

**CITY OF BLOOMINGTON**  
**COUNCIL MEETING AGENDA**  
**109 E. OLIVE**  
**MONDAY, MARCH 10, 2014 7:00 P.M.**

- 1. Call to order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer**
- 4. Roll Call of Attendance**
- 5. Remote Participation**
  - A. Verify that a quorum is present**
  - B. Request to participate via telephone as Mayor Renner and Aldermen Mwilambwe and Black are out of town on City business. (Recommend that Mayor Tari Renner, Aldermen Mwilambwe and Black be allowed to participate remotely via telephone.)**
- 6. Public Comment (*15 Minutes*)**
- 7. Recognition/Appointments**
  - A. Retirement Presentation to Thomas Kent Berglund, Maintenance Coordinator, Fire Department**
  - B. Proclamation of March 10, 2014 as Elmo C.J. Quinn and Family Day**
- 8. Consent Agenda**
  - A. Council Proceedings of February 24, 2014 and Work Session Minutes from February 10 and February 24, 2014. (Recommend that the reading of the minutes of the previous Council Proceedings of February 24, 2014 and Work Session Minutes from February 10 and February 24, 2014 be dispensed with and the minutes approved as printed.)**
  - B. Bills and Payroll. (Recommend that the Bills and Payroll be allowed and the orders drawn on the Treasurer for the various amounts as funds are available.)**

- C. Analysis of Bids for the Police Department Training Facility Range Re-Roofing Project. (Recommend that the bid for Re-Roofing four (4) buildings at the Police Training Facility/Range be awarded to River City Roofing, in the amount of \$101,500, and the Purchasing Manager be authorized to issue a Purchase Order.)**
- D. Intergovernmental Agreements with the County of McLean and Town of Normal, regulating use of the Police Range Facility. (Recommend that the Intergovernmental Agreements with the County of McLean and Town of Normal be approved, in the amount of \$8,221.98 each, and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- E. Application of CJ's Catering, Inc., d/b/a CJ's Restaurant, located at 2901 E. Empire St., requesting a RAS liquor license. (Recommend that a RAS liquor license for CJ's Catering, Inc., d/b/a CJ's Restaurant, located at 2901 E. Empire St., be created, contingent upon compliance with all applicable health and safety codes.)**
- F. Application of Bloomington Ribs, LLC d/b/a Tony Roma's, requesting a RAS Liquor License. (Recommend that an RAS liquor license for Bloomington Ribs, LLC d/b/a Tony Roma's, located at 1601 Jumer Dr., be created, contingent upon compliance with all applicable health and safety codes.)**
- G. Application of PATH for a Limited Alcoholic Liquor License, Class LA, for the fundraiser Chefs for PATH Gala. (Recommend that a LA liquor license for PATH, Inc., d/b/a PATH, Inc., located at 201 E. Grove, Ste. 200, be created, contingent upon compliance with all applicable health and safety codes.)**
- H. Suspension of Ordinances to Allow Consumption of Alcohol at Lake Bloomington Davis Lodge on June 13, 2014. (Recommend that the Ordinance be passed.)**
- I. Ordinance Prohibiting the Use of Groundwater as a Potable Water Supply and Approval of Highway Authority Agreement/Leave-in-place Agreement. (Recommend that the Ordinance be passed and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- J. Text Amendment to Chapter 45. Property Maintenance Code and adoption of the 2012 Edition of the International Property Maintenance Code. (Recommend that the Text Amendment be approved, the 2012 Edition of the International Property Maintenance Code (IPMC) be adopted as amended and the Ordinance passed.)**

## **9. Regular Agenda**

- A. Public Hearing for Approval and Authorization to submit the Community Development Block Grant (CDBG) Program Year 2014 - 15 Application and Action Plan. (Recommend that the Submission of the 2014 - 15 CDBG Action Plan to the Department of Housing and Urban Development (HUD) be approved and the Resolution be adopted.) (20 minutes)**
- B. R.R. Donnelley Economic Development Incentive. (Recommend that the proposed Economic Development Incentive Agreement with the Community Development Corporation for the attraction of R.R. Donnelley, in the amount of \$75,000, be approved, the Resolution adopted and the Mayor and City Clerk be authorized to execute the necessary documents.) (15 minutes)**
- C. Professional Engineering Services Agreement with Alfred Benesch & Company for the Design of Fox Creek Road Bridge and Road Improvements: Danbury Drive to Beich Road, RFQ No. 2014 - 24 (Ward 2). (Recommend that the Agreement for the Design of Fox Creek Road Bridge and Road Improvements: Danbury Drive to Beich Road with Alfred Benesch & Company, in the amount of \$477,504.35 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.) (15 minutes)**
- D. Text Amendments to Chapter 21. Refuse, Section 300.1(a) and Section 300.6. (Recommend that the Text Amendments be approved and the Ordinance passed.) (20 minutes)**

## **10. City Manager's Discussion**

## **11. Mayor's Discussion**

## **12. City Aldermen's Discussion**

## **13. Executive Session – cite section**

## **14. Adjournment**

## **15. Notes**



FOR COUNCIL: March 10, 2014

SUBJECT: Retirement of Thomas Kent Berglund

**RECOMMENDATION/MOTION:** Recognition of retirement.

**STRATEGIC PLAN LINK:** Not applicable.

**STRATEGIC PLAN SIGNIFICANCE:** Not applicable.

**BACKGROUND:** Thomas Kent Berglund began his employment with the City on May 4, 1970 at the Front St. Fire Station. His Fire Chief at this time was Roland Behrends. He rode the ambulance for four (4) years at this station until April, 1975 when he was assigned to Station #3 where he was the Engineer on the Snorkel Truck. Tom ended his first career with the City as an Engineer on July 31, 1995 and began his second career with the City on August 1, 1995 as the first Maintenance Coordinator for the Fire Department.

Tom and his wife Sue will be celebrating fifty (50) years of marriage in October. They have two (2) daughters: Tammy S. Clem (husband Pastor Michael Clem) and Heidi D. Hauss (husband Terry). Tom has two (2) granddaughters: Denise Clem and Melissa Clem. Tom is very proud of his daughters' accomplishments in life and he adores his grandchildren.

Tom has been active in the following organizations:

-Order of Eastern Star of Illinois – has been Worthy Parton for nine (9) terms.

-Served five (5) years on the Eastern Star Nursing Home Board of Governors and ended his term as President.

-Served as a Grand Representative to both Nebraska and District of Columbia for the Eastern Star of Illinois.

-Served on the Bloomington Municipal Credit Union Board for thirteen (13) years. He was appointed as the Chairman of the Credit Committee and the last four (4) years as the Vice Chairman of the Board.

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

**FINANCIAL IMPACT:** Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

Mike Kimmerling, Fire Chief

Recommended by:

A handwritten signature in black ink, appearing to read "David A. Hales". The signature is fluid and cursive, with the first name "David" being the most prominent part.

David A. Hales  
City Manager



FOR COUNCIL: March 10, 2014

SUBJECT: Proclamation of March 10, 2014 as Elmo C.J. Quinn and Family Day

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

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

Declaring March 10, 2014 as Elmo C.J. Quinn and Family Day.

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

**FINANCIAL IMPACT:** Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

Tari Renner  
Mayor

**Attachments:** Attachment 1. Proclamation

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

# **PROCLAMATION**

## **“Elmo C.J. Quinn and Family Day” March 10, 2014**

**Whereas**, in 1941 twin brothers Elmo A. and Eldon Quinn began a family profession that would span more than seven decades and leave an everlasting impression on the Bloomington community; and

**Whereas**, during the time of the nation’s recovery process, as the result of the Great Depression, Quinn’s Texaco Station opened its doors at the corner of Main and Chestnut Street providing continuing, quality service for many generations to come. The service station would later be renamed Quinn’s Shell Station in 1985; and

**Whereas**, during the late 1950’s the seed of service once again came to fruition when Elmo C.J. Quinn began working under the management of his father, Elmo A. Quinn, the decision would ultimately propel the young Quinn into the management and ownership position after the passing of his father in 1976 and the retirement of his uncle Eldon in 1978; and

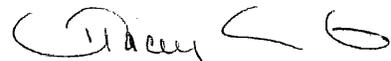
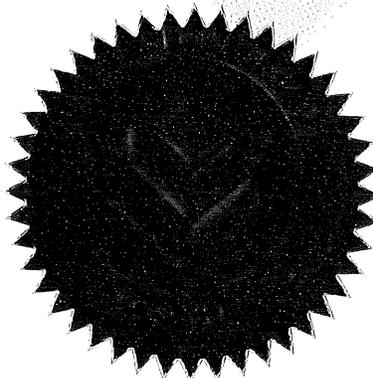
**Whereas**, after serving nearly five generations of Bloomington residents, Elmo C.J. Quinn has announce the closing of Quinn’s Shell Station, a business that will forever be remembered as a dream come true by two brothers and cultivated by their family. May they serve as an example to our community of hard work and determination.

**Now, Therefore**, I, Tari Renner, on behalf of the City of Bloomington do hereby proclaim March 10, 2014 as:

### **“Elmo C.J. Quinn and Family Day”**



*Tari Renner*  
Mayor



*Tracey Covert*  
City Clerk



FOR COUNCIL: March 10, 2014

SUBJECT: Council Proceedings of February 24, 2014 and Work Session Minutes from February 10 and February 24, 2014

**RECOMMENDATION/MOTION:** That the reading of the minutes of the previous Council Proceedings of February 24, 2014 and Work Session Minutes from February 10 and February 24, 2014 be dispensed with and the minutes approved as printed.

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

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

**BACKGROUND:** The Council Proceedings of February 24, 2014 and the Work Session Minutes from February 10 and February 24, 2014 have been reviewed and certified as correct and complete by the City Clerk.

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

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

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

**FINANCIAL IMPACT:** Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

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

David A. Hales  
City Manager

**Attachments:** Attachment 1. Draft Council Proceedings for February 24, 2014  
 Attachment 2. Draft Work Session Minutes from February 10, 2014  
 Attachment 3. Draft Work Session Minutes from February 24, 2014

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Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

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

The Council convened in regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, February 24, 2014.

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

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

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

**City Manager David Hales, City Clerk Tracey Covert, and Interim Corporate Counsel Jeff Jurgens were also present.**

**The following was presented:**

SUBJECT: Appointment of Alderman Ward 5

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

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

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

**BACKGROUND:** I ask your concurrence in the appointment of Joni Painter, 1903 Hedgewood Dr., Bloomington, 61704 to the position of Alderman Ward 5. This position will appear on the 2015 municipal election ballot.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Mayor interviewed all applicants.

**FINANCIAL IMPACT:** None.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

Tari Renner  
Mayor

**Motion by Alderman Black, seconded by Alderman Fazzini that the Appointment be approved.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

Oath of Office – Joni Painter, Ward 5 Alderman

**Mayor Renner requested Joni Painter come forward and that City Clerk Tracey Covert administer the oath of office.**

**The following was presented:**

SUBJECT: Council Proceedings of February 10, 2014

**RECOMMENDATION/MOTION:** That the reading of the minutes of the previous Council Proceedings of February 10, 2014 be dispensed with and the minutes approved as printed.

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

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

**BACKGROUND:** The Council Proceedings of February 10, 2014 have been reviewed and certified as correct and complete by the City Clerk.

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

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

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

**FINANCIAL IMPACT:** Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

David A. Hales  
City Manager

**Motion by Alderman Fazzini, seconded by Alderman Fruin that the reading of the minutes of the previous Council Proceedings of February 10, 2014 be dispensed with and the minutes approved as printed.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Bills and Payroll

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

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

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

**BACKGROUND:** The list of bills and payrolls will be posted on the City's website on February 20, 2014.

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

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

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

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

Recommended by:

David A. Hales  
City Manager

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

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Appointment to the Bloomington – Normal Economic Development Council Board

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

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

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

**BACKGROUND:** I ask your concurrence in the appointment of Jim Fruin of 3001 Thornwood, Bloomington, 61704 to the Bloomington-Normal Economic Development Council Board. His expiration date is December 31, 2014.

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

**FINANCIAL IMPACT:** None.

Respectfully submitted for Council consideration.

Prepared by: Kathryn Buydos, Executive Asst.

Recommended by:

Tari Renner  
Mayor

**Motion by Alderman Fazzini, seconded by Alderman Fruin that the Appointment be approved.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Analysis of Bids for the Bloomington Fire Department Vehicle Fuel Exhaust Extrication Systems

**RECOMMENDATION/MOTION:** That the bids be rejected and the project be rebid in Fiscal Year (FY) 2015.

**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 levels of services.

**BACKGROUND:** On November 26, 2013, at 2:00 P.M., bids were publicly opened and read for the Bloomington Fire Department Vehicle Fuel Exhaust Extrication Systems project. The bids were as follows:

<b>Company</b>	<b>Location</b>	<b>Base Bid</b>	<b>Alternate Bid</b>
Ward Diesel Filter	Elmira, NY	Incomplete package	
Midwest Air Products	Elmwood Park, IL	\$167,695	\$201,195
Clean Air Concepts	Indianapolis, IN		
Option 1		\$123,431	\$146,129
Option 2		\$133,258	\$161,168

<b>Company</b>	<b>Location</b>	<b>Base Bid</b>	<b>Alternate Bid</b>
Hasting Air Energy	New Berlin, WI	\$170,244	\$205,611

The Base Bid included Stations #1, 2 and 3 and the Alternate Bid included stations #1, 2, 3 and 4. The budget for the design and installation of vehicle fuel exhaust extraction systems project was \$88,000.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The Bid letting was advertised in The Pantagraph on October 25, 2013. Ward Diesel Filter, Midwest Air Pro, Clear Air Concepts and Hastings Air Energy were notified of the bid letting.

**FINANCIAL IMPACT:** The lowest apparent, responsible, responsive bid was \$123,431. This is \$35,431.00 above the FY 2014 budgeted amount of \$88,000 in the Capital Improvement Fund (40100100 - 72140). This can be located in the FY 2014 budget book titled "Other Funds & Capital Improvement Program" on pages 106 & 310. The Fire Department has proposed the vehicle exhaust system in the FY 2015 Capital Improvement budget in the amount of \$160,000.

Respectfully submitted for Council consideration.

Prepared by: Eric Vaughn, Deputy Chief - Administration  
Jon C. Johnston, Procurement Manager

Reviewed by: Michael S. Kimmerling, Fire Chief

Financial & budgetary review by: Carla A. Murillo, Budget Manager  
Chris Tomerlin, Budget Analyst

Legal review by: Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

David A. Hales  
City Manager

**Motion by Alderman Fazzini, seconded by Alderman Fruin that the bids be rejected and the project be rebid in FY 2015.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Analysis of Bids for New Freezer/Refrigerator for Miller Park Zoo

**RECOMMENDATION/MOTION:** That the bid for a new freezer/refrigerator be awarded to US Mechanical Services, in the amount of \$32,195, and the Procurement Manager be authorized to issue a Purchase Order for same.

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

**STRATEGIC PLAN SIGNIFICANCE:** Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service and 5d. Appropriate leisure and recreational opportunities responding to the needs of the residents.

**BACKGROUND:** The new freezer/refrigerator will be utilized by Zoo staff for animal food cold storage. The current freezer is 13’ x 7’ and was purchased in 1995. It has had a number of repairs over the last few years. The current unit is fifty feet (50’) away from the kitchen where the majority of diets are prepared. This freezer is the only walk-in freezer the Zoo maintains. Staff must pay close attention, as we are not able to have full orders of fish or meat at the same time. It takes staff time to monitor as it is a balancing act.

The new unit will have a 4’ x 11’ refrigerator and a 16’ x 11’ freezer. This unit should provide the necessary chilled space to allow the Zoo to order larger quantities of animal food at a time and save on staff time unloading shipments and freight costs. The additional refrigerated and larger freezer spaces should provide enough room as the Zoo’s exhibits and animal collections change over time.

The new unit will be attached to the kitchen and allow the staff to be more efficient with their time since they will not have to walk to the old unit.

On Tuesday, February 4, 2014, at 2:00 p.m. bids were publicly opened and read for the new freezer/refrigerator for the Miller Park Zoo.

The bids received were as follows:

Name	City / State	Mandatory City Documents and Signed	Add #1	Combined Unit Cost	Alt. A	Alt. B	Alt. C	TOTAL BID All Alts.
Polar King	Fort Wayne, IN			No Bid				No Bid
Serv- U	Champaign, IL	Yes	Yes	\$30,980	N/A	\$780	N/A	N/A
Henson Robinson Co.	Springfield, IL	Yes	Yes	\$38,123	N/A	\$715	\$5,225	\$44,063
*US Mechanical	Bloomington, IL	Yes	Yes	\$30,445	N/A	\$750	\$1,000	\$32,195

Name	City / State	Mandatory City Documents and Signed	Add #1	Combined Unit Cost	Alt. A	Alt. B	Alt. C	TOTAL BID All Alts.
Services								
Geneva Scientific	Fontana, WI	Yes	Yes	\$38,299	N/A	N/A	N/A	N/A
Culinary Depot	Monsey, NY	Yes	No	\$22,335	N/A	N/A	N/A	N/A

\* - Recommended bid

Alternative A - 5” and 6” insulated walls.

Alternative B - 2’ x 2’ access door in the back of the freezer to assist loading and unloading.

Alternative C - Demolition of wall cut to accommodate the new kitchen doorway which, when complete, compliments area around the doorway.

When considering the base bid plus Alternatives B and C, which staff recommends needing, US Mechanical Services provided the lowest, best, complete bid package in the amount of \$32,195. Culinary Depot did provide a lower base bid but it did not include a required Addendum which makes their bid non-compliant. Their base bid did not provide necessary specific details on the model of refrigerator/freezer they were bidding. Culinary Depot also did not provide any alternative bids and therefore their bid was not consistent with other bids received. Culinary Depot did not included local references. Staff estimates that to fully investigate the Culinary Depot bid, costs could easily exceed the possible savings.

US Mechanical Services will provide a combination walk in cooler/freezer manufacturer, U.S. Coolers.

Cooler condensing unit: BOHN model: MOH010X63CFM

Cooler evaporator coil: BOHN model: SME090BEE

Freezer condensing unit: BOHN model: MOZ045L63CF

Freezer evaporator coil: BOHN model: LET090BEK

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Public notice of the bid was placed in The Pantagraph and on City’s web site on January 15, 2014 and five (5) bids were opened on February 4, 2014.

**FINANCIAL IMPACT:** Funds for this purchase were approved in the FY 2014 budget under Miller Park Zoo - Capital Outlay Equipment Other than Office (10014136 - 72140). Stakeholders can locate this in the FY 2014 Budget Book titled “Budget Overview & General Fund” on page 236.

Respectfully submitted for Council consideration.

Prepared by: Jay Tetzloff, Zoo Superintendent

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

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Carla A. Murillo, Budget Manager

Recommended by:

David A. Hales  
City Manager

**Motion by Alderman Fazzini, seconded by Alderman Fruin that the bid for a new freezer/refrigerator be awarded to US Mechanical Services, in the amount of \$32,195, and the Procurement Manager be authorized to issue a Purchase Order for same.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Purchase of Replacement Desktop, Notebook and Workstation Computers

**RECOMMENDATION/MOTION:** That the purchase of one hundred twenty-nine (129) Hewlett Packard ProDesk 600 G1 Small Form Factor Personal Computers, twelve (12) Hewlett Packard ProBook 650 G1 Notebook Personal Computers and nineteen (19) Hewlett Packard Z230 Tower Workstation Computers, using the formal Western States Contracting Alliance contract be approved, in the amount of \$110,636, and the Procurement Manager be authorized to issue a Purchase Order for same.

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

**STRATEGIC PLAN SIGNIFICANCE:** Objective 4. City services delivered in the most cost-effective, efficient manner. Scheduled replacement of aging computing technology is critical in maintaining, securing and efficiently managing the City's information technology and the data that it protects.

**BACKGROUND:** Staff is requesting Council approval to replace aging desktop, notebook, (laptop), and high performance workstation computers. The oldest of the computers being replaced were originally purchased in FY 2004 while the newest were purchased in FY 2008,

making their age range between six (6) and ten (10) years old. They are under-performing, experiencing increasing hardware repair issues and are affecting staff efficiency.

Industry standard replacement cycle for these types of computers is typically four to five (4 - 5) years. With this year's purchase, the City will be back on a normal replacement schedule for these types of computers.

Staff intends to purchase these computers through the Hewlett Packard Western States Contract Alliance contract, WSCA/NASPO (B27164), which is a previously competitively bid contract.

Further detail about the specifications and pricing of these computers can be found in the table below. The Council was provided with the proposal and specification sheet information.

Qty	Description	Unit Price	Extended Price
129	HP ProDesk 600 G1 Small Form Factor	\$580	\$74,820
12	HP ProBook 650 G1 Notebook	\$920	\$11,040
19	HP Z230 Tower Workstation	\$1,304	\$24,776
	<b>Total Cost</b>		<b>\$110,636</b>

The Council was also provided with a spreadsheet showing the machines being replaced and their originally scheduled replacement date. The replacement date is scheduled four (4) years from the date of purchase by default.

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

**FINANCIAL IMPACT:** Funds for this purchase were approved in the FY 2014 budget under Information Services – Office Supplies (10011610 - 71010). Stakeholders can locate this in the FY 2014 Budget Book titled “Budget Overview & General Fund” on page 186.

Respectfully submitted for Council consideration.

Prepared by: Scott Sprouls, Director of Information Services

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & budgetary review by: Carla A. Murillo, Budget Manager

Legal review by: Jeff Jurgens, Interim Corporate Counsel

Recommended by:

David A. Hales  
City Manager

**Motion by Alderman Fazzini, seconded by Alderman Fruin that the purchase of one hundred twenty-nine (129) Hewlett Packard ProDesk 600 G1 Small Form Factor Personal Computers, twelve (12) Hewlett Packard ProBook 650 G1 Notebook Personal Computers and nineteen (19) Hewlett Packard Z230 Tower Workstation Computers, using the formal Western States Contracting Alliance contract be approved, in the amount of \$110,636, and the Procurement Manager be authorized to issue a Purchase Order for same.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

**SUBJECT: Contract Amendment with Microsurfacing Contractors, LLC for 2013 Washington St. Micro-Surfacing Contract**

**RECOMMENDATION/MOTION:** Recommend that the Amendment to the Contract for 2013 Washington St. Micro-Surfacing, with Microsurfacing Contractors, LLC, be approved in the amount of \$3,543.30.

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

**STRATEGIC PLAN SIGNIFICANCE:** Objective 2a. Better quality roads and sidewalks and Objective 5a. Well-planned City with necessary services and infrastructure.

**BACKGROUND:** At the September 23, 2013 meeting, Council approved a contract with Microsurfacing Contractors, LLC for the application of micro-surfacing and pavement markings on Washington St. from Mason to Gridley.

Micro-surfacing is an economic option utilized for pavement preservation and preventative maintenance. Crack sealing is also used on occasion prior to the application of microsurfacing. The original project scope included an amount of crack sealing necessary to seal a portion of the cracks within the project limits. As with the City's other pavement preservation methods, staff strives to determine the most efficient method of the application and evaluates results from the application. Utilizing a test area for the crack sealing allows staff to determine if future microsurfacing projects should include full crack sealing or if the sealing should be omitted from future microsurfacing projects. Once all traffic and parking was removed from Washington St. and the crack sealing application proceeded, it was determined that some additional crack sealing

was necessary within two (2) lanes. This area was chosen to provide an effective and distinguishable crack sealing area within the project limits.

A public meeting was held on August 6, 2013 to discuss and gather input regarding Washington St. lane configuration, traffic and pedestrian safety. One of the goals of this project was to improve safety for the pedestrians and motoring public through this corridor. Alternatives were discussed before, during and after the public meeting. After award of the contract, an additional improvement was determined to provide increased pedestrian safety in the corridor. This improvement was the installation of high visibility crosswalks. Staff determined and requested that Microsurfacing Contractors, LLC install high visibility crosswalks at Washington and Madison, Washington and Main, and Washington and Prairie.

With this amendment, the revised total contract cost as follows:

Original Contract	\$ 99,774.75
Amendment	<u>\$ 3,543.30</u>
Revised Total Contract Cost	\$103,318.05

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** A public meeting was held on August 6, 2013 to discuss and gather input regarding Washington St. lane configuration, traffic and pedestrian safety. It was determined at the public meeting to proceed with conversion of Washington St. from four (4) through lanes to two (2) through lanes and a center turn lane. Staff continues to review options to address pedestrian safety issues and will present for discussion and input at a public meeting scheduled for Tuesday, March 4, 2014, 5:30 p.m. to 6:30 p.m. in the Council Chambers.

**FINANCIAL IMPACT:** The FY 2014 Budget appropriated \$3,800,000 for the overall City Pavement Program, of which \$100,000 is allocated for micro-surfacing in Capital Improvement Budget - Street Construction and Improvement (40100100 - 72530). This memo addresses the micro-surfacing portion of the Pavement Program. Stakeholders may locate this line item in the FY 2014 budget book titled “ Other Funds and Capital Improvement Program” on pages 106, 274 and 298. The contract amendment will appropriate an additional \$3,543.30 which will total \$103,318.05 for the project.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, PE, CFM, Director of Public Works

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Interim Corporation Counsel

Recommended by:

David A. Hales  
City Manager

**Motion by Alderman Fazzini, seconded by Alderman Fruin that the Amendment to the Contract for the 2013 Washington St. Micro-Surfacing, with Microsurfacing Contractors, LLC, be approved in the amount of \$3,543.30.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

**SUBJECT:** Supplemental Motor Fuel Tax Resolution for Airport Rd., (Rt. 9 to Gill St.), MFT Section 97-00315-00-RP

**RECOMMENDATION/MOTION:** That the supplemental Resolution in the amount of \$171,886.25 be adopted.

**STRATEGIC PLAN LINK:** Goal 1. Financially sound City providing quality basic services, and Goal 2. Upgrade city infrastructure and facilities.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 1d. City services delivered in the most cost-effective, efficient manner and Objective 2a. Better quality roads and sidewalks.

**BACKGROUND:** The Public Works Department is making an effort to reconcile older Motor Fuel Tax (MFT) projects with the Illinois Department of Transportation (IDOT). A recent IDOT audit shows a number of outstanding project needs. While none of the outstanding items are anticipated to be of major concern, multiple resolutions will be needed to finalize the outstanding audit items.

Staff workload and priorities required resources to be allocated to other priorities after completion of construction efforts. Staff workload continues to be at a level that does not allow for effort to be devoted to the final close out of the required paperwork. Clark Dietz, Inc. has been assisting staff with efforts to reduce the backlog of the open MFT projects. To date, Clark Dietz's scope of work has included correspondence with IDOT, preparation and submission of necessary IDOT paperwork, preparation of Council Resolutions, and invoices to IDOT for MFT

funds owed by IDOT to the City. Staff is actively partnering with IDOT in this effort. Staff deems the supplemental Resolutions as routine in nature.

The above referenced project involved the replacement of approximately 5,500' of two (2) lane pavement with ditches with a five (5) lane concrete pavement with curb and gutter. It included traffic signals at the intersection of Rt. 9 and Airport Rd. and at the intersection of Clearwater Ave. and Airport Rd. In order to construct the project, it was necessary for NICOR to relocate an existing twelve inch (12") high pressure gas main. The construction was completed in 2008. The final costs were higher than originally anticipated when the existing Resolution was approved. Final payment has been made from Motor Fuel Tax (MFT) Funds as follows:

Right of Way	\$55,627.50
Engineering fees (Farnsworth):	\$74,117.20
Construction Costs (Stark):	\$2,551,276.59
Utility Relocation (NICOR)	<u>\$490,864.96</u>
Total	\$3,171,886.25

Motor Fuel Tax Resolutions have been approved by Council as follows:

August 11, 2003	\$3,000,000
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**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** IDOT, District 5.

**FINANCIAL IMPACT:** In order to reconcile the project with IDOT, a Supplemental Motor Fuel Tax Resolution in the amount of \$171,886.25 is necessary. No additional funds are requested or will be expended.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, PE, CFM, Director of Public Works

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Carla A. Murillo, Budget Manager

Legal review by Jeffrey R. Jurgens, Interim Corporation Counsel

Recommended by:

David A. Hales  
City Manager

(RESOLUTION 2014 – 06 ON FILE IN CLERK’S OFFICE)

**Motion by Alderman Fazzini, seconded by Alderman Fruin that the Supplemental Resolution in the amount of \$171,886.25 be adopted.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Supplemental Motor Fuel Tax Resolution for Downtown Intersection Improvements MFT Section 02-00328-00-TL

**RECOMMENDATION/MOTION:** That the supplemental Resolution in the amount of \$9,700.55 be adopted.

**STRATEGIC PLAN LINK:** Goal 1. Financially sound City providing quality basic services and Goal 2. Upgrade city infrastructure and facilities.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 1d. City services delivered in the most cost-effective, efficient manner and Objective 2a. Better quality roads and sidewalks.

**BACKGROUND:** The Public Works Department is making an effort to reconcile older Motor Fuel Tax (MFT) projects with the Illinois Department of Transportation (IDOT). A recent IDOT audit shows a number of outstanding project needs. While none of the outstanding items are anticipated to be of major concern, multiple resolutions will be needed to finalize the outstanding audit items.

Staff workload and priorities required resources to be allocated to other priorities after completion of construction efforts. Staff workload continues to be at a level that does not allow for effort to be devoted to the final close out of the required paperwork. Clark Dietz, Inc. has been assisting staff with efforts to reduce the backlog of the open MFT projects. To date, Clark Dietz's scope of work has included correspondence with IDOT, preparation and submission of necessary IDOT paperwork, preparation of Council Resolutions, and invoices to IDOT for MFT funds owed by IDOT to the City. Staff is actively partnering with IDOT in this effort. Staff deems the supplemental Resolutions as routine in nature.

The above referenced project involved improvements at various intersections in the Downtown area to facilitate the traffic flow associated with the U.S. Cellular Coliseum. The construction was completed in 2007. The final engineering and construction costs were slightly higher than

originally anticipated. Final payment has been made from Motor Fuel Tax (MFT) Funds as follows:

Engineering fees (Farnsworth):	\$51,996.40
Construction Costs (Rowe):	<u>\$357,704.15</u>
Total	\$409,700.55

Motor Fuel Tax Resolutions have been approved by Council as follows:

February 28, 2005	\$275,000
June 13, 2005	<u>\$125,000</u>
Total	\$400,000

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** IDOT, District 5.

**FINANCIAL IMPACT:** In order to reconcile the project with IDOT, a supplemental Resolution in the amount of \$9,700.55 is necessary. No additional funds are requested or will be expended.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, PE, CFM, Director of Public Works

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Interim Corporation Counsel

Recommended by:

David A. Hales  
City Manager

(RESOLUTION 2014 – 07 ON FILE IN CLERK’S OFFICE)

**Motion by Alderman Fazzini, seconded by Alderman Fruin that the Supplemental Resolution in the amount of \$9,700.55 be adopted.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

**SUBJECT:** Text Amendment to Chapter 10. Building Code and Chapter 15. Electricity for Adoption of the 2012 Editions of the International Building, Residential, Fire, Mechanical, Fuel Gas and Energy Codes; as well as the adoption of the 2014 Edition of the National Electric Code

**RECOMMENDATION/MOTION:** That the Text Amendment be approved, the International Codes and National Electric Code be adopted and the Ordinance passed.

**STRATEGIC PLAN LINK:** Goal 4. Strong neighborhoods, and Goal 5. Great place – livable, sustainable City.

**STRATEGIC PLAN SIGNIFICANCE:** Building codes provide minimum standards requiring that buildings be constructed to be safe and structurally sound. Well constructed buildings retain their value as well as their function and strengthen neighborhoods. Consistent enforcement of modern, up to date building standards addresses areas of sustainable construction, energy efficiency and manageable maintenance of structures.

**BACKGROUND:** The Planning and Code Enforcement (PACE) Department maintains a set of construction standards for application to the physical development of residential and commercial structures. The International Code Council (ICC) is a respected, interdisciplinary organization that promulgates codes on a national level, based upon extensive research and analysis, publishing a revised and updated set of standards every three (3) years. The latest editions are for the year 2012, with the next updates due in 2015. The one (1) exception is the National Electric Code (NEC). The NEC is written and vetted by the National Fire Protection Association and is on a different schedule than the other Codes. Therefore, the most recent edition is for the year 2014.

One item of note: due to the controversy over residential fire protection sprinkler systems during the adoption of the 2009 edition of the residential code, and the Council’s reluctance to adopt the code’s requirement that sprinkler systems be included in all new residential structures, staff has deleted the residential fire sprinkler requirement from the codes presented for adoption.

The Fire Department’s mission is to reduce life and economic losses due to fire and related emergencies. It is the position of the Fire Department that all citizens should be protected against death, injury, and property loss resulting from fire in their residence. All homes should be equipped with both smoke alarms and automatic fire sprinklers, and all families should have and practice an emergency escape plan. The Fire Department fully supports all efforts to reduce the tragic toll for fire losses in our community, including the International Residential Code that would require automatic sprinklers in all new residential construction.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** In an effort to engage the public in the adoption process, staff placed notice in the Pantagraph and provided a direct mailing to all registered contractors, indicating the intent to adopt the new code standards. An invitation was included to attend a public meeting before the Building Board of Appeals on December 19, 2013. At the hearing, staff provided a summary of proposed changes that would be relevant to the local construction industry. Testimony was heard relating to the changes. Approximately twenty (20) members of the building community were present to listen to the presentation and discussion among the board members. No member of the public offered testimony when presented with the opportunity. The Board voted unanimously to recommend that Council adopt the updated editions of the codes. Copies of the updated codes are on file in the office the City Clerk and available for examination by the public as required by law.

**FINANCIAL IMPACT:** Little or no financial impact to the City is expected.

Respectfully submitted for Council consideration.

Prepared by: Mark R. Huber, Director - PACE  
Reviewed by: Barbara J. Adkins, Deputy City Manager  
Financial & budgetary review by: Patti-Lynn Silva, Director of Finance  
Legal review by: George D. Boyle, Asst. Corporation Counsel  
Recommended by:

David A. Hales  
City Manager

**ORDINANCE NO. 2014 - 07**

**AN ORDINANCE AMENDING CHAPTERS 10 AND 15 OF THE BLOOMINGTON CITY CODE RELATING TO ADOPTION OF THE 2012 EDITIONS OF THE BUILDING, RESIDENTIAL, FIRE, MECHANICAL, FUEL GAS AND ENERGY CODES AS WELL AS THE ADOPTION OF THE 2014 EDITION OF THE NATIONAL ELECTRIC CODE**

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

**SECTION 1.** That Bloomington City Code Chapter 10, Article II, Sections 13, 14, 16, 17, 18, 19 and 20 shall be and the same is hereby amended to read as follows: (additions are indicated by underlining; deletions are indicated by strikeouts):

**SEC. 13 ADOPTION OF INTERNATIONAL BUILDING CODE – 2012 ~~2009~~.**

There is hereby adopted for the purpose of establishing minimum regulations governing the design, construction, alteration, enlargement, repair, removal, demolition, equipment installation, use and occupancy, location, conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such structures as herein provided; providing for the issuance of permits, collection of fees and penalties, a Building Code known as the International Building Code, 2012 ~~2009~~ edition, including Appendix Chapters B, C, F, G, I, and J, as published by the International Code Council, Inc., and the whole thereof, hereinafter referred to as the International Building Code, save and except such portions as are deleted, modified or amended in Article IV of this Chapter, of which Code not less than one (1) copy has ~~have~~ been and now is ~~are~~ filed in the office of the Clerk of the City of Bloomington. The provisions of said Code are hereby adopted and incorporated as fully as if set out at length and the provisions thereof shall be controlling in regard to all property, buildings and structures within the corporate limits of the City, ~~except as provided in Section 12 of this Article.~~

In addition to the one (1) copy of the International Building Code, 2012 ~~2009~~, which has been on file in the office of the City Clerk of the City, for use and examination by the public, at least one (1) copy of said Code shall be kept on file in the office of the Planning and Code Enforcement Department for public inspection.

All references to the “Board of Appeals” or “Board” in said Code shall be deemed references to the ~~Construction~~ Building Board of Appeals established in Bloomington City Code Chapter 2, Section 30 and Section 23 of this Chapter, unless a contrary reference is clearly dictated by the context of the reference.

SEC. 14 ADOPTION OF THE INTERNATIONAL RESIDENTIAL CODE FOR ONE- AND TWO-FAMILY DWELLINGS - 2012 ~~2009~~.

There is hereby adopted the 2012 ~~2009~~ edition of the International Residential ~~code~~ Code for One- and Two-Family Dwellings, including Appendix Chapters ~~A, B, C, D~~, E, F, G, H, I, J, K and Q, as published by the International Code Council Inc. for the purpose of regulating and governing the construction, alteration, movement, enlargement, replacement, repair, equipment, location, their appurtenances and accessory structures, or maintenance of building, mechanical, and electrical systems, removal and demolition of detached one and two family dwellings and multiple single family dwellings (townhouses) not more than three stories in height with separate means of egress in the City of Bloomington; providing for the issuance of permits and collection of fees therefor; ~~providing for the issuance of permits and collection of fees therefor~~; and each and all of the regulations, provisions, penalties, conditions and terms of said Residential Code of which not less than one (1) copy has been and now is filed in the office of the Clerk of the City of Bloomington, are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, set forth ~~prescribed~~ in ARTICLE V of this Chapter. ~~ordinance, except as provided in Section 12 of this Article.~~

In addition to the one (1) copy of the International Residential Code for One- and Two-Family Dwellings - 2012 ~~2009~~, ~~which has been on file in the office of the City Clerk, of the City, for use and examination by the public,~~ at least one (1) copy of said Code shall be kept on file in the office of the Department of Planning and Code Enforcement for public inspection.

All references to the “Board of Appeals” or “Board” in said Code shall be deemed references to the Building Board of Appeals established in Bloomington City Code Chapter 2, Section 30 and Section 23 of this Chapter, unless a contrary reference is clearly dictated by the context of the reference.

SEC. 16 ADOPTION OF THE INTERNATIONAL MECHANICAL CODE - 2012 ~~2009~~.

There is hereby adopted by the City Council for the purpose of regulating and controlling the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of mechanical systems, including heating systems, ventilation systems, cooling systems, steam and hot water heating systems, hydronic piping, boiler and pressure vessels, appliances using gas, liquid or solid fuel, chimneys and vents, mechanical refrigeration systems, fireplaces, solar systems, barbecues, incinerators, and crematories in the City of Bloomington, the International Mechanical Code, 2012 ~~2009~~, as published by the International Code Council, Inc. save and except such portions as are deleted, modified or amended in Article VII of this Chapter, of which Code not less than one (1) copy has been and now is on file in the office of the Clerk of the City of Bloomington. The provisions of said Code are hereby adopted and incorporated as fully as if set out at length and the provisions thereof shall be controlling in regard to the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of mechanical systems, including heating systems, ventilation systems, cooling systems, steam and hot water heating systems, hydronic piping, boiler and pressure vessels, appliances using gas, liquid or solid fuel, chimneys and vents, mechanical refrigeration systems, fireplaces, solar

systems, barbecues, incinerators, and crematories, ~~except as provided in Section 12 of this Article.~~

In addition to the one (1) copy of the International Mechanical Code, 2012 ~~2009~~, which has been on file in the office of the Clerk of the City of Bloomington, for use and examination by the public, at least one (1) copy of said Code shall be kept on file in the office of the Planning and Code Enforcement Department for public inspection.

All references to the “Mechanical Board of Appeals”, “Board of Appeals”, “Board” or similar reference shall be considered as references to the ~~Heating, Ventilating and Air Conditioning~~ Building Board of Appeals established in Bloomington City Code Chapter 2, Section 30 and Section 23 of this Chapter, unless a contrary reference is clearly intended by context of the reference.

#### SEC. 17 ADOPTION OF THE INTERNATIONAL FUEL GAS CODE - 2012 ~~2009~~.

~~An ordinance of the City of Bloomington adopting~~ There is hereby adopted the 2012 ~~2009~~ edition of the International Fuel Gas Code, regulating and governing fuel gas systems and gas-fired appliances in the City of Bloomington; providing for the issuance of permits and collection of fees therefor; that a certain document, one (1) copy of which is on file in the office of the City of Clerk of the City of Bloomington, being marked and designated as the International Fuel Gas Code, 2012 ~~2009~~ edition, including Appendix Chapters A, B, C and D, as published by the International Code Council, be and is hereby adopted as the Fuel Gas Code of the City of Bloomington, ~~in the State of Illinois; for regulating and governing fuel gas systems and gas-fired appliances as herein provided for the issuance of permits and the collection of fees therefor;~~ and each and all of the regulations, provisions, penalties, conditions and terms of said Fuel Gas Code on file in the office of the City of Clerk of the City of Bloomington are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, prescribed in ARTICLE VIII of this Chapter.

All references to the “Mechanical Board of Appeals”, “Board of Appeals”, “Board” or similar reference shall be considered as references to the ~~Heating, Ventilating and Air Conditioning Board~~ established in Bloomington City Code Chapter 2, Section 30 and Section 23 of this Chapter, unless a contrary reference is clearly intended by context of the reference.

#### SEC. 18 ADOPTION OF THE INTERNATIONAL FIRE CODE - 2012 ~~2009~~.

~~An ordinance of the City of Bloomington adopting~~ There is hereby the 2012 ~~2009~~ edition of the International Fire Code, ~~regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises in the City of Bloomington; providing for the issuance of permits for hazardous uses or operations.~~ That a certain document, at least one (1) copy of which is on file in the office of the City Clerk of the City of Bloomington, being marked and designated as the International Fire Code, including Appendix Chapters B, C, D, E, F and G, as published by the International Code Council, be and is hereby adopted as the code of the City of Bloomington for regulating and governing the safeguarding of life and property from fire and

explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises in the City of Bloomington and providing for the issuance of permits for hazardous uses or operations; and each and all of the regulations, provisions, conditions and terms of such International Fire Code, 2012 ~~2009~~ edition, published by the International Code Council, on file in the office of the City Clerk are hereby referred to, adopted and made a part hereof as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in ARTICLE IX of this Chapter.

All references to the “Board of Appeals” or “Board” in said Code shall be deemed references to the Building Board of Appeals established in Bloomington City Code Chapter 2, Section 30 and Section 23 of this Chapter, unless a contrary reference is clearly dictated by the context of the reference.

SEC. 19 ADOPTION OF THE INTERNATIONAL EXISTING BUILDING CODE - 2012 ~~2009~~.

~~An ordinance of the City of Bloomington adopting~~ There is hereby adopted the 2012 ~~2009~~ edition of the International Existing Building Code, regulating and governing the repair, alteration, change of occupancy, addition, and relocation of existing buildings, including historic buildings, in the City of Bloomington, providing for the issuance of permits and collection of fees therefor, ~~That a certain document, at least one (1) copy of which is on file in the office of the City Clerk of City of Bloomington, being marked and designated as the International Existing Code, 2012 2009 edition, including Appendix A, B, and C as published by the International Code Council, be and is hereby adopted as the Existing Building Code of the City of Bloomington, in the State of Illinois for regulating and governing the repair, alteration, change of occupancy, addition and relocation of existing buildings, including historic buildings, as herein provided; providing for the issuance of permits and collection of fees therefor;~~ and each and all of the regulations, provisions, penalties, conditions and term of said Existing Building code on file in the office of the City Clerk are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in ARTICLE X of this Chapter.

All references to the “Board of Appeals” or “Board” in said Code shall be deemed references to the Building Board of Appeals established in Bloomington City Code Chapter 2, Section 30 and Section 23 of this Chapter, unless a contrary reference is clearly dictated by the context of the reference.

SEC. 20 ADOPTION OF THE INTERNATIONAL ENERGY CONSERVATION CODE – 2012 ~~2009~~.

There is hereby adopted for the purpose of establishing minimum regulations governing energy efficient building envelopes and installation of energy efficient mechanical, lighting and power systems; providing for the issuance of permits, collection of fees and penalties, an energy code by the name of the International Energy Conservation Code, 2012 ~~2009~~ edition, as published by the International Code Council, Inc., and the whole thereof, hereinafter referred to

as International Energy Conservation Code, save and except such portions as are deleted, modified or amended in Article IV of this Chapter, of which Code not less than one (1) copy ~~have been and now are~~ has been and is now filed in the office of Clerk of the City of Bloomington. The provisions of said Code are hereby adopted and incorporated as fully as if set out at length and provisions thereof shall be controlling in regard to all property, buildings and structures within the corporate limits of the City, ~~except as provided in Section 12 of this Article.~~

All references to the “Board of Appeals” or “Board” in said Code shall be deemed references to the Building Board of Appeals established in Bloomington City Code Chapter 2, Section 30 and Section 23 of this Chapter, unless a contrary reference is clearly dictated by the context of the reference.

**SECTION 2.** That Bloomington City Code Chapter 10, Article IV, Sections 508.2, 1809.5, 3410.2 and the title heading shall be and the same is hereby amended to read as follows: (additions are indicated by underlining; deletions are indicated by strikeouts):

#### ARTICLE IV

#### ADDITIONS, COMPLETIONS, MODIFICATION, AND AMENDMENTS TO INTERNATIONAL BUILDING CODE - 2012 ~~2009~~

The numbered Sections of this Article correspond to sections of the International Building Code - 2012 ~~2009~~ or correspond to the Sections of said Code which are added to, completed, modified, amended or deleted as shown in the Sections herein.

#### ~~SEC. 508.2 CLASSIFICATION.~~

~~Modify the Incidental Accessory Occupancies Table 508.2~~

#### ~~INCIDENTAL ACCESSORY OCCUPANCIES~~

<del>ROOM or AREA</del>	<del>SEPARATION and/or PROTECTION</del>
<del>Furnace Room</del>	<del>1 hour or provide automatic fire extinguishing system</del>
<del>Rooms with any boiler</del>	<del>1 hour or provide automatic fire extinguishing system</del>

~~Remainder of table unchanged.~~

#### SEC. 1809.5 ~~1805.2.4~~ FROST PROTECTION.

Modify 1 as follows:

1. Extending below the frost line of 40 inches;

~~1. Extending below the frost line of at least forty inches (40") below the adjacent grade for frost protection.~~

~~SEC. 3410.2 APPLICABILITY.~~

~~Modify first sentence of Section 3410.2 to read as follows:~~

~~Structures existing prior to January 1, 1955, in which there is work involving additions, alterations or changes of occupancy, shall be made to conform to the requirements of this section or the provisions of Sections 3403.0 through 3407.0.~~

~~Remainder of section unchanged.~~

**SECTION 3.** That Bloomington City Code Chapter 10, Article V, Sections R101.1, R301.2(1), F313.1, R313.2.1, R105.2, R112, R313, R313.1, R313.1.1, R313.2, R313.2.1, R313.3 and the title heading shall be and the same is hereby amended to read as follows: (additions are indicated by underlining; deletions are indicated by strikeouts):

ARTICLE V

ADDITIONS, COMPLETIONS, MODIFICATIONS, AMENDMENTS TO THE  
INTERNATIONAL RESIDENTIAL CODE FOR ONE- AND  
TWO-FAMILY DWELLINGS - 2012 ~~2009~~ EDITION

The numbered sections of this Article correspond to sections of the International Residential Code for One- and Two-Family Dwellings - 2012 ~~2009~~ Edition which are completed, modified, amended or deleted thereby.

SEC. R101.1 TITLE.

These provisions shall be known as the Residential Code for One- and Two-Family Dwellings of the City of Bloomington, shall be cited as such and shall be referred to herein as "this Code".

TABLE R301.2(1)

Insert the following into the Climatic and Geographic Design Criteria Table R 301.2(1)

Ground snow load (pounds per square foot) = 30  
Wind Design speed (mph) = 90 mph  
Wind Design Topographical Effects - No  
Seismic Design Category = B  
Subject to damage from:  
Weathering = Severe  
Frost line depth = minimum depth of 40" below finish grade  
Termite = Moderate to Heavy

~~Decay = Slight to Moderate~~  
Winter design temp. = ~~-4 -5~~ degrees F  
Ice shield under-layment required = Yes  
Flood Hazards = The Flood Insurance Study for the "City of Bloomington", dated  
"February 9, 2001", as amended or revised.  
Air Freezing Index = 1,500  
Mean Annual Temp. = 52

Part VII - PLUMBING. Chapters 25 through 32

The design and installation of plumbing systems, including sanitary and storm drainage, sanitary facilities, water supplies and storm water and sewage disposal in buildings shall comply with the requirements of the Illinois State Plumbing Code currently adopted by the City.

Delete: Sections F313.1 Townhouse automatic fire sprinkler system through R313.2 One and two-family dwellings automatic fire systems, including the exceptions.

Modify: R313.2.1 Design and installation – When provided, automatic residential fire sprinkler systems shall be designed and installed in accordance with Section P2902 or NFPA 13D/2010.

SEC. R105.2 WORK EXEMPT FROM PERMIT.

Modify the section by deleting subsections 1, 2, 3, 4, 5 and 10.

SEC. R112 BOARD OF APPEALS.

Modify by deleting the section in its entirety.

SEC. R313 AUTOMATIC FIRE SPRINKLER SYSTEMS.

Modify by deleting the section in its entirety.

SEC. R313.1 TOWNHOUSE AUTOMATIC FIRE SPRINKLER SYSTEMS.

Modify by deleting the section in its entirety.

SEC. R313.1.1 DESIGN AND INSTALLATION.

Modify by deleting the section in its entirety.

SEC. R313.2 ONE- AND TWO-FAMILY DWELLINGS AUTOMATIC FIRE SYSTEMS.

Modify by deleting the section in its entirety.

SEC. R313.2.1 DESIGN AND INSTALLATION.

Modify the language to read as follows:

When provided, automatic residential fire sprinkler systems shall be designed and installed in accordance with Section P2904 or NFPA 13D/2010.

SEC. R313.3 AUTOMATIC FIRE SPRINKLER SYSTEMS; MANDATORY OFFER REQUIRED.

