



CITY OF
BLOOMINGTON
REGULAR SESSION
COUNCIL MEETING
FEBRUARY 12, 2018



City Logo Design Rationale

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

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

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

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

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

Brief Summary of Five Council Priorities

Five Priorities

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

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

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

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

1. Economic Development

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

2. Infrastructure

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

3. Financial Planning

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

4. Reduced Emergency Response Times

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

5. Downtown Implementation Plan

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



RESOLUTION NO. 2016 -29

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

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

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

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

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

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

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

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

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

Vision: A Jewel of Midwest Cities

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

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

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

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

CITY OF BLOOMINGTON

A handwritten signature in black ink, reading "Tari Renner".

Tari Renner, Mayor

ATTEST

A handwritten signature in black ink, reading "Cherry L. Lawson".

Cherry L. Lawson, City Clerk

AGENDA



**CITY COUNCIL MEETING AGENDA
CITY HALL COUNCIL CHAMBERS
109 EAST OLIVE STREET, BLOOMINGTON, IL 61701
MONDAY, FEBRUARY 12, 2018; 7:00 P.M.**

- 1. Call to order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer**
- 4. Roll Call**
- 5. Recognition/Appointments**
 - A. Appointment of Holly Sellers to the Bloomington Citizens' Beautification Committee.
- 6. Public Comment**
- 7. "Consent Agenda"**

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

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

- A. Consideration of approving the Minutes of the January 22, 2018 Regular City Council Meeting Minutes. *(Recommend the reading of minutes be dispensed and approved as printed.)*
- B. Consideration of approving Bills, Payroll, and Electronic Transfers in the amount of \$7,276,160.01. *(Recommend the Bills, Payroll, and Electronic Transfers be allowed in the amount of \$7,276,160.01, and orders drawn on the Treasurer for the various amounts as funds are available.)*

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- C. Consideration of Approving an Appointment to the Citizens' Beautification Committee. *(Recommend Holly Sellers be appointed to the Bloomington Citizens' Beautification Committee.)*
- D. Consideration of approving the purchase of 10 complete sets of Firefighter Turnout Gear, through a joint purchase agreement, in the amount of \$28,703.60 as requested by the Fire Department. *(Recommend approving the purchase of ten (10) complete sets (jacket and pants) of Globe Custom GXtreme 3.0 Firefighter Turnout Gear be purchased utilizing the National Purchasing Partners- Government (NPPGov) program from Municipal Emergency Services, Inc. (MES #00000168, expires-5/28/23), Deerfield, IL in the amount of \$28,703.60, and the Procurement Manager be authorized to issue a Purchase Order.)*
- E. Consideration of an Intergovernmental Agreement with McLean County for Booking Fees in the amount of \$27,108 annually as requested by the Police Department. *(Recommend the City enter into an Intergovernmental Agreement with McLean County for Booking Fees in the amount of \$27,108 annually, and authorize the Mayor and City Clerk to execute the necessary documents.)*
- F. Ratification of Contract with AFSCME Local 699 who represent workers at the Bloomington Public Library. *(Recommend the Contract be ratified.)*
- G. Consideration of a Resolution Waiving the Formal Bidding Process and approving a contract for supply and delivery of Cationic and Anionic polymers from Brenntag Mid-South, Inc. for water treatment purposes at the quoted price of \$0.75 per pound for cationic polymer and \$1.47 per pound for anionic polymer, up to a maximum cost of \$60,925.00, as requested by the Water Department. *(Recommend A Resolution Waiving the Formal Bidding Requirements and Authorizing a Contract with Brenntag Mid-South, Inc., for the Purchase of Specialty Water Treatment Chemicals (Polymers), up to a maximum cost of \$60,925.00, be approved and the Mayor and City Clerk be authorized to execute the Resolution, and the Interim City Manager and City Clerk be authorized to execute the contract and other necessary documents.)*
- H. Consideration of a Resolution Waiving the Formal Bidding Process for the purchase of EXO Sondes, hand held display units and sensors for turbidity, total algae, pH and temperature data collections and associated hardware at the quoted cost of \$69,251.00 to measure raw water quality as it enters the pump houses at Evergreen Lake and Lake Bloomington allowing the Water Department to adjust treatment processes in real-time from Xylem, Inc as requested by the Water Department. *(Recommend a Resolution Waiving the Formal Bidding Requirements and Approving the Purchase of Water Quality Instruments and Hardware from Xylem, Inc., in the amount of \$69,251.00, be approved and the Mayor and City Clerk be authorized to*

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execute the Resolution and the Procurement Manager be authorized to execute the purchase order.)

- I. Consideration of a Resolution Waiving the Formal Bidding Process and approving a contract for repairs to a roof top unit at the Grossinger Motors Arena at a cost up to \$30,000.00 as requested by Facilities. *(Recommend a Resolution Waiving the Formal Bidding Requirements and approving a contract with Heritage Machine & Welding, Inc., in an amount up to \$30,000.00, be approved and the Mayor and City Clerk be authorized to execute the Resolution and the Interim City Manager authorized to execute the Contract.)*
- J. Consideration of a Resolution Waiving the Formal Bidding Process and approving a contract for repairs to the roof below a roof top unit at the Grossinger Motors Arena at a cost up to \$30,240.00. *(Recommend a Resolution to Waiving the Formal Bidding Requirements and a contract with Western Specialty Contractors, in an amount up to \$30,240.00, and authorize the Mayor and City Clerk to execute the Resolution, and the Interim City Manager authorized to execute the Contract.)*
- K. Consideration of adopting an Ordinance approving a petition from Parkway Partners – One Inc., for the approval of a final plat for Parkway Village PUD Phase 5, (located south of Veterans parkway, East of Mercer Ave and north of Ireland Grove Rd), subject to a water main easement plat being submitted for Council approval as requested by the Public Works and Water Departments. *(Recommend adopting an Ordinance approving a petition from Parkway Partners – One Inc., for the approval of a final plat for Parkway Village PUD Phase 5, (located south of Veterans Parkway, east of Mercer Ave. and north of Ireland Grove Rd.), subject to a water main easement plat being submitted for Council approval and the Mayor and City Clerk to be authorized to execute the necessary documents.)*
- L. Consideration of an application submitted by P-Corn Acquisitions of Minnesota and Illinois, LLC d/b/a Bloomington Galaxy Cinema, located at 1111 Wylie Drive in Bloomington, IL 61705, requesting an EAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week as requested by the City Clerk's Office. *(Recommend the application of P-Corn Acquisitions of Minnesota and Illinois, LLC d/b/a Bloomington Galaxy Cinema requesting an EAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week be approved upon all compliance with contingencies of all employees serving alcohol complete BASSET and that wristbands be used for purchasers of alcohol.)*

8. “Regular Agenda”

- A. Consideration of a Resolution directing City staff to include funds in the amount of \$450,000 in the FY 2019 budget for intersection design, plans, construction documents, right-of-way, utility relocation, and construction for the intersection of Towanda Barnes Road and Ireland

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Grove Road, and authorizing the Interim City Manager or Mayor to enter into an amended intergovernmental agreement with the County on the intersection improvements, as requested by the Public Works Department. *(Recommend A Resolution Directing staff to include funds in the FY 2019 Budget for Intersection Design, Plans, Construction Documents, Right-of-Way, Utility Relocation, and Construction for the Intersection of Towanda Barnes Road and Ireland Grove Road; and authorizing an Amended Intergovernmental Agreement with McLean County be approved; and the Mayor and City Clerk authorized to execute the Resolution, and authorizing the Interim City Manager or Mayor to execute an amended Intergovernmental Agreement.) (Presentation by Jim Karch, Director of Public Works, 10 minutes presentation, City Council 20 minutes discussion)*

B. Consideration of:

- a. Presentation of the Downtown East Washington Street Redevelopment Project Area Tax Increment Financing Redevelopment Plan *(Presentation by Bob Mahrt, Interim Community Development Director, 10 minutes presentation, City Council, 10 minutes discussion.); and*
- b. Approving an Ordinance to set a date for, and to approve a notice of a public hearing for the Downtown East Washington Street Redevelopment Project Area as recommended by the City's Community Development Department (The Redevelopment Project Area generally includes the East Washington Street Corridor bounded by North Gridley Street on the west and North Evans Street on the east including the former Bloomington High School building at 510 East Washington Street).

Recommendation/Motion:

(Recommend an Ordinance to set a date for and to approve a notice of a public hearing for the Downtown East Washington Street Redevelopment Project Area be approved and authorize the Mayor and City Clerk to execute the necessary documents.)

- C. Consideration of an Ordinance approving a Contract to purchase the vacant property at 404 East Washington Street (the "Smith Property" which is adjacent to the City-owned former Coachman Motel property at 408 East Washington Street) for \$95,000.00 as recommended by the City's Community Development Department. *(Recommend an Ordinance approving a Contract to purchase commercial real estate located at 404 East Washington Street in the amount of \$95,000.00 be approved and the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Bob Mahrt, Interim Community Development Director, 5 minutes presentation, City Council, 5 minutes discussion.)*

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- 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: February 12, 2018

COUNCIL AGENDA ITEM NO. 5

Recognition/Appointments

- A. Appointment of Holly Sellers to the Bloomington Citizens' Beautification Committee.

CONSENT AGENDA



CONSENT AGENDA ITEM NO: 7A

FOR COUNCIL: February 12, 2018

SUBJECT: Consideration of approving the Minutes of the January 22, 2018 Regular City Council Meeting.

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

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

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

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

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for Council consideration.

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

Recommended by:

A handwritten signature in black ink, appearing to read "Steve Rasmussen".

Steve Rasmussen
Interim City Manager

Attachments:

- January 22, 2018 Regular City Council Meeting Minutes

**SUMMARY MINUTES
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS
MONDAY, JANUARY 22, 2018; 7:00 P.M.**

The Council convened in Regular Session in the Council Chambers of City Hall, 109 East Olive Street; Bloomington, IL at 7:00 PM.

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

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

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

Recognition/Appointments

- A. Proclamation declaring Centennial of First World War.
- B. Proclamation declaring January 21 – 27, 2018, National School of Choice Week
- C. Presentation of the Heritage Awards to the following individuals and projects:
 - Brad Williams—Individual Committed to Preservation
 - Fred Wollrab—Individual Committed to Preservation
 - Bloomington Lodge No. 43 Ancient Free and Accepted Masons—Restoration of 302 E. Jefferson St.
 - Diana Krieg and Dawn Peters—Landscape Restoration for 409 E Grove St.
- D. Presentation of the Martin Luther King, Jr. Award by the Bloomington/Normal Human Relations Commission:
 - Jordyn Blythe—"I Have A Dream" Youth Award
 - Lorenzo Marshall—"I Have A Dream" Adult Award
 - Xavier Higgins—"I Have A Dream" Adult Award
 - Andre Hursey—"I Have A Dream" Adult Award
- E. Appointment of Matthew Watchinski to the Bloomington Library Board of Trustees.

Public Comment

Mayor Renner opened the meeting to receive public comment and the following individuals provided comments.

Tyson Mohr	Donna Bolen	Julien Sigler
Gary Lambert	Mike Fitzgerald	Charlotte Alvarez
Glen Ludwig	Nancy Marciniec	

“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.)

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Mayor Renner asked for a motion to approve the Consent Agenda.

Motion by Alderman Schmidt and second by Alderman Painter that the Consent Agenda be approved.

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

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

Nays: None

Motion carried.

The following item was presented:

Item 7A. Consideration of approving the Minutes of the January 8, 2018 Regular City Council Meeting. *(Recommend that the reading of minutes be dispensed and approved as printed.)*

The following item was presented:

Item 7B. Consideration of approving Bills, Payroll, Procurement Card Purchases, and Electronic Transfers in the amount of \$6,775,578.24 as requested by the Finance Department. *(Recommend the Bills, Payroll, Procurement Card Purchases, and Electronic Transfers be allowed in the amount of \$6,775,578.24, and orders drawn on the Treasurer for the various amounts as funds are available.)*

The following item was presented:

Item 7C. Consideration of Approving an Appointment to the Library Board of Trustees as requested by Administration Department. *(Recommend Matthew Watchinski be appointed to the Bloomington Library Board of Trustees.)*

The following item was presented:

Item 7D. Ratification of a Collective Bargaining Agreement between the City and AFSCME Local 699, in relation to employees within the Public Works Department and Parks, Recreation and Cultural

Arts Department. *(Recommend the Collective Bargaining Agreement between the City and AFSCME Local 699 be ratified and City staff be authorized to execute the Agreement.)*

The following item was presented:

Item 7E. Consideration of authorizing a Rejection of Bids for Wide Area Connection (WAN) Circuit Upgrades (RFP #2018-22) as requested by Information Services. *(Recommend the City Council reject all bids for the Wide Area Connection (WAN) circuits.)*

The following item was presented:

Item 7F. Consideration of an Ordinance Amending the Budget to appropriate and allow Community Development Block Grant funds not used in FY 2017 to be used in FY 2018 as proposed by the Community Development Department. *(Recommend an Ordinance Amending the FY 2018 Budget be approved to appropriate FY 2017 CDBG carry-forward funding for expenditure in FY 2018, and that the Mayor and City Clerk be authorized to execute the Ordinance.)*

ORDINANCE NO. 2018-3

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2018

The following item was presented:

Item 7G. Consideration of adopting an Ordinance approving petition(s) from Bloomington Public School District 87 for the dedication of a 15' Sanitary Sewer Easement at 2502 E. Empire Street (located south of Locust Street and east of Colton Ave) to clarify the existence of a relocated utility easement for the City as requested by the Public Works Department. *(Recommend an Ordinance Approving the Dedication of Several Easements at 2502 E. Empire Street be approved and that the Mayor and City Clerk be authorized to execute the necessary documents.)*

ORDINANCE NO. 2018-4

AN ORDINANCE APPROVING THE DEDICATION OF SEVERAL EASEMENTS LOCATED AT 2502 E. EMPIRE STREET, BLOOMINGTON ILLINOIS

The following item was presented:

Item 7H. Consideration of An Ordinance Clarifying Authority of the local Liquor Control Commissioner to sanction Liquor License holders for Failure to Pay Taxes as requested by the Legal Department. *(Recommend an Ordinance be passed clarifying authority of the local Liquor Commissioner to sanction Liquor License holders for failure to pay taxes.)*

ORDINANCE NO. 2018- 5

AN ORDINANCE CLARIFYING AUTHORITY OF THE LOCAL LIQUOR CONTROL COMMISSIONER TO SANCTION LIQUOR LICENSE HOLDERS FOR FAILURE TO PAY MUNICIPAL TAXES

“Regular Agenda”

The following item was presented:

Item 8A. Presentation and Update on the FY2019 "Big Picture" Budget (*Presentation by Steve Rasmussen, Interim City Manager 45 minute presentation, City Council 45 minute discussion*)

Interim City Manager Steve Rasmussen continued discussion on proposed FY2019 Budget and invited department directors, Jim Karch, Director of Public Work, Nicole Albertson, Human Resource Director, Patti-Lynn Silva, Finance Director, Bob Mahrt, Interim Director of Community Development, Russ Waller, Facilities Manager, and Scott Rathbun, Budget Manager to provide some insight to departmental budgets.

Mr. Rasmussen stated he could bring back a resolution to Council on the February 12, 2018 Council Agenda directing staff to begin exploring the potential for alternatives for dealing with solid waste and potential cost-savings.

Mayor Renner asked whether there was a consensus of the Council directing city staff to bring back to Council on the February 12, 2018 agenda with a resolution addressing cost-savings alternatives for handling solid waste. Council provided a consensus directing city staff.

The following item was presented:

Item 8B. Consideration of a Resolution recommended by the City's Community Development Department approving an agreement to fund the Small Business Development Center at Illinois Wesleyan University, in the amount of \$9,709.00 for 2017 in 2018, \$26,068.00 for 2018 in 2018, and \$26,068.00 for 2019 in 2019. (*Recommend a Resolution approving the Small Business Development Center funding agreement between the City of Bloomington, Bloomington-Normal Economic Development Council, and Illinois Wesleyan University be approved and the Mayor and City Clerk be authorized to execute the necessary documents.*) (*Presentation by Jeffrey Jurgens, Corporation Counsel 5 minute presentation, City Council 5 minute discussion*)

RESOLUTION NO. 2018-2

A RESOLUTION APPROVING THE SMALL BUSINESS DEVELOPMENT CENTER FUNDING AGREEMENT BETWEEN THE CITY OF BLOOMINGTON, BLOOMINGTON-NORMAL ECONOMIC DEVELOPMENT COUNCIL, AND ILLINOIS WESLEYAN UNIVERSITY

Mr. Jurgens stated, this is as of last November, we brought forward a four-party agreement to fund the SPDC. The other parties included Wesleyan, BNEDC, the Town of Normal and the City of Bloomington. The Town of Normal subsequently opted to fund the program by a separate resolution so they're not a party to the agreement. The City has revised the agreements. Now it's just a three-party agreement with BNEDC, IWU, and the city. It's at the same funding level that the City committed to in the previous...back in November. The Town opted for a different funding level, but that hasn't impacted the program. We needed a new mechanism to authorize that funding because the previous agreement

authorized us only to make our payment after all the parties executed the agreement. We still like the idea of an agreement for the accountability and the other clarity that it provides.

Alderman Hauman motioned and Alderman Painter second the motion to approve a Resolution approving the Small Business Development Center funding agreement between the City of Bloomington, Bloomington-Normal Economic Development Council, and Illinois Wesleyan University be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Recused: Alderman Karen Schmidt

Motion carried.

City Manager's Discussion

I will be out all next week on vacation, but I will be available by texting and by phone. In my absence, Fire Chief Mohr will be the acting Interim City Manager. The second thing is about two meetings ago, we had the MOU for the Friends of the BCPA. It was pulled off the agenda and for further discussion, and the Council have asked me to come back by March 1st, with the full discussion of that MOU. I've been asked by the president of the Friends of the BCPA if we could extend that until the first of April because she will be out of the country all during the month of March and would like to be able to be here... she would like to be here to participate in that. Since I promised you I'd get back to you by the 1st of March, I wanted to ask for an extension.

Alderswoman Schmidt state, Vicki Tilton did respond in an email. She would prefer that it not get slowed down and that she figured you were reading her reaction, which simply...she's disappointed that she won't be here, but she doesn't want it slowed down at all.

Chief Mohr, stated, the assistance firefighter grants open up and they're due to be submitted by February two. We're looking at writing a grant for a station generator. We have two stations, station three and headquarters. Both have generators that are almost 45 years old. It is getting hard to get parts for those; about \$150,000 apiece for these. The department is writing a grant for \$100,000 assist for that.

Mayor's Discussion

Mayor Renner stated, the only thing that I have is to clarify we did have only one person tonight in public comment, but in the past we've had hundreds dealing with the Welcoming City ordinance. The December 18 meeting at the BCPA did have the majority of the Council asked us or direct the staff to write up a compromise resolution and bring it back. We could have voted on it tonight, but there was some concern amongst a few of my colleagues. Out of deference, we have postponed it until February 12 at the

BCPA. That, hopefully, will be the time where whether it's voted up or down, it's voted on.

City Aldermen's Discussion

Alderwoman Hauman echoed Alderman Black's comments stating, she appreciates the work that went into presenting the budget during a regular Council Meeting as oppose to having a meeting on a Saturday to discuss the budget.

Alderman Black provided an update to the Council. At the beginning of November, I submitted Alderman's request form signed by a number of my colleagues regarding tapping. When you call 911 on your cell phone in Bloomington, then it doesn't have to get transferred to Bloomington dispatch. He had met with Mr. Rasmussen regarding this. That for the time being, as there may be a next generation system that comes out that would solve that problem. It would not be wise to adjust everything before making another system update in a year or so. Although in my conversations with Steve, this is a great topic for a joint meeting with Normal and the county because all these partners are impacted by this, and I consider this to be a very high public high safety issue because this is seconds and minutes and time that's wasted having to transfer phone calls. Fewer and fewer people have landlines so this needs to be addressed at some point in the very near future.

Alderwoman Buragas stated she has a few items to discuss. First, she thanked Alderwoman Hauman for working with the citizens on the Ad Hoc Committee. I really appreciate all the time and effort that clearly has gone into discussing the budget and looking for improvements. Number two, the new section on Community Development Impact is very valuable and I appreciate that having been put in there. Number three, we really need a wave pool.

Alderman Sage asked for an update on the RFP process for the city manager's search. Council laid out a process in October 2017 at the Committee of the Whole Meeting where I think that staff had suggested that we'd probably be working with that in January.

Mayor Renner responded stating, for a variety of reasons, we will be discussing it at our next Council Meeting.

Alderman Mathy thanked staff for putting the budget information together, and for anyone in the public who is interested in learning more about the budget, he and Alderman Hauman are hosting a Town Hall meeting tomorrow night at the Breckenridge Homeowners Association clubhouse, which is at the corner of White Eagle and Streid Road.

Adjournment

Mayor Renner asked for a motion to adjourn the meeting.

Motion by Alderman Hauman seconded by Alderman Black adjourning the meeting. Meeting adjourned at 9:45 PM.

Motion carried. (Viva Voce)

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk



CONSENT AGENDA ITEM: 7B

FOR COUNCIL: February 12, 2018

SUBJECT: Consideration of approving Bills, Payroll, and Electronic Transfers in the amount of \$7,276,160.01.

RECOMMENDATION/MOTION: The Bills, Payroll, and Electronic Transfers be allowed in the amount of \$7,276,160.01, 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 \$7,276,160.01 (Payroll total \$4,560,655.85, Accounts Payable total \$2,601,307.17, and Electronic Transfers total \$114,196.99).

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Accounts Payable

Reviewed by: Scott Rathbun, Sr. Budget Manager

Recommended by:

A handwritten signature in black ink, appearing to read 'Steve Rasmussen', written over a horizontal line.

Steve Rasmussen
Interim City Manager

Attachment:

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

CITY OF BLOOMINGTON FINANCE REPORT					
Council of February 12, 2018					
PAYROLL					
Date	Gross Pay	Employer Contribution	Totals		
1/18/2018	\$ 1,467,674.17	\$ 378,100.32	\$ 1,845,774.49		
1/19/2018	\$ 215,661.64	\$ 78,854.38	\$ 294,516.02		
1/26/2018	\$ 231,905.78	\$ 80,939.78	\$ 312,845.56		
2/1/2018	\$ 1,435,852.09	\$ 377,251.23	\$ 1,813,103.32		
2/2/2018	\$ 202,010.42	\$ 75,063.18	\$ 277,073.60		
1/19/2018-1/30/2018	\$ 14,995.06	\$ 2,347.80	\$ 17,342.86		
Off Cycle Adjustments					
		PAYROLL GRAND TOTAL	\$ 4,560,655.85		
ACCOUNTS PAYABLE					
Date	Bank	Total		PCARDS	
2/12/2018	AP General	\$ 2,361,788.21		Date Range	Total
2/12/2018	AP Comm Devel	\$ 34,449.09		PCARD GRAND TOTAL	
2/12/2018	AP IHDA	\$ 2,990.00			
2/12/2018	AP Library	\$ 50,678.88			
2/12/2018	AP MFT	\$ 6,812.64		WIRES	
	Off Cycle Check Runs			Date Range	Total
1/24/2018-2/7/2018		\$ 144,588.35		1/19/2018-2/2/2018	\$ 114,196.99
	AP GRAND TOTAL	\$ 2,601,307.17		WIRE GRAND TOTAL	\$ 114,196.99
		TOTAL			\$ 7,276,160.01
			Respectfully,		
				Patti-Lynn Silva	
				Finance Director	



CONSENT AGENDA ITEM NO. 7C

FOR COUNCIL: February 12, 2018

SUBJECT: Consideration of Approving an Appointment to the Citizens' Beautification Committee.

RECOMMENDATION/MOTION: Holly Sellers be appointed to the Bloomington Citizens' Beautification Committee.

STRATEGIC PLAN LINK: Goal 4. Strong Neighborhoods.

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

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

Citizens' Beautification. Holly Sellers to the Citizens' Beautification Committee. Holly will be fulfilling the term previously held by Georgene Chissell who was appointed to the Historic Preservation Commission on 11-13-17. Holly's term will be effective upon appointment and will expire 4-30-19. Application is on file in the Administration Office.

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

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by:

M. Beth Oakley, Executive Assistant

Recommended by:

A handwritten signature in black ink, appearing to read "Steve Rasmussen".

Steve Rasmussen
Interim City Manager

Attachments:

- Roster

Citizens Beautification Committee

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date	Ward	Email	Street	City	Zip	Home Phone	Work Phone	Cell Phone	Notes
x	resigned 6-13-17	Laurel	Schumacher	04/30/18	2015	05/11/15	9			Bloomington	61704				
x	Chair	Robin	VanDermay	04/30/20	2014	03/27/17	3			Bloomington	61704				
x		Patricia	Marton	04/30/20	2014	03/27/17	4			Bloomington	61701				
x	to Historic Pres	Georgene	Chissell - (Sellers)	04/30/19	2016	07/11/16	2			Bloomington	61704				
x	to Transportation	Elizabeth	Kooba	04/30/19	2017	05/08/17	8			Bloomington	61705				
x		Robert	Bradley	04/30/18	2017	05/22/17	9			Bloomington	61704				
x		Debbie	Hanchett	04/30/18	2017	06/26/17	4			Bloomington	61701				
x		Amanda	Weissgerber	04/30/19	2016	06/27/16	4			Bloomington	61701				
x		Valerie	Dumser	04/30/19	2012	06/13/16	7			Bloomington	61701				
x	resigned 7-18-17	Tamika	Matthews	04/30/19	2016	07/11/16	6			Bloomington	61701				
x		Erica	Larkin	04/30/20	2013	05/22/17	1			Bloomington	61701				
x		Mark	Larsen	04/30/18	2015	05/11/15	5			Bloomington	61704				
	Ex-Officio	Jan	Lauderman							Bloomington	61704				
	Ex-Officio	Stan	Cain												
	Staff	Robert	Moews						Parks & Rec				434-2280		
	Staff	David	Lamb						Parks & Rec				434-2280		

Details:

Term: 3 years (4 years prior to 5/1/2014)

Term Limit per City Code: 3 terms/9 years

Members: 12 members, 1 ex-officio member

Number of members the Mayor appoints: 12

Type: Internal

City Code: 1973-32, Chapter 2, Section 72

Required by State Statute: No

Intergovernmental Agreements:

Funding budgeted from COB for FY2014:

Meetings: 3rd Thursday of each month at 6:00 pm - BPD Osborn Room

Number of Vacancies: 5

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

Number of Expired Board Members Eligible for Reappointment: 0

Appointment/Reappointment Notes:



CONSENT AGENDA ITEM NO. 7D

FOR COUNCIL: February 12, 2018

SPONSORING DEPARTMENT: Fire Department

SUBJECT: Consideration of approving the purchase of 10 complete sets of Firefighter Turnout Gear, through a joint purchase agreement, in the amount of \$28,703.60 as requested by the Fire Department.

RECOMMENDATION/MOTION: Approving the purchase of ten (10) complete sets (jacket and pants) of Globe Custom GXtreme 3.0 Firefighter Turnout Gear be purchased utilizing the National Purchasing Partners- Government (NPPGov) program from Municipal Emergency Services, Inc. (MES #00000168, expires-5/28/23), Deerfield, IL in the amount of \$28,703.60, 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 1a. Budget with adequate resources to support defined services and level of service, and 1d. City services delivered in the most cost effective and efficient manner.

BACKGROUND: Council authorized the purchase of turnout gear as part of the FY 2018 budget. The Fire Department needs to provide protective turnout gear to the ten (10) recently on-boarded probationary firefighter/paramedics.

Firefighter protective clothing is on a seven (7) year replacement schedule. This schedule is based on the National Fire Protection Association's recommendation useful life for firefighting protective wear. Since 2006, the Fire Department has made considerable investments in this particular turnout gear providing consistency in use for firefighters and cost savings.

The gear that the Department uses was selected in during an extensive evaluation process that involved technical specification comparison, wear testing, warranty and cost.

The model of turnout gear specified and used has received upgrades in materials and components since it was originally evaluated. It remains the best gear providing firefighter protection and at reasonable cost.

NPPGov serves public and non-profit markets as a cooperative purchasing organization providing access to contracts created through an RFP process conducted by a lead public agency. NPPGov serves government, education and non-profit markets including two specialized programs: FireRescue GPO and Law Enforcement GPO. The FireRescue GPO program specifically serves the fire and rescue market and has a unique connection with fire chiefs associations throughout the country. The Law Enforcement GPO program serves the law enforcement, emergency communications and emergency management industry.

NPPGov is the government division of National Purchasing Partners (NPP), which is a national group purchasing company serving a variety of private and public markets. NPP is a private company owned by a non-profit hospital, Virginia Mason, in Seattle, Washington.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The total cost for the Firefighter Turnout Gear is \$28,703.60 which has been budgeted in Fire-Protective Wear account (10015210 – 62191). Stakeholders can locate this in the FY 2018 Budget Book titled “Adopted General Fund Budget” on page 290.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Eric Vaughn, Deputy Chief of Administration

Reviewed by: Brian M. Mohr, Fire Chief

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- 1B EXHIBIT MES NPP Quote, dated 01/16/2018.
- 1C EXHIBIT NPP RFP 1540
- 1D EXHIBIT Intergovernmental Cooperative Agreement



124 East First Street
Deer Creek, IL 61733

Quote

Date 1/16/2018
Quote # QT1147087
Expires 2/15/2018
Sales Rep Crabtree, James
PO # NEW HIRE PPE
Shipping Method FedEx Ground

Bill To
C/O Sue
BLOOMINGTON F.D.
310 N LEE ST
BLOOMINGTON IL 61701-3834

Ship To
ERIC VAUGHN 309-434-2500
BLOOMINGTON FIRE DEPT.
310 N LEE ST
BLOOMINGTON IL 61701-3834
United States

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
Globe GXtreme 3.0 Coat	157N2-G		157N2-G Custom Globe GXtreme 3.0 Coat GLOBE GXT 3.0 COAT PER BLOOMINGTON SPECS AND GLOBE QUOTE 022517-10G	10	1,550.00	15,500.00
Globe GXtreme 3.0 Pant	257N2-G		257N2-G Custom Globe GXtreme 3.0 Pant GLOBE GXT 3.0 PANT PER BLOOMINGTON SPECS AND GLOBE QUOTE 022517-10G	10	1,184.66	11,846.60
Globe Alter/Repair	ESCAPE BELT		ESCAPE BELT Globe Alterations/Repair KEVLAR CLASS 1 ESCAPE BELT	10	135.70	1,357.00

Subtotal 28,703.60
Shipping Cost (FedEx Ground) 0.00
Total \$28,703.60

NPP/GPO ID# 056457

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1147087

NOTICE OF SOLICITATION

PUBLIC PROCUREMENT AUTHORITY

RFP NUMBER 1540

SOLICITATION FOR: FIREFIGHTER PERSONAL PROTECTIVE EQUIPMENT

Notice is hereby given that the Public Procurement Authority will accept sealed proposals for **FIREFIGHTER PERSONAL PROTECTIVE EQUIPMENT** at the address listed below, until **5:00 PM PST** on **FEBRUARY 15, 2016**. Those proposals will be for the Public Procurement Authority and members of National Purchasing Partners Government Division (“NPPGov”) across the nation, including but not limited to governmental units incorporated by “ATTACHMENT H” of the Request for Proposal (RFP), WIPHE members identified in “ATTACHMENT G” of the RFP, as well as government units in all other states (collectively, “Participating Agencies”). Significant sales potential exists because the resulting Master Price Agreement for national proposers will include piggy backing language that permits use of the Master Price Agreement nationwide without the need for Participating Agencies to duplicate the formal solicitation process and expend staff resources and funds.

All Proposals must be signed, sealed and addressed to:

Mailing Address:

PPA FIREFIGHTER PERSONAL PROTECTIVE EQUIPMENT RFP #1540

Public Procurement Authority
c/o Heidi Arnold, Contract Manager
25030 SW Parkway Ave.
Suite 330
Wilsonville, OR 97070

NOTE: THE PUBLIC PROCUREMENT AUTHORITY WILL NOT ACCEPT PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE.

INQUIRIES:

PPA FIREFIGHTER PERSONAL PROTECTIVE EQUIPMENT RFP #1540

Public Procurement Authority
c/o Heidi Arnold
25030 SW Parkway Ave.
Suite 330
Wilsonville, OR 97070

855-524-4572 or questions@ppa-or.gov

The solicitation documents may be reviewed at the office address listed above.

NOTE: PUBLIC PROCUREMENT AUTHORITY PUBLISHES NOTICES OF SOLICITATION IN THE OREGON DAILY JOURNAL OF COMMERCE, USA TODAY AND ONLINE AT www.ppa-or.gov, www.findrfp.com and www.nppgov.com

REQUESTS FOR PROPOSALS (RFP's) ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING ONLINE AT www.ppa-or.gov, www.findrfp.com and www.nppgov.com

PUBLIC PROCUREMENT AUTHORITY FIREFIGHTER PERSONAL PROTECTIVE EQUIPMENT REQUEST FOR PROPOSAL

RFP NUMBER 1540

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- 2 SCOPE OF WORK
- 3 SPECIAL TERMS & CONDITIONS
- 4 SCHEDULE, RESPONSE PREPARATION AND SUBMISSION
- 5 EVALUATION AND POST SUBMISSION

ATTACHMENTS:

1. ATTACHMENT A–INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT
2. ATTACHMENT B – PROPOSER PROFILE WORKBOOK
3. ATTACHMENT C– SPECIFICATIONS
4. ATTACHMENT D – PRICING SCHEDULE
5. ATTACHMENT E – PROPOSAL EVALUATION FORM
6. ATTACHMENT F– OREGON REVISED STATUTES REQUIREMENTS
7. ATTACHMENT G – WIPHE RESPONSE FORM
8. ATTACHMENT H– HI, ID AND OR, STATE REQUIREMENTS

IMPORTANT

PLEASE READ BEFORE SUBMITTING YOUR PROPOSAL

SOLICITATIONS FOR: **FIREFIGHTER PERSONAL PROTECTIVE EQUIPMENT**

1.0 INTENT:

1.1 GENERAL INTENT

The Public Procurement Authority (“PPA”) serves as the “Lead Contracting Agency” for this solicitation on behalf of its members, and as authorized by the PPA Intergovernmental Agreement, which is an

agreement for intergovernmental cooperation among select local Oregon governments and recognized under ORS Chapter 190. PPA, in association with the members of National Purchasing Partners, LLC dba NPPGov (hereinafter referred to as “NPPGov”), comprises a cooperative procurement group. NPPGov membership includes government entities, non-profit organizations across the nation, members of FireRescue GPO and Law Enforcement GPO, Hawaii, Idaho and Oregon local government units (ATTACHMENT H), and WIPHE members (ATTACHMENT G), as well as all other government units in all other states, as authorized under the terms of the Intergovernmental Cooperative Purchasing Agreement executed by all Lead Contracting and Participating Agencies (the foregoing list of entities hereinafter referred to as “Participating Agencies”). This procurement group is soliciting proposals from qualified companies (hereinafter referred to as “Proposer”) to enter into a Master Price Agreement for FIREFIGHTER PERSONAL PROTECTIVE EQUIPMENT.

The intent of this Interstate Cooperative Procurement Solicitation (hereinafter referred to as “Solicitation” or “RFP”) is to invite Proposers to submit a competitive pricing proposal offering FIREFIGHTER PERSONAL PROTECTIVE EQUIPMENT to PPA, which will then be made available to NPPGov members locally and nationwide; to reduce expenses by eliminating multiple requests for proposals and multiple responses by Vendors; and to obtain discounted pricing through volume purchasing. Significant sales potential exists because the Master Price Agreement will be used nationwide without the need for Participating Agencies to duplicate the formal solicitation process and expend staff resources. Preferably, the successful Proposer will provide its entire catalog of products and/or services in order that Participating Agencies who wish to access the Master Price Agreement may order a broad range of goods and services as needed.

With the exception of successful local Proposer(s) capable of servicing PPA and Participating Agencies within the state of Oregon, successful Proposer(s) should have a strong national presence for FIREFIGHTER PERSONAL PROTECTIVE EQUIPMENT for use by government agencies nationwide.

This Solicitation meets Oregon public contracting requirements and may not be appropriate under or meet Participating Agencies’ procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

1.2 POTENTIAL MARKET

The PPA is publishing this RFP to create publicly awarded contracts for use by its members, which may also benefit the thousands of fellow members of NPPGov, FireRescue GPO and Law Enforcement GPO. These are nationwide programs representing member government agencies in all 50 states. We encourage each Proposer’s response to be a collaborative effort including manufacturer and distributor (when they are not the same company) to ensure nationwide contract utilization.

Proposer’s response should also take into consideration the considerable market potential for this Solicitation. Because the successful proposal will be incorporated into a nationwide purchasing program including thousands of local government participants, the PPA believes that contracts created from this Solicitation will provide vendors with a significant market advantage. Members of NPPGov, FireRescue GPO and Law Enforcement GPO and current vendors who participate in the program indicate the ability to shorten the sale cycle by eliminating the need to complete individual RFP processes is a significant advantage to participation.

The PPA believes that participation in the NPPGov purchasing program benefits both its Participating Agencies and successful Proposers. NPPGov engages with successful proposers who complete the Vendor Administration Agreement through a marketing and sales partnership. This partnership includes (but is not limited to) contract promotion to members, contract administration support to potential customers and live customer phone support.

1.3 REQUIREMENTS

1.3.1 The RFP and resulting Master Price Agreement are anticipated for use by the PPA’s government

members, as well as other Participating Agencies across the nation. The PPA has entered into an Intergovernmental (interlocal) Cooperative Purchasing Agreement with other Participating Agencies for the purpose of obtaining Master Price Agreements with various vendors. Interlocal cooperative purchasing agreements allow Participating Agencies to make purchases at the PPA's accepted proposal price, terms and conditions, provided that the Participating Agency has satisfied all of its local and state cooperative procurement requirements. By submitting a proposal, the Proposer(s) agrees to make the same proposal terms and price, exclusive of any possible rebates, incentives, freight and transportation fees, available to other Participating Agencies. The PPA and NPPGov will not incur any direct liability with respect to specifications, delivery, payment, or any other aspect of purchases by such Participating Agencies or nonprofit institutions. The Intergovernmental Cooperative Purchasing Agreement is incorporated by reference herein and is available upon request — See Attachment A.

The successful Proposer must work directly with the Participating Agencies concerning the placement of orders, disputes, invoicing and payment. The PPA and NPPGov shall not be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any Participating Agency. Successful Proposers must comply with the state and local laws, rules and regulations in each state and locality where the product or service is provided.

- 1.3.2 Each Participating Agency shall execute a Participating Agency Endorsement and Authorization included in the Intergovernmental Cooperative Purchasing Agreement. While the terms of the Master Price Agreement shall govern the general pricing terms, each Participating Agency may request modification of the Master Price Agreement in accordance with each Participating Agency's state and/or local purchasing laws, rules, regulations and procedures, provided said modifications are not material changes. Each Participating Agency may, at its discretion, and upon written agreement by the Participating Agency and Successful Proposer, request additional legal and procedural provisions not included herein that the successful Proposer must adhere to if it wishes to conduct business with said Participating Agency using the Master Price Agreement.
- 1.3.3 NPPGov, FireRescue GPO and Law Enforcement GPO provide vendor exposure/marketing and contract utilization support for the successful Proposer's products and services. Successful Proposers servicing the awarded contract to Participating Agencies shall pay a Contract Administration Fee representing 1% percent of actual net sales under the Master Price Agreement as established in the NPPGov Vendor Administration Agreement (available upon request). Administration fee may not be listed or charged as a separate line item to users of the contract. The value of trade-ins or rebates shall not affect the amount of the administration fee paid to NPPGov. A portion of the 1% fee is paid to the Western Fire Chiefs Association pursuant to agreements with NPPGov, Fire Rescue GPO, and Law Enforcement GPO. Western Fire Chiefs Association also administers the solicitation and bidding processes for the PPA pursuant to a separate Administration Agreement at no cost to the PPA or its members.

1.4 MULTIPLE AWARDS

Multiple awards may be granted to meet the requirements of this Solicitation provided that such awards are differentiated by product make and model, service, and/or distribution regions and capabilities of the successful Proposers. Specifically, the PPA may award separate contracts to Proposers in order to cover all local and national geographical markets, electronic purchasing capabilities, and products and services identified in this Request for Proposal, as well as the diverse and large number of Participating Agencies. The award of multiple contracts is to be determined upon receipt and review of all proposals, and based upon the general criteria provided herein. The PPA may solicit proposals from local qualified companies with or without a national presence provided that the successful Proposer is able to provide the PPA with the products and services requested. Multiple awards will ensure fulfillment of current and future requirements of the diverse and large number of Participating Agencies. In the event a local Proposer with no national distribution capabilities best meets the proposal selection criteria, multiple local and nationwide responsive proposals may be awarded simultaneously in the best interests of local commerce, compliance with local laws, and the Participating Agencies nationwide.

Proposers should be able to serve the needs of Participating Agencies on a national basis. However, this requirement shall not exclude local Proposers without a national presence that are capable of meeting the requirements of the PPA within the state of Oregon.

1.5 CONTRACT USAGE

The actual utilization of any Master Price Agreement will be at the sole discretion of PPA and the other Participating Agencies. It is the intent of this Request for Proposal and resulting Master Price Agreement that Participating Agencies may buy directly from Successful Proposers without the need for further solicitation. However, Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements as well as the need of further notice prior to utilizing the Master Price Agreement

1.6 BACKGROUND OF NPPGov

NPPGov, owned by two non-profit healthcare organizations, provides group purchasing opportunities and purchasing administrative support for governmental entities and nonprofit institutions within its membership. NPPGov's membership includes participating public and nonprofit entities across North America.

1.7 EQUAL OPPORTUNITY

The PPA encourages Minority and Women-owned Small Business Proposers to submit proposals.

1.8 QUALIFIED REHABILITATION FACILITIES

Oregon Public Agencies are prohibited from use of products and services offered under this contract that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List pursuant to ORS 279.835 ORS 279.855. Please see www.OregonRehabilitation.org/qrf for more information.

2.0 **SCOPE OF WORK:**

2.1 REQUIREMENTS OF PROPOSERS SUBMITTING A RESPONSE:

Proposers must present clear and concise evidence indicating Proposer's ability to comply with the requirements stated herein and to provide and deliver the specified products and services to Participating Agencies.

2.1.1 PROPOSER COMMITMENTS

Each Proposer is required to commit to low pricing, and accurate and timely reporting to NPPGov pursuant to the reporting requirements identified in the NPPGov Vendor Administration Agreement (available upon request). In addition, successful Proposer(s) with a national presence must commit to marketing of the Master Price Agreement nationwide and that the sales force will be trained, engaged and committed to offering NPPGov pricing to member government agencies nationwide, including the opportunity for NPPGov to train the Vendor sales staff.

2.1.2 **PROPOSERS MUST COMPLETE "ATTACHMENT B" – PROPOSER PROFILE WORKBOOK".**

2.2 PRODUCTS AND SERVICES:

2.2.1 Provide a description of the FIREFIGHTER PERSONAL PROTECTIVE EQUIPMENT offered

as set forth in ATTACHMENT C. The primary objective is for the Proposer(s) to provide the Proposer(s)'s entire catalog of products and services ("catalog discount") that are responsive to this RFP so that Participating Agencies may order a broad range of products and services as appropriate for their needs.

- 2.2.2 All products offered must be new, unused and most current product lines, unless otherwise clearly identified as remanufactured goods.
- 2.2.3 Describe any special programs that Proposer offers that shall improve the ability of the Participating Agencies to access the products, such as retail store availability, expedited delivery intervals, item sourcing, or other unique plans and services.
- 2.2.4 Additional Benefits: Proposer shall identify any other added value it offers to the Public Procurement Authority ("PPA") and Participating Agencies (e.g. convenience cards, individual/member discounts, additional admin fee, etc.)

2.3 PRICING:

- 2.3.1 Pricing for the products and services may be based on "ATTACHMENT D" - PRICING SCHEDULE as follows:

A A fixed percentage (%) off *marked price* based on the Proposer's catalog or retail store price for each CATEGORY specified in ATTACHMENT D – PRICING SCHEDULE. Proposer shall identify the catalog used.

Option (A) is preferred. If option (A) is not feasible proposer may use option (B) provided Proposer includes a justification.

B Alternatively, contract pricing may be based upon fixed prices (contingencies for economic price adjustments must be identified in the proposal), or a combination fixed percentage off and firm fixed prices. Proposer may offer additional discounts to PPA and Participating Agencies based on volume.

If proposers are responding with option "B", proposers may request price increases based on manufacturer costs, cost of labor and/or materials that must be supported by appropriate documentation. If PPA agrees to the price modification, PPA may approve in writing, including electronic mail, without the need for a written amendment to the Master Price Agreement.

- 2.3.2 Proposers may also add additional products and services provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Proposer may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Proposer may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. PPA may reject any additions without cause.
- 2.3.3 Explain any additional pricing incentives that may be available such as large volume purchases, cash terms, or rebates to Participating Agencies. However, steeper discounts are preferred to rebates.
- 2.3.4 All pricing proposals shall clearly explain how freight and/or delivery costs are determined as described in ATTACHMENT D PRICING SCHEDULE herein.
- 2.3.5 If applicable, please describe any discounts offered to individual employees or volunteers of the

PPA or a Participating Agency.

2.4 TAX:

Proposers shall strictly adhere to all federal, state and local tax requirements applicable to their operation, and to any contract or activity resulting from this Solicitation.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 MASTER PRICE AGREEMENT TERM:

As a result of this Solicitation the successful Proposer(s) shall be awarded a Master Price Agreement for a three (3) year period. The Master Price Agreement may be extended up to a maximum of three (3) additional one (1) year periods.

3.2 MASTER PRICE AGREEMENT ACCESS PROVISIONS

Utilization of the Master Price Agreement will be at the discretion of the Public Procurement Authority ("PPA") and Participating Agencies. The PPA shall be under no obligation to purchase off of the Master Price Agreement. Assuming all local competitive solicitation requirements have been met, Participating Agencies may purchase directly from the successful Proposer(s) without the need for further solicitation.

3.3 INDEMNIFICATIONS AND INSURANCE:

Indemnification and insurance requirements will vary based on the nature of the RFP. Proposer is responsible for submitting appropriate indemnification and insurance coverage as applicable.

3.3.1 Indemnification

The successful Proposer shall indemnify the PPA and NPPGov as specified in the Master Price Agreement.

3.3.2 Insurance Requirements.

Proposer(s), at Proposer(s)'s own expense, shall purchase and maintain the herein stipulated minimum insurance from a reputable company or companies duly licensed by the State of Oregon. In lieu of State of Oregon licensing, the stipulated insurance may be purchased from a company or companies that are authorized to do business in the State of Oregon, provided that said insurance companies meet the approval of the PPA.

Proposer(s)'s insurance shall be primary insurance with respect to the PPA, and any insurance or self-insurance maintained by the PPA shall not contribute to it.

Award of this Solicitation is contingent upon the required insurance policies and/or endorsements identified herein. The PPA shall not be obligated to review such policies and/or endorsements or to advise Proposer(s) of any deficiencies in such policies and endorsements, and such receipt shall not relieve Proposer(s) from, or be deemed a waiver of the PPA's right to insist on strict fulfillment of Proposer(s)'s obligations under this RFP.

The insurance policies required by this RFP, except Workers' Compensation, shall name the PPA, its agents, representatives, officers, directors, officials and employees as an Additional Insured.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the PPA, its agents, representatives, officers, directors, officials and employees for any claims arising out of Proposer(s)'s work or service.

3.3.3 Commercial, automobile and workers' compensation insurance.

- 3.3.3.1 Commercial General Liability. Proposer(s) shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of the Master Price Agreement.
- 3.3.3.2 Automobile Liability. Proposer(s) shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included.
- 3.3.3.3 Workers' Compensation and Employer's Liability. Proposer(s) shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Proposer(s)'s employees engaged in the performance of the work or services, as well as Employer's Liability insurance.

In case any work is subcontracted, Proposer(s) will require the SubProposer(s) to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of Proposer(s).

