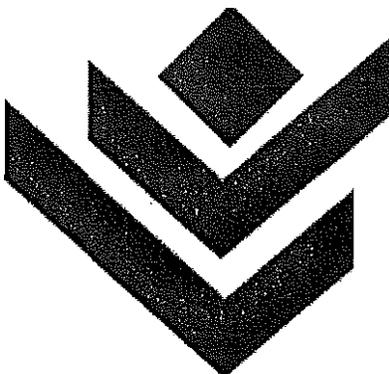




CITY OF  
BLOOMINGTON  
COUNCIL MEETING  
OCTOBER 9, 2017



## **City Logo Design Rationale**

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

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

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

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

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

## Brief Summary of Five Council Priorities

### Five Priorities

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

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

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

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

#### 1. Economic Development

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

#### 2. Infrastructure

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

3. Financial Planning

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

4. Reduced Emergency Response Times

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

5. Downtown Implementation Plan

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



**RESOLUTION NO. 2016 -29**

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

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

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

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

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

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

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

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

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

**Vision:** A Jewel of Midwest Cities

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

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

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

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

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

Cherry L. Lawson, City Clerk

# AGENDA



## **CITY COUNCIL MEETING AGENDA**

### **CITY COUNCIL CHAMBERS**

**109 E. OLIVE STREET, BLOOMINGTON, IL 61701**

**MONDAY, OCTOBER 9, 2017; 7:00 P.M.**

- 1. Call to order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer**
- 4. Roll Call**
- 5. Recognition/Appointments**
  - A. Proclamation declaring, October 8-14, 2017, as Fire Prevention Week

**6. Public Comment**

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

**7. “Consent Agenda”**

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

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

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- A. Consideration of approving the Minutes of the September 25, 2017 Regular City Council Meeting. *(Recommend that the reading of the minutes be dispensed with and the minutes approved as printed.)*
- B. Consideration of Approving Bills, Payroll, Procurement Card Purchases, and Electronic Transfers in the amount of \$5,891,312.07. *(Recommend that the Bills, Payroll, Procurement Card Purchases, and Electronic Transfers be allowed in the amount of \$5,891,312.07 and orders drawn on the Treasurer for the various amounts as funds are available.)*
- C. Consideration of approving an Annual Maintenance Agreement for City-wide Network and VoIP Telephone Infrastructure. *(Recommend an agreement with Sentinel Technologies Inc., Springfield, IL for hardware/software maintenance, troubleshooting, configuration assistance and remote monitoring of network and VoIP (voice of internet protocol) infrastructure, in the amount of \$86,891.00 for the fourth of five years, be approved and the City Manager and City Clerk be authorized to execute the necessary documents.)*
- D. Consideration of a Resolution Waiving the Formal Bidding Process, and approve a three (3) year extension agreement between the City of Bloomington and the Board of Trustees of the University of Illinois for the Groundwater Level Monitoring program, in the amount of \$24,519.00. *(Recommend Council approve a Resolution Waiving the Formal Bidding Process for groundwater level monitoring services; approve a three (3) year extension of the Groundwater Level Monitoring agreement with the Board of Trustees of the University of Illinois through the office of Sponsored Programs and Research Administration with the scientific group known as the Illinois State Water Survey for monitoring in McLean, Tazewell and Logan Counties for \$24,519.00; that the Mayor and City Clerk are authorized to execute the Resolution; and authorize the City Manager and City Clerk to execute the necessary contract documents.)*
- E. Consideration of a Resolution Waiving the Formal Bidding Process, and approve a two (2) year contract with the Board of Trustees of Illinois State University to continue the automated stream monitoring/sampling stations and recurring monitoring program for Six Mile Creek, Money Creek, and the T3 Demonstration Site at Comlara Park in the amount of \$98,504.00. *(Recommend Council approve a Resolution Waiving the Formal Bidding Process for continued monitoring of the automated stream monitoring/sampling stations and monitoring program for Six Mile Creek, Money Creek, and the T3 Demonstration Site at Comlara Park; approve a two (2) year contract for continued monitoring with the Board of Trustees of Illinois State University for \$98,504.00; that the Mayor and City Clerk are authorized to execute the Resolution; and authorize the Mayor and City Clerk to execute the necessary contract documents.)*
- F. Consideration of a Resolution approving a change order with Rowe Construction for pavement patching in relation to the replacement of Traffic Signals at Towanda and Vernon

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Avenues, and approval of an IDOT Supplemental Resolution approving additional funding for the Construction of the Improvements to Vernon & Towanda intersection (MFT No. 14-00353-00-TL) in the amount of \$125,000. *(Recommend (1) a Resolution Authorizing a Change Order in the Amount of \$125,000 in the Contract for the Replacement of Traffic Signals at Towanda and Vernon Avenues for Pavement Patching be approved, and the Mayor and City Clerk be authorized to execute the necessary documents; and (2) the IDOT (Supplemental) Resolution for Improvement by Municipality under the Illinois Highway Code for the Improvement of the Vernon & Towanda Intersection in the amount of \$125,000, be approved and the Mayor and City Clerk authorized to execute the necessary documents.)*

- G. Consideration of an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code approving the request from James Day and Karen Malek to allow moderate consumption of alcohol at their October 21, 2017, wedding reception to be held at Davis Lodge. *(Recommend an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on October 21, 2017, be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.)*
- H. Consideration of an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code approving the request from Jonathon Kaiser and Ashley Cawood to allow moderate consumption of alcohol at their November 5, 2017, wedding reception to be held at Miller Park Pavilion. *(Recommend an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Miller Park Pavilion on November 5, 2017, be approved, and that the Mayor and City Clerk be authorized.)*
- I. Consideration of an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code the request from Andy Houin and Paige Steffen to allow moderate consumption of alcohol at their November 11, 2017, wedding reception to be held at Miller Park Pavilion. *(Recommend an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Miller Park Pavilion on November 11, 2017, be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.)*
- J. Consideration of an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code approving the request from Kyle Shadid and Cori Baker to allow moderate consumption of alcohol at their March 17, 2018, wedding reception to be held at Miller Park Pavilion. *(Recommend an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Miller Park Pavilion, on March 17, 2018, be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.)*

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- K. Consideration of the application of the Keg Grove Brewing Co., LLC, d/b/a Keg Grove Brewing Co., located at 712 E. Empire St., Ste. #2., requesting an TBPS liquor license which would allow the sale of beer and wine only by the glass for consumption on the premises and the sale of beer and wine only for consumption off the premises seven (7) days a week. *(Recommend the application of Keg Grove Brewing Co., LLC, d/b/a Keg Grove Brewing Co., located at 712 E. Empire St., Ste. #2., requesting an TBPS liquor license which would allow the sale of beer and wine only by the glass for consumption on the premises and the sale of beer and wine for consumption off the premises seven (7) days a week with the following conditions: 1.) a patio will not be allowed; 2.) no wine will be served and or sold; 3.) no other beer will be served and or sold except that which is produced on premise; 4.) no video gaming allowed; 5.) install a fence to separate the business from the residential area; 6.) place security cameras on the outside of the building facing the residential area; 7.) install outside cigarette receptacles; 8.) hours of operation will be Sunday – 12:00 pm to 8:00 pm, Wednesday through Friday – 3:00 pm to 11:00 pm and Saturday – 11:00 am to 11:00 pm; and 9.) contingent upon compliance with all health and safety codes.)*
- L. Consideration of the application of Grand Cafe, LLC d/b/a Grand Cafe located at 2205 E. Oakland Ave., Ste. A1 and A2 requesting an RBS liquor license which would allow the sale of beer and wine only by the glass for consumption on the premises seven (7) days a week. *(Recommend the application of Grand Cafe, LLC d/b/a Grand Cafe located at 2205 E. Oakland Ave., Ste. A1 and A2 requesting an RBS liquor license which would allow the sale of beer and wine only by the glass for consumption on the premises seven (7) days a week.)*

## 8. “Regular Agenda”

- A. Consideration of adopting an Ordinance approving the Annexation and Rezoning to R-1C, Single Family Residential District for the Sixth Addition to the Grove at Kickapoo Creek, approximately 12.084 acres. *(Recommend an Ordinance approving the Annexation and Rezoning to R-1C, Single Family Residential District for the Sixth Addition to the Grove at Kickapoo Creek, approximately 12.084 acres be adopted and the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Tom Dabareiner, Community Development Director 5 minutes, Council discussion 10 minutes.)*
- B. Presentation of a Twenty-Year Materials Recovery and Resource Management Plan for McLean County, Bloomington, and Normal, Illinois. *(Recommend for presentation and discussion only.) (Presentation by Michael Brown, Executive Director of the Ecology Action Center 15 minutes, Council discussion 20 minutes.)*
- C. Consideration of a Resolution authorizing the City Manager to approve energy supply contracts for City Facilities. *(Recommend Council approves a Resolution authorizing the City Manager to approve energy supply contracts for City Facilities, and authorize the Mayor and*

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*City Clerk to execute the Resolution.) (Presentation by Steve Rasmussen, Assistant City Manager 5 minutes, Council discussion 10 minutes.)*

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

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# RECOGNITIONS



Council Date: October 9, 2017

## **COUNCIL AGENDA ITEM NO. 5**

### Recognition/Appointments

- A. Proclamation declaring, October 8-14, 2017, as Fire Prevention Week

# **PROCLAMATION**

## ***Fire Prevention Week October 8 – 14, 2017***

**WHEREAS**, the City of Bloomington is committed to ensuring the safety and security of all those living in and visiting Bloomington; and,

**WHEREAS**, fire is a serious public safety concern both locally and nationally, and homes are where people are at greatest risk from fire. U.S. fire departments responded to 365,500 home fires in 2015, according to the National Fire Protection Association (NFPA); and,

**WHEREAS**, U.S. home fires resulted in 2,560 civilian deaths in 2015, representing the majority (78 percent) of all U.S. fire deaths; and,

**WHEREAS**, newer homes are built with lightweight material that burn faster than older home construction; and,

**WHEREAS**, many of today's products and furnishing produce toxic gases and smoke when burned, making it impossible to see and breathe within moments; and,

**WHEREAS**, these conditions contribute to a much smaller window of time for people to escape a home fire safely, with people having as little as one to two minutes to escape from the time the smoke alarm sounds; and,

**WHEREAS**, a home fire escape plan provides the skill set and know-how to quickly and safely escape a home fire situation; and,

**WHEREAS**, a home fire escape plan includes two exits from every room in the home; a path to the outside from each exit; smoke alarms in all required locations; and a meeting place outside where everyone in the home will meet upon exiting; and,

**WHEREAS**, home fire escape plans should be developed by all members of the household; and,

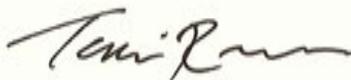
**WHEREAS**, practicing a home fire escape plan twice a year ensures that everyone in the household knows what to do in a real fire situation; and,

**WHEREAS**, Bloomington's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and,

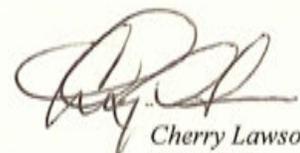
**WHEREAS**, Bloomington's residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and,

**WHEREAS**, the 2017 Fire Prevention Week theme, "Every Second Counts: Plan 2 Ways Out!" effectively serves to educate the public about the vital importance of developing a home fire escape plan with all members of the household and practicing it twice a year; and,

**THEREFORE**, I Tari Renner, Mayor of Bloomington, do hereby proclaim October 8-14, 2017, as Fire Prevention Week. I urge all the people of Bloomington to develop a home fire escape plan with all members of the household and practice it twice a year, and to participate in the many public safety activities and efforts of Bloomington's fire and emergency services during Fire Prevention Week 2017.



*Tari Renner*  
Mayor



*Cherry Lawson*  
City Clerk

# CONSENT AGENDA



**CONSENT AGENDA ITEM NO: 7A**

FOR COUNCIL: October 9, 2017

**SUBJECT:** Consideration of approving the Minutes of the September 25, 2017 Regular City Council Meeting.

**RECOMMENDATION/MOTION:** That the reading of minutes be dispensed and approved as printed.

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

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

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

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

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

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

**FINANCIAL IMPACT:** Not applicable

Respectfully submitted for Council consideration.

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

Recommended by:

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

David A. Hales  
City Manager

**Attachments:**

- September 25, 2017 Regular City Council Meeting Minutes

**SUMMARY MEETING MINUTES  
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL  
OF BLOOMINGTON, ILLINOIS  
MONDAY, September 25, 2017; 7:00 P.M.**

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, September 25, 2017.

The Meeting was called to order by Mayor Pro Tem Schmidt.

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

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

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

Staff Present: David Hales, City Manager, Steve Rasmussen, Assistant City Manager; Jeffrey Jurgens; Corporation Counsel, Cherry Lawson, City Clerk; Patti-Lynn Silva, Finance Director; Brendan Heffner, Chief of Police; Scott Sprouls, IS Director, Nicole Albertson, Human Resource Director; Jim Karch, Public Works Director; Brian Mohr, Fire Chief; and other City staff were also present.

**Recognition/Appointments**

- A. Proclamation declaring October 2017 as “National Planning Month”
- B. Proclamation declaring October 2017 as “Domestic Violence Awareness Month”

**Public Comment**

Bruce Meeks	Scott Stimely	Angela Scott	Sue Feldcamp
Lee Eutsey	Aaron Len	Gary Lambert	

**“Consent Agenda”**

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

**Motion by Alderman Hauman and seconded by Alderman Bray that the Consent Agenda be approved, with the exception of Item No. 7D and 7H.**

**Mayor Pro Tem Schmidt directed the Clerk to call the roll which resulted in the following:**

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

**Nays: None.**

**Motion carried.**

The following was presented:

Item 7A. Consideration of approving the Minutes of the September 11, 2017 Regular City Council Meeting. *(Recommend that the reading of the minutes be dispensed with and the minutes approved as printed.)*

The following was presented:

Item 7B. Consideration of Approving Bills, Payroll, Procurement Card Purchases, and Electronic Transfers in the amount of \$10,919,332.64. *(Recommend that the Bills, Payroll, Procurement Card Purchases, and Electronic Transfers be allowed in the amount of \$10,919,332.64 and orders drawn on the Treasurer for the various amounts as funds are available.)*

The following was presented:

Item 7C. Purchase of Personal Protective Equipment – Firefighter Turnout Gear in the amount of \$57,407.20. *(Recommend 20 complete sets (jacket and pants) of Globe Custom GXtreme 3.0 Firefighter Turnout Gear be purchased utilizing the National Purchasing Partners-Government (NPPGov) program from Municipal Emergency Services, Inc. (MES - contract #0000168 expiring 5/28/2023), Deer Creek, IL be approved, in the amount of \$57,407.20; the City Manager and City Clerk be authorized to sign the agreement; and the Procurement Manager be authorized to issue a Purchase Order.)*

The following was presented:

Item 7D. Consideration of approving a Resolution waiving the Formal Bid Process for the purchase of Exterior Signage for the Grossinger Motors Arena in the amount of \$60,935.28.

*(Recommend approving the Resolution waiving the bidding requirements for the purchase of exterior signage for the Grossinger Motors Arena from Bendsen Signs & Graphics in Decatur, IL in the amount of \$60,935.28; authorize the Mayor and City Clerk to execute the Resolution, and authorize the City Manager and City Clerk to sign the agreement; and the Procurement Manager be authorized to issue a Purchase Order.) (Item pulled from the Consent Agenda for discussion.)*

RESOLUTION NO. 2017 –35  
A RESOLUTION AUTHORIZING WAIVING THE FORMAL BIDDING  
REQUIREMENTS AND APPROVING THE PURCHASE OF  
EXTERIOR AND INTERIOR SIGNAGE AT THE GROSSINGER MOTORS ARENA

**Motioned by Alderman Black and seconded by Alderman Painter approving a Resolution waiving the bidding requirements for the purchase of exterior signage for the Grossinger Motors Arena from Bendsen Signs & Graphics in Decatur, IL in the amount of \$60,935.28; authorize the Mayor and City Clerk to execute the Resolution, and authorize the City Manager and City Clerk to sign the agreement; and the Procurement Manager be authorized to issue a Purchase Order.**

**Mayor Pro Tem Schmidt directed the Clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Schmidt, Sage, Mwilambwe, Buragas, Painter, Black, Hauman.**

**Nays: Aldermen Jamie Mathy and Kim Bray**

**Motion carried.**

The following was presented:

Item 7E. Ratification of Contract with Local 362 Parking Enforcement from May 1, 2017 through April 30, 2019. *(Recommend the Contract be ratified.)*

The following was presented:

Item 7F. Ratification of Contract with Local 362 Support Staff from May 1, 2017 through April 30, 2019. *(Recommend the Contract be ratified.)*

The following was presented:

Item 7G. Consideration of approving a petition for the Lake Bloomington Lease Transfer of Lot 7A in Block 00 in Camp Peoria Point, from Shellie A. Oehler as Trustee of the Shellie A.

Oehler Trust to Dr. Robert Baller as Trustee of the Robert S. Baller M.D. Revocable Trust Agreement. *(Recommend the Lake Lease Transfer be approved, subject to the septic system conditions included in the McLean County Health Department's August 30, 2017, letter and the new lease holder apply for permits for existing non-leased marginal land and reservoir improvements that are determined compliant with the City rules and regulations within six (6) months of transfer, and further contingent upon the transferee providing documentation of the sale of the house located on the property, and that the Mayor and City Clerk be authorized to execute the necessary documents.)*

The following was presented:

Item 7H. Consideration of the application of Bloomington Normal Sunrise Rotary, for a Limited Alcoholic Liquor License, Class LB, which would allow the selling and serving of beer and wine only by the glass for consumption on the premises for a fund raiser to be held on October 15, 2017 from 12:00 p.m. to 3:30 p.m. at Union Park Clubhouse, 1750 General Electric Rd. *(Recommend a Class LB liquor license, which would allow the selling and serving of beer and wine only by the glass for consumption on the premises for a fund raiser to be held on October 15, 2017 from 12:00 p.m. to 3:30 p.m. at Union Park Clubhouse, 1750 General Electric Rd. be approved, contingent upon compliance with all health and safety codes.) (Item pulled from the Consent Agenda for discussion)*

**Motioned by Alderman Hauman and seconded by Alderman Mwilambwe that a Class LB liquor license, which would allow the selling and serving of beer and wine only by the glass for consumption on the premises for a fund raiser to be held on October 15, 2017 from 12:00 p.m. to 3:30 p.m. at Union Park Clubhouse, 1750 General Electric Rd. be approved, contingent upon compliance with all health and safety codes.**

**Mayor Pro Tem Schmidt directed the Clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Schmidt, Sage, Mwilambwe, Buragas, Painter, Black, Hauman, Kim Bray.**

**Recuse: Aldermen Jamie Mathy**

**Nays: None**

**Motion carried.**

## **“Regular Agenda”**

The following was presented:

Item 8A. Consideration of approving awarding the Request for Proposal (RFP# 2018-03) submitted by TD Equipment Finance, Inc. for the Taxable Capital Lease. *(Recommend Council award the RFP for Taxable Capital Lease to TD Equipment Finance, Inc. in the amount of \$4.7 million, and the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Patti-Lynn Silva, Finance Director 5 minutes, Council discussion 10 minutes.)*

Mr. Hales asked Ms. Silva, the Finance Director, to make this recommendation on the item regarding financing taxable capital equipment lease.

Ms. Silva stated, this is our annual capital lease for calendar year 2017, and it is on the agenda because it is such a high dollar amount. Of the three bidders that are there, we went with the lowest bid.

**Motioned by Alderman Black and seconded by Alderman Painter that Council award the RFP for Taxable Capital Lease to TD Equipment Finance, Inc. in the amount of \$4.7 million, and the Mayor and City Clerk be authorized to execute the necessary documents.**

**Mayor Pro Tem Schmidt directed the Clerk to call the roll which resulted in the following:**

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

**Nays: None.**

**Motion carried.**

The following was presented:

~~Item 8B. Consideration of Ordinances Amending Chapter 37 of the City Code to enact provisions changing sanitary sewer and storm water rates. *(Recommend That the Text Amendment to Chapter 37 of the City Code to enact provisions changing sanitary sewer and stormwater rates over time be approved and the Ordinance passed.) (Presentation by David Hales, City Manager and Patti-Lynn Silva, Finance Director 5 minutes, Council discussion 15 minutes.)*~~

Consideration of:

ORDINANCE A (STAFF RECOMMENDATION): An Ordinance Amending Chapter 37 of the City Code to increase the sanitary sewer and stormwater rates

Or

ORDINANCE B: An Ordinance Amending Chapter 37 of the City Code to increase the sanitary sewer and stormwater rates over time.

**RECOMMENDATION/MOTION:**

**ORDINANCE A (STAFF RECOMMENDATION):** *That the Ordinance Amending Chapter 37 of the City Code to increase the sanitary sewer and stormwater rates be approved and the Mayor and City Clerk authorized to execute the ordinance.*

*Or*

**ORDINANCE B:** *That the Ordinance Amending Chapter 37 of the City Code to increase the sanitary sewer and stormwater rates over time be approved and the Mayor and City Clerk authorized to execute the ordinance.*

ORDINANCE NO. 2017 – 81

AN ORDINANCE AMENDING CHAPTER 37 OF THE CITY CODE TO ENACT PROVISIONS  
CHANGING SANITARY SEWER AND STORM WATER RATES

Mayor Pro Tem Schmidt stated we have an addendum to this that offers the two options that were discussed on Monday at the Committee of the Whole meeting.

Mr. Hales stated there are two ordinances for consideration, and the staff recommendation is Ordinance A which is making the fee increase in 1 years' time. Ordinance B is to effectuate the very similar or same increase but to spread it out over a 5-year period. The ordinances talk about a 3% increase in the fees at some point in the future, and the effective date for both would be May 1 as opposed to sometime sooner. We are not making any further presentation.

Alderman Hauman stated she would like to move with proceeding with Ordinance A.

Alderman Bray seconded this motion.

Alderman Hauman then stated that the majority of the people she has heard from are saying to do it to make sure our infrastructure is sound.

Alderman Mathy stated he had heard the same thing, and people just want us to start making real progress towards getting it fixed. He stated he had heard a lot of concern about adding new employees to the payroll.

Mr. Hales added that he was working on a resolution to bring back to Council that will accomplish the same thing. He stated he did not support hiring as full-time employees which is recommended in the Stormwater and Sanitary Sewer Master Plan. For a very aggressive kind of Capital Improvement Plan, it lends itself to contract out a lot of those services.

Alderman Mathy stated that it was perfectly acceptable for him.

Mayor Pro Temp Schmidt stated she was going to continue to vote no. She stated she has been continually frustrated at our inability to look at the budget as a whole.

Alderman Bray stated she was voting yes, as she sees it as a winning proposition for the community.

Alderman Mwilambwe stated he understood the need to address our infrastructure issues, but is cautious not to raise fees so dramatically.

Alderman Black stated that he was going to vote yes for this with the clear understanding that when we get to the budget process, we are going to have to be very clear and direct. He praised staff for their work on this.

Alderman Painter stated that she was concerned that with both models, there is a 3% increase every year thereafter. She had hoped to be able to pay for this and then have it end, but the way that it has presented it will be an ongoing rate increase forevermore. Due that, she stated she would be voting no.

Mr. Hales clarified that the Council has the option to maybe strike one aspect that maybe concerning to getting final action.

Alderman Painter commented that she would like to take out the new hires that were built into this and would like that to be discussed by the Council each time they wanted to hire someone.

**Alderman Hauman motioned and Alderman Bray seconded that Ordinance Amending Chapter 37 of the City Code to increase the sanitary sewer and stormwater rates be approved and the Mayor and City Clerk authorized to execute the ordinance.**

**Mayor Pro Tem Schmidt directed the Clerk to call the roll which resulted in the following:**

**Ayes: Aldermen Mathy, Buragas, Black, Hauman and Bray.**

**Nays: Aldermen Dave Sage, Mboka Mwilambwe, Joni Painter and Karen Schmidt.**

**Motion carried.**

The following was presented:

Item 8C. Presentation and discussion on the FY 2017 Year End Financial Report. (*Presentation by Patti-Lynn Silva, Finance Director 10 minutes, Council discussion 10 minutes.*)

Mr. Hales stated that tonight's presentation overview is based on our records after most, but maybe not all, year-end adjustments have been made into the fiscal year 2017 budget. This year-end review is very important because on the budget calendar you have before you, a key date coming up is the pre-budget fiscal policy workshop or Committee of the Whole for Monday, October 16.

Ms. Silva stated that the packet contained the full April 30, 2017 monthly financial report and the audit was not yet complete, but the numbers are very close and she was not anticipating any significant changes. She then presented the financial information contained in the packet.

Mr. Hales gave credit to Ms. Silva and her staff for the phenomenal job they did coming so close to the budget versus the projections.

Mayor Pro Tem Schmidt stated that we are probably due for a water rate study and asked if we have the timing on that.

Mr. Hales stated that right now we are underway with a Water Master Plan and most likely the water rate study would likely be made within two years.

Alderman Bray commented about the Pepsi Ice Center Profit and Loss Statement.

**No motion as this item was presented and discussed.**

### **City Manager's Discussion**

Mr. Hales stated he had some news to share and stated that he was extended an offer of employment with the City of Joliet, which he has accepted, and his last day with the City of Bloomington would be around the end of November.

### **Mayor's Discussion**

Mayor Pro Tem Schmidt congratulated Mr. Hales on his new job.

### **City Aldermen's Discussion**

No reports were offered by the Aldermen.

### **Executive Session – *Cite Section***

### **Adjournment**

**Motioned by Alderman Mwilambwe seconded by Alderman Hauman that the meeting be adjourned. Time: 8:23 PM.**

**Motion carried: Viva Voce**

CITY OF BLOOMINGTON

ATTEST

\_\_\_\_\_  
Karen Schmidt, Mayor Pro Tem

\_\_\_\_\_  
Cherry L. Lawson, City Clerk



**CITY OF BLOOMINGTON FINANCE REPORT**

**Council of October 09, 2017**

**PAYROLL**

<b>Date</b>	<b>Gross Pay</b>	<b>Employer Contribution</b>	<b>Totals</b>
9/22/2017	\$ 237,812.71	\$ 81,857.53	\$ 319,670.24
9/28/2017	\$ 1,390,632.55	\$ 371,023.33	\$ 1,761,655.88
9/29/2017	\$ 241,140.17	\$ 82,552.75	\$ 323,692.92
9/20/2017-9/28/2017 Off Cycle Adjustments	\$ 925,650.61	\$ 15,076.12	\$ 940,726.73
<b>PAYROLL GRAND TOTAL</b>			<b>\$ 3,345,745.77</b>

**ACCOUNTS PAYABLE**

<b>Date</b>	<b>Bank</b>	<b>Total</b>
10/9/2017	AP General	\$ 2,019,917.38
10/9/2017	AP Comm Devel	\$ 46,580.82
	AP IHDA	
10/9/2017	AP Library	\$ 47,907.73
10/9/2017	AP MFT	\$ 19,391.74
9/28/2017-10/3/2017	Off Cycle Check Runs	\$ 23,849.92
<b>AP GRAND TOTAL</b>		<b>\$ 2,157,647.59</b>

**PCARDS**

<b>Date Range</b>	<b>Total</b>	
<b>PCARD GRAND TOTAL</b>		<b>\$ -</b>

**WIRES**

<b>Date Range</b>	<b>Total</b>	
9/22/2017-9/28/2017	\$ 387,918.71	
<b>WIRE GRAND TOTAL</b>		<b>\$ 387,918.71</b>

<b>TOTAL</b>			<b>\$ 5,891,312.07</b>
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Respectfully,

Patti-Lynn Silva  
Finance Director



## CONSENT AGENDA ITEM NO. 7C

FOR COUNCIL: October 9, 2017

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

**RECOMMENDATION/MOTION:** That the agreement with Sentinel Technologies Inc., Springfield, IL for hardware/software maintenance, troubleshooting, configuration assistance and remote monitoring of network and VoIP (voice of internet protocol) infrastructure, in the amount of \$86,891.00 for the fourth of five years, be approved and the City Manager and City Clerk be authorized to execute the necessary documents.

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

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

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

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

City staff has worked with Sentinel to ensure that types and amounts of maintenance coverage are appropriate for each piece of equipment included. Some equipment has been removed from the agreement while other pieces have been added as a result of typical replacement cycles.

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

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

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not Applicable

**FINANCIAL IMPACT:** The \$86,891.00 has been budgeted in the FY 2018 budget under Information Services-Repair/Maintenance Office and Computer Equipment (100111610-70530). Stakeholders can locate this in the FY 2018 Budget Book titled “Adopted General Fund Budget” on page 167.

**COMMUNITY DEVELOPMENT IMPACT:** Not applicable

Link to Comprehensive Plan/Downtown Plan Goals: Not applicable

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** *Not applicable*

Respectfully submitted for Council consideration.

Prepared by: Scott A. Sprouls, Information Services Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Scott Rathbun, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- 1B AGREEMENT Network-Voice Maintenance 10092017.pdf



## APPENDIX A

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

Customer Name: City of Bloomington

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Street Address: 109 East Olive Street

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City, State, Zip: Bloomington, IL 61720

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

Commencement Date

Agreement No.

Addendum No. 067r2-KM

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#### 1. Inspection and Repair

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

#### 2. Responsibilities of Contractor

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

The Maintenance Service includes:

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

#### 3. Responsibility of the Customer

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

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

#### **4. Call Recording**

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

#### **5. Periods of Maintenance Service Availability**

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

#### **6. Excluded Services**

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

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



**7. Service Level Agreement (“SLA”) for Sentinel HANS™**

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

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

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

**Incident Service Level**

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

**8. SLA Options**

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

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

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

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

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



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

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

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

CUSTOMER:  
City of Bloomington

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CONTRACTOR:  
Sentinel Technologies, Inc.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## APPENDIX B

Customer Name: City of Bloomington

Street Address: 109 East Olive Street

City, State, Zip: Bloomington, IL 61720

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

Commencement Date \_\_\_\_\_ Agreement No. \_\_\_\_\_ Addendum No. 067r2-KM

### PROJECT SCHEDULE

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

CITY OF BLOOMINGTON											
City	State	Manufacturer	Device	Serial Number	Next Contract Start Date	End Date	Qty	Unit Price	Ext. Price	Special Notes	
BLOOMINGTON	IL	109 E OLIVE ST									
			STI HANS™ GOLD ESS SW SUPP + UPGRADE								
		CISCO	L-LIC-CT5508-50A	5113039235	4-May-18	14-Sep-18	1	698	698		
		CISCO	LIC-EXP-RM3	5113632999	6-May-18	14-Sep-18	3	30	90		
		CISCO	LIC-TP-10X-ROOM	5113632968	6-May-18	14-Sep-18	3	20	60		
		CISCO	UWL-10X-MTG	5113649849	6-May-18	14-Sep-18	25	24	600		
BLOOMINGTON	IL	109 E OLIVE ST									
			STI HANS™ GOLD ESS WITH BX5XNID								
		CISCO	CTS-CAM-P60	FTT211300B9	27-Apr-18	14-Sep-18	1	211	211		
		CISCO	CTS-CAM-P60	FTT211300UM	27-Apr-18	14-Sep-18	1	211	211		
		CISCO	CTS-SX80-IPST60-K9	FTT2116X06O	27-Apr-18	14-Sep-18	1	722	722		
		CISCO	CTS-SX80-IPST60-K9	FTT2116X06W	27-Apr-18	14-Sep-18	1	722	722		
BLOOMINGTON	IL	109 E OLIVE ST									
			STI HANS™ GOLD SV L1+L2 24X7 NO HW REL								
		CISCO	VMW-VSP-STD-1A=	5113614776	6-May-18	14-Sep-18	1	93	93		
		CISCO	VMW-VSP-STD-1A=	5113614777	6-May-18	14-Sep-18	1	93	93		
BLOOMINGTON	IL	109 E OLIVE ST									
			STI HANS™ GOLD BX5XNID PARTS & REMOTE								
		CISCO	C819G-4G-NA-K9	FJC2104L1M4	31-Jan-18	14-Sep-18	1	58	58		
		CISCO	BERM-MI-K9=	FCI2109V1FE	19-Apr-18	14-Sep-18	1	88	88		
		CISCO	CTI-CMS-1000-K9	FCH2109V1B3	19-Apr-18	14-Sep-18	1	92	92		
		CISCO	CISCO1921-SEC/K9	FJC2118L2A7	10-May-18	14-Sep-18	1	34	34		
		CISCO	CTS-MC-CLNG2	FTT2115024G	12-May-18	14-Sep-18	1	38	38		
		CISCO	CTS-MC-CLNG2	FTT211700I	12-May-18	14-Sep-18	1	38	38		
		CISCO	CTS-MC-CLNG2	FTT211700U	12-May-18	14-Sep-18	1	38	38		
		CISCO	CTS-MC-CLNG2	FTT211700N	12-May-18	14-Sep-18	1	38	38		
		CISCO	CTS-MC-CLNG2	FTT211700R	12-May-18	14-Sep-18	1	38	38		

CITY OF BLOOMINGTON												
City	State	Manufacturer	Device	Serial Number	Next Contract Start Date	End Date	Qty	Unit Price	Ext. Price		Special Notes	
BLOOMINGTON	IL	109 E OLIVE ST	STIHANS™ GOLD 8X5XNB PARTS & REMOTE									
		CISCO	CTS-MC-CLNG2	FTT211700IS	12-May-18	14-Sep-18	1	38	38			
		CISCO	CTS-MC-CLNG2	FTT211700IT	12-May-18	14-Sep-18	1	38	38			
		CISCO	CTS-MC-CLNG2	FTT211700W3	12-May-18	14-Sep-18	1	38	38			
		CISCO	CTS-CTRL-DVX-10	FOC2112NET2	14-May-18	14-Sep-18	1	60	60			
		CISCO	CTS-9X10N-K9	FTT2118X058	14-May-18	14-Sep-18	1	74	74			
		CISCO	WS-C3850-48U-L	FCW2118C14E	14-May-18	14-Sep-18	1	166	166			
		CISCO	WS-C3850-48U-L	FOC2118U0NN	14-May-18	14-Sep-18	1	166	166			
		CISCO	WS-C3850-48U-L	FOC2118U0SB	14-May-18	14-Sep-18	1	166	166			
		CISCO	WS-C3850-48U-L	FOC2118X1B8	14-May-18	14-Sep-18	1	166	166			
BLOOMINGTON	IL	109 E OLIVE ST	STIHANS™ GOLD 8X5X4 PARTS & REMOTE									
		CISCO	WS-C3850-48T-S	FCW2050F0HJ	25-Apr-18	14-Sep-18	1	280	280			
		CISCO	WS-C3850-48T-S	FOC2050U0Q Q	25-Apr-18	14-Sep-18	1	280	280			
BLOOMINGTON	IL	109 E OLIVE ST	STIHANS™ GOLD 24X7X4 PARTS & REMOTE									
		CISCO	WS-C3850-12S-S	FOC2106X0F1	28-Feb-18	14-Sep-18	1	281	281			
		CISCO	WS-C3850-12X48U-S	FCW2103D19J	4-Mar-18	14-Sep-18	1	561	561			
		CISCO	WS-C3850-12X48U-S	FOC2106X0QL	10-Mar-18	14-Sep-18	1	543	543			
		CISCO	WS-C3850-12S-S	FCW2110F083	16-Mar-18	14-Sep-18	1	259	259			
BLOOMINGTON	IL	109 E OLIVE ST	STIHANS™ GOLD SOFTWARE APPLICATION SUPPORT WITH UPGRADES									
		CISCO	R-ISE-VM-M-K9=	5090962142	23-Feb-18	14-Sep-18	1	456	456			
BLOOMINGTON	IL	109 E OLIVE ST	STIHANS™ GOLD ON-SITE 24X7X4									
		CISCO	ASA5540-AIP20-K9	JMX1217L129	15-Sep-17	14-Sep-18	1	5428	5428			
		CISCO	ASA5540-AIP20-K9	JMX1217L12A	15-Sep-17	14-Sep-18	1	5428	5428			
		CISCO	WS-C6509-E	SMG0939NF0U	15-Sep-17	14-Sep-18	1	9282	9282			
BLOOMINGTON	IL	109 E OLIVE ST	STIHANS™ GOLD ON-SITE 8X5XNB									
		CISCO	WS-C3560G-24PS-S	FOC1403Y467	15-Sep-17	31-Jan-18	1	127	127	Note: end of support life 1/31/18		
		CISCO	WS-C3560G-24TS-S	FOC1110Y5RK	15-Sep-17	31-Jan-18	1	109	109	Note: end of support life 1/31/18		
		CISCO	WS-C3560V2-24PS-S	FDO1513X1K5	15-Sep-17	14-Sep-18	1	204	204			
		CISCO	WS-C3560V2-24PS-S	FDO1513X1M W	15-Sep-17	14-Sep-18	1	204	204			
		CISCO	WS-C3560V2-48PS-S	FDO1512X09F	15-Sep-17	14-Sep-18	1	348	348			
		CISCO	WS-C3560V2-48PS-S	FDO1512X0BV	15-Sep-17	14-Sep-18	1	348	348			
		CISCO	WS-C3650-48TD-S	FDO1901EDUU	15-Sep-17	14-Sep-18	1	504	504			
		CISCO	WS-C3650-48TD-S	FDO1901EIGL	15-Sep-17	14-Sep-18	1	504	504			
		CISCO	WS-C3750G-48PS-S	FOC0944Y1A6	15-Sep-17	31-Jan-18	1	333	333	Note: end of support life 1/31/18		
		CISCO	WS-C3750G-48TS-S	FOC1508Z0RV	15-Sep-17	31-Jan-18	1	300	300	Note: end of support life 1/31/18		

**CITY OF BLOOMINGTON**

City	State	Manufacturer	Device	Serial Number	Next Contract Start Date	End Date	Qty	Unit Price	Ext. Price	Special Notes
BLOOMINGTON	IL	109 E OLIVE ST								
			STI HANS™ GOLD PARTS ONLY 8X5XNBID							
		CISCO	AIR-CT5508-100-K9	FCW1843L0CC	15-Sep-17	14-Sep-18	1	3889	3889	
		CISCO	AIR-CT5508-HA-K9	FCW1843L0EA	15-Sep-17	14-Sep-18	1	1069	1069	
		CISCO	CTS-Q8C20-MC	GET190200KN	15-Sep-17	14-Sep-18	1	29	29	
		CISCO	CTS-Q8C20-MC	GET190201QT	15-Sep-17	14-Sep-18	1	29	29	
		CISCO	CTS-8X10-K9	FTT1911028G	15-Sep-17	14-Sep-18	1	218	218	
		CISCO	CTS-8X10-K9	FTT1911028V	15-Sep-17	14-Sep-18	1	218	218	
BLOOMINGTON	IL	109 E OLIVE ST								
			STI HANS™ GOLD SOFTWARE							
		CISCO	CXC-10-N-E-LIC	6629001002	15-Sep-17	14-Sep-18	51	136	6936	
		CISCO	ER10-USR-1	6629001001	15-Sep-17	14-Sep-18	500	2	1000	
		CISCO	LIC-CUCM-10X-ENH-A	6629001003	15-Sep-17	14-Sep-18	500	23	11500	
		CISCO	L-PRX-LF-50	1742611046	15-Sep-17	14-Sep-18	1	721	721	
		CISCO	UNITYCN10-STD-USR	6629001004	15-Sep-17	14-Sep-18	450	11	4950	
		CISCO	VMW-V85-ST-1A=	1742611044	15-Sep-17	14-Sep-18	2	258	516	
BLOOMINGTON	IL	109 E OLIVE ST								
			STI HANS™ SILVER ON-SITE 24X7X4							
		CISCO	CISCO1811/K9	FTX1017W2EK	15-Sep-17	14-Sep-18	1	129	129	
		CISCO	CISCO1841	FTX1143W0YX	15-Sep-17	14-Sep-18	1	197	197	
		CISCO	CISCO1841	FTX1219W0DJ	15-Sep-17	14-Sep-18	1	197	197	
		CISCO	CISCO2821-SEC/K9	FTX0949C144	15-Sep-17	14-Sep-18	1	855	855	
		CISCO	CISCO2821-SEC/K9	FTX0949C146	15-Sep-17	14-Sep-18	1	855	855	
		CISCO	CISCO2821-SEC/K9	FTX0949C147	15-Sep-17	14-Sep-18	1	855	855	
		CISCO	CISCO3825 SEC/K9	FTX0949A00F	15-Sep-17	14-Sep-18	1	1697	1697	
BLOOMINGTON	IL	109 E OLIVE ST								
			STI HANS™ SILVER ON-SITE 8X5XNBID							
		CISCO	WS-C3560G-24PS-S	FOC1403Y467	1-Feb-18	14-Sep-18	1	167	167	
		CISCO	WS-C3560G-24TS-S	FOC1110Y5/RK	1-Feb-18	14-Sep-18	1	144	144	
		CISCO	WS-C3750G-48PS-S	FOC0944Y1A6	1-Feb-18	14-Sep-18	1	438	438	
		CISCO	WS-C3750G-48TS-S	FOC1508Z0RV	1-Feb-18	14-Sep-18	1	395	395	
		CISCO	CISCO2801	RHK1146F2BD	15-Sep-17	14-Sep-18	1	311	311	
		CISCO	CISCO2801-SRST/K9	FTX1002W344	15-Sep-17	14-Sep-18	1	385	385	
		CISCO	CISCO2801-SRST/K9	FTX1002W345	15-Sep-17	14-Sep-18	1	385	385	
		CISCO	CISCO2801-SRST/K9	FTX1002W346	15-Sep-17	14-Sep-18	1	385	385	
		CISCO	CISCO2801-SRST/K9	FTX1002W347	15-Sep-17	14-Sep-18	1	385	385	
		CISCO	CISCO2801-SRST/K9	FTX1002W348	15-Sep-17	14-Sep-18	1	385	385	
		CISCO	CISCO2801-SRST/K9	FTX1002W349	15-Sep-17	14-Sep-18	1	385	385	
		CISCO	CISCO2801-SRST/K9	FTX1002W34B	15-Sep-17	14-Sep-18	1	385	385	
		CISCO	CISCO2801-SRST/K9	FTX1002W34C	15-Sep-17	14-Sep-18	1	385	385	
		CISCO	CISCO2801-SRST/K9	FTX1002W34D	15-Sep-17	14-Sep-18	1	385	385	

**CITY OF BLOOMINGTON**

City	State	Manufacturer	Device	Serial Number	Next Contract Start Date	End Date	Qty	Unit Price	ExL Price	Special Notes
BLOOMINGTON	IL	109 E OLIVE ST								
			STI HANS™ SILVER ON SITE 8X5XNBD							
		CISCO	CISCO2851	FRK0910F1ZL	15-Sep-17	14-Sep-18	1	748	748	
		CISCO	CISCO2851	FRK0915F00P	15-Sep-17	14-Sep-18	1	748	748	
		CISCO	CISCO2851-SRST/K9	FTX1001C4L2	15-Sep-17	14-Sep-18	1	892	892	
		CISCO	CISCO2851-SRST/K9	FTX1001C4L3	15-Sep-17	14-Sep-18	1	892	892	
		CISCO	CISCO2851-SRST/K9	FTX1002C06L	15-Sep-17	14-Sep-18	1	892	892	
		CISCO	CISCO3825-SRST/K9	FTX1002C0X6	15-Sep-17	14-Sep-18	1	1232	1232	
		CISCO	WS-C3560-24PS-S	CAT0849N1M	15-Sep-17	14-Sep-18	1	157	157	
		CISCO	WS-C3560-24PS-S	CAT0946RMAK	15-Sep-17	14-Sep-18	1	157	157	
		CISCO	WS-C3560-24PS-S	CAT0946RMAN	15-Sep-17	14-Sep-18	1	157	157	
		CISCO	WS-C3560-24PS-S	CAT0947R5NE	15-Sep-17	14-Sep-18	1	157	157	
		CISCO	WS-C3560-24PS-S	CAT0950R2TE	15-Sep-17	14-Sep-18	1	157	157	
		CISCO	WS-C3560-24PS-S	CAT0951R3GU	15-Sep-17	14-Sep-18	1	157	157	
		CISCO	WS-C3560-24PS-S	CAT0951R3Z7	15-Sep-17	14-Sep-18	1	157	157	
		CISCO	WS-C3560-24PS-S	CAT0951R3ZU	15-Sep-17	14-Sep-18	1	157	157	
		CISCO	WS-C3560-24PS-S	CAT0951R3ZY	15-Sep-17	14-Sep-18	1	157	157	
		CISCO	WS-C3560-24PS-S	CAT0951R402	15-Sep-17	14-Sep-18	1	157	157	
		CISCO	WS-C3560-24PS-S	CAT0951R408	15-Sep-17	14-Sep-18	1	157	157	
		CISCO	WS-C3560-24PS-S	CAT0951R40B	15-Sep-17	14-Sep-18	1	157	157	
		CISCO	WS-C3560-24PS-S	CAT1010R0ZA	15-Sep-17	14-Sep-18	1	157	157	
		CISCO	WS-C3560-24PS-S	CAT1011R1B1	15-Sep-17	14-Sep-18	1	157	157	
		CISCO	WS-C3560-24PS-S	CAT1013R0G6	15-Sep-17	14-Sep-18	1	157	157	
		CISCO	WS-C3560-24PS-S	CAT1029ZGH A	15-Sep-17	14-Sep-18	1	157	157	
		CISCO	WS-C3560-24PS-S	CAT1107N08U	15-Sep-17	14-Sep-18	1	157	157	
		CISCO	WS-C3560-24PS-S	FDO1146Y33N	15-Sep-17	14-Sep-18	1	157	157	
		CISCO	WS-C3560-24PS-S	FDO1146Z73C	15-Sep-17	14-Sep-18	1	157	157	
		CISCO	WS-C3560-24PS-S	FDO1237X3LG	15-Sep-17	14-Sep-18	1	157	157	
		CISCO	WS-C3560-24PS-S	FDO1327X03X	15-Sep-17	14-Sep-18	1	157	157	
		CISCO	WS-C3560-48PS-E	CAT0850R0M Y	15-Sep-17	14-Sep-18	1	179	179	
		CISCO	WS-C3560-48PS-S	CAT0826N1NG	15-Sep-17	14-Sep-18	1	269	269	
		CISCO	WS-C3560-48PS-S	CAT0826Y1X M	15-Sep-17	14-Sep-18	1	269	269	
		CISCO	WS-C3560-48PS-S	CAT0946N1ZE	15-Sep-17	14-Sep-18	1	269	269	
		CISCO	WS-C3560-48PS-S	CAT0946R1EB	15-Sep-17	14-Sep-18	1	269	269	
		CISCO	WS-C3560-48PS-S	CAT0946R1R5	15-Sep-17	14-Sep-18	1	269	269	
		CISCO	WS-C3560-48PS-S	CAT0946R1SR	15-Sep-17	14-Sep-18	1	269	269	
		CISCO	WS-C3560-48PS-S	CAT0946R1T7	15-Sep-17	14-Sep-18	1	269	269	
		CISCO	WS-C3560-48PS-S	CAT0946R1T8	15-Sep-17	14-Sep-18	1	269	269	
		CISCO	WS-C3560-48PS-S	CAT0946R1TE	15-Sep-17	14-Sep-18	1	269	269	



CITY OF BLOOMINGTON										
City	State	Manufacturer	Device	Serial Number	Next Contract Start Date	End Date	Qty	Unit Price	Ext. Price	Special Notes
BLOOMINGTON	IL	109 E OLIVE ST								
			STI HANS™ SILVER ON-SITE 8X6XND							
		CISCO	WS-C3560-48PS-S	FDO1234X2EZ	15-Sep-17	14-Sep-18	1	269	269	
		CISCO	WS-C3560-48PS-S	FDO1245Y32K	15-Sep-17	14-Sep-18	1	269	269	
		CISCO	WS-C3750-48PS-S	CAT0939R44M	15-Sep-17	14-Sep-18	1	351	351	
		CISCO	WS-C3750-48PS-S	CAT0947R1HX	15-Sep-17	14-Sep-18	1	351	351	
		CISCO	WS-C3750-48PS-S	CAT0947R1TV	15-Sep-17	14-Sep-18	1	351	351	
		CISCO	WS-C3750-48PS-S	CAT0947R1TZ	15-Sep-17	14-Sep-18	1	351	351	
		CISCO	WS-C3750-48PS-S	CAT0947R1V1	15-Sep-17	14-Sep-18	1	351	351	
		CISCO	WS-C3750-48PS-S	CAT0947R1VL	15-Sep-17	14-Sep-18	1	351	351	
		CISCO	WS-C3750-48PS-S	CAT0947R1V Y	15-Sep-17	14-Sep-18	1	351	351	
		CISCO	WS-C3750-48PS-S	CAT0947R1W 1	15-Sep-17	14-Sep-18	1	351	351	
		CISCO	WS-C3750-48PS-S	CAT1115ZHFM	15-Sep-17	14-Sep-18	1	351	351	
		CISCO	WS-C3750G-24TS-S	CAT0815Y0B8	15-Sep-17	14-Sep-18	1	230	230	
		CISCO	WS-C3750G-24TS-S	CAT0823X2K6	15-Sep-17	14-Sep-18	1	230	230	

TOTAL \$86,891.00

Terms: Net 30 days.

This quote is valid for 30 days from 09 / 27 / 2017.

CUSTOMER:  
City of Bloomington

CONTRACTOR:  
Sentinel Technologies, Inc.

Signature \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

P.O. #: \_\_\_\_\_





## CONSENT AGENDA ITEM NO. 7D

FOR COUNCIL: October 9, 2017

**SUBJECT:** Consideration of a Resolution Waiving the Formal Bidding Process, and approve a three (3) year extension agreement between the City of Bloomington and the Board of Trustees of the University of Illinois for the Groundwater Level Monitoring program, in the amount of \$24,519.00.

**RECOMMENDATION/MOTION:** That Council approve a Resolution Waiving the Formal Bidding Process for groundwater level monitoring services; approve a three (3) year extension of the Groundwater Level Monitoring agreement with the Board of Trustees of the University of Illinois through the office of Sponsored Programs and Research Administration with the scientific group known as the Illinois State Water Survey for monitoring in McLean, Tazewell and Logan Counties for \$24,519.00; that the Mayor and City Clerk are authorized to execute the Resolution; and authorize the City Manager and City Clerk to execute the necessary contract documents.

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

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

**BACKGROUND:** The City has a comprehensive, multifaceted plan to expand its water supply with the addition of groundwater to supplement the existing reservoirs. In a report by the Illinois State Water Survey titled Potential Impacts on the Mahomet Aquifer and Surface Reservoirs, December 2011, the City was listed as being an "At Risk" supply. This designation means there is a greater than ten percent (10%) probability that the City's current water supply would not be able to provide the current rate of water demand through a severe drought similar to the record drought. Therefore, additional water supply in the form of groundwater is needed in the future.

In the short term, the anticipated capacities of the deep wells in the St. Peter sandstone aquifer, which are currently in development near the water treatment facility at Lake Bloomington, should move our supply into the adequate category. The additional benefit of the deep well supplemental supply is the ability to dilute nitrate concentrations during times when the lake nitrate concentrations are slightly above the regulatory limit. Water yield from the two wells need to be determined through pump testing, but an amount of 1 to 2 million gallons per day is anticipated.

If water demand projections hold, combined with limits to the treatment capacity of the facility at Lake Bloomington, utilization of other groundwater sources might be necessary to satisfy our needs. Long term supply plans conducted for the City of Bloomington have consistently identified the Mahomet aquifer as the source for significant additional source water capacity for those needs. The Mahomet aquifer groundwater development will take place with the development of a high

capacity well field, where the monitoring wells are physically located, in the area of the county line between McLean and Tazewell counties. An alternate set of possible locations in the far southwest quadrant of the City were investigated by the Department as part of the Interim Water Supply Plan. The Southwest wellfield approach is viewed as a series of incremental additions to the water supply. The ultimate capacity of the Southwest wellfield is thought to be less than what we could achieve with a wellfield in the Mahomet aquifer.

The county line well field, which may be built at a future date when demands require, could potentially yield up to twenty (20) million gallons per day and will be located some ten to fifteen (10-15) miles from the City's current water distribution network. The water from the county line well field would be treated at the new water treatment facility and then pumped into the City for distribution, or it could be transported into the City and treated within the City at a new water treatment facility. In either case, a new water treatment facility and transmission water line would need to be built to utilize this resource.

This study will expand upon work that the City has been involved in for over fifteen (15) years through the Long Range Water plan Steering Committee (LRWSPC) comprised of the City, the Town of Normal (Town) and McLean County (County). The Town and City paid for the installation of a network of monitoring wells in the aquifers west of Bloomington-Normal and continue to pay an annual maintenance fee on a fifty-fifty (50/50) basis, for the manual monitoring of these wells. These wells have been monitored quarterly since 1999. The network of monitoring these wells has been invaluable in monitoring the changes in the Mahomet Aquifer water levels based upon short term, seasonal and longer term changes. The original LRWSPC project was initially undertaken with technical assistance from the State Water and Geological Surveys and the monitoring wells are maintained by the State Water Survey. Please see the attached map showing the locations of these monitoring wells.

In order to improve the study, the City has enhanced this monitoring for seven (7) wells in the current LRWSPC network and two (2) wells near Evergreen Lake. The attached map shows the location of these enhanced nine (9) monitoring wells. The enhanced monitoring allows for a real time observation of the selected monitoring wells via a wireless uplink. The City purchased equipment in 2012, with the Illinois State Water Survey Group installing the equipment in 2013 in seven (7) of the existing observation well, as well as the two (2) wells at Evergreen Lake which was an integral part of the Interim Water Supply Plan.

Before the Department invested in the continuous monitoring of these wells, data was collected once every three (3) months. While this information was helpful, the addition of telemetry to these nine (9) wells, has dramatically increased our understanding of the behavior of the groundwater. We are now capable of observing the data to see how the aquifers react in real time. These wells provide the department continuous data that helps to explain the total behavior of the Mahomet Aquifer. Immediate changes to precipitation or pumping changes in the aquifer can be monitored and recorded. Measuring well water levels once every months can completely miss short term changes that could better describe the overall behavior of the aquifer. By better understanding those effects, we can more confidently predict the effects of potential future withdrawals on the resource.

This project will continue to provide additional information for the development of the county line well field and the monitoring wells will help determine whether a small groundwater supply can be developed near the reservoirs. This project will last for three (3) years and can be renewed or discontinued at that time.

The Mahomet Aquifer pumping rates can be modeled by computer with adequate data inputs from the long term monitoring of the aquifer in this area. This can in turn lead to the optimal siting of wells and can provide scientific answers to questions regarding impacts on other wells in the area.

The City approached the Illinois State Water Survey for this project because they are recognized as the definitive technical experts on water supply matters in the state and are trusted to be impartial in their opinions. Trust and technical expertise are critical when developing a new public water source. Over the course of the project, the Illinois State Water Survey's reputation has remained impeccable.

This three (3) year extension of the study has been proposed with a total cost of \$24,519.00, with the first year payment equaling \$8,046. The Water Department will budget \$8,172.00 for FY19 and \$8,301 for FY20.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Illinois State Water Survey; the Town of Normal, Illinois; McLean County

**FINANCIAL IMPACT:** Funds for the FY 2018 portion totaling \$8,046.00 are included in the FY 2018 Budget under Water Purification-Other Professional & Technical Services (50100130-70220). Stakeholders can locate this in the FY 2018 Budget Book titled "Adopted Other Funds Budget" on page 140. The Water Department will budget accordingly for the FY 2019 amount of \$8,172.00 and the FY 2020 amount of \$8,301.00.

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

Link to Comprehensive Plan/Downtown Plan Goals: UEW-1.5 Reliable water supply and distribution system that meets the needs of the current and future residents.

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** Not Applicable

Respectfully submitted for Council consideration.

Prepared by: Joseph M. Darter, Miscellaneous Technical Assistant  
Richard Twait, Superintendent of Purification

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

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Scott Rathbun, Budget Manager

Legal review by:

Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read "David A. Hales". The signature is fluid and cursive, with a prominent loop at the end.

David A. Hales  
City Manager

**Attachments:**

- Resolution Waiving Bidding Requirements
- Proposed University of Illinois Board of Trustees Agreement
- Existing University of Illinois Board of Trustees Agreement
- Map of Well Locations
- Sample Observation Well Observed / Data Logger Groundwater Elevation Data

RESOLUTION NO. 2017 – \_\_\_\_\_

**A RESOLUTION AUTHORIZING WAIVING THE TECHNICAL BIDDING REQUIREMENTS AND APPROVING THE CONTRACT BETWEEN THE UNIVERSITY OF ILLINOIS BOARD OF TRUSTEES AND THE CITY OF BLOOMINGTON FOR THE GROUNDWATER LEVEL MONITORING PROGRAM**

WHEREAS, the City has found the need to enter into a new contract to continue the Groundwater Level Monitoring partnership between the City of Bloomington and the University of Illinois Board of Trustees; and

WHEREAS, the City has found the University of Illinois to be a valuable and dedicated partner in scientific research and wishes to maintain and build upon the research currently conducted jointly; and

WHEREAS, to ensure the City of Bloomington Interim Water Supply Plan is faithfully executed.

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

That the recitals set forth above are incorporated herein, the bidding requirements waived, and City Manager, or designated representatives, are authorized to secure the contract for Groundwater Level Monitoring Program with the University of Illinois Board of Trustees and the Scientific group known as Illinois State Water Survey Group for the total investment of \$24,519.00, payable in three installments, and are authorized to execute any necessary documents to effectuate the purchase.

PASSED this 9<sup>th</sup> day of October 2017.

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_.

CITY OF BLOOMINGTON

ATTEST:

\_\_\_\_\_  
Tari Renner, Mayor

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



## SPONSORED RESEARCH AGREEMENT

This Sponsored Research Agreement ("Agreement") is between THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, a body corporate and politic organized and existing under the laws of the State of Illinois, doing business on its Urbana-Champaign campus through Sponsored Programs Administration, 1901 South First Street, Suite A, Champaign IL 61820-7406 ("UNIVERSITY"), and City of Bloomington, organized and existing under the laws of Illinois with its principal offices at 109 E. Olive St. Bloomington, IL 61701 ("SPONSOR"). The parties may be referred to individually as "Party" and collectively as the "Parties".

The Parties contemplate that the research to be performed under this Agreement will be of mutual interest and benefit; and

UNIVERSITY has determined that the research will further the instructional, research, public service or economic development objectives of UNIVERSITY consistent with its status as a public institution of higher education.

NOW, THEREFORE, the Parties agree:

### 1.0. THE RESEARCH

**1.1. STATEMENT OF WORK.** UNIVERSITY will use reasonable efforts to perform the research project titled Groundwater Level Monitoring and more fully described in the statement of work attached to this Agreement as Exhibit A ("Research").

**1.2. TECHNICAL REPORTS.** UNIVERSITY will furnish to SPONSOR written progress reports of the Research in such detail that SPONSOR reasonably requests and if requested, a final report summarizing the Research and results within ninety (90) days following expiration of this Agreement.

**1.3. PRINCIPAL INVESTIGATOR.** The Principal Investigator who will direct the Research for UNIVERSITY is Steven Wilson. If the Principal Investigator becomes unable to perform this Agreement for any reason, UNIVERSITY may appoint a successor Principal Investigator with SPONSOR's written approval. Either Party may terminate this Agreement in accordance with Section 3.4 if the Parties cannot agree on an acceptable successor within a reasonable time.

**1.4. EQUIPMENT/SUPPLIES.** Title to all equipment and property purchased by UNIVERSITY under this Agreement will be in and remain with UNIVERSITY even after completion or termination of the Agreement.

### 2.0. FINANCIAL

**2.1. RESEARCH COSTS.** SPONSOR will pay to UNIVERSITY the direct and the facilities and administration ("F&A") costs (collectively "Research Costs") that UNIVERSITY incurs in performing the Research. Neither UNIVERSITY nor SPONSOR is obligated to expend or pay, respectively, any funds in excess of the Research Costs for the Research. The F&A cost rate will remain in effect during the Term as described in Article 3.1.

Agreement # \_\_\_\_\_

**2.2. PAYMENT SCHEDULE.** SPONSOR will pay to UNIVERSITY the Research Costs in U.S. dollars as follows:

This is a cost-reimbursement agreement. No more frequently than monthly, UNIVERSITY will submit invoices to SPONSOR evidencing the actual Research Costs described in Exhibit B ("Budget") and incurred by UNIVERSITY in performing the Research. SPONSOR will pay the full amount due within 30 days from its receipt of an invoice.

This is a fixed-price agreement. Within 30 days of the Effective Date, SPONSOR will pay UNIVERSITY \$ 8,046.00 and thereafter as follows: \$8,172.0 on May 16, 2018; \$8,301.00 on May 16, 2019 for total compensation of \$ 24,519.

**2.3. REMITTANCE.** SPONSOR will pay UNIVERSITY through one of the following payment options:

(a) By check made payable to the "University of Illinois" and mailed to:

University of Illinois at Urbana-Champaign
Sponsored Programs Administration, Post-Award
28392 Network Place
Chicago, IL 60673-1283
U.S.A.

(b) By Automated Clearinghouse ("ACH") sent to UNIVERSITY's bank account:

Financial Institution	JP Morgan Chase Bank, N.A.
Address	10 South Dearborn Chicago, IL 60603-2300 USA
Nine-Digit Routing Transit Number	071000013
Depositor Account Title	The Board of Trustees of the University of Illinois, EDI Receipts and Federal Depository
Depositor Account Number	616002911
Type of Account	Checking

(c) Domestic/International Wire. By Wire transfer sent to UNIVERSITY's bank account:

Financial Institution	JP Morgan Chase Bank, N.A.
Address	4 New York Plaza, FI 15 New York, NY 10004
Nine-Digit Routing Transit Number	021000021
Depositor Account Title	The Board of Trustees of the University of Illinois, EDI Receipts and Federal Depository
Depositor Checking Account Number	616002911
Swift Code:	CHASUS33XXX
Type of Account:	Checking

### 3.0. TERM AND TERMINATION

**3.1. TERM.** This Agreement is effective on 09 OCTOBER 2017 ("Effective Date") and will terminate on 15 May 2020 unless sooner terminated in accordance with this Section 3 ("Term"). The Parties may extend the Term by written amendment.

**3.2. TERMINATION FOR CONVENIENCE.** Either Party may terminate this Agreement for convenience by providing 60 days' advance written notice to the other Party.

**3.3. TERMINATION FOR BREACH.** Upon material breach, the aggrieved Party may terminate this Agreement provided that the breaching Party fails to cure the breach within 30 days after receipt of written notice. This remedy is in addition to any other remedies available at law.

**3.4. IMMEDIATE TERMINATION.** Either Party may terminate this Agreement effective immediately upon notice to the other if: (a) the Parties cannot agree on an acceptable successor Principal Investigator; (b) SPONSOR has been declared insolvent, ceases (or threatens to cease) to carry on its business; or an administrator or receiver has been appointed over all or part of its assets; (c) SPONSOR's failure to pay promptly; or (d) either Party is debarred or excluded from participating in any government program.

**3.5. EFFECT OF TERMINATION.** If SPONSOR terminates this Agreement for convenience, SPONSOR will pay for all Research Costs incurred through the date of termination, including all non-cancelable obligations, even though the obligations may extend beyond the termination date. For any other termination, SPONSOR will pay UNIVERSITY for all Research Costs incurred through the termination date. Termination will not affect the Parties' rights and obligations accrued prior to termination.

#### **4.0. CONFIDENTIAL INFORMATION**

**4.1. CONFIDENTIALITY OBLIGATION.** Each Party will advise its employees to use reasonable efforts to hold in confidence all proprietary information received from the other Party in connection with the Research that the disclosing Party intends to remain secret from third parties on the grounds that its disclosure would either cause the disclosing Party competitive harm or waive a privilege granted by law ("Confidential Information"); provided, however, that each Party may share Confidential Information with third parties to the extent necessary to perform the Research under terms consistent with this Agreement. For written disclosures, the Party disclosing Confidential Information will mark the information "Confidential" at the time of disclosure. For oral or visual disclosures, the Party disclosing Confidential Information will designate the information "Confidential" at the time of disclosure and confirm such designation in writing to the other Party no later than 30 days after disclosure. Except as provided in Section 6.2, each Party's obligation of confidentiality shall extend for three years from disclosure and shall not apply to information that: (a) was in recipient's possession on a non-confidential basis prior to receipt from disclosing Party; (b) is in the public domain or is general or public knowledge prior to disclosure, or after disclosure, enters the public domain or becomes general or public knowledge through no fault of recipient; (c) is properly obtained by recipient from a third party not known to be under a confidentiality obligation to disclosing Party; (d) is explicitly approved for release by written authorization of disclosing Party; (e) is or has been developed by recipient independent of recipient's access to disclosing Party's Confidential Information; or (f) is required by law or court order to be disclosed. In no event will either Party be in breach of this Agreement for its good faith compliance with applicable law.

**4.2. RESPONSE TO INFORMATION REQUESTS.** If UNIVERSITY receives a request under the Illinois Freedom of Information Act or a request by legal process or administrative order to disclose Confidential Information, UNIVERSITY will use reasonable efforts to provide prompt notice to SPONSOR and will reasonably cooperate with SPONSOR to protect any SPONSOR Confidential Information.

## **5.0. PUBLICATION/PUBLIC PRESENTATIONS**

**5.1. REVIEW PERIOD.** UNIVERSITY researchers may publish or publicly disclose non-confidential Research results without SPONSOR interference after providing SPONSOR a 30-day period for review and comment. Upon written notice by SPONSOR that the proposed publication contains SPONSOR Confidential Information or enabling disclosures of Inventions (as defined below), UNIVERSITY will either revise the publication to eliminate such disclosures, or will delay publication for a limited period in its discretion to allow for preparation and filing of U.S. patent applications. UNIVERSITY will consider comments provided by SPONSOR and work with SPONSOR in good faith to endeavor to resolve all outstanding publication issues, prior to proceeding with the publication or public disclosure, but in no event will UNIVERSITY's ability to publish or publicly disclose its own research results or non-confidential information be denied by SPONSOR.

The Parties will cooperate so that student theses or dissertations are not adversely affected by any delay.

**5.2. COPIES OF PUBLICATIONS.** UNIVERSITY will furnish SPONSOR with a copy of any publications resulting from the Research.

**5.3. ACKNOWLEDGMENT.** Each Party will acknowledge the contributions of the other Party in publications or public presentations as scientifically appropriate.

## **6.0. INTELLECTUAL PROPERTY**

**6.1. INVENTIONS.** "Inventions" means those potentially patentable discoveries, including pending patent applications and issued patents, first conceived and actually reduced to practice in performance of the Research. UNIVERSITY shall own all Inventions first conceived and actually reduced to practice solely by UNIVERSITY employees ("UNIVERSITY Inventions"). SPONSOR shall own all Inventions otherwise first conceived and actually reduced to practice solely by SPONSOR employees ("SPONSOR Inventions"). The Parties shall jointly own all Inventions first conceived and actually reduced to practice by both UNIVERSITY and SPONSOR employees ("Joint Inventions").

**6.2. CONFIDENTIALITY OF INVENTION DISCLOSURES.** UNIVERSITY will promptly notify SPONSOR of any Invention disclosure received by its Office of Technology Management ("OTM"). SPONSOR shall treat all UNIVERSITY Invention disclosures as Confidential Information. Notwithstanding Section 4.1, SPONSOR's obligation of confidentiality for Invention disclosures shall continue until the Confidential Information becomes publicly available through no fault of SPONSOR. Each Party will promptly notify the other of any Joint Inventions.

## **6.3. PATENTS**

**6.3.1. PATENT FILING.** At SPONSOR's request and expense, UNIVERSITY will file patent applications in the United States and in foreign countries for UNIVERSITY or Joint Inventions. For Joint Inventions, SPONSOR may, with UNIVERSITY approval, control the patent application filing, prosecution and maintenance. SPONSOR will make any filing request to UNIVERSITY in writing and within 60 days of UNIVERSITY's notice of Invention disclosure. UNIVERSITY will keep SPONSOR promptly informed regarding the status of any patent application filed at SPONSOR's expense and will give SPONSOR reasonable opportunity to comment. If SPONSOR elects not to have UNIVERSITY file patent applications, then UNIVERSITY may, at

its discretion and at its expense, file patent applications in the United States and in foreign countries for any UNIVERSITY or Joint Invention.

**6.3.2. FOREIGN FILING ELECTION.** SPONSOR will notify UNIVERSITY of any foreign countries in which SPONSOR desires a license at least 60 days prior to the respective foreign filing due date.

**6.3.3. COSTS.** If SPONSOR requests UNIVERSITY to file a patent application or if SPONSOR elects to license UNIVERSITY Inventions, SPONSOR will pay UNIVERSITY, within 30 days of invoice date, all documented costs to secure and maintain the patents.

**6.4 LICENSING.** In consideration of SPONSOR's support of the Research, UNIVERSITY grants to SPONSOR the following:

**6.4.1 NON-COMMERCIAL USE LICENSE.** A non-exclusive, non-transferable, royalty-free license to practice each UNIVERSITY Invention for non-commercial purposes.