A contractor or builder of a one- or two-family dwelling subject to the International Residential Code shall:

- (a) Offer to the prospective purchaser or buyer the option to install, at the buyer's expense, an automatic fire sprinkler system in the building or dwelling unit designed and installed in accordance with the provisions of section R313.2.1 (relating to design and installation of automatic fire sprinkler systems) of the International Residential Code (2012 ~~2009~~ edition).
- (b) Provide the prospective purchaser or buyer with information explaining the costs and benefits of installing and maintaining an automatic fire sprinkler system in the building or dwelling unit. The information provided shall include the following publications from the Home Fire Sprinkler Coalition:
  - (i) *Protect What You Value Most*
  - (ii) *The Future of Fire Safety Here Today*
  - (iii) *Now That You're Living With Sprinklers*
- (c) Before issuance of a building permit for any one- or two-family residence, the contractor/applicant shall provide to the Planning and Code Enforcement Department a document signed by both the contractor and prospective purchaser or buyer (or in the case of one or two family dwellings built prior to having an identified buyer (commonly known as "spec homes"), signed by the contractor in place of the prospective purchaser or buyer) stating that the contractor has provided to the prospective purchaser or buyer the information required by Section 1(b) of this ordinance.

Said document shall be in the following form:

Mandatory Offer for Residential Fire Protection

Property Address: \_\_\_\_\_

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Prospective Purchaser/Buyer: \_\_\_\_\_

Address: \_\_\_\_\_



It shall be illegal for any person to do work pertaining to any heating, cooling, ventilating, refrigeration systems, or gas piping systems without being a licensed mechanical contractor, ~~and only as permitted by license according to the following classifications:~~

~~Class "A" License: Enables holder to work on Warm Air Systems.~~

~~Class "B" License: Enables holder to do work on Steam and/or Hot Water Boiler Systems.~~

~~Class "C" License: Enables holder to do work on Cooling and/or Ventilating Systems.~~

~~Class "D" License: Enables holder to do work on Refrigeration Systems.~~

A building-occupant of a single-family residence can install or do mechanical work in his own house, including accessories of the same without a license but is subject to all other provisions of this Code.

To qualify as a builder-occupant, the single-family residence to be worked on must be resided in by the builder-occupant for a period of at least one (1) year from the date an occupancy certificate is issued and/or a final inspection is completed.

#### SEC. M-130.2 MECHANICAL BUSINESS; LICENSE REQUIRED.

(a) Except as provided in subsection (b) below, every person who shall desire to practice the business of a mechanical contractor ~~Contractor~~ shall first obtain a license to do so as provided by this Chapter.

(b) All manufacturing and commercial establishments that have a qualified maintenance staff to do the mechanical work must secure a premises-only license to do mechanical work on their own premises. The application must be filed by the authorized representative of such manufacturing or commercial establishment, and the license must be in the company, the firm, limited liability company or corporation's name. No bond is required in connection with such premises-only license. Permits must be taken out on all installations and major repairs, and inspection of the same requested upon completion.

#### SEC. M-130.3 EXAMINATION PREREQUISITE TO ISSUANCE.

Every applicant for any license required by this Mechanical Code must pass the N29 National Standard Master Mechanical examination, proctored by the International Code Council's (ICC) Contractor/Trades examination program. ~~The exam shall be based on the most recent editions of the codes available. The cost of the exam shall be the responsibility of the applicant, as administered by the International Code Council prior to the issuance of such license.~~

(a) ~~Application for License Examination. Application for a license as a mechanical contractor, shall be made to the Planning and Code Enforcement Department upon forms provided by the department. The application shall state the type of contracting in which the applicant is engaged; that he, or the partnership of which he is a member or a corporation of which he is an officer or representative, is a party directly interested in the license; if a nonresident, the address of his place of business; and if the application is for a license to be issued in the name of the partnership or corporation, the correct name thereof, the location of its principal office, and the length of time such partnership or corporation has been in existence. examination shall be in accordance with the procedures set forth by the International Code Council.~~

(b) Applicant's Qualifications. An applicant for a license as a mechanical contractor as defined in this Mechanical Code shall be at least twenty-one (21) years of age and shall have had at least four (4) years' practical experience in the field or class in which a license is desired, or shall have satisfactorily completed a course in the subject for which the license is sought given by a recognized school, plus one (1) year practical experience in the same, or shall be a registered professional engineer.

#### SEC. M-130.4 BONDS, EXAMINATION, INSURANCE AND LICENSE FEES.

(a) Bond Required of Applicant.

- (1) Any person applying for a new or renewed license required by this Mechanical Code shall execute and deliver to the City Clerk a bond in the penal sum of Two Thousand Dollars (\$2,000.00) payable to the City or a continuation certificate for the same. Such bond shall be made for the use and benefit of the owner of, or any party in interest in the property where the Licensee furnishes any material furnished in violation of the requirements of any law of the State or Code of the City governing such work. The Secretary of the Board shall report to the Board as to the existence and sufficiency of such bond. The bond will be used to correct or complete a project in accordance to the laws and Codes of the City when the contractor fails or is unable to do the same upon written notice from the City.
- (2) The requirements of subsection (1) above shall not preclude the Building Official from requiring, at his discretion, additional bond commensurate with the size of a project if he deems it necessary.

(b) Renewals; Expiration of License. Any person holding a valid license as a Mechanical Contractor from the City of Bloomington on the effective date of this Ordinance shall have the right, without further examination, to obtain a License from the Building Board of Appeals and a license each year thereafter from the City Clerk upon the payment to the City Clerk of a license fee, certificate of liability insurance, and the execution of a bond as required by this Chapter.

The license fee for an annual renewal of a license shall be Seventy-five Dollars (\$75.00). All licenses and renewals of the same shall expire on the 31st day of December of each year, and a renewal shall be obtained on or before January 31st of the following year.

Any license forfeited for nonpayment of the renewal fee may be reinstated upon the payment of the annual renewal fee, plus Twenty-five Dollars (\$25.00) for each month, or portion of a month that such delinquency has continued; provided, however, that after the same has been delinquent and not in force on March 1st of any year, then the same shall be null and void and shall not be renewed.

(c) Licenses for Partnerships, Limited Liability Companies, and Corporations. No partnership, limited liability company, or corporation shall practice or engage in the business of a Contractor, unless a member of the partnership, or an officer or duly authorized representative of such corporation shall obtain a license to be issued to him in behalf of and for the benefit of such partnership, limited liability company, or corporation, which shall be so named in such license, the license shall be issued only if such member of such firm, or officer or representative of such corporation, is personally qualified and complies with all of the provisions of this Chapter.

(d) Reciprocal Provisions. Any person, firm, limited liability company, or corporation who is registered or licensed for the current year in any jurisdiction where the requirements of registration or license were at the date of such registration or license substantially equal to the requirements in force in this City and such jurisdiction extends a similar privilege to the persons registered and licensed under this Mechanical Code, they shall not be required to take an examination, but shall pay a registration fee of Seventy-five Dollars (\$75.00) as provided in this Chapter, to engage in mechanical contracting for such year in this City, and shall file a copy of his registration or license with the Secretary of the Building Board of Appeals.

(e) Liability Insurance Required of Applicant. A satisfactory certificate of liability insurance against any form of liability with ~~to~~ a minimum of One Hundred Thousand Dollars (\$100,000.00) for property damage and Three Hundred Thousand Dollars (\$300,000.00) for personal injury. The insurance shall be maintained in full force and effect during the term of the registration and said insurance or certificate provide that the City be notified of any cancellation of the insurance ten (10) days prior to the date of cancellation.

**SECTION 5.** That Bloomington City Code Chapter 15, Article II, Section 19 shall be and the same is hereby amended to read as follows: (additions are indicated by underlining; deletions are indicated by strikeouts):

#### SEC. 9 ADOPTION OF ELECTRIC CODE.

There is hereby adopted by the City for the purpose of establishing rules and regulations for the safe and practical installation, alteration and use of electrical equipment, including permits and penalties, that certain Electric Code known as the National Electrical Code, as published by the National Fire Protection Association, being particularly the 2014 ~~2011~~ edition thereof and the whole thereof, save and except such portions as are hereinafter deleted, modified

or amended, of which not less than one (1) copy is on file in the office of the Clerk of the City and the same are hereby adopted and incorporated as fully as if set out at length herein and from the date on which the Ordinance shall take effect, the provisions thereof shall be controlling in the installation, alteration, and use of electrical equipment within the corporate limits of the City and on City owned property outside the corporate limits of the City.

**SECTION 6.** Except as provided herein, the Bloomington City Code, as amended, shall remain in full force and effect.

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

**SECTION 8.** 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.

**SECTION 9.** This Ordinance shall be effective ten (10) days after the date of its publication.

PASSED this 24<sup>th</sup> day of February, 2014.

APPROVED this 25<sup>th</sup> day of February, 2014.

APPROVED:

Tari Renner  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Motion by Alderman Fazzini, seconded by Alderman Fruin that the Text Amendment be approved, the International Codes and National Electric Code be adopted and the Ordinance passed.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

**SUBJECT:** Suspension of Ordinances to Allow Consumption of Alcohol at Miller Park Pavilion on March 8, 2014

**RECOMMENDATION/MOTION:** That the Ordinance be passed.

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

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

**BACKGROUND:** The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing in order to hear the request of Lola Jimoh and Felix Anaman to allow moderate consumption of alcohol at their March 8, 2014 wedding reception to be held at the Miller Park Pavilion. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk.

Commissioner Renner opened the liquor hearing and noted that no one was present to address this request.

Commissioner Tompkins recommended that City staff reach out and contact the bride and groom regarding this item. He added that based upon the information received the Commission should allow Commissioner Renner the discretion of placing this request before the Council at their February 24, 2014 meeting.

Commissioner Jordan concurred with Commissioner Tompkins' comments.

George Boyle, Asst. Corporation Counsel, addressed the Commission. He noted that Commissioner Renner had the authority to take this action.

The Commission directed Tracey Covert, City Clerk, to follow up with the requestors.

The wedding reception was scheduled for March 8, 2014 at the Miller Park Pavilion. There were 150 people on the guest list. Anticipated attendance at the wedding reception was 120. Famous Dave's, 1603 Morrissey Dr., had been retained to cater the food and beverage service. Catered alcohol would be limited to beer and wine only. The reception was scheduled from 3:30 p.m. until 8:00 p.m.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The Agenda for the February 11, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

**FINANCIAL IMPACT:** None.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

David A. Hales  
City Manager

**ORDINANCE NO. 2014 - 08**

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

WHEREAS, Lola Jimoh and Felix Anaman are planning to hold their wedding reception at the Miller Park Pavilion from 3:30 p.m. to 8:00 p.m. on March 8, 2014; and

WHEREAS, Lola Jimoh and Felix Anaman have requested permission from the City to serve beer and wine during this event; and

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

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the wedding reception at the Miller Park Pavilion on March 8, 2014 under the conditions set forth in the rental agreement.

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

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

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

PASSED this 24<sup>th</sup> day of February, 2014.

APPROVED this 25<sup>th</sup> day of February, 2014.

APPROVED:

Tari Renner  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Motion by Alderman Fazzini, seconded by Alderman Fruin that the Ordinance be passed.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Text Amendment to Chapter 2. Composition of the Citizen's Beautification Committee

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

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

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

**BACKGROUND:** On January 13, 2014, the Council approved an Ordinance changing the term limits of all Boards and Commissions, except the Fireman's Pension Board, Police Pension Board, Housing Authority Board and Liquor Commission.

In amending Section 72 of Chapter 2 which relates to the Citizen's Beautification Committee, language pertaining to the composition of the Committee was mistakenly deleted. The following language was deleted in error – "Beginning November 1, 1984, the Committee shall consist of twelve (12) persons to be appointed by the Mayor with the consent of the City Council."

The Committee currently consists of twelve (12) members, not the original nine (9) referenced in the Section. This Ordinance corrects the drafting error.

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

Respectfully submitted for Council consideration.

Prepared by: Rosalee Dodson, Asst. Corporation Counsel

Review by: John Kennedy, Director of Parks, Recreation and Cultural Arts

Recommended by:

David A. Hales  
City Manager

**ORDINANCE 2014 - 09**

**AN ORDINANCE AMENDING CHAPTER 2 OF THE BLOOMINGTON CITY CODE  
RELATING TO THE CITIZEN'S BEAUTIFICATION COMMITTEE**

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

SECTION 1. That Section 72 of Chapter 2 of the Bloomington City Code, 1960, as amended, be further amended as follows (additions are indicated by underlines; deletions indicated by strikeouts):

Chapter 2: Section 72: Citizen's Beautification Committee.

(a) Membership. The Committee shall consist of twelve (12) ~~nine (9)~~ persons to be appointed by the Mayor with the consent of the City Council. Effective May 1, 2014, a person appointed to the Committee shall serve a term of three (3) years. This term may be extended after the three (3) years for no more than two (2) additional three (3) year terms. Members of the Committee shall serve no more than three (3) consecutive three-year terms (a total of nine (9) years). Reappointment shall be at the discretion of the Mayor. The members of the Committee shall elect the Chairman and Vice-Chairman on an annual basis. All terms shall expire April 30th. (Ordinance No. 2014-04)

(b) Meetings. The Committee shall meet on a regular basis on a schedule to be determined by the members but not less than once per month. A regular place of meeting shall be established by the Committee members. The Chairman shall provide all members with a written agenda or notice of cancellation of these meetings not less than five (5) days in advance of the meeting. All meetings shall be open to the public.

(c) Duties and Functions. The Committee shall have as its duties and functions:

(1) To recommend to the City Council all programs of any description or variety calculated to enhance the appearance of the City of Bloomington, including but not limited to recommendations for priorities of City action, and changes in both the Bloomington city or other ordinances adopted by the City Council;

(2) To work with appropriate City personnel to establish means to elicit volunteer participation in beautification projects;

(3) To elicit citizen cooperation in carrying out beautification projects whether on a City wide or localized scale which involve landscaping on public or private property;

(4) To serve as an advisory body to the City Council and the City Manager and other city officials in developing plans for projects involving City beautification;

(5) To request, receive and utilize staff assistance from the City Administration to enable the Committee to carry out its responsibilities;

(6) To request, receive and utilize City funds to carry out its responsibilities if:

(a) such requests are submitted in writing to the City Manager; and

(b) such requests are approved by the City Council; and

(c) such requests are included in the City's annual budget and appropriation ordinance, and supplement thereto;

(7) To receive gifts and donations of any variety from other public or private groups or individuals, which gifts or donations would assist the Committee in carrying out its duties and functions. (Ordinance No. 1973-32)

SECTION 2. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 3. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 4. This ordinance shall be effective ten (10) days after the date of its publication.

SECTION 5. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 24<sup>th</sup> day of February, 2014.

APPROVED this 25<sup>th</sup> day of February, 2014.

APPROVED:

Tari Renner  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Motion by Alderman Fazzini, seconded by Alderman Fruin that the Text Amendment be approved and the Ordinance passed.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Community Garden Land Lease Agreement Renewal

**RECOMMENDATION/MOTION:** That the Land Lease Renewal Agreement with Sunrise Co. LLC, in the amount of \$1.00 per year, 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 5c. Incorporation of “Green Sustainable” concepts into City’s development and plans, and 5d. Appropriate leisure and recreational opportunities responding to the needs of the residents.

**BACKGROUND:** For many years, the Parks, Recreation and Cultural Arts Department has managed a community gardens program. The program originated at Sunnyside Park, then moved to Rollingbrook Park, and for the last several years it has been located at the corner of Hershey Rd. and Ireland Grove Rd. An original lease agreement with Sunrise Co., LLC covered May 15, 2008 through October 31, 2009. Prior to that expiration date, a two (2) year lease amendment was approved on September 28, 2009 and again on October 10, 2011, which expired on October 31, 2013. Both parties are interested in renewing the lease for two (2) additional years to October 31, 2015 at the cost of \$1.00 per year.

The Parks, Recreation and Cultural Arts Department is cooperating with the McLean County Wellness Coalition in developing the Action Communities for Health, Innovation and Environmental Change (ACHIEVE) program. The Community Garden program supports an important community level objective within the McLean County Wellness Coalition’s Community Action Program by providing a means for affordable and healthy foods. Council adopted a Resolution supporting this program during its July 25, 2011 Meeting.

Park Maintenance stakes out boundaries to create thirty-seven (37) 30’ x 30’ garden plots, and eight (8) 30’ x 15’ plots, which are rented to citizens on an annual basis. Rentals are handled in the Parks, Recreation and Cultural Arts administrative offices on a first-come, first-served basis on or about April 1<sup>st</sup> of each year. Additional services provided by Park Maintenance include spring till to prepare plots for planting, water (paid for in the Park Maintenance budget), a portable toilet, and fall tilling after harvest. Renters are responsible for all other maintenance

items for their plot. The 30' x 30' plots rent for \$30 while 30' x 15' plots rent for \$15 annually. All forty-five (45) plots are reserved almost every year.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Sunrise Co., LLC.

**FINANCIAL IMPACT:** Funding for the lease is available in G14110 - 70990.

<b>Annual Revenues</b>	<b>\$1,230.00</b>
Annual Expenses	
Grounds Maintenance	\$1,937.41
City Water	\$407.00
Portable Toilet Rental	\$420.00
<b>Total Annual Expenses</b>	<b>\$2,764.41</b>
Annual Subsidy Level	<b>(\$1,534.41)</b>

Respectfully submitted for Council consideration.

Prepared by: John R. Kennedy, Director of Parks, Rec & Cultural Arts

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Carla A. Murillo, Budget Manager

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

Recommended by:

David A. Hales  
City Manager

**AGREEMENT BETWEEN SUNRISE CO. LLC, BLOOMINGTON, ILLINOIS AND  
THE CITY OF BLOOMINGTON, AN ILLINOIS HOME RULE MUNICIPAL  
CORPORATION FOR DEVELOPMENT OF A COMMUNITY GARDEN PROGRAM**

This AGREEMENT is entered into on the date adjacent to each signature line hereinafter by and between SUNRISE CO. LLC, BLOOMINGTON, ILLINOIS (hereinafter called SUNRISE), and THE CITY OF BLOOMINGTON, an Illinois Home Rule Municipal Corporation (hereinafter called CITY).

Whereas, the CITY is a home rule unit of local government with authority to enter into agreements with other legal entities and,

Whereas SUNRISE is a Limited Liability Corporation chartered in the state of Illinois with authority to enter into agreements with units of local government and,

Whereas, the CITY and SUNRISE desire to enter into an agreement for the development and maintenance of a community garden project on SUNRISE property though it would be a project of the CITY; and

Whereas, it is in the best interest of the parties to jointly control and promote the community garden program of the CITY, preserve public funds, enhance recreational programs, and otherwise improve the quality of life of the citizens served by the parties:

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed by and between the parties, as follows.

1. The CITY will maintain a community garden program site on the approximate north two (2) acres of property owned by SUNRISE located at the southwest intersection of Ireland Grove Road and Hershey Road, in the city of Bloomington, McLean County, Illinois. The CITY shall be responsible for clearing the property for the purpose of a community garden program, for providing parking for the participants in the program, and providing ingress and egress to the site all within the parameters of the City's Subdivision Ordinance requirements except that there shall be no hard or permanent surface to the parking lot area.
2. All costs incident to maintaining the site for the community garden program, including providing a water supply for the participants in the program, shall be that of the CITY. SUNRISE does consent to allow the CITY to tap the existing water well on the land should the CITY so desire even though the well site may be beyond the boundaries of the community garden program site. The CITY agrees to provide a minimum of One Million Dollars Liability Policy naming SUNRISE either as a primary or additional insured, which endorsement shall not only include SUNRISE, but also its officers and employees.
3. This "lease agreement" shall begin the date of signature and run through October 31, 2015, at which time a year to year lease shall continue with written agreement from both parties received at least thirty (30) days prior to expiration. Payment for use of such property by the CITY to SUNRISE shall be the sum of One Dollar per year.
4. The CITY agrees to waive all claims against SUNRISE arising out of this Agreement or the condition of the land, and by signature hereto acknowledges the acceptance of the land in question in its present condition. The CITY further agrees to indemnify and defend SUNRISE from any and all claims arising out of the condition of said "community garden site," and further agrees to hold SUNRISE harmless from any damages as a result of injury to persons or property arising out of the use of said land by the CITY. SUNRISE agrees to promptly notify the CITY upon receipt of any claim or notice thereof by any person or persons for injury or property damage applicable to the CITY's use of said property. SUNRISE will cooperate with the CITY in the defense of any such claim.

5. Both parties maintain the right to assert any immunities the parties might have pursuant to the Illinois Tort Immunity Act in connection with any third party claim.

6. The CITY agrees to maintain the site which is the subject matter of this Agreement both during the “growing season” and thereafter so that same shall not be deemed a public nuisance.

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals the date and year herein set forth.

By: Tari Renner  
Mayor  
City of Bloomington  
109 E. Olive Street  
Bloomington, IL 61701

Dated: February 25, 2014

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

Dated: \_\_\_\_\_, 2014

James A. Shirk  
Sunrise Co. LLC  
PO Box 1549  
Bloomington, IL 61702

**Motion by Alderman Fazzini, seconded by Alderman Fruin that the Land Lease Renewal Agreement with Sunrise Co. LLC, be approved, in the amount of \$1.00 per year, and the Mayor and City Clerk be authorized to execute the necessary documents.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Joint Bloomington-Normal RFP and Agreement for Solid Waste Disposal, (Landfill), Services

**RECOMMENDATION/MOTION:** That the RFP and Agreement for Solid Waste Disposal Services be awarded to Allied Waste Services, (Republic), 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 1d. City services delivered in the most cost-effective, efficient manner, and 1e. Partnering with others for the most cost-effective service delivery.

**BACKGROUND:** Through intergovernmental cooperation, the City and Town of Normal jointly issued an RFP for landfill services and currently are under contract with Allied Waste Services, (Republic), owner of the McLean County Landfill in west Bloomington. The contract expires February 28, 2014, and is itself an extension of a contract that expired twelve (12) months earlier. The cities jointly issued a Request for Proposals on January 7, 2014, and the deadline for companies submitting proposals was January 28, 2014. At the drafting of this memo, the matter was scheduled for the Normal Town Council's meeting agenda on February 17, 2014. A copy of the Normal Council memo was provided to the Council.

**Duration:** The Twin Cities seek a two (2) year agreement and an option for renewal in each of the five (5) years after the two (2) years elapse.

**Current contract/company:** Staff from the cities has been pleased with service under Allied, (Republic) for the past six (6) years. The current rate or tipping fee for Bloomington-Normal is \$44.44 per ton. The following is a table showing the historical trend of the tipping fees over the past six (6) years.

March 1, 2008 -- February 28, 2009	\$36.89 per ton
March 1, 2009 -- February 28, 2010	\$38.36
March 1, 2010 -- February 28, 2011	\$39.90
March 1, 2011-- February 29, 2012	\$41.49
March 1, 2012 -- February 28, 2013	\$43.15
March 1, 2013 -- February 28, 2014	\$44.44

Allied further offers the convenience of location since the transfer station is on W. Washington in Bloomington. Not only is the landfill located here, but Allied provides a transfer station, which Normal and Bloomington's operational staffs find advantageous. A transfer station is where the garbage trucks dump the refuse collected at the curb. The transfer station on W. Washington St. has a concrete pad that addresses the previous operational concerns of the equipment getting stuck when dumping directly at the landfill. A transfer station must be permitted through the Illinois Environmental Protection Agency (IEPA). Allied's transfer station is located next to the McLean County landfill. Twin City crews empty their loads at the transfer

station, and Allied staff uses company equipment to move the materials from the transfer station into the landfill. This is a time benefit for municipal workers, reduces cities' truck maintenance and averts the potential of City and Town garbage trucks getting stuck while traveling within the landfill. Bloomington and Normal wish to avoid lengthy trips to dispose of garbage because of the time lost to productivity of workers in transit and because of the wear and tear that additional mileage causes. They also wish to have the use of a transfer station rather than having to drive municipal vehicles into a landfill. In addition, Allied has also been amenable to the cities' desire to retain the right to divert refuse elsewhere. Specifically, the cities would like to partner with private enterprise to recycle bulk waste, although up to now delays in permitting have prevented that from occurring.

**Two (2) Proposals**

Two (2) companies submitted proposals: Allied Waste Service, (a Republic Services Company), and Area Disposal Service, (which is also known as PDC/Area Disposal). Both have substantial experience and expertise in solid waste disposal.

		<b>Area</b>	<b>Allied</b>	<b>Area</b>	<b>Allied</b>
3/1/14	to	\$33.65	\$46.46	No charge	\$22.24
2/29/16					
3/1/16	to	\$35.00	\$48.55	No charge	\$23.25
2/28/17					
3/1/17	to	\$35.90	\$50.01	No charge	\$23.95
2/28/18					
3/1/18	to	\$36.80	\$51.51	No charge	\$24.67
2/28/19					
3/1/19	to	\$37.97	\$53.06	No charge	\$25.41
2/29/20					
3/1/20	to	\$39.17	\$54.65	No charge	\$26.17
2/28/21					

*(Note: Need for after hour or weekend service would primarily be in case of an emergency or disaster.)*

Allied also submitted an alternative proposal with the following rates. The rates are lower while the duration of the contract is lessened compared to the proposal it made in compliance with the RFP.

<b>Allied Alternative Rate Proposal</b>	
Year One	\$45.11
Year Two	\$45.79
Year Three	\$46.48
Year Four	\$47.87
Year Five	\$49.31

### **Location/cost issue**

The RFP does not require a company to own a local landfill but did ask that the company have a transfer station within ten (10) miles of the core of the Twin Cities or be imminently planning to build one. Area/PDC does not meet that requirement. It estimates the distance from Main and Division St. to the Clinton Landfill at twenty-eight (28) miles. However, it also wrote in its proposal that the cities stood to save \$500,000 over two (2) years in tipping fees because of its low tipping fee.

Despite the lower tipping fee, staffs of the two (2) cities have concerns about the prospect of driving the new automated trucks to Clinton to unload solid waste, which includes household trash and bulk. These concerns included cost of operations, loss of productivity and operations during inclement weather. The City does not currently have an IEPA permit that would allow it to dump the refuse and load it into a semi for transport to the Clinton landfill. The City contacted the IEPA to verify this was the case.

**Fuel and maintenance:** According to the Crystal Report, City recycling trucks cost \$1.79 per mile for fuel and maintenance. Our new garbage trucks are the same model. That puts the cost to drive to the landfill, unload one (1) truck and drive back at \$100. This is apart from the wages, benefits and pensions of the drivers. It is unclear from the proposal whether the Clinton Landfill has a transfer station from where our trucks could drop their loads or whether City trucks would be required to drive into unpaved landfill areas. The trucks have a single drive axle with air tag axle and are not designed to operate off road. The travel also adds to accident exposure.

**Time:** For the Bloomington and Normal drivers, time on the road would result either in overtime or addition of trucks and employees. The Bloomington trucks cost \$325,000 each. With our current back-loading, manual-collection trucks, it is common, (perhaps three times a week), for a route driver to have to make two (2) drops at the landfill in a given day. Staff is uncertain how often they will need to unload the new trucks; their compaction ability most likely will be different.

**Weather:** Weather presents another great concern. During inclement/bad weather (rainy, icy, snowy, windy and white-out conditions) travel along U.S. 51 to and from Clinton will cause time delays and increase accident exposure. There likely will be days in which the municipalities would be unable to dispose of their garbage because of disruptive road conditions, which would translate to the inability to collect garbage on certain days.

### **Capacity**

Allied's McLean County Landfill, which opened in 1990, is nearing the limit of its capacity. The IEPA in its annual capacity report for 2013 listed the McLean County landfill as reaching capacity in 2017, assuming current level of usage. Theoretically, Allied could take the cities' garbage to another landfill after receiving it at its west side transfer station, although the cities' are not aware of Allied's current strategy in handling local refuse if the landfill closes. This question was brought up in the pre-meeting for the RFP process and Allied did not provide a hard closure date. This is proprietary information that they do not have to provide.

Area is well situated in regard to capacity. It proposes to use the Clinton Landfill. Opened in 2009, its current life expectancy runs to 2063.

**Scoring the proposals**

Three (3) Bloomington officials and two (2) Normal officials reviewed the proposals and scored them independently. Scoring were Wayne Aldrich and Tom Ramirez from Normal and Jim Karch, Rob Henson and Jon Johnston from Bloomington. The scores were then compiled and averaged by Mr. Johnston, who is the City’s Procurement Manager.

The scoring guide rated the two (2) bidders on qualifications, experience, operation of a local “transfer facility,” capacity to meet Bloomington-Normal needs, ability to meet billing requirements and cost proposal as it meets the municipal budgets. They further were rated on compliance with the RFP. The ratings of committee members were added and then averaged. Below is the score of the committee.

<b>Company</b>	<b>Committee Tabulation</b>
Allied Waste Services	94
Area Disposal Service	75

**Recommendation**

Based on the evaluation criteria included in the RFP, the selection committee recommends Republic Services, Inc. for the solid waste disposal contract. Republic currently operates the only licensed waste disposal facility that accepts municipal solid waste within the parameters stated in the RFP. The proposed fee per ton of \$46.46 represents an average increase of 2.3% over the initial two (2) year contract period. This increase is consistent with the average annual increase of three percent (3%) since 1997.

The proposed contract was based on the past solid waste contracts and has been reviewed by both the Town of Normal and City of Bloomington’s Legal Departments and found to be acceptable.

This matter was scheduled for the Normal Town Council agenda on February 17, 2014. In accordance with the proposal, if either Council rejects the proposal, the other may proceed independently with the same proposed pricing.

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

**FINANCIAL IMPACT:** Landfill costs are built into the Solid Waste budget under Landfill Fees (54404400 - 70650). Stakeholders may locate this in the FY 2014 Budget Book titled “Other Funds & Capital Improvement Program” on page 182.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, Director of Public Works

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Carla A. Murillo, Budget Manager

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

Recommended by:

David A. Hales  
City Manager

**Mayor Renner introduced this item. Alderman Fazzini recused himself and left the dais.**

**Motion by Alderman Schmidt, seconded by Alderman Fruin that the RFP for Solid Waste Disposal Services be awarded to Allied Waste Services, (Republic), and the Mayor and City Clerk be authorized to execute the necessary documents.**

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

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

**Nays: None.**

**Motion carried.**

**Alderman Fazzini returned to the meeting.**

**The following was presented:**

City Manager Proposed FY 2014/2015 Budget Presentation.

**Mayor Renner introduced this item. David Hales, City Manager, presented the FY2015 Budget and Annual Financial Plan. He thanked Patti-Lynn Silva, Finance Director and Carla Murillo, Budget Manager for their efforts. This was the second year utilizing the MUNIS budget module. He relied on City staff to pull the budget document together.**

**Mr. Hales presented a historical review. His first budget was in 2009 during tough financial times. A fiscal recovery plan had been implemented. The General Fund balance was approximately \$20 million and the City's credit rating was AA+. Master plans have been created for Parks, Sewers and Facilities. In summary, the City was strong financially and infrastructure needs were being addressed.**

Attention to City staff was an urgent need. Currently, there were 619 full time staff which included the Library. This figure did not include part time or seasonal staff. Expectations have increased over the last five (5) years. Staff reductions have resulted in a backlog of work. Liabilities were carried on the balance sheet because staff was forced to deal with higher priority projects. He cited the MFT Resolutions which appeared on this evening's meeting agenda as examples. There were too few employees to complete the job right the first time. Managers were doing line work because there was no one to delegate to. City staff was overburdened. He anticipated a number of upcoming retirements. There was no plan for same. Staff operated with a limited number of written policies and procedures. There was a lack of appropriate training and cross-training. He cited the importance of a work/life balance. The end result was stress, anxiety and burn out.

The Council had been discussing a much needed culture change and a focused customer service initiative. Many employees experience guilt for taking benefitted paid time off as this placed a burden on co-workers. The strategy to request staff to do more with less was not sustainable. Personnel resources needed to be balanced with a realistic workload. If finances and personnel were not available for projects, then those projects would not be completed. The City needed to invest in its employees in order to revitalize the organization, rebuild trust and create a sense of pride in the work performed.

Mr. Hales recommended that Council approve the \$180 million budget and support the addition of seventeen (17) new full-time employees. He also recommended that Council approve funding to a right sized City organization. Employees would be engaged in this process. Additional information would be presented at the March 22, 2014 Budget Work Session. He had high expectations for himself and the City. The City needed to function as a high performing organization. He needed the Council's support. Attention must be given to a healthy work life balance. The City's most important asset was its employees. FY 2015 would be focused on the employees.

Patti-Lynn Silva, Finance Director, addressed the Council. She thanked them for the opportunity to present the FY 2015 Budget. She also recognized Mr. Hales' comments and thanked Carla Murillo, Budget Manager, for her efforts. Ms. Murillo joined the Finance Department in October 2013. She also thanked the Finance Department staff and various City department managers for their efforts on the budget.

The FY 2015 Budget represented an increase of \$11,080,631 over FY 2014 or 6.54% increase. Expenditures were presented by function. The major expenditures were salary/benefits and contractals which equaled fifty-five percent (55%) of the total budget.

Twenty-eight (28) funds made up/consisted the budget. The two (2) major funds were General and Water which represented sixty-six percent (66%) of the budget. The General Fund was the only fund that may be spent in an emergency. The projected year-end balance was \$13.4 million which represented fifteen percent (15%) fund balance. The Council had set this percentage as the fund balance goal. It was City staff's intention that this amount be retained. The Water Fund's projected year-end balance was \$14.8 million

which represented seventy-nine percent (79%) fund balance. This figure was intentional as capital projects were planned for these funds.

The City anticipated \$172 million in revenue during FY 2015. Of this total, eighty-five percent (85%) came from two (2) sources: forty-nine percent (49%) from taxes and thirty-six percent (36%) from charges for services. There are eight (8) major tax revenues, 1.) property; 2.) sales; 3.) utility; 4.) income; 5.) food & beverage; 6.) franchise; 7.) replacement; and 8.) hotel/motel. She added that sales taxes could be broken down as state and home rule. Property taxes equaled twenty-eight percent (28%) and State & Home Rule Sales taxes represented thirty-six percent (36%). Utility taxes were nine percent (9%) of the total. This figure included the increase to this tax. The Property Tax Levy was adopted in the fall 2013 and was held flat. There were nine (9) overlapping taxing districts within the City. There had not been an increase to a major revenue source in years. City staff was not proposing a sales tax increase. A new Amusement Tax was being proposed along with an increase to the Utility Tax. The Utility Tax for cable was in reality an amusement tax. The food and beverage and hotel/motel taxes were equivalent to peer cities.

Mayor Renner questioned the Amusement Tax which he believed applied to ticket sales. Ms. Silva estimated that this tax would generate \$1 million and that \$400,000, (for cable), would be found in the Utility Tax for statutory reasons. There was \$1 million in the budget for the cable taxes.

Ms. Silva addressed charges for services. They were the second largest revenue area at \$62 million. Water generated \$16.8 million and represented 26.9% of this category.

The General Fund equaled \$93.8 million or fifty-one percent (51%) of budget. The FY 2015 budget proposed an increase of \$6.7 million over the FY 2014 budget or 7.8% increase. Salary and benefits made up fifty-two percent (52%) of the General Fund. Contractuals represent thirteen percent (13%) as the next largest category. These two (2) employee related items made up sixty-five percent (65%) of the General Fund.

General Fund expenditures as budgeted represented a 7.8% increase. Primary increases were to salaries at 11.83%, benefits at 21.15% and contractuals at 9% over FY 2014. Commodities decreased by \$324,497 or a decline of 3.5%. Capital expenditures decreased by \$989,351 or a decline of 100%. Transfers out decreased by \$1.9 million or a decline of 20.2%.

Expenditure highlights included salary and benefits which increased by \$6 million. \$4 million was due to increases for current staffing levels, (\$2.7 million for public safety). \$1.6 million was for proposed staff additions. \$700,000 was a new costs: revitalizing the City Organization Plan. There had been a \$300,000 reduced in contributions to the Employee Healthcare Fund.

Mr. Hales clarified that the \$4 million represented costs for union contract settlements, retroactive pay and signing bonuses. The past few years have been

understated because of delayed contract settlements. All of these increases have been approved by Council including merit pay increases for classified staff. This figure represented catching up for past years. Effort has been placed on accurate projections going forward. The budget represented full staffing but in reality, there would always be vacancies. There also was a negative appropriation to allow for vacancies. He cautioned the Council that a number of collective bargaining agreements expired on April 30, 2014. This would impact future budgets. Public safety was a high priority and represented forty percent (40%) of the General Fund.

Ms. Silva addressed contractals (Workers' Compensation/Liability Insurance & contractual employees). This area had increased \$1 million. It could have been a \$2 million increase but premiums were reduced. The General Fund would contribute the same premium levels as FY 2014. Mr. Hales added that the City was self-insured. Each department's participation was based upon actual costs.

Ms. Silva noted there was a \$300,000 increase to insurance administration fees; \$150,000 was for a proposed Safety Coordinator. There was a \$300,000 increase for temporary and contract employees and \$200,000 increase to General Liability/Property Insurance premiums. Mr. Hales added that these figures included all contractual elements.

Ms. Silva addressed capital expenditures which had decreased by \$1.6 million. A capital lease would be used to finance \$4.2 million of capital equipment and vehicles. No cash for capital equipment was proposed in the General Fund. Principal and interest expense would increase \$900,000 for lease financing; \$700,000 was related to the FY 2015 equipment and vehicle requests. Intergovernmental expenditures would increase by \$1.6 million due to the FY 2015 payment to the Police and Fire Pension Funds. Transfers out would decrease by \$1.9 million. There would be a transfer of \$1.5 million to the Capital Improvement Fund. A \$1.4 million increase to the Debt Service Fund would cover the debt service for the \$10 million street resurfacing bonds and other covenants.

General Fund revenues come from two (2) main sources: taxes which equaled eighty percent (80%) and charges for services which equaled fourteen percent (14%). The major taxes were the State and Home Rule Sales at thirty-eight percent (38%) and Property at twenty-five percent (25%). The Utility Tax increase had also been included.

No major General Fund revenues have been increased. Property and sales taxes made up sixty-three percent (63%) of total General Fund revenues. Property taxes have not been increased since FY 2010. The Home Rule Sales Tax increase (.0025) from FY 2009 is scheduled to sunset in FY 2016. Action would be needed during this budget session to continue funding the US Cellular Coliseum (USCC) and Bloomington Center for the Performing Arts' (BCPA) debt service. The majority of these revenues were elastic and dependent upon a successful economy. Growth in consumer spending showed signs of decline or plateau. The funding gap would be addressed by an increase to the Utility Tax and the creation of a new Amusement Tax. The Utility Tax would be raised to the statutory maximum. Ms. Silva believed that \$3 million in new revenue would be generated.

Mayor Renner noted that the Utility Tax would be phased in. Ms. Silva informed the Council that there were four (4) components, (electricity, natural gas, telecommunications, and water), to this tax which would be phased in over time. She believed that \$4.2 million of new revenue would be generated by utility taxes but only \$3 million would be generated during FY 2015. The new Amusement Tax was proposed at four percent (4%). Tax on amusements was defined as participative and exhibitivite entertainment. It included sporting events, theatrical/musical events, movies, bowling, cable and dvd rentals. Previously the tax on cable was collected under the Utility Tax and would be included in the new Amusement Tax. This tax could generate up to \$1 million in new revenue but was difficult to project.

The proposed Utility Tax increase would affect electric, natural gas, telecommunications, and water. The electric rate was based on a sliding scale per kilowatt used. Natural gas would be taxed at five percent (5%); telecommunications would be taxed at six percent (6%); and water would be taxed at five percent (5%). These increases would match our peer cities, including the Town of Normal. All were at the statutory limit. The impact of the Utility Tax increase upon the average resident would be \$7.71 per month.

Examples of the Amusement Tax impact include a movie ticket which would increase from \$10 to \$10.40; a BCPA \$25 ticket would increase to \$26; and a \$80 monthly cable bill would increase to \$83.20. More information/education and a draft ordinance would be available prior to the March 22, 2014 Budget Work Session.

Other budget highlights included implementation of the Facilities Plan: year one life and safety issues as well as ADA compliance. Sewer requested \$2.6 million in capital projects, four (4) projects were listed in the Sewer Master Plan. \$2 million of the Sewer Fund was being retained for potential exposure from City owed annexation agreements such as the Grove Subdivision. \$300,000 was proposed for a Streets Master Plan. To maintain a positive cash position, Storm Water has no capital projects budgeted. Rates have not been increased since 2004. Both Sewer and Storm Water would participate in rate studies budgeted in FY 2015.

Council adopted a new variable rate structure for Solid Waste fees to be phased in over three (3) years beginning May 1, 2014. The new rates should result in a positive fund balance by FY 2017. The Golf Fund was in a negative position due to last year's wet spring. Golf revenues do not support needed capital maintenance. A policy was needed to address capital funding.

\$1.4 million of the Motor Fuel Tax (MFT) Fund would be spent for three (3) traffic signals, Jersey & Linden St. bridge improvements and other design work for future street improvements. The Water Fund would spend \$8.5 million for water projects that addressed critical infrastructure replacement/upgrades. \$1 million had been budgeted for the southwest well construction. Water was 100% funded.

Capital projects by fund were presented as follows: Capital Improvement Fund for FY 2014 was \$16.2 million and included the \$10 million street resurfacing bond issue; MFT

normally spent \$2.1 million but would only spend \$1.4 million; Water Fund was spending \$8.5 million; Sewer was spending \$2.5 million, Storm Water Fund had no funds budgeted. Golf Course was planning one (1) project that would be paid by the General Fund and the USCC also had no funds budgeted.

Capital equipment had \$4.2 million in General Fund expenditures, Water Fund had \$519,885, Sewer and Storm Water Funds have no funds budgeted, Solid Waste Fund had \$325,000 budgeted, Golf Course had \$25,000, USCC had \$192,000 and all other funds have \$280,260. Highlights included a ten (10) year lease in the amount of \$1.48 million for the Fire Department to replace two (2) 1990's engines. Starcom radio upgrades were planned in the amount of \$860,500. These were mandated for communications and would allow for compatibility with Normal. The balance was for normal rolling stock of vehicles and equipment as determined by the Fleet Manager.

Mr. Hales noted that a key term was financial sustainability. The City has not had the manpower to provide estimates for more than twelve (12) months into the future. The goal was to make projections for FY 2016 and FY 2017. The sooner Council understood future challenges, then the City could begin to address issues proactively. He was committed to engaging citizens. The City has an obligation to help citizens understand why they will be asked to pay more for services. Stakeholders continued to request enhanced services. It was difficult to say no but even more difficult to ask citizens what they were willing to pay for. The City must inform and engage citizens.

Mr. Hales stated that the five to twenty (5 – 20) year Capital Improvement Plan must be developed. The City must weigh what was affordable which paled in comparison to deferred maintenance projects. The City needed to educate stakeholder regarding the needs and be ready to show demonstrated results. The City must also address aging infrastructure. City staff was ready to assist Council in budget process. The budget must be adopted by the end of April. A critical decision for the Council was a financial plan for FY 2015.

Mayor Renner noted small group meetings with Aldermen, the City Manager and Finance Director. A Budget Work Session was scheduled for Saturday, March 22, 2014. This was the first public presentation of the budget.

Alderman Fazzini noted salary and benefit increases. He questioned if these figures represented raises for City staff in a single year. Mr. Hales responded negatively. He clarified that it was the result of playing catch up over multiple years and included longevity increases. It also included the additional seventeen (17) positions. Ms. Silva added that percentage of salary increase was budgeted at two percent (2%).

Alderman Fazzini questioned the normal term for a lease. Ms. Silva responded usually five (5) years. He also questioned the interest rate on the \$10 million street resurfacing bond. Ms. Silva stated it was low.

Alderman Fazzini questioned if all of the proposed tax increases would be paid s by City residents. Ms. Silva responded affirmatively with the exception of the Amusement Tax.

Alderman Fruin questioned if the bridge at Jersey and Linden was in fact in the City. Jim Karch, Public Works Director, confirmed that it was the City's responsibility.

Alderman Fruin echoed Mr. Hales' comments regarding citizen engagement. It was critical. Citizens needed to know what percentage of their property tax dollar went to the City. The City has held this tax flat. He requested the amount spent on snow/ice removal and water main breaks from January and February 2014 compared to past years. This information needed to be shared with the public. The City needed to tell the story.

Alderman Black liked the presentation and thanked Ms. Silva. This would be his first budget and he wanted to focus on the hows. He had heard the gamut of comments from the community. He questioned the middle ground. He challenged Council to view issues from the opposing side. He looked forward to the budget commentary.

Alderman Stearns questioned the seventeen (17) employees and the number of public safety positions. Ms. Silva replied two (2) police officers and three (3) firefighters. Alderman Stearns noted that there were twelve (12) other positions. She questioned if the Communications Director was included in this total. Ms. Silva noted that this position had been included in the FY 2014 budget. There were a variety of departments that had requested staff increases.

Alderman Stearns stated that citizens expected infrastructure repair and maintenance. She cited snow removal, pothole and cave in repairs, water main breaks, etc. She was unsure what the citizens would receive from these other twelve (12) positions for a minimum of \$8 more per month. The City was proposing raising taxes to the maximum levels and not allowing the sunset clause on the Home Rule Sales Tax. The Council needed to recognize that the school districts were proposing a sales tax increase. Average citizens were suffering. Illinois was ranked third in the nation for out migration. Citizens were maxed out and she expressed her concern. Citizens should understand what they received for their tax dollars. She restated that citizens were struggling.

Alderman Sage cited the March 22, 2014 Budget Work Session. He questioned the "average resident". He specifically questioned what it was based upon (home value or other criteria). He agreed that the City needed to tell the story when asking for more revenue. Council needed to bring suggestions regarding what to eliminate/ reduce to avoid tax increases.

Alderman Lower commented on financial sustainability. Individuals and businesses were under economic stress. The City was changing the environment. The Council needed to review the Illinois Policy Institute's report that addressed out migration. The IRS (Internal Revenue Service) and the Census Bureau cited a net population loss for Illinois. The net loss in taxable income was \$30 billion. The economic environment caused people to

leave the state. He cited state government issues and talk of a progressive tax plan. In addition, there was the impact of the Affordable Care Act. The Council needed to consider the entire picture.

Alderman Mwilambwe appreciated the work on the budget. The presentation was sombering. The City must educate its citizens. There was a disconnect between expectations and what residents were willing to pay for services. The funding gap must be closed. The City needed to share its fee history. This would help to clarify the situation, aid in decision making, and help the Council to move forward.

Mayor Renner stated that the stakes were high. The City would reach out to the citizens.

**CITY MANAGER DISCUSSION:** Mr. Hales informed the Council that the proposed budget would be available on the City's web site and also on CD for a nominal fee.

He requested that John Kennedy, Parks, Recreation & Cultural Arts Director, address the Council regarding state grant with an application March 10, 2014 deadline.

John Kennedy, Park, Recreation & Cultural Arts Director, addressed the Council. The Illinois Department of Natural Resources' (IDNR) PARC grant was established in 2009. It was for bricks and mortar construction projects for parks and recreational facilities only. It has a seventy-five percent (75%) government/twenty-five percent (25%) local match with a \$2.5 million cap per project. The application fee is between \$100 and \$300. Parks staff was considering two (2) possible projects for the Creativity Center. One was an infrastructure project at a cost of \$600,000. The City's local match would come from existing private dollars.

Mayor Renner clarified that no taxpayer dollars would be spent.

Mr. Kennedy responded affirmatively. The second option would be for the Creativity Center's renovation project. There were enough private dollars available for this project as well.

Mayor Renner noted that the grants if completed, the impact would be budget neutral. Mr. Kennedy responded affirmatively.

Mr. Hales reminded Council that private funds paid for the original Creativity Center study. There were insufficient funds to move forward on the Center and Council took no formal action to approve the study. Private citizens were unable to pursue an expanded capital campaign. The local match would make use of these private dollars to improve the facility.

Mayor Renner noted that this project could move forward with these private funds. Mr. Hales believed that the Council would have to vote to release the private funds. He

added that applying for the grant would not mean a grant would be received and/or approved. The application deadline needed to be met.

Alderman Sage said that while the construction would be budget neutral, the City would be obligated to provide staff, operations and maintenance. Mr. Hales confirmed same. Projected operating costs were available. The Bloomington Center for the Performing Arts (BCPA) received a \$1.7 million subsidy from the City.

Alderman Schmidt expressed her opinion that the City had an obligation to this building. Currently \$1.1 million in private dollars had been raised. If nothing was done with this money, then additional fundraising would not be possible. Council has stalled this project. Council had the available details.

Mayor Renner clarified that the City owned building. The roof was in bad shape. Mr. Kennedy confirmed that City staff worked in and operated this building. Mayor Renner added that state funds would be used to repair same.

Alderman Mwilambwe questioned if there were restrictions on the \$1.1 million privately raised funds. He also questioned if the City could lose these dollars. Mr. Kennedy stated that the money must be spent on Creativity Center projects. He added that of this total there was a \$130,000 HUD (Housing and Urban Development) grant that could also be lost.

Mayor Renner stated that this was not an action item on this evening's agenda. It was presented to raise Council's awareness of the deadline and that Council might need to take action in the near term.

**MAYOR DISCUSSION:** Mayor Renner noted that State Representative Keith Summer was in attendance at this evening's meeting.

He thanked Marlene Gregor who was responsible for an art gallery in the Mayor's office. He invited all to visit. The artwork was on loan and was available for sale.

Mayor Renner informed the Council that he would be attending One Voice and the National League of Cities Conference. He would be unable to attend the Council's March 10, 2014 meeting. Alderman Schmidt would act as Mayor Pro tem. There would be a tribute to former Alderman Jennifer McDade. Aldermen Schmidt and Black would host the Mayoral Open House held on Friday, March 7, 2014 during his absence.