4.0 SCHEDULE, RESPONSE PREPARATION AND SUBMISSION

4.1 SCHEDULE OF EVENTS

4.1.1 Publication of Request for Proposal

Publication of this Solicitation conforms with ORS 279B, to include Public Notice by publication in a newspaper of general circulation in the area where the Public Procurement Authority ("PPA") is located no less than 30 days prior to the proposal due date, as well as posting of the Public Notice on the web site that typically posts Public Notices concerning the PPA.

Solicitation Notice Publications: DECEMBER 14, 2015; DECEMBER 21, 2015

4.1.2 Question and Answer period

The PPA will post questions and answers concerning this Solicitation no later than 14 days prior to the proposal due date. All questions shall be submitted in writing via email to Heidi Arnold, Contract Manager, at questions@ppa-or.gov. The PPA reserves the right to accept and answer questions after the question and answer period has expired. All questions and answers will be posted with the original solicitation on the PPA website at www.ppa-or.gov.

4.1.3 Submission of Proposals

There will be no mandatory pre-proposal meeting. All questions must be submitted via email as directed above. If necessary, questions can be submitted in writing to Public Procurement Authority, c/o Heidi Arnold, 25030 SW Parkway Avenue, Suite 330, Wilsonville, OR 97070 or questions@ppa-or.gov.

Close date: Deadline for submission of proposals is **5:00 PM PST, on FEBRUARY 15, 2016.** The PPA must receive all proposals before **5:00 PM PST** on the above closing date in the office of the Public Procurement Authority, c/o Heidi Arnold, Contract Manager, 25030 SW Parkway Avenue, Suite 330, Wilsonville, OR 97070.

Approximate opening date: 9:00 AM PST on FEBRUARY 16, 2016 at the office of the Public Procurement Authority, c/o Heidi Arnold, 25030 SW Parkway Avenue, Suite 330, Wilsonville, OR 97070.

Proposal selection and negotiation: FEBRUARY 16, 2016 TO MARCH 15, 2016.

Approximate award date: April 1, 2016.

All responses to this Solicitation become the property of the PPA. Proposers should mark those aspects of the proposal that they consider trade secrets and exempt from public disclosure. The PPA will not be held accountable if parties other than the PPA obtain material from proposal responses without the written consent of the Proposer(s).

4.1.4 Withdrawal of Proposal

The Proposer(s) may withdraw its proposal at any time prior to the hour and date set for the receipt of proposals. Withdrawal will not preclude the submission of another proposal prior to the deadline.

4.2 REVIEW, INQUIRIES AND NOTICES:

4.2.1 **The solicitation documents may be reviewed in person at the following address:**

**Public Procurement Authority
25030 SW Parkway Ave.
Suite 330
Wilsonville, OR 97070**

All inquiries concerning information herein shall be addressed to:

**Public Procurement Authority
c/o Heidi Arnold
25030 SW Parkway Ave.
Suite 330
Wilsonville, OR 97070**

Administrative telephone inquiries shall be addressed to:

Heidi Arnold, 855-524-4572
Email inquiries shall be addressed to:

questions@ppa-or.gov

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on the PPA.

4.2.2 Proposal Interpretation of the RFP Documents and Issuance of Addenda

If any Proposer(s) finds discrepancy in, or omissions from, or is in doubt to the true meaning of any part of the RFP document, he/she shall submit a written request for a clarification or interpretation thereof to:

**Public Procurement Authority
c/o Heidi Arnold
25030 SW Parkway Ave.
Suite 330
Wilsonville, OR 97070**

Any request for clarification or interpretation must be received at least ten (10) calendar days prior to the RFP closing date.

The PPA is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner, except by addenda. Addenda, if necessary, will be issued not later than five (5) days prior to the RFP closing date by publication on the PPA's web site and NPPGov website.

Oral interpretations or statements cannot modify the provisions of this Request for Proposal. If inquiries or comments by Proposers raise issues that require clarification by the PPA, or the PPA decides to revise any part of this Request for Proposal, addenda will be published and provided to all persons who receive the Request for Proposal. Receipt of an addendum must be acknowledged by signing and returning it with the proposal.

4.3 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Proposers are to provide two (2) hard copies and two (2) electronic copies of the complete proposal. Each electronic copy is to be submitted on a USB flash drive with the core response in a file less than 10 MB, when possible. Electronic files may be used by the Evaluation Committee so they should be organized and named in an easy to understand manner. Proposers are to address proposals identified with return address, RFP number and title in the following manner:

PPA FIREFIGHTER PERSONAL PROTECTIVE EQUIPMENT RFP #XXXX
Public Procurement Authority
c/o Heidi Arnold, Contract Manager
25030 SW Parkway Ave.
Suite 330
Wilsonville, OR 97070

All prices shall be held firm for a period of sixty (60) days after the Solicitation closing date. Any Proposer may withdraw its proposal if a Master Price Agreement has not been executed within sixty (60) days from the RFP closing date.

4.4 EXCEPTIONS AND DEVIATIONS TO THE RFP

The Proposer shall identify and list all exceptions taken to all sections of this RFP and list these exceptions, referencing the section (paragraph) where the exception exists and stating the proposed revision. The Proposer shall list these exceptions under the heading, "Exception to the Solicitation, RFP Number 1540." Exceptions not listed under the heading "Exception to the Solicitation, RFP Number 1540." shall be considered invalid. The PPA reserves the right to reject exceptions, render the proposal non-responsive, enter into negotiation on any of the Proposer exceptions, or accept any or all exceptions.

The Proposer shall detail any and all deviations from specifications, if any, contained in this Solicitation and Attachments, as requested. The PPA may accept or reject deviations, and all PPA decisions shall be final.

4.5 RESPONSE FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals are to be submitted in binders and have sections tabbed as follows:

4.5.1 Letter of Transmittal

4.5.2 Table of Contents

- 4.5.3 Short introduction and executive summary. This section shall contain an outline of the general approach utilized in the proposal.
- 4.5.4 The proposal should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing the Proposer's best offer. Additional related services should be incorporated into the proposal, if applicable.
- 4.5.5 Qualifications – This section shall describe the Proposer's ability and experience related to the programs and services proposed.
- 4.5.6 Exceptions to the Solicitation, RFP Number 1540.
- 4.5.7 PRICING SCHEDULE ("ATTACHMENT D").
- 4.5.8 PROPOSER PROFILE WORKBOOK ("ATTACHMENT B").
- 4.5.9 Complete, Current Catalog Pricing shall be submitted on a USB flash drive.
- 4.5.10 Format Proposal to specifically address each individual sub-section and sub-set of the SCOPE OF WORK (Section 2.0).
- 4.5.11 Signed Addenda, if any.
- 4.5.12 Proposal Final Certification.

5.0 EVALUATION AND POST SUBMISSION

5.1 EVALUATION OF PROPOSAL – SELECTION FACTORS:

A Proposal Evaluation Committee will be appointed by the Public Procurement Authority ("PPA") on behalf of its membership to evaluate each Proposal and prepare a scoring of each Proposal. Each Proposal received and reviewed shall be awarded points under each criterion solely on the judgment and determination of the Evaluation Committee and the PPA. There is a maximum score of 500 points and Proposer's average total score must be at least 200 points for consideration of an award. Proposals will be evaluated on the following criteria and further defined in the Proposal Evaluation Form (ATTACHMENT E) utilizing the point system indicated on the form:

- 1) Pricing 2) Product Line (within each category) 3) Marketing 4) Customer Service 5) Coverage
6) Proven Experience & References 7) Conformance

At the PPA's discretion, Proposers may be invited to make presentations to the Evaluation Committee. PPA reserves the right to make multiple awards to meet the national membership needs of this Solicitation.

5.1.1 Additional criteria/preferences that are not necessarily awarded points.

- 5.1.1.1 Pursuant to ORS 279A.125, Lead Contracting Agency shall give preference to the procurement of goods manufactured from recycled materials.
- 5.1.1.2 Pursuant to ORS 279A.120, Lead Contracting Agency shall give preference to goods and services that have been manufactured or produced within the State of Oregon if price, fitness, availability and quality are otherwise equal; and the Lead Contracting Agency shall add a percent increase to the proposal of a nonresident Proposer equal to the percent, if any, of the preference given to the Proposer in the state in which the Proposer resides. All Proposers shall identify the state to which it is a resident bidder.

- 5.1.1.3 Lead Contracting Agency shall consider proposals for printing, binding and stationary work in accordance with ORS 282.210, incorporated herein by this reference.
- 5.1.1.4 Proposer shall comply with all federal, state and local laws applicable to the work under the Master Price Agreement awarded as a result of this Solicitation, including, without limitation, the provisions of ORS 279A and ORS 279B, including those provisions set forth on “ATTACHMENT F”, attached hereto and incorporated herein by this reference.
- 5.1.1.5 Pursuant to Section 1.7, the Lead Contracting Agency encourages Minority and Women-owned Small Business Proposers to submit proposals.

5.2 RIGHT OF PUBLIC PROCUREMENT AUTHORITY TO AWARD OR REJECT PROPOSALS

- 5.2.1 The Request for Proposal does not commit the PPA to award a Master Price Agreement for the products or services specified within the Request for Proposal document. The PPA may cancel the procurement or reject any or all proposals in accordance with ORS 279B.100. Under no circumstance will the PPA pay the costs incurred in the preparation of a response to this request.
- 5.2.2 The PPA reserves the right to:
 - 5.2.2.1 Accept or reject any or all proposals received as a result of the Request for Proposals;
 - 5.2.2.2 Negotiate any contractual terms and conditions with any qualified Proposer(s);
 - 5.2.2.3 Accept a proposal and subsequent offers for a Master Price Agreement from other than the lowest cost proposer;
 - 5.2.2.4 Waive or modify any irregularities in proposals received after prior notifications to the Proposer(s).
- 5.2.3 The award, if there is one, will be made to that Proposer(s) who is determined to be the most qualified, responsible and responsive within a competitive price range based upon the evaluation of the information furnished under this RFP.

5.3 PROTEST PROCESS

A prospective Proposer may protest the procurement process of the Solicitation for an Agreement solicited under ORS 279B. Before seeking judicial review, a prospective Proposer must file a written protest with the PPA and exhaust all administrative remedies. Written protests must be delivered to the PPA at 25030 SW Parkway Avenue, Suite 330, Wilsonville, OR 97070 not less than ten (10) days prior to the date upon which all proposals are due. The written protest shall contain a statement of the desired changes to the procurement process or Solicitation document that the protester believes will remedy the conditions upon which the protest is based. The PPA shall consider the protest if it is timely filed and meets the conditions set forth in ORS 279B.405. The PPA shall respond pursuant to ORS 279B.405. If the PPA upholds the protest, in whole or in part, the PPA may in its sole discretion either issue an Addendum reflecting its disposition or cancel the procurement or solicitation. The PPA may extend the due date of proposals if it determines an extension is necessary to consider and respond to the protest.

A Proposer may protest the Award of the Contract, or the intent to Award the Contract, if the conditions set forth in ORS 279B.410 are satisfied. Judicial review of the protest and the PPA’s decision shall be governed by ORS 279B.415.

5.4 NON-ASSIGNMENT

If a Master Price Agreement is awarded, Proposer shall not assign the Agreement in part or in total.

5.5 POST AWARD MEETING:

The successful Proposer(s) may be required to attend a post-award meeting with the PPA to discuss the terms and conditions of the Master Price Agreement.

5.6 PROPOSAL FINAL CERTIFICATION

The Proposer must certify the following:

a) I hereby certify that the Proposal contained herein fully and exactly complies with the instruction for proposers and specifications as they appear in this Notice of Solicitation.

b) I hereby further certify that I am authorized by the Board of Directors or Corporate Officers of the Corporation to sign the Requests for Proposals and proposals in the name of the corporation listed below:

Proposer Name: _____

Signature: _____

Name Typed: _____ Title: _____

Proposer is a resident bidder of the state of _____

Date: _____

ATTACHMENT A

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

(The Intergovernmental Cooperative Purchasing Agreement is not attached hereto, but the current version is available upon request from the Lead Public Agency)

(The Intergovernmental Cooperative Purchasing Agreement is incorporated by reference herein)

ATTACHMENT B

Proposer Profile Workbook to be completed by all responders as directed herein (fillable form available upon request)

1.0 General questions (Section 1.1 only to be completed by vendors with a national presence; i.e. vendors with a sales territory in 25 states or more).

1.1 The “Yes” or “No” questions below are to help evaluators familiarize themselves with national vendors. Circle “Yes” or “No” as it applies to your company.

- ✓ Do you have a national sales force adequate in size to meet the demands of multiple agencies and their unique needs for the products and services listed herein?
Yes or No
- ✓ Do you have a national distribution network that will support sales resulting from this RFP?
Yes or No
- ✓ Can you provide product availability to meet the requirements for materials and services listed herein for government and nonprofit agencies nationwide in a timely manner?
Yes or No
- ✓ Does your company have the ability to provide toll-free telephone/fax access, and an online presence?
Yes or No
- ✓ Can you provide a single point of contact (National Account Manager) to interact with the lead agency and NPPGov staff?
Yes or No
- ✓ Are you a strong competitor in the industry with a minimum of three consecutive years of demonstrated success in all business practices and pursuits?
Yes or No

1.2 Additional Information:

- 1.2.1 Provide at least three references of government agencies within the United States that have purchased products/services from Proposer similar to those specified in this solicitation within the last year. If proposed products/services are new to market, please use most similar business references available. Include:
 - 1.2.3.1.1 Agency name and address
 - 1.2.3.1.2 Contact name, phone and email
 - 1.2.3.1.3 Description of products/services sold and date.
 - 1.2.3.1.4 PPA may use other information, however learned, in evaluation of the response.
- 1.2.2 OPTIONAL: If a Dun and Bradstreet Comprehensive Report (or similar) for your company is available, please submit it with your response.
- 1.2.3 OPTIONAL: Attach any case studies, white papers and/or testimonials supporting your company and products/services.

2.0 ABOUT PROPOSER:

2.1 Complete Exhibit 1

2.2 Complete the following table

2.2.1 State of incorporation:	
2.2.2 Federal Tax Identification Number:	
2.2.3 If applicable to the product(s) and/or service(s), describe the Proposer's ability to conduct E-commerce. [Insert response in box below]	
2.2.4 Describe Proposer's system for processing orders from point of customer contact through delivery and billing. [Insert response in box below]	
2.2.5 Describe Proposer's ability to provide detailed electronic reporting of quarterly sales correlated with NPP member ID numbers of Participating Agency purchases as set forth in Addendum A to Vendor Administration Agreement (VAA), a copy of which is available upon request from the PPA. [Insert response in box below]	
2.2.6 Describe the capacity of Proposer to meet Minority and Women Business Enterprises (MWBE) preferences, which may vary among Participating Agencies. [Insert response in box below]	
2.2.7 Proposer acknowledges compliance with Davis Bacon wage requirements where labor is concerned by indicating "yes" or "no" below.	

3.0 DISTRIBUTION SYSTEM:

3.1 Describe distribution of products and services available in Proposer's response through Proposer's distribution system (including Alaska and Hawaii), including any limitations. [Insert response in box below]
3.2 Provide Proposer's shipping and delivery policy, including standard delivery time and any options and costs for expedited delivery and return policies. [Insert response in box below]

3.3 Third party and/or subcontracting may be allowed. If applicable, detail the sub-contracting process (ordering, shipment, invoicing, billing) for those products not carried in Proposer's distribution center. Alternatively, if proposer utilizes a third party ordering, shipment, invoicing or billing partner, please describe in detail. [Insert response in box below]

3.4 What is Proposer's backorder policy? Is your policy to classify as "immediate or cancel" (requiring the Participating Agency to reorder if item is backordered) or "good until cancelled"? [Insert response in box below]

4.0 MARKETING:

4.1 Outline Proposer's plan for marketing the Products and Services to the Participating Agencies on a local and national basis. Include any marketing incentives such as committed dollars for advertising, conferences/travel and custom marketing materials. [may attach marketing plan or insert response in box below]

4.2 Explain how Proposer will educate its local and national sales force about the use of the Master Price Agreement. [Insert response in box below]

5.0 Proposer point of contact (POC) who will administer, coordinate, and manage this program with NPP and the Public Procurement Authority.

Contact Person:		Title:	
Mailing Address:			
City:		State & Zip:	
Email Address:			
Phone #:		Fax #:	

* Attach current resume of National Account Manager that will be the POC managing this contract.

6.0 CUSTOMER SUPPORT SERVICES:

Explain Proposer's policy regarding each of the following if applicable to product(s) and/or service(s):

6.1 Auditing for order completeness. [Insert response in box below]

6.2 Replacement policy (i.e., damaged or defective goods). [Insert response in box below]						
6.3 Minimum order requirement (e.g., Individual item vs. case lot). [Insert response in box below]						
6.4 Customer service hours/days of operation [Insert response in boxes below]						
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:
6.5 Special Orders. [Insert response in box below]						
6.6 Post sale services issues. [Insert response in box below]						
6.7 Repair services, including repair warranty programs, if any. Proposer shall identify, where applicable, authorized factory repair facilities that will honor the warranty of items on contract. [Insert response in box below]						
6.8 Technical support services Proposer provides. [Insert response in box below]						
6.9 Product substitution policy. [Insert response in box below]						
6.10 Identify trade-in program criteria (if applicable). [Insert response in box below]						
6.11. After hours service (including weekends and holidays) [Insert response in boxes below]						
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:
6.12 Shipment tracking. [Insert response in box below]						
6.13 Back order tracking process. [Insert response in box below]						

6.14 Return Item process, including any/all associated fees (e.g., restocking, shipping, turnaround time on returns). [Insert response in box below]
6.15 Electronic billing. [Insert response in box below]
6.16 Explain how Proposer will resolve complaints, issues, or challenges. [Insert response in box below]
6.17 Other services not already covered. [Insert response in box below]

7.0 DELIVERY AND FREIGHT CHARGES:

7.1 Identify delivery and/or shipping costs or provide a shipping rate schedule based on weight, item, and/or destination for <u>all items ordered</u> within the continental U.S. (and Hawaii/Alaska) The Proposer shall identify all exceptions to this shipping rate schedule. [Insert response in box below]
7.2 Identify policy for transfer of product ownership (delivery) and damage/issue resolution. [Insert response in box below]

Exhibit 1
FIREFIGHTER PERSONAL PROTECTIVE EQUIPMENT Coverage

**FIREFIGHTER PERSONAL PROTECTIVE EQUIPMENT
RETAIL, DISTRIBUTION AND SERVICE/SUPPORT LOCATIONS**

	Number of retail stores in each state? (leave blank for none)	Number of distribution centers in each state? (leave blank for none)	Number of support locations in each state? (leave blank for none)
ALABAMA			
ALASKA			
ARIZONA			
ARKANSAS			
CALIFORNIA			
COLORADO			
CONNECTICUT			
DELAWARE			
FLORIDA			
GEORGIA			
HAWAII			
IDAHO			
ILLINOIS			
INDIANA			
IOWA			
KANSAS			
KENTUCKY			
LOUISIANA			
MAINE			
MARYLAND			
MASSACHUSETTS			
MICHIGAN			
MINNESOTA			
MISSISSIPPI			
MISSOURI			
MONTANA			
NEBRASKA			
NEVADA			
NEW HAMPSHIRE			
NEW JERSEY			
NEW MEXICO			
NEW YORK			
NORTH CAROLINA			
NORTH DAKOTA			
OHIO			
OKLAHOMA			
OREGON			
PENNSYLVANIA			

RHODE ISLAND			
SOUTH CAROLINA			
SOUTH DAKOTA			
TENNESSEE			
TEXAS			
UTAH			
VERMONT			
VIRGINIA			
WASHINGTON			
WEST VIRGINIA			
WISCONSIN			
WYOMING			

THIS FORM MUST BE SIGNED AND RETURNED WITH SOLICITATION RESPONSE

Exhibit 2

Declaration of Non Collusion

The undersigned does hereby declare that there has been no collusion between the undersigned, the Public Procurement Authority, and National Purchasing Partners, and in further support of said Declaration, states as follows:

The person, firm, association, co-partnership or corporation herein named has not, either directly or indirectly, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding or solicitation in the preparation and submission of a proposal to the Public Procurement Authority for consideration in the award of a contract or Master Price Agreement negotiated as a result of this Request for Proposal.

DATED this _____ day of _____, _____.

(Name of Firm)

By: _____
(Authorized Signature)

Title: _____

ATTACHMENT C SPECIFICATIONS

FIREFIGHTER PERSONAL PROTECTIVE EQUIPMENT

These specifications are intended to cover the complete range of Firefighter Personal Protective Equipment including (but not limited to): Fire (Firefighter) Turnouts or Turnout Gear, Structural and Proximity Fire Fighting, Wildland Fire Fighting, Technical Rescue, Urban Search and Rescue and Emergency Medical Operations Ensembles, Helmets, Gloves, Boots and Accessories. Proposers should respond with pricing for all equipment and options they wish to be considered in the evaluation for a possible award and master price agreement.

The following categories are provided to indicate the intended extent of the RFP but do not necessarily represent the format of the proposers response. Proposers may combine any and all categories and elements in a format that is most appropriate to represent their business in their response. Regardless of category indicate availability of product/service as individual and organizational/corporate accounts and any required relationship with an organizational/corporate account.

NOTE: Proposers are not required to respond to all categories. Proposals will only be evaluated based on the categories to which they respond.

Firefighter Personal Protective Equipment

General

- 1) **Fire (Firefighter) Turnouts or Turnout Gear:** all fire turnout gear and accessories being proposed shall be available in a variety of designs, patterns, closure and/or fly options, styles and colors. Fire turnout coats and trousers shall be available in a variety of chest sizes, coat lengths, waist sizes, and inseam measurements. Please include a sample catalog (paper or electronic).
 - a. Fire turnout coats and trousers, shall include, but not be limited to, the following components: outer shell, moisture barrier, thermal liner, retro-reflective trim, storm flaps, collar and throat strap, collar hanger loop, pleated back or full cut back, back yoke, pockets, shoulder caps, cuffs, hook and loop fastening. All front closures shall provide continuous thermal and moisture protection when closed. It is preferred the moisture barrier/thermal liner be able to completely detachable from the outer shell for ease of cleaning.
 - b. Fire turnout trousers shall include all available designs. Design shall be compatible with the outer shell so that the liner does not buckle, pull, or otherwise restrict body motion. The fly flap closure shall provide thermal and moisture protection. Trousers options shall include, but not be limited to, the following: suspender buttons, bellows pockets, flaps and other closures, take-up straps, knee pads, cuffs, suspender system, and reflective trim.
 - c. Fire turnouts outer shell stress points, such as upper and lower pocket corners, pocket flap corners, top and bottom of fly flap, as well as the upper and lower corners of the storm panel, shall be properly reinforced.
 - d. Fire turnouts shall be constructed so that when completely assembled, there shall be no direct metal contact from the exterior of the outer shell through the thermal liner to the wearer's body, except at the waist band of the trousers. This shall apply to the use of all rivets, snaps, hooks, d-rings, zippers, or any other metal used to assemble the coat or trousers.
 - e. Special pockets and holders may include, but not be limited to the application of following equipment: radios, microphones, gloves, flashlights, SCBA face-pieces, etc. Fire turnout coats shall be fitted so that access to pockets shall not be compromised when breathing apparatus is in

place.

- f. Removable accountability panels may be offered. Contract vendor may provide individual identification printed on each panel as supplied by the Purchaser. Accountability panel shall be provided with secure attachments. Accountability panels shall be interchangeable between garments. Accountability panels shall not lose their attachment abilities after continuous washings.
 - g. Fire turnouts may be offered with departmental identification such as lettering, Purchaser supplied logos, graphics, or other designs as requested. All options must meet or exceed current NFPA standards. Pricing for these optional services shall be placed in the pricing attachment of the RFP response.
- 2) **Wildland Fire Fighting Protective Gear** to provide protection for emergency services personnel from the adverse environmental effects encountered by personnel performing wildland firefighting operations including but not limited to: pants, shirts, helmets, gloves, boots, eye protection, etc. All Wildland Fire Protective Gear shall meet current applicable NFPA, ANSI and OSHA standards at time of manufacture.
 - 3) **Technical Rescue, Urban Search and Rescue and Emergency Medical Operations Protective Ensembles and/or Station Wear** clothing designed to provide protection for emergency services personnel during search, rescue, recovery, extrication, site stabilization operations and emergency medical operations including but not limited to: shirts, pants, jackets, coats, etc.
 - 4) **Helmets**, including but not limited to: structural firefighting, wildland firefighting, and technical rescue. Helmets shall be offered in a variety of sizes and colors. Adjustable fitment options, attachable eye protection options and thermal protection flap options may also be offered. All helmets shall meet current applicable NFPA, ANSI and OSHA standards at time of manufacture.
 - 5) **Gloves**, including but not limited to: structural firefighting wildland firefighting, extrication, technical rescue, general work gloves, etc. All gloves offered for specific use (such as structural firefighting) shall meet current applicable NFPA, ANSI and OSHA standards at time of manufacture.
 - 6) **Boots**, including but not limited to: structural firefighting, wildland firefighting, technical rescue, general work/station wear boots, etc. All boots offered for specific use (such as structural firefighting) shall meet current applicable NFPA, ANSI and OSHA standards at time of manufacture.
 - 7) **Accessories**, including but not limited to: body worn integrated electronic monitoring (or physiologic monitoring) and/or location tracking systems, eye protection (e.g. goggles, glasses, visors, etc.), belts, straps, radio holders, etc.

Required Standards (as applicable)

- 8) All items of firefighter protective ensembles/turnouts and accessories shall meet all applicable NFPA standards, current edition at time of manufacture including NFPA 1851, 1855, 1951, 1971, 1975, 1976, 1977 and 1999 as well as applicable Federal OSHA standards including CFR 1910 Subpart L and 29CFR Part 1910.1030. All items shall include applicable NFPA certification stamp/label, and garment labeling and identification.
- 9) All stitching shall meet all current applicable NFPA requirements. All thread shall be Nomex or equal for fire and heat retardant. No raw edges shall exist on any fabric.
- 10) At least one heat-sealed label (as specified in NFPA 1971) of the material manufacturer shall be stamped on the inside material of each garment.
- 11) Contract vendor shall offer to provide to Purchaser, or upon Purchaser request, all copies of testing for

material(s) used in the manufacturing of the garment(s). Testing shall include, but not be limited to: Thermal Protective Performance (TPP), Total Heat Loss (THL), and Conductive and Compressive Heat Resistance (CCHR). Testing shall indicate compliance with NFPA minimum performance values.

Service

- 12) Contract vendor shall supply to Purchaser, if requested, for sizing purposes: sample fire turnouts, sizing charts, and/or other fitting services to ensure proper sizing of turnouts for fire personnel. Contract vendor shall arrange the return shipping or pick up of any supplied sample fire turnouts provided.
- 13) Purchaser shall be supplied with all specifications and/or information that shall include at a minimum: all materials used in the manufacture of the garments, included options/alterations, life expectancy, warranty information, user guide information, and maintenance and care. This information shall be provided to the Purchaser for review and acceptance. Contract vendor shall receive Purchaser's approval prior to processing order.
- 14) All merchandise, (i.e. fire protective coats and trousers,) shall be inspected before acceptance by an authorized Purchaser representative for workmanship, appearance, proper function of all components, and conformance to these or Purchaser requested specifications. Should deficiencies be found, it shall be the responsibility of the contract vendor to pack and return the unit(s) in question, make necessary corrections or replacements, and return the unit(s) to Purchaser for re- inspection and acceptance.
- 15) Services for fire turnouts, such as repair, tailoring, inspection or testing, cleaning may be offered. Pricing for these services shall be included in. All such services must be in accordance with NFPA 1851 and conducted by a verified facility.
- 16) Maintenance and Cleaning services and equipment including firefighting turnout gear laundry machines and related equipment and series may be offered.

Some of the preceding elements/categories may overlap. Proposers are free to combine categories or adjust category definitions/content to align with their terminology, systems, delivery methods and programs in their response.

ATTACHMENT D PRICING SCHEDULE

The intent is for each Proposer to submit their complete product line so that Participating Agencies may order a wide array of products and services as appropriate for their needs. Proposer is encouraged but is not required to respond to all categories. Proposer may suggest additional categories and sub-categories as applicable. Proposer may subcontract items Proposer does not supply.

The Proposer should not necessarily limit the proposal to the performance of the services in accordance with this document but should outline any additional services and their costs if the Proposer deems them necessary to accomplish the program.

Pricing and resulting relative discount to PPA and NPPGov membership shall be clearly delineated on each proposal. Contract pricing shall be based upon:

1. Fixed discount(s) off published price list(s) or catalog(s)
2. Firm fixed price with economic adjustment (contingencies for economic price adjustments must be identified in the proposal)
3. A combination of the above.

EXAMPLE

FIREFIGHTING PERSONAL PROTECTIVE EQUIPMENT PRICING SCHEDULE	
Product Category	Percentage (%) off List Price* (<i>OR</i> fixed price if % off pricing is not available)
Fire (Firefighter) Turnouts or Turnout Gear	
Wildland Fire Firefighting	
Technical Rescue Ensembles	
EMS Ensembles	
Helmets	
Gloves	
Boots	
Accessories	
Maintenance and Cleaning Services	
Protective Garment Laundry Machines	
Other	

* Identify source of list price and publication date or expiration date.

Options

Proposers shall provide pricing on all options, modifications, and accessories in a format that best represents their product line and pricing structure. This may include specific pricing for some options and may also include general pricing/discounts for categories of options. Proposer may also indicate availability and pricing of all other non-specified options. The intent is to provide proposers the opportunity to present as much product as possible in the format that fits within their individual formatting needs so that the resulting award allows PPA and NPPGov members the greatest number of procurement options.

Miscellaneous

Proposers should include any applicable pricing information related to Section 2.3 of the RFP including but not limited to: large volume purchases, cash terms, rebates, freight/delivery costs and individual discounts,

ATTACHMENT E PROPOSAL EVALUATION FORM

Proposals will be evaluated using a two-step process.

The first step evaluates the responsiveness of the proposer and determines 1) if the proposer is deemed fully responsive enabling the proposal to move to the second step and 2) if the proposal will be evaluated as a local response (within the State of Oregon) or a national response (covering the entire U.S. or a large region of the U.S.).

The second step of the evaluation process will only occur with proposals deemed fully responsive from the first step. The second step fully evaluates the proposers response based on the criteria found in the proposal evaluation form.

STEP 1

Proposal Responsiveness

Component	YES	NO
Submitted on time		
Proposal signed		
Completed Proposer Workbook		
Included pricing structure		
Included references		
Deemed Fully Responsive	YES	NO
Categorized as Local or National	Local	National

Proposal Evaluation Form

STEP 2

Full Evaluation of Proposal

Point Value Definitions

5- Excellent – Substantially exceeds requirements

4-Very Good- Meet all requirements

3- Good – Meets most requirements

2- Satisfactory – Minimally meets requirements

1- Unsatisfactory – Requirements essentially not met

0- No Response provided

Component Evaluated	Weight	Possible Points (0-5)	Total Points (Weight x PP)	Evaluator's Comments
<u>Pricing</u> : Product price analysis and discounts proposed including favorable pricing for cooperative purchasing	25			Comments:
<u>Product Line (by category)</u> : Breadth, variety, quality of product line and warranties available.	15			Comments:
<u>Marketing</u> : The Proposer's marketing plan to promote the resulting contractual agreement and ability to incorporate use of agreement in their sales system throughout indicated coverage region.	15			Comments
<u>Customer Service</u> : Support dedicated to Lead Contracting and Participating Agencies. Ability to conduct e-commerce and meet promised delivery timelines. Additional services offered.	15			Comments:

<u>Coverage:</u> Ability to provide products and services for indicated coverage region including distribution, retail & service facilities, coordination of manufacturer and distribution, and staff availability. <i>*Note Exhibit 1 from PPW</i>	15			Comments:
<u>Proven Experience & References:</u> Proposer's success in providing products and services in a timely manner including Past Performance Information (PPI) review.	10			Comments:
<u>Conformance:</u> Completeness of proposal and the degree to which the Proposer responds to the terms and all requirements of the RFP requirements and specifications.	5			Comments:
<u>TOTAL</u>	100			General Comments:

Name of Evaluator _____

Signature _____

Date _____

ATTACHMENT F

OREGON REVISED STATUTES (AS MAY BE AMENDED) REQUIREMENTS

Successful Proposer (Contractor) shall comply with the requirements of this ATTACHMENT F to the extent required by any applicable federal or state law.

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the performance of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract.
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the PPA or any Participating Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167
- (5) If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the PPA or any Participating Agency may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If the PPA or any Participating Agency is unable to determine the validity of any claim for labor or material furnished, the District may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- (6) Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- (7) In a contract for personal services, contractor shall pay employees at least time and half for all overtime worked in excess of 40 hours in any one week under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, *et seq.*). In contracts for services, contractors shall pay employees at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.
- (8) The Contractor must give notice in writing to employees who work on this contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
- (9) All subject employers working under the contract are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.
- (10) All sums due the State Unemployment Compensation Trust Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid.
- (11) The contract may be canceled at the election of PPA for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.

- (12) Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.
- (13) Contractor certifies that it has not discriminated against minorities, women, emerging small business enterprises certified under ORS 200.055, or business enterprises owned or controlled by or that employ a disabled veteran in obtaining any required subcontractors.

ATTACHMENT G
WIPHE RESPONSE FORM

THIS FORM MUST BE RETURNED WITH SOLICITATION RESPONSE

Vendor servicing Washington State AGREES to sell items included in this solicitation to WIPHE institutions at prices offered, unless otherwise noted below:

_____ **DOES NOT** agree to sell to WIPHE Institutions.

_____ **AGREES** to sell to WIPHE Institutions at same prices and discounts, with the following exceptions: (attach additional pages as necessary)

Vendor must state geographic areas or specific institution(s) listed below within the State of Washington that are EXCLUDED from the contract(s) resulting from this solicitation:

Washington Institutions of Public Higher Education (WIPHE). See list on following page.

If Vendor agrees to sell to the WIPHE Institutions, a WIPHE Contract number will be assigned and the information will be reported to the Council of Presidents. The Council of Presidents notifies all the other schools when a WIPHE contract has been awarded and a master list will be maintained and the WIPHE website updated. WIPHE shall determine, at its absolute discretion, whether it shall accept and/or utilize the contract resulting from the Request for Proposal

Washington Institutions of Public Higher Education (WIPHE)

FOUR-YEAR UNIVERSITIES

CENTRAL WASHINGTON UNIVERSITY
EASTERN WASHINGTON UNIVERSITY
THE EVERGREEN STATE COLLEGE
UNIVERSITY OF WASHINGTON
WASHINGTON STATE UNIVERSITY
WESTERN WASHINGTON UNIVERSITY
COMMUNITY AND TECHNICAL COLLEGES:
BATES Technical College
BELLEVUE Community College
BELLINGHAM Technical College
BIG BEND Community College
CASCADE Community College
CASCADIA College
CENTRALIA College
CLARK College
CLOVER PARK Technical College
COLUMBIA BASIN College
EDMONDS Community College
EVERETT Community College

GRAYS HARBOR College
GREEN RIVER Community College
HIGHLINE Community College
LAKE WASHINGTON Technical College
LOWER COLUMBIA College
OLYMPIC College
PENINSULA College
PIERCE College
RENTON Technical College
SEATTLE CENTRAL Community Colleges
SHORELINE Community College
SKAGIT Valley College
SOUTH PUGET SOUND Community College
SPOKANE Community Colleges
STATE BOARD for Technical & Community Colleges
WENATCHEE Valley College
YAKIMA Valley Community College
WHATCOM Community College

Miscellaneous local agencies within Washington State*

ADAMS COUNTY
PUYALLUP SCHOOL DIST 3
KITSAP COUNTY
FIFE SCHOOL DIST 417
RIVERVIEW SCHOOL DIST 407
GONZAGA UNIVERSITY
PLANNED PARENTHOOD OF WESTERN WASHINGTON
SNOHOMISH COUNTY
MASON COUNTY
FEDERAL WAY SCHOOL DIST
SPOKANE COUNTY
ISSAQUAH SCHOOL DIST 411
ADAMS COUNTY FIRE DISTRICT
ADAMS COUNTY HEALTH DISTRICT
AFFILIATED HEALTH SERVICES
ALDERWOOD WATER DISTRICT
ANACORTES PORT OF
ANACORTES SCHOOL DISTRICT 103
ANNAPOLIS WATER DISTRICT
ASOTIN COUNTY
AUBURN SCHOOL DISTRICT 408
BAINBRIDGE IS SCHOOL DISTRICT 303
BAINBRIDGE ISLAND FIRE DEPARTMENT
BAINBRIDGE ISLAND PARKS
BATTLE GROUND SCHOOL DISTRICT 119
BELLEVUE SCHOOL DISTRICT 405
BELLINGHAM PORT OF
BELLINGHAM SCHOOL DISTRICT 501
BENTON COUNTY
BENTON COUNTY FIRE DISTRICT

BENTON COUNTY PUD
BENTON FRANKLIN COUNTY
BENTON FRANKLIN PRIVATE INDUST CNCL
BENTON PORT OF
BETHEL SCHOOL DISTRICT 403
BIG BROTHERS BIG SISTERS OF KING CO
BIRCH BAY WATER & SEWER DISTRICT
BLANCHET SCHOOL DISTRICT
BREMERTON KITSAP CO HEALTH DISTRICT
BREMERTON PORT OF
BREMERTON SCHOOL DISTRICT 100
BURLINGTON EDISON SCHOOL DIST 100
CANCER RESEARCH AND BIOSTATISTICS
CASCADE BLUE MT FD SHR
CASCADE IRRIGATION DISTRICT
CASHMERE SCHOOL DISTRICT 222
CATHOLIC COMM SVCS OF KING CO
CENTRAL KITSAP SCHOOL DISTRICT 401
CENTRAL WAS COMP MENTAL HEALTH
CENTRALIA SCHOOL DISTRICT 40
CHEHALIS SCHOOL DISTRICT 302
CHELAN COUNTY
CHELAN COUNTY COMMUNITY HOSPITAL
CHELAN COUNTY FIRE DISTRICT
CHELAN COUNTY PUD 1
CHELAN DOUGLAS COUNTY HEALTH DIST
CHENEY CARE CENTER
CHILD CARE RESOURCE & REFERRAL
CHILDRENS THERAPY CENTER
CHIMACUM SCHOOL DISTRICT 49
CLALLAM COUNTY

CLALLAM COUNTY FIRE DISTRICT
CLALLAM COUNTY HOSPITAL DISTRICT
CLALLAM COUNTY PUD
CLARK COUNTY
CLARK COUNTY FIRE DISTRICT
CLARK COUNTY PUD
CLE ELUM-ROSLYN SCHOOL DISTRICT 404
CLOVER PARK SCHOOL DISTRICT 400
CNTRL WHIDBEY FIRE & RESCUE
COAL CREEK UTILITY DISTRICT
COALITION AGAINST DOMESTIC VIOLENCE
COLUMBIA COUNTY
COLUMBIA IRRIGATION DISTRICT
COLUMBIA MOSQUITO CONTROL DISTRICT
COMMUNITY CHRISTIAN ACADEMY
COMMUNITY PSYCHIATRIC CLINIC
COMMUNITY TRANSIT
CONFEDERATED TRIBES OF CHEHALIS
CONSOLIDATED DIKING IMPROVEMENT DIST
CONSOLIDATED IRRIGATION
COWLITZ COUNTY
COWLITZ COUNTY FIRE DISTRICT
COWLITZ COUNTY PUD
CROSS VALLEY WATER DISTRICT
DAYTON SCHOOL DISTRICT 2
DOUGLAS COUNTY
DOUGLAS COUNTY FIRE DISTRICT
DOUGLAS COUNTY PUD
DRUG ABUSE PREVENTION CENTER
E COLUMBIA BASIN IRRIGATION DIST
EAST WENATCHEE WATER
EATONVILLE SCHOOL DIST 404
EDMONDS SCHOOL DISTRICT 15
EDUCATIONAL SERVICE DIST 114
EDUCATIONAL SERVICE DISTRICT 113
ELLENSBURG SCHOOL DIST 401
ENUMCLAW SCHOOL DIST
EVERETT PORT OF
EVERETT PUBLIC FACILITIES DIST
EVERGREEN MANOR INC
EVERGREEN SCHOOL DIST 114
FEDERAL WAY FD
FERRY COUNTY
FERRY COUNTY PUBLIC HOSPITAL
FERRY OKAHOGAN FPD
FOSS WATERWAY DEVELOPMENT AUTHORITY
FRANKLIN COUNTY
FRANKLIN COUNTY PUD
FRANKLIN PIERCE SCHOOL DIST 402
FRIDAY HARBOR PORT OF
GARDENA FARMS IRRIGATION DIST 13
GARFIELD COUNTY
GRAND COULEE PROJECT
GRANDVIEW SCHOOL DIST 116/200
GRANITE FALLS SCHOOL DIST 332
GRANT COUNTY
GRANT COUNTY HEALTH DIST

GRANT COUNTY PUD
GRAYS HARBOR COUNTY
GRAYS HARBOR COUNTY FIRE DIST
GRAYS HARBOR COUNTY PUD # 1
GRAYS HARBOR PORT OF
GRAYS HARBOR PUB DEV AUTH
GRAYS HARBOR TRANSIT
GRIFFIN SCHOOL DIST 324
HARBORVIEW MEDICAL CENTER
HAZEL DELL SEWER DIST
HEALTHY MOTHERS HEALTHY BABIES COAL
HIGHLINE SCHOOL DIST 401
HIGHLINE WATER DIST
HOMESIGHT
HOPELINK
HOQUIAM SCHOOL DIST 28
HOUSING AUTHORITY OF PORTLAND
ILWACO PORT OF
INCHELIUM SCHOOL DIST 70
ISLAND COUNTY
ISLAND COUNTY FIRE DIST
JEFFERSON COUNTY
JEFFERSON COUNTY FIRE DIST
JEFFERSON COUNTY LIBRARY
JEFFERSON COUNTY PUD
JEFFERSON GENERAL HOSPITAL
KARCHER CREEK SEWER DIST
KELSO SCHOOL DIST 458
KENNEWICK GENERAL HOSPITAL
KENNEWICK SCHOOL DISTRICT 17
KENT SCHOOL DIST 415
KETTLE FALLS SCHOOL DIST 212
KING COUNTY
KING COUNTY FIRE DIST
KING COUNTY HOUSING AUTHORITY
KING COUNTY LIBRARY
KING COUNTY WATER SEWER
KINGSTON PORT OF
KITSAP COUNTY FIRE & RESCUE
KITSAP COUNTY LIBRARY
KITSAP COUNTY PUD 1
KITITITAS COUNTY
KITITITAS COUNTY PUD
KITITITAS COUNTY RECLAMATION DIST
KLICKITAT COUNTY
KLICKITAT COUNTY PUD
LAKE CHELAN RECLAMATION DIST
LAKE STEVENS SCHOOL DIST 4
LAKE WASHINGTON SCHOOL DIST 414
LAKEHAVEN UTILITY DIST
LAKEWOOD SCHOOL DIST 306
LEWIS CO PUD 1
LEWIS COUNTY
LEWIS COUNTY FIRE DIST
LEWIS PUBLIC TRANSPORTATION
LIBERTY LAKE SEWER & WATER DIST
LINCOLN COUNTY

LINCOLN COUNTY FIRE DIST
LONGVIEW PORT OF
LONGVIEW SCHOOL DIST 122
LOTT WASTEWATER ALLIANCE
LUMMI INDIAN NATION
MANCHESTER WATER DIST
MARYSVILLE SCHOOL DIST 25
MASON COUNTY FIRE DIST
MASON COUNTY PUD
MEAD SCHOOL DIST 354
METRO PARK DISTRICT OF TACOMA
MID COLUMBIA LIBRARY
MIDWAY SEWER DISTRICT
MONROE SCHOOL DIST 103
MORTON SCHOOL DIST 214
MOSES LAKE PORT OF
MOUNT BAKER SCHOOL DIST
MT VERNON SCHOOL DISTRICT 320
MUKILTEO SCHOOL DIST 6
MUKILTEO WATER DIST
NAVAL STATION EVERETT
NE TRI COUNTY HEALTH DIST
NORTH CENTRAL REGIONAL LIBRARY DIST
NORTH KITSAP SCHOOL DIST 400
NORTH SHORE UTILITY DISTRICT
NORTH THURSTON SCHOOL DISTRICT
NORTHSHORE SCHOOL DIST 417
NORTHWEST KIDNEY CTR
NORTHWEST WORK FORCE DEVELOPMENT CO
NW REGIONAL COUNCIL
OAK HARBOR SCHOOL DIST 201
OAKVILLE SCHOOL DIST 400
OCOSTA SCHOOL DIST 172
OKANOGAN COUNTY
OKANOGAN COUNTY FIRE DIST
OKANOGAN COUNTY PUD
OKANOGAN SCHOOL DISTRICT
OLYMPIA PORT OF
OLYMPIA SCHOOL DISTRICT 111
OLYMPIA THURSTON CHAMBER FOUNDATION
OLYMPIC AREA AGENCY ON AGING
OLYMPIC MEMORIAL HOSPITAL DIST
OLYMPIC REGION CLEAN AIR AGENCY
OLYMPIC VIEW WATER & SEWER DIST
OLYMPUS TERRACE SEWER DIST
PACIFIC COUNTY
PACIFIC COUNTY FIRE
PARATRANSIT SERVICES
PASCO SCHOOL DIST
PEND OREILLE COUNTY CONSERV DIST
PEND OREILLE COUNTY PUB HOSP DIST
PEND OREILLE COUNTY PUD
PENINSULA SCHOOL DISTRICT 401
PERRY TECHNICAL INSTITUTE
PIERCE COUNTY
PIERCE COUNTY FIRE DIST
PORT ANGELES PORT OF

PORT ANGELES SCHOOL DISTRICT 121
PRESCOTT SCHOOL DIST
PUGET SOUND CLEAN AIR AGENCY
PUGET SOUND SCHOOL DIST
QUINCY COLUMBIA BASIN IRRIG DIST
RICHLAND SCHOOL DIST 400
S KITSAP SCHOOL DISTRICT 402
S SNOHOMISH CO PUBLIC FAC DIST
SAFEPLACE
SAMISH WATER DIST
SAMMAMISH WATER AND SEWER DIST
SAN JUAN COUNTY
SAN JUAN COUNTY FIRE DIST
SEA MAR COMM HEALTH CTR
SEATTLE JEWISH PRIMARY SCHOOL
SEATTLE PORT OF
SEATTLE SCHOOL DIST 1
SEATTLE UNIVERSITY
SECOND AMENDMENT FOUNDATION
SECOND CHANCE INC
SENIOR OPPORTUNITY SERVICES
SHELTON SCHOOL DISTRICT 309
SILVERDALE WATER
SKAGIT COUNTY
SKAGIT COUNTY CONSERVATION DIST
SKAGIT COUNTY FIRE DIST
SKAGIT COUNTY ISLAND HOSPITAL
SKAGIT COUNTY PORT OF
SKAGIT COUNTY PUD 1
SKAGIT TRANSIT
SKAMANIA COUNTY
SKOOKUM INC
SNOHOMISH COUNTY LIBRARY
SNOHOMISH COUNTY PUD
SNOHOMISH HEALTH DISTRICT
SNOHOMISH SCHOOL DISTRICT 201
SOAP LAKE SCHOOL DISTRICT 156
SOOS CREEK WATER AND SEWER DIST
SOUND TRANSIT
SOUTH COLUMBIA BASIN IRRIG DIST
SOUTH EAST EFFECTIVE DEVELOPMENT
SOUTH SOUND MENTAL HEALTH SERVICES
SOUTHWEST YOUTH & FAMILY SERVICES
SPECIAL MOBILITY SERVICES INC
SPOKANE CO AIR POLLUTION CNTRL
AUTHORITY
SPOKANE COUNTY FIRE DIST
SPOKANE COUNTY LIBRARY
SPOKANE SCHOOL DISTRICT 81
ST JOSEPH/MARQUETTE SCHOOL
STANWOOD SCHOOL DIST 410
STEVENS COUNTY
STEVENS COUNTY PUD
STILLAGUAMISH TRIBE OF INDIANS
SUMNER SCHOOL DISTRICT 320
SUNNYSIDE PORT OF
SUNNYSIDE SCHOOL DISTRICT 201

SUQUAMISH TRIBE
SW CLEAN AIR AGENCY
SWINOMISH TRIBE
TACOMA DAY CHILD CARE AND PRESCHOOL
TACOMA MUSICAL PLAYHOUSE
TACOMA PORT OF
TACOMA SCHOOL DISTRICT 10
TACOMA-PIERCE CO
TAHOMA SCHOOL DISTRICT 409
TERRACE HEIGHTS SEWER DISTRICT
THURSTON COMMUNITY TELEVISION
THURSTON COUNTY
THURSTON COUNTY CONSERVATION DIST
THURSTON COUNTY FIRE DISTRICT
TOPPENISH SCHOOL DISTRICT 202
TOUCHET SD 300
TRIUMPH TREATMENT SERVICES
TUKWILA SCHOOL DIST 406
TUMWATER SCHOOL DISTRICT 33
U S DEPARTMENT OF TRANSPORTATION
UNITED WAY OF KING COUNTY
UNIVERSITY PLACE SCHOOL DIST
UPPER SKAGIT INDIAN TRIBE
VAL VUE SEWER DISTRICT
VALLEY TRANSIT
VALLEY WATER DISTRICT
VANCOUVER PORT OF
VANCOUVER SCHOOL DISTRICT 37
VASHON ISLAND SCHOOL DISTRICT 402
VERA IRRIGATION
VETERANS ADMINISTRATION
VOLUNTEERS OF AMERICA
WA ASSOC OF SCHOOL ADMINISTRATORS
WA ASSOC SHERIFFS & POLICE CHIEFS
WA GOVERNMENTAL ENTITY POOL
WA LABOR COUNCIL AFL-CIO
WA PUBLIC PORTS ASSOCIATION
WA RESEARCH COUNCIL
WA ST ASSOCIATION OF COUNTIES

WA STATE PUBLIC STADIUM AUTHORITY
WAHIAKUM COUNTY
WALLA WALLA COLLEGE
WALLA WALLA COUNTY
WALLA WALLA COUNTY FIRE DISTRICT
WALLA WALLA PORT OF
WALLA WALLA SD 140
WASHINGTON ASSOCIATION
WASHINGTON COUNTIES RISK POOL
WASHINGTON FIRE COMMISSIONERS ASSOC
WASHINGTON HEALTH CARE ASSOCIATION
WASHINGTON PUBLIC AFFAIRS NETWORK
WASHINGTON STATE MIGRANT COUNCIL
WEST VALLEY SCHOOL DISTRICT 208
WEST VALLEY SCHOOL DISTRICT 363
WESTERN FOUNDATION THE
WHATCOM CONSERVATION DIST
WHATCOM COUNTY
WHATCOM COUNTY FIRE DISTRICT
WHATCOM COUNTY RURAL LIBRARY DIST
WHIDBEY GENERAL HOSPITAL
WHITMAN COUNTY
WHITWORTH WATER
WILLAPA COUNSELING CENTER
WILLAPA VALLEY SCHOOL DISTRICT 160
WILLAPA VALLEY WATER DISTRICT
WINLOCK SCHOOL DISTRICT 232
WOODINVILLE FIRE & LIFE SAFETY DIST
WOODLAND PORT OF
YAKIMA COUNTY
YAKIMA COUNTY FIRE DISTRICT
YAKIMA COUNTY REGIONAL LIBRARY
YAKIMA SCHOOL DISTRICT 7
YAKIMA VALLEY FARMWORKERS CLINIC
YAKIMA-TIETON IRRIGATION DISTRICT
YELM COMMUNITY SCHOOL DISTRICT
YMCA - TACOMA PIERCE COUNTY
YMCA OF GREATER SEATTLE

*Washington State cities and other unnamed Washington State local and municipal agencies may also utilize the resulting Master Price Agreement; provided they enter into the Intergovernmental Cooperative Purchasing Agreement.

