



CITY COUNCIL MEETING AGENDA

CITY COUNCIL CHAMBERS

109 E. OLIVE STREET, BLOOMINGTON, IL 61701

MONDAY, JULY 27, 2015 7:00 P.M.

- 1. Call to order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer**
- 4. Roll Call**
- 5. Public Comment**
- 6. Recognition/Appointments**
 - A. Proclamation declaring August 8, 2015 as, "Heartland Head Start Recognition Day"
 - B. Appointment of Kiasha Henry to the Cultural District Commission
 - C. Award of Certificate – Tyler J. Elston, Police Officer
 - D. Award of Certificate – Joseph M. Rizzi, Police Officer
 - E. Award of Certificate – Joshua M. Jacobs, Police Officer
 - F. Award of Certificate – Alejandro O Vasquez, Jr., Police Officer

7. "Consent Agenda"

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

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

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- A. Consideration of approving the Council Proceedings of July 13, 2015, Special Session of May 4, 2015 and Work Session Meeting of May 11, and April 27, 2015. (*Recommend that the reading of the minutes of the previous Council Proceedings of July 13, 2015, Special Session of May 4, 2015, and Work Session Meeting of May 11, and April 27, 2015 be dispensed with and the minutes approved as printed.*)
- B. Consideration of approving Bills and Payroll. (*Recommend that the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.*)
- C. Consideration of approval of an appointment to Cultural District Committee . (*Recommend that Kiasha Henry be appointed to the Cultural District Committee.*)
- D. Consideration of clarifying designated terms of appointment for the Library Trustees Appointed in April 2014. (*Recommend that the following designated terms of the Library Trustees appointed in April 2014 be approved and the records of the City be corrected to reflect said terms: (1) Brittany Cornell (5/1/14 – 4/30/17); (2) Monica Brigham (subsequently replaced by Van Miller) (5/1/14 – 4/30/17); (3) Susan O'Rourke (5/1/14 – 4/30/17); and (4) Whitney Thomas (4/14/14 – 4/30/16).*)
- E. Consideration of approving the renewal of the 2004 Variable Bond Repurchase Agreement. (*Recommend that the renewal agreement for the 2004 Bond Repurchase be approved and authorize the Mayor and City Clerk to execute all necessary documents.*)
- F. Consideration of review and analysis of Bids and Approval of a Contract with George Gildner, Inc. in the amount of \$350,000 for Emergency Utility Repair FY 2016 (Bid #2016-09). (*Recommend that the unit prices and Contract with George Gildner, Inc. for Emergency Utility Repair FY 2016 through Bid #2016-09 in the amount of \$350,000 be approved, and authorize the Mayor and City Clerk to execute the necessary documents.*)
- G. Consideration of review and analysis of Bids and Approval of a Contract with Bodine Electric of Decatur in the amount of \$50,000 for Emergency Traffic Signal Repair FY 2016 (Bid #2016-11). (*Recommend that the unit prices and Contract with Bodine Electric of Decatur for Emergency Traffic Signal Repair FY 2016 through Bid #2016-11 in the amount of \$50,000 be approved, and authorize the Mayor and City Clerk to execute the necessary documents.*)
- H. Consideration of review and analysis of Bids and Approval of a Contract with Bodine Electric of Decatur in the amount of \$150,000 for Traffic Signal Maintenance FY 2016 (Bid #2016-10). (*Recommend that the unit prices and Contract with Bodine Electric of Decatur for Traffic Signal Maintenance FY 2016 through Bid #2016-10 in the amount of \$150,000 be approved, and authorize the Mayor and City Clerk to execute the necessary documents.*)

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- I. Consideration of review and analysis of Bids and Approval of a Contract with George Gildner, Inc. in the amount of \$400,000 for Utility Maintenance FY 2016 (Bid #2016-08). *(Recommend that the unit prices and Contract with George Gildner, Inc. for Utility Maintenance FY 2016 through Bid #2016-08 in the amount of \$400,000 be approved, and authorize the Mayor and City Clerk to execute the necessary documents.)*
- J. Consideration of review and analysis of Bids and Approval of a Contract with George Gildner, Inc. in the amount of \$125,000 for Grading & Seeding FY 2016 (Bid #2016-12). *(Recommend that the unit prices and Contract with George Gildner, Inc. for Grading & Seeding FY 2016 through Bid #2016-12 in the amount of \$125,000 be approved, and authorize the Mayor and City Clerk to execute the necessary documents.)*
- K. Consideration of approving Quad County Fire Equipment to place for Disposition of Surplus a 1991 Pierce Fire Truck Vehicle on their website for auction. *(Recommend that the City allow Quad County Fire Equipment to list the surplus 1991 Pierce Fire Truck on their website.)*
- L. Consideration of approving an Agreement for Regional Planning Services with McLean County Regional Planning Commission (MCRPC) in the amount of \$54,212.00. *(Recommend that the agreement with the McLean County Regional Planning Commission (MCRPC) for the Regional Planning Services Agreement in the amount of \$54,212.00 be approved, and authorize the Mayor and City Clerk to execute the necessary documents.)*
- M. Consideration of approving an Agreement for Animal Control Warden Services with McLean County Board of Health in the amount of \$103,440. *(Recommend that the FY 2016 agreement with McLean County Board of Health in the amount of \$103,440; payable at \$8,620 per month for animal warden services be approved and authorize the Mayor and City Clerk to execute the necessary documents.)*
- N. Consideration of approving an Agreement with McLean County Board of Health for Animal Shelter in the amount of \$36,255. *(Recommend that the Agreement with McLean County Board of Health for use of the McLean County Animal Shelter in the amount of \$36,255, payable monthly in the amount of \$3,021 and authorize the Mayor and City Clerk to execute the necessary documents.)*
- O. Consideration of approving the purchase of one (1) Emergency Response Vehicle for the Fire Department using the Northwest Suburban Purchasing Cooperative Contract Number 122 from Currie Motors, Frankfort, IL in the amount of \$34,352.00. *(Recommend that the formal bidding process be waived and purchase one (1) 2015 Ford Utility Police Interceptor using*

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the Northwest Suburban Purchasing Cooperative Contract Number 122 from Currie Motors, Frankfort, IL in the amount of \$34,352.00 for the Fire Department be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)

- P. Consideration of approving an Ordinance Amendment to Chapter 29, Article XXI, Section 180 of the City Code Pertaining to the Major Butler Lot. *(Recommend that the Ordinance Amendments to Chapter 29 of the City Code be adopted, the Lot Use and Lease Agreements be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- Q. Consideration of adoption of an ordinance for Case No. V-01-15 petition requesting the approval of a vacation of a public alley and to retain a public utility easement which is located at west of Linden Street, north of Empire Street residential properties. *(Recommend that an ordinance for Case V-01-15 for the vacation of a public alley and to retain a public utility easement for land located west of Linden Street, north of Empire Street residential properties be adopted.)*
- R. Consideration of adoption of an ordinance for Case No. V-02-15 petition requesting the approval of a vacation of a public alley located west of Linden Street and North of Empire Street commercial properties. *(Recommend that an ordinance for Case V-02-15 for the vacation of a public alley for land located west of Linden Street, north of Empire Street commercial properties, be adopted.)*

8. “Regular Agenda”

- A. Consideration of denial of an Ordinance for Case No. Z-04-15 requesting the approval of a Rezoning from R-1C, Single-Family Residence District to R-2, Mixed Residence District for the property at 1314 Fell Avenue. *(Recommendation that the City Council affirm the recommendation of the Planning Commission to deny the request to rezone the property at 1314 Fell Avenue from R-1C to R-2) (Tom Dabareiner, Director of PACE, 5 Minutes Presentation, Council Discussion 10 Minutes.)*
- B. Consideration of adopting an ordinance for Case No. MPH-01-15 Petition requesting approval of a Site Plan for PMO Properties Manufactured Home Park, for the property located east of Greyhound Road approximately 220’ south of E. Hamilton Road, and approximately 7.98 acres. *(Recommend that an ordinance for Case MPH-01-15 for a Site Plan for PMO Properties Manufactured Home Park, for the property described in Exhibit A.) (Staff presentation 5 minutes, and Council discussion 10 minutes)*

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- C. Consideration of approving a Recapture Agreement with Tucci for the Construction of Improvements Beneficial to the Public in the Ewing & Evans Subdivision. *(Recommend that the Agreement Authorizing Reimbursement for the Construction of Improvements Beneficial to the Public in the Ewing & Evans Subdivision not be approved and instead a recapture agreement be presented on terms similar to the City's past practice.) (City staff and property owners presentation 15 minutes, and Council discussion 15 minutes)*

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

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CONSENT AGENDA ITEM: 7A

FOR COUNCIL: July 27, 2015

SUBJECT: Consideration of approving the Council Proceedings of July 13, 2015, Special Session of May 4, 2015 and Work Session Meeting of May 11, and April 27, 2015.

RECOMMENDATION/MOTION: That the reading of the minutes of the previous Council Proceedings of July 13, 2015, Special Session of May 4, 2015 and Work Session Meeting of May 11, and April 27, 2015 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 July 13, 2015, Special Session of May 4, 2015 and Work Session of May 11, and April 27, 2015 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: Renee Gooderham, Chief Deputy Clerk

Reviewed by: Cherry L. Lawson, City Clerk

Recommended by:

A handwritten signature in black ink, appearing to read "Cherry L. Lawson".

David A. Hales, City Manager

Attachments:

- Draft Council Proceedings for July 13, 2015
- Draft Special Session for May 4, 2015
- Draft Work Session for May 11 2015
- Draft Work Session for April 27, 2015

Motion: That the reading of the minutes of the previous Council Proceedings of July 13, 2015, Special Session of May 4, 2015 and Work Session Meeting of May 11, and April 27, 2015 be dispensed with and the minutes approved as printed.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Buragas				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower							
				Mayor Renner			



**REGULAR CITY COUNCIL MEETING SESSION
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL OF
BLOOMINGTON, ILLINOIS
MONDAY, JULY 13, 2015; 7:00 P.M.**

1. Call to order

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, July 13, 2015. The meeting was called to order by Mayor Pro-Tem Schmidt.

2. Pledge of Allegiance to the Flag

The meeting was opened by Pledging Allegiance to the flag, followed by a moment of silent prayer.

3. Remain Standing for a Moment of Silent Prayer

Mayor Pro Tem Schmidt requested those present to remain standing for a moment of silent prayer.

4. Roll Call

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

Aldermen: Kevin Lower, David Sage, Diana Hauman, Amelia Buragas, Scott Black, Joni Painter, Mboka Mwilambwe, Jim Fruin and Mayor Pro Tem Karen Schmidt.

Absent: Mayor Tari Renner.

David Hales, City Manager; Renee Gooderham, Chief Deputy Clerk; and Jeffery Jurgens, Corporate Counsel; Steve Rasmussen, Asst. City Manager; and other city staff were also present.

5. Public Comment

Mayor Pro-Tem Schmidt opened the Public Comment section of the meeting. She added that there would not be a response from the City under the Public Comment portion of the meeting.

Mayor Pro Tem Schmidt noted that fourteen (14) Comment Cards were received. She requested a motion to suspend the rules to allow more than five (5) individuals to speak.

Motion by Alderman Hauman seconded by Alderman Lower to suspend the rules to allow fourteen (14) citizens to speak during Public Comment for three (3) minutes apiece or a total of forty-two (42) minutes.

Motion carried, (viva voce).

The following individuals provided comments during Public Comment:

Fred Moore
Kirk Allen
Donna Boelen
Patricia Martin
Bruce Meeks
Judith Sterns
Josh Schmidgall
Alton Franklin
Gary Lambert
John Kraft
Jack Porter
Paula Stubblefield
Ron Schultz
Sue Feldkamp

6. Recognition/Appointments

The following was presented:

Item 6A. Proclamation declaring July 26, 2015 as, “American Disabilities Act Celebration Day.”

The following was presented:

Item 6B. Reappointment of Cindy Hansen to the Bloomington-Normal Sister City Committee (Japan).

The following was presented:

Item 6C. Oath of Office – Jonathon Powell, Firefighter.

The following was presented:

Item 6D. Oath of Office – James Ellis, Firefighter.

The following was presented:

Item 6E. Oath of Office – Nicholas Shaver, Firefighter.

The following was presented:

Item 6F. Oath of Office – Christopher Overland, Firefighter.

The following was presented:

Item 6G. Oath of Office – John Capodice, Firefighter.

7. “Consent Agenda”

Alderman Lower requested Item 7G Consideration of a Resolution approving modification to the Homefield Energy and Good Energy agreements so to obtain a 100% renewable energy level in association with municipal energy aggregation be pulled from the Consent Agenda for discussion.

Alderman Fruin requested Item 7I Consideration of approving A. Ordinance Amending the Budget for the Fiscal Year Ending April 30, 2016 in the amount \$20,000. B. Donate \$20,000 to YouthBuild of McLean County, specifically for YouthBuild’s Summer Jobs Program and Item 7J Consideration of approving a Text Amendment to Chapter 35, Section 30 of the City Code pertaining to Fingerprint Requests be pulled from the Consent Agenda for discussion.

Mayor Pro Tem Schmidt asked for a motion to move forward with the Consent Agenda with the exception of items 7G, 7I, and 7J.

Motion by Alderman Black, seconded by Alderman Painter to approve the Consent Agenda as presented with the exception of Items 7G, 7I, and 7J.

Ayes: Aldermen Sage, Lower, Hauman, Black, Fruin, Buragas, Painter and Mwilambwe.

Nays: None.

Motion carried.

Item 7A: Consideration of approving the Council Proceedings of June 22, 2015.

Motion by Alderman Black, seconded by Alderman Painter that the reading of the minutes of the previous Council Proceedings of June 22, 2015 be dispensed with and the minutes approved as printed.

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

Ayes: Aldermen Sage, Lower, Hauman, Black, Fruin, Buragas, Painter, and Mwilambwe.

Nays: None

Motion carried.

RECOMMENDATION/MOTION: That the reading of the minutes of the previous Council Proceedings of June 8, 2015 and Work Session of June 8, 2015 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 June 8, 2015 and Work Session of June 8, 2015 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 for approval.

Prepared by: Cherry Lawson, City Clerk

Recommended by:

David Hales,
City Manager

The following was presented:

Item 7B: Consideration of approving Bills and Payroll.

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

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

Ayes: Aldermen: Sage, Lower, Hauman, Black, Fruin, Buragas, Mwilambwe and Painter.

Nays: None.

Motion carried.

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.

FINANCIAL IMPACT: Total disbursements to be approved \$8,642,734.50 (Payroll total \$4,361,411.69 and Accounts Payable total \$4,281,322.81).

Respectfully submitted for Council consideration.

Prepared by: Patti-Lynn Silva, Director of Finance

Recommended by:

David Hales
City Manager

The following was presented:

Item 7C: Consideration of approval of a Reappointment to Bloomington-Normal Sister City Committee (Japan)

Motion by Alderman Black, seconded by Alderman Painter that Cindy Hansen be reappointed to the Bloomington-Normal Sister City Committee (Japan).

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

Ayes: Aldermen Sage, Lower, Hauman, Black, Fruin, Buragas Painter, and Mwilambwe.

Nays: None.

Motion carried.

RECOMMENDATION/MOTION: That Cindy Hansen be reappointed to the Bloomington-Normal Sister City Committee (Japan).

STRATEGIC PLAN LINK: Goal 4. Strong neighborhoods.

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

BACKGROUND: I ask your affirmation of the following reappointment to the Bloomington-Normal Sister City Committee (Japan):

Bloomington-Normal Sister City Committee (Japan): Cindy Hansen of 422 Standish Drive, Bloomington, IL 61704 to the Bloomington-Normal Sister City Committee (Japan). Her three (3) year term will be 5/1/15 – 4/30/18.

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

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: M. Beth Oakley, Executive Asst.

Recommended by:

Karen Schmidt
Mayor Pro-Tem

The following was presented:

Item 7D: Consideration of approving the purchase of one (1) Backhoe for the Water Transmission and Distribution Division of the Water Department in the amount of \$160,692 and that a 2004 Caterpillar 430D be declared surplus and be sold on public auction at Publicsurplus.com.

Motion by Alderman Black, seconded by Alderman Painter that the purchase of one (1) Caterpillar 430FIT Backhoe from Altorfer Inc. of East Peoria, IL using the National Joint Powers Alliance Joint Purchasing Contract No. 060311-CAT in the amount of \$160,692.00 be approved and the 2004 Caterpillar 430D be declared surplus and be sold on public auction at Publicsurplus.com, and authorize the Mayor and City Clerk to execute the necessary documents.

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

Ayes: Aldermen Sage, Lower, Hauman, Black, Fruin, Buragas, Painter, and Mwilambwe.

Nays: None.

Motion carried.

RECOMMENDATION/MOTION: Recommend that the purchase of one (1) Caterpillar 430FIT Backhoe from Altorfer Inc. of East Peoria, IL using the National Joint Powers Alliance Joint Purchasing Contract No. 060311-CAT in the amount of \$160,692.00 be approved and the 2004 Caterpillar 430D be declared surplus and be sold on public auction at Publicsurplus.com, and authorize the Mayor and City Clerk to execute the necessary documents.

STRATEGIC PLAN LINK: Objective 4 – City Services delivered in the most cost-effective, efficient manner

BACKGROUND: Water Transmission and Distribution Division of the Water Department has a 2007 John Deere 410J backhoe with 4,680 hours that is scheduled for replacement in Fiscal Year 2016. The maintenance cost to date for this unit is \$60,305.90. This unit is used in the day to day operations for repair and maintenance of the city's water system. These operations include: water main break repairs, water service repairs and replacements, and fire hydrant repairs and replacements. During snow and ice events this unit can be used to plow snow. The new unit will be equipped with a hydraulic pavement breaker, 12" bucket, 24" bucket, 36" bucket, and 48" bucket. We will retain the current 10 foot snow plow to be used on the new unit.

This purchase includes an Extended Protection Plan (EPP) for sixty (60) months or 6000 hours. The EPP provides a Caterpillar trained service technician to repair or replace any part that is found to be defective for the length of coverage. There is no travel charge. Normal wear items, misuse, and abuse is not covered. There is also a Premium Customer Service Agreement (CSA). The CSA provides a Caterpillar trained service technician to service the unit at 250 hour intervals for the first 6000 hours. This includes S.O.S. Fluid Analysis oil sampling to monitor for

excessive wear or contamination, visual inspections, and all fluid changes required by the manufacturer. The City uses these plans on heavy equipment to provide the maximum uptime of the equipment for the first five (5) years. This has been standard purchase on heavy equipment.

The replaced unit will be moved to Lake Bloomington to replace a 2004 Caterpillar 430D that has 7,085 hours and excessive wear in the backhoe and the cab is rusting out. Staff asks the 2004 Caterpillar 430D be declared surplus and be sold on public auction per City Code Chapter 16 Section 57-I.-1 at Publicsurplus.com. It is expected to bring \$28,000.00 at auction.

National Joint Powers Alliance (NJPA) is a public agency that serves as a member-focused cooperative for over 50,000 member agencies nationally. NJPA offers a multitude of cooperatively contracted products, equipment and service opportunities to education and government entities throughout the country.

FINANCIAL IMPACT: This is included in the FY 2016 Budget under the FY 2016 Capital Lease-Capital Outlay Equipment Other Than Office (40110133-72140). Stakeholders can locate this in the FY 2016 Proposed Budget Book titled “Other Funds & Capital Improvement Program” on pages 79 and 83.

Respectfully submitted for Council consideration.

Prepared by: Rob Kronos, Superintendent of Fleet Maintenance

Reviewed by: Jim Karch, PE CFM, Public Works Director
Jon C. Johnston, Procurement Manager

Reviewed by: Brett Lueschen, Interim Water Director

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

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:

David Hales
City Manager

The following was presented:

Item 7E: Consideration of approval of an Intergovernmental Agreement with the Town of Normal, the County of McLean, the McLean County Soil and Water Conservation

District and the City of Bloomington regarding the Funding of a Soil Conservationist through the McLean County Soil and Water Conservation District.

Motion by Alderman Black, seconded by Alderman Painter that the payment amount of \$70,000 per year for the three (3) years of the Intergovernmental Agreement between the Town of Normal, the County of McLean, the McLean County Soil and Water Conservation District and the City of Bloomington be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

Ayes: Aldermen Sage, Lower, Hauman, Black, Fruin, Buragas, Painter, and Mwilambwe.

Nays: None.

Motion carried.

RECOMMENDATION/MOTION: That the payment amount of \$70,000 per year for the three (3) years of the Intergovernmental Agreement between the Town of Normal, the County of McLean, the McLean County Soil and Water Conservation District and the City of Bloomington be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 2b. Quality water for long term.

BACKGROUND: The Soil Conservationist position has been funded by the City Water Department for approximately twenty-three (23) years. Prior to 2009, the agreement was renewed annually. Beginning in 2009, three (3) year agreements were approved by Council. The current proposed agreement is for an annual expenditure of \$70,000 for FY 2016, FY 2017 and FY 2018. The amount of \$70,000 has remained the same since FY 2012. In addition, McLean County and the Town of Normal joined the agreement in 2012, with annual funding amounts of \$10,000 each. The current agreement expires at the end of September 2015. Therefore, staff is requesting approval at this time to provide the governing bodies of the Town of Normal and of McLean County sufficient time to consider the agreement during their regularly scheduled meetings.

The Watershed Conservationist position has been indispensable to the Water Department. It acts as the City's liaison with producers in its drinking water reservoirs watersheds; provides grant writing to garner State, Federal and private foundation grant dollars; provides presentations to producers; provides presentations to various scientific groups; handles payments to producers in the watersheds; assists in writing of the City's watershed plans for both reservoirs; and assists in writing the Source Water Assessment for the reservoirs, in addition to numerous other tasks.

The strong foundation resulting from an established watershed conservation program fostered partnerships with other public and private organizations obtain funding for activities in our drinking water reservoirs and their watersheds in excess of 1.5 million dollars. In addition, the State has praised the City's watershed programs and lake management efforts, of which this position is a critical piece. A critical component to garnering grant dollars is the commitment to the implementation plan by the governmental entities and citizens in the watersheds of the reservoirs.

Staff therefore respectfully requests that the Council authorize the entering into an Intergovernmental Agreement between the Town of Normal, the County of McLean, the McLean County Soil and Water Conservation District and the City of Bloomington for the funding of a soil conservationist through the McLean County Soil and Water Conservation District.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: This cooperative effort would entail a commitment from the City Water Fund in the amount of \$70,000 per year for the three (3) years. The City's commitment to this Intergovernmental Agreement in year one for \$70,000 is budgeted in FY 2016. The funding is included in the Water Purification-Other Professional and Technical Services Account (50100130- 70220). Stakeholders can locate this in the FY 2016 Proposed Budget Book titled "Other Funds & Capital Improvement Program" on page 102.

Respectfully submitted for Council consideration.

Prepared by: Rick Twait, Superintendent of Purification

Reviewed by: Brett Lueschen, Interim Water Director

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

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:

David Hales
City Manager

The following was presented:

Item 7F: Consideration of approving a Resolution Establishing Prevailing Wages to be paid to Laborers, Workers, and Mechanics Engaged in Public Works with the City of Bloomington.

Motion by Alderman Black, seconded by Alderman Painter that the Resolution Establishing Prevailing Wages to be paid to Laborers, Workers and Mechanics Engaged in Public Works with the City of Bloomington be adopted.

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

Ayes: Aldermen Sage, Lower, Hauman, Black, Fruin, Buragas, Painter, and Mwilambwe.

Nays: None.

Motion carried.

RECOMMENDATION: That the Resolution Establishing Prevailing Wages to be paid to Laborers, Workers and Mechanics Engaged in Public Works with the City of Bloomington be adopted.

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 Prevailing Wage Act (820 ILCS 130/1 *et seq.*) requires that public bodies such as the City, which awards any construction contract for public work or doing such work by day labor, shall ascertain the general prevailing hourly rates of wages for employees engaged in such work, and shall require that all contractors of the City pay those wages to their workers.

The City does not ascertain its own prevailing wages and instead relies upon the calculations performed by the Illinois Department of Labor. The City Manager, on June 29, 2015, directed the posting at City Hall of the current prevailing wages for McLean County as of June 2015. These wages are further incorporated into this resolution, which also requires contractors to ascertain prevailing wages by checking with the Illinois Department of Labor and paying the most current prevailing wage. The resolution must be filed with the Department by July 15, 2015.

The resolution also requires contractors to submit to the City on a monthly basis all certified payroll records for prevailing wage work performed by contractor employees and subcontractors. The certified payroll records must include the following for each employee employed on the project: Name, Address, Telephone Number, Social Security Number, Job Classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day. The contractor shall submit these records with a signed statement that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate and that the contractor is aware that filing records known to be false is a Class B misdemeanor offense.

The Resolution contains language requiring contractors provide proof of participation in an apprenticeship program if the contract is in excess of \$100,000. The apprenticeship language was added by a past City Council and has been standard language.

The staff believes adoption of this resolution is in the best interests of the citizens of the City and recommends its passage and approval.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable. The resolution is required by state law.

FINANCIAL IMPACT: Unknown at this time.

Respectfully submitted for Council consideration.

Prepared by: Cherry L. Lawson, City Clerk

Reviewed by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David Hales, City Manager

The following was presented:

Item 7H: Consideration of approving an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2016 for the Community Development Block Grant (CDBG) in the amount of \$211,787.

Motion by Alderman Black, seconded by Alderman Painter that the Ordinance be adopted and the Budget Amendment be approved for the Community Block Development Grant in the amount of \$211,787 for Fiscal Year April 30, 2016.

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

Ayes: Aldermen Sage, Lower, Hauman, Black, Fruin, Buragas and Painter.

Nays: None.

Motion carried.

RECOMMENDATION/MOTION: Recommend that the Ordinance be adopted and the Budget Amendment be approved for the Community Block Development Grant in the amount of \$211,787 for Fiscal Year April 30, 2016.

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: State statutes require expenditures incurred within each individual fund not to exceed the appropriation amount set forth in the annual budget of an established fiscal period. In an effort to strengthen the fiscal controls of the budgetary process, City staff has prepared a budgetary amendment for the current fiscal year (FY). This action corresponds with the August 24, 2009 discussion where City staff committed to the Council that the majority of the budget amendments would be presented in the FY the expenditure occurred rather than in the proceeding FY.

In the original CDBG proposed budget presented to Council on March 23, 2015, staff estimated \$150,000 in carryover funds from the previous year. Once all FY15 projects and activities were closed, the actual carryover funds available for reprogramming was \$211,787, resulting in \$61,787 in unbudgeted funds. Carryover dollars have been allocated to already establish FY2016 budget line items within the Community Development budget as follows:

Rehabilitation Loans (22402430-79020) = \$145,000; Rehabilitation Grants (22402430-79130) = \$16,787; Demolition (22402440-70651) = \$50,000; Total = \$211,787.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable

FINANCIAL IMPACT: The revenue line item for Community Development Administration-Federal Grants (22402410-53110) will be raised by a “net” amount of \$211,787. The expenditure line items: a “net” amount of \$145,000 for Community Development Rehabilitation Loans (22402430-79020); \$16,787 for Community Development Rehabilitation Grants (22402430-79130); \$50,000 for Community Development Demolition (22402440-70651).

Respectfully submitted for Council consideration.

Prepared by: Jennifer Toney, Grants Coordinator

Reviewed by: Tom Dabareiner, Director of Community Development

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

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:

David Hales
City Manager

The following was presented:

Item 7K: Consideration of adoption of an ordinance for Case No. PS-02-15 Petition requesting approval of a Reinstated and Amended Preliminary Plan for Wittenberg Woods at Prairie Vista Phase 4, for the property located northwest of Morris Avenue and Lutz Road, consisting of approximately 14.94 acres.

Motion by Alderman Black, seconded by Alderman Painter to adopt an ordinance for Case PS-02-15 for the Amendment of a Reinstated and Amended Preliminary Plan for Wittenberg Woods at Prairie Vista Phase 4, for the property described in the “Description of the Property”.

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

Ayes: Aldermen Sage, Lower, Hauman, Black, Fruin, Buragas, Mwilambwe and Painter.

Nays: None.

Motion carried.

RECOMMENDATION/MOTION: Adopt an ordinance for Case PS-02-15 for the Amendment of a Reinstated and Amended Preliminary Plan for Wittenberg Woods at Prairie Vista Phase 4, for the property described in the “Description of the Property”.

STRATEGIC PLAN LINK: The amended preliminary plan is linked to Goal 3, Grow the Local Economy and Objective A, Retention and growth of current local businesses.

STRATEGIC PLAN SIGNIFICANCE: The reinstated and amended preliminary plan will facilitate the objective of retention of local businesses. This includes the developer as well as the building trades that will be associated with building new homes.

BACKGROUND: The preliminary plan approved for Wittenberg Woods has expired and must be reinstated before this new phase can be developed. Phases 1-3 have been developed as a single and two-family subdivision. In this phase 4 the developer intends to build only single-family homes even though two-family and single-family homes were initially planned. The proposed new lots have been modified for the single-family homes. Therefore in addition to the reinstatement the plan is also being amended. There will be no change to the location of city streets. Bach Drive will connect to Wirsing Way and Handel Drive to Lutz Road. If approved the plan would be valid for three years before expiring.

The plan provides for access to a future park through an out-lot along Handle Drive. Access to the park from the north is at the south end of Wirsing Way and through a trail on the west end of the existing Wittenberg subdivision.

PLANNING COMMISSION: This case was before the Planning Commission for a public hearing and review on June 24, 2015. Planning staff explained the proposed changes. The developer's engineer explained how the density will decrease. He stated Lutz Road is more than capable to handle the increase in traffic. He also explained how construction traffic may be able to exit directly to Morris Avenue. He explained the punch list items will be completed. The city engineer described how much of the new traffic will not be accessing Lutz Road. He also a study for improving Lutz Road is nearing completion and will recommend improvements.

No one spoke in opposition to the petition. Two citizens commented about drainage, the park, improving Lutz Road and the need to look forward at the whole picture. Written comments had also been provided to the Planning Commission concerning construction and other traffic, the dumping of construction debris and waste, improvements to Lutz Road

Staff recommended to the Planning Commission approval condition upon complying with minor modifications to notes on the plan. The developer's engineer indicated the notes have been corrected. The Planning Commission recommended approval by a vote of 8-0. This recommendation is consistent with staff's position.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph in accordance with City Code. In accordance with the Zoning Code (Ordinance No. 2006-137), courtesy copies of the Public Notice were mailed to approximately 94 property owners within 500 feet. In addition, public notice/identification signs were posted on the property.

FINANCIAL IMPACT: If the reinstated and amended preliminary plan is approved, there should be an increase in property and sales taxes for the city as the site is developed.

Respectfully submitted for Council consideration.

Prepared by: Mark Woolard, City Planner

Reviewed by: Tom Dabareiner, Director of Community Development

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:

David Hales
City Manager

The following was presented:

Item 7L: Consideration of adoption of an ordinance for Case No. PS-03-15 Petition requesting approval of a Reinstated Preliminary Plan for Fox Lake, for the property located east of Steppe Lane and south of both Pampas Lane and Savana Road, consisting of approximately 32.81 acres.

Motion by Alderman Black, seconded by Alderman Painter to adopt an ordinance for Case PS-03-15 for the Amendment of a Reinstated Preliminary Plan for Fox Lake, for the property described in the “Legal Description”.

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

Ayes: Aldermen Sage, Lower, Hauman, Black, Fruin, Buragas, Mwilambwe and Painter.

Nays: None.

Motion carried.

RECOMMENDATION/MOTION: Adopt an ordinance for Case PS-03-15 for the Amendment of a Reinstated Preliminary Plan for Fox Lake, for the property described in the “Legal Description”.

STRATEGIC PLAN LINK: The amended preliminary plan is linked to Goal 3, Grow the Local Economy and Objective A, Retention and growth of current local businesses.

STRATEGIC PLAN SIGNIFICANCE: The reinstated and amended preliminary plan will facilitate the objective of retention of local businesses. This includes the developer as well as the building trades that will be associated with building new homes.

BACKGROUND: The preliminary plan approved for Fox Lake has expired and must be reinstated before this new phase can be developed. The developer intends to continue with the building of single-family homes. The proposed lot and street layout is not changing from what was previously approved. If approved the plan would be valid for three years before expiring.

Currently there is no pedestrian access to Danbury Drive. The plan provides for a pedestrian access to Danbury Drive, the Pepper Ridge Elementary School and the adjacent subdivisions to the south. This pedestrian access will be a sidewalk located in the southeast portion of the preliminary plan between lots 96 and 97. It will provide a direct connection between the sidewalk along the extended Savanna Road and the existing sidewalk on Danbury Drive.

PLANNING COMMISSION: This case was before the Planning Commission for a public hearing and review on June 24, 2015. Planning staff explained how there is no change from what was previously approved. The developer's engineer explained how the traffic configuration is the same. He said their intent is to save those trees located along the subdivision's southern border. He explained vehicle access will be to the north and not to Danbury Drive.

No one spoke in opposition to the petition. One citizen questioned if the development will be in phases. The developer's engineer explained there will be two phases with the western half being completed first. One written comment was provided to the Planning Commission concerning preserving the southern tree line.

Staff recommended approval to the Planning Commission. The Planning Commission recommended approval by a vote of 8-0. This recommendation is consistent with staff's position.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph in accordance with City Code. In accordance with the Zoning Code (Ordinance No. 2006-137), courtesy copies of the Public Notice were mailed to approximately 122 property owners within 500 feet. In addition, public notice/identification signs were posted on the property.

FINANCIAL IMPACT: If the reinstated preliminary plan is approved, there should be an increase in property and sales taxes for the city as the site is developed.

Respectfully submitted for Council consideration.

Prepared by: Mark Woolard, City Planner

Reviewed by: Tom Dabareiner, Director of Community Development

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:

David Hales
City Manager

The following was presented:

Item 7M: Consideration of denial of an Ordinance for Case No. Z-04-15 requesting the approval of a Rezoning from R-1C, Single-Family Residence District to R-2, Mixed Residence District for the property at 1314 Fell Avenue.

Motion by Alderman Black, seconded by Alderman Painter that the City Council delay this item until the July 27, 2015 Regular City Council Meeting.

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

Ayes: Aldermen Sage, Lower, Hauman, Black, Fruin, Buragas, Mwilambwe and Painter.

Nays: None.

Motion carried.

RECOMMENDATION/MOTION: That the City Council delay this item until the July 27, 2015 Regular City Council Meeting.

STRATEGIC PLAN LINK: The denial of the rezoning is linked to Goal 4, Strong Neighborhoods and Objective A, Residents feel safe in their homes and neighborhoods, and Objective C. Preservation of property/home valuations.

STRATEGIC PLAN SIGNIFICANCE: The denial of the rezoning will facilitate the above objective A. by not increasing nuisance complaints, vandalism, congestion and traffic associated with multi-family housing. The property values of a predominately single-family neighborhood will be maintained by denying rezoning.

BACKGROUND: At its June 22, 2015 meeting, the council voted 8-0 to delay consideration of this while staff met with the petitioner to consider the range of options for the property.

RJV Properties, LLC desires the rezoning to enable the conversion of a long-vacant house to multi-family housing. The existing building is currently vacant, but more than 15 years ago it was a legal non-conforming rooming house. Legal nonconforming uses are discouraged in the Zoning Code from continuing to operate and once gone, are not permitted to return under the current code.

The property is designated low/medium density residential in the Comprehensive Plan and is inconsistent with the proposed rezoning. The existing zoning for the subject property is R-1C as well as what is to the north, south and west. Across Fell Avenue the zoning is R-1B and this is very compatible with R-1C since both districts allow single-family and do not allow multi-family. The neighborhood use is predominately single-family. The neighborhood has eight two-family and 58 single-family residences. The neighborhood contains a single 4-unit building. Thus the requested R-2 zoning district is inconsistent with the adjacent and nearby zoning and land uses.

If approved the R-2, Mixed Residence District will be a one parcel zoning district and considered a “spot zone.” Generally a zoning district should contain multiple parcels. This is to create more compatible land uses and cohesive neighborhoods.

There would be a negative impact to nearby uses from a potential multi-family use on the subject property. It would alter the character of the neighborhood as a predominately single-family and secondarily two-family neighborhood. The change would result in an increase in neighborhood density and could create an increase in noise, traffic and other nuisances in the neighborhood.

PLANNING COMMISSION: This case was before the Planning Commission for a public hearing and review on May 27, 2015. Staff explained how the rezoning is incompatible with the nearby land uses and zoning as well as create a spot zone. The petitioner explained the property’s recent history and his intention of having apartments for young professionals. Two citizens spoke in favor of the rezoning stating the previous use did not create neighborhood trouble. Six citizens spoke in opposition to and eight letters opposing the rezoning were submitted. Their comments pertained to the following: other apartment buildings have been converted to single-family and we should not go backward, the subject site was built as a single-family, and apartments are not in the interest of the neighborhood and there are other profitable options. Other opposing comments were the neighborhood is predominately single-family and if rezoned then one can do anything that is allowed in the R-2 District. They said it would be a spot zone, and it is not the fault of the neighborhood that the owner did not do his due diligence. Neighbors in opposition also stated the rezoning would diminish property values; harm the neighborhood history, beauty and cohesion; add traffic; and, create conflicts where renters are not attached to the neighborhood. The Planning Commission voted to recommend denial of the rezoning by a vote of 6-2. This recommendation is consistent with staff’s position.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph in accordance with City Code. In accordance with the Zoning Code (Ordinance No. 2006-137), courtesy copies of the Public Notice were mailed to approximately 83 property owners within 500 feet. In addition, public notice/identification signs were posted on the property.

FINANCIAL IMPACT: If the rezoning is denied there should be no change to city revenues.

Respectfully submitted for Council consideration.

Prepared by: Mark Woolard, City Planner

Reviewed by: Tom Dabareiner, Director of Community Development

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

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:

David Hales
City Manager

The following was presented:

Item 7N: Consideration of Approving the Application of Fifth Day Restaurants, LLC, d/b/a TGI Friday's, located at 9 Brickyard Dr., requesting a RAS (Restaurant, All Types of Alcohol, Sunday Sales) liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week.

Motion by Alderman Black, seconded by Alderman Painter that an RAS liquor license for Fifth Day Restaurants, LLC, d/b/a TGI Friday's, located at 9 Brickyard Dr., be approved contingent upon compliance with all applicable health and safety codes.

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

Ayes: Aldermen Sage, Lower, Hauman, Black, Fruin, Buragas, Mwilambwe and Painter.

Nays: None.

Motion carried.

RECOMMENDATION/MOTION: That an RAS liquor license for Fifth Day Restaurants, LLC, d/b/a TGI Friday's, located at 9 Brickyard Dr., be approved 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 a hearing to order on June 9, 2015, to hear the request of Fifth Day Restaurants, LLC, d/b/a TGI Friday's, located at 9 Brickyard Dr., requesting an RAS liquor license which would allow 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, Asst. Chief Wheeler, Renee Gooderham, Chief Deputy Clerk and William Torchia, a partner in the license applicant limited liability company.

William Torchia addressed the Commission. He stated that Fifth Day Restaurants, LLC operated four (4) TGI Friday's located in Peoria, Moline, Rockford and Champaign.

Commission Renner noted that the application was a change in ownership.

Commissioner Tomkins questioned whether the applicant intended to do remodeling. Mr. Torchia responded that at a later date there would be a re-imaging plan which could involve some remodeling. He stated that no major changes in the business are planned in the short term.

Motion by Commissioner Jordan, seconded by Commissioner Tompkins, that the application of Fifth Day Restaurants, LLC, d/b/a TGI Friday's, located at 9 Brickyard Dr., requesting a RAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week, be approved contingent upon compliance with all applicable health and safety codes.

Motion carried, (viva voce).

Commissioner Renner stated that this item would appear on the Council's July 13, 2015 Consent Agenda. He encouraged Mr. Torchia to attend the meeting.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on May 4, 2015 in accordance with City Code. In accordance with City Code, approximately 211 courtesy copies of the Public Notice were mailed on May 4, 2015. The matter was continued from the May 12, 2015, Liquor Commission meeting to the June 9, 2015, Liquor Commission meeting. In addition, the Agenda for the June 9, 2015, 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: The annual fee for an RAS liquor license is \$2,210.

Respectfully submitted for Council consideration.

Prepared by: Renee Gooderham, Chief Deputy Clerk

Reviewed by: George D. Boyle, Assistant Corporation Counsel

Recommended by:

Karen Schmidt
Mayor Pro Tem

The following was presented:

Item 70: Consideration of an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a wedding reception at Davis Lodge.

Motion by Alderman Black, seconded by Alderman Painter that the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on November 7, 2015 be approved and the Mayor and City Clerk authorized to execute the necessary documents.

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

Ayes: Aldermen Sage, Lower, Hauman, Black, Fruin, Buragas, Mwilambwe and Painter.

Nays: None.

Motion carried.

RECOMMENDATION/MOTION: That the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on November 7, 2015 be approved and the Mayor and City Clerk authorized to execute the necessary documents.

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

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

BACKGROUND: The Bloomington Liquor Commissioner, Tari Renner, called the Liquor Hearing to order on June 9, 2015, to hear the request of Phil Lewis and Courtney Balk Schaumburg to allow moderate consumption of alcohol at their November 7, 2015, wedding reception to be held at Davis Lodge.

Present were Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan. City staff present were Asst. Corporation Counsel, George Boyle, Asst. Chief Wheeler, Chief Deputy Clerk, Renee Gooderham and Julie Lewis, sister of Phil Lewis.

Ms. Lewis addressed the Commission. She stated that Red Bird Catering would be catering the event. Beer and wine only would be served.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that the request of Phil Lewis and Courtney Balk Schaumburg to allow moderate consumption of alcohol at their November 7, 2015 owner's meeting to be held at Davis Lodge be approved.

Motion carried, (viva voce).

Commissioner Renner stated that this item would appear on the Council's July 13, 2015 Consent Agenda. He encouraged Ms. Lewis to attend the meeting.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the June 9, 2015 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: Renee Gooderham, Chief Deputy Clerk

Reviewed by: Cherry L. Lawson, City Clerk

Reviewed by: Brett Lueschen, Interim Water Director

Reviewed by: George D. Boyle, Assistant Corporation Counsel

Recommended by:

Karen Schmidt
Mayor Pro Tem

The following was presented:

Item 7P: Consideration of an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a wedding reception at Davis Lodge.

Motion by Alderman Black, seconded by Alderman Painter that the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on August 7, 2015 be approved and the Mayor and City Clerk authorized to execute the necessary documents.

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

Ayes: Aldermen Sage, Lower, Hauman, Black, Fruin, Buragas, Mwilambwe and Painter.

Nays: None.

Motion carried.

RECOMMENDATION/MOTION: That the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on August 7, 2015 be approved and the Mayor and City Clerk authorized to execute the necessary documents.

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

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

BACKGROUND: The Bloomington Liquor Commissioner, Tari Renner, called the Liquor Hearing to order on June 9, 2015, to hear the request of Reid Plevka and Brittany Turl to allow moderate consumption of alcohol at their August 7, 2015, wedding reception to be held at Davis Lodge.

Present were Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan. City staff present were Asst. Corporation Counsel, George Boyle, Asst. Chief Wheeler, Chief Deputy Clerk, Renee Gooderham and Jeanenne Plevka sister of Reid Plevka.

Jeanenne Plevka, addressed the Commission. She stated that Double Tree would be catering the event. Beer and wine only would be served.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that the request of Reid Plevka and Brittany Turl to allow moderate consumption of alcohol at their August 7, 2015, wedding reception to be held at Davis Lodge.

Motion carried, (viva voce).

Commissioner Renner stated that this item would appear on the Council's July 13, 2015 Consent Agenda. He encouraged Ms. Plevka to attend the meeting.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the June 9, 2015 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: Renee Gooderham, Chief Deputy Clerk

Reviewed by: Brett Lueschen, Interim Water Director

Reviewed by: Cherry L. Lawson, City Clerk

Reviewed by:

George D. Boyle, Assistant Corporation Counsel

Recommended by:

Karen Schmidt
Mayor Pro Tem

Item 7G: Consideration of a Resolution approving modification to the Homefield Energy and Good Energy agreements so to obtain a 100% renewable energy level in association with municipal energy aggregation.

Alderman Lower believed there was community misinformation. He noted that the agreements did not promote renewable energy. Same was a small percentage of renewable energy. He questioned affordability. Local government should advocate for the consumer and not be involved with utility aggregation costs.

Alderman Black questioned auditing renewable energy credits (REC). Steven Rasmussen, Asst. City Manager, responded Homefield Energy could be audited. Black requested that the audits be presented to Council.

Alderman Black questioned the Resolution Section three (3) "This provision shall only apply if the overall aggregation rate is lower than the Ameren rate". Mr. Rasmussen noted that the electrical rates had minor fluctuations day to day. The base rates would be locked for three (3) years.

Alderman Hauman noted the difference between 100% renewable energy and 100% renewable energy certificates. The goal was to obtain 100% renewable energy certificates by 2025. Mr. Rasmussen noted that the state had eight percent (8%) on the grid. The original 2013 program was designed to reduce the amount that residents and small business' paid for electricity.

Alderman Lower noted that Ameren's holding company was Homefield. He believed Ameren's rate would be higher. Customers could opt out for the best rate.

Motion by Alderman Black, seconded by Alderman Painter that the resolution approving modifications to the agreements with Homefield Energy and Good Energy to reduce the City's civic contribution in exchange for achieving a 100% renewable energy level and providing staff direction on renewable energy, removing Resolution Section three (3) last sentence "This provision shall only apply if the overall aggregation rate is lower than the Ameren rate" be adopted and the City Manager be authorized to execute any related documents related to same, with amendment that agreement would be upheld regardless of Ameren rates.

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

Ayes: Aldermen Sage, Mwilambwe, Hauman, Black, Fruin, Buragas and Painter.

Nays: Alderman Lower.

Motion carried.

RECOMMENDATION/MOTION: That the resolution approving modifications to the agreements with Homefield Energy and Good Energy to reduce the City's civic contribution in exchange for achieving a 100% renewable energy level and providing staff direction on renewable energy be adopted and the City Manager be authorized to execute any related documents related to same.

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

STRATEGIC PLAN SIGNIFICANCE: 5c. Incorporation of “Green Sustainable” concepts into City development and plans.

BACKGROUND: At the April 9, 2013, consolidated election, the following public question was on the ballot:

Shall the City of Bloomington have the authority to arrange for the supply of electricity for its residential and small commercial retail customers who have not opted out of such a program?

By a vote of 53.73% to 46.27% the measure passed and the City Council became the governing authority of the City's energy aggregation group (i.e., all City residences in the Ameren service territory and all businesses in the city using less than 15,000 kilowatt hours (kWh) of electricity per year). Eligible customers who choose not to be part of the aggregation group may opt out. The customer count is approximately 17,400 Bloomington residential customers and 1,600 commercial customers. Members of the Corn Belt Energy cooperative are excluded.

By Illinois law, the City through its energy supplier, must support renewable at a ratio of 1 Renewable Energy Credit for every 10 megawatts hours used. This is achieved through purchase of Renewable Energy Credits (RECs). RECs are sold by companies that generate energy through use of renewable sources such as wind, hydro and solar. The REC system serves as a financial incentive to increase development and use of renewable sources. The purchase of RECs doesn't mean the City actually receives its electricity from a renewable source; electricity from all sources is transmitted through a common power grid. (Also, in actuality, half of this mandatory cost for renewable energy is made through an Alternative Compliance Payment to the Illinois Power Agency rather than through market purchases of RECs.)

Under the City's current contract with its energy supplier, Homefield Energy, entered into in March 2015, the State of Illinois mandated level for renewable energy is required (i.e., a ratio of 1 Renewable Energy Credit for every 10 megawatts hours used). In industry terminology, this is "10 percent renewable" designation.

When the City Council prepared for its first aggregation contract, in 2013, it voted on a floor motion that the supplier contract should include the equivalent of 1 Renewable Energy Credit for every 1 megawatt of electricity used. This ratio of 1 REC for 1 megawatt used is termed by the industry as "100 percent renewable." The motive for voluntarily achieving this designation is improving the environment and reducing carbon emissions.

In March 2015, the City entered into a three-year contract in which the renewable energy ratio is 10 percent. The 10 percent ratio was recommended at the time by Good Energy, the City's consultant, because energy prices were rising and Good Energy feared that a 100 percent contract would produce rates higher than the rates that would be posted by Ameren in May. All of the other 34 communities that entered into an agreement with Homefield Energy, also opted to utilize the 10 percent designation.

Since the latest contract was approved, Ameren's rates increased and the aggregation rates are now lower. The current Ameren rate from June to September is 5.966 cents per kWh. The projected rate for Ameren from October to May is 6.211 cents per kWh. Alternatively, the City's aggregate rate is fixed for three years (until May 2018) at 5.669 cents per kWh.

With the projected savings, the City can now consider attempting to achieve the "100 percent renewable" level. To accomplish this, the City would need to purchase approximately 125,000 RECs to raise its REC-megawatt ration from 10 percent to 100 percent. If the City Council now wants to achieve this ratio, there are a number of ways to do so. However, the recommended way would be to have the City's energy supplier, Homefield Energy, lower its "civic contribution" from \$1.00 per mWh to 30 cents per mWh and then purchase the renewable energy credits on the City's behalf. Currently, the City receives a "civic contribution" in the amount of approximately \$140,000 per year. This would lower the contribution to approximately \$40,000.

To have Homefield Energy purchase the energy credits, the City will need to amend the pricing attachment on its aggregation contract and the agreement between Good Energy and Homefield Energy. These amendments would both lower the City's "civic contribution" and direct Homefield Energy to purchase the credits on the City's behalf. According to Homefield Energy, these credits would likely be wind energy credits purchased from either Texas or California. The current credits required under the contract are Illinois RPS compliant, meaning essentially that they come from Illinois or adjacent states and are produced from certain energies like wind. However, Illinois compliant credits are significantly more expensive and cost prohibitive. That said, the purchase of the out-of-state credits accomplishes the same goal of promoting energy efficiency and sustainability.