**ALDERMAN DISCUSSION:** Alderman Black commented on his email recommending a group photograph of the Council. David Hales, City Manager, suggested that the photograph be taken in the spring 2014 in front of the City Hall fountain.

Alderman Stearns thanked Mayor Renner for moving forward on the Elmo Quinn Day Proclamation.

**Motion by Alderman Schmidt, seconded by Alderman Mwilambwe, that the meeting be adjourned. Time: 8:33 p.m.**

**Motion carried.**

**Tracey Covert  
City Clerk**

WORK SESSION  
Feasibility Study for Proposed Downtown Hotel  
February 10, 2014

Council present: Aldermen Mboka Mwilambwe, Kevin Lower, Judy Stearns, Jim Fruin, David Sage, Karen Schmidt, Scott Black and Mayor Tari Renner.

Council absent: Rob Fazzini.

Staff present: David Hales, City Manager, Justine Robinson, Economic Development Coordinator, and Tracey Covert, City Clerk.

Mayor Renner called the meeting to order at City Hall at 5:47 p.m. He noted the Work Session topic: Feasibility Study for Proposed Downtown Hotel.

Justine Robinson, Economic Development Coordinator, addressed the Council. This evening's presentation would be an update to item #24 on the FY 2014 Action Plan, Downtown Hotel Feasibility Study: Staff to complete study and present to Council. An RFP, (Request for Proposal), for a Downtown Hotel Feasibility Study had been issued and awarded to HVS. The contract was approved by the Council on December 9, 2013. She provided background information about HVS. This firm specialized in the hospitality sector. HVS served as trusted advisors and conducted market studies. She introduced Hans Detlefsen, HVS' Chicago office's Managing Director/Owner.

Mr. Detlefsen thanked the Council for the opportunity to address them. He provided background information regarding his office, (case studies, market conclusions, hotel supply analysis, occupancy & ADR, (Average Daily Rate), projections and feasibility analysis). His presentation would include a summary of the feasibility study, case studies, market conclusions, hotel demand/supply, occupancy and feasibility. The overall concept was for an upscale hotel with 150 rooms. The hotel would offer food/beverage service for breakfast/dinner, fitness center, business center, and conference center. A planned opening date was 2016. It would be an upscale, select service brand.

He presented case studies. Type #1. Public Ownership, (Rare). Under the Public Ownership Model the public entity owns the hotel & conference center, a private hotel company operated both, public funds cover construction costs, public sector is at risk if operating income was insufficient to pay the debt service, and public sector approves the budget and may influence booking strategy through asset management. He cited the Marriott Coralville Hotel & Conference Center, Coralville, IA and the Hilton Hotel & Conference Center, Vancouver, WA, as examples.

Type #2. Public Private Partnership. Under the Public-Private Partnership Ownership Model the conference center is publicly owned while hotel is privately owned. It was beneficial to have one operator due to cost savings from shared BOH and sales & marketing department. It has become more common in recent years due to shared costs and risks, public only responsible to fund the initial construction costs of conference

center rather than commit to ongoing support of operating costs, and community typically has limited control over budget process and booking strategy. He cited Tinley Park Holiday Inn & Convention Center, Tinley Park, IL and Embassy Suites Frisco Convention Center, Frisco, TX as examples.

Type #3 Private Ownership. Under the Private Ownership Model the conference center and hotel were privately owned. Both were also privately operated, typically not financially feasible, and public subsidizes feasibility gap. He cited Embassy Suites Hotel & Conference Center, Norman, OK and Hilton Garden Inn Manhattan, Manhattan, KS as examples.

Mr. Detlefsen stated that HVS was not an advocate. HVS acted as a resource.

David Hales, City Manager, addressed the Council. He cited the Marriott in Normal which appeared to be a model privately owned hotel with a City funded conference center.

Ms. Robinson noted the parking garage. She believed that the figure was \$40 million but offered to verify the numbers.

Mr. Detlefsen restated that this hotel would be one step down from a full service level hotel. He noted the strong brand range of demand sources, (State Farm Ins. Co., Illinois State University, US Cellular Coliseum, (USCC), Country Financial, Advocate BroMenn Medical Center, Mitsubishi Motors Co., OSF St. Joseph Medical Center, and Illinois Wesleyan University).

HOV performed a SWOT, (Strengths, Weaknesses, Opportunities, & Threats), Analysis. Under Threats he cited new hotels: Residence Inn by Marriott and Hyatt Place. These hotels would also be a threat to existing hotels.

Mr. Detlefsen addressed event days at the USCC. He also addressed hotel occupancy. A bar chart was presented for December 2012 until November 2013. Occupancy rates were over seventy percent (70%) in nine (9) of these months. He also addressed the local hotels' wide range of ADR. A bar graph was provided which addressed a number of local select limited service hotels. The ADR varied from \$85 - \$150. He added that the ADR was strong. A bar chart was provided which covered December 2012 until November 2013. The ADR over the last year had been \$110 for ten (10) of these months. In addition, he addressed mid-week occupancy. A bar chart had been provided which was presented by the day of the week. He cited strong midweek occupancy.

HVS provided a Hotel Supply Analysis. It addressed the location of existing hotels. These hotels were clustered. There was not a single hotel in the Downtown. New supply was the result of strong demand. The long term trends data chart addressed annual average supply/demand. Demand was outpacing supply. The ADR had grown during the recession. The current competition offered a mix of performance levels. The primary competitors, (Marriott Hotel & Conference Center, Courtyard and Doubletree), were

strong performers. He also addressed the secondary competitors. In addition, there was new supply, (Residence Inn, Hyatt Place and proposed Downtown Hotel). This would dilute demand.

Mayor Renner addressed location. The proposed Downtown hotel would be located near/adjacent to the USCC. He hoped that this would lead to new events at the USCC.

Mr. Detlefsen addressed three (3) market segments: 1.) commercial; 2.) meeting/group; and 3.) leisure. He also addressed demand: economic improvement and induced demand. The conference center would induce demand by an estimated 7,200 room night per year. The conference space was large which would attract groups other than USCC events. A hotel staff's goal was to sell room nights. The USCC staff had different goals. HVS looked at similar properties and researched data from other cities.

Mr. Detlefsen addressed occupancy and ADR. He anticipated a slight decline in base demand. He cited the slow economic growth. The projected occupancy was a realistic reflection of same. He addressed the substantial unaccommodated demand. An occupancy chart had been prepared. Occupancy percentages over ninety percent (90%) were shown in red. Occupancies over eighty percent (80%) were shown in orange and occupancies over seventy percent (70%) were shown in yellow. Occupancy over seventy percent (70%) meant that demand was turned away. This was a positive sign for investors/developers.

Based upon the information, HVS estimated that a Downtown hotel would have an occupancy rate of sixty-nine percent (69%) and an ADR of \$125.

Mayor Renner questioned figures for the Marriott in Normal. He believed that a greater market segment at this property was commercial.

Mr. Detlefsen cited management strategy. The Downtown hotel would have 150 rooms for transient commercial guests.

Mayor Renner questioned a comparison of the meeting/group versus leisure market segments. Mr. Detlefsen believed that leisure would have the advantage due to the proximity to the USCC.

Mayor Renner noted a potential Rt. 66 Visitor's Center at the McLean County History Museum. He questioned if the Visitor's Center would have an impact on HVS' model.

Mr. Detlefsen cited timing and induced demand for lodging. He reviewed figures for the first three (3) years, ADR for 2016 – 2018.

HVS had performed a Feasibility Analysis. It looked at cost versus market value. The projected house profit was approximately forty percent (40%). Net income was projected at approximately thirty percent (30%).

Mayor Renner noted that the funding/feasibility gap addressed raw costs – no incentives had been included.

Mr. Detlefsen stated that the income stream looked at the first ten (10) years. HVS had also considered market value at completion. The estimated market value at the hotel's opening was \$29.4 million. The preliminary cost figure for the hotel was \$24.4 million and for the conference center was \$18 million. The total development cost was estimated at \$43.5 million. This concept had a funding gap of \$14.2 million. The next steps would address ways to close this gap.

Mayor Renner addressed items such as land donation, and/or other economic development incentives. The funding gap was beyond \$10 million. He questioned how realistic these figures were.

Mr. Detlefsen believed that the cost figures were realistic. HVS was upfront with its clients. Conference centers were loss leaders. There were a variety of incentives.

Mayor Renner noted that the conference center drove the gap. He questioned the size, (hotel and/or conference center).

Mr. Detlefsen looked at different scenarios. The select service hotel could be downsized or be viewed as a special project which would be seen as a Downtown anchor.

Mr. Hales noted that a conference center would need additional parking. Mr. Detlefsen acknowledged that this report did not include a parking structure.

Mayor Renner questioned hotel parking. Mr. Detlefsen responded affirmatively. Surface parking for the hotel had been included.

Alderman Sage questioned if there would be any cause/effect between the USCC and the hotel. Mr. Detlefsen did not believe that the hotel would harm the USCC. It would be viewed as an advantage. Nothing had been quantified as part of this assignment.

Alderman Sage noted that these were two (2) separate facilities. Mr. Detlefsen stated that HVS took the viewpoint of the hotel. It addressed advantages & disadvantages and amenities.

Alderman Sage questioned if these two (2) entities could coordinate and leverage the conference space at the USCC in an effort to reduce the conference space at the hotel.

Alderman Stearns believed that the conference space would be located at the hotel.

Alderman Sage restated that if a relationship was developed between the USCC and the hotel then the conference center could be reduced in size. Mr. Detlefsen stated that this was complicated. The USCC was a nice facility. He did not believe that there would be a change to the numbers.

Alderman Sage believed that the USCC offered exhibition space. Mayor Renner noted that there was no conference space at the USCC.

Mr. Detlefsen added that a development in the community would be needed to reduce the size of the conference center.

Alderman Schmidt addressed the feasibility of closing or not closing the funding gap. She cited the cost of infrastructure.

Mr. Detlefsen stated that this type of question would be addressed in the next phase. He added that developers hoped that infrastructure would be addressed by the public sector.

Alderman Schmidt addressed the next tier down. She questioned the City's role as it had not done anything like this in the past.

Ms. Robinson recalled that the Chateau was a TIF (Tax Increment Financing) District.

Alderman Schmidt stated that most hotels within the City had been built without City support. She questioned why the City should be involved.

Mr. Hales noted that the new Residence Inn had not received a City subsidy. It did not include a conference center.

Mr. Detlefsen noted that the Residence Inn was a limited service hotel. There were full service hotels like the Chateau which had conference centers. The Downtown hotel would be a select service hotel. Some select service hotels offered a conference center. The City's involvement would mean that the hotel's design and amenities would be better than the private sector would have offered. He believed that any new hotel construction would be limited service without City involvement. Developers were interested in a viable project. This was done by removing the unprofitable portions. The City's involvement would enhance the hotel chain, the hotel's scale. He added that there was not a hotel in the Downtown.

Mayor Renner cited economic development.

Alderman Stearns questioned the demand forecasting. Mr. Detlefsen noted that demand was quantified by groups, business and leisure. A competitive supply offered a mix.

Alderman Stearns noted that HVS used existing data to forecast the future. Mr. Detlefsen added that the forecasting model used little to no growth. The sales teams at the various hotels were interviewed.

Alderman Stearns cited the new Hyatt in Uptown Normal. Mr. Detlefsen noted the Hyatt and the Residence Inn.

Alderman Mwilambwe cited the brand assumptions. The Downtown Plan called for boutique hotel and mixed use buildings.

Mr. Detlefsen addressed the development community. This presentation included hotel brands that were not here in the community. He acknowledged that there would be a focus on this hotel.

Alderman Lower addressed the downside. He cited macro economics. The City would be manipulating the market. He added that a number of local hotels had failed.

Mr. Detlefsen believed that the hotel failures were at the lower end. Some of these facilities were at the end of their life cycle. These were older economy hotels. There had not been an upscale failure.

Alderman Lower believed that there was one (1) under direct at this time. He questioned the message being sent to future investors.

Mr. Detlefsen thanked the Council for the opportunity to address them.

Mr. Hales restated that this was phase one. Phase two would address future information. There needed to be a successful public/private partnership. The City needed to own the land in order to have control. The opportunity was there. There were viable options.

Alderman Black questioned next steps.

Mr. Hales stated that this item would be placed on a future Committee of the Whole meeting agenda or a Work Session could be schedule. The purpose would be for Council discussion. Phase two information would also be presented.

There being no further business the meeting adjourned at 6:56 p.m.

Respectfully submitted,

Tracey Covert  
City Clerk

WORK SESSION  
Solid Waste Collection Service  
February 24, 2014

Council present: Aldermen Mboka Mwilambwe, Kevin Lower, Judy Stearns, Jim Fruin, David Sage, Karen Schmidt, Scott Black, Rob Fazzini and Mayor Tari Renner.

Staff present: David Hales, City Manager, Jim Karch, Public Works Director, and Tracey Covert, City Clerk.

Mayor Renner called the meeting to order at City Hall at 6:00 p.m. He noted the Work Session topic: Solid Waste Collection Service. Due to the limited time, Mayor Renner requested that the Council receive public comments before any Council discussion.

David Hales, City Manager, addressed the Council. This item had been scheduled for the February 17, 2014 Committee of the Whole meeting. This meeting was cancelled due to inclement weather. The City had received written feedback. These responses had been provided to the Council. The two (2) proposed ordinances were the same as the ones which were presented to the Council at their January 27, 2014 meeting.

Mayor Renner opened the meeting to Public Comments.

Marty Seigel, 615 E. Chestnut, addressed the Council. She started with a story from thirty-five (35) years ago. She had left her refuse can in the front yard and the City called her prior to issuing an Ordinance Violation. This action was the right thing to do.

She believed that there were too many units in older homes, (single family residences which had been converted to apartment rentals). These homes were granted variances in order to accommodate this change in use (single family to multiple family residences). These neighborhoods were crowded. Due to the density, there was nowhere to put the refuse totes. She had sent the Council an email this date. She had attached photographs of refuse totes where they had been placed this date.

She requested that the Council pass an ordinance which required that these totes be stored out of sight/properly screened. This action would make the neighborhoods more attractive.

Alton Franklin, 508 Patterson Dr., addressed the Council. He expressed his concern that under the two (2) proposed ordinances residents would be treated differently. Individuals residing in high density housing were also citizens of the City. The City should offer the same services to all.

He added his support for Ms. Seigel's comments regarding screening which he also believed would make neighborhoods more attractive.

Jeff Kennedy, 315 E. Chestnut, addressed the Council. He also had sent the Council an email. His recommendation was similar to the City's ordinance regarding cost. Residents should pay for solid waste services based upon the size of the toter. He also supported the use of sticker for excess refuse. The price for this service should be based upon use, (i.e. volume).

He added that his residence had two (2) units. He ordered a thirty-five (35) gallon toter for the two (2) units. If he had ordered a second one, then he would have paid the City in excess of \$560 extra for solid waste services.

He noted that the City paid a tipping fee based upon tonnage. Solid waste services should be based upon the amount of refuse collected per residence. It appeared that the City had adopted a fee system based upon usage.

Mr. Hales added that the solid waste fee covered refuse, recycling, bulk, leaf collection, etc. This fee was all inclusive. He noted that there were also fixed costs, (i.e. vehicle, equipment, fuel, etc.). The City did not have the ability to weigh each toter. City staff had attempted to draft a system that could be administered easily.

Jim Karch, Public Works Director, informed the Council that current City ordinance covered the screening issue. He believed this to be a code enforcement issue. He wanted to address Council's concerns regarding toter sharing. Automated collection was scheduled to commence on Monday, March 3, 2014. He acknowledged that there would be challenges. He cited operational and logistical issues as examples.

Mayor Renner stated that the Council may need to continue this discussion in the near future.

Alderman Black questioned service usage and the ability to change toter size.

Mr. Karch informed the Council that there was no charge to exchange a toter for a smaller sized one. There was a \$30 fee to exchange a toter to a larger size.

Mr. Hales acknowledged that discussion could be held to a future date as the Council was not schedule to take action on this issue this evening.

There being no further business the meeting adjourned at 6:15 p.m.

Respectfully submitted,

Tracey Covert  
City Clerk



FOR COUNCIL: March 10, 2014

SUBJECT: Bills and Payroll

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

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

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

**BACKGROUND:** The list of bills and payrolls will be posted on the City’s website on Thursday, March 6, 2014.

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

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

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

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

Recommended by:

David A. Hales  
City Manager

Motion:

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			



FOR COUNCIL: March 10, 2014

SUBJECT: Analysis of Bids for the Police Department Training Facility Range Re-Roofing Project

**RECOMMENDATION/MOTION:** That the bid for Re-Roofing four (4) buildings at the Police Training Facility/Range be awarded to River City Roofing, in the amount of \$101,500, and the Purchasing Manager be authorized to issue a Purchase Order.

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

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

**BACKGROUND:** The Firing Range Facility needs to be maintained as it is used by not only the Bloomington Police Department but also the Sheriff's Department and Normal Police Department. Re-roofing is the first phase. Other phases include mold removal, heating, ventilation and air condition system, firing range exhaust system, plumbing, and general restoration.

The Procurement Manager, as directed by David Hales, City Manager, acquired architectural and engineering analysis services from Shive-Hattery. Plans and specifications for re-roofing key structures of the facility located east of the City near Colfax were undertaken in order to accommodate a December 2013 project completion date. Considered in the plans and specifications were: re-roofing the two (2) primary buildings (lodge and indoor firing range), the replacement of dilapidated gutters on those two (2) primary buildings, and replacing the roofs on two (2) other ancillary buildings (garage and outdoor firing range shelter). The Police Department's Master Plan calls for the orderly redevelopment of the training facility.

A winter storm on November 17, 2013 caused additional damage to the roofs and appurtenances of the four (4) buildings. This was prior to the advertisement for bids being published and caused a delay in the project timeline. In order to stop further damage, re-roofing of all four (4) structures became imperative.

The bids/specifications were developed to provide a variety of choices for meeting the roofing needs of the facility.

Bid specifications:

Base bid -- Two main buildings roofed with asphalt "three tab" shingles

Alternate 1 -- Two secondary buildings roofed with asphalt "three tab" shingles

Alternate 2 -- Two main buildings roofed with aluminum panels

Alternate 3 -- Two secondary buildings roofed with aluminum panels

The invitation to bid the project was advertised in the Pantagraph on January 24, 2014 and bids were subsequently opened on February 21, 2014. There were seven (7) responses to the advertisement. The responses included one “no bid” and six (6) sealed bids for the proposed work.

Below is a bid summary analysis. The summary identifies the three (3) most viable combinations of roofing combinations. Each combination was bid without exception to the specifications and is identified as follows:

Re-roofing the four (4) buildings identified with standard asphalt shingles -- \$101,500 River City Roofing

Re-roofing the four (4) buildings using standard aluminum panels -- \$148,400 Wyman Roofing

Re-roofing the two (2) main buildings using standard aluminum panels -- \$114,500 Wyman Roofing

The specified warranties are forty (40) years for the asphalt shingles and twenty (20) years for the aluminum panels.

	BASE	Alt. 1	Alt. 2	Alt. 3	Base + Alt. 1	Alt. 2 & 3	Alt. 2
Action Roofing	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
ACR Advanced	\$113,505	\$23,293	\$116,909	\$49,021	\$136,798	\$302,728	\$230,414
CAD	\$91,886	\$21,733	\$37,003	\$6,235	\$113,619	\$156,857	\$128,889
Peoria Roofing	\$92,000	\$19,590	\$88,524	\$18,410	\$111,590	\$218,524	\$180,524
Wyman Roofing	\$97,000	\$19,200	\$17,500	\$14,700	\$116,200	<b>\$148,400</b>	<b>\$114,500</b>
KRC	\$104,815	\$25,128	\$38,700	\$7,500	\$129,943	\$176,143	\$143,515
River City Roofing	\$84,500	\$17,000	\$123,000	\$42,000	<b>\$101,500</b>	\$266,500	\$207,500

Based on the information available, River City Roofing is the appropriate choice for re-roofing the four (4) buildings identified as the Base Bid and Alternate 1 using asphalt shingles.

Although the bid is \$101,500, the City would be well served by adding a 33% contingency to the budget because of the conditions at the facility and the likelihood of unforeseen circumstances. While the budget would be \$135,000, the contractor is not due any extra without concurrence from the City.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The external stakeholders identified in the 2013 BPD Firing Range Master Plan include: Normal Police Department, McLean County Sheriff's Office, MTU8, US Marshals, Illinois State University ROTC, and Secretary of State Police.

**FINANCIAL IMPACT:** The Police FY 2014 budget includes \$273,790 for range improvements. The budgeted amount is in Police - Other Supplies (10015110 - 71190). Stakeholders can locate this in the FY 2014 Budget Book titled “Budget Overview & General Fund” on page 255.

Respectfully submitted for Council consideration.

Prepared by: Marsha Ulrich, Office Manager

Reviewed by: Brendan O. Heffner, Chief of Police

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Interim Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			



FOR COUNCIL: March 10, 2014

SUBJECT: Intergovernmental Agreements with the County of McLean and Town of Normal, Regulating Use of the Police Range Facility

**RECOMMENDATION/MOTION:** That the intergovernmental agreements with the County of McLean and Town of Normal be approved, in the amount of \$8,221.98 each, 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:** In July 1992, the McLean County Board granted the City a special use permit to allow a privately owned outdoor shooting range and police training facility on land located fourteen (14) miles east of Bloomington on Rt. 9.

An intergovernmental agreement was signed in September 1994 detailing the policies and procedures to be adhered to in order to provide joint training with the Town of Normal and the County of McLean. This standardization of procedures was necessary to provide orderly and safe training at the facility and to comply with the rules of the McLean County Planning and Zoning Commission.

The current intergovernmental agreements expired on December 31, 2013. A new agreement is proposed. The rate for the Town of Normal is \$8,221.98 payable on January 1, 2014 and represents payment for use from January 1, 2014 to December 31, 2014. The rate for the County of McLean is \$8,221.98 and represents payment for use from January 1, 2014 to December 31, 2014. These are one (1) year agreements. There is no rate increase for this contract due to range conditions and our inability to make contractually promised repairs.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Town of Normal and the County of McLean.

**FINANCIAL IMPACT:** Stakeholders can locate this in the FY 2014 Budget Book titled "Budget Overview & General Fund" on page 254. The Town of Normal's revenue will be recorded under "Police - Town of Normal" (10015110 - 53350) and the County's amount under "Police-McLean County" (10015110 - 53320).

Respectfully submitted for Council consideration.

Prepared by: Marsha Ulrich, Office Manager

Reviewed by: Kenneth Bays, Asst. Chief of Police

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Rosalee Dodson, Asst. Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:** Attachment 1. Agreement with McLean County  
Attachment 2. Agreement with Town of Normal  
Attachment 3. Special Use Permit from McLean County

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Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF BLOOMINGTON  
AND THE COUNTY OF MCLEAN  
REGULATING THE USE BY THE COUNTY OF MCLEAN  
OF THE POLICE SHOOTING RANGE FACILITY  
OF THE CITY OF BLOOMINGTON**

WHEREAS, under Article 7, Section 10, of the 1970 Illinois Constitution, units of local government may contract among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the City of Bloomington is a home rule municipality under Article 7, section 6, of the 1970 Illinois Constitution; and

WHEREAS, the County of McLean is a unit of local government exercising power under the Illinois Counties Code (55 ILCS 5/1-1001, et seq.); and

WHEREAS, the City of Bloomington and the County of McLean desire to agree on the manner in which Law Enforcement Agencies use the Police Shooting Range owned by the City of Bloomington; and

WHEREAS, the McLean County Board and the Bloomington City Council have, by appropriate actions, authorized this Agreement,

**I. STATEMENT OF PURPOSE**

The shooting range owned by the City of Bloomington is intended to supply training supplemental to the training required by the Police Training Act (50 ILCS 705/1 et seq.) and the Firearms Training for Peace Officers Act (50 ILCS 710/1, et seq.). The facility is owned by the City of Bloomington and is located in Martin Township in unincorporated McLean County.

**II. DEFINITIONS**

When used in the Agreement, the following terms shall have the meaning indicated:

“Agency/Agencies”: The County of McLean Police Agency.

“Chief”: The City of Bloomington Chief of Police or his designee.

“Facility”: The City of Bloomington Police Shooting Range.

**III. ADMINISTRATION**

The facility shall be administered by the Chief.

#### **IV. USE OF THE FACILITY**

The City of Bloomington shall permit the agencies to use the facility under the following conditions.

##### **A. Scheduling**

The agency will submit requests to the Chief by May 1<sup>st</sup> for the following year. The Chief shall establish a master schedule each year for the use of the facility. The agency will be assigned 25 shooting dates for the year. A proposed schedule will be given to the agency for their review. The agency will be responsible for notifying the Chief of any problems with the scheduled dates. The Chief will issue a final schedule.

Should the agency be unable to use the range during a scheduled time after the final schedule has been issued, the Chief will assign that agency an alternate date if one is available and the agency requests one. Likewise, if the range becomes unavailable on a date scheduled for use by the agency, the Chief will schedule an alternate date if desired. The Chief will assign alternate dates only upon request. The Chief will make every effort to provide 25 shooting dates per year for the agency; however, the agency may receive fewer dates if scheduling problems occur that are beyond the control of the Chief.

The agency may schedule shooting dates in addition to those listed on the master schedule on an as needed basis by contacting the Chief. There shall be no limit on the number of times any agency may use the shooting range during a given year, but requests for use will be subject to range availability. The agency understands and agrees that rescheduling canceled dates from the master schedule shall take precedence over scheduling any additional shooting time.

##### **B. Supervision**

The agency shall comply with the conditions of the Special Use Permit for the range property issued by the McLean County Board, a copy of which has been previously supplied and is incorporated herein by reference.

The agency shall be required to provide a range officer who shall be present at all times the agency uses the facility. The use of the facility shall be conditioned on the agency providing the Chief a current list of approved range officers employed by the agency using the range. Failing to provide the list or to keep it current, shall be grounds to refuse to allow the agency to use the facility.

##### **C. Equipment**

The agency using the shooting range shall provide their own ammunition, targets, and related equipment.

The indoor range will be limited to use of lead free ammunition only. Any agency using lead ammunition will be responsible for the cost of lead abatement at the facility as well as for any additional losses suffered by the City of Bloomington in relation to the use of lead ammunition, including loss of use of the facility during such time as needed to abate the property.

#### **D. Damage**

The agency using the shooting range shall be responsible for damages that were due to negligence, or misuse of site equipment. Damages associated with regular wear and tear of the equipment are the responsibility of the City of Bloomington.

The range master for the agency shall inspect the shooting range site for any damage at the beginning of each day the range is used by the requesting agency and shall notify the Bloomington Police Department as soon as reasonably possible for such damage. If such notification is not made, the agency shall be billed for any damage discovered at the shooting range site after such agency used the range.

#### **E. Annual Range Preparation**

The Bloomington Police Department seeks assistance from the agency in preparing the shooting ranges for annual use. The agency agrees to assign a minimum of one range officer, (if requested) and preferably each Department's head range instructor, for forty (40) hours per year to perform range preparation duties.

### **V. RANGE FEES/BILLING**

The Agency will pay the City of Bloomington an annual fee of eight thousand two hundred twenty-one dollars and ninety-eight cents (\$8,221.98) for use of the facility for 2014. This fee shall be paid on January 1<sup>st</sup> of 2014 and shall represent payment for use from January 1, 2014 until December 31, 2014. The fee shall be the same regardless of the number of times the agency uses the facility during the year.

### **VI. MAINTENANCE**

The City of Bloomington will maintain the current physical facility and upkeep of the property as it is as of January 1<sup>st</sup> of the agreement year. ~~However, during the term of this Agreement, the City of Bloomington shall remove the gravel on the pistol shooting side and fill it in with concrete, pour a concrete pad for a future "entry house," and increase the size of the rifle range, if feasible.~~ If the agency cannot use the facility because it is not in operating condition (defined as the ability to qualify by state standards) on a scheduled shooting date, the agency may receive a reduction in the annual fee, but only under the following conditions: there shall be no reduction in the fee if the agency receives 25 shooting dates during the year. If the agency receives fewer than 25 shooting dates a reduction shall be made only for those dates missed because of operational conditions with the facility. To receive a fee reduction under those circumstances the agency must contact the Chief or his designee immediately to report that the facility is not in

operating condition and remain at the facility, if requested to do so, until the Chief or his designee can verify and document the problem. The agency entitled to reduction shall receive \$280.00 for each scheduled shooting date missed.

## **VII. LIABILITY**

Each of the parties of this Agreement shall insure themselves or obtain insurance in an aggregate amount of \$1,000,000.00 (one million dollars) per incident for claims or judgments against them arising from the construction, management, operation, or maintenance of the Training Facility established by the agreement. Each party to this Agreement shall indemnify and hold harmless the other parties to this Agreement against all liability arising for injury to person or property resulting from the acts of each party's own employees.

In the event an employee of any jurisdiction which is a party to this Agreement is injured in such a manner as to require the jurisdiction employing said officer to pay claims to said officer under the Worker's Compensation Act, the expenses for such injury shall be borne by the jurisdiction employing the officer and shall not be subject to contribution from the other two jurisdictions entering into this Agreement.

Each party to the Agreement shall waive any claims for damages or injury which it may have a right to assert against any other party to this Agreement which arises from the management, operation, or maintenance of the Training Facility established by this Agreement, excepting claims for misappropriation of funds and claims for damages or injury resulting from willful or wanton conduct of an employee of a party to the Agreement.

Nothing in the Agreement is intended to modify or waive the protections each party has under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.).

## **VIII. AMENDMENT OF AGREEMENT**

This Agreement may be amended from time to time as deemed appropriate by the parties to the Agreement. Any party wishing to withdraw is required to give thirty (30) days' notice of such intention to the other parties to this Agreement before December 1st of any year effective January 1<sup>st</sup> of the following year.

## **IX. TERM**

This Agreement shall remain in full force and effect for a period of one (1) year, beginning on January 1, 2014 and terminating on December 31, 2014. First payment is due January 1, 2014.

## **X. SEVERABILITY**

In the event any portion of this Agreement is held by any court to be unconstitutional or in excess of the powers granted by law to the parties to this Agreement, such ruling or findings

shall not void this Agreement, but shall instead be deemed to have severed such provisions from the remainder of this Agreement.

\_\_\_\_\_  
Date

TOWN OF NORMAL

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

ATTEST: \_\_\_\_\_  
Normal Town Clerk

\_\_\_\_\_  
Date

CITY OF BLOOMINGTON

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

ATTEST: \_\_\_\_\_  
Bloomington City Clerk

INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF BLOOMINGTON  
AND THE TOWN OF NORMAL  
REGULATING THE USE BY THE TOWN OF NORMAL  
OF THE POLICE SHOOTING RANGE FACILITY  
OF THE CITY OF BLOOMINGTON

WHEREAS, under Article 7, Section 10, of the 1970 Illinois Constitution, units of local government may contract among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the City of Bloomington and the Town of Normal are home rule municipalities under article 7, section 6, of the 1970 Illinois Constitution; and

WHEREAS, the City of Bloomington and the Town of Normal desire to agree on the manner in which Law Enforcement Agencies use the Police Shooting Range owned by the City of Bloomington; and

WHEREAS, the Board of Trustees of the Town of Normal and the Bloomington City Council have, by appropriate actions, authorized this Agreement,

**I. STATEMENT OF PURPOSE**

The shooting range owned by the City of Bloomington is intended to supply training supplemental to the training required by the Police Training Act (50 ILCS 705/1 et seq.) and the Firearms Training for Peace Officers Act (50 ILCS 710/1, et seq.). The facility is owned by the City of Bloomington and is located in Martin Township in unincorporated McLean County.

**II. DEFINITIONS**

When used in the Agreement, the following terms shall have the meaning indicated:

“Agency/Agencies”: The Town of Normal.

“Chief”: The City of Bloomington Chief of Police or his designee.

“Facility”: The City of Bloomington Police Shooting Range.

**III. ADMINISTRATION**

The facility shall be administered by the Chief.

**IV. USE OF THE FACILITY**

The City of Bloomington shall permit the agencies to use the facility under the following conditions.

### **A. Scheduling**

The agency will submit requests to the Chief by May 1<sup>st</sup> for the following year. The Chief shall establish a master schedule each year for the use of the facility. The agency will be assigned 25 shooting dates for the year. A proposed schedule will be given to the agency for their review. The agency will be responsible for notifying the Chief of any problems with the scheduled dates. The Chief will issue a final schedule.

Should the agency be unable to use the range during a scheduled time after the final schedule has been issued, the Chief will assign that agency an alternate date if one is available and the agency requests one. Likewise, if the range becomes unavailable on a date scheduled for use by the agency, the Chief will schedule an alternate date if desired. The Chief will assign alternate dates only upon request. The Chief will make every effort to provide 25 shooting dates per year for the agency; however, the agency may receive fewer dates if scheduling problems occur that are beyond the control of the Chief.

The agency may schedule shooting dates in addition to those listed on the master schedule on an as needed basis by contacting the Chief. There shall be no limit on the number of times any agency may use the shooting range during a given year, but requests for use will be subject to range availability. The agency understands and agrees that rescheduling canceled dates from the master schedule shall take precedence over scheduling any additional shooting time.

### **B. Supervision**

The agency shall comply with the conditions of the Special Use Permit for the range property issued by the McLean County Board, a copy of which has been previously supplied and is incorporated herein by reference.

The agency shall be required to provide a range officer who shall be present at all times the agency uses the facility. The use of the facility shall be conditioned on the agency providing the Chief a current list of approved range officers employed by the agency using the range. Failing to provide the list or to keep it current, shall be grounds to refuse to allow the agency to use the facility.

### **C. Equipment**

The agency using the shooting range shall provide their own ammunition, targets, and related equipment.

The indoor range will be limited to use of lead free ammunition only. Any agency using lead ammunition will be responsible for the cost of lead abatement at the facility as well as for any additional losses suffered by the City of Bloomington in relation to the use of

lead ammunition, including loss of use of the facility during such time as needed to abate the property.

#### **D. Damage**

The agency using the shooting range shall be responsible for damages that were due to negligence, or misuse of site equipment. Damages associated with regular wear and tear of the equipment are the responsibility of the City of Bloomington.

The range master for the agency shall inspect the shooting range site for any damage at the beginning of each day the range is used by the requesting agency and shall notify the Bloomington Police Department as soon as reasonably possible for such damage. If such notification is not made, the agency shall be billed for any damage discovered at the shooting range site after such agency used the range.

#### **E. Annual Range Preparation**

The Bloomington Police Department seeks assistance from the agency in preparing the shooting ranges for annual use. The agency agrees to assign a minimum of one range officer, (if requested) and preferably each Department's head range instructor, for forty (40) hours per year to perform range preparation duties.

### **V. RANGE FEES/BILLING**

The Agency will pay the City of Bloomington an annual fee of eight thousand two hundred twenty-one dollars and ninety-eight cents (\$8,221.98) for use of the facility for 2014. This fee shall be paid on January 1<sup>st</sup> of 2014 and shall represent payment for use from January 1, 2014 until December 31, 2014.

### **VI. MAINTENANCE**

The City of Bloomington will maintain the current physical facility and upkeep of the property as it is as of January 1<sup>st</sup> of the agreement year. ~~However, during the term of this Agreement, the City of Bloomington shall remove the gravel on the pistol shooting side and fill it in with concrete, pour a concrete pad for a future "entry house," and increase the size of the rifle range, if feasible.~~ If the agency cannot use the facility because it is not in operating condition (defined as the ability to qualify by state standards) on a scheduled shooting date, the agency may receive a reduction in the annual fee, but only under the following conditions: there shall be no reduction in the fee if the agency receives 25 shooting dates during the year. If the agency receives fewer than 25 shooting dates a reduction shall be made only for those dates missed because of operational conditions with the facility. To receive a fee reduction under those circumstances the agency must contact the Chief or his designee immediately to report that the facility is not in operating condition and remain at the facility, if requested to do so, until the Chief or his designee can verify and document the problem. The agency entitled to reduction shall receive \$280.00 for each scheduled shooting date missed.

## **VII. LIABILITY**

Each of the parties of this Agreement shall insure themselves or obtain insurance in an aggregate amount of \$1,000,000.00 (one million dollars) per incident for claims or judgments against them arising from the construction, management, operation, or maintenance of the Training Facility established by the agreement. Each party to this Agreement shall indemnify and hold harmless the other parties to this Agreement against all liability arising for injury to person or property resulting from the acts of each party's own employees.

In the event an employee of any jurisdiction which is a party to this Agreement is injured in such a manner as to require the jurisdiction employing said officer to pay claims to said officer under the Worker's Compensation Act, the expenses for such injury shall be borne by the jurisdiction employing the officer and shall not be subject to contribution from the other jurisdiction entering into this Agreement.

Each party to the Agreement shall waive any claims for damages or injury which it may have a right to assert against any other party to this Agreement which arises from the management, operation, or maintenance of the Training Facility established by this Agreement, excepting claims for misappropriation of funds and claims for damages or injury resulting from willful or wanton conduct of an employee of a party to the Agreement.

Nothing in the Agreement is intended to modify or waive the protections each party has under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.).

## **VIII. AMENDMENT OF AGREEMENT**

This Agreement may be amended from time to time as deemed appropriate by the parties to the Agreement. Any party wishing to withdraw is required to give thirty (30) days' notice of such intention to the other parties to this Agreement before December 1<sup>st</sup> of any year effective January 1<sup>st</sup> of the following year.

## **IX. TERM**

This Agreement shall remain in full force and effect for a period of one (1) year, beginning on January 1, 2014 and terminating on December 31, 2014. First payment is due January 1, 2014.

## **X. SEVERABILITY**

In the event any portion of this Agreement is held by any court to be unconstitutional or in excess of the powers granted by law to the parties to this Agreement, such ruling or findings shall not void this Agreement, but shall instead be deemed to have severed such provisions from the remainder of this Agreement.

\_\_\_\_\_

Date

TOWN OF NORMAL

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

ATTEST: \_\_\_\_\_  
Normal Town Clerk

\_\_\_\_\_

Date

CITY OF BLOOMINGTON

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

ATTEST: \_\_\_\_\_  
Bloomington City Clerk

# COPY

## FINDINGS OF FACT AND RECOMMENDATION OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

To the County Board of McLean County concerning an amended application of the Peoples Bank, as Trustee for Land Trust Number PBB-165, the sole beneficiary of said land trust being Jean W. Snyder, whose business address is 202 North Prospect Road, Bloomington, Illinois. The applicant is requesting a special use in the A-Agriculture District in order to allow a privately-owned outdoor shooting range including police training facilities. The amended application is identified by file number 92-11-S and is situated on the following described real estate:

A part of the Southwest Quarter of Section 31, Township 24 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Southwest Corner of the Southwest Quarter of said Section 31; thence North 00 degrees 39 minutes 43 seconds West 2653.15 feet to the Northwest Corner of the Southwest Quarter of said Section 31; thence North 89 degrees 55 minutes 21 seconds East 1314.72 feet on the North Line of the Southwest Quarter of said Section 31; thence South 00 degrees 44 minutes 30 seconds East 2656.28 feet to the South Line of the Southwest Quarter of said Section 31; thence North 89 degrees 56 minutes 36 seconds West 1318.46 feet to the Point of Beginning, excepting therefrom that part conveyed to the State of Illinois, Department of Transportation, in Warranty Deed Document Number 76-10185 and shown on Plat Document Number 76-8019 in the office of the McLean County Recorder, said property being located in Martin Township immediately north of Illinois Route 9 and immediately east of Road 3000E.

After due notice, as required by law, the Board of Appeals held public hearings in this case on April 29, 1992, May 27, 1992, June 10, 1992, June 23, 1992 and June 30, 1992, in Room 700, Law and Justice Center, 104 West Front Street, Bloomington, Illinois, and hereby report their findings of fact and their recommendation as follows:

### BACKGROUND INFORMATION CONCERNING TRACT

The subject property contains slightly less than eighty acres. It is located approximately thirteen miles east of the corporate limits of the City of Bloomington. It is situated about 4 miles southwesterly of the Village of Colfax, about 2 1/2 miles southeasterly of the Village of Cooksville, about 2 1/2 miles northeasterly of the Village of Ellsworth and about 4 miles northwesterly of the Village of Arrowsmith. A portion of the tract containing about 12 acres is currently surrounded by cyclone fencing and the area inside the fence contains an abandoned construction project begun by the owners of rabbit breeding facilities. There are concrete footings for a building and a lagoon area which was intended to be used as a holding

Findings and Recommendation  
92-11-S  
2

area for animal manure. The facility had been approved in 1988 by special use as a facility for the raising of fur-bearing animals for market when not accessory to agriculture. The remainder of the eighty acre tract is currently farmed.

All property surrounding the subject property is zoned A-Agriculture District and used for the growing of row crops. There is a significant drainage way which bisects the north half of the property which runs from the east property line to the northwest corner of the property. There is also a branch of this drainage way which is also primarily within the north portion of the property which runs from approximately the middle of the north half of the tract to the west property line in a southwesterly direction.

The nearest dwelling is situated approximately 1/4 mile west of the subject property. It was formerly a farm dwelling which has been set aside from the farm on approximately 6.4 acres. There is also a farm dwelling approximately 3/4 mile south of the subject property across Illinois Route 9.

#### APPLICANT'S CONCEPT PLAN

The applicant is proposing to develop an outdoor shooting range on the site which would contain on the southern portion a pistol and a rifle range. While the applicant originally proposed that the pistol and rifle ranges would be used by both police departments and by civilians during those times when the police were not using them, that request was later amended to indicate that the applicant was willing to restrict the rifle and pistol ranges exclusively to police use. The northern portion of the property would be used as a skeet and clay pigeon shotgun area with such area open for public usage. Adjacent to the skeet and trap area would be a clubhouse at which food and beverages would be served, ammunition and guns sold and guns repaired. The second story of the clubhouse is proposed to be living quarters for an on-site operator. The operator would be a qualified range officer with proper range officer certification.

The applicant presented a conceptual site plan which may be modified after the special use is approved based on safety specifications. However, the applicant proposes that the actual layout would follow the site plan in regard to location of the various improvements. For example the police training building would be situated in the area as shown on the plan but the size of the building may vary depending on final design needs of the participating police agencies. The tactical training area in which no actual firing would occur will be situated nearest to Illinois Route 9. This area would be used for tactical training and paint guns would be used in this area. Temporary and/or portable structures may be placed within the tactical area during training periods. The pistol range would be situated north of the

## Findings and Recommendation

92-11-S

3

tactical training area and easterly of the police training building. It would contain at least 20 firing points and possibly more. A portion of the firing points would be covered with the balance open. It was indicated that the open firing points might eventually be covered also. The rifle range with a total yardage of 300 yards would be situated on the eastern edge of the property with the firing area in the southeast corner. All shooting with live ammunition would be toward the north in both the pistol and rifle ranges. Berms would be placed as barriers for both sound inhibitors and for safety near all firing areas. There will also be berms constructed as backstops for all pistol and rifle shooting. The entire 80 acres tract would be surrounded by a perimeter security fence with gates at the entrances.

The Board heard evidence and testimony over a series of hearings. The applicant presented several witnesses on its behalf to indicate how the proposed firing range would meet the standards for recommending a special use. There were also several objectors who offered testimony against the proposed special use which focused primarily on safety, noise and traffic issues. While this Board recognizes the concerns expressed by the neighbors, this Board also recognizes that the use proposed in this petition is not allowed in any other zoning district found in the McLean County Zoning Ordinance. We find it is a use that properly belongs in an area that is not heavily populated and is accessible by a good road system. This site meets those criteria.

### STANDARDS FOR RECOMMENDING GRANTING

This Board finds, after considering all evidence and testimony presented at the hearings and after reviewing the transcripts of said hearings, that the special use proposed on this tract meets all the standards for recommending granting, if such special use is developed according to the plans, evidence and testimony presented and according to the stipulations being recommended by this Board and contained herein as follows:

According to the terms of Section 40.83-6 of the McLean County Zoning Ordinance, no special use shall be recommended by the Zoning Board of Appeals unless the Board shall find that the proposed special use meets seven standards for recommending such granting.

Standard Number One is that the establishment or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare. This Board recognizes the near-by objectors' concerns about noise, possible safety concerns and increased traffic, we find that if the operation is required to meet all Environmental Protection Agency (EPA) and National Rifle Association (NRA) requirements regarding design as it pertains to

## Findings and Recommendation

92-11-S

4

safety and to noise generation, all Illinois State Police requirements regarding design, and all stipulations contained herein, that the effect on the area should be minimized and not be detrimental to the general welfare. Objectors expressed concern that the noise generated will inhibit peaceful sleep and enjoyment of outdoor activity. Objectors presented testimony that indicated that EPA requirements regarding noise being met would mean that the noise from the range inside the nearest dwelling would be comparable to noise from a television or from conversation. The applicants testified that they would meet all EPA noise parameters.

Standards Number Two indicates that the special use will not be detrimental to the use and enjoyment of other property in the immediate vicinity for purposes already permitted, or substantially diminish and impair property values in the neighborhood. The principal use of the property in the immediate area is farming, and based on the evidence and testimony presented, the range will be designed so that no shot will leave the premises. The noise generated will be in conformance with EPA standards. There was no evidence presented which indicated that property values in the immediate vicinity would be lowered as the result of the establishment of the firing range.

Standard Number Three is that the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district. The A-Agriculture District regulations restrict the number of permitted uses within the district. The principal permitted use is the growing of row crops and if the range is developed according to the plans approved by all recommended agencies and experts, then the agricultural uses allowed in the district surrounding the property will not be impeded. A firing range is a named special use as is establishment of a dwelling in the agriculture district. Both have the potential of negatively impacting the agricultural use of the land within the district and thus the requirement for a special use with its required public hearing. We find this use, if operated according to the stipulations contained herein, will not impede agriculture. There was testimony by an objector that the noise of the firing range would disturb his horses to such an extent that they would not be able to breed. However, the applicant also presented testimony by an expert in the equine field that indicated that such livestock soon acclimates to noise generated by activities such as a firing range if the noise is regulated according to established standards.

Standard Four requires that adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided. Electricity is available to the site. Sewage needs will be met from septic systems approved and regulated by the McLean County Health Department. The township road to the main entrance will be improved

## Findings and Recommendation

92-11-S

5

by the applicant as part of development. If the secondary access shown on the plans is used for other than emergency purposes, then the township road adjacent to it and south to Illinois Route 9 would be improved with an all-weather surface. The property accepts drainage from several hundred acres. The applicants testified that the ponds created on the site will improve drainage in that the ponds will serve as detention areas for surface water on the site and will slow the drainage off the site. The Colfax Fire Department chief indicated the department would be able to serve the site as required.

Standard Five requires that adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets. The access to the site will be north of Illinois Route 9 an adequate distance. There will be an internal white-rock driveway area for traffic to move north and south from the trap and skeet area to the entrance.

Standard Six mandates that the establishment and operation of the special use will be in conformance with the preamble to the regulations of the district in which the special use is proposed to be located. The proposed special use will be situated in the A-Agriculture District and it is the only district in which such use is allowed. Therefore, it is in compliance with the ordinance for its location. It will meet noise and safety standards imposed by law and by organizations recognized as experts in the field of shooting if the stipulations are followed as listed hereafter. It will not impede the normal use of the surrounding property for uses allowed in the district if so operated.

Standard Seven requires that the special use will in all other respects conform to the applicable regulations of the district in which it is proposed to be located except for three modifications which are being requested and which may be allowed under the terms of the standards contained in the ordinance. The modifications include a request to allow the berms situated along public rights-of-way to be 30 feet off such rights-of-way as measured to the toe of the berm rather than 50 feet as required. This is to allow more area for the operation. We find this request to be appropriate. The second modification request concerns the parking lot which they are requesting not be surfaced with a permanent wearing surface due to its location away from populated areas. We find this modification request appropriate in this instance. The third modification in the regulations concerns a request to allow living quarters for a range operator above the proposed club house. This Board finds that this modification is very appropriate as it provides an additional measure of security and further guarantee of safety on the premises and will assist in deterring vandalism and break-ins on the premises.

### RECOMMENDATION AND PROPOSED STIPULATIONS

Findings and Recommendation

92-11-S

6

This Board recommends that the special use requested on the property described above be granted to allow the establishment of a privately owned outdoor shooting range including police training facilities with the following stipulations:

1. That the site be designed so that all shot fired on the premises is contained on the premises. Shell specifications shall be regulated so that all resulting shot remains on the premises. We recommend that the construction plans be reviewed in detail by the National Rifle Association and the Ordnance Officer of the Illinois State Police or his designee and that the actual construction on site be inspected by the NRA and the Illinois State Police Ordnance Officer or his designee to ascertain that the construction conforms to the design in this respect regarding retainage of shot on the premises.
2. That firing on the premises with live ammunition be only toward the north and no live ammunition be allowed in the tactical training area.
3. That a list of certified range officers be provided to the Department of Building and Zoning and kept current and that no firing whatsoever be allowed without a certified range officer on duty at both the civilian and police agency use areas when in use. Such range officers will have to have completed certified range officers training through either the National Rifle Association or the State of Illinois.
4. That an annual schedule of firing times for the police use areas be provided to the Department of Building and Zoning and to the surrounding property owners and residents (as amended by the McLean County Board) within one mile radius of the site and that if changes in that schedule occur, that the Department and all appropriate property owners and residents (as amended by the McLean County Board) be so notified.
5. That the site design and operation of the entire range must meet all Environmental Protection Agency standards for noise and that such operation also meet all NRA standards for noise. Certification by a licensed acoustical engineer shall be provided that the site meets such standards prior to commencement of the operation.
6. That the following hours of operation be established:

For the civilian use areas, the hours shall be limited from 8:00 o'clock A.M. to 10 o'clock P.M. Monday through Saturday and 10 o'clock A.M. to 10 o'clock P.M. on Sundays.

