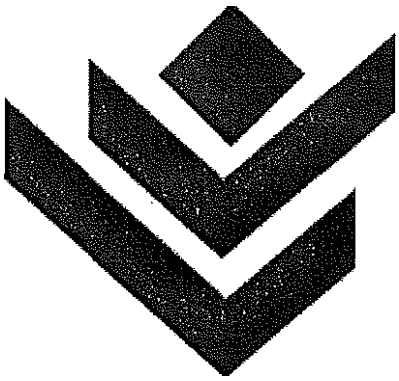
CITY OF BLOOMINGTON COUNCIL MEETING APRIL 24, 2017



City Logo Design Rationale

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

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

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

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

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

Brief Summary of Five Council Priorities

Five Priorities

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

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

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

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

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

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

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

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

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

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AGENDA

CITY COUNCIL MEETING AGENDA
CITY COUNCIL CHAMBERS
109 E. OLIVE STREET, BLOOMINGTON, IL 61701
MONDAY, APRIL 24, 2017; 7:00 P.M.

1. Call to order

2. Pledge of Allegiance to the Flag

3. Remain Standing for a Moment of Silent Prayer

4. Roll Call

5. Recognition/Appointments

A. Recognition of the outgoing City elected officials: Aldermen Kevin Lower and Jim Fruin

B. Proclamation declaring April 28, 2017, as "Arbor Day".

C. Proclamation declaring May 7 – May 13, 2017 as "Municipal Clerk's Week".

D. Appointment of Jay Groves to the Bloomington-Normal Airport Authority.

6. Public Comment

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

7. "Consent Agenda"

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

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

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

A. Consideration of approving the Minutes of the April 10, 2017 Regular City Council Meeting. *(Recommend that the reading of the minutes be dispensed with and the minutes approved as printed.)*

B. Consideration of Approving Bills, Payroll, Procurement Card Purchases, and Electronic Transfers in the amount of $6,352,603.51. *(Recommend that the Bills, Payroll, Procurement Card Purchases, and Electronic Transfers be allowed in the amount of $*6,352,603.51 *and orders drawn on the Treasurer for the various amounts as funds are available.)*

C. Consideration of Approving Appointment to Bloomington-Normal Airport Authority. *(Recommend that Jay Groves be appointed to the Bloomington-Normal Airport Authority.)*

D. Consideration of authorizing amendments to the FY 2016 and FY 2017 Capital Lease Equipment Lists. *(Recommend that the City Manager be authorized to modify the budgeted equipment list as recommended for the FY 2016 Capital Lease with Commerce Bank, and execute any necessary documents for the same, and authorize the City Manager to make changes to the FY 2017 Capital Lease equipment list within the total budget parameters previously adopted and in line with recommendations from the City Finance Director.)*

E. Consideration of approving the purchase of one (1) 2017 Ford F350 with a Utility Service body through the capital lease amendment seen on Consent Agenda Item D for the Facilities Management Division of Administration. *(Recommend the purchase of one (1) Ford F350 with Service Body using the Illinois Joint Purchasing Contract number PSD4018301 from Bob Ridings Ford of Taylorville, IL in the amount of $35,478.00 be approved, and authorize the City Manager or designee to execute the necessary documents and to amend the FY2017 capital lease listing to include this utility truck.)*

F. Consideration of approving the purchase of wireless networking equipment to be installed within the US Cellular Coliseum through the capital lease amendment seen on Consent Agenda Item D. *(Recommend that Council approve the purchase of wireless networking equipment (access points, antennas, network switches), along with the required licensing and maintenance support, from Sentinel Technologies, Inc., in the amount of $104,323.00, be approved, and authorize the City Manager or designee to execute the necessary documents and amend the FY2017 capital lease listing to include this equipment.)*

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G. Consideration of Approving a Contract with Stark Excavating for the FY 2017 Pump Station Improvements, (Bid # 2017-36) contingent upon the approval of year end budget amendments identified on the regular agenda item 8F. *(Recommend the unit prices from Stark Excavating for the FY 2017 Pump Station Improvements in the amount of $923,982.00, be accepted, the contract be approved contingent upon the approval of year end budget amendments identified on the regular agenda item 8F, and authorize the City Manager and City Clerk to execute the necessary documents.)*

H. Consideration of approving a bid (ReBid #2017-38) and Contract from CAD Construction, Inc. for replacement of the Lake Bloomington Water Treatment Plant Annex Roof. *(Recommend that the bid and contract from CAD Construction, Inc. for replacement of the Lake Bloomington Water Treatment Plant Annex Roof (Base Bid + Alternates 2 – Steel Roof, 3 – Gutters & Downspouts & 4 – Lightning Protection) in the amount of $138,245 be accepted and the City Manager and City Clerk authorized to execute the necessary documents.)*

I. Consideration of rejecting all Bids (Bid #2017-39) for Demolition of the City Hall Annex. *(Recommend all bids for Demolition of the City Hall Annex be rejected and staff authorized to rebid the project.)*

J. Consideration of the analysis of bids and award of a contract with Stark Excavating, Inc. for the Lake Bloomington Fill Site Restoration Improvements, Bid No. 2017-43. *(Recommend that the contract to construct the Lake Bloomington Fill Site Restoration Improvements (Bid No. 2017-43) be awarded to Stark Excavating, Inc. in the amount of $143,450.00 and the City Manager and City Clerk be authorized to execute the necessary documents.)*

K. Consideration of approving a Request for Proposal (RFP #2017-31) and Agreement with for Golf Professional Instructional Services at the city golf courses between the City and Rick Sellers Golf. *(Recommend the RFP (#2017-31) and Golf Professional Instructional Services Agreement with Rick Sellers Golf be approved, and the City Manager and City Clerk be authorized to execute the necessary documents.)*

L. Consideration of approving a Request for Proposal (RFP #2017-44) and Brush Disposal Agreement between the City and T. Kirk Brush, Inc. *(Recommend the RFP be awarded to T. Kirk Brush, Inc. and that the Brush Disposal Agreement between the City and T. Kirk Brush, Inc. for a three (3) year term that will begin on May 1, 2017 through April 30, 2020 with automatic extensions in one-year increments until April 30, 2023, not to exceed $232,615.20 upon mutual agreement, be approved and the City Manager and City Clerk be authorized to execute the necessary documents.)*

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M. Consideration of a Resolution supporting rail-banking of Norfolk & Southern right-of-way from Mansfield, IL to Bloomington, IL. *(Recommend that a resolution supporting the rail-banking of Norfolk & Southern right-of-way from Mansfield, IL to Bloomington, IL be passed, and that the Mayor and City Clerk be authorized to execute the necessary documents.)*

N. Consideration of a Resolution approving a cost modification associated with the Professional Engineering Services Agreement with Hanson Professional Services, Inc. for Professional Engineering Design Services for Lake Bloomington and Evergreen Lake Emergency Action Plan Preparation, RFQ No. 2014 – 23. *(Recommend Council approve a Resolution authorizing a contract modification with Hanson Professional Services, Inc. regarding Professional Engineering Services Agreement for Emergency Action Plan Preparation at Lake Bloomington and Evergreen Lake in the amount of $24,200.00, and authorize the Mayor and City Clerk to execute the necessary documents, and the City Manager to take all actions, including execution of documents, necessary to authorize the work.)*

O. Consideration of approving a Resolution waiving the formal bidding process and enter into a contract for the purchase of Replacement Parks, Recreation and Cultural Arts Management Software with Maximum Solutions, Inc. in the amount of $32,700. *(Recommend that a Resolution be approved waiving the formal bid process with Maximum Solutions, Inc. for the purchase of a software solution to manage the Parks, Recreation and Cultural Arts primary daily activities, along with the required licensing and maintenance support, in the amount of $32,700, and the Procurement Manager be authorized to issue a Purchase Order.)*

P. Consideration to approve the grant agreements for the Illinois Housing Development Authority's Single Family Rehabilitation Program (IHDA SFR) and Abandoned Property Program (IHDA APP) in the amount of $236,250 by Resolution authorizing the Mayor to sign and submit the agreements to IHDA.

<u>RECOMMENDATION:</u> That Council approve the Resolutions identified below allowing the Mayor to sign and submit the IHDA SFR and IHDA APP grant agreements:

1. *A Resolution Accepting a Grant from the Illinois Housing Development Authority's Single Family Rehabilitation Program; and*

2. *A Resolution Accepting a Grant from the Illinois Housing Development Authority's Abandoned Residential Property Municipal Relief Program*

Q. Consideration of Resolutions approving grant agreements for the Illinois Historic Preservation Agency's (IHPA) CLG Matching Grant Program. *(Recommend that*

Council adopts the Resolutions approving the submittal of grant agreements to IHPA CLG Matching Grant Program, and authorize the Mayor and City Clerk to execute the necessary documents.)

R. Consideration of an Intergovernmental Agreement by and Between the Illinois Office of the Comptroller and the City of Bloomington Providing for the City to Participate in the Comptroller's Local Debt recovery program. *(Recommend the Intergovernmental Agreement be approved, and the Mayor and City Clerk authorized to execute the necessary documents.)*

S. Consideration of adopting an Ordinance for Case SP-03-17, a petition requesting approval of a Special Use Permit for Duplexes in the R-1C, High Density Single Family Residential District for the property located at 603 Seminary Ave. *(Recommend that an Ordinance for Case SP-03-17, a petition requesting approval of a Special Use Permit for Duplexes in the R-1C, High Density Single Family Residential District for the property located at 603 Seminary Ave be adopted, and that the Mayor and City Clerk be authorized to execute the necessary documents.)*

T. Consideration of a Resolution initiating the rezoning of 204 N. Allin Street, and of 800, 801, 802, 803, 804, and 806 W. Washington Street from R-2, Mixed Residential District, and C-2, Neighborhood Shopping District, to B-2, General Business Service District. *(Recommend that a Resolution initiating the rezoning of 204 N. Allin Street, and of 800, 801, 802, 803, 804, and 806 W. Washington Street from R-2, Mixed Residential District, and C-2, Neighborhood Shopping District, to B-2, General Business Service District be passed, and that the Mayor and City Clerk be authorized to execute the necessary documents.)*

U. Consideration of an Ordinance Amending Bloomington City Code Chapter 39 Taxation. *(Recommend that the Ordinance be approved and the Mayor and City Clerk authorized to execute the necessary documents.)*

V. Consideration of an Ordinance approving the Salary of the City Manager. *(Recommend that the Ordinance Approving the Salary for the City Manager and Providing for Retroactive Payment be approved, and the Mayor and City Clerk be authorized to execute the Ordinance.)*

W. Consideration of an Ordinance Budget Amendment approving Actuarial Valuation for Other Post-Employment Benefits (OPEB) Services in the amount of $9,000 with Arthur J. Gallagher as a limited source provider. *(Recommend approving the Ordinance, the OPEB Valuation Services of Arthur J. Gallagher be approved as a limited source, the engagement letter executed, authorize the Mayor and City Clerk to*

execute the Ordinance, and the City Manager and the City Clerk executing the engagement letter.)

X Consideration of an Ordinance Budget Amendment approving Actuarial Valuation for Other Post-Employment Benefits (OPEB) Services in the amount of $9,000 with Arthur J. Gallagher as a limited source provider. *(Recommend approving the Ordinance, the OPEB Valuation Services of Arthur J. Gallagher be approved as a limited source, the engagement letter executed, authorize the Mayor and City Clerk to execute the Ordinance, and the City Manager and the City Clerk executing the engagement letter.)*

Y. Consideration of accepting a bid (Bid #2017-42) from CAD Construction, Inc. for construction of the Police Training Facility Addition in the amount of $537,100. *(Recommend that the bid from CAD Construction, Inc. for construction of the Police Training Facility Addition (Base Bid + Alternate 1.1) in the amount of $537,100.00 be accepted and the City Manager and City Clerk authorized to execute the necessary documents.)*

8. "Regular Agenda"

A. Consideration of an Ordinance Waiving the Building Permit Fees for the McLean County Law and Justice Center expansion at 104 W. Front Street. *(Recommend an ordinance waiving the building permit fees for the McLean County Law and Justice Center expansion at 104 W Front Street be adopted and that the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Tom Dabareiner, Community Development Director 5 minutes, Council discussion 5 minutes.)*

B. Providing staff with direction on repairing, replacing, or resurfacing Monroe St from Clinton St to Robinson St. *(Presentation by David Hales, City Manager and Jim Karch, Public Works Director 5 minutes and Council discussion 10 minutes.)*

<u>RECOMMENDATION:</u> That the Council make a determination regarding the potential resurfacing/repair of Monroe Street from Clinton Street to Robinson Street by approving one of the following motions:

<u>MOTION ALTERNATE 1</u>: That City staff be directed to move forward with design, planning, and bidding for the repair of brick or replacement of brick with new brick.

<u>MOTION ALTERNATE 2</u>: That City staff be directed to move forward with the inclusion of Monroe Street in the 2018 Street & Alley Repair Program and that

the City Manager and City Clerk be authorized to execute the necessary documents.

MOTION ALTERNATE 3: That a decision on whether Monroe Street should be included in the 2018 Street & Alley Repair Program or its brick repaired or replaced be tabled and brought back to the Council with more data on the costs and benefits associated with brick streets, and bring back the Brick Street Master Plan for final consideration and approval.

C. Consideration of Approving:
(Presentation by Jim Karch, Public Works Director 5 minutes, Council discussion 10 minutes.)

a. Contract with Rowe Construction for the FY 2018 General Resurfacing Program, (Bid # 2017-23).

b. Contract with Rowe Construction for the FY 2018 Street & Alley Repair Program, (Bid # 2017-24).

c. Contract with J. G. Stewart Contractors, Inc. for FY 2018 Sidewalk Replacement and Handicap Ramp Program, (Bid #2017-25).

(Recommend 1) the unit prices from Rowe Construction for the FY 2018 General Resurfacing Program in the amount of $2,080,000.00, be accepted, the contract approved; 2) the unit prices from Rowe Construction for the FY 2018 Street & Alley Repair Program in the amount of $1,590,762.00, be accepted, the contract approved; and 3) the unit prices from J. G. Stewart Contractors, Inc., for the FY 2018 Sidewalk Replacement and Handicap Ramp Program in the amount of $820,000 be accepted, the contract be approved, and the City Manager and City Clerk be authorized to execute the necessary documents.)

D. Consideration of approving a Professional Services Contract with CDM Smith, Inc. for Professional Engineering Services related to the Water Department Infrastructure Master Plan, (RFQ #2017-26). *(Recommend that the Professional Services Contract with CDM Smith, Inc. for Professional Engineering Services related to the Water Department Infrastructure Master Plan in the amount not to exceed $431,600.00 be approved and the City Manager and City Clerk be authorized to execute the necessary documents.) (Presentation by Bob Yehl, Water Department Director 10 minutes, Council discussion 10 minutes.)*

E. Consideration of approving a Professional Services Contract with GreenPlay, LLC for Professional Planning and Consulting Services related to the Parks, Recreation and Cultural Arts Comprehensive Master Plan, (RFP#2017-27.) *(Recommend that the*

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Professional Services Contract with GreenPlay, LLC for Professional Planning and Consulting Services related to the Parks, Recreation and Cultural Arts Comprehensive Master Plan in the amount not to exceed $114,999.00 be approved and the City Manager and City Clerk be authorized to execute the necessary documents.) (Presentation by Jay Tetzloff, Parks, Recreation and Cultural Director 10 minutes, Council discussion 10 minutes.)

F. Consideration of an Ordinance approving a Contract to purchase the four (4) parking lots owned by Frontier Communications south of the BCPA and east of East Street. *(Recommend the Ordinance approving a contract to purchase commercial real estate located at 206 Douglas Street, 509 N. East Street, 209 Douglas Street and 222 E. Market Street, all in Bloomington, Illinois, be approved and the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by David Hales, City Manager and Austin Grammer, Economic Development Coordinator 5 minutes, Council discussion 10 minutes.)*

G. Fiscal Year 2017 Year End Budget Amendment and Ordinance. *(Recommend the Budget Amendment is approved and the Ordinance is passed, and authorize the Mayor and City Clerk to execute the necessary documents.) (Presentation by David Hales, City Manager and Patti-Lynn Silva, Finance Director 5 minutes, and Council discussion 5 minutes.)*

H. Consideration of a Resolution authorizing City staff to pursue a Washington Street Amendment to the 2015 City of Bloomington Bicycle Master Plan. *(Recommend the Resolution authorizing City staff to pursue a Washington Street Amendment to the 2015 City of Bloomington Bicycle Master Plan be adopted and the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by David Hales, City Manager 5 minutes, and Council discussion 5 minutes.*

9. City Manager's Discussion

10. Mayor's Discussion

11. City Aldermen's Discussion

12. Executive Session – *Cite Section*

13. Adjournment

14. Notes

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RECOGNITIONS

Council Date: April 24, 2017

COUNCIL AGENDA ITEM NO. 5

Recognition/Appointments

A. Recognition of the outgoing City elected officials: Aldermen Kevin Lower and Jim Fruin
B. Proclamation declaring April 28, 2017, as “Arbor Day”.
C. Proclamation declaring May 7 – May 13, 2017 as “Municipal Clerk’s Week”.
D. Appointment of Jay Groves to the Bloomington-Normal Airport Authority.

PROCLAMATION

April 28, 2017
Arbor Day

WHEREAS, *in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and,*

WHEREAS, *this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska and is now observed throughout the nation and the world; and,*

WHEREAS, *trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products; and,*

WHEREAS *trees in our city increase property values, enhance the economic vitality of business areas, beautify our community, and are a source of joy and spiritual renewal; and,*

WHEREAS, *Bloomington has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree planting ways,*

NOW, THEREFORE, *I, Tari Renner, Mayor of the City of Bloomington do hereby proclaim April 28 , 2017 as*

ARBOR DAY

FURTHER, *I urge all citizens to plant trees to gladden the hearts and promote the well-being of present and future generations.*

Tari Renner
Mayor

Cherry Lawson
City Clerk

PROCLAMATION

Declaring May 7 - May 13, 2017

Municipal Clerk's Week

Whereas, *The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world; and*

Whereas, *The Office of the Municipal Clerk is the oldest among public servants; and*

Whereas, *The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels; and*

Whereas, *Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and*

Whereas, *Municipal Clerks continually strive to improve the administration of the affairs of the office of the Municipal Clerk through participation in education programs and professional organizations; and*

Whereas, *Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and*

Whereas, *It is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.*

Now, Therefore, *I, Tari Renner, Mayor of, Bloomington, IL do recognize the week of May 7- May 13, 2017*

Municipal Clerk's Week

and recognize all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Tari Renner
Mayor

Cherry Lawson
City Clerk

CONSENT AGENDA

CONSENT AGENDA ITEM NO: 7A

FOR COUNCIL: April 24, 2017

SUBJECT: Consideration of approving the Minutes of the April 10, 2017 Regular City Council Meeting.

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

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

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

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

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable

Respectfully submitted for Council consideration.

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

Recommended by:



David A. Hales
City Manager

Attachments:

- April 10, 2017 Regular City Council Meeting Minutes

SUMMARY MINUTES
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS
MONDAY, APRIL 10, 2017; 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, March 27, 2017. The Meeting was called to order by Mayor Renner.

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

4. Roll Call

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

Aldermen: Kevin Lower (7:10 pm), David Sage, Mboka Mwilambwe, Amelia Buragas, Scott Black, Karen Schmidt, Joni Painter, Diana Hauman, Jim Fruin, and Mayor Tari Renner.

Staff Present: David Hales, City Manager; Steve Rasmussen, Assistant City Manager; Jeffrey Jurgens; Corporation Counsel, Cherry L. Lawson; City Clerk, Brendan Heffner, Chief of Police; Bob Yehl, Water Director; Scott Sprouls, IS Director; Patti-Lynn Silva, Finance Director, Jim Karch, Public Works Director; and other City Staff were also present.

5. Recognition/Appointments

A. Proclamation declaring April 2017 as, "Autism Awareness Month."

B. Proclamation in Recognition of the "Illinois State University Big Red Marching Machine."

C. Proclamation in Recognition of the "50th Anniversary of Katherine Switzer's Historic Run."

D. Appointment of Amelia Buragas to the Bloomington-Normal Economic Development Council Board.

6. Public Comment

Alton Franklin	Aaron Len	Matt Wing
John Drew	Dan Snook	Marc Miller

Eric Snow Jim Rumps Patricia Marton

7. Consent Agenda

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

Motion by Alderman Schmidt, seconded by Alderman Painter, that the Consent Agenda be approved, with the exception of Items 7D and 7G.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 7A: Consideration of approving the Minutes of the March 27, 2017 Regular City Council Meeting, March 27, 2017 Work Session Meeting, the March 11, 2017 Budget Work Session Meeting and the November 14, 2016 Work Session Minutes.

The following was presented:

Item 7B: Consideration of Approving Bills, Payroll, Procurement Card Purchases, and Electronic Transfers in the amount of $ 5,735,911.35.

The following was presented:

Item 7C: Consideration of approving a Resolution Waiving the Formal Bidding Process and Authorize an Extension of the Agreement with Henson Disposal of Bloomington, IL for the Processing of Recyclable residential Construction and Demolition (C&D) Waste in the amount of $190,000.

RESOLUTION NO. 2017 – 11

A RESOLUTION AUTHORIZING WAIVING THE TECHNICAL BIDDING REQUIREMENTS AND APPROVING AN AGREEMENT WITH HENSON DISPOSAL OF BLOOMINGTON, IL FOR THE PROCESSING OF RECYCLING CONSTRUCTION AND DEMOLITION WASTE

The following was presented:

Item 7D: Consideration of adopting a Resolution supporting the 2017 Illinois Municipal League's (IML) Agenda and the Financial and Capital Needs of the City of Bloomington. ***(Pulled from the agenda)***

RESOLUTION NO. 2017 – _

A RESOLUTION SUPPORTING THE 2017 ILLINOIS MUNICIPAL LEAGUE'S LEGISLATIVE AGENDA AND CALLING FOR THE SUPPORT OF CERTAIN FINANCIAL AND MAJOR CAPITAL NEEDS OF THE CITY OF BLOOMINGTON

The following was presented:

Item 7E: Consideration of the application of the Bloomington-Normal Jaycees for a limited alcoholic liquor license Class LB, which would allow the selling and serving of beer and wine only by glass for consumption on the premises for a fundraiser to be held on May 19, 2017 from 5:30 to 8:30 p.m. at the Miller Park Zoo.

The following was presented:

Item 7F: Consideration of the application of Lakes Venture Fresh Thyme Farmer's Market located at 403 North Veterans Parkway, Unit 2, requesting a PAS Liquor License which would allow the sale of all types of packaged alcohol for consumption off the premises seven days a week.

The following was presented:

Item 7G: Consideration of Approving an Appointment to the Bloomington-Normal Economic Development Council Board. ***(Pulled from the Consent Agenda)***

Motion by Alderman Painter, seconded by Alderman Schmidt, that Amelia Buragas be appointed to the Bloomington-Normal Economic Development Council Board.

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

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

Nays: None.

Recuse: Alderman Amelia Buragas

Motion carried.

8. Regular Agenda

The following was presented:

Item 8A: Consideration of an Ordinance Reducing the speed limit on Fox Creek Road from West Oakland Avenue to Stonehedges Court. *(Presentation by David Hales, City Manager 5 minutes, Council discussion 10 minutes.)*

Mr. Hales introduced the Ordinance to reduce the speed on Fox Creek Road from West Oakland Avenue to Stonehedges Court from 40 miles per hour down to 30 miles per hour. We are appreciative of Matthew Wing and his research. This stretch of road has a lot of residential homes abutting Fox Creek Road and stops for school buses. Fox Creek Road dead-ends and is not a through street in any sense of the word. Great support has been shown for this reduced speed limit.

Alderman Fruin stated that he would support this, but the important thing going forward is how do we learn from this? He stated he believes going forward we need some consistency. The key is that we are dealing with distracted drivers. He stated he was very supportive, but let us look forward.

Alderman Schmidt stated that she thinks we do have a policy and a philosophy when we adopted complete streets. We are talking about not just how cars travel, but everybody who uses the streets.

Alderman Sage thanked Alderman Fruin for his comments and Matt Wing for his involvement with this process.

ORDINANCE NO. 2017 - 24

AN ORDINANCE AMENDING CITY CODE CHAPTER 29, SECTION 156.5 ALTERED SPEED LIMITS, BY REMOVING CERTAIN PORTIONS OF FOX CREEK ROAD.

Motion by Alderman Sage, seconded by Alderman Mwilambwe, that the Ordinance amending City Code Chapter 29, Section 156.5, which provides for Altered Speed Limits on certain City Streets, be approved to reduce the speed limit to 30 mph on Fox Creek Road from West Oakland Avenue to Stonehedges Court, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 8B: Consideration of approving a Text Amendment to Chapter 29 prohibiting truck through-traffic on Clinton Boulevard from Empire Street to Division Street. *(Presentation by Jim Karch, Public Works Director 5 minutes, Council discussion 20 minutes.)*

Mr. Karch stated, in November the overall truck route policy across the City was discussed, and staff recommended not moving forward with it at that time. The recommendation was to continue to look at a case-by-case issue as things came up. As we continued down this overall policy evaluation, staff reviewed other communities, and looked at the overall feel of the community. It was the opinion that enforcement needed to occur.

Alderman Buragas clarified, she did not wish to take credit for materials that she did not author. It was written by the neighborhood, based on a neighborhood petition, and a presentation that the neighborhood put together. She stated that she was concerned that there might be the impression that this is the neighborhood versus a single business and that would be unfortunate if we walked away with a bad impression. About two years ago, the neighborhood had said that the amount of traffic they were experiencing where it comes to the heavy truck traffic for some reason is different, and it was not any single business. All kinds of trucks had begun using Clinton Boulevard. At the end of the day, we are looking at a balancing act. How do we address the concerns of businesses who want free-flow to our City as well as the concerns of the residents? This particular area is different and distinct. It is not an arterial or state road; it is one of the few cohesive neighborhoods in the country that is on the National Registry of Historic Places. It is an asset that is worth preserving within our community. With all this heavy truck traffic, you have increased noise and decreased feelings of safety. Based on reality or not, those are the perceptions and that may likely result in decreased property values, and the potential to have degradation of that particular area and all the hard work of residents to preserve that area.

Alderman Lower stated that he agreed with Alderman Buragas, but the business community has to be able to continue to exist. They provide jobs and growth. We need to look at what we can do to facilitate them, and be very careful about what we are doing when we are affecting our local business.

ORDINANCE NO. 2017 - 25

AN ORDINANCE AMENDING CITY CODE CHAPTER 29, SECTION 201 TO ADD CLINTON BOULEVARD BETWEEN EMPIRE STREET AND DIVISION STREET TO THE LIST OF THROUGH TRAFFIC PROHIBITED STREETS

Motion by Alderman Buragas, seconded by Alderman Painter that the Ordinance providing for a Text Amendment to Chapter 29, Motor Vehicles and Traffic, Section 201, be approved, and authorize the Mayor and City Clerk to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 8C: Consideration of authorizing payment for Property, Liability, Excess Liability, and Excess Worker's Compensation Insurance Coverage for the City of Bloomington in the amount of $783,084 for the period of May 1, 2017 through April 30, 2018. *(Presentation by Steve Rasmussen, Assistant City Manager, Mike Nugent of Nugent Consulting, LLC; and Walt Larkin of Arthur J. Gallagher Itasca 10 minutes, Council discussion 10 minutes.)*

Mr. Rasmussen thanked all the staff for their work each year in putting everything together. Every piece of property that the City owns and every piece of equipment is analyzed to make sure that we are properly insured. He also stated that we were able to get a price reduction this year in the amount of 7.6%. He introduced Mr. Nugent to present his proposal for the insurance premiums.

Mr. Nugent stated that last year in preparation for the renewal there was discussion about trying to get some competition created to see if we could control or drive down some costs. We had trouble finding other parties interested. The feedback they received was the current structure and the current pricing was too thin. They did not think they could compete, which was disappointing. Generally, the RFP process is done every three years, but we decided to give it a shot again this year. Fortunately, we had an alternative broker who was interested. They had a special property program that they thought would be very competitive, and it worked. The overall cost to the City is reduced to 7.6%.

Alderman Sage thanked Mr. Nugent and Mr. Hales.

Alderman Schmidt thanked Alderman Sage for his reminder because the self-insurance program was a disaster. The work that has gone into this is much appreciated.

Motion by Alderman Schmidt, seconded by Alderman Hauman, that the payment to Arthur J. Gallagher Itasca, IL for Insurance Coverage and Insurance Broker Service from May 1, 2017, through April 30, 2018, be approved in the amount of $783,084.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 8D: Consideration of Adoption of the FY 2018 Proposed Budget and Appropriation Ordinance. *(Presentation by David Hales, City Manager and Patti-Lynn Silva, Finance Director 5 minutes, Council discussion 20 minutes.)*

Mr. Hales stated, you cannot understate how much time and effort goes into preparing a $214,000,000 budget. This is a document that is much more transparent, it has a lot more detail and information on what programs and services we fund. He thanked Ms. Silva and Ms. Morello, all the directors, and the staff.

Ms. Silva pointed out there were a couple of housekeeping changes where we added the IDHA Grant as well as the dollars for the feasibility study on the west side, and the general fund actually decreased $100,000.

Mayor Renner thanked Ms. Silva for all the work that she does on behalf of all the elected officials.

Alderman Black thanked Mr. Hales and Ms. Silva. He stated that over the last six months, he had talked about his discomfort with the Grove Sewer Oversizing Project. It is budgeted to be $300,000 for this fiscal year. He stated that he was not saying that we should not fulfill our commitment to the Grove, but does it have to be this year. If it was to be split up over a few fiscal years, what are the ramifications of such a proposal?

Mr. Jurgens stated that with the developers of this subdivision, we have an agreement where they let us know in advance if they think they are going to have a project that is coming up, and in this situation what we have budgeted for is an oversizing project as referenced. They are planning on doing some additional development in one of the additions. Our requirement is that they put in an eight (8) inch sewer pipe. However, we want to oversize so that if there is development not associated with the Grove in the future, but other upstream development that the sewer will accommodate that. We do not pay for the 8 inch, but if there is anything oversizing and we would oversize it to a 36 inch, then the City would be responsible for paying for that, so the $300,000 that is in the budget is for that oversizing project. The agreement is set up such that they would do the work, they would then bill the City and then, he believes, it is within 30 days we would have to pay them for that.

Mayor Renner asked if the oversizing was required.

Mr. Jurgens stated that the oversizing is not required, but if we do not do it now and there is development out there, we would be going through back yards and other areas to dig up, and it

will cost a whole lot more than this amount of money in the future. So, if we are going to oversize it, this is the time to do it.

Alderman Black asked if we do not fund this project this year, would we end up in court and lose?

Mr. Jurgens stated, if we do not budget the money for it, basically we are going to be sending the message, and we are going to have to have a conversation with the developer to say we do not want you to oversize, thus you will not be sending us a bill.

Alderman Black stated that the suggestion he would make would be that we spread this out over three fiscal years.

Mayor Renner stated that he believed Mr. Jurgens was saying that we do not have that option. Either do it all at once or just live with 8 inches. He then asked what is the downside of not oversizing?

Mr. Karch stated that the Grove came in the 2004-2005 timeframe, and it has been difficult because it was way out on the edge of town, and it is pushing $17,000,000 of total infrastructure to extend sanitary sewer. This is an area long term that will be viable for future growth if you look at other developments and it is continuing to grow.

Alderman Black stated that it was very hard for him to go back to residents in Ward 7 who have been waiting for years for a new sewer when we are expanding a sewer that is projected for future growth. He stated he was not denying the arguments of what he was hearing, but he stated he cannot support that.

Mr. Jurgens stated there was one other alternative. If you put this in the budget, it does not mean that you authorize the expenditure of it. This could continue to be a discussion and something that we work on.

Mayor Renner stated that he could, depending on what the Council says, do a line-item veto, and that would just be removed.

Alderman Buragas stated this is difficult. We do not want to go back on what we have promised to do, but she also does not want to do things that are not necessary in areas where we do not want to see growth in the future. She is very uncomfortable with the perception that brand new properties that are just being built jump to the front of the line, and we have neighborhoods that are struggling and would rather see the budget pass for the moment and then addressing this particular issue in a work session.

Alderman Sage stated that he is supportive of this and Alderman Buragas made another good point. A third point is related to all of the conversation about the bypass. We are not going to have the projected growth that so many of these assumptions were made on.

Alderman Lower stated that the new growth that we have had has been in this area, and it probably will continue if we have new growth. Those folks are paying taxes, and it is a mathematical computation on both sides and it is something that we are going to have to weigh. It is a difficult situation. We are subsidizing one entertainment venue two to three times that amount annually.

Alderman Hauman stated that a previous Council did approve this subdivision, but our City has changed since that time. Growth has slowed down. She stated that the residents in Ward 8 are still waiting for a park which we did say we were going to provide. We are looking at balancing what we have contracted for and what people are expecting from us.

Mayor Renner stated that it may be possible if the Council then agrees not to have the $300,000, some of that could be parks as well as infrastructure.

Alderman Fruin stated that he did not know why it is that we beat up the Grove. We beat up the Coliseum, we beat up the BCPA, and we beat up the prior City Manager. There is no value to looking back. We made a contractual agreement with the people that have developed this. The Council in 2004 or 2005 made the decision that this was the right thing for the City to do. Times have changed and as a Council we agree that infill is more important today. This Council is known for listening and for engaging the other side. Have we talked to the developers? That is a fast growing development out there, and there are people that like new construction. We are a balanced community. People ask why do you continue to support downtown? Why are you putting money downtown? He stated he has always supported downtown because it is so critical to the core of our City and to the surrounding neighborhoods. We have really got to keep in mind our balance and we are very committed as a Council that our focus is the core. Our focus is infill. We are talking about $300,000 out of a $208,000,000 budget, and look at the money we are spending to subsidize entertainment, etc., but we have an obligation. If we are going to start backing out of obligations, we lose our reputation. We made a decision, let us support it.

Mayor Renner clarified that this is not something that was required by law.

Alderman Painter stated that since we have done a lot of oversizing in the past and just to help us out in the future, would it be possible to change our code to say that the developers have to pay for the oversizing?

Mr. Karch stated that the challenge is knowing how much oversizing is required. Each different oversizing can vary.

Alderman Mwilambwe asked how much growth we can expect, especially in the Grove area. Mr. Karch stated that development is driven by the market and they have continued to grow out there.

Alderman Buragas stated the sewer oversizing is a choice that the City could make. She asked if she was correct that it will not negatively impact any of the residents currently in the Grove. Mr. Karch stated that was accurate.

Alderman Hauman stated that she was disappointed that this amount of time was being spent on one line item at the last minute. If we do not do this now, in ten or twenty years there will be many people sitting around going what were they thinking in 2017 when they did not put the bigger pipes in.

Alderman Schmidt stated that while the conversation is about a specific development area, she thinks it is a much bigger conversation that is a very important for us to have.

Alderman Sage asked if we can separate this conversation from the agenda item that is on the table with a budget with a firm commitment to say that this will be on a Committee of the Whole meeting in a just few months with a solid commitment to come back around and follow up on that.

Alderman Black stated he would like to make a motion to approve the budget as presented with the exception of the Grove Capital Improvement Project to be earmarked to the sewer fund, and we can decide at a later point in time in a budget amendment where the $300,000 will go.

Alderman Sage stated his concern was that he would like to have staff have the opportunity to come back and fully vet out all of the why-to's and wherefore's of the stuff related to the Grove to make sure that we are not making the decision too quickly on that, so that would be his concern about the motion.

Ms. Silva stated that certainly you can amend the proposed budget. The other option is you allow the budget to flow through and then you make a reversing budget amendment afterwards where you reduce the budget.

ORDINANCE NO. 2017 -26

BUDGET AND APPROPRIATION ORDINANCE
FISCAL YEAR BEGINNING MAY 1, 2017 AND ENDING APRIL 30, 2018
CITY OF BLOOMINGTON

Motion by Alderman Fruin, seconded by Alderman Buragas, that Council approves the Fiscal Year 2018 Appropriation Ordinance, and authorize the Mayor and City Clerk to execute the necessary documents.

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

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

Nays: None.

Motion carried.

9. City Manager's Discussion

Mr. Hales stated that the Council could direct us to come back and to do some analysis and have some further information on this topic.

10. Mayor's Discussion

Mayor Renner thanked Alderman Hauman for putting together a social on Friday evening and also her willingness to work with us on orientation for new City Council members, and we do have two new Council members coming in.

11. City Aldermen's Discussion

Alderman Fruin congratulated the two new Council members.

Alderman Hauman reminded everyone that it is National Library Week.

Alderman Schmidt asked where we are now with the John N. Scott audit.

12. Executive Session – *Cite Section*

13. Adjournment

Motion made by Alderman Hauman, seconded by Alderman Black, to adjourn the meeting at 8:53 p.m.

Motion carried (viva voce).

CITY OF BLOOMINGTON	**ATTEST**
Tari Renner, Mayor	Cherry L. Lawson, City Clerk

CONSENT AGENDA ITEM: 7B

FOR COUNCIL: April 24, 2017

SUBJECT: Consideration of approving Bills, Payroll, Procurement Card Purchases, and Electronic Transfers in the amount of $6,352,603.51.

RECOMMENDATION/MOTION: That the Bills, Payroll, Procurement Card Purchases, and Electronic Transfers be allowed in the amount of $6,352,603.51, 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 $6,352,603.51 (Payroll total $2,326,084.99, Accounts Payable total $1,894,907.13, Procurement Card Purchases total $145,193.86, and Electronic Transfers total $1,986,417.53).

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Accounts Payable

Reviewed by: Jon C. Johnston, Procurement Manager

Recommended by:

David A. Hales
City Manager

Attachment:

- Bills, Payroll, Procurement Card Purchases, and Electronic Transfers on file in the Clerk's office. Also available at www.cityblm.org.
- Summary Sheet Bills, Payroll, Procurement Card Purchases, and Electronic Transfers

CITY OF BLOOMINGTON FINANCE REPORT

Council of April 24, 2017

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
4/7/2017	$ 221,619.41	$ 77,792.83	$ 299,412.24
4/13/2017	$ 1,357,092.32	$ 368,831.89	$ 1,725,924.21
4/13/2017	$ 222,545.47	$ 78,203.07	$ 300,748.54
			$ -
			$ -
Off Cycle Adjustments			
		PAYROLL GRAND TOTAL	**$ 2,326,084.99**

ACCOUNTS PAYABLE

Date	Bank	Total
4/24/2017	AP General	$ 1,803,949.97
4/24/2017	AP Comm Devel	$ 34.50
	AP IHDA	
4/24/2017	AP Library	$ 51,186.76
4/24/2017	AP MFT	$ 39,447.90
4/18/2017	Off Cycle Check Runs	$ 288.00
	AP GRAND TOTAL	**$ 1,894,907.13**

PCARDS

Date Range	Total
3/1/2017-3/31/2017	$ 145,193.86
PCARD GRAND TOTAL	**$ 145,193.86**

WIRES

Date Range	Total
3/31/2017-4/10/2017	$ 1,986,417.53
WIRE GRAND TOTAL	**$ 1,986,417.53**

TOTAL **$ 6,352,603.51**

Respectfully,

Patti-Lynn Silva
Finance Director

CONSENT AGENDA ITEM NO. 7C

FOR COUNCIL: April 24, 2017

SUBJECT: Consideration of Approving Appointment to Bloomington-Normal Airport Authority.

RECOMMENDATION/MOTION: That Jay Groves be appointed to the Bloomington-Normal Airport Authority.

STRATEGIC PLAN LINK: Goal 4. Strong Neighborhoods.

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

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

Airport Authority. Jay Groves of 1324 Dianne Drive, Bloomington, Illinois 61704 to the Bloomington-Normal Airport Authority. This is a five (5) year term. The appointment will be effective 5-1-17 and will expire 4-30-22. Application is on file in the Administration Office.

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

FINANCIAL IMPACT: Not applicable.

COMMUNITY DEVELOPMENT IMPACT: *(If applicable)* Not applicable.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: *(If applicable)* Not applicable.

Respectfully submitted for Council consideration.

Prepared by: M. Beth Oakley, Executive Assistant

Recommended by:

David A. Hales
City Manager

Attachments:

- Roster

Airport Authority Board

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Appointment Date	Year First Appt	Ward	App. By	Email	Street	City	Zip					
x		John	Hanson	04/30/18	01/12/15	2015	8	Bloomington	jhan122058@yahoo.cm	21 Buckhurst Circle	Bloomington	61704					
x	Chairman	David	Colee	04/30/17	05/28/12	May-07	9	Bloomington	dsblcolee@aol.com	2807 Kolby Ct.	Bloomington	61704					
		Alan	Sender	04/30/17	01/01/12	Jan. 2008		Normal		1007 Broadway	Normal	61761					
		Kurt	Bock	04/30/18	05/28/13	May-08		Board appt.		19 Lavendar Lane	Bloomington	61704					
	Vice Chair	J. Jay	Allen	04/30/16	05/28/11	May-06		Board appt.		7 Tami Court	Bloomington	61704					
		Beth	Whisman	04/30/19	05/28/14	May-14		Normal		501 Greenbriard Dr. #6	Normal	61761					
		Colleen	Kannaday	04/30/20	03/17/15	May-15		Board Appt.		2106 Longwood Lane	Bloomington	61704					
	Executive Dir	Carl	Olson						carl@cira.com								

Details:
Term: 5 years
Term Limit per City Code: None
Members: 7
Number of members the Mayor appoints: 2 (in gray above)
Type: Multi-Jurisdictional
City Code:
Required by State Statute: Yes (cite)
Intergovernmental Agreements:
Funding budgeted from COB for FY2014:
Meetings: 2nd Thursday of each month at 4:30pm - Airport Conference Room

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

Appointment/Reappointment Notes:

CONSENT AGENDA ITEM NO. 7D

FOR COUNCIL: April 24, 2017

SUBJECT: Consideration of authorizing amendments to the FY 2016 and FY 2017 Capital Lease Equipment Lists.

RECOMMENDATION/MOTION: That the City Manager be authorized to modify the budgeted equipment list as recommended for the FY 2016 Capital Lease with Commerce Bank, and execute any necessary documents for same, and authorize the City Manager to make changes to the FY 2017 Capital Lease equipment list within the total budget parameters previously adopted and in line with recommendations from the City Finance Director.

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 Capital Lease Program enables the City to finance capital equipment, machinery, vehicles and occasional capital projects at reasonable interest rates. During the budget process, the Council adopts a specific list of equipment, vehicles or small projects proposed to be purchased and paid for during a specific budget year. For various reasons, the timing and amounts of actual purchases, and payments can change, where lease purchases can be over budget, under budget or with new information, an adjustment in the type or timing of equipment or vehicles is prudent. The corresponding exhibits outline amendments requested in the capital lease listings for both the FY2016 and FY2017 capital leases.

Essentially, charging back purchases to the FY2016 lease which has savings will result in lower debt service payments since interest rates have risen. Therefore, it would be prudent to charge purchases back. Since we could not find a 10 year asset to charge back to the FY2016-10 year lease, $50K will be returned to the City.

It is anticipated the not all purchases listed on the FY2017 capital lease will be made. On the Consent Agenda, two items have been identified that were not originally on the adopted listing but can be substituted: a utility vehicle seen on the Consent Agenda item E and wireless networking equipment for the coliseum seen on Consent Agenda item F. In addition, the balance of the payments on the design for the city hall annex demolition have been added for financing as originally adopted in the FY2016 lease but work was not completed.

The FY2017 lease savings may be significant and will not be executed until this summer after a competitive bid takes place. It is likely that other purchases of equipment, vehicles or projects from the FY2018 capital lease listing could be charged back to the FY2017 lease. Again, in a

rising interest rate environment it may be prudent to utilize this instrument to the benefit of the City.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Commerce Bank

FINANCIAL IMPACT: See detailed discussion above. Debt service will be appropriately adjusted to charge the department or fund who benefits from the lease purchases. The City will receive $50K back in reimbursement from the FY2016 – 10 year lease.

COMMUNITY DEVELOPMENT IMPACT: *N/A*

Link to Comprehensive Plan/Downtown Plan Goals: N/A

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

Respectfully submitted for Council consideration.

Prepared by: Carla A. Murillo, Budget Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- FIN 2B EXHIBIT 1 FY16 Capital Lease Equipment Changes
- FIN 2C EXHIBIT 2 FY17 Capital Lease Equipment Changes

FY 2016 Capital Lease Equipment List
Exhibit 2B

Description	Original Council Amount	Adjusted Amount	Difference	Comments
Design to demolish City Hall Annex	$ 68,600	$ 29,600	$ (39,000)	
HAVCO demolition	$ 86,460	$ 86,460	$ -	
Coliseum - Building Automation System	$ 296,830	$ 296,830	$ -	
Fixed Asset replacements - servers, City's firewall, network hardware, data storage devices, software, security cameras, etc.	$ 283,695	$ 279,745	$ (3,950)	
Cardiac Monitor/Defibrillator	$ 29,103	$ 29,103	-	
Oxygen Cylinder Fill Stations (3)	$ 14,770	$ 14,770	$ -	
2016 Ford Utility Police Interceptor	$ 34,352	$ 34,352	$ -	
2016 Kawasaki Mule utility vehicle	$ 16,000	$ 14,573	$ (1,427)	
Caterpillar 430FIT Backhoe	$ 160,692	$ 160,692	$ -	
International Dump Truck Water T&D	$ 161,589	$ 161,589	$ -	
Dodge Grand Caravan	$ 19,985	$ 19,985	$ -	
Ford F350	$ 38,734	$ 38,734	$ -	
Ford F350	$ 61,121	$ 61,121	$ -	
Chevrolet Silverado Truck	$ 21,011	$ 21,011	$ -	
Ford F550 with Aries TV system - Camera Truck	$ 179,104	$ 179,104	$ -	
International Dump Truck - Solid Waste	$ 159,640	$ 159,640	$ -	
Rear Loading Solid Waste vehicle	$ 158,664	$ 158,664	$ -	
Komatsu Front Loader	$ 188,225	$ 188,225	$ -	
Rough Mower	$ 51,853	$ 51,853	$ -	
2 Mowers	$ -	$ 15,714	$ 15,714	
Fire F150 Truck	$ -	$ 28,663	$ 28,663	
5 Year Lease Totals	$ 2,030,428	$ 2,030,428	$ 0	
Vehicle Exhaust systems at Station #2 &#6	$ 118,605	$ 118,605	$ -	
Route 66 Trail Design & Construction	$ 50,634	$ -	$ (50,634)	Unable to capitalize - Commerce bank is willing to return the funds.
Lincoln Garage repairs	$ 242,265	$ 242,265	$ -	
Coliseum - replace video system & board	$ 1,389,605	$ 1,389,605	$ -	
Coliseum - replace Point of Sale system	$ 147,030	$ 147,030	$ -	
10 Year Lease Totals	$ 1,948,139	$ 1,897,505	$ (50,634)	
Grand Totals	$ 3,978,567	$ 3,927,934	$ (50,634)	

FY 2017 Capital Lease Equipment List
Exhibit 2B

Department	Description	Original Council Amount	Adjusted Amount	(Savings)/Loss	Notes
Not Purchased					
Information Services	Agenda Management Software	30,000.00	21,420.00	(8,580.00)	*
Information Services	Records Management Software	50,000.00		(50,000.00)	
Code Enforcement	Car for New Inspector Position	19,000.00	-	(19,000.00)	
Parks	Unit 783 - 6' Upfront Mower	15,000.00	-	(15,000.00)	(Moved to FY16 Lease)
Fire	2007 Ford Expedition XLT 4X4	37,980.00	-	(37,980.00)	(Moved to FY16 Lease)
Fire	2008 Ford Expedition XLT 4X4 - topper	1,675.00	-	(1,675.00)	not ordered
Water Purification	Automated Enzyme Linked Immunoassay Analyzer	27,000.00	-	(27,000.00)	This item was purchased in FY 2016 using Water Funds per Bob Yehl on 7/21/2016.
Water Purification	Replacement Flowmeters for Various Locations in the Water Treatment Plant	50,000.00		(50,000.00)	
Water Purification	Mini PLC/Controllers to replace obsolete filter controllers (18)	90,000.00		(90,000.00)	
Water Purification	Variable Speed Drive - High Service Pump No. 1	70,000.00		(70,000.00)	
U.S. Cellular Coliseum	Security Cameras	40,000.00	-	(40,000.00)	
Information Services	WiFi Access points at Coliseum	-	104,323.00	104,323.00	Added to lease
Facilities	Utility Truck	-	35,478.00	35,478.00	Added to lease
Facilities	Design to demolish City Hall Annex	-	29,000.00	39,000.00	Moved from FY16 Lease
Information Services	Parks & Recreation Registration Software	40,000.00	32,700.00	(7,300.00)	
Information Services	Fixed asset replacements includes servers, larger printers, large format scanners, the	175,000.00	74,000.00	(101,000.00)	*
Building Safety	2002 GMC Sonoma	25,886.50	22,628.31	(3,258.19)	
Facilities	Utility Truck	60,000.00	49,500.00	(10,500.00)	
Parks	2002 Chevrolet 2500	31,930.00	29,283.00	(2,647.00)	
Parks	1999 Ford F250	46,350.00	40,204.00	(6,146.00)	
Parks	2002 Chevrolet 2500	31,930.00	29,283.00	(2,647.00)	
Parks	Unit 781 - 6' Upfront Mower	15,000.00	139,774.04	124,774.04	
Parks	Unit 782 - 6' Upfront Mower	15,000.00	8,065.00	(6,935.00)	
Parks	Unit 748 - Wide area Mower	70,000.00		(70,000.00)	
Parks	Unit 799 - Jacobsen 5111	50,000.00	8,816.74	(41,183.26)	
Parks	Gang Mower for 761	20,000.00	7,042.00	(12,958.00)	
Parks	New - Tip Trailer Used with Unit 715	10,000.00	5,520.00	(4,480.00)	
Public Works Administration	Starcom 21 Equipment/Installation	302,832.90	301,661.27	(1,171.63)	
Engineering	2005 Dodge Dakota	23,690.00	21,446.00	(2,244.00)	
Street Maintenance	2017 1 ton dump	50,923.20	47,238.50	(3,684.70)	
Street Maintenance	2017 1 ton dump	50,923.20	47,238.50	(3,684.70)	
Fleet Management	Replace shop pressure washer	7,416.00	5,711.45	(1,704.55)	
Fleet Management	New 14,000 lbs 4 post vehicle lift	12,875.00	5,375.00	(7,500.00)	
Police	2006 Chevrolet Impala	36,604.50	30,391.13	(6,213.38)	
Police	2011 Chevrolet Impala	35,535.00	30,391.13	(5,143.88)	
Police	2011 Chevrolet Impala	35,535.00	30,391.13	(5,143.88)	
Police	2011 Chevrolet Impala	36,604.50	30,391.13	(6,213.38)	
Police	1999 Ford Crown Victoria	35,535.00	30,391.13	(5,143.88)	
Police	2000 Ford Crown Victoria	35,535.00	30,391.13	(5,143.88)	
Police	2002 Chevrolet Impala	35,535.00	30,391.13	(5,143.88)	

FY 2017 Capital Lease Equipment List
Exhibit 2B

Department	Description	Original Council Amount	Adjusted Amount	(Savings)/Loss	Notes
Police	2002 Chevrolet Impala	35,535.00	30,391.13	(5,143.88)	
Police	1996 Kawasaki Mule	17,510.00	11,754.00	(5,756.00)	
Police	Full Implementation of Body Worn Camera System (Approx) equipment and infrastru	600,000.00	2,815.00	(597,185.00)	
Fire	2007 Ford Expedition XLT 4X4	34,711.00	32,556.00	(2,155.00)	
Fire	Stryker Power-PRO XT Cot Replacement	22,000.00	18,056.84	(3,943.16)	
Fire	IV Administration Pumps (8)	32,000.00	24,000.00	(8,000.00)	
Water Transmission & Distribution	RF Precision Locating Equipment (JULIE)	50,000.00	20,422.00	(29,578.00)	
Water Purification	Field Instrumentation and Dataloggers	42,000.00	34,987.93	(7,012.07)	
Water Purification	Gator for Watershed Field Work and Monitoring	28,000.00	26,936.38	(1,063.62)	
Water Purification	Replacement Turbidimeters for Filters	98,000.00	89,605.00	(8,395.00)	
Water Purification	Survey Grade GPS Unit	45,000.00	43,329.00	(1,671.00)	
Storm Water	2003 Elgin Eagle F1692D	260,590.00	257,127.75	(3,462.25)	
Solid Waste	2004 IH 7400	191,220.75	164,123.00	(27,097.75)	
Solid Waste	2007 Komatsu WA200PT-5	211,150.00	221,523.66	10,373.66	
Solid Waste	2006 JRB	15,450.00	-	(15,450.00)	Included with Komatsu
Solid Waste	2001 JRB	15,450.00	-	(15,450.00)	Included with Komatsu
Information Services	Network Equipment replacement	100,000.00	77,906.07	(22,093.93)	
Lake Maintenance	Replacement Floating Dock Sections	50,000.00	39,498.86	(10,501.14)	*
Water Transmission & Distribution	Leak Detection Equipment	50,000.00	21,390.00	(28,610.00)	
Water Transmission & Distribution	Excavation Shoring Equipment (Hydraulic and Box)	75,000.00	15,921.80	(59,078.20)	
Information Services	Network Storage and Server equipment related to Body-Worn Cameras	50,000.00	72,485.74	22,485.74	
Information Services	Continued Video Conference implementation at Fire Stations	100,000.00	254,894.24	154,894.24	
Parks	1993 IH4900	200,850.00	203,234.00	2,384.00	
Parks	1993 IH4900	200,850.00	203,234.00	2,384.00	
Parks	Unit 730 - Chipper	45,000.00	45,105.00	105.00	
Police	2005 Chevrolet Tahoe	35,535.00	39,974.57	4,439.57	
Police	2005 GMC Yukon XL	38,829.75	39,617.69	787.94	
Fire	Cardiac Monitor/Debrillators	28,000.00	30,650.99	2,650.99	
Water Purification	2005 Ford F350	34,890.50	42,693.00	7,802.50	
The Den at Fox Creek	1999 Chevrolet S10	25,886.50	27,802.00	1,915.50	
* These items are still being purchased.					* These items are still being purchased.
5 Year Lease Totals				(1,074,272.97)	

Department	Description	Original Council Amount	Adjusted Amount	(Savings)/Loss	Notes
Fire	2000 Dash Pumper	721,000.00		(721,000.00)	Not purchased - substituted ambulance below
Fire	1998 Pierce Arrow Pumper	721,000.00	647,125.00	(73,875.00)	
Fire	2006 Ford E340 Ambulance	238,960.00	523,746.00	284,786.00	
10 Year Lease Totals				(510,089.00)	
			Total Savings:	(1,584,361.97)	

CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: April 24, 2017

SUBJECT: Consideration of approving the purchase of one (1) 2017 Ford F350 with a Utility Service body through the capital lease amendment seen on Consent Agenda Item D for the Facilities Management Division of Administration.

RECOMMENDATION/MOTION: Recommend that the purchase of one (1) Ford F350 with Service Body using the Illinois Joint Purchasing Contract number PSD4018301 from Bob Ridings Ford of Taylorville, IL in the amount of $35,478.00 be approved, and authorize the City Manager or designee to execute the necessary documents and to amend the FY2017 capital lease listing to include this utility truck.

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 Facilities Management Division of Administration will be hiring a Utility worker. This employee will concentrate on maximizing the City's Mechanical, HVAC and Electrical systems to run in an efficient and productive manner. Doing so will reduce energy consumption at multiple facilities and should correspond to energy cost savings and reduced mechanical failures to building operating systems. Providing a truck with the utility service body will allow the employee to house components, tools and equipment needed to make repairs at the following City Facilities: City Hall, Police Dept., Public Works Garage, Record Storage, Fleet Garage, Old Engineering, Coliseum, Lincoln, Market and Pepsi Ice Parking Garages.

The vehicle order cut-off date for this contract is 4/30/2017.

The Illinois Joint Purchasing Contract is available to all municipalities in Illinois. Every municipality and government agency in the State of Illinois is authorized to participate in this program. The City of Bloomington has successfully used the Join Purchasing Contracts in the past.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Facilities Management Division, Bob Ridings Fleet Sales

FINANCIAL IMPACT: The new unit will cost a total of $35,478.00, which will be funded by the Capital Lease – Capital Outlay Licensed Vehicle account (40110135-72130). Sufficient budgeted funds are available in the FY 2017 Capital Lease to pay for this vehicle. The Facilities department will be charged for the associated debt service which will be absorbed in their

budget. Stakeholders can locate this in the FY 2017 Budget Book titled "Other Funds & Capital Improvement Program" on page 92. This is contingent upon approval to amend the FY 2017 Capital Lease listing seen on the Consent Agenda item D.

COMMUNITY DEVELOPMENT IMPACT: Ongoing regular maintenance of City facilities provides a safe and comfortable environment for residents, customers and other guests, as well as, reducing energy and repair costs.

Link to Comprehensive Plan/Downtown Plan Goals:
CF-2.2a Ensure new buildings adhere to common standards for energy efficiency, balancing cost-effectiveness with environmental stewardship.

CF-2.2g Carefully consider energy efficiency, alternative energies, and reduction of maintenance costs when expanding, remodeling, or building new community facilities

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

Respectfully submitted for Council consideration.

Prepared by:	Robert Krones Superintendent of Fleet Maintenance Russel Waller, Facilities Manager
Reviewed by:	Steve Rasmussen, Assistant City Manager
Financial & budgetary review by:	Carla Murillo, Budget Manager Patti-Lynn Silva, Finance Director
Legal review by:	Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Bob Ridings Fleet Sales Quote

Bob Ridings Fleet Sales
Todd Crews, Fleet Sales Mgr.
931 Springfield Rd
Taylorville IL 62568

Ph. 217-824-2207 Email toddfleet@aol.com Fax 217-824-4252

Thursday, March 30, 2017

ROB KRONES
CITY OF BLOOMINGTON
336 S MAIN ST
BLOOMINGTON, IL 61701

Dear Rob:

Thank you for your inquiry about our Fleet Sales Program, note this proposal is in association with our State of Illinois Purchase Contract # PSD 4018301. We are pleased you are again considering us for your new truck and we can order it as follows. Delivery is estimated in 120 days+ after your order, note THIS PROPOSAL LETTER IS NOT AN ORDER, you must issue a purchase order to confirm, ***ORDERS DUE BY 4-30-17 or INQUIRE!*** Call if any questions or changes and thanks,

1 ***2017 Ford F350 REGULAR Cab 2wd Chassis ONLY***
Includes All Standard Pkg Equipment
6.2 Litre V8 w/6spd Automatic
Air Conditioning Tilt Wheel AM/FM Upfitter Switch Panel
BASE COST $22,985.00
USE SINGLE REAR WHEELS (F3E) $800.00
Includes 18" Wheels & Tires, 10,200 Min GVWR
STD 60" Cab/Axle, 40 Gallon Rear Fuel Tank
ADD Cruise Control $215.00
AM/FM w/CD $255.00
NOT ORDERED Power Windows/Locks/Mirrors
3.73 Electronic Locking Axle $330.00
All Season Tires, ADD SPARE Tire $350.00
Heavy Service Suspension $125.00
Daytime Running Lights $45.00
Factory Backup Alarm $130.00
Built in Factory Trailer Brake $249.00
110V Power Outlet $75.00
Factory Running Boards $300.00
Rearview Camera Kit, Ship loose $395.00
UPFITTER INSTALL CAMERA $170.00
(2) EXTRA Program Keys $100.00
KNAPHEIDE 9ft SRW Service Body $5985.00 Paint White
Class V Hitch Receiver $450.00
Compartment Lighting $695.00
4 Way Parking Lamp Strobes, White $675.00
RHINO Liner Spray in Bedliner $575.00
Undercoat $299.00
Delivery to your Location $275.00
New Municipal Lic & Title NOT Ordered
(Z1) White Ext, Steel Gray VINYL 40/20/40 Split Seat, Full Vinyl Floor Covering
YOUR COST, P/O # Pending $35,478.00

NOTE if this outline is incorrect in any way please call me IMMEDIATELY to correct it.
Please contact me with any questions and thanks for your business!

Sincerely,

Todd Crews
Fleet Sales Manager

CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: April 24, 2017

SUBJECT: Consideration of approving the purchase of wireless networking equipment to be installed within the US Cellular Coliseum through the capital lease amendment seen on Consent Agenda Item D.

RECOMMENDATION/MOTION: Recommend that Council approve the purchase of wireless networking equipment (access points, antennas, network switches), along with the required licensing and maintenance support, from Sentinel Technologies, Inc., in the amount of $104,323.00, be approved, and authorize the City Manager or designee to execute the necessary documents and amend the FY2017 capital lease listing to include this equipment.

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

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

BACKGROUND: Staff is seeking Council approval to purchase replacement WiFi access points and supporting networking hardware to replace the aging WiFi network within the US Cellular Coliseum (USCC). The majority of the existing WiFi network hardware was installed in 2006 and is not able to support today's wireless workload. During events today, almost no public WiFi is provided in order to support internal applications used by the management staff. With the WiFi equipment in place today, it's not possible to provide enough wireless capacity to support both.

A firm was engaged to perform a wireless site survey, within the USCC, and develop a wireless site design that would provide strong public and internal wireless access during even the most densely populated events. This new design calls for the number of access points to go from approximately thirty (30) today to approximately seventy (70). Antenna design would also be changed, on access points within the USCC arena, to ensure each can only be used by specific seating areas in order to avoid saturation.

Based on this design, staff released a bid, (Bid #2017-40, Wireless Networking Hardware) seeking proposals for new WiFi access points and supporting network switch hardware. Staff received three responses to the bid which are listed below.

Company	Location	Cost	
Sentinel Technologies	Springfield, IL	$104,323.00	*** recommended
Howard Technology Solutions	Ellisville, MS	$105,938.00	
Converged Digital Networks	Downers Grove, IL	$122,841.30	

Staff is recommending Sentinel Technologies as the lowest responsible bidder.

If approved, this purchase will provide all of the networking hardware necessary for the update of WiFi within the USCC. Staff will then begin working to engage a firm to run data cabling to all of the planned locations of the new access points and, finally, to install and configure this equipment.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Sufficient budgeted funds for the wireless equipment replacement are available in the Capital Lease-Capital Outlay Office & Computer Equipment account (40110135-72120). The coliseum fund will be charged with the appropriate amount of debt service for this purchase and will be absorbed within their budget. Stakeholders can locate this in the FY 2017 Budget Book titled "Other Funds & Capital Improvement Program" on page 92 and 94. This is contingent upon approval to amend the FY 2017 Capital Lease listing seen on the Consent Agenda item D.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by: Scott Sprouls, Information Services Director

Financial & budgetary review by: Carla Murillo, Budget Manager
Patti-Lynn Silva, Finance Director

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Purchase contract for Wireless Equipment

CITY OF BLOOMINGTON
CONTRACT WITH

FOR
Purchase of Wireless Networking Equipment

THIS AGREEMENT, dated this 24th day of April, 2017, is between the City of Bloomington (hereinafter "CITY") and (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

Section 2. Incorporation of Bid/RFP/RFQ & Proposal Terms. This work was subject to the following procurement initiative by the CITY:
BID #2017-40, Wireless Networking Hardware (hereinafter "Request")

Accordingly, the provisions of the Request and the proposal submitted by CONTRACTOR (hereinafter collectively referred to as "Procurement Documents" and attached as Exhibit A), shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply.

Section 3. Description of Services. CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: All services detailed in the attached Exhibit A, which service obligations are incorporated herein and made a part of this Contract.

Section 4. Payment. For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR one of the following:

☐ A flat fee of $_____ as set forth in the Procurement Documents.

☐ Fees as set forth in the Procurement Documents.

Section 5. Default and Termination. Either party shall be in default if it fails to perform all or any part of this Contract. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting party shall be entitled to all remedies, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney's fees and court costs.

Section 6. **Representations of Vendor.** CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

Section 7. **Assignment.** Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 8. **Compliance with Laws.** CONTRACTOR agrees that any and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 9. **Compliance with FOIA Requirements**. CONTRACTOR further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR shall be responsible for any damages/penalties assessed to CITY for CONTRACTOR'S failure to furnish all documentation in CONTRACTOR'S possession responsive and related to a request within five (5) days after CITY issues a notice of a request.

Section 10. **Governing Law.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 11. **Joint Drafting.** The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 12. **Attorney Fees**. In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

Section 13. **Paragraph Headings**. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 14. **Counterparts.** This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

By: _____ By: _____

Its City Manager Its_____

ATTEST:

By: _____ By: _____

City Clerk Its_____

CONSENT AGENDA ITEM NO. 7G

FOR COUNCIL: April 24, 2017

SUBJECT: Consideration of Approving a Contract with Stark Excavating for the FY 2017 Pump Station Improvements, (Bid # 2017-36) contingent upon the approval of year end budget amendments identified on the regular agenda item 8F.

RECOMMENDATION/MOTION: That the unit prices from Stark Excavating for the FY 2017 Pump Station Improvements in the amount of $923,982.00, be accepted, the contract be approved contingent upon the approval of year end budget amendments identified on the regular agenda item 8F, and authorize the City Manager 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; 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: On April 25, 2016, Council approved a contract with Maurer-Stutz to perform an evaluation of four lift stations (Eagle Crest, Farm Bureau, Fell Avenue, and Sugar Creek) and develop recommendations for needed upgrades at these facilities. Maurer-Stutz completed the evaluations and recommendations for the Eagle Crest, Farm Bureau, and Fell Avenue lift stations in November of 2016.

The evaluations and recommendations included measures that will reduce basement sewer backups, increase worker safety, reduce energy costs, and reduce service disruption at all three lift stations. Additionally, the measures will reduce repair and maintenance costs at the Farm Bureau lift station, and improve emergency response times at the Eagle Crest lift station. More specifically, the recommended improvements include:

- Larger piping to reduce the chance of basement backups
- New exterior quick connect suction pipes at all three lift stations
- A new pipe configuration at the Fell Avenue lift station
- Smaller pumps and improved drainage infrastructure at the Farm Bureau lift station.
- New exterior quick connect suction pipes at the Eagle Crest lift station.

Specific Pump Station Issues and Proposed Improvements

Fell Avenue Pump Station Upgrades

Issue:

- During large storm events the pump system requires additional capacity to keep up with the storm to keep from flooding basements of nearby houses.
- When the pumps fail, crews are required to open the hatch to access the flooding wet well and feed the pump hose into the well. There is a possibility that under emergency situations a crewmember could fall into the well while trying to get the pump hose into the sewage to pump down the well.

Upgrades:

- New larger piping will be installed to reduce chances of basement backups.
- New water yard hydrant and service line that will allow crews to access water near the work area during maintenance activities and during emergencies.
- A quick connect pipe, which has an intake located near the bottom of the wet well. This pipe will allow City personnel to hook the pump from the outside of the well, while minimizing time around an open hatch and time to hook up the portable pump.

Farm Bureau Pump Station & Basin Upgrades

Issue:

- Pump station originally designed with 3 high capacity pumps and each pump is approximately $85,000.
- Two of the three pumps have failed and are not currently operating

Upgrades:

- New smaller capacity pumps (3) that cost less than $20,000 will use less electricity and lower electric costs
- New electrical upgrades to work with the new smaller pumps.
- New gravity pipe into lift station that will convert the detention pond from a fully pumped system to a partial gravity/partial pump system.

Issue:

- Sediment has built up in the bottom, which restricts flow and keeps the basin wet and unable to be mowed. The lack of mowing allows vegetation to get out of control and creates an even wetter bottom.
- There are five pipes the contribute flow to the basin that flow with sump pump water even in dryer periods between rain events, which contributes to the unmaintainable wet bottom.
- Pipe under drains are not accessible for maintenance and likely plugged with dirt. Clogged underdrains contribute to the wet unmaintainable bottom.

Upgrades:

- New perimeter piping system to capture the low flow and sump pump drains at each of the 5 contributing pipes. This piping system will carry the low flows to the lift station and allow the bottom of the basin to dry.

- Vegetation will be stripped and excess sediment removed, which will allow the bottom of the basin to drain to the pump station
- New under drains will be installed with access structures at each end, which will allow cleaning of the under drains.

Eagle Crest Pump Station Upgrades

Issue:

- When the pumps fail, crews are required to open the hatch to access the flooding wet well and feed the hose into the well. There is a possibility that under emergency situations a crew member could fall into the well while trying to get the pump hose into the sewage to pump down the well.
- There is only a small entrance along Forte Jesse Road to park and maneuver trucks, personnel and equipment.

Upgrades:

- A quick connect pipe, which has an intake located near the bottom of the wet well. This pipe will allow City personnel to hook the pump from the outside of the well, while minimizing time around an open hatch and time to hook up the portable pump.
- A new driveway and fencing to allow crews access on the east side of the pump station away from the traffic of Forte Jesse Road.
- New water yard hydrant and service line that will allow crews to access water near the work area during maintenance activities and during emergencies.

Sugar Creek Pump Station Upgrades

Issue:

- When the pumps fail, crews are required to open the hatch to access the flooding wetwell and feed the hose into the well. There is a possibility that under emergency situations a crewmember could fall into the well while trying to get the pump hose into the sewage to pump down the well.

Upgrades:

- A quick connect pipe, which has an intake located near the bottom of the wet well. This pipe will allow City personnel to hook the pump from the outside of the well, while minimizing time around an open hatch and time to hook up the portable pump.

On January 23, 2017, Council authorized a Change Order to have Maurer-Stutz complete final designs. Maurer-Stutz finalized the plans and bidding documents according to the above mentioned recommendations and the City's Procurement Staff advertised the FY2017 Pump Station Improvements for bids beginning on Tuesday, February 28, 2017. Bids were received until 1:30 PM Friday, March 24, 2017, in the office of the City Clerk. Two bids were received and opened in the City Hall Procurement office. The bid tabulation is attached.

	(Bid)
Stark Excavating, Inc. (Low Bid)	**$ 923,982.00**
George Gildner, Inc.	$ 1,183,880.00
Engineer's Estimate	$ 773,370.00

Staff recommends awarding the contract to the low bidder, Stark Excavating, in the amount of $923,982.00.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on February 28, and March 7, 2017, and a pre-bid meeting was held at 1:30 PM on March 7, 2017, in the Public Works Department Auxiliary Conference Room.

FINANCIAL IMPACT: The Sewer Rehabilitation portion of this projects is appropriated in the FY 2017 Budget in the account listed below. The Storm Water Fund has $550,000 budgeted for this project. A contingent budget transfer from the Capital Improvement Fund in the amount of $236,818 is necessary to cover the additional cost which is seen on the regular agenda item 8F. Stakeholders can locate this in the FY 2017 Adopted Budget Book titled "Proposed Overview & General Fund Budget" pages 141, 152, 388, 389 and 412. The purchase order will be as follows: $786,818 will come from Storm Water-Sewer Construction & Improvement account (53103100-72550). The remaining $137,164 will be paid by the Sanitary Sewer-Sewer Construction & Improvement account (51101100-72550).

COMMUNITY DEVELOPMENT IMPACT: *Not Applicable*

Link to Comprehensive Plan/Downtown Plan Goals: Not applicable

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:
Future operational and maintenance costs will be significantly reduced after completion of this project, due to the reduction of electricity demands and less expensive pumps and electrical systems equipment. The new pumps being installed are 10 horsepower and will replace the existing 50 horsepower pumps. New electrical upgrades will service the new equipment and therefore will require less staff time dedicated to service older equipment and infrastructure. Along with the new pumps and electrical upgrades, the basin is being modified to gravity flow at higher elevations and only use the new smaller pumps to drain the bottom of the basin. The use of additional drainage capacity to gravity drain the basin will also save on operational costs.

Respectfully submitted for Council consideration.

Prepared by: Wardney F. Snarr, PE, CE II

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

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:

- PW 4B Bid Tabulation
- PW 4C Location Map
- PW 4D Contract

Bid Tabulation

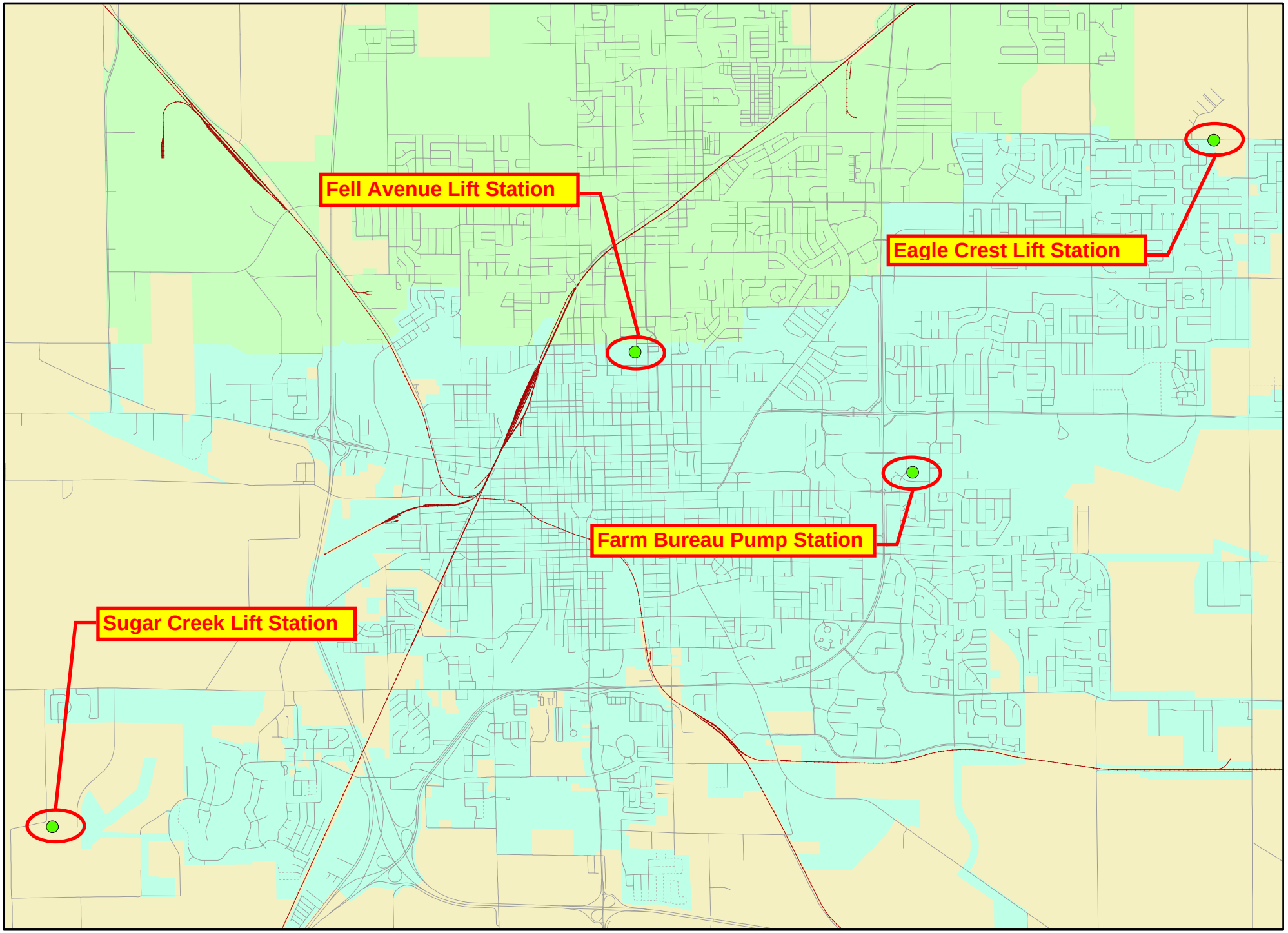
FY2017 Pump Station Improvements
PROJECT NO. 50-29-53012-17-00
3/24/2017

						Low Bid			
				Engineer's Estimate		Stark Excavating, Inc.		George Gildner, Inc.	
Item	Description	Unit	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
Base Bid									
1	Installation of suction pipe and transducer pipe in wet well (Eagle Crest)	EA	1	$3,500.00	$3,500.00	$9,500.00	$9,500.00	$6,520.00	$6,520.00
2	Installation of water line and yard hydrant (Eagle Crest)	LS	1	$7,000.00	$7,000.00	$5,600.00	$5,600.00	$5,295.00	$5,295.00
3	Installation of gravel drive and culvert (Eagle Crest)	LS	1	$15,000.00	$15,000.00	$12,000.00	$12,000.00	$12,200.00	$12,200.00
4	Installation of gate in east fence line (Eagle Crest)	EA	1	$5,000.00	$5,000.00	$2,900.00	$2,900.00	$2,800.00	$2,800.00
5	Site grading (Eagle Crest)	LS	1	$3,000.00	$3,000.00	$1,200.00	$1,200.00	$600.00	$600.00
6	Seeding and mulching (Eagle Crest)	LS	1	$1,000.00	$1,000.00	$1,900.00	$1,900.00	$1,800.00	$1,800.00
7	Demolition of piping and yard hydrant (Fell Ave.)	LS	1	$11,500.00	$11,500.00	$500.00	$500.00	$6,000.00	$6,000.00
8	Installation of water line and yard hydrant (Fell Ave.)	LS	1	$4,500.00	$4,500.00	$2,200.00	$2,200.00	$2,400.00	$2,400.00
9	Installation of suction pipe and transducer pipe in wet well (Fell Ave.)	EA	1	$3,500.00	$3,500.00	$9,500.00	$9,500.00	$12,000.00	$12,000.00
10	Installation of new 6" piping and valves (Fell Ave.)	LS	1	$22,500.00	$22,500.00	$39,000.00	$39,000.00	$32,000.00	$32,000.00
11	Installation of steps in valve vault (Fell Ave.)	LS	1	$1,000.00	$1,000.00	$350.00	$350.00	$600.00	$600.00
12	Site restoration, including fence, concrete drive, gravel lot, seeding & mulching (Fell Ave.)	LS	1	$8,000.00	$8,000.00	$7,500.00	$7,500.00	$8,400.00	$8,400.00
13	Installation of suction pipe and transducer pipe in wet well (Sugar Creek)	EA	1	$6,500.00	$6,500.00	$9,500.00	$9,500.00	$19,000.00	$19,000.00
14	Detention basin brush & tree removal (Farm Bureau)	LS	1	$25,000.00	$25,000.00	$24,000.00	$24,000.00	$6,000.00	$6,000.00
15a	Detention basin earthwork - 0 to 2000 cy removed (Farm Bureau)	CY	2000	$15.00	$30,000.00	$32.00	$64,000.00	$70.00	$140,000.00
15b	Detention basin earthwork - 2000 to 5000 cy removed (Farm Bureau)	CY	3000	$14.00	$42,000.00	$17.50	$52,500.00	$38.00	$114,000.00
15c	Detention basin earthwork - 5000 to 7000 cy removed (Farm Bureau)	CY	2000	$13.00	$26,000.00	$17.50	$35,000.00	$28.00	$56,000.00
16	Installation of 12" Storm Sewer (SDR 26 PVC or dual wall HDPE) (Farm Bureau)*	LF	852	$50.00	$42,600.00	$50.00	$42,600.00	$94.00	$80,088.00
17	Installation of 10" Storm Sewer (SDR 26 PVC or dual wall HDPE) (Farm Bureau)*	LF	52	$40.00	$2,080.00	$50.00	$2,600.00	$60.00	$3,120.00
18	Installation of 8" drain tiles (Farm Bureau)	LF	1373	$30.00	$41,190.00	$34.00	$46,682.00	$59.00	$81,007.00
19	Installation of Inlets #1 to #5 (Farm Bureau)	EA	5	$2,000.00	$10,000.00	$950.00	$4,750.00	$900.00	$4,500.00
20	Installation of Storm Manhole #1 (6' Dia.) (Farm Bureau)	EA	1	$7,500.00	$7,500.00	$4,500.00	$4,500.00	$4,700.00	$4,700.00
21	Installation of Storm Manhole #2 (6' Dia.) (Farm Bureau)	EA	1	$7,500.00	$7,500.00	$5,500.00	$5,500.00	$5,200.00	$5,200.00
22	Installation of Storm Manholes #4, #5, #8, #9 and #10 (4' Dia.) (Farm Bureau)	EA	5	$4,000.00	$20,000.00	$4,300.00	$21,500.00	$3,000.00	$15,000.00
23	Installation of Storm Manhole #6 (5' Dia.) (Farm Bureau)	EA	1	$6,000.00	$6,000.00	$5,900.00	$5,900.00	$3,800.00	$3,800.00
24	Installation of Storm Manholes #3 and #7 (6' Dia.) (Farm Bureau)	EA	2	$7,500.00	$15,000.00	$9,800.00	$19,600.00	$4,400.00	$8,800.00
25	Installation of gravel drive at pump station (Farm Bureau)	LS	1	$4,500.00	$4,500.00	$2,000.00	$2,000.00	$4,800.00	$4,800.00
26	Remove existing storm pump (Farm Bureau)	EA	1	$9,000.00	$9,000.00	$5,900.00	$5,900.00	$4,500.00	$4,500.00
27	Remove concrete slabs above pumps; cut opening in east wall of pump station (Farm Bureau)	LS	1	$10,000.00	$10,000.00	$6,500.00	$6,500.00	$10,600.00	$10,600.00
28	Grading and slope paving on east side of pump station (Farm Bureau)	LS	1	$7,000.00	$7,000.00	$4,000.00	$4,000.00	$12,000.00	$12,000.00
29	Installation of storm pumps and piping (including concrete work) (Farm Bureau)	EA	3	$50,000.00	$150,000.00	$86,000.00	$258,000.00	$91,450.00	$274,350.00
30	Intallation of sump pump and piping (Farm Bureau)	LS	1	$5,000.00	$5,000.00	$12,000.00	$12,000.00	$21,200.00	$21,200.00
31	Seeding and mulching disturbed areas around pump station (Farm Bureau)	LS	1	$3,000.00	$3,000.00	$28,500.00	$28,500.00	$35,200.00	$35,200.00
32	Electrical demolition (Farm Bureau)	LS	1	$10,000.00	$10,000.00	$3,500.00	$3,500.00	$4,600.00	$4,600.00
33	Electrical improvements (Farm Bureau)	LS	1	$70,000.00	$70,000.00	$30,400.00	$30,400.00	$32,000.00	$32,000.00
34	Point Repairs (Eagle Crest, Fell Ave., Sugar Creek, Farm Bureau)	LS	1	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00
35	Traffic Control (Eagle Crest, Fell Ave., Sugar Creek, Farm Bureau)	LS	1	$20,000.00	$20,000.00	$1,500.00	$1,500.00	$15,000.00	$15,000.00
36	Mobilization & Demobilization (Eagle Crest, Fell Ave., Sugar Creek, Farm Bureau)	LS	1	$15,000.00	$15,000.00	$30,900.00	$30,900.00	$30,000.00	$30,000.00
37	Construction Layout (Eagle Crest, Fel Ave., Sugar Creek, Farm Bureau)	LS	1	$3,000.00	$3,000.00	$10,000.00	$10,000.00	$7,800.00	$7,800.00
	Project Total =				$773,370.00		**$923,982.00**		$1,183,880.00

City of Bloomington ILLINOIS

LOCATION MAP

0 2,400 4,800 9,600 Feet



AGREEMENT

THIS AGREEMENT, Made and entered into this _____**,** by and between**, Stark Excavating, 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 **February 28, 2017,** by advertisement, call for bids for furnishing all labor and material for the construction of **FY 2017 Pump Station Improvements** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **Friday, March 24, 2017**, submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **FY 2017 Pump Station Improvements** 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 **FY 2017 Pump Station Improvements** 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 **$923,982.00** 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 within **180 calendar days** of issuance of the written NOTICE TO PROCEED.

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

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:_____
City Manager

WITNESS:

CONTRACTOR (Seal)

_____

CONSENT AGENDA ITEM NO. 7H

FOR COUNCIL: April 24, 2017

SUBJECT: Consideration of approving a bid (ReBid #2017-38) and Contract from CAD Construction, Inc. for replacement of the Lake Bloomington Water Treatment Plant Annex Roof.

RECOMMENDATION/MOTION: Recommend that the bid and contract from CAD Construction, Inc. for replacement of the Lake Bloomington Water Treatment Plant Annex Roof (Base Bid + Alternates 2 – Steel Roof, 3 – Gutters & Downspouts & 4 – Lightning Protection) in the amount of $138,245 be accepted and the City Manager and City Clerk authorized to execute the necessary documents.

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

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

BACKGROUND: The roof on the Lake Bloomington Water Treatment Plant Annex is approximately 35 years old and beginning to fail. During the past two years, multiple leaks in the roof have developed and been temporarily repaired. The existing roof is comprised of a single layer of asphalt shingles. Although no warranty documentation could be found, high quality asphalt shingles installed during the respective time period typically had a 30 year warranty. Given the ongoing leaks and age of the roof, complete replacement is warranted.

Plans and specifications for roof replacement were completed by City staff and the project was bid with four alternates. The base bid includes complete removal and disposal of the existing shingle roof, repair of damaged or deteriorated sheathing and repair of damaged or deteriorated rafters. Alternate 1 includes installation of a new asphalt shingle roof. Alternate 2 includes installation of a new steel roof. Alternate 3 includes installation of new gutters and downspouts. Alternate 4 includes replacement of the existing lightning protection on the building.

As shown on the attached Bid Tab, only one bid from CAD Construction, Inc. was received. Their total bid for an asphalt shingle roof was $112,155.00 and $138,245.00 for a steel roof. Although the existing shingle roof is approximately 35 years old, current asphalt shingles are not near as durable and typically do not have the same longevity. In addition, the warranties for asphalt shingles are prorated past 5 years. Given these concerns about asphalt shingles and the minimal price difference, staff prefers the steel roof alternate. For the steel roof alternate, the project specifications required the Contractor to have installed five projects of similar scope and magnitude that have been in service for a minimum of two years with satisfactory performance. Although CAD Construction, Inc. did not submit information that met this requirement during the original bid, their rebid submittal met the requirement. A copy of the prior steel roof projects submitted by CAD Construction, Inc. for both the original and rebid is

attached. As shown, most of the roofs included in the original bid have been in service for less than 2 years and all of the roofs submitted in the rebid have been in service for at least 2 years.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The original pre-bid meeting was held on March 6, 2017 with 3 roofing contractors in attendance. The original bid opening was held on March 13, 2017 at 11:00 am in City Hall. The rebid opening was held on April 10, 2017 at 2:00 pm in City Hall.

FINANCIAL IMPACT: Funds are included in the FY 2017 Budget under Water Purification-Buildings account (50100130-72520) in the amount of $250,000. Stakeholders can locate this in the FY 2017 Budget Book titled "Other Funds & Capital Improvement Program" on pages 125, 274, 348, and 375-376.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by:	Russel Waller, Facilities Manager
Reviewed by:	Robert D. Yehl, PE, Water Director
Financial & budgetary review by:	Chris Tomerlin, Budget Analyst Carla Murillo, Budget Manager
Legal review by:	Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments:

- Bid Tab
- CAD Construction, Inc. Steel Roof References
- Contract

City of Bloomington, Illinois
Lake Bloomington Water Treatment Plant Annex Roof Replacement
ReBid 2017-38
BID TABULATION

				CAD CONSTRUCTION, INC.	
Base Bid Items		**Units**	**Quantity**	**Unit Cost**	**Total Cost**
1	Remove & Dispose Existing Roof	LS	1	$ 22,900.00	$ 22,900.00
2	Repair Deteriorated Sheathing	SF	2500	$ 3.69	$ 9,225.00
3	Chemical Room Roof Removal & Replacem	SF	310	$ 10.50	$ 3,255.00
4	Rafter Repair Contingency	LS	1	$ 8,000.00	$ 8,000.00
Base Bid Totals					$ 43,380.00
Alternate Items		**Units**	**Quantity**	**Unit Cost**	**Total Cost**
1	Install New Asphalt Shingle Roof	LS	1	$ 59,400.00	$ 59,400.00
2a	Install New Steel Roof - Exposed Fastener	LS	1	$ 65,665.00	$ 65,665.00
2b	Install New Steel Roof - Standing Seam	LS	1	$ 19,825.00	$ 19,825.00
3a	Gutter Replacement	FT	350	$ 10.65	$ 3,727.50
3b	Downspout Replacement	FT	350	$ 9.45	$ 3,307.50
4	Remove & Replace Lightning Protection	LS	1	$ 2,340.00	$ 2,340.00
Base Bid + Alternates 1, 3 & 4 Totals					$ 112,155.00
Base Bid + Alternates 2, 3 & 4 Totals					$ 138,245.00

Project	Date	Contact	Phone
Chicago Metro Water District - Cuba Roofs - Exposed Fastener Roofs	Spring 2016	Mike Ward - Site Supt.	309-224-2453
Bloomington Park District - Miller Zoo Flamingo Exhibit	Summer 2016	Jay Tetzloff - Bloomington Zoo	309-261-6304
IDOT District 7 Mattoon - Standing Seam Roof	Spring 2016	David Buzzard - IDOT	217-663-8335
IDOT District 7 Effingham -New pole barn	Spring 2016	Bob Bauer - Illinois CDB	618-874-6589
Galesburg City Hall Roof - Standing Seam Roof	Spring 2016	Kraig Boynton - City of Galesburg	309-345-3678
Coady Park Pavilion - Paxton Park District - Exposed Fastener Roof	Spring 2015	Ryan Reber - Architect	217-898-2984
Quick Electrical Shop - New pole barn - Fairview, IL	Fall 2015	Aaron Quick - Owner	309-338-1077

Year	Job	Contact	Phone
2013	Marshall Putnam HWY. Dept. Building	Ed Andrews (county engineer at time of build)	309-246-6401
2013	Ball Township Maintenance Building	Scott Cowdrey (Designed Architecture)	217-546-5730
2014	Greenview Nursery Building - Bloomington	Nate (EA Architecture)	309-663-7111
2014	Morton Park District - Idlewood Concessions	Morton Park District	309-263-7429
2014	Decatur Park District - Nelson Park Pavilion #2	Ryan Raleigh (Park District)	217-422-5911
2015	Paxton Park District - Coady Park Pavilion	Ryan Reber (Architect)	217-898-2984

CITY OF BLOOMINGTON
CONTRACT WITH
CAD CONSTRUCTION, INC.
FOR
LAKE BLOOMINGTON WATER TREATMENT PLANT ANNEX ROOF REPLACEMENT

THIS AGREEMENT, dated this 24th day of April , 2017, is between the City of Bloomington (hereinafter "CITY") and CAD CONSTRUCTION, INC. (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

Section 2. Incorporation of Bid/RFP/RFQ & Proposal Terms / Prevailing Wage.

This work was subject to the following procurement initiative by the CITY:

Lake Bloomington Water Treatment Plant Annex Roof Replacement (ReBid 2017-38) (hereinafter "Request")

Accordingly, the provisions of the Request and the proposal submitted by CONTRACTOR (hereinafter collectively referred to as "Procurement Documents" and attached as Exhibit A), shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply. This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

Section 3. Description of Services. CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: Replace the existing Water Treatment Plant Annex roof and other related work. Specifically Base Bid + Alternates 2 – Steel Roof, 3 – Gutters & Downspouts & 4 – Lightning Protection.

Section 4. Payment. For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR one of the following:

☑ A flat fee up to $138,245.00 as set forth in the Procurement Documents.

☐ Fees as set forth in the Procurement Documents.

Section 5. Default and Termination. Either party shall be in default if it fails to perform all or any part of this Contract. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting party shall be entitled to all remedies, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney's fees and court costs.

Section 6. Representations of Vendor. CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

Section 7. Assignment. Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 8. Compliance with Laws. CONTRACTOR agrees that any and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 9. Compliance with FOIA Requirements. CONTRACTOR further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR shall be responsible for any damages/penalties assessed to CITY for CONTRACTOR'S failure to furnish all documentation in CONTRACTOR'S possession responsive and related to a request within five (5) days after CITY issues a notice of a request.

Section 10. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 11. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 12. Attorney Fees. In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

Section 13. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 14. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON	CAD CONSTRUCTION, INC.
By: _____ Its City Manager	By: _____ Its____
ATTEST:	
By: _____ City Clerk	By: _____ Its____

CONSENT AGENDA ITEM NO. 7I

FOR COUNCIL: April 24, 2017

SUBJECT: Consideration of rejecting all Bids (Bid #2017-39) for Demolition of the City Hall Annex.

RECOMMENDATION/MOTION: Recommend that all bids for Demolition of the City Hall Annex be rejected and staff authorized to rebid the project.

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

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

BACKGROUND: The City Hall Annex is past its useful life and has been vacant for several years. The roof is leaking, mold is present throughout the building, ceilings are collapsing and the rafters are showing signs of failure. Interior photos of the Annex are attached. The space created by the demolition will be used by Fleet Management for vehicle maneuvering and staging, equipment and material storage and parking. The project is rather complicated due to existing utility installations, grade differences and proximity to other buildings. A map which shows these issues is attached. To accomplish the work in the most efficient manner and find potential cost savings, the project was bid with the following alternates.

BASE BID 1

Base Bid 1 includes the following major work items.

- Relocating fiber optic, communication and traffic signal cables that run through the building.
- Removal and disposal of asbestos containing materials in the building.
- Installation of a permanent retaining wall to accommodate demolition and protect adjacent buildings and underground infrastructure.
- Demolition of the building.
- Installation of concrete pavement and drainage improvements on the site.

ALTERNATE 1.1

Alternate 1.1 includes the installation of a concrete façade on the permanent sheet pile wall. The exposed face of sheet piling is a rust color which is often considered unattractive. Painting the sheet piling can be performed, but requires ongoing long term maintenance. The concrete façade provides a long term maintenance free surface that matches the existing Police Department parking garage walls.

BASE BID 2

Base Bid 2 includes the following major work items.

- Relocating fiber optic, communication and traffic signal cables that run through the building.
- Removal and disposal of asbestos containing materials in the building.
- Installation of a temporary retaining wall to accommodate demolition and protect adjacent buildings and underground infrastructure.
- Demolition of the building.
- Placement and compaction of fill over the building site at a 4:1 slope.
- Removal of the temporary sheet piling.
- Grading, shaping and seeding the fill area.
- Installation of concrete pavement and drainage improvements on the site.

The bids are summarized below and a Bid Tab which includes the Local Preference Purchasing Policy evaluation for all alternates is attached.

ITEM	IRONHUSTLER EXCAVATING	STARK EXCAVATING
Base Bid 1	$594,505.00	$722,300.00
Base Bid 1 + Alternate 1.1	$732,005.00	$764,300.00
Base Bid 2	$449,311.00	$454,400.00

Total Project Budget $350,000.00

Base Bid 1 provides 13,700 square feet of additional space at a cost of $43.40 per square foot. Base Bid 1 + Alternate 1.1 provides the same additional space at a cost of $53.43 per square foot. Base Bid 2 provides 6,050 square feet of additional space at a cost of $75.11 per square foot.

Staff prefer Base Bid 1 + Alternate 1.1. This option provides the most useable space for equipment storage and vehicle parking. The maneuverability issue is also resolved with this option. Currently, fire trucks and other large City vehicles and equipment must be backed into or out of the fleet maintenance area. This operation takes place on Business Route 51 and can block one or even two lanes of the road. The additional space created by the demolition and permanent retaining wall eliminates this dangerous operation. Alternate 1.1 is also preferred since it provides a long term maintenance free surface on the retaining wall. The concrete façade is also more aesthetic than the exposed sheet pile wall, which will be readily visible from Business 51 once the demolition is complete. Visual representations of the three alternates are attached.

As shown above, the bids are considerable higher than the total project budget. The budget for the Annex demolition was created in December 2015 and was based on the Sugar Creek Packing Plant and HAVCO Building Demolition project which had just been bid. The combined areas of the Sugar Creek and HAVCO buildings is approximately twice the area of the Annex. The bid demolition cost per square foot and average costs for sheet pile retaining wall were the basis of the preliminary budget estimate. The Sugar Creek and HAVCO demolition was done at a cost of about $8 per square foot. In comparison, the Annex demolition bids are approximately $50 per square foot for Base Bid 1 + Alternate 1.1 and $30 per square foot for Base Bid 2. A substantial portion of the increased cost is a requirement in the specifications to drive the sheet piling for both base bids only on weekends. This requirement was added due to the expected noise and vibration created during this operation. The requirement adds overtime and extended equipment rental costs. Some of the increased cost is also related to the complexity of the Annex demolition as described above. Another substantial portion is undoubtedly related to increased labor costs.

Similar to the City, contractors and other private businesses are experiencing increased employee health and benefit costs. The improving economy and other local construction projects could also be a factor in the increased costs. The Mclean County Jail Expansion, Portillo's, DeStihl Brewery and Greentop Grocery are some of these current projects.

An irregularity occurred during the bid opening. The Invitation to Bid indicates that acknowledgement of all addenda issued during the bidding process be included with the bid submittal. Due to an internal staff error with the companies email account, one bidder did not include acknowledgement of Addendum 1 which was issued during the bid process. This omission may be considered an advantage or disadvantage and potentially undermines the necessary common standards of competition. Accordingly, a waiver of this irregularity may not be in the best interest of the City.

Due to the substantial difference between the bids and project budget and the aforementioned bid irregularity, staff recommend that all bids be rejected. Staff will re-evaluate the project design and specifications relative to cost savings, such as the weekend sheet pile driving, and rebid the project during the next fiscal year.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The project was advertised in The Pantagraph on March 27, 2017. A pre-bid meeting was held on March 30, 2017 with multiple contractors in attendance. A bid opening was held on April 10, 2017 at 11:00 am in City Hall. The project was also coordinated with the Public Works and Information Services Departments.

FINANCIAL IMPACT: Funds totaling $350,000 were included in the FY 2017 Budget for this project. Since the project will be rebid and funding is not included in the approved FY 2018 Budget, a Budget Amendment will be included when the rebid is presented for Council consideration.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by:	Russel Waller, P.E., Facilities Manager
Reviewed by:	Steve Rasmussen, Assistant City Manager
Financial & budgetary review by:	Chris Tomerlin, Budget Analyst Carla Murillo, Budget Manager
Legal review by:	Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

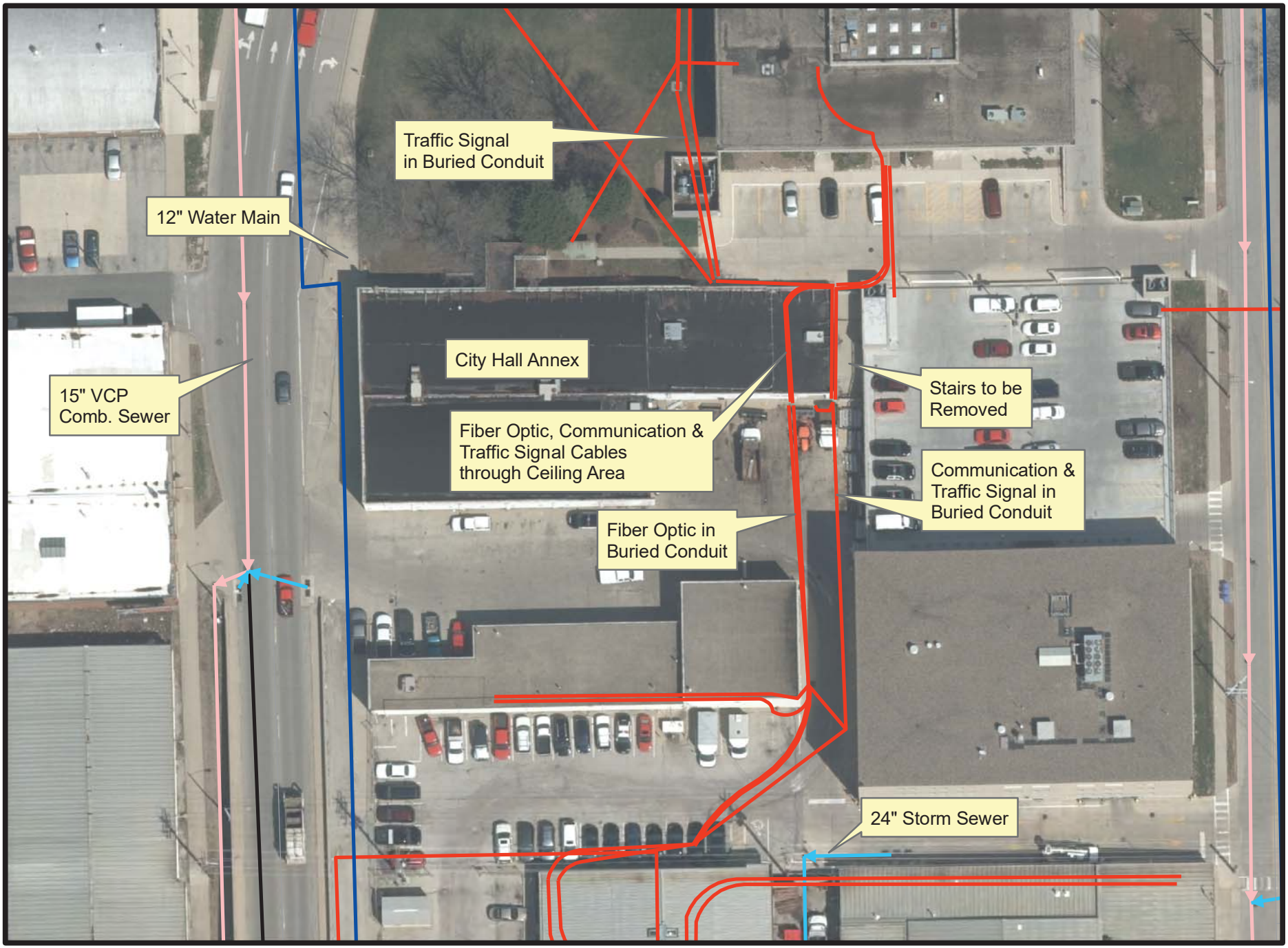


David A. Hales
City Manager

Attachments:

- Map
- Interior Photos
- Bid Tab
- Visual Representation of Alternates

CITY HALL ANNEX - SITE MAP



N
W
E
S

0 25 50 100 Feet

Prepared by Facilities
March 1, 2016





City of Bloomington, Illinois
City Hall Annex Demolition
Bid 2017-39
BID TABULATION

				IRONHUSTLER EXCAVATING		STARK EXCAVATING	
Base Bid 1 Items		**Units**	**Qty**	**Unit Cost**	**Total Cost**	**Unit Cost**	**Total Cost**
1	Fiber, Communication & Signal Cable Relocations, ACM Material Removal, Demolition, Retaining Wall, Pavement, Sidewalk, Seeding & Restoration, Etc. (See Plans & Specs)	LS	1	$ 569,505.00	$ 569,505.00	$ 697,300.00	$ 697,300.00
2	Contingency Items (T&M)	LS	1	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00
	Base Bid 1 Total				$ 594,505.00		$ 722,300.00
	Local Preference Purchasing Policy Adjustment				$ -		$ 21,669.00
	Adjusted Base Bid 1 Total (Evaluation Purposes Only)				$ 594,505.00		$ 700,631.00
Alternate Items		**Units**	**Qty**	**Unit Cost**	**Total Cost**	**Unit Cost**	**Total Cost**
1.1	Retaining Wall Concrete Façade	LS	1	$ 137,500.00	$ 137,500.00	$ 42,000.00	$ 42,000.00
	Base Bid 1 + Alternate 1.1 Total				$ 732,005.00		$ 764,300.00
	Local Preference Purchasing Policy Adjustment				$ -		$ 22,929.00
	Adjusted Base Bid 1 + Alternate 1.1 Total (Evaluation Purposes Only)				$ 732,005.00		$ 741,371.00
Base Bid 2 Items		**Units**	**Qty**	**Unit Cost**	**Total Cost**	**Unit Cost**	**Total Cost**
1	Fiber, Communication & Signal Cable Relocations, ACM Material Removal, Demolition, Temporary Retaining Wall, Fill, Pavement, Sidewalk, Seeding & Restoration, Etc. (See Plans & Specs)	LS	1	$ 424,311.00	$ 424,311.00	$ 429,400.00	$ 429,400.00
2	Contingency Items (T&M)	LS	1	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00
	Base Bid 2 Total				$ 449,311.00		$ 454,400.00
	Local Preference Purchasing Policy Adjustment				$ -		$ 13,632.00
	Adjusted Base Bid 2 Total (Evaluation Purposes Only)				$ 449,311.00		$ 440,768.00



EXISTING CITY HALL ANNEX



BASE BID 1



BASE BID 1 + ALTERNATE 1.1



BASE BID 2

CONSENT AGENDA ITEM NO. 7J

FOR COUNCIL: April 24, 2017

SUBJECT: Consideration of the analysis of bids and award of a contract with Stark Excavating, Inc. for the Lake Bloomington Fill Site Restoration Improvements, Bid No. 2017-43.

RECOMMENDATION/MOTION: That the contract to construct the Lake Bloomington Fill Site Restoration Improvements (Bid No. 2017-43) be awarded to Stark Excavating, Inc. in the amount of $143,450.00 and the City Manager and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2 - Upgrade City Infrastructure and Facilities; Goal 5 – Great Place – Livable, Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 2.B – Quality water for the long term; Objective 5.A – Well-planned City with necessary services and infrastructure.

BACKGROUND: BACKGROUND: For many years the City utilized the area downstream of the dam at Lake Bloomington as a spoil site for excess clean fill. Clean fill stockpiling operations at the site were discontinued when the City received an open dumping violation notice from the Illinois Environmental Protection Agency (IEPA) and a violation notice from the McLean County Building and Zoning Department that the site was not zoned for disposal of fill material. At the council meeting of April 13, 2015, the IEPA violation was cleared when Council approved a Compliance Commitment Agreement (CCA) with the IEPA whereby the City agreed to prohibit dumping and fence off the site. Since that time the area has been fenced and not been utilized by the City. In addition, an agreement was reached with McLean County to re-grade the fill material slopes to a sustainable configuration and plant grass on the slopes.

At the Council meeting of January 23, 2017 a contract was approved with Hanson Professional Services, Inc. to perform design and plan preparation for the restoration of the fill site downstream of the dam at Lake Bloomington. Hanson completed the plans and the project was advertised for bid.

Bids were received in the Office of the City Clerk and opened at 11:00 AM on Wednesday, April 5, 2017 (Tabulation of Bids attached). The results were as follows:

Otto Baum	$149,076.58	
Rowe Construction	$185,859.12	
Illinois Civil Contractors	$193,020.00	
Stark Excavating	$143,450.00	Low Bid
George Gildner	$143,745.00	

Engineer Estimate of Cost $287,125.00

Staff requests Council accept the proposal of Stark Excavating, Inc. in the amount of $143,450.00.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:
McLean County Building and Zoning Department. The project was advertised for bid in the Pantagraph on March 14, 2017. A pre-bid conference was held on March 21, 2017.

FINANCIAL IMPACT: This project is included in the FY 2017 Budget in the amount of $400,000 under Water Purification-Water Plant Improvements account (50100130-72590). Stakeholders can locate this in the FY 2017 Budget Book titled "Other Funds & Capital Improvement Program" on pages 125, 274, 348 and 377-378.

COMMUNITY DEVELOPMENT IMPACT: Maintaining safe, reliable water supply.

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

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

Respectfully submitted for Council consideration.

Prepared by:	Greg Kallevig, PE, CFM, Civil Engineer II
Reviewed by:	Robert D. Yehl, PE, Water Director Steve Rasmussen, Assistant City Manager
Financial & budgetary review by:	Chris Tomerlin, Budget Analyst Carla Murillo, Budget Manager
Legal review by:	Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Location Map
- Bid Tabulation
- Agreement with Stark Excavating, Inc.

City of Bloomington ILLINOIS

Lake Bloomington

0 2,000 4,000 8,000 Feet

Lake Bloomington Dam
Fill Site Restoration

Hudson

Towanda

Normal

Bloomington

Tabulation of Bids

Lake Bloomington Fill Site Restoration

Local Public Agency: City of Bloomington
County: McLean
Section:
Estimate: 287,125.00

Date: 4/5/2017
Time: 11:00am

					Approved Engineer's Estimate		Name of Bidder:	Otto Baum Co., Inc.		Rowe Construction		Illinois Civil Contractors, Inc.		Stark Excavating, Inc.		George Gildner, Inc.	
							Address of Bidder:	866 N. Main St.		1523 N. Cottage Ave.		420 Pinecrest Drive		1805 W. Washington St.		2031 Ireland Grove Road	
								Morton, IL 61550		Bloomington, IL 61701		East Peoria, IL 61611		Bloomington, IL 61701		PO Box 846	
																Bloomington, IL 61702-0846	
Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total		Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
20200100	EARTHWORK		CY	9,000.00	20.0000	$ 180,000.00		5.36	$ 48,240.00	8.96	$ 80,640.00	11.30	$ 101,700.00	5.08	$ 45,720.00	3.60	$ 32,400.00
21101625	TOPSOIL FURNISH AND PLACE, 6"		SY	12,800.00	6.0000	$ 76,800.00		5.31	$ 67,968.00	5.46	$ 69,888.00	4.60	$ 58,880.00	5.50	$ 70,400.00	5.80	$ 74,240.00
25000300	SEEDING, CLASS 3 (NORTHERN IL SLOPE MIX)		AC	2.00	3000.0000	$ 6,000.00		2,121.21	$ 4,242.42	2,200.00	$ 4,400.00	3,545.00	$ 7,090.00	3,490.00	$ 6,980.00	3,600.00	$ 7,200.00
25000312	SEEDING, CLASS 4A (LOW PROF NAT GRASS)		AC	0.60	3000.0000	$ 1,800.00		2,651.52	$ 1,590.91	2,750.00	$ 1,650.00	4,700.00	$ 2,820.00	2,850.00	$ 1,710.00	4,800.00	$ 2,880.00
25100630	EROSION CONTROL BLANKET		SY	9,750.00	1.5000	$ 14,625.00		2.02	$ 19,695.00	2.09	$ 20,377.50	1.40	$ 13,650.00	1.25	$ 12,187.50	1.50	$ 14,625.00
20800150	PERIMETER EROSION BARRIER		LF	1,600.00	4.0000	$ 6,400.00		3.11	$ 4,976.00	3.22	$ 5,152.00	4.30	$ 6,880.00	2.40	$ 3,840.00	6.00	$ 9,600.00
	STABILIZED CONSTRUCTION ENTRANCE		LS	1.00	1500.0000	$ 1,500.00		2,364.25	$ 2,364.25	3,751.62	$ 3,751.62	2,000.00	$ 2,000.00	2,612.50	$ 2,612.50	2,800.00	$ 2,800.00
						$ -			$ -		$ -		$ -		$ -		$ -
						$ -			$ -		$ -		$ -		$ -		$ -
						$ -			$ -		$ -		$ -		$ -		$ -
				As Read:		$			149,076.58		185,859.12		193,020.00		143,450.00		143,745.00
				Total Bid: As Calculated:		$ 287,125.00			149,076.58		185,859.12		193,020.00		143,450.00		143,745.00

AGREEMENT (To be Completed After Award of Contract)

THIS AGREEMENT, Made and entered into this _____, by and between,_____, 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 **March 14, 2017,** by advertisement, call for bids for furnishing all labor and material for the construction of 50-30-63886-17-00 project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **Tuesday, April 4, 2017**, submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **FILL AREA RESTORATION LAKE BLOOMINGTON** 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 **FILL AREA RESTORATION LAKE BLOOMINGTON** 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 **INSERT CONTRACT AWARD $ AMOUNT** 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 within **90 working days** of issuance of the written NOTICE TO PROCEED.

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

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:_____
City Manager

WITNESS:

CONTRACTOR (Seal)

_____

CONSENT AGENDA ITEM NO. 7K

FOR COUNCIL: April 24, 2017

SUBJECT: Consideration of approving a Request for Proposal (RFP #2017-31) and Agreement with for Golf Professional Instructional Services at the city golf courses between the City and Rick Sellers Golf.

RECOMMENDATION/MOTION: Recommend the RFP (#2017-31) and Golf Professional Instructional Services Agreement with Rick Sellers Golf be approved, and the City Manager and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal Five. Great place – Livable, Sustainable City

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

BACKGROUND:

Purpose
The City is seeking qualified, professional instructors and anticipates entering into a contract with one or more interested professionals to provide golf instruction at the three city courses. The instructor positions will be independent contractors, not employees of the City of Bloomington.

Background
The City operates three golf courses. Highland Park, located at 1613 S. Main Street, opened in 1922, making it the first public golf course in our community. Its' 18 hole classic tree lined layout is home to golfers of all levels and serves as the home course for six high school golf teams. The course has areas two practice putting greens. Prairie Vista, located at 502 W. Hamilton road, opened in 1991, and quickly became one of the finest courses in downstate Illinois. The open, parkland style design makes it a playable course for all golfers. It serves as host courses for many outing and tournaments, including the Illinois High School Association (IHSA) State Finals. The course has a full practice range along with a large short game area. The Den at Fox Creek, located at 3002 Fox Creek Road, opened in 1997, and was designed by legendary golfer, Arnold Palmer. It is the only Arnold Palmer Signature Course in the state of Illinois that is open to the public. Golfers will travel throughout the Midwest for an opportunity to play the course. It is the host to numerous outings, tournaments, including the IHSA State Finals. The course has a full practice range along with a large short game area. The City courses regularly see over 60,000 rounds played and are the home course to multiple leagues, seven (7) high school golf teams, and have a junior golf program with over 70 members.
The main goal of the instruction should be to increase the enjoyment of playing golf for people of all ages, golf handicaps, and abilities with a special emphasis on but not limited to: new and returning golfers, family golf, women, college students, corporate golf, individuals with

disabilities, and youth. The instruction should be geared for individuals as well as groups and camps. It should be noted that any and all pricing charged by the awarded Contractor must be approved by the City of Bloomington on an annual basis.

To meet the needs discussed above, a Request for Proposal (RFP #2017-31) was sent out to both local and national golf professionals. One proposal was received from Rick Sellers Golf. Staff were able to successfully reach an agreement and wish to move forward. Rick Sellers Golf has agreed to pay a monthly rental of $750.00 for 2017 and $1,000.00 per month for 2018 and through the remainder of the agreement. The contract period commences each year in April and goes through the end of the golf season. Rick Sellers is a longtime PGA Professional from the community with a proven track record of both golfer success and the development of new golfers.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: City Purchasing Agent

FINANCIAL IMPACT: Rick Sellers Golf will provide the city golf courses a monthly rental fee of $750.00 for the first year of the agreement which will be from May 2017 to October of 2018. Any future years would see an increase to $1,000 per month. This revenue will be recorded in the Den at Fox Creek – Golf Lessons account (56406420-54860).

COMMUNITY DEVELOPMENT IMPACT: *N/A*

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

Respectfully submitted for Council consideration.

Prepared by:	Jason Wingate, Superintendent of Golf, Parks, Recreation And Cultural Arts
Reviewed by:	Jay Tetzloff, Director of Parks, Recreation and Cultural Arts
Financial & budgetary review by:	Carla A. Murillo, Budget Manager
Legal review by:	Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments:

- Request for Proposal #2017-31
- Attachment #1 – Payment Details

AGREEMENT FOR USE OF GOLF COURSE

This agreement made and entered into as of this __ day of April, 2017 by and between the City of Bloomington, Illinois, a municipal corporation organized and existing under the laws of the State of Illinois (hereinafter referred to as "City"), and Rick Sellers (hereinafter referred to as "Sellers").

WHEREAS, the City owns an 18-hole golf course known as The Den Golf Course ("Golf Course") and

WHEREAS, Sellers desires to provide golf lessons at the Golf Course and the City believes the provision of such lessons to be a benefit to the community and in consideration of the provisions, terms, conditions and covenants contained herein, the City and Sellers do mutually covenant and agree as follows:

1. Rented Space. City hereby agrees to provide nonexclusive space at the practice facilities (i.e. golf range) to Sellers to perform golf lessons at the Golf Course, and other golf course locations owned by the City as may be permitted in writing by the Director of Parks. The use of other golf courses owned and operated by the City shall be under the same terms and conditions of this agreement except as otherwise may be further limited by the Director of Parks.

2. Term. The term of this agreement shall be from May 1, 2017 to April 30, 2020.

3. Rent. The monthly rent shall be $750 per month for the 2017 golf season and $1,000 per month for the 2018 and 2019 golf seasons, payable by the first of each new month. The golf season shall be considered April through October, unless otherwise agreed to by the parties.

4. Maintenance of Area. Sellers shall make no alterations to the golf course or related facilities.

5. Indemnity & Insurance. Sellers shall carry insurance, and shall be responsible, to indemnify, protect and hold harmless the City from any and all claims and demands for damages to property and injury to or death of persons which may arise out of or be caused by Seller's use of the Golf Course, other City property or his provision of golf lessons. Sellers shall also indemnify, protect, and save harmless the City from any and all claims and demands of whatsoever kind which may arise directly or indirectly from Sellers provision of golf lessons and/or the use of City property, including taxes. Sellers shall provide proof of insurance in the amount of $2,000,000 for property damage and personal injury and additional umbrella coverage of $2,000,000. The City shall be named as an additional insured on the Lessee's policy.

6. Termination. Either party may terminate this agreement upon sixty (60) days written notice at any time. Notice shall be given to the parties as follows:

City of Bloomington
Attn: City Manager
Attn: Corporation Counsel
Attn: Parks Director
109 E. Olive Street
Bloomington, IL 61702

Rick Sellers
2047 Somerset Place
Bloomington, IL 61705

7. Hazardous Substance. Sellers shall not introduce or use any such substance on the site in violation of any applicable law.

8. Incorporation of Bid/RFP/RFQ & Proposal Terms. This agreement was subject to the following procurement initiative by the City: RFP #2017031 Golf Professional Instructional Services (hereinafter "Request"). Accordingly, the provisions of the Request and the proposal submitted by Sellers (hereinafter collectively referred to as "Procurement Documents" and attached as Exhibit A), shall be incorporated into this contract and made a part thereof and shall be considered additional contractual requirements that must be met by Sellers. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply.

9. Relationship. The City and Sellers recognize that this agreement does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties. Sellers is not authorized to enter into or commit the City to any agreements, and Sellers shall not represent himself as the agent or legal representative of the City. Sellers is not an employee of the City and shall not be entitled to participate in any of the City's benefits, including without limitation any health or retirement plans that may exist in the future even though none currently exist. The City shall not be liable for taxes, Worker's Compensation, unemployment insurance, employers' liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of Sellers that Sellers may owe. All such costs shall be Seller's responsibility.

10. Miscellaneous. (a) This agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this agreement; (b) this agreement is governed by the laws of the State of Illinois; (c) this agreement (including the Exhibit "A") constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this agreement must be in writing and executed by both parties; (d) if any provision of this agreement is invalid or unenforceable with respect to any party, the remainder of this agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable will not be affected and each provision of this agreement will be valid and enforceable to the fullest extent permitted by law.

CITY OF BLOOMINGTON

By:_____
David Hales, City manager

Attested by:

_____
Cherry Lawson, City Clerk

Date:_____

RICK SELLERS

By:_____

Attested by:

_____

Date:_____

CONSENT AGENDA ITEM NO. 7L

FOR COUNCIL: April 24, 2017

SUBJECT: Consideration of approving a Request for Proposal (RFP #2017-44) and Brush Disposal Agreement between the City and T. Kirk Brush, Inc.

RECOMMENDATION/MOTION: That the RFP be awarded to T. Kirk Brush, Inc. and that the Brush Disposal Agreement between the City and T. Kirk Brush, Inc. for a three (3) year term that will begin on May 1, 2017 through April 30, 2020 with automatic extensions in one-year increments until April 30, 2023, not to exceed $232,615.20 upon mutual agreement, be approved and the City Manager and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: The City continues to collect brush material such as trees and bushes that have been cut or trimmed by the resident or property owner, at the curb and on a bi-weekly basis as well as accepting brush at the City's Drop-Off Facility. Currently, we serve approximately 24,500 households. The City collects approximately 35,000 cubic yards of unprocessed brush material per year.

On March 9, 2017, the City of Bloomington published Request for Proposal #2017-44 for Brush Disposal. T. Kirk Brush, Inc. was the sole bidder and meets all of the required specifications. The Agreement will be awarded for a three (3) year term, starting on May 1, 2017 through April 30, 2020 with a cost per cubic yard, as follows:

First Year: $7.75
Second Year: $7.66
Third Year: $7.58

This agreement may be automatically extended in one-year increments until April 30, 2023, upon mutual agreement.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:

FINANCIAL IMPACT: A total of $232,615.20 for Brush Disposal has been budgeted in Solid Waste - Brush Disposal account (54404400-70655). Stakeholders can locate this information in the FY 2018 Proposed Budget Book titled "Proposed Other Funds Budget" on page 143.

COMMUNITY DEVELOPMENT IMPACT: *Not applicable*

Link to Comprehensive Plan/Downtown Plan Goals: Not applicable

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: *(If applicable)*

Respectfully submitted for Council consideration.

Prepared by: Maria Basalay, Public Works Office Manager

Reviewed by: Jim Karch, Public Works Director

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Brush Disposal Agreement
- Exhibit A

CITY OF BLOOMINGTON
CONTRACT WITH

FOR
Brush Disposal

THIS AGREEMENT, dated this 1st day of May, 2017, is between the City of Bloomington (hereinafter "CITY") and (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

Section 2. **Incorporation of Bid/RFP/RFQ & Proposal Terms.** This work was subject to the following procurement initiative by the CITY:
RFP #2017-44 for Brush Disposal (hereinafter "Request")

Accordingly, the provisions of the Request and the proposal submitted by CONTRACTOR (hereinafter collectively referred to as "Procurement Documents" and attached as Exhibit A), shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply.

Section 3. **Description of Services.** CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: T. Kirk Brush, Inc will accept and dispose of brush collected by the City at the Curb and at the City Drop Off Facility.

Section 4. **Payment.** For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR one of the following:

☐ A flat fee of $_____ as set forth in the Procurement Documents.

☒ Fees as set forth in the Procurement Documents.

Section 5. **Default and Termination.** Either party shall be in default if it fails to perform all or any part of this Contract. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting party shall be entitled to all remedies, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney's fees and court costs.

Section 6. **Representations of Vendor.** CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

Section 7. **Assignment.** Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 8. **Compliance with Laws.** CONTRACTOR agrees that any and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 9. **Compliance with FOIA Requirements**. CONTRACTOR further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR shall be responsible for any damages/penalties assessed to CITY for CONTRACTOR'S failure to furnish all documentation in CONTRACTOR'S possession responsive and related to a request within five (5) days after CITY issues a notice of a request.

Section 10. **Governing Law.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 11. **Joint Drafting.** The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 12. **Attorney Fees**. In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

Section 13. **Paragraph Headings**. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 14. **Counterparts.** This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

By: _____ By: _____

Its City Manager Its_____

ATTEST:

By: _____ By: _____

City Clerk Its_____

SCOPE OF WORK

1. BACKGROUND

1.1 The Public Works Department currently collects brush material at the curb and at the drop off facility located at 402 South East Street. Currently, we serve approximately 24,500 households. Brush material is classified as both trees and bushes that have been cut or trimmed by the resident or owner of the residential property. The City has up to three (3) loader crews that typically have at least one truck dedicated to the collection of brush. The approximate yearly amount of brush is 35,000 cubic yards and each truck that the City brings holds an average of 12 cubic yards of unprocessed brush. The amount of trucks can vary depending on the time of year and associated weather events. The City does not accept material generated by contractors or persons for hire.

1.2. Accordingly, the City of Bloomington is soliciting proposals from qualified offerors to accept and dispose of brush. This contract shall cover the following:

1.2.1. Acceptance of the City's brush material delivered with city vehicles or City's agent vehicles.

1.2.2. Disposal of the City's brush material.

1.2.3. Any potential disposal solutions shall be considered in the selection process.

2. SCOPE OF WORK – GENERAL

2.1. It is the intent of the City of Bloomington, hereinafter called the "City" to enter into a contract with a qualified Contractor, hereinafter the "Contractor," to accept and dispose of the City's brush material for a per cubic yard processing fee or alternate pricing from the Contractor for consideration. The City will allow for this RFP process to be open to other disposal options.

2.2. CONTRACT TERM: The contract will be awarded for a three (3) year term that will begin on May 1, 2017 and be valid through April 30, 2020. This agreement may be automatically extended in one-year increments until April 30, 2023, upon mutual agreement. Prices will remain firm throughout the contract period each year. In the event the Bidder requires a price increase, the City shall reserve the right to solicit quotations and purchase from competitive vendors for the remainder of the contract period.

2.3. Historically, the City of Bloomington collects in the range of 35,000 cubic yards of unprocessed brush material per year. The brush material is picked up by End Loaders and placed into standard size Dump Trucks. Brush is picked up every other week.

The City provides this information for reference only and in no way limits or guarantees quantities of future deliveries or future business. The City shall have no financial responsibility in the event the amount of acceptable waste handled falls short of current or projected quantities.

2.4. Contractor must provide a dumping site within 5 miles of Bloomington's Corporate Limits. Site must provide a hard surface for dumping.

2.5. The Contractor shall provide the necessary permits and approvals to conduct the transfer operations at this facility.

2.6. The Contractor will provide a description on how the City shall receive an invoice for every brush truck that dumps at the location and must specify the tracking system proposed to be utilized for the brush material. The tracking system should be used to provide a monthly report to the City Public Works Department.

2.7. Should contamination be found in the brush material delivered to the Contractor, the City shall remove the contamination upon being notified by the Contractor. The City shall not pay a penalty for the contaminated material.

2.8. Should any act of God occur which can include but shall not be limited to an ice storm or tornado, the City shall not be restricted to deliver its brush material to the Contractor. The City shall reserve the right to dispose of the brush material in an event such as this in a manner that provides for the public safety and welfare. The City would expect that the Contractor would in good faith respond or be available.

2.9. A proposal can be provided that is a partnership between multiple companies. The partnership proposal shall meet all of the minimum requirements in the RFP and any addenda. Additional questions and follow up material may be required, should this be the best option for the City.

2.10. OPERATING HOURS: The Contractor's facility shall be open from 6:00 a.m. to 3:00 p.m. every weekday for the receipt of the City's brush material (with the exception of Christmas Day). Should the City require the facility to remain open beyond these operating hours, the Contractor shall provide a per hour fee for the facility to remain open. This fee shall also be in effect if the facility is needed to be open on Saturday.

2.11. Contractor shall be responsible for consolidating the brush such that there is sufficient room available for brush to be deposited. Consolidation can include but is not limited to pushing up using loader equipment.

2.12.

3. ADDITIONAL PROPOSAL INFORMATION

3.1. PRICING

3.1.1. The City shall accept pricing alternatives from Contractors for consideration.

3.2. CONTRACTOR'S QUALIFICATIONS

3.2.1. The City reserves the right to perform investigations as may be deemed necessary to ensure that competent personnel and management will be utilized in the performance of the contract. Before award of this contract, any offeror may be required to demonstrate, to the satisfaction of the City, that they have or can acquire the necessary facilities, ability, equipment, and financial resources to perform the work in a satisfactory manner. This requirement may be in addition to the information requested for submittal with the proposal.

4. PROPOSAL REQUIREMENTS - BRUSH DISPOSAL

4.1. The technical proposal submission shall include a Qualifications Submittal and an Operational Submittal:

4.1.1. Qualifications Submittal: The Qualifications Submittal shall include the following information:

4.1.1.1. Any information regarding the Contractor's experience and background, which should be considered by the City.

4.1.2. Operational Submittal: The Operational Submittal shall include the following information in the order listed below.

4.1.2.1. A description of the proposed disposal process, including:

A. A listing and description of mobile and stationary equipment to be used to provide the specified services.

B. The Contractor's receiving and processing capacity and the portion of that capacity which is available for material delivered under this contract.

C. A description of materials storage, handling, processing, and shipment methods.

D. Procedures for maintaining the neat and orderly appearance of the Facilities including litter control and odor control.

E. Any other information regarding the Facilities and related operations which should be considered by the City.

PROPOSAL FORM

RFP #2017-44
Brush Disposal

The proposer agrees to contract with the City of Bloomington to provide all necessary services, labor, documents and any other means to do all the work and furnish all the materials specified in the proposal in the manner and time therein as set forth by the proposer and that the proposer will take in full payment the amount set forth hereon. The cost of all labor, material and equipment necessary for the completion of the proposed work, even though not shown or specified, shall be included in the total price for the various items shown herein.

We further agree to complete all of the above work in a complete, neat, and workmanlike manner. The proposer certifies by signature below that it has not been barred from contracting with a unit of State or Local government in the State of Illinois as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

Cost Per Cubic Yard $ year 1 $7.75 year 2 $7.66 year 3 $7.58

Address of Site Location: 510 Rhodes Lane, Bloomington

T. Kirk Brush Inc. _____
Name of Company Authorized Signature

PO Box 5181 Bloomington IL 61702
Address City State Zip

(309) 275-2975 _____
Telephone Number Fax Number

henson726@hotmail.com 3/26/17
Email Address Date

CONSENT AGENDA ITEM NO. 7M

FOR COUNCIL: April 24, 2017

SUBJECT: Consideration of a Resolution supporting rail-banking of Norfolk & Southern right-of-way from Mansfield, IL to Bloomington, IL.

RECOMMENDATION/MOTION: That a resolution supporting the rail-banking of Norfolk & Southern right-of-way from Mansfield, IL to Bloomington, IL be passed, and that the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 6. Great Place-Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE: 6a. Well-planned City with necessary services and infrastructure; 6b. City decisions consistent with plans and policies; 6c. Incorporation of "Green Sustainable" concepts into City's development and plans; 6d. Appropriate leisure and recreational opportunities responding to the needs of residents.

BACKGROUND: The Norfolk & Southern railroad line runs, relatively parallel to I-74, southeast passing through Bloomington and extending towards Champaign-Urbana. City staff and other governmental bodies recently learned that Norfolk Southern Railway may be filing for abandonment for approximately 30 miles of public right-of-way line between Bloomington, IL and Mansfield, IL. If the abandonment occurs, the Illinois Department of Natural Resources, with the support of local governments, will facilitate the negotiations for a "rail-banking" agreement with Norfolk Southern Railway which would encourage the conversion the abandoned railroad into bike and pedestrian trails. The future trail would connect to the existing Bloomington-Normal Constitution Trail System, which was created by a similar "rails to trails" program, and improve the bike connections between Bloomington to Downs, LeRoy and Mansfield.

In 2003, upon learning Norfolk Southern Railway was considering abandonment, the City of Bloomington, along with many other local jurisdictions, proactively adopted resolutions (ORD 2004-23), supporting the rail-banking the aforementioned 30 mile stretch of right-of-way. Unfortunately the plan never came to fruition. Staff is asking council to, once again, proactively support the Department of Natural Resources in this endeavor should Norfolk & Southern Railroad move forward with abandonment. Rail-banking of this corridor can fortify our greenways, improve connectivity, and enhance recreational facilities while promoting eco-tourism and stimulating economic development.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City of Bloomington, Town of Normal, McLean County Board, McLean County Regional Planning Commission and the Heartland of Illinois Resource Conservation and Development (RC&D) Council have passed or are considering resolutions supporting the DNR.