If the City Council desires to achieve the “100 percent renewable” level but does not desire to lower its civic contribution, additional options would include: (1) engage in a process to amend the contracts and pass a surcharge of approximately 30 cents per month to the average residential customer to pay for the credits; (2) utilize an RFQ process to hire a broker to purchase RECs and pay for same out of the City’s general fund. Another option would be to establish a system under which individual customers could make arrangements with Homefield Energy to raise their individual rates to make their personal energy consumption “100 percent renewable.” City staff can provide additional details and/or discuss any of these options further if desired.

Adoption of the resolution authorizes the City Manager to execute the necessary documents with Homefield Energy and Good Energy to lower the “civic contribution” in an amount necessary to purchase the lowest cost energy credits and achieve the “100 percent renewable” designation. It also directs staff to take such further action in the future.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Illinois People’s Action.

FINANCIAL IMPACT: Lowering the “civic contribution” required in the Homefield Energy contract is expected to lower the amount donated to the City by approximately \$100,000. Approximately \$38,000 of the “civic contribution” has been used in the past for Ecology Action Center for the joint energy conservation education program and it is anticipated that will be able to continue for fiscal year 2016.

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Public Works Administration

Reviewed by: Steve Rasmussen, Asst. City Manager

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

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:

Karen Schmidt
Mayor Pro Tem

The following was presented:

Item 7I: A. Consideration of approving Ordinance Amending the Budget for the Fiscal Year Ending April 30, 2016 in the amount \$20,000. B. Donate \$20,000 to YouthBuild of McLean County, specifically for YouthBuild’s Summer Jobs Program.

Alderman Fruin questioned YouthBuild teaching residential repairs. David Hales, City Manager, responded negatively. He believed same was involved with new construction only.

Motion by Alderman Fruin seconded by Alderman Hauman that donation to YouthBuild to be specifically used to administer/fund the YouthBuild's Summer Jobs Program and approve an Ordinance Amending the Budget Ordinance (2015-18) for the Police Department in the amount of \$20,000 for Fiscal Year April 30, 2016

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

Ayes: Aldermen Sage, Lower, Hauman, Black, Fruin, Buragas, Mwilambwe and Painter.

Nays: None.

Motion carried.

RECOMMENDATION/MOTION: Donation to YouthBuild to be specifically used to administer/fund the YouthBuild's Summer Jobs Program and approve an Ordinance Amending the Budget Ordinance (2015-18) for the Police Department in the amount of \$20,000 for Fiscal Year April 30, 2016

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

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

BACKGROUND: The City Council approved receiving \$20,000 Donation from Curative Health Inc., a subsidiary of Columbia Care LLC to create summer jobs for At Risk Youth. The funds have been received from Curative Health Inc., and now staff is asking that the funds be donated to YouthBuild of McLean County, specifically for YouthBuild's Summer Jobs Program. YouthBuild's Summer Jobs Program is an established program with long standing support from the Juvenile Justice Council. With this donation, 13 additional young people between the ages of 16-18 will be able to participate and receive hands-on experience with YouthBuild's Summer Jobs Program. A total of 39 youths will be participating in the program this year of which 29 are City of Bloomington Residents (nearly 75%). The below are attached for Council's information:

- 2013 Summer Jobs Update
- 2014 Summer Jobs Update
- Program Overview
- Services Listings
- Program Schedule

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The City received a \$20,000 unbudgeted donation into the FY 2016 Budget under Police-Miscellaneous Revenue Account (10015110-57990). These funds are proposed to be donated from the FY 2016 Budget from the Police-To Other Governments and Agencies Account (10015110-75910). The proposed budget amendment will raise the revenue account and expenditure account in FY 2016 and will have a neutral effect on the FY 2016 General Fund Budget.

Respectfully submitted for Council consideration.

Prepared by: Chris Tomerlin, Budget Analyst
Reviewed by: Kenneth A. Bays, Assistant Chief of Police
Financial & budgetary review by: Carla A. Murillo, Budget Manager
Legal review by: Jeffery R. Jurgens, Corporation Counsel
Recommended by:

David Hales
City Manager

The following was presented:

Item 7J: Consideration of approving a Text Amendment to Chapter 35, Section 30 of the City Code pertaining to Fingerprint Requests.

Alderman Fruin noted that the costs associated with fingerprinting was \$12,000, revenue generated was \$6,000. He believed that fee structures should recoup the cost of tasks performed.

Motion by Alderman Fruin seconded by Alderman Hauman that the Text Amendment to Chapter 35, Section 30 of the City Code pertaining to fingerprint requests be approved, with amendment to the price per card to \$20.00.

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

Ayes: Aldermen Sage, Lower, Hauman, Black, Fruin, Buragas, Mwilambwe and Painter.

Nays: None.

Motion carried.

RECOMMENDATION/MOTION: The Text Amendment to Chapter 35, Section 30 of the City Code pertaining to fingerprint requests be approved.

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: For several years, the police department has provided fingerprinting services for various purposes to community. The current ordinance states services are available Monday through Friday, from 7:00 a.m. to 3:00 p.m. at a cost of \$10.00 per card. The proposed ordinance makes the following primary changes to the Code as it now stands:

1. Increase from \$10.00 to \$15.00 per card. This increase is more representative of the cost incurred for staff time to process fingerprints (takes approximately 15 to 20 minutes). Fingerprints are done by police officers only, and predominantly it is the desk supervisor. The approximate average of the last three years revenue from fingerprinting fees was \$6,100.00 (about 610 cards) per year, actual average staff cost is approximately \$11,990.00 per year, a difference of \$5890.00. Currently, average revenue is about 51% less than estimated annual cost. With the fee increase, projected annual revenue will be about \$9150, still about 24% less than the actual cost to provide the service. In comparison, a few private businesses in town offer fingerprinting services at a higher cost ranging from \$29.00-\$75.00, almost 100 to 500 percent more.

2. Allows the police department to set the hours this service is provided based on need and staffing. Currently, the department has a broad range of hours in which fingerprint services are conducted. The present ordinance limits this time to the day shift Monday through Friday, 7a-3p, though we still provide the service on evenings. The current hours do not account for shift change and other logistics associated with providing the service. The police department is seeking the ability to set the hours and days on an as needed basis to assure staffing and availability to the citizens. The department intends to provide services on a set number of days and hours occurring both during the day and the evening. Initial proposal will be to offer services Tuesdays and Thursdays from noon to 6pm. This allows for both day and evening hours, a convenience for citizens and permits planning by the department to provide the service without routinely having citizens wait for an available officer. This initial offering will be evaluated and adjusted as needed based on demand trends.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not Applicable.

FINANCIAL IMPACT: Based on the average of 610 cards per year, an additional \$5.00 would bring in approximately \$3,050.00 additional revenue annually.

Respectfully submitted for Council consideration.

Prepared by: Kenneth Bays, Assistant Chief of Police

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:

David Hales
City Manager

8. “Regular Agenda”

Item 8A: Consideration of approving an Ordinance Amending the Public Comment Rules at City Council Meetings for The City of Bloomington.

Jeff Jurgens, Corporation Counsel, presented two (2) options: to proceed with current Public Comment rules, or adopt an ordinance to amending same. He noted that neither option included germaneness. He requested Council guidelines.

Alderman Lower recommended Public Comment time be extended to limit the routine suspension of the rules.

Alderman Fruin recommended thirty (30) minutes. Alderman Mwilambwe questioned same, noting the fourteen (14) speakers from this evenings meeting.

Mr. Jurgens believed that other communities had a maximum thirty (30) minutes. He reminded Council that the rules could still be suspended. He suggested items where it was anticipated that the time limit would exceed those that could be held as a Public Hearing.

Alderman Black questioned the three (3) minute per speaker time limit. Mr. Jurgens stated that time limit would remain.

Mr. Hales questioned Special Sessions. Mr. Jurgens explained that there had been minimal PC. He recommended a clause specific to Special Sessions (Closed Sessions).

Alderman Black recommended PC listed after Recognition and Appointments on the agenda.

Alderman Sage questioned Boards and Commission meetings. Mr. Jurgens stated same would apply. Alderman Sage believed the fifteen (15) minute time frame for same was sufficient. Alderman Hauman echoed Alderman Sage’s comments.

Alderman Buragas questioned rule suspension guidelines. She believed that the all meetings should have the same time limit. Boards and Commission time limits could be readdressed.

Motion by Alderman Lower, seconded by Alderman Black Recommend that the Ordinance Amending the Procedures for Public Comments be approved with amendment to the total discussion time to be extended to thirty (30) minutes.

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

Ayes: Aldermen Mwilambwe, Lower, Hauman, Black, Fruin, Buragas, and Painter.

Nays: Alderman Sage.

Motion carried.

The following was presented.

Item 8B: Consideration of purchasing a replacement Video and Scoreboard System for use at the U.S. Cellular Coliseum in the amount of \$1,389,605.35.

Jim, Appio, U.S. Cellular Coliseum (USCC) Associate General Manager addressed the Council. He provided an electronics purchase history.

Phil Charleston, USCC Production Development Manager, addressed the Council. He explained the scoreboard's current condition. He noted that parts had to be replaced weekly. Repair parts were no longer available. The warranty had expired. He presented on the research he has conducted (presentation on file).

Joey Hulsebus, DAKTRONICS (DAK) Sales Representative, addressed the Council. He noted that DAK was the industry leader for LED (light-emitting diode) scoreboards. The Tampa Bay Buccaneers purchased a DAK scoreboard in 1998. DAK continued to provide support for same.

David Hales, City Manager noted the scoreboard was in the Fiscal Year 2016 budget. Staff had researched the scoreboard with a reputable life cycle. He noted that DAK was selected by The Cooperative Purchasing Network (TCPN).

Alderman Painter believed that profits from USCC should finance for score board.

Alderman Hauman questioned the financing timetable. Mr. Hales responded five (5) year for financing and maintenance.

Alderman Lower questioned compatibility with the current box seats television screens. Mr. Hulsebus responded content would be streamed through the current televisions on a different channel.

Alderman Lower believed that the purchase could be delayed. Mr. Hales stated that it was not in the city's best interest to delay. As the building owner we had a responsibility to assure the facility was in good repair and necessary technology was provided.

Alderman Lower questioned rehabilitation on the current scoreboard. Mr. Charleston responded that same was in poor condition and outdated.

Alderman Lower questioned use of a Windows 98 emulator. Mr. Charleston stated that Information Services staff had been contacted. They were unfamiliar with the software.

Alderman Mwilambwe believed the ten to twelve (10- -12) life span was too short. Mr. Hales explained DAK had been tasked to obtain the best value and maximizing longevity.

Alderman Sage questioned life expectancy. Mr. Hulsebus noted that LED lights have 100,000 hour/30 (thirty) year life span. He explained his design team worked on lasting LED technology. He noted that technology continues to evolve.

Alderman Sage questioned replacement parts. Mr. Hulsebus stated that maintenance and replacement parts were available in Illinois. He believed same would increase longevity.

Alderman Hauman questioned current technology salvage value. Mr. Charleston explained that parts transportation was more expensive than the current scoreboard value.

Alderman Hauman noted that Public Comment was received via email questioning the bid process. Mr. Hales noted that same went through a state competitive bid process.

Alderman Buragas questioned financing \$300,000 per year. Mr. Hales responded that same would be budgeted.

Alderman Buragas questioned the USCC management renewal contract. Mr. Hales explained that contract negotiations would not change the replacement necessity.

Alderman Black acknowledged the need to replace the scoreboard. He believed other city needs could be addressed. He questioned consequences. Mr. Hales responded that same could damage the USCC's reputation.

Motion by Alderman Lower to delay the purchase of a new DAKTRONICS (DAK) Video and Scoreboard System, herein described, be purchased through the TCPN (The Cooperative Purchasing Network) in the amount of \$1,389,605.35 from Contract #R5195 indefinitely.

Motion failed.

Motion by Alderman Fruin seconded by Alderman Sage that the purchase of a new DAKTRONICS (DAK) Video and Scoreboard System, herein described, be purchased through the TCPN (The Cooperative Purchasing Network) in the amount of \$1,389,605.35 from Contract #R5195 be approved and the Procurement Manager be authorized to issue a Purchase Order for same.

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

Ayes: Aldermen Sage, Hauman, Fruin, Buragas, Mwilambwe and Painter.

Nays: Aldermen Lower and Black.

Motion carried.

9. City Manager's Discussion

David Hales, City Manager requested that Jim Karch, Public Works Director of Public address the recent rainfall/flooding. Mr. Karch presented a stream gauge diagram for Sugar Creek. He noted there was a foot more water than average present in multiple gauges throughout the city. He stated that at the Committee of the Whole on Monday, July 20, 2015 he would present the storm water and sewage master plan. Mr. Hales explained updated on all the infrastructure master plans would be provided next Monday, with a report on current project fees.

10. Mayor's Discussion

Mayor Pro Tem Schmidt expressed appreciation Parks and Recreation and Cultural Arts Department for the July 4th celebration and to the sound crew for Sound America. She noted the Police Departments awards ceremony held on Friday, July 10, 2015.

11. City Aldermen's Discussion

Alderman Fruin requested more downtown redevelopment discussion reference the Front and Center block presented by Mr. Jeff Giebelhausen, Giebelhausen Group, LLC owner, at the Special Session held on May 4, 2015. He had some suggestions for the Commerce Bank.

Alderman Hauman noted that twenty – two (22) citizens attended her “Coffee with the Council” on Saturday, July 11, 2015 held at Rollingbrook Park.

12. Executive Session – Pursuant to Section 2(c) (12) of 5 ILCS 120

Mayor Pro Tem Schmidt requested motion for Executive Session. She noted that no action will be taken during same.

Motion by Alderman Painter seconded by Alderman Hauman that the Council adjourn to Executive Session. Time: 9:05 p.m.

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

Ayes: Aldermen Sage, Lower, Hauman, Black, Fruin, Buragas, Mwilambwe, and Painter.

Nays: None.

Motion carried.

13. Adjournment

Motion by Alderman Hauman seconded by Alderman Painter to reconvene Regular Meeting Session and adjourn the meeting. Time: 9:15 p.m.

Motion carried, (viva voce).

14. Notes

CITY OF BLOOMINGTON

ATTEST

Karen Schmidt, Mayor Pro Tem

Renee Gooderham, Chief Deputy Clerk

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

The Council convened in Special Session in the Council Chambers, of the City Hall Building, at 5:31 p.m., Monday, May 4, 2015.

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

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

Aldermen: Kevin Lower, David Sage, Diana Hauman, Amelia Buragas, Scott Black, Joni Painter, Mboka Mwilambwe, Karen Schmidt, Jim Fruin and Mayor Tari Renner.

City Manager David Hales, Interim City Clerk Renee Gooderham, and Corporate Counsel Jeff Jurgens were also present.

Motion by Alderman Schmidt, seconded by Alderman Hauman to change the agenda order allowing for Public Comment after the Downtown Redevelopment Proposal Presentation and allowing ten (10) citizens three (3) minutes apiece to speak for a total of thirty (30) minutes.

Motion carried, (viva voce).

Mayor Renner noted that tonight's discussion was about revitalizing the Downtown (DT). He reminded those present that same was a part of his campaign. He noted successes: bike trail connected to DT, the opening of Looking for Lincoln on Rt. 66 and the DT Revitalization Plan adopted December 2013.

Future DT revitalization required vision and continued progress towards same. He acknowledged the short term budget deficit. He believed the budget could be balanced along with investing in the future economy. He noted that a Budget Task Force would be created.

The intent was to pursue economic and development incentives with DT projects. Private investments would pay for costs. He noted that possible revenue generated from the development would pay for the bond.

Kyle Ham, Economic Development Council (EDC) CEO, addressed the Council. He reminded Council EDC's role. Tonight was an opportunity for the long term DT sustainability. The proposal was part of a long term DT revitalization strategy. DT's were iconic and powerful for cities. Revitalization could be challenging. He believed DT's assisted cities with social and economic development.

DT's were a symbol of a city's economic health, local quality of life, and pride and community history. He believed that a vital DT retains and creates employment, creating a

stronger tax base. DT's were incubators for new businesses and reduced retail sprawl. DT's were the foundation for the local economy.

Most DT's were land locked and space was at a premium. Tonight's discussion would focus on the buildings located at Front and Center heading north and the old Elks Club located at Washington and Center including the Butler parking lot located on the west side of Front and Center.

Mr. Ham requested that Council direct David Hales, City Manager to engage the project and perform due diligence.

Jeff Giebelhausen, Giebelhausen Group, LLC owner, addressed the Council. He noted his personal employment history and projects completed.

He believed the proposed project would begin to restore the DT. He believed same should be the heart of the community and benefit all citizens. He stated that cities could control their destinies, wait for state/federal government assistance or wait for developers. The later had other options for cities that offered shovel ready sites. Without these the choices were to reduce services or raise taxes. He questioned balancing short term budget deficits with the need to establish an economic base.

There were transformation opportunities. He had spoken with other developers, numerous property owners and reviewed the DT studies. He was focused on four (4) buildings: Front and Center, DUI Countermeasures, Commerce Bank and the old Elks Club.

He cited the following as shovel ready: securing land purchase agreement and understandings; developing options for relocating existing business within the DT; establishing budgets for architectural and engineering; securing abatement and demolition and backfill. This would indicate to Developers that the City was ready to engage in a Request for Proposal (RFP) process.

A shovel ready project was anticipated to cost approximately \$8.2 million. His goal was to sell the City shovel ready property. The City would then begin taking RFP's. He anticipated participating in same.

He believed the RFP should site special consideration to the DT history. He noted that Commerce Bank was listed on the national Historical Registry. The RFP should include a minimum fair market value and expected tax revenue.

PUBLIC COMMENT: Mayor Renner opened the Public Comment section of the meeting.

Charlie Moore, 20110 Shahr Lake Rd., President/CEO for the Chamber of Commerce, addressed the Council. The Chamber of Commerce (Chamber) represents more than 1000 business within McLean County. He noted that the board has no position on DT projects. A special Board meeting would be held on May 18, 2015 to discuss a current project. He noted

that approximately 300 people were interviewed and interested in the revitalization of the Bloomington-Normal area. He noted the importance of incorporating the citizen's desires.

Jamie Mathy, 611 E. Washington St., addressed the Council. He and his wife were owners of Kelly's Bakery, located at 113 N. Center St., for ten (10) years. He appreciated a DT development plan.

Donny Herrin, 1504 Julie Dr., addressed the Council. He was skeptical of developing the DT. He sympathized with DT business owners. He questioned the completed picture. He believed that further consideration was necessary.

Elizabeth Gruber, 1313 Pinehurst Ave., addressed the Council. She questioned the hotel plan. She believed the project was too risky. The city needed to balance debt and assure pensions prior to taking on such project. She believed the U.S. Cellular Coliseum (USCC), the Millar Park Zoo, and the Golf Course would suffer.

Tim Tilton Fox and Hounds Owner, located at 200 W. Monroe St., addressed the Council. He believed the development required community support prior to moving forward. He believed there were risks and gains. He believed that support was required for existing/new businesses' growth and vitality.

Alton Franklin, 508 Patterson Dr., addressed the Council. He believed Council had not learned from past mistakes. He suggested that Council remember they were community members. Same should be considered when making decisions that affect the community.

Donna Boelen, 2702 Fox Trot Trail., addressed the Council. She supported citywide business development. She believed that the DT revitalization was a risk. The city would require creative financing for the development. She requested that Council hear all project aspects prior to making a decision.

Mayor Renner noted Council would vote on continuing the project.

Hannah Alzugaray, 803 N. Lee St., addressed the Council. She noted that she would continue to reside in the city after graduation from Illinois State University. She noted the west side culture. She noted same did not have a grocery store. She believed the west side required revitalization.

Robert Miller, McLean County Chamber Chair, 4018 Rockledge Blvd., addressed the Council. He believed the proposal would provide opportunities to evaluate options and make informed decisions.

Alderman Black thanked Mr. Giebelhausen and Mr. Ham for their interest in the DT area. He believed the process encouraged future thinking. He believed more public dialogue was required prior to a final proposal. He emphasized smart fiscal choices.

Alderman Mwilambwe questioned the development process and timeline. David Hales, City Manager, stated same would require staff time. More meetings were required. There were

unknowns. More details from Mr. Giebelhausen were required. Timelines and performance standards would have to be established.

Mr. Hales questioned potential developments and revenue generated from same. Fact finding and checking that would have to be conducted in a short time period. He anticipated additional experts/specialists contracts to assist with evaluation.

Alderman Hauman noted her willingness to hear ideas and begin discussions. She believed a referendum was not the best avenue for community feedback. Informal feedback provided better response.

Alderman Schmidt thanked Mr. Giebelhausen for his creativity and energy. She questioned negotiability. Mr. Giebelhausen responded that the plans were negotiable.

Mayor Renner questioned Commerce Bank. Mr. Giebelhausen stated same would be contingent upon demolition or interior redesign.

Alderman Schmidt appreciated hearing the economic strategies that would guide Council's conversations.

Alderman Sage echoed that economic development was important. He noted that Council had to decide if the project was a priority. He questioned funding the \$8.2 million. Mr. Hales responded that funds would be borrowed. The source of revenue would be identified after the Request for Proposal (RFP) was issued and completed.

Alderman Sage questioned the accuracy of the \$8.2 million. Mr. Giebelhausen responded that various factors could increase or decrease same. He believed that that a 1 – 1 ½ % interest rate could be obtained. Long term bonds were possible.

Mayor Renner questioned bonding. Mr. Giebelhausen believed same could be accomplished without impacting the city's operating budget.

Alderman Sage requested revenue stream clarification going forward. Mr. Giebelhausen noted that hypothetical's could be estimated and proposed. He believed hypotheticals could satisfy the cost of the DT revitalization plan. He noted the estimates were not exact to the project.

Alderman Sage questioned Commerce Bank demolition, specifically pricing without demolition and/or interior redesign. Mr. Giebelhausen responded there would be hand work compared to disposal costs. Hand work was not his field of expertise.

Alderman Sage questioned parcel infrastructure needs. Mr. Giebelhausen stated that Farnsworth would provide infrastructure information and options.

Alderman Sage cited USCC infrastructural costs. He expressed fluidity concerns. Mr. Giebelhausen stated that details were being fine-tuned.

Alderman Sage requested timeline clarification. Council required time to consider all project factors. Mr. Giebelhausen noted that he was working with property owners. He believed that more time could be obtained should Council require same.

Alderman Lower believed the city did not have capital to cover a project of this magnitude. He noted the \$4 million deficit. He questioned the rush. Other demolition companies should be contacted. The city should engage developers for the project. He noted that state's economic situation. He cited other city priorities. He questioned DT concentration. He cited the hotel study presented at the February 10, 2014 Council Work Session. Same stated that a hotel within the USCC vicinity would not increase revenue. He acknowledged the desire to see the DT to flourish. Same was not revenue/tax generator.

Alderman Painter believed the way to solve the deficit was to nurture business development. She acknowledged that she had questions. She expressed the opportunity to pursue the project details.

Alderman Hauman questioned shovel ready importance. Mr. Giebelhausen stated same was critical to attracting developers.

Alderman Hauman believed there was a possibility to generate tax revenue. Council should proceed with investigating the project.

Alderman Black believed decisions made should be fact based. After establishment of facts Council could examine the proposal.

Alderman Fruin stated he was encouraged by the opportunity. He questioned staff priorities and possible delays. He questioned Commerce Bank willingness to participate. Mr. Giebelhausen stated that Commerce Bank property owners were on board with the redevelopment.

Mayor Renner believed DT options should be created.

Alderman Sage believed that more information was required. He questioned project funding sources and future revenue. Mayor Renner stated that property tax could pay for the bond. Alderman Sage noted that same was future revenue versus current expense. Mayor Renner responded that the bond payment could be retained at the project's completion.

Alderman Sage noted that taxpayers would be responsible for \$8.2 million based from potential future revenues.

Alderman Buragas believed that citizens input was important. Perspective should be maintained. DT redevelopment reflects value benefits as well as an economic benefit to the community.

Mayor Renner reminded Council meetings and open house would be conducted. Same would continue discussions on moving forward.

Motion by Alderman Black, seconded by Alderman Hauman that staff continues to pursue the DT redevelopment proposal details.

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

Nays: Alderman Lower.

Motion carried, (viva voce).

Motion by Alderman Schmidt, seconded by Alderman Black, that the meeting be adjourned. Time: 7:09 p.m.

Motion carried, (viva voce).

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Renee Gooderham
Interim City Clerk

CITY COUNCIL WORK SESSION
MEETING MINUTES
MONDAY, APRIL 27, 2015

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

Staff present: David Hales, City Manager, Stephen Rasmussen, Asst. City Manager, James Karch, Public Works Director and Renee Gooderham, Interim City Clerk.

Mayor Renner called the Work Session to order at 5:01 p.m. He noted the topic: Columbian Homes Associate Fee Waiver Request.

PUBLIC COMMENT

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

Donna Boelen, 2702 Fox Trot Trail., addressed the Council. She read from Chapter 37, Sewers, Sewage, Disposal, ETC., Section 29, Connection with Sewers within City Payment of Prorated Costs and Chapter 16, Department of Finance, Section 36A, Assessment of Interest on Past Due Accounts. Fees should be collected in advance. She believed the city had taken on f the financial risk versus the developer. Same placed fiscal stress on city infrastructural and maintenance needs.

Alderman Lower arrived at 5:05 p.m.

COLUMBIAN HOMES ASSOCIATION (CHA)

Steve Rasmussen, Asst. City Manager, addressed the Council. He stated that the Knights of Columbus (KOC), owners of CHA Subdivision, were requesting a reduction of tap on and connection fees owed. There were three (3) lots approximately 2.7 acres located on the southeast intersection of Fox Creek Rd. and Cabintown Rd. Fees due were \$175,461.89. KOC was requesting reduction to \$40,398.60.

Alderman Hauman arrived at 5:07 p.m.

Staff recommended \$80,797.20. The amount was determined by combining the lots into one (1) parcel with access to same from Fox Creek Rd. The KOC received a developer offer to build a 110 unit assisted living care facility. Development could generate property tax revenue on property not current receiving same.

Mr. Rasmussen explained the reduction would equal less funding to develop infrastructure. The parcel was undeveloped and does not generated tax revenue. The reduction could spur development.

Alderman Stearns questioned KOC's request according to Ordinance. Mr. Rasmussen responded that KOC's request would not be in compliance to the ordinance. The \$80,797.20 tap on fee would be compliance with the ordinance. Other developers would be charged additional tap on fees.

Alderman Sage noted that the parcel was three (3) lots. He believed same would require re-platting. Mr. Rasmussen responded affirmatively. Alderman Sage questioned selling the land as one (1) parcel. Mr. Rasmussen responded affirmatively. A letter would be written outlining contingencies and timelines required.

Alderman Lower noted that there was an unnamed buyer currently pursuing to purchase the property from KOC. KOC was a not for profit Catholic fraternal organization. KOC was trying to divest this property. The original plan use fell through.

Jeffrey Jurgens, Corporation Counsel stated that an agreement could be established with KOC. Same would be contingent upon the development of the parcel within three (3) years at an amount equal to the abatement. He reminded Council that there were no guarantees once the property was sold.

Alderman Lower questioned control. Mr. Jurgens explained that after the fee was abated there was no guarantee. To maintain a level of surety an agreement would have to be established.

Mr. Rasmussen emphasized that waiving the fee was pertinent to the sale. He explained that each request should be examined on a case by case basis and decisions based on the long term good of the city.

Motion by Alderman Black, seconded by Alderman Schmidt to suspend the rules and allow a representative from KOC to speak.

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

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

Nays: None.

Motion carried, (viva voce).

Tom Whalen, representative for KOC, addressed the Council. He provided a historical overview on the property. KOC purchased same and property at 1706 R.T. Dunn Dr. as possible options for KOC's home. KOC decided to build at R.T. Dunn Dr. The Fox Creek parcel was subdivided. The belief was same would create marketability. He cited the recession for not obtaining same. The property continued to cost the KOC money. There was a need for KOC to sell the property.

Alderman Fruin stated that he was an active member of the KOC. He did not attend meetings nor held officer positions. He questioned conflict to interest. Mr. Jurgens believed the city code states there could be a conflict interest if the individual was unable to render a fair/impartial decision.

Alderman Lower believed there was not a conflict of interest.

Alderman Sage questioned the potential buyer's location. Mr. Whalen stated Charleston, IL. Alderman Sage noted that the State of Illinois licensed assisted living developments. He questioned the application process. Mr. Whalen noted they own several other similar locations across the state.

Alderman Sage questioned local stakeholders. Mr. Whalen responded not to his knowledge.

Motion by Alderman Black, seconded by Alderman Schmidt, that the meeting be adjourned. Time: 5:29 p.m.

Motion carried, (viva voce).

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Renee Gooderham, Interim City Clerk

WORK SESSION
CITY COUNCIL
May 11, 2015

Council present: Aldermen, Diane Hauman, Karen Schmidt, Kevin Lower, David Sage, Jim Fruin, Joni Painter, Amelia Buragas, Mboka Mwilambwe, Scott Black and Mayor Tari Renner.

Staff present: David Hales, City Manager; Stephen Rasmussen, Asst. City Manager; David Lamb, Asst. Supt. Park Maintenance, Jim Karch, Director of Public Works and Renee Gooderham, Interim City Clerk.

Mayor Renner called the Work Session to order at 5:47 p.m.

PUBLIC COMMENT: Mayor Renner opened the Public Comment section of the meeting.

Alicia Henry, 36 Boardwalk Dr., addressed the Council. She supported the Council funding the engineering work for the Constitution Trail expansion. She believed that it was a good idea to incorporate Constitution Trail expansion.

FUTURE CONSTITUTION TRAIL EXPANISION (RFQ)

David Lamb, Asst. Supt. Park Maintenance, addressed the Council. He explained that there are three (3) bridges requiring repair. Linden St. Bridge was in immediate need of repair. The Parks, Recreation and Cultural Arts Master Plan adopted January 2010 outline an east/west Constitution Trail. Same identified the expansion as a high priority. The McLean County Greenways Plan lists same as preserving green space throughout the community. Each bridge have potential trail that would underneath.

An overpass at Linden St. would be located mid-block. Same was considered less safe. Staff recommendation was an underpass. He believed the underpass would be similar to the Washington St./Grove St. underpass. The land was maintained by BNWRD (Bloomington Normal Water Reclamation District). Construction would have the potential to link Briarwood Subdivision with city owned land.

He recommended underpass construction to extend Constitution Trail at the time of repair. He referenced two (2) existing underpasses. The expansion could be on land owned by the city. Same would provide a link to the Briarwood Subdivision.

He noted that Jersey Ave. and Cottage Ave. bridges do not require immediate repairs. Staff recommends both should be shovel ready in the event there was unexpected funding. He explained that developing the trail for the three (3) bridges would provide contiguous trail (Sugar Creek Trail) from Ewing Park to White Oak Park to Tipton Park to Towanda Barnes Rd.

The Bike Master Plan supports recreational and multi-model uses. He noted that BNWRD controls right away and there were areas along the Sugar Creek Trail that were located in the Town of Normal. He believed intergovernmental agreements would be required.

Steve Rasmussen, Asst. City Manager, requested Council direction to determine design processes.

Alderman Fruin requested an open underpass versus an enclosed due to security.

Aldermen Black and Schmidt supported the trail design in conjunction with the bridge repair.

Alderman Schmidt questioned project funding. Jim Karch, Director of Public Works, stated that the project would be funded with motor fuel tax funds as well as the RFQ (Request for Qualifications) process.

Alderman Schmidt questioned the \$900,000, if the amount was for the three (3) bridges and included design/build and underpasses. Mr. Karch clarified same was for the design of one (1).

Alderman Sage questioned the dollar difference with and without the underpass. Mr. Karch believed there was approximately a ten percent (10%) design difference.

Alderman Sage believed the expansion could qualify for multi model grants Mr. Karch responded affirmatively.

Mayor Renner noted that on the One Voice Trip Tiger grants were discussed reference integrating transportation. Same would increase the city's ranking for receiving the grant.

Alderman Sage requested investigation of possible grants. He believed same should be used prior to city funding.

Alderman Lower questioned engineering priorities. He believed other safety issues took priority over recreational. Mr. Karch responded that the department focused on opportunities. He noted that long term planning for bridges was crucial. Same required review every ten to fifteen (10 – 15) years.

Alderman Schmidt stated the bridge repair was imminent. Mr. Karch responded affirmatively.

Alderman Hauman questioned Linden St. bridge budget year. Mr. Karch responded same was in the Fiscal Year (FY) 2015 budget. He noted that MFT could be saved for anticipated bigger projects.

Alderman Buragas questioned design options. Mr. Karch stated if the trail expansion was added later same would be expensive and less safe. Alderman Buragas questioned whether this proposed project would be the safest and most economically feasible. Mr. Karch responded affirmatively. Mr. Lamb noted that pedestrian and bicycle crossing were safer at intersections.

Alderman Painter echoed Alderman Lower's concerns. She believed it was important to prepare for the future. She would support designing for an underpass now.

Alderman Lower believed that moving forward was making an assumption that the city would be able to finance the development. He stated he was not in favor of moving forward.

Alderman Mwilambwe requested a timeline. Mr. Karch stated that bridge construction was a process. Same would begin in FY17 construction season. He believed a substantial portion would be completed by FY18.

Alderman Fruin believed that there were not many safety issues, that there was already pretty good access on those paths.

Motion by Alderman Schmidt, seconded by Alderman Painter to provide conceptual support of expanding the RFQ scope of work for engineering services to include engineering for the future Constitution Trail underpasses at Linden Street, Jersey Avenue and Cottage Avenue Bridges over Sugar Creek.

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

Nays: Alderman Lower.

Motion carried.

HERSHEY RD., ARROWHEAD DR. AND CLEARWATER AVE. ON STREET PARKING ELIMINATION

Mr. Rasmussen explained that the proposal had been in progress for a period of time. There were safety concerns due to increased traffic. He requested Council direction on parking and costs.

Mr. Karch believed two (2) traffic signals were required along Hershey Rd. one on Clearwater Ave. and Arrowhead Dr. Traffic complaints had been received for decades. Hershey Rd. traffic volume was approximately 16,100 vehicles per day in 2014. The volume had continued to increase.

He reminded Council that southbound Hershey Rd. on the weekend had on street parking. Staff recommends driveway turnaround/bump outs to those residents losing same. Letters were mailed to residents impacted. Six (6) out of nine (9) residents supported same. Mr. Karch noted that construction would occurred in the summer to minimize impact to Stevenson school.

Alderman Painter thanked Mr. Karch for his work on this project. She supported the project proceeding for the safety of the residents. She noted the traffic accidents in this area.

Alderman Fruin stated his supported for this project. He believed same was similar to the turnarounds on Oakland Ave.

Alderman Lower questioned weekend collaboration with Stevenson School. Mr. Karch believed same would be a proximity issued. Alderman Lower believed the neighborhood was high density making it difficult to have a single car turnaround.

Motion by Alderman Hauman, seconded by Alderman Painter to provide conceptual support of the parking elimination.

Ayes: Aldermen: Lower, Sage, Mwilambwe, Buragas, Painter, Schmidt, Black, Hauman, and Fruin.

Nays: None.

Motion carried.

Motion by Alderman Schmidt, seconded by Alderman Hauman to adjourn Time: 6:29 p.m.

Motion carried, (viva voce).

Respectfully submitted,

Renee Gooderham
Interim City Clerk



CONSENT AGENDA ITEM: 7B

FOR COUNCIL: July 27, 2015

SUBJECT: Consideration of approving 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.

FINANCIAL IMPACT: Total disbursements to be approved \$5,327,220.50. (Payroll total \$2,304,383.71 and Accounts Payable total \$ 2,882,531.69).

Respectfully submitted for Council consideration.

Prepared by: Patti-Lynn Silva, Director of Finance

Recommended by:

David A. Hales
City Manager

Attachment:

- Bills and Payroll on file in the Clerk’s office. Also available at www.cityblm.org.
- Summary Sheet Bills and Payroll Report

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

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Buragas				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower							
				Mayor Renner			

CITY OF BLOOMINGTON FINANCE REPORT

Council of July 27, 2015

<u>PAYROLL</u> Date	Gross Pay	Employer Contribution	Totals
7/10/2015	\$ 16,653.66	-	\$ 16,653.66
7/10/2015	\$ 163.84	-	\$ 163.84
7/17/2015	\$ 266,033.87	\$ 82,015.21	\$ 348,049.08
7/23/2015	\$ 1,262,054.45	\$ 329,385.80	\$ 1,591,440.25
7/24/2015	\$ 267,091.40	\$ 80,985.48	\$ 348,076.88
Off Cycle Adjustments	\$ -	\$ -	\$ -
			\$ -
			\$ -
			PAYROLL GRAND TOTAL \$ 2,304,383.71

<u>ACCOUNTS PAYABLE</u> Date	Bank	Total	<u>PCARD</u>
7/27/2015	AP General	\$ 2,637,653.28	6/02/15 - 7/01/15 \$ 140,305.10
	AP BCPA	\$ -	PCARD GRAND TOTAL \$ 140,305.10
7/27/2015	AP Comm Devel	\$ 136,351.58	
	AP IHDA	\$ -	
7/27/2015	AP Library	\$ 53,611.12	
	AP MFT	\$ -	
07/09/15 - 07/23/15	Off Cycle Check Runs	\$ 54,915.71	
	AP GRAND TOTAL	\$ 2,882,531.69	WIRES
			Date
			Total
			\$ -
			WIRE GRAND TOTAL

TOTAL \$ 5,327,220.50

Respectfully,

Patti-Lynn Silva
Director of Finance

 CITY OF
Bloomington ILLINOIS
CONSENT AGENDA ITEM NO. 7C

FOR COUNCIL: July 27, 2015

SUBJECT: Consideration of approving an Appointment to the Cultural District Commission

RECOMMENDATION/MOTION: That Kiasha Henry be appointed to the Cultural District Commission.

STRATEGIC PLAN LINK: Goal 4. Strong neighborhoods.

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

BACKGROUND: I ask your concurrence in the appointment of:

Kiasha Henry of 702 W Mill Street, Bloomington, IL 61701 to the Cultural District Commission. Her three (3) year term will be 5/1/15 – 4/30/18. Application is on file in the Administration Office.

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

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration for approval.

Prepared by:

M. Beth Oakley, Executive Assistant

Recommended by:



Tari Renner
Mayor

Attachments: Attachment 1. Board Roster

Motion: That Kiasha Henry be appointed to the Cultural District Commission.

Motion: _____

Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Buragas				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower							
				Mayor Renner			

Cultural District Commission

Cultural Dist Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Appointment Date	Year First Appt	Email	Street	City	Zip	Home Phone	Work Phone	Cell Phone	Fax Number	Reappointment
x		Ryan	Huette	04/30/18	05/11/15	2015	ryanh@nuway.com	1502 Kickapoo Creek Rd.	Bloomington	61705	317-610-7581				
x		David	Hauman	04/30/17	04/14/14	2014	hauman48@aol.com	48 Kenfield Ct	Bloomington	61704	662-6765		838-4707		
x		Alex	Cardona	04/30/16	05/13/13	2010	alex.cardona.iowq@statefarm.com	9697 Windgate Dr	Bloomington	61705	824-2105	766-6294			
x		Roger	Elliott	04/30/16	05/13/13	2007	normalrog@aol.com	212 Doud Dr	Normal	61761	454-7524	827-6968			
x		Sherry	Galbreath	04/30/18	04/13/15	2012	sherry@solutionsbyacme.com	3 Mallard Ct	Bloomington	61704			287-1804		
x		Matthew	Giordano	04/30/18	04/13/15	2012	matthew_a_giordano@hotmail.com	2 Turtleback Ct	Bloomington	61705	661-9652		242-9004		
x		Neeraj	Joshi	04/30/16	10/14/13	2013	njoshi2@slu.edu	1 Ashling Ct	Bloomington	61704	825-6495	661-2778			
x		Mike	Kerber	04/30/16	05/13/13	2009	mkerber44@frontier.com	406 N Linden	Bloomington	61701	826-1500				
x		Jessielee	Hinshaw	04/30/18	06/0815	2015	jessielcb@hotmail.com	1410 Fell Avenue	Bloomington	61701	262-5990				
x		Carole	Ringer	04/30/16	05/13/13	2010	carole.ringer@gmail.com	110 Hawthorne Lake Dr	Bloomington	61704	663-5446	820-1650	826-0288		
x		Karen	Schmidt	04/30/17	05/12/14	2008	karen61701@gmail.com	409 E Grove	Bloomington	61701	829-6318	766-9831			
x	Chair	Vicki Lynn	Tilton	04/30/18	02/23/15	2012	vlfx@fox-n-hounds.com	200 W Monroe, #501	Bloomington	61701			242-4951		
x		Dr. Curtis	Trout	04/30/15	2012	2009	ctrout@iwu.edu	1104 S Fell	Normal	61761	888-4587	556-3315			Henry
x		Jamie	Mathy	04/30/17	05/12/14	2014	jamie.mathy@mavidea.com	611 E Washington	Bloomington	61701			706-9891		
	Staff	Tina	Salamone				tsalamone@cityblm.org					434-2764			
	Staff	Brandy	Maloney				bmaloney@cityblm.org					434-2785			

Details:

Term: 3 years

Term Limit per City Code: 3 terms/9 years

Members: 14 members

Number of members the Mayor appoints: 14

Type: Internal

City Code: Chapter 2, Section 81

Required by State Statute: No

Intergovernmental Agreements: None

Funding budgeted from COB for FY2014: None

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

Number of Vacancies: 0

Number of Expired Board Members (Blm Appointments only):

Number of Expired Board Members Eligible for Reappointment:

Appointment/Reappointment Notes:

 **CITY OF**
Bloomington **ILLINOIS**
CONSENT AGENDA ITEM NO. 7D

FOR COUNCIL: July 27, 2015

SUBJECT: Consideration of clarifying designed of terms of appointment for the Library Trustees Appointed in April 2014

RECOMMENDATION/MOTION: That the following designated terms of the Library Trustees appointed in April 2014 be approved and the records of the City be corrected to reflect said terms: (1) Brittany Cornell (5/1/14 – 4/30/17); (2) Monica Brigham (subsequently replaced by Van Miller) (5/1/14 – 4/30/17); (3) Susan O’Rourke (5/1/14 – 4/30/17); and (4) Whitney Thomas (4/14/14 – 4/30/16).

STRATEGIC PLAN LINK: Goal 4. Strong neighborhoods.

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

BACKGROUND: In the spring of 2014, there were four positions in need of appointment on the Library Board. On April 14, 2014, Brittany Cornell was re-appointed to a three-year term. At that same meeting, the Council Memo showed Whitney Thomas and Monica Brigham being appointed to three-year terms. A fourth name was submitted for a three-year term, but that name was withdrawn. Accordingly, on April 28, 2014, the fourth appointment was made, namely Susan O’Rourke. The Council Memo for this appointment also shows a three-year appointment.

Notwithstanding that all four appointments made in April 2014 were shown on the Council Memos as three-year appointments, one of the appointments was only to fill the remainder of Joni Painter’s term and should have shown an expiration of April 30, 2016. Accordingly, one of the individuals appointed in April 2014 must be given a term ending April 30, 2016.

To clarify the terms of appointment, the Mayor desires to designate the terms as follows:

TRUSTEE	TERM EXPIRATION
Brittany Cornell	4/30/17
Monica Brigham (subsequently replaced by Van Miller)	4/30/17
Susan O’Rourke	4/30/17
Whitney Thomas	4/30/16

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

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration for approval.

Prepared by:

M. Beth Oakley, Executive Assistant

Recommended by:



Tari Renner

Mayor

Attachments:

- Board Roster

Motion: That the following designated terms of the Library Trustees appointed in April 2014 be approved and the records of the City be corrected to reflect said terms: (1) Brittany Cornell (5/1/14 – 4/30/17); (2) Monica Brigham (subsequently replaced by Van Miller) (5/1/14 – 4/30/17); (3) Susan O’Rourke (5/1/14 – 4/30/17); and (4) Whitney Thomas (4/14/14 – 4/30/16).

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Buragas				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower							
				Mayor Renner			

Library Board of Trustees

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appt	Email	Street	City	Zip	HomePhone	WorkPhone	CellPhone	FaxNumber	Reappointment
x		Brittany	Cornell	04/30/17	04/14/14	2014	brittanycornell@gmail.com	2605 Binghamton Lane	Bloomington	61705			815-546-0837		resigned 6/24/15
x		Susan	O'Rourke	04/30/17	04/28/14	2014	emeraldcoaching@aol.com	2613 Kolby Ct	Bloomington	61704			287-1209		
x		Van	Miller	04/30/17	02/23/2015	2015	van.c.miller@gmail.com	5 Ridgewood Ter	Bloomington	61701		309-556-3127	847-533-8641		
x		Carol	Koos	04/30/18	04/13/15	2015	Carolkoos12@gmail.com	305 Woodland Ave	Bloomington	61701	309-830-9382	same	same		
x		Michael	Raikes	04/30/18	04/13/15	2015	mike@ibew197.org	1520 N Clinton Blvd	Bloomington	61701	309-532-0053	same	same		
x		Julian	Westerhout	04/30/16	05/26/2015	2015	westerhout@gmail.com	816 E Monroe	Bloomington	61701	309-376-8231				
x		Whitney	Thomas	04/30/16	04/14/14	2014	whitneythomas86@gmail.com	1404 W Elm St	Bloomington	61701			618-789-0755		
		Robert	Porter	04/30/18	04/27/15	2015	rporter@cwlawoffice.com	702 S Moore St.	Bloomington	61701	309-825-7293	309-828-4310			
x		Emily	Kelahan	04/30/16	05/13/13	2013	ekelahan@gmail.com	401 E Grove St	Bloomington	61701		556-3257	618-304-6937		
	Staff	Georgia	Bouda									557-8901			

Details:

Term: 3 years

Term Limit per City Code: 3 terms/9 years

Members: 9 members

Number of members the Mayor appoints: 9

Type: Internal

City Code: Chapter 25, Section 3, Section 7

Required by State Statute: Yes

Intergovernmental Agreements:

Funding budgeted from COB for FY2014:

Meetings: 3rd Tues of each month at 5:00pm - Library Quiet Reading Room

Number of Vacancies: 0

Number of Expired Board Members (Blm Appointments only):

Number of Expired Board Members Eligible for Reappointment:

Appointment/Reappointment Notes:

 **CITY OF**
Bloomington **ILLINOIS**
CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: July 27, 2015

SUBJECT: Consideration of approving the renewal of the 2004 Variable Bond Repurchase Agreement

RECOMMENDATION/MOTION: That the renewal agreement for the 2004 Bond Repurchase be approved and authorize the Mayor and City Clerk to execute all necessary documents.

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

BACKGROUND: This stand by repurchase agreement with JP Morgan is a guarantee for the remarketing of our 2004 variable rate bonds. Variable rate bonds can be redeemed by an investor anytime and need to be re-sold or re-marketed to achieve a long term investment. JP Morgan buys back bonds that cannot be re-marketed guarantying the investment. The City investment in the variable rate instrument has provided approximately \$3.0 million in interest rate savings while interest rates are at a historical low. The current agreement expires in October of this year. Without a standby repurchase agreement in place, the City runs the risk of paying for redeemed bonds which could be up to the outstanding principal estimated at \$8,977,875.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:

FINANCIAL IMPACT: JP Morgan Bank is paid 65 basis points on the outstanding principal balance quarterly estimated at \$58,000 for FY2016 and are budgeted in the 2004 Multi-Project Bond Redemption-Other Purchased Services account (30620620-70690). Stakeholders can locate this in the FY 2016 Proposed Budget Book titled “Other Funds & Capital Improvement Program” on page 67. JP Morgan fees were \$55,131.41 in FY2015.

Respectfully submitted for Council consideration.

Prepared by: Patti-Lynn Silva, Finance Director

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

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- 2004 Bond Repurchase Agreement

Motion:

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Buragas				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower							
				Mayor Renner			

July 8, 2015

Patti Lynn-Silva
Director of Finance
City of Bloomington
109 East Olive Street
Bloomington, IL 61701

Dear Patti,

JPMorgan Chase Bank, N.A. (the "Bank") is pleased to confirm its commitment to extend the Irrevocable Bond Purchase Agreement (the "Purchase Agreement") dated as of October 1, 2004, as amended from time-to-time, to the City of Bloomington of Mclean County, Illinois (the "City") on the terms and conditions set forth herein and in the Purchase Agreement.

Except as noted below, terms and conditions contained in the Purchase Agreement, amended from time-to-time, will remain the same.

- 1) The "Commitment" and "Expiration Date", as defined in Article I of the Purchase Agreement, shall be and are hereby amended as follows:

<u>New Commitment</u>	<u>New Expiration Date</u>
-----------------------	----------------------------

\$8,977,875	10/13/2016
-------------	------------

- 2) The Pricing Schedule attached to this letter shall replace the former Pricing Schedule as referenced in the definition "Applicable Fee Rate" as defined in the Purchase Agreement.

- 3) We include a new section to Article V Representations and Warranties as follows:

Section 6.0 - Compliance with Anti-Corruption Laws, Sanctions Laws and Regulations.

The Borrower is acting for itself and for no other Person or entity in requesting the issuance of the Purchase Agreement. The Borrower, its political subdivisions and affiliates and their respective officers and employees and to the knowledge of the Borrower and their respective employees and

agents are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (i) the Borrower, any political subdivision, affiliate or any of their respective directors, officers or employees, or (ii) to the knowledge of the Borrower, any agent of the Borrower or any political subdivision or affiliate that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No loans, use of proceeds or other transaction contemplated by this Agreement will violate any Anti-Corruption Law or applicable Sanctions.”