Findings and Recommendation

92-11-S

7

For the police use areas, the hours shall be 8 o'clock A.M. to 10 o'clock P.M. Monday through Friday without requiring notification of any external parties. The police shall be restricted to use of the range on weekends to eight weekends per calendar year and a schedule of those weekends shall be provided. Weekend hours shall be the same as weekday hours unless notification of variance of them is done according to the requirements listed next below.

If the police agencies desire to use the range for operations anytime outside the times listed above, they shall notify the Department of Building and Zoning and also notify in writing all property owners and property owners (as amended by the McLean County Board) within one mile radius of the site at least 96 hours in advance of the time of use.

7. That the proposed lighting plan be reviewed by a consultant chosen by the Director of Building and Zoning regarding containment of the light on the premises as much as possible. This consultation will be billed to and paid for by the applicant.
8. That the 600 yard berm and any proposed 600 yard shooting not be allowed and that if such is ever requested that a modification of the special use be required through the public hearing process.
9. That the driving tract alluded to on the site plan submitted not be considered as part of this proposed special use. If such a track is requested at a future time, that a modification of the special use be required with the applicant submitting detailed plans and specifications for such track at the time the modification of the special use is filed and prior to the public hearing being scheduled.
10. That the lead left on the premises as the result of the shooting activity be harvested on a timely basis and that spent shells not be allowed to accumulate on the grounds.
11. That the grass in the area be kept mowed so that the area is less attractive to wildlife and that appropriate mosquito abatement procedures be followed as necessary.
12. That business signs on the premises be permitted as long as they are approved by the Director of Building and Zoning as to size and placement and in consultation with the appropriate highway authorities.

Findings and Recommendation

92-11-S

8

13. That the rules of operation be posted in prominent places on the premises and that written copies of same be available to patrons of the ranges.
14. That the storage of ammunition and guns be allowed but such storage must meet all state fire marshall's requirements and the state fire marshall shall provide certification that such is done. The storage area should also be alarmed so that it is tied directly into the operator's premises and into the Sheriff's Department.
15. That the township road adjacent on the west be improved with an all-weather surface to the principal access which is shown on the site plan as being located on the southern portion of the property. Such surface shall be approved by the township road commissioner. A second access to the property shall be maintained near the clubhouse area. However, it shall be available for emergency use only and shall be gated unless in use for emergency purposes. If the second access ever becomes used as a general entrance, then the township road adjacent to it shall be improved at the expense of the owner of the premises from the entrance south to the area of roadway that has already been improved with an all-weather surface. An interior roadway for vehicular circulation within the property shall be maintained and kept as dust free as possible. The gate area will contain sufficient reservoir area to allow vehicles to park off the right-of-way until the gate is opened.
16. That the applicant shall consult with the Soil Conservation Service regarding the drainage on the property and obtain certification that the ponds will actually improve drainage on the premises. There shall also be certification that the perimeter fence will not impede drainage.
17. That the landscape plan be reviewed along with the total site plan by the NRA, and the Illinois State Police for noise and safety considerations.
18. If a conflict in recommendations occurs between the National Rifle Association consultants and the Illinois State Police Ordnance Officer or his designee regarding design of the firing ranges reserved for police use, then the recommendations of the State Police Ordnance Officer or his designee be followed.
19. That the special use not be allowed unless one or more units of government (either City of Bloomington, Town of Normal, or McLean County) sign a lease for use of the range for training purposes as proposed by the applicant.

Findings and Recommendation

92-11-S

9

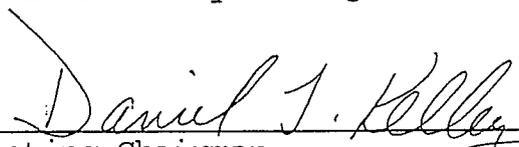
20. That the lease shall refer to final construction plans for the entire premises and shall indicate that except for the area depicted for skeet/trap and sporting clays shooting, the entire premises shall be reserved for the exclusive use of law enforcement personnel.

The roll call vote was six members for the motion to recommend granting, none opposed, with Myers absent.

Respectfully submitted this 30th day of June, 1992.

McLean County Zoning Board of Appeals

Daniel Kelley  
Mary Anderson  
Robert Buhrke  
Delmar Streid  
J. Michael Strubhar  
Thomas Young

  
\_\_\_\_\_  
Acting Chairman



FOR COUNCIL: March 10, 2014

SUBJECT: Application of CJ's Catering, Inc., d/b/a CJ's Restaurant, located at 2901 E. Empire St., requesting a RAS liquor license

**RECOMMENDATION/MOTION:** That a RAS liquor license for CJ's Catering, Inc., d/b/a CJ's Restaurant, located at 2901 E. Empire St., be created, contingent upon compliance with all applicable health and safety codes.

**STRATEGIC PLAN LINK:** Goal 4. Grow the local economy.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 4.a. Retention and growth of current local business.

**BACKGROUND:** The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order regarding the application of CJ's Catering, Inc., d/b/a CJ's Restaurant, located at 2901 E. Empire St., requesting an RAS liquor license, which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel; Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk; and Peter Goranitis, owner/operator and Applicant's representative.

Commissioner Renner opened the liquor hearing and requested that the Applicant address this application. Peter Goranitis, owner/operator and Applicant's representative, addressed the Commission. He was negotiating the purchase of CJ's Restaurant, had filed an application for a liquor license and planned to move to Bloomington.

Commissioner Jordan questioned the sale time line. Mr. Goranitis informed the Commission that the sale was contingent upon approval of the liquor license. He noted that currently the business held an "R", Restaurant, liquor license.

Commissioner Tompkins cited similar requests in the past.

Commissioner Jordan noted that approval of the liquor license could be contingent upon the sale of the business.

George Boyle, Asst. Corporation Counsel, addressed the Commission. A liquor license holder must own the premise or have a lease to the premise.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that that the application by CJ's Catering, Inc., d/b/a CJ's Restaurant, located at 2901 E. Empire, requesting an RAS liquor license, which allows the sale of all types of alcohol only by the glass for consumption on the premises seven (7) days a week be approved contingent upon compliance with life safety codes.

Motion carried, unanimously.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Public notice was published in the Pantagraph on February 3, 2014 in accordance with City Code. In accordance with City Code, one (1) courtesy copy of the Public Notice was mailed. In addition, the Agenda for the February 11, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

**FINANCIAL IMPACT:** None. Request is for a change of ownership. Annual fee for a RAS liquor license is \$2,210.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner  
Mayor

---

Motion: \_\_\_\_\_

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			



FOR COUNCIL: March 10, 2014

SUBJECT: Application of Bloomington Ribs, LLC d/b/a Tony Roma's, requesting a RAS Liquor License

**RECOMMENDATION/MOTION:** That an RAS liquor license for Bloomington Ribs, LLC d/b/a Tony Roma's, located at 1601 Jumer Dr., be created, contingent upon compliance with all applicable health and safety codes.

**STRATEGIC PLAN LINK:** Goal 4. Grow the local economy.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 4a. Retention and growth of current local business.

**BACKGROUND:** The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order regarding the application of Bloomington Ribs, LLC d/b/a Tony Roma's, located at 1601 Jumer Dr., requesting an RAS liquor license, which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel; Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk; and David McClain, owner/operator and Applicant's representative.

Commissioner Renner opened the liquor hearing and requested that the Applicant address this application. David McClain, owner/operator and Applicant's representative, addressed the Commission. He was an operating partner. Tony Roma's would be located at the Chateau. He had two (2) goals for this hearing: a positive recommendation from the Commission to the Council for action and approval of his written request for temporary use of the Chateau's liquor license for Tony Roma's training week. His goal was to have a liquor license issued to Tony Roma's by February 25, 2014.

Commissioner Renner offered congratulations on opening a Tony Roma's in the City.

George Boyle, Asst. Corporation Counsel, addressed the Commission. City staff wished to make a statement regarding this application. The premises was owned and operated by Bloomington Chateau Partners, LLC. He cited Chapter 6. Alcoholic Beverages, Section 4B. Creation of New License Classification, Factual Criteria 7. The financial responsibility of the applicant and 8. Whether the applicant, or (if the applicant is a partnership or corporation) whether any partner officer or director of the applicant has ever held a liquor license and his or her performance as a licensee. He acknowledged that Bloomington Ribs, LLC, the applicant, was a new entity. Mary Pat Kerper, a member of Bloomington Ribs, LLC was employed as the Fiscal Officer for Bloomington Chateau Partners, LLC. There were significant issues with Bloomington Chateau Partners, LLC. He cited unpaid prepared Food & Beverage Taxes and Hotel/Motel Taxes. The Chateau was current on Food & Beverages Taxes. However, there was \$220,000 in outstanding

Hotel/Motel Taxes. The Chateau would enter into an agreement with City regarding payment of same. An action plan would be drafted to insure that this would not reoccur. Bloomington Chateau Partner, LLC had made progress. The Chateau's success as a business would be good for the community. Tony Roma's should enhance Bloomington Chateau Partners, LLC's ability to continue to make payments to the City.

Commissioner Renner was optimistic that this situation would not happen again.

Commissioner Tompkins questioned Mr. McClain's role. Mr. McClain was the Operating Manager.

Commissioner Tompkins questioned if Mr. McClain had read the City's Alcoholic Beverage Code. He also cited the City's requirement for BASSET, (Beverage Alcohol Sellers & Servers Education & Training) certification. Mr. McClain responded affirmatively. Both he and the management team would be BASSET certified. He added that he and his staff must meet Tony Roma's standards. He cited the franchise agreement. A team would come to the City to train the restaurant's staff. Tony Roma's protected the brand.

Commissioner Jordan questioned the current bar area at the Chateau. Mr. McClain stated that when Tony Roma's opened the current bar area would become part of the dining room.

Mr. McClain wanted to clarify the temporary use of the Chateau's liquor license for the training week.

Mr. Boyle noted that Chapter 6. Alcoholic Beverages, Section 2(e)(1-2) License Required; Change of Ownership Approval and Temporary Extension of License to Buyer would allow Tony Roma's to proceed under the Chateau's existing liquor license.

Commissioner Jordan questioned liquor liability. Mr. Boyle noted that Tony Roma's would be operating under the existing the liquor license held by the Chateau. He restated that the City Code allowed same. The City had received letters from both entities.

Mr. McClain restated that it would be a training week. Liquor would only be served at two (2) events: family and friends and the VIP event held on February 24, 2014.

Commissioner Jordan noted that Tony Roma's would not be open to the public.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that that the application by Bloomington Ribs, LLC, d/b/a Tony Roma's, located at 1601 Jumer Dr., requesting an RAS liquor license, which allows the sale of all types of alcohol only by the glass for consumption on the premises seven (7) days a week be approved contingent upon compliance with life safety codes.

Motion carried, unanimously.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Public notice was published in the Pantagraph on February 3, 2014 in accordance with City Code. In addition, the Agenda for the February 11, 2014 Meeting of the Liquor Commission was placed on the City’s web site. There also is a list serve feature for the Liquor Commission.

**FINANCIAL IMPACT:** Request is for a new RAS liquor license. Annual fee for a RAS liquor license is \$2,210.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

Tari Renner  
Mayor

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Motion:

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			



FOR COUNCIL: March 10, 2014

SUBJECT: Application of PATH for a Limited Alcoholic Liquor License, Class LA, for the fundraiser Chefs for PATH Gala

**RECOMMENDATION/MOTION:** That a LA liquor license for PATH, Inc., d/b/a PATH, Inc., located at 201 E. Grove, Ste. 200, be created, contingent upon compliance with all applicable health and safety codes.

**STRATEGIC PLAN LINK:** Goal 4. Grow the local economy.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 4.a. Retention and growth of current local business.

**BACKGROUND:** The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order regarding the application of PATH for a Limited Alcoholic Liquor License, Class LA, which will allow the selling and serving of all types of alcohol by the glass for consumption on the premise. Present at the hearing were Liquor Commissioners Tari Renner, and Tracey Covert, City Clerk; and Karen Zangerle, PATH's Executive Director and Applicant's representative.

Commissioner Renner questioned the purpose of this application. Karen Zangerle, PATH's Executive Director and Applicant's representative, began by informing the Commission that this application was for a fundraiser for PATH to be held at the Bloomington Center for the Performing Arts, (BCPA), on Thursday, April 3, 2014 from 4:00 p.m. until 12:00 a.m. (midnight). This request was for a Limited License for a nonprofit corporation.

Commissioner Renner questioned if there were any changes from last year. She informed the commission that this would be the sixth (6<sup>th</sup>) year for Chefs for PATH Gala.

Last year, PATH applied for and was granted an LA liquor license for this event. Ticket sales would be limited to 250. She believed that the event would sell out this year. Ticket sales commenced on February 18, 2014. Ticket price was \$65. There will be five (5) chef stations. The following five (5) restaurants and their chefs were confirmed: Biaggi's, Destihl, Baxters, Parke Hotel and Westminster Village. Each will prepare 250 tapas servings. The dessert provider would be Bloomington High School's Culinary Arts classes. The top two (2) chefs, (determined by vote), will have a live cook off.

Last year's event raised \$41,000. The event included live and silent auctions. Chefs for PATH came about as a Leadership McLean County small group project.

Commissioner Renner questioned liquor sales. Ms. Zangerle noted that there would be two (2) bars. The bartenders offered their services at no charge. Identification would be requested. The cash bar would offer specialty beer, wine and high end liquor. This year, the specialty drinks would be the PATHtini and the Crisiscall.

The ticket price attracted an older crowd. This year in keeping with last year's event, attendees had the ability to order a bottle of wine in advance of the event.

Attendees would be greeted by a maître d. A hostess would escort the guests to their table and present the beverage list. PATH would be a restaurant for one night. There would be sixty (60) volunteer plus PATH staff on hand to man the event.

Commissioner Renner did not see any concerns with this event.

Commissioner Renner recommended that an LA liquor license be created for PATH for a fundraiser to be held on April 3, 2014 from 4:00 p.m. until 12:00 a.m. (midnight) at the BCPA, located at 600 N. East St.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Notice of the Liquor Hearing was placed in the press boxes at City Hall. In addition, the Agenda for the February 27, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

**FINANCIAL IMPACT:** None.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner  
Mayor

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Motion:

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			



FOR COUNCIL: March 10, 2014

SUBJECT: Suspension of Ordinances to Allow Consumption of Alcohol at Lake Bloomington Davis Lodge on June 13, 2014

**RECOMMENDATION/MOTION:** That the Ordinance be passed.

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

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

**BACKGROUND:** The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the request of Jonathan Hughes and Sarah Spurling to allow moderate consumption of alcohol at their June 13, 2014, wedding reception to be held at the Lake Bloomington Davis Lodge. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk, and Art Donaldson, caterer and requestor's representative.

Commissioner Renner opened the liquor hearing and requested that the requestor's representative address this request. Art Donaldson, caterer, addressed the Commission. He was the owner/operator of Times Past Inn located at 1216 Towanda Ave. The wedding reception was scheduled for June 13, 2014 at the Lake Bloomington Davis Lodge. The plan included 75 - 100 guests. Times Past Inn would be retained to provide liquor service, which would be limited to beer and wine only. The wedding was scheduled for 4:00 p.m. The reception was scheduled from 5:00 p.m. until 9:00 p.m. Quiet hours commence at 10:00 p.m. He was asked to address the Commission as the bride and groom resided out of state.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that the request of Jonathan Hughes and Sarah Spurling to allow moderate consumption of alcohol at the Lake Bloomington Davis Lodge for their June 13, 2014 wedding be approved.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The Agenda for the February 11, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

**FINANCIAL IMPACT:** None.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:



David A. Hales  
City Manager

**Attachments:** Attachment 1. Ordinance

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Motion: That the Ordinance be passed.

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

**ORDINANCE NO. 2014 -**

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

WHEREAS, Jonathan Hughes and Sarah Spurling are planning to hold their wedding reception at the Lake Bloomington Davis Lodge from 5:00 p.m. to 10:00 p.m. on June 13, 2014; and

WHEREAS, Jonathan Hughes and Sarah Spurling have requested permission from the City to serve beer and wine during this event; and

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

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the wedding reception at Lake Bloomington Davis Lodge on June 13, 2014 under the conditions set forth in the rental agreement.

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

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

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

PASSED this 10<sup>th</sup> day of March, 2014.

APPROVED this \_\_\_ day of March, 2014.

APPROVED:

Tari Renner  
Mayor

ATTEST:

Tracey Covert  
City Clerk



FOR COUNCIL: March 10, 2014

**SUBJECT:** Ordinance Prohibiting the Use of Groundwater as a Potable Water Supply and Approval of Highway Authority Agreement/Leave-in-place Agreement

**RECOMMENDATION/MOTION:** That the Ordinance be passed and the Mayor and City Clerk be authorized to execute the necessary documents.

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

**STRATEGIC PLAN SIGNIFICANCE:** Objective 2b. Quality water for the long term and 5c. Incorporation of "Green Sustainable" concepts into City's development and plans.

**BACKGROUND:** The Circle K Gas Station (Circle K #1210) owned by Mac's Convenience Stores LLC, is located at 1210 W. Market St. A Corrective Action Plan has been developed for the site which shows soil and groundwater contamination extending past the property boundary into the right of way for Market St. and into adjoining properties.

Tests showed contamination from some substances above acceptable levels in the groundwater around the site. There is no further economically feasible action that can be taken to clean up the groundwater. It is at a depth that poses minimal risk of exposure through excavation. However, there is still the possibility of coming into contact with the water through shallow domestic wells. The Illinois Environmental Protection Agency (IEPA) is requiring the City to pass an Ordinance prohibiting the use of groundwater as a potable water supply within the affected area as a requirement for issuance of a "No Further Remediation" letter to protect the public from that possibility.

The City has approved similar groundwater ordinances and highway authority agreements for other contaminated locations in the past.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The consultant will contact the affected property owners upon approval by the IEPA.

**FINANCIAL IMPACT:** Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, PE, CFM, Director of Public Works

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Interim Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

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Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

**ORDINANCE NO. 2014 -**

**AN ORDINANCE PROHIBITING THE USE OF GROUNDWATER  
AS A POTABLE WATER SUPPLY BY THE  
INSTALLATION OR USE OF POTABLE WATER SUPPLY WELLS  
OR BY ANY OTHER METHOD**

WHEREAS, certain properties in the City of Bloomington, McLean County, Illinois have been used over a period of time for commercial/industrial purposes; and,

WHEREAS, because of said use, concentrations of certain chemical constituents in the groundwater beneath the City may exceed Class 1 groundwater quality standards for potable resource groundwater as set forth in 35 Illinois Administrative Code 620 or Tier 1 remediation objectives as set forth in 35 Illinois Administrative Code 742; and,

WHEREAS, the City desires to limit potential threats to human health from groundwater contamination while facilitating the redevelopment and productive use of properties that are the source of said chemical constituents;

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

Section 1: Use of groundwater as a potable water supply prohibited.

The use or attempt to use of groundwater as a potable water supply by the installation or drilling of wells or by any other method, including at points of withdrawal by the City of Bloomington, is hereby prohibited within a rectangle whose corners are described by the following Illinois State Plane East Zone Metric Coordinates based on North American Datum of 1983 (NAD 83) and shown on Exhibit A, which is attached hereto and incorporated herein by reference.

<u>Corner</u>	<u>Northing</u>	<u>Easting</u>
NE	423883.885	242669.875
NW	423829.210	242559.225
SW	423606.215	242676.227
SE	423660.957	242778.400

Section 2: Penalties

Any person violating the provisions of this ordinance shall be subject to a fine of not less than \$50 or more than \$100 for each violation. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 3: Definitions

“Person” is any individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, or any other legal entity, or their legal representatives, agents or assigns.

“Potable Water” is any water used for human or domestic consumption, including, but not limited to, water used for drinking, bathing, swimming, washing dishes, or preparing foods.

Section 4: Repealer

All ordinances or parts of ordinances in conflict with this ordinance, are hereby repealed insofar as they are in conflict with this ordinance.

Section 5: Severability

If any provision of this ordinance or its application to any person or under any circumstances is adjudged invalid, such adjudication shall not affect the validity of the ordinance as a whole or of any portion not adjudged invalid.

Section 6: Effective Date

This ordinance shall be in full force and effect from and after its passage.

PASSED this 10<sup>th</sup> day of March, 2014.

APPROVED this \_\_\_ day of March, 2014.

APPROVED:

Tari Renner,  
Mayor

ATTEST:

Tracey Covert,  
City Clerk

## HIGHWAY AUTHORITY AGREEMENT

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2014 pursuant to 35 Ill. Adm. Code 742.1020 by and between Mac's Convenience Stores LLC ("Owner / Operator") and the City of Bloomington, Illinois ("Highway Authority"), collectively known as the "Parties."

**WHEREAS**, Mac's Convenience Stores LLC is the owner or operator of one or more leaking underground storage tanks presently or formerly located at 1200 West Market Street, Bloomington, Illinois ("the Site");

**WHEREAS**, as a result of one or more releases of contaminants at the above referenced Site ("the Release"), soil and/or groundwater contamination at the Site exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742;

**WHEREAS**, the soil and/or groundwater contamination exceeding Tier 1 residential remediation objectives extends or may extend into the Highway Authority's right-of-way;

**WHEREAS**, the Owner / Operator or Property Owner is conducting corrective action in response to the Release;

**WHEREAS**, the Parties desire to prevent groundwater beneath the Highway Authority's right-of-way that exceeds Tier 1 remediation objectives from use as a supply of potable or domestic water and to limit access to soil within the right-of-way that exceeds Tier 1 residential remediation objectives so that human health and the environment are protected during and after any access;

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

1. The recitals set forth above are incorporated by reference as if fully set forth herein.
2. The Illinois Emergency Management Agency has assigned incident number 991849 to the Release.
3. Attached as Exhibit A are scaled maps prepared by the Owner/Operator that show the Site and surrounding area and delineate the current and estimated future extent of soil and groundwater contamination above the applicable Tier 1 residential remediation objectives as a result of the Release.
4. Attached as Exhibit B are tables prepared by the Owner/Operator that list each contaminant of concern that exceeds its Tier 1 residential remediation objective, its Tier 1 residential remediation objective and its concentrations within the zone where Tier 1 residential remediation objectives are exceeded. The locations of the concentrations listed in Exhibit B are identified on the maps in Exhibit A.
5. Attached as Exhibit C is a scaled map prepared by the Owner/Operator showing the area of the Highway Authority's right-of-way that is governed by this agreement ("Right-of-Way"). Because Exhibit C is not a surveyed plat, the Right-of-Way boundary may be an approximation of the actual Right-of-Way lines.

6. Because the collection of samples within the Right-of-Way is not practical, the Parties stipulate that, based on modeling, soil and groundwater contamination exceeding Tier 1 residential remediation objectives does not and will not extend beyond the boundaries of the Right-of-Way.
7. The Highway Authority stipulates it has jurisdiction over the Right-of-Way that gives it sole control over the use of the groundwater and access to the soil located within or beneath the Right-of-Way.
8. The Highway Authority agrees to prohibit within the Right-of-Way all potable and domestic uses of groundwater exceeding Tier 1 residential remediation objectives.
9. The Highway Authority further agrees to limit access by itself and others to soil within the Right-of-Way exceeding Tier 1 residential remediation objectives. Access shall be allowed only if human health (including worker safety) and the environment are protected during and after any access. The Highway Authority may construct, reconstruct, improve, repair, maintain and operate a highway upon the Right-of-Way, or allow others to do the same by permit. In addition, the Highway Authority and others using or working in the Right-of-Way under permit have the right to remove soil or groundwater from the Right-of-Way and dispose of the same in accordance with applicable environmental laws and regulations. The Highway Authority agrees to issue all permits for work in the Right-of-Way, and make all existing permits for work in the Right-of-Way, subject to the following or a substantially similar condition:

*As a condition of this permit the permittee shall request the office issuing this permit to identify sites in the Right-of-Way where a Highway Authority Agreement governs access to soil that exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742. The permittee shall take all measures necessary to protect human health (including worker safety) and the environment during and after any access to such soil.*

10. This agreement shall be referenced in the Agency's no further remediation determination issued for the Release.
11. The Agency shall be notified of any transfer of jurisdiction over the Right-of-Way at least 30 days prior to the date the transfer takes effect. This agreement shall be null and void upon the transfer unless the transferee agrees to be bound by this agreement as if the transferee were an original party to this agreement. The transferee's agreement to be bound by the terms of this agreement shall be memorialized at the time of transfer in a writing ("Rider") that references this Highway Authority Agreement and is signed by the Highway Authority, or subsequent transferor, and the transferee.
12. This agreement shall become effective on the date the Agency issues a no further remediation determination for the Release. It shall remain effective until the Right-of-Way is demonstrated to be suitable for unrestricted use and the Agency issues a new no further remediation determination to reflect there is no longer a need for this agreement, or until the agreement is otherwise terminated or voided.
13. In addition to any other remedies that may be available, the Agency may bring suit to enforce the terms of this agreement or may, in its sole discretion, declare this agreement

null and void if any of the Parties or any transferee violates any term of this agreement. The Parties or transferee shall be notified in writing of any such declaration.

14. This agreement shall be null and void if a court of competent jurisdiction strikes down any part or provision of the agreement.

15. This agreement supersedes any prior written or oral agreements or understandings between the Parties on the subject matter addressed herein. It may be altered, modified or amended only upon the written consent and agreement of the Parties.

16. Any notices or other correspondence regarding this agreement shall be sent to the Parties at following addresses:

Manager, Division of Remediation Management  
Bureau of Land  
Illinois Environmental Protection Agency  
1021 North Grand Avenue East  
P.O. Box 19276  
Springfield, IL 62974-9276

Owner/Operator:  
Matt Jordan – Compliance and  
Environmental Manager  
Mac’s Convenience Stores LLC  
P.O. Box 347  
Columbus, Indiana 47202

Highway Authority:  
Legal Department  
City of Bloomington  
109 E. Olive St.  
Bloomington, Illinois 61702-3157

IN WITNESS WHEREOF, the Parties have caused this agreement to be signed by their duly authorized representatives.

**City of Bloomington**

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

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

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

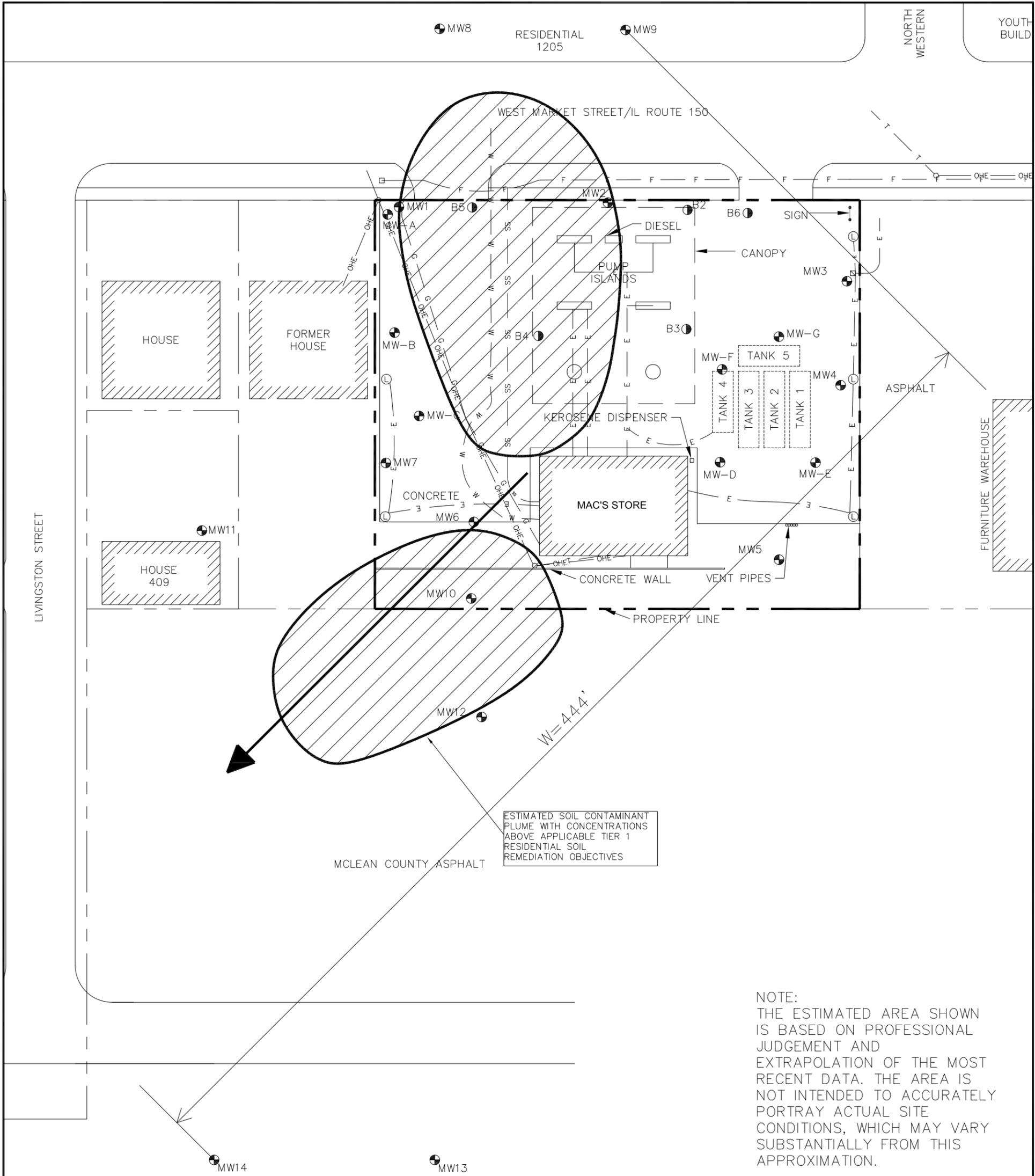
**Mac’s Convenience Stores LLC**

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

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

Title: Environmental Remediation Manager

# **EXHIBIT A**



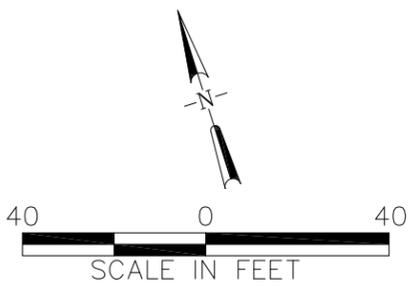
ESTIMATED SOIL CONTAMINANT PLUME WITH CONCENTRATIONS ABOVE APPLICABLE TIER 1 RESIDENTIAL SOIL REMEDIATION OBJECTIVES

NOTE:  
THE ESTIMATED AREA SHOWN IS BASED ON PROFESSIONAL JUDGEMENT AND EXTRAPOLATION OF THE MOST RECENT DATA. THE AREA IS NOT INTENDED TO ACCURATELY PORTRAY ACTUAL SITE CONDITIONS, WHICH MAY VARY SUBSTANTIALLY FROM THIS APPROXIMATION.

LEGEND	
— x —	FENCE
— F —	FIBER OPTIC
— G —	GAS LINE
— OHE —	OVERHEAD ELECTRIC
— T —	OVERHEAD TELEPHONE
— SS —	SANITARY SEWER
— E —	UNDERGROUND ELECTRIC
— W —	WATER
— - - —	PROPERTY BOUNDARY
⊙	LIGHT ON POLE
○	MANWAY
⊕ MW#	MONITORING WELL
⊕ MW-X	MONITORING WELL (Installed By Others)
←	APPROXIMATE GROUNDWATER FLOW DIRECTION

TANK SCHEDULE	
TANK 1	10,000 GAS
TANK 2	10,000 GAS
TANK 3	10,000 GAS
TANK 4	8,000 KEROSENE
TANK 5	8,000 DIESEL

NOTES: THIS DRAWING BASED ON PROJECT NO: 103748, FILE NO: 24-7203 CREATED BY FARNSWORTH GROUP DATED 2/5/2004.

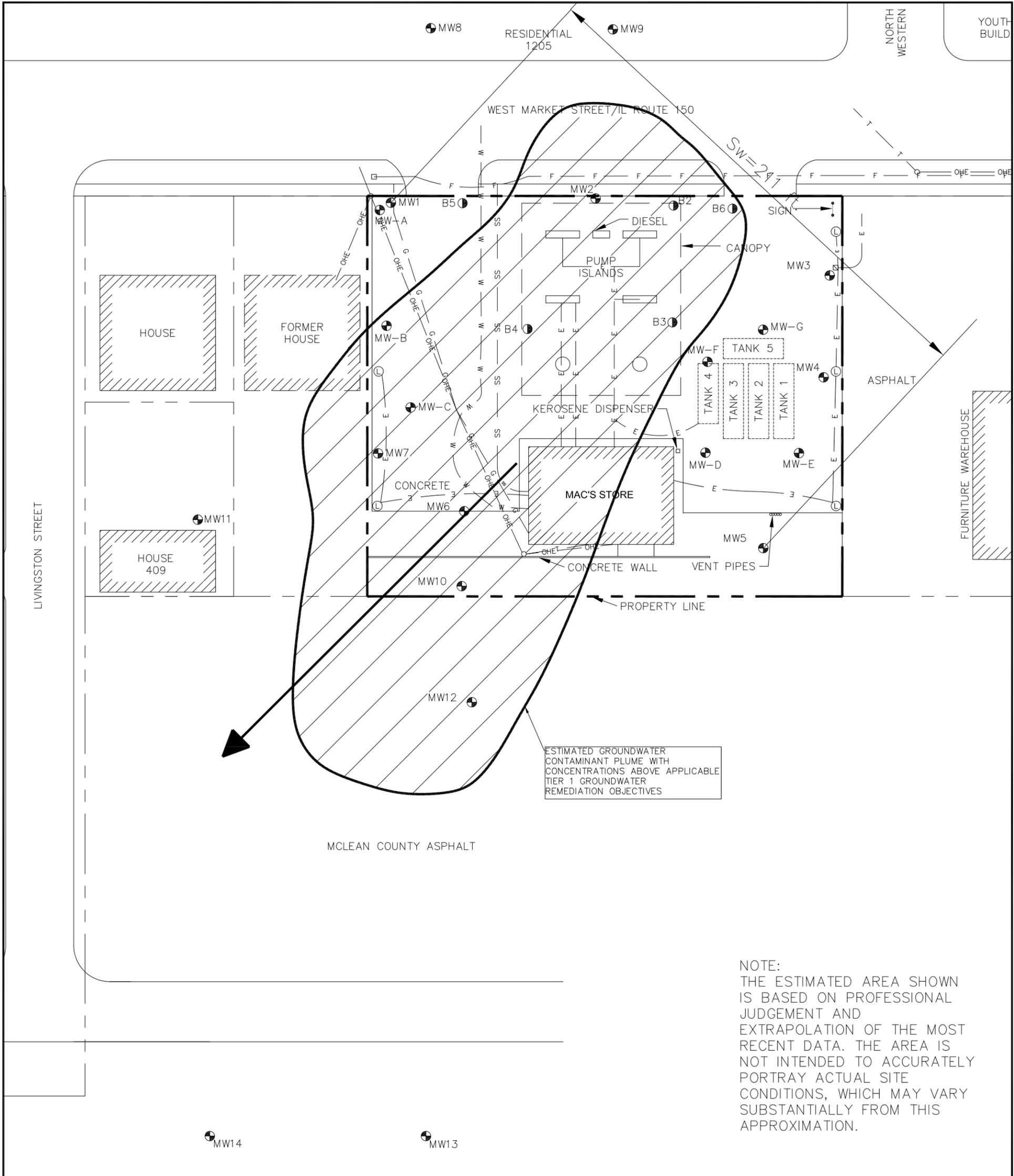



**American Environmental**  
 Indianapolis, Indiana - Corporate Office (317) 871-4090  
 Louisville, Kentucky - Regional Office (502) 491-0144  
 Fairfield, Ohio - Regional Office (513) 874-7740  
 Springfield, Illinois - Regional Office (217) 585-9517

**ESTIMATED SOIL IMPACT MAP**  
**MAC'S CONVENIENCE STORE #1210**  
**1200 WEST MARKET STREET**  
**BLOOMINGTON, ILLINOIS**

Project No.: <b>247009</b>
Drawing File: <b>247009_1</b>
Date: <b>3/20/2013</b>

SCALE: <b>AS SHOWN</b>
EXHIBIT: <b>A1</b>



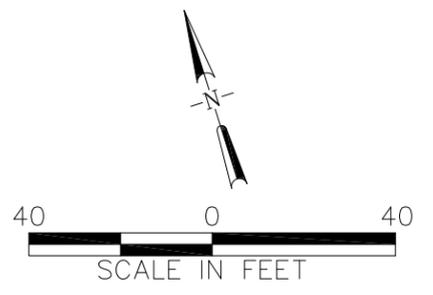
ESTIMATED GROUNDWATER CONTAMINANT PLUME WITH CONCENTRATIONS ABOVE APPLICABLE TIER 1 GROUNDWATER REMEDIATION OBJECTIVES

NOTE:  
 THE ESTIMATED AREA SHOWN IS BASED ON PROFESSIONAL JUDGEMENT AND EXTRAPOLATION OF THE MOST RECENT DATA. THE AREA IS NOT INTENDED TO ACCURATELY PORTRAY ACTUAL SITE CONDITIONS, WHICH MAY VARY SUBSTANTIALLY FROM THIS APPROXIMATION.

LEGEND	
— x —	FENCE
— F —	FIBER OPTIC
— G —	GAS LINE
— OHE —	OVERHEAD ELECTRIC
— T —	OVERHEAD TELEPHONE
— SS —	SANITARY SEWER
— E —	UNDERGROUND ELECTRIC
— W —	WATER
---	PROPERTY BOUNDARY
⊙	LIGHT ON POLE
○	MANWAY
⊕ MW#	MONITORING WELL
⊕ MW-X	MONITORING WELL (Installed By Others)
←	APPROXIMATE GROUNDWATER FLOW DIRECTION

TANK SCHEDULE	
TANK 1	10,000 GAS
TANK 2	10,000 GAS
TANK 3	10,000 GAS
TANK 4	8,000 KEROSENE
TANK 5	8,000 DIESEL

NOTES: THIS DRAWING BASED ON PROJECT NO: 103748, FILE NO: 24-7203 CREATED BY FARNSWORTH GROUP DATED 2/5/2004.




**American Environmental**  
 Indianapolis, Indiana - Corporate Office (317) 871-4090  
 Louisville, Kentucky - Regional Office (502) 491-0144  
 Fairfield, Ohio - Regional Office (513) 874-7740  
 Springfield, Illinois - Regional Office (217) 585-9517

**ESTIMATED GROUNDWATER IMPACT MAP**  
**MAC'S CONVENIENCE STORE #1210**  
**1200 WEST MARKET STREET**  
**BLOOMINGTON, ILLINOIS**

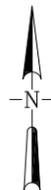
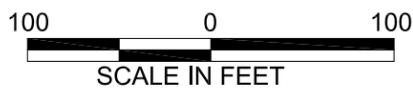
Project No.: <b>247009</b>
Drawing File: <b>247009_1</b>
Date: <b>3/20/2013</b>

SCALE: <b>AS SHOWN</b>
EXHIBIT: <b>A2</b>



NOTES:  
 IMAGE COURTESY OF MCLEAN COUNTY.

THE MODELED EXTENT OF THE GROUNDWATER CONTAMINANT PLUME IS BASED ON THE DOWNGRADIENT DISTANCE FROM THE SOURCE AT WHICH GROUNDWATER CONCENTRATIONS ARE CALCULATED TO MEET TIER 1 GROUNDWATER REMEDIATION OBJECTIVES.



**American  
 Environmental**

Indianapolis, Indiana - Corporate Office (317) 871-4090  
 Louisville, Kentucky - Regional Office (502) 491-0144  
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 Springfield, Illinois - Regional Office (217) 585-9517

**MODELED EXTENT FOR BENZENE  
 MAC'S CONVENIENCE STORE #1210  
 1200 WEST MARKET STREET  
 BLOOMINGTON, ILLINOIS**

Project No.:

**247009**

Drawing File:

**247009\_ORD**

Date:

**3/20/2013**

SCALE:

**AS SHOWN**

EXHIBIT:

**A3**

# **EXHIBIT B**

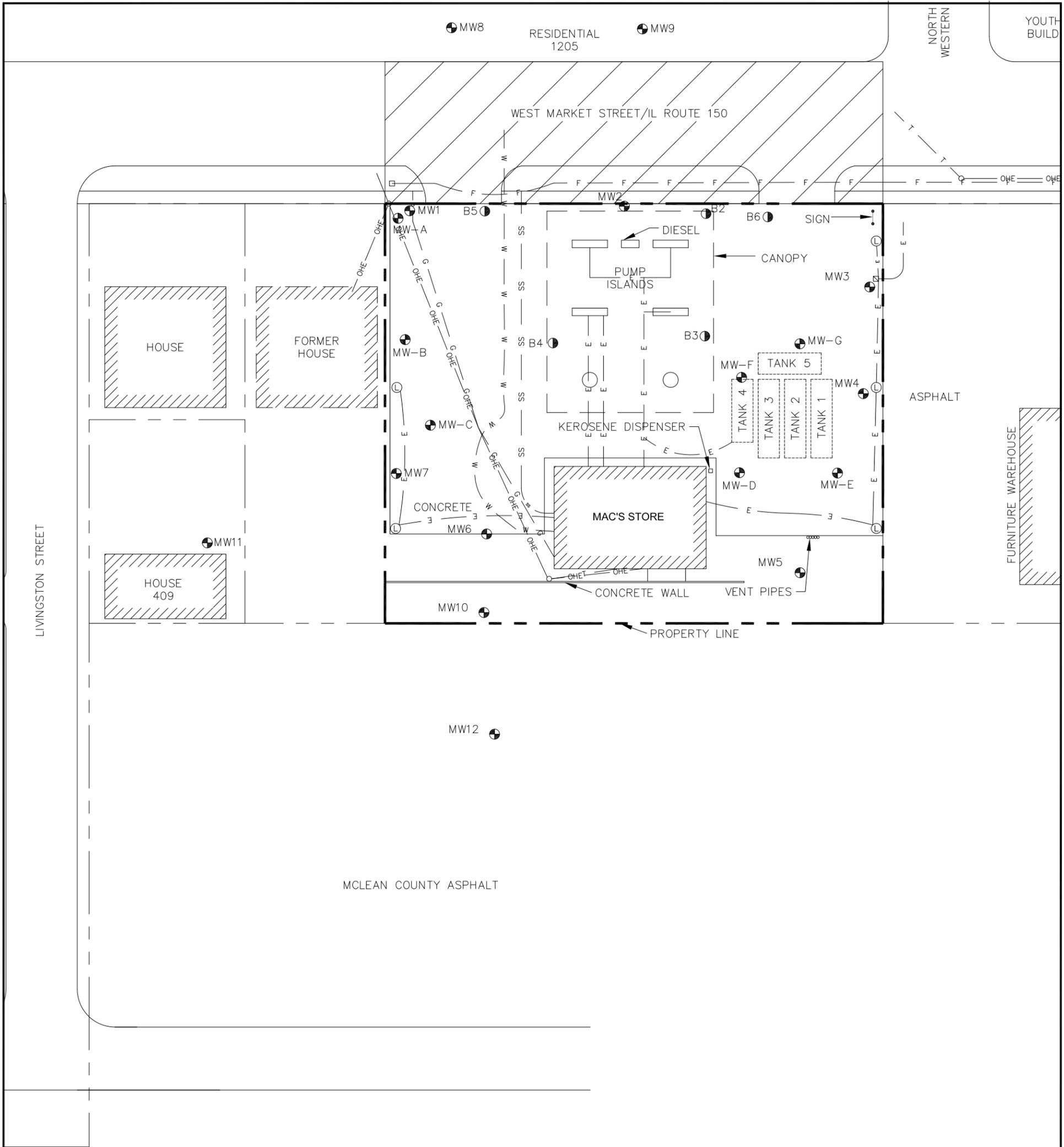
**Table 1: Soil Analytical Data**  
**LPC # 1130200027 - McLean County**  
**Mac's Convenience Store #1210**  
**ICMA #20040147**

Sample ID	Collection Date	Sample Depth (feet)	Soil Saturation Depth (feet)	Units	Benzene	Toluene	Ethylbenzene	Total Xylene	Methyl tert-butyl ether	Acenaphthene	Acenaphthylene **	Anthracene	Benzo(a)anthracene	Benzo(b)pyrene	Benzo(k)fluoranthene	Benzo(g,h,i)perylene **	Benzo(e)fluoranthene	Chrysene	Dibenz(a,h)anthracene	Fluoranthene	Fluorene	Indeno(1,2,3-cd)pyrene	Naphthalene	Phenanthrene **	Pyrene
B2	8/11/2008	8.5	10	mg/kg	<b>0.011</b>	<0.0058	<0.0012	<0.0035	<0.0012	<0.039	<0.039	<0.039	<0.039	<0.039	<0.039	<0.039	<0.039	<0.039	<0.039	<0.039	<0.039	<0.039	<0.039	<0.039	<0.039
B3	8/11/2008	10.5	12	mg/kg	<b>0.022</b>	<0.0063	<0.0013	<b>0.0088</b>	<0.0013	<0.042	<0.042	<0.042	<0.042	<0.042	<0.042	<0.042	<0.042	<0.042	<0.042	<0.042	<0.042	<0.042	0.071	<0.042	<0.042
B4	8/11/2008	10	12	mg/kg	<b>0.037</b>	<0.0054	<b>0.0013</b>	<b>0.0052</b>	<0.0011	<0.036	<0.036	<0.036	<0.036	<0.036	<0.036	<0.036	<0.036	<0.036	<0.036	<0.036	<0.036	<0.036	<0.036	<0.036	<0.036
B5	8/11/2008	9	10.5	mg/kg	<b>0.11</b>	<0.25	<b>0.14</b>	<b>0.22</b>	<0.048	<0.041	<0.041	<0.041	<0.041	<0.041	<0.041	<0.041	<0.041	<0.041	<0.041	<0.041	<0.041	<0.041	<b>6.8</b>	<0.041	<0.041
B6	8/11/2008	9	11.5	mg/kg	<0.0012	<0.0060	<0.0012	<0.0036	<0.0012	<0.040	<0.040	<0.040	<0.040	<0.040	<0.040	<0.040	<0.040	<0.040	<0.040	<0.040	<0.040	<0.040	<0.040	<0.040	<0.040
MW-1-2	6/22/2005	9	9	mg/kg	<b>0.0067</b>	<0.0050	<0.0050	<0.0015	<0.0010	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033
MW-1-3	6/22/2005	40	9	mg/kg	<0.0050	<0.0050	<0.0050	<0.0015	<0.0010	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033
MW-2-1	6/22/2005	9	8	mg/kg	<b>4.3</b>	<0.50	<b>0.29</b>	<b>1.2</b>	<b>0.86</b>	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033
MW-2-2	6/22/2005	40	8	mg/kg	<b>30</b>	<b>5.8</b>	<b>68</b>	<b>250</b>	<b>30</b>	<b>0.7</b>	<0.033	<b>0.44</b>	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<b>0.042</b>	<b>0.96</b>	<0.033	<b>44</b>	<b>2.5</b>	<b>0.2</b>
MW-3-2	6/22/2005	8.5	12.5	mg/kg	<0.0050	<0.0050	<0.0050	<0.0015	<0.0010	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033
MW-3-3	6/22/2005	13.5	12.5	mg/kg	<b>0.0036</b>	<0.0052	<b>0.0013</b>	<b>0.0024</b>	<0.0011	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033
MW-4-2	6/22/2005	9.5	10	mg/kg	<0.00056	<0.0056	<0.00056	<0.0017	<0.0011	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033
MW-5-2	6/22/2005	8	7	mg/kg	<b>0.007</b>	<0.0050	<0.0050	<b>0.006</b>	<0.0010	<0.033	<0.033	<0.033	<b>0.1</b>	<b>0.14</b>	<b>0.16</b>	<b>0.12</b>	<b>0.063</b>	<b>0.1</b>	<0.033	<0.033	<0.033	<0.033	<b>0.038</b>	<b>0.16</b>	<b>0.12</b>
MW-5-4	6/22/2005	10.5	7	mg/kg	<b>0.0073</b>	<0.0050	<0.0050	<b>0.0094</b>	<b>0.0034</b>	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033
MW-6-2	6/22/2005	8.5	10	mg/kg	<0.0025	<0.0025	<0.0025	<0.0075	<b>0.024</b>	<0.033	<0.033	<b>0.043</b>	<b>0.14</b>	<b>0.11</b>	<b>0.21</b>	<b>0.038</b>	<b>0.068</b>	<b>0.14</b>	<0.033	<b>0.23</b>	<0.033	<b>0.038</b>	<b>0.073</b>	<b>0.25</b>	<b>0.2</b>
MW-6-4	6/22/2005	44	10	mg/kg	<b>0.085</b>	<0.50	<b>40</b>	<b>30</b>	<b>1</b>	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<b>4.8</b>	<0.033	<0.033
MW-7-2	6/22/2005	8.5	9	mg/kg	<0.0025	<0.0025	<0.0025	<0.0075	<b>0.023</b>	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033
MW-7-4	6/22/2005	44	9	mg/kg	<b>0.09</b>	<0.25	<b>8.4</b>	<b>5.4</b>	<b>0.64</b>	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033	<0.033
MW8-1	12/27/2005	4.5	8	mg/kg	<0.0060	<0.030	<0.0060	<0.018	<0.0060	<0.024	<0.024	<b>0.034</b>	<b>0.069</b>	<b>0.057</b>	<b>0.049</b>	<b>0.037</b>	<b>0.026</b>	<b>0.03</b>	<b>0.093</b>	<0.024	<b>0.062</b>	<0.024	<b>0.036</b>	<b>0.04</b>	<b>0.04</b>
MW8-2	12/27/2005	9.5	8	mg/kg	<0.0058	<0.029	<0.0058	<0.017	<0.0058	<0.022	<0.022	<0.022	<0.022	<0.022	<0.022	<0.022	<0.022	<0.022	<0.022	<0.022	<0.022	<0.022	<0.022	<0.022	<0.022
MW9-1	12/27/2005	5	8	mg/kg	<0.0061	<0.030	<0.0061	<0.018	<0.0061	<0.024	<0.024	<0.024	<0.024	<0.024	<0.024	<0.024	<0.024	<0.024	<0.024	0.043	<0.024	<0.024	<0.024	<0.024	<0.024
MW9-2	12/27/2005	9	8	mg/kg	<b>0.0026</b>	<0.0060	<b>0.0044</b>	<0.0036	<0.0012	<0.024	<0.024	<0.024	<0.024	<0.024	<0.024	<0.024	<0.024	<0.024	<0.024	<0.024	<0.024	<0.024	<0.024	<0.024	<0.024
MW10-1	12/28/2005	4.5	12	mg/kg	<0.0013	<0.0063	<0.0013	<0.0038	<0.0013	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<b>0.1</b>	<0.025	<b>0.041</b>	<b>0.025</b>	<b>0.038</b>	<0.025
MW10-2	12/28/2005	10	12	mg/kg	<b>0.026</b>	<1.3	<b>18</b>	<b>54</b>	<0.26	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<b>3.8</b>	<0.025	<0.025
MW11-1	1/11/2006	4.5	12	mg/kg	<0.0029	<0.029	<0.0029	<0.0086	<0.0057	<0.038	<0.038	<0.038	<0.038	<0.038	<0.038	<0.038	<0.038	<0.038	<0.038	<0.038	<0.038	<0.038	<0.038	<0.038	<0.038
MW11-2	1/11/2006	7.5	12	mg/kg	<0.0029	<0.029	<0.0029	<0.0088	<0.0058	<0.038	<0.038	<0.038	<0.038	<0.038	<0.038	<0.038	<0.038	<0.038	<0.038	<0.038	<0.038	<0.038	<0.038	<0.038	<0.038
MW11-3	1/11/2006	10.5	12	mg/kg	<b>0.029</b>	<0.029	<b>0.077</b>	<b>0.36</b>	<b>0.12</b>	<0.038	<0.038	<0.038	<0.038	<0.038	<0.038	<0.038	<0.038	<0.038	<0.038	<0.038	<0.038	<0.038	<b>0.071</b>	<0.038	<0.038
MW12-1	12/28/2005	5	5	mg/kg	<b>0.0014</b>	<0.0065	<0.0013	<0.0039	<0.0013	<b>0.79</b>	<0.026	<b>1.1</b>	<b>0.7</b>	<b>0.68</b>	<b>0.32</b>	<b>0.41</b>	<b>0.74</b>	<b>0.13</b>	<b>2.9</b>	<b>1.2</b>	<b>0.43</b>	<b>0.41</b>	<b>2.8</b>	<b>2.8</b>	<b>2.8</b>
MW12-2	12/28/2005	13	5	mg/kg	<b>0.12</b>	<0.25	<b>0.42</b>	<b>2.5</b>	<0.051	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<0.025	<b>8.1</b>	<0.025	<0.025
MW13-1	7/25/2007	6.5	12.5	mg/kg	<b>0.0013</b>	<0.0059	<0.0012	<0.0036	<0.0012	<0.024	<0.024	<0.024	<0.024	<0.024	<0.024	<0.024	<0.024	<0.024	<0.024	<0.024	<0.024	<0.024	<0.024	<0.024	<0.024
MW14-1	7/25/2007	7.5	8	mg/kg	<0.0013	<0.0067	<0.0013	<0.004	<0.0013	<0.027	<0.027	<0.027	<0.027	<0.027	<0.027	<0.027	<0.027	<0.027	<0.027	<0.027	<0.027	<0.027	<0.027	<0.027	<0.027
MW14-2	7/25/2007	11.5	8	mg/kg	<0.0013	<0.0064	<0.0013	<0.0032	<0.0013	<0.024	<0.024	<0.024	<0.024	<0.024	<0.024	<0.024	<0.024	<0.024	<0.024	<0.024	<0.024	<0.024	<0.024	<0.024	<0.024

Tier 1 Soil Remediation Objectives	Soil Saturation Limit		mg/kg																						
	Residential	Ingestion	870	650	400	320	8,800																		
		Inhalation	12	16,000	7,800	16,000	780	4,700	4,700	2,300	0.9	0.09	0.9	2,300	9	88	0.09	3,100	3,100	0.9	1,600	2,300	2,300		
	Industrial	Ingestion	0.08	650	4,000	320	8,800																		
Inhalation		100	410,000	200,000	410,000	20,000	120,000	120,000	610,000	8	0.8	8	61,000	78	780	0.8	82,000	82,000	8	41,000	61,000	61,000			
Construction Worker	Ingestion	1.6	650	400	320	8,800																			
	Inhalation	2,300	410,000	20,000	41,000	2,000	120,000	61,000	610,000																



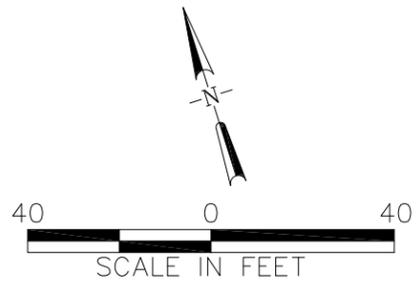
# **EXHIBIT C**



LEGEND	
— x —	FENCE
— F —	FIBER OPTIC
— G —	GAS LINE
— OHE —	OVERHEAD ELECTRIC
— T —	OVERHEAD TELEPHONE
— SS —	SANITARY SEWER
— E —	UNDERGROUND ELECTRIC
— W —	WATER
---	PROPERTY BOUNDARY
⊙	LIGHT ON POLE
○	MANWAY
⊕ MW#	MONITORING WELL
⊕ MW-X	MONITORING WELL (Installed By Others)
	HIGHWAY AUTHORITY AGREEMENT AREA

TANK SCHEDULE	
TANK 1	10,000 GAS
TANK 2	10,000 GAS
TANK 3	10,000 GAS
TANK 4	8,000 KEROSENE
TANK 5	8,000 DIESEL

NOTES: THIS DRAWING BASED ON PROJECT NO: 103748, FILE NO: 24-7203 CREATED BY FARNSWORTH GROUP DATED 2/5/2004.