FINANCIAL IMPACT: The improved trail connection could result in easier pedestrian and bicycle transportation between Bloomington, Downs, LeRoy and Mansfield which could yield increased tourism and economic growth. No current financial impact is associated with this council memo.

COMMUNITY DEVELOPMENT IMPACT: The proposed resolution aligns with the following goals and objectives in the City of Bloomington 2035 Comprehensive Plan:

HL-1-3. Enhance the walking, jogging and biking trails system;

NE-4. Increase cooperation and coordination among governments, nonprofits and businesses across the region to address shared environmental issues;

NE-4.1c. Coordinate with railroad companies to expand the use of abandoned railroad rights-of-way for greenways and trails;

TAQ-1.3b. As specified in the Bicycle Master Plan, implement expansion of pedestrian-bicycle trail system to provide greater access an interconnection with other travel modes and report to BPC.

The City of Bloomington Bicycle Master Plan, adopted by Council on May 11 2015, recommends partnering with railroads to identify rail-to-trail and rail-with-trail opportunities (pg 30). Additionally the McLean County Long Range Transportation Plan and Greenways Plan highlight the potential development of trail along this corridor. The pages from these plans are attached to this memo.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: The future costs of this project have not been determined at this time.

Respectfully submitted for Council consideration.

Prepared by:	Katie Simpson, City Planner Kevin Kothe, City Engineer
Reviewed by:	Jay Tetzloff, Parks and Recreation Director Jim Karch, Public Works Director
Financial & budgetary review by:	Chris Tomerlin, Budget Analyst Carla A. Murillo, Budget Manager

Community Development review by: Tom Dabareiner, Community Development Director

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales

City Manager

Attachments:

- Resolution supporting rail-banking of Norfolk & Southern right-of-way from Mansfield, IL to Bloomington, IL
- Proposed Map of the Subject Area
- Pages from supporting plans and documents
    - City of Bloomington Comprehensive Plan
    - City of Bloomington Bicycle Master Plan
    - McLean County Long Range Transportation Plan
    - McLean County Greenways Plan

DRAFT
RESOLUTION NO. 2017 -

A RESOLUTION SUPPORTING RAIL-BANKING OF NORFOLK & SOUTHERN RIGHT-OF-WAY FROM MANSFIELD, IL TO BLOOMINGTON, IL

WHEREAS, indications are that Norfolk Southern Railway will file for abandonment of the railroad right-of-way running from Mansfield, IL to Bloomington, IL in the year 2017; and

WHEREAS, the Illinois Department of Natural Resources, upon said abandonment, will negotiate a rail-banking agreement with Norfolk Southern Railways; and

WHEREAS, Rail-banking of this corridor would preserve greenways, allow for recreational/transportation uses, provide a utility corridor for local governments, and maintain the route for future use a railway; and

WHEREAS, Rail-banking of this corridor has potential to promote tourism, stimulate economic development, provide alternative transportation options, support municipal services and improve the quality of life for communities along and near the corridor; and

WHEREAS, the City of Bloomington 2035 Comprehensive Plan, adopted by Council on August 24, 2015, acknowledges the importance of increased cooperation and coordination among governments, nonprofits, and businesses across the region to address shared environmental issues, including greenways, and identifies coordination with railroad companies to expand the use of abandoned railroad right-of-ways for greenways and trails as a priority; and

WHEREAS, the City of Bloomington Bicycle Master Plan, adopted by Council on May 11, 2015, recommends the City look for rail-to-trail opportunities in partnership with the appropriate railroads; and

WHEREAS, the McLean County Regional Greenways Plan, adopted by the County Board on September 15, 2009, identifies the importance of preserving and developing discontinued railroad right-of-ways for greenways and trails and recognizes the Norfolk Southern Railway as a potential greenway link through the southeaster points of the county, including Moraine View State Park and onward through Champaign-Urbana; and

WHEREAS, the McLean County Long Range Transportation Plan identifies this corridor for future trail extension; and

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

1. That the City of Bloomington City Council supports the efforts of the Illinois Department of Natural Resources to negotiate a rail-banking agreement with Norfolk Southern Railway for the right-of-way running from Mansfield, IL to Bloomington, IL

2. That the City of Bloomington City Council supports the Illinois Department of Natural Resources working with local governments for future recreational trail development and public use of the corridor

PASSED this ___ day of _____, 2017.

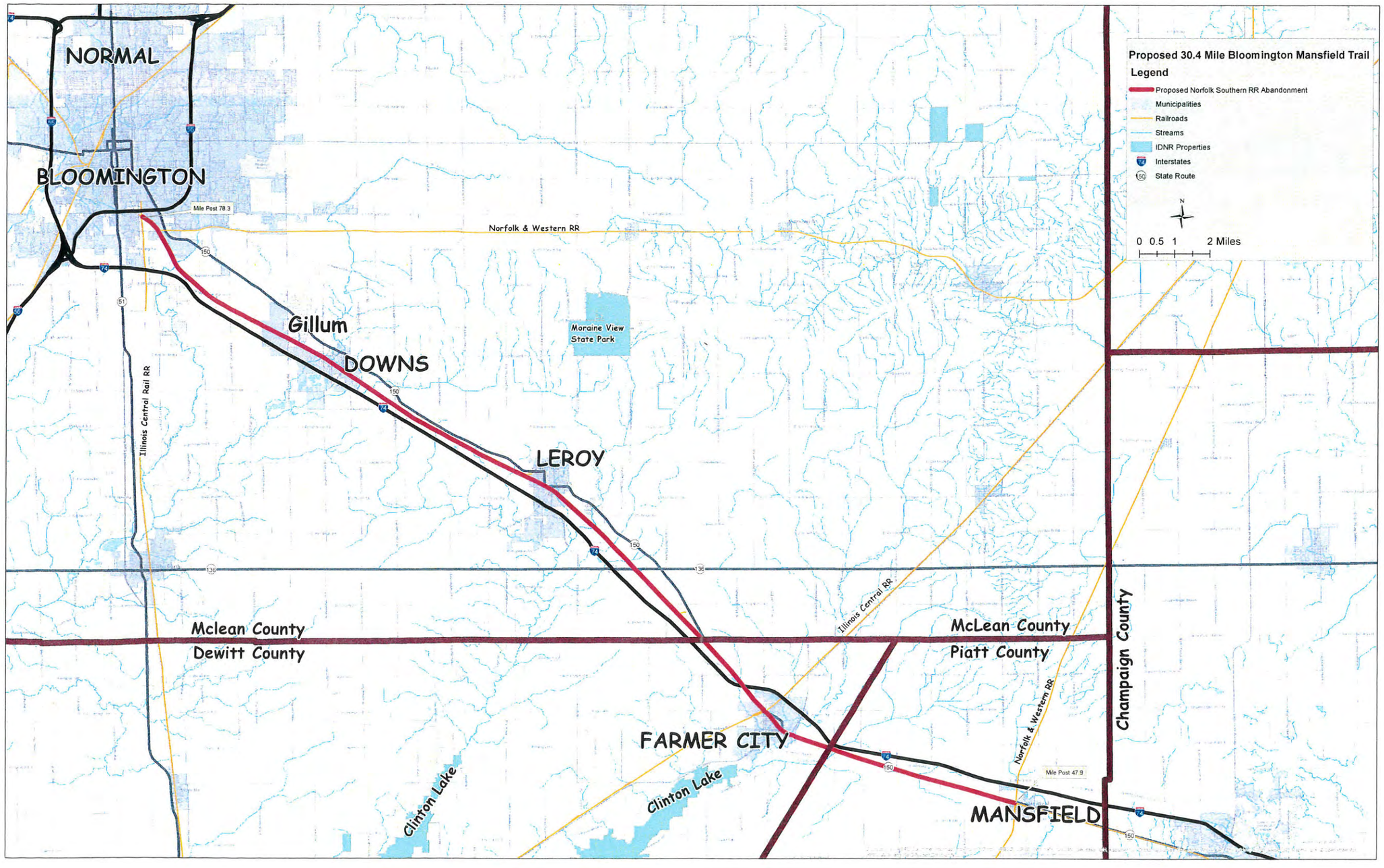
APPROVED this ____ day of _____, 2017.

APPROVED:

ATTEST:

Tari Renner
Mayor

Cherry Lawson
City Clerk


NORMAL
BLOOMINGTON
Mile Post 78.3
Norfolk & Western RR
Gillum
DOWNS
Moraine View
State Park
Illinois Central Rail RR
LEROY
Mclean County
Dewitt County
McLean County
Piatt County
Champaign County
Illinois Central RR
Norfolk & Western RR
FARMER CITY
Clinton Lake
Clinton Lake
Mile Post 47.9
MANSFIELD
Proposed 30.4 Mile Bloomington Mansfield Trail
Legend
Proposed Norfolk Southern RR Abandonment
Municipalities
Railroads
Streams
IDNR Properties
Interstates
State Route
N
0 0.5 1 2 Miles

CITY OF BLOOMINGTON
COMPREHENSIVE PLAN
2035

BRING IT, BLOOMINGTON!

PLAN IT. SEE IT. LIVE IT.









The report was prepared by the McLean County Regional Planning Commission as Phase 3 of the City of Bloomington's Comprehensive Plan.

Adopted August 24, 2015

HL-1. Create a park and green space system that provides for a variety of active and passive recreational and wellness activities for current and future residents.

HL-1.1 Coordinate park planning with other agencies and entities.

METRICS

- Consistent goals and objectives among plan documents

HL-1.1a Keep the City's parks plan current through regular schedule of updates every five years that provide detailed guidelines necessary to plan, finance, develop and manage the individual park facilities and programs. *Bloomington Parks and Recreation, ongoing*

HL-1.1b Maintain consistency among the City's parks plans, adopted comprehensive plan, long range transportation plan and other special purpose plans specifically undertaken to address components of the park systems. *City of Bloomington, ongoing*

PARTNER AGENCIES

MCRPC



Constitution Trail



Miller Park Pavillion

HL-1.3 Enhance the walking, jogging and biking trails system.

METRICS

- # deaths from obesity-related chronic illnesses ↓
- # miles of on-street bike facilities ↑
- # miles of off-street bike lanes and trails ↑
- bike infrastructure (such as bike parking) ↑
- # of walkers to and from schools ↑
- # total mileage of sidewalk ↑
- # miles of sidewalk with rating 5 or above ↑
- # trail count ↑
- # of ADA accessible sidewalks ↑
- # of bicycle/pedestrian collisions ↓

PARTNER AGENCIES

School districts, Community centers, City of Bloomington Community Development, City of Bloomington Police Department, MCHD Health Promotion, IPLAN Obesity Task Force, McLean County Wellness Coalition

HL-1.3a Walking/jogging/biking trails to continue to receive the highest priority in development of public recreational amenities. *City of Bloomington, ongoing*

HL-1.3b Implement the recommendations of the City's Bicycle Master Plan. *City of Bloomington, short*

HL-1.3c Adopt and implement the City's Sidewalks Master Plan. *City of Bloomington, short*

HL-1.3d Prioritize trails and street improvements to promote safe walking and biking routes for all age groups around schools, parks and employment centers. *City of Bloomington & Bloomington Parks and Recreation, short*

HL-1.3e Accommodate walking/biking infrastructure in any future bridge improvements. *Bloomington Public Works, ongoing*

HL-1.3f Provide park-to-park trail linkages as identified in the City's Park Plan (O'Neil Park to White Oak Park; Clearwater Park to McGraw Park and P. J. Irvin). *Bloomington Parks and Recreation, medium*

HL-1.3g Develop additional walking routes that network with existing trails so that neighborhoods are linked to retail areas, major employers, and activity areas. *Bloomington Public Works, medium*

HL-1.3h Adopt strategies (crime watch, lights) to enhance personal safety in areas (playgrounds, bike lanes, walking paths, etc. where people are or could be physically active). *City of Bloomington, short*

HL-1.3i Integrate the City's park system with regional parks through trails and greenways. *Regional Greenways Committee, ongoing*

NE-3. Reduce environmental pollutants.

NE-3.1 Identify and reduce air pollutants.

METRICS

- Greenhouse gas emissions per capita ↓
- Public transit ridership ↑

NE-3.1a Work to attract and provide incentives for wind, solar, geothermal, biofuel, and other types of renewable energy development. *EAC, ongoing*

NE-3.1b Expand and improve the City's public transportation network. *Connect Transit, short*

NE-3.1c Expand and improve the City's network of trails, bike lanes, sidewalks, and other walking and bicycling infrastructure. *Bloomington Public Works, ongoing*

NE-3.1d While considering new development opportunities with other public and private entities, consider the environmental impacts (oil drilling, hydraulic fracturing, or other fossil fuel production projects have an impact on the region). *City of Bloomington, ongoing*

NE-3.1e Maintain a greenhouse gas inventory and develop a climate action plan. *EAC, short-medium*

PARTNER AGENCIES

MCRPC, Connect Transit, EAC, Greenways Committee, IDOT, Local bike advocacy groups

NE-3.2 Identify and reduce water pollutants.

METRICS

- Nitrate and phosphorus levels in Lake Bloomington and Evergreen ↓

NE-3.2a Adopt and implement the recommendations of the proposed 2014 Stormwater and Sanitary Sewer Master Plans to reduce the impact of stormwater and wastewater on local bodies of water. *Bloomington Public Works, short/ongoing*

NE-3.2b Increase the use of green infrastructure. *Bloomington Public Works, ongoing*

PARTNER AGENCIES

EAC, McLean County Greenways Committee

NE-3.3 Identify and reduce light and noise pollutants.

NE-3.3a For areas with light pollution issues, identify appropriate action for mitigation. *Bloomington Public Works, short/ongoing*

NE-3.3b Continue to control truck traffic routing to reduce transportation-related noise impacts on residential uses. *Bloomington Public Works, ongoing*

NE-3.3c Continue to minimize construction noises in residential areas. *Bloomington Public Works, ongoing*

NE-3.3d Continue to enforce existing codes to minimize noise. *Bloomington Community Development, ongoing*

NE-4. Increase cooperation and coordination among governments, nonprofits, and businesses across the region to address shared environmental issues.

NE-4.1 Continue to protect greenways at the regional level.

METRICS

- Rails to trails ↑
- Miles of greenways ↑

NE-4.1a Continue to participate on the Greenways Advisory Committee. *Bloomington Community Development & Public Works departments, ongoing*

NE-4.1b Continue to play an active role in the implementation of the Regional Greenways Plan. *Bloomington Community Development & Public Works departments, ongoing*

NE-4.1c Coordinate with railroad companies to expand the use of abandoned railroad rights-of-way for greenways and trails. *MCRPC, medium-long*

PARTNER AGENCIES

McLean County Greenways Committee

can also foster development of transit-oriented development using the Bloomington zoning code provision for Traditional Neighborhood Districts. Transit-oriented development (TOD) employs many of the defining characteristics of traditional neighborhood development (TND) while facilitating access to transit service.

Aviation

The Central Illinois Regional Airport (CIRA) joins with Bloomington and Normal in continuing to build the airport as the aviation connection of choice in the region. CIRA is especially interested in pursuing the goal of extensive and ongoing coordination with the City to forestall development activity that impinges on airport operations. This includes restricting temporary or permanent construction or equipment which exceeds height limitations required by the Federal Aviation Administration, and the design and management of wildlife attractants such as detention basins within 10,000 feet of CIRA's operations.

CIRA currently has some 700 acres of land ready for commercial development, including land

Table 10-2. Selected Federal Transportation Funds, Federal Transit Administration and Federal Highway Administration

MAP-21 Program Name	Acronym/ Section #	Program Activities
Surface Transportation Program – Urban	STP-U	Construction, reconstruction, rehabilitation, resurfacing, restoration, preservation, or operational improvements for highways, bridges, tunnels, alternative fuels, umbrella for other specific programs
Transportation Alternatives Program (formerly ITEP)	TAP	Construction, planning, and design of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation, safety improvements for non-drivers, community improvement, Safe Routes to School
Highway Safety Improvement Program	HSIP	Any strategy, activity or project on a public road consistent with the State Strategic Highway Safety Plan (SHSP) and corrects or improves a hazardous road location or feature or addresses a highway safety problem.
National Highway Performance Program	NHPP	Construction, reconstruction, resurfacing, restoration, rehabilitation, preservation, or operational improvements of National Highway System segments.
Transportation Infrastructure Finance and Innovation Act	TIFIA	Designed to fill market gaps and leverage substantial private co-investment by providing projects with supplemental or subordinate debt.
Congestion Mitigation and Air Quality Improvement Program	CMAQ	Transportation projects likely to contribute to the attainment or maintenance of a national ambient air quality standard
Bus and Bus Facilities Program	§5339	Provides funding to replace, rehabilitate, and purchase buses and related equipment, and to construct bus-related facilities
Urbanized Area Formula Grants	§5307	Provides grants to urbanized areas to support public transportation. Funding is distributed by formula based on the level of transit service provision, population, and other factors; includes former JARC program
Enhanced Mobility of Seniors and Individuals with Disabilities	§5310	Provides formula funding to increase the mobility of seniors and persons with disabilities; includes former New Freedom program

TAQ-1.3 Safe and efficient off-road bicycle trails integrated with direct on-road routes, connecting residential areas to activity centers, developing areas and all other modes of transportation. (See Figure 10-6 Bike Infrastructure, page 204)

METRICS

- Resource allocation in Capital Improvement Program for bicycle improvements
- # of miles of off street bicycle facilities ↑
- # of miles of Complete Streets ↑
- Way-finding signage installations
- # of educational and engagement opportunities, such as Good To Go commuter challenge ↑
- Trail counts ↑
- # and percent of accidents involving bicycles ↓
- Vehicle miles traveled ↓
- Travel in single occupancy vehicles ↓

TAQ-1.3a Allocate resources for implementation of the recommendations in the City's bicycle master plan regarding both on-street routes and trail/sidepaths. *City of Bloomington, short*

TAQ-1.3b As specified in the Bicycle Master Plan, implement expansion of the pedestrian-bicycle trail system to provide greater access and interconnection with other travel modes and report to BPC. *City of Bloomington, short/ongoing*

TAQ-1.3c Install a network of way-finding signage. *City of Bloomington, ongoing*

PARTNER AGENCIES

IDOT, Town of Normal, McLean County, City of Bloomington, MCRPC, Developers, Friends of Constitution Trail, Bicycle advocacy groups

Designing shared locations for facilities, such as combining a school with a park, community center, library branch or health care facility can substantially improve the cost-benefit ratio of the facility and services provided. Taking a regional approach to community facilities through sharing locations and facilities offers benefits to all participating communities. For example, emergency response could be improved through the use of fire stations in certain locations operated on a shared basis by Bloomington and Normal. Capital improvement may also take advantage of tools for project and financial management which maximize the return on public investment in facilities. Shared facilities, or those in close proximity, may also benefit from TIF districts or economic empowerment zones.

Greater efficiency in developing community facilities present the opportunity for additional efficiencies in energy use. As we have discussed with respect to all infrastructure planning, long-term investments require consideration of initial costs but even more critically the impact of use and maintenance over time. Facilities planning and investment should look to reduction in energy usage and costs for the facility itself and consider the possibilities found in energy technologies. Facility location should be considered by proximity to existing infrastructure and facilities with coordinating uses and by responsible use of land with minimized environmental impact.

A counter-example to the benefits of facility co-location is the demonstrated cost of development that is not compact and contiguous to existing development and infrastructure. Prior experience in Bloomington has shown sprawl development produces costs that are unlikely to be recaptured. As with rising price tags for streets and sewers in outlying areas, this principle applies to community facilities as well. Compact development practices and a focus on infill leverages previous investments and increases the utility of new facilities.

As with the transportation system, especially public transit, and as shown by the cooperation between the City and other entities in past development and infrastructure projects, providing community facilities that both meet the public need and protect the public purse is best managed at the regional level. Costs shared are costs reduced, and there are many opportunities for cooperation in this area. Among the most popular community facilities in Bloomington-Normal is Constitution Trail, which is developed and managed in cooperation between the two municipalities with input from passionately engaged citizens and general public support. As Bloomington grows and adapts to new economic conditions and constraints, the goal of regional partnership in developing community facilities offers broader benefits and shared responsibilities. Ultimately, any decision to expand community facilities must weigh whether the investment is justified if existing unmet needs persist in the community.

Funding Mechanisms That Facilitate Equitable Distribution of Community Facilities

Impact fees seek to compensate for the fiscal burden created by new development, such as an increase in a neighborhood's school enrollment resulting from new residential development. Land dedication from a development area helps reduce the cost of providing services or needs generated by new development, such as the construction of a fire station or school. These tools help redress the imbalance between City investment to support new development and maintain its infrastructure and eventual returns through tax and other revenues generated from the development.

Instituting impact fees for development and requiring land dedication within development projects for parks or schools has been a controversial topic in Bloomington-Normal for many years. In 2015 we have the benefit of years of experience with these cost management tools in both Bloomington and Normal.

A ***special service area (SSA)*** is a taxing mechanism that can be used to fund a wide range of special or additional services and/or physical improvements in a defined geographic area within a municipality or jurisdiction. This type of district allows local governments to establish such areas without incurring debt or levying a tax on the entire municipality. An SSA allows local governments to tax for and deliver services to limited geographic areas within their jurisdictions. In Illinois law, a "Special Service Area" is defined as "a contiguous area within a municipality or county in which special governmental services are provided in addition to those services provided generally throughout the municipality or county, the cost of the special services to be paid from revenues collected from taxes levied or imposed upon property within that area."

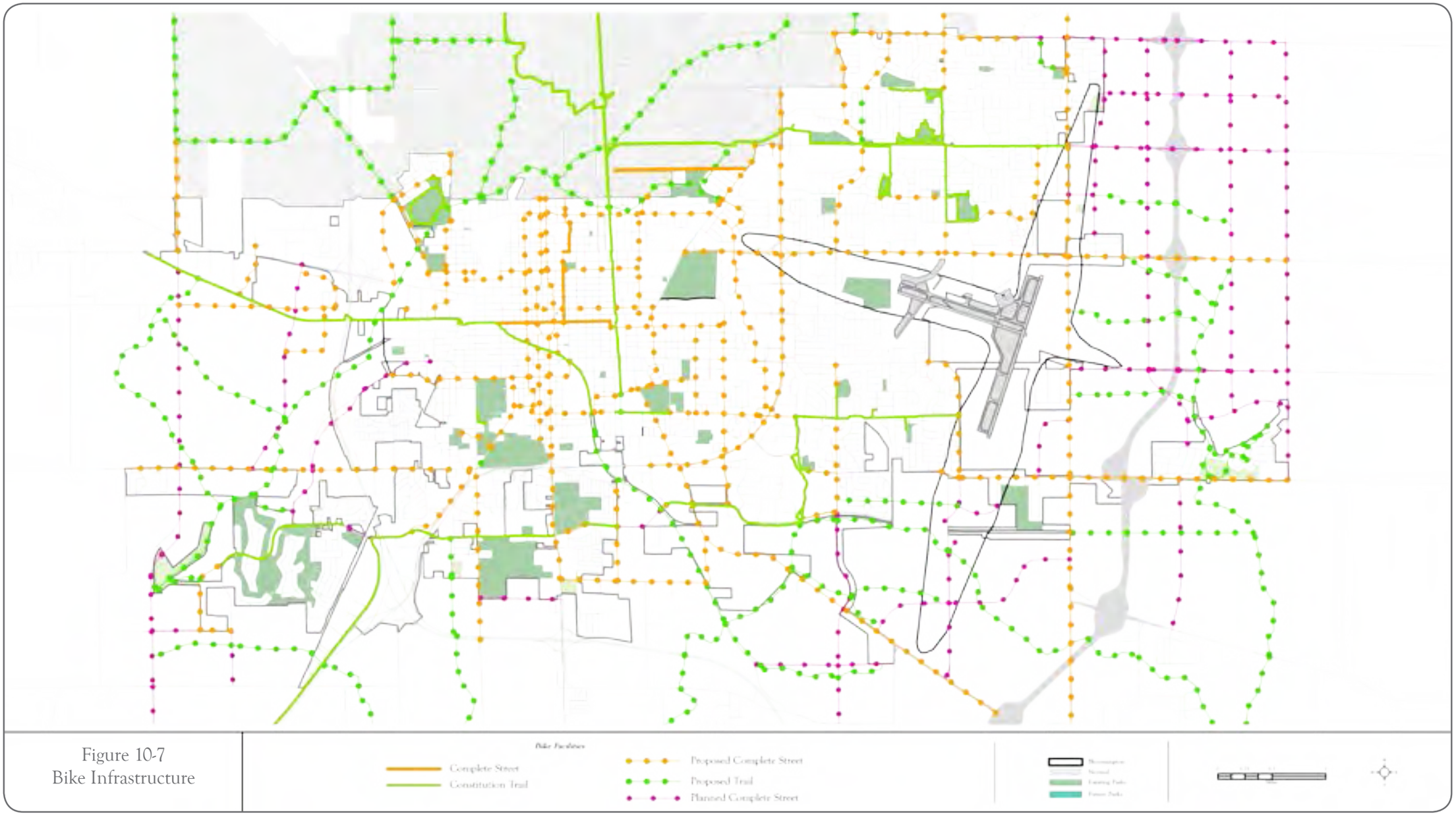


Figure 10-7
Bike Infrastructure

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CITY OF BLOOMINGTON
BICYCLE MASTER PLAN



Adopted by Bloomington City Council on May 11, 2015

City of Bloomington, Illinois
109 E. Olive St.
Bloomington, IL 61701

Prepared By: League of Illinois Bicyclists

Ideally, wayfinding signage would be installed for the entire Bloomington bikeway network, during the same time period. However, if priorities must be set, or if phasing will be done, then a suggested order or prioritization is as follows:

1. Trails on their own rights-of way, especially trails with confusing decision points
2. On-road bikeway sections implemented by that time
3. Sidepaths along major roads

Finally, Des Plaines provides an interesting example to consider: proposed 7.5" X 4" stickers on the backs of their bikeway wayfinding signs. The city's bicycle webpage and corresponding QR code are listed. The webpage has background information – and bikeway maps.



Figure 4.10. DesPlaines QR code sticker.

Other Agencies

This plan includes the following **connections with the Town of Normal's** bike plan:

- White Oak Road (McLean County Highway Department) – paved shoulders, plus sidewalk or sidepath
- Cottage Avenue road diet with bike lanes
- Franklin Street north to nearby Normal bikeways
- Jersey Avenue bike lanes (existing)
- Sidepaths along Towanda Avenue, Hershey Road, and Airport Road

While not shown in the maps or project list, the City should look for **rail-to-trail** (rail abandonment) or **rail-with-trail** (trail along active railroad) opportunities, in partnership with the appropriate railroads. An example is the railroad corridor extending southeast to Capodice Road and Downs from Bunn Street.

The City should work closely with IDOT and McLean County Highway Department to identify opportunities to improve roadways as part of new, reconstruction and maintenance projects. Each road occasionally has to be maintained, and sometimes intersection or expansion projects are done. These are the most cost-efficient opportunities to also make improvements (as needed) for those walking and biking. Specific suggestions from this plan:

Veterans Parkway Crossings. A recurring theme and need expressed during the plan's public input was safer bicycle crossings of Veterans Parkway. At present, there is one designated grade-separated crossing, a Constitution Trail underpass by General Electric Road. Bunn Street's tunnel is narrow and uncomfortable for most (a BLOS score of low-C) and Main Street has only a sidewalk on one side. Most (but not all) of the at-grade crossings have sidewalk pedestrian crossings with right-corner and median islands at most (but not all) intersection faces. Some relatively quieter roads that are good candidates for on-road bikeways away from Veterans have multiple turn lanes and narrower lane widths at Veterans – causing a lower level of accommodation at the intersection. Examples are Clearwater, Jackson, Lincoln, and Mercer.

A two-pronged approach to crossing Veterans Parkway is recommended:

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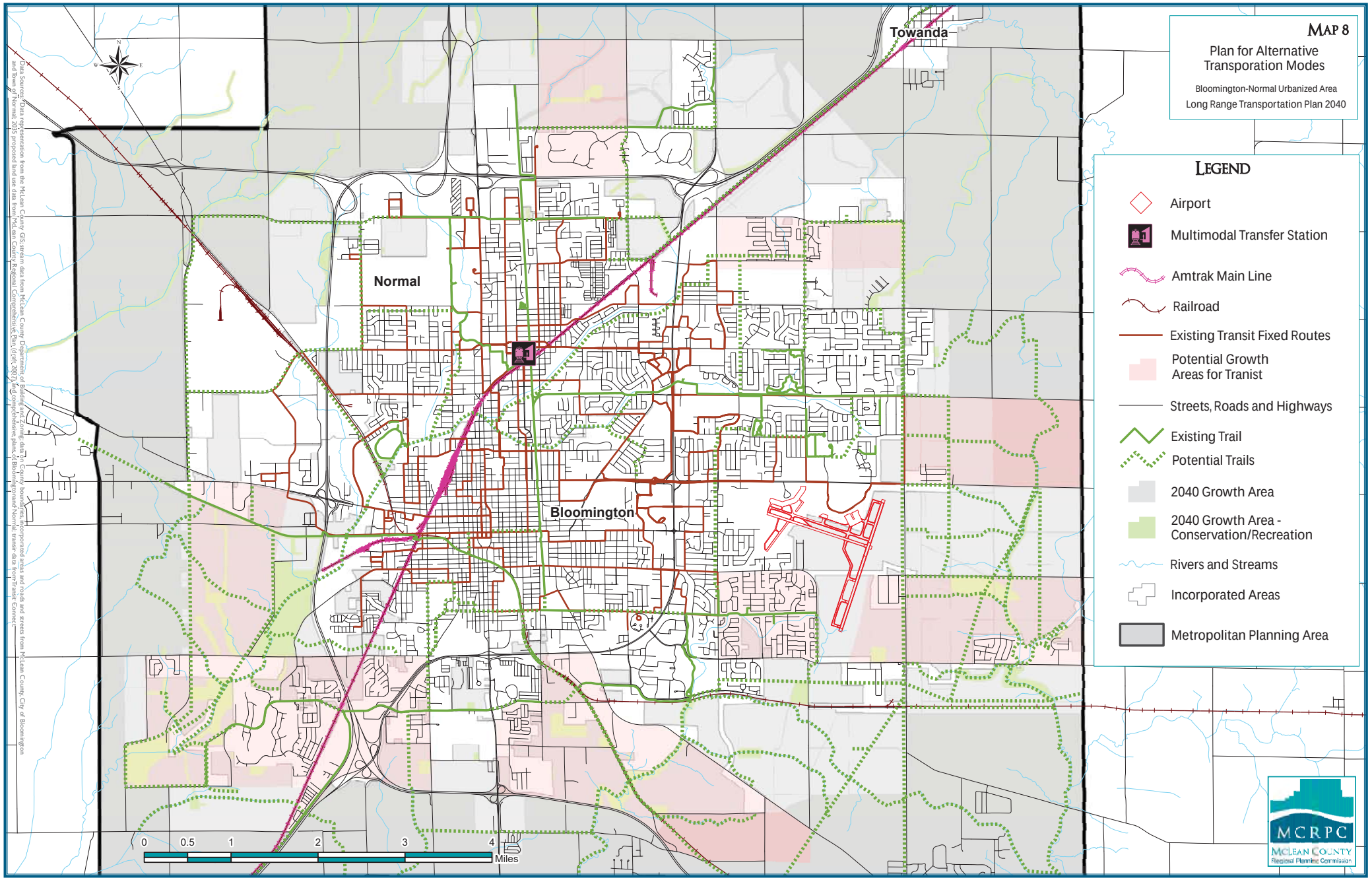
Sustainable Transportation to the Mid-21st Century

Long Range Transportation Plan 2040

Bloomington – Normal Urbanized Area & McLean County

MCRPC

McLean County
Regional Planning Commission



Map 8

Plan for Alternative Transporation Modes

Bloomington-Normal Urbanized Area
Long Range Transportation Plan 2040

Legend

- Airport
- Multimodal Transfer Station
- Amtrak Main Line
- Railroad
- Existing Transit Fixed Routes
- Potential Growth Areas for Tranist
- Streets, Roads and Highways
- Existing Trail
- Potential Trails
- 2040 Growth Area
- 2040 Growth Area - Conservation/Recreation
- Rivers and Streams
- Incorporated Areas
- Metropolitan Planning Area

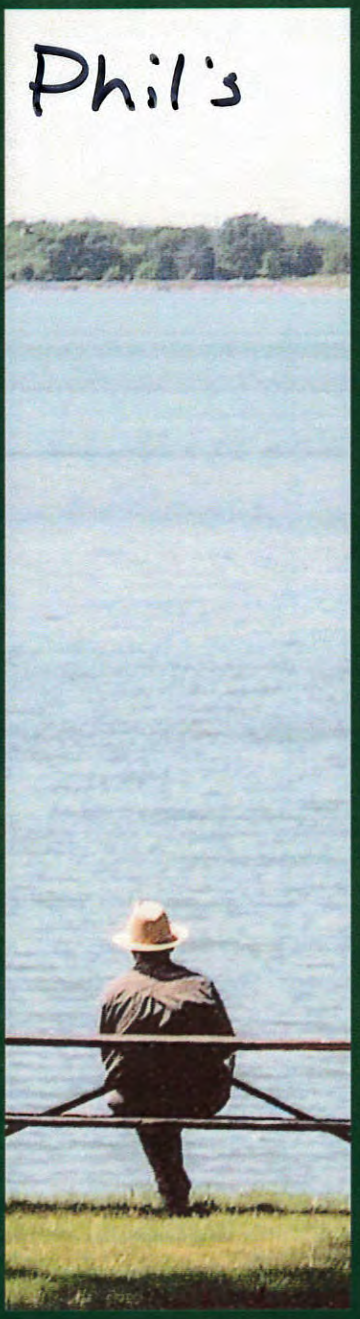
MCRPC
McLean County Regional Planning Commission

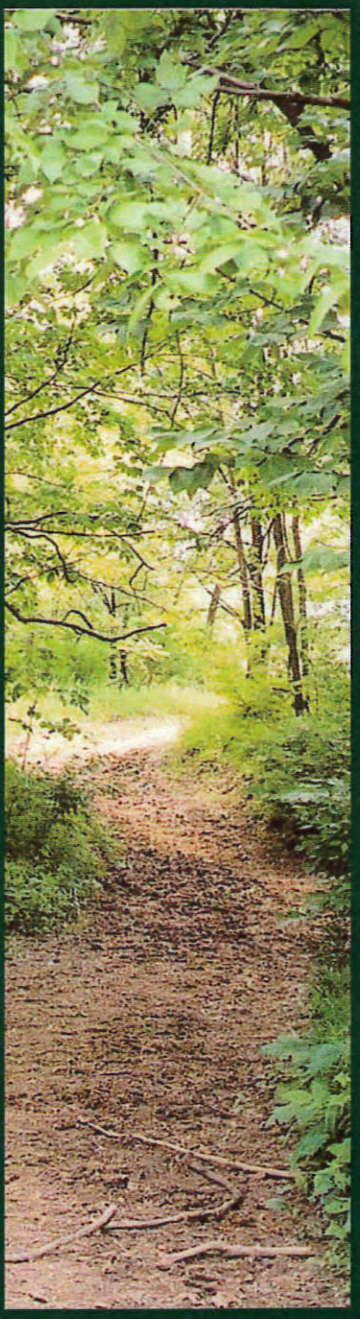
Data Source: Data representation from the McLean County GIS stream data from McLean County Department of Building and Zoning data on County boundaries, incorporated areas and roads and streets from McLean County, City of Bloomington and Town of Normal, 2015 proposed land use data from McLean County Regional Comprehensive Plan (draft 2007) and comprehensive plans of Bloomington and Normal, transit data from Transit Connect

McLean County
Regional Greenways Plan









McLean County Regional Planning Commission

RESOLUTION ADOPTING AN AMENDMENT TO THE McLEAN COUNTY REGIONAL GREENWAYS PLAN

WHEREAS, the County of McLean, Illinois, recognizes the need to provide recreational opportunities, preserve open space, protect environmentally sensitive areas, and maintain and enhance the quality of life for its citizens, both present and future; and

WHEREAS, the County of McLean, Illinois, approved a McLean County Regional Greenways Plan on July 22, 1997; and

WHEREAS, the County of McLean, Illinois, needs to update the McLean County Regional Greenways Plan periodically; and

WHEREAS, the County of McLean, Illinois, recognizes the need for a comprehensive and coordinated approach to planning and providing greenways on a region wide basis; and

WHEREAS, the McLean County Regional Planning Commission is the designated long range planning agency for the McLean County, Illinois, region; and

WHEREAS the McLean County Regional Planning Commission has developed an update to the Regional Greenways Plan in cooperation with the McLean County Greenways Coalition and in accordance with the planning guidelines established by the Illinois Department of Natural Resources; and

WHEREAS, public input has been obtained throughout the planning process from the participation of the McLean County Greenways Coalition; and

WHEREAS, the Land Use and Development Committee of the McLean County Board recommends approval of the McLean County Regional Greenways Plan as amended; now, therefore,

BE IT RESOLVED that the McLean County Regional Greenways Plan, as amended, is hereby approved.

Adopted by the County Board of McLean County, Illinois this 15th day of September 2009.

ATTEST:

Peggy Ann Milton, County Clerk
McLean County, Illinois

APPROVED:

Matt Sorensen, Chairman
McLean County Board

In addition, General Electric Corporation operates a corporate park near its production facility on the east side of Bloomington. The park is owned and operated by the G.E. Employees Club. The 24-acre facility includes a renovated baseball field, swimming pool, and fishing pond. The facility can be rented out for private functions.

Semi-public and private conservation or recreation areas have been growing in number in McLean County in recent years. Funks Grove is a unique natural area located northeast of the village of McLean (see Map 3.3). Funks Grove is the largest remaining intact prairie grove in the state of Illinois with over 1,000 acres of high quality natural areas, most of which are protected as registered Illinois Land & Water Reserves or dedicated Illinois Nature Preserves. Portions have been designated a National Natural Landmark by the U.S. Department of Interior. This contiguous natural area is comprised of tracts owned by several entities including Sugar Grove Foundation, Funks Grove Cemetery Association, IDNR, the University of Illinois, and private trusts. Sugar Grove Nature Center is located in the southern end of Funks Grove. This environmental education/interpretive center is open to the public year round and offers programs, special events, picnicking, access to hiking trails, and opportunities for other passive recreational opportunities.

The ParkLands Foundation is a nonprofit organization that acquires land for conservation purposes. ParkLands owns properties within McLean County and preserves those properties in their natural states. These properties are included as conservation areas and preserves as identified on Maps 3.2, 4.3 and 4.6.

TRAILS

The Bloomington-Normal metro area is home to an excellent multipurpose trail system. Local governments and interested citizens continue to make every effort to expand local trail systems into new development. Following is a discussion of the existing and currently planned trail system (see Maps 3.3, 3.4 and 4.1).

Constitution Trail

The Constitution Trail has expanded from the original 4.5-mile trail to more than 24 miles. The multipurpose trail traverses the Bloomington-Normal metro area. Considered a linear park, the trail is extremely popular with residents of the Twin Cities. The trail's asphalt pavement provides an excellent surface for bicycling, jogging, rollerblading and walking. Expansion continues to be a work in progress that will continue for many years. Recent additions include segments into Illinois State University and Heartland Community College in Normal, and along Hamilton Road and Fox Creek Road in Bloomington. Future trail segments are planned from East Lincoln Street in Bloomington to Route 9 West and beyond.

Additional Proposals

Additional trail and bicycle route proposals are also identified in the plan. The plan identifies potential trails that would connect the Constitution Trail system with potential park and school sites in the urban area and with smaller communities and regional recreation sites throughout the county (see Map 3.4). These would be trails established on-road, off-road, and on railroad rights-of-way.

Other trail proposals and bicycle facilities are being explored for the proposed Main Street Corridor through Normal and Bloomington. The proposed Historic Route 66 Trail will run adjacent to the Route 66 Corridor throughout the entire county. This trail will eventually connect to the Route 66 State Trail envisioned by the State of Illinois. This proposed trail will also run along much of the Route 66 Corridor from Chicago to St. Louis. The Town of Normal is also completing a *Bicycle and Pedestrian Master Plan* that will also be used as a guide to plan non-motorized transportation routes for the future.

RAILROADS

Railroad rights-of-way can have important implications for greenway planning. As rail service is discontinued, the rights-of-way can be preserved and developed for greenways and trails

as was done in the case of Constitution Trail. Under certain circumstances, trails can also be developed in conjunction with active rail lines. In most cases, railroad rights-of-way containing active rail service should not be considered for trail development while the railroad is active. But active rail lines may be considered for long range trail development with the expectation that rail operations may cease at some future point. At least certain active rail lines should therefore be monitored so that appropriate actions can be taken if and when abandonment becomes imminent.

Active

Four major active railroad lines serve McLean County. The Union Pacific Railroad has an active line that links Bloomington-Normal with Chicago and St. Louis. This line provides freight service and Amtrak passenger service. Other communities along this line within McLean County are McLean, Shirley, Towanda, Lexington and Chenoa. This is a major line and it is very unlikely that it will become inactive within the foreseeable future.

A second active railroad line traverses Bloomington-Normal and serves the Mitsubishi Motors Manufacturing of America automobile production facility in Normal. Other communities near this line include Carlock, Holder, Padua, Ellsworth, and Arrowsmith. Because this line serves the automobile assembly plant, it is likely to remain active.

An active east-west line crosses the county through Gridley and Chenoa in the north. This line makes connections to El Paso, Eureka, Washington and East Peoria to the west. It also connects several small communities to the east toward Watseka. At this time there is no reason to suspect a suspension of service on this line.

Another major active line serves the village of Bellflower in the extreme southeastern part of the county. This line makes connections to Gibson City and Kankakee to the northeast and Farmer City, Clinton and Springfield to the southeast. No major reduction in service is anticipated at this time on this line.



Bicycle/Pedestrian Trail Adjacent to Old Route 66 at Lexington

Map 3.3
Greenway Resources

McLean County, Illinois

N
W E
S

2 1 0 2 4 6 8 10 Miles

El Paso
Gridley
Meadows
U.S. Route 24
Chenoa
Wyanon
Rooks Creek
Buck Creek
Turkey Creek
Lexington
Six Mile Creek
Hudson
Pleasant Hill
Croppsey
Henline Creek
Rock Creek
Carlock
Towanda
Colfax
Anchor
Mackinaw River
Crooked Creek
Cooksville
Money Creek
Danvers
West Fork Sugar Creek
Kings Mill Creek
Normal
Merna
Illinois Route 9
Bloomington
Holder
Ellsworth
Sangamon River
Arrowsmith
Saybrook
Stanford
Covell
Shirley
Sugar Creek
Timber Creek
Downs
Leroy
Bellflower
McLean
Heyworth
U.S. Route 136
North Fork Salt Creek
Salt Creek
Osman

Legend

- Parks and Recreational Areas
- Conservation Areas
- Wooded Areas
- Unprotected Natural Areas
- 100-year Flood Hazard Area
- 500-year Flood Hazard Area
- Lakes and Detention
- Rivers and Streams
- Constitution Trail

Railroads

- Active
- Semi-active
- Streets and Roads

Planned Urban Growth Areas

- Non-residential
- Residential
- Conservation/recreation
- Corporate Boundaries
- Unincorporated Settlements
- McLean County

Source: Stream data derived from McLean County Department of Building and Zoning stream survey, based on 2003 aerial orthophotography of McLean County; roads, rail, parks, lakes, land ownership and status, and municipal and county boundaries from McLean County, City of Bloomington, Town of Normal and local jurisdictions; flood hazard areas (2001) from Federal Emergency Management Agency, U.S. Department of Homeland Security; watershed data from National Resources Conservation Service of the U.S. Department of Agriculture; wooded areas from McLean County Regional Planning Commission survey of 2007 orthophotography of McLean County; 2035 land use derived from City of Bloomington and Town of Normal comprehensive plans; Constitution Trail data from Friends of Constitution Trail.

McLean County Regional Planning Commission

Semi-Active

Semi-active railroad lines are those that have had service reduced or eliminated. Three semi-active lines have been identified in McLean County.

There is a limited amount of service on a line that runs from Heyworth to Clinton. This right-of-way could provide important access to the Clinton Lake State Recreational Area and Weldon Springs State Park. It also continues eastward as an active line to Champaign. Service on this line should be monitored closely.

There is also limited service on a line that begins in Colfax and runs northeastwardly to Anchor and beyond. This particular line serves nearby grain elevators. Activity on this line should be monitored, although it is some distance from population centers.

Service has been limited and discontinued use is a possibility on the Norfolk Southern line extending southeastwardly from Bloomington through Downs, LeRoy and onward through Champaign-Urbana and beyond. At last report, service had ceased on this line in McLean County but has not been abandoned. This right-of-way could provide an important greenway linkage with points throughout the southeastern parts of the county, including municipalities and Moraine View State Park, as well as with other counties and regions to the southeast. Therefore, this line should be monitored closely and interested agencies should be prepared to act if and when it becomes available.

Abandoned

Long abandoned railroad rights-of-way also extend outward from Bloomington in several directions. One extends southwest along the Sugar Creek floodplain. Another extends northwest through Danvers. There is also an abandoned right-of-way extending northeast through the villages of Merna, Cooksville and Colfax. Another extends southward to Heyworth and another northward through Hudson. Most of these abandoned railroad rights-of-way contain major segments that have reverted to private use and offer only very limited potential for use as publicly accessible greenways. However, some may offer potential as wildlife habitat and species corridors.

ROADWAYS

In some cases, street and highway rights-of-way can provide important linkages for trails to connect greenways and other trails. The Friends of the Constitution Trail organization has classified numerous streets in the urban area according to the comfort level afforded to more experienced bicyclists (see Map 3.4). Although separated trails are the most desirable for most users, economic considerations and space limitations are often major obstacles to the development of separated trails within existing roadways. However, this is not always the case and should be given due consideration when appropriate. Local, regional and state plans address these scenarios, such as the *Main Street Corridor Plan*, Town of Normal *Bicycle and Pedestrian Master Plan* and the *Route 66 Trail Concept Plan.*

The planning for future roadways should consider providing safe connections between other trails and greenways whenever needed. In a high growth area such as Bloomington-Normal, roadways can provide an important source of new trail development when considered in conjunction with the development of new roads.

The Interstate 55, 74, and 39 corridors also offer potential as greenways. Although trails are generally not permitted within interstate rights-of-way, this policy should be reconsidered in certain situations where no other viable connections exist between activity centers or regions.

INTERREGIONAL CONSIDERATIONS

The proximity of McLean County to a number of small to medium size metro areas could offer some potential for interregional connections of greenways by way of floodplains, highway or railroad rights-of-way, or other greenways identified in adjacent regions. In addition to the proposed Route 66 Trail, following are other interregional considerations for trails and open space.

CONSENT AGENDA ITEM NO. 7N

FOR COUNCIL: April 24, 2017

SUBJECT: Consideration of a Resolution approving a cost modification associated with the Professional Engineering Services Agreement with Hanson Professional Services, Inc. for Professional Engineering Design Services for Lake Bloomington and Evergreen Lake Emergency Action Plan Preparation, RFQ No. 2014 – 23.

RECOMMENDATION/MOTION: Council approve a Resolution authorizing a contract modification with Hanson Professional Services, Inc. regarding Professional Engineering Services Agreement for Emergency Action Plan Preparation at Lake Bloomington and Evergreen Lake in the amount of $24,200.00, and authorize the Mayor and City Clerk to execute the necessary documents, and the City Manager to take all actions, including execution of documents, necessary to authorize the work.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 2b "Quality water for the long term", and 2d "Well-designed, well-maintained City facilities emphasizing productivity and customer service".

BACKGROUND: At the Council meeting of January 13, 2014 Council approved the selection of Hanson Professional Services, Inc. (Hanson) to perform Emergency Action Plan (EAP) Preparation for Lake Bloomington and Evergreen Lake dams in the amount of $374,573.00. The EAP project also included design services for replacement of the bridge deck over the Evergreen Lake spillway and also for various miscellaneous repair projects at the lakes including such items as repair of a concrete drainage channel at Evergreen, filling and caulking panel joints of the concrete slope walls at Evergreen and Bloomington, repair of erosion behind the retaining walls at Evergreen, and repair of the concrete buttress walls at Bloomington.

The Emergency Action Plans have been completed as well as replacement of the bridge deck over the Evergreen Lake spillway. During evaluation of the miscellaneous repair projects, two additional repair needs were noted that had not been included in the original scope of work and are intended to be added with this contract modification.

1. Renovation of the emergency spillway fuse plug at Evergreen Lake. The fuse plug is a 300 foot long composite soil embankment at the north end of the lake that is intended to erode away during an extreme flood event to provide relief to flow going over the principle spillway. Excess vegetative growth and soil consolidation over the years may not allow the fuse plug to erode as originally designed. Hanson will evaluate the condition of the fuse plug and provide design plans for renovation to restore its' useful function.

2. Removal of tree growth on the dam embankment at Lake Bloomington and Evergreen Lake. There is a substantial amount of tree growth on and around the earth embankment of the Lake Bloomington dam and a moderate amount at the Evergreen Lake dam. Tree growth on an earth embankment dam poses a risk in that root growth may provide a route for water to be conducted (piped) through the embankment soil which can lead to erosion and failure of the dam. Hanson will evaluate locations and quantities for tree removal and provide specifications and bid plans to properly remove trees and repair locations where tree trunk removal is warranted.

The total contract modification amount requested for design of items 1 and 2 above is $24,200.00.

Design plan preparation is ongoing for the repair of miscellaneous items originally identified. The requested funding will allow the additional items to be included in the final plans. After design plans are complete the City will bid a project in FY18 to implement those repairs.

$374,573.00 Original Contract
$ 24,200.00 Contract Modification #1
$398,773.00 New Total Contract

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Currently, purchase order #20140339 has a balance remaining of $13,043.29. Finance proposes to close this purchase order, returning this amount to fund balance and upon approval of this memo, creating a purchase order for $37,243.29 which includes the balance left on the old purchase order and the proposed contract modification amount. Sufficient funds are available to cover the $37,243.29 for the old purchase order amount to be reissued and the contract modification in the FY 2017 Budget under Water Purification-Engineering Services account (50100130-70050). Stakeholders can locate this in the FY 2017 Budget Book titled "Other Funds & Capital Improvement Program" on page 124.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by:	Greg Kallevig, PE, CFM, Civil Engineer II
Reviewed by:	Robert Yehl, PE, Director of Water Steve Rasmussen, Assistant City Manager
Financial & budgetary review by:	Chris Tomerlin, Budget Analyst Carla Murillo, Budget Manager
Legal review by:	Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Resolution
- Location Map
- Amendment to Professional Services Agreement

RESOLUTION NO. 2017 -
A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF $24,200.00 IN THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND HANSON PROFESSIONAL SERVICES, INC.

WHEREAS, the City of Bloomington has previously entered into a contract with Hanson Professional Services, Inc. for the Evergreen Lake and Lake Bloomington Emergency Action Plan Preparation Design Contract; and

WHEREAS, for the reasons set forth in the City Council memo on April 24, 2017 the change order is necessary and related to the underlying work; and

WHEREAS, it is the finding of the City Council that the work described in the April 24, 2017 memo is germane to the original contract as signed and is in the best interest of the City of Bloomington and authorized by law.

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

That a change order in the amount of $24,200.00 in the contract between the City of Bloomington and Hanson Professional Services, Inc. be approved.

ADOPTED this 24th day of April, 2017.

APPROVED this ____ day of April, 2017

APPROVED:

Tari Renner
Mayor

ATTEST:

Cherry Lawson
City Clerk

CITY OF BLOOMINGTON

Evergreen Lake & Lake Bloomington

5,000 2,500 0 5,000 Feet

Lake Bloomington Dam

Evergreen Lake Dam

Comlara Park Dam

Evergreen Lake

Lake Bloomington

Village of Hudson

I-39

Town of Normal

City of Bloomington

Hanson Professional Services Inc.

PSA C- 12L0147
Amendment No. 1

WHEREAS, the City of Bloomington, subsequently referred to as "Client," and Hanson Professional Services Inc., subsequently referred to as "Hanson," have previously entered into a Professional Services Agreement PSA C-12L0147 dated December 10, 2013, in connection with Lake Bloomington, Evergreen Lake and Comlara Park Emergency Action Plan Preparation , subsequently referred to as "Project," and

WHEREAS, the Client has ordered certain additions to the services being provided by Hanson for the Project.

NOW, THEREFORE, this AMENDMENT to the PSA is made this 29th day of March, 2017 to revise the Scope of Services and Cost of Services as provided herein. All other terms and conditions of the Agreement remain unchanged.

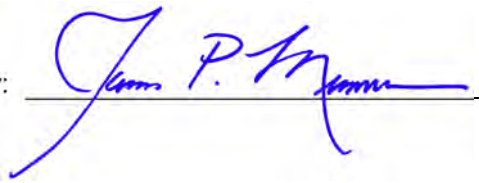
The Scope of Services is modified as follows:

1. Tree Removal at Lake Bloomington & Evergreen Lake dams
    a. Perform data collection to identify trees greater than 4 in. diameter on the dam and within 50 ft of each side of the outlet spillway structures.
    b. Develop Plans, Special Provisions, and Cost Estimate for this work to be included in separate repair/rehabilitation contract documents for each dam.
    c. Provide assistance to the City through the bid selection process.
2. Fuse Plug Restoration at Evergreen Lake dam emergency spillway.
    a. Using data collected as part of the Emergency Action Plan tasks for this project, Hanson will develop Plans, Special Provisions, and Cost Estimate for this work to be included in the repair/rehabilitation contract documents for Evergreen Lake dam.
    b. Provide assistance to the City through the bid selection process.

The Cost of Services is modified as follows:

Cost of Services in Agreement	$	$374,573
Total of Previous Amendments	$	$0
Increase this Amendment	$	$24,200
Cost of Services with all Amendments	$	$398,773

Client and Hanson hereby agree to and accept the terms as stated herein.

Hanson Professional Services Inc.	**Client**
By: 	By: _____
Title: Sr. Vice President	Title: _____
Date: March 29, 2017	Date: _____

Budget Estimate to
Supplement Professional Services Agrement C12L0147

Hanson Professional Services Inc
Bloomington Lakes Repair Project
Supplement No. 1

Direct Labor Muliplier = 3.00

							Labor Category					
Totals	$ 24,202	$ 182	$ 270	$ 119.95	198	46	10	24	68	40	10
	Total	Other Direct Costs		Ave Hourly	Total	PM	E/S VII	E/S IV	E/S II	T VII	Admin IV
	$	Mileage	Expenses	Rate	Hours	$ 175.38	$ 165.00	$ 113.79	$ 87.45	$ 112.50	$ 85.53
Task Description											
Lakes Bloomington & Evergreen -Tree Removal	-				-						
Data Collection & Processing	4,509	$ 91	$ 220	$ 87.45	48				48		
Coordination with U.S. Fish & Wildlife Service	1,749			$ 87.45	20				20		
Special Provisions & Estimates	2,447			$ 152.92	16	12					4
Prepare Drawings & Quantities	3,412			$ 121.85	28	4		8		16	
Bidding Assistance	873			$ 145.43	6	4					2
Project Adminstration & QA/QC	1,463			$ 146.33	10	2	4	2		2	
	-				-						
	-				-						
Evergreen Lake - Fuse Plug Restoration	-				-						
Prepare Drawings & Quantities	4,317			$ 119.92	36	4		12		20	
Special Provisions & Estimates	1,574			$ 157.41	10	8					2
Bid Documents	852			$ 141.97	6	2	2				2
Bidding Assistance	1,824	$ 91		$ 173.30	10	8	2				
Project Adminstration & QA/QC	1,183		$ 50	$ 141.67	8	2	2	2		2	
	-				-						
	-				-						
	-				-						
	-				-						
Total	24,202	182	270	$ 119.95	198	46	10	24	68	40	10

CONSENT AGENDA ITEM NO. 7O

FOR COUNCIL: April 24, 2017

SUBJECT: Consideration of approving a Resolution waiving the formal bidding process and enter into a contract for the purchase of Replacement Parks, Recreation and Cultural Arts Management Software with Maximum Solutions, Inc. in the amount of $32,700.

RECOMMENDATION/MOTION: That a Resolution be approved waiving the formal bid process with Maximum Solutions, Inc. for the purchase of a software solution to manage the Parks, Recreation and Cultural Arts primary daily activities, along with the required licensing and maintenance support, in the amount of $32,700, and the Procurement Manager be authorized to issue a Purchase Order.

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: Our current software package CLASS is antiquated and does not provide the features that our customers' desire including online registration and payments. We have used CLASS for 15 years and even with updates, it is not capable with our current technology oriented consumer. No more updates will be provided for CLASS software after this year putting future PCI compliance at jeopardy which is required to accept credit card payments.

In 2015, our Parks & Recreation & Cultural Arts Office Manager, staff and Superintendent of Recreation went through webinars and attended a conference to identify the top producers of recreation software. At that time MaxGalaxy was a top choice. In 2016, the BPR&CA Director, Assistant Director, and Program Management staff attended the National Parks & Recreation Conference and visited with and explored software solutions only to realize that MaxGalaxy still provided the best fit for what we are looking for. In January 2017, at the Illinois Parks & Recreation conference the BPR&CA Director and Assistant Director met with current providers, attended webinars, and gained more info on new software and MaxGalaxy still came out on top.

The solutions/vendors considered by Parks, Recreation and Cultural Arts staff over the last several years include:

- Maximum Solutions
- ACTIVE Network
- DASH Platform
- DigiQuatics
- Frontline technologies

- Vermont Systems
- Productive Parks
- CLASS
- RecDesk
- RecPro
- Tyler Technologies
- BlueRec
- Community Pass
- Perfect Mind

There are many functions that the Maximum Solutions software will be able to provide that we cannot currently do. They include but are not limited to:

Participant Registration:

- Online Registration
- Online Membership
- Online Payment with fully PCI (Payment Card Industry) compliant credit card processing
- More robust Scheduling and Attendance Tracking
- Digital Forms and Signatures
- Enhanced Point of Sale
- Digital Signage
- Email Confirmations
- Printing their own receipts after transactions
- Option to have receipts, contracts, invoices etc. emailed instead of printed
- More flexibility to work within household accounts/family members/payments etc.
- Offer discounts on programs – not available online at all at this time
- More flexibility department wide to offer group prices/incentives and increase revenues
- Ability to schedule payment plans/tracking and ability to pay payment plans online
- Ability for customer to assign their own password and not be tied to a number that the current system assigns
- Mobile phone and tablet friendly

Facility Rentals:

- Ability to view Facility Rental availability 24/7 and eventually Facility Online Registration
- Ability to view Field Reservations 24/7 and eventually Field Reservations Online Registration
- This software has a scheduling reservation system that we currently do not have

Behind the Scenes Advantages:

This software is compatible with the current City of Bloomington's Financial MUNIS System.

It will be very beneficial to the whole department to be on one system. Having this element will lead to more secure accounting procedures, improved accountability and able to produce correct reports in a reasonable amount of time.

Information Services staff has also investigated technical and security-related requirements related to the Maximum Solutions software and found them to be sufficient. Uptime service level agreement (SLA), client-to-server ratio in the Maximum Solutions cloud infrastructure, redundant hosting facilities and ownership of City data all meet current requirements.

Right now, CLASS registration is used for BPR&CA registration while IBS is used at our 2 pools, 3 golf courses and zoo. Additionally, Frontline Solutions is the software used at Pepsi Ice Center. Max Galaxy software could be used immediately at all of these sites (except golf) which would increase efficiency, recordkeeping, and productivity for staff and alleviate the heavy workload allowing staff to focus on other projects and provide quality customer service.

Staff is asking for a Bid Waiver due to the technical nature of the software needs and Council approval to get the solution we feel is best for our unique department and meets the needs of security, speed and storage from our IS department. Our team which includes the divisions in BPR&CA and IS have concluded that the MaxGalaxy software from Maximum Solutions would be the best fit for the City of Bloomington - Parks, Recreation and Cultural Arts.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Funds for the Parks, Recreation and Cultural Arts management software replacement are budgeted at $40,000 and included in the Capital Lease-Capital Outlay Office & Computer Equipment account (40110135-72120). Stakeholders can locate this in the FY 2017 Budget Book titled "Other Funds & Capital Improvement Program" on page 92 and 94. Future annual software maintenance and support will be approximately $17,700 and will be budgeted within the Information Services Hardware/Software Maintenance account.

COMMUNITY DEVELOPMENT IMPACT: *N/A*

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

Respectfully submitted for Council consideration.

Prepared by:	Eric Veal, Assistant Director of Parks, Recreation And Cultural Arts
Reviewed by:	Scott A. Sprouls, Information Services Director
Financial & budgetary review by:	Chris Tomerlin, Budget Analyst Carla Murillo, Budget Manager
Legal review by:	Jeffrey R Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Resolution of Bid Waiver
- Contract

RESOLUTION NO. 2017 – _____

A RESOLUTION AUTHORIZING WAIVING THE TECHNICAL BIDDING REQUIREMENTS AND APPROVING THE PURCHASE OF

WHEREAS, the City's current software for management of programs in the Park Department is antiquated and is no longer being updated; and

WHEREAS, City staff from the Parks Department identified top producers of recreation software and has identified MaxGalaxy software from Maximum Solutions as the software that will most directly meet the needs of the City; and

WHEREAS, as software solutions are unique and difficult to bid, City staff requests the formal bidding process be waived and the City Manager be authorized to Contract with Maximum Solutions, Inc. for Parks, Recreation and Cultural Arts management software.

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

That the recitals set forth above are incorporated herein, the formal bidding requirements waived, and City Manager, or designated representatives, are authorized to secure the MaxGalxy software from Maximum Solutions, and are authorized to execute any necessary documents to effectuate the purchase.

PASSED this _____day of _____ 201__.

APPROVED this ____day of _____201___.

CITY OF BLOOMINGTON ATTEST:

_____ _____

Tari Renner, Mayor Cherry L. Lawson, C.M.C., City Clerk

APPROVED AS TO FORM:

_____

Jeffrey R. Jurgens, Corporation Counsel

Software as a Service Master Agreement

Version 1.2

This Software as a Service (SaaS) Master Agreement ("Agreement") is between Maximum Solutions, LLC. ("Maximum Solutions"), a Minnesota corporation, with a principal place of business at 4570 W. 77th Street, Ste 365, Edina, MN 55435, and the entity whose name appears on the signature page of this Agreement as the Customer and is made as of the date signed by Maximum Solutions on the signature page of this Agreement ("Effective Date").

Maximum Solutions and Customer agree that the provisions of this Agreement apply to Maximum Solutions' provision of Services to Customer, except as otherwise provided on an Order placed in connection with this Agreement.

1. Definitions

In this Agreement, the words "you," "your," and "Customer" mean the person or entity named on the signature page of this Agreement as the Customer, and includes any authorized subcontractor, agent or consultant acting on its behalf. The words "we," "us," "our," and "Maximum Solutions" each mean Maximum Solutions, LLC. The term "Customer Data" has the meaning given in Section 14 of this Agreement. The term "Documentation" means user guides, manuals and release notes for the Services. "Order" means Maximum Solutions' standard form or Statement of Work for ordering the Services. "Services" means the services provided by Maximum Solutions hereunder. The term "Software" refers to the MaxGalaxy suite of application software products".

2. Grant; Use

Subject to the terms of this Agreement, we grant you and you accept a non-exclusive, non-perpetual, terminable and non-transferable right, except as provided in Section 9, to access and to use the Services for you and your subsidiaries' and affiliates' internal business purposes. You are responsible for the acts and omission of your subsidiaries, affiliates, subcontractors, agents and consultants with respect to their use of the Services and this Agreement, and all such acts or omissions shall be deemed acts or omissions on your part. Your rights under this Agreement will automatically terminate upon expiration of or termination of this Agreement. Subject to the restrictions on use as set forth herein, Customer will have access to the Software and Maximum Solutions' application server for the purpose of using the software for its intended purpose and in accordance with the specifications set forth in any documentation relating to the Software provided by Maximum Solutions. Such use and access will be continuous on a 24/7 basis except for interruptions by reason of maintenance or downtime beyond Maximum Solutions reasonable control. The Customer understands that the reliability of the Internet and of connections to and from the Internet may be affected by factors beyond the control of Maximum Solutions; because of this, it is impossible for Maximum Solutions to guarantee that the service will be uninterrupted, that the Customer will be able to properly access and use the Software, or that the software will be provided without error.

3. Ownership; Reverse Engineering; Restrictions

(a) Maximum Solutions and its suppliers retain all title and ownership to the Services. Maximum Solutions and its suppliers reserve all rights in the patents, copyrights, trade secrets and other intellectual property in the Services. You may not use the Services to provide time sharing services or operate a services bureau for third parties.

(b) You may copy the Documentation solely to facilitate your use of the Services in accordance with, and subject to, the terms and conditions contained herein.

(c) You understand that the Services and Documentation and the terms and pricing under this Agreement constitute valuable properties and trade secrets of Maximum Solutions, which are proprietary and confidential. You agree to maintain the confidentiality of such information and to protect the information to the extent permitted under Minnesota law as a trade secret by preventing unauthorized copying, use or disclosure of such information. In doing this you agree to maintain at least the same procedures that you maintain with respect to your own confidential information, which shall not be less than reasonable care. You may not disclose the Services or Documentation to a competitor of ours or disclose results of any benchmark test of the Services to any third party without Maximum Solutions prior written approval. Maximum Solutions will likewise keep all Customer Data confidential in like manner and not disclose to third parties.

(d) You may not remove, alter or destroy any proprietary, trademark or copyright notices placed upon or contained within the Documentation. You acquire no rights of any kind in or to any trademark, trade name, logo or product designation under which the Services are marketed and you may not make any use of the same for any reason.

(e) You agree not to reverse engineer, modify, decrypt, extract, disassemble, copy, or decompile the Services, or permit anyone else to.

(f) You will promptly notify us upon becoming aware of any unauthorized use of any Services or Documentation.

4. Charges and Payment

Except as otherwise set forth in an Order (i) the recurring Services fees ("Recurring Fees) delineated on an Order are due and payable monthly in advance, and (ii) any applicable setup fee ("Initial Setup Fee") as delineated in an Order is due and payable within 30 days following the date of the Order. Any additional charges for services not covered by the Recurring Fees or Initial Setup Fee shall be due and payable within 30 days from the date of your receipt of an invoice. All undisputed sums due under this Agreement will be paid by you (without any set off or deduction) within 30 days from the date of your receipt of an invoice. You shall pay all applicable taxes, duties or levies at the then prevailing rate. Any late payment charges arising out of your late payment of taxes (other than income taxes payable by Maximum Solutions), duties or levies shall be payable by you.

5. Equipment and Third Party Software

Certain software provided by Licensor may require that the Licensee purchase certain computer hardware or software from third parties. The list of recommended hardware or software may be updated by Licensor from time to time. The Licensee will be responsible for the selection, purchase and maintenance of such hardware and software.

6. Limited Warranty

(a) (i) We warrant that the Services will substantially conform to and operate according to our then current Documentation under normal use. We further warrant to you that the Services will not contain any contaminants, including any codes or instructions that may be used to access, modify, delete, damage or disable your computer systems.

(ii) Maximum Solutions warrants that the Services performed under this Agreement will be performed in a professional and workmanlike manner, using generally accepted industry standards, by trained and skilled personnel in accordance with the Service Level Agreement applicable to the Services (if any); provided, however, that Maximum Solutions will not be liable for violation of any applicable law, rule or regulation or any third party claim associated with the Customer Data unless unlawfully used or disclosed by Maximum Solutions.

(iii) Maximum Solutions warrants that Maximum Solutions will protect the confidentiality of the Customer Data transmitted or stored by Customer, and/or persons under Customer's control through any Service provided hereunder and warrants that Maximum Solutions will take all reasonable precautions and actions to avoid a breach of the security of the Customer Data transmitted or provided by Customer under this Agreement.

(b) The foregoing warranty shall commence the Effective Date and continue through the remainder of the term of this Agreement. As our sole liability to you in the case of a breach of the warranty set forth in (i) Section 6(a)(i), we will use commercially reasonable efforts to repair the Services with respect to any error, non-conformity or defect so that the Services can be used substantially in accordance with the specifications set forth in the Documentation; and (ii) Section 6(a)(ii), to provide the services level credits pursuant to the policy outlined in the applicable Service Level Agreement. We do not warrant that the Services will meet your requirements or will operate uninterrupted or error free.

(c) EXCEPT FOR THE EXPRESS WARRANTY IN SECTION 6(a), THE SERVICES ARE PROVIDED "AS IS", AND TO THE FULLEST EXTENT PERMITTED BY LAW, Maximum Solutions AND ITS SUPPLIERS EXCLUDE ALL OTHER EXPRESS AND IMPLIED TERMS, WARRANTIES OR REPRESENTATIONS REGARDING THE SERVICES ARISING BY LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED TERMS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Some jurisdictions do not allow for the exclusion or limitation of implied warranties, so the above limitations or exclusions may not apply to you.

7. Indemnification

At our expense we will defend, indemnify and hold you harmless against any third party claim that the Services infringe a patent, trademark, copyright or other intellectual property right enforceable in any country in which Maximum Solutions or its affiliated companies have operations in accordance with this Agreement. We will pay all costs, damages and attorney's fees that a court finally awards as a result of such claim. But you must give us prompt written notice of the claim, cooperate fully with us in its defense, and give us sole authority to control the case and any related settlement negotiations. We will not be responsible for any settlement made without our written consent. Our obligations under this Section do not apply if a claim is based on the use of Customer's content. If a third party infringement claim is sustained in a final judgment from which no further appeal is taken or possible, or if your use of the Services is enjoined by a court, then we shall, in our sole reasonable election and expense, either: (i) procure your right to continue to use the Services in accordance with this Agreement; (ii) replace or modify the Services to make them non-infringing; or (iii) if (i) and (ii) are not reasonably feasible, terminate this Agreement and refund to you the Initial Setup Fee and, in addition, any other fees paid by you

during the 3-month period then preceding the termination. Other than as provided in this Section, you and your affiliates, subsidiaries and representatives shall have no other remedy against us arising from a claim of actual or alleged infringement of intellectual property rights respecting the Services.

8. Limitation of Liability

(a) The parties agree that, to the fullest extent permissible under law, in no event shall a party, and in the case of Maximum Solutions, its suppliers, be liable to the other for any direct or indirect loss of profits or any incidental, consequential, indirect, special or punitive damages (including without limitation lost savings, loss of use or loss of data) arising out of or related to this Agreement or with respect to the installation, use or operation of the Services, whether in contract, tort, negligence or other form of action even if the party has been apprised of the possibility of such damages. This Section shall apply notwithstanding any failure of essential purpose of any limited remedy.

(b) The parties hereto specifically agree that except for amounts properly payable to Maximum Solutions hereunder, the total liability of either party to the other for damages under this Agreement shall not exceed an amount equal to the Initial Setup Fee and, in addition, any other fees paid by you within the 12-month period immediately preceding the occurrence of the event that is the subject of the claim.

(c) The limits described in this Section 8 shall not apply with respect to a breach of the obligations under Sections 3 (Ownership; Reverse Engineering; Restrictions), Section 6 (a) (ii) and Section 11 (Export), and shall not limit Maximum Solutions' obligations under Section 7 (Indemnification) or Customer's obligations under Section 14 (Customer Obligations).

9. Assignment

You may not license, sublicense, assign, sell, rent, lease, or otherwise transfer the Services or this Agreement without our prior written consent. Notwithstanding the foregoing, you may, without our consent, (a) assign this Agreement to a subsidiary or affiliate, provided you remain liable for such entity's performance; and (b) assign this Agreement to another entity pursuant to a merger, consolidation or acquisition of all or substantially all of your assets; provided that in each case you notify us of the assignment in writing and the assignee agrees to be bound by this Agreement.

10. Terms and Termination

(a) Subject to the terms and conditions contained herein, this Agreement shall commence on the Effective Date and shall continue for a term of three (3) years. Upon expiration of the initial term, we may offer you the option of renewing the Agreement for one or more additional terms having a fixed number of months. If you do not renew the Agreement for a fixed term, it will automatically renew for successive extended terms of one month unless and until one of us provides the other with at least thirty days advance notice of non-renewal, or unless terminated earlier under the terms contained within this agreement. After the first year, prices are subject to a maximum of 5% change by Maximum Solutions upon sixty (60) days written notice to customer. Maximum Solutions may terminate this Agreement: (i) on written notice upon Customer's failure to pay amounts when due, after 30 days' written notice and failure to cure; (ii) for breach of a material provision of this Agreement, after 30 days' written notice and failure to cure; (iii) if Maximum Solutions is unable to perform the Services hereunder due to Customer's acts or omissions; (iv) upon any regulatory decision or governmental order requiring Maximum Solutions to suspend Service(s), upon reasonable notice; or (v) if Customer files for bankruptcy or reorganization or

fails to discharge an involuntary petition therefore within 60 days after filing. Any termination hereunder, except under 10(a)(iv), shall subject Customer to applicable termination and other accrued charges. Customer may terminate this Agreement for convenience at any time with thirty (30) days advance written notice.

(b) If the Services are terminated before the end of the Term, which can only be done on 30 days' prior written notice, Customer will pay an early termination charge equal to 100% of the Recurring Fees applicable for the remainder of the Term, except if: (i) Customer terminates as a result of Maximum Solutions' material uncured breach, or (ii) Maximum Solutions terminates other than by reason of Customer's breach or pursuant to Section 10(a) (iv). The parties specifically agree that the damages that Maximum Solutions would incur arising from any breach or early termination of this Agreement by Customer are based upon future facts and conditions which are difficult for the parties to presently predict, anticipate, ascertain or calculate. The parties further agree that such liquidated damages, as determined herein, are based upon the best efforts of the parties to estimate the nature and amount of Maximum Solutions' actual damages, are not penal in nature, and are intended to place Maximum Solutions in the same position it would have achieved, had this Agreement been fully performed by the parties according to the original terms. Upon the effective date of expiration or termination of this Agreement, (a) Maximum Solutions will immediately cease providing the Services, and (b) any and all payment obligations of Customer under this Agreement will become due immediately.

(c) Upon termination for any reason, Customer shall immediately cease use of the Services and shall, within 30 days following the date of termination, destroy all copies of the Documentation or else return such Documentation to us and Maximum Solutions shall, within 30 days following the date of termination, destroy all data files of the Customer and return an electronic copy of such files to Customer.

11. Export

You acknowledge that all or part of the Services is of U.S. origin and subject to U.S. export jurisdiction. Accordingly, you agree to comply with all export and reexport restrictions and regulations ("Export Restrictions") imposed by the U.S. Government. You represent and warrant that you understand that U.S. law currently prohibits the export or reexport, directly or indirectly, of U.S.-origin products and technology to certain proscribed countries, entities, organizations and individuals, without prior authorization from the U.S. Government. You agree that you will not commit any act or omission that will result in a breach of any such Export Restrictions, including those relating to the export or reexport of cryptographic items. If you breach this clause, Maximum Solutions may terminate this Agreement immediately. Further, you unconditionally accept full responsibility for your compliance with this Section and agree to defend, indemnify and hold us harmless from and against any claim, loss, liability, expense or damage (including fines or legal fees) incurred by us or our affiliates or suppliers as a result of your violation of this Section.

12. Governing Law and Disputes

This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota. Any controversy or claims arising out of or related to this Agreement shall be venued only in the state or federal court in and for a) Hennepin County, Minnesota, or b) the primary jurisdiction in which Customer is using the Services; without regard to their conflict of laws and principles. Such venue shall be determined by the choice of the plaintiff bringing the action.

13. General

(a) Any failure by either party to enforce at any time or for any period of time the provisions of this Agreement shall not be construed as a waiver of such provision, or of the right to enforce that provision.

(b) Each of us agrees that any material breach of this Agreement may cause the other party irreparable harm, and that such non-breaching party may seek injunctive relief.

(c) In the event any part of this Agreement is held to be unenforceable, that shall not affect the enforceability of the remaining provisions.

(d) The headings of each provision of this Agreement are for reference purposes only. This Agreement may not be modified unless the modification is in a writing signed by both parties. This Agreement, and the Order that accompanies it, is complete and constitutes the entire agreement between us with respect to the Software and Services. This Agreement will be binding on and will inure to the benefit of the heirs, executors, administrators, successors and assignees of the parties hereto but nothing in this Section will be construed as consent to any assignment of this Agreement except as provided above.

(e) Any notice or other communication required or permitted in this Agreement shall be in writing and shall be deemed to have been duly given on the day of service if served personally or by facsimile transmission with confirmation, or 5 days after mailing if mailed by First Class mail, registered or certified, postage prepaid, and addressed to Maximum Solutions at the addresses set forth above, or addressed to Customer at the address set forth in the initial Order, or at such other addresses as may be specified by either party pursuant to the terms and provisions of this paragraph.

14. Customer Obligations

(a) Customer will: (i) be solely responsible for all Customer Data and any party's reliance hereunder and (ii) allow Maximum Solutions, for the sole purpose of its performance hereunder, to copy, display, distribute, download, transmit and otherwise use the Customer Data solely on behalf of Customer.

(b) Customer warrants and represents that it has all necessary right, title and interest in the Customer Data, and that it has obtained all consents, licenses, permissions and releases necessary to grant Maximum Solutions the right to distribute the Customer Data in accordance with this Agreement.

(c) Customer shall comply with all applicable laws and regulations and with Maximum Solutions' reasonable Policies and Procedures, which Policies and Procedures are communicated in writing, including by website link, as may be in effect from time to time.

(d) "Customer Data" means the text, data, images, sounds, photographs, illustrations, graphics, programs, code and other materials transmitted or stored by Customer, and/or persons under Customer's control through any Service provided hereunder.

(e) The Customer Data will not violate or infringe the rights of others, including, without limitation, any patent, copyright, trademark, trade dress, trade secret, privacy, publicity, or other personal or proprietary right.

(f) The Customer Data will not violate any laws to which Customer or Maximum Solutions may be subject, or constitute a defamation or libel of Maximum Solutions or any third party and will not result in the obligation of Maximum Solutions to make payment of any third party licensing fees.

(g) Customer acknowledges and agrees that Maximum Solutions exercises no control over, and accepts no responsibility for, the content of the information passing through Maximum Solutions' network or the Internet. Customer assumes responsibility for its use of the Services, and the Internet. Customer understands and agrees further that the Internet contains materials some of which are socially inappropriate or may be offensive; and is accessible by persons who may attempt to breach the security of Maximum Solutions and/or its network(s). Maximum Solutions has no control over and expressly disclaims any liability or responsibility whatsoever for such materials or actions. Customer and its users and end users access the Service at their own risk. Maximum Solutions is not liable for the content of any data transferred either to or from Customer or stored by Customer or via the Services provided by Maximum Solutions.

(h) At Customer's expense Customer will defend, indemnify and hold Maximum Solutions harmless against any third party claim that the Customer Data infringes a patent, trademark, copyright or other intellectual property right in accordance with this Agreement and for any other loss incurred resulting from the Customer Data. But Maximum Solutions must give Customer prompt written notice of the claim, cooperate fully with Customer in its defense, and give Customer sole authority to control the case and any related settlement negotiations.

15. Mass Email Module

Maximum Solutions partners with SendGrid, a third party delivery service, to process emails through the Mass Email module in MaxGalaxy. SendGrid is fully integrated to offer seamless communications. Standard Pricing is listed below:

Email Volume	Pricing per Month
25,000	$25
50,000	$50
75,000	$75
100,000	$90
100,000+	Contact Rep for quote

If maximum volume is met in a given month, all emails from MaxGalaxy will not send until the next cycle! Upgrades are available in increments of 2,500 for $5 or you may upgrade to the next volume limit based on the pricing table above. To upgrade please call 763-235-2349.

(a) Clients may opt to reserve a dedicated IP Address for an additional $25/month. This address can be whitelabeled for your organization. IP whitelabeling is the process of re-naming the domain name system (DNS) in your registrar or web-hosting provider so that messages reference your domain rather than SendGrid's. IP whitelabeling effectively masks that SendGrid is sending your email messages on your behalf.

(b) Maximum Solutions reserves the right to disable a Client's Mass Email access if their email reputation, as assigned by SendGrid, goes below 90%. SendGrid calculates reputation based on the percent of requests that are delivered and spam reports. In lieu of disabling the functionality, the Client may opt to purchase a dedicated IP address at their own expense.

The following contract has been accepted by the following parties:

MAXIMUM SOLUTIONS, LLC.

By: _____ _____
(Signature) (Date)

_____ _____
(Typed or Printed) (Title)

City of Bloomington, IL

By: _____ _____
(Signature) (Date)

_____ _____
(Typed or Printed) (Title)

MaxGalaxy Price Proposal

Maximum Solutions, Inc.

4570 W 77th St, Suite 365
Edina, MN 55435

Date	Price Proposed By:	Price Proposed For:
Thursday, March 23, 2017	Maximum Solutions	Bloomington, IL - Parks & Rec Dept
Valid thru:	Jesse Parker	Eric Veal
6/21/2017	763-235-2174	Bloomington, IL
		(309) 434-2402
		eveal@cityblm.org

Special Notes or Comments:
MaxGalaxy cloud based software is a monthly subscription service. Unless specified, Maximum Solutions requires new customers to sign and pay 12 months of hosting fees upfront. Additional discounts apply for longer approved contracts.

Initial Setup and Configuration Costs	Price
Setup and Configuration of MaxGalaxy Core System	$ 5,000
Conversion Fees, etc. ** Handled on a case-by-case basis based on cilent requirements*	
Project Management	$ 5,000
Total Initial Setup and Configuration Costs	**$ 10,000**

Application Module and Monthly Costs			Concurrent Users	Monthly Costs
Hosted Core Applications Include:			Up to 50	
Facility Scheduling				$ 250
Activity Registration				$ 250
League Scheduling				$ 150
Membership Management				$ 250
Point of Sale				$ 250
Inventory Management				$ 100
Digital Signage				$ 100
Day Camp				$ 100
Additional Applications Include:	**Notes**			
Website Integration				$ 100
Credit Card Processing	Requires a payment gateway, see additional items below			
General Ledger Exporting				$ 50
Mass E-mail **If purchasing, see Amendment A.*		Email volume:	25,000	$ 25
Photo ID Printing	No charge			INC
Ad Server				INC
Customer Web Portal				INC
Online Account Mgmt/Payments				INC
Online Facility	Requires Facility Scheduling			INC
Online Campground	Requires Campground Booking			INC
Online Membership	Requires a Membership application			INC
NOTE: *The online customer portal requires payment by EFT, so credit card is required*				
			IAPD Discount	$ (150)
			Total Monthly Costs	**$ 1,475**

Training Costs	Price
Application Training	$ 5,000
**If onsite, the client is responsible for the travel costs (hotel, car, airfare, etc.) that apply.*	
Total Training Costs	**$ 5,000**

Additional Items	Qty	Price
For Credit Card Processing: PayPal, Element, etc. We recommend Element Payments Credit Card Processing Gateway- 100% Compliance	1	Estimated $25/month
For Storing EFT Information: A PASS account for storing credit cards in a 100% PCI Compliant environment *Above pricing is with keeping your current credit card processer. If you do hosting services with Element Payments (Global Payments in Canada) they will waive these montly costs. You can also take in-house credit card payments as well, just simply add a PCI compliant swipe device: $99.00 + $10 s/h.	1	Estimated $15/month
Computer Hardware: From the Additional Hardware Items Page		
Total Additional Costs		$ -

Total Investment Summary & Breakdown					
Summary & Budgeting			Total Setup and Configuration Costs	$	10,000
Monthly Costs	**$**	**1,475**	Monthly Costs Per Yr (12 month prepay)	$	17,700
Yearly Prepay	**$**	**17,700**	Total Training Costs	$	5,000
	Yearly Cost	**Investment from Start**	**Final Cost (in USD)**	**$**	**32,700**
Year 2	$ 17,700	$ 50,400			
Year 3	$ 17,700	$ 68,100			

Customer Signature

Customer Title

Date

CONSENT AGENDA ITEM NO. 7P

FOR COUNCIL: April 24, 2017

SUBJECT: Consideration to approve the grant agreements for the Illinois Housing Development Authority's Single Family Rehabilitation Program (IHDA SFR) and Abandoned Property Program (IHDA APP) in the amount of $236,250 by Resolution authorizing the Mayor to sign and submit the agreements to IHDA.

RECOMMENDATION/MOTION: That Council approve the Resolutions identified below allowing the Mayor to sign and submit the IHDA SFR and IHDA APP grant agreements:

1. A Resolution Accepting a Grant from the Illinois Housing Development Authority's Single Family Rehabilitation Program; and

2. A Resolution Accepting a Grant from the Illinois Housing Development Authority's Abandoned Residential Property Municipal Relief Program

STRATEGIC PLAN LINK: Goal #4 – Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE: Objective B: Upgraded quality of older housing stock; Objective C: Preservation of property/home valuations

BACKGROUND: The City has a history of participating in various IHDA grant programs such as the Single-Family Owner-Occupied Rehabilitation (SFOOR) Program and the Abandoned Property Program (APP). The Single Family Rehabilitation Program (SFR) program has replaced the SFOOR program and is funded through the Illinois Housing Trust Fund. The current grant agreement offers the City $236,250 in funding to provide home rehabilitation for at least (3) homeowners at 50% or less of AMI and (2) homeowners at 80% or less of AMI. The grant requires that the homes meet IHDA Property Standards upon completion of the project with correcting code violations and safety concerns being the top priorities. The grant allows 5% of the funds for Administrative expenses. Funds must be reserved in IHDA's MITAS system within the first 12-months of the program, which begins May 1, 2017, and expended by program's end (April 30, 2019).

The City participated in the APP Round One program which closed in July 2016. Through that program, the City was able to support demolition and property maintenance activities at (6) properties. The new agreement provides the City with $75,000 in funding through the Round Two program, roughly $20,000 more than Round One. Funds will be utilized to support property maintenance such as mowing and debris cleanup, securing properties (board ups) and demolitions.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not Applicable

FINANCIAL IMPACT: Receipt of the SFR funds will help offset some of the CDBG monies expended on homeowner rehabilitation activities. These funds are included in the FY 2018 Adopted Budget under SFOOR-Federal Grants account (22502520-53110-56000).

The APP funds totaling $75,000 will help offset some of the General Fund dollars spent on property maintenance of abandoned properties such as mowing, weed abatement, securing the property and demolition. These funds are included in the Adopted Budget under IHDA APP-Federal Grants account (22502520-531100-55000).

COMMUNITY DEVELOPMENT IMPACT: The additional funds will assist Community Development in reaching its 5-year Strategic Goals for both the Homeowner Rehabilitation and Demolition programs.

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

Respectfully submitted for Council consideration.

Prepared by: Jennifer Toney, Grants Coordinator

Reviewed by: Tom Dabareiner, Community Development Director

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Resolution – IHDA SFR Program
- Resolution - IHDA App
- Grant Agreement - IHDA SFR Program
- Grant Agreement - IHDA App
- Certificate Of Incumbency - IHDA SFR Program
- Certificate Of Incumbency - IHDA App Program

RESOLUTION NO. 2017-____

A RESOLUTION ACCEPTING A GRANT FROM THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY'S SINGLE FAMILY REHABILITATION PROGRAM.

WHEREAS, the City of Bloomington (the "Sponsor") has been awarded a grant (the "Grant") from the Illinois Housing Development Authority (the "Authority") program administrator of the Illinois Affordable Housing Program (the "TRUST FUND Program") for the State of Illinois, in the amount of Two hundred thirty-six thousand two hundred fifty and No/100 Dollars ($236,250.00) under the Authority's Single Family Rehab Program (the "SFR") and in order to administer the funds allocated pursuant to such Grant, including but not limited to the SFR Funding Agreement (the "Agreement"), and authorize certain of its officials to execute the appropriate documents required in connection with the Grant.

THEREFORE BE IT RESOLVED, that the Sponsor shall enter into the Agreement with the Authority wherein the Authority agrees to make the Grant to the Sponsor, which shall be used by the Sponsor to assist in the making of health and safety repairs of low income households, all in accordance with the terms and conditions set forth in the Agreement.

FURTHER RESOLVED, that the Mayor of the Sponsor and the City Clerk of the Sponsor are hereby authorized and empowered to execute and deliver in the name of or on behalf of the Sponsor the Agreement and any and all amendments, modifications and supplements thereto, and to execute and deliver such additional documents, instruments and certificates, as may be necessary or desirable for the Sponsor to perform it's obligations under the Agreement, including, but not limited to the Owner Agreement between the Sponsor and the household or landlord.

FURTHER RESOLVED, that the Mayor and the City Clerk be and hereby are authorized and directed to take such additional actions, to make further determinations, to pay such costs and to execute and deliver such additional instruments (including any amendments, Agreements or supplements) as he or she deems necessary or appropriate to carry into effect the foregoing resolutions.

FURTHER RESOLVE, that the Sponsor hereby ratifies, authorizes and confirms and approves all documents and instruments executed in connection with the Grant and the Agreement, including those acts taken prior to the date hereof.

(Signature page follows)

PASSED BY THE CITY OF BLOOMINGTON'S CITY COUNSEL, STATE OF ILLINOIS AND APPROVED BY ITS MAYOR THIS 26TH DAY OF APRIL 2017.

APPROVED:

_____

Tari Renner, Mayor

RESOLUTION NO. 2017-____

A RESOLUTION ACCEPTING A GRANT FROM THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY'S ABANDONED RESIDENTIAL PROPERTY MUNICIPAL RELIEF PROGRAM.

WHEREAS, the City of Bloomington (the "Sponsor") has been awarded a grant (the "Grant") from the Illinois Housing Development Authority (the "Authority") program administrator of the Abandoned Residential Property Municipal Relief Program (the "Program"), as that Program is authorized by Section 7.31 of the Illinois Housing Development Act, 20 ILCS 3805/1 et seq. and the rules promulgated under the Act codified at 47 Ill. Adm. Code 381, as may be amended from time to time.

THEREFORE BE IT RESOLVED, that the Sponsor shall enter into the Agreement with the Authority wherein the Authority agrees to make the Grant to the Sponsor, which shall be used by the Sponsor to assist with the maintenance and demolition of abandoned properties within the Recipient's area, all in accordance with the terms and conditions set forth in the Agreement.

FURTHER RESOLVED, that the Mayor of the Sponsor and the City Clerk of the Sponsor are hereby authorized and empowered to execute and deliver in the name of or on behalf of the Sponsor the Agreement and any and all amendments, modifications and supplements thereto, and to execute and deliver such additional documents, instruments and certificates, as may be necessary or desirable for the Sponsor to perform it's obligations under the Agreement.

FURTHER RESOLVED, that the Mayor and the City Clerk be and hereby are authorized and directed to take such additional actions, to make further determinations, to pay such costs and to execute and deliver such additional instruments (including any amendments, Agreements or supplements) as he or she deems necessary or appropriate to carry into effect the foregoing resolutions.

FURTHER RESOLVE, that the Sponsor hereby ratifies, authorizes and confirms and approves all documents and instruments executed in connection with the Grant and the Agreement, including those acts taken prior to the date hereof.

(Signature page follows)

PASSED BY THE CITY OF BLOOMINGTON'S CITY COUNSEL, STATE OF ILLINOIS AND APPROVED BY ITS MAYOR THIS 26TH DAY OF APRIL 2017.

APPROVED:

_____

Tari Renner, Mayor

STF-51225

FUNDING AGREEMENT

This **FUNDING AGREEMENT** (this "Agreement"), is made and entered into as of the 28th day of April, 2017, by and between **CITY OF BLOOMINGTON**, an Illinois unit of local government (the "Sponsor"), and the **ILLINOIS HOUSING DEVELOPMENT AUTHORITY** (the "Authority" or "IHDA"), a body politic and corporate of the State of Illinois (the "State") established pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1 *et seq*., as amended from time to time (the "Act").

R E C I T A L S:

A. IHDA is the program administrator of the Illinois Affordable Housing Program (the "Program") authorized by the Illinois Affordable Housing Act, 310 ILCS 65/1 *et seq*., as amended from time to time (the "Trust Fund Act"), and the rules promulgated under the Trust Fund Act (the "Trust Fund Rules"), as amended and supplemented; all capitalized terms used in this Agreement and not otherwise defined shall have the meanings established in the Trust Fund Act or, if not so established, in the Trust Fund Rules.

B. IHDA has issued, and the Sponsor has accepted, a conditional commitment letter dated March 15, 2017 (the "Commitment"), pursuant to which IHDA has agreed to make funds available to the Sponsor in the sum of Two Hundred Thirty-Six Thousand Two Hundred Fifty and No/100 Dollars ($236,250.00) (the "Funds") to make forgivable loans ("Loans") to certain Low Income Households (as defined in **Paragraph 9** hereof) and Very Low Income Households (as defined in **Paragraph 9** hereof) in connection with making repairs to their homes (the "Households") by replacing costly maintenance items for the purpose of removing health and safety hazards (the "Rehabilitation") to their home (the "Home(s)") for approximately five (5) single family homes (the "Homes"), located in Bloomington, Illinois, to be identified at a later date (the "Project"). The provision of the Funds shall be subject to the contingencies, terms and conditions set forth below.

C. As an inducement to IHDA to make the Funds available, the Sponsor has agreed to enter into this Agreement and consents to be regulated and restricted by IHDA as provided in this Agreement and in the Trust Fund Act, the Trust Fund Rules, the Act, and the rules, regulations, policies and procedures of IHDA promulgated under the Act, as amended and supplemented (the "Act Rules"). In addition, Sponsor acknowledges that it has received, reviewed and understands that certain Trust Fund Single Family Rehab Program Manual (the "Program Manual"). The Sponsor has agreed that, in addition to the provisions of this Agreement, it shall at all times comply with the requirements of the Program Manual. The Program Manual is incorporated into this Agreement by this reference.

NOW, THEREFORE, in consideration of the recitals set forth above and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. **Incorporation**. The foregoing recitals are made a part of this Agreement.

2. **Act and Regulations**. The Sponsor agrees that at all times its acts regarding the Project shall conform with the Trust Fund Act, the Trust Fund Rules, the applicable provisions of the Act and the Act Rules, and the Program Manual.

3. **Additional Covenants**. The Sponsor agrees that:

a. The Sponsor shall use the Funds to make Loans to Households (as defined in **Paragraph 9** hereof) identified and approved by the Sponsor to participate in the Project; each such Household, as provided in the Commitment, shall be a Household whose income does not exceed the income limits for a Low Income Household (as defined in **Paragraph 9** hereof) or Very Low Income Household (as defined in **Paragraph 9** hereof) as of the date of the making of a Loan to such Household. The proceeds of the Loans shall be used only for making repairs to the Homes to be included in the Project by replacing costly maintenance items for the purpose of removing health and safety hazards. Funds may not be used for institutional properties, but must be for independently-owned residences. In conjunction with the execution of this Agreement, the Sponsor shall execute and deliver to IHDA the sworn certification attached to this Agreement as **Exhibit A**.

b. The Sponsor shall complete the Electronic Income Calculator in the form attached to this Agreement as **Exhibit B** (the "Income Calculator"), as updated by IHDA from time to time, from each Household applying to participate in the Project prior to the making of a Loan to such Household. In the manner prescribed by IHDA, the Sponsor shall obtain written evidence substantiating the information given on each Income Calculator and shall retain such evidence in its files for five (5) years after the year to which such evidence pertains.

c. **INTENTIONALLY OMITTED**

d. Prior to the making of a Loan, Sponsor shall enter into a homeowner agreement (the "Owner Agreement") with the Household in the form attached hereto as **Exhibit C**.

e. Each Loan shall (i) be in an amount not to exceed Forty-Five Thousand and No/100 Dollars ($45,000.00), (ii) bear no interest, (iii) have a term of five (5) years ("Term"), and (iv) be forgiven at the rate of one-sixtieth ($1/60^{th}$) of the amount of the Loan at the end of each month throughout the Term. The unforgiven, outstanding amount of each Loan shall be payable in full upon the earlier of (w) the sale or transfer of the Home, other than by inheritance to a co-owner of the Home or by operation of law upon the death of a joint tenant owner or to a spouse as a result of a divorce of co-owners or (x) the

Home is no longer the principal residence of the Household or (y) a refinancing of the Home resulting in the Household being allowed to receive a cash payment. Each Loan shall be evidenced by a promissory note (individually, a "Note"), and shall be secured by a junior position mortgage (individually, a "Mortgage") on the Home. The Sponsor shall use the form of Note and Mortgage attached to this Agreement as **Exhibits D** and **E** respectively.

f. The Sponsor shall act as construction manager with respect to the Rehabilitation of each Home, which role shall include the initial property assessment and inspection and rehabilitation work write-ups and preparation and review of bids, construction inspections, draw inspections and final inspections.

g. The Sponsor shall require that, for each Home, the Household and any contractor obtain and comply with all federal, state and local governmental approvals required by law.

h. Each Home shall comply with the Lead Poisoning Prevention Act, 410 ILCS 45, and any regulations promulgated thereunder, and the Lead-Based Paint Prevention Act, 42 USC 4821, *et seq.*, and its implementing regulations promulgated at 24 CFR Part 35, each as respectively amended from time to time, and other applicable federal, state and local laws regulating lead-based paint and lead-based paint hazards.

4. **Additional Duties**. In addition to the other duties of the Sponsor set forth in this Agreement, the Sponsor shall comply with the following:

a. Record Retention Requirements. Sponsor shall maintain, for a period of not less than five (5) years after the Termination Date (as defined in **Paragraph 11** hereof), adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all funds disbursed in conjunction with this Agreement. Sponsor shall make available this Agreement and all books, records and supporting documents related to this Agreement for review and audit by IHDA, the Auditor General, or the Attorney General or their designated agents or representatives. Sponsor shall cooperate fully with any audit conducted by IHDA, the Auditor General or the Attorney General and shall permit IHDA, the Auditor General or the Attorney General full access to all relevant materials. Sponsor further agrees that the failure of Sponsor to maintain the books, records, and supporting documents required by this Paragraph shall establish a presumption in favor of the State of Illinois and IHDA for the recovery of any funds paid by the State of Illinois or IHDA under this Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement.

b. Reports to IHDA. Until the time by which all of the Funds provided under this Agreement have been disbursed and the Project has been completed, the Sponsor shall provide IHDA with the following reports:

i. *Annual Audited Financial Statements*.

a) The Sponsor shall provide IHDA with Audited Financial Statements (the "Financial Statements") on an annual basis within nine (9) months of the end of the prior fiscal year.

b) The Financial Statements must be prepared and certified by a Certified Public Accountant.

c) The Financial Statements shall provide a specific reference to the Funds provided to the Sponsor under this Agreement as well as all disbursements to the contractors engaged by Households that occurred during such fiscal year.

ii. *Quarterly Reports*.

a) The Sponsor shall provide IHDA with reports regarding the progress of the Project (the "Quarterly Report") on a quarterly basis by the 15th day of the month following the end of such quarter.

b) The Sponsor shall use the Quarterly Report form as provided in the Program Manual.

c. Selection of Households. In the selection of Households to participate in the Project, the Sponsor shall comply with the Participant Selection Plan delivered to IHDA pursuant to the Commitment and approved by IHDA.

5. Disbursement of Funds. IHDA shall disburse Funds for a Loan on or after the date of closing for the Loan (the "Rehabilitation Closing Date") and upon the following conditions being met:

a. Income Calculator. The Sponsor has delivered an Income Calculator, fully executed by the Household, and any other documentation as IHDA may require to support the income determination for the Household;

b. Document Delivery. Sponsor has delivered a fully executed Note and Mortgage, and all other documents and showings requested by IHDA or its counsel;

c. Request for Disbursement. As a condition precedent to IHDA's obligation to disburse proceeds of the Loan, IHDA shall be furnished with the original

or copies of each of the following documents and instruments in form and substance satisfactory to IHDA (sometimes collectively referred to as a "Request for Disbursement"). All documents and instruments comprising a Request for Disbursement shall be submitted to IHDA at least ten (10) business days prior to the date of any proposed disbursement of the proceeds of the Loan. The following documents comprising the Request for Disbursement shall be duly completed, and signed and sworn to by the party or parties executing them:

i. Sponsor's disbursement request summary, including all back-up documentation;

ii. A request for payment by the general contractor for each Home executed by such general contractor and, if applicable, an architect's certificate for payment executed by the architect for each Home;

iii. Copies of building permits for any aspect of the Home issued since the date of the most recent disbursement and not previously furnished to IHDA, if applicable; and

iv. All other documents, information and other items as may be reasonably required by IHDA.

Within ten (10) business days from receipt of the foregoing documents, the Authority shall approve or reject the Request for Disbursement. If approved, the Authority shall notify the Sponsor and cause the disbursement of the appropriate amount of funds to the Sponsor within thirty (30) business days from the date of its approval. If the Request for Disbursement is rejected, the Authority shall give its reasons for such rejection in writing.

Within five (5) business days from receipt of the proceeds of the Loan in connection with Rehabilitation of a Home, the Sponsor shall pay all contractors for all work performed on such Home; provided, however, that all such contractors have provided the Sponsor with partial or final lien waivers, as applicable, for such work.

Notwithstanding the foregoing, if the Sponsor is unable or unwilling to pay the contractors by the date identified in the preceding paragraph, the Sponsor shall immediately remit any unpaid funds to IHDA. The Sponsor agrees that any monies received from IHDA and awaiting disbursement to contractors shall be deposited and held in a non-interest bearing, FDIC-insured bank account.

d. Provision of Documents to IHDA. Sponsor shall, within ten (10) days of the Rehabilitation Closing Date, deliver to IHDA: (i) the Note; and (ii) the

Mortgage. Sponsor shall cause the original, recorded Mortgage to be returned to IHDA, either directly from the Office of the Recorder of Deeds for the County in which the Home is located, or through the Sponsor.

e. Separate Bank Account. IHDA shall transfer the funds directly to a bank account (the "Bank Account"), established at a bank or other financial institution ("Bank") selected by the Sponsor and acceptable to the Authority. The Sponsor shall provide evidence of the Bank Account to the Authority on a form acceptable to the Authority and shall include ACH instructions. The Sponsor shall be responsible for the management of the Bank Account, and shall cause the Bank to provide the Authority with copies of statements upon Authority request. The Sponsor is strongly encouraged to maintain the Bank Account as a separate account designated solely for the Program and the Authority reserves the right to require the Sponsor to do so. Any fees and costs charged or incurred by Bank in connection with the Bank Account shall be paid by the Sponsor.

6. Monitoring of Project by IHDA. IHDA shall have the right at any time during the term of the Loan and for five (5) years thereafter, upon reasonable notice to the Sponsor, to inspect the books and records of the Sponsor relating to the Project and any Home in the Project.

7. Violation of Agreement. Upon learning of a violation of any of the provisions of this Agreement by the Sponsor, IHDA may give notice of such violation to the Sponsor, as provided in **Paragraph 17** hereof. If such violation is not corrected to the satisfaction of IHDA within thirty (30) days after the receipt of such notice, or within such further time as IHDA in its sole discretion permits, IHDA may declare a default under this Agreement, effective upon notice to the Sponsor, and upon such default IHDA may:

a. Terminate this Agreement, cease disbursing the Funds and recover any unexpended Funds;

b. Recover any Funds expended in violation of the provisions of this Agreement; and

c. Exercise such other rights or remedies as may be available to IHDA under this Agreement, at law or in equity.

No waiver by IHDA of any breach of this Agreement shall be deemed to be a waiver of any other existing or subsequent breach of this Agreement. No delay in exercising, failure to exercise, or incomplete exercise by IHDA of any right under this Agreement shall operate as a waiver of such right or any other right. IHDA's remedies are cumulative and the exercise of one remedy shall not be deemed an election of remedies, nor foreclose the exercise of IHDA's other remedies.

8. Limitations on Use of the Project. All of the Homes shall be occupied by Low Income Households (as defined in **Paragraph 9** hereof) or Very Low Income Households (as defined in **Paragraph 9** hereof).

9. Definitions. As used in this Agreement, the following terms shall have the following meanings:

a. "Household" means a single person, family or unrelated persons living together who enter into an agreement with the Sponsor for the rehabilitation of a Home under the Project.

b. "Low Income Household" means a Household whose annualized adjusted income is less than or equal to eighty percent (80%) of the median income of McLean County, adjusted for family size, as such annualized adjusted income and median income for the area are determined from time to time by the United States Department of Housing and Urban Development for purposes of Section 8 of the United States Housing Act of 1937 (the "Median AMI").

c. "Very Low Income Household" means a Household whose annualized adjusted income is less than or equal to fifty percent (50%) of the Median AMI.

1**0. Certifications.**

a. Sponsor shall not, in the selection of Households for participation in the Project, in the provision of services in connection with the Project, or in any other manner, discriminate against any person on the grounds of race, color, creed, religion, sex, age, disability, national origin, familial or marital status, unfavorable military discharge or because the prospective Household is receiving governmental rental assistance.

b. Sponsor shall comply with all of the provisions of Paragraph 13 of the Act, Section 10(a) of the Trust Fund Act and all other provisions of federal, state and local law relative to non-discrimination.

c. The Sponsor agrees not to commit unlawful discrimination in employment in Illinois as that term is used in the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq*.) and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination. The Sponsor agrees to comply with the applicable provisions of the Fair Housing Act (42 USC 3601 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), the Illinois Environmental Barriers Act (410 ILCS 25), the Illinois Accessibility Code (71 Ill.Adm. Code 400), and all other applicable state and federal laws concerning discrimination and fair housing. The Sponsor further agrees to take affirmative action to ensure

that no unlawful discrimination is committed.

d. The Sponsor agrees and acknowledges that they are in compliance with and will remain in compliance with all federal and State laws, rules, and regulations required as a regular course of their business and pursuant to Act, the Act Rules, the Trust Fund Act, the Rules, and the Program. The Sponsor agrees and acknowledges that it is its responsibility to determine which laws, rules and regulations apply.

e. Sponsor is not barred from receiving funds under any federal program or any program of the state. In addition, Sponsor is not delinquent in the payment of any debt to the State of Illinois (or if delinquent has entered into a deferred payment plan to pay the debt), and Sponsor and its affiliates acknowledge the Authority may declare this Agreement void if this certification is false or if Sponsor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt.

f. Sponsor has not been convicted of bribery or attempting to bribe an officer or employee of the State in that officer's or employee's official capacity; nor has it made an admission of guilt of such conduct which is a matter of record but has not been prosecuted for such conduct. In addition, if Sponsor has been convicted of a felony, as least five (5) years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business.

g. Sponsor certifies, to the best of his or her knowledge and belief, that the undersigned has adopted and implemented and will enforce an Information Security Policy ("Privacy Policy") that: (a) complies with the Gramm-Leach-Bliley Act (the "GLB Act"); (b) complies with the Federal Trade Commission's established policies and procedures for safeguarding information for applicants' and individual participants ("Participants") of the Project (the "Safeguard Rule"); (c) includes appropriate measures to dispose of applicants' and Participants' information in compliance with the foregoing (the "Disposal Rule"); and (d) complies with the Personal Information Act (the "PIP Act") (the GLB Act, the Safeguard Rule, the Disposal Rule and the PIP Act shall be collectively referred to herein as the "Privacy Legislation").

h. Sponsor additionally certifies, to the best of his or her knowledge and belief, that the undersigned's Privacy Policy: (a) creates a form of privacy notice that is in compliance with the Privacy Legislation ("Privacy Notice); (b) requires that the Privacy Notice be delivered to all individuals prior to a relationship being established with and prior to the applicant disclosing any nonpublic personal information to the Sponsor regardless of whether or not a loan is extended to this individual; (c) directs that the Privacy Notice be sent by mail to the last known address or delivered in person to all of the existing Participants under the Project and yearly thereafter for the duration of the

relationship with the Participants; (d) provides that if the Sponsor changes its Privacy Policy that the Sponsor will need to provide a new, revised Privacy Notice reflecting the changes to the Privacy Policy to the Participants; and (e) complies with all of the requirements set forth in that certain Notice Regarding Privacy Act delivered to the Sponsor by the Authority.

i. Sponsor acknowledges that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification, attached to this Agreement as **Exhibit F**, is a prerequisite for making or entering into this transaction.

j. Sponsor agrees to comply with the Drug Free Workplace Act (30 ILCS 580/1 *et seq*.). The Sponsor's Drug Free Workplace Certificate attached to this Agreement as **Exhibit G** is made a part of this Agreement.

k. In the event that IHDA provides Funds to the Sponsor in the amount of Two Hundred Fifty Thousand and No/100 Dollars ($250,000.00) or more, Sponsor certifies that it shall comply with the Minorities, Females, and Persons with Disabilities Act (30 ILCS 575) regarding minority contracting and Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) regarding equal employment practices.

11. Effective Date and Termination. This Agreement shall become effective on the date and year first above written (the "Effective Date") and shall terminate on April 29, 2019 (the "Termination Date"). All Loans shall be closed before the Termination Date. Any funds remaining unexpended on the Termination Date shall be returned to IHDA within forty-five (45) days after the Termination Date or the date upon which the obligations of Sponsor set forth herein are terminated, whether for violation of this Agreement as set forth in **Paragraph 7** above, or otherwise.

12. Amendment of Agreement. This Agreement shall not be altered or amended except by a written instrument signed by the parties to it.

13. Partial Invalidity. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of its remaining portions.

14. Binding on Successors. This Agreement shall bind, and the benefits shall inure to, the respective parties hereto, their legal representatives, successors in office or interest and assigns, provided that the Sponsor may not assign this Agreement, its right to the Funds or any of its obligations under this Agreement without the prior written approval of IHDA.

15. Gender. The use of the plural in this Agreement shall include the singular; the singular shall include the plural; and the use of any gender shall be deemed to include all genders.

16. **Captions**. The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of any provision of the Agreement.

17. **Notices**. Notices under this Agreement shall be given as provided in **Exhibit H** attached to and made a part hereof.

18. **No Personal Liability.** No member, officer, agent or employee of IHDA, their successors and assigns, shall be liable personally concerning any matters arising out of or in relation to the undertakings or obligations set forth in this Agreement.

19. **Indemnification of IHDA**. Sponsor agrees to defend and indemnify and hold harmless IHDA from and against any and all damages, including, but not limited to, any past, present or future claims, actions, causes of action, suits, demands, liens, debts, judgments, losses, costs, liabilities and other expenses, including, but not limited to, reasonable attorneys' fees, costs, disbursements, and other expenses, that the Authority may incur or suffer by reason of or in connection with the Project, except those caused solely by the gross negligence or willful misconduct of IHDA. Sponsor further agrees that IHDA, if it so chooses, shall have the right to select its own counsel with respect to any such claims and the indemnification contained in this **Paragraph 19** shall cover the costs, expenses and fees of any such counsel. The obligations of the Sponsor under this **Paragraph 19** shall survive the making of the Grants and Loans.

20. **Counterparts**. This Agreement may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Agreement must be produced or exhibited, be the Agreement, but all such counterparts shall constitute one and the same instrument. As used herein, the term "counterparts" shall include full copies of this Agreement signed and delivered by facsimile transmission, as well as photocopies of such facsimile transmissions. IHDA reserves, in its sole and absolute discretion, the right to require original signatures or to rely on facsimile transmissions or photocopies of facsimile transmissions and the Sponsor and any other party signing this Agreement, hereby waives any rights to object to the validity of their signature based upon IHDA's determination as aforesaid.

21. **Required HUD Provision.** The restrictions contained in this Agreement shall automatically terminate if title to the mortgaged property is transferred by foreclosure or deed-in-lieu of foreclosure, or if the mortgage is assigned to the Secretary of the United States Department of Housing and Urban Development.

REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers.

IHDA:

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By: _____
Name: _____
Its: _____

SPONSOR:

CITY OF BLOOMINGTON

By: _____
Its _____
FEIN/TAX ID# _____

Exhibits:

A. Illinois Affordable Housing Trust Fund Sponsor Certification
B. Illinois Affordable Housing Trust Fund Income Calculator
C. Form Owner Agreement
D. Form Note
E. Form Mortgage
F. Notice Regarding Privacy Act
G. Drug Free Workplace Certificate
H. Notices

EXHIBIT A

ILLINOIS AFFORDABLE HOUSING TRUST FUND
SPONSOR CERTIFICATION

As of the date set forth below, I, the _____ of City of Bloomington, an Illinois unit of local government ("Sponsor"), hereby certify under oath and under penalty of perjury, that: (1) all information provided or set forth in the Funding Agreement dated April 28, 2017 and attached hereto the "Agreement"), or upon which the Illinois Housing Development Authority has relied in determining to provide a grant of funds (the "Grant") to Sponsor pursuant to the Illinois Affordable Housing Act, 310 ILCS 65/1 *et seq*., and the rules promulgated thereunder, both as amended and supplemented from time to time, is true and correct to the best of the Sponsor's knowledge, information and belief; (2) that the Grant provided under Agreement shall be used only for the purposes described in the Agreement; and (3) that the award of the Grant in accordance with the terms and provisions of the Agreement is expressly conditioned upon Sponsor providing this certification.

SPONSOR:

CITY OF BLOOMINGTON
an Illinois unit of local government Date: _____

By: _____
Printed Name: _____
Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that _____, personally known to me to be the _____ of _____, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument in his/her capacity as _____ of _____, as his/her free and voluntary act and deed and as the free and voluntary act and deed of _____, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2017.

_____
Notary Public

EXHIBIT B

ILLINOIS AFFORDABLE HOUSING TRUST FUND
INCOME CALCULATOR

(See Attached)

EXHIBIT C

FORM OWNER AGREEMENT

(ATTACHED)

EXHIBIT D

FORM NOTE

(SEE EXHIBIT A TO OWNER AGREEMENT)

EXHIBIT E

FORM MORTGAGE

(SEE EXHIBIT B TO OWNER AGREEMENT)

EXHIBIT F

NOTICE REGARDING PRIVACY ACT

April 28, 2017

City of Bloomington
109 East Olive Street
P.O. Box 3157
Bloomington, Illinois 61701
Attn: The Honorable Tari Renner

Re: Trust Fund Program (STF-51225)

Dear Mayor Renner:

As you know, your organization is the sponsor (the "Sponsor") pursuant to a Conditional Commitment Letter (the "Commitment") and a Funding Agreement (the "Funding Agreement") with the Illinois Housing Development Authority (the "Authority") whereby the Authority will, subject to the terms of the Commitment and the Funding Agreement, make funds available to you as the Sponsor pursuant to the Trust Fund Program (the "Program") for the State of Illinois, in order for the Sponsor to make loans (the "Financing") to certain homeowners (the "Borrowers").

This letter ("Letter") is being sent in connection with **Paragraph C.9** of the Commitment and **Paragraph 10.g** of the Funding Agreement and constitutes notice from the Authority that the Sponsor is the responsible financial institution as defined under Gramm-Leach-Bliley Act (the "GLB Act") under the Financing. The term "financial institutions" under the GLB Act is broadly defined and includes organizations that offer financial products, services or economic advisory services to individuals. The Federal Trade Commission has established rules that require financial institutions to give their applicants (the "Applicants") and the Borrowers a privacy notice (the "Privacy Notice") that explains the financial institution's information collection and sharing practices. The Sponsor should not be sharing or disclosing nonpublic personal information about the Applicants and the Borrowers with non-affiliated parties except as is necessary to process and service the Borrower's loan, as is necessary to effect, administer or enforce the Borrower's loan, with the Applicant's or Borrower's consent, or as permitted or provided by applicable laws.

PROCEDURES TO BE IMPLEMENTED IMMEDIATELY

The Authority hereby requires the Sponsor to implement and maintain the following effectively immediately for all the Financing administered by the Sponsor on behalf of the Authority:

A. Implement a Privacy Policy which is described in more detail below.

B. Provide the Privacy Notice, an example of which is attached hereto and incorporated herein as **Exhibit A,** to all individuals who provide nonpublic information to the Sponsor, which would include all of the Applicants, regardless of whether or not a loan or grant is extended to this individual. The Privacy Notice should be delivered to the Applicants prior to a relationship being established between the Applicants and the Sponsor and prior to the Applicants disclosing any nonpublic personal information to the Sponsor.

C. Send by mail to the last known address or deliver in person to all of the existing Borrowers under the Program and yearly thereafter for the duration of the relationship with the Borrowers.

D. If the Sponsor changes its Privacy Policy, then the Sponsor will need to provide a new, revised Privacy Notice reflecting the changes to the Privacy Policy to the Sponsor's existing Borrowers.

E. Prominently, clearly and conspicuously display the Privacy Notice in the Sponsor's office so it is visible to all Applicants and Borrowers. The Sponsor may want to increase the size of the font and make the Privacy Notice a poster size to make sure it is noticeable and that it can easily be viewed by all Applicants and Borrowers. *Please note that the display of the Privacy Notice does not eliminate the need for the Sponsor to also comply with paragraphs A, B, C and D above*.

INFORMATION ABOUT THE PRIVACY POLICY TO BE INSTITUTED BY THE SPONSOR

The Federal Trade Commission has also established policies and procedures for safeguarding the Applicants' and Borrowers' information (the "Safeguard Rule") as required by the GLB Act and also requires that financial institutions take appropriate measures to dispose of Borrower information (the "Disposal Rule"). The Personal Information Act (the "PIP Act") requires any entity that handles, collects, disseminates, or otherwise deals with nonpublic Applicant or Borrower information (collectively, "Borrower Information") provide notice of any breach of the security of Borrower information to that person. The Sponsor is subject to the requirements of the PIP Act because the Applicants and Borrowers provide the Sponsor with personally identifiable information and other information the Sponsor otherwise obtains about a Borrower in connection with providing a financial product or service to the Borrower. The GLB Act also requires financial institutions to establish and adopt an Information Security Policy

("Privacy Policy") to assure compliance with the GLB Act, the Safeguard Rule, the Disposal Rule and the PIP Act. This Policy is designed to**:**

- **Ensure the security and confidentiality of the Applicant and the Borrower Information.**
- **Protect against any anticipated threats or hazards to the security or integrity of such information.**
- **Protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to Borrowers.**
- **Provide notice to Borrowers in the event a breach in the security protecting the information occurs.**
- **Properly dispose of any of the Borrowers' information.**

The Sponsor is required to immediately adopt and institute a formal Privacy Policy. Attached as **Exhibit B** is a guideline that may assist the Sponsor in adopting its Privacy Policy. The attached form of Privacy Policy is only an example for the Sponsor and must be modified to conform with the Sponsor's specific internal procedures in compliance with the GLB Act, the Safeguard Rule, the Disposal Rule and the PIP Act and as recommended by the Sponsor's counsel.

DISCLAIMER

The Authority makes no representation or assurance to the Sponsor that the attached form of Privacy Notice and Privacy Policy conform with the requirements of the GLB Act, the Safeguard Rule, the Disposal Rule and the PIP Act, and if followed by the Sponsor is done so at the sole risk of Sponsor. Sponsor should consult its own legal counsel concerning the form of the Privacy Notice and the Privacy Policy it should adopt (the "Disclaimer").

[The remainder of this page is intentionally left blank.]

Please execute this Letter below to acknowledge the Sponsor's agreement to implement the foregoing procedures and the Sponsor's acknowledgement of the Disclaimer provided above.

Sincerely,

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By: _____
Name:_____
Its: _____

The Sponsor by its signature below on this ____ day of _____, 2017 agrees to abide by and adopt the foregoing procedures and implement them immediately for the Program and acknowledges the Disclaimer provided above.

CITY OF BLOOMINGTON

By: _____
Printed Name: _____
Title: _____

EXHIBIT A

PRIVACY NOTICE

CITY OF BLOOMINGTON ("Sponsor") would like to advise you of its privacy policies. Sponsor has collected non-public personal information from your application and consumer reporting agencies. This non-public personal information includes your address and other contact information, demographic background, loan status, family income, social security number, employment information, collection and repayment history, and credit history.

We disclose non-public personal information to third parties: only as necessary to process and service your loan; only as necessary to effect, administer or enforce your loan; with your consent; or as permitted or provided by applicable laws, including the Illinois Freedom of Information Act ("FOIA") and the Privacy Act of 1974. Applicable laws permit disclosure to third parties for certain purposes. Examples of such disclosures include (i) disclosure in connection with enforcement purposes or litigation, audits or other investigations; (ii) to comply with proper requests under FOIA or other federal, state, or other local laws and regulations; and (iii) to federal and state agencies to the extent specifically permitted or required by law. We do not sell or otherwise make available any information about you to any third parties for marketing purposes.

We protect the security and confidentiality of non-public personal information by limiting and monitoring all physical access to sites where non-public personal information is kept. A complete copy of our written privacy policy is available upon request.

If we decide to change our privacy policy, we will provide you with a revised privacy policy containing such changes.

If you have any questions, please get in touch with _____, _____, Phone Number: _____.

SPONSOR:

CITY OF BLOOMINGTON

By: _____
Printed Name: _____
Title: _____

EXHIBIT B

EXAMPLE OF A PRIVACY POLICY

The Federal Trade Commission has established policies and procedures for safeguarding Borrower information (the "Safeguard Rule") as required by the GLB Act and also requires that financial institutions take appropriate measures to dispose of Borrower information (the "Disposal Rule"). The Personal Information Act (the "PIP Act") requires any entity that handles, collects, disseminates, or otherwise deals with nonpublic Borrower information (collectively, "Borrower Information") provide notice of any breach of the security of Borrower Information to that person. The Sponsor is subject to the requirements of the PIP Act because the Borrowers provide you with personally identifiable information and other information the Sponsor otherwise obtains about a Borrower in connection with providing a financial product or service to the Borrower.

The Sponsor hereby establishes and adopts the following Information Security Policy ("Privacy Policy") to assure compliance with the GLB Act, the Safeguard Rule, the Disposal Rule and the PIP Act. This Policy is designed to**:**

- **Ensure the security and confidentiality of the Borrower Information.**
- **Protect against any anticipated threats or hazards to the security or integrity of such information.**
- **Protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to Borrowers.**
- **Provide notice to Borrowers in the event a breach in the security protecting the information occurs.**
- **Properly dispose of any of the Borrowers' information.**

A. DEFINITIONS

"*Borrower Information*" is defined as any record containing nonpublic, personally identifiable information, whether in paper or electronic, that the Sponsor obtains from an applicant, a Borrower, an employee or other third party, in the process of offering a financial product or service from the Sponsor; or such information about a Borrower provided to the Sponsor by another financial institution; or such information that the Sponsor otherwise obtains about a Borrower in connection with providing a financial product or service to the Borrower.

"*Non-Record Material*" shall mean (i) material not filed as evidence of administrative activity or for the informational content thereof; (ii) extra copies of documents preserved only for convenience of reference; (iii) stocks of printed or reproduced documents kept for supply purposes, where file copies have been retained for record purposes; (iv) books, periodicals, newspapers, posters, and other library and museum materials made or acquired and preserved solely for

reference or exhibition purposes; and (v) private materials neither made nor received by the Sponsor pursuant to state law or in connection with the transaction of the Sponsor's business. Duplicate files, copies, library materials, and stocks of obsolete blank forms or pamphlets originally intended for distribution are not considered to be official records or record copies.

"*Records*" mean all books, papers, maps, photographs, or other official documentary materials, regardless of physical form or characteristics, made, produced, executed, or received by the Sponsor in connection with the transaction of public business and must be preserved as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the Sponsor.

"*Record Retention Policy*" means the Sponsor's record retention policy that provides guidance in establishing and maintaining an efficient records management program.

"*Service Providers*" mean all third parties who, in the ordinary course of the Sponsor's business, are provided access to Borrower Information.

C. THE INFORMATION SECURITY POLICY

The five elements of this Policy require the Sponsor to: (i) designate one or more employees to coordinate this Policy, (ii) identify reasonably foreseeable internal and external risks to the security, confidentiality and integrity of Borrower information, (iii) ensure that safeguards are employed to control the identified risks and that the effectiveness of these safeguards is regularly tested and monitored, (iv) select Service Providers that are capable of maintaining appropriate safeguards and require them, by contract, to implement and maintain such safeguards and (v) evaluate and adjust this Policy based on the results of the testing and monitoring, any material changes to operations, or any other circumstances that have or may have a material impact on this Policy.

1. Safeguard Program Coordinator

The Sponsor hereby designates _____ as the person who will be responsible for implementing and maintaining this Policy by the Sponsor (the "Safeguard Program Coordinator"). The responsibilities of the Safeguard Program Coordinator include, but are not limited to, the following:

(i) The Safeguard Program Coordinator must identify the individuals at the Sponsor's office who have access to Borrower Information and the Safeguard Program Coordinator must maintain a current listing of these individuals.

(ii) The Safeguard Program Coordinator must identify potential and actual risks to the security and privacy of Borrower Information, evaluate the effectiveness of current safeguards for controlling these risks, design and implement additional required safeguards and regularly monitor and test the application of this Policy.

(iii) The Safeguard Program Coordinator ensure that (i) adequate training and education programs are developed and provided to all employees with access to Borrower Information and that (ii) existing policies and procedures that provide for the security of Borrower Information are reviewed and adequate.

(iv) The Safeguard Program Coordinator must identify Service Providers with access to Borrower Information, ensure that these Service Providers are included within the scope of this Policy and maintain a current listing of these Service Providers.

2. Risk Identification and Assessment

Under the guidance of the Safeguard Program Coordinator, each employee or member of the Sponsor with access to Borrower Information must take steps to identify and assess internal and external risks to the security, confidentially and integrity of the Borrower Information. At a minimum, such risk assessment must consider: (i) employee training and management, (ii) information systems, including network and software design, (iii) information processing, storage, transmission and disposal and (iv) detecting, preventing and responding to attacks, instructions or other systems failures. The Safeguard Program Coordinator must ensure that risk assessments are conducted at least annually and more frequently when needed.

Employee training and management include:

(i) checking references prior to hiring employees who will have access to Borrower Information;

(ii) asking every new employee to sign an agreement to follow the Sponsor's confidentially and security standards for handling Borrower Information;

(iii) training employees to take basic steps to maintain the security, confidentiality and integrity of Borrower Information, such as: (a) locking rooms and file cabinets where paper records are kept; (b) using password-activated screensavers; (c) using computer passwords with at least six characters long including numbers; (d) changing computer passwords periodically and not posting passwords near employees' computers; (e) referring calls or other requests for Borrower Information to the Safeguard Program Coordinator; and (f) recognizing any fraudulent attempt to obtain Borrower Information and reporting it to the Safeguard Program Coordinator;

(iv) reminding all employees of this Policy and the legal requirements;

(v) limiting access to Borrower Information to employees who have a business reasons for seeing it; and

(vi) imposing disciplinary measures for any breaches.

3. Borrower Information Safeguards and Monitoring

The Safeguard Program Coordinator must verify employees with access to Borrower Information design and implement reasonable safeguards to control identified risks to the security, confidentiality and integrity of Borrower Information and that the effectiveness of these safeguards is monitored regularly. Such safeguards and monitoring must include the following:

a. Employee Management and Training

Safeguards for information security include training of those individuals with authorized access to Borrower Information. The Safeguard Program Coordinator must work develop appropriate training and education programs for all affected current and new employees.

b. Records Safeguards

Safeguards for Records and Non-Record Material containing Borrower Information must include:

(i) creating and implementing access limitation to Records containing Borrower Information;

(ii) storing Records containing Borrower Information in a secure area with limited access;

(iii) protecting Records containing Borrower Information from physical hazards such as fire or water damage;

(iv) disposing of properly outdated records containing Borrower Information pursuant to the Secured Destruction of Borrower Information section of this Policy;

(v) disposing of Non-Record Materials containing Borrower Information when they cease to be useful pursuant to the Secured Destruction of Borrower Information section of this Policy; and

(vi) other reasonable measures to secure Records and Non-Record Materials containing Borrower Information during the course of its life cycle while in the Sponsor's possession or control.

c. Information Systems Safeguards

"Information Systems" include network and software design, as well as data processing storage, transmission and disposal. The Sponsor must implement and maintain safeguards to control the risks to Information Systems, as identified through the risk assessment process. Safeguards for the Information Systems must include:

(i) creating and implementing access limitation to Information Systems that stores Borrower Information;

(ii) using secure, password-protected systems within and outside the Sponsor for access to the Information Systems that stores Borrower Information;

(iii) regularly obtaining and installing patches to correct software vulnerabilities;

(iv) permanently removing Borrower Information from computers, diskettes, magnetic tapes, hard drives or other electronic media prior to disposal;

(v) protecting the Information Systems from physical hazards such as fire or water damage;

(vi) detecting, preventing and responding to network attacks or other Information Systems failures; and

(vii) other reasonable measures to secure the Information System that stores Borrower Information during the course of its life cycle while in the Sponsor's possession or control.

4. SERVICE PROVIDERS

The Safeguard Program Coordinator must identify Service Providers with access to Borrower Information. The Safeguard Program Coordinator must ensure that reasonable steps are take to select and retain Service Providers that are capable of maintaining appropriate safeguards for Borrower Information and must require Service Providers, by contract, to implement and maintain such safeguards.

5. MONITORING AND TESTING SAFEGUARDS

The Safeguard Program Coordinator must develop and implement procedures to test and monitor the effectiveness of information security safeguards. Monitoring levels must be appropriate to the probability and potential impact of the risks identified, as well as the sensitivity of the information involved. Monitoring may include sampling, systems checks, systems access reports and any other reasonable measure.

D. NOTICE OF A BREACH TO ILLINOIS BORROWERS

Following discovery or notification of a beach of the Sponsor's security of the Borrower Information, the Safeguard Program Coordinator shall notify Illinois residents at no charge that there has been a breach. The notice shall be made in the most expedient time possible and without unreasonable delay, consistent with any measures necessary to determine the scope of the breach and restore the reasonable integrity, security and confidentiality of the data system. The notice may be provided in writing or electronically so long as the electronic notice is consistent with

provisions regarding electronic records and signatures for notices legally required to be in writing pursuant to 15 U.S.C. § 7001.

If the Safeguard Program Coordinator notifies more than 1,000 persons of a breach of the security, the Safeguard Program Coordinator shall also notify all Borrower reporting agencies that compile and maintain files on Borrowers on nationwide basis, as defined by U.S.C. Sec. 1681a(p), of the timing, distribution and content of the notices. Such notices to the Borrower reporting agencies will not disclose the names or other personal identifying information of breach notice recipients.

The Safeguard Program Coordinator shall submit a report within five (5) business days of the discovery or notification of a breach of the security of the system data or written material to the Illinois General Assembly. Such report shall include: listing of the breaches; and outlining any corrective measures that have been taken to prevent future breaches of the security of the system data or written material. If the Safeguard Program Coordinator has submitted a report as described in this section, the Safeguard Program Coordinator shall submit an annual report listing all breaches of security of the system data or written materials and the corrective measures that have been taken to prevent future breaches.

E. SECURED DESTRUCTION OF BORROWER INFORMATION

The Sponsor shall dispose Properly Outdated Records and Non-Record Material containing Borrower Information in such a manner as to ensure the security and confidentiality of such information. Pursuant to the Disposal Rule, the Sponsor must take reasonable measures to dispose of Borrower Information to avoid the unauthorized use of, or access to, Borrower Information in connection with its disposal. Although the Disposal Rule does not mandate any one form of disposal, the Sponsor has determined that all shredding shall be done by an authorized vendor (the "Authorized Vendor"). Properly Outdated Records and Non-Record Material containing Borrower Information shall be placed in locked trash bins as located throughout the Sponsor when awaiting disposal by the Authorized Vendor. The Safeguard Program Coordinator shall arrange to have the locked trash bins picked up on a regular schedule. The Authorized Vendor shall transport the locked trash bins in a secure truck to the Authorized Vendor's off-site shredding facility. The Authorized Vendor shall shred the Properly Outdated Records and Non-Record Material containing Borrower Information by its shredding machine.