“Anti-Corruption Laws” means all laws, rules and regulations of any jurisdiction applicable to the Applicant or its political subdivisions or affiliates from time to time concerning or relating to bribery or corruption.

“Sanctioned Country” means, at any time, a country, region or territory, which is the subject or target of any Sanctions (at the time of signing the amendment, Crimea, Cuba, Iran, North Korea, Sudan and Syria).

“Sanctioned Person” means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, the United Nations Security Council, the European Union or any European Union member state, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person owned or controlled by any such Person described in clause (a) or (b) above.

“Sanctions” means all economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State.

- 4) Addition to Section 6.6 Compliance with Laws to include the following after the first sentence of the section as follows:

This includes the Anti-Corruption Laws and applicable Sanctions and the U.S.A. Patriot Act.

“USA Patriot Act” means the USA Patriot Act (Title III of Pub. L. 107-56), signed into law on October 26, 2001 (U.S.C. Section 5318), as the same may be amended, supplemented or modified from time to time.

- 5) Change in Section 6.11 Liquidity to be “The Borrower will maintain cash and liquid marketable investments, not subject to any Lien, in an amount of at least \$200,000, **measured annually as of each 4/30.**” This was changed from a semi-annual requirement.

In order to induce the Bank to enter into this amendment, the Borrower confirms that: (a) each of its representation and warranties set forth in the original Purchase Agreement is true and correct as of the date hereof, except that, to the extent any such representation or warranty is stated to relate solely to an earlier date, it confirms that such representation or warranty was true and correct as of each earlier date; b) since the April 30, 2014 Comprehensive Annual Financial Report of the Borrower, there has been no change in business, Property, prospects, condition (financial or otherwise) or results of operations of the Borrower which could have a Material Adverse Effect; and (c) no Event of Default or Unmatured Default has occurred and is continuing.

The Bank agrees to hold legal expenses related to this extension not to exceed \$3,000, which will be paid by the City. Billing will be direct from legal counsel, Foley and Lardner. Please indicate your acceptance of the commitment herein in the space below and return a copy of this commitment letter to the Bank. This commitment letter will expire at 5 p.m. on **July 31, 2015**, unless on or prior to such time the Bank shall have a copy of this commitment letter executed by the City. Upon the acceptance of this letter and evidence of proper authorization by the City, the Purchase Agreement will deem to be extended and amended pursuant to the terms and as provided by this commitment letter. A copy of this commitment letter shall be attached to the Purchase Agreement and made a part thereof effective on the date that the document is accepted and agreed to. From October 14, 2015 to the new expiration date of October 13, 2016, the pricing schedule will be based on pricing schedule provided in this agreement.

Sincerely,

JPMorgan Chase Bank, N.A.

By (Signature) _____

Name (Print): David Chan

Title: Authorized Officer

ACCEPTED AND AGREED TO:

City of Bloomington **of Mclean County, Illinois**

By (Signature): _____

Name (Print): _____

Title: _____

Date: _____

PRICING SCHEDULE

Applicable Fee Rate	Level 1 Status	Level 2 Status	Level 3 Status	Level 4 Status
Commitment Fee*	0.65%	0.70%	0.75%	1.85%

*From close to October 13, 2015, the commitment fee will remain at the Pricing Schedule set forth in the August 27, 2013 Commitment Letter which was 0.55% for Level 1 Status, 0.60% Level 2 Status, 0.65% Level 3 Status, and 1.65% for Level 4 Status. From October 14, 2015 to the New Expiration Date of October 13, 2016, the pricing schedule will be based on the above grid.

For purposes of this Schedule, the following terms have the following meanings, subject to the final paragraph of this Schedule:

“Level 1 Status” exists at any date if, on such date, the Borrower’s Moody’s Rating is Aa3 or better, the Borrower’s S&P Rating is AA- or better, and the Borrower’s Fitch Rating is Aa- or better.

“Level 2 Status” exists at any date if, on such date, the Borrower’s Moody’s Rating is A1, the Borrower’s S&P Rating is A+ and the Borrower’s Fitch Rating is A+.

“Level 3 Status” exists at any date if, on such date, the Borrower’s Moody’s Rating is A2, the Borrower’s S&P Rating is A and Fitch Rating is A.

“Level 4 Status” exists at any date if, on such date, any of the Borrower’s Ratings fall below Moody’s Rating A2, S&P Rating A and Fitch Rating A.

“Rating” means at any time, the rating issued by a rating agency and then in effect with respect to the Borrower’s senior unsecured long-term debt securities without third-party credit enhancement.

“Status” means either Level 1 Status, Level 2 Status, Level 3 Status or Level 4 Status.

The Applicable Fee Rate shall be determined in accordance with the foregoing table based on the Borrower’s Status as determined from its then-current Ratings. **In the event of a split rating, the lowest rating shall apply.** The credit rating in effect on any date for the purposes of this Schedule is that in effect at the close of business of such date. If at any time the Borrower has no Ratings, Level 4 Status shall exist.



CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: July 27, 2015

SUBJECT: Consideration of review and analysis of Bids and Approval of a Contract with George Gildner, Inc. in the amount of \$350,000 for Emergency Utility Repair FY 2016 (Bid #2016-09)

RECOMMENDATION/MOTION: That the unit prices and Contract with George Gildner, Inc. for Emergency Utility Repair FY 2016 through Bid #2016-09 in the amount of \$350,000 be approved, and authorize the Mayor and City Clerk to execute the necessary documents.

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

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

BACKGROUND: This contract includes sanitary sewer, storm sewer, force main, pump station, water main, and other City utility repairs that are emergencies. This work is beyond the capability of City crews due to the lack of necessary equipment or manpower. The budget for the Emergency Utility Repair FY 2016 contract is \$350,000. A list of projects completed and in progress under the previous fiscal year contract is attached.

Bids for the Emergency Utility Repair FY 2016 contract were received until 1:30 p.m. Monday, July 13, 2015, in the office of the City Clerk. Two (2) bids were received and opened in the City Council Chambers. A bid tabulation is attached. Since the project involves maintenance of City utilities throughout the current fiscal year and all maintenance locations are not currently known, a contract for the entire budget amount will be awarded.

George Gildner, Inc.	\$ 274,500.00	Low Bid
Stark Excavating, Inc.	\$ 278,625.00	
Budget		
Storm Water	\$ 100,000.00	
Sanitary Sewer	\$ 200,000.00	
Water	<u>\$ 50,000.00</u>	
Total Budget	\$ 350,000.00	

The number of bidders for this project increased from one (1) in FY 2015 to two (2) in FY 2016. The table below outlines differences in the hourly rates received in FY 2016 and FY 2015. As shown, several of the low bidder hourly rates were reduced, thereby providing an economic benefit to the City.

<u>Labor / Item</u>	<u>FY 2016 Hourly Rate *</u>	<u>FY 2015 Hourly Rate *</u>	<u>Difference (FY16 - FY 15)</u>
Cement Mason	\$67.00	\$65.00	\$2.00
Laborer	\$71.00	\$73.25	-\$2.25
Operating Engineer	\$81.00	\$90.00	-\$9.00
Plumber	\$80.00	\$75.00	\$5.00
Truck Driver	\$58.00	\$72.00	-\$14.00

* Hourly Rates are those of the Low Bidder.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on June 29 and July 6, 2015, and a pre-bid meeting was held at 10:00 a.m. on July 6, 2015, in the Public Works Department Conference Room.

FINANCIAL IMPACT: The City has \$350,000 included in the FY 2016 Budget for Emergency Utility Repair. \$50,000 is included in the Water Transmission & Distribution-Repair/Maintenance Infrastructure Account (50100120-70550), \$200,000 in the Sanitary Sewer-Emergency Sanitary Sewer Account (51101100-70551) and \$100,000 in the Storm Water-Emergency Storm Sewer Account (53101100-70552). Stakeholders can locate these in the FY 2016 Proposed Budget Book titled “Other Funds & Capital Improvement Plan” on pages 100, 112 and 119 respectively.

Respectfully submitted for Council consideration.

Prepared by: Robert D. Yehl, P.E., Assistant City Engineer

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

Reviewed by: Steve Rasmussen, ICMA-CM, Assistant City Manager

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

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales

City Manager

Attachments:

- Bid Tabulation
- Agreement
- Prior Year Project Listing

Motion:

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Buragas				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower							
				Mayor Renner			

CITY OF BLOOMINGTON
EMERGENCY UTILITY REPAIR FY 2016

PROJECT NO. CITY # 50-18-53005-16-01
 CITY BID NO. 2016-09

Bid Opening Date: 07/13/2015
 Bid Opening Time: 1:30 pm
 PREPARED BY: Robert Yehl
 LOW BID

Attended By: Andrew Coffey
 Robert Yehl
 Ward Snarr

BID TABULATION

BID TABULATION			<i>ENGINEERS ESTIMATE</i>		George Gildner, Inc.		Stark Excavating, Inc.	
LABOR / ITEM	UNIT	APPROX QTY	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL
CEMENT MASON	HR	375	\$75.00	\$28,125.00	\$67.00	\$25,125.00	\$68.00	\$25,500.00
LABORER	HR	1500	\$75.00	\$112,500.00	\$71.00	\$106,500.00	\$72.25	\$108,375.00
OPERATING ENGINEER	HR	1125	\$85.00	\$95,625.00	\$81.00	\$91,125.00	\$83.00	\$93,375.00
PLUMBER	HR	375	\$85.00	\$31,875.00	\$80.00	\$30,000.00	\$76.00	\$28,500.00
TRUCK DRIVER	HR	375	\$65.00	\$24,375.00	\$58.00	\$21,750.00	\$61.00	\$22,875.00
				TOTALS	\$292,500.00		\$274,500.00	\$278,625.00

AGREEMENT

THIS AGREEMENT, Made and entered into this **27th day of July, 2015**, by and between, **George Gildner, Inc.**, first party, also hereinafter referred to as "Contractor", and the City of Bloomington, a municipal corporation, second party.

WITNESSETH:

THAT WHEREAS, the City of Bloomington, did on **June 29, 2015 and July 6, 2015**, by advertisement, call for bids for furnishing all labor and material for the construction of **EMERGENCY UTILITY REPAIR FY 2016** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **July 13, 2015**, submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **EMERGENCY UTILITY REPAIR FY 2016** on file in the office of the City Engineer of said City. A copy of which specifications, plans and profiles of said improvement on file in the City Engineer's Office are hereby referred to and made a part hereof by reference, and said first party being the lowest responsible bidder was awarded the contract for the construction of the said improvement, which bid of said Contractor is hereto attached and made a part hereof.

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

And it is also understood and agreed that the Proposal Package, Specifications, Special Provisions, Contractor's Proposal, Contract Bond and Project Addenda hereto attached, and the Plans for **EMERGENCY UTILITY REPAIR FY 2016** are all essential documents of this contract and are a part hereof.

IT IS FURTHER AGREED that said Contractor will furnish a bond to the City of Bloomington in the penal sum of **\$350,000 Dollars** executed by said contractor and at least two responsible persons as sureties or by some surety company satisfactory to the said City of Bloomington and the City Council, as a guarantee that said Contractor faithfully will perform the work in accordance with this agreement.

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

IT IS FURTHER AGREED that said Contractor shall complete all work at each repair location per the Special Provisions.

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF the said first party has hereunto set his hand and seal, and the City of Bloomington has caused this agreement to be signed by its Mayor, its corporate seal to be attached, and said signing and sealing to be attested by its City Clerk on the day and year first above written.

(Seal)

ATTEST;

City Clerk

CITY OF BLOOMINGTON

By: _____
MAYOR TARI RENNER

WITNESS:

CONTRACTOR (Seal)

George Gildner, Inc.

FY2015 EMERGENCY UTILITY REPAIR

PROJECT DESCRIPTION	FUNDING	START DATE	END DATE	PROJECT COSTS			
				WATER	SEWER	STORM WATER	
704 Douglas St Invoice #58950	SEWER	7/16/2014	7/17/2014		\$11,551.07		
1309 W. Locust St. #59056	STORM	7/24/2014	7/28/2014			\$12,661.99	
Temp Parking Lot Invoice #58775	STORM	8/26/2014	8/26/2014			\$1,569.36	
803 S. Center St Invoice #58772	SEWER	8/5/2014	8/7/2014		\$9,064.43		
113 & 114 Magoun St. Invoice #58949	STORM	8/14/2014	9/4/2014			\$3,541.80	
113 & 114 Magoun St. Invoice #58951	STORM	8/15/2014	9/4/2014			\$16,777.83	
Locust & Main St. Invoice #58769	SEWER	7/9/2014	7/10/2014		\$19,416.60		
Locust & Main St. Invoice #58770	SEWER	7/11/2014	7/16/2014		\$11,256.30		
Main & MacArthur St.Repair Invoice #58773	SEWER	9/23/2014	9/25/2014		\$14,490.18		
Williamsburg Inlet Repair Invoice #58774	STORM	10/2/2014	10/22/2014			\$6,571.83	
1021 E. Washington Invoice #58771	SEWER	7/21/2014	7/24/2014		\$14,263.43		
2205 E.Washington St. Invoice #58982	WATER	11/14/2014	11/14/2014	\$1,989.08			
Evergreen Lake Bridge Sluice Gate Invoice #59096	WATER	12/10/2014	12/10/2014	\$2,697.55			
Lake Bloomington Water Plant Gas Repair #59324	WATER	1/5/2015	1/12/2015	\$18,866.99			
110 Fairview Reimbursement Invoice #59514	SEWER	4/3/2015	4/3/2015		\$15,012.25		
Trinity Lane Water Valve	WATER	4/22/2015	4/22/2015	\$601.40			
201 East St. Sewer	SEWER	1/30/2015	3/11/2015		\$23,623.14		
West Market St. Sewer / Sidewalk	SEWER / STORM	12/11/2014	5/20/2015		\$80,000.00	\$46,023.67	
610 E Market	STORM	In Progress - See Note Below				\$15,000.00	
611 E Market	STORM	In Progress - See Note Below				\$15,000.00	
612 E Market (on Clayton St)	STORM	In Progress - See Note Below				\$15,000.00	
712 E Market	STORM	In Progress - See Note Below				\$20,000.00	
810 E Market	STORM	In Progress - See Note Below				\$15,000.00	
814 E Market	STORM	In Progress - See Note Below				\$15,000.00	
817 E Market	STORM	In Progress - See Note Below				\$15,000.00	
MH on Cornelius Dr. bring to grade	SEWER	In Progress - See Note Below			\$1,000.00		
Madison & Front Street Sewer Repair	STORM / WATER	In Progress - See Note Below		\$5,000.00		\$25,000.00	
Farm Bureau Detention Basin - Pump Removal	STORM	In Progress - See Note Below				\$1,500.00	
McLean / Market Street Sewer Repair	STORM	In Progress - See Note Below				\$50,000.00	
				FUND TOTALS	\$29,155.02	\$199,677.40	\$273,646.48
				CONTRACT TOTAL			\$502,478.90

Note - Projects indicated as In Progress are those that have been assigned to the contractor but final invoicing has not been received. The costs indicated for these projects are estimates and will change upon receipt of invoices.



CONSENT AGENDA ITEM NO. 7G

FOR COUNCIL: July 27, 2015

SUBJECT: Consideration of review and analysis of Bids and Approval of a Contract with Bodine Electric of Decatur in the amount of \$50,000 for Emergency Traffic Signal Repair FY 2016 (Bid #2016-11).

RECOMMENDATION/MOTION: That the unit prices and Contract with Bodine Electric of Decatur for Emergency Traffic Signal Repair FY 2016 through Bid #2016-11 in the amount of \$50,000 be approved, and authorize the Mayor and City Clerk to execute the necessary documents.

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

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

BACKGROUND: This contract includes traffic signal mast arm, controller and other signal equipment repairs or replacements that are emergencies, and other related emergency work on City electric and traffic signal facilities. Emergencies primarily include signal equipment damage or knockdowns from accidents or storms. This work is beyond the capability of City crews due to the lack of necessary equipment or manpower. The budget for the Emergency Traffic Signal Repair FY 2016 contract is \$50,000. A list of projects completed and in progress under the previous fiscal year contract is attached.

Bids for the Emergency Traffic Signal Repair FY 2016 contract were received until 1:30 p.m. Monday, July 13, 2015, in the office of the City Clerk. Two (2) bids were received and opened in the City Council Chambers. A bid tabulation is attached. Since the project involves maintenance of City utilities throughout the current fiscal year and all maintenance locations are not currently known, a contract for the entire budget amount will be awarded.

The addenda issued for this project indicates the requirement for prospective bidders to sign and return acknowledgment of receipt of the addenda to the City prior to submission of their proposal and to include a signed complete copy of the addendum in their proposal submission. The addenda further indicates that failure to perform either of these may be grounds for rejection of the prospective bidder's proposal.

The proposal submitted by Bodine Electric of Decatur did not include a complete copy of the addenda as required and outlined in the project instruction to bidders and within the addenda itself. Bodine Electric of Decatur submitted their addendum acknowledgement via email to City staff prior to the proposal submittal date. Given that Bodine Electric of Decatur submitted acknowledgement of the addenda prior to the proposal submittal date and that the addenda only

provided general information, Staff recommends waiving the technicality associated with Bodine of Decatur not submitting complete copies of the addendum in their proposal booklets.

Bodine Electric of Decatur	\$ 23,001.75	Low Bid
Champaign Signal and Lighting	\$ 25,175.00	
Budget	\$ 50,000.00	

The number of bidders for this project increased from one (1) in FY 2015 to two (2) in FY 2016, including a company that had not previously submitted a bid for a City project. The table below outlines differences in the hourly rates received in FY 2016 and FY 2015. As shown, one of the low bidder hourly rates was reduced, thereby providing an economic benefit to the City.

<u>Labor / Item</u>	<u>FY 2016 Hourly Rate *</u>	<u>FY 2015 Hourly Rate *</u>	<u>Difference (FY16 - FY 15)</u>
Electrician	\$115.00	\$160.00	-\$45.00
Laborer	\$0.01	\$0.01	\$0.00
Operating Engineer	\$0.01	\$0.01	\$0.00
Truck Driver	\$0.01	\$0.01	\$0.00

* Hourly Rates are those of the Low Bidder.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on June 29 and July 6, 2015, and a pre-bid meeting was held at 10:00 a.m. on July 6, 2015, in the Public Works Department Conference Room.

FINANCIAL IMPACT: The City has \$50,000 included in the FY 2016 Budget for Emergency Traffic Signal Repair in the Engineering-Contracted Traffic Signal Account (10016210-70662). Stakeholders can locate this in the FY 2016 Proposed budget Book titled “Budget Overview & General Fund” on page 304.

Respectfully submitted for Council consideration.

Prepared by: Robert D. Yehl, P.E., Assistant City Engineer

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

Reviewed by: Steve Rasmussen, ICMA-CM, Assistant City Manager

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

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Bid Tabulation
- Agreement
- Prior Year Project Listing

Motion: That the unit prices and Contract with Bodine Electric of Decatur for Emergency Traffic Signal Repair FY 2016 through Bid #2016-11 in the amount of \$50,000 be approved, and authorize the Mayor and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Buragas				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower							
				Mayor Renner			

CITY OF BLOOMINGTON
EMERGENCY TRAFFIC SIGNAL REPAIR FY 2016

PROJECT NO. CITY # 50-17-53005-16-01
 CITY BID NO. 2016-11

Bid Opening Date: 07/13/2015

Attended By: Andrew Coffey

Bid Opening Time: 1:30 pm

Robert Yehl

PREPARED BY: Robert Yehl

Ward Snarr

LOW BID

BID TABULATION

LABOR / ITEM	UNIT	APPROX QTY	<i>ENGINEERS ESTIMATE</i>		Bodine Electric of Decatur		Champaign Signal & Lighting	
			RATE	TOTAL	RATE	TOTAL	RATE	TOTAL
ELECTRICIAN	HR	200	\$120.00	\$24,000.00	\$115.00	\$23,000.00	\$125.00	\$25,000.00
LABORER	HR	75	\$75.00	\$5,625.00	\$0.01	\$0.75	\$1.00	\$75.00
OPERATING ENGINEER	HR	50	\$85.00	\$4,250.00	\$0.01	\$0.50	\$1.00	\$50.00
TRUCK DRIVER	HR	50	\$65.00	\$3,250.00	\$0.01	\$0.50	\$1.00	\$50.00
TOTALS				\$37,125.00		\$23,001.75		\$25,175.00

AGREEMENT

THIS AGREEMENT, Made and entered into this **27th day of July, 2015**, by and between, **Bodine Electric of Decatur**, first party, also hereinafter referred to as "Contractor", and the City of Bloomington, a municipal corporation, second party.

WITNESSETH:

THAT WHEREAS, the City of Bloomington, did in **June 29, 2015 and July 6, 2015**, by advertisement, call for bids for furnishing all labor and material for the construction of **EMERGENCY TRAFFIC SIGNAL REPAIR FY 2016** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **July 13, 2015**, submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **EMERGENCY TRAFFIC SIGNAL REPAIR FY 2016** on file in the office of the City Engineer of said City. A copy of which specifications, plans and profiles of said improvement on file in the City Engineer's Office are hereby referred to and made a part hereof by reference, and said first party being the lowest responsible bidder was awarded the contract for the construction of the said improvement, which bid of said Contractor is hereto attached and made a part hereof.

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

And it is also understood and agreed that the Proposal Package, Specifications, Special Provisions, Contractor's Proposal, Contract Bond and Project Addenda hereto attached, and the Plans for **EMERGENCY TRAFFIC SIGNAL REPAIR FY 2016** are all essential documents of this contract and are a part hereof.

IT IS FURTHER AGREED that said Contractor will furnish a bond to the City of Bloomington in the penal sum of **\$50,000 Dollars** executed by said contractor and at least two responsible persons as sureties or by some surety company satisfactory to the said City of Bloomington and the City Council, as a guarantee that said Contractor faithfully will perform the work in accordance with this agreement.

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

IT IS FURTHER AGREED that said Contractor shall complete all work at each repair location per the Special Provisions.

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF the said first party has hereunto set his hand and seal, and the City of Bloomington has caused this agreement to be signed by its Mayor, its corporate seal to be attached, and said signing and sealing to be attested by its City Clerk on the day and year first above written.

(Seal)

ATTEST;

City Clerk

CITY OF BLOOMINGTON

By: _____
MAYOR TARI RENNER

WITNESS:

CONTRACTOR (Seal)

Bodine Electric of Decatur

FY2015 EMERGENCY TRAFFIC SIGNAL REPAIR

<u>PROJECT DESCRIPTION</u>	<u>START DATE</u>	<u>END DATE</u>	<u>PROJECT COSTS</u>
Empire & Towanda Handhole	3/2/2015	3/3/2015	\$6,697.69
MS SEDCO & Equipment	6/3/2015	6/3/2015	\$20,613.75
Video Detection Cameras & Equipment	In Progress - See Note Below		\$30,000.00
	CONTRACT TOTAL		\$57,311.44

Note - Projects indicated as In Progress are those that have been assigned to the contractor but final invoicing has not been received. The costs indicated for these projects are estimates and will change upon receipt of invoices.



CONSENT AGENDA ITEM NO. 7H

FOR COUNCIL: July 27, 2015

SUBJECT: Consideration of review and analysis of Bids and Approval of a Contract with Bodine Electric of Decatur in the amount of \$150,000 for Traffic Signal Maintenance FY 2016 (Bid #2016-10).

RECOMMENDATION/MOTION: That the unit prices and Contract with Bodine Electric of Decatur for Traffic Signal Maintenance FY 2016 through Bid #2016-10 in the amount of \$150,000 be approved, and authorize the Mayor and City Clerk to execute the necessary documents.

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

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

BACKGROUND: This contract includes traffic signal mast arm, controller and other signal equipment repairs or replacements that are not emergencies and other work on City electric and traffic signal facilities. This work is beyond the capability of City crews due to the lack of necessary equipment or manpower. The budget for the Traffic Signal Maintenance FY 2016 contract is \$150,000. A list of projects completed and in progress under the previous fiscal year contract is attached.

Bids for the Traffic Signal Maintenance FY 2016 contract were received until 1:30 p.m. Monday, July 13, 2015, in the Office of the City Clerk. Two (2) bids were received and opened in the City Council Chambers. A bid tabulation is attached. Since the project involves maintenance of City utilities throughout the current fiscal year and all maintenance locations are not currently known, a contract for the entire budget amount will be awarded.

The addenda issued for this project indicates the requirement for prospective bidders to sign and return acknowledgment of receipt of the addenda to the City prior to submission of their proposal and to include a signed complete copy of the addendum in their proposal submission. The addenda further indicates that failure to perform either of these may be grounds for rejection of the prospective bidder's proposal.

The proposal submitted by Bodine Electric of Decatur did not include a complete copy of the addenda as required and outlined in the project instruction to bidders and within the addenda itself. Bodine Electric of Decatur submitted their addendum acknowledgement via email to City staff prior to the proposal submittal date. Given that Bodine Electric of Decatur submitted acknowledgement of the addenda prior to the proposal submittal date and that the addenda only

provided general information, Staff recommends waiving the technicality associated with Bodine of Decatur not submitting complete copies of the addendum in their proposal booklets.

Bodine Electric of Decatur	\$ 60,005.00	Low Bid
Champaign Signal and Lighting	\$ 69,500.50	
Budget	\$ 150,000.00	

The number of bidders for this project increased from one (1) in FY 2015 to two (2) in FY 2016, including a company that had not previously submitted a bid for a City project. The table below outlines differences in the hourly rates received in FY 2016 and FY 2015. As shown, one of the low bidder hourly rates was reduced, thereby providing an economic benefit to the City.

<u>Labor / Item</u>	<u>FY 2016 Hourly Rate *</u>	<u>FY 2015 Hourly Rate *</u>	<u>Difference (FY16 - FY 15)</u>
Electrician	\$100.00	\$145.00	-\$45.00
Laborer	\$0.01	\$0.01	\$0.00
Operating Engineer	\$0.01	\$0.01	\$0.00
Truck Driver	\$0.01	\$0.01	\$0.00

* Hourly Rates are those of the Low Bidder.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on June 29 and July 6, 2015, and a pre-bid meeting was held at 10:00 a.m. on July 6, 2015, in the Public Works Department Conference Room.

FINANCIAL IMPACT: The City has \$150,000 included in the FY 2016 Budget for Traffic Signal Maintenance in the Engineering-Contracted Traffic Signal Account (10016210-70662). Stakeholders can locate this in the FY 2016 Proposed budget Book titled “Budget Overview & General Fund” on page 304.

Respectfully submitted for Council consideration.

Prepared by: Robert D. Yehl, P.E., Assistant City Engineer

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

Reviewed by: Steve Rasmussen, ICMA-CM, Assistant City Manager

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

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Bid Tabulation
- Agreement
- Prior Year Project Listing

Motion: That the unit prices and Contract with Bodine Electric of Decatur for Traffic Signal Maintenance FY 2016 through Bid #2016-10 in the amount of \$150,000 be approved, and authorize the Mayor and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Buragas				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower							
				Mayor Renner			

CITY OF BLOOMINGTON
TRAFFIC SIGNAL MAINTENANCE FY 2016

PROJECT NO. CITY # 50-17-53005-16-00
 CITY BID NO. 2016-10

Bid Opening Date: 07/13/2015

Attended By: Andrew Coffey

Bid Opening Time: 1:30 pm

Robert Yehl

PREPARED BY: Robert Yehl

Ward Snarr

LOW BID

BID TABULATION

LABOR / ITEM	UNIT	APPROX QTY	<i>ENGINEERS ESTIMATE</i>		Bodine Electric of Decatur		Champaign Signal & Lighting	
			RATE	TOTAL	RATE	TOTAL	RATE	TOTAL
ELECTRICIAN	HR	600	\$110.00	\$66,000.00	\$100.00	\$60,000.00	\$115.00	\$69,000.00
LABORER	HR	200	\$70.00	\$14,000.00	\$0.01	\$2.00	\$1.00	\$200.00
OPERATING ENGINEER	HR	150	\$80.00	\$12,000.00	\$0.01	\$1.50	\$1.00	\$150.00
TRUCK DRIVER	HR	150	\$60.00	\$9,000.00	\$0.01	\$1.50	\$1.00	\$150.00
TOTALS				\$101,000.00		\$60,005.00		\$69,500.00

AGREEMENT

THIS AGREEMENT, Made and entered into this **27th day of July, 2015**, by and between, **Bodine Electric of Decatur**, first party, also hereinafter referred to as "Contractor", and the City of Bloomington, a municipal corporation, second party.

WITNESSETH:

THAT WHEREAS, the City of Bloomington, did in **June 29, 2015 and July 6, 2015**, by advertisement, call for bids for furnishing all labor and material for the construction of **TRAFFIC SIGNAL MAINTENANCE FY 2016** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **July 13, 2015**, submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **TRAFFIC SIGNAL MAINTENANCE FY 2016** on file in the office of the City Engineer of said City. A copy of which specifications, plans and profiles of said improvement on file in the City Engineer's Office are hereby referred to and made a part hereof by reference, and said first party being the lowest responsible bidder was awarded the contract for the construction of the said improvement, which bid of said Contractor is hereto attached and made a part hereof.

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

And it is also understood and agreed that the Proposal Package, Specifications, Special Provisions, Contractor's Proposal, Contract Bond and Project Addenda hereto attached, and the Plans for **TRAFFIC SIGNAL MAINTENANCE FY 2016** are all essential documents of this contract and are a part hereof.

IT IS FURTHER AGREED that said Contractor will furnish a bond to the City of Bloomington in the penal sum of **\$150,000 Dollars** executed by said contractor and at least two responsible persons as sureties or by some surety company satisfactory to the said City of Bloomington and the City Council, as a guarantee that said Contractor faithfully will perform the work in accordance with this agreement.

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

IT IS FURTHER AGREED that said Contractor shall complete all work at each repair location per the Special Provisions.

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF the said first party has hereunto set his hand and seal, and the City of Bloomington has caused this agreement to be signed by its Mayor, its corporate seal to be attached, and said signing and sealing to be attested by its City Clerk on the day and year first above written.

(Seal)

ATTEST;

City Clerk

CITY OF BLOOMINGTON

By: _____
MAYOR TARI RENNER

WITNESS:

CONTRACTOR (Seal)

Bodine Electric of Decatur

FY2015 TRAFFIC SIGNAL MAINTENANCE

<u>PROJECT DESCRIPTION</u>	<u>START DATE</u>	<u>END DATE</u>	<u>PROJECT COSTS</u>
2913 Southfork Street Light Cable	6/6/2014	9/5/2014	\$7,585.80
Towanda Barnes & Ireland Grove Rd Signal Wk	9/24/2014	9/25/2014	\$6,766.81
1601 Myra Lane Street Light Cable	10/23/2014	10/23/2014	\$4,939.57
1401 Tralee Ln & 3314&12 Cambridge Dr	11/4/2014	11/7/2014	\$5,789.41
25 Hayloft Road	12/15/2014	12/17/2014	\$5,137.53
Loops - Main/Wood & Towanda/Towanda Service	3/13/2015	3/13/2015	\$14,230.22
UPS Installations	In Progress - See Note Below		\$35,000.00
1403 Winterberry - Street Lighting	In Progress - See Note Below		\$4,000.00
		CONTRACT TOTAL	\$83,449.34

Note - Projects indicated as In Progress are those that have been assigned to the contractor but final invoicing has not been received. The costs indicated for these projects are estimates and will change upon receipt of invoices.



CONSENT AGENDA ITEM NO. 7I

FOR COUNCIL: July 27, 2015

SUBJECT: Consideration of review and analysis of Bids and Approval of a Contract with George Gildner, Inc. in the amount of \$400,000 for Utility Maintenance FY 2016 (Bid #2016-08)

RECOMMENDATION/MOTION: That the unit prices and Contract with George Gildner, Inc. for Utility Maintenance FY 2016 through Bid #2016-08 in the amount of \$400,000 be approved, and authorize the Mayor and City Clerk to execute the necessary documents.

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

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

BACKGROUND: This contract includes sanitary sewer, storm sewer, force main, pump station, water main, and other City utility repairs that are not emergencies. This work is beyond the capability of City crews due to the lack of necessary equipment or manpower. The budget for the Utility Maintenance FY 2016 contract is \$400,000. A list of projects completed and in progress under the previous fiscal year contract is attached.

Bids for the Utility Maintenance FY 2016 contract were received until 1:30 p.m. Monday, July 13, 2015, in the office of the City Clerk. Three (3) bids were received and opened in the City Council Chambers. A bid tabulation is attached. Since the project involves maintenance of City utilities throughout the current fiscal year and all maintenance locations are not currently known, a contract for the entire budget amount will be awarded.

George Gildner, Inc.	\$ 325,800.00	Low Bid
Stark Excavating, Inc.	\$ 326,965.50	
Hoerr Construction, Inc.	\$ 349,654.50	
Budget		
Storm Water	\$ 100,000.00	
Sanitary Sewer	\$ 200,000.00	
Water	<u>\$ 100,000.00</u>	
Total Budget	\$ 400,000.00	

The number of bidders for this project increased from two (2) in FY 2015 to three (3) in FY 2016. The table below outlines differences in the hourly rates received in FY 2016 and FY 2015. As shown, several of the low bidder hourly rates were reduced, thereby providing an economic benefit to the City.

<u>Labor / Item</u>	<u>FY 2016</u> <u>Hourly Rate *</u>	<u>FY 2015</u> <u>Hourly Rate *</u>	<u>Difference</u> <u>(FY16 - FY 15)</u>
Cement Mason	\$67.00	\$70.00	-\$3.00
Laborer	\$70.00	\$70.00	\$0.00
Operating Engineer	\$80.00	\$81.00	-\$1.00
Plumber	\$80.00	\$82.00	-\$2.00
Truck Driver	\$57.00	\$60.00	-\$3.00

* Hourly Rates are those of the Low Bidder.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on June 29 and July 6, 2015, and a pre-bid meeting was held at 10:00 a.m. on July 6, 2015, in the Public Works Department Conference Room.

FINANCIAL IMPACT: The City has \$400,000 included in the FY 2016 Budget for Utility Maintenance. \$100,000 is included in the Water Transmission & Distribution-Repair/Maintenance Infrastructure Account (50100120-70550), \$200,000 in the Sanitary Sewer-Repair/Maintenance Infrastructure Account (51101100-70550) and \$100,000 in the Storm Water-Repair/Maintenance Infrastructure Account (53101100-70550). Stakeholders can locate these in the FY 2016 Proposed Budget Book titled “Other Funds & Capital Improvement Plan” on pages 100, 112 and 119 respectively.

Respectfully submitted for Council consideration.

Prepared by: Robert D. Yehl, P.E., Assistant City Engineer

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

Reviewed by: Steve Rasmussen, ICMA-CM, Assistant City Manager

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

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Bid Tabulation
- Agreement
- Prior Year Project Listing

Motion: That the unit prices and Contract with George Gildner, Inc. for Utility Maintenance FY 2016 through Bid #2016-08 in the amount of \$400,000 be approved, and authorize the Mayor and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Buragas				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower							
				Mayor Renner			

AGREEMENT

THIS AGREEMENT, Made and entered into this **27th day of July, 2015**, by and between, **George Gildner, Inc.**, first party, also hereinafter referred to as "Contractor", and the City of Bloomington, a municipal corporation, second party.

WITNESSETH:

THAT WHEREAS, the City of Bloomington, did on **June 29, 2015 and July 6, 2015**, by advertisement, call for bids for furnishing all labor and material for the construction of **UTILITY MAINTENANCE FY 2016** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **July 13, 2015**, submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **UTILITY MAINTENANCE FY 2016** on file in the office of the City Engineer of said City. A copy of which specifications, plans and profiles of said improvement on file in the City Engineer's Office are hereby referred to and made a part hereof by reference, and said first party being the lowest responsible bidder was awarded the contract for the construction of the said improvement, which bid of said Contractor is hereto attached and made a part hereof.

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

And it is also understood and agreed that the Proposal Package, Specifications, Special Provisions, Contractor's Proposal, Contract Bond and Project Addenda hereto attached, and the Plans for **UTILITY MAINTENANCE FY 2016** are all essential documents of this contract and are a part hereof.

IT IS FURTHER AGREED that said Contractor will furnish a bond to the City of Bloomington in the penal sum of **\$400,000 Dollars** executed by said contractor and at least two responsible persons as sureties or by some surety company satisfactory to the said City of Bloomington and the City Council, as a guarantee that said Contractor faithfully will perform the work in accordance with this agreement.

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

IT IS FURTHER AGREED that said Contractor shall complete all work at each repair location per the Special Provisions.

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF the said first party has hereunto set his hand and seal, and the City of Bloomington has caused this agreement to be signed by its Mayor, its corporate seal to be attached, and said signing and sealing to be attested by its City Clerk on the day and year first above written.

(Seal)

ATTEST;

City Clerk

CITY OF BLOOMINGTON

By: _____
MAYOR TARI RENNER

WITNESS:

CONTRACTOR (Seal)

George Gildner, Inc.

FY2015 UTILITY MAINTENANCE

PROJECT DESCRIPTION	FUNDING	START DATE	END DATE	PROJECT COSTS		
				WATER	SEWER	STORM WATER
Zavitc Ct Gutter Grinding	Storm Water	8/8/2014	8/15/2014			\$3,086.94
Temporary Parking Lot Grading	Storm Water	8/21/2014	8/25/2014			\$2,095.00
1520 W. Locust Water Service Repair	Water	8/25/2014	8/26/2014	\$4,220.36		
Brown St BNWRD Sewer MH Installation	Sewer	9/8/2014	9/8/2014		\$460.31	
Lake Blm WTP Pump Repair	Water	8/13/2014	9/4/2014	\$531.61		
Macarthur Ave Sewer Repairs	Sewer	9/11/2014	9/19/2014		\$1,577.03	
1520 W. Locust Water Service Repair	Water	9/13/2014	9/19/2014	\$1,405.65		
Brown St BNWRD Sewer MH Installation	Sewer	9/12/2014	9/19/2014		\$2,564.44	
Brown St BNWRD Sewer MH Installation	Sewer	10/6/2014	10/6/2014		\$705.60	
Temporary Parking Lot Grading	Storm Water	10/3/2014	10/3/2014			\$6,114.15
602 W. Seminary Sewer Service Repair	Sewer	10/3/2014	10/10/2014		\$8,906.68	
Macarthur Ave Sewer Repairs	Sewer	9/18/2014	10/7/2014		\$64,746.39	
Flow Meter	Storm Water	9/30/2014	9/30/2014			\$8,200.93
Lincoln & Parmon	Storm Water	10/27/2014	11/7/2014			\$31,681.80
Lincoln & Parmon	Storm Water	11/11/2014	11/11/2014			\$1,801.80
210 E. Jefferson	Storm Water	11/17/2014	11/17/2014			\$807.78
1309 E. Grove	Sewer	11/17/2014	11/19/2014		\$8,365.07	
Wood & Hinshaw	Storm Water	10/24/2014	11/19/2014			\$26,349.78
Wood & Hinshaw	Storm Water	11/20/2014	11/21/2014			\$941.28
210 E. Jefferson	Sewer	11/20/2014	11/26/2014		\$14,425.97	
Lincoln & Parmon Invoice #6080	Storm Water	12/4/2014	12/4/2014			\$348.44
210 E. Jefferson Invoice #6081	Sewer	12/2/2014	12/4/2014		\$3,577.89	
Wood & Hinshaw Invoice #6082	Storm Water	12/4/2014	12/4/2014			\$1,334.56
1309 E. Grove Invoice #6083	Sewer	12/4/2014	12/9/2014		\$2,687.64	
1300 N. East Invoice #6084	Storm Water	12/1/2014	12/4/2014			\$20,588.55
Lake Blm WTP Pump Repair Invoice #6079	Water	12/4/2014	12/18/2014	\$28,539.40		
1506 E. Oakland Ave. Sewer Repair Invoice #6087	Storm Water	10/23/2014	11/14/2014			\$6,480.73
Taylor St. 60" RCP Sewer Cleaning Invoice #6088	Sewer	12/23/2014	12/23/2014		\$2,826.44	
210 E. Jefferson Subcontractor Invoice #6094	Storm Water	1/12/2015	1/12/2015			\$1,339.38
1300 N. East SubContractor Invoice #6095	Storm Water	1/12/2015	1/12/2015			\$950.04
Lake Blm WTP Sludge Berm Invoice #6096	Water	1/19/2015	1/21/2015	\$4,503.31		
Lake Blm WTP Sludge Berm Invoice #6099	Water	1/20/2015	1/29/2015	\$500.98		
Water Dept. Pipeline Rd. Meter Pits Layout Invoice #6093	Water	1/19/2015	1/23/2015	\$955.04		
Division Pump Station Motor Pull Invoice #6098	Water	1/22/2015	1/28/2015	\$1,412.60		
Lake Blm WTP Sludge Berm Invoice #6100	Water	2/10/2015	2/13/2015	\$5,109.36		
Towanda & Hudson Meter Pits - Exploratory #6103	Water	2/16/2015	3/20/2015	\$40,324.29		
Lake Blm WTP Sludge Berm Invoice #6104	Water	3/27/2015	3/27/2015	\$3,626.36		
Lake Blm Sludge Pond Berm Seeding #6107	Water	4/6/2015	4/6/2015	\$1,087.61		
Hershey Rd. Sump Line Seeding #6108	Storm Water	4/1/2015	4/2/2015			\$1,406.17
706 E. Oakland MH install #6113	Sewer	4/15/2015	4/21/2015		\$13,566.77	
714 W. Washington St. Alley Sewer #6114	Sewer	4/16/2015	4/24/2015		\$7,176.55	
205 N. Prospect MH locate & adjustment #6115	Storm Water	4/16/2015	4/23/2015			\$2,933.42
E. Lincoln Street Trail Creek Rock Placement #6109	Storm Water	4/17/2015	4/17/2015			\$83.75
Rosney & Marion Paved Ditch #6116	Storm Water	4/20/2015	4/21/2015			\$3,687.17
706 E. Oakland MH install #6122	Sewer	4/28/2015	4/28/2015		\$214.25	
Rosney & Marion Paved Ditch #6124	Storm Water	4/27/2015	4/27/2015			\$324.64
Division Pump Station Motor Repair Invoice #6102	Water	3/12/2015	3/25/2015	\$14,147.83		
Water Dept. Pipeline Rd. Meter Pits Invoice #6106	Water	3/30/2015	4/10/2015	\$42,733.40		
Water Dept. Pipeline Rd. Meter Pits Invoice #6112	Water	4/13/2015	4/24/2015	\$19,297.39		
Water Dept. Pipeline Rd. Meter Pits Invoice #6117 - FY2015	Water	4/27/2015	4/30/2015	\$36,559.54		
Water Dept. Pipeline Rd. Meter Pits Invoice #6117 - FY2016	Water	5/1/2015	5/6/2015	\$7,243.90		
714 W. Washington St. Alley Sewer - HMA Patch #6123	Sewer	5/8/2015	5/8/2015		\$932.40	
809 Parmon Sewer Repair #6125	Sewer	5/5/2015	5/5/2015		\$5,601.25	
Front & Oak Sewer Repair	Storm Water	6/11/2015	6/18/2015			\$19,454.60
Parmon Sewer Repairs	Sewer	6/10/2015	6/11/2015		\$2,223.15	
White Place Alley Sewer Repair	Sewer	6/17/2015	6/22/2015		\$5,381.73	
504 W Bissell / 1301 S Oak Sanitary Service Connections	Sewer	6/16/2015	6/26/2015		\$18,094.92	
Parmon / Skyline Curb - Evaluation	Water	6/4/2015	6/4/2015	\$317.06		
504 W Bissell / 1301 S Oak Sanitary - Cleanup	Sewer	6/15/2015	6/30/2015		\$2,316.63	
White Place Alley Sewer Repair - Pavement Replacement	Sewer	6/15/2015	6/30/2015		\$3,258.60	
706 E. Oakland MH install Grading / Seeding	Sewer	6/30/2015	6/30/2015		\$800.78	
Miller Park Lake Embankment	Storm Water	In Progress - See Note Below				\$45,000.00
Rosney & Marion Box Culvert - Engineering Recommendations	Storm Water	In Progress - See Note Below				\$6,000.00
Miller Park Lake Embankment - Engineering Recommendations	Storm Water	In Progress - See Note Below				\$8,000.00
Parmon / Skyline Curb - Replacement	Water	In Progress - See Note Below		\$2,000.00		
			FUND TOTALS	\$214,515.69	\$170,410.49	\$199,010.91
			CONTRACT TOTAL			\$583,937.09

Note - Projects indicated as In Progress are those that have been assigned to the contractor but final invoicing has not been received. The costs indicated for these projects are estimates and will change upon receipt of invoices.



CONSENT AGENDA ITEM NO. 7J

FOR COUNCIL: July 27, 2015

SUBJECT: Consideration of review and analysis of Bids and Approval of a Contract with George Gildner, Inc. in the amount of \$125,000 for Grading & Seeding FY 2016 (Bid #2016-12).

RECOMMENDATION/MOTION: That the unit prices and Contract with George Gildner, Inc. for Grading & Seeding FY 2016 through Bid #2016-12 in the amount of \$125,000 be approved, and authorize the Mayor and City Clerk to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service and 5e. More attractive City: commercial areas and neighborhoods.

BACKGROUND: This contract includes grading, shaping, seeding, fertilizer application, erosion control installation and other related work on City owned properties. This work is beyond the capability of City crews due to the lack of necessary equipment or manpower. The budget for the Grading & Seeding FY 2016 contract is \$125,000. A list of projects completed and in progress under the previous fiscal year contract is attached.

Bids for the Grading & Seeding FY 2016 contract were received until 1:30 p.m. Monday, July 13, 2015, in the office of the City Clerk. Three (3) bids were received and opened in the City Council Chambers. A bid tabulation is attached. Since the project involves maintenance of City utilities throughout the current fiscal year and all maintenance locations are not currently known, a contract for the entire budget amount will be awarded.

George Gildner, Inc.	\$ 98,400.00	Low Bid
Stark Excavating, Inc.	\$ 99,386.50	
Rowe Construction	\$ 121,500.00	
Budget		
Storm Water	\$ 25,000.00	
Sanitary Sewer	<u>\$ 100,000.00</u>	
Total Budget	\$ 125,000.00	

The number of bidders for this project remained at three (3) for both FY 2015 and FY 2016. The table below outlines differences in the hourly rates received in FY 2016 and FY 2015. As shown, one of the low bidder hourly rates was reduced, thereby providing an economic benefit to the City.

<u>Labor / Item</u>	<u>FY 2016 Hourly Rate *</u>	<u>FY 2015 Hourly Rate *</u>	<u>Difference (FY16 - FY 15)</u>
Laborer	\$70.00	\$70.00	\$0.00
Operating Engineer	\$81.00	\$81.00	\$0.00
Truck Driver	\$57.00	\$60.00	-\$3.00

* Hourly Rates are those of the Low Bidder.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on June 29 and July 6, 2015, and a pre-bid meeting was held at 10:00 a.m. on July 6, 2015, in the Public Works Department Conference Room.

FINANCIAL IMPACT: The City has \$125,000 included in the FY 2016 Budget for grading and seeding. \$100,000 is included in the Sanitary Sewer-Grading and Seeding Account (51101100-70580) and \$25,000 is included in the Storm Water-Grading and Seeding Account (53103100-70580). Stakeholders can locate these in the FY 2016 Proposed Budget Book titled “Other Funds & Capital Improvement Plan” on pages 112 and 119 respectively.

Respectfully submitted for Council consideration.

Prepared by: Robert D. Yehl, P.E., Assistant City Engineer
 Reviewed by: Jim Karch, P.E., CFM, Director of Public Works
 Reviewed by: Steve Rasmussen, ICMA-CM, Assistant City Manager
 Financial & budgetary review by: Chris Tomerlin, Budget Analyst
 Carla A. Murillo, Budget Manager
 Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
 City Manager

Attachments:

- Bid Tabulation
- Agreement
- Prior Year Project Listing

Motion: That the unit prices and Contract with George Gildner, Inc. for Grading & Seeding FY 2016 through Bid #2016-12 in the amount of \$125,000 be approved, and authorize the Mayor and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Buragas				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower							
				Mayor Renner			

CITY OF BLOOMINGTON
GRADING & SEEDING FY 2016
 PROJECT NO. CITY # 50-21-53019-16-00
 CITY BID NO. 2016-12

Bid Opening Date: 07/13/2015 Attended By: Andrew Coffey
 Bid Opening Time: 1:30 pm Robert Yehl
 PREPARED BY: Robert Yehl Ward Snarr

LOW BID

BID TABULATION			<i>ENGINEERS ESTIMATE</i>		George Gildner, Inc.		Stark Excavating, Inc.		Rowe Construction	
LABOR / ITEM	UNIT	APPROX QTY	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL
LABORER	HR	600	\$70.00	\$42,000.00	\$70.00	\$42,000.00	\$68.40	\$41,040.00	\$80.00	\$48,000.00
OPERATING ENGINEER	HR	450	\$80.00	\$36,000.00	\$81.00	\$36,450.00	\$83.00	\$37,350.00	\$105.00	\$47,250.00
TRUCK DRIVER	HR	350	\$60.00	\$21,000.00	\$57.00	\$19,950.00	\$59.99	\$20,996.50	\$75.00	\$26,250.00
TOTALS				\$99,000.00		\$98,400.00		\$99,386.50		\$121,500.00

AGREEMENT

THIS AGREEMENT, Made and entered into this **27th day of July, 2015**, by and between, **George Gildner, Inc.**, first party, also hereinafter referred to as "Contractor", and the City of Bloomington, a municipal corporation, second party.