ATTACHMENT H

LOCAL GOVERNMENT UNITS BY STATE

Oregon's Incorporated Cities

Adair Village	Donald	John Day	Nyssa	Tangent
Adams	Drain	Johnson City	Oakland	The Dalles
Adrian	Dufur	Jordan Valley	Oakridge	Tigard
Albany	Dundee	Joseph	Ontario	Tillamook
Amity	Dunes City	Junction City	Oregon City	Toledo
Antelope	Durham	Keizer	Paisley	Troutdale
Arlington	Eagle Point	King City	Pendleton	Tualatin
Ashland	Echo	Klamath Falls	Philomath	Turner
Astoria	Elgin	La Grande	Phoenix	Ukiah
Athens	Elkton	La Pine	Pilot Rock	Umatilla
Aumsville	Enterprise	Lafayette	Port Orford	Union
Aurora	Estacada	Lake Oswego	Portland	Unity
Baker City	Eugene	Lakeside	Powers	Vale
Bandon	Fairview	Lakeview	Prairie City	Veneta
Banks	Falls City	Lebanon	Prescott	Vernonia
Barlow	Florence	Lexington	Prineville	Waldport
Bay City	Forest Grove	Lincoln City	Rainier	Wallowa
Beaverton	Fossil	Lonerock	Redmond	Warrenton
Bend	Garbaldi	Long Creek	Reedsport	Wasco
Boardman	Gaston	Lostine	Richland	Waterloo
Bonanza	Gates	Lowell	Riddle	West Linn
Brookings	Gearhart	Lyons	Rivergrove	Westfir
Brownsville	Gervais	Madras	Rockaway	Weston
Burns	Gladstone	Malin	Rogue Beach	Wheeler
Butte Falls	Glendale	Manzanita	Roseburg	Willamina
Canby	Gold Beach	Maupin	Rufus	Wilsonville
Cannon Beach	Gold Hill	Maywood Park	Salem	Winston
Canyon City	Granite	McMinnville	Scappoose	Wood Village
Canyonville	Grants Pass	Medford	Scio	Woodburn
Carlton	Grass Valley	Merrill	Scott Mills	Yachats
Cascade Locks	Greenhorn	Metolius	Seaside	Yamhill
Cave Junction	Gresham	Mill City	Seneca	Yoncalla
Central Point	Haines	Millersburg	Shady Cove	
Chiloquin	Halfway	Milton-Freewater	Shaniko	
Clatskanie	Halsey	Milwaukie	Sheridan	
Coburg	Harrisburg	Mitchell	Sherwood	
Columbia City	Helix	Molalla	Siletz	
Condon	Heppner	Monmouth	Silverton	
Coos Bay	Hermiston	Monroe	Sisters	
Coquille	Hillsboro	Monument	Sodaville	
Cornelius	Hines	Moro	Spray	
Corvallis	Hood River	Mosier	Springfield	
Cottage Grove	Hubbard	Mt. Angel	St. Helens	
Cove	Huntington	Mt. Vernon	St. Paul	
Creswell	Idanha	Myrtle Creek	Stanfield	
Culver	Imbler	Myrtle Point	Stayton	
Dallas	Independence	Nehalem	Sublimity	
Damascas	Ione	Newberg	Summerville	
Dayton	Irrigon	Newport	Sumpter	
Dayville	Island City	North Bend	Sutherlin	
Depoe Bay	Jacksonville	North Plains	Sweet Home	
Detroit	Jefferson	North Powder	Talent	

This may not be a complete list of all Oregon cities, but all other Oregon cities shall be incorporated by this reference.

Idaho's Incorporated Cities

Aberdeen	Dietrich	Heyburn	Middleton	Salmon
Acequia	Donnelly	Hidden Springs	Montpelier	Sandpoint
Albion	Dover	Horseshoe Bend	Moscow	Shelley
American Falls	Downey	Idaho City	Mountain Home	Shoshone
Ammon	Driggs	Idaho Falls	Murray	Soda Springs
Arco	Eagle	Island Park	Nampa	Spirit Lake
Ashton	Elk City	Juliaetta	New Plymouth	St. Maries
Bancroft	Emmett	Kamiah	Nezperce	Stanley
Bellevue	Fairfield	Kellogg	Orofino	Star
Boise	Franklin	Ketchum	Parma	Stites
Bonnors Ferry	Fruitland	Kimberly	Payette	Sugar City
Buhl	Garden City	Kooskia	Pierce	Sun Valley
Burley	Garden Valley	Kuna	Pocatello	Tetonia
Caldwell	Genesee	Lava Hot Springs	Post Falls	Troy
Cambridge	Glenns Ferry	Lewiston	Potlatch	Twin Falls
Carey	Gooding	MacKay	Preston	Victor
Cascade	Grace	Malad	Priest River	Wallace
Challis	Grandjean	Malta	Rathdrum	Wardner
Chubbuck	Grangeville	Marsing	Rexburg	Weippe
Coeur d' Alene	Hailey	McCall	Richfield	Weiser
Cottonwood	Harrison	McCammon	Rigby	Wendell
Council	Hauser	Melba	Riggins	Whitebird
Dalton Gardens	Hayden	Meridian	Rupert	

This may not be a complete list of all Idaho cities, but all other Idaho cities shall be incorporated by this reference.

Idaho's Counties

Ada	Bonneville	Custer	Kootenai	Owyhee
Adams	Boundary	Elmore	Latah	Payette
Bannock	Butte	Franklin	Lemhi	Power
Bear Lake	Camas	Fremont	Lewis	Shoshone
Benewah	Canyon	Gem	Lincoln	Teton
Bingham	Caribou	Gooding	Madison	Twin Falls
Blaine	Cassia	Idaho	Minidoka	Valley
Boise	Clark	Jefferson	Nez Perce	Washington
Bonner	Clearwater	Jerome	Oneida	

This may not be a complete list of all Idaho local government units, but all other Idaho local government units shall be incorporated by this reference.

Hawaii's Counties

Hawaii	Honolulu	Kalawao	Kaua'i	Maui

Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) is by and between the "Lead Contracting Agency" and participating government entities ("Participating Agencies"), that are members of National Purchasing Partners ("NPP"), including members of FireRescue GPO and Public Safety GPO, that agree to the terms and conditions of this Agreement. The Lead Contracting Agency and all Participating Agencies shall be considered as "parties" to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency has entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPP provides group purchasing, marketing and administrative support for governmental entities. NPP's marketing and administrative services are free to its membership, which includes participating public entities and nonprofit institutions throughout North America.

WHEREAS, NPP has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Price Agreements awarded by the Lead Contracting Agency;

WHEREAS, the Master Price Agreements provide that all qualified government members of NPP may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Each party represents and warrants that it is eligible to participate in this Agreement because it is a local government created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. Competitive Solicitations are intended to meet the public contracting requirements of the Lead Contracting Agency and may not be appropriate under, or satisfy Participating Agencies' procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

- a. A "procuring party" is defined as the Lead Contracting Agency or any Participating Agency that desires to purchase from the Master Price Agreements awarded by the Lead Contracting Agency.
- b. Each procuring party shall be solely responsible for their own purchase of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring party, and the procuring party shall hold non-procuring parties and all unrelated procuring parties harmless from any liability that may arise from action or inaction of the procuring party.
- c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreement.
- d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
- e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other solicitation requirements under state law or local policies.

ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the "Lead Contracting Agency Endorsement and Authorization" or "Participating Agency Endorsement and Authorization," as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to "Lead Contracting Agency"

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

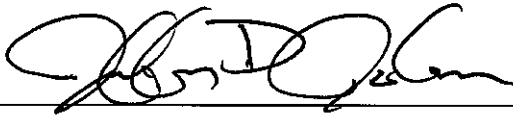
THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF "THE LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION" OR "PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION," AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.

**PUBLIC PROCUREMENT AUTHORITY
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of the Public Procurement Authority ("Lead Contracting Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Public Procurement Authority to Participating Agencies locally, regionally, and nationally through NPP. Copies of Master Price Agreements and any amendments thereto made available by the Public Procurement Authority will be provided to Participating Agencies and NPP to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the Public Procurement Authority and is duly authorized to sign this Public Procurement Authority Endorsement and Authorization.



BY: Jeffrey D. Johnson

ITS: Administrator/Board Member

Date: 2-13-2014

Public Procurement Authority Contact Information:

Contact Person:	Heidi Chames
Address:	25030 SW Parkway Ave., Suite 330 Wilsonville, OR 97070
Telephone No.:	855-524-4572
Email:	questions@procurementauthority.org

**PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of _____ ("Participating Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Lead Contracting Agency to Participating Agencies locally, regionally, and nationally through NPP.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPP shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of _____ and is duly authorized to sign this Participating Agency Endorsement and Authorization.

BY: _____
ITS: _____

Date: _____

Participating Agency Contact Information:

Contact Person: _____
Address: _____

Telephone No.: _____
Email: _____



CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: February 12, 2018

SPONSORING DEPARTMENT: Police Department

SUBJECT: Consideration of an Intergovernmental Agreement with McLean County for Booking Fees in the amount of \$27,108 annually as requested by the Police Department.

RECOMMENDATION/MOTION: The City enter into an Intergovernmental Agreement with McLean County for Booking Fees in the amount of \$27,108 annually, 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 e. Partnering with others for the most cost effective service delivery

BACKGROUND: For several years, an intergovernmental agreement has been in effect between the City of Bloomington and McLean County Sheriff's Department for retention, mug shots, booking and fingerprinting. This has proven to be an efficient and cost-effective booking procedure which has reduced our liability because incarcerated subjects are rarely kept in our facility.

The term of the agreement is January 1, 2018 - December 31, 2018, renewable on a year to year basis.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The cost of the agreement for one year is \$27,108 (\$2,259 per month). This cost is budgeted in the Police Department - Other Purchased Services account (10015110-70690). Funds are included in the FY 2018 Budget and the FY 2019 Proposed Budget to cover the monthly fee. Stakeholders can locate the FY 2018 amount in the Budget Book titled "Adopted General Fund Budget" on page 269.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by:

Jennifer Bielfeldt, Office Manager

Reviewed by: Kenneth Bays, Assistant Chief

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

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

Recommended by:

A handwritten signature in black ink, appearing to read "Steve Rasmussen". The signature is fluid and cursive, with the first name "Steve" written in a larger, more prominent script than the last name "Rasmussen".

Steve Rasmussen
Interim City Manager

Attachments:

- 1B Booking Services Agreement Partially Executed

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF McLEAN
AND
THE CITY OF BLOOMINGTON**

Whereas, the City of Bloomington has requested the County of McLean to provide booking services:

And

Whereas, the County of McLean has booking facilities:

And

Whereas, the Constitution of the State of Illinois, Article VII, Section 10 and 5 ILCS 220 et seq. permits and encourages intergovernmental cooperation and agreements;

Now therefore, the parties hereto agree as follows:

1. The County of McLean will perform booking services for the City of Bloomington which services shall include but not be limited to the following: completing all booking forms, finger-printing, taking mug shots, bonding, releasing and transferring persons in custody.
2. The City of Bloomington Police Department shall deliver any individuals taken into custody to the McLean County Detention Facility for booking. The City may bring individuals to the facility twenty-four (24) hours a day, seven (7) days a week, including holidays. The City will complete the necessary paperwork for each person delivered for booking. The County will not accept any individuals needing or asking for medical care. The City will obtain medical care for any individual apparently in need of such care prior to transferring that person to the facility for booking. The City of Bloomington shall have no responsibility for any individuals once they have been transferred to the County for booking, beyond that which may be required by statute.
3. The County shall have full responsibility for all individuals delivered for booking by the City of Bloomington. This responsibility shall include the cost of any medical care administered during the booking process. The County will indemnify and hold the City harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent act performed by the County, its employees and/or agents during the course of booking any individual for the City of Bloomington pursuant to this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
4. The City of Bloomington will indemnify and hold harmless the County of McLean from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent acts performed by the City, its employees or agents prior to transferring an individual to the County for booking. Such action shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
5. The City will pay the County at an annual rate of Twenty Seven Thousand One Hundred and Eight Dollars and no Cents (\$27,108.00) per year for booking services. The City will pay this fee regardless of whether it uses the County's booking services during any particular month and regardless of the number of individuals it delivers to the County for booking.

6. Total amount due herein shall be paid in twelve (12) equal monthly payments of Two Thousand Two Hundred and Fifty Nine Dollars and no Cents (\$2,259.00) at the first of each month.
7. The County may terminate this agreement at any time when payments required hereunder have not been paid. The County is relying on this agreement to hire personnel to satisfy its responsibilities under this agreement accordingly the City of Bloomington may not terminate this agreement without giving the County six (6) months notice of its intent to terminate.
8. This agreement shall be in effect from January 1, 2018 through December 31, 2018. Thereafter this agreement may be renewable on a year to year basis subject to adjustments in the amount charged for the services provided.
9. All notices required herein shall be in writing and shall be sent via registered or certified mail return requested or by an overnight courier service to the persons listed below. A notice shall be deemed to have been given when received by the party at the address set forth below.

Notices to Bloomington Police Department shall be sent to:

Brendan Heffner, Chief of Police
Bloomington Police Department
305 S. East
Bloomington, IL. 61701

Notices to County of McLean shall be sent to:

Greg Allen, Chief Deputy
McLean County Sheriff's Department
104 West Front Street
P.O. Box 2400
Bloomington, IL. 61702-2400

10. Both parties agree to comply with all applicable federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations.
11. This Agreement is to be governed and construed in accordance with the laws of the State of Illinois.
12. The relationship of each party to the other under this Agreement shall be that of Independent Contractor.
13. The failure of either party at any time to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or affect the validity of this Agreement or any part thereof, or the right of either party thereafter to enforce each and every position in accordance with the terms of this Agreement.
14. In the event that any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
15. This Agreement may not be assigned by either party without the prior written consent of the other party.

16. This Agreement shall constitute the entire Agreement between the parties with respect to the subject matter herein supersedes all prior communications and writings with respect to the content of said Agreement.

17. This Agreement may not be modified by either party unless such modification is mutually acceptable to both parties, is reduced to writing and signed by both parties.

The persons signing this Agreement represent and warrant that they have authority to bind their respective parties.

APPROVED:

Tari Renner, Mayor, City of Bloomington

Date

Brendan Heffner, Chief of Police, City of Bloomington

Date

ATTEST:

Cherry Lawson, City Clerk, City of Bloomington

Date

APPROVED:



John McIntyre, Chairman, McLean County Board

December 19, 2017

Date



Jon Sandage, Sheriff of McLean County

12/19/17

Date

ATTEST:



Kathy Michael, Clerk of the County Board of
McLean County, IL

December 19, 2017

Date



CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: February 12, 2018

SPONSORING DEPARTMENT: Bloomington Public Library

SUBJECT: Ratification of Contract with AFSCME Local 699 who represent workers at the Bloomington Public Library.

RECOMMENDATION/MOTION: The Contract be ratified.

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

STRATEGIC PLAN SIGNIFICANCE:

Objective: d: City services delivery in the most cost-effective, efficient manner.
 e. Partnering with others for the most cost-effective service delivery.

BACKGROUND: On March 16, 2017, Local 699 and Library staff began negotiating the terms of a collective bargaining agreement to succeed the agreement that expired on April 30, 2017. The expired agreement can be located at www.cityblm.org under Human Resources, in a folder titled Labor Contracts. The parties were able to reach Tentative Agreements on the following issues and the Union ratified the Tentative Agreements:

Term of Agreement.

2-year agreement

Wages

Wages - General wage increases with retroactive pay as follows:

5/1/2017 2%
5/1/2018 Wage Reopener

\$200 signing bonus

Shift Differential for Bookmobile Driving– Increase shift differential to two dollars (\$2.00) per hour.

Group Insurance

The following changes were made to insurance:

- The parties agreed that Spouses/Domestic Partners who have access to medical insurance through their employers will be ineligible for City medical insurance (“ineligible”

spouses). Those Spouses/Domestic Partners on insurance at time of ratification will be grandfathered in for the 2018 plan year.

- Effective January 1, 2019, those grandfathered employees who have ineligible spouses on the plan upon ratification of the agreement will receive \$1200 gross annually as long as the employee's spouse continues to be ineligible for City medical coverage.
- The parties agreed to an insurance reopener which shall be limited to plan design changes (including but not limited to changing carriers, altering and amending insurance plans and introducing and/or eliminating additional medical insurance options) and premium contribution levels.

Leave Benefits

Personal Leave – Updated language on scheduling of leave time and pro-rating of leave for new employees.

Sick Leave – Added language giving management greater discretion to curb sick leave abuse.

FMLA Leave – Added language requiring the use of accrued leave concurrently with FMLA.

Unpaid Leave – Added language addressing paid leave accrual during an unpaid leave.

Miscellaneous Items

Housekeeping – Corrected miscellaneous typos and replaced/eliminated outdated terms.

Recognition – Updated recognized positions from two shelvees to at least two shelvees.

Promotions, Job Assignments, Job Postings, and Vacancies – Expanded language to include knowledge, skills and abilities, in addition to seniority, with respect to promotions and job assignments. Also updated language on job postings and vacancies.

Training and Education – Updated language regarding tuition reimbursement and completion of coursework on work time.

Uniforms – Updated language regarding custodial uniforms and selection of custodial uniforms.

Union Orientation – Updated language regarding notification of new hires and submission of union information for new hire packets.

Bookmobile – Updated language regarding CDL employees and added language to staff the bookmobile with two employees if a safety concern is expressed and for stops beginning after 5pm.

Payroll– The parties agreed upon 90-day notice to move to a bi-weekly payroll for part-time staff (full time employees are currently on bi-weekly payroll). If an employee doesn't elect to enroll in direct deposit, paychecks will be mailed to the employee.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Library Board, City Council and Local 699.

FINANCIAL IMPACT:

The financial impact of the tentative agreements includes:

Estimated additional labor cost of the wage increase of 2% for FY18 is approximately \$45,000 excluding roll-up costs. An estimate was included in the FY 18 Budget.

- Total cost for a one-time signing bonus is \$12,600.
- Group Health Insurance potential savings of approximately \$26,400 annually if 2 of 5 Local 699 employees who have a spouse currently on the City's medical plan remove their spouses as of January 1, 2019, moving forward. Annual average cost savings per spouse is \$13,200 in both premium subsidy and claims avoidance costs.
- The increase in Bookmobile Shift Differential is generally \$1600 annually.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by: Jeanne Hamilton, Library Director

Financial & budgetary review by: Scott Rathbun, Sr. Budget Manager

Legal review by: Lisa Callaway, Engler Callaway Baasten and Sraga, LLC

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- 1B. Attachment 1 – AFSCME, Local 699 Library Contract, May 1, 2017 – April 30, 2019

Style Definition: Heading 2: Underline

Style Definition: TOC 2: Tab stops: 4.49"

AGREEMENT

Between

CITY OF BLOOMINGTON
BLOOMINGTON, ILLINOIS

and

BLOOMINGTON PUBLIC LIBRARY
BOARD OF TRUSTEES

and

LOCAL 699

AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO

BLOOMINGTON PUBLIC LIBRARY EMPLOYEES

MAY 1, ~~2014~~ 2017– APRIL 30, ~~2017~~ 2019

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DRAFT

AGREEMENT

This Agreement made and entered into this 1st day of May, 2014, by and between the BOARD OF TRUSTEES, BLOOMINGTON PUBLIC LIBRARY (herein called the "Library"), CITY OF BLOOMINGTON, ILLINOIS (herein called the "City") (Library and City are jointly referred to as "Employer"), and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES COUNCIL 31, AFL-CIO for and on behalf of LOCAL 699 (herein called the "Union"):

WITNESSETH:

WHEREAS, it is the intent and purpose of this Agreement to promote and improve harmonious relations between the Library and its employees; aid economical and efficient operations; accomplish and maintain the highest quality of work performance; provide methods for a prompt and peaceful adjustment of grievances; ensure against any interruption of work, slowdown, or other interference with work performance; strengthen good will, mutual respect, and cooperation; and set forth the agreement covering rates of pay, hours of work and other conditions of employment where not otherwise mandated by statute, to be observed between the parties to this Agreement; and

WHEREAS, the rights, obligations, and authority of the parties to this Agreement are governed by and subject to the laws of the State of Illinois,

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 RECOGNITION

Section 1.1. Recognition.

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment for all full and part-time employees of the Bloomington Public Library in the following positions: ~~Two~~ At least two (2) Shelves; Library Assistant; Library Technical Assistant; Library Associate; Librarian 1, Custodian; excluding Library Director; Unit Manager; Librarian 2/Department Manager; Secretary; temporary employees; members of the Library Board; Mayor; and all other supervisory, confidential and managerial employees and all other employees excluded by law.

Section 1.2. New Classifications.

The Employer shall promptly notify the Union of its decision to create any and all new classifications. If the parties agree that the proposed new classification is a successor title to the classification covered by this Agreement, with no substantial change in duties, the Union and the Employer shall file a stipulated unit clarification petition with the Illinois State Labor Relations Board to ensure that the new classification becomes a part of this Agreement.

If the proposed new classification contains a significant part of the work now done by any of the classifications in the bargaining unit, or whose functions or community of interests are similar to those in the bargaining unit, the Union will notify the Employer within thirty (30) calendar days of its receipt of the Employer's notice, and the parties will then meet within fifteen (15) calendar days of such notice to review the position classification. If the Union and the Employer are able to reach agreement on the inclusion of the position classification in the unit, they shall submit a stipulated unit clarification petition to the Illinois State Labor Relations Board.

Once the inclusion of the proposed position classification has been found appropriate by the Illinois State Labor Relations Board, the parties shall negotiate as to the proper pay grade for the classification and its appropriate series and series placement. If no agreement is reached within thirty (30) calendar days of the date of the Illinois State Labor Relations Board decision, the Union may, within fifteen (15) calendar days, appeal the position classification as containing substantially the same duties as an existing position classification, the pay grade and/or the appropriate series to Arbitration.

The arbitrator shall determine the reasonableness of the proposed salary grade and relationship to:

- (a) the job content and responsibilities attached thereto in comparison with the job content and responsibilities of other position classifications in the bargaining unit;
- (b) like positions with similar job content and responsibilities within the labor market generally to the extent that salaries paid for them are consistent with other job classifications within the bargaining unit;
- (c) significant differences in working conditions to comparable position classifications.

The pay grade originally assigned by the Employer shall remain in effect pending the arbitrator's decision.

If the decision of the arbitrator is to increase the pay grade of the position classification, such rate change shall be applied retroactive to the date of its installation.

Upon installation of the new position classification, posting and bidding procedures shall be in accordance with this Agreement.

Section 1.3. Seasonal Employees.

Seasonal employees shall receive not less than minimum wage nor more than the probationary rate for the type of work they are performing. If a seasonal employee is employed more than 585 hours or 9 months in any calendar year, he or she will be paid at the probationary rate and shall become a regular probationary employee. It is expressly agreed by the parties that seasonal employees are not part of the bargaining unit set forth in Section 1.1 of this Agreement and are not covered by any of the provisions of this Agreement. Seasonal employees will not be used in bargaining unit positions except in emergency situations, or temporary absences of a bargaining unit employee.

Section 1.4. Abolition or Merger of Job Classification.

The Employer shall notify the Union of its interest to establish new classifications, or abolish, or merge, or change existing classifications and shall negotiate with the Union over the impact of such.

Such negotiations shall include good faith impact bargaining as required under the State Labor Relations Act.

ARTICLE 2 UNION SECURITY

Section 2.1. Dues Check-off.

- (a) Deduction. The City of Bloomington agrees to deduct Union membership dues, assessments, P.E.O.P.L.E. deductions and Union sponsored benefit program contributions from the pay of those employees who individually request it. Requests shall be made on a form provided by the Union, which will set forth the sum of the separate deductions set forth in the previous sentence. The City of Bloomington will deduct the requested amount from the employee's pay. The City of Bloomington will not be required to itemize the separate components (dues, assessments, etc.) of an individual employee's deduction.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law. The aggregate deductions of all employees and a list of their names, addresses, last four digits of their social security numbers, full-time or part-time status, and the amount of hours worked shall be remitted semi-monthly to the Union at the address designated in writing to the City of Bloomington by the Union. The Union shall advise the City of Bloomington of any increase in dues and other deductions in writing at least fifteen (15) days prior to its effective date.

Dues deductions shall remain in effect until revoked in writing by the employee at any time.

- (b) Availability of Cards. The Union shall make available Union deduction cards to employees. The Union will be afforded an opportunity to meet with new employees during orientation or during their first week of employment.

Section 2.2. Fair Share Deductions.

- (a) Applicability. Employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration, and the pursuance of matters affecting wages, hours, and conditions of employment in accordance with the applicable Labor Relations Act. The fair share payment, as certified by the Union, shall be deducted by the City of Bloomington from the earnings of the non-member employees. The aggregate deductions of the employees and a list of their names, addresses, last four digits of their social security numbers, full-time or part-time status, and the amount of hours worked shall be remitted semi-monthly to the Union at the address designated in writing to the City of Bloomington by the Union. The Union shall advise the City of Bloomington of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each non-member employee's share shall not exceed dues uniformly required of Union members.
- (b) Notice and Appeal. The Union agrees to provide notices and appeal procedures to employees in accordance with applicable law.

Section 2.3. Indemnification.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 3 HOURS OF WORK AND OVERTIME

Section 3.1. Application of This Article.

This Article shall not be construed as a guarantee or limitation of work per day or per week.

Section 3.2. Workweek.

The workweek for all full-time employees shall be thirty-eight (38) hours except custodian which shall be forty (40) hours per week. The Library's workweek begins on Sunday.

Section 3.3. Scheduling.

The Employer agrees to make a good faith effort to continue its present scheduling practices. It is understood by the parties that there will be variations in an employee's work schedule. Work schedules showing the employee's work days and hours shall be emailed to employees one (1) month in advance barring emergency situations. For rotating Sunday work, permanent full-time staff members who work on Sunday will receive the following Friday and Saturday off, unless two other days off within the calendar week are mutually agreed upon.

To allow for flexibility, requests for schedule changes will be honored unless operational needs prohibit. The library may make temporary work schedule changes with reasonable advance notice to affected employees. If an employee calls in sick or is otherwise absent from work on an unscheduled basis, when time permits, the supervisor shall ask qualified employees from that department to agree to work in place of the absent employee and adjust their schedule for the week. The most senior employee who agrees to do so will receive the shift. If no qualified employee can adjust their schedule and an employee is required to work, the least senior employee will be assigned to work the shift. If a full-time employee is required to work in place of the absent employee, the full-time employee will receive compensatory time or overtime pay (at the employee's discretion). The employer shall not change any full-time employee's work schedule in order to circumvent the payment of overtime.

Section 3.4. Breaks.

Employees who work six (6) hours or more in any workday shall be entitled to two (2) fifteen (15) minute uninterrupted breaks. Employees who work more than two (2) hours but less than six (6) hours in any workday shall be entitled to one (1) fifteen (15) minute uninterrupted break. The time of such break(s) shall be arranged by the employee and the employee's Department Manager.

Section 3.5. Meal Periods.

All employees shall be granted a one (1) hour unpaid, uninterrupted meal period during each work shift of six (6) or more consecutive hours. The meal period shall be scheduled approximately midway in the shift. Employees are expected to consistently take their one (1) hour meal breaks each working day. In an attempt to maintain flexibility, occasional exceptions may be granted with prior approval from the employee's manager, assuring the departmental needs are met, so that employees can use their mealtime to alter the time worked on a given day. These occasional exceptions will not become patterned and will not permanently change an employee's work schedule. If a more permanent schedule change has previously been approved for an employee (to

allow for one six-hour work day per week, for example), the manager will honor the schedule but will retain the right to temporarily alter the schedule, based on departmental needs.

Section 3.6. Overtime.

Employees who work more than thirty-eight (38) hours in any work week (Custodian 40 hours), shall be compensated at one and one-half (1 ½) times their regular rate of pay. Overtime must be pre-approved by the Department Manager and the Director. The present practice of offering a differential to full time employees who work rotating Sundays shall continue.

Section 3.7. Compensatory Time.

An employee may choose to receive overtime payment in the form of compensatory time at the rate of time and one-half (1 ½) for the overtime hours worked. Such compensatory time shall be taken within ninety (90) calendar days of the time earned at a time convenient to the employee, consistent with the operating needs of the Library, and with prior approval of the Department Manager or Director.

Accrued compensatory time not used within ninety (90) calendar days of when it was earned shall be liquidated and paid in cash at the rate it was earned.

Section 3.8. No Pyramiding.

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

ARTICLE 4 HOLIDAYS

Section 4.1. Number of Holidays.

The following days are recognized as 8-hour holidays:

New Year's Day
Martin Luther King, Jr. Day (library will be open)
Easter
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve

Section 4.2. Floating Holidays.

When a holiday falls on a full-time employee's regularly scheduled day off, he/she will receive a floating holiday which may be taken within 30 days prior or 30 days after the holiday, with prior approval of manager. The exception is MLK Jr. Day, which may be taken on or within 60 days after the actual observance of the holiday, with approval of manager. A floating holiday is an 8-hour day.

Section 4.3. Eligibility Requirements.

Full-time employees shall be eligible for pay for any holiday, provided compensation has been paid for the last scheduled workday before and the first scheduled workday after the holiday.

Section 4.4. Holiday Pay.

Full-time employees who perform no work on a holiday shall suffer no loss of pay. Full-time employees who may be called in to work on a holiday for which the library is closed shall be compensated at a rate twice their normal earnings for hours worked. However, for Martin Luther King, Jr. Day, a holiday on which the library is open, there will be a Floating Holiday granted to full-time employees which may be taken on or within 60 days after the actual observance of the holiday.

Part-time employees, after two (2) years of continuous service, will receive holiday pay on a pro rata basis.

ARTICLE 5 VACATION

Section 5.1. Accrual and Eligibility.

All full-time employees shall accrue vacation in accordance with the following schedule:

Eighty (80) hours for the first year and 8 additional hours for each additional year of employment, up to 160 hours. An additional 16 hours will be granted on an employee's 16th anniversary, an additional 8 hours on an employee's 20th anniversary, and an additional 16 hours on an employee's 25th anniversary. The maximum number of accrued vacation is 200 hours.

After 1 year, 80 hours (10 days)
After 2 years, 88 hours (11 days)
After 3 years, 96 hours (12 days)
After 4 years, 104 hours (13 days)
After 5 years, 112 hours (14 days)
After 6 years, 120 hours (15 days)
After 7 years, 128 hours (16 days)
After 8 years, 136 hours (17 days)
After 9 years, 144 hours (18 days)
After 10 years, 152 hours (19 days)
After 11 years, 160 hours (20 days)
After 16 years, 176 hours (22 days)
After 20 years, 184 hours (23 days)
After 25 years, 200 hours (25 days)

Part-time employees, after two (2) years of continuous service, will accrue vacation on a pro rata basis.

Section 5.2. Vacation Scheduling.

Vacations must be taken within the vacation year in which they are due unless an exception is granted by the Library Director. After the completion of a new employee's probationary period, up to 5 days vacation may be taken. Vacation shall be arranged in the employee's department with the employee's Department Manager on a first-come, first-served basis. All requests for leaves must be made on an absence request form (i.e. Blue Slip) and approved by a Department Manager in advance of the time off. When requesting three or more consecutive days, the employee's Department Manager will make a reasonable attempt to respond to vacation requests within five days from the date of the request. If an employee's immediate supervisor is not available, another Department Manager or the Director may be presented with the request.

Managers will not call in an employee who is on vacation or on regularly scheduled days off adjacent to a scheduled vacation to offer or mandate overtime.

Requests for vacation on the days listed below shall not be accepted more than six (6) months in advance. Requests for vacation on those days shall be granted on a first-come, first-served basis unless more than one employee in a department submits a request on the same day for the same day(s). In that event, the employee with the most seniority will be granted the vacation.

Saturday before Memorial Day
Saturday before Labor Day
Friday and Saturday after Thanksgiving
Day after Christmas

Vacation leave can be taken in fifteen (15) minute increments after the first half (1/2) hour. Example: .5 hour; .75 hour; 1 hour; 1.25 hours; 1.5 hours; 1.75 hours, etc.

Full-time employees may carry over, up to but no more than, twenty-four (24) hours of vacation time annually. Part-time employees who are eligible to receive vacation benefits will receive pro-rated vacation carryover, up to but no more than twelve (12) hours of vacation time annually. A written Vacation Carry-Over Request Form must be submitted to the Department Manager and then to the Director for approval before the employee's anniversary date, to be credited with the carryover.

Section 5.3. Holidays During Vacation.

In the event a paid holiday falls during an employee's vacation period, an employee eligible for holiday pay will receive holiday pay for the day and the charge against the employee's vacation time will be reduced accordingly.

Section 5.4. Vacation Rights in Case of Separation or Layoff.

Employees shall be paid for their accrued, unused vacation at separation of employment or in the event the employee is laid off.

ARTICLE 6 WAGES

Section 6.1. Wages. Effective May 1, ~~2014~~ 2017, the rates of pay for all employees covered by this Agreement and on payroll upon ratification will be increased by ~~2.25%~~ 2.00% over the rate provided under the previous contract. Said rate of pay incorporating longevity schedules is shown in Appendix "D" attached hereto.

~~The positions of full time and part time Library Associate and full time and part time Library Technical Assistant will receive a one time salary adjustment exceeding 2.25% to bring the entry level rate of pay up to that of average entry level rates of pay for comparable area libraries. Said rate of pay incorporating longevity schedules is shown in Appendix "B" attached hereto.~~

~~The second (2nd) year of this agreement will have a base rate increase of 2.25%. Said new rate of pay incorporating longevity schedules is shown in Appendix "C" attached hereto.~~

~~The third (3rd) year of this agreement will have a base rate increase of 2.25%. Said new rate of pay incorporating longevity schedules is shown in Appendix "D" attached hereto.~~

To attract new Librarians with education and experience levels comparable to the incumbents leaving those positions, Management may hire Librarians at the five-year step of the longevity schedule if they have five (5) or more years of experience as a Librarian. Such an employee would progress to the ten-year step at the end of her/his fifth (5th) year, to the fifteen-year step at the end of her/his tenth (10th) year, etc. Such a new employee would not begin employment with five (5) years seniority; she/he would begin at zero (0) years seniority, the same as any other new hire.

Any employee who earns an LTA Associate's Degree while in an LTA position at the Bloomington Public Library will be advanced to the salary at the next step on the longevity schedule upon completion of the degree. Any new hire into an available LTA position that possesses an LTA Associate's Degree will be hired in at the five-year step of the longevity schedule.

Section 6.2. Wages.

For those employees who do not elect to enroll in direct deposit, paychecks will be mailed on payday to the employee's home address.

Bargaining unit employees may be paid bi-weekly, with no less than a 90 day notice, if possible.

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ARTICLE 7 DISCIPLINE AND DISCHARGE

Section 7.1. Reason for Disciplinary Action.

The Employer agrees with the tenets of progressive and corrective discipline. Disciplinary action or measures shall include only the following:

- (a) ~~Oral-Verbal~~ reprimand;
- (b) Written reprimand;
- (c) Suspension (notice to be given in writing); and
- (d) Discharge (notice to be given in writing).

Disciplinary action may be imposed upon an employee only for just cause. Discipline shall be imposed within a reasonable time after the Employer is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter. Employees shall not be demoted for reasons unrelated to performance of her/his job.

Section 7.2. Manner of Discipline.

If the Employer has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 7.3. Grievances Involving an Employee's Discharge or Discipline Suspension.

Grievances involving an employee's discharge, demotion, or disciplinary suspension may be presented at Step 2 of the grievance procedure.

Section 7.4. Union Representation.

An employee shall be informed of her/his right to Union representation at any investigatory meeting or any meeting at which discipline is to be imposed.

Whenever possible, the designated Union representative at the Library will receive written notification of any investigatory meeting or meeting at which discipline is to be imposed. At times, the need for a prompt investigation of an incident witnessed by an employee may preclude the furnishing of advanced written notice to the Union's designated representative prior to such investigation.

Section 7.5. Remedial Authority of Arbitrator in Disciplinary Cases.

Should it be found that any employee has been unjustly disciplined, demoted, or discharged, he or she shall be reinstated with seniority rights unimpaired and pay for time lost as determined by the arbitrator less any outside earnings since the disciplinary discharge. It is understood that the term "any outside earnings" shall not include such earnings as the employee was regularly earning from outside employment prior to the date of disciplinary action in question.

Section 7.6. Consideration of Prior Discipline.

The weight to be given prior discipline shall depend upon the seriousness of the prior offense, its similarity to the offense for which discipline is being imposed, and the amount of time which has elapsed since the prior offense.

ARTICLE 8 GRIEVANCE PROCEDURE

Section 8.1. Definition and Procedure.

A grievance is a dispute or difference of opinion raised by one (1) or more employee(s) against the Library involving the meaning, interpretation, or application of the express provisions of this Agreement. For purposes of this Section, "employee" shall include an employee acting in her/his capacity as a Union representative who raises a question involving an application of an express provision of the Agreement giving a right or benefit to the Union or over Library action which would constitute an unfair labor practice.

No grievance shall be entertained or processed unless it is submitted within ten (10) working days (Monday through Friday, non-holidays) after the occurrence of the event giving rise to

the grievance or within ten (10) working days after the employee, through the use of reasonable diligence, should have obtained knowledge of the occurrences of the event giving rise to the grievance.

A grievance shall be processed in the following manner:

STEP 1: An employee who has a grievance shall submit it in writing to her/his Department Manager. The Department Manager shall give her/his answer within five (5) working days after such presentation.

STEP 2: If the grievance is not settled in Step 1 and the Union desires to appeal, it shall be referred by the Union to the Library Director within ten (10) working days after the Department Manager's answer in Step 1. A meeting between the Library Director or her/his representative, grievant, union representative (steward), and Council 31 staff representative shall be held at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Library Director or her/his representative and the Union. If no settlement is reached, the Library Director or her/his representative shall give the Library Director's written answer to the Union within five (5) working days following the meeting.

Section 8.2. Arbitration.

- (a) **Selection of Arbitrator.** If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within ten (10) working days after receipt of the Library Director's answer in Step 2. The parties shall attempt to agree upon an arbitrator within five (5) working days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Both the Library and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two (2) names; the other party shall then strike two (2) names. The remaining person shall be the arbitrator. The arbitrator shall be notified of her/his selection by a joint letter from the Library and the Union requesting that she/he set a date, subject to the availability of the Library and Union representatives. The hearing shall be held in the City of Bloomington, Illinois.
- (b) **Arbitration Process.** Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The Library and/or the Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses who are not employees of the Library.
- (c) **Time Off.** The grievant(s) and/or Union grievance representative(s) will be permitted reasonable time without loss of pay during their working hours to investigate and process grievances. Witnesses whose testimony is pertinent to the Union's presentation or argument will be permitted reasonable time without loss of pay to attend grievance meetings and/or respond to the Union's investigation. No employee or Union representative shall leave her/his work to investigate, file, or process grievances without first notifying and making mutual arrangements with her/his Department Manager or designee and such arrangements shall not be denied unreasonably. Upon request, the employee and Union representative shall be allowed the use of an available appropriate room while investigating or processing a grievance.
- (d) **Pertinent Witnesses and Information.** Except as provided above, either party may request the production of specific documents, books, papers, or witnesses reasonably available and substantially pertinent to the grievance under consideration. Such request shall not be

unreasonably denied, and if granted, shall be in conformance with applicable law, and rules issued pursuant thereto, governing the dissemination of such materials.

Section 8.3. Authority of Arbitrator.

The arbitrator shall have no right to amend, nullify, ignore, add to, or subtract from the provisions of this Agreement. She/he shall consider and decide only the specific issue submitted to her/him in writing by the Library and the Union, and shall have no authority to make a decision on any other issue not so submitted to her/him. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing her/his decision within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding as provided by law.

Section 8.4. Expenses of Arbitration.

The fees and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the Library and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 8.5. Time Limits for Filing, Responding.

Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step, except Arbitration.

The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step.

Grievances may be withdrawn at any step of the Grievance Procedure without prejudice.

ARTICLE 9 SENIORITY

Section 9.1. Seniority.

Seniority, as established by this Article for both full and part-time employees, shall be the employee's last date of hire. Seniority of part-time employees shall accrue at one-half (1/2) the rate of seniority for full-time employees.

Section 9.2. Seniority Lists.

The employer shall furnish seniority lists for full and part-time employees to the Union twice per year. The list provided shall include the employee's name, classification, and seniority order.

Section 9.3. Application of Seniority.

In cases of promotions, ~~layoff, recalls,~~ and job assignments where employees are substantially equal in ~~ability~~ knowledge, skills, and abilities in accordance with the job description and posted job announcement, seniority shall be the determining factor.

Section 9.4. Termination.

~~Senior~~ Seniority shall be terminated when an employee:

- (a) voluntarily resigns;
- (b) is discharged;
- (c) is absent for three (3) consecutive days without notifying the Library;
- (d) fails to report to work after layoff within three (3) days after she/he has been notified to report to work, provided, however, that upon request made within the three (3) day period, the Library may grant an extension of time for good cause; or
- (e) is laid off for a period of two (2) years.

Section 9.5. Probation Period.

The first six (6) months of service shall constitute the probationary period which may be extended an additional three (3) months by the Library Director for good cause. During this probationary period, any original employee may be dismissed by the Library Director for any reason not prohibited by law without the right to grieve.

Section 9.6. Layoff.

In the event of a reduction in the working force which is expected to last for more than one (1) week, employees shall be laid off in the inverse order of their seniority within the job classification, providing however, that part-time employees shall be laid off first. The Library shall give laid-off employees fifteen (15) days written notice of the layoff, except for an emergency. Employees shall be recalled from layoff according to the order of their layoff by letter. The employee is required to keep the Employer informed of the employee's current address and/or phone number. The employee recalled shall have five (5) working days to give notice of her/his intention to return to work.

Section 9.7. ~~Transfer of~~ or Bump to Avoid Layoff.

Employees displaced by the elimination of jobs, through consolidation (combining the duties of two (2) or more jobs), the installation of new equipment or machinery, the curtailment of replacement of existing facilities, the development of new facilities or for any other reasons shall be permitted to exercise their seniority rights to transfer or bump to any other job in an equal or lower rated classification for which they are qualified in the bargaining unit, provided however, that part-time employees may only bump other part-time employees.

ARTICLE 10 FILLING OF VACANCIES

Section 10.1. Definition of a Permanent Vacancy.

For the purposes of this Article, a permanent vacancy is created:

1. when the Library determines to increase the work force and to fill the new position(s);
2. when any of the following transactions take place and the Library determines to replace the previous incumbent: terminations, transfers, promotions, demotions and related transactions provided that nothing in this Section creates any obligation to replace the previous incumbent.

Section 10.2. Posting.

Permanent vacancies shall be posted for bid on the appropriate bulletin boards for a period of five (5) working days. The bid notice shall state the position, the work assignment qualifications, whether assessments may be required, and the rate of pay for such job. Any qualified bargaining unit employee may bid on such position.

Section 10.3. Selection.

Permanent vacancies shall be filled by the application of the provisions of this Article and Article 9, Seniority, and shall be filled within 60 days whenever practical. Where both full and part-time employees bid on a job, in applying the seniority principle, seniority of part-time employees shall accrue at one-half (1/2) the rate of seniority for full-time employees.

Section 10.4. Temporary Assignment.

An employee who is assigned work in a higher paying classification for a period of one (1) consecutive week or longer shall be paid at the higher rate for all time spent performing such work. An employee assigned work in a lower paying classification shall not lose pay for performing such work. The Library shall not split duties or rotate or reassign other employees to any specific temporary assignment for the purpose of circumventing its obligation to pay an employee at the higher rate of pay.

Section 10.5. Probation on Promotion or Transfer.

Any employee who accepts a promotion or transfer to another position within the bargaining unit in accordance with the provisions of this Article shall be on probation in such position for a period of ninety (90) calendar days. Any time loss in excess of five (5) working days, for whatever reason, occurring during this probationary period will extend probation by an amount of time equal to the amount of time loss. During the probationary period, if the employee fails to demonstrate her/his ability to perform the work involved, she/he shall be transferred back to the position or position classification she/he vacated, displacing the employee, if any, who replaced her/him without loss of seniority. During the ninety (90) calendar day period, the employee may voluntarily return to the position or position classification which she/he vacated, displacing the employee, if any, who replaced her/him without loss of seniority.

ARTICLE 11 TRAINING AND EDUCATION

Section 11.1. Conferences, Workshops, Seminars, and Conventions.