F. REVIEW AND ADJUSTMENT OF THIS POLICY

The Safeguard Program Coordinator must evaluate and adjust annually this Policy in connection with the results of the testing and monitoring described above, as well as any material changes to the Sponsor's operations, including changes in technology, the sensitivity of Borrower Information and any other circumstances that may reasonably impact this Policy. The Safeguard Program Coordinator and the Committee must review this Policy annually to assure ongoing compliance with GLB Act, the Safeguards Rule, the Disposal Rule, and PIP Act, and as well as consistency with other existing and future laws and regulations.

G. STRICT ADHERENCE TO THE INFORMATION SECURITY POLICY

Employees of the Sponsor are expected to become familiar with the Sponsor's policy regarding information security and to strictly adhere to the procedures outlined in this Policy.

CITY OF BLOOMINGTON

By: _____
Printed Name: _____
Title: _____

EXHIBIT G

STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATE

This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment from contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of the issuing of the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of $5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace;

(2) Specifying the actions that will be taken against employees for violations of such prohibition; and

(3) Notifying the employees that, as a condition of employment on such contract or grant, the employee will:

A. abide by the terms of the statement; and

B. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

(1) the dangers of drug abuse in the workplace;

(2) the grantee's or contractor's policy of maintaining a drug free workplace;

(3) any available drug counseling, rehabilitation, and employee assistance programs; and

(4) the penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by paragraph (a) hereof to each employee engaged in the performance of the contract or grant and posting the statement in a prominent place in the workplace.

(d) Notifying the contracting or granting agency within ten (10) days after receiving notice under subparagraph (3) of paragraph (a) hereof from an employee, or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

CITY OF BLOOMINGTON
Printed Name of Organization

_____
Signature of Authorized Representative

_____ _____
Printed Name and Title Date

EXHIBIT H

NOTICE PROVISION

Any notice, demand, request or other communication that any party may desire or may be required to give to any other party under this document shall be given in writing, at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified United States mail, postage prepaid, return receipt requested.

If to IHDA:

Illinois Housing Development Authority
111 East Wacker Drive, Suite 1000
Chicago, Illinois 60601
Attention: Legal Department

If to Sponsor:

City of Bloomington
109 East Olive Street
P.O. Box 3157
Bloomington, Illinois 61701
Attn: The Honorable Tari Renner

Such addresses may be changed by notice to the other party given in the same manner as provided in this Exhibit. Any notice, demand, request or other communication sent pursuant to subparagraph (a) shall be served and effective upon such personal service. Any notice, demand, request or other communication sent pursuant to subparagraph (b) shall be served and effective one (1) business day after deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subparagraph (c) shall be served and effective three (3) business days after proper deposit with the United States Postal Service.

PROGRAM FUNDING AGREEMENT

This **PROGRAM FUNDING AGREEMENT** (this "Agreement"), made and entered into as of the 26th day of May, 2017, by and between **CITY OF BLOOMINGTON**, an Illinois unit of local government ("Recipient") and the **ILLINOIS HOUSING DEVELOPMENT AUTHORITY** (the "Authority") a body politic and corporate established pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1 *et seq*., as amended from time to time (the "IHDA Act").

W I T N E S S E T H:

WHEREAS, pursuant to authority under Section 7.31 of the IHDA Act and the rules promulgated thereunder and codified at 47 Ill. Adm. Code 381 (the "Rules"), the Authority may provide Funds to municipalities and counties in Illinois participating in the Abandoned Residential Property Municipality Relief Program for the maintenance and demolition of abandoned properties; and

WHEREAS, the Authority has issued, and the Recipient has accepted, that certain Conditional Commitment Letter (together with any amendments thereto, the "Commitment"), pursuant to which the Authority has agreed to provide funds to the Recipient in an amount not to exceed Seventy Five Thousand and No/100 Dollars ($75,000.00) (the "Funds") and Recipient will use the Funds for Eligible Uses in connection with maintenance and demolition of Abandoned Residential Property within the Recipient's jurisdiction (the "Project") and for no other purpose; and

WHEREAS, as an inducement to the Authority to provide the Funds, the Recipient agrees to enter into this Agreement and consents to be regulated and restricted by the Authority as provided in this Agreement, the IHDA Act and the Rules.

NOW, THEREFORE, the parties hereto agree as follows:

1. Incorporation. The foregoing recitals are made a part of this Agreement.

2. Act and Regulations. The Recipient agrees that at all times its acts regarding the Project shall comply with the applicable provisions of the IHDA Act and the Rules.

3. Definitions:

"Abandoned Property Program" shall mean the Abandoned Residential Property Municipal Relief Program authorized by Section 7.31 of the IHDA Act and the Rules.

"Abandoned Residential Property" shall have the meaning ascribed to it in the Rules.

"Application" shall mean the application for the Funds completed by the Recipient.

"Business Day" shall mean any day other than (i) a Saturday or Sunday, or (ii) a day on which the Authority is authorized or obligated by law to be closed.

"Closing Date" shall mean the date upon which all requirements set forth in the Commitment have been satisfied. This Agreement shall be dated as of the Closing Date and shall become effective as of the Effective Date.

"Commitment" shall mean that certain Conditional Commitment Letter by the Authority and accepted by the Recipient dated as of March 17, 2017.

"Disbursements" shall mean the Funds that may be disbursed to the Recipient after the Closing Date.

"Effective Date" shall mean May 26, 2017.

"Eligible Uses" shall have the meaning ascribed to it in the Rules.

"Fund Documents" shall mean the Application, this Agreement, the Commitment and any and all other documents evidencing or governing the Funds.

"Initial Disbursement" shall mean that portion of the Funds that may be disbursed to the Recipient after the Closing Date for reimbursement in connection with expenses for Eligible Uses incurred by the Recipient as of January 1, 2015 through the Effective Date.

"Quarterly Disbursements" shall mean that portion of the Funds that may be disbursed to the Recipient after the Closing Date for reimbursement in connection with expenses for Eligible Uses incurred by the Recipient as detailed on the Recipient's Quarterly Disbursement Statements.

"Termination Date" shall mean the date which is two (2) years after the Effective Date.

4. Commencement. The term of this Agreement shall commence on the Effective Date and, unless terminated earlier pursuant to the provisions herein, shall terminate on the Termination Date. No disbursement shall be made under this Agreement after the Termination Date. Any Funds disbursed to the Recipient but not expended by the Recipient as of the Termination Date shall be returned to the Authority within Five (5) Business Days after the Termination Date.

5. Project Requirements. In connection with the Project, the Recipient shall perform functions that include, but may not be limited to, the following:

a. Report data-points and financials to Authority, as set forth herein.

b. Use funds for Eligible Uses as ascribed in Rules.

c. Recipient is not barred from receiving funds under any federal program or any program of the state. In addition, Recipient is not delinquent in the payment of any debt to the State of Illinois (or if delinquent has entered into a deferred payment plan to pay the debt), and Recipient and its affiliates acknowledge the Authority may declare this Agreement void if this certification is false or if Recipient or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt.

d. Recipient has satisfied and will continue to satisfy all terms, conditions, and covenants of and has not suffered or will suffer any event of default of any agreement, contract or requirement of the Authority, HUD, the State, or any political subdivision thereof.

e. Recipient has not been convicted of bribery or attempting to bribe an officer or employee of the State in that officer's or employee's official capacity; nor has it made an admission of guilt of such conduct which is a matter of record but has not been prosecuted for such conduct. In addition, if Recipient has been convicted of a felony, as least five (5) years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business.

f. Recipient will at all times, in the performance of this Agreement, comply with all applicable federal, state, and local laws and regulations.

g. Recipient shall obtain a fidelity bond coverage or honesty insurance in an amount that is at least equal to the lesser of (a) the Funds awarded, or (b) $100,000.00 with the Authority named as an additional insured.

h. Recipient shall provide wire instructions or ACH deposit instructions for the Bank Account (as defined in **Paragraph 8.f** hereof).

i. Recipient shall perform any other functions that the Authority may reasonably require.

The Authority reserves the right to assess the Recipient's performance of the Project at all times throughout the term of this Agreement. If the Authority determines, in its sole discretion, that the Recipient's performance of the Project is not satisfactory or that the Project is not yielding satisfactory results for the operation of the Abandoned Property Program, the Authority shall have the right to terminate this Agreement pursuant to **Paragraph 10** hereof.

6. **Additional Covenants.** The Recipient further certifies under oath, covenants and agrees that, to the best of Recipient's knowledge, information and belief to the following:

a. that Recipient is an eligible recipient of the Funds based on Section 381.201 of the Rules;

b. that all properties within the definition of Project as defined herein are Abandoned as defined in Section 381.202 of the Rules;

c. that the wages to be paid to all laborers and mechanics employed in connection with the Project shall be not less than the prevailing wage rates ("Prevailing Wages") as provided for under the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq. and Recipient shall require that all contractors and subcontractors in connection with the Project require the payment of Prevailing Wages;

d. that Recipient will comply with all federal, state and local laws, including, but not limited to, historical preservation, environmental and lead based paint laws and regulations; and

e. that any and all third-party vendors procured by the Recipient in connection with the Project have been procured within applicable laws and regulations.

7. Certifications.

a. That all representations and warranties of the Recipient contained in this Agreement and the other Fund Documents are true, accurate and complete as of the date hereof and shall be true, accurate and complete at the time of the Disbursement;

b. that the Funds shall be used only for the purposes described in this Agreement; and

c. that the award of Funds is conditioned upon the certification as set forth in this **Paragraph 6**.

8. Disbursement of Funds. Provided that adequate funds have been appropriated or directed to the Authority to fulfill its obligations under this Agreement, the Authority will authorize the Disbursements as follows:

a. Initial Disbursement. On or after the Effective Date, the Recipient shall provide the Authority with a detailed accounting of all expenses incurred by the Recipient for Eligible Uses as of January 1, 2015 through the Effective Date (the "Initial Disbursement Statement"), as set forth in **Paragraph 8.d** hereof, on a form supplied by the Authority, and documents substantiating the expenditures made by Recipient, which must be satisfactory to the Authority in its sole and absolute discretion. Provided that the Authority approves of the Initial Disbursement Statement, the Initial Disbursement will be disbursed within forty-five (45) days of the Authority's receipt of the Initial Disbursement Statement.

b. Quarterly Disbursements. Within ten (10) calendar days of the end of each quarter, commencing with the first full quarter ending after the Effective Date, the Recipient shall provide the Authority with a detailed accounting of all expenses incurred by the Recipient for Eligible Uses (the "Quarterly Disbursement Statement"), as set forth in **Paragraph 8.d** hereof, on a form supplied by the Authority which must be satisfactory to the Authority in its sole and absolute discretion. Provided that the Authority approves of

the Quarterly Disbursement Statement, the Quarterly Disbursement will be disbursed within forty-five (45) days of the Authority's receipt of the Quarterly Disbursement Statement. Notwithstanding anything to the contrary contained herein, each Quarterly Disbursement shall also be based on the Recipient's performance under the Abandoned Property Program to date and the Recipient's continued willingness to perform. Notwithstanding anything to the contrary contained herein, the Authority reserves the right, in its sole and absolute discretion, to increase, decrease or eliminate the Funds to the Recipient and the Authority has the right to modify the expenditure timeline as set forth herein.

c. Rejection of Disbursement Statement. If the Authority rejects the Recipient's Initial Disbursement Statement or a Quarterly Disbursement Statement, the Authority shall give its reasons for such rejection in a written notice to Recipient as provided in **Paragraph 19** hereof and the Recipient shall have five (5) Business Days from the date of receipt of the rejection notice, or within such further time as the Authority in its sole discretion permits, to cure any defects in the documents submitted and, provided the cure is accepted by the Authority, additional Disbursements may be made to the Recipient. If the Recipient fails to cure any defects to the Authority's satisfaction, the Authority may declare a default under this Agreement, effective upon notice to the Recipient, and shall have the remedies available to it as set forth in **Paragraph 10** hereof.

d. Disbursement Statements. The Initial Disbursement Statement and each Quarterly Disbursement Statement shall include:

(i) A complete and accurate Abandoned Property Program-Cumulative Accounting of the expenses for Eligible Uses incurred by the Recipient on a form supplied by the Authority.

(ii) Evidence and back-up documentation of expenses for Eligible Uses, including, but not limited to, receipts, ledgers, invoices, before and after pictures, addresses or geographic coordinates, and number of abandoned residential properties served.

(iii) Any and all other documents and showings reasonably requested by the Authority or its counsel.

e. Documentation Retention. As set forth in **Paragraph 11** hereof, Recipient shall maintain copies of all documents substantiating expenditures made by Recipient in connection with the Abandoned Property Program for a period of five (5) years after the Termination Date. Recipient shall ensure that all books, records, and supporting documents in relation to all expenses in connection with the Abandoned Property Program are maintained at the address listed for the Recipient in **Paragraph 19** hereof and are available for inspection by the Authority upon the Authority's request.

f. Bank Account for Disbursements. The Authority shall effectuate Disbursements by transferring the Funds directly to a bank account (the "Bank Account"),

established at a bank or other financial institution (the "Bank") selected by the Recipient and acceptable to the Authority. Recipient shall provide evidence of the Bank Account to the Authority on a form acceptable to the Authority and shall include ACH instructions on a form acceptable to the Authority. Recipient shall be responsible for the management of the Bank Account, and shall cause the Bank to provide the Authority with copies of statements upon the Authority's request. Recipient shall maintain the Bank Account as a separate account or a separate sub-account designated solely for the Abandoned Property Program. Any fees and costs charged or incurred by Bank in connection with the Bank Account shall be paid by the Recipient.

9. Reporting Requirements. The Recipient shall provide quarterly reports to the Authority within ten (10) calendar days of the end of each quarter, commencing with the first full quarter ending after the Effective Date in accordance with Section 381.209 of the Rules. The Recipient's submission of the Quarterly Disbursement Statements as set forth in **Paragraph 7** hereof will be sufficient to meet the reporting requirements under this **Paragraph 8**.

10. Additional Covenants.

a. Non-Discrimination.

i. The Recipient shall not, in the provision of services in connection with the Project, or in any other manner, discriminate against any person on the grounds of race, color, creed, religion, sex, age, disability, national origin, familial or marital status, unfavorable military discharge or because the person is receiving governmental rental assistance.

ii. The Recipient shall comply with all of the provisions of Paragraph 13 of the IHDA Act, and all other provisions of federal, state and local law relative to non-discrimination.

iii. The Recipient agrees not to commit unlawful discrimination in employment in Illinois as that term is used in the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq*.) and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination The Recipient agrees to comply with the applicable provisions of the Fair Housing Act (42 USC 3601 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), the Illinois Environmental Barriers Act (410 ILCS 25), the Illinois Accessibility Code (71 Ill.Adm. Code 400), and all other applicable state and federal laws concerning discrimination and fair housing. The Recipient further agrees to take affirmative action to ensure that no unlawful discrimination is committed.

iv. The Recipient agrees and acknowledges that they are in compliance with and will remain in compliance with all federal and State laws, rules, and regulations required as a regular course of their business

and pursuant to IHDA Act, the Rules, and the Abandoned Property Program. The Recipient agrees and acknowledges that it is its responsibility to determine which laws, rules and regulations apply.

b. Grant Act and Grant Transparency Act. The Recipient also acknowledges that the Authority's issuance of the Funds to the Sponsor is governed by the Illinois Grant Funds Recovery Act (30 ILCS 705) (the "Grant Act") and the Grant Accountability and Transparency Act (30 ILCS 70) (the "Grant Transparency Act") and agrees to comply with the Grant Act and the Grant Transparency Act, to the extent by which each applies to the Funds.

10. Violation of Agreement. Upon learning of a violation of any of the provisions of this Agreement by the Recipient or if the Authority determines, in its sole discretion, that the Recipient's performance of the Project is not satisfactory or that the Project is not yielding satisfactory results for the operation of the Abandoned Property Program, or if the Recipient becomes insolvent, defunct, or commences bankruptcy proceedings, or should any director, officer, employee or official of Recipient engage in fraud, willful misconduct or gross negligence or misappropriate any funds, then the Authority may give written notice of such violation or unsatisfactory performance to the Recipient, as provided in **Paragraph 19** hereof. If such violation or unsatisfactory performance is not corrected to the satisfaction of the Authority within thirty (30) days after the receipt of such notice, or within such further time as the Authority in its sole discretion permits, the Authority may declare a default under this Agreement, effective upon notice to the Recipient the Authority may:

a. Recover the disbursed Funds, or such portion of the disbursed Funds as are, in the sole judgment of the Authority, related to the violation of this Agreement;

b. Terminate this Agreement; and

c. Exercise such other rights or remedies as may be available to the Authority under this Agreement, at law or in equity.

No waiver by the Authority of any breach of this Agreement shall be deemed to be a waiver of any other existing or subsequent breach of this Agreement. No delay in exercising, failure to exercise, or incomplete exercise by the Authority of any right under this Agreement shall operate as a waiver of such right or any other right. The Authority's remedies are cumulative and the exercise of one remedy shall not be deemed an election of remedies, nor foreclose the exercise of the Authority's other remedies.

Notwithstanding the foregoing thirty (30) day cure period for violations of the Agreement, the cure period for Requests for Disbursements shall be as set forth in **Paragraph 7** hereof.

11. Monitoring of Project. The Authority, the Auditor General and the Attorney General, and their respective agents or representatives (collectively, the "Auditor") shall have the right at any time from the Closing Date through five (5) years after the Termination Date, upon notice to the Recipient to inspect the books and records of the Recipient relating to the Project

completed during the Project. Recipient shall make available this Agreement and all books, records and supporting documents related to this Agreement for review and audit by the Auditor. Recipient shall cooperate fully with any audit conducted by the Auditor and shall permit the Auditor full access to all relevant materials. The required documentation may include, but is not limited to, a copy of the municipality's or county's Application to the Authority; all records relating to the Eligible Uses under the Program, as set forth in Section 381.203 of the Rules; and any other documentation required by the Auditor. Recipient further agrees that the failure of the Recipient to maintain the books, records, and supporting documents required by this **Paragraph 11** shall establish a presumption in favor of the State of Illinois and the Authority for the recovery of any funds paid by the State of Illinois or the Authority under this Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement.

12. Indemnification of the Authority. Recipient agrees to defend and indemnify and hold harmless the Authority from and against any and all damages, including, but not limited to, any past, present or future claims, actions, causes of action, suits, demands, liens, debts, judgments, losses, costs, liabilities and other expenses, including, but not limited to, reasonable attorneys' fees, costs, disbursements, and other expenses, that the Authority may incur or suffer by reason of or in connection with the Project, including without limitation the execution of the Fund Documents and the provision of the Funds. Recipient further agrees that the Authority, if it so chooses, shall have the right to select its own counsel with respect to any such claims. The obligations of Recipient under this **Paragraph 12** shall survive the provision of the Funds.

13. Drug-Free Workplace. If applicable, Recipient agrees to comply with the Drug Free Workplace Act (30 ILCS 580/1 *et seq*.). The Recipient's Drug Free Workplace Certification (form of which is attached hereto as **Exhibit A**) is made a part of this Agreement.

14. Amendment of Agreement. This Agreement shall not be altered or amended except by a written instrument signed by the parties to it.

15. Partial Invalidity. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of its remaining portions.

16. Binding on Successors. This Agreement shall bind, and the benefits shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors in office or interest and assigns, provided that the Recipient may not assign this Agreement, its right to the Funds proceeds or any of its obligations under this Agreement without the prior written approval of the Authority.

17. Gender. The use of the plural in this Agreement shall include the singular; the singular shall include the plural; and the use of any gender shall be deemed to include all genders.

18. Captions. The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of any provision of the Agreement.

19. Notices. Any notice, demand, request or other communication that any party may

desire or may be required to give to any other party under this Agreement shall be given in writing, at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified United States mail, postage prepaid, return receipt requested.

If to the Authority:

Illinois Housing Development Authority
111 East Wacker Drive, Suite 1000
Chicago, Illinois 60601
Attention: Legal Department

If to Recipient:

City of Bloomington
109 East Olive
P.O. Box 3157
Bloomington, Illinois 61701
Attention: _____

Such addresses may be changed by notice to the other party given in the same manner as provided in this **Paragraph 19**. Any notice, demand, request or other communication sent pursuant to subparagraph (a) shall be served and effective upon such personal service. Any notice, demand, request or other communication sent pursuant to subparagraph (b) shall be served and effective one (1) Business Day after deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subparagraph (c) shall be served and effective three (3) Business Days after proper deposit with the United States Postal Service.

20. Counterparts. This Agreement may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Agreement must be produced or exhibited, be the Agreement, but all such counterparts shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers.

RECIPIENT:

CITY OF BLOOMINGTON
an Illinois unit of local government

By: _____
Name: _____
Title: _____

AUTHORITY:

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By: _____
Name: _____
Title: _____

Exhibit A: Drug-Free Work Place Certification

EXHIBIT A

DRUG FREE WORK PLACE CERTIFICATE

STATE OF ILLINOIS

This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act, effective January 1, 1992, requires that no Fundee or contractor shall receive a Funds or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that Fundee or contractor has certified to the State that the Fundee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or Funds payments, termination of the contract or Funds and debarment from contracting or Funds opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "Fundee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of the issuing of the Funds, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or Funds of $5,000 or more from the State.

The contractor/Fundee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Fundee's or contractor's workplace;

(2) Specifying the actions that will be taken against employees for violations of such prohibition; and

(3) Notifying the employees that, as a condition of employment on such contract or Funds, the employee will:

A. abide by the terms of the statement; and

B. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

(1) the dangers of drug abuse in the workplace;

(2) the Fundee's or contractor's policy of maintaining a drug free workplace;

(3) any available drug counseling, rehabilitation, and employee assistance programs; and

(4) the penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by paragraph (a) hereof to each employee engaged in the performance of the contract or Funds and posting the statement in a prominent place in the workplace.

(d) Notifying the contracting or Funding agency within ten (10) days after receiving notice under subparagraph (3) of paragraph (a) hereof from an employee, or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

CITY OF BLOOMINGTON,
an Illinois unit of local government

By: _____
Name: _____
Title: _____

INCUMBENCY CERTIFICATE

The following named individual(s) has/have been duly elected and is/are now fulfilling the office set forth after his/her name, with all the powers attached thereto; the signature after his/her name is the genuine signature of such individual:

Name:	Office:	Signature:
Tari Renner	Mayor	_____
Cherry Lawson	City Clerk	_____

Dated: _____, 2017

City of Blomington, IL, an
Illinois municipal corporation

By: _____

_____
Secretary

INCUMBENCY CERTIFICATE

The following named individual(s) has/have been duly elected and is/are now fulfilling the office set forth after his/her name, with all the powers attached thereto; the signature after his/her name is the genuine signature of such individual:

Name:	Office:	Signature:
Tari Renner	Mayor	_____
Cherry Lawson	City Clerk	_____

Dated: _____, 2017

City of Blomington, IL, an
Illinois municipal corporation

By: _____

_____
Secretary

CONSENT AGENDA ITEM NO. 7Q

FOR COUNCIL: April 24, 2017

SUBJECT: Consideration of a Resolution approving a grant agreement for the Illinois Historic Preservation Agency's (IHPA) CLG Matching Grant Program in the amount of $20,000.

RECOMMENDATION/MOTION: That Council adopts a Resolution approving the submittal of a grant agreement to IHPA CLG Matching Grant Program, and authorize the Mayor and City Clerk to execute the necessary documents.

STRATEGIC PLAN LINK: Goal #1-Financially sound city providing quality basic services
Goal #3-Grow the local economy
Goal #6 – Prosperous Downtown Bloomington

STRATEGIC PLAN SIGNIFICANCE:
Objective 1E: Partnering with others for the most cost-effective service delivery;
Objective 3C: Revitalization of older commercial homes;
Objective 6B: Downtown Vision and Plan used to guide development, redevelopment and investments;
Objective 6C: Downtown becoming a community and regional destination;
Objective 6E: Preservation of historic buildings

BACKGROUND: The City of Bloomington Historic Preservation Commission was awarded by the Illinois Historic Preservation Agency a Certified Local Government Matching Grant of $20,000 (approximately 69.5% of the total project budget of $28,768.00) to conduct an intensive survey aimed at inventorying and documenting historic commercial and industrial resources located along former and current railroad lines. This inventory will focus on four main railroads, some of which have are existing and others which have been converted into trails: Alton Railroad Company, Illinois Central Railroad Company, Nickel Plate Railway, and New York Central Railroad Company. The City's historic preservation program is focused primarily on residential properties and the central business district and currently lacks an inventory of industrial resources. A table of the project study area is provide below.

CLG Project Study Areas

Study area	Corresponding rail line	# of parcels	Alignment with Comprehensive Plan
Chestnut Street to Washington Street (north to south)	Alton Railroad Company	66	Regeneration Area (N-1.2)
Stillwell Street to Morris Ave (east to west)	New York Central Railroad Company	63	Regeneration Area (N-1.2)
Allin Street to McLean Street (northwest to southeast)	Nickel Plate Railroad Company	122	Preservation Area (N-1.3) Warehouse District (D-1.3)

Washington Street to Croxton Avenue (north to south)	Illinois Central Railroad Company	84	Art/Brewery District (N-2.1)

This inventory involves identifying and cataloging significant industrial resources and will be performed by a professional consultant. The results will provide property owners and the city with more information regarding the history and architectural significance of their properties as well as potential redevelopment and rehabilitation resources available to them. *The inventory **will not** result in the historic designation of any of the subject properties* but will ultimately provide owners with the information necessary should they wish to pursue federal or local designation to potentially qualify for tax incentives and rehabilitation grants.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable

FINANCIAL IMPACT: Receipt of the IHPA CGL Matching Grant will offset up to $20,000 in General Fund dollars budgeted in FY 2018 to hire a consultant to complete an inventory of historic commercial and industrial resources located along the former and current railroad lines. Community Development will meet the $8,768 matching requirement by tracking Community Development staff and Preservation Commissioners' time spent on the project and covering printing, postage and office supplies from the FY 2018 Planning budget. Identifying properties eligible for historic designation could result in additional grant dollars or other incentives for historic preservation. Funds are included in the FY 2018 Budget under Planning-Other Purchased Services account (10015420-70690). Stakeholders can locate this in the FY 2018 Proposed Budget Book titled "Proposed Budget General Fund" on page 281.

COMMUNITY DEVELOPMENT IMPACT: In August 2016, the Council approved the Comprehensive Plan 2015 – 2035 which set priorities for historic preservation. This project directly relates to the following goal and objectives outlined in the Plan.

- Goal ACH-4: Identify, conserve and preserve the City's heritage resources as a basis for retaining and enhancing strong community character and a sense of place.
- Objective ACH-4.1: Fully integrate considerations of historic and cultural resources as major aspect of the City's planning.
- Objective ACH-4.1a: Maintain and update a historic and cultural database and use that as a primary tool for protecting those resources.
- Objective ACH-4.1d: Pursue an active and comprehensive program to document and preserve historic buildings, structures, sites (including archeological sites), objects, landscapes and natural resources.
- Objective ACH-4.e: Continually update identification and designation of historical buildings that are eligible for local, state and national designation based on a 50 year age guideline.

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by: Tom Dabareiner, Community Development Director

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

Legal review by: (legal fill in once reviewed – name, title)

Recommended by:



David A. Hales
City Manager

Attachments:

- RESOLUTION – Illinois Historic Preservation Agency CLG Matching Grant
- GRANT AGREEMENT – Illinois Historic Preservation Agency CLG Matching Grant

RESOLUTION NO. 2017-____

A RESOLUTION ACCEPTING A GRANT FROM THE ILLINOIS HISTORIC PRESERVATION AGENCY CLG MATCHING GRANT PROGRAM

WHEREAS, the City of Bloomington (the "City") has been awarded a grant (the "Grant") from the Illinois Historic Preservation Agency (the "IHPA") , in the amount of Twenty thousand and No/100 Dollars ($20,000.00) under the IHPA's Certified Local Government Matching Grant Program (the "CLG") and in order to administer the funds allocated pursuant to such Grant, including but not limited to the CLG Funding Agreement (the "Agreement"), and authorize certain of its officials to execute the appropriate documents required in connection with the Grant.

THEREFORE BE IT RESOLVED that the City shall enter into the Agreement with the IHPA wherein the IHPA agrees to make the Grant to the City, which shall be used by the City to assist in the inventory of commercial and industrial historic resources all in accordance with the terms and conditions set forth in the Agreement.

FURTHER RESOLVED, that the Mayor of the City and the City Clerk of the City are hereby authorized and empowered to execute and deliver in the name of or on behalf of the City the Agreement and any and all amendments, modifications and supplements thereto, and to execute and deliver such additional documents, instruments and certificates, as may be necessary or desirable for the City to perform its obligations under the Agreement.

FURTHER RESOLVED, that the Mayor and the City Clerk be and hereby are authorized and directed to take such additional actions, to make further determinations, to pay such costs and to execute and deliver such additional instruments (including any amendments, Agreements or supplements) as he or she deems necessary or appropriate to carry into effect the foregoing resolutions.

FURTHER RESOLVE, that the City hereby ratifies, authorizes and confirms and approves all documents and instruments executed in connection with the Grant and the Agreement, including those acts taken prior to the date hereof.

THIS RESOLUTION shall be in full force and effect immediately after its passage and approval.

ADOPTED this _____ day of April, 2017

APPROVED this _____ day of April, 2017

CITY OF BLOOMINGTON ATTEST

_____ _____

Tari Renner, Mayor Cherry L. Lawson, City Clerk

Illinois Historic Preservation Agency
CLG Matching Grant Program

Grant No. CL-2017-0252

for the

CITY of BLOOMINGTON, ILLINOIS

Inventory of Commercial and Industrial Historic Resources

Illinois Historic Preservation Agency
1 Old State Capitol Plaza
Springfield, IL 62701

STATE OF ILLINOIS
HISTORIC PRESERVATION AGENCY

Notice of Grant Award No. CL-2017-0252

Grant Number: **CL-2017-0252**
Grantee Name: **City of Bloomington, Illinois**
Project: **Inventory of Commercial and Industrial Historic Resources**
Grant Term: **April 1, 2017 – September 30, 2018**

Financial Breakdown

Total Project Cost:	$28,768.00
State Grant/Federal Share (70%):	$20,000.00
Local Match (30%):	$ 8,768.00

This Grant Agreement is entered into between the **Illinois Historic Preservation Agency** (IHPA) and the **City of Bloomington** (the Grantee). Subject to the terms and conditions of this Agreement, IHPA agrees to provide a Grant in an amount not to exceed **$20,000.00** to the Grantee. Subject to the execution of this Agreement by both parties, the Grantee is authorized to incur costs against this Agreement from the beginning date of **April 1, 2017**, through the ending date of **September 30, 2018** (the Grant Term). The Grantee agrees to use the Grant Funds provided under this Agreement only for the purposes set forth herein, and agrees to comply with all terms and provisions appearing in this Agreement.

This grant is federally funded through the Historic Preservation Fund Grants-In-Aid Program, CFDA #15.904, Department of the Interior, National Park Service, under the National Historic Preservation Act, as part of IHPA's Certified Local Government (CLG) Matching Grant program.

This Agreement includes the following sections, all of which are incorporated into and made part of this Agreement:

Parts:
I. Budget and Scope of Work
II. Terms and Conditions
III. Laws and Certifications
IV. Financial, Reporting and Audits

The following documents are hereby incorporated into this Agreement:

1. Secretary of Interior Historic Preservation Fund Grants Manual (HPF Grants Manual), at http://www.nps.gov/shpo/downloads/HPF_Manual.pdf
2. IHPA FY 2017 CLG Matching Grant Application, Instructions, Project Descriptions and Reporting Guidelines (IHPA FY17 Guidelines), at https://www2.illinois.gov/ihpa/Preserve/SiteAssets/Pages/Grants/CLG%20Grants%20Manual%202017_FINAL.pdf.

Federal Taxpayer Identification Number (FEIN): _____

The Grantee is a government entity, and is a Certified Local Government in good standing eligible for grant funds under the Department of the Interior rules for CLGs, as set forth in the Historic Preservation Fund Grants Manual. The Grantee must continue to comply with the conditions of its Certified Local Government Agreement with IHPA and maintain good standing as a CLG for the duration of the grant to receive final payment. Under penalties of perjury, the undersigned certifies that the name, taxpayer information number and legal status provided herein are correct.

GRANTEE NAME: **City of Bloomington**

Grantee's execution of this Agreement shall serve as its certification under oath that Grantee has read, understands and agrees to all provisions of this Agreement and that the information contained in the Agreement is true and correct to the best of his/her knowledge, information and belief and that the Grantee shall be bound by the same. Grantee acknowledges that the individual executing this Agreement is authorized to act on the Grantee's behalf. Grantee further acknowledges that the award of Grant Funds under this Agreement is conditioned upon the above certification.

By: _____ _____
Steven Rasmussen, Assistant City Manager Date

STATE OF ILLINOIS HISTORIC PRESERVATION AGENCY:

By: _____ _____
Heidi Brown-McCreery, Director Date

Grantee Address:
City of Bloomington
115 E. Washington Street, Suite 201
Bloomington, IL 61701

Please indicate any address changes below
_____
_____
_____
_____

Signature Authorization
In processing this grant and related documentation, the Agency will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed herein. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to the Agency, the Authorized Signatory must either send written notice to the Agency indicating the name of the designee or provide notice as set forth immediately following this paragraph. Without such notice, the Agency will reject any materials signed or submitted on the Grantee's behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated below. If an Authorized Designee(s) appears below, please verify the information and indicate any changes as necessary.

The following are designated as Authorized Designee(s) for the Grantee:

Authorized Designee Signature: _____
Authorized Designee Name/Title: _____
Authorized Designee Phone: _____
Authorized Designee Email: _____

Authorized Signatory Approval: _____

Authorized Designee Signature: _____
Authorized Designee Name/Title: _____
Authorized Designee Phone: _____
Authorized Designee Email: _____

Authorized Signatory Approval: _____

PART I. BUDGET AND SCOPE OF WORK

In consideration for the Grant Funds to be provided by IHPA, and subject to all terms and conditions in Part II below, the Grantee agrees to perform the Project described in this Part I (Scope of Work), which the Grantee represents and warrants is in all material respects true and accurate.

Description of Project and Scope of Work
The City of Bloomington Historic Preservation Commission will conduct an intensive survey to inventory and document historic commercial and industrial resources located along former and current railroad lines, in order to assist in the strengthening of the community's historical industrial identity. Survey information will be used to evaluate the potential for local or federal historic designations of these resources. Historic contexts and themes identified during this research will assist the City in revitalizing and rebranding these areas. Common architectural characteristics may be used in future to establish appropriate guidelines for new development.

Project Budget Detail

Item	Cost	Vendor	Quantity	Size	Additional Costs
Professional consultant fees	$20,000	TBD			$ 0
Local match cash	$ 6,689				$ 0
Local match volunteer hours	$ 2,079				$ 0
					$ 0
					$ 0

This grant project will provide a benefit to IHPA and the public by increasing awareness of the commercial, industrial, and railroad heritage of the City of Bloomington. The results of the survey will assist the City in making preservation planning decisions for the next decade or more. Property owners, local businesses, and residents will be better educated about the historic and architectural significance of these cultural resources, the benefits of historic preservation, and the potential development tools at their disposal. Surveyed properties will be assessed for National Register eligibility and designation as local landmarks.

PART II. TERMS AND CONDITIONS

2.1. AUTHORITY: This Grant is federally funded through the Historic Preservation Fund Grants-In-Aid Program, CFDA #15.904, Department of the Interior, National Park Service, under the National Historic Preservation Act (16 U.S.C. 470 et seq.). This Grant is part of IHPA's CLG Grant Program, as mandated by the National Historic Preservation Act and authorized by the Outdoor Recreation Resources Act (20 ILCS 860/4a, 5a).

2.2. PURPOSE, REPRESENTATIONS AND WARRANTIES: The sole purpose of this grant is to fund expenditures during the Grant Term relating to the Grantee's performance of the Project as described in Part I. The Grantee represents and warrants that it is authorized to undertake the obligations set forth in this Agreement and that it has obtained or will obtain and maintain all permits, licenses or other governmental approvals necessary to perform the Project described in Part I.

2.3. APPROVAL OF WORK: Only work detailed in Part I is approved. Changes in the Scope of Work, timeline, products, or budget line items must have prior written approval of the Grantor. Grant Funds may not be expended for costs incurred in relation to any unapproved deviation.

2.4. FUNDING; MATCHING: **Funding: Federal Share: 70%; Matching Share: 30%**
CLG Grants are awarded on a matching basis with the federal share being 70% and the local share being 30% for FY 2017. The local match represents that portion of the total project costs not borne

by the federal government and that is supplied by the local sponsor or other non-federal third parties using cash or in-kind contributions (represented by goods, property, services, or any combination of these). Since the Historic Preservation Fund Grant funding assistance is provided through the reimbursement of eligible project costs, the local sponsor must have available the financial resources necessary to complete the total project.

Cash contributions represent the local sponsor's cash outlay, including money contributed to the project by non-federal third parties. In-kind contributions represent the value of non-cash contributions provided by the local sponsor or non-federal third parties and may consist of charges for non-expendable personal property, and the value of goods and services directly benefiting and specifically identifiable to approved objectives of the grant-funded project.

Under this program, federal funds may not be used as any part of a local project sponsor's matching share. Only when authorized by federal legislation may property purchased with federal funds be considered as the local sponsor's in-kind contribution.

Ineligible grant-funded expenses include catering for meetings and workshops, and durable equipment purchases (computers, cameras, etc.). However, these costs may be included in the local match.

Eligible matching costs include:

- Charges paid by the local sponsor as project costs during the project period;
- Project costs financed with cash contributed or donated to the local sponsor by other non-federal third parties, including other public agencies, institutions, and private organizations and individuals;
- Project costs represented by services and personal property, or use of these, contributed or donated by non-federal third parties during the project period.

Payment of the grant amount specified in this Agreement shall be made as specified herein. Grant Funds provided under this Agreement must be expended only to perform the tasks set forth in the Scope of Work provided in Part I.

2.5. PAYMENT PROVISIONS – REIMBURSEMENT; PRIOR INCURRED COSTS: Payments to the Grantee are subject to the Grantee's submission and certification of eligible costs and any documentation as required by the Agency. Payment shall be initiated upon the Agency's approval of eligible costs and cash amount requested for reimbursement of those costs.

Reimbursement of costs incurred prior to the beginning date of the Grant Term will be allowed only if specifically provided for in the Part I, Scope of Work, as approved by IHPA. If not clearly identified in Part I, any costs incurred prior to this Agreement will be disallowed.

2.6. WORK RULES: Any work to be performed pursuant to this Agreement must be completed in accordance with the Secretary of the Interior's Standards and Guidelines for Rehabilitation or the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (copy available from the GMS); the grant proposal as approved by IHPA; and any plans and specifications which were submitted to and approved by IHPA.

2.7. COMPTROLLER FILING NOTICE: The Grantee expressly understands that whenever applicable, a copy of this Agreement and any modification, cancellation or renewal is required to be filed by IHPA with the State Comptroller.

2.8. GRANTEE'S DESIGNATED ADMINISTRATOR: Grantee shall notify Grantor in writing of the person(s) designated by the Grantee to administer the grant on behalf of the Grantee, sign required reports, and submit billings, and shall provide written notice of any changes in that designation. IHPA may submit all necessary notices and communications to this designated administrator.

2.9. IHPA PROGRAM MANAGER: All necessary and ordinary communications, submittals, approvals, requests and notices to IHPA related to the Project shall be submitted to IHPA's Program Manager:

Rachel Leibowitz, Ph.D.
Illinois Historic Preservation Agency
1 Old State Capitol
Springfield, Illinois 62701
rachel.leibowitz@illinois.gov

2.10. AMENDMENTS: Except for minor changes to work timeline, budget allocations, or Scope of Work, approved by IHPA, this Agreement may be amended only by a written document signed by both parties. If the Grantee determines that expenditures of grant funds will vary, it must submit a written request for approval by IHPA prior to incurring the revised costs. Grantee's failure to obtain written approval for anticipated budget revisions is a sufficient reason for IHPA to disallow any costs not included in the original project budget and require a refund from the Grantee.

2.11. MODIFICATION BY OPERATION OF LAW: This Agreement is subject to such modifications as IHPA determines may be required by changes in Federal or State law or regulations applicable to this Agreement. Any such required modification shall be incorporated into and become part of this Agreement as if fully set forth herein. IHPA shall timely notify the Grantee of any pending implementation of or proposed amendment to such regulations of which it has notice.

2.12. GRANT TERM; EXTENSIONS: All costs charged to the grant must be incurred and the Scope of Work completed within the Grant Term. Deliverables must be provided as directed by IHPA. The Grantee must submit a written request to the Program Manager and receive prior written approval from the Illinois Historic Preservation Agency for any deviation from the grant term requirements. Extensions of the grant term will be granted only for good cause. Grantee's failure to adhere to the schedule set forth in Part II may be grounds for suspension or termination of this Agreement. Further, failure by the Grantee to comply with the terms and conditions outlined in Part II, or with any additional terms and conditions within the Agreement, may result in the Grantee being deemed ineligible by IHPA for future funding.

Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 *et. seq*.), no grant term may extend beyond a two-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed in reimbursement of costs previously incurred by the grantee. No grant term may exceed the term of the Historic Preservation Fund grant for which IHPA has obligational authority.

2.13. ASSIGNMENT OR SUBGRANTS. If Grantee provides any portion of this funding to another entity through a grant agreement or contract, Grantee is considered to be a pass-through entity or subgrantor. Grantee must obtain written approval before it provides any portion of this funding to another entity through a grant agreement or contract. The benefits of this Agreement and the rights, duties and responsibilities of the Grantee under this Agreement may not be assigned (in whole or in part) except with the express written approval of IHPA.

2.14. TIMELINE: An approved timeline must be on file with the Illinois Historic Preservation Agency within 30 days of the date of this Agreement. The Grantee must meet the performance milestones and other due dates in the timeline regardless of the term of the contract.

2.15. DURATION: This Agreement shall become effective on the date of signature by the Illinois Historic Preservation Agency. It shall remain in force until 1) the grant term expires, 2) full completion of work and final payment, or 3) termination of the grant.

2.16. PRODUCTS: Both interim (draft) and final products must be approved by the Grantor. Those which do not conform to the terms and conditions of this grant agreement or which do not meet the Secretary

of the Interior's Standards must be corrected within the grant term or the Grantee will not be reimbursed.

2.17. COPYRIGHT, PATENTS, TRADEMARKS: No work produced under this Agreement shall become in whole or in part the subject of any application for copyright, patent, or trademark. Products and reports produced under this Agreement shall become the property of the State of Illinois, including any rights that otherwise might be available to the Grantee under copyright, patent, and trademark laws. Grantee specifically agrees that the compensation provided for hereunder also includes such rights to the State.

2.18. AGENTS: All personnel necessary for performance of this Agreement shall be employed by or contracted with the Grantee. The Grantee and its personnel, employees and agents shall not be considered to be agents or employees of IHPA. IHPA and its employees, when acting pursuant to this Agreement, are acting as State officials in their official capacity and not personally or as the agents of others.

2.19. PUBLIC INFORMATION REQUIREMENTS: For the duration of the Agreement, the Grantee will prominently acknowledge the participation of IHPA in the Project in all press releases, publications and promotional materials presented to the media or otherwise dissemination published concerning the Project. The Grantee must provide IHPA with copies of any proposed press releases, publications and promotional materials not less than ten (10) days before these materials are disseminated. Grantee will submit copies of any press releases, publications and promotional materials to IHPA's Project Manager. All publications must have IHPA's prior written approval before publication. If IHPA's written approval is not given, all costs pertinent to the publication may be disallowed.

The Grantee will provide adequate advance notice pursuant to this section of promotional events such as open houses, dedications, or other planned publicity events; and will also coordinate in the planning of said events. Any materials or displays to be distributed in connection with the promotional event must be submitted to IHPA in advance of publication or dissemination and must prominently acknowledge IHPA's participation in the Project.

All publications of any type produced through this grant, including audio-visual materials, must bear the IHPA logo and acknowledgment. All meetings, publications and products must acknowledge Department of Interior, National Park Service grant support and include required Civil Rights, ADA, and Equal Rights language or bulletins per the instructions in the Historic Preservation Fund Grant Manual.

2.20. INDEMNIFICATION: The Grantee agrees to assume all risk of loss and to indemnify and hold the State, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments including costs, attorneys' and witnesses' fees, and expenses incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the State) resulting from the negligence or misconduct of Grantee, its employees, agents, or subcontractors or subgrantees in the performance of this Agreement. Grantee shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property and shall, at the State's request and expense, furnish to the State reasonable assistance and cooperation including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the State in obtaining recovery.

The Grantee shall, at its expense, defend the State against all claims asserted by any person that anything provided by Grantee infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorneys' fees awarded against the State in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement.

2.21. AGENCY REMEDIES: In addition to any remedies found elsewhere in this Agreement or at law, IHPA may elect any of the following remedies in the event this Agreement is terminated. Grantee must comply with IHPA's direction within 45 days following written notice or demand from IHPA.

a. IHPA may direct the Grantee to refund all grant moneys disbursed to it under this Agreement;

b. IHPA may direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses;

c. IHPA may direct the Grantee to transfer ownership of equipment or material purchased with Grant Funds provided under this Agreement to IHPA or its designee.

2.22. SUSPENSION: If the Grantee fails to comply with the specific conditions and/or general terms and conditions of this Agreement, IHPA may, upon written notice to the Grantee, suspend this Agreement, withhold further payments and prohibit the Grantee from incurring additional obligations of Grant Funds, pending corrective action by the Grantee or a decision to terminate this Agreement. IHPA may determine to allow such necessary and proper costs, which the Grantee could not reasonably avoid during the period of suspension provided that IHPA agrees that such costs were necessary and reasonable and incurred in accordance with the provisions of this Agreement

2.23. TERMINATION FOR CAUSE: If the Agency determines that the Grantee has failed to comply with any of the covenants, terms, conditions or provisions of this Agreement, or any other application, proposal or grant award executed by the Agency and the Grantee, including any applicable rules or regulations, or has made a false representation or warranty in connection with the receipt of the grant, the Agency may terminate this Agreement in whole or in part at any time before the expiration date of this Agreement. The Agency shall notify the Grantee in writing of the reasons for the termination and the effective date of the termination. Grantee shall not incur any costs after the effective date of the termination. Payments made to the Grantee or recovery by the Agency shall be in accord with the legal rights and liabilities of the parties.

In the event of termination for cause, Grantee shall also be subject to any other applicable provisions specified elsewhere in this Agreement.

Termination for cause may render the Grantee ineligible for consideration for future grants from the Agency for a period not to exceed two (2) years.

2.24. TERMINATION FOR INSUFFICENT FUNDS: This Agreement may also be terminated in the event of insufficient appropriation or other reduction of funding sources for this grant. IHPA shall notify the Grantee of such a termination as soon as possible after discovering the funding issue. The parties may agree to a reduced grant amount and Scope of Work, but IHPA, at its sole discretion, shall determine whether funding is sufficient to continue its obligations under this Agreement. If no such agreement is reached, the Grantee shall be paid for non-cancelable, allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of termination. The Grantee shall refund the balance of grant funds within 45 days of receiving notice of termination.

2.25. TERMINATION FOR CONVENIENCE: The Grantee acknowledges that this grant was made by IHPA based on its determination that the activities to be funded under this Agreement are in furtherance of either IHPA's statutory requirements or its program objectives. The Grantee further acknowledges that IHPA may unilaterally terminate this Agreement based on its good faith determination that the continued expenditure of Grant Funds under this Agreement is no longer in furtherance of said statutory requirements or program objectives. Termination for convenience shall be effective upon delivery of notice to Grantee. The Grantee shall not incur new obligations after the effective date of the termination, and shall cancel as many outstanding obligations as possible. IHPA

shall allow full credit to the Grantee for properly incurred expenditures made in connection with the Grant in accordance with the provisions of Part I, Scope of Work. The Grantee shall refund the balance of grant funds within 45 days of receiving notice of termination.

2.26. ATTORNEYS FEES AND COSTS: If IHPA is the prevailing party in any proceeding to enforce the terms of this Agreement, IHPA has the right to recover reasonable attorney fees, costs and expenses associated with recovering the Grant Funds.

2.27. INTEGRATION AND SEVERABILITY: This Agreement, with attachments, as written, is the full and complete agreement between the parties and there are no oral agreements or understandings between the parties other than what has been reduced to writing herein. If any provision under this Agreement or its application to any person or circumstances is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or its application of this Agreement, which can be given effect without the invalid provision or application.

PART III. LAWS AND CERTIFICATIONS

3.1. LAWS OF THE UNITED STATES AND ILLINOIS: This Agreement shall be governed by and construed in accordance with federal law and the laws of the State of Illinois, including but not limited to the National Historic Preservation Act (16 U.S.C. 470 et seq.), the Department of the Interior's Historic Preservation Fund Grants Manual, the Illinois Grant Funds Recovery Act (30 ILCS 705 et. seq.), the Grant Accountability and Transparency Act (30 ILCS 708), the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420), the Public Officer Prohibited Activities Act (50 ILCS 105) and the Illinois Governmental Ethics Act (5 ILCS 420). Applications, programmatic reports and other information obtained by IHPA under this Agreement are subject to the Freedom of Information Act (5 ILCS 140/1 et seq.).

3.2. GRANT ACCOUNTABILITY AND TRANSPARENCY ACT (30 ILCS 708) AND GRANT FUNDS RECOVERY ACT (30 ILCS 705/1, ET SEQ.): This Agreement is subject to all applicable provisions of the Grant Accountability and Transparency Act and the Illinois Grant Funds Recovery Act, including the requirement that any Grant Funds not expended or legally obligated at the expiration or termination of the Grant term must be returned to the Agency within 45 days following said expiration or termination. Notwithstanding any provision specified elsewhere in this Agreement regarding the treatment of interest earned on the Grant Funds, any interest earned on Grant Funds that is not expended or legally obligated during the Grant term must also be returned to the Agency within 45 days following the expiration or termination of this Agreement.

3.3. HISTORIC PRESERVATION FUND GRANTS MANUAL: This Grant is subject to the Department of the Interior's rules as stated in the Secretary of Interior Historic Preservation Grants Manual. Applicants must be eligible for grant funds under the Department of Interior rules for Certified Local Governments, and the Grantee agrees to provide such information as IHPA may request to confirm eligibility (HPF Grants Manual, Ch. 9, Sec. K.5.).

3.4. CERTIFICATIONS: By signing this Agreement, the Grantee certifies, as a condition of this grant, that services, programs and activities conducted under this Agreement are, and will continue to be, in compliance with all relevant State, Federal and local laws and regulations, including each of the laws and contractual requirements listed below, which will be deemed to be included in this Agreement the same as though written herein in full. By signing this Agreement, Grantee also certifies that all information in the grant Agreement is true and correct to the best of the grantee's knowledge, information, and belief; that the funds shall be used only for the purposes described in the grant agreement; and that the award of grant funds is conditioned upon this certification. A letter of explanation for any area of non-compliance should be submitted prior to executing the Agreement. Except where expressly required by applicable laws and regulations, IHPA shall not be responsible for monitoring Grantee's compliance.

1. *National Historic Preservation Act* (18 U.S.C. 1913), and the terms of the Historic Preservation Fund Grants-In-Aid Program, pursuant to the Historic Preservation Fund Grants Manual.
2. *Illinois State Agency Historic Resources Preservation Act* (20 ILCS 3420/1 et seq.). Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Historic Preservation Agency.
3. *Americans with Disabilities Act* (42 U.S.C. 12101 et seq.) and the regulations thereunder (28 CFR 35.130), prohibiting discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in providing any aid, benefit or service.
4. *Educational Loan Default Act* (5 ILCS 385/3), prohibiting certain contracts to individuals who are in default on an educational loan.
5. *Non-Bribery*. Grantee certifies that neither it nor its employees have been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois, nor has Grantee or any of its employees made an admission of guilt of such conduct which is a matter of record as defined in the Illinois Procurement Code (30 ILCS 500/50-5).
6. *Bid Rigging/Rotating*. Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33 E-3 and 5/33 E-4).
7. *Drug Free Workplace Act* (30 ILCS 580/1). If the Grantee employs 25 or more employees and the amount of this grant is five thousand dollars ($5,000.00) or more, the Grantee is notified that the Drug Free Workplace Act (30 ILCS 580/1 et seq.) is applicable to this Agreement, and the Grantee certifies that it will comply with the terms of said Act. If Grantee is an individual, it certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this Agreement.
8. *International Anti-Boycott* (30 ILCS 582). The Grantee hereby certifies that neither the Grantee nor any substantially owned affiliate company of the Grantee is participating or will participate in an international boycott, as defined by the provisions of the U.S. Export Administration Act of 1979, or as defined by the regulations of the U.S. Department of Commerce, promulgated pursuant to that Act (30 ILCS 582/1 et seq.).
9. *Minorities, Females, and Persons with Disabilities Act and Illinois Human Rights Act* (30 ILCS 575/0.01; 775 ILCS 5/2-105). The Grantee acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Scope of Work to be performed under this Agreement.
10. *Sexual Harassment*. The Grantee certifies that it has written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105 (B)(5)). A copy of the policies shall be provided to IHPA upon request
11. *State of Illinois Discrimination Laws* (775 ILCS 5/1-101 et seq.). In carrying out the performance required under this Agreement, the Grantee shall comply with all applicable provisions of the Illinois Human Rights Act, and rules and regulations promulgated by the Illinois Department of Human Rights. The Grantee certifies (i) that it will not commit unlawful discrimination in employment in Illinois as that term is defined in Article 2 of said Act; (ii) that it will comply with the provisions of Article 5 of the Act regarding equal employment opportunities and affirmative action; and, (iii) that it will comply with policies and procedures established by the Department of Human Rights under Article 7 of the Act

regarding equal employment opportunities and affirmative action. The Grantee further certifies that, if applicable, it will comply with "An Act to prohibit discrimination and intimidation on account of race, creed, color, sex, religion, physical or mental handicap unrelated to ability or national origin in employment under contracts for public buildings or public works." (775 ILCS 10/0.01 et seq.)

12. *Equal Pay Act of 2003* (820 ILCS 112 et seq.). If the Grantee has four or more employees, it is prohibited by the Equal Pay Act of 2003 from paying unequal wages to men and women for doing the same or substantially similar work. Further, the Grantee is prohibited by the Equal Pay Act of 2003 from remedying violations of the Act by reducing the wages of other employees or discriminating against any employee exercising his/her rights under this Act. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation
13. *Discriminatory Club Dues* (775 ILCS 25/1).
14. *Prevailing Wage Act* (820 ILCS 130/0.01 et seq.).
15. *Interagency Wetlands Policy Act* (20 ILCS 830/1 et seq.).
16. *Single Audit Act of 1984*.
17. *Child Labor – Public Act 94-0264*. The Grantee certifies, in accordance with Public Act 94-0264, that no foreign-made equipment, materials, or supplies furnished to the State in connection with this Agreement have been produced in whole or in part by the labor of any child under the age of 12.
18. Grantee certifies that it has no public or private interest, direct or indirect, and shall not acquire directly or indirectly any such interest which does or may conflict in any manner with the performance of Grantee's services and obligations under this Agreement.
19. *Lobbying Restrictions*. Section 319 of Public Law 101-121 (31 U.S.C.A. 1352) regarding the certification and disclosure of lobbying activities with the Federal Government.
20. The Grantee certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any Federal department or agency.
21. *Environmental Tobacco Smoke*. Public Law 103-227, Part C, requiring that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through States or local governments by Federal grant, contract, loan or loan guarantee.
22. That no member of any governing body or any officer, agent or employee of the State, is employed by the Grantee or has a financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted under applicable statute, regulation or ordinance.
23. That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel: Are not presently declared ineligible or voluntarily excluded from contracting with any Federal or State department or agency; Have not within a three-year period preceding this Agreement been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of Federal or State antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property; and Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in sub-paragraph (b) of this certification.
24. Grantee certifies that it is not currently operating under or subject to any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's

knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify IHPA of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that IHPA is authorized to declare Grantee in default of this Agreement and suspend or terminate the Agreement.

25. *Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes*. The Grantee shall provide Workers' Compensation insurance where the same is required and shall accept full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

3.5. ADDITIONAL REQUIREMENTS FOR HISTORIC BUILDING REHABILITATION AND RESTORATION PROJECTS: By signing this Agreement, the Grantee agrees that for a period of five years from the date of completion of the project, any and all improvements to the property must conform to the Secretary of the Interior's Standards and Guidelines for Rehabilitation or the Secretary of the Interior's Standards for Archaeology and Historic Preservation, regardless of the funding source for the improvement. If the grant exceeds $25,000, the period is ten years.

The Grantee shall assume the cost of continued maintenance and repair of the property which is the subject of this agreement so as to preserve the architectural, historical or archaeological integrity of the same, and that no visual or structural changes will be made to the property without prior written permission of IHPA for a period of five years commencing at the completion of the project.

PART IV. FINANCIAL, REPORTING AND AUDITS

4.1. FUNDING: The Grantee is hereby given actual knowledge that pursuant to the State Finance Act, 30 ILCS 105/30, payments under this grant are contingent upon the existence of a valid appropriation therefore and that no officer shall contract any indebtedness on behalf of the State, or assume to bind the State in an amount in excess of the money appropriated, unless expressly authorized by law. Obligations of the State shall cease immediately if, in any fiscal year, the State of Illinois Legislature, the President, or the U.S. Congress fails to appropriate or otherwise make available funds for this contract. The State will use its best efforts to secure sufficient appropriations to cover this contract. The Grantee acknowledges that this is a one-time grant which obligates neither the grantor nor the State of Illinois to provide further funding for completion or continuation of projects or ongoing costs of any future undertakings incurred by the Grantee.

4.2. FINANCIAL RECORDS: The Grantee shall maintain an adequate accounting system and auditing procedures to provide effective accountability and control of property, funds, and assets sufficient to meet Grantee needs. If the Grantee receives federal funds as a result of this Agreement, they shall comply with the Single Audit Act of 1984 and, if required under the Act, will forward the most recent audit performed under the Single Audit Act of 1984 to the Historic Preservation Agency with this signed agreement.

4.3. CONTRACTING: The Grantee shall provide the Grantor with copies of requests for Proposals, Requests for Bids, or other requests for goods or services exceeding $25,000 or for professional services exceeding $20,000. A copy of the resulting agreement shall be retained as part of the permanent grant record. Selected professional contractors must meet the minimum qualifications in 36 CFR 61.

4.4. RETENTION OF RECORDS: The Grantee shall maintain and preserve for a period of five (5) years after the date of final payment to Grantee and during that period shall produce, upon request of the agency, all books, accounts, reports, files, data, electronic records, and other evidence pertaining to costs incurred by Grantee in connection with this agreement for the purposes of audit. The five year period begins after all payments, litigation, audits, and claims are closed. Records of durable property will be kept for five years beyond the final disposition date.

4.5. AUDIT: HPA reserves the right to require or conduct a Financial/Compliance Audit if it deems such action to be in the best interest of the State of Illinois.

A. Standard Audit. If the Grantee is required to have a Standard Audit, the Grantee shall provide IHPA with a copy of such audit report, applicable management letters (SAS 115), and applicable SAS 114 letters (Auditor's Communication With Those Charged With Governance) within thirty (30) days of the Grantee's receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit was performed. The Audit Report is required to be provided to IHPA any year an audit is performed over the life of the grant. In lieu of providing a Standard Audit, the Grantee may submit a Grant-Specific Audit.

B. Federal Requirements. If the Grantee is required to have an audit performed pursuant to the Single Audit Act of 1984, as amended in 1996 ("Single Audit Act") and by the Office of Management and Budget Circular A-133 ("OMB Circular A-133"), the Grantee shall provide IHPA with a copy of the audit report, applicable management letters (SAS 115), and applicable SAS 114 letters (Auditor's Communication With Those Charged With Governance), as provided for in the Single Audit Act and OMB Circular A-133, to IHPA within thirty (30) days of the Grantee's receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit was performed. The Audit Report is required to be provided to IHPA annually for the life of the grant. In accordance with the American Recovery and Reinvestment (ARRA) Act of 2009 Article 3, the audit report in the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) must separately identify all expenditures for federal awards including each subrecipient, the Federal Award number, CFDA number, and the amount of ARRA funds. Please refer to the ARRA Act Article 3 for further guidance. If no Single Audit is required of federally-funded Grantees, the Grantee is to provide IHPA with an annual letter stating a Single Audit was not required.

C. Discretionary Audit. IHPA may, at any time, and at its discretion, request a Grant-Specific Audit or other audit, Management Letters (SAS 115) and SAS 114 Letters (Auditor's Communication With Those Charged With Governance) to be delivered within thirty (30) days of the Grantee's receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit was performed.

D. Grant-Specific Audit If the Grantee submits a Grant-Specific Audit either by requirement of the Agency or in place of a Standard Audit, the Grant-Specific Audit must meet the following requirements:

The audit must be completed at the end of the grant and cover the entire grant period.

The audit must include a Revenue (Receipt) and Expenditure Statement, which verifies budget amounts with actual amounts for this grant. The audit must also include a compliance component which covers, at a minimum, the following items:

- Confirmation that the Grantee completed the activities described in the Scope of Work (Part II) within the grant term;
- Confirmation that the Grantee obtained prior written approvals from the Agency for material changes from the performance of the activities described in the Scope of Work (Part II);

- Confirmation that the Grantee expended grant funds within the grant period;
- Confirmation that the Grantee adhered to the grant budget (Part I) or if not variances must be identified;
- Confirmation that the Grantee obtained prior written approvals from the Agency for any material variances in its expenditure of grant funds;
- Confirmation that the Grantee adequately accounted for the receipts and expenditures of grant funds;
- Confirmation, if applicable, that the Grantee returned grant funds and interest to the Agency in accordance with the provisions of the Grant Agreement; and
- Confirmation that the amounts reported in the Grantee's Final Financial Status Report are traceable to its general ledger and accounting records.

E. Audit Performance All Audits shall be performed by an independent certified public accountant or accounting firm licensed by the appropriate licensing body in accordance with applicable auditing standards.

F. Audit Submission The Grantee shall electronically send all audit reports and related deliverables to the Agency at the following address:

rachel.leibowitz@illinois.gov

If the Grantee is unable to submit the aforementioned documents to the Agency electronically, the information shall be sent to the Agency at the following address:

Illinois Historic Preservation Agency
CLG Grant Program
1 Old State Capitol
Springfield, IL 62701

4.6. MONITORING: The grant will be monitored for compliance in accordance with the terms and conditions of the Grant Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that IHPA promulgates or implements. The Grantee must permit any agent authorized by IHPA, upon presentation of credentials, in accordance with all methods available by law, full access to and the right to examine any document, papers and records, either in hard copy or electronic, of the Grantee involving transactions relating to this grant.

4.7. PROGRESS REPORTING: The Grantor must submit quarterly Progress Reports on forms provided in the IHPA FY16 Guidelines by the 10th of the month immediately following the previous quarter. Survey grants have additional monthly reporting requirements.

4.8. COMPLETION: In addition to any other reporting requirements specified in this Agreement, the Grantee shall complete and submit a Completion Report on forms provided in the IHPA FY16 Guidelines within thirty (30) days from the earlier of the Grant Period end date, the end of the project, or the effective date of termination of this Agreement. Completion Reports have two parts: a Narrative and a Fiscal Report. The required content is described further in the IHPA FY16 Guidelines.

All completion reports must be accompanied by a Narrative and additional information and deliverables. The Narrative may be substantially similar to portions of a survey or other historical document produced under the grant but must be compiled with the fiscal information as a separate submission. The purpose of the Narrative is to create a record for future stewards of historic preservation. It need not be extensive but should include, at a minimum, the following information:

a. A complete description of the project components. For construction projects, include clear, labeled photographs of the completed project.
b. An assessment of the degree of success achieved by the project.

c. A description of all promotional and publicity activities involved in the project. This should include copies of all newspaper articles, handouts, news releases, etc.
d. Resumes relating relevant experience for principal individuals or firms engaged in the project.
e. At least two copies of any publications, including brochures, guidebooks, newsletters, planning documents, videotapes, or any other items prepared for distribution or implementation as local policy.
f. A discussion of the problems that were encountered in the implementation of the project and how problems were resolved.

Completion Reports should include descriptions of all special techniques or preservation procedures that have proven satisfactory or unsatisfactory. Such information will be made available to other participants with similar projects. Similarly, grantees should maintain a running log of project work, including a record of significant findings. Logs provide research sources and restoration data and simplify preparation of Completion Reports, and may be copied and submitted as part of the Quarterly Reports or the Completion Reports.

The Grantee must also provide a fiscal report on the expenditure of Grant Funds provided by the State, and if applicable, the Grantee's required matching funds, including a Funding Summary (Planned vs. Actual), and information about Donor (individual, government, etc.), Source (private funds, state funds, city funds), Kind (cash, donated), and amount of other funds applied during the project period.

The Grantee is responsible for taking the necessary steps to correct any deficiencies disclosed by such completion report, including such action as IHPA, based on its review of the report, may direct. Final requests for financial reimbursement will not be processed unless accompanied by a Completion Report that is approved by IHPA. In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1, *et seq*., the Grantee must, within forty-five (45) days of the earlier of the Grant Period end date or the effective date of termination of this Agreement, refund to IHPA, any balance of Grant Funds paid to the Grantee but not spent or not obligated as of said date.

CONSENT AGENDA ITEM NO. 7R

FOR COUNCIL: April 24, 2017

SUBJECT: Consideration of an Intergovernmental Agreement by and Between the Illinois Office of the Comptroller and the City of Bloomington Providing for the City to Participate in the Comptroller's Local Debt recovery program.

RECOMMENDATION/MOTION: Recommend the Intergovernmental Agreement be approved, and the Mayor and City Clerk authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1.d. City Services delivered in the most cost-effective, efficient manner; Objective 1.e. Partnering with others for the most cost effective service delivery.

BACKGROUND: City staff has been engaging in regular meetings to improve debt collection practices. One recommendation that has come out of these meetings is for the City to participate in the Illinois Office of the Comptroller's Local Debt Recovery Program.

The purpose of the program is to assist units of local government in the collection of debt. For this to occur, the City notifies the State of tax and nontax debts owed to the City so that the State can garnish any state payouts (wages, tax refunds, lottery winnings) to the debtor and remit funds to the City. The City uploads a list of debtors to the Comptroller's Office which automatically checks that list against its list of individuals who are owed money by the State. If there is a match, funds are garnished by the State and remitted to the City.

The State does not charge for participation in the program, however, participation will require staff time and resources to upload the information, to monitor and adjust the accuracy of the data, and to provide the required appeal process. The amount of funds collected from the program expected to exceed the cost of the staff time and resources required to participate.

It is anticipated that in-house staff will be able to launch the initial phase of participation, which will consist of collection of small claims judgments. The program contains several legal requirements for participation, which are outlined in the Intergovernmental Agreement. The debts can only be submitted to the Comptroller if proper notice has been sent along with some form of hearing or way to appeal. It is for this reason that the City will begin with all outstanding small claims judgments. The value of the small claims judgments within the statute of limitations for the program (7 years) to be submitted to the State is approximately $60,000. It is anticipated that the City will expand this program eventually to include all administrative judgments, unpaid taxes, all legal judgments, and other debt, as resources permit.

This is a popular and successful program throughout the state, and many other municipalities have signed up with the Comptroller.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not Applicable

FINANCIAL IMPACT: This should bolster the City's collection percentage on its outstanding debts and reduce the amount of bad debt held by the City. The Office of the Comptroller does not charge for enrollment into the program.; however, City resources will be spent in participating in the program. These resources are expected to be significantly less than the amount recovered by the program.

Respectfully submitted for Council consideration.

Prepared by: Gregory E. Moredock, Sorling Northrup

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Intergovernmental Agreement

INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE ILLINOIS OFFICE OF THE COMPTROLLER
AND
THE CITY OF BLOOMINGTON
REGARDING ACCESS TO THE COMPTROLLER'S LOCAL DEBT RECOVERY PROGRAM

This Intergovernmental Agreement ("the Agreement") is hereby made and entered into as of the date of execution by and between the Illinois Office of the Comptroller (hereinafter "IOC") and the City of Bloomington (hereinafter "the local unit"), in order to provide the named local unit access to the Local Debt Recovery Program for purposes of collecting both tax and nontax debts owed to the named local unit. Each of the parties hereto is a "public agency" as defined in Section 2 of the Intergovernmental Cooperation Act [5 ILCS 220/2].

WHEREAS, both the State of Illinois and the local unit have a responsibility to collect debts owed to its respective public bodies;

WHEREAS, IOC operates a system, known as the Comptroller's Offset System (hereinafter, "the System"), for collection of debt owed the State by persons receiving payments from the State;

WHEREAS, the Illinois General Assembly specifically provided for the ability of the local unit to utilize the System when it amended Section 10.05 and added Section 10.05d to the State Comptroller Act [P.A. 97-632; 15 ILCS 405/10.05 and 10.05d];

WHEREAS, IOC and the local unit are empowered under the Illinois Constitution [Ill. Const., Art. VII, Sec. 10], Section 3 of the Intergovernmental Cooperation Act [5 ILCS 220/3], and Section 10.05d of the State Comptroller Act (hereinafter, "the Act") [15 ILCS 405/10.05d] to contract with each other in any manner not prohibited by law;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

Article I – Purpose

The purpose of the Agreement between the IOC and the local unit is to establish the terms and conditions for the offset of the State's tax and nontax payments in order to collect tax and nontax debts owed to the local unit.

Article II – Authority

The authority for State payment offset is granted under Section 10.05 of the Act [15 ILCS 405/10.05] and the authority for entering into this Agreement is granted under Section 10.05d of the Act [15 ILCS 405/10.05d], Section 3 of the Intergovernmental Cooperation Act [5 ILCS 220/3], and Article VII of the Illinois Constitution [Ill. Const., Art. VII, Sec. 10].

Article III – State Payment Offset Requirements and Operations

A. Legal Requirements. The offset of State payments shall be conducted pursuant to the authority granted in Section 10.05 and 10.05d of the Act [15 ILCS 405/10.05 and 10.05d] and the requirements set forth in this Agreement.

1. Definition of "Debt"

(a) For purposes of this Agreement, debt shall mean any monies owed to the local unit which is less than 7 years past the date of final determination, as confirmed by the local unit in Article III(A)(2)(a)(viii) of this Agreement.

(b) No debt which is more than 7 years past the date of final determination may be placed or may remain on the System.

(c) No debt which has resulted in the issuance of a warrant for the arrest of the debtor may be placed or remain on the System so long as that warrant for arrest is active.

(d) No debt which has resulted in the attachment of a lien on any personal property or other personal interest of the debtor shall be placed or remain on the System so long as that lien is attached to that property or interest.

2. Due Process & Notification

(a) Before submitting a debt to IOC for State payment offset, the local unit must comply with all of the notification requirements of this Agreement. For purposes of this Agreement, notification of an account or claim eligible to be offset shall occur when the local unit submits to IOC the following information:

(i) the name and address and/or another unique identifier of the person against whom the claim exists;

(ii) the amount of the claim then due and payable to the local unit;

(iii) the reason why there is an amount due to the local unit (i.e., tax liability, overpayment, etc.);

(iv) the time period to which the claim is attributable;

(v) the local entity to which the debt is owed;

(vi) a description of the type of notification has been given to the person against whom the claim exists and the type of opportunity to be heard afforded to such a person;

(vii) a statement as to the outcome of any hearings or other proceedings held to establish the debt, or a statement that no hearing was requested; and,

(viii) the date of final determination of the debt.

(b) IOC will not process a claim under the Agreement until notification has been received from the local unit that the debt has been established through notice and opportunity to be heard.

(c) The local unit is required to provide the debtor with information about a procedure to challenge the existence, amount, and current collectability of the debt prior to the submission of a claim to IOC for entry into the System. The decision resulting from the utilization of this procedure must be reviewable.

3. Certification

(a) The chief officer of the local unit shall, at the time the debt is referred, certify that the debt is past due and legally enforceable in the amount stated, and that there is no legal bar to collection by State payment offset.

(b) Only debts finally determined as currently due and payable to the local unit may be certified to IOC as a claim for offset.

(c) The chief officer of the local unit may delegate to a responsible person or persons the authority to execute the statement of the claim required by the Agreement.

(d) This delegation of authority shall be made on either electronic or paper based forms provided by the Comptroller.

(e) For purposes of this Agreement, "chief officer of the local unit" means the Chief Accountant.

(f) The chief officer hereby acknowledges and agrees that he/she will ensure that the login information into any electronic system provided by the Office of the Comptroller will remain confidential, that only active employees of the local unit may be granted the delegation of authority provided for in Part (c) of this Subsection, and that under no circumstances is a vendor, agent, consultant, collector or any other third-party representative of the local unit authorized to submit or certify debt to IOC on behalf of the local unit.

4. Notification of Change in Status

(a) The chief officer must notify IOC as soon as possible, but in no case later than 30 days, after receiving notice of a change in the status of an offset claim.

(b) A change in status may include, but is not limited to, payments received other than through a successful offset, the filing of a bankruptcy petition, the death of the debtor, or the expiration of the ability for the debt to remain on the System, as provided for in Article III(A)(1)(b) of this Agreement.

5. Notification of Change in the Chief Officer

(a) The local unit shall be responsible for notifying IOC as soon as is practicable in the event the chief officer named in the Agreement is no longer an officer or employee of the local unit or is otherwise unable to perform the certification process provided for in Subsection 3 of this Section.

(b) Upon obtaining knowledge that the chief officer is no longer an officer or employee of the local unit or is otherwise unable to perform the certification process provided for in Subsection 3 of this Section, whether through notification by the local unit or by any other means, IOC shall suspend the authority for the chief officer and any of his or her designees to certify debt to IOC.

(c) The local unit shall be responsible for updating records with IOC in the event of a change in the chief officer in order to reestablish certification authority and resume collection by State payment offset.

B. Operational Requirements

1. Technical Requirements. IOC agrees to work with the local unit to facilitate information and data procedures as provided for in this Agreement. The local unit agrees to adhere to the standards and practices of IOC when transmitting and receiving data. The chief officer shall assume the responsibility of providing updates to the debtor records on file with IOC in order to ensure an equitable resolution of the debts owed to the local unit.

2. Fee. A fee may be charged to the debtor and shall be no more than $20 per payment transaction. The fee will be deducted from the payment to be offset prior to issuance to the local unit.

3. Offset Notices. IOC will send offset notices to the debtor upon processing a claim under the Act and this Agreement. The notice will state that a request has been made to make an offset against a payment due to the debtor, identify the local unit as the entity submitting the request, provide the debtor with a phone number made available pursuant to Article III

(B)(6) of this Agreement, and inform the debtor that they may formally protest the offset within sixty (60) days of the written notice.

4. IOC Protest Process. If a protest is received, IOC will determine the amount due and payable to the local unit. This determination will be made by a Hearing Officer and will be made in light of all information relating to the transaction in the possession of IOC and any other information IOC may request and obtain from the local unit and the debtor subject to the offset. If IOC requests information from the local unit relating to the offset, the local unit will respond within sixty (60) days of IOC's request. IOC may grant the local unit an additional sixty (60) day extension for time to respond. The local unit shall complete an adjudication review with IOC in order to evaluate the local unit and the protest process prior to the offset of any State payments.

5. IOC Hearing Officer. The local unit hereby agrees to provide the Hearing Officer with any information requested in an efficient and timely manner in order to facilitate the prompt resolution to protests filed as a result of this Agreement. For purposes of this Agreement, any decision rendered by the Hearing Officer shall be binding on the local unit and shall be the final determination on the matter. The Hearing Officer may continue the review of a protest at his/her discretion in order to assure an equitable resolution.

6. Local Unit Call Center. The local unit hereby agrees to provide a working phone number which IOC will furnish to persons offset under this Agreement. The local unit shall ensure that the phone number is properly staffed in order to provide information about the debt the local unit is offsetting under this Agreement. The phone number for purposes of this Section and the Agreement is: 309/434-2331.

7. Debt Priorities. If a debtor has more than one local unit debt, the debt with the oldest date of entry on the System shall be offset first.

8. Transfer of Payment. Transfer of payment by IOC to the local unit shall be made in the form of electronic funds transfer (EFT). Nothing in this section or this Agreement shall limit the ability of either party to modify this Agreement at a later date in order to provide for an alternative method(s) of payment transfer.

9. IOC Refunds. If IOC determines that a payment is erroneous or otherwise not due to the local unit, IOC will process a refund of the offset, and refund the amount offset to the debtor. In the event the refund results in only a partial refund to the debtor, IOC will retain the fee referenced in Article III, Paragraph B, Section 2 above. The fee will only be refunded to the debtor in the event of a full refund of the offset amount.

10. Local Unit Refunds. The local unit is responsible for refunding monies to the debtor, including any and all administrative fees collected by IOC, if

an offset occurred due to inaccurate debt information or over collection, and the local unit has already received payment from IOC. IOC will only refund monies in the event that a payment has not yet been made to the local unit.

11. Third-Party Matching Services. IOC may utilize the services of a third-party vendor to assist in the identification of individual debtors. The local unit shall review and add any valid matches which result from the assistance of the third-party vendor within 30 days of receipt of the updated records. If the local unit is unable to add the valid matches within 30 days of receipt of the updated records, the chief officer must notify IOC as to the reason the local unit is not able to add the records in addition to a time frame for adding the records in the future.

Article IV – Permissible Use of Information

IOC acknowledges that the local unit is providing sensitive information about local debts for the purpose of conducting offsets under the Agreement. As such, IOC will use the information solely in connection with the Local Debt Recovery Program. IOC shall safeguard the local information in the same manner as it protects State debt information.

The local unit acknowledges that IOC is providing sensitive information about State payments for the purpose of conducting offsets under the Agreement. As such, the local unit will use the information solely in connection with the Local Debt Recovery Program. The local unit shall safeguard State information in the same manner as it protects local debt information.

The parties may use information in any litigation involving the parties, when such information is relevant to the litigation.

Article V – Term of the Agreement and Modifications

The Agreement becomes effective as of the Effective Date and shall remain in effect until it is terminated by one of the parties. Either party may terminate this Agreement by giving the other party written notice at least thirty (30) days prior to the effective date of the termination. Any modifications to the Agreement shall be in writing and signed by both parties.

Article VI – No Liability to Other Parties

Except for the fees described in Article III, paragraph B, Section 2 above, each party shall be responsible for its own costs incurred in connection with the Agreement. Each party shall be responsible for resolving and reconciling its own errors, but shall not be liable to any other parties for damages of any kind as a result of errors. Each party shall be liable for the acts and omissions of its own employees and agents. The Agreement does not confer any rights or benefits on any third party.

Article VII – Issue Resolution

The parties acknowledge that IOC is ultimately responsible for the development, design and operation of the System. Subject to that understanding, the parties agree to work cooperatively to resolve any matters that arise during the development, design and implementation of the program. If an issue cannot be resolved informally by mutual agreement of staff personnel, then the parties agree to elevate the issue to a senior level manager for resolution of the issue. For purposes of the Agreement, the "senior level managers" are:

1. IOC: Robert Dulski, Director – Department of Government and Community Affairs

2. Local Unit: Paulette Hurd, Chief Accountant - City of Bloomington

Article VIII – Contacts

The points of contacts for this Agreement are:

IOC: Alissa Camp, General Counsel
Illinois Office of the Comptroller
325 West Adams
Springfield, Illinois 62704
Phone: 217/782-6000
Fax: 217/782-2112
E-mail: CampAJ@mail.ioc.state.il.us

Local Unit: George Boyle, Assistant Corporation Council
Legal Department
109 E Olive St
Bloomington, Il 61701
Phone: 309/434-2213
Email: gboyle@cityblm.org

Article IX – Acceptance of Terms and Commitment

The signing of this document by authorized officials forms a binding commitment between IOC and the City of Bloomington. The parties are obligated to perform in accordance with the terms and conditions of this document, any properly executed modification, addition, or amendment thereto, any attachment, appendix, addendum, or supplemental thereto, and any documents and requirements incorporated by reference.

By their signing, the signatories represent and certify that they possess the authority to bind their respective organizations to the terms of this document, and hereby do so.

[Signature Page Follows]

IN WITNESS WHEREOF, the Illinois Office of the Comptroller and the City of Bloomington by the following officials sign their names to enter into this agreement.

ILLINOIS OFFICE OF THE COMPTROLLER

By: _____ Date: _____

Name: Susana A. Mendoza

Title: Comptroller

CITY OF BLOOMINGTON

By: _____ Date: _____

Name: Tari Renner

Title: Mayor

CONSENT AGENDA ITEM NO. 7S

FOR COUNCIL: April 24, 2017

SUBJECT: Consideration of adopting an ordinance rezoning the property located at 724 W. Washington Street from C-2, Neighborhood Shopping District to B-2, general business service district and the property located at 720 W. Washington Street from R-2, mixed residential district to B-2, general business service district

RECOMMENDATION/MOTION: That the Ordinance be adopted rezoning the property and that the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 4. Strong Neighborhoods; Goal 5. Prosperous Downtown Bloomington; Goal 6. Great Places—Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE: 4b. Upgrade quality of older housing stock; 4e. Strong partnerships with residents and neighborhood associations; 5d. Healthy adjacent neighborhoods linked to Downtown; 6b. City decisions consistent with plans and policies.

BACKGROUND: The West Bloomington Revitalization Project, the petitioner and a local 501c3 community organization, purchased 720 and 724 W. Washington Street, the subject properties, with the intention of acquiring more space to better accommodate their existing and future programs, including the Tool Library, the Walk In/Bike Out Co-op, the Book Bike, and community meeting space. 720 W. Washington Street, which is vacant, would be used as a community garden space. The petitioner intends to support the purchasing and operational costs of this relocation by renting out the second story apartment at 724 W. Washington Street. Although the property is built as a mixed use building, the current zoning, C-2, does not allow for residential uses by someone other than watchman or caretaker. Additionally, a number of community and social uses, such as library or community center, are prohibited by the C-2 zoning classification.

The Bloomington Comprehensive Plan identifies the importance of partnering with and supporting the West Bloomington Revitalization Project and the Tool Library. The award-winning Plan recognizes W. Washington Street as an important commercial corridor and Regeneration Area. Additionally, the Comprehensive Plan envisions mixed commercial and residential developments at the corners of this intersection. The existing zoning is incompatible with the goals of the Comprehensive Plan. The proposed zoning B-2 allows for very similar commercial uses including some communal uses such as a lending library, and also facilitates the residential component of the development. The Planning Commission recommended approval of the petitions to rezone this corner.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This case was before the Planning Commission for a public hearing and review on March 22, 2017. Notice of the public

hearing was published in *the Pantagraph* in accordance with City Code on March 6, 2017. In accordance with the Zoning Code (Ordinance No. 2006-137) courtesy copies of the Public Notice were mailed to approximately 135 property owners within 500 feet. A public notice sign was posted on 724 W Washington Street. No citizens, outside of the applicant, spoke in favor of the petition; no one spoke in opposition. The Planning Commission recommended approval by unanimous vote. This recommendation is consistent with staff's position.

FINANCIAL IMPACT: Supporting local community organizations help increase social capital and a sense of community, and improves the overall quality of life for residents. The West Bloomington Revitalization Project and the Tool Library assist residents with home repairs and improvements. As a result, the quality of housing is enhanced and property values are protected. Additionally rezoning the subject properties will reduce the existence of nonconformities which encourage local investment and can reduce financing barriers for future property owners.

COMMUNITY DEVELOPMENT IMPACT: (Link to Comprehensive Plan)

- Goal H-1. *Ensure the availability of safe, attractive and high quality housing stock to meet the needs of all current and future residents of Bloomington*.
- Goal H-2. *Ensure reinvestment in the established older neighborhoods and compact development of the City.*
- Goal N-1 Ensuring compact development of the City through denser, mixed-use developments and reinvestment in the established older neighborhoods.

  The proposed rezoning aligns with the following objectives:
  - N-1.2b Continue to implement the WBRP strategic plan adopted in 2010
  - N-1.2e Identify areas for commercial mixed-use developments to enhance the character of the existing neighborhoods.
  - N-1.2g Enhance key corridors into the City such as Washington Street
  - N-1.2j Promote the usage of the Tool Library.
  - N-1.2k Develop an expansion plan of the Tool Library recognizing the need for more hours as well as possible expanding locations.

Respectfully submitted for Council consideration.

Prepared by:	Katie Simpson, City Planner
Reviewed by:	Tom Dabareiner, Community Development Director
Financial & budgetary review by:	Chris Tomerlin, Budget Analyst Carla A. Murillo, Budget Manager
Legal review by:	George D. Boyle, Assistant Corporation Counsel

Recommended by:



David A. Hales

City Manager

Attachments:

- Ordinance Rezoning 724 & 720 W Washington St from R-2 and C-2 to B-2
- Rezoning Petition 724 W. Washington St
- Rezoning Petition 720 W. Washington St
- Aerial Map of Subject Property
- Zoning Map of Subject Property
- List of permitted uses in the B-2 District
- Mailing Sample and Newspaper Notice
- Mailing List
- Planning Commission Report for 3-22-17
- Planning Commission DRAFT Minutes for 3-22-17

ORDINANCE NO. 2017 - _____

AN ORDINANCE REZONING THE PROPERTY LOCATED AT 724 W. WASHINGTON STREET FROM C-2, NEIGHBORHOOD SHOPPING DISTRICT TO B-2, GENERAL BUSINESS SERVICE DISTRICT AND THE PROPERTY LOCATED AT 720 W. WASHINGTON STREET FROM R-2, MIXED RESIDENTIAL DISTRICT TO B-2, GENERAL BUSINESS SERVICE DISTRICT

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, Petitions for rezoning of certain premises hereinafter described in Exhibit(s) "A"; and

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

WHEREAS, the Bloomington Planning Commission concluded that the current zoning of the subject properties is inappropriate and incompatible with the vision of the Comprehensive Plan and therefore recommended that the City Council pass this ordinance to amending the zoning classification of the subject properties to B-2, General Business Service District; and

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

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

1. That the premises commonly referred to as 720 W. Washington Street and 724 W. Washington Street hereinafter described in Exhibit(s) "A" shall be and the same are hereby rezoned from "C-2", Neighborhood Shopping District, and "R-2", Mixed Residential District, respectively, to "B-2", General Business Service District;

2. The Official Zoning Map of said City shall be amended to reflect this change in zoning classification;

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

PASSED this ___ day of _____, 2017.

APPROVED this ____ day of _____, 2017.

APPROVED:

_____
Tari Renner
Mayor

ATTEST:

Cherry Lawson City Clerk	Jeffrey R. Jurgens Corporate Counsel

EXHIBIT “A”

(Legal Description)

724 W. Washington Street
MCINTYRES ADD W25’ S32’ LOT 6, S32’ LOT 7 & W46.5’ N78’ LOT7 BLK 2
PIN: 21-04-308-001

720 W. Washington Street
MCINTYRES ADD E3.5’ N78’ LOT 7 & (EX W25’ S32’) W34.5’ LOT 6 BLK
PIN: 21-04-308-002

ROUTE SLIP – ZONING MAP AMENDMENT (REZONING)

Date Received 2/28/17

For Council of 4/24/17

Petitioner: West Bloomington Revitalization Project

Property Located at: 720 W. Washington

~~Attorney~~: Mike O'Donnell ~~Atty~~. Phone: 309-531-2816

Petitioner/Atty. Address: _____

Email: _____

DOCUMENTS SUBMITTED:	Yes	No
1. Petition	✓	
3. Legal Description	✓	
4. $125 Filing Fee		
5. Electronic copies of Pet. Ord. & Legal		

5. Date 15 day notice Published _____ Date sent to newspaper _____

6. Publication fee of $_____ billed on _____ paid on _____

PROCESSING OF PETITION:

1. Documents reviewed by Development Committee: _____
2. Public hearing – Planning Commission of: 3/22/17
3. Date of Council Meeting: _____

Notes: _____

PETITION FOR ZONING MAP AMENDMENT

State of Illinois)
) ss.
County of McLean)

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

Now comes West Bloomington Revitalization Project, hereinafter referred to as your petitioner(s), respectfully representing and requesting as follows:

1. That your petitioner(s) is (are) the owner(s) of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A, which is attached hereto and made a part hereof by this reference, or is (are) a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;

2. That said premises legally described in Exhibit "A" presently has a zoning classification of R-2 under the provisions of Chapter 44 of the Bloomington City Code, 1960;

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

4. That your petitioner(s) hereby request that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended to reclassify said premises into the B-2 zoning district classification;

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

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

WHEREFORE, your petitioner(s) respectfully pray(s) that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended by changing the zoning classification of the above-described premises from C-2 to B-2.

Respectfully submitted,

By: Michael J O'Connell

WBRD Board President

Exhibit A

McIntyres Addition E 3 ½' N 78' 7 & (Ex W25' S32') W34 ½' 6 for property commonly located at 720 W. Washington St.

PIN: 21-04-308-002

Assessment Data

Ownership History Assessment History Permit History Property Characteristics Picture New Search Home

ID: **44 21-04-308-002**
Name: **JESUS HOUSE**
Address 1:
Address 2: **724 W WASHINGTON**
City, St., Zip: **BLOOMINGTON , IL , 61701**

Prop. Address	720 W WASHINGTON		
Sale Date	4/26/2004	Adjustment	0
Sale Price	269310	Adj. Sales Price	269310
Updated	6/1/2015 2	Adj.Ratio	30.01
Use Code	C 0060	Flag	4
School Dis	087	Financing	1
Tax Code	4001	Sale Use	5
Current Tax Rate	0.0838037	Document	04/17047
Current EAV	3450	Deed	15/8879
NH	38	Previous SD	9/14/2000
Assmt Year	**2016 S/A**	Previous SP	54000
Land	3450	Previous Ratio	23.58
Farmland	0	Homestead	0
Building	0	Senior	0
Farm Bldg	0	Frozen Amount	0
Total	3450	HIE	N/A 0
Permit Date	3/31/2015	Permit Number	119401
Permit Amount	37210	Permit For	DEMO SINGLE FAMILY RESIDENCE FOR COMMUNITY DEVELOP
Comment	6/1/15-WD.		
Reason for change	EXEMPT TO NON-EXEMPT		
Legal	MC INTYRES ADDN E3 1/2' N78' 7 & (EX W25' S32') W34 1/2' 6 2		

Reports

Exhibit A
Legal Description

Tract 3 of 724 W. Washington:

The West 34 ½ feet of Lot 6 and the East 3 ½ feet of Lot 7 in Block 2 in McIntyre's Addition to the City of Bloomington, Except the South 32 feet of said Lot 7 and Except the South 32 feet of Lot the West 25 feet of Lot 6, in McLean County, Illinois

TRACT 1:
Lot 7 in Block 2 in McIntyre's Addition to the City of Bloomington, EXCEPT the South 32 feet of said Lot 7, also EXCEPT the East 3 1/2 feet of Lot 7, in McLEAN COUNTY, ILLINOIS.
TRACT 2:
The South 32 feet of Lot 7 and the South 32 feet of the West 25 feet of Lot 6, both in Block 2 in McIntyre's Addition to the City of Bloomington, in McLEAN COUNTY, ILLINOIS.
TRACT 3:
The West 34 1/2 feet of Lot 6 and the East 3 1/2 feet of Lot 7 in Block 2 in McIntyre's Addition to the City of Bloomington, EXCEPT the South 32 feet of said Lot 7 and EXCEPT the South 32 feet of Lot the West 25

feet of Lot 6, in McLEAN COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 724 W Washington St, Bloomington, IL 61701. The Real Property tax identification number is 21-04-308-001 (Tracts 1 & 2) AND 21-04-308-002 (Tract 3).

ROUTE SLIP – ZONING MAP AMENDMENT (REZONING)

Date Received 2/28/17

For Council of 4/24/17

Petitioner: West Bloomington Revitalization Project

Property Located at: 724 W Washington

~~Attorney~~: Mike O'Donnel ~~Atty.~~ Phone: 309-531-9816

Petitioner/Atty. Address: _____

Email: _____

DOCUMENTS SUBMITTED:	Yes	No
1. Petition	✓	
3. Legal Description	✓	
4. $125 Filing Fee		
5. Electronic copies of Pet. Ord. & Legal		

5. Date 15 day notice Published _____ Date sent to newspaper _____

6. Publication fee of $_____ billed on _____ paid on _____

PROCESSING OF PETITION:

1. Documents reviewed by Development Committee: _____
2. Public hearing – Planning Commission of: 3/22/17
3. Date of Council Meeting: _____

Notes: _____

PETITION FOR ZONING MAP AMENDMENT

State of Illinois)
) ss.
County of McLean)

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

Now comes West Bloomington Revitalization Project, hereinafter referred to as your petitioner(s), respectfully representing and requesting as follows:

1. That your petitioner(s) is (are) the owner(s) of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A, which is attached hereto and made a part hereof by this reference, or is (are) a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;

2. That said premises legally described in Exhibit "A" presently has a zoning classification of C-2 under the provisions of Chapter 44 of the Bloomington City Code, 1960;

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

4. That your petitioner(s) hereby request that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended to reclassify said premises into the B-2 zoning district classification;

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

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

WHEREFORE, your petitioner(s) respectfully pray(s) that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended by changing the zoning classification of the above-described premises from R-2 to B-2.

Respectfully submitted,

By: Michael J O'Donnell
WBIRP Board President

Exhibit A

McIntyres Addition W25' S32" Lot 6, S32' Lot 7 and W46 1/2' N 78" 7 2 for property commonly located at 724 W. Washington St.

PIN: 21-04-308-001

Assessment Data

Ownership History Assessment History Permit History Property Characteristics Picture New Search Home

ID: **44 21-04-308-001**
Name: **JESUS HOUSE**
Address 1:
Address 2: **724 W WASHINGTON**
City, St., Zip: **BLOOMINGTON , IL , 61701**

Prop. Address	722-724 W WASHINGTON		
Sale Date	9/3/2003	Adjustment	0
Sale Price	80000	Adj. Sales Price	80000
Updated	9/17/2003 1	Adj.Ratio	31.70
Use Code	C 0060	Flag	7
School Dis	087	Financing	1
Tax Code	4001	Sale Use	7
Current Tax Rate	0.0838037	Document	03/45621
Current EAV	30646	Deed	N/A
NH	38	Previous SD	6/8/2001
Assmt Year	**2016 S/A**	Previous SP	95000
Land	7580	Previous Ratio	24.51
Farmland	0	Homestead	0
Building	23066	Senior	0
Farm Bldg	0	Frozen Amount	0
Total	30646	HIE	N/A 0
Permit Date	11/18/2009	Permit Number	M0902593
Permit Amount	500	Permit For	Remodel living room
Comment	9/17/03 - Grantee is Religious organ.		
Reason for change	COMMERCIAL REVALUATION		
Legal	MC INTYRES ADDN W25' S32' L6, S32' L7 & W46 1/2' N78' 7 2		

Reports

Residential Assessment Comparables Submit View Current Tax Bill View Map

Exhibit A
Legal Description

Tracts 1 and 2 of 724 W. Washington:

Lot 7 in Block 2 in McIntyre's Addition to the City of Bloomington, Except the South 32 feet of said Lot 7, also Except the East 3 ½ feet of Lot 7, in McLean County, Illinois.

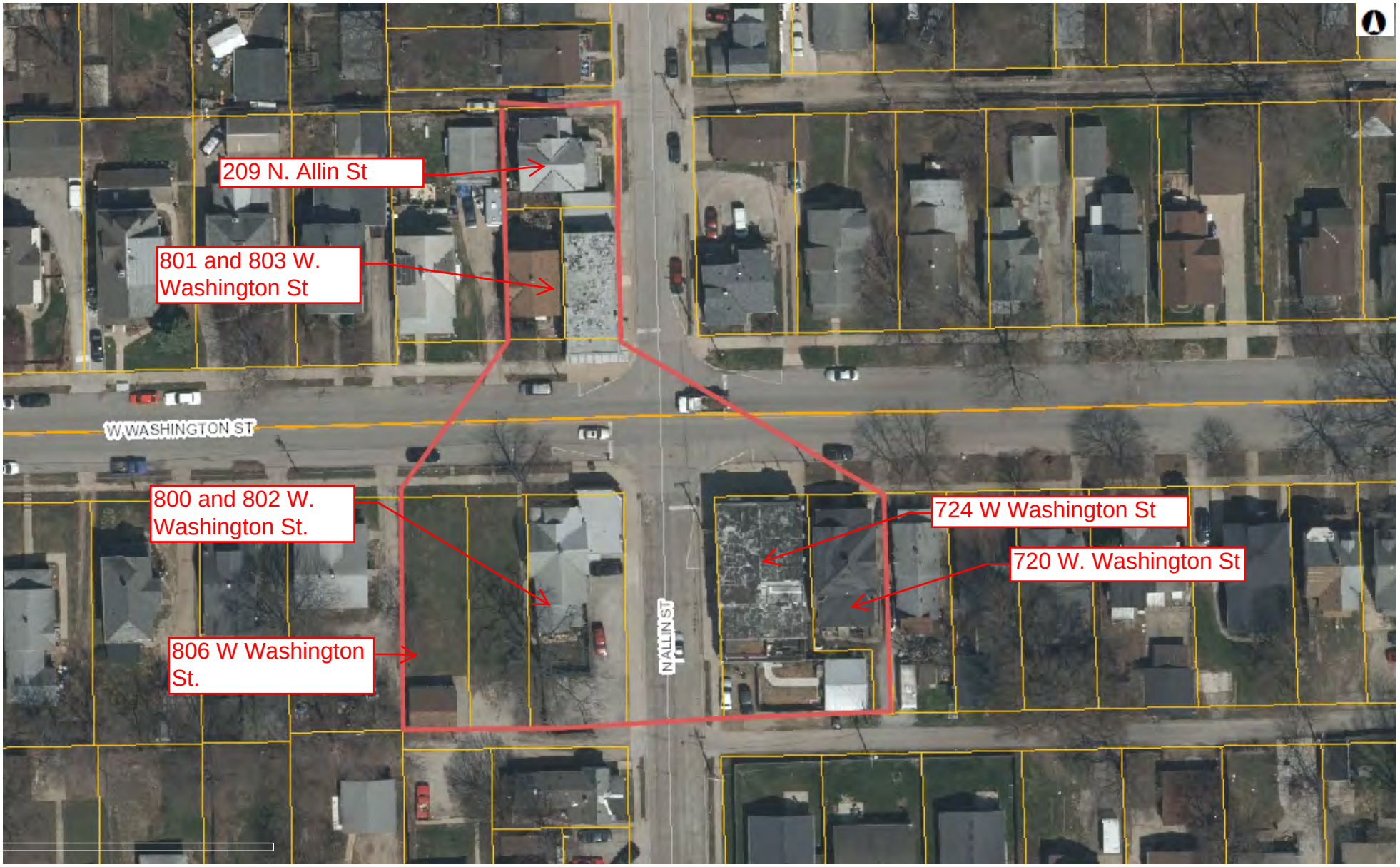
AND

The South 32 feet of Lot 7 and the South 32 feet of the West 25 feet of Lot 6, Both in Block 2 in McIntyre's Addition to the City of Bloomington, in McLean County, Illinois.

TRACT 1:
Lot 7 in Block 2 in McIntyre's Addition to the City of Bloomington, EXCEPT the South 32 feet of said Lot 7, also EXCEPT the East 3 1/2 feet of Lot 7, in McLEAN COUNTY, ILLINOIS.
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The South 32 feet of Lot 7 and the South 32 feet of the West 25 feet of Lot 6, both in Block 2 in McIntyre's Addition to the City of Bloomington, in McLEAN COUNTY, ILLINOIS.
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The West 34 1/2 feet of Lot 6 and the East 3 1/2 feet of Lot 7 in Block 2 in McIntyre's Addition to the City of Bloomington, EXCEPT the South 32 feet of said Lot 7 and EXCEPT the South 32 feet of Lot the West 25

feet of Lot 6, in McLEAN COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 724 W Washington St, Bloomington, IL 61701. The Real Property tax identification number is 21-04-308-001 (Tracts 1 & 2) AND 21-04-308-002 (Tract 3).



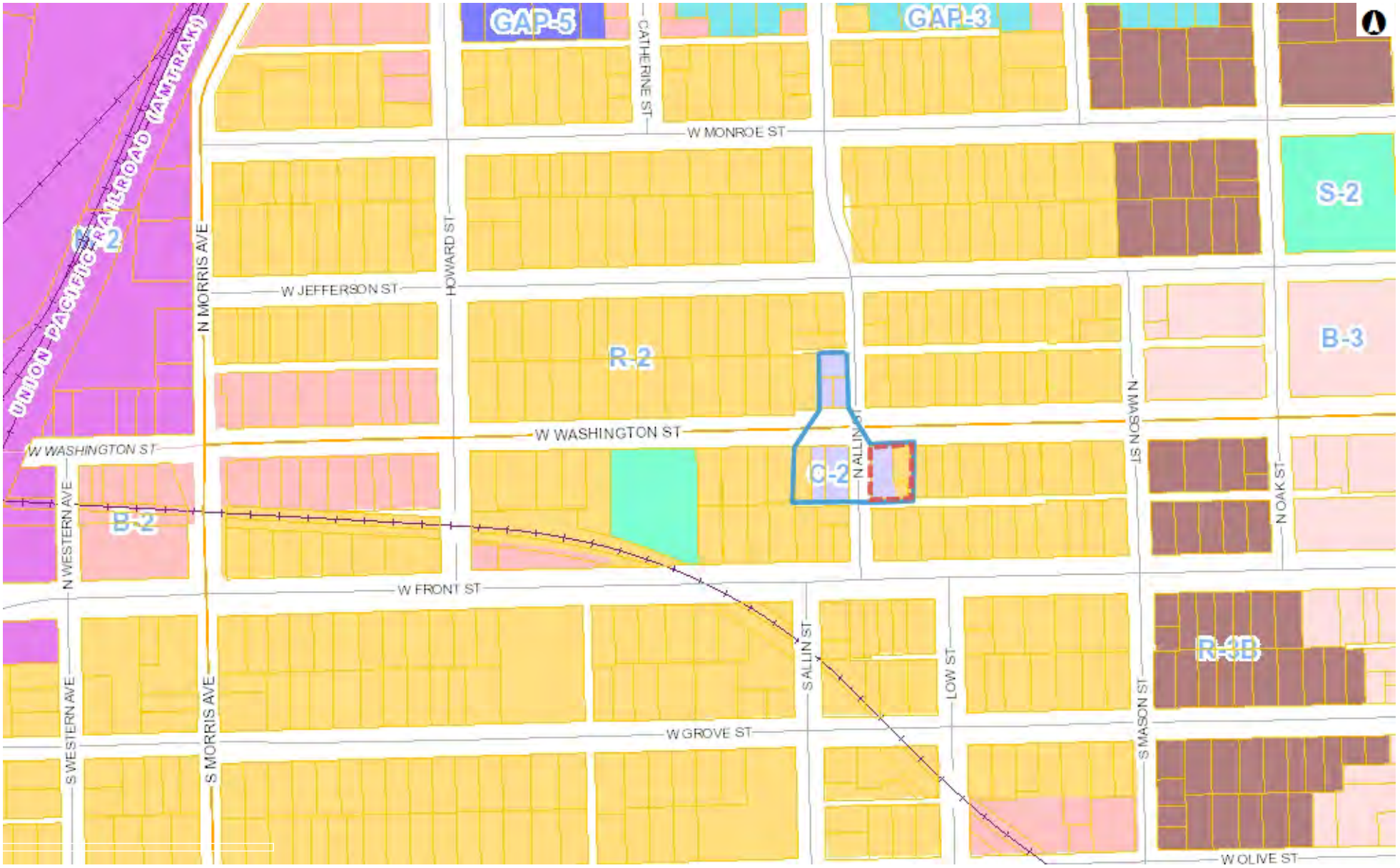
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Notes



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Notes

Section 44.6-30 Permitted Uses in the B-2 District			
Accounting, Auditing, Bookkeeping	P	Legitimate Theaters	P
Adult Cabaret	5	Libraries	P
Adult Hotels/Motels	5	Linen Supply Services	P
Adult Lingerie Modeling Studios	5	Linen Supply Stores	P
Adult Media Stores	5	Linen Supply Stores	P
Adult Modeling Studios	5	Liquor Stores	P
Adult Motion Picture Theaters	5	Lodging Houses	P
Advertising Services	P	Lumber Yards, Building Materials	P
Agency Supervised Homes	P	Mail Order Houses	P
Agency-Operated Family Homes	P	Manufactured Home Sales	S
Agency-Operated Group Homes	P	Marine Craft and Accessory Sales	P
Agriculture	P	Massage Therapy Studio	P
Airports and Landing Fields	S	Media Shops	12
Ambulatory Surgical Treatment Center	P	Medical Marijuana Dispensing Organization	P
Amphitheaters	P	Medical, Health Services	P
Amusement Centers	S	Mental Health Facilities	P
Animal Detention Facilities, with no outdoor exercise areas	P	Merchandise Vending Machine Sales	P
Animal Detention Facilities, with outdoor exercise areas	S	Mini Warehouses	S
Animal Hospitals	P	Miscellaneous Services N.E.C.	P
Antique Stores	P	Mobile Food and Beverage Vendor	13
Apparel Shops	P	Mobile Home Sales	S
Appliance Stores	P	Monument Sales	P
Aquariums	P	Motels, Hotels, Motor Hotels	P
Arenas, Field Houses, Stadiums	P	Motion Picture Studios	P
Art Galleries, Museums	P	Motion Picture Theaters	P
Art Supplies, Craft Stores	P	Motor Vehicle Sales, Service N.E.C.	P
Artisanal/Craft Production and Retail	P	Motor Vehicle Storage	P
Athletic Clubs, YMCA, YWCA	P	Motorcycle Sales and Service	P
Auction Houses	P	Music Stores, Record Shops	P
Auditoriums, Concert Halls	P	News Syndicate Services	P
Automobile and Accessories Sales	P	Nursery Schools	P
Automobile Engine Electrical System Diagnostic Services	P	Nursing Homes	P
Automobile Rental Service	P	Offices	P
Automobile Repair Shops	P	Optical Goods, Hearing Aids Sales	P
Automobile Service Stations	P	Other Clubs Not Classified	P
Awning, Tent, Canvas Products Sales	P	Other Specialty Shops, N.E.C.	P
Bakery Products Sales	P	Outdoor Advertising Services	P
Ballrooms, Dance Halls	P	Packing and Crating Services	P
Banking Services	P	Paint, Glass, Wallpaper Stores	P

Barber Shops, Beauty Shops	P	Painting, Decorating Services	P
Bars, Taverns, Nightclubs	P	Parking Lot, Commercial	P
Bed & Breakfast Establishments	P	Parking Lot, Noncommercial	P
Billiard Centers, Pool Halls	P	Parks, Playgrounds, Aboretums	P
Birthing Center	P	Penny Arcade	P
Blueprinting and Photocopying	P	Pet Shops	P
Boarding Schools	P	Pharmacy	P
Boat Sales, Service, Rental	P	Photofinishing Services	P
Book, Stationery Stores, Newsstands	P	Photographic Services	P
Bowling Establishments	P	Planetariums	P
Building Construction Services	P	Plumbing, Heating Services	P
Bus Passenger Terminals	P	Police Stations, Fire Stations	P
Bus Sales Service	P	Postal Services	P
Business Management Consulting	P	Post-Surgical Recovery Care Center	P
Business Schools	P	Pottery, Ceramic Products Sales	P
Cabinet making, woodworking, furniture repair	P	Pre-Schools	P
Cameras, Photographic Supplies	P	Printing, Publishing, Allied Uses	P
Camping, Recreational Equipment Sales	P	Professional Clubs, Business Clubs	P
Candle Shops	P	Professional Supply Repair Services	P
Candy Confectionery Sales	P	Radio Broadcasting Studios	P
Car Wash	P	Radio, Television Repair Services	P
Carpentry Services	P	Radio, Television Stations-Towers	P
Catering Services	P	Radio,. Television Stores	P
Childrens Homes, Orphanages	P	Rail Passenger Terminals	P
China, Glassware, Metalware Stores	P	Real Estate Services	P
Churches, Synagogues, Temples	P	Record Shops, Music Stores	P
Cigar, Tobacco Products Sales	P	Refuse Disposal Services	S
Clinics	P	Rehabilitation Schools	P
Collection Services	P	Religious Education Facility	P
College-University Classrooms	P	Research and Testing Services	P
Commercial Printing Services	P	Restaurants, Cafeterias	P
Commodity Contract Brokers	P	Roller Skating Rinks	P
Community Centers	P	Rooming Houses	P
Computer Services	P	Rooming Houses	P
Convalescent Homes, Rest Homes	P	Savings and Loan Associations	P
Convenience Establishments	P	Security and Commodity Services	P
Country Clubs, Golf Clubs	P	Service Clubs, Civic Clubs	P
Credit Services	P	Sewage Lift Stations	P
Crematories	S	Sewage Treatment Plants	S
Cultural Activities	P	Sex Shops	5
Currency Exchanges	P	Sexually Oriented Entertainment Business	5
Dairy Products	P	Sheltered Care Homes	P
Dance Studios, Music Studios	P	Shoe Repair Services	P

Day Care Centers	P	Shoe Stores	P
Delicatessens	P	Sign Painting Services	P
Dental Services	P	Ski Mobile Sales, Service	P
Department Stores	P	Social Clubs, Lodges	P
Detective and Protective Services	P	Specialty Food Shops	P
Diagnostic Imaging Center	P	Specialty Schools	P
Diagnostic Laboratory Treatment Facility	P	Sporting Goods, Bicycle Sales	P
Diaper Services	P	Stenographic Services	P
Domestic Violence Shelter	P	Swimming Clubs	P
Donut Shops, Ice Cream Shops	P	Swimming Pools	P
Draperies, Curtains, Uphostery	P	Taxi Terminals	P
Dressmaking, Tailor Shops	P	Telecommunication Antenna Facilities	10
Drive-in Refreshment Stands	P	Telegraph Message Centers	P
Drug Stores	P	Telephone Exchange Stations	P
Dry Cleaning Services	P	Telephone Exchange Substations	P
Dry Goods, Piece Goods Stores	P	Telephone Relay Towers	P
Duplicating, Mailing Services	P	Television Broadcasting Studios	P
Dwellings, Multiple Family	9	Tile Abstracting Services	P
Dwellings, Single-Family	S	Tires, Batteries, Accessories Sales	P
Dwellings, Two-Family	P	Towing Services	2
Educational and Research Services	P	Townhouses	9
Electrical Repair Service	P	Trade Supply Sales-Service	P
Electrical Services	P	Trading Stamp Services	P
Electrical Supply Sales	P	Transfer Services	P
Electricity Regulating Substations	P	Travel Arranging Services	P
Electronics Assembly Plants	P	Treatment Centers for Drug Abuse	P
Employment Services	P	Tree Sales, Nurseries, Greenhouses	P
Engineering, Architectural Services	P	Truck Rental Service	P
Equipment Rental , Leasing Services	P	Truck Sales and Service	P
Exhibition/Exposition Halls	P	Truck Stops, Truck Plazas	P
Extended Stay Motel	P	Truck Wash	P
Exterminating-Pest Control Services	P	Utility Conduits, Lines, Pipelines	P
Farm Machinery Sales and Service	P	Variety Stores	P
Farm Supply Stores	P	Veterinarian Services	P
Financial Services	P	Video Sales and Rental Stores	P
Fish Hatcheries, Poultry Hatcheries	P	Vocational Schools	P
Flammable Liquid Pipelines	P	Water Pressure Control Stations	P
Floor Covering Stores	P	Water Purification Plants	P
Florist Shops	P	Water Storage Reservoirs	P
Food Pantry	P	Welding Services	P
Forestry	P	Well Drilling Services	P
Fuel Oil Service	P	Wholesale Sales Establishments	1
Funeral Parlor, Mortuary	P	Window Cleaning Services	P
Furniture Stores	P		

Gas Regulatory Stations	P		
General Merchandise Stores	P		
Gift Shops	P		
Golf Courses - Not Miniature Golf	P		
Government Services	P		
Greeting Card Shops	P		
Grocery Stores, Supermarkets	P		
Group Homes for Parolees	S		
Group Homes for Parolees	S		
Gun Shops	P		
Gymnasiums, Recreation Centers	P		
Hardware Stores	P		
Health Clubs	P		
Health Spas, Reducing Salons	P		
Heating Plumbing Equipment Sales	P		
Heliports, Heliport Terminals	S		
Hobby Shops, Toy Stores	P		
Home for the Aged	P		
Home Improvement Center	P		
Home Maintenance Services	P		
Horticultural Services	P		
Hospitals, Except Animal Hospitals	P		
Hotels, Motels, Motor Hotels	P		
Ice Rinks	P		
Institution for Child Care	P		
Institution for the Handicapped	P		
Insurance Services	P		
Irrigation Channels	P		
Jewelry Stores, Watch Repair	P		
Kennels, with no outdoor exercise areas	P		
Kennels, with outdoor exercise areas	S		
Knit Goods Shops	P		
Laboratory, Dental and Medical	P		
Laboratory, Psychological	P		
Laundering Services	P		
Leather Goods Shops	P		

lotices

20870189
OF BLOOMINGTON
IC HEARING NOTICE
sday, March 14, 2017
p.m., in the Council
s located at 109 E.
, the Bloomington Liq-
mission will conduct a
earing on the applica-
Lakes Venture LLC,
resh Thyme Farmers
ocated at 403 N. Vet-
xway Unit 2, requesting
liquor license which
llow the sale of all
ackaged alcohol for
ion off the premises
days a week.
ons interested in said
n may attend and be
the application.
liance with the Ameri-
h Disabilities Act and
pplicable federal and
s, the hearing will be
e to individuals with
s. Persons requiring
aids and services
ontact the City Clerk,
no later than five
re the hearing.
Clerk may be con-
her by letter at 109 E.
St., Bloomington, IL
, email at
citybIm.org, or by tel-
at (309) 434-2240.
Hall is equipped with
telephone (TTY) that
be reached by dialing
-5115.
Lawson, C.M.C.,

n Date:
2017,
h Newspaper

20870359
OF BLOOMINGTON
LDING BOARD OF
PPEALS NOTICE
hereby given that a
aring will be held on
March 21, 2017, at
., at City Hall, 109 E.
, Bloomington, Illinois,
ity Council Chambers,
time all interested per-
y present their views
h matters thereto. The
earing will pertain to
ng items:
n of term limits for
to be presented to
or for consideration,
nd discussion for rec-
ig changes to the
oing Code.
nd discussion for rec-
ig changes to the
ical Code.
iance with the Ameri-
n Disabilities Act and
pplicable federal and
s, the hearing will be
to individuals with
s. Persons requiring
aids and services
ontact the City Clerk,
no later than five
e the hearing.
Clerk may be con-
ner by letter at 109 W.
t., Bloomington, IL,
by telephone at
240, or by email,
citybIm.org. The city
uipped with a text tel-
TTY) that may also be
d by dialing
115.

Coombs Jr.

oard of Appeals
March 6, 2017

Public Notices

20870377
CITY OF BLOOMINGTON
PUBLIC HEARING NOTICE

Public Notice is hereby given that the Bloomington Planning Commission will hold a public hearing on Wednesday, March 22, 2017 at 4:00 p.m. in the City Council Chambers, City Hall, 109 E. Olive St., Bloomington, IL.

The Petition submitted by West Bloomington Revitalization Project, requesting approval to Rezone property located at 720 W. Washington St. from a R-2 Mixed Residence District to B-2 General Business Service District.

Legal Description: Exhibit A
MCINTYRES ADD E3.5' N78' LOT 7 & (EX W25' S32') W34.5' LOT 6 BLK.
PIN: 21-04-308-002

And

The Petition submitted by West Bloomington Revitalization Project, requesting approval to Rezone property located at 724 W. Washington St., from a C-2 Neighborhood Shopping District to B-2 General Business Service District.

Legal Description: Exhibit A
MCINTYRES ADD W25' S32' LOT 6, S32' LOT 7 & W46.5', N78' LOT 7 BLK 2.
PIN: 21-04-308-001

And

The Petition submitted by the City of Bloomington, requesting approval to Rezone property located at 806 W. Washington St., from a R-2 Mixed Residence District to B-2 General Business Service District.

Legal Description: Exhibit A
PRICS ADD VAC ALEY S OF & ADJ & W33.5' LOT 2 BLK 3.
PIN: 21-05-433-012

And

The Petition submitted by the City of Bloomington, requesting approval to Rezone property located at 804 W. Washington St., from a C-2 Neighborhood Shopping District to B-2 General Business Service District.

Legal Description: Exhibit A
PRICES ADD (EX W33.5') LOT 2 BLK 3.
PIN: 21-05-433-013

And
The Petition submitted by the City of Bloomington, requesting approval to Rezone property located at 800 and 802 W. Washington St., from a C-2 Neighborhood Shopping District to B-2 General Business Service District.

Legal Description: Exhibit A
PRICES ADD (EX ST) LOT 1 BLK 3.
PIN: 21-05-433-014

And

The Petition submitted by the City of Bloomington, requesting approval to Rezone property located at 803 W. Washington St., from a C-2 Neighborhood Shopping District to B-2 General Business Service District.

Legal Description: Exhibit A
PRICES ADD N28' S65' LOT 4 BLK 2.
PIN: 21-05-429-034

And

The Petition submitted by the City of Bloomington, requesting approval to Rezone property located at 801 W. Washington St., from a C-2 Neighborhood Shopping District to B-2 General Business Service District.

Legal Description: Exhibit A
E28' S65' LOT 4 BLK 2 PRICES ADD.
PIN: 21-05-429-035

The Petition submitted by the City of Bloomington, requesting approval to Rezone property located at 204 N. Allin St., from a C-2 Neighborhood Shopping District to B-2 General Business Service District

Legal Description: Exhibit A
PRICES ADD N50' LOT 4 BLK 2.
PIN: 21-05-429-033

All interested persons may present their views upon such matters pertaining thereto. Said Petition and all accompanying documents are on file and available for public inspection in the Office of the City Clerk at 109 E. Olive St., Bloomington, IL.

In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk, preferably no later than five days before the hearing. The City Clerk may be contacted either by letter at 109 E. Olive Street, Bloomington, IL 61701, or by telephone at 309-434-2240 or via email at cityclerk@cityblm.org. The City Hall is equipped with a text telephone (TTY) that may also be reached by dialing 309-829-5115.

Cherry Lawson
City Clerk

Published in the Pantagraph: March 6, 2017

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MOVIES

March 6, 2017

DSH	DTV	6 PM	6:30	7 PM	7:30	8 PM	8:30	9 PM	9:30	10 PM	10:30	11 PM	11:30
K-ABC	19	26	ABC World News	Entertainment Tonight (N)	The Bachelor Nick struggles to make a decision. (N)		The Bachelor "The Women Tell All" The women tell their side of the story. (N) (HD) (CC)			HOI News at	Jimmy Kimmel Live (HD) (CC)		Nightline (N) (HD) (CC)

Department of Community Development
115 E Washington St, Ste 201
Bloomington IL 61701

March 6, 2017

Subject: Proposed zoning change for properties located at the corner of Allin Street and W. Washington Street.

Dear resident or property owner:

The **Planning Commission of the City of Bloomington, Illinois, will hold a public hearing on Wednesday, March 22, 2017 at 4:00 p.m.** in the **City Hall Council Chambers, 109 E. Olive St., Bloomington, Illinois**, to hear testimony on seven (7) petitions submitted by the West Bloomington Revitalization Project (WBRP) and the City of Bloomington (COB) requesting to rezone property located at the corner of W. Washington Street and Allin Street from R-2, Mixed Residential and C-2, Neighborhood Shopping District, to B-2, General Business Service District. The following petitions will be reviewed at the hearing:

Petitioner	Address	Legal Description	PIN	Current Zoning	Proposed Zoning
COB	204 N. Allin St.	PRICES ADD N50' LOT 4 BLK 2	21-05-429-033	C-2	B-2
COB	801 W. Washington St.	E28' S65' LOT 4 BLK 2 PRICES ADD	21-05-429-035	C-2	B-2
COB	803 W. Washington St.	PRICES ADD N28' S65' LOT 4 BLK 2	21-05-429-034	C-2	B-2
COB	800 & 802 W. Washington St.	PRICES ADD (EX ST) LOT 1 BLK 3	21-05-433-014	C-2	B-2
COB	804 W. Washington St.	PRICES ADD (EX W33.5') LOT 2 BLK 3	21-05-433-013	C-2	B-2
COB	806 W. Washington St.	PRICS ADD VAC ALEY S OF & ADJ & W33.5' LOT 2 BLK 3	21-05-433-012	R-2	B-2
WBRP	724 W. Washington St.	MCINTYRES ADD W25' S32' LOT 6, S32' LOT 7 & W46.5', N78' LOT 7 BLK 2	21-04-308-001	C-2	B-2
WBRP	720 W. Washington St.	MCINTYRES ADD E3.5' N78' LOT 7 & (EX W25' S32') W34.5' LOT 6 BLK 2	21-04-308-002	R-2	B-2

The current zoning designation C-2, Neighborhood Shopping District, encourages commercial uses but prohibits the residential uses that currently exist. The proposed zoning change to B-2, General Business Service District would allow for similar commercial uses and also enables the current residential uses to remain. Essentially, this change in zoning will preserve the existing residential uses and the character of the neighborhood.

We are sending you this courtesy notice because you own property within 500 feet of the land described above (a map is attached for reference). In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk at (309) 434-2240, preferably no later than five days before the hearing. Please note that cases are sometimes continued or postponed for various

Department of Community Development
115 E Washington St, Ste 201
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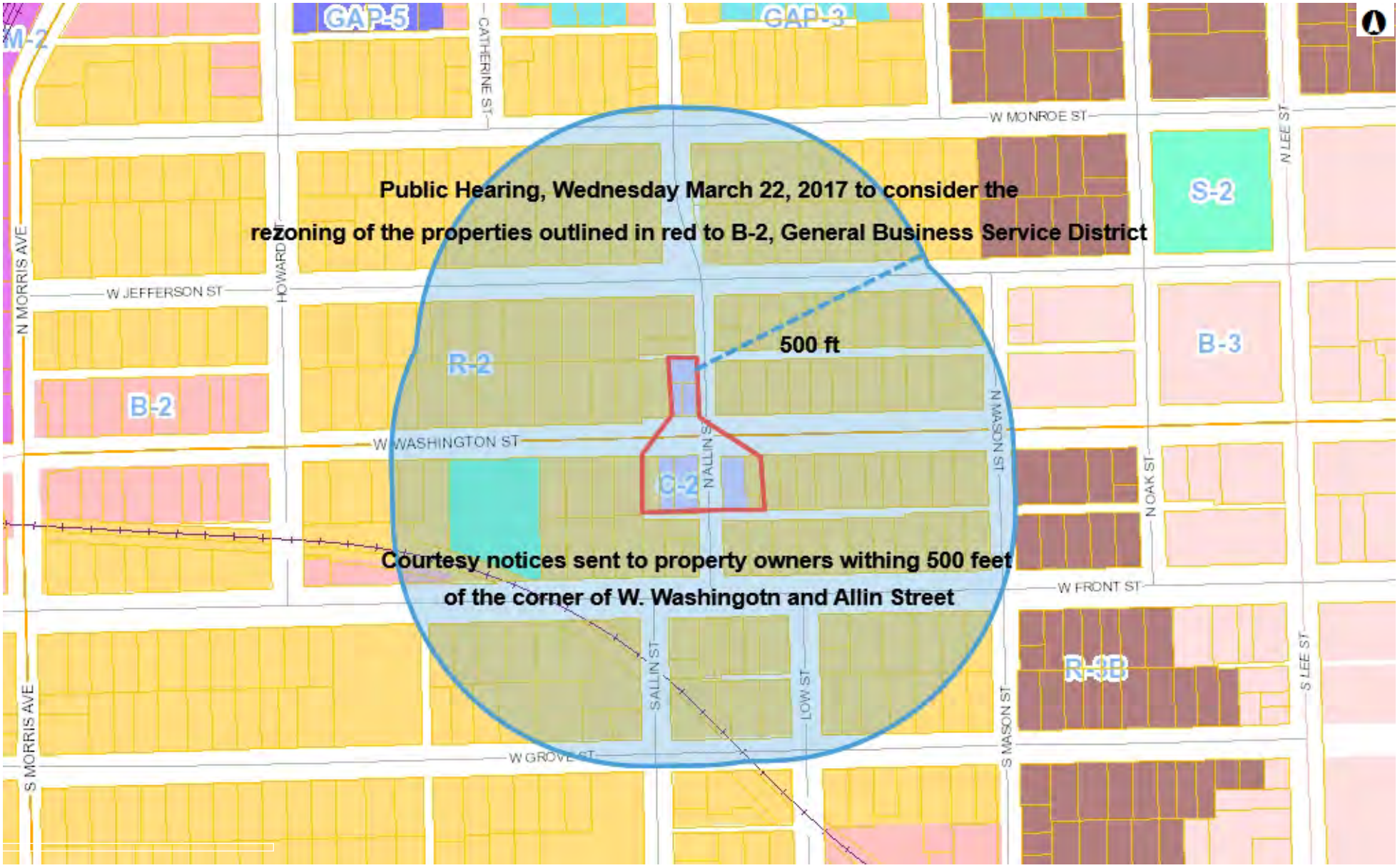
reasons (i.e lack of quorum, additional time needed, etc.). The date and circumstance of the continued or postponed hearing will be announced at the regularly scheduled meeting. The agenda and packet for the hearing will be available prior to the hearing on the City of Bloomington website at www.cityblm.org.

If you have additional questions or for further information, please contact the City of Bloomington Community Development Department at (309) 434-2226.

Respectfully,
Katie Simpson
City Planner

Enclosures
Map of area to be rezoned (outlined in red) and all properties notified with 500 ft of the proposed rezoning (shown in blue).

Public Hearing to rezone seven properties on the corner of W.Washington Street and Allin Street from C-2 and R-2, to B-2.



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1: 4,311

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Notes

DRAFT MINUTES
BLOOMINGTON PLANNING COMMISSION
REGULAR MEETING
WEDNESDAY, MARCH 22, 4:00 P.M.
COUNCIL CHAMBERS, CITY HALL
109 EAST OLIVE STREET, BLOOMINGTON, ILLINOIS

MEMBERS PRESENT: Mr. J. Balmer, Mr. Ryan Scrtichlow, Mr. James Pearson, Mr. Kevin Suess, Mr. John Protzman, Ms. Megan Headean, Mr. Justin Boyd, Mr. Eric Penn, Ms. Nicole Chlebek, Chairman David Stanczak, ,

MEMBERS ABSENT: none

OTHERS PRESENT: Mr. Tom Dabareiner, Director of Community Development; Ms. Katie Simpson, City Planner; Mr. George Boyle, City Attorney; Mr. John Houseal, Houseal Lavign Associates

CALL TO ORDER: Chairman Stanzcak called the meeting to order at 4:00 PM

ROLL CALL: Mr. Dabareiner called the roll. With ten members in attendance, a quorum was present.

PUBLIC COMMENT: Michael Brown, Executive Director of the Ecology Action Center, spoke on behalf of the Ecology Action Center, and encouraged the zoning ordinance update to align with a number of environmental plans in the community including the McLean County Greenways Plan, a Community Solid Waste Management Plan and a Community Environmental Plan. He highlighted environmental initiatives from the Bloomington Comprehensive plan directed towards energy efficiency standards, alternative energy sources, stream buffers, storm water detentions, native plants and landscaping. He stated the Ecology Action Center is available as a resource for more information.

Joan Schaprnure, 104 S. Low Street, stated that she enjoys having the West Bloomington Revitalization Project in the neighborhood.

MINUTES: The Commission reviewed the February 22, 2016 minutes. Ms. Chlebek asked the spelling of her name in the "New Business" section be corrected. Mr. Boyd moved to approve the minutes with stated corrections; Mr. Scritchlow seconded the motion, which was passed by a voice vote of 10-0.

REGULAR AGENDA:

Z-05-17 Public hearing, review and action on the petition submitted by the West Bloomington Revitalization Project requesting approval of the rezoning of the property located at 724 W. Washington Street from C-2, Neighborhood Shopping District to B-2, General Business Service District. (Ward 6)

Chairman Stanczak introduced the case and proposed that the three regular agenda items be considered at the same time. He stated the Commission would take separate votes on each item at the close of the public hearing. Ms. Simpson presented staff's report and explained staff is supporting a positive recommendation for all three cases. Ms. Simpson provided an aerial view of the neighborhood and explained the current zoning. She described the existing and proposed uses and shared photos of the neighborhood. She explained that the current zoning is incompatible with the proposed residential component of the planned mixed uses development for the property at 720 & 724 W Washington Street. She described the differences between the existing zonings of this intersection, C-2 and R-2, and the proposed zoning district, B-2.

Ms. Simpson referenced a number of goals from the Comprehensive Plan supporting the redevelopment and mixed-use development of this intersection. She explained the change in zoning aligns with the vision of the Comprehensive Plan since the current zoning designations do not allow for both residential and commercial uses. Ms. Simpson explained that the petition meets the standards for the B-2 district outlined in Section 44.6-21 of the zoning ordinance. She explained that the sizes of these lots and the lack of available adjacent land would restrict the development of more intense uses like truck stops and gas stations which are permitted in the proposed zoning district but require more area to be developed. Ms. Simpson also explained the benefit of a holistic approach to the zoning of the intersection of W. Washington Street and Allin Street; she explained that, for consistency and to reduce the presence of nonconformities, staff is also proposing the City Council adopt a resolution to initiate the rezoning of the properties on the northwest and southwest blocks of the intersection to B-2.

Mr. Balmer asked Ms. Simpson to clarify the current zoning of block. Ms. Simpson explained that 209 N. Allin Street is zoned C-2 along with the 800 block of W. Washington Street. She stated that both are used for residential purposes and currently nonconforming.

Mr. Scritchlow asked why the northeast corner has been omitted from the resolution. Ms. Simpson explained that the current use at that intersection is residential and permitted. Chairman Stanczak asked if the zoning were changed on the northeast corner if the current use would be nonconforming. Ms. Simpson stated a special use permit would be required. Mr. Scritchlow clarified that by rezoning 209 N. Allin Street, a special use permit would be required if the property were destroyed. Ms. Simpson confirmed and added that under the current zoning, if the home were destroyed, it would not be allowed to be rebuilt. Ms. Simpson stated that the northeast corner is in conformance with the code and for that reason staff did not propose rezoning it at this time.

