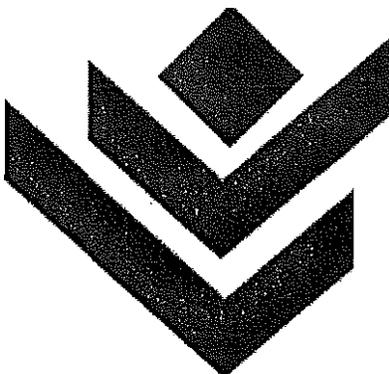




CITY OF  
BLOOMINGTON  
COUNCIL MEETING  
AUGUST 13, 2018



## **City Logo Design Rationale**

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

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

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

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

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

## Brief Summary of Five Council Priorities

### Five Priorities

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

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

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

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

#### 1. Economic Development

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

#### 2. Infrastructure

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

3. Financial Planning

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

4. Reduced Emergency Response Times

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

5. Downtown Implementation Plan

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



**RESOLUTION NO. 2016 -29**

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

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

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

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

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

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

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

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

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

**Vision:** A Jewel of Midwest Cities

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

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

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

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

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

Cherry L. Lawson, City Clerk

# AGENDA



**CITY COUNCIL MEETING AGENDA  
CITY HALL COUNCIL CHAMBERS  
109 EAST OLIVE STREET, BLOOMINGTON, IL 61701  
MONDAY, AUGUST 13, 2018; 7:00 P.M.**

- 1. Call to Order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer**
- 4. Roll Call**
- 5. Recognitions/Appointments**
  - A. Reappointment of Monica Bullington to the Connect Transit Board.
  - B. Appointment of Cody Hendricks to the Japanese Sister City Committee.

**6. Public Comment**

**7. “Consent Agenda”**

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

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

- A. Consideration of approving the Minutes of the July 23, 2018 Regular City Council Meeting. *(Recommend the reading of minutes be dispensed and approved as printed.)*
- B. Consideration of approving Bills, Payroll, and Electronic Transfers in the amount of \$10,544,709.33. *(Recommend the Bills, Payroll, and Electronic Transfers be allowed in the*

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

*amount of \$10,544,709.33, and orders drawn on the Treasurer for the various amounts as funds are available.)*

- C. Consideration of approving a Reappointment to the Connect Transit Board and an Appointment to the Japanese Sister City Committee. *(Recommend Monica Bullington be reappointed to the Connect Transit Board and that Cody Hendricks be appointed to the Japanese Sister City Committee.)*
  
- D. Consideration of a Road Dedication Agreement with Three M's, LLC (an Illinois Limited Liability Company) for Right-of-Way Dedication and Temporary Easement, in conjunction with the G.E. Road and Keaton Place/Auto Row Drive Intersection Improvement project, in the amount of \$875, as requested by the Public Works Department. *(Recommend the Road Dedication Agreement with Three M's, LLC for Right-of-Way Dedication and Temporary Easement, in conjunction with the G.E. Road and Keaton Place/Auto Row Drive Intersection Improvement Project, in the amount of \$875, be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*
  
- E. Consideration of a Road Dedication Agreement with Brad Barker Motors, Inc. (an Illinois Corporation) for Right-of-Way Dedication and Temporary Easement, in conjunction with the G.E. Road and Keaton Place/Auto Row Drive Intersection Improvement project, in the amount of \$2,500, as requested by the Public Works Department. *(Recommend the Road Dedication Agreement with Brad Barker Motors, Inc. for Right-of-Way Dedication and Temporary Easement, in conjunction with the G.E. Road and Keaton Place/Auto Row Drive Intersection Improvement Project, in the amount of \$2,500, be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*
  
- F. Consideration of a Contract with Stark Excavating, Inc. for construction of sidewalk along West Washington Street and across two Union Pacific Railroad crossings (BID# 2019-08), in the amount of \$35,516.07, as requested by the Public Works Department. *(Recommend the Contract with Stark Excavating, Inc. (BID# 2019-08) for construction of sidewalk along West Washington Street and across two Union Pacific Railroad crossings (Bid #2019-08) in the amount of \$35,516.07 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*
  
- G. Consideration of a Resolution approving the installation of a Route 66 Experience Hub on public property at the Northeast corner of Jefferson Street and Main Street, in accordance with the requirements of Chapter 3, Section 6.4 of the Bloomington City Code, as requested by the Public Works Department. *(Recommend the Resolution approving the installation of a Route 66 Experience Hub on public property at the Northeast corner of Jefferson Street and Main Street in accordance with the requirements of Chapter 3, Section 6.4 of the Bloomington City Code be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

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- H. Consideration of (1) a Resolution Waiving the Formal Bid Process to approve Masonry Work for the Fire Service Memorial, (2) an Ordinance Amending the Fiscal Year 2019 Budget in the amount of \$59,100, and (3) a Contract with Keystone Construction Enterprises, Inc. for Masonry Work in the amount of \$33,264, as requested by the Fire and Parks, Recreation, and Cultural Arts Departments. *(Recommend (1) a Resolution Waiving the Formal Bid Process to approve Masonry Work for the Fire Service Memorial, (2) an Ordinance Amending the Fiscal Year 2019 Budget in the amount of \$59,100, (3) a Contract with Keystone Construction Enterprises, Inc. for Masonry Work in the amount of \$33,264 be approved, the Mayor and City Clerk be authorized to execute the Resolution and Ordinance and the City Manager and City Clerk be authorized to execute the Contract.)*
  
- I. Consideration of a Petition for the Lake Bloomington Lease Transfer of Lot 15 in Block 3 in Camp Kickapoo from Jeff and Tracy Barth to Matt and Lucy Wisdom, as requested by the Water Department. *(Recommend the Lake Lease Transfer be approved, subject to the following contingencies: (1) the new leaseholders apply for permits for existing non-leased marginal land and reservoir improvements that are determined compliant with the City rules and regulations within six months of transfer; (2) the new leaseholders apply for an electrical permit for electrical installations on the non-leased marginal land; (3) any and all lease and refuse fees due to the City are paid in full; (4) the City is provided with documentation of the sale of the house located on the property; and the Mayor and City Clerk be authorized to execute the necessary documents.)*
  
- J. Consideration of an Ordinance amending Chapter 6 of the Bloomington City Code to create a new Liquor License Classification allowing the retail sale of packaged beer and wine for consumption on or off the premises where sold and Amending Chapter 6 Section 7B to impose a fee for the new License Classification, as requested by the Legal Department. *(Recommend the Ordinance amending Chapter 6 of the Bloomington City Code creating a new Liquor License Classification allowing the retail sale of packaged beer and wine for consumption on or off the premises where sold and amending Chapter 6 Section 7B to impose a fee for the new License Classification be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*
  
- K. Consideration of an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge at Lake Bloomington on September 1, 2018, the request from Madison Jameson and Matthew Ganden to allow moderate consumption of alcohol, as requested by the City Clerk's Office. *(Recommend the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge at Lake Bloomington on September 1, 2018, be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

## 8. "Regular Agenda"

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

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

*Recommend*

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

*or, alternatively,*

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

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

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

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

# RECOGNITIONS



COUNCIL DATE: August 13, 2018

**COUNCIL AGENDA ITEM NO. 5**

Recognition/Appointments

- A. Reappointment of Monica Bullington to the Connect Transit Board.
- B. Appointment of Cody Hendricks to the Japanese Sister City Committee.

# CONSENT AGENDA



**CONSENT AGENDA ITEM NO: 7A**

FOR COUNCIL: August 13, 2018

**SPONSORING DEPARTMENT:** City Clerk's Office

**SUBJECT:** Consideration of approving the Minutes of the July 23, 2018 Regular City Council Meeting.

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

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

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

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

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

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

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** N/A

Respectfully submitted for Council consideration.

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

Recommended by:

A handwritten signature in black ink, appearing to read "Tim Gleason", written over a white background.

Tim Gleason  
City Manager

**Attachments:**

- July 23, 2018 Regular City Council Meeting Minutes

**SUMMARY MEETING MINUTES  
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL  
OF BLOOMINGTON, ILLINOIS MONDAY, JULY 23, 2018, 7:00 P.M.**

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, July 23, 2018.

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

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

Staff Present: Tim Gleason, City Manager; Steve Rasmussen, Deputy City Manager; Jeffrey Jurgens, Corporation Counsel; Cherry Lawson, City Clerk; Scott Rathbun, Interim Finance Director; Nicole Albertson, Human Resource Director; Jim Karch, Public Works Director; Bob Yehl, Water Director; Russ Waller, Facilities Manager; George Boyle, Assistant Corporation Counsel; and other City staff were also present.

### **Recognition/Appointments**

- A. Loyalty Oath of Office, Timothy Gleason, newly appointed Bloomington City Manager.
- B. Recognition of Jim Karch, Public Works Director on being recognized by the Illinois Society of Professional Engineers with the 2018 Illinois Government Engineer of the Year Award.
- C. Proclamation declaring the Recognition of 25th Anniversary of the Bistro and Bloomington's 1<sup>st</sup> Downtown Pride Festival.

### **Public Comment**

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

Donna Boelen	Scott Stimeling	Tim Tilton
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### **“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 Schmidt and seconded by Alderman Painter that the Consent Agenda be approved with the exception of Item 7J.**

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

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

**Nays: None.**

**Motion carried.**

The following was presented:

Item 7A Consideration of approving the Minutes of the July 9, 2018 and the June 25, 2018 Regular City Council Meetings. (Recommend the reading of minutes be dispensed and approved as printed.)

The following was presented:

Item 7B. Consideration of approving Bills, Payroll, and Procurement Card Purchases in the amount of \$5,320,869.44. (*Recommend the Bills, Payroll, and Procurement Card Purchases be allowed in the amount of \$5,320,869.44, and orders drawn on the Treasurer for the various amounts, as funds are available.*)

The following was presented:

Item 7C. Consideration of a three (3) year Intergovernmental Agreement between the Town of Normal, the County of McLean, the McLean County Soil and Water Conservation District, and the City of Bloomington regarding the Funding of a Soil Conservationist through the McLean County Soil and Water Conservation District, in the amount of \$70,000 per year, as requested by the Water Department. (*Recommend the three (3) year Intergovernmental Agreement between the Town of Normal, the County of McLean, the McLean County Soil and Water Conservation District, and the City of Bloomington be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.*)

The following was presented:

Item 7D. Consideration of the Purchase of one (1) Truck from Landmark Ford of Springfield, IL, using the State of Illinois Joint Purchase Contract, in the amount of \$50,002, as requested by the Water Department. (*Recommend the Purchase of one (1) Ford F550 Truck from Landmark Ford of Springfield, IL, using the State of Illinois Joint Purchase Contract #4018300 (expires 10/04/18), in the amount of \$50,002, be approved, and the Procurement Manager be authorized to issue a Purchase Order.*)

The following was presented:

Item 7E. Consideration of approving the City of Bloomington cost share commitment, in the amount of \$71,250, associated with the submittal of an Illinois Environmental Protection Agency (IEPA) 319 grant application prepared by the McLean County Soil and Water Conservation District for Watershed Plan Updates, as requested by the Water Department. (*Recommend Council approves the City of Bloomington cost share commitment, in the amount of \$71,250, associated with the submittal of an IEPA 319 grant*

*application prepared by the McLean County Soil and Water Conservation District for Watershed Plan Updates in the amount of \$71,250, and if the grant is received, the Procurement Manager be authorized to execute a Purchase Order.)*

The following was presented:

Item 7F. Consideration of an Ordinance amending Chapter 22.2, the City's Human Relations Ordinance, based on updates to various laws, as requested by the Human Resources Department. *(Recommend the Ordinance amending Chapter 22.2 - Human Relations be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

ORDINANCE 2018 - 57

AN ORDINANCE AMENDING BLOOMINGTON  
CITY CODE CHAPTER 22.2 HUMAN RELATIONS

The following was presented:

Item 7G. Consideration of an Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol (Beer and Wine) on the 300 Block of North Main Street on Saturday, July 28, 2018 from 2:00 p.m. to 10:00 p.m. for The Bistro 25th Anniversary and Pride Fest, as requested by the City Clerk's Office. *(Recommend the Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol on the 300 Block of North Main Street on Saturday, July 28, 2018 from 2:00 p.m. to 10:00 p.m. for The Bistro 25th Anniversary and Pride Fest be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

ORDINANCE 2018 - 58

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 26(D) OF CHAPTER 6 OF THE  
BLOOMINGTON CITY CODE TO ALLOW POSSESSION OF OPEN ALCOHOL IN PUBLIC ON THE  
300 BLOCK OF NORTH MAIN STREET FOR THE BISTRO 25TH ANNIVERSARY AND PRIDE  
FEST

The following was presented:

Item 7H. Consideration of an Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol (Beer and Wine) on Public Property in a portion of Downtown Bloomington during the Front Street Music Festival from 2:00 p.m. to 10:30 p.m. on Saturday, August 18, 2018, as requested by the City Clerk's Office. *(Recommend the Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol (Beer and Wine) on Public Property in a portion of Downtown Bloomington during the Front Street Music Festival from 2:00 p.m. to 10:30 p.m. on Saturday, August 18, 2018 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

ORDINANCE 2018 - 59

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE TO ALLOW POSSESSION OF OPEN ALCOHOL ON PUBLIC PROPERTY IN A PORTION OF DOWNTOWN BLOOMINGTON DURING THE FRONT STREET MUSIC FESTIVAL

The following was presented:

Item 7I. Consideration of an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge at Lake Bloomington on August 10, 2018, the request from Bob Hogan and Molly Spence-Hawk to allow moderate consumption of alcohol, as requested by the City Clerk's Office. *(Recommend the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge at Lake Bloomington on August 10, 2018 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

ORDINANCE 2018 - 60

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 AUGUST 10, 2018 AT DAVIS LODGE AT LAKE BLOOMINGTON

The following was presented:

Item 7J. Consideration of an Ordinance amending Chapter 14 of the Bloomington City Code by adding Article II providing for the Regulation of Small Wireless Facilities, as requested by the Legal Department. *(Recommend the Ordinance amending Chapter 14 of the Bloomington City Code by adding Article II providing for the Regulation of Small Wireless Facilities, and the Mayor and City Clerk be authorized to execute the necessary documents.)* ***Pulled from the Consent Agenda.***

Mr. Jurgens provided a brief overview of this item stating it deals with the small cell facilities wireless ordinance. This passed a few months ago as the deadline to have something approved so that the fees could be charged is August 1. The presented ordinance is modeled after the Illinois Municipal League ordinance, as well as having worked with the Town of Normal to develop some mere provisions and complimentary provisions between the two communities on this ordinance. One of the provisions of the requirements was whether a community could have wood poles. The City has many wood poles that Ameren utilizes the Engineering staff does not have an issue with the wood poles. The reason staff requested this item be pulled from the Consent Agenda is to approve it as amended, amending Section 14 C to allow wood poles.

Alderman Painter asked why the utility lines could not be buried rather than installing wood poles. Mr. Jurgens deferred to George Boyle, Deputy Corporation Counsel to respond as he has been working close on this item, and Jim Karch, Public Works Director.

Mr. Karch stated the reason why cabling is buried is from a cost perspective from the utility companies. If they do not have bury cables, they are not required to do so as they attempt to keep their cost low. In regards to small cell, the utility companies want to be able to provide the best possible reception as possible as well as reach the broadest group. Mr. Boyle stated the wood poles are mainly for the hanging of the cables.

ORDINANCE 2018 - 61

AN ORDINANCE AMENDING CHAPTER 14 OF THE BLOOMINGTON CITY CODE BY ADDING ARTICLE II PROVIDING FOR THE REGULATION OF SMALL WIRELESS FACILITIES

**Motion by Alderman Painter and seconded by Alderman Bray that Item 7J be approved as amended to allow wooden poles as stated in Section 14-C.**

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

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

**Nays: None.**

**Motion carried.**

**“Regular Agenda”**

The following was presented:

Item 8A. Consideration of a Resolution Waiving the Formal Bidding Process to enter into a Venue Agreement with LiveBarn, Inc. for the addition, installation and operation of an Automated Sports Broadcasting System at the Pepsi Ice Center, at no cost to the City, as requested by the Parks, Recreation & Cultural Arts Department. *(Recommend the Resolution Waiving the Formal Bidding Process and approving a Venue Agreement with LiveBarn, Inc., for the installation and operation of an Automated Sports Broadcasting System at the Pepsi Ice Center be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Jay Tetzloff, Parks, Recreation, and Cultural Arts Director, 5 minutes, City Council discussion, 5 minutes.)*

Mr. Tetzloff introduced Michael Hernbrott, Pepsi Ice Center Manager, as he is responsible for bringing this item forward. It is a win-win situation for the City and the customers at the Pepsi Ice Center.

Mr. Hernbrott stated with LiveBarn it was a customer need driven response over the last three years requesting to videotape in the building. For safety reasons, the Center could not permit it. He looked into some form of software that would meet the needs of our customers. LiveBarn is a propriety service whereby the cameras and software is installed at their cost, not the City. He explained the nature of the software stating it is subscription based and customers may buy into it and can watch their kids, if they are not able to attend the games at the arena. This software is installed in over 40 different ice arenas in Illinois already. It is in over 500 around the country. When customers purchase the subscription, they get to watch the games in Pepsi Ice Center, any time our youth hockey programs are in the Chicago area or St. Louis. If they have that LiveBarn in there, they get to see those games without having to travel outside. People that want to watch the games and cannot be here in Bloomington to watch the games, that's the youth hockey travel, all those types of things and ISU hockey that plays in the arena, they can buy into and watch those games there. It is also promotion for the Pepsi Ice Center as well as the City of Bloomington.

In speaking to other arenas that are the same size as ours, the City would get a certain percentage back, if they subscribe to the code that LiveBarn provides. We can generate some revenue from that. In speaking to other rink managers of the same size as us, they have indicated that they have an extra bonus added security system. Those cameras are on all the time. If there is any issues that we need to look back to see if there is any issues in the facility, we can look back and see those things, as well.

Alderman Mwilambwe asked how much anticipated revenue is expected.

Mr. Hernbrott stated it would not be a significant amount just based on location of the community-based rink. It is mostly the in-house travel programs that go from Chicago to St. Louis. There may be some revenue built from ISU's hockey program. We have schools come from all around the country to come and play against them. It is the parents, the grandparents, the aunts and uncles that don't live in Bloomington that want to watch their nieces, nephews, grandkids come and watch. The larger rinks, they have larger tournaments, showcase tournaments and those kind of things. There is a facility in Blaine, Minnesota that has eight rinks. They have told me they generate anywhere between \$2,000 to \$3,000 every quarter on their facility, but it's really based on what we have here.

RESOLUTION NO. 2018 - 44

A RESOLUTION AUTHORIZING WAIVING THE TECHNICAL BIDDING REQUIREMENT AND APPROVING THE VENUE AGREEMENT WITH LIVEBARN INC.

**Motion by Alderman Black and seconded by Alderman Schmidt that the Resolution Waiving the Formal Bidding Process and approving a Venue Agreement with LiveBarn, Inc., for the installation and operation of an Automated Sports Broadcasting System at the Pepsi Ice Center be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.**

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

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

**Nays: None.**

**Motion carried.**

The following was presented:

Item 8B. Consideration of a Contract with Felmley-Dickerson Company for construction of an elevator, in the amount of \$610,500, to comply with the Americans with Disabilities Act (ADA) at the Grossinger Motors Arena, formerly known as the US Cellular Coliseum (Re-Bid 2019-05), as requested by the Administration – Facilities Department. *(Recommend the Contract with Felmley-Dickerson Company for construction of an elevator, in the amount of \$610,500, to comply with the Americans with Disabilities Act (ADA) at the Grossinger Motors Arena, formerly known as the US Cellular Coliseum, be approved, and*

*the Interim City Manager and City Clerk be authorized to execute the necessary documents.) (Presentation by Russel Waller, Facilities Manager 10 minutes, Council discussion 10 minutes.)*

Mr. Gleason provided an overview of this item stating there might be value in understanding the history of how we arrived at this today. The Attorney General's office identified several concerns a couple of years ago. The elevator is the last of all those concerns that city staff and Council's taken action on and has addressed. In 2016, the engineer's estimate for all of the corrections or concerns that the AG's office had was approximately \$850,000. Through work, Mr. Waller and his staff saved the City roughly \$175,000 over the course of the last two (2) years. This is the last item to address and it is a smaller project. It was bid once with no bids. It was bid a second time with only one bid, which we think is part of the reason for the higher bid total. Even with this higher bid total, all the work completed, it is going to put us at about \$950,000, which is about \$100,000 over the original estimate by engineering; a 10% increase collectively.

Mr. Waller stated as the city manager indicated, this is the last issue, the ADA issue with the Arena, formerly the Coliseum. When we started this project, it was formerly known as a Coliseum. That is why you will see it intermingled with all the documentation. It essentially was bid as the Coliseum.

Essentially, the ADA code requires at least one accessible route to connect each story of a multi-story building. There are existing elevators. Unfortunately, based on the operation and the way the facility is used, those existing elevators cannot be accessed during some events to provide this accessibility issue.

At present whenever there is a floor event, like a concert, anyone with an accessibility issue has to be routed to travel to a restricted area to get to an elevator. During an event, most of the booked talent require the hallway to be restricted in access as this is where all the dressing rooms are located. There are no other dressing rooms in the facility. Due to their contractual obligation, every single act that comes into the Arena requires that there is restricted access. Otherwise, they will not sign a contract unless it is stipulated in the contract.

The Attorney General has stated that is not allowable. Essentially, what they have said is that you cannot require or mandate that someone with a handicap do anything different from an able-bodied person.

With the proposed addition, it would be constructed on the outside of the building, but the entrance and the access to the elevator will still come from the inside. We are not requiring anyone to go outside the building. They will essentially come down the ADA hallway, make a turn to another hallway that will be built inside an existing room, and then access the elevator, go up to the concourse level. One thing is that we are not doing a three-stop elevator to get to the third floor to save some money. We did get kind of an agreement with the Attorney General's Office that if someone from the floor could come to this elevator, walk down the hallway to the other elevator to get up to the third floor, that is compliant. There is no requirement that this has to go to the top. That is a substantial savings because if you had to take this clear to the roof, the City would have had to do some roof replacement.

In early 2016 after being made aware of the ADA issues, we initially put some cost estimates together on what this was going to cost to bring all the issues that the Attorney General brought to our attention and into compliance. Our estimate was roughly \$156,000. We did provide a rough estimate on the elevator at a preliminary amount of \$300,000. To date, staff has spent nearly \$350,000 that includes all of the interior issues. Shower modifications was completed that had to be done. A lot of this was all through the sidewalk

project that is now complete, which the cost here does not include the safety bollards. That was a separate issue, but we bid it together. This includes just the sidewalk removal and replacement that was not compliant around the exterior of the arena. When you add the elevator of the \$610,000, you get to the grand total of about \$957,000. The elevator is more expensive than was anticipated. The estimate we got from the Zion consultant after they finished the design and had all the details was really close to our original estimate of \$300,000. It was \$350,000.

Alderman Schmidt stated that she had sent in a number of questions after having reviewed the packet. She took the opportunity to go over on Saturday, and walk through. The Edge Football and their competing team were in the dressing room. She has a sense of how narrow those hallways. However expressed concern over having the opportunity to create some sort of a thoroughfare on what would be the south side of that restricted hallway. She asked whether there are any other alternatives from the Attorney General perspective.

Mr. Waller stated the Attorney General did not dictate that we put an elevator in. They are just dictating the requirement to provide that access between the floors. The City determines how to make that access possible. We have discussed the issue with them, and there is not a lot of any negotiation that can occur. We are under their order to bring this into compliance. They are in agreement that this is probably the most viable option. The AG cannot be held accountable for dictating compliance of the building. That essentially was based off staff and the consultants and evaluation of the facility looking at the various options. The elevator is essentially a little expensive, the most economical option to solve this problem.

Alderman Schmidt asked whether there is any financial and/or legal recourse as the building was supposed to be built to ADA standards. After 12 or more years of operating, she asked is there any legal remedies that the City can utilize.

Mr. Waller stated that is certainly something that staff can look at, but we are talking about a very old, you know, facility. We have not gone back and evaluated exactly what happened when this was commissioned in 2006. With this specific issue though, he thinks Alderman Schmidt may be referencing a design flaw as opposed to a construction issue. There was not an elevator or an access path designed from this floor level to this second level. He stated honestly, even after staff review the past documents it may not result in a fruitful effort.

Alderman Schmidt stated her recollection is that this was a design-build package. She ask where is the funding going to come from to fund this project. Mr. Waller stated \$400,000 was in his budget for this the project, and an additional \$200,000 in a program for the Arc Flash project that is not going forward this year. Therefore, those funds will be used towards the elevator, and there is no need to bring forward a budget amendment for those funds.

Alderman Bray stated in our materials it indicates that we have until December the 31, 2018 to be in compliance with the elevator. She asked when you look at the construction timeline, how much more time do we have to work this problem.

Mr. Waller stated there is not much time as they have concerns that we will not meet that deadline just in speaking to the contractor. Some of the materials that have to be ordered, and there could be some delays in getting the materials. There could be some shipping delays or even material production delays. When the Facilities Department became involved with the Attorney General, there was some issues associated with

the prior management company and they were not responding to them. There was some concerns expressed by the Attorney General. We did our best to rectify those and bring the issues into compliance. The AG's Office want to see the issues resolved and have acknowledged the city's willingness to cooperate, and have more receptive to cooperating and giving us additional time. I do believe they would give us another six months in the next year to complete the work.

Alderman Bray stated it is my understanding this is a premium price due to current market conditions and commercial construction. She asked whether there are other opportunities to bring down the cost of this project. Mr. Waller stated not really. Essentially, the way we go through our procurement process is we have to design a project, get plans prepared, and then bid that, and then potentially award it.

Alderman Mathy asked whether the City could construct down that hallway over to the accessibility platform and just build a new ramp down to the floor on that corner. Mr. Waller stated there is no way to make that ADA compliant with the setups that are used at the facility.

Alderman Mathy asked whether the equipment can be left in the rest of the area as we have 40 inches wide that we have to leave through here. Mr. Waller stated that is a discussion to be had with VenuWorks, as he does not believe that they will be agreeable to providing that access. Most of your talent will not want that.

Pat Ahlers, Finance Director from Grossinger Arena, stated the area that is being discussed is behind the stage. When it comes to concerts, the talent does not want any patrons and public behind the stage. It is not feasible. They are in a restricted show area, which on a given day, the only people that either are back behind there the security team, or police officers roaming the floor. It might be staff because we have a purpose of being back there.

Alderman Black stated he does not think any Council want to spend \$600,000 on the Arena now or in the near future. We talking about percentages of our budget. This is a conversation that has been discussed over the past few years and this timeframe has been equally discussed. It sounds as though we are under some sort of time crunch. He is not enthusiastically supporting this project, but this is one of those situations that we do not have a choice. He asked whether the City could tack on like a quarter, like one quarter, 50 cents per ticket sold at the arena until we pay this off, as like a fee, an ADA fee.

Mr. Jurgens stated that is something we can certainly look at. You know, we do have various fees associated with tickets, with parking, with other things that we do there. Over the last couple of years, this Council had to invest a very large amount of money into the arena. Now, you are looking at it over a 10-year old building and a lot of maintenance that is needed. That is certainly something as staff we could go back and look at and see if maybe there needs to be some sort of a fee associated with the tickets there on this.

Alderman Black stated if it costs him an extra \$1 for the purchase of the ticket, that is not going to change his mind in attending an event or not, but that would make a huge impact on our budget, at least trying to pay for and address some of these capital improvement needs.

Alderman Mwilambwe stated this is a very expensive project. He asked how many shows do we have that require this restricted access. How many individuals do we have with ADA issues that might need this?

Ms. Ahlers stated each of the concerts, family shows over the past two years requires restricted access to the

back stage area of the Arena. In the past year, we have had between 10 to 12 shows where this would come into play. In discussing ADA requirements with a ticketed show, we have to set aside a certain percentage of tickets in each price point and in each location for ADA accessibility to be purchased. If somebody wants to have seats on the floor, we have to have ADA seats allotted for them to be able to purchase. Once an area is sold out of what we had allotted, we have still met our requirement for the ADA as far as allowing seats to be in certain areas. Nevertheless, as part of the requirements, if a show has four different price points, we have to have 3% to 5% of the seats in that area in that price point allotted for ADA purchase.

Alderman Mwilambwe asked with the number of shows scheduled there instead of using an elevator, could we have somebody there to make sure that staff are watching that access as people come through. Ms. Ahlers stated that becomes an issue with the promoters of the event.

Mr. Rasmussen stated Lynn Cannon, Arena Director is out of town at this time. There are a number of issues that may require more work on the staff's part. He asked whether Council would like to table this until the first meeting in August. We could come back with some more full answers here, and Ms. Cannon would have return back to the office. I think three weeks probably would not delay the project that much, if we could come back with some better answers for you.

Mayor Renner stated for clarification even if we had three people per event, we still are under ADA guidelines with the Attorney General's Office. Mr. Waller stated even if there were, patrons who were required accessibility assistance, the City would still be required to have it. At any point, an inspector from the Attorney General could walk into the building. If you are not compliant, they will fine you. Therefore, every single event has to be set-up to make it ADA compliant.

**Motion by Alderman Mathy and seconded by Alderman Black that the Contract with Felmley-Dickerson Company for construction of an elevator, in the amount of \$610,500, to comply with the Americans with Disabilities Act (ADA) at the Grossinger Motors Arena, formerly known as the US Cellular Coliseum, be approved, and the Interim City Manager and City Clerk be authorized to execute the necessary documents**

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

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

**Nays: Alderman Mwilambwe, Sage, and Schmidt.**

**Motion carried.**

The following was presented:

Item 8C. Consideration of the following Water Department items:

- a) Consideration of a Contract with CAD Construction, Inc. for replacement of the Lake Bloomington Water Treatment Plant Roof (Bid #2019-04), in the amount of \$323,139.65, as requested by the Water Department. *(Recommend the Contract with CAD Construction, Inc.*

*(Bid# 2019-04) for replacement of the Lake Bloomington Water Treatment Plant New Annex Roof, in the amount of \$323,139.65 (Base Bid plus Alternate 1), be approved, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.)*

- b) Consideration of a Contract with George Gildner, Inc., in the amount of \$385,075, for the Water Main Replacement on Cloud Street (City Bid No. 2019-06), as requested by the Water Department. *(Recommend the Contract with George Gildner, Inc. for the Water Main Replacement on Cloud Drive, in the amount of \$385,075, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.)*
  
- c) Consideration of a Professional Services Contract with the Farnsworth Group, Inc. for Construction Observation related to the Water Main Replacement on Cloud Street (RFQ 2016-04, Resolution 16-10), not to exceed the amount of \$30,876.50, as requested by the Water Department. *(Recommend the Professional Services Agreement with the Farnsworth Group, Inc. for Professional Engineering Services related to the Construction Observation for the Water Main Replacement on Cloud Street, not to exceed the amount of \$30,876.50, be approved, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.)*

Mr. Yehl provided a brief overview of the items stating we have two projects to present. They are all budgeted in the FY '19 budget.

The first about is the Lake Bloomington main process treatment plant roof replacement which is estimated to cost \$323,000. We received one bid for this replacement. It is 32 years old, which is the age of the building itself. It is a single layer of asphalt shingles. We have repaired it a number of times over the past couple of years just fixed points to make sure we get through to where we can budget, properly design, and get the project bid.

The next project is Cloud Street, from McGregor to Vail. It is two contracts, one for the construction and one for the observation. The Water Department analyzes a multitude of different issues with our water mains. This one has many breaks, the age, cast iron, and smaller in size. Cast iron tends to break. Some of the mains are four-inch. Ryan Drive, which is north south, was replaced in 2016. The next project after that was to follow on and do Cloud Street. The City received multiple bids. Gildner was our low-responsive bidder.

The next portion of this project is construction inspection. I presented to you before, most recently, on Zurich Drive Water Main Replacement and some others. The Water Department does not have the staff to provide on-site phase three or construction-inspection services full-time. They have contracted those out recently with some of our local engineering firms. In this case, Farnsworth Group is being proposed and awarded the bid as they recently completed Zurich Drive, which we are cleaning up and finalizing.

**Motion by Alderman Bray and seconded by Alderman Schmidt that Council approve the Water Department items A, B, and C as set on the agenda.**

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

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

**Nays: None.**

**Recuse: Alderman Buragas (8:01 p.m.)**

**Return: Alderman Buragas (8:04 p.m.)**

**Motion carried.**

The following was presented:

Item 8D. Discussion regarding the Local Government Wage Increase Transparency Act on disclosable payments to Robert Coombs, as requested by the Human Resources Department. (*Informational only, as required pursuant to the Local Government Wage Increase Transparency Act, 50 ILCS 155/1.*) (*Presentation Nicole Albertson, Human Resources Director 5 minutes, City Council discussion 5 minutes.*)

Mayor Renner provided a brief introduction to this item and deferred to Nicole Albertson, Human Resource Director who introduced Josh Hansen to provide the overview to Council.

Mr. Hansen stated, as this is our third employee who is considered to be classified nonunion who has a sick leave bank. He has grandfathered and as a result, three months prior to his retirement, which will be October 5, 2018. In the months of July, August, and September, we will take his sick leave, based on what is his current rate of pay per hour and provide that to him. When he leaves, he would have a supplemental amount of vacation time that he has banked, as well. Everything is included in the packet, but specific to the amounts per the Transparency Act, he will receive \$36,772.32 worth of benefit. That would be applied as pensionable wages.

Mayor Renner stated for clarification, Mr. Coombs not getting a check for \$36,000. Mr. Hansen stated that is correct. Each group is a little different across the city specific to the union Collective Bargaining Agreements or CBAs. For the nonunion employees, that money is converted into a retirement Health Savings Account, which is administered through ICMA-RC, similar to our 457 plans. Those funds are available to our retirees when they are no longer with the City. At the time of retirement, he will have \$7,666.90 of accrued vacation time. Mr. Coombs will receive that payment as well. Of course, all of these balances, if they were to change over the next three months, would be adjusted during that final period that he is with the City. The net increase of this in two of his pension per month is anticipated to be \$313.87. IMRF will finalize that information once they have his termination data from the city. The accelerated payment or AP payment that will come across to the city approximately 4 to 6 weeks after he does retire is estimated to be just above \$49,000.

Alderman Mathy asked Mr. Hansen to explain what grandfathered means in relationship to this employee.

Mr. Hansen stated a change was made as of May 1, 2012 specific to the classified non-bargaining employee population where those who were actively employed at the time are able to not only accrue sick leave, but when they do retire from the city... We have several rules in place. It is called the rule of 75, which means

whenever they do retire, if you take a person's age, plus their years of service, that they would then be eligible for the benefit.

Alderman Black recalled multiple discussions on sick leave buy back and stated the City was going to wait for Springfield to do some legal maneuvering. He asked what the legal ramifications be, if we were end the grandfathering for that prior to 2012 timeframe, and what the cost to the city be.

Mr. Jurgens stated we would have to get those numbers. We were waiting kind of seeing what happened in Springfield. As you heard, you know, and we have talked about before, the City of Springfield was successful in the Circuit Court and then the Appellate Court litigation. We just got the decision back or we got a copy of their unfair labor practice decision this morning. That came back earlier this month. The City was successful in that, as well, although it is very fact-specific and was related to what communications and what negotiations they had with their unions.

When you talk about the impact this is something that HR is working on and can provide to Council, but we have to look at what are the costs of any retirements that would happen, any vacancy savings. We would also have to look at issues related to other court case out there. We do have previous threats from certain unions saying that they would fight any changes to this. The City would be fighting in court over some of these changes, but we do think there could be a path. What we would have to do is get all of those numbers put together and bring back some of those options to the Council.

Alderman Black stated he would be interested in hearing what that looks like. Perhaps at a future Committee of the Whole Meeting the Springfield case could be presented to Council for some discussion. He believes Council is at a point where we can make some decisions about what that looks like. If we were not unanimous, we were pretty close to unanimous and wanting to do what we could do to end the practice of sick leave buy-back.

Mr. Hansen followed up on Alderman Black comment stating, we do have a number of employees who are at or near retirement. He asked when you say in the practice of sick leave buy-back, just to make sure we are on the same page, are you referring to the way in which the sick leave buy-back is paid out over the three months prior just so that all of those earnings are deemed to be pensionable. Alderman Black stated that is correct.

## **City Manager's Discussion**

Mr. Gleason stated reviewed the upcoming community events in the City. Since May 1, Solid Waste Program changes went into effect. City staff have been tagging bulk waste up at the curb and placing door hangers to provide notice of charges before collection. This grace period was intended to give citizens a chance to get familiar with the new practice of accepting materials at the Citizen Convenience Center.

Starting on August 1, city crews will collect bulk waste material placed at the curb for a cost of \$25 per bucket without waiting two weeks for the sticker and door hanger process. The intention of the change is to keep our community clean, since material previously could be in the parkway for up to four weeks before collection. We intend to put the information out in a press release on Friday, as well as adding the information to our city website and Facebook.

PSA number two. He received word from Rowe Construction that they will be starting roadwork on Veterans Parkway the night of July 30. Lane closures will begin at 9:00 p.m., and everything will reopen the next morning at 7:00 a.m. Finally, thank you for this opportunity to serve as your City Manager.

### **Mayor’s Discussion**

Mayor Renner stated we appreciate that very much, and we are very glad to have you. He invited everyone to the 25th Anniversary of Bistro and our First Pride event this coming Saturday evening.

### **City Aldermen’s Discussion**

Alderman Bray complimented the Water Department Director and his staff Joe Darter. Those two were a great dynamic duo in doing a lake tour and a facilities treatment tour for myself and for Alderman Hauman earlier this month. I do not know a better term other than just say the TLC, just the extraordinary care that they give to this important piece, which is water quality for all of our citizens, is just commendable. Their efforts for shoreline preservation, soil containment, and just, again, going through the treatment center. You all are top notch. So thank you for the time you spent with me. I learned an awful lot and sure do, again, appreciate the great water quality that we have here in Bloomington.

Alderman Mathy announced Bloomington 101 applications are still open and available. I thought that was a wonderful opportunity.

### **Adjournment**

**Motion by Alderman Black seconded by Alderman Schmidt adjourning the meeting. Meeting adjourned at 8:16 p.m.**

**Motion carried. (Viva Voce)**

CITY OF BLOOMINGTON

ATTEST

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

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



**CONSENT AGENDA ITEM: 7B**

FOR COUNCIL: August 13, 2018

**SUBJECT:** Consideration of approving Bills, Payroll, and Electronic Transfers in the amount of \$10,544,709.33.

**RECOMMENDATION/MOTION:** The Bills, Payroll, and Electronic Transfers be allowed in the amount of \$10,544,709.33, and orders drawn on the Treasurer for the various amounts as funds are available.