**6.4.2 COMMERCIAL USE LICENSE.**

**A. UNIVERSITY INVENTIONS:** The option to negotiate a royalty-bearing commercial license in a designated field of use and territory, for either non-exclusive or exclusive rights in each UNIVERSITY Invention, which SPONSOR may elect by written notice to UNIVERSITY no later than six months after UNIVERSITY's notice of Invention disclosure. The negotiation period for the license shall be three months from the date of notice of election. If the parties have not entered into a license before the end of the negotiation period, then UNIVERSITY may license the Invention to third parties without further obligation to SPONSOR.

**B. JOINT INVENTIONS:** The option to negotiate an exclusive, royalty-bearing commercial license in a designated field of use and territory which SPONSOR may elect by written notice to UNIVERSITY no later than six months after UNIVERSITY's notice of Invention disclosure. The negotiation period for the license shall be three months from the date of notice of election. If the parties have not entered into a license before the end of the negotiation period, then UNIVERSITY may non-exclusively license its interest in the Joint Invention to third parties without further obligation to SPONSOR.

**6.5. BACKGROUND INTELLECTUAL PROPERTY.** Nothing in this Agreement grants to either Party any rights or interest in the other Party's Background Intellectual Property. "Background Intellectual Property" means (a) all works of authorship created outside the scope of this Agreement and (b) potentially patentable discoveries, including pending patent applications and issued patents, conceived or first reduced to practice outside the scope of this Agreement. Any Background Intellectual Property that is reasonably anticipated by the Principal Investigator to be required to perform the Research or to practice the results thereof will be specified in an exhibit to this Agreement.

**6.6. CREATE ACT.** The Parties agree by marking this box  that this Agreement constitutes a "joint research agreement" as that term is defined by the Cooperative Research and Technology Enhancement Act of 2004, pre-America Invents Act ("AIA") 35 U.S.C. § 103(c) and/or AIA USC 102(c) and 100(h). In the event of any Inventions, the Parties will reasonably cooperate in invoking the CREATE Act and its companion regulations to overcome an obviousness or novelty rejection of a patent application.

## **6.7 COPYRIGHTS AND Software**

**6.7.1. OWNERSHIP.** Title to all original works of authorship created in performance of the Research and in which copyright may be claimed ("Copyrightable Works") shall vest initially in the author, subject to the policies of the Party that employs the author. Any joint work, as that term is defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, as amended, shall be jointly owned, but co-owners shall have no duty of accounting for any profits.

**6.7.2. INTERNAL USE LICENSE.** UNIVERSITY grants to SPONSOR a non-exclusive, royalty-free license to use, reproduce, prepare derivative works, display, distribute and perform all UNIVERSITY-owned Copyrightable Works (including any computer software and its documentation and/or databases first developed and delivered) for SPONSOR's non-commercial purposes, provided that SPONSOR shall not have the right to market or sublicense the Copyrightable Works or distribute copies or derivative works to third parties unless such rights are provided for in a separate distribution or licensing agreement.

**7.0. DELIVERABLES.** "Deliverables" are those tangible (corporeal) items, as distinguished from intangible (intellectual) property, produced in performance of the Research and identified as a Deliverable in Exhibit A. UNIVERSITY shall hold title to all original data, information and results generated by UNIVERSITY in performance of the Research along with all corresponding intellectual property rights; provided however, that title to tangible items will vest in SPONSOR upon delivery by UNIVERSITY. SPONSOR shall retain ownership of all tangible items supplied by SPONSOR to UNIVERSITY to perform the Research. UNIVERSITY retains the right to use the Deliverables for research and academic purposes. To be clear, all methodologies, technologies and know-how described in the Deliverables or used by UNIVERSITY to create the Deliverables shall be considered intellectual property and subject to ownership and licensing rights under Article 6.

**8.0. DISCLAIMER OF WARRANTIES.** UNIVERSITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS PERFORMANCE UNDER THIS AGREEMENT. UNIVERSITY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, USE OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS WITH REGARD TO DATA, INVENTIONS, COPYRIGHTABLE WORKS, DELIVERABLES, OR OTHER RESEARCH RESULTS PROVIDED BY UNIVERSITY.

## **9.0. LIMITATION OF/RELEASE FROM LIABILITY**

**9.1. LIMITATION OF LIABILITY.** UNIVERSITY SHALL NOT BE LIABLE TO SPONSOR FOR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR OTHER DAMAGES (INCLUDING LOST REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC LOSS OR DAMAGE) HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY (WHETHER FOR BREACH OR IN TORT, INCLUDING NEGLIGENCE) ARISING FROM, RELATED TO, OR CONNECTED WITH SPONSOR'S USE OF DATA, INVENTIONS, COPYRIGHTABLE WORKS, DELIVERABLES, OR ANY OTHER RESEARCH RESULTS PROVIDED BY UNIVERSITY, EVEN IF UNIVERSITY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**9.2. RELEASE FROM LIABILITY.** SPONSOR releases UNIVERSITY and its Trustees, officers, employees, and agents from all liability, and shall be responsible, for any and all costs, damages, and expenses, including attorney fees, arising from any claims, damages, and liabilities asserted by third parties in connection with or arising from SPONSOR's use of data,

Inventions, Copyrightable Works, Deliverables, or any other Research results provided by UNIVERSITY.

#### **10.0. GENERAL PROVISIONS**

**10.1. FISCAL MANAGEMENT.** UNIVERSITY will maintain complete and accurate accounting records in accordance with accepted accounting practices for institutions of higher education. UNIVERSITY will make the accounting records available for inspection and audit by SPONSOR or its authorized agent, at reasonable times upon reasonable notice at SPONSOR's expense for three years following the end of UNIVERSITY's fiscal year (July 1 - June 30) in which Research Costs are incurred.

**10.2. USE OF NAMES.** Neither Party will use the name of the other in any form of advertising or publicity without the express written permission of the other Party. SPONSOR shall seek permission from UNIVERSITY by submitting the proposed use, well in advance of any deadline, to the Associate Chancellor for Public Affairs, University of Illinois via email at [publicaffairs@illinois.edu](mailto:publicaffairs@illinois.edu).

**10.3. RELATIONSHIP OF THE PARTIES.** Neither Party is agent, employee, legal representative, partner or joint venturer of the other. Neither Party has the power or right to bind or commit the other.

**10.4. GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, U.S.A., without reference to its conflict of law provisions.

**10.5. THIRD PARTY BENEFICIARIES.** This Agreement does not create any rights, or rights of enforcement, in third parties.

**10.6. SEVERABILITY.** If a court of competent jurisdiction finds any provision of this Agreement legally invalid or unenforceable, such finding will not affect the validity or enforceability of any other provision of this Agreement and the Parties will continue to perform. If the Agreement cannot be performed in the absence of the provision, this Agreement will terminate upon 30 days' written notice by one Party to the other Party.

**10.7. MERGER.** This Agreement and all attachments embody the entire understanding of the Parties and will supersede all previous or contemporaneous communications, either verbal or written, between the Parties relating to this Agreement. Purchase orders, or similar payment instruments, issued after this Agreement is signed do not amend or supplement the terms of this Agreement but are issued as a payment mechanism only.

**10.8. AMENDMENTS.** No modification to this Agreement will be effective unless confirmed in a written amendment signed by each Party's authorized representative.

**10.9. COUNTERPARTS.** The Parties may sign this Agreement in one or more counterparts, each of which constitutes an original and all of which together constitute the Agreement. Facsimile or scanned PDF signatures shall constitute original signatures for all purposes.

**10.10. ASSIGNMENTS.** This Agreement shall bind, and inure to the benefit of, the Parties and any successors to substantially the entire assets of the respective Party. Neither Party may assign this Agreement without first obtaining the prior written consent of the other Party, and any attempted assignment is void.

**10.11. FORCE MAJEURE.** Each Party will be excused from performance of the Agreement only to the extent that performance is prevented by conditions beyond the reasonable control of the affected Party. The Party claiming excuse for delayed performance will promptly notify the other Party and will resume its performance as soon as performance is possible.

**10.12. EXPORT CONTROL.** Each Party acknowledges that performance of all obligations under this Agreement is contingent on compliance with applicable United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities. The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States government and/or written assurances by SPONSOR that SPONSOR will not re-export data or commodities to certain foreign countries or nationals thereof without prior approval of the cognizant government agency.

Prior to providing UNIVERSITY with any items subject to export control laws, SPONSOR will notify UNIVERSITY and identify the items at issue and the applicable export control laws. If the items are subject to the Export Administration Regulations ("EAR"), SPONSOR will either furnish to UNIVERSITY the applicable Export Control Classification Numbers or indicate that EAR 99 applies. If the items are subject to the International Traffic in Arms Regulations ("ITAR"), SPONSOR will notify UNIVERSITY of the relevant United States Munitions List ("USML") categories and subcategories. UNIVERSITY may decline to accept any export-controlled items. SPONSOR will direct all notices given under this section to UNIVERSITY's Export Compliance Officer, Sponsored Programs Administration; 1901 South First Street, Champaign, IL 61820; email: exportcontrols@illinois.edu

**10.13. RESOLUTION OF DISPUTES.** The Parties will enter into good faith negotiations to resolve any disputes arising from this Agreement. Resolution will be confirmed by written amendment to this Agreement. If the Parties cannot resolve any dispute amicably through negotiation, either Party may terminate this Agreement in accordance with Article 3.0.

**10.14. SURVIVAL.** All terms of this Agreement that are intended to survive termination or expiration in order to be effective shall survive such termination or expiration.

**10.15. WAIVER.** No waiver of any right, remedy, power or privilege by any Party under this Agreement shall be effective unless made in writing. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or of any other provision of this Agreement.

**10.16. NOTICES.** Any notice given under this Agreement will be in writing and will be effective upon receipt evidenced by: (a) personal delivery; (b) confirmed facsimile transmission; (c) confirmed receipt of email; (d) return receipt of postage prepaid registered or certified mail; or (e) delivery confirmation by commercial overnight carrier. All communications will be sent to the addresses set forth below or to such other address designated by a Party by written notice to the other Party in accordance with this section:

UNIVERSITY: *For matters related to the Sponsored Research Agreement:*

University of Illinois  
Director Pre-Award, Sponsored Programs Administration  
1901 South First Street  
Champaign, IL 61820-7406  
Telephone: (217) 333-2187  
Fax: (217) 239-6830

Email: [spapreaward@illinois.edu](mailto:spapreaward@illinois.edu)

UNIVERSITY: *For matters related to intellectual property and licensing:*

University of Illinois  
Director, Office of Technology Management  
319 Ceramics Building  
105 South Goodwin Avenue  
Urbana, IL 61801  
Telephone: (217) 333-7862  
Fax: (217) 265-5530  
Email: [otm@illinois.edu](mailto:otm@illinois.edu)

SPONSOR:

Telephone:  
Fax:  
Email:

**10.17. AUTHORIZED SIGNATORIES.** Each Party represents that the individuals signing this Agreement on its behalf are authorized, and intend, to bind the organization in contract.

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

**SPONSOR**

\_\_\_\_\_  
Avijit Ghosh, Interim Comptroller

\_\_\_\_\_  
Signature

Date \_\_\_\_\_

\_\_\_\_\_  
Name and Title of Authorized Signatory

Date \_\_\_\_\_

UNDERSTOOD AND AGREED:

\_\_\_\_\_  
Principal Investigator

Approved for form by University Counsel: KAH 09/01/2017

**Groundwater-Level Monitoring in McLean, Tazewell, and Logan Counties,  
Development of a Sub-Network With Automated Data Collection and Retrieval**

**SUMMARY**

This proposal is being submitted to enhance the groundwater level network currently being monitored by the Illinois State Water Survey through a contract with the Long Range Water Plan Steering Committee. The focus of the network is to maintain a record of groundwater level fluctuations in the aquifers west of Bloomington-Normal. The work proposed is to maintain automated recorders and telemetry at 9 wells for continuous water level monitoring. Six of the wells are currently part of the LRWPSC network, 3 additional wells are near Bloomington's water supply lakes north of Bloomington-Normal. This proposed effort, an enhancement of the monitoring conducted from 1999 to date, is proposed for three years duration from May 16, 2017 to May 15, 2020. The project includes maintaining transducers and cell phone telemetry in 9 wells, regular downloads of those data, yearly reporting of the data, and display of the continuous data on a public website hosted by the ISWS. The wells will also be hand measured quarterly and the sites will be mowed twice a year as part of the existing contract with the LRWPSC.

**SCOPE OF EFFORT**

**Task 1: Calibration and data checking.** The equipment will be calibrated onsite and diagnostics will be ran to ensure that the stations are functioning properly.

**Task 2: Data collection and reduction.** The data will be regularly downloaded at the ISWS. Those data will be reported both in the regular letter sent annually to the LRWPSC. Any issues with the equipment at the 9 wells will be reported for discussion directly to Bloomington.

**Task 3: Providing near real time data on the web.** The ISWS has struggled to develop its capabilities for displaying data on the web. However, efforts are currently in place to upgrade our web services so that this information can be placed on the ISWS website and made available to the public. We are working to develop capabilities similar to the USGS water level data availability on the web. The data will also be added to the ISWS internal database that contains a record of every water level measurement of these wells, since their installation in the early 1990's.

**Task 4: Provide annual summaries, with hydrographs.** An annual summary, consisting of a letter report and hydrographs for each measuring point will be submitted at the end of each year as part of the annual letter report sent to the larger

network funded through the LRWPSC.

Our long-time hourly employee, Jay Sheley, has left the ISWS. For this proposal, costs include fringe benefits and travel costs reflective of ISWS staff conducting the well measurements and maintenance.

<b><u>BUDGET</u></b>	Yr1	Yr2	Yr3	Total
Salary Acad Prof (8%)	3956	4035	4116	12107
Fringe Benefits 44.45% - AP	1759	1794	1830	5383
Supplies	300	300	300	900
Travel	600	600	600	1800
Contractual	700	700	700	2100
Total Direct Costs	7315	7429	7546	22290
Indirect Costs (10%)	731	743	755	2229
Total Cost	8046	8172	8301	24519

#### **BUDGET JUSTIFICATION**

##### **Personnel – Total \$12,107**

Field Technician@ 8% for the length of the project to measure wells, download telemetry data, conduct QA/QC on the data, and enter the data into the ISWS database, as well as assist in development of the annual letter report.

##### **Fringe Benefits – Total \$5,383**

Fringe Benefits are 44.55% of salary for full time staff, as approved by Office of Naval Research for UIUC.

**Materials and Supplies – Total \$900**

Supplies are in support of the field effort, batteries, and site maintenance related to having telemetry systems on these wells.

**Travel – Total \$1,800**

Travel is to measure and download data to verify telemetry data at the wells, as well as go to additional locations north of Bloomington, as well as any repairs needed to well installations during the project.

**Contractual – Total \$2,100**

Contractual services include telemetry cell phone charges for sending data to the ISWS.

**Indirect Costs – Total \$2,229**

Indirect cost rate is 10.0% for a local government entity, the City of Bloomington.



SPONSORED RESEARCH AGREEMENT

This Sponsored Research Agreement ("Agreement") is between THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, a body corporate and politic organized and existing under the laws of the State of Illinois, doing business on its Urbana-Champaign campus through the Office of Sponsored Programs and Research Administration, 1901 South First Street, Suite A, Champaign IL 61820-7406 ("UNIVERSITY"), and The City of Bloomington, organized and existing under the laws of Illinois with its principal offices at 109 E. Olive St., Bloomington, IL 61701 ("SPONSOR"). The parties may be referred to individually as "Party" and collectively as the "Parties".

The Parties contemplate that the research to be performed under this Agreement will be of mutual interest and benefit; and

UNIVERSITY has determined that the research will further the instructional, research, public service or economic development objectives of UNIVERSITY consistent with its status as a public institution of higher education.

NOW, THEREFORE, the Parties agree:

1.0. THE RESEARCH

1.1. STATEMENT OF WORK. UNIVERSITY will use reasonable efforts to perform the research project titled Groundwater-Level Monitoring in McLean, Tazewell, and Logan Counties: Development of a Sub-Network with Automated Data Collection and Retrieval and more fully described in the statement of work attached to this Agreement as Exhibit A ("Research").

1.2. REPORTS. UNIVERSITY will furnish to SPONSOR written progress reports of the Research in such detail that SPONSOR reasonably requests.

1.3. PRINCIPAL INVESTIGATOR. The Principal Investigator who will direct the Research for UNIVERSITY is Dr. Steven Wilson. If the Principal Investigator becomes unable to perform this Agreement for any reason, UNIVERSITY may appoint a successor Principal Investigator with SPONSOR's written approval. Either Party may terminate this Agreement in accordance with Section 3.5 if the Parties cannot agree on an acceptable successor within a reasonable time.



30 1.4. PERFORMANCE PERIOD. UNIVERSITY will perform the Research during the period ~~May~~ April 16, 2012 through May 15, 2017 ("Performance Period"). The Parties may extend the Performance Period by written amendment.

1.5. EQUIPMENT/SUPPLIES. Title to all equipment and property purchased by UNIVERSITY under this Agreement will be in and remain with UNIVERSITY even after completion or termination of the Agreement.

2.0. RESEARCH COSTS

2.1. BUDGET. SPONSOR will pay to UNIVERSITY the direct and the facilities and administration ("F&A") costs (collectively "Research Costs") described in Exhibit B ("Budget") that UNIVERSITY incurs in performing the Research. The F&A cost rate set forth in the Budget

UIeRA # 2012-00737-00

will remain in effect during the Performance Period. SPONSOR is not liable for costs other than the Research Costs described in the Budget, and UNIVERSITY is obligated to perform only the Research funded by SPONSOR.

**2.2. PAYMENT SCHEDULE.** SPONSOR will pay to UNIVERSITY the Research Costs in U.S. dollars as follows:

This is a cost-reimbursement agreement. No more frequently than monthly, UNIVERSITY will submit invoices to SPONSOR evidencing the actual Research Costs incurred by UNIVERSITY in performing the Research. SPONSOR will pay the full amount due within 30 days from its receipt of an invoice.

This is a fixed-price agreement. Upon execution of the Agreement, SPONSOR will pay UNIVERSITY \$25,497 and thereafter as follows: \$7,972 on September 1, 2012; \$8,129 on September 1, 2013; \$8,286 on September 1, 2014; \$8,443 on September 1, 2015 for the total compensation of \$58,327.

**2.3. REMITTANCE.** SPONSOR will pay UNIVERSITY through one of the following two payment options:

(a) By check made payable to the "University of Illinois" and mailed to:

University of Illinois at Urbana-Champaign
Grants & Contracts
P.O. Box 4610
Springfield, IL 62708-4610
U.S.A.

(b) By Automated Clearinghouse ("ACH") sent to UNIVERSITY's bank account:

Financial Institution	JP Morgan Chase Bank, N.A.
Address	East Old State Capitol Plaza P.O. Box 19266 Springfield, IL 62794-9266 USA
Nine-Digit Routing Transit Number	071000013
Depositor Account Title	The Board of Trustees of the University of Illinois, EDI Receipts and Federal Depository
Depositor Account Number	616002911
Type of Account	Checking

**3.0. EFFECTIVE DATE AND TERMINATION**

**3.1. EFFECTIVE DATE.** This Agreement is effective on the date signed by the last of the Parties to sign this Agreement unless otherwise provided in this section as follows: May 16, 2012 ("Effective Date").

*April 30*



**3.2. EXPIRATION.** This Agreement will expire on the end date of the Performance Period, unless sooner terminated in accordance with this Section 3.

**3.3. TERMINATION FOR CONVENIENCE.** Either Party may terminate this Agreement for convenience by providing 60 days' advance written notice to the other Party.

**3.4. TERMINATION FOR BREACH.** Upon material breach, the aggrieved Party may terminate this Agreement provided that the breaching Party fails to cure the breach within 30 days after receipt of written notice. This remedy is in addition to any other remedies available at law.

**3.5. IMMEDIATE TERMINATION.** Either Party may terminate this Agreement effective immediately upon notice to the other if: (a) the Parties cannot agree on an acceptable successor Principal Investigator; (b) SPONSOR has been declared insolvent, ceases (or threatens to cease) to carry on its business; or an administrator or receiver has been appointed over all or part of its assets; (c) SPONSOR's failure to pay promptly; or (d) either Party is debarred or excluded from participating in any government program.

**3.6. EFFECT OF TERMINATION.** If SPONSOR terminates this Agreement for convenience, SPONSOR will pay for all Research Costs incurred through the date of termination, including all non-cancelable obligations, even though the obligations may extend beyond the termination date. For any other termination, SPONSOR will pay UNIVERSITY for all Research Costs incurred through the termination date. Termination will not affect the Parties' rights and obligations accrued prior to termination.

#### **4.0. CONFIDENTIAL INFORMATION**

**4.1. CONFIDENTIALITY OBLIGATION.** Each Party will advise its employees to use reasonable efforts to hold in confidence all proprietary information received from the other Party in connection with the Research ("Confidential Information"); provided, however, that each Party may share Confidential Information with third parties to the extent necessary to perform the Research under terms consistent with this Agreement. For written disclosures, the Party disclosing Confidential Information will mark the information "Confidential" at the time of disclosure. For oral or visual disclosures, the Party disclosing Confidential Information will designate the information "Confidential" at the time of disclosure and confirm such designation in writing to the other Party no later than 30 days after disclosure. Except as provided in Section 6.2, each Party's obligation of confidentiality shall extend for three years from disclosure and shall not apply to information that: (a) was in recipient's possession on a non-confidential basis prior to receipt from disclosing Party; (b) is in the public domain or is general or public knowledge prior to disclosure, or after disclosure, enters the public domain or becomes general or public knowledge through no fault of recipient; (c) is properly obtained by recipient from a third party not under a confidentiality obligation to disclosing Party; (d) is explicitly approved for release by written authorization of disclosing Party; (e) is or has been developed by recipient independent of recipient's access to disclosing Party's Confidential Information; or (f) is required by law or court order to be disclosed.

**4.2. RESPONSE TO INFORMATION REQUESTS.** If UNIVERSITY receives a request under the Illinois Freedom of Information Act or a request by legal process to disclose Confidential Information, UNIVERSITY will use reasonable efforts to provide prompt notice to SPONSOR and will reasonably cooperate with SPONSOR to protect any SPONSOR Confidential Information.

#### **5.0. PUBLICATION/PUBLIC PRESENTATIONS**

**5.1. REVIEW PERIOD.** UNIVERSITY researchers may publish or publicly disclose non-confidential Research results without SPONSOR interference after providing SPONSOR a 30-day period for review and comment. Upon written notice by SPONSOR that the proposed publication contains SPONSOR Confidential Information or enabling disclosures of Inventions

(as defined below) UNIVERSITY will either revise the publication to eliminate such disclosures, or will delay publication for a limited period in its discretion to allow for preparation and filing of U.S. patent applications. The Parties will cooperate so that student theses or dissertations are not adversely affected by any delay.

**5.2. COPIES OF PUBLICATIONS.** UNIVERSITY will furnish SPONSOR with a copy of any publications resulting from the Research.

**5.3. ACKNOWLEDGMENT.** Each Party will acknowledge the contributions of the other Party in publications or public presentations as scientifically appropriate.

## **6.0. INTELLECTUAL PROPERTY**

**6.1. INVENTIONS.** "Inventions" means those potentially patentable discoveries, including pending patent applications and issued patents, first conceived and actually reduced to practice in performance of the Research. UNIVERSITY shall own all Inventions first conceived and actually reduced to practice solely by UNIVERSITY employees or solely by SPONSOR employees through significant use of UNIVERSITY resources ("UNIVERSITY Inventions"). SPONSOR shall own all Inventions otherwise first conceived and actually reduced to practice solely by SPONSOR employees ("SPONSOR Inventions"). The Parties shall jointly own all Inventions first conceived and actually reduced to practice by both UNIVERSITY and SPONSOR employees ("Joint Inventions").

**6.2. CONFIDENTIALITY OF INVENTION DISCLOSURES.** UNIVERSITY will promptly notify SPONSOR of any Invention disclosure received by its Office of Technology Management ("OTM"). SPONSOR shall treat all UNIVERSITY Invention disclosures as Confidential Information. Notwithstanding Section 4.1, SPONSOR's obligation of confidentiality for Invention disclosures shall continue until the Confidential Information becomes publicly available through no fault of SPONSOR. Each Party will promptly notify the other of any Joint Inventions.

## **6.3. PATENTS**

**6.3.1. PATENT FILING.** UNIVERSITY may, at its discretion and at its expense, file patent applications in the United States and in foreign countries for any UNIVERSITY or Joint Invention. UNIVERSITY also will, at SPONSOR's request and expense, file patent applications in the United States for UNIVERSITY or Joint Inventions. SPONSOR will make any such request to UNIVERSITY in writing and within 60 days of UNIVERSITY's notice of Invention disclosure. UNIVERSITY will keep SPONSOR promptly informed regarding the status of any patent application filed at SPONSOR's expense and will give SPONSOR reasonable opportunity to comment.

**6.3.2. FOREIGN FILING ELECTION.** SPONSOR will notify UNIVERSITY of any foreign countries in which SPONSOR desires a license at least 60 days prior to the respective foreign filing due date.

**6.3.3. COSTS.** If SPONSOR requests UNIVERSITY to file a patent application or if SPONSOR elects to license UNIVERSITY Inventions, SPONSOR will pay UNIVERSITY, within 30 days of invoice date, all documented costs to secure and maintain the patents.

**6.4 LICENSING.** For any patent application on a UNIVERSITY Invention or Joint Invention, UNIVERSITY grants to SPONSOR (a) a non-exclusive, non-transferable, royalty-free license to practice the Invention for non-commercial purposes; and (b) the option to negotiate a royalty-

bearing commercial license in a designated field of use and territory, which SPONSOR may elect by written notice to UNIVERSITY no later than six months after UNIVERSITY's notice of Invention disclosure. The negotiation period for the license shall be three months from the date of notice of election. If the parties have not entered into a license before the end of the negotiation period, then UNIVERSITY may license the Invention and its interest in the Joint Invention to third parties without further obligation to SPONSOR.

**6.5. BACKGROUND INTELLECTUAL PROPERTY.** Nothing in this Agreement grants to either Party any rights or interest in the other Party's Background Intellectual Property. "Background Intellectual Property" means (a) all works of authorship created outside the scope of this Agreement and (b) potentially patentable discoveries, including pending patent applications and issued patents, conceived or first reduced to practice outside the scope of this Agreement.

**6.6. CREATE ACT.** The Parties agree by marking this box  that this Agreement constitutes a "joint research agreement" as that term is defined by the Cooperative Research and Technology Enhancement Act of 2004, 35 U.S.C. § 103(c)(3). In the event of any Inventions, the Parties will reasonably cooperate in invoking the CREATE Act and its companion regulations to overcome an obviousness rejection of a patent application.

## **6.7. COPYRIGHTS**

**6.7.1. OWNERSHIP.** Title to all original works of authorship created in performance of the Research and in which copyright may be claimed ("Copyrightable Works") shall vest initially in the author, subject to the policies of the Party that employs the author. Any joint work, as that term is defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, as amended, shall be jointly owned, but co-owners shall have no duty of accounting for any profits.

**6.7.2. INTERNAL USE LICENSE.** UNIVERSITY grants to SPONSOR a non-exclusive, royalty-free license to use, reproduce, prepare derivative works, display, distribute and perform all UNIVERSITY-owned Copyrightable Works other than computer software and its documentation and informational databases for SPONSOR's internal research purposes, provided that SPONSOR shall not have the right to distribute copies or derivative works to third parties. For UNIVERSITY-owned Copyrightable Works that are identified as a deliverable under the Statement of Work and in the nature of computer software (and its documentation) or informational databases, UNIVERSITY grants to SPONSOR for SPONSOR's internal research purposes a royalty-free, non-transferable, non-exclusive license to use, reproduce, prepare derivative works, display and perform such Copyrightable Works.

**7.0. TANGIBLE RESEARCH PROPERTY.** "Tangible Research Property" ("TRP") means those tangible (corporeal) items, as distinguished from intangible (intellectual) property, produced in performance of the Research. For purposes of illustration, TRP may include items such as: biological materials, computer media, drawings and diagrams, integrated circuit chips, prototype devices, and equipment. UNIVERSITY shall hold title to all TRP produced by UNIVERSITY with UNIVERSITY resources; provided, however, that title to TRP identified as a deliverable under the statement of work will vest in SPONSOR upon delivery by UNIVERSITY.

**8.0. DISCLAIMER OF WARRANTIES.** UNIVERSITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS PERFORMANCE UNDER THIS AGREEMENT. UNIVERSITY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, USE OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS WITH REGARD TO DATA, INVENTIONS,

COPYRIGHTABLE WORKS, TRP, OR OTHER RESEARCH RESULTS PROVIDED BY UNIVERSITY.

**9.0. LIMITATION OF/RELEASE FROM LIABILITY**

**9.1. LIMITATION OF LIABILITY.** UNIVERSITY SHALL NOT BE LIABLE TO SPONSOR FOR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR OTHER DAMAGES (INCLUDING LOST REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC LOSS OR DAMAGE) HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY (WHETHER FOR BREACH OR IN TORT, INCLUDING NEGLIGENCE) ARISING FROM, RELATED TO, OR CONNECTED WITH SPONSOR'S USE OF DATA, INVENTIONS, COPYRIGHTABLE WORKS, TRP, OR ANY OTHER RESEARCH RESULTS PROVIDED BY UNIVERSITY, EVEN IF UNIVERSITY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**9.2. RELEASE FROM LIABILITY.** SPONSOR releases UNIVERSITY and its Trustees, officers, employees, and agents from all liability, and shall be responsible, for any and all costs, damages, and expenses, including attorney fees, arising from any claims, damages, and liabilities asserted by third parties in connection with or arising from SPONSOR's use of data, Inventions, Copyrightable Works, TRP, or any other Research results provided by UNIVERSITY.

**10.0. GENERAL PROVISIONS**

**10.1. FISCAL MANAGEMENT.** UNIVERSITY will maintain complete and accurate accounting records in accordance with accepted accounting practices for institutions of higher education. UNIVERSITY will make the accounting records available for inspection and audit by SPONSOR or its authorized agent, at reasonable times upon reasonable notice at SPONSOR's expense for three years following the end of UNIVERSITY's fiscal year (July 1 - June 30) in which Research Costs are incurred.

**10.2. USE OF NAMES.** Neither Party will use the name of the other in any form of advertising or publicity without the express written permission of the other Party. SPONSOR shall seek permission from UNIVERSITY by submitting the proposed use, well in advance of any deadline, to the Associate Chancellor for Public Affairs, University of Illinois, Third Floor Swanlund Administration Building, 601 East John Street, Champaign, IL 61820; fax (217) 244-7124.

**10.3. RELATIONSHIP OF THE PARTIES.** Neither Party is agent, employee, legal representative, partner or joint venturer of the other. Neither Party has the power or right to bind or commit the other.

**10.4. GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, U.S.A., without reference to its conflict of law provisions.

**10.5. THIRD PARTY BENEFICIARIES.** This Agreement does not create any rights, or rights of enforcement, in third parties.

**10.6. SEVERABILITY.** If a court of competent jurisdiction finds any provision of this Agreement legally invalid or unenforceable, such finding will not affect the validity or enforceability of any other provision of this Agreement and the Parties will continue to perform. If the Agreement cannot be performed in the absence of the provision, this Agreement will terminate upon 30 days' written notice by one Party to the other Party.

**10.7. MERGER.** This Agreement and all attachments embody the entire understanding of the Parties and will supersede all previous or contemporaneous communications, either verbal or written, between the Parties relating to this Agreement. All terms and conditions of any instruments, including purchase orders, issued by SPONSOR to facilitate payment under this Agreement are void, even though they may be issued after the signing of this Agreement.

**10.8. AMENDMENTS.** No modification to this Agreement will be effective unless confirmed in a written amendment signed by each Party's authorized representative.

**10.9. COUNTERPARTS.** The Parties may sign this Agreement in one or more counterparts, each of which constitutes an original and all of which together constitute the Agreement. Facsimile signatures shall constitute original signatures for all purposes.

**10.10. ASSIGNMENTS.** This Agreement shall bind, and inure to the benefit of, the Parties and any successors to substantially the entire assets of the respective Party. Neither Party may assign this Agreement without first obtaining the prior written consent of the other Party, and any attempted assignment is void.

**10.11. FORCE MAJEURE.** Each Party will be excused from performance of the Agreement only to the extent that performance is prevented by conditions beyond the reasonable control of the affected Party. The Party claiming excuse for delayed performance will promptly notify the other Party and will resume its performance as soon as performance is possible.

**10.12. EXPORT CONTROL.** Each Party acknowledges that performance of all obligations under this Agreement is contingent on compliance with applicable United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities. The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States government and/or written assurances by SPONSOR that SPONSOR will not re-export data or commodities to certain foreign countries or nationals thereof without prior approval of the cognizant government agency.

**10.13. RESOLUTION OF DISPUTES.** The Parties will enter into good faith negotiations to resolve any disputes arising from this Agreement. Resolution will be confirmed by written amendment to this Agreement. If the Parties cannot resolve any dispute amicably through negotiation, either Party may terminate this Agreement in accordance with Article 3.0.

**10.14. SURVIVAL.** All terms of this Agreement that are intended to survive termination or expiration in order to be effective shall survive such termination or expiration.

**10.15. WAIVER.** No waiver of any right, remedy, power or privilege by any Party under this Agreement shall be effective unless made in writing. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or of any other provision of this Agreement.

**10.16. NOTICES.** Any notice given under this Agreement will be in writing and will be effective upon receipt evidenced by: (a) personal delivery; (b) confirmed facsimile transmission; (c) return receipt of postage prepaid registered or certified mail; or (d) delivery confirmation by commercial overnight carrier. All communications will be sent to the addresses set forth below or to such other address designated by a Party by written notice to the other Party in accordance with this section:

UNIVERSITY: *For matters related to the Sponsored Research Agreement:*

University of Illinois  
Director, Office of Sponsored Programs & Research Administration  
1901 South First Street  
Champaign, IL 61820-7406  
Telephone: (217) 333-2187  
Fax: (217) 239-6830

UNIVERSITY: *For matters related to intellectual property and licensing:*

University of Illinois  
Director, Office of Technology Management  
319 Ceramics Building  
105 South Goodwin Avenue  
Urbana, IL 61801  
Telephone: (217) 333-7862  
Fax: (217) 265-5530

SPONSOR: Mayor, City of Bloomington  
109 E Olive St., Bloomington IL 61701  
Telephone: 309-434-2152 (Mr. Rick Twait)  
Fax: \_\_\_\_\_

**10.17. AUTHORIZED SIGNATORIES.** Each Party represents that the individuals signing this Agreement on its behalf are authorized, and intend, to bind the organization in contract.

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

Walter K. Knorr  
Walter K. Knorr, Comptroller

Date 5/3/12

**SPONSOR**

Stephen F. Atackton  
Signature

Stephen F. Atackton, Mayor  
Name and Title of Authorized Signatory

Date April 10, 2012

**UNDERSTOOD AND AGREED:**

Steven D. Wilson  
Principal Investigator

Approved for form by University Counsel: LMP/20100625

Exhibit A

**RESEARCH PROPOSAL**

**Submitted To:** The City of Bloomington

**Grantee:** Board of Trustees, University of Illinois  
on behalf of the Illinois State Water Survey

**Scientific Group:** State Water Survey Division  
2204 Griffith Drive  
Champaign, IL 61820

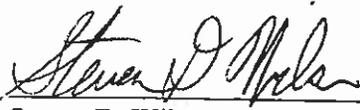
**Title:** Groundwater-Level Monitoring in McLean, Tazewell, and Logan Counties:  
Development of a Sub-Network With Automated Data Collection and Retrieval

**Amount Requested:** \$58,327

**Start Date:** 9/1/2011

**Proposed Duration:** 5 years

**Co-Principal Investigator(s)**



Steven D. Wilson  
Center for Groundwater Science  
Illinois State Water Survey



Kevin L. Rennels  
Center for Groundwater Science  
Illinois State Water Survey



George S. Roadcap  
Center for Groundwater Science  
Illinois State Water Survey

**Approving Administrative Officials**

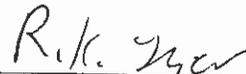


Misganaw Demissie, Director  
Illinois State Water Survey  
(217) 333-4753

**Approving University Officials**



Linda Learned, Co-Interim Director  
Office of Sponsored Programs & Research Admin.  
University of Illinois  
Phone: (217) 333-2187



R.K. Iyer, Chair  
Campus Research Board  
University of Illinois  
Phone: (217) 333-2187

**Groundwater-Level Monitoring in McLean, Tazewell, and Logan Counties.  
Development of a Sub-Network With Automated Data Collection and Retrieval**

**SUMMARY**

This proposal is being submitted to enhance the groundwater level network currently being monitored by the Illinois State Water Survey through a contract with the Long Range Water Plan Steering Committee. The focus of the network is to maintain a record of groundwater level fluctuations in the aquifers west of Bloomington-Normal. The work proposed is to add automated recorders and telemetry at 9 wells for continuous water level monitoring. Six of the wells are currently part of the LRWPSC network, 3 additional wells are near Bloomington's water supply lakes north of Bloomington-Normal. This proposed effort, an enhancement of the monitoring conducted from 1999 to date, is proposed for five years duration from September 1, 2011 to August 31, 2016. The project includes assembly, installation, and calibration of transducers and cell phone telemetry in 9 wells, regular downloads of those data, yearly reporting of the data, and display of the continuous data on a public website hosted by the ISWS. The wells will also be hand measured quarterly and the sites will be mowed twice a year as part of the existing contract with the LRWPSC.

**SCOPE OF EFFORT**

**Task 1: Identifying and purchasing equipment.** The ISWS will develop the equipment details for each well and provide Bloomington with written quotes from the vendor for the costs of the transducers and telemetry equipment. The ISWS will purchase many of the generic, supply-type items that will be required to complete the assembly, calibration, and installation of the equipment. Bloomington will purchase the transducers and equipment for the telemetry from Campbell Scientific.

**Task 2: Getting well owner permission.** At least one of the well locations, SWS-03, is on private property and permission will be gained from the land owner to enhance the well site. The other locations, SWS-B, MTH-15, MTH-20, and MTH-21 are on public right-of-way.

**Task 3: Office assembly and programming the equipment.** The equipment will be assembled at the ISWS. The data programming and set up of the phone modems using University phone lines will be completed on the systems prior to deployment at the well sites.

**Task 4: Station installation.** The assembled equipment will be installed at each

well location. Installation includes securing the equipment, setting up the solar power supply, and securely placing all necessary electronics. One well, which is under artesian head, will be set up differently, after consultation with Bloomington personnel.

**Task 5: Calibration and data checking.** The equipment will be calibrated onsite and diagnostics will be ran to ensure that the stations are functioning properly.

**Task 6: Data collection and reduction.** The data will be regularly downloaded at the ISWS. Those data will be reported both in the regular letter sent annually to the LRWPSC, as well as a separate letter to Bloomington that describes any notable information form the outfitted sites from the past year.

**Task 7: Providing near real time data on the web.** As the ISWS develops its capabilities for displaying data on the web, this information will be placed on the ISWS website and made available to the public. We anticipate that this capability will be ready near the end of the first year of the project. The data will also be added to the ISWS internal database that contains a record of every water level measurement of these wells, since their installation in the early 1990's.

**Task 8: Provide annual summaries, with hydrographs, to Bloomington.** An annual summary, consisting of a letter report and hydrographs for each measuring point will be submitted at the end of each year. Annual reports will be due January 31<sup>st</sup> following each year of the project, in conjunction with the letter reports sent to the LRWPSC.

Exhibit B

**BUDGET**

	Yr1	Yr2	Yr3
Salary			
Electronics Technician (2 mo)	\$7500	\$0	\$0
Hydrology Assistant (1.5 mo-yr1) (1.0 mo-yr2-5)	\$5250	\$3600	\$3700
Fringe Benefits			
42.97% of salary	\$5479	\$1547	\$1590
Supplies	\$2700	\$300	\$300
Travel	\$750	\$300	\$300
Telecommunications	\$1500	\$1500	\$1500
Total Direct Costs	\$23179	\$7247	\$7390
Indirect Costs (10%)	\$2318	\$725	\$739
<b>Total Cost</b>	<b>\$25497</b>	<b>\$7972</b>	<b>\$8129</b>

	Yr4	Yr5	Total
Salary			
Electronics Technician (2 mo)	\$0	\$0	\$7500
Hydrology Assistant (1.5 mo)	\$3800	\$3900	\$20250
Fringe Benefits			
42.97% of salary	\$1632	\$1676	\$11924
Supplies	\$300	\$300	\$3900
Travel	\$300	\$300	\$1950
Telecommunications	\$1500	\$1500	\$7500
Total Direct Costs	\$7532	\$7676	\$53024
Indirect Costs (10%)	\$753	\$768	\$5303
<b>Total Cost</b>	<b>\$8285</b>	<b>\$8444</b>	<b>\$58327</b>

Yellow Highlights with an X indicate the location of Enhanced Monitoring Wells

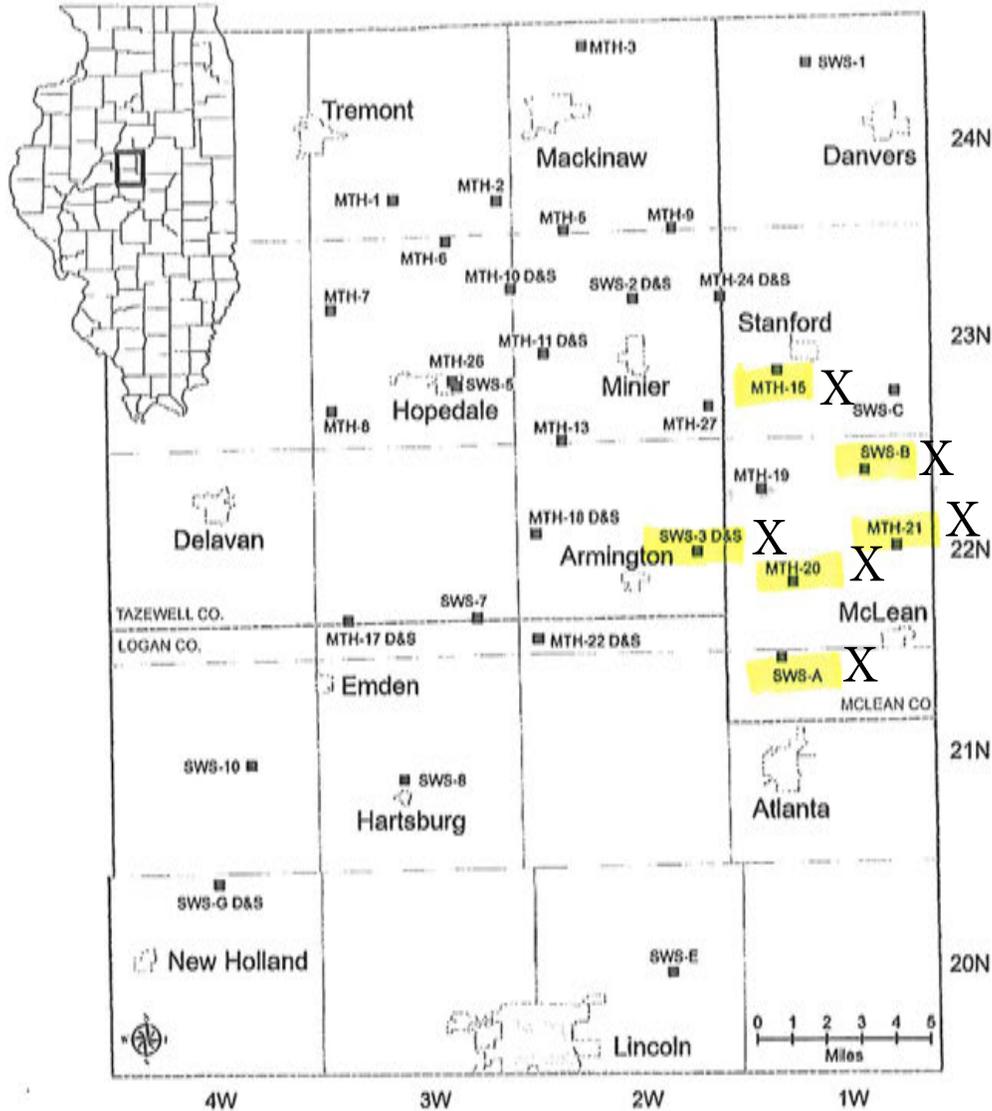


Figure 1. Location of Observation Wells -

All wells are part of the Long Range Water Planning Steering Committee (LRWPSC) network. The wells highlighted in yellow represent the 9 wells (7 in this graph on 2 on second page) that received telemetry devices provided by the City of Bloomington Water Department.

These 9 wells were installed with telemetry devices as part of the Interim Water Supply Plan of 2010. Per the Interim Water Supply Plan, these wells were studied to ascertain whether or not they would be viable options to deliver water directly to the Water Treatment Plant. They are part of the ongoing study.

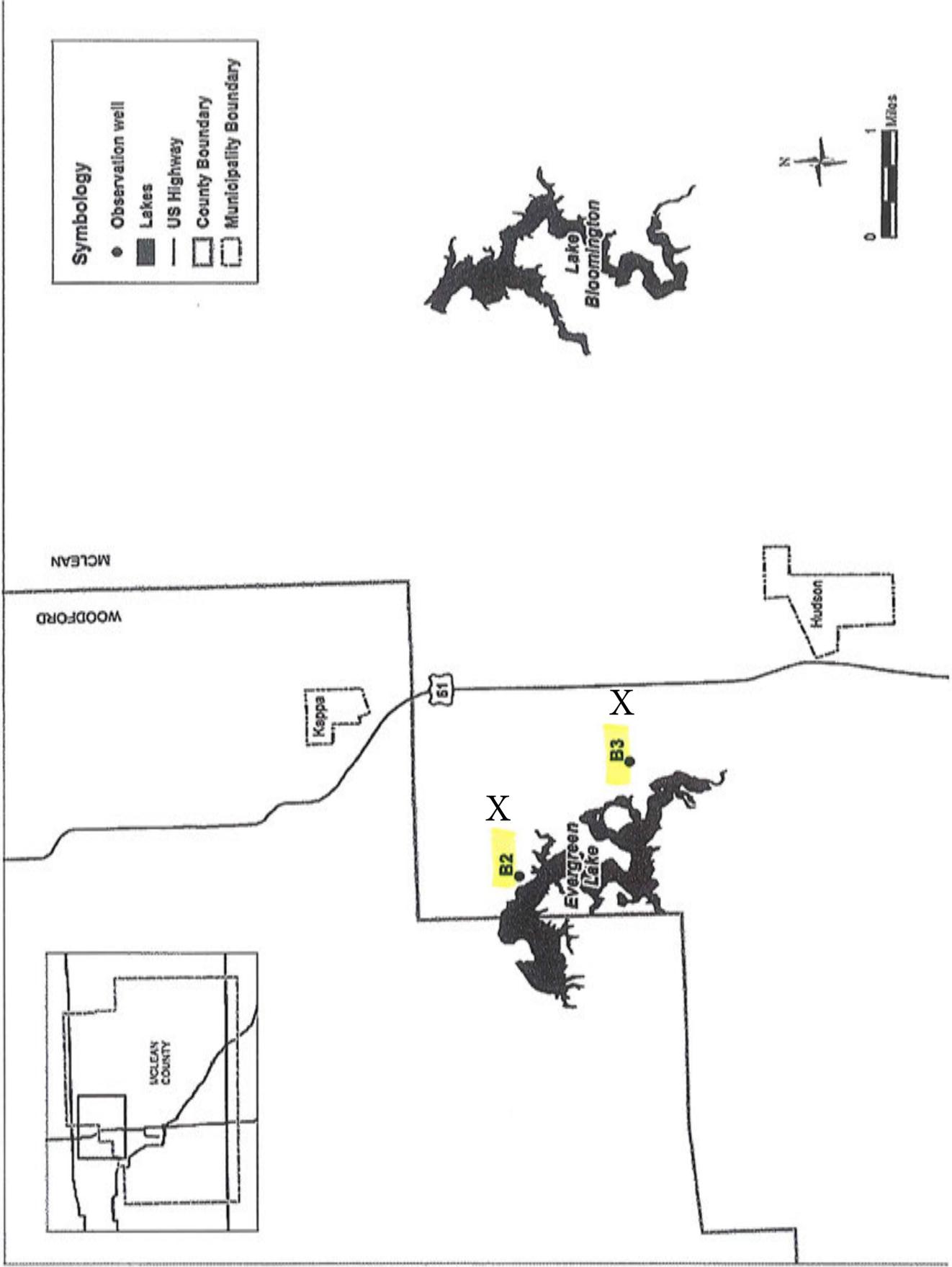
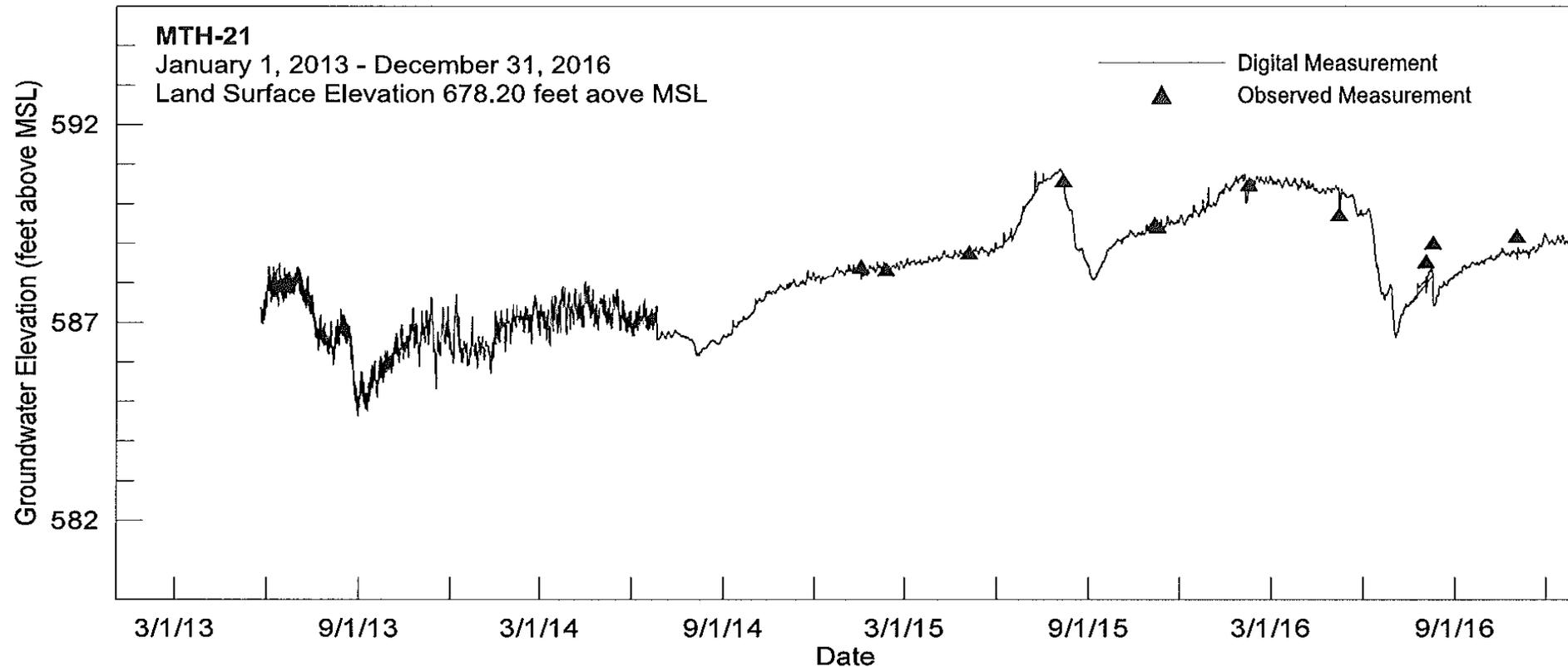


Figure 2. Location of Observation Wells near Evergreen Lake

- ▲ = Observed measurement taken once a month in person.
- = Data collected every 15 minutes by data loggers.

The data loggers are able to capture the complete behavior of the aquifer, providing invaluable information to the study of the Mahomet Aquifer. Once a month monitoring does not explain the potential volatility of the aquifer throughout the entire month. This study allows us to better understand the aquifers reaction to storms, drought, irrigation usage and other anomalies throughout the month.





## CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: October 9, 2017

**SUBJECT:** Consideration of a Resolution Waiving the Formal Bidding Process, and approve a two (2) year contract with the Board of Trustees of Illinois State University to continue the automated stream monitoring/sampling stations and recurring monitoring program for Six Mile Creek, Money Creek, and the T3 Demonstration Site at Comlara Park in the amount of \$98,504.00.

**RECOMMENDATION/MOTION:** That Council approve a Resolution Waiving the Formal Bidding Process for continued monitoring of the automated stream monitoring/sampling stations and monitoring program for Six Mile Creek, Money Creek, and the T3 Demonstration Site at Comlara Park; approve a two (2) year contract for continued monitoring with the Board of Trustees of Illinois State University for \$98,504.00; that the Mayor and City Clerk are authorized to execute the Resolution; and authorize the Mayor and City Clerk to execute the necessary contract 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 Water Department maintains an extensive source water protection program to improve the water quality in both the streams feeding our reservoirs and in the reservoirs themselves. Another goal of the program is to decrease the rate of loss of the storage capacity in the lakes from sedimentation. Staff performs much of the work in-house and also partner with many organizations to perform the necessary effort.

This contract with Illinois State University (ISU) is to continue the work on two related tasks. The first part is the continued operation and maintenance of the flow monitoring and automatic sampling of turbidity monitors and telemetric equipment installed in streams within our watershed. ISU acquired and installed the equipment during the initial year of the project in 2014. For the stream monitoring portion, the project collects and analyzes data that measures water level and flow levels as well as nutrients and suspended sediments. The T3 site replicates the existing stream work in Money Creek while also monitoring nutrients in the groundwater and monitors the drainage tile to analyze the tile flow and nutrients found within the drainage tile. The T3 Site is an area south of Evergreen Lake where the Department has focused effort to study how tile flow from neighboring farms affect the water quality of our reservoir. The T3 site studies water quality by investigating nitrate dynamics from field tile drainage and within the soil column. The Department has installed a tile water drainage retention system in a riparian buffer strip along the T3 site to better understand how these riparian buffers can be utilized as an effective filter of farm chemical run-off. The second tier of study within the T3 site is to study water movement

throughout the soil column. This is critical in understanding how the soil absorbs and transport water, how quickly it absorbs the water and when the water becomes unable to be absorbed, thus creating run-off.

The second part of the proposal is to continue sampling work that been underway for the previous two years, beginning in 2014 and continuing in 2015. The sampling work entails the actual sampling for nutrients and suspended sediments, flow measurement and analysis at the stream sites, and for studying the restoration of the riparian buffer project at the T3 site at Comlara Park.

The T3 site is an example of an installation that reduces nitrates entering our reservoirs. Other studies focus on reducing nitrates entering our streams through changes in fertilizer application rates and timing, planting cover crops, and constructing treatment wetlands. The restoration of riparian buffer process, if our studies prove to be effective, would allow us to treat nitrates in areas where landowners are hesitant to construct wetlands, or if site conditions are not conducive for wetlands.

The stream monitoring will continue to build on previous in-house work and on several master thesis and undergraduate student's work. The ISU students develop stream flow rating curves – measuring the amount of water and sediment entering the reservoirs, and sediment and nutrient budgets for the two streams. The ISU group can provide the continuity of monitoring that in-house staff cannot provide due to higher priority responsibilities of the water plant and other established monitoring programs that staff performs.

The stream monitoring data will be used by ISU students, our watershed plan advisory committee, and the City for various purposes. The data will be analyzed to determine if the various practices applied in the watersheds are working. The City utilizes instantaneous flow data to alert staff to high reservoir levels, to predict nutrient levels (particularly nitrate) that we can expect in the near future, and for water supply calculations.

The total cost for this agreement has increased from the previous agreement due to several factors. First, the predications of the number of storms that will occur during a year is difficult to budget. Staff has studied the previous year's storms and tried to accurately budget given this data but the actual number of storms increased over previous years, thus requiring more data collection at a cost absorbed by Illinois State University. The Department has requested to increase the storm budget to ensure that the financial burden is met equitably. Second, Illinois State University, at the City's request, performed data collection on stream monitoring sites that was not included in the original agreement, which has subsequently been added to the new agreement.

The advantages of continuing our partnership with ISU are many for the department. The Water Department obtains additional data to inform our practices at the water treatment plant and in the watershed. The highly motivated students perform their work under the supervision of faculty, so that the City is receiving professional supervision along with the efforts of the supported students. This partnership between the City of Bloomington and Illinois State University has been integral to Master Degree Thesis research projects of seven (7) students. This allows the City of Bloomington to profit off of the research conducted by students while providing students the opportunity to learn, problem solve and evaluate data using high tech instruments.

The extension of monitoring provided by this continued partnership will allow staff to evaluate our current efforts and will enhance the City's ability to obtain funding for additional projects provided by other agencies. The total cost to continue this partnership will be \$98,504 over a two (2) year period.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Illinois State University; Watershed Advisory Committee; McLean County Soil and Water Conservation District.

**FINANCIAL IMPACT:** Funds for the FY 2018 portion totaling \$49,252.00 are included in the FY 2018 Budget under Water Purification-Other Professional & Technical Services (50100130-70220). Stakeholders can locate this in the FY 2018 Budget Book titled "Adopted Other Funds Budget" on page 140. The Water Department will budget accordingly for the FY 2019 amount of \$49,252.00.

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

Link to Comprehensive Plan/Downtown Plan Goals: UEW-1.5 Reliable water supply and distribution system that meets the needs of the current and future residents.

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** Not Applicable

Respectfully submitted for Council consideration.

Prepared by: Joseph M. Darter, Miscellaneous Technical Assistant  
Richard Twait, Superintendent of Water Purification

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

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Scott Rathbun, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Resolution Waiving Bidding Requirements
- Proposed Illinois State University Contract
- Illinois State University Proposal
- Existing Illinois State University Contract
- Research Data from ISU Studies
- Monitoring/Sampling Location Map

RESOLUTION NO. 2017 – \_\_\_\_\_

**A RESOLUTION AUTHORIZING WAIVING THE TECHNICAL BIDDING REQUIREMENTS AND APPROVING THE CONTRACT BETWEEN THE BOARD OF TRUSTEES OF ILLINOIS STATE UNIVERSITY AND THE CITY OF BLOOMINGTON FOR THE UNDERSTANDING AND MONITORING LOCAL WATER QUALITY PROGRAM.**

WHEREAS, the City has found the need to enter into a contract with the Board of Trustees of Illinois State University to be warranted and necessary to continue to collect continuous sampling data that is vitally important in understanding the behavior of the watershed program in the two streams that feed our reservoirs; and

WHEREAS, the City has found Illinois State University to be a valuable and dedicated partner in scientific research and wishes to maintain and build upon the research currently conducted jointly; and

WHEREAS, to ensure that the City of Bloomington Interim Water Supply Plan is faithfully executed;

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

That the recitals set forth above are incorporated herein, the formal bidding requirements waived, and City Manager, or designated representatives, are authorized to secure the contract for Understanding and Monitoring Local Water Quality Program with the Board of Trustees of Illinois State University for the total investment of \$98,504.00, payable in two installments, and are authorized to execute any necessary documents to effectuate the purchase.

PASSED this 9<sup>th</sup> day of October 2017.

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_.

CITY OF BLOOMINGTON

ATTEST:

\_\_\_\_\_  
Tari Renner, Mayor

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

**CITY OF BLOOMINGTON CONTRACT WITH  
FOR PROFESSIONAL SERVICES FOR**

**THIS AGREEMENT**, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017, is between the City of Bloomington (hereinafter "CITY") and \_\_\_\_\_ (hereinafter "CONTRACTOR").

**NOW THEREFORE**, the parties agree as follows:

**Section 1. Recitals.** The recitals set forth above are incorporated into this Section 1 as if specifically stated herein.

**Section 2. Description of Services.** CONTRACTOR shall provide the services/work identified on Exhibit A.

**Section 3. Payment.** For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR one of the following:

\_\_\_ A flat fee of \$ \_\_\_\_\_ as set forth in the payment terms attached as Exhibit B.

\_\_\_ Fees as set forth in the Payment Terms attached as Exhibit B.

**Section 4. Default and Termination.** Either party shall be in default if it fails to perform all or any part of this Contract. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting party shall be entitled to all remedies, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney's fees and court costs.

**Section 5. Reuse of Documents.** All documents including reports, drawings, specifications, and electronic media furnished by CONTRACTOR pursuant to this Contract are instruments of CONTRACTOR'S services. Nothing herein, however, shall limit the CITY'S right to use the documents for municipal purposes, including but not limited to the CITY'S right to use the documents in an unencumbered manner for purposes of remediation, remodeling and/or construction. CONTRACTOR further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act.

**Section 6. Standard of Care.** Services performed by CONTRACTOR under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

**Section 7. Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY, its officers, officials, agents and employees from and against liability arising out of CONTRACTOR'S negligent acts, errors, or omissions in performance of services under this Contract. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force.

**Section 8. Insurance Requirements.** CONTRACTOR shall maintain an errors and omissions policy in the amount of \$2,000,000.00 and shall further maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits not less than \$2,000,000.00. Certificates of insurance shall be provided to CITY and CITY shall be named as an additional insured under the policy.

**Section 9. Representations of Vendor.** CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

**Section 10. Assignment.** Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

**Section 11. Compliance with Laws.** CONTRACTOR agrees that any and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

**Section 12. Compliance with FOIA Requirements.** CONTRACTOR further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR shall be responsible for any damages/penalties assessed to CITY for CONTRACTOR'S failure to furnish all documentation in CONTRACTOR'S possession responsive and related to a request within five (5) days after CITY issues a notice of a request.

**Section 13. Governing Law.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

**Section 14. Joint Drafting.** The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.

**Section 15. Attorney Fees.** In the event that any action is filed by a party in relation to this contract and the party prevails in court and obtains a court order or judgment as a result of said litigation, the non-prevailing party in the action shall pay to the prevailing party, in addition to the sums that either party may be called on to pay, a reasonable sum for the prevailing party's attorneys' fees and court costs (including expert witness fees).

**Section 16. Paragraph Headings.** The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

**Section 17. Term.** The term of this Contract shall be:

Until all of the services and/or deliverables required to provided within this Contract are completed.

8ch\_ ane /#fiyear from the date of execution.

8ch\_ fwo /Sfiyears from the date of execution.

Other: \_\_\_\_\_  
\_\_\_\_\_

The Contract shall also be subject to the following renewal terms, if any: \_\_\_\_\_  
\_\_\_\_\_

Notwithstanding anything herein, the provisions in Sections 7 and 12 shall survive termination.

**Section 18. Counterparts.** This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

By: \_\_\_\_\_  
Its City Manager

By: \_\_\_\_\_  
Its \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Its \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES / WORK PROVIDED**

**EXHIBIT B**  
**PAYMENT TERMS**



**ILLINOIS STATE  
UNIVERSITY**  
*Illinois' first public university*

**Research and Sponsored Programs**

100 S. Fell Avenue, Suite A  
Campus Box 3040  
Normal, IL 61790-3040  
Phone: (309) 438-2528  
Fax: (309) 438-0143

September 5, 2017

Rick Twait  
City of Bloomington Water Purification Plan  
25515 Waterside Way  
Hudson, IL 61748

Dear Mr. Twait:

Please accept the enclosed documents as the official submission from the Board of Trustees of Illinois State University to support the "City of Bloomington: Understanding and Monitoring Local Water Quality" project under the direction of Catherine O'Reilly from the Department of Geography, Geology and the Environment at Illinois State. In order to complete the project as described, Illinois State University is requesting funds in the amount of \$98,504 for the period October 1, 2017 through September 30, 2019.

This letter confirms that the University has reviewed the submission and that the attached documents comply with the University's normal policies and procedures for conducting sponsored research. The project will be subject to all national and local requirements for using human subjects, animal care and use, pathogenic organisms, and other applicable regulatory issues. If this proposal is awarded, Illinois State University is prepared to exercise all necessary due diligence to carry out the tasks outlined in a timely and cost effective manner.

Please, do not hesitate to contact me if you should have any questions about this submission. I can be reached at [researchoffice@IllinoisState.edu](mailto:researchoffice@IllinoisState.edu) or at 309-438-7913.

Thank you in advance for your consideration of this application.

Sincerely,

A handwritten signature in blue ink that reads "Janet Goucher".

Janet Goucher  
Associate Director for Research

## **City of Bloomington: Understanding and monitoring local water quality**

Oct 1, 2017 – Sept 30, 2019

PI: Catherine O'Reilly, Department of Geography-Geology

Co-PI: William Perry, School of Biological Sciences

Co-PI: Eric Peterson, Department of Geography-Geology

We propose to continue our current projects with the City of Bloomington to continue to enhance our understanding of local water quality. This will involve periodic sampling of ground and surface water at T3, biweekly and automated storm sampling of Six Mile and Money Creeks, and periodic site visits and data downloading from other stream locations in the county. We will provide annual reports to the City of Bloomington regarding these activities.

### **Goals:**

- To monitor water quality and volumes flowing into the drinking water reservoirs
- To explore how different best management practices (tile water redirection) improve water quality.
- To provide students with real-world applied problems in environmental issues, working with state-of-the-art sensor equipment.

### **Streams**

Implementation of automated monitoring systems within the watersheds of Lake Bloomington and Evergreen Lake was critical for evaluating nutrient loading of the lake and effects of mitigation efforts. Lakes Bloomington and Evergreen are listed as nutrient (nitrate and phosphate) impaired by the EPA, and a clear understanding of the role or watershed effects on water discharge and nutrient inputs, particularly during storms, is important. In our past work, we were able to better understanding how much nitrate, phosphate and sediment were mobilized during storm events, in work that was done as a master's thesis by Luke Lampo and presented at several regional and national conferences.

The automated samplers and a strongly supported monitoring program remain essential to assess ongoing mitigation efforts in the watersheds of each reservoir. The Nature Conservancy is currently implementing a watershed wide analysis of areas of high nutrient loss from tiles and using constructed wetlands to intercept and reduce inputs of N and P. ISU is assessing the role of cover crops in retaining nitrate in the fields and preventing loss to tiles. The City of Bloomington is also assessing the role of wet buffer systems to determine their potential to reduce nitrate inputs to streams from drainage tiles. The past data we have collected begins to provide the baseline information that will be necessary to assess the long-term effectiveness of these mitigation efforts.

The monitoring will include regular manual water sample collection, automated water sample collection during storm events, continuous measurements of water depth and turbidity, water sample analyses for suspended sediments, nitrogen and phosphorus, and finally, discharge measurements of baseflow and during storm events to develop rating curves. This information will allow researchers to monitor changes in nutrient loading of the reservoirs as the scale of implementation efforts increase. Having the data these automated samples will provide is essential in linking changes in water quality inputs to the lakes with the mitigation efforts that are only now beginning. This information will become a keystone for understanding the ability of this region to meet EPA's nutrient loss reduction goals.

We will expand our activities to download data at other streams sites that were established to assess spatial patterns of discharge in streams. This work was originally developed as a master thesis by Ryan Plath, and presented at several meetings.

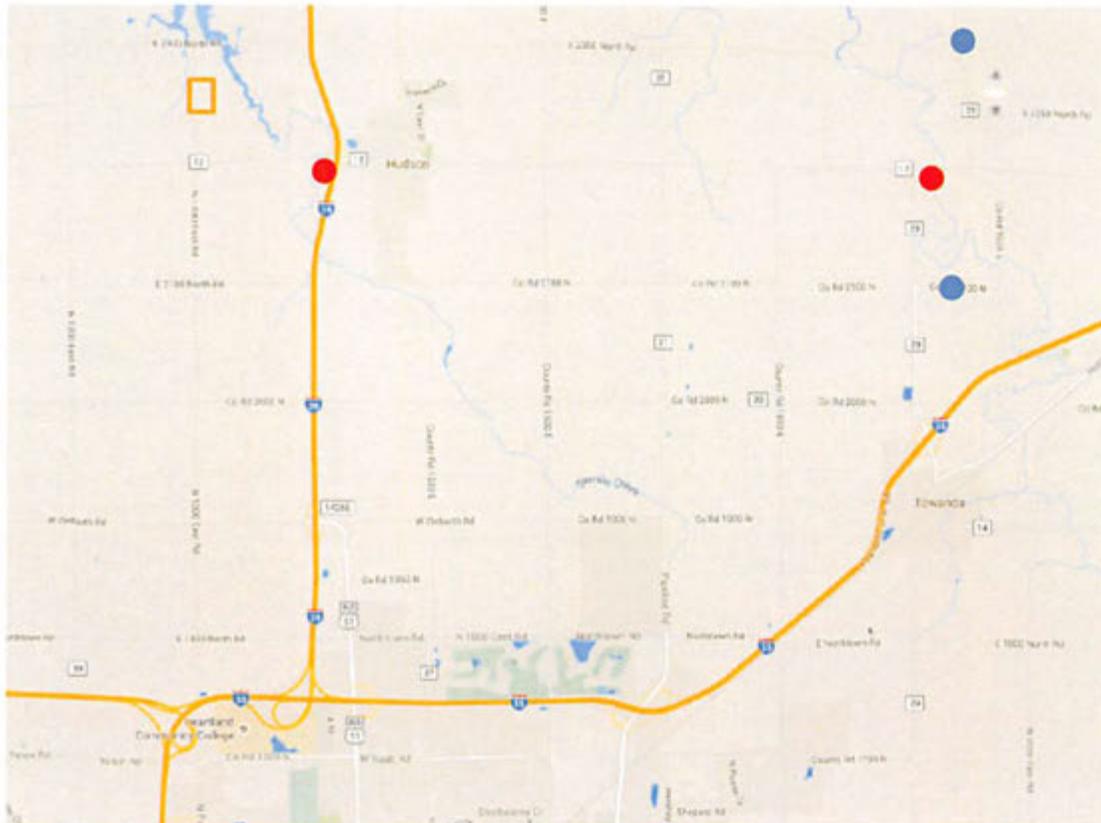
The data from Six Mile and Money Creek are also being made accessible to the public. Data from the stream monitoring stations is available in near-real time (maximum of 1-hour lag time) at the ISU Water Research web site. This web site is regularly accessed, at about 230 page-views per month, including from countries around the world (Ethiopia, Nigeria, Philippines, Denmark, Germany, Tanzania, India).