**American Environmental**

Indianapolis, Indiana - Corporate Office (317) 871-4090  
 Louisville, Kentucky - Regional Office (502) 491-0144  
 Fairfield, Ohio - Regional Office (513) 874-7740  
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**HIGHWAY AUTHORITY AGREEMENT  
 AREA MAP**

**MAC'S CONVENIENCE STORE #1210  
 1200 WEST MARKET STREET  
 BLOOMINGTON, ILLINOIS**

Project No.:  
**247009**

Drawing File:  
**247009\_1**

Date:  
**3/20/2013**

SCALE:  
**AS SHOWN**

EXHIBIT:  
**C1**



VIA EMAIL TO [KKLOTHE@CITYBLM.ORG](mailto:KKLOTHE@CITYBLM.ORG)

March 20, 2013

Mr. Kevin Kothe, PE, City Engineer  
Engineering Department  
City of Bloomington  
115 East Washington Street  
Post Office Box 3157  
Bloomington, Illinois 61702-3157

**Re: Request for Groundwater Usage Ordinance & Highway Authority Agreement**

Circle K #1210  
1200 West Market Street  
Bloomington, Illinois 61701  
Leaking Underground Storage Tank Incident No. 20040147  
American Environmental Project No. 247009

Dear Mr. Kothe:

Please consider this submittal as a request for a Groundwater Usage Ordinance (GUO) and a Highway Authority Agreement (HAA) on behalf of Mac's Convenience Stores LLC for the Convenience Store (Circle K #1210) located at 1200 West Market Street. The proposed GUO and HAA will prevent the completion of the groundwater ingestion exposure route within the modeled contaminant plume potentially emanating from the above-referenced leaking underground storage tank site.

The GUO is in the format of the latest ordinance (2008-25) on the Illinois EPA database and the proposed GUO area encompasses the modeled area of groundwater contamination and is rectangular in accordance with our discussion on March 5, 2013. The HAA is in the format of the model document on the Illinois EPA website and the proposed HAA area includes the roadway and right-of-way within the estimated area of soil contamination shown on Exhibit A1.

Attached to this letter are:

- The latest Corrective Action Plan (CAP) and Budget Amendment which is dated September 21, 2012 and includes a request for HAA submittal to the Illinois Department of Transportation (IDOT). The request for an IDOT HAA has been withdrawn based on our March 5, 2013 telephone discussion when you informed

me that the roadway adjacent to Circle K #1210 is owned by the City of Bloomington.

- The November 21, 2012 Illinois EPA approval letter of the CAP and Budget Amendment.
- A proposed GUO including an Exhibit showing the modeled groundwater contaminant plume map and the proposed area for the groundwater usage ordinance.
- A proposed HAA for Market Street with a tables of soil and groundwater analytical data, and figures depicting the estimated soil and groundwater contaminant plumes, the modeled groundwater contaminant plume and the proposed HAA area.

The Corrective Action Completion Report (CACR) has not yet been drafted pending a response from the western adjacent property owner to a request for an Environmental Land Use Control. Although a negative response may necessitate excavation near the southwest corner of the Mac's property, it will not affect either the proposed GUO or HAA, which are based on soil and groundwater concentrations near the north edge of the Circle K property. The CACR will be submitted to you at a later date, if necessary.

Please review the enclosed information and call me at (217) 585-9517 ext. 4, or email me at [kmmiller@aecspfld.com](mailto:kmmiller@aecspfld.com) if you have questions or concerns. Thank you for your assistance.

Sincerely,

AMERICAN ENVIRONMENTAL CORPORATION



Kenneth M. Miller, P.E., P.G.  
Regional Manager

Enclosures

cc: Mr. Alan Cubberley, Circle K Environmental Remediation Manager



LEGEND

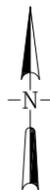
----- PROPOSED ORDINANCE AREA

NOTES:  
 MODELED EXTENT OF GROUNDWATER PLUME  
 BASED ON BENZENE CONCENTRATION AT MW2.

IMAGE COURTESY OF MCLEAN COUNTY GIS.

ILLINOIS EAST STATE PLANAR COORDINATES

	NORTHING	EASTING
A	423883.885	242669.875
B	423829.210	242559.225
C	423606.215	242676.227
D	423660.957	242778.400



**American  
Environmental**

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**AERIAL MAP SHOWING MODELED EXTENT OF  
 GROUNDWATER CONTAMINATION WITH PROPOSED  
 ORDINANCE AREA  
 CIRCLE K #1210  
 1200 WEST MARKET STREET  
 BLOOMINGTON, ILLINOIS**

Project No.:  
**247009**  
 Drawing File:  
**247009\_ORD**  
 Date:  
**3/8/2013**

SCALE:  
**AS SHOWN**  
 EXHIBIT:  
**A**

# 1210 W Market St Groundwater Ordinance Highway Authority Agreement

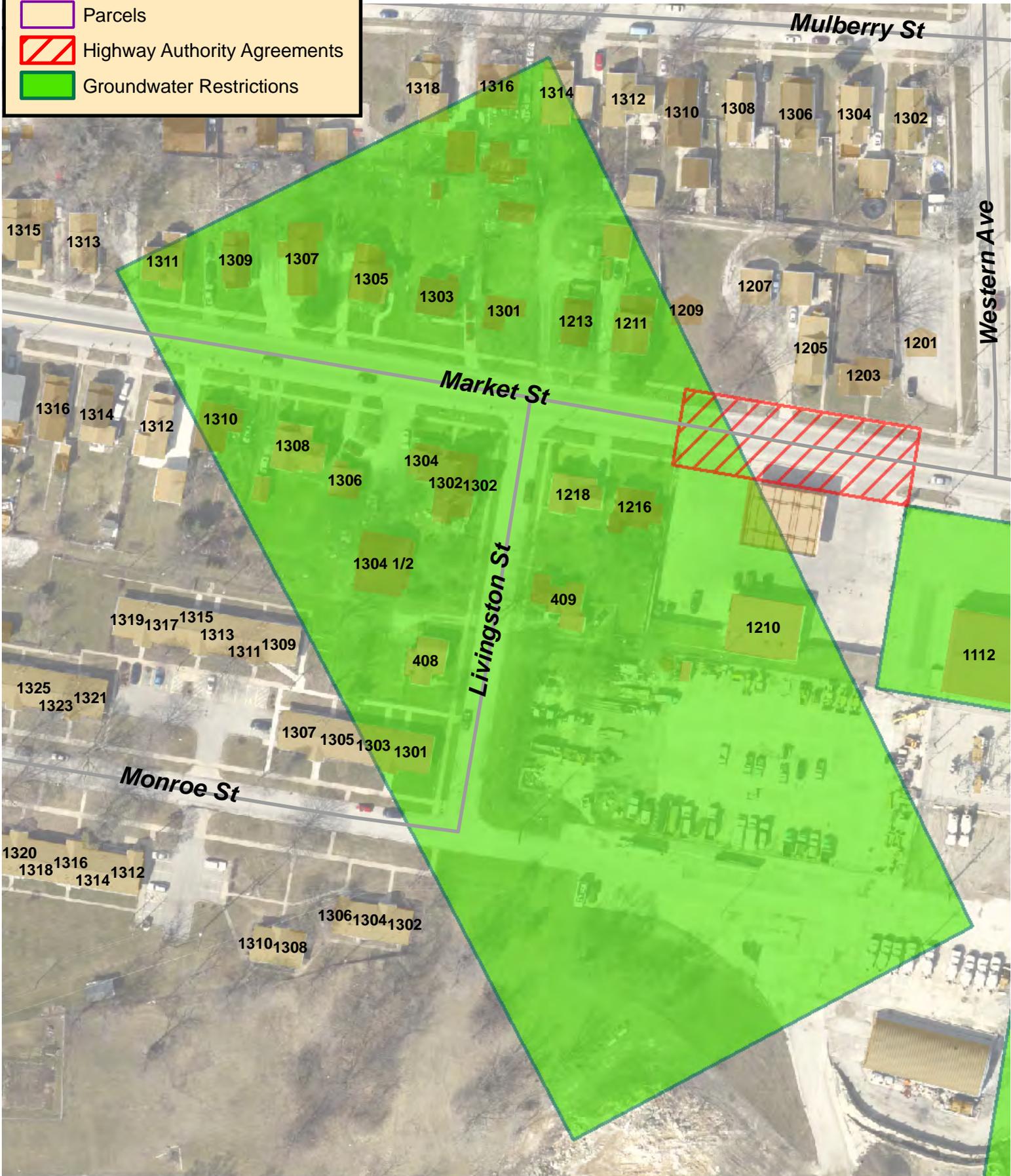


100 50 0 100 200 Feet



**Legend**

-  Parcels
-  Highway Authority Agreements
-  Groundwater Restrictions





FOR COUNCIL: March 10, 2014

SUBJECT: Text Amendment to Chapter 45. Property Maintenance Code and adoption of the 2012 Edition of the International Property Maintenance Code

**RECOMMENDATION/MOTION:** That the Text Amendment be approved, the 2012 Edition of the International Property Maintenance Code (IPMC) be adopted as amended and the Ordinance passed.

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

**STRATEGIC PLAN SIGNIFICANCE:** Objective 4c. Preservation of property/home valuations.

**BACKGROUND:** Every three (3) years the International Code Council (ICC) publishes a new set of codes and standards for adoption by governmental jurisdictions. These codes have been the City's basis for codes and standards since the mid 1950's. The 2012 edition of the IPMC is the latest edition of the standards used for property maintenance inspections and the rental inspection program.

Fortunately, the 2012 edition of the IPMC is a "status quo" code. There are only two (2) changes in the code, and these are already covered by similar or identical local ordinances. These two (2) sections pertain to overcrowding and grease interceptors. Any remaining changes clarify existing language and have little if any effect on the code or its enforcement.

The overcrowding language is found in Section 404, Occupancy Limits. This section determines the number of people allowed in a dwelling based on the space and its related size. These limits are similar to those used in the past and currently in the City's property maintenance ordinance.

Section 506.3, Grease Interceptors is being removed from the IPMC to limit confusion with the grease trap requirements already in existence in the City's plumbing code, Chapter 34.

One (1) addition to the Property Maintenance Code proposed by staff contained in the ordinance is a provision allowing for service of repair orders and other documents by e-mail in keeping with modern business practice.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Notice was placed in the City's local publication identifying the City's desire to update the code standards. The notice directed interested parties to a meeting of the Property Maintenance Review Board to be held on February 18, 2014 at 4:00 p.m. Notice of the meeting was also mailed to all registered landlords and/or their agents. At the meeting of the Property Maintenance Review Board, the board was presented with the proposed changes and voted unanimously to approve adoption. No public opposition was received.

**FINANCIAL IMPACT:** There is no direct financial impact to the City by adopting this edition of the International Property Maintenance Code.

Respectfully submitted for Council consideration.

Prepared by: Sharon Walker, Code Enforcement Division Manager

Reviewed by: Frank Koehler, PACE Interim Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Carla A. Murillo, Budget Manager

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

Recommended by:



David A. Hales  
City Manager

**Attachments:** Attachment 1. Ordinance

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

**ORDINANCE NO. 2014 -**

**AN ORDINANCE AMENDING BLOOMINGTON CITY CODE CHAPTER 45**

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois:

SECTION 1. That Bloomington City Code Chapter 45, Article I, Section 1, shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

SEC. 1: ADOPTION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE 2012  
2009

That a certain document, one (1) copy of which is on file in the office of the City Clerk of the City of Bloomington, being marked and designated as "The International Property Maintenance Code, ~~2009~~ 2012" as published by the International Code Council, Inc., be and is hereby adopted as the Property Maintenance code of the City of Bloomington, in the State of Illinois, for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of said Property Maintenance Code are hereby referred to, adopted, and made a part hereof, as if fully set out in this Ordinance, with the additions, insertions, deletions and changes, if any, prescribed in ARTICLE II of this Ordinance.

SECTION 2. That Bloomington City Code Chapter 45, Article II, Sections 103.5, 107.3, 108.0, 108.2.1, 108.6, 108.7, 111, 111.1, 308.0, 308.4, 404.5, 404.5.1, 404.5.2, 506.3 shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

ARTICLE II

AMENDMENTS, REVISIONS, ADDITIONS AND MODIFICATIONS  
TO THE INTERNATIONAL PROPERTY MAINTENANCE CODE ~~2009~~ 2012

SEC. 103.5 FEES.

Insert the following two sections at the end of the paragraph:

(a) Reinspection Fee. If a contractor/owner notifies the Code Official that a project is ready for final inspection and, upon inspection the Code Official finds the project not complete, then the Contractor/Owner shall pay a fee of Twenty-five Dollars (\$25.00) per inspector for each reinspection required. The fee shall be paid prior to any subsequent ~~the~~ reinspection.

(b) Inspection Fee for Code Compliance. If requested, an inspection/ investigation of an existing building/facility for Code compliance may be done by the Code Official or employee charged with enforcement of this code with authorization from the owner. A fee of Ten Dollars (\$10.00) per inspector shall be charged for said inspection/investigation.

Add to SEC. 107.3 METHOD OF SERVICE.

(4) Transmitted via e-mail to the email address of the owner or owner's agent.

SEC. 108.0 UNSAFE STRUCTURES AND EQUIPMENT.

Add the following Sections to read as follows:

SEC. 108.2.2 ~~108.2.1~~ CLOSING STANDARDS.

Structures shall be closed with uniform materials, cut to fit in a workmanlike manner, securely attached and painted to match the surrounding surfaces.

SEC. 108.8 ~~108.6~~ ADMINISTRATIVE FEE AND FINES FOR OWNING CONDEMNED PROPERTY.

(a) Any person who owns a structure condemned under this Code and who fails to bring the structure into compliance with this code within one (1) year of the condemnation order to condemn shall be assessed a fee of five hundred dollars (\$500.00).

(b) If the same structure referred to in paragraph (a) of this Section is not in compliance with this code within eighteen (18) months of the condemnation order to condemn, the owner shall be fined an additional seven hundred and fifty dollars (\$750.00) ~~for the second year and two thousand dollars for each additional year thereafter in which that structure is not in compliance with this Code.~~

(c) If the same structure referred to in paragraph (a) of this Section is not in compliance with this code within two (2) years of the condemnation, order to condemn, the owner shall pay a fine of two thousand dollars (\$2,000.00). The owner shall be fined an additional two thousand dollars (\$2,000.00) for the second year and two thousand dollars for each additional year thereafter in which that the structure remains condemned. is not in compliance with this Code.

(d) Any person who owns a structure already condemned under this Code and who has a second structure condemned shall be assessed an additional fine of (\$2,000.00) for each year the second structure remains on the condemned list. ~~The fine shall be \$2,000.00 per year even if the first structure is taken off the condemned list.~~

(e) Any person who owns two (2) structures condemned under this Code and who has a third or more structures condemned shall be assessed a fine of five thousand dollars (\$5,000.00) per structure for every year they remain on the condemned list. ~~The fine shall be five thousand dollars (\$5,000.00) per structure per year even if the first and second structures are removed from the condemned list.~~

The administrative fees and fines authorized by this Section shall be a lien on any real estate owned by such person. In addition to filing a lien upon such real estate, the City shall

have the authority to collect such fees or fines by filing an ordinance violation suit or a personal collection action against the owner in court.

SEC. 108.9 ~~108.7~~ NOTICE TO BUYERS OF CONDEMNED STRUCTURE.

(a) Code Enforcement Division to Publish List. The Department of Planning and Code Enforcement, Code Enforcement Division, shall each month compile and publish a list of all structures which have been condemned and any Code violations existing in any structure on the list shall be public information and shall be disclosed to any person making inquiry. In addition, the Division shall disclose to any person making inquiry the location of any other structure condemned since the publication of the most recent list of condemned structures. A copy of the monthly list of condemned structures shall be sent to the Bloomington-Normal Board of Realtors to be made available to any members thereof. When any structure is condemned, notification of condemnation along with a copy of the inspection sheet with regard to said property shall be forwarded to the Bloomington-Normal Board of Realtors.

(b) Contents of Notice. The notices provided for in this Section shall contain the following information:

- (1) the common street address of the property;
- (2) the legal description or real estate index number of the property;
- (3) the fact that the structure on the property has been "Condemned";
- (4) the Code deficiencies found to exist on the property (which may be in the form of an attached inspection sheet) and the fact that occupancy of the structure is prohibited until necessary repairs are made, and if known, an approximate cost estimate of the cost of making sufficient repairs to permit occupancy of the structure.

(c) Real Estate Agent Must Give Notice of Defects. It shall be unlawful for any real estate agent to permit a person to execute a formal offer to purchase any property on which a condemned structure is located without furnishing said person a copy of the notice required by this Section and obtaining written receipt of such notice. The original of said notice and receipt shall be forwarded to the Code Enforcement Division.

Delete the entire Section 111 and substitute the following:

SEC. 111 MEANS OF APPEAL.

SEC. 111.1 Any person directly affected by a decision of the Code Official or a Notice or Order issued under this Property Maintenance Code shall have the right to appeal to the Property Maintenance Board of Review as provided in Section 1000 of this Chapter.

SEC. 308.0 RUBBISH AND GARBAGE

The following section shall be added:

SEC. 308.4 APPROVED REFUSE CONTAINER.

- (1) A can made of galvanized iron or lined with galvanized iron, of not more than thirty/thirty-three (30-33) gallon capacity, which is watertight, has a tight fitting cover and two (2) handles; or
- (2) a heavy duty durable plastic container of not more than thirty/thirty-three (30-33) gallon capacity, which is watertight, has a tight fitting cover and has two (2) handles; or
- (3) plastic refuse bags meeting specifications established by the Director of Public Service and approved by the City Manager.
- (4) Wheeled garbage carts issued exclusively by the City through the Department of Public Works or its designee or vendor as provided in Chapter 21 of the Bloomington City Code.

SEC. 404.0 LIGHT, VENTILATIONS AND OCCUPANCY LIMITATIONS.

The following section shall be added:

SEC. 404.5 OVERCROWDING.

~~Dwelling units shall not be occupied by more occupants than permitted by the minimum area requirements of Table 404.5.~~

SPACE	Minimum area in square feet		
	1-2 occupants	3-5 Occupants	6 or more occupants
Living Room <sup>a, b</sup>	No requirements	120	150
Dining Room <sup>a, b</sup>	No requirements	80	100
Bedrooms	Shall comply with Section 404.4		

- ~~a. See section 404.5.2 for combined living room/dining room spaces.~~
- ~~b. See section 404.5.1 for limitations on determining the minimum occupancy area for sleeping purposes.~~

~~SEC. 404.5.1 SLEEPING AREA.~~

~~The minimum occupancy area required by Table 404.5 shall not be included as a sleeping area in determining the minimum occupancy area for sleeping purposes. All sleeping areas shall comply with Section 404.4~~

~~SEC. 404.5.2 COMBINE SPACES.~~

~~Combined living room and dining room spaces shall comply with the requirements of Table 404.5 if the total area is equal to that required for separate rooms and if the space is located so as to function as a combination living room/dining room.~~

Delete Section 506.3 Grease interceptors.

SECTION 3. That except as provided herein, the Bloomington City Code, as amended, shall remain in full force and effect.

SECTION 4. The City Clerk shall be, and she is hereby directed and authorized to publish this Ordinance in pamphlet form 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.

SECTION 6. This Ordinance shall take effect ten (10) days after passage and approval.

PASSED this 10<sup>th</sup> day of March, 2014.

APPROVED this \_\_\_ day of March, 2014.

APPROVED:

Tari Renner  
Mayor

ATTEST:

Tracey Covert  
City Clerk



FOR COUNCIL: March 10, 2014

**SUBJECT:** Public Hearing for Approval and Authorization to submit the Community Development Block Grant (CDBG) Program Year 2014 - 15 Application and Action Plan

**RECOMMENDATION/MOTION:** That the submission of the 2014 - 15 CDBG Action Plan to the Department of Housing and Urban Development (HUD) be approved and the Resolution be adopted.

**STRATEGIC PLAN LINK:** Goal 2. Upgrading City infrastructure and facilities, and Goal 4. Strong neighborhoods.

**STRATEGIC PLAN SIGNIFICANCE:** The Code Enforcement Division and CDBG funding impacts all of the objectives listed under the strong neighborhoods goal. Demolishing vacant deteriorated structures discourages crime and preserves property values. Providing vacant lots for new home construction; funds for housing rehabilitation and transitional housing upgrades quality of older housing stock, preserves properties and encourages partnerships with residents and neighborhood associations.

Additionally, CDBG funds provide new sewer/water services; better quality of roads and sidewalks which all contribute towards the objectives upgrading City infrastructure.

**BACKGROUND:** On May 1, 2014, the Community Development Division will begin its Fiscal Year 40 (FY 2014 - 2015). For the past thirty-nine (39) years, the City has applied for funding under the federal CDBG Program through HUD. Since February 14, 2014, a draft of the Action Plan Executive Summary of proposed activities has been available for review and public comment.

HUD requires the jurisdiction to pursue the following overall goals: “Develop viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities principally for low and moderate income persons.” The expenditure of the CDBG funds must meet the needs of the community as identified in the Council and HUD approved 2010 - 2015 Consolidated Plan. Each entitlement community may choose from a variety of eligible activities to meet the identified needs designated in the Consolidated Plan:

- Acquisition/Disposition of Property
- Public Facilities and Improvements
- Demolition
- Public Services
- Rehabilitation
- Code Enforcement
- Economic Development Activities

- Homeownership Assistance
- Relocation
- Planning and Administration

A draft summary of the 2014 - 2015 Proposed CDBG Activities as part of the Action Plan, (i.e. Budget), for Fiscal Year 40, 2014 - 2015, has been provided for review. Also included are maps indicating where division activities have taken place in the last year. Low/moderate income area encompasses a portion of five (5) different wards. In addition, projects have taken place in the remaining four (4) wards due to income eligibility. Division activities impacted the entire community, not just specific neighborhoods.

Staff recommends that Council approve the Resolution authorizing the filing of the CDBG Application for 2014 – 15, and approve the proposed budget and activities listed in the 2014 - 15 Action Plan.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Copies of the draft Action Plan Executive Summary and notification of the March 10, 2014 Public Hearing were made available for public viewing on the City’s web site, at the City Clerk’s Office, the Planning and Code Enforcement Office and the Bloomington Public Library.

The public notice and proposed activity list were mailed to over fifty (50) local churches and neighborhood associations located in the low/moderate income areas of the community.

In addition, notification of the availability of the draft Action Plan Executive Summary and March 10, 2014 Public Hearing was published in the February 15, 2014 Pantagraph. PATH also sent out the notice February 17, 2014 to over 1,000 individuals and/or local agencies.

**FINANCIAL IMPACT:** Delay or lack of approval would result in the loss of approximately \$600,000 in federal grant funds used for several programs benefiting low to moderate income families within the City.

Respectfully submitted for Council consideration.

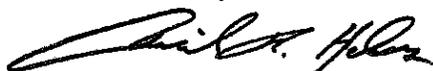
Prepared by: Sharon Walker, Code Enforcement Division Manager

Reviewed by: Frank Koehler, PACE Interim Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Jeff Jurgens, Interim Corporation Counsel

Recommended by:



David A. Hales  
City Manager

- Attachments:** Attachment 1. Resolution  
 Attachment 2. Action Plan  
 Attachment 3. Proposed Projects  
 Attachment 4. Funding by Ward Map
- 

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

**RESOLUTION NO. 2014 -**

**RESOLUTION AUTHORIZING THE FILING OF A COMMUNITY DEVELOPMENT  
PROGRAM APPLICATION FOR PROGRAM YEAR FORTY (40)  
(May 1, 2014-April 30, 2015)**

WHEREAS, it is necessary and in the public interest that the City of Bloomington, otherwise known as the Local Public Agency, avail itself of the financial assistance provided by Title I of the Housing and Community Development Act of 1987, to continue a Community Development Program.

WHEREAS, it is necessary for the Local Public Agency to certify that it will carry out the provisions of the Housing and Community Development Act of 1974, regulations.

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

That an application on behalf of the City of Bloomington for a grant under said Title I in the amount of \$590,000 (estimated) as the full amount available for undertaking and financing the fortieth (40<sup>th</sup>) increment of such program is hereby approved, and

1. The City Manager is hereby authorized and directed to execute and to file such application with the Department of Housing and Urban Development; to act as the certifying officer and assure the status of a responsible Federal Official under the National Environmental Protection Act of 1969; to act as the assuring officer for the City of Bloomington that the Local Public Agency shall comply with those items listed on HUD application forms.
2. The Counsel for the Code Enforcement Division is hereby authorized and directed to file legal certification.
3. The Director of Planning and Code Enforcement, Code Enforcement Division, or his designee, is hereby authorized and directed to provide such additional information and to furnish such documents as may be required on behalf of the Department of Housing and Urban Development, and to act as the authorized correspondent of the City of Bloomington.
4. The City Clerk is hereby authorized and directed to certify such documents as needed by the Department of Housing and Urban Development on behalf of the City of Bloomington.

ADOPTED this 10<sup>th</sup> day of March, 2014.

Tari Renner  
Mayor

ATTEST:

Tracey Covert  
City Clerk



# 2014-15 CDBG Action Plan

## Executive Summary for the City of Bloomington

### General Characteristics of Bloomington

The City of Bloomington encompasses 27.22 square miles of land area and is located in the heart of Illinois at the intersection of Interstates 39, 55 and 74; just a few hours from Chicago, St. Louis and Indianapolis. Bloomington is serviced by two major railroad lines and Amtrak, as well as air transportation at the Central Illinois Regional Airport, one of the fastest growing airports in the country, which services commuter, corporate, and private aircraft. In addition, Bloomington is located within McLean County, which is one of the most productive agricultural areas in the nation.

Due to Bloomington being adjacent to the Town of Normal, it is considered a “twin city” with the Town of Normal (*pop.* 52,497). It provides for a very diverse and well-balanced economy. In addition to the major manufacturers and industries, there are two universities, two community colleges, two hospitals, a convention center, one indoor mall, one outdoor mall, and many banks and Savings & Loan Associations located within the community. The City of Bloomington is one of the fastest growing metropolitan areas in Illinois.

Even though our community boasts of prosperity and amenities, we still have our share of low to moderate income households within the City of Bloomington. It is this population that we are regulated to serve. The table below details just a few of the demographic characteristics of the City of Bloomington. It compares and contrasts the 2000 U.S. Census Data with the 2012 American Community Survey (ACS) estimates.

BLOOMINGTON, IL	2000 CENSUS DATA	2012 ACS ESTIMATES
POPULATION	65,279	77,733
TOTAL HOUSEHOLDS	26,642	30,580
AVG. HOUSEHOLD SIZE	3.04	2.43
% BELOW POVERTY	8%	11%
% OF MINORITIES	15%	25.4%
HOMEOWNER RATE	63%	63.9%

*Please note: Low and moderate income survey data (LMISD) for 2010 Census has not been made available to Grantees yet. HUD has directed us to continue to use 2000 census data until 2010 data becomes available.*

This document represents a plan for the use of the Federal Community Development Block Grant (CDBG) funds to address housing and development needs of the low to moderate income citizens within the City of Bloomington corporate limits for the period covering May 1, 2014 through April 30, 2015. Projects / activities proposed are consistent with the needs identified in the City's 2010 Five Year Consolidated Plan. The City will also continue to apply for and administer federal Supportive Housing Funds (SHP) for the provision of services to the homeless through the McLean County Continuum of Care consortium. In addition, the City has submitted an application to the State of Illinois, seeking \$75,000 in funding from the Illinois Housing Development Authority (IHDA) for the purpose of addressing abandoned properties within the community. Funding announcements on the IHDA grant are expected to be made by June, 2014.

The following are the proposed CDBG projects / activities for 2014-2015:

**Objective: Available/Accessible**

**Outcome: Decent Housing**

(1) Deteriorated Housing: Preservation of housing stock - the City intends to provide Community Development Block Grant funds for rehabilitation loans to single-family owner-occupied income eligible households. (\$102,320 has been budgeted - Approximately 10 households will be assisted.)

**Objective: Available/Accessible**

**Outcome: Decent Housing**

(2) Deteriorated Housing: Preservation of housing stock - the City intends to provide Community Development Block Grant funds for rehabilitation loans to single-family owner-occupied income eligible households for the purpose of providing individual sewer connections in conjunction with the Engineering's sewer project on 500-600 blocks of East Jackson Street. (\$100,000 has been budgeted - Approximately 10 households may be assisted.)

**Objective: Available/Accessible**

**Outcome: Suitable Living Environment**

(3) Accessibility Needs: Single family dwelling accessibility - the City intends to provide accessibility modifications to single family dwellings for people with disabilities in conjunction with AMBUCS, a non-profit entity. (This is part of the Rehabilitation Program identified above. \$5,000 has been budgeted - Approximately 3 households will be assisted.)

Service delivery costs for administering the about two programs are included in the budget, in the amount of \$9,000.

Total Budgeted for activities (1), (2) and (3): **\$216,320**

**Objective: Available/Accessible**  
**Outcome: Decent Housing**

(4) Housing Rehabilitation Grant for West Bloomington Revitalization Project (WBRP) Façade Program: Minor exterior and porch repairs in the WBRP target area. Matching funds are to be provided by PNC Bank. Estimated to assist 5-8 households.

Total Budgeted: **\$10,000**

(5) WBRP Tool Library Grant: The Tool Library is a free tool lending program designed to empower homeowners through home repair, located within the West Bloomington Revitalization Project area administered primarily by volunteers. Grant for the purchase of tools, workshops and program related expenses.

Total Budgeted: **\$5,000**

**Objective: Available/Accessible**  
**Outcome: Decent Housing**

(6) Public Improvements: CDBG funds for curb and gutter replacement within the Low / Moderate Income boundary area – on Howard Street between Mulberry and Washington Streets. This project is conjunction with Engineering’s street resurfacing project which is part of the \$10 million bond approved by Council.

Total Budgeted: **\$140,000**

**Objective: Sustainability**  
**Outcome: Suitable Living Environment**

(7) Code Enforcement: Elimination of the slum and blight of deteriorated structures. The City intends to provide funding for clearance and demolition of approximately 6 deteriorated house / buildings and / or accessory structures. If lots are buildable, they will be donated to Habitat for Humanity for the new construction of affordable housing. CDBG funded demolitions within the West Bloomington targeted area, are in conjunction with the grant that Mid Central Community Action (MCCA) received in 2013 from the Attorney General’s Office for the West Bloomington Housing Coalition project. The City, Habitat and MCCA are partners in this endeavor.

Total Budgeted: **\$150,000**

**Objective: Available/Accessible**  
**Outcome: Suitable Living Environment**

(8) Continuum of Care: The City serves as Grant Administrator for the McLean County Continuum of Care – a HUD funded grant program to aid in the prevention of homelessness and provide services for the homeless. CDBG funds are provided to PATH as match or leverage for two Supportive Housing Program (SHP) funded positions - the Housing and Benefits Specialist and the Homeless Outreach Worker, are both provided by PATH.

Total Budgeted: **\$23,680**

**Objective: Available/Accessible**  
**Outcome: Suitable Living Environment**

(9) Emergency grant payments: payments, not to exceed 3 consecutive months, for items such as food, clothing, housing (rent or mortgage), utilities, emergency shelter or repairs. Payments will be made to the provider of such items or services on behalf of an individual or family. In addition, we have also included funds to provide services for properties / households with “hoarding” issues.

Total Budgeted: **\$20,000**

**Objective: Available/Accessible**  
**Outcome: Suitable Living Environment**

(10) Public Service: The City will be providing funds for the Peace Meals senior nutrition program for Bloomington residents.

Total Budgeted: **\$20,000**

**Objective: Available/Accessible**  
**Outcome: Creating Economic Opportunity**

(11) Public Service: The City will be providing Job and Life Skills Training for Bloomington Public Housing residents; to assist in meeting Section 3 requirements.

Total Budgeted: **\$10,000**

**Objective: Sustainability**  
**Outcome: Suitable Living Environment**

(12) Public Service: Labyrinth Group – Provide counseling services for recently paroled women in their new facility located at 612, 614 and 616 W. Monroe

Total Budgeted: **\$9,395**

**Objective: Program Operation**  
**Outcome: Program Completion and Compliance**

(14) Overall Program Administration – supplies, professional services, training. Please note that CDBG staff salaries / benefits are paid out of City General Fund Code Enforcement Division budget, in order to provide more grant dollars for projects / activities.

Total Budgeted: **\$15,605**

**Evaluation of Past Performance:**

As with most communities, needs are always greater than funding sources received. We continue to collaborate with other local agencies, forming partnerships to leverage our dollars and attempt to address some of the most critical needs of the community.

This will be the 8th year that the City of Bloomington will use City General Funds to fund Code Enforcement, an activity that had been previously funded by CDBG monies for over thirty years. This switch in funding, not only allows for increased CDBG monies for other community needs; it also allows the Code Enforcement officers to serve the entire community as opposed to limiting their response to within the City's low/mod and/or designated slum/blight areas.

In addition, the administration of the Rental Registration and Inspection Program are funded with City General Funds. This enhances the effectiveness of regular code enforcement activities. Many of the "problem" properties are located in the low/mod areas and cross training between rental inspectors and code enforcement officers have brought about a more concentrated consistent effort in bringing these properties into code compliance.

By drastically reducing the amount of administrative costs within the CDBG program, we have been able to fund more activities to benefit the low / moderate income people of the community. This has been made possible by the generous leveraging of City General Fund dollars.

Affordable housing continues to be an identified priority need of the community. The economy in the recent past has made it a challenge to create and provide affordable housing opportunities. The City continues to partner with local non-profit agencies (*Habitat for Humanity, Youthbuild, Mid Central Community Action - MCCA and the West Bloomington Revitalization Project - WBRP*) to create and provide affordable housing opportunities. We are encouraged with the recent improvements in the economy and local real estate market and feel confident that this will strengthen our affordable housing collaboration goals. We plan to continue to support affordable new construction housing opportunities on a "spot" basis vs. a planned subdivision development. By continuing to partner with organizations to construct new homes on the lots of our CDBG demolished properties, we will ensure success and "one for one" replacement of affordable housing.

Therefore, the City has proposed to expend the majority of their grant funds toward Housing related projects and activities. The continuation of these programs, revitalizes and strengthens our neighborhoods enhancing the quality of life for our low / moderate income households and City as a whole.

As with many communities, there are always many more needs than funds available, especially in these lean economic times. Community Development continues to collaborate and partner with many local agencies, so that we can eliminate duplication of services and pool resources. The funds that are available through the Community Development Block Grant (CDBG) and additional State and Federally funded programs, have been expended in a variety of areas, in the hopes of meeting some of the most urgent needs of the community. We propose to assist the homeless, homeowners, seniors, youth and have replaced or rehabilitated aging public facilities and infrastructure. We hope to continue down this path of “spreading the wealth” to as many low / moderate income citizens as funds will allow.

DRAFT

**2014-15 PROPOSED CDBG PROJECTS**

01/24/2014

Rehabilitation Loans / Grants for Low and Moderate Income Households Including Service Delivery costs <i>Objective / Outcome – 2. Provide Decent Affordable Hsing. /1. Availability</i>	\$116,320
Rehabilitation Grants for Eligible Sewer Service Replacement-Jackson St. <i>Objective / Outcome – 2. Provide Decent Affordable Hsing. /1. Availability</i>	\$100,000
Rehabilitation Grant for WBRP Façade Program Matching funds from PNC – estimate to assist 10 Households <i>Objective / Outcome – 2. Provide Decent Affordable Hsing. /1. Availability</i>	\$ 10,000
Rehabilitation - WBRP Tool Library Grant <i>Objective / Outcome – 2. Provide Decent Affordable Hsing. /1. Availability</i>	\$ 5,000
Demolition of Deteriorated Structures – elimination of slum / blight <i>Objective / Outcome –1. Suitable Living Env. / 3. Sustainable</i>	\$150,000
Administration and General Management <i>(Allowed up to 20% of grant + program income)</i>	\$ 15,605
Public Services: Homeless Outreach Worker Paid to PATH as part of the Continuum of Care match money <i>Objective / Outcome – 1. Suitable Living Env. / 1. Availability-Access.</i>	\$ 14,000
Public Services: Housing and Benefits Specialist for the Homeless Paid to PATH as part of the Continuum of Care match money <i>Objective / Outcome – 1. Suitable Living Env. / 1. Availability-Access</i>	\$ 9,680
Public Services: Emergency Services Grant / Hoarding Services Paid to PATH for services to prevent homelessness of low/moderate income individuals, i.e.: housing, utilities, repairs, counseling, etc. <i>Objective / Outcome – 1. Suitable Living Env. / 1. Availability-Access</i>	\$ 20,000
Public Services: Peace Meals Senior nutrition program for Bloomington residents <i>Objective / Outcome – 1. Suitable Living Env. / 1. Availability-Access</i>	\$ 20,000
Public Services: – Section 3 Job / Life Training Section 3 participation is a HUD requirement <i>Objective / Outcome – 3. Creating Economic Opportunities / 1. Avail- Access.</i>	\$ 10,000
Public Service: Labyrinth Counseling Services for recently paroled women <i>Objective / Outcome – 1. Suitable Living Env. / 3. Sustainable</i>	\$ 9,395
Infrastructure – Howard Street Curb and Gutter from Mulberry to Washington <i>Objective / Outcome – 2. Provide Decent Affordable Hsing. /1. Availability</i>	\$140,000
<b>TOTAL</b>	<b>\$620,000</b>
Proposed Grant:	\$590,000
Projected Program Income:	\$ 30,000

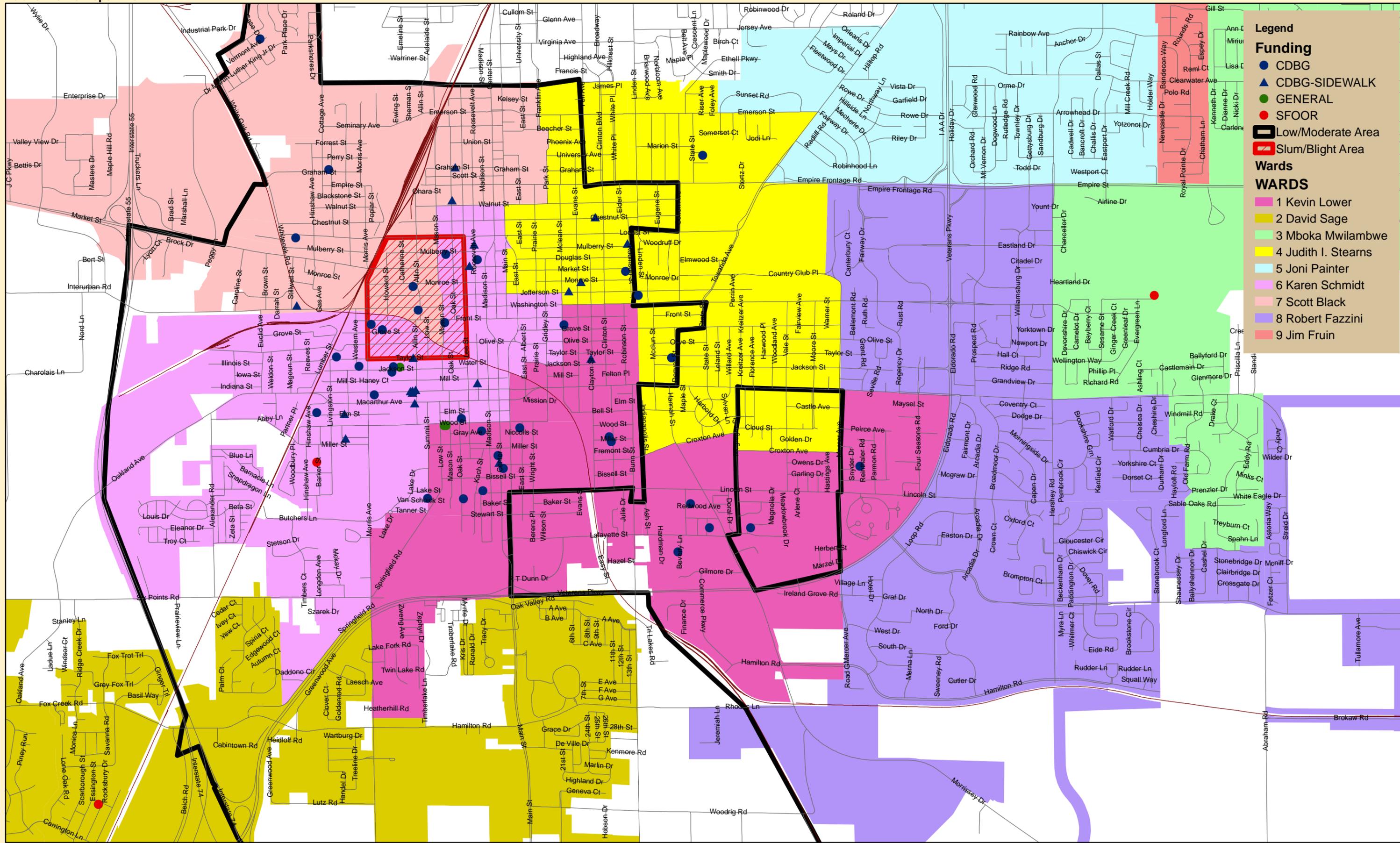
**2014-15 PROPOSED CDBG PROJECTS**  
**TOTAL: \$620,000**

01/24/2014

DRAFT



## Public Works Department



**Legend**

**Funding**

- CDBG
- ▲ CDBG-SIDEWALK
- GENERAL
- SFOOR
- ▭ Low/Moderate Area
- ▨ Slum/Blight Area

**Wards**

**WARDS**

- 1 Kevin Lower
- 2 David Sage
- 3 Mboka Mwilambwe
- 4 Judith I. Stearns
- 5 Joni Painter
- 6 Karen Schmidt
- 7 Scott Black
- 8 Robert Fazzini
- 9 Jim Fruin



FOR COUNCIL: March 10, 2014

SUBJECT: R.R. Donnelley Economic Development Incentive

**RECOMMENDATION/MOTION:** That the proposed Economic Development Incentive agreement with the Community Development Corporation for the attraction of R.R. Donnelley (RRD) in the amount of \$75,000 be approved, the Resolution adopted, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

**STRATEGIC PLAN SIGNIFICANCE:** Objective 3b. Attraction of new targeted businesses that are the “right” fit for Bloomington.

**BACKGROUND:** According to a memo from the Economic Development Council of the Bloomington-Normal Area, RR Donnelley is a Fortune 250 company. The company is a global provider of integrated communications and works collaboratively with 60,000 customers worldwide to develop custom communications solutions. As part of a strategic modernization effort from within the company, RRD is putting resources into digital materials and services, which in turn has necessitated the creation of software development hubs around the US.

RRD is interested in Bloomington-Normal because of our proximity to its headquarters and the availability of a pool of tech industry workers who are becoming difficult to find. RRD hopes to tap the talent pool of project based IT workers that has been built-up over the years in B-N as a result of existing major employers like State Farm, COUNTRY Financial and others. RRD is interested in exploring the talent resources of the B-N labor market for a year in order to see if there is sufficient local talent for major software development projects. If RRD’s pilot project in the area is a positive one, then the company will likely continue to maintain a presence in the community thereafter.

RRD will initially locate in the “Technology Center” space in STL Technology Solutions’ building in east Bloomington. This location has been chosen because it is already set up with furniture and fixtures and presents a turnkey opportunity to get the project underway quickly. If the project does expand beyond the initial scope of the pilot, RRD will need to build or lease a larger, more permanent facility likely within the next two (2) years. Initially, the company will be hiring a minimum of fifty (50) full-time positions, with the potential to expand beyond the initial hires in subsequent years. These jobs are high tech occupations with average annual wages above \$50,000 – far higher than the average per-capita wage rate in McLean County (\$28,167). The economic impact of these jobs on the broader McLean County economy will be substantial. Furthermore, this project will fortify our economy’s tech sector helping to keep B-N as a viable destination for tech talent into the future.