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

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

**FINANCIAL IMPACT:** Total disbursements to be approved \$10,544,709.33 (Payroll total \$4,852,474.21, Accounts Payable total \$4,133,868.61, and Electronic Transfers total \$1,558,366.51).

Respectfully submitted for Council consideration.

Prepared By: Frances Watts, Accounts Payable

Reviewed By: Scott Rathbun, Interim Finance Director

Recommended By:

A handwritten signature in black ink, appearing to read "Tim Gleason", written over a horizontal line.

Tim Gleason  
City Manager

**Attachment:**

- Bills, Payroll, and Electronic Transfers on file in the Clerk's office. Also available at [www.cityblm.org](http://www.cityblm.org).
- Summary Sheet Bills, Payroll, and Electronic Transfers

**CITY OF BLOOMINGTON FINANCE REPORT**

**Council of August 13, 2018**

**PAYROLL**

<b>Date</b>	<b>Gross Pay</b>	<b>Employer Contribution</b>	<b>Totals</b>
7/19/2018	\$ 1,521,799.11	\$ 387,708.99	\$ 1,909,508.10
7/20/2018	\$ 263,799.93	\$ 82,081.62	\$ 345,881.55
7/27/2018	\$ 269,348.18	\$ 81,782.90	\$ 351,131.08
8/2/2018	\$ 1,491,994.33	\$ 386,552.05	\$ 1,878,546.38
8/3/2018	\$ 271,342.14	\$ 82,642.53	\$ 353,984.67
7/20/2018-7/25/2018 Off Cycle Adjustments	\$ 11,845.31	\$ 1,577.12	\$ 13,422.43
<b>PAYROLL GRAND TOTAL</b>			<b>\$ 4,852,474.21</b>

**ACCOUNTS PAYABLE (WIRES)**

<b>Date</b>	<b>Bank</b>	<b>Total</b>
8/13/2018	AP General	\$ 3,979,912.97
8/13/2018	AP JM Scott	\$ 24,860.00
8/13/2018	AP Comm Devel	\$ 16,618.15
8/13/2018	AP IHDA	\$ 3,345.00
8/13/2018	AP Library	\$ 107,438.82
8/13/2018	AP MFT	\$ 1,693.67
5/20/2018-8/12/2018	AP Bank Transfers	\$ 1,558,366.51
<b>AP GRAND TOTAL</b>		<b>\$ 5,692,235.12</b>

**PCARDS**

<b>Date Range</b>	<b>Total</b>
<b>PCARD GRAND TOTAL</b>	

<b>TOTAL</b>	<b>\$ 10,544,709.33</b>
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Respectfully,

**F. Scott Rathbun**  
Interim Finance Director



**CONSENT AGENDA ITEM NO. 7C**

FOR COUNCIL: August 13, 2018

**SUBJECT:** Consideration of Approving a Reappointment to the Connect Transit Board and an Appointment to the Japanese Sister City Committee.

**RECOMMENDATION/MOTION:** Monica Bullington be reappointed to the Connect Transit Board and that Cody Hendricks be appointed to the Japanese Sister City Committee.

**STRATEGIC PLAN LINK:** Goal 4. Strong Neighborhoods.

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

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

**Connect Transit Board:** Monica Bullington to the Connect Transit Board. Monica's term will be effective immediately and will expire 6-30-22 at which time she will be eligible to reapply. Application is on file in the Administration Office.

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

**Japanese Sister City:** Cody Hendricks to the Japanese Sister City Committee. Cody will be fulfilling the term previously held by Teodora Amoloza who resigned 8-31-16. Cody's term is effective immediately and will expire 4-30-19 at which time he will be eligible to reapply. Application is on file in the Administration Office.

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

**FINANCIAL IMPACT:** N/A

**COMMUNITY DEVELOPMENT IMPACT:** N/A

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

Respectfully submitted for Council consideration.

Prepared by:

M. Beth Oakley, Executive Assistant

Recommended by:

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

Tim Gleason  
City Manager

**Attachments:**

- Roster

## Connect Transit Board

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appt	Ward									
x	Blm	Monica	Bullington	06/30/18	12/18/17	2017	1									
x	Blm	John	Bowman	06/30/19	05/26/15	2005	3									
x	Blm	Ryan	Whitehouse	06/30/20	06/13/16	2012	7									
x	Blm	Judy	Buchanan	06/30/21	07/10/17	2009	4									
	Nml	John	Thomas	06/30/19	06/30/15	2009										
	Nml	Julie	Hile			2018										
	Nml	Mike	McCurdy	06/30/21	03/16/12	2012										
	Staff/Contact	Jill	Bower													
	Staff	Isaac	Thorne	Dr	Normal 61761											

**Details:**  
 Term: 4 years, exp date is June 30th  
 Term Limit per City Code: not applicable  
 Members: 7 members  
 Number of members the Mayor appoints: 4  
 Type: Multi-Jurisdictional  
 City Code:  
 Required by State Statute: No  
 Intergovernmental Agreements: Yes  
 Funding budgeted from COB for FY2014:  
 Meetings: 4th Tues of each month at 4:30pm - BNPTS 351 Wylie Dr, Normal

Number of Vacancies: 0  
 Number of Expired Board Members (Blm Appointments only): 1

**Appointment/Reappointment Notes:**

## Japanese Sister City Committee

BIm Mayor Appointed	Staff/Chair	FirstName	LastName	Expiration	Year First Appt	Appointment Date	Ward	Email	Street	Zip	Home Phone	Work Phone	Cell Phone	Notes
x		Robert	Harrison	04/30/20	2014	03/13/17	9							
x		Steven	Campbell	04/30/20	2014	03/13/17	7							
x	rsgn 8-31-16	Teodora	Amoloza (TY sent)	04/30/19	2013	03/28/16	8							
x		Ken	Ota	04/30/19	2016	03/28/16	2							
x		Kyle	Silver	04/30/20	2016	03/27/17	5							
x	rsgn 4-30-18	Tara	Desmond (TY sent)	04/30/20	2017	06/26/17	9							
x		Sanae	Ferrier	04/30/19	2010	03/14/16	3							
x		Dawn	McBride	04/30/21	2018	05/14/18	4							
x		Noha	Shawki	04/30/21	2015	04/23/18	4							
x		Catrina	Murphy	04/30/21	2014	04/23/18	1							
	Chair	Darren Toyoka	Sampson Nishihara											

**Details:**

Term: 3 years

Term Limit per City Code: 3 terms/9 years

Members: 20 members

Number of members the Mayor appoints: 10 (10 appointed by Normal)

Type: Multi-Jurisdictional

City Code:

Required by State Statute: No

Intergovernmental Agreements:

Funding budgeted from COB for FY2014:

Meetings: 1st Monday of each month, 6:30pm in the CIRA Community Room

Number of Vacancies: 2

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

**Appointment/Reappointment Notes:**



## CONSENT AGENDA ITEM NO. 7D

FOR COUNCIL: August 13, 2018

**SPONSORING DEPARTMENT:** Public Works

**SUBJECT:** Consideration of a Road Dedication Agreement with Three M's, LLC (an Illinois Limited Liability Company) for Right-of-Way Dedication and Temporary Easement, in conjunction with the G.E. Road and Keaton Place/Auto Row Drive Intersection Improvement project, in the amount of \$875, as requested by the Public Works Department.

**RECOMMENDATION/MOTION:** The Road Dedication Agreement with Three M's, LLC for Right-of-Way Dedication and Temporary Easement, in conjunction with the G.E. Road and Keaton Place/Auto Row Drive Intersection Improvement Project, in the amount of \$875, be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

**BACKGROUND:** Public Works is recommending the approval of a Road Dedication Agreement, which includes right-of-way dedication and temporary easement from Three M's, LLC. The right-of-way dedication and temporary easement are needed for the construction of the GE Road and Keaton Place/Auto Row Drive Intersection Improvement Project. The details and location of the agreement can be found in the attached offer letter, agreement, and location map. Staff is working to acquire easements and right-of way from three (3) other parcels in order to complete this project. Staff's goal is to bid the project in the fall of 2018, provided that the acquisitions can be completed in time.

### Project Need

GE Road is a four-lane, urban arterial that serves over 18,000 vehicles per day. The intersection at Keaton Place/Auto Row Drive is located just over 400 feet east of Veterans Parkway and services a car dealership, retail shops, and popular restaurants. The existing traffic control at this location is a two-way stop, with Keaton Place/Auto Row Drive stopping for GE Road. The northbound left turn from Keaton onto G.E. accounts for 72% of the traffic exiting Keaton. The turn is difficult, especially at peak traffic times.

### Proposed Project

Knight A.E. (the design consultant), performed a detailed traffic study for this intersection. A four-way stop is not a viable option at this location due to the high east-west volume on GE Road and the subject intersections proximity to Veterans Parkway. The proposed plan for the GE Road and Keaton Place/Auto Row Drive Intersection includes installing traffic signals, installing a dual

northbound left turn lane, and increasing the corner radii on all four quadrants to accommodate large delivery vehicles that support nearby businesses.

Project Cost

The City has included in its 2018-2019 budget the following Motor Fuel Tax funds:

Land Acquisition: \$100,000

Construction: \$1,000,000

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Representatives of the affected property owners: Barker Motors, Walgreens, and Mechanical Devices. Representatives of utility companies with facilities in the area: Ameren, Verizon, NICOR, Comcast, Campus Communications, Country Companies, MetroNet, and MCI.

**FINANCIAL IMPACT:** Funds will be allocated from the Motor Fuel Tax-Land account (20300300-72510) in the amount of \$875 as consideration for this agreement. Stakeholders can locate the account in the FY 2019 Adopted Budget Book titled “Other Funds & Capital Improvement” on pages 8, 243, 248, 251, and 252.

**COMMUNITY DEVELOPMENT IMPACT:** N/A

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY**

**CONSTRUCTION:** The City will need to pay for ongoing electricity costs for the traffic signal.

Respectfully submitted for Council consideration.

Prepared By: Kevin Kothe, PE, City Engineer  
Michael Hill, Miscellaneous Technical Assistant

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

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

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason  
City Manager

**Attachments:**

- Letter and Agreement

- Location Map



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

June 25, 2018

Mr. Brad Barker  
The Three M's LLC  
1602 GE Road  
Bloomington, IL 61704

RE: Introduction and Offer Package Letter  
GE Road and Keaton Place/Auto Row Intersection Improvement  
MFT Section 18-00351-01-TL  
City of Bloomington, McLean County  
Parcel 14-26-451-011 (NE corner of GE Rd & Keaton/Auto Row)

Dear Mr. Barker:

The City of Bloomington, Department of Public Works proposes to improve the intersection of GE Road and Keaton Place/Auto Row. Improvements will include: the addition of northbound and southbound turn lanes, and the installation of traffic signals. This improvement requires the acquisition of land from the above referenced parcel for the purposes of right-of-way and temporary construction easement as follows:

- 0.008973 acres (390.87 sq. ft.) of land as fee simple
- 0.012506 acres (544.74 sq. ft.) of land as a temporary construction easement

Public records indicate the subject property is owned by The Three M's LLC.

The following documents are included for your consideration:

- Road Dedication Agreement
- Legal description of the premises to be acquired
- Right of Way Plat
- Basis for Computing Total Approved Compensation

This letter introduces Mr. Phil Allyn PE, an Engineer employed by the City of Bloomington in the Public Works Department and Mr. Douglas Grovesteen PE, an engineer employed by Clark Dietz acting as an agent for the City.

Page 2

If you have any questions regarding the authority and procedures of the City of Bloomington in acquiring property please feel free to contact Mr. Allyn or Mr. Grovesteen at 309-434-2225, via email at [pallyn@cityblm.org](mailto:pallyn@cityblm.org) or [douglas.grovesteen@clarkdietz.com](mailto:douglas.grovesteen@clarkdietz.com) , or at the Public Works Office at the address above (Government Center).

Mr. Allyn or Mr. Grovesteen are available to discuss the proposed highway improvement and any questions you may have about the acquisition. Please note they can not provide specific legal advice or specific legal referrals.

If the amount is satisfactory, please sign the documents where indicated, and have the documents notarized where required. You may return them to this office or contact Mr. Allyn or Mr. Grovesteen for them to be picked-up at your convenience.

Thank you for your consideration and we request a response before July 13, 2018.

Sincerely,



Ryan L. Otto, P.E.  
Assistant City Engineer

RLO/dgg

enclosures

cc: Jim Karch  
Kevin Kothe  
file

Prepared by / Return to:

Sorling Northrup  
Aaron D. Evans, of Counsel  
1 North Old State Capitol Plaza  
Suite 200  
P.O. Box 5131  
Springfield, IL 62705  
Telephone: 217-544-1144  
Fax: 217-522-3173

## ROAD DEDICATION AGREEMENT

This Road Dedication Agreement (this “**Agreement**”) is made as of \_\_\_\_\_, 2018, by and between The Three M’s LLC, an Illinois limited liability company (the “**Grantor**”), and the City of Bloomington, Illinois, a Municipal Corporation (the “**City**”).

### RECITALS

A. Grantor is the owner of the real property described in Appendix A attached hereto (the “**Property**”).

B. The City desires to construct certain improvements to the public right-of-way and its appurtenances at the intersections of General Electric Road, Keaton Place, and Auto Row Drive, Bloomington, Illinois (collectively, the “**Improvements**”), and Grantor agrees to dedicate a portion of the Property to the City for that purpose.

Now therefore, in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the City agree as follows:

### AGREEMENT

**1. Dedication of Right-of-Way.** Grantor hereby grants, conveys, warrants, and dedicates unto the City the property legally described in Appendix B attached hereto and shown on the plat recorded as document number \_\_\_\_\_ in the office of the County Recorder of McClean County, Illinois (the “**Right-of-Way**”), to be used and held by the City for street, road, highway, right-of-way, drainage, and utility purposes, and the City hereby accepts the same.

**2. Grant of Temporary Easement.** Grantor hereby conveys, warrants, and grants unto the City a temporary easement in, on, over, under, through and across portions of the Property as shown in said recorded plat (the “**Temporary Easement Premises**”) for the uses and purposes described herein. The City shall have the right, privilege, and easement to use and occupy the

Temporary Easement Premises at all times convenient and necessary for purposes of facilitating the construction of the Improvements, including but not limited to the right of entry, access, occupation, staging, sloping, grading, clearing, grubbing, excavating, and storage of equipment, materials, and excavated earth. The City's rights in and to the Temporary Easement Premises shall expire upon completion of the Improvements, restoration of the Property, and a satisfactory final inspection.

**3. Restoration of Property.** Upon completion of the Improvements, the City shall have the obligation to remove from the Temporary Easement Premises all debris, surplus material, and construction equipment; blend grades and elevations of land and driveways; and restore the surface of the Temporary Easement Premises to smooth contours. The City shall make reasonable effort to preserve any plants or landscaping but shall have the right to remove from the Temporary Easement Premises, without the obligation to replace, such trees, shrubbery, or other landscaping, as well as to remove other obstructions or possible hazards, to the extent, in the sole judgment of the City, necessary to prevent interference with the economical, safe, or convenient construction of the Improvements.

**4. Consideration.** The City agrees to pay to Grantor the sum of \$875.00 as consideration for this Agreement. Said sum includes the market value of the Right-of-Way and Temporary Easement Premises conveyed by Grantor and any and all damage to the Property related to the construction of the Improvements.

**5. Authority and Warranty of Title.** Each party executing this Agreement as or on behalf of the Grantor represents and warrants that he/she/they are authorized to execute this Agreement. The Grantor warrants that the Grantor is the owner of the Property and has the right, title and capacity to convey the Right-of-Way and Temporary Easement Premises to the City.

**6. Cooperation.** Grantor and the City agree to cooperate and execute all future documents, including, but not limited to, any instrument if so requested by either party to confirm this Agreement, re-grant the Right-of-Way and/or Temporary Easement Premises, carry out the transactions contemplated by this Agreement, or as may be necessary or desired for recording purposes.

**7. Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the heirs, successors and assigns of the respective parties hereto and shall run with the title to the Property. The rights and easements granted to the City under this Agreement shall extend to the City's agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of the City.

**8. Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois.

**9. Effect of Invalidity.** In the event that any court of competent jurisdiction determines that any covenant, term or condition of this Agreement as applied to any particular facts or circumstances is wholly or partially invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect such covenant, term or condition as the same applies to other



CITY OF BLOOMINGTON,  
a Municipal Corporation

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

STATE OF ILLINOIS                    )  
  )  
COUNTY OF MCLEAN                )       SS.

I, the undersigned, a Notary Public in and for the above County and State, HEREBY CERTIFY that \_\_\_\_\_, as \_\_\_\_\_ of the City of Bloomington, an Illinois municipal corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he or she signed, sealed, and delivered said instrument, pursuant to authority, as the free and voluntary act of the City of Bloomington for the uses and purposes therein stated.

Given under my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

Exempt under provisions of Paragraph (b) of Section 31-45 of the Real Estate Transfer Tax Law, 35 ILCS 200/31-45.  
Dated: \_\_\_\_\_  
\_\_\_\_\_  
Buyer, Seller or Representative

## **APPENDIX A**

### **Description of Property**

LOT 2 IN SUGAR CREEK SUBDIVISION FIRST ADDITION TO THE CITY OF BLOOMINGTON, ACCORDING TO A PLAT THEREOF RECORDED MARCH 16, 1987 AS DOCUMENT NO. 87-4754 IN MCLEAN COUNTY, ILLINOIS.

PARCEL NO. 14-26-451-011

COMMON ADDRESS: 2 AUTO ROW DRIVE, BLOOMINGTON, IL 61701

NE Corner

THAT PART OF LOT 2 IN SUGAR CREEK SUBDIVISION 1<sup>ST</sup> ADDITION, A SUBDIVISION IN A PART OF THE SOUTHEAST QUARTER OF SECTION 26 AND A PART OF THE NORTHEAST QUARTER OF SECTION 35, ALL IN TOWNSHIP 24 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 87-4754, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 00 DEGREES 31 MINUTES 36 SECONDS WEST (ASSUMED) ALONG THE EAST RIGHT OF WAY LINE OF AUTO ROW DRIVE, 36.86 FEET; THENCE SOUTH 30 DEGREES 15 MINUTES 15 SECONDS EAST, 42.77 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF FAU 6354 (GENERAL ELECTRIC ROAD); THENCE NORTH 89 DEGREES 45 MINUTES 42 SECONDS WEST ALONG THE SAID NORTHERLY RIGHT OF WAY LINE OF FAU 6354, 21.21 FEET TO THE POINT OF BEGINNING, IN THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS.

May 31, 2018

ROUTE: GE Rd & Keaton Place  
SECTION: 18-00351-01-TL  
COUNTY: McLean  
JOB NUMBER:  
PARCEL: NE Corner  
STATION:  
OWNER: The Three M's LLC  
PIN: 14-26-451-011

PROPERTY ADDRESS: 2 Auto Row Drive  
Bloomington, IL

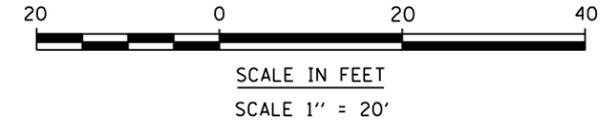
### **BASIS FOR COMPUTING COMPENSATION**

1. Existing Property  
Total Area: 141,134.4 ± Sq. Ft. (3.240 Acres)  
Estimated Fair Market Value (Land Only): \$0.212 million±
  
2. Property to be Acquired  
Permanent Right-of-Way: 390.87 Sq. Ft. (0.008973 Acres)  
Temporary Easement: 544.74 Sq. Ft. (0.012505 Acres)
  
3. Compensation for Acquisition:  
Permanent Right-of-Way: \$600.00  
Temporary Easement: \$275.00  
Damage to Remaining Property (if any):  
  
**TOTAL COMPENSATION\*:** \$875.00

\*The minimum compensation is \$300.

PART OF LOT 2 IN SUGAR CREEK SUBDIVISION 1ST ADDITION  
IN THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

# RIGHT OF WAY PLAT



☐ ROADWAY PAVEMENT AS SURVEYED  
AUTO ROW DRIVE

5' UTILITY EASEMENT

EAST RIGHT OF WAY LINE OF  
AUTO ROW DRIVE

60'

AUTO ROW DRIVE

☐ N 00°36'44" W

N 00°31'36" W (ASSUMED)

11+04.59  
34' RT.

10+84.43  
34' RT.

COURSE	BEARING	DISTANCE
L1	N 00°31'36" W	36.86'
L2	S 30°15'15" E	42.77'
L3	N 89°45'42" W	21.21'

10+47.25  
55' RT.

10+47.08  
67' RT.

SEC 35, T 24 N, R 2 E, 3RD PM  
NORTHERLY RIGHT OF WAY LINE  
OF FAU 6354

N 89°45'42" W (MEASURED)

STA. 25+24.94 P.O.B.  
48' LT.

STA. 10+00.00 AUTO ROW DRIVE =  
STA. 24+91.58 FAU 6354 (GENERAL ELECTRIC ROAD)

☐ S 89°38'00" E

FAU 6354 (GENERAL ELECTRIC ROAD)

☐ ROADWAY PAVEMENT AS SURVEYED  
FAU 6354 (GENERAL ELECTRIC ROAD)

**LEGEND**

	= TEMPORARY EASEMENT LINE
	= PROPOSED ROW LINE
	= EXISTING ROW LINE
	= EXISTING UTILITY EASEMENT
PR	= PROPOSED
EX	= EXISTING
ROW	= RIGHT OF WAY
T.E.	= TEMPORARY EASEMENT

**PARCEL NO 14-26-451-011**

THE THREE M'S LLC  
 REQUIRED ROW = 390.87 SQ.FT.± OR 0.009 ACRES±  
 EXISTING PARCEL AREA = 3.240 ACRES±  
 TOTAL REMAINING = 3.231 ACRES±  
 TEMPORARY EASEMENT = 544.74 SQ.FT.± OR 0.013 ACRES±  
 TE PURPOSE = SIDEWALK CONSTRUCTION & GRADING

THIS IS TO CERTIFY THAT THIS PLAT WAS PREPARED UNDER  
THE SUPERVISION OF AN ILLINOIS PROFESSIONAL LAND  
SURVEYOR FROM EXISTING MAPS, PLATS, OR OTHER  
INSTRUMENTS OF RECORD FOR THE USED AND PURPOSES  
SHOWN HEREON.

GIVEN UNDER MY HAND AND SEAL THIS \_\_\_ DAY OF \_\_\_\_\_,  
2018 IN CHICAGO, ILLINOIS.

KNIGHT E/A, INC.

STEVEN BARCZAK, IPLS NO. 035.003269  
LICENSE EXPIRES: 11/30/2018



<b>KNIGHT</b> Engineers & Architects	USER NAME = jverdaguer \$MODELNAME\$	DESIGNED DRAWN	REVISED - REVISED -	STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION	RIGHT OF WAY PLAT PARCEL NO. 14-26-451-011			F.A.P. RTE. 6354	SECTION 18-00351-01-TL	COUNTY MCLEAN	TOTAL SHEETS CONTRACT NO.	SHEET NO.
	PLOT DATE = 4/10/2018	CHECKED DATE	REVISED - REVISED -		SCALE: AS SHOWN	SHEET NO.	OF SHEETS	STA.	TO STA.	ILLINOIS FED. AID PROJECT		

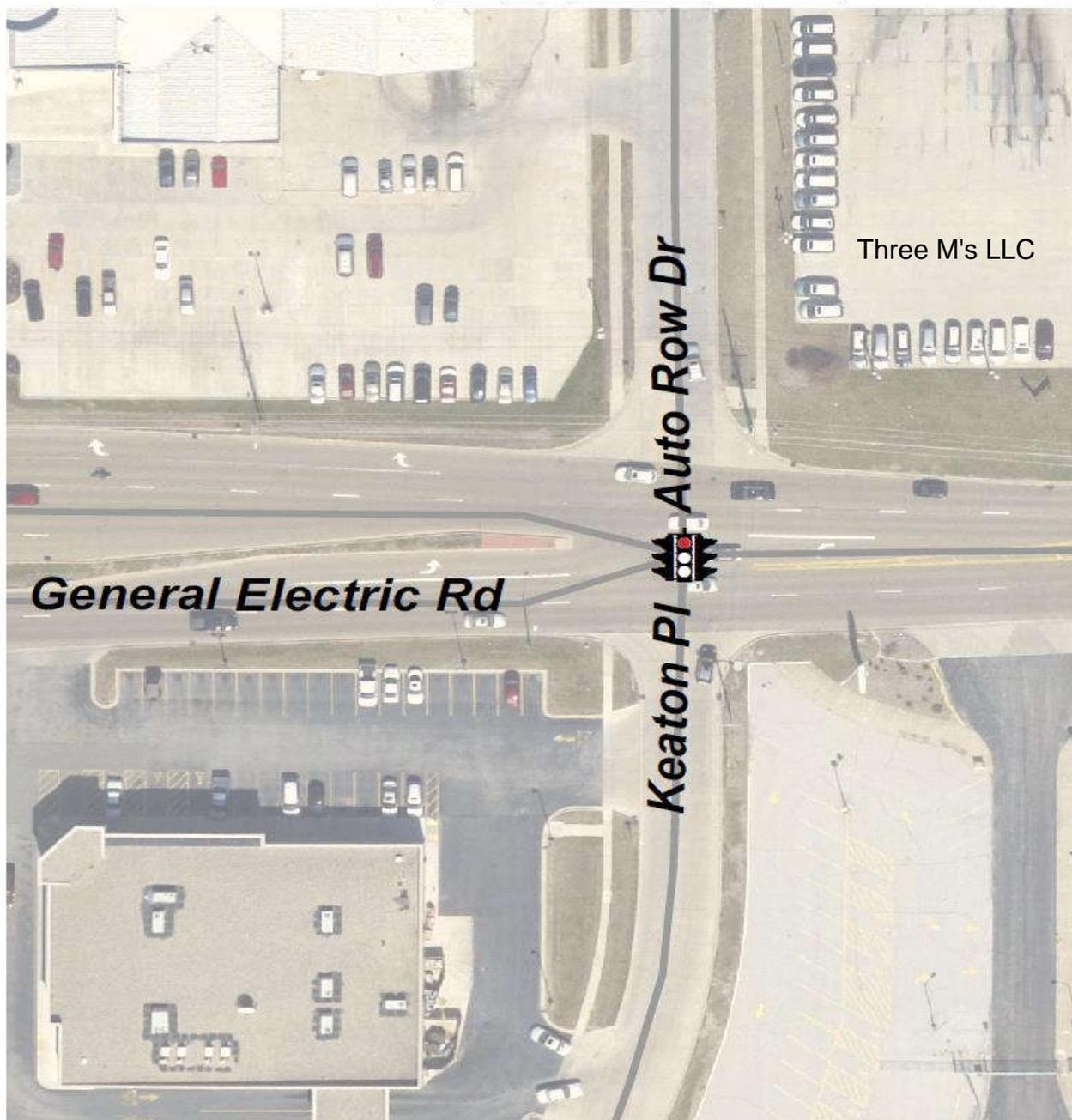
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CITY OF BLOOMINGTON  
 CAPITAL IMPROVEMENTS PROGRAM FY 2019 - FY 2023

FUNDING SOURCE(S)	DEPARTMENT	CITY CONTACT PERSON	WARD
MOTOR FUEL TAX	Public Works - Engineering Division	Kevin Kothe/ Ryan Otto	3
PROJECT TITLE		ACCOUNT NUMBER(S)	
GE Road @ Keaton Pl / Auto Row Dr Traffic Signals & NB left turn lane		20300300-70051, 20300300-72510, 20300300-72530	

 **CITY OF BLOOMINGTON**  
 Public Works Department  
 2/7/2011

**GE Rd @ Keaton Pl / Auto Row Dr  
 Traffic Signals & Left Turn Lanes**





**CONSENT AGENDA ITEM NO. 7E**

FOR COUNCIL: August 13, 2018

**SPONSORING DEPARTMENT:** Public Works

**SUBJECT:** Consideration of a Road Dedication Agreement with Brad Barker Motors, Inc. (an Illinois Corporation) for Right-of-Way Dedication and Temporary Easement, in conjunction with the G.E. Road and Keaton Place/Auto Row Drive Intersection Improvement project, in the amount of \$2,500, as requested by the Public Works Department.

**RECOMMENDATION/MOTION:** The Road Dedication Agreement with Brad Barker Motors, Inc. for Right-of-Way Dedication and Temporary Easement, in conjunction with the G.E. Road and Keaton Place/Auto Row Drive Intersection Improvement Project, in the amount of \$2,500, be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

**BACKGROUND:** Public Works is recommending the approval of a Road Dedication Agreement, which includes right-of-way dedication and temporary easement from Brad Barker Motors, Inc. The right-of-way dedication and temporary easement are needed for the construction of the GE Road and Keaton Place/Auto Row Drive Intersection Improvement Project. The details and location of the agreement can be found in the attached offer letter, agreement, and location map. Staff is working to acquire easements and right-of way from three (3) other parcels in order to complete this project. Staff's goal is to bid the project in the fall of 2018, provided that the acquisitions can be completed in time.

Project Need

GE Road is a four-lane, urban arterial that serves over 18,000 vehicles per day. The intersection at Keaton Place/Auto Row Drive is located just over 400 feet east of Veterans Parkway and services a car dealership, retail shops, and popular restaurants. The existing traffic control at this location is a two-way stop, with Keaton Place/Auto Row Drive stopping for GE Road. The northbound left turn from Keaton onto G.E. accounts for 72% of the traffic exiting Keaton. The turn is difficult, especially at peak traffic times.

Proposed Project

Knight A.E. (the design consultant), performed a detailed traffic study for this intersection. A four-way stop is not a viable option at this location due to the high east-west volume on GE Road and the subject intersections proximity to Veterans Parkway. The proposed plan for the GE Road and Keaton Place/Auto Row Drive Intersection includes installing traffic signals, installing a dual

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Project Cost

The City has included in its 2018-2019 budget the following Motor Fuel Tax funds:

Land Acquisition: \$100,000

Construction: \$1,000,000

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Representatives of the affected property owners: Barker Motors, Walgreens, and Mechanical Devices. Representatives of utility companies with facilities in the area: Ameren, Verizon, NICOR, Comcast, Campus Communications, Country Companies, MetroNet, and MCI.

**FINANCIAL IMPACT:** Funds will be allocated from the Motor Fuel Tax-Land account (20300300-72510) in the amount of \$2,500 as consideration for this agreement. Stakeholders can locate the account in the FY 2019 Adopted Budget Book titled "Other Funds & Capital Improvement" on pages 8, 243, 248, 251 and 252.

**COMMUNITY DEVELOPMENT IMPACT:** N/A

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY**

**CONSTRUCTION:** The City will need to pay for ongoing electricity costs for the traffic signal.

Respectfully submitted for Council consideration.

Prepared By: Kevin Kothe, PE, City Engineer  
Michael Hill, Miscellaneous Technical Assistant

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

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

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason  
City Manager

**Attachments:**

- Letter and Agreement

- Location Map



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

June 25, 2018

Mr. Brad Barker  
Brad Barker Motors, Inc.  
1602 GE Road  
Bloomington, IL 61704

RE: Introduction and Offer Package Letter  
GE Road and Keaton Place/Auto Row Intersection Improvement  
MFT Section 18-00351-01-TL  
City of Bloomington, McLean County  
Parcel 14-26-451-005 (NW Corner of GE Rd. & Keaton/Auto Row)

Dear Mr. Barker:

The City of Bloomington, Department of Public Works proposes to improve the intersection of GE Road and Keaton Place/Auto Row. Improvements will include: the addition of northbound and southbound turn lanes, and the installation of traffic signals. This improvement requires the acquisition of land from the above referenced parcel for the purposes of right-of-way and temporary construction easement as follows:

- 0.003066 acres (133.57 sq. ft.) of land as fee simple
- 0.016119 acres (702.13 sq. ft.) of land as a temporary construction easement

Public records indicate the subject property is owned by Brad Barker Motors, Inc.

The following documents are included for your consideration:

- Road Dedication Agreement
- Legal description of the premises to be acquired
- Right of Way Plat
- Basis for Computing Total Approved Compensation

This letter introduces Mr. Phil Allyn PE, an Engineer employed by the City of Bloomington in the Public Works Department and Mr. Douglas Grovesteen PE, an engineer employed by Clark Dietz acting as an agent for the City.

Page 2

If you have any questions regarding the authority and procedures of the City of Bloomington in acquiring property please feel free to contact Mr. Allyn or Mr. Grovesteen at 309-434-2225, via email at [pallyn@cityblm.org](mailto:pallyn@cityblm.org) or [douglas.grovesteen@clarkdietz.com](mailto:douglas.grovesteen@clarkdietz.com) , or at the Public Works Office at the address above (Government Center).

Mr. Allyn or Mr. Grovesteen are available to discuss the proposed highway improvement and any questions you may have about the acquisition. Please note they can not provide specific legal advice or specific legal referrals.

If the amount is satisfactory, please sign the documents where indicated, and have the documents notarized where required. You may return them to this office or contact Mr. Allyn or Mr. Grovesteen for them to be picked-up at your convenience.

Thank you for your consideration and we request a response before July 13, 2018.

Sincerely,



Ryan L. Otto, P.E.  
Assistant City Engineer

RLO/dgg

enclosures

cc: Jim Karch  
Kevin Kothe  
file

Prepared by / Return to:

Sorling Northrup  
Aaron D. Evans, of Counsel  
1 North Old State Capitol Plaza  
Suite 200  
P.O. Box 5131  
Springfield, IL 62705  
Telephone: 217-544-1144  
Fax: 217-522-3173

## ROAD DEDICATION AGREEMENT

This Road Dedication Agreement (this “**Agreement**”) is made as of \_\_\_\_\_, 2018, by and between Brad Barker Motors Inc., an Illinois corporation (the “**Grantor**”), and the City of Bloomington, Illinois, a Municipal Corporation (the “**City**”).

### RECITALS

- A. Grantor is the owner of the real property described in Appendix A attached hereto (the “**Property**”).
- B. The City desires to construct certain improvements to the public right-of-way and its appurtenances at the intersections of General Electric Road, Keaton Place, and Auto Row Drive, Bloomington, Illinois (collectively, the “**Improvements**”), and Grantor agrees to dedicate a portion of the Property to the City for that purpose.

Now therefore, in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the City agree as follows:

### AGREEMENT

- 1. Dedication of Right-of-Way.** Grantor hereby grants, conveys, warrants, and dedicates unto the City the property legally described in Appendix B attached hereto and shown on the plat recorded as document number \_\_\_\_\_ in the office of the County Recorder of McClean County, Illinois (the “**Right-of-Way**”), to be used and held by the City for street, road, highway, right-of-way, drainage, and utility purposes, and the City hereby accepts the same.
- 2. Grant of Temporary Easement.** Grantor hereby conveys, warrants, and grants unto the City a temporary easement in, on, over, under, through and across portions of the Property as shown in said recorded plat (the “**Temporary Easement Premises**”) for the uses and purposes described herein. The City shall have the right, privilege, and easement to use and occupy the

Temporary Easement Premises at all times convenient and necessary for purposes of facilitating the construction of the Improvements, including but not limited to the right of entry, access, occupation, staging, sloping, grading, clearing, grubbing, excavating, and storage of equipment, materials, and excavated earth. The City's rights in and to the Temporary Easement Premises shall expire upon completion of the Improvements, restoration of the Property, and a satisfactory final inspection.

**3. Restoration of Property.** Upon completion of the Improvements, the City shall have the obligation to remove from the Temporary Easement Premises all debris, surplus material, and construction equipment; blend grades and elevations of land and driveways; and restore the surface of the Temporary Easement Premises to smooth contours. The City shall make reasonable effort to preserve any plants or landscaping but shall have the right to remove from the Temporary Easement Premises, without the obligation to replace, such trees, shrubbery, or other landscaping, as well as to remove other obstructions or possible hazards, to the extent, in the sole judgment of the City, necessary to prevent interference with the economical, safe, or convenient construction of the Improvements.

**4. Consideration.** The City agrees to pay to Grantor the sum of **\$2,500.00** as consideration for this Agreement. Said sum includes the market value of the Right-of-Way and Temporary Easement Premises conveyed by Grantor and any and all damage to the Property related to the construction of the Improvements.

**5. Authority and Warranty of Title.** Each party executing this Agreement as or on behalf of the Grantor represents and warrants that he/she/they are authorized to execute this Agreement. The Grantor warrants that the Grantor is the owner of the Property and has the right, title and capacity to convey the Right-of-Way and Temporary Easement Premises to the City.

**6. Cooperation.** Grantor and the City agree to cooperate and execute all future documents, including, but not limited to, any instrument if so requested by either party to confirm this Agreement, re-grant the Right-of-Way and/or Temporary Easement Premises, carry out the transactions contemplated by this Agreement, or as may be necessary or desired for recording purposes.

**7. Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the heirs, successors and assigns of the respective parties hereto and shall run with the title to the Property. The rights and easements granted to the City under this Agreement shall extend to the City's agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of the City.

**8. Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois.

**9. Effect of Invalidity.** In the event that any court of competent jurisdiction determines that any covenant, term or condition of this Agreement as applied to any particular facts or circumstances is wholly or partially invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect such covenant, term or condition as the same applies to other

facts or circumstances (unless the effect of such determination precludes the application of such covenant, term or condition to other facts or circumstances), nor shall it affect the validity, legality or enforceability of the other covenants, terms and conditions of this Agreement.

**10. Entire Agreement.** This Agreement represents the entire agreement between the Grantor and the City and supersedes any prior agreements relating to the subject matter of this Agreement. This Agreement may be modified or amended only by a written instrument duly authorized and executed by the parties.

**11. Right of Homestead.** Grantor represents that the Property is not subject to the Homestead Exemption Laws of the State of Illinois.

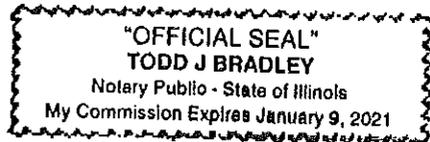
IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

Brad Barker Motors Inc., an Illinois corporation

By: [Signature]

Attest:

[Signature]



STATE OF Illinois )  
 )  
COUNTY OF McLean ) SS.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Brad Barker and \_\_\_\_\_, personally known to me to be the President and \_\_\_\_\_, respectively, of Brad Barker Motors Inc., an Illinois corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed, sealed, and delivered the foregoing instrument as their free and voluntary act pursuant to authority granted to them, and as the free and voluntary act and deed of Brad Barker Motors Inc., for the uses and purposes therein set forth.

Given under my hand and notarial seal this 11th day of July, 2018.