### T3

Our work at T3 has shown that redirecting tile-drained water through a riparian buffer zone has potential to improve water quality. Two student theses at this site investigated nitrate reduction in the riparian buffer zone (Tamru Taye) and the extent to which thermal signatures can be used to identify tile inputs to streams (Zachary Kisfalusi). We have a better understanding now of how much seasonal variation occurs, and have continued to assess spatial changes in water quality through the addition of wells. We are currently developing a hydrologic budget for the tile redirection system to quantify volumetric fluxes. Ultimately, this project will allow us to assess the effectiveness of redirecting tile water into the subsurface near a stream, and make projections regarding the transferability of this approach to other sites.

#### Map of site locations:

- Stream monitoring stations
- Other monitoring stations for ISU's cover crop project (using similar equipment)
- T3 riparian buffer research site



**ISU budget for work at T3, Six Mile and Money Creek stations, and new stream data down  
 O'Reilly, Perry, and Peterson  
 Oct 1, 2017 - Aug 15, 2019**

<b>ANNUAL BUDGET</b>	<b>Year 1</b>	<b>Year 2</b>
<b>Personnel</b> for graduate students and undergraduate students	\$ 26,682	\$ 26,682
Fringe benefits	\$940	\$ 940
<b>Travel</b>	\$ 1,676	\$ 1,676
<b>Supplies</b> (filters, bottles, notebooks, tubing, etc.)	\$ 2,500	\$ 2,500
<b>Sample analysis:</b> EPA-approved QA/QC T3 (monthly), Six Mile and Money Creeks (biweekly and storms)	\$ 16,184	\$ 16,184
<b>Contractual</b> (telemetry and software)	\$ 1,270	\$ 1,270
	\$ 49,252	\$ 49,252
<b>TOTAL over 2 years</b>	<b>\$ 98,504</b>	

## **Budget Justification**

### **City of Bloomington: Understanding and monitoring local water quality**

Oct 1, 2017 – Sept 30, 2019

#### **Personnel (\$55,244)**

- Graduate students: Consistent, safe, and reliable stream sampling, especially to include storm event sampling, requires a flexible team of at least 3 people, so that 2 people are always available to sample. One graduate student salary for 12 months at \$1,200/month (\$14,400), whose primary tasks will be project and data management, training undergraduate students, conducting field sampling, and sample processing associated with the stream monitoring, data management and assisting in the laboratory for analyses.
- Undergraduate students will be involved in the summer (1 student for 28 hrs/week at \$12/hour for 12 weeks) (\$4,032). During the academic year, we will have 25 hours/week for 30 weeks at \$11/hour (\$8,250). If appropriate, some of these funds could be used to support a graduate student depending upon the tasks and timing, as well as the needs and goals of the City. Student activities will include preparation, maintenance and field sampling at T3 and at multiple stream monitoring stations, assistance in the analytical laboratory, data downloading, data entry and management.
- This amounts to \$26,682 per year.

**Fringe Benefits:** Fringe Benefits charged at the state approved student rate of .0765 = \$1,880 for the undergraduate student position only.

#### **Travel (\$3,352)**

- Travel to streams site (\$1,320 per year). This is based on 50 trips to all sites (a total trip to reach all sites is approximately 35 miles to Six Mile and Money Creeks, plus to download data from additional stream sites). This includes trips for maintenance, biweekly sampling, storm sampling (which sometimes involves more than one trip per storm). Fleet vehicles are \$11/day and 0.44/mile.
- Travel to T3 site (\$356 per year). This is based on 18 trips each year to the site (round trip 20 miles). Fleet vehicles are \$11/day and 0.44/mile. Some of these trips will be used for measuring stream discharge or data downloading from the sensors or maintenance.
- This amounts to \$1,676 per year.

#### **Supplies (\$5,000)**

- This is for items that are reasonably needed to complete the field work, sample collection, and sample processing. We expect that the basic supplies necessary for completing field work will cost \$600/ field site (T3, Money Creek, Six Mile Creek). Field work costs include those associated with field equipment maintenance, sample collection and sample processing. This includes items such as field note books, filter holders, syringes, batteries, bottles, other reasonable items associated with conducting field work throughout the year, etc. (e.g. sunscreen, insect repellent, waders, gloves, first aid kits, rodent and weed management, field health and safety supplies). We expect that the annual maintenance costs for the automated sampling equipment at each stream site (Money Creek, Six Mile Creek will be \$350/ stream site (e.g. tubing, desiccant, minor repairs, etc.). This amounts to \$2,500 per year.

**Contractual (2,540)**

- This amount contributes to the software StreamTrac annual maintenance agreement (\$300). StreamTrac is the software needed for telemetry and data access from the monitoring stations. There is also a contract with Verizon for \$10/month for data transmission for Six Mile and Money Creek sites (total of \$240 per year). We also budget for an annual factory-calibration of the turbidity sensors (\$365 per sensor).
- This amounts to \$1,270 per year.

**Water quality analysis (\$32,368)**

- There are 2 stream sites. Annually, we budget for 24 biweekly (every other week) samples, 10 months with 21 storms samples per month, and 2 months with 22 samples per month for a total of 278 samples per stream. Each of these samples will be analyzed for suspended sediment, which is budgeted at \$1 per sample (\$278 per year). Filtered water samples will be analyzed for TP at a cost of \$11 per sample (\$3,058 per year) and for dissolved reactive nutrients (DRN) which includes phosphate, nitrate, and ammonium, at a cost of \$12.54 per sample (\$3486.12 per year). This is a total of \$6822.12 per stream each year, or a total cost for the two streams of \$13,644.24 per year. See chart below
- At the T3 site, there are approximately 20 sampling locations, including the wells, tile diversion box, and stream sites. These locations would be sampled approximately monthly, depending upon when the tile is flowing. We budget for 13 samples per year, for a total of 260 samples a year. These samples are filtered and analyzed for nitrate (NO3), at a cost of \$9.77 per sample, for a cost of \$2,540.20 per year. See chart below

Water Sampling Sites	Test	# samples/year	Cost/sample	Cost/year	Total cost (2year)
Money Creek	TP	278	\$11.00	\$3,058	\$6,116
	Suspended Sediment	278	\$1	\$278	\$556
	DRN	278	\$12.54	\$3,486	\$6,972
			<b>total</b>	<b>\$6,822</b>	<b>\$13,644</b>
Six Mile Creek	TP	278	\$11.00	\$3,058	\$6,0116
	DRN	278	\$12.54	\$3,486	\$6,972
	Suspended Sediment	278	\$1	\$278	\$556
			<b>Total</b>	<b>\$6,822</b>	<b>\$13,644</b>
T3	NO3	260	\$9.77	\$2,540	\$5,080
			<b>Total</b>	<b>\$2,540</b>	<b>\$5,080</b>
			<b>Total Water Sampling Cost</b>	<b>\$ 16,184</b>	<b>\$32,368</b>

- Water samples are typically measured on a Lachat autoanalyzer by flow injection analysis. We employ EPA-recommended methods for QA/QC for our sample collection and analysis.

**Total cost: \$98,504**

**CITY OF BLOOMINGTON CONTRACT WITH**  
The Board of Trustees of Illinois State University  
**FOR PROFESSIONAL SERVICES FOR**  
Stream Monitoring, Equipment & Installation

**THIS AGREEMENT**, dated this 26th day of October, 2015, is between the City of Bloomington (hereinafter "CITY") and The Board of Trustees of Illinois State University (hereinafter "CONTRACTOR").

**NOW THEREFORE**, the parties agree as follows:

**Section 1. Recitals.** The recitals set forth above are incorporated into this Section 1 as if specifically stated herein.

**Section 2. Description of Services.** CONTRACTOR shall provide the services/work identified on Exhibit A.

**Section 3. Payment.** For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR one of the following:

- A flat fee of \$ \_\_\_\_\_ as set forth in the payment terms attached as Exhibit B.
- Fees as set forth in the Payment Terms attached as Exhibit B.

**Section 4. Default and Termination.** Either party shall be in default if it fails to perform all or any part of this Contract. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting party shall be entitled to all remedies, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney's fees and court costs.

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**Section 9. Representations of Vendor.** CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

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**Section 15. Attorney Fees.** In the event that any action is filed by a party in relation to this contract and the party prevails in court and obtains a court order or judgment as a result of said litigation, the non-prevailing party in the action shall pay to the prevailing party, in addition to the sums that either party may be called on to pay, a reasonable sum for the prevailing party's attorneys' fees and court costs (including expert witness fees).

**Section 16. Paragraph Headings.** The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

**Section 17. Term.** The term of this Contract shall be:

Until all of the services and/or deliverables required to provided within this Contract are completed.

From one (1) year from the date of execution.

From two (2) years from the date of execution.

Other: \_\_\_\_\_

The Contract shall also be subject to the following renewal terms, if any: \_\_\_\_\_

Notwithstanding anything herein, the provisions in Sections 6 and 12 shall survive termination.

**Section 18. Counterparts.** This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

By: \_\_\_\_\_

Its City Manager

The Board of Trustees of Illinois State University

By: \_\_\_\_\_

Its Interim Associate Vice President  
for Research

ATTEST:

By: \_\_\_\_\_

City Clerk

By: \_\_\_\_\_

Its \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES / WORK PROVIDED**

The project will install automated sampling stations and conduct water quality monitoring at three sites to improve our understanding of water quality in the Lakes Evergreen and Bloomington watershed.

Site 1. Money Creek, which drains into Lake Bloomington. This site will be located upstream from where the stream enters the lake. Monitoring for water quality (particularly nitrate and suspended sediments) will allow us to understand seasonal changes and the effect of storms. This information about variation in water quality over time will be useful for management and predicting changes.

Site 2. Six Mile Creek, which drains into Lake Evergreen. As with Money Creek, this site is located just upstream from where the stream enters the lake. Monitoring for water quality (particularly nitrate and suspended sediments) will allow us to understand seasonal changes and the effect of storms. This information about variation in stream water quality over time will be useful for management.

Site 3. T3. This site is located by the interpretive trail in Comlara Park (south of Lake Evergreen). The site is being used to test whether a new management practice can improve stream water quality. Here, tile water draining from a nearby farm has been redirected into the riparian buffer zone along the stream edge instead of flowing directly into the stream. At this site, there are approximately 30 monitoring wells that allow sampling of groundwater at different depths. Collecting and analyzing the chemistry of this water, particularly the nitrate concentrations, will indicate whether this tile-water redirection experiment is effective at improving water quality before it enters the stream.

**EXHIBIT B  
PAYMENT TERMS**

**INSTALLATION**

The total payment to Illinois State University ("ISU") for the installation of the two (2) stream stations shall be \$37,658.00 based on the attached Budget Breakdown for Stream Station Installation. This payment shall be made within 45 days of execution of the Agreement.

**MONITORING WATER QUALITY**

ISU shall provide monthly invoices, payable within 45 days, for the services performed for Monitoring Water Quality based on the Budget Breakdown for Monitoring Water Quality attached hereto. The total amount invoiced shall not exceed \$48,198.00 for ISU's monitoring services.

All checks shall be made payable to ISU.

Research sites and activities at ISU in collaboration with the City of Bloomington

### **Gaging stations with automated instrumentation**

Within the Lake Bloomington watershed, we have 11 gaging stations. These stations are located in the upper headwaters (including the very source of Money Creek), at a downstream station that is just prior to entering the reservoir, and at two tile inflow sites. The following information is collected:

#### Money Creek

- Main station (site A on map)
  - Measuring depth, turbidity, water temperature, precipitation and with telemetry (Data is available to the public in graphs online). FTS SedEvent systems.
  - Some data from 2012-2013, new stations installed 2016 - present
- Eight upstream stations (sites 1-8 on map). These stations are in the upper 55% of the watershed.
  - Measuring depth, precipitation (6 stations only). HOBO MX pressure transducers and HOBO tipping rain gauges.
  - Installed 2016

#### Six Mile Creek

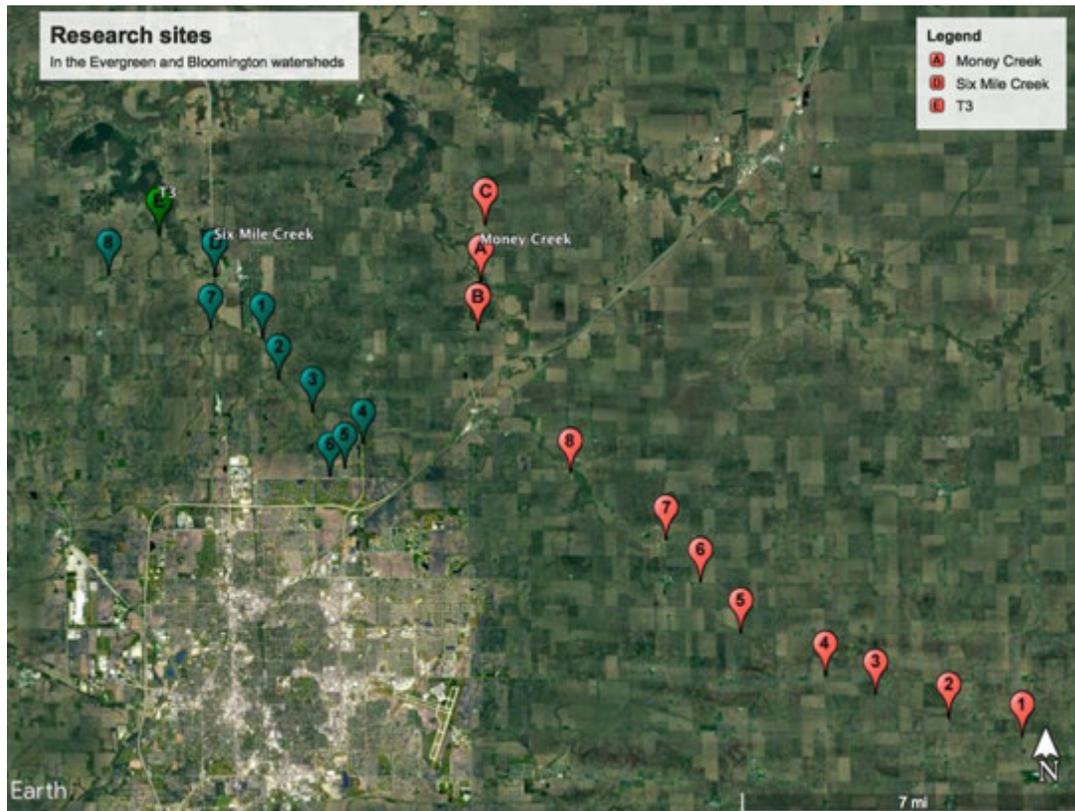
Main station (site D on map)

- Measuring depth, turbidity, water temperature, precipitation and with telemetry (Data is available to the public in graphs online). FTS SedEvent systems.
- Some data from 2012-2013, new stations installed 2016 – present
- T3 (site E on map)
  - Tile water redirection into riparian buffer zone. More than 20 wells, several with temperature and pressure sensors.
- Eight upstream stations (sites 1-8 on map). These stations are distributed across the watershed.
  - Measuring depth, precipitation. HOBO MX pressure transducers and HOBO tipping rain gauges.
  - Installed 2017

#### Tile inputs

These tiles flow out to become surface water tributaries draining into Money Creek. We have rating curves for all of these that we use to calculate discharge, and all data has telemetry. These stations were installed in 2015 and 2016.

- 24-inch tile main (site B on map)
  - This subwatershed is 70% cover cropped
  - measuring velocity, water depth, water temperature, turbidity, precipitation
- two 12-inch tiles (site C on map)
  - This subwatershed is not specifically cover cropped, and acts as a reference to the cover cropped subwatershed.
  - measuring depth over a v-notch weir, water temperature, precipitation



### Surface and groundwater quality sampling sites

- Automated sample collection during high flow events at the downstream Money Creek (site A) and Six Mile Creek (site D)
- Continuous, composite samples are collected at the 24-inch tile main and the two 12-inch tiles (sites B and C)
- Manual grab water samples every other week from Money Creek, Six Mile Creek, 24-inch tile main, two 12-inch tiles and one 8-inch tile, and monthly in wells, the diversion box, and stream at T3.
- Manual field data includes velocity, discharge, water depth, turbidity, conductivity, temperature, pH, and dissolved oxygen.
- Water samples are analyzed for total phosphorus, nitrate, ammonia, dissolved reactive phosphorous. The Money Creek and Six Mile Creek main station samples are analyzed for total suspended sediment (organic and inorganic).
- Money Creek upstream sites 1-8 have some water sample collection from summer-fall 2016 analyzed for nitrate and chlorides
- Six Mile Creek upstream sites 1-8 are just being installed in 2017.
- Water samples are analyzed at ISU in the Laboratory for Environmental Analyses on a Lachat Flow Injection Analysis instrument or a Dionex Ion chromatograph. The laboratory uses EPA-approved QA/QC procedures from a QAPP associated with a EPA-funded project that focused on water quality in the Lake Bloomington watershed 2014-2016.

Table summarizing the instrumentation and activities at various monitoring sites maintained at least partially by ISU in conjunction with the City of Bloomington within the Lake Bloomington watershed.

	A and D) Money and Six Mile Creeks	B) 24-inch tile main	C) Two 12-inch tiles	C) 8-inch tile	E) T3	1-8 red) Money Creek sites upstream	1-8 blue) Six Mile sites upstream
Precipitation gauge							
Automated monitoring of water flow							
Automated water sampling							
Manual (every other week) water sampling							
Water quality analyses							

Importantly for future work in the Lake Bloomington watershed, the nearby Six Mile Creek (Evergreen Lake watershed) has a similar monitoring and water quality sampling regime at a similarly downstream site. This watershed could then act as a reference for any alterations done to the Lake Bloomington watershed. We have multiple years of data from both creeks at the downstream monitoring stations.

Hydrology

**Runoff and streamflow hydrology**

We have developed rating curves for Money Creek downstream main station site (Lampo 2017) and for each of the eight upstream sites (Plath 2017), as well as for the tile inputs (Bruening 2017). These sites all have barometric pressure corrected pressure transducers that measure water depth at 15-minute intervals.

**Stream discharge**

In Money Creek, peak discharge ranges from as low 1 m<sup>3</sup>/s at the uppermost site to as high as 12 m<sup>3</sup>/s at the downstream site. The stream can have water levels near zero during extreme dry periods, such as the late summer of 2017. Baseflow discharge is generally less than 0.4 m<sup>3</sup>/s. Across 22 storms, the scaling relationship of peak discharge over watershed area for the upper part of the watershed ranged from 0.55 to 1.56. During the tileflow season, the scaling relationship was greater than 1, whereas in the non-tile-flow season it was less than 1. Values greater than 1 are rare, and this suggests that there is greater runoff entering the stream in the lower reaches of the watershed. This relatively higher runoff is probably due to tile inputs.

Double peaks are regularly observed in the hydrograph, particularly in the upstream section of the watershed. In some cases, these double peaks are due to intermittent precipitation with a bimodal distribution over time during the storm. In other cases when the storm is clearly a single precipitation event, the double-peak is indicative of tile runoff later entering the stream. Tile water inputs are also evident as extended peaks, basically long hydrographs that extend well beyond the duration expected given the timing of the precipitation received. Overall, the hydrologic features occur in nearly 40% of the storm hydrographs.

**Tile discharge**

Tile discharge ranged from a seasonal average low of 3 m<sup>3</sup>/ha d to a seasonal high of 9 m<sup>3</sup>/ ha d. In a cover-cropped subwatershed, discharge decreased significantly after cover cropping compared to a reference subwatershed. There are strong seasonal patterns in tile flow, with higher discharge during the winter and spring and lower discharge in the summer and autumn.

**Spatial patterns in precipitation**

Precipitation patterns across the watershed are spatially variable (Plath 2017). The table below shows precipitation in centimeters for eight storms in fall 2016 as measured across the eight upstream monitoring stations (only 6 precip gauges were working). The results show that precipitation amounts can range from 2-fold to an order of magnitude across the upper part of the watershed within a single storm event.

	Storm 15	Storm 16	Storm 17	Storm 18	Storm 19	Storm 20	Storm 21	Storm 22
Date	10/6/2016	11/2/2016	11/22/2016	11/27/2016	12/25/2016	1/2/2017	1/16/2017	1/19/2017
Site 1	1.07	3.02	3.07	3.00	1.12	2.16	0.74	1.73
Site 2	1.96	2.72	3.94	3.05	1.02	2.24	0.71	2.06
Site 4	3.05	3.43	1.68	3.86	0.43	1.93	0.20	0.89
Site 5	1.80	4.06	1.47	1.17	0.00	0.03	0.23	0.20
Site 6	1.35	3.89	2.57	3.40	1.12	1.70	0.66	1.22
Site 7	1.22	3.12	2.21	3.66	0.99	1.63	0.79	0.99
Site 8	1.91	2.72	2.06	2.44	0.94	1.91	0.74	1.30

Nutrient concentrations and loads

**Stream**

Money Creek shows strong temporal patterns in nutrient and sediment transport, related to both storm events and season. Stream concentrations and loads are highly variable across the year. Nitrate concentrations have ranged from 1.69 mg/l in summer to 11.8 mg/l in autumn. During summer 8% of the samples exceeded 10 mg/l, while in autumn 36% of the samples did. Nitrate load ranged from 0.017 g/s to 63.2 g/s. Total phosphorus (TP) ranged from 29.2 ug/l to 699 ug/l. TP was significantly correlated to total suspended sediment concentrations. TP loads ranged from 0.0035 g/s to 2.56 g/s. Dissolved reactive phosphorus concentrations ranged from 4.23 ug/l to 430 ug/l. Total suspended sediment (TSS) ranged from 2.5 mg/l to over 6000 mg/l. On average, about 30% of the suspended sediment is organic matter. Chloride concentrations average 57 mg/L.

**Tile**

Nitrate concentrations in tile flow ranged averaged 10.66 mg/L N-NO<sub>3</sub>. Concentrations peaked in spring, when a maximum concentration of 18.5 mg/L was measured. Concentrations were generally

lower during summer and fall. Loading was strongly influenced by discharge, with almost 40% of the nitrate loading occurring on days when the discharge was above the 90<sup>th</sup> percentile. Total phosphorous concentrations were generally low during baseflow (<20 ug/l) but spiked during high-flow events to values around 500 ug/l, with several storm events generating TP concentrations greater than 100 ug/l. We also noted high turbidity in the tile water during these events. We surmise that under particular conditions, precipitation events are able to force sediments into the tile.

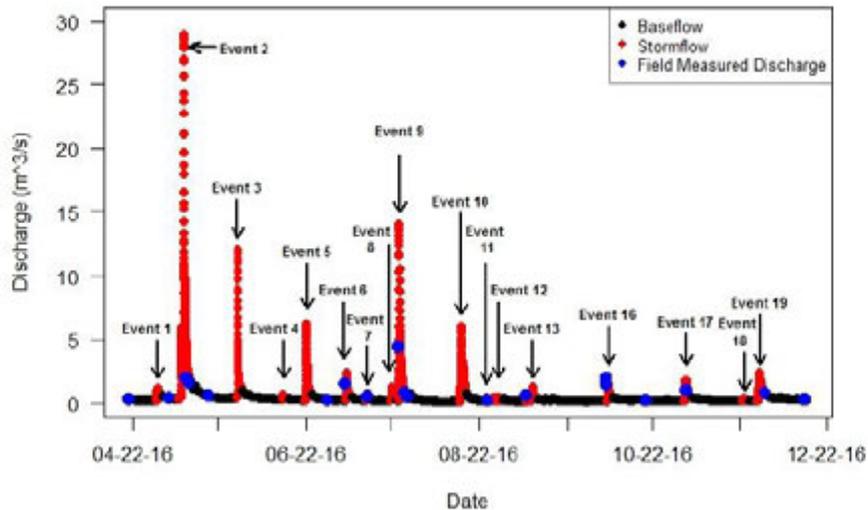
### **Existing resources and information on Lake Bloomington, Lake Evergreen and their watersheds**

ISU has a recent history of working within the Bloomington and Evergreen watersheds. ISU hydrogeology program master's theses that have been done in the watersheds include the following:

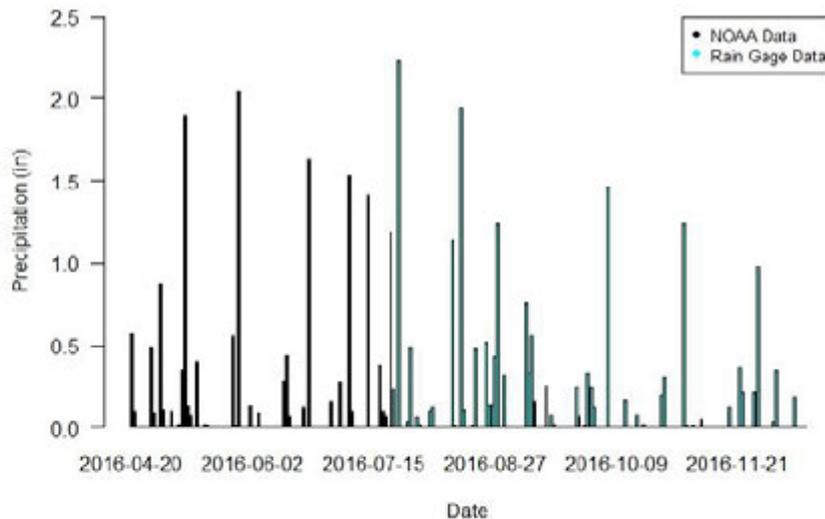
- Laura Hanna 2013 [Dissolved and suspended sediment transport dynamics in two agriculturally dominated watersheds, McLean County, Illinois](#)
- Matt Meyer 2014 [The relationship between environmental factors and cyanobacteria population in Lake Bloomington and Evergreen Lake in Mclean County, Illinois](#)
- Crystal Williams 2015 [Bathymetric study and volumetric sediment estimation for Lake Bloomington and Evergreen Lake, Illinois, a geographic information systems approach](#)
- Alicia O'Hare 2015 [Effects of physical characteristics of urban storm sewersheds on the water quality in Bloomington, IL](#)
- Paula Pryor 2016 [Stream energy impacting sediment transport through low-gradient agricultural streams](#)
- Tamru Taye 2016 [Reducing nitrate pollution by redirecting farm runoff into the subsurface of an herbaceous riparian buffer zone](#)
- Zachary Kisfalusi 2016 [The effects of tile-drain input on a low-gradient agricultural stream in central Illinois: Using a thermal end member mixing model and a statistical analysis approach](#)
- Luke Lampo 2017 [Dynamics of Nitrate, Phosphorus, and Suspended Sediment Transport in Two Agricultural Streams in Central Illinois](#)
- Ben Bruening 2017 Nutrient loading reduction in a tile drained agricultural watershed through watershed-scale cover cropping: A high resolution analysis
- Ryan Plath 2017 Creating a scaling relationship between peak discharge and drainage area to identify tile drainage inputs into an agricultural stream [Money Creek]

\*Only a few of these theses have been supported in part with funding from the City.

Six Mile Creek Calculated Discharge vs. Time  
4/21/2016 - 12/15/2016



Six Mile Creek Daily Precipitation



Streamflow is measured over time, and is used to determine the amount of water, sediment and nutrients entering our reservoirs. Continuous monitoring of stream levels, turbidity and automatic sample collection during storm events is performed at the ISU maintained stream stations on Money Creek and Sixmile Creek.

These data are combined with routine non storm sampling to develop the water and nutrient budgets for the streams.

Luke Lampo 2017 [Dynamics of Nitrate, Phosphorus, and Suspended Sediment Transport in Two Agricultural Streams in Central Illinois](#)

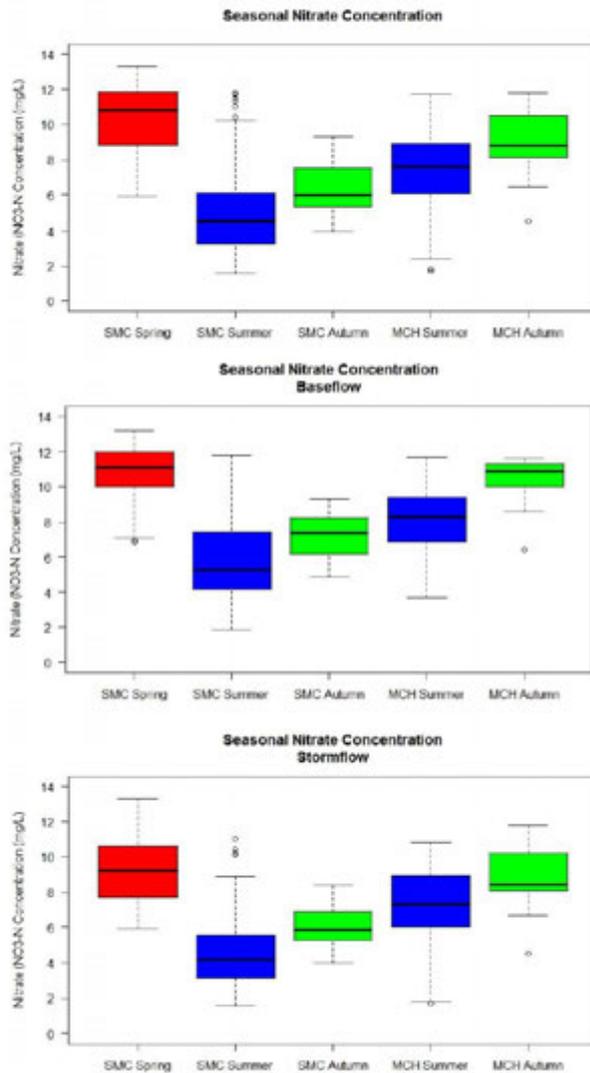


Figure 10. Box and whisker plot showing nitrate concentration during each season as well as during baseflow and stormflow of each season. “SMC” represents Six Mile Creek and “MCH” represents Money Creek.

Year round monitoring and chemistry analyses show differences between the streams over the course of a year and during storm events.

Luke Lampo 2017 [Dynamics of Nitrate, Phosphorus, and Suspended Sediment Transport in Two Agricultural Streams in Central Illinois](#)

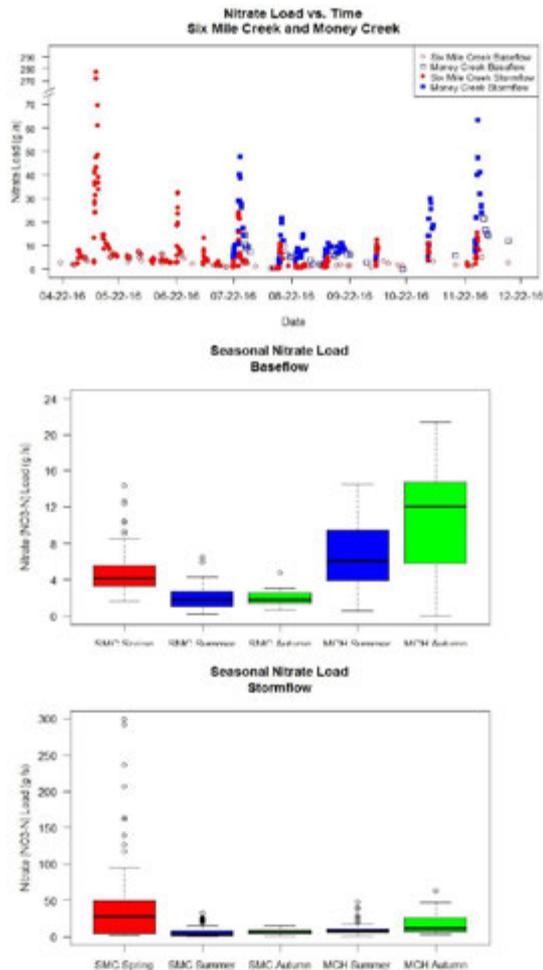


Figure 11. (Top): Nitrate load at Six Mile and Money Creek during the study period. (Middle): Baseflow nitrate load box and whisker plot. (Bottom): Stormflow nitrate load box and whisker plot.

Nutrient loadings to our reservoirs from tributary streams can vary seasonally.

Luke Lampo 2017 [Dynamics of Nitrate, Phosphorus, and Suspended Sediment Transport in Two Agricultural Streams in Central Illinois](#)

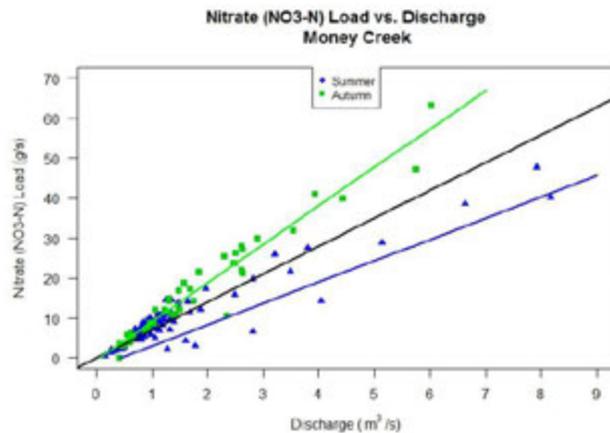
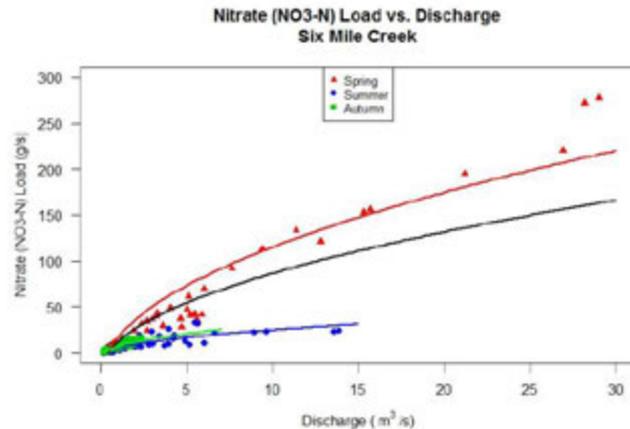


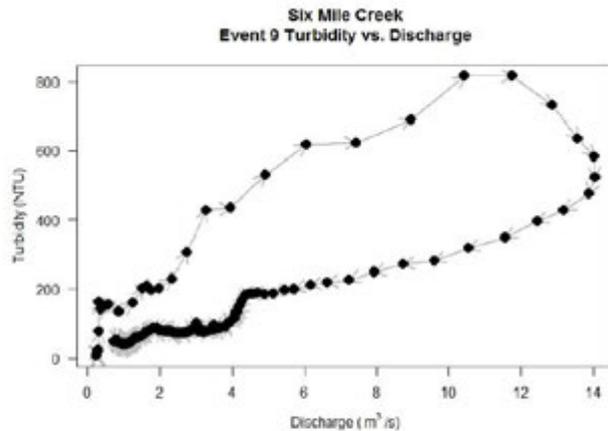
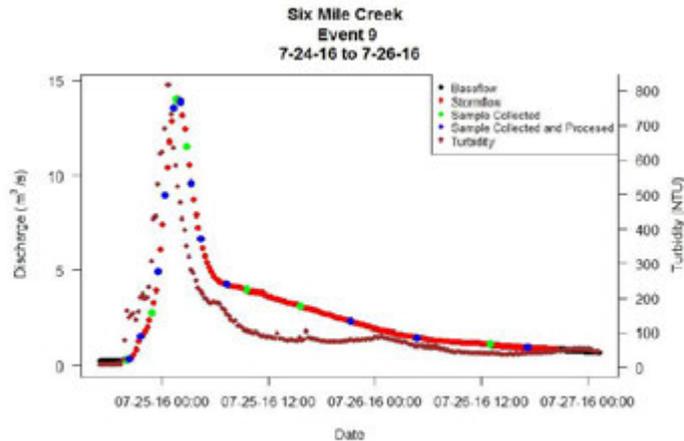
Figure 21. (Top): Six Mile Creek nitrate load vs. discharge. (Bottom): Money Creek nitrate load vs. discharge. Regression lines: Black (study period), red (spring), blue (summer), green (autumn).

The major tributaries to Lake Bloomington and Evergreen Lake show different responses in nutrient and sediment loadings.

Luke Lampo 2017 [Dynamics of Nitrate, Phosphorus, and Suspended Sediment Transport in Two Agricultural Streams in Central Illinois](#)

## EVENT 9

### Six Mile Creek



Continuous water level and turbidity monitoring over the course of a storm event, coupled with automatic collection of chemistry samples, allows for a better understanding of stream behavior. The source of sediment and nutrients delivered to our reservoirs can be determined from these data.

SMC Event 9	TSS (kg)	NO3 (kg)	TP (kg)	DRP (kg)	Water (m <sup>3</sup> )
Cumulative Storm Load	2.64x10 <sup>5</sup>	1.65x10 <sup>3</sup>	190	140	5.35x10 <sup>5</sup>

Luke Lampo 2017 [Dynamics of Nitrate, Phosphorus, and Suspended Sediment Transport in Two Agricultural Streams in Central Illinois](#)



Figure 1: Study site; with diversion box (white), diversion wells (blue 2, 4, 6, 8, 10, 12), reference wells (C1, C2, C3), and redirected subsurface tiles (red)

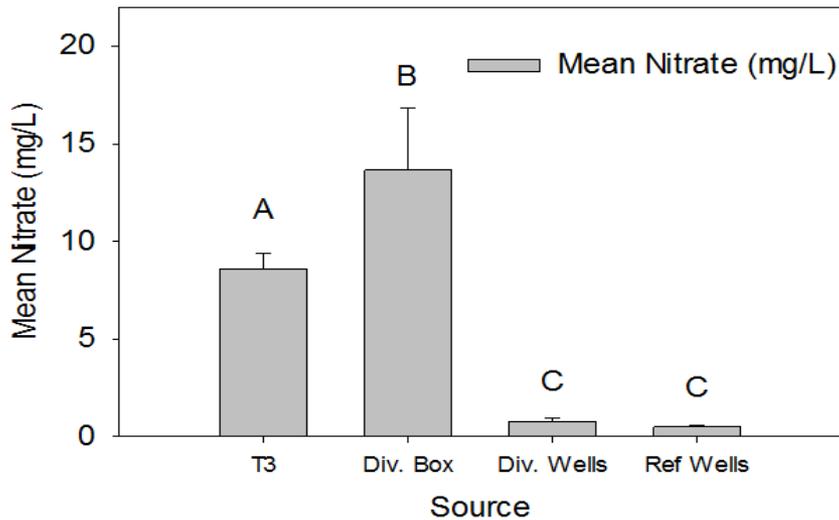


Figure 1: Mean nitrate concentration at T3, Diversion box, Diversion wells, and Reference wells.

Resaturation of riparian buffers is a method to remove nitrates from tile water, before the tile drainage enters the receiving stream. The City installed a resaturation system at the T3 site near Evergreen Lake, along with a series of monitoring wells. Data from ISU student investigations show that the practice is very effective in reducing nitrates.

- Tamru Teye 2016 [Reducing nitrate pollution by redirecting farm runoff into the subsurface of an herbaceous riparian buffer zone](#)



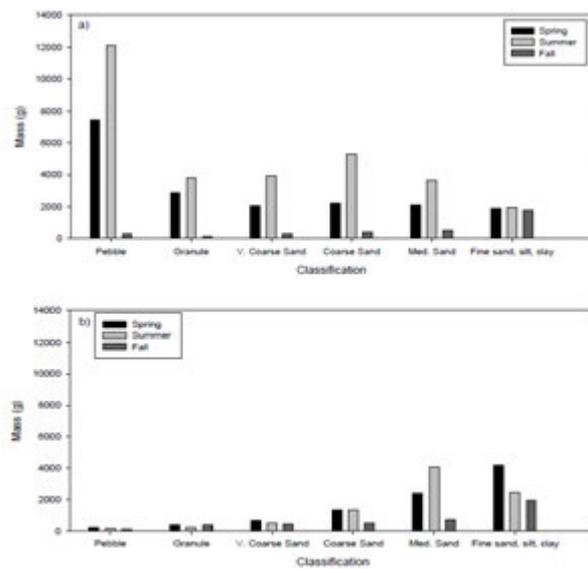


Figure 21: Distribution of Sediment Mass According to Wentworth Classification. a) Represents Six Mile Creek and b) is Money Creek.

Bedload is defined as material that is normally too heavy to be suspended into the streamflow, but is transported downstream by the streambed. Bedload can be a significant contributor of sediment to our drinking water supply reservoirs.

Table 10: Summary of Results.

Component	Six Mile Creek	Money Creek
Stage	Lower	Higher
Discharge	Lower	Higher
Bank Pins	Net erosion	Net deposition
Suspended Sediment	Less	More
Bedload: Mass	More	Less
Bedload: Particle size	Gravels	Medium-Fine Sands

Table 11: Kg of Bedload Transported using Schoklitsch Formulas for Sand and Mixed Material.

Season	Money Creek		Six Mile Creek	
	Sand (kg)	Mix (kg)	Sand (kg)	Mix (kg)
Spring	$4.3 \times 10^5$	$9.1 \times 10^3$	$2.2 \times 10^4$	$7.0 \times 10^4$
Summer	$6.3 \times 10^5$	$1.0 \times 10^4$	$3.8 \times 10^4$	$5.1 \times 10^4$
Fall	$3.4 \times 10^4$	$6.4 \times 10^3$	$2.8 \times 10^4$	$1.5 \times 10^4$
TOTAL	$1.1 \times 10^6$	$2.4 \times 10^4$	$6.4 \times 10^4$	$1.4 \times 10^5$

Pryor, Paula Jane, "Stream Energy Impacting Sediment Transport Through Low-Gradient Agricultural Streams" (2016). *Theses and Dissertations*. Paper 539.





## CONSENT AGENDA ITEM NO.

FOR COUNCIL: October 9, 2017

**SUBJECT:** Consideration of a Resolution approving a change order with Rowe Construction for pavement patching in relation to the replacement of Traffic Signals at Towanda and Vernon Avenues and approval of an IDOT Supplemental Resolution approving additional funding for the Construction of the Improvements to Vernon & Towanda intersection (MFT No. 14-00353-00-TL) in the amount of \$125,000.

**RECOMMENDATION/MOTION:** That: (1) a Resolution Authorizing a Change Order in the Amount of \$125,000 in the Contract for the Replacement of Traffic Signals at Towanda and Vernon Avenues for Pavement Patching be approved, and the Mayor and City Clerk be authorized to execute the necessary documents; and (2) the IDOT (Supplemental) Resolution for Improvement by Municipality under the Illinois Highway Code for the Improvement of the Vernon & Towanda Intersection in the amount of \$125,000, be approved and the Mayor and City Clerk authorized to execute the necessary documents.

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

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

**BACKGROUND:** The City and the Town of Normal jointly own and operate the intersection of Vernon Avenue and Towanda Avenue and its traffic signals. The existing traffic signal equipment was installed in 1975 and is obsolete. It cannot be modified to meet today's standards and traffic demands. On March 27, 2017, the Bloomington City Council approved a contract with Rowe Construction for the reconstruction of the intersection. As construction has progressed a number of additional items are needed to properly reconstruct the intersection. These changes will allow the intersection to last longer before maintenance or reconstruction is needed.

The majority of the additional work is patching. As excavation began and the pavement was re-evaluated, it was evident that the transverse contraction joints in the overlaid concrete pavement were in very poor shape. This issue was not identified in the design phase because the asphalt overlay shielded the joints from view. The excavation of the curb and gutter has exposed the problem. It is staff's experience that if these joints are overlaid again, the problem will persist and the life expectancy of the new asphalt overlay would drastically decrease. Therefore, staff recommends a significant patching effort prior to the new asphalt overlay. Town of Normal staff has agreed that this problem should be addressed and will reimburse the City for the portion of the work that falls within Town of Normal jurisdiction.

If approved, the additional funding in the amount of \$125,000 will raise the approved contract amount with Rowe to \$875,000.00. Based on the unit prices and plan quantities, Staff has estimated the revised cost to the two governments after the change to be as follows:

City of Bloomington: \$620,000  
Town of Normal: \$255,000

There is an existing Intergovernmental Agreement between the City and the Town (approved by the Bloomington City Council February 13, 2017) which obligates the City to pay for roadway, sidewalk, and storm sewer work at the intersection and 25% of the cost of updated traffic signals. The Town will pay for 75% of the cost of the updated traffic signals. A major improvement at this intersection will be a northbound right turn lane. This additional lane is within City jurisdiction. Therefore, the City is paying for this work and the resurfacing which is why the City is bearing the bulk of the project cost.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Town of Normal Staff

**FINANCIAL IMPACT:** The (Supplemental) MFT Resolution of \$125,000 raises the appropriation for this project to \$875,000 for the total project construction cost. There are sufficient funds available in the MFT Fund to cover this request. The funds will come from the Motor Fuel Tax-Street Construction account (20300300-72530). Stakeholders can locate this in the FY 2018 Budget Book titled “Adopted Other Funds Budget” on page 10.

**COMMUNITY DEVELOPMENT IMPACT:** Not applicable

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** Not applicable

Respectfully submitted for Council consideration.

Prepared by: Luke Thoele, PE, Civil Engineer II  
Reviewed by: Jim Karch, PE CFM, Director of Public Works  
Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Scott Rathbun, Budget Manager  
Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales  
City Manager

**Attachments:**

- Resolution Approving a Change Order with Rowe Construction for the Pavement Patching
- IDOT (Supplemental) Resolution for Improvement By Municipality Under the Illinois Highway Code

Reviewer's Comments: (To be deleted upon approval for an agenda)

Finance & Procurement Review:

Procurement has reviewed the memo and resolution and have no comment.

Water & Community Development Review:

Legal & Liquor Review

Added a resolution on a change order and modified the motion to reflect same.

City Manager Review

**RESOLUTION NO. 2017 -**

**A RESOLUTION AUTHORIZING A CHANGE ORDER  
IN THE AMOUNT OF \$125,000 IN THE CONTRACT FOR THE REPLACEMENT OF  
TRAFFIC SIGNALS AT TOWANDA & VERNON AVENUES  
FOR PAVEMENT PATCHING**

WHEREAS, the City of Bloomington has previously entered into a contract with Rowe Construction for the replacement of traffic signals at Towanda and Vernon Avenue; and

WHEREAS, for the reasons set forth in a staff report dated October 9, 2017 it is necessary to enter into the change order for Pavement Patching in the amount of \$125,000 and the City Council finds that such work was not foreseeable at the time the original contact was entered and is in the best interests of the City; and

WHEREAS, the City authorizes the additional expenditures as outlined here. .

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

That a change order in the amount of \$125,000 in the contract between the City of Bloomington and Rowe Construction be approved.

ADOPTED this \_\_\_\_ day of October, 2017.

APPROVED this \_\_\_\_ day of October, 2017.

CITY OF BLOOMINGTON

ATTEST:

\_\_\_\_\_  
Tari Renner, Mayor

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



BE IT RESOLVED, by the Mayor and Council of the \_\_\_\_\_ of the \_\_\_\_\_  
Council or President and Board of Trustees  
City of Bloomington Illinois  
City, Town or Village

that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
VERNON AVENUE	FAU 6354	TOWANDA AVE. ( FAU 6413)	

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of Reconstruction of the intersection of Vernon Avenue and Towanda Avenue to include a northbound right turn lane, larger corner radii, hot mix asphalt resurfacing, and traffic signal replacement.

The south approach to the intersection (Towanda Avenue) ~~and~~ shall be constructed 68 feet edge to edge wide and be designated as Section 14-00353-00-TL

2. That there is hereby appropriated the (additional  Yes  No) sum of One hundred twenty-five thousand -----  
----- and Zero/100 Dollars ( \$125,000 ) for the improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by CONTRACT ; and,  
Specify Contract or Day Labor

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

Approved \_\_\_\_\_

Date \_\_\_\_\_

Department of Transportation

Regional Engineer \_\_\_\_\_

I, Cherry Lawson City Clerk in and for the  
City of Bloomington  
City, Town or Village  
County of McLean , hereby certify the  
foregoing to be a true, perfect and complete copy of a resolution adopted  
by the City Council  
Council or President and Board of Trustees  
at a meeting on October 9, 2017  
Date  
IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this  
\_\_\_\_\_ day of \_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
City, Town, or Village Clerk



## CONSENT AGENDA ITEM NO. 7G

FOR COUNCIL: October 9, 2017

**SUBJECT:** Consideration of an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code approving the request from James Day and Karen Malek to allow moderate consumption of alcohol at their October 21, 2017, wedding reception to be held at Davis Lodge.

**RECOMMENDATION/MOTION:** That an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on October 21, 2017, be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

**BACKGROUND:** On September 12, 2017, the Bloomington Liquor Commissioner Pro Tem, Karen Schmidt, called a hearing to order to hear the request James Day and Karen Malek to allow moderate consumption of alcohol at their October 21, 2017, wedding reception to be held at Davis Lodge.

Present were: Commissioners Karen Schmidt, Lindsey Powell, Jack Bataoel, Staff George Boyle, Asst. Corporation Counsel, Asst. Police Chief Ken Bays, and Renee Gooderham, Chief Deputy Clerk.

Karen Malek addressed the Commission. She stated that HyVee would cater the event. Beer and wine only would be served.

Motion by Commissioner Powell, seconded by Commissioner Bataoel, to recommend at the October 9, 2017, City Council meeting approval of the request from James Day and Karen Malek to allow moderate consumption of alcohol at their October 21, 2017, wedding reception to be held at Davis Lodge.

Commissioner Schmidt directed the Clerk to call the roll which resulted in the following:

Ayes: Commissioners Powell, Bataoel and Schmidt.

Nays: None.

Motion carried.

Approximately 90 - 100 guests were anticipated.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The Agenda for the September 12, 2017, 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.

**COMMUNITY DEVELOPMENT IMPACT:** None.

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** None.

Respectfully submitted for Council consideration.

Prepared by: Renee Gooderham, Chief Deputy Clerk

Reviewed by: Cherry L. Lawson, City Clerk  
Robert D. Yehl, PE, Water Director

Financial & budgetary review by: Scott Rathbun, Budget Manager

Legal review by: George D. Boyle, Assistant Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Ordinance
- Letter of Request

**ORDINANCE NO. 2017 -**

**AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE FOR A WEDDING RECEPTION ON OCTOBER 21, 2017, AT DAVIS LODGE**

WHEREAS, James Day and Karen Malek wish to allow moderate consumption of alcohol at their October 21, 2017, wedding reception to be held at Davis Lodge from 5:00 p.m. to 10:00 p.m. at Davis Lodge; and

WHEREAS, James Day and Karen Malek have requested permission from the City to serve beer and wine during this event; and

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

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended as those ordinances pertain to the Davis Lodge, for the wedding reception on October 21, 2017, from 5:00 pm to 10:00 p.m. at Davis Lodge.

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

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

Section 4: This Ordinance is adopted pursuant to the home rule authority granted the City of Bloomington by Article VII, Section 6 of the 1970 Illinois Constitution.

**PASSED this \_\_\_\_ day of October, 2017.**

**APPROVED this \_\_\_\_ day of October, 2017.**

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Tari Renner, Mayor

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

**From:** Renee Gooderham/Cityblm  
**To:** Karen Malek ·

---

**Date:** Monday, August 21, 2017 04:32PM  
**Subject:** Re: Davis Lodge Liquor License- 10/21/17

---

Dear Ms. Malek,

I have placed your item on the September 12, 2017 Liquor Commission meeting. Please plan to have someone attend the 4:00 pm meeting, located at 109 E. Olive St. in the Council Chambers.

Let me know if there are questions or concerns.

Thank you,  
Renee Gooderham, CH-PL, RMC  
Records & Information Manager  
(309) 434-2240

-----Karen Malek <malekdaywedding@yahoo.com> wrote: -----

To: "cityclerk@cityblm.org" <cityclerk@cityblm.org>  
From: Karen Malek ·  
Date: 08/21/2017 04:08PM  
Subject: Davis Lodge Liquor License- 10/21/17

To Whom it May Concern,

I am writing to request approval for a temporary liquor license for my wedding at Davis Lodge on Saturday October 21, 2017.

Below is the information regarding the wedding:

Bride- Karen L. Malek, ;  
Groom- James R. Day,  
Caterer- Hy-Vee Bloomington 309-663-3050  
Wedding details- Saturday October 21, 2017 5pm-10pm  
Number of people attending- approximately 90-100

Thank you in advance,  
Karen Malek

Websense: Click [here](#) to report this email as spam.



## CONSENT AGENDA ITEM NO. 7H

FOR COUNCIL: October 9, 2017

**SUBJECT:** Consideration of an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code approving the request from Jonathon Kaiser and Ashley Cawood to allow moderate consumption of alcohol at their November 5, 2017, wedding reception to be held at Miller Park Pavilion.

**RECOMMENDATION/MOTION:** That an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Miller Park Pavilion on November 5, 2017, be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

**BACKGROUND:** On September 12, 2017, the Bloomington Liquor Commissioner Pro Tem, Karen Schmidt, called a hearing to order to hear the request Jonathon Kaiser and Ashley Cawood to allow moderate consumption of alcohol at their November 5, 2017, wedding reception to be held at Miller Park Pavilion.

Present were: Commissioners Karen Schmidt, Lindsey Powell, Jack Bataoel; Staff George Boyle, Asst. Corporation Counsel, Asst. Police Chief Ken Bays, and Renee Gooderham, Chief Deputy Clerk.

Jonathon Kaiser addressed the Commission. He stated Red Bird Catering would cater the event. Beer and wine only would be served.

Motion by Commissioner Bataoel, seconded by Commissioner Powell to recommend at the October 9, 2017, City Council meeting approval of the request from Jonathon Kaiser and Ashley Cawood to allow moderate consumption of alcohol at their November 5, 2017, wedding reception to be held at Miller Park Pavilion.

Commissioner Schmidt directed the Clerk to call the roll which resulted in the following:

Ayes: Commissioners Powell, Bataoel and Schmidt.

Nays: None.

Motion carried.

Seventy – five (75) guest were anticipated.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The Agenda for the September 12, 2017, 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.

**COMMUNITY DEVELOPMENT IMPACT:** None.

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** None.

Respectfully submitted for Council consideration.

Prepared by: Renee Gooderham, Chief Deputy Clerk

Reviewed by: Cherry L. Lawson, City Clerk

Financial & budgetary review by: Scott Rathbun, Budget Manager

Legal review by: George D. Boyle, Assistant Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Ordinance
- Letter of Request

**ORDINANCE NO. 2017 -**

**AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE FOR A WEDDING RECEPTION ON NOVEMBER 5, 2017, AT MILLER PARK PAVILION**

WHEREAS, Jonathon Kaiser and Ashley Cawood wish to allow moderate consumption of alcohol at their November 5, 2017, wedding reception to be held at Miller Park Pavilion from 5:00 p.m. to 10:00 p.m. at Miller Park Pavilion; and

WHEREAS, Jonathon Kaiser and Ashley Cawood have requested permission from the City to serve beer and wine during this event; and

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

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended as those ordinances pertain to the Miller Park Pavilion, for the wedding reception on November 5, 2017, from 5:00 pm to 10:00 p.m. at Miller Park Pavilion.

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

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

Section 4: This Ordinance is adopted pursuant to the home rule authority granted the City of Bloomington by Article VII, Section 6 of the 1970 Illinois Constitution.

**PASSED this \_\_\_\_ of October, 2017.**

**APPROVED this \_\_\_\_ day of October, 2017.**

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Tari Renner, Mayor

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

**From:** Renee Gooderham/Cityblm  
**To:** Andrew Coffey/Cityblm  
**Cc:** Jonathan Kaiser

---

**Date:** Tuesday, August 15, 2017 08:58AM  
**Subject:** Re: Wedding Alcohol Miller Park Pavillion

---

Dear Mr. Kaiser,

I will place your event on the September 12, 2017 Liquor Commission agenda. I have attached a catering application for Chefs Catering. They must complete the application, submit \$75 , a copy of their local alcohol license and provide DRAM listing your date, time and location of your event. Please plan to have someone attend at 4:00 p.m.

Let me know if there are questions or concerns.

Thank you,  
Renee Gooderham, CH-PL, RMC  
Records & Information Manager  
(309) 434-2240

-----Andrew Coffey/Cityblm wrote: -----

To: Jonathan Kaiser <  
From: Andrew Coffey/Cityblm  
Date: 08/15/2017 08:17AM  
Cc: Renee Gooderham/Cityblm@Cityblm  
Subject: Re: Wedding Alcohol Miller Park Pavillion

Hello,

I am forwarding your request to Renee in the Clerk's office as I no longer work in that department.

Thanks,

Andrew Coffey  
Legal Secretary  
Legal Department  
City of Bloomington  
(309) 434-2213

[CityBLM.org](http://CityBLM.org) - [Facebook](#) - [Twitter](#) - [YouTube](#)

-----Jonathan Kaiser wrote: -----

To: acoffey@cityblm.org  
From: Jonathan Kaiser <jon.kaiser@me.com>  
Date: 08/12/2017 11:05AM

Subject: Wedding Alcohol Miller Park Pavillion

Hello,

I am looking at how we can go about the process of getting a one day liquor license for our wedding at Miller Park Pavillion in November 2017. Here are the details:

Sunday November 5, 2017

Alcohol will be served 5pm-10pm

Miller Park Pavillion

Has been reserved for this date from 8am-11pm

Bride - Ashley Cawood

Groom - Jonathan Kaiser

(

:

75 guests expected

Chefs Catering is our catering company who will provide the bar service.

Let me know what else you might need from us or any other details. Thank you!

-Jon Kaiser

630-319-5200

Sent from my iPhone

Websense: Click [here](#) to report this email as spam.

Attachments:

Catering Application.doc



## CONSENT AGENDA ITEM NO. 7I

FOR COUNCIL: October 9, 2017

**SUBJECT:** Consideration of an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code the request from Andy Houin and Paige Steffen to allow moderate consumption of alcohol at their November 11, 2017, wedding reception to be held at Miller Park Pavilion.

**RECOMMENDATION/MOTION:** That an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Miller Park Pavilion on November 11, 2017, be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

**BACKGROUND:** On September 12, 2017, the Bloomington Liquor Commissioner Pro Tem, Karen Schmidt, called a hearing to order to hear the request Andy Houin and Paige Steffen to allow moderate consumption of alcohol at their November 11, 2017, wedding reception to be held at Miller Park Pavilion.

Present were: Commissioners Karen Schmidt, Lindsey Powell, Jack Bataoel; Staff George Boyle, Asst. Corporation Counsel, Asst. Police Chief Ken Bays, and Renee Gooderham, Chief Deputy Clerk.

Andy Houin addressed the Commission. He stated that Nelson's Catering would cater the event. Beer and wine only would be served.

Motion by Commissioner Bataoel, seconded by Commissioner Powell, to recommend at the October 9, 2017, City Council meeting approval of the request from Andy Houin and Paige Steffen to allow moderate consumption of alcohol at their November 11, 2017, wedding reception to be held at Miller Park Pavilion.

Commissioner Schmidt directed the Clerk to call the roll which resulted in the following:

Ayes: Commissioners Powell, Bataoel and Schmidt.

Nays: None.

Motion carried.

Approximately 250 guests were anticipated.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The Agenda for the September 12, 2017, 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.

**COMMUNITY DEVELOPMENT IMPACT:** None.

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** None.

Respectfully submitted for Council consideration.

Prepared by: Renee Gooderham, Chief Deputy Clerk

Reviewed by: Cherry L. Lawson, City Clerk

Financial & budgetary review by: Scott Rathbun, Budget Manager

Legal review by: George D. Boyle, Assistant Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Ordinance
- Letter of Request

**ORDINANCE NO. 2017 -**

**AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE FOR A WEDDING RECEPTION ON NOVEMBER 11, 2017, AT MILLER PARK PAVILION**

WHEREAS, Andy Houin and Paige Steffen wish to allow moderate consumption of alcohol at their November 25, 2017, wedding reception to be held at Miller Park Pavilion from 5:00 p.m. to 11:30 p.m. at Miller Park Pavilion; and

WHEREAS, Andy Houin and Paige Steffen have requested permission from the City to serve beer and wine during this event; and

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

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended as those ordinances pertain to the Miller Park Pavilion, for the wedding reception on November 11, 2017, from 5:00 pm to 11:30 p.m. at Miller Park Pavilion.

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

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

Section 4: This Ordinance is adopted pursuant to the home rule authority granted the City of Bloomington by Article VII, Section 6 of the 1970 Illinois Constitution.

**PASSED this \_\_\_\_ of October, 2017.**

**APPROVED this \_\_\_\_ day of October, 2017.**

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Tari Renner, Mayor

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

**From:** Renee Gooderham/Cityblm  
**To:**  
**Cc:** Mitch Steffen <...>, "Paige (gmail)" <...>, Andrew Houin <...>

**Date:** Thursday, August 17, 2017 02:48PM  
**Subject:** Re: Request to Serve Beer and Wine at Miller Park Pavilion on Sat. 11/4/17

Dear Mr. Steffen,

I have placed your item on the September 12, 2017 Liquor Commission meeting. Please have someone attend this meeting at 4 pm, in the Council Chambers, located at 109 E. Olive St.

Renee Gooderham, CH-PL, RMC  
Records & Information Manager  
(309) 434-2240

-----Andrew Coffey/Cityblm wrote: -----

To: Mitch Steffen <...>, Renee Gooderham/Cityblm@Cityblm  
From: Andrew Coffey/Cityblm  
Date: 08/17/2017 02:14PM  
Cc: "Paige (gmail)" <...>  
Andrew Houin <...>  
Subject: Re: Request to Serve Beer and Wine at Miller Park Pavilion on Sat. 11/4/17

Hello,

I am forwarding your request to Renee in the Clerk's office as I no longer work in that department.

Thanks,

Andrew Coffey  
Legal Secretary  
Legal Department  
City of Bloomington  
(309) 434-2213

[CityBLM.org](#) - [Facebook](#) - [Twitter](#) - [YouTube](#)

-----Mitch Steffen

wrote: -----

To: "acoffey@cityblm.org" <acoffey@cityblm.org>  
From: Mitch Steffen <...>  
Date: 08/17/2017 01:07PM  
Cc: Mitch Steffen <...>, "Paige (gmail)" <...>, Andrew Houin <...>

<drewhouin@yahoo.com>

Subject: Request to Serve Beer and Wine at Miller Park Pavilion on Sat. 11/4/17

Hello. My name is Mitch Steffen and my daughter Paige Steffen is marrying Andy Houin on Sat. 11/4/17. The reception will be held at the Miller Park Pavilion that evening.

This is the request for your permission to serve beer and wine at the Houin/Steffen reception at Miller Park Pavilion on 11/4/17.

Date + Time – Saturday, 11/4/17, 5:00 pm – 11:30 pm

Location – Miller Park Pavilion

Event Reserved – We've paid \$700 for 11/3 (2494) and \$850 for 11/4 (2495) on 10/25/16. I believe I still need to pay a \$150 damage deposit.

Names – Andy Houin ( ) and Paige Steffen

- Please contact me at

Guests – Approx. 250

Catering Business – Nelson's Catering from Springfield, IL will be serving and handling all beer and wine.

**I will plan to attend the Liquor Commission meeting on Tues. 9/12/17 at 4:00 in Council chambers. Please let me know if Council chambers are not located at 109 E. Olive St. in Bloomington.**

Please let me know if you need any further information at this time and that you have received this email.

Thank you for your time and consideration,

Mitch Steffen (Father of the bride ☺)

Websense: Click [here](#) to report this email as spam.



## CONSENT AGENDA ITEM NO. 7J

FOR COUNCIL: October 9, 2017

**SUBJECT:** Consideration of an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code approving the request from Kyle Shadid and Cori Baker to allow moderate consumption of alcohol at their March 17, 2018, wedding reception to be held at Miller Park Pavilion.

**RECOMMENDATION/MOTION:** That an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Miller Park Pavilion, on March 17, 2018, be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

**BACKGROUND:** On September 12, 2017, the Bloomington Liquor Commissioner Pro Tem, Karen Schmidt, called a hearing to order to hear the request Kyle Shadid and Cori Baker to allow moderate consumption of alcohol at their March 17, 2018, wedding reception to be held at Miller Park Pavilion.

Present were: Commissioners Karen Schmidt, Lindsey Powell, Jack Bataoel; Staff George Boyle, Asst. Corporation Counsel, Asst. Police Chief Ken Bays, and Renee Gooderham, Chief Deputy Clerk.

Julie Shadid, mother of the prospective groom, addressed the Commission. She stated that Famous Dave's would cater the event. Beer and wine only would be served.

Motion by Commissioner Bataoel, seconded by Commissioner Powell to recommend at the October 9, 2017, City Council meeting approval of the request from Kyle Shadid and Cori Baker to allow moderate consumption of alcohol at their March 17, 2018, wedding reception to be held at Miller Park Pavilion.

Commissioner Schmidt directed the Clerk to call the roll which resulted in the following:

Ayes: Commissioners Powell, Bataoel and Schmidt.

Nays: None.

Motion carried.

Approximately 150 guests were anticipated.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The Agenda for the September 12, 2017, 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.

**COMMUNITY DEVELOPMENT IMPACT:** None.

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** None.

Respectfully submitted for Council consideration.

Prepared by: Renee Gooderham, Chief Deputy Clerk

Reviewed by: Cherry L. Lawson, City Clerk

Financial & budgetary review by: Scott Rathbun, Budget Manager

Legal review by: George D. Boyle, Assistant Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Ordinance
- Letter of Request

**ORDINANCE NO. 2017 -**

**AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE FOR A WEDDING RECEPTION ON MARCH 17, 2018, AT MILLER PARK PAVILION**

WHEREAS, Kyle Shadid and Cori Baker wish to allow moderate consumption of alcohol at their March 17, 2018, wedding reception to be held at Miller Park Pavilion from 5:30 p.m. to 10:00 p.m. at Miller Park Pavilion; and

WHEREAS, Kyle Shadid and Cori Baker have requested permission from the City to serve beer and wine during this event; and

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

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended as those ordinances pertain to the Miller Park Pavilion, for the wedding reception on March 17, 2018, from 5:30 pm to 10:00 p.m. at Miller Park Pavilion.

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

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

Section 4: This Ordinance is adopted pursuant to the home rule authority granted the City of Bloomington by Article VII, Section 6 of the 1970 Illinois Constitution.

**PASSED this \_\_\_ day of October, 2017.**

**APPROVED this \_\_\_\_day of October, 2017.**

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Tari Renner, Mayor

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

**From:** Renee Gooderham/Cityblm  
**To:** Cori Baker , Kyle Shadid <

---

**Date:** Tuesday, August 29, 2017 10:46AM  
**Subject:** Re: Alcohol Request

---

Cori,

I have placed your item on the September 12, 2017 Liquor Commission meeting which is held at 4:00 pm in the Council Chambers at 109 E. Olive St. Someone must attend this meeting.

Sincerely,  
Renee Gooderham, CH-PL, RMC  
Records & Information Manager  
(309) 434-2240

-----Andrew Coffey/Cityblm wrote: -----

To: Cori Baker <  
From: Andrew Coffey/Cityblm  
Date: 08/29/2017 08:13AM  
Cc: Kyle Shadid < >, Renee Gooderham/Cityblm@Cityblm  
Subject: Re: Alcohol Request

Hello,

I am forwarding your request to Renee in the Clerk's office as I no longer work in that department.

Thanks,

Andrew Coffey  
Legal Secretary  
Legal Department  
City of Bloomington  
(309) 434-2213

[CityBLM.org](#) - [Facebook](#) - [Twitter](#) - [YouTube](#)

-----Cori Baker <corinn\_baker@yahoo.com> wrote: -----

To: acoffey@cityblm.org  
From: Cori Baker <  
Date: 08/28/2017 06:24PM  
Cc: Kyle Shadid <  
Subject: Alcohol Request

Here is all the information you will need!

Date and time of event : March 17th 2018 at 5:30pm

Location: Miller Park Pavillion

Location has been reserved and paid for

Bride: Cori Baker

Groom: Kyle Shadid

Contact information for others representing the organizers: Julie Shadid

Number of guests: 150

Name of catering business: Nelson's Catering

Please let me know which meeting I will need to have our representative attend and instructions on what to expect.