Employees who are requested by the Library to attend a conference, workshop, seminar, or convention, shall have travel, meal, registration, and other direct expenses paid by the Library in addition to being granted a paid leave of absence for the period necessary for such attendance. Travel time shall be considered as time worked to the extent required by the Fair Labor Standards Act.

Guidelines are as follows:

- (1) Priority of Staff:
 - (a) staff members that have a direct job related concern with the subject of the conference or agenda of the meeting;
 - (b) staff participating in and members of professional organizations;
 - (c) staff that are members of professional organizations;
 - (d) all others.
- (2) Priority of Meetings:
 - (a) local and regional meetings sponsored by public libraries or public library systems;
 - (b) Illinois Library Association, Annual Conference;
 - (c) American Library Association, Annual Conference;
 - (d) all others.

Official travel allowance will be at the current IRS rate per mile for personal automobiles used. Other direct expenses such as registration, parking, etc. will be paid at actual cost. Travel by other than personal automobile will be paid at actual cost. Library vehicles must be used, if available. Meals will be paid in accordance with the Library Personnel Code.

All payments provided for in this Section are subject to availability of funds. Nothing in this Section requires any particular level of funding for training or education or shall be construed as a guarantee of the right to attend any programs, conferences, workshops, conventions, or seminars.

Section 11.2. Academic Course Work.

~~Subject to the availability of funds, the~~ The Library may pay the tuition of permanent full-time employees who have at least one (1) year of continuous service for job or library related course work.

Employees must receive the Library Director's approval in advance of enrollment. Such approval shall not be unreasonably withheld. The tuition reimbursement policy and request form shall be available on staff intranet.

Any employee who leaves the Library within one (1) year of completing a course will refund the Library the amount paid for the course or reimbursed by the Library. This sum may be withheld from the final paycheck.

a. Tuition Reimbursement

At the end of the course, the employee will reimburse the Library according to the following schedule:

- 0% for a grade "A"
- 25% for a grade "B"
- 50% for a grade "C"
- 100% for a grade "D" or lower

The Library will reimburse employees who themselves paid for job related courses according to the following schedule:

- 100% for a grade "A"
- 75% for a grade "B"
- 50% for a grade "C"
- 0% for a grade "D" or lower

b. Leave for Library Related Course Work

Elective academic coursework, including homework, shall not be performed on work time. After completing one (1) year of service, an employee may request use of leave time to attend Library related course work of academic credit which, even after work schedules are rearranged by mutual agreement, cannot be scheduled during non-work time. The time off shall be charged to earned leave time in the following order:

- (a) compensatory time
- (b) vacation time
- (c) personal leave

Approval for this leave will be at the discretion of the Library Director. Such approval will not be unreasonably withheld.

Section 11.3. Non-Credit Classes.

All full-time employees shall be given the opportunity to take job related non-credit classes (e.g. Heartland Community College Community Education classes, ~~Alliance~~ Library System's Continuing Education classes) subject to the availability of funds and arrangements of work schedules. Class schedules shall be made available by the Library. Employees must receive approval from their Department Manager. Such approval shall not be unreasonably withheld. If an employee who is still employed at the Library does not complete the class, she/he will be required to reimburse the Library for the cost of the class in lieu of discipline. If the employee is no longer a Library employee, no reimbursement will be required. This provision applies whether the class was taken at the request of the employee or the Library.

ARTICLE 12 SICK LEAVE

Section 12.1. Sick Leave Accrual.

Effective upon the signing of this Agreement, all full-time employees shall accrue sick leave to a maximum of 960 hours which shall be paid at full pay during time of illness. This benefit shall be accrued by new employees at a rate of 20 hours per month for her/his first twelve (12) months of employment, after which it shall accrue at a rate of 8 hours per month up to a maximum of 960 hours less sick leave used.

Sick leave can be taken in fifteen (15) minute increments after the first half (½) hour.
Example: .5 hour; .75 hour; 1 hour; 1.25 hours; 1.5 hours; 1.75 hours, etc.

Whenever an employee uses more than 152 hours, leaving less than eighty (80) hours of sick leave by reason of one or more serious health conditions, defined as an illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice,

residential medical care facility or continuing treatment by a physician, the employee, upon return to work, shall accrue sick leave at the rate of 20 hours per month until he/she has accrued the amount of sick leave he/she had available before the serious health condition or conditions. In order to be eligible to receive sick leave rapid accrual, an employee returning to work must present to her/his Department Manager a certificate from a reputable physician licensed in the state where medical treatment was provided that she/he personally treated said employee for the sickness which kept her/him from work and that the physician personally knew the employee was unable to perform the duties of her/his employment during the entire absence from work. The certificate may be waived at the discretion of the Department Manager. The employee shall receive full pay during the time of said absence, provided that paid leave time is available, if the absence is certified by the attending physician as being the result of an incapacitation and if it is so recognized in writing by the Department Manager and the Library Director. Employees are eligible to receive rapid accrual once during their career (most recent date of hire).

An employee who is unable to report to work because of illness shall contact her/his Department Manager as soon as practical. The Library Director shall have the right to contact any employee during the course of the first day of absence or any subsequent days of absence due to illness. Any employee who cannot be contacted by the Library Director during her/his absence and after diligent effort on the Library's part, will have to show the Library Director due reason for the inaccessibility before the days of absence will be compensated.

The Library will maintain complete and up-to-date records on all employees as regards to their health, sick leave record, job injury record, or any other information as deemed appropriate by the Library Director.

Employees will be notified not less than once per month of the amount of sick leave accumulated.

Section 12.2. Sick Leave Abuse.

Sick leave abuse sometimes occurs. Sick leave abuse is a very serious offense which constitutes cause for disciplinary action. Prior to any disciplinary action taking place, the employee's manager shall counsel the employee regarding her/his absences and remind them of the relevant policies. Some examples of sick leave abuse include, but are not limited to:

1. a pattern of sick leave usage such as repeated use of sick leave in conjunction with regular days off, approved leave days, or holidays.
2. a pattern of sick leave usage such as repeated use of sick leave on a particular day of the week.
3. repeated use of sick leave benefits as they are earned.
4. using sick leave and engaging in activities during the employee's normal work hours which indicate ability to work.

If an employee is suspected of sick leave abuse, the Library Director may require the employee to provide verification for all sick leave absences for a designated or reasonable time period. Nothing herein shall preclude an employee from voluntarily submitting a doctor's verification at any time for the Library Director's consideration.

Upon a good faith belief that an employee may be abusing sick leave, the Library Director may elect to have an employee submit to an examination by a physician designated by the Library certifying the employee's ability to perform the duties of their position and/or the entitlement of sick leave benefits. The cost of the examination will be paid by the Library. In said situation, reasonable travel time to and from the physician's office, reasonable waiting time, and duration of the exam will be paid at the employee's regular rate of pay, will not be counted as hours worked for purposes of overtime and will not be charged against the employee's paid leave time.

An employee absent for three (3) consecutive workdays or more without notice to the employee's supervisor will be regarded as having resigned her/his position. Prior to termination, the Library shall send a letter to the employee's last known address notifying them of a pre-termination meeting.

Section ~~12.2~~ 12.3. Sick Leave Buy Back Program.

All employees hired prior to May 1, 1997 will be grandfathered to the current contract language as regards Sick Leave Buy Back. Bargaining unit employees who retire or leave the employment of the library under honorable circumstances and with twenty (20) or more continuous years of service and at age 55 or older may choose to be paid at their final rate of pay for all accumulated unused sick leave according to the following schedule:

<u>Total Hours Available</u>	<u>Percentage</u>
Less than 400	0%
400-499	50%
500-599	55%
600-699	60%
700-799	65%
800 or more	70%

All employees hired from 5/1/97 through 4/30/10 who are at least 55 years of age, with twenty (20) or more years of service as a City employee, shall be paid at their final hourly rate for all accumulated unused sick leave according to the following schedule:

Less than 400 Hours	0%
Next 100 Hours (400-499)	50%
Next 100 Hours (500-599)	55%
Next 100 Hours (600-699)	60%
Next 100 Hours (700-799)	65%
Next 161 Hours (800-960)	70%

Employees hired after 4/30/10 are ineligible for sick leave buyback upon retirement or other separation from employment.

Section ~~12.3~~ 12.4. IMRF Creditable Service Credits.

The Library and the Union agree that IMRF Creditable Service Credits shall be retroactive to March, 1995.

Employees who have accumulated the maximum sick leave accrual of one hundred twenty (120) days (960 hours) may continue to accrue, for Illinois Municipal Retirement Fund creditable services purposes only, additional sick leave up to a maximum of two hundred forty (240) sick days. It is understood between the parties that such additional accrual over one hundred twenty (120) days (960 hours) shall be used for IMRF creditable service purposes only, and may never be used for any form of paid sick leave. If an employee who has accrued unused sick leave in excess of one hundred twenty (120) days (960 hours) is required to use sick leave which reduced the one hundred twenty (120) day (960 hours) amount, the amount of sick leave available for IMRF purposes shall not be reduced, but shall not begin accruing again until such point as the employee has again accrued one hundred twenty (120) days (960 hours) of sick leave.

ARTICLE 13 LEAVES OF ABSENCE

Section 13.1. Leave Without Pay.

The Library Director may grant a full-time employee or a part-time employee ~~with five (5) or more years of continuous service~~ a leave without pay for a period not to exceed one (1) year when it is in the interest of the Library to do so, provided that if a full-time employee requests a leave of absence without pay to take another position with the Library not covered by this Agreement, the Library Director shall grant a leave of absence for as long as the employee is in the probationary status of said position. During the employee's approved leave of absence, her/his position may be filled by a limited term appointment, temporary promotion, or temporary reassignment of an employee. At the expiration of the leave without pay, the employee has the right to and shall be reinstated to the position she/he vacated if the position still exists; or if not, to any vacant position in the same class.

A leave without pay up to seven (7) days shall be granted if prior request is made to the Department Manager by the employee at least five (5) working days in advance and the employee's absence would not disrupt operations.

All requests for leaves of absence without pay shall be made in writing.

~~Paid leave time shall not accrue during an unpaid leave lasting more than thirty (30) calendar days. An employee will be responsible for paying the entire cost of health and other insurance premiums for an unpaid leave lasting more than thirty (30) calendar days.~~

Section 13.2. Bereavement Leave.

Employees are paid straight time earnings for time lost, up to three working days, to grieve and/or attend or prepare for the funeral of a member of the immediate family. An immediate family member is defined as an employee's mother, father, spouse, child, brother, sister, grandparent, grandchild, mother-in-law, or father-in-law. The library realizes that individuals may be deeply affected by the loss of someone other than these relatives and will consider each request for bereavement leave on an individual basis. Extenuating circumstances will be considered on an individual basis.

In the event of the death of an employee, at the discretion of the Director, employees may be granted time to attend the visitation and/or funeral service. Employees who are needed to serve as a pall bearer at a funeral in McLean County shall be excused from work without loss of pay to attend the service.

Section 13.3. Personal Leave.

After twelve (12) months of consecutive employment, all full-time employees shall be granted 24 hours of personal leave. Personal leave can be taken in fifteen (15) minute increments after the first half (1/2) hour. Example: .5 hour; .75 hour; 1 hour; 1.25 hours; 1.5 hours; 1.75 hours; etc. ~~When at all possible, personal leave shall be pre-scheduled with the employee's Department Manager by submitting an absence request form (i.e. Blue Slip).~~

Part-time employees, after two (2) years of continuous service, will accrue personal leave on a pro rata basis.

During the first year of full-time employment only, ~~personal leave shall accrue until it equals the amount of time provided in this Section.~~ ~~pro-rated personal time will be awarded based on the number of months remaining in the fiscal year.~~

Section 13.4. Family Emergency Leave.

In all cases where there is an emergency situation and/or illness which requires the presence of an employee, that employee may be granted enough time off duty, at the discretion of the Department Manager or Library Director, so she/he may leave and make arrangements to get help to stay with her/his family, or otherwise arrange to alleviate the emergency situation. When the emergency situation extends beyond one (1) twenty-four (24) hour period of time, permission to be absent from work will have to be secured from the Library Director or Department Manager for every twenty-four (24) hour period thereafter. In any case where an employee has taken more than three (3) family emergency leave days in any given fiscal year, the fourth (4th) day will be deducted from the employee's accrued sick leave days. Family emergency leave is not cumulative.

Section 13.5. Civil Leave.

Employees shall be given time off without loss of pay when performing jury duty, performing emergency civilian duty in connection with a national or local emergency, and for the purpose of voting when the polls are not open at least two (2) hours before or after the employee's scheduled hours of work. In the case of Jury Duty, employees duly summoned for Jury Duty shall show proof of summons as soon as possible to the employer and request leave if desired. If excused from jury duty before the end of the work shift, the employee is expected to report back to work unless previous arrangements have been made. Otherwise, the employee should report back at the beginning of his/her next work shift. If an employee is scheduled for an evening shift, he/she is expected to report back to work or switch shifts with another qualified employee in advance. Also in the case of Jury Duty, all fees received other than meal or travel allowances shall be returned to the Library.

Section 13.6. Service-Connected Injury.

An employee who suffers an on-the-job injury shall be allowed full pay during the first three (3) working days without the utilization of any accumulated sick leave or other benefits. Thereafter, the employee shall be permitted to utilize accumulated sick leave. In the event such service-connected injury becomes the subject of an award by the Industrial Commission, the employee shall reimburse the Employer the dollar equivalent which duplicates payment received as sick leave days, and the employee's sick leave account shall be credited with the number of sick leave days used. An employee who suffers on on-the-job injury shall not be required to utilize any accumulated sick days prior to being granted an injury leave under Section 13.7 below.

Section 13.7. Illness or Injury Leave.

Employees who have utilized all their accumulated sick leave days (except as provided in Section 13.6 above) and are unable to report to or back to work because of the start of or continuance of their sickness or injury, including pregnancy related disability, shall receive a disability leave not to exceed one (1) year from the onset of the disability. During said leave the disabled employee shall provide written verification by a person licensed under the Illinois Medical Practice Act or under similar laws of another state. Such verification shall show the diagnosis, prognosis, and expected duration of the disability; such verification shall be made no less than every thirty (30) days during a period of disability unless the nature of the illness precludes the need for such frequency. Prior to requesting said leave, the employee shall inform the Library in writing the nature of the

disability and approximate length of time needed for leave. The written statement shall be provided by the attending physician. The Library will not arbitrarily deny such leave request.

Section 13.8. Treatment of Seniority.

Any nonprobationary employee shall retain and continue to accumulate seniority while on leaves provided for under this Article.

Section 13.9. Employee Rights After Leave.

At the expiration of any leave provided for in this Article, the employee has the right to and shall be reinstated to the position she/he vacated if the position still exists; or if not, to any other vacant position in the same class.

Section 13.10. Failure to Return from Leave.

Failure to return from a leave of absence within three (3) days after the expiration date thereof may be cause for discharge unless the Library Director, in her/his discretion, determines that it was impossible for the employee to so return.

Section 13.11. Notification of Leave.

Notification of balances of vacation, personal, and sick leave shall be provided to the employee once per month.

Section 13.12. FMLA Leave

To the extent that an employee or family member injury or illness qualifies as a serious health condition under the Family and Medical Leave Act (FMLA), the employee will be required to use accrued sick or other available leave time, which shall run concurrently with available FMLA time.

ARTICLE 14 INSURANCE

- (a) All benefited-eligible employees will move to the Wellness PPO Plan through Blue Cross or the Wellness Health Alliance HMO effective January 1, 2012, receive insurance through the City of Bloomington.
- (b) The Employer agrees to pay seventy-five percent (75%) of the health insurance premium for benefited employees with "Single" coverage.
- (c) The Employer agrees to pay seventy-five percent (75%) of the full health insurance premiums for benefited employees with "Employee + One" and "Family" dependent coverage.
Spouses/Domestic Partners who have access to medical insurance with their non-City employers (hereinafter "ineligible spouses") will be ineligible for insurance on the City/Library medical plans. Those employees who have spouses on the plan as of the Month Day, 2018 contract ratification date will be grandfathered in for plan year 2018 coverage and will be eligible to keep such spouses on the plan until December 31, 2018. Spouses who are Medicare-eligible will be eligible to remain on the City/Library plan.

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For the plan year beginning January 1, 2019, any grandfathered employee (qualifications identified in previous paragraph) with an ineligible spouse who was on the City/Library medical care plan for the previous plan year, shall receive an annual stipend of \$1,200.00 (gross), where the ineligible spouse has remained off the City/Library medical care plan for the entire medical plan year. Once a grandfathered employee's spouse is placed on the medical plan, the employee will no longer be eligible for the annual stipend, even if such spouse is determined to be ineligible at a later date. Such reimbursement shall be paid to the employee in the first quarter of the next plan year. For example, if the ineligible spouse was on the City/Library medical care plan for the 2018 plan year, the spouse will be ineligible to participate in the plan for the 2019 plan year and the employee shall be paid the \$1,200.00 stipend in the first quarter of calendar year 2020.

If a grandfathered employee's spouse experiences a qualifying event resulting in a loss of medical coverage during the plan year, the employee shall receive a prorated stipend based on the full months the City medical plan was not accessed.

- ~~(e)~~(d) The Employer agrees to pay fifty percent (50%) of the dental insurance premium for employee coverage, and fifty percent (50%) of the dental insurance premium for dependent coverage for dental insurance for all benefited employees under the City of Bloomington Health Care Plan.
- ~~(d)~~(e) The Employer agrees to pay fifty percent (50%) of the vision insurance premium for employee coverage, and fifty percent (50%) of the vision insurance premium for dependent coverage for vision insurance for all benefited employees under the City of Bloomington Health Care Plan.
- ~~(e)~~(f) In any year in which the total amount of group insurance benefits paid is more than one hundred fifty percent (150%) of the average amount paid out over the past five (5) years, the Employer shall have the right to negotiate the type of benefits available under the City of Bloomington Employee Health Care Plan.
- ~~(f)~~(g) No changes in the level of benefits shall be made except by mutual agreement of the parties unless triggered by the following paragraphs.

Notwithstanding anything to the contrary in this Article, the City may make such necessary changes as it reasonably believes are necessary to insurance benefit levels so such coverage will (1) comply with the Affordable Care Act ("ACA") and any other federal or state health care laws; (2) avoid the imposition, directly or indirectly, of an excise tax for high-cost coverage ("Cadillac Tax") under the ACA or any similar state or federal legislation or regulation; or (3) ensure the City is not subject to any penalties or fees because employees are eligible to obtain insurance through a health insurance exchange in accordance with the ACA or any federal or state health care law(s). The City and the Union will meet during the term of this Agreement to propose changes and amendments to the City's Group Health Insurance, Dental and Vision plans. If such changes are deemed necessary by the City, the City will provide the Union with written notice of such proposed changes and provide evidence supporting the need for the changes and an opportunity to discuss the changes with the City prior to their adoption. The City may not institute such changes for members of the bargaining unit unless such changes, or their substantial equivalents, are instituted for all other City unrepresented employees.

If the City is required to pay an excise tax or penalty under the Affordable Care Act ("ACA") or any similar state or federal legislation or regulation for any coverage options, then the employee's monthly insurance contributions will be increased on a dollar-for-dollar basis to offset the amount of the tax/penalty paid by the City.

The City will not make any plan design changes for calendar year 2018.

The Agreement will be re-opened to discuss wages, effective May 1, 2018, and Article 14, Group Insurance, limited to plan design changes (including but not limited to changing carriers, altering or amending insurance plans, and introducing and/or eliminating additional medical insurance options) and premium contribution levels.

Such reopen negotiations shall begin no later than February 1, 2018, with the parties making all efforts necessary to conclude such negotiations no later than April 30, 2018.

ARTICLE 15 UNIFORMS

Custodians will be required to wear a uniform shirt with proper identification. The Library will furnish the following uniforms for each of the Custodial positions in the proper size:

- 1 pair Carhartt-type Coveralls or bibs
- 5 Work Shirts with Identification

The type/style of shirts will be decided by the Labor Management Committee, Chapter Chair by conducting a poll of the custodial staff with options provided by Library management.

ARTICLE 16 NO STRIKE AND NO LOCKOUT

Section 16.1. No Strike.

During the term of this Agreement, there shall be no strikes, work stoppages, sympathy strikes or slowdowns. No officer or representative of the Union shall authorize, institute, instigate, aid, or condone any such activities.

Section 16.2. No Lockout.

No lockout of employees shall be instituted by the Employer or their representative during the term of this Agreement.

ARTICLE 17 PERFORMANCE REVIEWS

Section 17.1. Informal Conferences.

The Union and the Employer encourage periodic informal performance review conferences between the employee and her/his Department Manager to discuss work performance, job satisfaction, work-related problems, and the work environment.

Section 17.2. Written Performance Reviews.

Written Performance Reviews shall be prepared by the employee's Department Manager who is outside the bargaining unit and who either has firsthand knowledge of the employee's work or has discussed and received recommendations from someone who does. The Performance Review shall be limited to the employee's performance of the duties assigned and factors related thereto.

The Performance Review shall be discussed with the employee, and the employee shall be given a copy immediately after completion and shall sign the Performance Review as a recognition of having read it. Such signatures shall not constitute agreement with the Performance Review.

ARTICLE 18 PERSONNEL RECORDS

Section 18.1. Personnel Records.

The official personnel record shall be maintained at the Library. The personnel record shall be made available during regular business hours for an employee and/or her/his designee to review. However, the record shall not be removed from the Library, nor shall any documents in the record be altered or removed from the file. Employees may contribute documents to their record that relate to their performance and accomplishments.

Section 18.2. Right of Inspection and Copies.

Employees will be granted the right to inspect their personnel records under the following procedures:

- (1) Any employee who wishes to inspect her/his personnel record must submit, in writing, her/his request to the person in charge of the record; the request shall not be unduly repetitious.
- (2) The inspection shall be granted to the employee within seven (7) working days from the receipt of the request.
- (3) The employee may make a copy of any material contained in her/his file.

Section 18.3. Employee Representation.

An employee may designate, in writing, a representative to inspect her/his personnel records and to make copies of pertinent information.

Section 18.4. Disciplinary Records.

Written notice will be mailed to the employee's last reported address on or before the day a disciplinary report, letter, reprimand, or other documentation is released to an external third party. This requirement will be waived if:

- (a) the disclosure is ordered in a legal action;
- (b) information is requested by a government agency to substantiate an employee's claim or complaint;
- (c) the employee waives this right in writing.

Section 18.5. ~~Disagreement With Content; to Comment.~~ Personnel Record Modification

If an employee disagrees with the information contained in ~~the~~ her/his personnel record, it will be modified or removed by mutual agreement, or the employee may submit a written statement explaining her/his position, to be attached to the disputed portion of the record. This statement will be included whenever the disputed portion of the record is released to a third party.

ARTICLE 19 LABOR-MANAGEMENT COMMITTEE

For the purpose of maintaining communications between labor and management in order to cooperatively discuss and solve problems of mutual concern, representatives of the Library shall meet with the appropriate Union committee representing the bargaining unit. Meetings shall be scheduled if either side feels it is needed. Meetings will be at a time, place, and date mutually agreed upon. Each party shall prepare and submit an agenda to the other one (1) week prior to the scheduled meeting. These meetings may be attended by an AFSCME staff representative.

ARTICLE 20 UNION RIGHTS

Section 20.1. Union Activity During Working Hours.

Employees shall, after giving appropriate notice to their Department Manager, be allowed reasonable time off without loss of pay during working hours to attend grievance hearings, labor-management meetings, and any other meetings and/or activities established by this Contract, or meetings called or agreed to by the Employer, if such employees are entitled or required to attend such meetings by virtue of being Union representatives, stewards, witnesses, or grievants.

Section 20.2. Access to Premises by Union Representatives.

The Employer agrees that local representatives and officers and AFSCME staff representatives shall have reasonable access to the premises of the Employer, giving notice upon arrival to the ~~appropriate Employer representative~~ Library Director or designee. Such visitation shall be for the reason of the administration of the Agreement. By mutual arrangement with the Employer in emergency situations, Union staff representatives or local Union representatives may call a meeting during work hours to prevent, resolve, or clarify a problem.

Section 20.3. Time Off For Union Activities.

Local Union representatives shall be allowed time off without pay for legitimate Union business such as Union meetings, State or International conventions, workshops, and other training meetings, provided such representative(s) shall give reasonable notice to her/his Department Manager of such absence. The employee may utilize any accumulated time (holiday, personal, vacation days) in lieu of taking such without pay.

Section 20.4. Union Bulletin Board.

The Library shall provide a bulletin board for the exclusive use of the Union, provided that such bulletin board shall not be for the posting of messages which are inflammatory or disruptive of harmonious relations.

Section 20.5. Union Meetings on Library Premises.

The Library agrees to allow appropriate meeting rooms to be used for Union meetings upon prior notification by the designated Union representative, subject to availability.

Section 20.6. Union Orientation.

The employer will notify the Library Chapter Chair or designee when a new bargaining unit employee is hired. The Union will submit relevant and appropriate Union information to Human Resources to be placed in the new employee packet. The Union will be afforded an opportunity to meet with new employees once per quarter for up to sixty (60) minutes to attend such orientation. If an employee is already scheduled to work during the orientation time, they are paid to attend. Those not already scheduled to work during the orientation time may attend on their own time if they wish to attend the meeting.

ARTICLE 21 MANAGEMENT RIGHTS

It is recognized that the Library has and will continue to retain the rights and responsibilities to direct the affairs of the Library in all of its various aspects. Among the rights retained by the Library are the Library's rights to direct the working forces; to plan, direct, and control all the operations and services of the Library; to determine the methods, means, organization, and number of personnel by which such operations and services are to be conducted; to determine whether goods or services shall be made or purchased; to relieve employees due to lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment, or facilities, provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE 22 NON-DISCRIMINATION

Section 22.1. Prohibition Against Discrimination.

Both the Employer and the Union agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, age, national origin, disability, political affiliation and/or beliefs, sexual orientation, or other non-merit factors as provided by law.

Section 22.2. Union Activity.

The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained, or coerced in the exercise of any rights granted by the Illinois Public Labor Relations Act, 5 ILCS 315/1 et seq. (P.A. 83-1012) or by this Agreement, or on account of membership ~~on or~~ nonmembership in, or on account of participating or not participating in lawful activities on behalf of the Union.

ARTICLE 23 WELFARE TO WORK

No AFSCME represented position will be displaced, laid off, hours reduced, or otherwise reduced in pay as a result of any Welfare to Work initiative.

ARTICLE 24 CDL POLICY

The Library will pay for the difference in the cost of obtaining a Commercial Drivers' License and a Class D license. This amount, net of the regular renewal rate, will be paid each time a new or renewed CDL is required. The Library will not demand reimbursement of these amounts from CDL employees who cease employment with the Library.

A new employee ~~in the Circulation/Outreach Department~~ in the Outreach Department ~~hired to drive the bookmobile~~ will have 60 working days in which to successfully obtain a CDL. If the license is not obtained ~~with~~ within 60 working days, ~~this will~~ such may be cause for termination of a newly hired employee. An in-house employee who does not receive their CDL in 60 working days will be able to return to their previous position as governed by the union contract, Section 10.5. Section 10.5 will be adhered to with the additional stipulation of the 60-day requirement to obtain a CDL.

Bargaining unit CDL employees who fail a drug or alcohol test will be terminated after a second failed drug test.

Any bargaining unit CDL employee who is assigned to the bookmobile and works on the bookmobile shall be paid at the rate of ~~one dollar (1.00)~~ two dollars (2.00) per hour for each hour or portion thereof (in increments of fifteen minutes, rounded to the nearest increment) worked by the CDL employee on the bookmobile. This amount will be paid in addition to the CDL employee's present base rate of pay. The time shall be calculated beginning at the time the CDL employee leaves the Library garage and terminating when the CDL employee returns to the Library garage.

Bargaining unit CDL employees shall submit to their supervisor, on a weekly basis, a written confirmation of the amount of on-road hours (or portions thereof) worked by the CDL employee during each week. Such written confirmations will normally be submitted on Monday. If the supervisor agrees with the report of hours worked submitted by the CDL employee, she/he shall approve payment for such hours (or portions thereof) to the CDL employee in the amounts set forth above and she/he shall sign the written confirmation. If she/he does not agree with the report of hours worked, she/he will meet with the CDL employee and will discuss with the CDL employee what the supervisor believes an accurate summary of hours worked should be. If the supervisor and the CDL employee cannot agree on the number of hours worked by the CDL employee, the CDL employee may initiate the grievance ~~arbitration~~ procedures set forth in Article 8, the collective bargaining agreement between the parties.

The parties recognize that a delay between the time a confirmation of hours is submitted by the CDL employee and the date that compensation for such hours worked by such CDL employees on the bookmobile will occur. The Library and the City agree to use their best efforts to compensate full-time CDL employees no later than three weeks after the date their confirmation of hours is submitted by the CDL employee, and to compensate part-time CDL employees no later than two weeks after the date the confirmation of hours is submitted by the CDL employee.

In the event the library purchases a bookmobile that does not require a CDL to drive, Management will have the right to bargain Article 24 at that time.

Bookmobile shall be staffed with two (2) employees for any stops beginning after 5:00 p.m. If the driver requests a second employee due to reasonable safety concerns, the request shall be granted.

ARTICLE 25 SUBCONTRACTING

It is the general policy of the Library to continue to utilize its employees to perform work they are qualified to perform. However, the Library reserves the right to contract out any work it deems necessary in the interest of efficiency, economy, improved work product or emergency. Except where an emergency exists, before the Library changes its policy involving the overall subcontracting of work in a general area, where such policy change amounts to a loss of bargaining unit employees, other than through attrition, the Library will notify the Union and offer the Union an opportunity to discuss (not bargain) the desirability of contracting such work prior to making a decision. The Library will provide no less than forty-five (45) calendar days' written notice to the Union, except in emergency situations. At the Union's request, the Library will provide to the Union all reasonably available and substantially pertinent information in conformance with applicable law. At the Union's request, the parties will meet for the purpose of reviewing the Library's contemplated actions and Union alternatives to the contemplated subcontract, but in no event will such obligation delay the Library's actions. If the Library decides to subcontract the work, it will notify the Union of its decision.

When the subcontracting of such work performed by bargaining unit members will subject an employee to layoff, Sections 9.6 and 9.7 will apply. If no opening or vacancy exists within the bargaining unit, the displaced employee will have the opportunity to apply for other vacancies within the Library. The Library shall have the right to implement its decision prior to the completion of impact or effects bargaining, as requested by the Union, to the extent the implementation of the decision does not prohibit meaningful bargaining over the impact or effect of the Library's decision.

ARTICLE 26 SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable Illinois statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties agree to meet as soon as practicable to renegotiate the provision to eliminate its illegality or unenforceability.

ARTICLE 27 ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

ARTICLE 28 TERMINATION

This Agreement shall be effective as of the last day of ratification and shall remain in full force and effect until the 30th day of April, ~~2017~~ 2019. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have set their hands this ~~XX~~ 17th day of ~~February, 2015~~ January, 2018.

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LOCAL 699, AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO COUNCIL 31

/s/ Renner

/s/ Mary Gussner

/s/ [Signature]

/s/ Hendrika Ficht

BOARD OF TRUSTEES
BLOOMINGTON PUBLIC LIBRARY

/s/ Narendra Jeger

/s/ [Signature]

/s/ Brittany Gage

/s/ Carl A. Frost

CITY OF BLOOMINGTON

/s/ [Signature]

/s/ Georgia Bouda

/s/ Wayne Tucker

APPENDIX “A” – MEMORANDUM OF UNDERSTANDING

It is agreed to by AFSCME 699 and BLOOMINGTON PUBLIC LIBRARY on this day, June 7, 2005, that the Library will be closed the Sunday before Memorial Day and the Sunday before Labor Day each year or until either party chooses to bring the subject to the bargaining table. These days are not paid holidays and schedules will need to be arranged with the Department Managers to ensure staff works their complete workweek during the two weeks affected by the closings.

DRAFT

APPENDIX “B” – EMPLOYEES GRANDFATHERED UNDER ARTICLE 14

Employees who have spouses on the plan as of the Month day, 2018 contract ratification date:

Debra Mattingly
Patricia Perkins
Robbin Petersen
Marcie Shaffer
Margaret Taylor

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APPENDIX “C” – MEMORANDUM OF UNDERSTANDING

It is agreed to by AFSCME 699 and BLOOMINGTON PUBLIC LIBRARY on this day, January XX, 2018, that the Library will provide a one-time \$200.00 signing bonus for full-time and part-time bargaining unit employees on payroll at the time of final contract ratification, as approved by the Bloomington Public Library Board of Trustees.

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APPENDICES
WAGE TABLES

It is agreed to by AFSCME 699 and BLOOMINGTON PUBLIC LIBRARY that the following positions will be removed from the wage tables; however, the job classifications will remain in Section 1.1, Recognition, in the event these positions become necessary in the future:

- Full Time Shelver
- Full and Part Time Library Assistant (*)
- Full and Part Time Library Associate II

Due to position mergers in previous contracts, we no longer have these positions.

APPENDIX "D" – WAGE TABLE

~~MAY 1, 2014 – APRIL 30, 2015~~
~~MAY 1, 2017 – APRIL 30, 2018~~

LIBRARY WORKERS – AFSCME LOCAL 699
 SALARY AND WAGE SCALE

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HOURLY WAGES FOR FULL TIME EMPLOYEES

POSITION	BASE	5 YR 5%	10 YR 7%	15 YR 9%	20 YR 11%	25 YR 13%	30 YR 15%
Library Asst.	~~13.98~~ <u>14.90</u>	~~14.68~~ <u>15.65</u>	~~14.96~~ <u>15.94</u>	~~15.24~~ <u>16.24</u>	~~15.52~~ <u>16.54</u>	~~15.80~~ <u>16.84</u>	~~16.07~~ <u>17.14</u>
Custodian	~~13.97~~ <u>14.89</u>	~~14.67~~ <u>15.63</u>	~~14.95~~ <u>15.93</u>	~~15.23~~ <u>16.23</u>	~~15.50~~ <u>16.53</u>	~~15.79~~ <u>16.83</u>	~~16.06~~ <u>17.12</u>
LTA	~~16.36~~ <u>17.45</u>	~~17.18~~ <u>18.32</u>	~~17.51~~ <u>18.67</u>	~~17.83~~ <u>19.02</u>	~~18.16~~ <u>19.37</u>	~~18.49~~ <u>19.72</u>	~~18.81~~ <u>20.07</u>
Lib. Assoc. I	~~18.25~~ <u>19.46</u>	~~19.16~~ <u>20.43</u>	~~19.53~~ <u>20.82</u>	~~19.89~~ <u>21.21</u>	~~20.26~~ <u>21.60</u>	~~20.62~~ <u>21.99</u>	~~20.99~~ <u>22.38</u>
Librarian	~~22.78~~ <u>24.29</u>	~~23.92~~ <u>25.50</u>	~~24.38~~ <u>25.99</u>	~~24.84~~ <u>26.48</u>	~~25.30~~ <u>26.96</u>	~~25.73~~ <u>27.45</u>	~~26.19~~ <u>27.93</u>

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HOURLY WAGES FOR PART TIME EMPLOYEES

Shelver	~~8.96~~ <u>10.25</u>	~~9.41~~ <u>10.76</u>	~~9.58~~ <u>10.97</u>	~~9.76~~ <u>11.17</u>	~~9.95~~ <u>11.38</u>	~~10.11~~ <u>11.58</u>	~~10.30~~ <u>11.79</u>
Library Asst.	~~10.59~~ <u>11.29</u>	~~11.12~~ <u>11.85</u>	~~11.34~~ <u>12.08</u>	~~11.55~~ <u>12.31</u>	~~11.77~~ <u>12.53</u>	~~11.97~~ <u>12.76</u>	~~12.18~~ <u>12.98</u>
Custodian	~~11.71~~ <u>12.48</u>	~~12.30~~ <u>13.10</u>	~~12.54~~ <u>13.35</u>	~~12.76~~ <u>13.60</u>	~~13.00~~ <u>13.85</u>	~~13.23~~ <u>14.10</u>	~~13.47~~ <u>14.35</u>
LTA	~~13.90~~ <u>14.82</u>	~~14.60~~ <u>15.56</u>	~~14.87~~ <u>15.86</u>	~~15.15~~ <u>16.15</u>	~~15.43~~ <u>16.45</u>	~~15.71~~ <u>16.75</u>	~~15.99~~ <u>17.04</u>
Lib. Assoc. I	~~15.29~~ <u>16.30</u>	~~16.05~~ <u>17.12</u>	~~16.36~~ <u>17.44</u>	~~16.67~~ <u>17.77</u>	~~16.97~~ <u>18.09</u>	~~17.27~~ <u>18.42</u>	~~17.58~~ <u>18.75</u>
Librarian	~~19.26~~ <u>20.53</u>	~~20.24~~ <u>21.56</u>	~~20.62~~ <u>21.97</u>	~~20.99~~ <u>22.38</u>	~~21.38~~ <u>22.79</u>	~~21.77~~ <u>23.20</u>	~~22.17~~ <u>23.61</u>

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APPENDIX "C" — WAGE TABLE
MAY 1, 2015 — APRIL 30, 2016
LIBRARY WORKERS — AFSCME LOCAL 699
SALARY AND WAGE SCALE

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HOURLY WAGES FOR FULL TIME EMPLOYEES

POSITION			5 YR	10 YR	15 YR	20 YR	25 YR	30 YR
		BASE	5%	7%	9%	11%	13%	15%
Library Asst.	-	14.29	15.01	15.30	15.58	15.87	16.16	16.43
Custodian	-	14.28	15.00	15.29	15.57	15.85	16.15	16.42
LTA	-	16.73	17.57	17.90	18.23	18.57	18.91	19.23
Lib. Assoc. I	-	18.66	19.59	19.97	20.34	20.72	21.08	21.46
Librarian	-	23.29	24.46	24.93	25.40	25.87	26.31	26.78

HOURLY WAGES FOR PART TIME EMPLOYEES

Shelver	-	9.16	9.62	9.80	9.98	10.17	10.34	10.53
Library Asst.	-	10.83	11.37	11.60	11.81	12.03	12.24	12.45
Custodian	-	11.97	12.58	12.82	13.05	13.29	13.53	13.77
LTA	-	14.21	14.93	15.20	15.49	15.78	16.06	16.35
Lib. Assoc. I	-	15.63	16.41	16.73	17.05	17.35	17.66	17.98
Librarian		19.69	20.70	21.08	21.46	21.86	22.26	22.67

APPENDIX "D" — WAGE TABLE

MAY 1, 2016 — APRIL 30, 2017

LIBRARY WORKERS — AFSCME LOCAL 699
SALARY AND WAGE SCALE

HOURLY WAGES FOR FULL TIME EMPLOYEES

POSITION		BASE	5 YR 5%	10 YR 7%	15 YR 9%	20 YR 11%	25 YR 13%	30 YR 15%
Library Asst.	-	14.61	15.35	15.64	15.93	16.23	16.52	16.80
Custodian	-	14.60	15.34	15.63	15.92	16.21	16.51	16.79
LTA	-	17.11	17.97	18.30	18.64	18.99	19.34	19.66
Lib. Assoc. I	-	19.08	20.03	20.42	20.80	21.19	21.55	21.94
Librarian	-	23.81	25.01	25.49	25.97	26.45	26.90	27.38

HOURLY WAGES FOR PART TIME EMPLOYEES

Shelver	-	9.37	9.84	10.02	10.20	10.40	10.57	10.77
Library Asst.	-	11.07	11.63	11.86	12.08	12.30	12.52	12.73
Custodian	-	12.24	12.86	13.11	13.34	13.59	13.83	14.08
LTA	-	14.53	15.27	15.54	15.84	16.14	16.42	16.72
Lib. Assoc. I	-	15.98	16.78	17.11	17.43	17.74	18.06	18.38
Librarian		20.13	21.17	21.55	21.94	22.35	22.76	23.18



CONSENT AGENDA ITEM NO. 7G

FOR COUNCIL: February 12, 2018

SPONSORING DEPARTMENT: Water Department

SUBJECT: Consideration of a Resolution Waiving the Formal Bidding Process and approving a contract for supply and delivery of Cationic and Anionic polymers from Brenntag Mid-South, Inc. for water treatment purposes at the quoted price of \$0.75 per pound for cationic polymer and \$1.47 per pound for anionic polymer, up to a maximum cost of \$60,925.00, as requested by the Water Department.

RECOMMENDATION/MOTION: A Resolution Waiving the Formal Bidding Requirements and Authorizing a Contract with Brenntag Mid-South, Inc., for the Purchase of Specialty Water Treatment Chemicals (Polymers), up to a maximum cost of \$60,925.00, be approved and the Mayor and City Clerk be authorized to execute the Resolution, and the Interim City Manager and City Clerk be authorized to execute the contract and other necessary documents.

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

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

BACKGROUND: Each year, staff has requested competitive bids for most of the Water Department's annual water treatment chemical needs. However, these bids have historically not included polymers for the water clarification process. The Water Department, through years of exhaustive bench testing and actual use at the Water Treatment Plant, has determined which polymers have worked with the specific water quality that is experienced in our Water Treatment Plant. The polymers used by the City are as follows:

Polymer	Product Name	Typical Dosage
Cationic Polymer	Robin 120	~1.25 – 1.75 parts per million
Anionic Polymer	Robin 30A	~0.25 – 0.50 parts per million

The City uses two (2) different types of polymers for two (2) different purposes. Both types are extremely critical in removing particles from the reservoir water that is being used. The broad difference between the two (2) polymers is that one (1) polymer has a net positive charge (cationic) and the other has a net negative charge (anionic). The cationic polymer is used to neutralize the net negative surface charges of the particles in the reservoir water, which then collide and stick together in the large groups of particles, (algae, bacteria, silt, possible disease causing organisms, etc.), which settle out as heavier than water particles and are removed during treatment. The anionic polymer improves the settling characteristics of the heavier than water particles and the minerals (hardness) that are removed during the softening process. Both types

of polymers are extremely important in assuring that small particles of potential health significance are removed during treatment.

Polymers are, generally, long chains of carbon groups linked together with other functional groups to “connect” the heavier than water particles and precipitated minerals to improve their settling characteristics. Small changes in formulations can have large effects on treatment performance. Characteristics of individual water sources and temperature also affect polymer performance.

Many surface reservoirs in Central Illinois use a variation of a class of polymers called polydiallyldiammonium chloride (polyDADMAC for short). The City uses a low molecular weight version that is currently purchased from Brenntag Mid-South, Inc. The anionic polymer is also purchased from Brenntag Mid-South, Inc. Once a polymer is found that works well for a water source and treatment system, utilities generally stay with the product unless reliability of supply or its raw water or polymer characteristics change to where treatment efficiencies change.

The current agreement with Brenntag Mid-South, Inc. expires on March 30, 2018. Staff is requesting that the proposed contract begin April 1, 2018 and extend to April 30, 2019 to eventually coincide with the City of Bloomington’s fiscal year starting May 1, 2019. The quoted prices for both polymers (\$0.75 per pound for cationic polymer and \$1.47 per pound for anionic polymer) include delivery. The current quoted prices represent the following increase:

Polymer	Current Rate	Proposed Rate	Percent Increase
Cationic Polymer	\$0.678 per pound	\$0.75 per pound	9.6% Increase
Anionic Polymer	\$1.286 per pound	\$1.47 per pound	12.5% Increase

The proposed increase in polymer rates is due to the volatility within the oil and polymer markets, which has increased significantly since March of 2017.

Historical average dosages of the cationic and anionic polymers are 12.4 and 4.7 pounds per million gallons of water treated, respectfully. Assuming a relatively dry year with an average rate of 11 million gallons pumped per day, costs would be \$29,675.00 for cationic polymer and \$31,250.00 for anionic polymer for a total annual expenditure of \$60,925.00.

COMMUNITY DEVELOPMENT IMPACT: UEW-1 Provide quality public infrastructure within the City to protect public health, safety and the environment. UEW-1.5 Reliable water supply and distribution system that meets the needs of the current and future residents.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Funds are available in the roll-up group for the FY 2018 amount of \$4,686.54 under Water Purification-Water Chemicals account (50100130-71720). The FY 2019 amount of \$56,238.46 is included in the FY 2019 Proposed Budget under the same account. Stakeholders can locate the FY 2018 information in the FY 2018 Budget Book titled “Adopted Other Funds Budget” on page 141.

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

Respectfully submitted for Council consideration.

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

Reviewed by: Robert Yehl, P.E. Water Director

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- 1B - Resolution of Bid Waiter
- 1C - Contract, Brenntag Mid-South, Inc.
- 1D - Quote, Brenntag Mid-South, Inc.
- 1E - Certificate of Liability Insurance

RESOLUTION NO. 2018 – _____

**A RESOLUTION AUTHORIZING WAIVING THE FORMAL BIDDING
REQUIREMENTS AUTHORIZING A CONTRACT WITH
BRENNTAG MID-SOUTH, INC., FOR THE PURCHASE OF
SPECIALTY WATER TREATMENT CHEMICALS (POLYCMERS)**

WHEREAS, the City of Bloomington Water Department must treat raw water with various chemicals, including different types of polymers; and

WHEREAS, the City of Bloomington Water Department has conducted exhaustive bench tests on various polymers and found that the polymers supplied by Brenntag Mid-South, Inc., performed at the highest standards and efficiency; and

WHEREAS, That the bidding process be waived and the City Manager be authorized to Contract with Brenntag Mid-South, Inc., for Cationic Polymer at \$0.75 per pound and Anionic Polymer at \$1.47 per pound, up to a total of \$60,925.00; and

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

That the recitals set forth above are incorporated herein, the bidding requirements waived and City Manager, or designated representatives, are authorized to secure the Contract with Brenntag Mid-South, Inc., and are authorized to execute any necessary documents to effectuate the purchase.

PASSED this ____ day of February 2018.

APPROVED this ____ day of February 2018.

CITY OF BLOOMINGTON

ATTEST:

Tari Renner, Mayor

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

CITY OF BLOOMINGTON
CONTRACT WITH
Brenntag Mid-South, Inc.

FOR

Robin 120 Cationic Polymer and Robin 30A Anionic Polym

THIS AGREEMENT, dated this 5th day of February, 2018, is between the City of Bloomington (hereinafter "CITY") and Brenntag Mid-South, 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: ☐ a lump sum amount of \$_____ ; or ☒ the amount(s) set forth in Exhibit B. Invoices shall be due and payable within 45 days of submission.

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

Section 5. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY, its officers, officials, agents and employees from claims, demands, causes of action and liabilities of every kind and nature whatsoever arising out of or in connection with CONTRACTOR's operations performed under this Contract, except for loss, damage or expense arising from the sole gross negligence or willful misconduct of the CITY or the CITY's agents, servants or independent contractors who are directly responsible to CITY. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY's officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Contract.

Section 6. General Liability Insurance. CONTRACTOR shall maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits shall be less than \$2,000,000.00. Certificates of insurance shall be provided to CITY and CITY shall be named as an additional insured under the policy. Umbrella liability coverage must also be provided in the amount of \$4,000,000 for each occurrence, \$4,000,000 in aggregate.

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

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

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

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

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

Section 11. Compliance with FOIA Requirements. CONTRACTOR further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from CONTRACTOR actual or alleged violation of the FOIA, or CONTRACTOR failure to furnish all documentation related to a request within five (5) days after CITY issues notice of a request. Furthermore, should CONTRACTOR request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, CONTRACTOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. CONTRACTOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by CONTRACTOR request to utilize a lawful exemption to CITY.

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

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

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

Section 15. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

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

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

☐ For a term of _____ year from the date of execution.

☐ For a term of _____ years from the date of execution.

☒ Other: April 1, 2018 through April 30, 2019

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

Notwithstanding anything herein, the provisions in Sections 5 and 11 shall survive termination.

Section 17. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

Brenntag Mid-South, Inc.

By: _____
Its City Manager

By: _____
Its _____

ATTEST:

By: _____
City Clerk

By: _____
Its _____

EXHIBIT A
SCOPE OF SERVICES / WORK PROVIDED

Polymer	Product Name	Typical Dosage
Cationic Polymer	Robin 120	~1.25 - 1.75 parts per million
Anionic Polymer	Robin 30A	~0.25 - 0.50 parts per million

EXHIBIT B
FEES / COMPENSATION

PRODUCT	PACKAGE	COST
Robin 120	475 # Drum	\$0.75 per pound
Robin 30A	2300# Tote	\$1.47 per pound



Brenntag Mid-South, Inc.