Mr. Dabareiner stated that the goal of rezoning these other corners is to bring the intersection into conformance and the northeast corner is already in conformance with the code. He explained that staff has reached out to the property owners on the northwest and southwest corners but not the owner of the property at the northeast corner. Mr. Scritchlow pointed out that the property at 806 W. Washington is legal conforming. Ms. Simpson stated that the property owner asked the city to include 806 W. Washington in the proposed rezoning. Mr. Pearson stated that he understands the desire to not be heavy handed with the rezoning. Chairman Stanczak made clear that the intention behind the rezoning is to eliminate nonconforming uses.

Ms. Hayden asked if the property owners for case Z-07-17 were notified. Ms. Simpson explained that a letter was sent to the property owners and that staff called those owners that we had phone numbers for. She explained that she has not received any objections at this moment and stated that the property owners would be notified again before the public hearing.

Jack Beitol, Petition and Treasurer of the West Bloomington Revitalization Project, spoke on behalf of the petition. He summarized the intentions of the West Bloomington Revitalization Project and explained that they plan to rent the second floor apartment at 720 & 724 W. Washington Street to generate income to support the costs of running the organization. He explained that 720 W. Washington Street was donated to the former owner of 724 W. Washington and is now connected to 724 W. Washington Street and fenced in.

Chairman Stanczak opened the hearing and asked for comments. No one spoke in favor or against. Chairman Stanczak declared the public hearing closed.

Mr. Pearson motioned to recommend the City Council approve the rezoning of 724 W. Washington Street form C-2, Neighborhood Shopping District to B-2, General Business Service District, case Z-05-17; seconded by Mr. Balmer. The following votes were cast: Mr. Pearson—yes, Mr. Balmer—yes, Mr. Scritchlow—yes, Mr. Suess—yes, Mr. Protzman—yes, Ms. Headean—yes, Mr. Boyd—yes, Mr. Penn—yes, Ms. Chlebek—yes, Chairman Stanczak—yes. Motion **approved** 10-0.

Z-06-17 Public hearing, review and action on the petition submitted by the West Bloomington Revitalization Project requesting approval of the rezoning of the property located at 720 W. Washington Street from R-2, Mixed Residential District to B-2, General Business Service District.

Mr. Suess motioned to recommend the City Council approve the rezoning of 720 W. Washington Street form R-2 to B-2, General Business Service District, case Z-06-17; seconded by Mr. Boyd. The following votes were cast: Mr. Suess—yes, Mr. Boyd—yes, Mr. Balmer—yes, Mr. Scritchlow—yes, Mr. Pearson—yes, Mr. Protzman—yes, Ms. Headean—yes, Mr. Penn—yes, Ms. Chlebek—yes, Chairman Stanczak—yes. Motion **approved** 10-0.

Z-07-17 Consideration of a motion to recommend that the City Council adopt a Resolution initiating the rezoning of the following properties to B-2, General Business Service District: 806 W. Washington Street; 804 W. Washington Street; 800 and 802 W. Washington Street; 803 W. Washington Street; 801 W. Washington Street; 204 N. Allin Street.

Mr. Scritchlow motioned to recommend the City Council adopt a resolution initiating the rezoning of **806 W. Washington Street; 804 W. Washington Street; 800 and 802 W. Washington Street; 803 W. Washington Street; 801 W. Washington Street; 204 N. Allin Street** to B-2 General Business Service District, case Z-07-17; seconded by Ms. Headean—yes. The following votes were cast: Mr. Scritchlow—yes, Ms. Headean—yes, Mr. Balmer—yes, Mr. Pearson—yes, Mr. Suess—yes, Mr. Protzman—yes, Mr. Boyd—yes, Mr. Penn—yes, Ms. Chlebek—yes, Chairman Stanczak—yes. Motion **approved** 10-0.

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FAREDUN MEHROJKULOV
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CHAMPAIGN IL 618266031

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CITY OF BLOOMINGTON
REPORT FOR THE PLANNING COMMISSION
MARCH 22, 2017

CASE NUMBER:	SUBJECT:	TYPE:	SUBMITTED BY:
Z-05-17	724 W. Washington Street	Rezone	Katie Simpson, City Planner
Z-06-17	720 W. Washington Street		
Z-07-17	NW and SW corner of Washington St and Allin St.		
PETITIONER'S REQUEST:	Rezone the above referenced properties from C-2 and R-2, respectively, to B-2 General Business Service District to encourage mixed-use development and allow for the expansion of the WBRP Office and Tool Library		
*Staff finds that the petitions **meet the** Zoning Ordinance's map amendment guidelines for the B-2, General Business Service District (44.6-21).*			

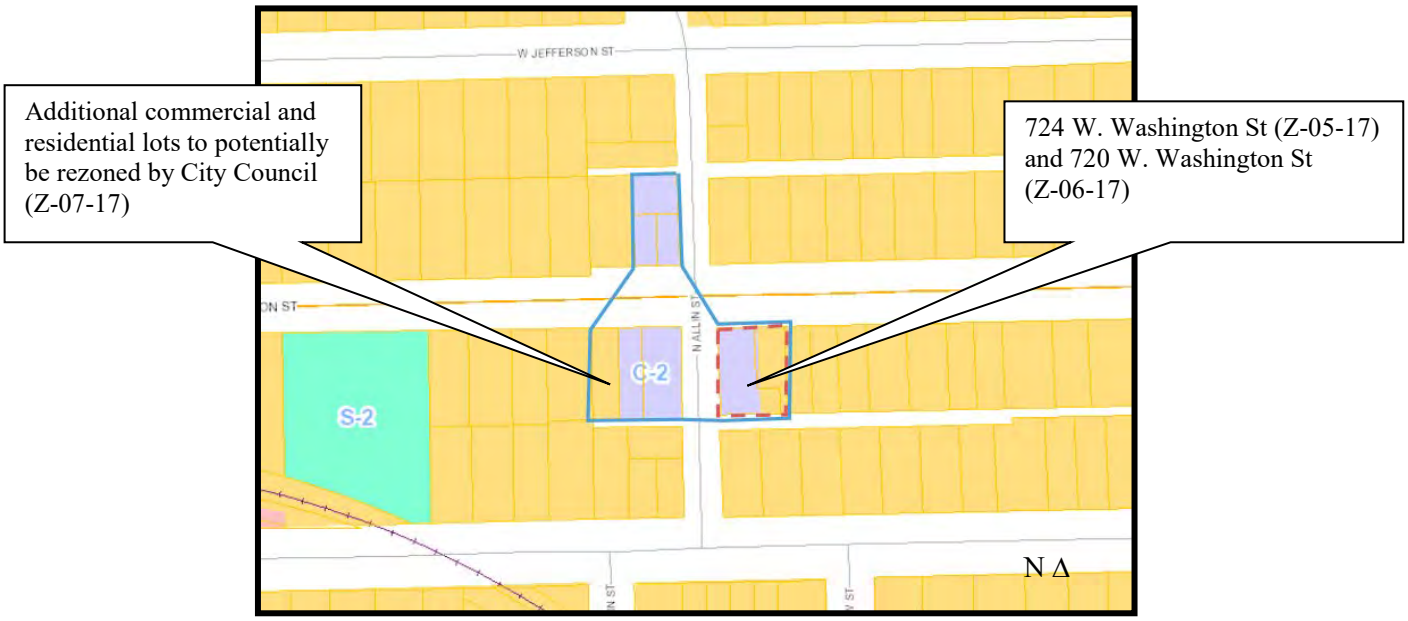
STAFF RECOMMENDATION: Approval

Staff recommends the Planning Commission pass the following motions recommending:

A. That City Council **approve** the rezoning of 724 W. Washington Street from C-2, Neighborhood Shopping District to B-2, General Business Service District, case Z-05-17, and;

B. That City Council **approve** the rezoning of 720 W. Washington Street from R-2, Neighborhood Shopping District to B-2, General Business Service District, case Z-06-17, and;

C. To recommend that the **City Council adopt** a **resolution initiating the rezoning** of 806 W. Washington St, 804 W. Washington St., 800 and 802 W. Washington St., 803 W. Washington St., 801 W. Washington St., and 204 N. Allin St., **to B-2, General Business Service District** (Z-07-17)



NOTICE
The application has been filed in conformance with applicable procedural requirements and public notice was published in *The Pantagraph* on March 6, 2017.

GENERAL INFORMATION
Owner and Applicant: West Bloomington Revitalization Project



PROPERTY INFORMATION
Z-05-17. Legal description-724 W. Washington Street
MCINTYRES ADD W25' S32' LOT 6, S32' LOT 7 & W46.5' N78' LOT7 BLK 2
PIN: 21-04-308-001

Existing Zoning: C-2, Neighborhood Shopping (724 W. Washington)
Existing Land Use: Jesus Coffee House and caretaker residence
Property size: 0.138 acres/6,011 sqft

Z-06-17. Legal description-720 W. Washington Street
MCINTYRES ADD E3.5' N78' LOT 7 & (EX W25' S32') W34.5' LOT 6 BLK
PIN: 21-04-308-002

Existing Zoning: R-2, Mixed Residential (720 W. Washington)
Existing Land Use: Vacant lot
Property Size: 0.075 acres/ 3267sqft

Surrounding Zoning and Land Uses

Zoning	Land Uses
North: R-2, Mixed Residential	North: Single/two family home(s)
South: R-2, Mixed Residential	South: Single/two family home(s)
East: R-2, Mixed Residential	East: Single/two family home(s)
West: C-2, Neighborhood Shopping	West: Apartments, barber shop

Analysis
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. Site visit

PROJECT DESCRIPTION

Background: 720 and 724 W. Washington Street are located on the southeast corner of the intersection between W. Washington Street and N. Allin Street. The properties are zoned R-2, Mixed Residential and C-2, Neighborhood Shopping District. Washington Street is considered a major arterial road leading into the City's downtown center. Two commercial nodes exist along Washington Street, one at the intersection of Washington Street and Morris Ave and the other at the intersection of Washington Street and Allin Street. Three of the four corners at Washington Street and Allin Street are improved with mixed use buildings and zoned C-2, Neighborhood Shopping Districts. The Comprehensive Plan identifies this neighborhood as the Regeneration Area. The Plan strongly encourages the preservation of the commercial mixed-use style of development, the promotion of walkable neighborhoods, and the importance of enhancing the Washington Street corridors.

Project Description:

The petitioner, West Bloomington Revitalization Project (WBRP) is a 501c3 dedicated to improving the quality of life and achieving a vision for a better community by encouraging neighbor collaboration and empowering residents to become local leaders. The WBRP recently purchased the building and lot at 724 and 720 W. Washington. They intend to relocate their services from WBRP's existing location at 801 W. Washington Street to the subject property. The subject property is a mixed use building with commercial space located on the lower level and an apartment on the second story. The petitioner plans to use the commercial space as a community space that will offer a variety of programs to neighboring residents including the tool library, the home restoration project, a bicycle co-op, the book bike, and vegetable gleaning program. The site will also provide office and meeting space for the nonprofit and a community garden area. Additionally, the petitioner intends to rend out the upstairs apartment.



The current zoning designations of C-2 and R-2 do not allow for the mixed residential and commercial uses contemplated in the Comprehensive Plan. While C-2 allows for a variety of commercial uses, such as a community center, it lacks the residential component and creates a barrier for mixed use development. Under C-2, a second story apartment could exist only if it is occupied by a caretaker or watchman for the business located below. The B-2, General Business Service District, which is established at the corner of Washington Street and Morris Ave, allows for a similar variety of commercial uses as well as the residential component. The proposed B-2 zoning encourages mixed uses and is intended to serve along the fringes of residential districts.

Chapter 44 of the City Code allows City Council to initiate the rezoning of properties within the corporate limits of the City of Bloomington (44.13-2B). For consistency and to encourage the mixed-use vision of the Comprehensive Plan, staff is also encouraging the Planning Commission to recommend that the City Council initiate a rezoning of the northwest and southwest corners of the intersection..This would include rezoning the following properties:

Address	Legal Description	PIN	Current Zoning	Proposed Zoning
204 N. Allin St.	PRICES ADD N50' LOT 4 BLK 2	21-05-429-033	C-2	B-2
801 W. Washington St.	E28' S65' LOT 4 BLK 2 PRICES ADD	21-05-429-035	C-2	B-2
803 W. Washington St.	PRICES ADD N28' S65' LOT 4 BLK 2	21-05-429-034	C-2	B-2
800 & 802 W. Washington St.	PRICES ADD (EX ST) LOT 1 BLK 3	21-05-433-014	C-2	B-2
804 W. Washington St.	PRICES ADD (EX W33.5') LOT 2 BLK 3	21-05-433-013	C-2	B-2
806 W. Washington St.	PRICS ADD VAC ALEY S OF & ADJ & W33.5' LOT 2 BLK 3	21-05-433-012	R-2	B-2

The WBRP initiated the rezoning of 720 and 724 W. Washington Street **(Cases Z-05-17 and Z-06-17)**. A resolution should be passed by City Council to initiate the rezoning process for the remaining corners of Washington Street and Allin Street **(Z-07-17)**. A separate public hearing with the Planning Commission would be held to discuss the rezoning of the aforementioned properties. City staff have called property owners of the above mentioned properties and mailed notices to property owners within 500 ft of the corner of Washington Street and Allin Street explaining the proposed rezoning.

Link to Comprehensive Plan:
In addition to providing affordable, safe, quality housing options for residents Chapter 4 of the Comprehensive Plan identifies Goal N-1 **Ensuring compact development of the City through denser, mixed-use developments and reinvestment in the established older neighborhoods.**

The proposed rezoning aligns with the following objectives:

- N-1.2b Continue to implement the WBRP strategic plan adopted in 2010
- N-1.2e Identify areas for commercial mixed-use developments to enhance the character of the existing neighborhoods.
- N-1.2g Enhance key corridors into the City such as Washington Street
- N-1.2j Promote the usage of the Tool Library.
- N-1.2k Develop an expansion plan of the Tool Library recognizing the need for more hours as well as possible expanding locations.

FINDINGS OF FACT

The Zoning Ordinance provides "*Zoning Map Amendment Guidelines*" and states, "*In making its legislative determination to zone or rezone property to a B-2 General Business Service District zoning classification, the Planning Commission and City Council may apply the following guidelines to the proposal under consideration:*

1. *The relationship of the subject property to the City's transportation systems and the impact the permitted uses would have upon these systems. Traffic congestion and safety are of primary concern although B-2 zoning near areas of high pedestrian activity further complicates these problems;* the subject property is located at an intersection of a major arterial road. The transportation system is sufficient to accommodate the uses permitted in the B-2 district. B-2 allows for a variety of uses ranging from specialty shops, libraries, and grocery stores, which complement the surrounding neighborhood, to wholesale storage and truck stops, which are more intense and less compatible with residential. The more intense uses permitted in the B-2 district will be limited at this location due to the smaller parcel sizes, building codes and parking requirements. Each corner of this intersection would have an area designated as B-2 that is less than a third of an acre. The standard is met.

2. *The potential impact the uses authorized in the district would have upon any existing or permitted uses in the surrounding area including the introduction of through truck and automobile traffic into a residential neighborhood;* the proposed uses in the B-2 district are more compatible with the surrounding uses because they allow for residential uses. The current zoning does not allow for residential. The types of commercial developments which could occur in this area are limited by the parcel size and building codes/parking requirements and are similar to those that currently exist. No significant impact in truck traffic is expected since commercial developments with heavy truck traffic would require larger lots. The standard is met.

3. *The extent to which the permitted use contributes to an undesirable pattern of strip commercial development including the resultant numerous curb cuts and piecemeal development on small, residential sized lots;* the intention of the rezoning is to better accommodate the residential element of the mixed-use vision. New curb cuts would probably not be allowed since the subject properties are located close to an intersection. Most businesses located in the subject area currently gain access from allies behind the properties. The standard is met.

4. *The extent to which surrounding zoning and land usage provides a transition from the more intense business use to lower intensity uses and districts;* the Comprehensive Plan encourages mixed-use developments along commercial corridors. This intersection is considered a commercial corridor and less intense commercial developments will add to the quality of life in the area by increasing access to services and possibly facilitating employment. The residential component allowed in the B-2 district will also provide safe, attractive, diverse housing options for Westside residents. Under the current zoning, the

second story apartments could not be rented to anyone other than a caretaker of the business. The standard is met.

5. *The capacity of existing and proposed community facilities and utilities including water and sewer systems to serve the permitted uses which lawfully occur on the property so zoned;* the properties are currently zoned for commercial uses. The proposed change in zoning is minimal in that many of the uses allowed in the current zoning are allowed in the proposed zoning. The utilities and facilities are adequate for both the proposed commercial and the proposed residential. The standard is met.

6. *The impact the permitted uses would have upon the environment including noise, air, and water pollution;* the property is currently zoned for commercial uses, the change in impact should be minimal. The feasibility of accommodating more intense uses, which would have a larger impact on the environment, in this area is limited by the size of the area being rezoned. The standard is met.

7. *The impact any natural disasters, including flooding, would have upon the permitted uses;* No impact is expected, new developments will be required to comply with city's detention and storm water management standards. The standard is met.

8. *The conformance of the proposal to the Official Comprehensive Plan and Official Map (Ordinance No. 2006-137).* The Comprehensive Plan recognizes the importance of expanding the WBRP Tool Library and the other services WBRP provides. The Plan also established a vision of mixed use developments in the Regeneration Neighborhood. The standard is met.

STAFF RECOMMENDATION:
Staff recommends the Planning Commission pass the following motions recommending:

A. That City Council **approve** the rezoning of 724 W. Washington Street from C-2, Neighborhood Shopping District to B-2, General Business Service District, case Z-05-17, and;
B. That City Council **approve** the rezoning of 720 W. Washington Street from R-2, Neighborhood Shopping District to B-2, General Business Service District, case Z-06-17, and;
C. To recommend that the **City Council adopt** a **resolution** i**nitiating the rezoning** of 806 W. Washington St, 804 W. Washington St., 800 and 802 W. Washington St., 803 W. Washington St., 801 W. Washington St., and 204 N. Allin St., **to B-2, General Business Service District,** case Z-07-17.

Respectfully submitted,

Katie Simpson
City Planner

Attachments:

- Draft Ordinance for 724 W. Washington Street and 720 W. Washington Street with Exhibit A "Legal Description"
- Petitions for Zoning Map Amendment
- List of Permitted Uses in the B-2 District
- Aerial Map
- Zoning Map
- Draft Resolution to initiate the Zoning Map Amendments for the northwest and southwest corners of Washington Street and Allin Street.
- Newspaper Notice and Neighborhood Notice w/Map
- Notification Mailing List
- Notice for property owners at 806 W. Washington St, 804 W. Washington St., 800 and 802 W. Washington St., 803 W. Washington St., 801 W. Washington St., and 204 N. Allin St

CONSENT AGENDA ITEM NO. 7T

FOR COUNCIL: April 24, 2017

SUBJECT: Consideration of a Resolution initiating the rezoning of 204 N. Allin Street, and of 800, 801, 802, 803, 804, and 806 W. Washington Street from R-2, Mixed Residential District, and C-2, Neighborhood Shopping District, to B-2, General Business Service District

RECOMMENDATION/MOTION: That a Resolution initiating the rezoning of 204 N. Allin Street, and of 800, 801, 802, 803, 804, and 806 W. Washington Street from R-2, Mixed Residential District, and C-2, Neighborhood Shopping District, to B-2, General Business Service District be passed, and that the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 6. Great Places-Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE: Objective B: City decisions consistent with plans and policies

BACKGROUND: The Bloomington City Code provides that the rezoning process may be initiated by the City Council (Bloomington City Code Chapter 44.13-2). The proposed resolution would initiate the rezoning process for several properties located at or near the intersection of W. Washington and Allin Street. The subject properties are single-family homes and a mixed use development with second floor apartments. Under the existing zoning designation, C-2, Neighborhood Shopping District, these residential uses are not permitted, but are allowed as non-conforming uses. Non-conforming uses are not favored in our code and create complications for property owners, so that if the properties become vacant for more than one year or are substantially damaged by fire, the non-conforming use of the properties would be eliminated and they could no longer be used as homes or apartments. Rezoning the properties would eliminate their non-conforming status. Council is being asked to consider this resolution in conjunction with a petition that was submitted by the West Bloomington Revitalization Project to rezone 720 & 724 W. Washington Street (the southeast corner of the W. Washington and Allin intersection, formerly the Jesus Coffee House). This holistic approach to the zoning districts in the intersection will reduce spot zoning.

The Bloomington Planning Commission is recommending the Council begin the formal process of rezoning the subject properties to allow for mixed residential/commercial use as envisioned in the Comprehensive Plan and also to eliminate the non-conforming status of these properties.

Staff reached out to the owners of the subject properties by letter and telephone to inform them of the non-conforming status of the properties and the benefits of rezoning. Those who have talked with staff have been supportive. Since the proposed rezoning aligns with the current uses of the property and expands the uses for which the properties may be used, owner opposition is not

anticipated. If the subject resolution is passed, staff will again reach out to inform property owners of the public hearing that will be held as part of the rezoning process.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice for a public hearing, held by the Planning Commission for 724 & 720 W. Washington was published in *the Pantagraph* in accordance with City Code on March 6, 2017. In accordance with the Zoning Code (Ordinance No. 2006-137) courtesy copies of the Public Notice were mailed to approximately 135 property owners within 500 feet. A public notice sign was posted on 724 W Washington Street. The resolution to initiate the rezoning process was discussed at the Planning Commission Meeting of March 22, 2017.No citizens spoke in favor of the recommendation; no one spoke in opposition. The Planning Commission recommended approval by unanimous vote. This recommendation is consistent with staff's position.

FINANCIAL IMPACT: None at this time.

COMMUNITY DEVELOPMENT IMPACT: (Link to Comprehensive Plan)
Goal H-2. *Ensure reinvestment in the established older neighborhoods and compact development of the City.*

Goal N-1 Ensuring compact development of the City through denser, mixed-use developments and reinvestment in the established older neighborhoods.

- N-1.2e Identify areas for commercial mixed-use developments to enhance the character of the existing neighborhoods.
- N-1.2g Enhance key corridors into the City such as Washington Street

Respectfully submitted for Council consideration.

Prepared by:	Katie Simpson, City Planner
Reviewed by:	Tom Dabareiner, Community Development Director
Financial & budgetary review by:	Chris Tomerlin, Budget Analyst Carla A. Murillo, Budget Manager
Legal review by:	George Boyle, Assistant Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Resolution to initiate the Zoning Map Amendments for the northwest and southwest corners of Washington Street and Allin Street.
- Aerial Map of Subject Property
- Zoning Map of Subject Property
- Permitted uses in the B-2 District

RESOLUTION NO. 2017 -

A RESOLUTION INITIATING THE REZONING OF 204 N. ALLIN STREET, AND OF 800, 801, 802, 803, 804, AND 806 W. WASHINGTON STREET FROM R-2, MIXED RESIDENTIAL, AND C-2, NEIGHBORHOOD SHOPPING DISTRICT, TO B-2, GENERAL BUSINESS SERVICE DISTRICT

WHEREAS, the premises hereinafter legally described in Exhibit "A" are located within the corporate limits of the City of Bloomington and presently have a zoning classification of R-2 and C-2 under the provisions of Chapter 44 of the Bloomington City Code, 1960 as amended; and

WHEREAS, the Bloomington Planning Commission has determined that the present zoning classifications on said premises are incompatible with the City of Bloomington Comprehensive Plan and no longer in harmony with the surrounding development and the public welfare; and

WHEREAS, the Bloomington Planning Commission has determined that rezoning said premises to B-2, General Business Service District, would be more compatible with existing uses, adjacent properties and the Comprehensive Plan; and

WHEREAS, the Bloomington Planning Commission has recommended that the City Council pass this resolution to initiate the rezoning of said premises; and

WHEREAS, pursuant to Chapter 44.13-2 of the Bloomington City Code, the City Council has the power to pass this resolution and initiate a rezoning of said premises:

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

1. That the City Council directs City Staff to initiate the process for rezoning of 204 N. Allin Street, 800, 801, 802, 803, 804, and 806 W. Washington Street to B-2, General Business Service District; and,

2. That the Bloomington Planning Commission shall hold a public hearing, after proper notice is given, on the rezoning of 204 N. Allin Street, 800, 801, 802, 803, 804, and 806 W. Washington Street to B-2, General Business Service District.

PASSED this ___ day of _____, 2017.

APPROVED this ____ day of _____, 2017.

APPROVED:

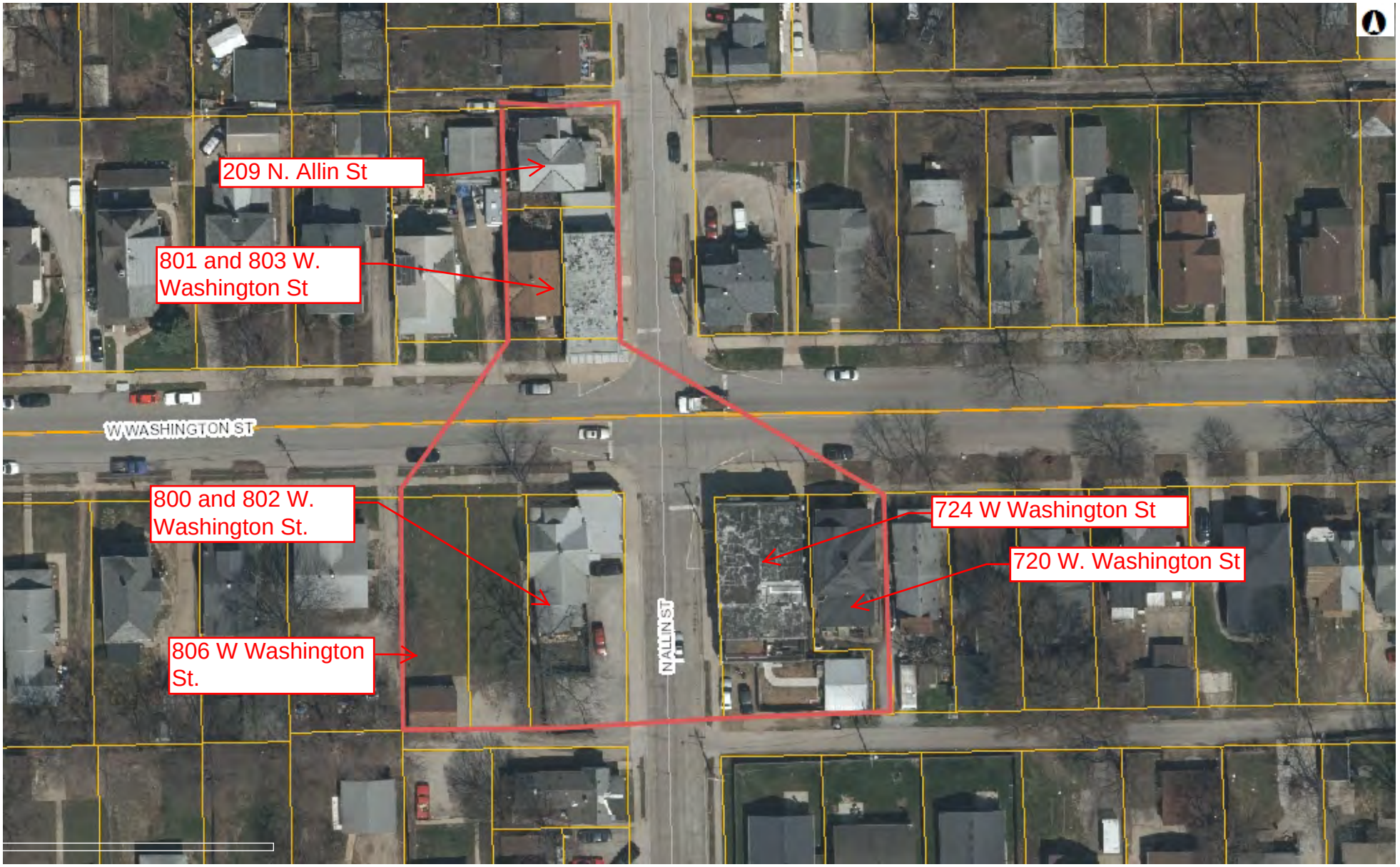
Tari Renner
Mayor

ATTEST:

Cherry Lawson
City Clerk

Resolution No. 2017-____
Exhibit A
Legal Description

Address	*Legal Description*	*PIN*	*Current Zoning*	*Proposed Zoning*
204 N. Allin St.	PRICES ADD N50' LOT 4 BLK 2	21-05-429-033	C-2	B-2
801 W. Washington St.	E28' S65' LOT 4 BLK 2 PRICES ADD	21-05-429-035	C-2	B-2
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806 W. Washington St.	PRICS ADD VAC ALEY S OF & ADJ & W33.5' LOT 2 BLK 3	21-05-433-012	R-2	B-2



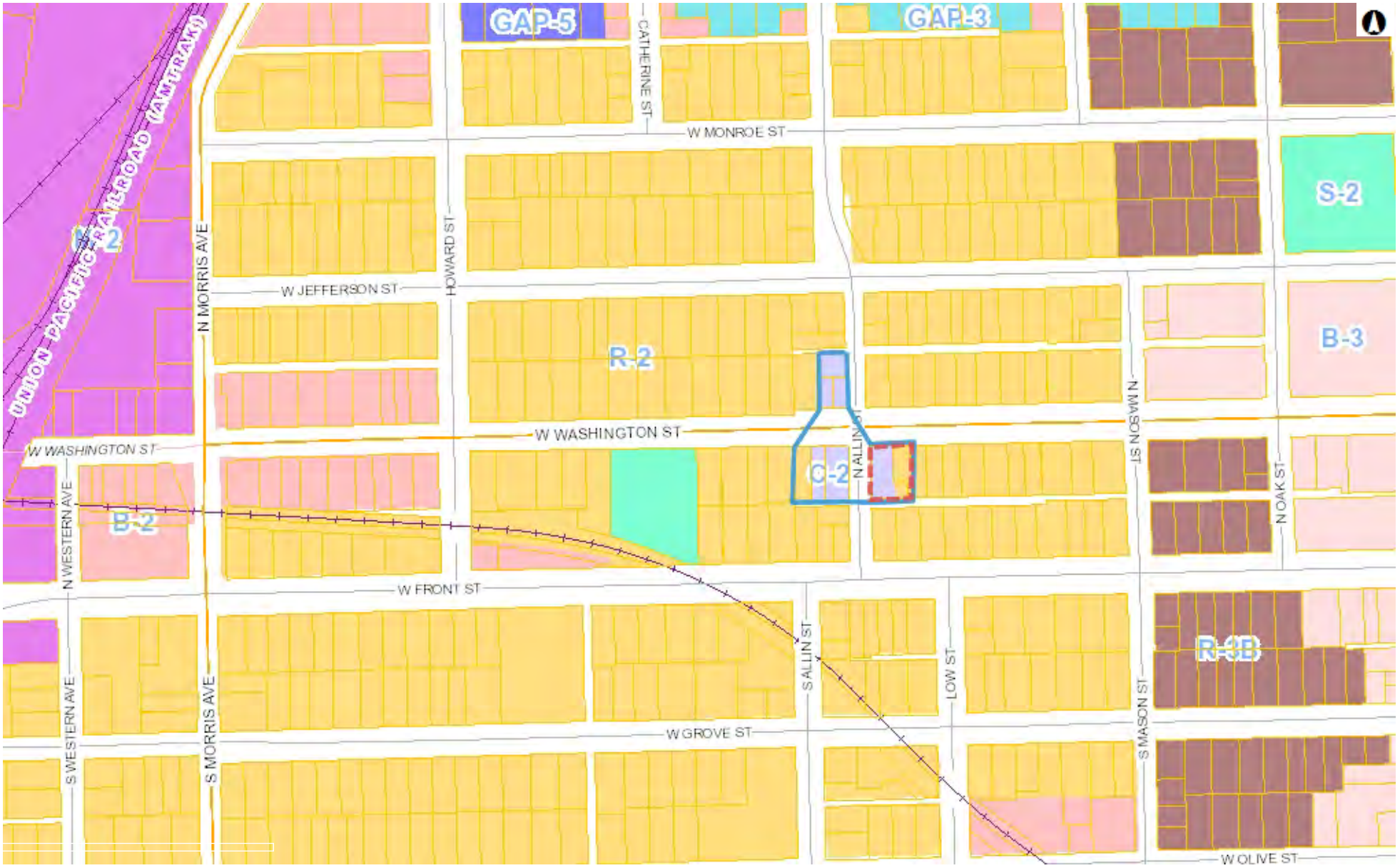
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Notes

Section 44.6-30 Permitted Uses in the B-2 District			
Accounting, Auditing, Bookkeeping	P	Legitimate Theaters	P
Adult Cabaret	5	Libraries	P
Adult Hotels/Motels	5	Linen Supply Services	P
Adult Lingerie Modeling Studios	5	Linen Supply Stores	P
Adult Media Stores	5	Linen Supply Stores	P
Adult Modeling Studios	5	Liquor Stores	P
Adult Motion Picture Theaters	5	Lodging Houses	P
Advertising Services	P	Lumber Yards, Building Materials	P
Agency Supervised Homes	P	Mail Order Houses	P
Agency-Operated Family Homes	P	Manufactured Home Sales	S
Agency-Operated Group Homes	P	Marine Craft and Accessory Sales	P
Agriculture	P	Massage Therapy Studio	P
Airports and Landing Fields	S	Media Shops	12
Ambulatory Surgical Treatment Center	P	Medical Marijuana Dispensing Organization	P
Amphitheaters	P	Medical, Health Services	P
Amusement Centers	S	Mental Health Facilities	P
Animal Detention Facilities, with no outdoor exercise areas	P	Merchandise Vending Machine Sales	P
Animal Detention Facilities, with outdoor exercise areas	S	Mini Warehouses	S
Animal Hospitals	P	Miscellaneous Services N.E.C.	P
Antique Stores	P	Mobile Food and Beverage Vendor	13
Apparel Shops	P	Mobile Home Sales	S
Appliance Stores	P	Monument Sales	P
Aquariums	P	Motels, Hotels, Motor Hotels	P
Arenas, Field Houses, Stadiums	P	Motion Picture Studios	P
Art Galleries, Museums	P	Motion Picture Theaters	P
Art Supplies, Craft Stores	P	Motor Vehicle Sales, Service N.E.C.	P
Artisanal/Craft Production and Retail	P	Motor Vehicle Storage	P
Athletic Clubs, YMCA, YWCA	P	Motorcycle Sales and Service	P
Auction Houses	P	Music Stores, Record Shops	P
Auditoriums, Concert Halls	P	News Syndicate Services	P
Automobile and Accessories Sales	P	Nursery Schools	P
Automobile Engine Electrical System Diagnostic Services	P	Nursing Homes	P
Automobile Rental Service	P	Offices	P
Automobile Repair Shops	P	Optical Goods, Hearing Aids Sales	P
Automobile Service Stations	P	Other Clubs Not Classified	P
Awning, Tent, Canvas Products Sales	P	Other Specialty Shops, N.E.C.	P
Bakery Products Sales	P	Outdoor Advertising Services	P
Ballrooms, Dance Halls	P	Packing and Crating Services	P
Banking Services	P	Paint, Glass, Wallpaper Stores	P

Barber Shops, Beauty Shops	P	Painting, Decorating Services	P
Bars, Taverns, Nightclubs	P	Parking Lot, Commercial	P
Bed & Breakfast Establishments	P	Parking Lot, Noncommercial	P
Billiard Centers, Pool Halls	P	Parks, Playgrounds, Aboretums	P
Birthing Center	P	Penny Arcade	P
Blueprinting and Photocopying	P	Pet Shops	P
Boarding Schools	P	Pharmacy	P
Boat Sales, Service, Rental	P	Photofinishing Services	P
Book, Stationery Stores, Newsstands	P	Photographic Services	P
Bowling Establishments	P	Planetariums	P
Building Construction Services	P	Plumbing, Heating Services	P
Bus Passenger Terminals	P	Police Stations, Fire Stations	P
Bus Sales Service	P	Postal Services	P
Business Management Consulting	P	Post-Surgical Recovery Care Center	P
Business Schools	P	Pottery, Ceramic Products Sales	P
Cabinet making, woodworking, furniture repair	P	Pre-Schools	P
Cameras, Photographic Supplies	P	Printing, Publishing, Allied Uses	P
Camping, Recreational Equipment Sales	P	Professional Clubs, Business Clubs	P
Candle Shops	P	Professional Supply Repair Services	P
Candy Confectionery Sales	P	Radio Broadcasting Studios	P
Car Wash	P	Radio, Television Repair Services	P
Carpentry Services	P	Radio, Television Stations-Towers	P
Catering Services	P	Radio,. Television Stores	P
Childrens Homes, Orphanages	P	Rail Passenger Terminals	P
China, Glassware, Metalware Stores	P	Real Estate Services	P
Churches, Synagogues, Temples	P	Record Shops, Music Stores	P
Cigar, Tobacco Products Sales	P	Refuse Disposal Services	S
Clinics	P	Rehabilitation Schools	P
Collection Services	P	Religious Education Facility	P
College-University Classrooms	P	Research and Testing Services	P
Commercial Printing Services	P	Restaurants, Cafeterias	P
Commodity Contract Brokers	P	Roller Skating Rinks	P
Community Centers	P	Rooming Houses	P
Computer Services	P	Rooming Houses	P
Convalescent Homes, Rest Homes	P	Savings and Loan Associations	P
Convenience Establishments	P	Security and Commodity Services	P
Country Clubs, Golf Clubs	P	Service Clubs, Civic Clubs	P
Credit Services	P	Sewage Lift Stations	P
Crematories	S	Sewage Treatment Plants	S
Cultural Activities	P	Sex Shops	5
Currency Exchanges	P	Sexually Oriented Entertainment Business	5
Dairy Products	P	Sheltered Care Homes	P
Dance Studios, Music Studios	P	Shoe Repair Services	P

Day Care Centers	P	Shoe Stores	P
Delicatessens	P	Sign Painting Services	P
Dental Services	P	Ski Mobile Sales, Service	P
Department Stores	P	Social Clubs, Lodges	P
Detective and Protective Services	P	Specialty Food Shops	P
Diagnostic Imaging Center	P	Specialty Schools	P
Diagnostic Laboratory Treatment Facility	P	Sporting Goods, Bicycle Sales	P
Diaper Services	P	Stenographic Services	P
Domestic Violence Shelter	P	Swimming Clubs	P
Donut Shops, Ice Cream Shops	P	Swimming Pools	P
Draperies, Curtains, Uphostery	P	Taxi Terminals	P
Dressmaking, Tailor Shops	P	Telecommunication Antenna Facilities	10
Drive-in Refreshment Stands	P	Telegraph Message Centers	P
Drug Stores	P	Telephone Exchange Stations	P
Dry Cleaning Services	P	Telephone Exchange Substations	P
Dry Goods, Piece Goods Stores	P	Telephone Relay Towers	P
Duplicating, Mailing Services	P	Television Broadcasting Studios	P
Dwellings, Multiple Family	9	Tile Abstracting Services	P
Dwellings, Single-Family	S	Tires, Batteries, Accessories Sales	P
Dwellings, Two-Family	P	Towing Services	2
Educational and Research Services	P	Townhouses	9
Electrical Repair Service	P	Trade Supply Sales-Service	P
Electrical Services	P	Trading Stamp Services	P
Electrical Supply Sales	P	Transfer Services	P
Electricity Regulating Substations	P	Travel Arranging Services	P
Electronics Assembly Plants	P	Treatment Centers for Drug Abuse	P
Employment Services	P	Tree Sales, Nurseries, Greenhouses	P
Engineering, Architectural Services	P	Truck Rental Service	P
Equipment Rental , Leasing Services	P	Truck Sales and Service	P
Exhibition/Exposition Halls	P	Truck Stops, Truck Plazas	P
Extended Stay Motel	P	Truck Wash	P
Exterminating-Pest Control Services	P	Utility Conduits, Lines, Pipelines	P
Farm Machinery Sales and Service	P	Variety Stores	P
Farm Supply Stores	P	Veterinarian Services	P
Financial Services	P	Video Sales and Rental Stores	P
Fish Hatcheries, Poultry Hatcheries	P	Vocational Schools	P
Flammable Liquid Pipelines	P	Water Pressure Control Stations	P
Floor Covering Stores	P	Water Purification Plants	P
Florist Shops	P	Water Storage Reservoirs	P
Food Pantry	P	Welding Services	P
Forestry	P	Well Drilling Services	P
Fuel Oil Service	P	Wholesale Sales Establishments	1
Funeral Parlor, Mortuary	P	Window Cleaning Services	P
Furniture Stores	P		

Gas Regulatory Stations	P		
General Merchandise Stores	P		
Gift Shops	P		
Golf Courses - Not Miniature Golf	P		
Government Services	P		
Greeting Card Shops	P		
Grocery Stores, Supermarkets	P		
Group Homes for Parolees	S		
Group Homes for Parolees	S		
Gun Shops	P		
Gymnasiums, Recreation Centers	P		
Hardware Stores	P		
Health Clubs	P		
Health Spas, Reducing Salons	P		
Heating Plumbing Equipment Sales	P		
Heliports, Heliport Terminals	S		
Hobby Shops, Toy Stores	P		
Home for the Aged	P		
Home Improvement Center	P		
Home Maintenance Services	P		
Horticultural Services	P		
Hospitals, Except Animal Hospitals	P		
Hotels, Motels, Motor Hotels	P		
Ice Rinks	P		
Institution for Child Care	P		
Institution for the Handicapped	P		
Insurance Services	P		
Irrigation Channels	P		
Jewelry Stores, Watch Repair	P		
Kennels, with no outdoor exercise areas	P		
Kennels, with outdoor exercise areas	S		
Knit Goods Shops	P		
Laboratory, Dental and Medical	P		
Laboratory, Psychological	P		
Laundering Services	P		
Leather Goods Shops	P		

CONSENT AGENDA ITEM NO. 7U

FOR COUNCIL: April 24, 2017

SUBJECT: Consideration of adopting an Ordinance for Case SP-03-17, a petition requesting approval of a Special Use Permit for Duplexes in the R-1C, High Density Single Family Residential District for the property located at 603 Seminary Avenue.

RECOMMENDATION/MOTION: That an Ordinance be adopted approving a Special Use Permit for Duplexes in the R-1C, High Density Single Family Residential District for the property located at 603 Seminary Avenue, and that the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE: Objective B: upgrade the quality of older housing stock Objective F-Residents increasingly sharing/taking responsibility for their homes and neighborhoods

BACKGROUND: The subject site, 603 Seminary Ave, is located on Bloomington's west side, east of the railroad tracks, west of N. Oak St., north of Seminary Ave., and south of W. Emerson St. The neighborhood consists of single, two and a few multifamily homes. The property was originally used as a three unit apartment building, but was destroyed by a fire in January, 2017. The property owner wishes to redevelop the site as a duplex and is therefore seeking a special use permit. The Zoning Board of Appeals unanimously recommended in favor of the special use. They found the special use to be in conformance with the character of the neighborhood, to have adequate utilities and access, and that the use would not impede orderly development of the area.

As per Section 44.10-4, the special use permit for a "duplex" has additional minimum lot width (70ft) and area (10,000sqft) requirements. The subject property is 50 ft wide and has an area of approximately 7,450 sqft, and consequentially, does not comply with the minimum requirements. The Zoning Board of Appeals determined a physical hardship existed making strict adherence to these extra minimum lot width and area requirements difficult; they granted variances for these requirements. The petitioner plans to build in the footprint of the old building. The proposed duplex meets the other setback, bulk and parking requirements of the code.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This case was before the Zoning Board of Appeals for a public hearing and review on March 15, 2017. One person, other than the applicant, spoke in favor of the petition. No one spoke in opposition. The Board recommended approval by unanimous vote. This recommendation is consistent with staff's position. Public notice for the public hearing was published in *the Pantagraph* in accordance with City Code on February 27, 2017. In accordance with the Zoning Code (Ordinance No. 2006-137)

courtesy copies of the Public Notice were mailed to approximately 74 property owners within 500 feet. A public notice sign was posited on the property.

FINANCIAL IMPACT: The special use permit enables the site to be improved resulting in an increased property value for the parcel which could result in a positive future financial impact.

COMMUNITY DEVELOPMENT IMPACT:

Link to Comprehensive Plan: Goal H-1. *Ensure the availability of safe, attractive and high quality housing stock to meet the needs of all current and future residents of Bloomington*. The special use permit promotes housing options for residents.

Goal H-2. *Ensure reinvestment in the established older neighborhoods and compact development of the City.* The special use permit encourages new construction in an older part of the city which will add to the beautification of the area.

Respectfully submitted for Council consideration.

Prepared by:	Katie Simpson, City Planner
Reviewed by:	Tom Dabareiner AICP, Community Development Director
Financial & budgetary review by:	Chris Tomerlin, Budget Analyst Carla A. Murillo, Budget Manager
Legal review by:	George D. Boyle, Assistant Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Ordinance for Special Use Permit with Exhibit A "Legal Description"
- Site Plan for 603 Seminary Ave
- Special Use Petition
- Aerial Map of Subject Property
- Mailing Sample and Newspaper Notice
- Mailing List
- Zoning Board of Appeals Report for 3-15-17
- Zoning Board of Appeals DRAFT Minutes for 3-15-17

ORDINANCE NO. 2017-_____

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A

DUPLEX in the R-1C DISTRICT

FOR PROPERTY LOCATED AT: 603 Seminary Avenue

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting a special use permit for a Duplex in the R-1C District for certain premises hereinafter described in Exhibit(s) A; and

WHEREAS, the Bloomington Board of Zoning Appeals, after proper notice was given, conducted a public hearing on said petition; and

WHEREAS, the Bloomington Board of Zoning Appeals, after said public hearing, made findings of fact that such special use permit would comply with the standards and conditions for granting such special permitted use for said premises as required by Chapter 44, Section 44.10-3C of the Bloomington, City Code, 1960, as amended; and

WHEREAS, the City Council of the City of Bloomington has the power to pass this Ordinance and grant this special use permit:

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

1. That a special use permit for a duplex on the premises hereinafter described in Exhibit(s) A, commonly referred to as 603 Seminary Avenue, shall be and the same is hereby approved.

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

PASSED this _____ day of _____, 20____.

APPROVED this _____ day of _____, 20____.

_____
Tari Renner, Mayor

ATTEST:

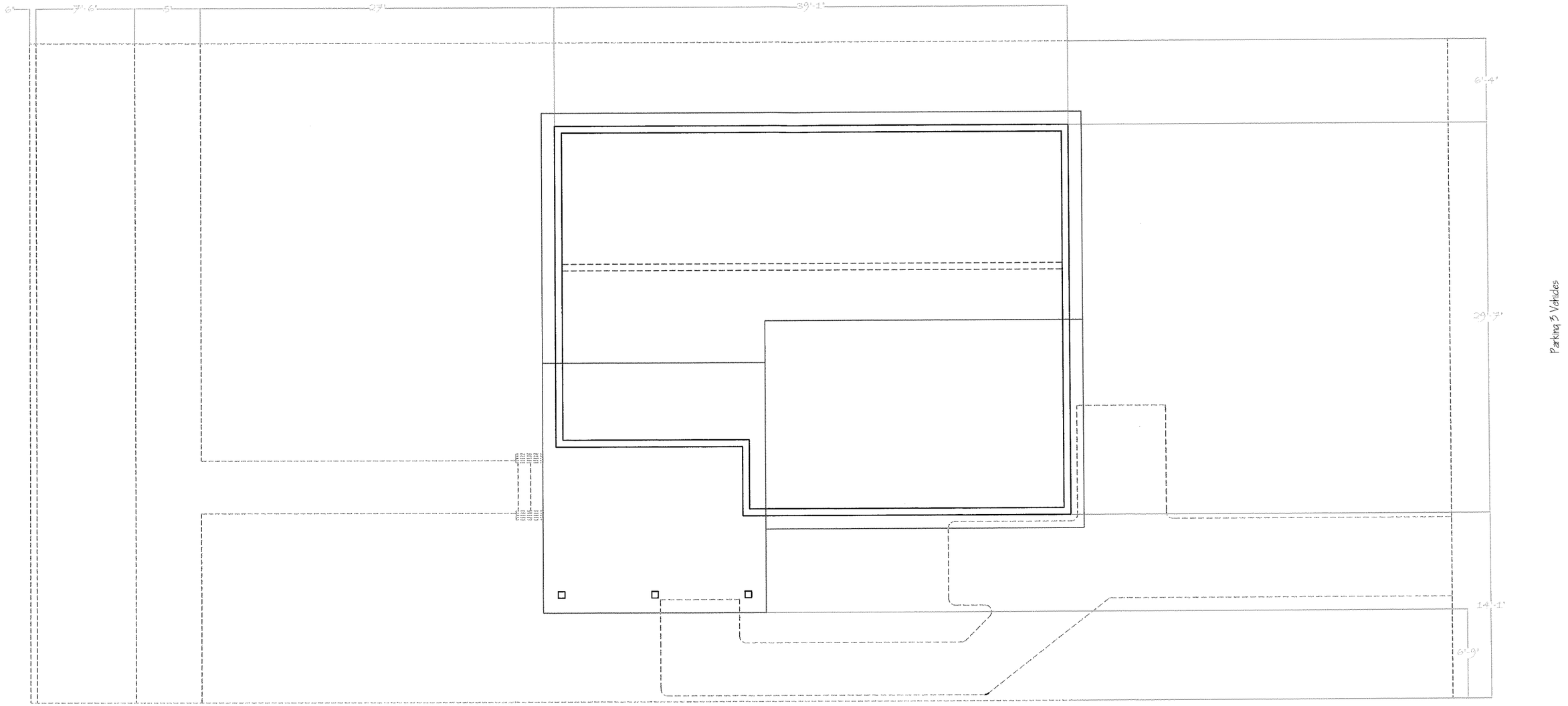
_____ _____
Cherry L. Lawson, City Clerk Jeffrey R. Jurgens, Corporate Counsel

Exhibit A
"Legal Description for 603 W. Seminary Ave"

WALNUT HILL LOT 9 BLK 10

Hadden Construction
Nicholaus Hadden - Owner
PO Box 86, 210 S. Jefferson St.
Flanagan, IL. 61740
309-303-7862
haddenconstruction1@gmail.com

603 Seminary Street,
Bloomington, IL. 61702



Site Plan

149' x 50'

Scale: 1/ 8" = 1'

Drawn By:
David R. Hadden
309-434-0258
davidhadden1010@gmail.com

01/ 03/ 2017

PETITION FOR A SPECIAL USE PERMIT FOR PROPERTY LOCATED AT:

603 SEMINARY

State of Illinois)
)ss.
County of McLean)

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

Now come(s) GERARD BERGEL
KAREN KINSELLA

hereinafter referred to as your petitioner(s), respectfully representing and requesting as follows:

1. That your petitioner(s) is (are) the owner(s) of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit(s) A, which is (are) attached hereto and made a part hereof by this reference, or is (are) a mortgagee or vendee in possession, assignee of rents: receiver, executor (executrix); trustee, lease, or any other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;

2. That said premises presently has a zoning classification of RIC under the provisions of Chapter 44 of the Bloomington City Code, 1960;

3. That under the provisions of Chapter 44, Section 44.6-30 of said City Code 2 UNITS, are allowed as a special use in a RIC zoning district;

4. That the establishment, maintenance, or operation of said special use on said premises will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;

5. That said special use on said premises will not be injurious to the use and enjoyment of other property in the immediate vicinity of said premises for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;

6. That the establishment of said special use on said premises will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the RIC zoning district;

7. That the exterior architectural treatment and functional plan of any proposed structure on said premises will not be so at variance with either the exterior architectural treatment and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood adjacent to said premises;

8. That adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided to said premises for said special permitted use;

9. That adequate measures have been or will be taken to provide ingress and egress to and from said premises so designed as to minimize traffic congestion in the public streets; and

10. That said special permitted use on said premises shall, in all other respects, conform to the applicable regulations of the RC zoning district in which it is located except as such regulations may, in each instance, be modified by the City Council of the City of Bloomington pursuant to the recommendations of the Bloomington Board of Zoning Appeals.

WHEREFORE, your petitioner(s) respectfully pray(s) that said special use for said premises be approved.

Respectfully submitted,

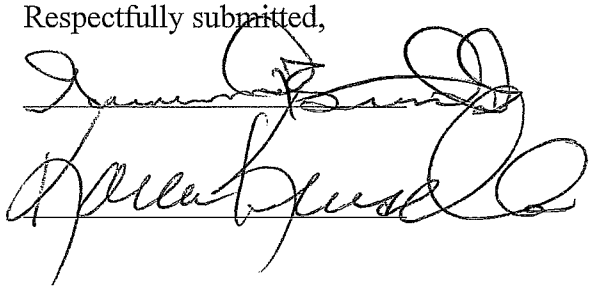
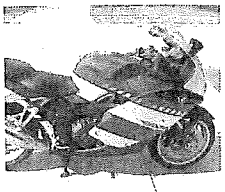


Exhibit "A"

Legal Description for 603 W Seminary Street

WALNUT HILL LOT 9 BLK 10

ycles/ATV/Golf Carts



:1200S 2006 model For an immaculately main- BMW motorbike. Rare low miles. Only gen- buyers should inquire. 7-6293

l To Buy

'AID for driveable or junk McLean County Auto e, 309-829-6231

Notices

20866248
E CIRCUIT COURT OF
1TH JUDICIAL CIRCUIT
AN COUNTY, ILLINOIS

I THE MATTER OF
THE ESTATE OF:

JAMES A. LEWIS,
Deceased.
ASE NO.: 2017 P 28

CLAIM NOTICE

s given of the death of A. Lewis. Letters of ecedent's Estate were on February 3, 2017 to Huddleston at 1201 or Drive, Bloomington, 4, who is the legal rep- ve of the estate. The for the estate is Bar- . Huffman, McGreevy ns, P.C., 6735 en Way, Rockford, IL

against the estate may on or before August 7, that date being at (6) months from the first publication, or hree (3) months from of mailing or delivery e to creditors, if mailing ery is required by Sec-

nses, orks

North 02-27-17
♠ J 3
♥ 7 5 3 2
♦ A Q 8 5
♣ A K Q

East
♠ A 2
♥ A K 10 9 8
♦ K 6 3
♣ 7 6 4

4
2

South
♠ K Q 10 9 8 5 4
♥ 6 4
♦ 7 2
♣ 10 9

ealer: East
ulnerable: East-West

West North East

Public Notices

tion 5/18-3 of the Illinois Probate Act, 1975 as amended, whichever date is later. Any claim not filed by the requisite date stated above shall be barred.

Claims against the estate may be filed in the office of the McLean County Circuit Clerk, Probate Division, at the McLean County Courthouse, 104 W. Front Street, Bloomington, IL 61701, or with the estate's legal representative, or both.

Copies of claims filed with the Circuit Clerk's Office, Probate Division, must be mailed or delivered to the estate's legal representative and to his/her attorney within ten (10) days after it has been filed.

DATED: February 13, 2017 By: McGreevy Williams, P.C.

By: Barbara L. Huffman
Attorney for
Michelle Huddleston, Executor

Barbara L. Huffman, #6206077
Attorney for Estate
McGreevy Williams, P.C.
6735 Vistagreen Way
Rockford, IL 61107
815.639.3700

20866266
STATE OF ILLINOIS
IN THE CIRCUIT COURT OF
THE ELEVENTH JUDICIAL
CIRCUIT
McLEAN COUNTY

ESTATE OF
JAMES W. GAFFNEY,
Deceased
No. 16-P-218

CLAIM NOTICE

Notice is given of the death of JAMES W. GAFFNEY of 400 North Allen Street, LeRoy, Illinois.

Letters of office were issued on November 1, 2016, to Rickie A. Gaffney, 107 Cardinal Drive, LeRoy, IL 61742-1307, as executor whose attorneys are, FABRICIUS & LINDIG, 320 West Jefferson Street, Suite 200, Ottawa, Illinois 61350.

Claims against the estate may be filed in the Office of the Circuit Clerk, McLean County Courthouse, Bloomington, Illinois 661701, or with the representative, or both, within six (6) months from the date of first publication of this Notice. If claim notice is personally mailed or delivered to a creditor of the above estate, then claim must be filed in the above entitled cause within three months from the date of mailing or delivery, whichever is later. Any claims not filed within the above periods are barred.

Copies of a claim filed with the Clerk must be mailed or delivered to the Representative and

Public Notices

to the attorney within ten (10) days after it has been filed.

DON R. EVERHART, JR.,
CLERK OF THE ELEVENTH
JUDICIAL CIRCUIT
MCLEAN COUNTY, ILLINOIS

20866441
STATE OF ILLINOIS,
CIRCUIT COURT
McLEAN COUNTY
NOTICE OF FILING A
REQUEST
FOR NAME CHANGE
(ADULT)
Request of :
Navtej Singh
Case Number 16MR1224
There will be a court hearing on my request to change my name from:
Navtej Singh
to the new name of:
Navtej Singh Dhillon.
The court hearing will be held:
on March 10, 2017 at 9 am at 104 W. Front Street, Bloomington, IL, McLean County
In Courtroom # 5C.
Navtej Singh

20866443
STATE OF ILLINOIS,
CIRCUIT COURT
McLEAN COUNTY
NOTICE OF FILING A
REQUEST
FOR NAME CHANGE
(ADULT)
Request of :
Prabjot Kaur Grewal
Case Number 17MR74
There will be a court hearing on my request to change my name from:
Prabjot Kaur Grewal
to the new name of:
Prabjot Kaur Dhillon
The court hearing will be held:
on April 6, 2017 at 9am at 104 W. Front Street, Bloomington, IL, McLean County
In Courtroom # 5C.
Prabjot Kaur Grewal

20867855

CITY OF BLOOMINGTON
PUBLIC HEARING NOTICE

Public Notice is hereby given that the Zoning Board of Appeals will hold a public hearing on Wednesday March 15, 2017 at 4:00 PM in the Council Chambers, 109 E. Olive Street, Bloomington, Illinois to hear testimony on petitions submitted by Gerard Berthel and Karen Kinsella, requesting the following approvals for the property at 603 Seminary Street: 1) a Special Use Permit to allow a duplex in the R-1C, Single Family Residence District; 2) a Variance to allow a lot width of 50 ft in lieu of the 70 ft minimum (44.10-4); and 3) a Variance to allow a lot area of 7400 sq ft in lieu of the required 10,000 sq ft (44.10-4).

LEGAL DESCRIPTION: Walnut Hill, Lot 9 Block 10. PIN: 14-33-308-007

All interested persons may present their views upon such

Public Notices

matters pertaining thereto. Said Petition and all accompanying documents are on file and available for public inspection in the Office of the City Clerk.

In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk, preferably no later than five (5) days before the hearing.

The City Clerk may be contacted either by letter at 109 E. Olive St., Bloomington, IL 61701, by telephone at 309-434-2240, or email cityclerk@cityblm.org The City Hall is equipped with a text telephone (TTY) that may also be reached by dialing 309-829-5115.

Cherry Lawson
City Clerk

Published in the Pantagraph: February 27, 2017

20868711
LEGAL NOTICE OF
INVITATION TO BID CITY OF
BLOOMINGTON, ILLINOIS

Sealed bids will be received at the office of the City Clerk, City Hall, 109 East Olive Street, Bloomington, Illinois 61701, until 11:00 a.m. Central Time Monday, March 13, 2017, at which time they will be publicly opened and read for the following: BID # 2017-38 LAKE BLOOMINTON WATER TREATMENT PLANT ANNEX ROOF REPLACEMENT. A pre-bid meeting will be held at the Lake Bloomington Water Treatment Plant located at 25539 Waterside Way, Hudson, IL, 61748 on Monday, March 6, 2017 at 1:00 p.m. Bid documents are to be obtained from the City of Bloomington Procurement Services by sending an email to procurement@cityblm.org. Respondents must provide their complete name, company name, street address, telephone number, fax number and their email address. Bid documents may also be obtained at the office of the City Clerk, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. Central time. Only contractors recorded with the City, as a bona fide plan holder, are eligible for the contract award. The City of Bloomington reserves the right to reject any and all bids and to waive technicalities. The City of Bloomington requires all contractors and vendors doing business with the City not to discriminate on the basis of race, age, color, religion, gender, ancestry, national origin, marital status, mental or physical disability unrelated to abil-

Public Notices

ity, familial status or sexual orientation. Bid must be accompanied by a Bid guaranty which shall not be less than five percent (5%) of the amount of the Bid. The successful bidder will be required to provide a Performance Bond and a Payment Bond in the amount equal to 100% of the contract price, within ten (10) business days after the proposal award. Contractors shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Prevailing Wage Act (820 ILCS 130/1-12). Jon C. Johnston, Procurement Manager Published February 27th, 2017 Bloomington, Illinois

20869119
NOTICE

Notice is hereby given that Adrian Deonte Arrington 2216 Rainbow Avenue Unit D Bloomington, IL 61704 is the full name and address of the person owning, conducting and transacting a business known as Seize The Moment 2216 Rainbow Avenue Unit D Bloomington, IL 61704. This publication is being made as provided under 805 ILCS 405/1.

20869248
VILLAGE OF DOWNS JOINT
REVIEW BOARD MEETING
NOTICE

JOINT REVIEW BOARD
MEETING NOTICE
Village of Downs, Illinois
TIF's #1, #2 and #3
March 9, 2017 at 5:00 PM
Village Hall
211 S. Seminary
Downs, IL

Notice is hereby given that on March 9, 2017 at 5:00 PM at the Village Hall 211 S. Seminary, Downs, Illinois; the joint review board for the Village of Downs, Illinois TIF's 1, 2 and 3 will hold an annual meeting as required by the Tax Increment Allocation Redevelopment Act. Members of the joint review board consist of a representative selected by each community college district, local elementary district, and high school district or each local community unit school district and county that has authority to directly levy taxes on the property within the applicable redevelopment project area, a representative selective selected by the Village and public member.

Julie James
Village of Downs Clerk

Going out to eat? Pantagraph.com/restaurants is your guide to over 370 area restaurants. Go online to find the perfect place! Address, phone, pricing, menus and more.

Check out The Pantagraph GO! section

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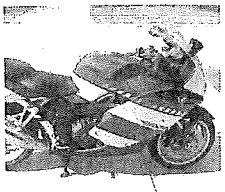
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Notes

ycles/ATV/Golf Carts



1200S 2006 model For an immaculately main- BMW motorbike. Rare low miles. Only gen- buyers should inquire. 7-6293

l To Buy

AID for driveable or junk McLean County Auto e, 309-829-6231

Notices

20866248
E CIRCUIT COURT OF
1TH JUDICIAL CIRCUIT
AN COUNTY, ILLINOIS

I THE MATTER OF
THE ESTATE OF:

JAMES A. LEWIS,
Deceased.
ASE NO.: 2017 P 28

CLAIM NOTICE

s given of the death of A. Lewis. Letters of ecedent's Estate were on February 3, 2017 to Huddleston at 1201 or Drive, Bloomington, 4, who is the legal rep- ve of the estate. The for the estate is Bar- . Huffman, McGreevy ns, P.C., 6735 en Way, Rockford, IL

against the estate may on or before August 7, that date being at (6) months from the first publication, or hree (3) months from of mailing or delivery e to creditors, if mailing ery is required by Sec-

nses, orks

North 02-27-17
♠ J 3
♥ 7 5 3 2
♦ A Q 8 5
♣ A K Q

East
♠ A 2
♥ A K 10 9 8
♦ K 6 3
♣ 7 6 4

4
2

South
♠ K Q 10 9 8 5 4
♥ 6 4
♦ 7 2
♣ 10 9

ealer: East
ulnerable: East-West

West North East

Public Notices

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Claims against the estate may be filed in the office of the McLean County Circuit Clerk, Probate Division, at the McLean County Courthouse, 104 W. Front Street, Bloomington, IL 61701, or with the estate's legal representative, or both.

Copies of claims filed with the Circuit Clerk's Office, Probate Division, must be mailed or delivered to the estate's legal representative and to his/her attorney within ten (10) days after it has been filed.

DATED: February 13, 2017 By: McGreevy Williams, P.C.

By: Barbara L. Huffman
Attorney for
Michelle Huddleston, Executor

Barbara L. Huffman, #6206077
Attorney for Estate
McGreevy Williams, P.C.
6735 Vistagreen Way
Rockford, IL 61107
815.639.3700

20866266
STATE OF ILLINOIS
IN THE CIRCUIT COURT OF
THE ELEVENTH JUDICIAL
CIRCUIT
McLEAN COUNTY

ESTATE OF
JAMES W. GAFFNEY,
Deceased
No. 16-P-218

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Claims against the estate may be filed in the Office of the Circuit Clerk, McLean County Courthouse, Bloomington, Illinois 661701, or with the representative, or both, within six (6) months from the date of first publication of this Notice. If claim notice is personally mailed or delivered to a creditor of the above estate, then claim must be filed in the above entitled cause within three months from the date of mailing or delivery, whichever is later. Any claims not filed within the above periods are barred.

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Public Notices

to the attorney within ten (10) days after it has been filed.

DON R. EVERHART, JR.,
CLERK OF THE ELEVENTH
JUDICIAL CIRCUIT
MCLEAN COUNTY, ILLINOIS

20866441
STATE OF ILLINOIS,
CIRCUIT COURT
McLEAN COUNTY
NOTICE OF FILING A
REQUEST
FOR NAME CHANGE
(ADULT)
Request of :
Navtej Singh
Case Number 16MR1224
There will be a court hearing on my request to change my name from:
Navtej Singh
to the new name of:
Navtej Singh Dhillon.
The court hearing will be held:
on March 10, 2017 at 9 am at 104 W. Front Street, Bloomington, IL, McLean County
In Courtroom # 5C.
Navtej Singh

20866443
STATE OF ILLINOIS,
CIRCUIT COURT
McLEAN COUNTY
NOTICE OF FILING A
REQUEST
FOR NAME CHANGE
(ADULT)
Request of :
Prabjot Kaur Grewal
Case Number 17MR74
There will be a court hearing on my request to change my name from:
Prabjot Kaur Grewal
to the new name of:
Prabjot Kaur Dhillon
The court hearing will be held:
on April 6, 2017 at 9am at 104 W. Front Street, Bloomington, IL, McLean County
In Courtroom # 5C.
Prabjot Kaur Grewal

20867855

CITY OF BLOOMINGTON
PUBLIC HEARING NOTICE

Public Notice is hereby given that the Zoning Board of Appeals will hold a public hearing on Wednesday March 15, 2017 at 4:00 PM in the Council Chambers, 109 E. Olive Street, Bloomington, Illinois to hear testimony on petitions submitted by Gerard Berthel and Karen Kinsella, requesting the following approvals for the property at 603 Seminary Street: 1) a Special Use Permit to allow a duplex in the R-1C, Single Family Residence District; 2) a Variance to allow a lot width of 50 ft in lieu of the 70 ft minimum (44.10-4); and 3) a Variance to allow a lot area of 7400 sq ft in lieu of the required 10,000 sq ft (44.10-4).

LEGAL DESCRIPTION: Walnut Hill, Lot 9 Block 10. PIN: 14-33-308-007

All interested persons may present their views upon such

Public Notices

matters pertaining thereto. Said Petition and all accompanying documents are on file and available for public inspection in the Office of the City Clerk.

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Cherry Lawson
City Clerk

Published in the Pantagraph: February 27, 2017

20868711
LEGAL NOTICE OF
INVITATION TO BID CITY OF
BLOOMINGTON, ILLINOIS

Sealed bids will be received at the office of the City Clerk, City Hall, 109 East Olive Street, Bloomington, Illinois 61701, until 11:00 a.m. Central Time Monday, March 13, 2017, at which time they will be publicly opened and read for the following: BID # 2017-38 LAKE BLOOMINTON WATER TREATMENT PLANT ANNEX ROOF REPLACEMENT. A pre-bid meeting will be held at the Lake Bloomington Water Treatment Plant located at 25539 Waterside Way, Hudson, IL, 61748 on Monday, March 6, 2017 at 1:00 p.m. Bid documents are to be obtained from the City of Bloomington Procurement Services by sending an email to procurement@cityblm.org. Respondents must provide their complete name, company name, street address, telephone number, fax number and their email address. Bid documents may also be obtained at the office of the City Clerk, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. Central time. Only contractors recorded with the City, as a bona fide plan holder, are eligible for the contract award. The City of Bloomington reserves the right to reject any and all bids and to waive technicalities. The City of Bloomington requires all contractors and vendors doing business with the City not to discriminate on the basis of race, age, color, religion, gender, ancestry, national origin, marital status, mental or physical disability unrelated to abil-

Public Notices

ity, familial status or sexual orientation. Bid must be accompanied by a Bid guaranty which shall not be less than five percent (5%) of the amount of the Bid. The successful bidder will be required to provide a Performance Bond and a Payment Bond in the amount equal to 100% of the contract price, within ten (10) business days after the proposal award. Contractors shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Prevailing Wage Act (820 ILCS 130/1-12). Jon C. Johnston, Procurement Manager Published February 27th, 2017 Bloomington, Illinois

20869119
NOTICE

Notice is hereby given that Adrian Deonte Arrington 2216 Rainbow Avenue Unit D Bloomington, IL 61704 is the full name and address of the person owning, conducting and transacting a business known as Seize The Moment 2216 Rainbow Avenue Unit D Bloomington, IL 61704. This publication is being made as provided under 805 ILCS 405/1.

20869248
VILLAGE OF DOWNS JOINT
REVIEW BOARD MEETING
NOTICE

JOINT REVIEW BOARD
MEETING NOTICE
Village of Downs, Illinois
TIF's #1, #2 and #3
March 9, 2017 at 5:00 PM
Village Hall
211 S. Seminary
Downs, IL

Notice is hereby given that on March 9, 2017 at 5:00 PM at the Village Hall 211 S. Seminary, Downs, Illinois; the joint review board for the Village of Downs, Illinois TIF's 1, 2 and 3 will hold an annual meeting as required by the Tax Increment Allocation Redevelopment Act. Members of the joint review board consist of a representative selected by each community college district, local elementary district, and high school district or each local community unit school district and county that has authority to directly levy taxes on the property within the applicable redevelopment project area, a representative selective selected by the Village and public member.

Julie James
Village of Downs Clerk

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Check out The Pantagraph GO! section

Department of Community Development
115 E Washington St, Ste 201
Bloomington IL 61701

February 16, 2017

Dear Property Owner or Resident:

The Zoning Board of Appeals will hold a public hearing on Wednesday March 15, 2017 at 4:00 PM in the Council Chambers, 109 E. Olive Street, Bloomington, Illinois to hear testimony on petitions submitted by Gerard Berthel and Karen Kinsella, requesting the following approvals for the property at 603 Seminary Street: 1) a Special Use Permit to allow a duplex in the R-1C, Single Family Residence District; 2) a Variance to allow a lot width of 50 ft in lieu of the 70 ft minimum (44.10-4); and 3) a Variance to allow a lot area of 7400 sq ft in lieu of the required 10,000 sq ft (44.10-4). All interested persons may present their views upon such matters pertaining thereto at the public hearing. The petitioner or his/her Counsel/Agent must attend the meeting. A legal description of the subject property is attached to this letter.

LEGAL DESCRIPTION: Walnut Hill, Lot 9 Block 10. PIN: 14-33-308-007

You are receiving this courtesy notification since you own property within a 500 foot radius of the land described above (refer to attached map). All interested persons may present their views upon matters pertaining to the requested special use during the public hearing. Communications in writing in relation thereto may be filed with the Department of Community Development, or at such hearing. In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk at (309) 434-2240, preferably no later than five days before the hearing.

Please note that cases are sometimes continued or postponed for various reasons (i.e lack of quorum, additional time needed, etc.). The date and circumstance of the continued or postponed hearing will be announced at the regularly scheduled meeting.

The agenda and packet for the hearing will be available prior to the hearing on the City of Bloomington website at www.cityblm.org. If you desire more information regarding the proposed petition or have any questions you may email me at ksimpson@cityblm.org or call me at (309) 434-2226.

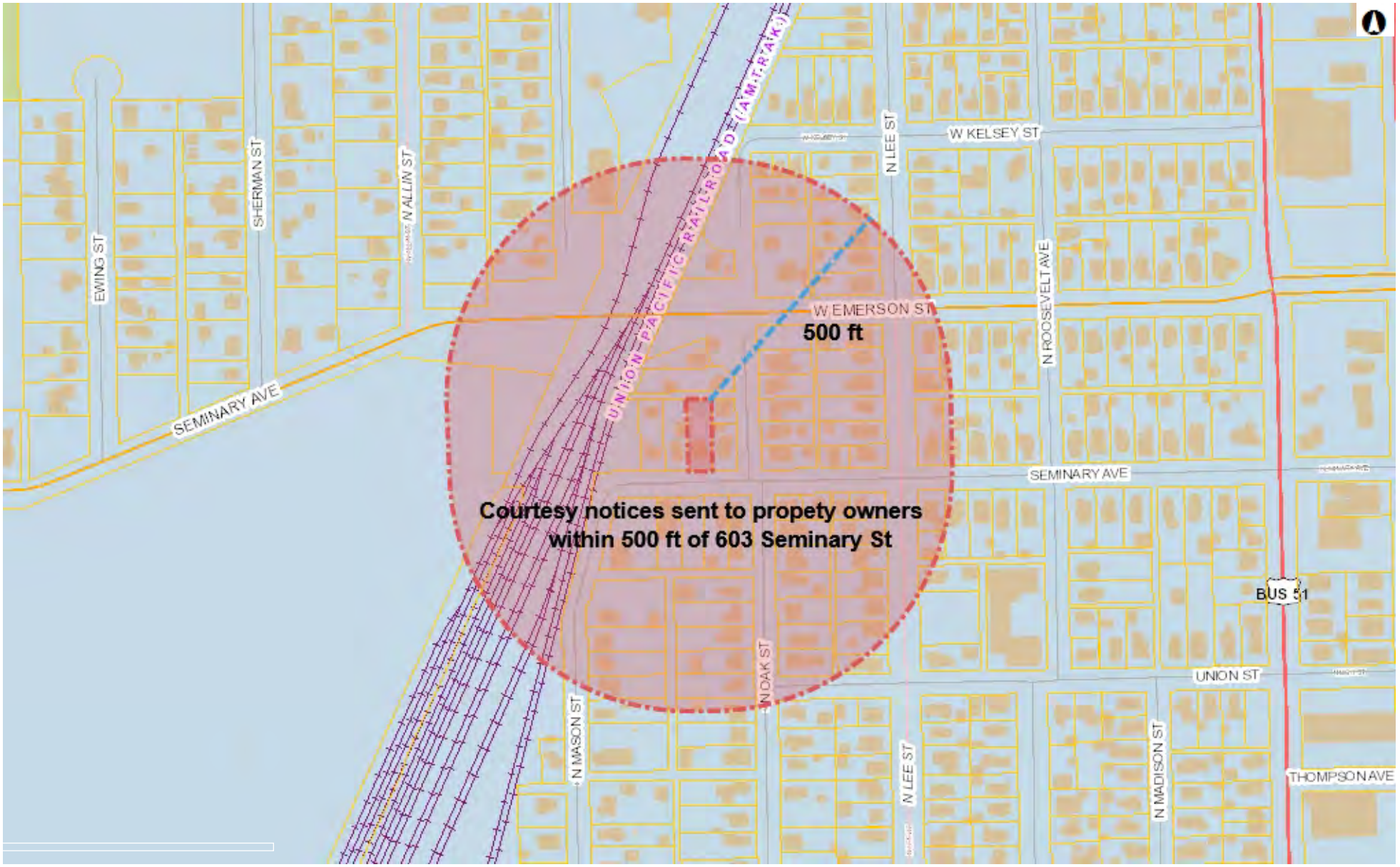
Sincerely,

Katie Simpson
City Planner

Attachments:

Map of notified properties within 500 ft of subject property

Public Hearing for a Special Use Permit to allow a Duplex at 603 Seminary Street



0 0.07 0.1 Miles

1: 4,514

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Notes Zoning Board of Appeals
Wednesday , March 15, 2017
109 E Olive Street
Bloomignton IL 61701

MATTHEW L & LISA M SANTIS
1025 SHADOWOOD LN
CRYSTAL LAKE IL 600148386

SAM EVANS
1221 N MASON ST
BLOOMINGTON IL 617011648

BARBARA MCCOWAN
1222 N OAK ST
BLOOMINGTON IL 61701

NATHANIEL W TRICKEY
1223 N MASON
BLOOMINGTON IL 61701

STEPHEN & LAURA GAFFNEY
1224 N OAK ST
BLOOMINGTON IL 617011651

DAVID NABOROWSKI
1225 N MASON ST
BLOOMINGTON IL 617011648

KYLE D SUTTON
1227 N MASON
BLOOMINGTON IL 61701

RANDY KULL & MELVIN KULL ROAD-READY SIGNS
1231 N MASON ST
BLOOMINGTON IL 617011648

SUSAN PELAEZ
1302 N LEE ST
BLOOMINGTON IL 617011643

ANGEL K HALL
1304 N LEE
BLOOMINGTON IL 61701

Tamara Heiman
1306 N Oak St
Bloomington IL 617011653

LORI BALLARD
1307 N OAK
BLOOMINGTON IL 61701

ERIC EITNER
1308 N LEE ST
BLOOMINGTON IL 61701

RANDY MARRS
1308 N OAK ST
BLOOMINGTON IL 617011653

LARRY L FRITCHER
1309 N LEE ST
BLOOMINGTON IL 617011642

FIDEL & JOSEFINA GARCIA
1309 N OAK
BLOOMINGTON IL 61701

RUSSELL G STEVENS
1310 N Lee St
Bloomington IL 617011643

RHETT DILLEY
1310 N MASON ST
BLOOMINGTON IL 617011631

MAPLE HILL PROPERTIES LLC
1311 N OAK ST
BLOOMINGTON IL 61701

MATTHEW R WALTERS
1312 N LEE ST
BLOOMINGTON IL 61701

LEONARD T BOITNOTT
1312 N MASON ST
BLOOMINGTON IL 617011631

DAVID C HEINKEL
1314 N MASON
BLOOMINGTON IL 61701

JOSPEH L & CASSIE N KAUFMAN
1315 N ALLIN ST
BLOOMINGTON IL 617011601

DELTA PROPERTIES INC
1316 E EMPIRE STE A
BLOOMINGTON IL 61704

GERARD & KAREN KINSELLA BERTHEL
14 BRIARWOOD AVE
BLOOMINGTON IL 617011920

MICHAEL RADEMACHER
1404 N LEE ST
BLOOMINGTON IL 617011645

GREGORY VOGEL
1405 N OAK ST
BLOOMINGTON IL 617011654

AARON T WIESSING
1408 N OAK ST
BLOOMINGTON IL 617011655

MICHELLE BAUGHMAN
1409 N. OAK ST.
BLOOMINGTON IL 61701

ROBERT J WILLIAMS
1409 SHERIDAN ST
BLOOMINGTON IL 617013739

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BRAD & MARTHA BUTZIRUS
14225 N 900 EAST RD
BLOOMINGTON IL 617046973

JESSICA PETERSON
1504 N OAK ST
BLOOMINGTON IL 61701

KARRI TURNER
1509 N OAK ST
BLOOMINGTON IL 61701

MCLT LV 21
1716 R T DUNN DR STE 4
BLOOMINGTON IL 617018730

BRIAN JUNGHANS
200 N LINDEN
NORMAL IL 61761

MARK & JENNIFER BOOLMAN
204 S ALLIN ST
BLOOMINGTON IL 617014932

ANNETTA O MILLER TRUSTEE
32 COUNTRY CLUB PL
BLOOMINGTON IL 617013402

CROSSWINDS COMMUNITY CHURCH
400 UNION ST
BLOOMINGTON IL 617011699

D EDWIN LIND
410 SEMINARY AVE
BLOOMINGTON IL 617011665

GENE LEGRAND
503 MAPLE PL
NORMAL IL 617613929

JONATHAN & LINDA CURTIS
1502 NORTH LEE
BLOOMINGTON IL 61701

GEORGE D & TWILA BRADEN
1506 N LEE ST
BLOOMINGTON IL 617011627

LESTER & CAROL GLASSCOCK
1510 N LEE
BLOOMINGTON IL 61701

BETTY R ROLEY
1731 E LINCOLN ST
BLOOMINGTON IL 617016966

KEVIN DRAEGER
202 GRANDVIEW DR
NORMAL IL 617613135

EQUITY TRUST
225 BURNS RD
ELYRIA OH 440351512

TIMOTHY J ROBERTS
37895 NORMANDY RD
WINCHESTER CA 925968447

RYAN & REBECCA LESSEN FIALA
408 W Emerson St
Bloomington IL 617011614

JAMES P & SAMANTHA KIRKTON
410 W EMERSON ST
BLOOMINGTON IL 617011614

JASON L LEINBERGER
504 W SEMINARY ST
BLOOMINGTON IL 61701

LINDA L PATE
1504 N LEE ST
BLOOMINGTON IL 617011627

DONNA THACKER
1508 N LEE
BLOOMINGTON IL 61701

CASEY KETELSEN
16 PEMBROOK CIR
BLOOMINGTON IL 617046296

% DAVID L. ROBBINS DAVID L & JODI S ROBBINS JOINT TENANCY LIVING TRUS
18599 N APACHE PATH
DANVERS IL 617329045

DML REAL ESTATE LLC
202 N CENTER ST STE 2
BLOOMINGTON IL 617013970

LB LLLP
24110 RON SMITH MEMORIAL HWY
HUDSON IL 617487407

PHILIP F ADELEYE
3950 N LAKE SHORE DR APT 1228E
CHICAGO IL 606133446

BRADLEY D & DEBORAH HANEY
409 W EMERSON
BLOOMINGTON IL 61701

PAUL JOHNSON
4681 E 1400 N RD
DANVERS IL 61732

HOMER A SOWDER III
505 W EMERSON ST
BLOOMINGTON IL 617011615

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STEPHEN J WHALEN
507 UNION ST
BLOOMINGTON IL 617011675

PHILLIP S & JUDY ZAHN MILLER MILLER
507 W SEMINARY
BLOOMINGTON IL 61701

EVELYN JOYCE NEAL
512 W KELSEY STREET
BLOOMINGTON IL 61701

STEVEN LISTWAN
513 SEMINARY AVE
BLOOMINGTON IL 617011666

SHANE BROWN
601 W SEMINARY
BLOOMINGTON IL 61701

PHILLIP L & RACHEL BUNTING SMITH
602 W SEMINARY
BLOOMINGTON IL 61704

ROBERT LYLE REINER
604 W SEMINARY AVE
BLOOMINGTON IL 61701

RUSSELL BROCK
605 W SEMINARY AVE
BLOOMINGTON IL 617011668

TODD BUGG
606 N LINDEN ST
NORMAL IL 617611707

MAGDALENO & SANDRA NIETO
607 SEMINARY AVE
BLOOMINGTON IL 617011668

C/O AMCI CJTR LLC
6698 KEATON CORP PARKWAY STE 100
OFALLON MO 633688727

JAMES R VAN VALEY
726 N JACKSON ST
CLINTON IL 617271015

CRAWFORD PROPERTIES
BLOOMINGTON LLC
911 1/2 N MASON ST
BLOOMINGTON IL 617012822

CHICAGO LOGAN DEVELOPMENT
P O BOX 825
NORMAL IL 61761

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CITY OF BLOOMINGTON
REPORT FOR THE BOARD OF ZONING APPEALS
MARCH 15, 2017

CASE NUMBER:	SUBJECT:	TYPE:	SUBMITTED BY:
SP-03-17	603 Seminary Ave	Special Use	Katie Simpson, City Planner

PETITIONER'S REQUEST:	A special use permit to allow a duplex in the R-1C, Single Family Residential District.

STAFF RECOMMENDATION:	Staff determines the **petition meets** the Zoning Ordinance's standards required to allow a special use for duplexes (4.10-3). *Staff recommends the Zoning Board of Appeals pass a motion providing Council with a recommendation to* **approve** *a special use permit for a duplex in the R-1C District at 603 Seminary Ave.*



Location Map of Subject Property

N Δ

NOTICE
The application has been filed in conformance with applicable procedural requirements and public notice was published in *The Pantagraph* on February 27, 2017.

GENERAL INFORMATION
Owner and Applicant: Gerard Berthel and Karen Kinsella

PROPERTY INFORMATION
Legal description
WALNUT HILL LOT 9 BLK 10

Existing Zoning:	R-1C, Single Family Residential District
Existing Land Use:	Formerly used as 3 apartments but destroyed by a fire
Property Size:	Approximately 7,450 square feet (50' X 149')
PIN:	14-33-308-007

Surrounding Zoning and Land Uses

Zoning	Land Uses
North: R-1C, Single family residential district	North: Single/two family home(s)
South: R-1C, Single family residential district	South: Single/two family home(s)
South: M-1, Restricted manufacturing district	South: Social Club/Lodge
East: R-1C, Single family residential district	East: Single/two family home(s)
West: R-1C, Single family residential district	West: Single/two family home(s)
West: M-1, Restricted manufacturing district	West: Railroad tracks/ train depot

Analysis
Submittals
This report is based on the following documents, which are on file with the Community Development Department:

1. Application for Special Use
2. Site Plan
3. Aerial photographs
4. Site visit

PROJECT DESCRIPTION



Picture of Subject Property

Background
The subject site is commonly known as 603 Seminary Street located east of the railroad tracks, west of N. Oak Street, north of Seminary Ave and south of W. Emerson Street. The neighborhood was established in 1887. It consists of single family homes. Duplexes are also found in the neighborhood. The parcel is approximately 7,450 square feet and was previously used as a three unit apartment building. In January 2017, the building was destroyed by a fire. The petitioner would like to rebuild and improve the subject property with a duplex. The R-1C district contemplates a higher density of single family homes and allows for duplexes with a special use permit. In addition to the bulk requirements of Chapter 44, a special use permit for a duplex has the following specific standards identified in Section 44.10-4:

1). Minimum Lot Area: 10,000 square feet
2). Minimum Lot Width: Seventy (70) feet
3). Maximum Height: Thirty five (35) feet or two (2) stories, whichever is less
4) Additional parking requirements: Two (2) parking spaces for each dwelling unit.

Project Description:
The petitioner proposes to construct a two-story duplex, approximately 1008 sq ft per floor. According to the site plan, the proposed duplex will comply with the twenty five (25) foot front and rear yard setbacks in the R-1C district and the six (6) foot side yard setbacks. Additionally, in the rear of the property, there is a concrete parking pad, approximately 45' X 35', and additional space for parking four vehicles. The zoning code allows parking in the rear yard.

Link to Comprehensive Plan: Goal H-1. *Ensure the availability of safe, attractive and high quality housing stock to meet the needs of all current and future residents of Bloomington*. The special use permit promotes housing options for residents.

Goal H-2. *Ensure reinvestment in the established older neighborhoods and compact development of the City.* The special use permit encourages new construction in an older part of the city which will add to the beautification of the area.

Action by the Zoning Board of Appeals
For each special use application the Zoning Board of Appeals shall report to the Council its findings of fact and recommendations, including stipulations of additional conditions and guarantees, when they are deemed necessary for the protection of the public interest or to meet the standards as specified herein.

No special use application shall be recommended by the Zoning Board of Appeals for approval unless such Board shall find:

1. **That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, comfort or general welfare;** the special use permit encourages the construction of a two unit building, which is less dense than the three unit building that previously existed. Additionally, the new construction will provide housing options that comply with the building and zoning codes geared at protecting the health and welfare of residents, and that contribute to the overall quality of

the neighborhood. Other duplexes are found nearby therefore the development is consistent and the property complies with off-street parking requirements which will reduce on-street congestion. The standard is met.

2. **That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;** the special use permit is consistent with patterns of neighborhood development. The duplex will comply with required setbacks and heights protecting the neighboring properties by allowing adequate green space and separation and maintaining a consistent building mass for the neighborhood. Parking will be provided on-site and in the rear of the property. The standard is met.

3. **That the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the zoning district;** duplexes exist in the neighborhood. The special use permit is consistent with other patterns of development. The proposed duplex is consistent with the mass of neighboring single-family and two-family homes. The standard is met.

4. **That the adequate utilities, access roads, drainage and/or necessary facilities have been or will be provided;** the property was improved with apartments. Utilities, access and roads are adequate. The new building will be constructed in the footprint of the former building. The construction will be required to comply with drainage requirements from the city's Engineering Department. The standard is met.

5. **That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets;** Ingress and egress are provided in the rear of the property through an alley, as per the design of the neighborhood. Off street parking will be provided which should reduce congestion on the public streets. The standard is met.

6. **That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may be modified by the Council pursuant to the recommendations of the Zoning Board of Appeals.** The proposed duplex meets the requirements explained in section 44.10-3. Section 44.10-4 requires a minimum lot width of seventy (70) feet and a minimum lot area of 10,000 sq ft. The petitioner is seeking variances from these requirements. If the variances are granted, the standard is met.

STAFF RECOMMENDATION:
Staff finds that the petition **has met the** Zoning Ordinance's standards required to allow a special use for duplexes. Staff recommends the Zoning Board of Appeals provide Council with a recommendation to **approve** a **special use petition** for a duplex in the R-1C district at 603 Seminary Ave, Case SP-03-17.

Respectfully submitted,

Katie Simpson
City Planner

Attachments:

- Draft Ordinance
- Exhibit A-Legal Description
- Petition for a Special Use Permit
- Site Plan
- Aerial Map
- Zoning Map
- Newspaper Notice and Neighborhood Notice w/Map
- Notification Mailing List

DRAFT MINUTES
BLOOMINGTON ZONING BOARD OF APPEALS
REGULAR MEETING - 4:00 P.M.
WEDNESDAY, MARCH 15, 2017
COUNCIL CHAMBERS, CITY HALL
109 EAST OLIVE STREET
BLOOMINGTON, ILLINOIS

Members present: Chairman Bullington, Mr. Briggs, Mr. Brown, Mr. Butts, Ms. Meek, and Mr. Simeone

Members absent: Mr. Kearney

Also present**:** Mr. George Boyle, Assistant Corporation Counsel
Ms. Katie Simpson, City Planner
Tom Dabareiner, Community Development Director

At 4:04PM, Mr. Dabareiner called the roll. With six members in attendance, a quorum was present.

PUBLIC COMMENT: Steve Listwan, 513 W. Seminary Avenue, stated that public debt in taxation without representation for future generations.

MINUTES: The Board reviewed the minutes from February 15, 2017. Mr. Briggs added a statement about the right to appeal a result if the majority has less than five votes. A motion to approve the minutes as corrected was made by Mr. Butts; seconded by Mr. Briggs. The minutes were **approved** by a 6-0 voice vote.

Chairman Bullington explained the meeting procedures.

SP-03-17 Consideration, review and approval of a recommendation to City Council for a special use petition to allow a duplex in the R-1C district at 603 Seminary Ave submitted by Gerard Berthel and Karen Kineslla

Mr. Gerard Berthel and Nicholas Hadden, were sworn in. Mr. Berthel explained that they had a fire and decided to rebuild, and they wish to take it from a 3 unit apartment to a two unit apartment but need a special use to do so. He indicated the structure would be the same footprint. Mr. Simeone asked if the outside of the building would be changed for access purposes; Mr. Hadden responded in the affirmative and while those changes are on the plans the living space itself would rest on the same footprint. Mr. Simeone asked for better plans to review. Ms. Meek asked if these was a remodel or a rebuild; Mr. Hadden indicated it was a new building from the foundation on up.

Mr. Steven Listwan, 513 Seminary Avenue, was sworn in. Mr. Listwan stated he believes this will be high quality housing, in character with the neighborhood. He added it will attract like people to the neighborhood and his investment is welcome. Mr. Listwan stated he supports the duplex and the variances.

Mr. Randy Mars, 1308 N. Oak Street, was sworn in. Mr. Mars stated he originally wanted it single family but now supports the proposed duplex.

Ms. Simpson provided the staff report and recommended in favor of the special use for a duplex. She showed a photo from Google Earth of the former structure which had burned down. She provided the location and described the neighborhood. Ms. Simpson stated the property is zoned R-1C and identified the surrounding uses. She described the access to the property and the tenant parking area which will accommodate 4-5 vehicles. She noted there are existing duplexes in the area. Ms. Simpson noted that the special use permit aligns with the vision of the comprehensive plan. She reviewed the standards for granting a special use and concluded that the standards were met. She stated that access and utilities are all adequate and the mass of the building is consistent with that found in the neighborhood.

Ms. Meek confirmed that the off-street parking requirements are met. Ms. Simpson indicated four spaces are needed and at least four are provided.

Mr. Butts motioned for approval of the special use; seconded by Ms. Meek. The motion **passed** 6-0 with the following votes: Mr. Butts—yes; Ms. Meek—yes; Mr. Briggs—yes; Mr. Brown—yes; Mr. Simeone—yes; Chairman Bullington—yes.

Z-04-17 Consideration, review and approval of the petition for variances submitted by Gerard Berthel and Karen Kineslla for the property located at 603 Seminary Ave to allow: 1) a minimum lot width of 50 ft in lieu of 70 ft for a duplex in the R-1C district (44.10-4), and; 2) a minimum lot area of 7450 sq ft in lieu of 10,000 sq ft for a duplex in the R-1C district (44.10-4)

Chairman Bullington provided an opportunity for the petitioner or anyone else to come forward and make a separate case regarding the variances. Because no one expressed an interest in doing so, he turned the presentation back over to Ms. Simpson.

Ms. Simpson provided the staff report focused on the two variances requests. She stated staff supports the two variances. She stated that many duplexes exist in the neighborhood on similarly sized lots. Because the neighborhood was established prior to the existence of the codes in question, she added, undersized lots are common in the area. Ms. Simpson reviewed the standards for granting a variance. She believes there is a physical hardship not of the owner's making which make it difficult to comply with the code. She stated there are similar or denser rental uses in the neighborhood and the duplex is consistent with the intended and allowed uses here. She believes neighborhood character will be maintained.

Mr. Butts motioned for approval of the special use; seconded by Mr. Briggs. The variance requests **passed** 6-0 with the following votes: Mr. Butts—yes; Mr. Briggs—yes; Mr. Brown—yes; Ms. Meek—yes; Mr. Simeone—yes; Chairman Bullington—yes.

Chairman Bullington explained the ZBA approved the variance, which they have the authority to do, and the ZBA has made a favorable recommendation to the City Council on the special use. He suggested the petitioner tale with staff for more information.

OTHER BUSINESS:

Mr. Briggs asked about the financial disclosure form and whether he needed to fill it out. Mr. Dabareiner responded that the form asks about business conducted over the prior year, so should be completed. Mr. Boyle explained that staff, commission and board members need to fill it out.

Ms. Meek stated that she will be reappointed for two years. Mr. Boyle confirmed that terms continue through April.

NEW BUSINESS:

ADJOURNMENT:
Mr. Butts motioned to adjourn; seconded by Mr. Brown. It was approved by voice vote and the meeting was adjourned at 4:31PM.

Respectfully submitted
Tom Dabareiner, AICP
Secretary

CONSENT AGENDA ITEM NO. 7V

FOR COUNCIL: April 24, 2017

SUBJECT: Consideration of an Ordinance Amending Bloomington City Code Chapter 39 Taxation.

RECOMMENDATION/MOTION: Recommend that the Ordinance be approved and the Mayor and City Clerk authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 1: Financially Sound City Providing Quality Basic Services; Goal 3: Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE: Objective 1.d. City Services delivered in the most cost-effective, efficient manner; Objective 3.e. Strong working relationship among the city, businesses, economic development organizations.

BACKGROUND: Bloomington City Code Chapter 39 contains the tax ordinances for the City. Local taxes which include food & beverage, hotel/motel, packaged liquor, local motor fuel, amusement tax, auto use tax have been levied under various administrations, and Code now contains many internal inconsistencies. In addition, policy and procedure of the City sometimes varies from the Code. The City's Finance Department has operated under informal policies and procedures which have evolved to incorporate changes in state law, to adapt to the operational realities of Tyler Munis software, and to maximize efficiencies of the tax collection process.

Inquiry, new business registration, various tax forms, required back up records, late payments and delinquencies require extensive hours of customer service. The City receives 6,300 tax filings per year, and the Finance Department only has one staff member to process the filings. The addition of a contract accounting manager has provided an opportunity to aid in the management of delinquencies, to streamline the local tax program, and to provide more informative and business friendly interactions.

City staff believes it to be in the best interest of the City to formalize these policies and procedures, and to revise the Code to eliminate inconsistencies between Articles. This will reduce confusion among business owners, increase efficiency within the Finance Department, and clarify the requirements found in Chapter 39 of the City Code.

Note: The City collects food & beverage tax on behalf of Town of Normal. The Town of Normal collects auto use tax on behalf of the City.

This ordinance amendment makes the following changes:

- The amendment standardizes the tax payment due date to the 25th of each month for all taxes levied and collected by the City. Currently, the tax due date varies depending on the tax being paid. This is confusing for businesses that pay more than one local tax which has resulted in inadvertent late fees for conscientious tax payers.

- The City's Finance Director is authorized to promulgate rules and regulations to enforce/clarify all local taxes under the amended ordinance, as opposed to the current ordinance which only allows rules for a few taxes. Finance will work with the Legal Department to standardize polices and create routine operating procedures.
- The amendment eliminates a requirement that taxes paid in excess of taxes owed accumulate interest at 6% per year. Currently, if a business overpays tax to the City, the City is required to hold that tax and apply 6% per year in interest to the principal amount until a refund is requested. The economic realities of today's economy dictate that this interest should be eliminated, as the current federal interest rate is set at 1%.
- Business owners who collect local taxes currently take a 1% deduction for collecting and remitting tax to the City of Bloomington; however, for *some* taxes, that deduction is only collectable if the tax is timely paid. Tax payers often take the 1% deduction regardless of whether the tax is timely paid. Since these amounts are minimal (typically less than $10), collection actions of these funds is not recommended. The time and resources to manage this deduction would be better used on other program initiatives. The estimated revenue loss is $3,300 per year.
- The interest rate for late payments is increased from 1.5% to 2.0% per month. Currently, Normal charges 2.0% interest and Bloomington charges 1.5% interest. This has led to administrative difficulties in collecting proper interest due to the fact that Bloomington and Normal share tax collection burdens. This has also been a source of confusion for local business owners. If late payment trends continue, revenue could increase by $3,500. In addition, this will have a nominal impact on each individual taxpayer, especially in light of the change allowing for a 1% commission retention regardless of payment time.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None.

FINANCIAL IMPACT: This ordinance is intended to clarify inconsistencies in the code, and bring the Code and City policy and procedure into alignment. These changes are estimated to have a minimal overall financial impact but a positive impact on the business community. Respectfully submitted for Council consideration.

Prepared by: Gregory E. Moredock, Sorling Northrup Counsel

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Ordinance

ORDINANCE 2017 - ___

AN ORDINANCE AMENDING CHAPTER 39 OF THE CITY CODE ON LOCAL TAXES

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

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/8-11 et seq. provides home rule municipalities to levy and collect certain taxes; and

WHEREAS, the State of Illinois has passed the Local Government Taxpayer's Bill of Rights Act which governs the rights and responsibilities of local government taxpayers (50 ILCS 45/1 et seq.); and,

WHEREAS, Chapter 23 Article VIII, of the City Code imposes a tax for the privilege and use of renting a hotel or motel room within the City; and,

WHEREAS, Chapter 23 Article XVI, of the City Code outlines the tax rights and responsibilities within the City; and,

WHEREAS, Chapter 23 Article XVI, of the City Code imposes a tax on the privilege of purchasing prepared food items for immediate consumption and alcoholic liquor prepared at a restaurant, bar, or other establishment within the City; and,

WHEREAS, Chapter 23 Article XVIII, of the City Code imposes a tax on the purchase of each gallon of motor fuel, or fraction thereof, sold within the City; and,

WHEREAS, Chapter 23 Article XIX, of the City Code imposes a tax on the purchase of each gallon of motor fuel, or fraction thereof, sold within the City; and,

WHEREAS, these taxes were passed at different times by different administrations which has given rise to several inconsistencies within the City Code, specifically between the aforementioned Articles; and,

WHEREAS, the City's Finance Department has operated under informal policies and procedures which have evolved to incorporate changes in state law, to adapt to the operational realities of Tyler Munis software, and to maximize efficiencies of the tax collection process; and,

WHEREAS, it is in the best interest of the City to formalize these policies and procedures, and to revise the code to eliminate inconsistencies between Articles in order to reduce confusion among business owners, increase efficiency within the Finance Department, and clarify the requirements found in Chapter 39 of the City Code.

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. Chapter 39 of the Bloomington City Code is hereby amended by modifying: Article XIX, Sections 1 and 2; Article VII, Section 28; Article IX, Section 41; Article XI, Section 141; Article XIV, Sections 201 and 209; Article XV, Sections 303, 307, and 311; Article XVI, Sections 325 and 329; Article XVII, Section 355, Article XVIII, Sections 372, 373, and 375; Article XIX, Section 401, 404, and 406; and by adding the following new sections: Section 33 in Article VIII; Section 320 in Article XV; and Section 411 in Article XIV as attached in "Exhibit A."

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 _____, 2017.

APPROVED this ____ day of _____, 2017.

APPROVED:

_____
Tari Renner
Mayor

ATTEST:

_____
Cherry Lawson
City Clerk

EXHIBIT A
CODE AMENDMENTS TO CHAPTER 39

ARTICLE XIX
AMUSEMENT TAX

SEC. 1 ALL COMPANIES NOT INCORPORATED UNDER LAWS OF ILLINOIS TO PAY TAX.

All companies, corporations, and associations not incorporated under the laws of the State of Illinois, and which are engaged in the City in effecting fire insurance shall pay to the ~~Director of Finance~~Finance Director on or before the fifteenth (15th) day of July in each and every year the sum of two (2) per cent of the gross receipts received by their agency in said City during the year immediately preceding the first (lst) of July prior to the day when said money must be paid over to said Director.

SEC. 2 DUTY OF AGENTS.

Every person who shall act in the City as agent, or otherwise, for or on behalf of any such corporation, company, or association shall, on or before the fifteenth (15th) day of July of each year, render to the ~~Director of Finance~~Finance Director of the City a full, true, and just account, verified by his oath, of all the premiums which during the year ending on every first (lst) day of July preceding said report shall have been received by him or any other person for him in behalf of any such corporation, company, or association and shall specify in said report the amounts received for fire insurance. Such agents shall at the time of making such report pay over to the said ~~Director of Finance~~Finance Director the sum or sums of money herein specified. Any default by not fully complying with any requirements of this Article shall not relieve any company, corporation, or association from the payment of any risk that may be undertaken in violation of this Article.

ARTICLE VIII
TAX UPON THE USE AND PRIVILEGE OF RENTING A HOTEL OR MOTEL ROOM

SEC. 28 TRANSMITTAL OF TAX REVENUE.

(a) The owner or owners of each hotel or motel room within the City of Bloomington shall file tax returns showing tax receipts received with respect to each hotel and motel room during each one (1) calendar month period commencing on and including January 1, and for each successive calendar month period thereafter prescribed by the City Treasurer. The returns shall be. due on or before the ~~last day~~25th day of the calendar month succeeding the end of the monthly filing period and the returns shall indicate for what period the return is to be filed; i.e., return for January tax receipts due on or before the ~~last~~ 25th day of February.

(b) The first taxing period for the purpose of this ordinance shall commence on January 1, 2003, and the tax return payment for such period shall be due on or before the last day of February, 2003. Thereafter, reporting period and taxes shall be paid in accordance with the provisions of this ordinance. At the time of filing said tax returns, the owner shall pay to the City Treasurer all taxes due for the period to which the tax return applies.

(c) The owner or owners filing tax returns will be entitled to withhold from tax collections a service fee equal to 1% (one percent) of the amounts collected and timely remitted to the department.

SEC. 33 RULES AND REGULATIONS.

The Finance Director is authorized to adopt, promulgate and enforce rules and regulations pertaining to the administration and enforcement of this Article.

ARTICLE IX
GROSS RECEIPTS UTILITY TAX

SEC. 41

On or before the last day of August, 1979, each taxpayer shall make a return to the ~~Director of Finance~~Finance Director for the months of May, June and July, 1979 stating:

(1) His name;

(2) His principal place of business;

(3) His gross receipts during those months upon the basis of which the tax is imposed;

(4) Amount of tax;

(5) Such other reasonable and related information as the corporate authorities may require.

On or before the last day of every third month thereafter, each taxpayer shall make a like return to the ~~Director of Finance~~Finance Director for a corresponding three month period.

The taxpayer making the return herein provided shall, at the time of making such return pay to the City the amount of tax herein imposed; provided that in connection with any return the taxpayer may, if he so elects, report and pay an amount based upon his total billings of business subject to the tax during the period for which the return is made (exclusive of any amount previously billed) with prompt adjustments of later payments based upon any differences between such billings and the taxable gross receipts.

ARTICLE XI
HOME RULE MUNICIPAL RETAILER'S AND SERVICE OCCUPATION TAX

SEC. 141 DEFINITIONS.

For the purpose of this Article, when any of the following words or terms are used herein, they shall have the meaning or construction ascribed to them in this Section.

(a) “City" means the City of Bloomington, Illinois.

(b) “Department" means the Finance Department of the City of Bloomington.

(c) "Director” means the ~~Director of Finance~~Finance Director of the City of Bloomington.

ARTICLE XIV
CITY OF BLOOMINGTON TELECOMMUNICATIONS TAX

SEC. 201 DEFINITIONS.

When any of the following words or terms are used in this chapter, whether or not capitalized, they shall have the meaning or construction ascribed to them in this Section:

(a) “City” means the City of Bloomington, Illinois.

(b) “Department” or “Department of Finance” means the Department of Finance of the City.

(c) “Director” or “~~Director of Finance~~Finance Director” means the Director of Finance of the City.

SEC. 209 RULES AND REGULATIONS.

The ~~Director~~ Finance Director is authorized to adopt, promulgate and enforce rules and regulations pertaining to the administration and enforcement of this ~~Chapter~~Article.

ARTICLE XV
TAX RIGHTS AND RESPONSIBILITY

SEC. 303 DEFINITIONS.

Certain words or terms herein shall have the meaning ascribed to them as follows:

"Act" means the "Local Government Taxpayers' Bill of Rights Act."

"Corporate Authorities" means the City's Mayor and City Council.

"Locally imposed and administered tax" or "tax" means each tax imposed by the City that is collected or administered by the City not an agency or department of the State. It does not include any taxes imposed upon real property under the Property Tax Code or fees collected by the City other than infrastructure maintenance fees.

"Local tax administrator," the City's ~~Director of Finance~~Finance Director, is charged with the administration and collection of the locally imposed and administered taxes, including staff, employees or agents to the extent they are authorized by the local tax administrator to act in the local tax administrator's stead. The local tax administrator shall have the authority to implement the terms of this ordinance to give full effect to this ordinance. The exercise of such authority by the local tax administrator shall not be inconsistent with this ordinance and the Act.

SEC. 307 CERTAIN CREDITS AND REFUNDS.

(a) The City shall not refund or credit any taxes voluntarily paid without written protest at the time of payment in the event that a locally imposed and administered tax is declared invalidly enacted or unconstitutional by a court of competent jurisdiction. However, a taxpayer shall not be deemed to have paid the tax voluntarily if the taxpayer lacked knowledge of the facts upon which to protest the taxes at the time of payment or if the taxpayer paid the taxes under duress.

(b) The statute of limitations on a claim for credit or refund shall be one (1) year after the end of the calendar year in which payment in error was made. The City shall not grant a credit or refund of locally imposed and administered taxes, interest, or penalties to a person who has not paid the amounts directly to the City.

(c) The procedure for claiming a credit or refund of locally imposed and administered taxes, interest or penalties paid in error shall be as follows:

(A) The taxpayer shall submit to the local tax administrator in writing a claim for credit or refund together with a statement specifying:

(i) the name of the locally imposed and administered tax subject to the claim;

(ii) the tax period for the locally imposed and administered tax subject to the claim;

(iii) the date of the tax payment subject to the claim and the canceled check or receipt for the payment;

(iv) the taxpayer's recalculation, accompanied by an amended or revised tax return, in connection with the claim; and

(v) a request for either a refund or a credit in connection with the claim to be applied to the amount of tax, interest and penalties overpaid, and, as applicable, related interest on the amount overpaid; provided, however, that there shall be no refund and only a credit given in the event the taxpayer owes any monies to the City.

(B) Within ~~ten~~ thirty (30~~10~~) days of the receipt by the local tax administrator of any claim for a refund or credit, the local tax administrator shall either:

(i) grant the claim; or

(ii) deny the claim, in whole or in part, together with a statement as to the reason for the denial or the partial grant and denial.

(C) In the event the local tax administrator grants, in whole or in part, a claim for refund or credit, the amount of the grant for refund or credit shall ~~bear interest at the rate of six per cent (6%) per annum, based on a year of 365 days and the number of days elapsed, from the date of the overpayment to the date of mailing of a refund check or the grant of a credit.~~ not bear any interest.

SEC. 311 INTEREST AND PENALTIES.

In the event a determination has been made that a tax is due and owing, through audit, assessment or other bill sent, the tax must be paid within the time frame otherwise indicated. For any locally imposed tax under this Chapter 39 or the City that is not paid when required, or only partially paid, or when no tax return is timely filed, the provisions of Section 311(a) and (b) below shall be applicable.

(a) Interest. The City hereby provides for the amount of interest to be assessed on a late payment, underpayment, or nonpayment of the tax, together with any unpaid interest assessed on such tax, to be ~~one and one-half~~two per cent (~~1.5~~2.0%) per month.~~, based on a 30 day month and the number of days elapsed.~~

(b) Late Filing and Payment Penalties. If a tax return is not filed within the time and manner provided by the controlling tax ordinance, a late filing penalty, of five percent (5%) of the amount of tax required to be shown as due on a return shall be imposed; if any tax is not paid within the time and manner provided by the controlling tax ordinance, a late payment penalty of five percent (5%) of the tax due shall be imposed. City shall not impose both a late filing penalty and a late payment penalty for the same return. If no return is filed within the time or manner provided by the controlling tax ordinance and prior to the City issuing a notice of tax delinquency or notice of tax liability, then a failure to file penalty shall be assessed equal to twenty-five percent (25%) of the total tax due for the applicable reporting period for which the return was required to be filed. A late filing or payment penalty under this Article shall not apply if a failure to file or pay penalty is imposed by the controlling ordinance.

SEC. 320 RULES AND REGULATIONS.

The local tax administrator may promulgate rules and regulations not inconsistent with the provisions of this Article XV concerning the enforcement and application of this Article XV.

ARTICLE XVI
FOOD AND BEVERAGE TAX

SEC. 325 DEFINITIONS.

For purposes of this Chapter, whenever any of the following words, terms or definitions are used herein, they shall have the meaning ascribed to them in this Section:

"Alcoholic Liquor" means any spirits, wine. beer, ale or other liquid containing more than one-ha1f of one percent of alcohol by volume, which is capable of being consumed as a beverage by a human being.

"Prepared Food Item for Immediate Consumption" means and includes any and all material, whether solid, semi-solid or liquid used or intended to be used for human consumption and for nourishment of the human body. The term defined herein includes any and all alcoholic liquor beverages, except for alcoholic liquor purchased in the original package for consumption off the premises where sold. ~~The term excludes soft drinks as defined in Section 2-10 of the Illinois Retailers' Occupation Tax Act (35 ILCS 120/2-10).~~ The term shall include and be limited to:

1. Food items purchased at a restaurant, bar or other establishment where facilities are provided for on-premise consumption, but such term shall not include food items not intended for immediate consumption purchased from other areas of any such establishment where such facilities providing on-premise consumption utilize a separate means of collecting receipts for such food purchased for immediate consumption and are physically separated from such other areas in the establishment.

2. Food items purchased from concession stands, snack shops and other establishments which sell food items primarily in individual sized servings, such as ice cream cones, candy bars and individually serve sandwiches, for immediate on-premise or off-premises consumption; and

3. Food items which are purchased hot or are otherwise purchased prepared for immediate on-premise or off-premise consumption from catering establishments and restaurants with delivery services, except food items prepared off the premises.

For purposes of this Section, "food items prepared off the premises" means food items which are grilled, broiled, baked, fried or cooked in some other similar manner off the premises of the retailer. Such term shall not include food items which are precooked and then heated or warmed-up off the premises or food items which were previously cooked or prepared and then reheated off the premises.

"Retailer" means any person or persons having a sufficient proprietary interest in conducting a business which sells prepared food items for immediate consumption or alcoholic liquor so as to entitle such person or persons to all or a portion of the net receipts from the sale thereof.

"Person" means any natural person, trustee, court appointed representative. syndicate, association, partnership, firm, club, company, corporation, business trust, institution, agency, government corporation, municipal corporation, district or other political subdivision, contractor, supplier, vendor, vendee, operator, user or owner, or any officers, agents, employees or other representative, acting either for himself or herself or for any other person in any capacity, or any other entity recognized by law as the subject of rights and duties. The masculine, feminine, singular or plural is included in any circumstance.

"Restaurant" means and includes any public place kept, used, maintained, advertised and held out to the public, as a place at which prepared food items for immediate consumption are served and/or prepared, whether or not consumed or intended to be consumed on the premises, but shall not include coin-operated automatic food dispensing machines.

“Bar" means and includes an establishment for the serving of alcoholic liquor.

SEC. 329 RULES AND REGULATIONS.

The ~~Finance Director~~Finance Director of the City of Bloomington may promulgate rules and regulations not inconsistent with the provisions of this Article XVI concerning the enforcement and application of this Article XVI. The term "rules and regulations" includes, but is not limited to, a case by case determination whether or not the tax imposed by this Article XVI applies.

ARTICLE XVII
PACKAGE LIQUOR TAX

SEC. 355 RULES AND REGULATIONS.

The ~~City Manager~~Finance Director of the City of Bloomington may promulgate rules and regulations not inconsistent with the provisions of this Article concerning the enforcement and application of this Article. The term "rules and regulations" includes, but is not limited to, a case by case determination whether or not the tax imposed by this Article applies. (Ordinance No. 2003-57)

ARTICLE XVIII
LOCAL MOTOR FUEL TAX

SEC. 372 COLLECTION BY RETAIL GASOLINE DEALERS.

(a) Each retail gasoline dealer in the City shall have the duty to collect the local motor fuel tax from each purchaser of motor fuel at the time the consideration for such purchase is paid and to remit said collection to the City in the time required by Section 373(a). Any person filing a return may retain 1% ~~percent~~ of the tax they collect to reimburse them for expenses incurred in connection with collections and remitting the tax. ~~This commission shall not be allowed for taxes not timely remitted to the Finance Department.~~

(b) Each retail gasoline dealer shall be the trustee for the City in the collection and remittance of such local motor fuel taxes.

(c) If any retail gasoline dealer fails to collect the local motor fuel tax, such retail gasoline dealer shall remain liable for the local motor fuel tax not collected and shall pay the amount of the local motor fuel tax due to the City in accordance with this article.

(d) Each retail gasoline dealer shall have the duty to maintain complete and accurate books, records and accounts showing the gross receipts for the sale of motor fuel and the taxes collected from the purchaser thereof, which shall be available in the City for examination and for audit by the City upon reasonable notice during customary business hours. (Ordinance No. 2014-34)

SEC. 373 TRANSMITTAL OF TAX REVENUE; CREDITS AND REFUNDS.

(a) Each retail gasoline dealer in the City shall file tax returns showing the gross receipts received during each calendar month period upon forms provided by the City Finance Director. Returns for each calendar month will be due on or before the 25th day of the next calendar month, (e.g. the return for January shall be due on or before the 25th day of February). ~~A sworn monthly return shall be filed with the Finance Director by all retail gasoline dealers in the City in a format prescribed by the Finance Director, containing such information as the Finance Director~~

~~may reasonably require, including all receipts from taxable purchases of motor fuel and the tax collected therewith, which return shall be filed and the tax collected therewith due on the same due date as established for filing the Illinois Department of Revenue's ST-1 sales and use tax return or the twentieth (20th) day of the month following the month in which the tax was collected, whichever is earlier~~.

(b) Every bulk user shall transmit to the Finance Department ~~no later than the 20th day of each calendar month~~on or before the 25th of each calendar month, a sum of money equal to the amount of motor fuel tax owing for the preceding month, accompanied by a sworn monthly return in a format prescribed by the Finance Director containing such information as the Finance Director may reasonably require. (Ordinance No. 2014-34)

SEC. 374 REVENUE TO BE USED FOR TRANSPORTATION INFRASTRUCTURE PROJECTS.

The revenue produced by the tax imposed in Section 371 shall be used for transportation infrastructure projects.

SEC. 375 RULES AND REGULATIONS.

The ~~Finance Director~~Finance Director shall cause the provisions of this article to be enforced and administered and in order to do so is authorized to promulgate and publish such rules and regulations and make such rulings and decisions not in conflict with this article which he/she may deem necessary to administer and enforce the provisions of this ~~article~~Article.

ARTICLE XIX
AMUSEMENT TAX

SEC. 401 DEFINITIONS.

For the purposes of this Section Article XIX, the following definitions apply unless the context clearly indicates or requires a different meaning:

(a) "Amusement" means and includes the provision of exhibitive entertainment, including, but not by way of limitation, the following activities and sports: any theatrical, dramatic, musical or artistic performance; motion picture show or movie; video or videotape; digital versatile disk (DVD); subscription video programming services; carnival; and athletic contest, sport or game, including, but not limited to, archery, shooting galleries and shooting ranges, boxing, wrestling, skating, dancing, swimming, racing or riding animals or vehicles, baseball, basketball, softball, football, tennis, racquetball, handball, golf, hockey, track and field games, soccer, rugby, bowling, billiards and pool games.

(b) "Gross Receipts" means all fees or charges received or collected in the form of admission fees or other charges for admission to or for the use or rental of any amusement for the purpose of witnessing, participating in, or utilizing any amusement regardless of whether such fees or charges are characterized as admission fees, membership fees, use charges, rent, rental or

service charges, exclusive of any other fee or tax imposed by the United States government, the State of Illinois, the City or any other governmental unit. A fee or charge which entitles the patrons in regard to any amusement operated within the corporate limits of the City to bona fide services in addition to, or unrelated to, the witnessing or watching the amusement, will not be subject to the tax provided for in this Section, provided, however:

1. Where a fee or charge is comprised of identifiable components, packages or tiers, the tax provided for in this Article ~~XV~~ XIX will be imposed on any such components, packages or tiers that (a) provide solely for admission to any facility for the purposes of witnessing any amusement, or (b) are a condition precedent to being granted permission to witnessing or watching any amusement; and

2. Where a single fee or charge for admission to any facility for the purpose of witnessing any amusement also entitles the patron of the amusement to the incidental use of appurtenant services or facilities, the tax provided for in this Article ~~XV~~ XIX will be imposed on such fee or charge, provided the predominant activity of the facility is an amusement, unless an allocation order has been issued as provided for in Section ~~3~~4406 of this Article ~~XV~~XIX.

(c) "Person" means any natural individual, firm, organization, society, foundation, institution, partnership, association, joint stock company, joint venture, limited liability company, public or private corporation, receiver, executor, trustee or other representative appointed by order of any court, or any other entity recognized by law.

(d) "Owner" means any Person having an ownership interest in or conducting the operation of a place or business which provides amusements.

(e) "Subscription video programming service" means a cable service or video service, as such terms are defined in the Cable and Video Competition Law of 2007, as amended, 220 ILCS 5/21-201.

SEC. 404 TRANSMITTAL OF TAX REVENUE BY OWNER.

(a) Each owner which provides amusements must file tax returns showing the gross receipts received during each calendar month period upon forms provided by the City Finance Director. Returns for each calendar month will be due on or before the 25th day of the next calendar month, (e.g. the return for January shall be due on or before the 25th day of February; the return for February shall be due on or before the 25th day of March; etc.). Notwithstanding the foregoing, in the event that the owner of the place which provides amusements is allowed to file Illinois Retailers' Occupation Tax and Illinois Service Occupation Tax returns with the Illinois Department of Revenue at intervals which are greater than monthly, that owner will be allowed to file tax returns relative to the tax imposed by this Article XIX~~XV~~ with the City at the same intervals. At the time of the filing of said tax returns, the owner will pay to the City Treasurer all taxes due for the period to which the tax return applies.

(b) If, for any reason, any tax due pursuant to this Section 404 is not paid when due, penalties and interest will be imposed in accordance with the provisions of Article ~~XV~~XIX, Section 311 of this Chapter 39.

(c) Any person filing a return may retain 1 percent of the tax they collect to reimburse them for expenses incurred in connection with collections and remitting the tax. ~~This commission shall not be allowed for taxes not timely remitted to the Finance Department.~~

SEC. 406 ALLOCATION ORDERS.

(a) A person, obligated to pay the tax provided for in this Article ~~XV~~ XIX may apply for an allocation order by submitting a written application to the Finance Department, on a form provided by the Finance Department, together with an application fee in an amount established from time to time by the Finance Director.

(b) The Finance Director will select a reasonable time and place for a hearing upon each application, provide the applicant with written notice of the hearing date, by certified mail, not less than 15 days prior to such hearing, and preside over the hearing. Any person or owner may appear at the hearing or by attorney. The Finance Director will forward written recommendations to the City Manager within 30 days of the close of such hearing.

(c) The Finance Director will not recommend, and the City Manager will not issue an allocation order unless the applicant establishes, by clear and convincing evidence at the hearing, that a specific portion or portions of the fee or charge is attributable to nonamusement items, services or facilities. An allocation order will set forth the specific portion or portions of the fee or charge attributable to nonamusement items, services or facilities and the specific portion or portions attributable to an amusement. From and after the issuance of an allocation order, the owner named in the allocation order will pay the tax imposed under this Article ~~XV~~XIX, with respect to the subject fee or charge, based only upon the portion or portions of the subject fee or charge attributable to the amusement.

SEC. 411 RULES AND REGULATIONS.

The Finance Director shall cause the provisions of this article to be enforced and administered and in order to do so is authorized to promulgate and publish such rules and regulations and make such rulings and decisions not in conflict with this article which he/she may deem necessary to administer and enforce the provisions of this Article.

CONSENT AGENDA ITEM NO. 7W

FOR COUNCIL: April 24, 2017

SUBJECT: Consideration of an Ordinance Approving the Salary of the City Manager.

RECOMMENDATION/MOTION: That the Ordinance Approving the Salary for the City Manager and Providing for Retroactive Payment be approved, and the Mayor and City Clerk be authorized to execute the Ordinance.

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: On December 8, 2008, the Council approved the initial employment agreement with David A. Hales, City Manager. The original contract had an expiration date of April 30, 2009. On May 11, 2009, the City entered into a second contract with Mr. Hales. This contract was amended on April 22, 2013, and then on May 9, 2016, extending the term of employment through July 11, 2018.

The City Manager is receiving a commendable rating for his performance, along with a proposed salary increase of 1.9% based on the City's performance review standards. An ordinance setting this new salary is therefore on the table for consideration.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The financial terms are set forth in the attached contract.

Respectfully submitted for Council consideration.

Prepared by: Nicole Albertson, HR Director

Reviewed by: Jeffrey R. Jurgens, Corporation Counsel

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

Recommended by:

Tari Renner

Tari Renner, Mayor

Attachments:

- Ordinance

ORDINANCE NUMBER

AN ORDINANCE ESTABLISHING THE SALARY FOR THE CITY MANAGER

WHEREAS, the salary of the City Manager David A. Hales was last increased January 12, 2016, said salary being $185,190.05; and

WHEREAS, in the contract between the City of Bloomington and David A. Hales, the City agreed to increase said salary and/or other benefits of the City Manager in such amounts, and to such extent as the City Council may determine that it is desirable to do so on the basis of an annual salary review of said Manager subject to satisfactory performance evaluations; and

WHEREAS, the performance of the City Manager was Commendable, which resulted in an increase of 1.9% in the City Manager's base salary effective January 12, 2017.

BE IT ORDAINED BY THE CITY COUNCIL OF THE

CITY OF BLOOMINGTON, ILLINOIS:

Section One: The base salary of the City Manager is established to be $188,660, effective January 12, 2017.

Section Two: This ordinance shall be effective upon passage and approval.

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

PASSED this _____ day of _____, 20__

APPROVED this _____ day of _____, 20__

APPROVED:

_____

Tari Renner, Mayor

ATTEST:

_____

Cherry Lawson, City Clerk

CONSENT AGENDA ITEM NO. 7X

FOR COUNCIL: April 24, 2017

SUBJECT: Consideration of an Ordinance Budget Amendment approving Actuarial Valuation for Other Post-Employment Benefits (OPEB) Services in the amount of $9,000 with Arthur J. Gallagher as a limited source provider.

RECOMMENDATION/MOTION: Recommend approving the Ordinance, the OPEB Valuation Services of Arthur J. Gallagher be approved as a limited source, the engagement letter executed, authorize the Mayor and City Clerk to execute the Ordinance, and the City Manager and the City Clerk executing the engagement letter.

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: Governmental Accounting Standards require a periodic actuarial valuation to calculate liabilities related to the City's post-retirement health care benefits. This information is used in preparation of the City's Comprehensive Annual Financial Report (CAFR). This is in compliance with Governmental Accounting Standards Board Statement 45.

The City currently contracts with Arthur J. Gallagher for various benefit services. Arthur J. Gallagher is a member of the National Public Employer Labor Relations Association (NPELRA) and the Illinois chapter (IPELRA). The City Human Resources Department belongs to this professional organization. Arthur J. Gallagher provides discounted rates on services provided to members of NPELRA. Arthur J. Gallagher has prepared the actuarial valuation of the City's post-retirement health care benefits for use in the CAFR preparation the last several years.

We would like to proceed with contracting with Arthur J. Gallagher for this service as they are familiar with our benefits program and already have some census data from the other work they are currently doing for the City. We believe the data gathering phase will be more efficient for both City staff and Arthur J. Gallagher due to our current working relationship.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not Applicable

FINANCIAL IMPACT: Arthur J. Gallagher & Co. has quoted a cost of $9,000 to complete the valuation and provide a report. The City does not anticipate requiring a formal presentation and therefore would not incur any travel costs as noted in the proposal. The fees for this service are proposed to be paid from the FY 2018 budget in the Employee Group Healthcare Fund account - Other Professional and Technical Services (60200290-70220). This expense was omitted from the FY 2018 Budget so a FY 2018 Budget Amendment Ordinance is also attached for approval.

COMMUNITY DEVELOPMENT IMPACT: *Not applicable*

Link to Comprehensive Plan/Downtown Plan Goals: Not applicable

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

Respectfully submitted for Council consideration.

Prepared by: Paulette Hurd, Chief Accountant

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Ordinance Budget Amendment
- Exhibit 1 - Budget Amendment Detail line items
- AJ Gallagher's Retiree Health Valuation (GASB45) Proposal
- Limited Source Justification Form

ORDINANCE NO. 2017 –

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2018

WHEREAS, on April 10, 2017 by Ordinance Number 2017-26, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2018, which Ordinance was approved by Mayor Tari Renner on April 11, 2017; and

WHEREASE, a budget amendment is needed as detailed below;

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

Section One: Ordinance Number 2017-26 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2018) is further hereby amended by inserting the following line item and amount presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2017-26 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2017-26.

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

PASSED the 24th day of April, 2017.

APPROVED the ____day of April, 2017.

APPROVED:

_____
Tari Renner
Mayor

ATTEST:

_____
Cherry L. Lawson
City Clerk

APPROVED AS TO FORM

_____
Jeffery R. Jurgens
Corporation Counsel

Exhibit 1

Account #	Fund	Account Description	Amount
60200290-40000	Employee Group Healthcare	Use of Fund Balance	$ (9,000.00)
60200290-70220	Employee Group Healthcare	Other Professional and Technical Services	$ 9,000.00
		Net Budget Increase/(Decrease)	$ -

Arthur J. Gallagher & Co.
BUSINESS WITHOUT BARRIERS™

Healthcare Analytics Consulting

City of Bloomington

GASB 45 Proposal

April 4, 2017

Arthur J. Gallagher & Co.
Healthcare Analytics Consulting
125-310 Village Boulevard, Princeton, NJ 08540
Phone: 609.452.2488 – Fax: 609.452.2668

Re: Retiree Health Valuation (GASB 45) Proposal

Thank you for the opportunity to provide a quote to perform a GASB 45 retiree health valuation for the City of Bloomington ("City") this year. Following is background information on GASB 45, how much time it would take, what the deliverable would look like, and the fees associated with the project.

Background of GASB 45
GASB 45 requires that expenses associated with retiree health benefits be accrued over the working lifetime of employees, rather than expensed on a pay-as-you-go basis as retirees incur claims. The statement establishes uniform financial reporting and accounting standards for state and local governments for post-employment benefits other than pensions ("OPEB"). GASB requires that all government entities conduct actuarial valuations every two or three years depending on the entity's size.

New GASB 74/75 Regulations
For employers using a trust to fully or partially fund the OPEB benefit, GASB 74 is replacing GASB 43 for fiscal year valuations starting after June 15, 2016. For other employers, GASB 75 will be replacing GASB 74 for fiscal year valuations starting after June 15, 2017. GASB 43/45 and 74/75 require that expenses associated with retiree health benefits be accrued over the working lifetime of employees, rather than expensed on a pay-as-you-go basis as retirees incur claims. The statement establishes uniform financial reporting and accounting standards for state and local governments for postemployment benefits other than pensions ("OPEB"). The City has the option to convert early, however separate pricing exists for GASB 74/75.

The Deliverable
We will review and analyze all retiree benefits and develop assumptions based on the City's retiree health benefit program and associated experience. Using this information we will project the expected future liability for all current and potential retired members. From this analysis, we will issue a formal valuation report that includes the following information:

- All required GASB 45 disclosures; including the Actuarial Accrued Liability, Annual Required Contribution, Net OPEB Obligation, and Annual OPEB Cost.
- Documentation of all plan provisions and assumptions used in the valuation.
- A sensitivity analysis of the impact of a variation in assumed trend rates.
- A 20-year projection of cash flows for the retiree benefit program.

Proposed Timeline
Once we have received all of the necessary data and determined its accuracy, we will complete the retiree valuation within three to four weeks. Please keep in mind that it typically takes several weeks to gather the data and another week for us to validate it and scrub it if necessary. During this timeframe, we will work with you to agree on the various assumptions needed for the valuation, which may decrease the expected time to complete the project.

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Proposed Fees

The fee for the preparation of the GASB 45 report is shown in the table below. The fees below do not include additional ad-hoc analyses such as modeling contribution or benefit changes, but we would be happy to perform any, if necessary, for a negotiated fee. The travel expenses apply only if the City would like an on-site meeting with the signing actuary, although a call typically will suffice and is at no charge.

Fees	Price
Full Valuation	$9,000
Travel Fee (if necessary)	$2,500 + Travel Expenses

Required Data

In general, we need a complete current census, historical claim and enrollment data, and the retiree plan design, eligibility, and contribution requirements.

I hope this addresses all the items that the City needs to consider at this time. If the arrangements described in this letter are acceptable, please sign and return a copy of this letter to me at your convenience.

Sincerely,



Christopher Diorio, ASA, MAAA
Actuary

cc: Mark Rosenberg, HCA Consulting

Accepted by:

_____ _____
Date Title

_____ _____
Name Company

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LIMITED SOURCE JUSTIFICATION

(Requester completes Section A and B)

SECTION A –LIMITED SOURCE PURCHASE:

Complete if a purchase is $3,000 or over and due to reasons of previous capital investment, improved public service, long-term operational need, security, patents, copyrights, critical need for responsiveness, proximity, Federal, State or other regulations, necessary replacement parts and/or compatibility, warranty, this procurement justifies a limited source exemption.