Because RRD will not immediately be constructing or improving a building, our traditional real estate based incentives of Enterprise Zone and property tax abatement will be of no use to this project. Instead, the EDC is asking the City and Normal to consider offering a startup grant that would defray the pilot project's costs for the first year. The request is for both Bloomington and Normal to each provide \$75,000 in grant funding. STL is also going to be incentivizing RRD by offering its Technology Center space and certain other facility based expenses at below market costs. The combined effect of the municipal and STL incentives will make RRD's decision to explore the B-N market an easy one to make.

The STL Technology Center is an 8,200 square foot ready to occupy facility in east Bloomington. The proposed incentives will be used towards the facility costs for the project which include rent, refit expenses such as cabling, security doors, road signage, CIRBN broadband and computer network items.

As proposed, this incentive carries more risk compared to other deals the EDC has brought forth in the past. RRD is not making any commitment to B-N for the long-term as of now. This project as presented is a pilot to see if there is sufficient talent in the local workforce to sustain multiple software development projects. If the pilot project goes well (as we anticipate) then RRD in all likelihood will choose to remain in the community for the long-term.

Though there is risk in approving this incentive, the rewards for this project would be substantial to the community. This is a rare opportunity to attract a Fortune 250 company to B-N, and diversify our employment base beyond our existing large employers. Using the minimum employment figure of fifty (50) jobs, this incentive is still very cheap compared to global incentive averages. At just \$3,000 per job, the proposed incentive is well below the global incentive average of \$69,152 per job (Investment Consulting Associates). And, if the project does indeed expand beyond the initial fifty (50) job minimum, then that incentive per job figure will only be further reduced.

EDC proposes that the grant be paid on a quarterly basis. If RRD decides to leave B-N at any time prior to the end of the twelve (12) month agreement, then the remaining balance of the grant will be withheld.

While this incentive request may seem unorthodox at first glance, the EDC strongly encourages your support. This is a major opportunity to grow and diversify our local economy. The fact that we are going beyond our established incentive toolset to assist this project demonstrates that Bloomington-Normal is responsive to the needs of businesses and can innovate in the economic development sphere.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Economic Development Council of the Bloomington-Normal Area, STL Technology Solutions, Town of Normal.

**FINANCIAL IMPACT:** This incentive is included in the Economic Development proposed FY 2015 Budget under rebates (10019170 - 79070) if approved by City Council. For Stakeholders, this can be located in the FY 2015 Proposed Budget Book titled “Budget Overview & General Fund” on page 319.

Respectfully submitted for Council consideration.

Prepared by: Justine Robinson, Economic Development Coordinator  
Carla A. Murillo, Budget Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Jeff Jurgens, Interim Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:** Attachment 1. Agreement  
Attachment 2. Resolution

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

ECONOMIC INCENTIVE AGREEMENT FOR RR DONNELLY & SONS COMPANY

THIS AGREEMENT IS ENTERED INTO THIS \_\_\_\_ DAY OF MARCH 2014 BY AND BETWEEN THE CITY OF BLOOMINGTON, ILLINOIS, THE TOWN OF NORMAL, ILLINOIS, R.R. DONNELLY & SONS COMPANY A DELAWARE CORPORATION WITH CORPORATE OFFICES AT 111 SOUTH WACKER DRIVE CHICAGO ILLINOIS, STL TECHNOLOGY SOLUTIONS INC. AN ILLINOIS CORPORATION, NORMAN LEASING LLC AN ILLINOIS LIMITED LIABILITY CORPORATION WITH OFFICES AT 501 SOUTH TOWANDA BARNES ROAD, BLOOMINGTON ILLINOIS, THE ECONOMIC DEVELOPMENT COUNCIL OF THE BLOOMINGTON-NORMAL AREA AND COMMUNITY DEVELOPMENT CORPORATION OF THE BLOOMINGTON-NORMAL AREA

WHEREAS, the City of Bloomington and the Town of Normal are home rule units of local government with authority to legislate in matters concerning their local government and affairs; and

WHEREAS, pursuant to the Illinois Municipal Code the City of Bloomington and Town of Normal also have authority to enter into economic incentive agreements; and

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/8-1-2.5, provides the corporate authorities of a municipality may appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to any other governmental entity or commercial enterprise that are deemed necessary or desirable for the promotion of economic development within the municipality; and

WHEREAS, R.R. Donnelly, a Fortune 500 company, is interested in locating a “Technology Center” in the City of Bloomington, and hire within a two-year period, 50 full-time computer programmers, with the potential to hire as many as 200; and

WHEREAS, R.R. Donnelly is looking at leasing space in the STL Technology Solutions’ building, owned and operated by Norman Leasing LLC, in the City of Bloomington and thereafter building or leasing a larger, more permanent facility, within the next two years; and

WHEREAS, Norman Leasing LLC, is agreeable to providing the space at below-market costs and is offering other incentives to R.R. Donnelly to assist the company’s initial location at the STL Technology Solutions building; and

WHEREAS, the Bloomington-Normal Economic Development Council is seeking to secure a one-time rent subsidy to assist with the recruitment of R.R. Donnelly to the area to assist in reducing the first year start-up costs of the project, including a \$75,000 contribution each from the City of Bloomington and Town of Normal; and

WHEREAS, the parties will utilize the Community Development Corporation of the Bloomington-Normal Area to collect the payments from the City and Town and to thereafter pay Norman Leasing LLC; and

WHEREAS, subject to receiving the financial incentives described above, R.R. Donnelly has indicated a willingness to locate a Technology Center in the City; and

WHEREAS, the development of the Technology Center in the City of Bloomington will create job opportunities within the City and provide an economic stimulus for neighboring properties and otherwise stabilize the property tax base for the City; and

WHEREAS, it is in the best interests of the health, safety and welfare of the citizens of Bloomington and Normal to enter into an Economic Incentive Agreement with R.R. Donnelly, the Town of Normal, Norman Leasing LLC, and the Bloomington-Normal Economic Development Council and for the City and Town to offer the financial incentive set forth above to assist with the recruitment of a major new employer to the City.

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN THE PARTIES AGREE AS FOLLOWS:

1. Subject to the conditions provided herein the Town of Normal and the City of Bloomington each agree to grant the Community Development Corporation of the Bloomington-Normal Area seventy-five thousand dollars (\$75,000.00) for the purpose of providing a one year rent subsidy to Norman Leasing LLC for the location and operation of a Technology Center by R.R. Donnelley & Sons Company in STL Technology offices located at 501 South Towanda Barnes Road Bloomington Illinois.

2. City and Town will remit one-fourth of the grant funds (\$18,750 each) to Community Development Corporation of the Bloomington-Normal Area on a quarterly basis.

3. Subject to the conditions provided herein, Community Development Corporation of the Bloomington-Normal Area will disburse grant funds to Norman Leasing LLC on a quarterly basis beginning on the first day of the fourth month of the one year lease agreement between Norman Leasing LLC and R.R. Donnelley & Sons.

4. The conditions of the grant are as follows:

a. R. R. Donnelley & Sons Company will lease approximately 8,200 square feet of office space at STL Technology Center offices at 501 South Towanda Barnes Road Bloomington Illinois from Norman Leasing LLC (Lease). Such lease will be for a minimum period of one year and the terms and conditions of such lease shall be subject to approval by the McLean County Economic Development Council, which approval shall not be unreasonably withheld. Norman Leasing LLC represents that the lease will be provided to R.R. Donnelley & Sons at a below market rate in order to assist R.R. Donnelley & Sons in locating and operating a Technology Center in Bloomington.

b. R. R. Donnelley & Sons will, within 24 months of the beginning date of the Lease, employ no fewer than fifty (50) employees at the Technology Center. The jobs will be full-time computer programming or other full-time high tech jobs with an average annual

wage above fifty thousand dollars (\$50,000). R. R. Donnelley agrees to provide monthly payroll information to McLean County Economic Development Council verifying employment and average annual salary amounts for employees working at the leased facility.

c. R. R. Donnelley & Sons and Norman Leasing LLC shall comply with all laws applicable to operation of the Technology Center and specifically agree to not unlawfully discriminate against any person. As used herein applicable law includes but is not limited to all statutes, acts, ordinances, rules, regulations, permits, licenses, authorizations, directives, orders and requirements of all Governmental Authorities as may be applicable to the construction, maintenance, use and operation of the Technology Center including those relating to employees, zoning, building, health, safety, Hazardous Materials, and accessibility of facilities.

d. During the term of this agreement R.R. Donnelley & Sons and Norman Leasing LLC shall, upon request of McLean County Economic Development Council, promptly submit to MCEDC any and all documentation reasonably requested relating to employment and leasing matters, including financial reports and information determined necessary by MCEDC in order to monitor compliance with the terms of this agreement.

e. During the term of this agreement neither R. R. Donnelley & Sons, nor Norman Leasing LLC shall seek an abatement of real estate taxes assessed against the property used for the Technology Center at 501 South Towanda Barnes Road Bloomington. In the event either party seeks a reduction in property taxes assessed against the Technology Center property, the party seeking such reduction shall provide notice to MCEDC of such application within ten days of filing an application or objection with McLean County or the City of Bloomington Township.

f. In the event R. R. Donnelley fails to comply with the above conditions the grant will be stopped and R. R. Donnelley will repay to the Town and City all grant funds disbursed under the terms of this Agreement. no further disbursements shall be made by Community Development Corporation of the Bloomington-Normal Area to Norman Leasing LLC during such period of non-compliance.

5. R. R. Donnelley & Sons, Norman Leasing LLC, MCEDC and Community Development Corporation of the Bloomington-Normal Area, severally agree to indemnify and save harmless the Town of Normal and City of Bloomington and their officers and employees against all claims by or on behalf of any person, firm or corporation arising from any breach or default in the performance of any of their several obligations under or in respect of this agreement, any act of negligence or willful or wanton misconduct or any violation of applicable law.

6. R. R. Donnelley & Sons, and Norman Leasing LLC each waive any and all claims against the Town of Normal, City of Bloomington, MCEDC and Community Development Corporation of the Bloomington-Normal Area and their officers and employees, based in whole or in part on any decision to suspend or terminate any quarterly grant payment due to non-compliance with the terms of this agreement.

7. Termination by Town and City. In the event R. R. Donnelley & Sons or Norman Leasing LLC fail to comply with the terms of this agreement, Town and City have the right, upon ten days prior written notice to terminate this agreement and seek recovery in law or equity of any and all grant funds expended under this agreement.

8. Termination by R. R. Donnelley & Sons and Norman Leasing LLC. In the event Town or City fail to comply with the terms of this agreement, R. R. Donnelley & Sons and Norman Leasing LLC shall have the right, upon ten days prior written notice and 30 days opportunity to cure, to terminate this agreement and seek remedies provided by law, subject to the waiver of claims set forth in paragraph 6 above, which shall survive termination.

9. The parties represent that they each have the power and authority to enter into this agreement and the person executing the agreement on their behalf has been duly authorized to execute, deliver and perform this agreement.

10. The term of this agreement shall run from execution until the later of a) expiration of a 24-month period from the date of occupancy under the terms of the Lease, or b) resolution of any audit or claim under the terms of this agreement.

11. City and Town shall have the right to audit the books and records of the parties to this agreement to determine compliance with the terms of this agreement and proper application of grant funds hereunder.

12. The terms and conditions set forth in this agreement supersede all prior oral and written understandings and constitute the entire agreement between the parties with respect to the subject matter hereof.

13. This agreement shall be binding upon all the parties hereto and their respective heirs, successors, assigns or other successors in interest.

14. This agreement shall not be assigned without the express written consent of all the parties.

15. If any provision of this agreement is held to be invalid, the remainder of this agreement shall not be affected thereby.

16. This agreement shall be for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this agreement.

17. This agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than those of the State of Illinois.

18. This agreement may only be amended in writing signed by each party hereto.

19. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising any rights, remedy, power or privilege arising from this agreement shall operate or be construed as a waiver.

20. R. R. Donnelley & Sons and Norman Leasing LLC each jointly and severally certify the representations set forth in Exhibit A attached hereto and incorporated herein are true and correct and form an essential part of this agreement.

21. This agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or electronically by PDF document and any such signature shall have the same legal effect as an original.

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

City of Bloomington, Illinois

Town of Normal, Illinois

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

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

Attest:

Attest:

\_\_\_\_\_  
Its \_\_\_\_\_

\_\_\_\_\_  
Its \_\_\_\_\_

R. R. Donnelley & Sons Company

STL Technology Solutions, Inc.

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

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

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

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

Norman Leasing LLC

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

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

Economic Development Council of  
the Bloomington-Normal Area

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

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

Community Development Corporation  
of the Bloomington-Normal Area

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

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

**RESOLUTION NO. 2014 - \_\_\_\_**

**A RESOLUTION AUTHORIZING EXECUTION OF AN ECONOMIC INCENTIVE AGREEMENT BY THE CITY OF BLOOMINGTON WITH R.R. DONNELLEY, THE TOWN OF NORMAL, NORMAN LEASING LLC, THE BLOOMINGTON-NORMAL ECONOMIC DEVELOPMENT COUNCIL, AND THE COMMUNITY DEVELOPMENT CORPORATION OF THE BLOOMINGTON-NORMAL AREA**

WHEREAS, the City of Bloomington is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, pursuant to the Illinois Municipal Code the City of Bloomington also has authority to enter into economic incentive agreements; and

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/8-1-2.5, provides the corporate authorities of the City may appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to any other governmental entity or commercial enterprise that are deemed necessary or desirable for the promotion of economic development within the municipality; and

WHEREAS, R.R. Donnelley, a Fortune 500 company, is interested in locating a “Technology Center” in the City of Bloomington, with an initial hiring estimate of 50 full-time computer programmers, with the potential to hire as many as 200 by the second year of operation; and

WHEREAS, R.R. Donnelley is looking at leasing space in the STL Technology Solutions’ building, owned and operated by Norman Leasing LLC, in the City of Bloomington and thereafter building or leasing a larger, more permanent facility, within the next two years; and

WHEREAS, Norman Leasing LLC, is agreeable to providing the space at below-market costs and other incentives to R.R. Donnelley to assist the company’s initial location at the STL Technology Solutions building; and

WHEREAS, the Bloomington-Normal Economic Development Council is seeking to secure a one-time start up incentive to assist with the recruitment of R.R. Donnelley to the area to assist in reducing the first year start-up costs of the project, including a \$75,000.00 contribution each from the City of Bloomington and Town of Normal; and

WHEREAS, the parties will utilize the Community Development Corporation of the Bloomington-Normal Area to collect the payments from the City and Town and to thereafter pay Norman Leasing LLC; and

WHEREAS, subject to receiving the financial incentives described above, R.R. Donnelley has indicated a willingness to locate a Technology Center in the City; and

WHEREAS, the development of the Technology Center in the City of Bloomington will create job opportunities within the City and provide an economic stimulus for neighboring properties and otherwise stabilize the property tax base for the City; and

WHEREAS, it is in the best interests of the health, safety and welfare of the citizens of Bloomington to enter into an Economic Incentive Agreement with R.R. Donnelley, the Town of Normal, Norman Leasing LLC, and the Bloomington-Normal Economic Development Council and for the City to offer the financial incentive set forth above to assist with the recruitment of a major new employer to the City.

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

SECTION ONE: That the Mayor be and he is hereby authorized to execute for and on behalf of the City of Bloomington, an Economic Incentive Agreement with R.R. Donnelley, the Town of Normal, Norman Leasing LLC, the Bloomington-Normal Economic Development Council, and the Community Development Corporation of the Bloomington-Normal Area, a copy of said Agreement is marked as Exhibit A, attached hereto and incorporated herein by reference.

SECTION TWO: That the City Clerk be and she is hereby authorized and directed to attest the signature of the Mayor on said Agreement and retain an original in her office for public inspection.

ADOPTED this \_\_\_\_ day of March, 2014.

APPROVED this \_\_\_\_\_ day of March, 2014.

APPROVED:

Tari Renner  
Mayor

ATTEST:

Tracey Covert  
City Clerk



FOR COUNCIL: March 10, 2014

**SUBJECT:** Professional Engineering Services Agreement with Alfred Benesch & Company for the Design of Fox Creek Road Bridge and Road Improvements: Danbury Drive to Beich Road, RFQ No. 2014 - 24 (Ward 2).

**RECOMMENDATION/MOTION:** That the Agreement for the Design of Fox Creek Road Bridge and Road Improvements: Danbury Drive to Beich Road with Alfred Benesch & Company, in the amount of \$477,504.35 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.

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

**STRATEGIC PLAN SIGNIFICANCE:** Objective 2a. Better quality roads and sidewalks, and 5a. Well planned City with necessary services and infrastructure.

**BACKGROUND:** In January of 2013, the resubmitted an application to the Illinois Commerce Commission (ICC) for Grade Crossing Protection funding for the Fox Creek Road Bridge over the Union Pacific Railroad (UPRR). In April of 2013, the ICC notified the City that the Fox Creek Road Bridge over the UPRR was selected for inclusion in the Commission's Crossing Safety Improvement Program 5-Year Plan (Plan) for Fiscal Years 2014-2018. Projects selected for the Plan typically qualify for 60% funding from the Grade Crossing Protection Fund. The bridge is currently programmed in the ICC's Fiscal Year 2018.

The existing 30 year old bridge and adjacent roadway sections are the last remaining two lane sections on the west end of the City's Hamilton / Fox Creek Rd. southern corridor. Because of the existing bridge configuration, the railroad tracks are currently a barrier to pedestrians wishing to access local schools and parks in the area. The lack of a safe pedestrian and bicycle crossing at this location presents a noted safety concern with students crossing on the narrow bridge shoulders. There are no other railroad-pedestrian crossing options available in the vicinity. Three (3) elementary schools in the vicinity of this project will be served by the addition of bike trail and sidewalk to the new bridge including Fox Creek Elementary, Pepper Ridge Elementary and Trinity Lutheran School.

On May 13, 2013, Council authorized staff to move forward with project planning activities. The first step in this process is to select an engineering firm to design the improvements. This project will fund the design work necessary to replace the existing bridge over the UPRR and the adjacent roadway sections. The agreement with Alfred Benesch & Company provides for surveying the existing site, obtaining needed geotechnical information, facilitating public comment and input, performing an alternatives analysis, coordinating with the ICC and UPRR, and development of construction plans and specifications for both the bridge and roadway improvements.

Alfred Benesch & Company was selected using the Professional Services Quality Based Selection Process. This process involved:

- (1) Sending out Request for Qualifications (RFQ) specific to the project,
- (2) Reviewing the submitted Statement of Qualifications based on the criteria outlined in the RFQ and narrowing the thirteen (13) submittals down to three consultants,
- (3) Interviewing these three consultants, and
- (4) Selecting a top consultant and negotiating a fee with them.

These four (4) tasks are often referred to as a two-step professional services selection process. The City's procurement agent reviewed this process and confirmed that the procedure was performed in accordance with applicable standards.

A list of the engineering firms that submitted Statements of Qualifications and the three (3) engineering firms that were selected for interviews are attached. Alfred Benesch & Company was selected as the best firm to perform the Fox Creek Road Bridge & Road Improvements design because of their experience with railroad grade separations and their record of successful projects which utilized Grade Crossing Protection Funds through the ICC petitioning process.

In accordance with The Brooks Act - Federal Government Selection of Architects and Engineers (Public Law 92-582), the Illinois Local Government Professional Services Selection Act (50 ILCS 510) and the Architectural, Engineering, and Land Surveying Qualifications Based Selection Act (30 ILCS 535), the Quality Based Selection Process must be followed if federal or state grants, loans or any other federal or state monies are used to fund any portion of the project.

Under the proposed professional engineering services agreement, the selected engineering firm will be performing analysis, completing studies and preparing design plans and specifications. Dependent upon City staffing levels and availability, there is potential to utilize the selected engineering firm to perform construction observation and inspection. If required, an amendment to the agreement for this future work will be created and submitted to Council for approval at that time. This phased approach lets staff determine work load at the time of construction and more accurately determine outside assistance requirements. The contract amount included in the Professional Engineering Services Contract will be a not-to-exceed amount. The final overall rates and fees proposed by Alfred Benesch & Company are fair, appropriate and competitive for the scope of work included.

The estimated construction cost to replace the Fox Creek Rd. Bridge over the UPRR, is \$3,532,000. It is anticipated that 60% of the bridge costs will qualify for reimbursement from the Grade Crossing Protection Fund. The current ICC Crossing Safety Improvement Program 5-Year Plan shows project construction beginning in FY 2018. The estimated construction cost to the City for rebuilding Fox Creek Rd. from Danbury Dr. east to the UPRR Bridge is \$1,850,000. The projects are shown in the City's 5-year capital budget for construction in FY 2016; however, the project timelines will be adjusted to match the ICC's funding availability.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** ICC Commission – Rail Safety Section, Union Pacific Railroad, Unit 5, State Farm, Snyder Development.

**FINANCIAL IMPACT** The FY 2014 Budget appropriates \$250,000 for design of the Fox Creek Rd. Bridge over the UPRR in line item 20300300-70050 and \$130,000 for design of Fox Creek Rd. from Danbury to the UPRR Bridge in line item 20300300-70050. Stakeholders may locate these items in the FY 2014 Budget book titled “Other Funds & Capital Improvement Program” on Page 10. The design expense over the budgeted amounts is attributable to the expansion of the project scope to include additional work on Fox Creek Rd., including widening for turn lanes and traffic signals at Danbury Dr., the inclusion of additional environmental assessments required for use of MFT funding and the addition of a public design input phase. Sufficient MFT funds are budgeted in other MFT accounts in FY 2014 that will not be used and are available to cover the additional costs.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, PE, CFM, Director of Public Works

Reviewed by: Barbara J. Adkins, Deputy City Manager  
Jon Johnston, Procurement Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Carla A. Murillo, Budget Manager

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

Recommended by:



David A. Hales  
City Manager

**Attachments:** Attachment 1. Photos  
Attachment 2. Agreement  
Attachment 3. Resolution

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

Fox Creek Road Bridge and Road Improvements: Danbury Drive to Beich Road  
RFQ NO. 2014-24

Engineering firms providing, "Statement of Qualifications" in response to City's "Request for Qualifications".

1. Farnsworth Group
2. Infrastructure Engineering
3. McClue Engineering
4. Knight Engineers
5. Baxter & Woodman
6. Chamlin & Associates Inc
7. Fehr Graham
8. Crawford Murphy & Tilly Inc
9. Foth
10. Alfred Benesch & Company
11. Bowman, Barrett & Associates Inc
12. Robinson Engineering
13. Quigg Engineering

Engineering firms selected for interview following review of all "Statement of Qualifications".

1. Alfred Benesch & Company
2. Farnsworth Group
3. Bowman, Barrett & Associates Inc



**Project Location**

4-Lane Section  
Fox Creek Road & IDOT Bridge

4-Lane Section  
Fox Creek Road

Fox Creek Road:  
Danbury to UPRR Bridge -  
To be Improved by the City

Pepper Ridge Park

Pepper Ridge Elementary

Trinity Lutheran School

Fox Creek Elementary

Scottsdale Ave

Union Pacific Railroad (Amtrak)

Timberwolf Trl

Blue Ash Ct

Stonehedges Ct

Pebblebrook Ct

Turtleback Ct

Crooked Creek Ct

Crooked Creek Rd

Fiddlestick Ct

Emerald Crest Ct

Lone Oak Rd

Scarborough St

Essington St

Rocksbury Dr

Rutherford Dr

Rutherford Cr

Winding Ct

Winding Way

Winding Way

Ashley Dr

Beich Rd

Hosta Ln

Fuller Cr

Scogin Creek Rd

Ladue Ln

Windsor Ct

George Creek Dr

Fox Trot Trl

Grey Fox Trl

Willowbend Ct

Fox Creek Rd

Time Ct

Spangle Rd

Danbury Dr

Savanna Rd

Interstate 55

Prairieview Ln

Yew Ct

Spina Ct

Edgewood Ct

Autumn Ct

Woodhovens Dr

Dad dno Ct

Veterans Pkwy

Greenwood Ave

Springfield Rd

Clover Ct

Hamilton Rd

Heidloff Rd

Cabintown Rd

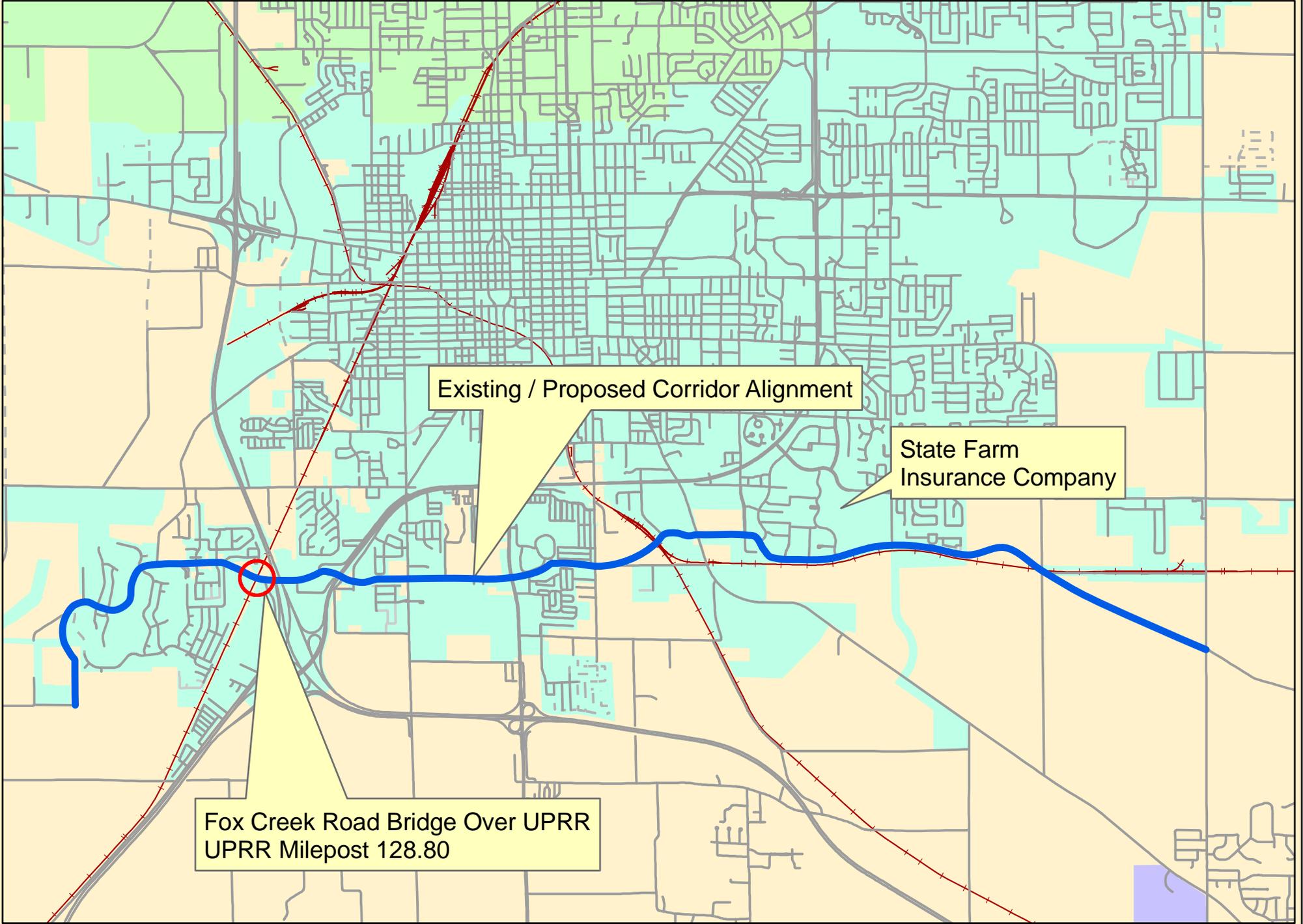
Interstate 74

Interstate 74

Lutz Rd

Duke Dr

# Fox Creek/ Hamilton Road Corridor



Existing / Proposed Corridor Alignment

State Farm Insurance Company

Fox Creek Road Bridge Over UPRR  
UPRR Milepost 128.80



FOX CREEK ROAD BRIDGE  
Looking West from East Approach

09/21/2012 08:30 AM

Dangerous  
Crossing for  
Pedestrians



FOX CREEK ROAD BRIDGE  
Looking East from West Approach

09/21/2012 08:35 AM





FOX CREEK ROAD BRIDGE  
Looking West from Center of Bridge

09/21/2012 08:37 AM



Municipality City of Bloomington	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>  <b>Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds</b>	<b>C O N S U L T A N T</b>	Name Alfred Benesch & Company
Township				Address 205 N. Michigan Ave. Suite 2400
County McClellan				City Chicago
Section 06-00337-00-BR				State Illinois

THIS AGREEMENT is made and entered into this 24 day of February, 2014 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above PROJECT. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

<b>Regional Engineer</b>	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
<b>Resident Construction Supervisor</b>	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
<b>Contractor</b>	Company or Companies to which the construction contract was awarded

#### Section Description

Name Fox Creek Road Route \_\_\_\_\_ Length \_\_\_\_\_ miles Structure No. 057-3420

Termini Danbury Drive to Beich Road

Description:

The project generally consists of the upgrade or replacement of an existing two-lane bridge over the UPRR with a new four-lane facility, which will include sidewalk on the south side and a bike trail on the north side, as well as the upgrade of Fox Creek Road from Danbury Drive to Beich Road to a four-lane facility

#### Agreement Provisions

##### The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:
  - a.  Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
  - b.  Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.
  - c.  Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
  - d.  Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.

- e.  Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.
- f.  Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.

**NOTE** Four copies to be submitted to the Regional Engineer

- g.  Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
- h.  Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
- i.  Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.
- j.  Furnish or cause to be furnished:
  - (1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.
  - (2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.
  - (3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
  - (4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
  - (5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.
- k.  Furnish or cause to be furnished
  - (1) A resident construction supervisor, inspectors, and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
    - a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
    - b. Establishment and setting of lines and grades.
    - c. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
    - d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
    - e. Revision of contract drawings to reflect as built conditions.
    - f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.
- l.  See Attachment A

**NOTE: When Federal funds are used for construction and the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor, the ENGINEER is required to be prequalified with the STATE in Construction Inspection. The onsite resident construction supervisor and project inspectors shall possess valid Documentation of Contract Quantities certification.**

2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.
3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.
4. In the event plans, surveys or construction staking are found to be in error during the construction of the PROJECT and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.
5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
6. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.
7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.
8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

**The LA Agrees,**

1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:

- a.  A sum of money equal to \_\_\_\_\_ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
- b.  A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	
Under \$50,000	_____	(see note)
	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

- c.  See Attachment B

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j and 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this PROJECT as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1b, 1c, 1d, 1e, 1f, 1j and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

Grade Classification of Employee	Hourly Rate
Principal Engineer	_____
Resident Construction Supervisor	_____
Chief of Party	_____
Instrument Man	_____
Rodmen	_____
Inspectors	_____
_____	_____
_____	_____
_____	_____
_____	_____

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their hands and seals and shall remain in effect until \_\_\_\_\_. In event the services of the ENGINEER extend beyond \_\_\_\_\_, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
  - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee based on the above fee schedule and the approved estimate of cost.
  - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.
  - c. Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.
  - d. Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.

By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus 200 percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 200 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.
6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.
7. To submit approved forms BC 775 and BC 776 with this AGREEMENT when federal funds are used for construction.

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**It is Mutually Agreed,**

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this

AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under the AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized offices.

Executed by the LA:

City of Bloomington of the  
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By \_\_\_\_\_,

\_\_\_\_\_ ,

\_\_\_\_\_  
Clerk

By \_\_\_\_\_

(Seal)

Title:

Executed by the ENGINEER:

Alfred Benesch & Company

205 N. Michigan Avenue, Suite 2400

ATTEST:

Chicago, Illinois 60601

By Ryan M Thady

Laura J Mc Govern

Title: Project Manager

Title: Senior Vice President

<b>Approved</b>
_____
Date
Department of Transportation
_____
Regional Engineer

## GENERAL CONDITIONS

### SECTION I - SERVICES BY CONSULTANT

#### 1.1 General

CONSULTANT shall provide services under this AGREEMENT only upon request of the CLIENT, and only to the extent defined and required by the CLIENT. These services may include the use of outside services, outside testing laboratories, and special equipment.

Attachments to this AGREEMENT are as identified on the signature page to this AGREEMENT or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this AGREEMENT.

#### 1.2 Scope of Services and Fees

The services to be performed by CONSULTANT and the associated fee are attached hereto and made a part of this AGREEMENT or using by serially numbered Work Authorizations, all as identified on the signature page to this AGREEMENT, and shall be performed by the CONSULTANT in accordance with the CLIENT's requirements. It is mutually understood that CONSULTANT'S fee is not a firm contractual amount except the total fee by the CONSULTANT shall not be exceeded unless authorized in writing by the CLIENT. The intent of the Scope of Services is to identify the services to be provided by CONSULTANT. However, it is specifically understood that by written notice to CONSULTANT, CLIENT can decrease or, with concurrence of CONSULTANT, increase the Scope of Services.

### SECTION II - PAYMENTS TO CONSULTANT

#### 2.1 Method of Payment

Payment for CONSULTANT'S personnel services and direct expenses shall be expressed in U. S. dollars, and based on the Method of Payment which is identified on the signature page to this AGREEMENT or serially numbered Work Authorizations, attached hereto, and made a part of this AGREEMENT.

#### 2.2 Payment for Personnel Services

##### 2.2.1 Payment

Payment for the services rendered by CONSULTANT's personnel shall be based on the hours of chargeable time and in accordance with CONSULTANT's Schedule of Unit Rates, which is identified on the signature page to this AGREEMENT and attached hereto, and made a part of this AGREEMENT.

##### 2.2.2 Chargeable Time

Chargeable time for CONSULTANT's personnel is that portion of their time devoted to providing services requested by CLIENT. Chargeable time for field personnel located away from CONSULTANT's office for more than one week is a minimum of eight hours per day and five days per calendar week, except for federally declared legal holidays or during an employee's sick leave or vacation time. Travel time from CONSULTANT's office to an assigned work site, and return to CONSULTANT's office, is chargeable time; or if more economical for CLIENT, CONSULTANT shall lodge its personnel overnight near the work site in lieu of traveling back to CONSULTANT's office at the end of each work day.

##### 2.2.3 Overtime Rates

The basis for payment to CONSULTANT for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

#### 2.3 Payment for Direct Expenses

##### 2.3.1 Payment

For Direct Expenses incurred by CONSULTANT, payment to CONSULTANT by the CLIENT shall be in accordance with CONSULTANT's Schedule of Unit Rates.

##### 2.3.2 Direct Expenses

For the purposes of this AGREEMENT, Direct Expenses to be contracted and managed by CONSULTANT and payable by CLIENT to CONSULTANT shall include: Outside Services including the services and reimbursable expenses for firms other than CONSULTANT which are necessary for the work the CONSULTANT is directed to perform; Laboratory Tests and related reports necessary for the work the CONSULTANT is directed to perform, either by the CONSULTANT or by an outside service for the CONSULTANT; Special Equipment expenses including the costs of the CONSULTANT locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by CONSULTANT at the time of the request for services which are necessary to enable CONSULTANT to provide the services requested; vehicles furnished by CONSULTANT for CONSULTANT's authorized travels and for CONSULTANT's field personnel; Per Diem expense or actual costs of maintaining CONSULTANT's field personnel on or near the Project site, for each day of field assignment away from CONSULTANT's office; and Other Direct Expenses associated with all services provided hereunder and identified in the Schedule of Unit Rates.

#### 2.4 Payment Conditions

2.4.1 CONSULTANT shall submit monthly invoices for all personnel services and direct expenses under this AGREEMENT and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by CLIENT. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting sixty (60) days after date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment and the CLIENT will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

2.4.4 If CLIENT fails to make payment in full to CONSULTANT within sixty (60) days after the date of the undisputed invoice, CONSULTANT may, after giving seven (7) days' written notice to CLIENT, suspend services under this AGREEMENT until paid in full, including interest. CONSULTANT shall have no liability to CLIENT for delays or damages caused by such suspension of services. CLIENT agrees to pay all costs of collection, including reasonable attorney's fees, incurred by CONSULTANT as a result of CLIENT's failure to make payments in accordance with this AGREEMENT. No final plans, documents or reports will be released for any purpose until CONSULTANT has been paid in full.

**2.4.5** The billing rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with CONSULTANT's costs of doing business, subject to CLIENT's review and concurrence.

### **SECTION III - Term of Agreement**

#### **3.1 Term**

CONSULTANT's obligations to perform under this AGREEMENT shall extend from the date of execution until terminated by either party.

#### **3.2 Abandonment of Work**

CLIENT shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

#### **3.3 Termination of AGREEMENT**

##### **3.3.1 Termination with Cause**

The obligation to provide further services under this AGREEMENT may be terminated with cause by either party. In the event of such termination, either party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. In the event of termination by CONSULTANT caused by failure of the CLIENT to perform in accordance with the terms of this AGREEMENT, CLIENT shall pay for all services performed prior to the effective date of the termination, including all project termination expenses, collection fees and legal expenses. CONSULTANT shall prepare a progress report, including information as to all the services performed by CONSULTANT and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this AGREEMENT to the CLIENT upon receipt of final payment. In the event of termination by the CLIENT caused by failure by CONSULTANT to perform in accordance with the terms of this AGREEMENT, CONSULTANT shall prepare a progress report, including information as to all the services performed by CONSULTANT and the status of the services as of the date of the termination and provide information and documents developed under the terms of this AGREEMENT to the CLIENT. Upon receipt of all other information and documents, CLIENT shall pay CONSULTANT for services performed prior to the effective date of the termination.

##### **3.3.2 Termination without Cause**

Either party may, at its sole discretion, terminate this AGREEMENT without cause at any time. In the event of such termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, CONSULTANT shall prepare a progress report, including information as to all the services performed by CONSULTANT and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this AGREEMENT to the CLIENT upon receipt of final payment.

#### **3.4 Payment for Work Upon Abandonment or AGREEMENT Termination**

If CLIENT abandons requested work or terminates this AGREEMENT, CONSULTANT shall be paid on the basis of work completed to the date of abandonment or effective date of termination. CONSULTANT shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

### **SECTION IV - General Considerations**

#### **4.1 Assignment and Responsibility for Personnel**

**4.1.1** The assignment of personnel and all phases of the undertaking of the services which CONSULTANT shall provide hereunder shall be subject to the oversight and general guidance of CLIENT.

**4.1.2** While upon the premises of CLIENT or property under its control, all employees, agents, and subconsultants of CONSULTANT shall be subject to CLIENT's rules and regulations respecting its property and the conduct of its employees thereon.

**4.1.3** However, it is understood and agreed that in the performance of the work and obligations hereunder, CONSULTANT shall be and remain an independent Consultant and that the employees, agents or subconsultants of CONSULTANT shall not be considered employees of or subject to the direction and control of CLIENT. CONSULTANT shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

#### **4.2 Insurance**

**4.2.1** CONSULTANT shall furnish CLIENT a certificate of insurance upon request showing amounts and types of insurance carried by CONSULTANT, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by CONSULTANT under this AGREEMENT it will give CLIENT notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions. The CLIENT shall be named as additional insured on the policy with respect to Commercial General Liability, Automobile Liability policies, and the Umbrella Liability Policy of CONSULTANTS shall follow form.

#### **4.3 Successors and Assigns**

**4.3.1** CLIENT and CONSULTANT each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this AGREEMENT and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this AGREEMENT.

**4.3.2** Neither CONSULTANT nor CLIENT shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent consultants, associates, and subconsultant's as it may deem appropriate to assist in the performance of services hereunder.

**4.3.3** Nothing herein shall be construed to give any rights or benefits hereunder to any one other than CLIENT and CONSULTANT except as otherwise provided herein.

#### **4.4 Compliance with Law**

**4.4.1** CONSULTANT shall comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations relating to the performance of the services CONSULTANT is to perform under this AGREEMENT.

**4.4.2** Neither the CONSULTANT nor the CONSULTANT's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this AGREEMENT with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

#### **4.5 Ownership and Reuse of Documents**

**4.5.1** All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by CLIENT prior to this AGREEMENT shall remain CLIENT's property. CLIENT shall make available to CONSULTANT copies of these materials as necessary for the CONSULTANT to perform the services requested hereunder.

**4.5.2** All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and subconsultants) under this AGREEMENT, are instruments of service in respect to the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. CLIENT may make and retain copies for information and reference in connection with the use and the occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Further, CONSULTANT makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by CONSULTANT in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to CLIENT. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT or to CONSULTANT's independent professional associates or subconsultants, and CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

#### **4.6 Severability**

If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

#### **4.7 Location of Underground Utilities**

It shall be the CLIENT's responsibility to locate and physically mark all underground utilities and structures which lie within the work area prior to the start of subsurface investigations. If the CLIENT elects not to assume this responsibility, CLIENT shall notify CONSULTANT and shall compensate CONSULTANT for all costs associated with locating and physically marking

said underground utilities and structures over and above the estimated project fee. CLIENT shall indemnify and hold CONSULTANT harmless from any damages and delays resulting from unmarked or improperly marked underground utilities and structures. For reasons of safety, CONSULTANT will not begin work until this has been accomplished.

#### **4.8 Subsurface Investigations**

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the CONSULTANT.

#### **4.9 CONSULTANT's Personnel at Project Site**

**4.9.1** The presence or duties of the CONSULTANT personnel at a Project site, whether as onsite representatives or otherwise, do not make the CONSULTANT or its personnel in any way responsible for those duties that belong to the CLIENT and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The CONSULTANT and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except CONSULTANT's own personnel.

**4.9.2** The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to CLIENT a greater degree of confidence that the completed work will conform generally to the project documents and that the integrity of the design concept as reflected in the project documents has been implemented and preserved by the contractor(s). CONSULTANT neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.

#### **4.10 Opinions of Cost, Financial Considerations, and Schedules**

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, the CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. CONSULTANT's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of CONSULTANT's experience and qualifications and represent CONSULTANT's judgments as an experienced and qualified professional consultant familiar with the construction industry. CONSULTANT makes no warranty that the CLIENT's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the

CONSULTANT's opinions, analyses, projections, or estimates. If CLIENT wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, CLIENT will employ an independent cost estimator, contractor, or other appropriate advisor.

#### **4.11 Disposition of Samples and Equipment**

##### **4.11.1** Disposition of Samples

No samples and/or materials will be kept by CONSULTANT longer than thirty (30) days after submission of the final report unless agreed otherwise.

##### **4.11.2** Hazardous or Potentially Hazardous Samples and Materials

In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, CONSULTANT will, after completion of testing, return such samples and materials to CLIENT, or have the samples and materials disposed of in accordance with CLIENT's directions and all applicable laws. CLIENT agrees to pay all costs associated with the storage, transportation, and disposal of samples and materials. CLIENT recognizes and agrees that CONSULTANT at no time assumes title to said samples and materials, and shall have no responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

##### **4.11.3** Contaminated Equipment

All laboratory and field equipment contaminated in CONSULTANT's performance of services will be cleaned at CLIENT's expense. Contaminated consumables will be disposed of and replaced at CLIENT's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of CLIENT. At CLIENT's expense, such equipment shall be delivered to CLIENT, or disposed of in the same manner specified in 4.11.2 above. CLIENT agrees to pay CONSULTANT the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to CLIENT pursuant to this AGREEMENT.

#### **4.12 Discovery of Unanticipated Pollutant and Hazardous Substance Risks**

**4.12.1** If CONSULTANT, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of CONSULTANT's services will be reconsidered and that this AGREEMENT shall immediately become subject to renegotiation or termination.

**4.12.2** In the event that the AGREEMENT is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that CONSULTANT shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this AGREEMENT, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

**4.12.3** CLIENT also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for CONSULTANT to take immediate measures to protect health and safety. CONSULTANT agrees to notify CLIENT as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. CLIENT authorizes CONSULTANT to take measures that in CONSULTANT's sole judgment are justified to preserve and protect the health and safety of CONSULTANT's

personnel and the public. CLIENT agrees to compensate CONSULTANT for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon CONSULTANT any duties or obligations other than those imposed by law.

## **SECTION V - Professional Responsibility**

### **5.1 Performance of Services**

Client acknowledges that the performance of professional services is not an exact science, and errors and omissions may occur that are within the industry standard of practice which states that CONSULTANT will strive to perform services under this AGREEMENT in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, or otherwise.

### **5.2 Not Used**

### **5.3 No Special or Consequential Damages**

CLIENT and CONSULTANT agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

### **5.4 Not Used**

### **5.5 No Third Party Beneficiaries**

CLIENT and CONSULTANT expressly agree that AGREEMENT does not confer upon any third party any rights as beneficiary to this AGREEMENT. CONSULTANT accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

CLIENT agrees that CONSULTANT's services and work

products are for the exclusive present use of CLIENT. CLIENT agrees that CONSULTANT's compliance with any request by CLIENT to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this AGREEMENT nor does it create or confer any third party beneficiary rights on any third party.

## **SECTION VI - Miscellaneous Provisions**

### **6.1 Notices**

Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

### **6.2 Joint Preparation**

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this AGREEMENT, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

### **6.3 Headings**

Headings used in this AGREEMENT are for the convenience of reference only and shall not affect the construction of this AGREEMENT

### **6.4 Dispute Resolution**

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that each dispute, claim or controversy arising from or related to this AGREEMENT or the relationships which result from this AGREEMENT shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

Furthermore, in no circumstances shall a party to this AGREEMENT be joined by the other party to any other lawsuit, dispute or legal proceeding involving a party and any of the party's, consultants, subconsultants, lower tier subconsultants, other design professionals, construction managers, or other individuals or entities unless the parties agree to be joined in writing.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

### **6.5 Governing Law**

This AGREEMENT is to be governed by the laws of the jurisdiction in which the project is located. For locations outside of the United States, this AGREEMENT shall be governed by the laws of the State of Illinois.

### **6.6 Entire Agreement**

This AGREEMENT, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire AGREEMENT between the parties hereto and no changes, modifications, extensions, terminations, or waivers of this agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.

# **Addendum to Scope of Services**

City of Bloomington Public Works Department

Baseline Consultant Expectations:

1. Quality
  - a. The Consultant shall design with constructability and ease of maintenance in mind and consult with the City to determine the required level(s) of performance and service.
  - b. The quality of the construction plans shall reflect the percent complete when submitted to the City for review. All plans shall be reviewed for quality assurance / quality control prior to submittal to the City. The City will not design the project and shall resend back to the Consultant if the quality is substandard.
2. Customer Service / Communication
  - a. During initial design phases, Consultant will discuss material decisions with the City. Material decisions shall include all major components of the project. For example, pumps, electrical controls, software, pipe materials, pavement designs, signal materials and erosion protection.
  - b. Consistent communication with the Project Manager for the City is critical.
  - c. Communication through email is preferred for record keeping purpose.
  - d. If issues arise that prevent timelines from being met or cause additional costs in the design, it is critical that the consultant contact the city as soon as possible.
  - e. Electronic files shall be provided to the City upon completion of the design.
  - f. Quantity take-off and calculation sheets shall be provided for construction field inspection.
3. Project Management
  - a. Extensive field work throughout the design is expected. An onsite "plan in hand" meeting shall be scheduled with the City during appropriate phases of the design.
  - b. Consultants shall be expected to submit plans with sufficient time for City to provide an adequate review of the design. This City review time shall be built into the project schedule up front.
  - c. As-built information provided from previous construction plans shall be used to supplement survey data. Comprehensive survey data collection shall be done to verify as much field information as possible.
  - d. Consulting contracts shall include a timeline for completion of design. The timeline provided shall allow sufficient time for dealing with outside agencies and any public interaction.
  - e. Invoices submitted to the City shall include project percent complete on billing, design and timeline progression.
  - f. A monthly status report shall be provided which includes major items completed, major issues, potential extra work, change orders, out of scope issues, information required from the City and other relevant issues.

## **Addendum to Scope of Services**

City of Bloomington Public Works Department

The Public Works Department shall hold an exit project interview upon the completion of the project construction. This meeting will discuss how the Consultant has performed in each of these three areas. Unfavorable performances shall impact the Consultant's selection on future City projects.

**ATTACHMENT A**  
**BRIDGE REPLACEMENT & ROAD IMPROVEMENTS**  
**FOX CREEK ROAD BRIDGE & ROAD IMPROVEMENTS**  
**DANBURY TO BEICH ROAD**  
**MFT SECTION NO. 06-00337-00-BR**

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**GENERAL SCOPE OF WORK**

The work on this project consists of professional engineering including performing planning, surveying, design engineering and construction document preparation for the Fox Creek Road Bridge over the Union Pacific Railroad (UPRR) and Fox Creek Road Improvements from Danbury Dr. to Beich Rd. The project generally consists of the upgrade or replacement of an existing two-lane bridge over the UPRR with a new four-lane facility, which will include sidewalk on the south side and a bike trail on the north side, as well as the upgrade of Fox Creek Road from Danbury Drive to Beich Road to a four-lane facility.

**DETAILED SCOPE OF WORK**

Professional Engineering services will be performed in accordance with the City of Bloomington "Manual of Practice of Public Improvement Projects in the City of Bloomington" Third Addition Dated July 25, 2005. The following details the associated scope of work anticipated for this project.

**1.0 Topographic Survey**

A topographic survey will be performed for the area identified in Exhibit 1. The survey will be conducted in a fashion to meet the plan preparation requirements outlined in section 1.05 of the Manual of Practice.

**2.0 Property Survey**

The land surveying will be conducted in a manner as to meet the requirements of Section 2.3 of the "Land Acquisition Policies and Procedures Manual" Prepared by: Illinois Department of Transportation Dated October 2013.

The following fifteen (27) parcels are included in the scope of work for the project.