WITNESSETH:

THAT WHEREAS, the City of Bloomington, did on **June 29, 2015 and July 6, 2015**, by advertisement, call for bids for furnishing all labor and material for the construction of **GRADING & SEEDING FY 2016** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **July 13, 2015**, submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **GRADING & SEEDING FY 2016** on file in the office of the City Engineer of said City. A copy of which specifications, plans and profiles of said improvement on file in the City Engineer's Office are hereby referred to and made a part hereof by reference, and said first party being the lowest responsible bidder was awarded the contract for the construction of the said improvement, which bid of said Contractor is hereto attached and made a part hereof.

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

And it is also understood and agreed that the Proposal Package, Specifications, Special Provisions, Contractor's Proposal, Contract Bond and Project Addenda hereto attached, and the Plans for **GRADING & SEEDING FY 2016** are all essential documents of this contract and are a part hereof.

IT IS FURTHER AGREED that said Contractor will furnish a bond to the City of Bloomington in the penal sum of **\$125,000 Dollars** executed by said contractor and at least two responsible persons as sureties or by some surety company satisfactory to the said City of Bloomington and the City Council, as a guarantee that said Contractor faithfully will perform the work in accordance with this agreement.

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

IT IS FURTHER AGREED that said Contractor shall complete all work at each repair location per the Special Provisions.

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF the said first party has hereunto set his hand and seal, and the City of Bloomington has caused this agreement to be signed by its Mayor, its corporate seal to be attached, and said signing and sealing to be attested by its City Clerk on the day and year first above written.

(Seal)

ATTEST;

City Clerk

CITY OF BLOOMINGTON

By: _____
MAYOR TARI RENNER

WITNESS:

CONTRACTOR (Seal)

George Gildner, Inc.

FY2015 Grading and Seeding

PROJECT DESCRIPTION	FUNDING	START DATE	END DATE	PROJECT COSTS	
				SEWER	STORM WATER
Kensington Sewer	SEWER / STORM	8/27/2014	9/8/2014	\$35,311.48	\$50,000.00
Kensington Sewer - Finalization	SEWER	9/9/2014	9/19/2014	\$3,778.65	
Hershey Rd	SEWER	12/11/2014	12/19/2014	\$6,905.91	
			FUND TOTALS	45,996.04	50,000.00
			CONTRACT TOTAL		\$95,996.04



CONSENT AGENDA ITEM 7K

FOR COUNCIL: July 27, 2015

SUBJECT: Consideration of approving Quad County Fire Equipment to broker the disposal of the City's surplus 1991 Pierce Fire Truck.

RECOMMENDATION/MOTION: That the City allow Quad County Fire Equipment to list the surplus 1991 Pierce Fire Truck on their website and sell it at the highest price possible.

STRATEGIC PLAN LINK: Financially Sound City providing Quality basic services.

STRATEGIC PLAN SIGNIFICANCE: City Services delivered in the most cost efficient manner

BACKGROUND: A new Fire Truck was purchased and put into service in June of 2015. With the purchase of this truck unit F22 was designated as surplus. The Fire Department had Dennis Moore from Quad County Fire Equipment give the Department and estimated value of the truck. The value, \$9,000-\$12,000, is due to the condition of the vehicle. There is extensive rust on the frame of the vehicle and the aerial device needs around \$6,500 in repairs.

In accordance with City Code (Chapter 16, Section 57, Part G, Subparts 1-3) the "Purchasing Agent" may dispose of surplus City property whose value is between \$1,000.01 & \$19,999.99 without submitting a report to the City Council when one of three pre-approved methods are used. Those means of disposal are public auction, solicitation of sealed bids and the transfer to another "agency". Alternatively, the purchasing agent may request the City Council's authorization to dispose of the surplus property in another manner.

Because fire trucks are specialized vehicles, and in the opinion of the staff, that every effort should be made to get the most money for a used vehicle. Quad County has been able to sell the last two trucks we have placed on the surplus list with a satisfactory price and in a reasonable amount of time. Staff believes that this is the most prudent route to dispose of the vehicle.

It is Staff recommendation that the City "listed" the apparatus with Quad County for a period of 60 days and if at the end of that time the truck has not been sold, the Procurement Manager is authorized to undertake any needed actions to dispose of the apparatus in a reasonable manner. A report of activities undertaken in that regard will be provided to the City Manager.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None

FINANCIAL IMPACT: Additional revenue for the General Fund in the amount of \$9,000-\$12,000 is possible.

Respectfully submitted for Council consideration.

Prepared by: Les Siron, Deputy Chief of Operations

Reviewed by: Rob Krones , Superintendent of Fleet Maintenance
 Jim Karch, PE CFM, Director of Public Works

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

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
 City Manager

Attachments: None

Motion: That the City allow Quad County Fire Equipment to act on behalf of the City and to attempt to sell the surplus 1991 Pierce fire truck and sell it at the best price possible.

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			



CONSENT AGENDA ITEM NO. 7L

FOR COUNCIL: July 27, 2015

SUBJECT: Consideration of approving an Agreement for Regional Planning Services with McLean County Regional Planning Commission (MCRPC) in the amount of \$54,212.00.

RECOMMENDATION/MOTION: That the Agreement with the McLean County Regional Planning Commission (MCRPC) for the Regional Planning Services Agreement in the amount of \$54,212.00 be approved, and authorize the Mayor and City Clerk to execute the necessary documents.

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

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

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

Over the past several years, the City has seen its contribution to the McLean County Regional Planning Commission fluctuate, which has included two past fiscal years (2009 and 2010) where no payment was required (the Commission used some of its reserves to lessen the financial burden of the City, Town and County in the slow economy). For FY 2016, the McLean County Regional Planning Commission set the City's contribution at \$54,212.00.

<u>Fiscal Year</u>	<u>City Contribution</u>
FY 2009	\$0
FY 2010	\$0
FY 2011	\$23,023
FY 2012	\$24,244
FY 2013	\$23,239
FY 2014	\$27,868
FY 2015	\$55,457
FY 2016	\$54,212

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable

FINANCIAL IMPACT: The FY 2016 Budget appropriated \$62,000 in the Planning-To McLean County Regional Planning Account (10015420-75025) of the Community Development Department. Stakeholders can locate this in the FY 2016 Proposed Budget Book titled "Budget Overview & General Fund" on page 257. The payment is \$7,788 less than the appropriation or 12.5% below budget.

Respectfully submitted for Council consideration.

Prepared by: Nancy Tague, Office Manager of Community Development

Reviewed by: Tom Dabareiner AICP, Community Development Director

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

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Agreement
- Invoice

Motion: That the Agreement with the McLean County Regional Planning Commission (MCRPC) for the Regional Planning Services Agreement in the amount of \$54,212.00 be approved, and authorize the Mayor and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Amelia Buragas				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Diane Hauman			
Alderman Mwilambwe							
				Mayor Renner			

REGIONAL PLANNING SERVICE AGREEMENT

This agreement is entered into as of the 1st day of July, 2015, by and between the McLean County Regional Planning Commission (hereinafter referred to as the "Commission") and the City of Bloomington (hereinafter referred to as the "City").

The parties do mutually agree as follows:

A. Period of Agreement

This agreement shall remain in full force and effect through June 30, 2016.

B. Long Range Planning Services

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

1. Assist the City in the periodic updating of plans and ordinances that pertain to planning and development, including the Comprehensive plan and zoning ordinances and subdivision regulations as needed.
2. Prepare or coordinate the preparation and updating of reports that are an integral part of the McLean County Transportation Study, including the Unified Work Program (UWP), Long Range Transportation Plan (LRTP), and the Transportation Improvement Program (TIP).
3. Coordinate the development and management of the regional geographic information system (GIS) as per separate intergovernmental agreement.
4. Maintain a website to post statistical data, plans and studies, and other planning-related information to serve as a resource for local governments and the public.
5. Provide assistance in the preparation of applications for Federal or State funding as needed.
6. Attend meetings of county and municipal government and civic organizations or other groups interested in planning and development as requested and as schedules permit.
7. Provide technical assistance as needed and requested in matters of long range planning and development.

C. Staff

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

D. Financing

The City of Bloomington will remit to the Commission the sum of FIFTY-FOUR THOUSAND TWO HUNDRED TWELVE AND 00/100 DOLLARS (\$54,212.00) for deposit in the accounts of the Commission upon the City's receipt of an invoice for said amount.

Mayor - City of Bloomington

City Clerk - City of Bloomington

Date

Chairman
McLean County Regional Planning
Commission

Executive Director
McLean County Regional Planning
Commission

Date

INVOICE

Please make your check payable to McLean County Regional Planning Commission, and *please include a copy of this form with payment*. Thank you for your attention to this matter.

To City of Bloomington

Invoice No. fy2016blm
Date July 1, 2015
Amount Due \$54,212.00

Description of Services FY2016 Regional Service Agreement

Terms Net
Due date Upon receipt



115 E. Washington
M103
Bloomington, IL 61701
P: 309/ 828-4331
F: 309/ 827-4773
W: www.mcplan.org



CONSENT AGENDA ITEM NO. 7M

FOR COUNCIL: July 27 2015

SUBJECT: Consideration of approving an Agreement for Animal Control Warden Services with McLean County Board of Health in the amount of \$103,440.

RECOMMENDATION/MOTION: That the agreement with McLean County Board of Health in the amount of \$103,440; payable at \$8,620 per month for animal warden services be approved and authorize the Mayor and City Clerk to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: A partnership with Animal Control will provide cost effective service delivery to the citizens.

BACKGROUND: For the past several years, an intergovernmental agreement has been in effect between the City of Bloomington and McLean County Board of Health whereby the Board of Health assumes all responsibilities for the duties of animal control on a 24-hour a day basis within the corporate limits of the City of Bloomington and will enforce all Illinois animal control laws and City Ordinances relating to animals. The Town of Normal has a similar agreement for these services. Specific services and conditions are outlined in the attached intergovernmental agreement. The agreement reflects a 2% increase. The total for the year is \$103,440, payable at \$8,620 a month.

This intergovernmental agreement is renewable on a year to year basis and will be in effect from May 1, 2015 through April 30, 2016, and renewable on May 1st of each additional year.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: none

FINANCIAL IMPACT: Stakeholders can locate this in the FY 2016 Proposed Budget Book titled "Budget Overview & General Fund" on page 211 under the Police Administration-Other Purchased Services Account (10015110-70690).

Respectfully submitted for Council consideration.

Prepared by: Marsha Ulrich, Office Manager, Police Department

Reviewed by: Kenneth Bays, Assistant Chief of Police

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

Legal review by: Angela Fyans-Jimenez, Deputy Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Agreement

Motion: That the agreement with McLean County Board of Health in the amount of \$103,440; payable at \$8,620 per month for animal warden services be approved and authorize the Mayor and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

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

**AGREEMENT
FOR
ANIMAL CONTROL WARDEN SERVICES**

This AGREEMENT for Animal Control Warden Service made this 1st day of May, 2015 by and between the COUNTY OF MCLEAN, a body politic, located in the City of Bloomington, Illinois (hereinafter called "COUNTY"), and the City of Bloomington, a Municipal Corporation, located in the State of Illinois, County of McLean (hereafter called "MUNICIPALITY").

WHEREAS, there is a need to respond to citizen and police requests for animal control services twenty-four hours (24) per day within the corporate limits of the MUNICIPALITY; and,

WHEREAS, there is a need to remove stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment, from within the corporate limits of the MUNICIPALITY upon the request of the MUNICIPALITY; and,

WHEREAS, there is a need to remove dead animals from within public areas of the corporate limits of the MUNICIPALITY upon the request of the MUNICIPALITY; and,

WHEREAS, there is a need to remove wild animals from residential areas in situations where there is a potential rabies hazard, upon request from the MUNICIPALITY during these time periods; and,

WHEREAS, the COUNTY has the capacity to provide such services through its Animal Control Wardens; and,

WHEREAS, the COUNTY, has been designated as the supervising and administrative agent to administer and oversee animal control functions as defined in the Illinois Animal Control Act and County ordinances enacted attendant thereto by the County of McLean; and,

WHEREAS, the COUNTY wishes to provide such services to the MUNICIPALITY through its Animal Control Wardens;

IT IS THEREFORE AGREED AS FOLLOWS:

1. That parties enter this AGREEMENT for the period May 1, 2015 through April 30, 2016.
2. That the COUNTY agrees as follows:
 - A. To provide contracted animal control services, twenty-four (24) hours per day within the corporate limits of the MUNICIPALITY, within a reasonable period of time;
 - B. To remove stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment, from within the corporate limits of the MUNICIPALITY upon the request of the MUNICIPALITY twenty-four (24) hours per day within a reasonable period of time;
 - C. To remove dead animals from public right of way within the corporate limits of the MUNICIPALITY upon the request of the MUNICIPALITY, and removal of dead dogs

and cats from private property within the corporate limits of the MUNICIPALITY when an owner is unknown, twenty-four (24) hours per day within a reasonable period of time providing the MUNICIPALITY provides a disposal site for said carcasses. When any dead animal, except a dog or cat with no known owner, shall be found on any private land in the MUNICIPALITY it shall be the responsibility of the person owning or occupying such land to remove or arrange for the removal of said dead animal. The MUNICIPALITY may request removal of a dead animal found on private property in the event a property owner does not comply with removing the dead animal within a reasonable amount of time, providing the Animal Control Program has the wherewithal to provide services for the removal request.

- D. To assist the MUNICIPALITY to take custody of dogs and cats authorized to be impounded pursuant to an arrest of the owners or person having custody of such dog(s) or cat(s) for enforcement of MUNICIPAL and CRIMINAL codes, other than Section 2 paragraph E and Section 3 paragraph B, providing the Animal Control Program has the wherewithal to provide services for the removal request. Dogs and cats impounded pursuant to an arrest shall be held 7 business days pending reclaim by an owner. Animals impounded for a 10-day bite quarantine must be reclaimed within 5 business days from the date the quarantine ends. If not reclaimed, the animal(s) shall become the property of McLean County Animal Control.
- E. To assist the MUNICIPALITY to take custody of dogs and cats authorized to be seized pursuant to warrants issued for enforcement of MUNICIPAL and or CRIMINAL CODES, and dogs and cats seized in the course of executing warrants for the arrest of the owners or persons having custody of such dogs and cats, which assistance shall be subject to the terms of Section 3 paragraph B. Dogs and cats impounded pursuant to an arrest shall be held 7 business days pending reclaim by an owner. Animals impounded for a 10-day bite quarantine must be reclaimed within 5 business days from the date the quarantine ends. If not reclaimed, the animal(s) shall become the property of McLean County Animal Control.
- F. To remove nuisance wild animals from residential areas only when said animal has entered an actual living space of a dwelling or if the potential of exposure to rabies is increased due to high levels of interaction with said animal, upon request from the MUNICIPALITY twenty-four (24) hours day within the corporate limits of the MUNICIPALITY within a reasonable period of time. Notwithstanding the foregoing, nuisance wildlife identified in Section 525 of the Illinois Administrative Code, not posing an eminent potential of rabies exposure, shall be removed by a licensed trapper or referred to the Department of Natural Resources for wildlife removal;
- G. To continue to collect and remit to the MUNICIPALITY all release fees associated with owner reclamation of impounded animals in accordance with Chapter 8, Section 53 of the MUNICIPALITY'S ordinance governing animal and fowls;
- H. To provide the MUNICIPALITY written evidence, in a manner acceptable to the MUNICIPALITY, detailing the hours expended by its Animal Control Wardens pursuant to this Agreement;
- I. To indemnify and hold the MUNICIPALITY harmless from all causes of action, whether

judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent act performed by the COUNTY, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.

3. That the MUNICIPALITY agrees as follows:

- A. To pay the COUNTY for such services One hundred three thousand four hundred forty dollars (\$103,440), payable as follows: Eight thousand six hundred twenty dollars (\$8,620) monthly beginning May 1, 2015, and continuing throughout the term of this agreement for the services described in paragraphs A, B, C, E, F, G, H and I of Section 2;
- B. To pay the COUNTY forty five (\$45.00) dollars per hour per Warden for the services specified in paragraph E in Section 2, The MUNICIPALITY understands and agrees that the COUNTY shall not be obligated to provide such services and that any agreement to do so shall be dependent on the availability of staff and capacity at the Animal Control Center. The MUNICIPALITY shall be responsible for notifying the owners or persons who had custody of any dog or cat taken to the Animal Control Center after the execution of a warrant as provided in Section 2 paragraph E that the dog or cat has been taken to the Animal Control Center, the procedures and cost for reclaiming such dog or cat and the consequences for failing to do so. The MUNICIPALITY shall give the notice in writing at the time of the arrest, execution of the warrant or within twenty-four (24) hours of the dog or cat being taken to the Animal Control Center and shall be on forms approved by the COUNTY;
- C. The MUNICIPALITY shall be responsible for notifying the owners or persons who had custody of any dog or cat taken to the Animal Control Center after their arrest as provided in Section 2 paragraph D and E that the dog or cat has been taken to the Animal Control Center, the procedures and cost for reclaiming such dog or cat and the consequences for failing to do so. Notice shall be given in writing at the time of the arrest or within twenty-four (24) hours of the dog or cat being taken to the Animal Control Center and shall be on forms approved by the COUNTY;
- D. To indemnify and hold harmless the COUNTY from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent acts performed by the MUNICIPALITY, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies;
- E. To have the right to assign tasks to Animal Control Wardens pursuant to this agreement; however, supervision and the means by which tasks are accomplished shall be the responsibility of the COUNTY.

4. That the COUNTY and the MUNICIPALITY agree as follows:

- A. That this agreement may be terminated for any of the following reasons:

- i. At the request of the MUNICIPALITY upon ninety (90) days written notice.
 - ii. At the request of the COUNTY upon ninety (90) days written notice.
- B. That in the event this Agreement is terminated prior to its expiration, then the MUNICIPALITY agrees to pay the COUNTY for any services outstanding rendered by the COUNTY.
- C. That this Agreement includes all of the agreements made by the COUNTY and the MUNICIPALITY without regard to any oral conversations which may have taken place prior to execution or subsequent thereto and that any changes shall be made in writing and agreed to by both parties.
- D. That if any provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to a particular circumstance, it shall nevertheless remain in full force and effect in all other circumstances.
- E. That any issues pertaining to the sheltering of animals shall come under the Inter-Governmental Agreement for Animal Control Center Services.

CITY OF BLOOMINGTON
Municipal Corporation,

By _____

Date: _____

Mayor Tari Renner

ATTEST:

By _____

Date: _____

Cherry Lawson
Bloomington City Clerk

McLEAN COUNTY

By _____

Date: _____

Matt Sorensen
Chairman



CONSENT AGENDA ITEM NO. 7N

FOR COUNCIL: July 27, 2015

SUBJECT: Consideration of approving an Agreement with McLean County Board of Health for Animal Shelter in the amount of \$36,255.

RECOMMENDATION/MOTION: That the Agreement with McLean County Board of Health for use of the McLean County Animal Shelter in the amount of \$36,255, payable monthly in the amount of \$3,021 and authorize the Mayor and City Clerk to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: A partnership with McLean County Animal Shelter will provide cost effective service delivery to the citizens.

BACKGROUND: For the past several years the city of Bloomington and the McLean County Health Department have had an agreement wherein the County Board of Health provides shelter for stray animals. The Town of Normal has a similar agreement. The present contract expired April 30, 2015.

For the period May 1, 2015 through April 30, 2016, the proposed contract by the McLean County Board of Health is \$36,255, a 2% increase payable monthly at \$3,021.

This agreement is renewable on a year to year basis and will be in effect from May 1, 2015 through April 30, 2016, and renewable on May 1st of each additional year.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None

FINANCIAL IMPACT: Stakeholders can locate this in the FY 2016 Proposed Budget Book titled "Budget Overview & General Fund" on page 211 under the Police Administration-Other Purchased Services Account (10015110-70690).

Respectfully submitted for Council consideration.

Prepared by: Marsha Ulrich, Office Manager, Police Department

Reviewed by: Kenneth Bays, Assistant Chief of Police

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

Legal review by: Angela Fyans-Jimenez, Deputy Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Agreement

Motion: That the Agreement with McLean County Board of Health for use of the McLean County Animal Shelter in the amount of \$36,255, payable monthly in the amount of \$3,021 and authorize the Mayor and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

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

ANIMAL CONTROL CENTER AGREEMENT

This AGREEMENT for Animal Control Center Services is made this 1st day of May, 2015 by and between the COUNTY OF MCLEAN, a body politic, located in the City of Bloomington, Illinois (hereinafter called "COUNTY"), and the City of Bloomington, a Municipal Corporation located in the State of Illinois, County of McLean (hereafter called "MUNICIPALITY").

WHEREAS there is a need to provide prompt and quality shelter for stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment that are picked up by a McLean County Animal Control Warden or any other authorized representative of the COUNTY or any other authorized representative of the MUNICIPALITY; and,

WHEREAS the MUNICIPALITY wishes to contract for prompt and quality shelter for stray or straying dogs and dogs and cats subject to impoundment that are picked up within its jurisdictional boundaries; and,

WHEREAS the COUNTY has the capacity to provide such services and will permit 24-hour, seven days per week access to the McLean County Animal Control Center; and,

WHEREAS the COUNTY wishes to provide such services to the MUNICIPALITY through this AGREEMENT,

IT IS, THEREFORE, AGREED by and between the COUNTY and the MUNICIPALITY as follows:

1. The parties enter into this AGREEMENT for the period May 1, 2015 through April 30, 2016.
2. The COUNTY agrees to provide shelter to: a) stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment placed in the Animal Control Center by any authorized representative of the MUNICIPALITY; b) dogs and cats seized by MUNICIPALITY law enforcement officers in the course of executing warrants for the arrest of the owners or persons having custody of any such dogs and cats; c) dogs and cats seized pursuant to warrants issued for the enforcement of MUNICIPALITY and CRIMINAL CODES; and, d) dogs and cats summarily seized by MUNICIPALITY law enforcement officers for failure to vaccinate for rabies and/or failure to register a dog or cat.
3. The COUNTY agrees to assist the MUNICIPALITY in enforcing its municipal ordinances through any or all of the following: collecting reclamation/release fees, reporting the names and addresses of persons reclaiming animals placed in the Animal Control Center by an authorized representative of the MUNICIPALITY and providing within the Animal Control Center information and education materials to residents of the MUNICIPALITY concerning ordinances prohibiting dogs and cats from running at large.
4. The MUNICIPALITY agrees to pay to the COUNTY for such services thirty-six

thousand two hundred fifty-five dollars (\$36,255) per year, payable in monthly installments of three thousand twenty-one dollars (\$3,021), beginning May 1, 2015 and continuing throughout the term of this AGREEMENT.

5. Payments for services rendered pursuant to this AGREEMENT will be made by the MUNICIPALITY to the COUNTY (payable to McLean County Animal Control) monthly no later than the 15th day of each month.
6. The COUNTY shall indemnify and hold the MUNICIPALITY harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent act performed by the COUNTY, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
7. The MUNICIPALITY shall indemnify and hold harmless the COUNTY from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent acts performed by the MUNICIPALITY, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
8. All stray or straying dogs and cats, and all dogs and cats subject to impoundment placed in the Animal Control Center by a representative of the MUNICIPALITY pursuant to the terms of this Agreement shall be subject to all of the ordinances, rules and regulations of the County of McLean, including but not limited to any and all statutes, ordinances and regulations relating to the release, quarantine, adoption and disposal of animals. The MUNICIPALITY agrees that the COUNTY shall have no obligation to hold animals any longer than required by law; provided however the COUNTY will hold an animal longer at the request of the MUNICIPALITY on the condition that there is sufficient space available to house the animal and that the MUNICIPALITY agrees to pay all fees for boarding the animal for any additional days. The persons reclaiming such dog(s) or cat(s) shall be required to first pay all such reclaim, boarding, registration, veterinarian costs and all applicable fees associated with such ordinances, rules and regulations due to the COUNTY in addition to the reclamation/release fee of the MUNICIPALITY.
9. This AGREEMENT may be terminated at the request of the MUNICIPALITY or of the COUNTY upon ninety days written notice being provided by either party to the other.
10. It is understood that the terms of this AGREEMENT include all of the agreements made by the COUNTY and the MUNICIPALITY without regard to any oral conversations which may have taken place prior to its execution or subsequent thereto, and that any changes must be agreed to by both parties in writing.

11. If any provision of this AGREEMENT shall be held invalid or unenforceable the remainder of the AGREEMENT shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular situations or circumstances, it shall nevertheless remain in full force and effect in all other situations or circumstances.
12. This agreement may not be assigned in whole or in part nor duties delegated without the written consent of the MUNICIPALITY, which consent shall be solely within the discretion of the MUNICIPALITY and may be withheld for any reason.
13. Notwithstanding early termination or expiration of this agreement, the COUNTY and the MUNICIPALITY agree to assume and continue all of their obligations described in paragraphs #6 and #7 above for any and all claims arising or made during the life of this agreement.

CITY OF BLOOMINGTON
Municipal Corporation,

By _____
Tari Renner, Mayor

Date: _____

ATTEST:

By _____
Cherry Lawson, Bloomington City Clerk

Date: _____

McLEAN COUNTY

By _____
Matt Sorensen, Chairman

Date: _____



CONSENT AGENDA ITEM NO. 70

FOR COUNCIL: July 27, 2015

SUBJECT: Consideration of approving the purchase of one (1) Emergency Response Vehicle for the Fire Department using the Suburban Purchasing Cooperative Contract Number 122 from Currie Motors, Frankfort, IL in the amount of \$34,352.00.

RECOMMENDATION/MOTION: That the City purchase one (1) 2016 Ford Utility Police Interceptor using the Suburban Purchasing Cooperative Contract Number 122 from Currie Motors, Frankfort, IL in the amount of \$34,352.00 for the Fire Department be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 4 – City Services delivered in the most cost-effective, efficient manner

BACKGROUND: Currently there is a 2005 Mitsubishi Endeavor to be replaced in this Fiscal Year Budget. This unit has 57,255 miles on it at this time. Normal replacement is 10 years or 100,000 miles. This unit is used as a first responding vehicle to provide emergency service. The unit has high idle time that causes more engine wear and needs to be replaced at the 10 year time period. Staff recommends the pursuit rated vehicle because of its heavy duty design features. It has a Safety Canopy with Roll Over Sensor and Roll Curtain Air bag, Anti-Lock brakes with Advanced Trac and Traction Control. The unit is equipped with external engine oil cooler to extend component life. Total maintenance cost for the Endeavor is \$9,911.64 to date. Staff will move the Endeavor in to the Motor Pool to be used for travel and training to replace a 2000 Ford Crown Vitoria. Staff respectfully requests to have the replaced unit declared surplus and be sold on public auction at Publicsurplus.com it is expected to be worth \$1,200.00.

The Suburban Purchasing Cooperative is a joint purchasing program sponsored by the Northwest Municipal Conference (NWMC), DuPage Mayors & Managers Conference (DMMC) South Suburban Mayors and Managers Association (SSMMA), and Will County Governmental League (WCGL). Together the SPC represents 156 municipalities and townships in northeastern Illinois. The following entities are eligible to participate in the SPC joint purchasing programs: Municipalities, Townships, Counties, Fire Protection Districts, Park Districts, Libraries, School Districts and Non-Profit Organizations. The SPC exemplifies the benefits of intergovernmental cooperation on a regional basis.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This is budgeted in the FY 2016 Capital Lease – Licensed Vehicles account (40110133-72130). Stakeholders can locate this in the FY 2016 Proposed Budget Book titled “Other Funds & Capital Improvement Program” on pages 79 & 81.

Respectfully submitted for Council consideration.

Prepared by: Rob Krones, Superintendent of Fleet Maintenance
Eric Vaughn, Deputy Chief of Administration

Reviewed by: Brian Mohr, Fire Chief
Jim Karch, PE CFM, Public Works Director

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

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- F08 Order Form

Motion: That the City purchase one (1) 2016 Ford Utility Police Interceptor using the Northwest Suburban Purchasing Cooperative Contract Number 122 from Currie Motors, Frankfort, IL in the amount of \$34,352.00 for the Fire Department be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Buragas				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower							
				Mayor Renner			



**2016 Ford Utility Police Interceptor AWD
Contract # 122**

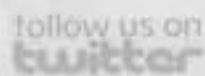


Currie Motors Fleet

"Nice People To Do Business With"

Your Full-Line Municipal Dealer
www.CurrieFleet.com

GOOD THRU: November 8th, 2015





2016 Ford Utility Police Interceptor AWD
Contract # 122
\$24,800.00

3.7 TI-VCT V6 FFV
6-Speed Automatic
Rear recovery hooks
Independent front/rear suspension
Engine Oil Cooler
18.6 gallon fuel tank
Engine Hour Meter
220 Amp Alternator
78 Amp Hour Battery
Lower black body side cladding
Dual Exhaust
Black spoiler
Electric Power Assist Steering
Acoustic laminated windshield
18" Tires and Wheels
Fixed glass lift gate
Full Size Spare
AM/FM/CD
Roll curtain airbag
Safety Canopy W/Roll Over
Sensor
Anti-Lock Brakes With Advanced
Trac and traction control
LED tail lamps
2nd/3rd Row Privacy Glass
My Ford police cluster
Black Grill
Headlamps-LED Low Beam
Halogen Hi Beam
Lift Gate Release Switch - 45
Second Time out

Rearview Camera With Washer
All-Wheel Drive
Manual folding power mirror
Fold flat 60/40 rear vinyl bench
Single Zone Manual Climate
Control
Power Windows - 1 Touch
Up/Down
Power Locks
Cruise Control/Tilt Wheel
Calibrated Speedometer
Column Shift
Work Task Light red/white
Simple fleet key
Power Adjustable Pedals
Two-Way Radio Pre-Wire
Particulate air filter
Power Pig tail
Delivery Within 30 Miles
Locking Glove Box

Standard Warranty:

Basic: 3 Years/ 36,000 Miles
Drivetrain: 5 Years/100,000 Miles
Corrosion: 5 Years/ Unlimited
Miles
Emissions: 8 Years/80,000 Miles
Roadside Assistance:
5Years/60,000 Mile

Optional Equipment:

<input type="checkbox"/>	99T	3.5L V-6 EcoBoost	\$3,120.00
<input type="checkbox"/>	51Y	Spot Light Drivers Side Incandescent	\$215.00
<input type="checkbox"/>	942	Daytime Running Lights	\$38.00
<input checked="" type="checkbox"/>	51R	Spot Light Drivers Side LED Bulb	\$395.00
<input type="checkbox"/>	51Z	Dual Spot Lights Incandescent	\$298.00
<input type="checkbox"/>	51S	Dual Spot Lights LED Bulb	\$527.00
<input checked="" type="checkbox"/>		Code3 Light Bar - loose shipped *New Pricing	\$1,349.00
<input type="checkbox"/>	52B	Enhanced PTU Cooler 52B - requires EcoBoost 99T	\$2553.00
<input type="checkbox"/>		Control Box For Lights - loose shipped	\$175.00
<input type="checkbox"/>		Two Tone Vinyl Package - call for options	\$794.00
<input type="checkbox"/>	21L	Front Auxiliary Light Red/Blue - requires option 60A	\$481.00
<input type="checkbox"/>		Vinyl Word Wrap "Police"	\$726.00
<input type="checkbox"/>		16" Push Bumpers	\$665.00
<input type="checkbox"/>	65L	18" Full Wheel Face Covers	\$51.00
<input type="checkbox"/>	60A	Pre-wiring grill lamp, siren, speaker	\$50.00
<input type="checkbox"/>	18X	100 Watt siren/speaker	\$300.00
<input type="checkbox"/>		Keyed Alike - Code #	\$44.00
<input type="checkbox"/>	90D	Ballistic drivers door panel	\$1,448.00
<input type="checkbox"/>	90E	Ballistic front door panels <i>Red</i>	\$2,794.00
<input checked="" type="checkbox"/>	21W	Forward Indicator - Red Blue Pocket Warning Light	\$558.00
<input checked="" type="checkbox"/>	53M	Sync	\$295.00
<input type="checkbox"/>	19L	Lockable gas cap	\$20.00
<input type="checkbox"/>	55B	Blind spot monitoring-requires Sync 53M	\$490.00
<input checked="" type="checkbox"/>	595	Remote keyless entry n/a with keyed alike	\$255.00
<input type="checkbox"/>	76R	Reverse sensing	\$254.00
<input type="checkbox"/>	41H	Engine block heater	\$35.00
<input type="checkbox"/>	16C	1" & 2 nd row carpet	\$107.00
<input type="checkbox"/>	68G	Rear handles & locks inoperable	\$35.00
<input type="checkbox"/>	18W	Rear window switches delete	\$35.00
<input checked="" type="checkbox"/>	63B	Side Marker LED - Red Blue <i>Red</i> - Requires 60A	\$254.00
<input type="checkbox"/>		Remappable (4) switches	\$155.00
<input type="checkbox"/>	85R	Rear console plate n/a with 65U	\$35.00
<input type="checkbox"/>	17A	Auxiliary A/C	\$568.00
<input type="checkbox"/>	60R	Radio suppression straps	\$135.00
<input type="checkbox"/>	40D	Dark car feature (courtesy lights inop)	\$50.00
<input checked="" type="checkbox"/>		Over-ride switch	\$285.00
<input type="checkbox"/>		Prisoner partition - loose shipped	\$705.00
<input type="checkbox"/>		Prisoner rear seat/barrier - loose shipped	\$1,250.00
<input type="checkbox"/>	68Z	Roof rack side rails	\$100.00
<input type="checkbox"/>	52P	Hidden door lock plunger w/inop handles	\$279.00
<input checked="" type="checkbox"/>	17T	Dome lamp red/white cargo area	\$43.00
<input type="checkbox"/>	86L	Auto Head Lamp	\$17.00
<input checked="" type="checkbox"/>	63L	Rear Quarter Glass Side Marker Lights - Red Blue <i>Red</i>	\$502.00
<input type="checkbox"/>	76D	Deflector Plate	\$292.00
<input type="checkbox"/>	64E	18" Aluminum Wheel	\$415.00

<input checked="" type="checkbox"/>	87R	Rearview Camera - Displays In Electrochromatic Mirror	N/C
<input checked="" type="checkbox"/>	549	Heated Mirrors	\$53.00
<input type="checkbox"/>	63V	Cargo Storage Vault	\$213.00
<input checked="" type="checkbox"/>		Rustproof & Undercoat	\$395.00
<input checked="" type="checkbox"/>		Remote start	\$450.00
<input type="checkbox"/>		Scotch guard	\$125.00
<input type="checkbox"/>		All weather mats	\$100.00
<input checked="" type="checkbox"/>		CD-Rom service manual	\$295.00
<input checked="" type="checkbox"/>		Delivery over 30 miles	\$125.00
<input type="checkbox"/>		License and Title fees MP plates	\$220.00

Optional Packages:

<input type="checkbox"/>	47C	Police Wire Harness Connector Kit – Front For connectivity to Ford PI Package solutions includes: <ul style="list-style-type: none"> • (2) Male 4-pin connectors for siren • (5) Female 4-pin connectors for lighting/siren/speaker • (1) 4-pin IP connector for speakers • (1) 4-pin IP connector for siren controller connectivity • (1) 8-pin sealed connector • (1) 14-pin IP connector 	\$125.00
<input type="checkbox"/>	21P	Police Wire Harness connector Kit – Rear For connectivity to Ford PI Package solutions includes: <ul style="list-style-type: none"> • (1) 2-pin connector for rear lighting • (1) 2-pin connector • (6) Female 4-pin connectors • (6) Male 4-pin connectors • (1) 10-pin connector 	\$150.00
<input type="checkbox"/>	65U	Police Interior Upgrade Package Note: See upfitters guide for further info Includes: Cloth rear seats, Floor mats front & rear, 1 st row and 2 nd row carpet floor covering, Full floor console with unique police finish panels (not available with 67G 67H 67U)	\$390.00
<input type="checkbox"/>	66A	Front Headlamp Lighting Solution Includes: Base LED low beam/halogen high-beam with wig-wag function, 2-white LED side warning lights, wiring, LED lights included, controller NOT included.	\$877.00
<input type="checkbox"/>	86P	Front Headlamp Housing Only Pre-drilled side marker holes (does not include lights)	\$120.00
<input type="checkbox"/>	66B	Tail Lamp Lighting Solution Includes: Base LED lights plus 2-rear integrated white LED side warning lights, wiring, controller NOT included, N/A with 67H	\$392.00
<input type="checkbox"/>	66C	Rear Lighting Solution Includes two backlit flashing LED lights (mounted to inside lift gate glass), two lift gate flashing LED lights (not available with Police Interceptor package 67H)	\$437.00

<input type="checkbox"/> 86T	Tail Lamp Lighting Solution Pre-existing holes with standard twist lock-sealed capability, does NOT include LED lights. N/A w/66B and 67H	\$53.00
<input type="checkbox"/> 67U	Ultimate Wiring Package -not available with Interior Upgrade Package Includes the following: <ul style="list-style-type: none"> • Rear console mounting plate (85R)-contours through 2nd row; channel for wiring • Pre-wiring for grille LED lights, siren and speaker (60A) • Wiring harness I/P to rear (overlay) • (2) light cables-supports up to (6) LED lights (engine compartment/grille) • (2) 50-amp battery and ground circuits in RH rear-quarter • (1) 10-amp siren/speaker circuit engine cargo area • Rear hatch/cargo area wiring-supports up to (6) rear LED lights N/A with 65U, 67G, 67H	\$540.00
<input type="checkbox"/> 67G	Cargo Wiring Upfit Package -not available with Interior Upgrade Package <ul style="list-style-type: none"> • Rear Console Mounting Plate • Wiring overlay harness w/lighting & siren interface connections • Vehicle engine harness: 2-light connectors, 2-grill light connectors, 2-50 amp battery ground circuits in power junction box, 2-10 amp siren/speaker circuit • Whelen lighting PCC8R control head • Whelen PCC8R Light Relay Center • Whelen specific cable connects PCC8R to control head • Pre-wiring for grill lights siren and speaker (not available with 65U 67H and 67U)	\$1,139.00
<input checked="" type="checkbox"/> 67H	Ready for the Road Package -not available with Interior Upgrade Package All-in Complete Package-Includes Police Interceptor Packages 66A 66B 66C plus <ul style="list-style-type: none"> • Whelen Cencom light controller • Whelen Cencom relay center/siren amp with traffic advisor • Light controller/relay Cencom wiring • Grille LED Lights • 100 Watt Siren/Speaker • (9) I/O digital Serial Cable (console to cargo) • Hidden door lock plunger & rear door handles inoperable → <i>omit</i> • Rear console mounting plate (not available with 66A 66B 66C 67G 67U 65U)	\$3,102.00

Optional Warranty Coverage:

<input type="checkbox"/>	ESP Extended Warranty Extra Care 5-Year 60,000 miles	\$1,035.00
--------------------------	---	------------

Options – Exterior

<input type="checkbox"/>	Dark Blue	
<input type="checkbox"/>	Lt. Blue Metallic	
<input type="checkbox"/>	Kodiak Brown	
<input type="checkbox"/>	Silver Grey Metallic	
<input type="checkbox"/>	Ingot Silver	
<input type="checkbox"/>	Shadow Black	
<input type="checkbox"/>	Oxford White	
<input type="checkbox"/>	Med. Titanium	
<input type="checkbox"/>	Royal Blue	
<input type="checkbox"/>	Sterling Grey	
<input type="checkbox"/>	Medium Brown Metallic	
<input type="checkbox"/>	Arizona Beige Metallic	
<input type="checkbox"/>	Smoke Stone Metallic	
<input type="checkbox"/>	Dark Toreador Red Metallic	
<input type="checkbox"/>	Norsea Blue Metallic	
<input type="checkbox"/>	Ultra Blue Metallic	
<input type="checkbox"/>	Blue Jeans Metallic	
<input checked="" type="checkbox"/>	Special Paint	\$873.00

vermillion Red

Options – Interior

<input checked="" type="checkbox"/>	Charcoal Black w/vinyl rear	
<input type="checkbox"/>	Charcoal Black w/cloth rear	\$55.00

2016MY VSO PI lighting options for Utility				SOC
Vehicle line	Option Description	Detail		
Utility	Side mirror lights	Utility mirror caps to be red/red	ZAC	\$ 32.00
✓		Utility mirror caps to be blue/blue	ZAB	
Utility	Rear LED lights	Utility rear window and trunk decklid LED lights to be red/red	ZAE	\$ 39.00
✓		Utility rear window and trunk decklid LED lights to be blue/blue	ZAD	
Utility	Grille LED lights	Utility front grille LED lights to be red/red	ZAI	\$ 152.00
✓		Utility front grille LED lights to be blue/blue	ZAJ	
Utility	Rear Vertex lights	Utility rear vertex lights to be blue/blue	ZAM	\$ 33.00
✓		Utility rear vertex lights to be red/red	ZAN	
		Utility rear vertex lights to be red/blue split	ZAO	
Utility	Front Vertex lights	Utility front vertex lights to be blue/blue	ZAF	\$ 30.00
✓		Utility front vertex lights to be red/red	ZAG	
		Utility front vertex lights to be red/blue split	ZAH	
Utility	Rear Quarter Glass lights	Utility rear quarter glass to be blue/blue	ZAK	\$ 33.00
✓		Utility rear quarter glass to be red/red	ZAL	
Utility	Front Indicator Pocket Warning Light	**NEW for 2016MY**		Check VSO order guide - submit inquiry if option does not exist.
Utility	Forward Warning Aux light	**NEW for 2016MY**		
Utility	H0 (high-intensity) wide angle lights			
Utility	Front PTW (park/turn/wig wag) lights			

\$ 323.00



Please enter the following:
Agency Name & Address

City of Bloomington

Contact Name

Rob Krones

Phone Number

309-434-2296

Purchase Order Number

Fleet Identification Number

Total Dollar Amount

\$ 34,352.00

Total Number of Units

1

Delivery Address

336 South Main St
Bloomington IL 61701

Please submit P.O. & tax exempt letter with Vehicle Order:

*Currie Motors
9423 W. Lincoln Hwy
Frankfort, IL 60423
PHONE: (815)464-9200 FAX: (815) 464-7500
CurrieFleet@gmail.com
Contact Person: Tom Sullivan*

IF WE HAVE MISSED AN OPTION, PLEASE CONTACT OUR OFFICE.
COMPLETE UNITS IN STOCK FOR IMMEDIATE DELIVERY, CAN BE VIEWED
ON OUR WEBSITE WWW.CURRIEFLEET.COM



CONSENT AGENDA ITEM NO. 7P

FOR COUNCIL: July 27, 2015

SUBJECT: Consideration of approving an Ordinance Amendment to Chapter 29, Article XXI, Section 180 of the City Code Pertaining to the Major Butler Lot, and the related Lease Agreement.

RECOMMENDATION/MOTION: That the Ordinance Amendments to Chapter 29 of the City Code be adopted, the Lot Use and Lease Agreements be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: The existing City Code provisions provide for limited free parking within the Major Butler Parking Lot. A few nearby property and business owners have inquired about leasing spaces in the lot. To gauge the interest in leasing spaces in the lot, the Downtown Business Association assisted City Staff with an informal survey. Thirty letters were sent to adjacent and downtown property and business owners. Of the fourteen responses provided; two preferred converting the lot to monthly lease, eight indicated changing the lot from 2 to 4 hours of free parking, two indicated retain current conditions and two indicated no interest. The complete survey and results are attached. Staff also performed a lot utilization evaluation for a two week time period in April. The number of vehicles parked in the lot at 10:00 am and 2:00 pm were recorded. Results of the evaluation are attached and indicate that the lot is under-utilized. Based on the survey and utilization results, staff is recommending that spaces at the north end of the lot be made available for lease and the time limit for free parking in the remainder of the lot be increased to 4 hours. A map of the downtown public parking facilities is attached and additional downtown parking information is provided in the Parking Policy Framework, Section IV, of the Downtown Bloomington Strategy located at <http://www.cityblm.org/modules/showdocument.aspx?documentid=6034>

The lot is also used for events held at the U.S. Cellular Coliseum in accordance with various contracts and practices of Central Illinois Arena Management. Parking fees are charged for many of these events which also generates revenue for the City. To avoid conflicts and document coordination responsibilities, the attached Use Agreement and Lease Agreement have been created. Execution of the Use Agreement, approval of the Lease Agreement and adoption of the City Code Amendment are necessary to proceed.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Central Illinois Arena Management, Downtown Business Association and Adjacent Downtown Business and Property Owners.

FINANCIAL IMPACT: Lease of the spaces at the north end of the lot will generate revenue for the City. Currently, the lease of five spaces have been requested which will generate \$3,000 annually. The lease of all eighteen spaces at the north end of the lot would provide an annual revenue of \$10,800. Revenue from the lease of the spaces will be recorded in the Parking-Monthly Parking Fees Account (10015490-54520). Stakeholders can locate this account in the FY 2016 Proposed Budget Book titled “Budget Overview & General Fund” on page 279.

Respectfully submitted for Council consideration.

Prepared by: Russel Waller, P.E., Facilities Manger

Reviewed by: Stephen Rasmussen, Assistant City Manager

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

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Ordinance Amending Chapter 29, Article XXI, Section 180
- Major Butler Lot Use Agreement & Map
- Major Butler Lot Lease Agreement
- Major Butler Lot Lease Survey
- Major Butler Lot Utilization
- Downtown Parking Facilities Map

Motion: That the Amendments to Chapter 29 of the City Code be adopted, the Lot Use and Lease Agreements be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower				Alderman Buragas			
Alderman Mwilambwe							
				Mayor Renner			

ORDINANCE 2015 -

AN ORDINANCE AMENDING THE CITY'S PROVISIONS ON MOTOR VEHICLES
& TRAFFIC FOR THE CITY OF BLOOMINGTON

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

SECTION 1. That Chapter 29, Article XXI, Section 180 of Bloomington City Code, 1960, as amended, shall be further amended as follows (unless otherwise noted, additions are indicated by underlines; deletions indicated by strikeouts):

- (a) Parking rates for parking in off-street parking lots and garages operated by parking devices shall be as follows:
 - (3) Major Butler Parking Lot: \$50.00 per month for spaces at the north end of the lot. Parking is free in all other spaces ~~Except~~ when events are held at the U.S. Cellular Coliseum for time periods in accordance with contracts or policies related to the Coliseum ~~parking is free~~; however, no vehicles shall be allowed to park for more than ~~two~~ ~~(2)~~ four (4) hours in any designated public parking space. Each designated public parking space is independent of the other.
 - (4) Pepsi Ice Center Parking Garage: \$50.00 per space per month. Except when events are held at the U.S. Cellular Coliseum for time periods in accordance with contracts or policies related to the Coliseum, the first and second levels shall be free; however, no vehicle shall be allowed to park more than four (4) hours per day in such facility. Vehicles exceeding the four (4) hour daily limit shall be fined in the amount provided under Section 187 of this Article for each additional four (4) hour period, or part thereof, the vehicle is parking in excess of the initial time of any subsequent four (4) hour period. No vehicle may be parked in the free portion of the Pepsi Ice Center Parking Garage more than one time during the same day, regardless of whether the vehicle occupied the same or another space in that portion of the parking garage and regardless of whether the vehicle was parked for the full amount of time allowed by this ordinance.

SECTION 3. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 4. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 5. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 6. This ordinance shall be effective immediately after the date of its publication as required by law.

SECTION 7. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 27th day of July, 2015.

APPROVED this _____ day of July, 2015.

APPROVED:

Tari Renner, Mayor

ATTEST:

Cherry Lawson, City Clerk

MAJOR BUTLER LOT USE AGREEMENT

This AGREEMENT, entered into on or as of the _____ day of July 2015, by and between the CITY OF BLOOMINGTON, ILLINOIS, a Municipal Corporation, hereinafter referred to as "CITY" and CENTRAL ILLINOIS ARENA MANAGEMENT, INC., an Illinois corporation, hereinafter referred to as "CIAM".

Whereas, the CITY and CIAM have entered into various Agreements regarding the US Cellular Coliseum, which outline operation and management of said facility; and,

Whereas, the CITY and CIAM wish to execute an agreement regarding use of the Major Butler Parking Lot, hereinafter referred to as "LOT"; and,

Whereas, the CITY owns the LOT and desires to provide parking for downtown residents, businesses and property owners; and

Whereas City has entered into lease agreements pertaining to several spaces in the LOT;

Whereas, CIAM requests to use the LOT for concerts, shows and other events at the US Cellular Coliseum;

NOW, therefore, the parties hereto agree as follows:

1. The CITY agrees to allow CIAM use of the LOT except the leased spaces shown on Attachment A for parking, equipment and material staging, and special purposes.
2. CIAM agrees to provide all staff and other resources required to manage its use of the LOT.
3. CIAM agrees to provide all barricades or other devices used to control LOT access and remove said access control devices from the LOT after each use.
4. CIAM agrees to remove all trash and debris and repair any damage resulting from its use (including use by its patrons) of the LOT.
5. CIAM agrees to provide access to the leased spaces and to prohibit use of these spaces by anyone other than the lessees during CIAM's use of the LOT between the hours of 8am and 6pm, Monday through Friday excluding City Holidays.
6. CIAM agrees to provide and coordinate alternate parking for lessees if a special event at the US Cellular Coliseum requires the entire use of the LOT.
7. This AGREEMENT and the covenants contained herein shall be null and void in the event the aforementioned agreements covering operation and management of the US Cellular Coliseum are not renewed or replaced by a subsequent agreement between the parties which addresses the use of the Lot. This agreement shall be binding upon and to the benefit of the parties hereto and their successors.
8. This AGREEMENT and the covenants contained herein may be terminated by either party by providing written notice to the other party not less than thirty (30) days prior to termination.
9. The rights conferred by this AGREEMENT shall be non-transferrable, and non-assignable.

MAJOR BUTLER LOT USE AGREEMENT

Dated at Bloomington, Illinois, this _____ day of July, 2015.