Vendor Name & #: Arthur J. Gallagher - #2800	Amount:$ 9,000.00	Date: 4/4/2017

Description of item/service: Other Post-Employment Benefits (OPEB) Actuarial Valuation – GASB 45

Justification: Explain why this vendor is the only vendor that can perform this work:
While other firms can provide the actuarial services needed, none can compete at this price because of the level of detail AJ Gallagher possesses. Until such time as another broker is engaged, it is unlikely that any other capable firm will be able to be competitive in price or time required to provide the finished product.

SECTION B - REQUESTER CERTIFICATION: By submitting this request, I attest that the above justification/information is accurate and complete to the best of my knowledge and that I have no personal or business interests relative to this request.

Paul Thomas Silva — 4/5/17

(Name and Signature of Department Head) — Date

SECTION C –TO BE COMPLETED BY PROCUREMENT OFFICE:

Based on the information provided in Section A and attached supporting documents,
I concur ☒ / do not concur ☐ (see below) with purchase to be a Limited Source.

Do not concur for the following reason(s):

JON C. JOHNSTON — 4/5/17

Name and Signature of Purchasing Agent or Designee — Date

CONSENT AGENDA ITEM NO. 7Y

FOR COUNCIL: April 24, 2017

SUBJECT: Consideration of accepting a bid (Bid #2017-42) from CAD Construction, Inc. for construction of the Police Training Facility Addition in the amount of $537,100.

RECOMMENDATION/MOTION: Recommend that the bid from CAD Construction, Inc. for construction of the Police Training Facility Addition (Base Bid + Alternate 1.1) in the amount of $537,100.00 be accepted and the City Manager and City Clerk authorized to execute the necessary documents.

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

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

BACKGROUND: The Police Training Facility needs to be repaired and brought back into service to ensure that the Bloomington Police Department has an adequate training center for its officers. Currently, only the outdoor firing range is operational at the facility. As a result, training is often limited due to weather, available natural light and off-site activities around the site. The Proposed improvements to the indoor range will enable Bloomington Police officers to train in all weather and lighting conditions regardless of the activities that may occur on properties adjacent to the site. In addition, the Mclean County Sheriff's Department and Normal Police Department can use the improved facility to train their officers who are often called upon to assist the Bloomington Police Department. The fees collected from these other agencies over the past several years should be applied to the proposed improvements. In addition, the improvements should make the facility a valuable training center so these agencies will continue their financial support instead of pursuing other training options.

On March 10, 2014, the City Council authorized the replacement of four building roofs at the facility. In 2015, lead abatement and mold remediation were completed at the indoor training building. A bid for mold remediation at the Lodge was also obtained, but was well above budgeted funds and was not completed. Since mold remediation in the Lodge was not completed, the building is not safe for occupancy. Ammunition storage and the only restrooms at the entire training facility are located in the Lodge. In order to resume indoor training, several improvements are needed at the indoor training facility. This includes an addition for code required restrooms and ammunition storage, heating, ventilation, water, electric and sewage disposal improvements and drainage improvements to minimize future environmental concerns. A floor plan of the proposed improvements is attached. On October 10, 2016, Council authorized an agreement with Shive-Hattery, Inc. for design and construction document preparation for all of these improvements. The Base Bid includes the restrooms, ammunition storage, heating, ventilation, water, electric and sewage disposal improvements and drainage

improvements. Alternate 1.1 includes removal of the existing vents through the roof of the facility and subsequent repair to the roof. The plans were bid and the following three bids were received. A Bid Tab which includes the Local Preference Purchasing Policy evaluation is attached.

ITEM	BASE BID	BASE BID + ALTERNATE 1.1
CAD Construction	$534,100.00	$537,100.00
J. Spencer Construction	$550,799.00	$555,183.00
Tarter Construction	$573,412.00	$578,060.00

Total Project Budget $200,000.00

Staff recommend pursuing the Base Bid and Alternate 1.1. This option provides a useable facility which allows the Police Department to resume year round training in all weather and lighting conditions regardless of the activities that may occur on properties adjacent to the site. Removal of the existing vents minimizes potential leaks and future mold and moisture problems in the facility.

As shown above, the bids are considerable higher than the total project budget. The budget for the addition was created in December 2015 and was based on average construction costs at the time. The estimated cost for the 1,100 square foot addition was $150,000. Most of the remaining work involved heating and ventilation improvements and a rough estimate was obtained from a local heating and air conditioning contractor. Despite staffs efforts to obtain realistic budget estimates, many factors impact actual costs at the time of bidding. A substantial portion is undoubtedly related to increased labor costs. Similar to the City, contractors and other private businesses are experiencing increased employee health and benefit costs. The improving economy and other local construction projects could also be a factor in the increased costs. The McLean County Jail Expansion, Portillo's, DeStihl Brewery and Greentop Grocery are some of these current projects.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The project was advertised in The Pantagraph on March 27, 2017. A pre-bid meeting was held on March 31, 2017 with multiple contractors in attendance. A bid opening was held on April 10, 2017 at 11:30 am in City Hall.

FINANCIAL IMPACT: Funds totaling $200,000 were included in the FY 2017 Budget for this project under Capital Improvement-Buildings (40100100-72520). Stakeholders can locate this in the FY 2017 Budget Book titled "Other Funds & Capital Improvement Program on pages 87, 273, 299 and 319. The remaining $337,100 is available in the Capital Improvement Fund from savings within the fund.

COMMUNITY DEVELOPMENT IMPACT: N/A

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: Future operational costs include electric, gas and related utility costs for the facility. These costs are already being incurred, but minor increases due to the additional use of the improved facility are anticipated. These costs are included in the Police Departments annual operational budget.

Respectfully submitted for Council consideration.

Prepared by:	Russel Waller, P.E., Facilities Manager
Reviewed by:	Greg Scott, Assistant Chief of Police Steve Rasmussen, Assistant City Manager
Financial & budgetary review by:	Chris Tomerlin, Budget Analyst Carla Murillo, Budget Manager
Legal review by:	Jeffrey R Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Floor Plan
- Bid Tab
- Contract

F.

G.

H.

GEN

A.

B.

C.

D.

A0
A0
A0
A0
A0
A0
A0
A0
A0
A1
A1
A2

AMMUNITION TRAP
111

A02.01

WEST FIRING LINES
110

EAST FIRING LINES
109

A1
A500

A1
A500

4F
A101

WEST PRACTICE
STAGING AREA
108

EAST PRACTICE
STAGING AREA
107

Typ
3A
A500

108

107

S0B
11

M0B
01

MECHANICAL ROOM
105

CONTROL ROOM
106

M0B
01

A03.

S0B
11

Typ

3F
A101

S0B
11

9'-8 5/16"

VESTIBULE
100

100B

100A

9'-6"

A03.01

106

14'-11 3/4" CLR.

8'-1 1/4"

105

17'-0"

14'-11"

3'-6 1/8" ±

± 2'-10 9/16"

W4A
11

W4A
11

3F
A101

Typ

102

S3A
11

A02.03

RESTROOM
104

104

EQ

EQ

A2
A101

A101
A3

S3A
01

S3A
11

7'-4"

A11.03

Typ
3A
A500

1'-1"

27'-10"

RESTROOM
103

S3A
01

LOBBY
101

AMMUNITION STORAGE
102

S3A
11

7'-4"

Typ

3A
A500

103

A4
A500

A06.02

6'-0"

CLR.

Typ
3A
A500

5'-10 3/16" ±

4B A500

A06.02

W1

W1

W1

101

A03.02

10'-4"

3'-0"

3'-0"

3'-0"

3'-4"

2'-0"

2'-0"

44'-7 5/8"

1'-8"

1A
A101

NORTH

4D FLOOR PLAN

1/8" = 1'-0" 0 12'

City of Bloomington, Illinois
Police Training Facility Addition
Bid 2017-42
BID TAB

				CAD CONSTRUCTION		J SPENCER CONSTRUCTION		TARTER CONSTRUCTION	
Base Bid Items		**Units**	**Qty**	**Unit Cost**	**Total Cost**	**Unit Cost**	**Total Cost**	**Unit Cost**	**Total Cost**
1	Training Facility Addition, Drainage, Electrical, HVAC and Utility Improvements and other related Work (See Plans & Specs)	LS	1	$ 524,100.00	$ 524,100.00	$ 540,799.00	$ 540,799.00	$ 563,412.00	$ 563,412.00
2	Contingency Items (T&M)	LS	1	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00
Base Bid Total					$ 534,100.00		$ 550,799.00		$ 573,412.00
Local Preference Purchasing Policy Adjustment					$ -		$ 16,523.97		$ 17,202.36
Adjusted Base Bid Total (Evaluation Only)					$ 534,100.00		$ 534,275.03		$ 556,209.64
Alternate Item		**Units**	**Qty**	**Unit Cost**	**Total Cost**	**Unit Cost**	**Total Cost**	**Unit Cost**	**Total Cost**
1.1	Existing Ventilation Removal & Roof Repair	LS	1	$ 3,000.00	$ 3,000.00	$ 4,384.00	$ 4,384.00	$ 4,648.00	$ 4,648.00
Base Bid + Alternate 1.1 Total					$ 537,100.00		$ 555,183.00		$ 578,060.00
Local Preference Purchasing Policy Adjustment					$ -		$ 16,655.49		$ 17,341.80
Adjusted Base Bid + Alternate 1.1 Total (Evaluation Only)					$ 537,100.00		$ 538,527.51		$ 560,718.20

CITY OF BLOOMINGTON
CONTRACT WITH
CAD CONSTRUCTION, INC.
FOR
POLICE TRAINING FACILITY ADDITION

THIS AGREEMENT, dated this 24th day of April, 2017, is between the City of Bloomington (hereinafter "CITY") and CAD CONSTRUCTION, INC. (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

Section 2. Incorporation of Bid/RFP/RFQ & Proposal Terms / Prevailing Wage.

This work was subject to the following procurement initiative by the CITY:

Police Training Facility Addition (Bid 2017-42) (hereinafter "Request")

Accordingly, the provisions of the Request and the proposal submitted by CONTRACTOR (hereinafter collectively referred to as "Procurement Documents" and attached as Exhibit A), shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply. This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

Section 3. Description of Services. CONTRACTOR shall provide the services/work dentified in the Procurement Documents, and specifically as follows: Construction of an addition, HVAC, electrical, site utility improvements and other related work. Specifically Base Bid 1 + Alternate 1.1

Section 4. Payment. For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR one of the following:

☑ A flat fee of $537,100.00 as set forth in the Procurement Documents.

☐ Fees as set forth in the Procurement Documents.

Section 5. Default and Termination. Either party shall be in default if it fails to perform all or any part of this Contract. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided

thirty (30) days prior to termination. The non-defaulting party shall be entitled to all remedies, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney's fees and court costs.

Section 6. Representations of Vendor. CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

Section 7. Assignment. Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 8. Compliance with Laws. CONTRACTOR agrees that any and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 9. Compliance with FOIA Requirements. CONTRACTOR further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR shall be responsible for any damages/penalties assessed to CITY for CONTRACTOR'S failure to furnish all documentation in CONTRACTOR'S possession responsive and related to a request within five (5) days after CITY issues a notice of a request.

Section 10. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 11. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 12. Attorney Fees. In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

Section 13. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 14. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON	CAD CONSTRUCTION, INC.
By: _____ Its City Manager	By: _____ Its____
ATTEST:	
By: _____ City Clerk	By: _____ Its____

REGULAR AGENDA

REGULAR AGENDA ITEM NO. 8A

FOR COUNCIL: April 24, 2017

SUBJECT: Consideration of adoption of an ordinance waiving the building permit fees for the Mclean County Law and Justice Center Expansion project at 104 W Front Street.

RECOMMENDATION/MOTION: That an ordinance waiving the building permit fees for the McLean County Law and Justice Center expansion at 104 W Front Street be adopted and that the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: G1. Financially sound city providing quality basic services

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

BACKGROUND: To address current and future incarceration needs, McLean County Government and the Public Building Commission are expanding and renovating the County's current jail facilities, roughly a $36 million dollar project expected to be completed in the Spring/Summer of 2018. The proposed facility will include appropriate housing for inmates with Mental Health needs, female inmates, aging inmates and those with physical limitations.

In support of the public benefit provided by this project, McLean County is requesting that the City Council reduce/waive the building permit fees for this project. Based solely on the estimated cost of work, Staff estimates the fees will range between $100,000 and $110,000. Due to the complexity of the project, and to be respectful of other commercial developments in the City, the Building Safety Division is contracting out the building plan review. The County agrees to pay the costs of this external review, an amount of $9,340.00. Therefore the estimated fee waiver is between $90,000 and $100,000.00. Waiving/reducing the fees for this project promotes intergovernmental cooperation for improving a resource that provides benefit for the larger community and other jurisdictions within McLean County.

FINANCIAL IMPACT: The request is to waive between $90,000 and $100,000 in building permit fees for the Law and Justice Expansion Project. The County will cover the costs of the external review, $9,340.00.

COMMUNITY DEVELOPMENT IMPACT: The Comprehensive Plan identifies Behavioral/Mental health as a major health priority, including working to address the impacts of mental illness on the criminal justice system, in jails, on public safety and access to services and housing (pg 156). Link to Comprehensive Plan/Downtown Plan Goals:
H-13d Work Collaboratively with the County's mental health organization to collectively address housing for those dealing with behavioral health issues.

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by: Tom Dabareiner, AICP, Community Development Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Community Development review by: Tom Dabareiner, Community Development Director

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Ordinance
- Letter requesting waiver of fees

ORDINANCE NO. 2017 - ___

AN ORDINANCE WAIVING VARIOUS BUILDING FEES ASSOCIATED WITH THE MCLEAN COUNTY LAW & JUSTICE CENTER EXPANSION AT 104 E. FRONT STREET

WHEREAS, the City of Bloomington, Mclean County, Illinois (hereinafter referred to as "City") is an Illinois home-rule municipality; and

WHEREAS, the City Code, Chapters 10, 15 and 34, establish various plan review, inspection and permit fees for building, HVAC, fire protection systems, electrical and plumbing systems; and

WHEREAS, McLean County is preparing to construct an addition to and a remodel of areas of the McLean County Law & Justice Center Building and is requesting that the building permit and inspection fees associated with the project be reduced to reflect only the external costs that the city will incur related to construction of the project; and

WHEREAS, City staff has estimated the fees will range between $100,000 and $110,000; and

WHEREAS, due to the complexity of the project and resource needs, the City is planning to contract out the building plan review which is estimated to be $9,340, and McLean County is agreeable to paying that fee; and

WHEREAS, waiving and reducing the fees associated with this project promotes intergovernmental cooperation for improving a resource that provides benefit not only to the City, but also the entire region.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Bloomington, McLean County, Illinois, as follows:

SECTION 1. The recitals set forth above are incorporated herein as if specifically stated in this Section 1.

SECTION 2. The City hereby waives all fees for inspections and permits, except those costs and expenses associated with outside contractors, associated with the construction of the addition and remodel of the McLean County Law & Justice Center Building.

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

SECTION 4. This Ordinance is passed and approved pursuant to the home-rule authority granted in Article VII, Section 6 of the 1970 Illinois Constitution

PASSED this ____ day of April, 2017.

APPROVED this ____ day of April, 2017.

Approved:

_____
Tari Renner
Mayor

ATTEST:

_____
Cherry Lawson
City Clerk

McLean County

OFFICE OF THE ADMINISTRATOR

(309) 888-5110 FAX: (309) 888-5111

115 E Washington St, Room 401, Bloomington, IL 61701

April 12, 2017

David Hales
Bloomington City Manager
109 E. Olive Street
Bloomington, IL 61701

Dear Mr. Hales:

I am writing to you on behalf of McLean County Government and the McLean County Public Building Commission (PBC). As you are aware, we are preparing to construct an addition to and a remodel of areas of the McLean County Law & Justice Center Building in Bloomington, Illinois.

I am hopeful this letter can serve as our formal written request for a reduction of the building permit fees for the construction and remodeling of the Law & Justice Center Building.

In recognition of the public benefit of the Law & Justice Center Project, McLean County Government and the Public Building Commission are respectfully requesting that the building permit fee be reduced to reflect the external costs that the City of Bloomington will incur related to the construction of the project. It is our understanding that the City of Bloomington has hired outside services to expedite the review. We are grateful for that act. We would respectfully request that the fees be reduced to cover the costs the City of Bloomington will incur from the expedited, external review of the building plans.

I would ask that this request be taken before the Bloomington City Council at its April 24th, 2017 meeting. A representative of the County will be available at the meeting to answer any questions that could arise at that time.

If you need anything further, please don't hesitate to contact myself, Hannah Eisner, or Eric Schmitt in the County Administrator's Office.

Sincerely,

Bill Wasson
McLean County Administrator

REGULAR AGENDA ITEM NO. 8B

FOR COUNCIL: April 24, 2017

SUBJECT: Providing staff with direction on repairing, replacing, or resurfacing Monroe St from Clinton St to Robinson St.

RECOMMENDATION/MOTION: That the Council make a determination regarding the potential resurfacing/repair of Monroe Street from Clinton Street to Robinson Street by approving one of the following motions:

> MOTION ALTERNATE 1: That City staff be directed to move forward with design, planning, and bidding for the repair of brick or replacement of brick with new brick in the next fiscal year.
>
> MOTION ALTERNATE 2: That City staff be directed to move forward with the inclusion of Monroe Street in the 2018 Street & Alley Repair Program and that the City Manager and City Clerk be authorized to execute the necessary documents.
>
> MOTION ALTERNATE 3: That a decision on whether Monroe Street should be included in the 2018 Street & Alley Repair Program or its brick repaired or replaced be tabled and brought back to the Council with more data on the costs and benefits associated with brick streets, and bring back the Brick Street Master Plan for final consideration and approval.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities; Goal 4. Strong neighborhoods; and Goal 5. Great place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 2a - Better quality roads and sidewalks; Objective 4d - Improved neighborhood infrastructure; Objective 5a - Well-planned City with necessary services and infrastructure.

BACKGROUND: The Public Works Department is preparing to move forward with the FY 2018 Street & Alley Repair program (pending approval), which includes resurfacing of lower volume streets and alleys. One street that needs to be repaired, replaced, or resurfaced is the brick street on the 800 block of Monroe St (from Clinton St to Robinson St).

The Public Works Department initially decided to resurface the street with asphalt, based on a petition from residents submitted in August 2016 which is attached. In December 2016, Staff sent a letter to those affected by the resurfacing to inform them that, should the budget be approved, the street would be resurfaced. In April 2017, Alderman Amelia Buragas informed

Staff that, after talking with residents, a brick street would be preferred over resurfacing with asphalt.

A master plan for brick streets was completed by the Public Works Engineering Division in September 2009, but it has not been adopted by the Council. A copy of the draft Brick Street Strategic Plan is attached for reference. Insufficient empirical studies, brick cost data and contractor availability were some of the factors in non-approval. An updated Brick Streets Master Plan will be provided for Council consideration in the future.

As a formal brick streets policy has not been adopted, Staff is seeking direction on how the Council wants to approach Monroe St, from Clinton St to Robinson St. Once the Council decides on which option Staff should pursue, Staff will come back to the council with further information on the costs for the option chosen.

Condition of Monroe St

In 2009, Monroe St from Clinton St to Robinson St was rated as a brick street that could be repaired. However, staff concludes that, since that time, that portion of Monroe St. has deteriorated to the point that resurfacing or patching with materials other than brick is acceptable. This portion of the street would not meet the standards required for repair or restoration. A complete brick street restoration would be needed along this block.



Asphalt versus Brick on Monroe St from Clinton St to Robinson St

Monroe St from Clinton St to Robinson is located in the Near East Side Neighborhood. This portion of the street is 650 feet long (longer than a standard block) and 26 feet wide, which is 16,900 square feet or 1,878 square yards. The following cost estimates were calculated using an asphalt resurfacing cost of $30 per square yard (which includes curb, gutter, and inlet repairs) and a brick repair or replacement cost range of $160 to $250 per square yard (not including curb, gutter, and inlet repairs). The costing data for resurfacing brick streets is based on previous data and experience from City staff and matches information from Columbia Missouri which is attached. The costing data for brick repair or replacement comes from both Springfield Illinois and Columbia Missouri. Staff does not have any historical data on these costs. Asphalt life depends upon many things, but a typical low-volume subdivision street can last 30 years with proper pavement preservation techniques. According to information attached from Columbia

Missouri, brick can last anywhere from 100 to 150 years from the original construction. Staff would need to do additional research to see whether the newer brick material and construction techniques are as effective as the original practices. According to historical City Council records, this section of Monroe has been brick for almost 100 years which matches the low end of the above age range for longevity. The following is a breakdown of estimated costs based on material used:

	Asphalt	**Brick (Minimum)**	**Brick (Maximum)**
Estimated Cost	$56,333	$300,445	$469,445
Estimated Longevity	30 years	100-150 years	100-150 years
Estimated Cost/Year	$1,877 (30 years)	$3,004 (100 years)	$4,694 (100 years)
		$2,003 (150 years)	$3,130 (150 years)

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Public Works Department received a petition from residents along this block and sent a letter to residents who would be affected by resurfacing Monroe St from Clinton St to Robinson St.

FINANCIAL IMPACT:

MOTION ALTERNATE 1: The FY 2018 Adopted Budget does not includes funds for the repair/replacement of this section of street with brick. If this motion is chosen, a new council memo will need to be brought forward with options for amending the budget to fund this project.

MOTION ALTERNATE 2: The FY 2018 Street & Alley Repair includes this street for overlaying with asphalt. Funds for the FY 2018 Street & Alley Repair are included in the Capital Improvement-Street Resurfacing account (40100100-72530). Stakeholders can locate this in the FY 2018 Proposed Budget Book titled "Proposed Other Funds Budget" on pages 76, 79, 225, 240 and 245. Funds are not currently included in the FY 2018 Budget to repair/replace bricks on this street.

COMMUNITY DEVELOPMENT IMPACT: *N/A*

Link to Comprehensive Plan/Downtown Plan Goals: *N/A*

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

Respectfully submitted for Council consideration.

Prepared by: Michael Hill, Public Works Administration

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

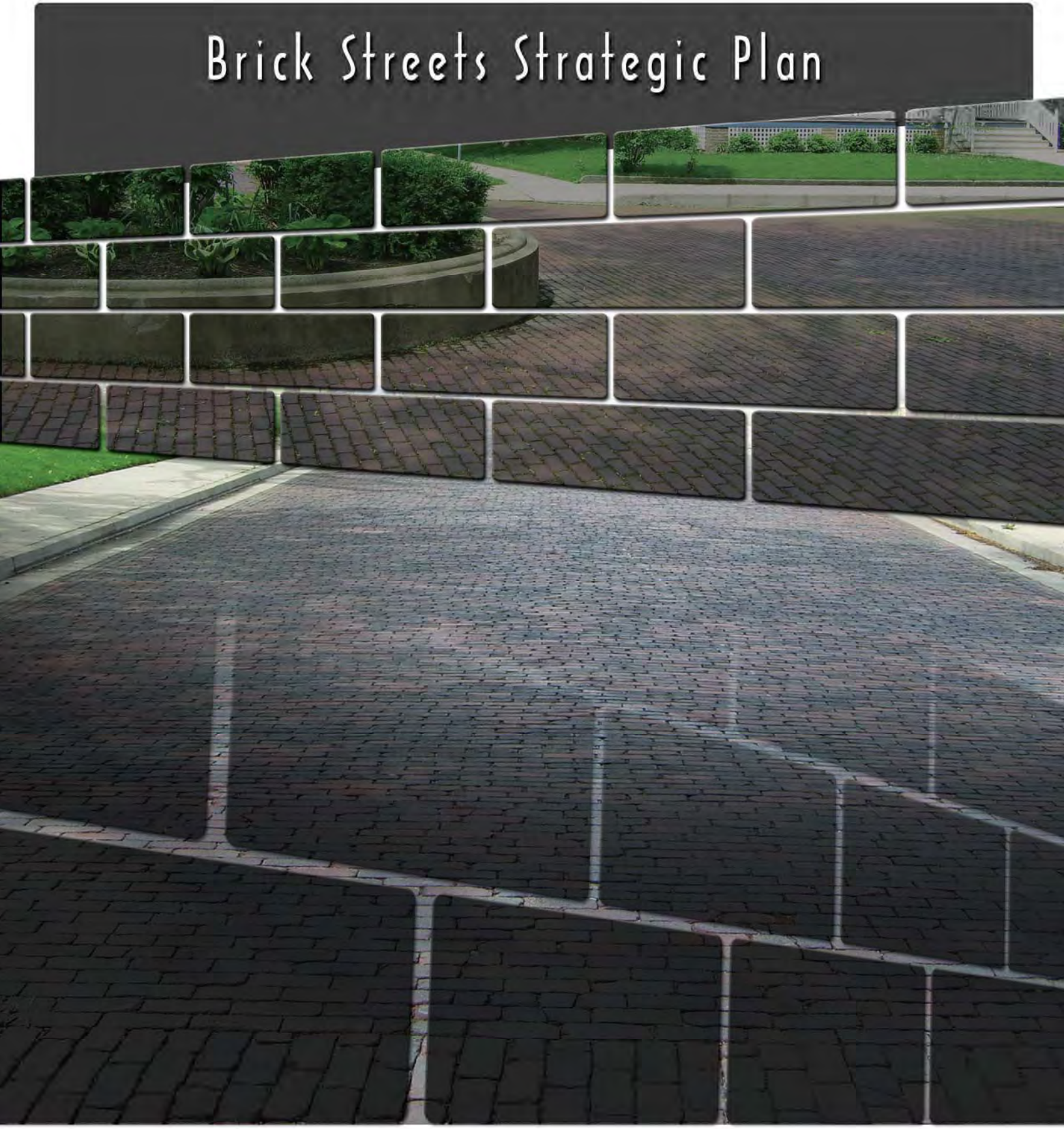


David A. Hales
City Manager

Attachments:

- Monroe St Brick Resurfacing
- Monroe St Brick Resurfacing
- Monroe St Brick Resurfacing

Brick Streets Strategic Plan



CITY OF BLOOMINGTON | PUBLIC WORKS DEPARTMENT

PROVIDING GOOD STEWARDSHIP OF THE PUBLIC INFRASTRUCTURE AND EQUIPMENT SAFELY
THROUGH COMPETITIVE SERVICES AND EXCELLENT CUSTOMER RELATIONS

CITY OF BLOOMINGTON

Sept. 17, 2009 Draft

TABLE OF CONTENTS

Executive Summary 3

History of Brick Streets 4

Methodology 7

Assumptions 8

PASER rating 8

Condition of Brick Streets 9

Historic Distinction 15

Brick Streets Prioritization List 17

Brick Street Prioritization Category Map 18

Utilities and Brick Street Patching 19

Brick Street Restoration Policy 21

Brick Street Patching Standard and Details 23

Executive Summary

The Brick Streets Strategic Plan has been created for the purpose of maintaining and preserving Bloomington's brick streets. It is not intended to be binding on decisions of funding for reconstruction. There are 3.5 miles of brick streets out of 320 miles of streets in the city, which is 1.1% of all streets. Brick streets are a diminishing asset to the community and provide a sense of nostalgia in a residential neighborhood. The longevity of Bloomington's remaining brick streets attest to their durability and economic value. Though costly to install and patch properly, these streets last for generations and add significant beauty and history to the area.

Before this strategic plan, no regular maintenance plan was in place for any brick streets. Maintenance and repair was decided on a case by case basis. The intent of this plan is to establish levels of maintenance and repair for all of the remaining brick streets in the City of Bloomington, Illinois. In February 2000, a survey was conducted of 25 Illinois and Iowa communities. The survey found that those cities that were proactively repairing brick streets (Champaign, Davenport and Galesburg) had dedicated funds in their street repair budgets for brick street restoration and maintenance (reference: Rock Island Brick Street Plan). It will be the goal of the Public Works Department to coordinate efforts with the Bloomington City Council to find a long term sustainable source to restore brick pavements designated as category one.

The Brick Streets Strategic Plan was outlined by the City of Bloomington Public Works Department Engineering Division. There were four public meetings held to gather input from Bloomington citizens. Two of the public meetings were held through the Bloomington Historic Preservation Commission on August 20, 2009 and September 17, 2009. The plan was formally adopted by the Bloomington City Council on *[Month Date]*, 2009. The Brick Streets Strategic Plan was provided to create a policy and procedure on preserving Bloomington's brick streets by placing them into the categories of restoring, repairing or reconstructing. In addition, the plan also creates a procedure for brick street reconstruction and discusses the cost-sharing procedure between the adjacent property owners and the city. Ten streets were recommended to be placed in category one (restore). Twenty one streets are in category two (repair), which merit preservation. Eight streets are in category three (reconstruct) with no preservation restriction.

Category one and two streets will have the brick surface preserved and/or replaced in instances of excavation. Along with minor street repairs, there will be provisions for long term brick street maintenance as well. A budget item will be included for the repair of brick streets.

History of Brick Streets

BLOOMINGTON'S BRICK STREETS

By 1900 the city of Bloomington was nationally famous for its brick streets. The "Bloomington System" of street paving was standard material in technical manuals and it was discussed nationally in Century Magazine in 1893. Twenty years later, a popular local myth had grown up that Bloomington had built the first block of brick pavement in the United States and later a small monument was erected with what were incorrectly believed to be some of the first brick pavers. Excesses of local enthusiasm aside, brick streets were important in the history of the city. From 1880 until the late 1930s most paved streets in Bloomington were surfaced with brick. The city spent a great deal of time and money on laying brick streets which became the object of great civic pride.

Brick pavement had existed since roman times. In areas like the Netherlands, which had little natural stone, brick had long been the standard street paving material. Philadelphia had brick "pavements" by 1700, although it is not clear if these were streets or only sidewalks and what were called "street crossings." In 1868, the first patent for brick pavement in the United States (No.77, 208) was issued to John T. Perkins of Washington D.C. In 1873 the first full block of brick paving in the country was laid on Summers Street between Virginia and Kanawha, in Charleston, West Virginia. It was put down by Mordecai Levi with financial backing from Dr. Nathan B. Hale. These men were later given a patent on their paving system, which was essentially the same as that later used in Bloomington. Both systems used double layers of common building brick.

The first paving in Bloomington was put down on Grove Street in order to link downtown Bloomington with the Illinois Central Railroad. It was macadam, layers of crushed rock put down in such a way that traffic compacted it into a smooth surface. The city followed with several streets paved in Nicholson blocks, creosote soaked wood with a tar binder. With no natural building stone, Bloomington citizens looked for alternatives to keep their feet out of the mud.

In the spring of 1875, a colorful local brickmaker, Napoleon Bonaparte Heafer, persuaded the City Council to permit him to lay a ten by twelve test patch of brick pavement at the corner of Washington and Center. (Heafer had been born and had done his apprenticeship, in Charleston. This area would later become West Virginia, but it is not known if Heafer was aware of Levi's paving efforts.) Heafer's pavement consisted of a layer of sand topped by bricks laid flat; then more sand and an upper layer of bricks set on edge. At the end of September 1875 dirt was cleared away from the top of the pavement and the upper bricks were examined. The results seemed generally good. Many local officials did not think brick was a good option and two years of debate followed. A city council sub-committee initially recommended re-laying wooden Nicholson blocks over the site of the experiment and on the other streets on the square.

In 1877 Heafer and his partner John McGregor finally persuaded the council to let them pave a full block of Center Street west of the courthouse with their locally manufactured bricks. The pavement gave good service; the upper paving layers were removed when the

street was re-paved in 1892. The pavement was again dug up and replaced in 1922. For the next two decades Bloomington paved many streets with brick using a system that was almost exactly the same as original experimental section. Many miles of brick followed. For a time three local brick makers all guaranteed they would deliver brick at the same price and were each awarded one third of local contracts. Until 1896 almost all brick used in city streets was locally manufactured, laid by local people, and was identical to brick used in downtown buildings. In 1889 a visiting engineer tested samples of Heafer's bricks and asked about their manufacture. He found they were made of glacial clay from a few feet below surface, hand-molded, dried outdoors, and fired in clamps for 96 to 100 hours with a mixture of coal and wood. In short, they had been made exactly as they would have been three-hundred years before. By 1895 Bloomington had nine miles of brick paved streets, about a mile of asphalt streets, and 800 feet of streets paved in "rubble stone."

Eventually technology caught up with local brickmakers. For some time other cities had been producing machine formed, repressed brick, made mainly from ground shale which was greatly superior to Bloomington brick. In 1896 the first contract was issued to an outside contractor John Cherry, of Jacksonville, Illinois. Cherry used special paving brick brought in from other parts of Illinois, was able to lay improved streets for about the same cost as earlier pavements. At first, Bloomington brick was used for the sub-surface layer of horizontal bricks, but this practice soon faded. In the first years of the 1900s a few streets continued to be entirely paved with local bricks, but they were soon replaced with imported bricks. Shortly after this, all local brickworks shut down. The remains of their clay pits, where material was taken for the manufacture of bricks and tile, still can be seen as ponds on the south side of Bloomington.

A great deal of brick paving was put down in the first two decades of the twentieth century. Street surfaces were covered with vitrified paving bricks. These were mainly formed from ground shale, re-pressed with great force and fired to the point where individual particles could not be distinguished. Such bricks were very resistant to crushing, absorbed very little water, were denser than earlier bricks and were extremely hard: a good paving brick will scratch quartz. None were manufactured in McLean County. These vitrified bricks were laid side to side and usually separated from each other by quarter inch spacing lugs formed into the corners of the bricks. When the bricks were put down asphalt was placed into the spaces between the bricks.

The foundation under the pavers evolved slowly. At first a lower course of bricks continued to be used for the foundation, as had been done in earlier streets. Gradually Portland cement came to be favored for the sub-surface of brick paved streets in Bloomington. Starting around 1900, concrete paving was first used for sidewalks, and by 1920 was fairly common as the primary paving material for streets. However, in this era, brick streets still dominated the city. In 1926 Bloomington had over forty-five miles of brick streets, just under seven miles of asphalt streets, and about six miles of concrete streets. As late as 1935, three-quarters of all Bloomington streets were paved in brick. In the 1920s more concrete streets were built than brick, but brick streets were still being made. Brick paving received a great stimulus in the late 1930s when many miles of Bloomington streets were rebuilt by the Works Progress Administration. Often when

local streets were overlaid, earlier paving bricks were left in place and many miles of local concrete and asphalt are simply surface layers resting on earlier brick pavement.

FURTHER READING

A good introduction to traditional brick-making is found in Harley J. McKee, Introduction to Early American Masonry, 1973, and a more complete account is given in Heinrich Ries and Henry Leighton, History of Clay-Working in the United States, 1910. Sidney Poitier's "The Last Brickmaker in America," which was first broadcast in 2001; is highly recommended and is currently available from several video outlets. Brick Making machines are covered in Carroll Pursell, "Parallelograms of Perfect Order", Smithsonian Journal of History (3) (1968), 19-27. Two illustrated articles by William D. Walters, Jr. deal with local brick and tile manufacturing: "Abandoned Nineteenth Century Brick and Tile Works in Central Illinois," Industrial Archaeology Review 4:1 (Winter 1979-80) 70-80 and "Nineteenth Century Midwestern Brick," Pioneer America, 14:3 (1982) 125-134; copies of both are available at the McLean County History Center. The full text of many turn of the century Paving manuals are now online; a few of the many that mention Bloomington are Edward Gurley Love, Pavements and Roads, 1890, which includes an analysis of Heafer's bricks on pages 173 and 174; H. A. Wheeler, Vitrified Paving Brick, 1910; and George Wilson Tilson, A Textbook on Brick Paving, 1917. Brick street Restoration is discussed in William D. Walters, Jr. and Royce Baier "Brick Streets in Illinois," Illinois Preservation Series 12 (1991). Local research into brick pavement should begin with the Engineer's Report and the Paving ordinances contained in the many published volumes of the Bloomington City Council Minutes available in Withers Library and at the McLean County History Center.

Methodology

Bloomington's Public Works Engineering Division staff created a methodology to study brick streets in Bloomington and establish priorities for their preservation. The Public Works Department gathered input from various stakeholders including the City Council, neighborhood groups and the general public. In addition, a survey was completed on how other communities dealt with their brick street infrastructure. All of this information and input was compiled to create the City of Bloomington Brick Streets Strategic Plan. The following is a summary of the brick streets categorization process:

1. Existing exposed brick streets were identified.
2. These streets were analyzed in terms of the condition of the street and given a PASER rating (Pavement Surface Evaluation and Rating). Additional information about the PASER rating methodology can be found in the PASER rating subsection below.
3. The numbers of concrete or asphalt patches were determined for each brick street section, along with the square footage of the patch and total square footage of the section.
4. The percent of the street patched was calculated.
5. Each street was photographed and the historical status of the neighborhood was determined.
6. All of this information for the brick streets was entered into the City of Bloomington's GIS (Geographic Information System) database.
7. After factoring in these variables the brick streets were split into three categories, with separate preservation recommendations for each. These recommendations range from restoration to reconstruction.

Assumptions

In forming the plan methodology and recommendations, the following assumptions were made regarding the preservation of Bloomington's brick streets.

Assumption 1: Streets with few patches are stronger candidates for preservation.

Assumption 2: Streets with poor structural condition are poor candidates for preservation.

Assumption 3: Many utilities beneath a street make it a poor preservation candidate.

Assumption 4: Streets where the curb and gutter is in a poor condition will not be independently prioritized separate from the brick street.

Assumption 5: Streets with a larger percentage of patches but of good riding quality shall be placed in a category 2.

Assumption 6: It is not a feasible option to mill streets currently overlaid with asphalt and make them brick streets again.

Assumption 7: Intersections will be dealt with independently from the remainder of the street because of drainage and possible connection issues to the rest of the street.

PASER rating

The brick streets in Bloomington have been evaluated using the "Paser Brick & Block Manual." The PASER system of rating the condition of various pavement surfaces was developed by the Transportation Information Center at the University of Wisconsin, Madison, in the 1980's. This center is partnered with the Federal Highway Administration. The PASER system is widely used in Wisconsin and has been adopted by cities in other states, as well. The University of Wisconsin website for PASER publications and information is http://tic.engr.wisc.edu/ .

Condition of Brick Streets

The structural condition of each brick street was analyzed. Specifically, each street's base, crown, drainage, and ride-ability were investigated. Then a PASER rating was given. More on the PASER rating system can be found in the "Methodology" section of the report.

A poor base condition indicates repair will be needed in the near future and would be costly.

A brick street with drainage problems is not an optimal candidate for restoring for two reasons:

(1) Moisture on the street, whether in the form of water or ice, causes brick streets to become slippery and hazardous. Poor drainage means this moisture stays on the street for a longer period of time.

(2) Moisture that is trapped on the street due to poor drainage tends to seep into the street's base, where the freeze/thaw cycle will cause the street's base to deteriorate at an accelerated rate.

A poor crown is indicative of drainage problems because the water is not able to drain properly away from the center of the street.

The Bloomington Public Works Engineering Division reviewed the structural condition of the existing brick streets. Their analysis produced the following lists and chart.

Streets with Few Structural Problems

Davis Ave, Jefferson St to Washington St
Division St, Main St to East St
East St, Division St to Kelsey St
East St, Kelsey St to Emerson St
East St, Locust St to Mulberry St
Scott St, Center St to Main St
University Ave, Clinton Blvd to White Pl
White Pl, Emerson St to University Ave
White Pl, University Ave to Empire St

Streets with Some Structural Problems

Allin St, Oakland Ave to Macarthur Ave
Chestnut St, Oak St to Lee St
East St, Chestnut St to Locust St
East St, Emerson St to Beecher St
East St, University Ave to Graham St
Elm St, Madison St to Center St
Evans St, Graham St to Empire St
Evans St, University Ave to Graham St
Evans St, Walnut St to Chestnut St
Jefferson St, Clinton St to Robinson St
Jefferson St, Colton Ave to Towanda Av
Jefferson St, Davis Ave to Colton Ave
Jefferson St, Robinson St and Davis Ave
Monroe St, Clinton St to Robinson St
Scott St, Madison St to Center St
Summit St, Macarthur Ave to Wood St
Taylor St, Willard Ave to Kreitzer Ave
Thompson Ave, Center St to Main St

Streets with Many Structural Problems

Allin St, Macarthur Ave to Wood St
Chestnut St, Eugene St to Colton Ave
Chestnut St, Linden St to Eugene St
Chestnut St, Mason St to Oak St
East St, Graham St to Empire St
Evans St, Chestnut St to Locust St
Evans St, Empire St to Walnut St
Monroe St, Clayton St to Clinton St
Monroe St, Evans St to Clayton St
Monroe St, McLean St to Evans St
Taylor St, Moore St to Mercer Ave
Walnut St, Center St to Main St

Condition of Brick Streets					
Brick Street Section	**Crown Condition**	**Drainage Problems**	**Base Condition**	**Ride-ability**	**PASER**
Allin St., Macarthur Ave. to Wood St.	FAIR	FEW	AVERAGE / POOR	AVERAGE/ POOR	3
Allin St., Oakland Ave. to Macarthur Ave.	FAIR	FEW	AVERAGE	AVERAGE	4
Chestnut St., Eugene St. to Colton Ave.	FLAT	FEW	AVERAGE / POOR	POOR	2
Chestnut St., Linden St. to Eugene St.	FAIR / FLAT	FEW	POOR	AVERAGE/ POOR	2
Chestnut St., Mason St. to Oak St.	FLAT	MANY	AVERAGE / POOR	AVERAGE/ POOR	2
Chestnut St., Oak St. to Lee St.	FAIR	FEW	AVERAGE	AVERAGE	5
Davis Ave., Jefferson St. to Washington St.	GOOD	NONE	GOOD	GOOD	10
Division St., Main St. to East St.	GOOD	FEW	GOOD	GOOD	8
East St., Chestnut St. to Locust St.	FAIR	FEW	AVERAGE	AVERAGE	4
East St., Division St. to Kelsey St.	GOOD	NONE	GOOD / AVERAGE	AVERAGE	7
East St., Emerson St. to Beecher St.	FAIR	FEW	AVERAGE	AVERAGE	4
East St., Graham St. to Empire St.	FAIR	FEW	AVERAGE / POOR	POOR	2
East St., Kelsey St. to Emerson St.	GOOD	NONE	GOOD / AVERAGE	AVERAGE	7
East St., Locust St. to Mulberry St.	GOOD	NONE	GOOD / AVERAGE	GOOD	7
East St., University Ave. to Graham St.	FAIR	FEW	AVERAGE	AVERAGE	5
Elm St., Madison St. to Center St.	FAIR	FEW	AVERAGE	AVERAGE	5
Evans St., Chestnut St. to Locust St.	FAIR	FEW	AVERAGE / POOR	POOR	3
Evans St., Empire St. to Walnut St.	FAIR	MANY	POOR	POOR	3
Evans St., Graham St. to Empire St.	FAIR	FEW	AVERAGE	AVERAGE	5
Evans St., University Ave. to Graham St.	FAIR	FEW	AVERAGE / POOR	POOR	3
Evans St., Walnut St. to Chestnut St.	GOOD	FEW	GOOD / AVERAGE	AVERAGE	6

Brick Street Section	Crown Condition	Drainage Problems	Base Condition	Ride-ability	PASER
Jefferson St., Clinton St. to Robinson St.	FAIR	FEW	AVERAGE	AVERAGE	5
Jefferson St., Colton Ave. to Towanda Ave.	GOOD	FEW	AVERAGE	AVERAGE/ POOR	5
Jefferson St., Davis Ave. to Colton Ave.	FAIR	FEW	AVERAGE	AVERAGE	5
Jefferson St, Robinson St. to Davis Ave.	GOOD	NONE	GOOD / AVERAGE	GOOD	6
Monroe St., Clayton St. to Clinton St.	GOOD	FEW	AVERAGE / POOR	POOR	3
Monroe St., Clinton St. to Robinson St.	FAIR	MANY	AVERAGE	AVERAGE	4
Monroe St., Evans St. to Clayton St.	FAIR	MANY	AVERAGE / POOR	POOR	2
Monroe St., McLean St. to Evans St.	FAIR	MANY	POOR	POOR	2
Scott St., Center St. to Main St.	FAIR	NONE	AVERAGE	AVERAGE	7
Scott St., Madison St. to Center St.	FAIR	FEW	AVERAGE	AVERAGE	6
Summit St., Macarthur Ave. to Wood St.	FAIR	FEW	GOOD / AVERAGE	AVERAGE	6
Taylor St., Moore St. to Mercer Ave.	FLAT	EXCESSIVE	POOR	POOR	1
Taylor St., Willard Ave. to Kreitzer Ave.	FAIR	FEW	AVERAGE / POOR	AVERAGE	4
Thompson Ave., Center St. to Main St.	FAIR	FEW	AVERAGE	AVERAGE	6
University Ave., Clinton Blvd. to White Pl.	FLAT	NONE	GOOD / AVERAGE	GOOD	7
Walnut St., Center St. to Main St.	FAIR	MANY	POOR	POOR	2
White Pl., Emerson St. to University Ave.	FAIR	FEW	AVERAGE	AVERAGE	7
White Pl., University Ave. to Empire St.	GOOD	FEW	AVERAGE	AVERAGE	7

In addition to structural conditions, surface conditions were also analyzed. Concrete or asphalt patching can impact the ride-ability as well as the visual appearance of the street. Most of Bloomington's brick streets are only one to twelve percent patched.

Brick Street Patching Percentages		
Brick Street Section	**Area of Patch (Sq. Ft.)**	**Percent of Street Patched (%)**
Allin St., Macarthur Ave. to Wood St.	633.1	4.1
Allin St., Oakland Ave. to Macarthur Ave.	112.7	1.6
Chestnut St., Eugene St. to Colton Ave.	587.7	5.4
Chestnut St., Linden St. to Eugene St.	555.6	4.8
Chestnut St., Mason St. to Oak St.	376.8	2.9
Chestnut St., Oak St. to Lee St.	558.4	6.3
Davis Ave., Jefferson St. to Washington St.	0.0	0.0
Division St., Main St. to East St.	43.3	1.1
East St., Chestnut St. to Locust St.	375.9	3.7
East St., Division St. to Kelsey St.	324.3	3.1
East St., Emerson St. to Beecher St.	612.6	7.1
East St., Graham St. to Empire St.	1175.0	12.5
East St., Kelsey St. to Emerson St.	85.2	1.4
East St., Locust St. to Mulberry St.	506.8	6.9
East St., University Ave. to Graham St.	541.8	6.9
Elm St., Madison St. to Center St.	0.0	0.0
Evans St., Chestnut St. to Locust St.	188.8	2.2
Evans St., Empire St. to Walnut St.	277.4	2.6
Evans St., Graham St. to Empire St.	111.8	1.5
Evans St., University Ave. to Graham St.	261.3	3.0
Evans St., Walnut St. to Chestnut St.	179.9	2.1
Elm St., Madison St. to Center St.	0.0	0.0
Jefferson St., Clinton St. to Robinson St.	474.3	2.5
Jefferson St., Colton Ave. to Towanda Ave.	1449.0	7.3

Brick Street Section	Area of Patch (Sq. Ft.)	Percent of Street Patched
Jefferson St., Davis Ave. to Colton Ave.	359.0	1.6
Jefferson St., Robinson St. to Davis Ave.	11.9	0.1
Monroe St., Clayton St. to Clinton St.	611.9	8.0
Monroe St., Clinton St. to Robinson St.	653.2	4.0
Monroe St., Evans St. to Clayton St.	200.5	2.6
Monroe St., McLean St. to Evans St.	433.9	4.8
Scott St., Center St. to Main St.	0.0	0.0
Scott St., Madison St. to Center St.	0.0	0.0
Summit St., Macarthur Ave. to Wood St.	223.8	1.8
Taylor St., Moore St. to Mercer Ave.	26.3	0.2
Taylor St., Willard Ave. to Kreitzer Ave.	170.8	2.7
Thompson Ave., Center St. to Main St.	0.0	0.0
University Ave., Clinton Blvd. to White Pl.	0.0	0.0
Walnut St., Center St. to Main St.	59.7	1.2
White Pl., Emerson St. to University Ave.	0.0	0.0
White Pl., University Ave. to Empire St.	0.0	0.0

Historic Distinction

Brick Street Section	Neighborhood	Historical District
Allin St., Macarthur Ave. to Wood St.		
Allin St., Oakland Ave. to Macarthur Ave.		
Chestnut St., Eugene St. to Colton Ave.		
Chestnut St., Linden St. to Eugene St.		
Chestnut St., Mason St. to Oak St.	Northwest Union Neighborhood	
Chestnut St., Oak St. to Lee St.	Northwest Union Neighborhood	
Davis Ave., Jefferson St. to Washington St.	Davis-Jefferson Historical	Davis-Jefferson Historical District
Division St., Main St. to East St.		
East St., Chestnut St. to Locust St.		
East St., Division St. to Kelsey St.		
East St., Emerson St. to Beecher St.		
East St., Graham St. to Empire St.		
East St., Kelsey St. to Emerson St.		
East St., Locust St. to Mulberry St.	Downtown Bloomington	
East St., University Ave. to Graham St.		
Elm St., Madison St. to Center St.	South Hill Neighborhood	
Evans St., Chestnut St. to Locust St.		Greenlee, Robert, House - NHD
Evans St., Empire St. to Walnut St.		
Evans St, Graham St to Empire St		

Brick Street Section	Neighborhood	Historical District
Evans St., University Ave. to Graham St.		
Evans St., Walnut St. to Chestnut St.		
Jefferson St., Clinton St. to Robinson St.	Near East Side Neighborhood	
Jefferson St., Colton Ave. to Towanda Ave.	Davis-Jefferson Historical	Davis-Jefferson Historical District
Jefferson St., Davis Ave. to Colton Ave.	Davis-Jefferson Historical	Davis-Jefferson Historical District
Jefferson St., Robinson St. to Davis Ave.	Davis-Jefferson Historical	Davis-Jefferson Historical District
Monroe St., Clayton St. to Clinton St.	Near East Side Neighborhood	
Monroe St., Clinton St. to Robinson St.	Near East Side Neighborhood	
Monroe St., Evans St. to Clayton St.	Near East Side Neighborhood	
Monroe St., McLean St. to Evans St.	Near East Side Neighborhood	
Scott St., Center St. to Main St.	Northwest Union Neighborhood	
Scott St., Madison St. to Center St.	Northwest Union Neighborhood	
Summit St., Macarthur Ave. to Wood St.		
Taylor St., Moore St. to Mercer Ave.	Founders Grove	
Taylor St., Willard Ave. to Kreitzer Ave.	Founders Grove	
Thompson Ave., Center St. to Main St.	Northwest Union Neighborhood	
University Ave., Clinton Blvd. to White Pl.	White Place Neighborhood	White Place – NHD
Walnut St., Center St. to Main St.	Northwest Union Neighborhood	
White Pl., Emerson St. to University Ave.	White Place Neighborhood	White Place – NHD
White Pl., University Ave. to Empire St.	White Place Neighborhood	White Place – NHD

Brick Streets Prioritization List

The Prioritization List is the handy, short-form of the Brick Streets Strategic Plan. This list includes all of Bloomington's brick streets, their prioritization for preservation in categories one through three, and some short explanations about the extent of preservation for each category.

Category 1 [RESTORE]: These brick streets sections should be repaired, restored and reconstructed to their original appearance. These bricks should be replaced and the disturbed areas restored to their former appearance. Additional efforts should be made to actually restore these brick streets when funds are available.

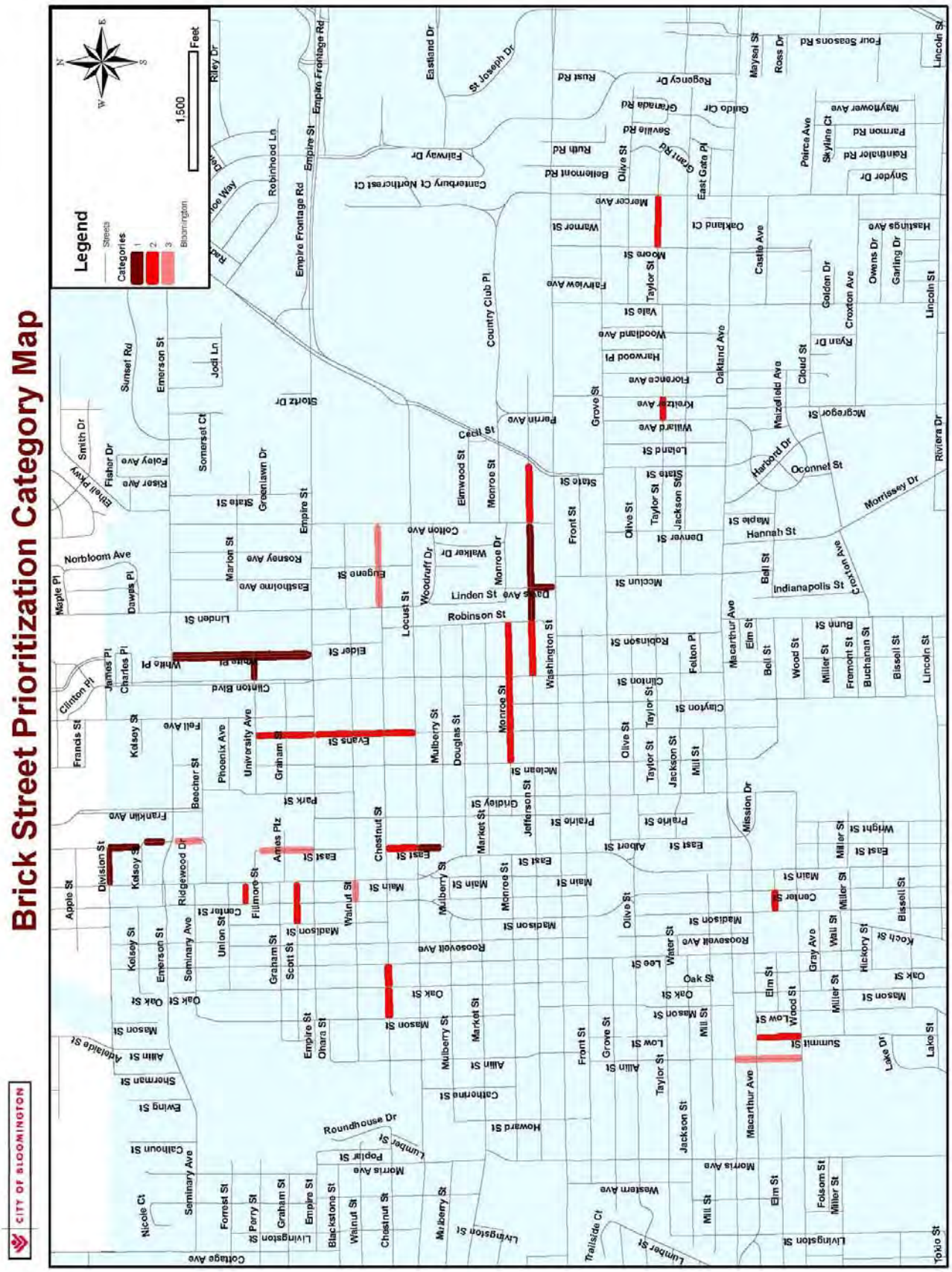
Davis Ave, Jefferson St to Washington St
Division St, Main St to East St
East St, Division St to Kelsey St
East St, Kelsey St to Emerson St
East St, Locust St to Mulberry St
Jefferson St, Davis Ave to Colton Ave
Jefferson St, Robinson St to Davis Ave
University Ave, Clinton Blvd to White Pl
White Pl, Emerson St to University Ave
White Pl, University Ave to Empire St

Category 2 [REPAIR]: These streets are important enough to merit preservation, but not so important as to merit restoration. If any existing brick areas are disturbed, they shall be restored to their original appearance using the standard in this policy. All existing pavement patches on category two brick streets will not be restored unless disturbed areas are adjacent to existing pavement patches.

Chestnut St, Mason St to Oak St
Chestnut St, Oak St to Lee St
East St, Chestnut St to Locust St
Elm St, Madison St to Center St
Evans St, Chestnut St to Locust St
Evans St, Empire St to Walnut St
Evans St, Graham St to Empire St
Evans St, University Ave to Graham St
Evans St, Walnut St to Chestnut St
Jefferson St, Clinton St to Robinson St
Jefferson St, Colton Ave to Towanda Ave
Monroe St, Clayton St to Clinton St
Monroe St, Clinton St to Robinson St
Monroe St, Evans St to Clayton St
Monroe St, McLean St to Evans St
Scott St, Center St to Main St
Scott St, Madison St to Center St
Summit St, Macarthur Ave to Wood St
Taylor St, Moore St to Mercer Ave
Taylor St, Willard Ave to Kreitzer Ave
Thompson Ave, Center St to Main St

Category 3 [RECONSTRUCT]: Resurfacing and patching with materials other than brick are allowed on these streets. These brick streets do not meet the standards required for repair or restoration. The Public Works Department can patch, resurface or reconstruct as budget and conditions dictate.

Allin St, Macarthur Ave to Wood St
Allin St, Oakland Ave to Macarthur Ave
Chestnut St, Eugene St to Colton Ave
Chestnut St, Linden St to Eugene St
East St, Emerson St to Beecher St
East St, Graham St to Empire St
East St, University Ave to Graham St
Walnut St, Center St to Main St


Brick Street Prioritization Category Map
CITY OF BLOOMINGTON
Legend
Streets
Categories
1
2
3
Bloomington
1,500
Feet
N
W
E
S

Utilities and Brick Street Patching

The Brick Streets Strategic Plan ensures the preservation of the surface of category one and category two brick streets. This plan requires that all surfaces disturbed by utility cuts for these category one and two streets be replaced in brick. If existing utility patches are re-excavated on category one and category two streets, they must be replaced with brick if some portion of the newest excavation touches brick.

Though streets with utilities running beneath them are less than optimal candidates for preservation, there are no brick streets in the city that are free of utilities. Nearly all of the brick streets have at least one water main and one sewer line running beneath them.

The Public Works Department shall have the discretion to not replace the brick on Category 1 & 2 streets should a patch be of substantial size beyond the capability of the Operations Division of Public Works or affordability of the Public Works Department to be determined by the Director of Public Works.

Salvaging Bricks

The Public Works Department Operations Division actively salvages bricks just for repair purposes. In an effort to have spare bricks for repair work done by city crews, the City of Bloomington asks that utility companies and excavation companies provide the city with any bricks from category three streets or any streets with bricks under the existing surface and deliver them to our city yards located at the southeast corner of East Street and Jackson Street. If contractors are not able to deliver the brick to the above city location, contractors can contact the Public Works Department at (309)434-2225 and provide notice when a stockpile of clean viable bricks can be picked up. Upon approval of this Brick Streets Strategic Plan, the Public Works Department will send out a letter to the local contractors informing them of this option. In addition, future city contracts will be modified so that the salvation of bricks is included in the contract.

Utility Cuts

Utility cuts are the most common surface disturbance in local streets. Brick patches in category 1 [restore] and category 2 [repair] are handled differently depending on the reason for the patch. The following are the different possibilities for the existing brick streets to be disturbed and the process for patching them:

1. Utility Companies - patches that are made by utility cuts are covered under each utility's franchise agreement.

2. Private Contractor - Street cuts made by private contractors require at a minimum a permit from the Public Works Department and are normally done as a paid service for residents who live along the brick street. Patching the utility cut is accomplished by city contracted crews, with the person who caused the utility cut reimbursing the city for the cost of the surface restoration. The resurfacing material (concrete, asphalt or brick) and cost are determined by the City's Public Works Department through standards referenced in the Brick Streets Strategic Plan.

3. City Maintenance – Street cuts made by the City of Bloomington during the course of maintaining the public utilities shall be placed back according to the standards referenced in the Brick Streets Strategic Plan using City funds.

Restoration of brick pavement costs three to four times as much as patching utility cuts with concrete or asphalt. Further, the difference between the cost of brick patching and asphalt patching becomes greater as the size of the job increases. This is due to the fact that brick replacement, which is labor intensive with relatively fixed per unit costs, cannot compete with the advantage of mechanization and efficiencies of scale allowed through asphalt or concrete patching.

The Public Works Department has estimated, in 2009 dollars, the costs per square yard for different types of patches on brick streets. Here is an estimate of costs:

Patching Material	Cost Installed
Brick	**$ 250 /sq.yd.**
Asphalt	**$ 60 /sq.yd.**
Concrete	**$ 60 /sq.yd.**

Brick Street Restoration Policy

Restoration for category 1 and category 2 streets is clear: If the surface is disturbed, it is to be re-laid with brick meeting the standards laid out in this policy. Any restoration work completed on categories 1 or 2 streets shall be paid for using city funds.

Restoration for category 3 streets is different from categories 1 and 2 in that when the street needs to be restored either partially or completely, the city has the right to place whatever material best suits the needs of the city to maintain public safety. Category 3 streets also differ in that residents will have the ability to choose whether they would like to continue to have a brick street and share some of the cost to restore it to a category 1 brick street.

Being a category 3 street does not automatically place the street in the resurfacing pool. Placement in the resurfacing pool is either determined by the Public Works Department or by a petition of at least 80% of the property owners along the category 3 brick street. The Public Works Department will only place the category 3 brick street in the resurfacing pool if the street is in such condition that it has become a safety hazard and is beyond minor repairs.

At the time adjoining residents or the city determine that a residential brick street is in need of total reconstruction, the residents will be informed by mail of the placement of the street in the pool of citywide streets for evaluation in the street resurfacing program. At the time of this notification, residents will have one year to implement one of the following options:

1. File a petition to have the street remain brick. If the Public Works Department receives a petition from 80% of the adjacent property owners that they wish to keep the street brick, then the Public Works Department will allow the street to remain brick assuming that there are not any major safety issues that exist which cannot be easily addressed. Filing this petition does not guarantee that the brick street will remain a brick street.

2. Coordinate with the City Council to determine if there should be a special service area implemented. Filing of this petition does not guarantee a specific council response. The City Council's response is dependent upon finances and the general direction of the council. This special service area procedure allows for a cost-sharing of the street reconstruction between the city and the adjacent property owners. It will allow adjacent property owners to have a special assessment be placed on their property tax bill so that the street can be upgraded from a resurface project to a brick street restoration project. The adjacent property owners will be responsible for the difference between the estimated resurfacing cost and the actual cost to reconstruct the street using bricks. Once completed, the street would become a category 1 brick street. In order to begin this process, a petition must be filed with the City of Bloomington Public Works Department.

After the year deadline has passed, the City can move forward with the resurfacing or reconstructing of the street as funding priorities and objective resurfacing criteria allow.

Brick Street Patching Standard and Details

This standard pertains to brick streets that will be repaired to their original brick surface appearance because they are in category one or two.

Prior to removal of any of the brick street surface a representative of the Public Works Department will mark the limits for the brick street replacement. During removal of the existing brick street surface, due care shall be exercised to prevent damage to adjacent bricks. No additional measurements will be made for increases in area due to additional removal required for machine curb and gutter, carelessness during removal, or leaving edges of brick pavement or patches exposed to traffic. No additional measurement for payment will be made after the work is completed.

Upon excavation to the depth required for placement of the concrete base course, the existing sub-base shall be re-compacted. If the sub-base is still unstable as determined by a representative of the Public Works Department it shall be over excavated to a depth of 6" and Sub-base Granular Material Type B shall be placed and compacted below the concrete base course. Little over excavation and placement of sub-base granular material is anticipated. However, if required the cost for this work shall be included in the contract unit price per square yard.

All repair areas will require placement of a 6" PCC base course. The cost of the 6" PCC base course shall be included in the bid price.

An uncompacted leveling base of FA-2, Class A, non-plastic, clean sand shall be screeded over the concrete base course to a thickness of 1" to 1½". The leveling base shall not exceed 1½". The bricks are expected to settle ¼" to ½" after compaction.

Bricks shall be laid to follow the adjacent brick pattern with generally the same spacing between bricks as the adjacent bricks. As the bricks are laid they shall be moved back and forth to solidly bed them into the sand leveling base.

When necessary to cut bricks, cutting shall be performed to leave a clean edge to the traffic surface. Bricks shall be cut with either a block splitter or a masonry saw.

Once the bricks are in place, sand shall be placed over the area and worked into the joints between the bricks with a broom, leaving a thin sand layer 1/8" to 1/4" thick over the patch area. A pass shall be made with a vibratory plate compactor over the brick surface. The compactor shall be a plate type soil compactor capable of 3500 to 5000 lb centrifugal compaction force. This equipment shall be similar to Model P-22 as manufactured by Koehring, Master Division, Dayton, Ohio.

Additional passes shall be made over the area with the vibratory plate compactor while simultaneously brushing additional FA-2 sand into the joints. The patch shall then be watered while adding additional FA-2 sand to the area and brooming the sand into the joints. A thin layer (1/4" maximum) of sand shall be left over the patch. All other excess sand shall be removed from the site.

30 days after sand is broomed and watered into the joints, the Contractor shall again broom and water FA-2 sand into the brick joints as directed by the Engineer. Excess sand shall be removed from the site.

This work will be paid for at the bid price per square yard for Brick Patching, which price shall include furnishing all work required to complete the excavation, sub grade improvement if needed, 6" PCC base course, and reconstruction of the brick pavement.

EXISTING ASPHALT OVER BRICK TO BE REMOVED
BRICK
SAND
CONCRETE BASE
NOTES:
1. EXACT DEPTHS ARE UNKNOWN
2. REMOVE ASPHALT TO TOP OF BRICK AS SPECIFIED AND AS APPROVED BY THE ENGINEER
DETAIL OF EXISTING ASPHALT OVER BRICK AREA TO BE REMOVED

BRICK
SAND
CONCRETE BASE
PROPOSED BRICK REPLACEMENT
PROPOSED SAND CUSHION (1" TO 1½")
PROPOSED 6" CONCRETE BASE
NOTES:
1. BRICKS ARE EXPECTED TO SETTLE ¼" TO ½"
2. PROVIDE POSITIVE DRAINAGE
3. AFTER COMPACTION SAND SHALL BE BROOMED, COMPACTED AND WATERED INTO JOINTS, SEE SPECIAL PROVISIONS.
BRICK PAVEMENT REPLACEMENT DETAIL

CONCRETE OR ASPHALT PATCH
BRICK
SAND
CONCRETE BASE
FULL DEPTH SAW CUTS
NOTES:
1. EXACT DEPTHS ARE UNKNOWN
2. SAWCUT AND REMOVE FULL DEPTH AS SPECIFIED AND AS APPROVED BY THE ENGINEER
DETAIL OF EXISTING CONCRETE OR ASPHALT PATCH TO BE REMOVED

BRICKS TO BE REMOVED
BRICK
SAND
CONCRETE BASE
FULL DEPTH SAW CUTS
NOTES:
1. EXACT DEPTHS ARE UNKNOWN
2. SAWCUT AND REMOVE FULL DEPTH AS SPECIFIED AND AS APPROVED BY THE ENGINEER
DETAIL OF EXISTING BRICK AREAS TO BE REMOVED

TO: CITY OF BLOOMINGTON

PETITION FOR REPAIRS/NEW OVERLAY FOR EAST MONROE BETWEEN CLINTON AND ROBINSON

NAME	ADDRESS	PHONE # (OPTIONAL)
Jay Williams	807 E. Monroe St.	309-433-6736
Jessica Lewandoski	804 E. MONROE ST.	309-706-2805
Natalie Chiles	808 E. Monroe	630-254-8184
Aaron Vogel	805 E Monroe	309 310 -8470
Lisa Elston	810 E. Monroe	309 287 9313
Barrett Hertel	818 E Monroe	309 706 1770
Shawn Baker	818½ E Monroe	309-533-4460
Jane Ward	817 E Monroe	309-829-4091
Virginia Wheeler	821 E. Monroe	309-828-6823
Timothy A. Gehrt	823 E. Monroe	
[illegible]	824 E Monroe	(773) 798-6881
Daiteng Hellerman	824 E Monroe	309-622-1912
[illegible]	820 E Monroe	309 828-8582
Amy Hertel	802 E. Monroe	309-846-5888

CITY OF Bloomington ILLINOIS
www.cityblm.org

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

December 9, 2016

Dear Residents and Property Owners:

I am writing to inform you of a preliminary budget and plan to repave the 800 block of East Monroe Street. The brick street is in disrepair and would benefit from repaving. Furthermore, a petition from area residents is supportive of repaving the street.

If funding is available, the project is scheduled to begin in 2017.

I want to emphasize that the plan to begin this work is preliminary, and the work will also be subject to budget approvals and the five year Capital Improvement Plan. We are open to public comments by mail, FAX, telephone or e-mail.

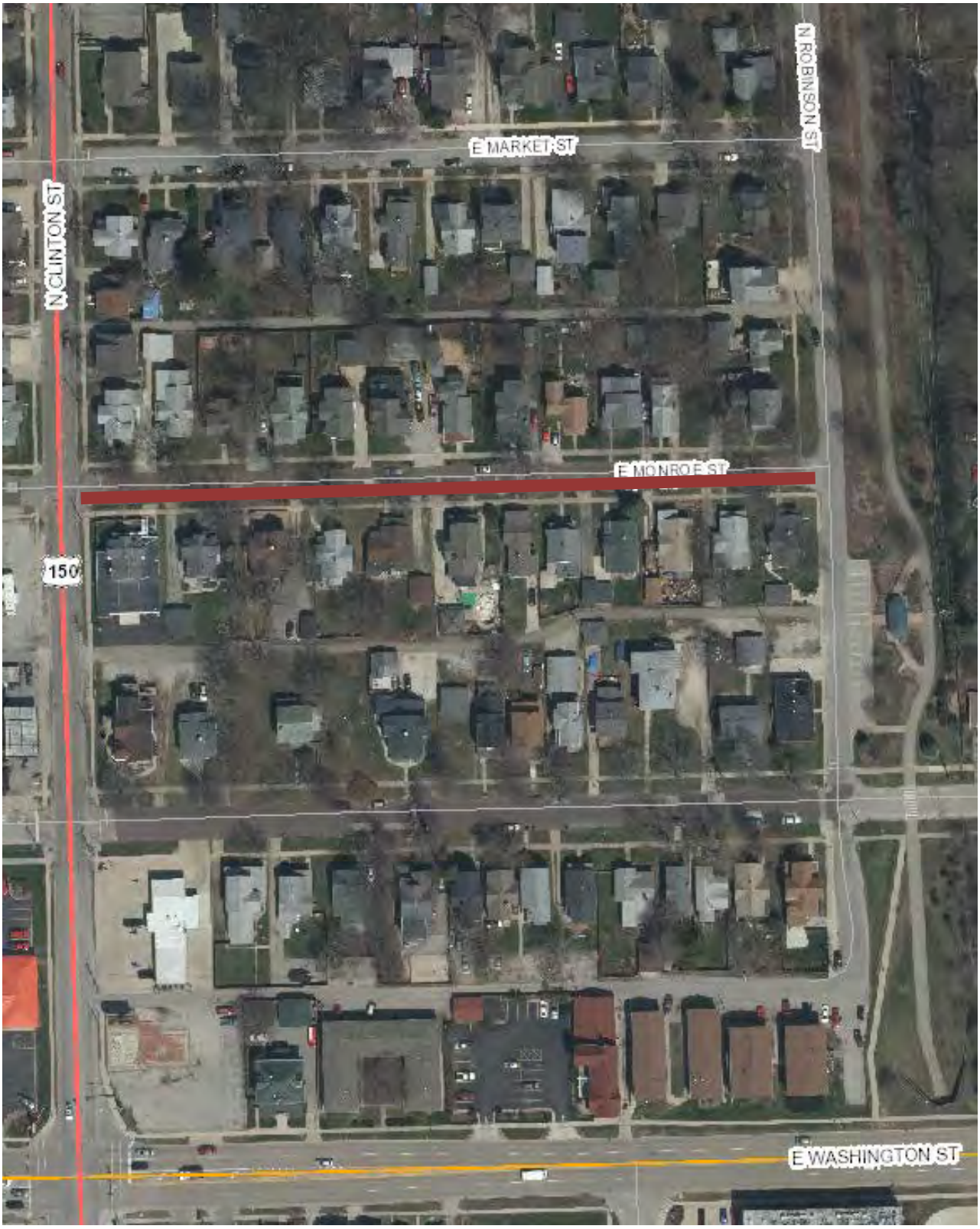
To comment, contact Steve Arney at: (309) 434-2419 or via email: sarney@cityblm.org. If you choose to comment, please include complete contact information so that we may respond if needed.

Most Sincerely,

Jim Karch, P.E. CFM
Director of Public Works
Public Works Department
City of Bloomington
P.O. Box 3157
115 East Washington Street
Bloomington, Illinois 61702-3157
(309)434-2225, Fax (309)434-2201
jkarch@cityblm.org

"Providing good stewardship of the public infrastructure and equipment safely through competitive services and excellent customer relations."

Brick Repaving Area



Brick Streets- Response to Council Questions/FAQs

How long can a brick street last?
How long a brick street lasts depends upon a variety of aspects- weather, traffic loads, disruption due to utility work, etc. Columbia's existing brick streets downtown have lasted 100 years with little to no maintenance. New construction materials have pushed the life of brick streets estimate, by the construction industry, to over 150 years. The cobblestones laid down on Rome's Appian Way are about 2,000 years old and counting, and have withstood everything from sandals, horses, and tour busses.

Where brick streets are in poor condition, the cause is typically the condition of the base the bricks are laid upon. The bricks themselves do not warp or buckle, but rather the sand and gravel base underneath them has reacted adversely to weather and traffic/load conditions. Thus, this proposed policy does not recommend any maintenance or repairs without replacing the present bases with smooth, long-lasting concrete bases topped with an appropriate intermediary, cushioning material. If individual bricks break, they can be replaced individually without tearing up large segments of the street.

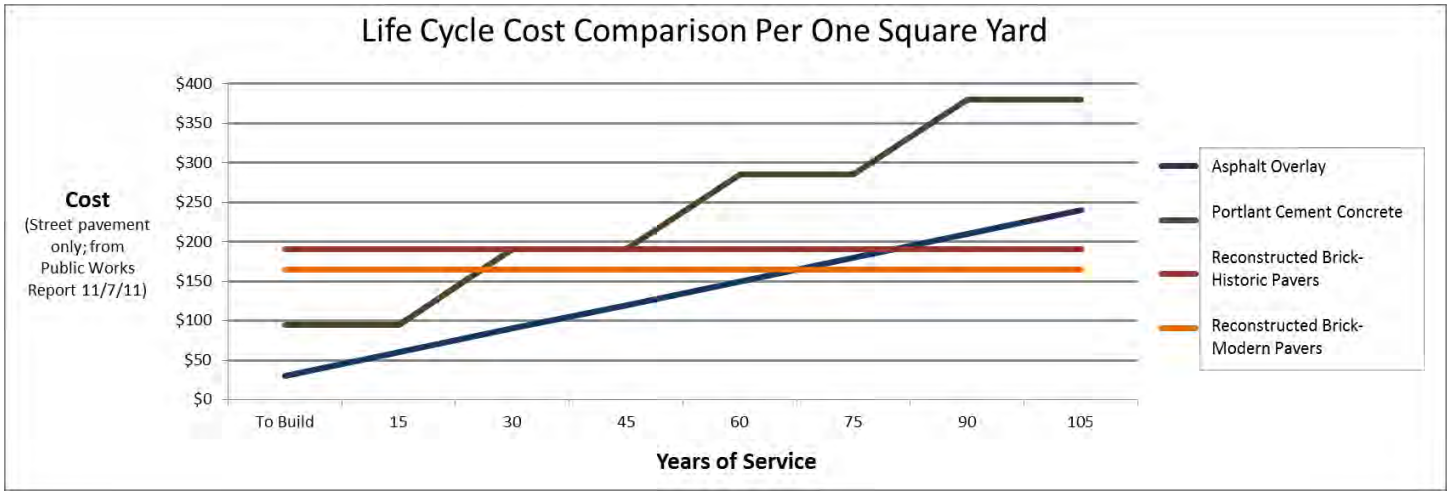
Are brick streets more, or less, expensive than asphalt streets?
There is some debate on this topic. On a per square foot basis, over a large area, new or salvaged historic brick is more expensive than asphalt. However, because asphalt must be replaced every 15 years (+/-) and bricks will last more than 100 years, the bricks are less expensive over the life-cycle of the street. If the life of asphalt pavement downtown is only 15 years, the streets would need to be repaved more than 6 times in 100 years. History tells us that bricks last far longer than 15 years.

At the March 21, 2011 City Council meeting, Council requested a staff report indicating the cost of rehabilitating an existing brick street versus the installation and maintenance of a concrete street. The subsequent report for CM #3295 prepared by the Public Works Department, Brick Street Renovation (11/07/11), has been attached for Council consideration, and the following is an excerpt summarizing the cost differential between street materials:

> ***Comparative Costs***
> *This portion of the report presents comparative costs per square yard of street pavement for three options available for future maintenance or renovation of downtown streets. The costs are for the street pavement only and do not include any additional associated projects that could include sidewalk replacement or utility replacement. The costs have been estimated using recent bid prices for city projects in Columbia and other communities in the Midwest that are working on similar issues.*
>
> > *Cost to mill and overlay an existing asphalt overlay on an historic brick paved street…….$30 per Square Yard*
> > *Cost to remove a brick paved street (with or without asphalt overlay) and reconstruct a brick paved street to the correct elevation and grade on an improved base:*
> >
> > > *Two options are available for reconstructing a brick paved street. One option is to use historic pavers; the other is to use modern pavers. There are pros and cons to each option. The cost is slightly higher for using historic pavers, due mostly to the availability of the historic pavers and the need to place all pavers by hand. Additional pavers are needed since many of the existing pavers are broken. With modern pavers the*

option exists to place pavers mechanically which can save labor costs. Both types of pavers need to be placed on a suitable base which in the downtown area is a concrete base pavement due to the vehicle loads and the proximity of underground utility and service connections.
Using historic pavers….. $190 per Square Yard
Using modern Pavers…..$165 per Square Yard
Cost to remove a street (any material) and replace with a Portland Cement Concrete street…. $95 per Square Yard

This information has been plotted to show the potential life-cycle cost of the street pavement over time:



What kind of maintenance has been done on Columbia's bricks streets?
The City Public Works department does not have a brick street maintenance policy, so maintenance has generally been deferred or piecemeal. Many brick areas have been slowly replaced or paved over in the course of utility or other street work, leaving areas of miss-matched materials. These areas where different materials meet are often more negatively affected by weather conditions, traffic, snow removal, etc., then areas of a single pavement material.

South Glenwood Avenue's historic brick street (from Broadway south to Stewart) was rehabilitated in the 1990s, and is in excellent condition.

According to Public Works' Brick Street Renovation report: "Brick pavements in the downtown area are generally in fair condition with various amounts of rutting and uneven surface conditions due mostly to the poor strength of the base under the pavement. This uneven surface condition is also evident on some of the brick paved streets that have been overlaid with asphalt. The vehicle loads in the downtown area are considerably heavier than in the early 1900's when the brick pavements were originally placed."

Due to heavier loads in modern time, the Brick Streets policy follows the industry best practice recommendation to replace sand and gravel bases with concrete bases to extend the longevity of the brick streets life-cycle beyond 100 years and to maintain a smooth surface.

Will historic brick pavers break down if placed on concrete bases?
As with all paving materials, appropriate construction methods and materials are the key factors behind the longevity of brick paved streets re-laid over a concrete base. The benefit of brick pavers is that if a brick cracks or breaks, that brick can be removed and replaced. Asphalt and concrete roads have a very different process for repairing cracks and potholes. All paving materials are not immune to repair needs, which is why this proposed policy has been prepared.

Historic pavers were traditionally laid upon a gravel and sand base. In previous generations, brick streets often carried less and lighter traffic. The use of concrete bases will extend the life of historic brick pavers, but to prevent material breakdown, an intermediary cushion material, such as a level sand asphalt setting bed, will need to be placed between the concrete base and the brick pavers. Additionally, historic bricks re-laid over concrete bases will need to be in good condition (lacking fractures and cracks) to provide the longest life-span.

What about ADA requirements and crosswalks?
It is very important that all crosswalks over brick streets, curb ramps, and adjacent sidewalks are ADA accessible. While modern bricks have often been used in recent times in Columbia to visually distinguish downtown crosswalks while providing ADA accessibility, crosswalks over brick streets do not have to be brick.

The Americans with Disabilities Act of 1990 does not require any street material (asphalt, brick or concrete) to meet the same ADA standards as sidewalks, ramps and crosswalks; however, with proper restoration techniques, brick streets can follow sidewalk, ramp and crosswalk design standards for slopes, cross slopes, and surface impediments such as vertical surface discontinuities. Two important design factors are recommended: repaired brick streets need to be uniformly placed over a level concrete base to prevent vertical obstructions and tight, sand-swept joints are needed to create a smooth surface to limit traveling vibrations.

The ability of brick pavers to be ADA accessible can be seen in the numerous new sidewalks Columbia has built with decorative brick-paved sections (examples include Eight Street, Seventh Street and Broadway). The repaving of Short Street is also an example of accessible modern brick pavers; South Glenwood Avenue provides a good example of accessible historic brick pavement.

Do brick streets calm traffic?
Brick streets are commonly cited to be an excellent traffic calmer because they look and feel different than other streets. A case study of Winter Park, Florida showed a drop in average speed from 29 mph from 41 mph after a brick restoration project was undertaken in 1996.

Is there a cost estimate available for the scope of the proposed brick streets policy?
No, not at this time. City Public Works has indicated that cost estimates may be based upon the bid to use modern brick pavers on the newly reconstructed Short Street. A cost estimate for historic brick pavers may be based upon estimates in Public Works' Brick Street Renovation report.

How would this policy be implemented over time?
The HPC has identified repairing downtown brick streets as the highest priority. These brick streets are the most used, the most visible, and are generally in the worst condition. That is why the policy sets a goal of 20 years to repair the brick streets in the core zone. 20 years was the suggested timeline for the complete repair of these streets to balance budget concerns versus repair needs. Which core zone streets are fixed first within this timeline should be determined by

the Council, staff and the public *in the same way other street projects are prioritized, designed and funded- through interested parties and public hearing meetings held by the City Council*.

There is already a brick streets repair fund in the budget, though little funding has been put in it in recent years (Annual Historic Brick Street Renovation, account # C00234). The HPC also suggests that during every annual budget process, the Council allocate funds into the brick streets account to eventually fund uncovering or "daylighting" brick streets in the core zone. A suggested prioritized list is provided in the policy resolution. There is no timeline on when these streets would be daylighted, nor is there an explicit requirement to do so within a certain time period. Any brick street uncovering projects would follow the *same process by which other street projects are prioritized, designed and funded- through interested parties and public hearing meetings held by the City Council*.

The sections of this policy resolution describing how brick streets should be treated when disturbed by utility or other street work should begin following adoption of the policy resolution.

The Council may also direct the preparation of an "ordinance to allow a majority (percentage to be established) of the property owners living on a portion of at least one block of a street with historic brick pavement to request that their street be restored using either historic or modern brick pavers dependent upon availability and subject to a special assessment of property tax to pay for the expense of such work", as called for in section 4, following policy resolution adoption. Such an ordinance would be subject to a public hearing.

Additional Resources:

ADA and Sidewalks, Delaware T2 Center, June 2011
http://www.ipa.udel.edu/healthyDEtoolkit/docs/ADAsummaryPlanning209.pdf

Brick Streets, Blair Historic Preservation Alliance, Blair Nebraska,
http://www.blairhistory.com/bricks/faq_new.htm

Flexible Vehicular Brick Paving: Brick Paving A Heavy Duty Applications Guide, Brick Industry Association
http://www.pinehallbrick.com/userfiles/BIAheavypaving.pdf

Life Cycle Performance, Boyer, Dr. Bob, Asphalt Institutute Senior District Engineer and Jay Hensley Asphalt Enginner Chief Engineer
http://www.asphaltmagazine.com/archives/1999/Summer/Life_Cycle_Performance.pdf

PHB TechBullet #12 Case Study: Winter Park Streetscapes: A new concept in traffic calming, Pinehall BRick
http://www.pinehallbrick.com/userfiles/TechBullet12_001.pdf

REGULAR AGENDA ITEM NO. 8C(a)

FOR COUNCIL: April 24, 2017

SUBJECT: Consideration of Approving a Contract with Rowe Construction for the FY 2018 General Resurfacing Program, (Bid # 2017-23).

RECOMMENDATION/MOTION: That the unit prices from Rowe Construction for the FY 2018 General Resurfacing Program in the amount of $2,080,000.00, be accepted, the contract approved, and the City Manager and City Clerk authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities; Goal 4. Strong neighborhoods; and Goal 5. Great place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 2a - Better quality roads and sidewalks; Objective 4d - Improved neighborhood infrastructure; Objective 5a - Well-planned City with necessary services and infrastructure.

BACKGROUND: The Public Works Department prepared the FY 2018 General Resurfacing proposal package and advertised the project for competitive bids. Bids for this contract were received until 2:00 PM Tuesday, April 4, 2016, in the office of the City Clerk. One (1) bid was received and opened.

Contractor:	**Bid Amount**
Rowe Construction, Bloomington, IL	$2,181,837.52
No Other Bids were Received	_____

The General Resurfacing program includes resurfacing of larger volume streets and the widening of Linden Street from Locust to Empire. With a goal of increasing competition, Staff again created two (2) street resurfacing projects (General Resurfacing and Street & Alley Repair) this year in the hope of receiving multiple bids. Multiple contractors requested proposal packages for both of the street resurfacing projects, however, Rowe Construction was the lone bidder on both proposals.

The substantial completion date for this project is in the bid documents as November 17, 2017.

The FY 2018 sidewalk, street and ramp program funding was initially budgeted as follows:

Budgets	
Street & Alley Resurface Program FY 2018	$3,646,896.00
ADA Sidewalk Ramp Replacement Program FY 2018	$400,000.00
Sidewalk Repair Program FY 2018	$488,866.00
Sidewalk Replacement 50-50 program FY 2018	$105,000.00
Water Department Street Paving Contribution FY 2018	$50,000.00
Total City Budgets	**$4,690,762.00**

Following review of the submitted bids for resurfacing and sidewalks, Staff recommends the following final allocation as the best use of available funding:

Programs		subtotals
Streets		$3,870,762.00
- General Resurfacing	*$2,080,000.00*	
- Street and Alley Repair	*$1,590,762.00*	
- Pavement Preservation	*$200,000.00*	
Sidewalks		$820,000.00
Total City Programs		**$4,690,762.00**

Since the bid documents allow for the addition and removal of work, staff will work with the contractor to limit the work to the budgeted and awarded contract amount of $2,080,000.00

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on March 21 & 28, 2017, and a pre-bid meeting was held at 1:30 PM on March 27, 2017, in the Public Works Department's Conference Room.

FINANCIAL IMPACT: Funds are included in the FY 2018 Proposed Budget Book under Capital Improvement-Street Construction & Improvement account (40100100-72530). Stakeholders can locate this in the FY 2018 Budget Book titled "Proposed Other Funds Budget" on pages 79, 225, 240 and 245.

COMMUNITY DEVELOPMENT IMPACT: *N/A*

Link to Comprehensive Plan/Downtown Plan Goals: *N/A*

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

Respectfully submitted for Council consideration.

Prepared by: Ryan L. Otto, P.E., Assistant City Engineer

Reviewed by: Jim Karch, Director of Public Works

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- CONTRACT
- BID TAB
- LOCATION MAP

AGREEMENT

THIS AGREEMENT, Made and entered into this **April 24, 2017,** by and between**, Rowe Construction, a Division of United Contractors Midwest, 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 March 21 and 28, 2017**,** by advertisement, call for bids for furnishing all labor and material for the construction of **FY 2018 GENERAL RESURFACING** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on ***April 4, 2017***, submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **FY 2018 GENERAL RESURFACING** 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 **FY 2018 GENERAL RESURFACING** 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 **$2,080,000.00** 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 by **November 17, 2017.**

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

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:_____
City Manager

WITNESS:

CONTRACTOR (Seal)

_____

CITY OF BLOOMINGTON

FY 2018 GENERAL RESURFACING

City Project 50-01-53001-18-00

Bid No. 2017-23

BID TABULATION

Bid Opening Date: 4/4/2016
Bid Opening Time: 2:00 PM
Prepared By: JCK

Attended By:
Misty Shaffer
Andrew Coffey

				Rowe Construction	
ITEM NO.	ITEM	UNITS	PLAN QTY	UNIT PRICE	AMOUNT
1	MANHOLE TO BE ADJUSTED, SPECIAL	EA	36	$1,639.49	$59,021.64
2	LARGE UTILITY MANHOLE TO BE ADJUSTED, SPECIAL	EA	2	$3,090.94	$6,181.88
3	NEW FRAME & LID, TYPE 1	EA	13	$455.57	$5,922.41
4	INLET TO BE ADJUSTED, SPECIAL	EA	9	$1,551.10	$13,959.90
5	INLET TO BE RECONSTRUCTED	EA	22	$2,981.97	$65,603.34
6	NEW FRAME & GRATE, TYPE 3	EA	25	$569.74	$14,243.50
7	NEW FRAME & GRATE, TYPE 50	EA	5	$623.19	$3,115.95
8	VALVE BOX TO BE ADJUSTED, SPECIAL	EA	42	$861.59	$36,186.78
9	NEW FRAME AND CLOSED LID (FOR VALVE BOX)	EA	20	$198.89	$3,977.80
10	VALVE BOX RISER	EA	4	$115.25	$461.00
11	CATCH BASIN RISER, OR MANHOLE RISER	EA	2	$278.80	$557.60
12	STORM SEWER REMOVAL & REPLACEMENT, SPECIAL	FT	86	$66.44	$5,713.84
13	PIPE UNDERDRAINS, 6"	FT	100	$9.18	$918.00
14	PAVEMENT PATCHING (SPECIAL)	SY	975	$48.60	$47,385.00
15	EARTH EXCAVATION, (WIDENING)	CY	260	$60.91	$15,836.60
16	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CY	100	$60.35	$6,035.00
17	POROUS GRANULAR EMBANKMENT, SPECIAL 1 {CA-6}	CY	300	$57.81	$17,343.00
18	POROUS GRANULAR EMBANKMENT, SPECIAL 2 {CA-1}	CY	50	$67.31	$3,365.50
19	COMB CURB & GUTTER, REMOVAL (SPOT REMOVE), SPECIAL	FT	273	$27.66	$7,551.18
20	COMB CURB & GUTTER, TYPE B-6.18 (SPOT PLACEMENT), SPECIAL	FT	473	$63.60	$30,082.80
21	COMB CURB & GUTTER, REM OVAL (WHOLE BLOCK), SPECIAL	FT	2575	$8.44	$21,733.00
22	COMB CURB & GUTTER, TYPE B-6.18 (MACHINE METHOD), SPECIAL	FT	2675	$40.02	$107,053.50
23	SIDEWALK REMOVAL	SF	8860	$3.92	$34,731.20
24	DRIVEWAY PAVEMENT REMOVAL	SF	5200	$1.39	$7,228.00
25	PORTLAND CEMENT CONCRETE SIDEWALK, 4"	SF	8160	$7.72	$62,995.20
26	PORTLAND CEMENT CONCRETE SIDEWALK, 6"	SF	900	$8.37	$7,533.00
27	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6"	SF	5600	$8.51	$47,656.00
28	DETECTABLE WARNINGS	SF	208	$39.07	$8,126.56
29	RETAINING WALL, SPECIAL	FT	325	$153.27	$49,812.75
30	POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT)	LB	30536	$1.65	$50,384.40
31	POLYMERIZED HMA SURFACE COURSE, STONE MATRIX ASPHALT, MIX "D", N80, 9.5 mm	TON	1328	$148.25	$196,876.00
32	POLYMERIZED HMA SURFACE COURSE, STONE MATRIX ASPHALT, MIX "D", N80, 12.5 mm	TON	3661	$145.83	$533,883.63
33	POLYMERIZED HMA BINDER COURSE, FINE GRADED, MIX "C", N105, IL-19.0	TON	595	$116.63	$69,394.85
34	SAND MIX, N50, IL-4.75	TON	1791	$139.19	$249,289.29
35	SURFACE REMOVAL, 2.00"	SY	33210	$4.40	$146,124.00
36	SURFACE REMOVAL, 3.00"	SY	9675	$5.39	$52,148.25
37	TEMPORARY RAMPS	FT	100	$14.31	$1,431.00
38	TOPSOIL, SEEDING & MULCH	SF	10770	$5.10	$54,927.00
39	THERMOPLASTIC PAVEMENT MARKING LINE, 6"	FT	12840	$1.16	$14,894.40
40	THERMOPLASTIC PAVEMENT MARKING LINE, 8"	FT	150	$1.49	$223.50
41	THERMOPLASTIC PAVEMENT MARKING LINE, 12"	FT	736	$2.22	$1,633.92
42	THERMOPLASTIC PAVEMENT MARKING LINE, 24"	FT	420	$4.46	$1,873.20
43	THERMOPLASTIC PAVEMENT MARKING LETTERS & SYMBOLS	SF	897	$4.95	$4,440.15
44	TEMPORARY PAVEMENT MARKING LINE	FT	6225	$0.72	$4,482.00
45	RAILROAD PROTECTIVE LIABILTY INSURANCE (WASHINGTON ST)	LS	1.0	$10,000.00	$10,000.00
46	CONSTRUCTION LAYOUT, SPECIAL (FOR LINDEN ST WIDENING)	LS	1.0	$12,000.00	$12,000.00
47	TRAFFIC CONTROL COMPLETE	LS	1.0	$87,500.00	$87,500.00
				Bid Total	$2,181,837.52

City of Bloomington ILLINOIS

Public Works Department

GENERAL RESURFACING 2017 (FY2018)

0 0.15 0.3 0.6 Miles

DATE 4/10/2017

STREET NAME (MAJOR)	LOCATION
Chestnut St	Linden to Robinson
Grove St	Denver to Kreitzer
Holder Way	south of Clearwater
Linden St	Empire to Locust
Rust Rd	Washington to Regency
Washington St	Mercer to Veterans
Washington St	Brown thru Gas Ave

Holder Way

Linden St and
Chestnut St

Grove St

Washington St
Brown St thru Gas Ave

Washington St
Mercer Ave thru Veterans Pkwy
and
Rust Rd

Norfolk and Southern Railroad

Union Pacific Railroad (Amtrak)

REGULAR AGENDA ITEM NO. 8C(b)

FOR COUNCIL: April 24, 2017

SUBJECT: Consideration of Approving a Contract with Rowe Construction for the FY 2018 Street & Alley Repair Program, (Bid # 2017-24).

RECOMMENDATION/MOTION: That the unit prices from Rowe Construction for the FY 2018 Street & Alley Repair Program in the amount of $1,590,762.00, be accepted, the contract approved, and the City Manager and City Clerk authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities; Goal 4. Strong neighborhoods; and Goal 5. Great place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 2a - Better quality roads and sidewalks; Objective 4d - Improved neighborhood infrastructure; Objective 5a - Well-planned City with necessary services and infrastructure.

BACKGROUND: The Public Works Department prepared the FY 2018 Street & Alley Repair proposal package and advertised the project for competitive bids. Bids for this contract were received until 2:00 PM Tuesday, April 4, 2016, in the office of the City Clerk. One (1) bid was received and opened.

Contractor:	**Bid Amount**
Rowe Construction, Bloomington, IL	$1,629,690.67
No Other Bids were Received	_____

The Street and Alley Repair program includes resurfacing of lower volume streets and alleys. In the hopes of increasing competition, Staff again created two (2) street resurfacing projects (General Resurfacing and Street & Alley Repair) this year with the hope receiving multiple bids. Multiple contractors requested proposal packages for both street resurfacing projects, however, Rowe Construction was the lone bidder on both proposals.

The substantial completion date for this project is in the bid documents as November 17, 2017.

The FY 2018 sidewalk, street and ramp program funding was initially budgeted as follows:

Budgets	
Street & Alley Resurface Program FY 2018	$3,646,896.00
ADA Sidewalk Ramp Replacement Program FY 2018	$400,000.00
Sidewalk Repair Program FY 2018	$488,866.00
Sidewalk Replacement 50-50 program FY 2018	$105,000.00
Water Department Street Paving Contribution FY 2018	$50,000.00
Total City Budgets	**$4,690,762.00**

Following review of the submitted bids for resurfacing and sidewalks, Staff recommends the following final allocation as the best use of available funding:

Programs		subtotals
Streets		$3,870,762.00
- General Resurfacing	*$2,080,000.00*	
- Street and Alley Repair	*$1,590,762.00*	
- Pavement Preservation	*$200,000.00*	
Sidewalks		$820,000.00
Total City Programs		**$4,690,762.00**

Since the bid documents allow for the addition and removal of work, staff will work with the contractor to limit the work to the budgeted and awarded contract amount of $1,590,762.00.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on March 21 & 28, 2017, and a pre-bid meeting was held at 1:30 PM on March 27, 2017, in the Public Works Department's Conference Room.

FINANCIAL IMPACT: Funds are included in the FY 2018 Proposed Budget Book under Capital Improvement-Street Construction & Improvement account (40100100-72530). Stakeholders can locate this in the FY 2018 Budget Book titled "Proposed Other Funds Budget" on pages 79, 225, 240 and 245.

COMMUNITY DEVELOPMENT IMPACT: *N/A*

Link to Comprehensive Plan/Downtown Plan Goals: *N/A*

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

Respectfully submitted for Council consideration.

Prepared by: Ryan L. Otto, P.E., Assistant City Engineer

Reviewed by: Jim Karch, Director of Public Works

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- CONTRACT
- BID TAB
- LOCATION MAP

AGREEMENT

THIS AGREEMENT, Made and entered into this **April 24, 2017,** by and between**, Rowe Construction, a Division of United Contractors Midwest, 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 March 21 and 28, 2017**,** by advertisement, call for bids for furnishing all labor and material for the construction of **FY 2018 Street & Alley Repair** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **April 4, 2017**, submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **FY 2018 Street & Alley Repair** 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 **FY 2018 Street & Alley Repair** 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 **$1,590,762.00** 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 by **November 17, 2017.**

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

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:_____
City Manager

WITNESS:

CONTRACTOR (Seal)

_____

CITY OF BLOOMINGTON

FY 2018 STREET & ALLEY REPAIR

City Project 50-01-53002-18-00

Bid No. 2017-24

BID TABULATION

Bid Opening Date: 4/4/2016
Bid Opening Time: 2:00 PM
Prepared By: JCK

Attended By:
Misty Shafer
Andrew Coffey

				Rowe Construction	
ITEM NO.	ITEM	UNITS	PLAN QTY	UNIT PRICE	AMOUNT
1	MANHOLES TO BE ADJUSTED	EA	40.0	$1,617.20	$64,688.00
2	NEW FRAME & LID, SPECIAL, TYPE 1	EA	14.0	$436.78	$6,114.92
3	INLETS TO BE ADJUSTED	EA	5.0	$1,463.70	$7,318.50
4	INLETS TO BE RECONSTRUCTED	EA	20.0	$2,950.21	$59,004.20
5	NEW FRAME & GRATE, SPECIAL, TYPE 3	EA	22.0	$546.25	$12,017.50
6	NEW FRAME & GRATE, SPECIAL, TYPE 50	EA	3.0	$597.50	$1,792.50
7	VALVE BOX TO BE ADJUSTED	EA	26.0	$929.39	$24,164.14
8	NEW FRAME AND CLOSED LID (FOR VALVE BOX)	EA	12.0	$190.69	$2,288.28
9	VALVE BOX RISER	EA	3.0	$118.22	$354.66
10	CATCH BASIN RISER, OR MANHOLE RISER	EA	2.0	$267.31	$534.62
11	STORM SEWER REMOVAL & REPLACEMENT, SPECIAL	FT	156.0	$59.05	$9,211.80
12	PIPE UNDERDRAINS, 6"	FT	100.0	$8.80	$880.00
13	PAVEMENT PATCHING (SPECIAL)	SY	2145.0	$44.81	$96,117.45
14	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CY	150.0	$54.00	$8,100.00
15	POROUS GRANULAR EMBANKMENT, SPECIAL 1 (CA-6)	CY	100.0	$55.42	$5,542.00
16	POROUS GRANULAR EMBANKMENT, SPECIAL 2 (CA-1)	CY	50.0	$64.54	$3,227.00
17	COMB CURB & GUTTER, REMOVAL (SPOT REMOVE), SPECIAL	FT	3490.0	$23.12	$80,688.80
18	COMB CURB & GUTTER, TYPE B-6.18 (SPOT PLACEMENT), SPECIAL	FT	3640.0	$61.84	$225,097.60
19	COMB CURB & GUTTER, REM OVAL (WHOLE BLOCK), SPECIAL	FT	360.0	$7.72	$2,779.20
20	COMB CURB & GUTTER, TYPE B-6.18 (MACHINE METHOD), SPECIAL	FT	360.0	$42.80	$15,408.00
21	BITUMINOUS MATERIALS (PRIME COAT)	LB	25203.0	$1.67	$42,089.01
22	HOT MIX ASPHALT SURFACE COURSE, MIX C, N30	TON	3602.0	$100.41	$361,676.82
23	HOT MIX ASPHALT, BINDER (OR SURFACE) COURSE, MIX C, N50	TON	212.0	$166.60	$35,319.20
24	POLYMER FINE GRADED BINDER COURSE, MIX "C", N105 IL-19.0	TON	178.0	$117.61	$20,934.58
25	SAND MIX, N50, IL-4.75	TON	1638.0	$139.20	$228,009.60
26	SURFACE REMOVAL, 2.00"	SY	32145.0	$4.36	$140,152.20
27	SURFACE REMOVAL, 4.50"	SY	1925.0	$7.78	$14,976.50
28	HMA SURFACE REMOVAL, BUTT JOINT	SY	204.0	$46.06	$9,396.24
29	AGGREGATE SHOULDERS TYPE A OR TYPE B, SPECIAL	TON	100.0	$48.16	$4,816.00
30	PREPARATION OF BASE, SPECIAL	SY	2045.0	$6.63	$13,558.35
31	TEMPORARY RAMPS	FT	800.0	$12.75	$10,200.00
32	TOPSOIL, SEEDING & MULCH	SF	5060.0	$8.05	$40,733.00
33	RAILROAD PROTECTIVE LIABILITY INSURANCE (ABRAHAM RD, LOCUST ST, OLIVE ST)	LS	1.0	$15,000.00	$15,000.00
34	TRAFFIC CONTROL COMPLETE	LS	1.0	$67,500.00	$67,500.00
					$1,629,690.67

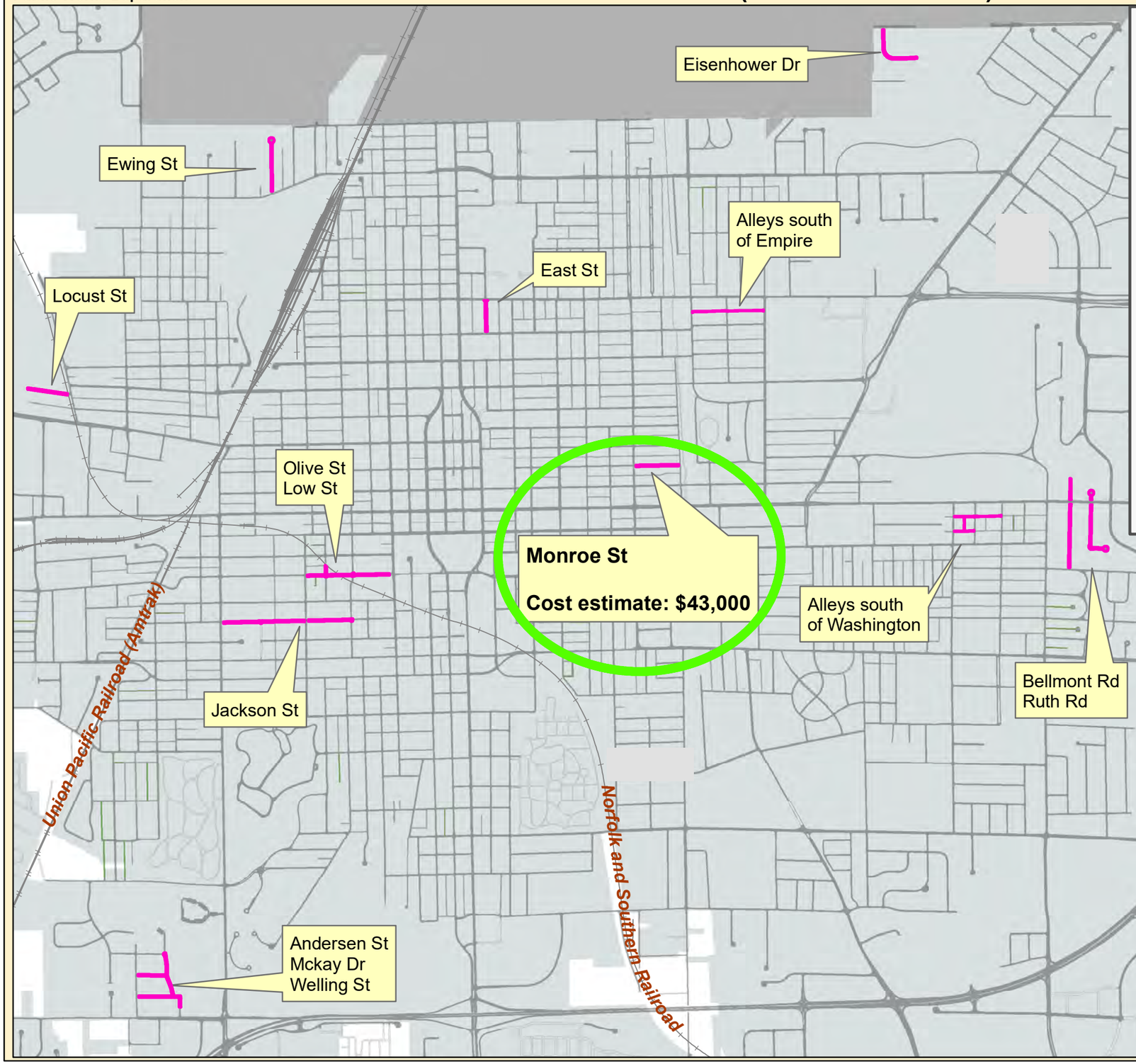
City of Bloomington ILLINOIS

Public Works Department

STREET & ALLEY REPAIR 2017 (FY2018) - MAP A (WITH MONROE ST)

0 0.15 0.3 0.6 Miles

DATE 4/20/2017



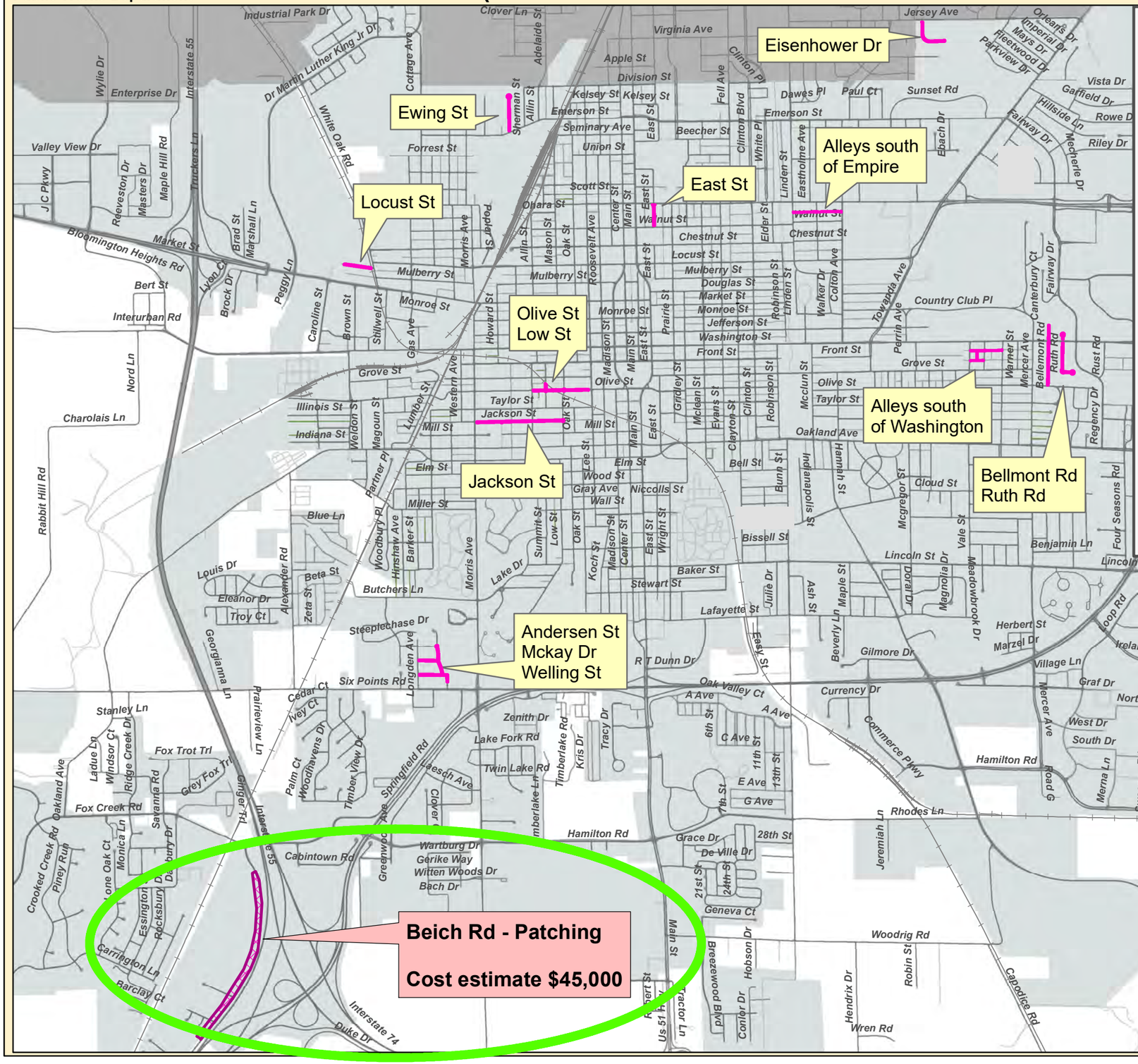
STREET NAME (RESIDENTIAL)	LOCATION
Andersen St	Longden to Mckay
Bellemont Rd	north & south of Washington
East St	Walnut to Empire
Eisenhower Dr	South of Jersey
Ewing St	N/O Emerson
Jackson St	Morris to Mason
Locust St	west of White Oak
Low St	Olive northward to RR tracks
Mckay Dr	Six Points to Hollycrest
Monroe St	Clinton to Robinson
Olive St	Allin to Lee
Ruth Rd	north & south of Washington
Welling St	Longden to Mckay
ALLEYS	**LOCATION**
3 connected alleys south of Washington St, north of Grove St	Access off of Vale St and Fairview Ave
Alley south of Washington St	Fairview Ave to Moore St
2 alleys south of Empire St	Linden St to Colton Ave

Public Works Department

STREET & ALLEY REPAIR 2017 (FY2018) - MAP B
(WITH MONROE ST OUT AND BEICH RD PATCHING ADDED)

0 0.225 0.45 0.9 Miles

DATE 4/20/2017



STREET NAME (RESIDENTIAL)	LOCATION
Andersen St	Longden to Mckay
Beich Rd (PATCHING)	South of Fox Creek Rd thru Ashley Dr
Bellemont Rd	north & south of Washington
East St	Walnut to Empire
Eisenhower Dr	South of Jersey
Ewing St	N/O Emerson
Jackson St	Morris to Mason
Locust St	west of White Oak
Low St	Olive northward to RR tracks
Mckay Dr	Six Points to Hollycrest
Olive St	Allin to Lee
Ruth Rd	north & south of Washington
Welling St	Longden to Mckay
ALLEYS	**LOCATION**
3 connected alleys south of Washington St, north of Grove St	Access off of Vale St and Fairview Ave
Alley south of Washington St	Fairview Ave to Moore St
2 alleys south of Empire St	Linden St to Colton Ave

REGULAR AGENDA ITEM NO. 8C(c)

FOR COUNCIL: April 24, 2017

SUBJECT: Consideration of Approving a Contract with J. G. Stewart Contractors, Inc. for FY 2018 Sidewalk Replacement and Handicap Ramp Program, (Bid #2017-25).

RECOMMENDATION/MOTION: That the unit prices from J. G. Stewart Contractors, Inc., for the FY 2018 Sidewalk Replacement and Handicap Ramp Program in the amount of $820,000 be accepted, the contract be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities; Goal 4. Strong neighborhoods; and Goal 5. Great place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 2a. This project upgrades sidewalks throughout the City, providing better pedestrian access. It also improves the infrastructure in neighborhoods, providing residents with a way to contribute to the quality of the sidewalks in their neighborhood. Objective 4d. Improved neighborhood infrastructure; Objective 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: Bids for this contract were received until 2:00 p.m. Tuesday, April 4, 2017 in the office of the City Clerk. Three (3) bids were received and opened in the Council Chambers.

Contractor:		**Bid Amount**
J.G. Stewart, Inc., Bloomington, IL	*Low Bid*	$ 899,487.77
George Gildner, Inc., Bloomington, IL		$ 970,267.00
Stark Excavating, Inc.		$ 973,712.25
Engineer's Estimate:		$ 932,986.25

This project includes the upgrade of any non-ADA compliant sidewalk access ramps and replacement of sidewalk that is not considered serviceable along the streets to be resurfaced under the FY 2018 General Resurfacing and FY 2018 Street and Alley Repair contracts.
The contract includes work to be done under the 50/50 sidewalk program which is an annual program administered by Public Works which allows homeowners to request that sidewalk be

replaced in front of their property, with the City's contractor doing the work and sharing in half the cost.

The substantial completion date for this project is in the bid documents as April 30, 2018.

The FY 2018 sidewalk, street and ramp program funding was initially budgeted as follows:

Budgets	
Street & Alley Resurface Program FY 2018	$3,646,896.00
ADA Sidewalk Ramp Replacement Program FY 2018	$400,000.00
Sidewalk Repair Program FY 2018	$488,866.00
Sidewalk Replacement 50-50 program FY 2018	$105,000.00
Water Department Street Paving Contribution FY 2018	$50,000.00
Total City Budgets	**$4,690,762.00**

Following review of the submitted bids for resurfacing and sidewalks, Staff recommends the following final allocation as the best use of available funding:

Programs		subtotals
Streets		$3,870,762.00
- General Resurfacing	*$2,080,000.00*	
- Street and Alley Repair	*$1,590,762.00*	
- Pavement Preservation	*$200,000.00*	
Sidewalks		$820,000.00
Total City Programs		**$4,690,762.00**

A unit price comparison of five (5) major work items is shown in the table below.

DESCRIPTION	UNITS	FY 2017 Unit Price	FY 2018 Unit Price	Change ($) FY16 – FY17	Change (%) FY16 – FY17
4" Sidewalk Remove/Replace	SF	$7.83	$8.03	$0.20	2.55%
6" Sidewalk Remove/Replace	SF	$8.46	$8.65	$0.19	2.25%
Saw Cutting	SF	$1.73	$1.78	$0.05	2.89%
ADA Ramp Side Curb	LF	$25.20	$24.50	($0.70)	-2.78%
Retaining Wall	SF	$75.00	$75.00	$0.00	0.00%

Since the bid documents allow for the addition and removal of repair locations, a contract for the entire budget amount will be awarded.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on March 21 and 28, 2017 and a pre-bid meeting was held at 1:00

p.m. on March 27, 2016 in the Public Works Department's Conference Room.

FINANCIAL IMPACT: Funds are included in the FY 2018 Proposed Budget Book under Capital Improvement-Sidewalk account (40100100-72560). Stakeholders can locate this in the FY 2018 Budget Book titled "Proposed Other Funds Budget" on pages 79, 225, 240 and 246-248.

COMMUNITY DEVELOPMENT IMPACT:

Link to Comprehensive Plan/Downtown Plan Goals: TAQ-1.4 Pedestrian safety for users of all transportation facilities with a Sidewalk Master Plan, and sidewalk system that provides safe access throughout the transportation network

Respectfully submitted for Council consideration.

Prepared by:	Anthony J Meizelis, Civil Engineer I
Reviewed by:	Jim Karch, Director of Public Works
Financial & budgetary review by:	Chris Tomerlin, Budget Analyst Carla Murillo, Budget Manager
Community Development review by:	Tom Dabareiner AICP, Community Development Director
Legal review by:	Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Contract with J. G. Stewart Contractors, Inc.

AGREEMENT (To be Completed After Award of Contract)

THIS AGREEMENT, Made and entered into this **April 24 2017**, by and between**, J.G. Stewart Contractors, 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 March 21 and 28, 2017**,** by advertisement, call for bids for furnishing all labor and material for the construction of **FY 2018 SIDEWALK REPLACEMENT AND HANDICAP RAMP PROGRAM** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on ***April 4, 2017***, submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said of **FY 2018 SIDEWALK REPLACEMENT AND HANDICAP RAMP PROGRAM** 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 of **FY 2018 SIDEWALK REPLACEMENT AND HANDICAP RAMP PROGRAM** 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 **$820,000** 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 within by April 30, 2018.

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

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:_____
City Manager

WITNESS:

CONTRACTOR (Seal)

_____

CITY OF BLOOMINGTON
FY 2018 SIDEWALK REPLACEMENT AND HANDICAP RAMP PROGRAM

CITY PROJECT # 50-13-53002-18-00

Bid Tabulation

Bid Opening 4/5/2017 @ 2:00 PM
Attendees: Andrew Coffey
Misty Shafer

PREPARED BY : A. MEIZELIS
DATE : 4/6/2017

				Engineer's Estimate		Low Bid J.G. Stewart Contractors, Inc.		George Gildner, Inc.		Stark Excavation	
#	DESCRIPTION	UNITS	TOTAL QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	SIDEWALK REMOVAL	SF	74760	$1.65	$123,354.00	$1.92	$143,539.20	$1.70	$127,092.00	$2.20	$164,472.00
2	P.C.C. SIDEWALK 6"	SF	4285	$6.70	$28,709.50	$6.73	$28,838.05	$7.00	$29,995.00	$7.35	$31,494.75
3	P.C.C. SIDEWALK 6", HIGH-EARLY-STRENGTH	SF	300	$7.60	$2,280.00	$7.30	$2,190.00	$7.50	$2,250.00	$7.80	$2,340.00
4	P.C.C. SIDEWALK 4"	SF	70285	$5.90	$414,681.50	$6.11	$429,441.35	$7.60	$534,166.00	$6.40	$449,824.00
5	SIDEWALK EXCAVATION ± 4"	LF	500	$3.10	$1,550.00	$3.24	$1,620.00	$4.00	$2,000.00	$4.00	$2,000.00
6	DETECTABLE WARNINGS, CAST IN PLACE	SF	4225	$23.50	$99,287.50	$21.00	$88,725.00	$21.00	$88,725.00	$22.00	$92,950.00
7	DETECTABLE WARNINGS, SURFACE APPLIED	SF	40	$35.00	$1,400.00	$32.43	$1,297.20	$32.00	$1,280.00	$22.00	$880.00
8	SAW CUTTING SIDEWALK	LF	4285	$1.75	$7,498.75	$1.78	$7,627.30	$1.60	$6,856.00	$2.35	$10,069.75
9	PARTIAL CURB REMOVAL (BY SAW CUTTING)	LF	120	$20.00	$2,400.00	$20.55	$2,466.00	$20.00	$2,400.00	$37.00	$4,440.00
10	ADA RAMP SIDE CURB	LF	4570	$33.00	$150,810.00	$24.50	$111,965.00	$21.00	$95,970.00	$24.90	$113,793.00
11	CURB & GUTTER REMOVAL & REPLACEMENT	LF	725	$43.00	$31,175.00	$41.00	$29,725.00	$40.00	$29,000.00	$57.00	$41,325.00
12	RETAINING WALL (SPECIAL)	LF	30	$70.00	$2,100.00	$75.00	$2,250.00	$110.00	$3,300.00	$102.00	$3,060.00
13	12" MASONRY BLOCK WALL	SF	130	$35.00	$4,550.00	$34.61	$4,499.30	$36.00	$4,680.00	$50.00	$6,500.00
14	CONTROLLED LOW-STRENGTH MATERIAL (CLSM)	CY	10	$80.00	$800.00	$74.62	$746.20	$60.00	$600.00	$71.00	$710.00
15	INLET TO BE ADJUSTED	EA	6	$300.00	$1,800.00	$319.04	$1,914.24	$320.00	$1,920.00	$380.00	$2,280.00
16	INLET TO BE RECONSTRUCTED	EA	6	$1,600.00	$9,600.00	$1,676.33	$10,057.98	$1,675.00	$10,050.00	$1,700.00	$10,200.00
17	SIDEWALK REINFORCEMENT	SF	1000	$1.50	$1,500.00	$1.07	$1,070.00	$1.00	$1,000.00	$0.50	$500.00
18	TRAFFIC CONTROL, MAJOR STREETS	EA	4	$1,000.00	$4,000.00	$875.50	$3,502.00	$800.00	$3,200.00	$1,300.00	$5,200.00
19	SAW CUTTING SIDEWALK, SPECIAL	IN-FT	350	$50.00	$17,500.00	$44.00	$15,400.00	$35.00	$12,250.00	$53.50	$18,725.00
20	TOPSOIL PLACEMENT AND SEEDING, SPECIAL (LARGE AREA)	SF	3750	$3.00	$11,250.00	$1.50	$5,625.00	$1.60	$6,000.00	$1.50	$5,625.00
21	TOPSOIL PLACEMENT AND SEEDING, SPECIAL (SMALL AREA)	SF	4185	$4.00	$16,740.00	$1.67	$6,988.95	$1.80	$7,533.00	$1.75	$7,323.75
				TOTAL	$932,986.25	TOTAL	$899,487.77	TOTAL	$970,267.00	TOTAL	$973,712.25

REGULAR AGENDA ITEM NO. 8D

FOR COUNCIL: April 24, 2017

SUBJECT: Consideration of approving a Professional Services Contract with CDM Smith, Inc. for Professional Engineering Services related to the Water Department Infrastructure Master Plan, (RFQ #2017-26).

RECOMMENDATION/MOTION: That the Professional Services Contract with CDM Smith, Inc. for Professional Engineering Services related to the Water Department Infrastructure Master Plan in the amount not to exceed $431,600.00 be approved and the City Manager and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2 – Upgrade City Infrastructure and Facilities; Goal 5 – Great Place – Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE: Objective 2.B – Quality water for the long term; Objective 5.A – Well-planned City with necessary services and infrastructure

BACKGROUND:
A Water Department Infrastructure Master Plan is an essential planning document that includes the capital projects for improvement, maintenance, and replacement over the next 20-years. The Master Plan will include an inventory and evaluation of the existing condition and capacity of water system physical assets; an analysis of historical trends in population, service area, and water usage; a projection of the level of service required to meet City of Bloomington goals, regulatory compliance, and water usage; and an evaluation of alternatives to achieve and maintain the required level of service. The proposed Master Plan will review and build on the various planning studies that have been completed in the past.

Improvements to the original scope of this proposed Master Plan were developed through the processes of developing the request for qualifications, reviewing the statements of qualifications that were received, and interviewing the top-ranked firms. Since the time of the previous two Master Plans, the water industry has been adopting a practice of priority-based, comprehensive asset management as the methodology for developing a capital improvement plan. One goal of these revised industry practices is to achieve a higher level of fiscal responsibility by targeting specific levels of service determined for the utility customers, evaluating the condition and capacity of the water system assets, and developing a capital improvement plan to achieve that necessary level of service.

Initially, the Water Infrastructure Master Plan was anticipated to incorporate the previous planning reports. Although this approach would allow significant cost savings, the previous reports were examined in light of the new information gathered as noted above. Based on this new information, changes were made in the approach to the Master Plan.

The first change for the proposed Infrastructure Master Plan is a revised methodology for projection of water demands. The most recent master plans, 1997 and 2007, were based on a predetermined water production capacity goal of 30 MGD. Because the water system has experienced declining customer usage over the past several years, the proposed Master Plan has been revised to include water demand forecasting and water supply planning that meets current industry standards.

The second change for the proposed Infrastructure Master Plan is to include the inspection of the Division Street Reservoirs by a structural engineer with underwater diving capability. This method of evaluation puts a qualified structural engineer in the reservoir for direct inspection and evaluation of the structure without draining the reservoir. The Division Street reservoirs are the oldest in the system. Evaluation of the newer storage facilities will be conducted as part of the Master Plan with any recommendations for more extensive structural inspections, such as proposed for the older reservoirs, included as future capital projects.

The third change for the proposed Infrastructure Master Plan is to include utility benchmarking. This component of the study will compare the Water Department's performance metrics against other similar utilities in the region. The study will be based on national surveys, the industry guidance developed by the American water Works Association, and the selected consultant's experience in similar evaluations.

With these revisions, the Water Department Infrastructure Master Plan will be the essential financial plan to effectively managing the City of Bloomington Water System Assets.

CDM Smith, Inc. was selected using the Professional Services Qualifications Based Selection Process. This process involved:

1) Sending out Request for Qualifications (RFQ) specific to the project,
2) Reviewing each of the submitted Statements of Qualifications based on the criteria outlined in the RFQ and narrowing down the six (6) submittals to the top three (3) consultants,
3) Interviewing these three (3) consultants, and
4) Selecting a top consultant and negotiating a fee with them.

These four tasks are often referred to as a two-step professional services selection process. The City's procurement agent reviewed this process and confirmed that the procedure was performed in accordance with applicable standards.

The engineering firms that submitted Statement of Qualifications in response to the City's Request for Qualifications No. 2017-26 is as Follows:

1. AECOM Technical Services, Inc.
2. Baxter & Woodman, Inc.
3. CDM Smith, Inc.
4. Crawford, Murphy & Tilly, Inc.
5. Fehr-Graham & Associates, LLC.
6. McClure Engineering Associates, Inc.

The three engineering firms that were selected for interviews are as follows:
1. AECOM Technical Services, Inc.
2. Baxter & Woodman, Inc.
3. CDM Smith, Inc.

CDM Smith, Inc. was selected as the best firm to perform Professional Engineering Services for the Water Department based on the proposed staff and their experience related to previous similar projects completed. For reference to CDM Smith's qualifications, an excerpt of their Statement of Qualifications is attached.

In accordance with The Brooks Act - Federal Government Selection of Architects and Engineers (Public Law 92-582), the Illinois Local Government Professional Services Selection Act (50 ILCS 510) and the Architectural, Engineering, and Land Surveying Qualifications Based Selection Act (30 ILCS 535), the Qualifications Based Selection Process must be followed if federal or state grants, loans or any other federal or state monies are used to fund any portion of the project.

The contract amount included in the Professional Service Contract is a not-to-exceed amount. The final overall rates and fees proposed by CDM Smith, Inc. are fair, appropriate and competitive for the scope of work included.

The schedule for the project is to begin the design immediately upon receipt of a signed Professional Services Contract. We anticipate that the project will be finalized in the spring of 2018 with interim information available to assist capital improvement projects prioritization starting in FY 2019.

The Water Department Infrastructure Master Plan and its Capital Improvement Plan will set the groundwork for a Rate Study. The professional services for the Rate Study are planned to be contracted in FY 2019.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Qualifications was advertised in The Pantagraph on January 9, 2017. Interviews were held in the Water Department Conference Room on February 14 and 15, 2017.

FINANCIAL IMPACT: A not-to-exceed amount of $431,600.00 is proposed for Council consideration. Funds in the amount of $350,000 are included in the FY 2017 Budget under Water Administration-Engineering Services account (50100110-70050). The remaining $81,600 pending Council approval, will come from 24" Transmission Main Relocation at Shelbourne Drive project that is no longer anticipated to occur this year. Upon approval of this memo a transfer of $81,600 from Water Transmission & Distribution-Water Main Construction and Improvement account (50100120-72540) to Water Administration- Engineering Services account (50100110-70050) will be processed. Stakeholders can locate the funding sources in the FY 2017 Budget Book titled "Other Funds & Capital Improvement Program" on pages 114, 120, 274, 348 and 373-374.

COMMUNITY DEVELOPMENT IMPACT: Not Applicable

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: Not Applicable

Respectfully submitted for Council consideration.

Prepared by:	Richard Bernard, P.E., Civil Engineer II - Water
Reviewed by:	Robert Yehl, P.E., Water Director Steve Rasmussen, Assistant City Manager
Financial & budgetary review by:	Chris Tomerlin, Budget Analyst Carla Murillo, Budget Manager
Legal review by:	Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- CDM Smith Infrastructure Master Plan Contract
- CDM Smith Infrastructure Master Plan Proposal
- Excerpt of CDM Smith Statement of Qualifications

CITY OF BLOOMINGTON CONTRACT WITH
CDM Smith, Inc.
FOR PROFESSIONAL SERVICES FOR
Water Department Infrastructure Master Plan

THIS AGREEMENT, dated this 24 day of April, 2017, is between the City of Bloomington (hereinafter "CITY") and CDM Smith, Inc. (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

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

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

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

☒ 4 Fees as set forth in the Payment Terms attached as Exhibit B.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[ ] Other:_____

_____

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

_____

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

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
City Clerk

CDM Smith, Inc.

By: _____
Its_____

By: _____
Its_____

EXHIBIT A
SCOPE OF SERVICES / WORK PROVIDED

See attached Scope of Services

EXHIBIT B
PAYMENT TERMS

Cost for all employee compensation, overhead, and expenses, plus fixed fee of $36,732.00, with total compensation not to exceed $431,600.00 as detailed in the attached Scope of Services.

Addendum to Scope of Services

City of Bloomington Water Department

Baseline Consultant Expectations:

1. Quality
    a. The Consultant shall design with constructability and ease of maintenance in mind and consult with the City to determine the required level(s) of performance and service.
    b. The quality of the construction plans shall reflect the percent complete when submitted to the City for review. All plans shall be reviewed for quality assurance / quality control prior to submittal to the City. The City will not design the project and shall resend back to the Consultant if the quality is substandard.
2. Customer Service / Communication
    a. During initial design phases, Consultant will discuss material decisions with the City. Material decisions shall include all major components of the project. For example, pumps, electrical controls, software, pipe materials, pavement designs, signal materials and erosion protection.
    b. Consistent communication with the Project Manager for the City is critical.
    c. Communication through email is preferred for record keeping purpose.
    d. If issues arise that prevent timelines from being met or cause additional costs in the design, it is critical that the consultant contact the City as soon as possible.
    e. Electronic files shall be provided to the City upon completion of the design.
    f. Quantity take-off and calculation sheets shall be provided for construction field inspection.
3. Project Management
    a. Extensive field work throughout the design is expected. An onsite “plan in hand” meeting shall be scheduled with the City during appropriate phases of the design.
    b. Consultants shall be expected to submit plans with sufficient time for City to provide an adequate review of the design. This City review time shall be built into the project schedule up front.
    c. As-built information provided from previous construction plans shall be used to supplement survey data. Comprehensive survey data collection shall be done to verify as much field information as possible.
    d. Consulting contracts shall include a timeline for completion of design. The timeline provided shall allow sufficient time for dealing with outside agencies and any public interaction.
    e. Invoices submitted to the City shall include project percent complete on billing, design and timeline progression.
    f. A monthly status report shall be provided which includes major items completed, major issues, potential extra work, change orders, out of scope issues, information required from the City and other relevant issues.