[Signature]  
Notary Public

CITY OF BLOOMINGTON,  
a Municipal Corporation

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

STATE OF ILLINOIS                    )  
  )     SS.  
COUNTY OF MCLEAN                )

I, the undersigned, a Notary Public in and for the above County and State, HEREBY CERTIFY that \_\_\_\_\_, as \_\_\_\_\_ of the City of Bloomington, an Illinois municipal corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he or she signed, sealed, and delivered said instrument, pursuant to authority, as the free and voluntary act of the City of Bloomington for the uses and purposes therein stated.

Given under my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

Exempt under provisions of Paragraph (b) of Section 31-45 of the Real Estate Transfer Tax Law, 35 ILCS 200/31-45.  
  
Dated: \_\_\_\_\_  
  
\_\_\_\_\_  
Buyer, Seller or Representative

## APPENDIX A

### Description of Property

LOT 1 IN SUGAR CREEK SUBDIVISION RECORDED AS DOCUMENT NO. 86-20358, IN THE CITY OF BLOOMINGTON, COUNTY OF MCLEAN, STATE OF ILLINOIS, EXCEPT COMMENCING AT THE NORTHWEST CORNER OF LOT 1 IN SAID SUGAR CREEK SUBDIVISION, THENCE SOUTH 01 DEGREE 02 MINUTES 01 SECOND WEST 293.11 FEET ALONG THE EAST RIGHT OF WAY LINE OF VETERANS PARKWAY TO THE POINT OF BEGINNING; THENCE SOUTH 45 DEGREES 57 MINUTES 54 SECONDS EAST 62.63 FEET; THENCE SOUTH 88 DEGREES 14 MINUTES 56 SECONDS EAST 300.00 FEET; THENCE NORTH 45 DEGREES 36 MINUTES 55 SECONDS EAST 20.80 FEET TO THE WEST RIGHT OF WAY LINE OF AUTO ROW DRIVE; THENCE SOUTH 01 DEGREE 03 MINUTES 22 SECONDS WEST 19.57 FEET ALONG SAID RIGHT OF WAY LINE TO THE NORTH RIGHT OF WAY LINE OF GENERAL ELECTRIC AVENUE; THENCE NORTH 88 DEGREES 10 MINUTES 37 SECONDS WEST 360.41 FEET ALONG SAID RIGHT OF WAY LINE TO THE EAST RIGHT OF WAY LINE OF VETERANS PARKWAY; THENCE NORTH 01 DEGREE 02 MINUTES 01 SECOND EAST 46.25 FEET ALONG SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING, MCLEAN COUNTY, ILLINOIS, CONTAINING 2,638 SQUARE FEET, MORE OR LESS.

PARCEL NO. 14-26-451-005

COMMON ADDRESS: 1602 GE ROAD, BLOOMINGTON, IL 61701

## APPENDIX B

### Description of Right-of-Way

THAT PART OF LOT 1 IN SUGAR CREEK SUBDIVISION, A SUBDIVISION IN A PART OF THE SOUTHEAST QUARTER OF SECTION 26 AND A PART OF THE NORTHEAST QUARTER OF SECTION 35, ALL IN TOWNSHIP 24 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 86-20358, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00 DEGREES 31 MINUTES 36 SECONDS EAST (ASSUMED) ALONG THE WEST RIGHT OF WAY LINE OF AUTO ROW DRIVE, 310.39 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 31 MINUTES 36 SECONDS EAST ALONG THE SAID WEST RIGHT OF WAY LINE, 10.05 FEET; THENCE SOUTH 44 DEGREES 01 MINUTES 51 SECONDS WEST, ALONG THE SAID WEST RIGHT OF WAY LINE, 20.80 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF FAU 6354 (GENERAL ELECTRIC ROAD); THENCE NORTH 89 DEGREES 49 MINUTES 54 SECONDS WEST ALONG THE SAID NORTHERLY RIGHT OF WAY LINE, 4.81 FEET; THENCE NORTH 37 DEGREES 29 MINUTES 59 SECONDS, 31.50 FEET TO THE POINT OF BEGINNING, IN THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS.

May 31, 2018

ROUTE: GE Rd & Keaton Place  
SECTION: 18-00351-01-TL  
COUNTY: McLean  
JOB NUMBER:  
PARCEL: NW Corner  
STATION:  
OWNER: Brad Barker Motors, Inc.  
PIN: 14-26-451-005

PROPERTY ADDRESS: 1602 GE Road  
Bloomington, IL

### **BASIS FOR COMPUTING COMPENSATION**

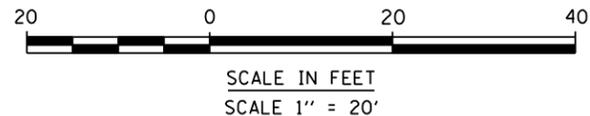
1. Existing Property  
Total Area: 114,911.28 Sq. Ft. (2.638 Acres)  
Estimated Fair Market Value (Land Only): \$1.85 million ±
  
  2. Property to be Acquired  
Permanent Right-of-Way: 133.57 Sq. Ft. (0.003066 Acres)  
Temporary Easement: 702.13 Sq. Ft. (0.016119 Acres)
  
  3. Compensation for Acquisition:  
Permanent Right-of-Way: \$2,150.00  
Temporary Easement: \$350.00  
Damage to Remaining Property (if any):
- TOTAL COMPENSATION\*:**      **\$2,500.00**

\*The minimum compensation is \$300.



PART OF LOT 1 IN SUGAR CREEK SUBDIVISION  
IN THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

# RIGHT OF WAY PLAT



## PARCEL NO 14-26-451-005

BRAD BARKER MOTORS, INC.  
REQUIRED ROW = 133.57 SQ.FT.± OR 0.0031 ACRES±  
EXISTING PARCEL AREA = 2.638 ACRES±  
TOTAL REMAINING = 2.607 ACRES±  
TEMPORARY EASEMENT = 702.13 SQ.FT.± OR 0.0161 ACRES±  
TE PURPOSE = SIDEWALK CONSTRUCTION & GRADING

LEGEND	
	= TEMPORARY EASEMENT LINE
	= PROPOSED ROW LINE
	= EXISTING ROW LINE
	= EXISTING UTILITY EASEMENT
PR	= PROPOSED
EX	= EXISTING
ROW	= RIGHT OF WAY
T.E.	= TEMPORARY EASEMENT

THIS IS TO CERTIFY THAT THIS PLAT WAS PREPARED UNDER THE SUPERVISION OF AN ILLINOIS PROFESSIONAL LAND SURVEYOR FROM EXISTING MAPS, PLATS, OR OTHER INSTRUMENTS OF RECORD FOR THE USED AND PURPOSES SHOWN HEREON.

GIVEN UNDER MY HAND AND SEAL THIS \_\_\_ DAY OF \_\_\_\_\_, 2018 IN CHICAGO, ILLINOIS.

KNIGHT E/A, INC.

STEVEN BARCZAK, IPLS NO. 035.003269  
LICENSE EXPIRES: 11/30/2018



## SUGAR CREEK SUBDIVISION

(DOC. NO. 86-20358)

### LOT 1

COURSE	BEARING	DISTANCE
L1	S 00°31'36" E	10.05'
L2	S 44°01'51" W	20.80'
L3	N 89°49'54" W	4.81'
L4	N 37°29'59" E	31.50'

SEC 35, T 24 N, R 2 E, 3RD PM

10' UTILITY EASEMENT

N 89°49'54" W (MEASURED)

NORTHERLY RIGHT OF WAY LINE  
OF FAU 6354

FAU 6354 (GENERAL ELECTRIC ROAD)

☉ ROADWAY PAVEMENT AS SURVEYED  
FAU 6354 (GENERAL ELECTRIC ROAD)

23 ☉ S 89°38'00" E

24

☉ N 00°36'44" W

STA. 10+00.00 AUTO ROW DRIVE =  
STA. 24+91.58 FAU 6354 (GENERAL ELECTRIC ROAD)

☉ ROADWAY PAVEMENT AS SURVEYED  
AUTO ROW DRIVE

5' UTILITY EASEMENT

WESTERLY RIGHT OF WAY  
OF AUTO ROW DRIVE

11+03.39  
26' LT.

10+78.83  
26' LT.

24+26.54 24+45.40  
53' LT. 53' LT.

EX ROW

L3

89°01'16"

☉-☉

L11

AUTO ROW DRIVE

STA. 24+64.46 P.O.B.  
78' LT.

P.O.C. NORTHEAST  
CORNER OF LOT 1

S 00°31'36" E (ASSUMED) 310.39'

<b>KNIGHT</b> Engineers & Architects	USER NAME = jverdguer	DESIGNED JSA	REVISED - 05/09/2018	STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION	RIGHT OF WAY PLAT PARCEL NO. 14-26-451-005			F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
	\$MODELNAME\$	DRAWN JV	REVISED - 06/18/2018		6354	18-00351-00-TL	MCLEAN					
	PLOT DATE = 6/18/2018	CHECKED WAM	REVISED -		SCALE: AS SHOWN	SHEET NO.	OF SHEETS	STA.	TO STA.	ILLINOIS FED. AID PROJECT		
		DATE 06/18/2018	REVISED -									

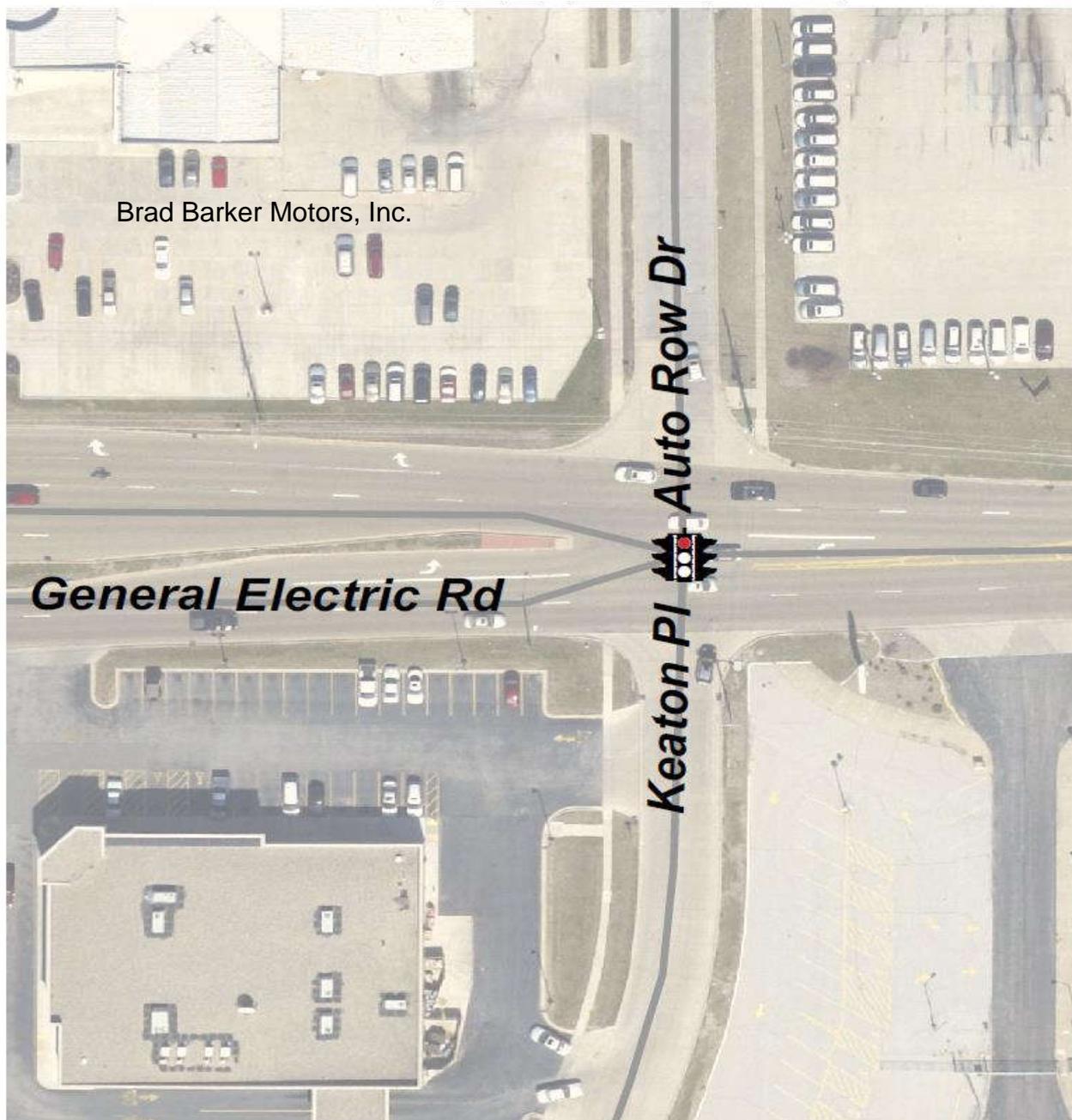
FILE NAME = Z:\7133\cad\Exhibits\Parcel Plats\7133-sht-GE 10\_ParcelPlat\_GE.NW.dgn

CITY OF BLOOMINGTON  
CAPITAL IMPROVEMENTS PROGRAM FY 2019 - FY 2023

FUNDING SOURCE(S)	DEPARTMENT	CITY CONTACT PERSON	WARD
MOTOR FUEL TAX	Public Works - Engineering Division	Kevin Kothe/ Ryan Otto	3
PROJECT TITLE		ACCOUNT NUMBER(S)	
GE Road @ Keaton Pl / Auto Row Dr Traffic Signals & NB left turn lane		20300300-70051, 20300300-72510, 20300300-72530	



**GE Rd @ Keaton Pl / Auto Row Dr  
Traffic Signals & Left Turn Lanes**





## CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: August 13, 2018

**SPONSORING DEPARTMENT:** Public Works

**SUBJECT:** Consideration of a Contract with Stark Excavating, Inc. for construction of sidewalk along West Washington Street and across two Union Pacific Railroad crossings (BID# 2019-08), in the amount of \$35,516.07, as requested by the Public Works Department.

**RECOMMENDATION/MOTION:** The Contract with Stark Excavating, Inc. (BID# 2019-08) for construction of sidewalk along West Washington Street and across two Union Pacific Railroad crossings (Bid #2019-08) in the amount of \$35,516.07 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

**BACKGROUND:** The Public Works Department is recommending the approval of a contract with Stark Excavating, Inc. to build sidewalk across two Union Pacific Railroad crossings to connect City sidewalk east and west of the Union Pacific Railroad crossings. The sidewalk will provide an access route for pedestrians to cross the tracks.



The Illinois Department of Transportation (IDOT) installed a pedestrian crossing at the track furthest east as part of the Illinois High Speed Rail (HSR) project. The furthest east track has the highest train count of the three tracks and carries Amtrak passenger trains. However, IDOT did not extend the sidewalk across the two additional industry tracks to Cargill and the Norfolk Southern track connection during the HSR project. Since then, IDOT has agreed to reimburse the City to complete sidewalk crossing of the two additional tracks.

On September 15, 2016, City staff secured an order from the Illinois Commerce Commission allowing the sidewalk crossing. Council approved a sidewalk easement agreement with Union Pacific Railroad on May 14, 2018. City staff completed the plans and specifications for sidewalk construction, and put it out to bid on July 5, 2018. City staff advertised the project, and interested contractors picked up plan sets to prepare bids. Staff opened two (2) sealed bids for the project at

2:00 p.m., July 26, 2018. The following is the summary of the bids received, listed from lowest to the highest:

Engineer's Estimate	\$31,000.00
<b><i>Bidder's Name</i></b>	<b><i>Base Bid Amount</i></b>
*Stark Excavating Inc.	\$35,516.07
Rowe Construction, Inc.	\$56,550.05

\*Recommended, responsible low bidder.

Staff has analyzed the bids and recommends the acceptance of the lowest bid from Stark Excavating, Inc. in the amount of \$35,516.07.

The City will pay the sidewalk contractor directly, and then IDOT will reimburse the City following completion of the work. Staff expects that the work can be completed by December 1, 2018.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** City staff had the bid package published in The Pantagraph and the IDOT Bulletin on July 5, 2018 and held a pre-bid meeting on July 12, 2018. Three (3) contractors attended the pre-bid meeting. Staff held the bid opening on July 26, 2018 at 2:00pm at City Hall.

**FINANCIAL IMPACT:** Funds will be allocated from the Capital Improvement-Street Construction & Improvement account (40100100-72560) in the amount of \$35,516.07 to pay the up-front costs of the construction. Funding is available in this account budget roll up group to pay for this work. Stakeholders can locate the account in the FY 2019 Adopted Budget Book titled "Other Funds & Capital Improvement" on pages 78, 243, 259 and 275. Once the project is completed, the Capital Improvement Fund will receive full reimbursement from the Illinois Department of Transportation.

**COMMUNITY DEVELOPMENT IMPACT:** N/A

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** The City will be responsible for future maintenance of this sidewalk.

Respectfully submitted for Council consideration.

Prepared By: Greg Kallevig, PE, CFM, Civil Engineer II  
Michael Hill, Miscellaneous Technical Assistant

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

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

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

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

Tim Gleason  
City Manager

**Attachments:**

- Contract
- Location Map
- Bid Tab



PROPOSAL SUBMITTED BY		
Stark Excavating, Inc.		
Contractor's Name		
1805 W. Washington St.		
Street		P.O. Box
Bloomington	IL	61701
City	State	Zip Code

STATE OF ILLINOIS

COUNTY McLean  
City of Bloomington  
 (Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF  
 STREET NAME OR ROUTE FAU 6360 Wash. St SW over UPRR  
 SECTION NO. 16-00361-00-SW  
 TYPES OF FUNDS FHWA HSR

- SPECIFICATIONS (required)       PLANS (required)       CONTRACT BOND (when required)

**For Municipal Projects**  
 Submitted/Approved/Passed

Mayor    President of Board of Trustees    Municipal Official

\_\_\_\_\_

Date

**Department of Transportation**

Concurrence in approval of award

\_\_\_\_\_

Regional Engineer

\_\_\_\_\_

Date

**For County and Road District Projects**  
 Submitted/Approved

\_\_\_\_\_

Highway Commissioner

\_\_\_\_\_

Date

Submitted/Approved

\_\_\_\_\_

County Engineer/Superintendent of Highways

\_\_\_\_\_

Date

County McLean  
Local Public Agency City of Bloomington  
Section Number 16-00361-00-SW  
Route FAU 6360 Wash. SW

1. THIS AGREEMENT, made and concluded the 13 day of August, 2018,  
Month and Year

between the City of Bloomington  
acting by and through its Mayor & City Council known as the party of the first part, and  
Stark Excavating, Inc. his/their executors, administrators, successors or assigns,  
known as the party of the second part.

2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 16-00361-00-SW, in Bloomington, IL, approved by the Illinois Department of Transportation on May 29, 2018, are essential documents of this contract and are a part hereof.  
Date

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest: The City of Bloomington  
Clerk By \_\_\_\_\_  
(Seal) \_\_\_\_\_  
*(If a Corporation)*

Corporate Name \_\_\_\_\_  
By \_\_\_\_\_  
President Party of the Second Part  
*(If a Co-Partnership)*

Attest: \_\_\_\_\_  
Secretary

Partners doing Business under the firm name of \_\_\_\_\_  
Party of the Second Part  
*(If an individual)*  
Party of the Second Part

Route FAU 6360 Wash. SW  
County McLean  
Local Agency City of Bloomington  
Section 16-00361-00-SW

We , \_\_\_\_\_

a/an)  Individual  Co-partnership  Corporation organized under the laws of the State of \_\_\_\_\_ ,  
as PRINCIPAL, and \_\_\_\_\_

\_\_\_\_\_ as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of

\_\_\_\_\_ Dollars ( \_\_\_\_\_ ), lawful money of the  
United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors,  
administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_

**PRINCIPAL**

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Signature & Title)

By: \_\_\_\_\_  
(Signature & Title)

Attest: \_\_\_\_\_  
(Signature & Title)

Attest: \_\_\_\_\_  
(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said county, do hereby certify that

\_\_\_\_\_  
(Insert names of individuals signing on behalf or PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_

My commission expires \_\_\_\_\_  
\_\_\_\_\_  
Notary Public **(SEAL)**

**SURETY**

\_\_\_\_\_  
(Name of Surety)

By: \_\_\_\_\_  
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS.

**(SEAL)**

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said county, do hereby certify that

\_\_\_\_\_  
(Insert names of individuals signing on behalf or SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_

My commission expires \_\_\_\_\_  
\_\_\_\_\_  
Notary Public **(SEAL)**

Approved this \_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_  
(Awarding Authority)

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
(Chairman/Mayor/President)

RETURN WITH BID

COPY



Illinois Department of Transportation

Local Public Agency  
Formal Contract  
Proposal

PROPOSAL SUBMITTED BY		
Stark Excavating, Inc.		
Contractor's Name		
1805 W. Washington St.		
Street		P.O. Box
Bloomington	IL	61701
City	State	Zip Code

STATE OF ILLINOIS

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

FOR THE IMPROVEMENT OF  
 STREET NAME OR ROUTE NO. FAU 6360 Wash. St SW over UPRR  
 SECTION NO. 16-00361-00-SW  
 TYPES OF FUNDS FHWA HSR

- SPECIFICATIONS (required)       PLANS (required)

For Municipal Projects  
 Submitted/Approved/Passed  
*Karen Kotha*  
 Mayor    President of Board of Trustees    Municipal Official  
 Date 5/23/18

Department of Transportation  
 Released for bid based on limited review  
*[Signature]*  
 Regional Engineer  
 Date 5/29/18

For County and Road District Projects  
 Submitted/Approved  
 \_\_\_\_\_  
 Highway Commissioner  
 \_\_\_\_\_  
 Date  
 Submitted/Approved  
 \_\_\_\_\_  
 County Engineer/Superintendent of Highways  
 \_\_\_\_\_  
 Date

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

RETURN WITH BID

NOTICE TO BIDDERS

County McLean
Local Public Agency City of Bloomington
Section Number 16-00361-00-SW
Route FAU 6360 Washington

Sealed proposals for the improvement described below will be received at the office of City Clerk,
109 East Olive St., Bloomington, IL 61702 until on
Address Time Date

Sealed proposals will be opened and read publicly at the office of City Clerk,
109 East Olive St., Bloomington, IL 61702 at on
Address Time Date

DESCRIPTION OF WORK

Name Washington St. Sidewalk over Union Pacific RR Tracks Length: 180.00 feet ( 0.03 miles)
Location North side of Washington Street, beginning 200' west of Western Avenue.
Proposed Improvement Install 5' wide sidewalk along north side of Washington Street over two Union Pacific RR industry tracks.

1. Plans and proposal forms will be available in the office of City of Bloomington Procurement Services
by sending an email to procurement@cityblm.org
Address

2. [X] Prequalification
If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
a. BLR 12200: Local Public Agency Formal Contract Proposal
b. BLR 12200a Schedule of Prices
c. BLR 12230: Proposal Bid Bond (if applicable)
d. BLR 12325: Apprenticeship or Training Program Certification (do not use for federally funded projects)
e. BLR 12326: Affidavit of Illinois Business Office

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.

8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

RETURN WITH BID

PROPOSAL

County McLean  
Local Public Agency City of Bloomington  
Section Number 16-00361-00-SW  
Route FAU 6360 Washington

1. Proposal of Stark Excavating, Inc.  
for the improvement of the above section by the construction of Washington St. Sidewalk over  
Union Pacific RR Tracks

a total distance of 180.00 feet, of which a distance of 150.00 feet, ( 0.028 miles) are to be improved.

- 2. The plans for the proposed work are those prepared by City of Bloomington and approved by the Department of Transportation on \_\_\_\_\_
- 3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
- 4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
- 5. The undersigned agrees to complete the work within 15 working days or by \_\_\_\_\_ unless additional time is granted in accordance with the specifications.
- 6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:

\_\_\_\_\_  
Treasurer of \_\_\_\_\_  
The amount of the check is Bid Bond- ( Bid Bond ).

- 7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number 16-00361-00-SW\_\_\_\_\_.
- 8. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.
- 9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
- 10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
- 11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.
- 12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.



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CONTRACTOR CERTIFICATIONS

County	<u>McLean</u>
Local Public Agency	<u>City of Bloomington</u>
Section Number	<u>16-00361-00-SW</u>
Route	<u>FAU 6360 Washington</u>

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

- Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
- Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

- Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
- Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

RETURN WITH BID

SIGNATURES

County McLean  
Local Public Agency City of Bloomington  
Section Number 16-00361-00-SW  
Route FAU 6360 Washington

(If an individual)

Signature of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_  
\_\_\_\_\_

(If a partnership)

Firm Name \_\_\_\_\_

Signed By \_\_\_\_\_

Business Address \_\_\_\_\_  
\_\_\_\_\_

Inset Names and Addressed of All Partners



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If a corporation)

Corporate Name Stark Excavating, Inc.

Signed By *DK Stark*

Vice President

Business Address 1805 W. Washington St.  
Bloomington, IL 61701

Inset Names of Officers



President David K. Stark

Secretary Ila J. Slagell

Treasurer Gary W. Masso

Attest: *Ila Slagell*  
Secretary



RECORD OF BID OPENING FOR:

**BID #2019-08**

**Washington St. Sidewalk over Union Pacific RR Tracks**

DATE: July 26, 2018

TIME: 2:00 p.m.

Rec'd Date/Time & Staff Initials	Bidder's Name	City, State	Mandatory City Documents	Bid Signed	Bid Bond	Addendum #1	Addendum #2	TOTAL BID
07/26/18 1:32PSE	Rowe Construction	Bim, IL	✓	✓	✓	✓	✓	\$56,550.05
07/26/18 1:45p SE	Stark Excavating	Bim, IL	✓	✓	✓	✓	✓	\$35,514.07

WITNESSES:

*Carla A. Mullen*  
\_\_\_\_\_  
*Ashley Jara*  
\_\_\_\_\_  
*Ray K. Deery*  
\_\_\_\_\_

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



## CONSENT AGENDA ITEM NO. 7G

FOR COUNCIL: August 13, 2018

**SPONSORING DEPARTMENT:** Public Works

**SUBJECT:** Consideration of a Resolution approving the installation of a Route 66 Experience Hub on public property at the Northeast corner of Jefferson Street and Main Street, in accordance with the requirements of Chapter 3, Section 6.4 of the Bloomington City Code, as requested by the Public Works Department.

**RECOMMENDATION/MOTION:** The Resolution approving the installation of a Route 66 Experience Hub on public property at the Northeast corner of Jefferson Street and Main Street in accordance with the requirements of Chapter 3, Section 6.4 of the Bloomington City Code be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

**STRATEGIC PLAN LINK:** Goal 2. Upgrade City Infrastructure and Facilities; Goal 4. Strong Neighborhoods; Goal 5. Great Place – Livable, Sustainable City; Goal 6. Prosperous Downtown Bloomington.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 2d. Well-designed, well-maintained City facilities emphasizing productivity and customer service; Objective 4d. Improved neighborhood infrastructure; Objective 5a. Well-planned City with necessary services and infrastructure; Objective 5e. More attractive city: commercial areas and neighborhoods; Objective 6a. More beautiful, clean Downtown area; Objective 6c. Downtown becoming a community and regional destination.

**BACKGROUND:** Public Works is recommending the installation of a Route 66 Experience Hub on public property at the northeast corner of Jefferson Street and Main Street. Chapter 3, Section 6.4 of the Bloomington City Code regulates the placement of signs on public property. As per the code, certain sign installations, such as advertising signs and billboards, require written approval by City Council when located in the right-of-way and on public property. Some signs, such as traffic signs or directional signs, are exempt from the written approval requirement. The proposed Route 66 Experience Hub is an interactive, informational freestanding sign that promotes Bloomington's history. The Advertising Sign Code does not provide an exemption for the Hub and therefore, the sign requires written approval by City Council before the Public Works Department can begin installation.

The Route 66 Experience Hub is a freestanding ground sign approximately 9' tall by 4' wide. Construction details are attached to this memo. The Hub is provided to the community by the Convention and Visitor's Bureau. The Hub is interactive and provides information about local historic resources relevant to Route 66. The Hub requires electricity to operate. Staff recommended the proposed location for a number of reasons. First, the corner of Main St. and Jefferson St. has available conduit for power and is located on Route 66. The site is near the Route 66 Visitor's Center and encourages guests to also visit downtown shops located on the Route. Lastly, the corner captures three important historic view sheds: north looking down Main St; west looking towards the Courthouse Square; and, south looking at the former State Farm Headquarters building. Similar Hubs are installed at Route 66 attractions in Normal, Pontiac, Lincoln, and Springfield. Information is available online at [www.illinoisroute66.info/experience-hubs.html](http://www.illinoisroute66.info/experience-hubs.html).



**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The Bloomington-Normal Area Convention & Visitors Bureau is purchasing and providing the Hub.

**FINANCIAL IMPACT:** The Convention and Visitor's Bureau is providing the Route 66 Experience Hub sign. Installation will be completed by City crews with minimal labor and material costs.

**COMMUNITY DEVELOPMENT IMPACT:** The Neighborhoods, Economic Development, and Downtown chapters of the City's Comprehensive Plan 2035 (Adopted August 24, 2015) includes multiple goals and objectives related to downtown signage and promoting Route 66 tourism:

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

N-2.1 Create and define neighborhood identity where none currently exists.

N-2.2 Celebrate the uniqueness of Bloomington's neighborhoods.

***ED-5. Enhance tourism based-economic development.***

ED-5.1 Expand tourism attractions and destinations.

***D-2. Market and promote the unique brand and image of Downtown Bloomington***

D-2.1 Identify and designate gateways to Downtown.

D-2.3 Improve Wayfinding Downtown.

#### **FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY**

**CONSTRUCTION:** Operational costs will be nominal, since the Route 66 Experience Hub will be connected to the street light grid.

Respectfully submitted for Council consideration.

Prepared By: Michael Hill, Miscellaneous Technical Assistant  
Katie Simpson, City Planner

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

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

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason  
City Manager

**Attachments:**

- Resolution
- Photos
- Supporting Document

**RESOLUTION NO. 2018 – \_\_\_\_**

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

WHEREAS, the City of Bloomington is committed to improving community identity and appearance by celebrating the unique nature and character of the City's individual neighborhoods, enhancing tourism-based economic development, and marketing and promoting the unique brand and image of Downtown Bloomington; and

WHEREAS, Route 66 tourism and downtown signage are important aspects of achieving the aforementioned goals; and

WHEREAS, the Bloomington-Normal Area Convention & Visitors Bureau is purchasing and providing a Route 66 Experience Hub, which will be installed by the City of Bloomington at the northeast corner of Jefferson Street and Main Street; and

WHEREAS, Chapter 3, Section 6.4 of the Bloomington City Code provides that no sign shall be placed on public property or over or across any street or public thoroughfare except as may otherwise expressly be authorized by the City Code or by written agreement approved by the City Council, after determining that said sign is consistent with the intent of the Sign Code;

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

**SECTION 1.** That the Route 66 Experience Hub is consistent with the intent of Chapter 3 of the Bloomington City Code in that it promotes the recreational value of public travel; it is designed, constructed, installed and maintained in such a manner that it does not endanger public safety or traffic safety; that it is legible, readable and visible in the circumstances in which they are used; and that it is not violative of the reasonable rights of other advertisers whose messages are displayed.

**SECTION 2.** That the installation of a Route 66 Experience Hub by the City of Bloomington at the northeast corner of Jefferson Street and Main Street is hereby approved by the Bloomington City Council.

PASSED this 13th day of August 2018.

APPROVED this \_\_\_\_day of August 2018.

**CITY OF BLOOMINGTON**

**ATTEST:**

---

Tari Renner, Mayor

---

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



ILLINOIS  
66 nut st

SCOUTS 66 ATTRACTIONS IN THE  
*Normal-Duvernigton Region*

Starting the Route 66 Traveler  
*Route 66 in Normal-Duvernigton*

NORMAL, ILLINOIS

401





### Materials/Tools Required

#### Installing hub to concrete pad:

- (6) Stud Anchor/Wedge Anchor Concrete Bolts  
Recommended: McMaster-Carr #97799A306:  
Type 316 Stainless Steel, 1/2"-diameter, 4.5" length, Thread: 1/2"-13, 2.75" thread length.
- (12) Stainless Steel Hex Nuts  
Recommended: McMaster-Carr #94804A340:  
1/2"-13 Thread Size, 3/4" width, 7/16" height
- (12) Stainless Steel Washers:  
Recommended: McMaster-Carr #90107A033:  
1/2" Screw Size, 1-1/4" OD, .05"-.08" thick
- 3/4" Wrench
- Hammer drill and 0.5" concrete drill bit

#### Installing electricity:

- Electric line installation materials (varies by site)
- PVC conduit (installed through concrete pad and at least 3" above pad surface)
- Single gang outlet box (attached to top of conduit)
- GFCI (ground fault circuit interrupter) receptacle (inside box)
- Plug-in timer (optional)

#### General tools and materials:

- 2x4 boards (for resting hub base on)
- Phillips screwdriver bit and drill
- Windex and cloth/paper towels
- Gloves

### General Specifications and Recommendations

- The Experience Hub palette weighs 430 pounds total. The hub structure itself is 9 feet tall, 4 feet wide, and weighs 303 pounds. Use extreme caution when lifting, moving, and handling the Experience Hub.
- Wear gloves to minimize smudges on the electropolished stainless steel surface.
- Carefully unwrap all hub pieces and use cutting devices cautiously to avoid scratching surfaces.

**1. Experience Hub Structure**  
(do not remove from palette yet)



**Additional Parts Package**  
(remove from palette and check for all parts)

### Unpack Parts Package and Check for Parts

Each Experience Hub palette will have several parts necessary for installation. Unpack the Additional Parts Package (see image), but leave the Hub Structure attached to the pallet (for easier unloading):

1. **Experience Hub Structure:** All components (signs, frames, LED lights, audio unit, metal tactile) have already been installed.
2. **Wood Hole Template** (matches base of hub for proper placement of conduit and anchor bolts)
3. **Yellow bag of hardware** (9 bolts and 1 driver)
4. **Deluxe surface mount covers** (installed to bottom of hub to hide mount plate and bolts)

**2. Wood hole template**



**3. Yellow bag of hardware**



**4. Deluxe surface mount covers**

## Installation Instructions

### **Step 1: Determine the orientation of the Experience Hub**

- Each Experience Hub has a “front” side (with one large state map) and a “back” side (with the two smaller signs). If possible, we recommend orienting the hub so that visitors see the “front” side first. The large map is a dramatic focal point for travelers and introduces the larger story of Route 66.



**Front Side: Facing visitor traffic**



**Back Side**

### **Step 2: Prepare the Experience Hub site by pouring concrete and running electric lines** *(see the diagram on the next page for an ideal site layout)*

#### Where the Experience Hub will be installed:

- Needs at least a 2 foot by 3 foot concrete pad, 8 inches thick. This provides stability for the hub in high winds. Be sure this is oriented correctly for the hub’s front and back side (see diagram).

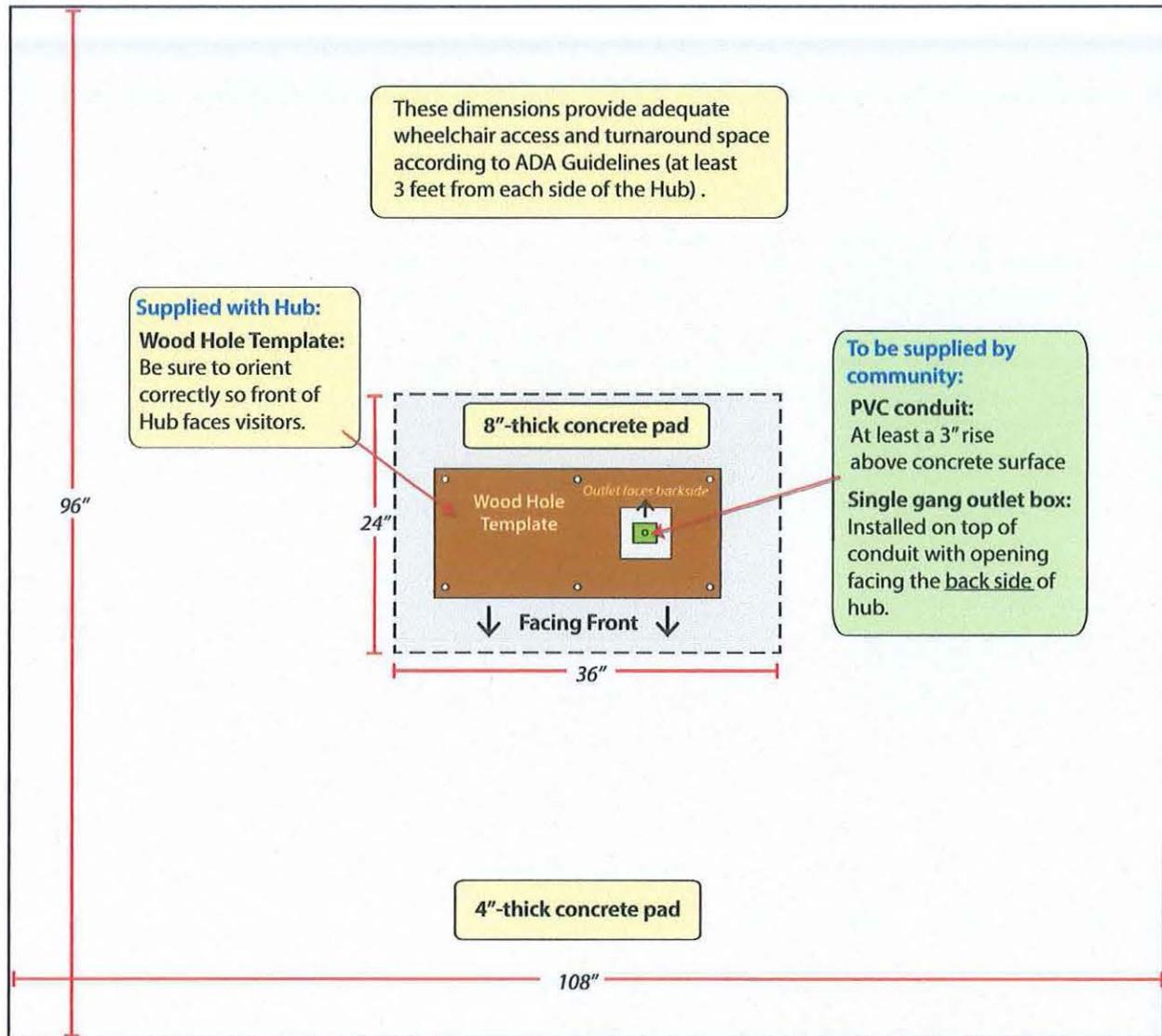
#### Electrical service for the Experience Hub:

- Electricity is required to power the LED lights and audio unit.
- Center the included Wood Hole Template in the middle of where the Hub will be installed. Orient it as shown in the diagram so that the front faces visitor traffic.
- The 4.75"x4.75" hole on one side of the template shows where PVC conduit should be installed through the concrete for electrical wiring. The opening in the bottom of the hub matches this hole, and needs to fit over a single gang box installed on top of the conduit.
- The PVC conduit should be at least 3 inches above the concrete to avoid any flooding/moisture issues.
- A standard 120V electric line needs to be run to the hub installation site and up through the PVC conduit. We strongly recommend hiring a certified electrician who knows specific municipality codes.