City of Bloomington, Illinois
A Municipal Corporation

Central Illinois Arena Management, Inc.
An Illinois Corporation

BY: _____

BY: _____

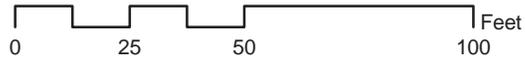
ATTEST:

ATTEST:

BY: _____

BY: _____

MAJOR BUTLER PARKING LOT MAP - ATTACHMENT A





Facilities Management
115 E. Washington St., PO BOX 3157
Bloomington, IL 61702-3157
Phone: 309-434-2207
Fax: 309-434-2858

Major Butler Parking Lot Lease Agreement

Name: _____

Phone: _____

Address: _____

Email: _____

Terms and Conditions of Parking Space Lease

- 1. Customer's first month parking fee will be pro-rated from date of issuance to the 30th.
2. A nonrefundable parking hanger charge of \$12.00 shall be paid when originally issued, for replacement of a lost or stolen hanger and when reactivated if parking privileges are revoked.
3. Customer will be invoiced \$50.00 on the 1st of each month.
4. If payment is not received within 30 days of invoice date, parking privileges will be revoked, parked vehicle ticketed and subject to tow at customer's expense.
5. Payments can be made with cash, check or credit/debit card.
6. In person payments shall be made at the Cashiers Office in City Hall.
7. To discontinue your monthly parking, written cancellation must be received prior to the 20th of the month.
8. Speed limit in the lot is 5 MPH.
9. Parking Hanger shall be attached to the rearview mirror and readily visible from the outside of the vehicle or vehicle shall be ticketed and subject to tow at customer's expense.
10. Parking space is reserved for customers use only between the hours of 8am and 6pm, Monday through Friday excluding City Holidays.
11. Vehicle maintenance or repair shall not be performed in the lot.
12. City shall not be responsible for damage or theft of vehicle or personal property while parked in the lot.
13. Customer recognizes that the lot is also utilized for events at the US Cellular Coliseum and traffic congestion in and around the lot may occur during these events.
14. Customer may be relocated to an alternate parking location if a special event at the US Cellular Coliseum requires use of the entire lot.
15. Customer's name and contact information shall be released to the US Cellular Coliseum management company for event coordination purposes.

The undersigned (Customer) hereby acknowledges and agrees to the above terms and conditions.

Signature: _____

Hanger # _____

Date Issued _____

Vehicle Make / Model _____

Vehicle License Plate _____

Invoice Amount _____

MAJOR BUTLER LOT LEASE SURVEY

The following questions were submitted by hand delivered letter to the businesses and residents located within a 2 block radius of the Major Butler Parking Lot:

The spaces in this lot should be:

- A Reserved (Leased) use – Monthly permit parking only. First Come, First Served.
- B Regulated use, 4 hour time limit during working hours, free use evenings and weekends.
- C Retain current regulated use, 2 hour time limit during working hours, free use evening and weekends
- D I am not interested in using this parking lot

Of the 30 letters submitted we received 14 responses noted as follows:

- A. Reserved Use – **2 votes** (with one additional request noted below)*
- B. Regulated Use, 4 hour - **8 votes**
- C. Retain Current Use – **2 Votes**
- D. NOT INTERESTED - **2 votes**

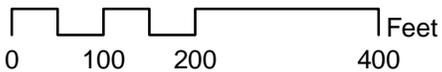
*Jeff Lindsay of Jennings, Lindsay and Luckman located at 318 W Washington suggests the lot be split 50% 4 hour regulated public use and 50% permit parking only

**Removal of unsightly chain link fencing was also requested by 3 of the 13 respondents.

Butler Lot Utilization

Date	Day	10:00am # of Vehicles	2:00pm # of Vehicles
4/6/2015	Monday	13	6
4/7/2015	Tuesday	13	8
4/8/2015	Wednesday	13	12
4/9/2015	Thursday	13	14
4/10/2015	Friday	14	6
4/13/2015	Monday	13	8
4/14/2015	Tuesday	13	8
4/15/2015	Wednesday	15	13
4/16/2015	Thursday	13	7
4/17/2015	Friday	14	8
Overall Average morning & afternoon		11	
Morning Average		13	
Afternoon Average		9	
Monday Average		10	
Tuesday Average		10	
Wednesday Average		13	
Thursday Average		11	
Friday Average		10	
Most Cars		15	Wednesday Morning
Least cars		6	Friday Afternoon

DOWNTOWN PUBLIC PARKING FACILITIES MAP





CITY OF
Bloomington ILLINOIS
CONSENT AGENDA ITEM NO. 7Q

FOR COUNCIL: July 27, 2015

SUBJECT: Consideration of adoption of an ordinance for Case No. V-01-15 petition requesting the approval of a vacation of a public alley and to retain a public utility easement which is located at west of Linden Street, north of Empire Street residential properties.

RECOMMENDATION/MOTION: Adopt an ordinance for Case V-01-15 for the vacation of a public alley and to retain a public utility easement for land located west of Linden Street, north of Empire Street residential properties.

STRATEGIC PLAN LINK: The alley vacation is linked to Goal 1, Financially Sound City Providing Quality Basic Services, Objective D, City services delivered in a most cost-effective, efficient manner.

STRATEGIC PLAN SIGNIFICANCE: The vacation will facilitate the objective of providing cost-effective and efficient city services by not having to administer ownership and control of the alley when the alley is not used for public access to the adjacent properties.

BACKGROUND:

The City of Bloomington desires to vacate a north-south alley and retain an easement in the same location for utilities. The alley has residential homes to the east and north across Emerson Street. West of the alley the land is heavily wooded and adjacent to the Constitutional Trail. The ownership of the alley will be transferred just to the residential land owners to the east. No land will be transferred to the land owner to the west since it is right of way for the Constitutional Trail. This alley continues to the south where it is not part of this petition but is part of another alley vacation petition. This separate petition is also being requested at this same meeting.

The alley is not used for access to a public street. The homes east of the alley have driveway access to Linden Street. The alley is only used for private utilities and there is a request to retain a utility easement. The easement being retained will allow the utility companies to continue the operation and maintenance of their utilities. Thus the utility companies were not contacted in this case.

The vacation of streets and alleys is governed by the Illinois Municipal Code. Specifically, Section 11-91-1 of the Illinois Municipal Code allows the corporate authorities to vacate any street or alley when it is deemed to be in the public interest. This must be done by ordinance and passed by an affirmative vote of three-fourths of the alderman then holding office. Accordingly, a vote of 7 is required for passage of the ordinance to vacate the property. In addition, Section 11-91-1 provides the ordinance vacating may provide it shall not become effective until the abutting property owner pays compensation in an amount, as determined by the corporate authorities, to be the fair market value of the property acquired or of the benefits which will accrue to them by reason of the vacation.

In this case, the City is the petitioner seeking to vacate the alley. In such situations, the City does not seek compensation for the vacation. Regardless, the property being vacated is situated in such a manner that it would little benefit to the adjoining property owners.

PLANNING COMMISSION

This case was before the Planning Commission for a public hearing and review on May 27, 2015. Staff explained how the alley is not used for access and the assessor's office has indicated there will not be an increase in property values when the land is added to the residential properties. Two citizens inquired about as to property values and restrictions to the alley. Staff explained no permanent structures would be allowed but a fence, patio, or garden would be allowed. No one else from the public spoke regarding the petition. The Planning Commission voted to recommend approval of the vacation by a vote of 9-0. This recommendation is consistent with staff's position.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:

Public notice was published in the Pantagraph in accordance with City Code. In accordance with City Code, courtesy copies of the Public Notice were mailed to approximately 17 adjacent property owners. In addition a public notice/identification sign was posted on the property.

FINANCIAL IMPACT:

If the alley vacation is approved, there should be no change in city revenues but a slight decrease in the cost of providing services.

Respectfully submitted for Council consideration.

Prepared by: Mark Woolard, City Planner

Reviewed by: Tom Dabareiner, Director of Community Development

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

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- COB Alley Vacation Linden St. Petition, Ordinance & Exhibits
 - Planning Commission Report for 5-27-15 Meeting
 - Draft 5-27-15 Planning Commission Minutes
 - Location Map
 - Aerial Map
 - Map of Properties Where Owners Notified
 - Property Owners Notified
-

Motion: That the City Council Adopt an ordinance for Case V-01-15 for the vacation of a public alley and to retain a public utility easement for land located west of Linden Street, north of Empire Street residential properties.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Hauman				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Buragas			
Alderman Painter							
				Mayor Renner			

ORDINANCE 2015 - ____

**AN ORDINANCE VACATING A NORTH-SOUTH
ALLEY WEST OF LINDEN STREET**

WHEREAS, the City owns a north-south alley located west of Linden Street and further described on the Plat of Vacation attached hereto as Exhibit A; and

WHEREAS, the City petitioned for said alley to be vacated while retaining an easement in the same location for utilities; and

WHEREAS, a public hearing on the vacation was held by the City's Plan Commission on May 27, 2015, and the Plan Commission recommended the vacation; and

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/11-91-1, provides that the corporate authorities of a municipality may vacate any street or alley when such is determined to be in the public interest; and

WHEREAS, the City Council has determined that the relief to the public from the further burden and responsibility of maintaining the alley constitutes a public use or public interest authorizing the vacation thereof; and

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

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

SECTION 2. Subject to the retention of a utility easement within the alley, the City hereby vacates the alley as depicted on the Vacation Plat attached as Exhibit A ("Vacated Alley"). Title to the Vacated Alley shall be acquired by and devolve the adjacent property owners as set forth on Exhibit B.

SECTION 3. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 4. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 5. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 6. This ordinance shall be effective immediately after the date of its publication as required by law.

SECTION 7. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this ___ day of _____, 2015.

APPROVED this ___ day of _____, 2015.

APPROVED:

Tari Renner
Mayor

ATTEST:

Cherry Lawson
City Clerk

EXHIBIT A PLAT OF VACATION

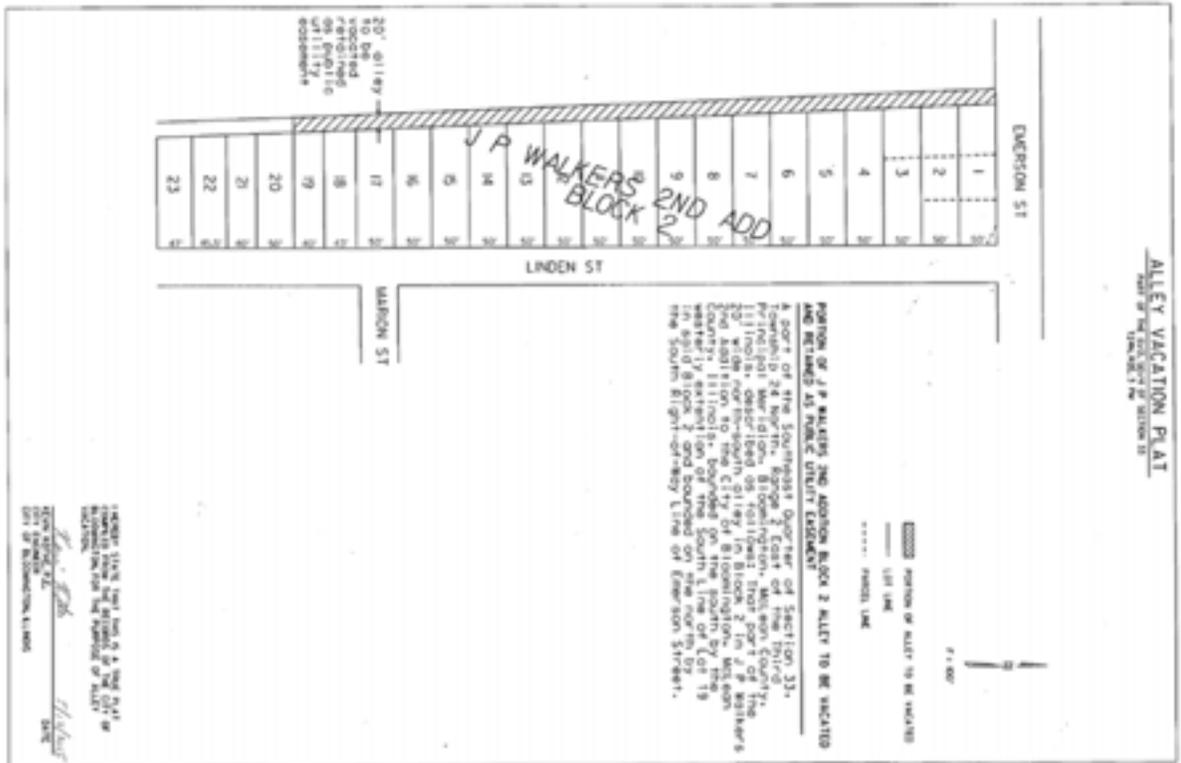


EXHIBIT B
ADJACENT PROPERTY OWNERS

The alley shown on the Plat of Vacation will be vacated as follows to the specific parcels:

20' to the west will be added to parcel 14-33-482-026
20' to the west will be added to parcel 14-33-482-006
20' to the west will be added to parcel 14-33-482-007
20' to the west will be added to parcel 14-33-482-008
20' to the west will be added to parcel 14-33-482-009
20' to the west will be added to parcel 14-33-482-010
20' to the west will be added to parcel 14-33-482-011
20' to the west will be added to parcel 14-33-482-012
20' to the west will be added to parcel 14-33-482-013
20' to the west will be added to parcel 14-33-482-014
20' to the west will be added to parcel 14-33-482-015
20' to the west will be added to parcel 14-33-482-016
20' to the west will be added to parcel 14-33-482-017
20' to the west will be added to parcel 14-33-482-018
20' to the west will be added to parcel 14-33-482-019
20' to the west will be added to parcel 14-33-482-020
20' to the west will be added to parcel 14-33-482-021

EXHIBIT C
Legal Description

PORTION OF J P WALKERS 2ND ADDITION BLOCK 2, ALLEY TO BE VACATED
AND RETAINED AS PUBLIC UTILITY EASEMENT

A part of the Southeast Quarter of Section 33, Township 24 North, Range 2 East of the Third Principal Meridian, Bloomington, McLean County, Illinois, described as follows: That part of the 20' wide north-south alley in Block 2 in J P Walkers 2nd Addition to the City of Bloomington, McLean County, Illinois, bounded on the south by the westerly extension of the south line of Lot 19 in said Block 2 and bounded on the north by the south right-of-way line of Emerson Street.

**CITY OF BLOOMINGTON
REPORT FOR THE PLANNING COMMISSION
MAY 27, 2015**

SUBJECT:	TYPE:	SUBMITTED BY:
V-01-15 West of Linden St., North of Empire St.	Alley Vacation. Retention of utility easement	Mark Woolard City Planner

REQUEST

The petitioner is seeking a vacation of a public alley and to retain a public utility easement.

NOTICE

The application has been filed in conformance with applicable procedural and public notice requirements.

GENERAL INFORMATION

Owner and Applicant: City of Bloomington

PROPERTY INFORMATION

Existing Zoning: R-1C, Single-Family Residence District, M-1, Restricted Manufacturing District
 Existing Land Use: Vacant
 Property Size: 933 feet long by 20 feet wide

Surrounding Zoning and Land Uses

Zoning

North: R-1C, Single-Family Residence District
 South: M-1, Restricted Manufacturing District
 East: R-1C, Single-Family Residence District
 West: R-1C, Single-Family Residence District
 West: M-1, Restricted Manufacturing District

Land Uses

Single-Family Residence
 Alley and Storage Building
 Single-Family Residences
 Constitution Trail
 Constitution Trail

ANALYSIS

Submittals

This report is based on the following documents, which are on file with the Community Development Department:

1. Petition for vacation of public alley and retained of a public utility easement.
2. Aerial photograph
3. Alley Vacation Map
4. Photographs

Project Description

The petitioner desires to vacate a north-south alley and retain an easement in the same location for utilities.

Nearby Land Uses

The subject property has residential homes to the east and north across Emerson Street. The land west of the alley is heavily wooded and adjacent to the Constitutional Trail. South of the alley pertaining to this petition, the alley continues into an industrial area. That alley is also being requested to be vacated at this same meeting.

The alley is not used for access to a public street. The homes east of the alley have driveway access to Linden Street. The alley is only used for utilities and the thus there is a request to retain a utility easement.

STAFF RECOMMENDATION:

Since the alley is not being used for access to a public street, staff recommends the Planning Commission pass a motion recommending that the City Council approve the request for the vacation of a public alley and the retained public utility easement in Case V-01-15 for the alley located west of Linden St., north of Empire St. and described in Exhibit A.

Respectfully submitted,

Mark Woolard
City Planner

**UNAPPROVED MINUTES
BLOOMINGTON PLANNING COMMISSION
REGULAR MEETING
WEDNESDAY, MAY 27, 2015, 4:00 P.M.
COUNCIL CHAMBERS, CITY HALL
109 EAST OLIVE STREET, BLOOMINGTON, ILLINOIS**

MEMBERS PRESENT: Mr. Balmer, Mr. Barnett, Mr. Diamond, Mr. Pearson, Mr. Protzman, Ms. Schubert, Mr. Scritchlow, Mr. Stanczak, Mr. Suess

MEMBERS ABSENT: Mr. Cornell

OTHERS PRESENT: Mr. Tom Dabareiner, Community Development Director
Mr. Kevin Kothe, City Engineer
Mr. Mark Woolard, City Planner

CALL TO ORDER: Chairman Stanczak called the meeting to order at 4:00 P.M.

ROLL CALL: Mr. Woolard called the roll. A quorum was present.

PUBLIC COMMENT: None

MINUTES: The Commission reviewed the May 13, 2015 minutes. On page one “being” is to be deleted after “Hotel Drive needs to be”. Three sentences later “condition” is to be “conditioned”. On page two “they” is to be deleted after the first “401”. In the next paragraph “and no one spoke” is to be added after “petition”. Mr. Pearson moved to approve the May 13, 2015, minutes. Mr. Scritchlow seconded the motion which passed by a vote of 9-0 with the following votes being cast on roll call: Mr. Scritchlow-yes; Mr. Barnett -yes; Mr. Balmer-yes; Mr. Protzman-yes; Mr. Stanczak-yes; Mr. Diamond-yes; Mr. Pearson-yes; Ms. Schubert-yes; Mr. Suess-yes.

REGULAR AGENDA:

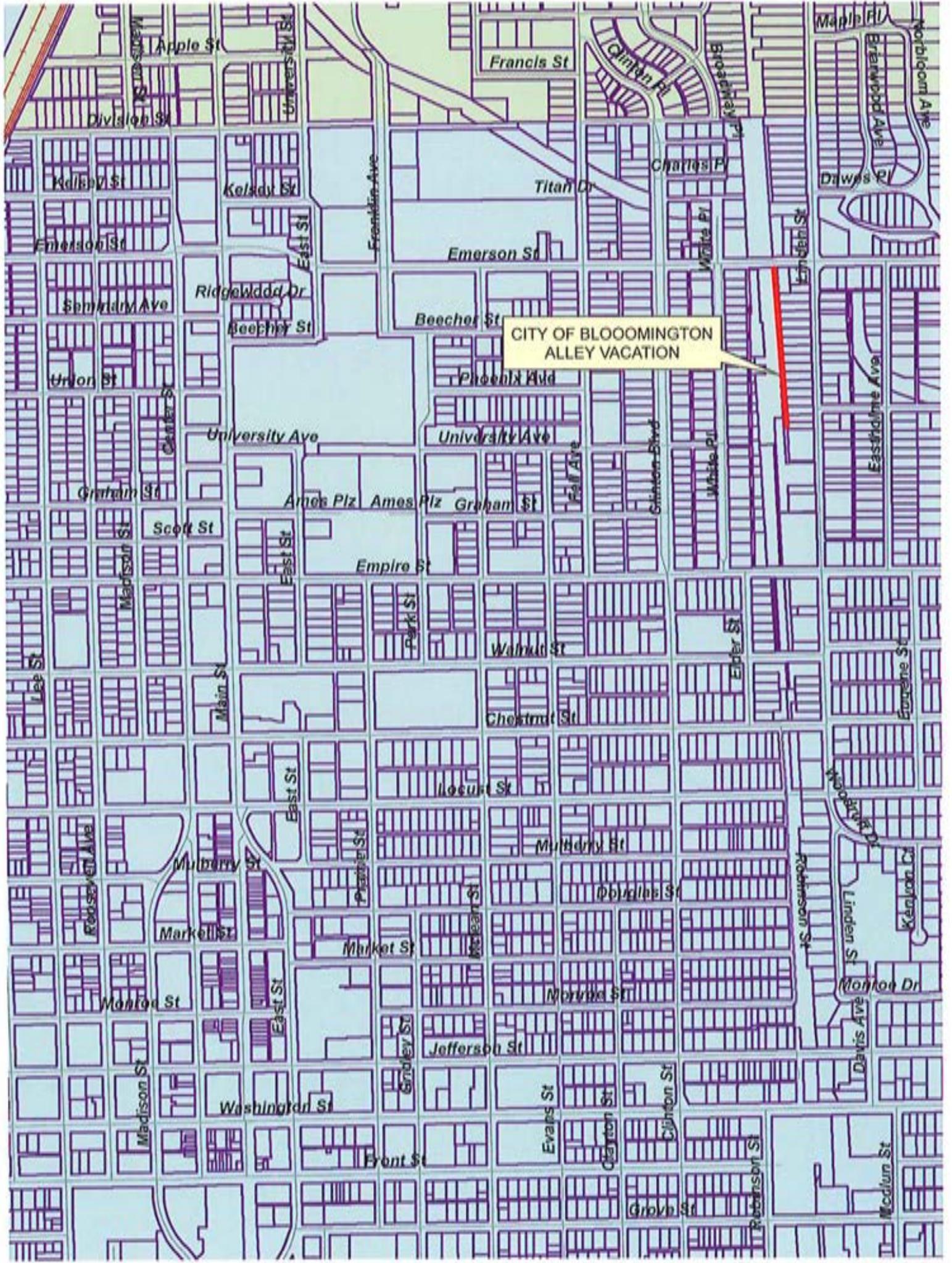
V-01-15. Public hearing and review on the petition filed by City of Bloomington, requesting approval of the vacation of a public alley and to retain a public utility easement located west of Linden Street, north of Empire Street.

Chairman Stanczak introduced the case. Mr. Woolard identified the location and the adjacent zoning and land uses. He stated the petitioner is the city. The adjacent residences have access out to Linden Street and a utility easement will be retained. Staff recommends approval of the vacation. He said the assessor’s office indicated value would not be added to the parcels.

Chairman Stanczak opened the public hearing. Terry Brown, 1322 N. Linden Street was sworn in. He said they had been worried about the increase in property taxes. Kim Brown questioned if there would be a lot of restrictions. Mr. Kothe stated with utility easement there would have restrictions of no permanent structures but a fence, patio, garden would be allowed but no garage. He doubts the assessor would increase the value because of the restrictions. Mr. Dabareiner stated by adding the area it provided additional distance from the building setback.

Mr. Brown stated they do not oppose the vacation. There was a brief discussion on the treatment of private sewers in the alleys. Mr. Kothe will check with legal for future vacations. Chairman Stanczak closed the public hearing.

Mr. Pearson moved for case V-01-15 for west of Linden Street, north of Empire Street seeking the vacation of a public alley and to retain a public utility easement to submit to City Council for approval. Mr. Balmer seconded the motion which passed by a vote of 9-0 with the following votes being cast on roll call: Mr. Scritchlow-yes; Mr. Barnett -yes; Mr. Balmer-yes; Mr. Protzman-yes; Mr. Stanczak-yes; Mr. Diamond-yes; Mr. Pearson-yes; Ms. Schubert-yes; Mr. Suess-yes.

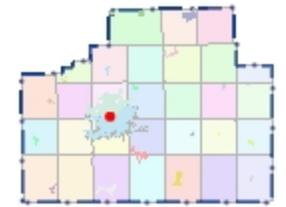


CITY OF BLOOMINGTON
ALLEY VACATION





Properties Where Owners Notified - Adjacent to Alley



Legend

- Parcels
- Condo_Improve
- Interstates
- US_Highways
- State_Highways
- County_Highways
- Minor_Arterial
- Major_Collector
- Minor_Collector
- Local_Road_Street
- Alleys
- Private_Streets
- Railroad
- County



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Notes

CAROL H PRICE
113 W Cypress St
Normal, IL 61761-1622

MARK E HOSPELHORN
1304 N LINDEN ST
BLOOMINGTON, IL 61704

ISU CREDIT UNION
1309 S CENTER ST
NORMAL, IL 61761

STEPHANIE SHOEMAKER
1310 N LINDEN ST
BLOOMINGTON, IL 61701

KELLY REEVE
1314 N LINDEN
BLOOMINGTON, IL 61701

ELIZABETH DRNEC
1316 N LINDEN
BLOOMINGTON, IL 61701

KENNETH P TUDOR
1318 N LINDEN
BLOOMINGTON, IL 61701

BRENDA BRYAN
1320 N LINDEN ST
BLOOMINGTON, IL 61701

KIMMARIE & TERRANCE BROWN
1322 N LINDEN ST
BLOOMINGTON, IL 61701-1939

JOHN R & PAULA HARDY
1324 N LINDEN ST
BLOOMINGTON, IL 61701-1939

DANIEL C & JAMIE L. BILLINGTON MARDIS
1328 N Linden St
Bloomington, IL 61701-1939

BETH ANN HATT
1336 N LINDEN
BLOOMINGTON, IL 61701

BERTON F HOBBS
1728 BANYAN DR
VENICE, FL 34293-1607

TERRY ZAMARRON
215 White Tail St
Hudson, IL 61748-7636

DUSTIN L HERRMANN
302 N CREEK CT
PRINCEVILLE, IL 61559-9719

JANICE WEPPLER ADMINISTRATOR
ESTATE OF KELLY WEPPLER
43 MARY JANE LN
SPRING VALLEY, IL 61362-1260

DOLORES M & DORIS A BOYD
709 E EMERSON ST
BLOOMINGTON, IL 61701-1857

SHEILA E TAYLOR
9130 POLARIS DRIVE
BLOOMINGTON, IL 61705

LEXKEL INC
PO BOX 4831
SCOTTSDALE, AZ 85261



CONSENT AGENDA ITEM NO. 7R

FOR COUNCIL: July 27, 2015

SUBJECT: Consideration of adoption of an ordinance for Case No. V-02-15 petition requesting the approval of a vacation of a public alley located west of Linden Street and North of Empire Street commercial properties.

RECOMMENDATION/MOTION: Adopt an ordinance for Case V-02-15 for the vacation of a public alley for land located west of Linden Street, north of Empire Street commercial properties.

STRATEGIC PLAN LINK: The alley vacation is linked to Goal 1, Financially Sound City Providing Quality Basic Services, Objective D, and City services delivered in a most cost-effective, efficient manner. The vacation is also linked to Goal 3, Grow the Local Economy and Objective D, Expanded Retail Businesses.

STRATEGIC PLAN SIGNIFICANCE: The vacation will facilitate the objective of providing cost-effective and efficient city services by not having to administer to ownership and control of the alley when the alley is not used for public access to the adjacent property. The vacation will facilitate the objective of expanded retail businesses by allowing a business to more fully use the property without the awkward location of the public alley.

BACKGROUND: Lextel, Inc. desires to vacate an alley that runs north-south and east-west. The alley to be vacated is nearly surrounded by the petitioner's own property. The vacation of the alley only impacts the petitioner who does not need the alley for access as there is direct access to Linden Street to the east and Empire Street to the south. This alley continues to the north where it is not part of this petition but is part of another alley vacation petition requested by the City of Bloomington. This separate petition is also being requested at this same meeting.

There are no public utilities in the alley. The utility companies have responded to a request for comments. Frontier North Inc., Comcast, Nicor, Corn Belt Energy, all have no objections to the vacation. Ameren stated they do not have any objections to the vacation but they do have facilities in the alley. They stated the facilities are currently not serving anyone and they can remove such but at the petitioner's expense.

The vacation of streets and alleys is governed by the Illinois Municipal Code. Specifically, Section 11-91-1 of the Illinois Municipal Code allows the corporate authorities to vacate any street or alley when it is deemed to be in the public interest. This must be done by ordinance and passed by an affirmative vote of three-fourths of the alderman then holding office. Accordingly, a vote of 7 is required for passage of the ordinance to vacate the property. In addition, Section 11-91-1 provides the ordinance vacating may provide it shall not become effective until the abutting property owner pays compensation in an amount, as determined by the corporate authorities, to be the fair market value of the property acquired or of the benefits which will accrue to them by reason of the vacation.

Current staff policy is to determine the fair market value of property to be vacated by utilizing a formula of 3 times the estimated assessed land valuation (per square foot) of the adjoining property times the square feet of the area to be vacated (3 x Land EAV x Sq. Ft.). City staff

brought an initial draft of a Street & Alley Vacation Policy to the City Council in July 2014. This policy has since been updated to reflect comments previously made by the Council and is recommended for adoption at a future meeting.

In this case, the parcel contains 1.781 acres and the land EAV is \$17,698 (or \$53,094 when multiplied by 3). This creates a square foot price of \$.68. Staff estimates the portion to be vacated at 6,090 square feet. The compensation under the formula would therefore be \$4,167 and staff recommends same as the fair market value of the property being vacated.

PLANNING COMMISSION: This case was before the Planning Commission for a public hearing and review on May 27, 2015. Staff explained how the alley is not used for access to a public street and the petitioner owns the adjacent land. The petitioner's attorney spoke and explained how the alley is useless and any utilities in there are not being used. No one else from the public spoke regarding the petition. The Planning Commission voted to recommend approval of the vacation by a vote of 9-0. This recommendation is consistent with staff's position subject to payment of compensation in the amount of \$4,167.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph in accordance with City Code. In addition a public notice/identification sign was posted on the property.

FINANCIAL IMPACT: If the alley vacation is approved, there could be any increase in property taxes and a slight decrease in the cost of providing services. The City will also receive compensation for the property being vacated.

Respectfully submitted for Council consideration.

Prepared by: Mark Woolard, City Planner

Reviewed by: Tom Dabareiner, Director of Community Development

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

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Petition, Ordinance, Legal
- Planning Commission Report for 5-57-15 Meeting
- Draft 5-27-15 Planning Commission Minutes
- Location Map

- Vacation Plat
- Aerial Photograph
- Utility Letters

Motion: Adopt an ordinance for Case V-02-15 for the vacation of a public alley for land located west of Linden Street, north of Empire Street commercial properties.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Hauman				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Buragas			
Alderman Painter							
				Mayor Renner			

**CITY OF BLOOMINGTON
STREET AND ALLEY VACATION POLICY**

I. PURPOSE

The purpose of this policy is to establish a uniform method for vacating public streets and alleys. Vacating and conveying these unneeded, and in many instances, unused parcels to the abutting property owners would save the City miscellaneous maintenance costs and also put the land back on the tax rolls. The majority of the conveyances will be in residential areas. However, occasionally there will be parcels zoned commercial and industrial.

II. POLICY

It is the policy of the City of Bloomington to grant vacation of a street or alley when it is determined both that such right-of-way is not needed presently or in the future for public access (including vehicular, pedestrian, and visual access) and that such vacation advances the public good. All of the following policies should be met prior to the vacation of a street or alley.

- A. The proposed vacation should be determined to be necessary to the public good either in terms of needed development or when such vacation will result in a better or more desirable situation. In some instances, a more desirable situation may be a better road pattern in terms of safety.
- B. The right of way must be determined to be of no value to the City (excluding any market value) either now or in the foreseeable future. Such finding shall be based on significant, related criteria, such as prior use or disuse, potential for future municipal use, need for existing or contemplated public utilities, perceived damage or potential damage to adjacent or nearby property owners and the City's willingness to assume liability for same.
- C. The proposed vacation must not have a significant adverse effect on the security, accessibility or operations of nearby land uses. Projects that propose to dead-end an alley or street in the middle of the block, turn out street traffic through an alley, vacate half the width of a street or alley, create an irregular right of way line or superhot, or vacate air rights, will not be granted.
- D. Generally, right-of-way adjacent or leading to any park, open space, view, natural area, or any other natural or man-made attraction shall not be vacated. This determination shall be made on a case-by-case basis.

Vacation is not guaranteed even if 100% of the abutting owners request the vacation.

III. PROCEDURES

The length of time to process a street or alley vacation depends largely on the number of issues needing to be resolved and current workload/resource levels. The following procedures are applicable:

- A. A pre-application meeting is optional at the discretion of the Director of Public Works. Before the submission of a request for a street or alley vacation, the applicant may meet with the staff of the Engineering Division of Public Works. The applicant is encouraged

to do so in order to be informed of the City policies regarding street and alley vacations and to have explained the application submission requirements and procedures.

- B. A petition for a street or alley vacation shall be submitted to the City Clerk's Office and must include the following: (1) description of the area to be vacated; (2) the property owner(s) making the request; (3) a map of the street or alley sought to be vacated; (4) the reasons for the vacation and any property owners abutting the proposed vacation who are not participating in the application; (5) a certification by the petitioner that no property will be damaged by the vacation of any street or alley and no damages owed in accordance with Section 11-91-1 of the Illinois Municipal Code; and (6) an agreement to indemnify the City from any claims associated with the vacation.
- C. The City Manager, in consultation with the Department of Public Works, shall review the request for vacation as it relates to the goals and objectives of the City, compatibility with adjacent land uses, potential rezoning of the vacated street, aesthetic considerations and other related issues, including specifically that the property is no longer needed and serves no valid public purpose. After the review process, the City Manager shall forward the matter to the City Council with the staff recommendation. The City Council shall hold a public hearing, in accordance with Section D below, on the matter prior to the City Council taking final action on the request.
- D. No ordinance shall be passed vacating any street or alley without notice and a public hearing before the City Council. At least 15 days prior to such hearing, notice of its time, place and subject matter shall be published in a newspaper of general circulation with the area which the street or alley proposed for vacation serves. Notice shall also be mailed, via certified mail, to all adjoining property owners. At the hearing all interested persons shall be heard concerning the proposal for vacation.
- E. Prior to final action by the City Council of a petition to vacate, all adjoining or abutting property owners, as well as all utility providers, shall be sent notice of the date and time of the meeting where the proposed vacation by certified mail, postage prepaid, return receipt requested. This notice may be combined with the notice of public hearing. In addition, any meetings and/or hearings publicly continued from the date noticed shall not require additional notices.
- F. The City Council may grant the petition to vacate the street or alley by ordinance, by a three-fourths vote, with or without conditions, or the City Council may deny the petition.
- G. Where appropriate and as recommended by the City Manager, ordinances vacating streets or alleys shall contain a provision retaining or requiring conveyance of easements for construction, repair and maintenance of existing and future public utilities and services.
- H. In addition to a property owner initiating a petition for vacation, the City Manager may also propose the vacation of a public street or alley. In such cases, no application or appraisal fees shall be due (unless an appraisal is requested by the property owner) and the fair market value shall be determined as set forth in Section IV(C) unless waived in accordance Section IV (E). Prior to the vacation of any such street or alley, notice must be provided as set forth in Section III (E) and the requisite findings made in Section II. Said vacation shall further only be valid if the adjacent property owner(s) accept the fair market value and counter-sign the ordinance vacating the property to said owner(s).

IV. COSTS & COMPENSATION

Ordinances vacating any street or alley shall not be passed by the City Council until the petitioner compensates the City in the amount required by this Section.

- A. Every petition for a street or alley vacation shall be accompanied by a nonrefundable payment to the City of \$150.00 to defray the administrative costs incurred in processing such vacation petitions.
- B. The owners of the property abutting the vacated property shall pay the fair market value, as set forth below and determined in the sole discretion of the City Council, of the portion of the vacated property acquired. If the ordinance vacating the property provides that only the owner(s) of one particular parcel of abutting property shall make payment, then the owner(s) of the particular parcel shall acquire title to the entire vacated street or alley, or the part thereof vacated.
- C. City staff shall determine the fair market value of the property to be vacated and apportion the costs as between all abutting property owners (or a single property owner when authorized by ordinance) by utilizing, in its sole discretion, either of the following two methods: (1) utilizing a formula of 3 times the estimated assessed land valuation of one of the adjoining properties divided by the square feet of said adjoining property times the square feet of the area being vacated; or (2) obtaining an appraisal of the property from an MAI certified appraiser which cost shall be borne by the petitioner. Said determination shall be final, without appeal to the City Council, unless the petitioner first obtains, at petitioners sole cost and expense, a separate appraisal of the right-of-way to be vacated including, without limitation, the fair market value of the interests(s) of each and every person to be acquired or the benefits which will accrue to any of them by reason of the vacation. Such appraisal must be conducted or completed by an MAI certified appraiser. The City may accept such appraisal or reject it and have a subsequent appraisal conducted by an MAI certified appraiser, at City expense.
- D. In some cases, the City will allow an exchange of equal property in lieu of the appraised value. Instead of monetary payment, the property owner may be asked to substitute other street areas or fulfill other conditions.
- E. All fees required under this Section may be waived, at the discretion of the City Manager or his or her designee, if the street or alley vacation is requested by the City.
- F. City, state and federal agencies are exempt from the compensation requirements of this Section, but shall pay to the City costs incurred by the City in processing the vacation request.
- G. Payment of the determined amount of compensation must be tendered to the City Council prior to final consideration of the ordinance vacating the property. In the event that final passage of the ordinance is not granted, the deposited amount (exclusive of the application fee) shall be refunded to the petitioner.

**PETITION FOR VACATION OF
PUBLIC RIGHT OF WAY**

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

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

Now comes the Cox & Associates, LLC as attorney for Michael White as President of Lexkel, Inc., and Illinois Corporation, hereinafter referred to as your Petitioner, respectfully representing and requesting as follows:

1. That your Petitioner is interested as the owner of Lots 20 through 26 of the Vacation Plat Exhibit hereinafter legally described in Exhibit "A" attached hereto and made a part hereof by this reference;
2. That your Petitioner seeks approval of the vacation of public alley adjacent to said premises;
3. That said vacation of public alley is reasonable and proper because such access is not needed for public right-of-way by said City, its only use being negated after a substantial portion of the alley was vacated on a prior occasion.

WHEREFORE, your Petitioner prays that the public alley be vacated with such reservation of utility easements as may seem proper.

Respectfully submitted,

By: Patrick R. Cox
Cox & Associates, LLC
202 N. Center St.
Bloomington, IL 61701

ORDINANCE 2015 - ____

**AN ORDINANCE VACATING AN ALLEY
WEST OF LINDEN STREET**

WHEREAS, the City owns an alley located west of Linden Street and north of Empire Street containing approximately .156 acres; and

WHEREAS, Lexkel, Inc., owns property that wholly surrounds the alley and petitioned for said alley to be vacated; and

WHEREAS, a public hearing on the vacation was held by the City's Plan Commission on May 27, 2015, and the Plan Commission recommended the vacation; and

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/11-91-1, provides that the corporate authorities of a municipality may vacate any street or alley when such is determined to be in the public interest; and

WHEREAS, the vacation may be contingent upon receiving the fair market value for the property as determined by the corporate authorities; and

WHEREAS, the corporate authorities have determined that the fair market value of the property to be vacated is \$23,919; and

WHEREAS, the City Council has determined that the relief to the public from the further burden and responsibility of maintaining the alley constitutes a public use or public interest authorizing the vacation thereof; and

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

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

SECTION 2. Subject to payment of the fair market value, \$23,919.00, of the alley, the City hereby vacates the alley as depicted on the Vacation Plat attached as Exhibit A ("Vacated Alley"). Title to the Vacated Alley shall be acquired by and devolve to Lexkel, Inc., the owner of the adjacent property (P.I.N. _____), upon payment of \$23,919.00.

SECTION 3. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 4. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 5. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 6. This ordinance shall be effective immediately after the date of its publication as required by law.

SECTION 7. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this ___ day of _____, 2015.

APPROVED this ___ day of _____, 2015.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

APPROVED AS TO FORM

Jeffery R. Jurgens, Corporation Counsel

EXHIBIT A

Tract I

All of that portion of the Public Alley along the west boundary of Lot 20 through and inclusive of Lot 24 in Block 2 in J.P. Walker's 2nd Addition in the SE¼ of Section 33, Township 24 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois; according to the Plat thereof recorded in Plat Book 10, Page 2 in the McLean County Recorder of Deeds Office, bounded on the south by the north line of the South 32.5 feet of Lot 24 and bounded on the north by the north line of Lot 20.

Tract II

All of that portion of the Public Alley conveyed to the City of Bloomington by Quit Claim Deed recorded as Document No. 32043 in the McLean County Recorder of Deeds Office, being the North 15 feet of Lot 24 in Block 2 in J.P. Walker's 2nd Addition in the SE¼ of Section 33, Township 24 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois.

**CITY OF BLOOMINGTON
REPORT FOR THE PLANNING COMMISSION
MAY 27, 2015**

SUBJECT:	TYPE:	SUBMITTED BY:
V-02-15 West of Linden St., North of Empire St.	Alley Vacation	Mark Woolard City Planner

REQUEST

The petitioner is seeking a vacation of a public alley.

NOTICE

The application has been filed in conformance with applicable procedural and public notice requirements.

GENERAL INFORMATION

Owner and Applicant: Lexkel, Inc.

PROPERTY INFORMATION

Existing Zoning: M-1, Restricted Manufacturing District
 Existing Land Use: Vacant and industrial storage building
 Property Size: Approximately 350 feet long by 15 to 20 feet wide

Surrounding Zoning and Land Uses

<u>Zoning</u>	<u>Land Uses</u>
North: R-1C, Single-Family Residence District	Alley
North: M-1, Restricted Manufacturing District	Alley
South: M-1, Restricted Manufacturing District	Storage building
East: M-1, Restricted Manufacturing District	Storage building
West: M-1, Restricted Manufacturing District	Storage building

ANALYSIS

Submittals

This report is based on the following documents, which are on file with the Community Development Department:

1. Petition for vacation of public alley
2. Statements from utility Companies
3. Aerial photograph
4. Alley Vacation Map
5. Photographs

Project Description

The petitioner desires to vacate an alley that runs north-south and east-west.

Nearby Land Uses

The alley to be vacated is nearly surrounded by the petitioner's own property. The alley even runs through part of a building. The vacation of the alley only impacts the petitioner who does not need the alley for access as there is direct access to Linden Street to the east and Empire Street to the south.

The utility companies do not object to the vacation however one stipulates that they need their facilities removed and the cost of such will be charged to the petitioner.

STAFF RECOMMENDATION:

Since the alley is not being used for access to a public street, staff recommends the Planning Commission pass a motion recommending that the City Council approve the request for the vacation of a public alley in Case V-02-15 for the alley located west of Linden St., north of Empire St. and described as Tract I and Tract II.

Respectfully submitted,

Mark Woolard
City Planner

MINUTES
BLOOMINGTON PLANNING COMMISSION
REGULAR MEETING
WEDNESDAY, MAY 27, 2015, 4:00 P.M.
COUNCIL CHAMBERS, CITY HALL
109 EAST OLIVE STREET, BLOOMINGTON, ILLINOIS

MEMBERS PRESENT: Mr. Balmer, Mr. Barnett, Mr. Diamond, Mr. Pearson, Mr. Protzman, Ms. Schubert, Mr. Scritchlow, Mr. Stanczak, Mr. Suess

MEMBERS ABSENT: Mr. Cornell

OTHERS PRESENT: Mr. Tom Dabareiner, Community Development Director
Mr. Kevin Kothe, City Engineer
Mr. Mark Woolard, City Planner

CALL TO ORDER: Chairman Stanczak called the meeting to order at 4:00 P.M.

ROLL CALL: Mr. Woolard called the roll. A quorum was present.

PUBLIC COMMENT: None

MINUTES: The Commission reviewed the May 13, 2015 minutes. On page one “being” is to be deleted after “Hotel Drive needs to be”. Three sentences later “condition” is to be “conditioned”. On page two “they” is to be deleted after the first “401”. In the next paragraph “and no one spoke” is to be added after “petition”. Mr. Pearson moved to approve the May 13, 2015, minutes. Mr. Scritchlow seconded the motion which passed by a vote of 9-0 with the following votes being cast on roll call: Mr. Scritchlow-yes; Mr. Barnett -yes; Mr. Balmer-yes; Mr. Protzman-yes; Mr. Stanczak-yes; Mr. Diamond-yes; Mr. Pearson-yes; Ms. Schubert-yes; Mr. Suess-yes.

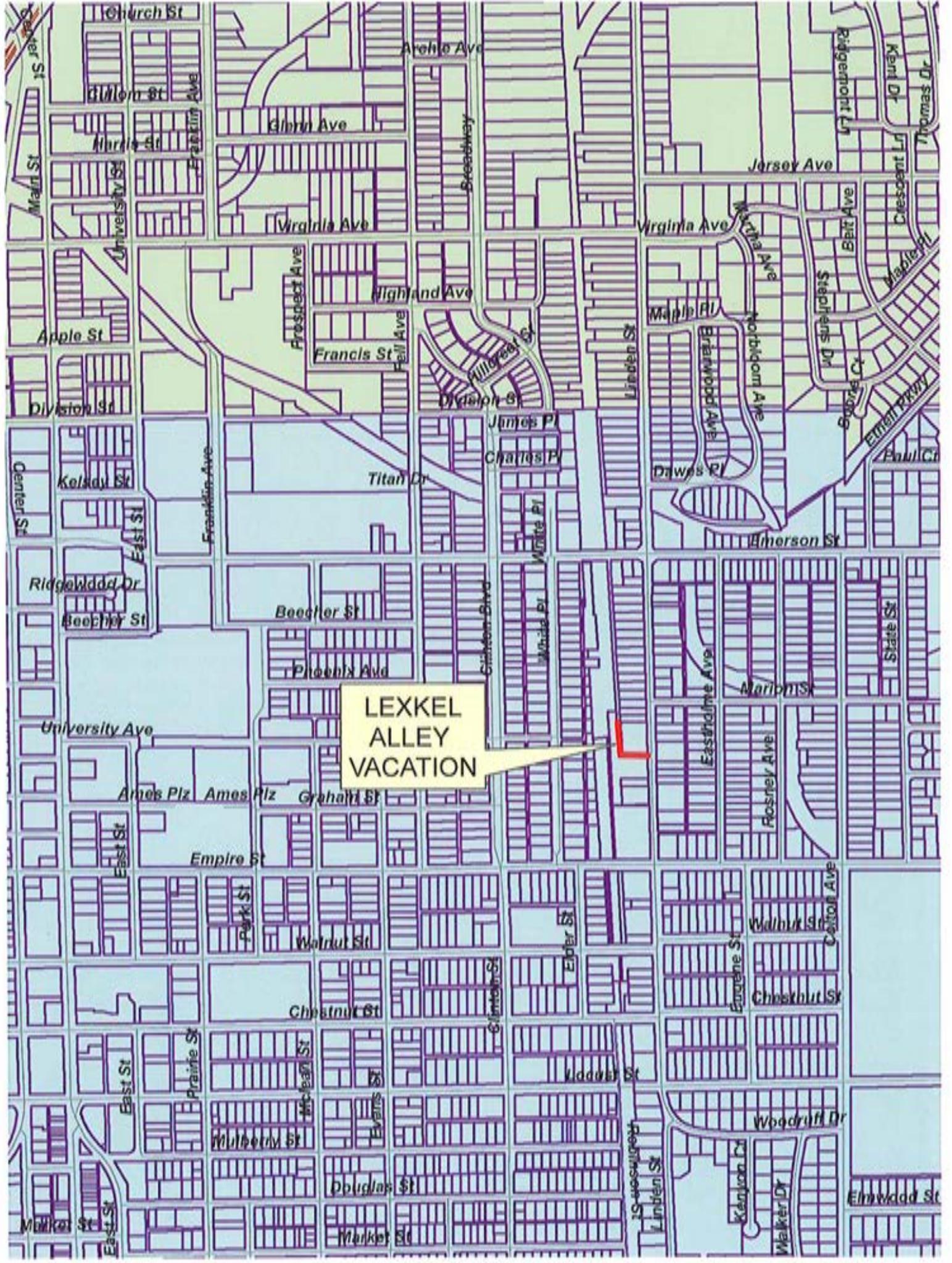
REGULAR AGENDA:

V-02-15. Public hearing and review on the petition filed by Lexkel, Inc., requesting approval of the vacation of a public alley located west of Linden Street, north of Empire Street.

Mr. Woolard identified the location and the adjacent zoning and land uses. He stated this alley is directly to the south of the alley that the city is requesting to be vacated. The adjacent site will have access to Linden Street. Staff recommends approval of the vacation.

Chairman Stanczak opened the public hearing. Patrick Cox, 507 N Center Street was sworn in. He stated he is the attorney for Lexkel and explained how the alley is useless. Any utilities in there are not being used. Chairman Stanczak closed the public hearing.

Mr. Scritchlow moved to recommend that case V-02-15 be approved as written. Mr. Balmer seconded the motion which passed by a vote of 9-0 with the following votes being cast on roll call: Mr. Scritchlow-yes; Mr. Barnett -yes; Mr. Balmer-yes; Mr. Protzman-yes; Mr. Stanczak-yes; Mr. Diamond-yes; Mr. Pearson-yes; Ms. Schubert-yes; Mr. Suess-yes.