<b>No.</b>	<b>Parcel PIN</b>	<b>Owner/Description</b>	<b>Type</b>	<b>Size (acres)</b>
1	21-18-428-001	Bella Landscaping	Commercial	2.35
2	21-18-403-002	McDaniel, Don	Commercial	8.64
3	21-18-404-005	Ball Fields	Tax Exempt	16.60
4	21-18-404-004	SE Corner of Danbury	Vac Res Land	1.10
5	21-18-401-007		Tax Exempt	1.90
6	21-18-401-019	American Legion Louis E Davis Post No. 56	Commercial	1.39
7	21-18-401-012	Town and Country Kennel Club of McLean County	Commercial	1.24
8	21-18-401-017	Town and Country Kennel Club of McLean County	Commercial	0.16
9	21-18-401-014		Vac Res Land	0.16
10	21-18-401-015		Vac Res Land	0.14
11	21-18-401-016		Vac Res Land	0.62
12	21-18-252-018	Pedcor Investments 2004 LXXI LP	Vac Comm Land	18.08
13	21-18-100-013	National City Mortgage Services Co Kenneth W Gentes Tamara S Gentes	Improved Lots	1.45
14	21-18-330-001	Fox Ridge Partnership	Vac Res Land	0.21
15	21-18-330-002	Bryan A Schaffer Shilo L Schaffer	Improved Lots	0.48
16	21-18-329-027		Vac Res Land	2.42
17	21-18-329-002	Heartland Bank and Trust Co	Improved Lots	0.28
18	21-18-300-011	Larry G Weaver Connie R Weaver	Improved Lots	0.89
19	21-18-300-014	John J Bauby Sandra L Bauby	Improved Lots	1.48
20	21-18-327-007		Vac Res Land	0.27
21	21-18-180-009	Federal Deposit Insurance Corp Scott Harter	Improved Lots	0.3
22	21-18-180-010	Aaron Martinez Bonnie J Martinez	Improved Lots	0.24
23	21-18-180-011	Wells Fargo Bank NA	Improved Lots	0.32
24	21-18-100-012	Heartland Bank and Trust Co	Improved Lots	0.9

25	21-18-180-031	Pinehurst Development Inc	Tax Exempt	0.51
26	21-18-180-023	Fox Hollow Development Co. Inc.	Sub-divider Res Vac	0.17
27	21-18-180-024	Scott A. Lowder Lesley A. Lowder	Improved Lots	0.22

### 3.0 Traffic Counts and Analysis

Twelve Hour Traffic Counts will be conducted at the following intersections. This information will be coordinated with the City of Bloomington to develop the 2040 traffic projections for the intersection.

- Fox Creek Rd and Danbury Drive
- Fox Creek Rd and Beich Rd.

### 4.0 Alternative Analysis (Value Planning)

Benesch proposes to accomplish this task by conducting Value Planning (VP) Workshops in the early stages of the project to assist in studying the potential alternatives

The following list summarizes the components and procedure for the Value Planning Process:

- **Value Planning**
  - Prepare for Workshop #1
  - Value Planning Workshop #1 (2 Days)
  - Prepare Draft Value Planning Report/Submit for review
  - Value Planning Review Meeting
  - Submit Final Value Planning Report
- **Typical Cross Sections**
  - Establish and plot existing typical sections
  - Develop proposed typical sections for 3 alternatives
- **Plan Studies, including alignment and geometrics**
  - Establish Existing Alignments in Microstation using Geopak
  - Establish Horizontal Design Criteria including Superelevation Criteria
  - Establish Horizontal Alignments for 3 alternates
- **Profile Studies**
  - Establish and plot existing profiles
  - Establish Vertical Design Criteria
  - Establish Vertical Alignments for 3 alternates
- **Cross Section Studies**
  - Establish and plot existing critical cross sections
  - Develop Critical Cross Sections for 3 alternatives

- **Preliminary engineering of proposed structures for alternate geometric studies.**  
Benesch will provide a total of 3 bridge evaluations for this project. The evaluations for standard grade separation structures include:
  - Bridge Type
  - Span Length
  - Depth of Construction
  - Utility Conflicts
  - Constructability and Staging
  - Geometric and Site Constraints
  
- **Plot Proposed R.O.W. (including stations and offsets for all break points)**
  - Establish existing R.O.W.
  - Establish preliminary proposed R.O.W. for each alternative based on limits construction
  
- **Develop and Update Preliminary Construction Cost Estimate**
  - Develop budgetary cost estimates for 3 alternatives for evaluation
  - Develop preliminary cost estimates for preferred alternative
  
- **MOT for alternates**  
Each alternate will include a conceptual exhibit and written description of the proposed construction staging/MOT for the work to be completed. This will include advantages and disadvantages.

## 5.0 Intersection Design Studies

It is anticipated that intersection design studies will be prepared for the following intersections.

- Fox Creek Rd and Danbury Drive
- Fox Creek Rd and Beich Rd.

These studies will be prepared in accordance with Chapter 14 of the Illinois Department of Transportation Bureau of Design and Environmental Manual.

## 6.0 Geotechnical Reports

All of the Geotechnical work will be performed in accordance with the IDOT Geotechnical Manual, the IDOT All Geotechnical Manual Users Memorandum 05.2 (AGMU 05.2) dated September 26, 2005 and the applicable portions of the IDOT Bridge Manual and IDOT Bureau of Design & Environmental Manual.

Drilling will be performed using either truck or ATV mounted drill rigs. The consultant will obtain all required permits and provide any necessary traffic control and railroad flagging. Railroad liability insurance will be obtained for work on railroad property. As required, lane closures will be completed according to IDOT Standards.

### 6.1 Soil Survey (Roadway) Investigation

The soil borings will be spaced at approximately 300-ft intervals along the proposed improvements. A Geotechnical Report will be prepared for all of the roadway improvements. The report will include a discussion of the existing data, soil profiles, results of the borings, laboratory tests, slope stability, settlement analysis and roadway undercut/remediation recommendations.

## **6.2 Structure Geotechnical Investigation**

The bridge structure will be analyzed for the various Geotechnical elements required in a Structure Geotechnical Report (SGR) including settlement, slope stability, general foundation alternatives, mining activity, and seismic information. Construction considerations relating to temporary structures, support of excavation, embankments, erosion, cut slopes and drainage will also be evaluated. The report will include a discussion of the existing data, soil profiles results of the borings, laboratory tests, analyses and recommendations relative to the structure improvement. All soil borings will be sampled with a 2.0" diameter split-spoon at 2.5' intervals to a depth of 30' and at 5.0' intervals thereafter. A field engineer or senior field technician will supervise the structural boring operations including performing necessary tests on cohesive soils using an IDOT Modified RIMAC. All samples will be transported to the laboratory for visual classification and testing for index properties.

## **7.0 Plan Preparation/Contract Documents**

### **7.1 Roadway Plans**

This portion of the task will include the extensive task of preparation of roadway plans. The following process will be utilized to complete this task.

#### **7.1.1 Cover Sheet**

The standard IDOT Title Sheet will be utilized.

#### **7.1.2 Notes/Index/Standards**

- IDOT and Bloomington general notes will be utilized as applicable.
- An index of sheets will be included
- A list of current IDOT and BLOOMINGTON standards pertinent to the subject project will be included in the plans

#### **7.1.3 Summary of Quantities**

- Hours for preparing the Summary of Quantity sheets will consist of formatting the summary of quantity tables and inputting the required information. Appropriate funding columns shall be shown on the Summary of Quantity sheets and quantities shall be calculated accordingly.
- Hours for calculating the quantities will be included in the hours for the preparation of the respective plan sheets on which the items appear.

#### **7.1.4 Schedule of Quantities**

- Items which are repeated on multiple pages will be shown in a tabular format in the Schedule of Quantities
- Hours for preparing Schedule of Quantity sheets will consist of formatting the schedules and inputting the required information

- Hours for calculating the quantities will be included in the hours for the preparation of the respective plan sheets on which the items appear
- A bituminous mixture chart and QC/QA schedule for bituminous materials will be included with the Schedules of Quantities

#### **7.1.5 Typical Sections**

- A legend will be provided on all sheets. Pay items will be called out exactly as they appear on the Summary of Quantity sheets.
- The typical sections will be proportioned in such a manner that all information will be adequately conveyed.
- Pavement design information will be provided on all sheets.
- Pavement design will be prepared and submitted to the appropriate agency for approval
- Separate existing and proposed typical sections will be prepared to satisfy IDOT requirements in the event federal funding is utilized.
- Existing Typical Sections will cover the entire length of the proposed improvement and will be determined based on the various pavement structures.
- Removal items will be cross hatched on the existing typical sections.
- Proposed Typical Sections (as presented in plan sheets) will cover the entire length of the proposed improvement for the construction and will be provided based on the following conditions: superelevation, where the roadway transitions from a curbed section to a non-curbed section and vice versa, changes to the pavement structure, changes to pavement width, cross section changes and side slope variations.
- Notes will be utilized where feasible to describe special cases and therefore limit the amount of typical sections required.

#### **7.1.6 Alignment and Ties**

- A scale of 1"=250 will be utilized in order to fit the entire project on one sheet.
- Schematic drawings for all of the reference ties will be shown together on a separate sheet.
- Curve data and the survey marker schedule will be shown together on a separate sheet.

#### **7.1.7 Plan and Profile Sheets**

The plans will be assembled under the following general assumptions:

- Two window view: existing plan/proposed plan, existing profile/proposed profile.
- Vertical and horizontal curve data, including superelevation rates and transitions, will be shown on the plans.
- Horizontal scale: 1"=20', Vertical scale: 1"=10' (with 1/10 grid)
- Utility lines will not be shown.
- Benchmarks will be depicted and detailed on the plan sheets.
- Items which are repeated on multiple pages will be shown in a tabular format in the Schedule of Quantities.

- Roadway removal items (including tree removal) will be shown on the Removal sheets.

Hours to prepare the plan and profile sheets will also include the following:

- Quantity take offs.
- Clear zone and barrier warrant analyses.

#### **7.1.8 Intersection Details/Elevations/Geometrics**

- 1"=20' Scale

#### **7.1.9 Removal Plans**

- These will be prepared as separate sheets at 1"=20' Scale

#### **7.1.10 Cross Sections**

- Horizontal scale: 1"=10', Vertical scale: 1"=5' (with 1/10 grid)
- Cross Sections will be provided at 50' along the length of the project, including all driveways and side roads as necessary
- Cross Sections will be provided at every culvert crossing.
- Existing and proposed right of way will be shown
- Profile grade line, edge of pavement and ditch elevations will be depicted
- Cut and fill areas will be labeled on each cross section per stage of construction
- Locations of unsuitable materials to be removed will be indicated.
- Temporary widening and temporary cut and fill areas will be shown
- The proposed drainage system and existing utility lines will be shown and labeled
- Cross Sections will show the grading required for the multi use path
- Earth excavation and embankment must be calculated and paid for in accordance with the new methods outlined in the IDOT Standard Specifications. A 15% shrinkage factor is utilized

Hours to prepare Cross Sections will also include earthwork quantity take offs.

#### **7.1.11 Special Provisions**

- The Standard Specifications for Road and Bridge Construction in Illinois, IDOT Recurring Special Provisions Bloomington Provisions will form the basis of the Special Provisions to be prepared for the project.
- The County will supply Benesch with any special provisions related to landscaping, erosion control, traffic signals, etc. Specific to Bloomington items as required.
- Benesch will prepare additional special provisions as necessary

#### **7.1.12 Cost Estimates**

- Benesch will prepare the engineers opinion of probably construction cost at plan review submittals and will provide review of the contractors bids in comparison to the engineer estimate. Cost Estimates will include the breakdown of ICC eligible and ineligible cost

## 7.2 **Drainage and Utility Plans**

This portion of the Phase II task will include the task of preparation of drainage and utility plans. The following process will be utilized to complete this task:

### General Assumptions:

- The Plan and Profile base sheets will be utilized as the basis of the drainage sheets.
- Drainage and Utility sheets will depict and annotate drainage removal/adjustment items and the proposed drainage system in the existing and proposed plan views respectively. In profile, the proposed drainage system will be depicted and annotated.
- Utility lines and structures will be shown.
- Drainage structure and storm sewer information will be shown on the same sheet.

Hours to prepare the Drainage and Utility sheets will also include quantity take-offs.

### Utility Coordination

Benesch will gather utility atlases and field verify their locations. Affected utility crossings will be identified. The information will be plotted on an electronic base survey file. Major utility conflicts will be identified and coordinated with individual utilities to establish conceptual parameters for relocation.

### Drainage Calculations

The IDOT Drainage Manual and Bloomington Manual of Practice will be consulted to determine approved drainage software packages and methods for hydraulic calculations.

The following drainage calculations will be required to design and analyze the proposed drainage system:

- Inlet Spacing
- Storm Sewer Design
- Ditch Analysis
- Culvert Analysis

### Water Main Relocation:

This scope of work includes the engineering plans required to maintain the existing services during construction and the proposed water main modifications required as a result of the project. Also included with this task is the effort needed to coordinate and obtain the necessary IEPA water main permit for the project.

## 7.3 **Erosion and Sediment Control Plans**

Erosion control and sediment plans will be prepared in accordance with the following:

- 1"=20' Scale

- The Maintenance of Traffic base sheets will be utilized as the basis of the Erosion Control plans since erosion control must be shown for each major construction stage.
- Text describing the erosion control measures to be implemented at each stage of construction will also be included.
- During the development of the staging for the project, consideration will be given to IEPA requirements regarding disturbed area and discharge testing requirements during construction. Options will be presented to the county for review and decisions will be documented.
- Hours to prepare the erosion control plans will also include quantity take offs.

This task will also include the preparation of a Storm Water Pollution and Prevention Plan (SWPPP).

#### **7.4 Staging and Traffic Control**

- Measures that are required to maintain drainage during construction will be evaluated.
- Access to active properties will be maintained during construction.
- MOT will be demonstrated at a 1"=20' scale
- A separate sheet for staging notes, general notes and the legend will be included and placed on all sheets as applicable.
- Temporary roadway plan and profile sheets will be detailed within the Maintenance of Traffic plans.
- Construction guide signing will be depicted on the Maintenance of Traffic plans in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).
- Benesch will develop special provisions for MOT as required.
- Benesch will be responsible for obtaining standard details pertaining to Maintenance of Traffic and incorporating the standards into the plan set.

#### **Estimate of Time**

BD 220 will be utilized to prepare the estimate of construction time.

#### **7.5 Pavement Marking and Signing Plans**

- Scale 1" = 20'
- Pavement marking shall be detailed and called out on the plans.
- Signage will also be detailed.

The quantities for the items under this task will be tallied and added to the Schedule of Quantities.

#### **7.6 Traffic Signal Plans**

Benesch will develop permanent traffic signal plans for the following intersections:

- Fox Creek Rd and Danbury Drive
- Fox Creek Rd and Beich Rd.

#### **7.7 Railroad Track Plans**

It is not anticipated that any railroad track modifications will be required

## **7.8 Landscaping Plans**

- 1"=50' Scale
- Landscaping slated for removal during construction will be shown for restoration in these sheets

## **8.0 Bridges Over UP RR**

### **8.1 Roadway Bridge Over UP RR**

This scope of work includes the preparation of roadway bridge plans and specifications, as well as shop drawing reviews, for a four lane structure over the UP Railroad. It is assumed that the superstructure will be Precast Prestressed Concrete Beams

- Value Engineering
- Structure Type Study
- Bridge Plans (Abutments, Girders, Deck & Staging Elements)
- Specifications
- Cost Estimate

### **8.2 Pedestrian Bridge Over UP RR**

This item includes the preparation of bridge plans and specifications, as well as shop drawing reviews, for a separate pedestrian structure over the UP Railroad. The substructure elements will be fully designed and detailed. The superstructure truss component will be a performance based specification (Final design by the proprietary agency that provides the pre-fabricated truss).

## **9.0 Coordination**

This task includes coordination with various entities to complete the project. This includes coordination with Bloomington, IDOT, UP Railroad, the Illinois Commerce Commission (ICC) and the affected utility companies for the project.

## **10.0 Public Meetings**

It is anticipated that two open public meetings will be held for the project. The meetings will be held to present the findings and recommendations of the study team to the general public. The public meeting will be held to achieve three goals: to inform the public about the project process and milestones; gather input on needs and issues facing the project; and analyze the information gathered to help develop the final plan for the project. Benesch will prepare exhibits, facilitate meeting and provide summaries.

## **11.0 Environmental Documentation/Permits**

The Environmental Survey Request Form (ESRF) will be submitted to obtain signoffs on biological, wetlands and cultural issues.

### **Preliminary Environmental Site Assessment (PESA)**

The project area will be screened for potential areas of environmental contamination. The screening process will follow general protocols associated with ASTM E1527-00, the standard environmental site assessment methodology, and the protocols consistent with the Preliminary Site Assessment (PESA) procedures outlined by the Illinois Department of Transportation in the *“Manual for Conducting Preliminary Environmental*

*Site Assessments for Illinois Department of Transportation Highway Projects*” and is consistent with the newly issued “*Special Waste Procedures for Local Highway Improvements #04-09.*” Specific tasks are outlined below.

**Historical Research:** The historical land use of the study area will be developed from standard historical sources, including those sources listed below:

- Historical aerial photographs or Sanborn maps, if available, will be used to identify land use over time and potential areas of environmental concern, such as areas of surface disturbance and outside storage.
- Local historical sources, such as the library, the historical society, or municipal planning departments will be contacted.

**Site Evaluation:** Current environmental features and conditions of the area proposed for improvement will be evaluated. A site walkover of potential ROW areas designated for acquisition will be conducted for first-hand evaluation of current environmental conditions within the project limits. All of the features and conditions listed above will be investigated and, as appropriate, documented in photographs. The land-use and housekeeping practices of properties east of Main Street and the railroad tracks will be evaluated in accordance with ASTM protocols. Interviews and/or a questionnaire will be conducted with the property owner where property acquisition may occur.

**Records Review:** A records review will be completed to supplement the previous documentation to determine potential environmental concerns presented by the study area or surrounding properties. It will include a search of standard state and federal environmental record databases in accordance with the specifications of ASTM standards and search distances. Based on the length of the project, a corridor records search is recommended based on the outline of the entire study area.

Specifically, Benesch will search each database to identify any potential sources requiring further investigation. A local source, such as the fire department or building department, will be contacted regarding available records and site history.

A soils engineer will assist in this effort and participate in up to two meetings to coordinate these issues.

**Identify and Mark Bore Holes:** BENESCH will coordinate soil sampling locations with the driller and the property owners.

- Determine sampling locations.
- Attend a site visit to mark borehole locations.
- Attend one meeting for coordination.

**Conduct Sampling Through On-site Drilling:** Prepare scope of work for drillers identifying the samples to be collected, screening protocols, and chain of custody procedures. Conduct soil borings at variable depths for collecting soil samples. For the purposes of this scope of services, it will be estimated that up to 5 borings (depending on the alternate chosen) to 10 feet deep will be conducted using a GeoProbe drilling unit.

Driller will collect continuous soil samples in appropriate sample jars and provide to BENESCH. After review of the materials collected and PID readings, BENESCH will select the sample intervals to be analyzed. The following constituents would be analyzed from the borings.

- **Volatile organic compounds (VOCs)** – The cost estimate is based on 12 borings and up to one sample per boring. Samples will be collected continuously and screened with a photoionization detector (PID) in a separate sample. The sample with the highest PID reading from each boring will be screened and, depending upon records review, will be analyzed for VOCs. If leaking underground storage tanks are located, up to 16 BTEX samples may be collected.
- **Arsenic, Lead, Chromium, and Soil pH** – Samples will be collected from the existing railroad right of way for these three metals. Arsenic and chromium are associated with historical herbicide applications analysis. In addition, lead concentrations have historically been associated with railroad operations. Approximately eight samples will be collected near track areas. In addition, full RCRA metals will be analyzed in 12 samples.
- **SPLP Lead, and SPLP Arsenic** – SPLP lead and SPLP arsenic will be analyzed on those samples exceeding the pH specific remediation objectives for lead and arsenic. This cost estimate assumes SPLP analysis on up to 16 samples.
- **PNAs**– Up to 24 PNA samples will be analyzed from 16 borings based on field observations.
- **Pesticides/Herbicides** –Up to one sample will be collected for pesticides/herbicides in the top four feet of eight borings.

For purposes of this scope, the following constituents will be analyzed with an estimated number of samples.

16 – Volatile organic compounds (VOCs)	12 – Soil pH
8 – Arsenic, Lead, Chromium, and Soil pH	16 – SPLP Lead
24 – Polynuclear aromatic compounds (PNAs)	8 – SPLP Arsenic
8 – Pesticide/ Herbicide	12 – RCRA Metals
16 – BTEX	

The PESA will include sampling within proposed areas of acquisition or soil disturbance. The analytical costs represent maximum values as the exact number of samples and parameters of analysis will be determined when the records review is complete.

**Report Preparation:** A report summarizing the results of the data collection activities will be prepared. The following information will be included in this report:

- The project location and description, including the past and current land use at the property and adjacent properties.
- The site geology and hydrology.

- The environmental status of the project corridor in regard to environmental features and conditions, including: chemical use and storage, underground and aboveground storage tanks, solid waste, special waste, hazardous waste, wastewater, and PCBs.
- The environmental records review conducted for the site and surrounding properties.
- An analysis of the site inspection.
- A summary of the findings regarding any environmental concerns. This will include IDOT's PESA Risk Assessment process.

## **12.0 Right-of-Way Documents**

Right-of-Way documents will be prepared in accordance with "Land Acquisition Policies and Procedures Manual" Prepared by: Illinois Department of Transportation Dated October 2013

It is assumed that the base scope of work parcels identified in Item 2.0 above will require right-of-way and or easements. Supplemental parcels is identified in Item 2.0 may also be required.

*This work includes Field Work*

- Establishment and/or setting of monuments

*And Office Work*

- Correlate field data
- Research
- Review titles
- Write legal description and draw plats

## **13.0 Quality Assurance**

Quality Assurance reviews will be conducted at milestone submittals for the project. These reviews will assure design quality control checks have been performed and are well documented and will provide an independent check of the materials to assure the quality of the product.

## **14.0 Administration**

Administration consists of the following project management responsibilities to ensure a quality product on schedule and within budget:

- MS Project Plan including baseline and critical path shown,
- invoicing (Progress Report BDE 430)
- staffing resource management
- internal project team meetings
- preparation and distribution of correspondence, meeting minutes, records of conversation and all other project documentation necessary to track and document the project decisions

Benesch will prepare progress reports and invoices on a four-week cycle. These progress reports and invoices will be issued using IDOT BDE 430 form. The percent complete shown on the form shall be in agreement with MS Project percent complete reported on a monthly basis.

Benesch will prepare the design project schedule in MS Project format, including a breakdown of the major tasks depicting the project's key milestones and deliverables for Phase II. The schedule will be updated monthly and at a minimum, will include:

- milestones of key decisions
- submittals of project documents for city review
- progress meetings

#### **15.0 Phase III Design Support and Construction Service**

Phase III Design Support Services and Construction Services are hereby included within the scope of the project. Given the scope and the timing of the phase III design services are unknown at this time this estimate is provisional and will need to be revisited prior to conducting Phase III and or construction services.

**ATTACHMENT A (continued)**  
**City of Bloomington - Fox Creek Road and Bridge**  
**Phase II Scope of Work & Estimate of Staff-hours**

ITEM	TOTAL
1.0 TOPOGRAPHIC SURVEY	240
2.0 PROPERTY SURVEY	80
3.0 TRAFFIC COUNTS AND ANALYSIS	16
4.0 ALTERNATIVE ANALYSIS (VALUE PLANNING)	156
5.0 INTERSECTION DESIGN STUDIES	80
6.0 GEOTECHNICAL REPORTS	8
7.0 CIVIL PLANS	1120
7.1 ROADWAY PLANS	524
7.2 DRAINAGE AND UTILITY PLANS	192
7.3 EROSION CONTROL AND SEDIMENT PLANS	40
7.4 STAGING AND TRAFFIC CONTROL	160
7.5 PAVEMENT MARKING AND SIGNING PLANS	52
7.6 TRAFFIC SIGNALS	120
7.7 RAILROAD TRACK PLANS	0
7.8 LANDSCAPING PLANS	32
8.0 STRUCTURAL PLANS	952
8.1 FOX CREEK ROAD OVER UP RR	788
8.2 INDEPENDENT PEDESTRIAN BRIDGE OVER UP RR	164
9.0 COORDINATION	220
10.0 PUBLIC MEETINGS	132
11.0 ENVIRONMENTAL DOCUMENTATION	92
12.0 RIGHT-OF-WAY DOCUMENTS	250
13.0 QUALITY ASSURANCE	128
14.0 ADMINISTRATION	82
15.0 PHASE III DESIGN SUPPORT/CONSTRUCTION SERVICES	80
	<b>3636</b>

# 1.0 TOPOGRAPHIC SURVEY

Item	TOTAL
Topographic (Boundary as defined by Exhibit)	240
Direct Costs	
Vehicle/Mileage = 15 days @ \$65/day = \$975	
Lodging/Pier Diem = 15 days \$150/day = \$2250	

240

## 2.0 PROPERTY SURVEY

Item	TOTAL
Property Survey	80
Direct Costs	
Vehicle/Milage = 5 days @\$65/day = \$325	
Lodging/Pier Diem = 5 days @\$150/day = \$750	

80

### 3.0 TRAFFIC COUNTS/ANALYSIS

Item	TOTAL
Traffic Analysis	16
Direct Cost for Traffic Camera = 2 @ 12 hrs @ \$100/hr	

## 4.0 ALT. ANALYSIS (VP)

Item	Engr	CAD	TOTAL
Value Planning Workshop	80		80
Value Planning Exhibits		24	24
Value Planning Report	15	5	20
VE Review Meeting	8		8
Finalize Value Engineering Report	16	8	24

Direct Costs

Printing and Binding - Color Reports = \$200

**156**

## 5.0 INTERSECTION DESIGN STUDIES

Item	TOTAL
Fox Creek & Beich	40
Fox Creek & Danbury	40

80

## 6.0 GEOTECHNICAL REPORTS

Item	TOTAL
Benesch Sub-Coordination	8

8

## 7.1 ROADWAY PLANS

ITEMS AND TASKS	No. of Sheets	Hrs per Sheet	Task or Sheet Hours Extended	Item Total Hours
<b>GENERAL PLAN SHEETS</b>				<b>36</b>
Cover Sheet	1	8	8	
Index of Sheets	1	12	12	
Standard Sheets	1	8	8	
General Notes & Commitments	1	8	8	
<b>SUMMARY AND SCHEDULE OF QUANTITIES (not quantity take-offs)</b>				<b>88</b>
Summary of Quantities	2	12	24	
Schedules	4	16	64	
<b>TYPICAL SECTIONS (Ex. and Proposed)*</b>				<b>12</b>
Fox Creek Road (4 sections)	2	4	8	
Beich Road (2 Sections)	1	4	4	
<b>ALIGNMENT, TIES AND BENCHMARKS</b>	1	8	8	<b>8</b>
<b>PLAN &amp; PROFILE SHEETS</b>				<b>120</b>
Fox Creek Road	4	12	48	
Beich Road	1	12	12	
Quantity Calculations			60	
<b>INTERSECTION DETAILS</b>				<b>40</b>
Fox Creek & Beich	1	16	16	
Fox Creek & Danbury	1	16	16	
Fox Creek & Savanna	1	8	8	
<b>REMOVAL PLANS</b>				<b>40</b>
Fox Creek Road	4	8	32	
Beich Road	1	8	8	
<b>DETAILS - ROADWAY</b>				<b>36</b>
Various	3	12	36	
<b>CROSS SECTIONS</b>				<b>112</b>
Fox Creek Road	24	4	96	
Beich Road	4	4	16	
<b>SPECIAL PROVISIONS</b>				<b>24</b>
<b>COST ESTIMATES</b>				<b>8</b>

524

## 7.2 DRAINAGE AND UTILITY PLANS

ITEMS AND TASKS		No. of Sheets	Hrs per Sheet	Task or Sheet Hours Extended	Item Totals
<b>SCHEDULES</b>					
<b>(not quantity take-offs)</b>					<b>36</b>
	Drainage Schedules	2	12	24	
	Water Main Schedules	1	12	12	
<b>DRAINAGE PLAN &amp; PROFILE SHEETS</b>					<b>120</b>
	Fox Creek Road	4	16	64	
	Beich Road	1	16	16	
	Quantity Calculations			40	
<b>DETAILS - DRAINAGE</b>					<b>8</b>
	Miscellaneous	2	4	8	
<b>WATERMAIN PLAN &amp; PROFILE SHEETS</b>					<b>48</b>
	Fox Creek Road	4	12	48	
<b>WATERMAIN DETAILS</b>					<b>16</b>
	Miscellaneous	2	8	16	

192

### 7.3 EROSION CONTROL AND SEDIMENT PLANS

ITEMS AND TASKS	No. of Sheets	Hrs per Sheet	Task or Sheet Hours Extended	Base Hours
<b>EROSION CONTROL</b>				
Schedule & Notes	2	4	8	8
Plan	4	4	16	16
Details	4	1	4	4
Quantity calculations			12	12

40

## 7.4 STAGING AND TRAFFIC CONTROL

ITEMS AND TASKS	No. of Sheets	Hrs per Sheet	Task or Sheet Hours Extended	Item Totals
<b>M.O.T. Typical Sections</b>	2	12	24	<b>24</b>
<b>Stage 1 Plan Sheets</b>				<b>60</b>
Fox Creek Road	4	12	48	
Beich Road	1	12	12	
<b>Stage 2 Plan Sheets</b>				<b>40</b>
Fox Creek Road	4	8	32	
Beich Road	1	8	8	
<b>Estimate of Time Construction Duration</b>				<b>4</b>
<b>M.O.T. Quantity Calculations</b>				<b>20</b>
<b>M.O.T. Specifications</b>				<b>12</b>

160

## 7.5 PAVEMENT MARKING AND SIGNING PLANS

ITEMS AND TASKS	No. of Sheets	Hrs per Sheet	Task or Sheet Hours Extended	Item Totals
<b>PLAN</b>				
Fox Creek Road	4	8	32	<b>32</b>
Beich Road	1	8	8	<b>8</b>
Quantity Calculations				<b>12</b>

52

## 7.6 TRAFFIC SIGNAL PLANS

ITEMS AND TASKS	No. of Sheets	Hrs per Sheet	Task or Sheet Hours Extended	Item Totals
<b>Index of Sheets, General Electrical and Construction Notes</b>	1	8	8	8
<b>Proposed Signal Plan Sheets</b>				<b>48</b>
Fox Creek & Beich	1	24	24	
Fox Creek & Danbury	1	24	24	
<b>Proposed Wiring Diagrams</b>	2	12	24	<b>24</b>
<b>Electrical Details</b>	3	8	24	<b>24</b>
<b>Quantity Calculations and Electrical SOQ</b>				<b>16</b>

120

## 7.8 LANDSCAPING PLANS

ITEMS AND TASKS	No. of Sheets	Hrs per Sheet	Task or Sheet Hours Extended	Item Totals
<b>LANDSCAPING PLANS</b>				
Plan Sheets	4	4	16	16
Detail Sheets	2	2	4	4
Specs			4	4
Quantity Calculations			8	8

32



## 8.2 PEDESTRIAN BRIDGE STRUCTURE

Sheet Name	# of Sheets	Hours per Sheet		Total per Task	Total Engr.	Total Tech
		Engr. Des.	Tech			
General Plan and Elevation	1	24	12	36	24	12
General Notes, Index of Sheets and Total Bill of Material	1	6	2	8	6	2
Foundation Layout	1	8	4	12	8	4
Abutment Details	2	16	8	48	32	16
Pedestrian Truss Elevation and Details	1	12	8	20	12	8
HP Pile Details	1	2	2	4	2	2
Soil Boring Logs	2	1	1	4	2	2
TOTAL # OF SHEETS	<b>9</b>				<b>86</b>	<b>46</b>

Tasks Not Directly Associated with Plan Sheets	Total per Task	Total Engr.	Total Tech
Review and acceptance of Structure Geotechnical Report	8	8	
Develop Performance Based Specification	12	12	
Constructibility Review	4	4	
Quantity Calculations (including Pay Item Worksheets)	8	8	
	SUB-TOTALS	<b>118</b>	<b>46</b>
	Percent	<b>72%</b>	<b>28%</b>
<b>Total for Engineering and Tech</b>		<b>164</b>	

## 9.0 PROJECT COORDINATION

Item	No. of Meetings	Hours per meeting	TOTAL
<b>Coordination with Bloomington (1 hours per week)</b>			52
<b>Meetings with Bloomington</b>	6	4	24
<b>Meetings with IDOT</b>	1	4	4
<b>Meetings with Utilities</b>	3	4	12
<b>Miscellaneous exhibits</b>			24
<b>ICC coordination</b>			
Coordination			40
Exhibits			24
<b>Coordination with RR</b>			
Meetings	4	4	16
Exhibits for UP			24

220

## 10.0 PUBLIC INVOLVEMENT

ITEMS	Benesch Totals
Public Meetings	
Preliminary Review Meeting	24
Pre-Final Review Meeting	24
City Council Presentation	12
Visualization Techniques	
2 - 3D Renderings @ 16 hrs each	32
10 - 2D Exhibits @ 4 hrs each	40
Direct Costs	
Printing and Mounting Exhibits = \$1,000	
<b>TOTAL</b>	<b>132</b>

## 11.0 Environmental Documentation

Item	TOTAL
Environmental Survey Request	12
Preliminary Environmental Site Assessment	80

Direct Cost

Environmental Boring Analysis \$2,500

92

# 12.0 Right-of-Way Documents

Item	TOTAL
27 Parcels	250
Direct Costs	
Title Commitments = 27 Parcels @\$200/Parcel = \$5,400	
Updates to Title Commitments = 27Parcels @ \$50 = \$1350	
Staking Supplies = \$250	

**250**

### 13.0 QUALITY ASSURANCE

	Hours -Civil			Total	Hours -Structural			Total
	Preliminary Submittal	Pre-Final Submittal	Final Submittal		Preliminary Submittal	Pre-Final Submittal	Final Submittal	
Quality Assurance	8	16	24	48	8	16	24	48
Field Checks		8	8	16		8	8	16
<b>SubTotal</b>				<b>64</b>				<b>64</b>
							<b>Total</b>	<b>128</b>

## 14.0 ADMINISTRATION

	Staff	Hours/ week	# of Weeks	Hours/ month	# of Months	Total
Project Start-up	1	4	1			4
Schedules/monitoring	1	0.25	52			13
Internal project meetings (weekly)	3	0.25	52			39
Preparation and distribution of correspondence	1	0.5	52			26

### Direct Costs

Plan Production = Approximately 200 sheets \* 5.2 sq ft/sht \*.20 sq ft = \$200/Full Size Set \* (6  
Review Sets + 6 Utility Sets) = \$2400

Mailing/Delivery = \$600

Railroad Liability/Flaggers = \$5,000

**82**

## 15.0 Phase III Design Support

Item	TOTAL
Shop Drawing Review	80

**80**

## **ATTACHMENT B**

The LA agrees to pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis cost plus fixed fee, with a maximum compensation not to exceed \$477,504.35 as derived on the following cost estimate of consultant services.

## PAYROLL ESCALATION TABLE ANNIVERSARY RAISES

FIRM NAME  
PRIME/SUPPLEMENT

Alfred Benesch & Company

DATE 02/07/14

PTB NO. \_\_\_\_\_

CONTRACT TERM 12 MONTHS  
START DATE 3/1/2014  
RAISE DATE ANNIVERSARY

OVERHEAD RATE 160.76%  
COMPLEXITY FACTOR \_\_\_\_\_  
% OF RAISE 0.00%

### ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

6

CALCULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

0.00%

The total escalation for this project would be: **0.00%**











## AVERAGE HOURLY PROJECT RATES

**FIRM** Alfred Benesch & Company  
**PTB** \_\_\_\_\_  
**PRIME/SUPPLEMENT** \_\_\_\_\_

**DATE** 02/07/14  
**SHEET** 3 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	12.0 ROW Docs			13.0 QA			14.0 Administration			15.0 Phase III								
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg			
SR. PROJECT MAN	66.08				20	15.63%	10.33												
PROJECT MANAGE	54.77				20	15.63%	8.56	40	48.78%	26.72	40	50.00%	27.39						
PROJECT MANAGE	45.52				20	15.63%	7.11												
SR. PROJECT ENG	47.27				40	31.25%	14.77												
PROJECT ENGINEE	37.87				28	21.88%	8.28	12	14.63%	5.54	40	50.00%	18.94						
PROJECT ENGINEE	34.66																		
SR. DESIGNER	36.43																		
DESIGNER II	30.83																		
SR. TECHNICAL SP	44.80																		
SR. TECHNOLOGIS	34.87																		
TECHNOLOGIST SP	26.60																		
PROJECT ASSISTAN	18.80							30	36.59%	6.88									
SURVEYOR	42.00	250	100.00%	42.00															
SR. PARTY CHIEF	35.80																		
<b>TOTALS</b>		250	100%	\$42.00	128	100%	\$49.05	82	100%	\$39.14	80	100%	\$46.32	0	0%	\$0.00	0	0%	\$0.00







**TESTING SERVICE CORPORATION**

*Corporate Office:*

360 S. Main Place, Carol Stream, IL 60188-2404  
630.462.2600 • Fax 630.653.2988

*Local Office:*

1701 W. Market Street, Suite B, Bloomington, IL 61701-2641  
309.821.0430 • Fax 309.821.1242

January 6, 2014

Mr. Ryan Thady, P.E., PMP  
Alfred Benesch & Company  
205 North Michigan Avenue  
Suite 2400  
Chicago, IL 60601-5927

RE: P.N. 52,118  
Fox Creek Road  
Danbury Drive to Beich Road  
Bloomington, Illinois

Dear Mr. Thady

In accordance with your January 2, 2014 request for proposal (RFP), Testing Service Corporation (TSC) is pleased to submit this proposal to provide Geotechnical Engineering Services for the captioned project. From the scope of services described in the RFP, the objectives of the Geotechnical Study are to explore soil conditions and provide recommendations relating to roadway and bridge design and construction.

**Proposed Project:**

As noted in the RFP, the services outlined in this proposal will address Geotechnical Engineering issues for the widening of Fox Creek Road from Danbury Drive to Beich Road. The route of the roadway includes a bridge over the Union Pacific Railroad which will also be widened.

**Site Work:**

As requested, the soil exploration phase of the study will include five (5) subgrade borings at locations as shown on the site plan included with the RFP. Each of these borings will be drilled to a depth of 10 feet below the existing ground surface. For pavement design, subgrade samples at every change in soil type or every 5 borings are to be obtained for the purpose of determining grain size distributions, plasticity characteristics and Illinois Bearing Ratio (IBR) values. Four (4) structure borings at the bridge location will also be completed. In accordance with Illinois Department of Transportation (IDOT) criteria, bridge boring depth requirements are to provide information to allow for the design of a 65 ton capacity 12" diameter metal shell pile. For the purposes of this estimate, we propose drilling the bridge borings to a depth of 75 feet. Based upon previous borings in the project area, we do not anticipate that bedrock will be encountered at this depth.

**Site Access/Coordination:**

TSC has performed a limited reconnaissance to evaluate site conditions and to determine the equipment necessary to perform the soil borings. The roadway is currently a two lane urban section. Based upon these conditions, we have including traffic signs and flagging personnel during completion of the soil borings.

Utility clearances for all borings will be obtained by TSC prior to the start of drilling by contacting JULIE (Joint Utility Location Information for Excavation), local municipalities and associated agencies.

**Laboratory Testing:**

All boring samples will be examined by an experienced laboratory soils technicians, to verify field descriptions and visually classify them in accordance with the ASSHTO Soil Classification System.

Laboratory testing will include moisture content and dry unit weight determinations, as well as hand penetrometer measurements of unconfined compressive strength, as appropriate. Representative subgrade will be tested for Illinois Bearing Ratio (IBR) as well as Atterberg limits and grain size analysis on representative soil types.

**Reports:**

Field and laboratory test data will be summarized in engineering reports, to include individual boring logs and location plans. The reports will address anticipated soil and groundwater conditions impacting the proposed construction, based upon the information obtained from the borings. They will also provide recommendations to guide the following design and construction issues.

- Subgrade treatment of unsuitable or unstable soil types.
- Anticipation and management of groundwater.
- Soil material and compaction requirements for support of pavements.
- Subgrade support value for pavement design.
- Bridge foundation design.

**Fees and Scope:**

As requested, we have prepared fee estimates to complete the described scope of services for each of the separate portions of the project. The fees have been itemized for the bridge and the roadway subgrade. Budget estimates for each segment of the project follow.

<u>Item</u>	<u>Fee Estimate</u>
UPRR Bridge SGR	\$ 18,500.00
Roadway Geotechnical Report	\$ 6,700.00
Total	\$ 25,200.00

This budget is based on the understanding that; no tree cutting or borings on slopes will be required; and that the work can be performed during standard business hours. Unless stated otherwise, TSC fees include all state and federal taxes and permits that may be required; however, they do not include any license, permits or bond fees that local governments or railroads may impose. The local fees, if any, will be added to the invoice. At this time we are not aware of any additional fees that will be required to complete our work.

Should the study reveal unexpected subsurface conditions requiring a change in scope, you will be contacted before we proceed with further work. Our invoice will be based on the unit rates given.

Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully Submitted,

TESTING SERVICE CORPORATION

Douglas P. Ramsey, P.E.  
Branch Manager

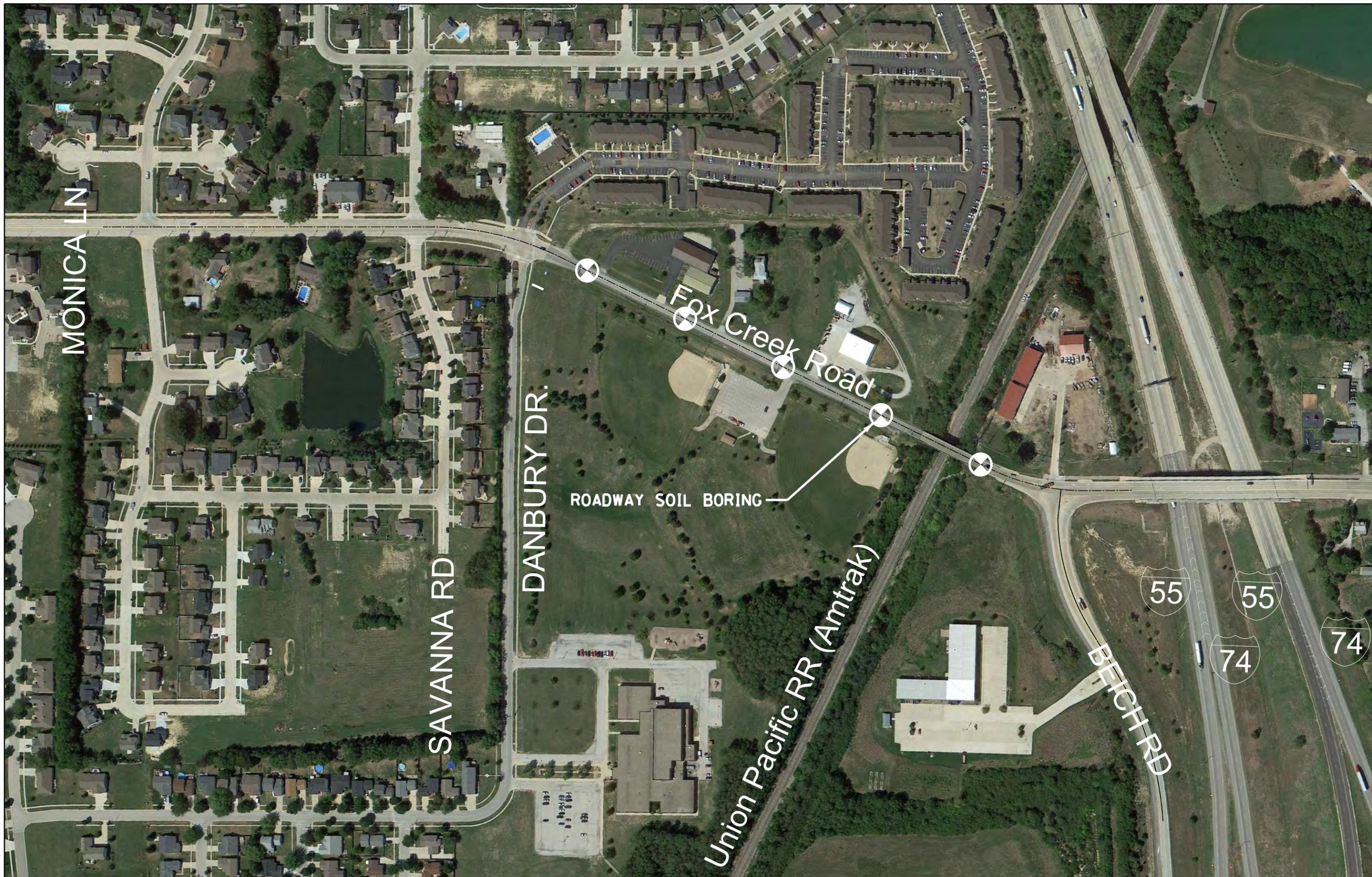
DPR/kr

FEE ESTIMATE  
UPRR Bridge SGR  
Fox Creek Road  
Bloomington, Illinois  
TSC P.N.52,118

ITEM		UNITS	QTY	RATE	COST
<b>STAKING AND UTILITY CLEARANCE</b>					
1.1	Arrange for Clearance of Underground Utilities	Hour	2.0	50.00	\$ 100.00
<b>DRILLING AND SAMPLING</b>					
MOBILIZATION AND DEMOBILIZATION OF DRILL RIG AND CREW					
2.1	Drill Mounted on Truck	Each	1.0	250.00	\$ 250.00
<b>STRUCTURE BORINGS FOR BRIDGE</b>					
INCLUDES SPT(SPLIT SPOON) SAMPLING AT 2 ½ FOOT INTERVALS TO 30 FOOT DEPTH AND AT 5 FOOT INTERVALS BELOW 30 FEET					
3.1	0 - 25 Foot Depth	Foot	100.0	26.30	\$ 2,630.00
3.2	25 - 50 Foot Depth	Foot	100.0	30.60	\$ 3,060.00
3.3	50 - 75 Foot Depth	Foot	100.0	35.40	\$ 3,540.00
3.4	>75 Foot Depth	Foot	0.0	40.95	\$ 0.00
ROCK CORING					
3.5	Set-up Charge (includes casting to 40' depth)	Each	0.0	300.00	\$ 0.00
3.6	Coring	Foot	0.0	50.00	\$ 0.00
TRAFFIC CONTROL					
3.6	Two Person Flagging Crew	Hour	32.0	112.50	\$ 3,600.00
3.7	Traffic Control Signs	Day	4	75.00	\$ 300.00
<b>LABORATORY TESTING</b>					
4.1	Examine Samples and Classify by Both a Textural System and the AASHTO Classification System	Sample	84	3.50	\$ 294.00
4.2	Water Content Determinations for Organic and Cohesive Samples (Includes Hand Penetrometer Measurements of Unconfined Compressive Strength for All Inorganic Clay Samples)	Sample	84	5.50	\$ 462.00
4.3	Particle Size Analysis Including Hydrometer Analysis	Sample	0	120.00	\$ 0.00
4.4	Atterberg Limit Determinations	Sample	0	75.00	\$ 0.00
<b>PREPARATION OF GEOTECHNICAL REPORT INCLUDING BORING LOGS AND LOCATION PLAN</b> (It is our understanding that soil profile sheets will not be required for this project)					
5.1	Geotechnical Engineer	Hour	24	155.00	\$ 3,720.00
5.2	Secretary	Hour	2	40.00	\$ 80.00
5.3	Draftsman	Hour	6	65.00	\$ 390.00
ESTIMATED TOTAL:					\$ 18,426.00
RECOMMENDED BUDGET:					\$ 18,500.00

**FEE ESTIMATE**  
*Roadway Geotechnical Report*  
*Fox Creek Road*  
*Bloomington, Illinois*  
*TSC P.N. 52,118*

ITEM		UNITS	QTY	RATE	COST
<b>STAKING AND UTILITY CLEARANCE</b>					
1.1	Arrange for Clearance of Underground Utilities	Hour	2.0	50.00	\$ 100.00
<b>MOBILIZATION AND DEMOBILIZATION OF DRILL RIG AND CREW</b>					
2.1	Drill Mounted on Truck	Each	1.0	250.00	\$ 250.00
<b>DRILLING AND SAMPLING CHARGES</b>					
3.1	Advance Bore Holes by Hollowstem Auger Methods and Collect Split Spoon Samples	Foot	50.0	26.30	\$ 1,315.00
3.2	Bulk Subgrade Samples for IBR Tests	Sample	2.0	40.00	\$ 80.00
<b>TRAFFIC CONTROL</b>					
4.1	Two Person Flagging Crew	Hour	8.0	112.50	\$ 900.00
4.2	Traffic Control Signs	Day	1	75.00	\$ 75.00
<b>LABORATORY TESTING</b>					
5.1	Examine Samples and Classify by Both a Textural System and the AASHTO Classification System	Sample	25	3.50	\$ 87.50
5.2	Water Content Determinations for Organic and Cohesive Samples (Includes Hand Penetrometer Measurements of Unconfined Compressive Strength for All Inorganic Clay Samples)	Sample	25	5.50	\$ 137.50
5.3	Particle Size Analysis Including Hydrometer Analysis	Sample	5	120.00	\$ 600.00
5.4	Atterberg Limit Determinations	Sample	5	75.00	\$ 375.00
5.5	Organic Content (L.O.I. & Wet Combustion)	Sample	2	95.00	\$ 190.00
5.6	Moisture/Density Relationship of Soils (Standard Proctor)	Sample	2	165.00	\$ 330.00
5.7	Illinois Bearing Ratio (IBR) of Laboratory Compacted Soils.	Sample	2	185.00	\$ 370.00
<b>PREPARATION OF GEOTECHNICAL REPORT INCLUDING BORING LOGS AND PLAN AND PROFILE SHEETS</b>					
6.1	Geotechnical Engineer	Hour	8	155.00	\$ 1,240.00
6.2	Secretary	Hour	2	40.00	\$ 80.00
6.3	Draftsman	Hour	8	65.00	\$ 520.00
ESTIMATED TOTAL:					\$ 6,650.00
RECOMMENDED BUDGET:					\$ 6,700.00