#### Around the Experience Hub:

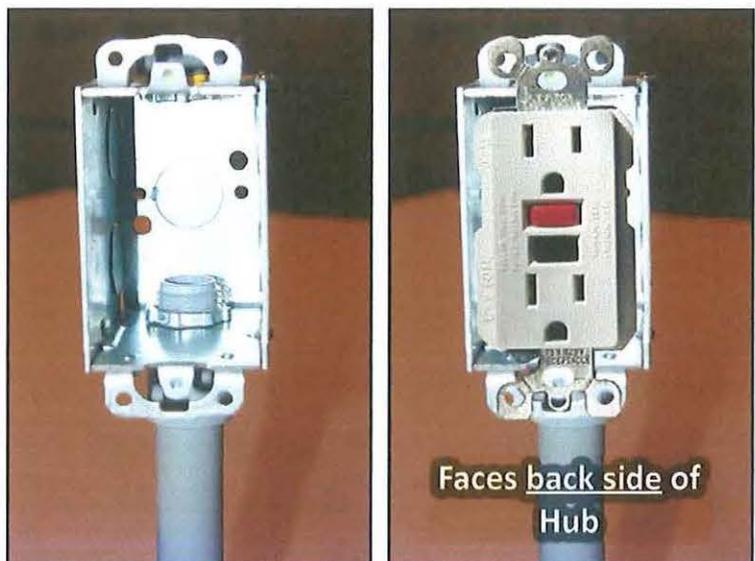
- Per ADA requirements, a hard surface of at least 36 inches of width all the way around the kiosk is needed for wheelchairs.
- Ideally, this would be at least an 8 foot by 9 foot concrete pad, 4 inches thick (see diagram).

## Route 66 Experience Hub: Ideal Site Layout



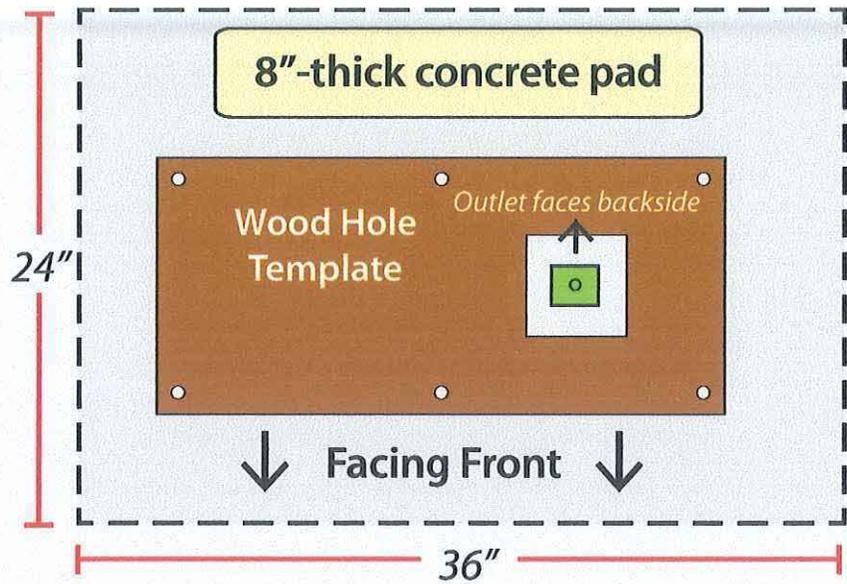
### Step 3: Finish installation of electric system

- After the concrete sets, a single gang outlet box should be installed on the top of the conduit. The opening on the bottom of the hub (which matches the template) needs to fit over this box.
- The opening of the box needs to face the back side of the hub, as this is where the access door is located.
- Install a GFCI (ground fault circuit interrupter) receptacle in the gang box.



#### Step 4: Install Stud Anchor Bolts into concrete

- Center the wood hole template (included) on the 8"-thick concrete pad where the Experience Hub will be installed. Again verify the orientation so that the front side of the kiosk will face visitor traffic (see diagram right). Also be sure that the conduit and gang box are in the center of the 4.75"x4.75" hole on one side of the template.
- The six 5/8"-diameter holes around the outside of the template represent where stud anchor bolts need to be installed in the concrete. Mark the locations of these holes on the concrete.



- Using a hammer drill with a 0.5"-diameter drill bit, drill at least 2.25" down into the concrete. Blow the holes clean.
- It is recommended that you use six Stud Anchor/Wedge Anchor Concrete Bolts (McMaster-Carr Part #97799A306): Type 316 Stainless Steel, 1/2"-diameter, 4.5" length, Thread: 1/2"-13, 2.75" thread length. *See product instructions for proper installation; a video showing typical installation is located at: <http://www.confast.com/products/technical-info/thunderstud-anchor.aspx>.*
- Pound the non-threaded side of the Stud Anchors into the clean drilled holes, using a nut to protect the threads on top (*see product instructions*).
- Thread a stainless steel nut onto each of the six stud anchor bolts so it just touches the concrete. This will lift the hub slightly off of the ground and provide the ability to level the structure.
- Put a washer on top of each of the six leveling nuts.

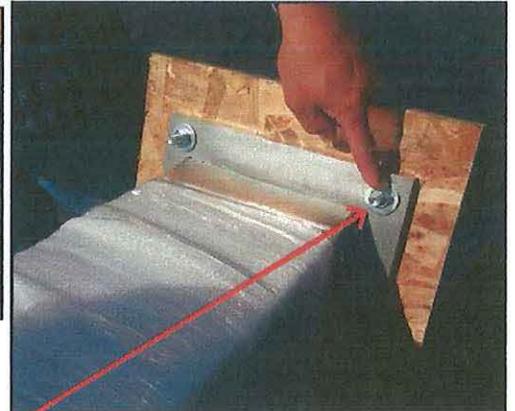


**Step 5: Unload the Experience Hub structure and move into position**

- The easiest way to unload the Experience Hub is to leave it attached to the pallet and back up a truck to the installation site.
- In the truck, have the hub loaded with the Route 66 logo toward the cab, and the bottom of the hub at the tailgate. Back up close to the installation site. When unloaded, the vertical hub structure should be oriented so that the front (with the large map) lines up with the original template.
- Before unloading, put some 2x4 boards on the ground behind the truck that the structure can rest on. This will make it easier to lift over the conduit/gang box and anchor bolts.



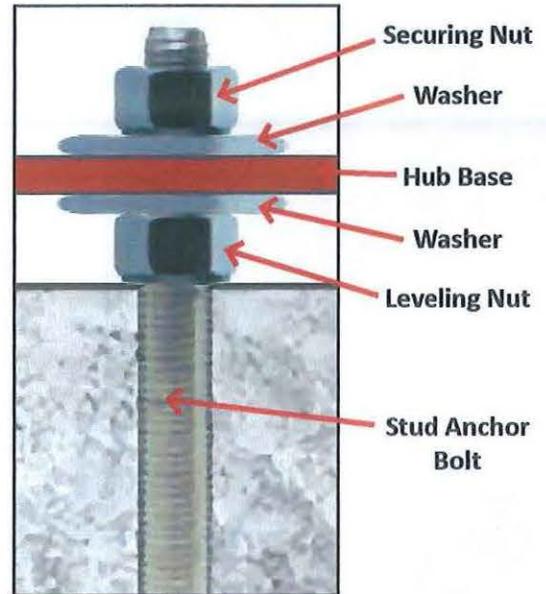
- Carefully pull the hub pallet out of the truck bed and set the bottom down onto the 2x4 boards on the ground. Tip the hub up from the truck bed into its vertical position on the 2x4 boards.



- Remove the boards holding the Experience Hub to the pallet by unscrewing them.
- Remove the nuts and washers on the bolts holding the metal hub base plate to the pallet's wood base.
- Carefully lift the hub structure off of the pallet's wood base and over the conduit/gang box installed in the concrete, being sure to line up the six 5/8"-diameter holes in the metal base plate with the six Stud Anchor bolts in the concrete.

**Step 6:** Level and secure the Experience Hub structure on the concrete

- Using a wrench, adjust the lower stainless steel nuts (attached to the Stud Anchor bolts in Step 4) to level the Experience Hub structure over the concrete.
- Once level, put another washer over each bolt, and secure it in place with another stainless steel nut. For extra security, you may consider double nutting the top of the bolt.



**Step 7:** Attach the Deluxe Surface Mount Covers



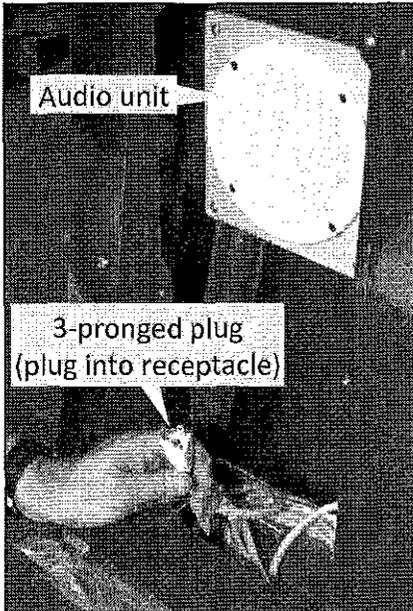
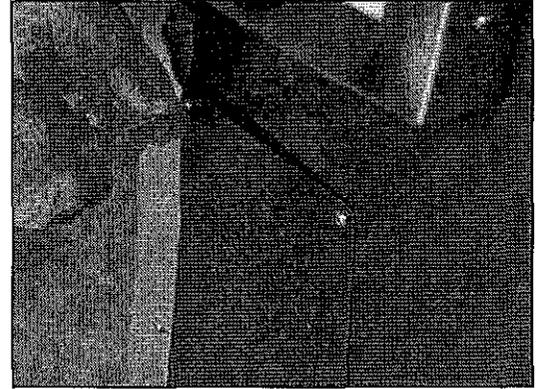
The electropolished stainless steel Surface Mount Cover wraps around the bottom of the experience hub to hide the surface mount plate and bolts. The two halves are interchangeable... there is no front or back.



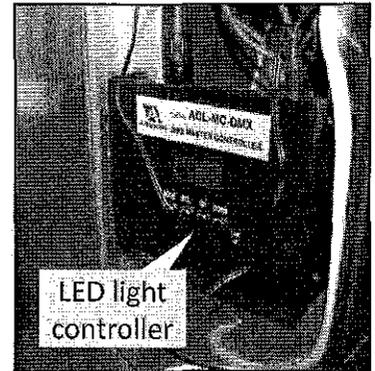
- Position the two halves of the mount cover around the base so that the surface mount plate and bolts are hidden.
- Secure the two halves together with two of the included bolts. A special driver is included in the hardware bag for attachment.

## Step 8: Plug in the Experience Hub

- On the back side of the Experience Hub, you will see a small access panel secured by two bolts.
- Unscrew the bolts and remove the access panel door.

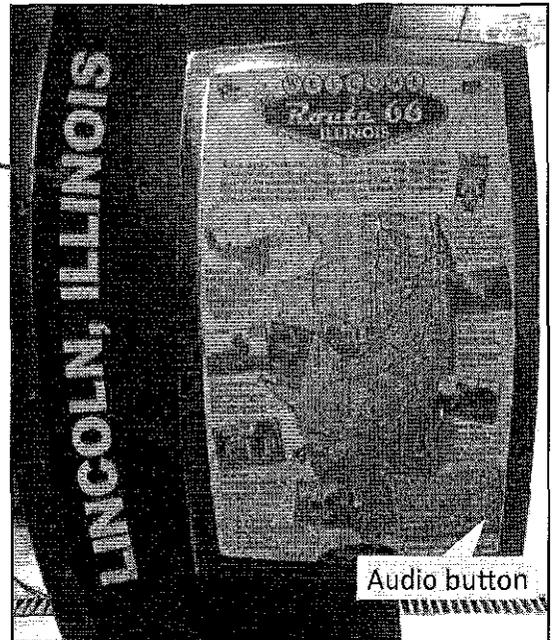


- Inside, you will find a 3-pronged plug with a gray cord. This powers both the LED lights and the audio unit. Plug this into the GFCI receptacle you installed. Hang any excess cord above the ground.
- This space also provides access to the audio unit (gray box with speaker) and the LED light controller (black box with screen labeled DMX Master Controller) for future maintenance.



## Step 9: Test the Experience Hub features

- If not already done, turn on power to the hub at its source.
- The LED lights behind the community name should automatically turn on when plugged in, and then slowly transition from one color to another.
- Press the audio button in the lower right-hand corner of the large map on the front of the kiosk. (NOTE: the button does require slight pressure to operate, even though it doesn't physically "push" in). The audio unit should play the "Get Your Kicks on Route 66" song by Bobby Troup one time, and then stop.
- As currently set up, the LED lights will be on 24 hours per day. If you prefer that the lights and audio unit only be powered for a portion of each day, consider purchasing a **plug-in timer**, and install it between the receptacle and gray plug.



## Step 10: Changing the LED light pattern and audio unit volume (NOT TYPICALLY NEEDED)

The LED light pattern and the audio unit volume have already been factory set to accommodate the majority of community sites. Unless you have specific needs, SKIP THIS STEP and continue with Step 11.

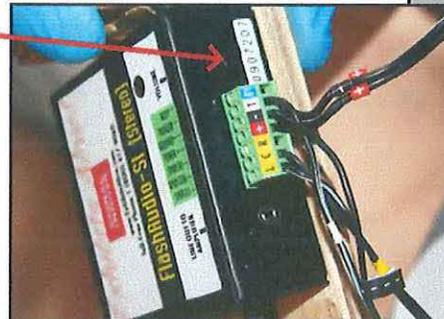
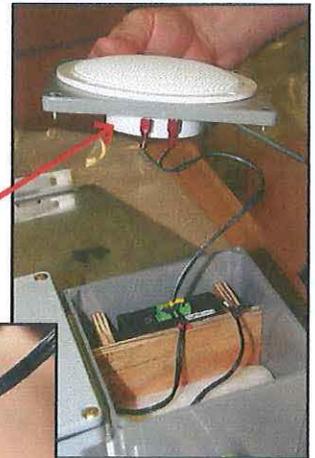
### To change the LED light pattern:

- The default light pattern slowly transitions from one color to another; this attracts the attention of Route 66 travelers without being overly distracting. On the DMX Master Controller, the screen should say "Chase: 20". The default light pattern is programmed as #20 on the device.
- Several other light patterns are also pre-programmed on the controller. To see these light patterns, click the "Up" or "Down" buttons. The chase number will change, and the lights will respond to the newly chosen program.
- The unit can also be manually programmed with a computer to create custom light patterns. For more information about programming, contact Allanson LED Lighting ([www.allansonled.com](http://www.allansonled.com)).



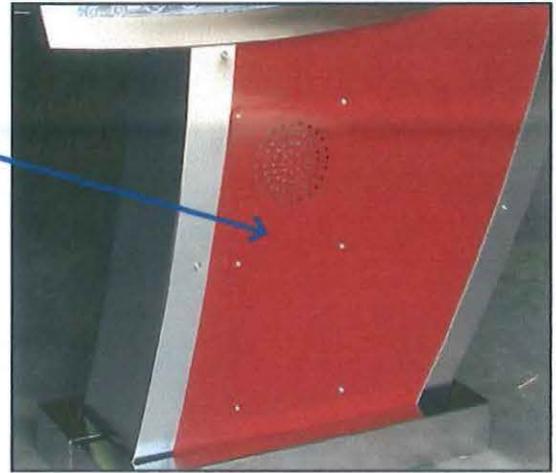
### To change the audio unit volume:

- The volume on the audio unit was already set to its maximum in the factory so visitors can hear it from both sides of the Experience Hub. It cannot be turned any louder.
- To make the audio quieter, remove the screws on the front of the gray plastic box. Carefully remove the front cover, but hold onto it as wires are connected between the speaker and the controller box inside.
- On the FlashAudio-SI controller box, find the small black knob on the front. This is the volume. Turn it to an acceptable level.
- Reinstall the front cover on the audio unit.



### Step 11: Reinstall the access door and clean the Hub

- Using the additional four bolts from the hardware bag, reinstall the access door by screwing in all six bolts.
- Use Windex (or a similar glass cleaner) and a cloth to remove any finger prints and smudges from the electropolished stainless steel surfaces.



**You've successfully installed your Experience Hub!** Be sure to read the "Cleaning and Maintenance" section for important tips to keep the hub looking like new.



# Illinois Route 66 Experience Hubs

## Cleaning and Maintenance



### Maps and Interpretive Signage

The map and interpretive panels are fabricated with a material called high pressure laminate (HPL), a vandal- and weather-resistant plastic created the same way as a laminate kitchen counter top. The following guidelines are provided by iZone<sup>®</sup>, the company that fabricated the panels.

#### Cleaning

- Mild soap (like dish washing liquid) and water is always best for general cleaning. Rinse with clean water after washing. **DO NOT** use abrasive cleaners, acids, or acetone. They will damage the surface of the panel.
- Graffiti (paint, crayon, felt tip markers, etc) can be removed using organic solvents, such as Simple Green<sup>®</sup>, Goof-Off<sup>®</sup>, or similar non-abrasive, citrus-based cleaners.
- Very stubborn graffiti may require stronger solvents, such as mineral spirits. **DO NOT** use lacquer thinner or acetone, as they will damage the surface of the panel. Always rinse with clean water after cleaning.
- Minor blemishes, nicks, abrasions, burns, or light scratches can be concealed using a polymer-based boat or car wax.

#### Maintenance

- Occasionally wiping a cleaned graphic face with a polymer-based boat or car wax will assist in removal of graffiti and dirt.
- 

### Experience Hub Structure and Frames

The Experience Hub's edges, frames, and surface mount cover are constructed with 10-gauge electropolished stainless steel. This gives the exhibit a "chrome" look, while providing excellent resistance to vandals and the elements. Electropolished stainless steel is very resistant to corrosion and rust; it is the same material used on milk and chemical truck haulers.

#### Cleaning

- Mild soap (like dish washing liquid) and water, the same used for cleaning interpretive panels, is also appropriate for general cleaning of the hub structure. Rinse with clean water after washing. **DO NOT** use abrasive items on stainless steel, such as steel wool, chlorine bleach, and scouring powders; they can scratch the surface.
- A streak-free glass cleaner (such as Windex<sup>®</sup>) with a soft cloth will remove fingerprints and smudges from the stainless steel to bring back the mirrored finish.
- For more stubborn dirt spots, use vinegar and buff the spots with a microfiber cloth. Or try a commercial stainless steel cleaner (like Bar Keeper's Friend<sup>®</sup>). Follow manufacturer's instructions.

#### Maintenance

- Although stainless steel is resistant to salt and dirt, over time these can corrode through the protective surface and cause rusting. If the Experience Hub is in an area exposed to excessive dirt and salt, it should be rinsed off as frequently as possible to increase the life of the structure.



## CONSENT AGENDA ITEM NO. 7H

FOR COUNCIL: August 13, 2018

**SPONSORING DEPARTMENT:** Fire Department and Parks, Recreation and Cultural Arts

**SUBJECT:** Consideration of (1) a Resolution Waiving the Formal Bid Process to approve Masonry Work for the Fire Service Memorial, (2) an Ordinance Amending the Fiscal Year 2019 Budget in the amount of \$59,100, and (3) a Contract with Keystone Construction Enterprises, Inc. for Masonry Work in the amount of \$33,264, as requested by the Fire and Parks, Recreation, and Cultural Arts Departments.

**RECOMMENDATION/MOTION:** (1) A Resolution Waiving the Formal Bid Process to approve Masonry Work for the Fire Service Memorial, (2) an Ordinance Amending the Fiscal Year 2019 Budget in the amount of \$59,100, (3) a Contract with Keystone Construction Enterprises, Inc. for Masonry Work in the amount of \$33,264 be approved, the Mayor and City Clerk be authorized to execute the Resolution and Ordinance and the City Manager and City Clerk be authorized to execute the Contract.

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

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

**BACKGROUND:** The Fire Department 150th Committee has been fund raising to build a Fire Service Memorial in Miller Park. Bloomington Parks and Recreation staff will be doing most of the site preparation and construction work. A professional masonry contractor is needed to build all of the vertical formations. This work is detailed in the estimates and shown in the blue prints to include the three vertical columns on each of the two wings, the three pedestal bases one for each statue and one to support the historical bell, as well as the radius sitting wall around the bell. This work needs to be completed by September 30th, 2018 prior to the dedication ceremony on October 13th during Fire Prevention Week. Due to the tight deadline and the limited number of masonry specialist available, it was necessary to obtain estimates from companies in the area to begin the work as soon as possible to meet the September 30, 2018 deadline. Keystone Construction Enterprises, Inc. provided the lowest, responsible estimate and ability to meet the deadline. The Fire Department is asking Council to waive the formal bidding process so the work will be completed in time for the dedication ceremony.

The project is being completed as a cooperative effort between the Fire Department and the Parks, Recreation and Cultural Arts Department. The funding for this project has been provided through donations. Fund raising has secured \$101,600, with the Foreign Fire Insurance Board committing to fund the additional amount needed to reach the now estimated \$160,000 cost of the project by calendar year 2022. The donations are in the Park Dedication fund for the Miller

Park area and PRCA Director Tetzloff has agreed to allow the use of fund balance that is available in that fund to continue with the project. The budget amendment will allow for sufficient funds needed to complete the project to meet the dedication ceremony. Any use of the Park Dedication fund balance will be reimbursed by the future donations from the Foreign Fire Insurance Board within the next three (3) fiscal years. Staff will bring back any additional items, if needed, to award the work at a future date.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Bloomington Firefighter Local 49, Bloomington Normal Firefighter Retirees Association, citizens through social media.

**FINANCIAL IMPACT:** If approved, a Budget Amendment for \$59,100 will be executed for the Park Dedication-Other Capital Outlay account (24104100-72190) and \$33,264.00 will be paid for masonry work from that account. The Park Dedication fund will be reimbursed by the Foreign Fire Insurance Board in whole over the course of the next 3 fiscal years for any fund balance that has to be used to complete the project. Park Dedication funds are payments received from developers to provide park facilities when a subdivision is developed. Please see Budget Amendment Exhibit 1 for specific account details.

**COMMUNITY DEVELOPMENT IMPACT:** N/A

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

Respectfully submitted for Council consideration.

Prepared By: Brian Mohr, Fire Chief

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

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason  
City Manager

**Attachments:**

- Resolution
- Ordinance
- Contract With Keystone Construction
- Keystone Construction Quote

- Garneau Construction Quote
- Catalyst Construction, Inc. No Quote
- Aerial Blue Print
- Side View Blue Print
- Budget Amendment Exhibit

**RESOLUTION NO. 2018 – \_\_\_\_\_**

**A RESOLUTION AUTHORIZING WAIVING THE TECHNICAL BIDDING REQUIREMENTS AND APPROVING THE MASONRY SERVICES BY KEYSTONE COSTRUCTION ENTERPRISES FOR THE FIRE SERVICE MEMORIAL**

WHEREAS, the Fire Department 150<sup>th</sup> Committee has been fund raising to build a Fire Service Memorial in Miller Park; and

WHEREAS, Keystone Construction Enterprises, Inc. has provided an estimate to complete the specialized masonry work at Miller Park and can meet the short deadline to have the work completed by September 30, 2018 ; and

WHEREAS, staff recommends waiving the formal bidding process and entering into an agreement with Keystone Construction Enterprises for the Fire Service Memorial masonry work.

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

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

PASSED this 13<sup>th</sup> day of August 2018.

APPROVED this \_\_\_\_ day of August 2018.

**CITY OF BLOOMINGTON**

**ATTEST:**

---

Tari Renner, Mayor

---

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

**ORDINANCE NO. 2018 – \_\_\_\_**

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

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

WHEREAS, a Budget Amendment is needed as detailed below;

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

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

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

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

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

PASSED this 13<sup>h</sup> day of August 2018.

APPROVED this \_\_\_\_ day of August 2018.

**CITY OF BLOOMINGTON:**

**ATTEST:**

---

Tari Renner, Mayor

---

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

CITY OF BLOOMINGTON  
CONTRACT WITH

FOR

**THIS AGREEMENT**, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018, is between the City of Bloomington (hereinafter "CITY") and (hereinafter "CONTRACTOR").

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

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

**Section 2. 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: a lump sum amount of \$\_\_\_\_\_; or the amount(s) set forth in Exhibit B. Invoices shall be due and payable within 45 days of submission.

**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. Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY, its officers, officials, agents and employees from claims, demands, causes of action and liabilities of every kind and nature whatsoever arising out of or in connection with CONTRACTOR's operations performed under this Contract, except for loss, damage or expense arising from the sole gross negligence or willful misconduct of the CITY or the CITY's agents, servants or independent contractors who are directly responsible to CITY. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY's officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Contract.

**Section 6. General Liability Insurance.** CONTRACTOR shall maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits shall be 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. Umbrella liability coverage must also be provided in the amount of \$4,000,000 for each occurrence, \$4,000,000 in aggregate.

**Section 7. Representations of Vendor.** CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

**Section 8. Assignment.** Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

**Section 9. Compliance with Laws.** CONTRACTOR and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

**Section 10. Prevailing Wage.** The following shall apply to this contract:

This contract is not for a "public work" and therefore Prevailing Wage does not apply. *Initial:* \_\_\_\_\_ (City) \_\_\_\_\_ (CONTRACTOR)

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

*Initial:* \_\_\_\_\_ (City) \_\_\_\_\_ (CONTRACTOR)

**Section 11. 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 agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from CONTRACTOR actual or alleged violation of the FOIA, or CONTRACTOR failure to furnish all documentation related to a request within five (5) days after CITY issues notice of a request. Furthermore, should CONTRACTOR request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, CONTRACTOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. CONTRACTOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by CONTRACTOR request to utilize a lawful exemption to CITY.

**Section 12. Governing Law.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

**Section 13. Joint Drafting.** The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

**Section 14. Attorney Fees.** In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

**Section 15. 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 16. Term.** The term of this Contract shall be:

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

~~8~~    ~~ane~~ / ~~#~~    year from the date of execution.

~~8~~    ~~fwo~~ / ~~S~~    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 5 and 11 shall survive termination.

**Section 17. 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 \_\_\_\_\_

# Keystone Construction Enterprises, Inc.

**Adrian Rabe**  
**Specializing in Masonry**

**PO Box 327**  
**Towanda, IL 61776**  
**(309) 826-4168**



07/27/18

Estimate for:  
Service Memorial at Miller Park  
Bloomington IL Fire Department

### Labor and Material

Install 4 — 1.5ft tall stone seating wall sections as specified with limestone caps.	\$12,305.50
Install 6x6ft bell tower as specified with 2 limestone caps	\$5,332.50
1. Install 1 statue base and 3 wing walls as specified with 2 limestone caps on each.	\$7,313.00
2. Install 1 statue base and 3 wing walls as specified with 2 limestone caps on each .	\$7,313.00

Block work figured in 3 structures to support top caps.

Includes all labor and material EXCEPT for the veneer stone and the limestone cap for the radios wall and top of bell tower.

**Total with delivery/taxes: \$33,264.00**

This estimate is authorized by Keystone Construction Enterprises, Inc. and will be completed upon signed approval.

\_\_\_\_\_  
Adrian Rabe, Owner

\_\_\_\_\_  
Date

This estimate is approved and Keystone Construction Enterprises, Inc. is authorized to complete the project as specified.

\_\_\_\_\_  
Contractor/Homeowner

\_\_\_\_\_  
Date

*Please note: Any modifications made to project plans may add or subtract cost to this estimate and must be agreed upon by all parties involved. All excess material left after completion of the project shall remain the property of and be removed by Keystone Construction Enterprises, Inc. Payment is to be made in full upon completion of project and receiving of invoice. Any unpaid balance not paid within thirty (30) days after receipt of invoice will be subject to a late fee of 8% interest. Should Keystone Construction Enterprises, Inc. be required to take legal action to enforce the terms of this contract, the contractor, homeowner, and/or person who authorized this bid allowing Keystone Construction Enterprises, Inc. to complete the work agrees to pay any costs incurred by Keystone Construction Enterprises, Inc., including, but not limited to, reasonable attorneys fees and court costs. All work is covered under a ONE (1) YEAR warranty for any defects in workmanship. **This bid is void after sixty (60) days.***

## Garneau Construction Proposal

Bloomington Fire Department

6/22/18

The following proposal outlines the brickwork to be performed at Miller Park.

### Bricklaying

Every installation should adhere to certain basic standards in appearance. The units should be straight, level, and plumb. We take great care and pride that our work exceeds our customers' expectations.

### Scope

Columns and base for statue both wings; 6 columns.

**Prevailing Wage Labor and Material: \$12,350**

Limestone cap provided by others

Install 2 stone and brick bases for statues

**Prevailing Wage Labor and Material: \$3650**

Limestone cap provided by others

Install brick and stone base for bell per plan.

**Prevailing Wage Labor and Material: \$8,700**

Limestone provided by others

Install stone sitting areas per plan.

**Prevailing Wage Labor and Material: \$22,000**

Limestone cap provided by others

Fond du lac stone provided by others

### Items Not Included

We request the customer supply water for mixing and electricity.

We request a material location in close proximity to the project.

The material costs listed allow for \$.60 per brick and \$750 per sf of stone.

Materials exceeding these costs will change the material price. The labor cost is a bid amount.

After three months, if Garneau Construction has not contracted work on this project, the material costs are subject to review and revision due to increases or decreases in the price of materials.

**Garneau Construction Proposal**

Bloomington Fire Department

**Cold Weather**

In the occurrence of cold weather the labor amount will increase to cover the cost of tarping in scaffolding. The customer will be billed for the kerosene and propane needed to heat the work. Work cannot be performed if the temperature drops below 25 degrees. Calcium Chloride will be added to the mortar in measured quantities to accelerate the set time.

Brick cleaning may have to wait for warmer weather. Even if the masonry is tarped, washing the brick puts too much moisture into the unit. This water could freeze.

The project has been priced at our standard wage. Prevailing wage requirements will change the labor amount.

Garneau Construction is fully covered by worker’s compensation and liability insurance. Proof of insurance and a reference list will be supplied upon request. A portfolio of our work is also available on our website.

[www.garneauconstruction.com](http://www.garneauconstruction.com).

Thank you for the opportunity to serve your masonry construction needs. I look forward to working with you on this exciting project. Please feel free to contact me with any questions.

Sincerely

E.J. Garneau

Garneau Construction

Mobile: 309-275-8720

Office: 309-664-5684

Fax: 309-661-0370

PO Box 877

Normal, IL 61761

**Acceptance/Contract**

All payments are due when invoiced. Garneau Construction began working on site on \_\_\_\_\_

\_\_\_\_\_  
Customer date

\_\_\_\_\_  
Garneau Construction date



210 S. East St.  
Bloomington, Illinois 61701

(p) 309.808.2691  
(f) 309.808.2699

June 26<sup>th</sup>, 2018

Mr. Frank Friend  
Bloomington Fire Department

Re: Bloomington Service Memorial

Dear Mr. Friend,

We appreciate the opportunity to deliver construction services on behalf of the City of Bloomington Fire Department. We would be honored to steward the above-mentioned project & consider ourselves privileged to be invited to such a creative & influential project. Unfortunately, we will not be able to meet the current bid/construction schedule with our current work load but will make recommendations of Masonry Contractors who may be able to help with the proposed scope of work.

Please contact me with any questions or comments. We appreciate the opportunity to be of service.

Sincerely,

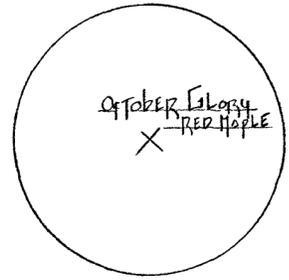
A handwritten signature in dark ink, appearing to read 'Britt Steffen', with a stylized flourish at the end.

Britt Steffen  
Catalyst Construction, Inc.



← Hoop ST →

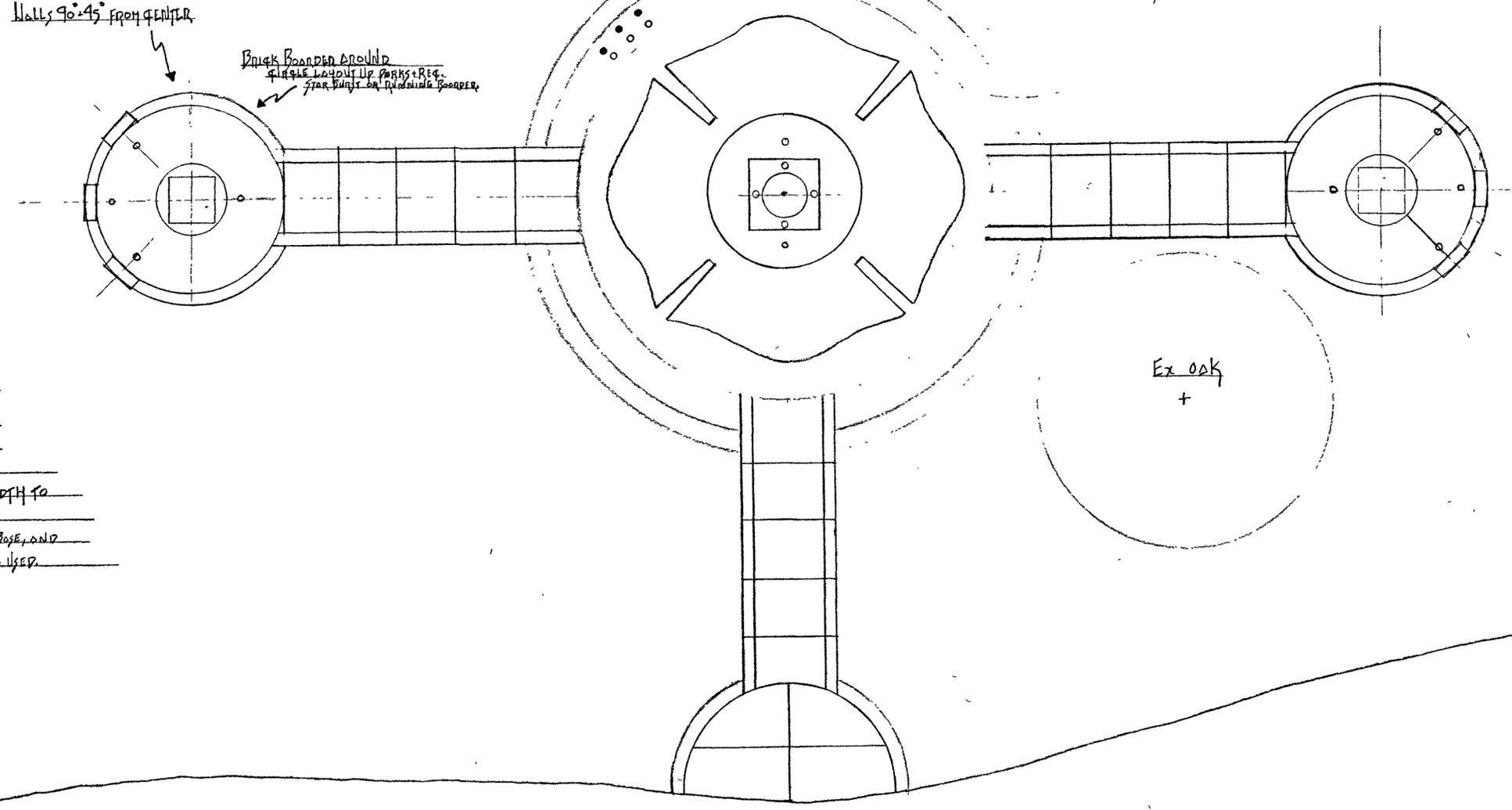
pillars - wall



Ex oak +

Walls 90°/45° from center

BRICK BOARDED AROUND  
SINGLE LAYOUT OF PARKS + REEF  
FOR VISIT OR REVERSIBLE BOARDER



Ex oak +

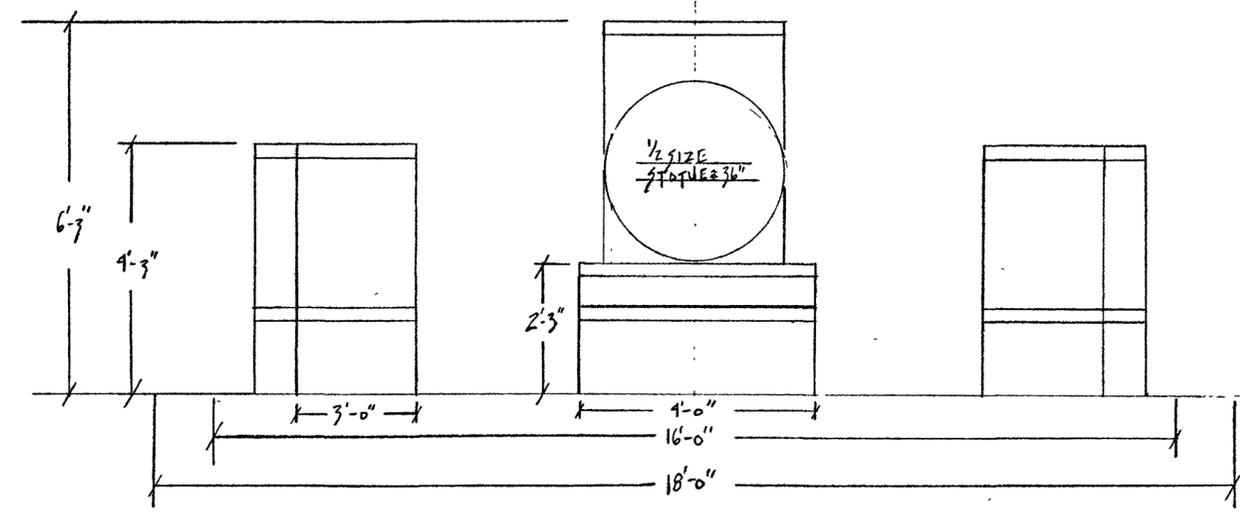
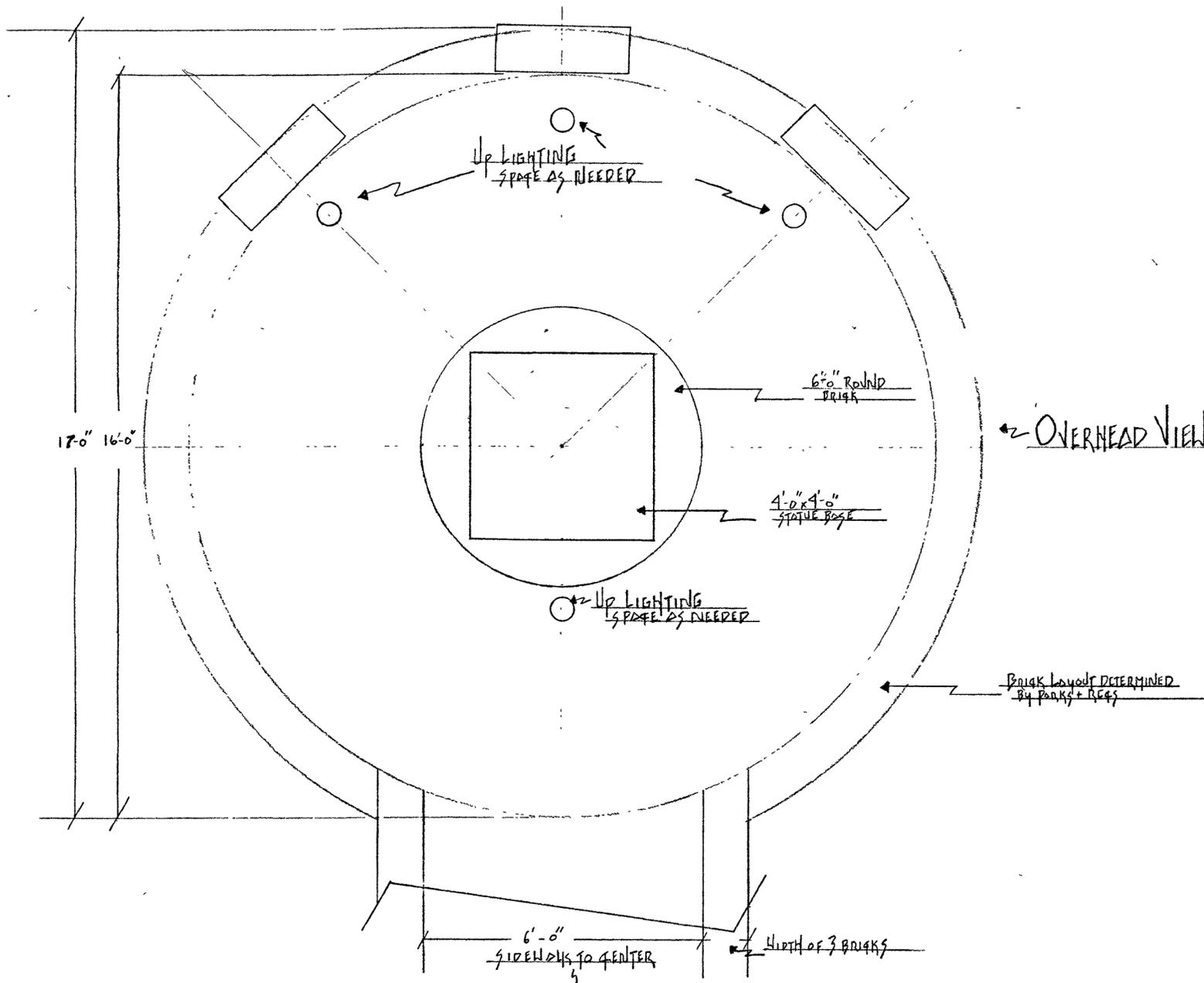
### NOTES

- = FLAGPOLE
- = LIGHT
- ALL SIDEWALKS 6' WIDE
- CONCRETE, ADD 3" BRICK WIDTH TO EACH SIDE OF SIDEWALK
- DIMENSIONS OF BELL HOSE, STAPLE HOSE, AND UNDER WALLS SUBJECT TO MATERIALS USED.