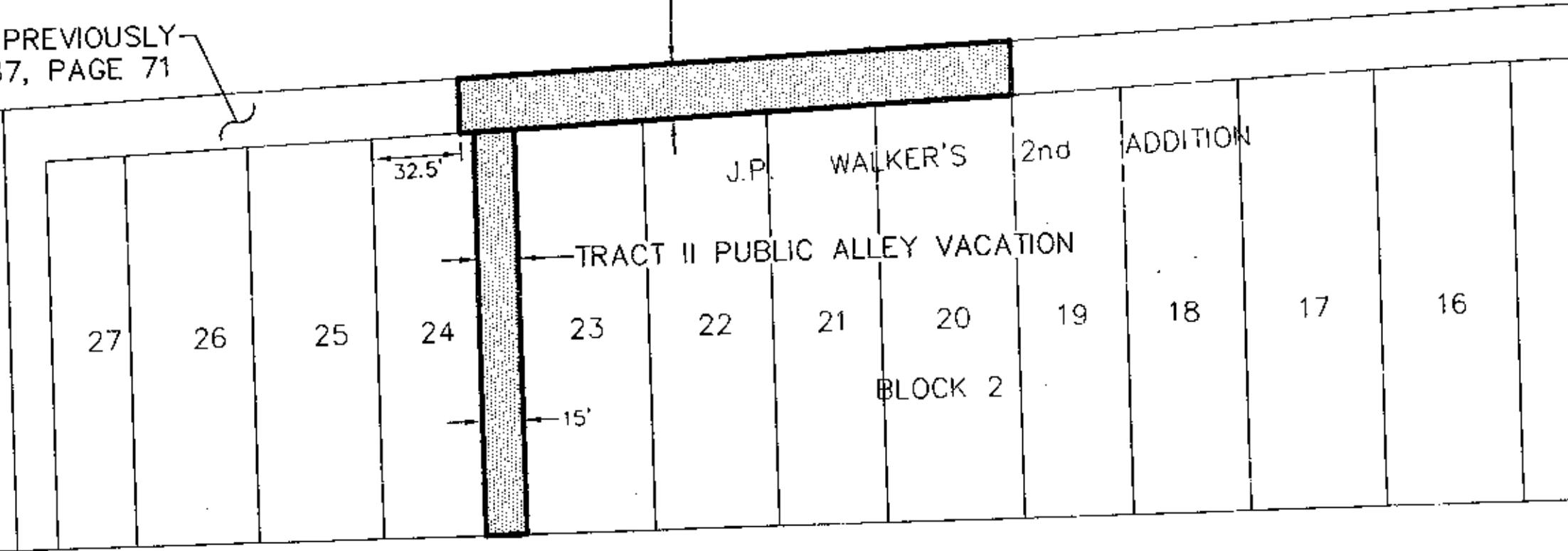
LEXKEL
ALLEY
VACATION

FORMER ILLINOIS CENTRAL GULF RAILROAD R.O.W.

ION OF PUBLIC ALLEY PREVIOUSLY
TED IN DEED BOOK 387, PAGE 71

TRACT I PUBLIC ALLEY VACATION

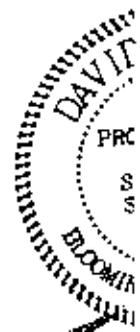
ON 33



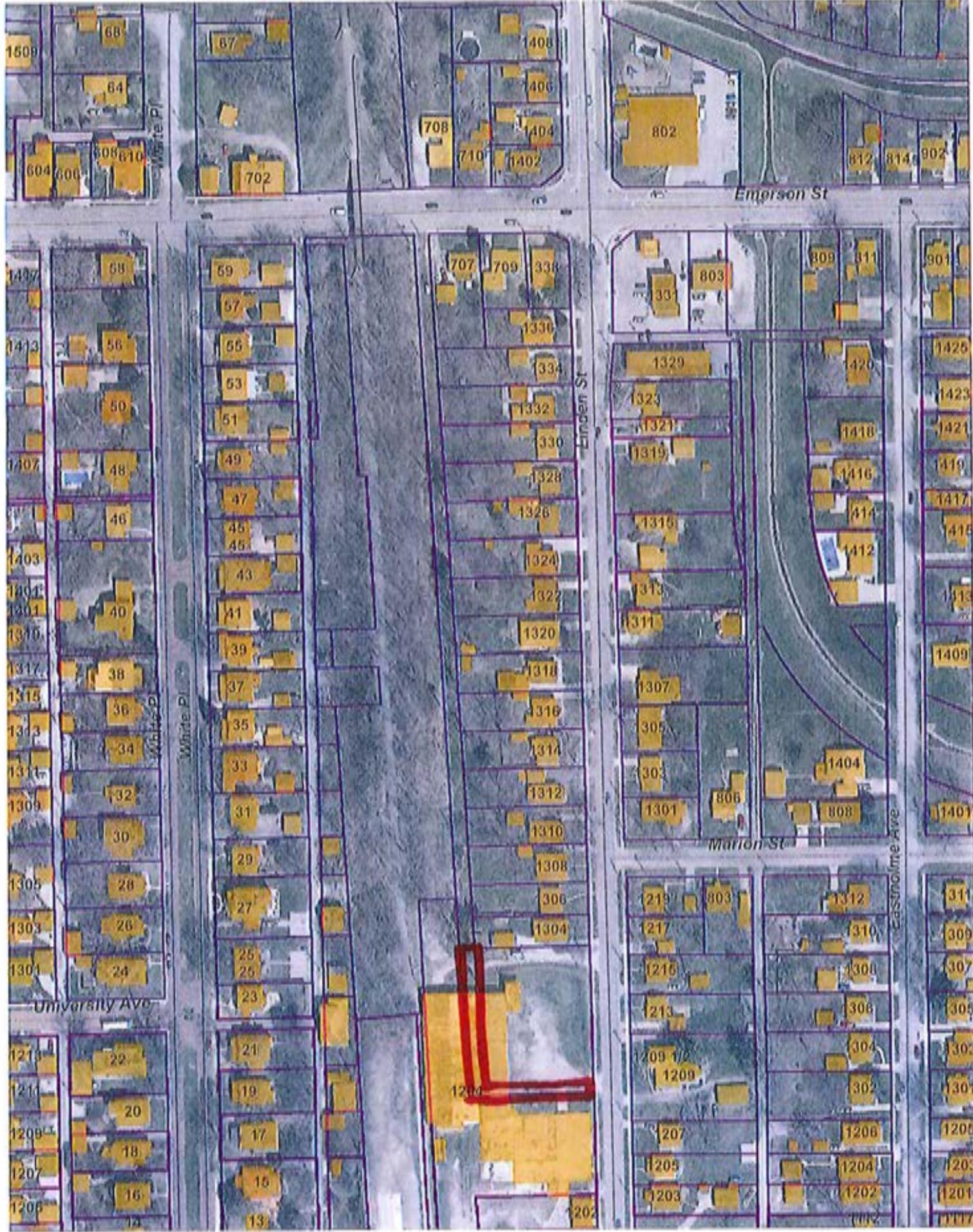
Surveyor's Certificate

I, David P. Brown, Illinois Professional Land Surveyor No. 2725, do hereby certify that to the best of my knowledge and belief the plat shown hereon is an accurate representation of public alley right of way to be vacated prepared under my direction.

1/13/15



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May, 5, 2015

David P. Brown, PLS
Lewis, Yockey and Brown, Inc.
505 North Main Street
Bloomington, IL 61701

Mr. Brown:

Ameren has reviewed the proposed vacation of the Public Alley in Block 2 of J. P. Walker's 2nd Addition in Bloomington, IL.

Ameren does not have any objections to the vacation as proposed.

However, Ameren does have facilities in the alley. Since these facilities are currently not serving any customers, Ameren can remove these facilities, however, the cost of the removal of these facilities would be charged to the owner of the property.

If you have any questions, please give me a call at 309.823.9271.

Sincerely,

A handwritten signature in black ink that reads "Marty Behrens".

Marty Behrens, P.E.
Supervising Engineer

MAR 25 2015

Frontier North Inc.
Centralized JT Use Team
109 E Market St
Bloomington, IL 61701

March 20, 2015

Lewis, Yockey & Brown, Inc
Attn: David Brown, PLS
505 North Main St
Bloomington, IL 61704
309-829-2552

RE: Vacating Portion of Public Alley:

Tract 1 - All of that portion of the Public Alley along the west boundary of Lot 20 through and inclusive of Lot 24 in Block 2 in J.P. Walker's 2nd Addition in the SE ¼ of Section 33, Township 24 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, according to the Plat thereof recorded in the Plat Book 10, Page 2 in the McLean County Recorder of Deeds office, bounded on the south by the north line of the South 32.5 feet of Lot 24 and bounded on the north by the north line of Lot 2

Tract 2 - All of that portion of the Public Alley conveyed to the City of Bloomington by Quit Claim Deed recorded as Document No. 32043 in the McLean County Recorder of Deeds Office, being the North 15 feet of Lot 24 in Block 2 in J.P. Walker's 2nd Addition in the SE ¼ of Section 33, Township 24 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois.

Dear Mr. Brown,

Frontier North Inc. has no objections to vacating the portions of public alley described above in Block 2 in J.P. Walker's 2nd Addition in the City of Bloomington, McLean County.

If you have any further questions or concern, please contact Torrey French, at (309) 827-1715 or myself at (309) 557-1368.

Sincerely,



Terry Thomas
Centralized Joint Use Team
Sr. Specialist - Network Engineering

cc: Torrey French, Bloomington, IL



April 29, 2015

Lewis, Yockey & Brown, Inc.
505 North Main Street
Bloomington, Illinois 61701
Attn: David P. Brown, PLS

MAY 1 2015

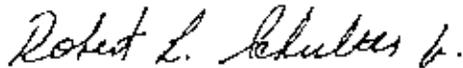
Re: Public Alley Vacation, Block 2 of J. P. Walker's 2nd Addition, McLean County, Illinois

To Whom It May Concern:

Please be advised that Comcast Cable Communications, Inc., having no facilities located thereon and anticipating no future need thereof, has no objection to the vacation and abrogation of the following described public alley right-of-ways:

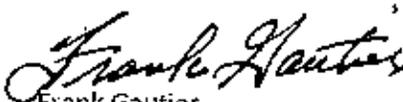
Tract I, north-south public alley, adjoining the west boundary of Lots 20 to 24 inclusive, and Tract II, east-west public alley, being the north 15 feet of Lot 24, all being a part of Block 2 in J. P. Walker's 2nd Addition in the Southeast Quarter of Section 33, Township 24 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois. All as more specifically described on the "Public Alley Vacation Plat", J.P. Walker's 2nd Addition, City of Bloomington, McLean County, Illinois.

Sincerely yours,



Robert L. Schuller, Jr.
Central Division Director of Construction

By:



Frank Gautier
Sr. Right-Of-Way Engineer
(630) 600-6348



Nicor Gas™

An AGL Resources Company

1844 Ferry Road
Naperville, IL 60563

630 983,8676 phone
www.nicorgas.com

MAR 23 2015

March 19, 2015

Lewis, Yockey & Brown Inc.
Mr. David P. Brown, PLS
505 North Main Street
Bloomington, IL 61701

RE: Public Alley Vacation in Block 2 of J.P. Walker's 2nd Addition

Dear Mr. Brown:

Let this letter serve as a response to your letter dated March 10, 2015 in regards to the Public Alley Vacation in Block 2 of J.P. Walker's 2nd Addition in the SE ¼ of Section 33, Township 24 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois. Nicor Gas has no objection to this area being vacated, as it doesn't appear that we have any facilities located within this area. If you have any questions please feel free to contact me at (630) 388-3729.

Sincerely,

Eric L. Sadler, CFM
Land Management Agent

Cc: File



Count on Corn Belt!
Your Local Energy Resource

Your Touchstone Energy® Cooperative

March 16, 2015

David P. Brown, PLS
Lewis, Yockey & Brown, Inc
505 North Main Street
Bloomington, Illinois 61701

RE: Easement vacation.

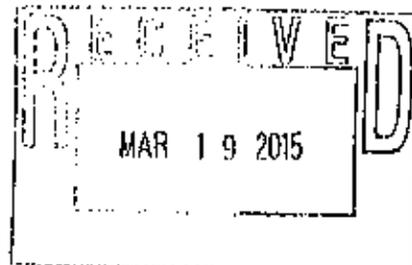
Dear Mr. Brown,

We cannot speak for other utilities in regards to easement needs in this area. Corn Belt Energy Corporation has no objection to vacation of the easement area described in your easement vacation plat of Public Alley Vacation in Block 2 of J.P. Walker's 2nd Addition in the SE ¼ of Section 33, Township 24 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois. Corn Belt does not serve electric needs in this area.

Respectfully,

A handwritten signature in black ink, appearing to read "Jason Cotner". The signature is fluid and cursive, with a large loop at the end.

Jason Cotner
Field Engineer





CONSENT AGENDA ITEM NO. 8A

FOR COUNCIL: July 27, 2015

SUBJECT: Consideration of denial of an ordinance for Case No. Z-04-15 requesting the approval of a Rezoning from R-1C, Single-Family Residence District to R-2, Mixed Residence District for the property at 1314 Fell Avenue.

RECOMMENDATION/MOTION: That the City Council *affirm* the recommendation of the Planning Commission to deny the request to rezone the property at 1314 Fell Avenue from R-1C to R-2.

STRATEGIC PLAN LINK: The denial of the rezoning is linked to Goal 4, Strong Neighborhoods and Objective A, Residents feel safe in their homes and neighborhoods, and Objective C. Preservation of property/home valuations.

STRATEGIC PLAN SIGNIFICANCE: The denial of the rezoning will facilitate the above objective A. by not increasing nuisance complaints, vandalism, congestion and traffic associated with multi-family housing. The property values of a predominately single-family neighborhood will be maintained by denying rezoning.

BACKGROUND:

At the July 13, 2015 City Council Meeting, the council voted to delay this item until the July 27, 2015 Regular City Council Meeting. At its June 22, 2015 meeting, the council voted 8-0 to delay consideration of this while staff met with the petitioner to consider the range of options for the property.

RJV Properties, LLC desires the rezoning to enable the conversion of a long-vacant house to multi-family housing. The existing building is currently vacant, but more than 15 years ago it was a legal non-conforming rooming house. Legal nonconforming uses are discouraged in the Zoning Code from continuing to operate and once gone, are not permitted to return under the current code.

The property is designated low/medium density residential in the Comprehensive Plan and is inconsistent with the proposed rezoning. The existing zoning for the subject property is R-1C, as well as what is to the north, south and west. Across Fell Avenue the zoning is the less dense R-1B Single Family District. R-1B is very compatible with R-1C since both districts allow single-family and do not allow multi-family. The neighborhood use is predominately single-family. The neighborhood has eight two-family and 58 single-family residences. The neighborhood contains a single 4-unit building. Thus the requested R-2 zoning district is inconsistent with the adjacent and nearby zoning and land uses.

If approved the R-2, Mixed Residence District will be a one parcel zoning district and considered a "spot zone." Generally a zoning district should contain multiple parcels. This is to assure more compatible land uses and cohesive neighborhoods.

There would be a negative impact to nearby uses from a potential multi-family use on the subject property. It would alter the character of the neighborhood as a predominately single-family and secondarily two-family neighborhood. The change would result in an increase in neighborhood density and could create more noise, traffic and other nuisances in the neighborhood that neighbors have properly believed would instead remain stable.

PLANNING COMMISSION

This case was before the Planning Commission for a public hearing and review on May 27, 2015. Staff explained how the rezoning is incompatible with the nearby land uses and zoning as well as create a spot zone. The petitioner explained the property's recent history and his intention of having apartments for young professionals. Two citizens spoke in favor of the rezoning stating the previous use did not create neighborhood trouble. Six citizens spoke in opposition to and eight letters opposing the rezoning were submitted. Their comments pertained to the following: other apartment buildings have been converted to single-family and we should not go backward, the subject site was built as a single-family, and apartments are not in the interest of the neighborhood and there are other profitable options. Other opposing comments were the neighborhood is predominately single-family and if rezoned then one can do anything that is allowed in the R-2 District. They said it would be a spot zone, and it is not the fault of the neighborhood that the owner did not do his due diligence. Neighbors in opposition also stated the rezoning would diminish property values; harm the neighborhood history, beauty and cohesion; add traffic; and, create conflicts where renters are not attached to the neighborhood. The Planning Commission voted to recommend denial of the rezoning by a vote of 6-2. This recommendation is consistent with staff's position.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:

Public notice was published in the Pantagraph in accordance with City Code. In accordance with the Zoning Code (Ordinance No. 2006-137), courtesy copies of the Public Notice were mailed to approximately 83 property owners within 500 feet. In addition, public notice/identification signs were posted on the property.

FINANCIAL IMPACT:

If the rezoning is denied there should be no change to city revenues.

Respectfully submitted for Council consideration.

Prepared by: Mark Woolard, City Planner

Reviewed by: Tom Dabareiner, Director of Community Development

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

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Aerial Photograph
- 5-27-15 Planning Commission Minutes
- Planning Commission Report for 5-27-15 meeting
- List of Property Owners Notified of Public Hearing
- Map of Parcels Where Owners Notified of Public Hearing
- Zoning Map of Subject Property and Nearby Parcels
- Photographs of Subject Property and Nearby Properties
- Letters from Neighbors
- PowerPoint Presentation

Motion: That the City Council delay this item until the August 10, 2015 Regular City Council Meeting.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Hauman				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Buragas			
Alderman Painter							
				Mayor Renner			



1314 FELL AVENUE: SITE OF REZONING PETITION

**CITY OF BLOOMINGTON
 REPORT FOR THE PLANNING COMMISSION
 MAY 27, 2015**

SUBJECT:	TYPE:	SUBMITTED BY:
Z-04-15 1314 N. Fell Avenue	Rezoning from R-1C, Single-Family Residence District to R-2, Mixed Residence District	Mark Woolard City Planner

REQUEST

The petitioner is seeking a rezoning from R-1C, Single-Family Residence District to R-2, Mixed Residence District.

NOTICE

The application has been filed in conformance with applicable procedural and public notice requirements.

GENERAL INFORMATION

Applicant: RJV Properties, LLC

PROPERTY INFORMATION

Existing Zoning: R-1C, Single-Family Residence District

Existing Land Use: Vacant

Surrounding Zoning and Land Uses

Zoning

North: R-1C, Single-Family Residence

South: R-1C, Single-Family Residence

East: R-1B, Single-Family Residence

West: R-1C, Single-Family Residence

Land Uses

North: Single-Family Residence

South: Single-Family & Multi-Family Residences

East: Single-Family Residence

West: Single-Family Residence

Analysis

Submittals

This report is based on the following documents, which are on file with the Community Development Department:

1. Petition for Zoning Map Amendment
2. Aerial photographs
3. Zoning Map
4. Photographs of adjacent sites

PROJECT DESCRIPTION

The petitioner desires the R-2 zoning to enable the conversion of the building into a multi-family building. The existing building is currently vacant. It has access to Phoenix and Fell Avenues.

Compliance with the Comprehensive Plan

The property is designated Low/Medium Density Residential in the Comprehensive Plan. This designation is inconsistent with the proposed zoning of the property.

Nearby Zoning and Land Uses

The existing zoning for the subject property is R-1C as well as what is to the north, south and west. Across Fell Avenue the zoning is R-1B and this is very compatible with R-1C since both districts allow single-family and do not allow multi-family. The predominate neighborhood uses are single-family or two-family residences. There are no multi-family residences in the immediate neighborhood with only one exception and that is on the south side of Phoenix across from the subject property. A multi-family residential building exists with four units at that location. The neighborhood has eight two-family and 58 single-family residences. Thus the requested R-2 zoning district is inconsistent with the adjacent and nearby zoning and land uses.

If approved the R-2, Mixed Residence District will be a one parcel zoning district and considered a “spot zone.” Generally zoning districts should contain more than one parcel. This is to create more compatible land uses and cohesive neighborhoods.

FINDINGS OF FACT

The Zoning Ordinance has “*Zoning Map Amendment Guidelines*” and states, “*In making its legislative determination to zone or rezone property to the R-2 Mixed Residence District zoning classification, the Planning Commission and City Council may apply the following guidelines to the proposal under consideration:*”

1. *The availability of permanent open spaces including public parks, golf courses, schools, and similar such uses in proximity to the subject property;*

There is no open space change proposed in close proximity to the subject property.

2. *The distance the proposal is from primary service facilities and activity centers including schools, commercial centers, cultural nodes and place of employment;*

Illinois Wesleyan University is a major place of employment relatively close to the subject property but does not impact the zoning.

3. *The capacity of existing and proposed community facilities and utilities including water, sewer, and transportation systems to serve the permitted uses which might lawfully occur on the property so zoned;*

The capacity of community facilities and utilities are not impacted by the proposed zoning change.

4. *The relationship of the subject property to the various aspects of the City’s transportation system including pedestrian ways, bicycle paths, major and collector streets, and public transit;*

The relationship of the transportation system are not impacted by the proposed zoning change.

5. *The adequacy of public services including schools, police and fire protection, and solid waste collection serving the property and the impact the permitted uses would have upon these services;*

There may be a slight increase in police and fire calls to the site consistent with a multi-family use but overall public services are not impacted by the proposed zoning change.

6. *The potential impact existing or permitted uses in the vicinity would have upon the land uses authorized in the R-2 District and the impact such uses, if developed, would have upon existing uses in the vicinity;*

There would be a negative impact to nearby uses from a potential multi-family use on the subject property. This would increase neighborhood density and alter the character of the neighborhood as a predominately single-family and two-family neighborhood.

7. *The extent to which the proposal will promote balanced growth in the community and will be consistent with the City's goals for equal housing opportunity and a variety of housing types;*

There is a substantial amount of multi-family residences in the community and more multifamily units are not necessary in this location to achieve balanced growth.

8. *The impact any natural disasters, including flooding, would have upon the permitted uses;*

The impact of a natural disaster would not be significantly different with this change in zoning.

9. *The impact the proposal would have upon the environment including noise, air and water pollution;*

The change in zoning would result in an increase in neighborhood density and could easily create an increase in noise in the neighborhood.

10. *The conformance of the proposal to the Official Comprehensive Plan and Official Map. (Ordinance No. 2006-137)*

The proposed zoning would not be in conformance with the Comprehensive Plan.

STAFF RECOMMENDATION:

Since the requested zoning change is not compatible with surrounding land uses and zoning, is inconsistent with the Comprehensive Plan, would create a spot zone, and based on the above findings staff recommends the Planning Commission pass a motion recommending that the City Council deny the rezoning of the property in Case Z-04-15 from R-1C, Single-Family Residence District to R-2, Mixed Residence District, for the property located at 1314 N. Fell Avenue.

Respectfully submitted,

Mark Woolard
City Planner

**UNAPPROVED MINUTES
BLOOMINGTON PLANNING COMMISSION
REGULAR MEETING
WEDNESDAY, MAY 27, 2015, 4:00 P.M.
COUNCIL CHAMBERS, CITY HALL
109 EAST OLIVE STREET, BLOOMINGTON, ILLINOIS**

MEMBERS PRESENT: Mr. Balmer, Mr. Barnett, Mr. Diamond, Mr. Pearson, Mr. Protzman, Ms. Schubert, Mr. Scritchlow, Mr. Stanczak, Mr. Suess

MEMBERS ABSENT: Mr. Cornell

OTHERS PRESENT: Mr. Tom Dabareiner, Community Development Director
Mr. Kevin Kothe, City Engineer
Mr. Mark Woolard, City Planner

CALL TO ORDER: Chairman Stanczak called the meeting to order at 4:00 P.M.

ROLL CALL: Mr. Woolard called the roll. A quorum was present.

PUBLIC COMMENT: None

MINUTES: The Commission reviewed the May 13, 2015 minutes. On page one “being” is to be deleted after “Hotel Drive needs to be”. Three sentences later “condition” is to be “conditioned”. On page two “they” is to be deleted after the first “401”. In the next paragraph “and no one spoke” is to be added after “petition”. Mr. Pearson moved to approve the May 13, 2015, minutes. Mr. Scritchlow seconded the motion which passed by a vote of 9-0 with the following votes being cast on roll call: Mr. Scritchlow-yes; Mr. Barnett -yes; Mr. Balmer-yes; Mr. Protzman-yes; Mr. Stanczak-yes; Mr. Diamond-yes; Mr. Pearson-yes; Ms. Schubert-yes; Mr. Suess-yes.

REGULAR AGENDA:

Z-04-15. Public hearing and review on the petition submitted by RJV Properties, LLC requesting the approval of a rezoning from R-1C, Single-Family Residence District to R-2, Mixed Residence District for the property located at 1314 N. Fell Avenue.

Chairman Stanczak introduced the case. Mr. Woolard identified the location, the adjacent zoning and land uses. He stated the petitioner desires multi-family for the property and in the R-2 district a special use permit is required. There is only one apartment building nearby and it is a four unit. The rezoning is inconsistent with the Comprehensive Plan. The R-1B and the R-1C zones are compatible with each other and the titles are single-family residence districts. The predominant neighborhood land use is single-family residential with some two-family residences. Three adjacent sites also have the B-3 zoning. There are 8 two-family dwellings, about 60 single-family and one multi-family dwelling. If rezoned this would be a spot zone which is generally discouraged because the district should have more than one parcel as a part of the district. With more properties in the district we create more properties that are compatible with each other. Staff recommends denial. The property at 421 Phoenix is considered a nonconforming use and there are restrictions on nonconforming uses.

Chairman Stanczak opened the public hearing. Bob Vericella, 125 S. Bellemont Road, was sworn in. He stated the property was a sorority house for probably 60-70 years. He stated the current owner bought the house in 2003 and zoned it as a rooming house. He was unaware that he had to renew the rooming house license and the property got rezoned to a single-family house. He stated the owner has not done anything with it. He said in 2006 he (Mr. Vericella) tried to get it rezoned with a different use in mind and it did not work out. Since 2006 it has been sitting there. He has a purchase option on it pending the zoning. He intends to demolish the inside which is full of mold. He will put in 6-8 luxury housing for young professionals. His company owns a fair amount of property around Wesleyan and downtown and they lack young professional units. They do not plan to set it up not for students but young professionals.

Carl Teichman, of Illinois Wesleyan University, PO Box 2900, Bloomington, was sworn in. He stated they do not have any interest in the property and have no intention of owning, buying or occupying property along that historic area. He stated the university has decided to not take any position on this matter and will leave it up to the neighbors to decide.

Mr. Vericella stated when he was looking at options they decided the R-2 would be less of an impact with less density than R-3. The R-2 would have more stipulations as to what could go there. If approved, the mold would be removed right away and an architect would be brought in. They would start right away. He stated it would be very expensive to remove the building.

Katie Gronemeier, 22 Whites Place was sworn in. She stated that district has been designated a historic district. This property is on the west side of Fell and the east side has the designation. She said over the years many people have bought apartments and brought them back to single-family housing. Many have done that including like theirs where there were five apartments and now it is a single-family. The property has been vacant for a long time with mold and asbestos. It was built in 1913 as a Phillsbury single-family residence and it was that a long time before being a sorority. It is not in the best interest of the neighborhood to do this and needs to be torn down. They could make money with the three parcels. It makes no sense to go backwards when the area has worked very hard to be a single-family or a family duplex area. It makes no financial sense to anyone else who owns property there. The proposal is not consistent with the neighborhood. She identified other properties that changed to single-family residences. The property is unsafe and there are some duplexes but it is predominately single-family. Once it is rezoned anyone can go in and do what they want. There might be nice intentions now but not in ten years.

Michael E. Berkoviac, 1310 Fell, was sworn in. He does not know why Whites Place gets involved because they do not live close. They never had any trouble with parking. He said he has not seen anyone go in there or wild animals. It could be made into a beautiful home. The apartment building next to him has parking problems once in a while but they park on Phoenix which is fine. He talked to neighbors who do not have bad comments like White Place. He would be in support of the rezoning and they never had problems with the girls. He lived there for 42 years. He does not see where the professionals will bother people.

Ann Bailen, 1406 N, Clinton, was sworn in. She stated we have been here before where the same person wanted the rezoning. The entire neighborhood came together with the exception of this gentleman here and some renters on Phoenix. She said we were totally opposed to this spot zone.

She said she hired Frank Miles and it did not go anywhere. This is not to say that the building is not in terrible shape. The doctor who bought the building did not do his due diligence. He did not realize or the realtor did not tell him that he could not have multi-family there but that is not the neighborhood's fault. To go backwards and to devalue the neighborhood with spot zoning would be such an erroneous thing to do. She has lived in her house for 18 years and has sold a dozen. They have all been improved and an undesirable element of the rentals is now gone. The homes have done nothing but increase in value. Phoenix cannot be compared with Fell because that is primarily rental. The building can be restored and it will sell well or it can be a green space but to bust up the neighborhood with this zoning change is a death nail for the historic neighborhood.

Tom Petersen, 307 Seville Road, was sworn in. He stated he is Mr. Vericella's realtor for the property. He said every possible buyer who walked through the home were investors and not home buyers. The owner did not want to make contingencies but after another deal fell through he did make it contingent on the rezoning. Being a Phillipsbury home, it would be great for Mr. Vericella to revamp the property and get it back to looking good. There is no issue with the asbestos if it is not irritated.

Jackie Mitchell, 418 Phoenix Avenue, was sworn in. She stated she had difficulty in buying her house because she did not know what would happen to the former sorority house. She loved the neighborhood so she purchased the house. Now the house needs something done with it. She would love to see it tore down and a single-family built that would fit into the neighborhood. She also does not mind as much what is proposed for 6-8 units. Her huge concern is that once it is rezoned it is wide open to anything and at a later time it could go to subsidized housing, section eight, or something like that. She said she thinks at her age if she should decide to move she would have a very difficult time selling her house right behind the property.

Kathy Leverton, 1311 Fell, was sworn in. She stated that they bought their house because of the historic neighborhood and if rezoned it will destroy the history, beauty and the cohesion of the neighborhood. She would like it to stay the same and has a problem with the rezoning because we cannot go back. She would rather see the state of the property stay as is than the rezoning.

Carolyn Hoyt, 1317 Fell was sworn in. She stated did not know if the petitioner meant rentals or condos for young professionals. She questioned if his plan was the only option. We are all single-family and we want to keep it that way. She said he did not mention the price of the properties once broken up and we do not know if it would be young professional prices or something else. Someone else could leave the building standing and come up with a better proposal. Maybe it could be rehabbed with a better outcome than the undesired apartments.

Mr. Vericella said these will be rental units and he is not going to subdivide it into condos. They will be studio, one or two bedroom. Exterior asbestos can be painted and is okay if undisturbed. To tear it down you would have to contain it. The interior pipes could be encapsulated.

Travis Rundle, 1315 Fell, was sworn in. He stated he also speaks for his neighbors who could not be here. He said they are one of the newer families who moved into the neighborhood. They have three young kids and their biggest concern is about the added traffic and the apartments. They use to live next to college and young professionals and their aim was to get away from apartments where conflicts come up because they are not fully attached to the neighborhood.

When you bring in renters the sense of belonging disappears. He said they are fine with the way the building is now. They have young children and want to keep it single-family living like it is.

Chairman Stanczak closed the public hearing. He stated the Commission has received about ten emails which will be part of the record. Mr. Balmer stated he is generally in favor of repurposing properties and in housing young professionals. He only remembers spot zoning being approved when it was to be more rather than less restrictive. With a couple of exceptions there is an overwhelming opposition to the rezoning. He sees no compelling reason to change the zone, particularly with spot zoning and there are other things that can be done with the property. Mr. Scritchlow stated the new comprehensive plan discussion has been about revitalization in older neighborhoods. He said the house is vacant and something needs to be done with it and he thinks it is not economically feasible to turn it into single-family or even three houses. It does have historic significance and does not know if anything will come out of it by just letting it rot away. Mr. Diamond stated it is a cohesive neighborhood that does not want its character changed and feels a spot zone in this area is not compatible with the character of the neighborhood. He is inclined to not accept the proposal. Mr. Barnett stated he understands the impact this can take on a neighborhood but something positive needs to be done with the home and there is a need for young professional housing. He said it is more consistent with what it was as a sorority house. Mr. Pearson said something needs to be done and is in favor of it. Mr. Suess said he sees the impact that multi units have on the cohesiveness of the neighborhood. There may be alternatives and he does not see a spot zone as being an alternative. Chairman Stanczak said everyone agrees that something needs to be done to the house. The question is whether the rezoning would be the way to go and in his mind it would be a classic spot zoning. The size of the lot is at least twice the size of the adjacent lots and it could be resubdivided. He believes the rezoning is not the way to go. There was a brief discussion on what other developments can be placed on the site.

Mr. Pearson moved to accept the petitioner's rezoning on case Z-04-15 for 1314 N. Fell Avenue seeking a rezoning from R-1C, Single-Family Residence District to R-2, Mixed Residence District to be submitted to the City Council. Mr. Scritchlow seconded the motion which failed by a vote of 2-6 with the following votes being cast on roll call: Mr. Scritchlow-abstain; Mr. Barnett -yes; Mr. Balmer-no; Mr. Protzman-no; Mr. Stanczak-no; Mr. Diamond-no; Mr. Pearson-yes; Ms. Schubert-no; Mr. Suess-no.

Mr. Diamond moved for case Z-04-15 for 1314 N. Fell Avenue to recommend that the City Council deny the petitioner seeking a rezoning from R-1C, to R-2, Mixed Residence District. Mr. Balmer seconded the motion which passed by a vote of 6-2 with the following votes being cast on roll call: Mr. Scritchlow-abstain; Mr. Barnett -no; Mr. Balmer-yes; Mr. Protzman-yes; Mr. Stanczak-yes; Mr. Diamond-yes; Mr. Pearson-no; Ms. Schubert-yes; Mr. Suess-yes.

Chairman Stanczak thanked everyone for coming out and sharing their opinions.



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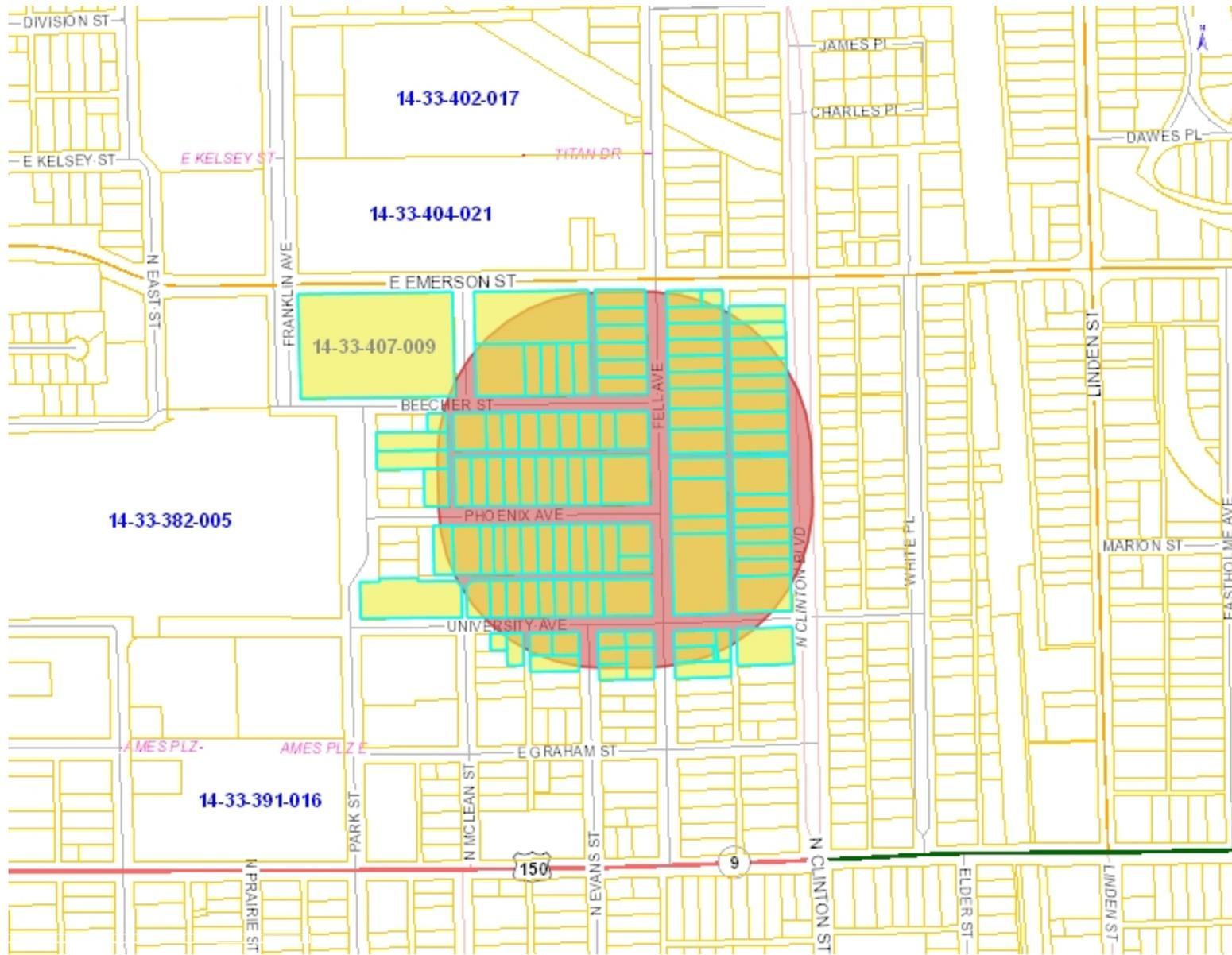
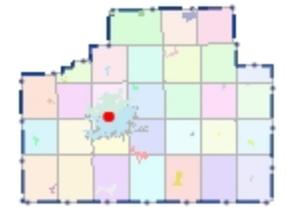
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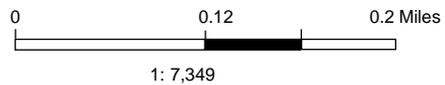


Properties Where Owners Notified - Within 500' of 1314 N Fell



Legend

- Parcels
- Condo_Improve
- Interstates
- US_Highways
- State_Highways
- County_Highways
- Minor_Arterial
- Major_Collector
- Minor_Collector
- Local_Road_Street
- Alleys
- Private_Streets
- Railroad
- County



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CITY OF BLOOMINGTON
109 E OLIVE ST
BLOOMINGTON, IL 61701

JOHN DOLAN
11006 N 1900 EAST RD
BLOOMINGTON, IL 61704-5377

JOHN J DOLAN
11006 N 1900 EAST RD
BLOOMINGTON, IL 61704-5377

ROB MATTHEWS
1209 FELL AVE
BLOOMINGTON, IL 61701-1826

LAURIE A SEXTON
1209 NORTH EVANS
BLOOMINGTON, IL 61701

DIANA L NUDING
1210 FELL AVE
BLOOMINGTON, IL 61701-1827

KENDRA FUDGE
1211 FELL AVE
BLOOMINGTON, IL 61701-1826

DOUGLAS SUTTER
1211 N EVANS
BLOOMINGTON, IL 61701

NADEAU CAROLYN A SANDERS CHAD O
1212 N CLINTON BLVD
BLOOMINGTON, IL 61701

JEFFREY A & JACQUELINE A WEBER
1213 N FELL
BLOOMINGTON, IL 61701

RJV PROPERTIES LLC
125 S BELLEMONT RD
BLOOMINGTON, IL 61701-4304

ROBERT VERICELLA II
125 S BELLEMONT RD
BLOOMINGTON, IL 61701-4354

ZACH L KUHFUSS
1302 FELL AVE
BLOOMINGTON, IL 61701-1829

MICHAEL GORMAN
1304 N CLINTON BLVD
BLOOMINGTON, IL 61701-1810

DAVID MOSS
1306 N CLINTON BLVD
BLOOMINGTON, IL 61701-1810

WILLIAM F & KATHLEEN E BEHRENS
1306 N FELL AVE
BLOOMINGTON, IL 61701

SHARON ZECK
1308 N CLINTON BLVD
BLOOMINGTON, IL 61701-1810

MICHAEL E BARKOVIK M/M
1310 FELL AVE
BLOOMINGTON, IL 61701-1829

RANDEE MALONE
1310 N Clinton Blvd
Bloomington, IL 61701-1810

CATHY J LEVERTON
1311 FELL AVE
BLOOMINGTON, IL 61701-1828

THOMAS PRAHL
1312 N CLINTON BLVD
BLOOMINGTON, IL 61701-1810

MARY C & JULIA M EMIG COLEMAN
1313 FELL AVE
BLOOMINGTON, IL 61701-1828

STEVE & TERI PARKER
1314 N CLINTON BLVD
BLOOMINGTON, IL 61701-1810

TRAVIS & SARAH RUNDLE
1315 FELL AVE
BLOOMINGTON, IL 61701-1828

FREDERICK B & CAROLYN S HOYT
1317 FELL AVE
BLOOMINGTON, IL 61701-1828

KIRK A LADICK
1320 FELL AVE
BLOOMINGTON, IL 61701-1862

CHARLES W WILLIAMS
1325 E EMPIRE
BLOOMINGTON, IL 61701

WILLIAM & KELLY ALLEN
1402 CLINTON BLVD
BLOOMINGTON, IL 61701

LENORE T CLARK
1404 FELL AVE
BLOOMINGTON, IL 61701-1831

JASON & JENNIFER BOOKER SMITH
1404 N CLINTON
BLOOMINGTON, IL 61701

MEGHAN BURKE
1406 FELL AVE
BLOOMINGTON, IL 61701-1831

ANN BAILEN
1406 N CLINTON BLVD
BLOOMINGTON, IL 61701

GEORGE V WAINWRIGHT
1407 FELL AVE
BLOOMINGTON, IL 61701-1830

HANNELORE HECKMANN
1408 N CLINTON BLVD
BLOOMINGTON, IL 61701-1812

LAURA C EDWARDS
1409 FELL AVE
BLOOMINGTON, IL 61701-1830

MATTHEW J HINSHAW
1410 Fell Ave
Bloomington, IL 61701-1831

MARK P PICKERING
1410 N CLINTON BLVD
BLOOMINGTON, IL 61701-1812

SANDRA E LAWYER
1411 FELL AVE
BLOOMINGTON, IL 61701-1830

WM T & PHYLLIS A JACKSON
1412 FELL AVE
BLOOMINGTON, IL 61701-1831

DANIEL S & JANI N HALL
1412 N CLINTON BLVD
BLOOMINGTON, IL 61701-1812

JEROME F & JILL QUINN
1413 FELL AVE
BLOOMINGTON, IL 61701-1830

RICHARD D BALDWIN
1414 N CLINTON BLVD
BLOOMINGTON, IL 61701

MICHAEL R COX
1415 N FELL
BLOOMINGTON, IL 61701

CHARLES G MCCARTHY TRUSTEE
1416 N CLINTON BLVD
BLOOMINGTON, IL 61701-1812

KARIN M MCDOWELL
1417 FELL AVE
BLOOMINGTON, IL 61701

ERIC ANDERSON
16072 DEE MAC RD
MACKINAW, IL 61755-9492

J ERIC ANDERSON
16072 DEE MAC RD
MACKINAW, IL 61755-9492

% MARTI RAVE IUVO CONSTRUCTION LLC
1709 TULLAMORE AVE STE B
BLOOMINGTON, IL 61704-9603

RICHARD D & NORA K SUTTER
18 HAWTHORNE DR
NORMAL, IL 61761-4018

SHAWN BILLO
2802 ALANA WAY
BLOOMINGTON, IL 61704-7002

THOMAS & KRISTIN ZONA
401 PHOENIX
BLOOMINGTON, IL 61701

MICK & CONNIE NETHERTON
402 WHISPERING PINES
NORMAL, IL 61761

MIKE A EHRMANTRAUT
404 PHOENIX AVE
BLOOMINGTON, IL 61701-1850

JULIANNE & MICHAEL T JOHNSON
405 PHOENIX
BLOOMINGTON, IL 61701

STEPHEN J SWEENEY
407 BEECHER ST
BLOOMINGTON, IL 61701-1801

DIANA E CUNNINGHAM
408 BEECHER ST
BLOOMINGTON, IL 61701-1802

CARROL B COX JR
409 PHOENIX AVE
BLOOMINGTON, IL 61701-1849

COLLEEN RIESSelman
411 BEECHER ST
BLOOMINGTON, IL 61701-1801

STEVEN P GORDON
412 PHOENIX AVE
BLOOMINGTON, IL 61701

ROBERT BRAY
413 PHOENIX
BLOOMINGTON, IL 61701

CINDY S HARRELL
414 PHOENIX AVE
BLOOMINGTON, IL 61701

Cathleen Fogler
415 Beecher St
Bloomington, IL 61701-1801

CALEB GRIFFITH
417 PHOENIX
BLOOMINGTON, IL 61701

JAQUELYN S MITCHELL TRUSTEE
418 PHOENIX AVE
BLOOMINGTON, IL 61701-1850

JOHN B POWERS
500 MAPLE AVE
WILMETTE, IL 60091-3432

KEVIN PRENDERGAST
501 E EMERSON
BLOOMINGTON, IL 61704

WADE D ABELS
503 E EMERSON ST
BLOOMINGTON, IL 61701-1818

WILLIAM R SUTTER
504 UNIVERSITY ST
BLOOMINGTON, IL 61701-1853

DARYL R CLINE
505 E UNIVERSITY
BLOOMINGTON, IL 61701

JUDITH G & JERRY H STONE
509 UNIVERSITY ST
BLOOMINGTON, IL 61701-1852

STEVEN A LEMONS
510 UNIVERSITY ST
BLOOMINGTON, IL 61701-1853

MARLEENA J LESLIE
516 University St
Bloomington, IL 61701-1853

ELISABETH R FRIEDMAN
605 University St
Bloomington, IL 61701-1874

MARTIN SCHROEDER
6199 MEMORIAL DR
DUBLIN, OH 43017

LESLIE T & SHEILA A ALLEN
8 EBACH DR
BLOOMINGTON, IL 61701-2006

TERRY D BLAGG
8451 E 1100 NORTH RD
BLOOMINGTON, IL 61705-6706

GREG & DEANN FISHER
9725 N 1250 EAST RD
SHIRLEY, IL 61772-9581

THOMAS W SIMON
HOPKINS-NANJING CENTER 1G2 SHANGHAI

ILLINOIS WESLEYAN UNIVERSITY
P O BOX 2900
BLOOMINGTON, IL 61702

HAROLD PATRICK
PO BOX 1522
BLOOMINGTON, IL 61702-1522

WESLEY JOHNSON
PO BOX 1686
BLOOMINGTON, IL 61702-1686

ILLINOIS WESLEY UNIVERSITY
PO BOX 2900
BLOOMINGTON, IL 61702-2900

ILLINOIS WESLEYAN UNIVERSITY
PO BOX 2900
BLOOMINGTON, IL 61702-2900

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PO BOX 2900
BLOOMINGTON, IL 61702

ILLINOIS WESLEYAN UNIVERSITY
PO Box 2900
Bloomington, IL 61702-2900

SABRE INVESTMENTS LLC
PO BOX 3074
CARBONDALE, IL 62902-3074

ILLINOIS WESLEYAN UNIVERSITY
P O BOX 2900
BLOOMINGTON, IL 61702

ZACH L KUHFUSS
1302 FELL AVE
BLOOMINGTON, IL 61701-1829

MARLEENA J LESLIE
516 University St
Bloomington, IL 61701-1853

JOHN J DOLAN
11006 N 1900 EAST RD
BLOOMINGTON, IL 61704-5377

THOMAS W SIMON
HOPKINS-NANJING CENTER 1G2 SHANGHAI

ROBERT VERICELLA II
125 S BELLEMONT RD
BLOOMINGTON, IL 61701-4354

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BLOOMINGTON, IL 61702-2900

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PO BOX 2900
BLOOMINGTON, IL 61702

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PO BOX 2900
BLOOMINGTON, IL 61702-2900

WILLIAM F & KATHLEEN E BEHRENS
1306 N FELL AVE
BLOOMINGTON, IL 61701

JOHN DOLAN
11006 N 1900 EAST RD
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BLOOMINGTON, IL 61702

ILLINOIS WESLEYAN UNIVERSITY
PO BOX 2900
BLOOMINGTON, IL 61702

From: Giovanni Testolin <giotest131@yahoo.com>
To: "mwoolard@cityblm.org" <mwoolard@cityblm.org>

Date: Wednesday, May 27, 2015 01:42PM
Subject: 1314 Fell Ave, zoning change

Dear Mr. Woolard,

I am writing to express my opposition to the zoning change request to 1314 Fell in Bloomington. Our neighborhood is by and large made up of single family homes. A change to a multi-family residence (multi-apartment) would allow a precedent to be set that few in our neighborhood are in favor of. While the builder's intentions sound good, we can never be certain of who would inhabit the building and whether it might be permitted to change to a halfway house or other kind of establishment in the future.

I believe that everyone in the neighborhood would like to support a change in the status of 1314 Fell (that is, a change from vacant home with wild animals and broken windows) and perhaps with some creative thinking and the support of grants that we are not currently aware of, that house or lot could evolve into a vibrant home or homes again. Please convey to the board that we look forward to future proposals that do not involve a multi-apartment building.

Giovanni Testolin

From: Nancy Tague/Cityblm
To: Mark Woolard/Cityblm@Cityblm, Tom Dabarehner/Cityblm@Cityblm
Date: Wednesday, May 27, 2015 12:42PM
Subject: Fw: Zoning of 1314 Fell Ave, Bloomington Il 61701

Nancy Tague
Office Manager
PACE Department
City of Bloomington, IL
309-434-2444
ntague@cityblm.org

-----Forwarded by Nancy Tague/Cityblm on 05/27/2015 12:41PM -----

To: "pace@cityblm.org" <pace@cityblm.org>
From: Kirk Ladick <kirkladick@yahoo.com>
Date: 05/27/2015 11:25AM
Subject: Zoning of 1314 Fell Ave, Bloomington Il 61701

I am writing concerning the rezoning of the property at 1314 Fell Ave. We currently own the property next door at 1320 Fell. I cannot say how against this rezoning we are. This is a family neighborhood. Lots of small children. We do not need to have a multiple apartment complex, rented out to most likely young students. Who will have party's, take up our parking and the trash. It is known that the RJV company has had properties that already have trash and problems. WE DO NOT NEED THIS IN OUR NEIGHBORHOOD. It devalues my property and would make not only us, but our neighbors have a hard time reselling if we wanted to do so. This property was even declined by Illinois Wesleyan when it was offered free as a donation because it would take too much money to repair. RJV will most likely put a "lipstick" finish to it and rent to people who would not respect this family neighborhood.