Thank you,  
Cori Baker

Websense: Click [here](#) to report this email as spam.



## CONSENT AGENDA ITEM NO. 7K

FOR COUNCIL: October 9, 2017

**SUBJECT:** Consideration of the application of Keg Grove Brewing Co., LLC, d/b/a Keg Grove Brewing Co., located at 712 E. Empire St., Ste. #2., requesting a TBPS liquor license which would allow the sale of beer only by the glass for consumption on the premises and the sale of beer only in packaged form for consumption off the premises seven (7) days a week.

**RECOMMENDATION/MOTION:** That the application of Keg Grove Brewing Co., LLC, d/b/a Keg Grove Brewing Co., located at 712 E. Empire St., Ste. #2., requesting a TBPS liquor license which would allow the sale of beer only by the glass for consumption on the premises and the sale of beer in packaged form for consumption off the premises seven (7) days a week be approved, contingent upon compliance with all health and safety codes and with the following conditions incorporated into and made a part of the liquor license: 1.) no patio or outdoor alcohol service; 2.) no wine will be served and/or sold; 3.) no other beer will be served and/or sold except that which is produced on premise; 4.) no video gaming; 5.) installation of a fence to separate the business from the residential area; 6.) placement of security cameras on the outside of the building facing the residential area; 7.) installation of outside cigarette receptacles; and 8.) hours of operation will be Sunday – 12:00 P.M. to 8:00 P.M., Wednesday through Friday – 3:00 P.M. to 11:00 P.M. and Saturday – 11:00 A.M. to 11:00 P.M.

**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:** Bloomington Liquor Commissioner Pro Tem Karen Schmidt called a public hearing on September 12, 2017 on the application submitted by Keg Grove Brewing Co., LLC, d/b/a Keg Grove Brewing Co., located at 712 E. Empire St., Ste. #2., requesting a TBPS liquor license which would allow the sale of beer and wine only by the glass for consumption on the premises and the sale of beer and wine only in packaged form for consumption off the premises seven (7) days a week.

Present were: Commissioners Karen Schmidt, Lindsey Powell, Jack Bataoel; Staff present included George Boyle, Asst. Corporation Counsel, Asst. Police Chief, Ken Bays, and Renee Gooderham, Chief Deputy Clerk.

Jeffrey Mroz, owner/operator, addressed the Commission. He stated that Keg Grove Brewing Co., would produce small amounts of locally crafted beer. They were community focused and wanted to be an active part of the community. He noted that a meeting had been held with the neighborhood. They had agreed to conditions with the residents in order to maintain the privacy and integrity of the neighborhood. The establishment would not have video gaming. Only the

beer which was produced at the location would be served. Food service would not be available. He stated same could come from food trucks or takeout. A fence would be installed between the two (2) buildings to improve privacy.

Commissioner Schmidt read from an email from Alderman Buragas. She requested that business hours be Monday – Thursday closing at 9:30 P.M. weekend closing 10:30 P.M. and the patio closing thirty minutes (30) prior to closing. Mr. Mroz noted that the patio would be established at a later date.

Commissioner Schmidt questioned music on the patio. Michael Hoff, an owner/operator of the business, stated that a patio could be a future addition. There would be acoustic music inside the establishment. Same would be kept at a reasonable level and toned down to remain at an acceptable level to the surrounding areas.

Commissioner Powell questioned BASSETT (Beverage Alcohol Sellers and Servers Education) training certifications. Mr. Mroz replied not at this time.

Commissioner Bataoel questioned possible smells being emitted from the establishment. Mr. Mroz stated that ventilation would not be outside. The filter system used would vent inside, condensing same into a vapor which would go down a drain.

Commissioner Schmidt asked if any persons wish to testify in favor of the application.

Eric Prenzler stated his family had owned the premises where the establishment will be located since 1963 and also owns the property at 1202 N. Linden Street. He noted that he had been working with Mr. Mroz and Mr. Hoff since early March, 2017. He believed they had a quality business plan.

Commissioner Schmidt questioned the lease. Mr. Prenzler stated that same was for five (5) years.

Mr. Bataoel questioned parking. Mr. Prenzler stated that there were 115 shared spaces. He believed there was plenty of parking as the business would be open later in the day then several of the other businesses at the location.

Erik Rankin noted that he was a personal friend of Mr. Mroz and a representative of South Bloomington on the McLean County Board. He was impressed with the changes the owners were making to the facility to make it friendly to the neighborhood.

Joe Gibson stated he resides at 5 White Place, directly behind the proposed brewery. He stated that he would rather have a viable business in the location, like the brewery, than have the space remain vacant.

Commissioner Schmidt noted that Katie Simpson, City Planner, sent an email stating there were no zoning concerns.

Commissioner Schmidt asked whether there were any persons wishing to testify in opposition to the application.

Carolyn Jarvis stated that White Place is more than an existing neighborhood; it is a historic, unique street. She stated her appreciation for the specific restrictions stated. She questioned the neighborhood impact with food trucks engines running and trash. She questioned the outdoor cooler, noise and ascetics. She suggested speed bumps in the alley and “No Thru” traffic signs to assist with traffic.

Kathryn Mueninghoff stated that she resides at 7 White Place. Her home backs up to the proposed brewery. She presented pictures of the area which were marked as Group Exhibit A, (attached hereto). She opposes the brewery due to personal experience with a family member’s alcoholism. She believed there would be increased problems with vehicle and foot traffic, noise and trash. She recommended a sign posted in the alley “Children at Play” and speed bumps. She questioned the mix with the alley and Constitution Trail. She recommended security cameras on the outside of the building. She questioned the brewery’s location relative to a church.

Mr. Boyle stated that location restrictions for a liquor license were if same was within 100’ of any church at the nearest part for worship.

Keith Brotheridge stated that he had some of the same concerns as the others who had spoken against the application. He questioned individuals stopping for a drink from Constitution Trail; noting that the trail was to be closed after dark. He stated the establishment would lower property values. He stated that it would not be in the best interest of a community to have a brew club in this portion of Bloomington (designated by the 61701 zip code) for social economic reasons.

Angela Haff stated that these types of breweries are popular with college students. She believes there will be an increase in criminal activity if the application is allowed. She questioned the owner/operators meaning of a community-focused business and noted that just saying it does not make it so.

Robert Mueninghoff believed that a bar in a family neighborhood was not in the best interest of the community.

Marty Seigel questioned if a market study had been done for this business. She questioned brewing times and employees coming and going at odd hours.

Mr. Mroz thanked everyone who spoke. He addressed security, stating that there would be security cameras on the premises, as the Alcohol Tobacco Tax and Trade Bureau (TTB) required same. There was an exterior cooler that would be completely blocked from the neighborhood with a fence and would produce less noise than an air conditioner.

Michael Hoff, Mr. Mroz’s partner in the business, stated that the required BASSETT training will provide the tools to know when the appropriate amount of alcohol had been served to college students or others. All beer would be produced during the daytime. There were only two (2) employees, himself and Mr. Mroz.

Commissioner Schmidt acknowledged the emails received from citizens. (attached hereto) She questioned police patrols. Asst. Chief Bays stated that they would respond when called.

Commissioner Bataoel questioned ensuring the church was outside the 100' limit. Mr. Boyle stated that any recommendation received could be contingent upon the location of the establishment being at least 100 feet from a church. Commissioner Schmidt stated that in any case it would be unlawful for the establishment to be given a license if it were within 100 feet of a church.

Motion by Commissioner Bataoel, seconded by Commissioner Powell to recommend at the October 9, 2017 City Council meeting approval of the application of the Keg Grove Brewing Co., LLC, d/b/a Keg Grove Brewing Co., located at 712 E. Empire St., Ste. #2., requesting a TBPS liquor license which would allow the sale of beer only by the glass for consumption on the premises and the sale of beer in packaged form for consumption off the premises seven (7) days a week be approved, contingent upon compliance with all health and safety codes and with the following conditions incorporated into and made a part of the liquor license: 1.) no patio or outdoor alcohol service; 2.) no wine will be served and/or sold; 3.) no other beer will be served and/or sold except that which is produced on premise; 4.) no video gaming; 5.) installation of a fence to separate the business from the residential area; 6.) placement of security cameras on the outside of the building facing the residential area; 7.) installation of outside cigarette receptacles; and 8.) hours of operation will be Sunday – 12:00 P.M. to 8:00 P.M., Wednesday through Friday – 3:00 P.M. to 11:00 P.M. and Saturday – 11:00 A.M. to 11:00 P.M.

Commissioner Schmidt directed the Clerk to call the roll which resulted in the following:

Ayes: Commissioners Powell, Bataoel and Schmidt.

Nays: None.

Motion carried.

Commissioner Schmidt stated that this item would be recommended to Council at the October 9, 2017 Council meeting.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Public notice was published in the Pantagraph on September 5, 2017 in accordance with City Code. In accordance with City Code, approximately 140 courtesy copies of the Public Notice were mailed on September 1, 2017. In addition, the Agenda for the September 12, 2017 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:** This is a new liquor license. The current annual license fee is \$1,200. This is recorded under the Non-Departmental-Liquor License account (10010010-51010). Stakeholders can locate this in the FY 2018 Budget Book titled "Adopted General Fund Budget" on page 120.

**COMMUNITY DEVELOPMENT IMPACT:** None.

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** None.

Respectfully submitted for Council consideration.

Prepared by: Renee Gooderham, Chief Deputy Clerk

Reviewed by: Cherry L. Lawson, City Clerk

Financial & budgetary review by: Scott Rathbun, Budget Manager

Legal review by: George D. Boyle, Assistant Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Creation of New License Ordinance
- Questionnaire and Application
- Aerial Map
- Group Exhibit 1
- Emails from Constituents

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## LIQUOR LICENSE QUESTIONNAIRE

TO THE APPLICANT:

On August 28, 1972, the Bloomington City Council enacted Ordinance No. 1972-57 revising standards for issuance of liquor licenses. The Ordinance, in addition to providing for an increase in the number of licenses, reflected a change in public attitude toward liquor licenses. Rather than lucrative privileges to be bought or sold, they are viewed as potential tools for community development, which can be an asset to the community. Consequently, licenses will be approved, not as a matter of right, but only where a need can be shown to exist and where the issuance of a license for a particular kind of establishment is supportive of and consistent with sound community planning. The following questions and the answers thereto can be of significant value in allowing the Liquor Commission to make an intelligent assessment of your application. Your cooperation in completing it as fully and in as much detail as possible is appreciated.

The questions in the Questionnaire apply equally to yourself and any partner, or any officer or director of a corporation. If more space is needed to answer any question completely, use additional paper.

### 1. LEGAL REQUIREMENTS:

- |     |  |            |
|-----|--|------------|
| (a) | Have you attained the age of 21 years?   | <u>Yes</u> |
| (b) | Have you been a resident of the City of Bloomington for one year?  | <u>Yes</u> |
| (c) | Are you a citizen of the United States?  | <u>Yes</u> |
| (d) | Are you a person of good character and reputation?   | <u>Yes</u> |
| (e) | Have you ever been convicted of a felony under the laws of the United States or any state?   | <u>No</u>  |
| (f) | Have you ever been convicted of being the keeper, or are you now the keeper of a house of prostitution?  | <u>No</u>  |
| (g) | Have you ever been convicted of pandering or any other crime opposed to decency and morality?  | <u>No</u>  |
| (h) | Have you ever had a Bloomington liquor license revoked for any cause?  | <u>No</u>  |
| (i) | (If applicant is a corporation). Is a holder of over 5% of corporate stock ineligible to hold a liquor license for any reason other than citizenship or residence? | <u>No</u>  |
| (j) | Is the Manager of the establishment ineligible to hold a liquor license for any reason other than citizenship or residence?  | <u>No</u>  |

- (k) Have you ever been convicted of a violation of any federal or state law concerning the manufacture, possession or sale of alcoholic liquor? No
- (l) Do you own or have a valid lease to the premises for which the license is sought? Yes
- (m) Are you eligible for a state retail liquor dealer's license? Yes
- (n) Is the establishment located within 100' of any church, school, hospital, home for aged or indigent persons or war veterans, their wives or children? No

2. NATURE OF LICENSE:

- (a) What class liquor licenses are you seeking? TBPS
- (b) What type of establishment do you intend to operate with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop). Brewery and Taproom
- (c) State the significance of a liquor license to your establishment, present or future. The Liquor License is vital to the success of our establishment, as we will be producing, distributing, and serving our own beer.
- (d) How will a liquor license of the kind requested benefit the City of Bloomington and its residents? Our business provides jobs, brings in revenue and taxes, and attracts both local and out of town patrons.
- (e) Upon what facts do you base your answers to the previous question? Market research, Brewer's Association statistics, and local publications.
- (f) Do you intend to furnish live entertainment in the establishment to be licensed? Yes
- (g) If you answer "YES" to the previous question, state the nature of such entertainment. It is plausible that we may have entertainment for special outdoors events. It is also plausible that we would have weekly entertainment indoors.
- (h) Will most of the establishment's gross revenue come from sources other than sale of alcohol? No

- (i) If you answered "YES" to the previous question, from what sources will such revenue be derived? N/A
- (j) Do you intend to obtain and use a dance license? No
- (k) If establishment is not in operation, attach a drawing showing:  
 (1) General design of establishment;  
 (2) Where alcohol is to be distributed and/or served.

**3. IMPACT OF ESTABLISHMENT:**

- (a) State the location of the establishment. 712 E Empire St Suite #2
- (b) What hours will the establishment be open? Su: 12-8PM, W-F 3-11PM, Sa 11AM-11PM
- (c) What type or types of building(s) adjoin the establishment? Metal barn to the Northeast and a detached multi-unit commercial building to the South.
- (d) If any adjoining buildings are office or commercial, approximately what hours are they open for business? 8AM-6PM
- (e) If adjoining buildings are predominately residential, are they single or multi-family and what other business establishments are in the area? Single family homes are located across an alley to the West.
- (f) Describe streets immediately adjoining the establishment (e.g. Approximate width, one or two-way, parking restrictions, etc.) Empire Street, one way to the West, no on street parking.
- (g) How much additional traffic do you expect the establishment with a liquor license to generate? Expected to be similar to most retail/commercial buildings of similar size.
- (h) Describe on and off street parking facilities to handle traffic anticipated. Ample private parking within the property owner's lot.
- (i) How many establishments with liquor licenses are located within the immediate area of your establishment? Zero
- (j) What do you estimate to be the demand for your establishment in the area in which it is or will be located? We expect moderate to high demand.



**LICENSE APPLICATION**  
**For the Sale of Alcoholic Beverages**

TO THE LOCAL LIQUOR CONTROL COMMISSIONER OF THE CITY OF BLOOMINGTON,  
McLEAN COUNTY, ILLINOIS:

1. Application is herein made a CLASS TBPS LICENSE to sell Malt Vinous Beverages, pursuant to Chapter 6 of the Bloomington City Code 1960.

2. The undersigned applicant is \_\_\_ an individual; \_\_\_ a partnership;  a corporation; (Check one)

A. If an individual: Name \_\_\_\_\_ Age \_\_\_\_\_  
Address \_\_\_\_\_

Legal resident of City of Bloomington for more than One (1) year? Yes \_\_\_ No \_\_\_

B. If a partnership: Following are the names of all partners who are entitled to share in any profit of the business:

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Legal resident of City of Bloomington for more than One (1) year? Yes \_\_\_ No \_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Legal resident of City of Bloomington for more than One (1) year? Yes \_\_\_ No \_\_\_

C. If a corporation, state whether same is organized for profit  or nonprofit \_\_\_\_, under laws of the State of Illinois

Date of incorporation 04/05/2017

Objects of incorporation according to Charter of corporation. (Attach additional information by separate sheet if necessary )

Following are the names and addresses of all officers and directors of the said corporation and if the majority of stock is owned by one person, his name and address:

Name: Jeffrey Mroz Title or position: Member/Manager  
Address: \_\_\_\_\_ City/State/Zip Bloomington, IL 61701

Name: Michael Hoff Title or position: Member/Manager  
Address: \_\_\_\_\_ City/State/Zip Bloomington, IL 61701

Name: Tyler Cox Title or position: Tie Breaking Member  
Address: \_\_\_\_\_ City/State/Zip Bloomington, IL 61701

Name: \_\_\_\_\_ Title or position: \_\_\_\_\_  
Address: \_\_\_\_\_ City/State/Zip \_\_\_\_\_

3. This application is for renewal of license now held \_\_\_\_\_ or an original application  (Check one)
4. Location and description of the premises or place of business to be operated under this license  
**712 E Empire St Suite #2**
- A. Trade Name **Keg Grove Brewing Company, LLC**
5. Is this location within 100 feet of any church, school, hospital, home of aged, or indigent persons, or for War Veterans, their wives, or children? Yes \_\_\_\_\_ No
6. Does the place of business have access to any other portion of the same building or structure which is used for dwelling or lodging purposes, and which is permitted to be used or kept accessible for use by the public? Yes \_\_\_\_\_ No
7. Is it proposed to sell food in this place of business? Yes \_\_\_\_\_ No
8. Is applicant or any partner, officer, director, or majority stockholder engaged in the business of manufacturing or bottling malt vinous beverages or is the agent or any such person or corporation, or is a jobber of malt or vinous beverages? Yes  No \_\_\_\_\_
9. Has applicant, or any partner, officer, director, or majority stockholder ever been convicted of a felony, or of the violation of any law relating to the prohibition of the sale of intoxicating liquors, or any other crime or misdemeanor, (other than minor traffic violations)? Yes \_\_\_\_\_ No  If yes, fully explain.
10. Has any other license issued to individual applicant, or to any partner, officer, director, or majority stockholder, issued for sale of alcoholic beverages, ever been revoked? Yes \_\_\_\_\_ No  If yes, give further details.
11. Has a similar application ever been refused for cause that has been made by any of the foregoing persons? Yes \_\_\_\_\_ No
12. Is the applicant herein, the owner of the premises for which this license is sought? Yes \_\_\_\_\_ No
13. If no, the name of the building owner: Name **Erik Prenzler**  
Address **712 E Empire St, Bloomington, IL 61701**  
Term of written lease, from (date) **August 1st 2017** to **July 31st 2022**  
(Copy of Lease attached)

14. Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code 1960 in connection with the proposed sale of alcoholic beverages?  
Yes \_\_\_\_\_ No

Applicants and each of them jointly and severally, including all partners, officers, directors, or majority stockholders, hereinafter named and whose signatures are affixed to this application, agree and acknowledge that they and each of them fully understand that any license issued hereunder may be revoked in accordance with the Ordinance of this City.

Dated this 25 day of August, 2017.

A. (Individual)

\_\_\_\_\_  
Individual's signature

B. (Partnership)

\_\_\_\_\_  
Business Name

(All Partners of applicant)

C. (Corporation) **Keg Grove Brewing Company, LLC**  
(Corporate Name)

\_\_\_\_\_  
(President of Corporation)  
**Jeffrey Mroz**



LICENSE APPLICATION  
FOR SUNDAY SALE OF ALCOHOLIC BEVERAGES

TO: The Liquor Control Commissioner of the City of Bloomington, McLean County, Illinois

NAME OF APPLICANT **Keg Grove Brewing Company, LLC**

Hereinafter referred to as the "Applicant" represents to the Bloomington Liquor Commission the following:

1. A CLASS **TBPS** LIQUOR LICENSE is currently held by or is being applied for by the Applicant and it authorizes or will authorize the liquor sales on Monday-Saturday.
2. The Applicant herein requests a CLASS S LICENSE to authorize the operation of the Applicant's liquor establishment on Sundays in the same manner as is or will be authorized by and during the valid period of the license referred to in Paragraph 1 hereof.
3. The Applicant and each and every partner, officer, director, majority stockholder or agent thereof, agree and acknowledge the following:
  - (a) Any license issued hereunder may be revoked in accordance with the Ordinances of the City of Bloomington;
  - (b) All persons who are employed by or who have an ownership interest in the Applicant will testify under oath to all competent, relevant, and material questions propounded to any of them in any hearing conducted by the local Liquor Commissioner;
  - (c) Failure of any person to testify according to the provisions of subsection (b) shall be sufficient reason for suspension or revocation of any license which may be issued pursuant to this Application; and
  - (d) The Applicant will furnish, upon request from the Liquor Commissioner, any books and/or records of its business operations which are relevant to the question of whether such Applicant qualifies or has qualified at any time for the basic license or for the license which may be issued pursuant to this Application.

Dated this 25 day of August, 20 17.

A. (Individual)

\_\_\_\_\_  
(Name)

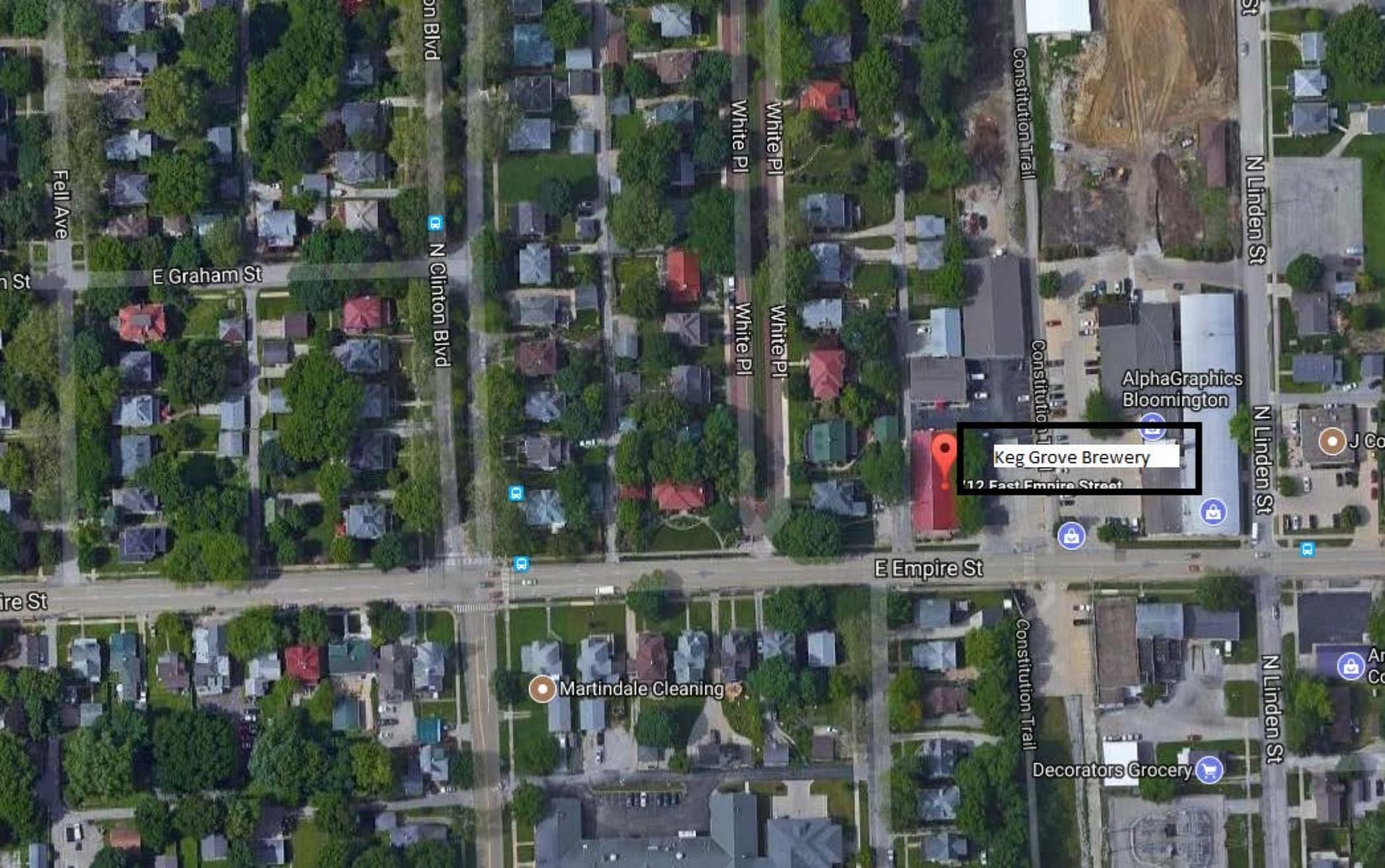
B. (Partnership)

\_\_\_\_\_  
(Business Name)

All partners of applicant:

\_\_\_\_\_





**Keg Grove Brewery**

12 East Empire Street

AlphaGraphics  
Bloomington

Martindale Cleaning

Decorators Grocery

Fell Ave

E Graham St

N Clinton Blvd

White Pl

White Pl

White Pl

White Pl

E Empire St

Constitution Trail

Constitution Trail

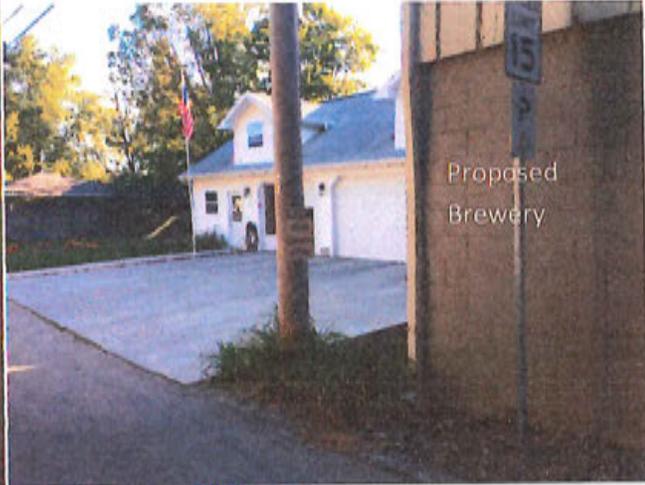
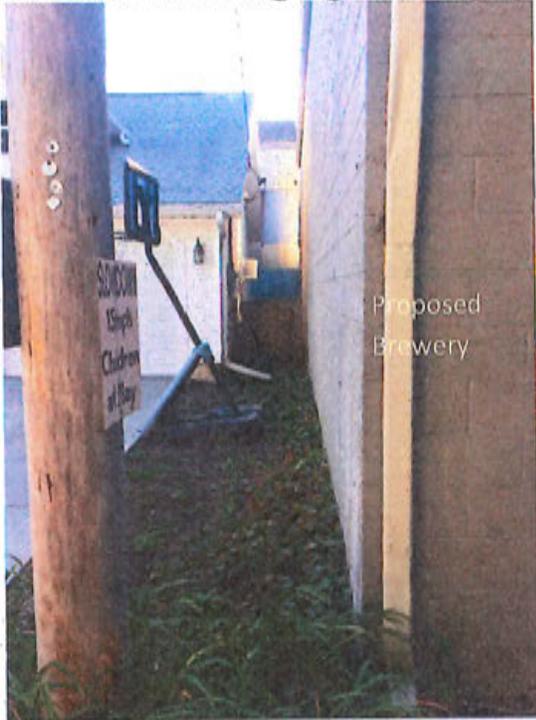
Constitution Trail

N Linden St

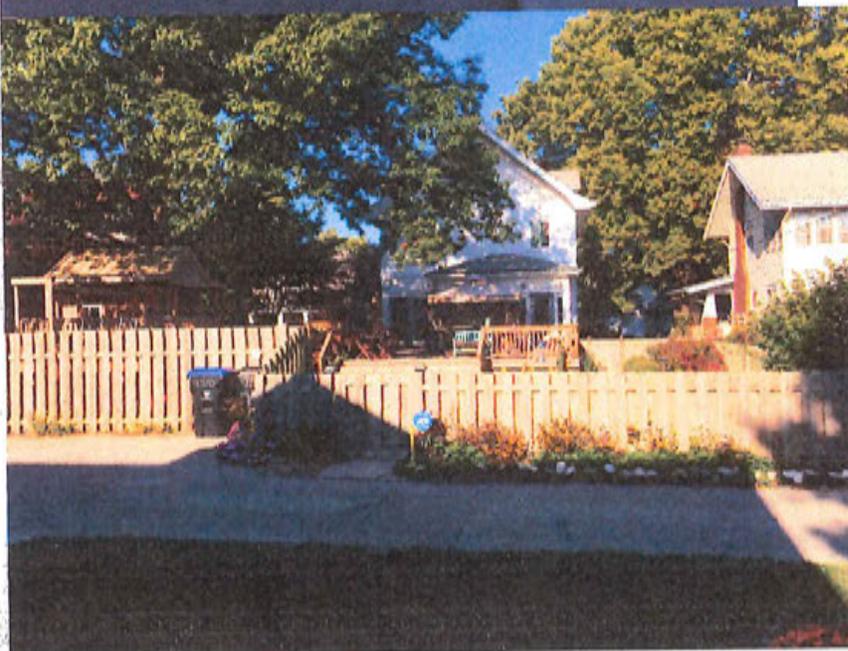
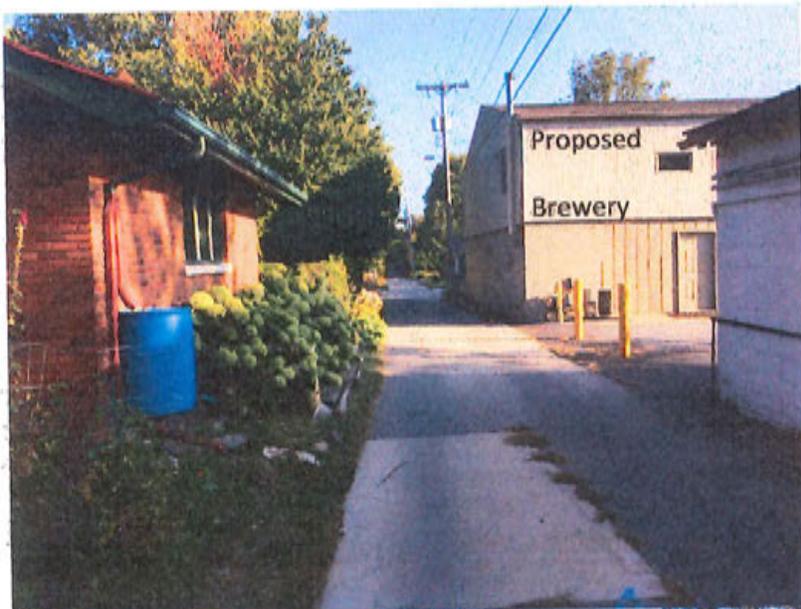
N Linden St

N Linden St

This is how close our garage is to the proposed brewery:

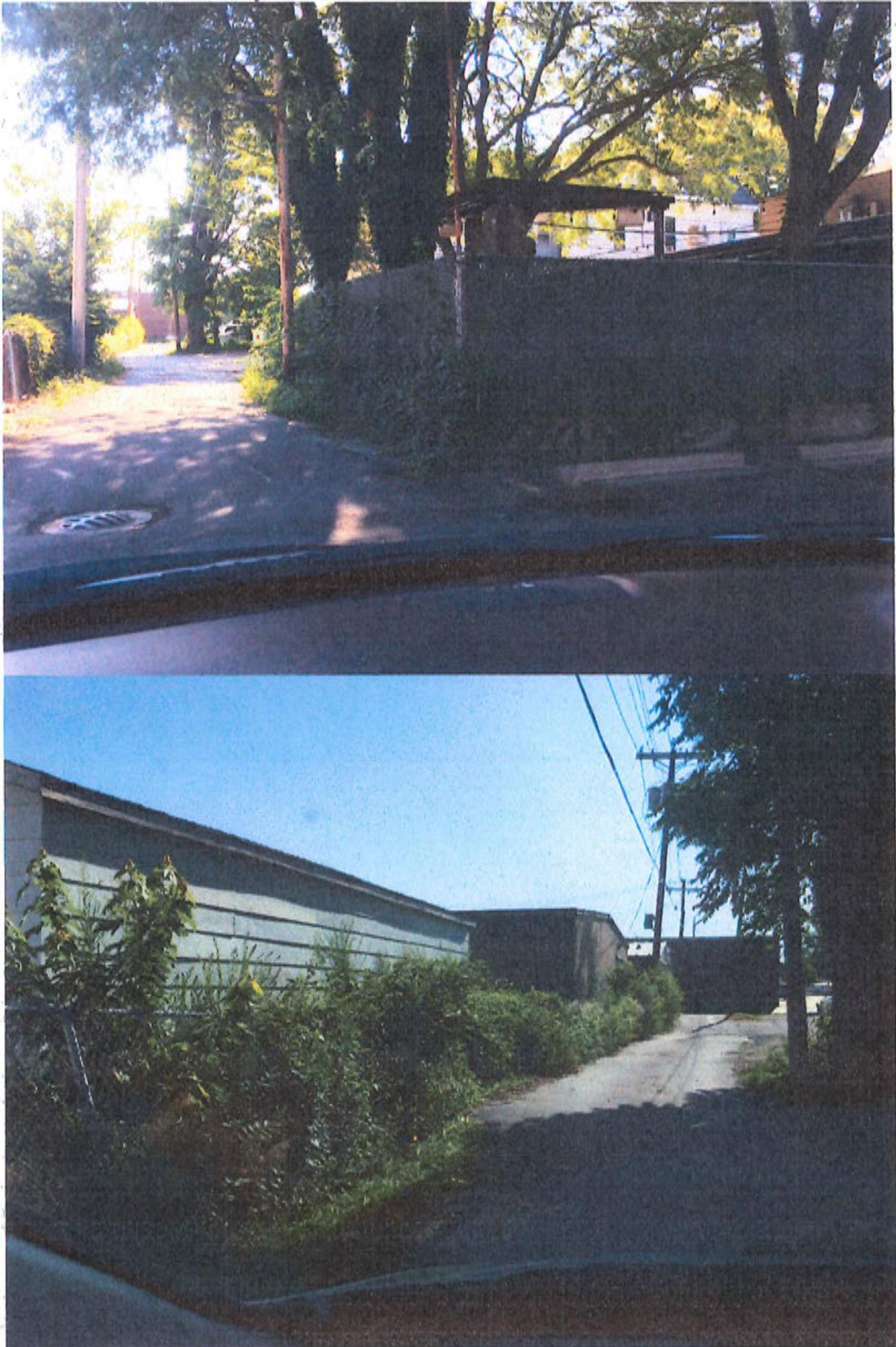


Our beautiful Alley:



Our backyard does not currently have a privacy fence all the way across. We did this on purpose, so we could see the garage from our back door.

This is what Schooner's alley looks like:





**LIQUOR COMMISSION MEETING**  
Tuesday, September 12, 2017; 4:00 PM

Questions/Concerns Submitted by Concerned Residents

Hi all,

I have copied and pasted below some of the comments I have received regarding the liquor license application by Keg Grove Brewery that is being considered tomorrow. I would appreciate it if they could be shared with the commissioners.

Thanks,  
Amelia

-----

Amelia, sending this note from both Joe and myself as we will be away on 9/12 . We are in support of Keg Grove brewery liquor license and believe that benefits to the neighborhood are many, including having community minded tenants in Constitution Place who will work with us if we have any concerns that have not been addressed already. The neighbors who are closest to the property have no opposition to the proposed brewery. Joe Strano & Janine Toth

-----

I am in favor of Keg Grove establishing a craft beer tasting room in the former BCF space, and despite my reservations and pragmatic take on things, I do sincerely hope they integrate into our neighborhood and become a home away from home for the beer drinkers in the historic district and users of the bike trail. John Danenberger

-----

Amelia

Thank you for arranging the meeting last night. Just wanted to put into writing that David and I support the location of Keg Grove in the vacated building where Illinois Cycle and fitness was located.

Catherine Gronemeier

-----

Alderman Buragas,

I just wanted to reach out in support of the Keg Grove proposal. I understand that some of my neighbors are concerned about the potential drawbacks of having a microbrewery in our neighborhood, but I am more focused on the positives and, as such, am very much in favor of the idea.

I think we need more cool small businesses like Keg Grove in Bloomington-Normal. This is the kind of project on which the American dream is built - and having a microbrewery 500 meters from my front door really sounds pretty awesome. I'm excited to see them open their doors, and I hope the regulatory process helps them do so in a timely, efficient manner.

Thanks for your consideration!

Michael C Gorman

-----

Amelia,

Thank you for contacting us. Unfortunately neither of us will be able to attend the meeting, but I would like to share my thoughts. In general, I support the opening of Keg Grove in the proposed location, though I have some concerns about the license for which they have applied. It is my understanding that the license for which Keg Grove is applying would permit the sale of "all types of liquor." This is counter to what was presented at the meeting they held a few weeks ago, and I do not support the potential sale of any alcohol except for the beer brewed by Keg Grove. I also understand that the license would allow the brewery to be open 7 days a week. While I would prefer the originally presented Wed-Sun, I understand that a more comprehensive license will be beneficial for the brewery. If the only alcohol permitted to be sold is beer (if beer and wine are included together, that's fine too), I am less concerned with the number of days the brewery is open. I am assuming that this license also prevents people from bringing their own alcohol onto the premises. I do not support a "bring your own alcohol" situation.

If you have any question/concerns or need anything further from me, please let me know!

Best,  
Abbie

-----

Dear Alderman Buragas,

I've been sharing with many of my that a microbrewery might be opening up in my neighborhood with several of my friends--as I said in our community meeting at the proposed location, I don't even drink and yet I'm so excited about the idea!

At the meeting, there was some opposition from some neighbors here in the White Place Historic District. I certainly don't mean to diminish any opposition, but frankly I can't think of a better business to move in to the location in question.

The way I see it, the complaints fell into a few different categories:

1. Traffic. This is the complaint I had the most difficulty understanding--any worthwhile business that moves into this location will bring with it an increase in traffic. To me, this is something to be desired. I live on Clinton Blvd, the busiest of the White Place streets, and I don't have any issues with traffic and can't imagine that it'll ever get bad enough that I do. If anything, the idea of a microbrewery is favorable to other ideas because of the likelihood that customers will cycle (using the adjacent Constitution Trail) to the location.

2. Noise. I can see noise being a legitimate concern with a bar, but I do think that microbreweries are different. The atmosphere at the microbreweries I've visited with friends is much more reminiscent to that of a family party--a gathering of people similar to what already occurs in the backyards of residents here regularly.

3. Safety. Again, I can see safety being a legitimate concern whenever alcohol is involved. Part of the reason I've chosen not to drink, myself, is to avoid potential danger. Again, though, microbreweries seem to attract patrons who are more mature with their alcohol consumption. As someone who doesn't drink, I feel far more comfortable--and safe--in a microbrewery than at a bar.

4. Smell. This might be a fair complaint, though I can't say I've ever noticed the smell at other microbreweries I've visited. The owners mentioned that the smell, if any, would be pleasantly sweet--their discussion of the topic was more than enough to ease my mind.

5. Trash. I think my neighbors concerned about trash had visions in their head, again, of bars rather than microbreweries. Fell Park (the park basically in the backyard of my residence) has its fair share of trash rudely left behind; given the stereotypical clientele of microbreweries I'd honestly be surprised if the trash situation at Keg Grove was as bad as the trash situation at Fell Park. I hate seeing trash left around, and will be the first to complain to Keg Grove owners if this regularly happens.

While I've focused on complaints, here, I can't emphasize enough how much good a microbrewery would bring to our neighborhood. It'd be a true asset to White Place, but also to Bloomington-Normal in general. Please let me know what else I can do to support Keg Grove!

Best,

Bobby Nash Castillo

-----  
RE: Keg Grove Brewery at Constitution Place (East White Place alley near Empire)

Dear Council,

We support a brew pub in central Bloomington but believe that the little slice of commercial real estate that falls on the WEST side of the trail at Constitution Place is inappropriately close to homes in the White Place Historic District. A wall of this pub would literally be inches from a

resident's garage and the residential alley. Talk of handling concerns with speed bumps, increased lighting, and fencing already indicates possible negative impact. The small pocket of commercial tenants currently on the west side of the trail at Constitution Place close at a reasonable hour and generate little traffic.

We can see where a boutique brew pub could stimulate local economy but believe we can all agree that it not come at the detriment of our residential areas. Constitution Place could be a good location for this but on the EAST side of the Constitution Trail and on Linden Street. That would provide a buffer for the neighborhood of not only the (3) commercial buildings west of the trail but the trail itself. Even Bloomington Cycle closed early and was not an undesirable tenant for close proximity to homes. Traffic flow in and out of the pub could be on Linden as well as Empire and disperse instead of only being forced westward into our residential neighborhoods because of the one way at Empire. Please also look at how much land separates homes to the north and south along the trail, through both Normal and Bloomington. We realize that real estate on the east side of the trail at Constitution Place may not be available but provide this as a more acceptable example of carefully placing a night time, alcohol serving establishment with an appropriate buffer from homes.

As we look at The Constitution Trail as a whole running through both communities, we should consider commercial development along it carefully as to not impact the homes that lie close to it. The Keg Grove Brewery has told residents they wish to operate until 11:00 p.m. We have been told that is negotiable but what hour is acceptable? Destihl closes at 9:30 p.m. during the week.

The Gill Street Sports Bar and Joe's Pub on GE are similar style establishments and both have large buffer zones from the nearest homes provided by streets and commercial real estate. We understand that even with the large buffer zone, there are frequent noise complaints about the Gill street establishment. Destihl is set a long way from any other homes or businesses. We also realize that zoning is very liberal but that should not deter the city working with landowners to develop our city responsibly. Thank you for considering the impact a pub with alcohol sales will have this close in proximity to homes.  
Daniel Holland

White Place Historic District resident  
-----

I am writing to you concerning the proposed brewery on Linden and Empire. We live at 7 White Place and we would share the back wall of the building that they are proposing to use!

First of all, not every business would have the same traffic as a brewery that is open only in the afternoons and evenings! A coffee shop, hair salon, cafe, or a store that has regular 9-5 hours, these businesses would have morning and afternoon traffic that wouldn't be as much and as loud as a brewery!

My concerns about a brewery behind my house:

Increased vehicle Traffic in alley and White Place- people use these roads now to avoid the stoplight, cut across to Emerson and to avoid main roads! My garage is located on the east side of alley and we cross this alley several times a day! Our grandchildren are here very often and use our driveway and alley to play! I have posted "Children at play" signs to no avail. People continue to drive fast through the alley! The thought of having more vehicle traffic in the alley scares me! We have recently talked about speed bumps that may help detour traffic and/or slow down traffic!

Increased Foot traffic- the alley behind our house is kind of an extension of our yard! Our backyard is across the alley! The trail is dark and scary after dark. More people will use the lighted alley to walk home, possibly under the influence. I have much experience dealing with irresponsible drunks and their decision making skills! Again my grandchildren are here often and I don't like the idea of strangers (drunk at times) walking down the alley. We have already had trouble with theft from our garages. Before we built our new garage we had evidence of homeless sleeping in the corner of our property! I'm not thrilled about extending our privacy fence that would block the view of our garage from our yard!

Don't get me wrong, I enjoy talking to people passing by in the alley, I just don't want it to be more than we already have.

Cost of beer and age of patron does not necessarily mean responsible people will be drinking at this pub! I know lots of rich alcoholics that can get drunk at any price and do some pretty stupid things! I use to hang with a few!

Smell of beer brewing and cigarette smoke- my sense of smell is very sensitive. I do not like beer, I do not like the smell of beer and anything fermenting smells nasty to me! Cigarettes are just plain gross! When my husband smokes, I give him hell with each cigarette smoked in the alley! I have also had several sinus surgeries that has left me with tasting everything I smell!

Noise- Our house has great ventilation and we sleep with windows open in the spring and fall, to save on electricity. We can hear and feel the beat of music from Empire street vehicles. When the bike shop would have parties, there were some late nights with noisy crowds! People leaving at 11 pm in a residential neighborhood is not acceptable.

Trash- more pedestrian traffic =more trash! Many mornings after parties at the bike shop we would pick up bottles and cans from the alley! They may not be selling alcohol "to go" yet, but don't want this to become an issue. Cigarette butts are also a problem with small children around.

Restrooms- what goes in, must come out! I hope there would be adequate restrooms for the clientele! I would hate for the alley to become a public restroom!

No food offered- Consumption of alcohol with no food offered is never a good idea! I like the idea of food trucks being offered, but this will not be a full time solution!

Decreased Property value - If I could pick up this house and move it to the country I would! This house has been in Bob's family for over 60 years! There was a railroad track with a garden in front, when they moved in. It was not commercial property. We did not choose the location! We bought it "as is" from his dad! We have put our heart and soul into this property! I like to think Ray Mueninghoff would be proud of the upkeep we have accomplished in the past 17 years! We believe if you own it, you take care of it! We have touched and redone every square inch of this house inside and out! With more to do each year! I would hate to think our hard work and investment would be lost in the decrease value of our property. I, for one, would not want to move this close to a pub.

On the other hand, if this makes Eric Prenzler finally take care of part of his property behind us that would be a benefit! Maybe all the critters, living in the warehouse, will go to the dumpsters on the other side instead of our garden!

There are many different businesses that could go into that building, that would not have the car and foot traffic (especially at night) that this business will produce!

Some of my concerns were addressed the other night, but I am not convinced that this is the best use of this building, so close to a residential neighborhood! This building and area needs to be zoned for day time use only!

Blessings,  
Kate Mueninghoff, 7 White Place, Bloomington  
309-287-8779

**From:** Cherry Lawson/Cityblm   
**To:** Renee Gooderham/Cityblm@Cityblm

---

**Date:** Tuesday, September 12, 2017 11:46AM  
**Subject:** Fw: Fwd: Email for Today

History:  This message has been forwarded.

---

Renee,

FYI

-----Forwarded by Cherry Lawson/Cityblm on 09/12/2017 11:46AM -----

To: Cherry Lawson <clawson@cityblm.org>  
From: Karen Schmidt <karen61701@gmail.com>  
Date: 09/12/2017 11:15AM  
Subject: Fwd: Email for Today

Not sure if Amelia sent this to you, can we add this to the emails for today?

----- Forwarded message -----

From: **Amelia Buragas** <[aburagas@cityblm.org](mailto:aburagas@cityblm.org)>  
Date: Tue, Sep 12, 2017 at 9:04 AM  
Subject: Email for Today  
To: Karen Schmidt <[karen61701@gmail.com](mailto:karen61701@gmail.com)>

Karen,

Here's another email for today's liquor commission meeting.

Thanks,  
Amelia

-----  
Hi Amelia,

I hope it's not too late for this.

Regarding the liquor license application and acquisition of the property at 712 E. Empire St. by Keg Grove Brewery:

As a resident of White Place in Bloomington, and one in close proximity to the property in question, I am generally comfortable with this company's plan to move into the space vacated by Bloomington Cycle and Fitness. I feel that their ambitions are honest and that they do not want to create anything other than a family-friendly space for our neighbors. However, I am not in support of approval of their liquor license unless the following criteria are included:

- only selling and distribution of beer made in house; no selling of beer brewed or brought in from other locations or any spirits of any kind
- the business will close/finish serving by 10pm at the latest
- no video gambling machines or gambling of any kind

I am not in favor of a license that includes the selling and distribution of liquor or beer made in facilities other than those owned by Keg Grove Brewery.

If possible, I would also like the city to consider turning the alley on the east side of White place to a one-way street with traffic flowing north to south to avoid traffic coming from the business's parking lot.

Thank you for your consideration.

Ryan Kerr

This message has been scanned for malware by Websense. [www.websense.com](http://www.websense.com)

--

Karen Schmidt  
409 E Grove St  
Bloomington IL 61701  
home: 309-829-6318  
mobile: 309-824-2257

Websense: Click [here](#) to report this email as spam.

**From:** Bryan Schultz <schultzbc@yahoo.com>  
**To:** "cityclerk@cityblm.org" <cityclerk@cityblm.org>, "mayor@cityblm.org" <mayor@cityblm.org>, "ward4@cityblm.org" <ward4@cityblm.org>, "ward6@cityblm.org" <ward6@cityblm.org>

---

**Date:** Tuesday, September 12, 2017 12:10PM  
**Subject:** Liquor Commission Meeting 9/12/2017

---

Members of the Liquor Commission and City Council Officials,

Thank you for taking the time to consider the application for the Keg Grove Brewing Company. Allowing local members of our own community to open a small business and provide a product and service they are passionate about is what the city of Bloomington should continue to stand for.

Not only will the Keg Grove Brewing Co. provide a great product for our local community, it serves the possibility of generating revenue from people traveling through our wonderful city. In a time of uncertain budget crisis, any source of income to our city is beneficial. Allowing such a small business into our community can benefit our resources better than aggressive sewer tax hikes or spending tax payer money on signs.

Thank you for taking your valuable time and please graciously consider approving the application for Keg Grove Brewing Company.

Bryan Schultz  
7 Tatiana Ct.  
Bloomington, IL 61704

Websense: Click [here](#) to report this email as spam.

If you do decide to pass this, I would like to request the following be put in the liquor license, requested of the City of Bloomington and/or in writing from the owners:

Closed at 9 pm.

Guarantee of **No** smells coming from the building into my garage or house.

No sales of packaged liquor/beer.

Only their beer sold on property.

No cooler placed in alley.

No beer garden.

No gambling machines.

No food trucks parked on North side of Empire.

Security cameras facing the alley and my property.

Increased police presence in neighborhood and/or security at brewery.

Fence in alley to prevent pedestrian traffic in alley!

Foot traffic directed to trail or Empire St.

Speed bumps added to alley in strategic locations, to slow down traffic.

No through traffic signs placed in alley and White Place entrance and signs around bar to direct people to Empire and Clinton.

Phone numbers to call owners when we are having issues in our back yard.

Thank you,

Bob and Kate Mueninghoff

7 White Place, Bloomington

309-287-8779



## MEMORANDUM

TO: Mayor and City Council

FROM: George D. Boyle, Assistant Corporation Counsel

RE: Application of Keg Grove Brewing Co., LLC; Distance from Compass Church

DATE: September 29, 2017

State law provides that no license shall be issued for the sale at retail of any alcoholic liquor within 100 feet of any church. The law further provides that “in the case of a church, the distance of 100 feet shall be measured to the nearest part of any building used for worship services or educational programs and not to property boundaries.” 235 ILCS 5/6-11. The Bloomington City Code (BCC) has a similar provision, prohibiting the sale of alcohol within 100 feet of a church, but not specifying how that distance is to be measured. BCC Ch. 6 Sec. 5.

At the September 12 Liquor Commission hearing on the application for the subject liquor license, there was some discussion as to whether the proposed establishment was within 100 feet of a church and therefore precluded from having a liquor license by State law and City ordinance. No particular church or location was specified at the hearing. Subsequently, staff were advised that Compass Church is located at 716 E. Empire. Staff were directed to look into whether creation of the subject license would violate the above stated provisions of State law and City ordinance.

The Compass Church location appears to be used exclusively for office purposes, rather than for worship. (See the printout from the Compass Church website, attached hereto.) Staff determined from checking our geographic information system that the distance between the parcel for 712 E. Empire (the proposed location of the subject liquor license) and the parcel at 716 E. Empire, where the church office is located, is approximately 87 feet. Measuring from the parcel of 712 E. Empire to the building at 716 E. Empire, the distance is approximately 143 feet.

Because the Compass Church facilities at 716 E. Empire are used for office purposes rather than for worship or educational services, State law does not apply as it only considers the distance between the licensed establishment and places in a church used for worship or education. The Bloomington ordinance does not specify how the distance of 100 feet is to be measured, nor whether the prohibition applies to the offices of a church. The word church is not defined in the Bloomington liquor ordinance. However, there is a definition in Chapter 44 of the Bloomington City Code, which defines “church” as “a building wherein persons regularly assemble for religious worship and which is maintained and controlled by a religious body organized to sustain public worship, together with all accessory buildings and uses customarily associated with such primary purpose.” BCC Ch. 44 Sec. 44.3-2. Given that the Compass Church location

at 716 E. Empire does not have regular worship services and that there is a distance of 143 feet from the property line of the proposed establishment to the nearest part of the building housing the church office, the Legal Department concludes that the City ordinance prohibiting a license for the sale of alcohol within 100 feet of a church does not prohibit the Council from creating the subject license.

GDB:js



If you have any questions about Compass Church or about how you can get better connected here, drop us a line. We'd love to hear from you!

### Services

Normal Community High School  
3900 E Raab Road  
Normal, IL 61761

### Office

716 East Empire Street  
Bloomington, IL 61701  
[contact@compassbn.com](mailto:contact@compassbn.com)





## CONSENT AGENDA ITEM NO. 7L

FOR COUNCIL: October 9, 2017

**SUBJECT:** Consideration of the application of Grand Cafe, LLC d/b/a Grand Cafe located at 2205 E. Oakland Ave., Ste. A1 and A2 requesting an RBS liquor license which would allow the sale of beer and wine only by the glass for consumption on the premises seven (7) days a week.

**RECOMMENDATION/MOTION:** That the application of Grand Cafe, LLC d/b/a Grand Cafe located at 2205 E. Oakland Ave., Ste. A1 and A2 requesting an RBS liquor license which would allow the sale of beer and wine only by the glass for consumption on the premises seven (7) days a week be approved.

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

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

**BACKGROUND:** Bloomington Liquor Commissioner Pro Tem Karen Schmidt called a public hearing on September 12, 2017 on the application submitted by Grand Cafe, LLC d/b/a Grand Cafe located at 2205 E. Oakland Ave., Ste. A1 and A2 requesting an RBS liquor license which would allow the sale of beer and wine only by the glass for consumption on the premises seven (7) days a week.

Present were: Commissioners Karen Schmidt, Lindsey Powell, Jack Bataoel; Staff present were: George Boyle, Asst. Corporation Counsel, Asst. Police Chief, Ken Bays, and Renee Gooderham, Chief Deputy Clerk.

Jaime Mapugay, owner/operator, addressed the Commission. He noted that this was the second location for the Grand Café. The business would have a full kitchen, the hours of operation were 11:00 A.M. to 9:00 P.M. Monday through Saturday and Sunday 11:00 A.M. to 8:00 P.M.

Commissioner Schmidt questioned BASSETT (Beverage Alcohol Sellers and Servers Education) training certifications. Mr. Mapugay stated that he was working on same.

Mr. Boyle stated that the Health Department had sent an email regarding concerns they initially had regarding where alcohol would be stored on the premises. A second email had been received indicating that those concerns have been resolved.

Commissioner Schmidt asked if there were any other persons wishing to speak in favor of the application or in opposition to it. No one came forward.

Motion by Commissioner Powell, seconded by Commissioner Bataoel to recommend at the October 9, 2017 City Council meeting approval of the application of Grand Cafe, LLC d/b/a Grand Cafe located at 2205 E. Oakland Ave., Ste. A1 and A2 requesting an RBS liquor license which would allow the sale of beer and wine only by the glass for consumption on the premises seven (7) days a week.

Commissioner Schmidt directed the Clerk to call the roll which resulted in the following:

Ayes: Commissioners Powell, Bataoel and Schmidt.

Nays: None.

Motion carried.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Public notice was published in the Pantagraph on September 1, 2017 in accordance with City Code. In accordance with City Code, approximately forty-four (44) courtesy copies of the Public Notice were mailed on September 5, 2017. In addition, the Agenda for the September 12, 2017 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:** This is a new liquor license. The current annual license fee is \$1,200. This is recorded under the Non-Departmental-Liquor License account (10010010-51010). Stakeholders can locate this in the FY 2018 Budget Book titled "Adopted General Fund Budget" on page 120.

**COMMUNITY DEVELOPMENT IMPACT:** None.

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** None.

Respectfully submitted for Council consideration.

Prepared by: Renee Gooderham, Chief Deputy Clerk

Reviewed by: Cherry L. Lawson, City Clerk

Financial & budgetary review by: Scott Rathbun, Budget Manager

Legal review by: George D. Boyle, Assistant Corporation Counsel

Recommended by:



David A. Hales

City Manager

**Attachments:**

- Creation of New License Ordinance
- Questionnaire and Application
- Aerial Map

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## LIQUOR LICENSE QUESTIONNAIRE

TO THE APPLICANT:

On August 28, 1972, the Bloomington City Council enacted Ordinance No. 1972-57 revising standards for issuance of liquor licenses. The Ordinance, in addition to providing for an increase in the number of licenses, reflected a change in public attitude toward liquor licenses. Rather than lucrative privileges to be bought or sold, they are viewed as potential tools for community development, which can be an asset to the community. Consequently, licenses will be approved, not as a matter of right, but only where a need can be shown to exist and where the issuance of a license for a particular kind of establishment is supportive of and consistent with sound community planning. The following questions and the answers thereto can be of significant value in allowing the Liquor Commission to make an intelligent assessment of your application. Your cooperation in completing it as fully and in as much detail as possible is appreciated.

The questions in the Questionnaire apply equally to yourself and any partner, or any officer or director of a corporation. If more space is needed to answer any question completely, use additional paper.

### 1. LEGAL REQUIREMENTS:

- |     |  |            |
|-----|--|------------|
| (a) | Have you attained the age of 21 years?   | <u>YES</u> |
| (b) | Have you been a resident of the City of Bloomington for one year?  | <u>YES</u> |
| (c) | Are you a citizen of the United States?  | <u>YES</u> |
| (d) | Are you a person of good character and reputation?   | <u>YES</u> |
| (e) | Have you ever been convicted of a felony under the laws of the United States or any state?   | <u>NO</u>  |
| (f) | Have you ever been convicted of being the keeper, or are you now the keeper of a house of prostitution?  | <u>NO</u>  |
| (g) | Have you ever been convicted of pandering or any other crime opposed to decency and morality?  | <u>NO</u>  |
| (h) | Have you ever had a Bloomington liquor license revoked for any cause?  | <u>NO</u>  |
| (i) | (If applicant is a corporation). Is a holder of over 5% of corporate stock ineligible to hold a liquor license for any reason other than citizenship or residence? | <u>NO</u>  |
| (j) | Is the Manager of the establishment ineligible to hold a liquor license for any reason other than citizenship or residence?  | <u>NO</u>  |

- (k) Have you ever been convicted of a violation of any federal or state law concerning the manufacture, possession or sale of alcoholic liquor? NO
- (l) Do you own or have a valid lease to the premises for which the license is sought? YES
- (m) Are you eligible for a state retail liquor dealer's license? YES
- (n) Is the establishment located within 100' of any church, school, hospital, home for aged or indigent persons or war veterans, their wives or children? NO

2. NATURE OF LICENSE:

- (a) What class liquor licenses are you seeking? ~~RA~~ RBS
- (b) What type of establishment do you intend to operate with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop). RESTAURANT
- (c) State the significance of a liquor license to your establishment, present or future. The Grand Cafe has been in business for 96 yrs, we served good Chinese & American food our customer is clamoring for some alcoholic drink to compliment their dining experience
- (d) How will a liquor license of the kind requested benefit the City of Bloomington and its residents? additional jobs will be created liquor tax will be generated, the residents will have a social place to gather and enjoy some alcoholic beverages
- (e) Upon what facts do you base your answers to the previous question? base on trying to loyal customers of the restaurant
- (f) Do you intend to furnish live entertainment in the establishment to be licensed? NO
- (g) If you answer "YES" to the previous question, state the nature of such entertainment. N/A
- (h) Will most of the establishment's gross revenue come from sources other than sale of alcohol? YES

- (i) If you answered "YES" to the previous question, from what sources will such revenue be derived? FOOD
- (j) Do you intend to obtain and use a dance license? NO
- (k) If establishment is not in operation, attach a drawing showing:  
 (1) General design of establishment;  
 (2) Where alcohol is to be distributed and/or served.

3. IMPACT OF ESTABLISHMENT:

- (a) State the location of the establishment. 2205 E. Oxford Ave Suite A1 1/2  
BLOOMINGTON, IL 61701
- (b) What hours will the establishment be open? 11:00 AM TIL 9 PM FRIDAY 11:00  
SATURDAY 4:00
- (c) What type or types of building(s) adjoin the establishment? PIZZA PLACE  
& OFFICES  
& RESTAURANT
- (d) If any adjoining buildings are office or commercial, approximately what hours are they open for business? 8 AM TIL 5 PM
- (e) If adjoining buildings are predominately residential, are they single or multi-family and what other business establishments are in the area? SINGLE FAMILY, PIZZA PLACE AND RESTAURANTS
- (f) Describe streets immediately adjoining the establishment (e.g. Approximate width, one or two-way, parking restrictions, etc.)  
PLENTY OF PARKING AS IT IS A STRIP MALL
- (g) How much additional traffic do you expect the establishment with a liquor license to generate? NOT MUCH AS MOST CLIENTELE IS  
ALREADY REGULAR GORER IN THE RESTAURANT
- (h) Describe on and off street parking facilities to handle traffic anticipated.  
THE GRAND COFFEE HAS ITS OWN PARKING LOT
- (i) How many establishments with liquor licenses are located within the immediate area of your establishment? 7 to 10
- (j) What do you estimate to be the demand for your establishment in the area in which it is or will be located? THE GRAND COFFEE BEING IN  
BUSINESS FOR 96 YRS. HAS 2 REGULAR CLIENTELE  
WHICH WE ANTICIPATE 2 SLOW INCREASE IF  
WE OPEN THE BAR THAT IT HAS FOR MANY YEARS  
BUT IS NOT OPERATIONAL YET

(k) Upon what facts do you base your answer to the previous question? base on the previous owner and my own study of the business

4. RESPONSIBILITY:

(a) If establishment is presently in operation, attach a financial statement of the establishment's last fiscal year.

(b) If establishment is not presently in operation, attach a statement showing your assets and liabilities (or if a corporation, the assets and liabilities of the corporation).

(c) Do you now or have you ever had a Bloomington liquor licenses?

YES  
~~NO~~

(d) If you answer to the previous question is "YES", how many times have you been found guilty by the Bloomington Liquor Commission of violating Bloomington's liquor ordinance?

NONE

DATED this 25<sup>th</sup> day of August, 2017.

SIGNED:

(Name) \_\_\_\_\_

(Address) \_\_\_\_\_

(City) Bloomington (State) IL

(Name) \_\_\_\_\_

(Address) \_\_\_\_\_

(City) BLOOMINGTON (State) IL

(Name) \_\_\_\_\_

(Address) \_\_\_\_\_

(City) \_\_\_\_\_ (State) \_\_\_\_\_

LICENSE APPLICATION  
FOR SUNDAY SALE OF ALCOHOLIC BEVERAGES

TO: The Liquor Control Commissioner of the City of Bloomington, McLean County, Illinois

NAME OF APPLICANT Trine Nguyen & Adrian D'Amico / Grand Cafe LLC  
Hereinafter referred to as the "Applicant" represents to the Bloomington Liquor Commission the following:

1. A CLASS RBS LIQUOR LICENSE is currently held by or is being applied for by the Applicant and it authorizes or will authorize the liquor sales on Monday-Saturday.
2. The Applicant herein requests a CLASS S LICENSE to authorize the operation of the Applicant's liquor establishment on Sundays in the same manner as is or will be authorized by and during the valid period of the license referred to in Paragraph 1 hereof.
3. The Applicant and each and every partner, officer, director, majority stockholder or agent thereof, agree and acknowledge the following:
  - (a) Any license issued hereunder may be revoked in accordance with the Ordinances of the City of Bloomington;
  - (b) All persons who are employed by or who have an ownership interest in the Applicant will testify under oath to all competent, relevant, and material questions propounded to any of them in any hearing conducted by the local Liquor Commissioner;
  - (c) Failure of any person to testify according to the provisions of subsection (b) above shall be sufficient reason for suspension or revocation of any license which may be issued pursuant to this Application; and
  - (d) The Applicant will furnish, upon request from the Liquor Commissioner, any books and/or records of its business operations which are relevant to the question of whether such Applicant qualifies or has qualified at any time for the basic license or for the license which may be issued pursuant to this Application.

Dated this 29<sup>th</sup> day of August, 2017.

A. (Individual)

\_\_\_\_\_  
(Name)

B. (Partnership)

Grand Cafe LLC  
\_\_\_\_\_  
(Business Name)

All partners of applicant:

\_\_\_\_\_ 0



**LICENSE APPLICATION**  
**For the Sale of Alcoholic Beverages**

TO THE LOCAL LIQUOR CONTROL COMMISSIONER OF THE CITY OF BLOOMINGTON,  
McLEAN COUNTY, ILLINOIS:

1. Application is herein made a CLASS RBS LICENSE to sell Malt Vinous Beverages, pursuant to Chapter 6 of the Bloomington City Code 1960.

2. The undersigned applicant is \_\_\_ an individual; X a partnership; \_\_\_ a corporation; (Check one)

A. If an individual: Name \_\_\_\_\_ Age \_\_\_\_\_  
Address \_\_\_\_\_

Legal resident of City of Bloomington for more than One (1) year? Yes  No \_\_\_

B. If a partnership: Following are the names of all partners who are entitled to share in any profit of the business:

Name: Jaime A. Mizugay Address: 3506 Connie Kzy Wzy  
Legal resident of City of Bloomington for more than One (1) year? Yes \_\_\_ No \_\_\_ Bloomington, IL 61701

Name: Adrian Daluz Address: 3010 Sable Oaks Bloomington  
Legal resident of City of Bloomington for more than One (1) year? Yes \_\_\_ No \_\_\_ IL 61701

C. If a corporation, state whether same is organized for profit \_\_\_ or nonprofit \_\_\_, under laws of the State of \_\_\_\_\_

Date of incorporation \_\_\_\_\_

Objects of incorporation according to Charter of corporation. (Attach additional information by separate sheet if necessary )

Following are the names and addresses of all officers and directors of the said corporation and if the majority of stock is owned by one person, his name and address:

Name: Jaime A. Mizugay Title or position: Owner  
Address: \_\_\_\_\_ City/State/Zip Bloomington, IL 61701

Name: Kelley D. Mizugay Title or position: Owner  
Address: \_\_\_\_\_ City/State/Zip Bloomington, IL 61701

Name: Adrian Daluz Title or position: Owner  
Address: \_\_\_\_\_ City/State/Zip Bloomington, IL 61701

Name: \_\_\_\_\_ Title or position: \_\_\_\_\_  
Address: \_\_\_\_\_ City/State/Zip \_\_\_\_\_

3. This application is for renewal of license now held \_\_\_\_\_ or an original application \_\_\_\_\_ (Check one)

4. Location and description of the premises or place of business to be operated under this license

2205 E. Oakland Ave Suite A1 & A2 Bloomington, IL 61701

A. Trade Name Grand Cafe

5. Is this location within 100 feet of any church, school, hospital, home of aged, or indigent persons, or for War Veterans, their wives, or children? Yes \_\_\_\_\_ No X

6. Does the place of business have access to any other portion of the same building or structure which is used for dwelling or lodging purposes, and which is permitted to be used or kept accessible for use by the public? Yes \_\_\_\_\_ No X

7. Is it proposed to sell food in this place of business? Yes X No \_\_\_\_\_

8. Is applicant or any partner, officer, director, or majority stockholder engaged in the business of manufacturing or bottling malt vinous beverages or is the agent or any such person or corporation, or is a jobber of malt or vinous beverages? Yes \_\_\_\_\_ No X

9. Has applicant, or any partner, officer, director, or majority stockholder ever been convicted of a felony, or of the violation of any law relating to the prohibition of the sale of intoxicating liquors, or any other crime or misdemeanor, (other than minor traffic violations)? Yes \_\_\_\_\_ No X If yes, fully explain.

10. Has any other license issued to individual applicant, or to any partner, officer, director, or majority stockholder, issued for sale of alcoholic beverages, ever been revoked? Yes \_\_\_\_\_ No X If yes, give further details.

11. Has a similar application ever been refused for cause that has been made by any of the foregoing persons? Yes \_\_\_\_\_ No X

12. Is the applicant herein, the owner of the premises for which this license is sought? Yes \_\_\_\_\_ No X

13. If no, the name of the building owner: Name SUSO 4 Oakland LB  
Address State Retail Holding P.O. Box 74773 Cleveland, OH 44119  
Term of written lease, from (date) July 1st 2017 to July 1st 2022  
(Copy of Lease attached)

14. Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code 1960 in connection with the proposed sale of alcoholic beverages? Yes \_\_\_\_\_ No X

Applicants and each of them jointly and severally, including all partners, officers, directors, or majority stockholders, hereinafter named and whose signatures are affixed to this application, agree and acknowledge that they and each of them fully understand that any license issued hereunder may be revoked in accordance with the Ordinance of this City.

Dated this 29th day of August 2017.