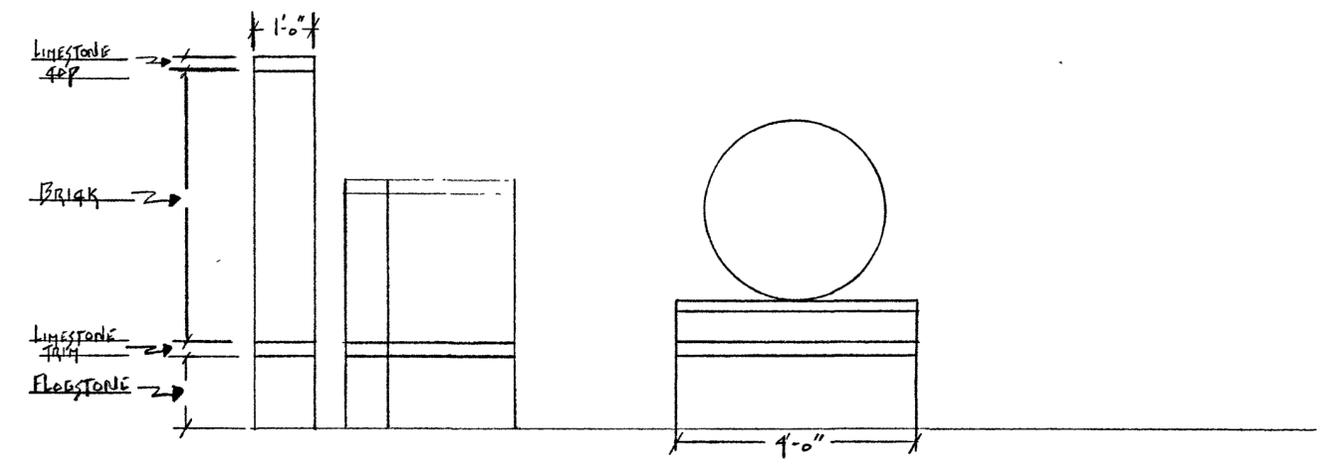
MILNER PARK	
FIREFIGHTER MEMORIAL	
CONCEPT	
THANK YOU TO CHRIS + JON	
AERIAL VIEW	PLATE
PARKS + REEF	1 of 3
DES: BFD - R. BATHA	
SCALE: 1/8" = 1'-0"	DATE: 12/31/16

# NOTES

Walls of 90°+90° from STATUE CENTER.  
 Walls 3'-0" WIDE, 1'-0" DEEP. 6'-3" CENTER WALL, 4'-3" SIDE WALLS.  
 Dimensions of BELL BASE, STATUE BASE, AND WIDE WALLS SUBJECT TO MATERIALS USED



FRONT VIEW ↗



SIDE VIEW ↗

MILLER PARK	
FIREFIGHTER MEMORIAL	
CONCEPT	
THANK YOU TO ANDY + JON	
WINE VIEWS	PLATE 3 of 3
PORKS + REES	
DES - BFD - R. BOHNS	
SCALE: 1" = 2'-0" DATE - 1/14/17	

**FY 2018 Budget Amendment-Exhibit 1**

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



## CONSENT AGENDA ITEM NO. 7I

FOR COUNCIL: August 13, 2018

**SPONSORING DEPARTMENT:** Water Department

**SUBJECT:** Consideration of a Petition for the Lake Bloomington Lease Transfer of Lot 15 in Block 3 in Camp Kickapoo from Jeff and Tracy Barth to Matt and Lucy Wisdom, as requested by the Water Department.

**RECOMMENDATION/MOTION:** The Lake Lease Transfer be approved, subject to the following contingencies: (1) the new leaseholders apply for permits for existing non-leased marginal land and reservoir improvements that are determined compliant with the City rules and regulations within six months of transfer; (2) the new leaseholders apply for an electrical permit for electrical installations on the non-leased marginal land; (3) any and all lease and refuse fees due to the City are paid in full; (4) the City is provided with documentation of the sale of the house located on the property; and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

**BACKGROUND:** The sewage disposal system letter from the McLean County Health Department was completed on July 18, 2018. This letter provides regulation requirements for surface discharging septic installations.

In addition, the evaluation report, dated July 17, 2018, from Rob Williamson indicated the following septic system conditions:

1. That the water softener discharges to the floor drain which discharges to the septic system. This may remain as is until the septic system is repaired or replaced.
2. The sand filter is a minimum 158 square feet too small. This may remain as is until the septic system is repaired or replaced.
3. The cap on the chlorinator tube was not in good condition. This was replaced by Mr. Rob Williamson.
4. There was no evidence of chlorine in the chlorinator. Mr. Rob Williamson provided chlorine tablets at the time of the evaluation.

The septic system was installed in 1995 and is now approximately twenty-three (23) years old. The McLean County Health Department considers the average life expectancy of a septic system to be 20-25 years. However, this can be affected greatly by usage patterns of the premises (seasonal versus full time occupancy) and system maintenance. Though useful life of a sewage disposal system can extend past the average life span noted by the McLean County Health Department, staff cannot accurately estimate the useful life remaining in the existing system. If the system were to fail, the resident would be responsible for the costs associated with repair of the system and there is a possibility, based on the size of the leased lot, the resident would not have any viable repair/replacement options. Currently, a City owned sanitary sewage collection system does not exist at Lake Bloomington and therefore the City is not in a position to assist the resident in the event of sewage disposal system failure.

Staff has reviewed the lot and found that dock and seawall improvements have been constructed on the City owned reservoir and non-leased marginal land. Staff has performed a search of permits issued for the Lake Bloomington community and found that no permits were issued for Lot 15 in Block 3 in Camp Kickapoo. Further, it should be noted that City Code Chapter 23, Section 53, provides that permits shall not be transferable, and that all benefits which may be derived therefrom shall accrue only to the person to whom the permit is originally issued. Pursuant to Chapter 23, Section 53, staff recommends that the transfer be subject to the new leaseholder applying for permits for existing non-leased marginal land and reservoir improvements that are determined to be compliant with City rules and regulations within six (6) months of transfer. In addition, electricity has been installed on the non-leased marginal land and therefore new leaseholder must apply for an electrical permit and inspection through the Community Development Department within six (6) months of transfer.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** The City will continue to receive an annual rent of \$962.73 for Lot 15 in Block 15 of Camp Kickapoo based on its EAV of \$240,682.00 under the current lease rate of \$0.40 per \$100.00 EAV, as well as receive \$128.28 annually for garbage collection. Lease revenue is posted into the Water Lake Maintenance-Lease Income account (50100140-57590). Stakeholders can locate this in the FY 2019 Budget Book titled "Other Funds and Capital Improvement" on page 131. The PIN is 08-06-353-014.

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

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

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

Respectfully submitted for Council consideration.

Prepared By:

Joseph M. Darter, Property Manager

Reviewed By: Brett Lueschen, Acting Water Director

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

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

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

Recommended by:



Tim Gleason  
City Manager

**Attachments:**

- Current Lease
- Clerk Memo
- Petition
- MCHD Letter
- Proposed Lake Lease Agreement
- Location Map
- Camp Kickapoo Unrecorded Plat Map
- Structures on Marginal Land Map
- Marginal Land/Reservoir Existing Structures Photographs

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the 7<sup>th</sup> day of February, 2012 between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and

JEFFERY & TRACY BARTH

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

WITNESSETH

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

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

Lot 15 in Block 3 in Camp KICKAPOO according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

08-06-353-014

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

3. RENT.

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

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

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

2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ (\$.15) per \$100

21600  
EAV, the rent shall be charged at the rate of 40¢ (\$.40) per \$100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.

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

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

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

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

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

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

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

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

City

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

Lessee Name and Mailing Address

JEFFERY & TRACY BARTH  
25386 ARROWHEAD LANE  
HUDSON, IL 61748

Lessee Billing Address

JEFFERY & TRACY BARTH  
25386 ARROWHEAD LANE  
HUDSON, IL 61748

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

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

-Lessor-

-Lessee-

CITY OF BLOOMINGTON

By:

Stylized Signature  
Its Mayor

Jeff Barth

Attest:

Tracy Barth

Tracy Barth  
City Clerk

## MEMO

TO: Bob Yehl, Water Dept.  
FROM: Ashley Lara, Legislative Assistant  
DATE: July 24, 2018  
SUBJECT: Lake Bloomington Lease Transfer

A Petition and Lake Lease Transfer request has been submitted for Lot 15 Block 3 in Camp Kickapoo from Jeffery and Tracy Barth to the petitioners, Matt and Lucy Wisdom. Attached please find the Lake Lease Transfer documents.

The City will continue to receive an annual rent of \$962.73 for Lot 15 based on its' EAV of \$240,682 under the current lease rate of .40 cent per \$100 EAV, as well as receive \$128.28 annually for garbage collection. Lease revenue is posted into the Water Lake Maintenance Lease Income account (50100140-57590). Stakeholders can locate this in the FY 2018 Budget Book titled "Adopted Other Funds Budget" on page 144. The PIN number is 08-06-353-014.

Please prepare a Council memorandum for the next available council meeting.

If you have any questions or require additional information, please contact the Clerk's Office.

Thank you for your prompt attention to this matter.

cc: Legal Dept.

LAKE BLOOMINGTON LEASE TRANSFER PETITION

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

Lot 15 Block 3 of Camp KICKAPOO

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

From: JESSIE + TRACY BARTH (Sellers Name)

To: Matt + Lucy Wisdom (Buyers Name)

Jessie Barth  
Tracy Barth (Signatures of Seller)

\*\*\*\*\*

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

Now comes \_\_\_\_\_ (Buyer) and respectfully shows that He/She/They became the purchaser of all right, title and interest of \_\_\_\_\_ (Seller) In and to the Lease made on the (Date) \_\_\_\_\_ upon the above property, all located in McLean County, Illinois, together with all the improvements, buildings and appurtenances thereon situated and thereunto belonging, \_\_\_\_\_ and \_\_\_\_\_ that \_\_\_\_\_ the \_\_\_\_\_ said \_\_\_\_\_ (Seller)

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

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

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

Respectfully submitted,

Matt Wisdom  
Lucy N. Wisdom  
(Signature of Buyer(s))

\*\*\*\*\*

WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON LOT 15  
BLOCK 3 CAMP KICKAPOO, OF LAKE BLOOMINGTON.

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
, Mayor



McLean County Health Department  
200 West Front Street, Room 304  
Bloomington, IL 61701

July 18, 2018

Mr. Jeff Barth  
1606 W. Meadow Lark  
Pontiac, IL 61764

Re: Septic Permit #95-9209  
Parcel #08-06-353-014  
Lot 157, Lake Bloomington – Kickapoo Subdivision

Dear Mr. Barth:

On July 17, 2018, this department received a septic system evaluation report from Mr. Rob Williamson, a McLean County licensed private sewage system installer, regarding the above-referenced property. The septic system evaluation was performed on July 16, 2018 and the following deficiencies were noted:

- The water softener discharges to the floor drain which discharges to the septic system. This may remain as is until the septic system is repaired or replaced.
- The sand filter is a minimum of 158 square feet too small. This may remain as is until the septic system is repaired or replaced.
- The cap on the chlorinator tube was not in good condition. This was replaced by Mr. Williamson at the time of the evaluation.
- There was no evidence of chlorine in the chlorinator. This is a violation of the Illinois Department of Public Health's Private Sewage Disposal Licensing Act and Code, 2013 and Chapter 310 of the McLean County Revised Code. All sand filter effluent is required to be chlorinated to reduce the bacterial load before being discharged to the environment. Approved chlorine tablets must be placed in the chlorinator tube within ten days of the date of this letter. The chlorine tablets must be used on a constant basis thereafter. Mr. Williamson provided chlorine tablets at the time of the evaluation.

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

1. As of February 10, 2014, any proposed new or replacement surface discharging system must have coverage under a National Pollutant Discharge

Mr. Jeff Barth  
July 18, 2018  
Page 2

Elimination System (NPDES) permit prior to installation. For more information, please visit our website at [www.health.mcleancountyil.gov](http://www.health.mcleancountyil.gov).

2. Routine sampling of the effluent discharged from the system and the reporting of the laboratory results to a regulatory agency or agencies.
3. The cost of effluent sampling and any additional treatment components needed to keep the system compliant with permit requirements will be the responsibility of the owner of the system.
4. The Illinois Department of Public Health (IDPH) now requires additional operation and maintenance for on-site wastewater treatment systems repaired or installed after January 1, 2014.
5. Future regulations may be implemented by the Illinois Environmental Protection Agency (IEPA) and/or the IDPH for systems constructed prior to February 10, 2014.

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

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

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

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

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

In summary, the septic system was installed in 1995 and is now approximately 23 years old. This office considers the average life expectancy of a septic system to be 20 to 25 years. The property has been vacant and has been used seasonally and may evaluate differently under normal use conditions.

For information on routine operation and maintenance of your septic system, please visit our website at [www.health.mcleancountyil.gov](http://www.health.mcleancountyil.gov).

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

Respectfully,



Thomas J. Anderson  
Director of Environmental Health

cc: Mr. Rob Williamson, Williamson Excavating, LLC  
Mr. Rick Twait, City of Bloomington  
Mr. & Mrs. Matt Wisdom

TJA:AC:hm

AC-0601-18-159

## EVALUATION REPORT FOR A MCLEAN COUNTY PRIVATE SEWAGE DISPOSAL SYSTEM

Log #: \_\_\_\_\_  
Date Received: \_\_\_\_\_

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

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

### 1. Current Owner Information:

Name: Jeff Barth  
Address: 1606 W. Meadow Lark  
Pontiac, IL 61764  
Phone #: Day \_\_\_\_\_ Home \_\_\_\_\_

### 2. Requestor Information:

Name: Matt & Lucy Wisdom  
Address: 22 Sunset Rd  
Bloomington, IL 61701  
Phone #: Day \_\_\_\_\_ Home \_\_\_\_\_

### 3. Property Information:

Parcel Number (Tax ID): ( ) 08-06-353-014 Date Evaluation Performed: 07-16-18  
Address of property evaluated: 25386 Arrowhead Ln. Hudson Sub. & Lot: \_\_\_\_\_  
Permit available from Health Dept.: Yes  No  Permit #: \_\_\_\_\_

### 4. Interview Information:

Person interviewed: Nancy Brady Original owner: Yes  No   
Age of home (years): \_\_\_\_\_ Intended for seasonal use: Yes  No   
Date last occupied: 1 month ago Number of occupants: \_\_\_\_\_  
Has tank ever been pumped: Yes  No  If yes, how often: \_\_\_\_\_

### 5. Interior Evaluation:

Number of bedrooms: 3 Garbage disposal: Yes  No   
Toilet tanks and other fixtures have evidence of leakage or overflow: Yes  No   
Water softener discharges to: floor drain Clothes washer discharges to: septic  
Dishwasher discharges to: septic Hot tub discharges to: n/a  
Basement plumbing fixtures: Discharge locations:  
a. all a. septic  
b. \_\_\_\_\_ b. \_\_\_\_\_  
c. \_\_\_\_\_ c. \_\_\_\_\_  
d. \_\_\_\_\_ d. \_\_\_\_\_  
Basement floor drains discharge to: septic Garage floor drains discharge to: n/a  
Sump pit/pump discharges to: n/a Downspouts discharge to: ground surface

**6. Exterior Evaluation Points:**

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

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

<b>Tank One: N/A <input type="checkbox"/></b>	<b>Yes</b>	<b>No</b>	<b>Tank Two: N/A <input checked="" type="checkbox"/></b>	<b>Yes</b>	<b>No</b>
Depth of soil to top of tank: 25 inches			Depth of soil to top of tank: inches		
Tank has access within 12" of ground surface	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tank has access within 12" of ground surface	<input type="checkbox"/>	<input type="checkbox"/>
Size: 1500 gallons Type:			Size: gallons Type:		
Meets current code:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Meets current code:	<input type="checkbox"/>	<input type="checkbox"/>
Tank lids in good condition:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tank lids in good condition:	<input type="checkbox"/>	<input type="checkbox"/>
Inlet baffle in good condition:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Inlet baffle in good condition:	<input type="checkbox"/>	<input type="checkbox"/>
Evidence of solids on inlet baffle:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evidence of solids on inlet baffle:	<input type="checkbox"/>	<input type="checkbox"/>
Outlet baffle in good condition:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Outlet baffle in good condition:	<input type="checkbox"/>	<input type="checkbox"/>
Evidence of solids on outlet baffle:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evidence of solids on outlet baffle:	<input type="checkbox"/>	<input type="checkbox"/>
Water standing in outlet:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water standing in outlet:	<input type="checkbox"/>	<input type="checkbox"/>
Water level below outlet:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water level below outlet:	<input type="checkbox"/>	<input type="checkbox"/>
Tank needs to be pumped:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Tank needs to be pumped:	<input type="checkbox"/>	<input type="checkbox"/>
Outlet device/filter on tank:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Outlet device/filter on tank:	<input type="checkbox"/>	<input type="checkbox"/>
Type:			Type:		
Back flow into tank from system after pumping:			Back flow into tank from system after pumping:		
Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>			Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>		

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

Depth to top of field: \_\_\_\_\_ inches to \_\_\_\_\_ inches

Square feet of field: \_\_\_\_\_ square feet

Meets current code sizing requirements:	<input type="checkbox"/>	<input type="checkbox"/>
Seepage standing on ground surface:	<input type="checkbox"/>	<input type="checkbox"/>
Lush vegetation or saturated soil on or near seepage field area:	<input type="checkbox"/>	<input type="checkbox"/>
Evidence that water has ponded over seepage field or the soil is saturated:	<input type="checkbox"/>	<input type="checkbox"/>
Solids or "carry over" material present in the rock or bedding material:	<input type="checkbox"/>	<input type="checkbox"/>
Depth of water in trench : _____ inches		

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

Are the serial distribution relief or "step-down" pipes in compliance with Section 905.60 (d) of the code?	<b>Yes</b>	<b>No</b>
	<input type="checkbox"/>	<input type="checkbox"/>

**D. SEEPAGE BED -- This Section N/A**

Depth to top of bed: \_\_\_\_\_ inches to \_\_\_\_\_ inches

Square feet of bed: \_\_\_\_\_ square feet

Meets current code sizing requirements:	<input type="checkbox"/>	<input type="checkbox"/>
Seepage standing on ground surface:	<input type="checkbox"/>	<input type="checkbox"/>
Lush vegetation or saturated soil on or near seepage bed area:	<input type="checkbox"/>	<input type="checkbox"/>
Evidence water has ponded over seepage bed or is soil saturated:	<input type="checkbox"/>	<input type="checkbox"/>
Solids or "carry over" material present in the rock or bedding material:	<input type="checkbox"/>	<input type="checkbox"/>
Depth of water in bed : _____ inches		

**E. SAND FILTER -- This Section N/A**

Minimum soil cover depth to top of sand filter: 23 inches

Square feet of sand filter: 442 square feet

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

Meets current code sizing requirements:

Seepage standing on ground surface over filter:

Lush vegetation on or near sand filter:

Evidence if water has ponded over sand filter:

Sand filter vented as required:

Vent in good repair:

Chlorinator with screw on cap present:

Chlorinator tube with corrosion resistant handle present:

Evidence of chlorination:

Evidence of restricted flow in chlorinator:

Sample port with screw on cap present:

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

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

Pump chamber an approved design:

Chamber volume 1.5 times the daily flow:

Is there a dual pump:

Alarm present:

Alarm location: outside by pump

Alarm properly working with audio and visual functions:

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>

**G. AEROBIC UNIT -- This Section N/A**

Manufacturer: \_\_\_\_\_ Model number: \_\_\_\_\_

Size of unit: gallons

Pump running at time of inspection:

Current maintenance contract in place:

Who is maintenance contract with: \_\_\_\_\_

Alarm present:

Alarm location: \_\_\_\_\_

Alarm properly working with audio and visual functions:

Unit discharges to: Seepage field  Seepage bed  Sand filter  Other: \_\_\_\_\_

If other, what method of chlorination is used: \_\_\_\_\_

Chlorinator with screw on cap present:

Chlorinator tube with corrosion resistant handle present:

Evidence of chlorination:

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

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

**Include all distances as described below:**

NOTE: Be sure to attach drawing to this report.

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

*Well or cistern to: N/A <input type="checkbox"/>	*Geothermal unit to: N/A <input type="checkbox"/>	*Building to:
Septic tank: _____ feet	Septic tank: _____ feet	Septic tank: _____ feet
Seepage system: _____ feet	Seepage system: _____ feet	Seepage system: _____ feet
Sand filter: _____ feet	Sand filter: _____ feet	Sand filter: _____ feet
Effluent tile: _____ feet	Effluent tile: _____ feet	Effluent tile: _____ feet
Effluent discharge: _____ feet	Effluent discharge: _____ feet	Effluent discharge: _____ feet
Geothermal unit: _____ feet	Aerobic unit: _____ feet	Geothermal unit: _____ feet
Aerobic unit: _____ feet		Aerobic unit: _____ feet
*Water line to:	*Body of water to: N/A <input type="checkbox"/>	
Septic tank: _____ feet	Septic tank: _____ feet	
Seepage system: _____ feet	Seepage system: _____ feet	
Sand filter: _____ feet	Sand filter: _____ feet	
Effluent tile: _____ feet	Effluent tile: _____ feet	
Effluent discharge: _____ feet	Effluent discharge: _____ feet	
Aerobic unit: _____ feet	Aerobic unit: _____ feet	

Comments:

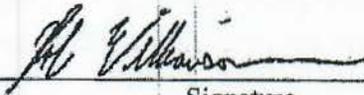
This section is to include any maintenance (pumping) repairs or problems in the history of the septic system. Write any observations and/or conclusions made by probing or excavating the seepage field or sand filter. A serial distribution system must include the condition of each level of field or trench.

*The septic tank does not need to be pumped at this time but it should be checked regularly and pumped as needed in the future. The sand filter is undersized for this house. The chlorinator tube needed a new cap and a chlorine tablet. The cap was installed and a chlorine tablet was placed in the tube during this evaluation. This septic system appears to be functioning at this time. The house is vacant so the septic system could evaluate differently under normal water usage.*

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

Rob Williamson

Inspector's Name (print)



Signature

07-17-18

Date

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the \_\_\_\_\_ day of \_\_\_\_\_,

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

Matt + Lucy Wisfom

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

WITNESSETH

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

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

Lot 15 in Block 3 in Camp KICKAPOO according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

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

- 3. RENT.

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

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

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

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

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

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

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

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

- B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.
4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.
5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.
6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.

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

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

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

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

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

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

City

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

Lessee Name and Mailing Address

Matt + Lucy Wisdom  
22 Sunset Rd  
Bloomington, IL 61701

Lessee Billing Address

22 Sunset Rd  
Bloomington, IL 61701

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

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

-Lessor-

-Lessee-

CITY OF BLOOMINGTON

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

Matt Wisdom

Attest: \_\_\_\_\_  
City Clerk

Lucy Wisdom

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the \_\_\_\_\_ day of \_\_\_\_\_,

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

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

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

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

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

Lessee Name and Mailing Address

Matt Wisdom + Lucy Wisdom  
22 Sunset Road  
Bloomington, IL 61701

Lessee Billing Address

22 Sunset Rd  
Bloomington, IL 61701

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

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

-Lessor-

-Lessee-

CITY OF BLOOMINGTON

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

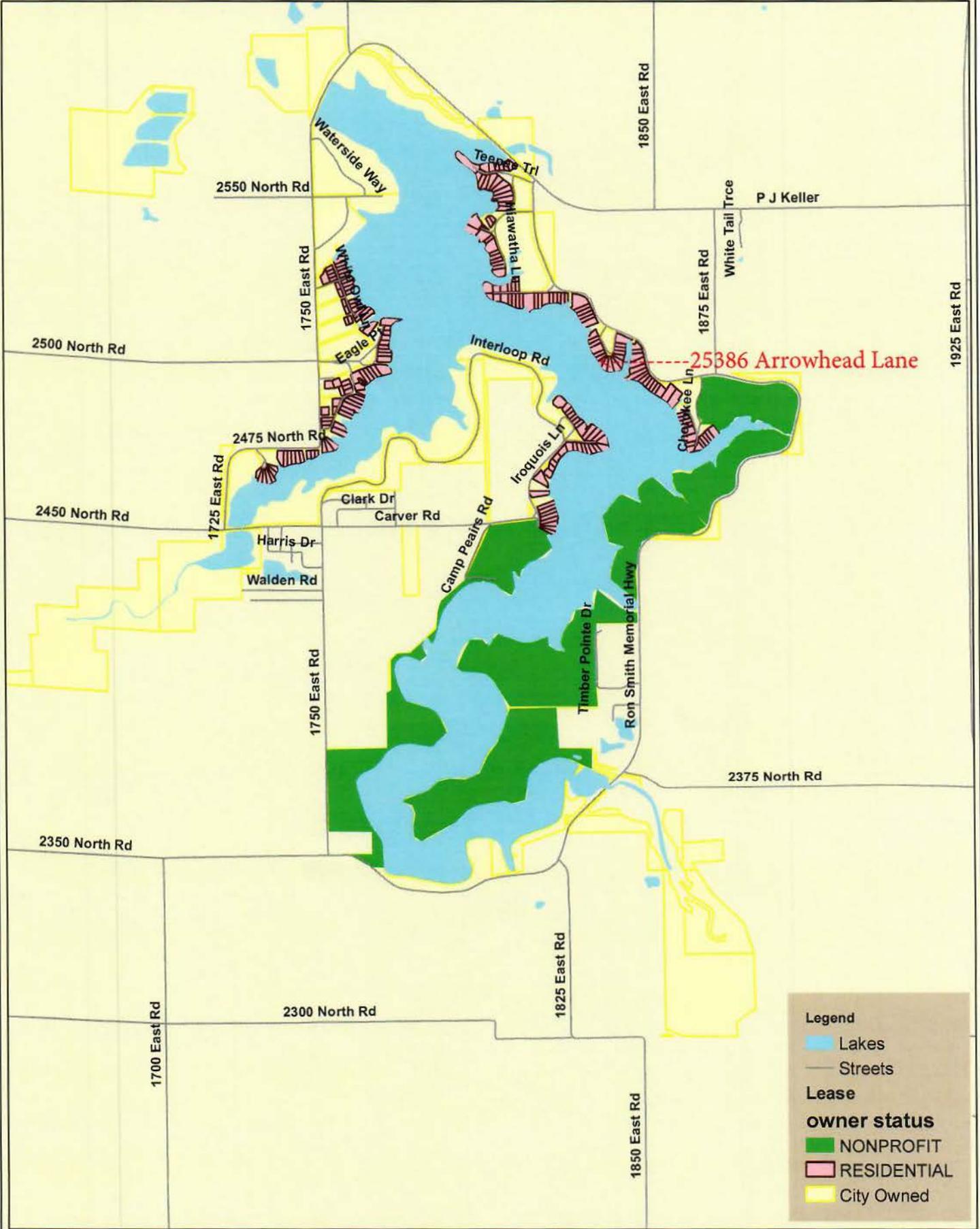
Matt Wisdom

Attest: \_\_\_\_\_

Lucy Wisdom

\_\_\_\_\_  
City Clerk

# Lake Bloomington Lease Map

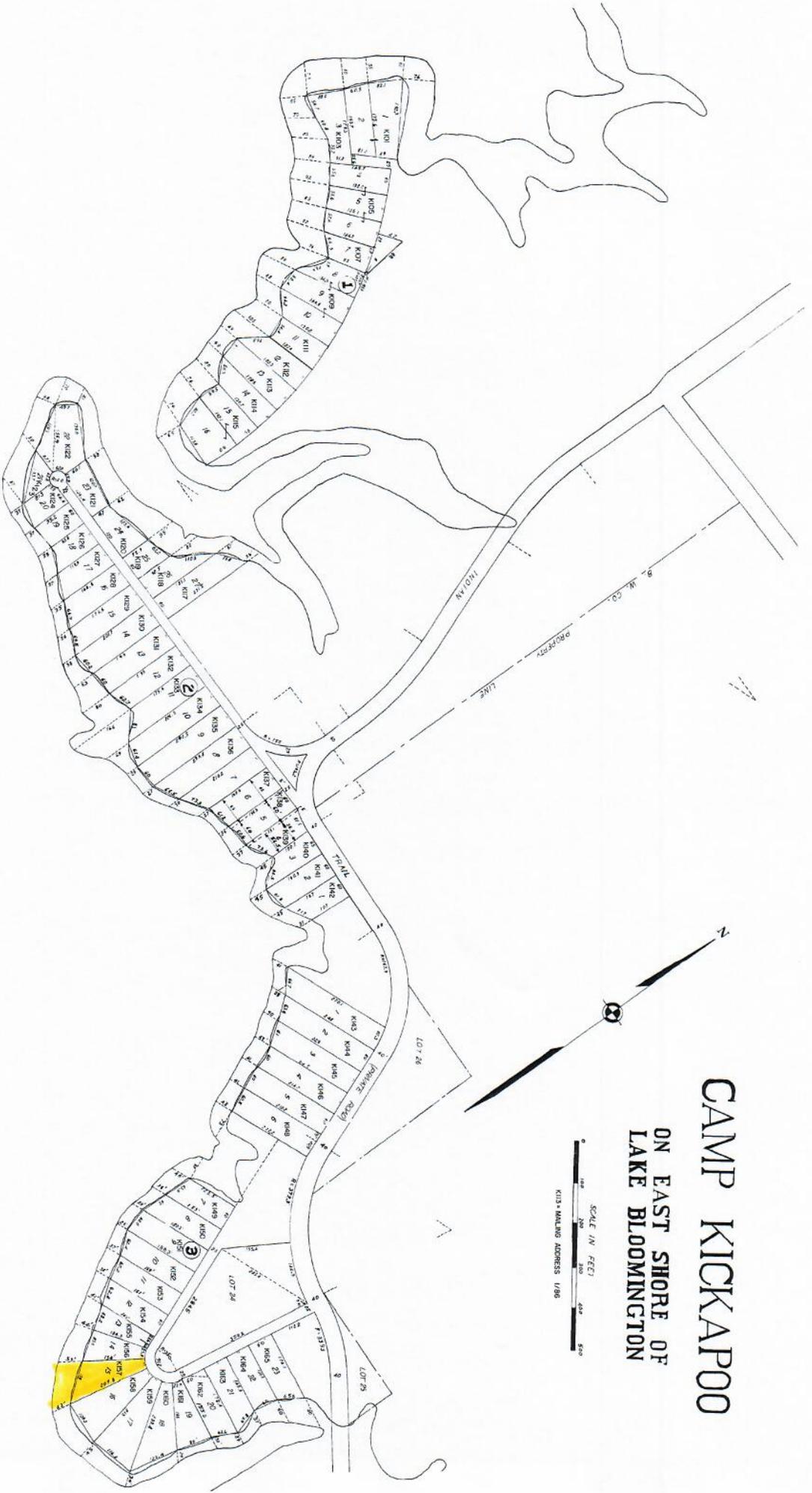


**Legend**

- Lakes
- Streets

**Lease owner status**

- NONPROFIT
- RESIDENTIAL
- City Owned



# CAMP KICKAPOO

## ON EAST SHORE OF LAKE BLOOMINGTON

SCALE IN FEET  
 0 100 200 300 400 500  
 KICKAPOO ADDRESS 1/80

REVISED ON JULY 23, 1973 FROM A MAP OF A TRACTOR VADZ ROAD-20 AND OF THE ORIGINAL P.L. 47  
 NO DATE AVAILABLE FOR THE ORIGINAL

CAMP KICKAPOO	
LAKE BLOOMINGTON	
CITY OF BLOOMINGTON, ILLINOIS 61701	
CONVEYED BY THE CITY OF BLOOMINGTON	
DATE	1973
BY	LB-1
FILE	1 OF 1

# 25386 Arrowhead Lane Structure Map



McGIS, <http://www.McGIS.org/License>

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









## CONSENT AGENDA ITEM NO. 7J

FOR COUNCIL: August 13, 2018

**SPONSORING DEPARTMENT:** Legal Department

**SUBJECT:** Consideration of an Ordinance amending Chapter 6 of the Bloomington City Code to create a new Liquor License Classification allowing the retail sale of packaged beer and wine for consumption on or off the premises where sold and Amending Chapter 6 Section 7B to impose a fee for the new License Classification, as requested by the Legal Department.

**RECOMMENDATION/MOTION:** The Ordinance amending Chapter 6 of the Bloomington City Code creating a new Liquor License Classification allowing the retail sale of packaged beer and wine for consumption on or off the premises where sold and amending Chapter 6 Section 7B to impose a fee for the new License Classification be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

**STRATEGIC PLAN SIGNIFICANCE:** a. Retention and growth of current local businesses. d. Expanded retail businesses.

**BACKGROUND:** The City's liquor code currently requires that packaged liquor can only be consumed off of the premises where it is sold. The proposed ordinance would create a classification of liquor license that would allow a licensee to sell packaged beer or wine to be consumed either on or off the premises where sold.

The proposed ordinance also would amend Section 7B to provide for an annual license fee of \$1,000.00 for the remainder of 2018, \$1,100.00 for calendar years 2019 and 2020 and \$1,200.00 for calendar years 2021 and thereafter. This fee is at a level that is commensurate with other fees for liquor licenses in the code.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Creation of this license was discussed at the Liquor Commission regular monthly meeting on June 12, 2018, and July 10, 2018. A representative of Green Top Grocery spoke in favor of the change on June 12, 2018. No one spoke against the proposed classification at either Commission hearing. Draft minutes of the hearing are attached to this memorandum.

**FINANCIAL IMPACT:** Currently, Green Top Grocery pays \$800 annually for their current Class PB liquor license and \$500 annually for Sunday sales. The new license designation, if approved, would increase the license fee as explained in the background section. The revenue for liquor licenses is recorded in the Non-Departmental-Liquor License account (10010010-51010).

Stakeholders can locate this in the FY 2019 Adopted Budget Book titled “Budget Overview & General Fund” on page 119.

**COMMUNITY DEVELOPMENT IMPACT:** N/A

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

Respectfully submitted for Council consideration.

Prepared By: George D. Boyle, Assistant Corporation Counsel

Reviewed By: Jeff Jurgens, Corporation Counsel

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

Recommended by:



Tim Gleason  
City Manager

**Attachments:**

- Ordinance
- Minutes from the July 10, 2018 Liquor Commission Meeting

**ORDINANCE NO. 2018 - \_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 6, SECTION 7A OF THE BLOOMINGTON CITY CODE TO ADD A LICENSE CLASSIFICATION FOR CONSUMPTION OF PACKAGED BEER AND WINE SOLD ON PREMISES AND SETTING A FEE FOR SAID LICENSE**

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois that Bloomington City Code, 1960, as amended is further amended to read as follows: (additions are indicated by underlining; deletions are indicated by strikeouts):

SECTION 1. That Chapter 6, Section 7A of the Bloomington City Code is hereby amended by inserting the following sub-section and renumbering the subsequent sub-sections accordingly.

(14) Class “PBP” (Packaged Sales – Beer and Wine, On or Off Premises) primary licenses authorize the retail sale on the specified premises of only beer and wine in original packages for consumption on or off the premises where sold.