4616 S. Enterprise Drive
Bartonville, IL 61607

WE ARE PLEASED TO SUBMIT THIS
QUOTATION IN ANSWER TO YOUR
INQUIRY

THIS QUOTATION IS SUBJECT TO THE
SPECIAL CONDITIONS ON THE LAST
PAGE OF THIS DOCUMENT

City of Bloomington
Bloomington, IL
Attn: Joe Darter
email: jdarter@cityblm.org

January 10, 2018

QUOTATION

FOB: Delivered

Terms: Net 30 Days

<u>Quantity</u>	<u>Container</u>	<u>Description</u>	<u>Price</u>	<u>U/M</u>	<u>Deposit</u>
475#	Drum	ROBIN 120	\$0.75#	lb	N0
2300#	Tote	ROBIN 30 A	\$1.47#	lb	N0
		Price firm 4/1/18 – 4/30/19			

Best Regards,

Brenntag Mid-South

Heidi Brodermitz
Sales Representative

cc:

NOTE: The prices indicated on this quotation are for acceptance within thirty (30) days from the date of this quotation, and unless otherwise specified, are subject to change without notice. We reserve the right to increase unit price if quantity is reduced.

Orders placed with us against this quotation will be subject to the following terms and conditions:

1. Any tax or governmental charge increasing the cost to the Seller of producing, selling, or delivering the article herein specified, or of procuring materials used therein, may, at the Seller's option, be added to the price herein specified.
2. Seller's liability as to delivery ceases upon making delivery of material to carrier at shipping point in good condition; the carrier acting as Buyer's agent.
3. The Seller makes no warranty of any kind, express or implied, except that the goods sold shall be of merchantable quality; and the Buyer assumes all risk and liability for results obtained by the use of the materials purchased, whether used singly or in the combination with other products.
4. No claim of any kind, whether as to goods delivered or for non-delivery of goods, shall be greater in amount than the purchase price of the goods in respect of which such damages are claimed; and failure to give notice of claim within 10 days from date of delivery, or the date fixed for delivery, respectively, shall constitute a waiver by the Buyer of all claims in respect of such goods.
5. In the event of fire, flood, drought, earthquake, windstorm, accident, explosion, civil commotion, labor trouble, embargo, car shortage, reduced supply of raw materials, inability of Seller to obtain from its regular source of supply any commodity ordered against this quotation which does not manufacture, or any other circumstances beyond the control of the parties, which interferes with the production, transportation, or consumption of the commodities ordered against this quotation, quantities so affected may be cancelled without liability.
6. The Seller shall not be liable for any loss or delay in furnishing the goods ordered against this quotation occasioned through acts of governmental authorities suspending contracts, commandeering or requisitioning businesses, industries, plants, materials, or machinery, creating embargoes, causing cessation or interruption of transportation, causing delay by reason of conscription of men, or in any other way interfering with the Seller's production. If by reason of any of the above causes the production of the Seller shall be partially or wholly curtailed, deliveries may be either proportionately or wholly suspended, as the case may be, and resumed after the removal of the cause and continued until the entire quantity purchased has been delivered; provided that, if such delay in delivery of any portion shall be for more than thirty days, the undelivered portion may be cancelled by either the Buyer or the Seller upon five days' written notice to the other.
7. Freight charges, unless otherwise specified, will be subject to change at time of shipment.
8. Any surcharges inherent to delivery of product to the Buyer, unless otherwise specified, will be for the account of the Buyer (charges for hoses, pumps, demurrage, pallets, container deposits, etc.)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/28/2017

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 have **ADDITIONAL INSURED** provisions or 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 Marsh USA Inc. 1717 Arch Street Philadelphia, PA 19103-2797	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No):
424780-*ALL-GAW-18-19	INSURER(S) AFFORDING COVERAGE	
INSURED BRENNTAG MID-SOUTH, INC. 1405 HWY 136 W HENDERSON, KY 42420	INSURER A : Insurance Company Of The State Of PA	NAIC # 19429
	INSURER B : N/A	N/A
	INSURER C : N/A	N/A
	INSURER D : N/A	N/A
	INSURER E : N/A	N/A
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CLE-006118752-16 **REVISION NUMBER:** 6

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			GL6634468	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						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? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CITY OF BLOOMINGTON IS INCLUDED AS ADDITIONAL INSURED ON GENERAL LIABILITY WHERE REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CITY OF BLOOMINGTON
WATER DEPARTMENT
603 W. DIVISION STREET
BLOOMINGTON, IL 61701

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
of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

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CONSENT AGENDA ITEM NO. 7H

FOR COUNCIL: February 12, 2018

SPONSORING DEPARTMENT: Water Department

SUBJECT: Consideration of a Resolution Waiving the Formal Bidding Process for the purchase of EXO Sondes, hand held display units and sensors for turbidity, total algae, pH and temperature data collections and associated hardware at the quoted cost of \$69,251.00 to measure raw water quality as it enters the pump houses at Evergreen Lake and Lake Bloomington allowing the Water Department to adjust treatment processes in real-time from Xylem, Inc as requested by the Water Department.

RECOMMENDATION/MOTION: A Resolution Waiving the Formal Bidding Requirements and Approving the Purchase of Water Quality Instruments and Hardware from Xylem, Inc., in the amount of \$69,251.00, be approved and the Mayor and City Clerk be authorized to execute the Resolution and the Procurement Manager be authorized to execute the purchase order.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services. Goal 2. Upgrade City Infrastructure and Facilities.

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City services delivered in the most cost effective manner. Objective 2b. Quality water for the long term.

BACKGROUND: Staff is requesting approval to acquire three YSI/Xylem Exo2 multi-parameter water quality sondes and associated electronic hardware, for installation at the Evergreen Lake and Lake Bloomington pump stations. These systems will provide staff the ability to track changes in the conditions of the lake water that is being pumped to the treatment plant and make necessary adjustments to maintain optimum treatment conditions. In addition to improving operational efficiency in the plant, the use of platforms and telemetry that are identical to those currently deployed with our in lake buoys and level sensors, continuity of operation and data collection will give us a better understanding of the behavior of our lakes.

Staff has recently purchased YSI, Inc., technology that integrates collected data and houses the data on a website that is utilized by various entities. In the past year, the Water Department purchased buoys that have been deployed at Lake Bloomington and Evergreen Lake. These buoys collect pH levels, temperature readings, turbidity levels and other data and sends the data via cellular technology to staff at the Water Treatment Plant and the existing website. This allows the Water Department to have a better understanding of the condition of the raw water in our reservoirs so that staff can be better prepared for the changing conditions within the reservoirs. Recently, the Water Department has requested to purchase level sensors from YSI, Inc., for both reservoirs. These level sensors also relay data to staff via cellular connections and the data is also housed on the same website as the data collected from the buoys. The items that

are being proposed within this Council Memo will collect data from the water entering the treatment process at the Lake Bloomington Pump House and the Evergreen Lake Pump House and will also transfer data for real-time use to staff at the Treatment Plant via a cellular connection. The data collected by this purchase will be housed on the same website as previously purchased YSI, Inc., technologies. In addition to recording the data on a common website and server, these instruments can be programmed to send alarms to alert staff of changing conditions. Please see the table below as an example of data that is collected and stored on the website:

Date	Time	Temp (Celsius)	pH	Fluorescence	Turbidity
11/02/2017	14:00:00	15.67	8.75	3.51	12.45
11/02/2017	13:45:00	15.64	8.83	3.50	12.20
11/02/2017	13:30:00	15.53	8.91	3.25	12.56
11/02/2017	13:15:00	15.25	9.03	3.18	11.99
11/02/2017	13:00:00	15.02	9.11	3.08	11.73
11/02/2017	12:45:00	14.75	9.23	2.98	12.57
11/02/2017	12:30:00	14.62	9.31	3.07	13.03
11/02/2017	12:15:00	14.21	9.42	2.80	13.76
11/02/2017	12:00:00	13.90	9.52	2.76	14.76

*This table only represents a portion of the data that is collected and does not represent all of the data that is collected.

Currently, quality of the water entering the treatment plant is assessed through daily samples and the ongoing performance of the treatment plant. The requested instruments will provide continuous tracking of water quality for the lake water entering our plant. Additionally, the telemetry system can be programmed to send an alarm if any of the measured water quality parameters reach levels that require increased operator attention. The ability to monitor water quality as soon as it starts its journey to the water plant will alert for the need to adjust chemical feeds, if necessary, to address changes in quality from runoff events or algal blooms or other actions to maintain consistent treatment, hopefully before diminished quality is observed at the plant.

Having identical units allow for more efficient calibration and re-deployment of the devices, minimizing the amount of time required to service them both at the pump stations and on the lakes. Comparison of the same parameters as measured at shallower depths by the buoys with those at intake depths will give a much more complete picture of lake conditions and the ability to anticipate changes in influent water quality. The third sonde will ensure that continuous monitoring of all the sites can be maintained, even with one unit out for calibration, servicing or repair. The spare sonde will also be used to measure conditions at other locations in the reservoir, as part of our overall lake monitoring program.

In addition to providing operations staff with valuable and timely information, the information of the deeper water conditions reported by the pumphouse sondes will be integrated with the data reported by the buoys and with reservoir level information on the same website.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Illinois Environmental Protection Agency Lakes Division, Illinois State University, GLEON (Global Lake Observation Technological Network), McLean and Woodford Counties Emergency Management Departments.

FINANCIAL IMPACT: The total cost of this request is \$69,251.00. Funds are included in the FY 2018 Budget under the Capital Lease-Capital Outlay Equipment Other than Office account (40110137-72140). Stakeholders can locate this in the FY 2018 Budget Book titled "Adopted Other Funds Budget" on pages 102 and 108. This equipment is not specifically listed, but funds will be made available from the total budgeted.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

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

Reviewed by: Robert Yehl, P.E., Water Director

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- 2B - Resolution
- 2C - Xylem, Inc., Quote
- 2D - Xylem, Inc. Brochure and Specifications
- 2E - Warranty

RESOLUTION NO. 2018_ – _____

**A RESOLUTION AUTHORIZING WAIVING THE FORMAL BIDDING
REQUIREMENTS AND APPROVING THE PURCHASE OF WATER QUALITY
INSTRUMENTS AND HARDWARE FROM XYLEM, INC.**

WHEREAS, the City of Bloomington Water Department is responsible for treating surface water from Lake Bloomington and Evergreen Lake; and

WHEREAS, the Water Department Treatment Plant is required to perform numerous and rigorous testing throughout the treatment process, including water within the reservoirs; and

WHEREAS, the Water Department staff must respond quickly and accurately to the changing conditions of raw water entering the treatment process; and

WHEREAS, the Water Department currently utilizes Xylem, Inc., technologies through the purchase of buoys that are deployed within Lake Bloomington and Evergreen Lake, Level Sensors and Data Loggers located within the reservoirs and the pump houses at Lake Bloomington and Evergreen Lake; and

WHEREAS, the data collected throughout the various Xylem, Inc., products is integrated into an existing website utilized by the Illinois Environmental Protection Agency Lakes Division, Illinois State University and by McLean and Woodford Counties Emergency Management Departments for emergency action planning and execution,

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

That the recitals set forth above are incorporated herein, the bidding requirements waived and City Manager, or designated representatives, are authorized to secure the purchase of Xylem, Inc. water quality instruments and associated hardware, in the amount of \$69,251.00, and are authorized to execute any necessary purchase orders to effectuate the purchase.

PASSED this 12th day of February 2018.

APPROVED this _____ day of _____ 2018.

CITY OF BLOOMINGTON

ATTEST:

Tari Renner, Mayor

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



Quote Number: B151436
Quote Date: 1/19/2018
Quote Expiration Date: 2/23/2018

Quotation Prepared For:

Rick Twait
Bloomington Illinois, City of
25515 Waterside Way
Hudson, IL 61748
(309) 434-2152
rtwait@cityblm.org

Submitted By:
Mark Lynch
(815) 751-4481
mark.lynch@xyleminc.com

Quote Number B151436

Proposal Summary

#	Product	Description	List Price	Net Price	Qty	Ext. Price
1	599040-15	EXO 15-m Field Cable - Connects sonde to EXO Handheld Display or USB adaptor - wet mate connectors and strain relief	\$707.00	\$707.00	3	\$2,121.00
2	599960	EXO Handheld Display, 2.0 - Handheld interface for EXO Sondes - Standard features include GPS, Temperature Compensated Barometer, Color LED Screen, Built-in Help Menus, Rechargeable Li-Ion Battery, USB On-The-Go Data Backup, Wet-Mate Connector, and IP-67 Rating	\$2,700.00	\$2,700.00	1	\$2,700.00
3	599020-02	EXO2 Wheeled Hard-Sided Carrying Case, Black	\$405.00	\$405.00	1	\$405.00

Subtotal: \$5,226.00

Additional Items

#	Product	Description	List Price	Net Price	Qty	Ext. Price
1	599201	EXO2 Flow Cell - Includes flowcell, 3/8 inch and 1/4 inch fittings, lubricant and instructions	\$315.00	\$315.00	2	\$630.00
2	599502-01	EXO2 Sonde, 10 meter Depth, 6 Sensor Ports, 1 Wiper Port - Depth range: 0-10 meters - AUX port for future expansion - Contains: Sonde, 4 'D' Batteries, Calibration Cup, Tool Kit, 4 port plugs, USB drive loaded with User Manual and KOR Software	\$6,450.00	\$6,450.00	3	\$19,350.00
3	599827	EXO Wiped Conductivity/Temperature Sensor - Purpose-built for combating sensor fouling in long-term monitoring applications - Designed and engineered for compatibility with EXO2 Sonde's Central Wiper	\$1,650.00	\$1,650.00	3	\$4,950.00

Quote Number B151436

#	Product	Description	List Price	Net Price	Qty	Ext. Price
		- Additional Central Wiper Brush and Spacing Kit included				
4	599702	EXO ISE02 pH Sensor Assembly, Unguarded, Ti - Patented user replaceable sensor head - Incorporates wet-mate connector and welded titanium housing	\$560.00	\$560.00	3	\$1,680.00
5	599100-01	EXO Optical DO Sensor, Ti - Compatible with any EXO sonde - User replaceable sensor cap (installed) - Incorporates wet-mate connector and welded titanium housing	\$1,960.00	\$1,960.00	3	\$5,880.00
6	599101-01	EXO Turbidity Sensor, Ti - Compatible with any EXO sonde - Wide range Sensor reads from 0-4000 FNU - Incorporates wet-mate connector and welded titanium housing	\$1,800.00	\$1,800.00	3	\$5,400.00
7	599102-01	EXO Total Algae - PC Sensor, Ti - Optimized for freshwater use - Phycocyanin - Includes chlorophyll and blue green algae sensors in a single Sensor - Incorporates wet-mate connector and sealed welded titanium design	\$3,480.00	\$3,480.00	3	\$10,440.00
8	599090-01	EXO Central Wiper, EXO2, Ti - Installs in center wiper port on EXO2 sonde only - Includes two wiper brushes and installation tool - Used in unattended monitoring deployments to reduce bio-fouling	\$1,195.00	\$1,195.00	3	\$3,585.00
9	203303	Storm3-03 Turn Key System; Fully Integrated System, Includes the Following: Storm3-03 Web-enabled data logger with integrated CDMA cellular modem with puck antenna, NEMA 4X rated enclosure, solar power system featuring a 12v/18ah battery and 20 watt solar panel with mount, terminal strip, fusing, desiccant, and internal humidity sensor. *Annual Cellular Data Telemetry Plan sold separately.	\$4,900.00	\$4,570.00	2	\$9,140.00

Quote Number B151436

#	Product	Description	List Price	Net Price	Qty	Ext. Price
10	203296	EXO1/EXO2 Connector Option; For Field Cable into Enclosure (includes SOA Adapter)	\$750.00	\$750.00	2	\$1,500.00
11	203232	CELLULAR ACTIVATION SUBSCRIPTION SERVICE, NEW Activation of new GSM or CDMA Cellular Service; Single modem, one year activation. Must be renewed annually for continued access.	\$330.00	\$330.00	4	\$1,320.00
12	Shipping		\$150.00	\$150.00	1	\$150.00

Subtotal: \$64,025.00

Total List Price \$69,911.00

Total Net Price \$69,251.00

Subtotal \$69,251.00

Grand Total \$69,251.00

Terms Net 30
FOB Origin

This pricing is Proprietary and Confidential information. Neither this document nor its contents may be revealed or disclosed to unauthorized persons or sent outside the institution without prior permission from Xylem Inc. This order is subject to the Standard Terms and Conditions of Sale - Xylem Americas effective on the date the order is accepted which terms are available at <https://www.xylem.com/en-US/support/xylem-americas-standard-terms-and-conditions/> and incorporated herein by reference and made a part of the agreement between parties.

Quote Number B151436

Ordering Instructions:

Credit Card Reference This Quote Number	Call: (727) 565-2201
Purchase Order Include a Copy of Quote with PO	Email: YSISystemsOrders@xyleminc.com Fax: (866) 778-8431 Mail: YSI Inc – Systems & Services Division Attn: Order Entry 9843 18th Street North, Suite 1200 St. Petersburg, FL 33716

- All purchase orders should be accompanied with a copy of this quote or clearly reference the quotation number.
- All purchase orders should have a complete billing and complete shipping address on the purchase order.
- For order acknowledgement please provide email address to send updates on order. Email Address: _____
- Taxes and Tariffs are additional and are not included in the above pricing unless explicitly stated as a line item.
- Shipping charges are additional and are not included in the above pricing unless explicitly stated as a line item.
- Tax Exempt customers must include their Tax ID on their Purchase Order. Proof of Tax Exempt status may be required.

Business Information:

[YSI Incorporated](#)

Tax Identification #: 31-0526418

DUNS #: 004246716

Remit to Address for Orders:

Checks (Drawn on US Banks Only)

[YSI Incorporated](#)

PO Box 640373

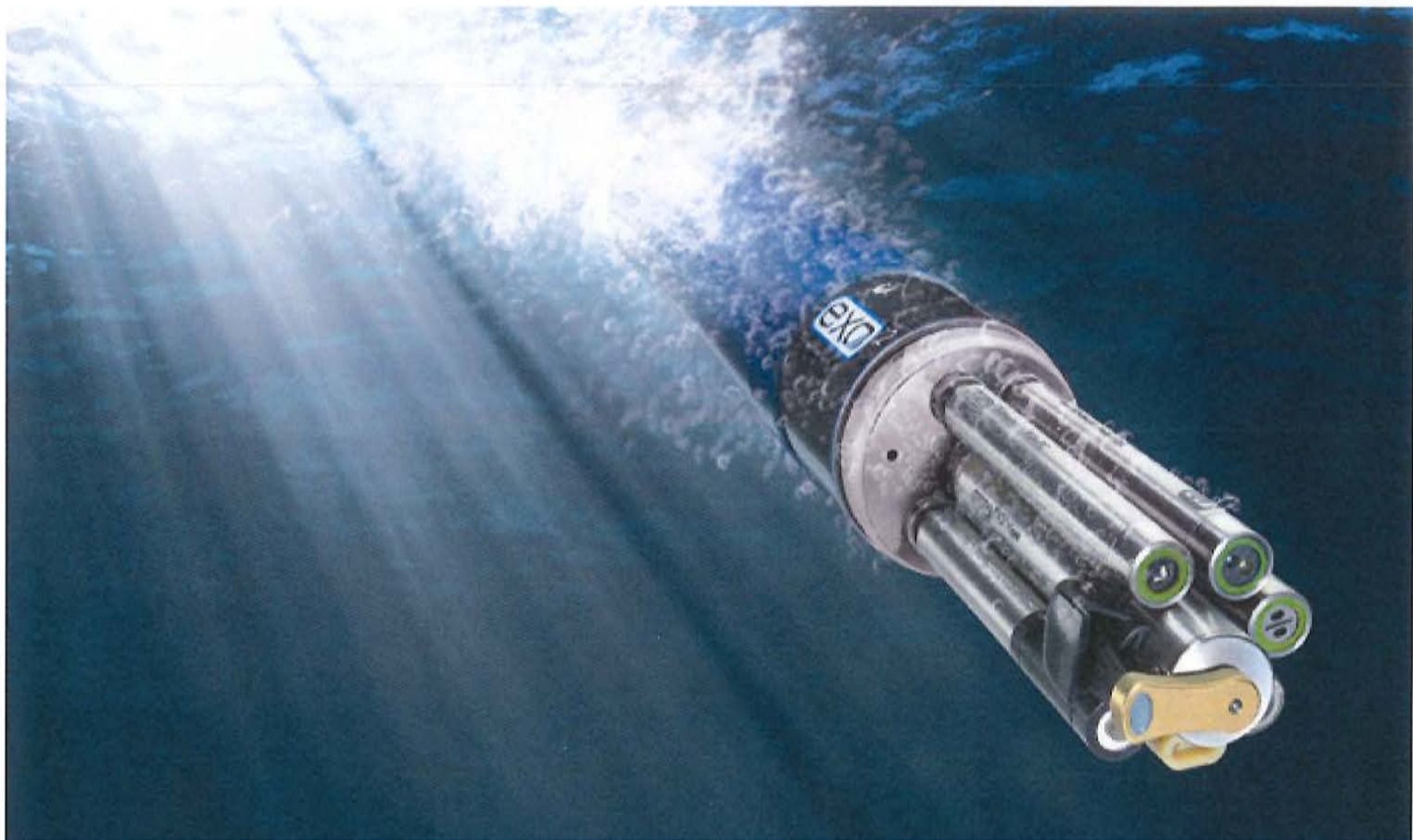
Cincinnati OH 45264-0373

ACH (With ADDENDA Record)

US Bank NA

Cincinnati, OH 45202

Acct# 8506321; ABA# 042000013



EXO

ADVANCED WATER QUALITY MONITORING PLATFORM



a xylem brand

E102-05

Breaking the sonde barrier.

EXO represents the intersection of the Environment and Observation and a new generation of monitoring technology.



Features You'll Find Only with YSI:



SmartQC

Smart QC

Automatically checks for faults and errors to ensure successful deployments



Auto-recognition

and set-up of all sensors with background data routing



Cable-free Operation

through the use of wireless communications



Biofouling Protection

with copper-alloy components and anti-fouling wipers



Assisted Calibration

Graphical KOR software speeds the calibration process while reducing reagent consumption



Titanium Sensors

with sapphire glass and wet-mateable connectors

A smart, field-ready water monitoring platform. EXO offers a wide range of capabilities to those dedicated to monitoring natural aquatic environments such as oceans, estuaries, rivers, lakes, and ground water.

Inside the EXO platform you'll find innovations resulting in greater ruggedness, increased accuracy and improved ease-of-use in the collection and transmission of water quality data—cost-effective now and adaptable for the future.

Like you, our engineers and scientists have spent years in the field, deploying and using the products we make. That passion for producing the most advanced and reliable monitoring equipment is how we break the sonde barrier.



No Training? No problem.

Unprecedented customer support with our on-demand series of Sonde training videos.

Visit **EXO-University.com** to learn more.

Water quality monitoring that's field-ready

EXO's welded titanium sensors and high-impact body is built for high pressure and depths to 820 feet (250 meters)



Surface Water & Ground Water Monitoring

Capturing accurate data in freshwater environments is easy with EXO.

EXO is ready to go with:

- Wireless communication to reduce the number of field cables
- Onboard diagnostics to mitigate set-up and configuration errors
- Improved power management and enhanced anti-fouling components to extend deployment times

Calibrates multiple sensors simultaneously, typically in 15 minutes; no cables required



Quick and Easy Calibration

Complete calibration in less than 15 minutes using EXO's suite of smart sensors and intuitive KOR interface software. Sondes can now be turned around and redeployed in the timespan of a typical sample interval.

Go Wireless

Set up, calibrate, and deploy your instrument without a single cable. No more trips to the field and discovering you don't have the right cables. The wireless handheld and sonde are the perfect pair.

Reduce Biofouling

There's no escaping biofouling in underwater measurements. To keep it from interfering with data, EXO uses copper-alloy parts and anti-fouling wipers to prolong deployments and improve data accuracy.

Smart Controls for Quality Data

Guided calibration and sensor feedback make EXO an extremely reliable water monitoring platform. Guided prompts and internal calibration logs not only speed up the calibration, but reduce the opportunity for errors.

Smart Probes. Smart Ports.

Never worry a bad probe will compromise your data. Active port monitoring automatically detects sensors and, if damage to a sensor occurs, can shut down that port to prevent damage to the sonde or other sensors.

Smart Sonde

Onboard monitoring systems automatically scan for configuration errors, monitor memory status, and verify sensor operation. Numerous onboard tests ensure successful deployments.

Expandable design that's network-ready

With a highly efficient power management platform, robust construction, and a chemistry-free anti-fouling system, EXO allows accurate data collection for up to 90 days between service intervals.



Estuary & Ocean Monitoring:

High-quality multisensor suite in small and durable package

In harsh conditions, EXO is a practical alternative to traditional CTDs with:

- The ability to integrate seamlessly with marine monitoring systems
- Quick and easy re-configuration and calibration
- Large suite of high-performance sensors, which eliminates individual cables and connectors

Combine traditional CTD sensing with additional sensors in a compact device which readily integrates with remote monitoring platforms



Compact and Accurate

The EXO platform offers a completely new approach—highly accurate, quick-response sensors in a small, easy-to-deploy and easy-to-maintain package. Gone are large and complicated sensor arrangements requiring complex integration.

Smart Probes

All EXO sensors have onboard memory and processing, allowing users to easily calibrate and configure sensors at one location and distribute to various field sites.

Measurable Sensor Performance

A new metrology system specifically for EXO offers improved accuracy of conductivity and temperature sensors to better address oceanographic challenges.

Monitor without Interruption

EXO's patented reinforced structure, welded Titanium tubes, improved power management, and stable sensor performance allow you to gather data for long periods of time and with fewer interruptions, even in the toughest conditions.

Smart Ports

Wet-mateable connectors allow for swaps in wet conditions, while the smart ports shut down any excessive current draws to prevent damage.

Self-Routing Sensors

Automatic routing enables a string of sondes to pass messages to individual probes. Anytime the configuration changes, the system automatically recognizes it. A "kick" allows any device to send alerts back up the chain.

Enhance Data Collection with these EXO Components

EXO Handheld

The EXO handheld provides an extremely durable, portable, weather-proof interface to the EXO sondes. The handheld uses a mobile version of the KOR interface software.

Additional standard features:

- GPS
- Temperature-compensated barometer
- Backlit alphanumeric keypad
- Wet-mate wireless connector
- Bluetooth communication
- Color LED screen
- 2 GB of storage
- Rechargeable battery capable



Anti-fouling Accessories

Extend deployment times and keep sensors clear of biofouling with:

- Anti-fouling wiper (EXO2)
- Copper-alloy sensor guards
- Copper mesh screen for conductivity-temperature sensor
- Copper tape

KOR Interface Software

The KOR Software offers users the capability to easily manage, visualize, and organize large amounts of field data. KOR also provides an interface to the EXO products for fast calibration, configuration, QA/QC or data collection.

- New calibration processes for long-term monitoring
- Graphical user interface for quick data analysis
- Multiple languages



Multiple Data Output Options

Sonde output is readable by YSI handheld instruments, interface software, and data telemetry modules. In addition to the cable (standard), these communication interfaces are also available:

DCP Signal Output Adapter:
Wires into the end of the YSI field cable via flying leads and converts signal to RS-232 or SDI-12 for datalogger applications.



DCP Signal Output Adapter

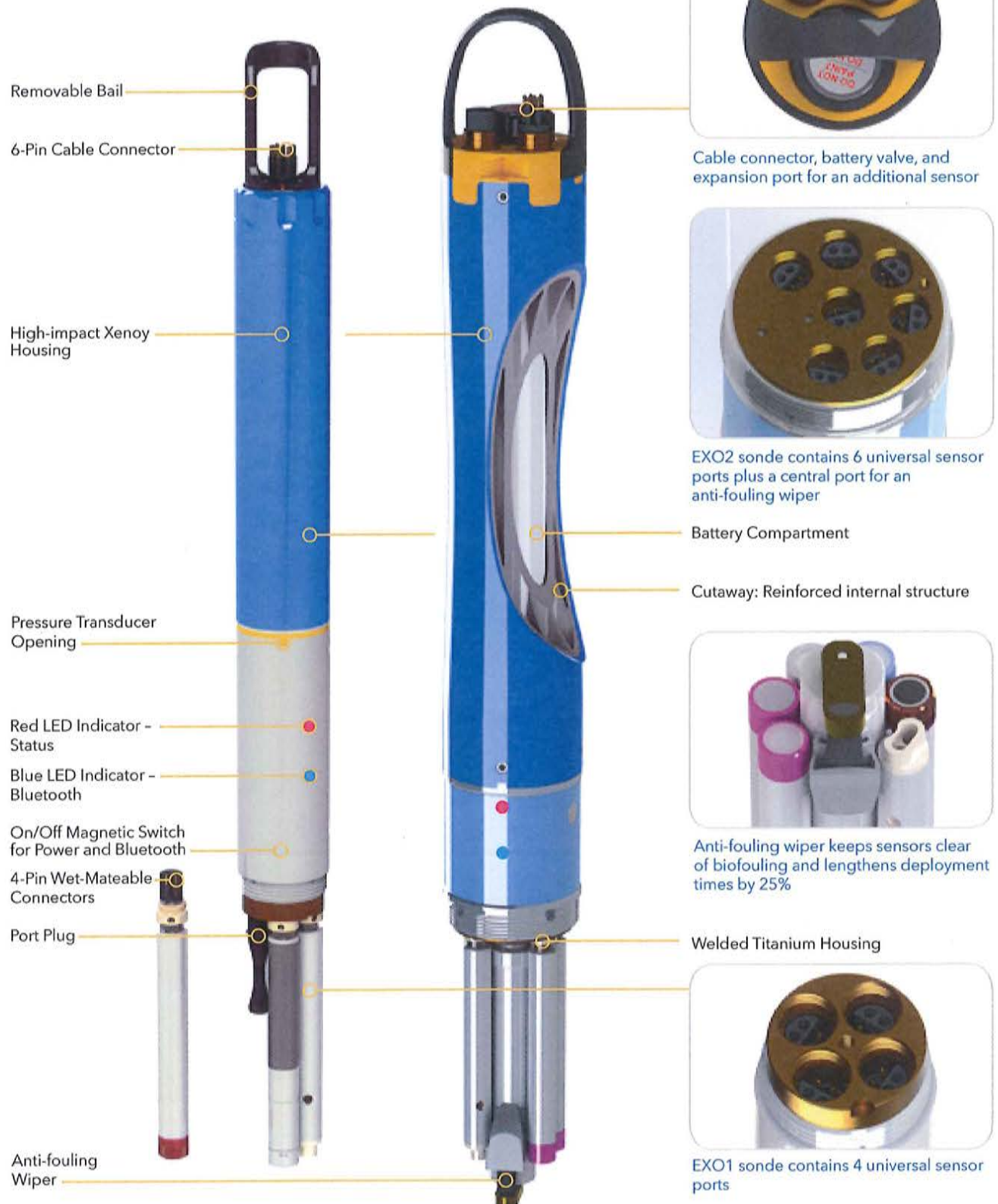
USB Adapter:
Allows connections between an EXO sonde and a PC.

Bluetooth Wireless Technology:
Enables communication between a sonde and a user in the lab and pre-deployment in the field.



USB Adapter

Sondes: EXO1 EXO2



Instrument Specifications*

EXO1 Sonde		
Ports	4 sensor ports Peripheral port: 1 power communication port	
Size	Diameter: 4.70 cm (1.85 in) Length: 64.77 cm (25.50 in)	
Weight	1.42 kg (3.15 lbs) with 4 probes, guard and batteries installed	
EXO2 Sonde		
Ports	7 sensor ports (6 ports available when central wiper used) Peripheral ports: 1 power communication port; 1 auxiliary expansion port	
Size	Diameter: 7.62 cm (3.00 in) Length: 71.10 cm (28.00 in)	
Weight	3.60 kg (7.90 lbs) with 5 probes, guard and batteries installed	
Sondes		
Operating Temperature	-5 to 50°C	
Storage Temperature	-20 to 80°C (except 0 to 60°C for pH and pH/ORP sensors)	
Depth Rating	0 to 250 m (0 to 820 ft)	
Communications	Computer Interface: Bluetooth wireless technology, RS-485, USB Output Options: USB with signal output adapter (SOA); RS-232 & SDI-12 with DCP-SOA	
Sample Rate	Up to 4 Hz	
Battery Life	90 days**	
Data Memory	512 MB total memory; >1,000,000 logged readings	
Sensors		Calculated Parameters
Ammonium	ORP	Salinity
Chloride	pH	Specific Conductance
Conductivity	Temperature	Total Dissolved Solids
Depth	Total Algae (Chlorophyll + BGA-PC or PE)	Total Suspended Solids
Dissolved Oxygen	Turbidity	
Fluorescent Dissolved Organic Matter (fDOM)	Vented Level	
Nitrate		
EXO Handheld		
Size	Width: 12.00 cm (4.72 in) Height: 25.00 cm (9.84 in)	
Weight	0.71 kg (1.56 lbs) without batteries	
Operating System	Windows CE 5.0	
Operating Temperature	-10 to 50°C	
Storage Temperature	-20 to 80°C	
IP Rating	IP-67	
Data Memory	2 GB total memory; >2,000,000 data sets	
Accessories		
Cables (vented and non-vented)	Flow cells	Sonde/sensor guard
Carrying case	KOR software	Calibration cup
DCP Signal Output Adapter	USB Signal Output Adapter	Anti-fouling components
Warranty		
3 months	Replaceable reagent modules for ammonium, chloride, and nitrate	
1 Year	Optical DO membranes and replaceable reagent modules for pH and pH/ORP	
2 Years	Cables; sonde bulkheads; handheld; conductivity, temperature, depth, and optical sensors; electronics base for pH, pH/ORP, ammonium, chloride, and nitrate sensors; and accessories	

* Specifications indicate typical performance and are subject to change. Please check EXOwater.com for up-to-date information.

** Typically 90 days at 20°C at 15-minute logging interval; temperature/conductivity, pH/ORP, DO, and turbidity sensors installed on EXO1; or temperature/conductivity, pH/ORP, DO, total algae, and turbidity sensors installed with central wiper that rotates once per logging interval on EXO2. Battery life is heavily dependent on sensor configuration.

EXO Bluetooth modules comply with Part 15C of FCC Rules and have FCC, CE Mark and C-tick approval. Bluetooth-type approvals and regulations can be country specific. Check local laws and regulations to insure that the use of wireless products purchased from Xylem are in full compliance.

Sensor Specifications*

Sensor	Range	Accuracy*	Response	Resolution
Ammonium (ammonia with pH sensor)	0 to 200 mg/L ¹	±10% of reading or 2 mg/L-N, w.i.g.	-	0.01 mg/L
Barometer	375 to 825 mmHg	±1.5 mmHg from 0 to 50°C	-	0.1 mmHg
Blue-green Algae Phycocyanin (PC) (part of Total Algae sensor)	0 to 100 RFU; 0 to 100 µg/L PC	Linearity: R ² > 0.999 for serial dilution of Rhodamine WT solution from 0 to 100 µg/mL PC equivalents	T63<2 sec	0.01 RFU; 0.01 µg/L PC
Blue-green Algae Phycocyanin (PE) (part of Total Algae sensor)	0 to 100 RFU; 0 to 280 µg/L PE	Linearity: R ² > 0.999 for serial dilution of Rhodamine WT solution from 0 to 280 µg/mL PE equivalents	T63<2 sec	0.01 RFU; 0.01 µg/L PE
Chloride	0 to 18000 mg/L-Cl ²	±15% of reading or 5 mg/L-Cl, w.i.g.	-	0.01 mg/L
Chlorophyll (part of Total Algae sensor)	0 to 400 µg/L Chl; 0 to 100 RFU	Linearity: R ² > 0.999 for serial dilution of Rhodamine WT solution from 0 to 400 µg/L Chl equivalents	T63<2 sec	0.01 µg/L Chl; 0.01 RFU
Conductivity ³	0 to 200 mS/cm	0 to 100: ±0.5% of reading or 0.001 mS/cm, w.i.g.; 100 to 200: ±1% of reading	T63<2 sec	0.0001 to 0.01 mS/cm (range dependent)
Depth ⁴ (non-vented)	0 to 10 m (0 to 33 ft)	±0.04% FS (±0.004 m or ±0.013 ft)	T63<2 sec	0.001 m (0.001 ft) (auto-ranging)
	0 to 100 m (0 to 328 ft)	±0.04% FS (±0.04 m or ±0.13 ft)		
	0 to 250 m (0 to 820 ft)	±0.04% FS (±0.10 m or ±0.33 ft)		
Vented Level	0 to 10 m (0 to 33 ft)	±0.03% FS (±0.003 m or ±0.010 ft)		
Dissolved Oxygen Optical	0 to 500% air saturation	0 to 200%: ±1% of reading or 1% saturation, w.i.g.; 200 to 500%: ±5% of reading ⁵	T63<5 sec ⁶	0.1% air saturation
	0 to 50 mg/L	0 to 20 mg/L: ±0.1 mg/L or 1% of reading, w.i.g.; 20 to 50 mg/L: ±5% of reading ⁵		0.01 mg/L
fDOM	0 to 300 ppb Quinine Sulfate equivalents (QSU)	Linearity: R ² > 0.999 for serial dilution of 300 ppb QS solution Detection Limit: 0.07 ppb QSU	T63<2 sec	0.01 ppb QS
Nitrate	0 to 200 mg/L-N ¹	±10% of reading or 2 mg/L-N, w.i.g.	-	0.01 mg/L
ORP	-999 to 999 mV	±20 mV in Redox standard solutions	T63<5 sec ⁷	0.1 mV
pH	0 to 14 units	±0.1 pH units within ±10°C of calibration temp; ±0.2 pH units for entire temp range ⁸	T63<3 sec ⁹	0.01 units
Salinity (Calculated from Conductivity and Temperature)	0 to 70 ppt	±1.0% of reading or 0.1 ppt, w.i.g.	T63<2 sec	0.01 ppt
Specific Conductance (Calculated from Cond. and Temp.)	0 to 200 mS/cm	±0.5% of reading or .001 mS/cm, w.i.g.	-	0.001, 0.01, 0.1 mS/cm (auto-scaling)
Temperature	-5 to 50°C	-5 to 35°C: ±0.01°C ¹⁰ 35 to 50°C: ±0.05°C ¹⁰	T63<1 sec	0.001 °C
Total Dissolved Solids (TDS) (Calculated from Conductivity and Temperature)	0 to 100,000 mg/L Cal constant range 0.30 to 1.00 (0.64 default)	Not Specified	-	variable
Total Suspended Solids (TSS) (Calculated from Turbidity and user reference samples)	0 to 1500 mg/L	Not Specified	T63<2 sec	variable
Turbidity	0 to 4000 FNU	0 to 999 FNU: 0.3 FNU or ±2% of reading, w.i.g.; 1000 to 4000 FNU: ±5% of reading ¹¹	T63<2 sec	0 to 999 FNU: 0.01 FNU; 1000 to 4000 FNU: 0.1 FNU

All sensors have a depth rating to 250 m (820 ft), except shallow and medium depth sensors and ISEs. EXO sensors are not backward compatible with 6-Series sondes.

* Specifications indicate typical performance and are subject to change. Please check EXOWater.com for up-to-date information.
Accuracy specification is attained immediately following calibration under controlled and stable environmental conditions. Performance in the natural environment may vary from quoted specification.

¹ 0-30°C ² 0-40°C w.i.g. = whichever is greater

³ Outputs of specific conductance (conductivity corrected to 25°C) and total dissolved solids are also provided. The values are automatically calculated from conductivity according to algorithms found in *Standard Methods for the Examination of Water and Wastewater* (Ed. 1989).

⁴ Accuracy specifications apply to conductivity levels of 0 to 100,000 µS/cm.

⁵ Relative to calibration gases

⁶ When transferred from air-saturated water to stirred deaerated water

⁷ When transferred from water-saturated air to Zobell solution

⁸ Within the environmental pH range of pH 4 to pH 10

⁹ On transfer from water-saturated air to rapidly stirred air-saturated water at a specific conductance of 800 µS/cm at 20°C; T63<5 seconds on transfer from water-saturated air to slowly-stirred air-saturated water.

¹⁰ Temperature accuracy traceable to NIST standards

¹¹ Performance based on 3-point calibration done with YSI AMCO-AEPA standards of 0, 124, and 1010 FNU. The same type of standard must be used for all calibration points.

What can Xylem do for you?

Xylem (XYL) is a leading global water technology provider, enabling customers to transport, treat, test and efficiently use water in public utility, residential and commercial building services, industrial and agricultural settings. The company does business in more than 150 countries through a number of market-leading product brands, and its 12,500 people bring broad applications expertise with a strong focus on finding local solutions to the world's most challenging water and wastewater problems. Xylem was named to the Dow Jones Sustainability World Index for advancing sustainable business practices and solutions worldwide.

www.xyleminc.com



YSI Inc.
1725 Brannum Lane
Yellow Springs, OH 45387 USA
Tel +1.937.767.7241
800.897.4151

EXOWater.com

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Bluetooth is a trademark of Bluetooth SIG Inc.
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Quote Number B151436

Warranty

General

YSI Integrated Systems, including standard sensors and accessories, are warranted for one year from date of purchase by the end user against defects in materials and workmanship. All cables are warranted for one year from date of purchase by the end user against defects in material and workmanship. The warranty period for chemicals and reagents is determined by the expiration date printed on their labels. Within the warranty period, YSI will repair or replace, at its sole discretion, free of charge, any product that YSI determines to be covered by this warranty. Third party sensors and items not manufactured by YSI are not covered under this warranty. The original manufacturer's warranty may apply to the end customer, warranty claims should be directed to original manufacturer.

To exercise this warranty, write or call your local YSI representative, or contact YSI Customer Service in St. Petersburg, Florida, USA (information at the bottom of this page). Send the product and proof of purchase, transportation pre-paid, to your local YSI representative or the Factory Service Center selected by YSI. Repair or replacement will be made and the product returned transportation pre-paid. Repaired or replaced products are warranted for the balance of the original warranty period or at least 90 days from date of repair or replacement.

Limitation of Warranty

This warranty does not apply to any YSI product damage or failure caused by (i) failure to install, operate or use the product in accordance with YSI's written instructions, (ii) abuse or misuse of the product, (iii) failure to maintain the product in accordance with YSI's written instructions or standard industry procedure. (iv) any improper repairs to the product, (v) use by you of defective or improper components or parts in servicing or repairing the product, or (vi) modification of the product in any way not expressly authorized by YSI.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YSI's LIABILITY UNDER THIS WARRANTY IS LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT, AND THIS SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DEFECTIVE PRODUCT COVERED BY THIS WARRANTY. IN NO EVENT SHALL YSI BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY DEFECTIVE PRODUCT COVERED BY THIS WARRANTY.

YSI Factory Service Centers

United States

YSI Integrated Systems & Services

9843 18th Street North, Suite 1200
St. Petersburg, FL 33716
Phone: 1-800-897-4151 Phone: 727-565-2201
E-Mail: systems@ysi.com



CONSENT AGENDA ITEM NO. 7I

FOR COUNCIL: February 12, 2018

SPONSORING DEPARTMENT: Administration - Facilities

SUBJECT: Consideration of a Resolution Waiving the Formal Bidding Process and approving a contract for repairs to a roof top unit at the Grossinger Motors Arena at a cost up to \$30,000.00 as requested by Facilities.

RECOMMENDATION/MOTION: A Resolution Waiving the Formal Bidding Requirements and approving a contract with Heritage Machine & Welding, Inc., in an amount up to \$30,000.00, be approved and the Mayor and City Clerk be authorized to execute the Resolution and the Interim City Manager authorized to execute the Contract.

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: There are two Roof Top Units (RTU) at the Grossinger Motors Arena which are eleven years old and require substantial repairs. RTU #2 can no longer be operated due to severe deterioration. If operated, water leaks from the unit and floods the restaurant area located below. RTU #1 is located above the kitchen and is still operational, but will need repairs in the near future. Complete replacement of one unit is estimated to cost \$1,000,000.00. Due to the significant replacement costs, the proposed repairs described herein are necessary to keep the units operational and extend their useful life.

As indicated, RTU #2 is not currently operational. Sufficient cooling can be provided by one unit during winter, early spring and late fall seasons, but both units are needed for the summer cooling demand. Immediate repairs to RTU #2 are necessary in order to place the unit back into operation by May 2018. Although a complete rebuild of the unit is needed, there is insufficient time and budget. Staff are unable to determine the necessary repairs without dismantling the unit. Therefore, the proposed repairs will be performed on a time and materials (T&M) basis which will allow the unit to be placed back into operation by May 2018 and give staff time to budget and plan for long term repairs.

Although actual repairs are not currently known, anticipated repairs to be performed by Heritage Machine & Welding, Inc. (HMW) include removal of the floor in the unit to provide access for plumbing and roofing contractors. Once access through the floor is provided, HMW and staff will inspect the underside of the unit. Damage to existing support framing will be performed and additional bracing or support will be installed. Once all work below the unit is complete, HMW

will install new flooring in the unit. Additional required repairs discovered during the work will be performed on a T&M basis up to the total contract amount.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Daniel Manufacturing, Inc., Heritage Machine & Welding, Inc. and Wherry Machine & Welding, Inc.

FINANCIAL IMPACT: Funding for this maintenance work is included in the FY 2018 Budget within the City Arena-Repair & Maintenance of Equipment account (57107110-70540). Stakeholders can locate this in the FY 2018 Budget Book titled "Adopted Other Funds Budget" on pages 213.

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: Steve Rasmussen, Interim City Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- FAC 1B– Resolution
- FAC 1C – Quote Request
- FAC 1D – Received Quotes
- FAC 1E – Quote Analysis
- FAC 1F –Contract

RESOLUTION NO. 2018_ – _____

**A RESOLUTION AUTHORIZING WAIVING THE FORMAL BIDDING
REQUIREMENTS AND APPROVING A CONTRACT WITH HERITAGE
MACHINE & WELDING, INC. FOR REPAIRS TO A ROOF TOP UNIT AT
GROSSINGER MOTORS ARENA**

WHEREAS, the City of Bloomington Facilities Maintenance Division is responsible for repairs to major equipment at the Grossinger Motors Arena; and

WHEREAS, a roof top unit at the facility is not operational and immediate repairs are necessary in order to provide adequate heating and air conditioning during events; and

WHEREAS, bidding the work is not possible since the roof top unit must be partially dismantled in order to determine and perform the necessary repairs; and

WHEREAS, the Facilities Maintenance Division has insufficient staff and equipment to perform the necessary repairs; and

WHEREAS, the Facilities Maintenance Staff requested time and material rate quotes from three local vendors for the subject repairs and only received a single quote from Heritage Machine & Welding, Inc.,

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

That the recitals set forth above are incorporated herein, the bidding requirements waived and City Manager, or designated representatives, are authorized to hire Heritage Machine & Welding, Inc. to perform the repairs in the amount up to \$30,000.00, at the unit prices quoted, and are authorized to execute the necessary contract.

PASSED this 12th day of February 2018.

APPROVED this _____ day of _____ 2018.

CITY OF BLOOMINGTON

ATTEST:

Tari Renner, Mayor

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

QUOTE REQUEST

TO: Machine Shops
FROM: Russel Waller, Facility Manager
DATE: December 18, 2017
SUBJECT: Arena Roof Top Unit Repairs

Heritage Machine & Welding
1001 W. Locust Street
Bloomington, IL 61701

The roof top unit (RTU) on the Grossinger Motors Arena (Arena) has considerable deterioration and requires repairs that need to be completed prior to May 2018. Due to uncertainty regarding the extent of deterioration and necessary repairs, the project will be performed on a time and materials (T&M) basis. A list of anticipated work is listed below, but additional related work may be requested during the repairs. Photos of the unit and work area are attached. Please provide your proposed T&M rates for this work in the table below. The attached Contract and Standard Terms & Conditions will need to be executed by the selected vendor.

If you have any questions or would like to inspect the work area prior to providing rates, please feel free to call me at (309) 434-2492. Please provide the T&M rates or indicate your lack of availability/interest by January 12, 2018. Thank You.