A. (Individual)

\_\_\_\_\_  
(Individual's signature)

B. (Partnership)

Grand Cafe LLC  
Business Name

(All Partners of applicant)

\_\_\_\_\_  
Paul Dady  
\_\_\_\_\_  
Paul Dady

C. (Corporation) \_\_\_\_\_

(Corporate Name)

\_\_\_\_\_  
(President of Corporation)

Attest: \_\_\_\_\_  
(Secretary)

And the following officers, directors, or majority stockholder:

\_\_\_\_\_  
\_\_\_\_\_

STATE OF ILLINOIS. )  
) SS  
COUNTY OF McLEAN )

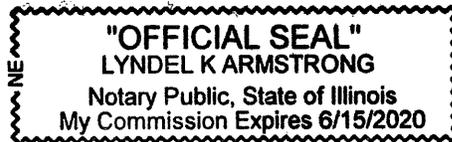
James A. Mzuga Kelly Mzuga  
Adrian Daluz

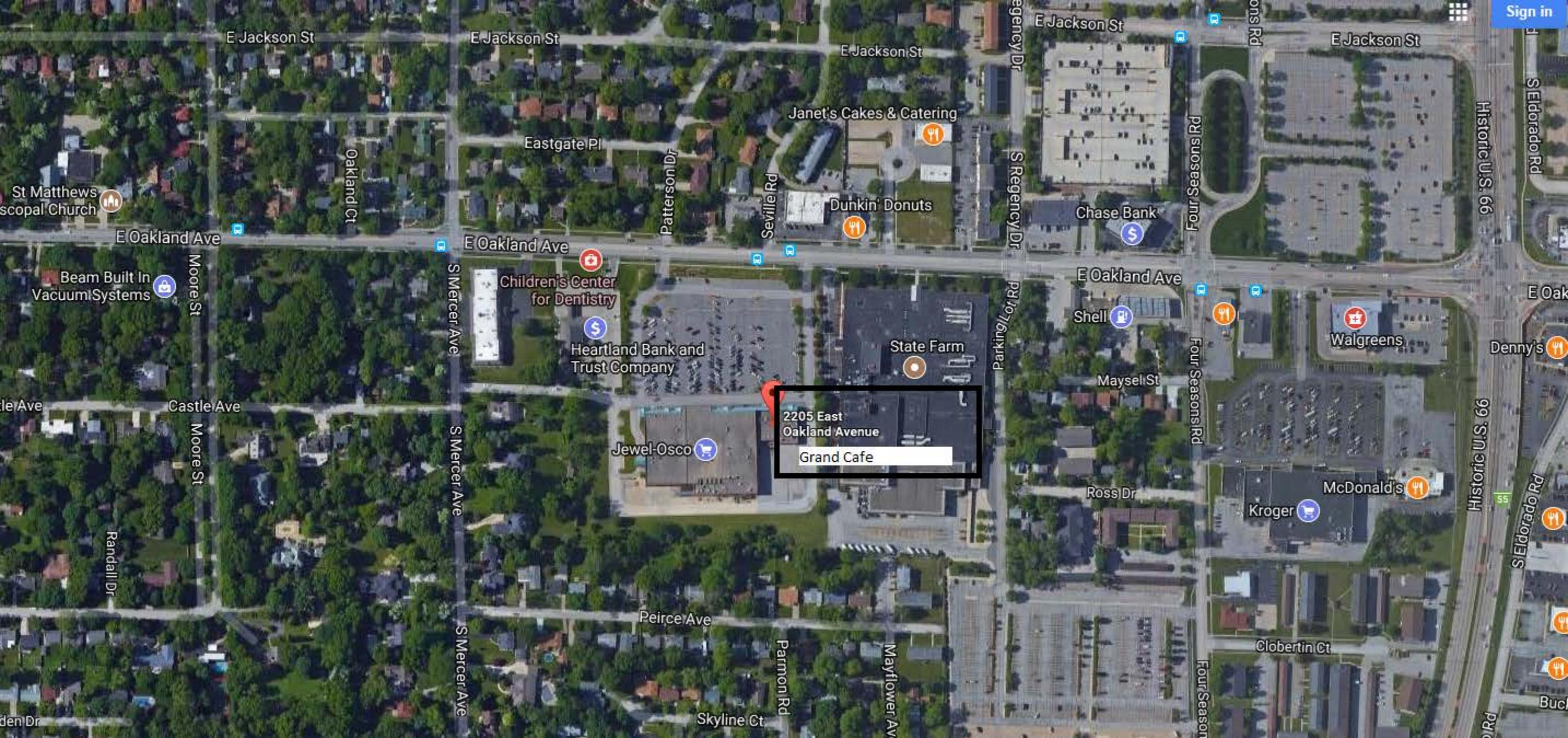
being first duly sworn on their respective oaths say that they comprise all of the owners, partners, officers, directors, or majority stockholders of the above named applicant in accordance with definitions of the Bloomington City Code; that they and each of them have read and signed the foregoing application for license, know the contents thereof, and that all the statements made therein are true.

Subscribed and Sworn to before me this 29th day of August, 2017.

My commission expires on 6/15, 2020.

(Notary Public)





2205 East  
Oakland Avenue  
Grand Cafe

E Jackson St

St Matthews  
scopal Church

Janet's Cakes & Catering

Dunkin' Donuts

Chase Bank

E Oakland Ave

E Oakland Ave

Children's Center  
for Dentistry

Heartland Bank and  
Trust Company

State Farm

E Oakland Ave

Shell

Walgreens

Denny's

le Ave

Castle Ave

2205 East  
Oakland Avenue

Grand Cafe

Jewel-Osco

Maysel St

McDonald's

Kroger

99 S. U.S. 66

Randall Dr

Moore St

S Mercer Ave

S Mercer Ave

Peirce Ave

Parmon Rd

Mayflower Av

Ross Dr

Clobertin Ct

S Eldorado Rd

Buck

# REGULAR AGENDA



## REGULAR AGENDA ITEM NO. 8A

FOR COUNCIL: October 9, 2017

**SUBJECT:** Consideration of adopting an Ordinance approving the Annexation and Rezoning to R-1C, Single Family Residential District for the Sixth Addition to the Grove at Kickapoo Creek, approximately 12.084 acres.

**RECOMMENDATION/MOTION:** That an Ordinance approving the Annexation and Rezoning to R-1C, Single Family Residential District for the Sixth Addition to the Grove at Kickapoo Creek, approximately 12.084 acres be adopted and the Mayor and City Clerk be authorized to execute the necessary documents.

**STRATEGIC PLAN LINK:** 4. Strong Neighborhoods

**STRATEGIC PLAN SIGNIFICANCE:** e. Strong partnerships with residents and neighborhood associations

**BACKGROUND:** The City Council of the City of Bloomington entered into an annexation agreement for approximately 450 acres southeast of the City of Bloomington for the Grove at Kickapoo Creek Residential Development on September 27, 2005. Said annexation agreement expires in 2025. As per the agreement, the City must adopt an ordinance annexing a certain tract of the 450-acre development within 30 days of receiving an annexation plat and supporting documents requesting annexation of said land to the City.

On September 18, 2017, the City Clerk received a petition and annexation plat submitted by Eastlake LLC requesting the annexation of "The Grove Sixth Addition", approximately 12.084 acres. The property is intended to be developed with single-family homes; the petitioner is requesting the property be zoned R-1C, Single Family Residential District upon annexation. On December 12, 2011 (ORD# 2011-59) City Council approved an amended preliminary plan and rezoning plan for the development. The proposed zoning is in accordance with the most recent approved zoning concept. Staff has not received a final plat for the tract of land at this time; however, as per the concept plan attached to the annexation agreement, the development of the land would involve the construction of public improvements and multiple residential lots.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:**

The City of Bloomington Planning Commission, after giving proper notice, held a public hearing on the annexation agreement and associated rezoning on March 23, 2005. The hearing continued for various months until the Commission provided a positive recommendation on September 14, 2005. City Council approved the agreement on September 27, 2005. On November 9, 2011, the Planning Commission, after giving proper notice, held a public hearing for an amendment to the previously approved zoning and preliminary plan. City Council approved the rezoning on

December 12, 2011. In agreement with state and local annexation requirements, the petitioner is responsible for notifying, via certified mail, any fire protection district, Township Highway Commissioner and Board of Trustees from which the petitioner intends to disconnect, and petitioner has asserted it has done so and is providing the required evidence. Furthermore, as per local requirements and the annexation agreement, the petitioner is responsible for notifying and annexing into the Bloomington Normal Water Reclamation District and the Central Illinois Regional Airport Authority within 90 days of annexation into the City of Bloomington.

**FINANCIAL IMPACT:** The financial impacts to the City associated with this annexation are minimal. However, development of the 12.084 acres will necessitate the construction of new infrastructure, a portion of which the City could be responsible for financing, under the existing agreement. At the time of final plat, the City Council will need to decide if the city will support oversizing the public infrastructure. A table with estimated costs to the City for the oversizing, if required by the City, of public infrastructure is attached to this memo. As per Chapter 8.5, Section 205 of the City Code, the City would collect an annexation fee of \$718.75<sup>1</sup> per residential lot developed in the 12.085-acre tract. The City collects the fee when the Building Safety Division issues building permits. Annexation fees are included in the FY 2018 Budget under Annexation Fees (10010010 – 54620). Stakeholders can locate this in the FY 2018 Budget Book titled “Adopted General Fund Budget” on page 121.

**COMMUNITY DEVELOPMENT IMPACT:** [Link to Comprehensive Plan/Downtown Plan Goals:](#) The Comprehensive Plan emphasizes infill development. Chapter three of the Plan explains the fiscal impacts the Grove Subdivision has had on the city. In summary, the City made \$11 million dollars of investments in infrastructure but as of 2013, recovered only \$500,000 or 4.5% of this investment.

While the City is obligated to follow the annexation agreement and annex the subject property, the Comprehensive Plan cautions against investing in new infrastructure before capitalizing on existing and previous investments. The subject property is a Tier 2 Development Priority.

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY**

**CONSTRUCTION:** Future operational costs as well as costs associated with new infrastructure will be determined when the lots are final platted.

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by: Tom Dabareiner, Director of Community Development.

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Scott Rathbun, Sr. Budget Manager

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<sup>1</sup> As per Chapter 8.5, Section 205 an annexation fee of \$540.51 adjusted for the current CPI will be applied to each residential lot in the annexed tract of land.

Legal review by:

George D. Boyle, Assistant Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read "David A. Hales". The signature is fluid and cursive, with a large initial "D" and "H".

David A. Hales  
City Manager

**Attachments:**

- Draft Ordinance
- Annexation Plat
- Annexation Agreement
- Annexation and Rezoning Petition and Supporting Documents
- Zoning and Aerial Map
- Table of Estimated Oversized Infrastructure Costs

**Ordinance No. 2017-\_\_\_\_\_**

**AN ORDINANCE ANNEXING AND REZONING TO R-1C, SINGLE FAMILY RESIDENTIAL DISTRICT, 12.084 ACRES FOR THE SIXTH ADDITION TO THE GROVE ON KICKAPOO CREEK**

WHEREAS, there has heretofore been entered into a certain Annexation Agreement between the City of Bloomington and Eastlake LLC dated September 27, 2005, which Agreement is attached hereto and made a part hereof by this reference as Exhibit A; and

WHEREAS, the Planning Commission of the City of Bloomington, after proper notices were given, conducted a Public Hearing, on November 9, 2011, on the proposed zoning for the property described in the aforementioned agreement; and

WHEREAS, on December 12, 2011, the City Council approved an amended preliminary plan providing for the zoning of the property referenced in the attached Exhibit B as R-1C; and

WHEREAS, on September 18, 2017, the City Clerk received a petition submitted by Eastlake LLC requesting the annexation and rezoning to R-1C of 12.084 acres, described in Exhibit B, contiguous to the corporate limits of the City of Bloomington and not within the confines of any other municipality of the State of Illinois, and

WHEREAS, the Owner of said property has given all notices required to be given by 65 ILCS 5/7-1-1; and

WHEREAS, the City Council of said City is authorized to adopt this Ordinance and to annex and rezone said Premises described in Exhibit B.

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

1. That the City Council of the City of Bloomington, Illinois, determines that the territory described in the attached Exhibit(s) B is not within the confines of any municipality of the State of Illinois, but is contiguous to the City of Bloomington.
2. That the property described in Exhibit B is by this Ordinance hereby annexed to and does by said Ordinance become part of the incorporated City of Bloomington, McLean County, Illinois and that the boundary of said City is hereby changed to include the property hereinabove described.
3. That the premises described in Exhibit(s) B be hereby zoned as follows under Chapter 44 of the Bloomington City Code, to-wit: R-1C, Single Family Residential.
4. The official Zoning Map of the City of Bloomington shall be amended to reflect this change in zoning classification.
5. That this Ordinance shall be in full force from the date of its passage and approval.

PASSED this \_\_\_ day of \_\_\_\_\_, 2017.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF BLOOMINGTON:

\_\_\_\_\_  
Tari Renner, Mayor

ATTEST:

\_\_\_\_\_  
Cherry Lawson, City Clerk

Exhibit A--Annexation Agreement dated September 27, 2005



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## ANNEXATION AGREEMENT

PURSUANT to legislative authorization found in Article .11 Division 15.1 of the Illinois Municipal Code of 1961, and as an exercise of the Home Rule powers of the City of Bloomington, and for and in consideration of the mutual promises contained herein and other good and valuable consideration, the undersigned CITY OF BLOOMINGTON, ILLINOIS, a Municipal Corporation, hereinafter referred to as "City" and DENEEN BROTHERS FARMS, L.L.C. (hereinafter Deneen), RICHARD A. SEARLSr JR., THOMAS J. SEARLS, RICHARD A. SEARLS III, STEPHEN J. SEARLS, AND JOHN D. SEARLS (hereinafter Searls), and EASTLAKE, L.L.C. (hereinafter Eastlake, Owner, or Developer). The Deneen property is described on Exhibit A, the Searls property on Exhibit B and the Eastlake property on Exhibit c. The parties AGREE AS FOLLOWS:

I. ANNEXATION PETITION. Eastlake, Deneen and Searls, subject to the terms and conditions set forth in this annexation agreement, have petitioned the City of Bloomington, requesting annexation of tracts of land described in Exhibits "A", "B" and "C" (hereinafter referred to as "the tract"), to the corporate limits of the City of Bloomington, Illinois. The City has heretofore published and given such notices and conducted such public hearings as may be required to annex the tract, including specifically a public hearing on this annexation agreement conducted after notice as required by law and ordinance on the 11th day of April, 2005, continued to the 26th day of September, 2005.

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// . ANNEXATION. The City agrees to adopt an ordinance annexing the tract, in whole or in part, to the City of Bloomington within 30 days from the date of submission of an annexation plat depicting the area to be annexed and all required supporting documentation.

III. ZONING, SKETCH PLAN APPROVAL, SUBDIVISION AND DEVELOPMENT.

A. Zoning - Within 30 days of any annexation of all or any portion of the tract, the City agrees to rezone the tract to the zoning classifications set forth on Exhibit D. The public hearing required for such rezonings having been held before the Planning Commission of the City of Bloomington on the 23rd day of March, 2005, continued to the 14th day of September, 2005, after notice required by law and ordinance.

E. Sketch Plan Approval - The City hereby approves a Sketch Plan for the property, a copy of which Sketch Plan is attached hereto and made a part hereof as Exhibit .11En.

C. Subdivision Plan Approval - Within 60 days from the submission of one or more Preliminary Subdivision Plans and Final Subdivision Plats in the form and with the content required by the City's Land Subdivision Code as it now exists, and after any public hearings required by law and ordinance, the City agrees to approve Preliminary Subdivision Plans and after the preparation by the Owner and approval by the City of required construction drawings and the

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complet:Lon of or bonding for all public improvements , the City agrees to approve Final Subdivision Plats , pr9vided such plans and plats are in substantial accordance with. the approved Sketch Plan and approved Preliminary Plans. Any Preliminary Subdivision Plan may include less than all the acreage in the tract, provided it contains at least 40 acres.

IV. PUBLIC IMPROVEMENTS. With regard to the approval of the preliminary plan and final subdivision plat, the installation of public improvements within and serving the tract, and the use and development of the tract during the term of this Agreement, the following agreements and conditions shall apply .inplace of those that might otherwise apply during subdivision or development of the site :

A. Streets & Sidewalks

1. Adjacent Roads [Ireland Grave Road, County Highway 28 and 2100 East) Right-of-Way.

a) Deneen shall .dedicate right-of-way for Ireland Grove Road as required by the maintaining authority of the road, but not more than 50 feet in width . Right-of-way Pats arid dedication documents shall be prepared by Developer.

b) Searls shall dedicate right-of-way for Ireland Grove Road as required by tne maintaining authority of the road, but not more than SO feet in width. Right-of-way plats and dediction documents shall be prepared by Developer.

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c) Eastlake shall dedicate right-of-way for Ireland Grove Road as required by the maintaining authority of the road, but not more than 50 feet in width and the West 1/2 of 2100 East as required by the City of Bloomington, but not more than 50 feet in width. Right-of-way plats and conveyance documents shall be prepared by Developer.

d) City agrees to take jurisdiction over and maintenance responsibility for Ireland Grove Road adjacent to the tract if an inter-governmental agreement between the County and the City defining same is approved by the City, County and State.

e) Developer shall reimburse Old Town Township Road District the local share of recent improvements to a bridge on T. R. 2100 East in an amount not to exceed \$50,000.00 within 30 days from the effective date of this Agreement.

2. Improvement - At the election of the City, and in lieu of any other adjacent street improvement obligation, Developer shall either:

a) Improve Ireland Grove Road from Towanda Barnes east 9,300 lineal feet by providing a 4-1/2" asphalt overlay to a width of 22 feet, at a cost not to exceed the total cost of the alternative listed below.

in the alternative

b) Eastlake shall provide at final platting of adjacent property, a substandard adjacent roadway guarantee as per City

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code. The amount of the guarantee shall be based on \$125.00 per front foot. The bond and guarantee shall be for the frontage of the Eastlake development on Ireland Grove Road {except the Park and Greenwy frontage) and on Road 2100 E.

Nothing *in* this agreement shall be construed as relieving Searls or Deneen from their responsibility to meet the code requirements for adjacent substandard street (s) at such *time* as they subdivide adjacent property.

3, Interior streets -

a) All interior streets shall be built by Owner to City subdivision code standards. Any oversizing or increased structural strength required by the City over and above what is required to serve this subdivision shall be installed by Eastlake and shall be paid for by the City within 30 days from billing by Eastlake. The Arterial Street at 2000 E shall not allow access from lots fronting thereon and shall have a 45 mph design speed.

b) The Owners may elect to construct one or more entrance gates for residential streets under the following conditions:

1. The street (including gate, pavement, curb, gutter & sidewalk) and storm sewer (including inlets and manholes) on the street thereby affected shall be considered a private street.

2. A viable homeowners association or other

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responsible agency shall be transferred the maintenance responsibility (including snow removal) for said private street.

3. The City shall be granted access to said private street for maintenance of other utilities such as water and sanitary sewer.

4. Provisions shall be made to grant unimpeded access to said private street for all emergency vehicles and services (such as attachment of a Knox Box).

5. The City agrees to continue garbage collection on said private street(s) only to the extent there is unimpeded access for the City's collection vehicles and provisions of a hold harmless agreement.

6. The Homeowners Association shall supply the City with a hold harmless agreement.

c) Owner may construct a boulevard street from Ireland Grove Road north on the easterly side of the proposed residential development. The City shall reimburse one-half the cost of said boulevard street, where it is not adjacent to residential development, to Eastlake within 30 days of billing.

*No mention of construction - v - etc*

d) Owner shall include a grade separated pedestrian crossing under said street described in Paragraph IV A 3 c to

facilitate pedestrian traffic, one-half the cost of which

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shall be reimbursed to Eastlake by the City, within 30 days from billing.

e) The City may allow Developers to construct berms in outlots and signage in stree medians. Any signage and .berms constructed shall be per code and maintained by the homeowners association, which shall indemnify the City and hold the City. harmless.

5. Traffic Impact Analysis Owner shall prepare and submit a traffic impact analysis for the development: The analysis shall predict the traffic impacts on the interior streets, Ireland Grove Road and 210.0 E. The Owner shall prepare an Intersection. Design Study for the intersection of the Arterial Street entrance at 2000 E with Ireland Grove Road. If traffic signals are warranted at this location because of traffic generated by the Eastlake development, the Owner shall pay the cost of the signalization, with installat ion to be made when traf fic from the development warrants the installation.

B. Water

1. To the Site: The Developer shall design and construct a water main of a size determined by the City to serve the tract if developed as depicted on the Sketch Plan along Ireland Grove Road from Toward Barnes Road to the West line of the Eastlake property by. Eastlake shall have na

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requirement to pay a tap on fee to connect to this water main. City shall reimburse Developer the entire cost of this water main within 30 days from billing by East-lake.

2. Adjacent to the Site: Eastlake shall construct water mains on the adjacent roads South and East of their ,development of a size to be determined by the City. Whee said water mains are adjacent to property to be developed by Eastlake for residential purposes, Developer shall *pay* for that portion of the cost of a water main of a size sufficient to serve the development. The City shall pay the cost of oversiz ing the main beyond what is required to serve the development. Where the water main is adjacent to park land or other land not being. developed for residential purposes by Eastlake, the Ci ty shall re imburse the ent ire cost of that portion of the main . The City shall make payment within 30 days from billing by Eastlake.

entire cost

3. Within the ?ite: Eastlake shall construct water mains within their development to comply with City standard?, lf the City request any internal .water mains to be larger in diameter than is required to serve the develpment, the City shall pay the reasonable cost f or .oversizing after installation and within 30 days from billing by Eatlake.

C\* Sanitary Sewer -

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1. The City shall design and construct a sanitary sewer pump station and necessary sanitary sewer force mains and sewers of a sufficient size to serve the Development as depicted on the Sketch Plan by L\J...,\') 1, 200-i or such later date as Eastlake may accept.

2. Eastlake shall pay a tap on fee to the City to connect to the City's sanitary sewer pump station, force main and sewer proportional to the capacity of said pump station, force main and sewer used for Owner's development, divided by the total capacity of said pump station, force main and sewers on a flow rather than acreage basis. Tap on fees shall be paid at the time of final platting of subdivision additions.

3. East lake shall not be required to pay a sanitary sewer tap on fee for land used for park, pump station, Greenway purposes or land not proposed for development by Eastlake.

4. Eastlake shall dedicate reasonable and sufficient land to the City for the construction of a sanitary sewer pump station, if a location study identifies Eastlake property as a preferred location.

5. Eastlake shall construct interceptor sanitary sewers within their development to comply with City standards. It any internal sanitary sewers are to accept flow from future

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upstream areas, the City's share shall be determined based on the areas served/ with Eastlake responsible only for its developed area (exclusive of park., Greenway, and pump station site) and the City reimbursing Eastlake for the costs attributable to all other areas, with payment to be made within 30 days from billing by Eastlake.

6. If a sanitary sewer and pump station is not in place ready to use 1?Y , T/J 1 , 2 0 0J, the City shall permit; a temporary "sewer on wheels" at developer's expense until such time as the pump station and force main are accepted.

D. Storm Water Drainage - .Detention - owner agrees to build a detention basin and weir to provide storm water detention at the location depicted on the Sketch Plan of a size and caacity sufficient to serve the property.

1. Owner shall design, obtain necessary permits for and construct a weir and storm water detention basin.

2. The City shall assist in obtaining necessary permits, including signing permit applications as owner of completed weir and storm water detention basin.

3. The City shall accept ownership of and maintain completed weir and storm water detention basin.

4. If this development provides storm water storage i excess of that required by Code for the tract, the City shall participate in the costs of constructing the proposed weir and

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stormwater detention basin. Cost sharing would be based upon the proportionate share of additional volume provided as compared to the total volume and shall include lapd costs at fair market value. Design and construction shall be by Eastlake. The City's share shall be paid within 30 days from billing by Eastlake.

5. City agrees to use its best efforts to obtain easements and permits allowing appurtenant backup on pstream properties, if necessary.

6. Eastlake shall incorporate into the design of the proposed weir and storm water detention basin sediment entrapment devices and wet land area to improve the water quality in the Kickapoo Creek and to reduce future maintenance costs. These enhancements' to the detention basin and Greenway shall be considered a reasonable part of the detention basin/Greenway construction costs to be shared with the City if storm water storage capacity in excess of City code requirements is provided.

E. Park Land Dedication -

1. Owner shall dedicate park land to the City as shown on the Sketch Plan, which shall include a 20+ acre park and 10+ acre public access way around the detention basin/Greenway.

2. Owner shall prepare the park and public access way

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for seeding and seed the land with a seed mixture approved by the City. Owner shall provide erosion protection plantings for the stream restoration area. In the event grant funds are available for seeding, planting and/or preparation work, the City shall apply for those funds and if received, use them for this purpose.

3. If the amount of land dedicated is less than that required by Code, Developer shall pay and City shall accept a fee in lieu. If the amount of land dedicated exceeds that required by Code, Developer shall be allowed a credit against other fees due, based on a land value of \$30,000 per acre.

a) Developer will dedicate a minimum of 300 foot wide greenway for the east branch of Kickapoo Creek and a minimum 250 foot wide greenway for the west branch north to the east west collector. The development shall be designed to maintain the 100 year flood within this greenway.

4. Eastlake shall "rough grade", within the public access way, for a future pedestrian/bike trail around the proposed greenway in consultation with the City in general conformance with the location shown on the sketch plan. The City shall construct the proposed pedestrian/bike trail at least 10 feet in width. The City shall pay the entire cost of designing and

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constructing this trail.

V. MODEL HOMES -

A. The City shall allow the construction of up to ten model single family homes and/or zero lot line homes on the premises for presentation and sale purposes, provided water, sewer and a gravel base road surface are installed before construction commences. The location of the model homes may change from time to time and place to place as the Owner desires. Notwithstanding the foregoing, no conveyance of title shall take place of any model home or multiple family structure until a final subdivision plat is of record for the lot on which said model home is located. No certificate of occupancy shall be issued for any model home or multiple family structure until an approved street is in place to provide access to the lot on which said model home is located.

VI. BONDING -

The owner may fulfill the bonding requirements of Chapter 24, Section 3.16 of the City's Code as it pertains to sureties for uncompleted public improvements for any tract of land by posting a \$250,000.00 revolving commercial surety bond from an insurance company reasonably acceptable by the City or a revolving letter of credit on a local financial institution, or a revolving cash escrow. The Owner shall provide a substandard roadway surety in addition to the revolving surety for uncompleted public improvements.

VII. OTHER ANNETIONS The Owner, not later than thirty

{30} days after the date of annexation of a portion of the Tract, shall file the necessary petitions to annex the area annexed to the Central Illinois Regional (Bloomington-Normal) Airport Authority and Bloomington and Normal Water Reclamation District.

IX. APPLICABLE LAW -- Except as provided in the agreement, the owner shall in the use and development of the property comply with all then applicable zoning, building and mechanical codes of the City. Except as otherwise provided in this Agreement, the development of the tract during the life of this Agreement shall comply with the subdivision code regulations in effect on the date of this Agreement, not those adopted after the date of this Agreement.

X. DEFAULT - Prior to the declaration of any default or the initiation of any action to enforce, terminate or seek damages for alleged violation or non-compliance of this agreement, the party asserting the breach, default or non-compliance shall give written notice to the other party specifying the nature of the alleged breach default or non-compliance and provide a reasonable period of time (not less than 30 days) to cure.

XI, DURATION This Agreement is declared to be enforceable by the parties for a period of twenty (20) years from the date of

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execution. Said Agreement is further binding upon the present Owners, their heirs, successors or assigns and upon the City of Bloomington's designated corporate authorities and successors in office.

DATED at Bloomington, Illinois, this 14<sup>th</sup> day of August, 2005.

CITY OF BLOOMINGTON, ILLINOIS,  
A MUNICIPAL CORPORATION

BY:

ATTEST:

BY :C::J)lw1

DENEEN BROTHERS FARMS, L.L.C.

BY: Paul Deneen

Richard A. Searls Jr.  
Richard A. Searls Jr.

Thomas J. Searls  
Thomas J. Searls

Richard A. Searls III  
Richard A. Searls III

Stephen J. Searls  
Stephen J. Searls

John D. Searls  
John D. Searls

EASTLAKE, L.L.C.

BY: \_\_\_\_\_



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Deneen tract

part of Northwest Quarter of Section 17, Township 23 North Range 3 East of Third Principal Meridian, McLean County, Illinois, described as follows: Beginning at Northwest Corner of said Northwest Quarter. From South Point of Beginning, thence south 300.04 feet along West Line of said Northwest Quarter; thence east 1292.14 feet along a line 300.00 feet normally distant south of and parallel with North Line of said Northwest Quarter, and which line forms an angle to the right of 90°-54'-21" with the last described course; thence south 965.08 feet along a line parallel with said West Line which forms an angle to the right of 26°-05'-39" with the last described course; thence east along a line to a point on East Line of said Northwest Quarter lying 948.50 feet south of Northeast Corner thereof; thence north 948.5 feet along said East Line to Northeast Corner thereof; thence west along North Line of said Northwest Quarter to Point of Beginning, excepting therefrom, the tract of land described and conveyed in Deed Book 720 - page 11, recorded September 11, 1961 as Document No. 13704 in the McLean County Recorder's Office.

r, '

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B

Searl Tract

North 300 feet of Northeast Quarter of Section 17 and South 948.53 Feet of North 1,248.53 Feet of West 300 Feet of Northeast Quarter of Section 17, Township 23 North, Range 3 East of Third Principal Meridian McLean County, Illinois .

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FARNSWORTH GROL/P

4 MILES FRANK

2002/002

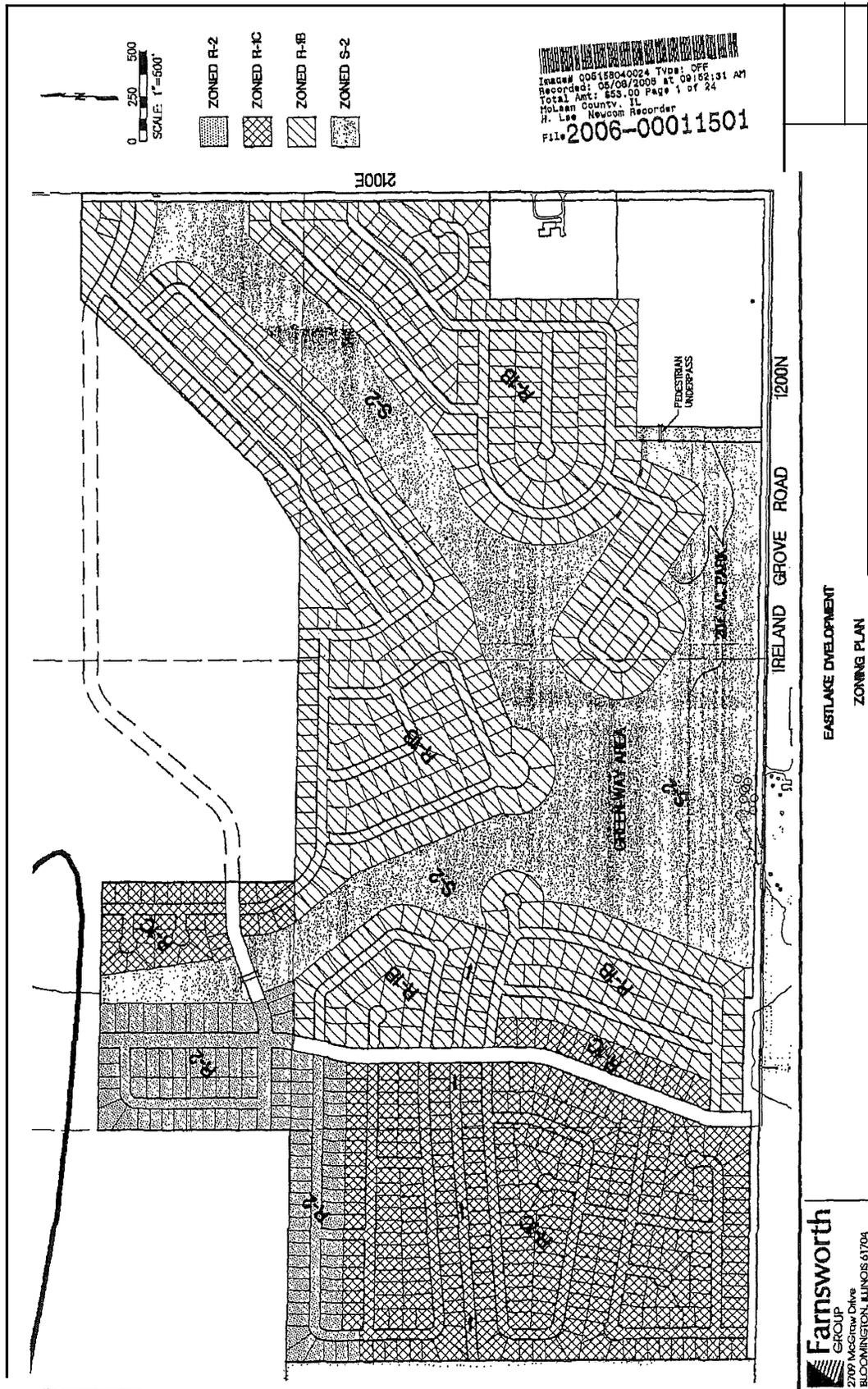
Sittner, Mecherle, Benjamin & Udesill Tracts

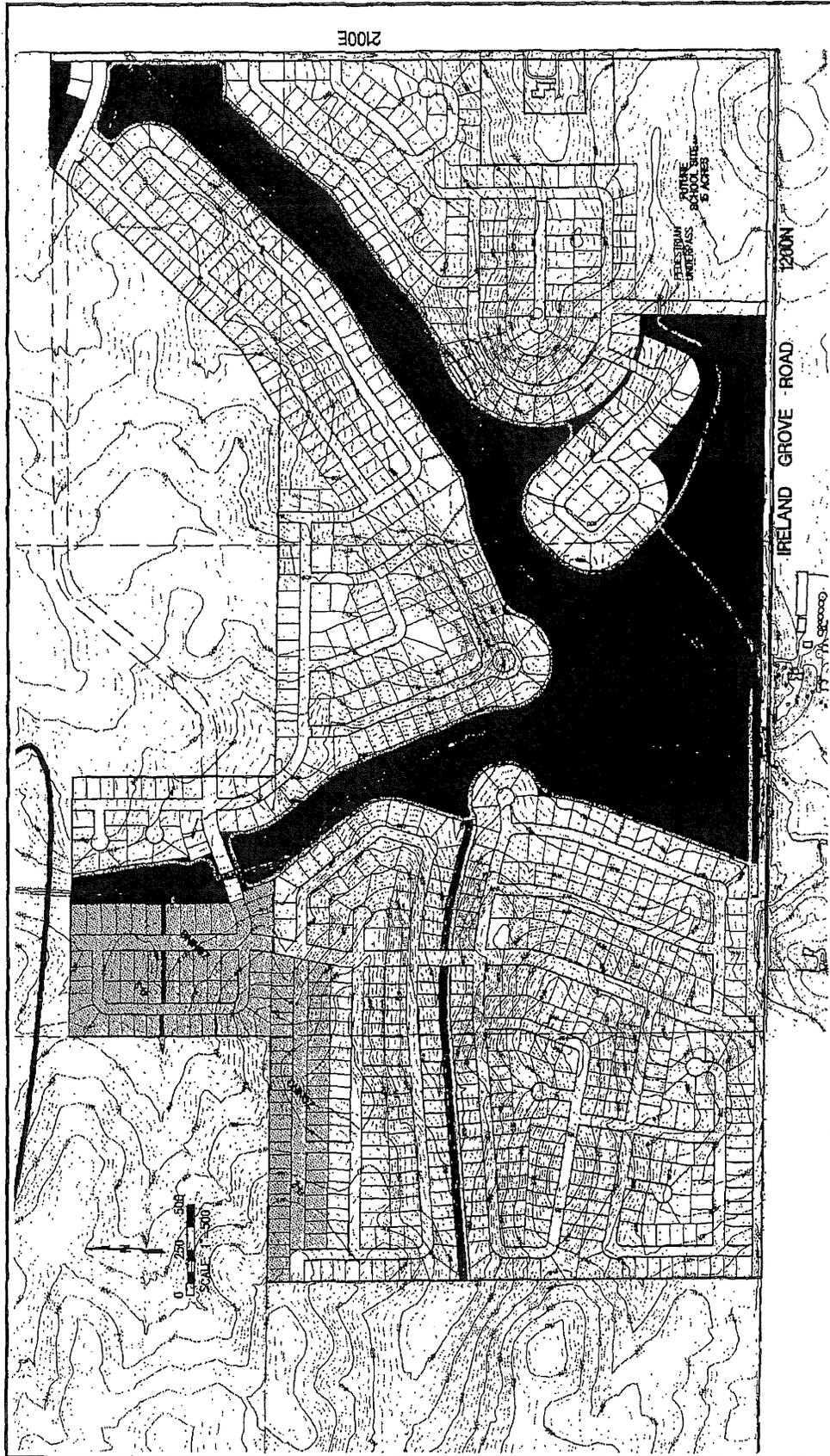
... 100 Feet of West 11.06 Feet of Northwest Quarter; of Section 9;  
 ... a tract of land being approximately 35 acres in South Half of Northeast  
 ... Quarter of Section 9, said tract of land being trapezoidal in shape, ... 1  
 ... approximately 600 feet in length on the North side; approximately 1,800 feet  
 ... in length on the south side and the East Line of said tract being the East  
 Line of South Half of said Northeast Quarter also, South Half of Section B  
 except 10 acres around and including Parcel No. 22-09-400-002; and also,  
 East Half of Southeast Quarter of Section 8, all being in Township 23 North,  
 Range 3 East of Third Principal Meridian, McLean County, Illinois..

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Project No. RLW  
 Book No. 10/5/05  
 Drawn by: Approved:  
 Date: 1

EASTLAKE DEVELOPMENT  
 BLOOMINGTON, ILLINOIS

PLAT 2006-00011501  
 RECORD: 05/04/2006 Vol. 066  
 Total Amt: \$55.00 Page 1 of 24  
 McLean County, IL  
 H. H. BENDER

**Farnsworth**  
 GROUP  
 2709 McShaw Drive  
 BLOOMINGTON, ILLINOIS 61704  
 (309) 866-6437 / (309) 866-1571 Fax

Plot Plan: ---dr--noise contours | gis contours | terrain | landscape development | 10/23/05--contours development--site\eg\eastlake development--site\eg\eastlake development--2.dwg | DATE: 10/2/2005 | TIME: 12:38:00 am

E htb *F*  
2006-11501

Deneen Road Dedication fo Annexat ion Agreement

All that part of the following described property lying within a strip of land 50 feet in width located south of and adjacent to the North Line of the Northwest Quarter of Section 17; Township 23 North, Range 3 East of the Third Principal Meridian except therefrom, any portion of said 50-foot strip which has previously been dedicated. Said Property is described as:

A part of the Northwest Quarter of Section 17, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Northwest Corner of said Northwest Quarter. From said Point of Beginning, thence south 300.04 feet along the West Line of said Northwest Quarter; thence east 1292.14 feet along a line 300.00 feet normally distant south of and parallel with the North Line of said Northwest Quarter, and which line forms an angle to the right of 90°-54'-21" with the last described course; thence south 965.08 feet along a line parallel with said West Line which forms an angle to the right of 269°-05'-39" with the last described course; thence east along a line to a point on the East Line of said Northwest Quarter lying 948.50 feet south of the Northeast Corner thereof; thence north 948.5 feet along said East line to the Northeast Corner thereof; thence west along the North Line of said Northwest Quarter to the Point of Beginning, excepting therefrom, the tract of land described and conveyed in Deed Book 720, page 11, recorded September 11, 1961 as Document No. 13704 in the McLean County Recorder's Office.

Exhibit 2006-14501

Searls Road Dedication for Annexation Agreement

The North 50 Feet of the Northeast Quarter of Section 17, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois .



Exhibit B--Annexation Plat and Legal Description





Handwritten initials: M, G, B.

Handwritten mark: a

**CITY CLERK'S OFFICE**  
**CITY OF BLOOMINGTON** *Return to:*  
**P.O. BOX 3157**  
**BLOOMINGTON, IL 61702-3157**  
 STATE OF ILLINOIS )  
 COUNTY OF MC LEAN )SS.  
 CITY OF BLOOMINGTON )

Image# 005158040023 Type: OFF  
 Recorded: 05/08/2006 at 09:52:31 AM  
 Total Amt: \$53.00 Page 1 of 23  
 McLean County, IL  
 H. Lee Newcom Recorder  
 File **2006-00011501**

I, Tracey Covert the duly appointed, qualified and City Clerk of the City of Bloomington, Illinois and in said capacity the keeper of the records of the meetings of the City Council do hereby certify that the foregoing is a true and complete copy of the Annexation Agreement providing for the Annexation of Certain Territory as Hereinafter described to the City of Bloomington, McLean County, Illinois, commonly located east of Towanda Barnes, north of Ireland Grove Rd., and south of East Oakland Ave.; consisting of approximately 450 acres, from A, Agricultural District to R - 1, High Density Single Family Residence District, R - 1B, Medium Density Single Family Residence District, R - 2, Mixed Residence District, and S - 2, Public Lands and Institutions District; for land a/k/a The Grove at Kickapoo Creek passed by the affirmative vote of over 2/3 of all the members provided by law to be elected to the City Council in said City at a Regular Meeting thereof, held on the 27th day of September, 2005, the vote on the passage of said Agreement being taken by ayes and nays and entered upon the journal of the proceedings of said Council. I further certify that the said Agreement is in full force and effect.

Witness my hand and the seal of the said City this 3rd day of May, 2006.

*Tracey Covert*  
 Tracey Covert, City Clerk

2006-11501

## ANNEXATION AGREEMENT

PURSUANT to legislative authorization found in Article 11 Division 15.1 of the Illinois Municipal Code of 1961, and as an exercise of the Home Rule powers of the City of Bloomington, and for and in consideration of the mutual promises contained herein and other good and valuable consideration, the undersigned CITY OF BLOOMINGTON, ILLINOIS, a Municipal Corporation, hereinafter referred to as "City" and DENEEN BROTHERS FARMS, L.L.C. (hereinafter Deneen), RICHARD A. SEARLS, JR., THOMAS J. SEARLS, RICHARD A. SEARLS III, STEPHEN J. SEARLS, AND JOHN D. SEARLS (hereinafter Searls), and EASTLAKE, L.L.C. (hereinafter Eastlake, Owner, or Developer). The Deneen property is described on Exhibit A, the Searls property on Exhibit B, and the Eastlake property on Exhibit C. The parties AGREE AS FOLLOWS:

I. ANNEXATION PETITION. Eastlake, Deneen and Searls, subject to the terms and conditions set forth in this annexation agreement, have petitioned the City of Bloomington, requesting annexation of tracts of land described in Exhibits "A", "B" and "C" (hereinafter referred to as "the tract") to the corporate limits of the City of Bloomington, Illinois. The City has heretofore published and given such notices and conducted such public hearings as may be required to annex the tract, including specifically a public hearing on this annexation agreement conducted after notice as required by law and ordinance on the 11th day of April, 2005, continued to the 26th day of September, 2005.

2006-11501

II. ANNEXATION. The City agrees to adopt an ordinance annexing the tract, in whole or in part, to the City of Bloomington within 30 days from the date of submission of an annexation plat depicting the area to be annexed and all required supporting documentation.

III. ZONING, SKETCH PLAN APPROVAL, SUBDIVISION AND DEVELOPMENT.

A. Zoning - Within 30 days of any annexation of all or any portion of the tract, the City agrees to rezone the tract to the zoning classifications set forth on Exhibit D. The public hearing required for such rezonings having been held before the Planning Commission of the City of Bloomington on the 23rd day of March, 2005, continued to the 14th day of September, 2005, after notice required by law and ordinance.

B. Sketch Plan Approval - The City hereby approves a Sketch Plan for the property, a copy of which Sketch Plan is attached hereto and made a part hereof as Exhibit "E".

C. Subdivision Plan Approval - Within 60 days from the submission of one or more Preliminary Subdivision Plans and Final Subdivision Plats in the form and with the content required by the City's Land Subdivision Code as it now exists, and after any public hearings required by law and ordinance, the City agrees to approve Preliminary Subdivision Plans and after the preparation by the Owner and approval by the City of required construction drawings and the

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completion of or bonding for all public improvements, the City agrees to approve Final Subdivision Plats, provided such plans and plats are in substantial accordance with the approved Sketch Plan and approved Preliminary Plans. Any Preliminary Subdivision Plan may include less than all the acreage in the tract, provided it contains at least 40 acres.

IV. PUBLIC IMPROVEMENTS. With regard to the approval of the preliminary plan and final subdivision plat, the installation of public improvements within and serving the tract, and the use and development of the tract during the term of this Agreement, the following agreements and conditions shall apply in place of those that might otherwise apply during subdivision or development of the site:

A. Streets & Sidewalks

1. Adjacent Roads [Ireland Grove Road, County Highway 28 and 2100 East] Right-of-Way.

a) Deneen shall dedicate right-of-way for Ireland Grove Road as required by the maintaining authority of the road, but not more than 50 feet in width. Right-of-way plats and dedication documents shall be prepared by Developer.

b) Searls shall dedicate right-of-way for Ireland Grove Road as required by the maintaining authority of the road, but not more than 50 feet in width. Right-of-way plats and dedication documents shall be prepared by Developer.

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c) Eastlake shall dedicate right-of-way for Ireland Grove Road as required by the maintaining authority of the road, but not more than 50 feet in width and the West 1/2 of 2100 East as required by the City of Bloomington, but not more than 50 feet in width. Right-of-way plats and conveyance documents shall be prepared by Developer.

d) City agrees to take jurisdiction over and maintenance responsibility for Ireland Grove Road adjacent to the tract if an inter-governmental agreement between the County and the City defining same is approved by the City, County and State.

e) Developer shall reimburse Old Town Township Road District the local share of recent improvements to a bridge on T. R. 2100 East in an amount not to exceed \$50,000.00 within 30 days from the effective date of this Agreement.

2. Improvement - At the election of the City, and in lieu of any other adjacent street improvement obligation, Developer shall either:

a) Improve Ireland Grove Road from Towanda Barnes easterly 9,300 lineal feet by providing a 4-1/2" asphalt overlay to a width of 22 feet, at a cost not to exceed the total cost of the alternative listed below.

or in the alternative

b) Eastlake shall provide at final platting of adjacent property, a substandard adjacent roadway guarantee as per City

2006-11501

Code. The amount of the guarantee shall be based on \$125.00 per front foot. The bond and guarantee shall be for the frontage of the Eastlake development on Ireland Grove Road (except the Park and Greenway frontage) and on Road 2100 E.

Nothing in this agreement shall be construed as relieving Searls or Deneen from their responsibility to meet the code requirements for adjacent substandard street(s) at such time as they subdivide adjacent property.

3. Interior streets -

a) All interior streets shall be built by Owner to City subdivision code standards. Any oversizing or increased structural strength required by the City over and above what is required to serve this subdivision shall be installed by Eastlake and shall be paid for by the City within 30 days from billing by Eastlake. The Arterial Street at 2000 E shall not allow access from lots fronting thereon and shall have a 45 mph design speed.

b) The Owners may elect to construct one or more entrance gates for residential streets under the following conditions:

1. The street (including gate, pavement, curb, gutter & sidewalk) and storm sewer (including inlets and manholes) on the street thereby affected shall be considered a private street.

2. A viable homeowners association or other

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responsible agency shall be transferred the maintenance responsibility (including snow removal) for said private street.

3. The City shall be granted access to said private street for maintenance of other utilities such as water and sanitary sewer.

4. Provisions shall be made to grant unimpeded access to said private street for all emergency vehicles and services (such as attachment of a Knox Box).

5. The City agrees to continue garbage collection on said private street(s) only to the extent there is unimpeded access for the City's collection vehicles and provisions of a hold harmless agreement.

6. The Homeowners Association shall supply the City with a hold harmless agreement.

c) Owner may construct a boulevard street from Ireland Grove Road north on the easterly side of the proposed residential development. The City shall reimburse one-half the cost of said boulevard street, where it is not adjacent to residential development, to Eastlake within 30 days of billing.

*No mention of construction - v - etc*

d) Owner shall include a grade separated pedestrian crossing under said street described in Paragraph IV A 3 C to facilitate pedestrian traffic, one-half the cost of which

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shall be reimbursed to Eastlake by the City, within 30 days from billing.

e) The City may allow Developers to construct berms in outlots and signage in street medians. Any signage and berms constructed shall be per code and maintained by the homeowners association, which shall indemnify the City and hold the City harmless.

5. Traffic Impact Analysis - Owner shall prepare and submit a traffic impact analysis for the development. The analysis shall predict the traffic impacts on the interior streets, Ireland Grove Road and 2100 E. The Owner shall prepare an Intersection Design Study for the intersection of the Arterial Street entrance at 2000 E with Ireland Grove Road. If traffic signals are warranted at this location because of traffic generated by the Eastlake development, the Owner shall pay the cost of the signalization, with installation to be made when traffic from the development warrants the installation.

B. Water

1. To the Site: The Developer shall design and construct a water main of a size determined by the City to serve the tract if developed as depicted on the Sketch Plan along Ireland Grove Road from Towanda Barnes Road to the West line of the Eastlake property by. Eastlake shall have no

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requirement to pay a tap on fee to connect to this water main.

City shall reimburse Developer the entire cost of this water main within 30 days from billing by Eastlake.

2. Adjacent to the Site: Eastlake shall construct water mains on the adjacent roads South and East of their development of a size to be determined by the City. Where said water mains are adjacent to property to be developed by Eastlake for residential purposes, Developer shall pay for that portion of the cost of a water main of a size sufficient to serve the development. The City shall pay the cost of oversizing the main beyond what is required to serve the development. Where the water main is adjacent to park land or other land not being developed for residential purposes by Eastlake, the City shall reimburse the entire cost of that portion of the main. The City shall make payment within 30 days from billing by Eastlake.

entire cost

3. Within the Site: Eastlake shall construct water mains within their development to comply with City standards. If the City request any internal water mains to be larger in diameter than is required to serve the development, the City shall pay the reasonable cost for oversizing after installation and within 30 days from billing by Eastlake.

C. Sanitary Sewer -

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1. The City shall design and construct a sanitary sewer pump station and necessary sanitary sewer force mains and sewers of a sufficient size to serve the Development as depicted on the Sketch Plan by July 1, 2007 or such later date as Eastlake may accept.

2. Eastlake shall pay a tap on fee to the City to connect to the City's sanitary sewer pump station, force main and sewer proportional to the capacity of said pump station, force main and sewer used for Owner's development, divided by the total capacity of said pump station, force main and sewers on a flow rather than acreage basis. Tap on fees shall be paid at the time of final platting of subdivision additions.

3. Eastlake shall not be required to pay a sanitary sewer tap on fee for land used for park, pump station, Greenway purposes or land not proposed for development by Eastlake.

4. Eastlake shall dedicate reasonable and sufficient land to the City for the construction of a sanitary sewer pump station, if a location study identifies Eastlake property as a preferred location.

5. Eastlake shall construct interceptor sanitary sewers within their development to comply with City standards. If any internal sanitary sewers are to accept flow from future

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upstream areas, the City's share shall be determined based on the areas served, with Eastlake responsible only for its developed area (exclusive of park, Greenway, and pump station site) and the City reimbursing Eastlake for the costs attributable to all other areas, with payment to be made within 30 days from billing by Eastlake.

6. If a sanitary sewer and pump station is not in place ready to use by JAN 1, 2007, the City shall permit a temporary "sewer on wheels" at developer's expense until such time as the pump station and force main are accepted.

D. Storm Water Drainage - Detention - Owner agrees to build a detention basin and weir to provide storm water detention at the location depicted on the Sketch Plan of a size and capacity sufficient to serve the property.

1. Owner shall design, obtain necessary permits for and construct a weir and storm water detention basin.

2. The City shall assist in obtaining necessary permits, including signing permit applications as owner of completed weir and storm water detention basin.

3. The City shall accept ownership of and maintain completed weir and storm water detention basin.

4. If this development provides storm water storage in excess of that required by Code for the tract, the City shall participate in the costs of constructing the proposed weir and

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storm water detention basin. Cost sharing would be based upon the proportionate share of additional volume provided as compared to the total volume and shall include land costs at fair market value. Design and construction shall be by Eastlake. The City's share shall be paid within 30 days from billing by Eastlake.

5. City agrees to use its best efforts to obtain easements and permits allowing appurtenant backup on upstream properties, if necessary.

6. Eastlake shall incorporate into the design of the proposed weir and storm water detention basin sediment entrapment devices and wetland area to improve the water quality in the Kickapoo Creek and to reduce future maintenance costs. These enhancements to the detention basin and Greenway shall be considered a reasonable part of the detention basin/Greenway construction costs to be shared with the City if storm water storage capacity in excess of City code requirements is provided.

E. Park Land Dedication -

1. Owner shall dedicate park land to the City as shown on the Sketch Plan, which shall include a 20+ acre park and 10+ acre public access way around the detention basin/Greenway.

2. Owner shall prepare the park and public access way

2006-11501

for seeding and seed the land with a seed mixture approved by the City. Owner shall provide erosion protection plantings for the stream restoration area. In the event grant funds are available for seeding, planting and/or preparation work, the City shall apply for those funds and if received, use them for this purpose.

3. If the amount of land dedicated is less than that required by Code, Developer shall pay and City shall accept a fee in lieu. If the amount of land dedicated exceeds that required by Code, Developer shall be allowed a credit against other fees due, based on a land value of \$30,000 per acre.

a) Developer will dedicate a minimum of 300 foot wide greenway for the east branch of Kickapoo Creek and a minimum 250 foot wide greenway for the west branch north to the east west collector. The development shall be designed to maintain the 100 year flood within this greenway.

4. Eastlake shall "rough grade", within the public access way, for a future pedestrian/bike trail around the proposed greenway in consultation with the City in general conformance with the location shown on the sketch plan. The City shall construct the proposed pedestrian/bike trail at least 10 feet in width. The City shall pay the entire cost of designing and

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constructing this trail.

V. MODEL HOMES -

A. The City shall allow the construction of up to ten model single family homes and/or zero lot line homes on the premises for presentation and sale purposes, provided water, sewer and a gravel base road surface are installed before construction commences. The location of the model homes may change from time to time and place to place as the Owner desires. Notwithstanding the foregoing, no conveyance of title shall take place of any model home or multiple family structure until a final subdivision plat is of record for the lot on which said model home is located. No certificate of occupancy shall be issued for any model home or multiple family structure until an approved street is in place to provide access to the lot on which said model home is located.

VI. BONDING -

The Owner may fulfill the bonding requirements of Chapter 24, Section 3.16 of the City's Code as it pertains to sureties for uncompleted public improvements for any tract of land by posting a \$250,000.00 revolving commercial surety bond from an insurance company reasonably acceptable by the City, a revolving letter of credit on a local financial institution, or a revolving cash escrow. The Owner shall provide a substandard roadway surety in addition to the revolving surety for uncompleted public improvements.

VII. OTHER ANNEXATIONS - The Owner, not later than thirty

(30) days after the date of annexation of any portion of the Tract, shall file the necessary petitions to annex the area annexed to the Central Illinois Regional (Bloomington-Normal) Airport Authority and Bloomington and Normal Water Reclamation District.

IX. APPLICABLE LAW - Except as provided in the agreement, the Owner shall in the use and development of the property comply with all then applicable zoning, building and mechanical codes of the City. Except as otherwise provided in this Agreement, the development of the tract during the life of this Agreement shall comply with the subdivision code regulations in effect on the date of this Agreement, not those adopted after the date of this Agreement.

X. DEFAULT - Prior to the declaration of any default or the initiation of any action to enforce, terminate or seek damages for alleged violation or non-compliance of this agreement, the party asserting the breach, default or non-compliance shall give written notice to the other party specifying the nature of the alleged breach default or non-compliance and provide a reasonable period of time (not less than 30 days) to cure.

XI. DURATION - This Agreement is declared to be enforceable by the parties for a period of twenty (20) years from the date of

2006-11501

execution. Said Agreement is further binding upon the present Owners, their heirs, successors or assigns and upon the City of Bloomington's designated corporate authorities and successors in office.

DATED at Bloomington, Illinois, this 12<sup>th</sup> day of April, 2005.

CITY OF BLOOMINGTON, ILLINOIS,  
A MUNICIPAL CORPORATION

BY: [Signature]

ATTEST:

BY: [Signature]

DENEEN BROTHERS FARMS, L.L.C.

BY: [Signature]

[Signature]  
Richard A. Searls, Jr.

[Signature]  
Thomas J. Searls

[Signature]  
Richard A. Searls III

[Signature]  
Stephen J. Searls

[Signature]  
John D. Searls

EASTLAKE, L.L.C.

BY: [Signature]

2006-11501

LIST OF EXHIBITS

- Exhibit A        Deneen
- Exhibit B        Searls
- Exhibit C        Eastlake
- Exhibit D        Zoning description
- Exhibit E        Sketch Plan
- Exhibit F        Deneen Right-of-Way Dedication
- Exhibit G        Searls Right-of-Way Dedication

P.I.N. #'s: Part of: 22-17-200-004    22-09-400-003  
                         22-17-100-001    22-09-200-003  
                         22-08-400-004    22-09-100-001  
                         22-09-300-004

I:\NANCY\LETTER\REALEST\Eastlake\AnnexAgrSept8Draft

2006-11501

Deneen Tract

Part of Northwest Quarter of Section 17, Township 23 North, Range 3 East of Third Principal Meridian, McLean County, Illinois, described as follows: Beginning at Northwest Corner of said Northwest Quarter. From said Point of Beginning, thence south 300.04 feet along West Line of said Northwest Quarter; thence east 1292.14 feet along a line 300.00 feet normally distant south of and parallel with North Line of said Northwest Quarter, and which line forms an angle to the right of 90°-54'-21" with the last described course; thence south 965.08 feet along a line parallel with said West Line which forms an angle to the right of 269°-05'-39" with the last described course; thence east along a line to a point on East Line of said Northwest Quarter lying 948.50 feet south of Northeast Corner thereof; thence north 948.5 feet along said East Line to Northeast Corner thereof; thence west along North Line of said Northwest Quarter to Point of Beginning, excepting therefrom, the tract of land described and conveyed in Deed Book 720, page 11, recorded September 11, 1961 as Document No. 13704 in the McLean County Recorder's Office.

2006-11501

B

Searl Tract

North 300 Feet of Northeast Quarter of Section 17 and South 949.53 Feet of North 1,248.53 Feet of West 300 Feet of Northeast Quarter of Section 17, Township 23 North, Range 3 East of Third Principal Meridian, McLean County, Illinois.

e.  
2006-11501

FARNSWORTH GROUP

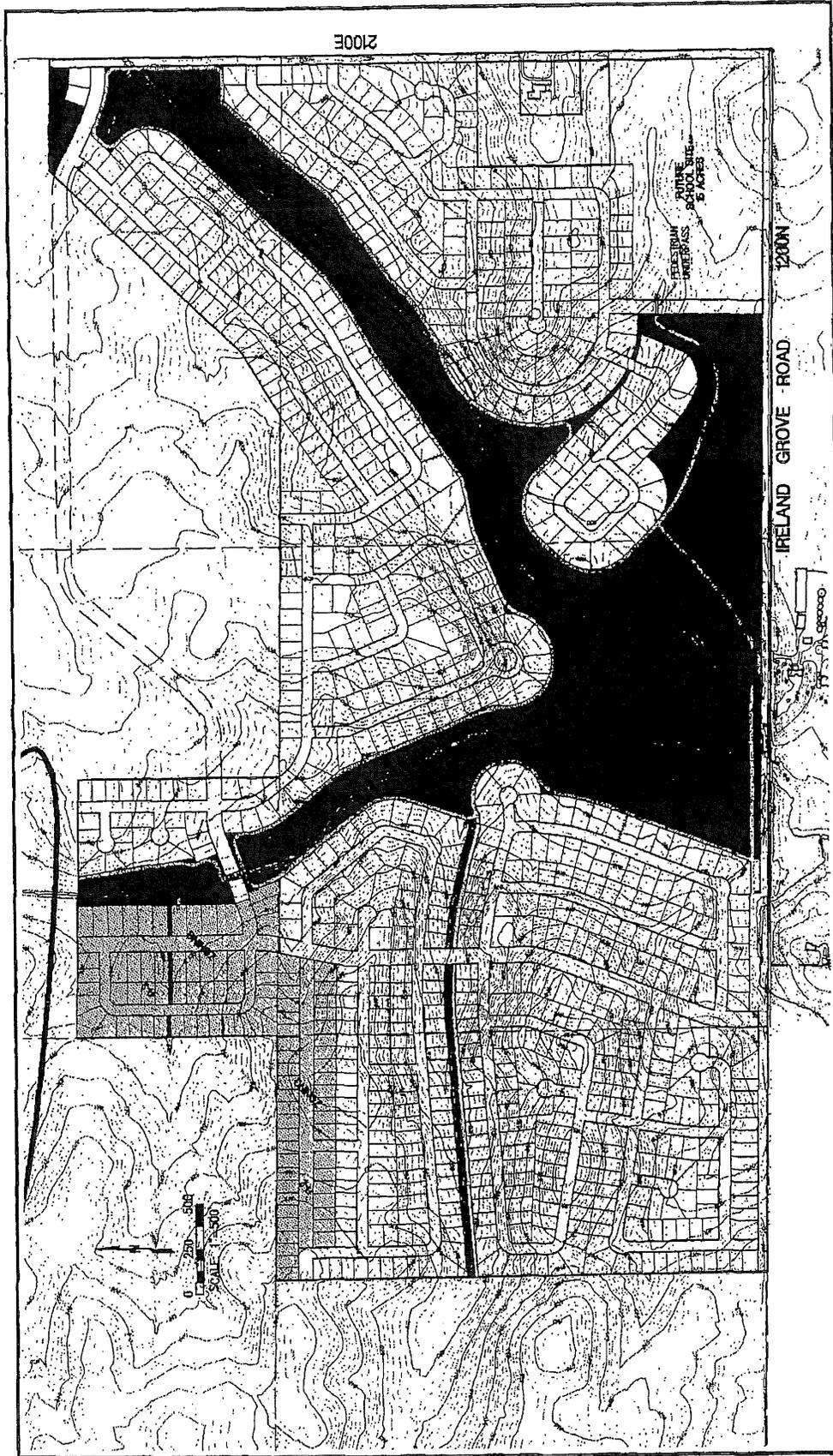
4 MILES FRANK

002/002

Bittner, Mecherle, Benjamin & Rudesill Tracts

1,100 Feet of West 1,400 Feet of Northwest Quarter of Section 9;  
also, a tract of land being approximately 35 acres in South Half of Northeast  
Quarter of Section 9, said tract of land being trapezoidal in shape,  
approximately 600 feet in length on the north side, approximately 1,800 feet  
in length on the south side and the East Line of said tract being the East  
Line of South Half of said Northeast Quarter; also, South Half of Section 9  
except 10 acres around and including Tax Parcel No. 22-09-400-002; and also,  
East Half of Southeast Quarter of Section 8, all being in Township 23 North,  
Range 3 East of Third Principal Meridian, McLean County, Illinois.





Project No: RLW  
 Book No:  
 Drawn by:  
 Approved:  
 Date: 10/5/06  
 1

EASTLAKE DEVELOPMENT  
 BLOOMINGTON, ILLINOIS

Parcel: 0515504024, Tract: 06F  
 Recorded: 05/20/2006 at 09:52:31 AM  
 Recorder: 31  
 Notary: 31  
 H. Lee Neece Recorder



File: 2006-00011501

**Farnsworth**  
 GROUP  
 2700 McGraw Drive  
 Bloomington, Illinois 61704  
 (309) 453-6435 / (309) 453-1571 FAX

Xref File: ...dtw-nobea contours | gis contours | ...contours development-street\eng\EASTLAKE DEVELOPMENT-2.dwg | DATE: 10/9/2006 | TIME: 10:38:00 AM

Exhibit   
2006-11501

Deneen Road Dedication for Annexation Agreement

All that part of the following described property lying within a strip of land 50 feet in width located south of and adjacent to the North Line of the Northwest Quarter of Section 17; Township 23 North, Range 3 East of the Third Principal Meridian except therefrom, any portion of said 50-foot strip which has previously been dedicated. Said Property is described as:

A part of the Northwest Quarter of Section 17, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Northwest Corner of said Northwest Quarter. From said Point of Beginning, thence south 300.04 feet along the West Line of said Northwest Quarter; thence east 1292.14 feet along a line 300.00 feet normally distant south of and parallel with the North Line of said Northwest Quarter, and which line forms an angle to the right of 90°-54'-21" with the last described course; thence south 965.08 feet along a line parallel with said West Line which forms an angle to the right of 269°-05'-39" with the last described course; thence east along a line to a point on the East Line of said Northwest Quarter lying 948.50 feet south of the Northeast Corner thereof; thence north 948.5 feet along said East Line to the Northwest Quarter to the Point of Beginning, excepting therefrom, the tract of land described and conveyed in Deed Book 720, page 11, recorded September 11, 1961 as Document No. 13704 in the McLean County Recorder's Office.

Exhibit 2006-11501

Searls Road Dedication for Annexation Agreement

The North 50 Feet of the Northeast Quarter of Section 17, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois.

# LivingstonBarger

Livingston, Barger, Brandt & Schroeder, LLP

## BLOOMINGTON OFFICE

115 W. Jefferson Street - Suite 400  
Post Office Box 3457  
Bloomington, Illinois 61702-3457  
(309) 828-5281 • Fax (309) 827-3432

## CHAMPAIGN OFFICE

2918 Crossing Court – Suite E  
Champaign, Illinois 61822-6163  
(217) 351-7479 • Fax (217) 351-6870

*Reply to Bloomington Office*

September 18, 2017

Ms. Renee Gooderham  
City Clerk  
City of Bloomington  
109 E. Olive Street  
Bloomington, IL 61701

RE: The Grove on Kickapoo Creek – 6th Addition

Dear Renee:

Enclosed with this letter please find the following:

- (1) Checklist and Route Slip for Annexation;
- (2) Annexation Agreement dated April 21, 2005, and approved by the City Council on September 27, 2005;
- (3) Petition for Annexation;
- (4) Ordinance (draft);
- (5) Surveyor's Certificate and Annexation Plat;
- (6) Owner's Certificate;
- (7) Endangered Species Form & Illinois Historic Preservation Agency determination; and
- (8) Filing Fee of \$100.00.

Please note, no separate fee is being submitted for rezoning as the rezoning was approved as a part of the Annexation Agreement. Additionally, while notices of disconnection must be provided, they are not included with this filing. Once we receive confirmation regarding when this matter will appear on the City Council's agenda, we will prepare and serve those notices.

Thank you for your assistance in this matter, and please feel free to contact me with any questions or concerns.

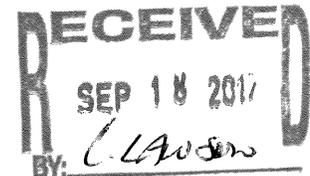
Very truly yours,

LIVINGSTON, BARGER, BRANDT  
& SCHROEDER, LLP

By: Elizabeth B. Megli  
Elizabeth B. Megli

Enclosures

William C. Wetzel  
Thomas M. Barger, III  
Christopher L. Nyweide  
Richard E. Stites  
Peter W. Brandt  
Thomas B. Borton  
Kirk A. Holman  
Thomas A. Jennings  
Elizabeth B. Megli  
Jonathan J. Bobell  
Ryne J. Takacs  
Joseph R. Wetzel  
Rachel J. Brandt  
Zane J. Breithaupt  
William R. Brandt (Retired)  
Michael A. Wozniak (Retired)  
Herbert M. Livingston (1898 – 1987)  
Ralph E. Schroeder (1927 – 1991)  
Thomas M. Barger, Jr. (1912 – 1992)  
James T. Foley (1931 – 2010)  
Susan H. Brandt (1950 – 2010)



**65 ILCS 5/7-1-8**  
**PETITION FOR ANNEXATION AND REZONING**  
**PURSUANT TO THE TERMS OF AN ANNEXATION AGREEMENT**  
**(65 ILCS 5/11-15.1-1)**

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

NOW COMES **EASTLAKE, L.L.C., an Illinois Limited Liability Company** (the "Petitioner"), hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That the Petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described on Exhibit A, which is attached hereto and made a part hereof by reference (the "Premises").
2. That the Premises are not within the corporate limits of any municipality but are contiguous with the corporate limits of the City.
3. That no electors reside on said tract.
4. That said Premises presently have a zoning classification of A (Agricultural) under the provisions of the McLean County Zoning Ordinance.
5. That the Premises is the subject of an Annexation Agreement dated April 21, 2005, by and between the City of Bloomington, McLean County, Illinois, a Municipal Corporation (hereinafter, the "City"), and Deneen Brothers Farms, LLC, Richard A. Searls, Jr., Thomas J. Searls, Richard A. Searls, III, Stephen J. Searls, John D. Searls, and the Petitioner.
6. That the Premises is the subject of City of Bloomington Ordinance No. 2011-59, dated December 12, 2011, providing that the premises will include "R-1C Single Family Residence District" zoning under the provisions of Chapter 44 of the Bloomington City Code – 1960, as amended.
7. That the Annexation Plat prepared on September 13, 2017, by Brent A. Bazan, Illinois Professional Land Surveyor No. 3715, is attached hereto and made a part hereof as Exhibit B.
8. That the Petitioner hereby requests that the Honorable Mayor and City Council of the City of Bloomington, McLean County, Illinois, annex said Premises to said City, and amend the Official Zoning Map of said City to reclassify said Premises into the zoning district classification set forth therein.

WHEREFORE, your Petitioner respectfully prays that said Premises be annexed to the City of Bloomington, McLean County, Illinois, and that the Official Zoning Map of the City of Bloomington, McLean County, Illinois, be amended by changing the zoning classification of the Premises into the zoning classifications set forth in the Annexation Agreement and Ordinance No. 2011-59.