SECTION 2. That Chapter 6, Section 7B of the Bloomington City Code is hereby amended to read as follows:

(a) The annual license fee for each of the classes of licenses shall be set forth below:

(1) For calendar year 2016, license fees shall be as follows:

- (i) CA, EA, RA, ST, and TA Class Licenses: \$1,760.00;
- (ii) CB, EB, RB, and TB Class Licenses: \$660.00;
- (iii) GPA and PA Class License: \$960.00, except to the holder of a CA, EA, RA or TA Class License, then 0.00;
- (iv) GPB and PB Class License: \$730.00, except to the holder of a CB, EB, RB or TB Class License, then \$170.00; and except to the holder of a CA, EA, RA or TA, then 0.00;
- (v) S Class License: \$450.00, except the holder of CA and CB Class License, then 0.00;
- (vi) MA Class License: \$960.00; MB Class License: \$660.00;

(2) For calendar years 2017 and 2018, License fees shall be as follows:

- (i) CA, EA, RA, ST, and TA Class Licenses: \$2,100.00;
- (ii) CB, EB, RB, and TB Class Licenses: \$700.00;
- (iii) GPA and PA Class License: \$1,100.00, except to the holder of a CA, EA, RA or TA Class License, then 0.00;
- (iv) GPB and PB Class License: \$800.00, except to the holder of a CB, EB, RB or TB Class License, then \$200.00; and except to the holder of a CA, EA, RA or TA, then 0.00;

- (v) S Class License: \$500.00, except the holder of a CA and CB Class License, then 0.00;
- (vi) MA Class License: \$1,100.00; MB Class License: \$700.00;
- (vii) PBP Class License: \$1,000.00.

(3) For calendar years 2019 and 2020, License fees shall be as follows:

- (i) CA, EA, RA, ST, and TA Class Licenses: \$2,400.00;
- (ii) CB, EB, RB, and TB Class Licenses: \$800.00;
- (iii) GPA and PA Class License: \$1,200.00, except to the holder of a CA, EA, RA or TA Class License, then 0.00;
- (iv) GPB and PB Class License: \$900.00, except to the holder of a CB, EB, RB or TB Class License, then \$225.00; and except to the holder of a CA, EA, RA or TA, then 0.00;
- (v) S Class License: \$550.00, except the holder of a CA and CB Class License, then 0.00;
- (vi) MA Class License: \$1,200.00; MB Class License: \$750.00;
- (vii) PBP Class License: \$1,100.00.

(4) For calendar year 2021 and thereafter, License fees shall be as follows:

- (i) CA, EA, RA, ST, and TA Class Licenses: \$2,700.00;
- (ii) CB, EB, RB, and TB Class Licenses: \$900.00;
- (iii) GPA and PA Class License: \$1,300.00, except to the holder of a CA, EA, RA or TA Class License, then 0.00;
- (iv) GPB and PB Class License: \$1,000.00, except to the holder of a CB, EB, RB or TB Class License, then \$300.00; and except to the holder of a CA, EA, RA or TA, then 0.00;
- (v) S Class License: \$600.00, except the holder of a CA and CB Class License, then 0.00;
- (vi) MA Class License: \$1,300.00; MB Class License: \$850.00;
- (vii) PBP Class License: \$1,200.00.

SECTION 3. The City Clerk shall be, and she is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 4. This Ordinance shall take effect ten (10) days after publication as provided by law.

SECTION 5. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 13<sup>th</sup> day of August 2018.

APPROVED this \_\_\_\_\_ day of August 2018.

**CITY OF BLOOMINGTON**

**ATTEST:**

---

Tari Renner, Mayor

---

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



MINUTES OF THE BLOOMINGTON  
LIQUOR COMMISSION MEETING  
July 10, 2018; 4:00 PM

11. Consideration of recommending to the City Council an Ordinance Amending Chapter 6, of the Bloomington City Code creating a new liquor license classification that would allow the retail sale of packaged beer and wine for consumption on or off the premises.

Commissioner Renner read this item by its title and stated this item was the request of Green Top Grocery, and asked the representatives to come forward and address the Commission.

Tim Sullivan, GM for Green Top stated he is present to answer any questions the Commissioner may have for them.

Mr. Boyle stated he and Mr. Sullivan had a discussion prior to the last meeting regarding his request that he had been in Urbana as he had stated at the last meeting. The language that is coming forward at the direction of the Commission is nearly word-for-word from the City of Urbana that a couple of changes were made to make the ordinance contextually similar to our ordinance. The proposed ordinance allows for consumption of packaged beer and wine only which is slightly different from Urbana which is not necessarily beer and wine only. It allows consumption of packaged beer and wine on the license premises as well. If the Commissioner approves it as written be placed on a future council meeting agenda.

Commissioner Renner asked whether the item would come forward on the first meeting in August. Mr. Boyle stated yes.



**CONSENT AGENDA ITEM NO. 7K**

FOR COUNCIL: August 13, 2018

**SPONSORING DEPARTMENT:** City Clerk's Office

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

**RECOMMENDATION/MOTION:** The Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge at Lake Bloomington on September 1, 2018, be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

**BACKGROUND:** The applicants submitted an application to serve beer and wine on a City owned property on June 24, 2018, to the City Clerk's Office. This request was presented to the Liquor Commission during the July 10, 2018, Liquor Commission Meeting. Pete Steadman, the uncle of the bride, Madison Jameson, appeared on her behalf. He stated the wedding reception would be held on September 1, 2018, at Davis Lodge and only beer and wine would be served by Nelson Catering.

Commissioner Renner stated that he would send this item forward to the City Council with a positive recommendation.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** N/A

**COMMUNITY DEVELOPMENT IMPACT:** N/A

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

Respectfully submitted for Council consideration.

Prepared By:

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

Finance & Budgetary Review By:

Chris Tomerlin, Budget Analyst  
Scott Rathbun, Interim Finance Director

Water/Community Dev. Review By:

Robert Yehl, PE, Water Director

Legal Review By:

George D. Boyle, Assistant Corporation Counsel

Recommended By:



Tim Gleason  
City Manager

**Attachments:**

- Ordinance
- Application

**ORDINANCE NO. 2018 – \_\_\_\_**

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

WHEREAS, Madison Jameson and Matthew Ganden desire to allow moderate consumption of beer and wine at their September 1, 2018, wedding reception to be held at Davis Lodge at Lake Bloomington from 4:00 PM to 10 PM; and

WHEREAS, Madison Jameson and Matthew Ganden have requested permission from the City to serve beer and wine during this event; and

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

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended as those ordinances pertain to the Davis Lodge at Lake Bloomington, for the wedding reception on September 1, 2018, from 4:00 PM to 10 PM.

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 13<sup>th</sup> of August 2018.

APPROVED this \_\_\_\_ day of August 2018.

**CITY OF BLOOMINGTON**

**ATTEST**

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

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



CITY OF  
*Bloomington*  
ILLINOIS

**REQUEST FOR  
BEER/WINE AT A  
CITY OWNED  
PROPERTY**

My event will be held at (Please Check One)  Miller Park Pavilion  Davis Lodge

APPLICANT INFORMATION

Name(s) of applicants (Specify how they are related to the event):

Madison Jameson (Bride)

Lisa Steadman (Liason)

Matthew Ganden (Groom)

Applicant Contact Information:

Phone Number: [REDACTED] Email Address: [REDACTED]

Address: [REDACTED]

City: [REDACTED] State: [REDACTED] Zip Code: [REDACTED]

CATERER INFORMATION

Name of Caterer: Nelson's Catering Inc. Contact Number: 217-787-9443

Address: 3005 Great Northern Road

City: Springfield State: IL Zip Code: 62711

EVENT INFORMATION

Type of Event: Wedding

Date/Time of Event: September 1, 2018 Alcohol served from 4pm-10pm

Number of Attendees: 100

Have you secured a date with the venue checked above?  YES  NO

*\*If yes, please provide a copy of the contract and receipt you were given.\**

[REDACTED]

Applicant Signature

June 24, 2018

Date

Please email the completed form to [cityclerk@cityblm.org](mailto:cityclerk@cityblm.org), fax to 309-434-2628, or mail to: City Clerk,  
109 E Olive St, Bloomington, IL 61701

~~OFFICE USE ONLY~~

Liquor Commission Date: 07/10/18

➤ Date Approved for Council: 08/13/2018

City Council Meeting Date: 07/23/18 08/13/2018

➤ Date Council Approved: \_\_\_\_\_

➤ Ordinance Number: \_\_\_\_\_

Confirmed Reservation and Deposit with Event Location:  YES  NO

Caterer has a Current City of Bloomington License:  YES  NO

Water/Parks Departments have been notified:  YES  NO

Date Received: 06.25.18 Staff Initials: ajata



Water Department  
603 W. Division Street  
Bloomington, IL 61701  
Phone: 309-434-2426  
Fax: 309-434-2833

### Davis Lodge Receipt for Payment

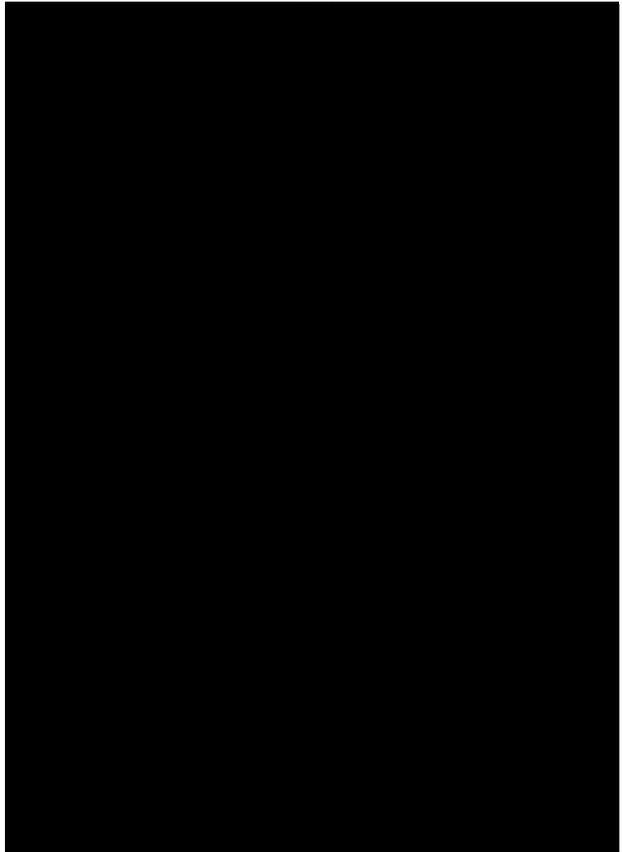
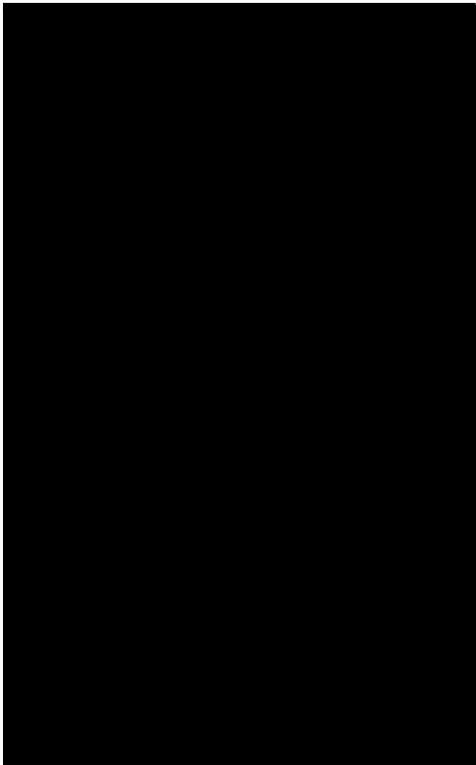
Name and/or Organization  
Reserving Lodge: Madison Jameson

Event Date: 9/1/18

Event Type: Wedding



City of Bloomington  
Water Administration - Division Street  
109 East Olive Street  
Bloomington, IL 61701  
309 - 434 - 2426  
Welcome



Thank you for your payment.

BY FAX ONLY

CUSTOMER COPY

Have a nice, safe time. Thank you for your Cooperation

FOR MORE INFORMATION, VISIT OUR WEBSITE AT WWW.CITYOFBLOOMINGTON.IL GOVERNMENT SERVICES DEPARTMENT



*Water Department  
603 W. Division Street  
Bloomington, IL 61701  
Phone: 309-434-2426  
Fax: 309-434-2833*

## Reservation Letter

June 23, 2017

Dear Madison Jameson,

Thank you for choosing Davis Lodge at Lake Bloomington for your upcoming event. Per your request, we will hold September 1, 2018 for 2 weeks without a deposit after this time the date will be released.

Rental fees for the Lodge are as follows:

Regular Rate	\$400.00 per day
Damage/Cleanup Deposit	\$500.00 per event

Please send in your deposit immediately this will hold your reservation. Also return a signed attached "Release and Hold Harmless Agreement." We accept Credit cards (*Discover, Visa, and Master Card*) or Checks made payable to the City of Bloomington. Please mail your payment to **Water Dept. – Lake Division, 603 W. Division St., Bloomington, IL 61701.**

The rental times are 8:00 am – 12:00 am. The Lodge doors will be unlocked when you arrive.

Your Security deposit will be reimbursed if the Lodge is not damaged and it is left neat and clean (See enclosed list of rules).

Cancellation Policy: Security deposits are only refundable if cancellations are made 60 days prior the reservation date.

If you have questions or will not be keeping your reservation, please call (309)434-2303. If it is an urgent matter, please contact Water Department–Office Manager @ (309)434-2645.

We wish you a happy, safe experience at Davis Lodge.

Respectfully,

Jessica Carroll

For: Bob Yehl

Director of Water Department

Email: [jcarroll@cityblm.org](mailto:jcarroll@cityblm.org)

Signature

Date: 6/23/2017

Have a nice, safe time. Thank you for your Cooperation



*Water Department*  
603 W. Division Street  
Bloomington, IL 61701  
Phone: 309-434-2426  
Fax: 309-434-2833

## **RULES FOR RENTING DAVIS LODGE**

- 1) No early set ups ahead unless that day in rented and paid for.
- 2) **NO ALCOHOLIC BEVERAGES** unless approved by the Bloomington Liquor Commission and City Council.  
Contact City Clerk office @ (309) 434-2240
- 3) Outdoor fires allowed only in fire pit and on non-windy days.
- 4) No swimming or wading is allowed in Lake Bloomington.
- 5) No smoking allowed inside Davis Lodge.
- 6) Quiet Hour: 10:00 pm and beyond.
- 7) Check in time: 8:00 am. Check out time: 12:00 Midnight. **MUST BE OUT BY MIDNIGHT**
- 8) No pets allowed in Davis Lodge.
- 9) No glitter/confetti or nails, thumb tacks, tape, staples or other holes in the walls, fans, woodwork or furniture.  
Hooks have been installed along the doors, windows and at various locations on the walls for your convenience in decorating the Davis Lodge.

## **YOU ARE RESPONSIBLE FOR CLEANING UP**

BEFORE LEAVING, THE FOLLOWING SHOULD BE DONE:

- 1) Wipe off tables and chairs.
- 2) Leave tables and chairs set up.
- 3) Floors must be swept.
- 4) Any spills must be wiped up.
- 5) Garbage should be removed to dumpster (North of Building).
- 6) Brooms & Mops available. Extra Garbage Liners in bottom of cans.
- 7) All traces of signs and decorations must be removed.
- 8) All doors and windows must be closed.
- 9) Any extra equipment (tables, chairs, tents, arches, etc.) must be removed the same day as rental. The City of Bloomington is not responsible for items left past check out time of rental.

### **Maintenance or Cleaning Questions or Related Problems**

**Work Hours (Monday through Friday 7:00 am – 3:00 pm)**

**Phone: (309) 434-2163**

### **After Hours**

**Phone: (309) 434-2151 – Water Treatment Plant at Lake Bloomington**

**(309) 820-8888 (Non-emergency police dispatch)**

**Police Emergencies: County 911**

The undersigned, in consideration of the permission granted by the City of Bloomington to use the Davis Lodge at Lake Bloomington, does hereby agree to indemnify and hold harmless the City of Bloomington, its officers, agents and employees from and against any and all claims, damages, losses, and expenses arising out of the use by the undersigned and guests of Davis Lodge on the dates for which permission has been granted by the City.

Signature required

Date: 6/23/2017

Have a nice, safe time. Thank you for your Cooperation

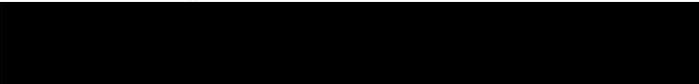


*Water Department*  
603 W. Division Street  
Bloomington, IL 61701  
Phone: 309-434-2426  
Fax: 309-434-2833

## OTHER STRUCTURE AGREEMENT FOR DAVIS LODGE

- 1) Tents and other structures are only allowed in the two designated locations. These locations are on the porch that faces Lake Bloomington and next to the fire pit on the Northeast lot.
- 2) No vehicles will be allowed anywhere off of the paved surface.
- 3) Tents and other structures must be removed by 12:00 am MIDNIGHT of the day of the rental. Any tents or other structures remaining will not be saved and the City of Bloomington and the City of Bloomington Water Department will not be responsible.
- 4) An additional security deposit of \$250.00 is required for rentals that utilize tents or other structures not provided by the City of Bloomington.
- 5) If tents and other structures are not removed the day of the rental, the \$250.00 security deposit will be forfeited.
- 6) These rules and regulations shall not supersede any other rule or regulation for the Davis Lodge.
- 7) Please view the attached photograph of Davis Lodge to understand where tents and structures are allowed to be erected.

The undersigned, in consideration of the permission granted by the City of Bloomington to use the Davis Lodge at Lake Bloomington, does hereby agree to indemnify and hold harmless the City of Bloomington, its officers, agents and employees from and against any and all claims, damages, losses, and expenses arising out of the use by the undersigned and guests of Davis Lodge on the dates for which permission has been granted by the City.

Signature: 

Date: 6/23/2017

Have a nice, safe time. Thank you for your Cooperation



*Water Department  
603 W. Division Street  
Bloomington, IL 61701  
Phone: 309-434-2426  
Fax: 309-434-2833*

## RELEASE AND HOLD HARMLESS AGREEMENT

**June 23, 2017**

The undersigned, in consideration of the permission granted by the City of Bloomington to use the Davis Lodge at Lake Bloomington, does hereby agree to indemnify and hold harmless the City of Bloomington, its officers, agents and employees from and against any and all claims, damages, losses, and expenses arising out of the use by the undersigned and guests of the undersigned of Davis Lodge on the dates for which permission has been granted by the City.

DATED this 23 day of June, 2017

RENTAL DATE (S): September 1, 2018

Signature Required: [REDACTED]

Mailing Address: [REDACTED]

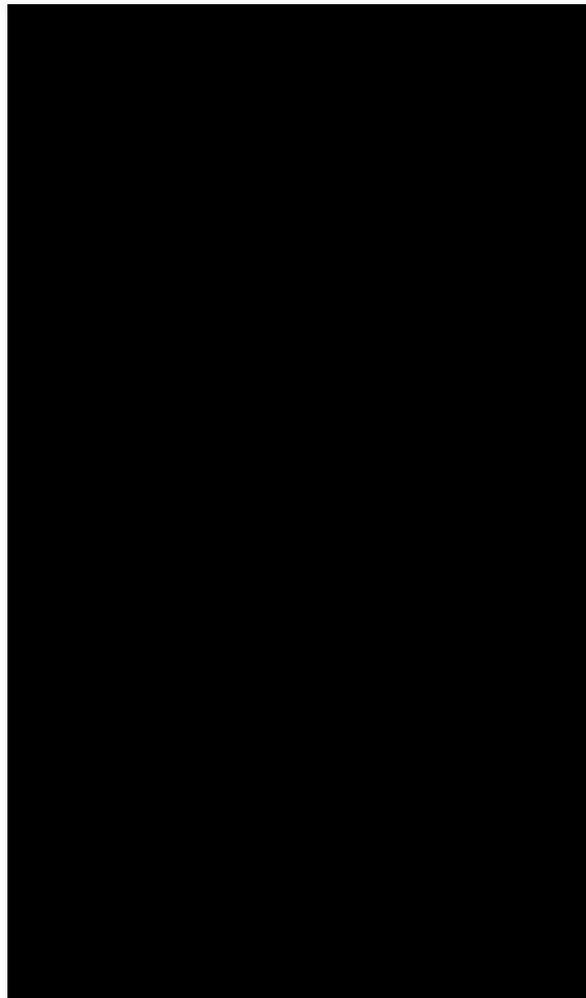
Have a nice, safe time. Thank you for your Cooperation



City of Bloomington  
Water Administration - Division Street  
109 East Olive Street  
Bloomington, IL 61701  
309 - 434 - 2426  
Welcome



XXXXXX



Thank you for your payment.

CUSTOMER COPY

# REGULAR AGENDA



**REGULAR AGENDA ITEM NO. 8A**

FOR COUNCIL: August 13, 2018

**SPONSORING DEPARTMENT:** Community Development and Legal Departments

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

**RECOMMENDATION/MOTION:**

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

or, alternatively,

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

**STRATEGIC PLAN LINK:** Goal 6. Great Places—Livable Sustainable City’s

**STRATEGIC PLAN SIGNIFICANCE:** Objective b. City decisions consistent with plans and polices

**BACKGROUND:** On May 23, 2018, an Application to the Board of Zoning Appeals ("Board") was filed by Randy Walker ("Petitioner") seeking a six foot rear yard variance to allow for the construction of a 240 square foot screened porch (15ft X 16ft) at 303 Seville Road. The Zoning Ordinance requires a thirty-foot (30) rear yard setback; the proposed porch would encroach six (6) feet into the required rear yard setback, resulting in a twenty-four (24) foot setback and necessitating a variance from the code.

Pursuant to the City's Zoning Code, the Board may grant variances only in specific instances where there would be practical difficulties or particular hardships in carrying out strict adherence to the Zoning Code. See Chapter 44, Section 44.13-4(A). Specifically, in order to grant a variance, the Zoning Board of Appeals must find that each of the following standards is met:

1. That the property has physical characteristics that pose unreasonable challenges which make strict adherence to the Code difficult; and

2. That the variance would be the minimum action necessary to afford relief to the applicant; and
3. That the special conditions and circumstances were not created by any action of the applicant; and
4. That granting the variation requested will not give the applicant any special privilege that is denied to others by the Code; and
5. That the granting of the variation will not be detrimental to the public welfare, alter the essential character of the neighborhood, nor unreasonable impair the use or development of adjoining properties.

On June 20, 2018, the Board held a public hearing on the petition. The public hearing provides members of the public with the opportunity to ask questions and testify in favor of or against the petition. Please see the minutes of the meeting for a summary of the proceedings at the hearing. No one spoke against the petition. One person spoke in favor of the petition. After conducting the public hearing on this petition, the Board determined case Z-12-18 did not meet all of the factors for a variance (44.13-4D). The Board voted to deny the variance application 4-0. One member recused themselves from the hearing and two members were absent from the hearing. The Zoning Board's decision is consistent with the staff recommendation.

Pursuant to the Zoning Code, Section 44.13-4(f), an aggrieved party may appeal to the City Council if a variation is rejected by the vote of less than (5) members of the Board. On June 29, 2018, a Request for Appeal was filed by the Petitioner, therefore now requiring the City Council to review the record of the Board's administrative public hearing and make a final administrative determination on the variances requested.

In ruling on the appeal, the City Council must now review the administrative record and make a determination whether, based on facts introduced into the record at the public hearing, the Petitioner met the standards necessary to be granted the variance requested. The Administrative Record consists of the following attachments:

1. Petition
2. Newspaper Notice
3. Mailing Sample and map
4. List of notified property owners
5. Returned courtesy notices
6. Agenda ZBA June 20, 2018
7. Staff report case Z-12-18
8. Staff presentation Z-12-18
9. ZBA Minutes June 20, 2018
10. Zoning Map for 303 Seville Rd
11. Aerial View of 303 Seville Rd
12. Notice of ZBA Decision-denial
13. Request for Council Appeal

14. Audio recording of the June 20, 2018 ZBA meeting

This is not a rehearing of the Petition and new evidence, or evidence not contained in the record, should not be solicited, heard or considered as part of the determination.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Notice of the public hearing was published in *the Pantagraph* on June 4, 2018 in accordance with City Code. In accordance with the Zoning Code (Ordinance No. 2006-137) courtesy copies of the notice were mailed to approximately 80 property owners within 500 feet. A public hearing was held by the Zoning Board of Appeals.

**FINANCIAL IMPACT:** No financial impact is expected

**COMMUNITY DEVELOPMENT IMPACT:** NA

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** NA

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by: Bob Mahrt, Community Development Director

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason  
City Manager

**Attachments:**

- Ordinance denying the variance request
- Ordinance allowing the variance request
- Administrative Record for case Z-12-18

**ORDINANCE NO. 2018 - \_\_\_\_**

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

WHEREAS, there was heretofore filed with the Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting a variance from Section 44.6-40 to allow a six foot reduction in the required rear yard setback hereinafter described in Exhibit(s) A; and

WHEREAS, the Bloomington Board of Zoning Appeals, after proper notice was given, conducted a public hearing on said petition on June 20, 2018; and

WHEREAS, the Bloomington Board of Zoning Appeals, determined the requested variance does not comply with the standards and conditions for granting a variance as required by Chapter 44, Section 13-4 of the Bloomington, City Code, 1960; and

WHEREAS, the Bloomington Board of Zoning Appeals, denied the petition for variances from Section 44.6-40 for said premises by a vote of 4-0; and

WHEREAS, the City Council of the City of Bloomington, after proper notice has been filed with the City Clerk of the City of Bloomington, has the power to review the record of the administrative public hearing and make a final administrative determination thereon when a petition is denied by the Bloomington Board of Zoning Appeals by less than five (5) votes.

WHEREFORE, the City Council of the City of Bloomington, reviewed the record of the June 20, 2018 administrative public hearing; and

WHEREFORE, the City Council of the City of Bloomington determined the Bloomington Board of Zoning Appeals decision to deny the petition for the aforementioned variances for said premise to be valid.

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

1. That the petition for variances from Chapter 44, Section 6-40, a six foot reduction in the required rear yard be denied.
2. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 13<sup>th</sup> day of August 2018.

APPROVED this \_\_\_\_ day of August 2018.

**CITY OF BLOOMINGTON**

**ATTEST:**

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

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

**Exhibit A**

Legal description for 303 Seville Road

PIN: 2102353011

FOURTH ADDN TO EAST GATE SUBN S56' LOT 38 & N52' LOT 39

**ORDINANCE NO. \_\_\_\_\_**

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

WHEREAS, there was heretofore filed with the Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting a variance from Section 44.6-40 to allow a six foot reduction in the required rear yard setback hereinafter described in Exhibit(s) A; and

WHEREAS, the Bloomington Board of Zoning Appeals, after proper notice was given, conducted a public hearing on said petition on June 20, 2018; and

WHEREAS, the Bloomington Board of Zoning Appeals, determined the requested variance does not comply with the standards and conditions for granting a variance as required by Chapter 44, Section 13-4 of the Bloomington, City Code, 1960; and

WHEREAS, the Bloomington Board of Zoning Appeals, denied the petition for variances from Section 44.6-40 for said premises by a vote of 4-0; and

WHEREAS, the City Council of the City of Bloomington, after proper notice has been filed with the City Clerk of the City of Bloomington, has the power to review the record of the administrative public hearing and make a final administrative determination thereon when a petition is denied by the Bloomington Board of Zoning Appeals by less than five (5) votes.

WHEREFORE, the City Council of the City of Bloomington, reviewed the record of the June 20, 2018 administrative public hearing; and

WHEREFORE, the City Council of the City of Bloomington determined the Bloomington Board of Zoning Appeals decision to deny the petition for the aforementioned variances for said premise was erroneous in that all standards for awarding said variances have been met:

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

1. That the petition for variances from Chapter 44, Section 6-40, a six foot reduction in the required rear yard be approved
2. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 13<sup>th</sup> day of August 2018.

APPROVED this \_\_\_\_\_ day of August 2018.

**CITY OF BLOOMINGTON**

**ATTEST:**

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

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

**Exhibit A**

Legal description for 303 Seville Road  
PIN: 2102353011

FOURTH ADDN TO EAST GATE SUBN S56' LOT 38 & N52' LOT 39

Administrative Record  
Z-12-18  
303 Seville Rd  
Variance Request for a six foot rear yard reductions

- Item 1. Petition
- Item 2. Newspaper Notice
- Item 3. Mailing Sample and map
- Item 4. List of notified property owners
- Item 5. Returned courtesy notices
- Item 6. Agenda ZBA June 20, 2018
- Item 7. Staff report case Z-12-18
- Item 8. Staff presentation Z-12-18
- Item 9. ZBA Minutes June 20, 2018
- Item 10. Zoning Map for 303 Seville Rd
- Item 11. Aerial View of 303 Seville Rd
- Item 12. Notice of ZBA Decision-denial
- Item 13. Request for Council Appeal
- Item 14. Audio recording of the June 20, 2018 ZBA meeting

APPLICATION TO ZONING BOARD OF APPEALS

Please consider this as our petition for a variance from the requirement(s) of the Zoning Code. I have provided all information requested herein and attached our site plan and fee.

Site Address: 303 Seville Rd.

Site Address: \_\_\_\_\_

Petitioner: Randy Walker Phone: 309-275-0208

Petitioner's Email Address: RCONSTRUCTION94@YAHOO.COM

Petitioner's Mailing Address Street: 303 Seville Rd.

City, State, Zip Code: Bloomington, IL 61701

Contractual interest in the property  yes  no

Signature of Applicant Randy Walker

Brief Project Description:

Add a 15' x 16' screened porch to the back of the house.

Code Requirements Involved:

30' Rear set back and 6' side set back

Variances(s) Requested:

Encroach into the rear set back by 6', leaving 24' to the rear property line.

Reasons to Justify Approval by the Zoning Board of Appeals: Your justifications for approval must also be provided in the statement of Findings of Fact.

This porch Addition would Add Value to the home & Neighborhood. It would help block the Western Sun from the back of our home and provide A shaded area to enjoy the outdoors. The existing house is placed unusually deep on the property, limiting the back Yard space.

**STATEMENT OF FINDINGS OF FACT**  
**(Must be answered by the Petitioner)**

Chapter 44, Section 9.40(d)

A variation from the terms of this Code shall not be granted by the Zoning Board of Appeals unless and until findings of fact are submitted demonstrating:

1. That the property has physical characteristics that pose unreasonable challenges which make strict adherence to the Code difficult; and

*The house sits unusually far back from the street 52' leaving a minimal space for expansion in the back.*

2. That the variance would be the minimum action necessary to afford relief to the applicant; and

*The location of the screened porch addition is on the back of the house where the sliding patio door is. Any other placement would require a new door opening to be created. Also any smaller size won't fit a table or furniture.*

3. That the special conditions and circumstances were not created by any action of the applicant; and

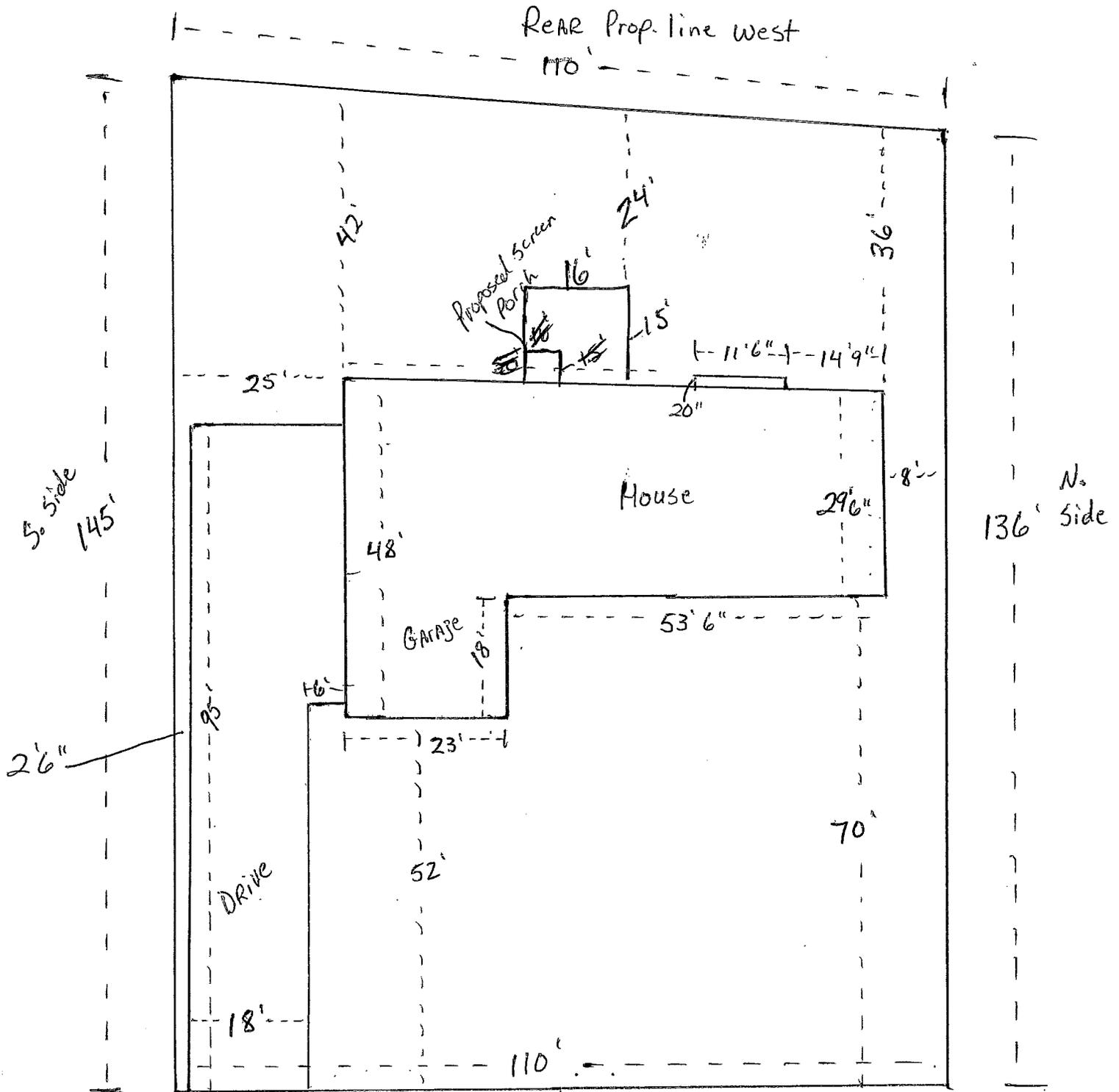
*The house again sits unusually far off the street which is what really creates this circumstance.*

4. That the granting of the variance requested will not give the applicant any special privilege that is denied to others by the Code; and
- This would not give me any special privilege as the new porch would not be visible from the street and they are rather common in the neighborhood.*

5. That the granting of this variance will not be detrimental to the public welfare, alter the essential character of the neighborhood, nor unreasonably impair the use or development of adjoining properties.

*This porch addition would have no negative impact on the neighbors. Not visible from the street.*

# Site Plan for 303 Seville Road



303 Seville Rd.

20954441  
CITY OF BLOOMINGTON  
PUBLIC HEARING NOTICE  
ZONING BOARD OF APPEALS  
JUNE 20, 2018

Notice is hereby given that the Zoning Board of Appeals of the City of Bloomington, Illinois, will hold a public hearing scheduled for Wednesday, June 20, 2018 at 4:00 p.m. in the Council Chambers of City Hall Building, 109 E. Olive St., Bloomington, Illinois, for the following petitions:

Randy Walker, 303 Seville Rd., Bloomington, IL 61701 PIN: 21-02-353-011 (FOURTH ADDN TO EAST GATE SUBN S56' LOT 38 & N52' LOT 39) requesting a reduction in the required rear yard setback from 30 ft to 24 ft, a 6 foot reduction, to allow the construction of an enclosed porch.

Aaron Uftring of Indigo Hospitality Group for Property at 1505 N Veterans Parkway, Suite A PIN: 14-35-203-004 (H.O.S. SUB LOT 1 1.02 ACRES), requesting a reduction in the required rear yard setback from 5 ft to 2.5, a 2.5 foot reduction, to allow the construction of an addition.

Robert Deatley of Barber & Deatley, Inc for the property at 802 N. Main St. PIN: 21-04-132-010 (ALLIN, GRIDLEY & PRICKETTS ADDN L8 & 9 12) requesting a reduction in required parking spaces from 30 to 29, a 1 space reduction.

All interested persons may present their views upon such matters pertaining to the above referenced cases at the public hearing. The petitioner or his/her Counsel/Agent must attend the meeting. In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk, preferably no later than five days before the hearing.

The City Clerk may be contacted either by letter at 109 E. Olive St., Bloomington, IL 61701, by telephone at 309-434-2240, or email cityclerk@cityblm.org The City

[www.pantagraph.com](http://www.pantagraph.com)

**Public Notices**

Hall is equipped with a text telephone (TTY) that may also be reached by dialing 309-829-5115.

Published: Monday, June 4, 2018



Department of Community Development  
115 E Washington St, Ste 201  
Bloomington IL 61701

Item 3

June 4, 2018

Dear Property Owner or Resident:

The Zoning Board of Appeals will hold a public hearing on **Wednesday June 20, 2018 at 4:00PM in the Council Chambers, 109 E. Olive Street, Bloomington, Illinois** to hear testimony for a petition submitted by Randy Walker for the approval of a variance request, for the property located at **303 Seville Rd** at which time all interested persons may present their views upon such matters pertaining thereto. The petitioner or his/her Counsel/Agent must attend the meeting.

#### REQUEST

The petitioner is requesting a reduction in the required rear yard setback from 30 ft to 24 ft, a 6 foot reduction, to allow the construction of an enclosed porch.

LEGAL DESCRIPTION: FOURTH ADDN TO EAST GATE SUBN S56' LOT 38 & N52' LOT 39

You are receiving this courtesy notification since you own property within a 500 foot radius of the land described above (refer to attached map). All interested persons may present their views upon said petition, or ask questions related to the petitioner's request at the scheduled public hearing. Copies of the submitted petition are available for public review at the Department of Community Development, 115 E. Washington St. Bloomington, IL 61701. Communications in writing in relation to the petition may be sent to the Department of Community Development prior to the hearing, or presented at such hearing.

In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk at (309) 434-2240, preferably no later than five days before the hearing. Please note that cases are sometimes continued or postponed for various reasons (i.e lack of quorum, additional time needed, etc.). The date and circumstance of the continued or postponed hearing will be announced at the regularly scheduled meeting.

The agenda and packet for the hearing will be available prior to the hearing on the City of Bloomington website at [www.cityblm.org](http://www.cityblm.org).

If you desire more information regarding the proposed petition or have any questions you may email me at [irivera@cityblm.org](mailto:irivera@cityblm.org) or call me at (309) 434-2448.