The Water Department shall hold an exit project interview upon the completion of the project construction. This meeting will discuss how the Consultant has performed in each of these three areas. Unfavorable performances shall impact the Consultant’s selection on future City projects.

125 South Wacker Drive, Suite 700
Chicago, Illinois 60606
tel: 312-346-5000
fax: 312-346-5228

April 07, 2017

Robert Yehl, P.E.
Water Director
City of Bloomington - Water Department
603 W. Division Street
Bloomington, IL 61701

Subject: Water Department Infrastructure Master Plan

Dear Mr. Yehl:

CDM Smith is pleased to submit the enclosed scope of work and fee for the Water Department Infrastructure Plan. Our non-to-exceed fee for the scope of work is $431,600 to be billed on a cost plus fixed fee basis.

We are truly excited about this project and look forward to working with you and your staff to develop this master plan for the Bloomington Water System. I can be reached at (312) 780-7706 or at AtassiA@cdmsmith.com should you have any questions or need any additional information.

Very truly yours,



Amrou Atassi, P.E., BCEE
Associate and Project Director
CDM Smith Inc.

Exhibit A - Scope of Work, Schedule, and Fee
Water Department Infrastructure Master Plan
Updated April 07, 2017

CDM Smith's scope of work for the Water Department Infrastructure Master Plan is described herein. The scope of work is broken into eight (8) main tasks consisting of project management activities, data collection and review, water demand forecasting and water supply planning, water plant and pump station assessment, regulatory review and water quality evaluation, distribution system evaluation and assessment, staff benchmarking, and water infrastructure master plan development.

The objective of the plan is to develop a 20-year capital improvement program to meet water demands, infrastructure resiliency and regulatory compliance in a cost-effective manner.

Scope of Work

Task 1: Meetings and Project Management Activities

The objective of this task is to assure the Project is delivered to the expectations of the City. Activities to be included as part of the project management task include:

1. **Communications and Project Management Plan.** CDM Smith will prepare a Communications and Project Management Plan to include procedures and protocols that will support effective coordination of the CDM Smith Project Team.
2. **Project Team SharePoint Site.** CDM Smith will establish and maintain an electronic SharePoint site incorporating meeting agendas, summaries, outstanding issues list, frozen issues list, draft and final project deliverables, and other items.
3. **Project Quality Control Plan.** Prepare Quality Control Plan and establish Quality Assurance (QA) process that includes all activities to ensure that the Quality Control (QC) process for the Project is being followed. The following are key tenets of CDM Smith's quality process:
    - Develop Project-specific QC processes that conform to CDM Smith and the City's standards with a schedule for their completion
    - Obtain consensus from all team members
    - Build time into the Project schedule to allow for corrections, back-checks, and quality assurance reviews of all final deliverables
4. **Project Quality Management and Kickoff Workshop.** Conduct a Project Quality Management (PQM) and Kickoff Workshop, which is a formal requirement of CDM Smith's Quality Assurance Program, and is a team-oriented working session designed to develop a deep understanding of the Project challenges and a sense of teamwork and commitment to Project success. The PQM Workshop will review two basic tenets of effective Project delivery: the importance of planning; and the value of a unified and motivated Project delivery team. The PQM Workshop will concern:
    - Setting goals

- Establishing critical success factors
- Clarifying responsibilities
- Anticipating difficulties and managing risks (e.g., confined space, lead and asbestos, unforeseen site conditions), all of which will contribute to a successful Project.

The PQM process stresses a team approach – both to planning the Project and to executing delivery of the Project. Identifying all the key individuals that have a stake in the success of the Project and having them actively participate in the PQM meeting is essentially a team building activity. Through the facilitated discussions, everyone develops a thorough understanding the Project and a sense of shared commitment to the Project success that cannot be accomplished by reading, phone calls or e-mails to team members. Beyond its value as a planning and a team building tool, the PQM truly is an effective Project quality management tool that is recommended for the Project.

5. **Internal Coordination Meetings.** Conduct internal coordination meetings with CDM Smith Project Team to enhance communication throughout the Project. Internal coordination meetings will be conducted as necessary within each phase of the Project to accomplish this goal. This task includes preparing meeting materials as necessary to support such meetings, and preparing meeting summaries and action item lists as required.
6. **Monthly Reporting and Project Administration.** Prepare monthly status reports of Project progress, expenditures to date, cost-to-budget information, and submit in conjunction with monthly services invoice. Project coordination meetings, in addition to the workshops described below, will be held on a monthly basis throughout the Project with the City management team. The Project work plan will include a schedule with specific Project milestones needed to meet the requirements of this Scope of Work.
7. Project Schedule. In order to conduct this Project in a manner consistent with the City's objectives, the CDM Smith Project Team will develop a schedule. The efforts under this scope of work will be conducted to meet milestones that will be outlined in the Project management plan and a Draft Project schedule will be submitted at the Project Quality Management and Kick-off Workshop. Once the Project schedule is established, it will be maintained throughout the Project to reflect actual progress and will include any changes requested by the City management team.

CDM Smith will provide electronic, PDF, copies of agenda and handouts prior to meetings/workshops, and paper copies of agenda and handouts at the meetings/workshops.

Task 2: Data Collection and Review

The purpose of this task is to request, collect and review data that will be required in the completion of Tasks 3 through 7 below. CDM Smith will prepare a data request memorandum outlining the data needs to complete the project. Once the data is provided by the City, CDM Smith will review the data to determine how it will be used in each of the subsequent tasks.

Task 3: Water Demand Forecasting and Water Supply Planning

Task 3-1: Kickoff Workshop

CDM Smith will conduct a kickoff workshop to discuss the water demand forecasting task. The purpose of this workshop will be to review the data collected in Task 2, and discuss the proposed methodology for estimating water demand, as well as factors which have historically impacted water demands and the factors that are anticipated to impact future demands. Available source capacity data will be

extracted from previous reports and documents, including the 2000 Layne Report and the Illinois State Water Survey. CDM Smith is not expected to update safe yield data.

Task 3-2: Analyze Historical Water Usage

Using the data collected in Task 2, historical water usage shall be compiled and graphed in relationship to the impacting factors identified in the Kickoff Workshop and for which data are available. Impacting factors may include population served, ratio of residential to industrial/commercial water usage, median income, weather (rainfall and temperature), water rates, conservation, restrictions, and economic recession. Variation in monthly values of the impacting factors will be correlated with variation in monthly water use as measured in gallons per capita per day (gpcd). These statistical relationships (defined as elasticities) between gpcd and impacting factors will be used later in model development.

Historical system-wide water usage (i.e., total production, total billed consumption, maximum day demand, peak hour demand, etc.) will be analyzed to determine reasonable planning ratios of non-revenue water, maximum day demand and peak hour demand. Historical water usage shall be evaluated for the previous 10, 20 and 30 year periods where data are available.

CDM Smith will prepare a brief technical memorandum summarizing the historical water use patterns, significant relationships between gpcd and impacting factors, and system water use ratios.

Task 3-3: Population Projections

Historical population information will be compiled from the US Bureau of Census, city of Bloomington, McLean County Regional Planning Commission and the Illinois Department of Commerce and Community Affairs.

Where future population projections are insufficient, areas planned for growth, including new development, infill and redevelopment, will need to be established by the City and the wholesale water users. For these areas future population growth will be determined using traditional means such as land use acreage and assumed densities (such as 3.5 people per house or 2 commercial developments per acre) to estimate the future water service population (residential and commercial/industrial). CDM Smith will prepare a brief technical memorandum summarizing the historical and projected population for the service area thru the year 2040.

Task 3-4: Develop Preliminary Forecast Model and Baseline Forecast

CDM Smith will review the identified relationships between gpcd and impacting factors, availability of future values for the impacting factors, population projections, system water demand ratios, and planning scenarios. Given the analysis of historical water use and impacting factors, the Expected scenario will be based on historic average factor values, High Resource scenario based on historic maximum factor values. A preliminary water demand forecast model will be presented to the City during the Workshop Meeting.

The water demand relationships (mathematical demand functions) identified in above will be set up in a Microsoft Excel spreadsheet as the Water Demand Model for the service area. This spreadsheet model will include demand function parameters and factor input screens; estimates of water use by spatial area; estimates of system water loss (i.e., non-revenue water), average day, maximum day and peak hour demand; and output summary tables and graphics. The Water Demand Model will be in a format

compatible with ArcGIS for further spatial analysis and presentation. Water demand estimates generated from input of historical (base year) data will be compared with actual water use data from a base period in order to calibrate the water demand model, with review and comments from the City.

Future water demands for the service area will be estimated for a range of scenarios including the Expected and High Resource and 100-year drought conditions. Preliminary estimates of expected and alternative water demand forecasts will be submitted to City staff for comment and refinement.

Task 3-5: Preliminary Forecast Workshop

CDM Smith will conduct a kickoff workshop specific to the demand forecasting task. The purpose of this workshop will be to review the water demand forecasting results before the draft memorandum is finalized.

Task 3-6: Prepare Draft Technical Memorandum

Upon approval of the water demand forecasts, CDM Smith will prepare a draft technical memorandum documenting data sources, data analysis, model development and the water demand forecasts for review and comment by the City before it is finalized in the form of a final report. As part of this task, CDM Smith will develop supply and demand curves to identify when the City will have capacity limitations based on the projected water demands. As previously noted, source water capacity data will be extracted from already developed reports, including the 2000 Layne Report. CDM Smith will review the watershed management and dam safety programs provided by the City, and will reference in the Final Master Plan Report.

This task will be finalized and the Draft Memorandum will be submitted prior to the completion of Tasks 4 and 5.

Task 4: Water Plant, Storage and Pump Station Asset Inventory and Condition Assessment

Task 4-1: Kickoff Workshop (Combined with Task 5 Kickoff Workshop)

CDM Smith will conduct a kickoff workshop specific to the water plant and pump station assessment. The purpose of this workshop will be to review the data collected in Task 2, determine the level of service expected to be provided by the City, outline CDM Smith's approach for evaluating the water treatment plants and pump stations, develop a criticality matrix and condition assessment matrix, and finalize the workplan for this Task jointly with the City.

Task 4-2: Condition Assessment

CDM Smith will perform condition assessments and condition evaluations of the following items:

- Mackinaw River Pumping Pool, Pump Station and Outfall Structure
- Lake Bloomington Intake and Pump Station
- Lake Evergreen Intake and Pump Station
- In-Line Mixer
- Chemical Storage and Feed Systems
- Claricones and Infilco Accelator
- Recarbonation Basins

- Filters
- Filtered Water Reservoir
- High Service Pump Station
- Division Street Pump Station
- Enterprise Zone Pump Station
- Fort Jesse Road Pump Station “A”
- Fort Jesse Road Pump Station “B”
- Main Street Booster Pump Station
- Lime Sludge Lagoons
- Flowmeters at Each Site
- Electrical Equipment at Each Site
- Building Mechanical Equipment at Each Site
- Valves and Actuators at Each Site
- Automation Equipment (Process Instruments Only) at Each Site
- Building Condition

The condition assessments will consist of non-destructive visual assessment methods and discussions with water treatment plant and pump stations operations and maintenance staff to determine the condition of the equipment. The items above will be assessed in terms of:

- Physical condition (based on visual observations)
- Performance (based on visual observations, existing maintenance records, input from staff)
- Operation and maintenance issues (based on review of existing maintenance records). CDM Smith will interview plant operations and maintenance staff to obtain their input on systems or components that are in need of repair or replacement, or have performance or capacity issues.
- Age of equipment and structures in comparison to anticipated normal useful life for similar facilities.

The assessment will include process/mechanical, structural, architectural, building mechanical, electrical, civil/site, and instrumentation review.

The structural assessment of storage facilities will be as follows:

Division Street 10 MG and 5 MG below Grade Reservoirs – CDM Smith structural engineer will enter the reservoirs for a structural assessment if the City is able to completely drain the reservoirs for inspection. For the specialty underwater diving inspection, CDM Smith will retain the services of Collins Engineering) for a structural dive of both reservoirs. This includes pre-dive protocol/plan development, 4-man crew dive, and the development of an assessment report.

Fort Jesse Grade Level Tanks – CDM Smith structural engineer will enter the tanks for a structural assessment if the City is able to completely drain the tanks for inspection. No structural dive or ROV inspection is included.

Northeast (NE) Elevated Tank – This tank is new and appears to be in good condition. A structural interior assessment of the tank is not needed at this time. A visual assessment of the tank will be completed. If needed, a specialty tank inspection firm, Dixon, can be retained by the City (under a separate contract) for a detailed inspection including an assessment of the bowl of the tank.

Hamilton Road Elevated Tank – CDM Smith will complete a visual assessment of the tank. If needed, a specialty tank inspection firm, Dixon, can be retained by the City (under a separate contract) for a detailed inspection including an assessment of the bowl of the tank.

Task 4-3: Hydraulic Capacity Analysis

CDM Smith will develop a hydraulic profile for the water treatment plant using Visual Hydraulics. Once the hydraulic profile is complete, CDM Smith will perform a hydraulic capacity analysis of each unit process and the interconnecting piping/channels to determine whether any hydraulic bottlenecks exist that inhibit the plant to produce its rated capacity. It is expected that field testing may be required to confirm model results. ME Simpson will assist with flow measurements (assume one day).

Task 4-4: Pump Performance Testing

CDM Smith understands that manufacturer's pump curves are not readily available for the existing pumps at the City's facilities and will coordinate with City staff, pump manufacturers, and others to obtain pump curves where possible. CDM Smith will coordinate with City staff to complete pump performance tests to include flow, head, and power (where feasible) measurements to evaluate the performance and deviations from the manufacturer's curves. Pump testing will be completed for the Low Service Pumps, High Service Pumps, Fort Jesse A and B Pumps, Division Street Pumps, Enterprise Zone Pumps, and Main Street Pumping Station Pumps. It is also assumed that existing pumps can withstand a pump test and that valves can be throttled to allow multiple points of testing.

CDM Smith will retain the services of ME Simpson to provide flow and pressure readings. The City will provide an electrician to assist with power metering, including voltage and amps.

The existing hydraulic model developed by the City and used by CDM Smith in Task 6 can be updated by others with these results prior to the distribution system evaluation.

Task 4-5: Determine Recommended Improvements

CDM Smith will develop a list of potential improvements identified from the condition assessments and hydraulic capacity analysis. The list of potential improvements will be summarized, including the following:

- Definition of the problem, impact on operations and associated recommended fix.
- Assessment of level of priority.
- Area of review (structural, process, etc.)
- Definition of functional category.

Task 4-6: Cost Estimating

CDM Smith will provide an opinion of probable construction cost (OPCC) for the water treatment plant and pump station improvements recommended in Tasks 4-3 through 4-5. The OPCC provided will be an order-of-magnitude estimate as defined by the American Association of Cost Engineers with an expected accuracy within 50% above and 30% below the actual construction costs. All OPCCs will be provided in "today's dollars" at the time the technical memorandum is published. Where more than one alternative for improvements is identified, the alternatives will be compared by NIST 135 LCCA, or equivalent.

Task 4-7: Prepare Draft Technical Memorandum

CDM Smith will prepare a draft technical memorandum describing the findings from Tasks 4-1 through 4-6 above. The memorandum will be written in a format that allows the final version to be easily incorporated in to the final Water Infrastructure Master Plan as Section 4 described below in Task 8-1.

Task 4-8: Workshop (Combined with Task 5 Workshop)

CDM Smith will conduct a workshop with City staff to review the findings and recommendations related to the water treatment plant and pump stations. Minutes from the workshop will be prepared by CDM Smith and submitted to the City. The feedback received in the meeting will be used to finalize Section 4 in the draft Water Infrastructure Master Plan.

Task 5: Regulatory Review and Water Quality Evaluation

Task 5-1: Kickoff Workshop

CDM Smith will conduct a kickoff workshop specific to the regulatory review and water quality evaluation. The purpose of this workshop will be to review the data collected in Task 2, and determine the level of service expected to be provided by the City, outline CDM Smith's approach for evaluating future regulations and water quality, and finalize the workplan for this Task jointly with the City.

Task 5-2: Water Quality Review

CDM Smith will perform a review of the City's water quality, including:

- Current surface water sources (Lake Bloomington and Lake Evergreen)
- Future groundwater sources
- Finished water quality

This purpose of this subtask is to provide an understanding of the potential treatment challenges faced at the water treatment plant to assist in development of potential future treatment strategies and alternatives.

Task 5-3: Regulatory Review (Current and Future)

CDM Smith will provide a regulatory assessment for the City's water system and the impact of potential future regulations on the water system. The review will consist of a summary of current and potential future regulations, as well as an assessment of the City's ability to comply with the regulation.

Task 5-4: Treatment Strategies and Alternatives

CDM Smith will develop a series of potential treatment strategies and alternatives to address the water quality challenges facing the City. The areas to be addressed include:

- Evaluate the blending of existing surface water supplies with the new ground water source.
- Expansion of the water treatment plant versus rehabilitation of aging facilities.
- Strategies for nitrate removal, including groundwater blending, ion exchange, reverse osmosis membranes, and biological denitrification.
- Strategies for taste and odor control.
- Corrosion control strategies to address the potential blending of new water sources to the City's current supply.

As part of this task, CDM Smith will develop conceptual layouts for up to three treatment alternatives to address the above water quality challenges. Comparison level cost estimates (NIST 135 LCCA, or equivalent) will be developed for the three alternatives.

Task 5-5: Workshop

CDM Smith will conduct a workshop with City staff to review the findings and recommendations related to the treatment technologies and process changes. Minutes from the workshop will be prepared by CDM Smith and submitted to the City. The feedback received in the meeting will be used to finalize Section 5 in the draft Water Infrastructure Master Plan.

Task 5-6: Prepare Draft Technical Memorandum

CDM Smith will prepare a draft technical memorandum describing the findings from Tasks 5-1 through 5-3 above. The memorandum will be written in a format that allows the final version to be easily incorporated in to the final Water Infrastructure Master Plan as Section 3 described below in Task 8-1.

Task 6: Distribution System Evaluation and Assessment

Task 6-1: Kickoff Workshop

CDM Smith will conduct a kickoff workshop specific to the distribution system evaluation and assessment. The purpose of this workshop will be to review the data collected in Task 2, determine the level of service expected to be provided by the City, select water demand scenarios to examine, outline CDM Smith's approach for evaluating the distribution system, and finalize the workplan for this Task jointly with the City.

Task 6-2: Assessment and Analysis of Distribution System

CDM Smith will assess the existing distribution system using the City's existing, calibrated hydraulic model to identify any potential deficiencies within the system. Potential deficiencies may be related to system pressures, fire flows and water age at the different water demand scenarios and level of service expectations discussed in Task 6-1. Work to be performed under this subtask includes:

- Conducting hydraulic model simulations for average day flow, maximum day flows, peak hourly flows, and provide results with GIS maps with contours for the following (up to five model scenarios are included in the fee development):
    - Residual pressure
    - Available fire flows
    - Water age
- Identify any deficiencies in the distribution system related to pressures, fire flows, water age at the different water demand scenarios based upon the established level of service.
- Identify operational improvements for system optimization and energy efficiency, such as pump operation.
- Simulate system improvements in the model to correct the deficiencies identified above.

CDM Smith understands that the City's water distribution system was originally developed to operate with a low pressure zone transmission main between the WTP and City. The City has implemented a number of improvements to address low pressure concerns as customers are added. CDM Smith will evaluate the long-term sustainability and cost of operating the additional low-pressure zone, the

proposed control valve project intended to address minimum pressure, and the option of improvement the water system to a single main pressure zone.

For this Task, CDM Smith assumes that the model is complete and calibrated and ready for use. In addition, it is assumed that water demands and pump operational scenarios are included in the model. CDM Smith's efforts are limited to model simulations based on the established five modeling scenarios.

Task 6-3: Distribution System Storage Analysis

CDM Smith will evaluate the distribution system water storage needs based upon:

- Emergency storage
- Fire flow storage
- Operational storage to address diurnal flow changes

The storage evaluation will be included in Task 6-7 below. If additional storage is recommended, CDM Smith will provide information on the optimum location for the additional storage, volume, and type of storage (elevated, ground, etc.).

Based on the tank inspection reports and flow data provided by the City, CDM Smith can identify if potential water loss exists at the existing ground storage facilities.

Task 6-4: Develop a Watermain Rehabilitation and Replacement Program

In order to prioritize capital investment, CDM Smith will develop a watermain rehabilitation and replacement program as described below.

- Develop GIS layer for existing City piping and develop database with pipe information including diameter, length, age, material type, history of main breaks, soil conditions, and other critical condition information.
- Use the hydraulic model to conduct a criticality analysis (critical customers served by pipe, flow, velocity, etc.)
- Use the WaterGEMS Pipe Renewal Plan or equal software to conduct water main risk analysis/prioritization based on condition and criticality information to prioritize water main replacement and identify pipes needing rehab or replacement.
- Develop a list of water mains to be rehabbed or replacement for 5, 10 and 20 years.

Task 6-5: Distribution System Water Quality

CDM Smith will examine water quality in the distribution system related to water age, chlorine residual, potential disinfection by-product formation, nitrification and other issues. If any water quality issues are identified, CDM Smith will include recommendations on potential system improvements as part of the master plan.

Task 6-6: Cost Estimating

CDM Smith will provide an OPCC for the distribution system improvements recommended. The OPCC provided will be an order-of-magnitude estimate as defined by the American Association of Cost Engineers with an expected accuracy within 50% above and 30% below the actual construction costs. All OPCCs will be provided in "today's dollars" at the time the technical memorandum is published. Where

more than one alternative for improvements is identified, the alternatives will be compared by NIST 135 LCCA, or equivalent.

Task 6-7: Prepare Draft Technical Memorandum

CDM Smith will prepare a draft technical memorandum describing the findings from Tasks 6-1 through 6-6 above. The memorandum will be written in a format that allows the final version to be easily incorporated in to the final Water Infrastructure Master Plan as Section 5 described below in Task 8-1.

The memorandum will also include recommendations for the following distribution system related items to be implemented by the City in the future:

- Valve exercise program
- Leak detection/water loss program
- Metering assessment program and metering improvements
- Lead service line replacement program

Task 6-8: Workshop

CDM Smith will conduct a workshop with City staff to review the findings and recommendations related to the water distribution system. Minutes from the workshop will be prepared by CDM Smith and submitted to the City. The feedback received in the meeting will be used to finalize Section 5 in the draft Water Infrastructure Master Plan.

Task 7: Utility Benchmarking

The purpose of this task is to benchmark staffing levels in the City's water department against other similar utilities in the region based upon various national surveys, AWWA Benchmarking Report, and CDM Smith's experience. Staffing levels throughout the department will be examined, including water treatment operations, distribution system staff and maintenance staff. The staff benchmarking does not include department management and customer/billing services. CDM Smith will prepare a draft technical memorandum describing the findings. The memorandum will be written in a format that allows the final version to be easily incorporated in to the final Water Infrastructure Master Plan as Section 6 described below in Task 8-1.

Task 8: Water Infrastructure Master Plan Development

The purpose of Task 8 is to develop, review and finalize the Water Infrastructure Master Plan. The subtasks associated with Task 8 are the following:

Task 8-1: Prepare Draft Water Infrastructure Master Plan

CDM Smith will prepare a draft plan that documents the results of Tasks 2 through 7. The format of the report is expected to be the following:

- Section 1 – Executive Summary
- Section 2 – Introduction
- Section 3 – Water Supply and Demand
- Section 4 – Water Quality and Regulatory Review

- Section 5 – Water Treatment Plant, Storage and Pump Station Assessment
- Section 6 – Distribution System Evaluation and Assessment
- Section 7 – Staffing Levels
- Section 8 – Water Infrastructure Capital Improvement Plan

The Water Master Plan Report will also reference other ongoing studies, including the SCADA Master Plan and Financial/Rate Study.

The Draft Master Plan Report will be provided in an electronic format and five hard copies will be submitted.

Task 8-2: Workshop

CDM Smith will conduct a workshop with City staff to review the findings and capital improvement plan developed in Task 8-1. Minutes from the workshop will be prepared by CDM Smith and submitted to the City.

Task 8-3: Finalize Water Infrastructure Master Plan

CDM Smith will finalize and submit the Water Infrastructure Master Plan based upon comments received during the workshop conducted as part of Task 8-2. Five hard copies of the Master Plan Report will be provided in addition to an electronic copy. In addition, the Excel spreadsheet of recommended capital improvement projects will be provided.

Task 8-4: Water Infrastructure Master Plan City Council Presentation

CDM Smith will prepare a PowerPoint Presentation for Staff's review and present the Final Water Infrastructure Master Plan to City Council.

Schedule

CDM Smith will develop a detailed schedule and work plan for review by City staff. It is anticipated that the Water Master Plan will be completed within ten months from project kickoff.

Fee

The attached exhibit B provides a summary of hours and dollars for each task. The total not-to-exceed fee for this Project is $431,600 to be billed on a cost plus fixed basis with CDM Smith's federally audited overhead rate.

Exhibit B
Cost for Engineering Services
City of Bloomington Water Department
Water Department Infrastructure Master Plan

	Category		Amrou Atassi	Rob Isabel	Bill Davis	Mark White	Senior Technical Reviewer	Technical Specialist	Senior Engineer	Professional Engineer	Engineer II	Engineer I	Designer	Drafter/GIS	Accounting	Clerical	Cost Estimator	Total Hours	Subtotal: CDM Labor Cost	Other Direct Cost	Outside Professionals	Total Cost
	Raw Rate		$67.00	$70.20	$56.70	$71.47	$90.00	$70.00	$55.00	$45.00	$37.50	$30.00	$45.00	$28.00	$35.00	$25.00	$40.00					
	Federally Audited Overhead Rate	1.723	$115.43	$120.95	$97.69	$123.14	$155.06	$120.60	$94.76	$77.53	$64.61	$51.69	$77.53	$48.24	$60.30	$43.07	$68.92					
	Profit/Fixed Fee	11%	$20.07	$21.03	$16.98	$21.41	$26.96	$20.97	$16.47	$13.48	$11.23	$8.99	$13.48	$8.39	$10.48	$7.49	$11.98					
	2017 Loaded Billing Rates		$203	$212	$171	$216	$272	$212	$166	$136	$113	$91	$136	$85	$106	$76	$121					
			Hours																			
1	**Meetings and Project Management Activities**																					
1.1	Project Management		8	48	-	-	-	-	-	-	-	-	-	-	32	16	-	104	$16,398	$500		$16,900
1.2	Project Quality Management and Kickoff Workshop		4	12	2	2	-	-	-	-	-	-	-	-	-	-	-	20	$4,131	$500		$4,600
	Total: Meetings and Project Management Activities		12	60	2	2	-	-	-	-	-	-	-	-	32	16	-	124	$20,500	$1,000	$0	$21,500
2	**Data Collection and Review**																					
2.1	Water Demand Forecasting and Water Supply Planning Data		-	2	4	-	-	-	-	-	-	2	-	-	-	-	-	8	$1,291	$150		$1,400
2.2	Water Plant, Storage and Pump Station Asset Inventory and Condition Assessment Data		-	2	-	-	-	-	-	-	-	16	-	-	-	-	-	18	$1,875	$150		$2,000
2.3	Regulatory Review and Water Quality Evaluation		-	2	-	-	-	-	-	-	-	8	-	-	-	-	-	10	$1,150	$150		$1,300
2.4	Distribution System Evaluation and Assessment		-	2	-	-	-	-	-	-	-	16	-	-	-	-	-	18	$1,875	$150		$2,000
2.5	Utility Benchmarking		-	2	-	-	-	-	-	-	-	4	-	-	-	-	-	6	$787	$150		$900
	Total: Data Collection and Review		-	10	4	-	-	-	-	-	-	46	-	-	-	-	-	60	$7,000	$800	$0	$7,600
3	**Water Demand Forecasting and Water Supply Planning**																					
3.1	Kickoff Workshop		4	4	20	-	-	-	-	-	-	8	-	-	-	-	-	36	$5,812	$1,000		$6,800
3.2	Analyze Historical Water Usage		-	1	32	-	-	-	-	-	40	40		-	-	-	-	113	$13,857	$100		$14,000
3.3	Population Projections		-		4	-	-	-	-	-	8	-	-	-	-	-	-	12	$1,592	$100		$1,700
3.4	Develop Preliminary Forecast Model and Baseline Forecast		-	1	40	-	-	-	-	-	40	60	-	-	-	-	-	141	$17,041	$100		$17,100
3.5	Preliminary Forecast Workshop		8	8	24	-	-	-	-	-	16		-	-	-	-	-	56	$9,244	$1,000		$10,200
3.6	Prepare Draft Technical Memorandum		2	4	40	-	-	2	-	-	40	32	-	-	-	2	-	122	$16,118	$250		$16,400
	Total: Water Demand Forecasting and Water Supply Planning		14	18	160	-	-	2	-	-	144	140	-	-	-	2	-	480	$63,700	$2,600	$0	$66,200
4	**Water Plant, Storage and Pump Station Asset Inventory and Condition Assessment**																					
4.1	Kickoff Workshop (combined with Task 5)		4	4						4								12	$2,203	$600		$2,800
4.2	Condition Assessment		8	12				2	16	64	40	120						262	$31,368	$3,000		$34,400
4.2A	Structural Dive Inspection of Division Street Resevoirs by Collins Engineers																				$20,800	$20,800
4.3	Hydraulic Capacity Analysis of Water Plant			8		2	1	2		24	40	24						101	$12,799	$800	$2,200	$15,800
4.4	Pump Performance Testing with Assistance from ME Simpson		20				1	2		48	80							151	$20,341	$2,000	$13,200	$35,500
4.5	Deteremine Recommended Improvements		4	8		4	1	2	16	40	40	100						215	$25,768	$100		$25,900
4.6	Cost Estimating			6						16		24					60	106	$12,879	$100		$13,000
4.7	Prepare Draft Technical Memorandum		3	8		2	1			16	20	20				2		72	$9,416	$500		$9,900
4.8	Workshop (combined with Task 5)		4	4		4				8								20	$3,611	$600		$4,200
	Total: Water Plant, Storage and Pump Station Asset Inventory and Condition A		43	50	-	12	4	8	32	220	220	288	-	-	-	2	60	939	$118,400	$7,700	$36,000	$162,300
5	**Regulatory Review and Water Quality Evaluation**																					
5.1	Kickoff Workshop		4	4	-	4	-	-	-	8	-	-	-	-	-	-	-	20	$3,611	$600		$4,200
5.2	Water Quality Review		2	8	-	4	-	-	-	8	-	24	-	-	-	-	-	46	$6,231	$250		$6,500
5.3	Regulatory Review		1	2	-	-	-	-	-	8	-	24	-	-	-	-	-	35	$3,891	$100		$4,000
5.4	Treatment Strategies and Alternatives		2	16	-	-	-	-	-	24	-	40	-	40	-	-	-	122	$14,076	$100		$14,200
5.5	Workshop		4	4	-	4	-	-	-	8	-	8	-	-	-	-	-	28	$4,336	$500		$4,800
5.6	Prepare Draft Technical Memorandum		2	4	-	4	-	2	-	8	-	24	-	4	-	2	-	50	$6,295	$600		$6,900
	Total: Regulatory Review and Water Quality Evaluation		15	38	-	16	-	2	-	64	-	120	-	44	-	2	-	301	$38,400	$2,200	$0	$40,600
6	**Distribution System Evaluation and Assessment**																					
6.1	Kickoff Workshop		8	4						8								20	$3,557	$1,200		$4,800
6.2	Assessment and Analysis of Distribution System (Assume up to five scenarios)		6					8		24	48			8				94	$12,289	$100		$12,400
6.3	Distribution System Storage Analysis		2	2						4	8	32						48	$5,182	$100		$5,300
6.4	Develop a Watermain Rehabilitation and Replacement Program		12	4			4	4		24		132		132				312	$31,617	$500		$32,100
6.5	Distribution System Water Quality		4	2						2	32	8		16				64	$7,213	$100		$7,300
6.6	Cost Estimating			6								16					40	62	$7,560	$100		$7,700
6.7	Prepare Draft Technical Memorandum		4	4			4	4			24	16				2		58	$7,915	$500		$8,400
6.8	Workshop		8	4						8								20	$3,557	$1,200		$4,800
	Total: Distribution System Evaluation and Assessment		44	26	-	-	8	16	-	70	112	204	-	156	-	2	40	678	$78,900	$3,800	$0	$82,800
7	**Utility Benchmarking**																					
7.1	Utility Benchmarking		2	4	-	-	-	-	-	24	-	40	-	-	-	-	-	70	$8,145	$150		$8,300
7.2	Develop Draft Technical Memorandum		2	4	-	-	-	-	-	16	-	24	-	-	-	-	-	46	$5,606	$150		$5,800
	Total: Utility Benchmarking		4	8	-	-	-	-	-	40	-	64	-	-	-	-	-	116	$13,800	$300	$0	$14,100
8	**Water Infrastructure Master Plan Development**																					
8.1	Prepare Draft Water Infrastructure Master Plan		8	8	2	4	8	-	-	-	24	40	-	24	-	12	-	130	$15,985	$2,000		$18,000
8.2	Workshop		4	8	-	2	-	-	-	-	-	16	-	-	-	-	-	30	$4,390	$1,000		$5,400
8.3	Finalize Water Infrastructure Master Plan		2	6	2	-	-	-	-	-	8	24	-	4	-	16	4	66	$7,135	$3,000		$10,100
8.4	Water Infrastructure City Council Presentation		4	8	-	-	-	-	-	-	-	-	-	-	-	-	-	12	$2,507	$500		$3,000
	Total: Water Infrastructure Master Plan Development		18	30	4	6	8	-	-	-	32	80	-	28	-	28	4	238	$30,000	$6,500	$0	$36,500
Project Totals			150	240	170	36	20	28	32	394	508	942	-	228	32	52	104	2,936	$ 370,700	$ 24,900	36,000	**$ 431,600**

CITY OF Bloomington ILLINOIS

Infrastructure Master Plan *for* Bloomington Water Department

RFQ # 2017-26

QUALIFICATIONS | JANUARY 2016











CDM Smith



Section 1

Firm Qualifications

Description of CDM Smith

From our beginning in 1947, CDM Smith Inc. (CDM Smith) has been a leader in the development, treatment, and delivery of safe drinking water supplies. Taking the lead from founding partner Thomas R. Camp, CDM Smith has provided expert engineering in every aspect of water quality investigations, development, pilot testing, facility design, installation, and operations. Camp, a technical innovator in the field of water treatment, broke new ground in the engineering theories of sedimentation, mixing and flocculation process, and filter technology. CDM Smith continues to advance both theoretical and practical applications of water treatment technologies.

CDM Smith's multi-barrier approach to water quality addresses source protection, effective treatment and distribution, and reliable delivery. We have designed water supply and treatment systems up to 1,000 million gallons per day (MGD) throughout the world. Our philosophy is simple: we strive to provide the most effective technology to the real-world environment of every CDM Smith client.

Developing a comprehensive multi-decade water utility master plan requires the successful integration of many technical components and disciplines. The plan also must consider the community's unique character and environmental, economic, and institutional framework. With 300+ master planning projects throughout the U.S., we bring Bloomington diverse experience and lessons learned that we will apply throughout this project. The depth of our water utility master planning portfolio means we have fully developed plans that provide short-, medium-, and long-range recommendations.

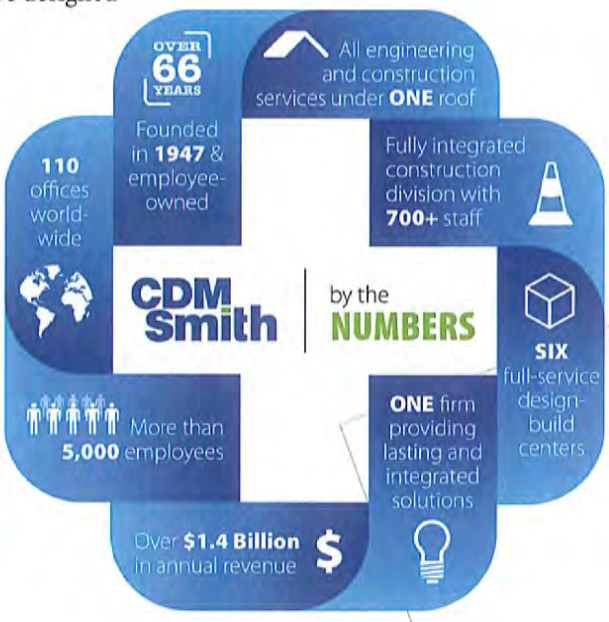
CDM Smith Inc. — Chicago

Primary Office Location:

125 South Wacker Drive, Suite 700
Chicago, Illinois 60606

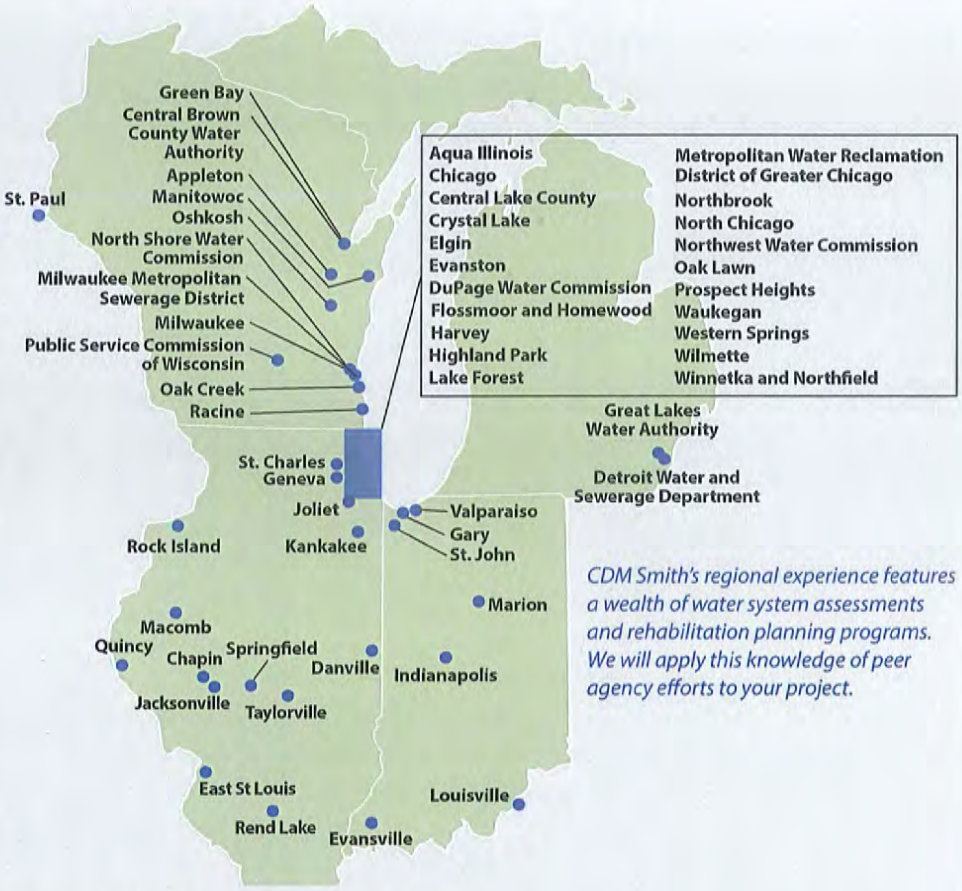
CDM Smith Contact:

Amrou Atassi, Project Director
phone: (312) 780-7706
atassia@cdmsmith.com



Excellence in Water Supply and Treatment

CDM Smith has delivered hundreds of water supply and distribution system master planning projects nationwide that include condition assessments, criticality analyses, and water system planning. Focused on all aspects of water supply, we specialize in projecting water demands, evaluating existing distribution system hydraulics through detailed hydraulic modeling, assessing current and future regulatory impacts, developing capital improvement project alternatives with cost estimates, identifying funding opportunities, and developing capital improvement programs (CIP).



CDM Smith's regional experience features a wealth of water system assessments and rehabilitation planning programs. We will apply this knowledge of peer agency efforts to your project.

Our extensive experience throughout the Midwest and Illinois with plants and systems of similar size puts CDM Smith ahead of the curve in evaluating Bloomington's needs. We have completed study, design, and construction assignments for more than 45 projects in the Midwest that address water treatment plants (WTP), processes, and equipment. Since the Chicago office opened in 1984, CDM Smith has worked with regional clients, giving our team a thorough understanding of the challenges with the various water sources.



CDM Smith's experience with regional water supply systems is extensive. Some of our notable experience includes ongoing work with the Central Lake County Joint Action Water Agency (at left) and the Village of Oak Lawn (at right). Through extensive planning programs with both utilities, CDM Smith has the real-world experience and a portfolio of lessons learned to bring to Bloomington.



Unmatched Illinois Water Experience

CDM Smith has been an established water engineering firm in Illinois since 1984. Over the last 32 years, we have gained a depth of experience unmatched by our competition in evaluating and providing planning and design services for water utilities throughout the state. Offering the full range of master planning services for water treatment and distribution systems, we are uniquely positioned to be a vital resource for the City of Bloomington.

The table below highlights some of our most notable projects throughout the state.

Representative Illinois Water Projects

Illinois Water Project and Client	Size	Master Planning	Condition Assessment	Water Demand Forecasting	Cost Estimating	Regulatory Review	Water Treatment Improvements	Distribution System Improvements	Financial Planning	IEPA SRF Funding
Village of Oak Lawn Water System Master Plan	50	✓	✓	✓	✓	✓		✓	✓	✓
City of Evanston Water System Planning and Reliability Assessments	108	✓	✓	✓	✓	✓	✓		✓	✓
Aqua Illinois Kankakee Water Plant Master Planning and Condition Assessment	27	✓	✓	✓	✓	✓	✓			
Aqua Illinois Danville Water Plant Master Planning and Condition Assessment	14	✓	✓	✓	✓	✓	✓			
Central Lake County Joint Action Water Agency, Comprehensive Water and Distribution System Master Planning	50	✓	✓	✓	✓	✓	✓	✓	✓	✓
City of Highland Park Water System Capital Improvement Planning and Water Plant Improvements	30	✓	✓		✓	✓	✓	✓		
Village of Wilmette Water System Condition Assessment and Master Plan	30	✓	✓	✓	✓	✓	✓	✓		✓
City of Waukegan Water Plant and Distribution System Assessments	27	✓			✓	✓	✓	✓		
Village of Winnetka Treatment Alternatives and Upgrade Study	12	✓	✓		✓	✓	✓			
City of Chicago Jardine Water Plant Condition Assessment & CIP Development	1,400	✓	✓		✓	✓	✓			✓
City of Taylorville Water Plant Master Planning	6	✓			✓	✓	✓			✓
City of Rock Island Water Filtration Facility Assessment	12	✓	✓		✓	✓	✓			✓
Springfield City Water Light and Power Water Demand Forecasting Study	40			✓						

Expertise Throughout Illinois

CDM Smith has worked at more than 25 WTPs throughout Illinois, from Chicago's Jardine Water Purification Plant, the largest in the world at 1.4 billion gallons per day (BGD), to Chapin, Ill.'s 0.3 MGD plant.

CDM Smith's local design experience with water system improvements is extensive. Comprehensive improvements were recently completed at Highland Park's WTP, including upgrades to the raw water supply system, chemical systems, finished water storage, process waste management, and the overall facilities. CDM Smith is making modifications on the Village of Oak Lawn's existing water storage reservoirs and pumping systems as well. Additionally, we have been a long-time partner of the Central Lake County Joint Action Water Agency, performing various design services as the agency has grown since the mid-1980s.

Recognized Design Leadership

For more than half a century, we have been committed to assisting our clients in providing high-quality drinking water to their consumers. We offer an integrated, cost-effective design approach to their water treatment challenges.

2016 ENR THE TOP 500 DESIGN FIRMS

TOP 20 #8 WATER

SOURCE: ENR, MAY 2016

CDM Smith is consistently ranked among the top design firms by industry publications, such as Engineering News Record.

A Comprehensive Master Planning Team

CDM Smith's extensive experience with master planning gives us an edge above our peers. Through more than 300 master planning efforts, we know what to look for and how to achieve your desired goals. We have chosen a team of time-tested and knowledgeable personnel to lead the key aspects of your plan.



Rob Isabel
Project Management

- Lime softening treatment expertise
- Project manager with 18 years experience
- Experience with all parts of water master planning



Mark White
Water Treatment and Regulation

- More than 40 WTP assessments for cold water sources
- Author of more than 20 technical presentations on water treatment technologies
- 28 years of water-related experience



Amrou Atassi
Project Director

- Strong client service focus
- Condition assessments in Chicago, Kankakee, and Highland Park
- 16 years of experience in project management and oversight



Bill Davis
Water Demand Forecasting

- Specialization in water demand analyses
- Responsible for development of CDM Smith's demand management software
- Contributing author to AWWA M50 Water Resource Planning Manual and 50 presentations in water demand forecasting



Benjamin Finnegan
Water Treatment and Regulation

- Depth of understanding in drinking water process optimization
- Condition assessments in Chicago and Kankakee
- 10 years of experience



Joseph Ridge
Financial Planning

- Experienced financial plan developer
- Nationwide utility experience tailored to meet regional needs
- 38 years of experience



Section 2

Key Personnel

A Comprehensive Master Planning Team

Strong staff lead to project success. CDM Smith has selected a project team of seasoned professionals based on specialized knowledge and expertise, experience on past similar projects, availability, and knowledge of the unique considerations Bloomington would like to explore in its water treatment facilities and distribution system study. Our team is that our Chicago-based staff dedicated to this project have delivered more than 50 presentations, seminars, and educational seminars for the Illinois Section AWWA and other notable water organizations in the state.

CITY OF Bloomington ILLINOIS

Project Director
Amrou Atassi, P.E., BCEE

Project Manager
Rob Isabel, P.E., BCEE

Technical Advisors
Phil Singer, Ph. D., P.E., BCEE
Susan Crawford, P.E., BCEE
Randy Rogers, P.E., BCEE

Asset Management and Condition Assessment

Process Mechanical
Joanna Cummings, P.E.
Brandon Celaya, P.E.

Structural
Wendell Yang, P.E., S.E.

Electrical
Mike Kahn, P.E.

SCADA
Mike Watkins, CAP

Architectural/Life Safety
Lee Lohman, AIA

Building Mechanical
April Ricketts, P.E.

Water Distribution and Storage
Kumar Gali, P.E.
Erin Glomski, P.E.

Water Treatment and Regulation
Mark White, P.E., BCEE
Benjamin Finnegan, P.E.

Water Demand Forecasting
Bill Davis

Financial Planning
Joe Ridge
Ann Casey

Support Staff

Cost Estimating
Steve Boden

Constructability
Thomas Plinke, P.E.

Operations and Maintenance
Georgine Grissop, P.E., BCEE

The Best and the Brightest to Lead Our Team

CDM Smith has a deep bench of expertise in all facets of water systems, including demand analysis, supply, treatment, transmission, storage, regulations, and operations and maintenance. We believe these are concerns that must be taken into consideration for a comprehensive study. Some of our key team members have been highlighted below; resumes for our complete team follow in Appendix C.



Rob Isabel
Project Management

- Lime softening treatment expertise
- Project manager with 18 years experience
- Experience with all parts of water master planning







Rob is experienced in water and distribution/collection system design. As project manager, Rob combines his wealth of knowledge with strong leadership to drive project teams toward successful projects that meet his clients' schedules, budgets, and expectations. Leading the project execution and delivery process, he will instill the values of work product quality and client satisfaction in our project staff. Rob is the ideal project manager for Bloomington through his combination of experience with lime softening treatment processes, master planning work, and experience with water utilities in Illinois.

Rob oversaw softening improvements as part of the master plan at the Fridley WTP in Minneapolis, to reduce taste and odor causing compounds. He gained further master planning experience through his participation in the Water System Master Plan in Detroit, which updated the plan for the city and its 87 wholesale customers.

Rob also maintains a thorough understanding of the regulatory requirements water utilities in Illinois face. Through his project management work on the WTP improvements in Western Springs, he gained a comprehensive understanding of the policies and requirements of a similar-sized utility. Combining his knowledge and experience of these key attributes to your project, Rob will be an effective leader focused on your goals for water facility improvements.



Amrou Atassi
Project Principal

- Strong client service focus
- Condition assessments in Chicago, Kankakee, and Highland Park
- 16 years of experience in project management and oversight

Amrou will serve as the project principal and ultimately be responsible for your satisfaction. He has worked on all phases of water treatment projects, including pilot testing, distribution system modeling, corrosion control, master planning, water quality compliance issues, energy efficiency analysis/planning, design, and construction phase services. Amrou will be an excellent resource for our team, with more than 12 master planning and study assignments completed in Illinois and Indiana. He brings a portfolio of best management practices and lessons learned to benefit our team.



Mark White
Water Treatment and Regulation

- More than 40 WTP assessments for cold water sources
- Author of more than 20 technical presentations on water treatment technologies
- 28 years of water-related experience

For the last 20 years, Mark has honed his water treatment expertise in the study, design, construction, and installation of water treatment technologies. He has evaluated and/or designed improvements to nearly 40 WTPs totaling more than 750 million gallons per day, 14 of which draw from Great Lakes water sources. Adding to that expertise, Mark understands the unique treatment issues that cold water clients face: temperature fluctuations and equipment efficiency, water quality changes and turbidity, and potential taste and odor control challenges.



Benjamin Finnegan
Water Treatment and Regulation

- Depth of understanding in drinking water process optimization
- Condition assessments in Chicago and Kankakee
- 10 years of experience

Benjamin specializes in the optimization of drinking water processes, contributing to 30+ projects in the last five years. Much of his work has included unique water quality and process control issues pertaining to iron removal, corrosion control, and optimization of solids handling systems. Benjamin also brings well-rounded experience in condition assessments, having provided input on the Jardine Condition Assessment for the Chicago Department of Water Management.



Bill Davis
Water Demand Forecasting

- Specialization in water demand analyses
- Responsible for development of CDM Smith's demand management software
- Contributing author to AWWA M50 Water Resource Planning Manual and 50 presentations in water demand forecasting

Bill specializes in conducting water demand analyses, developing water use forecasts, evaluating water conservation programs, and incorporating these analytical components into Integrated Resource Planning. His focus includes the analysis of local water use patterns and characteristics, water demand modeling and forecasting, and evaluating the effectiveness of conservation programs. Mr. Davis was a member of the Development Team responsible for the IWR-MAIN Water Demand Management Suite, and conducted more than 30 training workshops on application of the IWR-MAIN software.



Joseph Ridge
Financial Planning

- Experienced financial plan developer
- Nationwide utility experience tailored to meet regional needs
- 38 years of experience

Joe is an economist with extensive experience in assessing the fiscal and economic impacts of capital projects on municipal governments and authorities. He has 38 years of experience in assisting clients in assessing and implementing programs to improve competitiveness and in determining the financial feasibility and economic impact of proposed projects. Recently, Mr. Ridge has been involved in a number of CDM Smith's major asset management projects, serving in the role of project manager, technical director, or reviewer.



Section 4

Relevant Experience

CDM Smith offers Bloomington comprehensive experience with water utility master plans that is second to none. With innovative condition assessment practices, tailored asset management programs, a 20-year history with demand forecasting, industry leading knowledge of lime softening systems, and a strong emphasis on financial planning, we are capable of meeting Bloomington's needs.

Innovative Condition Assessment Practices

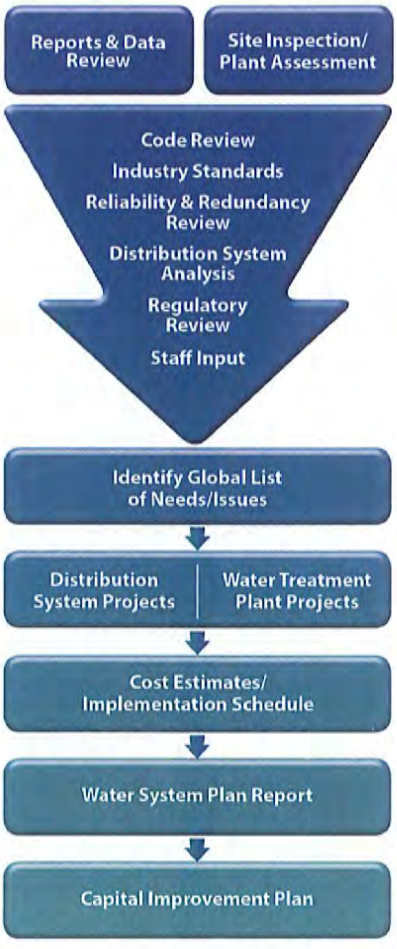
CDM Smith's approach to condition assessments is divided into three phases, including data collection and review, condition assessment, and risk analysis and report preparation.

CDM Smith focuses on collecting and reviewing any previous reports, including previous condition assessments completed for Bloomington facilities. We also collect and review existing maintenance records, such as records for pumps, motors, boilers, etc. Our thorough reviews focus our efforts on system components most in need of further evaluation.



Condition assessments have been a key component of our water system improvements for Lake County, Ill.

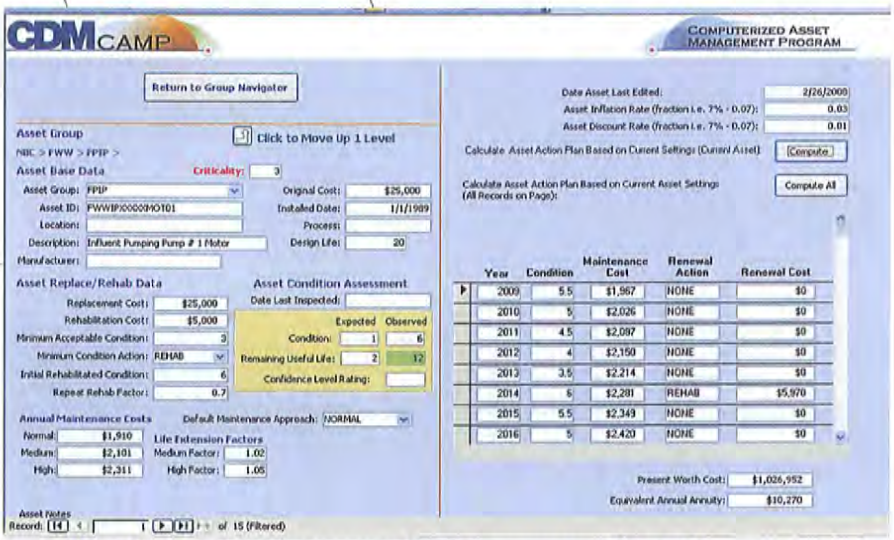
Our condition assessments are thorough and comprehensive, covering all areas of relevance. For Bloomington, this should include structural, electrical, supervisory control and data acquisition (SCADA), architectural and life safety, mechanical, and water distribution systems. During risk analysis, the results of the condition assessment will be evaluated for prioritization under a risk-based analysis.



Our condition assessment approach is tailored to meet project goals and objectives, critical success factors, and project schedule.

Tailored Asset Management Using CAMPTool

CDM Smith developed the CAMPTool, as a computerized asset management tool for condition assessments and CIP development. We have successfully applied CAMPTool for several water utilities across the country, including New York City, Northeast Ohio Regional Sewer District, Anchorage, Alaska, and others. The CAMPTool software (see screen shot of CAMPTool and outputs) is used to generate capital improvement plans over a long timeframe and considers capital costs related to rehabilitation or replacement, as well as maintenance costs associated with maintaining an existing aging asset. CDM Smith's risk analysis of existing assets helped the New York City Department of Environmental Protection receive several billion dollars more for their capital budget.

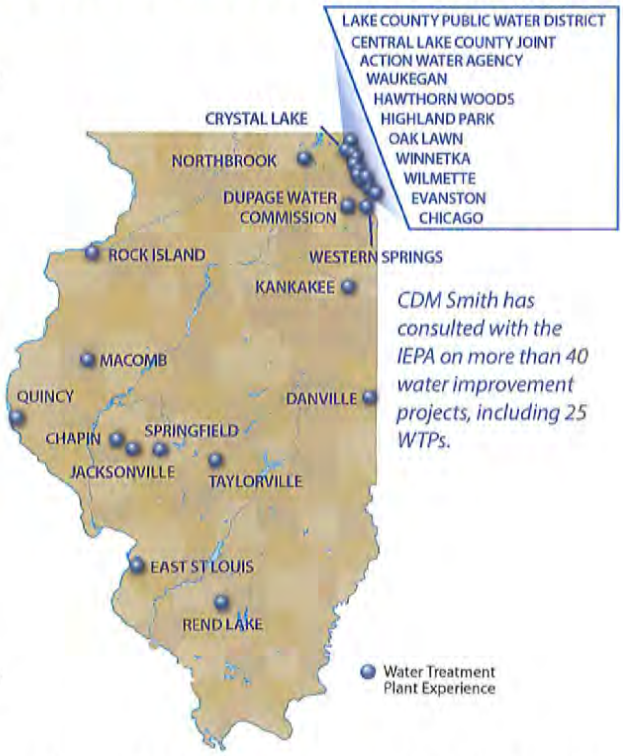


Our CAMPTool translates asset management/condition assessment data into long-range capital planning tools.

Extensive History With the Illinois Environmental Protection Agency

CDM Smith has enjoyed a successful, cooperative, and mutually beneficial relationship with the Illinois Environmental Protection Agency (IEPA) Construction Permits Division. Our relationship was founded on mutual respect and the common goal of construction and operation of water treatment facilities that ensure the protection of potable water supplies to the people of Illinois.

During the past 25 years, the IEPA has approved permits for more than 40 WTP improvement projects completed by CDM Smith. Projects have ranged from complete 30-MGD advanced WTPs, to permission to perform filter stress testing on existing filters, to new technologies such as membranes and ultraviolet (UV) disinfection. Based on our relationship, the IEPA has demonstrated their flexibility by approving construction permits based on 30-percent complete designs to allow for a design-build approach for a private water company client.

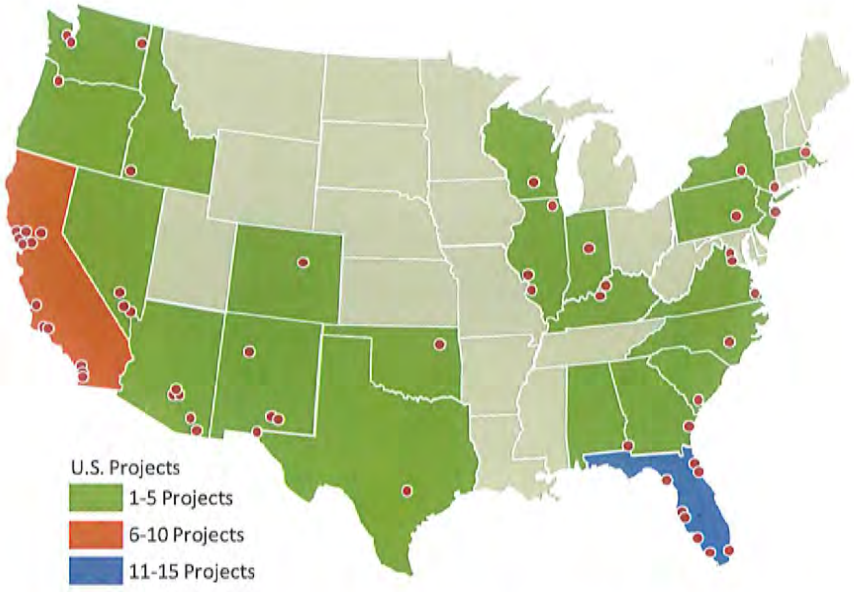


CDM Smith has consulted with the IEPA on more than 40 water improvement projects, including 25 WTPs.

Our long relationship has allowed us to discuss projects informally early in the life cycle to determine the expectations of the IEPA and the realistic potential for obtaining permit approval. This relationship has also allowed CDM Smith to share our national experiences with the IEPA when they had not yet reviewed permits for specific new technologies. These shared experiences have provided an insight to the agency's expectations, while also earning their respect and gaining serious consideration of new and innovative ideas with the potential to benefit both our clients and the water industry as a whole.

A 20-Year History With Water Demand Forecasting and Conservation

CDM Smith has developed innovative strategies, approaches, and methods for water demand forecasting and conservation evaluation for more than 20 years. Our clients need informative demand forecasts for a number of reasons, including capital investment planning, utility management, consideration of supply, water reuse potential, conservation programs administration, water rights issues and addressing local, state, and federal regulations or incentives.



CDM Smith has performed over 55 water demand and conservation projects, allowing us to apply lessons learned and industry trends to clients' needs and goals.

Water Demand Forecasting

- Analyze historical water use patterns
- Sector forecasting (e.g., commercial, industrial, and institutional; residential; agricultural)
- Evaluate end uses and identify water use relationships
- Develop water use forecasting tools (IWR-MAIN Water Management Suite, IWRAPS Military Water Use Software, site specific model spreadsheet tools)
- Predict seasonal and indoor/outdoor use
- Estimate climate change impacts
- Provide detailed geographic scale

Conservation Evaluation

- Provide systematic approaches
- Conduct conservation baseline studies
- Develop conservation programs
- Conduct consumer adoption surveys
- Estimate potential savings
- Perform cost-benefit analyses
- Prepare conservation master plans
- Evaluate process for implementation
- Evaluate implemented programs

Demand Forecasting in Springfield

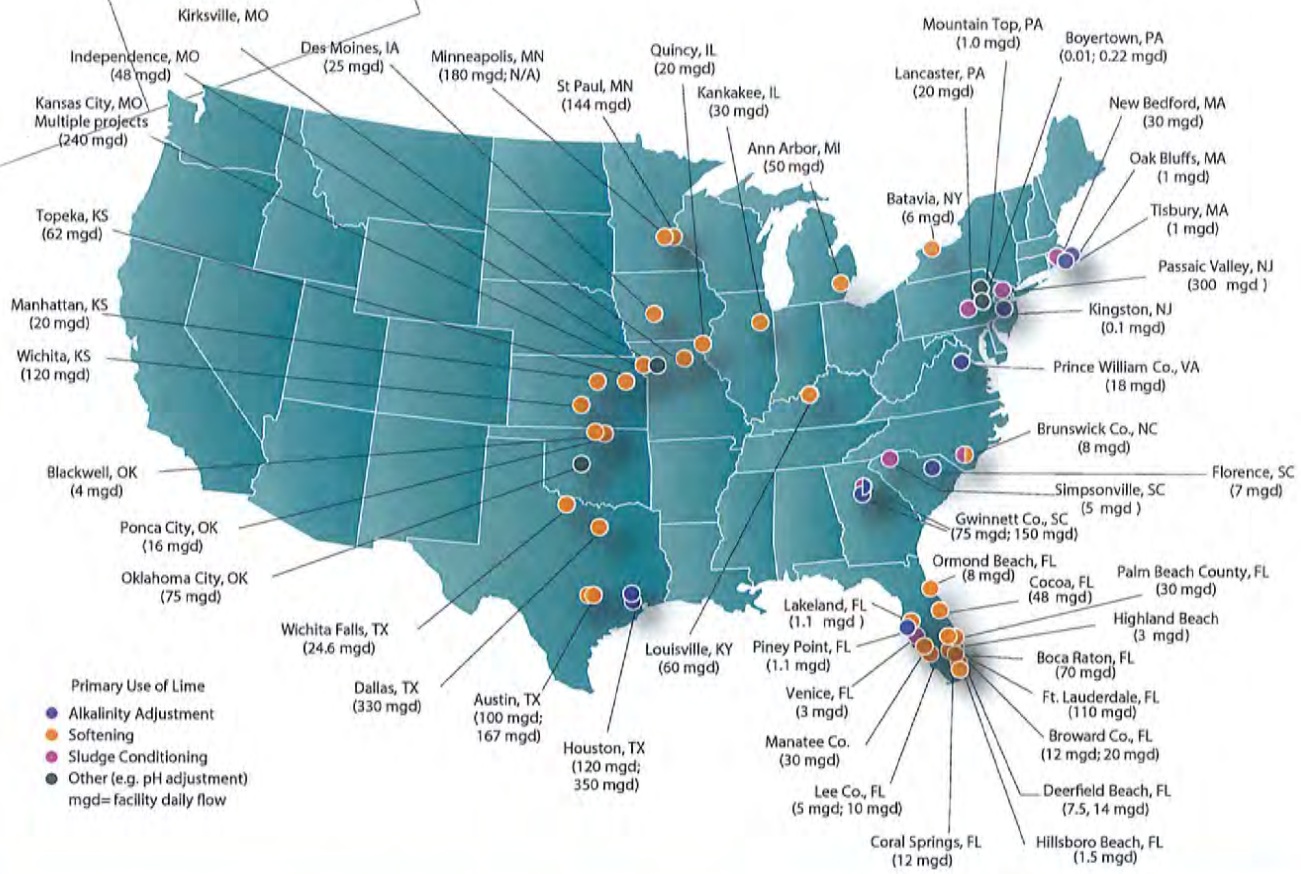
Springfield City Water Power & Light engaged CDM Smith to update a previous water demand forecast completed in the 1990s. The update included an analysis of current and historical water use among additional projections to assist in determining viable alternative water supplies.

It was acknowledged that unanticipated future events, such as greater population growth, the addition of large customers, or more extreme weather events, could push water demand above and beyond the expected high range of this forecast.

Through our comprehensive analyses, the city gained an understanding of what future demand projects would include based on a variety of changing conditions.

An Industry Leader in Lime Softening Treatment Systems

CDM Smith has completed improvements for more than 40 lime treatment systems, illustrated in the map below. Our water treatment services are built on a strong technical foundation and client-focused delivery. Our project execution philosophy advocates cost and schedule-consciousness while designing effective treatment strategies. Our project team will apply our vast lime softening experience to provide high-quality, efficient, and value-added services for the City.



Improving Lime Storage and Feed Processes in Ann Arbor, Mich.

Due to deteriorating infrastructure and staff safety concerns, the City of Ann Arbor retained CDM Smith to evaluate alternative slaking technologies, alternative softening chemicals, and lime storage design for improved feed control and worker safety. CDM Smith performed a detailed evaluation of the lime storage bin configurations and designed new bin liner to allow the City to use alternative types of lime, resulting in a significant cost-savings.

After conducting a thorough assessment of slaking technologies, CDM Smith recommended a batch slaking system to reduce maintenance and improve dosage control, providing additional cost savings. CDM Smith is currently providing resident project representation during construction, start-up support, and O&M coordination.

CDM Smith helped overcome a number of construction challenges, including a change in slaking equipment supplier, start-up issues with grit accumulation and slaker discharge plugging, and significant changes to the pumping and grit removal processes.

Despite challenges during construction and start-up, the project ultimately accomplished the design objectives, including:

- Improved lime unloading and storage
- Use of less costly lime without risk of lime slides
- Reduced routine O&M requirements
- Improved reliability and simplified approach to process changes
- Lime feed flexibility to meet varied demand conditions and operational configurations
- Reduced chemical requirement resulting from increased chemical slaking

Financial Planning as a Valued-added Service

CDM Smith has an extensive history of assisting utilities develop rates and project long-term revenue needs. This range of services is provided to the smallest towns to major utilities, such as the Massachusetts Water Resources Authority (MWRA) and the Metropolitan Water District of Southern California. We have been a leader in helping communities develop innovative rate structures, such as inclining blocks to promote waste conservation impervious area charges for stormwater and combines sewer flows, and wheeling charges for transporting potable water in aqueducts.

Our expertise in utility rate work has served as the foundation of our long-term financial planning and modeling expertise. We developed the city of Detroit's first PC-based forecasting model more than 15 years ago, during their initial water master planning work. More recently for the MWRA, we developed a forecasting model that the Authority uses to set the rate for the current fiscal year and to assess the impact of various long-term policy options on the rate over time. The Authority uses the model to assess the impacts of various financial policy options, such as escrowing debt, modifying its use of the stabilization fund, implementing a commercial paper program, and using variable rate debt. The model also can be used to test the impact of changes in economic assumptions.

Similar models have been developed for the Boston Water and Sewer Commission, Sarasota County, Fla., and Onondaga County, N.Y., among others. Each model and the resulting financial analysis is designed to meet the particular financial policy needs of the client. For example, the Sarasota County model and financial plan focuses on the impact of service area expansions and the impacts of the CIP on wholesale customer rates and relationships.

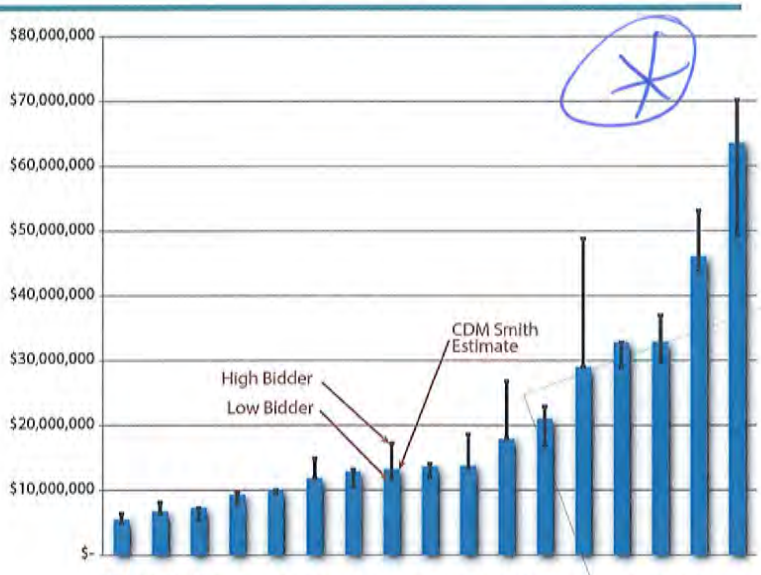
Our goal for financial planning as part of the master planning effort is to integrate all parts of the plan into a set of cost-effective, regulatory-compliant strategies that can be implemented in short-, medium-, and long-term CIP projects in an affordable manner. Using a team of specialized cost estimators, we can establish the potential funding strategies and cost allocations to strategic improvements over the life of Bloomington's master plan.



CIP projects will be developed through a structured process to provide consistency in the level of project analysis and definition.

Developing Accurate Cost Estimates

CDM Smith uses its own cost estimating policy that defines the protocol for establishing estimates at various stages of a project. Prepared by our in-house cost estimating group, our estimates are based on clear and concise designs. Our 15 professional cost estimators have decades of experience in the water industry, and use cost estimating software and a database of 130,000 cost line items that is continually updated based on market conditions, including pricing we get ourselves as a construction contractor.



CDM Smith's team of dedicated cost estimators has an excellent history providing accurate cost estimates.

Unparalleled State Revolving Fund Experience

CDM Smith is leading the way in IEPA State Revolving Fund (SRF) funded projects with nine projects in design, bidding, construction, or completed in the last five years. These projects required extensive coordination with the IEPA SRF staff, completion of project forms and plans, and an understanding of SRF requirements with regard to competitive bidding, Davis-Bacon Act, minority and women-owned business enterprises participation, American Iron and Steel, and others.

CDM Smith's IEPA SRF Funding Experience (Representative)

Location	Project	Size of Project	Project Plan Development	Environmental/ Financial Forms	IEPA Meetings	Contract Docs/ Specs Preparation	Status
Chicago Department of Water Management	SWPP Filter Controls Project	$27 Million	Completed by CTR			✓	In Construction
Village of Western Springs	WTP Reverse Osmosis Facility	$4 Million	✓	✓	✓	✓	Completed in 2014 (ACEC Award)
Village of Oak Lawn	Harker Pumping Station	$13 Million	✓	✓	✓	✓	In Construction
	Reich Pumping Station	$28 Million	✓	✓	✓	✓	In Construction
	Booster Stations Rehabilitations	$4 Million	✓	✓	✓	✓	In Construction
	Transmission Pipeline	$120 Million	✓	✓	✓	✓	In Design/Bidding
Central Lake County Joint Action Water Agency	Transmission Pipeline North Group Expansion	$44 Million	✓	✓	✓	✓	In Design/ Construction
	Transmission Pipeline West Group Expansion	$26 Million	✓	✓	✓	✓	In Design
City of Rock Island	WTP Filtration Facility Upgrade	$25 Million	✓	✓	✓	✓	In Design

In addition to helping secure IEPA SRF Loans, CDM Smith is always researching other potential funding alternatives, including the U.S. Department of Energy. CDM Smith worked with Waukegan, Joliet, Elmhurst, and Berwyn to secure over $3 million in U.S. Department of Energy grants to fund energy efficiency and renewable energy projects.

CDM Smith's U.S. Department of Energy Funding in Illinois (Representative)

Location	Projects	Funding
Waukegan, Ill.	Energy strategy plan; high-efficiency boilers; wind turbine; premium efficiency motors on high service pumps	$851,000
Elmhurst, Ill.	Energy audits; hydroelectric turbine evaluation	$50,000
Berwyn, Ill.	Energy audits; hydroelectric turbine evaluation	$120,000
Joliet, Ill.	Energy plan and energy audits; new boilers; new windows	$1.5 million

The Right Team With the Right Experience

Not only does CDM Smith have the right project experience to meet Bloomington's needs, our proposed staff have worked on the relevant projects, as shown below. This adds further evidence of our ability to provide the best staff with the best knowledge.

Relevant Projects and Key Team Members Experience Matrix

		Key Team Member Involvement													
Project	Page	Amrou Atassi	Rob Isabel	Mark White	Benjamin Finnegan	Bill Davis	Joe Ridge	Joanna Cummings	Brandon Celaya	Kumar Gali	Randy Rogers	Wendell Yang	Mike Kahn	Mike Watkins	April Ricketts
City of Rock Island Water Filtration Facility Assessment, Rock Island, Ill.	4-8	✓	✓	✓	✓			✓	✓		✓	✓	✓	✓	✓
Aqua Illinois Kankakee Water Plant Master Planning and Condition Assessment, Kankakee, Ill.	4-9	✓		✓	✓			✓	✓			✓	✓	✓	✓
Aqua Illinois Danville Water Plant Master Planning and Condition Assessment, Danville, Ill.	4-10	✓		✓	✓			✓	✓			✓	✓	✓	✓
Springfield City Water Light and Power Water Demand Forecasting Study, Springfield, Ill.	4-11	✓				✓									
City of Highland Park Water System Capital Improvement Planning and Water Plant Improvements, Highland Park, Ill.	4-12	✓		✓	✓			✓				✓	✓	✓	✓
Comprehensive Water and Distribution System Master Planning, Lake County, Ill.	4-14	✓		✓	✓				✓	✓					
City of Chicago Jardine Water Plant Condition Assessment & CIP Development, Chicago, Ill.	4-16	✓			✓			✓			✓	✓	✓	✓	✓
Village of Wilmette Water System Condition Assessment and Master Plan, Wilmette, Ill.	4-17	✓		✓			✓	✓		✓	✓	✓	✓	✓	✓
Village of Oak Lawn Water System Master Plan, Oak Lawn, Ill.	4-18	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Planning, Design, and Construction of Filtration Plant, Western Springs, Ill.	4-19		✓	✓	✓			✓	✓	✓	✓	✓	✓	✓	✓
Fridley Filtration Plant Improvements, Minneapolis, Minn.	4-21		✓	✓	✓			✓	✓	✓	✓	✓	✓	✓	✓
Water Distribution System Master Plan Study, Marion, Ind.	4-23	✓			✓					✓	✓	✓	✓		
City of Evanston Water Plant Reliability Improvements, Evanston, Ill.	4-24	✓	✓	✓	✓		✓	✓	✓		✓	✓	✓	✓	✓

Water Filtration Facility Assessment | *Rock Island, Ill.*

The City of Rock Island operates a conventional WTP that provides a maximum of 12 MGD of treated Mississippi River water to the City. The plant's existing filtration building was constructed in 1910, 1938, and 1960 and has not undergone any major renovations since.

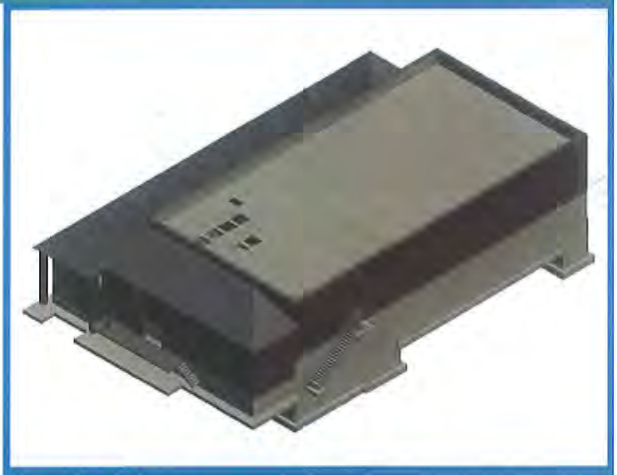
The City retained CDM Smith to evaluate the existing filtration facility, and identify filtration alternatives that meet the City's goals of meeting water quality and quantity goals. The new filtration facility has to provide 12 MGD of reliable capacity, meet State and National drinking water regulations, and have the flexibility in both operation and potential expansion to meet the future needs of the City.

Filtration Building Condition Assessment and Conceptual Design

Under the first stage of the project, a detailed multi-disciplinary condition assessment was completed on the existing filtration facility. A process and regulatory assessment was also performed to analyze the performance of the filters in terms of water quality and review the design with applicable standards. In summary, it was recommended that a new filtration facility be constructed in lieu of retrofitting the existing facility for several reasons, including:

- The existing facility has major building mechanical, electrical, process mechanical, architectural, and structural deficiencies that require significant upgrades.
- The existing filtration system does not meet Ten State Standards for filtration design.
- The existing filtration system has a limited available filtering head, which is constrained by the shallow depth of the existing filter boxes, thus limiting the ability to meet the design flow and current drinking water regulations.
- The magnitude of the required upgrades to the existing filtration facility makes construction staging and keeping the existing plant operational almost nearly impossible, thus adding cost and schedule impacts.

An alternatives evaluation was then conducted to determine the optimal filtration method; either conventional gravity media filters or pressure membrane filtration. As part of this evaluation, the project team prepared conceptual designs and life cycle cost estimates for both alternatives. Based on the results of this analysis, a new conventional filtration facility was recommended based on a review of cost and non-cost factors. The City and CDM Smith jointly selected the gravity filtration option based on this recommendation. The new filtration facility will include eight new filters with dual media and the required support systems.



Client/Year Completed

City of Rock Island/Ongoing

Project Staff

Amrou Atassi, Rob Isabel, Mark White, Benjamin Finnegan, Joanna Cummings, Brandon Celaya, Randy Rogers, Wendell Yang, Mike Kahn, Mike Watkins, April Ricketts

Design of New Filtration Facility

In late 2015, design of the new Filtration Facility commenced based on the criteria recommended in the conceptual design report. Because of the proximity of the existing and new plants, keeping the old plant in service during construction of the new plant requires careful maintenance of plant operations planning. The project also involves an administration area that will house offices, a control room, a training room, and a maintenance shop. The design will include new filtered water and wash water supply pumping systems, as well as the replacement of various utility pipelines surrounding the plant. The new filtration facility will also include provisions for future installation of UV disinfection. The project will be issued for contractor bidding in late autumn 2016.

Kankakee Water Plant Master Planning and Condition Assessment | *Kankakee, Ill.*

CDM Smith worked with the Kankakee Division of Aqua Illinois, Inc. (Kankakee) to develop a Facility Plan for the Kankakee WTP. The Facility Plan included a condition assessment of the facilities and alternatives for expansion of the plant. The condition assessment included process, civil, structural, electrical, mechanical, automation, and architectural review of the facilities and identified recommended projects.

The study identified seven alternatives for expansion of the existing 18 MGD lime softening plant up to 40 MGD. Plant capacities of 22, 23, 24, 27, 30, 35, and 40 MGD were considered. CDM Smith identified major plant improvements that would be required for these different expansion capacities that would allow Kankakee to continue operating as a lime softening plant while providing operational flexibility. The recommended improvements included expansion of low and high service pump capacities, retrofit of existing clarifiers, conversion of conventional clarifiers to upflow solids contact clarifiers, hydraulic improvements of the existing conventional filters, expansion of clearwells, as well as additional chemical system capacities. Due to the limited area on-site, maximization of existing space and capacity of existing unit processes was emphasized. CDM Smith recommended process flow schematics and plant layouts for the different plant expansion capacities. The study also included regulatory review and water quality analysis of the existing plant, as well as critical improvement recommendations based on CDM Smith's condition assessment of the existing Kankakee WTP.



Client/Year Complete

Aqua Illinois/2015

Project Staff

Amrou Atassi, Mark White, Benjamin Finnegan, Joanna Cummings, Brandon Celaya, Wendell Yang, Mike Kahn, Mike Watkins, April Ricketts





Danville Water Plant Master Planning and Condition Assessment | *Danville, Ill.*

CDM Smith worked on the facility plan for the 14 MGD Danville WTP on the Vermillion River. The Facility Plan included a condition assessment of all facilities at the plant and identified improvements. The condition assessment included process, civil, structural, electrical, mechanical, automation, and architectural review of the facilities and identified recommended projects.

The study started with an evaluation of the need for expansion at the plant as well as a regulatory review and water quality analysis review of the existing systems. Additional feedback from Danville staff on improvements projects were evaluated along with the projects of need identified from the CDM Smith condition assessment. Improvement projects were then scored based on the likelihood of failure and overall operational impact due to failure. The last component of the evaluation was the development of budgetary numbers.

The service area of the Danville WTP has not seen growth in recent years and was determined that no expansion projects would be required as part of this study. Based on the CDM Smith evaluation three projects were identified as a high priority due to a safety issue or impairment to equipment. An additional three projects were identified as high priorities for their capital planning.

Through the collaboration between Danville staff and CDM Smith, six projects were identified for further detailed evaluation to assist staff in prioritizing additional projects for their capital planning. These included conversion to sodium hypochlorite, upgrades to the SCADA system, modifications to the raw water intake during high water events, improved performance of submersible raw water pumps, investigate the capacity of the nitrate ion-exchange system, and evaluation of the security at the Danville WTP.



Client/Year Completed

Aqua Illinois/2015

Project Staff

Amrou Atassi, Mark White, Benjamin Finnegan, Joanna Cummings, Brandon Celaya, Wendell Yang, Mike Kahn, Mike Watkins, April Ricketts



Water Demand Forecasting Study | *Springfield, Ill.*

CDM Smith was contracted to update the CDM Smith 1991 water demand analysis for the Springfield City Water Power & Light (CWLP) service area to assist in determining viable alternative water supplies. The update included an analysis of current and historical water use; incorporation of population projections for the service area with an alternative forecast scenario with an additional five percent growth to offset the effects of the Great Recession on the long-range population projections; and, estimation of future water demand forecasts under baseline and drought conditions. It was acknowledged that unanticipated future events such as greater population growth, the addition of large customers, or more extreme weather events could push water demand above and beyond the expected high range of this forecast. The likelihood of such events occurring in the future represents the level of risk that CWLP staff should be prepared to accept in terms of future water supply planning.

Ten years of historical monthly billing data was grouped into Residential, Commercial, Large Users and Wholesale consumption. A statistical monthly demand function was estimated for each sector using historical monthly temperature, precipitation, water rates, and unemployment rates. The sector demand functions were used with population projections provided by the Regional Planning Commission to project water demand to the year 2065. The average 2004-2013 weather conditions were assumed as 'normal' weather for future years, and unemployment rates were assumed to return to pre-recession levels in the future. Alternative forecast scenarios were developed assuming plus or minus 5 percent population growth, and historic dry weather conditions.

The forecast annual average demand for 2065 under the normal conditions was only slightly higher than the current annual average demand, and was actually less than recent historic peak month demand. The forecast annual average demand under the alternative high-growth scenario and high-growth with dry weather conditions showed about a 20 percent increase in 2065 from the current average annual demand.



Client/Year Completed

Springfield City Water Light & Power/2015

Project Staff

Amrou Atassi, Bill Davis

An analysis of historical peak month to annual average was conducted along with the historical probability of occurrence of different peak ratios. The average peak ratio, one in 10-year peak ratio, and historic maximum peak ratio were applied to the baseline and alternative projections of annual average water demand. The resulting range of outcomes captured the impact of historic monthly variation on future water demand, and provided the City an understanding of the risks and uncertainty associated with the forecast.

Water System Planning and Plant Improvements | *Highland Park, Ill.*

CDM Smith began working with the City of Highland Park in 1998, when the city retained our services to complete an assessment of planned upgrades to increase capacity and improve performance of the City's water system facilities. Since that time, CDM Smith has gone on to offer numerous services to improve the operations of the WTP. A summary of our work includes the following assignments.

Water Treatment Facility Improvements

As part of the continuing effort to upgrade their treatment facility, the city retained CDM Smith to study, design, and manage the construction of improvements to increase WTP capacity to 30 MGD. Disinfection improvements recommended during an earlier study were incorporated into this expansion. Discussions during the preliminary design studies raised the issue of future United States Environmental Protection Agency requirements for advanced disinfection technologies and the overall operation of the water system facilities.

- ***Membrane Evaluation and Pilot Testing.*** CDM Smith investigated various options for expanding facilities that included consideration of low-flow pressure membranes to expand capacity and provide upgraded protection against microbial contamination. As a result, the city decided to pilot test the membrane filtration technology to meet Illinois Environmental Protection Agency requirements, and to obtain the criteria information necessary for design of the membrane filtration system.
- ***Membrane Design.*** CDM Smith led the preliminary and detailed design to implement a 30-MGD submerged membrane filtration system in conjunction with auxiliary improvements required for expanding the treatment capacity. The new facility incorporates a two-MGD waste backwash recovery system that will allow for the recycling of membrane backwash water to the head of the treatment process. Additional improvements included raw water pump upgrades, treatment using submerged ultrafiltration membranes, standby power, and installation of new primary power services to the site by ComEd as well as other support facility improvements. CDM Smith assisted with the pre-purchase of membrane treatment equipment and standby power generators as part of the overall project.



Client/Year Complete

City of Highland Park/2015

Project Staff

Amrou Atassi, Mark White, Benjamin Finnegan, Joanna Cummings, Wendell Yang, Mike Kahn, Mike Watkins, April Ricketts

Finished Water Pump Variable Frequency Drive (VFD) Replacement

During the peak summer water demand period of June 2004, the City experienced a catastrophic failure with one of their finished water pump VFDs, leaving them with only one VFD-controlled finished water pump. In response to this situation, CDM Smith's local electrical engineering staff provided expedited engineering services to support the direct replacement of the VFD drives. CDM Smith's design approach allowed for the existing, embedded power and control wiring to be reused, which expedited the transition between the new and old equipment.

Water System Security Assessment

CDM Smith was commissioned to conduct a comprehensive security assessment of the water system facilities. The scope of work for this report included an assessment of general and specific security issues for the City's water system facilities. CDM Smith worked with City staff to prioritize the recommended improvements and prepare an implementation plan with budgetary cost estimates. After completing the assessment, CDM Smith assisted the City with implementing recommended system improvements including the addition of security cameras.

Water System Planning and Plant Improvements | Highland Park, Ill.

Disinfection Facilities Upgrade

CDM Smith produced contract documents (engineering drawings and specifications) for the installation, testing, and start-up of a new bulk delivery sodium hypochlorite system and other related improvements at the WTP. CDM Smith completed the evaluation of the disinfection alternatives study for the City. This report provided preliminary design information on alternatives for implementing a new sodium hypochlorite system at the WTP.

- ***Sodium Hypochlorite System.*** The sodium hypochlorite system consisted of two assembled-in-place 5,500 gallon bulk fiberglass reinforced plastic (FRP) hypochlorite storage tanks, one 500-gallon FRP hypochlorite day tank, ultrasonic level monitoring, four 25 gallons per hour peristaltic tube chemical metering pumps, one constant speed peristaltic hose transfer pump, valves, and appurtenances. The system was located in the existing chlorine gas storage room and the metering pumps were connected to the existing chlorine solution chemical feed piping.
- ***Chlorine Gas Storage Room Modifications.*** Modifications for the chlorine gas storage room included a containment wall, a new brick wall and doorway to enclose an existing walkway between the powder activated carbon storage and chlorine gas storage, pads for new tanks and pumps, electric heaters, and new emergency shower/eye wash stations.
- ***Electrical and Clearwell Vent Modifications.*** Modifications in the clearwell included a new feeder installed from the motor control center (MCC) in the main electrical room to a new MCC in the chemical control room to provide for operating and standby equipment and an interior building room. The existing clearwell vent was raised to 10 feet above the existing grade level; and the new vent was built to match the existing one and be equipped with screens.

Taste and Odor Retrofit Study

Highland Park employed a conventional treatment process train including pre-oxidation by chlorine, rapid mixing, flocculation, sedimentation, filtration, and disinfection. Powdered activated carbon was used seasonally to reduce the impacts of taste and odor episodes. Plant upgrade improvements recommended by CDM Smith to increase the plant capacity from 21 MGD to 30 MGD included modifications to the pretreatment facility that would free up plant space which could be used for an ozone treatment process. Prior to the upgrade, the City retained CDM Smith to conduct a taste and odor retrofit study to determine the requirements to retrofit the plant with ozonation, and to prepare planning level estimates for engineering, capital, and operating costs. The study identified any modifications to the recommended plant upgrade plan that would facilitate installation of ozone in the future.





Water and Distribution System Master Planning | *Lake County, Ill.*

Organized in 1985, the Central Lake County Joint Action Water Agency (CLCJAWA) consists of nine member utilities representing 12 communities in Lake County. CLCJAWA uses Lake Michigan water from a raw water intake that pumps the surface water to Lake Bluff for treatment at its WTP, which CDM Smith designed, then distributes across 35+ miles of transmission mains.

Water Supply System Development and Growth Over 25 Years

In 1986, CDM Smith performed the feasibility study for alternative methods of supplying water to CLCJAWA member communities, and recommended the design and construction of an independent water treatment/supply system with Lake Michigan as the water source. CDM Smith was then responsible for providing complete engineering services during the construction and startup of the $100 million project, which consisted of 10 separate construction contracts. The project included a Lake Michigan intake and raw water line, pumping stations, a 40-MGD WTP, more than 35 miles of transmission mains, and delivery structures. For the next 30 years, CDM Smith continued to support CLCJAWA with two dozen projects, covering a wide variety of planning, engineering, design, and construction management services, including;

- Paul M. Neal WTP Pilot, Design, and Construction Services
- Long-Range Expansion Plan
- Lake Michigan Water Supply Project Pumping System
- Booster Pump Station and Standpipes
- Water Distribution System Study
- Elevated Water Storage Tank Design and Construction
- Raw Water Intake and Zebra Mussel Control
- Raw Water Pump Station

Water Supply System Expansion

Over the past several years there has been significant interest by many nearby communities to access Lake Michigan as their water supply source. CLCJAWA has considered and weighed these interests and the potential of providing water to these communities. CDM Smith was retained to complete a series of studies to assess CLCJAWA's potential of serving additional customers. These evaluations included:

North Group Membership Expansion: A North Group Expansion Technical Committee was formed to review and present recommendations to the CLCJAWA Board of Directors during the design and construction of finished water transmission main system improvements. The new committee consists of representation from the North Group, CLCJAWA staff, and an existing Executive Committee member. The expansion project for the North Group involves extending the Agency's transmission pipeline system with approximately 13 miles of 10- to 20-inch piping and a delivery structure for each community. The project is divided into the Northeast (NE) and Northwest (NW) pipelines. The NE pipeline will serve the communities of Grandwood Park and Lindenhurst. The NW pipeline will serve the communities of Lake Villa and Fox Lake Hills. CLCJAWA retained CDM Smith to provide professional engineering services throughout all phases of this project.



Client/Year Complete

Central Lake County Joint Action Water Agency/Ongoing

Project Staff

Amrou Atassi, Mark White, Benjamin Finnegan, Brandon Celaya, Kumar Gali

Water and Distribution System Master Planning | Lake County, Ill.

Water Demands Projections Assessment: Because of the increased interest of neighboring communities to become customers or members of the agency, CDM Smith and CLCJAWA analyzed its water use projections to determine if CLCJAWA would be comfortable with adjusting the level of conservatism in their planning for potential future customers. CDM Smith reviewed historical data from CLCJAWA and its individual members, projecting demands and developing peaking factors based on the long-term data. The agency also reviewed historical and projected water use of neighboring water suppliers as a way of predicting their own water system's future.

Reliability Improvements Assessment: CLCJAWA features a branched transmission system, and reliability is provided with system storage, member community interconnects, and wells. CDM Smith evaluated methods to improve the system's reliability, and identified the most critical locations in the transmission system where a pipeline failure would impact the greatest number of customers for the longest period of time. CDM Smith developed conceptual designs for parallel pipelines to eliminate the single points of failure condition and capital construction cost estimates. These improvements were incorporated into the agency's 20-year capital improvement plan or into the proposed improvements to add customer communities.

Agency Capacity Expansion Assessment: CDM Smith evaluated CLCJAWA's ability to expand their transmission system to include one of two groups of new potential community members. Our studies included hydraulic analysis, development of design criteria, route analysis, coordination with new community representatives and their engineers, and development of capital cost estimates to be used in developing cost of service proposals. CDM Smith worked individually with each community to establish CLCJAWA's finished water transmission system design criteria that would be used as the basis of this study, and, ultimately, the basis for any future expansion, desired delivery points, current flow demands and Illinois Department of Natural Resources allocations, and deal breakers on routing. The communities' officials and engineers provided a valuable source of local knowledge that allowed CDM Smith to efficiently develop routes for each community grouping. The project included routing of approximately 16 miles of pipelines through 12 communities with an estimated capital cost of $45 million. The engagement of the potential community members was critical to successfully delivering this study and setting a solid foundation for CLCJAWA moving forward.

North Group Assessment: CDM Smith evaluated CLCJAWA's potential for developing a complete water system for 13 communities in northern Lake County, Ill., including a new 55-MGD WTP and more than 55 miles of transmission system piping and pumping stations with an estimated capital cost estimate of $280 million. CDM Smith performed route selection, preliminary hydraulics, design criteria development, and capital cost estimating. This project would have doubled the size of CLCJAWA's water system and provided multiple benefits to its redundancy, reliability, and economies of scale. Also in 2010, CDM Smith was asked to conduct an investigation focused on system-wide improvements required to increase capacity based on the capacity assessment results.

Existing Transmission System Capacity Assessment: CDM Smith performed a capacity assessment of CLCJAWA's existing finished water transmission system, updated CLCJAWA's hydraulic model, and determined the critical locations in the transmission system that limited overall system capacity. The analysis identified improvements to the finished water transmission system that allowed the agency to deliver an additional 10 MGD to potential customers.



Jardine Water Plant Condition Assessment and CIP Development | *Chicago, Ill.*

CDM Smith was selected by the City of Chicago Department of Water Management (DWM) to perform a plant-wide condition assessment of the Jardine Water Purification Plant (JWPP). The condition assessment is being used to update the CIP outlining necessary capital improvement projects for the planning period of 2012–2045. The project was completed through a three-phase approach.

Phase 1: Data Collection and Review

CDM Smith prepared documents to collect information during the site visits and reviewed record drawings, equipment lists, previous condition assessments, and available maintenance records.

Phase 2: Condition Assessment

CDM Smith conducted condition assessments of the systems and/or equipment in terms of physical condition, performance, O&M issues, and reliability and redundancy. The condition assessments were conducted by various disciplines including process, civil/site, structural, architectural, electrical, plumbing, HVAC, fire protection, and instrumentation. The assessments were by visual inspection, interviews of plant staff, and available maintenance records.

Phase 3: Risk Analysis and Report

CDM Smith prioritized the results of the condition assessment into a five-class ranking system that defined the criticality of the system and/or equipment to water production. Projects were also separated by functional categories, including: operational improvements, non-operational improvements, and maintenance improvements based on the impacts to water production. The risk analysis evaluated the condition of the equipment versus the risk of failure.

For each deficiency and associated recommended improvement, the following was documented:

- Definition of the problem, impact on operations, and associated recommended fix
- Assessment of level of priority
- Area of review (structural, process, electrical, etc.)
- Definition of functional category and
- Planning level total project cost estimate and planning level construction cost estimate



Client/Year Complete

Chicago Department of Water Management/2012

Project Staff

Amrou Atassi, Benjamin Finnegan, Joanna Cummings, Randy Rogers, Wendell Yang, Mike Kahn, Mike Watkins, April Ricketts

CDM Smith successfully completed several process-related pilot evaluations, and has been a trusted advisor on a number of water quality related issues for DWM, including filtration performance. CDM Smith designed, built, and operated a complete water treatment pilot plant that evaluated multiple new processes, including ozone and UV disinfection, and the optimization of existing processes, including coagulation, flocculation, sedimentation, and filtration. Specifically related to filtration, CDM Smith investigated different filter media configurations, filter aids, filter loading rates, and the impact of backwash recycle on filter performance. As part of full scale pilot testing, CDM Smith evaluated the impact of phosphate dosing at the rapid mix on filter performance, including filter run time, turbidity, and headloss.

Water System Condition Assessment and Master Plan | *Wilmette, Ill.*

The Village of Wilmette supplies water to the residents of Wilmette, Glenview, part of Prospect Heights, and the Glenview Naval Air Station with a combined population of approximately 105,000. Since 1996, CDM Smith has performed system study, design, and construction services for improvements to components of the Village's water system.

Water System Study, Design, and Construction Services

Due to a potential increased demand that would require an additional 15-MGD peak day demand by the year 2020, the city embarked on a Phase II study. This study included an analysis of the Wilmette WTP and its capacity to purify and pump water to its customers, while meeting all anticipated regulatory requirements through the year 2020. In the study, CDM Smith analyzed hydraulic problem areas and recommended corrective actions, assessed regulatory impacts on the plant, reviewed the location for future storage facilities, assessed disinfection practices, evaluated taste and odor control techniques, made recommendations to the low lift pumping stations, and made recommendations for improved reliability. As a result of the study, CDM Smith was engaged to design and provide construction management services for plant-wide improvements.

Water Plant Improvements

CDM Smith was retained to provide study, design, and construction services to upgrade the plant to achieve future capacity needs and meet all anticipated regulatory requirements through the year 2020.

Treatment plant-related tasks included:

- Assessment of the performance of the existing filters—turbidity, throughput, return to service time, and backwash effectiveness
- Assessment of the ability to increase filter capacity
- Evaluation of underdrain and media alternatives
- Addition of standby power generators to provide reliability to the WTP
- Providing a prioritized list of recommendations and presenting cost data for improvements



Client/Year Complete

Village of Wilmette/2016

Project Staff

Amrou Atassi, Mark White, Joe Ridge, Joanna Cummings, Kumar Gali, Randy Rogers, Wendell Yang, Mike Kahn, Mike Watkins, April Ricketts

Filter-related work included renovating three of the facility's 10 filters (underdrains and media) and retrofitting the filters with an air scour system. In addition, hydraulic bottlenecks were analyzed and improvements were implemented to increase the plant's capacity needs.

Additionally, CDM Smith worked closely with Wilmette's staff to develop and conduct a stress testing program for their pretreatment basin and filters. The results of this program allowed Wilmette to increase their plant's rated capacity by 25 percent without adding any new pretreatment basins or filters.

Supervisory Control and Data Acquisition (SCADA) Upgrade

CDM Smith worked with the Village to develop a plan for their water plant SCADA system due to obsolescence of the existing system hardware for its 31-MGD conventional surface water filtration treatment plant. Originally installed in 1994, the system was upgraded in 2003 with Modicon Quantum hardware to integrate chemical systems and pumping input/output (I/O). The Symax hardware contained 675 I/O points of the 1,000+ points on the entire SCADA system.

Water System Master Plan | *Oak Lawn, Ill.*

CDM Smith has provided engineering services for the village of Oak Lawn's regional water system since 2008. The water system is designed to serve approximately 450,000 people in 12 southwest Chicago communities through the year 2030. CDM Smith completed a water system master plan in 2009 and subsequently completed the preliminary design of $186 million worth of improvements to the water system. CDM Smith is currently completing detailed design of those improvements, which include:

- New pumping station with four 1,000-HP pumps, motors, and VFDs at the Reich Pumping Complex
- New ComEd medium voltage electrical service at the Reich Pumping Complex, including transformers and automatic throw over switchgear
- Two new 2.5-MW back-up generators at the Reich and Harker Pumping complexes
- Addition of one 1,000-HP pump, motor, and VFD at the Harker Pumping Complex
- Chlorine system improvements at the Reich and Harker Pumping Complexes, including new chlorine gas eductor chlorinators, new chlorine leak detection system, and a new chlorine gas scrubber
- 15 miles of new transmission main (12 miles of 60-inch pipe) that will provide a loop to the existing 48-inch transmission serving the 12 customer communities
- Pump intake hydraulic improvements at the Harker and Reich Pumping complexes to work with the existing and new pumps
- Site improvements at the two pumping stations

The project involved coordination with multiple entities and agencies across the state including:

- Early and frequent coordination with ComEd regarding electrical system capacity, new service, and back-up generators
- IEPA for permitting as well as SRF Loan. CDM Smith worked with the Village of Oak Lawn and their customer communities to secure more than $150 million in SRF Loan funds. CDM Smith prepared the required applications, planning documents, etc. for the loan
- Obtaining more than 85 permits from federal, county, and local agencies



Client/Year Complete

Village of Oak Lawn/Ongoing

Project Staff

Amrou Atassi, Rob Isabel, Mark White, Benjamin Finnegan, Bill Davis, Joe Ridge, Joanna Cummings, Brandon Celaya, Kumar Gali, Randy Rogers, Wendell Yang, Mike Kahn, Mike Watkins, April Ricketts

The design improvements included detailed analysis as follows:

- Hydraulic and surge analysis of the pump stations and the transmission pipeline system, including design of new hydraulic surge control systems
- Analysis and evaluation of existing pumps, including capacity and efficiency testing of existing pumps to determine the need for rehab or replacement
- VFD and solid-state reduced-voltage starter evaluation for the pumps at the Reich and Harker complexes
- Pump intake hydraulic analysis at the pump stations
- Size, number, location, and type of back-up power engine generators

REGULAR AGENDA ITEM NO. 8E

FOR COUNCIL: April 24, 2017

SUBJECT: Consideration of approving a Professional Services Contract with GreenPlay, LLC for Professional Planning and Consulting Services related to the Parks, Recreation and Cultural Arts Comprehensive Master Plan, (RFP#2017-27.)

RECOMMENDATION/MOTION: That the Professional Services Contract with GreenPlay,LLC for Professional Planning and Consulting Services related to the Parks, Recreation and Cultural Arts Comprehensive Master Plan in the amount not to exceed $114,999.00 be approved and the City Manager and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2 - Upgrade City Infrastructure and Facilities; Goal 5 – Great Place – Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE: Objective 2D - Well-designed, well maintained City facilities emphasizing productivity and customer service. Objective 5A – Well-planned City with necessary services and infrastructure

BACKGROUND: The current Parks Master Plan was completed in 1997 with two updates since, with the last update completed in 2009.

Bloomington PRCA is hiring a consulting team to prepare an updated Citywide Comprehensive Parks and Recreation Master Plan, O'Neil Park Plan and a Recreation Center Plan. The major purposes are to identify the current state of the department's facilities, collect citizen input on future needs, identify program trends specific to Bloomington's citizen needs, and to make recommendations for future parks and the department.

The primary focus of the comprehensive plan is on parks and programs. The plan will include an illustrative and usable plan to guide the City's actions over the next 15 years in regard to the development of its park facilities, programs, and land acquisition needs and be prepared in a manner that will meet the requirements of a 15 year master plan for typical Parks and Recreation park planning.

The plan will have a second component which focuses solely on an entire O'Neil Park renovation to include an aquatic facility/pool and potential restructure of park programmatic themes. O'Neil Park is located at 1515 W. Chestnut St. and is currently home to: 2 softball fields, 1 baseball field with office which is headquarters to the BNBA (Bloomington Normal Baseball Association), a skate park, 3 tennis courts, 1 playground, open space for football practice/games, 2 parking lots, 1 shelter and a pool which is over 15 years past its life expectancy. O'Neil Pool is a 25-meter pool used for competitive swimming with 2 flume slides,

a 1-meter and 3-meter diving board, a picnic table area with vending machines, a separate small wading pool for infants and toddlers, and has an extra-large pool deck. The pool is used for general swim, swim lessons, swim team practice and meets, recreational diving, and serves a demographic where the activities are also intended to keep youth in a positive environment. Options for a renovated park can include the aforementioned, but the new plan may alter a few programmatic themes to accommodate a larger aquatic center and parking needs. This piece of the plan will provide information on what each amenity would cost both from a capital and operational perspective.

The plan will also have a third component to include a Recreation Center facility, future facility location recommendation, and recommendations for our current LLC (Lincoln Leisure Center) facility. The LLC is located 1206 S. Lee St. and is a former District #87 Elementary School. The LLC is now a programmed recreation center for the community which consists of a gym and nine classrooms. Programs include Art, Theater, Dance, and Sports. Rental opportunities are available to the public after recreation programs have been scheduled. The LLC is also the home base of S.O.A.R. (Special Opportunities Available in Recreation) which provides programming county-wide. This piece of the plan will provide information on what each amenity would cost both from a capital and operational perspective.

The comprehensive plan will be completed after a thorough inventory of existing parks, land and facilities; public input through several community meetings; research on current parks and recreation trends and standards; input from City of Bloomington staff, the public, and ultimate approval and adoption from the City Council.

The goal of the project is to develop a community supported plan that can be successfully implemented through the capital improvement plan as well as through programmatic strategies and operations.

The consulting firms (teams) that submitted proposals in response to the City's Request for Proposals #2017-27 is as follows:

- The Lakota Group
- Planning Resources Inc.
- GreenPlay LLC
- Sink, Combs, Dethleps
- Rettler Corporation
- Shive Hattery
- Hitchcock Design Group
- SWT Design
- Teska Associates, Inc.
- Cordogan Clark

The three consulting firms (teams) that were selected for interviews are as follows:

- Planning Resources Inc.
- GreenPlay LLC
- Sink, Combs, Dethleps

The contract amount included in the Professional Services Contract is a not-to-exceed amount.

The schedule for the project is to begin the process immediately upon receipt of a signed Professional Services Contract.

The plan will provide a parks inventory as well as recommendations for every individual park under City of Bloomington's responsibility.

The Comprehensive Master Plan completed in 1997 cost the City $117,866 and did not include two feasibility studies.

Many granting and funding opportunities require an updated Parks Master Plan.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Proposals was advertised in the Pantagraph on 13 January 2017. Thirty-seven (37) interested companies received the RFP as well. Interviews were held in the Parks, Recreation and Cultural Arts Conference Room on 28 February 2017.

FINANCIAL IMPACT: Funding for this project is included in the Capital Improvement-Other Professional & Technical Service account (400100100-70220) for $100,000 and Park Dedication-Engineering Services account (24104100-70050) for $14,999 for a total of $114,999. Stakeholders can locate this in the FY 2017 Budget Book titled "Other Funds & Capital Improvement Program" on pages 53, 87, and 274. This project was originally titled "O'Neil Park Aquatic Center and Lincoln Leisure Center Feasibility Study" in the FY 2017 Budget Book.

COMMUNITY DEVELOPMENT IMPACT: *Not applicable*

Link to Comprehensive Plan/Downtown Plan Goals:

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: Not Applicable

NUMBER OF REQUIRED VOTES TO APPROVE ITEM: Majority attending

Respectfully submitted for Council consideration.

Prepared by:	Jay Tetzloff, Parks, Recreation and Cultural Arts Director
Reviewed by:	Steve Rasmussen, Assistant City Manager
Financial & budgetary review by:	Chris Tomerlin, Budget Analyst Carla Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- P&R Contract Parks Master Plan
- Contract with GreenPlay, LLC

CITY OF BLOOMINGTON
CONTRACT WITH

FOR
Parks Master Plan

THIS AGREEMENT, dated this 24th day of April, 2017, is between the City of Bloomington (hereinafter "CITY") and (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

Section 2. Incorporation of Bid/RFP/RFQ & Proposal Terms. This work was subject to the following procurement initiative by the CITY:
RFP #2017-27 Professional Planning and Consulting Services for Parks (hereinafter "Request")

Accordingly, the provisions of the Request and the proposal submitted by CONTRACTOR (hereinafter collectively referred to as "Procurement Documents" and attached as Exhibit A), shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply.

Section 3. Description of Services. CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows:

Recommendations for individual parks. Cost analysis for added/subtracted amenities for O'Neil Park and Recreation Center.

Section 4. Payment. For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR one of the following:

☒ A flat fee of $ 114,999.00 as set forth in the Procurement Documents.

☐ Fees as set forth in the Procurement Documents.

Section 5. Default and Termination. Either party shall be in default if it fails to perform all or any part of this Contract. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting party shall be entitled to all remedies, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney's fees and court costs.

Section 6. **Representations of Vendor.** CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

Section 7. **Assignment.** Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 8. **Compliance with Laws.** CONTRACTOR agrees that any and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 9. **Compliance with FOIA Requirements**. CONTRACTOR further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR shall be responsible for any damages/penalties assessed to CITY for CONTRACTOR'S failure to furnish all documentation in CONTRACTOR'S possession responsive and related to a request within five (5) days after CITY issues a notice of a request.

Section 10. **Governing Law.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 11. **Joint Drafting.** The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 12. **Attorney Fees**. In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

Section 13. **Paragraph Headings**. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 14. **Counterparts.** This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

By: _____ By: _____

Its City Manager Its_____

ATTEST:

By: _____ By: _____

City Clerk Its_____



PROPOSAL FOR PROFESSIONAL PLANNING AND CONSULTING SERVICES















Parks and Recreation Comprehensive Master Plan
Bloomington, Illinois

Submittal Date: February 7, 2017

GREENPLAY LLC

The Leading Edge In Parks, Recreation, And Open Space Consulting

Table of Contents

I. Firm Profile 3

II. Proposed Project Team 5

III. Representative Project Experience 21

IV. Approach and Process 41

V. Cost Proposal 57

VI. Submittal Forms 59



GREENPLAY LLC
The Leading Edge In Parks, Recreation, And Open Space Consulting

February 7, 2017

Mr. Jay Tetzloff, Director of Parks, Recreation, and Cultural Arts/Miller Park Zoo
City of Bloomington
109 East Olive St.
Bloomington, IL 61701

Dear Mr. Tetzloff and Selection Committee:
GreenPlay LLC is pleased to submit our proposal to develop a Parks and Recreation Comprehensive Master Plan for the City of Bloomington, Illinois. We understand that the result of this project will be to provide the City with usable information in the areas of asset inventory, level of service assessment and community feedback through citizen engagement in order to guide the City's planning over the next 10-15 years. We know that this plan will also include a plan for potential renovations to O'Neil Park as well as a feasibility study to determine the community's support for a new and/or renovated recreation center. GreenPlay is a professional, experienced management consulting firm providing Comprehensive Parks and Recreation Plans, feasibility studies, and related services for diverse communities in Illinois and around the country. We have completed similar projects in the past for the Forest Preserve District of Cook County; the Lisle Park District; the Arlington Heights Parks and Recreation District; the Cities of Oak Park, Skokie, and Oswegoland; and the Plainfield Park District.

GreenPlay will act as prime firm on this project, organizing and directing all aspects. We will also focus on agency and contextual project management and oversight, visioning and development of recommendations, community outreach and public input facilitation, and development of the report. Our team will consist of **Dylan Packebush, MBA, CPRP,** as Project Manager, **Pat O'Toole,** as Principal-in-Charge, Dan Seder, MBA, CPRP and Tom Diehl, CPRP, as Project Consultants, and **Chris Dropinski, CPRE,** as Contracting Principal-in-Charge. To complete all aspects of this project, we have specifically selected and assembled the following team:

- **GreenbergFarrow:** Lori M. Vierow, PLA, LEED AP BD+C, ASLA, and Sarah C. Dreier, ASLA, LEED GA
  An award-winning architecture, planning, and landscape architecture firm based in Arlington Heights focused on site analysis, conceptual costing, and O'Neil Park Master Plan
- **BLDD:** Barbara Meek, AIA, LEED AP, NCARB, EDAC; John Maynerich, AIA, LEED AP; and Benjamin Zobrist, EIT
  Architecture firm based in Bloomington, focused on site analysis and conceptual costing for building components.
- **Design Concepts**: Dave Peterson and Carter Marshall
  Award winning landscape architecture firm focused on inventory and GRASP® Component Based Method for Level of Service Analysis.
- **Water Technology, Inc**.: Matthew W. Freeby, AIA LEED AP, NCARB and Scott Lemonds, AIA, MRPS
  Nationally-renowned aquatics firm focused on recommendations and conceptual costing for pool feasibility.
- **Public Research Group**: Tod Stanton
  Naperville based research and analysis firm focused on the statistically-valid survey.

We have developed very effective and efficient ways of communicating, producing, and delivering high quality service, ensuring that your community is receiving the highest return on investment possible in this important work. Our firm has worked with over 400 communities, and we still treat each one as unique, providing customized results.

We believe that our previous experience provides us with the knowledge and insight necessary to create a Parks and Recreation Comprehensive Plan that contains realistic, implementable, and fiscally responsible strategic recommendations for the City of Bloomington. We pride ourselves on being available and accessible to your agency, and partnering with you to help achieve your goals. **If you have any additional questions, please feel free to contact me at the number listed below. I am legally authorized to represent GreenPlay.**

Sincerely,

Teresa L. Penbrooke

Teresa Penbrooke, PhD Candidate, CPRE
CEO and Founding Managing Member
Phone: (303) 870-3884 (direct)
E-mail: TeresaP@GreenPlayLLC.com







I. FIRM PROFILE



GreenPlay is a Limited Liability Company, with national administrative offices in Louisville, Colorado and nine regional office around the U.S. Founded in 1999 precisely to help communities with this type of work, we operate as a consortium of experts to provide management and consulting services for park, recreation, open space, and related quality of life agencies. We serve as a resource for agencies by organizing teams that are responsive, experienced in the field, and who understand the needs of individual communities. Our firm works nation-wide with 15 employees and over 75 technical consortium affiliates and sub-consultants to complete projects for large and small agencies throughout the nation. GreenPlay has successfully completed over 400 projects, working with local, state, and national government agencies, as well as with private sector organizations.

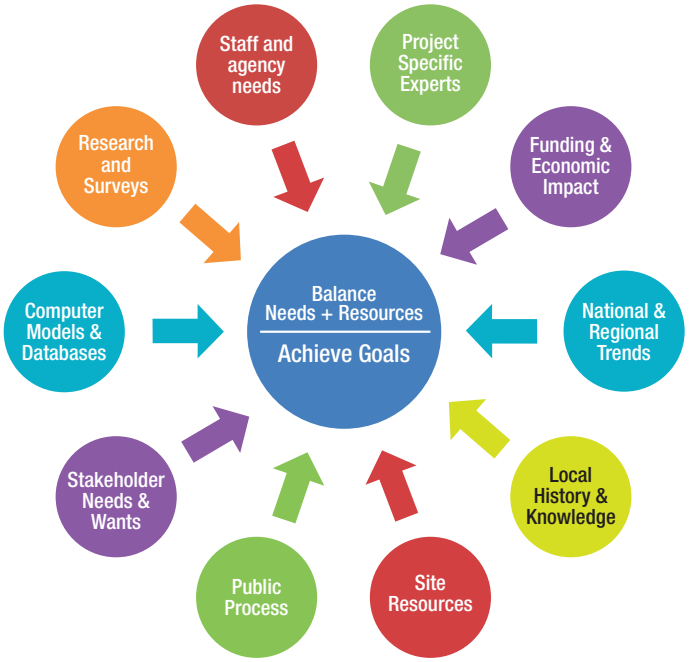
Administrative Headquarters
1021 E. South Boulder Rd., Suite N
Louisville, CO 80027
(303) 439-8369

Project Specific Experience
A Proven Record of Experience and Expertise in Parks and Recreation Planning
These types of projects are not an adjunct service for our firm! This is what we do at GreenPlay, everyday, successfully, for small and large communities of all types, all over the United States. We also regularly teach others around the country how to successfully complete similar projects. We have a strong national reputation based on many years of experience with staff who will help you to develop a community-specific plan that will be easily implemented, help gain engagement and consensus, and will address your key issues.

Relevancy of Similar Work Experience
Our firm has experience that is directly relevant to this project. We have completed similar projects for numerous Illinois and midwest communities including Arlington Heights, Cook County Forest Preserve District, Glendale Heights, Lisle, Northbrook, Oak Park, Oswegoland Park District, Plainfield, and Skokie, Illinois. We provide expertise helping these communities plan for sustainable development which is environmentally sensitive and financially sound. We will be able to quickly discern key issues in your community and help you plan to address them in an effective manner.

Management Approach and Philosophy Toward Parks and Recreation Planning
We believe that parks and recreation assets contribute to the quality of life that makes a community a desirable place to work, live, and play. GreenPlay consultants are all passionate about developing plans and documents that work conceptually and are implementable in each individual community. Our staff members are effective in leading a comprehensive public process to accurately reflect your community's needs. We develop planning and operational options that establish a balance between innovation and experience, conservation and active recreation, design excellence and cost control, and creativity and functional accommodation. We also understand the need to create a delicate balance between economic benefits and provision of equitable service, along with an appropriate mix of active and passive elements for all types of service demands.

Additional Information
Our firm will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual preference, physical disability, or national origin. GreenPlay, LLC, is a certified DBE/100% woman-owned business. Our integrity, credibility, and capacity to complete projects is well-documented. In over 17 years of business, we have never missed a project end date due to internal workloads, and have never had any legal actions or judgments pursued against our firm.



GreenPlay, LLC

At **GreenPlay, LLC**, we believe that the best services and products come from using a wide variety of tools. Some recreation consulting firms concentrate on computer models, databases, or surveys. While we believe these tools are valuable, we take our evaluation and assessment tools to the next level by utilizing innovative methods and processes that are most effective for **your** individual community. The results provide a more comprehensive solution for achieving your goals. This schematic illustrates the various tools that GreenPlay uses to help your agency meet its expectations. We balance your needs, and those of your stakeholders, with the reality of available resources.

Conscious Capitalism®



While making money is essential for the vitality and sustainability of any business, it is not the only or even the most important reason GreenPlay exists. As a purposefully small, private **Conscious Business**, we support a culture of **Conscious Capitalism** with a focus on purpose beyond profit. *www.conciouscapitalism.org*

Your GreenPlay Consulting Team is…

- **Dedicated** to your project and committed to addressing the unique issues and opportunities facing **your** community.
- **Experienced** in developing plans and documents that work conceptually and are **implementable** in **your** community.
- **Trained** in conducting effective public process by skillfully leading staff and stakeholder interviews and focus groups.
- **Adept** in cultivating supportive relationships with staff and governing body leadership.
- **Effective** in creating a public process, along with planning and operational options, that **establish a balance** between innovation and experience, conservation and active recreation, design excellence and cost control, creativity and functional accommodation, and that meet the needs of the community with the resources that are available.
- **Respected** for their expertise in strategic visioning, programming, cost recovery analysis, resource management, facility site design, operations, funding options, and bond referendum preparation.
- **Committed** to helping you to achieve your goals on time and within budget, while providing exceptional customer service.

II. PROPOSED PROJECT TEAM

Bloomington, Illinois
Parks and Recreation Department

GreenPlay

Dylan Packebush, CPRP, MBA, Project Manager
Pat O'Toole, Principal-in-Charge
Chris Dropinski, CPRE, Contracting Principal-in-Charge
Tom Diehl, CPRP, CPO, Project Consultant
Dan Seder, CPRP, MBA, AFO, Project Consultant

Primary Responsibilities:
Agency & Contextual Project Management and Oversight
Visioning and Development of Recommendations
Community Outreach and Public Input Facilitation
Successful Development of Final Report

Design Concepts

Dave Peterson
Director of Specialized Planning
Carter Marshall, GIS Specialist

Primary Responsibilities:
GRASP® Inventory and Level of Service (LOS) Analysis, GIS Mapping

GreenbergFarrow

Lori M. Vierow, PLA, LEED AP BD+C, ASLA
Senior Landscape Architect
Sarah C. Dreier, ASLA, LEED GA
Landscape Designer

Primary Responsibilities:
Landscape Architecture, Conceptual Costing
Site Analysis, O'Neil Park Plan

Water Technology

Matthew W. Freeby, AIA LEED AP, NCARB
Senior Project Manager
Scott Lemonds, AIA, MRPS, Architect

Primary Responsibilities:
Pool Design Specialists

BLDD

Barbara Meek, AIA, LEED AP, NCARB, EDAC
Principal
John Maynerich, AIA, LEED AP, Associate
Benjamin Zobrist, EIT

Primary Responsibilities:
Architectural Analysis of Building Components, Conceptual Costing, Site Analysis

Public Research Group

Tod Stanton, Principal

Primary Responsibilities:
Statistically-Valid Survey



Dylan Packebush, CPRP, MBA

Project Manager

Work Experience:

Born and raised in Anchorage, Alaska, Dylan brings a wide-range of experiences to GreenPlay. His career in recreation began in sports, building an expertise in logistics and operations through his work in collegiate athletics and the non-profit sector. He chose to earn his MBA at the prestigious Warsaw Sports Marketing Center at University of Oregon where he worked as a business and market strategy consultant. Since joining GreenPlay in 2014, he has been involved in a variety of projects ranging from master planning to feasibility studies for facilities.

PROJECT MANAGER'S STATEMENT: I transformed my life through my own access to recreation, and I look to provide those same opportunities to others. I hold a deep-rooted belief in improving communities through the access to parks, recreation, arts, education, and sports. My enthusiasm for these amenities helps me to evaluate each community's parks and recreation systems with its citizens in mind, and I use my enthusiasm to engage people in the planning process. My passion for life, new experiences, and people is reflected in my commitment to GreenPlay and its clients.

Education and Certifications

- Certified Parks and Recreation Professional - National Recreation and Parks Association
- Master of Business Administration, Sports Marketing, Lundquist College, University of Oregon, 2013
- Bachelor of Science, Recreation, Harrah College, University of Nevada, Las Vegas, 2009

Committee Service

- Denver Urban Scholars, Marketing and Volunteer Outreach Committee, 2014 to Present
- University of Oregon Movember campaign, Co-Lead, Fall 2012
- Women in Sports Business Symposium Organizing Committee, Relations, Spring 2012
- Anchorage Opera, Opening Night Gala Committee, Fall 2009 and 2010

GreenPlay Project Experience

- Berthoud, CO – Parks and Recreation Master Plan Update
- Commerce City, CO – Building Program Plan
- Commerce City, CO – Facility Feasibility Study
- Erie, CO – Parks and Recreation Master Plan Update (2016)
- Golden, CO Parks and Recreation Master Plan
- Loveland, CO – Recreation Center Feasibility Study
- Littleton, CO – Parks and Recreation Master Plan
- Manitou Springs, CO – Parks, Open Space, and Trails Master Plan
- Tulsa, OK – Operations Consolidation Feasibility Study
- Virginia Beach, VA – Parks and Recreation Strategic Plan
- Widefield School District, CO – Parks and Recreation Master Plan
- Windsor, CO – Parks, Recreation, and Culture Master Plan

Other Project Experience

- Warsaw Sports Marketing Center, Eugene, OR, 2011 to 2013
- Social Media Analytics Project – Valuation and Implementation Strategy
- Willamette Pass Resort – New Customer Strategy and Marketing Plan
- Eugene, Cascades and Coast Sports – Facility Assessment
- O Heroes – Application/Formation of 501(c)3 and Growth Strategy
- Inov-8 – Market Research, Data Analysis, and Market Strategy
- Krossover – Grassroots Feasibility Study and Research
- Ninkasi Brewing – Marketing and Management Growth Strategy

Other Experiences

Colorado Parks and Recreation Association Conference, Speaker, 2015
NCAA Basketball Championships, Operations, Denver, CO, 2011 and 2012
Special Olympics Alaska, Assistant Manager Anchorage, AK, 2009 to 2011
Pioneer Las Vegas Bowl, Marketing and Operations, 2008
University of Nevada, Las Vegas Athletics, Operations, 2005 to 2009
Mountain West Championships, Operations, Las Vegas, NV, 2005 to 2009



Pat O'Toole

Principal-in-Charge

Education

- Bachelor of Science in Recreation Administration, Kansas State University, 1978
- NRPA Pacific Revenue Sources Management School, 1986-1989
- NRPA Revenue Sources Management School, Board of Regents, 1993-1995

Professional Affiliations

- Member of National Recreation and Park Association, 1979-Present
- Certified Leisure Professional, 1979-1994
- Named to Outstanding Young Men of America, 1985
- National Register's Who's Who in Executives and Professionals, 2006, 2007
- Member of Indiana Park and Recreation Association, 1992-2002
- Member of Ohio Park and Recreation Association, 1989-1992
- Board of Trustees, Ohio Park and Recreation Association, 1991, 1992
- Member of Missouri Park and Recreation Association, 1985, 1986, 2000-2002
- Member of Kansas Recreation and Park Association, 1977-1984, 2001, 2002

Work Experience:

Pat brings more than 30 years of management planning for parks and recreation agencies, and has led projects for GreenPlay since 2003. Prior to joining GreenPlay, Pat was President of OATS LLC, a private park and recreation consulting firm, and worked for many years as a Principal for Leon Younger and PROS. Pat also has previous management experience as both a director and an assistant director for several progressive agencies in four different states. He brings to GreenPlay extensive expertise in planning, operations, budgeting, pro formas, cost recovery and activity-based costing, funding sources, customer service, partnerships, efficiencies, public process, and all other facets of park and recreation agency management. He is skilled at leading forward-focused projects and teams, specifically related to creating vision and implementation.

Management Consulting in Parks, Recreation, and Sports since 1995

- Principal, GreenPlay LLC, 2003 - Present
- President, OATS, LLC, 2002 - 2008
- Principal, Leon Younger & PROS, 1995 - 2002

Public Parks and Recreation Administration from 1979-1995

- Indy Parks and Recreation, Indianapolis, IN Assistant Director 1992-1995
- Lake Metroparks, Cleveland, OH Assistant Director 1988-1992
- Jackson County Parks & Recreation, Kansas City, MO Asst. Director 1984-1988
- Kingman Recreation Commission, Kingman, KS Director 1979-1984

Representative Project Experience

Pat has worked on over 200 projects in 44 states since 1995. The following is a sample listing of projects.

Project Manager

- Asheville, NC – Recreation Program Assessment and Operational Audit
- Bella Vista Village, AR – Comprehensive Amenities Needs Assessment and Action Plan
- Farmington, NM – Parks and Recreation Master Plan
- Laguna Hills, CA – Recreational Facilities Needs Assessment
- Oregon City, OR – Parks and Recreation Master Plan
- Pearland, TX – Parks and Recreation Master Plan
- Sioux Falls, SD – Parks and Recreation Master Plan
- Spearfish, SD – Sports Complex Feasibility Study
- Wimberley, TX – Blue Hole Regional Park Master Plan
- Woodburn, OR – Parks and Recreation Master Plan

Principal-in-Charge

- Colchester, VT – Parks and Recreation Needs Assessment
- Dunwoody, GA – Parks and Recreation Master Plan Update
- Mississippi State Parks – Operations Assessment
- Stafford County, VA – Parks, Recreation and Community Facilities Park Utilization Assessment



Chris Dropinski, CPRE

Senior Principal and Contracting Principal-in-Charge

Work Experience:

Chris is a Certified Parks and Recreation Executive who has 24 years of Parks and Recreation administration and management and over 30 years in the field to support her current consulting role. Her passion for teaching and moving the field forward has led to many successful master planning and feasibility projects across the country. She served as Director of the City of Boulder, Colorado, Parks and Recreation Department for over a decade, providing leadership for the development and provision of parks, open space, trails and recreation services. Chris has a unique and respected approach toward addressing such challenging areas as policy development, organizational development, strategic management, revenue philosophy in the public setting, building relationships with alternative providers, partnership building, cost benefit analysis, developing board/staff relationships, and establishing an effective public engagement process. Chris is a well known speaker at the local, state, and national level on many of these topics.

Management Consulting in Parks, Recreation, and Sports since 1995

- GreenPlay LLC, Co-Owner and Senior Principal: 2001 - present
- City of Boulder Parks and Recreation, Colorado, Director: 1990-2001
- Foothills Park and Recreation District, Colorado, Assistant Director: 1981-1990
- South Suburban Recreation and Park District, Colorado, Supervisor: 1977-1981

Representative Project Experience

Chris has led more than 180 projects for GreenPlay. Below is a representative sample:

Principal-in-Charge

- Baltimore Recreation and Park, MD – Services Assessment and Recreation Centers & Aquatics Study
- Forest Preserve District of Cook County, IL – Recreation Master Plan
- Fraser Valley, CO – Parks, Recreation and Golf Master Plan Update
- Glenwood Springs, CO – Park, Recreation, Open Space and Trails Master Plan Update
- Irvine County, CA – Community Services Department Cost Recovery Analysis
- Lakewood, CO – Parks, Recreation and Cultural Arts Master Plan
- Riverside County, CA – Regional Parks and Open Space District Master Plan
- Virginia Beach Parks and Recreation, VA – Strategic Plan Update, Cost Recovery and Services Assessment
- Wimberley, TX – Blue Hole Regional Park Master Plan and Operations Plan

Project Manager

- Colorado State Parks, CO – Colorado Front Range Trail Implementation Plan
- Denver Parks and Recreation, CO – Resource Allocation Priorities Study; Recreation Center Assessment
- El Paso County, CO – Parks, Open Space, Trails, Recreation and Cultural Services Master Plan
- Kent Parks, Recreation and Community Services Department, WA – Resource Allocation and Cost Recovery Policy Development
- Manitou Springs, CO – Incline Project (Fitness Tourism)
- Vancouver-Clark Parks and Recreation, Vancouver, WA – Organizational Assessment

Education

- Bachelor of Science in Recreation Administration/ Education, Graduated Cum Laude, May 1977 State University of New York at Cortland, Cortland, New York
- Kappa Delta Pi - National Honor Society in Education
- Essence of Leadership Program, Contegrity Program Designs, Inc., 1997
- Essential Development Programs, Conversant Solutions, LLC, 1994-99
- Graduate of Executive Development School, University of Georgia; NRPA Park Planning and Maintenance School; CPRA Recreation Facilities Design and Management School; NRPA Western Revenue Sources Management School, 1983-1988

Professional Affiliations

- Article – Writing Award, Illinois P&R Magazine, 2008
- Top 100 Women-owned Businesses, Colorado Biz, 2003, 2005, 2006, 2007, 2008, 2012, 2013
- NRPA Midwest Regional Council Fellow Award 1994
- CPRA Fellow Award 1992
- Professional Member of NRPA, Chair National Fitness and Well Coalition, 1991
- Professional Member Colorado Parks and Recreation Association, President 1989-90
- Certified Parks and Recreation Executive
- Board and Past Chair, NRPA Rocky Mtn Revenue & Mgmt School 2004-2010
- Fellow of the American Academy for Park and Recreation Administrators
- Member PLAY Boulder Parks and Recreation Foundation - 2009 - present
- GP RED – President (2009-2010), Board 2011, Advisory Board 2012-Present



Dan Seder, CPRP, MBA

Project Consultant

Work Experience

Dan is a Parks and Recreation Professional with 25 years in the industry. Dan has extensive experience in facility operations and management, aquatics, community programming, special events, and recreation programming.
Throughout his career, Dan has had an emphasis on recreation facility and aquatic management. He has overseen and operated the grand opening of a multi-million dollar aquatic facility which won the URPA facility of the year award, organized and developed a new Parks and Recreation department from the ground up, coordinate the opening of a senior/community center and created multiple youth and adult recreation and aquatic programs in the community. Dan has participated on various community boards and local government agencies, been an active member Utah and Nebraska's state parks and recreation associations, and been a part of a community recreation facilities master plan collaboration group.