DATED this 14 day of September, 2017.

PETITIONER:

EASTLAKE, L.L.C., an Illinois Limited Liability Company

By:

  
Victor E. Armstrong, Jr., Its President

Attest:

  
William C. Doud, Its Secretary

Prepared By:

Elizabeth B. Megli  
Livingston, Barger, Brandt & Schroeder, LLP  
115 W. Jefferson Street  
Suite 400  
Bloomington, IL 61701  
Telephone: (309) 828-5281  
Facsimile: (309) 827-3432  
[emegli@lbbs.com](mailto:emegli@lbbs.com)

**EXHIBIT A**

**[See Attached]**

### Description of Property

A part of the Southeast Quarter of Section 8 and a part of the Southwest Quarter of Section 9, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Commencing at the Southwest Corner of the East Half of said Southeast Quarter of Section 8, thence north 1,800.43 feet along the West Line of said East Half to the Northwest Corner of the South 1,800 feet of said East Half, being the Point of Beginning. From said Point of Beginning, thence east 1336.64 feet along the North Line of the South 1,800 feet of said East Half which forms an angle to the right of  $271^{\circ}-14'-48''$  with the last described course to the Northeast Corner of the South 1,800 feet of said Southeast Quarter; thence east 1201.36 feet along the North Line of the South 1,800 feet of the West Half of said Southwest Quarter of Section 9 which forms an angle to the right of  $180^{\circ}-13'-28''$  with the last described course to the West Line of The Grove on Kickapoo Creek Stream Restoration according to the plat thereof recorded as Document No. 2012-19531 in the McLean County Recorder's Office; thence northeast 114.80 feet along said West Line which forms an angle to the right of  $106^{\circ}-45'-11''$  with the last described course; thence northwest 210.00 feet along a line which forms an angle to the right of  $90^{\circ}-00'-00''$  with said West Line; thence southwest 11.55 feet along a line which forms an angle to the right of  $90^{\circ}-00'-00''$  with the last described course; thence northwest 135.50 feet along a line which forms an angle to the right of  $272^{\circ}-15'-05''$  with the last described course; thence west 147.06 feet along a line which forms an angle to the right of  $165^{\circ}-08'-08''$  with the last described course; thence west 304.43 feet along the arc of a non-tangential curve concave to the south with a radius of 3110.00 feet and the 304.31 foot chord of said arc forms an angle to the right of  $182^{\circ}-01'-19''$  with the last described course; thence west 86.01 feet along a line which forms an angle to the right of  $173^{\circ}-11'-23''$  with the last described chord; thence west 538.16 feet along a line which forms an angle to the right of  $179^{\circ}-09'-23''$  with the last described course; thence west 60.06 feet along a line which forms an angle to the right of  $178^{\circ}-45'-36''$  with the last described course; thence west 812.43 feet along a line which forms an angle to the right of  $180^{\circ}-00'-43''$  with the last described course; thence south 68.15 feet along a line which forms an angle to the right of  $87^{\circ}-26'-19''$  with the last described course; thence west 123.29 feet along a line which forms an angle to the right of  $273^{\circ}-48'-37''$  with the last described course; thence north 17.32 feet along a line which forms an angle to the right of  $270^{\circ}-00'-00''$  with the last described course; thence west 180.00 feet along a line which forms an angle to the right of  $90^{\circ}-00'-00''$  with the last described course to the West Line of the East Half of the Southeast Quarter of Section 8; thence south 137.35 feet along said West Line which forms an angle to the right of  $90^{\circ}-00'-00''$

with the last described course to the Point of Beginning, containing  
12.084 acres, more or less.

**EXHIBIT B**  
**[See Attached]**



**OWNER'S CERTIFICATE**

STATE OF ILLINOIS        )  
  ) ss.  
COUNTY OF MCLEAN     )

KNOW ALL MEN BY THESE PRESENTS, that EASTLAKE, L.L.C., an Illinois Limited Liability Company, hereby certifies that it is the owner of the premises described on Exhibit A, attached hereto and incorporated herein, which is the subject of a certain Petition for Annexation to the City of Bloomington, McLean County, Illinois, and for Amendment of the Zoning Map of the City of Bloomington, McLean County, Illinois, which is depicted by the Annexation Plat prepared by Brent A. Bazan, Illinois Professional Land Surveyor No. 3715, on September 13, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand this 14 day of September, 2017.

EASTLAKE, L.L.C., an Illinois Limited Liability Company

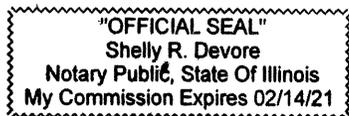
By: Victor E. Armstrong, Jr.  
Victor E. Armstrong, Jr., Its President

**NOTARY CERTIFICATE**

STATE OF ILLINOIS        )  
  ) ss.  
COUNTY OF MCLEAN     )

I, Elizabeth B. Megli, a Notary Public in and for the county and state aforesaid, do hereby certify that Victor E. Armstrong, Jr., President of Eastlake, L.L.C., an Illinois Limited Liability Company, personally known to be the same person whose name is subscribed to the foregoing Owner's Certificate, appeared before me this day, in person, and acknowledged the execution of this Owner's Certificate as his free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14<sup>th</sup> day of September, 2017.



Shelly R. Devore  
Notary Public

My commission expires 02/14/21.



**Illinois Historic  
Preservation Agency**

1 Old State Capitol Plaza • Springfield, Illinois 62701-1507 • Teletypewriter Only (217) 524-7128

RECEIVED

APR 13 2005

FARNSWORTH GROUP

Voice (217) 782-4836

McLean County  
Bloomington

PLEASE REFER TO: IHPA LOG #011083004

11ML449, 11ML450, 11ML451, 11ML452, 11ML453, 11ML454, 11ML455, 11ML456, 11ML457, 11ML458, 11ML459,  
11ML460, 11ML461, 11ML462, 11ML463, 11ML464, 11ML465, 11ML466, 11ML467, 11ML468, 11ML469, 11ML470,  
11ML471

East Ireland Grove Development/ Bloomington East & Holder, Sections:9 and 16-Township:23N-Range:3E

FARNSWORTH, IEPA-PWS, IEPA-WPC  
Development of a Parcel of Land/East Ireland Grove Development

April 12, 2005

Neil Finlen  
Farnsworth Group, Inc.  
2709 McGraw drive  
Bloomington, IL 61704

Dear Mr. Finlen:

Acre(s): 475 Site(s): 23  
Archaeological Contractor: PSAP/Kreisa

Thank you for submitting the results of the archaeological reconnaissance. The Illinois Historic Preservation Agency is required by the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420, as amended, 17 IAC 4180) to review all state funded, permitted or licensed undertakings for their effect on cultural resources.

Our staff has reviewed the archaeological Phase I reconnaissance report performed for the project referenced above. The Phase I survey and assessment of the archaeological resources appear to be adequate. Accordingly, we have determined, based upon this report, that with the exception of site 11ML467, no significant historic, architectural, and archaeological resources are located in the surveyed area.

It is our understanding that a 10-acre tract containing site 11ML467 will be set aside, and will not be developed.

According to the information you have provided concerning your proposed project, apparently there is no federal involvement in your project. However, please note that the state law is less restrictive than the federal cultural resource laws concerning archaeology, therefore if your project will use federal loans or grants, need federal agency permits, use federal property, or involve the assistance of federal agencies then your project must be reviewed under the National Historic Preservation Act of 1966, as amended.

Please retain this letter in your files as evidence of compliance with the Illinois State Agency Historic Resources Preservation Act.

Sincerely,

*Anne E. Haaker*

Anne E. Haaker  
Deputy State Historic  
Preservation Officer

AEH:DJH

cc: Paul P. Kreisa, Ph.D., Public Service Archaeology Program

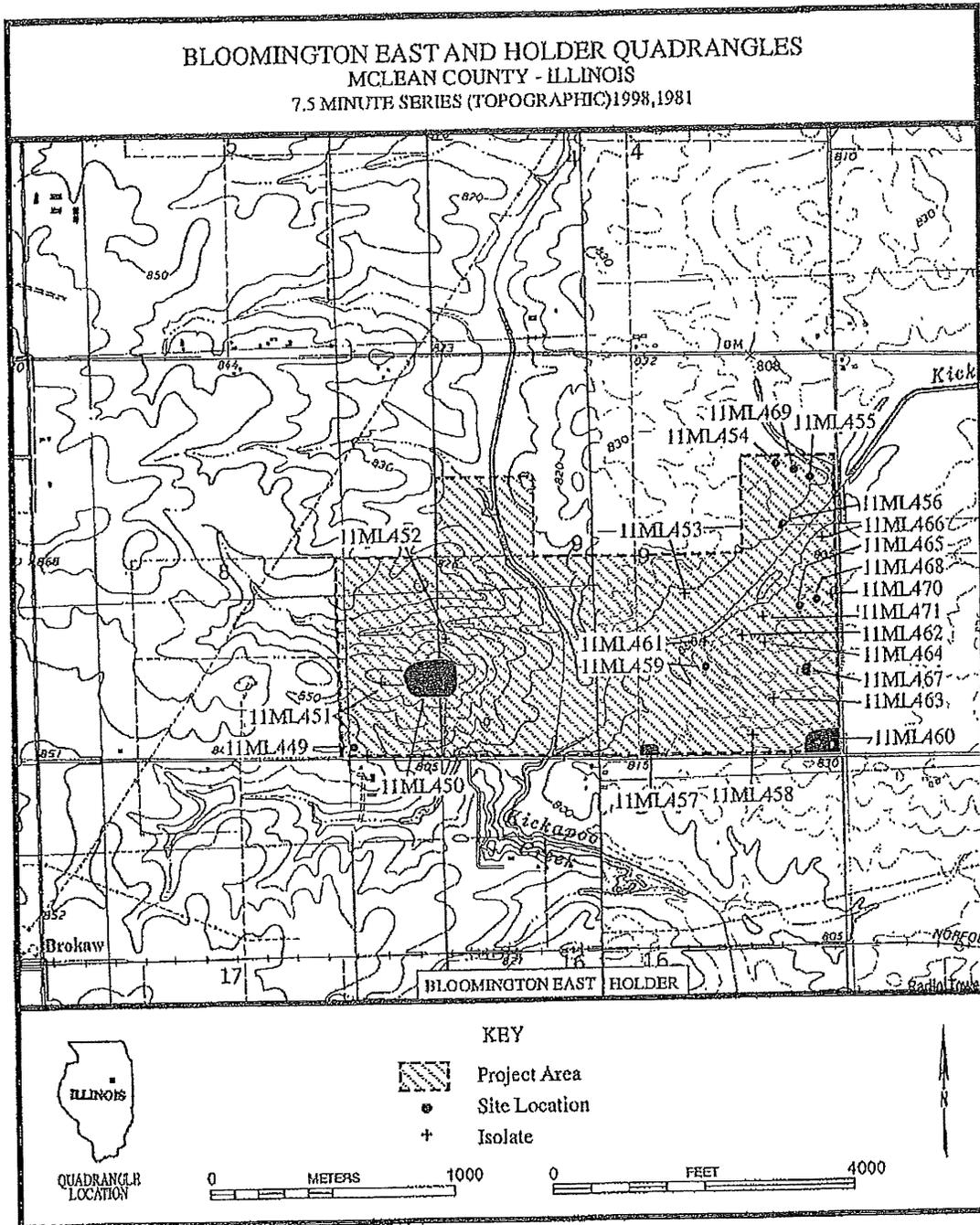


Figure 1. Location of project area.

AUG 03 2004



# Illinois Department of Natural Resources

One Natural Resources Way, Springfield 62702-1270  
<http://dnr.state.il.us>

OREP  
Resource Review & Coord.

Red R. Blagojevich, Governor  
Joel Brunevold, Director

## CONSULTATION AGENCY ACTION REPORT

(Illinois Administrative Code Title 17 Part 1075)  
Division of Resource Review and Coordination

DEC 5 11:01 AM '04  
E.C.R.

Date Submitted: 7/30/04  
If this is a resubmittal, include previous  
IDNR response if available.

FOR DEPARTMENT USE ONLY  
PROJECT CODE: 080490 DUE DATE: 9/2/04

Applicant: Farnsworth Group (Neil Finlen) Phone: 309/663-8495  
Contact Person: Jon Johnston Fax: 309/663-1571  
Applicant Address: 2709 McGraw Drive Email: Jjohnston@f-w.com  
Bloomington, IL 61704

LOCATION OF PROPOSED ACTION  
A MAP SHOWING LOCATION OF PROPOSED ACTION IS REQUIRED

Project Name: East Ireland Grove Development County: McLean  
Project Address (if available): \_\_\_\_\_  
City, State, Zip: Bloomington, IL 61704  
Township/Range/Section (e.g. T45N, R9E, S2): 23 N / 3 E / 9 & 16  
Brief Description of Proposed Action: Future Development.

Projected Start Date and End Date of Proposed Action: Start: 9/1/04 End: 12/31/05  
Will state funds or technical assistance support this action? [ Yes | No ] If Yes, the Interagency Wetland Policy Act may apply.  
Contact funding agency or this Division for Details

Local/State Agency with Project Jurisdiction: IEPA  
Contact: Jerry Kuhn Phone: 217-782-1724  
Address: 1021 N. Grand East Fax: 217-782-0075  
Springfield, IL 62794

FOR DEPARTMENT USE ONLY

Are endangered/threatened species of Natural Areas present in the vicinity of the action? NO  
Could the proposed action adversely affect the endangered/threatened species or Natural Area? NO  
Is consultation terminated? YES  
Comments: \_\_\_\_\_

Evaluated by: Heather C. Ryan Date: 8/13/04  
Division of Resource Review & Coordination (217)785-5500

Aerial Map\_The Grove Subdivision 6<sup>th</sup> Addition. Proposed zoning R-1C Single Family Residential District

Not Drawn to Scale.  
For conceptual purposes only



Subject Property,  
approximately 12.084 acres  
(not drawn to scale) to be  
annexed and zoned R-1C



Zoning Map\_The Grove Subdivision 6<sup>th</sup> Addition. Proposed zoning R-1C Single Family Residential District

Not Drawn to Scale.  
For conceptual purposes only



Subject Property,  
approximately 12.084 acres  
(not drawn to scale) to be  
annexed and zoned R-1C



**POTENTIAL COSTS TO THE CITY FOR CONSTRUCTION OF OVERSIZED PUBLIC INFRASTRUCTURE FOR  
THE GROVE SUBDIVISION 6<sup>TH</sup> ADDITION**

SEWER	\$300,000.00
WATER	\$30,000.00
ROADWAY	\$125,000.00
<b>TOTAL</b>	<b>\$475,000.00</b>



## REGULAR AGENDA ITEM NO. 8B

FOR COUNCIL: October 9, 2017

**SUBJECT:** Presentation of a Twenty-Year Materials Recovery and Resource Management Plan for McLean County, Bloomington, and Normal, Illinois

**RECOMMENDATION/MOTION:** Presentation and discussion only.

**STRATEGIC PLAN LINK:**

1. Financially Sound City Providing Quality Basic Services
5. Great Place – Livable, Sustainable City

**STRATEGIC PLAN SIGNIFICANCE:**

- 1a. Budget with adequate resources to support defined services and level of services
- 1e. Partnering with others for the most cost-effective service delivery
- 5a Well-planned City with necessary services and infrastructure
- 5c. Incorporation of “Green Sustainable” concepts into City’s development and plans

**BACKGROUND:** The Illinois Solid Waste Planning and Recycling Act mandates that counties with a population of 100,000 people or more adopt a management plan for the municipal waste generated within the county’s boundaries. At a minimum, a waste plan should contain the following: the content and weight/volume of waste currently generated and the content and weight/volume of waste estimated to be produced over the next 20 years; a description of the facilities where the waste is being transported to and processed at and its remaining available capacity; and an evaluation of the environmental, energy, life cycle cost and economic advantages/disadvantages of proposed facilities. The Ecology Action Center (EAC) is the designated solid waste agency for McLean County and they provided the first management plan for the County in 1992, including the reoccurring required 5 year updates to that plan. The last five-year update was approved in 2012, so McLean County would be due for another five-year update in 2017. Although, since the current landfill used by McLean County is expected to reach capacity by March of 2018, the EAC opted to develop a new plan instead of updating the previous one.

The plan cites three goals that were utilized when developing the new resource management plan:

1. “Increase the rate of reusing, recycling, composting and source reduction thus consequently reducing the amount of solid waste needed to be disposed of in a landfill.
2. Manage the remaining solid waste in an efficient, equitable, and environmentally protective manner, consistent with the solid waste hierarchy.

3. Adopt secure, long-term funding mechanisms that provide sufficient revenue for all local waste program needs while providing incentives for increased waste reduction and diversion.”

Bloomington contributed an estimated 44 percent or 84,600 tons of waste landfilled out of the total 192,500 tons of waste landfilled in all of McLean County in 2016. As of a January 1<sup>st</sup> assessment of the McLean County landfill, there are only 174,992 cubic yards of capacity remaining. Figure 1 illustrates the decline over time. This landfill has been in service since 1990 and in 2008 was permitted for a lateral expansion.

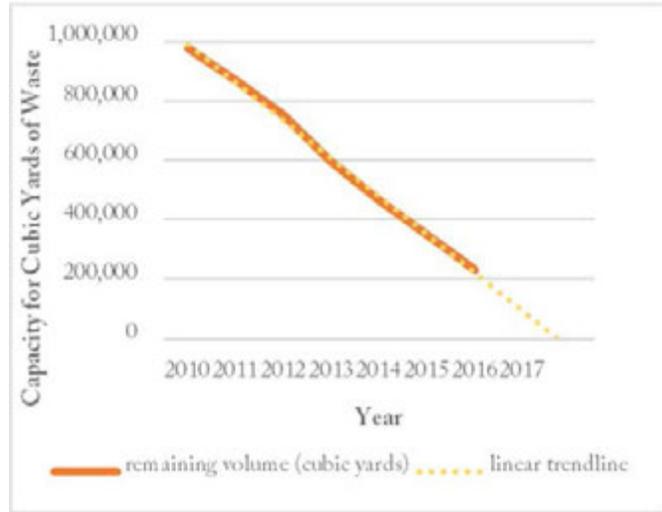


Figure 1. McLean County Landfill Capacity  
Source: Ecology Action Center

Currently, the County receives a host-fee from American Disposal Services of Illinois (ADS) of either \$15,000 per month or \$2.54 per ton of non-hazardous waste, whichever is greater. The landfill’s closure will cease host-fee payments, and McLean County will lose revenue sources that help support waste recovery programs. However, host-fees are counterintuitive since the goal is to reduce waste and increase waste recovery— due to the fact that the more waste taken to a landfill generates higher revenue. Thus there will be less revenue to support waste recovery programs.

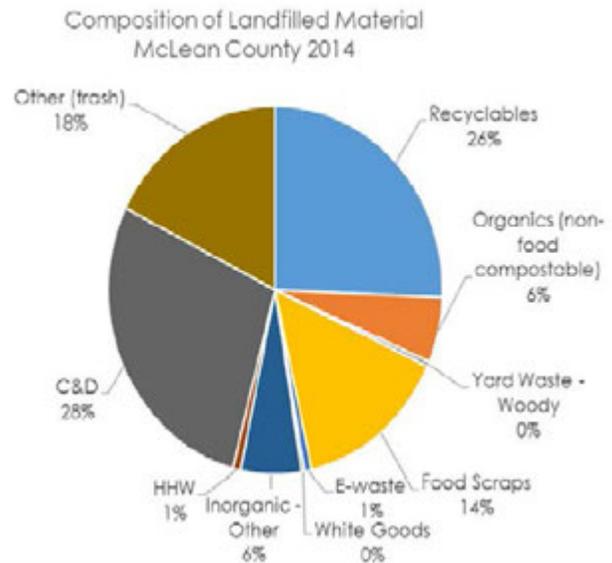


Figure 2. McLean County Waste Disposition.  
Source: Ecology Action Center

The City of Bloomington has recently been successful with increasing the recycling participation rate to over 80%. In addition, McLean County also broke the 40 percent goal in 2016. The increases to reach these levels though have been modestly increasing over time. The modest increases in the recycling rate illustrate that the county may need a more strategic and holistic approach to achieve a higher level of participation. Figure 2 illustrates the composition of landfilled material in 2014 and it should be noted that much of that material could be recovered and a more sustainable method of disposal could be utilized.

In future fiscal years, the EAC will request increased funding for an additional full-time solid waste program technician to assist with accomplishing the solid waste goals laid out in the plan. At this

time, the EAC’s current staffing levels are inadequate to achieve the economic and environmental benefits of a comprehensive waste materials management program. An existing agreement between the City, the Town of Normal, and McLean County began as of January 1<sup>st</sup>, 2017 and is set to expire December 31<sup>st</sup>, 2019. For 2017, the City is expected to contribute about \$47,250, about 45 percent of the total cost of the program. The fees for the program will increase annually to offset the increase in inflation, and in 2018 the City will be responsible for about \$48,668; in 2019, this figure will increase to \$50,128.

<b>Year</b>	<b>Estimated Contributions from the City of Bloomington</b>
<b>2017</b>	\$47,250
<b>2018</b>	\$48,668
<b>2019</b>	\$50,128

Proposed New Waste Strategies

*Multi-Family Housing Recycling*

Multi-family housing units represent a significant gap in recycling services, and raising the recycling participation rate for these types of properties may have a substantial impact on the overall recycling rate. This may be accomplished by either a voluntary program or an ordinance. Stakeholder feedback stated that the ordinance approach would be more equitable for rental owners so that any additional costs would not be disproportionately applied to certain property owners. Additional cost savings may come to fruition through a non-exclusive franchise agreement system, where the EAC identifies geographically dense routes and negotiates the best price for combined waste and recycling services for multi-family housing units in the bid area.

*Commercial Recycling*

Institutional, commercial, and industrial waste make up almost 43 percent of waste landfilled in Illinois according to the 2015 Illinois Waste Characterization Study by Illinois DCEO. About 48.6 percent of that may be recoverable waste. Increasing the commercial recycling participation rate may be accomplished by either a voluntary program or an ordinance. The main barrier to commercial recycling is typically the impact on profitability, and cost savings may be realized through a non-exclusive franchise agreement, where the EAC identifies geographically dense routes and negotiates the best price for businesses in the area.

*Construction & Demolition (C & D) Materials Recycling*

About 21 percent of C & D waste is currently recycled. Within McLean County, construction and demolition waste reuse and recycling is economically feasible since current tipping fees at the local C & D recycling facility are more economical than equivalent fees at the landfill. Due to the cost savings and economic benefit, C & D recycling should be increased by all means possible via an ordinance in Bloomington and Normal. A C & D recycling ordinance should allow flexibility in choice of recycling facilities.

*Organics*

In 2014, compostable food scraps made up about 14 percent of all landfilled material as illustrated in Figure 2; this waste could have been diverted from the landfill and composted. The largest

sources of food scraps are commercial and institutional food establishments. At this time, Midwest Fiber provides the County with a commercial food-waste composting service, but it is fairly small-scale. In an effort to increase the level of commercial and institutional participation, food recycling or composting should be improved through a voluntary system or the implementation of an ordinance to require food composting by large commercial or public institutions, restaurants, and grocery stores. Residential food waste could be improved by offering a drop-off program.

Instead of Midwest Fiber transporting the County's food waste, a more local McLean County based compost facility would likely be the most cost-effective option. Cost recovery could be attained by possible revenue sources through secondary products like high quality compost or renewable energy, although this should be assessed in the fourth quarter of the twenty year plan.

*Household Hazardous Waste (HHW) and Other Difficult or Nontraditional Materials*

The EAC has been in contact with the Illinois Environmental Protection Agency (IEPA) to establish a downstate facility to dispose of household hazardous material and the County is on a list of interested communities. Although state funding for this program has stalled, the significant environmental threat from HHW illustrates the need for a more permanent program for residents to dispose of this type of waste.

Throughout this plan various disposal sites and methods have been identified, but at this time specific locations for the disposal of waste have not been. In the future, parameters will need to be worked out concerning the logistics of specific locations therefore specific locations cannot be identified at this time.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The Ecology Action Center, the Town of Normal, and McLean County have all been contacted and entered into a joint agreement spanning January 1, 2017 to December 31, 2019.

**FINANCIAL IMPACT:** The FY 2018 Budget includes \$67,850.00 in the Solid Waste-Education Program account (54404400-70666). Stakeholders can locate this in the FY 2018 Budget Book titled "Adopted Other Funds Budget" on pages 178.

**COMMUNITY DEVELOPMENT IMPACT:** Not applicable

Link to Comprehensive Plan/Downtown Plan Goals: Not applicable

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** Not applicable

Respectfully submitted for Council consideration.

Prepared by: Candace Towery, Miscellaneous Technician, Public Works

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

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Scott Rathbun, Sr. Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read "David A. Hales". The signature is fluid and cursive, with a prominent loop at the end.

David A. Hales  
City Manager

**Attachments:**

- Twenty-Year Materials Recovery and Resource Management Plan for McLean County, Bloomington, and Normal, Illinois
- Solid Waste Program Agreement



TWENTY-YEAR MATERIALS RECOVERY AND  
RESOURCE MANAGEMENT PLAN FOR MCLEAN  
COUNTY, BLOOMINGTON, AND NORMAL, ILLINOIS  
- JULY 2017



PREPARED BY THE ECOLOGY ACTION CENTER

Michael Brown, **Executive Director**

Larissa Armstrong, **Program Coordinator**

Lacey Monterastelli, **Program Coordinator**

Dr. Tom Bierma, **Technical Advisor**

Becky Fiedler, **Solid Waste Intern**

Seth Rients, **Solid Waste Technician**



**ECOLOGY**  
ACTION CENTER



## i. Acknowledgments

I would like to thank the dozens of individuals representing numerous institutions, recyclers, waste haulers, nonprofit organizations, government agencies, and businesses that assisted with this plan (see Appendix A., on page 24 for a full list of focus group and stakeholder group members). I knew initiating the project to reboot our waste management efforts was an ambitious undertaking. Now, nearly two years later, I feel we have all benefited from the process of exploring all of the existing problems and barriers, and brainstorming some creative solutions for the future. I am excited to see the support for this truly bold new plan to better address our local waste management needs.

Special thanks go to the City of Bloomington, Town of Normal, and McLean County staff, for their encouragement and patience as we opted to start from scratch to create an entirely new 20-year waste plan rather than merely meet the statutory requirements for a five-year update to the existing McLean County Integrated Solid Waste Management Plan. The significant change in circumstances from 1992, effectively mandates a meaningful change in our waste management approach in McLean County and I am grateful that our partners in this effort recognize the need and take this challenge seriously.

I am grateful to the EAC staff who have contributed to this process and those who have assisted in covering other roles as increasingly more staff time was redirected to develop this plan.

My biggest thanks go to our three-person advisory committee who were a key part of the entire process and helped guide us through different challenges and progressing stages of the project. I need to thank the recently retired Dr. Tom Bierma of Illinois State University's Environmental Health program in particular. Dr. Bierma was invaluable to the process. He loaned his expertise and insight gained over the course of his career and dedicated a significant amount of time conducting research and interviews to benefit the development of this new plan.

Michael Brown  
**McLean County Solid Waste Coordinator**



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### iii. Executive Summary

The McLean County Integrated Solid Waste Management Plan was adopted in 1992; it was updated four times over the twenty years that followed, consistent with the requirements of the Illinois Solid Waste Planning and Recycling Act. As the time approached to begin work on the 2017 5-year update, it became apparent that a short-term update would insufficiently meet the contemporary needs of the Bloomington-Normal and McLean County area.

The impending closure of the McLean County Landfill, significant changes in recycling and waste technologies, and a stagnating community-wide recycling rate are all variables contributing to the need for an entirely new 20-year solid waste plan instead of a short-term update.

The Ecology Action Center, as the designated solid waste agency for McLean County, Bloomington, and Normal, coordinated the two-year process to create a new solid waste plan and will be responsible for its implementation. EAC staff created focus groups representing waste haulers, recyclers, institutions, local governments, businesses, and other entities to explore the known challenges facing solid waste management currently, anticipate future challenges, and brainstorm solutions.

The result is an assertive plan with a strong emphasis on addressing existing gaps in recycling and waste services in McLean County and prioritizing six core strategies that will have the greatest impact on reducing waste and increasing recycling. Implementation should be managed to achieve the maximum net positive economic impact. This may mean the most cost-effective option, or in the best-case scenario, the option that creates revenue and funding opportunities, either to support waste programs or encourage development of local or regional recycling industry.

A strong adherence to the solid waste hierarchy, prioritizing the highest value use of materials over lowest value use is inherent in this new plan. The hierarchy starts with waste prevention, the most beneficial, followed by waste reduction, reuse, recycling (including composting as a process for recycling of organic materials), energy recovery processes (which includes the spectrum of waste-to-energy processes ranging from anaerobic digesters through incineration), and finally ends with disposal in a landfill, which has no specific environmental or economic growth benefit.

- Top Six New Waste Management Priorities:**
1. Commercial recycling
  2. Construction and Demolition recycling
  3. Multifamily recycling
  4. Food waste recycling
  5. Permanent Household Hazardous Waste Facility
  6. Increased outreach and technical assistance



FIGURE I: THE SOLID WASTE MANAGEMENT HIERARCHY

## iv. Action Plan

### QUARTER 1: 2017-2022

- Increase McLean County Recycling Rate Goal to 50%.
- Implement C & D Recycling Ordinance.
- In addition to existing solid waste staff at EAC, provide funding for a full-time solid waste technician for business waste consultations, negotiations of non-exclusive franchise waste/recycling agreements, to identify barriers and solutions to recycling in older neighborhoods/areas with limited space, and to conduct additional research and outreach.
- Determine if a voluntary program (e.g. geographic based non-exclusive franchise agreement for waste and recycling) for multi-family housing recycling is feasible in lieu of an ordinance. If so, implement a pilot program to verify feasibility. If not, propose an ordinance to achieve the recycling goal.
- Determine if a voluntary program (e.g. geographic based non-exclusive franchise agreement for waste and recycling) for commercial recycling is feasible in lieu of an ordinance. If so, implement a pilot program to verify feasibility. If not, propose an ordinance to achieve the recycling goal.
- Work with community partners to transition to a new food waste processing facility and/or help attract a new service provider to develop a new local facility.
- Institute regular meetings of an informal solid waste coalition of service providers and other relevant parties.
- Initiate feasibility study for permanent Household Hazardous Waste facility for McLean County.
- Work with the McLean County Wellness Coalition and other partners to expand food rescue in the community.

### QUARTER 2: 2022-2027

- Increase McLean County Recycling Rate Goal to 60%.
- Assuming successful commercial recycling pilot program, develop voluntary program and expand to 25% of businesses in the community.
- Assuming successful apartment recycling pilot program, develop voluntary program and expand to 50% of multi-family housing in the community.

- Initiate process to establish permanent Household Hazardous Waste Collection Facility in McLean County or if suitable downstate HHW facility is already established nearby, utilize facility at disposal site for frequent and regular one-day McLean County collection events.
- Determine if a voluntary program for commercial food waste recycling is feasible in lieu of an ordinance. If so, implement a pilot program to verify feasibility. If not, propose an ordinance with phased-in implementation; set initial goal at 25% of the commercial food waste volume.

### QUARTER 3: 2027-2032

- Increase McLean County Recycling Rate Goal to 70%
- Increase coverage of voluntary commercial recycling program to 50% of businesses OR increase coverage of commercial recycling ordinance to include 75% of businesses.
- Increase voluntary apartment recycling program to 75% in Bloomington-Normal OR increase mandatory multi-family housing recycling to include all units not otherwise covered by existing municipal services.
- Expand coverage of commercial food waste composting program to include 50% of commercial food waste volume.
- Offer public drop-off facility for residential food waste composting.
- Initiate feasibility study into anaerobic digester technology (or other equivalent low-temperature waste to energy technology) as additional option for food waste composting program for more beneficial by-products from food waste.

### QUARTER 4: 2032-2037

- Increase McLean County Recycling Rate Goal to 80%
- Increase coverage of voluntary commercial recycling program to 75% of businesses OR increase coverage of commercial recycling ordinance to include 100% of businesses.
- Increase voluntary apartment recycling program to include 100% of multi-family housing in Bloomington-normal.
- Expand coverage of commercial food waste composting program to include 75% of commercial food waste volume.
- Contingent upon positive study results, add anaerobic digester technology to food waste recycling program.

## Section 1. Introduction

McLean County's only remaining landfill will close in 2018. A reliable source of revenue that has long funded solid waste planning and outreach efforts will disappear with that closure. Coupled with issues such as stagnating recycling rates, fluctuating commodity prices, and problematic waste management issues such as e-waste and household hazardous waste, municipal solid waste disposal faces numerous challenges in the Bloomington-Normal and McLean County area in the coming years. However, over four decades of successful local waste programs with strong participation rates indicate a positive environment for further improvement in the short and long term.

McLean County currently landfills over 150,000 tons of materials per year. Most of this material is recoverable, and has significant potential environmental and economic benefits. The imminent closure of the County's only remaining landfill offers an opportunity to make dramatic improvements in waste materials management programs, creating new jobs and other economic opportunities while avoiding transporting and disposing of these materials outside the County.

The original McLean County Integrated Solid Waste Management Plan was approved in 1992, with five-year updates approved in 1997, 2002, 2007, and 2012. The next five-year update was due in 2017, but significant changes in the waste management landscape since 1992 led the McLean County Solid Waste Technical Committee to unanimously support the creation of a new 20-year solid waste plan. A new plan, in contrast to another five-year update, allows for a fresh start, taking the improvements in recycling strategies and systems, fluctuations in commodity markets, contemporary perspectives and behaviors by residents on waste issues, and new and emerging technologies for more efficient waste management into consideration.

Upon review, approval, and adoption consistent with the Illinois Solid Waste Planning and Recycling Act, this document replaces the 1992 McLean County Integrated Solid Waste Management Plan as the guiding document for solid waste management in McLean County, the City of Bloomington, and Town of Normal.

## Section 2. Mission Statement

The County of McLean, City of Bloomington, Town of Normal, McLean County Regional Planning Commission, and the Ecology Action Center, in order to manage municipal solid waste in a responsible and cost-effective manner seek to develop a 20-year progressive plan for waste reduction, recycling, composting, and disposal.

## Section 3. Resource Management Plan Goals

The McLean County Solid Waste Technical Committee developed and approved the following goals for the 2017 McLean County Recovery and Resource Management Plan at its meeting on November 3, 2015.

**Goal 1:** Significantly reduce the amount of solid waste requiring disposal through increasing source reduction, reusing, recycling, and composting

**Goal 2:** Manage the remaining solid waste disposal in an efficient, equitable, and environmentally protective manner, consistent with the solid waste hierarchy

**Goal 3:** Adopt secure, long-term funding mechanisms that provide sufficient revenue for all local waste program needs while providing incentives for increased waste reduction and diversion

## Section 4. Current Waste Management Situation

### A. Landfill Capacity

ADS/McLean County Landfill #2, located on the west side of Bloomington just outside city limits, is privately owned by American Disposal Services of Illinois, Inc., a subsidiary of Republic Services.<sup>1</sup> It was opened in 1990 and in 2008 was permitted for a lateral expansion. The total permitted landfill area is 55 acres with a design capacity of 3,994,000 cubic yards.

According to the January 1, 2017 assessment<sup>2</sup>, only 174,992 cubic yards of capacity remain. The McLean County Landfill is expected to begin closure procedures around March of 2018. The declining capacity has been monitored for several years and is one of the original factors driving the decision to create a new twenty-year solid waste plan.

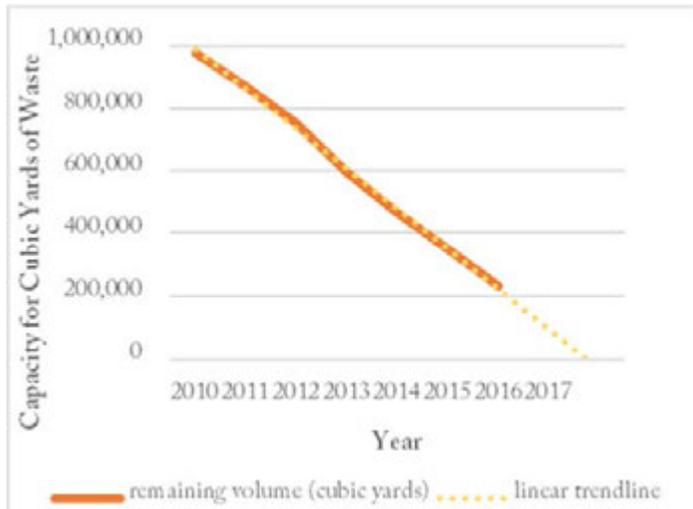


FIGURE 2: McLEAN COUNTY LANDFILL CAPACITY

Most McLean County waste that is not diverted is landfilled at the ADS/McLean County Landfill #2. Per data collected for the Ecology Action Center's calculation of the 2016 waste generation rate and recycling rate for McLean County<sup>3</sup>, 185,487 tons or 96.4% was landfilled at the McLean County Landfill, while 7,009 tons or 3.6% was disposed of at the Area Disposal Company Clinton Landfill.

The vast majority of waste that is ultimately landfilled in McLean County is generated in the urban area—the twin cities of Bloomington and Normal. Of the 192,496 tons of waste landfilled in 2016, an estimated 44% or 84,685 tons was generated in Bloomington, 31% or 59,299 tons in Normal, with only 25% or 48,512 tons generated in the rest of McLean County.

Bloomington and Normal have a joint contract with Republic Services/Allied Waste for disposal of municipal solid waste collected, by City of Bloomington and Town of Normal waste trucks respectively. While the McLean County Landfill is anticipated to reach capacity in less than a year, the current waste contract between Republic/Allied and the two municipalities automatically renews each year through March 1, 2019 (unless one of the parties opts out with

1. While Republic Services is the name most commonly used, we use the names ADS, American Disposal Services, Republic Services, and Allied Waste interchangeably to refer to Republic Services. Use of the alternate names is usually relative to a reference to primary source documents where an alternate name/subsidiary name might be in use.
2. See Appendix C.
3. See Appendix F.
4. See Appendix D.

90 days notice).<sup>4</sup> In fact, the waste contract itself is not dependent upon the McLean County Landfill; as it stands currently, local waste may be deposited at the McLean County Landfill or it might sometimes be transported the Pontiac Landfill, in Livingston County, also owned and operated by Republic Services/Allied Waste. If the current waste contract extends beyond the life of the McLean County Landfill, Republic Services will simply begin to transport all of the Bloomington and Normal waste from the transfer station at the McLean County Landfill to Livingston County.

McLean County also has an agreement with the landfill; the 2004 Host County Agreement between American Disposal Services of Illinois (ADS)<sup>5</sup> and the County of McLean, Illinois provides for a Host Benefit Fee which "...shall be \$15,000.00 per month or \$2.54 per ton of Nonhazardous Solid Waste disposed of at the Landfill or Expanded Landfill per month, whichever is greater. Such payments shall conclude on such date that ADS or its successor/ assignee permanently ceases the acceptance of Nonhazardous Solid Waste at the Landfill or Expanded Landfill, whichever date is later."

This agreement also requires ground water monitoring by ADS semi-annually as long as the landfill remains in operation and until thirty years after the Illinois EPA certifies the closure of the landfill. Groundwater samples indicating possible contamination will require repeat testing; evidence of a contaminated well will require that ADS provides an alternate potable water supply to that property owner which could include a new well. The agreement also requires that ADS maintain an environmental pollution liability insurance policy. The host agreement expires thirty years after the closing of the landfill.

## B. Stagnating Recycling Rates

The EAC annually calculates the amount of total waste generated and what percentage of that waste was recycled to measure progress towards a general waste reduction and increased recycling goal. McLean County raised the recycling rate goal from 25% to 40% as part of the 2002 five-year update to the 1992 McLean County Integrated Solid Waste Management Plan after reaching the initial 25% target.

Since 2002, the annual community-wide recycling rates gradually increased overall but did not meet the 40% until 2016. Ten years of stagnating recycling rates despite ongoing improvements in local recycling programs was finally changed by the introduction of a more significant initiative. In April 2016, both the City of Bloomington and the Town of Normal begin sending "bulky" curbside waste, meaning furniture, remodeling materials, shingles, and similar larger trash items, to the local construction and demolition recycling facility instead of the landfill. With even less than a full year of implementation, this new strategy had a significant impact on the overall recycling rate, pushing it beyond 40% for the first time ever.

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5. See Appendix B.

year	total MSW recycled	total MSW landfilled	total MSW generated	change from previous	total recycling rate
2005	68,182	153,884	222,066	-5.6%	30.7%
2006	75,959	159,396	235,355	6.0%	32.3%
2007	93,065	164,101	257,166	9.3%	36.2%
2008	98,220	163,202	261,422	1.7%	37.6%
2009	80,202	148,089	228,291	-12.7%	35.1%
2010	80,515	134,325	214,840	-5.9%	37.5%
2011	71,099	136,927	208,026	-3.2%	34.2%
2012	66,737	116,342	183,079	-12.0%	36.5%
2013	73,833	121,991	195,824	7.0%	37.7%
2014	85,196	141,068	226,264	15.5%	37.7%
2015	92,585	159,083	251,668	11.2%	36.8%
2016	73,760	103,459	177,219	-29.6%	41.6%

TABLE 1: MCLEAN COUNTY WASTE GENERATION AND RECYCLING RATES  
2005-2016

The significant impact of this single strategy greatly emphasizes that while recycling options and services in McLean County and Bloomington-Normal are extensive and often better than what is found in many other Illinois communities, to make meaningful progress toward reaching and exceeding the current and future recycling rates goals, a much more strategic and holistic approach is necessary.

### C. Numerous and Diverse Recycling and Waste Services

Bloomington-Normal and McLean County boast a wide variety of recycling and waste options for residents and businesses with services offered by public sector and private sector entities in addition to multiple successful public-private partnerships.

The charts that follow outline services available.

**TABLE 2: CURRENT RECYCLING PROGRAMS AND FACILITIES**

Program	Waste Stream	Public or private	Location/comments
Residential curbside single stream recycling collection	Mixed materials - paper, cardboard, cans, bottles, most plastic containers, etc.	Public	Town of Normal <i>65% participation rate as of April 2017; many Normal residents use drop-off program instead</i>
Residential curbside single stream recycling collection	Mixed materials - paper, cardboard, cans, bottles, most plastic	Public	City of Bloomington <i>80% participation rate as of June 2017</i>
Residential recycling drop-off program	Mixed materials - paper, cardboard, cans, bottles, most plastic	Public	Six locations in the Town of Normal
E-waste recycling	All CEDs, EEDs, including CRTs	Public	Town of Normal Public Works <b>2016: 419 tons recycled</b>
E-waste recycling	Most CEDs and EEDs, excluding CRTs	Private	Home Sweet Home Ministries Mission Mart <b>2016: 50.2 tons recycled</b>
E-waste recycling	Most CEDs and EEDs, excluding CRTs	Private	Habitat For Humanity ReStore
E-waste recycling	Most CEDs and EEDs, excluding CRTs	Private	BestBuy
E-waste recycling	Most CEDs and EEDs, excluding CRTs	Private	Goodwill Industries
E-waste recycling	Most CEDs and EEDs, excluding CRTs	Private	Henson Disposal
Textile recycling	Clothing, sheets, towels, etc.	Private	Home Sweet Home Ministries Mission Mart
Food scrap composting program	Commercial and institutional food waste	Private-public	Midwest Fiber hauls to Better Earth Compost in Bartonville
Pharmaceutical disposal	Prescription and non-prescription drugs	Private-public partnership	OSF Eastland Pharmacy, Advocate-BroMenn Atrium Pharmacy, Chenoa Pharmacy, Walgreens Veterans Parkway
Pharmaceutical disposal including controlled substances	Prescription and non-prescription drugs including controlled substances	Public	Town of Normal Police Department, City of Bloomington Police Department, McLean County Sheriff's Department, ISU
Mattress recycling	Mattresses and box springs	Private	Kern Mattress Outlet
Plastic bag/film Recycling	Plastic grocery bags, newspaper sleeves, dry cleaning bags, electronic wrap, plastic cereal box liners, Tyvek shipping envelopes, bubble wrap, product wrap from paper towels or toilet paper	Private	Most grocery stores
TerraCycle recycling	Nontraditional items	Private	Various locations
Eyeglass recycling	Used eyeglasses	Private	Lion's Club
Hearing aid recycling	Used hearing aids	Private	Lion's Club
Household Hazardous Waste collection	Thousands of residentially generated household hazardous waste items	Public-private	Ecology Action Center
Construction and demolition recycling	Shingles, wood, drywall and plaster, metals, cardboard & paper, aggregate materials, glass, vinyl siding, bulk and clear plastic	Private	Henson Disposal C & D Recycling Facility
Scrap metal	Iron, aluminum, all other metals	Private	Behr Metals
Appliances	White goods	Public or	Municipalities or private haulers
Brush and/or yard waste	Wood yard waste or vegetation	Public	Municipalities
Mercury thermostats	Mercury containing thermostats	Public	Normal Public Works
Fluorescent bulbs	CFL or tube fluorescent	Private	Box hardware stores, Batteries Plus Bulbs
Non rechargeable batteries	Watch batteries through AAA, C, D, 9V, etc.	Private	Interstate Batteries and Batteries Plus Bulbs <sup>6</sup>

TABLE 3: RURAL MCLEAN COUNTY MUNICIPAL RECYCLING PROGRAMS

Village/Town	Recycling Program Type	Materials Accepted	Special Recycling
City of Chenoa	Curbside	Single stream	Electronics collection bin
City of LeRoy	Curbside	Single stream	
City of Lexington	Curbside	Single stream	
Village of Arrowsmith	Curbside		
Village of Bellflower	Drop-off	Metals, paper	
Village of Carlock	Curbside	Single stream	
Village of Colfax	Curbside	Single stream	
Village of Cooksville	Curbside	Single stream	
Village of Danvers	Drop-off		
Village of Downs	Curbside	Single stream	
Village of Ellsworth	Curbside	Single stream	
Village of Gridley	Curbside	Single stream	
Village of Heyworth	Curbside	Plastics, cardboard, newsprint	Electronics drop-off twice a month
Village of Hudson	Curbside	Single stream	
Village of McLean	Curbside	Single stream	
Village of Towanda	Drop-off with some curbside areas	Single stream	

## D. Recycling and Waste Education and Outreach

As the solid waste agency for Bloomington, Normal, and McLean County, the EAC provides a number of services intended to increase participation in local recycling and waste reduction. Table 4 briefly lists some of the core education and outreach efforts under the “McLean County Solid Waste Program”. For a more detailed listing, please consult Appendix E, the *2016 Solid Waste Program Report*.

TABLE 4: RECYCLING EDUCATION AND OUTREACH

Program	Target Audience	Location	Comments
<b>Youth classroom waste and recycling education</b>	Fourth grade	McLean County	Nearly universal reach, visits to virtually every fourth grade classroom
<b>Youth waste and recycling education</b>	Young library visitors	McLean County	
<b>Public recycling and waste presentations and information booths at public events/health fairs</b>	Community groups, service organizations scouts, college classes	McLean County	
<b>Social media outreach</b>	Adults of all ages	McLean County	Nearly 75,000 interactions in 2016, well over twice the EAC’s goal
<b>Traditional media outreach and newsletters</b>	Adults	McLean County	Paid promotions or feature stories; both help raise awareness of issues
<b>Recycling information center</b>	All sectors	McLean County	Community-wide information center on recycling and waste issues, answering phone, in-person, or email inquiries
<b>Online recycling and waste directory</b>	All sectors	McLean County	Extensive and heavily used online recycling listings for all public programs and many private or nonprofit programs. Over 35,027 visits to these pages in 2016.
<b>Composting workshops</b>	Homeowners	McLean County	Hands-on build-your-own composter workshops with in-depth instruction on composting.
<b>Recycle Coach</b>	Residential	McLean County, with heavy Bloomington-Normal urban focus	User-friendly, browser based and smart phone application, geographic-based comprehensive information, Spanish language enabled

## E. Current Waste Composition and Disposition

In 2015, the Illinois Department of Commerce and Economic Opportunity published a report detailing the composition of municipal solid waste for each county in the state. We combined the *Illinois Commodity/Waste Generation and Characterization Study Update* data for McLean County with data collected locally by the Ecology Action Center through annual residential waste audits and the annual calculation of waste generation and recycling rates. Through this analysis, we have a very thorough understanding of the precise composition of waste generated in McLean County and what portion of that waste is landfilled versus recycled.

The following charts illustrate this breakdown and directly point to the waste streams where there remains the most significant room for improvement in waste recovery.

FIGURE 3: 2014 McLEAN COUNTY WASTE DISPOSITION

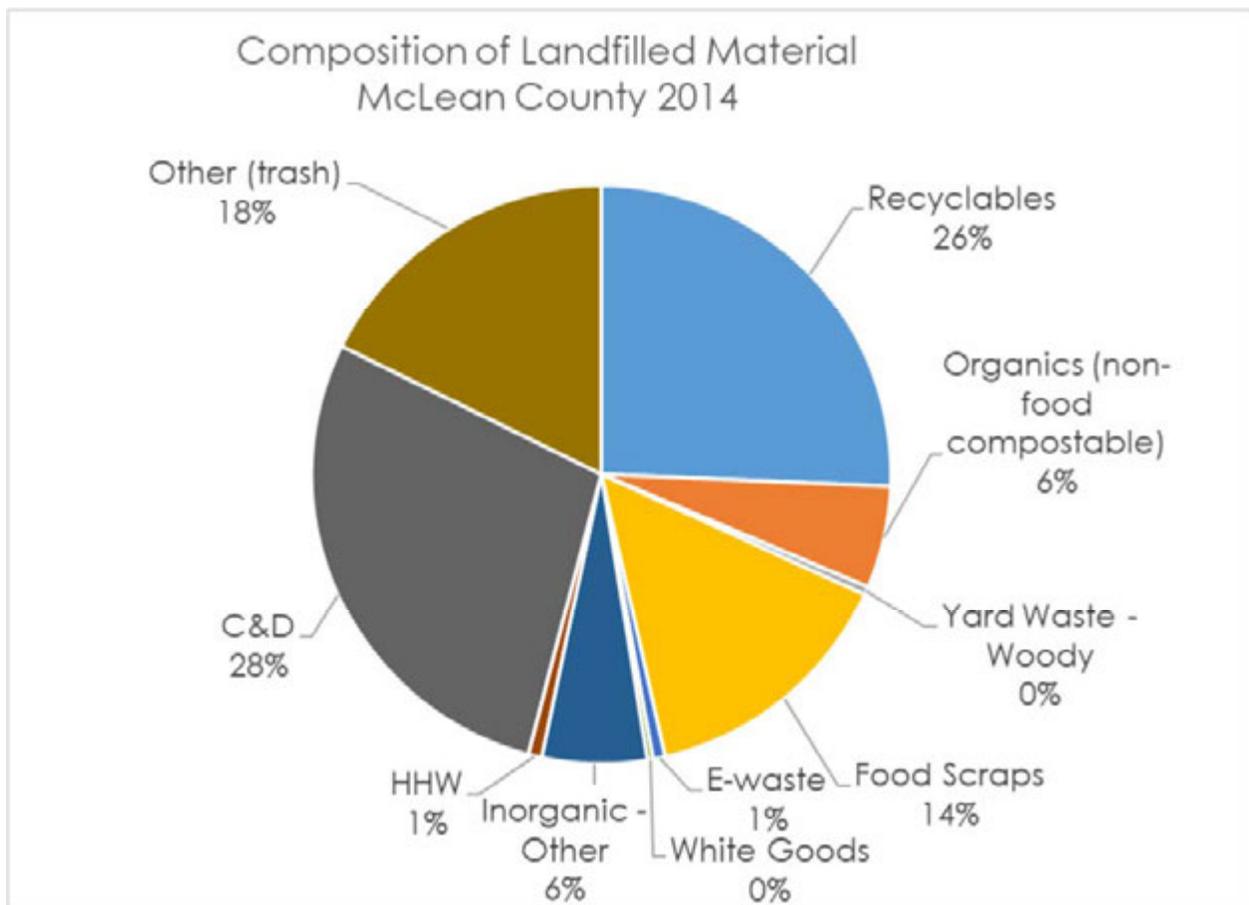


TABLE 5: 2014 MCLEAN COUNTY WASTE DISPOSITION

Material	Generation	Recovery	Recovery (%)	Disposal/Landfilled
Recyclables	82,830	36,323	43.9%	46,507
Organics (non-food)	16,550	6,215	37.6%	10,335
Yard Waste - Woody	2,020	1,202	59.5%	818
Food Scraps	29,410	2,875	9.8%	26,535
E-waste	2,600	1,369	52.7%	1,231
White Goods	2,910	2,342	80.5%	568
Inorganic -	18,700	8,094	43.3%	10,606
HHW	4,310	2,946	68.4%	1,364
C&D	53,500	2,345	4.4% <sup>7</sup>	51,155
Other (trash)	35,970	3,888	10.8%	32,082
<b>TOTAL</b>	<b>248,800</b>	<b>67,599</b>	<b>27.2%</b>	<b>181,201</b>

*(Source: Illinois DCEO Waste Characterization Study with additions from Ecology Action Center's 2014 Waste Generation and Recycling Rate Study)*

## F. Identified Service Gaps and Problem Areas

As shown in Table 5, McLean County Waste Disposition, there are multiple waste streams with significant potential for greater recovery. In Table 6, Waste Issues, we briefly explore some of the issues related to these deficient recovery rates and/or identify other known problematic waste issues that are not revealed through the waste disposition chart.

7. C & D materials recovery is now estimated to be as high as 21% as of 2016, following the move by the City of Bloomington and Town of Normal to send curbside “bulky” waste to Henson Disposal C & D Recycling.

**TABLE 6: WASTE ISSUES**

<b>Problem/Services Gap</b>	<b>Waste stream</b>	<b>Location</b>	<b>Comments</b>
<b>Multifamily housing recycling</b>	Traditional recyclables	Most locations	Curbside recycling services are only offered to single family homes in most areas
<b>Commercial recycling</b>	Traditional recyclables	Most locations	Perceived or real barriers to recycling remain an issue for many businesses or business districts
<b>Organics/food scrap recycling</b>	Organics	Most locations	Small scale/backyard composting has low participation rates, most residents or businesses perceive too many obstacles
<b>Household hazardous waste</b>	HHW	McLean County	Locally funded biennial HHW collection has reduced barriers to participation. However a permanent facility is needed to properly meet local and regional needs.
<b>Freon/coolant containing items</b>	Dehumidifiers, air conditioners, refrigerators	All locations except Bloomington and Normal single-family housing	Coolant containing items are often not cost-effective for the private sector to manage due to the low prices for metals but high costs of removing and disposing of coolant.
<b>Carpet recycling</b>	Carpeting	McLean County	Carpeting is a difficult material to recycle including sorting it from C & D materials without contaminating it in addition to the cost of shipping it to a market.
<b>End of school year student move out</b>	Furniture, clothing, e-waste, household goods	Normal around Illinois State University	Massive volumes of usable materials are discarded by students at the end of the system; small scale efforts to address this issue have had minimal impact.
<b>Construction and demolition recycling</b>	All construction materials – wood, metals, aggregate, drywall, vinyl siding	McLean County	Under-utilized C & D recycling options – less than 5% of C & D waste is currently recovered despite being a cost-effective
<b>E-waste</b>	Consumer electronics	McLean County	Few collection points, especially for costly items such as CRT monitors/tvs, collection points only located in Bloomington-Normal, unreliable system sometimes results in significant local costs for compliance with Illinois ban on electronics from landfills

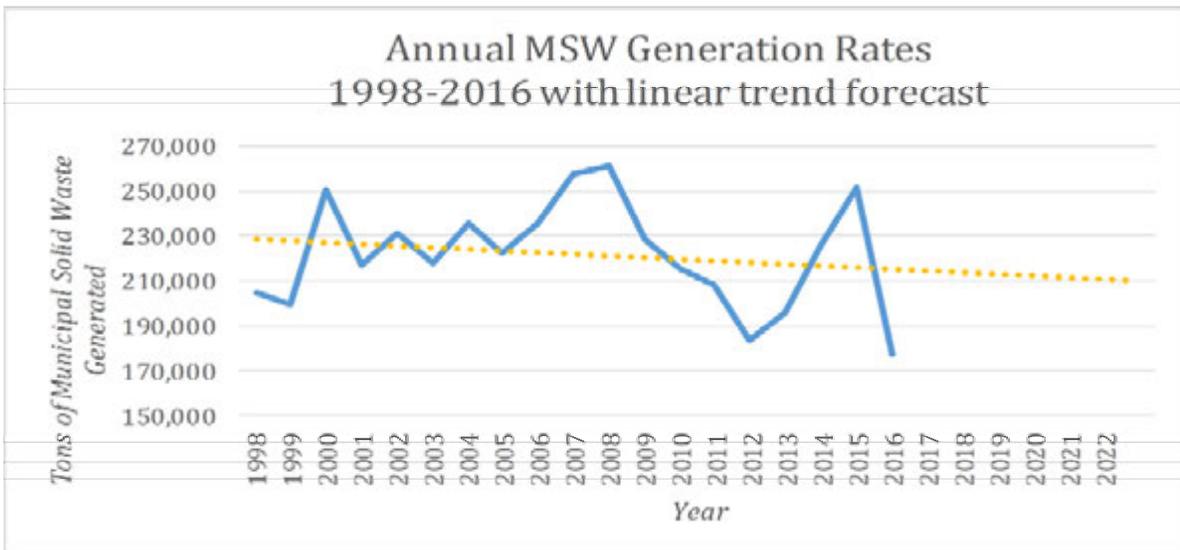
## Section 5. The Next Twenty Years

### A. Waste Composition Outlook

Over the next twenty years, total waste generation rates are projected to gradually decrease. Figure 4 plots annual municipal solid waste generation rates from 1998 through 2016 with a trend line forecasting the next five years. The existing trend based on local waste generation data indicates an approximate decrease of 6.11% over 18 years, or a rate of decrease of .34% per year.

The McLean County MSW composition is not expected to significantly change over the course of this solid waste plan. One waste stream with potential to change is dependent upon the success of growing commercial food waste composting initiatives. The establishment of a local composting facility that allows for more cost-effective food-waste services to be offered to food service operations and large institutions could help drive these entities away from what are often non-recyclable single-service containers and utensils towards instead fully compostable packaging that would be collected and recycled together with food scraps. The rate of this transition would likely be relative to the rate of adoption of these services by new commercial and institutional customers.

FIGURE 4: MUNICIPAL SOLID WASTE GENERATION PROJECTION



## B. Proposed New Waste Strategies

Six key strategies are the primary focus of the proposed 2017 Materials Recovery and Resource management Plan based on the challenges and system deficiencies identified in the tables above. These strategies each have strong potential for significant impact on waste recovery.

There are assumed costs within these proposed strategies, but there are also potential efficiency gains and other cost savings, private or private-public economic development opportunities, revenue potential, and possible alternative revenue sources. In the long term, cost avoidance will be key as fuel and labor costs for exporting waste to externally located landfills will eventually increase due to external economic forces, even if not in the short term.<sup>8</sup>

Given the anticipated loss of host fees with the impending closure of the McLean County Landfill, exploring alternate revenue sources to help support waste recovery programs would be beneficial to the long term sustainability of new services. Traditional funding such as host fees can be counter-productive as they have an inverse correlation to successful programs; the more waste recovery that occurs in a community with a landfill, the less funding is made available for waste recovery programs. Instead, and in the absence of a landfill or other Pollution Control Facility with a host agreement, voluntary waste fees that are directly correlated with recovery programs would increase funding for further waste recovery with increasing success.

The establishment of additional waste transfer stations could have multiple economic benefits including increased competition therefore more beneficial waste disposal rates or the possibility of new host agreements providing host fees as a new revenue source.

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8. Republic Services officials have indicated that a shift to Livingston County Landfill will not result in cost increases due to economies of scale possible at that site that are not available at the McLean County Landfill.

**TABLE 7: EVALUATION OF PROPOSED WASTE/RECYCLING PROGRAMS**

Proposed program/facility	Waste stream	Evaluation - Advantages/Disadvantages				Implementation time schedule	Proposed Location
		<i>Environmental</i>	<i>Energy</i>	<i>Life Cycle Cost</i>	<i>Economic</i>		
<b>Multi-family recycling initiative</b>	Traditional recyclables	Positive – more resources conserved	Neutral – increased local fuel use to collect more materials but decreased fuel use to export less to out-	Increased recovery benefits should outweigh program costs	Fluctuating commodity values can help or hinder. Long term, this program’s costs should be more cost effective than landfilling.	Launch pilot program within five years (by 2022). Expand to 50% community coverage by 2027. Increase coverage by 25% by 2032 and 2037.	N/A
<b>Commercial recycling initiative</b>	Traditional recyclables	Positive – more resources conserved	Neutral – increased local fuel use to collect more materials but decreased fuel use to export less to out-	Increased recovery benefits should outweigh program costs	Fluctuating commodity values can help or hinder. Long term, the costs of this program should be more cost effective than landfilling.	Launch pilot program within five years (by 2022). Expand to 25% community coverage by 2027. Increase coverage by 25% by 2032 and 2037.	N/A
<b>C &amp; D recycling initiative</b>	Construction and demolition materials	Positive – more resources conserved	Neutral – increased local fuel use to collect more materials but decreased fuel use to export less to out-	Increased recovery benefits should outweigh program costs	Fluctuating commodity values can help or hinder. Long term, the costs of this program should be more cost effective than landfilling.	Implement C & D recycling ordinance within one year of adoption of solid waste plan	Existing facilities or source separate on-site
<b>Organics/food waste recycling initiative</b>	Food scraps and other organic materials	Positive – more resources conserved and less methane emissions from anaerobic organic breakdown in landfill.	Neutral – increased local fuel use to collect food scraps for composting but decreased fuel use to export less to out-of-county landfills.	Increased recovery benefits should outweigh program costs	After initial capital investment, there eventually should be positive economic benefits especially from secondary products of compost and possibly energy generation.	By 2022: work with community partners to reduce food waste. Attract a new food scrap recycling facility to McLean County.  By 2027: Evaluate voluntary program vs. ordinance, start with goal to include 25% of waste stream. By 2032: expand coverage to 50% of waste stream and offer public residential drop-off. Expand to 75% of waste stream and investigate anaerobic digester technology for incorporation by 2037.	TBD
<b>HHW Permanent Facility</b>	Household hazardous waste materials	Very positive – reduction of hazardous materials disposed of improperly.	Net negative— Some positive in that some materials are fuel blended, but net impact is likely negative due to large costs to transport and dispose of most HHW.	Increased recovery benefits should outweigh program costs	Significant costs to run a permanent facility, but options to offset these costs include: collaborating with the IEPA to offer a public facility open to any Illinois residents or offer commercial materials disposal at a fee in order to offset the HHW costs. HHW facility can be significant regional draw, making it an economic development tool.	Feasibility study by 2022, launch process by 2027. Open facility by 2032.	TBD
<b>Increased outreach and technical assistance</b>	Administration, coordination, facilitation	Very positive – more time resources needed for success of above	No significant impact	Net positive	Increased recovery benefits and economic development should outweigh increased personnel costs	Increase personnel budget to allow for full time solid waste program technician in addition to existing solid waste staff.	Existing solid waste agency - EAC

## **Multi-Family Housing Recycling**

Single family households served by automated curbside single stream recycling see a high rate of participation in both Bloomington and Normal, but apartment buildings and other multi-family housing represent a significant gap in recycling services. Implementing a new program to address this deficiency may be possible as a voluntary program with assistance from the EAC or as an ordinance mandated jointly by both Bloomington and Normal.

Feedback from stakeholder groups indicated that an ordinance approach would have the benefit of “leveling the playing field” for all rental companies so any additional costs would not be disproportionately applied. Additionally, whether through a voluntary program or an ordinance, additional cost savings may be realized through a non-exclusive franchise agreement system, where the EAC identifies geographically dense routes and negotiates the best price for combined waste and recycling services for multi-family housing units in the bid area.

## **Commercial Recycling**

According to the 2015 Illinois Waste Characterization Study by Illinois DCEO, institutional, commercial, and industrial waste make up almost 43% of waste landfilled in Illinois; 48.6% of that may be recoverable.

Implementing a new program to address this deficiency may be possible as a voluntary program with assistance from the EAC or as an ordinance mandated jointly by both Bloomington and Normal. Understanding that the main barrier to commercial recycling is usually the bottom line impact on profitability, cost savings may be realized through a non-exclusive franchise agreement system, where the EAC identifies geographically dense routes and negotiates the best price for businesses in the bid area. This may be combined with an ordinance or as part of a voluntary system. Feedback from stakeholder groups indicated that an ordinance approach would have the benefit of “leveling the playing field” for all businesses so any additional costs would not be disproportionately applied.

## **Construction & Demolition Materials Recycling**

An estimated 21% of C & D waste is currently recycled in our community, with 51,155 tons landfilled annually. Construction and demolition waste reuse and recycling has proven to be economically feasible within the County; current tipping fees at the local C & D recycling facility are more economical than equivalent fees at the landfill. This is consistent with other areas in Illinois with C & D recycling including Lake County, where landfill rates and C & D recycling rates are relatively similar.<sup>9</sup>

Because of the cost savings and economic benefit provided to Bloomington-Normal, including lower tipping fees, C & D recycling should be increased by all means possible including an ordinance in Bloomington and Normal. This should be followed by an analysis of the benefit to the unincorporated areas of the County and other smaller municipalities. A C & D recycling ordinance on either the municipal or county level should allow flexibility in choice of recycling facilities; materials can be source-separated on-site by demolition crews to be recycled with

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9. Willis, Walter, Interview with Tom Bierma. Personal Interview. June 29, 2017.

various service providers or a C & D recycling facility may be used.

Other communities in Illinois have had success with a C & D recycling ordinance, including Lake County and the City of Zion. In a phone interview, Walter Willis, Executive Director of the Solid Waste Agency of Lake County, explained that there has been good compliance and very little resistance to the ordinance, which he attributed to including demolition waste haulers in the ordinance drafting process. The county ordinance was phased-in over time, beginning with larger demolition projects and eventually including smaller projects; Willis indicated that most municipalities in the area have followed the same process. The community of Grayslake, Illinois includes a “safety valve” in their C & D ordinance, allowing projects to seek exemptions from the mandate if the recycling cost is more than 10% more expensive than landfilling.<sup>10</sup>

### **Organics**

Food scraps comprise the bulk of landfilled organics, with only 10% of this volume currently recovered. A comprehensive sustainable food program must be implemented to reduce food waste, divert wholesome food to feed the hungry, and collect and utilize remaining food scraps. Food scrap collection should begin with the largest sources of food scraps, commercial and institutional food establishments.

Following the initiation of a systemic approach to reduce food waste, food recycling or composting should be improved through a voluntary system or the implementation of an ordinance to require food composting by large commercial or public institutions, restaurants, and grocery stores. Residential food waste can be addressed through a public drop off program; curbside food waste collection is unlikely to be cost effective in the near future.

Currently, a commercial food-waste composting service is provided by Midwest Fiber, providing transportation to Better Earth Compost in Bartonville, Illinois. The program is fairly small-scale currently, but a recent switch to Better Earth Compost as the food scrap recycler will allow for growth of the program. However, in the long-term, a more local, McLean County based compost facility would likely be the most cost effective option. Efforts should be made to facilitate the development of a new local facility.

Food waste composting creates possible revenue sources through secondary products like high quality compost or renewable energy. Methane generated and captured by anaerobic digesters can be used directly as an energy source or to generate electricity. This option should be investigated in the fourth quarter of the 20-year plan.

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10. Willis, Walter. Interview with Tom Bierma. Personal Interview. June 29, 2017.

### **HHW and Other Difficult or Nontraditional Materials**

Household hazardous waste (HHW) represents not only a significant environmental threat, but also a threat to the economic recovery of materials such as recyclables and organics. A permanent HHW collection facility should be established and funded in partnership with the Illinois EPA, which has the responsibility of helping local communities meet the need for HHW disposal. Opportunities should also be explored to improve or create programs for the recovery of electronic wastes, Freon or other coolant-containing white goods.

Illinois EPA has partnerships with four public HHW facilities, three of which are in the Chicago area and the fourth in Rockford. While the local partner funds and operates the facility, the Illinois EPA provides for disposal of all materials collected and absorbs the long-term generator liability for those materials. These public HHW facilities that collaborate with Illinois EPA are open to all Illinois residents to utilize free of charge and they accept most residentially-generated HHW materials, with a few exceptions. The EAC initiated discussions with the Illinois EPA about a downstate facility in McLean County and is currently on a list of interested communities; however, state funding for expansion of this program is currently on hold.

### **Increased Outreach and Technical Assistance**

Ongoing coordination above and beyond the EAC's current solid waste program staffing levels is necessary to achieve the economic and environmental benefits of a comprehensive waste materials management program. An additional full-time solid waste program technician will ensure the goals set out in this twenty-year Materials Recovery and Resource Management Plan are accomplished.