Sincerely,

Izzy Rivera, Assistant City Planner

Attachments:

Map of notified properties within 500 ft of subject property



By using any McGIS products or services, you indicate your acceptance of the Licensing Agreement: <http://www.McGIS.org/License>

Printed: 5/31/2018 9:13:38 AM

Notes

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JACOB & NERISSA HOLLOWAY  
2204 E OLIVE  
BLOOMINGTON, IL 61701

HENRY BRUENS  
2114 E JACKSON ST  
BLOOMINGTON, IL 61701

RONALD & DOROTHY MURRAY  
115 S Regency Dr  
Bloomington, IL 61701

BEVERLY KLUDAS  
2109 E TAYLOR ST  
BLOOMINGTON, IL 617015

MARION STOOPS  
2204 E JACKSON ST  
BLOOMINGTON, IL 61701

LAURA ELIZABETH COEN  
303 GRANADA RD  
BLOOMINGTON, IL 61701

DUANE FRICHTL  
312 GRANADA RD  
BLOOMINGTON, IL 61701

ROBERT SCHULTZ  
301 GRANADA RD  
BLOOMINGTON, IL 61701

RJV PROPERTIES LLC  
125 S BELLEMONT RD  
BLOOMINGTON, IL 61701

MARY JANE BRADY  
114 S BELLEMONT RD  
BLOOMINGTON, IL 61701

KATHLEEN POLLOCK  
305 GRANADA RD  
BLOOMINGTON, IL 61701

LOGAN VAUGHN  
309 GRANADA RD  
BLOOMINGTON, IL 61701

ESTHER RAWLINGS  
307 GRANADA RD  
BLOOMINGTON, IL 61701

JAMES RIEFFEL  
309 SEVILLE RD  
BLOOMINGTON, IL 61701

DORIS ANN BOBBIT  
2116 E JACKSON ST  
BLOOMINGTON, IL 61701

ALEX & VANESSA SCHULMAN  
304 GRANADA RD  
BLOOMINGTON, IL 61701

RODNEY MAUPIN  
304 GRANT RD  
BLOOMINGTON, IL 61701

MILDRED TEBRUGGE  
314 GRANADA RD  
BLOOMINGTON, IL 61701

RITA KELLY  
310 GRANADA RD  
BLOOMINGTON, IL 61701

JACK & FAYE BESS  
306 GRANADA RD  
BLOOMINGTON, IL 61701

RONALD GARRIGUS  
308 GRANADA RD  
BLOOMINGTON, IL 61701

JUSTON P & ROBYN SEGLEM  
301 SEVILLE RD  
BLOOMINGTON, IL 61701

RONALD & NORMA SCOTT  
306 SEVILLE RD  
BLOOMINGTON, IL 61701

JACQUELINE WAKEFIELD  
2302 E OLIVE  
BLOOMINGTON, IL 61701

JERRY COX  
P O BOX 6011  
BLOOMINGTON, IL 61702

RICHARD & DIANA MARIANI  
2208 E OLIVE ST  
BLOOMINGTON, IL 61701

BRAD & SUZETTE BERNSTEIN  
149 KENILWORTH AVE  
KENILWORTH 60043

P-W CATTLE CO  
21222 Hawthorne Ridge Rd  
Downs, IL 61736

CINDY BROWN  
2306 E Jackson St  
BLOOMINGTON, IL 61701

SECRETARY OF HUD INFORMATION  
SYSTEMS NTKW CORP  
OKLAHOMA CITY, OK 73107

SALLY HERR  
1911 E GONDOLA CT  
GILBERT, AZ 85234

MATTHEW CROSBY  
302 GRANADA RD  
BLOOMINGTON, IL 61701

DAVID WEBER  
2115 E TAYLOR ST  
BLOOMINGTON, IL 61701

PATRICIA YATES  
117 S REGENCY DR  
BLOOMINGTON, IL 61701

CARLOS HURTADO  
308 Seville Rd  
BLOOMINGTON, IL 61701

TERRENCE & LINDA SCHAEFER  
302 SEVILLE RD  
BLOOMINGTON, IL 61701

DIANE & HUBERT WUESTHOFF  
406 GRANT RD  
BLOOMINGTON, IL 61701

TYSON MOHR  
2214 E OLIVE ST  
BLOOMINGTON, IL 61701

ALAN STEPHENS  
121 S REGENCY DR  
BLOOMINGTON, IL 61701

FRED PINGLE  
112 S BELLEMONT RD  
BLOOMINGTON, IL 61701

JASON & AUDREY DAVIS  
116 S BELLEMONT RD  
BLOOMINGTON, IL 61701

STEVEN & CHRISTINA GROTH  
22019 OAK LN  
MORTON, IL 61550

WILBERT LEONARD  
115 RUTH RD  
BLOOMINGTON, IL 61701

MARTIN ERWIN  
2212 E OLIVE ST  
BLOOMINGTON, IL 61701

WILLIAM LUCAS  
2206 E OLIVE  
BLOOMINGTON, IL 61701

BRITTNEY ALGAR  
402 GRANT RD  
BLOOMINGTON, IL 61701

ROBERT SIMPSON  
120 RUTH RD  
BLOOMINGTON, IL 61701

WOLF SHADOW PROPERTIES LLC  
21222 HAWTHORNE RIDGE RD  
DOWNS, IL 61736

ERIC SKAGGS  
403 GRANT RD  
BLOOMINGTON, IL 61701

TERRANCE L & PAMELA KIESEWETTER  
113 RUTH RD  
BLOOMINGTON, IL 61701

DAVID & JUDITH DAVENPORT  
2113 E TAYLOR ST  
BLOOMINGTON, IL 61701

BARBARA GOEBEL  
608 KINGSLEY ST STE A  
NORMAL, IL 61761

SUZANNE & DIANE PUGSLEY  
2302 E JACKSON ST  
BLOOMINGTON, IL 61701

GREGORY D & ANN MILLER  
410 GRANT RD  
BLOOMINGTON, IL 61701

DANNY PERGANSON  
302 Grant Rd  
BLOOMINGTON, IL 61701

WILLIAM & BARBARA TAFT  
121 RUTH RD  
BLOOMINGTON, IL 61701

JEAN BARNETT  
119 RUTH RD  
BLOOMINGTON, IL 61701

BARBARA GOEBEL  
608 KINGSLEY ST STE A  
NORMAL, IL 61761

MR & MRS MIGLIN  
313 SEVILLE  
BLOOMINGTON, IL 61701

GARY LUCAS  
2206 E JACKSON ST  
BLOOMINGTON, IL 61701

RONALD SUTTON  
17756 E 575 North Rd  
Heyworth, IL 61745

KURT & LISA HOLLAND  
405 GRANT  
BLOOMINGTON, IL 61701

RANDY WALKER  
303 SEVILLE RD  
BLOOMINGTON, IL 61701

STEVEN ROPER  
205 ELLIS AVE  
NORMAL, IL 61761

ROBERT LANDRY  
2114 E TAYLOR ST  
BLOOMINGTON, IL 61701

KURT & JENNIFER HUDSON  
303 GRANT  
BLOOMINGTON, IL 61701

EDMUND HETTINGER  
1609 E OLIVE ST  
BLOOMINGTON, IL 61701

Mr. & Mrs. LYONS  
114 RUTH RD  
BLOOMINGTON, IL 61701

PAMELA BIER  
1532 BEVERLY DRIVE  
CLEARWATER, FL 33764

DAVID LEE ODETTE  
308 GRANT ST  
BLOOMINGTON, IL 61701

THOMAS PETERSEN  
307 SEVILLE RD  
BLOOMINGTON, IL 61701

WILLIAM & JEANNE KERBER  
2112 E TAYLOR ST  
BLOOMINGTON, IL 61701

LORI BLANKENSHIP  
1613 E OLIVE ST  
BLOOMINGTON, IL 61701

DAVID A & SHIRLEY A DEERWESTER  
1607 E OLIVE ST  
BLOOMINGTON, IL 61701

PAUL A & GWINN CAMPBELL  
116 RUTH RD  
BLOOMINGTON, IL 61701

MARGARET THEIS  
6 HIDDEN LAKE CT  
BLOOMINGTON, IL 61704

LANCE & SHARON MCCORMICK  
311 SEVILLE RD  
BLOOMINGTON, IL 61701

WILLIAM DURAKO  
305 GRANT RD  
BLOOMINGTON, IL 61701

VICKI GAMBLE  
2110 E TAYLOR ST  
BLOOMINGTON, IL 61701

JASON MICHALSKI  
1611 E OLIVE ST  
BLOOMINGTON, IL 61701



COMMUNITY DEVELOPMENT  
P.O. BOX 3157  
115 E. WASHINGTON ST.  
BLOOMINGTON, IL 61702-3157

I.R.

CHAMPAIGN  
IL 618  
01 JUN '18  
PM 4 L



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Item 5

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BLOOMINGTON, IL 61701

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ERWIN  
2700 N HAMPDEN CT APT 19D  
CHICAGO IL 60614-1550

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RETURN TO SENDER



COMMUNITY DEVELOPMENT  
P.O. BOX 3157  
115 E. WASHINGTON ST.  
BLOOMINGTON, IL 61702-3157

J.R.

CHAMPAIGN  
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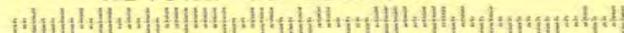
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JASON & AUDREY DAVIS  
116 S BELLEMONT RD  
BLOOMINGTON, IL 61701

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FORWARD TIME EXP RTN TO SEND  
DAVIS MD  
35 SUNSET RD  
BLOOMINGTON IL 61701-2016

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61701>4087

RETURN TO SENDER





COMMUNITY DEVELOPMENT  
P.O. BOX 3157  
115 E. WASHINGTON ST.  
BLOOMINGTON, IL 61702-3157

I.R.

JEAN BARNETT  
119 RUTH RD  
BLOOMINGTON, IL 61701

CHAMPAIGN  
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COMMUNITY DEVELOPMENT  
P.O. BOX 3157  
115 E. WASHINGTON ST.  
BLOOMINGTON, IL 61702-3157

I.R.

MARION STOOPS  
2204 E JACKSON ST  
BLOOMINGTON, IL 61701

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STOOPS MARION  
1501 MERCY CREEK DR APT 210  
NORMAL IL 61761-9599  
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COMMUNITY DEVELOPMENT  
P.O. BOX 3157  
115 E. WASHINGTON ST.  
BLOOMINGTON, IL 61702-3157

*Rivera*

CHAMPAIGN  
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U.S. POSTAGE PITNEY BOWES  
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JERRY COX  
P O BOX 6011  
BLOOMINGTON, IL 61702

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61702>3157

POSTNET barcode



**AGENDA  
BLOOMINGTON ZONING BOARD OF APPEALS  
REGULAR MEETING  
CITY HALL COUNCIL CHAMBERS  
109 EAST OLIVE STREET; BLOOMINGTON, IL 61701  
WEDNESDAY, JUNE 20, 2018, AT 4:00 P.M.**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PUBLIC COMMENT**
- 4. MINUTES** Consideration, review and approval of Minutes from the May 16, 2018 meeting.
- 5. REGULAR AGENDA**
  - A. Z-12-18** Consideration, review and action of a petition submitted by Randy Walker for a variance to allow a reduction in rear yard setback at 303 Seville Rd. (Ward 8).
  - B. Z-14-18** Consideration, review and action of a petition submitted by Robert Datley for a variance to allow a reduction in number of parking spaces by 1 parking space at 802 N Main St. (Ward 6).
- 6. OTHER BUSINESS**
- 7. NEW BUSINESS**
  - A. Introduction of New Commission – Terry Ballantini
- 8. ADJOURNMENT**

**CITY OF BLOOMINGTON  
 REPORT FOR THE BOARD OF ZONING APPEALS  
 JUNE 20, 2018**

CASE NUMBER:	SUBJECT:	TYPE:	SUBMITTED BY:
Z-12-18	303 Seville Rd	Variance	Izzy Rivera, Assistant City Planner

**PETITIONER'S REQUEST:**

Section of Code: 44.6-40 Bulk Requirements

Type of Variance	Request	Required	Variation
Rear yard setback	24'	30'	6' decrease

<b>Project Description</b>	The petitioner is requesting the variance to allow for the construction of a screened porch.
<b>STAFF RECOMMENDATION:</b>	Staff determines the <b>petition does not meet</b> the Zoning Ordinance's standards required to grant a variance (4.13-4). <i>Staff recommends the Zoning Board of Appeals deny the variance for 303 Seville Rd to allow a reduction in the required rear yard setback from 30' to 24'.</i>



N Δ

**NOTICE**

The application has been filed in conformance with applicable procedural requirements and public notice was published in *The Pantagraph* on Monday, June 4, 2018.

**GENERAL INFORMATION**

Owner and Applicant: Randy Walker

**PROPERTY INFORMATION**

**Legal description**

FOURTH ADDN TO EAST GATE SUBN S56’ LOT 38 & N52’ LOT 39

Existing Zoning: R-1B, Medium Density Single-Family Residence District  
Existing Land Use: Single Family Home  
Property Size: Approximately 13,716 sqft (108’ X 127’)  
PIN: 21-02-353-011

**Surrounding Zoning and Land Uses**

Zoning

North: R-1B, Medium Density Single Family  
South: R-1B, Medium Density Single Family  
East: R-1B, Medium Density Single Family  
East: R-3A, Medium Density Multiple Family  
West: R-1B, Medium Density Single Family

Land Uses

North: Single family homes  
South: Single family homes  
East: Single family homes  
East: Apartments, multiple family homes  
West: Single family homes

**Analysis**

Submittals

This report is based on the following documents, which are on file with the Community Development Department:

- 1. Application for Special Use
- 2. Site Plan
- 3. Aerial photographs
- 4. Site visit

**PROJECT DESCRIPTION**

Pictured:  
303 Seville Rd



*Background*

The subject property is commonly known as 303 Seville Road and is located in the East Gate Subdivision. The property is located south of E Olive St and east of S Mercer Ave. The lot is approximately 107 feet wide, relatively flat, and larger for the R-1B zoning classification. The minimum lot size width for the R-1B zoning classification is seventy (70) feet. The average lot size width for the block on Seville Rd is 103 feet. The principle structure was built in 1955.

In Chapter 44, open porches and decks are considered permitted obstructions in the required rear yards (44.4-5G.4). However screened in structures would be considered additions that would become part of the principle structure and cannot encroach on the required rear yard. The subject property is larger, however is set back further on the lot leaving less room for larger additions in the rear yard.

*Project Description:* The petitioner would like to add a screened in porch 15' X 16' (240 sq ft), directly outside the sliding patio door leading into the home. The proposed porch would be behind the home and not visible from the street. The porch would include a roof line coming off the principle structure, thus resulting in the expansion of the current home's footprint. The petitioner is requesting the variance to create a smaller rear yard. The code requires a thirty (30) feet rear yard setbacks measured from the principal structure to the lot line. The petitioner is requesting a six (6) foot decrease in the required rear yard setback from thirty (30) feet to twenty four (24) feet.

The petitioner would like to avoid moving the porch to a different area of the home and not have to install another door, as he would like to have access from the porch to the home. He would also like to place furniture in the porch which needs more space.

The following is a summary of the requested variations:

**Applicable Code Sections:**

---

Section of Code: 44.6-40 Bulk Requirements

Type of Variance	Request	Required	Variation
Rear yard setback	24'	30'	6' reduction

---

**Analysis**

**Variations from Zoning Ordinance**

The petitioner is requesting a six (6) ft decrease in the required rear yard setback for the R-1B, Medium Density Single Family Residence District, in order to construct an enclosed porch, resulting in an addition to the principle structure.

The Zoning Board of Appeals may grant variances only in specific instances where there would be practical difficulties or particular hardships in carrying out strict adherence to the Code. Staff's findings of fact are presented below. It is incumbent on each Zoning Board of Appeals member to interpret and judge the case based on the evidence presented and each of the Findings of Fact.

## FINDINGS OF FACT

The petitioner has outlined the request for variation in the attached narrative and drawings. The Zoning Ordinance requires that the petition meet the findings of fact as outlined below.

**That the property has physical characteristics that pose unreasonable challenges which make strict adherence to the Code difficult; and** the subject property is larger than the minimum requirements, and following the neighborhood character, is set back further on the lot with a larger front yard setback. The location where the petitioner would like to place the addition has a setback of 39 feet. The petitioner could have 9 feet of depth for a porch without needing a variance. The property complies with all of the other bulk requirements of the code. The standard is not met.

**That the variances would be the minimum action necessary to afford relief to the applicant; and** the petitioner proposes a structure that has 15 feet of depth, if the porch was widened, and shortened there would be no need for a variance. The petitioner could also move the porch from its proposed location, to a location where there is more space. The proposed structure would encroach the neighboring properties to the west. The Zoning Ordinance outlines rear yard setbacks in order to protect the community and other residents from obstructing views, light and air, and to control density. The standard is not met.

**That the special conditions and circumstances were not created by any action of the applicant; and** the neighborhood consists of single-family homes situated on similar, larger lots. This gives the petitioner the room to create a porch of reasonable size. The size of the porch the petitioner is requesting is larger than a standard room size and could be reduced in order to avoid a variance. The variance request is directly related to petitioners desire to have the enclosed porch be a specific size and to have room for larger furniture. The petitioner is able to make reasonable use of the property as it exists. The standard is not met.

**That granting the variation request will not give the applicant any special privilege that is denied to others by the Code; and** the neighborhood consists of various enclosed porches or accessory structures only visible from aerial photography. The petitioner is able to have an enclosed porch by reducing the depth. By granting a variance to reduce the rear yard and approve a larger addition, special privilege could be given to the applicant. The standard is not met.

**That the granting of the variation will not be detrimental to the public welfare, alter the essential character of the neighborhood, nor unreasonably impair the use of development of adjoining properties.** Other properties with accessory structure or enclosed porches are able to maintain the required rear yard setbacks. The petitioner would also be permitted to build an enclosed porch by reducing the depth of the porch and staying outside of the required rear yard setback. The Code's bulk regulations are there to maintain open and green spaces and protect views and air circulation. The public welfare is dependent on maintaining these provisions. The standard is not met.

## STAFF RECOMMENDATION:

*Staff recommends the Zoning Board of Appeals deny the variance for 303 Seville Rd to allow a reduction in the required rear yard setback from 30' to 24'.*

Respectfully submitted,

Izzy Rivera  
Assistant City Planner

Attachments:

- Variance Application
- Petitioner Statement of Findings of Fact
- Site Plan
- Aerial Map
- Zoning Map
- Newspaper notice and neighborhood notice
- List of notified property owners



# City of Bloomington Zoning Board of Appeals

June 20, 2018

## Regular Agenda

	CASE #	ADDRESS	DESCRIPTION	REQUEST
A	Z-12-18	303 Seville Rd	Reduction in rear yard setback	6ft reduction
B	Z-13-18	802 N Main	Reduction in required number of parking spaces	1 spot reduction

## General Purpose & Intent

### ZONING

- Promote Comprehensive Plan
- Promote Orderly Development throughout the City
- Sound Planning Policies
- Protect from incompatible and detrimental land uses
- Protect public and private interests
- Promote health, safety, welfare, protect cultural resources and environment
- Facilitate public involvement in planning of private land uses w/potential significant impact



### Board Considerations :

Visual Impacts  
Property Values  
Neighborhood  
Character/Integrity  
Public and Private Interests  
Due Process



## Staff Recommendation

303 Seville Road

Z-12-18	6 ft reduction in required rear yard setback	No
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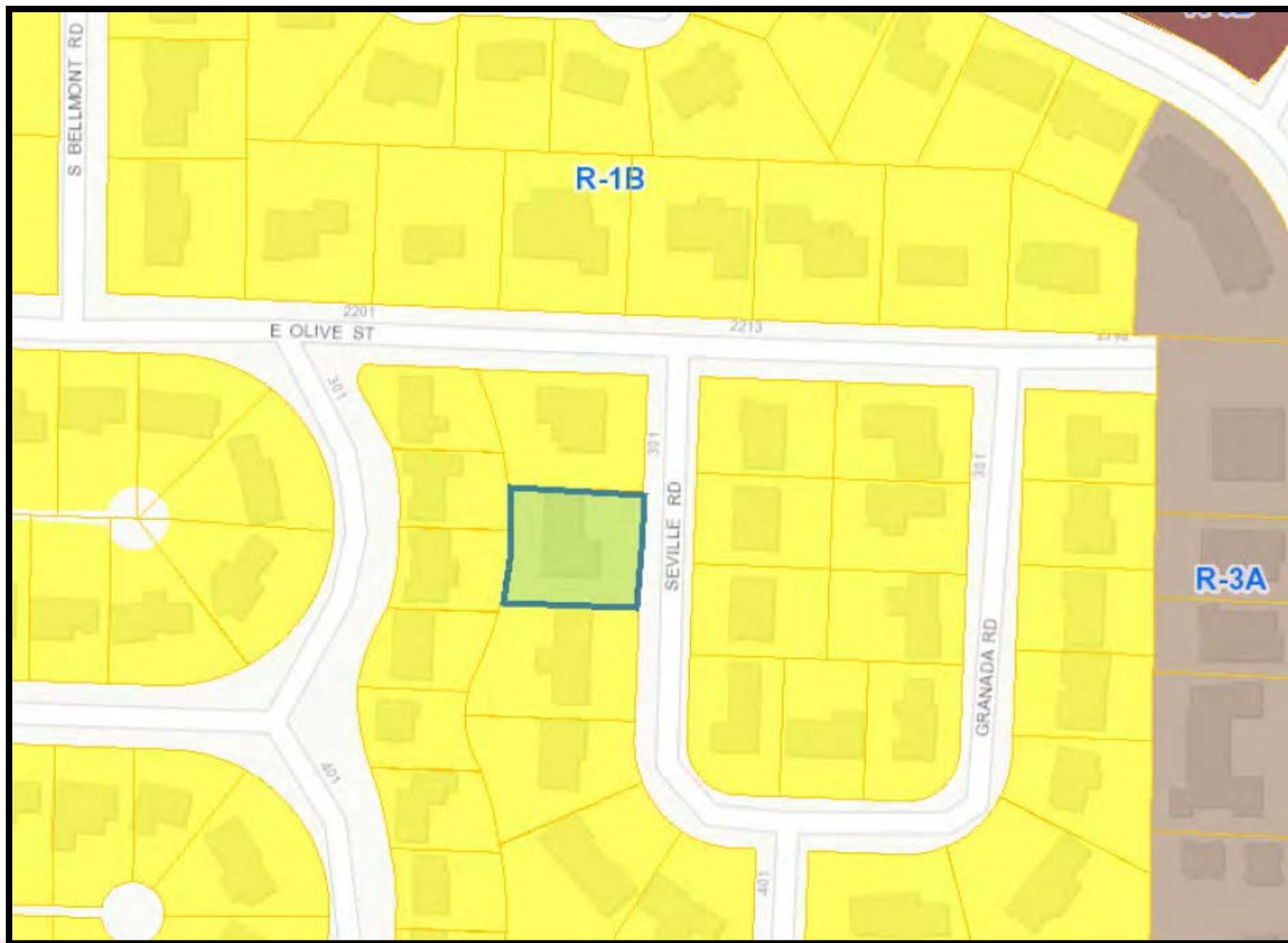
Z-12-18  
303 Seville Rd.  
Rear yard variance-6ft reduction

# Site



Z-12-18  
303 Seville Rd.  
Rear yard variance-6ft reduction

# Zoning View



R-1B: Medium Density  
Single-Family Residence  
District

Z-12-18  
303 Seville Rd.  
Rear yard variance-6ft reduction

# Aerial View



Z-12-18  
303 Seville Rd.  
Rear yard variance-6ft reduction

# Surrounding Uses

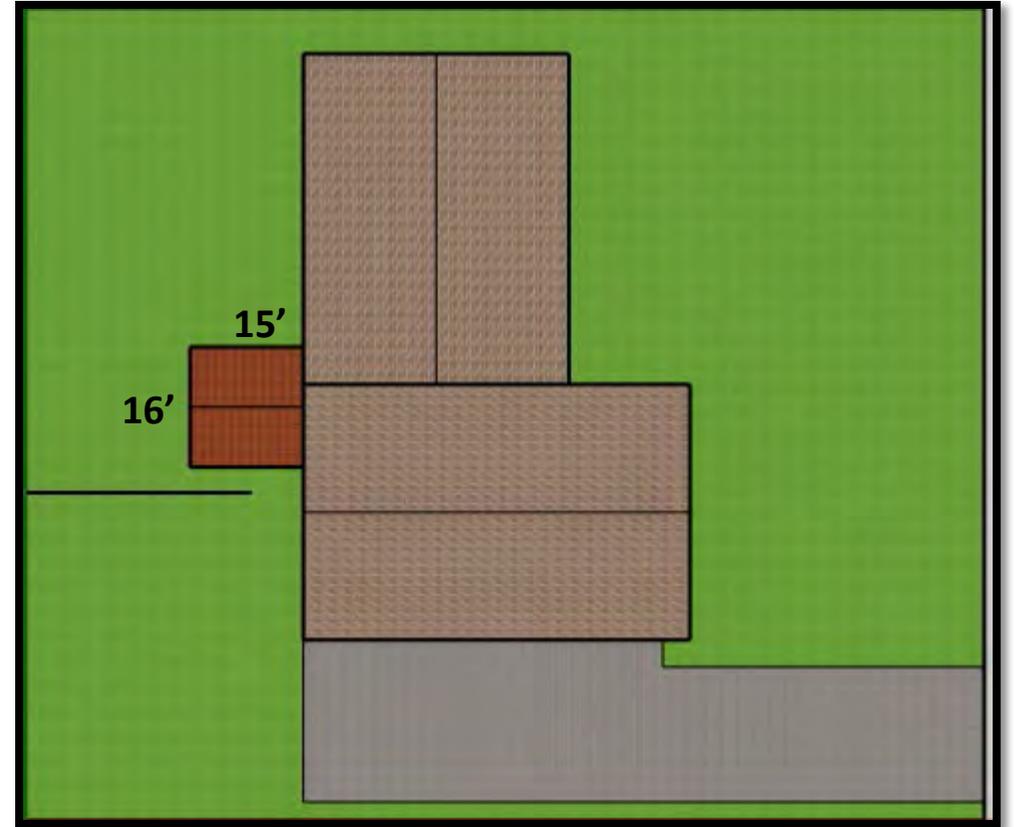
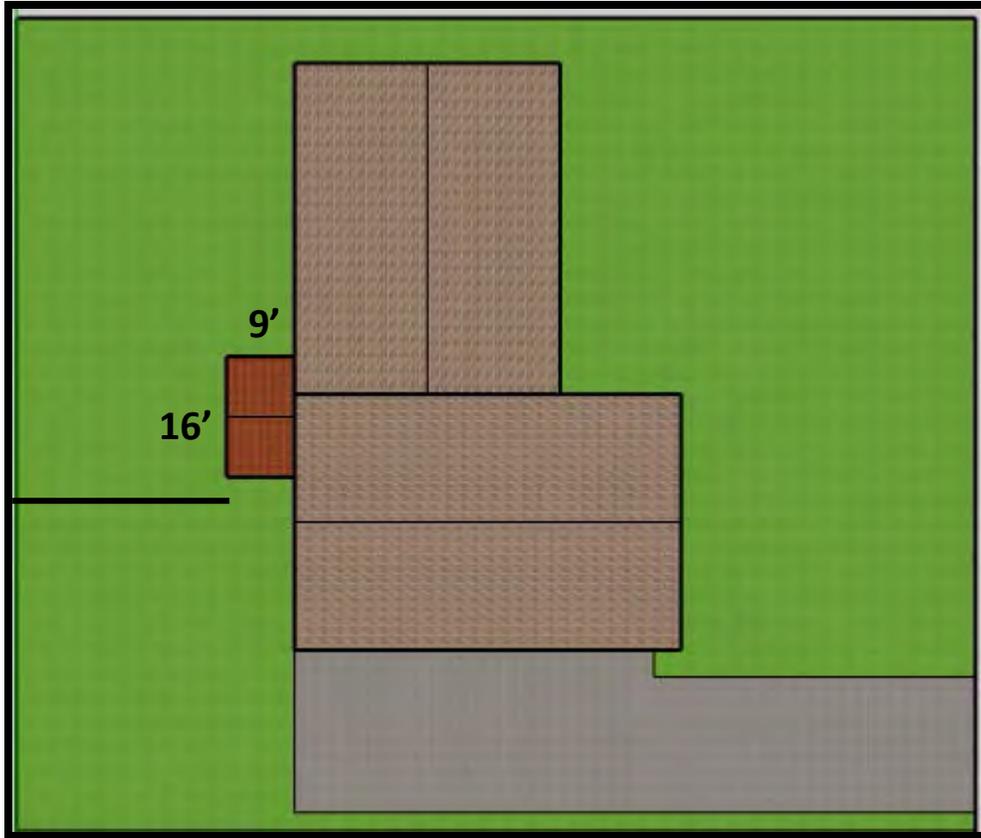


Single Family Homes

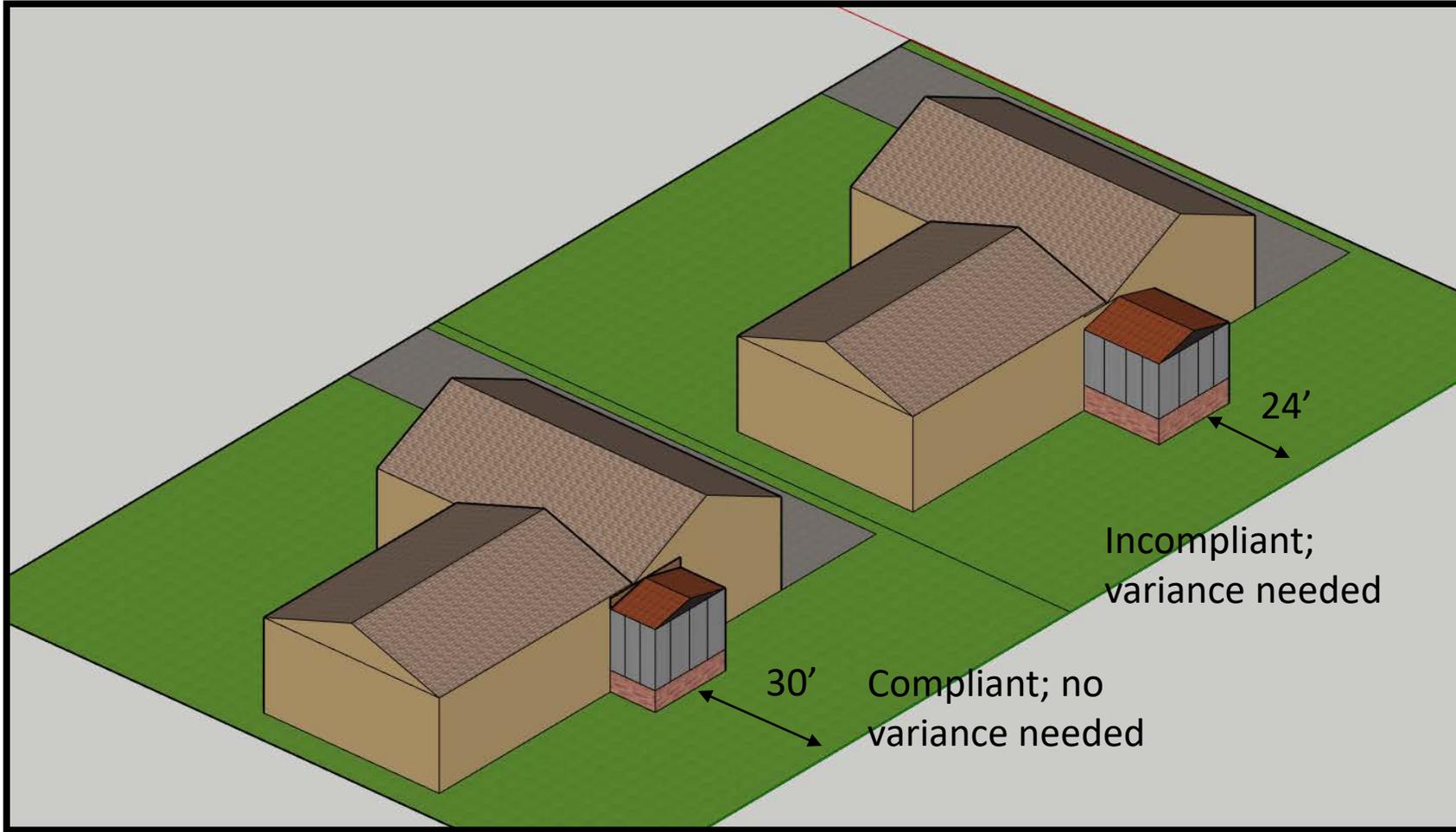
Z-12-18  
303 Seville Rd.  
Rear yard variance-6ft reduction



# Project Description



# Project Description



Covered and enclosed  
Views  
Air  
Encroachment

Z-12-18  
303 Seville Rd.  
Rear yard variance-6ft reduction

# Zoning Code

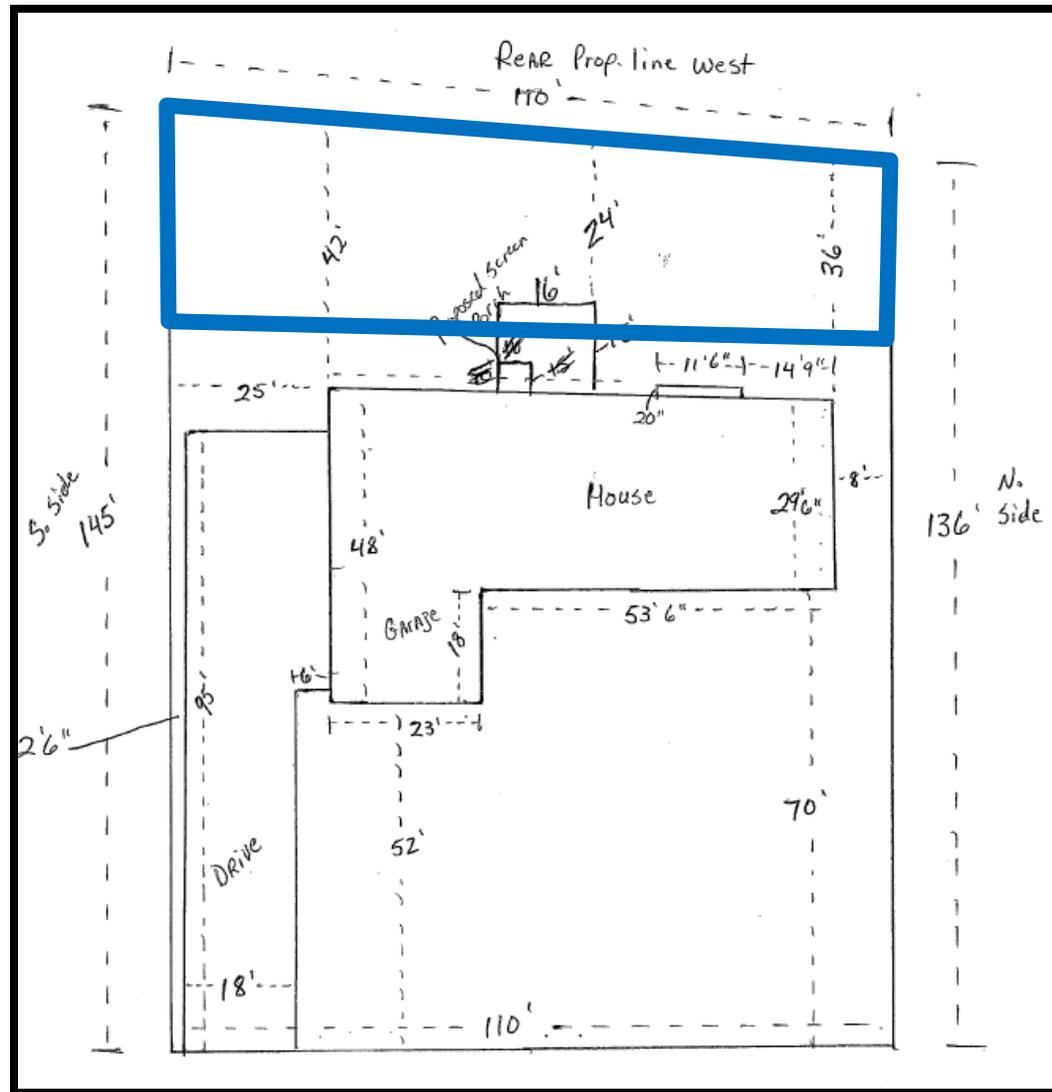
## 44.4-5 G: Permitted Obstructions in Required Rear Yards:

Balconies and open porches

## 44.6-40: Required Rear Yard for R-1B:

30 Ft

\*Additions must stay out of the required rear yard and meet the bulk regulations



Variance- Key Findings of Fact.

Standard	Analysis
Physical Characteristics of the Property	The property complies with all bulk requirements and does not have physical characteristics that make adherence to the code difficult. The petitioner could have a porch with 9 ft of depth without requiring a variance. <b>The standard is not met.</b>
Minimum action necessary	There are other options available to the petitioner, reduce the size and location of the porch. <b>The standard is not met.</b>
Circumstances not created by petitioner	The need for a variance is directly related to the petitioner's desire to have a specific size and location for the porch. The petitioner is able to make reasonable use of the property as it exists. <b>The standard is not met.</b>
Variance will NOT give special privilege to petitioner	By reducing the size of the rear yard and approving a larger addition, special privilege could be perceived considering other options are available. <b>The standard is not met.</b>
Not detrimental to public welfare	Bulk regulations maintain open and green spaces, and protect views and circulations. The public welfare depends on the enforcement of these provisions. <b>The standard is not met.</b>



## Staff Recommendation

303 Seville Road

Z-12-18	6 ft reduction in required rear yard setback	No
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**MINUTES**  
**BLOOMINGTON ZONING BOARD OF APPEALS**  
**REGULAR MEETING - 4:00 P.M.**  
**WEDNESDAY, JUNE 20, 2018**  
**COUNCIL CHAMBERS, CITY HALL**  
**109 EAST OLIVE STREET**  
**BLOOMINGTON, ILLINOIS**

Members present: Ms. Barbara Meek, Mr. Robert Schultz, Mr. Jeff Brown, Mr. Terry Ballantini, and Chairman Tristan Bullington

Members absent: Ms. Victoria Harris and Mr. Richard Veitengruber

Also present: Mr. George Boyle, Assistant Corporation Counsel  
Mr. Bob Mahrt, Community Development Director  
Ms. Katie Simpson, City Planner  
Ms. Izzy Rivera, Assistant City Planner

Chairman Bullington called the meeting to order at 4:00 p.m. Ms. Simpson called the roll; with four members present, the Zoning Board of Appeals established a quorum.