ANTICIPATED WORK

1. Cut, remove and replace flooring inside the unit.
2. Install an access door through the new flooring.
3. Replace or add support bracing under the floor.

TIME & MATERIAL RATES

ANTICIPATED LABOR TRADES	RATE / HR
Prevailing wage per person per hour (2 people required)	\$ 140 ⁰⁰ /HR
MATERIALS	%
MATERIAL MARKUP	

From: Russel Waller/Cityblm
To: ross@danielmfg.com
Cc: Joshua Ftacek/Cityblm@Cityblm

Daniel Manufacturing
Email Correspondence

Date: Monday, December 18, 2017 03:41PM
Subject: Arena T&M Repairs - Machine Shops

Please review the attached request for T&M rates and respond accordingly.

Thank You

Russ Waller
Facility Manager
City of Bloomington
ph: (309) 434-2492

Attachments:

Machine Shop T&M Rate Request.pdf

From: Russel Waller/Cityblm
To: wmwinc@frontier.com

Wherry Machine & Welding
Email Correspondence

Date: Thursday, January 25, 2018 12:14PM
Subject: Fw: Arena T&M Repairs - Machine Shops

Kevin;

I will be calling you to discuss this project.

Thanks

Russ Waller
Facility Manager
City of Bloomington
ph: (309) 434-2492

-----Forwarded by Russel Waller/Cityblm on 01/25/2018 12:13PM -----

To: wmwinc@frontier.com
From: Russel Waller/Cityblm
Date: 12/18/2017 03:36PM
Cc: Joshua Ftacek/Cityblm@Cityblm
Subject: Fw: Arena T&M Repairs - Machine Shops

(See attached file: Machine Shop T&M Rate Request.pdf)

Sorry, forgot the attachment.

Russ Waller
Facility Manager
City of Bloomington
ph: (309) 434-2492

-----Forwarded by Russel Waller/Cityblm on 12/18/2017 03:35PM -----

To: wmwinc@frontier.com
From: Russel Waller/Cityblm
Date: 12/18/2017 03:34PM
Cc: Joshua Ftacek/Cityblm@Cityblm
Subject: Arena T&M Repairs - Machine Shops

Please review the attached request for T&M rates and respond accordingly.

Thank You

Russ Waller
Facility Manager
City of Bloomington
ph: (309) 434-2492

Attachments:

Machine Shop T&M Rate Request.pdf

City of Bloomington, Illinois
Arena Roof Top Unit #2 Floor Repair
Quote Analysis - Machine Shop

			HERITAGE MACHINE & WELDING		
BASE BID ITEMS		Units	Quantity	Unit Cost	Total Cost
1	MACHINIST/WELDER	HR	140	\$ 140.00	\$ 19,600.00
2	MATERIALS	LS	1	\$ 10,400.00	\$ 10,400.00
TOTAL ESTIMATED COST					\$ 30,000.00

CITY OF BLOOMINGTON
CONTRACT WITH
HERITAGE MACHINE & WELDING, INC.
FOR
ARENA ROOF TOP UNIT REPAIRS

THIS AGREEMENT, dated this ____ day of February ____, 2018, is between the City of Bloomington (hereinafter "CITY") and HERITAGE MACHINE & WELDING, 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: ☐ a lump sum amount of \$____; or ☒ the amount(s) set forth in Exhibit B. Invoices shall be due and payable within 45 days of submission.

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

Section 5. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY, its officers, officials, agents and employees from claims, demands, causes of action and liabilities of every kind and nature whatsoever arising out of or in connection with CONTRACTOR's operations performed under this Contract, except for loss, damage or expense arising from the sole gross negligence or willful misconduct of the CITY or the CITY's agents, servants or independent contractors who are directly responsible to CITY. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY's officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Contract.

Section 6. General Liability Insurance. CONTRACTOR shall maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits shall be less than \$2,000,000.00. Certificates of insurance shall be provided to CITY and CITY shall be named as an additional insured under the policy.

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

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

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

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

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

Section 11. Compliance with FOIA Requirements. CONTRACTOR further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from CONTRACTOR actual or alleged violation of the FOIA, or CONTRACTOR failure to furnish all documentation related to a request within five (5) days after CITY issues notice of a request. Furthermore, should CONTRACTOR request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, CONTRACTOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. CONTRACTOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by CONTRACTOR request to utilize a lawful exemption to CITY.

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

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

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

Section 15. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

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

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

☐ 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 5 and 11 shall survive termination.

Section 17. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

HERITAGE MACHINE & WELDING, INC.

By: _____
Its City Manager

By: _____
Its _____

ATTEST:

By: _____
City Clerk

By: _____
Its _____

EXHIBIT A
SCOPE OF SERVICES / WORK PROVIDED

Repairs to the Grossinger Motors Arena Roof Top Unit on a Time & Materials Basis.

EXHIBIT B
FEES / COMPENSATION

Time & Material markup rates provided on the attached Vendors Submittal.



CONSENT AGENDA ITEM NO. 7J

FOR COUNCIL: February 12, 2018

SPONSORING DEPARTMENT: Administration - Facilities

SUBJECT: Consideration of a Resolution Waiving the Formal Bidding Process and approving a contract for repairs to the roof below a roof top unit at the Grossinger Motors Arena at a cost up to \$30,240.00.

RECOMMENDATION/MOTION: A Resolution to Waiving the Formal Bidding Requirements and a contract with Western Specialty Contractors, in an amount up to \$30,240.00, and authorize the Mayor and City Clerk to execute the Resolution, and the Interim City Manager authorized to execute the Contract.

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: There are two Roof Top Units (RTU) at the Grossinger Motors Arena which are eleven years old and require substantial repairs. RTU #2 can no longer be operated due to severe deterioration. If operated, water leaks from the unit and floods the restaurant area located below. RTU #1 is located above the kitchen and is still operational, but will need repairs in the near future. Complete replacement of one unit is estimated to cost \$1,000,000.00. Due to the significant replacement costs, the proposed repairs described herein are necessary to keep the units operational and extend their useful life.

As indicated, RTU #2 is not currently operational. Sufficient cooling can be provided by one unit during winter, early spring and late fall seasons, but both units are needed for the summer cooling demand. Immediate repairs to RTU #2 are necessary in order to place the unit back into operation by May 2018. Although a complete rebuild of the unit is needed, there is insufficient time and budget. Staff are unable to determine the necessary repairs without dismantling the unit. Therefore, the proposed repairs will be performed on a time and materials (T&M) basis which will allow the unit to be placed back into operation by May 2018 and give staff time to budget and plan for long term repairs.

Although actual repairs are not currently known, anticipated repairs to be performed by Western Specialty Contractors include waterproofing the underside of the roof top unit, installing a waterproof membrane over the concrete roof panels below the unit and installing a drain and related components through the roof panels. Additional required repairs discovered during the work will be performed on a T&M basis up to the total contract amount.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: J. Gill & Company, Inc., Otto Baum Company, Inc., Western Specialty Contractors

FINANCIAL IMPACT: Funding for this maintenance work is included in the FY 2018 Budget within the City Arena-Repair & Maintenance of Equipment account (57107110-70540). Stakeholders can locate this in the FY 2018 Budget Book titled "Adopted Other Funds Budget" on pages 213.

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: Steve Rasmussen, Interim City Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- FAC 2B– Resolution
- FAC 2C – Quote Request
- FAC 2D – Received Quotes
- FAC 2E – Quote Analysis
- FAC 2F –Contract

RESOLUTION NO. 2018_ – _____

**A RESOLUTION AUTHORIZING WAIVING THE FORMAL BIDDING
REQUIREMENTS AND APPROVING A CONTRACT WITH WESTERN
SPECIALTY CONTRACTORS FOR REPAIRS TO THE ROOF BELOW A ROOF
TOP UNIT AT GROSSINGER MOTORS ARENA**

WHEREAS, the City of Bloomington Facilities Maintenance Division is responsible for repairs to major equipment at the Grossinger Motors Arena; and

WHEREAS, a roof top unit at the facility is not operational and immediate repairs to the unit and roof below the unit are necessary in order to provide adequate heating and air conditioning during events; and

WHEREAS, bidding the work is not possible since the roof top unit must be partially dismantled in order to determine and perform the necessary repairs; and

WHEREAS, the Facilities Maintenance Division has insufficient staff and equipment to perform the necessary repairs; and

WHEREAS, the Facilities Maintenance Staff requested time and material rate quotes from three local vendors for the subject repairs and only received a single quote from Western Specialty Contractors,

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

That the recitals set forth above are incorporated herein, the bidding requirements waived and City Manager, or designated representatives, are authorized to hire Western Specialty Contractors to perform the repairs in an amount up to \$30,240.00, based on the prices quoted, and are authorized to execute the necessary contract.

PASSED this 12th day of February 2018.

APPROVED this _____day of _____2018.

CITY OF BLOOMINGTON

ATTEST:

Tari Renner, Mayor

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

QUOTE REQUEST

TO: Waterproofing Companies
FROM: Russel Waller, Facility Manager
DATE: December 18, 2017
SUBJECT: Arena Roof Top Unit Repairs

Western Specialty Contractors
309 NE Rock Island Ave.
Peoria, IL 61603

The roof top unit (RTU) on the Grossinger Motors Arena (Arena) has considerable deterioration and requires repairs that need to be completed prior to May 2018. Due to uncertainty regarding the extent of deterioration and necessary repairs, the project will be performed on a time and materials (T&M) basis. A list of anticipated work is listed below, but additional related work may be requested during the repairs. Photos of the unit and work area are attached. Please provide your proposed T&M rates for this work in the table below. The attached Contract and Standard Terms & Conditions will need to be executed by the selected vendor.

If you have any questions or would like to inspect the work area prior to providing rates, please feel free to call me at (309) 434-2492. Please provide the T&M rates or indicate your lack of availability/interest by January 12, 2018. Thank You.

ANTICIPATED WORK

1. Seal precast concrete floor slabs below unit.
2. Install roofing membrane below unit.
3. Provide boot/connection between membrane and roof drain.

TIME & MATERIAL RATES

ANTICIPATED LABOR TRADES	RATE / HR
Roofer's straight time - per man.	\$89.00
Roofer's over time and Saturday - per man.	\$130.00
Roofer's Holiday and Sunday - per man.	\$172.00
MATERIALS	%
MATERIAL MARKUP	15

From: <jimb@jgillandcompany.com>
To: "Russel Waller" <rwaller@cityblm.org>
Cc: "Joshua Ftacek" <jftacek@cityblm.org>

Date: Wednesday, January 10, 2018 02:03PM
Subject: RE: Arena T&M Repairs - Waterproofing Companies

Good afternoon Russ-

I appreciate the opportunity, but at this point we do not have capacity to bid this project. We would not be able to take on another out of town project this Spring. We appreciate your thinking of us, but have to respectfully decline.

I hope to have the opportunity to work with you again in the near future.
Thank you and have a great day.

Sincerely,

Jim Bax



----- Original Message -----

Subject: Arena T&M Repairs - Waterproofing Companies
From: Russel Waller <rwaller@cityblm.org>
Date: Mon, December 18, 2017 3:44 pm
To: jimb@jgillandcompany.com
Cc: Joshua Ftacek <jftacek@cityblm.org>

Jim;

Please review the attached request for T&M rates and respond accordingly.

Thank You

Russ Waller
Facility Manager
City of Bloomington

From: Dan Bagley <danbagley@ottobaum.com>
To: "rwaller@cityblm.org" <rwaller@cityblm.org>
Cc: Carl Cole <carlcole@ottobaum.com>

Date: Tuesday, December 19, 2017 09:08AM
Subject: RE: Arena T&M Repairs - Waterproofing Companies

[Russ-](#)

This is not a project that Otto Baum would be interested in. It looks to be geared more towards a roofer. Thank you for the opportunity, and please keep us in mind for the next one.

Have a Merry Christmas and a Happy New Year!

Thanks-

Dan Bagley | Restoration Division Manager

Otto Baum Company, Inc. | 866 N. Main St. | Morton, IL 61550

Office 309-266-7114 | Direct 309-284-1720 | Mobile 309-635-6441 | Fax 309-263-1050

danbagley@ottobaum.com | www.ottobaum.com

From: Carl Cole
Sent: Monday, December 18, 2017 9:43 PM
To: Dan Bagley <danbagley@ottobaum.com>
Subject: Fwd: Arena T&M Repairs - Waterproofing Companies

Sent from my iPhone

Thanks-

City of Bloomington, Illinois
Arena Roof Top Unit #2 Floor Repair
Quote Analysis - Water Proofing / Roofer

			WESTERN SPECIALTY CONTRACTORS		
BASE BID ITEMS		Units	Quantity	Unit Cost	Total Cost
1	ROOFER	HR	160	\$ 89.00	\$ 14,240.00
2	MATERIALS	LS	1	\$ 16,000.00	\$ 16,000.00
TOTAL ESTIMATED COST					\$ 30,240.00

CITY OF BLOOMINGTON
CONTRACT WITH
WESTERN SPECIALTY CONTRACTORS
FOR
ARENA ROOF TOP UNIT REPAIRS

THIS AGREEMENT, dated this ____ day of February ____, 2018, is between the City of Bloomington (hereinafter "CITY") and WESTERN SPECIALTY CONTRACTORS (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

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

Section 3. Payment. For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR: ☐ a lump sum amount of \$____; or ☒ the amount(s) set forth in Exhibit B. Invoices shall be due and payable within 45 days of submission.

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

Section 5. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY, its officers, officials, agents and employees from claims, demands, causes of action and liabilities of every kind and nature whatsoever arising out of or in connection with CONTRACTOR's operations performed under this Contract, except for loss, damage or expense arising from the sole gross negligence or willful misconduct of the CITY or the CITY's agents, servants or independent contractors who are directly responsible to CITY. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY's officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Contract.

Section 6. General Liability Insurance. CONTRACTOR shall maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits shall be less than \$2,000,000.00. Certificates of insurance shall be provided to CITY and CITY shall be named as an additional insured under the policy.

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

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

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

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

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

Section 11. Compliance with FOIA Requirements. CONTRACTOR further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from CONTRACTOR actual or alleged violation of the FOIA, or CONTRACTOR failure to furnish all documentation related to a request within five (5) days after CITY issues notice of a request. Furthermore, should CONTRACTOR request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, CONTRACTOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. CONTRACTOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by CONTRACTOR request to utilize a lawful exemption to CITY.

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

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

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

Section 15. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

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

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

☐ 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 5 and 11 shall survive termination.

Section 17. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

WESTERN SPECIALTY CONTRACTORS

By: _____
Its City Manager

By: _____
Its _____

ATTEST:

By: _____
City Clerk

By: _____
Its _____

EXHIBIT A
SCOPE OF SERVICES / WORK PROVIDED

Repairs to the Grossinger Motors Arena Roof Top Unit on a Time & Materials Basis.

EXHIBIT B
FEES / COMPENSATION

Time & Material markup rates provided on the attached Vendors Submittal.



CONSENT AGENDA ITEM NO. 7K

FOR COUNCIL: February 12, 2018

SPONSORING DEPARTMENTS: Public Works, Water Department

SUBJECT: Consideration of adopting an Ordinance approving a petition from Parkway Partners – One Inc., for the approval of a final plat for Parkway Village PUD Phase 5, (located south of Veterans parkway, East of Mercer Ave and north of Ireland Grove Rd), subject to a water main easement plat being submitted for Council approval as requested by the Public Works and Water Departments.

RECOMMENDATION/MOTION: Adopting an Ordinance approving a petition from Parkway Partners – One Inc., for the approval of a final plat for Parkway Village PUD Phase 5, (located south of Veterans Parkway, east of Mercer Ave. and north of Ireland Grove Rd.), subject to a water main easement plat being submitted for Council approval and the Mayor and City Clerk to be authorized to execute the necessary documents.

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

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

BACKGROUND:

This plat is to prepare the property for a development to be constructed on a part of the property described by the final plat.

This Planned Unit Development (PUD) commercial subdivision is located south of Veterans Parkway, and east of Mercer Ave. The final plat is generally in conformance with the amended Preliminary PUD Plan approved by Council on June 8, 2015. There are no tap on fees due for this subdivision, however there is a performance guarantee required.

During review of this plat, it was discovered that the subdivision water main layout did not include a looped design that is required in order to comply with City Code. The developer is preparing plans showing the construction of the water main to complete the loop on property east of the subject property. As a consequence, a separate water main easement plat is required. Approval for the Parkway Village PUD Phase 5 final plat is subject to the petitioner submitting the water main easement plat within 30 days.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Parkway Partners-One, Inc., Landmark Engineering Group.

FINANCIAL IMPACT: None. The cost of all public improvements, platting, and recording will be borne by the petitioner.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by: Anthony J. Meizelis, P.E., Civil Engineer I

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

Reviewed by: Robert Yehl, P.E., Water Director

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

Legal review by: George Boyle, Assistant Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- 2B: Petition
- 2C: Ordinance
- 2D: School District Certificate
- 2E: County Clerks Certificate
- 2F: Owners Certificate
- 2G: Checklist
- 2H: Council Map And Plat
- 2I: Tap-on Memo

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
) ss.
County of McLean)

TO: **THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF
BLOOMINGTON, MCLEAN COUNTY, ILLINOIS**

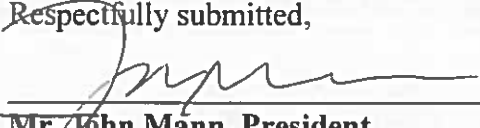
Now come(s) **Parkway Partners – One Inc.**
5 Shenandoah Avenue, Jacksonville, IL 62650

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) which is attached hereto and made a part hereof by this reference, of 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 your petitioner (s) seek (s) approval of the Final Plat for the subdivision of said premises to be known and described as **Parkway Village - Phase 5 Subdivision in the City of Bloomington, McLean County, Illinois**
3. That your petitioner (s) also seek (s) approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960:
No Variances Requested

WHEREFORE, your petitioner(s) respectfully pray(s) that said Final Plat for the **Parkway Village - Phase 5 Subdivision** submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,



Mr. John Mann, President
Parkway Partners – One Inc.
5 Shenandoah Avenue
Jacksonville, IL 62650

ORDINANCE NO. 2018 - _____

**AN ORDINANCE APPROVING THE FINAL PLAT OF PARKWAY VILLAGE - PHASE 5
SUBDIVISION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of Final Plat of Parkway Village - Phase 5 dated January 24, 2018, legally described in Exhibit(s) attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition requests the following exemptions or variations from the provisions of the Bloomington City Code, 1960, as amended: none; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided and the Final Plat attached to said Petition was prepared in compliance with requirements of the Bloomington City Code.

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

SECTION 1. The above recitals are incorporated herein by this reference as if specifically stated in full.

SECTION 2. That the Final Plat of Parkway Village - Phase 5 dated January 24, 2018, and any and all requested exemptions and/or variations be, and the same is hereby approved.

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. Prior to the recording of the Final Plat, all City requirements in regard to the City's acceptance and filing of final plats must be completed, including, but not limited to, the posting of final plat payment, the provision of a performance and workmanship bond, submission of the water main easement plat necessary to construct the looped water main within the subdivision, making of any required public land dedications or cash contribution in lieu thereof and obtaining and filing with the City of any off-site easements or right-of-way for public improvements serving the site, and any other fees or charges paid as provided by City Code.

SECTION 7. The Final Plat will expire if not recorded within 90 days as provided by City Code.

SECTION 8. This ordinance shall be effective immediately after the date of its publication as required by law.

SECTION 9. 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 12th DAY OF FEBRUARY 2018.

APPROVED THIS __ DAY OF FEBRUARY 2018.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

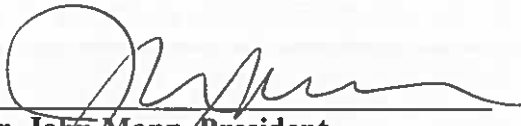
APPROVED AS TO FORM

Jeffrey R. Jurgens, Corporate Counsel

SCHOOL DISTRICT CERTIFICATE

This is to certify that I, **John Mann, President of Parkway Partners – One, Inc.** as Owner / Developer of the property herein described in the Surveyor's Certificate, which will be known as **Parkway Village - Phase 5 Subdivision** to the City of Bloomington, McLean County, Illinois, to the best of my knowledge, is located within the boundaries of **Bloomington Public School District #87** in McLean County, Illinois.

Dated this 8th day of January, 2018.


Mr. John Mann, President
Parkway Partners – One Inc.

State of Illinois)
) ss.
County of ~~McLean~~ *Morgan*

I, *Rae A. Richardson*, a Notary Public in and for the county and State aforesaid, do hereby certify that **John Mann, President Parkway Partners – One Inc.** personally known to be the same person whose name is subscribed to the foregoing owner's statement, appeared before me, this day, in person and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this 8 day of January, 2018.


Notary Public

My commission expires 8-1-2021.



COUNTY CLERK'S CERTIFICATE

State of Illinois)
) ss.
County of McLean)

I, Kathy Michael, County Clerk of McLean County, State of Illinois, do hereby certify that on the 29 day of Jan, 2018, there were no delinquent general or special assessments unpaid, special assessments or delinquent special assessments unpaid against the tract of land shown on the plat attached to this certificate and described in the certificate of the Surveyor attached hereto and to said Plat.

21-11-351-022

Kathy Michael
County Clerk, McLean County, Illinois

FILED
McLEAN COUNTY, ILLINOIS

JAN 29 2018

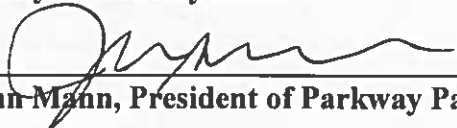
Kathy Michael
COUNTY CLERK

OWNER'S CERTIFICATE

State of Illinois)
) ss.
County of McLean)

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, hereby certify that we are the owners of all the premises embodied in the attached Plat of **Parkway Village - Phase 5 Subdivision** to the City of Bloomington, McLean County, Illinois, and that we have caused said Plat to be made and that it is a true and correct plat of **Parkway Village - Phase 5 Subdivision** to the City of Bloomington, McLean County, Illinois as laid off in lots and streets by **Greg Snyder, PLS** Registered Illinois Land Surveyor Number **035-003894**; and we, the undersigned, hereby dedicate and set apart to the City of Bloomington for general utility purposes, (and further dedicated the public use areas as shown on said Plat)*

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this
8th day of January 2018.



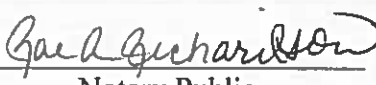
John Mann, President of Parkway Partners – One, Inc.

*where dedication is required under Section 3.5.

State of Illinois)
) ss.
County of ~~McLean~~) *Morgan*

I, *Rae A. Richardson*, a Notary Public in and for the county and State aforesaid, do hereby certify that **John Mann, President Parkway Partners – One Inc.** personally known to be the same person whose name is subscribed to the foregoing owner's statement, appeared before me, this day, in person and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this 8 day of January, 2018.



Notary Public

My commission expires 8-1-2021.

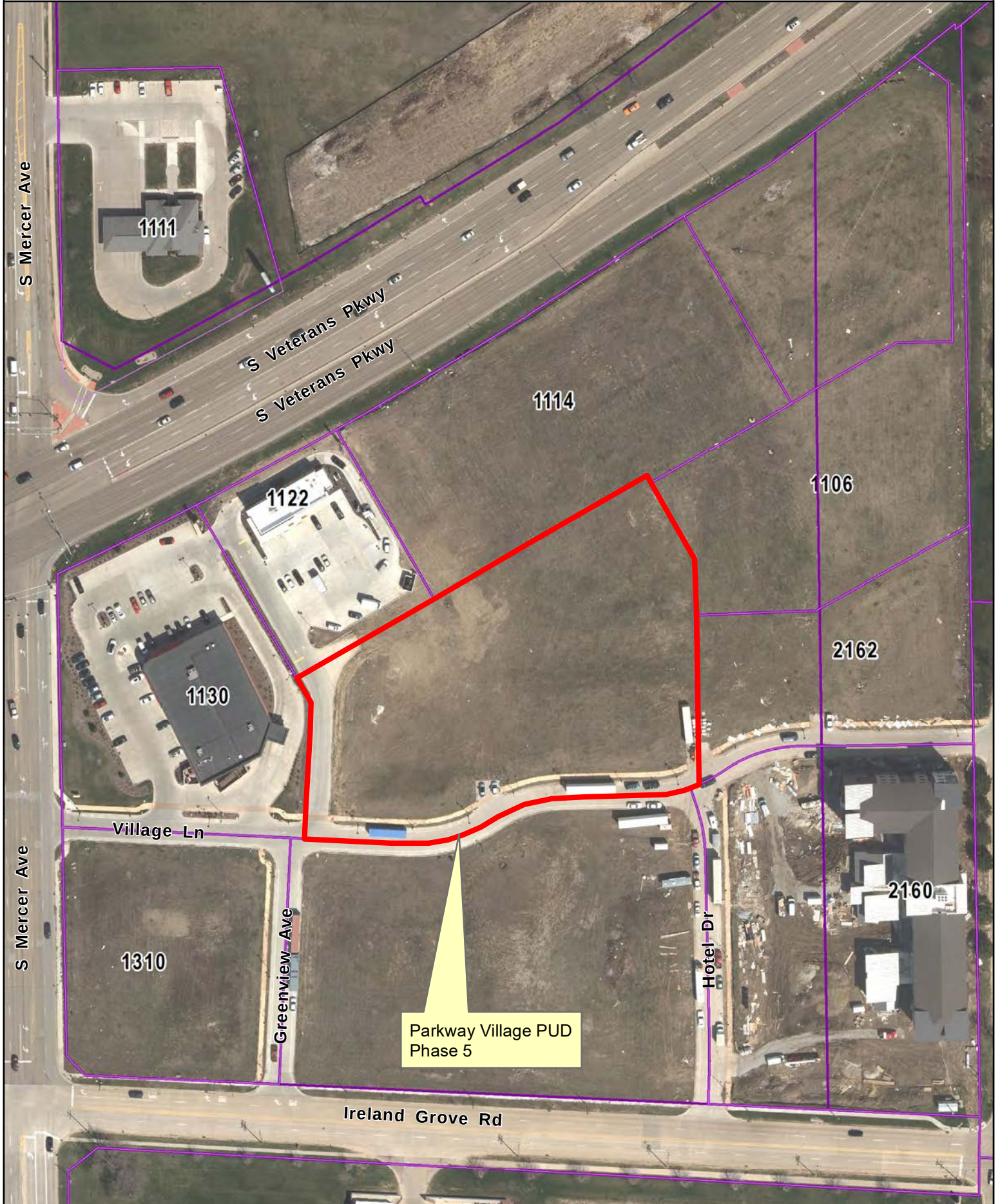




Empire Business Park Eighth AdPARKWAY VILLAGE - PHASE 5 SUBDIVISION

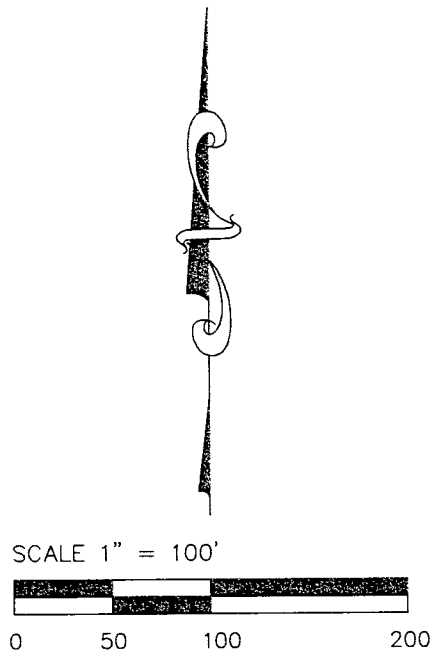
Date Prepared: 1/26/2018

Shown on Final Plat:		Initial
	Easements shown for all public improvements	TJM
	City Engineer's Signature Block	TJM
	Clerk's Signature Block	TJM
	Areas or facilities to be dedicated to the public	N/A
	Railroad Right of Ways	N/A
	Subdivision Boundaries	TJM
	References to nearest street lines, Township, Sections lines, or monuments.	TJM
	Name of Subdivision	TJM
	Legal Description	TJM
	Existing Parcel Id Number (PIN)	TJM
	Surveyor's statement regarding any Special Flood Hazard Areas.	TJM
	Total Acreage	TJM
	Street Names	TJM
	Proposed Lot numbers (consecutively numbered)	TJM
	Front Yard Setbacks	N/A?
The following shall be provided:		
	School District Certificate	TJM
	County Clerk's Certificate	TJM
	Owner's Certificate	TJM
	Drainage Statement	TJM
	Owner's Petition	TJM
	Ordinance	TJM
	Utility Company Signoffs	N/A
	Digital PDF Submittal provided to Public Works	TJM
	Digital CAD format submittal provided to Public Works	TJM
	2 Mylar Copies	
	12 Paper Copies	
The following requirements shall be met:		
	Final plat retains the design characteristics of a valid Preliminary Plan that has not expired	TJM
	Retains the design characteristics of approved public improvement engineering plans and specifications.	TJM
	Final Plat is signed by IL licensed surveyor	TJM
	Plans for all public improvements approved by Public Works	N/A



FINAL PLAT
OF
PARKWAY VILLAGE - PHASE 5

PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 23 NORTH
RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS



"CALL J.U.L.I.E. BEFORE YOU DIG"
(800) 892-0123

SITE DATA

SUBDIVISION TOTAL AREA	113,727 SF. (GROSS)
MINIMUM LOT SIZE (GROSS)	54,198 SF.
MAXIMUM LOT SIZE (GROSS)	59,529 SF.
TOTAL NUMBER OF LOTS	2

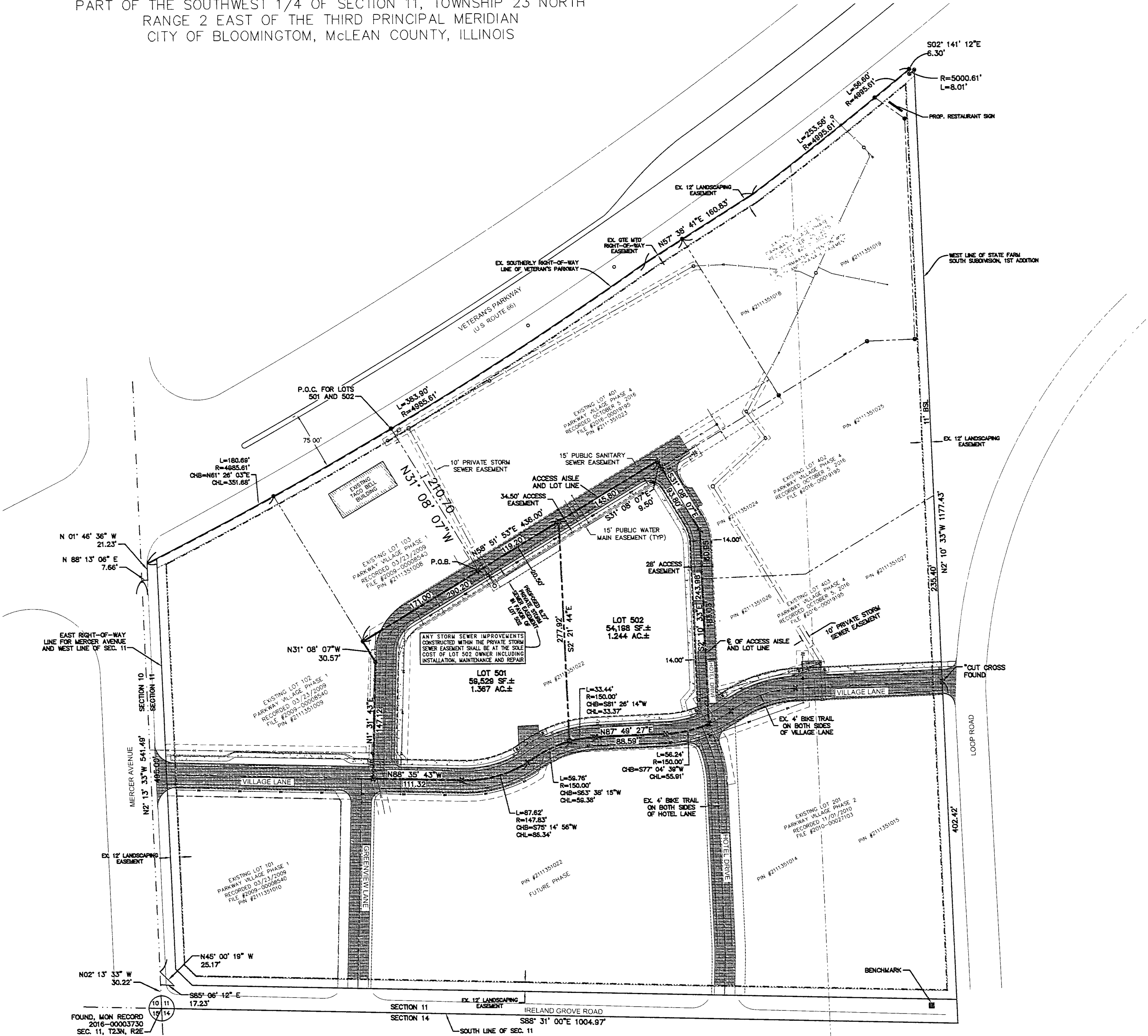
SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS } S.S.
MCLEAN COUNTY }
THAT PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 23 NORTH,
RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS,
DESCRIBED AS FOLLOWS:

LOTS 501 AND 502 IN FINAL PLAT OF PARKWAY VILLAGE PHASE 5:
COMMENCING AT THE NORTHWEST CORNER OF LOT 401 IN FINAL PLAT OF PARKWAY VILLAGE PHASE 4,
RECORDED 7/2/2015 AS FILE 2015-00011645, THENCE SOUTH 31 DEGREES 08 MINUTES 07 SECONDS EAST
210.70 FEET TO THE POINT OF BEGINNING, THENCE NORTH 58 DEGREES 51 MINUTES 53 SECONDS EAST 265.00
FEET, THENCE SOUTH 31 DEGREES 08 MINUTES 07 SECONDS EAST 103.3 FEET, THENCE SOUTH 2 DEGREES 10
MINUTES 33 SECONDS EAST 243.98 FEET, TO A POINT OF CURVATURE, THENCE ALONG A CURVE TO THE RIGHT
HAVING A RADIUS OF 150.00 FEET AND AN ARC LENGTH OF 56.24 FEET, A CHORD LENGTH OF 55.91 FEET, A
CHORD BEARING OF SOUTH 77 DEGREES 04 MINUTES 39 SECONDS WEST, TO A POINT OF TANGENCY, THENCE
SOUTH 87 DEGREES 49 MINUTES 27 SECONDS WEST 88.59 FEET, TO A POINT OF CURVATURE, THENCE ALONG
A CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET AND AN ARC LENGTH OF 93.20 FEET, A CHORD
LENGTH OF 91.71 FEET, TO A POINT OF REVERSE CURVATURE, THENCE ALONG A CURVE TO THE RIGHT HAVING
A RADIUS OF 147.83 FEET, AN ARC LENGTH OF 87.62 FEET, A CHORD BEARING OF SOUTH 75 DEGREES 14
MINUTES 56 SECONDS WEST, A CHORD LENGTH OF 86.34 FEET, TO A POINT OF TANGENCY, THENCE NORTH 88
DEGREES 35 MINUTES 43 SECONDS WEST 111.32 FEET, THENCE NORTH 1 DEGREE 31 MINUTES 43 SECONDS
EAST 147.12 FEET, ALONG THE EAST LINE OF LOT 102 IN PARKWAY VILLAGE PHASE 1, THENCE NORTH 31
DEGREES 08 MINUTES 07 SECONDS WEST 30.57 FEET, THENCE NORTH 58 DEGREES 51 MINUTES 53 SECONDS
EAST 171.00 FEET TO THE POINT OF BEGINNING, INCLUDING 2.611 ACRES MORE OR LESS, SUBJECT TO THE
EXISTING ACCESS EASEMENTS, INCLUDING VILLAGE LANE AND HOTEL DRIVE.
REFER TO:
PARKWAY VILLAGE PHASE 1 - REC. 3/23/2009, FILE 2009-8540.
PARKWAY VILLAGE PHASE 2 - REC. 11/01/2010, FILE 2010-00027103.
PARKWAY VILLAGE PHASE 3 - REC. 2/25/2015, FILE 2015-3032.
PARKWAY VILLAGE PHASE 4 - REC. 7/2/2015, FILE 2015-00011645.

I DO HEREBY DESIGNATE, IN ACCORDANCE WITH PA-87-0705 (THE PLAT ACT); THE CITY OF
BLOOMINGTON AS THE AGENT THAT MAY RECORD THIS FINAL PLAT.
IN WITNESS, I HERETO SET MY HAND AND SEAL THIS 24TH DAY OF JANUARY, 2018.

GREG D. SNYDER
ILLINOIS PROFESSIONAL LAND SURVEYOR
NUMBER #3894 (EXPIRES 11/30/2018)
NAPERVILLE, ILLINOIS



DRAINAGE CERTIFICATE

I, MICHAEL R. SHAMSIE, REGISTERED PROFESSIONAL ENGINEER, AND PARKWAY PARTNERS - ONE, LLC, INC., DEVELOPER OF THE PREMISES HERETOFORE PLATTED BY GREG SNYDER, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3894 TO BE AND BECOME TO THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS DO HEREBY CERTIFY THAT TO THE BEST OF THEIR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SAID PLANNED UNIT DEVELOPMENT, OR ANY PART THEREOF; OR THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISIONS HAVE BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WHICH THE OWNER HAS A RIGHT TO USE AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE PLANNED UNIT DEVELOPMENT.

I FURTHER CERTIFY THAT NO PART OF THE PROPERTY IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY; FLOOD INSURANCE RATE MAP NUMBER 17113C0504E, COMMUNITY PANEL 1704900504E, REVISED DATE JULY 16, 2006.

DATE: Jan 29 2018
MICHAEL R. SHAMSIE, P.E.
REGISTERED PROFESSIONAL ENGINEER
REGISTRATION NUMBER 062-048066
EXPIRES NOVEMBER 30, 2019

OWNER: PARKWAY PARTNERS - ONE, LLC
DATE: REPRESENTATIVE

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF MCLEAN } SS

I, _____, CITY CLERK OF SAID CITY, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND COMPLETE COPY OF AN ORIGINAL PRESENTED, PASSED AND APPROVED AT A REGULAR MEETING OF SAID CITY COUNCIL HELD ON THE _____ DAY OF _____, 2018, BY AN AFFIRMATIVE VOTE OF THE MAJORITY OF ALL MEMBERS SELECTED TO SAID COUNCIL, THE VOTE HAVING BEEN TAKEN BY YEAS AND NAYS AND ENTERED ON THE RECORD OF THE PROCEEDINGS OF SAID COUNCIL.

WITNESS MY HAND AND SEAL OF SAID CITY OF BLOOMINGTON, THIS _____ DAY OF _____, A.D. 2018.

CITY CLERK

ENGINEER'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF MCLEAN } SS

I, _____, CITY ENGINEER FOR THE CITY OF BLOOMINGTON, ILLINOIS, HEREBY CERTIFY THAT THE LAND IMPROVEMENTS DESCRIBED IN THE ANNEXED PLAT AND THE PLANS AND SPECIFICATIONS THEREFORE MEET THE MINIMUM REQUIREMENTS OF SAID CITY OUTLINED IN CHAPTER 24 OF THE BLOOMINGTON CITY CODE.

DATED AT BLOOMINGTON, ILLINOIS, THIS _____ DAY OF _____, A.D. 2018

ENGINEER: _____
CITY ENGINEER

PROJECT TEAM

OWNER/
DEVELOPER: PARKWAY PARTNERS - ONE, INC.
5 SHENANDOAH AVENUE
JACKSONVILLE, IL 62650

CONTACT: MR. JOHN MANN
PHONE: (217) 245-2200

ENGINEER:
3440 38TH AVENUE, SUITE 4
MOLINE, IL 61265

CONTACT: MR. MICHAEL SHAMSIE, P.E.
PHONE: (309) 755-3400

NO.	REVISIONS DESCRIPTION	DATE

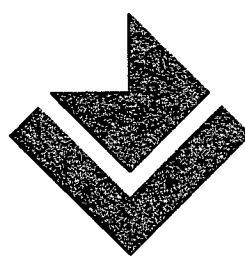
DATE: 01/24/2018

DRAWN BY: HLG

CHECKED BY: GDS

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Landmark
ENGINEERING GROUP
3440 38TH AVENUE, SUITE 4
(309) 755-3400
MOLINE, IL 61265
FAX (309) 755-4422
CIVIL ENGINEERING AND LAND SURVEYING
DESIGN FIRM REGISTRATION NUMBER 184-001511

PARKWAY VILLAGE
PHASE 5

BLOOMINGTON, ILLINOIS

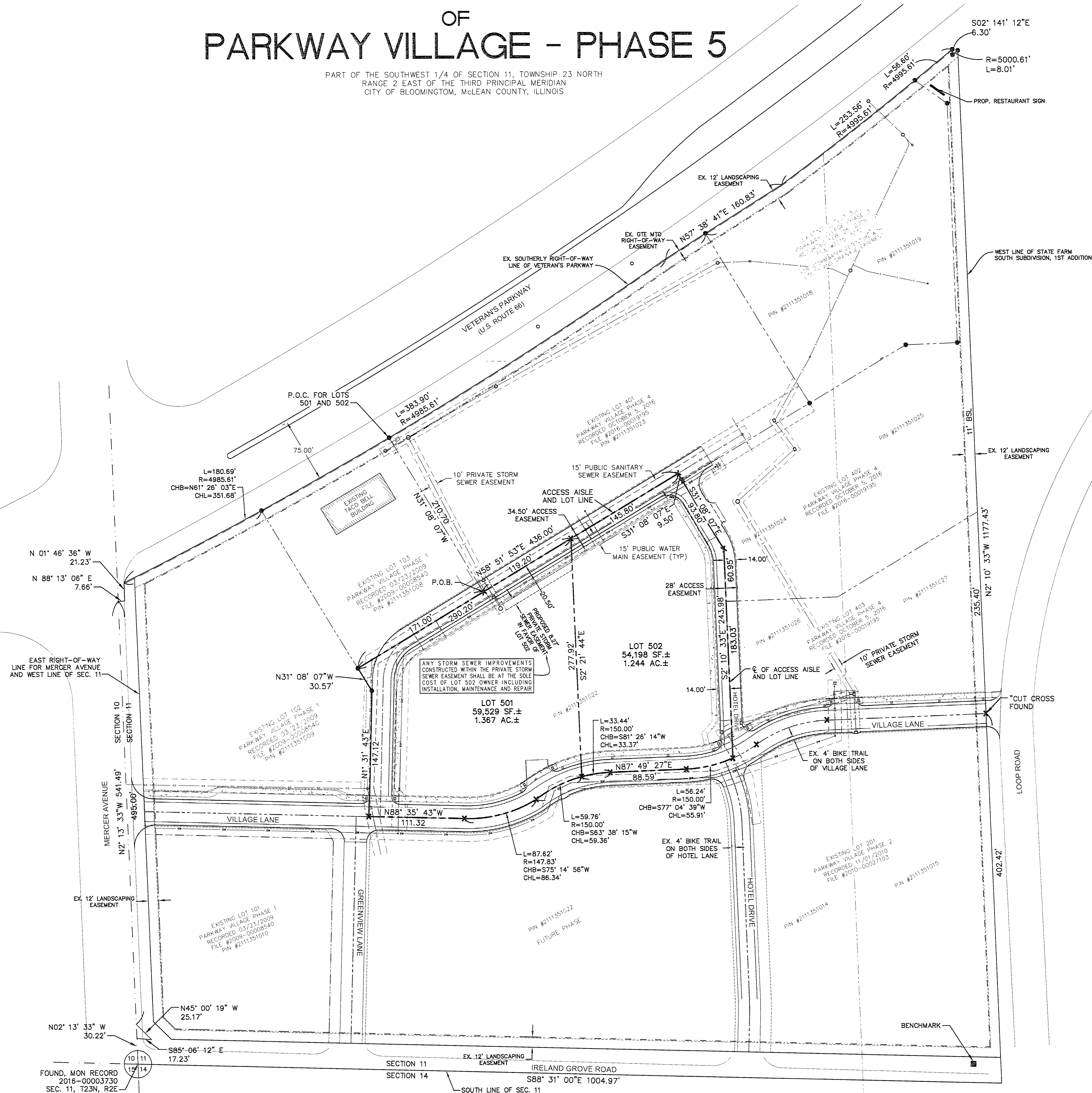
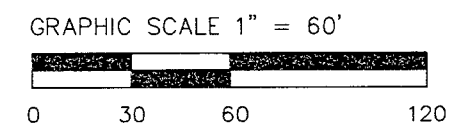
1

SHEET 1 OF 2

01-17-1411

FINAL PLAT OF PARKWAY VILLAGE - PHASE 5

PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 23 NORTH
RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS



GENERAL NOTES

1. BASIS OF BEARINGS ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 ADJUSTMENT.
2. BOUNDARY DIMENSIONS ARE SHOWN ON BOUNDARY PLAT PREPARED BY FARNSWORTH GROUP, ROBERT J. MONTOSH, IPLS NO. 3223, DATED NOVEMBER 7, 2007 AND VERIFIED BY MARCH 2014 SURVEY.
3. VEHICULAR ACCESS TO MERCER AVENUE, IRELAND GROVE ROAD AND LOOP ROAD SHALL BE RESTRICTED TO THE PRIVATE STREET DESIGNATED ON THE PLAT AS VILLAGE LANE, GREENVIEW AVENUE AND HOTEL DRIVE. NO ACCESS WILL BE ALLOWED TO VETERAN'S PARKWAY.
4. OUTLOT 300 TO BE DEED TO THE PARKWAY VILLAGE L.L.C. FOR PROPORTIONAL OWNERSHIP AT THE TIME OF TITLE TRANSFER BY THE SUBDIVIDER.
5. ALL LOT CORNERS WITHIN PAVED SURFACES WILL BE LOCATED AFTER CONSTRUCTION.
6. SIDEWALK TO BE CONSTRUCTED BY PARCEL (LOT) OWNER AS EACH PARCEL IS DEVELOPED.
7. OUTLOT 300 IS A COMMONS AREA EASEMENT.
8. PHASE 5 SURVEY 01/19/2018 (LOTS 501 & 502 FIELD WORK)

SURVEY LEGEND

- = 1/2" IRON ROD FOUND W/ ALUM. CAP
- x = "CUT CROSS" IN CONCRETE

LEGEND

- BOUNDARY LINE
- EXISTING PROPERTY LINE
- PROPERTY LINE
- ACCESS EASEMENT
- EXISTING 12' LANDSCAPING EASEMENT
- EXISTING 1' GTE MTO RIGHT OF-WAY EASEMENT
- EXISTING 8" WATERMAIN WITH 15' EASEMENT
- EXISTING SANITARY SEWER WITH 15' EASEMENT
- EXISTING STORM SEWER WITH 10' EASEMENT
- EXISTING FIRE HYDRANT
- EXISTING SANITARY MANHOLE
- EXISTING STORM INLET
- EXISTING STORM CATCH BASIN
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- L LENGTH
- CHL CHORD LENGTH

REVISIONS		DATE
NO.	DESCRIPTION	

Landmark
ENGINEERING GROUP
455 AVENUE OF THE CITIES
(309) 755-3400
CIVIL ENGINEERING AND LAND SURVEYING
DESIGN FIRM REGISTRATION NUMBER 184-001511

FINAL PLAT
PARKWAY VILLAGE - PHASE 5
BLOOMINGTON, ILLINOIS

DATE: 01/24/2018

2
SHEET 2 OF 2

01-17-1411

MEMORANDUM

January 26, 2018

TO: Cherry Lawson, City Clerk
FROM: Anthony Meizelis, P.E., Civil Engineer
RE: Parkway Village PUD – Phase 5
Performance Guarantees and Tap-On Fees

The following are the Performance Guarantee and Tap On fees required from the developer before releasing for recording: **Parkway Village P.U.D Phase 5** approved by City Council on February 12, 2018.

A. Tap-On Fees:

There are no tap-on fees due from Parkway Village P.U.D. Phase III. The sanitary sewers and water mains in Mercer Avenue and Ireland Grove Road adjacent to Parkway Village P.U.D. were previously paid for by special assessment.