- Project Consultant – GreenPlay LLC
- Parks and Recreation Director – City of Fremont, Nebraska
- Interim Aquatics Manager – Kroc Community Center/Salvation Army, Omaha, Nebraska
- Parks and Recreation Director – Lindon City, Utah
- Operations Manager, CCMC Daybreak Community Association – South Jordan, Utah

Education

- Masters of Business Administration – University of Phoenix, 2006
- Bachelor of Science – Health Education - Utah State University, 1995

Affiliations and Expertise

- Member of NRPA, URPA, CURPA
- American Red Cross Certifications: LGI, LGT, First Aid/CPR
- Ellis and Associates ILTP Instructor
- AFO Certification
- •Member of various community boards including Park Board, Cemetery Board, Keep Fremont Beautiful, and Arboretum Committee

GreenPlay Project Experience

- Caswell County, NC – Parks and Recreation Master Plan
- Clinton, IA – Parks Master Plan
- Clovis, CA – Parks and Recreation Master Plan
- Fraser Valley, CO – Parks, Recreation and Golf Master Plan Update
- Willsonville, OR – Parks and Recreation Master Plan

Other Representative Project Experience

- Responsible for the overall operation of the Parks and Recreation Department, including parks, facilities, swimming pools, recreation, cemetery, baseball/softball/soccer complex, three indoor/outdoor arenas
- Part of a community wide recreational facilities collaboration group, planning and developing future facilities for the city and partners in the community (private university, school district, YMCA, Chamber of Commerce)
- Worked directly with private sector to enhance city via beautification projects and park sponsorships
- Responsible for the overall operation of the Aquatics Department of the Kroc Community Center, a 125,000 square foot facility, including programming, operations, staffing, customer service, and community awareness
- Enhanced and improved current programming and created new programs to increase revenue and services of the facility and department
- Applied a cost analysis for budgeting programs to maintain an awareness of expenses and project revenue for current and new programs
- Developed policies and procedures for the department, identified expectations for staff within the department
- Created and supervised leadership positions within the department
- Organized and managed the grand opening of an $11 million aquatic facility, including budget forecast, construction, employee recruitment/staffing/training, operational procedures, program development, marketing and public relations



Tom Diehl, CPRP, CPO

Project Consultant

Work Experience

Tom is a Recreation and Athletics Management Professional with over 30 years of experience at both public and private institutions. While Tom has concentrated on program and facility enhancement, his general expertise includes strategic and master planning, feasibility studies, capital and operational planning, budgeting, resource management, procurement/contract administration, equipment specifications, construction management and historical renovations. Much of his work has been focused on collegiate-level projects. He has extensive experience with recreation and athletics programming, community relations, and special events management. He has successfully overseen capital projects valued up to $60 million.

Education

Master of Science, Syracuse University, August 1990

Bachelor of Science, Syracuse University, December 1982

Select Professional Affiliations and Development

- Long time NIRSA and NRPA member
- The Grace E. Harris Leadership Institute – VCU Leadership Development - October 2013
- NIRSA School of Recreational Sports Management - June 1997
- CPR/First Aid/AED certified, Certified Pool Operator, Certified Emergency Shelter Operator
- Active Shooter Training

Representative Positions

- Project Consultant/Manager for GreenPlay with a focus on site operational planning and management, along with integration of stakeholder needs into overall systems success.
- Director and Associate Director of Recreational Sports at Virginia Commonwealth University.
- Assistant Athletic Director for Facilities at Marist College
- Intramural Director, Facility Director, HPE Instructor and Lacrosse Coach at Le Moyne College.
- Played Division I Lacrosse at Syracuse University.
- 13 years of experience coaching at the university level, high school coaching experience and experience coaching almost all sports at various youth levels.

Representative Facility Project Management Experience

Similar GreenPlay Projects

- Aspen, CO – Recreation Center Fitness Center Expansion Feasibility Study
- Colchester, VT – Health and Wellness Ctr. Needs Assessment and Master Plan
- Santee, CA – Parks and Recreation Master Plan Update
- Superior, CO – Pool Feasibility Study
- Waukesha, WI – Recreation Center Feasibility Study

University Recreation Projects

- $56 million Cary Street Gym and Jonah L. Larrick Student Center Construction/ Renovation Project
- Cary Street Gym Historic Restoration Project after 3 alarm fire
- Renovation of Boat Houses and Docks Marist College
- Construction of Division I Baseball Stadium Marist College
- Construction of Natural Grass Athletic and Intramural Fields Marist College
- Construction of Design Build Recreation Center Le Moyne College

Areas of Expertise

- Master/Strategic Planning & Needs Assessments
- Feasibility Studies & Operational Programming
- Pricing Philosophy
- Organizational Structuring
- Special Projects Promotions and Marketing
- Alternative Funding & Partnerships
- Business Planning
- Policy Development
- Research Studies
- Marketing & Public Relations Strategies
- Information Technology Plans
- Retreat Facilitation & Seminar Planning
- Accessibility Assessments
- Transition Plans
- Cost-Benefit Analysis
- Risk Management Evaluation

SUB-CONSULTANTS

GreenbergFarrow

Founded in 1974, GreenbergFarrow is a fully integrated landscape architecture, engineering, architecture, planning, and development services firm offering a comprehensive range of services to the development, recreation, residential, and retail communities. Strategically located in thirteen offices nationwide (Atlanta, Bentonville, Boston, Chicago, Columbus, Dallas, Fresno, Los Angeles, Memphis, New Jersey, New York, Philadelphia, and Wisconsin), as well as China and Mexico, GreenbergFarrow employs over 340 professionals.

GreenbergFarrow's landscape architects consider all aspects of site development so that, from inception, your project is based on a smart, savvy and sensible foundation. Our collaborative team of landscape architects, planners, engineers and architects brings the creativity, technical expertise, and resources required to develop innovative solutions. We bring all of the technical expertise and resources required to properly develop solutions that are tailored to each of our client's project objectives and responsive to the environment in which they are located. With experience in a broad range of private and public sector project types, scales and locations, GreenbergFarrow creates distinctive places that connect communities and engage people with the outdoors.

BLDD ARCHITECTS

At BLDD, we specialize in taking your vision and making it reality through a collaborative, innovative, and effective design process. This process helps to lay the cornerstone of buildings and spaces that beautifully meet your objectives, exceed your expectations, and stand the test of time. To help you achieve these results, our talented specialists stay ahead of the curve, bringing world-class solutions to every project.

Empowering, Transformative Design
When you partner with us, you'll discover an empowering process that leads to transformative architecture and leaves you free to build dreams within your mission. We believe that a well-designed life is a life well lived. And here's where it all begins.

DESIGN CONCEPTS

Founded in 1981, Design Concepts is in its third decade providing thoughtful, innovative and dynamic planning and design for public spaces. Design Concepts is nationally recognized as a leader in planning, creating and re-imagining spaces that embrace community gathering, recreation and play, connections to nature, focus on the environment, healthy learning landscapes, and outdoor community places. Since 2001, our nationwide master planning experience with GreenPlay LLC spans 90 communities.

Our GRASP® (Geo-Referenced Amenities Standards Process) methodology is a unique tool that bases our plans on an inventory and Level of Service measurement that brings both the quantity and the quality of the component parts of the system into the equation. At the same time, we have developed methods for effective public involvement in our projects. This ensures that our plans are based on solid analysis and reflect the needs and desires of the public that they serve.

Design Concepts and staff members on this specific project have worked with GreenPlay on over 90 community parks and recreation master plans, and they are leaders in methods for efficient and innovative inventory, level of service analysis, and landscape architecture around the country.

SUB-CONSULTANTS

Public Research Group was formed to bring innovative research methods to the planning market. The partners of the firm have been working collectively to offer these services for the past five years. We have committed our time and talents into Public Research Group to perform the research associated with the many different types of projects, including several previous Illinois projects with GreenPlay.

We firmly believe that the best plans are generated by listening first and then taking action. We employ the following techniques on many of our assignments to provide a high degree of comfort in the decision-making process.

The Public Research Group Difference

Our approach to gathering public feedback through survey development and follow up polling is cutting edge. We typically perform a common Mail Survey, Telephone Survey and E-mail Survey to gather independent data sets through a random sample, and then blend the data together through a technique developed by us named Data Layering. This technique will generate a clear picture of the survey outcomes by removing the inherit biases associated with each survey type. This allows for a higher degree of confidence than relying on one survey type. The application of GIS to assist in the sample development allows for an extremely accurate mapping ability to track sample returns and boost response rates. The recent development of our unique e-mail address sample library allows for the use of current technology to target new demographics not easily sampled in the past. This allows for a higher degree of confidence than relying on one survey type. The benefit by using our technique is the findings paint a clearer picture of the issues yielding better decision making.

WATER TECHNOLOGY, INC

Water Technology, Inc. is an aquatic design firm founded on the belief that aquatic recreation completes communities and makes them a better place to live. Our creative energy and passion embrace that philosophy with the creation of forward-looking designs that support dynamic community programs.

Our solution driven planning and design philosophy emphasizes that the most successful and effective plans result from active community participation. We believe that it is important to work as a team throughout the process to address important issues, identify assets to be enhanced and challenges to overcome. Our planners engage citizens and key interest groups using various unique and highly interactive techniques.

We foster a challenging and rewarding workspace. We understand that the encouragement and development of each member of our staff will advance the practice of design. Our greatest assets are the people who make up the firm of Water Technology, Inc. and the communities that we serve. We specialize in fun.



Lori M. Vierow, PLA, LEED AP BD+C, ASLA

SENIOR LANDSCAPE ARCHITECT

EDUCATION
BACHELORS OF LANDSCAPE ARCHITECTURE - IOWA STATE UNIVERSITY, 1992

REGISTRATIONS
PROFESSIONAL LANDSCAPE ARCHITECT:
STATE OF ILLINOIS #157-001163

LEED AP BD+C #10318178

AFFILIATIONS
AMERICAN SOCIETY OF LANDSCAPE ARCHITECTS (ASLA)

UNITED STATES GREEN BUILDING COUNCIL (USGBC)

MORTON ARBORETUM

AWARDS
ILASLA MERIT AWARD
LONGFELLOW PARK, 2011

Experience

With twenty-five years of experience, Lori fulfills the role of Senior Landscape Architect for GreenbergFarrow's landscape architecture division. Lori's experience includes the development of master plans and construction documents for projects ranging from public parks, athletic field development and urban streetscapes, to residential, commercial, and sustainable developments. She also has extensive experience coordinating project teams from the initial site analysis through project completion, as well as, working with clients and communities to develop open space master plans and park master plans that are unique and tailored to fit each community.

Relevant Comprehensive Planning Experience*

Prepared open space and comprehensive master plans for park districts and municipalities including public facilitation, demographics, mapping, survey preparation, level of service analysis and report writing

Community Action Park Plan | Wood Dale Park District
Comprehensive Master Plan | Morton Grove Park District
Open Space Master Plan Update| South Elgin Park District
Comprehensive Master Plan | Park Ridge Park District
Comprehensive Master Plan | Country Club Hills Parks & Recreation Dept.
Open Space Master Plan | New Lenox Community Park District
Open Space Master Plan | Salt Creek Rural Park District

Park & Athletic Facility Design Experience*

Designed and managed interdisciplinary design teams on projects from less than an acre to 80 AC. Conceptual design, construction documents, bidding assistance, construction observation, project management

Eagle View Park | Bloomington Parks, Recreation and Community Arts Department
Gaelic Park | Bloomington Parks & Recreation Department
Harter Community Park | Sugar Grove Park District
South Park | Salt Creek Rural Park District
Longfellow Park | Park District of Oak Park
Barrie Park | Park District of Oak Park
Fox Park | Park District of Oak Park
Wenonah Tot Lot | Park District of Oak Park
Firefighters Park | New Lenox Community Park District
Walker County Estates Park | New Lenox Community Park District
Hibernia Park | New Lenox Community Park District
Floral Park | Northbrook Park District
Veteran's Memorial Park | Elk Grove Village
Bolingbrook High School | Village of Bolingbrook
Algonquin Lakes Park| Village of Algonquin
McNair Park Master Plan| Blackberry Township

Grant Experience*

Prepared and administered a variety of successful OSLAD and Museum grants for public agencies including:

Walker Country Estates Park | New Lenox Community Park District
Crystal Springs Park | New Lenox Community Park District
Harter Community Park | Sugar Grove Park District
Hibernia Park | New Lenox Community Park District
Birch Park | Park District of Franklin Park
Fischer Farm | Bensenville Park District

* Work completed while with a previous firm



Sarah C. Dreier, ASLA, LEED GA

LANDSCAPE DESIGNER

EDUCATION
BACHELORS OF LANDSCAPE ARCHITECTURE - IOWA STATE UNIVERSITY, 2006

CONTINUING EDUCATION
15 CREDIT HOURS FOR LEED

AFFILIATIONS
AMERICAN SOCIETY OF LANDSCAPE ARCHITECTS (ASLA)

ILLINOIS ASLA CELEBRATION CHAIR

Experience

With over ten years of experience, Sarah fulfills the role of Landscape Designer for GreenbergFarrow's landscape architecture division, contributing her ability a variety of projects throughout the office. Sarah is a proven thinker, collaborator, and leader who works well with others. Sarah's experience with both public- and private-sector clients has yielded skills that facilitate an enriched project process. Sarah provides critical thought and design leadership to a range of planning and design projects at GreenbergFarrow.

Relevant Comprehensive Planning & Public Facilitation Experience*

2008-2012 Comprehensive Parks & Recreation Master Plan | Midlothian Park District
2009-2014 Parks, Outdoor Recreation & Open Space Plan | Rock County, WI
2010-2014 Comprehensive Parks & Recreation Master Plan | Burbank Park District
2010-2014 Comprehensive Parks & Recreation Master Plan | Hodgkins Park District
2010-2014 Comprehensive Parks & Recreation Master Plan | Crystal Lake Park District
2011-2015 Comprehensive Parks & Recreation Master Plan | Park District of La Grange
2008-2012 Comprehensive Master Plan | Flagg Rochelle Township
2010-2015 Comprehensive Master Plan | Genoa Township Park District
2008-2012 Comprehensive Master Plan | City of Aurora Park & Recreation Department

Community Needs Assessment Survey

Arlington Heights Park District | Arlington Heights Park District

Park & Athletic Facility Design Experience*

Conceptual design, construction documents, bidding assistance, construction observation, project management.
McCarty Park | City of Aurora Parks & Recreation Department
Roesner Park | Midlothian Park District
Memorial Park | Midlothian Park District
Kiwanis East Park | Sycamore Park District
Lenzi Park | Hodgkins Park District
Lewis Park | Tinley Park Park District
Larson Park |Sycamore Park District
Gordon Park | Park District of LaGrange
Jelke Creek Bird Sanctuary |Dundee Township
Phillips Park OSLAD Grant | City of Aurora Parks & Recreation
Mather Park | Elk Grove Park District

Grant Writing*

OSLAD Grants:
Phillips Park | City of Aurora Parks & Recreation Department
Harr Park | Burbank Park District
Larson Park | Sycamore Park District
Chamberlain Park | Genoa Township Park District
Memorial Park | Midlothian Park District
Hodgkins Park | Hodgkins Park District

PARC Grants:

Burbank Recreation Center | Burbank Park District
Hodgkins Recreation Center | Hodgkins Park District

* Work completed while with a previous firm



BARBARA MEEK AIA, LEED AP, NCARB, EDAC
PRINCIPAL

As the Principal in Charge,
Barb will be responsible for overseeing every aspect of the project including leading the project team to determine options and plans. Barb brings a wealth of knowledge of all scales and types to the BLDD team. Her passion for innovative spaces that uniquely address her clients' needs come through clearly in everything she does.

Selected Projects:
- Master Plan, Four Seasons Health Club, Bloomington, IL
- Watterson Commons Renovation, Illinois State University, Normal, IL
- Schroeder Hall Renovation, Illinois State University, Normal, IL
- Second Presbyterian Church, Bloomington, IL
- Hovey Hall Office Remodel, Illinois State University, Normal, IL
- Turner Hall & Stevenson Hall Upgrades, Illinois State University, Normal, IL
- The Baby Fold Master Plan and Remodel, Bloomington, IL

Education:
University of Illinois
Master of Architecture
University of Iowa
Bachelor of Science, Mathematics

Professional Registration:
Licensed Architect
LEED Accredited Professional
NCARB Certified
Evidence-based Design
Accreditation & Certification



JOHN MAYNERICH AIA, LEED AP
ASSOCIATE

As the Project Manager,
John brings logic and order to every project, creating a framework where difficult issues can be vetted, allowing the effort to succeed. He enjoys the multi-faceted project experiences that working at BLDD offers. From day one he will understand your needs and goals so BLDD can effectively deliver a project on time and on schedule.

Selected Projects:
- Master Plan, Four Seasons Health Club, Bloomington, IL
- Office Renovation, Country Financial, Bloomington, IL
- Town of Normal Fire Department Headquarters, Normal, IL
- Student Fitness and Rec Center, Heartland Community College, Normal, IL
- Workforce Development Center, Heartland Community College, Normal, IL
- Master Plan Phase 2, Heartland Community College, Normal, IL
- North Campus Student Center, Illinois Central College, East Peoria, IL

Education:
University of Illinois
Master of Architecture,
Master of Civil Engineering,
Bachelor of Science,
Architectural Studies

Professional Registration:
Licensed Architect
LEED Accredited Professional



BENJAMIN ZOBRIST EIT

As structural engineer,
Ben believes strongly in the value of architecture's human side and strives to bring this sensibility to every project He is passionate about taking time to share his knowledge and mentor his fellow peers and aspiring engineers.

Selected Projects:
- Office Renovation, Country Financial, Bloomington, IL
- Health Sciences Center, Rock Valley College, Rockford, IL
- New High School, Geneseo CUSD #228, Geneseo, IL
- New Retirement Community Development, The Moline Project, Moline, IL
- Lincoln United Methodist Church Addition & Remodeling, Lincoln, IL

Professional Registration:
Engineer Intern (EIT)



dave peterson

Dave's leadership in the science of parks and recreation planning embraces innovative techniques for incorporating demographics data into GIS analyses and determining needs beyond traditional broad-brush allocation strategies.

Associate / Director of Specialized Planning

Registered Landscape Architect in Colorado (#977), 2012; and Virginia (#0406001848), 2014

Master of Science in Exercise and Sports Sciences, University of Arizona

Bachelor of Science, Landscape Architecture, Colorado State University

Bachelor of Science, Education, University of Nebraska

& GRASP® Parks & Recreation Master Planning GIS Mapping/Analysis

Recreation Master Plan
Forest Preserve of Cook County, Illinois

Comprehensive Park & Recreation Master Plan
Plainfield Park District, Illinois

Healthy Communities Surveillance and Management Toolkit
Arlington Heights Park District, Illinois

Healthy Communities Toolkit and Parks & Recreation Master Plan
South Bend, Illinois

Parks & Recreation Master Plan
Springfield Park District, Illinois

Athletic Field Allocation Study
Arlington County, Virginia

Parks Utilization Plan (Ph. I, Athletic Fields & Ph. II, Park Utilization Assessment)
Stafford County, Virginia

Comprehensive Parks, Recreation & Cultural Services Master Plan
Farmington, New Mexico

Parks, Recreation & Open Space Master Plan
Littleton, Colorado

Parks & Recreation Master Plan Update
Wheat Ridge, Colorado

Healthy Communities Surveillance and Management Project
Liberty, Missouri - Healthy Communities Beta Site

Parks & Recreation Master Plan
Sterling, Colorado

Land Preservation and Recreation Plan
Maryland Department of Natural Resources

Parks & Recreation Master Plan
Green Valley Ranch, Colorado

Parks & Recreation Master Plan & Mapping Update
Tualatin Hills Park & Recreation District, Beaverton, Oregon

Parks, Trails & Open Space Master Plan Update
El Paso County, Colorado

Parks & Recreation Master Plan
Desert Recreation District, Indio, California

Parks & Recreation Master Plan
North Clackamas, Oregon

Parks, Recreation, Open Space & Trails Master Plan
Charleston County, South Carolina

DESIGN CONCEPTS
Community + Landscape Architects



carter marshall

Carter brings to his work a passion for nature, a fascination with humanity, an awe of language and strong artistic sensibilities to inform his process in creating a better built environment.

Designer/Planner/ GIS Specialist

Master of Landscape Architecture
Master of Urban Design
University of Colorado Denver

Bachelor of Arts, Anthropology,
University of Colorado Boulder

& GRASP® Parks & Recreation Master Planning GIS Mapping/Analysis

Comprehensive Park & Recreation Master Plan
Plainfield Park District, Illinois

Healthy Communities Surveillance and Management Toolkit
Arlington Heights Park District, Illinois

Healthy Communities Toolkit and Parks & Recreation Master Plan
South Bend, Illinois

Parks & Recreation Master Plan
Springfield Park District, Illinois

Plug Into Nature Project
Pueblo, Colorado

Healthy Communities Surveillance and Management Project
Arlington Heights Park District, Illinois

Four Square Mile Recreational Needs Assessment
Arapahoe County, Colorado

Fields Assessment
Stafford County, Virginia

Comprehensive Parks, Recreation & Cultural Services Master Plan
Farmington, New Mexico

Land Preservation and Recreation Plan
State of Maryland

Parks, Trails & Open Space Master Plan Update
El Paso County, Colorado

& Parks Recreation

Strasburg Strategic Plan
Strasburg Parks and Recreation District, Strasburg, Colorado

Promenade Plaza Development
Northglenn, Colorado

Gateway Park Area Master Plan
Nederland, Colorado

Wheelock Park Master Plan
Keene, New Hampshire

Arapahoe County Fairgrounds Regional Park
Aurora, Colorado

Wulf Park Redevelopment
Evergreen, Colorado

DESIGN CONCEPTS
Community + Landscape Architects

TOD J. STANTON
Senior Partner & Project Manager

PUBLIC RESEARCH GROUP

Experience Profile
Tod Stanton is a founding partner of Public Research Group and is recognized throughout the Midwest for his work introducing innovative research methods in the government market. He has over twenty years of consulting experience and has been responsible for designing and creating public input processes that get results. His skills as a researcher and facilitator are applied to the public input process to achieve a higher degree of confidence in social science research methods. He is often a speaker on the topics of comprehensive master planning and survey methods.

Professional Experience
Founder & Senior Partner, Public Research Group, LLC
Founder & President, Design Perspectives, Inc.
Senior Landscape Architect, Naperville Park District
Associate, EDAW, Inc.

Education
Master of Science in Park & Recreation Administration, Aurora University
Bachelor of Landscape Architecture, University of Georgia

Publications
Introduction to Recreation and Leisure, Human Kinetics, 2012

Workshops Serving as Presenter:

- Strategic Financial Management - Practicing Convincing Arguments - session co-presenter at the California Park & Pacific Southwest Recreation & Park Training Conference, Ontario, CA, March 2014
- How Polling and Surveying Will Help Your Political Challanges - session presenter at the Missouri Park & Recreation Association, St. Louis, MO, March 2011.
- How to Know What Is Going On Out There - session co-presenter at the Illinois Association of Park Districts/Illinois Park and Recreation Association Conference, Chicago, Illinois, January 2011.
- Utilizing Technology to Maximize Public Feedback - session presenter at the Missouri Park & Recreation Association, Lake Ozark, MO, March 2010.
- Project Management Pitfalls for Small Capital Projects- session at the at the Missouri Park & Recreation Association, Lake Ozark, MO, March 2010.
- Utilizing Technology to Maximize Public Feedback- session co-presenter at the Illinois Association of Park Districts/Illinois Park and Recreation Association Conference, Chicago, Illinois, January 2009.
- Selecting the Right Planning Approach to Get the Job Done- session co-presenter at the Illinois Association of Park Districts/Illinois Park and Recreation Association Conference, Chicago, Illinois, January 2009.
- Blending Telephone and Mail Surveys to Maximize Public Feedback- session co-presenter at the Illinois Association of Park Districts/Illinois Park and Recreation Association Conference, Chicago, Illinois, January 2008.
- Measuring the Community Pulse of Park & Recreation Projects- session presenter at the APA Illinois Chapter State Conference, Peoria, Illinois, October 2007.

MATTHEW W. FREEBY, AIA, LEED AP, NCARB

Senior Project Manager



Matthew Freeby, AIA, LEED AP, NCARB, has served Water Technology, Inc. (WTI) as Senior Project Manager since 1997 and has extensive experience in the design and construction of numerous building types and structures, including municipal, institutional and commercial projects throughout the United States. Holding Masters Degrees in both Architecture and Construction Management and 25 years of experience, he is a tremendous resource at WTI. Matt is relied upon to define project scope, goals and deliverables that support WTI's business goals in collaboration with senior management. He helps to determine and assess need for additional staff and/or consultants and make the appropriate recruitments if necessary during project cycle. He is a mentor who helps to motivate and supervise project team members and contractors, and influence them to take positive action and accountability for their assigned work. He has been involved in over 200 aquatic projects ranging from $1 million to $100 million in aquatics budgets. His project experience ranges from conceptual planning to construction management. A registered Architect in 22 states and a NSPF Certified Pool/Spa Operator, Mr. Freeby is a LEED Accredited Professional with an advanced depth of knowledge in green building practices and sustainable aquatic design and operations. Matt's attention to detail and persistent pursuit of excellence provides the industry benchmark in aquatic design.

Education

Master's Degree, Architecture,
Washington University,
St. Louis, Missouri

Master's Degree, Construction Management, Washington University,
St. Louis, Missouri

Bachelor of Arts, Architecture,
Washington University,
St. Louis, Missouri

Registrations

Architect: AL, AR, CA, DE, FL, HI, IN, LA, MI, MN, MO, NE, NJ, NM, NV, NY, OK, RI, TN, UT, WA, WI

LEED AP

NSPF Certified Pool / Spa Operator (CPO)

Professional Affiliations

American Institute of Architects (AIA)

National Council of Architectural Registration Boards (NCARB)

Featured Recreation Projects

Alexander Sportplex Swimming Pool - Alexander City, AL
South Boulder Recreation Center Indoor Pool - Boulder, CO
Westport, CT YMCA - Westport, CT
Argo Community High School - Argo, IL
Ping Tom Park Recreation Center - Chicago, IL
Greater Decatur YMCA - Decatur, IL
Palos Hills IL Moraine Valley Community College Pool Design - Palos Hills, IL
Peoria Rec Plex - Peoria, IL
Ray & Joan Kroc Cops Community Center of Quincy - Quincy, IL
Springfield YMCA - Springfield, I
Niles North High School - Skokie, IL
Mattoon YMCA - Matoon, IN
Hutchinson Rec. Center - Hutchinson, KS
Highland View Pool - Overland Park, KS
Covington YMCA - Covington, KT
Sharon Hills Continuing Care Community - Sharon, MA
Charlevoix Area Community Pool - Charlevoix, MI
Boll Family YMCA - Detroit, MI
Harper Creek Community Schools - Battle Creek, MI
Alexandria Area YMCA - Alexandria, MN
Helena, MT Pool Study - Helena, MT
Langtree Aquatic Center - Mooresville, NC
West Morris YMCA - West Morris, NJ
Athens Community Pool - Athens, OH
Liberty Township Powell YMCA - Powell, OH
Mandel Jewish Community Center - Beachwood, OH
Sunriver Homeowners Association Aquatic Center - Sunriver, OR
Charles A. Melton Arts & Education Center Sustainability and Swimming Pool Study - West Chester, PA
Whirlin' Waters Adventure Waterpark - Charleston, SC
Greenville Aquatic Center - Greenville, SC
Clover Aquatic Center - York County, SC
Martin Luther King Community Center - Midland, TX
The Regent at City Creek - Salt Lake City, UT
View Ridge Swim Club - Seattle, WA
Baraboo HS Indoor Swimming Pool VGB Review Evaluation - Baraboo, WI
Creekview Aquatic Ctr. at the Evergreen Retirement Community - Oshkosh, WI

SCOTT LEMONDS, ASSOC. AIA, MRPS

Architect



When Scott LeMonds joined Water Technology, Inc. in 1999, he brought with him over twenty years of experience in design and construction. As Project Manager, Scott has directed many successful projects from initial programming and conceptual design phases through construction administration. During the project, Scott works closely with architects, engineers, and project owner to answer questions and review electrical, plumbing and mechanical drawings. By staying in close contact with each key player during the process, Scott is able to minimize change orders that might otherwise occur. His leadership, creative problem solving, total project coordination, and mechanical skills make him a great asset to every project.

Scott has significant experience working with Illinois municipalities, and he is familiar with the various codes and regulations. In addition, WTI has been asked for input regarding new codes and regulations. This experience allows for smoother permitting and results in projects being completed on time.

EDUCATION

Bachelor of Science,
Architecture and Urban Planning
University of Wisconsin - Milwaukee
Milwaukee, WI

Associate of Science
University of Wisconsin - Waukesha
Waukesha, WI

REGISTRATIONS

Master Plumber (RS) Since 1993, Wisconsin
NSPF Certified Pool-Spa Operator (CPO)

PROFESSIONAL AFFILIATIONS

American Institute of Architects, Associate Member (Assoc. AIA)
Themed Entertainment Association (TEA)

FEATURED PROJECTS

Iola High School - Iola, WI
Stoughton High School - Stoughton, WI
Lakeview RecPlex - Pleasant Prairie, WI
Epic Systems Water Feature - Verona, WI
Northwestern University Norris Aquatic Center - Evanston, IL
Niles North High School - Skokie, IL
Collins High School - Chicago, IL
Harbor Point - Chicago, IL
Des Plaines Park District Chippewa Pool - Des Plaines, IL
Rockford Magic Waters Master Blaster Re-Pipe - Rockford, IL
Apple Canyon Lake Property Pool & Bathhouse Improvements - Apple River, IL
City of LaSalle, IL - LaSalle, IL
Cook County Forest Preserve Green Lake Family Aquatic Center - River Forest, IL
Bensenville Waterpark - Bensenville, IL
University of Illinois at Urbana-Champaign CRCE Campus Recreation Center-East - Urbana, IL
Oswego High School - Oswego, IL
Mystic Waters Family Aquatic Center - Des Plaines, IL
The Garlands of Barrington - Barrington, IL
Kiwanis Park - Galesburg, IL
Harkins Aquatic Center - Rockford, IL
YWCA Metropolitan Chicago Harriet M. Harris Center - Chicago, IL
Campus Recreation Center East at University of Illinois, Urbana - Urbana, IL
Robert W. Vaughan Athletic Center - Aurora, IL
Sand Park Pool & Alpine Pool - Rockford, IL
Glenbrook South High School - Glenview, IL
Glen Ellyn Park District Pool Site - Glen Ellyn, IL
Crestwood Recreation & Wellness Center - Crestwood, IL
Lombard Pool - Lombard, IL
Governors State University - University Park, IL
Moran Water Park, Lombard Park - Lombard, IL
Effingham Events Center - Effingham, IL
Westmont Senior High School - Westmont, IL
Nicholas Riverfront Conservatory and Gardens - Rockford, IL
Centennial Pool - Park Ridge, IL
155 Harbor Drive Condominium - Chicago, IL
Peoria Rec Plex - Peoria, IL

III. REPRESENTATIVE PROJECT EXPERIENCE

FOREST PRESERVE DISTRICT OF COOK COUNTY, ILLINOIS RECREATION MASTER PLAN

Reference:

Kindy Kruller, Senior Planner
536 North Harlem Ave.
River Forest, IL 60305
972.462.5100 | kindy.kruller@cookcountyil.gov

Project: The Forest Preserve District of Cook County hired GreenPlay to develop a Recreation Master Plan to guide the development of expanded outdoor recreation opportunities. Serving a diverse, highly-urbanized county with over 5.2 million residents in the Chicago area, the District's mission since its inception in 1914, has been to acquire, maintain, and preserve lands for the pleasure, education, and recreation of the public. Project goals included attracting new visitors to the forest preserves and promoting the health benefits of outdoor recreation. Sensitivity was given to expanding mission-compatible recreation, such as trail-based recreation, paddling, sledding, camping, and nature play. Guiding principles and criteria for evaluating recreational opportunities were developed. *The project included a statistically valid survey conducted by Public Research Group. Other team members included Design Concepts, Design Perspectives, KM Bailey Consulting, and Caroline O'Boyle.*







REPRESENTATIVE PROJECT EXPERIENCE

BLUE SPRINGS, MISSOURI
PARKS, RECREATION, AND OPEN SPACE COMPREHENSIVE PLAN

Reference:

Dennis Dovel, Director of Parks and Recreation
903 Main St., Blue Springs, MO 64015
816.228.0265 | ddovel@bluespringsgov.com

Project: The focus of this plan is on the sustainable allocation of resources over the next ten years and addressing the future need for facilities, services, and staffing. The comprehensive plan approach works to provide recreation opportunities, facility upgrades, long-term protection of open space, and historic and cultural resources. The comprehensive plan incorporates the opinions of citizens through stakeholder interviews, public meetings, and a statistically-valid survey, to determine desired changes and new ideas for the long term vision for the City. The study, guided by a Master Plan Project Team, included an inventory of assets and opportunities, population and growth analysis, trends analysis, and level of service analysis. The result of this project is a community-supported plan that provides guidance to the Department of Parks and Recreation on its provision of parks, recreation, organized sports, and open space. *Team members included Design Concept, Landworks Studio, Shockey Consulting, and RRC Associates. (2016)*

Blue Springs, Missouri
Parks & Recreation







REPRESENTATIVE PROJECT EXPERIENCE

LISLE PARK DISTRICT
LISLE, ILLINOIS
PARK DISTRICT MASTER PLAN

Completed 2015

Reference:

Dan Garvy, Director
1925 Ohio St., Lisle, IL 60532
630.353.4310 | dgarvy@lisleparkdistrict.org

Project: This project created a Park District Master Plan that included goals, objectives, forecast needs, and implementation strategies to help guide decisions related to parks, recreation, and open space opportunities for the next ten years. The Plan outlined a process to guide the District's recreation programming, land acquisition and development, park renovations and improvements, facility enhancements, marketing, fee structures, and use of alternative revenue sources. *Team members included Design Concepts, Geowest, and Leisure Vision/ETC Institute.*





COST RECOVERY, RESOURCE ALLOCATION, AND REVENUE ENHANCEMENT STUDY

Project: This study enabled the Park District to reposition some of its programs and services with the primary goal being to realize greater cost recovery, thereby reducing its reliance on tax dollars. Introducing a business tool for ongoing use in the District, the project process and outcomes now will continue to guide the District in evaluating its pricing strategy to ensure it is running at its optimal level, and the system is sustainable in the long run. This transforming process required aligning with the mission, vision, and values of the District, and engaged 90 citizens in 225 hours of meaningful deliberation. It included a review and assessment of services, programs and facilities (services), categorization of services based upon the level of community versus individual benefit, identification of direct and indirect costs, and an evaluation of current pricing methods.





REPRESENTATIVE PROJECT EXPERIENCE

ST. LOUIS COUNTY, MISSOURI
COUNTY-WIDE PARKS MASTER PLAN

In conjunction with Planning Design Studio

Reference:

Scott Emmelkamp, Principal
Planning Design Studio
727 N. 1st St., #360, St. Louis, MO 63102
314.241.3600 | scottemmelkamp@planningdesignstudio.com

Project: The focus of this plan is on the equitable allocation of resources and facility upgrades over the next ten years and addressing the future need for facilities and services. The comprehensive plan approach works to provide recreation opportunities, facility upgrades, long-term protection of open space, and historic and cultural resources in each of the five planning areas within the county. The county-wide master plan incorporates the opinions of citizens through stakeholder interviews, public meetings, and a statistically-valid survey, to determine desired changes and new ideas for the long term vision for the County. The study, guided by a Master Plan Project Team, included an inventory of assets and opportunities, population and growth analysis, benchmarking analysis, and level of service analysis. The result of this project is a county-wide supported plan that provides guidance to St. Louis County Parks on its provision of parks, recreation, facilities, and open space. *Other team members include Jacobs, AAIC, Shockey Consulting, and ETC Institute.*









REPRESENTATIVE PROJECT EXPERIENCE

BLOOMINGTON, INDIANA PARKS, RECREATION, AND OPEN SPACE PLAN UPDATE

Reference:

Mick Renneisen, Director
420 E. Front Ave., PO Box 848
Bloomington, IN 47402
812.349.3711 | renneism@bloomington.in.gov

Project: GreenPlay developed a five-year comprehensive plan for the City of Bloomington to update its previous plan and to create objectives, recommendations, and policies for the City's parks, open space, and recreation programs and services. Our team performed a public input process, demographics and trends analysis, facility inventory and analysis, and also created a GIS digital database for the City. This update provided benchmarking data from similar communities, funding alternatives, recreation program inventory and analysis, cost recovery analysis, and organizational development recommendations. Suggestions were created for both active and passive land uses as well as recreation facilities. *Team members included Design Concepts and Geowest.*







REFERENCES:

Five (5) references are **required** with your proposal. The references shall be from three different sources where you have provided the minimum specifications as required in this proposal. Offeror may use the City of Bloomington as one reference if the Offeror has provided this equipment or service to the City since January 1, 2010

(1.) Company Name: Forest Preserve District of Cook County

Company address: 536 North Harlem Ave.

City: River Forest State: IL Zip: 60305

Company Contact Name or Department: Kindy Kruller

Company Contact Telephone: 972.462.5100 Fax:

Company Contact e-mail address: kindy.kruller@cookcountyil.gov

(2.) Company Name: Bloomington Parks and Recreation Department

Company address: 420 E. Front Ave., PO Box 848

City: Bloomington State: IN Zip: 47402

Company Contact Name or Department: Mick Renneisen, Director

Company Contact Telephone: 812.349.3711 Fax:

Company Contact e-mail address: renneism@bloomington.in.gov

(3.) Company Name: Arlington Heights Parks and Recreation District

Company address: 410 N. Arlington Heights Rd.

City: Arlington Heights State: IL Zip: 60004

Company Contact Name or Department: Brian Meyer, Director of Recreation and Facilities

Company Contact Telephone: 847.506.7130 Fax: 847-577-3050

Company Contact e-mail address: Bmeyer@ahpd.org

(4.) Company Name: City of Blue Springs

Company address: 903 W. Main St.

City: Blue Springs State: MO Zip: 64015

Company Contact Name or Department: Dennis Dovel, Director of Parks and Recreation

Company Contact Telephone: 816.228.0265 Fax:

Company Contact e-mail address: ddovel@bluespringsgov.com

(5.) Company Name: Lisle Park District

Company address: 1925 Ohio St.

City: Lisle State: IL Zip: 60532

Company Contact Name or Department: Dan Garvy, Director

Company Contact Telephone: 630.353.4310 Fax: 630.964.7448

Company Contact e-mail address: DGarvy@LisleParkDistrict.org







City of Bloomington: Eagle View Park

CLIENT
CITY OF BLOOMINGTON PARKS, RECREATION & CULTURAL ARTS DEPARTMENT

SERVICES
MASTER PLANNING, CONSTRUCTION DOCUMENTS, BIDDING, OSLAD REPORTING, CONTRACT ADMINISTRATION

DATE
COMPLETED 2015

Public participation played a large role in the design and construction of Eagle View Park in Bloomington, Illinois. Prior to joining GreenbergFarrow, Lori served as Project Manager for the development of concept plans for Eagle View Park which included public involvement and coordination with the Parks, Recreation & Cultural Arts Department. The park consists of approximately 14 acres surrounded by single-family residential lots. Active recreation components include athletic fields for baseball and soccer, basketball court, sand volleyball, walking paths, creative play area with a separate area for children 5-12 years of age and an independent area for children 2-5 years of age. This younger area includes a sand-dig area, as well as a teen area. Designed with baseball-themed elements, the park also includes native landscaping components and a parking lot. The park project was funded in part by an IDNR OSLAD grant.

GreenbergFarrow
21 S. Evergreen Suite 200
Arlington Heights, IL 60005
#847.788.0913



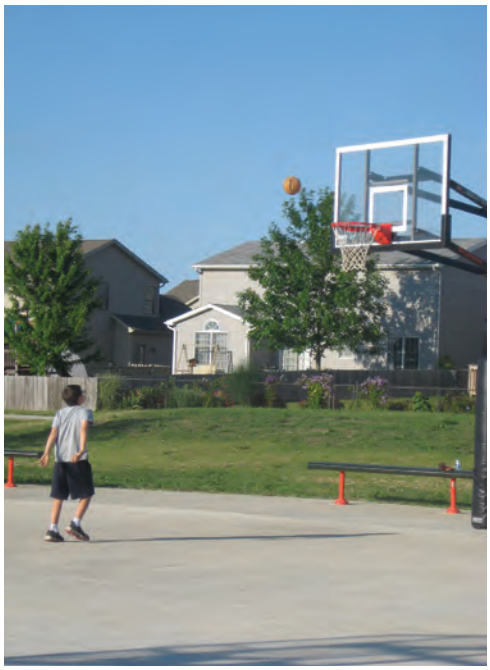
City of Bloomington: Gaelic Park

CLIENT
CITY OF BLOOMINGTON PARKS, RECREATION & CULTURAL ARTS DEPARTMENT

SERVICES
MASTER PLANNING, CONSTRUCTION DOCUMENTS, BIDDING, OSLAD REPORTING, CONTRACT ADMINISTRATION

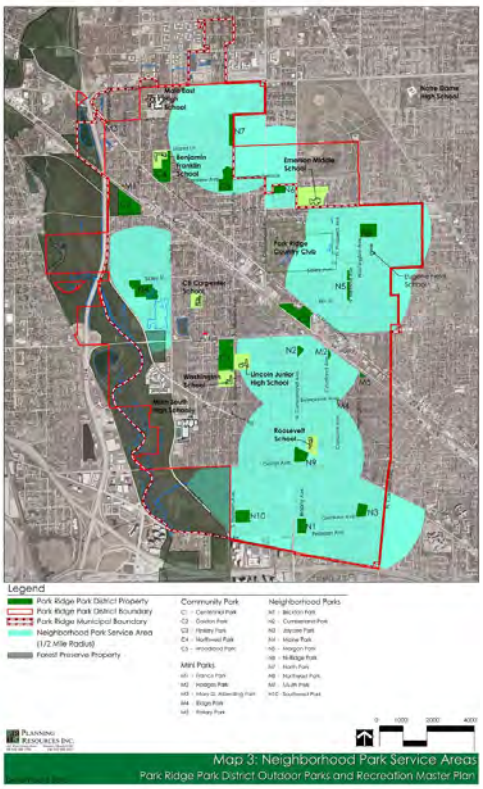
DATE
COMPLETED 2013

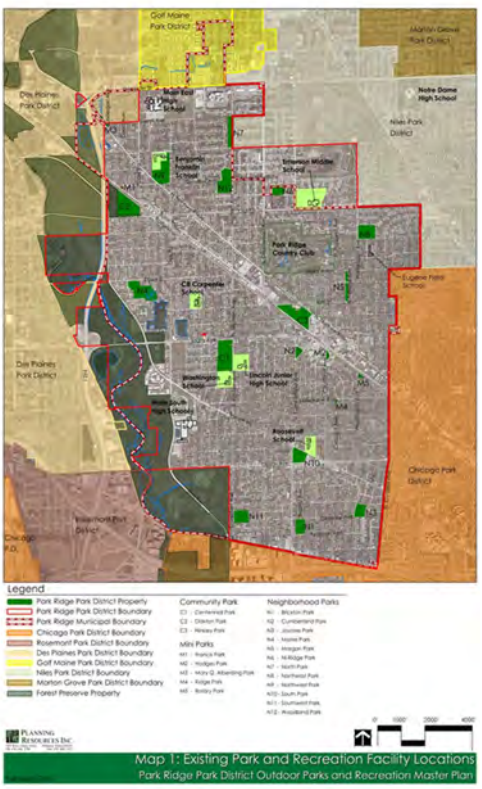




Gaelic Park consists of 10 acres surrounded by single-family residential lots. Active recreation components include a soccer field, baseball field, a large adventure play area for children 5-12 years of age and a separate area for children ages 2-5. The major park components were nestled into the site to allow for a green buffer from the homes. The park is designed with an Irish theme related to the street names within the subdivision and includes the colors of the flag of Ireland as well as Irish-style directional signage. A shoot-around basketball court is provided with and adjacent area with court games including, bocce ball and bean bag. Additional passive recreation features include a gazebo, accessible paths for walking and jogging, picnicking, and a fishing overlook. This project was funded in part by an IDNR OSLAD grant.

GreenbergFarrow
21 S. Evergreen Suite 200
Arlington Heights, IL 60005
#847.788.0913





Park Ridge Park District: Comprehensive Master Plan

CLIENT
PARK RIDGE PARK DISTRICT

SERVICES
PUBLIC FACILITATION
COMMUNITY SURVEY
REPORT DEVELOPMENT
SITE ASSESSMENTS

DATE
COMPLETED 2012



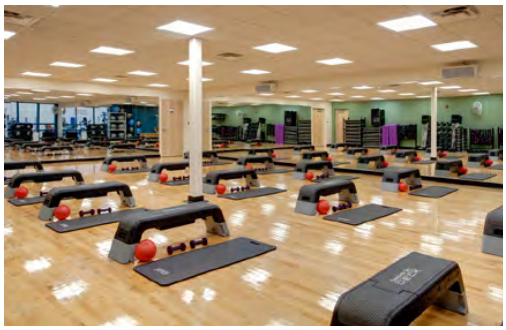
Prior to joining GreenbergFarrow, Lori Vierow led the development of the Master Plan for the Park Ridge Park District as project manager along with an architecture and aquatics consultant. The Master Plan was designed to be a guide for the District in making operational, capital improvement and philosophical decisions over the next five years. Lori led the inventory and assessment of all park sites, report writing, and developed recommendations for future capital improvements as well as immediate actions that should be addressed. The Master Plan was prepared with the active participation of the District's staff, Park Board as well as with extensive review and comment from the community through a community wide survey, focus groups, as well as a public open house workshop. The recommendations found within the report provide a guide for future capital funding and prioritization for the implementation of capital improvements.

GreenbergFarrow
21 S. Evergreen Suite 200
Arlington Heights, IL 60005
#847.788.0913

FOUR SEASONS HEALTH CLUB

Four Seasons Association











PROJECT DESCRIPTION

Four Seasons I - The Four Seasons Association wanted to create a new image for the Four Seasons I Facility. A new lobby and corridor access to the locker rooms allowed the Owner to not only improve the experience of entering and accessing the building, but also allowed the 'front door' to be re-envisioned to create a facade that more closely represented the image of the Four Seasons Association. The project also included a Men's and Women's locker room remodel, renovations to the main lobby/seating area, and the creation of a juice bar all of which provided an improved environment and atmosphere that supported the goals of the Association to increase membership and enrollment.

Four Seasons II - The Four Seasons Association sought to increase their program offerings by adding spaces that would support athletic sports performance training for people of all ages. The addition of the PIT provided this opportunity for the owner by providing two 30 meter sprint lanes, areas for plyometrics, weight training, crossfit training, and a viewing area for interested observers. The project also provided additional space for the child care program as this facilities success and increased membership required that their original childcare area be tripled in size.

Location:
Bloomington, Illinois

Cost:
$5.4m - Phase 1, Four Seasons 2
$2.3m - Phase 2, Four Seasons 2
$2.8m - Four Seasons 1

Size:
Phase I Addition - 10,900 s.f.
Phase II Addition - 13,100 s.f.

Completion Date:
Dec. 2005 - Phase 1
Dec. 2013 - Phase 2 & Four Seasons 1

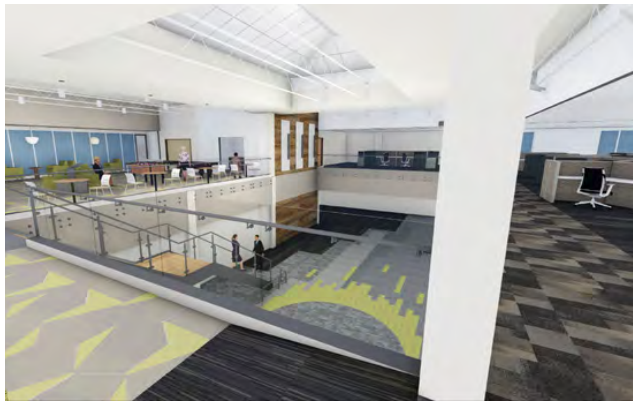
BLDD ARCHITECTS

COUNTRY FINANCIAL

Bloomington, Illinois







PROJECT DESCRIPTION

The project consists of interior remodeling of 80,000 SF of office space on the second floor of Country Financial's Information System Services Building (ISSB) in Bloomington, Illinois. The interior demolition scope of work includes walls, ceilings, and finishes.

The project also includes installation of interior partitions, doors, ceilings, and finishes. The mechanical system serving both floors of the existing building will be replaced. Data/technology, fire protection, plumbing, and electrical work is also an important part of the remodeling.

Location:
Bloomington, Illinois

Cost:
$8.8 million

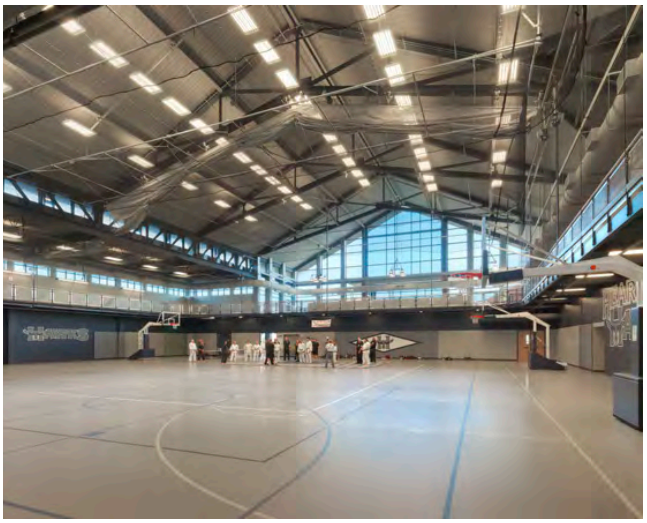
Size:
80,000 s.f.

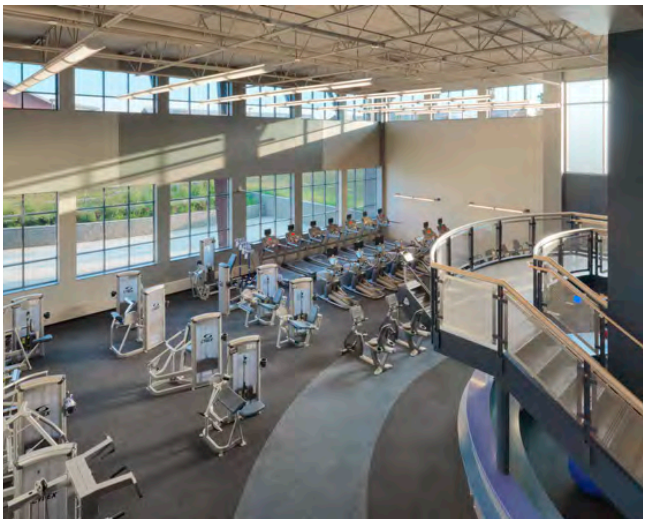
Completion Date:
Spring 2018

BLDD ARCHITECTS

STUDENT FITNESS AND REC CENTER

Heartland Community College







PROJECT DESCRIPTION

BLDD Architects designed the Fitness and Recreation facility to accommodate the athletics department and student population of Heartland Community College. The exterior appearance continues the established "prairie" architecture of the existing campus while incorporating contemporary forms and textures.

The athletics department is housed in an office suite that accommodates the athletic director and up to ten staff members. The office suite has a conference room for athlete recruitment and review of team films. The office suite is adjacent to a student collaboration/athlete study area and the Hall of Records/trophy area. Athletes are given their own locker rooms and have access to all the fitness areas.

Athletes and students may use the aerobics room, cardiovascular fitness area, free weight area, circuit training area, gymnasium and running track. All of these areas have shared spaces for use for recreation and serious athletic training.

Location:
Normal, Illinois

Cost:
$8.6 million

Size:
45,000 s.f.

Completion Date:
May 2010

BLDD ARCHITECTS

DESIGN CONCEPTS

GRASP® DESIGN CONCEPTS GREENPLAY

Recreation Master Planning

Design Concepts, CLA, Inc. has been collaborating with GreenPlay, LLC on master plans for a number of communities nationwide over the past few years. Together, we have developed the **GRASP® (Geo-Referenced Amenities Standards Process)** methodology, a unique tool that bases our plans on a Level of Service measurement that brings both the quantity and the quality of the component parts of the system into the equation. At the same time, we have developed methods for effective public involvement in our projects. This assures that our plans are based on solid analysis and reflect the needs and desires of th public that they serve.

- **Encinitas, CA -** Parks, Beaches, Trails and Open Space Master Plan
- **Blue Springs, MO -** Parks, Recreation and Open Space Comprehensive Plan
- **Berthoud, CO -** Parks, Open Space, Recreation & Trails Plan
- **Commerce City, CO -** GRASP® Update
- **Littleton, CO** - Parks, Recreation & Open Space Master Plan
- **Windsor, CO** - Parks, Recreation, and Culture Legacy Plan
- **Arlington County, VA** - Athletic Field Allocation Study
- **Widefield, C** , School District #3 Community Center - Parks, Recreation, Facilities & Trails Master Plan
- **Wellington, CO** - Inventory and Level of Service Analysis
- **Plainfield Park District, I** - Comprehensive Park & Recreation Master Plan
- **Loveland, CO** - Recreation Center Feasibility Study
- **Lakewood, CO** - Parks Inventory Update
- **Meridian, ID -** Parks & Recreation Master Plan
- **Wake Forest, NC -** Parks & Recreation Master Plan
- **Pearland, TX -** Parks & Recreation Needs Assessment and Master Plan Development
- **Wheat Ridge, CO -** Parks & Rec. Master Plan Update
- **Carbon Valley Park & Recreation District, Frederick, CO -** District Master Plan
- **Arapahoe County, CO -** Four Square Mile Area Recreational Needs
- **Stafford, VA -** Park Utilization Assessment and Athletic Field Assessment
- **Prince Georges County, MD -** Safe Routes To Play (GP RED)
- **Farmington, NM -** Comprehensive Parks, Recreation and Cultural Services Master Plan
- **Spearfish, SD -** Comprehensive Sports Field Plan
- **Sterling, CO -** Parks & Recreation Master Plan
- **Liberty, MO -** Healthy Communities Beta Site (GP RED)
- **Maryland Dept. of Natural Resources -** Maryland Land Preservation & Recreation Plan
- **Lafayette, CO -** Parks, Recreation, Open Space & Trails Master Plan Update
- **Salida, CO -** Salida Hot Springs Pool/Centennial Park Feasiblility Study
- **Green Valley Ranch Metro District, Denver, CO -** Parks & Recreation Master Plan
- **Tualatin Hills Park & Recreation District, Beaverton, OR -** Parks & Recreation Master Plan & Mapping Update
- **El Paso County, CO -** Parks, Trails & Open Space Master Plan Update
- **Desert Recreation District, Indio, CA -** Parks & Recreation Master Plan
- **Forest Preserve District of Cook County, IL -** Recreation Master Plan
- **North Clackamas, OR -** Parks & Recreation Master Plan
- **Charleston County, SC -** Parks, Recreation, Open Space & Trails Master Plan
- **Nederland, CO -** Open Space, Trails, Parks and Outdoor Recreation Master Plan Update and Gateway Park Concepts
- **Eastern Rio Blanco Metro Recreation and Park District** - Meeker, CO - Parks and Recreation Master Plan
- **Post Falls, ID -** Parks and Recreation Master Plan
- **Corvallis, OR -** Parks and Recreation Cost Recovery Model and Master Plan Update
- **Keene, NH -** Recreation Management Plan
- **Alexandria, VA -** Indoor/Outdoor Playspace Assessment
- **Essex, VT** - Parks & Recreation Needs Assessment
- **Cary, NC** - Parks & Recreation Master Plan
- **Williston, ND -** Parks & Recreation Master Plan
- **Evergreen, CO -** Parks & Recreation District Master Plan
- **Indiana University** - Healthy Communities/Active Living Study
- **City of Louisville, CO -** Parks and Recreation Master Plan
- **Maryland National Capital Parks and Planning Commission, Montgomery County, MD -** 2030 Vision and 10-Year Strategic Plan
- **Spokane, WA -** Method of Eight - Roadmap to the Future (GP RED)
- **Palm Springs, CA** - Parks and Recreation Master Plan
- **Tulsa, OK** - Parks and Recreation Master Plan

REPRESENTATIVE PROJECT EXPERIENCE

DESIGN CONCEPTS

- **Silverthorne, CO** - Long Range Strategic and Cultural Department Plan
- **Laguna Hills, CA** - Recreation Facilities Needs Assessment
- **State of New Mexico** - Statewide Comprehensive Outdoor Recreation Plan (SCORP)
- **Washington D.C. -** CapitalSpace Initiative - Maryland National Capital Planning Commission (MNCPC) - Master Plan
- **Erie, CO** - Parks, Recreation and Open Space Master Plan
- **Cripple Creek, CO** – Parks and Rec. Master Plan
- **Steamboat Springs, CO** - Parks and Recreation Master Plan
- **Tacoma, WA** - Parks and Recreation Master Plan
- **Prospect Recreation District, CO** - Parks and Recreation Master Plan
- **Pueblo, CO** – Parks and Recreation Assessment and Implementation Plan
- **Cedar Rapids, IA** – Parks & Recreation Master Plan
- **Hayden, CO** – Parks & Recreation Master Plan
- **Woodburn, OR** – Parks & Recreation Master Plan Update
- **Asheville, NC** – Parks & Recreation Master Plan
- **Grandview, MO** – Parks & Recreation Master Plan
- **Windsor, CO** – Parks & Recreation Master Plan Update
- **Iowa City, IA** – Parks, Recreation & Trails Master Plan
- **Arlington, TX** – Needs Analysis
- **Eagle-Vail Metro District, CO** – Parks & Recreation Master Plan
- **Fort Lauderdale, FL** – Parks & Recreation Master Plan
- **Lone Tree, CO** – Parks, Trails & Recreation Master Plan
- **Salida, CO** – Parks, Recreation, & Trails Master Plan
- **Lakewood, CO** – Community Resources Master Plan
- **Brighton, CO** – Parks & Recreation Master Plan Update
- **Winter Haven, FL** – Parks, Recreation & Trails Master Plan
- **Bloomington, IN** – Parks & Recreation Master Plan
- **Colorado Front Range Trail -** Implementation Plan
- **Strasburg, CO** - Parks Recreation & Trails Master Plan
- **Washington DC** – National Capital Planning Commission – CapitalSpace Initiative
- **Raymore, MO** - Strategic Implementation Plan
- **Town Of Vail, CO** - Parks & Recreation Master Plan
- **Glenwood Springs, CO** - Parks & Recreation Master Plan
- **Coppell, TX** - Master Plan
- **Dillon, CO** - Parks & Recreation Master Plan
- **Oregon City, OR** - Parks & Recreation Master Plan
- **Commerce City, CO** - Strategic Plan
- **Roswell, NM** - Parks & Recreation Master Plan
- **La Quinta, CA** - Parks & Recreation Master Plan
- **Monte Vista, CO** - Parks & Recreation Master Plan
- **Ft Collins, CO** - Parks & Recreation Policy Plan Update
- **South Jordan City, UT** - Master Plan
- **National Recreation & Park Association** - NFL Grant
- **Charlotte County, FL** – Parks & Recreation Master Plan
- **City of Denver, CO** – Recreation Center Needs Assessment & Service
- **City of Sherwood, OR** – Parks & Recreation Master Plan
- **City of Lisle, IL** – Park District Master Plan
- **University Place, WA** – Capital Strategy Study
- **Montrose Recreation District, CO** – Parks & Recreation Master Plan
- **City of Casa Grande, Arizona** – Parks, Recreation, Open Space And Libraries Master Plan
- **County of Arlington, VA** – Public Spaces Master Plan
- **City of Las Cruces, NM** – Parks And Recreation Master Plan
- **City of Brookline, MA** – Parks And Recreation Master Plan
- **City and County of Denver, CO** – Athletic Fields Master Plan
- **City of Louisville, Colorado** – Athletic Fields Feasibility Study
- **Town of Superior, CO** - Parks, Recreation, Open Space And Trails Master Plan
- **City of Colorado Springs, CO** – Red Rock Canyon Open Space Master Plan
- **Town of Evans, CO** - Trails And Open Space Master Plan
- **City of Fort Morgan, CO** - Parks, Trails, Recreation And Open Space Master Plan
- **Town of Windsor, CO** - Parks, Recreation, Trails, And Open Lands Master Plan
- **City of Longmont, CO** - Open Space And Trails Master Plan

GRASP® DESIGN CONCEPTS · GREENPLAY

SAMPLE WORK:

Surveys

2016 Community Needs Assessment

Elk Grove Park District, IL

Community Size: 33,000

Mail Survey Response: 312

Telephone Survey Response: 47

Email Survey Response: 170

Description: The Public Research Group was retained to conduct a community recreation needs assessment. As part of this assessment, the Public Research Group conducted a comprehensive community wide survey to gather public input through mail, telephone and email surveys, held stakeholder interviews and utilized MySidewalk to solicit public input. The findings revealed high marks for the Park District in many areas with a keen interest in advancing technology within the parks and interfacing with the public.

2016 Community Needs Assessment

Springfield Park District, IL

Community Size: 120,000

Mail Survey Response: 281

Telephone Survey Response: 114

Email Survey Response: 201

Description: The Public Research Group was a sub-consultant as part of the Comprehensive Park & Recreation Master Plan team to conduct a public input process which included a community recreation needs assessment. As part of this assessment, the Public Research Group conducting a comprehensive community wide survey to gather public input through mail, telephone and email surveys, utilized the Delphi Committee, hosted stakeholder meetings, held public meetings as well as utilized MySidewalk to gather additional public input.

2015 Community Needs Assessment

Plainfield Park District, IL

Community Size: 110,000

Mail Survey Response: 245

Telephone Survey Response: 150

Email Survey Response: 120

Description: The Public Research Group was a sub-consultant as part of the Comprehensive Park & Recreation Master Plan team to conduct a public input process which included a community recreation needs assessment. As part of this assessment, the Public Research Group conducting a comprehensive community wide survey to gather public input through mail, telephone and email surveys as well as utilized MySidewalk to gather public input.

2014 Community Needs Assessment

Park District of Oak Park, IL

Community Size: 52,000

Mail Survey Response: 188

Telephone Survey Response: 12

Email Survey Response: 2,068

Description: The Public Research Group was retained by the Park District of Oak Park to conduct a community recreation needs assessment. As part of this assessment, the Public Research Group is conducting a comprehensive community wide survey to gather public input through mail, telephone and email surveys, and to assist in the focus group meetings to understand and help make recommendations to the Park District's Comprehensive Master Plan as to the recreational needs of the community.

HERITAGE PARK AQUATIC CENTER

Wheeling, Illinois







Owner
Wheeling Park District
(847) 465-3331

Completed
2003

Awards
Architectural Showcase
Athletic Business, June 1994

WWW.WHEELINGPARKDISTRICT.COM

Water Technology was the designer of Heritage Park Family Aquatic Center that was completed in 1993. The original facility that was built had the “Aloha Beach” main pool, “Paradise Falls” drop slides, “Volcano Valley” tube and body slides, “Willie the Whale” toddler slide and “Keiki Island” sand playground. The new addition that opened in 2003 features two new attractions; “Tsunami Splash” water playground with tipping bucket, and the “Lily Pad Lagoon” activity pool with climbing lily pads and water basketball.

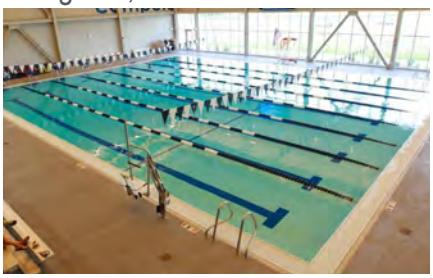
Amenities

17,136 SF Leisure Pool
(3) 25 Meter Lap Lanes
191 LF Body Slide
227 LF Tube Slide
(2) Drop Slides
Diving Hopper
Water Falls
Willie the Whale Kiddie Slide
SCS 107 Interactive Water Feature
1,473 SF Lilypad Water Walk
4,181 SF Water Playground
(5) Geysers
SCS Pools & Falls
SCS AP550C with Dumping Bucket
Octagonal Whirlpool
Concession Area
Sandplay Area
Sand Volleyball Area

WTI
WATER TECHNOLOGY INC.

THE RICHARD E. WORKMAN SPORTS & WELLNESS COMPLEX

Effingham, Illinois







OWNER
Effingham Park District
The Richard E. Workman Sports & Wellness Complex
1301 N. Maple St.
Effingham, IL 62401

COMPLETED
2016

WEBSITE
http://workmansportscomplex.com/

After the city of Effingham gave land to the park department, the parks department was able to privately raise another $5 million to complete the new Richard E. Workman Sports & Wellness Complex. The facility receives $500,000 annually as an operational endowment from the neighboring hospital to help fund the facility's operational expenses.

WTI worked closely with the prime architect to develop a program that would fit all the recreation requirements of a growing community while still fostering an environment for wellness and rehabilitation for hospital patients. The leisure pool provides great opportunities for resistance walking or swimming and the lap pool provides plenty of opportunities for fitness while still in the warm water of the leisure pool. The competition pool serves the local swim team and is open for lessons, aquatic tai chi, and a variety of other aquatic adventures.

AMENITIES
3,466 SF Leisure pool with lazy river, 2 lap lanes, zero-depth entry into children's pool with water table, geysers, and tot slide

4,505 SF 8-Lane, 25-yard lap pool with

WTI
WATER TECHNOLOGY INC.

MAGIC WATERS WATERPARK

Rockford, Illinois







OWNER

Rockford Park District
1401 N. Second Street
Rockford, IL 61107

AWARDS

Ranked in The Top Public Waterparks
Aquatics International IT List 2010-2011

Architectural Facility Showcase
Illinois Park & Recreation, June 1998

WWW.MAGICWATERSWATERPARK.COM

Water Technology, Inc. began working with this waterpark in the early 1980s when the park was originally developed and run by a privately held group. The Rockford Park District took over operations, and Water Technology has worked with the Park District for over ten years. In 1993 a lazy river was added to the existing waterpark. This river holds approximately 540,000 gallons of water and averages 20 feet in width. It features a zero depth entry, simulated rockwork, waterfalls and sprays. At the time the lazy river was planned, Water Technology masterplanned for a future attraction to be contained within the river.

Most recently, the “Double Dare Drop” was added along with a new mechanical building designed by WTI. The newest thrill ride drops 75 feet, and is the steepest bodyslide in norther Illinois and Southern Wisconsin. Once reaching the bottom of the slide guest can check their time against other riders. The average speed... about 4.5 seconds!

COMPLETED

2012 - “Double Dare Drop”, Tropical Twister improvements

Additional Ride/Attraction Additions:
2009 - “Typhoon Terror”
2004 - “The Abyss” Slide Complex
2000 - “Splash Blaster”
1997 - “Splash Magic Island”
1993 - Lazy River

AMENITIES

Lazy River - 1,200 LF
Treehouse Addition - 11,538 SF
The Abyss - 40' High, 325 LF
Typhoon Terror Tantrum Slide
2- Run out speed slides with
Timing System

WTI
WATER TECHNOLOGY INC.






10





IV. APPROACH AND PROCESS

PROJECT UNDERSTANDING

We understand that the City of Bloomington is interested in developing a Parks and Recreation Master Plan to clearly identify the needs of the community and to evaluate how current programs, services, facilities, and parks are meeting the needs of the community. We know that along with the Master Plan, you would also like an updated Master Plan and Needs Assessment for potential renovation of O'Neil Park, as well as a feasibility study for a new recreation center and/or renovation of the existing Lincoln Leisure Center facility.

Located between Chicago and St. Louis, we know that Bloomington is the 12th most highly populated city in Illinois, and when combined with the adjacent Town of Normal, the population is about 130,000. We understand that the City's Parks and Recreation Department currently operates over 30 parks, a nature preserve, two golf courses, the Lincoln Leisure Center, the Pepsi Ice Center, tennis courts, athletic fields, and the Miller Park Zoo. The City's current Parks and Recreation Master Plan was completed in 1997 with limited updates in 2005 and 2010. We know that this plan is out of date and that this planning process will provide the City with a more accurate assessment of its parks, recreation and cultural arts system, allowing for realistic and implementable recommendations for the next 10-15 years.

Along with the Comprehensive Master Plan, our team will also complete needs assessments and programming recommendations for both O'Neil Park and a new and/or renovated recreation center. We know that the City is interested in renovating O'Neil Park, which currently contains 2 softball fields, 1 baseball field with an office, a skate park, 3 tennis courts, one playground, open space, 1 shelter, and a pool. This portion of the project will create a Master Plan for potential renovations for the park, which will include a variety of programming options for families, youth and other residents, and will potentially include a larger aquatics center.

The third component of this project will be a feasibility study for a new recreation center and/or an upgrade of the Lincoln Leisure Center. We know that the City is interested in potentially developing a new recreation center that may fill unmet recreation programming needs. We understand that considerations for the new center include courts, an ice rink, indoor/outdoor pool, a fitness center, a running track, administrative space, and programmable classroom space.

Our GreenPlay team has been assembled specifically to address your goals for all components of this project. The following Scope of Work details the steps that we will take to meet your goals and objectives.

SCOPE OF WORK

PROJECT COORDINATION, STRATEGIC KICK-OFF, AND DETERMINATION OF CRITICAL SUCCESS FACTORS

Following award of contract, the GreenPlay team will provide a **Detailed Work Plan** for discussion at a Strategic Kick-Off meeting with the City's project team. We will review the details of the work plan and formalize the timeline and details of the public involvement and information gathering phases, including accepted methodologies and tasks, final number and types of meetings, and expected quality and formats for deliverables. We will also come to an agreement on implementation strategies. We will set a timeline for the public involvement process and the anticipated approval process and will discuss desired outcomes.

Project Coordination

- We will work closely with your team during Strategic Kick-Off to identify current key "**Critical Success Factors**" that will help to ensure that all issues unique to the City of Bloomington are addressed.
- We will supply written **Monthly Progress Reports** that cover recent progress, outstanding issues or information needed, upcoming meetings and agendas, and next steps. We have found this to be an effective communication tool, adding a level of efficiency to our projects. We will always be available for phone or email communication.

- Project team progress meetings will be held as often as necessary, but in no case less than once per month until the final plan is approved by the City Council.
- We will supply the City's Project Manager with at least one (1) copy of all completed or partially completed reports, studies, forecasts, maps, or plans deemed necessary by the Project Manager at least three (3) working days before each progress meeting. The Project Manager will schedule the meetings, as necessary, at key times during the development of the Needs Assessment.
- We will provide up-to-date information for posting on the City's website and/or an independent project website for review of progress by stakeholders and the public.

Integration of Existing Vision, Goals, Operations, Budgets, and Plans
Concurrent to public involvement and community information gathering, we will evaluate previous and other current plans relevant to the City's parks and recreation system, including the 1997 Parks and Recreation Master Plan, the 2005 and 2010 updates, 2017-2021 Capital Improvement Plan, and from budgets, work plans, and funding plans utilized by the City to facilitate the comprehensive coordination of direction and recommendations.

PHASE I - COMMUNITY NEEDS ASSESSMENT

A. COMMUNITY AND STAKEHOLDER ENGAGEMENT



As part of this plan, we will conduct a public input process to engage the community. The following citizen involvement strategy approach is designed to assure residents, user groups, associations, neighboring communities, and other stakeholders that they are provided an opportunity to participate in the development of the plan, and is recommended for this project:

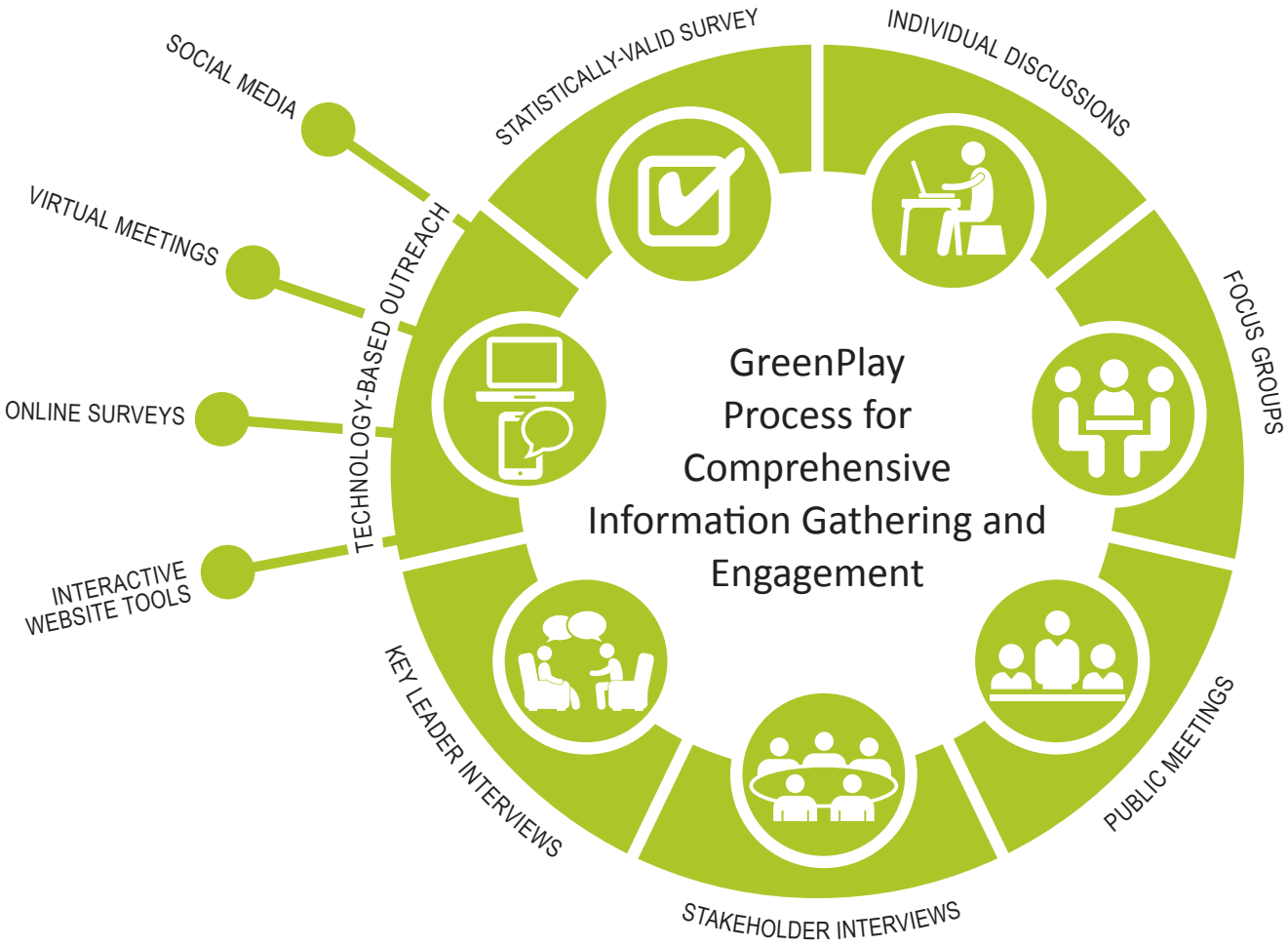
- **Initial Information Gathering:** Collect additional and any new information on awareness, use patterns, satisfaction, desires, barriers, vision, priorities, funding possibilities, and willingness to pay.
    - A minimum of four (4) **focus group meetings** drawing from individuals and groups, associations, other service providers (staff, schools, health, clubs, seniors, etc.), but also open to the public at large. Two (2) meetings will focus on the parks and recreation system as a whole, and each of the others will focus on the O'Neil Park Master Plan and the Recreation Center. This method ensures a nucleus of participants with vested interest while also encouraging others to participate.
    - A community-wide public meeting (#1) to provide information and to validate and round out the information received from the focus groups. Focus group participants are always interested in attending this follow up meeting to see what others have to say.
    - Stakeholder interviews (if needed) with those who can contribute specific information that may need to be conveyed in a more detailed manner (might include representatives from neighboring communities, sister agencies, City Council members, staff, etc.).
- **Findings/Draft Presentation:** We will compile and present a summary of findings from the inventory, needs assessment and initial analysis for validation by staff, decision makers, stakeholders, and the public. Community-wide public meeting #2.
- **Final Council Presentation for Adoption:** Hearing, open to the public.

GreenPlay staff members function as professional, unbiased facilitators to gather specific information about services, use, and preferences, as well as agency strengths, weaknesses, opportunities, and threats. Participant feedback indicates to us that our techniques and formats are well received and provide them with the opportunity to better understand the planning process and make a meaningful contribution, resulting in the feeling that attending an input session was a good use of someone's valuable time. We are well aware of the misuse of the public process that results in frustration over having to attend too many sessions or not feeling like the time was well spent, or that a person or a group of people monopolized the meeting time. Our sessions are designed to avoid these common pitfalls.

We provide written records and summaries of the results of all public process and communications strategies appropriate for posting to either the City's website or an independent site for the project.

B. Community Survey

A community based parks and recreation attitude and interest needs survey will be taken. We believe a survey is a valuable tool to provide validity to any decision that could impact the community. By using this tool, staff and elected officials can feel confident about making decisions based on real, relevant data. Our survey will provide a 95% confidence level with a +/-4.9% confidence interval. We will utilize a questionnaire of up to 20 questions in length to gather the survey data. Questions related to the O'Neil Park Master Plan and the Recreation Center Study will also be included.



The breakdown includes:

- Mail survey: Target return rate is 200 responses
- Phone survey: Target return rate is 50 responses
- Email survey: Target return rate is 150 responses

Specific tasks include:

- Attend a meeting to discuss the initial survey questions and discuss refinement options and sample development
- Develop a custom database random sample of City of Bloomington resident households broken down by defined planning regions
- Finalize the sample with geo-coding application
- Develop the final survey instrument
- Administer the mail survey including all printing and postage
- Administer the telephone survey
- Administer the e-mail survey
- Track response rates and administer back-up sample in areas not performing to hit target
- Complete sample requirements
- Prepare an on-line survey link for an open ended non-random sample
- Enter data into Excel
- Perform data analysis on raw survey results
- Generate findings of raw data including graphs, tables and cross tabular comparison
- Prepare survey maps highlight key question findings
- Compare key findings using benchmarking process of past surveys/local agencies for trend analysis

Final Analysis of Findings & Report

We will compile all relevant survey data into a final findings report. We will also present this information to the agency if requested. We will prepare a PDF digital file for project use.

PHASE II - INVENTORY AND COMPARISON OF EXISTING FACILITIES/PROGRAMS

C. INVENTORY AND LEVEL OF SERVICE ANALYSIS

Using existing inventory from previous planning efforts, our team will collect data and compile inventory on the existing parks, open spaces, trails, cultural arts, aquatics, and facilities. We can include relevant inventory from key alternative providers, such as schools or other governmental agencies. This task will include a planning area tour to document and photograph existing conditions.

Base-level Inventory and Level of Service Analysis

Traditional public parks system inventories are now typically being updated to include new forms of GIS analysis. Our GRASP® team members will update your available data set in GIS to include any newly identified parcels and available trails data. We will then create an updated GIS file and a System-Wide Resource Map of the data to prepare for analysis. Key issues and representative photos regarding any of the assets from both staff and stakeholder perspectives will be noted in a textual supplement and charts. Results will be incorporated into findings and recommendations for improvements.

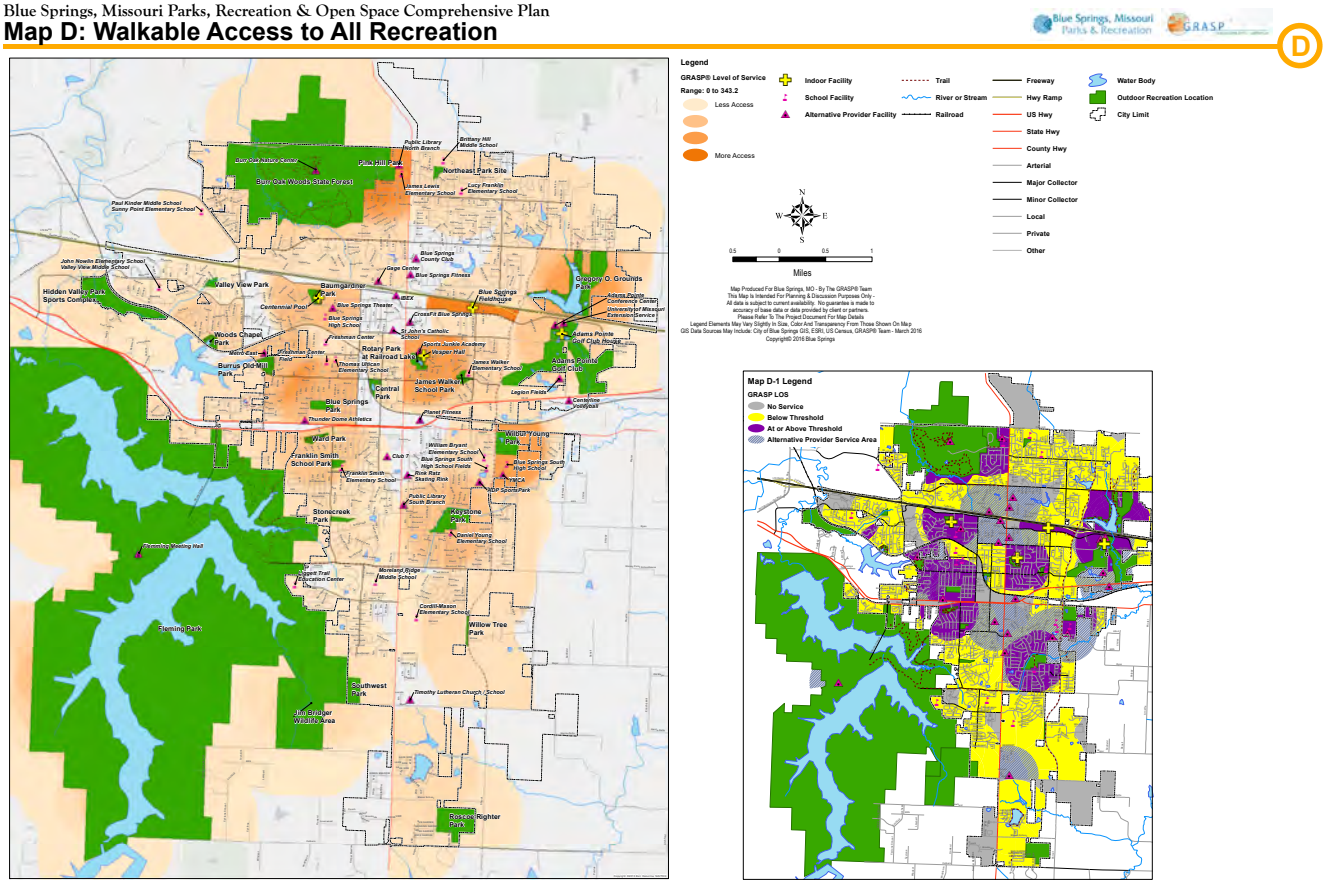
Component-Based Methodology (CBM)
Level of Service Analysis
GRASP® Methodology
(Geo-Referenced Amenities Standards Process)

Due to innovations in GIS and other technologies, many parks and recreation agencies are now choosing to move beyond the traditional capacity-style and basic GIS mapping into a Component-Based Method (CBM) for inventory and level of services analysis. Design Concepts will to provide an updated CBM GRASP® inventory. We have adapted and built upon previous traditional capacity based level of service (LOS) practices to create an improved approach. GreenPlay has worked with Design Concepts, other researchers, and more than 90 communities around the U.S. since 2001 to create, test, and efficiently provide these services. We call our trademarked version of the process: GRASP®. GreenPlay and Design Concepts were also invited researchers involved with the creation of the initial NRPA GIS and Attributes Standards Task Force.

The available capacity-style approach will be enhanced with on-site component data collection and analysis to create a complete dataset and determine current conditions for:

- Quantity of all relevant system components
- Quality of components (3 point scaling along with aesthetic attributes)
- Functionality of components for their intended purpose for this plan lifecycle

This CBM GRASP® analysis builds upon the traditional capacity analysis, but is unique in its ability to analyze both the quantity (capacity) and quality of individual components of an entire system. These include traditional parks assets such as playgrounds, ballfields, pools, and courts, but also includes specialty components, such as trails, waterfront access, disk golf, dog parks, plazas, museums, nature preserves, cultural and historical resources, art, natural areas, shelters, equestrian facilities, pickleball courts, and centers that have not been previously included in capacity analysis, but provide important community services.



The process has been developed to provide detailed customized analyses of your system based on the unique assets of your community, and to determine how effectively the current system is serving residents and visitors.

CBM analysis will enable us to:

- Determine current level of service and where improvements can be made based on walkability, quantity, and quality of any and all parks, trails, facilities, and athletic field facilities.
- Identify precise gaps and opportunities for location of future development of specific components, beyond just park land needs.
- Provide information for prioritization of these identified gap areas based on quantified demographics and social equity variables.

With CBM analysis, we can also add more analysis on specific components, alternative providers, and programmatic locations beyond the basic parcel analysis. Specific Perspective Analyses will be determined based on project key issues, and may include detailed heat mapping, population density comparisons, area sub-analysis, comparative charts of scoring, programmatic analysis, and/or evaluation of specific key components that may be priorities for analysis.

With GRASP® CBM, in addition to the System Resource Map, we provide a full Community Inventory Atlas, which includes aerial mapping graphics and textual descriptors for each site. Once fully analyzed, the data will provide the basis for recommendations for making improvements to address unmet needs for both active and passive recreation for many years to come. This detailed CBM dataset can also provide a strong basis for future digital assets management and maintenance plans.

Facilities, Lands, and Asset Gaps Analysis

Our team will research, collect, and assemble other data necessary to complete the project given available information. We can work with various information formats and will produce the final deliverables in both digital spatial analysis and textual formats that are dynamic and easily used and become the property of the City upon completion of the project. We will make capital improvement recommendations, including potential phasing, acquisition, renovations, and conceptual costing.

We will identify noted areas of service shortfalls and projected impact of future trends. Aligning with the results of the focus groups, stakeholder meetings, needs assessment, current capacity, and future growth, our GreenPlay team will help identify and prioritize unmet facility and asset needs.

Demographics and Trends Analysis

In order to develop recommendations for the parks and recreation system as a whole, as well as to make individual recommendations for O'Neil Park and the recreation center, GreenPlay will conduct a demographic analysis and market profile of the City's service area, utilizing all information available from previous planning efforts in addition to the U.S. Census Bureau, Esri, and other national and local sources. We will portray relevant demographic information in easy to read charts and figures with analysis of important topics that will impact parks, recreation, and cultural arts service delivery.

Trends analysis helps evaluate demographic shifts and their impact on future parks and recreation. This analysis helps identify regional interest and participation levels for a variety of activities; how services are provided through both administrative and planning trends; and how parks and recreation amenities, programs, and events (including aquatics) compare to national and regional trends.

Evaluation of Existing Standards
Using the community demographic profile, stakeholder engagement results, and level of service analysis, we will assess the quality and quantity of programs and facilities provided by the City. We will evaluate appropriateness to the determined mission, vision, and values; applicable industry standards; and the regional comparison. We will evaluate the adequacy on the basis of size and location in relation to existing and future population. We will also make recommendations for minimizing duplication and/or enhancing possibilities for collaborative partnerships where appropriate.

Programs and Services Gaps Analysis
We will collect and analyze information on participation, needs, desires, operations, and management strategies for programming and service offerings, and make recommendations. We will identify areas of service shortfalls and projected impact of future trends.

Using the results of the statistically-valid survey, focus groups, stakeholder meetings, needs assessment, current level of service, alternative providers in the market, and current capacity, GreenPlay will identify and prioritize the unmet programming needs in the community. The gaps in programs and services can be identified using the nexus of unmet need and high importance.

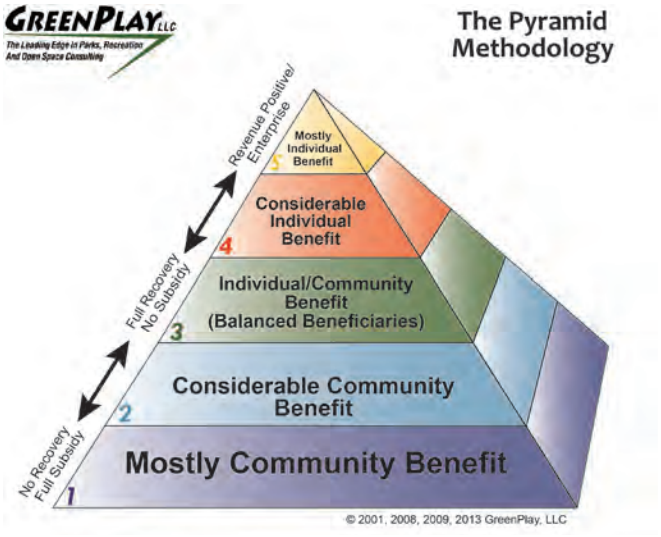
PHASE III - RECOMMENDATIONS AND FINAL PLAN

D. FUNDING/FINANCING NEEDS ASSESSMENT

Financial and Operational Analysis
We will review the City of Bloomington's existing organizational structures for managing the parks and recreation system and suggest growth plans for personnel, infrastructure, equipment, operational, and maintenance needs, with associated cost estimates. GreenPlay has local, regional, and national expertise in best parks, recreation, and open space management practices, and will highlight relevant practices that could benefit the City in moving forward.

Alternative Funding and Partnerships
GreenPlay will bring our extensive experience in evaluating options for alternative funding, including additional grants, donor programs, and/or partnerships. Our process will continue to identify key partners in the area, and we can provide management recommendations to enhance this potential funding area. This task does not include procurement of alternative funding, but this can be addressed separately if desired.

Cost Recovery and Resource Allocation
GreenPlay is a national leader in teaching and developing innovative approaches to handling the sometimes contentious financial issues of "how much taxpayer subsidy is enough?" or "where should resources go?" GreenPlay has established and improved the "**Pyramid**" methodology for helping agencies create an overall philosophy and approach for resource allocation, service pricing, and cost recovery evaluation.



We currently teach and train agencies and universities in the implementation and use of this straightforward but innovative methodology and present it at conferences as well. It is invaluable for making tough resource allocation decisions and creating pricing and cost recovery strategies.

This methodology will be helpful for evaluating the financial sustainability of the park and recreation system from both operational and capital funding aspects. As part of your project, we will introduce the concepts for identification of gaps and/or areas of where consensus is lacking, along with introducing a framework for decision making as the system grows.
Note: a full, detailed analysis of cost recovery, budgets, and/or pricing is not typically included in a Community Needs Assessment project, but can be facilitated separately or concurrently for an additional fee, if this is determined to be a need in the future.

Probable Operating, Maintenance, and Capital Costs and Potential Funding Analysis
Using the results from the above mentioned tasks, we will prepare a report on existing and future Department budget needs for parks and recreation programs and facilities. We will provide estimates of annual operating budget needs to maintain existing and future service levels. The report will also include estimates for present and future operations and maintenance needs, along with present and future capital improvement construction needs.

E. ACTION AND IMPLEMENTATION PLAN

GreenPlay team consultants will compile initial findings from the inventory, demographics, and needs assessments and will prepare a summary **Findings/Draft Presentation** of the plan for staff, decision makers, stakeholders, and the public. During this stage, we will confirm that all information identified and collected thus far is correct, and we will ask stakeholders to share any additional issues or opportunities for consideration.

As part of the Findings portion of the project, we will compile a **Key Issues Analysis Matrix.** Developed from the various tools and methodologies used to collect information throughout the project, this matrix helps to identify focus areas from to be presented and discussed at this stage of the Master Planning process.

Key Issue - Rating Scale c - minor issue b - opportunity to improve - longer-term a - priority - short-term n/a - not applicable	Recreation	Park Operations	Golf Operations	South	Central	North	Staff Input	Focus Groups/Public	P & R Commission	City Council	Survey	Services Assessment
Safety												
Safety concern in facilities/parks	a		n/a				a	a	a			
Homeless and vagrants in parks	a		n/a				a	a				
Safety at skatepark	a		n/a				a					
Code enforcement	b		n/a				a	b	b			
Graffiti/Vandalisum	a		n/a				a					
Create park ranger program	b		n/a				b					
Improvements and Maintenance												
Maintain what we have	a	a	a				a	a	a	a		
Improved park/athletic field maintenance	a	n/a	n/a				a	b	a	b		
Tree care/replacement program	n/a	c	n/a				n/a	b	n/a	n/a		
Less grass/more desert landscaping	n/a	c	n/a				n/a	b	c	c		
Restrooms	n/a	c	n/a				n/a	b	n/a	n/a		
More shelters/picnic areas	n/a	c	n/a				n/a	n/a	n/a	n/a		
Facilities												
Build a new sports complex	a	n/a	n/a				a	a	a	a		
Inadequate number of athletic fields	a	n/a	n/a				a	a	a	a		
Trail Connectivity	b	a	n/a				a	a	a	a		
Community gardens	b	n/a	n/a				b	a	n/a	n/a		
Need lights for soccer fields	b	n/a	n/a				b	a	n/a	n/a		
Additional aquatics	c	n/a	n/a				c	b	n/a	n/a		
Programs												
Special events to attract tourists	a	n/a					a					
More non-sport programming	b	n/a	n/a				b					
More indoor fitness	b	n/a	n/a				b					
More family programming	b	n/a	n/a				a					
More middle/high school programming	b	n/a	n/a				a	a	a			
Youth and teen programming	b	n/a					b		a			
Trounaments and Sports	a	n/a					a		a			
Bocce or Piquant	n/a	n/a					n/a		b			
Administration, Services												

Sample Key Issues Analysis Matrix

Visioning Strategies Development Workshop
We recognize that our team needs to work with the City's project team to fully analyze identified findings and to create implementable recommendations for your future. We want to be respectful of the project team's time, while thoughtfully contributing our identified ideas, suggestions, qualitative, and quantitative findings. We also want to engage all interested project team members and key stakeholders in determining future vision and action plan steps for the City's parks and recreation needs. During review of the Findings, we will facilitate a **Visioning Strategies and Recommendations Workshop** that will include an analysis of all findings, including operational feasibility, political or historical constraints, and any other potential challenges. We will also identify opportunities for implementation steps, work plans, and funding implications.

This Workshop will help provide an articulated guiding vision for future acquisition, development, and maintenance of recreation facilities, with goals, desired outcomes, and standards identified to direct policy and acquisition for existing and proposed facilities.

F. DRAFT RECOMMENDATIONS, FINAL PLANS, PRESENTATIONS, AND DELIVERABLES

Following review of the Findings, we will facilitate development of **Visioning Strategies** that will include analysis of the key issues identified from the findings, and any other potential challenges. We will also identify opportunities for implementation steps, work plans, and funding implications. This will help provide an articulated guiding vision for future acquisition, and facility and program development with goals, desired outcomes, and standards identified to direct policy and acquisition for existing and proposed facilities.

Recommendations

Based on the analysis of demographic information, participation, needs and desires, operations and maintenance, land use trends, level of service gaps, and projected impact of future trends, recommendations will be developed addressing needs for parks, acquisition, and opportunities for available funding.

- Specific projects, programs, and areas where new or enhanced park services will be identified.
- A ratings system to prioritize needs will be developed.

Action/Implementation Plan

We will work with the project team to rank and prioritize recommendations, balancing needs and cost/benefit analyses, financial and staffing capacity, and budgetary realities. The product of this task will be a set of recommendations with strategies, priorities, and identification of budget support funding mechanisms phased into immediate, near-term, and long-term timeframes addressing needs regarding land acquisition, along with the development of parks and recreation facilities. An Action Plan including costs, potential funding mechanisms, timing, and responsible party will be developed.

Deliverables

Deliverables will include all aspects outlined in the preceding tasks, summarized as:

- A detailed work plan identifying a schedule for completion.
- For the Draft Plan: One (1) electronic copy in a format suitable for publication on the website.
- For the Final Plan: One (1) hard copy and one (1) electronic copy for publication on the website.
- All written materials, graphics, and data shall be delivered in paper and digital format consistent with the City's software.

SITE-SPECIFIC CONCEPTUAL PLANNING FOR O'NEIL PARK & THE RECREATION CENTER

Both GreenbergFarrow and Water Technology, Inc. will assist with the O'Neil Park Master Plan capital aspects, and BLDD will assist with the Recreation Center capital aspects. GreenPlay will assist with all needs assessment, feasibility, management, and operational concepts. The following section includes some additional detail for these two projects, but these projects will run concurrently and efficiently with the Master Plan process to assess how they will fit into the community system as a whole.

O'NEIL PARK MASTER PLAN

A. COMMUNITY AND STAKEHOLDER ENGAGEMENT

Public Process and Stakeholder Engagement

During the Community and Stakeholder Engagement process of the Comprehensive Parks and Recreation Plan, we will simultaneously gather input for the O'Neil Park Master Plan component and the recreation center feasibility component.

Conceptual considerations will be given to the following elements:

- New aquatic center
  - Wave Pool
  - Competition Swimming
  - Diving Area
  - Slides
  - Spray Park
  - Lazy River
- Larger Playground Equipment
- Larger Skate Park
- Tennis Courts
- Pickleball
- Concession Stand
- Restrooms

B. MARKET, PROGRAM, AND MAINTENANCE ANALYSIS



We will use the results of the trends and demographics analysis developed during the Parks and Recreation Comprehensive Plan to inform the recommendations for this part of the project. Trends to be evaluated for this phase will be focused on O'Neil Park amenities and programs, and aquatics.

Strengths, Weaknesses, Opportunities, and Threats (SWOT) Analysis

To develop a short-term and long-term strategy for the future planning of the O'Neil Park site, we will conduct a SWOT Analysis of the community's current facilities and services. This will present project representatives with an evaluation of various internal and external factors as they relate to the area. This process will help to identify any deficiencies in the provision of services and programs. We will analyze:

- Programs and services
- Capacity
- Configuration
- Spatial allocation
- Amenities
- Administrative management and revenue generation
- Maintenance management
- Parking and traffic

C. SITE ANALYSIS AND CAPITAL IMPROVEMENTS

After validating the findings and creating the financial and operational alternatives, our team will work to draft a justifiable and realistic plan for the O'Neil Park renovation.

The plan will include formal **Recommendations**, along with an **Action and Implementation Plan**, which will summarize needs assessments, financial analysis, and overall outcomes and recommendations. Draft Plan Presentations will be presented to the staff, representative stakeholders, and the City Council. Revisions and recommendations will be incorporated into your Final Plan. We will work with you to address concerns presented with each site concept, as determined.

Phased Construction
If a project is planned to be phased, it is important to have a clear understanding of the goals for the overall finished project. Once that is determined, an understanding of the total budget and phased budgets will allow the project to be broken into logical phases. Phased cost estimates must also attempt to predict changes in the coming year's bid markets. Our team will become familiar with and develop an understanding of the needs and expectations of this project and recommend phasing that is logical, achievable, and maintainable.

Below is the process we would follow to complete the final site Master Plan:

Conceptual Design

- Prepare two concepts.
- Concepts to include imagery boards showing materials and elements to define character and theming.
- Review meeting with staff to discuss alternatives. Determine priorities and potential phasing plans.
- Progress updates with client – as needed, via phone and email.

Preliminary Master Plan – Based on staff and stakeholder input:

- Prepare a preliminary site Master Plan.
- Prepare a preliminary detailed and itemized cost estimate.
- Review meeting with Parks and Recreation Department to discuss preliminary site Master Plan, cost estimate, and determine priorities and phasing approach as necessary.
- Progress Updates with Client – as needed, via phone and email.
- Team coordination meetings and correspondence.



Eagle View Park Master Plan Completed by GreenbergFarrow

Final Master Plan – Based on final input

- Prepare a final rendered site Master Plan with an associated rendering.
- Prepare a final and refined itemized cost estimate.

D. FINANCIAL ANALYSIS, OPERATIONAL BUDGET AND PRO-FORMA

Once the site program is determined, we can conduct a summary analysis of existing and potential budgets, financial resources, capital improvement plans, cost recovery, pricing methodology, user fees, and, if appropriate, potential fee adjustments or increases for any recommended services and facilities. We suggest a focus on potential additional revenue generation to help cover operational and maintenance costs. We have effective methods for determining which types of revenue generation (if any) will be most appropriate for the community and this type of regional park. From this information, we can create a conceptual annual operating and maintenance budget projection.

Based on all of the information gathered throughout the process, GreenPlay will develop annual operational and maintenance budget projections to include conceptual expenses and revenues associated with park operations. The projected operational and maintenance budgets will include staffing levels, benefits, commodities, utilities, contractual services, pricing strategies, revenue opportunities, rentals, concessions, merchandising, programs, participation levels, events, cost recovery, and subsidy levels, along with any additional budget items identified by the City.

RECREATION CENTER FEASIBILITY STUDY

The third component of this Parks and Recreation Comprehensive Plan involves developing a study to determine whether the City needs a new recreation center, or if unmet recreation needs can be fulfilled by renovating the existing Lincoln Leisure Center. We know that components and siting to be evaluated during this study include:

- Number of Courts
- Ice Rink
- Indoor/Outdoor Pool
- Fitness Center
- Administrative Offices
- Running Path
- Programmable Classroom Space



A. COMMUNITY PROFILE AND MARKET ANALYSIS

Demographics and Population Projections

During the development of the Parks and Recreation Comprehensive Plan, our consultant team will provide a detailed demographic analysis. This information will be used to inform recommendations for this recreation center.

Trends Analysis

We will perform a detailed trends analysis as part of the Parks and Recreation Comprehensive Plan. Pertinent information from that analysis will be included in the recreation center study, including future recreational facility trends, interest and participation levels for a variety of activities, and what is new in the field of recreation centers.

B. PARTNERSHIP AND STAKEHOLDER IDENTIFICATION

To help the City to provide a quality recreation center that is sustainable in the long run, GreenPlay will evaluate funding resources and potential partnerships. It is feasible to examine the use of partnerships to fund improvements, future programming, and use of the center. GreenPlay has extensive experience researching options for alternative funding and partnership identification. Alternative Funding typically includes grants, donor programs, and/or partnerships. This may include partnerships with other businesses, governmental (federal, state, school, nearby agencies, etc.), and/or non-profit agencies, along with creation of policies and evaluation processes to help determine if they might be a "good fit."

The GreenPlay Team will help identify and convene key partners in the area through this planning process and will analyze which partnerships could be viable for the organization. Our team will:

- Identify key partners in the area and analyze potentially viable community partnerships.
- Identify strategies to address Public and Private Partnership opportunities, facilitate such partnerships, and minimize risk.
- Provide recommendations and sample documents that may be utilized to formulate a Partnership Policy that can be approved and implemented to help streamline the partnership opportunities.
- Provide traditional and alternative funding sources, potentially augmenting funding resources.
- Strategic partners and stakeholders will include, at a minimum:
  - Key strategic partners in the community
  - Subgroups among the partners such as existing customers, community organizations, education, advocacy groups, community businesses, etc.

C. CONCEPTUAL FACILITY ELEMENTS

Ranking and Prioritizing Demand and Opportunities
To develop a short-term and long-range strategy for the future planning of potential programs and service provisions to be fulfilled by the recreation center, we will use a variety of tools and findings from previous tasks. These methodologies provide easily understood information that help to guide staff and officials in decision making from this point forward. Recommendations will be made regarding programs and services that can be offered to enhance aquatics provisions. In addition, the decided upon parameters become easily explainable to the public and can be used to provide presentations and justification as needed for development of the new recreation center.

We will also use these tools to develop priorities for the center's service and program needs, along with recommendations on how different members of the partnership can contribute to the provision of services and programs. We will pay particular attention to the programming aspects and relationships and identification of those offerings that will encourage people to utilize the center.

Facility Building Criteria
BLDD Architects and Water Technology, Inc. will evaluate the components and potential costs for building a new center vs. renovating the Lincoln Leisure Center. Analysis will focus on the building's design implications and conceptual costs associated with each design, along with existing and proposed amenities. We have strong experienced in creating justifiable recommendations for these types of facilities and operations.

Facility Design
It is clear that we need to consider and utilize what we have learned and allow for follow up public input from the community to verify that the program elements are appropriate. Our team will consider the following:

- Participatory activities to generate project input including:
  - Identification of potential costs of programming components
  - Activities that will assist in building consensus and determining program components and space allocation requirements that will best meet community needs
  - Priorities and phasing options
- Project Capital Budget
  - A capital model matrix will be prepared based on the suggested conceptual building program to include:
    - Construction budget based on the building program
    - Suggested FF & E (fixture, furniture, and equipment budget)
    - Site and utility development/improvement/restoration budget
    - Contingencies
    - Future phases
    - Alternatives



Fitness and Recreation Center, Heartland Community College | Normal, IL Design completed by BLDD

D. FINANCIAL RESOURCES AND EXPENDITURE ANALYSIS

Funding public facilities is always difficult, and even more so now with our current economic realities. We recognize the challenges already identified by the City. We understand that while recreation and community centers provide a positive quality of life and indirect economic benefit, they are also costly to build, operate, and maintain.

We know that generally, public facilities are not run at a "profit" from fees and charges. We feel that our role is to help identify the real needs, financial impacts, and potential mechanisms for building workable facilities that consider both. We can work to create facilities desired by the public that reach the highest possible cost recovery goals, along with innovative mechanisms for alternative funding to cover needed costs beyond those covered by fees and charges. Our team will evaluate potential partnerships and other alternative funding mechanisms to build and operate this center in a cost-effective manner, while still meeting the needs of the community.

Based on the demographic analysis, potential user groups input and trends, recommendations will be made for inclusions and or deletions of space components for the existing center and/or the new community recreation center. This information will also provide initial indication of probable financial performance based on project vision, stakeholder input and market potential and restrictions. The developed assumptions, of which we are aware, will provide a "relative" sense of what the performance might be. However, there will be many assumptions made about operations driving revenues and expenditures that could vary greatly from what might happen with the policies of your particular organization.

E. RECOMMENDATIONS AND IMPLEMENTATION STRATEGIES

After validating the building program and creating the financial and operational alternatives, our team will work to draft justifiable and realistic plans for the future recreation facility. The plans will summarize needs assessments, financial analysis, and design process. Draft Plan Presentations will be presented to the staff, representative stakeholders, and citizens. Revisions and recommendations will be incorporated into your Final Plan.

PROPOSED PROJECT TIMELINE

GreenPlay typically prepares similar plans within 10-12 months; however, we understand that the City would like this project to be completed by December 2017. We will allocate appropriate resources to meet the deadlines. To meet this schedule, we request that the City's project staff be responsive with turnaround on review and approval of documents, and we will work jointly to lay out a mutually agreed upon detailed timeline upon award of the project in order to meet this timeframe. Our team recognizes the need to be both flexible and efficient as part of a community planning process. We will conduct and attend the necessary number of meetings in order to complete this project in a way that works specifically for your agency. **We have never missed a project end date due to internal GreenPlay workloads.**

City of Bloomington, Illinois
Parks and Recreation Comprehensive Plan
O'Neil Park Master Plan
Recreation Center Study

Tasks and Key Meetings	Months									
	F	M	A	M	J	J	A	S	O	N
A. Strategic Kick-Off and Determination of Critical Success Factors	X									
B. Values, Vision, and Mission Development		X			X					
C. Community and Stakeholder Engagement		X			X					
Statistically-Valid Survey		X			X					
D. Inventory and Level of Service Analysis		X			X		X			
E. Action/Implementation Plan and Funding Analysis					X		X			
O'Neil Park Conceptual Plannning		X			X		X			
Recreation Feasibility Planning		X			X		X			
F. Draft and Final Master Plan and Deliverables					X		X	X		

X = Key Meetings and Presentations




GREENPLAY LLC
The Leading Edge In Parks, Recreation,
And Open Space Consulting

V. COST PROPOSAL

PROPOSAL FORM

RFP #2017-27

Professional Planning and Consulting Services for Bloomington Parks & Recreation Comprehensive Master Plan

The proposer agrees to contract with the City of Bloomington to provide all necessary services, labor, documents and any other means to do all the work and furnish all the materials specified in the proposal in the manner and time therein as set forth by the proposer and that the proposer will take in full payment the amount set forth hereon. The cost of all labor, material and equipment necessary for the completion of the proposed work, even though not shown or specified, shall be included in the total price for the various items shown herein.

We further agree to complete all of the above work in a complete, neat, and workmanlike manner. The proposer certifies by signature below that it has not been barred from contracting with a unit of State or Local government in the State of Illinois as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

Project Total Cost $ 114,999 (see attached)

GreenPlay, LLC — Name of Company

Teresa L. Pembrook — Authorized Signature

1021 E. South Boulder Rd., Suite N — Address

Louisville — City

CO — State

80027 — Zip

(303) 870-3884 (direct) — Telephone Number

N/A — Fax Number

teresap@greenplayllc.com — Email Address

02/03/2017 — Date

TASKS	GreenPlay	Greenberg Farrow	BLDD	WTI	Design Concepts	PRG	Total
A. Strategic Kick-Off and Determination of Critical Success Factors	$3,150	$500	$500				$3,650
B. Community Engagement	$8,295	$1,500	$500	$500			$10,295
Statistically-Valid Survey	$1,050	$500	$500	$500		$10,500	$12,550
C. Inventory & Level of Service Analysis	$3,150	$500	$1,000	$2,000	$10,000		$5,650
D. Action Plan and Funding Analysis	$7,245	$3,000	$1,500		$6,000		$10,245
O'Neil Park Master Plan	$6,300	$3,000		$3,000			$12,300
Recreation Center Feasibility Study	$6,300	$2,000	$5,000	$3,000			$11,300
E. Draft and Final Plans, Presentations and Deliverables	$14,509	$2,500	$2,000	$2,000	$3,000		$19,009
Totals	**$49,999**	**$13,500**	**$11,000**	**$11,000**	**$19,000**	**$10,500**	**$114,999**

This project is billed as Firm-Fixed Fee, meaning that all travel and reimbursables are built into the per task cost.

GreenPlay typically submits an invoice for payment to the project manager/primary contact person on a monthly basis. Each invoice includes a brief description of the services provided and percentage of Scope completed to date. Invoices past due over 60 days will accrue 1.5% interest per month. Other structures for compensation and payment can be negotiated prior to contract award.

Fee Basis
GreenPlay has established an inclusive fee schedule that covers the salaries of our professional project staff and of support staff who enable them to function effectively and efficiently. We consider the prevailing rates in our industry and the level of specialized expertise that we provide.

For projects such as this, which require more than 100 hours of work, GreenPlay typically recommends and proposes using a **Firm-Fixed Price** model for compensation. This means that the contract is based on a projected number of hours, but the compensation is actually based on the completion of pre-determined contracted tasks identified in the Scope of Work and within a pre-specified timeline. This typically works well for the client, ensuring that all work is accomplished regardless of the time required to complete each task. In the event that the contracted **Scope of Work** is changed by the client during the project, GreenPlay can adjust total contract fees accordingly based on our regular hourly rates. This project is proposed as a Firm-Fixed Rate Fee project; therefore, individual hourly rates and projected number of hours are not applicable.

Our rates include:
- All deliverables as outlined in the Scope of Work.
- Professional staff, sub-consultant, and administrative salaries.
- All office overhead, equipment, utilities, and consulting insurances.
- Taxes, employee benefits, and Worker's Compensation.
- Administrative support staff and supplies, and local travel.
- Work Products and meetings as outlined in the Scope of Work.
- All travel costs are built into the firm-fixed fee.

Rates do not include:
- Materials and services outside of the pre-specified Scope of Work (may include extra meetings, requested copies and printing of work products).
- Geotechnical services and reports
- Topographic and boundary surveys (site surveys)
- Site Testing
- Project related legal and safety consultant services
- Permits and fees borne by the agency
- Detailed schematic and construction documents

As a baseline:
GreenPlay's rate for additional services is based on an average of $150 per hour if not proposed as "firm-fixed fee." For sub-consultants, hourly rates range from $60 to $150 per hour, depending on the task. As this project is based on a firm-fixed fee, our consultants will dedicate the necessary time to complete the project. Our sub-consultant team members set their hourly rates according to their individual firm fee schedules. While the hourly rates may sound high, when considering the costs for implementing additional experienced and professional full-time staff, benefits, insurances, office space, computers and equipment, support staff, utilities, etc., we find that this rate is usually comparable to or lower than what an agency would spend for in-house staff. An additional benefit is that when the project is finished, the expense ends. GreenPlay typically submits an invoice for payment to the project manager/primary contact person on a monthly basis. Each invoice includes a brief description of the services provided and percentage of Scope completed to date. Invoices past due over 60 days will accrue 1.5% interest per month.

GreenPlay Policy on Project Delays
GreenPlay team members strive to complete our projects in a timely and efficient manner. We will work with your Project Manager to set an expedient and realistic "contracted end date" during our Strategic Kick Off session. This policy takes into consideration delays due to operational and approval constraints, scheduling, and other internal and external factors.

There is an added cost for GreenPlay when projects are extended beyond a contracted end date, including staff reassignment, loss of capacity to perform other work, and administrative schedule changes that may impact other projects. Our policy on project delays can be discussed during the Contract Negotiations phase.

CONSULTANT COMPLIANCE WITH PUBLIC ACT 85-1295:

The offeror certifies by signing this statement that this Proposal is made without prior understanding, agreement or accord with any other person submitting a Proposal for the same product or service and that this Proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Furthermore, the firm certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment as well as civil damages. The offeror also understands that failure to sign this statement will make the bid non-responsive and unqualified for award.

Teresa Penbrooke 02/3/17 _____ _____

Print Name & Date Authorized Signature

GreenPlay, LLC _____

Company Name

INSURANCE:

Offerors providing a service or installing equipment on or about City property shall provide to the City Clerk evidence of Comprehensive, Liability, and Workman's Compensation insurance prior to commencement of work on City property. The offeror guarantees to save the City, its agents or employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the offeror is not the patentee, assignee, or licensee.

Furthermore, the offeror hereby agrees to save and hold harmless and indemnify the City from and against all injury, death, damage, loss, claims and liability caused by or arising out of the performance of this agreement by the Offeror, its employees, agents or sub-offerors. This agreement extends to all claims, of any nature, whether made by the Offeror's employees or third parties.

Teresa Penbrooke 02/3/17 _____ _____

Print Name & Date Authorized Signature

GreenPlay, LLC _____

Company Name

GIFT BAN ACT:

I certify that GreenPlay, LLC (print company name), its officers, employees and agents, have not made any gifts to officers or employees of the City of Bloomington in violation of Illinois Compiled Statutes, 5 ILCS 430/Article 10, State Officers and Employees Ethics Act (commonly known as the "Gift Ban Act"). The Act is available online at: http://www.ilga.gov/legislation/ilcs/ilcs4.asp?DocName=000504300HArt%2E+10&ActID=2529&ChapterID=2&SeqStart=1700000&SeqEnd=2200000 under.

I further certify that as an Offeror, I have not violated the Bloomington City Code Chapter 2, Administration; Article I, Section 8: Officers and Employees Generally: Section 8a Prohibition on the Solicitation and Acceptance of Gifts; and 8b State Officials and Employees Ethics Act. This section of the Bloomington City Code is available online at http://www.cityblm.org/code.asp?show=section&id=3450.

Teresa Penbrooke 02/3/17 _____

Print Name & Date Authorized Signature

GREELLC-03 EDOHERTY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/27/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
DCInsurers - Lakewood
1074 South Alkire Street
Lakewood, CO 80228

CONTACT NAME:
PHONE (A/C, No, Ext): (303) 987-3373 FAX (A/C, No): (303) 969-9120
E-MAIL ADDRESS: john.ossian@dcinsurers.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Hartford	
INSURER B : Pinnacol Assurance	41190
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
GreenPlay, LLC
1021 South Boulder Road
Suite N
Louisville, CO 80027

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$	2,000,000
	CLAIMS-MADE X OCCUR			34SBAIR6876	05/01/2016	05/01/2017	DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	10,000
							PERSONAL & ADV INJURY	$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	4,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	4,000,000
	OTHER:							$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
A	X ANY AUTO			34UECJJ1390	05/01/2016	05/01/2017	BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$	
								$	
	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$	1,000,000
A	EXCESS LIAB CLAIMS-MADE			34SBAIR6876	05/01/2016	05/01/2017	AGGREGATE	$	
	DED X RETENTION $ 10,000						Gen Aggregate	$	1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER		
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N / A (Mandatory in NH)			4019301	05/01/2016	05/01/2017	E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
If you would like to be a certificate holder your name and address must be listed here. For faster delivery, please provide a valid fax number or E Mail address

CERTIFICATE HOLDER

For Informational Purposes only
Company Name
Address
City State Zip

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Client#: 1083094 GREENLLC5

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/14/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Colorado, LLC Sm C/L P.O. Box 7050 Englewood, CO 80155 800 873-8500	CONTACT NAME: PHONE (A/C, No, Ext): 800 873-8500 FAX (A/C, No): 303 831-5295 E-MAIL ADDRESS:
INSURED Greenplay, LLC. 1021 E. South Boulder Road Suite N Louisville, CO 80027	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Hanover Insurance Company — 22292 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability (Claims Made)			LH4815923106	05/01/2016	05/01/2017	$2,000,000 Per Claim & Aggregate $5,000 Ded.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For Information Only
N/A
N/A, CO 0N/A--000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Valerie Howard

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CITY OF BLOOMINGTON
COMMUNITY RELATIONS DIVISION

City of Bloomington
Community Relations Division
109 E. Olive Street
Bloomington, IL 61701
(309) 434-2215 **(309) 434-2831 (Fax)**

Failure to properly complete this form prior to the execution of a contract with the City of Bloomington, or within 7 days after a request for submission of this report, will result in it being returned unprocessed thereby resulting in a delay or denial of eligibility to bid or do business with the City of Bloomington.

Section I. Identification

1. Company Name and Address:

   Name: GreenPlay, LLC

   D/b/a: _____

   Address: 1021 E. South Boulder Rd., Suite N

   City/State/Zip: Louisville, CO 80027

   Telephone Number(s) Area Code: (303) 439-8369

Check one of the following:

Corporation **Partnership** **Individual Proprietorship** **Limited Liability Corp.**

2. Name and Address of the Company's Principal Office (answer only if not the same as above).

   Name: Same

   Address: _____

   City/State/Zip: _____

3. Major activity of your company (product or service):

Section II. Policies and Practices

Description of EEO Policies and Practices

A. Is it the Company's policy to recruit, hire, train, upgrade, and discipline persons without regard to race, sex, color, religion, national origin, age, mental and/or physical disability, and sexual orientation?

YES X NO _____

B. Has someone been assigned to develop procedures, which will assure that the EO policy is implemented and enforced by managerial, administrative, and supervisory personnel? If so, please indicate the name and title of the charged with this responsibility.
Name: Jana West
Title: Office Manager
Telephone: 303-439-8369

C. Has the Company developed a written Equal Opportunity Plan? **Note: A copy of the Equal Opportunity Plan must be submitted with this form in order to be considered eligible to do business with the /city of Bloomington.** If you would need technical assistance in developing your plan, please contact the Community Relations Office at: (309) 434-2215.

YES _____ NO X We have an Equal Opportunity Employment Policy, which is included with this submittal, but no formal Equal Opportunity Plan.

D. Has the Company developed a written policy statement prohibiting Sexual Harassment? Please attach a copy of the policy statement.

YES X NO _____

E. Have all recruitment sources been notified that the Company will consider all qualified applicants without regard to race, color, age, sex, national origin, religion, mental and/or physical disability, or sexual orientation?

YES X NO _____

F. If advertising is used, does it specify that all qualified applicants will be considered for employment without regard to race, color, age, sex, national origin, religion, mental and/or physical disability, or sexual orientation?

YES X NO _____

G. Has the consultant notified all of its sub-consultants of their obligations to comply with the Equal Opportunity requirements either in writing, by inclusion in sub consultants purchase orders?

YES X NO _____

H. Is the Company a state certified minority/female owned business? If yes, please attach a copy of the state certification.

YES X NO _____

I. Does the Company have collective bargaining agreements with labor organizations?

YES _____ NO X

J. Has the labor organization been notified of the Company's responsibility to comply with the Equal Employment Opportunity requirements in all contracts by the City of Bloomington?

YES _____ NO X

Section III. Employment Information

A. Please complete the company workforce analysis form on the bottom of this page. Use the number of employees as of the most recent payroll period. Be sure to complete all applicable columns.

Officials and Managers and Professionals

B. Job Classifications (See descriptions attached)

C. Identify the geographical area(s) from which the company may reasonably recruit employees (use city, county, SMSA, or distance in miles from your company location.

We recruit employees from all over the country.

D. If minorities and women are currently under-utilized in your workforce, please attach a copy of an explanation for your plan to recruit and hire minorities and women.

Section IV. Certification

The Company certifies that it has answered all of the foregoing questions truthfully to the best of its knowledge and belief. The Company also agrees that it will comply and abide by the City of Bloomington's Contract Compliance Ordinance and the City of Bloomington Human Relations Ordinance.

Teresa L. Penbrooke	Teresa L. Penbrooke, CEO and Founding Managing Member	303-870-3884	02/03/2017
Signature:	**Print Name & Title**	**Telephone Number**	**Date**

CITY OF BLOOMINGTON
COMMUNITY RELATIONS DIVISION

CONTRACT COMPLIANCE
WORKFORCE ANALYSIS

Job Categories	**Overall Totals**		**White(**Not Of Hispanic origin)		**Black of African American (**Not of Hispanic Origin)		**Hispanic of Latino**		**Asian of Pacific Islander**		**American Indian or Alaskan Native**	
	M	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)
Officials & Managers	2	2	2	2								
Professionals	7	3				1						
Technicians												
Office & Clerical												
Craft Workers (skilled)												
Operatives (semi-skilled)												
Laborers (unskilled)												
Service Workers												
TOTAL	9	5	2	2		1						

M= Male, Column B is sum of rows D, F, H, J, and L 9

F= Female, Column C is sum of Rows E, G, I, K, and M 6

Date of above: 02/03/2017

Name of person that compiled the above data: Alaina Brandenburger

Info at Greenplay

From: City and County of Denver <denver@mwdbe.com>
Sent: Thursday, August 04, 2016 1:25 PM
To: Info at Greenplay
Subject: City and County of Denver: M/WBE Approval

Teresa Penbrok
GREENPLAY, LLC
1021 E SOUTH BOULDER RD STE N
LOUISVILLE, CO 80027-2548

Dear Teresa Penbrok:

SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions

The City and County of Denver's Division of Small Business Opportunity (DSBO) has approved GREENPLAY, LLC for certification as a Minority/Women Business Enterprise (M/WBE). GREENPLAY, LLC will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

August 4, 2016 to August 3, 2017

Listed below is each NAICS code and Work Specialty for which GREENPLAY, LLC is certified. Please verify your NAICS codes and work specialties as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

DENVER-541611: ADMINISTRATIVE AND GENERAL MANAGEMENT CONSULTING SERVICES
DENVER-541611: FINANCIAL MANAGEMENT CONSULTING (EXCEPT INVESTMENT ADVICE) SERVICES
DENVER-541611: RECORDS MANAGEMENT CONSULTING SERVICES
DENVER-541618: OTHER MANAGEMENT CONSULTING SERVICES
DENVER-541690: ECONOMIC CONSULTING SERVICES

WORK SPECIALTY:

Management Consulting for Parks, Recreation, Open Space and Related Qualify of Life Agencies.

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an M/WBE.

Affirmative Action Policy

GreenPlay, LLC is an Equal Opportunity/Affirmative Action employer. GreenPlay, LLC will not tolerate discrimination against any employee because of race, color, national origin or ancestry, gender, age, religious convictions, sexual orientation, or disability.

GreenPlay, LLC is committed to providing equal employment opportunities to all individuals without regard to race, color, religion, sex, national origin, age, disability, marital status, sexual orientation, or any other characteristic protected by law. For further information about the applicability of Federal Equal Opportunity Laws, including the Americans with Disabilities Act, the Equal Pay Act, the Age Discrimination in Employment Act, www.eeoc.gov.

GreenPlay, LLC does not discriminate on the basis of gender in compensation or benefits for women and men who work in the same establishment and perform jobs that require equal skill, effort, and responsibility and which are performed under similar conditions.

GreenPlay, LLC will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. An employee with a disability for which reasonable accommodation is needed should bring this to the attention of the Office Manager to discuss possible solutions.

Employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of the Owners. Employees can raise legitimate concerns and make good faith reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including discharge

CITY OF Bloomington ILLINOIS

ADDENDUM NUMBER 1: January 27, 2017

RFP #2017-27

Professional Planning and Consulting Services
for Bloomington Parks & Recreation Comprehensive Master Plan

1. **Is it also possible to get a plan holders list?**
   Yes, please see Exhibit A.

2. **Can you tell me what you have budgeted for this project? If you do not have an exact number can you give us a range?**
   It is not the City's practice to release this information. The City's Annual Budget may be found on the City's website at: http://www.cityblm.org/government/departments/finance/annual-budget.

3. **Can you tell me how many people have requested copies of the RFQ?**
   Please see the copy of the City's plan holders in Exhibit A.

4. **The current indemnification language is uninsurable under professional liability policies. Would the City be open to revising the indemnification language to make sure the project is properly insured?**
   The indemnification language is standard in all City contracts and a requirement of this contract.

5. **Can you please clarify which insurance certificates/policies the City should be listed as an additional insured?**
   The City shall be listed as an additional insured on all coverage required on page 10 of the RFP packet.

GreenPlay, LLC
Firm

Authorized Signature

02/03/17
Date

PLEASE NOTE: Failure to return the signed addendum with your sealed RFP will result in disqualification from this RFP.

Misty Shafer
Procurement Specialist 01/27/17

REGULAR AGENDA ITEM NO. 8F

FOR COUNCIL: April 24, 2017

SUBJECT: Consideration of an Ordinance approving a Contract to purchase the four (4) parking lots owned by Frontier Communications south of the BCPA and east of East Street.

RECOMMENDATION/MOTION: That the Ordinance approving a contract to purchase commercial real estate located at 206 Douglas Street, 509 N. East Street, 209 Douglas Street and 222 E. Market Street, all in Bloomington, Illinois, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 3: Grow the Local Economy; Goal 4: Strong Neighborhoods; Goal 5: Great Place – Livable, Sustainable City; Goal 6: Prosperous Downtown Bloomington.

STRATEGIC PLAN SIGNIFICANCE: Objective 3a. Retention and growth of current local businesses; 3b. Attraction of new targeted businesses that are the "right" fit for Bloomington; 3c. Revitalization of older commercial homes; 3d. Expanded retail businesses; 3e. Strong working relationship among the City, businesses, economic development organizations. Objective 4c. Preservation of property/home valuations; 4d. Improved neighborhood infrastructure; Objective 5b. City decisions consistent with plans and policies; 5c. Incorporation of "Green Sustainable" concepts into City's development and plans; 5e. More attractive city: commercial areas and neighborhoods. Objective 6a. More beautiful, clean Downtown area; 6b. Downtown Vision and Plan used to guide development, redevelopment and investments; 6c. Downtown becoming a community and regional destination; 6e. Preservation of historic buildings.

BACKGROUND: For many years, City officials have contemplated the acquisition of the surface parking lots in the blocks south of the Bloomington Center for Performing Arts (BCPA) and east of East Street to provide public parking for patrons of Downtown businesses and the BCPA and to also beautify this area of the Downtown.

The City's interest in and discussions related to acquiring the four (4) parking lots owned by Frontier Communications (Frontier) in this area was renewed two years ago. At that time, the City examined multiple strategic land acquisition strategies which could assist in the continued revitalization of the Downtown and further support the BCPA. The City accordingly investigated the potential for the acquisition of the four parking lots owned by Frontier in this area (Lots A, B, C, and D as detailed in the attached map).

Initial discussions between Staff and local Frontier representatives were held which then led to negotiations with Frontier's commercial property broker and corporate real estate department based in Connecticut. City staff obtained an appraisal of the subject properties and used that appraisal as a basis for the negotiation of the acquisition price.

The subject properties were acquired and assembled many years ago by Frontier's predecessor, General Telephone & Electric Corporation (GTE) which then became Verizon Communications. Due to the nature in which the properties were acquired by GTE and each parcel's varied historical use, the City intends to conduct a thorough due diligence of each parcel including testing for potential environmental contaminants. Should one or more of the parcels be determined to be unsatisfactory in any way, the purchase contract permits the City to exclude the unwanted parcel(s) from the final purchase transaction or to terminate the purchase contract in its entirety.

Staff recommends approval of the proposed purchase contract. Support for the City to acquire or to assist in the promotion of the redevelopment of these properties has been included in:

1.) The 1998 Downtown Bloomington Vision and Strategic Plan authored by Camiros, Ltd. recommend improving the organization and administration of parking in the Downtown (p. 32) and also suggested that the Frontier parking lots be redeveloped into a mix of commercial and residential uses (p. 39).

2.) The 2001/2002 Cultural District Master Plan prepared by Smith-Group JJR illustrated an expanded park space south of the BCPA and a parking garage on the site of the Frontier parking lots.

3.) The 2004 Cultural District plans for Festival Park prepared by Thompson Dyke & Associates illustrated an expanded park space south of the BCPA.

4.) The Downtown Bloomington Strategy / Master Plan (Adopted December 9, 2013) recommends that a parking structure be built on the block bounded by East Street, Douglas Street, and Market Street (Parking Recommendations, pages 50-51) or that this block host a mixed-use development or townhomes (Illustrative Master Plan - Northeast Quadrant, p. 31).

5.) The Comprehensive Plan 2035 (adopted August 24, 2015) contains the following recommendations related to parking and existing surface parking lots in the Downtown:

D-1.4e: Improve parking access/facilities for Downtown residents (p. 103).
D-2.6b: Coordinate parking deck access points and side street parking to support longer-term parking along couplet (p. 105).
D-2.7b: Make infrastructure changes or recommendations, including parking, streetscape, and signage [to support the Farmers' Market] (p. 105).
D-4.1c: Establish landscaping standards for parking to manage stormwater, provide shade and aesthetic benefits [to promote a clean, safe Downtown] (p. 106).
D-5.1: Improve parking conditions and access and encourage shared public and private parking supplies (p. 107).
D-5.1a: Ensure that public parking is positioned for access to multiple destinations (p. 107).
D-5.1c: Investigate innovative parking solutions for effective parking management in Downtown (p. 107).