I might add that last year our home won an award from the City of Bloomington for Home Beautification. All our hard work goes down the tube if this rezoning passes. We are pleading with the zoning commission to turn down this application. I will also be calling 434-2341 with my concerns. We have been out of town dealing with a death in the family and have been unable to respond to the zoning until this time.

Sincerely,
Kirk Ladick & Lynda Krouse

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

From: Mary Coleman <mary.clayton.coleman@gmail.com>
To: mwoolard@cityblm.org

Date: Wednesday, May 27, 2015 11:55AM
Subject: Written Comments to the Planning Commission

Dear Mr. Woolard,

I am writing with written comments to the Planning Commission regarding 1314 Fell Avenue because I am out of town and unable to attend today's meeting. I would be very grateful if you could share my comments with the Commission members.

I am attaching my comments as a PDF and also pasting them below, in case you have trouble opening the attachment.

Thank you very much for your help.

Best,
Mary Coleman

To the Planning Commission:

My partner and I live at 1313 Fell Avenue, directly across the street from 1314 Fell Avenue. We bought our home in 2010 with the intention of raising a family here, and we now have a three-month-old daughter. We are strongly opposed to the petition for 1314 Fell to be re-zoned R-2. Our understanding is that this is one of the steps the owner is taking toward the goal of converting the property into eight rental apartments. We are strongly opposed to the property being converted into apartments. This conversion would be harmful to the neighborhood in many important ways. It would substantially increase the traffic and noise on our block of Fell. This would be detrimental not only for those of us who live on this block but also for our many neighbors who use Fell Park, which is located on our block (at the corner of Fell and University). Fell Park was designed for and is used by people of all ages, from very young children to adults. It is a great value to the neighborhood, and we would be very disappointed to see that value diminished.

We understand that the owner of the property would like to rent to "young professionals," but with Illinois Wesleyan so close by, it seems very likely that some if not all of the apartments will be rented to college students. I teach at IWU, so I know firsthand that the vast majority of IWU students are responsible, mature young adults. However, even responsible, mature college students tend to live a different lifestyle than adults with families. College students tend to come and go later at night, to have more visitors, and to be noisier than families. All of that would be detrimental to the family-friendly atmosphere of our neighborhood.

Finally, our block is part of the White Place Historic District. We understand this district was created in the 1980's in an attempt to prevent properties in the area from being converted into

rentals. Apparently, 1314 Fell was not included in the historic district because of its poor condition and because of renovations that had already been made that were not historically sensitive. Since multi-unit rental properties are very often not maintained as well as owner-occupied properties, if 1314 Fell were converted to rental apartments, this property would be likely to further erode the value of our historic neighborhood.

We strongly urge the Planning Commission to reject the petition for 1314 Fell Avenue to be rezoned R-2. Please reject this petition and protect our historic, family-friendly neighborhood.

Sincerely,

Mary Clayton Coleman

--

Mary Clayton Coleman
Associate Professor and Chair
Philosophy Department
Illinois Wesleyan University
PO Box 2900
Bloomington, IL 61702
phone: 309-556-3705
fax: 309-556-1713

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Attachments:

Comments to Planning Commission.pdf

From: Laura Edwards <lcedwar@ilstu.edu>
To: "mwoolard@cityblm.org" <mwoolard@cityblm.org>
Cc: Giovanni Testolin <giotest131@yahoo.com>

Date: Wednesday, May 27, 2015 09:00AM
Subject: 1314 Fell in Bloomington -zoning change request

Dear Mr. Woolard,

I am writing to express my opposition to the zoning change request to 1314 Fell in Bloomington. Our neighborhood is by and large made up of single family homes. A change to a multi-family residence (multi-apartment) would allow a precedent to be set that few in our neighborhood are in favor of. While the builder's intentions sound good, we can never be certain of who would inhabit the building and whether it might be permitted to change to a halfway house or other kind of establishment in the future.

I believe that everyone in the neighborhood would like to support a change in the status of 1314 Fell (that is, a change from vacant home with wild animals and broken windows) and perhaps with some creative thinking and the support of grants that we are not currently aware of, that house or lot could evolve into a vibrant home or homes again. Please convey to the board that we look forward to future proposals that do not involve a multi-apartment building.

Laura Edwards
1409 Fell
Bloomington, IL 61701

827.9494

From: "McDowell, Karin (RIS-HBE)" <Karin.McDowell@lexisnexis.com>
To: "mwoolard@cityblm.org" <mwoolard@cityblm.org>
Date: Wednesday, May 27, 2015 08:59AM
Subject: 1314 Fell Ave

Dear Mark,

I'm writing regarding the property at 1314 Fell Ave. I currently reside at 1417 Fell Ave.

As an IWU alum, I'm particularly fond of the structure; I had many friends who lived there during our time at Wesleyan. But the current building is not what it once was. As a result, I'm in full agreement something should be done with the property.

I understand there's a proposal on the table to turn the building into apartments. While I'm not categorically against multi-family housing, renting or doing something with the property, I am concerned about the follow-through with the plan as outlined. I understand if the zoning variation is allowed to go through the developer could move forward and do anything within the R-2 zoning allowances.

As a resident of the block, I'd prefer to see the structure removed (since it can't be restored to its original state as a Pillsbury home), and the lot divided for two homes, consistent with the tone of the Historic District.

Please contact me if you have any questions about my opinion, as a resident of Fell Ave.

Thank you!

Karin

309-532-7766

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From: "Kris & Eric" <anderson@telstar-online.net>
To: Mwoolard@cityblm.org

Date: Wednesday, May 27, 2015 08:55AM
Subject: Rezoning of 1314 N Fell St

Mark,

Good morning.

I am out of town in business and unable to attend the public hearing today.

I did want to reach out to you to let you know I oppose the rezoning of 1314 North Fell Street.

I recently was outside working and saw a neighbor if ours, they weren't up for the rezoning either.

Thanks for considering my thoughts on this matter.

Eric Anderson

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

From: shawn billo <sabillo@ilstu.edu>
To: mwoolard@cityblm.org
Cc: eric anderson <jeander@ilstu.edu>

Date: Wednesday, May 27, 2015 07:47AM
Subject: oppose rezoning 1314 N. Fell Ave

History: ↩ This message has been replied to.

Good Morning Mark ..

Thank you for allowing us to have input on the proposed rezoning. We oppose the rezoning of 1314 N. Fell Ave. We are not able to attend the public hearing on May 27, but would like more info. Where can we go for more info after the public hearing?

All of the neighbors I've spoke with are not in favor of the rezoning.

Thank you,
Shawn Billo

Sarah Rundle
1315 Fell Ave
Bloomington, IL 61701
309-820-1393
serundle@gmail.com
May 26, 2015

Mark Woolard
City Planner
City of Bloomington
109 E Olive St
Bloomington, IL

Dear Mark Woolard:

I am writing in OPPOSITION to the rezoning for 1314 Fell Ave; I live at 1315 Fell Ave. I am opposed to rezoning for the following reasons:

1. **IT WILL DIMINISH THE HISTORICAL APPEAL** of the neighborhood. There are only a handful of these charming, historical neighborhoods left in Bloomington that haven't been altered by the addition of out of context structures and poor maintenance. By allowing spot zoning, we begin the process of altering this neighborhood. Once these historical areas are altered and slowly eroded away, they are gone. Instead, these neighborhoods need to be protected and preserved.
2. **INCREASED TRAFFIC/NOISE.** There are homes with young children, two school bus stops, along with a popular park for children, Fell Park, in very close proximity to the proposed rezoning site. Increased traffic is a significant safety concern. Also, the intersection of Fell Ave and Emerson Ave is a dangerous one; car accidents occur routinely. The increased traffic will aggravate this situation.
3. **IT WILL LOWER MY HOME'S VALUE.** A significant part of my home's appeal is the residential environment of the neighborhood. Families want to live in neighborhoods of single home residences. Allowing spot-zoning to creep in, causes families to look for other options, like subdivisions, instead of a neighborhood. The people in this neighborhood care about preserving the neighborhood's atmosphere.

Do not hesitate to contact me with any questions. I am willing to serve on a committee and/or work with the city towards implementing a plan for this site that preserves the neighborhood and its historical appeal.

The current zoning is the correct zoning for the neighborhood and the city. One bad business decision should not be "fixed" with spot zoning at the cost of the city's historical districts, neighborhoods, and residents.

Sincerely,

Sarah Rundle

Denial of a Rezoning 1314 Fell Avenue

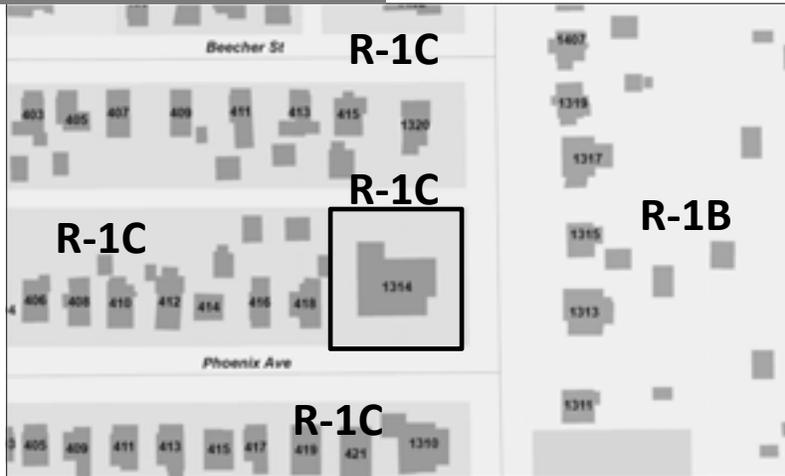
from R-1C Single-Family Residence
to R-2 Mixed Use Residence

Applicant seeks
to build
apartments
requiring two
steps: (1)
rezone to R-2
and (2) Special
Use



Denial of a Rezoning 1314 Fell Avenue

from R-1C Single-Family Residence
to R-2 Mixed Use Residence



**Denial of a Rezoning
1314 Fell Avenue**
from R-1C Single-Family Residence
to R-2 Mixed Use Residence



**Denial of a Rezoning
1314 Fell Avenue**
from R-1C Single-Family Residence
to R-2 Mixed Use Residence



Question continued from prior meeting

- Staff met with applicant and spoke several more times
- No alternatives found that meet any interpretation of the code

Denial of a Rezoning

1314 Fell Avenue

from R-1C Single-Family Residence
to R-2 Mixed Use Residence



**Recommend that Council Affirm
the Denial for a Rezoning – No procedural
errors**

- Proper application materials received, filed properly and reviewed for Map Amendment
- All procedures followed for notification (e.g., publication, sign and letters within 500')
- Hearing procedures followed

Denial of a Rezoning

1314 Fell Avenue

from R-1C Single-Family Residence
to R-2 Mixed Use Residence



**Recommend that Council Affirm
the Denial for a Rezoning – Planning Commission
Findings, Code Standards and Common Practices**

- Standards for Map Amendment deemed not met (Sec.44.13-2)
- “Spot Zoning” with no relationship to nearby zoning
- “Down Zoning” to a Less-Restrictive District, which allows more exceptions not found in immediate neighborhood (e.g., density)
- Concern multi-family would negatively alter the character of the immediate neighborhood, where R-1C zoning has provided the expectation for single family residences

Denial of a Rezoning
1314 Fell Avenue
 from R-1C Single-Family Residence
 to R-2 Mixed Use Residence



Recommend that Council Affirm the Denial for a Rezoning – Council Options

- Affirm the denial or deny the denial – A Yes vote maintains the existing R-1C High Density Single Family Residences District designation
- No supermajority required
- If affirmed, a similar rezoning request can not come before the City for a period of one year (w/o new evidence)

Standards for Zoning Map Amendment

for reference only

- (a) The suitability of the subject property for uses authorized by the existing zoning;
- (b) The length of time the property has remained vacant as zoned considered in the context of land development in the area;
- (c) The suitability of the subject property for uses authorized by the proposed zoning;
- (d) The existing land uses of nearby property;
- (e) Existing zoning of nearby property, relative gain or hardship to the public as contrasted and compared to the hardship or gain of the individual property owner resulting from the approval or denial of the zoning amendment application;
- (f) The extent to which adequate streets are connected to the arterial street system and are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification;
- (g) The extent to which the proposed amendment is inconsistent with the need to minimize flood damage and that the development of the subject property for the uses permitted in the proposed zoning classification will not have a substantial detrimental effect on the drainage patterns in the area;
- (h) The extent to which adequate services (including but not limited to fire and police protection, schools, water supply, and sewage disposal facilities) are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification;
- (i) The extent to which the proposed amendment is consistent with the public interest, giving due consideration for the purpose and intent of this Code as set forth in Division 2 herein.



REGULAR AGENDA ITEM NO. 8B

FOR COUNCIL: July 27, 2015

SUBJECT: Consideration of adopting an ordinance for Case No. MPH-01-15 Petition requesting approval of a Site Plan for PMO Properties Manufactured Home Park, for the property located east of Greyhound Road approximately 220' south of E. Hamilton Road, and approximately 7.98 acres.

RECOMMENDATION/MOTION:

Option 1: As recommended by the Plan Commission, adopt an ordinance for Case MPH-01-15 for a Site Plan for PMO Properties Manufactured Home Park, for the property described in Exhibit A.

Option 2: As recommended by City staff, deny the recommendation of the Plan Commission and request an ordinance be brought back before the City Council approving the Site Plan for PMO Properties Manufactured Home Park conditioned upon a written signed agreement be executed between the two mobile home park owners which will allow conveyance of storm water from the developing park into the already developed park as well as for maintenance for this private storm water system.

STRATEGIC PLAN LINK: The amended preliminary plan is linked to Goal 3, Grow the Local Economy and Objective A, Retention and growth of current local businesses.

STRATEGIC PLAN SIGNIFICANCE: The reinstated and amended preliminary plan will facilitate the objective of retention of local businesses. This includes the developer as well as the building trades that will be associated with locating new homes in the manufactured home park.

BACKGROUND:

The subject site is identified as the PMO Properties Manufactured Home Park. It is located east of Greyhound Road approximately 220' south of East Hamilton Road. It has four existing manufactured homes however the vast majority of the manufactured home park is undeveloped. The four homes were allowed to be placed there by the owner prior to obtaining a license to operate the mobile home park.

The proposed manufactured home park is a result of being separated from the larger mobile home park to the south and the east. The street layout and the general development of the park as proposed is acceptable however one concern that staff has pertains to maintenance of the private drainage system. When the park was under one ownership storm water was the responsibility of just one owner. With the separation of the park into two parcels with separate ownership there needs to be an agreement between the two owners regarding the conveyance of storm water from the developing park into the already developed park as well as for maintenance thereof. The owners of the two parks have not settled on any agreement.

PLANNING COMMISSION

This case was before the Planning Commission for a public hearing and review on February 25, March 25, April 22, and June 24, 2015. Staff explained issues to be addressed which were a

drainage agreement, setback variances, removal of street barriers and the need for an on-site office. The City Engineer explained that staff's concern is if there is a problem with conveyance or drainage the city would have limited actions to take where the new mobile home park residents are impacted. The only issue remaining at the June 24, meeting pertained to drainage; all of the other conditions were successfully addressed.

The petitioner's attorney claims that a drainage agreement is not necessary for the approval of the site plan. The developer's engineer indicated the storm water system for the development was correctly designed and constructed to adequately handle the storm water at the time the original park approval. He also believes that any problems pertaining to storm water are on the developed mobile home park's property.

One citizen spoke in favor of the project stating more development will prevent dumping. Two audience members spoke in opposition. A representative for the owner stated the storm water may become a problem because many more homes will increase the impervious surface and indicated they cannot sign an agreement without seeing detailed engineering plans. One citizen stated there is already flooding and something needs to be done at least on that edge of the PMO property where the water is standing.

Staff recommended to the Planning Commission approval condition upon complying with the following:

1. There be a written signed agreement between the two mobile home park owners which will allow conveyance of storm water from the developing park into the already developed park as well as for maintenance for this private storm water system. *This agreement has not been provided.*
2. The removal of barriers which prevent traffic from moving between the two mobile home parks. *The developer has removed the barriers.*
3. Approval of the requested variances. *The variances have been approved.*
4. Revise the site plan and provide an on-site office for the mobile home park. *The developer has agreed to provide the office.*

Therefore the above items 2, 3, and 4 have all been resolved. Staff recommends to the City Council approval condition upon complying with the following:

1. There be a written signed agreement between the two mobile home park owners which will allow conveyance of storm water from the developing park into the already developed park as well as for maintenance for this private storm water system.

The Planning Commission recommended approval without any further conditions by a vote of 5-3. This recommendation is inconsistent with staff's position and inconsistent with the Planning Commission acting twice to continue the hearing while waiting for an agreement.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:

Public notice was published in the Pantagraph in accordance with City Code. In accordance with the Zoning Code (Ordinance No. 2006-137), courtesy copies of the Public Notice were mailed to approximately 55 property owners or residents within 500 feet. In addition, a public notice/identification sign was posted on the property.

FINANCIAL IMPACT:

If the reinstated and amended preliminary plan is approved, there should be an increase in property taxes for the city as the site is developed.

Respectfully submitted for Council consideration.

Prepared by: Mark Woolard, City Planner

Reviewed by: Tom Dabareiner, Director of Community Development

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Planning Commission Report for 6-24-15
- Planning Commission Minutes for 6-24-15
- Planning Commission Report for 4-22-15
- Planning Commission Minutes for 4-22-15
- Planning Commission Report for 3-25-15
- Planning Commission Minutes for 3-25-15
- Planning Commission Report for 2-25-15
- Planning Commission Minutes for 2-25-15
- Location Map
- Site Plan
- Aerial Photograph
- Map with Neighboring Properties Notified
- List of Property Owners and Residents Notified
- “PMO Properties Storm Water Drainage Overview for the City Of Bloomington”
Provided by Cardinal Ridge
- L. Duane Yockey, P.E. Letter to PMO Properties, LLC
- Petition for Approval of the Site Plan for a Manufactured Home Park
- Ordinance
- Exhibit A Legal Description
- Exhibit B Boundary Description

Motion: Adopt an ordinance for Case MPH-01-15 for a Site Plan for PMO Properties Manufactured Home Park, for the property described in Exhibit A.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Hauman				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Buragas			
Alderman Painter							
				Mayor Renner			

**CITY OF BLOOMINGTON
 REPORT FOR THE PLANNING COMMISSION
 JUNE 24, 2015**

SUBJECT:	TYPE:	SUBMITTED BY:
MHP-01-15 PMO Properties Manufactured Mobile Home Park	Site Plan Review of PMO Properties Manufactured Mobile Home Park	Mark Woolard City Planner

The petitioner is seeking approval of a site plan review for a mobile home park. See the original attached staff report for the recommendation.

CONDITIONS FOR APPROVAL

The following is the current status of the original conditions for approval:

1. There be a written signed agreement between the two mobile home park owners which will allow storm water to drain into from the developing park into the already developed park as well as for maintenance thereof. *This agreement has not been provided.*
2. The removal of barriers which prevent traffic from moving between the two mobile home parks. *The developer has agreed to remove the barriers.*
3. Approval of the requested variances. *The variances have been approved.*
4. Revise the site plan and provide an on-site office for the mobile home park. *The developer has agreed to provide the office.*

Respectfully submitted,

Mark Woolard
 City Planner

**UNAPPROVED MINUTES
BLOOMINGTON PLANNING COMMISSION
REGULAR MEETING
WEDNESDAY, JUNE 24, 2015, 4:00 P.M.
COUNCIL CHAMBERS, CITY HALL
109 EAST OLIVE STREET, BLOOMINGTON, ILLINOIS**

MEMBERS PRESENT: Mr. Balmer, Mr. Cornell, Mr. Pearson, Mr. Protzman, Ms. Schubert, Mr. Scritchlow, Mr. Stanczak, Mr. Suess

MEMBERS ABSENT: Mr. Barnett

OTHERS PRESENT: Mr. Tom Dabareiner, Community Development Director
Mr. Kevin Kothe, City Engineer
Ms. Vasu Pinnamaraju, Executive Director of McLean County
Regional Planning Commission
Ms. Jennifer Sicks, Transportation Planner
Mr. Mark Woolard, City Planner

CALL TO ORDER: Chairman Stanczak called the meeting to order at 4:01 P.M.

ROLL CALL: Mr. Woolard called the roll. A quorum was present.

PUBLIC COMMENT: None

MHP-01-15. Public hearing and review on the petition submitted by PMO Properties, LLC requesting approval of a Site Plan for PMO Properties Manufactured Mobile Home Park which is located east of Greyhound Road approximately 220' south of E. Hamilton Road, and approximately 7.98 acres.

Chairman Stanczak introduced the case. Mr. Woolard stated this petition was before you previously and was held over to address drainage concerns. The other concerns have been addressed. Staff has not seen an agreement addressing the drainage issue. He stated that this has been an enforcement issue. There has been sufficient time for willing parties to resolve the drainage issue. Staff's recommendation is approval pending the issues being resolved.

Chairman Stanczak opened the public hearing. The petitioner's attorney, Mac Arnold, 709 E. Douglas St. was sworn in. He stated his client bought the property with existing roads and water detention. When the property was separated the city was correct in requiring a site plan. He said they have their own water system on their land and it drains to Cardinal Ridge. He does think an agreement with the neighbor is not in the purview of a site plan review but it is a good idea so he prepared one and it is in line with the Illinois drainage law. The agreement gives Cardinal Ridge the right to sue his client if they do not take care of the drainage. The city requested that they go back and hire an engineer to look at drainage. He said they have done that and Mr. Yockey's opinion is that the drainage system that was approved by the city takes in more than the 500 year flood mark. He did site inspections and it is functioning within city standards. He said he thought doing a double check was good and so they did. It cost a lot more money than expected. He said

there is money to be made if you can rent it out and it is a high quality mobile home park. He stated he has submitted a plan regarding detention and he will bind his client to sign it but in terms of your approval, if we have to go get this guy to sign a piece of paper it invites a hold up and is not fair. He thinks Cardinal Ridge will be good neighbors. They are fixing up their place and if there are water problems in Cardinal Ridge they do not come from our side. He said the narrow issue is, does it meet city code and it does. He said this needs to be passed or put aside. If it is put aside his client is not going to spend any more money to develop a mobile home park. It will go back to bear land with minimal maintenance and affordable housing is not effected. The city has asked us to do reasonable things and we have but as far the agreement it takes two to tangle. During a heavy rain you cannot stop the way the water will flow.

Chairman Stanczak asked Mr. Arnold if there was something the city asked them to do that they have not done. Mr. Arnold said yes and explained the concrete barriers that were moved out of the street have been temporarily moved into the detention area and the city said they need to be moved. His client just has not got a truck out there yet. He does not think there is something else except the written agreement.

Mr. Arnold said he has a letter from Mr. Yockey indicating most of the water problems are on the other side of the fence. He said he thought we did what we needed to do. Calculations for the storm water were made and approved by the city. Cardinal Ridge's site has buildings and pads built over the pipes.

Mr. Pearson stated that what you want is to have us consider not making the agreement part of the site plan approval. Mr. Arnold stated that is right. There was discussion on the drainage and the responsibilities of the property owners. The downhill property has to take the storm water's natural flow that comes from the uphill property.

Mr., Balmer asked Mr. Kothe if he is in agreement that the water issues presented at previous meetings are not as a result of flowage from the PMO property. Mr. Kothe stated he has no objection to Mr. Yockey's assessment and he believes that it is correct in that regard. He said there is just one detention basin and it is on Cardinal Ridge's property. The storm sewers between the two properties were built to drain there and there are also drainage swales. The pipes are built to handle the five year storm and not a 500 year storm and beyond that the drainage should go to the swales. There are some deficiencies on the Cardinal Ridge property.

Chairman Stanczak asked if there was anyone in opposition to the petition. Jay Oades, 1908 Main St., Kansas City, Missouri, representing the adjacent Cardinal Ridge mobile home park, was sworn in. He stated their only concern is the increase to impervious surface. They do not know if it was ever engineered to handle the increase in storm water. They are not opposed to an agreement. He showed maps and photographs of the storm water flow and structures. He showed their concerns and how high the water gets. They are not opposed to an agreement and they did show it to their council who said they have no engineering details that says this can handle the water. What would happen if we agree to this and then there is flooding on the other side and the pond cannot take it. He said we have not employed an engineer and the storm system is basically adequate now but what happens when all of the homes go up.

Mr. Balmer asked what does he thinks would be a solution. Mr. Oades stated he had asked for engineering but they only got the one letter and that is not something that he can have independently looked at to determine if the drainage is good with homes on it. Without that they are struggling with how to sign an agreement.

Mr. Duane Yockey, with Lewis, Yockey and Brown, 505 N. Main Street, was sworn in. He stated he was requested to double check the drainage. In 2002 they did an analysis of the drainage and found there was sufficient detention for both the existing developed area and the new area to be developed now. It was sized correctly with twice the capacity for a five year storm. He walked through the Cardinal Ridge property and an issue is the swales have filled in. The inlets are in the roads and the water has been going around the inlets. This is because the road is in bad shape. The main issues are the drainage swales and most of the water could not get into the storm drainage and is related to an improper design of the storm drains. The issue of standing water in Cardinal Ridge is not because of the drainage from the property to the west.

Newton Wyckle, 306 Grace Drive, was sworn in. He stated that his house was part of the original development. He said they speed by his house at 50 mph and it has become a dumping ground. PMO properties cleaned up the first bunch. He would love to see more development because they cannot use it as a dumping ground.

Carrie Griffin, 6 Girard Drive, was sworn in. She said she is the manager at Cardinal Ridge. They have made improvements. She said even if the drainage is not causing an effect with their pond it definitely needs to be addressed behind those homes. She has tenants that complain all of the time about the flooding. There is not a solution that they can provide because they are not allowed to dig back there. Something needs to be done at least on that edge where the water is standing. It stands about ankle high.

Chairman Stanczak closed the public hearing.

Mr. Woolard explained the agreement can be verbal. The importance of this is for the present and future citizens. Mr. Kothe stated the concern from staff is that the enforcement of the drainage law becomes a civil matter. If there is a problem it has to be settled in court. We would have limited action in going out there. Everybody in the trailer park is a citizen and they have a right to complain and we cannot do anything about it because it is private property. Typically the private basins have an agreement in place as to how it will be maintained. Here this was built on one private property as one system and with the split it was not redesigned as two systems. If there was a problem in the future we would not have a lot of leverage to do something and it would go to the courts.

Mr. Pearson said the site plan indicates the water is to drain to the inlets. If on the other side it collects water it is possibly by their own grading.

Mr. Suess stated he shares the staff's concern regarding the lack of an agreement and how it will eventually be with the courts.

Chairman Stanczak stated he does not know how it is anybody's responsibility to create a situation in which city is the ultimate arbitrator or enforcer of every condition in the city. The

drainage laws preceded the existence of the City of Bloomington and the enforcement departments. Private parties can do what they always have done.

Mr. Balmer admits he would like to see the one section addressed further where the water is flowing to that property and not coming over the road to the inlet however based on the fact that it still meets the drainage requirements for when the entire plat was approved, we have to look at what the mandates are for the Planning Commission. He stated the initial drainage concerns have been addressed and he does not see how we cannot approve it.

Mr. Balmer moved that we recommend to the City Council that they approve case MHP-01-15 petition submitted by PMO Properties, LLC requesting, approval of a Site Plan, for the property located, east of Greyhound Road approximately 220' south of E. Hamilton Road, and approximately 7.98 acres. Mr. Scritchlow seconded the motion which passed by a vote of 5 to 3 with the following votes being cast on roll call: Mr. Balmer-yes; Mr. Scritchlow-yes; Mr. Pearson-yes; Mr. Cornell-no; Mr. Suess-no, Mr. Protzman-no; Ms. Schubert-yes; Mr. Stanczak-yes.

MINUTES
BLOOMINGTON PLANNING COMMISSION
REGULAR MEETING
WEDNESDAY, APRIL 22, 2015, 4:00 P.M.
COUNCIL CHAMBERS, CITY HALL
109 EAST OLIVE STREET, BLOOMINGTON, ILLINOIS

MEMBERS PRESENT: Mr. Balmer, Mr. Cain, Mr. Cornell, Mr. Diamond, Mr. Pearson,
Mr. Protzman, Mr. Scritchlow, Mr. Stanczak, Mr. Wills, Mr. Suess

MEMBERS ABSENT: None

OTHERS PRESENT: Mr. Tom Dabareiner, Community Development Director
Mr. Kevin Kothe, City Engineer
Ms. Jennifer Sicks, Transportation Planner
Ms. Vasu Pinnamaraju, Executive Director of McLean County
Regional Planning Commission
Mr. Mark Woolard, City Planner

CALL TO ORDER: Chairman Cain called the meeting to order at 4:00 P.M.

ROLL CALL: Mr. Woolard called the roll. A quorum was present.

PUBLIC COMMENT: None

MINUTES: The Commission reviewed the April 8, 2015 minutes. Mr. Stanczak moved to approve the April 8, 2015, minutes as presented. Mr. Wills seconded the motion which passed by a vote of 10-0 with the following votes being cast on roll call: Mr. Scritchlow-yes; Mr. Pearson-yes; Mr. Cain-yes; Mr. Balmer-yes; Mr. Protzman-yes; Mr. Stanczak-yes; Mr. Diamond-yes; Mr. Cornell-yes; Mr. Wills-yes; Mr. Suess-yes.

REGULAR AGENDA:

MHP-01-15. Public hearing and review on the petition submitted by PMO Properties, LLC requesting approval of a Site Plan for PMO Properties Manufactured Mobile Home Park which is located east of Greyhound Road approximately 220' south of E. Hamilton Road, and approximately 7.98 acres.

Chairman Cain introduced the case. Mr. Woolard stated this case was held over for concerns regarding drainage. The petitioner and the neighboring property owner have agreed that the case should be held over to June 24. They need the time to complete the engineering. Staff will send out new public notices.

Chairman Cain opened the public hearing. Mr. Robert Rewerts, 3016 E. Oakland, was sworn in. He stated the engineering is incomplete and they just need more time for the engineers to do the work.

Jay Oades, 1908 Main St., Kansas City, Missouri, was sworn in. He said they have met and concur about holding it over. Their concern is regarding the drainage. They have not seen the engineering. They do not want them to create a bigger problem for a system that is marginally adequate now.

Chairman Cain closed the public hearing.

Mr. Diamond moved to lay over case MHP-01-15 to our June 24, 2015 meeting, and request that the city reissue notification of the hearing to the neighbors and the stakeholders. Mr. Stanczak seconded the motion which passed by a vote of 10 to 0 with the following votes being cast on roll call: Mr. Scritchlow-yes; Mr. Pearson-yes; Mr. Cain-yes; Mr. Balmer-yes; Mr. Protzman-yes; Mr. Wills-yes; Mr. Stanczak-yes; Mr. Diamond-yes; Mr. Cornell-yes; Mr. Suess-yes.

**CITY OF BLOOMINGTON
REPORT FOR THE PLANNING COMMISSION
MARCH 25, 2015**

SUBJECT:	TYPE:	SUBMITTED BY:
MHP-01-15 PMO Properties Manufactured Mobile Home Park	Site Plan Review of PMO Properties Manufactured Mobile Home Park	Mark Woolard City Planner

REQUEST

The petitioner has requested that the planning commission lay over the review until the second meeting in April.

NOTICE

The application has been filed in conformance with applicable procedural and public notice requirements.

GENERAL INFORMATION

Owner and Applicant: PMO Properties LLC

PROPERTY INFORMATION

Existing Zoning: R-4, Manufactured Home Park District
Existing Land Use: Four Manufactured Homes
Property Size: 7.98 acres
PIN: 21-16-403-006

STAFF RECOMMENDATION:

Staff recommends the planning commission pass a motion laying over the review until the April 22, meeting.

Respectfully submitted,

Mark Woolard
City Planner

MINUTES
BLOOMINGTON PLANNING COMMISSION
REGULAR MEETING
WEDNESDAY, MARCH 25, 2015, 4:00 P.M.
COUNCIL CHAMBERS, CITY HALL
109 EAST OLIVE STREET, BLOOMINGTON, ILLINOIS

MEMBERS PRESENT: Mr. Balmer, Mr. Cain, Mr. Diamond, Mr. Wills, Mr. Protzman,
Mr. Scritchlow, Mr. Suess

MEMBERS ABSENT: Mr. Cornell, Mr. Pearson, Mr. Stanczak

OTHERS PRESENT: Mr. Tom Dabareiner, Community Development Director
Ms. Vasu Pinnamaraju, Executive Director of McLean County
Regional Planning Commission

CALL TO ORDER: Chairman Cain called the meeting to order at 4:00 P.M.

ROLL CALL: Mr. Dabareiner called the roll. A quorum was present.

PUBLIC COMMENT: None

MINUTES: The Commission reviewed the March 11, 2015 minutes. Mr. Balmer moved to approve the March 11, 2015, minutes as presented. Mr. Wills seconded the motion which passed by a vote of 7-0 with the following votes being cast on roll call: Mr. Scritchlow-yes; Mr. Pearson-absent; Mr. Cain-yes; Mr. Balmer-yes; Mr. Protzman-yes; Mr. Wills-yes; Mr. Stanczak-absent; Mr. Diamond-yes; Mr. Cornell-absent; Mr. Suess-yes.

REGULAR AGENDA:

MHP-01-15. Public hearing and review on the petition submitted by PMO Properties, LLC requesting approval of a Site Plan for PMO Properties Manufactured Mobile Home Park which is located east of Greyhound Road approximately 220' south of E. Hamilton Road, and approximately 27.98 acres.

Chairman Cain stated the petitioner has requested that the case be laid over to the second meeting in April.

Chairman Cain opened the public hearing and asked if there was anyone who would like to speak in this case and no one spoke. Chairman Cain closed the public hearing.

Mr. Dabareiner stated that discussions are still going on and the petitioner indicated they need another month. They are looking for a motion to table to April 22. Mr. Balmer questioned the acreage and Mr. Dabareiner stated it is 7.98 acres.

Mr. Diamond moved to table case MHP-01-15 to the second meeting in April. Mr. Balmer seconded the motion which passed by a vote of 7 to 0 with the following votes being cast on roll

call: Mr. Scritchlow-yes; Mr. Cain-yes; Mr. Balmer-yes; Mr. Protzman-yes; Mr. Wills-yes; Mr. Diamond-yes; Mr. Suess-yes.

**CITY OF BLOOMINGTON
 REPORT FOR THE PLANNING COMMISSION
 FEBRUARY 25, 2015**

SUBJECT:	TYPE:	SUBMITTED BY:
MHP-01-15 PMO Properties Manufactured Mobile Home Park	Site Plan Review of PMO Properties Manufactured Mobile Home Park	Mark Woolard City Planner

REQUEST

The petitioner is seeking approval of a site plan review for a mobile home park.

NOTICE

The application has been filed in conformance with applicable procedural and public notice requirements.

GENERAL INFORMATION

Owner and Applicant: PMO Properties LLC

PROPERTY INFORMATION

Existing Zoning: R-4, Manufactured Home Park District
 Existing Land Use: Four Manufactured Homes
 Property Size: 7.98 acres
 PIN: 21-16-403-006

Surrounding Zoning and Land Uses

Zoning

North: B-1, General Business District
 South: R-4, Manufactured Home Park District
 East: R-4, Manufactured Home Park District
 West: B-1, Mixed Residence District

Land Uses

North: Office, Delivery Business, Vacant
 South: Manufactured Home Park
 East: Manufactured Home Park
 West: Engineering Office, Vacant

Analysis

Submittals

This report is based on the following documents, which are on file with the Community Development Department:

1. Petition for Zoning Map Amendment
2. Proposed site plan
3. Aerial photographs

PROJECT DESCRIPTION

The subject site is identified as the PMO Properties Manufactured Home Park and it includes Grace, Rena and Aime Drives. It is located east of Greyhound Road approximately 220' south of East Hamilton Road. It is currently zoned R-4, Manufactured Home Park District. It has four

existing manufactured homes although the vast majority of the mobile home park is undeveloped.

The Zoning Ordinance allows manufactured homes as a permitted use however the Manufactured Home and Recreation Vehicle Park Ordinance (Chapter 43) regulates the development and operation of the park. Chapter 43 requires a site plan review by the Planning Commission and City Council. It also allows for petitions for variances which will be reviewed by the Zoning Board of Appeals and the City Council. The petitioner has submitted a petition for setback variances which will be reviewed by the Zoning Board of Appeals on February 18.

Comprehensive Plan

The property is designated Regional/Highway Commercial in the Comprehensive Plan. This designation is not consistent with the petitioner's intentions however no petition to rezone the property is being requested and the development was at one point part of a larger mobile home park. Also infrastructure is already in place which would not be conducive to commercial development. Given these existing conditions, it is reasonable to continue a departure from the commercial designation.

Site Plan Review

The proposed mobile home park is a result of being separated from the larger mobile home park to the south and the east. Generally the street layout and the development of the park as proposed is acceptable however there are three issues that needs addressed before approval can be given. One pertains to drainage. When the park was under one ownership storm water was the responsibility of just one owner. Now with the separation of the park into two parcels with separate ownership there needs to be an agreement between the two owners to allow storm water to drain into from the developing park into the already developed park as well as for maintenance thereof.

The second issue pertains to the continuance of the existing streets as already developed. Barriers have been placed near the eastern end of Grace Drive creating a dead end and preventing traffic from moving between the two mobile home parks. This is not supported by staff including the Fire Department because it is important to have another entrance and exit for emergency vehicles into both parks. The petitioner may be concerned about slowing traffic down on Grace Drive however there are alternatives that can used to calm the traffic such as speed humps, landscaping and/or bump outs, and signage. Depending on the alternatives used the site plan may need to be modified accordingly.

The third issue pertains to providing an on-site office for the mobile home park as required in Chapter 43. The petitioner had requested a variance for this but it has been determined that it cannot be appealed because of a state law. The final site plan needs to be revised stating that and on site office will be provided.

STAFF RECOMMENDATION:

Staff recommends the planning commission pass a motion recommending that the City Council approve the site plan review for the property in Case MHP-01-15 condition upon the following:

1. There be a written signed agreement between the two mobile home park owners which will allow storm water to drain into from the developing park into the already developed park as well as for maintenance thereof.
2. The removal of barriers which prevent traffic from moving between the two mobile home parks.
3. Approval of the requested variances.
4. Revise the site plan and provide an on-site office for the mobile home park.

Respectfully submitted,

Mark Woolard
City Planner

MINUTES
BLOOMINGTON PLANNING COMMISSION
REGULAR MEETING
WEDNESDAY, FEBRUARY 25, 2015, 4:00 P.M.
COUNCIL CHAMBERS, CITY HALL
109 EAST OLIVE STREET, BLOOMINGTON, ILLINOIS

MEMBERS PRESENT: Mr. Balmer, Mr. Cain, Mr. Wills, Mr. Pearson, Mr. Protzman, Mr. Scritchlow, Mr. Suess, Mr. Stanczak

MEMBERS ABSENT: Mr. Diamond, Mr. Cornell,

OTHERS PRESENT: Ms. Kathryn Gruber, Fire Inspector
Mr. Kevin Kothe, City Engineer
Ms. Vasu Pinnamaraju, Executive Director of McLean County
Regional Planning Commission
Ms. Jennifer Sicks, Transportation Planner
Mr. Mark Woolard, City Planner

CALL TO ORDER: Chairman Cain called the meeting to order at 4:01 P.M.

ROLL CALL: Mr. Woolard called the roll. A quorum was present.

PUBLIC COMMENT: None

MINUTES: The Commission reviewed the January 14, 2015 minutes. Mr. Scritchlow moved to approve the January 14, 2015, minutes as presented. Mr. Pearson seconded the motion which passed by a vote of 8-0 with the following votes being cast on roll call: Mr. Scritchlow-yes; Mr. Pearson-yes; Mr. Cain-yes; Mr. Balmer-yes; Mr. Protzman-yes; Mr. Wills-yes; Mr. Stanczak-yes; Mr. Diamond-absent; Mr. Cornell-absent; Mr. Suess-present.

REGULAR AGENDA:

MHP-01-15 Public hearing and review on the petition submitted by PMO Properties, LLC requesting approval of a Site Plan for PMO Properties Manufactured Mobile Home Park which is located east of Greyhound Road approximately 220' south of E. Hamilton Road, and approximately 27.98 acres.

Chairman Cain introduced the case. Mr. Woolard presented the staff report and described the adjacent land uses and zoning. He explained how the mobile home park has been separated from the larger existing mobile home park. He stated staff is recommending approval of the site plan conditioned upon 1) there be a written signed agreement between the two mobile home park owners which will allow storm water to drain into from the developing park into the already developed park as well as for maintenance thereof; 2) the removal of barriers which prevent traffic from moving between the two mobile home parks; 3) approval of the requested variances; 4) revise the site plan and provide an on-site office for the mobile home park. Mr. Woolard explained the petitioner has last agreed to the last three items and the drainage issue is the only unresolved concern. Mr. Kothe explained how when the mobile home park was only under one

ownership drainage was the responsibility of one owner and now with two owners there needs to be an agreement between the owners pertaining to the conveyance of storm water and for maintenance thereof.

Chairman Cain opened the public hearing. Mr. Dave Brown of Lewis, Yockey and Brown at 505 N. Main St., was sworn in. He stated in 2002 they were in conformance with the setbacks between trailers. He said the variances were approved last week by the Zoning Board of Appeals. He stated that the streets are private and there have been barriers installed. There has been concerns over traffic. He stated traffic calming may be implemented and the barriers will be removed. There will be an on-site office and they will revise the site plan for the office. He said the tough one is the agreement for storm sewers. The original pipe was left, the original owners have passed away and the property went to foreclosure. The division of the property has been driven by the mortgage owners. The problem is guaranteeing a drainage agreement and there has been a prescriptive easement. He said he is willing to contact the other owner but there is no way to guarantee they get an agreement.

Mr. Balmer asked what would happen if they do not get an agreement? Mr. Brown stated they could do nothing if they are not allowed to go forward or the attorneys could work something out. Discussion continued on the utilities. Mr. Brown stated they will need to make a formal dedication for the sewer. Mr. Pearson asked how they get to pick and choose which utility will be public. Mr. Brown stated it was a mutual concern and for the water it may have been for fire protection. They had never got far enough along to address the storm sewer. He said it goes to the detention on Bunn Street and is not defective. He is aware of the issue as to who maintains the pipe at large.

Chairman Cain asked if there was anyone who would like to speak in favor. There was none.

Chairman Cain asked if there was anyone who would like to speak in opposition of the case. Jay Oades 1908 Main St., Kansas City, Missouri, who is the owner of the adjacent Southgate Estates mobile home park, was sworn in. He stated his main concerns are that there be an office, if the setbacks go forward that they have a reciprocal decision, and for the drainage. He said their property is the bottom of the grade and water comes down to it and up to the homes. Now with the new development there will be much more impervious surfaces and there will be a whole lot of water coming at us. The system is not able to handle it. It is not good for the road being wet a lot. The drainage system cannot handle the water today and their residents have already complained about the water.

Mr. Wills said based on the history it seems like an unfinished project and if this is turned down there still is an issue. Mr. Oades stated that is entirely possible and what is missing is the engineering to show how the water is handled. Today they are getting by and their fear is they won't get by. He said they are not convinced the roads and the small inlets are catching all the water and the sheet flow is more pressing. Mr. Pearson said lots 12 and 13 ought to be detention and engineering can say where there should be more inlets.

Mr. Jeremy Schreck, 2404 Greyhound Road, was sworn in and stated their subdivision was created in 2006 and prior to the mobile home park being split. The lot line was created before

the ownership was given up. At the variance hearing it was said the project could not go forward without variances and units would be as little as 14' x 40' but they would not be this size.

Ms. Margo Napoles, 2402 22nd St., was sworn in and stated there already has been standing water.

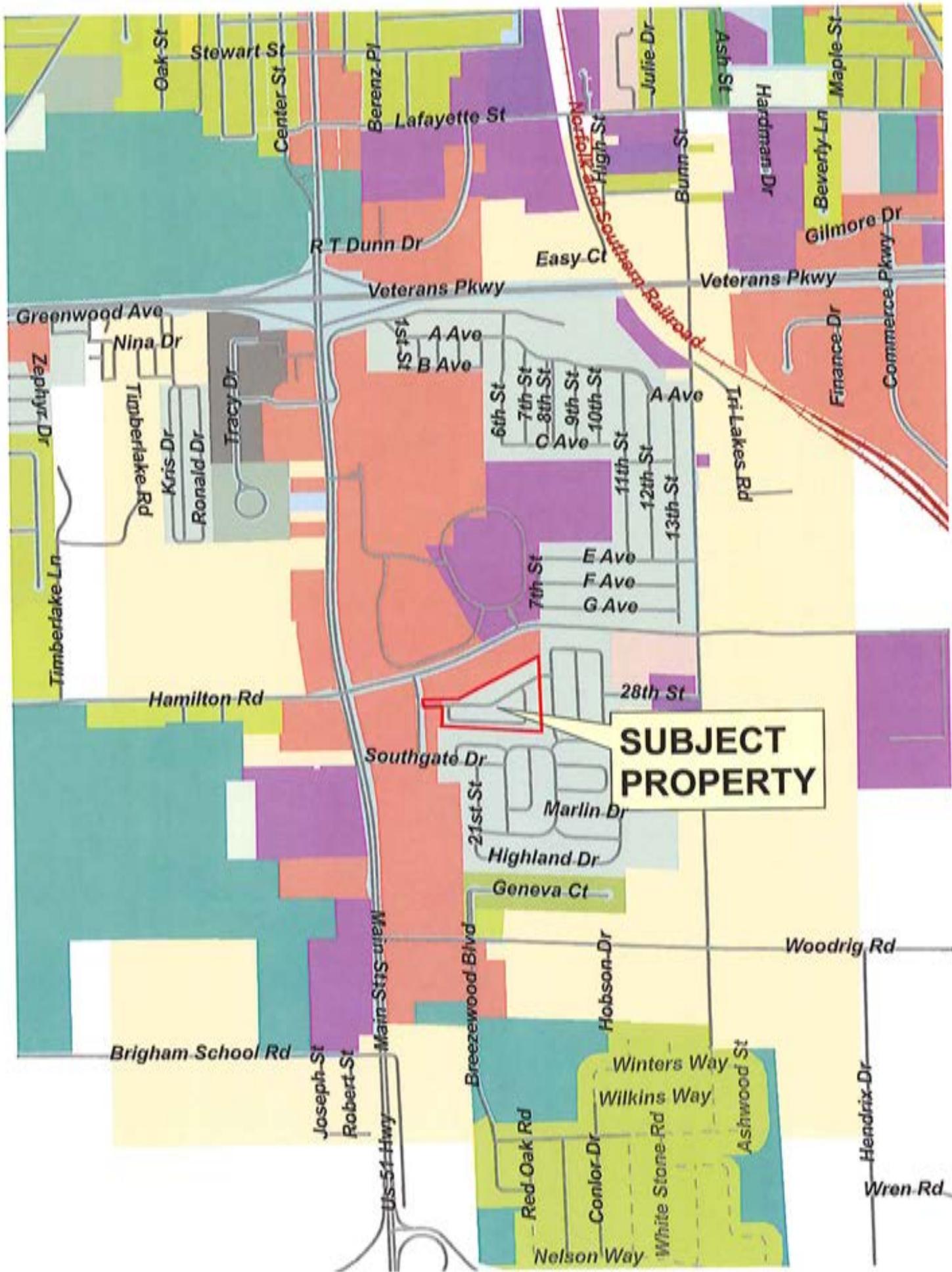
Mr. Kothe explained the need for the storm water agreement and stated there is a 30" storm sewer and manholes. He said regarding the drainage improvements something did not get finished or there has been a change.

There was more discussion on the drainage and the impacts on the neighboring property. Mr. Brown suggested that the Planning Commission lay over the review for another meeting. Mr. Wills stated that he implores the two owners come together and look at the infrastructure and come to an agreement.