B: Performance Guarantee:

A performance guarantee for the adjacent water main as per section 24-4.6.1 of City Code shall be submitted prior to recording of the final plat for the following amount:

110% of incomplete public improvement construction costs as of 01/26/18:	\$ 22,000.00
10% of all completed public improvement construction costs:	\$ 0.00
Total (Amount of the bond):	\$ 22,000.00

C: Substandard Adjacent Roadway Improvement Payment:

No substandard roadway improvement fees are due.

cc: Jim Karch, Director of Public Works
Kevin Kothe, City Engineer
Patti-Lynn Silva, Finance Dept.
Jeff Jurgens, Legal Dept.
file



CONSENT AGENDA ITEM NO. 7L

FOR COUNCIL: February 12, 2018

SPONSORING DEPARTMENT: City Clerk's Office

SUBJECT: Consideration of an application submitted by P-Corn Acquisitions of Minnesota and Illinois, LLC d/b/a Bloomington Galaxy Cinema, located at 1111 Wylie Drive in Bloomington, IL 61705, requesting an EAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week as requested by the City Clerk's Office.

RECOMMENDATION/MOTION: The application of P-Corn Acquisitions of Minnesota and Illinois, LLC d/b/a Bloomington Galaxy Cinema requesting an EAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week be approved upon all compliance with contingencies of all employees serving alcohol complete BASSET and that wristbands be used for purchasers of alcohol.

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

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

BACKGROUND: Bloomington Liquor Commissioner Tari Renner called a public hearing on January 9, 2018 on the application submitted by P-Corn Acquisitions of Minnesota and Illinois, LLC d/b/a Bloomington Galaxy Cinema requesting an EAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week.

Present were: Commissioners Tari Renner, Lindsey Powell, Jack Bataoel; George Boyle, Asst. Corporation Counsel, Asst. Police Chief Ken Bays, and Cherry Lawson, City Clerk.

Rob Novak, Vice President of the Food and Beverage Concession for Marcus Theater Corporation, appeared before the Commission to provide testimony. He stated that Marcus Theaters is seeking a license to sell beer and wine at the Bloomington Galaxy Theater.

Commissioner Renner asked what the model is and asked that Mr. Novak explain it for the record.

Mr. Novak explained that the model is the same throughout all of Marcus Theaters. They own 69 theaters throughout the Midwest. From Wisconsin, Minnesota, North Dakota, Ohio, Nebraska, Missouri. They purchased the Wehrenberg Theater about a year ago from the family. They, too, are a family-owned company, though based in Milwaukee. Of the 69 theaters, 40 of which theaters operate and do sell beer, wine, and in a lot of cases, full liquor. He stated, they are seeking a beer

and wine license, which would be sold out of a dedicated area of the concession stand where it could be served where food is present. Their process and procedures are the same across all theaters when it comes to selling liquor to the general public. They do not require wristbands for the purchase of beer or wine in their theaters.

Assistant Police Chief Bays expressed concerns over the theater not providing wristbands for patrons who purchase alcoholic beverage.

Commissioner Bataoel stated he would be comfortable with the idea of each individual person that is going to ID or serve liquor has to be passed and certified in training. Commissioner Powell agreed with the remarks of Commissioner Bataoel.

Commissioner Renner asked for a motion to approve this license with the stipulation that people serving alcohol have Bassett training, and that people purchasing alcohol be required to have some sort of wristband as they have at Ovation Cinema.

Commissioner Powell motioned with the stipulations provided by Commissioner Renner. Commissioner Bataoel seconded the motion.

Ayes: Commissioners Powell, Bataoel, and Renner

Nays: None

Motion carried.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on December 30, 2017 in accordance with City Code. In accordance with City Code, approximately 109 courtesy copies of the Public Notice were mailed on December 30, 2017. In addition, the Agenda for the January 9, 2018 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: This is a new liquor license. The current annual license fee is \$2,600 which will be recorded in the Non-Departmental – Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2018 Budget Book titled "Adopted General Fund Budget" on page 118.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by: Cherry L. Lawson, City Clerk

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by:

Scott Rathbun, Sr. Budget Manager
George D. Boyle, Assistant Corporation Counsel

Recommended by:

A handwritten signature in dark ink, appearing to read "Steve Rasmussen". The signature is fluid and cursive, with the first name "Steve" written in a larger, more prominent script than the last name "Rasmussen".

Steve Rasmussen
Interim City Manager

Attachments:

- Creation of New License Findings
- Questionnaire and Application
- Inspection Memo and Findings
- Public Notice – Liquor Commission
- Aerial Map

Chapter 6: Section 4B: Creation of New License – Findings

(a) Standard for Creation. The City Council shall not create a new liquor license unless it has previously found that the creation of such license is necessary for the public convenience of residents of Bloomington and is in the best interest of the City of Bloomington. (Ordinance No. 1981-18)

(b) Factual Criteria. In deciding whether creation of a new license is necessary, the City Council shall consider:

- (1) The class of liquor license applied for;
- (2) Whether most of the establishment's anticipated gross revenue will be from sale of alcohol or other resources;
- (3) The character and nature of the proposed establishment;
- (4) The general design, layout and contents of the proposed establishment;
- (5) The location of the proposed establishment and the probable impact of a liquor establishment at that location upon the surrounding neighborhood or the City as a whole giving particular consideration to; (Ordinance No. 2004-2)

(a) the type of license(s) requested in the application;

(b) the nature of the proposed establishment; (Ordinance No. 2004-2)

(c) the location of the building of the proposed establishment in relation to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station with particular emphasis on its entrances/exits, windows and parking facilities; (Ordinance No. 2004-2)

(d) the hours of operation of the proposed establishment; (Ordinance No. 2004-2)

(e) the effect of live entertainment and/or amplified music in the proposed establishment upon persons in the surrounding area, particularly with respect to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station; (Ordinance No. 2004-2)

(f) signs and lights which are visible from the exterior of the proposed establishment;

(g) whether a Sunday license is being requested for the proposed establishment;

(h) the extent to which other businesses are licensed to sell alcoholic beverages at retail in the area under consideration;

(i) whether and what types of alcohol the applicant proposes to sell in single serving sizes for consumption off of the premises. (Ordinance No. 2004-2)

- (6) The probable demand for the proposed liquor establishment in the City;
- (7) The financial responsibility of the applicant;
- (8) Whether the applicant, or (if the applicant is a partnership or corporation) whether any partner, officer or director of the applicant has ever held a liquor license and his or her performance as a licensee; (Ordinance No. 1977-69)
- (9) Whether the applicant intends to furnish live entertainment in the establishment, and if so, the nature of such entertainment;
- (10) Whether the applicant intends to obtain a dancing permit pursuant to Chapter 7 of Bloomington City Code;
- (11) Whether the proposed establishment poses any problem to the Bloomington Police Department or Liquor Commissioner in the enforcement of City Ordinance or State and Federal Law;
- (12) Whether a current City of Bloomington liquor license has been issued for the premises sought to be licensed in the application;
- (13) Whether the premises complies with all pertinent health and safety codes applicable within the City of Bloomington;
- (14) No license shall be created for, or maintained by, an establishment whose primary or major focus is video gaming. In determining whether an establishment's primary or major focus is video gaming, the following factors may be considered.

(a) The layout and design of the establishment, including such factors as:

- 1. The number of video gaming machines relative to the customer seating capacity of the establishment; and
- 2. The square footage of space devoted to video gaming relative to the amount of space devoted to other activities;

(b) Whether the probable revenue derived from the establishment will be primarily from video gaming;

(c) The number of employees at the establishment and their proposed function;

(d) Other relevant factors. (Ordinance No. 2013-13)

(15) The recommendation of the Liquor Commission. (Ordinance No. 2013-13)

(c) All licenses created hereby are subject to issuance by the Mayor in his discretion as provided in 235 ILCS 5/4-4 and Section 37 of this Chapter. (Ordinance No. 2013-13)



Date 12/5/2017

Emergency Call-In Listings

P-Corn Acquisitions of Minnesota and Illinois, LLC	Bloomington Galaxy Cinema
Individual/Partnership/Corporation/LLC	D/B/A
<u>1111 Wylie Drive, Bloomington, IL 61701</u>	
Address of Business	
<u>(309) 828-8015</u>	<u>bloomington@marcustheatres.com</u>
Business Phone Number	Business Email Address

Please list those responsible for Building Security for the above establishment. At least one person must live within McLean County. No security companies/firms allowed.

Name Dustin McMullen Phone (708) 954-7512

Address 3113 Squall Way #311, Bloomington, IL 61704

Name Dianne Watson Phone (309) 319-0660

Address 220 Valley View Circle, Bloomington, IL 61705

Name John Mason Phone (815) 822-0209

Address 2404 Clearwater Ave., Apt. 3, Bloomington, IL 61704

Name Brenda Shobe Phone (309) 750-3948

Address 1446 E. College Ave., Apt. 1, Normal, IL 61761

Building Owner:

Name MH Exchange V, LLC Phone (414) 905-1447

Address c/o Legal Department, 100 E. Wisconsin Ave., Suite 1900, Milwaukee, WI 53202

LIQUOR LICENSE QUESTIONNAIRE

TO THE APPLICANT:

On August 28, 1972, the Bloomington City Council enacted Ordinance No. 1972-57 revising standards for issuance of liquor licenses. The Ordinance, in addition to providing for an increase in the number of licenses, reflected a change in public attitude toward liquor licenses. Rather than lucrative privileges to be bought or sold, they are viewed as potential tools for community development, which can be an asset to the community. Consequently, licenses will be approved, not as a matter of right, but only where a need can be shown to exist and where the issuance of a license for a particular kind of establishment is supportive of and consistent with sound community planning. The following questions and the answers thereto can be of significant value in allowing the Liquor Commission to make an intelligent assessment of your application. Your cooperation in completing it as fully and in as much detail as possible is appreciated.

The questions in the Questionnaire apply equally to yourself and any partner, or any officer or director of a corporation. If more space is needed to answer any question completely, use additional paper.

1. LEGAL REQUIREMENTS:

Question 1 (a) through (h) refer
to the General Manager of the property,
as applicant is an LLC

(a)	Have you attained the age of 21 years?	Yes
(b)	Have you been a resident of the City of Bloomington for one year?	Yes
(c)	Are you a citizen of the United States?	Yes
(d)	Are you a person of good character and reputation?	Yes
(e)	Have you ever been convicted of a felony under the laws of the United States or any state?	No
(f)	Have you ever been convicted of being the keeper, or are you now the keeper of a house of prostitution?	No
(g)	Have you ever been convicted of pandering or any other crime opposed to decency and morality?	No
(h)	Have you ever had a Bloomington liquor license revoked for any cause?	No
(i) →	(If applicant is a corporation). Is a holder of over 5% of corporate stock ineligible to hold a liquor license for any reason other than citizenship or residence?	No
(j)	Is the Manager of the establishment ineligible to hold a liquor license for any reason other than citizenship or residence?	No

- (k) Have you ever been convicted of a violation of any federal or state law concerning the manufacture, possession or sale of alcoholic liquor? No
- (l) Do you own or have a valid lease to the premises for which the license is sought? Yes (see attached)
- (m) Are you eligible for a state retail liquor dealer's license? Yes
- (n) Is the establishment located within 100' of any church, school, hospital, home for aged or indigent persons or war veterans, their wives or children? No

2. **NATURE OF LICENSE:**

- (a) What class liquor licenses are you seeking? EAS
- (b) What type of establishment do you intend to operate with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop). motion picture theatre
- (c) State the significance of a liquor license to your establishment, present or future. (See attached Business Plan and Plans, Procedures & Guidelines for Alcoholic Beverage Sales)

- (d) How will a liquor license of the kind requested benefit the City of Bloomington and its residents? _____
(See attached Business Plan and Plans, Procedures & Guidelines for Alcoholic Beverage Sales)
- (e) Upon what facts do you base your answers to the previous question?
(See attached Business Plan and Plans, Procedures & Guidelines for Alcoholic Beverage Sales)

- (f) Do you intend to furnish live entertainment in the establishment to be licensed? No
- (g) If you answer "YES" to the previous question, state the nature of such entertainment. N/A

- (h) Will most of the establishment's gross revenue come from sources other than sale of alcohol? Yes

3. This application is for renewal of license now held _____ or an original application
(Check one)

4. Location and description of the premises or place of business to be operated under this license

Throughout the entire interior of the theatre building located at 1111 Wylie Drive, including lobby, corridors and all auditoriums

A. Trade Name Bloomington Cinema + Imax

5. Is this location within 100 feet of any church, school, hospital, home of aged, or indigent persons, or for War Veterans, their wives, or children? Yes ___ No ✓
6. Does the place of business have access to any other portion of the same building or structure which is used for dwelling or lodging purposes, and which is permitted to be used or kept accessible for use by the public? Yes ___ No ✓
7. Is it proposed to sell food in this place of business? Yes ✓ No ___
8. Is applicant or any partner, officer, director, or majority stockholder engaged in the business of manufacturing or bottling malt vinous beverages or is the agent or any such person or corporation, or is a jobber of malt or vinous beverages? Yes ___ No ✓
9. Has applicant, or any partner, officer, director, or majority stockholder ever been convicted of a felony, or of the violation of any law relating to the prohibition of the sale of intoxicating liquors, or any other crime or misdemeanor, (other than minor traffic violations)? Yes No If yes, fully explain.
10. Has any other license issued to individual applicant, or to any partner, officer, director, or majority stockholder, issued for sale of alcoholic beverages, ever been revoked? Yes ___ No ✓ If yes, give further details.
11. Has a similar application ever been refused for cause that has been made by any of the foregoing persons? Yes ___ No ✓

12. Is the applicant herein, the owner of the premises for which this license is sought? Yes ___ No ✓

13. If no, the name of the building owner: Name MH Exchange V, LLC (an affiliate of P-Corn Acquisitions of MN & IL, LLC)

Address 100 E. Wisconsin Ave., Suite 1900, Milwaukee, WI 53202 (see attached letter)

Term of written lease, from (date) _____ to _____ (Copy of Lease attached)

14. Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code 1960 in connection with the proposed sale of alcoholic beverages? Yes ___ No ✓

Applicants and each of them jointly and severally, including all partners, officers, directors, or majority stockholders, hereinafter named and whose signatures are affixed to this application, agree and acknowledge that they and each of them fully understand that any license issued hereunder may be revoked in accordance with the Ordinance of this City.

Dated this 19th day of December, 2017.

A. (Individual)

Individual's Signature

B. (Partnership)

Business Name

(All Partners of Applicant)

LLC
C. (Corporation) P-Corn Acquisitions of Minnesota
and Illinois, LLC
LLC Corporate Name

President of Corporation LLC

Attest: _____
Secretary

And the following officers, directors or majority stockholder:

State of ~~Illinois~~ Wisconsin

SS

County of ~~McLean~~ Milwaukee

Thomas F. Kissinger

Douglas A. Neis

Being first duly sworn on their respective oaths say that they comprise of all the owners, partners, officers, directors, or majority stockholders of the above name applicant in accordance with definitions of the Bloomington City Code; that they and each of them have read and signed the foregoing application for license, know the contents thereof, and that all the statements made therein are true.

Subscribed and Sworn to before me this 19th day of December, 2017


Carrie Amaya

Notary Public

My commission expires on February 28, 2020



LICENSE APPLICATION
FOR SUNDAY SALE OF ALCOHOLIC BEVERAGES

TO: The Liquor Control Commissioner of the City of Bloomington, McLean County, Illinois

NAME OF APPLICANT P-Corn Acquisitions of Minnesota and Illinois, LLC

Hereinafter referred to as the "Applicant" represents to the Bloomington Liquor Commission the following:

1. A CLASS EAS LIQUOR LICENSE is currently held by or is being applied for by the Applicant and it authorizes or will authorize the liquor sales on Monday-Saturday.
2. The Applicant herein requests a CLASS S LICENSE to authorize the operation of the Applicant's liquor establishment on Sundays in the same manner as is or will be authorized by and during the valid period of the license referred to in Paragraph 1 hereof.
3. The Applicant and each and every partner, officer, director, majority stockholder or agent thereof, agree and acknowledge the following:
 - (a) Any license issued hereunder may be revoked in accordance with the Ordinances of the City of Bloomington;
 - (b) All persons who are employed by or who have an ownership interest in the Applicant will testify under oath to all competent, relevant, and material questions propounded to any of them in any hearing conducted by the local Liquor Commissioner;
 - (c) Failure of any person to testify according to the provisions of subsection (b) shall be sufficient reason for suspension or revocation of any license which may be issued pursuant to this Application; and
 - (d) The Applicant will furnish, upon request from the Liquor Commissioner, any books and/or records of its business operations which are relevant to the question of whether such Applicant qualifies or has qualified at any time for the basic license or for the license which may be issued pursuant to this Application.

Dated this 19th day of December, 2017.

A. (Individual)

Individual's Signature

B. (Partnership)

Business Name

(All Partners of Applicant)

LLC
C. (~~Corporation~~)

Corporate Name

LLC

President of ~~Corporation~~ LLC

And the following officers, directors or majority stockholder:

State of ~~Illinois~~ Wisconsin

SS

County of ~~MeKen~~ Milwaukee

Thomas F. Kissinger

Douglas A. Neis

Being first duly sworn on their respective oaths say that they comprise of all the owners, partners, officers, directors, or majority stockholders of the above name applicant in accordance with definitions of the Bloomington City Code; that they and each of them have read and signed the foregoing application for license, know the contents thereof, and that all the statements made therein are true.

Subscribed and Sworn to before me this 19th day of December, 2017

Carrie Amaya

Notary Public

My commission expires on February 28, 2020



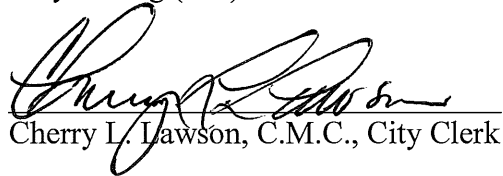
CITY OF BLOOMINGTON
PUBLIC HEARING NOTICE

On Tuesday, January 9, 2018 at 4:00 p.m. in the Council Chambers located at 109 E. Olive St., the Bloomington Liquor Commissioner will conduct a Public Hearing on the application of P-Corn Acquisitions of Minnesota and Illinois, LLC d/b/a Bloomington Galaxy Cinema requesting an EAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week.

All persons interested in said application may attend and be heard on the application.

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, preferable no later than five days before the hearing.

The City Clerk may be contacted either by letter at 109 E. Olive St., Bloomington, IL 61701, email at cityclerk@cityblm.org, or by telephone at (309) 434-2240. The City Hall is equipped with a text telephone (TTY) that may also be reached by dialing (309) 829-5115.


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

Publication Date: December 30, 2017, Pantagraph Newspaper

Aerial Map of Bloomington Galaxy Cinema, 1111 Wylie Drive, Bloomington, IL 61705



Bloomington Galaxy Cinema
1111 Wylie Drive
Bloomington, IL 61705

Enterprise Dr

Wylie Dr

Valley View Ctr

Valley View Dr

Maple Hill Rd

REGULAR AGENDA



REGULAR AGENDA ITEM NO. 8A

FOR COUNCIL: February 12, 2018

SPONSORING DEPARTMENT: Public Works

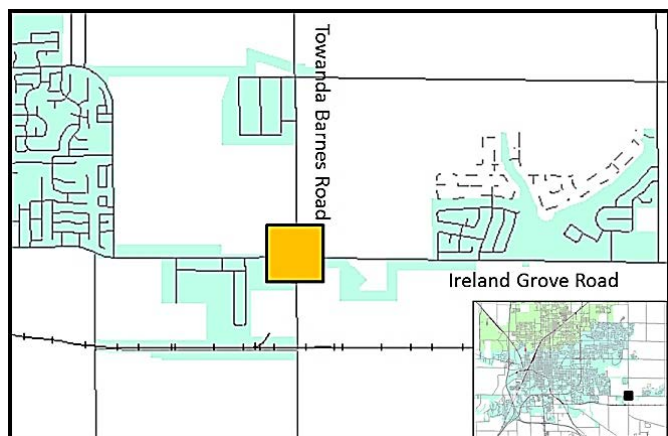
SUBJECT: Consideration of a Resolution directing City staff to include funds in the amount of \$450,000 in the FY 2019 budget for intersection design, plans, construction documents, right-of-way, utility relocation, and construction for the intersection of Towanda Barnes Road and Ireland Grove Road, and authorizing the Interim City Manager or Mayor to enter into an amended intergovernmental agreement with the County on the intersection improvements, as requested by the Public Works Department.

RECOMMENDATION/MOTION: A Resolution Directing staff to include funds in the FY 2019 Budget for Intersection Design, Plans, Construction Documents, Right-of-Way, Utility Relocation, and Construction for the Intersection of Towanda Barnes Road and Ireland Grove Road; and authorizing an Amended Intergovernmental Agreement with McLean County be approved; and the Mayor and City Clerk authorized to execute the Resolution, and authorizing the Interim City Manager or Mayor to execute an amended Intergovernmental Agreement.

STRATEGIC PLAN LINK: 1. Financially Sound City Providing Quality Basic Services, 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE: 1e. Partnering with others for the most cost-effective service delivery. 2a. Better quality roads and sidewalks

BACKGROUND: Staff proposes a reduced-scope project utilizing local funds. By eliminating State Motor Fuel Tax (MFT) funding from the project, the additional intersection improvements previously required by the State will not be required to be built at this time. Widening and associated work on the east leg and for the eastbound right turn lane will be postponed indefinitely. With a 50/50 funding split between the City and County, the southbound free-flow right turn lane and minor traffic signal modifications will be constructed. The County will include the resurfacing of Towanda Barnes Road in the contract to be funded 100% by the County. No resurfacing work on Ireland Grove Road will be completed at this time. This reduced-scope project should address backups on southbound Towanda Barnes Road, but will likely not alleviate concerns regarding



traffic backups and queuing lengths for eastbound and westbound Ireland Grove Road during the peak hours.

An interim design and study of Towanda Barnes Road at Ireland Grove was completed in 2014 as a result of complaints about traffic backups, one crash involving a fatality, one crash involving serious injury and a number of less-severe crashes at this intersection. As the design and study of this intersection progressed, the Illinois Department of Transportation (IDOT) required greater improvements than were originally anticipated. IDOT approval is mandatory for this project, as it uses State MFT funds, so the requirements set forth by IDOT were met. This additional scope has increased the design and construction costs of this project. More detailed information regarding the history of the project can be found in the September 26, 2016 Council Memo and the February 17, 2017 Memo from the County Engineer to the McLean County Board of Transportation. Both of these documents are included in the attached Transportation Commission Agenda Packets for this item.

On September 26, 2016 Council created a joint partnership to address the issue by entering into an Intergovernmental Agreement with McLean County for cost sharing. The cost sharing includes design and reconstruction of the intersection of Towanda Barnes Road at Ireland Grove Road. At that same time the Intergovernmental Agreement was adopted, a Resolution approving the expenditure of \$64,100 of State MFT funds was adopted as well.

During the regular Council meeting on October 23, 2017, City Staff presented the proposal to Council. The Council voted to send the proposal to the Transportation Commission for evaluation of the project. The Commission discussed the proposal at the November 28, 2017, meeting but tabled the discussion and requested additional information and analysis from Staff. The Commission again discussed the proposal at the December 19, 2017, meeting. Copies of the Meeting Minutes and Agenda Packets from these two meetings, which include previous Council communications as well, are attached.

At the December 2017 meeting, the Transportation Commission voted 4-1 in favor of recommending that Council approve the Motor Fuel Tax Resolution for an additional \$900,000 for intersection design, plans, construction documents, right-of-way, utility relocation, and construction for the intersection of Towanda Barnes Road and Ireland Grove Road. The remaining expenditure by the City to cover its portion of this project adds up to \$900,000 and includes the remainder of the City's portion of the project's engineering (intersection design study, plans, and construction documents) currently owed to the County, as well as the City's portion of the future estimated costs for right-of-way, utility relocation, and construction. Utilizing State MFT funds, the current total construction estimate is \$1,600,000, half of which would be the City's responsibility.

In the time since the Transportation Commission recommended proceeding with the \$900,000 MFT Resolution, potential options have been explored regarding a reduced project scope that does not use State MFT funds. By reverting to the initial project scope constructing only the southbound free-flow right turn lane and postponing the eastbound right turn lane and widening on the east leg of Ireland Grove Road, the construction cost will be reduced significantly. It is noted that while this reduced-scope project should alleviate backups on southbound Towanda Barnes Road, it will

not alleviate concerns regarding traffic backups and queuing lengths for eastbound and westbound Ireland Grove Road during the peak hours. The County would still overlay Towanda Barnes Road (funded 100% by the County) as part of the project, but the City would not overlay Ireland Grove Road. Additional engineering costs will be required to revise the construction plans and bidding documents and would be paid at a 50/50 split with the County. It is estimated the total City portion of the project cost will amount to \$450,000, and includes construction, engineering (new plan modifications and the balance previously owed to the County), ROW acquisition and utility relocations.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: McLean County staff, multi-agency Transportation Technical Committee.

FINANCIAL IMPACT: The \$450,000 projection is an estimate for the City's portion of the cost of the intersection design study, plans, construction documents, right-of-way, utility relocation, and construction for this project.

This project is included in the FY 2019 Proposed Budget under the Capital Improvement-Street Construction account (40100100-72530).

McLean County is the lead agency and the City will reimburse the County for the City's portion of the project.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by: Luke Thoele, PE, Civil Engineer II
Michael Hill, Public Works Administration
Philip Allyn, PE, PTOE, City Traffic Engineer

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- 1A-1 Resolution
- 1B TRANS COMMISSION AGENDA PACKET NOV 2017 Towanda Barnes at Ireland Grove MFT Resolution 20180212
- 1C TRANS COMMISSION MINUTES NOV 2017 Towanda Barnes at Ireland Grove MFT Resolution 20180212
- 1D TRANS COMMISSION AGENDA PACKET DEC 2017 Towanda Barnes at Ireland Grove MFT Resolution 20180212
- 1E TRANS COMMISSION DRAFT MINUTES DEC 2017 Towanda Barnes at Ireland Grove MFT Resolution 20180212

RESOLUTION NO. 2018 -

A RESOLUTION DIRECTING STAFF TO INCLUDE FUNDS IN THE FY 2019 BUDGET FOR INTERSECTION DESIGN, PLANS, CONSTRUCTION DOCUMENTS, RIGHT-OF-WAY, UTILITY RELOCATION, AND CONSTRUCTION FOR THE INTERSECTION OF TOWANDA BARNES ROAD AND IRELAND GROVE ROAD AND AUTHORIZING AN AMENDED INTERGOVERNMENTAL AGREEMENT WITH MCLEAN COUNTY

WHEREAS, the City Council approved an intergovernmental agreement with McClean County on September 26, 2016, wherein the City agreed to share the costs of certain intersection improvements at Towanda Barnes Road and Ireland Grove Road; and

WHEREAS, staff from the City and County have worked on various approaches to reduce the total costs of the improvements and have agreed the project scope should include constructing only the southbound free-flow right turn lane; and

WHEREAS, the original intergovernmental agreement contemplated the costs be shared 50/50 between the County and the City; and

WHEREAS, the City's total estimated share of the costs of the project is \$450,000; and

WHEREAS, the original intergovernmental agreement contemplated the project being budgeted in the summer of 2017 and constructed after May 1, 2017; and

WHEREAS, to account for the changes in the construction plans and schedule, the City Council hereby authorizes the City Manager or Mayor to execute an amendment to the Intergovernmental Agreement with the new scope and that requires budgeting in FY 2019 and construction beginning after May 1, 2018.

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

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

Section 2. The City Council hereby authorizes the City Manager or Mayor to enter into an amended intergovernmental agreement with the County on the intersection improvements, based on the City's total cost not exceeding \$450,000, and further directs the City Manager to include such costs in the FY 2019 budget upon entry of the amended intergovernmental agreement.

Section 3. This Resolution shall be in full force and effect immediately after its passage and approval.

ADOPTED this ____ day of February, 2018.

APPROVED this _____ day of February, 2018.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON AND THE COUNTY OF MCLEAN
FOR TRAFFIC SIGNAL UPGRADES AT
TOWANDA BARNES ROAD AND IRELAND GROVE ROAD**

WHEREAS, Article VII, Section 10 of the Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, permits and encourages local governments to enter into Intergovernmental Agreements to obtain or share services or to exercise, combine, or transfer powers and functions, and;

WHEREAS, the City of Bloomington, hereinafter called "City", is a municipal corporation and the County of McLean, hereinafter called "County", is a body corporate and politic, and;

WHEREAS, it is in the best interest of the public health, safety and welfare that traffic studies are performed at intersections of high volume, and;

WHEREAS, the County Highway Department has performed an Engineering Study at the intersection of Towanda Barnes Road and Ireland Grove Road, and;

WHEREAS, a Right Turn Lane is needed and Traffic Control Signal Upgrades are warranted at the intersection of Towanda Barnes Road and Ireland Grove Road, and;

WHEREAS, the City and County agree that the cost of construction and maintenance for the Traffic Control Signals at the intersection of Towanda Barnes Road and Ireland Grove Road should be shared based on the number of legs of the intersection for which each has jurisdiction, and, now:

THEREFORE, be it hereby mutually agreed as follows:

1. The County has had the necessary preliminary engineering performed.
2. The City and County agree to proceed with the construction of the right-turn lane and traffic control signal upgrades and the associated necessary work.
3. The construction shall be budgeted for the summer of 2017, and shall be performed after May 1, 2017.
4. The County shall be the lead agency, and has entered into an Engineering Agreement for a final Intersection Design Study (IDS), the Traffic Signal Design and Intersection & Turn Lane Design.
5. The County will take bids and enter into Contract with concurrence from the City, and supervise the construction of the project.

6. The City shall reimburse the County for Fifty percent (50%) of all costs associated with the project as work progresses, including all engineering, construction and right-of-way costs as incurred.
7. It is also hereby mutually agreed to amend "Exhibit A" of the Intergovernmental Agreement for Maintenance of Traffic Control Devices of September 2002, as hereby attached.
8. The City and County agree to pay their respective proportional shares of maintenance and energy costs to operate the signals identified in Exhibit A in the amounts specified and attributable to each entity in Exhibit A.

APPROVED:

Tari Renner 9/30/16
Mayor Tari Renner (date)
City of Bloomington

John D. McIntyre 9-20-2016
Chairman John D. McIntyre (date)
McLean County Board

ATTEST:

Cherry Lawson
Cherry Lawson
City of Bloomington Clerk

Kathy Michael
Kathy Michael
McLean County Clerk

THE LIST OF SIGNALIZED INTERSECTIONS WITHIN THE CORPORATION

THE LEVEL OF MAINTENANCE REFERS TO THE
TRAFFIC SIGNAL MAINTENANCE PROVISIONS IN EXHIBIT B.

EXHIBIT A
MASTER AGREEMENT TABLE
BLOOMINGTON

Loc No	Intersection	MAINTENANCE		ENERGY		Level
		County%	City%	County%	City%	
141	Towanda Barnes Road Ireland Grove Road	50	50	50	50	1
142	Towanda Barnes Road General Electric Road	50	50	50	50	1
143	Towanda Barnes Road Fort Jesse Road	50	50	50	50	1
144	Towanda Barnes Road Oakland Avenue	50	50	50	50	1
145	White Oak Road Dr Martin Luther King Jr Drive	50	50	50	50	1

Approved: September, 2002

Revised: September, 2016

From: Jim Karch/Cityblm
To: Jeff Jurgens/Cityblm@Cityblm, Kevin Kothe/Cityblm@Cityblm, Ryan Otto/Cityblm@Cityblm, Phil Allyn/Cityblm@Cityblm, Michael Hill/Cityblm@Cityblm

Date: Tuesday, February 06, 2018 02:35PM
Subject: Fw: Towanda-Barnes & Ireland Grove Road

FYI

This satisfies any questions that I would have about meeting the original intent of the IGA from the McLean County perspective.

Thank you,

Jim

Jim Karch, P.E. CFM
Director of Public Works
Public Works Department
City of Bloomington
P.O. Box 3157
115 East Washington Street
Bloomington, Illinois 61702-3157
(309)434-2225, Fax (309)434-2201
jkarch@cityblm.org

"Providing good stewardship of the public infrastructure and equipment safely through competitive services and excellent customer relations."

-----Forwarded by Jim Karch/Cityblm on 02/06/2018 02:34PM -----

To: Jim Karch <jkarch@cityblm.org>
From: "Stokes, Jerry" <Jerry.Stokes@mcleancountyil.gov>
Date: 02/06/2018 01:23PM
Cc: "Wasson, Bill" <Bill.Wasson@mcleancountyil.gov>, "Knapp, Don" <Don.Knapp@mcleancountyil.gov>, "Schmitt, Eric" <Eric.Schmitt@mcleancountyil.gov>, "Woods, Jessica" <Jessica.Woods@mcleancountyil.gov>
Subject: Towanda-Barnes & Ireland Grove Road

Mr. Karch,

The McLean County Highway Department concludes that the construction of the southbound right-turn lane from Towanda-Barnes Road to Ireland Grove Road would satisfy the Intergovernmental Agreement that was entered in September of 2016 between McLean County and the City of Bloomington.

Thanks,

Jerry Stokes, P.E.

County Engineer

McLean County Highway Department

102 S. Towanda-Barnes Road

Bloomington, IL 61705

Phone: 309-663-9445

Fax: 309-662-8038

jerry.stokes@mcleancountyil.gov

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

**CITY OF BLOOMINGTON
REPORT FOR THE TRANSPORTATION COMMISSION
NOVEMBER 28, 2017**

CASE NUMBER:	SUBJECT:	ORIGINATING FROM:
TC-2017-03	Potential Intersection Modifications at Towanda Barnes Rd. & Ireland Grove Rd.	City Council (10/23/2017 Meeting)
REQUEST:	Recommendation to City Council regarding a Motor Fuel Tax Resolution for an additional \$900,000 for intersection design, plans, construction documents, right-of-way, utility relocation, and construction for the intersection of Towanda Barnes Road and Ireland Grove Road.	

STAFF RECOMMENDATION: Approval

Staff recommends the Transportation Commission pass the following motion recommending:

- A. That City Council approve the Motor Fuel Tax Resolution for an additional \$900,000 for intersection design, plans, construction documents, right-of-way, utility relocation, and construction for the intersection of Towanda Barnes Road and Ireland Grove Road and the Mayor and City Clerk be authorized to execute the necessary documents.**

1. ATTACHMENTS:

- a. **Location Map**
- b. **City Council Packet from October 23, 2017 (abbreviated)**
- c. **City Council Presentation by PW Director Karch on October 23, 2017**
- d. **City Council Meeting Minutes from October 23, 2017 (abbreviated)**
- e. **County Transportation Committee Meeting Minutes from October 3, 2017**
- f. **Towanda Barnes and Ireland Grove Road 5-year Crash Summary**
- g. **Intersection Traffic Counts**
- h. **Intersection Crash Rankings – by Number**
- i. **Intersection Crash Rankings – by Rate**
- j. **2014 Interim (10 year) Intersection Design Study by Farnsworth Group**
- k. **2017 Final (20 year) Intersection Design Study by Farnsworth Group**
- l. **Public Comments received to date**

2. BACKGROUND AND SUPPLEMENTAL INFORMATION:

An interim design study of the intersection of Ireland Grove Road and Towanda Barnes Road was completed in 2014 as a result of complaints about traffic backups, one crash involving a fatality, and one crash involving serious injury at this intersection. On September 26, 2016, Council created a joint partnership to address the intersection by entering into an

Intergovernmental Agreement with McLean County to split 50/50 the costs of design and reconstruction of the intersection. At the same time the Intergovernmental Agreement was adopted, a Resolution approving the expenditure of \$64,100 of Motor Fuel Tax (MFT) funds was adopted as well to fund the City's portion of the initial engineering. The remaining expenditure by the City to cover its portion of this project is estimated to be \$900,000 and includes the remainder of the City's portion of the project's engineering currently owed to the County, as well as the City's portion of the future estimated costs for right-of-way, utility relocation, and construction. The current total construction estimate is \$1,600,000, half of which would be the City's responsibility.

For additional details regarding the history and current status of the project, please see the attached City Council Packet Memo from the October 23, 2017 meeting, which includes the September 26, 2016 Council Memo and the February 17, 2017 memo from the County Engineer to the McLean County Board of Transportation. In addition, the Minutes from the recent County Transportation Committee Meeting on October 3, 2017 and the power point presentation presented by Public Works Director Karch at the October 23, 2017 City Council meeting are also attached.

When considering the proposed MFT resolution at their October 23, 2017 meeting, the City Council referred the project to the Transportation Commission for a recommendation on the MFT funding resolution. Please see the attached Council Meeting minutes from this meeting. Specific questions that the Council requested are below with Staff's response:

1. *Can the City spend money on better or a wider variety of projects?* There are a very large number of potential projects across the City competing for limited funding. Potential projects include safety improvements, efficiency/capacity improvements, maintenance work, and beautification projects, each with advantages and disadvantages with regard to which is "best". The Staff continually monitors the infrastructure of the City and their recommendation is that this project would be a good use of currently budgeted funds. Given the County is funding 50% of the total project cost, City dollars are stretched further to alleviate one of the most congested intersections in the City and improve safety at a location traveled by tens of thousands of people each day.
2. *How else can the city use MFT funds?* MFT funds can be used on a wide variety of projects, but they must be roadway related and all have strings attached in the form of various state requirements and higher, more conservative design standards. Utilizing MFT funds generally requires a higher level of plan detail and engineering, both during the preliminary and design phases, as well as for construction inspection and material documentation. For example, currently the City uses non-MFT funds to pay for the annual asphalt street resurfacing because it allows greater flexibility on construction methods and material types, typically has lower unit prices, it allows the City to take advantage of new technology, and the simplicity of the work does not require a higher level of effort to achieve satisfactory results. This allows the most efficient use of funds. If we used MFT funds for this resurfacing, additional engineering work (potentially by an outside consultant) would need to be completed to compile a more involved set of bidding documents to IDOT standards and

- incorporating often more conservative design requirements such as minimum lane widths that are unnecessary for a lower volume roadway. In addition, there would be restrictions placed on the material types used, increased construction inspection documentation required (also potentially needing an outside consultant), and loss of flexibility with regard to work location and scope modifications. MFT funds are typically utilized on larger, more complex projects, such as this project, the intersection/traffic signal improvements at Towanda Ave. and Vernon Ave., the Hamilton Road improvements and the Fox Creek Road bridge replacement and associated road work because these projects require the higher level of effort and detail, have higher traffic volumes appropriate for the higher design standards and will see the associated higher unit costs regardless of the funding type.
3. *How many of the crashes at this intersection resulted from speeding?* This information is not available from the crash reports.
 4. *Can we look at what speeds people are traveling?* Average unimpeded travel speeds in the immediate vicinity of the intersection are not easily measured due to the traffic signal regulating the stoppage of traffic. However, the County has collected speed data for the approaches to the intersection. This information is attached. It does appear that there may be an issue of speed enforcement, especially along Towanda Barnes Road. This project alone will likely not have a noticeable effect on speeding.
 5. *Does this intersection improvement alleviate safety concerns at peak hours only?* The greatest benefit would come during the peak hours since those are the times of greatest congestion and the highest volumes of traffic, especially with a reduction in the chance of rear-end crashes associated with congestion. However, the modifications to the intersection should improve the safety of the intersection at all times of day. The addition of the southbound free-flow right turn will change the current right-angle/"T-bone" conflict to a typically less severe sideswipe conflict. The additional eastbound and westbound right turn lanes will separate through and right turn movements, reducing the likelihood of rear-end crashes. The addition of the raised median on the west leg will prevent left turns to/from the east Pony Entrance, which is located within the eastbound left turn lanes. This will reduce the likelihood of head-to-head conflicts between eastbound left turns (Ireland Grove to Towanda Barnes) and westbound left turns (into Pony). All three of these benefits should be realized in off-peak hours as well as peak hours.
 6. *What is the crash data and traffic data during other time periods at this intersection?* Crash data for the intersection from the past 5 years is attached. Hourly breakdowns are provided at the top of the page inside the highlighted box. There were a total of 35 crashes. While most crashes occurred during the morning and evening peak times, when traffic volumes are highest, it should be noted that crashes also occurred during off-peak hours, especially late-morning, early afternoon, and the evening period. Traffic volume data from the preliminary traffic analysis as well as updated traffic volume data collected by the County in September, 2017 is also attached.

7. *What is the timeline for this project, including the timeline for review by the Transportation Commission and final approval by the City Council?* All design engineering is complete and construction documents are ready to be released for bidding. The County is currently proceeding with right-of-way acquisition and utility relocation coordination. The County has discussed the project at its Transportation Committee and is looking for feedback on the interest in the City moving forward with the project. See the attached Minutes from this meeting. Assuming the Transportation Commission recommends approval of the MFT Funding Resolution at the November 28, 2017 meeting, it would likely be brought back to Council for final approval in January, 2018. Following this approval and approval and authorization of funds by the County, the project could be let for bids as soon as right-of way is obtained, potentially as early as spring/summer, 2018.
8. *Have the Transportation Commission review and make recommendations on the current proposed project and/or other projects with an equal or greater safety benefit.* Data on safety benefits for all other projects does not currently exist to directly compare, and would consume a significant amount of staff time to evaluate and compile, as most future potential projects do not yet even have a project scope. Projects are evaluated on a case by case basis, with selection based on various criteria such as crash rates, usage volumes, potential funding partnerships and/or grants (County, Town, IDOT, private), public and elected official feedback, and other various factors. A list of the significant projects under current consideration can be found in the recently presented Streets Master Plan.
9. *Have the Transportation Commission come up with alternatives to the current proposed project, including other ways to alleviate the concerns at this intersection (i.e. non-MFT design, “congestion ahead” signs, or speed limit reductions) and alternative projects that would have an equal or greater safety benefit.*
 - a. Without MFT funds, a shorter design year could be used rather than the IDOT required 20-year period. This would potentially shorten the proposed turn lanes and reduce the required new pavement. However, as traffic grows into the future, these turn lanes would potentially need to be lengthened at a higher cost due to inflation and without the economy of scale of the larger current project. In addition, significant revisions to the construction drawings would be needed, adding engineering costs to the project.
 - b. There is work in distinct locations that could be completed a piece at a time if MFT funds are NOT used for the project. For example, the southbound free flow right turn lane, the eastbound right turn lane, and the widening work on the east leg could all be completed independently of each other. In addition, the existing Ireland Grove Road pavement is planned to be milled and overlaid as part of the project to take advantage of economy of scale with the Contractor. This resurfacing work could be postponed into the future, again at a higher cost, but will not be able to be eliminated indefinitely.

- c. Congestion ahead signs could be placed ahead of the intersection at relatively low cost. However, this will only help warn vehicles as they first encounter the queued vehicles. The likelihood of rear-end crashes between vehicles waiting at the intersection, angle or turning crashes in the intersection, or sideswipes by weaving vehicles will not be reduced. In addition, in locations such as this with a high number of daily commuters, the effectiveness of signage decreases over time as the warning signs people see every day begin to blend into the background, negating in the long-term any benefits that may be realized in the short-term.
- d. Reducing the speed limit below the current 45 mph will likely not have an effect on slowing down drivers since drivers tend to drive at which speed they feel comfortable rather than the posted speed unless there is sufficient enforcement. Typical travel speeds are already greater than the current posted speed. If the speed limit were to be lowered further, safety would likely decrease as some drivers will drive slower, but others will remain at the same speed. This increase in the speed differential will increase weaving and unsafe maneuvers by the faster vehicles.
- e. Staff has already implemented several lower-cost changes to the intersection to improve efficiency and safety.
 - i. On the east leg, a short left turn lane was added in the striped median area to store the occasional westbound left turn vehicle waiting to turn and prevent it from blocking through and right turning vehicles.
 - ii. The west leg was re-marked to provide a dual left turn lane. This allowed two streams of cars to turn left simultaneously, increasing the capacity of the intersection.
 - iii. Signal timings have been adjusted to optimize the overall efficiency of the intersection to the extent possible with the current substandard lane configuration.

10. *Include the minutes from the County Transportation Committee meeting.* These minutes are attached.

11. *Include a copy of the engineering report to outline what safety issues were examined to determine the need for this intersection.* A formal safety study document is not typically prepared for intersection improvements such as this. The crash history is reviewed, patterns are observed and the design of the intersection is completed to correct any deficiencies found. The primary driver and need for the project is to reduce the severe congestion and associated crashes, and therefore increase safety by providing a more efficiently operating intersection. The completed Intersection Design Studies (IDS) for the project are attached, both the initial 10-year Interim IDS from 2014, and the final 20-year IDS ultimately required by IDOT.

12. *Include annual crash data for other intersections with high levels within the City of Bloomington to make a comparison and to show where the greatest safety needs exist within the city. Show the crash data for the ten intersections with the highest crash rate and compare to the crash rate at this intersection.* This data is attached. The most recent 5 year period was reviewed (September, 2012 to September, 2017). When comparing strictly by crash rate (number of crashes per 1,000,000 entering vehicles), this intersection ranks 117th out of 1,314 total intersections with crashes, placing it in the top 10% (note that intersections without any crashes are not included in the total number). When ranked by total number of crashes, this intersection ranks 62nd out of 1,314 total intersections with crashes, placing it just inside the top 5%. It is worth noting when evaluating the crash data, that if intersections that are on State or Federal Routes or are 100% private are removed from the list (the intersections shaded yellow on the report), this intersection has the 10th most crashes of City intersections over the last 5 years.
13. *What are the additional ongoing maintenance costs of doubling the size of the intersection?* The pavement area within the limits of the project currently maintained by the City is approximately 9,800 SY. This area will likely need to be resurfaced within the next 5-10 years at a cost of \$295,000 in today's dollars if this project does not proceed. The additional widening would add approximately 4,900 SY of pavement that would need to be maintained, adding approximately \$150,000 of resurfacing for a total cost of \$450,000 in today's dollars. However, since the existing pavement will be resurfaced as part of this project, this \$450,000 resurfacing will likely not be needed for at least 15-20 years. Increases in other maintenance work due to the additional pavement (snow plowing, pavement marking and sign replacements, etc.) would not be significant.

Additional impacts to consider include the following:

1. One of the major drivers for this project is to reduce congestion at the intersection. Drivers currently wait up to 4.5 minutes to travel through the intersection, which is among, if not the, worst in the City. The large delays at the intersection result in significant time spent by drivers in a car with the engine idling, resulting in higher emissions of carbon monoxide, carbon dioxide and other gases and unnecessary wasting of fuel. In addition, the time of the drivers and passengers waiting to pass through the intersection prevents them from doing something more valuable with their time.
2. Due to the congestion and delay of vehicles traveling westbound in the morning hours, City residents are choosing to avoid this intersection by traveling north from Benjamin Elementary, Cornerstone Christian Academy and the Grove Subdivision on Township Roads 2100E and 1300N to access Towanda Barnes at 1300N/Oakland Avenue. These roads, which are maintained by the Township, are not constructed to structurally handle this additional traffic and will fail sooner and cost more to maintain. In addition, these roads are narrower, with steeper grades and reduced clear zones and sight distances, presenting a less safe travel condition for higher volumes of vehicles.