The plan's implementation will benefit from increased communication and cooperation. The EAC will help create an informal waste advisory group composed of representatives from local waste and recycling service providers, institutions, and other relevant entities. This advisory group will meet as needed to provide feedback and input on waste issues in the community. This group will assist in finding cost efficiencies or revenue increases to help offset program funding needs, including technical assistance, education and outreach, and HHW collection.

### **Future Waste Facilities**

This plan identifies the potential for multiple types of future waste processing, disposal, recycling, and/or composting sites. The specific locations of these potential sites are unknown. Throughout the implementation process priority will be given to sites outside immediate urban areas but near enough to be cost-effective, efficient and potential revenue generating sources. Size, expected costs and financing of these facilities are relative to the ultimately successful strategies listed for the identified priorities. Accordingly, these parameters will need to be worked out further along in the process and cannot be identified at this time.

## C. Automatic Recycling Rate Goal Increases

This twenty-year Materials Recovery and Resource Management Plan outlines aggressive strategies to address existing gaps in waste recovery services in Bloomington, Normal, and McLean County. Accordingly, successful implementation of these strategies should quickly result in a significant jump in the community wide recycling rate, beyond the 15-year old recycling goal of 40%. In order to help drive continued improvement over the course of the twenty-year plan, we have set recycling rate goals that increase automatically every five years, independently of the success of reaching the earlier goal.

- **2002 Recycling Rate Goal: 40% -- Goal met in 2016**
- **2022 Recycling Rate Goal: 50%**
- **2027 Recycling Rate Goal: 60%**
- **2032 Recycling Rate Goal: 70%**
- **2032 Recycling Rate Goal: 80%**

## Section 6. Appendices

### Appendix A: Focus Group Members

#### **Advisory Committee**

Missy Nergard, ISU Sustainability  
Rob Fazzini, Henson Disposal  
Tom Bierma, ISU Environmental Health

#### **Education and Outreach Focus Group**

Larissa Armstrong, Heartland Community College Green Institute  
Laurine Brown, IWU Environmental Studies  
Paul Center, State Farm  
Kris Hall, Ecology Action Center  
Rick Heiser, West Bloomington Revitalization Partnership  
Missy Nergard, ISU Sustainability  
Chris Trimble, Home Sweet Home Ministries

#### **Policy Focus Group**

Chris Coulter, Peoria Disposal Company  
Hannah Eisner, McLean County Administration  
Rob Fazzini, Henson Disposal  
Jim Karch, City of Bloomington  
Todd Lowery, Chamber of Commerce  
Mike Matejka, Great Plains Laborers District Council  
Cassie Metz, ISU Student Environmental Action Coalition  
Adrienne Ohler, Illinois State University  
Vasudha Pinnamaraju, McLean County Regional Planning  
Carl Teichman, IWU  
Dan Winters, Republic Services/Allied Waste

#### **Technology Focus Group**

Wayne Aldrich, Town of Normal  
Tom Bierma, ISU Environmental Health  
Phil Dick, McLean County Planning and Zoning  
John Hendershott, McLean County Health Department  
Mike O'Grady, Economic Development Council  
Randy Stein, BNWRD  
Marie Streenz, Midwest Fiber

**Multifamily Housing Stakeholder Group**

Paul Summerlin, The Edge

Harriet Steinbach, Illinois State University

Ryan Prevo, Young America

Billy Stripelik, Student Environmental Action Coalition & College Democrats

Courtney Lahr, Walk 2 Class

**Small Business Stakeholder Group**

David Cate, Eastland Mall

Joe Tully, Uptown Partners

Tricia Stiller, Downtown Business Association

John Walsh, Chamber of Commerce

Joe Neal, Monroe Center

**Institutional Food Service Stakeholder Group**

Diane Feasley, Illinois State University

Carl Teichman, Illinois Wesleyan University

Julie McCoy, District 87 Schools

Missy Nergard, Illinois State University

**Restaurant and Grocery Stakeholder Group**

Ryan Melton, Hy-Vee

Chris Campiseno, Jewel on Cottage

Rich Zeller, Avanti's

Appendix B: 2004 ADS McLean County Host Agreement

Signed

**HOST COUNTY AGREEMENT**

This HOST COUNTY AGREEMENT ("Agreement") dated this 21<sup>st</sup> day of September, 2004, by and between American Disposal Services of Illinois, Inc. ("ADS"), a Delaware Corporation; and the County of McLean, Illinois ("County");

**WITNESSETH:**

WHEREAS, ADS owns a parcel of land totaling approximately 73 acres as described and shown on Attachment A. The parcel described and shown on Attachment A is hereinafter referred to as "the Property"; and

WHEREAS, ADS currently operates a landfill as shown on Attachment B ("Landfill"); and

WHEREAS, ADS intends to file an application ("Siting Application") with the County for siting a new Pollution Control Facility Landfill. The new Pollution Control Facility Landfill footprint and surrounding property owned by ADS shall hereinafter be referred to as the "Expanded Landfill"; and

WHEREAS, it has been proposed that ADS pay to the County, and ADS is willing to pay the County, a Host Benefit Fee to be used for the purpose of assisting the County in addressing the impact, if any, that the operation of the Landfill or the Expanded Landfill may have upon the County and for other general revenue needs of the County as the County may deem appropriate; and

WHEREAS, the County desires to secure, and ADS is willing to provide landfill disposal capacity within the County for the waste generated by residents, commercial establishments, institutions and industries located within the County that it is permitted by law to accept for disposal; and

WHEREAS, ADS is desirous of earning the good will of the citizens of the County by demonstrating its good faith in educating the community as to the nature of its operations in the County and demonstrating that its landfilling operations are, have been and will continue to be conducted in an environmentally sound manner; and

WHEREAS, the County is desirous of protecting the health, safety and welfare of its citizens, and in assisting with public education in accordance with Illinois law; and

WHEREAS, the County has not consented to, concurred in or objected to the proposed plans of ADS for the Expanded Landfill, and nothing in this Agreement shall be deemed an indication that the County has adopted any position on the proposed Siting Application, nor on ADS' operation of the existing Landfill, including where technical or detailed operating requirements are set forth below; and

NOW, THEREFORE, in consideration of the covenants set forth in this Agreement, the parties hereto, intending to be legally bound, hereby agree as follows:

**1. Incorporation of Recitals:**

The above recitals are incorporated as part of this Agreement as though fully set forth herein.

**2. Lands Covered.**

This Agreement covers the Property as described and shown in Attachment A and the Expanded Landfill.

**3. Effective Date.**

This Agreement shall be effective as of \_\_\_\_\_, 2004.

**4. Expiration Date.**

This Agreement shall expire on the later to occur of 30 years after the closing of the Landfill or 30 years after the closing of the Expanded Landfill.

**5. Ban on Hazardous Waste.**

ADS shall not knowingly accept, treat, or dispose of any waste which is defined as hazardous by the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq. (the "Act") or the regulations adopted thereunder ("Hazardous Waste") at the Property. ADS shall comply with all applicable regulations of the Illinois Pollution Control Board ("IPCB") relative to load checking and shall immediately inform the County orally and in writing of any Hazardous Waste that has been accepted, received, stored, treated, disposed, or transported to or from the ADS Property.

**6. Guaranteed Landfill Capacity.**

Subject to the conditions set forth below, and if siting approval is received, for 7 years from the date that ADS obtains final, unappealable permits from the Illinois Environmental Protection Agency ("IEPA") to develop the Expanded Landfill, ADS shall provide the County with disposal capacity at the Landfill and Expanded Landfill for all of the solid waste and special wastes, which ADS is permitted by law to accept for disposal, which are not defined as Hazardous Waste ("Nonhazardous Solid Waste") and which are generated within the County's boundaries. ADS' obligation to provide the County with disposal capacity shall extend only to Nonhazardous Solid Waste which is initially generated and abandoned or discarded within the County, and specifically excludes out-of-county waste that may be delivered to a waste transfer station located within the County.

Prior to the first of each calendar year during the operating life of the Landfill and the Expanded Landfill, the County shall provide ADS with an estimate of the amount ("Annual Estimate") of Nonhazardous Solid Waste it expects to be generated within the County for that year, using methodologies which are consistent with the methodologies used to prepare the Needs Assessment portion of the County's Solid Waste Management Plan. Each year during this term, ADS shall reserve sufficient capacity to dispose of the quantity of Nonhazardous Solid

Waste estimated by the County. The County reserves the right to increase its Annual Estimate by up to 20% at any time in the event unforeseen circumstances, including but not limited to natural disasters such as storms and tornadoes, render its original estimate inadequate. The reservation of disposal capacity for the County's waste shall not be cumulative, and should the estimated disposal capacity not be utilized by the County during any calendar year, that capacity may be utilized for other than County waste. ADS agrees to comply with the procedures specified in Attachment C hereto, or with other procedures approved in advance by ADS and the Regional Pollution Control Site Hearing Committee of the McLean County Board, in submitting to the County an annual determination of ADS' remaining landfill capacity and in implementation of Section 6 of this Agreement.

**7. Assignment of Rights.**

This Agreement shall be binding upon ADS and its controlling interest transferees, successors and assigns. The Regional Pollution Control Site Hearing Committee may require an additional written commitment by the transferee to assume and comply with the duties and obligations of this Agreement. Further, any such conditions imposed upon the transferee pursuant to this Agreement may be modified by agreement between the transferee and the Regional Pollution Control Site Hearing Committee of the McLean County Board.

**8. Covenant.**

This Agreement shall constitute a covenant in the nature of a covenant running with the land. ADS agrees to execute all additional documents necessary for the recording of this Agreement in the chain of title all of the Property and Expanded Landfill.

**9. Records.**

ADS shall provide the County, free of charge, copies of all of the following documents in any manner connected with the Property and the Expanded Landfill:

- a. those submitted by ADS or its agents or consultants to any state or federal environmental regulatory agency; and
- b. correspondence with any state or federal environmental regulatory agency; and
- c. those filed with or received from any state or federal regulatory agency relevant to charges, complaints or citations or environmental violations made by any governmental authority; and
- d. those deemed reasonably adequate and sufficient by the Regional Pollution Control Site Hearing Committee of the McLean County Board pertaining to the amount of Nonhazardous Solid Waste received and the County which generated that waste.

**10. Well Monitoring.**

ADS shall contact the owners of record as of the Effective Date of this Agreement of all water supply wells within 1,500 feet of the perimeter of the Property, by certified mail, return receipt requested, seeking permission from the owners to sample their wells, within 90 days of the Effective Date of this Agreement, for background, for two consecutive quarters in a six-month period, and for routine monitoring. After IEPA has issued an operational permit to construct the Expanded Landfill, by certified mail, return receipt requested, within 90 days of the issuance of the IEPA operational permit, ADS shall contact the owners of record of all water supply wells within 1,500 feet of the perimeter of the Expanded Landfill seeking permission from the owners to sample their wells. Within 90 days of the issuance of the IEPA operational permit, for background, for two consecutive quarters in a six month period, and for routine monitoring, ADS shall use its best efforts to obtain permission to monitor the wells. The County may assist ADS in obtaining permission to access the wells from the property owners. The well monitoring program shall proceed as follows:

- a. ADS shall conduct, at its own expense, an initial assessment of each water well to determine construction and location information in conjunction with ADS.

- b. ADS shall, at its own expense, contract with a laboratory which has been awarded the IEPA certificate of approval to perform the specified chemical analysis. A certified copy of the IEPA license certificate shall be sent by ADS to the County in accordance with the notice provisions of Section 22 of this Agreement.
- c. In order to establish initial water quality, the concentrations or parameters in water samples from each water well shall be determined and reported for four consecutive quarters during the first year. The laboratory analysis shall be reviewed and interpreted by a licensed environmental engineering firm ("Third Party Consulting Firm") selected by the County. A report by the Third Party Consulting Firm shall be sent to the County in accordance with Section 22 of this Agreement. The analysis shall be for, but not limited to, those constituents contained for Class I groundwater in 35 Ill. Adm. Code 620.410 and the routine constituents listed in paragraph 10(d). Organic constituents, such as Volatile Organic Constituents (VOC's), pesticides, and herbicides within the Class I groundwater list may be sampled once during the first year.
- d. After the initial water quality has been established, each water well shall be sampled semi-annually by ADS as long as the Landfill and/or the Expanded Landfill remain in operation. The samples shall be analyzed for, but not limited to, the following list of routine constituents:

Chloride Cl, Total MG/L  
Sulfate SO, Total MG/L  
Total Organic Halogen (TOX) UG/L (Unfiltered)  
Nitrate-Nitrite N, DISS MG/L  
Boron B, Total UG/L  
Ammonia (NH<sub>3</sub> and NH<sub>4</sub>) as N, Total MG/L  
pH STD Units (Field Measured)  
T Alkalinity, as Ca Co, MG/L Lab  
Total Organic Carbon (TOC), as C, MG/L  
Residue on Evaporation (ROE), MG/L

The list of routine constituents may be expanded if such a need is demonstrated by the Third Party Consulting Firm selected by the County. All expenses associated with the Third Party Consulting Firm's services shall be paid by ADS.

- e. This sampling shall continue annually until thirty (30) years after the IEPA certifies the closure of the Landfill or the Expanded Landfill, whichever occurs later ("the term of this Agreement"), at ADS' expense.
- f. Reports relating to such monitoring shall be timely provided by ADS, at its own expense, to the County in accordance with the notice provisions of Section 22 of this Agreement and to owners of affected wells.

Should any of the semi-annual or annual test results demonstrate, as determined by the Third Party Consulting Firm selected by the County and paid by ADS, that the groundwater from a well has been contaminated, ADS shall cause to be monitored the well(s) on a quarterly basis for the routine list of constituents in paragraph 10(d) and annually for the background list of constituents in paragraph 10(c) during the term of this Agreement. If ADS can prove that the well was not contaminated by the Property or the Expanded Landfill, the well monitoring frequency shall return to a semi-annual or annual basis for the routine list of constituents in paragraph 10(d).

**11. Contamination.**

If, at any time after the date that ADS first accepts waste at the Expanded Landfill and during the term of this Agreement any water supply well located within 1,500 feet of the perimeter of the Property or the Expanded Landfill is contaminated by the Landfill or Expanded Landfill or by the other operations on the Property or the Expanded Landfill, ADS agrees to provide an alternate potable water supply to that owner, which may include a new well to replace the contaminated well, within twenty-four (24) hours of notification to ADS from the owner of the contaminated well that the well, based upon the laboratory analysis and the engineering interpretation of samples submitted to an IEPA certified laboratory, has been so contaminated as determined by the County through its third party consulting firm. For purposes of this Agreement, the terms "contaminated" and "potable" shall have the meanings ascribed to them as set forth in Sections 3.63 and 3.65 of the Act and as set forth in the Class I groundwater standards in 35 Ill. Adm. Code 620.410. Should the aforesaid laboratory analysis show that water from any of the covered water supply wells exceeds the Class I groundwater standards and the background concentrations, that water supply well shall not be considered to be contaminated until 30 days subsequent to the date ADS is notified of the laboratory analysis. Immediately

thereafter, the obligations of this paragraph shall become applicable and ADS shall be obligated to provide an alternate potable water supply as required hereunder. During that 30 days ADS shall provide the owner of that well with bottled or trucked-in potable water. Within 30 days, the County's Third Party Consulting Firm shall resample the well and analyze the sample for the constituent(s) which exceed(s) the Class I groundwater standard(s) and the background concentration(s) as established in paragraph 10(c) of this agreement. If the constituent(s) exceed(s) the Class I groundwater standard(s) and the background concentration(s), the well shall be considered contaminated and the well shall continue to be monitored for the routine list of constituents in paragraph 10(d) on a semi-annual basis.

ADS shall not be responsible to provide an alternative potable water supply, nor shall it be responsible for monitoring any more frequently than semi-annually, for any wells that ADS can prove were not contaminated by the Property or the Expanded Landfill or by other operations on the Property or the Expanded Landfill. All expenses associated with the work performed by the County's third party consulting firm in accordance with this paragraph 11 shall be paid by ADS.

**12. Property Value Guarantee Plan.**

ADS agrees to comply with the program described as the "ADS Property Value Guarantee Plan" set forth in Attachment D hereunto and hereby incorporated by reference herein.

**13. Environmental Contingency Provision.**

In addition to the financial assurance requirements of the State of Illinois, ADS shall obtain the unconditional guarantee of its obligations hereunder from its corporate parent, on the form set forth in Attachment E and hereby incorporated by reference herein.

ADS shall also maintain an environmental pollution liability policy of insurance in an amount not less than One Million Dollars (\$1,000,000) for each loss and Two Million Dollars

(\$2,000,000) for all losses for its Landfill or Expanded Landfill located in McLean County Illinois, naming McLean County, Illinois as an additional insured under the policy of insurance and shall provide the Regional Pollution Control Site Hearing Committee of the McLean County Board with a copy of the certificate of insurance in force and effect and annual proof in the form of an insurance certificate showing that coverage remains in force and effect in the amounts required naming McLean County, Illinois, as an additional insured.

**14. Cooperation with Economic Development Council (EDC) of Bloomington Normal, McLean County.**

ADS agrees to work with the EDC in using the Landfill and the Expanded Landfill as a means to help attract new commercial and industrial facilities to the County. This could include, at the County's request, ADS providing design and operating information on the Landfill and the Expanded Landfill and ADS offering a disposal agreement (terms to be negotiated on a case-by case basis) to these prospective businesses which secures the same guarantee of disposal capacity as is offered to the County.

**15. Host Benefit Fee.**

Commencing on the Effective Date of this Agreement, ADS shall pay to the County a Host Benefit Fee for Non-hazardous Solid Waste disposed at the Landfill or Expanded Landfill. It is also agreed that Pollution Control Waste is exempt from the Host Benefit Fee. The Host Benefit Fee may be used by the County for such benefits, services and facilities as are customarily and legally permitted to be funded from the County's general fund. The Host Benefit Fee shall be calculated as follows:

- a. Beginning on the Effective Date of this Agreement, the Host Benefit Fee shall be \$5,000.00 per month or \$1.27 per ton of Nonhazardous Solid Waste disposed of at the Landfill or Expanded Landfill per month, whichever is greater.

- b. Beginning on the date ADS is granted the final, unappealable permits by the IEPA to develop the Expanded Landfill, the Host Benefit Fee shall be \$15,000.00 per month or \$2.54 per ton of Nonhazardous Solid Waste disposed of at the Landfill or Expanded Landfill per month, whichever is greater. Such payments shall conclude on such date that ADS or its successor/assignee permanently ceases the acceptance of Nonhazardous Solid Waste at the Landfill or Expanded Landfill, whichever date is later.

The Host Benefit Fees hereinbefore described shall be payable to the County on a monthly basis commencing on the 15th day of the month after this Agreement is executed, and thereafter on or before the 15th day of each month thereafter. Any Host Benefit Fee payment not received by the County by the above deadline shall be subject to a late charge of one (1%) percent of the total Host Benefit Fee per month. Such late charges shall accrue per month or fraction of the month in which the payment is late.

Each Host Benefit Fee payment shall be accompanied by a form prescribed by the County and stating the weight of the Nonhazardous Solid Waste received by the ADS Property during the payment period providing such other information as may be necessary for the County to assure compliance with this Agreement. This form shall be signed by ADS. The County shall be entitled to audit business records of ADS not less than on an annual basis to verify the amount of the Host Benefit Fee payments. ADS shall make available to the County scale tickets, sales invoices, daily billing summaries, account records and such other business records the auditor may request to conduct the audit. Provided, however, that ADS may provide these records to the County as confidential business records and the County agrees that such records shall be kept confidential, consistent with Section 18 of this Agreement, and such confidential business records shall not be provided for review or disclosed pursuant to a request under the Freedom of Information Act, unless otherwise ordered by a Court of Law.

**16. Compliance with Applicable Laws, Rules and Regulations.**

ADS warrants that it will at all times conduct its operations at the Landfill and the Expanded Landfill site in material compliance with all applicable laws, rules and regulations of the State of Illinois and the United States of America relevant thereto. The acceptance of payment of the Host Benefit Fee under this Agreement shall not be construed as a waiver by the County of material compliance by ADS with all applicable laws, rules and regulations; nor shall acceptance of said payment by the County otherwise restrain or prohibit the County from taking such legal action as may be necessary to protect the health, safety and general welfare of the residents of the County in the event of any material violation of any said laws, rules or regulations by ADS.

**17. County Duties or Responsibilities.**

The terms of this Agreement shall not be construed in any manner to impose upon the County any duties or responsibilities to provide any services or facilities to ADS beyond those which the County customarily provides to residents and businesses of a similar nature within McLean County.

**18. County Solid Waste Management Plan.**

The County shall include reference to this Agreement in its Solid Waste Management Plan and any modification thereto, provided its inclusion and the process by which it is included is consistent with the requirements of the Local Solid Waste Disposal Act and the Solid Waste Planning and Recycling Act.

**19. Indemnification.**

This Agreement does not create any legal relationship between ADS and the County (such as a joint venture or partnership) with regard to operation of the Landfill or the Expanded Landfill. Nor does the County undertake, by virtue of this Agreement, any responsibility or

liability for compliance with any laws, rules or regulations relating to the operation of said Landfill or Expanded Landfill or the depositing, storage or control of any wastes within the area of the Landfill or the Expanded Landfill. In the event that the County should be joined as a defendant in any legal action relating to the operation of the Landfill or the Expanded Landfill by ADS or alleging any environmental liability regarding the Landfill or the Expanded Landfill relating to such operation on the basis of this Agreement, ADS agrees to indemnify and save harmless the County from such liabilities or damages as may be claimed in said legal action, together with reasonable attorney's fees, expert fees and costs incurred by the County to defend itself against such legal action, except for actions involving the negligence of the County, its agents, employees or representatives or for actions not related to this Agreement.

**20. ADS' Waste Acceptance Policy.**

Notwithstanding the provisions of this Agreement, ADS has no obligation to dispose of any waste that does not satisfy ADS' waste acceptance policy. However, ADS specifically agrees to accept for disposal, at no charge, dead animal carcasses which originated on County highways and are delivered to the Landfill or Expanded Landfill by the County Highway Department.

**21. Amendment to Agreement.**

This Agreement may not be amended except by an Agreement signed in writing by all parties hereto.

**22. Delivery of Notices.**

All notices under this Agreement, including notices required to be made to the Regional Pollution Control Site Hearing Committee or County Administrator shall be personally delivered or sent by certified mail to the Chairman of the McLean County Board, P.O. Box 2400,

Bloomington, Illinois, 61702-2400 and to ADS at 2112 West Washington Street, Bloomington, IL 61704 and all notices shall be effective upon receipt.

**23. Landfill Design and Operation.**

ADS shall have sole design control over the Landfill and the Expanded Landfill during the life of the facilities, subject only to the right of the County to require that it be designed in compliance with all applicable federal, state, and local laws and regulations.

ADS shall operate the Landfill and Expanded Landfill in a manner to minimize the impacts on the surrounding land uses. More specifically, the following operating standards shall apply to the operation of the Landfill and the Expanded Landfill.

a. Excessive Wind.

ADS shall stop accepting waste subject to wind entrainment and will cover the active face during excessive winds. A wind speed indicator shall be located at the active face of the Landfill and the Expanded Landfill within 30 days of the Effective Date of this Agreement. Excessive winds are defined as one or all of the following:

- i. during tornado warnings as reported by the National Weather Service for McLean County, Illinois.
- ii. when sustained winds reach 35 mph.
- iii. when site operations are not able to control paper blowing off-site, in the opinion of the Director of the McLean County Building and Zoning Department.

b. Litter Control.

ADS shall erect and maintain a 6-foot high chain link perimeter fence. ADS shall utilize a sufficient number of temporary litter fences placed end to end to line the entire leeward side of the active face. ADS shall inspect the Property and the Expanded Landfill on a daily basis to insure litter is being adequately controlled and ADS shall

have sufficient manpower available to pick up windblown paper if excessive litter accumulates due to excessive winds.

c. Dust Control.

ADS shall use its best efforts to prevent dust from leaving the Landfill and Expanded Landfill. ADS agrees to promptly correct said dust problems when identified by the McLean County Building and Zoning Director and communicated to ADS by same. *Spinkley*

d. Mud Tracking.

ADS shall provide and maintain a sufficient length of road on the Property and the Expanded Landfill to allow out-going trucks to reach a speed sufficient to aid in tire cleaning. ADS shall provide periodic cleaning of the paved main access to roads to the fill area to prevent accumulation of mud and fines.

e. Fire Protection.

To minimize the threat of fire at this facility, several steps shall be taken. This includes, but is not limited to, restricting public access, checking incoming loads for the potential for fire hazard, maintaining equipment, prohibiting smoking, and maintaining a gas detecting system. Instruction in fire fighting procedures shall be routinely provided for site personnel. Open burning shall be prohibited at the Landfill and Expanded Landfill.

The Landfill and Expanded Landfill shall maintain several types of equipment on-site that may be used in fire fighting efforts. Earthmoving equipment that is utilized on a daily basis for landfill operations may be used to move and apply cover material to smother fires. Cover material is readily available on-site for fire control purposes. The water truck, with full capacity, shall be available and on site to assist with fire control.

Water from the on and off-site retention basin locations shall be used as a supplementary source. Should a fire occur at the Landfill or Expanded Landfill, the burning material shall be removed to a pre-selected location away from the daily fill face and shall be segregated and smothered with clean soil. The Bloomington Township Fire Department shall be contacted by ADS if ADS personnel are unable to extinguish a fire. Emergency phone numbers shall be posted in the maintenance building and scale house. Radios shall be maintained on equipment and in the buildings for efficient communication.

The facility shall maintain a supply of fire extinguishers that can be utilized. These extinguishers shall be located in the maintenance building and scale house. Dedicated fire extinguishers shall be carried on the equipment at all times and can be utilized to control any small fire that may occur. Extinguishers shall be maintained in conformance with State and local fire codes and regulations.

f. Traffic Safety.

The transportation plan for the Landfill and Expanded Landfill utilizes the existing off-site roadways. It is expressly agreed by ADS that all vehicles entering and exiting the Landfill and Expanded Landfill shall have a gross weight not to exceed 73,280 pounds. These off-site roadways include Oakland Avenue. The traffic patterns of these public roads that access the facility have been analyzed and the operation of the Landfill has had a negligible effect on traffic in the site vicinity.

A combination of existing on-site all-weather roadways and newly constructed roadways are used for on-site traffic. The main entry roadway is located on Oakland Avenue. Fencing with a lockable gate restricts unauthorized access to the site. The main entry road located on Landfill or Expanded Landfill property shall have an all-weather surface from Oakland Avenue to the weight scale. The on-site road used for one- and

two-way traffic shall be a minimum of 10 to 20 feet wide, respectively. Also, all roadways shall be crowned to promote drainage. Mud tracking off-site is controlled by the travel distances from the active fill face to the County road and installation of rumble strips near the scale such that any loose mud shall be dislodged from the delivery vehicle prior to exiting the site. A sweeper shall be utilized to collect mud from on-site roadways and public roadways near the entrance, if necessary. Traffic signs are posted, where applicable, to assist vehicles with entering and exiting the facility, and accessing the active face. Only landfill and authorized personnel will be allowed into the Landfill and Expanded Landfill before or after operating hours. Trucks shall not be allowed to park on public roadways in front of or near the entrance. Arriving trucks must travel at least two truck lengths apart. All open trucks and trailers shall be tarped or covered and swept out at the active face prior to leaving the site. The drivers must come to a complete stop prior to exiting the main entrance. Drivers shall be periodically notified and reminded of the site procedures. Drivers who disregard these procedures shall be reprimanded and upon future infractions shall be denied future access to site.

g. Hours.

ADS shall accept waste Monday through Saturday at the Landfill and Expanded Landfill. Operating hours shall be no sooner than 6:00 a.m. and no later than 6:00 p.m. on Monday through Friday. Operating hours shall be 6:00 a.m. through Noon on Saturday. Exceptions may be made for declared emergencies, in which case the parties hereto shall abide by the rules and regulations of the Illinois EPA.

h. Noise.

ADS' landfill equipment shall have properly installed and operating manufacturer mufflers at all times.

**24. County Obligations.**

The County, provided that the Siting Application for the Expanded Landfill is approved, shall utilize its best effort to assist ADS in obtaining all necessary permits from the Illinois Environmental Protection Agency for the construction and operation of the Expanded Landfill.

**25. Force Majeure.**

The obligations with respect to the performance of this Agreement by either party (except for the payment of money, as explained further below) shall be suspended and extended in the event, and during the period, that such performance is prevented, hindered, or delayed by a cause or causes beyond the reasonable control of either party including, without limitation, Acts of God (except weather conditions normal for the geographic area of the facility); epidemic, landslide, lightning, tornado, earthquake, fire, explosion, flood or similar occurrence; an act of the public enemy, war, blockade, insurrection, riot, general unrest, civil disturbance or other similar occurrence that may have a material adverse effect on the construction or operation of the Landfill or the Expanded Landfill; and any change in Law which has a material effect on the construction or operation of the Landfill or the Expanded Landfill, including the order or judgment of any court, provided such order or judgment is not the result of negligence, failure or wrongful action or omission on the part of the party involved. In the event of disruption of services under any such circumstances, each party will make every reasonable effort to overcome the cause of cessation of services and to reopen the Landfill or the Expanded Landfill as soon as practicable after the cessation of the cause of suspension of services.

ADS' obligation with respect to the minimum \$5,000 Host Benefit Fee as required by Section 15(a) of this Agreement shall be suspended in the event that the IEPA does not timely complete review or grant ADS' permit application to develop, construct or operate the Landfill Expansion within the 180-day time period to do so pursuant to Section 39(a) of the Illinois

Environmental Protection Act, 415 ILCS 5/39(a). During the time of suspension, ADS shall pay to the County a Host Benefit Fee of \$1.27 per ton of Nonhazardous Solid Waste disposed of at the Landfill or Expanded Landfill per month until IEPA grants a final, unappealable permit to ADS for its Landfill Expansion. Thereafter, the provisions of Section 15(b) of this Agreement shall take effect.

**26. Enforcement.**

The parties agree that either party shall have the right to enforce this Agreement by an action in McLean County Circuit Court. Each party agrees to notify the other party of any alleged violation or breach of this Agreement, in an effort to resolve the dispute without requiring suit in McLean County Circuit Court.

**27. Notice of Violation**

Prior to commencing any suit to enforce this Agreement, the complaining party agrees to give the other party reasonable written notice of any alleged non-compliance, whereupon the parties agree to make a reasonable effort to resolve the alleged violation or dispute to the mutual satisfaction of both parties.

If a material violation of this Agreement is not corrected by ADS to the satisfaction of the County, the parties agree that the County may seek any and all appropriate relief.

**28. Confidentiality**

The County shall not disclose or release any documents, records, or other information that constitutes proprietary or confidential business information of ADS, including, but not limited to, information regarding customers and pricing to any third parties unless ordered to do so by the Court. It is intended that disclosure of such information be limited to public officials in their official capacity with the County who have a need to review such information for purposes of enforcing this Agreement.

**29. Insolvency, Bankruptcy and Memorandum of Agreement.**

If ADS, or its successors and assigns for purposes of this Agreement, shall (1) at any time during the term of this Agreement have proceedings in bankruptcy instituted against it and be unable to pay its debts as they become due, or (2) if any execution or attachment of the Property or the Expanded Landfill shall issue against ADS, or its successors and assigns for the purposes of this Agreement, whereupon the Property or the Expanded Landfill shall be taken or attempted to be taken, or (3) a receiver or trustee shall be appointed for the Property or the Expanded Landfill, or (4) if this Agreement shall, by operation of law, devolve upon or pass to any person or persons other than ADS, or its successors and assigns for purposes of this Agreement, then, and in each of said cases, County, at its election may terminate this Agreement and be discharged from any future obligations of performance. The parties agree to execute and record a Memorandum of Agreement setting out the identities of the parties, the existence of this Agreement, and a description of the Property or the Expanded Landfill.

**30. Severability and Applicable Law.**

If any provision or subsection hereof or the application thereof to any person or circumstances is held invalid, the other provisions of this Agreement and/or their applicability to other persons or circumstances shall not be affected thereby. It is declared to be the intent of this Agreement that the same would have been adopted had such invalid provision, if any, not been included herein. This Agreement shall be governed by the laws of the State of Illinois.

**31. Authority to Enter Into Agreement.**

ADS hereby represents and warrants that it is a valid and existing Delaware corporation authorized to do business in Illinois and that the individuals executing this Agreement have been duly authorized by the corporation to act on its behalf and enter into this Agreement. ADS agrees to provide the County with sufficient proof of said authorization which proof shall include

but not be limited to an appropriate corporate resolution authorizing the execution of this Agreement.

**32. Agreement Review and Amendments**

This Agreement shall be subject to review every year from the Effective Date of this agreement, or any amended agreement, at the request of either party. This provision does not prevent the parties upon mutually agreeing at any time to discuss problems or any matters of interest or concern. The purpose of the annual reviews will be to discuss the status of this Agreement, or any amended agreement, and allow each party to suggest further amendments based upon a change in circumstances arising since the time of this agreement or any amended agreement.

**33. Repeal of Tipping Fee Ordinance**

Upon execution of this Agreement, the County's Tipping Fee Ordinance and Agreement entered into by the parties hereto dated November 19, 1991, shall be repealed and rescinded respectively.

**34. Termination**

This Agreement shall terminate on the earlier date of either of the following two occurrences:

1. a final unappealable decision, ruling, order or ordinance is issued denying siting approval of the Siting Application for the Expanded Landfill, or the period of time to appeal such decision, ruling, order or ordinance has expired; or
2. a final, unappealable decision, ruling or order is issued upholding the denial of a permit from the IEPA to develop or operate the Expanded Landfill, or the period of time to appeal such decision, ruling or order has expired.

Notwithstanding the provisions of Section 33, if the Agreement is terminated, the County shall have the right to reinstate and/or reenact its Tipping Fee Ordinance and Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the signatures of their legally authorized representatives to be affixed hereto on the day and year indicated on the first page of this Agreement.

ADS OF ILLINOIS, INC.

BY: [Signature]

ITS: PRESIDENT

ATTEST:

BY: [Signature]

ITS: \_\_\_\_\_

COUNTY OF MCLEAN

BY: [Signature]

Michael F. Sweeney  
Chairman, McLean County Board



ATTEST:

BY: [Signature]

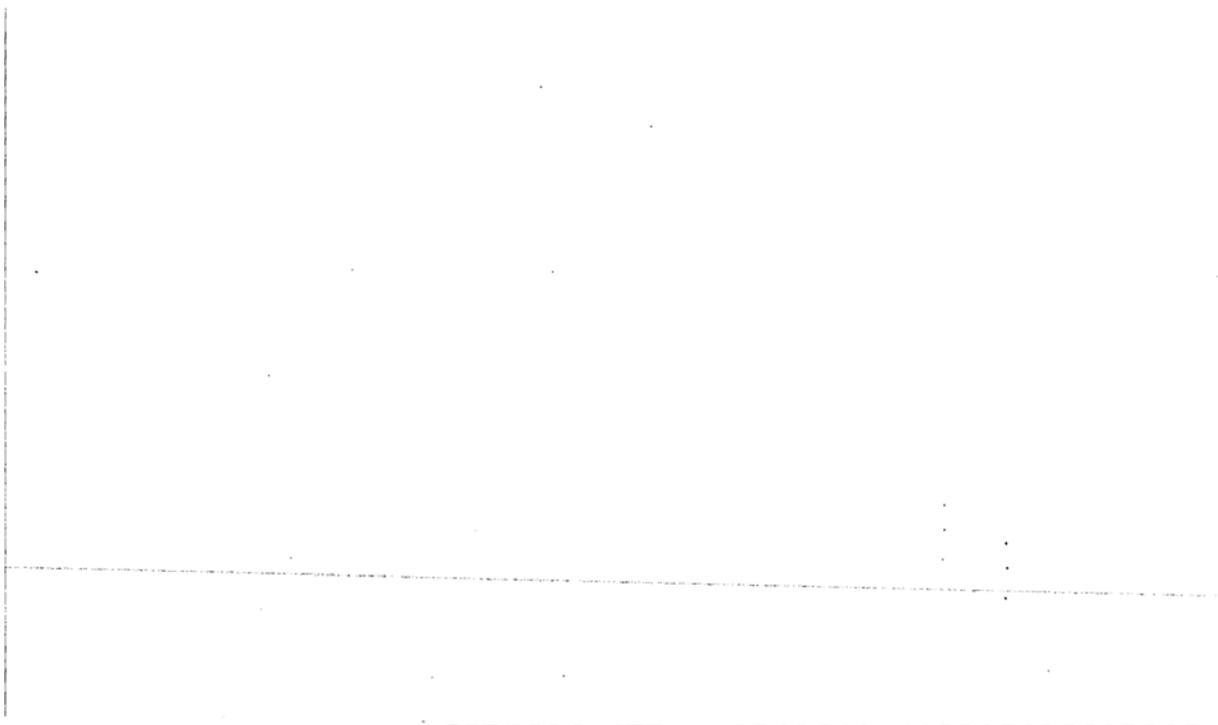
Peggy Ann Milton  
Clerk of the McLean County Board

**ATTACHMENT A**  
**DESCRIPTION OF PROPERTY**





**ATTACHMENT B**  
**MCLEAN COUNTY LANDFILL SITE PLAN**



**ATTACHMENT C**

**PROCEDURES FOR DETERMINING REMAINING  
CAPACITY**

**and**

**THE ORIGIN OF WASTE**

I.

**METHODOLOGY**

Calculation of the remaining capacity of a landfill involves calculating the volume between the existing grades and the permitted top of waste grade. The landfill owner or operator must survey the landfill's existing grades at the end of each reporting period. Specific requirements for the reporting period, topographic maps, and calculations are detailed below.

Reported Period. The recommended reporting period is from January 1 to December 31. This provides for a simple calculation of the annual usage of airspace. However, it is not always possible to conduct surveys on these dates; therefore, this is not a hard deadline. In any event, the surveys should be scheduled so that they are approximately one year apart and the calculations can be completed before the IEPA's reporting deadline. The landfill owner or operator is required to report the exact dates when the surveys were performed.

Topographic Surveys and Maps. Topographic surveys may be conducted using aerial photogrammetry, traditional field surveying methods, or a combination of these two methods. If a previous topographic map exists, only those areas affected by landfill development and filling need to be surveyed. Regardless of the method used, the survey shall be accurate to within one foot vertically. The horizontal scale of the resulting topographic map shall be equal to or greater than 1-inch equals 200 feet. The maximum contour interval shall be two feet. Aerial photogrammetry shall be used at least every 5 years. All topographic maps shall show the permitted limits of waste placement and the actual date of the aerial or field survey. Areas that exceed permitted horizontal and vertical limits shall be highlighted and noted on topographic maps.

The topographic maps showing the existing and previous grades will have to be modified to account for all permitted areas that are undeveloped, all stockpiles on the landfill, and any other features that could affect the remaining capacity calculations. The modifications are made by blending the contours of the topographic maps to those on the facility's design drawings. In all, three topographic maps will be used. These include: 1) grades at end of previous reporting period (and the beginning of the current reporting period); 2) grades at end of the current reporting period; and, 3) grades of the permitted top of waste surface. These three maps will be used to calculate the volume of airspace consumed over the reporting period and the volume of airspace remaining at the landfill. In theory, only the second map will need to be generated as the other were prepared for previous reports.

Airspace Calculations: Two volumes will be calculated. First, the airspace consumed over the reporting period is calculated by determining the difference between the grades of the top of waste (or the permitted base grades for undeveloped areas) at the start of the reporting period and the grades of the top of waste at the end of the reporting period. Second, remaining airspace is calculated by determining the difference between the grades of the top of waste at the end of the reporting period and the grades of the final top of waste surfaces.

Volume calculations can be performed using manual or computer methods. A typical manual method is an end-area cross section method. If this type of method is chosen, the distance between cross sections shall be sufficiently spaced to calculate the desired volumes.

A computer method may also be used to calculate volumes. If the topographic maps are in a CAD format, many software packages will calculate the difference between two surfaces. The difference between the two surfaces will be the airspace calculations. It is important that

any adjustments to the calculations or maps be made before finalizing the resulting calculations. These adjustments must be thoroughly documented in the submittal.

Whichever method is chosen, the landfill owner or operator shall attach all calculations and assumptions to the remaining capacity submittal to demonstrate the airspace volumes are correct.

Gate Receipt Calculations. Gate receipt calculations are important to show how much waste can be placed in the landfill on an as-received basis. The owner or operator is required to submit calculations demonstrating the total volume of all wastes accepted at the landfill during the reporting period. The total volume of all waste (including fee-exempt wastes) accepted during the reporting period shall coincide with the volumes and tonnage reported along with the host fee submittal. If the landfill is equipped with scales and the host fee is reported in tons, the as-received waste density in tons per cubic yard shall be submitted.

## II.

### WASTE ORIGIN

For purposes of determining the volume of the reserved disposal capacity actually utilized during any calendar year for waste originated from within the County pursuant to Section 6 of the Agreement, ADS shall provide the County with the volume it has determined was disposed that originated from within the County during any calendar year. ADS' determination shall be based upon computer-generated records maintained by ADS which identify each load by waste hauler and volume of waste disposed by that hauler, along with ADS' knowledge of the waste hauler's current and historic collection practice and geographic location covered by such collection practice. The County shall be entitled to review the

computer-generated records at ADS not less than an annual basis to verify the information provided by ADS. ADS shall make available to the County the scale tickets, and such other business records the auditor may request to conduct the review. Provided, however, that ADS may provide these records to the County as confidential business records and the County agrees that such records shall be kept confidential, consistent with Section 18 of this Agreement, and such confidential business records shall not be provided for review or disclosed pursuant to a request under the Freedom of Information Act, unless otherwise ordered by a Court of Law.

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**ATTACHMENT D**  
**PROPERTY VALUE GUARANTEE PLAN**

## ADS PROPERTY VALUE GUARANTEE PLAN

As a condition of the Host County Agreement with McLean County, which is incorporated by reference herein, ADS agrees to provide the following Property Value Guarantee Plan.

### I. Definitions

- A. The definitions of the terms defined in the Host County Agreement are to be utilized in interpreting this Plan.
- B. Additional definitions.
  1. "Application" means the application provided by ADS and completed by an Owner which is used to determine the eligibility of the Owner's Property under the Guarantee.
  2. "Appraiser" means a properly licensed appraiser by the State of Illinois.
  3. "Guarantee Certificate" means the certificate provided by ADS to an Owner establishing the Value of Property.
  4. "Guarantee Plan" means the Property Value Guarantee Plan of ADS set forth in this document.
  5. "Loss" means the difference between the Value at Sale and the Value shown on the Guarantee Certificate.
  6. "Occupied Dwelling" means a permanent building that is currently being used on a regular basis for human habitation.
  7. "Owner" means the legal entity, individual or individuals holding title to any Property or the legal entity, individual beneficiary or beneficiaries of a trust which holds title to any Property on the effective date of the Host County Agreement.
  8. "Property" means real property eligible to qualify for the benefits of this

Property Value Guarantee Plan. Property includes land, but only existing structures as well as improvements and additions to those existing structures.

9. "Realtor" means a person licensed by the State of Illinois to sell real estate.

10. "Sale of Property" means the transfer of the ownership of an Owner where the Owner is willing to sell and the Purchaser is willing to purchase the Property in an arms length transaction at a certain price.

11. "Value" means the fair market value of a Property evidenced by the Guarantee certificates as of the date of the Guarantee Certificate.

12. "Value at the Sale" means the fair market value of a Property at the time of Sale.

## **II. Eligibility for the Guarantee Plan**

Each Owner of real property of record, prior to the date ADS is issued an IEPA Permit to construct the Expanded Landfill, which is located within the area identified as being within one quarter mile of the Expanded Landfill, is eligible to qualify for the benefits of this Guarantee Plan with respect to the Owner's Property, provided there is an Occupied Dwelling on the real property that is within one quarter mile of the Expanded Landfill, subject to the terms and conditions stated in this Property Value Guarantee Plan and subject to such Owner's compliance with the requirements of this Property Value Guarantee Plan.

## **III. Procedure for Qualification**

### **A. Application.**

Within 60 days of the beginning of the permitted operation of the Expanded Landfill, ADS shall send, by certified mail, an Application to each taxpayer of record as determined by the authentic tax records of the County in which the real property is located for the real property

located within the area identified as being within one quarter mile of the Expanded Landfill. An Application shall be completed by the Owner and returned to ADS by the date specified in the Application which shall be no sooner than sixty days after the Application is mailed by ADS. Any owner failing to complete and return the Application within the specified time period will not qualify for the Property Value Guarantee Plan.

**B. Determination of Value.**

1. After receiving a completed Application from an Owner, ADS shall arrange for an Appraisal of the Property by an Appraiser to determine the Value of the Property. ADS shall make a copy of the Appraisal available to the Owner.
2. If an Owner disagrees with the Value of the Property as determined in the Initial Appraisal, the Owner may arrange for a second Appraisal at the Owner's expense, which Appraisal shall be completed by an Appraiser within 30 days of the Owner's receipt of the initial Appraisal. The Owner shall send Appraisal to ADS within two weeks of its completion. If the difference between the Appraisals is five percent (5%) or less of the greater Appraisal, the Value shall be the average of the two Appraisals. If the difference between the two Appraisals is greater than five percent (5%) of the greater Appraisal, then a third Appraisal shall be conducted by an Appraiser chosen jointly by the Owner and ADS and shall be completed within 90 days of the Owner's receipt of the initial Appraisal. The Value shall be determined from the third Appraisal. The cost of the third Appraisal will be shared equally by ADS and the Owner.

**C. Guarantee Certificate.** After determination of the Value of the Property, ADS shall send to the Owner a Guarantee Certificate which establishes that the Owner has qualified for the benefits of the Property Value Guarantee Plan and is entitled to compensation for any Loss directly attributable to the operation of the Expanded Landfill.

D. Revised Value. Upon request of an Owner, ADS will conduct a new Appraisal of the Property at ADS's expense if: (i) seven (7) years have elapsed since the issuance of a Guarantee Certificate with respect to the Property, (ii) at least \$10,000.00 in improvements to the Property have been documented, which improvements shall be of the type which would increase the tax basis of the Property under the Internal Revenue Code, and (iii) a copy of receipts or other written documentation for the improvements have been provided. Upon completion of the revised Appraisal, the Value of the Property will be adjusted and a revised Guarantee Certificate will be issued. If the Owner disagrees with the revised Appraisal, the procedure described in Section B.2 above shall be available to the Owner.

**IV. Benefits Provided by the Guarantee Plan**

An Owner who has qualified under the terms of the Guarantee Plan and received a Guarantee Certificate shall receive compensation from ADS for the portion of any Loss directly attributable to the operation of the Expanded Landfill based upon the initial determination of value as outlined above. Compensation paid by ADS will be equal to the portion of the Loss directly attributable to the past and current operations on the Expanded Landfill. The Guarantee Plan does not provide benefits for any Loss which is not directly attributable to the operation of the Expanded Landfill.

**V. Owner Agreements**

To be eligible to receive benefits under this Guarantee, an Owner shall:

1. Notify ADS in writing within two weeks after listing the Property for sale with a Realtor for 180 days;
2. Notify ADS in writing within one week of the receipt of an offer to purchase the

Property and include a copy of the terms of the offer signed by the potential buyer.

3. Accept any bona-fide offer during the 180 day listing period in which the Value of Sale meets or exceeds the Value of the Property.

4. If the Owner desires to accept an offer for less than the Value of the Property at any time, he or she shall first give to ADS the right, but not the obligation, to at any time within 30 days from its receipt of such notice to purchase the Property at the price offered by such other party; and

5. Permit ADS, its agents or employees the right to appraise the Property.

6. If ADS does not exercise its right under subsection V(A)(4); notify ADS in writing within one week of the execution of a contract to sell the property and include a copy of the contract.

**VI. Claims Procedure**

**A.** To be eligible for benefits under this Guarantee, the Owner must comply with the following claims procedure.

1. An Owner shall make a claim for benefits within 90 days of the closing of the sale of Property.

2. A Claim for benefits shall be filed with ADS and shall include a copy of a valid Guarantee Certificate, evidence of the Value of Sale and a report by an Appraiser demonstrating that the Loss in Value was directly attributable to the operation of the Expanded Landfill.

**B.** ADS may conduct its own Appraisal by an Appraiser to verify the Value at Sale and to determine the cause of any Loss.

**ATTACHMENT E**  
**ENVIRONMENTAL CONTINGENCY FUND**  
**GUARANTY**

This Environmental Contingency Fund Agreement (the "Guaranty") is made and entered into by and between McLean County, Illinois ("County") and ADS of Illinois, Inc. ("ADS") as part of the Host County Agreement (the "Agreement") with ADS to which this Guaranty is attached. This Guaranty is to be interpreted and constructed in a manner consistent with the Agreement and the defined terms contained in the Agreement are utilized in the construction and interpretation of this Guaranty. The Agreement is incorporated by reference herein.

In addition to the financial assurance requirements of the State of Illinois applicable to waste facilities of this type and kind, beginning on the Effective Date of the Agreement and continuing for a period of thirty (30) years subsequent to IEPA-certified closure of the Landfill or Expanded Landfill, whichever occurs later, ADS hereby agrees to provide up to \$1 million in the event ADS breaches and fails to cure any of its obligations within such time limits as may be contained in the Agreement or as may be reasonably imposed by the County in a notice served upon ADS by the McLean County Health Department (the "Health Department") for the investigation and remediation of (a) any release or substantial threat of release of a substance defined as hazardous pursuant to Section 101 of the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C., Section 9601, or pursuant to the Act and the regulations adopted thereunder ("Hazardous Substance") from the Landfill or the Expanded Landfill into the environment; or (b) any other conditions or occurrences subsequently caused by ADS' operations on the Landfill or the Expanded Landfill which create circumstances of substantial danger to the environment or to the public health, safety or welfare. Such notice from the Health Department shall include a copy of the investigation or, in the absence of a written investigation report, an adequate description of the factual circumstances at the Landfill or the

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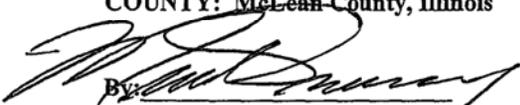
Expanded Landfill triggering ADS' obligation and/or remediation required to be performed by ADS and an opportunity for ADS to perform such remediation within a reasonable time. The County shall have the right to call upon ADS to perform this Guaranty, but only in the event that ADS fails, without legal cause rising to the level of a defense to an action brought by or on behalf of the United States Environmental Protection Agency or by the IEPA, to provide such remediation. The County shall have the right to obtain from the McLean County Circuit Court, in the Court's discretion, an Order allowing the County to call upon ADS to perform pursuant to this Guaranty for the purposes set forth herein.

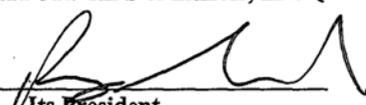
The County's right to call upon this Guaranty shall be in addition to any enforcement rights the County may have under this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

COUNTY: McLean County, Illinois

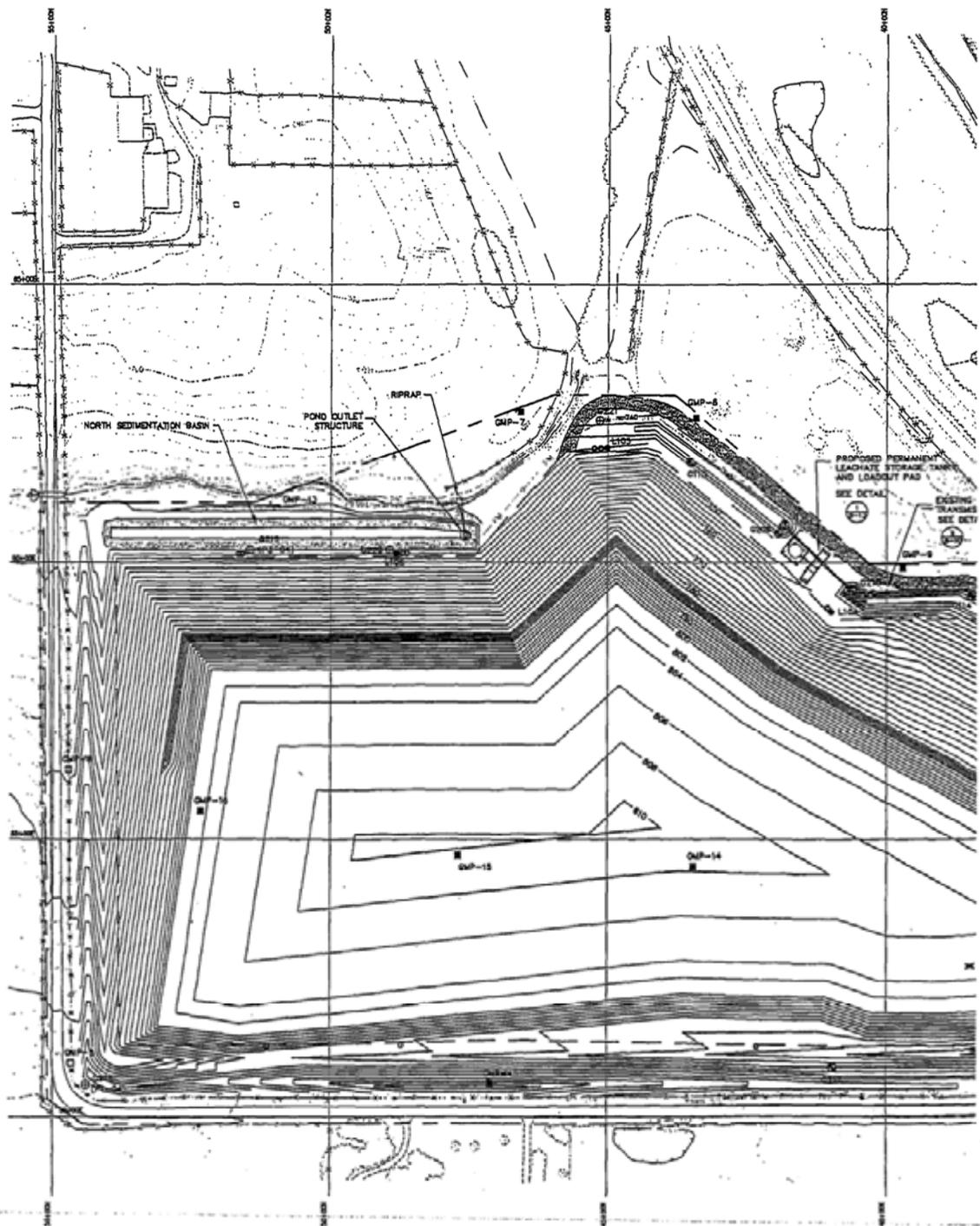
OPERATOR: ADS of Illinois, Inc.

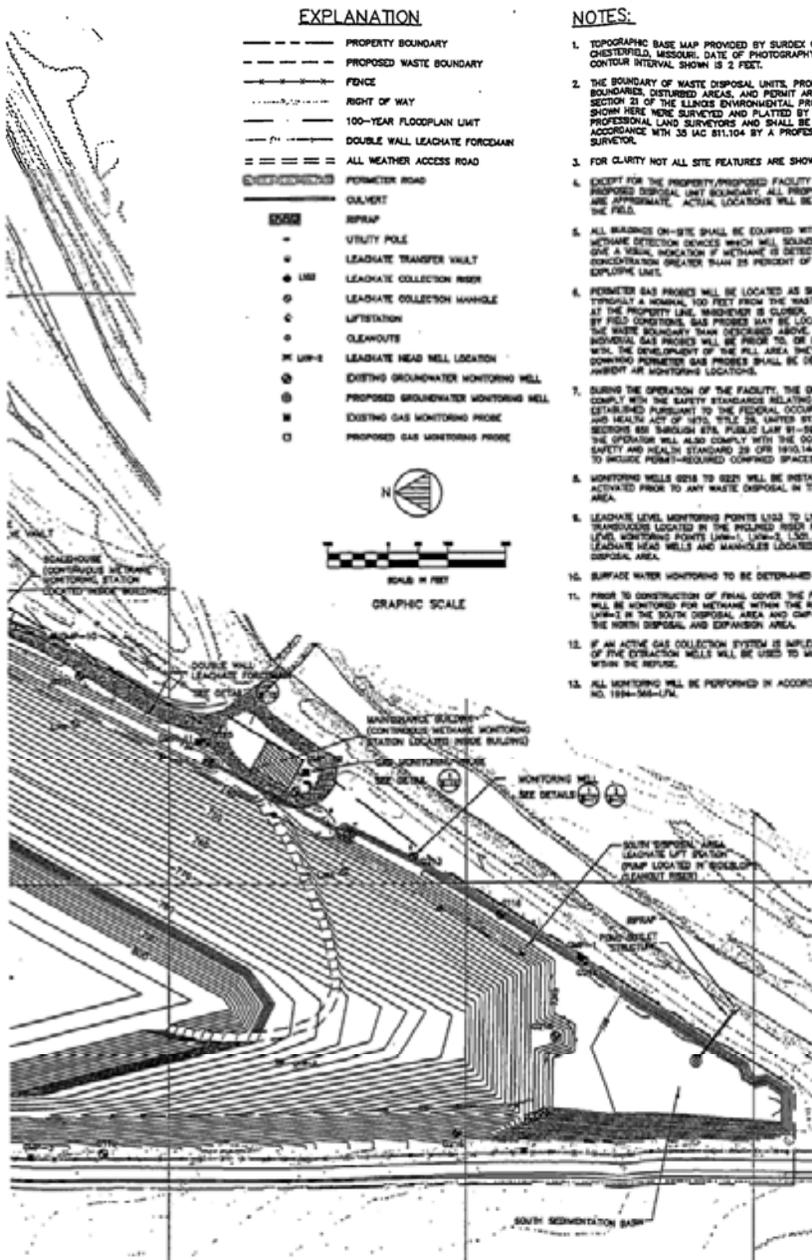
By:   
Michael F. Sweeney, Chairman  
McLean County Board

By:   
Its President

By:   
Peggy Ann Milton, Clerk of the  
McLean County Board

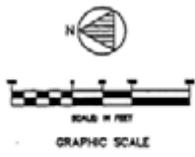
(Seal)





**EXPLANATION**

- PROPERTY BOUNDARY
- - - - - PROPOSED WASTE BOUNDARY
- ===== FENCE
- RIGHT OF WAY
- 100-YEAR FLOODPLAIN LIMIT
- ===== DOUBLE WALL LEACHATE FORCEMAIN
- ===== ALL WEATHER ACCESS ROAD
- ===== PERMETER ROAD
- ===== GALEMIT
- ===== ASPHALT
- ===== UTILITY POLE
- ===== LEACHATE TRANSFER VALVE
- ===== LEACHATE COLLECTION RISER
- ===== LEACHATE COLLECTION MANHOLE
- ===== LIFTSTATION
- ===== CLEANOUTS
- ===== LEACHATE HEAD WELL LOCATION
- ===== EXISTING GROUNDWATER MONITORING WELL
- ===== PROPOSED GROUNDWATER MONITORING WELL
- ===== EXISTING GAS MONITORING PROBE
- ===== PROPOSED GAS MONITORING PROBE



**NOTES:**

1. TOPOGRAPHIC BASE MAP PROVIDED BY SURDEX CORPORATION, CHRISTENSEN, MISSOURI, DATE OF PHOTOGRAPHY: JULY 2, 2003. CONTOUR INTERVAL SHOWN IS 2 FEET.
2. THE BOUNDARY OF WASTE DISPOSAL UNITS, PROPERTY BOUNDARIES, DISTURBED AREAS, AND PERMIT AREAS SUBJECT TO SECTION 21 OF THE ILLINOIS ENVIRONMENTAL PROTECTION ACT SHOWN HERE WERE SURVEYED AND PLATTED BY VARIOUS PROFESSIONAL LAND SURVEYORS AND SHALL BE MAINTAINED IN ACCORDANCE WITH 35 IAC 811.104 BY A PROFESSIONAL LAND SURVEYOR.
3. FOR CLARITY NOT ALL SITE FEATURES ARE SHOWN.
4. EXCEPT FOR THE PROPERTY/PROPOSED FACILITY BOUNDARY AND PROPOSED DISPOSAL UNIT BOUNDARY, ALL PROPOSED LOCATIONS ARE APPROXIMATE. ACTUAL LOCATIONS WILL BE DETERMINED IN THE FIELD.
5. ALL BUILDINGS ON-SITE SHALL BE EQUIPPED WITH CONTINUOUS METHANE DETECTOR DEVICES WHICH WILL SOUND A BELL AND/OR GIVE A VISUAL INDICATION IF METHANE IS DETECTED AT A CONCENTRATION GREATER THAN 25 PERCENT OF THE LOWER EXPLOSION LIMIT.
6. PERMETER GAS PROBES WILL BE LOCATED AS SHOWN AND TYPICALLY A MINIMUM 100 FEET FROM THE WASTE BOUNDARY OR AT THE PROPERTY LINE, WHICHEVER IS CLOSER, UNLESS DICTATED BY FIELD CONDITIONS. GAS PROBES MAY BE LOCATED CLOSER TO THE WASTE BOUNDARY THAN INDICATED ABOVE. INSTALLATION OF PERMETER GAS PROBES WILL BE PRIOR TO, OR IN CONJUNCTION WITH, THE DEVELOPMENT OF THE FILL AREA. THEY SHOULD BE DOWNHOLE PERMETER GAS PROBES SHALL BE DESIGNATED AS AIRBENT AIR MONITORING LOCATIONS.
7. DURING THE OPERATION OF THE FACILITY, THE OPERATOR SHALL COMPLY WITH THE SAFETY STANDARDS RELATING TO CONSTRUCTION ESTABLISHED PURSUANT TO THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, TITLE 29, UNITED STATES CODE, SECTIONS 800 THROUGH 870, PUBLIC LAW 91-594, AS AMENDED. THE OPERATOR WILL ALSO COMPLY WITH THE OCCUPATIONAL SAFETY AND HEALTH STANDARD 29 CFR 1910.146, AS AMENDED, TO INCLUDE PERMIT-REQUIRED CONFINED SPACES.
8. MONITORING WELLS GDS-1022 WILL BE INSTALLED AND ACTIVATED PRIOR TO ANY WASTE DISPOSAL IN THE EXPANSION AREA.
9. LEACHATE LEVEL MONITORING POINTS L102 TO L105 ARE PRESSURE TRANSDUCERS LOCATED IN THE POLYMER BRICK PIPES. LEACHATE LEVEL MONITORING POINTS L101-1, L101-2, L501, AND L502 ARE LEACHATE HEAD WELLS AND MANHOLES LOCATED IN THE SOUTH DISPOSAL AREA.
10. SURFACE WATER MONITORING TO BE DETERMINED BY APOD POINTS.
11. PRIOR TO CONSTRUCTION OF FINAL COVER THE FOLLOWING POINTS WILL BE MONITORED FOR METHANE WITHIN THE INDICATED L101-1 & L101-2 IN THE SOUTH DISPOSAL AREA AND GSP-14 TO GSP-16 IN THE NORTH DISPOSAL AND EXPANSION AREA.
12. IF AN ACTIVE GAS COLLECTION SYSTEM IS IMPLEMENTED, A VERSION OF THE EXHAUSTION WELLS WILL BE USED TO MONITOR METHANE WITHIN THE REFUSE.
13. ALL MONITORING WILL BE PERFORMED IN ACCORDANCE WITH POINT NO. 1894-50-174.

ANDREWS ENVIRONMENTAL ENGINEERING INC.  
 3535 Mayflower Blvd., Springfield, IL 62707  
 Tel (217) 787-2334 Fax (217) 787-8495  
 Pontiac, IL • Werrenville, IL • Indianapolis, IN



APPROVED BY: DYM  
 DESIGNED BY: DYM  
 DRAWING BY: MPN

FINAL SITE CONDITIONS  
 PLANS PREPARED FOR  
 ADS / McLEAN COUNTY LANDFILL #2  
 BLOOMINGTON TOWNSHIP, McLEAN COUNTY, ILLINOIS

DATE: MAY 2004  
 PROJECT ID: 88-120C  
 FILE: A:\PROJ\88\ATTORNS  
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Appendix C: 2017 Capacity Report, McLean County Landfill



March 27, 2017

Mr. John McIntyre  
Chair of the McLean County Board  
812 Karin Dr.  
Normal, IL 61761

Re: 1130200042 – ADS/McLean County Landfill #2  
McLean County  
Host County Agreement – 2017 Capacity Report

Dear Mr. McIntyre:

On behalf of our client, American Disposal Services of Illinois, Inc., Andrews Engineering, Inc. (Andrews) has completed the Annual Capacity Report as required by the Host County Agreement. Appendix C of the Host County Agreement requires that three topographic maps be submitted along with the required text and calculations. Andrews performed a topographic survey at the facility on February 26, 2016 for the 2016 Illinois Environmental Protection Agency (EPA) Annual Capacity Report (Figure 1). An aerial survey of the facility was performed on December 27, 2016, and AEI used the information collected (combined with previous surfaces) to create the current waste surface (Figure 2). This waste surface was used for the 2017 Illinois EPA Annual Capacity Report. The final attached figure (Figure 3) is the current permitted top of waste, including the approved Horizontal Expansion. These surfaces and volumes have been calculated using the survey data and AutoCAD Civil 3D Desktop.

As required by both the Host County Agreement and the Illinois EPA Annual Capacity Report, the remaining air space permitted to receive waste has been calculated. This volume is 194,436 cubic yards. A copy of the Annual Capacity Report, which was submitted to the Illinois EPA, has been included with this correspondence. The amount of airspace consumed last year was also calculated. This volume was calculated using AutoCAD Civil 3D software, which compared the 2016 (February 26, 2016) topographic survey with the 2017 (December 27, 2016) aerial survey. The volume consumed for 2016 has been calculated to be 182,231 cubic yards. In addition, tonnage taken in for the year was obtained from facility records. The tonnage received between the two survey dates of February 26, 2016 and December 27, 2016 was 170,518 tons.

If you have any questions or require further information, please do not hesitate to contact me at (217) 787-2334. Thank you.

Respectfully yours,

A handwritten signature in black ink, appearing to read "Douglas W. Mauntel".