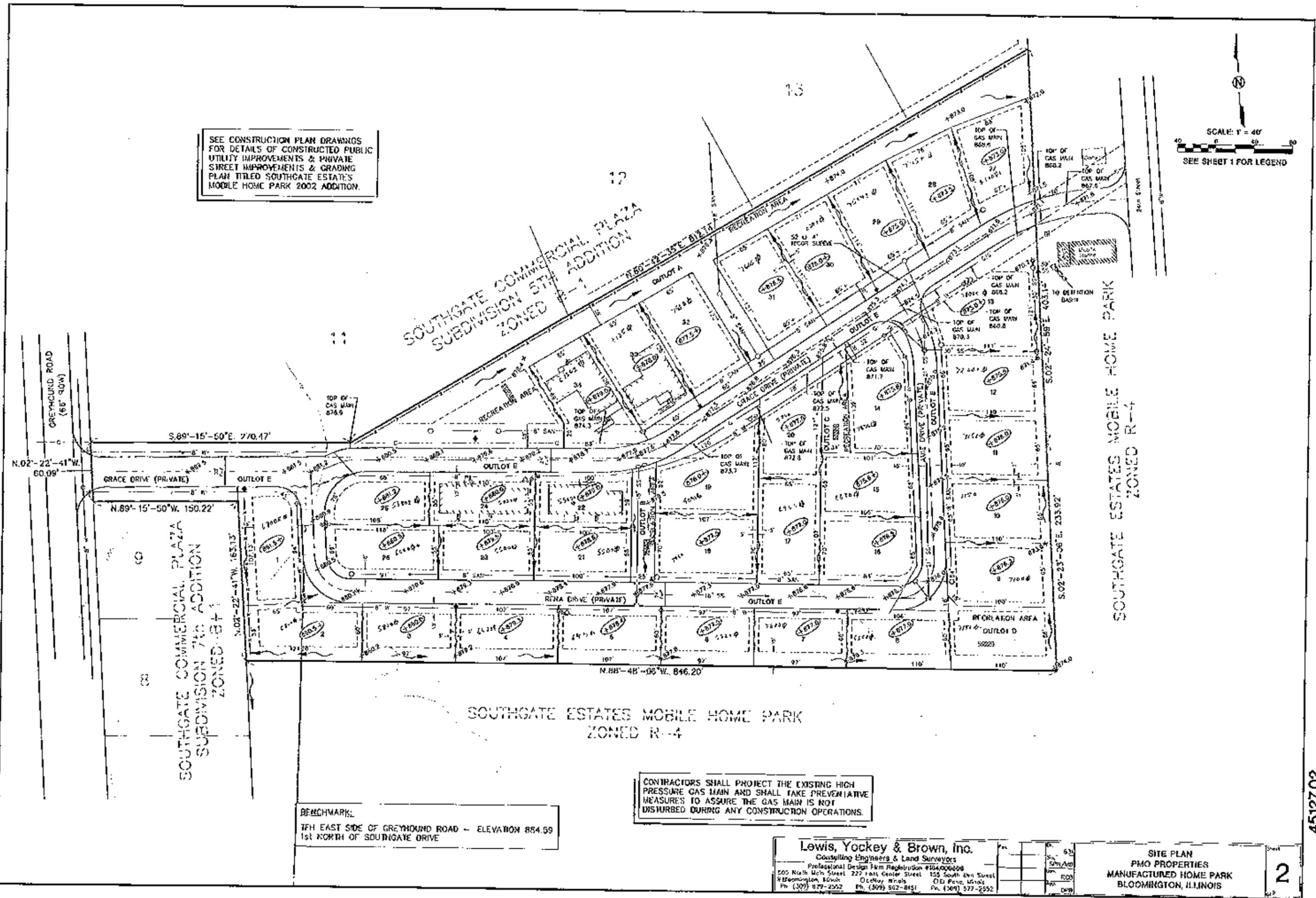
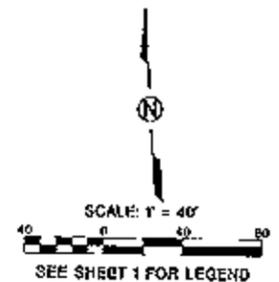
Chairman Cain closed the public hearing.

Mr. Balmer moved to lay over case MHP-01-15 to the second March meeting, until existing issues and the on-site office be addressed. Mr. Stanczak seconded the motion which passed by a vote of 8 to 0 with the following votes being cast on roll call: Mr. Scritchlow-yes; Mr. Pearson-yes; Mr. Cain-yes; Mr. Balmer-yes; Mr. Protzman-yes; Mr. Wills-yes; Mr. Stanczak-yes; Mr. Diamond-absent; Mr. Cornell-absent; Mr. Suess-yes.

LOCATION MAP PMO PROPERTIES MANUFACTURED MOBILE HOME PARK



SEE CONSTRUCTION PLAN DRAWINGS FOR DETAILS OF CONSTRUCTED PUBLIC UTILITY IMPROVEMENTS & PRIVATE STREET IMPROVEMENTS & GRADING PLAN TITLED SOUTHGATE ESTATE'S MOBILE HOME PARK 2002 ADDITION.



CONTRACTORS SHALL PROTECT THE EXISTING HIGH PRESSURE GAS MAIN AND SHALL TAKE PREVENTATIVE MEASURES TO ASSURE THE GAS MAIN IS NOT DISTURBED DURING ANY CONSTRUCTION OPERATIONS.

BENCHMARK:
17th EAST SIDE OF GREYHOUND ROAD - ELEVATION 884.59
1st NORTH OF SOUTHGATE DRIVE

Lewis, Yockey & Brown, Inc.
Consulting Engineers & Land Surveyors
Professional Design Firm Registration #104600608
205 North Main Street 227 East Center Street 155 South Elm Street
Bloomington, Illinois O'Fallon, Illinois O'Fallon, Illinois
Ph. (309) 827-2552 Ph. (309) 502-8451 Ph. (309) 577-2552

SITE PLAN
PMO PROPERTIES
MANUFACTURED HOME PARK
BLOOMINGTON, ILLINOIS

AERIAL PHOTO PMO PROPERTIES MANUFACTURED MOBILE HOME PARK



PROPERTY OWNERS AND RESIDENTS NOTIFIED OF PUBLIC HEARING

Moore Enterprises
James & Marion Moore Trustees
4425 W. Airport Fwy Ste 475
Irving, TX 75062-5853

Tri Star Marketing
PO Box 9279
Champaign, IL 61826-9279

Martin W. Mulcahey
211 S. Hershey Rd.
Bloomington, IL 61704-4523

Robert & Julie Dobski
McDonald's Corporation
1607 Commerce Parkway
Bloomington, IL 61704-9608

Accounting Department
21-16-326-014
BroMenn Healthcare
PO Box 2850
Bloomington, IL 61702-2850

Cary Zeschke
408 S. Robinson St.
Bloomington, IL 61701-5435

ZDS Properties LLC
211 E. Hamilton Rd
Bloomington, IL 61704-7527

Robert Rewerts Sr
2405 E. Empire St.
Bloomington, IL 61704-8200

Charles & Michael Moore Steven
112 Southgate Dr. Unit B
Bloomington, IL 61704-7668

Robert Lenz Trustee
2827 Capodice Rd
Bloomington, IL 61704-5622

Kyaw Zwa Lin
309 Southgate Dr.
Bloomington, IL 61704-7636

Engineered Dimensions
2900 N. Martin Luther King Jr Dr.
Decatur, IL 62526

Southgate Estates Management
2402 22nd St.
Bloomington, IL 61704

Frontier Communications Corp
3 High Ridge Park
Stamford, CT 06905

J Christine Jipp
2413 Glencoe St.
Springfield, IL 62704-6588

Ed Pool
11703 IL HWY 1
Paris, IL 61944-8309

Lexington School District
105 E. Hamilton Rd.
Bloomington, IL 61704

State Farm Auto Insurance
1 State Farm Plaza
Bloomington, IL 61701

Hilltop Management
1902 S. Main St.
Bloomington, IL 61702

Occupant
306 DeVille Dr
Bloomington, IL 61704

Occupant
308 DeVille Dr
Bloomington, IL 61704

Occupant
310 DeVille Dr
Bloomington, IL 61704

Occupant
312 DeVille Dr
Bloomington, IL 61704

Occupant
314 DeVille Dr
Bloomington, IL 61704

Occupant
316 DeVille Dr
Bloomington, IL 61704

Occupant
318 DeVille Dr
Bloomington, IL 61704

Occupant
320 DeVille Dr
Bloomington, IL 61704

Occupant
322 DeVille Dr
Bloomington, IL 61704

Occupant
324 DeVille Dr
Bloomington, IL 61704

Occupant
402 DeVille Dr
Bloomington, IL 61704

Occupant
404 DeVille Dr
Bloomington, IL 61704

Occupant
406 DeVille Dr
Bloomington, IL 61704

Occupant
408 DeVille Dr
Bloomington, IL 61704

Occupant
410 DeVille Dr
Bloomington, IL 61704

Occupant
412 DeVille Dr
Bloomington, IL 61704

Occupant
414 DeVille Dr
Bloomington, IL 61704

Occupant
416 DeVille Dr
Bloomington, IL 61704

Occupant
2329 24th St
Bloomington, IL 61704

Occupant
2327 24th St.
Bloomington, IL 61704

Occupant
2325 24th St.
Bloomington, IL 61704

Occupant
2323 24th St
Bloomington, IL 61704

Occupant
2321 24th St.
Bloomington, IL 61704

Occupant
2319 24th St.
Bloomington, IL 61704

Occupant
2317 24th St.
Bloomington, IL 61704

Occupant
2315 24th St.
Bloomington, IL 61704

Occupant
2313 24th St.
Bloomington, IL 61704

Occupant
2311 24th St.
Bloomington, IL 61704

Occupant
2307 24th St.
Bloomington, IL 61704

Occupant
2303 24th St
Bloomington, IL 61704

Occupant
2301 24th St.
Bloomington, IL 61704

Occupant
502 Shannon Dr.
Bloomington, IL 61704

Occupant
303 Grace Dr.
Bloomington, IL 61704

Occupant
305 Grace Dr.
Bloomington, IL 61704

Occupant
402 Grace Dr.
Bloomington, IL 61704

Occupant
306 Grace Dr.
Bloomington, IL 61704

Lewis, Yockey & Brown, Inc.
Consulting Engineers & Land Surveyors

155 South Elm Street
El Paso, Illinois 61738
Phone: (309) 627-2552
Fax: (309) 627-3230

505 North Main Street
Bloomington, Illinois 61701
Phone: (309) 829-2552
Fax: (309) 827-0061

222 East Center Street
LeRoy, Illinois 61752
Phone: (309) 962-8161
Fax: (309) 962-7503

May 1, 2015

PMO Properties, LLC
2405 E. Empire Street
Bloomington, IL 61704

Attn: Bob Rewerts, Sr.

Re: Manufactured Home Park Drainage

Dear Mr. Rewerts:

As requested, Lewis, Yockey & Brown, Inc. has investigated the drainage from your Manufactured Home Park, formerly Southgate Estates Mobile Home Park 2002 Addition. Specifically, we have reviewed the adequacy of the storm sewer exiting your development and the effect of drainage from your development on the downstream property (Southgate Estates Mobile Home Park, now called "Cardinal Ridge").

Based upon my review of the construction plans and drainage calculations for the Manufactured Home Park, as well as my site inspection both during dry weather and immediately following the April 25, 2015 rainfall event, the storm drainage system seems to be designed and functioning in accordance with City design standards. The calculated 5 year storm water discharge is 17.8 c.f.s. and the outfall from your development is a 30" storm sewer at 0.2%, which has a capacity of 19 c.f.s. Your 30" outfall storm sewer connects to the Cardinal Ridge (Southgate Estates) storm sewer, which is a 36" pipe at 0.3%. The capacity of the Cardinal Ridge receiving pipe is 37 c.f.s., which is more than double the 5 year storm water discharge from your development. The Cardinal Ridge pipe continues to the east, is upsized to a 42" pipe (even more capacity to allow for Cardinal Ridge storm water) and discharges into a drainage swale with even greater capacity. The drainage swale transports the storm water to the storm water detention basin, which has been sized for all the storm water drainage from your development as well as Cardinal Ridge. Those calculations were submitted to the City back in 2002. Your storm water drainage potentially affects only approximately 2/3 of the area of Cardinal Ridge north of DeVille Drive (24th St., 25th St. and 26th St.), which represents approximately 15% of Cardinal Ridge. The remainder of Cardinal Ridge drains to other storm sewers, which also discharge to the drainage swale and subsequently to the storm water detention basin.

I inspected the storm drainage system of Cardinal Ridge during dry weather and also immediately following the April 25 rainfall event. During my initial inspection, the storm sewers seemed to be in good condition, however the inlet structures which were positioned over the storm sewers (located at the low point in the inverted crown of the streets) had grates that severely limited the amount of storm water inflow (definitely less than for a 5 year storm event). It was obvious that significant drainage into the system required a build-up of water over the inlets. I also walked along the drainage swale and found it to be in need of cleaning out and regrading, as there was significant build-up of silt, debris, litter and other items restricting the free flow of water. It was dry when I walked along the swale, but there was standing water in several areas because of the restrictions in the drainage swale. Several of the pipes exiting into the swale were also partially buried at the ends by siltation. During my visit to Cardinal Ridge immediately after the rainfall event, I found no standing water over the inlets, but did see standing water in several places, where drainage could not get to the inlets because of potholes and poor grading of the street system, which is in need of repair.

On April 30, David Brown of this office met with Carrie Griffin to ascertain where water was standing after significant rains. The locations pointed out were over the existing inlets and in the southeast corner of Cardinal Ridge. The fact that water stands over the inlets during rainfall events corresponds with my discussion of the inlet grates and that significant drainage cannot enter into the storm sewer system of Cardinal Ridge unless it builds up over the inlets, which have limited openings to accept the storm water. The standing water at the southeast corner of Cardinal Ridge is a different matter altogether and is not associated with your development at all.

In summary, drainage from your development does not adversely affect the downstream property. Your development is designed in accordance with City standards and is functioning properly. Most of the drainage issues of Cardinal Ridge are caused by its own inadequate drainage system. These inadequacies include inadequate inlets located in streets with inverted crowns (with many of the streets in serious need of repair). Also, the existing drainage swale, which all of the Cardinal Ridge storm sewers (and overland flow) discharge to, needs to be cleaned out and regraded in order to function correctly and not pond water, which is unsightly and can breed mosquitos. Should you have questions or comments in this regard, please contact David Brown, L.S. or the undersigned at your convenience.

Very Truly Yours,



L. Duane Yockey, P.E.

Cc: Mac Arnold, Attorney at Law
45127.02

PETITION FOR APPROVAL OF SITE PLAN FOR A MANUFACTURED HOME
PARK

State of Illinois)
)ss.
County of McLean)

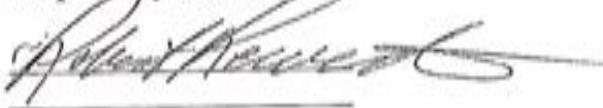
To: The Honorable Mayor and City Council of the City of Bloomington, Illinois.

Now come(s) PMO PROPERTIES, LLC
hereinafter referred to as your Petitioner(s) respectfully representing and requesting as
follows:

1. That your petitioner(s) is (~~are~~) interested as fee owner in the premises hereinafter in Exhibit(s) A attached hereto and made a part hereof to be known by this reference;
2. That your Petitioner(s) seek(s) approval of the Site Plan for a subdivision of said premises to be known and described as PMO Properties Manufactured Mobile Home Park (South Park Mobile Homes) which Site Plan is attached hereto and made a part hereof;
3. That your Petitioner(s) also seek(s) approval of the following exemptions or variations from the provisions of Chapter 24, of the Bloomington City Code:
See Exhibit B

WHEREFORE, your Petitioner(s) pray(s) that the Site Plan for the PMO Properties Manufactured Mobile Home Park (South Park Mobile Homes) subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,



Robert R. [unclear]

ORDINANCE NO _____

AN ORDINANCE APPROVING THE SITE PLAN OF THE
PMO PROPERTIES MANUFACTURED HOME PARK

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition for approval of the Site Plan of PMO Properties Manufactured Home Park, legally described in Exhibit(s) A attached hereto and made a part hereof by this reference;

WHEREAS, said Petition requests the following exemptions or variations from the provisions of the Bloomington City Code, 1960, as amended:

See Exhibit B

_____ and;

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and the Site Plan attached to said Petition was prepared in compliance with the requirements of the Bloomington City Code except for said requested exemptions and/or variations; and

WHEREFORE, said exemptions and/or variations are reasonable and in keeping with the intent of the Land Subdivision code, Chapter 24 of the Bloomington City Code, 1960, as amended.

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

1. That the Site Plan of the PMO PROPERTIES Manufactured Home Park and any and all requested exemptions and/or variations be, and the same is hereby approved.
2. That this Ordinance shall be in full force and effective as the time of its passage on this _____ day of _____, 20____.

APPROVED:

Mayor

ATTEST:

City Clerk

Petition for Approval of Site Plan for a
Manufactured Home

EXHIBIT A

Legal Description of Subject Premises

A part of Lot 11 in Southgate Commercial Plaza Subdivision and a part of Lot 3, 5 and 6 in School Commissioners Subdivision of the SE $\frac{1}{4}$ of Section 16, all in Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the southwest corner of Lot 11 in Southgate Commercial Plaza Subdivision 5th Addition; thence S.89 $^{\circ}$ -15'-50"E. 270.47 feet on the south line of said Lot 11; thence N.60 $^{\circ}$ -42'-35"E. 812.14 feet to the southeast corner of Lot 14 in said Southgate Commercial Plaza Subdivision 5th Addition on the east line of Lot 3 in School Commissioners Subdivision of the SE $\frac{1}{4}$ of Section 16; thence S.02 $^{\circ}$ -24'-59"E. 403.14 feet to the southeast corner of said Lot 3, also being the northeast corner of Lot 6 in School Commissioners Subdivision in the SE $\frac{1}{4}$ of said Section 16; thence S.02 $^{\circ}$ -23'-06"E. 233.92 feet on the east line of said Lot 6; thence N. 88 $^{\circ}$ -48'-06"W. 846.20 feet; thence N.02 $^{\circ}$ -22'-41"W. 163.13 feet; thence N.89 $^{\circ}$ -15'-50"W. 150.22 feet to the east right of way line of Greyhound Road as dedicated in Southgate Commercial Plaza Subdivision 6th Addition; thence N.02 $^{\circ}$ -22'-41"W. 60.09 feet on the east right of way line of said Greyhound Drive to the Point of Beginning, containing 7.98 acres, more or less, with assumed bearings given for description purposes only.

Petition for Approval of Site Plan for a
Manufactured Home

EXHIBIT B

1. Request waiver to allow 10' setback from project site boundary where 25' is otherwise required per code along the entire east project site boundary.
2. Request waiver to allow 15' setback from project site boundary where 25' is otherwise required per code along the entire south project site boundary.
3. Request waiver to allow 15' setback from project site boundary where 25' is otherwise required per code along the entire west project site boundary adjoining Pad Site 1 & 2.
4. Request waiver of code requirement to construct sump pump drain lines as dwelling units will not have basements.
5. Request waiver of code requirements to allow for off-site location of office management facility for the development.



PMO Properties

Storm Water Drainage Overview For The City of Bloomington

CONFIDENTIAL - NOT FOR DISTRIBUTION

General Overview



Drainage Path From PMO Properties Site



Location A – Grace Drive – Surface Water Flow

- Surface flow appears to be designed to go toward the swale between the properties and then turn toward one of the two inlet points previously shown.
- Note – both input points are on the south side of the photo as shown.
- Water from the swale on the north side of the photo has to flow on top of Grace Drive to reach the storm input.



Location A – Grace Drive – Initial Sheet Flow Input and Vault



- Photo 1 – Some rough clearing done a couple of months ago to clear the input pipe.
- Photo 2 – Same input pipe today.
- Photo 3 – This is the swale on the other side of Grace Drive that collects water which cannot get over the road to reach the storm input. This area is the backyard for some Cardinal Ridge homes.

Location A – Grace Drive – Opposite Side of Input



PMO Properties Storm Sewer Line Under Cardinal Ridge – Location B



- This is the main underground line that takes water from PMO under Cardinal Ridge.
- The output point creates the head of the surface flow swale that leads to the lake.
- There are 4 Cardinal Ridge street drains that also feed this line.

Outlet to surface drainage

Location B – Head of the “swale” – Main Output From PMO



- This is the output point for all of the water coming from the PMO property.
- This is the start of the surface flow swale that takes all of the water from both properties to the lake.

Location B – Continued – Significant silt buildup



- PMO water output pipe continued. Appears to be about 1/3rd full of silt.

Location B - Continued – Unimproved natural swale



- Photo taken from the PMO water output point looking downstream at the original unimproved swale.

Location B - Continued – After Average Rain



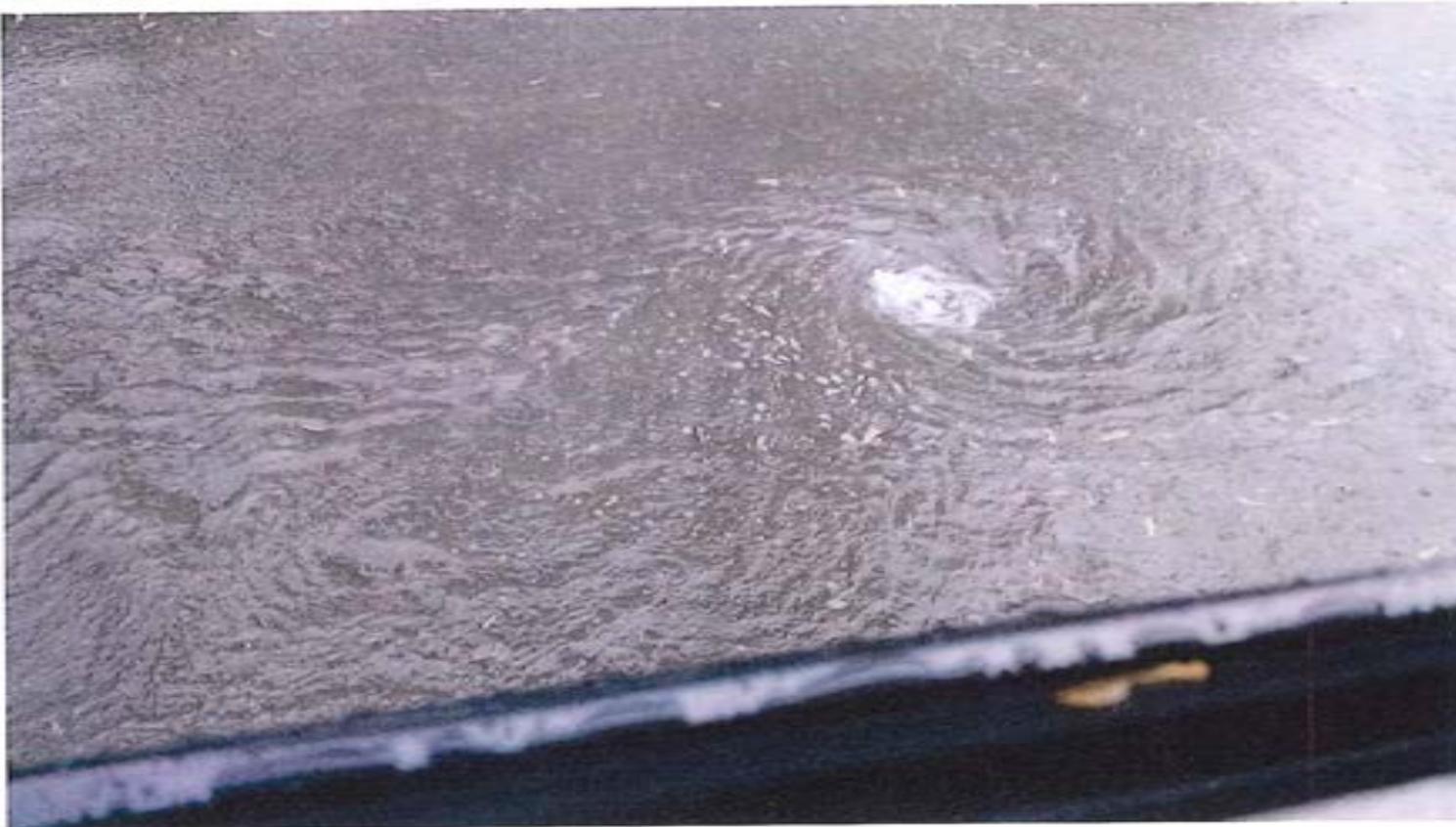
- PMO water output just after an average rain.

Location C - Output During Average Rain



- Location C output pipe nearly totally submerged during average rain event.

Location C - Street Drain - 26th & De Ville - During Average Rain



- This is a street drain in Cardinal Ridge that feeds the location C pipe during an average rain event.
- Unobstructed but unable to transfer water volume to the spillway fast enough.

Location D – Before and During Average Rain



- Swale water volume nearly totally submerges Cardinal Ridge output pipe D during an average rain event.

Location E – Unimproved Swale



Cardinal Ridge has 2 input points in this area – toward the outlet to the pond.

Location E – Unimproved Swale - Near Lake Entry Point



Location E – Drain at 27th & Marlin During Average Rain



- Location E street surface drains also fail to accept water when the swale volume is high.

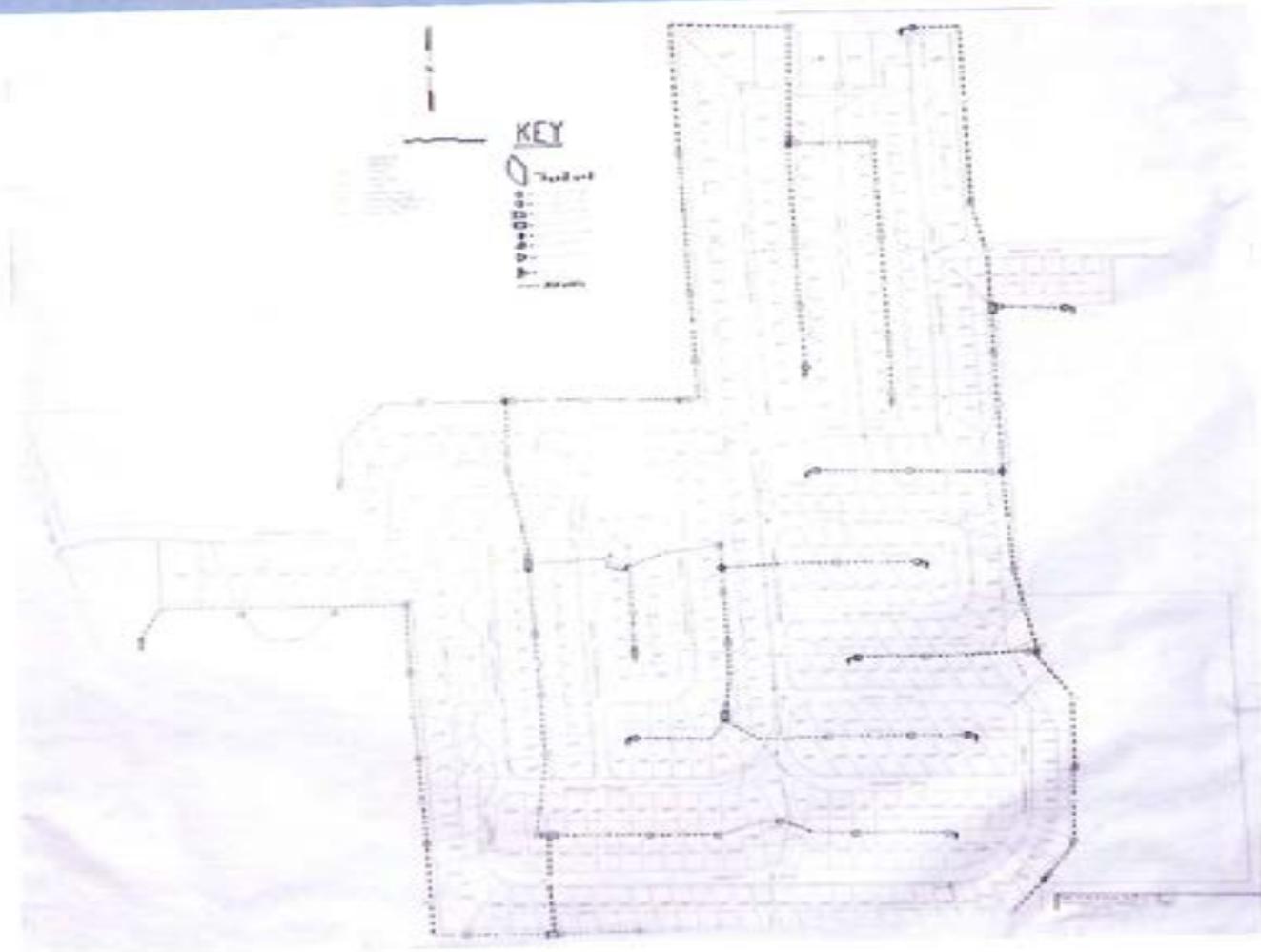


Location F – Single Pond Outlet



- All water entering the pond must pass through a single output point opposite the swale entry point.
- Unclear if it is designed to handle this if input is increased.

Full Map - Cardinal Ridge



This is what we believe to be the "as built" drawing, though we have no means to verify.

Potential Options

- Unfortunately none of the engineering requested in previous meetings has been provided so fact based conclusions about options are not possible.
- Without the benefit of needed engineering, it “appears” that water volume capacity could possibly be enhanced with some improvements to the natural swales at point A and from point B to the pond.
- It is unclear if the pond itself is designed to handle this potential increase in volume.

PETITION FOR APPROVAL OF SITE PLAN FOR A MANUFACTURED HOME
PARK

State of Illinois)
)ss.
County of McLean)

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

Now comes PMO PROPERTIES, INC. hereinafter referred to as your Petitioners respectfully representing and requesting as follows:

1. That your petitioners are interested as fee owner in the premises hereinafter in Exhibit A attached hereto and made a part hereof to be known by this reference;
2. That your Petitioners seeks approval of the Site Plan for a Manufactured Home Park of said premises to be known and described as PMO Properties Manufactured Mobile Home Park (South Park Mobile Homes) which Site Plan is attached hereto and made a part hereof;
3. That your Petitioners also seek approval of the following exemptions or variations from the provisions of Chapter 24, of the Bloomington City Code:

See Exhibit B

WHEREFORE, your Petitioners pray that the Site Plan for the PMO Properties Manufactured Mobile Home Park (South Park Mobile Homes) Manufactured Home Park submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

Robert Rewerts
Owner

ORDINANCE NO 2015 -

AN ORDINANCE APPROVING THE SITE PLAN OF THE
PMO PROPERTIES MANUFACTURED HOME PARK

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition for approval of the Site Plan of PMO Properties Manufactured Home Park, legally described in Exhibit A attached hereto and made a part hereof by this reference;

WHEREAS, said Petition requests the following exemptions or variations from the provisions of the Bloomington City Code, 1960, as amended: See Exhibit B and;

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and the Site Plan attached to said Petition was prepared in compliance with the requirements of the Bloomington City Code except for said requested exemptions and/or variations; and

WHEREFORE, said exemptions and/or variations are reasonable and in keeping with the intent of the Land Subdivision code, Chapter 24 of the Bloomington City Code, 1960, as amended.

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

1. That the Site Plan of the PMO PROPERTIES_Manufactured Home Park and any and all requested exemptions and/or variations be, and the same is hereby approved.
2. That this Ordinance shall be in full force and effective as the time of its passage on this _____ day of _____, 20_____.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

APPROVED AS TO FORM

Jeffery R. Jurgens, Corporate Counsel

EXHIBIT A

Legal Description of Subject Premises

A part of Lot 11 in Southgate Commercial Plaza Subdivision and a part of Lot 3, 5 and 6 in School Commissioners Subdivision of the SE1/4 of Section 16, all in Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the southwest corner of Lot 11 in Southgate Commercial Plaza Subdivision 5th Addition; thence S.89o-15'-50"E. 270.47 feet on the south line of said Lot 11; thence N.60o-42'-35"E. 812.14 feet to the southeast corner of Lot 14 in said Southgate Commercial Plaza Subdivision 5th Addition on the east line of Lot 3 in School Commissioners Subdivision of the SE1/4 of Section 16; thence S.02o-24'-59"E. 403.14 feet to the southeast corner of said Lot 3, also being the northeast corner of Lot 6 in School Commissioners Subdivision in the SE1/4 of said Section 16; thence S.02o-23'-06"E. 233.92 feet on the east line of said Lot 6; thence N. 88o-48'-06" W. 846.20 feet; thence N. 02o-22'-41"W. 163.13 feet; thence N.89o-15'-50"W. 150.22 feet to the east right of way line of Greyhound Road as dedicated in Southgate Commercial Plaza Subdivision 6th Addition; thence N.02o-22'-41"W. 60.09 feet on the east right of way line of said Greyhound Drive to the Point of Beginning, containing 7.98 acres, more or less, with assumed bearings given for description purposes only.

Pin: 21-16-403-005 and 21-16-403-006

EXHIBIT B

1. Request waiver to allow 10' setback from project site boundary where 25' is otherwise required per code along the entire east project site boundary.
2. Request waiver to allow 15' setback from project site boundary where 25' is otherwise required per code along the entire south project site boundary.
3. Request waiver to allow 15' setback from project site boundary where 25' is otherwise required per code along the entire west project site boundary adjoining Pad Site 1 & 2.
4. Request waiver of code requirement to construct sump pump drain lines as dwelling units will not have basements.
5. Request waiver of code requirements to allow for off-site location of office management facility for the development.



REGULAR AGENDA ITEM NO. 8C

FOR COUNCIL: July 27, 2015

SUBJECT: Consideration of approving a Recapture Agreement with Tucci for the Construction of Improvements Beneficial to the Public in the Ewing & Evans Subdivision.

RECOMMENDATION/MOTION: That the agreement authorizing reimbursement for the Construction of Improvements Beneficial to the Public in the Ewing & Evans Subdivision not be approved.

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

STRATEGIC PLAN SIGNIFICANCE:
Objective 1c.

BACKGROUND: In September 2013 the developer's engineer for the residential home construction at 1504 E. Emerson Street approached the City regarding availability of public sanitary sewer adjacent the property. Illinois State law, and therefore the City of Bloomington, requires that any residential property within 300 feet of a public sanitary sewer be connected to the public sanitary sewer. Public sanitary sewer was available within 300 feet of the residential lot but did not extend to the lot itself. Historically, the City has extended the public sewers utilizing public monies and recaptured the expenditure in the future through tap-on fees. City fund balances did not allow this historic process to occur for this location. It was proposed that City staff and the property owner would negotiate a recapture agreement benefiting the property owner if the property owner agreed to install the public sanitary sewer required for this development.

The home at 1504 E. Emerson Street was constructed for Pamela Tucci. The sanitary sewer extension has now been completed at a total cost of \$148,478.82. In addition to benefiting Ms. Tucci's property, however, the extension also has the potential to benefit other properties along E. Emerson Street, including Lots 7, 8, and 9 (hereinafter "Benefitting Properties"). Accordingly, Ms. Tucci is seeking a recapture agreement with the City wherein the other Benefitting Properties will be required to pay a percentage share of the cost as a condition of any final plat of subdivision or before any building permits related to repair and/or installation of a septic system are issued to the Benefitting Properties. The Recapture Agreement does not create a liability on the part of the City to make payments to Ms. Tucci unless payments are actually received from a Benefitted Property. In addition, Ms. Tucci bears all costs of enforcing and defending the implementation of the Recapture Agreement and holds the City harmless and must pay any damages assessed as a result of the enforcement of the Recapture Agreement. The City is further not required to bring suit to collect money from the Benefitted Properties. Under the proposed agreement, however, a lien, will be filed to show the recapture amount due.

The Recapture Agreement is valid until the recapture amount has been paid or for 20 years, whichever occurs first. Recapture of a percentage share of public infrastructure that is fronted by one developer, but that benefits other property owners, is a common practice among both home rule and non-home rule municipalities.

Since initially bringing this matter forward several months ago, there has been substantial discussion on the recapture with legal counsel for Ms. Tucci, as well as the “benefited” property owners who oppose the agreement. Based on the proposed recapture agreement, the benefited property owners would be required to pay \$37,119.71 per property as their “recapture” portion of the project in the event that a currently working septic system on the property fails or is in need of repair. When the City was in a position to finance these improvements, staff believes the most expensive reimbursement it ever charged was approximately \$15,000. Staff also reports that often the costs charged were discounted, meaning that the City absorbed a portion of the sanitary sewer construction costs.

Notwithstanding the high costs, City staff is also concerned in this situation that the house was built prior to construction of the sanitary sewer and both were constructed prior to entering into a baseline agreement for recapture with the City. Initial estimates of the construction were also approximately 25% lower than the actual construction costs. Finally, there were apparent communication issues between the petitioner and the neighboring property owners that resulted in at least a claim of lack of notification. These concerns factor into the City staff’s recommendation to not approve the recapture agreement as presented.

As the City’s current financial situation will unlikely permit the City to resume construction of such necessary improvements in the foreseeable future, staff believes it is important to encourage such private development along with reasonable recapture possibilities from benefited properties. While a policy is currently being drafted and will be brought before the Council in the future for action, staff will ultimately recommend any such recapture agreements: (1) be limited to 10 years in duration; (2) the recapture amount be based per acre up to a maximum of \$15,000 per parcel; and (3) interest be charged at 4% or CPI, whichever is less. The policy may also include a mechanism for developers to petition the City Council to share in a portion of construction costs not covered. However, the City’s level of participation, if any, would remain in its sole discretion.

Accordingly, if the City Council desires to enter into a recapture agreement in this situation, City staff recommends utilizing the above criteria and limitations (i.e., lower the total recoverable payment per property to \$15,000, a 10 year recoverable period, etc.). If the City Council desires to consider such an agreement, City staff will work on revisions to the terms and bring back a new agreement for consideration and approval. That said, in discussions with legal counsel for Ms. Tucci, they believe it is important to recover the total project costs and accordingly are requesting the Council to consider the attached agreement. It should be noted that the “per property costs” in this project are much higher because only one side of the street benefited (the other side of the street already had a sewer connection). Accordingly, there were only four properties to split the costs.

Finally, an additional consideration for the Council in future situations where a sanitary sewer must be constructed in an already developed area would be to utilize a Special Service Area (“SSA”). Under the concept of utilizing an SSA, the City would perform and pay for the construction, but then recoup the expenses by placing an additional property tax on the parcels within the benefited area. Notice and a public hearing are required prior to establishment of an SSA. Further, a formal objection process exists wherein 51% of the electors and 51% may object and stop the formation of the SSA.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The property owners impacted by the sewer expansion and recapture agreement have been notified and provided a copy of the proposed agreement.

FINANCIAL IMPACT:N/A

Respectfully submitted for Council consideration.

Prepared by: Jeffery R. Jurgens, Corporation Counsel

Review by: Jim Karch, Director, Public Works Department

Recommended by:



David A. Hales
City Manager

Attachments:

- Recapture Agreement

Motion: That the Agreement Authorizing Reimbursement for the Construction of Improvements Beneficial to the Public in the Ewing & Evans Subdivision not be approved.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Hauman				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Buragas			
Alderman Mwilambwe							
				Mayor Renner			

**AN AGREEMENT AUTHORIZING REIMBURSEMENT FOR THE
CONSTRUCTION OF IMPROVEMENTS BENEFICIAL TO THE PUBLIC**

PIN: 14-34-402-010

THIS AGREEMENT AUTHORIZING REIMBURSEMENT FOR CONSTRUCTION OF IMPROVEMENTS BENEFICIAL TO THE PUBLIC is entered into this ____ day of _____, 2015 (hereafter referred to as the “AGREEMENT”) by and between the CITY OF BLOOMINGTON, a municipal corporation located in McLean County, Illinois, (hereafter referred to as “CITY”), Pamela Tucci, of 1504 E. Emerson, Bloomington, IL (hereinafter referred to as “OWNER”), and B.J. Armstrong, Inc., of 2401 E. Empire Street, Suite B, Bloomington, IL (hereafter referred to as “DEVELOPER”).

WHEREAS, OWNER is the owner of record of real estate described in Exhibit "A" (hereinafter referred to as the “PARCEL”); and

WHEREAS, OWNER has proposed making certain improvements, namely Tucci Residence Sanitary Sewer Extension at the following location: 1504 E. Emerson Street, Bloomington, IL (hereinafter referred to as “IMPROVEMENTS”); and

WHEREAS, DEVELOPER intends to construct the IMPROVEMENTS; and

WHEREAS, the IMPROVEMENTS are valuable and substantial improvements benefiting properties described in Exhibit “B” and shown in Exhibit “C” which are attached hereto and made a part hereof and which are further described as the “BENEFITING PROPERTIES”; and

WHEREAS, it is the opinion of the corporate authorities of the CITY that such IMPROVEMENTS benefit the properties described in Exhibit "B"; and

WHEREAS, the IMPROVEMENTS will be dedicated to public use, and accepted by the CITY, upon completion by DEVELOPER and approval by the City Engineer; and

WHEREAS, upon acceptance, the CITY shall be responsible for all maintenance, repair, modification, removal or replacement of the IMPROVEMENTS; and

WHEREAS, prior to the occurrence of a Recapture Event with respect to the BENEFITING PROPERTIES, OWNER desires to recapture an allocable share of certain costs incurred (or to be incurred) by OWNER in connection with the IMPROVEMENTS and other costs set forth herein, which items, costs, and allocations of those costs have been approved by the CITY; and

WHEREAS, the CITY is authorized by the Illinois Municipal Code (65 ILCS 5/9-5-1 et. seq.) and its home rule powers to enter into agreements to provide for the recapture of offsite improvement costs.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the parties hereto agree as follows:

Section 1. Recitals. The foregoing recitals are hereby incorporated by reference into the body of this Agreement as if fully set forth and repeated.

Section 2. Cost of Improvements. The cost of the IMPROVEMENTS, as described in Exhibit "B", attached hereto and made a part hereof, *have* been estimated in the sum of One Hundred Forty-Eight Thousand Four Hundred Seventy-Eight and 82/100 Dollars (\$148,478.82). Note that the cost of IMPROVEMENTS is in addition to other related costs (described in Section 3 below), which are also subject to, and payable by the BENEFITING PROPERTIES under this Agreement. OWNER shall be entitled to recapture seventy-five percent (75%) of those costs constituting the IMPROVEMENTS in the amount of One Hundred Eleven Thousand Three Hundred Fifty-Nine and 11/100 Dollars (\$111,359.11) dollars ("RECAPTURE AMOUNT") from the BENEFITING PROPERTIES set forth in Exhibit "B".

Section 3. Performance and Acceptance of Improvements. Within ten (10) days of this agreement, the DEVELOPER shall furnish to the CITY a Performance and Workmanship Bond in the amount of 110% of all public improvements in the development on the form(s) specified by City Code.

Upon written acceptance by the CITY of the public improvements, the DEVELOPER shall guarantee the public improvements against faulty materials and workmanship for a period of one (1) year and the required surety or bond shall be reduced from 110% of the construction costs to 10% of the construction costs. After the one (1) year period, the City Engineer shall inspect the public improvements and determine if all public improvements remain in acceptable condition;

the remaining surety or bond amount shall be released upon written notice from the City Engineer that all public improvements remain in acceptable condition. At the time the CITY accepts the improvements for which recapture is sought, the DEVELOPER will *have* 60 days to file said certified costs with the CITY. Should the DEVELOPER fail to file said certified costs within 60 days, CITY shall provide written notice of said failure to OWNER. OWNER shall be provided 30 days from receipt of notice to obtain and file said certified costs with the CITY. In the event OWNER and DEVELOPER fail to file said certified costs within the timeframes allotted herein, this AGREEMENT will become null and void.

The CITY recognizes certain improvements may occur in stages, therefore the following acceptance process is permitted where applicable:

- A) Roadways: Acceptance may occur in two phases. Phase one may include: excavation, sub-base, base course, binder course, final surface course, striping, curb and gutter, sidewalk, surface restoration/seeding and storm sewer. Phase two encompasses all remaining improvements, which may include sidewalks and lighting.
- B) Water and sanitary sewer: Acceptance will occur in one phase: at completion.

The City will not accept individual pieces or parts of public improvements within a development except as detailed above.

Section 4. Collection of Recapture. The CITY agrees to assist the OWNER in collecting said RECAPTURE AMOUNT from the BENEFITING PROPERTIES, including requiring said payment as a condition of any final plat of subdivision or before any building permits, related to repair and/or installation of a septic system, are issued as to the BENEFITING PROPERTIES; allocated among the BENEFITING PROPERTIES in the manner set forth on Exhibit "B". The obligation of any BENEFITING PROPERTY to pay the RECAPTURE AMOUNT associated with that BENEFITING PROPERTY only occurs upon said BENEFITING PROPERTY triggering one of the conditions set forth in this Section 4.

Section 5. Payment of Recapture. The payment set forth in the preceding paragraph, plus any applicable interest, when collected by the CITY, shall be promptly paid to the OWNER as soon as practical following receipt of such payments but, in any event, no later than forty-five (45) days following receipt.

Section 6. Term. The term of this Agreement shall remain in full force and effect until the earlier of which occurs (i) such time as the OWNER has been fully reimbursed for that portion of the reimbursement attributable to the BENEFITING PROPERTIES as herein provided; or (ii) twenty (20) years from the date of this Agreement.

Section 7. Interest & Fees. Interest at the rate of four percent (4%) per annum will be charged to the BENEFITING PROPERTY on any unpaid amounts beginning thirty (30) days after a BENEFITING PROPERTY triggers one of the conditions set forth in Section 4 hereof. In

addition, OWNER shall be entitled to recover from any one or more of the BENEFITING PROPERTIES any amounts incurred in enforcing OWNER'S rights under this Agreement or in collecting amounts payable by any one or more of the BENEFITING PROPERTIES.

Section 8. Recordation. The Agreement shall be recorded against the BENEFITING PROPERTIES, and shall run with the land, and upon the occurrence of a triggering event set forth in Section 4, shall automatically create and constitute a lien against the BENEFITING PROPERTIES, and each subdivided lot hereafter contained therein, in the amount set forth herein, plus interest and additional costs as set forth herein.

Section 9. Limitation on Obligations of City / Indemnification. The CITY shall not be obligated to make any payments to the OWNER unless said recapture funds are actually received from the owners of the BENEFITING PROPERTIES. Also, the OWNER shall bear all costs of enforcing or defending the implementation of this Agreement and shall hold the CITY harmless and pay on behalf of the CITY and its officers any damages assessed them as a result of the entry into or enforcement of this Agreement.

Section 10. Collection and Non-Liability. The CITY shall forward any recapture payment amounts as set forth herein, but shall not be obligated to bring any suit to enforce the collection of same, nor shall the CITY or any of its officials be liable to the OWNER or his successors or assigns in any manner for failure to make such collections.

Section 11. Recordation. A true and correct copy of this Agreement shall be recorded against the BENEFITING PROPERTIES, at OWNER'S expense, with the McLean County Recorder of Deeds. This Agreement shall constitute a covenant running with the land and shall be binding upon the BENEFITING PROPERTIES in accordance with the terms and provisions contained herein.

Section 12. Notice. Any notice to be given or sent hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be: (i) delivered personally, with receipt requested therefore; or (ii) sent by telecopy facsimile; or (iii) sent by a recognized overnight courier service; or (iv) delivered by United States registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the parties at their respective addresses set forth below, and the same shall be effective:

- a) upon receipt or refusal if delivered personally or by telecopy facsimile;
- b) one (1) business day after depositing such with an overnight courier service; or
- c) two (2) business days after the deposit in the mail, if mailed.

A party may change its address for receipt notices by service of a notice of such change in accordance herewith. All notices by telecopy facsimile shall be subsequently confirmed by U.S. certified or registered mail.

If to the CITY: City of Bloomington
Attention: City Manager
109 E. Olive Street
Bloomington, IL 61701

If to OWNER: Pamela Tucci
1504 E. Emerson
Bloomington, IL 61701

If to DEVELOPER: B.J. Armstrong, Inc.
2401 E. Empire
Suite B
Bloomington, IL 61704

Section 13. Severability. If any provision, clause, word or designation of this Agreement is held to be invalid by any court of competent jurisdiction, such provision, clause, word or designation shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect any other provision, clause, word or designation contained herein. Notwithstanding the foregoing, if a court of competent jurisdiction determines by final order that the amount of the fees or interest payable hereunder exceeds the amount that may be recaptured by the OWNER under currently existing or subsequently enacted by law, then such amount shall be automatically reduced to such amount as the court then determines would conform to such requirements of law so that the provision establishing the fees and interest payable maybe given force and effect.

Section 14. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

Section 15. Successors and Assigns. This Agreement shall be binding upon and inure to the benefits of, and be enforceable by the Parties and their respective successors and assigns, and the enforcement and collection of the RECAPTURE AMOUNT due OWNER under the terms of this Agreement shall pass to the executors, trustees, heirs, and beneficiaries of OWNER. Any further assignment may only occur upon the written acceptance of the non-assigning party.

Section 16. Exhibits. The exhibits attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

Section 17. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

Section 18. Jurisdiction. The parties agree all actions instituted to enforce this Agreement shall be commenced and heard in the Circuit Court of McLean County, Illinois, and hereby waive venue in any other court of competent jurisdiction.

APPROVED THIS ____ DAY OF _____, 2015

CITY OF BLOOMINGTON

DEVELOPER

BY: _____
CITY MAYOR

BY: _____

ATTEST:

ATTEST:

CITY CLERK

Its:

Subscribed and sworn to before me this
__ day of _____, 2015.

Subscribed and sworn to before me this
__ day of _____, 2015.

NOTARY PUBLIC

NOTARY PUBLIC

OWNER

Pamela Tucci

Subscribed and sworn to before me this ____
day of _____, 2015.

NOTARY PUBLIC

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY BEING
DEVELOPED WITH OFFSITE IMPROVEMENTS

Lot 10 in the Subdivision of Lot 4 in Ewing and Evans Subdivision of part of the Southeast Quarter and part of the Southwest Quarter of Section 34, Township 24 North, Range 2 East of the Third Principal Meridian, in McLean County, Illinois.

PIN: 14-34-402-010

EXHIBIT B
DESCRIPTION OF BENEFIT AREA & ESTIMATED COST

LEGAL DESCRIPTION(S): Lots 7, 8, 9 and 10 in the Subdivision of Lot 4 in Ewing and Evans Subdivision of part of the Southeast Quarter and part of the Southwest Quarter of Section 34, Township 24 North, Range 2 East of the Third Principal Meridian, in the City of Bloomington, McLean County Illinois.

ENGINEER'S ESTIMATE: \$148,478.82

Description	Cost
Construction	\$127,573.40
Engineering	\$18,905.42
Legal	\$2,000.00
Interest	\$0.00
Easement Acquisition	\$0.00
Total	\$148,478.82

DISTRIBUTION:

Parcel	Owner	PIN	Acres	Cost Percentage	Dollar Cost
Lot 7	Kevin Kingston	14-34-402-007	.33	25%	\$37,119.71
Lot 8	Kevin Kingston	14-34-402-008	.33	25%	\$37,119.70
Lot 9	Patricia Manahan Trust	14-34-402-009	.33	25%	\$37,119.70

EXHIBIT C

MAP OF BENEFIT AREA

[See Attached]

Tucci Sanitary Sewer Map