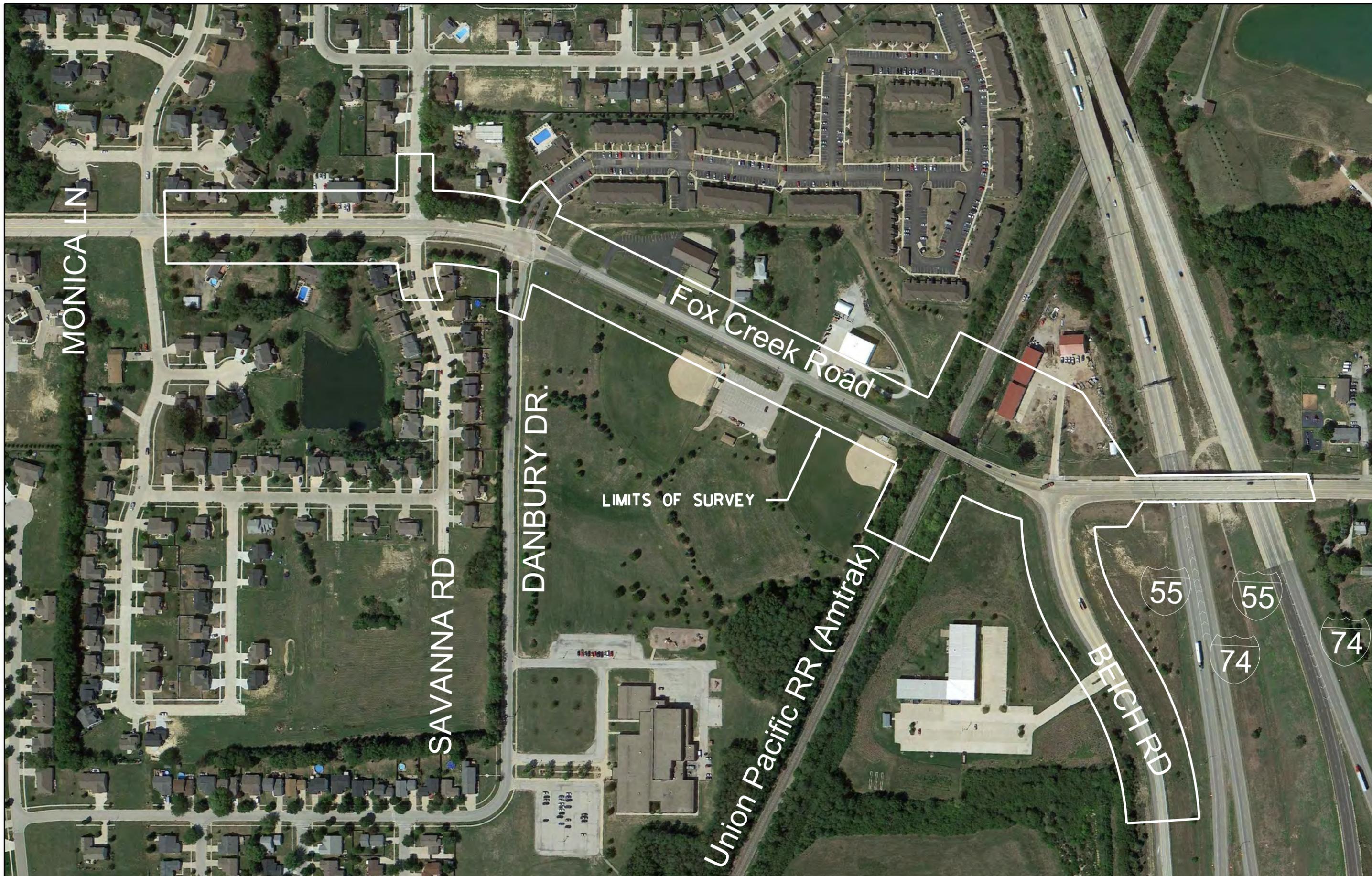


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\$FILE\$		DRAWN - _____	REVISED - _____
	PLOT SCALE = \$SCALE\$	CHECKED - _____	REVISED - _____
\$MODELNAME\$	PLOT DATE = \$DATE\$	DATE - _____	REVISED - _____

**STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION**

<b>BLOOMINGTON - FOX CREEK ROAD ROADWAY GEOTECHNICAL PLAN</b>	
SCALE: _____	SHEET _____ OF _____ SHEETS STA. _____ TO STA. _____

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
CONTRACT NO.				
ILLINOIS FED. AID PROJECT				



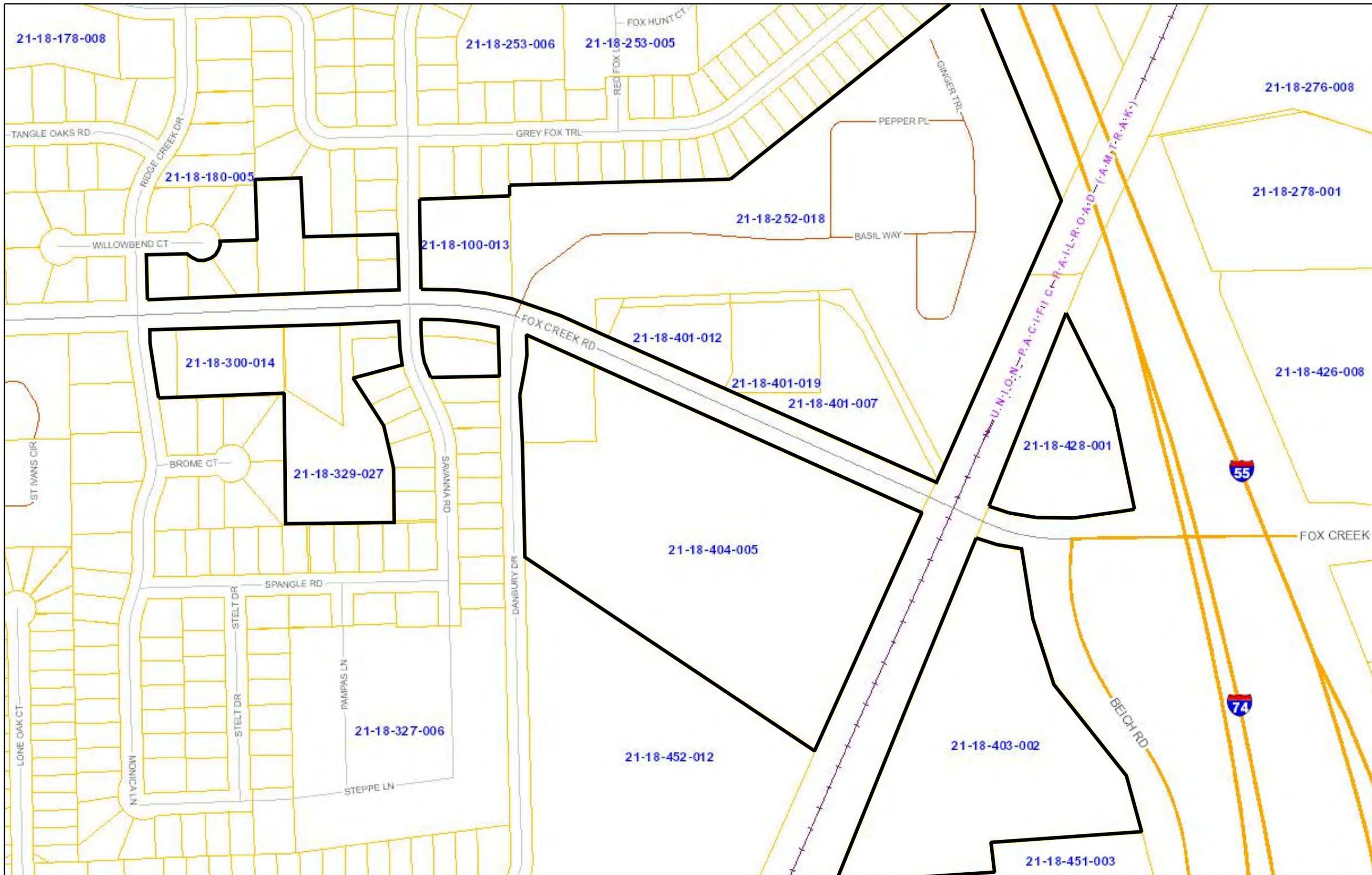
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	PLOT SCALE = \$SCALE\$	CHECKED -	REVISED -
\$MODELNAME\$	PLOT DATE = \$DATE\$	DATE -	REVISED -

**STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION**

**BLOOMINGTON - FOX CREEK ROAD  
TOPOGRAPHIC SURVEY LIMITS**

SCALE: \_\_\_\_\_ SHEET \_\_\_\_\_ OF \_\_\_\_\_ SHEETS STA. \_\_\_\_\_ TO STA. \_\_\_\_\_

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
CONTRACT NO. _____			ILLINOIS FED. AID PROJECT	



FILE NAME =	USER NAME = #USER#	DESIGNED -	REVISED -
#FILE#		DRAWN -	REVISED -
	PLOT SCALE = #SCALE#	CHECKED -	REVISED -
#MODELNAME#	PLOT DATE = #DATE#	DATE -	REVISED -

**STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION**

**BLOOMINGTON - FOX CREEK ROAD  
PROPERTY SURVEY LIMITS**

SCALE: \_\_\_\_\_ SHEET \_\_\_\_\_ OF \_\_\_\_\_ SHEETS STA. \_\_\_\_\_ TO STA. \_\_\_\_\_

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
CONTRACT NO. _____			ILLINOIS FED. AID PROJECT	



FOR COUNCIL: January 27, 2014

SUBJECT: Text Amendments to Chapter 21. Refuse, Section 300.1(a) and Section 300.6.

**RECOMMENDATION/MOTIONS:** That the Text Amendments be approved and the Ordinance passed.

**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:** Staff has expressed concerns about logistics and efficiency in regard to refuse collection at multiple family residences throughout the study and analysis of the Solid Waste Program. As staff proceeded with accepting cart orders from the public, these issues rose to the forefront. This memorandum will provide general updates on the program as a whole (Attachment 2), two (2) issues come to the Council with recommended text amendments:

- Refuse fees in regard to the Downtown and Bloomington Housing Authority properties and at apartments in which owners wish to enact cart sharing among tenants, Chapter 21. Section 300.6. This text amendment also corrects language to reflect the intent of Council and staff regarding residents substituting refuse carts.
- Collection at apartments with more than six (6) units, Chapter 21. Section 300.1 (a).

**Apartment cart sharing**

Throughout the process of study and analysis of solid waste collection, staff has strived for efficient and effective service through implementation of automated refuse collection. In regard to multifamily residences, issues regarding logistics of collection and efficiency when collecting multiple carts at a location have been raised at various times.

The question of whether to and how to accommodate cart sharing among apartment tenants arose as staff began accepting cart orders from the public. To date, there has been no decision at the Council level regarding cart sharing. Mailers for cart orders were sent to each individual residence, including every apartment in multifamily buildings. A number of landlords contacted the City wishing to order carts for the building as a whole in order to have fewer but larger carts. Staff believes this to be a beneficial request both for efficient collection of refuse and space issues seen by property owner.

**Positives:** A multifamily property owner would have less storage demands and greater efficiency under tenant cart sharing. Also, some property owners take it upon themselves to set out refuse. Their work would be lessened. For the City, the savings are in time and gasoline – picking up, two (2) 95 - gallon carts instead of five (5) 35 - gallon carts as an example. The space needed

along the parkway would also be reduced. This would be especially useful along streets with on-street parking, where Public Works anticipates having difficulty accessing carts. Associated benefit: Cart sharing might prompt landlords and tenants to begin or increase recycling. Staff will raise the topic of obtaining recycling carts in the course of a conversation with a landlord regarding refuse carts. An addition of a recycling cart will not increase direct cost to the landlord or tenants. Apartments currently produce little recycling compared to single family homes. Staff is concerned given the nearby landfill space is dwindling and recycling is environmentally responsible. While recycling carts are typically assigned to a specific apartment unit, staff is willing to assign a shared recycling cart, registered under the landlord's name, to an entire apartment building.

**Negatives:** Garbage cart sharing will require more administrative work to arrange and keep track of each cart sharing property. Also, it creates a problem in tracking the carts themselves. Individual carts are issued by serial number to addresses, including apartment unit numbers, and are the responsibility of the homeowner or tenant. Cart sharing means carts will be collectively assigned to an address with unclear responsibility for the equipment. Cart sharing also creates an accounting issue. If staff's recommendation is followed, tenants of a five (5) unit complex would be billed a combined \$80, (\$16 times five), per month. However, the five (5) unit complex might be served by two (2) 95 - gallon carts, which among single family residences would generate \$40 per month (\$20 times two). An audit of revenue generation becomes complicated as revenue would exceed the simple mathematical equation of revenue generated per cart.

**Financial impact:** Cart sharing should create minor financial savings. The extent of revenue is unknown and dependent upon how many landlords select this option.

**Three options:** Staff formulated three (3) options regarding cart sharing, with a recommendation for Option 2.

- Option 1: Decline to allow cart sharing. Each apartment unit has its own cart. For a five (5) unit apartment, this could mean five (5) 35 - gallon carts or it could mean a combination of cart sizes. The landlord is required to make accommodations for storage based on the tenants' cart orders. Landlords also have the option of declining City service and contracting for solid waste service. *Not recommended by staff.*
- Option 2: A landlord can request cart sharing in writing, landlord determines the number of carts and sizes needed, as long as the number of larger carts, (65 - gallon and/or 95 - gallon), equals half the number of units or less. (Examples: a five (5) unit building sharing carts, the maximum number of 95 and 65 - gallon carts would be a total of two (2); a six (6) unit building would be allowed up to three (3) 95 and 65 gallon carts, etc.). The Public Works Director or his designee must agree and sign off on the cart sharing arrangement. Each unit will be charged the minimum fee under the City's new variable structure - \$16, starting May 1, 2014. *Recommended by staff.*
- Option 3: For accounting purposes, the larger carts are assigned to specific units. For example, two (2) tenants of a five (5) unit complex might be billed for a 95 gallon cart,

(\$20 per month apiece), while three (3) are billed for 35 gallon carts, (\$16 apiece). The difference is a dollar per week, the unfairness seems glaring. *Not recommended by staff.*

**Conclusion:** Option 2 marks a departure from the Council policy of affixing a price to every ratepayer based on the size of a cart actually being used. However, cart sharing would better achieve the Council policy to continue service to multiple family residences, as expressed by the vote on September 23, 2013. It also better aligns policy with Strategic Plan Objective 1d, which states “City services delivered in the most cost-effective, efficient manner.” Under Option 2, the departure from the new billing structure would save the City money, increase efficiency and accommodate owners and tenants of multiple family housing. While it complicates the cart tracking and billing processes, it does not do so to an unreasonable level and it simultaneously eases garbage collection.

**Condominiums:** Condominiums represent a collection of individually owned properties and would not qualify for cart sharing under staff’s proposal. Cart sharing requires common ownership.

### **Other proposed changes to Refuse Fee**

Three (3) other changes are proposed in the Refuse Fee section of Chapter 21.

- Setting the monthly fee for Downtown residents at the lowest residential rate - currently set for \$16 as of May 1, 2014. Cart use will not be practical in the Downtown. Downtown residents receive no curbside service for bulk or recycling. Therefore, staff recommends that they should be charged the minimum fee for refuse service.
- Setting the monthly fee for Bloomington Housing Authority (BHA) residents at the lowest residential rate - currently set for \$16 as of May 1, 2014. Like Downtown, BHA properties will continue to receive manual collection for logistical reasons. Therefore, a refuse fee based on cart size does not apply. Noting that the Council already has a provision for discount to low-income households, staff believes it fair and right to charge BHA residents the minimum fee, which is the discounted rate - currently \$16, starting May 1.
- Upsizing carts: Staff believes the Council on December 9, 2013, intended to set a \$30 administrative fee for ordering larger carts when making a substitution from a smaller to a larger cart. The proposed ordinance amendment clarifies the meaning of the provision.

### **Collection of refuse at larger apartment complexes**

A second proposed text amendment involves reconsideration of collection at large apartment complexes. The Council on September 23, 2013, voted against staff’s proposal to end service to apartments with *more than four (4) units*. It voted to leave apartments under City service unless the owner opts out of the program. As the cart roll-out nears, logistical concerns regarding collection at large apartment complexes persist. Informal conversations have occurred recently, and the topic has arisen. Aldermen Schmidt and Stearns recently indicated that they do not oppose ending service to apartments with *more than six (6) units*. They are familiar with property management issues, as they own rental property. Both voted to retain service to

apartments on September 23, 2013. The proposed ordinance, therefore, has been revised to withdraw service to apartments with *more than six(6)* units. Staff recommends approval.

It is staff's belief that high density apartment complexes are better served by the private sector. A high-density complex is served best logistically by concentrating collection at central points through the use of trash dumpsters and recycling dumpsters. Private haulers are equipped with trucks to unload these dumpsters. The City has no trucks equipped to handle roll-off dumpsters and acquiring and staffing them would require substantial investment. Most property owners also see the logic in this; the owner of Eisenhower Dr. apartments withdrew from City services after considering logistical issues, including storage of tenants' garbage carts. Other owners of major complexes previously opted out of City service. The proposed ordinance would prevent them from initiating or returning to City service and would prevent new high density complexes from entering the City's collection system.

High density apartment complexes present a serious dilemma in that they lack storage facilities for mass numbers of wheeled carts. It also would be onerous to keep track of a specific cart assigned to a specific apartment unit within the complex. Because of their weight, even when empty, the carts cannot be safely carried to upstairs hallways. They must be stored at ground level, unless the apartment is equipped with an elevator. Cart collection also presented a problem: parked cars would block collection trucks from accessing the rows of carts that tenants would place along the parkway. The drivers of automated refuse collection trucks would constantly have to dismount and wheel the cart to the automated arm for pickup.

**Six units or fewer:** By retaining City service to apartments with up to *six (6)* units, the City will maintain services to most if not all houses that have been divided into apartment units and to small apartment buildings. This primarily affects rentals in older neighborhoods near the City's core. Keeping these house type apartment buildings under City service remedies two (2) major concerns expressed by Council members in September 2013 during discussion regarding discontinuance of service: unsightliness of large, steel roll-off bins (dumpsters) in neighborhoods, including our historic areas, and additional truck traffic in the neighborhoods necessitated by private collection. Please note that the text amendment wording specifies that the units be on the same parcel to be considered as an apartment building. Therefore, if an owner has two (2) adjacent houses divided into six (6) apartments each, the property still qualifies for City service as two (2), six (6) unit buildings, unless the two (2) houses are on a single parcel.

**Scope:** According to City billing records, the proposed ordinance would result in discontinuances of refuse service for fourteen (14) properties with a combined 127 apartment units. The largest is a twenty-three (23) unit complex at 307 Riley Dr. A listing was provided to the Council. The original proposal, rejected by the Council in September 2013, would have removed sixty-three (63) buildings with 643 units from City service.

**Condominiums:** Condominiums represent a collection of individually owned properties and, while posing logistical challenges, would remain under City service unless a condominium association opts out of service.

**Bloomington Housing Authority properties:** BHA and the City have made arrangements for continued manual collection of refuse. The properties are not privately owned apartments and are not part of the proposal.

**FINANCIAL IMPACT:** The financial impact will be limited. The 127 units which would have service discontinued currently generate \$2,032 in revenue per month. Solid Waste is an Enterprise Fund, the fund annually is made whole through a subsidy from the General Fund. Therefore, the current refuse system and its individual parts cannot logically be seen as making money.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, Director of Public Works

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Patti-Lynn Silva, Director of Finance

Recommended by:



David A. Hales  
City Manager

**Attachments:** Attachment 1. Ordinance  
Attachment 2. Solid Waste Proposals  
Attachment 3. Public Works letter to Property Managers  
Attachment 4. Property Manager Responses

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Motion: \_\_\_\_\_

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

ORDINANCE 2014-\_\_\_\_

AN ORDINANCE AMENDING SECTION 300.1 OF CHAPTER 21  
(REFUSE) OF THE BLOOMINGTON CITY CODE,  
AMENDING THE SCOPE OF REFUSE COLLECTION SERVICE

BE IT ORDAINED BY THE  
CITY COUNCIL OF THE CITY OF BLOOMINGTON:

SECTION ONE: That Section 300.6 of Chapter 21 of the Bloomington City Code, 1960, as amended, is further amended as follows (additions are indicated by underlines; deletions are indicated by strikeouts):

**Section 301.6: Refuse Fee.**

Effective May 4, 2012, there shall be a charge for refuse collection of refuse to the owner and/or occupant of every dwelling unit for which refuse service is actually provided by the City. Such fee shall be in the amount of sixteen dollars (\$16.00) per month per single family dwelling and sixteen dollars (\$16.00) per month for each unit in a two family or multi-family dwelling. Effective May 1, 2014, for a single family dwelling and for each unit in a two family or multi-family dwelling, such fee shall be based on the size of the refuse cart as follows: sixteen dollars (\$16.00) per month, per single family dwelling and for each unit in a two family or multi-family dwelling for one 35-gallon refuse cart; twenty-one dollars (\$21.00) per month, per single family dwelling and for each unit in a two family or multi-family dwelling for one 65-gallon refuse cart; and twenty-five dollars (\$25.00) per month, per single family dwelling and for each unit in a two family or multi-family dwelling for a 95-gallon refuse cart.

Effective May 1, 2014, the owner of a multiple-family dwelling may elect to have multiple tenants share garbage carts. The tenants must all live within a building or buildings located on a single lot or on lots abutting one another. In such cases, the property owner shall notify the Department of Public Works in writing and the property owner shall decide upon the number of carts and the size of carts to be used by the tenants. The Director of Public Works has the discretion to approve, amend or refuse the request and his/her judgment is final. If the cart-sharing request is approved by the Director, the Refuse Fee will be assessed for each residential unit at the lowest residential fee, as if each unit has individually ordered one 35-gallon cart. The fee will be assessed as such regardless of whether the property owner or the tenant has assumed primary responsibility for payment of the Refuse Fee.

Effective May 1, 2014, residents of Bloomington Housing Authority units who are excluded from the wheeled cart collection process shall pay the lowest residential fee set by the City.

Effective May 1, 2014, residents living within the Downtown Service Area (defined as the area west of East Street, east of Madison Street, north of Front Street and south of Locust Street; and Front Street from East Street to Prairie Street) who are excluded from the wheeled cart collection process shall pay the lowest residential fee set by the City.

The refuse fee shall be payable on a monthly basis. There shall be a thirty dollar (\$30.00) fee for ~~any~~ an exchange or substitution of an ordered and delivered refuse cart provided by the City if the substituted cart is larger than the original cart. ~~that are is larger than the original cart.~~ There shall be no charge for substitution of additional refuse carts if the substituted cart is that are the same size as the original cart or smaller than the original cart. Failure to pay the fee upon billing by the City may result, at the City's option, in the placement of a lien against the real estate or may result in the filing of a complaint in Circuit Court seeking a personal judgment against the owner or persons interested in the property subject to such refuse fee, termination of refuse services, termination of water service or other remedies. The election of a particular remedy shall not constitute a waiver of any other remedy available to the City for collection of the refuse fee. The owner(s) and tenants of multi-family housing properties shall be exempt from the upsizing fee if their upsizing is a direct result of City-approved cart-sharing arrangements described above in this section.

The owner of the dwelling unit, the occupant thereof and the user of the services shall be jointly and severally liable to pay such refuse fee and the services are furnished to the dwelling unit by the City only on the condition that the owner of the dwelling unit, occupant thereof and user of the refuse service are jointly and severally liable. The refuse fee for such refuse collection shall be paid in advance, for which the City of Bloomington shall provide refuse collection service to the dwelling unit at least once each week.

SECTION TWO: That the City Clerk be and she is hereby directed and authorized to publish this ordinance in pamphlet form as provided by law.

SECTION THREE: That this ordinance shall take effect May 1, 2014.

SECTION FOUR: That this ordinance is adopted pursuant to Home Rule Authority granted the City of Bloomington by Article 7, Section 6, of the Illinois Constitution.

ADOPTED this \_\_\_\_ day of March, 2014.

APPROVED this \_\_\_\_ day of March, 2014.

Tari Renner  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**ORDINANCE 2014-\_\_\_\_**

**AN ORDINANCE AMENDING SECTION 300.1 OF CHAPTER 21  
(REFUSE) OF THE BLOOMINGTON CITY CODE,  
AMENDING THE SCOPE OF REFUSE COLLECTION SERVICE**

BE IT ORDAINED BY THE  
CITY COUNCIL OF THE CITY OF BLOOMINGTON:

SECTION ONE: That Section 300.1 (a) of Chapter 21 of the Bloomington City Code, 1960, as amended, is further amended as follows (additions are indicated by underlines; deletions are indicated by strikeouts):

(a) The City shall provide refuse collection service from residential buildings with six units or less, but only for refuse generated by occupants of said residential buildings. The City will not pick up refuse from parcels with more than six residential units on the parcel. Refuse generated at another residence or business location will not be collected. Refuse shall be collected only under circumstances provided for herein.

SECTION TWO: That the City Clerk be and she is hereby directed and authorized to publish this ordinance in pamphlet form as provided by law.

SECTION THREE: That this ordinance shall take effect March 2, 2014.

SECTION FOUR: That this ordinance is adopted pursuant to Home Rule Authority granted the City of Bloomington by Article 7, Section 6, of the Illinois Constitution.

ADOPTED this \_\_\_\_ day of March, 2014.

APPROVED this \_\_\_\_ day of March, 2014.

Tari Renner  
Mayor

ATTEST:

Tracey Covert  
City Clerk

## ATTACHMENT 3

### **Informational Updates on Automation Roll-out**

#### **Informational Update: Collection begins March 3**

Our vendor, Rehrig Pacific, expects delivery of refuse carts to begin in early February 2014 and to be completed before the end of the month. However, the City will not begin collecting from these carts until March 3, 2014. Doing otherwise would require crews to run their routes twice – once using manual collection and again using the new trucks with automated, mechanical arms. (The new trucks are not well suited for manual collection.) Doing so would be extremely inefficient and may require mass amounts of overtime. Residents will receive a flier inside their carts during delivery telling them, among other things, that they cannot use them until March 3<sup>rd</sup>.

#### **Informational Update: Collection of Old Refuse Containers**

Public Works and the City's recycler, Midwest Fiber, have cooperatively worked through ideas on recycling old refuse cans and plastic refuse containers. The City will pick them up curbside after March 3, 2014, but only if they are clearly marked as materials intended for recycling. This marking might consist of a note taped to the container stating, "Recycle me." The containers also may be dropped off at the Public Works drop-off facility at East and Jackson Str. or at Midwest Fiber's facility. Midwest's drop off location is located at 422 S. White Oak Rd., Normal, to the right of the entrance as soon as you enter off of White Oak Rd. The information will be included in the flier placed in new refuse carts.

#### **Informational Update: Sticker Program**

The Finance Department is helping Public Works navigate through logistics of starting the sticker program approved by the Council on December 6, 2013.

#### **Informational Update: Other Text Amendments**

City staff is in the process of reviewing Chapter 21 for other possible text amendments. It is anticipated that the future revisions will be brought to the Council in February 2014 to address loose ends regarding automated collection.

#### **Informational Update: Staffing Calls and Walk-ins**

The administrative staff has answered an uncounted hundreds of telephone inquiries on the program and accommodated numerous walk-in customers. They have done a remarkable job guiding people through the process and helping them signed up. The City Clerk's Office also is to be commended. It aided walk-in residents at City Hall, at times signing them up online, rather than directing them to walk to the Government Center in freezing weather.

#### **Informational Item: FAQ on Rates**

One of the common pieces of confusion regards rates. Numerous callers believed the charges based on cart sizes represented an addition to the current \$16 fee. Staff has assured them that the Council had not doubled the refuse fee.

#### **Informational Item: Mobile Home Parks Opt Out**

The owner of four (4) mobile home parks have decided to opt out of City service and contract with a private hauler. The parks are Hilltop, Grandview, Alexander and Maple Grove. They will leave City service on February 1, 2014. Six (6) mobile home parks remain under City refuse service.

# PROPOSALS, REMAINING ISSUES IN SOLID WASTE

02/17/2014

Cart sharing, Apartments, BHA, Ordinances

# Voluntary program for landlords

## Fewer Carts Means:

### Benefit to landlords

- Convenience
- Easier Storage
- Not Required

### Benefit to City

- Easier access at curb
- Greater efficiency
- Faster collection



VS.



35-gallon carts vs. 95-gallon carts; photos are to scale.

# Proposed voluntary system

1. Landlord submits request.
  2. Public Works Director approves, amends it or declines it.
- No more than one 95-gallon garbage cart for every two apartment units.
  - No administrative fee for switching carts if carts already have been delivered to the apartments.
  - Billing per apartment unit set at lowest point on the City's new variable rate scale.
  - Negative: Creates extra work in tracking carts and accounting.



***Example 1: 5-unit apartment house.***

***Maximum: Two 95-gallon carts***

***Fee: \$16 per apartment unit.***

Cart Sharing continued

# Example 2: 6 unit apartment



*Example 2: 6-unit apartment house*

*Maximum: 3 95-gallon carts*

*Fee: \$16 per unit.*

Issue 2:

# Serving apartment complexes

Brought back after discussions with Council members

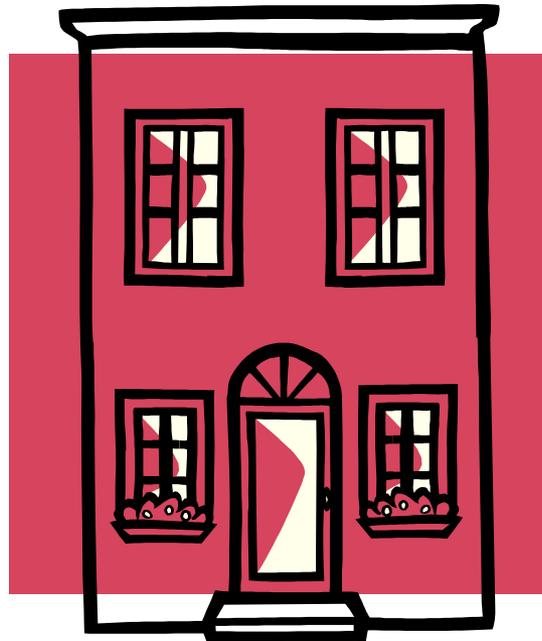
**Vote on Sept, 23, 2013**

Proposed:

Discontinuing Refuse  
Collection to Housing  
*with 5 or more units*

**Vote: 3-6**

**Motion failed.**



**Pending before**

**Council:**

Discontinuing Refuse  
Collection to Housing  
*with 7 or more units*

# New proposal on apartments

## **Addresses Council issues:**

- Keeps most neighborhood apartments and house/apartments in the system.
- Fewer Dumpsters in historic districts, neighborhoods.
- Council opposition centered on concerns in neighborhoods such as old neighborhoods near downtown, not on service to high-density apartment complexes.

## **Addresses main operational concern**

- Takes and keeps major, high-density apartment complexes out of the system.



# Serving BHA and its tenants

## Factors in Public Works decision

**to leave BHA apartments on the existing manual collection:**

- ✓ Lack of storage, parkway
- ✓ No driveways
- ✓ High density of apartments
- ✓ BHA leadership's desire

## Staff recommended rates:

**Lowest rate on the chart: \$16**

- ✓ The tenants already pay for service
- ✓ BHA is not a private apartment manager
- ✓ Residents qualify for Council's discount program



Woodhill complex (left) and Holton Homes, 2012 GIS aerial images

# Service to Downtown

Discussions ongoing on how to best serve Downtown residents.

**Limitations:**

- Physically impossible to properly serve Downtown using wheeled carts for garbage or recycling.
- No curbside bulk allowed.
- ❑ Downtown residents should pay something if they use City services.



For Council Feb. 24

# Other ordinances amendments

**Purpose: Align ordinances with decisions of the City Council and operational changes**

‘Approved containers’, damaged and unsanitary carts; City ownership





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

February 4, 2014

To Our Residential Property Managers:

As you may be aware, the City has undertaken a lengthy study regarding refuse collection and other solid waste issues. At this time, the City is preparing to transition to automated refuse collection utilizing wheeled refuse carts. Questions on how to best serve apartment buildings and/or whether to provide refuse service have been topics throughout the process. In the past, the City has reached out to landlords to solicit your ideas and concerns. The City is offering another opportunity at this time.

On Monday, February 17, at 5:30 p.m., the City Council will meet as a Committee of the Whole. The meeting agenda will include discussion regarding solid waste services. The issue of service to apartment buildings with seven or more units and enactment of a voluntary cart sharing program will be addressed. Public statements will be heard regarding the proposed text amendments.

The City Administration Office and the Public Works Department also invite your written comments regarding these issues. Written feedback will be shared with the Council at the February 17<sup>th</sup> Committee of the Whole meeting. Comments can be mailed to me at the Public Works Department, 115 E. Washington, P. O. Box 3157, Bloomington, IL 61702 – 3157. Emailed feedback is also welcomed. I can be reached at [jkarch@cityblm.org](mailto:jkarch@cityblm.org). Written feedback will be accepted until the end of business on Tuesday, February 11, 2014. Any comments received will be included in the Committee of the Whole meeting packet.

On the backside of this letter, please find bullet points addressing the cart-sharing program and service to apartment buildings. Please see the January 27, 2014 Council meeting packet which includes the Council memorandum addressing Text Amendments to Chapter 21. Refuse. Visit the City's web site, [www.cityblm.org](http://www.cityblm.org), under the City Hall tab. The Council tabled this item and referred it to the February 17<sup>th</sup> Committee of the Whole meeting.

I look forward to hearing your feedback.

Sincerely,



Jim Karch, P.E. CFM  
Director of Public Works  
Public Works Department  
City of Bloomington

*"Providing good stewardship of the public infrastructure and equipment safely through competitive services and excellent customer relations."*

**Staff proposal on cart-sharing**

1. The landlord submits a written request to the Public Works Director. The Director approves it, amends it or declines it. (The Staff wants tenants to share carts through landlord cooperation. A declined proposal would likely be the result of a glaring obstacle.) There can be no more than one 95-gallon garbage cart for every two units.
2. There is no administrative fee for switching carts if they already have been delivered to the apartments.
3. Billing per unit is set at the lowest point on the City's new variable rate scale. Starting May 1, it would be \$16 per unit.

**Staff proposal on apartment service**

Staff recommends that the City discontinue offering all refuse service to apartments with more than 6 units per parcel. Landlords must make their own arrangements with a private hauler. Currently, landlords have the option – City service or private hauler. If two apartments are adjacent but on separate lots, they still qualify for City services. This pertains primarily to divided houses in older neighborhoods.

A previous proposal to eliminate service to apartments with more than 4 units was defeated by the Council.

To the best of our knowledge, the apartments currently receiving City service that would be affected by the new proposal are limited to the following:

Bloomington apartments with more than 6 units currently receiving City refuse service					
Customer's Last Name	Customer's First Name	Street No.	Street Name	ZIP	Number of Units
First Site		307	Riley Dr	617012177	23
Gruber	Ron	407	W Market St	617013874	10
Center For Human Services		702	W Mulberry St	617012858	9
Metz	Dan	602	E Grove St	617015363	9
Colburn	Andrew	408	E Monroe St	617014070	8
Arebin LLC		301	E Jefferson St	617014014	8
Redbird Property Mgmt		213	E Mulberry St	617013013	8
Young America Realty XX		2111	Todd Dr	617043634	8
Class Act Properties		1211	Orchard Rd	617042282	8
Allied Properties		622	E Walnut St	617013257	8
Moore	Deloris	613	E Empire St	617013261	7
Agnew	Gene	602	E Monroe St	617014134	7
Franzen	Harold	405	S Allin St	617014980	7
Sasil Properties LLC		314	E Locust St	617013151	7
					127

**TOTALS**  
 PROPERTIES 14  
 UNITS 127

To: <jkarch@cityblm.org>  
From: Dave Leman [REDACTED]  
Date: 02/07/2014 10:44AM  
Subject: Refuse Collection Feedback

Mr. Karch,

I received your letter dated February 4, 2014 regarding the City of Bloomington's study regarding refuse collection. Thank you for including me in the discussion. I appreciate the opportunity to provide you with my "two cents worth".

My company manages a 10-unit apartment building at 714 Arcadia in Bloomington. During 2013, we paid \$5.89 per unit per month to have the trash removed. We share a dumpster with the apartment building next to ours. The dumpster is an 8-yard container and it is emptied one time every week. Occasionally, a resident

will throw a large item (chair/couch, etc) in the dumpster. The cost (\$5.89) covers the occasional "special" removal.

We manage about 1,500 units throughout Central Illinois. Our "company-wide" average refuse removal costs are between \$4.00 and \$6.00 per unit per month.

If I understand the "Staff proposal on cart-sharing" portion of your letter, we would have to pay \$16.00 per unit for the City's refuse removal services. I assume that is per month. If so, that would be a significant increase in our costs and we would choose to not participate.

I would be happy to discuss this further if you have any questions about our position.

Thanks

Dave Leman

David B. Leman, CPA, CPM  
Leman Property Management Co.  
2807 Broadway, Suite B

Pekin, IL 61554  
(309) 347-5984 [REDACTED]  
(309) 347-5988 (fax)  
dave@midwestshelters.com

**David C. Wochner**

[REDACTED]  
Bloomington, IL 61701

Phone: (309) [REDACTED]

FAX: (309) [REDACTED]

February 11, 2014

Mr. Jim Karch  
Director of Public Works  
115 E. Washington St. PO Box 3157  
Bloomington, IL 61702-3157

Dear Mr. Karch:

I have received your letter dated February 4<sup>th</sup> relating to residential properties that are for multiple family housing. As the owner of properties at 815 N. Prairie and 503 E. Walnut I am responding with this letter because I am unable to attend the meeting on February 17<sup>th</sup>.

With reference to 815 N. Prairie, it is a six unit building that presently has seven total occupants. For the past ten to fifteen years we have never had more than three garbage cans out. I have no objection to being billed \$16.00 for each of the six units but I only need no more than four of the 35 gallon cans.

With reference to 503 E. Walnut, that property is immediately adjacent to my home and there are two tenants occupying the two units in that building. Every week, I take the garbage out and rarely do I use two cans for our house and 503 E. Walnut. Accordingly, two 35 gallon containers are perfectly adequate for that property and my home. I have no objection again to paying the monthly fee for my home and each of the two units in that building at 503.

I certainly hope that the City will continue to pick up the waste materials at both of these properties. It certainly seems to me to be economical and a benefit to the City to have a \$16.00 charge on each unit in each of those buildings and yet have only one can for 503 E. Walnut and three or four for 815 N. Prairie. That to me, seems like a no brainer.

Thank for considering this.

Sincerely,

*David C. Wochner/dg*

**From:** Jim Karch/Cityblm  
**To:** gene agnew [REDACTED]  
**Cc:** Pam McDowell/Cityblm@Cityblm, Steve Arney/Cityblm@Cityblm

**Date:** Friday, February 14, 2014 04:40PM  
**Subject:** Re: refuse collection for 602 e Monroe.

I'm sure you'll get to read about it in the paper:)

I'm Cc'ing the City Clerk's office so your comment can be included if possible in the report for Council Monday. I'm concerned at this point that it might be too late.

Thanks,

Jim

Jim Karch, P.E. CFM  
Director of Public Works  
Public Works Department  
City of Bloomington  
P.O. Box 3157  
115 East Washington Street  
Bloomington, Illinois 61702-3157  
(309)434-2225, Fax (309)434-2201  
jkarch@cityblm.org

"Providing good stewardship of the public infrastructure and equipment safely through competitive services and excellent customer relations."

-----gene agnew <[REDACTED]>-----

To: jkarch@cityblm.org  
From: gene agnew <[REDACTED]>  
Date: 02/14/2014 04:33PM  
Subject: refuse collection for 602 e Monroe.

Jim,

Sorry for the late letter. Work has ben crazy. Understand if you don't consider letter. Have 7 units and we could share 2-3 units per container. That would not be a problem. Sorry, I will be out of town on Monday. Will not be able to make the meeting. Please let me know what is decided.  
Thanks and take care Gene Agnew.

Gene Agnew  
Broker  
Prudential Snyder Real Estate  
# 1 Brickyard Drive  
Bloomington IL 61701  
[REDACTED] 309-530-0473  
webb [www.geneagnew.com](http://www.geneagnew.com)  
[REDACTED]  
fax 309-663-1380

Thanks Gene

To: Jim Karch/Cityblm@Cityblm  
From: David Hales/Cityblm  
Sent by: Kathryn Buydos/Cityblm  
Date: 02/17/2014 10:52AM  
Subject: Fw: FW: Council "committee of the whole" agenda

-----Forwarded by Kathryn Buydos/Cityblm on 02/17/2014 10:52AM -----

To: <citycouncil@cityblm.org>  
From: "Jeff" <jeff.kennedy8@frontier.com>  
Date: 02/16/2014 03:26PM  
Subject: FW: Council "committee of the whole" agenda

*(See attached file: City meeting agenda.pdf)*  
*(See attached file: 2nd Unit Garbage Collection Fees.xlsx)*

City Council,

Per Karen's request below, I would like to provide feedback on item #2 below – Shared trash carts for apartment buildings with 6 or fewer units.

I own 315 E Chestnut St, which is a 2 unit building. I purchased the home in November 1997 as an investment property, and have lived in one of the units since September 2003. In the entire time I've owned the building, I have never had more than one standard sized garbage can for the entire home. And in that time, it was exceedingly rare that the actual garbage from this home exceeded the capacity of the single can.

Since August 2010, I have only used a single 35 gallon garbage can for the house. I know that date specifically, because I received a notification from the city that it would no longer collect cans larger than 35 gallon capacity. I had been using a 65 gallon can up to then. I purchased a new, 35-gallon garbage can on August 4, 2010. Even with the 35 gallon can, this property has only exceeded that capacity in a weekly collection cycle a handful of times. Despite that very small actual usage, I am charged for 2 units.

In 2012, Karen Schmidt sought feedback regarding garbage collection fees. I shared feedback on 4.7.2012 which you can read in the attached email with the subject "RE: Comments on city budget." As you can see from my feedback, I strongly favor a usage based fee structure.

So I was very pleased to see the decision of the city to move in that direction with the announcements earlier this year that it was adopting a fee structure based on the size of the can issued by the city. However, that pleasure was quickly dashed when I called the city to order my 35 gallon cart and was told I **MUST** pay for 2 carts because my home is 2 units. So much for a use based fee structure.

I am a CPA and keep very accurate accounting records. This also helps with tax filing for the rental income. I went back in my financial records and determined the following.

Bloomington changed its garbage fee structure in October 2008. At that time, I began being charged for 2 units of garbage collection

Since October 2008, I have paid \$886.97 for garbage collection fees associated with the second unit. See the attached spreadsheet of actual charges by month since I was assessed fees for 2 units. (2<sup>nd</sup> Unit Garbage Collection Fees.xlsx)

I want to re-iterate – I firmly support paying for the services consumed. If my home required a larger bin or multiple bins, I would happily pay the amount necessary to support my **actual** use. I do not believe in subsidies, but that is exactly what I'm being forced to do by being forced to pay 1 cart per unit.

I ask each of you on the city council, if you truly support a usage based fee system (as explicitly stated on the flier that accompanied the carts upon delivery), how is my situation fair and equitable? Would you personally be pleased with shelling out an extra \$886.97 when your personal usage has been less than that of a typical single family home? Going forward, would you look forward to paying an extra \$192 a year (\$16 x 12) when your usage doesn't demand it?

Sincerely,

Jeff Kennedy

315 E Chestnut St

**From:** Karen Schmidt [mailto:karen61701@gmail.com]

**Sent:** Saturday, February 15, 2014 1:16 PM

**To:** Karen Schmidt

**Subject:** Council "committee of the whole" agenda

This coming Monday, the City Council has its Committee of the Whole meeting at 5:30. There are items on the agenda that may be of interest:

- Proposed soccer complex & community center, with request for public funding via a 1/4 cent sales tax
- Public hearing on shared trash carts for apartment buildings with 6 or fewer units
- City comprehensive plan

The agenda is attached, along with the time allotted for each item. If you have questions or feedback on any of these items, the Council is very interested to receive it. An e-mail to [citycouncil@cityblm.org](mailto:citycouncil@cityblm.org) gets your message to all the Council, the Mayor, and the City Manager.

Karen

--

Karen Schmidt  
409 E Grove St  
Bloomington IL 61701  
home: 309-829-6318  
mobile: 309-824-2257

\*\*\* eSafe scanned this email for malicious content \*\*\*

\*\*\* IMPORTANT: Do not open attachments from unrecognized senders \*\*\*

----- Message from "Jeff" <jeff.kennedy8@frontier.com> on Sat, 7 Apr 2012 11:22:51 -0600 -----

**To:** "Karen Schmidt" <karen61701@gmail.com>

**Subject:** RE: Comments on city budget

How about something like I had when I lived in Germany... Each homeowner was issued a garbage collection can by the city. They paid based on the size of the can issued. If it didn't fit in the can, the city didn't take it and you had to pay to have it removed otherwise (or wait for a week when you had less garbage). This gets to a much more equitable solution. I am tired of all the notes about these horrible landlords getting off scott free.

To save the city money of obtaining / issuing cans, they could simply require homeowners to purchase a sticker to be attached to their garbage can. The monthly fee would be based on the number of sticker issued. Then, only collect garbage disposed of in the can. All other waste would be considered bulk and would require special handling and extra charges.

Here's my landlord reality – I pay for two units of garbage collection at my 2 unit house. Each week, I have a maximum of 2 bags of garbage. Typically I have at least 1 week each month when I don't even bother taking the garbage to the curb because there is one half full bag of garbage between the two units. Every other week, my 33 gallon recycling garbage can is full. That has been my average garbage in total for my 2 units for at least the last 6 years. I require my tenants to recycle.

In addition, I use every grass clipping, yard scrap, trimming and fallen leaf as mulch and compost for my garden and flower beds. No kitchen waste goes to the curb either. So I haven't put bulk yard waste to the curb in 2 years either.

However, my neighbors (single family with multiple kids and don't recycle) usually put out 2 to 3 cans overflowing each week. They also have grass clippings, leaves and other yard waste picked up regularly. However, they only pay for one unit.

That doesn't seem very like a very use-based fee system to me!

I'm more than happy to pay the full amount for the service received. I don't believe in subsidizing the service. However, I am steadfastly opposed to paying for a service based on the number of units. It should be based on volume. That would also encourage people to recycle.

Jeff Kennedy

**From:** Karen Schmidt [mailto:karen61701@gmail.com]

**Sent:** Thursday, April 05, 2012 9:48 PM

**To:** Karen Schmidt

**Subject:** Comments on city budget

I didn't receive a lot of comments on the budget - at least compared to previous budget inquiries - but I thought you all might appreciate what feedback I received. My question was specifically directed to the increased costs for garbage collection. I continue to be interested in hearing from you; maybe these comments will trigger additional conversation.

The city budget public hearing is next Monday. If you have ideas and feedback, we hope to see you there: 7:00 p.m. at City Hall.

Karen

--

Karen Schmidt  
409 E Grove St  
Bloomington IL 61701  
home: [309-829-6318](tel:309-829-6318)  
mobile: [309-824-2257](tel:309-824-2257)

50% of Garbage collection fees on Water Bill:			I am charged for 2 units, so I only included 50% of the total garbage collection fee.
Billing Month			
Oct-08	\$	7.00	
Nov-08	\$	7.00	
Dec-08	\$	7.00	
Jan-09	\$	7.00	
Feb-09	\$	7.00	
Mar-09	\$	7.00	
Apr-09	\$	7.00	
May-09	\$	11.97	
Jun-09	\$	14.00	
Jul-09	\$	14.00	
Aug-09	\$	14.00	
Sep-09	\$	14.00	
Oct-09	\$	14.00	
Nov-09	\$	14.00	
Dec-09	\$	14.00	
Jan-10	\$	14.00	
Feb-10	\$	14.00	
Mar-10	\$	14.00	
Apr-10	\$	14.00	
May-10	\$	14.00	
Jun-10	\$	14.00	
Jul-10	\$	14.00	
Aug-10	\$	14.00	
Sep-10	\$	14.00	
Oct-10	\$	14.00	
Nov-10	\$	14.00	
Dec-10	\$	14.00	
Jan-11	\$	14.00	
Feb-11	\$	14.00	
Mar-11	\$	14.00	
Apr-11	\$	14.00	
May-11	\$	14.00	
Jun-11	\$	14.00	
Jul-11	\$	14.00	
Aug-11	\$	14.00	
Sep-11	\$	14.00	
Oct-11	\$	14.00	
Nov-11	\$	14.00	
Dec-11	\$	14.00	
Jan-12	\$	14.00	
Feb-12	\$	14.00	
Mar-12	\$	14.00	
Apr-12	\$	14.00	
May-12	\$	16.00	

Jun-12	\$	16.00
Jul-12	\$	16.00
Aug-12	\$	16.00
Sep-12	\$	16.00
Oct-12	\$	16.00
Nov-12	\$	16.00
Dec-12	\$	16.00
Jan-13	\$	16.00
Mar-13	\$	16.00
Apr-13	\$	16.00
May-13	\$	16.00
Jun-13	\$	16.00
Jul-13	\$	16.00
Aug-13	\$	16.00
Sep-13	\$	16.00
Oct-13	\$	16.00
Nov-13	\$	16.00
Dec-13	\$	16.00
Jan-14	\$	16.00
Feb-14	\$	16.00

<b>Total:</b>	<b>\$</b>	<b>886.97</b>
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