D-5.1f: Adopt parking code revisions consistent with appropriate standards for Downtown district (p. 107).
D-5.1g: Require screening of parking facilities from street right-of-way using landscaping (p. 107).
D-5.1h: Encourage interior parking within building footprints (p. 107).
D-5.1i: Coordinate shared private parking arrangements (p. 107).
D-5.2c: Identify a Downtown location for transportation sharing services, including accessible office space and vehicle/bicycle parking [to promote a walkable, bikeable Downtown] (p. 108).

Staff further recommends approval of the proposed purchase contract as the ability for the City to acquire these four strategically located parcels / parking lots in one transaction from a single, motivated seller, represents a unique opportunity that should not be overlooked. As currently configured, the four parking lots contain a combined +/-165 parking spaces which can immediately be utilized by patrons of the BCPA and area downtown businesses with no additional investment by the City other than the potential purchase and installation of signage indicating that the parking lots are now City-owned and available for public use.

In the near term, the City could consider adding landscaping to the existing parking lots to increase the attractiveness of the area and help to blend the parking lots with nearby Lincoln Park (the park area south of the BCPA). In the long term, as detailed in the Downtown Bloomington Strategy / Master Plan, this site could host a parking deck which would provide additional parking capacity for the BCPA and nearby downtown businesses. Additional commercial or residential development could be incorporated with a new parking deck on this site that would be synergistic to the BCPA and the Downtown.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Since the late 1990s through the present, many Downtown stakeholders including property owners, business owners, and residents of both the Downtown and the City as a whole have participated in focus groups, working groups, boards, and commissions that were involved in drafting and reviewing the master plans outlined above which lend support to the proposed acquisition of the subject properties by the City. More recently, appropriate Department Directors, Managers, and representatives from Administration, Public Works, Community Development, and Finance have provided input on the acquisition of the subject property and the proposed purchase contract.

FINANCIAL IMPACT: The proposed purchase contract outlines an acquisition price of $961,000 for all four (4) parcels. Should the City choose to exclude one or more parcels from the final purchase transaction, the purchase price would then be adjusted based on the schedule outlined in Exhibit B of the contract. Once the final transaction amount has been determined, staff will determine the appropriate financing instrument.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: The ongoing maintenance of the subject properties (surface parking lots) after acquisition by the City will be incorporated into the City's Facilities operations. As part of the City's due diligence process after Council approval of the purchase contract (prior to acquisition), a professional detailed analysis of the surface asphalt will be conducted in each

parking lot to better inform staff of the present conditions and to aid in forecasting long-term maintenance costs. Additional ongoing operating expenses will be incurred for clearing snow from the subject parking lots in the winter in addition to parking areas already owned and maintained by the City.

Respectfully submitted for Council consideration.

Prepared by:	Austin Grammer, Economic Development Coordinator
Reviewed by:	Tom Dabareiner, Community Development Director
Financial & budgetary review by:	Chris Tomerlin, Budget Analyst Carla A. Murillo, Budget Manger
Legal review by:	Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Map of the Subject Properties
- Relevant renderings from Master Plans
- Ordinance approving the proposed purchase contract
- Proposed Purchase Contract

Frontier Communications Corporation Property – Downtown Bloomington, IL



Parcel #	PIN	Address	Size in Sq Feet	Parking Spaces
A	2104184010	206 Douglas Street	7,797	24
B	2104185005	509 N East Street	15,260	37
C	2104257013	209 Douglas Street	12,569	40
D	2104257014	222 E Market Street	21,830	64
TOTALS:			57,456	165



Proposed Improvements

1. **Gateway**
2. **Park**
3. **Grand Fountain**
4. **Covered Walkway**
5. **Plaza**
6. **Architecturally Designed Parking Deck**

Conceptual Site Plan – Phase 1

Cultural District Master Plan - Bloomington, Illinois

SmithGroup JJR



Perspective Sketch

Cultural District Master Plan - Bloomington, Illinois

SmithGroup JJR

Thompson Dyke & Associates Festival Park Concept Plan (2004)



ORDINANCE 2017 - _____

AN ORDINANCE APPROVING A CONTRACT TO PURCHASE COMMERCIAL REAL ESTATE LOCATED AT 206 DOUGLAS STREET, 509 N. EAST STREET, 209 DOUGLAS STREET AND 222 E. MARKET STREET, ALL IN BLOOMINGTON, ILLINOIS

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

SECTION 1. That the Contract to Purchase Commercial Real Estate between the City of Bloomington and Frontier North, Inc., attached hereto as Exhibit A (the "Contract") is hereby approved and the Mayor and City Clerk are authorized to execute the Contract.

SECTION 2. That the Mayor, City Clerk and City Manager are authorized to undertake any action necessary to implement the terms of the Contract.

SECTION 3. 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 4. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 5. This ordinance shall be effective immediately after the date of its publication as required by law.

SECTION 6. 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 April, 2017.

APPROVED this _____ day of April, 2017.

APPROVED:

_____
Tari Renner, Mayor

ATTEST:

_____
Cherry Lawson, City Clerk

CONTRACT TO PURCHASE COMMERCIAL REAL ESTATE

This Contract to Purchase Commercial Real Estate ("Contract") is made this ____ day of _____, 2017, by FRONTIER NORTH, INC., a Wisconsin corporation (hereinafter referred to as "Seller"), and the CITY OF BLOOMINGTON, ILLINOIS, an Illinois municipal corporation (hereinafter referred to as "Purchaser").

RECITALS

In consideration of the covenants and agreements of the respective parties, as set forth below, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase and take from Seller, the real property situated in Bloomington, McLean County, Illinois, and particularly described as follows: Parcel A - 206 Douglas Street, Bloomington, IL; Parcel B - 509 N. East Street, Bloomington, Illinois; Parcel C - 209 Douglas Street, Bloomington, IL; and Parcel D - 222 E. Market Street, Bloomington Illinois, hereinafter referred to as "Real Property".

Legal Descriptions attached on **Exhibit A** hereto.

All being in Bloomington, McLean County, Illinois.

Tax I.D.:	Parcel A (206 Douglas Street):	#21-04-184-010
	Parcel B (509 N. East Street):	#21-04-185-005
	Parcel C (209 Douglas Street):	#21-04-257-013
	Parcel D (222 E. Market Street):	#21-04-257-014

Together with all privileges, rights, easements, hereditaments and appurtenances to it.

The Real Property and the foregoing being purchased and described above is collectively referred to hereafter as the "Property."

The following terms, provisions, and conditions are further agreed to:

1. PRICE.

The Purchase Price for the Property is Nine Hundred Sixty-One Thousand Dollars and No/Cents ($961,000.00) ("Purchase Price"), payable in cash, bank check, or by wire at Closing, subject to any adjustments and/or prorations below. Purchaser shall pay Five Thousand and 00/100 Dollars ($5,000.00) as earnest money (the "Earnest Money") to be deposited into a title company's "non-interest" bearing escrow account no later than five (5) business days following acceptance of this contract. At Closing, the Purchaser shall be credited toward the purchase price with the earnest money paid. This transaction is not contingent on financing.

2. EVIDENCE OF TITLE.

Seller shall, within thirty (30) days of date of final execution of this Contract (i.e. the date of the last party to sign), deliver to Purchaser a written commitment for owners title insurance in the amount of allocated Purchase Price from Chicago Title Insurance Company, to issue at Closing a current ALTA owner's policy of title insurance in an amount equal to the full allocated purchase price of each parcel of the Property, disclosing merchantable title to the Property in Seller, subject only to restrictive covenants of record and easements of record, which do not restrict Purchaser's intended use of the Property and which are acceptable to Purchaser, conveyances or reservations of mineral rights of record, real estate taxes due and payable, and to any liens which may be removed by Seller prior to or at Closing ("Permitted Exceptions"). Purchaser shall have a reasonable time to cause said title commitment to be examined by an attorney and if any title objections are disclosed thereby, Seller shall have a reasonable time in which to cure same to Purchaser's satisfaction. Purchaser shall have a period of twenty-one (21) days from receipt of written notice from Seller in response to any title objections to either accept the title commitment subject to Permitted Exceptions or terminate this Contract. In the event Seller receives no such notice, Purchaser shall be deemed to have irrevocably accepted the title commitment as presented by Seller. Seller shall not be required to take or bring any action or proceeding or any other steps to remove any defect in or objection to title or to fulfill any condition precedent to Purchaser's obligations under this Contract or to expend any moneys therefor, nor shall Purchaser have any right of action against Seller therefor, at law or in equity. After Closing, Purchaser will be responsible for having the title policy issued. The "Purchaser's search" for the title commitment or policy shall be paid by Purchaser. Purchaser shall pay for the title insurance premium, any title searches and any endorsements needed to insure title to the Real Property.

4. DUE DILIGENCE PRIOR TO CLOSING.

Conditions Precedent for Closing. In addition to other contingencies listed in this Contract, Purchaser's obligation to consummate the transaction contemplated by this Contract shall be subject to satisfaction or waiver of each of the following conditions ("Conditions Precedent") on or before Closing. Closing shall be on a date mutually agreeable to the parties within thirty (30) days after the completion of the Conditions Precedent. Notwithstanding any other provisions to the contrary contained in this Contract, Purchaser shall have ninety (90) days from the execution date of this Contract ("Inspection Deadline") in which to make such investigations and studies with respect to the Property as Purchaser deems appropriate ("Inspection Period"). Purchaser shall schedule and coordinate all inspections of the Property or other access thereto during the Inspection Period with Seller and shall give Seller at least (2) Business Days prior notice thereof. Seller shall be entitled to have a representative present at all times during each such inspection or other access. Purchaser agrees to pay to Seller promptly upon demand the cost of repairing and restoring any damage or disturbance that Purchaser or Purchaser's Representatives shall cause to the Property. All inspection fees, appraisal fees, engineering fees and other costs and expenses of any kind incurred by Purchaser or Purchaser's Representatives relating to such inspection and its other access shall be at the sole expense of Purchaser. Purchaser shall have the right to terminate this Contract for any reason whatsoever, in Purchaser's sole and absolute discretion, by sending written notice to Seller with a copy to Escrow Agent. If Purchaser elects to terminate this Contract, Purchaser's termination notice is to be received on or before the Inspection Deadline. If, however,

Purchaser fails to give timely notice of such termination and such termination notice is not received by Seller on or before 5:00 p.m. (Central Time) on the Inspection Deadline, then Purchaser's rights under this Section shall be deemed to have been waived by Purchaser. In such an event, this Contract shall remain in full force and effect without any longer being subject to this Section, and the Earnest Money and the interest earned thereon shall be non-refundable to Purchaser in all events, except for Seller's default under this Contract or as otherwise expressly set forth in this Contract. Further, if Purchaser's environmental assessment has not been completed and a final report from the engineer issued, Purchaser shall have the option to (1) extend the Inspection Deadline and Closing to a date which is thirty (30) days after the date Purchaser receives the final written report from the engineer, or (2) terminate this Contract, or (3) proceed to close. By electing to extend the Closing date, Purchaser in no way waives its right to terminate this Contract if the environmental assessment does not meet Purchaser's satisfaction.

(a) **Environmental Assessment.** Purchaser shall obtain at its cost a Phase I and, in its discretion, a Phase II environmental assessment of the Property. Purchaser shall also obtain, at is cost, a pavement assessment and geotechnical and pavement exploration of the Property. Purchaser shall determine in its sole discretion whether there are any environmental issues or problems that will prevent Purchaser from purchasing the Property or certain parcels comprising the Property. Seller will cooperate with Purchaser's engineers and supply them any previous environmental studies Seller may be aware of or have in its possession. If Purchaser shall terminate this contract based upon its environmental assessment, Purchaser shall restore the property to its condition immediately prior to the environmental assessment.

(b) **Survey.** Purchaser, at its expense, may pay for and receive a Survey of the Real Property showing no encroachments or other easements which would adversely affect its use of the Real Property or the merchantability of title and showing compliance with all set back or other legal requirements.

(c) **Final Inspection.** At any time forty-eight (48) or less hours prior to the Closing, Purchaser shall be allowed to inspect the Property to ensure that it is in condition comparable to the condition of the Property at the date of the execution of this Contract and that the applicable contingencies have been satisfied. Should such inspection reveal any adverse material change in the condition of the Property since the Contract was signed Seller shall, at its option, cure said adverse material change in condition.

(d) **Ordinance**. Purchaser's adoption of an ordinance or resolution authorizing Purchaser to execute this Contract and to close on this transaction as provided for in this Contract.

Upon failure of any one or more of the above Conditions Precedent, Purchaser may, by written notice to Seller terminate this Contract with no liability to Purchaser and shall receive a full return of the Earnest Money, or, in the case of Paragraph 4(c), proceed to Closing. Upon failure of one or more of the Conditions Precedent for one of the Parcels that comprise the

Property, Purchaser may, by written notice to Seller, terminate this agreement as to all parcels or terminate this agreement as to such affected parcel and elect to proceed with the purchase of the other parcels comprising the Property. In such case the Purchase Price shall be revised to equal $961,000 minus the stated value(s) of the Parcel(s) as allocated on Exhibit B for any such Parcel(s) that Purchaser elects to exclude from the purchase under this Contract. If Purchaser elects to not purchase one or more of the Parcels, then Purchaser shall deliver to Seller, at no cost to Seller and only to the extent requested by Seller, any environmental or geotechnical reports, tests and studies obtained or conducted by Purchaser in connection with Purchaser's due diligence of such Parcels. Failure of Purchaser to give Seller notice of its election shall constitute a waiver by Purchaser of the Conditions Precedent. Purchaser shall have the right unilaterally to waive any Condition Precedent by written notice to Seller

Purchaser agrees to indemnify and hold Seller and its disclosed or undisclosed, direct and indirect shareholders, officers, directors, trustees, partners, principals, members, employees, agents, affiliates, representatives, consultants, accountants, contractors and attorneys or other advisors, and any successors or assigns of the foregoing (collectively with Seller, the "Seller Related Parties") harmless from and against any and all losses, costs, damages, liens, claims, liabilities, or expenses (including, but not limited to, reasonable attorneys' fees, court costs, and disbursements) incurred by any Seller Related Parties arising from or by reason of Purchaser's and/or Purchaser's Representatives' access to, or inspection of, the Property, or any tests, inspections, or other due diligence conducted by or on behalf of Purchaser, except to the extent such losses, costs, damages, liens, claims, liabilities, or expenses are caused by an existing condition at the Property or are caused by the gross negligence or willful misconduct of any of the Seller Related Parties.

5. TAXES AND SPECIAL ASSESSMENTS

Seller shall pay or has paid all of the prior years' taxes due and owing, including the 2015 taxes and prior years for the Property. The 2016 real estate taxes, payable in 2017, shall be pro-rated to the date of Closing, unless the Closing shall occur in 2017, in which case the Seller shall be responsible for all of the 2016 and the portion of the 2017 real estate taxes, pro-rated to the date of Closing, either or both of which as the case may be, shall be reflected as a credit to the Purchaser (or credit to Seller if prepaid) at Closing and shall be based on the most recent tax bill or on the best recent information then available in respect to the amount of said taxes, whichever more accurately represents the anticipated amount of said taxes. Seller shall pay any and all confirmed special assessments on the Property, whether due or to become due which were assessed prior to Closing.

6. CONVEYANCE.

At Closing, Purchaser shall pay the Purchase Price to Seller, and Seller shall thereupon execute and deliver to Purchaser a recordable warranty deed to the Property in accordance with the statutes of the State of Illinois, with full release of homestead, if applicable. Purchaser shall pay for state, county and local transfer or other documentary stamps or taxes as may be required by law, as well as any recording charges. Said deed shall be subject to the exceptions set forth in Paragraph 2.

7. ESCROW.

If the Parties agree, the Closing may take place through escrow using Chicago Title Company as "Escrow Agent". If so, an escrow shall be opened with the title company providing the title insurance. Such instructions as the escrow company may require, not inconsistent with the provisions of this Contract, shall be signed by the parties. Cost of the escrow to be paid by Purchaser.

8. RISK OF LOSS; MAINTENANCE; TRANSFER OF POSSESSION.

(a) Risk of loss or damage by fire or other casualty to the Property or any part of Property prior to Closing shall be the risk of Seller. Seller shall keep the Property insured until Closing and title is passed to Purchaser. In the event of such loss or damage prior to Closing, Purchaser shall have the right to terminate this Contract and have all escrow money refunded to Purchaser. If Purchaser does not terminate this agreement, then Seller shall assign to Purchaser all rights under any insurance policy or policies applicable to the loss. If action is necessary to recover under any casualty policy, Seller shall grant permission to bring the action in Seller's name.

(b) Possession of Property shall be transferred at Closing.

9. REPRESENTATIONS AND WARRANTIES; AS IS PURCHASE.

Representations and Warranties by Seller. Seller represents and warrants to Purchaser as follows:

(a) **Hazardous Substances.** Except as disclosed by any environmental assessment provided by Purchaser, to the best of Seller's actual knowledge, during Seller's ownership of the Property, (i) no above or below ground gas storage tank is or has been located on the Property, (ii) Seller has not received any written notice from any applicable governmental authority that substances have been placed or located upon the Property in violation of applicable environmental laws, (iii) there are no pending or past actions by any governmental authority for the environmental clean-up of the real estate, (iv) Seller has no notice of any presence of contamination by a Hazardous Material, as defined below, on the Property, and (iv) Seller has no knowledge of any release or contamination of any Hazardous Substances of any adjacent parcel of real estate including any parcel that would be adjacent but for a public street or alley lying between it and the Property. Further, to the best of Seller's actual knowledge, during Seller's ownership of the Property: (i) no Hazardous Materials have been located on the Property or released into the environment, or discharged, placed or disposed of at, on or under the Property; (ii) no underground storage tanks were located on the Property; (iii) the Property has never been used as a dump for waste materials or Hazardous Materials; and (iv) the Property and its uses comply with and at all times have complied with, any applicable governmental law, regulation or requirement relating to environmental

and occupational health and safety matters and Hazardous Materials. The term "Hazardous Materials" shall mean any substance, material, waste, gas or particulate matter which is regulated by any local governmental authority, the State of Illinois, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of Illinois law, (ii) petroleum, (iii) asbestos, (iv) polycholorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. §1251 et seq. (33 U.S.C. §1317), (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. (42 U.S.C. §6903), or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq. (42 U.S.C. §9601). The term "Environmental Laws" shall mean all statutes specifically described in the foregoing sentence and all federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

(b) **Proceedings.** There is no action, litigation, investigation, condemnation, rezoning or other proceeding of any kind pending or, to the actual knowledge of Seller, threatened against Seller or the Property which would have a material and adverse affect on the ability of Seller to perform its obligations under this Contract, or against any portion of the Property.

(c) **(Reserved)**

(d) **Special Assessments.** To the actual knowledge of Seller, that no notices from any governmental authority concerning the possible imposition of any special taxes or assessments have been issued, and the Property is not now subject to any special assessments.

(e) **Contracts.** There are no leases or other legal contracts by Seller for the Property.

(f) **Condition of Property.** Purchaser is acquiring the Property on an "AS IS, WHERE IS" basis, without any representation or warranty of any kind or nature whatsoever, express or implied, and Purchaser acknowledges that no such representations or warranties have been made except as set forth in writing herein. In deciding whether to acquire the Property, Purchaser is relying solely on Purchaser's investigation of the Property. Seller is not aware of any materially adverse fact regarding the condition of the Property that has not been disclosed in writing to the Purchaser.

(g) **Corporate Status & Authority**. Seller warrants it is corporation duly organized, validly organized and in good standing under Wisconsin law and has all corporate power and authority to own the Property and to enter into and perform this Contract.

This Contract and such other agreements are the legal, valid and binding agreements of Seller, enforceable according to their respective terms.

(h) **Operation of Property.** Seller warrants that from the date of Seller's acceptance hereof to the Closing Date or earlier termination of this Contract, Seller shall not sell, encumber or grant any interest in the Property or any part thereof in any form or manner whatsoever, or otherwise perform or permit any act which will diminish or otherwise affect Purchaser's interest under this Contract or in or to the Property or which will prevent Seller's full performance of its obligations hereunder.

(i) **Utility Payments**. There are no payments owed for water, sewer, electric, and gas utility serving the Property. Seller shall be responsible for payment for its utility usage up until Closing and shall cause said amount to be paid to the appropriate utility, or said amount credited to Purchaser at Closing; if the amounts owed are then known, or shall pay Purchaser said amounts upon demand if said amounts owed are not known until after Closing.

(j) **Liens or Encumbrances.** There are no liens or encumbrances affecting the Property other than those shown in the title commitment obtained by Seller.

Representations and Warranties by Purchaser. Purchaser represents and warrants to Seller as follows:

(i) **Corporate Status and Authority**. Purchaser will be a municipal corporation duly organized, validly existing, and in good standing under applicable law and has all necessary power and authority to conduct its business involving the Property; the execution, delivery and performance of this Contract will have been duly authorized and this Contract and such other agreements are the legal, valid, and binding agreements of Purchaser, enforceable according to their respective terms.

(ii) **Use.** After Closing, if Purchaser acquires Parcels A, B, C and D, Seller shall be permitted to park vehicles on the lot(s) described herein as Parcel B for a period of twelve twenty-four months after closing at no additional cost to Seller, up to the capacity of said parcel, until such time as Purchaser commences construction of improvements on said Parcel B ("improvements" shall be considered to mean the complete tear-out and replacement of the existing pavement, or the construction of a structured parking deck, or the construction of a building, or a similar significant investment by the Purchaser, but shall not be considered to mean the Purchaser's normal and customary maintenance for a parking lot including restriping or resealing). Use of such parking by Purchaser shall be permitted only during business hours, no overnight parking is permitted. Purchaser shall not be liable to Seller for any damage to vehicles parked on Parcel B, unless such damage is caused by the negligence of Purchaser. Thereafter, Seller may license parking spaces on the Property on the same terms and conditions as those prescribed by Purchaser for use by third parties. Purchaser shall communicate the market rate to Seller on an annual basis and Seller may terminate the parking arrangement as to

any spaces at any time upon thirty (30) days' notice to Purchaser. In the event that Purchaser does not acquire Parcel B, or does acquire Parcel B but does not acquire Parcel A, C, or D, Seller shall have no continued parking rights on the parcels acquired by Purchaser (as Seller will still own one or more of the Parcels).

AS IS PURCHASE. Except as expressly set forth in this Contract to the contrary, Purchaser is expressly purchasing the Property in its existing condition "AS-IS, WHERE-IS, AND WITH ALL FAULTS" with respect to all facts, circumstances, conditions and defects, and, Seller has no obligation to determine or correct any such facts, circumstances, conditions, or defects or to compensate Purchaser for same. Seller has specifically bargained for the assumption by Purchaser of all responsibility to investigate the Property and of all risk of adverse conditions and has structured the Purchase Price and other terms of this Contract in consideration thereof. Purchaser has undertaken all such investigations of the Property, as Purchaser deems necessary or appropriate under the circumstances as to the status of the Property and based upon same, Purchaser is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel, and officers. Purchaser is and will be fully satisfied that the Purchase Price is fair and adequate consideration for the Property and, by reason of all the foregoing, Purchaser assumes the full risk of any loss or damage (other than as expressly set forth herein) occasioned by any fact, circumstance, condition or defect pertaining to the Property.

Except as expressly set forth in this Contract to the contrary, Seller hereby disclaims all warranties of any kind or nature whatsoever (including, without limitation, warranties of habitability and fitness for particular purposes), whether expressed or implied including, without limitation warranties with respect to the Property. Except as is expressly set forth in this Contract to the contrary, Purchaser acknowledges that it is not relying upon any representation of any kind or nature made by Seller, or any Seller's Broker, or any of their respective direct or indirect members, partners, shareholders, officers, directors, employees or agents (collectively, the "Seller Related Parties") with respect to the Property, and that, in fact, except as expressly set forth in this Contract to the contrary, no such representations were made. To the extent required to be operative, the disclaimers and warranties contained herein are "conspicuous" disclaimers for purposes of any applicable law, rule, regulation or order.

Seller Release. Purchaser shall rely solely upon Purchaser's own knowledge of the Property based on its investigation of the Property and its own inspection of the Property in determining the Property's physical condition. Purchaser agrees that it shall, subject to the express warranties, representations and conditions contained in this Contract, assume the risk that adverse matters, including but not limited to, construction defects and adverse physical and environmental conditions may not have been revealed by Purchaser's investigations. Except as expressly set forth in this Contract to the contrary, Purchaser releases Seller, the Seller Related Parties and their respective successors and assigns from and against any and all claims which Purchaser or any party related to or affiliated with Purchaser (each, a "Purchaser Related Party") has or may have arising from or related to any matter or thing related to or in connection with the Property except as expressly set forth in this Contract to the contrary, including the documents and information referred to herein, any construction defects, errors or omissions in the design or construction and any environmental conditions and, except as expressly set forth in this Contract to the contrary,

neither Purchaser nor any Purchaser Related Party shall look to Seller, the Seller Related Parties or their respective successors and assigns in connection with the foregoing for any redress or relief. This release shall be given full force and effect according to each of its express terms and provisions, including those relating to unknown and unsuspected claims, damages, and causes of action. To the extent required to be operative, the disclaimers and warranties contained herein are "conspicuous" disclaimers for purposes of any applicable law, rule, regulation, or order.

10. DELIVERIES.

(a) **Seller's Pre-Closing Deliveries.** Within fifteen (15) days of execution of this Contract, Seller shall deliver to Purchaser the following documents if they are in Seller's possession:

(i) the most recent real estate tax bills pertaining to the Real Property;

(ii) any surveys of the Real Property;

(iii) as-built drawings of underground utilities (including sewer, gas, water, telephone and electrical service cables) located under the Real Property, if available;

(iv) all photographs, reports, bills, invoices and all other documents relating to environmental testing, including soil testing and asbestos abatement for the Property;

(v) One (1) original affidavit executed by Seller and stating its taxpayer identification number for federal income tax purposes and affirming that Seller is not a foreign person within the meaning of Section 1445, et seq. of the Internal Revenue Code (the "FIRPTA Certificate").

(b) **Seller's Deliveries at Closing.** At the Closing, Seller shall deliver the following to Purchaser:

(i) a recordable Warranty Deed sufficient to vest title in fee simple in Purchaser with payment for all transfer and other documentary stamps;

(ii) an ALTA Statement, if any, in form required by the Title Insurer;

(iii) a letter from the City of Bloomington or other provider of water and sewer service to the Property (or such other evidence satisfactory to Purchaser) stating that there are no due and unpaid amounts for water or sewer service and transfer of electrical service to Purchaser;

(iv) such other documents, instruments, certifications and confirmations as may be reasonably required and designated by Purchaser and/or the title company insuring title to fully effect and consummate and insure title of the transactions contemplated hereby;

(v) a duly adopted resolution of the Seller authorizing this transaction.

(c) **Purchaser's Deliveries at Closing.** On the Closing Date, Purchaser shall deliver the following to Seller:

(i) the Purchase Price;

(ii) an ALTA Statement, if any, in form required by the Title Insurer;

(iii) such other documents, instruments, certifications and confirmations as may be reasonably required and designated by Seller to fully effect and consummate the transaction contemplated hereby.

11. BROKER'S COMMISSION.

The parties represent that only the Seller utilized the services of a broker in this transaction. Any commissions due such broker shall be paid by Seller.

12. ADVICE OF COUNSEL.

Each party has consulted an attorney to review this Contract prior to its execution. Each party has had the opportunity to be represented by counsel of its choice in negotiating this Contract. This Contract shall therefore be deemed to have been negotiated and prepared at the mutual request, direction, and instruction of the parties, at arm's length, with the advice and participation of counsel, and will be interpreted in accordance with their respective terms without favor to any party.

13. DEFAULT.

(a) If Seller fails to fully and timely perform any of its obligations hereunder not due to Purchaser's default and such failure continues for 15 days following notice thereof in writing from Purchaser, then Purchaser may, at its option: (a) terminate this Contract by further written notice to Seller, in which event the Earnest Money shall be refunded to Purchaser and, following such refund, the parties shall have no further liability under this Contract except as otherwise provided in this Contract; or (b) proceed to seek specific performance of Seller's obligations under this Contract, provided such action must be filed within thirty (30) days of Seller's default. Purchaser specifically waives any and all right to consequential or punitive damages. If the Purchaser does not duly notify Seller of the default or does not give Seller a notice of termination under this Contract, then: (i) the default shall be treated as waived by the Purchaser; and (ii) at Closing, Purchaser shall accept the Property subject to the default without any reduction in the Purchase Price and without any claims against Seller on account of the default.

(b) THE PARTIES AGREE THAT SELLER'S SOLE REMEDY, AT LAW OR IN EQUITY, IN THE EVENT OF A DEFAULT OR BREACH BY PURCHASER, IS FOR SELLER TO KEEP THE EARNEST MONEY AND ALL INTEREST EARNED THEREON AS LIQUIDATED DAMAGES (NOT AS A PENALTY), WITHOUT ADDITIONAL INSTRUCTIONS TO ESCROW AGENT, AND THEREAFTER THIS CONTRACT SHALL TERMINATE AND SELLER SHALL HAVE NO FURTHER RIGHTS OR OBLIGATIONS UNDER THIS CONTRACT EXCEPT FOR THOSE THAT ARE EXPRESSLY STATED TO SURVIVE THE TERMINATION HEREOF. THE PARTIES AGREE THAT THESE LIQUIDATED DAMAGES SHALL BE IN LIEU OF ANY OTHER RELIEF TO WHICH SELLER MIGHT BE ENTITLED BECAUSE OF PURCHASER'S BREACH OR DEFAULT AND THAT SELLER HEREBY WAIVES ANY RIGHT IT MIGHT HAVE HAD TO AN ACTION FOR SPECIFIC PERFORMANCE.

14. INTERNAL REVENUE SERVICE FILING.

Seller is responsible for filing Internal Revenue Service Form 1099B for this transaction under the Tax Reform Act of 1986 and Regulations thereunder.

15. NOTICES.

Any notice, request, demand, instruction or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered personally or sent by United States registered or certified mail, return receipt requested, or by overnight express courier, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally or two (2) business days after deposit in the mails, if mailed, or deposit with an overnight express courier. A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

If to Seller:
Frontier North, Inc.
Attn:
Jim Campbell
AVP, Facilities and Real Estate Services
401 Merritt 7
Norwalk, CT 06851
Phone: (203) 614-5123
jim.campbell@ftr.com

With a copy to:
Gregg D. Josephson
1601 Response Road, Suite 390
Sacramento, CA 95815
Phone: (916) 569-8131
FAX: (916) 244-7007
gjosephson@swjllp.com

If to Purchaser: City of Bloomington
Attn: City Manager
109 E. Olive Street
Bloomington, IL 61701
Phone: (309) 434-2210

With a copy to: Jeffrey R. Jurgens
Sorling Northrup
1 North Old State Capitol Plaza, Suite 200
P.O. Box 5131
Springfield, IL 62705
Phone: (217) 544-1144
Fax: (217) 522-3173
Email: jrjurgens@sorlinglaw.com

16. BINDING EFFECT OF CONTRACT.

This Contract and the covenants and agreements of it shall bind and inure to the benefit of the parties, and their respective heirs, personal representatives, successors and assigns. Unless the agreement otherwise requires, the covenants of this Contract shall survive the transfer of title.

17. FACSIMILE SIGNATURES/COUNTERPARTS.

The parties agree that a facsimile or pdf signature shall have the same legal force and effect as an original signature. This Contract may be signed in one or more counterparts which when taken together shall constitute one full executed contract.

18. NONMERGER.

The provisions of Paragraph 9, Representation and Warranties and other covenants given herein shall survive Closing and shall not be considered merged into the Deed.

19, GOVERNING LAW. This Contract shall be governed and construed in accordance with the laws of the State of Illinois. EACH PARTY HERETO AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS CONTRACT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE TRIED AND LITIGATED IN STATE OR FEDERAL COURTS LOCATED IN THE STATE OF ILLINOIS, UNLESS SUCH ACTIONS OR PROCEEDINGS ARE REQUIRED TO BE BROUGHT IN ANOTHER COURT TO OBTAIN SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE EXTENT PERMITTED BY LAW, EACH PARTY HERETO IRREVOCABLY WAIVES ANY RIGHT ANY PARTY HERETO MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS, TO ASSERT THAT ANY PARTY HERETO IS NOT SUBJECT TO THE JURISDICTION OF THE AFORESAID COURTS OR

TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS ARTICLE 19. SERVICE OF PROCESS, SUFFICIENT FOR PERSONAL JURISDICTION IN ANY ACTION AGAINST ANY PARTY HERETO, MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ANY SUCH PARTY'S ADDRESS INDICATED IN THE NOTICES HEREIN.

20. WAIVER OF JURY TRIAL.

Except as otherwise expressly stated in this Contract to survive the Closing hereunder, all obligations the Parties have to each other under this Contract shall survive neither the Closing nor the earlier termination of this Contract. In the unlikely event that a dispute survives the Closing or termination, EACH OF SELLER AND PURCHASER HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES, IN CONNECTION WITH ANY SUIT, ACTION OR PROCEEDING BROUGHT BY THE OTHER PARTY HERETO UNDER THIS CONTRACT OR IN CONNECTION WITH ANY TRANSACTION CONTEMPLATED HEREBY, ANY AND EVERY RIGHT EACH OF SELLER AND PURCHASER MAY HAVE TO: (A) INJUNCTIVE RELIEF (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS CONTRACT TO THE CONTRARY); (B) A TRIAL BY JURY; (C) INTERPOSE ANY COUNTERCLAIM THEREIN (EXCEPT FOR ANY COMPULSORY COUNTERCLAIM WHICH, IF NOT ASSERTED IN SUCH SUIT, ACTION OR PROCEEDING, WOULD BE WAIVED); AND (D) HAVE THE SAME CONSOLIDATED WITH ANY OTHER OR SEPARATE SUIT, ACTION OR PROCEEDING.

IN WITNESS WHEREOF, the parties have executed this instrument at the place and on the date first above-specified.

PURCHASER:	**SELLER:**
CITY OF BLOOMINGTON	FRONTIER NORTH, INC.
By: _____	By: _____
Its: _____	Its: _____

EXHIBIT A

LEGAL DESCRIPTION

(TO BE ADDED UPON RECEIPT OF TITLE COMMITMENT)

EXHIBIT B

PURCHASE PRICE ALLOCATION ADJUSTMENTS

Parcel A (206 Douglas Street - #21-04-184-010): $160,000.00
Parcel B (509 N. East Street - #21-04-185-005): $15,000.00
Parcel C (209 Douglas Street - #21-04-257-013): $125,000.00
Parcel D (222 E. Market Street - #21-04-257-014): $380,000.00

By way of example only, if Parcel A was rejected, the Purchase Price for Parcels B, C & D would be: $961,000-$160,000 = $801,000.

If Parcel B was rejected, the Purchase Price for Parcels A, C & D would be: $961,000-$15,000 = $946,000.

NOTE: The prices listed above for each parcel have been negotiated at arms length between the parties and do not reflect the actual market value of each Parcel if appraised individually.

REGULAR AGENDA ITEM NO. 8G

FOR COUNCIL: April 24, 2017

SUBJECT: Fiscal Year 2017 Year End Budget Amendment and Ordinance

RECOMMENDATION/MOTION: That the Budget Amendment is approved and the Ordinance is 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 1a. Budget with adequate resources to support defined services and level of services.

BACKGROUND: Based on FY 2017 year end projections, it is recommended that the budget amendments (transfers) identified in Exhibit 1 be approved.

During the "stub" year, it was necessary to transfer $960K to the Coliseum startup costs including funds to purchase inventory, life and safety equipment, to pay for outstanding payable accounts, and the purchase of concession equipment. Nearing year end, the Coliseum will need an additional $700K to reimburse the City for outstanding receivables largely utilities and to complete its fiscal year related expenses.

The City purchased the former Electrolux property on Main Street for $1.4M which was a planned use of fund balance to continue to promote economic development. This amendment and the amendment for the $960K for the coliseum are a formality since cash transfers were made as authorized.

In order to move forward with multiple pump station improvement projects in the Storm Water and Sewer Funds, contingent upon approval, a transfer for $237k will be made from savings in the Capital Improvement Fund to the Storm Water Fund.

Please be advised that these proposed budget amendments are based on preliminary year-end projections. Further amendments may be necessary after the year-end close and annual audit is performed.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:

FINANCIAL IMPACT: Post year end budget amendments and transfers, the unrestricted General Fund balance is projected to be $14.5M or 14% of expenditures. The Capital

Improvement fund will only have fund balance reserves when projects come in under budget or are not yet completed. The impact to the Capital Improvement fund balance is nominal.

See Exhibit 1 for detailed account number and descriptions.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

NUMBER OF REQUIRED VOTES TO APPROVE ITEM: 6

Respectfully submitted for Council consideration.

Prepared by: Carla A. Murillo, Budget Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Budget Amendment Statement/Summary

ORDINANCE NO. 2016 –

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2017

WHEREAS, on April 11, 2016 by Ordinance Number 2015-29, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2017, which Ordinance was approved by Mayor Tari Renner on April 12, 2016; and

WHEREASE, a budget amendment is needed as detailed below;

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

Section One: Ordinance Number 2016-29 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2017) is further hereby amended by inserting the following line item and amount presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2016-29 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2016-29.

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

PASSED the 24th day of April, 2017.

APPROVED the ____day of April, 2017.

CITY OF BLOOMINGTON ATTEST

_____ _____

Tari Renner, Mayor Cherry L. Lawson, City Clerk

APPROVED AS TO FORM

_____

Jeffrey R. Jurgens, Corporation Counsel

FY 2017 Budget Amendment - Use of Fund Balance

FIN 1B EXHIBIT

Account #	Fund	Account Description		Amount	Comments
10019180-89571	General Fund	Transfer to Coliseum	$	700,000.00	Funds needed to end FY17 positive.
10010010-40000	Non-Departmental	Use of Fund Balance	$	(700,000.00)	Funds needed to end FY17 positive.
10019180-89571	General Fund	Transfer to Coliseum	$	960,000.00	Retroactive approval for transfers made.
10010010-40000	Non-Departmental	Use of Fund Balance	$	(960,000.00)	Retroactive approval for transfers made.
10019170-72510	Economic Development	Land	$	1,359,125.60	Purchase of property on Main St
10010010-40000	Non-Departmental	Use of Fund Balance	$	(1,359,125.60)	Purchase of property on Main St
		TOTAL TRANSFER OUT FROM GENERAL FUND:	**$**	-	
57107120-85100	Coliseum - USCC	Transfer from GF	$	(700,000.00)	Funds needed to end FY17 positive.
57107120-79196	Coliseum - USCC	Contribution to Fund Balance	$	700,000.00	Funds needed to end FY17 positive.
57107120-85100	Coliseum - USCC	Transfer from GF	$	(960,000.00)	Retroactive approval for transfers made.
57107120-79196	Coliseum - USCC	Contribution to Fund Balance	$	960,000.00	Retroactive approval for transfers made.
		TOTAL TRANSFER IN TO COLISEUM -USCC:	**$**	-	
40100100-89531	Capital Improvement	Transfer to Storm Water Fund	$	236,818.00	To provide additional funds needed for pump station improvements.
40100100-40000	Capital Improvement	Use of Fund Balance	$	(236,818.00)	Savings from not moving forward with City Hall Annex.
		TOTAL TRANSFER OUT FROM CAPITAL IMPROVEMENT FUND:	**$**	-	
53103100-85420	Storm Water Fund	Transfer in from Capital Improvement	$	(236,818.00)	To provide additional funds needed for pump station improvements.
53103100-72550	Storm Water Fund	Sewer Construction & Improvement	$	236,818.00	Increase budget authority for pump station project
		TOTAL TRANSFER IN TO STORM WATER FUND:	**$**	-	

Note: These are estimated ending fiscal year deficits.

REGULAR AGENDA ITEM NO. 8H

FOR COUNCIL: April 24, 2017

SUBJECT: Consideration of a Resolution authorizing City staff to pursue a Washington Street Amendment to the 2015 City of Bloomington Bicycle Master Plan

RECOMMENDATION/MOTION: That the Resolution authorizing City staff to pursue a Washington Street Amendment to the 2015 City of Bloomington Bicycle Master Plan be adopted 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; Goal 2. Upgrade City Infrastructure and Facilities; Goal 3. Grow the Local Economy; Goal 4. Strong Neighborhoods; Goal 5. Great Place – Livable, Sustainable City; Goal 6. Prosperous Downtown Bloomington.

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City services delivered in the most cost-effective, efficient manner, Objective 1e. Partnering with others for the most cost-effective service delivery; Objective 2d. Well-designed, well-maintained City facilities emphasizing productivity and customer service; Objective 3a. Retention and growth of current local businesses; Objective 4d. Improved neighborhood infrastructure; Objective 5a. Well-planned City with necessary services and infrastructure, Objective 5c. Incorporation of "Green Sustainable" concepts into City's development and plans; Objective 6d. Healthy adjacent neighborhoods linked to Downtown.

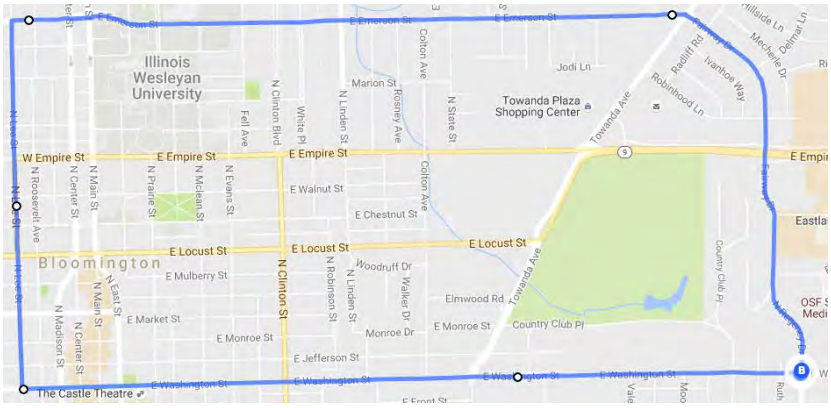
BACKGROUND: In Fall 2016, City staff began having monthly meetings with Bike BloNo so that they could provide input on various projects and act in an advisory role. Bike BloNo suggested minor tweaks to the Bicycle Master Plan, adopted in May 2015. These included tweaks to planned projects to align with the Complete Streets ordinance. A regular topic at those meetings has been Washington Street.

City staff did not include Washington Street in the master plan. The primary consideration from staff was that, as an arterial road, staff wasn't comfortable narrowing lane widths or removing through vehicle lanes to accommodate bikes. Other rationale stated at various times included its use as a primary corridor for emergency vehicles, traffic volume, and the desire for it to eventually become a four-lane segment through the Founders Grove neighborhood.

Over time, staff has become more comfortable with the idea of bike lanes on Washington Street. Given the Council's direction to view every street project through a Complete Streets lens, two staff members attended a training seminar on NACTO design guidelines for bicycle accommodations on September 20, 2016. Advocates have also pointed to federal guidelines on "road diets" which show that Washington Street's traffic volume is low enough that moving to a

single through vehicle lane in each direction would have no significant impact on travel times or vehicle throughput. The sections that would require removing one through lane in each direction only see 9,200 to 11,300 vehicles per day, compared to the 20,000 ADT benchmark set forth by the federal government for road diet candidates.

Bike BloNo and City staff see Washington Street as a critical connection to many important community destinations. Regency Drive, Fairway Drive, Emerson Street, and Lee Street are already identified in the Bike Master Plan as key projects. Staff has indicated that the plan is to implement the Regency & Fairway portions of this plan as soon as budget allows resurfacing of these two streets. IDOT approval is also necessary for the Empire Street/Fairway Drive intersection, and the requisite process is already underway for that to happen.



If Washington Street were added to the Bike Master Plan, it would create a "rectangle" of roadways for bicycles to use through the City.

City staff is seeking Council direction on whether to pursue an amendment to the 2015 City of Bloomington Bike Master Plan to include Washington Street. The following would need to take place prior to a request for the final approval of the amendment:

- Send out letters to residents who live along Washington Street
- Work with Bike BloNo to provide pop-up (temporary) bike lanes on Washington Street
- Hold public meetings with residents, business owners, and those who use Washington Street to ensure the plan has public support
- Estimate the costs associated with marking Washington Street for bicycle usage
- Submit a final amendment to the Planning Commission prior to consideration by the Council

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Bike BloNo

FINANCIAL IMPACT: This memo is for presentation purposes only. Any potential costs from moving towards final approval of the amendment are anticipated to be paid by outside interested parties. If Council approves the Resolution authorizing City staff to pursue a Washington Street Amendment to the 2015 City of Bloomington Bicycle Master Plan, a cost estimate will be presented to Council for consideration in the future.

NUMBER OF REQUIRED VOTES TO APPROVE THE ITEM:

Respectfully submitted for Council consideration.

Prepared by: Michael Hill, Public Works Administration

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- RESOLUTION
- Bicycle Master Plan Proposed Amendment

RESOLUTION NO. 2017 – _____

A RESOLUTION AUTHORIZING CITY STAFF TO PURSUE A WASHINGTON STREET AMENDMENT TO THE 2015 CITY OF BLOOMINGTON BICYCLE MASTER PLAN

WHEREAS, The City of Bloomington passed the 2015 City of Bloomington Bicycle Master Plan in May 2015; and

WHEREAS, City staff has been working with Bike BloNo and City Aldermen on amending the 2015 City of Bloomington Bicycle Master Plan to include Washington Street from Lee Street to Regency Drive; and

WHEREAS, City staff requires authorization to move forward with creating a final recommendation to amend the 2015 City of Bloomington Bicycle Master Plan, including sending out letters to residents who live along Washington Street, holding public meetings with residents, business owners, and those who use Washington Street to ensure the plan has public support, estimating the costs associated with marking Washington Street for bicycle usage, and submitting a final amendment to the Planning Commission prior to consideration by the Council; and

WHEREAS, City staff will, after creating a final recommendation and taking all of the necessary steps, bring the final recommendation to the Council for final approval,

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

That the resolution authorizing City staff to pursue a Washington Street Amendment to the 2015 City of Bloomington Bicycle Master Plan be adopted and the Mayor and City Clerk be authorized to execute the necessary documents.

PASSED this 24th day of April 2017.

APPROVED this 25th day of

CITY OF BLOOMINGTON ATTEST:

_____ _____

Tari Renner, Mayor Cherry L. Lawson, C.M.C., City Clerk

APPROVED AS TO FORM:

_____

Jeffrey R. Jurgens, Corporation Counsel

TO: Bloomington City Council

FROM: Michael Gorman, on behalf of Bike BloNo

DATE: April 24, 2017

SUBJECT: Proposed amendment to the Bicycle Master Plan

Background

On October 14, 2013, the Bloomington City Council voted unanimously to enter into a contract with the League of Illinois Bicyclists (LIB, now known as Ride Illinois) to develop a citywide Bike Master Plan. As part of the planning process, LIB held a public meeting in the Osborn Room at the Bloomington Police Department on March 18, 2014. Roughly 100 people attended that public meeting. Participants were given maps of the City and asked to mark the streets where they felt bike accommodations were needed. Washington Street received markings as follows:

- Nord to I-55: 6 markings
- Brown to Oak: 17 markings
- Oak to Center: 20 markings
- Center to Clayton: 21 markings
- Clayton to Towanda: 24 markings
- Towanda to Mercer: 25 markings
- Mercer to St. Joseph's: 23 markings
- St. Joseph's to Hershey: 13 markings

The only street to receive more markings was Lincoln, which -- unlike Washington -- did end up with recommendations in the adopted Bike Master Plan.

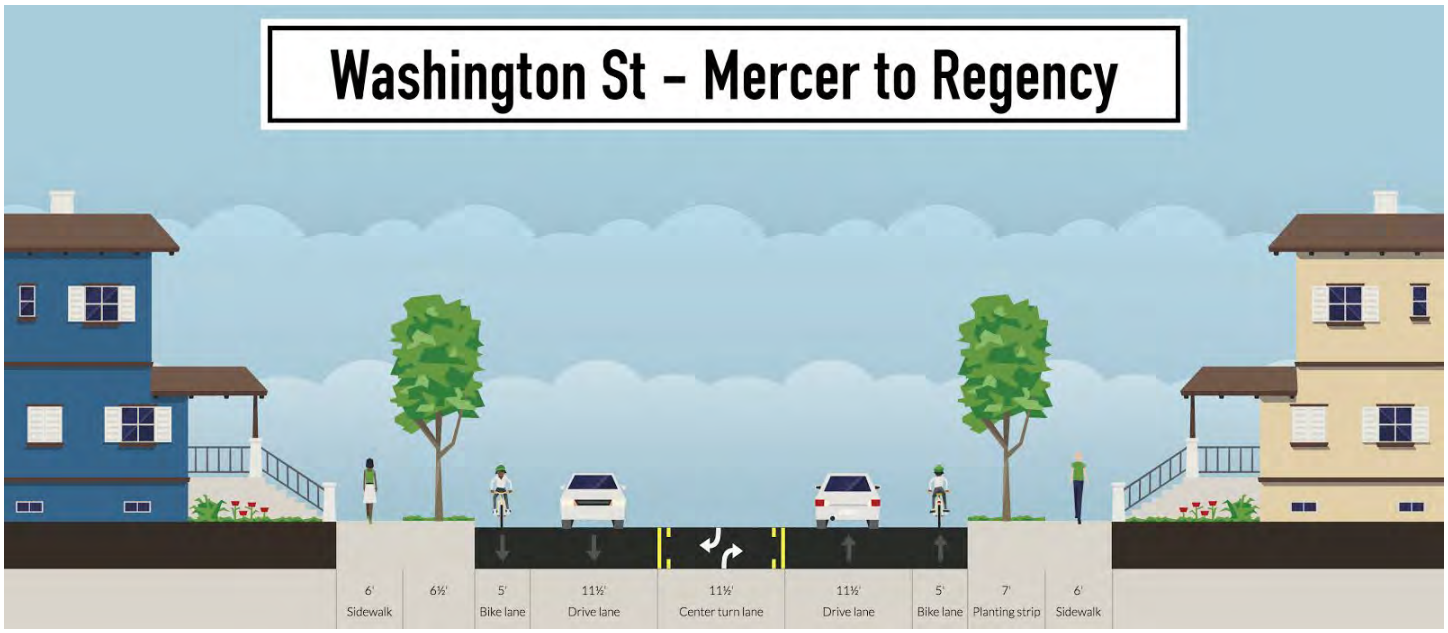
Staff cited several reasons as rationale for not including most of Washington Street in the final plan. The primary consideration from staff was that, as an arterial road, they weren't comfortable narrowing lane widths or removing through vehicle lanes to accommodate bikes. Other rationale stated at various times included its use as a primary corridor for emergency vehicles, their desire for it to eventually become a four-lane segment through the Founders Grove neighborhood, and its traffic volume.

In October 2015, Bike BloNo held a meeting for cyclists to prioritize projects from the Bike Master Plan. The 30 attendees split into five groups to brainstorm ideas; four of those five groups independently ranked Washington Street as a primary recommendation, despite the instructions to focus on streets in the Bike Master Plan.

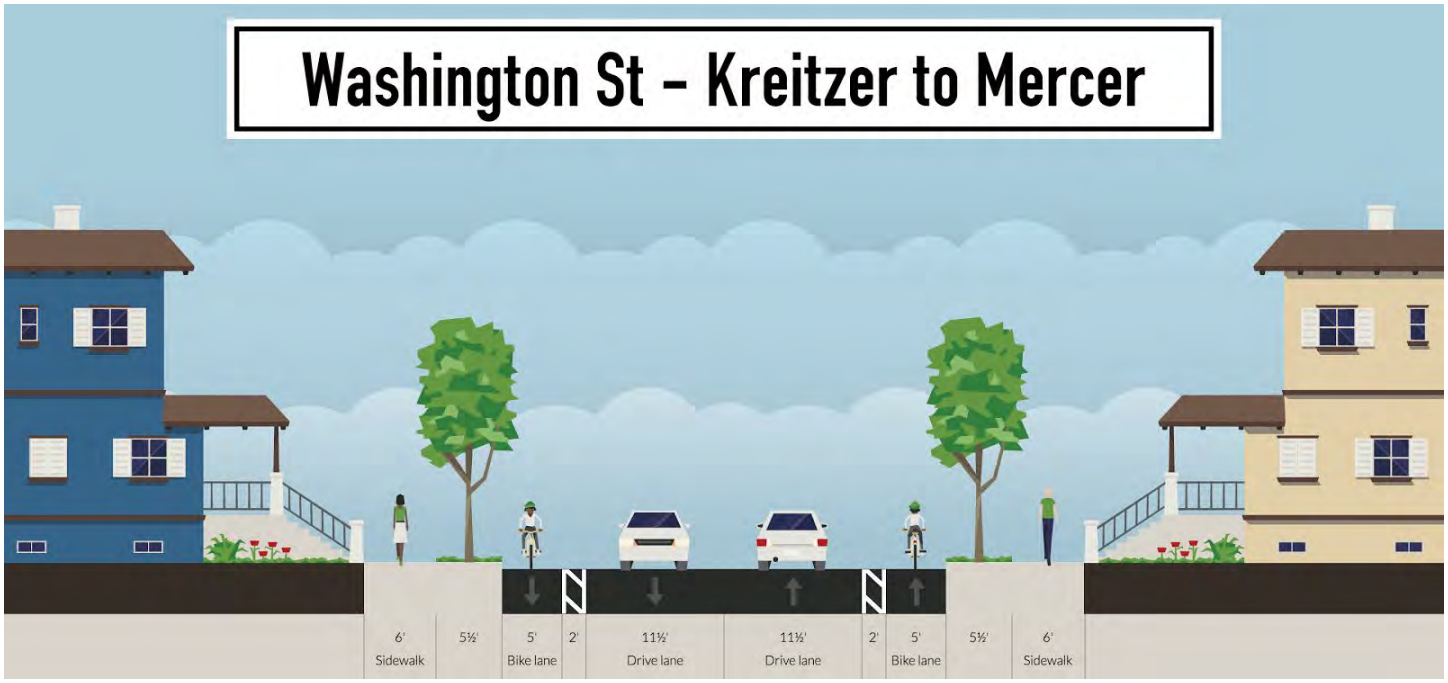
With that in mind, Bike BloNo representatives attended the Founders Grove Neighborhood Association meeting at Centennial Christian Church on March 3, 2016, to discuss the concept of bike lanes on Washington Street through their neighborhood. Neighbors in attendance indicated an interest in further discussion in a more focused meeting, so Bike BloNo worked with FGNA leaders to organize a public meeting at Washington Elementary School on April 21, 2016.

At the April 21 meeting, Bike BloNo presented two concepts for Washington Street from Kreitzer to Mercer and one concept from Mercer to Regency. The Mercer to Regency concept involved removing one through lane in each direction and using the existing street width as follows: 5' bike lane - 11.5' vehicle lane - 11.5' left turn lane - 11.5' vehicle lane - 5' bike lane; this was LIB's initial recommendation before staff asked them to consider other options. The first Kreitzer to Mercer concept, which was also an initial LIB recommendation, was: 5' bike lane - 2' buffer zone - 11.5' vehicle lane - 11.5' vehicle lane - 2' buffer zone - 5' bike lane. The

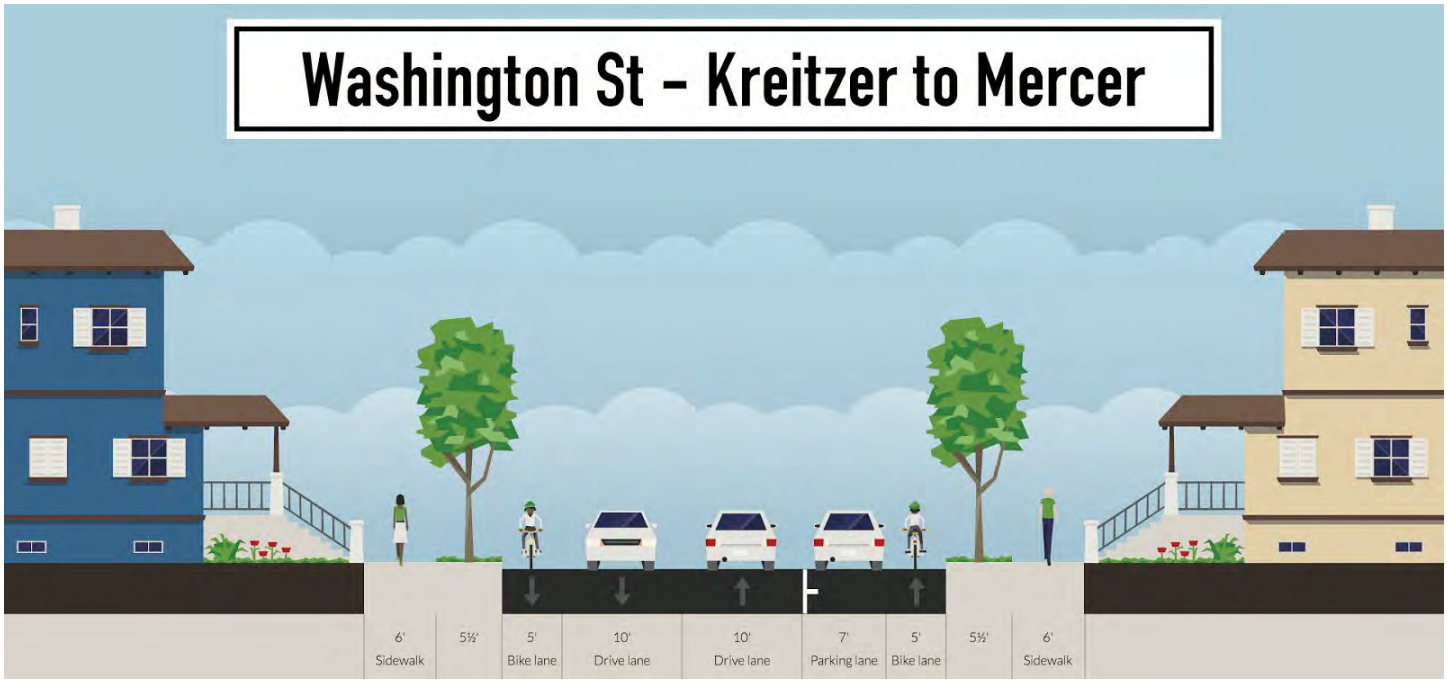
second option, which Bike BloNo came up with ourselves, was: 5’ bike lane - 10’ vehicle lane - 10’ vehicle lane - 7’ parking lane - 5’ bike lane. The rationale behind the second option was that neighborhood residents had expressed initial concerns about removing parking on the north side of the street; in developing their recommendations, LIB had not been made aware that parking was allowed here.



Initial recommendation for Washington St from Kreitzer to Mercer from April 21, 2016, public meeting.



Initial recommendation for Washington St from Kreitzer to Mercer from April 21, 2016, public meeting.



Alternative suggestion for Washington St from Kreitzer to Mercer from April 21, 2016, public meeting.

Bike BloNo asked that attendees of the April 21 public meeting provide written comments for analysis. We received mostly positive feedback; of the eighteen written comments we received:

- ten people categorized themselves under "I love this idea, and I support it wholeheartedly!"
- four people chose "I think it could work, but I'm not passionate about it."
- one person selected "I think it could work with some modifications."
- two people said "I'd rather it not happen, but if it did, I'd like some tweaks."
- nobody chose "I vehemently oppose bike lanes on Washington no matter how they're designed."
- and one person wrote in "Mixed feelings. I think I would be more enthusiastic if this section were part of a full downtown to Veterans Parkway stretch. (or at least downtown to Regency)"

Written comments included:

- A Washington Street resident who said s/he supports it wholeheartedly said:
    - *Very important to retain parking on the north side of E Washington – so I support a parking lane plus a north side bike lane there and clear striping/signage so people will be less likely to use the parking lane as another traffic lane. Thanks for listening. P.S. For the configuration w/ a parking lane, what about having a combined bike/parking lane on the north side – 12 ft wide – but w/ parking next to the curb? Then if someone was parked, a bike could weave around it but not go into the drive lane. This would be safe but involve less re-education of the public.*
- The person who wrote in "mixed feelings…" said:
    - *I'm in favor of bike lanes connecting all parts of the community. Really like the idea of putting bike lanes next to the curb with a parking lane buffer – as long as the pavement markings are clear and regularly maintained with fresh paint.*
- A Washington Street resident who said she thinks it could work, but she's not passionate about it, said:
    - *I don't love the idea of paint all over the streets and the idea of extra vehicles to look for while backing out of my driveway. But, in general I would be fine with bike lanes on Washington as long as we are still allowed to park on the street at all times.*
- The person who said he thought it could work with some modifications said:
    - *– Ensure parking where possible.*

    - *– I like the idea of diverting bikes at Kreitzer + Perrin – State to Kreitzer as part of the original plan gave the same concerns. Thank you for altering.*
    - *– Mercer to Regency: I would be interested about the potential of bottlenecked traffic at the 4-way stop @ corner of Washington/Mercer if that stretch were 2 lane.*
- A Washington Street resident who said s/he would rather it not happen, but would like some tweaks if it did, said:
    - *My concerns are related to the traffic. The children already cannot cross, play, etc. – adding bike paths may only increase the drivers frustrations as traveling on Washington Street. Second concern is parking – yes I have a driveway however, sometimes street parking is needed on occasions. Thank you!*

Given the feedback from neighborhood residents opposing the potential loss of parking but otherwise supporting the project, Bike BloNo eliminated the concept that would have involved no on-street parking and continued refining the plans.

In the fall of 2016, Bike BloNo began having monthly meetings with city staff to provide input on various projects and act in an advisory role, suggesting minor tweaks to planned projects to align with the Complete Streets ordinance. A regular topic at those meetings has been Washington Street.

Over time, staff has become more comfortable with the idea of bike lanes on Washington Street. Given the Council's direction to view every street project through a Complete Streets lens, two staff members attended a training seminar on NACTO design guidelines for bicycle accommodations on September 20, 2016, which provided many examples of similar streets in other cities thriving after human-friendly redesigns.

Advocates have also pointed to federal guidelines on "road diets" which show that Washington Street's traffic volume is low enough that moving to a single through vehicle lane in each direction would have no significant impact on travel times or vehicle throughput. The sections that would require removing one through lane in each direction only see 9,200 to 11,300 vehicles per day, compared to the 20,000 ADT benchmark set forth by the federal government for road diet candidates.

Bike BloNo representatives have discussed the concept with a handful of aldermen, all of whom have expressed support for the idea of adding Washington Street to the Bike Master Plan. We also held a meeting with Tricia Stiller of the Downtown Bloomington Association to discuss the idea of connecting Downtown to Founders Grove with bike lanes on Washington Street from Lee to Regency; she was strongly in favor of continuing the discussion in an open meeting for Downtown residents and businesses.

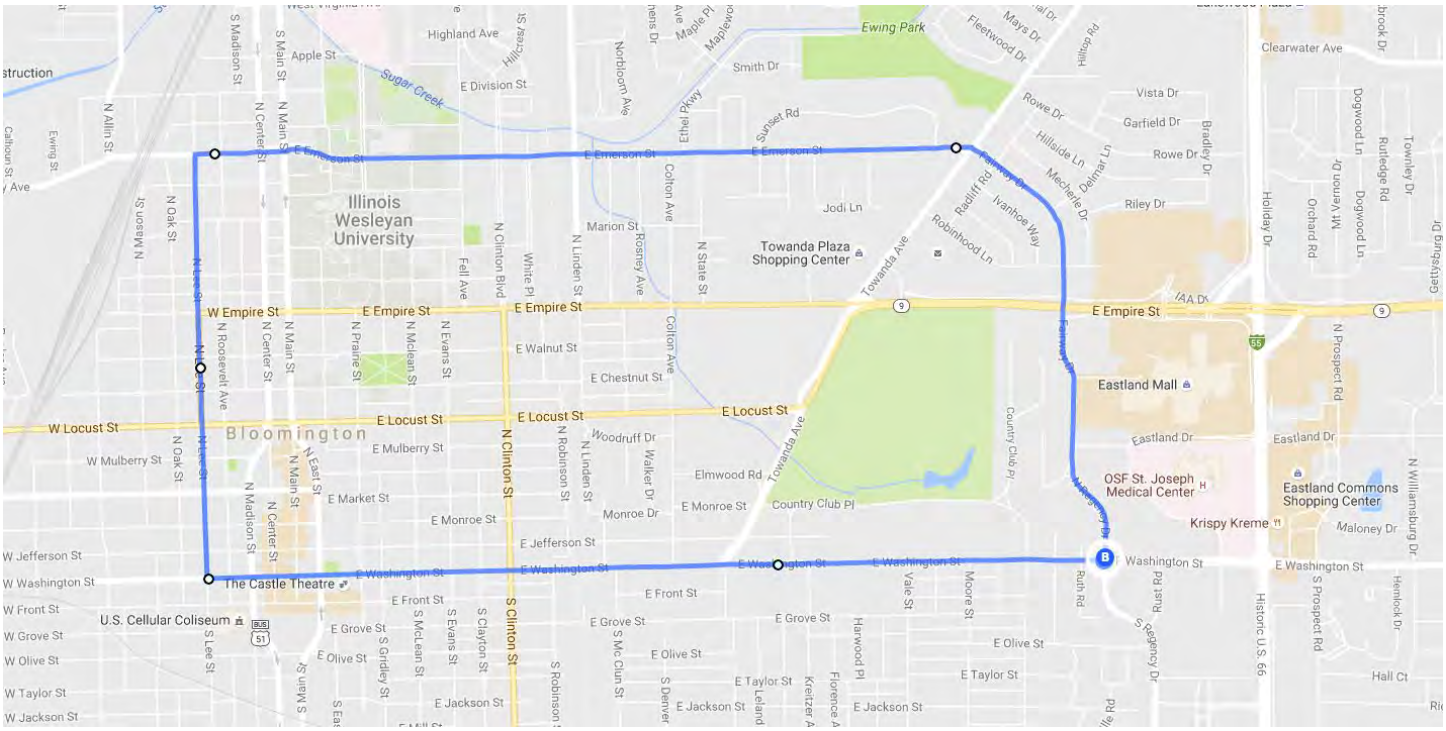
Connectivity

One of the most important factors in successful transportation infrastructure is connectivity. If you build a street to nowhere, nobody will use it. Bike infrastructure works in much the same way; if you have a bike lane that begins and ends at dangerous intersections with nowhere to go, not very many people will want to use it. So it is imperative that future plans and existing conditions be considered prior to implementation.

Bike BloNo sees Washington Street as a critical connection to many important community destinations. Regency Drive, Fairway Drive, Emerson Street, and Lee Street are already identified in the Bike Master Plan as key projects. Staff has indicated that they plan to implement the Regency & Fairway portions of this plan as

soon as budget allows resurfacing of these two streets. IDOT approval is also necessary for the Empire Street/Fairway Drive intersection, and the requisite process is already underway for that to happen.

If Washington Street were added to the Bike Master Plan, these five streets would create a “rectangle” of sorts:



This rectangle would provide a backbone that connects, among other destinations:

- Constitution Trail (at both Emerson Street and Washington Street)
- Eastland Mall
- OSF St. Joseph Medical Center
- State Farm Corporate Headquarters
- The Foundry (Green Top Grocery, Bloomington Cycle & Fitness, and the Gingerbread House)
- Downtown Bloomington
- Bloomington’s West Side
- Kroger & Walgreens at Emerson & Main Streets
- Advocate BroMenn Medical Center
- Illinois Wesleyan University
- Ewing Manor

Shortly before the Bike Master Plan was developed, Prairie Street was given “sharrows” to connect Illinois Wesleyan to Downtown. That stretch of Prairie intersects with this stretch of Washington.

In addition to Regency and Lee, the segment of Washington Street in question also intersects with the following future projects identified in the Bike Master Plan:

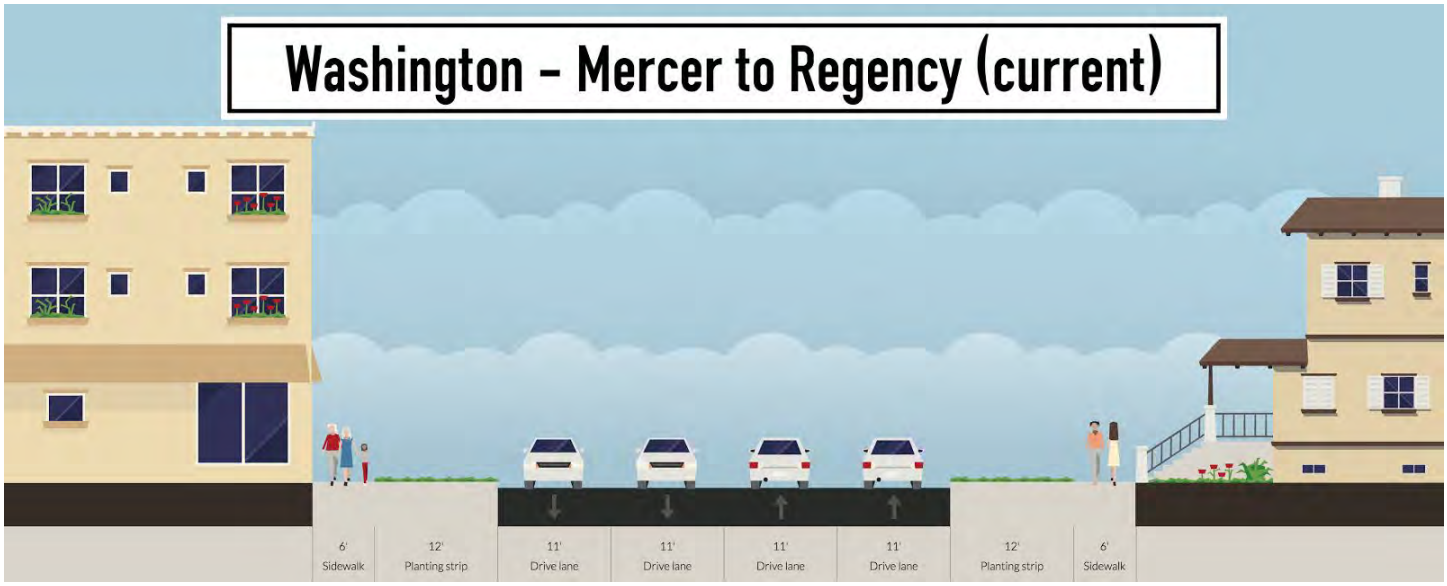
- Madison and East Streets. As you know, these are IDOT-owned roads and there are many local plans calling for significant changes to the way they operate. We don’t expect bike lanes to be added to these streets any time soon, but would certainly welcome any news from IDOT with regard to their plans.
- State Street. Between Washington and Grove, State Street is slated for sharrows; further south to Croxton (by way of State, Meadows, Maizefield, and O’Connel), it is slated for “bike route” signage.

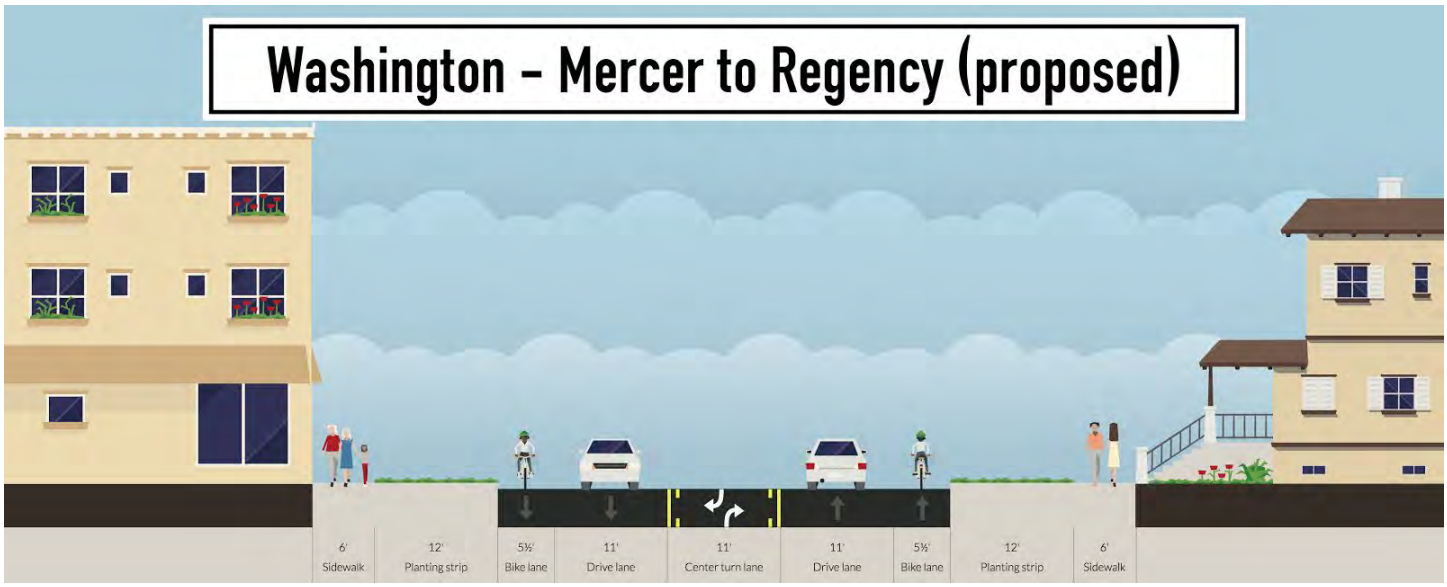
- Mercer Avenue. From Washington to Oakland, Mercer is slated for paved shoulders suitable to cyclist use. From Oakland to Ireland Grove, Mercer is slated for bike lanes.

Current Plan

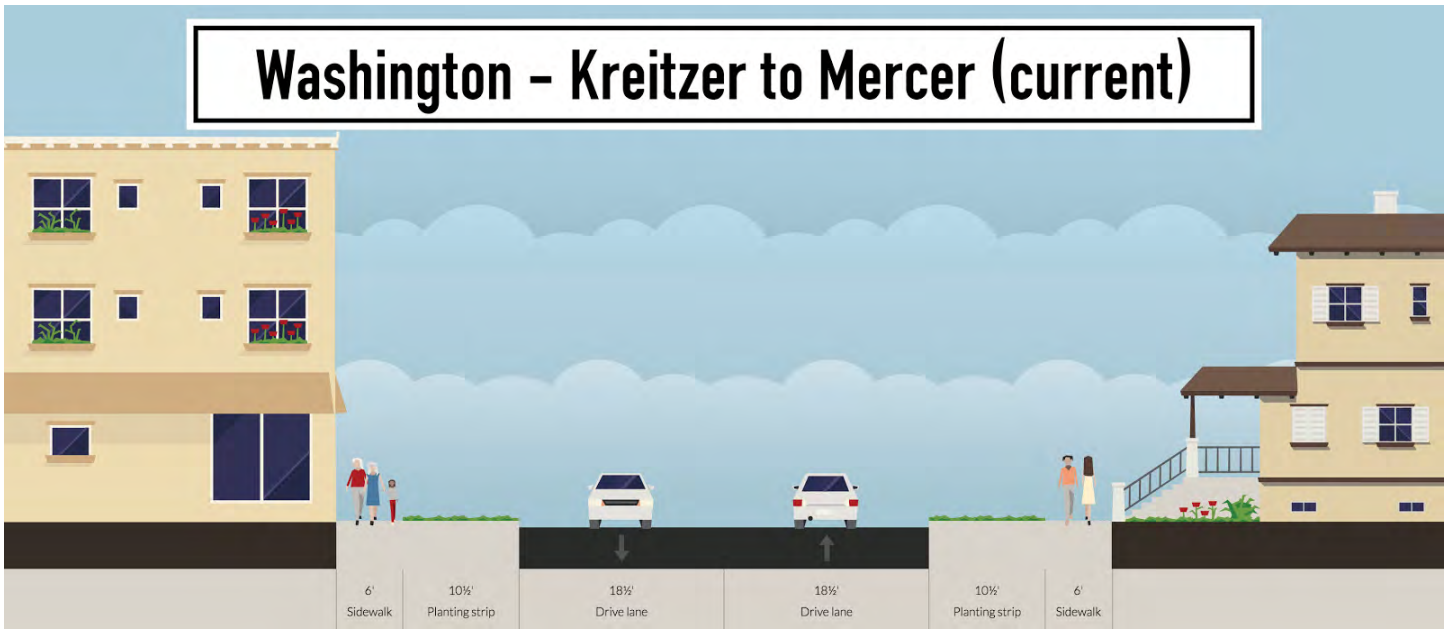
At this point, we would like to see an official amendment to the City of Bloomington Bike Master Plan to include a recommendation for bike lanes on Washington Street from Lee to Regency. This would be the first amendment since the plan was adopted on May 11, 2015. We think it is imperative that, before that amendment is made, a thorough public input process occur. The specifics of the proposed amendment, which are still subject to change based on the public input process, follow.

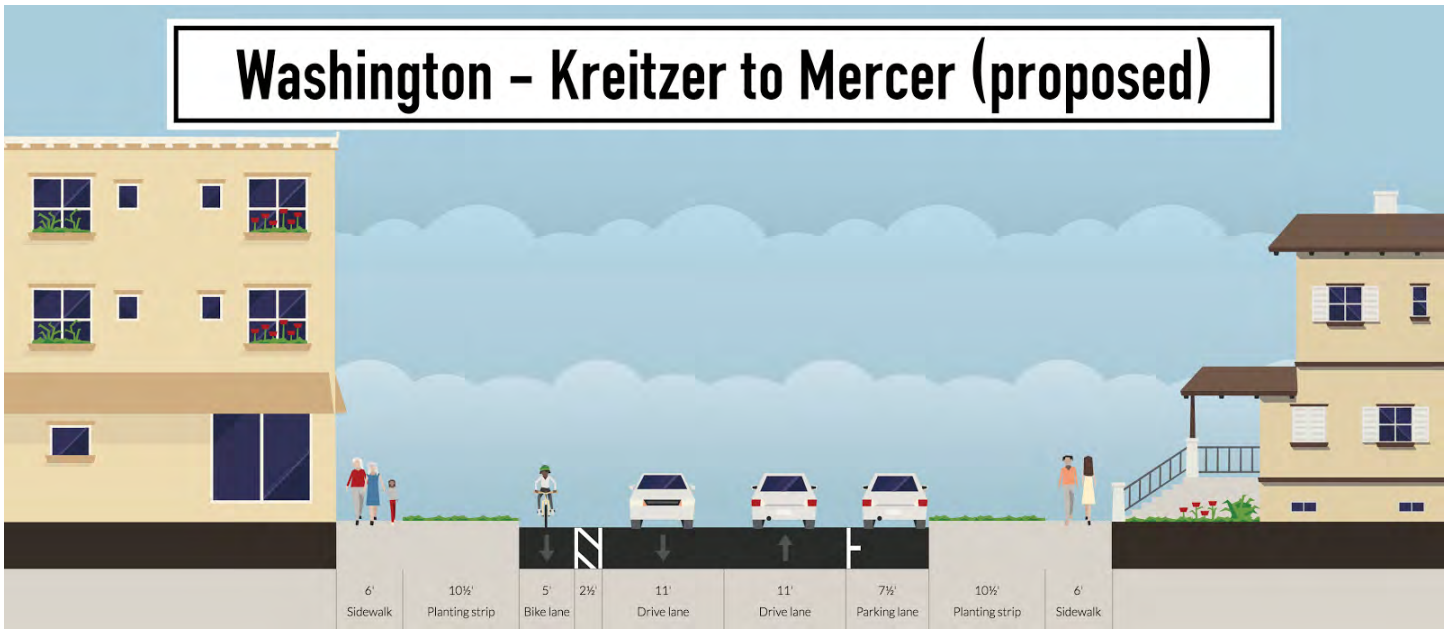
From Mercer to Regency, we recommend a road diet: 5’ bike lane - 11.5’ vehicle lane - 11.5’ left turn lane - 11.5’ vehicle lane - 5’ bike lane. This could be accomplished in the summer of 2017, as Public Works plans to have this stretch of Washington resurfaced this year. As such, all that would be needed to accomplish this portion is paint and perhaps a couple of signs once the resurfacing is complete. Currently, this section has four 11’ lanes.





From Kreitzer to Mercer, we recommend adding some paint. Our proposal is for a 5’ bike lane on the south side of the street, with a 2.5’ buffer, followed by two 11’ vehicle lanes, and finally a 7.5’ combined bike/parking lane on the north side of the street. Ordinarily, we would not recommend a combined bike/parking lane because it encourages cyclists to dangerously weave in and out of traffic. In this case, however, because of the incredibly low parking utilization rate and the distance cyclists would have to merge into the vehicle lane if there is a parked car ahead, we think it would be acceptable in this location.





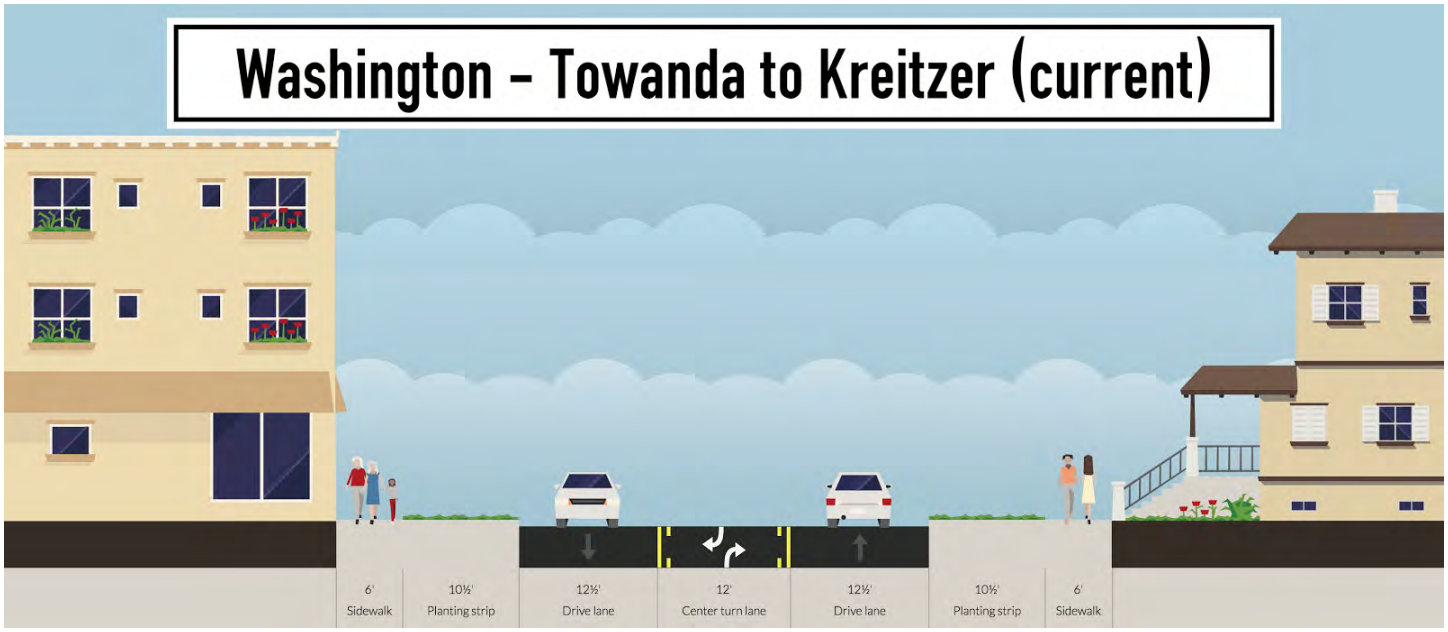
We also propose adding a few high-visibility crosswalks, paired with R1-6A signs mounted on the centerline, to aid pedestrians and transit users in crossing the street. Because the already-painted centerline would not need to move, this could also be accomplished in the summer of 2017.

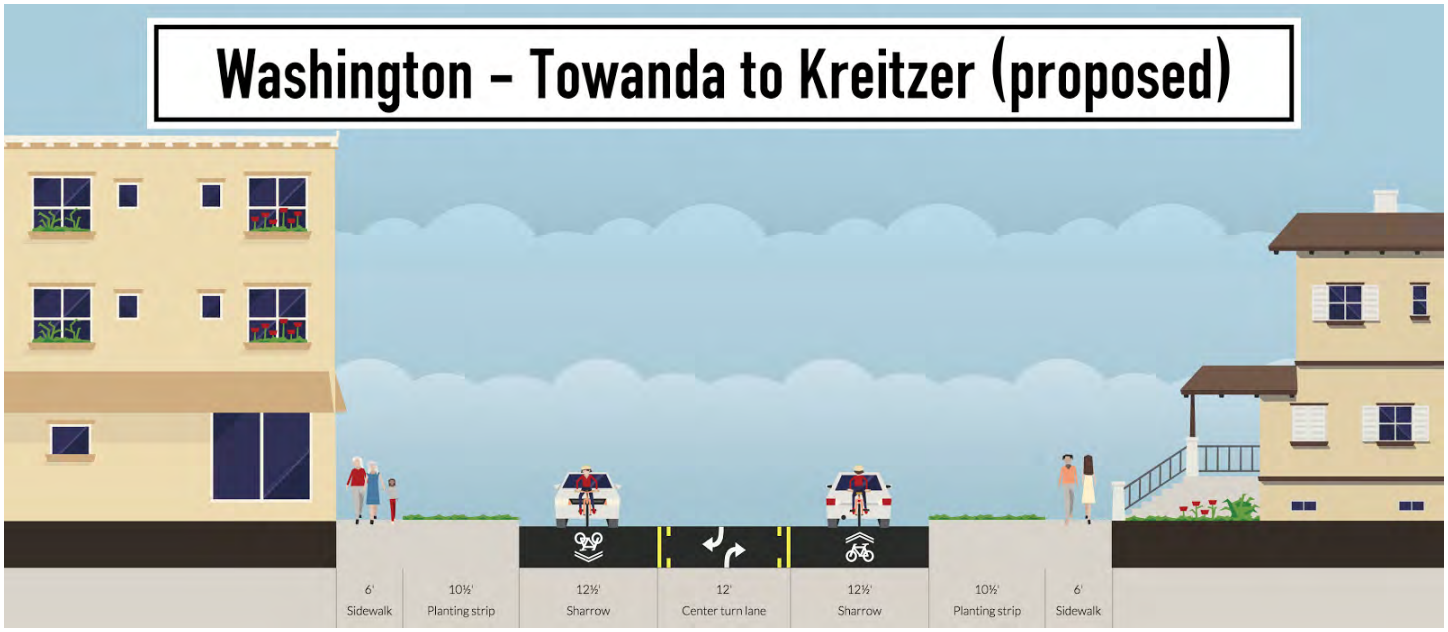


First Street NE in Washington, DC, is an example of a street with a high-visibility crosswalk and an R1-6A sign on the centerline. Outside of Washington, these signs say "state law" at the top instead of "DC law".

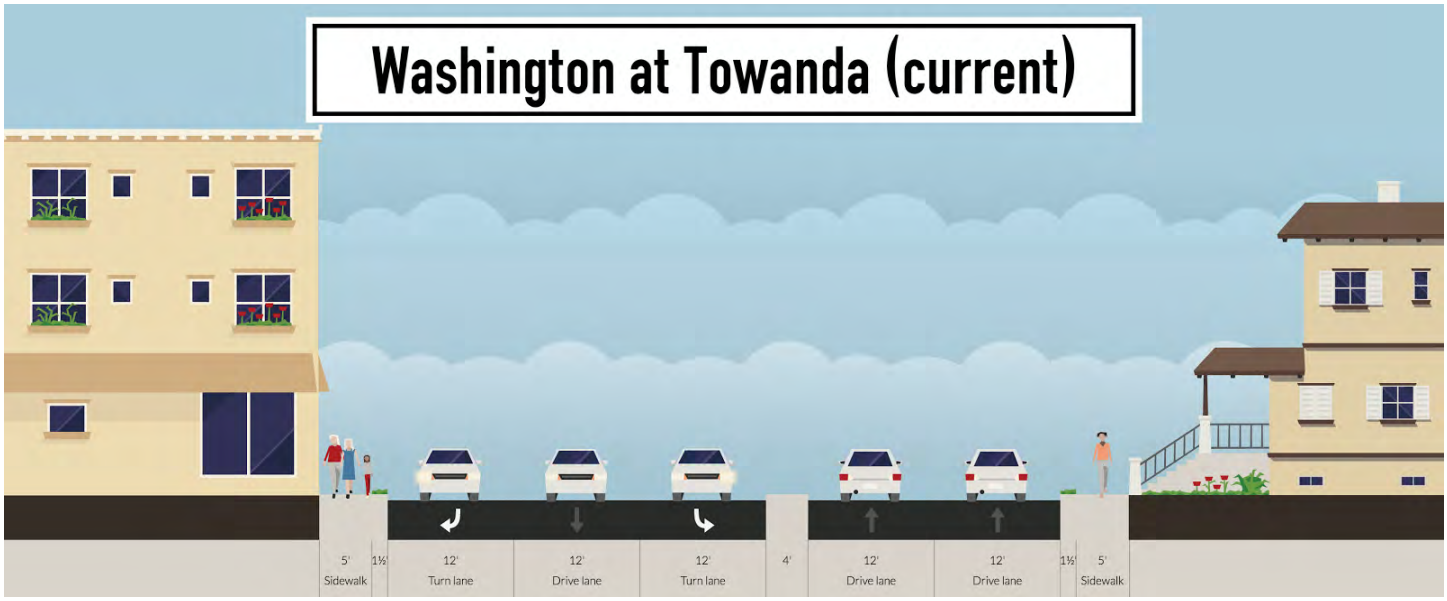
At Kreitzer, cyclists who are uncomfortable continuing westbound on Washington would see a sign pointing them one block south to Grove, where the bike plan already includes sharrows that connect to the Constitution Trail, Downtown, and the West Side.

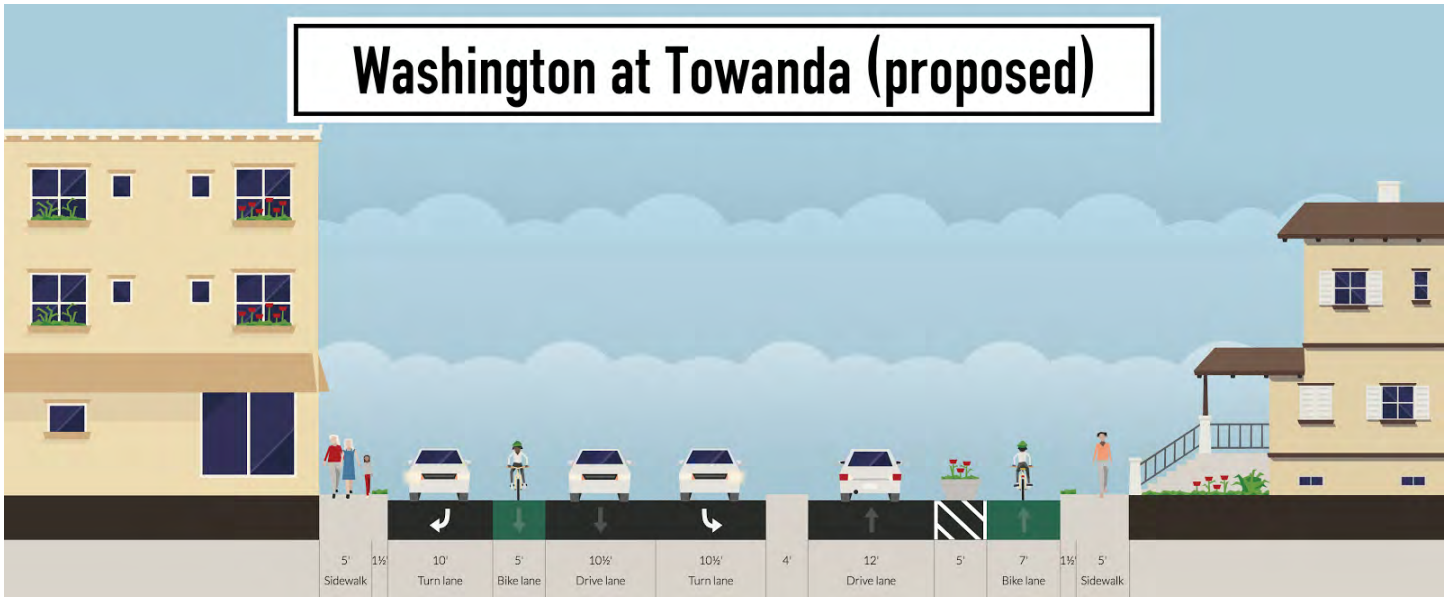
Between State/Towanda and Kreitzer, we recommend sharrows on the narrow section where there is a left-turn lane. Bike BloNo discussed this left-turn lane at great length with a resident who lives at the corner of Perrin and Washington, who expressed concern that vehicles turning left from Washington to Perrin at the start and end of the school day would back up traffic too much if the left-turn lane were removed.



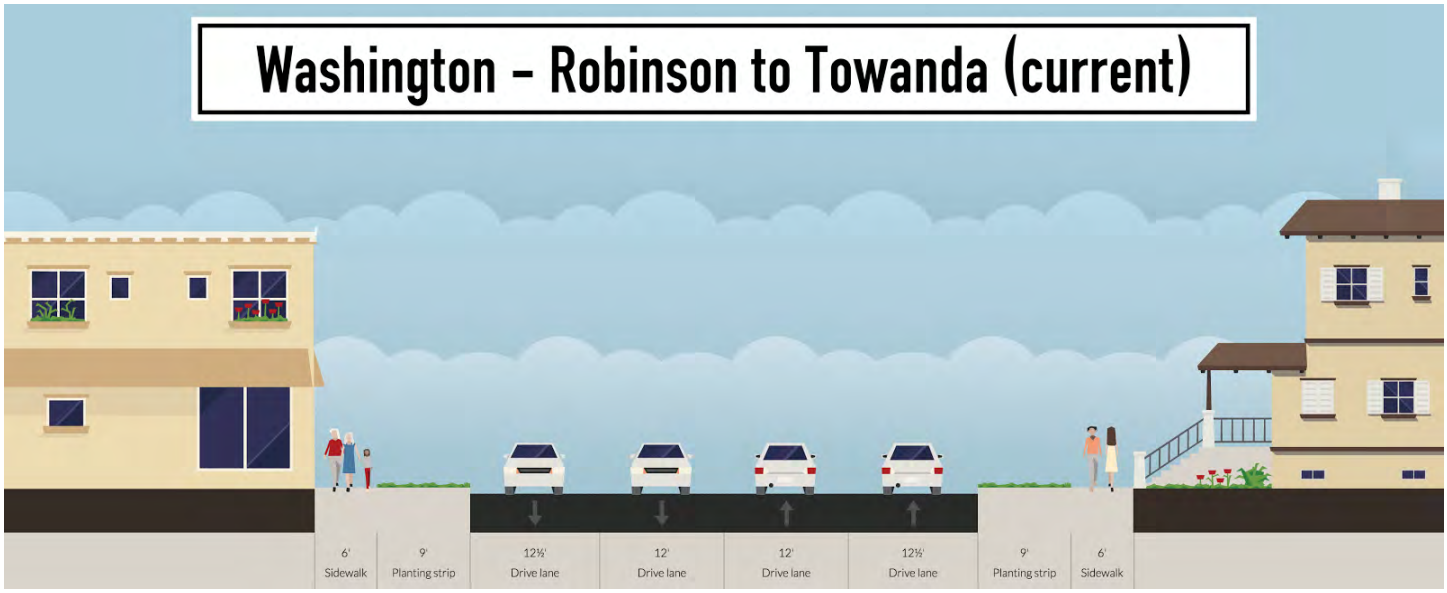


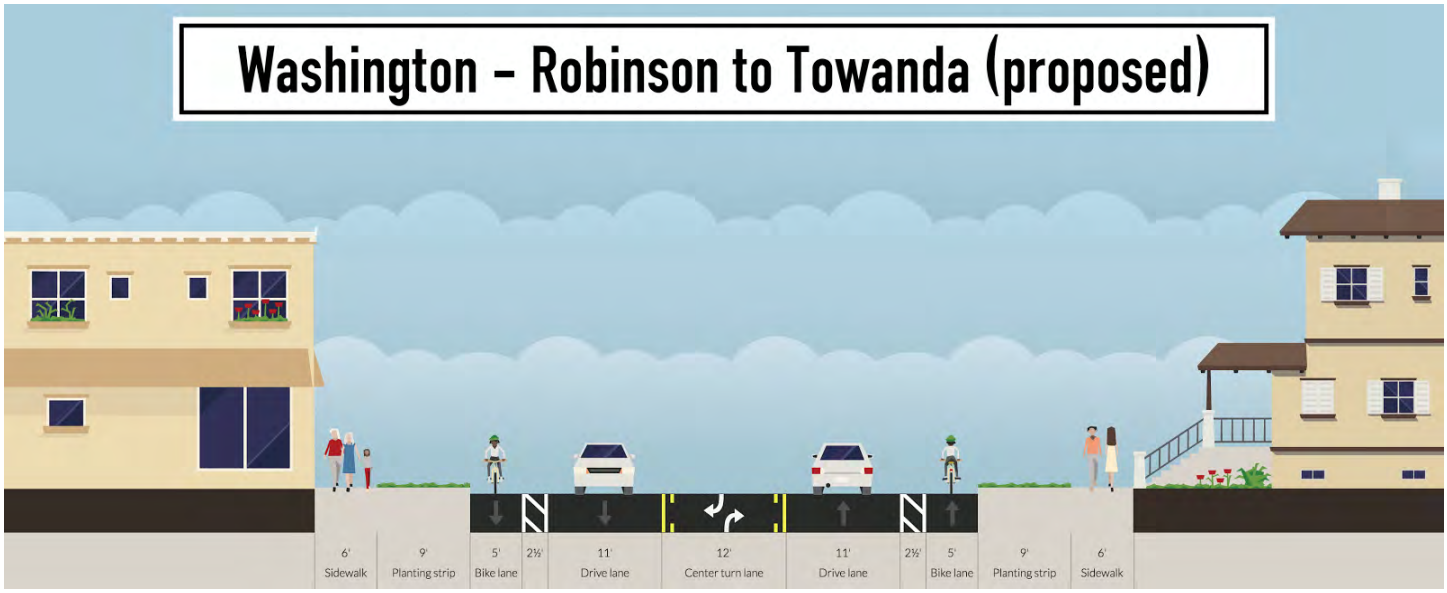
For the intersection with State/Towanda, we propose dashed green bike lanes that start on the left side of Washington's right-turn lanes and end in dedicated bike lanes on the other side of the intersection. This configuration has not been used elsewhere in Bloomington-Normal to date, but is common in other cities with more-developed bicycle infrastructure. Essentially, cyclists would be able to head straight from the right-turn lane, but car drivers would still use the lanes only to turn right. Signage ahead of the right-turn lane would instruct drivers to yield to cyclists before entering the combined bike/right-turn lane.



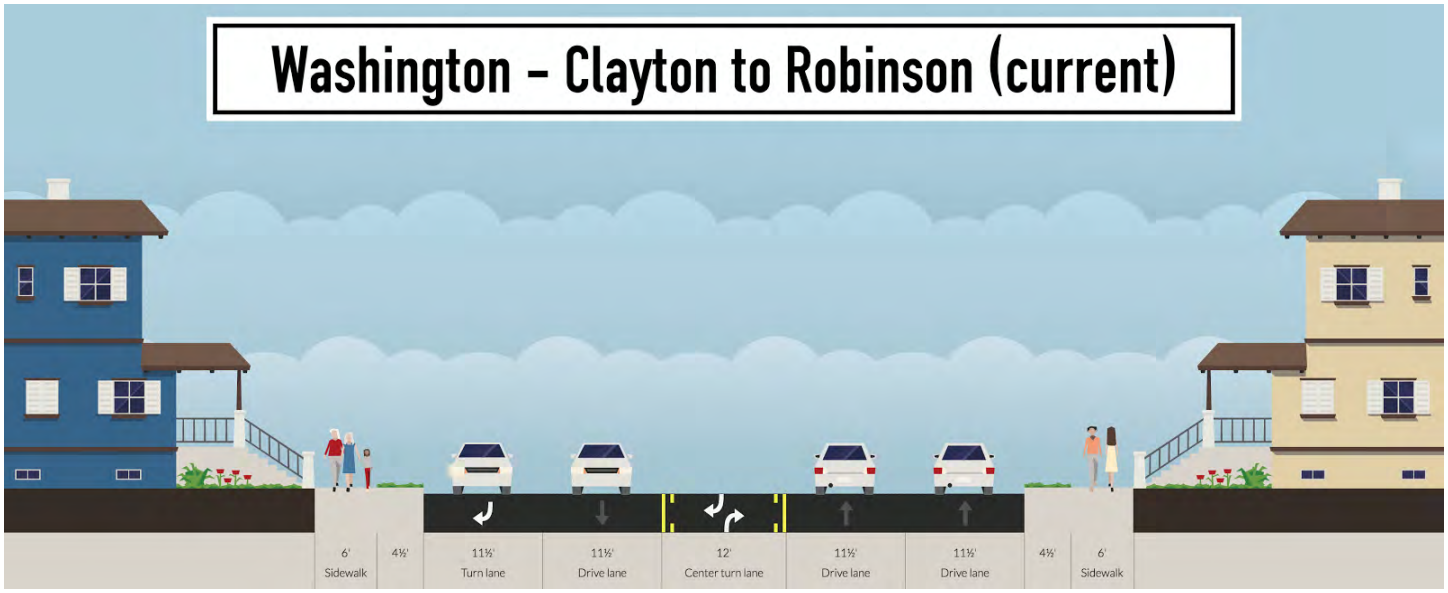


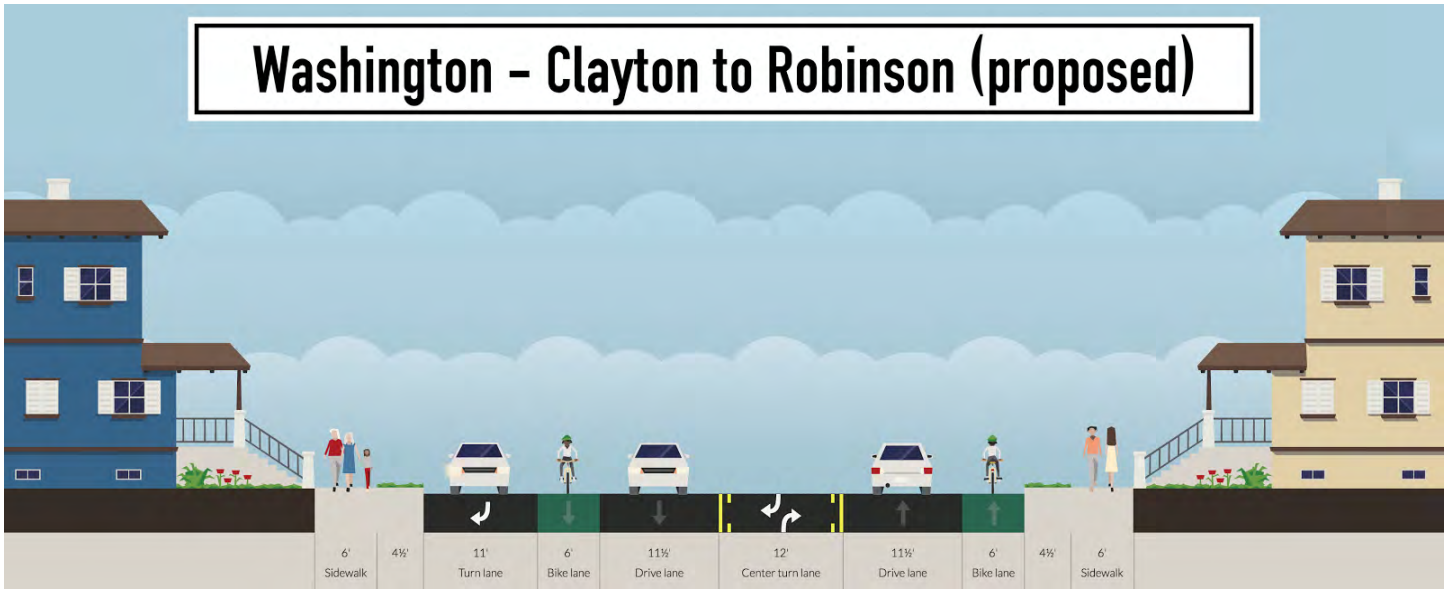
From State/Towanda to Robinson, we propose: 5’ bike lane with a 2.5’ buffer zone - 11’ vehicle lane - 12’ left turn lane - 11’ vehicle lane - 2.5’ buffer zone - 5’ bike lane. This would not require any widening, but the existing paint would need to be removed before implementation. As with the Founders Grove area, we also recommend high-visibility crosswalks here; we think, with The Foundry opening up, there will be significant interest among neighbors to cross Washington Street on foot. At this point, staff has not determined when this segment will be feasible.



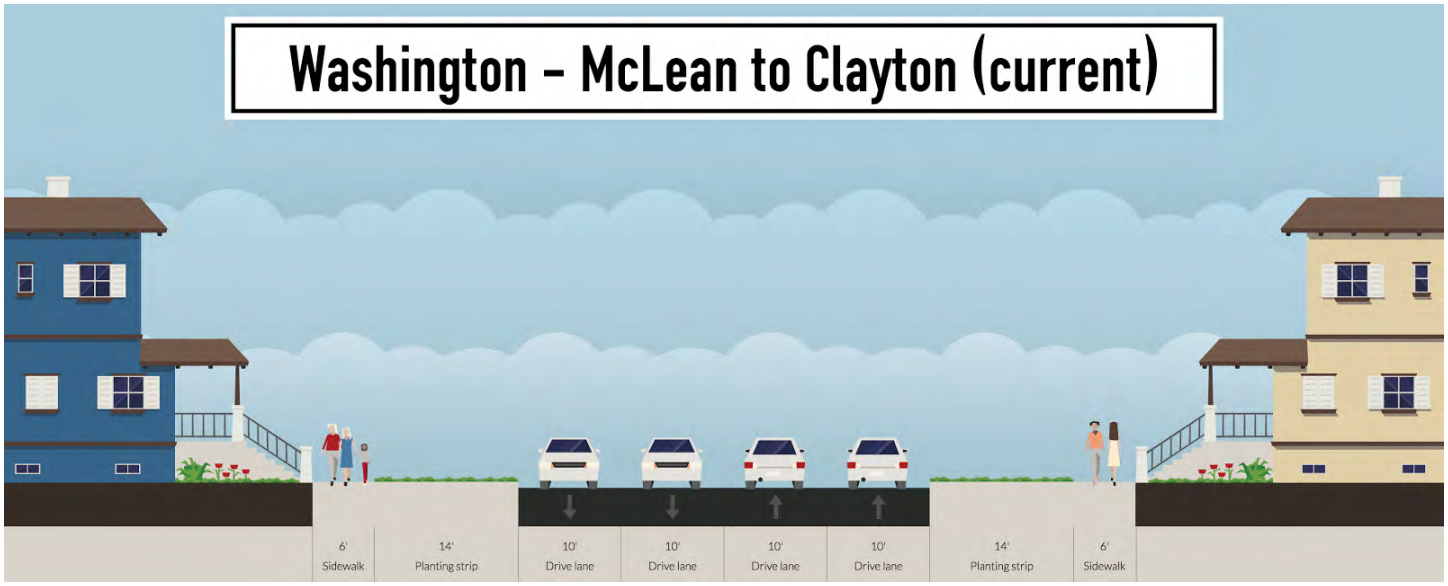


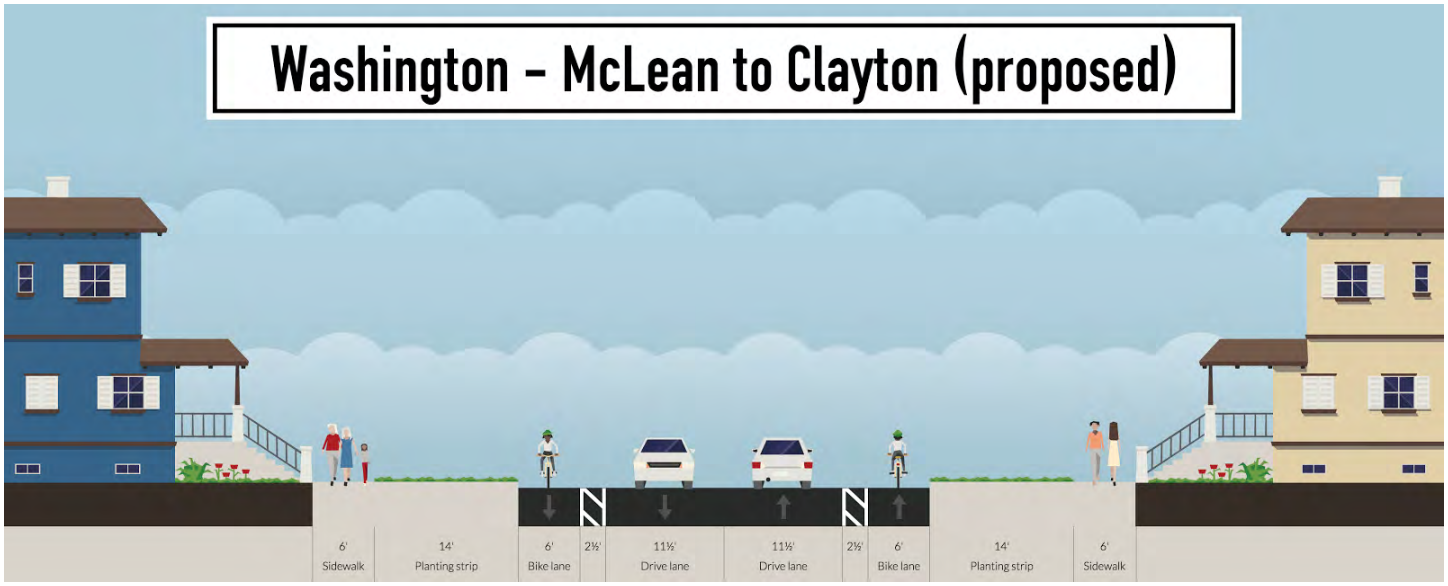
From Clayton to Robinson, we propose removing one through lane in each direction and painting dashed green bike lanes across the intersection with Clinton Street. Because Clinton is an IDOT-owned road (which requires additional study for lane reconfigurations), this piece will likely not happen until a few years after the rest of Washington is reorganized. In the interim, we would recommend adding sharrows through this stretch, which can easily be accomplished before the IDOT study gets underway.



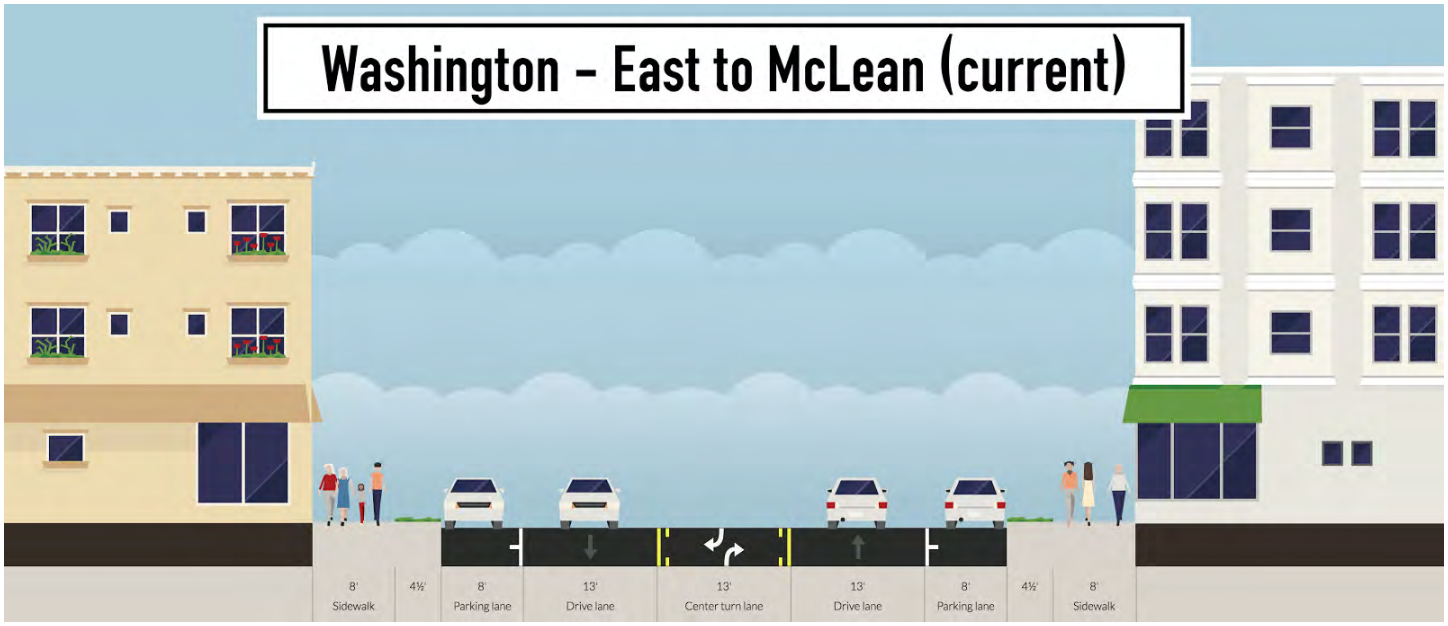


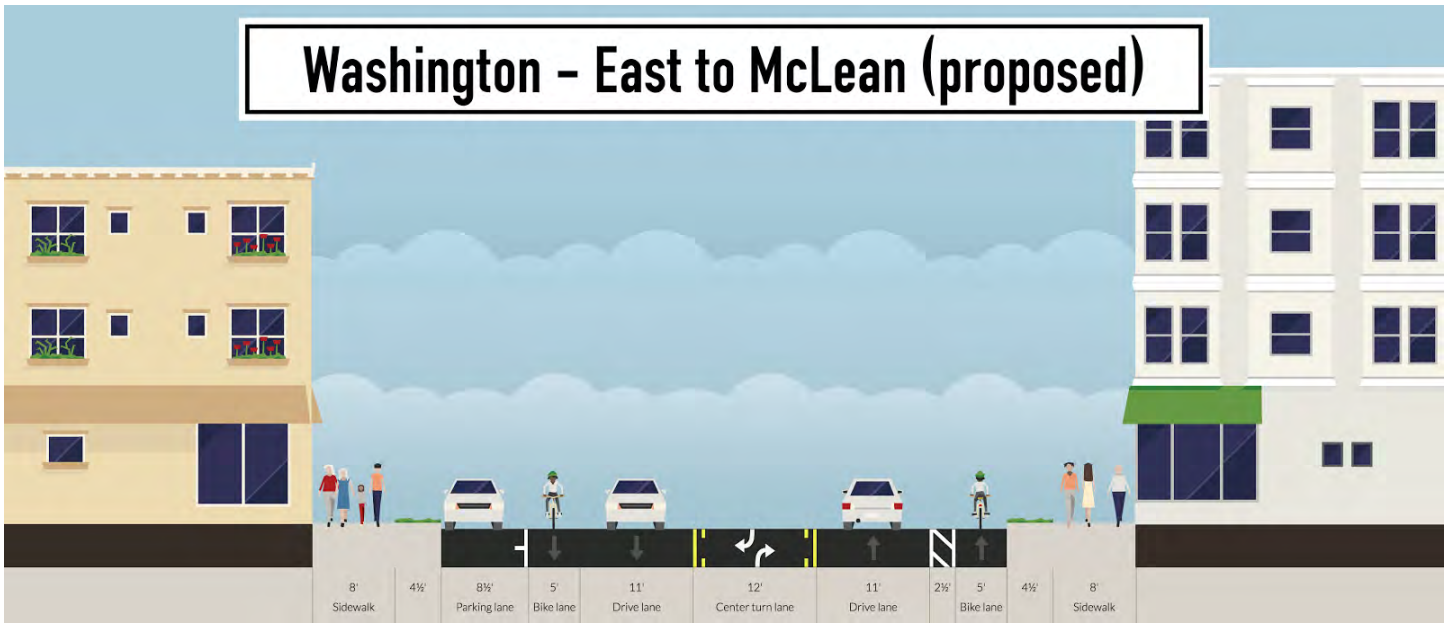
From McLean to Clayton, we propose: 6’ bike lane - 2.5’ buffer zone - 11.5’ vehicle lane - 11.’5 vehicle lane - 2.5’ buffer zone - 6’ bike lane. In this configuration, the centerline would not have to move, but the existing white lane markings would be 1.5’ inside the vehicle lanes, so this piece will not be able to happen until those markings are sufficiently removed.



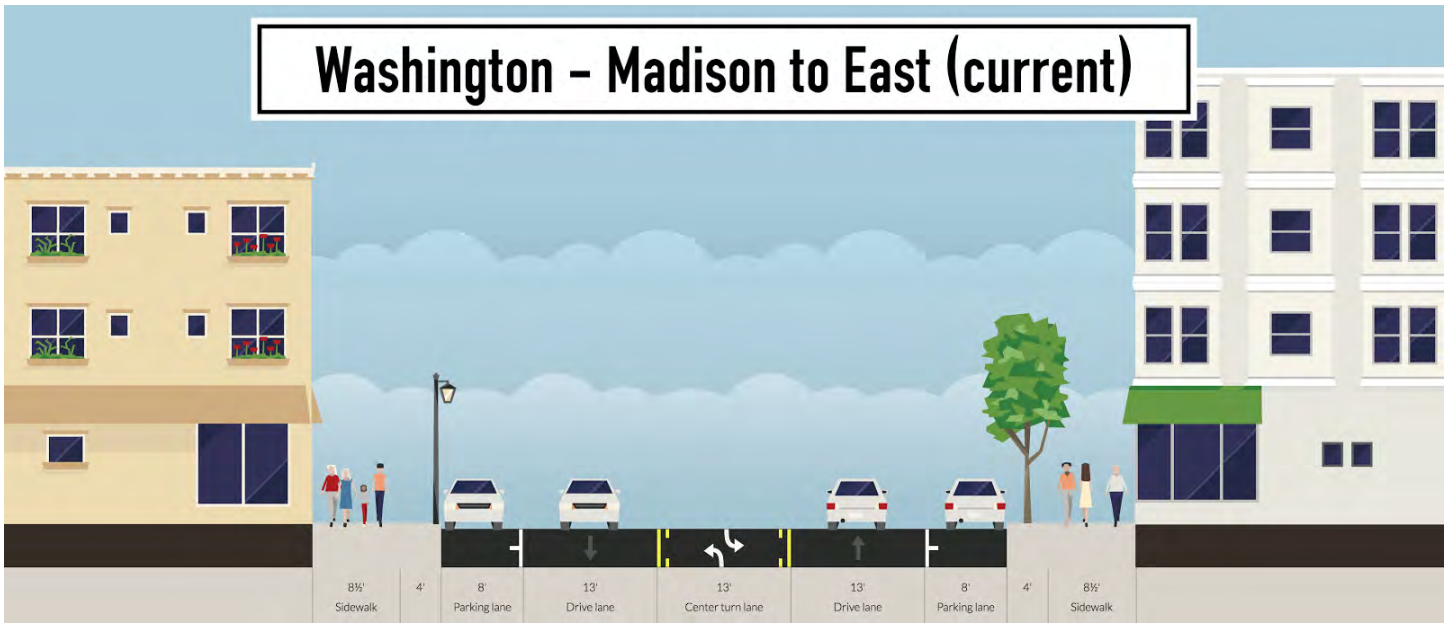


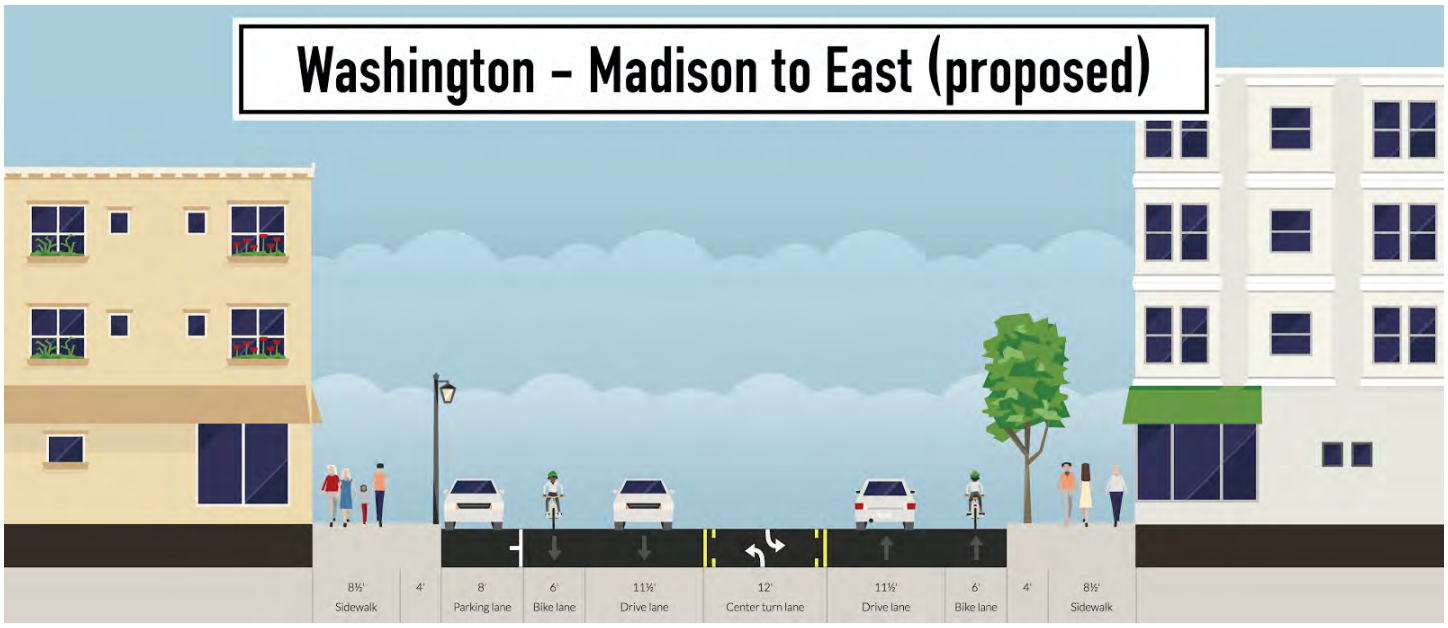
From East to McLean, we propose: 8.5’ parking lane on the south side - 5’ bike lane - 11’ vehicle lane - 12’ left turn lane - 11’ vehicle lane - 2.5’ buffer zone - 5’ bike lane. On the south side, the extra-wide parking lane would more comfortably accommodate the loading/unloading needs of the Castle Theater, compared to today’s skinnier parking lane. On the north side, the 2.5’ buffer plus the 5’ bike lane would be temporarily used for parking the Parks Department’s portable stage for summer shows at Withers Park; when used in this manner, cyclists would have to merge with vehicular traffic for roughly half a block. Because the stage would be easily visible from several blocks away, cyclists who are uncomfortable doing so would easily be able to find another route. Because this configuration is significantly different from the current lane configuration, this piece of the project would also not happen until the existing markings have been sufficiently removed.



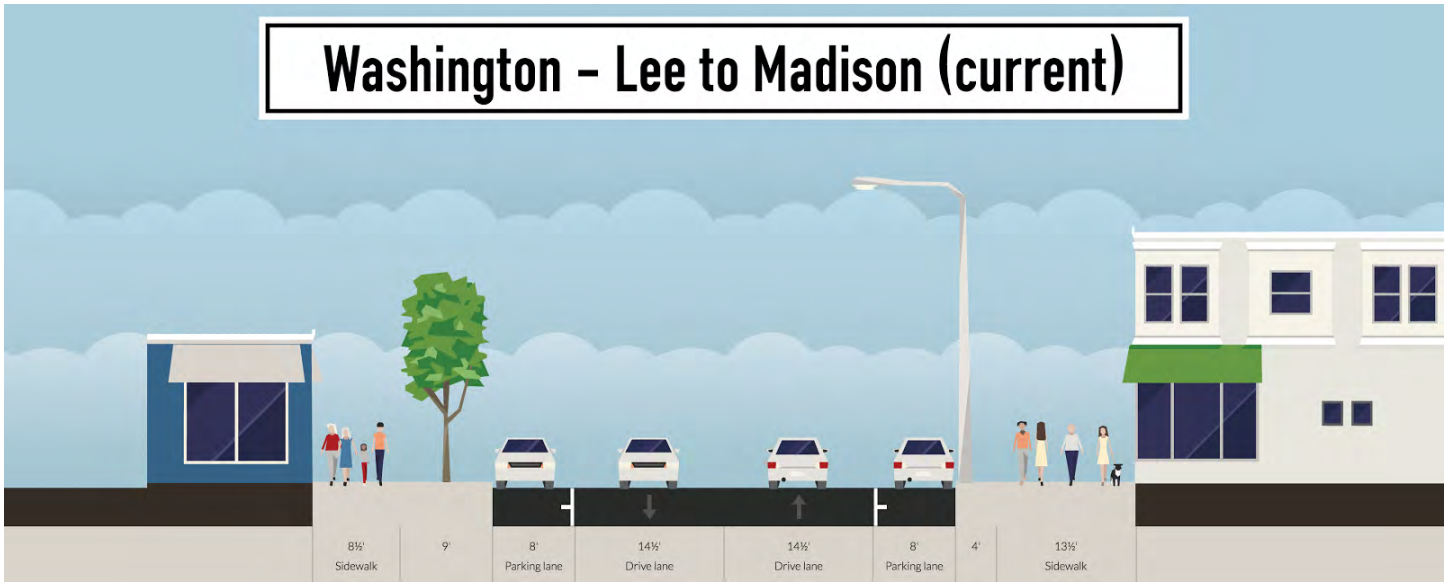


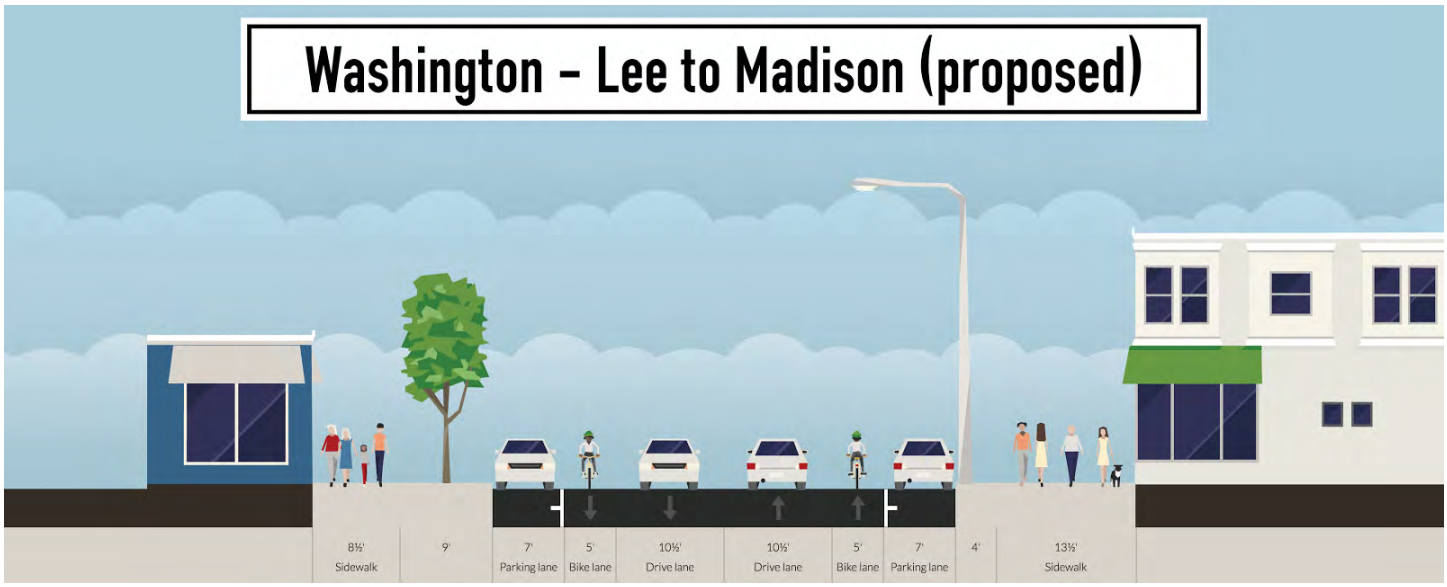
From Madison to East (inside the Downtown “belt buckle”), we propose: 8’ parking lane on the south side - 6’ bike lane - 11.5’ vehicle lane - 12’ left turn lane - 11.5’ vehicle lane - 6’ bike lane. The south side of the street has curb extensions, which fit in perfectly with this reorganization. The bus dropoff zone in front of the McLean County Museum of History/Route 66 Visitors Center would remain under this proposal. When using this loading zone, buses would encroach on the bike lane, so cyclists would have to merge into the vehicle lane.





From Lee to Madison, we propose: 7’ parking lane - 5’ bike lane - 10.5’ vehicle lane - 10.5’ vehicle lane - 5’ bike lane - 7’ parking lane. We will note here that this is the only section of Washington where our proposal involves vehicle lanes below 11’ wide, and we are thankful for staff’s willingness to try this. We recognize that this stretch of Washington sees a fair number of emergency vehicles (which run up to 8.5’ plus mirrors), but staff agreed to the 10.5’ width because all we’re doing is paint; everyone (cyclists and car drivers alike) will be expected to pull as far to the right as possible if an emergency vehicle is coming through, and there is almost never any cross-traffic among these larger vehicles on this two-block stretch. This can be considered a pilot to see how a 10.5’ lane width can work on a low-volume (6,150 ADT) arterial.





Parking

There are currently 81 parking spaces on Washington in the Downtown area, between Lee and Prairie. This proposal would remove 19 of those spaces, bringing the total to 62 parking spaces. Of those repurposed parking spaces, none are directly adjacent to a storefront. Only two entities' doors face the north side of Washington in the area that would lose the existing parking lane: PNC Bank, which has a large off-street parking lot, and State Farm Insurance. In front of State Farm, the parking lane is marked as a loading zone; Bike BloNo has initiated conversations with State Farm to determine whether this is completely necessary or if there is another location that could serve this purpose.

Request

We recognize that there are some outstanding boxes to check before full implementation of this plan; notably, it's important that Downtown stakeholders are able to provide input before the city removes 19 of the 81 parking spaces, and there are a few crossings of IDOT roads that will also involve additional work before implementation. **What we are asking for today is Council approval for a public input process co-facilitated by Bike BloNo and the Public Works Department, with an eye toward potentially amending the Bike Master Plan to align with the vision expressed in this document.**

Our proposed timeline is:

- early May: public meeting for Downtown stakeholders
- May 15-19: temporary demonstration project in the Kreitzer to Mercer area
- late May: public meeting for FGNA-area stakeholders
- mid-June: public meeting for the whole community, including people between Downtown and FGNA
- late June: Council review of public input & vote on potential amendment

If adopted as proposed, staff would be given the go-ahead to implement the configuration described herein from Regency to Kreitzer in the summer 2017 construction season. The rest of this plan - from Kreitzer to Lee - would be added to the Bike Master Plan as a wish-list item for future refinement and implementation over the next several years as budget allows.