Douglas W. Mauntel, P.E.  
Director of Engineering Services

DWM:ask:enr

Enclosures

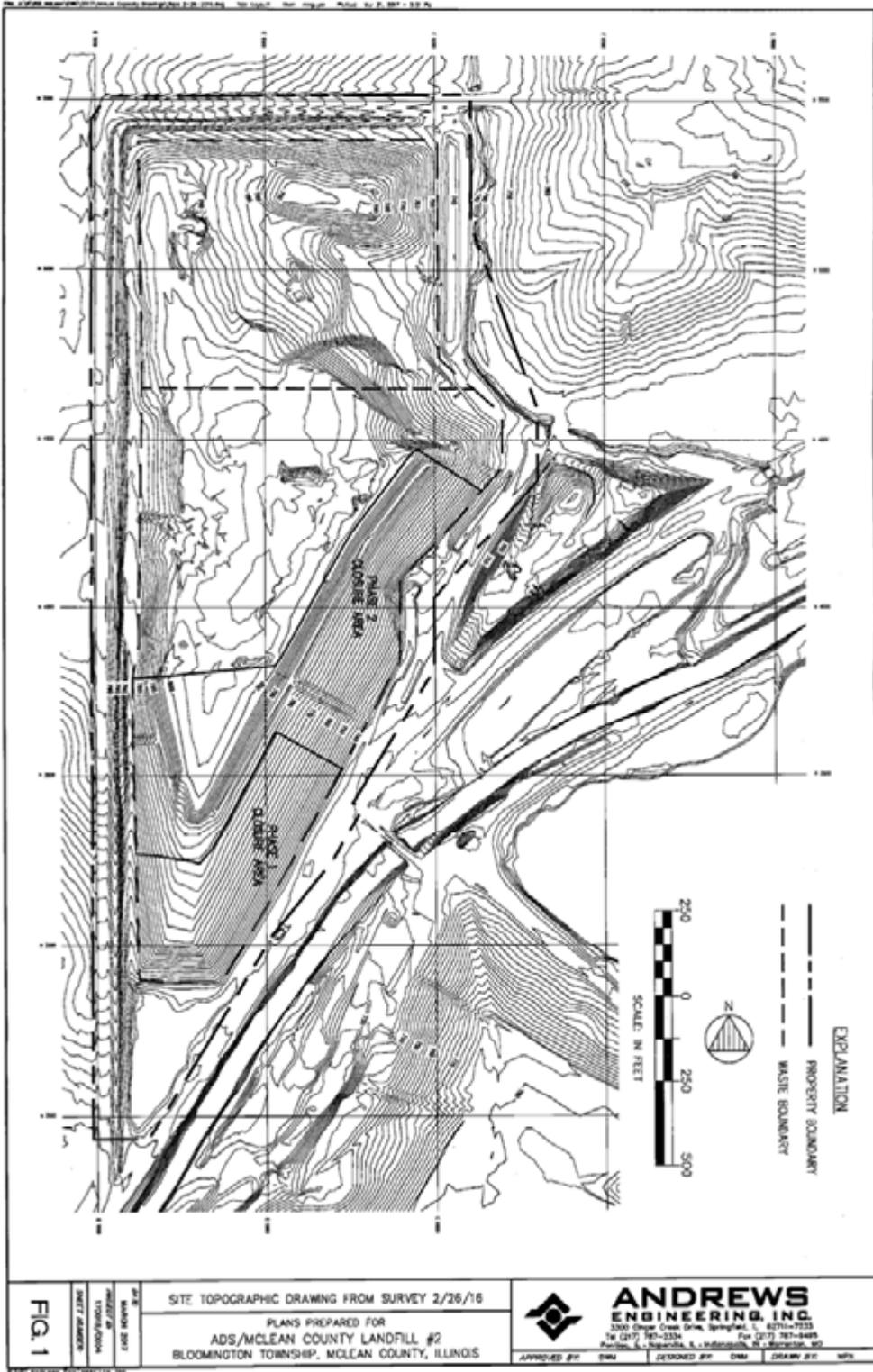
cc: Brian Hughes – Republic Services, Inc. (email and hard copy)  
Roy Whittinghill – McLean County LF #2 (email and hard copy)  
Jim Karch, Director of Public Works, City of Bloomington

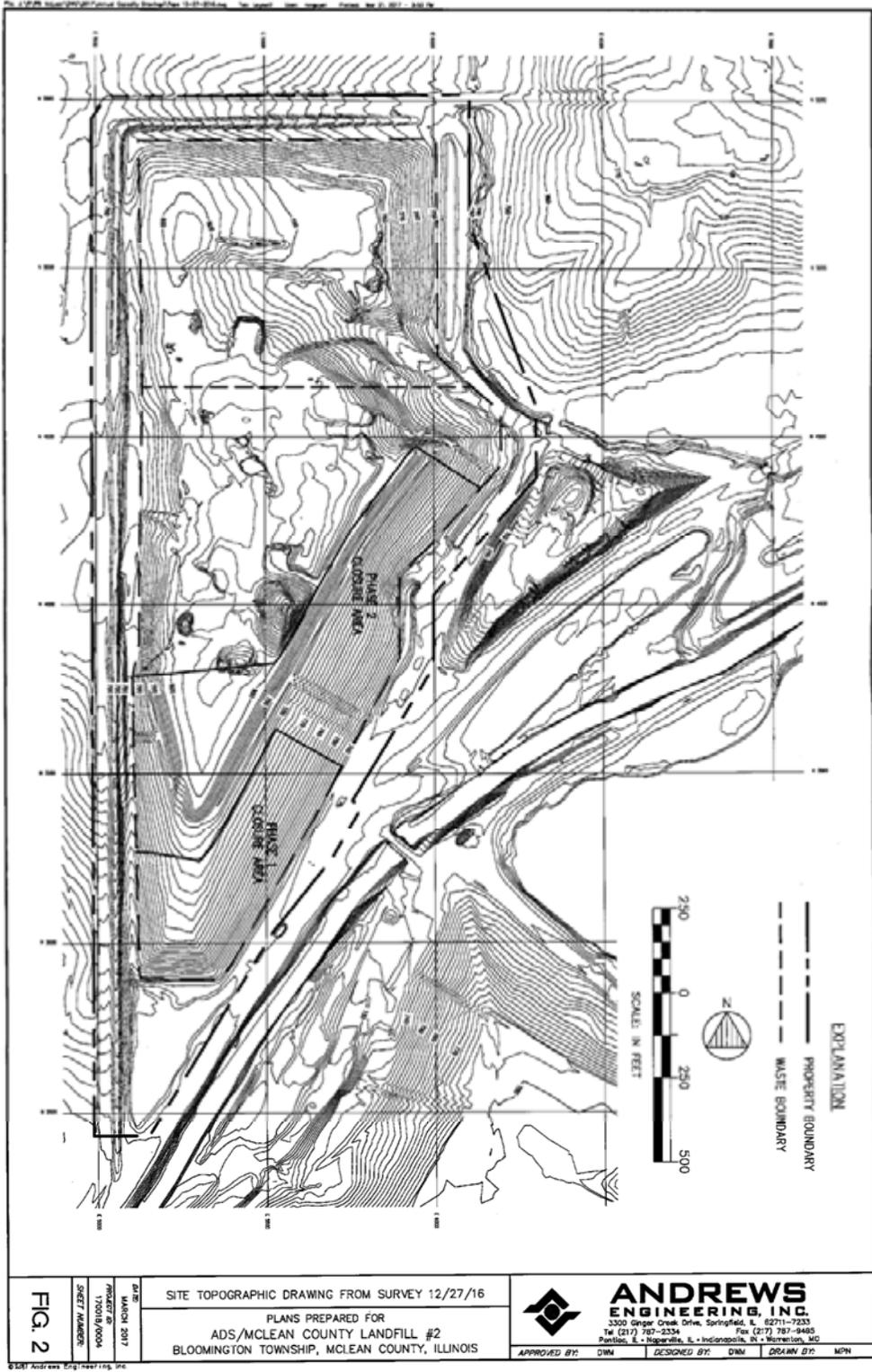
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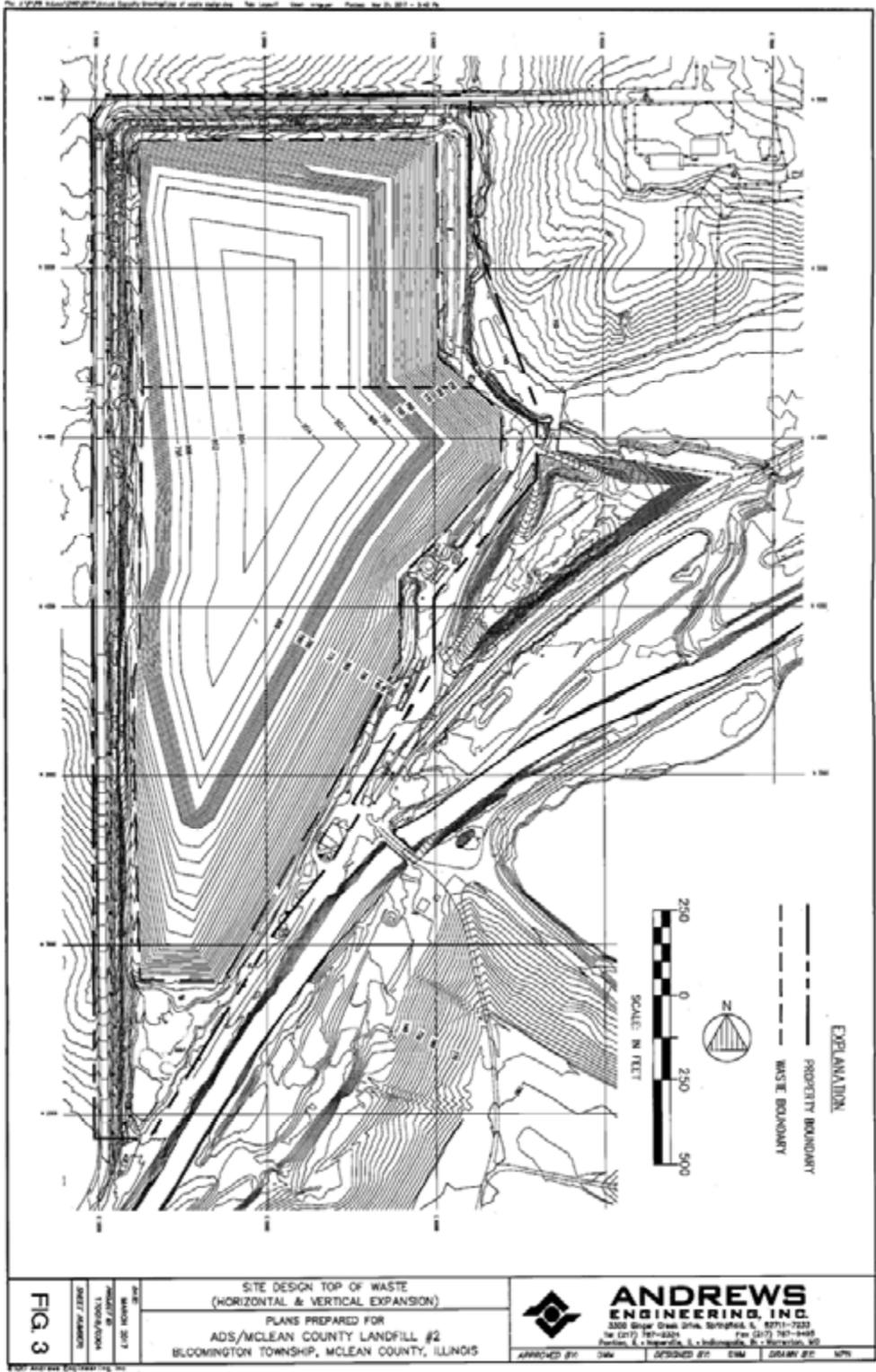
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Reporting

3300 Ginger Creek Drive, Springfield, Illinois 62711 • 217.787.2334 fax 217.787.9495 www.andrews-eng.com

**ATTACHMENT 1**  
**Topographic Maps**







**ATTACHMENT 2**  
2017 Annual Capacity Report



March 23, 2017

Mrs. Ellen Robinson, Project Manager  
Illinois Environmental Protection Agency  
Waste Reduction and Compliance Section  
Bureau of Land #24  
Springfield, IL 62794-9276

Re: 1130200042- ADS/McLean County Landfill #2  
McLean County  
2017 Solid Waste Landfill Capacity Certification Form

Dear Mrs. Robinson:

On behalf of our client, American Disposal Services of Illinois, Inc., enclosed herewith is the annual Solid Waste Landfill Capacity Certification form. If you have any questions or require further information, please do not hesitate to contact me. Thank you.

Respectfully yours,

A handwritten signature in black ink, appearing to read "Allison S. Kmett".

Allison S. Kmett, P.E.  
Project Engineer

DWM:ask:slm

Enclosure

cc: Brian Hughes - Republic Services, Inc. (email and hard copy)  
Roy Whittinghill - McLean County Landfill #2 (email and hard copy)  
John McIntyre - McLean County Board Chairman

J:\R\SI McLean\DOC\2017\2017 Annual Capacity\Capacity Cover Letter.doc  
Reporting

3300 Ginger Creek Drive, Springfield, Illinois 62711 ♦ 217.787.2334 fax 217.787.9495 www.andrews-eng.com



Illinois Environmental Protection Agency  
Landfill Capacity Certification Signature Form

**ADS/McLean County Landfill #2**

2105 W. Oakland Ave.

Bloomington, IL 61705

IEPA Site #: 1130200042

Summary generated: 3/22/2017

Capacity certified as of: January 1, 2017

<b>Owner:</b>	<b>Operator:</b>
American Disposal Svs. of Illinois Inc.	American Disposal Svs. of Illinois Inc.
2980 Granger Drive	2112 W. Washington
Springfield, Illinois 62707	Bloomington, Illinois 61704
Brian Hughes	Brian Hughes
Ownership Type: Private	Operator Type: Private
Opened in the past year: No	
Closed in the past year: No	
General Municipal Refuse:	64,368 tons
Hazardous Waste:	tons
Special Waste:	613 tons
ADC/Roadbase:	92,687 tons
Other:	12,852 tons
Remaining volume assessed: 12/27/2016	Assessment method: Aerial Photo
1) Total remaining volume - all permits:	194,438 cubic yards
2) Remaining permitted volume - daily cover:	19,444 cubic yards
3) Remaining permitted volume - final cover:	0 cubic yards
4) Total remaining volume:	174,992 cubic yards
5) Average compaction ratio:	4 cubic yards
6) Available capacity:	699,968 cubic yards
7) Waste received, past 12 months:	565,393 cubic yards
8) Life expectancy:	1 years
Expected closure date:	2018
Additional comments: March 2018	

All Solid Waste Landfill Capacity Certifications shall be signed by the person designated below or by a duly authorized representative of the person:

- Corporation - By a principal executive officer or at least the level of vice-president
- Partnership or Sole Proprietorship - By a general partner or the proprietor, respectively
- Government - By either a principal executive officer or a ranking elected official

A person is a duly authorized representative only if:

1. the authorization is made in writing by a person described above, and
2. is submitted with this certification form (a copy of a previously submitted authorization can be used).

I certify that this document and all attachments were prepared under my direction or supervision. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties under Section 44 of the Environmental Protection Act for submitting false information, including the possibility of fine and imprisonment for knowing violations.

*Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))*

Owner Name: Daniel J. Winters  
Owner Signature: D.J. White Date: 2-22-17  
Owner Title: General Manager

---

Operator Name: Daniel J. Winters  
Operator Signature: D.J. White Date: 2-22-17  
Operator Title: General Manager

---

Engineer Signature: Allison Knett Date: 3/22/2017  
Engineer Name: Allison Knett  
Engineer Address: 3300 Ginger Creek  
Springfield, IL 62711 Engineer Seal:  
Engineer Phone: 217-787-2334





**ANDREWS**  
ENGINEERING, INC.

*www.andrews-eng.com*

**Pontiac Branch Office**  
215 West Washington Street  
Pontiac, IL 61764  
Tel: 815.842.2042

**Corporate Headquarters**  
**Springfield Branch Office**  
3300 Ginger Creek Drive  
Springfield, IL 62711  
Tel: 217.787.2334

**Indianapolis Branch Office**  
7486 Shadeland Station Way  
Indianapolis, IN 46256  
Tel: 317.595.6492

**Chicago Area Branch Office**  
420 Eisenhower Lane North  
Lombard, IL 60148  
Tel: 630.953.3332

**St. Louis Branch Office**  
101 East Walton, Suite 201  
Warrenton, MO 63383  
Tel: 636.456.6387

Appendix D: 2014 Waste Disposal Agreement between Republic Services, the City of Bloomington, and the Town of Normal

**WASTE DISPOSAL AGREEMENT**

This Agreement (the "Agreement") is made as of the 4th day of March 2014 by and between the City of Bloomington, Illinois, and the Town of Normal, Illinois, both Illinois home rule units of local government, (collectively "City"), and Republic/Allied ("Contractor").

Whereas, City requested proposals for the disposal of solid waste collected by City; and

Whereas Contractor submitted a proposal for the disposal of solid waste collected by City; and

Whereas City after reviewing all proposals submitted, determined that Contractor is best able to provide solid waste disposal services for City; and

Whereas the parties desire to reduce their understandings to writing; and

Now Therefore, in consideration of the terms, conditions, obligations and covenants contained herein the parties covenant and agree as follows:

**SPECIFICATIONS:**

1. Contractor will own/operate an appropriately licensed solid waste facility within a ten (10) mile radius of the intersection of Main and Division Streets, where the City of Bloomington and the Town of Normal adjoin, and accept Refuse for disposal with the exception of certain hazardous, special and other wastes as set forth later in this Agreement; and
2. The City will assume responsibility for the collection of Refuse generated within the City limits, and the City wishes to dispose of some or all of the Refuse generated within the City at the above referenced licensed solid waste facility.
3. **Performance by Contractor:**  
The performance and obligations of Contractor hereunder shall be termed the "Work", shall include the following:
  - a. **Acceptance by Contractor:**  
For the Consideration set forth in Exhibit A, Contractor shall accept for disposal, at its licensed solid waste facility all Refuse, as defined by the Bloomington City Code and Normal Town Code (the "Refuse"), collected by the City, its agents and employees which the City shall transport to the licensed solid waste facility subject to the exceptions set forth hereafter. The parties recognize that City shall not be obligated, but may deliver, in its discretion, to Contractor a portion or all of its Refuse collected by City. The Refuse may include solid waste collected from City-owned buildings, public litter receptacles, and all other items of whatsoever kind or nature. The Refuse may not include hazardous wastes as defined by Federal law, special

wastes as defined by the State of Illinois, white goods, tires, landscape waste, lead/acid batteries, asbestos containing materials, or any other materials which at this time or in the future may not be disposed in transfer stations or sanitary landfills pursuant to Federal or State statutes, rules or regulations: ("Excepted Waste"), Contractor retains the right to Refuse or reject after acceptance any loads containing Excepted Waste.

b. **Compliance with Laws:**

Contractor shall, during the term of this contract or any extensions or renewals thereof, fully comply with all Federal, State and local laws, statutes, ordinances, rules and regulations which in any manner control, affect or relate to the Work or the ownership, operation and/or maintenance of a licensed solid waste facility in the State of Illinois, its operating permit, and the performances, obligations, operations or conduct of the Work hereunder, including all laws, statutes, ordinances, rules and regulations which are subsequently enacted. City shall have the right to request and receive verification from Contractor of its compliance with the provisions of this paragraph; to the extent Contractor is reasonably able to provide such verifications.

c. **Permits and Licenses:**

Contractor shall obtain and maintain all permits, licenses and approvals required by any regulatory or statutory authority which are necessary for it to fully perform the Work, including those required to own, operate and/or maintain the licensed solid waste facility.

d. **Operating Time:**

Contractor shall accept Refuse from the City at the licensed solid waste facility during the following days and times:

Labor Day to Memorial Day (Except Christmas Day) –

Monday through Friday - 7:00 AM to 3:30 PM & Saturday – 7:30 AM to 11:30 AM

Memorial Day to Labor Day -

Monday through Friday - 6:00 AM to 3:30 PM & Saturday – 7:30 AM to 11:30 AM

The parties acknowledge that the following days are holidays for employees of the licensed solid waste facility:

New Year's Day  
Martin Luther King Day  
Good Friday  
Memorial Day  
July 4<sup>th</sup>  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Friday After Thanksgiving  
Christmas Eve Day

Christmas Day  
New Year's Eve Day

e. **Continued Operation:**

During the entire term of this contract, Contractor will maintain a licensed solid waste facility within a ten (10) mile radius of the intersection of Main and Division Streets. If due to an emergency situation unforeseen by the Parties, Contractor cannot dispose of solid waste at a licensed solid waste facility within a ten mile radius of the intersection of Main and Division Streets, then Contractor shall make arrangements for lawful disposal of solid waste during the period of the emergency situation at no additional cost to City.

f. **Indemnification:**

Contractor agrees to indemnify and hold the City harmless from and against any loss, damage, or claim (including reasonable attorneys' fees) resulting from or arising out of the negligent acts or omissions of Contractor in the performance of its obligations under this agreement.

4. **Performance by the City:**

a. **Delivery by City:**

City will deliver for disposal at the licensed solid waste facility Refuse collected by the City, its agents and employees during the term of this agreement, provided however the quantity and type of Refuse delivered to Contractor shall be in the sole discretion of City. All or a portion of Refuse collected may be delivered.

b. **Permits and Licenses:**

City shall obtain and maintain all permits, licenses and approvals required by any regulatory or statutory authority necessary for it to transport Refuse to Contractor, and will comply with the provisions contained within the Contractor's operating permit and all reasonable rules and regulations promulgated by contractor relating to receipt and disposal of Refuse.

c. **Compliance with Rules:**

City drivers will obey posted speed and traffic control signs. Refuse will be disposed of at the location and in the manner directed by the Contractor's managers or its supervisors.

d. **Indemnification:**

To the extent permitted by law, City agrees to indemnify and hold the Contractor harmless from and against loss, damage, or claim (including reasonable attorneys' fees) resulting from or arising out of the gross negligent acts or omissions of City in the performance of its obligations under this Agreement.

5. **Assignment:**

In the event that the City discontinues using its own employees to collect the City's Refuse and contacts for all such work with a third party, including the issuance of any franchise therefor, then the City shall assign this Agreement to such contractor or franchisee and shall require such contractor or franchisee to comply with all obligations contained in the Agreement during the remaining term thereof. In such event Contractor shall charge the City for all Refuse delivered by such contractor or franchisee at the same rate as set forth herein. Any such assignment shall not be deemed to be a cause to terminate this Agreement. The parties agree the City of Bloomington and the Town of Normal each retain the right to assign this agreement to a third party and assignment by one does not affect the validity of the agreement with regard to the non-assigning city or town. Contractor shall not assign this Agreement or any of the work described herein without the express written consent of the City and Town.

**6. Term:**

- a. This Agreement shall be for an initial period of two (2) years, commencing on March 1, 2014, and will be automatically renewed on an annual basis for up to five (5) additional periods of one (1) year each unless either party gives ninety (90) days written notice to the other prior to the expiration date of the original term or any renewal period. All terms, conditions, covenants and agreements set forth herein shall be applicable to any extension or renewal of this Agreement, except that the parties will negotiate in good faith mutually acceptable rates to be paid by the City during any renewal periods.
- b. This Agreement shall be subject to cancellation in the event either party is guilty of material breach of this Agreement; provided, however, that the Agreement may not be cancelled if the breaching party cures the breach within thirty days of receipt of written notice from the other party; provided further, if the breach is of such a nature that it is impossible to cure within such thirty day period, the Agreement may not be cancelled so long as the breaching party continues to diligently pursue a cure, unless such breach relates to the inability of Contractor to accept Refuse at the licensed solid waste facility as a result of the cancellation or suspension of its permit by the Illinois Environmental Protection Agency.

**7. Compensation:**

- a. In consideration for the Work, the City agrees to pay Contractor the appropriate rate set forth on Exhibit A for each ton of Refuse delivered to the licensed solid waste facility. The Rate shall apply regardless of whether the Refuse delivered by the City to Contractor is loose or compacted. City agrees that any delivery of Refuse by City to Contractor shall be deemed to be at least one (1) ton per vehicle.
- b. Whenever the licensed solid waste facility remains open past closing time solely because of a request of the City, the City shall pay Contractor an hourly rate set forth on Exhibit A for any actual time the facility remains open; provided,

however, that this charge shall not be applied if the reason the City requested the facility to remain open was to dispose of Refuse resulting from fires, floods, explosion, accidents, weather or Acts of God.

- c. At no time during the term of this Agreement, including any renewal term, shall any fine or penalty entered against Contractor for any breach or violation of any Federal, State or local law, statute, ordinance, rule or regulation, be passed through to the City.
- d. Contractor shall invoice the City and Town separately for Refuse delivered to the licensed solid waste facility, on a semi-monthly basis, for the total quantity of Refuse delivered to the facilities covered by this Agreement by city or town.
- e. All invoices sent to the City, by the Contractor, shall be paid within thirty (30) days after approved by the City Council, provided, however, in the event of any dispute as to any invoice, the City will pay the amount that is not in dispute, and will undertake discussions and negotiation with Contractor to resolve any discrepancy or dispute in any invoice, and shall, upon resolution of any discrepancy or dispute, pay said agreed upon amount as soon as reasonably possible. In order to enable the parties to reach a resolution of any discrepancy or dispute, Contractor shall maintain records indicating, in sufficient detail, dates, truck numbers, amounts, tonnages, etc. including in each invoice and shall make available such records to the City in the event of any discrepancy or dispute concerning any invoice.

8. **Specific Performance:**

The parties hereto agree that substitute performance of the Work will be difficult or impossible to obtain without undue hardship or extreme expense to either party, and in the event Contractor or City fails or Refuses to perform the Work hereunder, the parties hereto agree that the other party has an inadequate remedy at law. Therefore, Contractor or City may be compelled to specifically perform the Work under this Agreement.

9. **Independent Contractor:**

It is understood and agreed that Contractor is an independent Contractor.

10. **Insurance:**

The parties shall maintain in full force and effect throughout the term of this Agreement the following types of insurance in at least the limits specified below:

<b><u>Coverage</u></b>	<b><u>Minimum Limits of Liability</u></b>
Workers Compensation	Statutory
General Liability	\$1,000,000 combined single limit
Automobile Liability	\$1,000,000 combined single limit
Environmental Liability for Third party Bodily Injury Or Property Damage Arising	\$1,000,000

From Contractor's Cargo Due  
To Upset, Overturn, or  
Damage to vehicle

The parties shall provide one another with a certificate of insurance and shall keep this insurance in effect during the term of this Agreement; provided, in the event City uses its governmental powers to enter into a pooled insurance arrangement or self-funded insurance arrangement; such arrangement shall be deemed to be in compliance with the requirements of this section.

**11. Equal Opportunity:**

It is the affirmed policy of the City to encourage utilization of the community's human resources on an equal opportunity basis. The City requires all contractors and vendors doing business with the City not to discriminate against anyone on the basis of race, age, color, religion, gender, ancestry, national origin, marital status, mental or physical disability unrelated to ability, familial status or sexual orientation. To accomplish this result, all contractors doing or proposing to do business with the City will be required to submit on request an acceptable written affirmative action plan for the utilization of all available workers on an equal opportunity basis. Contractor hereby agrees, as a material part of the Agreement, to comply with the City of Bloomington Contract Compliance Program, Section I, Paragraph (3), titled "Equal Employment Opportunity".

**12. Notices:**

All notices to be given hereunder by either party shall be in writing and given by personal delivery or certified mail to the parties at the addresses as hereinafter set forth. For purposes of calculating time periods under the provisions of this Agreement, notice shall be deemed effective upon receipt or personal delivery, whichever is applicable.

**13. Governing Law:**

This agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Illinois.

**14. Other Refuse Collected:**

The City shall retain the right to dispose of "other" Refuse, spoil, bulky waste, leaves, grass, as is determined to be in the best interest of the City.

**15. Successors and Assigns:**

This agreement shall be binding upon and shall inure to the benefit of all successors and assigns of Contractor and City.

**16. Contractor Certifications:**

Contractor hereby certifies that the representations set forth on Exhibit B are true and correct and form a material part of this Agreement.

**17. RFP Documents:**

The request for proposals issued by City and the response provided by Contractor are attached hereto by reference and form a part of this Agreement.

18. **Entire Agreement:**

This Agreement supersedes all prior oral understandings and constitutes the entire agreement between the parties with respect to the subject matter herein.

19. **Severability:**

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby unless the invalidity of part substantially alters the business terms of the original Agreement.

20. **No Third Party Beneficiary:**

This Agreement is for the sole benefit of the parties and nothing herein is intended to confer upon any third party any legal or equitable right, benefit or remedy whatever under or by reason of this Agreement.

21. **Amendments:**

This Agreement may only be amended in writing signed by each party hereto.

22. **Delay No Waiver:**

No waiver by any party of any of the provisions hereof shall be effective unless reduced to writing and signed by the party so waiving. No delay or failure to exercise any right, remedy or power under this Agreement shall operate or be construed as a waiver.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF BLOOMINGTON

TOWN OF NORMAL

BY \_\_\_\_\_

BY \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

REPUBLIC/ALLIED

BY \_\_\_\_\_

ATTEST:

EXHIBIT A

COMPLETING THIS PAGE IS MANDATORY  
RFP #2014-38 RESPONSE FORM

SOLID WASTE DISPOSAL SERVICES  
FOR THE CITY OF BLOOMINGTON AND THE TOWN OF NORMAL

The offeror agrees to contract with the City of Bloomington and Town of Normal to provide all necessary labor, supervision, machinery, tools, apparatus, documents and any other means to do all the work and furnish all the materials specified in the proposal in the manner and time therein as set forth by the proposer and that the proposer will take in full payment the amount set forth herein. The cost of all labor, material and equipment necessary for the completion of the proposed work, even though not shown or specified, shall be included in the total price for the various items shown herein.

We further agree to complete all of the above work in a complete, neat, and workmanlike manner. Payment of prevailing wage rates as predetermined by the Bloomington City Council pursuant to the Prevailing Wage Ordinance 2012-21 is acknowledged.

The offeror certifies by signature below that it has not been barred from contracting with a unit of State or Local government in the State of Illinois as a result of a violation of Section 331-3 or 331-4 of the Criminal Code of 1961, as amended.

DESCRIPTION	AMOUNT	
Solid Waste Disposal (3/1/2014 to 2/28/2016)	\$ 42.04	per Ton
After Hours Operation (3/1/2014 to 2/28/2016)	\$ 23.34	per hour - per person
Cost for One (1) Year Period After expiration of Original Agreement		
Solid Waste Disposal (3/1/2016 to 2/28/2017)	\$ 48.35	per Ton
Solid Waste Disposal (3/1/2017 to 2/28/2018)	\$ 50.01	per Ton
Solid Waste Disposal (3/1/2018 to 2/28/2019)	\$ 51.51	per Ton
Solid Waste Disposal (3/1/2019 to 2/28/2020)	\$ 52.86	per Ton
Solid Waste Disposal (3/1/2020 to 2/28/2021)	\$ 54.66	per Ton
After Hours Operation (3/1/2016 to 2/28/2017)	\$ 22.35	per hour - per person
After Hours Operation (3/1/2017 to 2/28/2018)	\$ 23.35	per hour - per person
After Hours Operation (3/1/2018 to 2/28/2019)	\$ 24.67	per hour - per person
After Hours Operation (3/1/2019 to 2/28/2020)	\$ 25.91	per hour - per person
After Hours Operation (3/1/2020 to 2/28/2021)	\$ 28.17	per hour - per person

Republic / Bloomington Transfer  
Firm  
Address: 212 W. Washington St.  
Phone Number: 301-829-3364  
Email Address: dwinters@republicservices.com

  
Authorized Signature  
City: Bloomington, IL State: 61705 Zip:  
Date: 1-22-2014

**EXHIBIT B**  
Contractor Certification  
For Services

Contractor on behalf of contractor, its principals, and owners with more than a seven and one half percentage interest in Contractor certifies that the following representations are true and correct and further agrees as a condition of doing business with the Town of Normal to require all of Contractor's subcontractors and sub-subcontractors to certify that the following representations are true and correct for each subcontractor and sub-subcontractor:

1. **CONFLICT.** Contractor certifies that no Town of Normal officer or employee has any interest in the proceeds of this contract.
2. **BRIBERY.** Contractor certifies that same has not committed bribery or attempted bribery of an officer or employee of any governmental official whether on the federal, state or local level.
3. **DEBARMENT.** Contractor certifies that same has not been barred from conducting business with any governmental unit whether federal, state or local.
4. **SARBNES-OXLEY.** Contractor certifies that the business entity its officers, directors, partners, or other managerial agents of the business have not been convicted of a felony under the Sarbanes-Oxley Act of 2002 nor have any of the same been convicted of any felony under state or federal securities laws.
5. **BID RIGGING/BID ROTATING.** Contractor certifies that same has not been barred from contracting with any unit of state or local government as a result of a violation of 720 ILCS 5/33E-3 (bid-rigging) or 720 ILCS 5/33E-4 (bid-rotating).
6. **DELINQUENT PAYMENTS.** Contractor certifies that same is not delinquent in the payment of any debt or tax due the State or the Town of Normal.
7. **RECORDS.** Contractor certifies that same shall maintain books and records relating to the performance of this contract as necessary to support amounts charged under the contract for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract.
8. **HUMAN RIGHTS ACTS.** Contractor agrees to comply with applicable provisions of the Town of Normal Human Rights Ordinance, the Illinois Human Rights Act, the U.S. Civil Rights Act and the Americans with Disabilities Act.
9. **NON-DISCRIMINATION.** Contractor certifies that the same is an "Equal Opportunity Employer" as defined by Section 2000 (e) of Chapter 21, Title 42 U.S. Code Annotated and applicable Executive Orders.
10. **DBE.** Contractor certifies that same is or is not (please circle applicable designation) a Minority and Female Business Enterprise as defined by the State of Illinois (30 ILCS 575/et seq.)
11. **PATRIOT ACT.** Contractor certifies that same is in compliance with the Patriot Act and Executive Order 13224 and federal Anti-Money Laundering Control Act of 1986 as amended.

12. AMERICAN RECOVERY AND REINVESTMENT ACT. Contractor certifies that same is in compliance with and will continue to comply with the American Recovery and Reinvestment Act of 2009 when federal funds are used pursuant to this Act for the work undertaken by Contractor.
13. TAXPAYER IDENTIFICATION. Contractor certifies that its correct Federal Taxpayer Identification Number (Social Security Number or Federal Employer Identification Number) is \_\_\_\_\_.
14. To the extent required by Illinois law Contractor agrees to comply with the Illinois Freedom of Information Act and produce upon request public records of the Town of Normal held by such contractor all within the time allowed by law and subject to applicable exemptions allowed by law.

**Contractor hereby agrees to defend, indemnify and hold harmless the Town of Normal its officers, employees and agents from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties.**

Done this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Contractor

## MCLEAN COUNTY SOLID WASTE PROGRAM 2016 ANNUAL REPORT



THE ECOLOGY ACTION CENTER HAS COMPLETED THE FOLLOWING ITEMS IN FULFILLMENT OF THE SOLID WASTE AND WASTE REDUCTION EDUCATION PROGRAM AGREEMENT OF JANUARY 1, 2014.

### LEADING INDICATORS: SUMMARY OF PROGRESS<sup>1</sup>

**Goal:** Visit **70%** of eligible classrooms in McLean County, Bloomington, and Normal for elementary school recycling and waste reduction education programs. Reaching this target means directly engaging with approximately 1,500 students.

- There are 90 Fourth grade classrooms in McLean County, which includes all public and private schools. **In 2016, we made visits to 89 4<sup>th</sup> grade classrooms, and reached 2,221 people.** While this figure seems to indicate that we visited virtually all 4<sup>th</sup> grade classrooms, we actually visited some teachers in the spring of 2016 and again in the fall of 2016. Those teachers would be counted twice, but they had different students in the fall. **Goal exceeded.**

**Goal:** Visit **60%** of public libraries within McLean County, Bloomington and Normal and provide a summer reading program on recycling and waste reduction topics. Reaching this target means directly engaging with approximately 300 library patrons.

- We visited 9 of the 14 public libraries in McLean County in the summer of 2016, and educated 379 people. This represents **64%**, which exceeds our goal.

**Goal:** Provide recycling and waste reduction education programs at **80%** of after school programs, reaching approximately 200 students. This year's target group includes 8 after school programs.

- In 2016, we visited 8 after school programs with a total of 421 students. We reached **100%** of targeted schools; goal exceeded.

**Goal:** Provide recycling and waste reduction presentations for **25** local groups or approximately 750 individuals including civic groups, scouts, preschools, non-target school groups, university classes.<sup>2</sup>

- In 2016, EAC staff presented **20** programs for these qualifying groups to 491 people. Goal not reached due to presentations to community groups on other EAC program topics.

**Goal:** Promote recycling and sustainable practices to direct audiences utilizing social media channels including Facebook, Twitter, LinkedIn, and YouTube with a target of **30,000** interactions annually.

- In 2016, our social media posts resulted in **71,711** interactions, representing 239% of our goal.

<sup>1</sup> The totals below represent Year-To-Date numbers. Specific details of this Quarter's activities are described on the pages that follow.

<sup>2</sup> In practice the EAC provides these programs for nearly 100% of those requesting the services.

**Goal:** Provide and promote comprehensive online resources on recycling and waste disposal for Bloomington, Normal, and McLean County with a target of **12,000** visits to these pages annually.

- ☑ Estimated YTD totals: **35,027** visits, which exceeds our goal.

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### **SOLID WASTE MESSAGING:**

#### **2016 TOTAL REACH: 405,182 INTERACTIONS**

*DIRECT (PROGRAMS, EVENTS, PHONE INQUIRIES): 18,444*

*MEDIA (NEWSPAPER, RADIO, SOCIAL MEDIA, WEB): 386,738*

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### **LAGGING INDICATOR**

As the main goals of the McLean County Solid Waste Program are to increase recycling while increasing source reduction, the annual measurement and reporting of these rates by the EAC can act as lagging indicators of the success of outreach efforts. However, the value of this performance indicator is also limited by other factors impacting recycling and waste generation rates, such as accessibility of recycling programs and macroeconomic forces. While quantifying source reduction of municipal solid waste is problematic, tracking recycling rates is much more reliable. Per the 2012 Five Year Update to the McLean County Integrated Solid Waste Management Plan, the county-wide recycling rate goal is currently set at 40%, which will also serve as the EAC's target for purposes of this indicator.

**The 2015 recycling rate fell by 1.2 percentage points from 2014 to 36.5%. At less than 0.1% variation from the average of the recycling rate average during past nine years, this is understood to represent no significant change.**

### **HOUSEHOLD HAZARDOUS WASTE (HHW) COLLECTION**

- Initiated planning for fall 2017 Household Hazardous Waste Collection early due to significant changes in host site availability. Spent several months negotiating access to multiple possible alternative event locations.
- Negotiated potential major sponsorship from a locally based organization.

### **SOLID WASTE COORDINATOR ACTIVITIES**

- Ongoing efforts in development of a new twenty-year McLean County Integrated Solid Waste Management Plan. Extensive research conducted into solid waste management strategies prior to the creation of three focus groups to brainstorm and prioritize strategies. Led twelve collaborative discussions towards group consensus on possible strategies for inclusion in the draft solid waste plan. Stakeholder groups formed and will meet in early 2017 to address a few remaining key issues before drafting the proposed new solid waste plan.
- Hosted state-wide e-waste meeting for Illinois electronics waste recycling working group.

- Facilitated quarterly Solid Waste Technical Committee Meetings including updates on solid waste planning process.
- Reviewed multiple solid waste permit applications from Illinois EPA on behalf of McLean County.
- Working towards implementation of new online recycling and waste database application to facilitate even easier distribution of information on local recycling programs.
- Two staff members attended the Illinois County Solid Waste Management Association annual conference.
- Solid Waste presentation given to Bloomington's City Council on current solid waste plan efforts, EAC solid waste outreach program reach, and estimated lifespan of the current McLean County Landfill.
- Coverage by multiple media outlets (WGLT, WMBD) of declining landfill capacity and EAC's solid waste plan efforts.
- Participation in ongoing efforts with the Illinois Product Stewardship Council to improve e-waste recycling regulations.



## COMMUNITY-WIDE WASTE GENERATION AND RECYCLING RATE

- Surveyed area waste haulers, recyclers, municipalities, and institutions to gather data for calculation of county-wide 2015 municipal solid waste generation rate and recycling rate.
- 91,866 tons of municipal solid waste were recycled in McLean County in 2015, representing more waste materials recycled than any time in the past six years. Unfortunately, total waste generated and landfilled also increased resulting in a minor decline in the overall recycling rate relative to waste generated. **The 2015 recycling rate fell by 1.2 percentage points from 2014 to 36.5%. At less than 0.1% variation from the average of the recycling rate average during past nine years, this is understood to represent no significant change.**
- **McLean County remains fairly close to the community-wide recycling goal of 40%. This goal is established within the McLean County Integrated Solid Waste Management Plan, which is updated every five years. However, with the rate showing no measurable progress in nine years, it is now evident that additional measures are critical for any improvement.**
- In addition to striving to meet the established goal, making additional progress in source reduction and further increased recycling is becoming increasingly important as it is estimated that one year of capacity remains in the McLean County Landfill. Upon closure of the landfill, waste will need to be transported farther from Bloomington-



Trinity Lutheran (2 classes, 32 people)

Washington (6 classes, 170 people)

**2016: Total schools: 32; Total classrooms 89; people: 2221**

- **Other K-12 School activities:**
  - Solid waste reduction and recycling programs for
    - Pepper Ridge Family Reading Night (2 presentations, 85 participants)
    - Unit 5 High Schools (2 programs, 42 participants)
    - Calvary Christian Daycamp (1 program, 14 participants)
  - Recycling programs featuring clip for movie "Wall-E" and games at 8 elementary school After School Programs: Grove, Oakdale, Colene Hoose, Sugar Creek, Glenn, Parkside, Fairview & Prairieland (8 programs, 421 participants)
  - Participated in "Earth Run" organized by Normal Community High School students: gave presentation to runners; proceeds to benefit the EAC.
- **Preschool Garbage Monster Presentations:**
  - Waste Reduction/Recycling program for Mulberry School (2 presentations, 53 participants)
- **Scout activities:**
  - Program for Brownie Scouts from Hudson (1 program, 10 participants)
  - Program for Scouts (1 program, 10 participants)
  - Program for Scouts at EAC (1 program, 9 participants)
- **University Programs:**
  - Presentation for ISU Student Environmental Health Association (45 participants)
  - Presentation for two Environmental Sciences classes at Illinois Wesleyan (42 participants)
- **Community solid waste reduction programs and information booths:**
  - Booth at Sugar Creek Arts Festival, plus distributed refillable bottles to artists (173 people)
  - In partnership with Midwest Fiber offered food waste composting and recycling at Sweet Corn Blues Festival along with an information booth (1,075 booth visitors)
  - Participated in Wellness Fairs at Country/Growmark/IAA (2 events, 186 people)
  - Solid waste reduction and recycling program for St John's Lutheran group (53 participants)
  - State Farm Earth Day event (3 events, 120 people)
  - City of Bloomington Health Fair (70 people)
  - Participation in Downs Community Breakfast event with booth about recycling (10 participants)
  - Information booth at David Davis Glorious Garden Fest (2 days, 219 people)
  - Light the Night event in Uptown Normal (26 people)

- Information booth at ISU Wellness Fair (39 people)
- Information booth at ISU Horticulture Center Autumn Fest (20 people)
- Booth at McLean County Chamber of Commerce non-profit showcase (220 people)
- Connect Transit Employee Health Fair
- **Library Programs:**
  - "The Lorax" presentation, including information about waste reduction and composting, at Bloomington Library (42 participants), Normal Library (21 participants), Colfax (13 participants), Danvers (10 participants), Heyworth (55 participants), Hudson (46 participants), LeRoy (85 participants), McLean (62 participants), and Towanda (45 participants).
- **Other Programs:**
  - Presentation at PEO Club (35 participants) with emphasis on waste reduction
  - Recycling and waste reduction program co-sponsored by Mid Central Community Action
  - Program for Daybreak Rotary group covering many solid waste topics (15 participants)
  - Presentation at Westminster Village (30 participants) with emphasis on waste reduction
  - Program for University Club – 16 people

## OTHER ACTIVITIES

- Produced four quarterly EAC paper newsletters featuring solid waste issues among other topics. Mailed each issue to approximately 270 households.
- Sent monthly issues of the EAC Action News email newsletters to over 900 email addresses to promote general recycling and waste reduction; issues were also targeted to timely events such as HHW, recycling, vermicomposting and more.
- Promoted waste reduction, recycling, composting and proper disposal of household hazardous wastes through social media. EAC posted messages on its Facebook, Twitter, LinkedIn, and YouTube accounts on solid waste topics, with a resulting 71,711 views of these posts.
- Answered 802 phone calls and other inquiries about the disposal of household hazardous waste and recycling.
- Received 35,027 to solid waste, recycling, and hazardous waste related pages within EAC's website.
- Administration and promotion of McFreecycle, a free listserv on the internet for the free exchange of materials in McLean County to avoid disposal of useable items. (2,082 current members with an average of 198 messages exchanged monthly).
- Awarded the annual McLean County Green Awards in June. The McLean County Waste Reduction and Recycling Award recognized The Bloomington-Normal Marriott. The McLean County World of Difference Award was presented to General Manager Jeff Pritts of the Bloomington-Normal Marriott.

- Co-sponsored the Illinois Sustainable Living and Wellness Expo (ISLWE) at IWU – 3000 participants. This year's event was purposefully designed to model "zero-waste" event planning; much of the literature was presented electronically instead of paper hand-outs, and vendors were encouraged to not distribute extraneous trinkets. Event was publicized on WJBC and WGLT, with advertisements and interviews, reaching nearly 50,000 area residents.
- Promoted and participated in Bloomington-Normal Clean Up Day in April, removing trash from a 1.6 mile stretch of Sugar Creek from Tipton Park to Audubon Gardens; Clean-Up Week was promoted on WGLT interview and through social media posts and paid advertisements.

- Promoted nontraditional recycling programs through annual America Recycles Day Mega Recycling Event in partnership with Illinois Wesleyan University in November. Over 415 households recycled thousands of pounds of electronics, textiles, paper (shredded), and miscellaneous items including eyeglasses, hearing aids, plastic shopping bags, mattresses and Terracycle items. Each participant was given local listings for recycling these items anytime throughout the year.



- Executive Director was interviewed on WGLT concerning America Recycles Day and next year's plans for Household Hazardous Waste collection event. Approximately 5,000 listeners. Also had coverage for America Recycles Day event on WJBC and in Pantagraph.
- Held MEGA Recycling event in conjunction with the Illinois Sustainable Living and Wellness Expo at IWU in April. Over 200 households recycled electronics, textiles, Terracycle items, and corrugated plastic signs; participants were given information about recycling these items in our community throughout the year.
- EAC sponsored Earth Day on WJBC resulting in extensive coverage with hourly spots and an extensive live interview on both WJBC and WBNQ covering many solid waste topics; over 25,000 listeners.
- Executive Director was guest on pre-Earth Day edition of WGLT's "Sound Ideas" with topics including solid and hazardous waste. Approximately 5,000 listeners. Followed up with Earth Day promotional underwriting spots on WGLT.
- Full page ad in The Pantagraph on Earth Day listing the many resources the EAC provides to our community, including information about solid waste, recycling, and household hazardous waste.

- June interview on WGLT's Sound Ideas regarding solid waste planning process, recycling rate, landfill closure, and recycling Q&A.
- June interview on WJBC about recycling rate and other waste issues.
- Held six build-your-own composter workshops with a total of 19 participants making bins to use at home and receiving full instruction on best composting practices.
- Loan of special event recycling containers to Boy Scouts for May events and IWU for graduation events.

## Appendix F: 2016 McLean County Waste Generation and Recycling Rate

**PRESS RELEASE**

**For immediate release**

**June 26, 2017**

**Contact:** Michael Brown  
**Phone:** (309) 454-3169 x.11

### 2016 McLean County Recycling Rate Exceeds 10-year old Goal

While total volumes of waste recycled and waste generated decreased in 2016 in McLean County in comparison to 2015 rates, the community finally met a long-standing recycling rate goal. Nearly 42% of municipal solid waste generated in McLean County in 2016 was recycled; this is the first time the county reached the 40% community-wide recycling since increasing the goal in 2007. The 40% goal was set to continue to drive improvements in local recycling programs after the county met state mandated recycling goals of 15% and 25%.

Action by the City of Bloomington and Town of Normal to contract with Henson C & D Recycling to recycle "bulky waste" or large items such as old furniture or materials from remodeling projects was a key factor in reaching the 40% recycling goal. Previously all of these items were landfilled; starting in April 2016, the materials were recycled through the construction and demolition recycling facility owned and operated by Henson Disposal. This resulted in a significant jump in the recovery rate of these materials from approximately 4% to an estimated 21%.

	2012	2013	2014	2015	2016
Total MSW Recycled (tons)	66,737	73,833	85,196	91,866	73,760
Total MSW Landfilled (tons)	116,290	121,991	141,068	159,989	103,459
Total Municipal Solid Waste Generated (tons)	183,079	195,824	226,264	251,855	177,219
<b>Percent Change from Previous Year</b>	-12.0%	7.0%	15.5%	11.3%	-29.6%
Recycling Rate	<b>36.5%</b>	<b>37.7%</b>	<b>37.7%</b>	<b>36.5%</b>	<b>41.6%</b>
<b>Percent Change from Previous Year</b>	6.7%	3.3%	0.0%	-3.2%	14.1%

With less than one year of capacity left in the McLean County Landfill, more assertive strategies can make waste management more cost-effective in the long term. The Ecology Action Center is currently completing an entirely new waste management plan for McLean County, the City of Bloomington, and the Town of Normal. This plan

will outline strategies to further increase recycling and waste reduction for the next two decades.

The Ecology Action Center annually collects waste and recycling data to calculate the amount of municipal solid waste generated and recycled for all of McLean County as a lagging indicator of the impact of local recycling and outreach programs. Among other services, the EAC acts as the solid waste agency for Bloomington, Normal, and McLean County and provides technical assistance, recycling promotion, nontraditional recycling program administration, household hazardous waste coordination, education and outreach.

Information on residential recycling, recycling of nontraditional materials, and information on disposal of household hazardous wastes is available by calling (309) 454-3169 or visiting [ecologyactioncenter.org](http://ecologyactioncenter.org).

*The Ecology Action Center is a not-for-profit environmental agency with a mission to inspire and assist residents of McLean County in creating, strengthening and preserving a healthy environment. The EAC acts as a central resource for environmental education, information, outreach, and technical assistance in McLean County.*

###

## SOLID WASTE PROGRAM AGREEMENT

This agreement is entered into as of this 1st day of January, 2017, by and between the City of Bloomington, Town of Normal, and County of McLean (hereinafter referred to as the "City", "Town", and "County") and the Ecology Action Center (hereinafter referred to as the "Center").

### A. Purpose of This Agreement:

The purpose of this agreement is to establish a framework for the continuing administration and implementation of the McLean County Solid Waste Program, hereafter referred to as the "Program", to include solid waste and waste reduction education programs for the City, Town, and County and assist the City, Town, and County in meeting the requirements of the Illinois Solid Waste Management Planning and Recycling Act, which requires Illinois counties to administer a solid waste management plan to reduce waste and recycle 40% of the waste generated.

### B. Period of Agreement:

The period of this agreement is three (3) years, commencing January 1, 2017 and ending December 31, 2019. This agreement shall be automatically renewed on a calendar year basis unless any party otherwise indicates. Either party may terminate this agreement for any reason with a minimum of sixty (60) days written notice to the other party.

### C. Services:

#### 1. City, Town, and County

The City, Town, and County shall:

- a. provide program guidance and oversight through participation on the McLean County Solid Waste Management Program Technical Committee and
- b. provide funding for the project in accordance with item "D" of this agreement.

#### 2. Center

The Center shall:

- a. provide a Solid Waste Coordinator for the community
- b. act as the community solid waste agency

- c. provide the solid waste and waste reduction services to the City, Town, and County as outlined in Appendix A; and
- d. complete the following reporting requirements: 1) quarterly progress reports including leading performance indicators to Bloomington, Normal, and the McLean County Board Land Use Committee; 2) annual reports to the Illinois Environmental Protection Agency when required;<sup>1</sup> 3) five year updates to the McLean County Integrated Solid Waste Management Plan as required; and 4) periodic reports to the McLean County Solid Waste Management Technical Committee as needed.

D. Project Costs:

1. Payments of \$8,750 shall be made by the County by the first (1<sup>st</sup>) week of every month of the agreement, pending the receipt of an invoice from the Center by the fifteenth day of the preceding month. An annual cost of living increase will be added to the monthly fee after January 2018 and January 2019 equal to that year's consumer price index or a maximum of three (3) percent of the monthly contract cost. The total cost of the contract will not exceed \$325,000, which includes a three (3) percent increase per year in January 2018 and January 2019. These payments shall cease upon the closure of the McLean County Landfill and/or the otherwise loss of the majority of anticipated revenues to the McLean County Solid Waste Fund due to diversion of the majority of municipal solid waste to landfills outside McLean County. In that event, the parties to this agreement shall commence making payments as provided in the foregoing paragraphs D2, 3, and 4.
2. Upon the event of closure of the McLean County Landfill and/or the otherwise loss of the majority of anticipated revenues to the McLean County Solid Waste Fund due to diversion of the majority of municipal solid waste to landfills outside of McLean County, the City, County and Town will collectively assume funding responsibility for the Program services provided by the Center. The annual contract cost of the Program, at the level described in section "D", will be split by the City, Town, and County proportionally using the figures of 45% to represent the City population, 31% to represent the Town population, and 24% to represent the County population. See Appendix "B" for estimates of annual program costs anticipated from the City, Town, and County.
3. The County shall give 90 days' notice to the City, Town, and Center of the date that responsibility for program funding will transfer to all three parties. The Center shall invoice the City, Town, and County annually per the amounts set forth in subitem "2" of item "D" above by the fifteenth day of the month following the 90 days' notice by the County. The City, Town, and County shall make these payments by the first (1<sup>st</sup>) week of the following month pending receipt of said invoice.

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<sup>1</sup> Due to state cutbacks, IEPA is currently not accepting annual recycling rate and MSW generation reports for compilation.

4. It is understood by all parties that payment in support of this agreement is contingent upon availability of Program revenue and/or funds provided through the City, Town, and County.
- E. The Center shall save and hold the City, Town, and County, (including its officials, agents and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of action, claims and judgments, resulting from claimed injury, damage, loss or loss of use for any person, including natural persons and any other legal entity or property of any kind (including, but not limited to, choices in action) arising out of or in any way connected with the performance under this agreement, for any costs, expenses, judgments, and attorney's fee paid or incurred or paid for on behalf of the City, Town, and/or County, and/or its agents and employees, by insurance provided by the aforementioned government bodies.
- F. This agreement may be modified by mutual consent of the parties hereto and agreed to in writing and does not preclude separate agreements between the Center and individual units of government for additional services.

Toni Renta 12/2/16  
 City of Bloomington Date

Christopher Koo 11.22.16  
 Town of Normal Date

John McFadyen 11-15-16  
 County of McLean Date

[Signature] 1/3/17  
 Ecology Action Center Date

## APPENDIX A Services Provided

The Center shall:

a. perform the following administrative and technical responsibilities as Community Solid Waste Coordinator:

- facilitate and record minutes of meetings of the Solid Waste Technical Committee;
- facilitate submission of grant proposals by local businesses and schools and apply for relevant grants for McLean County, such as solid waste planning grants and/or household hazardous waste collection grants;
- organize and promote Household Hazardous Waste Collection events as funding is available;
- annually determine McLean County's recycling rate as prescribed by the Illinois Environmental Protection Agency ("IEPA") and provide this information to the Solid Waste Technical Committee, City, Town, and County, public and the IEPA;
- coordinate McLean County Solid Waste Plan updates including submission to the IEPA;
- maintain familiarity with existing and pending solid waste regulations;
- coordinate implementation of McLean County Solid Waste Plan;
- review pollution control facility site applications as needed.<sup>2</sup>

b. provide the following solid waste management and program coordination services:

- maintain and moderate the McLean County Freecycle group, a free electronic exchange community to reduce waste;
- assist schools and businesses in adopting recycling programs;
- coordinate sustainability events to encourage recycling within the context of other environmentally positive practices;
- offer the McLean County Recycling and Waste Reduction Awards Program, including soliciting entries and evaluate applications, award certificates and recognize winners at meetings and through the media;

c. provide the following solid waste/waste reduction education and outreach services:

- provide a community waste and recycling information center/hotline;
- offer comprehensive online listings of local waste recycling and disposal options to include traditional municipal recycling, nontraditional recycling, and household hazardous wastes;

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<sup>2</sup> If a pollution control facility permit review requires more than 15 hours of EAC staff time, reimbursement (including FICA/UI) in excess of 15 hours shall be provided by the appropriate governing body (City, Town, or County) from the siting review fee upon completion of the permit review process. Per 415 ILCS 5/39.2(k) "A county board or governing body of a municipality may charge applicants for siting review under this Section a reasonable fee to cover the reasonable and necessary costs incurred by such county or municipality in the siting review process."

- promote recycling, composting, waste reduction, reuse, and proper household hazardous waste disposal through multiple media channels—social media, electronic, and stories in traditional media;
- conduct hands-on recycling and waste reduction programs in Bloomington, Normal, and County elementary schools;
- design and produce materials to encourage new recyclers;
- offer events promoting recycling and sustainable practices such as America Recycles Day and the Illinois Sustainable Living and Wellness Expo;
- write and distribute publicity as necessary;
- offer a recycling education and promotion program for middle and high school students on request;
- offer summer library reading programs for Bloomington, Normal, and County Public Libraries;
- provide speakers to community groups including civic groups, religious groups, and social groups;
- provide resources to encourage public event recycling where feasible at Bloomington and Normal events;
- offer recycling and waste reduction information at public events and festivals;
- provide newsletters to McLean County residents by download on the EAC website;
- provide online newsletters to email subscribers on a regular basis;
- act as a resource for local educators;
- develop public information materials;
- create opportunities for public interest stories in local news media through press releases;
- participate in regional and state solid waste initiatives when appropriate;
- provide adult educational workshops on topics such as composting
- update recycling and hazardous waste information for the [www.Earth911.com](http://www.Earth911.com) national website and local websites;
- promote source reduction of Household Hazardous Wastes.

d. provide for the administration of the program to include:

- the submission of quarterly progress reports to the City, Town, and County on the activities conducted in compliance with this agreement;
- the combining of relevant programs as appropriate to avoid duplication and reduce costs and time;
- the submission of required reports and updates to the Illinois Environmental Protection Agency (IEPA);
- the invoices for services performed in accordance with item "D" of this agreement and;
- the reporting of program activities to the McLean County Solid Waste Technical Committee and other local government entities as requested.

e. evaluate effectiveness through key performance measures to include:

#### **Leading Indicators**

- Goal: Visit 75% of eligible classrooms in McLean County, Bloomington, and Normal for elementary school recycling and waste reduction education programs. Reaching this target means directly engaging with approximately 1,500 students.
- Goal: Visit 60% of public libraries within McLean County, Bloomington and Normal and provide a summer reading program on recycling and waste reduction topics. Reaching this target means directly engaging with approximately 300 library patrons.
- Goal: Provide recycling and waste reduction presentations for 30 local groups or approximately 750 individuals including civic groups, scouts, preschools, non-target school groups, university classes. In practice the EAC provides these programs for nearly 100% of those requesting the services.
- Goal: Promote recycling and sustainable practices to direct audiences utilizing social media channels including Facebook, Twitter, LinkedIn, and YouTube with a target of 100,000 interactions annually.
- Goal: Provide and promote comprehensive online resources on recycling and waste disposal for Bloomington, Normal, and McLean County with a target of 25,000 visits to these pages annually.

#### **Lagging Indicator**

As the main goals of the McLean County Solid Waste Program are to increase recycling while increasing source reduction, the annual measurement and reporting of these rates by the EAC can act as lagging indicators of the success of outreach efforts. However, the value of this performance indicator is also limited by other factors impacting recycling and waste generation rates, such as accessibility of recycling programs and macroeconomic forces. While quantifying source reduction of municipal solid waste is problematic, tracking recycling rates is much more reliable.

Per the 2012 Five Year Update to the McLean County Integrated Solid Waste Management Plan, the county-wide recycling rate goal is currently set at 40%, which will also serve as the EAC's target for purposes of this indicator. The 2012 calculated recycling rate was 36.5%. The 2017 McLean County Integrated Solid Waste Management Plan is currently in development; it is anticipated that the recycling rate goal will be increased as a result of the planning process.

APPENDIX B

Breakdown of anticipated program costs by City, Town, and County upon closure of McLean County Landfill

Calendar Year	Estimated Annual Total Program Costs *	City (45%)	Town (31%)	County (24%)
2017	\$105,000	\$47,250	\$32,550	\$25,200
2018	\$108,150	\$48,668	\$33,527	\$25,956
2019	\$111,395	\$50,128	\$34,532	\$26,735

\* This estimate includes the maximum COLA increase of 3 percent in 2018 and 2019 allowed in Section "D", subsection "I". In practice, this increase is normally less.

## APPENDIX C

### Demonstration of Need

#### **Statutory Requirements**

The Illinois Solid Waste Planning and Recycling Act of 1991 requires solid waste planning by all Illinois counties with specific emphasis on cooperative agreements between local units of government. Specific requirements of this act include:

- creation and adoption of a county solid waste management plan to include a recycling program;
- designation of a recycling/solid waste coordinator to administer the program;
- establishment of a target within the plan for increasing community-wide recycling rates;
- public education and notification programs to increase recycling;
- provisions for compliance, including incentives;
- review and updating of the solid waste plan every five years.

#### **Benefit**

There are significant global and local benefits from recycling, waste reduction, and proper household hazardous waste disposal. Recycling of materials and waste reduction conserve natural resources, reduce energy costs associated with extraction, transportation, and processing of virgin materials, and reduce air and water pollution emissions from avoided energy consumption. Source reduction and proper disposal of household hazardous wastes are substantial factors in protecting local groundwater and surface water supplies in addition to contributing to increased child safety at home by reducing accidental exposure risks.

No less significant are the fiscal benefits from recycling; It is well established that providing recycling services is less expensive than landfilling waste because of the revenues realized when collected materials are sold as commodities. As volumes of both waste landfilled (at a cost) and waste recycled (at a subsidized cost due to commodity values) are impacted by education and outreach efforts, taxpayers directly benefit from EAC's services.

#### **Cost Efficiency**

The Ecology Action Center provides public outreach, education, and technical services at a very cost-effective rate. The program staff are not only trained environmental science professionals with a combined 50+ years of nontraditional education and program coordination experience, but are extremely passionate and dedicated to their work.

Due to the EAC's 501 (c)(3) nonprofit organization designation which allows for tax deductions to donors, program cost savings can be realized through discounted or donated goods and services which are not possible in the commercial sector. The EAC's offices and public facility are not only leased at a favorable rate from the Town

of Normal, but are extremely energy efficient and inexpensive to heat and cool with its grant-funded geothermal retrofit and significant weatherization. These factors combined result in a low overhead cost for EAC's operations.

The roughly \$100,000 annual contract costs include the following:

- EAC staff time (including interns) comparable to approximately 1.5 FTE including FICA/UI;
- approximately 500 volunteer hours of labor annually worth \$11,780;<sup>3</sup>
- authorized travel reimbursement at IRS rates;
- program supplies, printing, postage;
- leveraging of additional services of public benefit through partnerships with other nonprofit and for-profit partners;
- advertising and promotions via traditional and cost-effective social media;
- administrative overhead.

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<sup>3</sup> The estimated value of volunteer time for 2015 is \$23.56 per hour.  
[http://www.independentsector.org/volunteer\\_time](http://www.independentsector.org/volunteer_time)

## APPENDIX D

### Ecology Action Center Highlights 1971-present

1971: One day recycling drive collecting newspapers, cans, and glass bottles leads to formation of "Operation Recycle," predecessor to the Ecology Action Center.

1971-1982: Recycling drives staffed by volunteers held every 4-7 weeks at three locations in Bloomington and Normal; 200-300 tons collected annually. Operation Recycle donates over \$10,000 in profits from sales of recyclables for environmental improvements in McLean County.

1983: Operation Recycling partners with Mid-Central Community Action to establish a full time recycling center to increase recycling volumes and to train and employ lower income individuals.

1985: Operation Recycle calls for creation of a municipal solid waste committee with members appointed by Bloomington-Normal mayors.

1991: McLean County Board adopts McLean County Integrated Solid Waste Management Plan (ISWMP) in accordance with Illinois Solid Waste Planning and Recycling Act.

1990s: Bloomington and Normal take over residential recycling services.

2001: McLean County Regional Planning Commission sub-contracts Operation Recycle to provide solid waste education services as part of McLean County Solid Waste Program.

2004: Operation Recycle officially changes its name to the Ecology Action Center (EAC). McLean County, Bloomington, and Normal contract the EAC to coordinate administration and implementation of the McLean County Solid Waste Program, including recycling and waste reduction education programs for Bloomington, Normal, and McLean County to meet the requirements of the Illinois Solid Waste Management Planning and Recycling Act.

2011: In partnership with Illinois Wesleyan University, EAC creates the "MEGA Recycling Event," which accepts non-traditional recyclables—electronics, textiles, clothing, plastic garden pots, household batteries and CFLs—and also encourages recycling of these materials at various locations in McLean County year-around.

2011-2012: EAC spearheads fundraising campaign to hold first-ever locally funded Household Hazardous Waste Collection Event in McLean County, raising over \$143,000 and \$32,000 in-kind contributions. Over 160,000 pounds of hazardous materials were collected from approximately 3,000 households.

2012: EAC holds first major central Illinois zero-waste event by implementing waste-reduction strategies at its annual Illinois Sustainable Living and Wellness Expo. Less than

one bag of trash was generated for 4,300 event participants. For the first time the EAC annual calculation of community-wide waste and recycling rates demonstrates a significant drop in total waste generated (including recyclables) while also showing a positive increase in overall recycling rates to 36.5%. The combination of simultaneous source reduction and increased recycling is the ideal position.

2015: EAC holds first locally funded Household Hazardous Waste Collection under new agreement with the City of Bloomington, Town of Normal, and McLean County which provides the bulk of the funding for biennial HHW collection events for local residents.

2016: EAC launches process to create a new, more assertive 20-year solid waste management plan.

August 2017 (anticipated): McLean County Landfill reaches capacity and begins closure process.

RESOLUTION NO. 2016-42

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT CONCERNING THE McLEAN COUNTY GEOGRAPHIC INFORMATION SYSTEM CONSORTIUM AND AUTHORIZING THE AMENDMENT AND TERMINATION OF PRIOR AGREEMENTS

WHEREAS, the City of Bloomington is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, in 2001, the City entered into the *Intergovernmental Agreement for Countywide GIS Development and Maintenance in McLean County Illinois* ("2001 IGA"); and

WHEREAS, the City entered into the 2001 IGA with the following parties for the development and maintenance of a countywide geographic information system ("McGIS"): the McLean County Regional Planning Commission, McLean County, the City of Bloomington, Bloomington Township, and the Emergency Telephone System Board; and

WHEREAS, the parties seek to restructure the McGIS operations, to streamline procedures and achieve greater efficiencies; and

WHEREAS, this restructuring will require the execution of a new intergovernmental agreement ("2016 IGA," attached as Exhibit 1) between McLean County, the City of Bloomington, and the Town, and the new agreement will replace the 2001 IGA; and

WHEREAS, because the parties are not identical between the two agreements, in order for the 2016 IGA to replace the 2001 IGA, that 2001 IGA first needs to be amended to allow for its termination, and then it needs to be terminated; and

WHEREAS, it is in the best interests of health, safety, and welfare of the citizens of Bloomington to (i) allow for the amendment and termination of the 2001 IGA and (ii) authorize execution of the 2016 IGA.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL AS FOLLOWS:

SECTION ONE: That the Mayor is authorized to execute an amendment to the 2001 IGA to allow for the mutual termination of that agreement.

SECTION TWO: That the Mayor is authorized to execute any instrument necessary for the termination of the 2001 IGA.

SECTION THREE: That the Mayor is authorized to execute the 2016 IGA.



**REGULAR AGENDA ITEM NO. 8C**

FOR COUNCIL: October 9, 2017

**SUBJECT:** Consideration of a Resolution authorizing the City Manager to approve energy supply contracts for City Facilities.

**RECOMMENDATION/MOTION:** Council approves a Resolution authorizing the City Manager to approve energy supply contracts for City Facilities, and authorize the Mayor and City Clerk to execute the Resolution.

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

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

**BACKGROUND:** At the July 24, 2017 meeting, Council approved an agreement with The Stone River Group to provide energy brokerage services for the City of Bloomington for a three year period. The Stone River Group brokered an electric Municipal Aggregation contract for residents and small businesses on August 30, 2017. The 100% renewable electric supply rate of \$0.0507 per kilowatt-hour will begin in June 2018. The Stone River Group has now directed their attention to electric supply for City facilities using more than 15,000 kilo-watt hours per year. There are currently 40 facilities in this category including City Hall, Center for Performing Arts, Grossinger Motors Arena, Golf Irrigation Pumps, Library, Police Department, Public Works, Water Treatment Plant, Zoo and several water and sewage pump stations. The current electric supply contracts expire October 31, 2017 for the Arena and May 31, 2018 for the remaining facilities. The Stone River Group plans to seek electric supply bids for these City facilities now to take advantage of the current low rates. As soon as a new electric supply contract for these City facilities has been executed, the Stone River Group wants to pursue a natural gas supply contract for the same facilities. In order to pursue these energy contracts, the attached Resolution authorizing the City Manager to execute energy contracts needs to be adopted.

CITY FACILITY ELECTRIC USAGE HISTORY			
YEAR	TOTAL KW-HR USED	TOTAL COST	AVG COST / KW-HR
2012	27,593,306	\$2,710,196.22	\$0.10
2013	21,826,312	\$2,594,629.91	\$0.12
2014	43,811,791	\$2,421,533.35	\$0.06
2015	25,830,427	\$2,587,454.33	\$0.10
2016	35,794,192	\$2,771,599.66	\$0.08
TOTAL	154,856,028	\$13,085,413.47	\$0.08

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The Stone River Group

**FINANCIAL IMPACT:** Execution of energy supply contracts provides lower energy costs than remaining on the open market and is in the best interest of the City. Energy costs are included in the current FY 2018 City budget.

**COMMUNITY DEVELOPMENT IMPACT:** Not Applicable

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY**

**CONSTRUCTION:** Not Applicable

Respectfully submitted for Council consideration.

Prepared by: Russel Waller, Facilities Manager

Reviewed by: Steve Rasmussen, Assistant City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Scott Rathbun, Budget Manager

Legal review by:

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Resolution

**RESOLUTION NO. 2017-**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPROVE  
ELECTRIC AND NATURAL GAS SUPPLY CONTRACTS**

WHEREAS, the City of Bloomington has entered into an Agreement with the Stone River Group; and

WHEREAS, the Stone River Group will serve as the City's Consultant to obtain electricity and natural gas pricing for a three year period; and

WHEREAS, the Stone River is not authorized to sign on the City's behalf any agreement and/or contract; and

WHEREAS, it is in the best interest of the taxpayer that the City Manager of the City of Bloomington be authorized to sign the lowest vendor bid service agreement for Electric and Natural Gas Contracts.

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

SECTION ONE: The City Manager of the City of Bloomington, Illinois, is hereby authorized to execute and deliver and the City Clerk of the City of Bloomington, Illinois, is hereby authorized to attest to said execution of contracts with the lowest responsible bidders for the supply of electricity and natural gas, said execution and attestation to take place within the applicable time constraints required by the bidder.

SECTION TWO: This Resolution shall be effective immediately and shall remain in effect during the term of the Agreement with The Stone River Group.

**PASSED this 9<sup>th</sup> day of October, 2017.**

**APPROVED this \_\_\_\_ day of October, 2017.**

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Tari Renner, Mayor

\_\_\_\_\_  
Cherry Lawson, C.M.C., City Clerk