**PUBLIC COMMENT:** None.

**MINUTES:** The Zoning Board of Appeals reviewed the May 16, 2018 regular meeting minutes.

Mr. Brown motioned to approve the minutes, seconded by Ms. Meek. The Board approved the minutes by voice vote, 5-0.

**REGULAR AGENDA:**

**Z-14-18 Consideration, review and action of a petition submitted by Robert Datley for a variance to allow a reduction in number of parking spaces by 1 parking space at 802 N Main St. (Ward 6).**

Chairman Bullington introduced the case and swore in the petitioner, Mr. Robert Datley, 1209 E White Oak Road Mahomet, IL 61853. Mr. Datley stated he was present for his office and Group 2029. He stated the president of Group 2029 is a resident of Bloomington. They went through a search to find the right location for this project. Initially the site had 32 parking spaces, eventually losing some in order to address staff concerns. Mr. Datley stated the site will provide 29 parking spaces, a reduction of 1 from the minimum necessary. This will allow the site to accommodate for City staff request of one way traffic from Chestnut St. going north. This layout requires angled parking, losing 2 parking spaces. He stated Group 2029 has opened new stores in the last year in Urbana, IL and Peoria, IL with parking lots containing 28 and 27 parking spaces, without issue.

Ms. Simpson presented the staff report and the favorable recommendation for the variance. She provided pictures of the subject property, the surrounding properties and an aerial view of the neighborhood as well as the zoning view. The site was previously a gas station, and a restaurant is a permitted use. The property when combined with the adjacent parcel will have 3 frontages. This would require 12 feet of landscaping around it where there is a parking lot. There are some constraints for circulation on the site due to the one way state route.

The project would involve both parcels: 802 N main and the adjacent lot. The variance is located on 802 N Main. The adjacent lot would comply with the code as being presented.

The proposed changes will eliminate entrances on Chestnut, which staff feels would make the surrounding area safer. The entrance that will be eliminated is close to the intersection on Chestnut St. This could cause some congestions and other circulation issues. Staff supports closing this entrance and moving it further west, as well as allowing entrance and exits to the north on to the one way street. Having the one way on Chestnut would reduce congestion and keep cars from backing up into the turn lane and state route. The site plan has been reviewed multiple times and the petitioner has incorporated staff comments.

Staff was concerned with 90 degree parking causing entrance confusion, circulation issues and backup on to the state route. The one way entrance is preferred and the angled parking to denote one way entrance only. Green space would also be lost and some of the landscaping setback. The landscaping setback is very helpful, acting as a buffer between the entrance and the sidewalk. A 12 foot landscaping setback is required. Ms. Simpson provided staff's analysis of the standards for a variance and determined the petition meets the factors.

No one spoke in favor of the petition. No one spoke in opposition to the petition. Chairman Bullington declared the evidentiary hearing closed.

Chairman Bullington requested the Board establish a finding of fact. Mr. Schultz motioned to adopt the City's findings as fact for all factors. Seconded by Chairman Bullington.

Chairman Bullington explained a vote of "yes" would adopt the City's findings of fact as to the six factors. The motion was approved 5-0 with the following votes cast in favor on roll call: Mr. Brown—yes; Mr. Ballantini—yes; Ms. Meek—yes; Mr. Schultz—yes; Chairman Bullington—yes.

Chairman Bullington requested the Board vote in favor or against the petition for a variance, case Z-14-18. The Variance was approved unanimously, 5-0, with the following votes called: Mr. Brown—yes; Mr. Ballantini—yes; Ms. Meek—yes; Mr. Schultz—yes; Chairman Bullington—yes.

**Z-12-18 Consideration, review and action of a petition submitted by Randy Walker for a variance to allow a reduction in rear yard setback at 303 Seville Rd. (Ward 8).**

Mr. Schultz recused himself from the proceedings. Chairman Bullington noted for the record that Mr. Schultz recued himself and would be leaving.

Chairman Bullington introduced the case and swore in the petitioner, Mr. Randy Walker, 303 Seville Rd Bloomington, IL. Mr. Walker stated he purchased the property 2 years ago, the house was in need of many repairs and updates. He is in the remodeling business for the last

20 years and has made significant improvements to the home. Mr. Walker has noticed that home owners in the neighborhood take pride in their properties and there have been many improvement and updates going on such as new driveways and roofs. Mr. Walker stated the house is set back too far into the lot. The rear lot line is curved and there are areas where the lot line is closer to the home than in other areas. He would like to add a 15 foot porch on the back on the home encroaching 6 feet into the rear yard. He stated he could build a porch in the back without a variance but the porch would be smaller, or make the porch longer. However there are no other areas in the rear that would permit development. The porch in the front yard would not be an asset. The neighborhood is in favor of his porch, some have come to him and extended their support. Mr. Walker stated the neighbor to the rear, would be most affected, but they are renters and are always moving in and out. There is also a row of 15 tall arborvitae which create more screening. The neighborhood is established with big trees and brush. Mr. Walker stated the porch would not impact the neighborhood visually. Mr. Walker listed the various things that could be placed in his rear yard which would cause more impacts than a screened in porch. He stated the screened in porch would not impact views, the screens are a nice feature, improve quality of life and protect from mosquitos. Mr. Walker stated the Town of Normal allows screened in porches with encroachment of 10 feet without a variance. He asked the Board to grant his variance.

Mr. Ballantini asked if Mr. Walker had spoken with the renters to the rear of his property. He stated he has not and that the renters have been there since spring.

Chairman Bullington stated the Board will look at 5 factors. He asked Mr. Walker what physical characteristics his property has that would make strict adherence to the code difficult.

Mr. Walker stated there are a few, the house is set further back on the lot with larger front yard, the curve in the rear lot line changes the amount of space he has, making the porch smaller with a roofline would impact the location of the chimney.

Chairman Bullington wanted clarification on what the lot in itself has that does not allow Mr. Walker to follow the code. Mr. Walker agreed that the one characteristic would be the curved rear lot line.

Chairman Bullington stated the reason Mr. Walker needed a variance was because the porch will have a roof. Roofs no longer make the porch open. Open porches are permitted in the rear yard.

Mr. Walker stated he was given wrong information about what an open porch meant, he was told as long as the porch did not have a screen it would still be an open porch. There are various interpretations of open porches.

Chairman Bullington stated the information given to the Board by the petitioner is that the petitioner is able to have a porch in the rear yard and be in compliance, and he has the option to place a porch in the front yard. Chairman Bullington stated this variance would then not be the minimum action necessary.

Mr. Walker stated he could place a porch in the front yard but he does not know the setbacks exactly.

Mr. Ballantini asked why the petitioner cannot go wider with the porch. Mr. Walker stated there is a masonry chimney that would interfere with any development.

Chairman Bullington asked if anyone would like to speak in favor or against case Z-12-18.

Chairman Bullington swore in Ms. Jessica Alvarado, 309 Seville Rd. Bloomington, IL. Ms. Alvarado stated the home was in bad shape when Mr. Walker purchased it. She stated Mr. Walker has done work to the home, and has been a leader in the neighborhood for improvements. She stated the house is now an example and one of the nicest home, improving the value of the homes in the neighborhood. Ms. Alvarado is supporting the petitioner and came to the hearing to be able to voice her opinion. Mr. Walker's improvements are not tacky and fit really well into the neighborhood.

Ms. Rivera presented the staff report and the recommendation to deny the request for variances. Ms. Rivera provided pictures of the subject property, the surrounding properties and an aerial view of the neighborhood as well as the zoning view. She stated the lots in this area are larger than usual. The curved line gives the petitioner 3 feet less in the location where he would like to place the porch. Ms. Rivera provided a basic sketch up model to show encroachment in the rear yard. The petitioner is proposing an addition.

Ms. Rivera provided staff's analysis of the standards for a variance and determined the petition does not meet the factors. The site does not have characteristics that make adherence to the code difficult, the petitioner is able to use the property as is. There are other alternatives as well. The variance is directly related to the size the petitioner wants and furniture he would like to place in the porch. For these reason staff made a recommendation to deny the request for the variance.

Chairman Bullington declared the evidentiary hearing closed.

Chairman Bullington requested the Board establish a finding of fact for case Z-12-18. He explained the Board will take a position on each factor and state if the factor is "met" or "not met". Ms. Simpson called each factor and performed a roll call vote for each factor. The Board determined that case Z-12-18 did not meet the factors for a variance (44.13-4D) with the following votes cast:

*Factor 1.* Mr. Brown—not met; Mr. Ballantini—not met; Ms. Meek—not met; Chairman Bullington—not met.

*Factor 2.* Mr. Brown—not met; Mr. Ballantini—not met; Ms. Meek—not met; Chairman Bullington—not met.

*Factor 3.* Mr. Brown—not met; Mr. Ballantini—not met; Ms. Meek—not met; Chairman Bullington—not met.

*Factor 4.* Mr. Brown—not met; Mr. Ballantini—not met; Ms. Meek—not met; Chairman Bullington—not met.

*Factor 5.* Mr. Brown—met; Mr. Ballantini—met; Ms. Meek—met; Chairman Bullington—met.

Chairman Bullington requested the Board vote in favor or against the petition for a variance, a vote of “yes” is to grant the variance and a vote of “no” is to deny the variance. The variance was denied unanimously, 4-0 with the following votes cast against: Mr. Brown—no; Mr. Ballantini—no; Ms. Meek—no; Chairman Bullington—no.

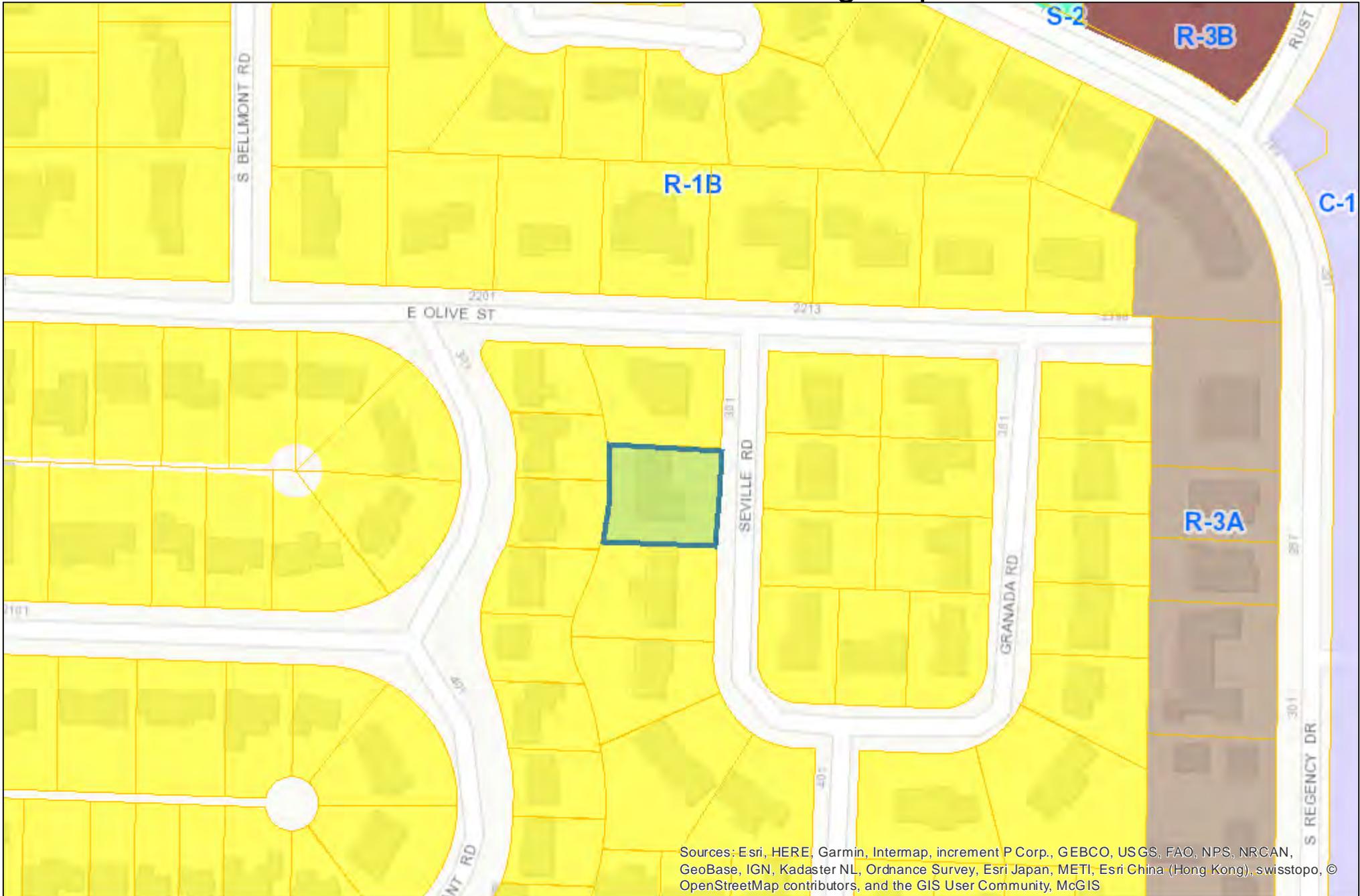
**NEW BUSINESS:** Chairman Bullington welcomed Terry Ballantini to the Board. Mr. Ballantini introduced himself and stated he has been a resident on Bloomington for 9 years. He along with his wife own and run a business in the community.

**ADJOURNMENT**

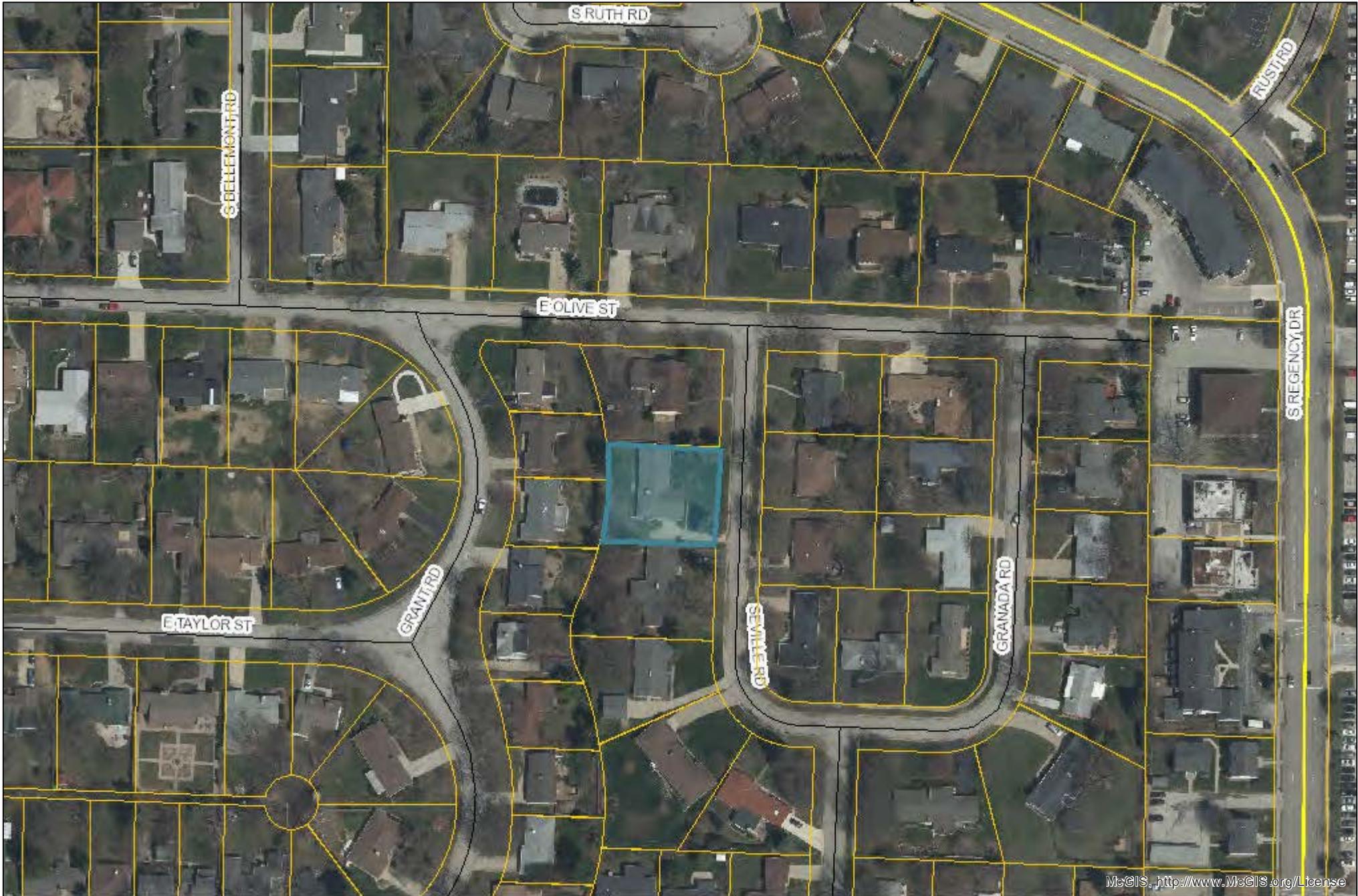
Ms. Meek motioned to adjourn. Seconded by Mr. Brown. The motion was approved by voice vote. The meeting adjourned at 4:53 p.m.

Respectfully Submitted,  
Izzy Rivera  
Assistant City Planner

# 303 Seville Rd Zoning Map



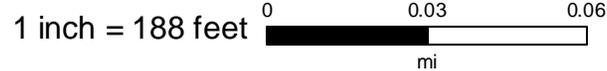
# 303 Seville Rd Aerial Map



McGIS, <http://www.McGIS.org/License>



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



**City of Bloomington**  
**Zoning Board of Appeals**  
**Notice of Decision**

Case Number: **Z-12-18**

Petitioners: Randy Walker

Subject: Request for variance to allow a six (6) foot reduction in the rear yard setback in the R-1B District.

A public hearing was held on said petition on June 20, 2018

**Finding of Facts**

1. The Zoning Board of Appeals established the following findings:
  - (a) The subject property has no physical characteristics that pose unreasonable hardship making strict adherence to the code difficult.
  - (b) The requested variance would not be the minimum action necessary to afford relief to the petitioner. The petitioner could change the size, style, and location of the porch to adhere to the code requirements.
  - (c) Conditions and special circumstances giving rise to the request for the variance were created by the petitioner and the desire to have a specific sized porch and be able to place specific furniture within. The petitioner is able to make reasonable use of the property as it exists without requiring variation from the ordinance.
  - (d) Granting the variation request would give the petitioner a special privilege denied to the others.
  - (e) Granting the request for variation would not affect public welfare.
6. The Zoning Board of Appeals findings are consistent with the staff recommendation.
7. The Board denied the variance by a vote of 4-0.

**Decision**

Wherefore, the Zoning Board of Appeals hereby denied the request for variance.

**Appeal**

The Petitioner is eligible for an appeal to the City Council. Bloomington City Code provides that when a Petition for Variance is rejected by the Zoning Board of Appeals by the vote of less than 5 members, the Petitioner may appeal to the City Council. To receive consideration by the Council, the Petitioner must file with the City Clerk a "Notice of Appeal" in substantially the form set forth below within 10 working days from the date of service of this Notice of Decision.

Notice of Appeal

I, the undersigned, have requested and made application for a variation. Less than five (5) members of the Board of Zoning Appeals concurred in the action which rejected my application. I, therefore, request that the City Council review the record of the administrative hearing conducted by the Board of Zoning Appeals and make a final administrative determination thereon.

(Signature) \_\_\_\_\_

**Reapplication**

No application for variation which has been denied wholly or in part by the Board or Council shall be submitted for a period of one (1) year from the date of said order of denial, except on grounds of new evidence or proof of change in conditions found to be valid by the Board of Zoning Appeals.

Dated this 21<sup>st</sup> day of June, 2018.

  
\_\_\_\_\_  
Katie Simpson  
Zoning Board of Appeals Secretary

**Appeal**

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(Signature) Randy Walker

**Reapplication**

No application for variation which has been denied wholly or in part by the Board or Council shall be submitted for a period of one (1) year from the date of said order of denial, except on grounds of new evidence or proof of change in conditions found to be valid by the Board of Zoning Appeals.

Dated this 21<sup>st</sup> day of June, 2018.

Katie Simpson  
Katie Simpson  
Zoning Board of Appeals Secretary

JUN 29 2018



## REGULAR AGENDA ITEM NO. 8B

FOR COUNCIL: August 13, 2018

**SPONSORING DEPARTMENT:** Public Works / Community Development – Office of Economic Development

**SUBJECT:** Consideration of a Resolution designating and authorizing the project to reconfigure and resurface Front Street from Madison Street to Center Street, as a Redevelopment Project, in the Downtown-Southwest Redevelopment Project Area, at an estimated cost of \$250,000, as requested by the Public Works Department and the Community Development Department’s Office of Economic Development.

**RECOMMENDATION/MOTION:** The Resolution designating and authorizing a Redevelopment Project in the Downtown-Southwest Redevelopment Project Area be approved, at an estimated cost of \$250,000, and the Mayor and City Clerk be authorized to execute the necessary documents.

**STRATEGIC PLAN LINK:** Goal 2. Upgrade City Infrastructure and Facilities; Goal 3. Grow the Local Economy; Goal 4: Strong Neighborhoods; Goal 5. Great Place – Livable, Sustainable City. Goal 6. Prosperous Downtown Bloomington.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 2a. Better quality roads and sidewalks; Objective 3a. Retention and growth of current local businesses; Objective 3b. Attraction of new-targeted businesses that are the “right” fit for Bloomington; Objective 3c. Revitalization of older commercial homes; Objective 3d. Expanded retail businesses; Objective 3e. Strong working relationship among the City, businesses, economic development organizations. Objective 4c. Preservation of property/home valuations; Objective 4d. Improved neighborhood infrastructure; Objective 5b. City decisions consistent with plans and policies; Objective 5c. Incorporation of “Green Sustainable” concepts into City’s development and plans; Objective 5e. More attractive city: commercial areas and neighborhoods; Objective 6a. More beautiful, clean Downtown area; Objective 6b. Downtown Vision and Plan used to guide development, redevelopment and investments; Objective 6c. Downtown becoming a community and regional destination.

**BACKGROUND:** Staff recommends designating a portion of the upcoming road and sidewalk project on Front Street as a Redevelopment Project to enable the use of future TIF property tax increment (when available) to reimburse the City’s Capital Improvement Fund for sidewalk and street maintenance to cover the cost of the proposed roadwork, which includes reconfiguring, resurfacing, and making other improvements.

The Public Works Department is planning road and sidewalk work on Front Street between East Street and Madison Street as part of the 2018 citywide resurfacing contract. A portion of this project lies within the boundaries of the Downtown-Southwest TIF District. The City Council

established this TIF District on October 24, 2016. The Downtown-Southwest TIF District includes commercial properties along Madison Street and Washington Street in downtown Bloomington. The Downtown-Southwest Redevelopment Project Area is intended to induce development interest within this area and make improvements to public infrastructure.

The proposed project qualifies as a TIF eligible public works project under the TIF Act and would further the objectives outlined in the Redevelopment Plan for the Area including specifically, the Plan’s objective to “Provide for safe and efficient traffic circulation within the Area.” The project is summarized below and in the attached map.

Sidewalk Improvements	\$120,000.00
Pavement Resurfacing Improvements	\$ 75,000.00
Street Lighting Work and Traffic Signal Removal	\$ 25,000.00
Wires, Poles, and Other Expenses	\$ 30,000.00
<hr/>	
<b>TOTAL</b>	<b>\$250,000.00</b>

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

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** In accordance with the City’s Guidelines for the Utilization of Tax Increment Financing (Resolution 2018-38, June 25, 2018), the Taxing Districts were provided with a draft copy of this agenda item.

The City of Bloomington Bicycle Master Plan, which included significant public input and recommended the proposed improvements to Front Street, was adopted by the City Council on May 11, 2015. The City Council held a Public Hearing on the Downtown-Southwest Redevelopment Plan on October 10, 2016.

In order to evaluate the potential changes and their possible impacts to pedestrian, vehicular and bus traffic, the Department of Public Works temporarily disabled the traffic signals and installed barricades mimicking the new curb lines along Front Street, from Madison Street to East Street June 13, 2018 through June 15, 2018. This test-run allowed Staff to monitor the proposed changes for compatibility with the transfer area buses, delivery trucks, and higher car volumes using the Lincoln parking deck. While minor adjustments are being made, the test showed positive results. Vehicles were still able to negotiate adequately, and pedestrians were able to cross easily.

Staff held a Public Open House for the project on Tuesday June 19, 2018 prior to discussion of the project at the Transportation Commission Meeting immediately following. Public feedback for the proposed changes was generally positive, as were comments provided by the Transportation Commission.

**FINANCIAL IMPACT:** The City’s street resurfacing and sidewalk contracts are both Capital Improvement Fund-Street Construction account expenses (40100100-72530). Stakeholders can locate information related to the Resurfacing and Sidewalk Programs in the FY 2019 Adopted

Budget Book titled “Other Funds & Capital Improvements” on pages 78, 243, 259, 270, 271, 274 and 275. The portion of the project within the TIF District is estimated to cost approximately \$250,000. This project qualifies for TIF reimbursement, once TIF funds accumulate in the Downtown-Southwest TIF Fund.

Reimbursement from the TIF Fund will only be possible if the Council approves the recommended Resolution to designate this project as Redevelopment Project prior to commencing work on the project. Reimbursement from the TIF Fund in the future will permit the City to make further investments in City infrastructure in the TIF Area and citywide. If the City Council does not adopt the proposed Resolution, the project could still proceed, as the street proposed to be resurfaced is in poor condition. However, the costs of the project will not be eligible for reimbursement from the TIF Fund.

**COMMUNITY DEVELOPMENT IMPACT:** The Neighborhoods, Utilities, Transportation, and Downtown chapters of the City’s Comprehensive Plan 2035 (Adopted August 24, 2015) includes multiple goals and objectives related to infrastructure maintenance and redevelopment projects in Downtown Bloomington:

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

N-1.1 Enhance the livability of all Bloomington neighborhoods

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

UEW-1.1 Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs.

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

***TAQ-1 A safe and efficient network of streets, bicycle- pedestrian facilities and other infrastructure to serve users in any surface transportation mode***

TAQ-1.1 Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system

TAQ-1.2 Data-driven transportation infrastructure policy and management

TAQ-1.4 Pedestrian safety for users of all transportation facilities with a Sidewalk Master Plan, and sidewalk system that provides safe access throughout the transportation network

TAQ-1.5 Plan for appropriate and safe access to major surface transportation facilities, including arterial and collector streets.

TAQ-1.6 A transportation network that facilitates prompt emergency response and management

***D-3 Protect Downtown’s historic character and encourage appropriate new development***

D-3.1 Protect the scale and character of historic Downtown and provide appropriate parameters for new development that complements its historic character

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

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

D-5.3 Enhance the public transit access to Downtown

The proposed project is located in the Downtown-Southwest Redevelopment Project Area (TIF District) which was established by the City Council on October 24, 2016. The objectives of the Redevelopment Plan for this TIF District are to:

1. Reduce or eliminate those conditions that qualify the Area as eligible for tax increment financing by carrying out the Redevelopment Plan.
2. Prevent the recurrence of blighting conditions.
3. Enhance the real estate tax base for the City and all overlapping taxing districts through the implementation and completion of the activities identified herein.
4. Encourage and assist private investment in the redevelopment of the Area through the provision of financial assistance as permitted by the TIF Act.
5. Provide for safe and efficient traffic circulation within the Area.
6. Complete all public and private actions required in this Redevelopment Plan in an expeditious manner.

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY**

**CONSTRUCTION:** N/A

Respectfully submitted for Council consideration.

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

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

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

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

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason  
City Manager

**Attachments:**

- Resolution
- Exhibit A
- Supporting Document

**RESOLUTION NO. 2018 - \_\_\_\_**

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

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

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

**WHEREAS**, on October 24, 2016, the Corporate Authorities by Ordinance Nos. 2016-114, 2016-115, and 2016-116, approved a Tax Increment Financing Redevelopment Plan for the Downtown-Southwest Redevelopment Project Area (the “*Redevelopment Plan*”); designated the Downtown-Southwest Redevelopment Project Area as a “redevelopment project area” under the TIF Act (the “*Project Area*”); and, adopted tax increment financing for the Redevelopment Project Area; and,

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

**WHEREAS**, the City intends to resurface and make improvements to portions of Front Street within the Project Area shown on “Exhibit A” at an estimated cost of \$250,000, which proposal has been reviewed by the Corporate Authorities and has been deemed to be a project in furtherance of the Redevelopment Plan; and, therefore, is prepared to authorize the City Manager to proceed to undertake these improvements in accordance with the procedures mandated by the City Code.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Bloomington, McLean County, Illinois, that the proposed resurfacing and improvements to Front Street within the Downtown-Southwest Redevelopment Project Area in the areas shown on “Exhibit A” are hereby approved and the City Manager and staff are hereby directed to proceed with this project as a Redevelopment Projects furtherance of the Redevelopment Plan for the Downtown-Southwest Redevelopment Project Area.

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

**PASSED** this 13th day of August 2018.

**APPROVED** this \_\_\_\_ day of August 2018

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

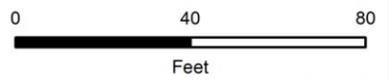
**APPROVED:**

**ATTEST:**

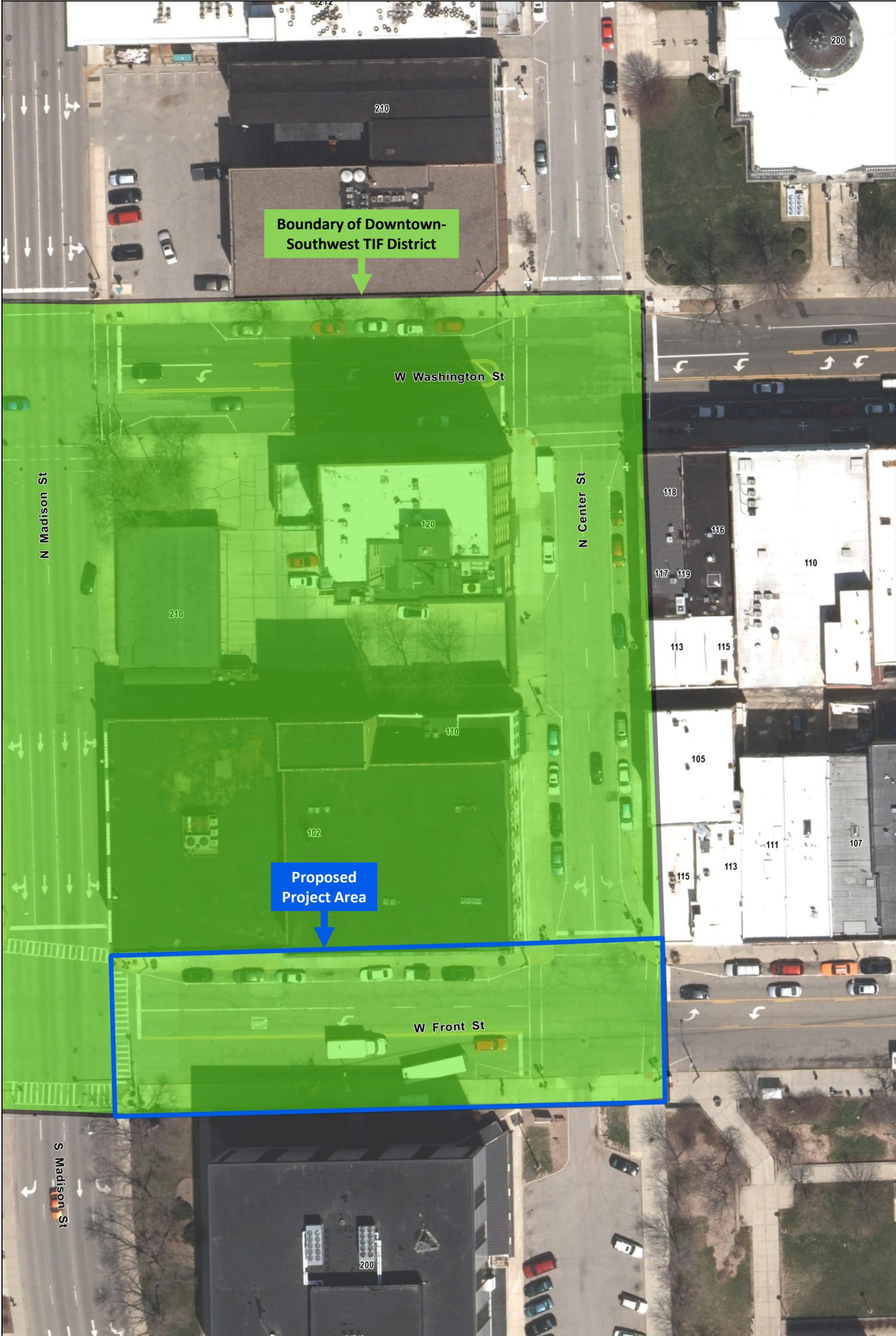
\_\_\_\_\_  
Tari Renner, Mayor

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

# Exhibit A Front Street Proposed Project Area



Date: 7/30/2018



# MEMORANDUM

TO: Mayor and Alderman  
FROM: Jim Karch, PE MPA, Director of Public Works  
DATE: July 20, 2018  
RE: Front Street Improvements – East Street to Madison Street

## **EXECUTIVE SUMMARY:**

In consideration of removing the traffic signals on Front Street at Main Street and at Center Street, Public Works is moving forward with modifications to the section of Front Street between East Street and Madison Street. Changes include bumping out the curbs at the intersections at Main Street and at Center Street, installing small sections of raised medians, and other various items to make street crossings more pedestrian friendly and the area more aesthetically pleasing. Construction of the various sidewalk modifications is expected to start in August 2018 and continue into the Fall. The street resurfacing work will be likely be completed in Spring 2019.

Staff has begun completing cost estimates to finalize the scope of work. Funding is anticipated to come primarily from the Annual Resurfacing and Sidewalk Replacement programs, from which significant work on Front Street was already planned. Some smaller aspects of the work may come from other already budgeted funds. The proposed scope of work may be scaled down to match the available funding if needed. Staff is also exploring future reimbursement with TIF funds from the Downtown – Southwest TIF District for the portion of the work between Madison and Center.

## **BACKGROUND AND SUPPLEMENTAL INFORMATION:**

The intersections of Front Street with Center Street and with Main Street have been signalized since at least the 1940's or 50's when Center and Main were both major north-south streets in Downtown Bloomington. With the creation of the system of one-way streets in the 1970's, the majority of vehicular traffic was diverted to Madison Street (southbound) and East Street (northbound) within this area. The traffic signal infrastructure was modernized in the early 1980's and again in the late 1990's. While the above ground equipment has been relatively easily maintained (poles painted, bulbs replaced and ultimately upgraded to LED's), the underground conduits and wires have been largely untouched since they were installed as part of the 1980's work.

Vehicular volumes at these intersections noticeably decreased in the 1970's with pedestrian volumes increasing in the decades following. The purpose of the signals has thus shifted from solely vehicular

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efficiency to include an increasing emphasis on pedestrian accommodation. With the creation of the Connect Transit transfer area on Front Street, the number of pedestrian crossings has continued to increase. In addition, Main Street is one-way to the north, all but eliminating a vehicular need for signals at this intersection. The main purpose today of the signals at each of these intersections is to help facilitate pedestrians crossing Front Street. They are no longer warranted based on vehicular volume.

During sewer repair work in advance of the resurfacing of Front Street from Madison Street to East Street planned for later this summer, City Staff discovered severely deteriorated underground traffic signal infrastructure at the intersection of Center Street and Front Street. The cost to replace this underground infrastructure was estimated to be \$15,000 to \$20,000. Given the upcoming resurfacing work – which also includes a significant amount of sidewalk and curb ramp removal and replacement – it was determined that if the signals were to be removed, now is the time to do so.

Feedback solicited from the public and key area stakeholders in late May was significantly in favor of removing the traffic signals (~70% in favor). Specific coordination meetings were held with McLean County (who has four major facilities along Front Street) and Connect Transit to discuss their needs for the Front Street corridor.

In consideration of removing the signals, Public Works is proposing a new configuration that will make it easier for pedestrians to cross the street. An exhibit showing conceptually the new curb lines is attached. The proposed changes include bumping out the curbs at the intersections at Main Street and at Center Street and installing small sections of raised medians. The proposed changes will decrease the street width and provide a more pedestrian-friendly configuration in addition to adding green space and other streetscape elements. Raised medians are proposed to help focus pedestrian crossings to the crosswalk locations. The curb bump-outs and raised medians contribute to increased pedestrian safety by the following:

- Increasing pedestrian visibility
- Allowing pedestrians to better observe approaching motorists
- Decreasing crossing distance
- Reducing pedestrian exposure to traffic
- Can reduce vehicle speeds by visually narrowing the street
- Slowing turning vehicles

The intersection at Center Street will operate under all-way stop control. There will be no stop signs at Main Street (Main Street is one-way to the north, so stop signs are not needed). However, at Main Street crosswalk signs will be added with pushbutton-activated, high-visibility flashers (Rectangular Rapid Flashing Beacons or RRFB's). Once activated, the flashers will immediately warn drivers of the presence of a pedestrian in the crosswalk. Other features being considered include the use of decorative crosswalks at locations where crossings are desired to be focused. Information on the proposed RRFB and potential decorative crosswalks can be provided if desired.

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In order to evaluate the potential changes and their possible impacts to pedestrian, vehicular and bus traffic, the Department of Public Works temporarily disabled the traffic signals and installed barricades mimicking the new curb lines along Front Street, from Madison Street to East Street June 13, 2018 through June 15, 2018. This test-run allowed Staff to monitor the proposed changes for compatibility with the transfer area buses, delivery trucks, and higher car volumes using the Lincoln parking deck. While minor adjustments are being made, the test showed positive results. Vehicles were still able to negotiate adequately, and pedestrians were able to cross easily.

A Public Open House for the project was held on Tuesday June 19<sup>th</sup> with the project also being discussed at the Transportation Commission Meeting immediately following. Public feedback for the proposed changes was generally positive, as were comments provided by the Transportation Commission.

In addition to the Annual Resurfacing and Sidewalk Replacement programs and potential TIF reimbursement mentioned previously, use of other already budgeted funds is also anticipated. For example, a small portion of the traffic signal maintenance contract with Bodine Electric may be utilized to help with the removal of the existing traffic signal equipment if larger construction equipment is required. Landscaping work will be completed by the Parks, Recreation and Cultural Arts Department. The proposed scope of work may be scaled down to match the available funding if needed.

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NORTH

N Madison St

N Center St

N Main St

N East St

E Front St

S Madison St

S East St