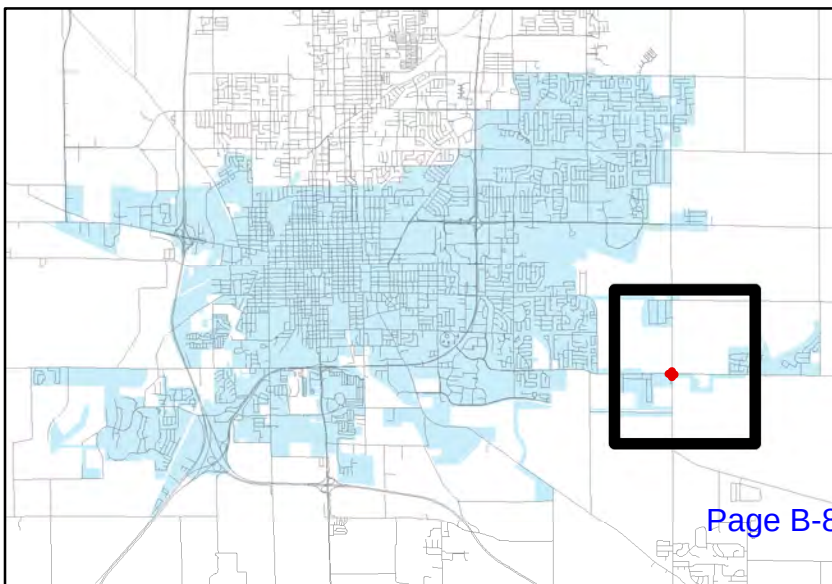
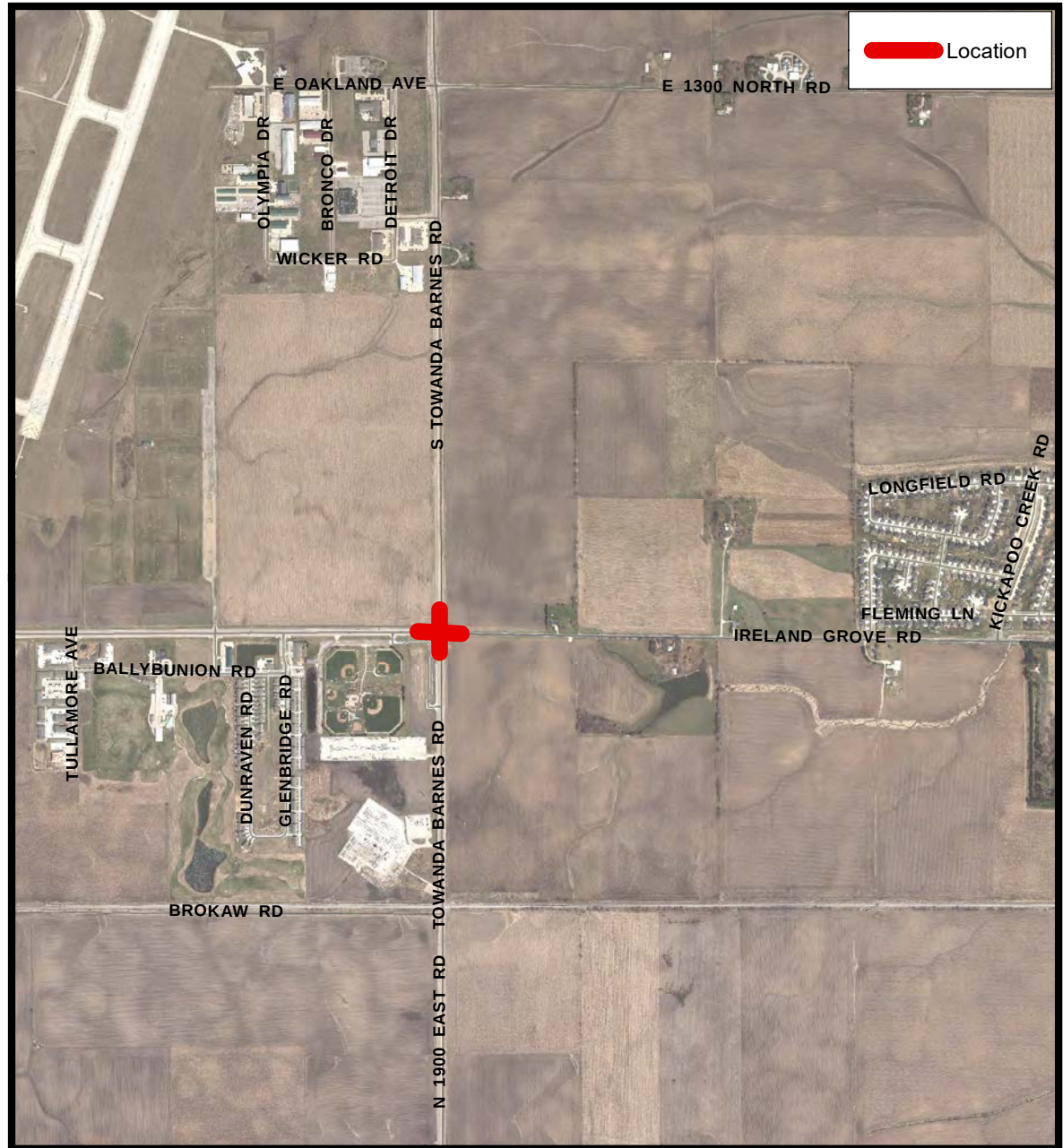
3. Currently, northbound vehicles in the morning peak hour are bypassing the intersection due to the congestion by traveling on a private road through the property southwest of the intersection and exiting to Ireland Grove Road via the east Pony Fields entrance. The proposed raised median on the west leg will restrict lefts turns from this entrance and should severely reduce if not eliminate public traffic on this private property.

3. STAFF RECOMMENDATION:

Staff recommends the Transportation Commission pass the following motion recommending:
That City Council approve the Motor Fuel Tax Resolution for an additional \$900,000 for intersection design, plans, construction documents, right-of-way, utility relocation, and construction for the intersection of Towanda Barnes Road and Ireland Grove Road and the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully submitted,

Philip Allyn, PE, PTOE
City Traffic Engineer



CITY OF
BLOOMINGTON
COUNCIL MEETING
OCTOBER 23, 2017



**CITY COUNCIL MEETING AGENDA
CITY COUNCIL CHAMBERS
109 E. OLIVE STREET, BLOOMINGTON, IL 61701
MONDAY, OCTOBER 23, 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 Achievement to Colleen Winterland for earning a Certification from the Illinois Public Service Institute; American Public Works Association – Illinois Chapter.
 - B. Appointment of Mark Muehleck to the Planning Commission.
 - C. Appointment of the following individuals to the Public Safety and Community Relations Board William Bennett, Robert Bosquez, Surena Fish, Janet Lancaster, Sally Rudolph, Arthur Taylor, and Jeffery Woodard.
- 6. Public Comment**
- 7. “Consent Agenda”**

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

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

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.

- M. Consideration of Suspending the Ordinance to Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 to allow moderate consumption of alcohol at Miller Park Pavilion for the wedding reception request of Jason Bader and Lydia Reitz on November 11, 2017. *(Recommend the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Miller Park Pavilion on November 11, 2017 be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.)*
- N. Consideration of Suspending the Ordinance to Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 to allow moderate consumption of alcohol at Davis Lodge for the wedding reception request of Jake Carls and Molly Davis on November 11, 2017. *(Recommend the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on November 11, 2017 be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.)*
- O. Consideration of Suspending the Ordinance to Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 to allow moderate consumption of alcohol at Davis Lodge for the wedding reception request of Jeremy Baker and Sara Bailey on November 18, 2017. *(Recommend the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on November 18, 2017 be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.)*

8. “Regular Agenda”

- A. Consideration of a Motor Fuel Tax Resolution for an additional \$900,000 for intersection design, plans, construction documents, right-of-way, utility relocation, and construction for intersection of Towanda Barnes Road and Ireland Grove Road. *(Recommend the Motor Fuel Tax Resolution for an additional \$900,000 for intersection design, plans, construction documents, right-of-way, utility relocation, and construction for intersection of Towanda Barnes Road and Ireland Grove Road be approved and the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Jim Karch, Public Works Director 5 minutes, Council discussion 10 minutes.)*
- B. Consideration of an Ordinance providing for the City to petition to annex certain properties located in the City of Bloomington into the Bloomington Normal Water Reclamation District. *(Recommend an Ordinance providing for the City to petition the Bloomington Normal Water Reclamation District to annex the City owned properties Ewing Park I, Ewing Park II and the adjacent City bridle path and further providing and allowing for certain other properties located in said area to join said Annexation Petition and that the Mayor and City Clerk be*

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REGULAR AGENDA ITEM NO. 8A

FOR COUNCIL: October 23, 2017

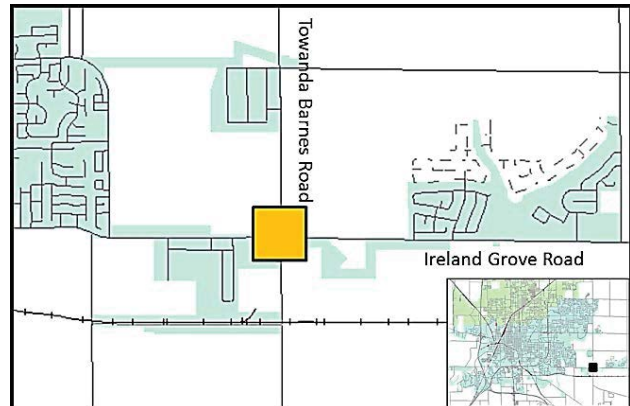
SUBJECT: Consideration of a Motor Fuel Tax Resolution for an additional \$900,000 for intersection design, plans, construction documents, right-of-way, utility relocation, and construction for intersection of Towanda Barnes Road and Ireland Grove Road.

RECOMMENDATION/MOTION: That the Motor Fuel Tax Resolution for an additional \$900,000 for intersection design, plans, construction documents, right-of-way, utility relocation, and construction for intersection of Towanda Barnes Road and Ireland Grove Road be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: 1. Financially Sound City Providing Quality Basic Services, 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE: 1e. Partnering with others for the most cost-effective service delivery. 2a. Better quality roads and sidewalks

BACKGROUND: An interim design and study of Towanda-Barnes Road at Ireland Grove was completed in 2014 as a result of complaints about traffic backups, one incident involving a fatality, and one incident involving serious injury at this intersection. As the design and study of this intersection progressed, the Illinois Department of Transportation (IDOT) required greater improvements than were originally anticipated. IDOT approval is mandatory for this project, as it uses MFT funds, so the requirements set forth by IDOT were met. This additional scope has increased the design and construction costs of this project. More detailed information regarding the history of the project can be found in the attached September 26, 2016 Council Memo and the attached February 17, 2017 Memo from the County Engineer to the McLean County Board of Transportation.



On September 26, 2016 Council created a joint partnership to address the issue by entering into an Intergovernmental Agreement with McLean County for cost sharing. The cost sharing includes design and reconstruction of the intersection of Towanda Barnes Road at Ireland Grove Road. At that same time the Intergovernmental Agreement was adopted, a Resolution approving the expenditure of \$64,100 of Motor Fuel Tax (MFT) funds was adopted as well.

The estimated remaining expenditures for this project add up to \$900,000. This includes expenditures for monies owed to McLean County for the intersection design study, plans, and construction documents. The amount also includes future estimated costs for right-of-way, utility relocation, and construction. The City currently has \$700,000 in the FY 2018 MFT budget for this project. However, the construction of this project is slated to be completed in FY 2019. Sufficient funds exist in the MFT fund balance to cover the additional \$200,000.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: McLean County staff, multi-agency Transportation Technical Committee.

FINANCIAL IMPACT: The \$900,000 projection is an estimate for 50% of the cost of the intersection design study, plans, construction documents, right-of-way, utility relocation, and construction for this project.

Approximately \$70,000 of the original FY 2018 Budget of \$700,000 will be committed in FY 2018 out of the Motor Fuel Tax-Street Construction account (20300300-72530). The remainder of \$830,000 will be re-budgeted by the Public Works-Engineering Department and included in the FY 2019 Proposed Budget. Stakeholders can locate the \$700,000 budgeted for FY 2018 in the Budget Book titled "Adopted Other Funds Budget" on pages 10, 293, 296, 301 and 302.

McLean County is the lead agency and the City will reimburse the County for the City's portion of the project.

COMMUNITY DEVELOPMENT IMPACT: NA

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: NA

Respectfully submitted for Council consideration.

Prepared by: Luke Thoele, Civil Engineer II
Michael Hill, Public Works Administration

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- PW 2B RESOLUTION Towanda Barnes at Ireland Grove MFT Resolution 20170522
- PW 2C PREVIOUS COUNCIL MEMO Towanda Barnes at Ireland Grove MFT Resolution 20170522
- PW 2D MEMO FROM COUNTY Towanda Barnes at Ireland Grove MFT Resolution 20170522
- PW 2E IGA 09-26-2016 COW MC MFT



BE IT RESOLVED, by the Council of the
City Bloomington of Bloomington Illinois
that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
Ireland Grove Road		Towanda Barnes Road intersect	

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of Intersection Design Study, plans, construction documents,
right-of-way, utility relocation, and construction

and shall be constructed wide
and be designated as Section 17-00362-00-PV

2. That there is hereby appropriated the (additional ☒ Yes ☐ No) sum of Nine hundred thousand and 00/100
 Dollars (\$900,000) for the
improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract per Intergovernmental Agreement with McLean County ; and,
Specify Contract or Day Labor

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

Approved	I, <u>Cherry Lawson</u> Clerk in and for the
Date	City <u>Bloomington</u> of <u>Bloomington</u>
Department of Transportation	County of <u>McLean</u> , hereby certify the
Regional Engineer	foregoing to be a true, perfect and complete copy of a resolution adopted
	by the <u>Council</u>
	Council or President and Board of Trustees
	at a meeting on <u>October 23, 2017</u>
	Date
	IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this
	<u></u> day of <u></u>
	(SEAL)
	<u></u> City, Town, or Village Clerk

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

FOR COUNCIL: September 26, 2016

SUBJECT: Consideration of adopting a Resolution approving Motor Fuel Tax for funding, and an Intergovernmental Agreement with McLean County for cost-sharing for the design, construction and maintenance of improvements to the intersection of Towanda Barnes Road and Ireland Grove Road.

RECOMMENDATION/MOTION: That the Resolution be adopted approving the Motor Fuel Tax for funding, approve the Intergovernmental Agreement with McLean County for cost-sharing, and authorize the Mayor and City Clerk to execute the necessary documents.

STRATEGIC PLAN LINK: 1. Financially Sound City Providing Quality Basic Services.
2. Upgrade City Infrastructure and Facilities.

STRATEGIC PLAN SIGNIFICANCE:

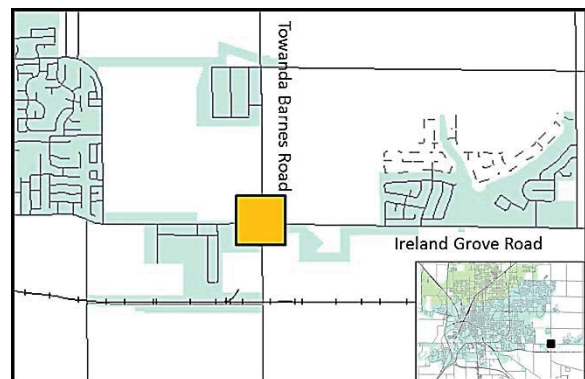
- 1e. Partnering with others for the most cost-effective service delivery.
- 2a. Better quality roads and sidewalks.

BACKGROUND:

Towanda Barnes Road and Ireland Grove Road are vital streets on Bloomington's east side. They serve businesses, neighborhoods, and schools within city limits and outside of it. The intersection of the streets straddles city and unincorporated territory. Towanda Barnes Road is a County highway; Ireland Grove Road is a City arterial street. In this instance, and others like it, intergovernmental cooperation and shared costs are vital to implement prudent traffic measures. County government is the controlling agency for this intersection, but its staff confers with City staff over proposed changes.

The intersection becomes congested and backs up during high traffic periods such as morning and evening peak times. The usefulness of a right turn lane on for southbound traffic on Towanda Barnes Road has seemed apparent for some time, and McLean County government oversaw a preliminary engineering study which confirmed this need and justification. This improvement to the intersection is scheduled to occur in the 2017-18 fiscal year.

However, more intersection improvements may be forthcoming. Staff of the two governments note that an already challenging intersection has become still-more congested at peak morning drive time for westbound traffic on Ireland Grove Road. The likely cause of recent increased



congestion is the change to school start times initiated this year at Benjamin Elementary School and other Unit 5 schools.

The proposed Intergovernmental Agreement between the City and County does the following:

- Formalizes plans to proceed with the right-turn lane and associated traffic signal upgrade for southbound Towanda-Barnes Road and obligates the City to pay half of costs for the engineering design, construction and traffic signal maintenance.
- Enables an updated intersection design study for the intersection. This could lead to a more extensive upgrade to the intersection in FY 2017-18
- Updates a 2002 agreement for cost sharing for construction, maintenance, and energy costs at this intersection and four others (Exhibit A). All will be 50-50 cost divisions. The intersections and the cost division are identical to the existing agreement. The update is routine.

After the intersection undergoes further study, the consultant will provide the County and the City with an estimated construction budget. As the extent of work has not been fully determined, there is no cost estimate for the construction of the improvements at this time. The City intends to use state Motor Fuel Tax for its share of the cost, and has budgeted \$400,000 in MFT money for the current fiscal year; \$400,000 will be more than sufficient to cover the City's share of design and right-of-way costs, but will not be not enough to cover the construction. Additional MFT funds will be proposed for the FY 2017-18 budget in order to see completion of the project.

The Intergovernmental Agreement is attached along with an MFT Resolution.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: McLean County staff, multi-agency Transportation Technical Committee.

FINANCIAL IMPACT: The MFT resolution appropriates \$64,100 for the City's share of the not to exceed \$128,200 engineering study and design contract. \$400,000 for this project is included in the Motor Fuel Tax-Street Construction & Improvement account (20300300-72530) for the work at this intersection. Stakeholders can locate this in the FY 2017 Budget Book titled "Other Funds & Capital Improvement Program" on pages 10, 273, 279, 294 and 295. Additional funds will need to be budgeted in FY 2018 year for construction.

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Engineering Technician

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:

- MFT Resolution
- IGA
- IGA Exhibit A

Motion: That the Resolution be adopted approving the Motor Fuel Tax for funding, approve the Intergovernmental Agreement with McLean County for cost-sharing, and authorize the Mayor and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

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

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON AND THE COUNTY OF MCLEAN
FOR TRAFFIC SIGNAL UPGRADES AT
TOWANDA BARNES ROAD AND IRELAND GROVE ROAD**

WHEREAS, Article VII, Section 10 of the Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220\1 *et seq.*, permits and encourages local governments to enter into Intergovernmental Agreements to obtain or share services or to exercise, combine, or transfer powers and functions, and;

WHEREAS, the City of Bloomington, hereinafter called “City”, is a municipal corporation and the County of McLean, hereinafter called “County”, is a body corporate and politic, and;

WHEREAS, it is in the best interest of the public health, safety and welfare that traffic studies are performed at intersections of high volume, and;

WHEREAS, the County Highway Department has performed an Engineering Study at the intersection of Towanda Barnes Road and Ireland Grove Road, and;

WHEREAS, a Right Turn Lane is needed and Traffic Control Signal Upgrades are warranted at the intersection of Towanda Barnes Road and Ireland Grove Road, and;

WHEREAS, the City and County agree that the cost of construction and maintenance for the Traffic Control Signals at the intersection of Towanda Barnes Road and Ireland Grove Road should be shared based on the number of legs of the intersection for which each has jurisdiction, and, now:

THEREFORE, be it hereby mutually agreed as follows:

1. The County has had the necessary preliminary engineering performed.
2. The City and County agree to proceed with the construction of the right-turn lane and traffic control signal upgrades and the associated necessary work.
3. The construction shall be budgeted for the summer of 2017, and shall be performed after May 1, 2017.
4. The County shall be the lead agency, and has entered into an Engineering Agreement for a final Intersection Design Study (IDS), the Traffic Signal Design and Intersection & Turn Lane Design.
5. The County will take bids and enter into Contract with concurrence from the City, and supervise the construction of the project.

6. The City shall reimburse the County for Fifty percent (50%) of all costs associated with the project as work progresses, including all engineering, construction and right-of-way costs as incurred.
7. It is also hereby mutually agreed to amend "Exhibit A" of the Intergovernmental Agreement for Maintenance of Traffic Control Devices of September 2002, as hereby attached.
8. The City and County agree to pay their respective proportional shares of maintenance and energy costs to operate the signals identified in Exhibit A in the amounts specified and attributable to each entity in Exhibit A.

APPROVED:

ATTEST:

Mayor Tari Renner (date)
City of Bloomington

Cherry Lawson
City of Bloomington Clerk

Chairman John D. McIntyre (date)
McLean County Board

Kathy Michael
McLean County Clerk

THE LIST OF SIGNALIZED INTERSECTIONS WITHIN THE CORPORATION

THE LEVEL OF MAINTENANCE REFERS TO THE
TRAFFIC SIGNAL MAINTENANCE PROVISIONS IN EXHIBIT B.

EXHIBIT A
MASTER AGREEMENT TABLE
BLOOMINGTON

Loc No	Intersection	MAINTENANCE		ENERGY		Level
		County%	City%	County%	City%	
141	Towanda Barnes Road Ireland Grove Road	50	50	50	50	1
142	Towanda Barnes Road General Electric Road	50	50	50	50	1
143	Towanda Barnes Road Fort Jesse Road	50	50	50	50	1
144	Towanda Barnes Road Oakland Avenue	50	50	50	50	1
145	White Oak Road Dr Martin Luther King Jr Drive	50	50	50	50	1

Approved: September, 2002

Revised: September, 2016



BE IT RESOLVED, by the Council of the
City Bloomington of Bloomington Illinois
that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
Ireland Grove Road		Towanda Barnes Road intersect	

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of Intersection design study, plans, and construction documents.

and shall be constructed _____ wide
and be designated as Section 17-00362-00-PV

2. That there is hereby appropriated the (additional ☐ Yes ☒ No) sum of Sixty-four thousand one hundred dollars
Dollars (\$64,100) for the
improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract per Intergovernmental Agreement with McLean County ; and,
Specify Contract or Day Labor

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

Approved	I, <u>Cherry Lawson</u> Clerk in and for the
Date	City <u>Bloomington</u> of <u>Bloomington</u>
Department of Transportation	County of <u>McLean</u> , hereby certify the
Regional Engineer	foregoing to be a true, perfect and complete copy of a resolution adopted
	by the <u>City Council</u>
	Council or President and Board of Trustees
	at a meeting on <u>September 26, 2016</u>
	IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this
	_____ day of _____
	(SEAL)
	_____ City, Town, or Village Clerk



HIGHWAY DEPARTMENT
102 S Towanda Barnes Road
Bloomington, IL 61705
(309) 663-9445 PHONE
(309) 662-8038 FAX

DATE: February 17, 2017

TO: Chairman Caisley and Members of the McLean County Board Transportation Committee

FROM: Jerry Stokes, County Engineer

**Towanda-Barnes Road (CH 29) – Ireland Grove Intersection Improvements
Section 13-00168-02-FP**

Due to the development of new subdivisions along Towanda-Barnes Road over the last 15 years, there has been an increase in traffic at the intersection of Towanda-Barnes Road. The majority of the traffic is for State Farm going to Corporate South. After complaints of traffic being backed up on Towanda-Barnes Road in the morning and on Ireland Grove Road in the evening and after one fatality and one serious injury at this intersection, an interim intersection design study was completed in 2014.

Interim Intersection Design Study (2014)

- Interim Design study was for a 10 year projection
- Concluded that dual left turn lanes were needed for the eastbound traffic on Ireland Grove Road turning north on to Towanda-Barnes Road
- Study also determined a free flow right turn lane be added for the southbound leg of Towanda-Barnes Road turning right on to Ireland Grove Road
- After study was completed, City of Bloomington (with concurrence from the Highway Department) made modifications to signals, combined the right and through lanes and made two left hand turn lanes. (Southbound was not addressed)

Engineering Services Agreement (2016)

- Agreement entered with Farnsworth Group to design southbound right turn lane
- Part of scope was to look at updated traffic counts for each turning movement
- Results of updated traffic counts showed some turning movements exceeded the 10-year projected amounts in two years
- To accommodate the am/pm peak flows, which was contributed from Unit 5 changing the start time of Benjamin Elementary School, a right turn lane was needed for the westbound traffic from Ireland Grove Road to Towanda-Barnes.

- A right turn lane was also needed for the eastbound traffic from Ireland Grove to southbound Towanda-Barnes to accommodate the through traffic in the evening hours
- The addition of the turn lanes caused the 2014 Interim Intersection Design Study to be updated and approved by IDOT due to the use of Motor Fuel Tax (MFT) Funds
 - o IDOT determined that a complete Intersection Design Study needed to be completed and approved which has 20 year projections

Engineering Related Factors

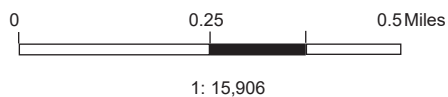
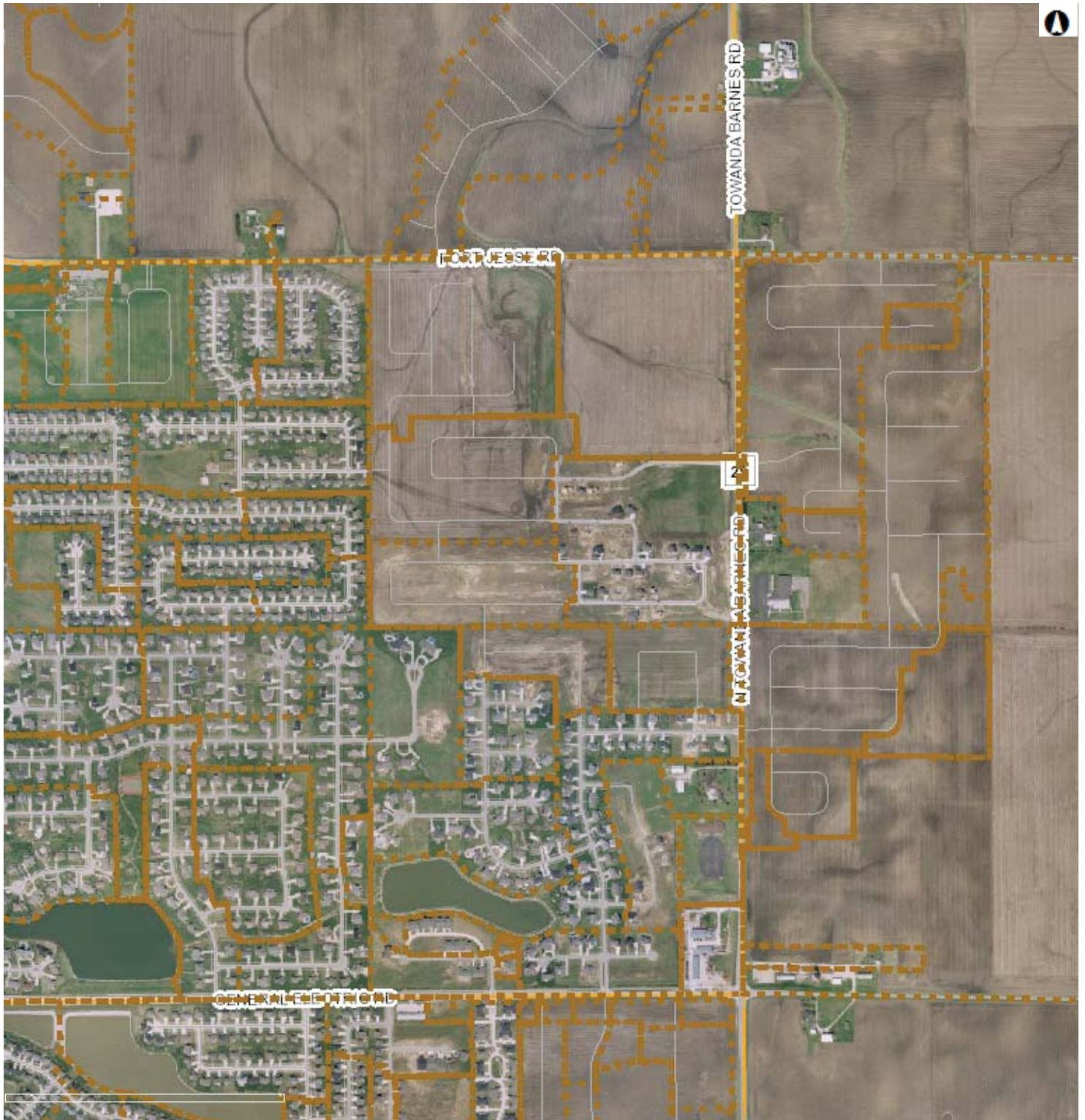
- Traffic has increased on Towanda-Barnes and Ireland Grove
- 33 accidents at this intersection since 2012 due to the increased traffic
- Cornerstone Christian Academy opened 2003, 417 current students with 100% drop-off
- Benjamin Elementary opened 2010, 560 current students
- Grove Subdivision
 - o 66% of the subdivision still to be developed
 - o Trip generation is increased for future growth based on full build out
- 2% growth on Towanda-Barnes Road, 1.5% growth on Ireland Grove
- The Design Hourly Volumes from the 1999 Intersection Design Study versus the current volume and 2037 volumes from the 2017 Intersection Design Study (See attached)
- See attached aerial maps for 2001 and 2014 for subdivision development along Towanda-Barnes Road

After discussions with the engineering staffs from McLean County and the City of Bloomington, it was determined to accommodate the additional traffic and plan for future traffic instead of having to come back and modify the intersection in 10 years hoping to save money.

Towanda-Barnes Road - Ireland Grove Road Design Hourly Volumes

		1999 IDS	2017 IDS	2017 IDS
		2019 Design Hourly Volume	Current Design Hourly Volume	2037 Design Hourly Volume
Towanda-Barnes Road	Southbound right turn lane	229 (213)	859 (435)	1,047 (530)
	Southbound thru lane	781 (937)	251 (525)	306 (640)
	Southbound left turn lane	31 (36)	154 (141)	231 (270)
Towanda-Barnes Road	Northbound right turn lane	60 (48)	(35) 35	(53) 75
	Northbound thru lane	968 (798)	538 (363)	656 (443)
	Northbound left turn lane	462 (345)	394 (172)	480 (209)
Ireland Grove Road	Westbound right turn lane	44 (30)	158 (137)	264 (255)
	Westbound thru lane	98 (49)	399 (132)	689 (240)
	Westbound left turn lane	36 (43)	20 (13)	39 (25)
Ireland Grove Road	Eastbound left turn lane	213 (49)	217 (733)	252 (850)
	Eastbound thru lane	49 (109)	179 (259)	262 (499)
	Eastbound right turn lane	347 (493)	79 (293)	92 (340)

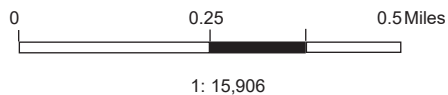
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Notes



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Notes

**INTERGOVERNMENTAL AGREEMENT
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WHEREAS, the City of Bloomington, hereinafter called "City", is a municipal corporation and the County of McLean, hereinafter called "County", is a body corporate and politic, and;

WHEREAS, it is in the best interest of the public health, safety and welfare that traffic studies are performed at intersections of high volume, and;

WHEREAS, the County Highway Department has performed an Engineering Study at the intersection of Towanda Barnes Road and Ireland Grove Road, and;

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3. The construction shall be budgeted for the summer of 2017, and shall be performed after May 1, 2017.
4. The County shall be the lead agency, and has entered into an Engineering Agreement for a final Intersection Design Study (IDS), the Traffic Signal Design and Intersection & Turn Lane Design.
5. The County will take bids and enter into Contract with concurrence from the City, and supervise the construction of the project.

6. The City shall reimburse the County for Fifty percent (50%) of all costs associated with the project as work progresses, including all engineering, construction and right-of-way costs as incurred.
7. It is also hereby mutually agreed to amend "Exhibit A" of the Intergovernmental Agreement for Maintenance of Traffic Control Devices of September 2002, as hereby attached.
8. The City and County agree to pay their respective proportional shares of maintenance and energy costs to operate the signals identified in Exhibit A in the amounts specified and attributable to each entity in Exhibit A.

APPROVED:

Tari Renner 9/30/16
Mayor Tari Renner (date)
City of Bloomington

John D. McIntyre 9-20-2016
Chairman John D. McIntyre (date)
McLean County Board

ATTEST:

Cherry Lawson
Cherry Lawson
City of Bloomington Clerk

Kathy Michael
Kathy Michael
McLean County Clerk

THE LIST OF SIGNALIZED INTERSECTIONS WITHIN THE CORPORATION

THE LEVEL OF MAINTENANCE REFERS TO THE
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EXHIBIT A
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145	White Oak Road Dr Martin Luther King Jr Drive	50	50	50	50	1

Approved: September, 2002

Revised: September, 2016

Intersection Improvements: Towanda Barnes Rd at Ireland Grove Rd

Jim Karch, PE CFM
Director of Public Works



Bloomington City Council Regular Meeting: October 23, 2017

Project Details

- Add left and right turn lanes to each part of the intersection of Towanda Barnes Road and Ireland Grove Road
- Widen intersection to allow more vehicles per stoplight cycle
 - No plans to widen Ireland Grove Road east of this intersection
- Design approved by IDOT
- Est. \$1.6 million for construction
- Costs split 50/50 with McLean County

CAPACITY DESIGN STUDY											
S/R	PHASE	AREA	INTERSECTION DELAY	PEAK HOUR FACTOR	0.65 AM / 0.95 PM	0.65 AM / 0.95 PM	0.65 AM / 0.95 PM	0.65 AM / 0.95 PM	0.65 AM / 0.95 PM	0.65 AM / 0.95 PM	0.65 AM / 0.95 PM
SEC. CYCLE	ACTUAL	AVERAGE	INTERSECTION DELAY	SEC. CYCLE	SEC. CYCLE	SEC. CYCLE	SEC. CYCLE	SEC. CYCLE	SEC. CYCLE	SEC. CYCLE	SEC. CYCLE
APPROACH	(A) TOWANDA BARNES RD	(B) TOWANDA BARNES RD	(C) IRELAND GROVE RD	(D) IRELAND GROVE RD	(E) IRELAND GROVE RD	(F) IRELAND GROVE RD	(G) IRELAND GROVE RD	(H) IRELAND GROVE RD	(I) IRELAND GROVE RD	(J) IRELAND GROVE RD	(K) IRELAND GROVE RD
BUS STOP CONDICTION	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
PARKING MANUEVERING	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
PEDESTRIANS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
ARRIVAL TYPE	2	3	3	3	3	3	3	3	3	3	3
LANE UTILIZATION FACTOR	1.0	1.0	1.0	1.0	1.0	0.971	1.0	1.0	1.0	0.982	1.0
BASIC SATURATION FLOW	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
D = DISTANCE	197'	256'	N/A	334'	297'	311'	384'	208'	33'	289'	210'
LANE GROUP	L	R	L	R	L	R	L	R	L	R	L
LANE WIDTHS	12'	12', 12'	12'	14'	12'	12'	12'	12'	12'	12'	12'
GREEN TIME (SECONDS)	A.M. 20	20	10	24	14	24.5	15.5	25.5	19	19	29
GREEN TIME (SECONDS)	P.M. 26	16	26	16	26	24.5	24.5	34.5	12	12	22
G/C RATIO	A.M. 0.24	0.22	0.25	0.21	0.21	0.28	0.28	0.39	0.22	0.22	0.34
P.M. 0.31	0.19	0.31	0.19	0.29	0.29	0.41	0.41	0.14	0.14	0.14	0.26
LANE GROUP DELAY (SECONDS)	A.M. 40.4	45.6	38.6	49.4	40.8	46.7	16.6	36.3	48.9	22.6	22.6
P.M. 30.0	43.4	25.4	36.2	31.0	43.4	16.0	31.0	33.7	26.7	26.7	26.7
V/C RATIO	A.M. 0.78	0.72	0.87	0.88	0.81	0.81	0.14	0.10	0.31	0.50	0.50
P.M. 0.74	0.79	0.56	0.86	0.77	0.88	0.47	0.10	0.46	0.57	0.57	0.57
LEVEL OF SERVICE	A.M. D	D	D	D	D	C	D	B	C	D	C
P.M. C	D	D	D	D	D	B	C	C	C	C	C
2007 50TH MAX. HOUR TRAFFIC	A.M. 397	251	394	584	217	233	79	36	625	239	239
P.M. 240	525	172	431	733	457	293	23	219	233	233	233
2017 8TH MAX. HOURLY TRAFFIC	A.M. 206	453	255	451	255	451	255	451	255	451	255
P.M. 354	276	276	276	276	276	276	276	276	276	276	276

NOTES: SOUTHWEST RIGHT TURN IS FREE FLOWING

DISTANCE IS CALCULATED FROM: STORAGE LENGTH (FT) = (1-G/C)XVXVX/STRUCKS/100X2X25

(X) CYCLES PER HOUR X TRAFFIC LANES

TRAFFIC DATA

GREEN = YELLOW + ALL RED

A.M. PHASING DIAGRAM

TRAFFIC DATA

GREEN = YELLOW + ALL RED

P.M. PHASING DIAGRAM

TRAFFIC DATA

GREEN = YELLOW + ALL RED

A.M. PHASING DIAGRAM

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P.M. PHASING DIAGRAM

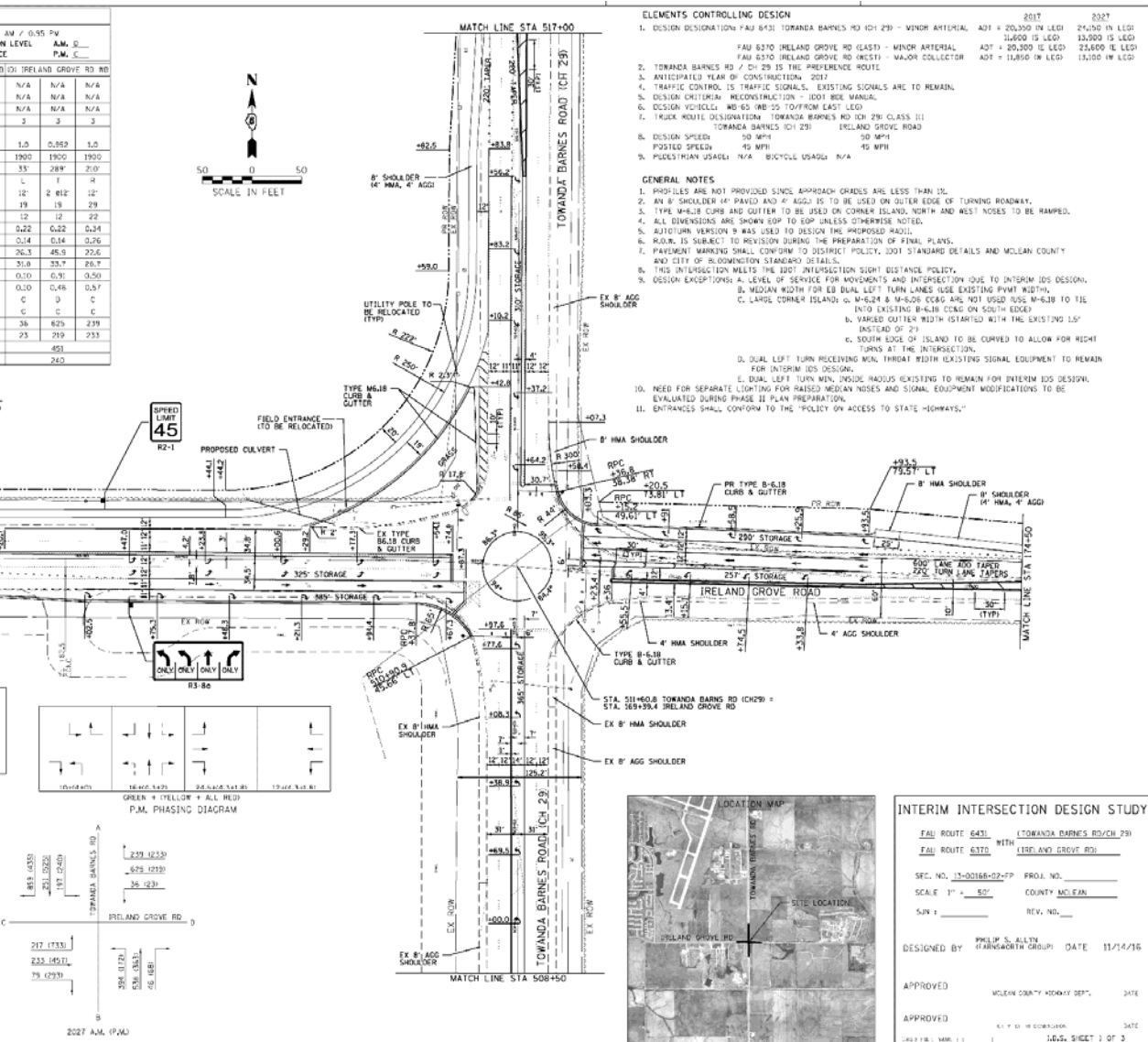
TRAFFIC DATA

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A.M. PHASING DIAGRAM

TRAFFIC DATA

GREEN = YELLOW + ALL RED



Project Justification: 2004 to 2017 Traffic Data

Traffic Volume Increase from 2004 to 2017

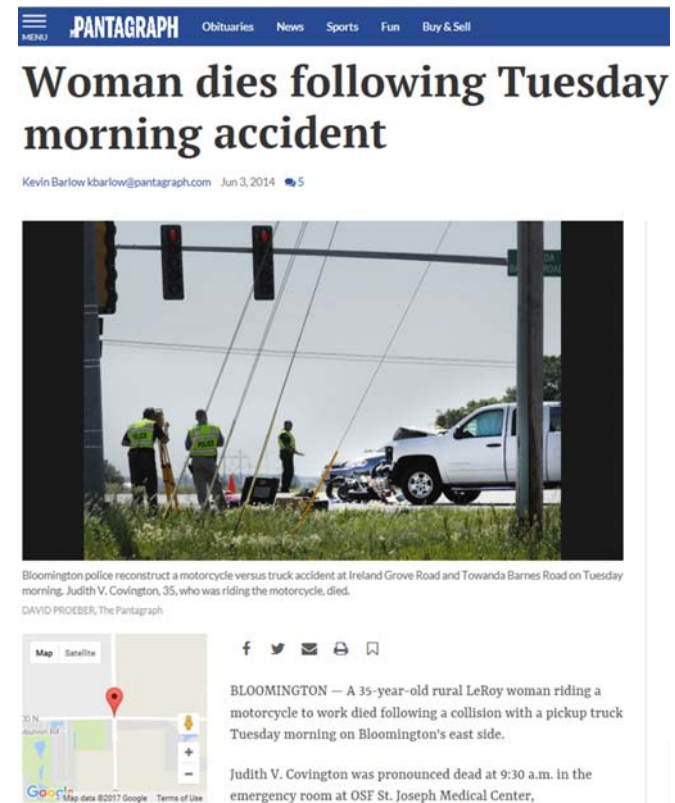
Towanda Barnes Rd	Year	ADT	Increase	% Increase
North Side of Intersection	2004	10,698	3,846	35.95%
	2017	14,544		
South Side of Intersection	2004	9,531	11	12.00%
	2017	9,542		

Ireland Grove Rd	Year	ADT	Increase	% Increase
West Side of Intersection	2004	7,000	5,073	72.47%
	2017	12,073		
East Side of Intersection	2004	1,855	3,077	165.88%
	2017	4,932		

Based on 2017 data, approximately 15 million vehicles use this intersection in one year.

Project Justification: 2012 to 2017 Crash Data

- Total number of crashes: 36
 - Rear-end crashes: 22
 - Angle / Turning crashes: 13
 - Fixed Object crashes: 1
 - Property Damage: \$54,000+
 - These numbers include 1 fatality from June 2014
- Majority of crashes on Towanda Barnes occur during peak morning traffic
- Majority of crashes on Ireland Grove occur during peak evening traffic



Project Justification: 2012 to 2017 Crash Data

- Same amount of crashes as Towanda Barnes and Route 9
- Three times the amount of crashes when compared to other roads that intersect Towanda Barnes
 - Raab (11 crashes)
 - Fort Jesse (12 crashes)
 - GE (12 crashes)

**SUMMARY MINUTES
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS
MONDAY, October 23, 2017; 7:00 P.M.**

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, October 23, 2017.

The Meeting was called to order by Mayor Renner.

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

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

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

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

Recognition/Appointments

- A. Recognition of Achievement to Colleen Winterland for earning a Certification from the Illinois Public Service Institute; American Public Works Association – Illinois Chapter.
- B. Appointment of Mark Muehleck to the Planning Commission.
- C. Appointment of the following individuals to the Public Safety and Community Relations Board William Bennett, Robert Bosquez, Surena Fish, Janet Lancaster, Sally Rudolph, Arthur Taylor, and Jeffery Woodard.

Public Comment

Angela Scott	Leon Kaeb	Lee Eutsey
Doug Rutter	Aaron LeNeve	Scott Stimeling
Donna Bolen	Judy Stearns	

Mayor Renner wanted clarification on the changes that are coming forward under Chapter 29 pertaining to the bus locations downtown, and he had suggested that there were Bob's Blue Night was given some special attention.

Assistant Police Chief Ken Bays stated that was inaccurate and explained that he had spoken with the sergeant who is in charge of the detail to inquire about how Bob's Blue Night accesses the parking lot.

Motion by Alderman Black and seconded by Alderman Mwilambwe that an Ordinance be adopted to Codify a Taxicab/TNC Vehicle Stand and Amending Provisions of said Chapter Pertaining to On-Street Accessible Parking Locations and Streets with Truck Traffic Prohibited be adopted, 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 Painter, Mathy, Sage, Mwilambwe, Buragas, Schmidt, Black, Hauman and Bray.

Nays: None

Motion carried.

Regular Agenda

The following was presented:

Item 8A: Consideration of a Motor Fuel Tax Resolution for an additional \$900,000 for intersection design, plans, construction documents, right-of-way, utility relocation, and construction for intersection of Towanda Barnes Road and Ireland Grove Road. *(Recommend the Motor Fuel Tax Resolution for an additional \$900,000 for intersection design, plans, construction documents, right-of-way, utility relocation, and construction for intersection of Towanda Barnes Road and Ireland Grove Road be approved and the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Jim Karch, Public Works Director 5 minutes, Council discussion 10 minutes.)*

Mr. Karch stated this intersection has been brought to you in September of 2016. There were some preliminary discussions and an intergovernmental agreement that we talked about whenever we are trying to solve what is considered to be the worst crash rate intersection for McLean County.

Mayor Renner asked for clarification as we are not talking about the worst anywhere in the City of Bloomington, just outside of Bloomington and Normal in areas that are lightly populated.

Mr. Karch stated, this would not be within the City of Bloomington's top ten crash rate intersections, but for the County outside of the City of Bloomington, that is correct. When we first discussed this in 2016, that was before we had to comply with a lot of different Motor Fuel Tax intersection design City requirements and were hoping to be able to make this intersection a lot easier to be able to solve some of the traffic concerns that we were seeing.

Alderman Mwilambwe asked about the impact on the intersection of Ireland Grove and Stride Drive, and stated he had received a number of concerns about that.

Alderman Black stated one of the things he tries to do when prioritizing projects is to review the comments from the public feedback. He would rather see some of that \$700,000 that we have already budgeted and potentially up to \$900,000 and go towards multiple projects that we could do throughout our community that make a big impact and stated he would be voting no on this.

Alderman Schmidt state she had been receiving a lot of negative feedback on this and was inclined to make a motion to send this back to our own Transportation Commission.

Alderman Painter asked Mr. Karch to explain what the City could spend most fuel tax money and wanted to know if it could be used to repave our roads.

Mr. Karch responded, traditionally the City of Bloomington has utilized motor fuel tax for our larger infrastructure jobs, but there are a lot of things the City can use Motor Fuel Tax funds on and stated that it could be used to repave road in the City.

Alderman Mathy asked Mr. Karch if knew how many of the crashes were caused by people who were speeding on that road. Mr. Karch replied that he did not know.

Alderman Mathy wondered if this was an overreaction and if there were things we could do like flashing signs that say there is congestion ahead to try to get people to slow down and raise awareness of what we are doing because this is a lot of money to spend on the fringe of the community.

Alderman Bray stated that she felt when talking about public safety and our roads, this is infrastructure. This is the priority. If we need to do things to slow down the speed limit through there, then perhaps that is something we need to do. She added that she would be supportive of sending this back but at the same time, did not see this as some kind of a luxury non-need when again we have heard time and again from our citizens that they prioritize infrastructure and this is it.

Alderman Mwilambwe referenced Alderman Schmidt's proposal to send it back to the Transportation Committee and wanted to be sure in terms of timelines. He echoed what Alderman Bray said in terms of infrastructure and safety because looking at the crash data, we have had one fatality. If this happened to be a school bus, we would have a different conversation. It would include a lot more people so that is something we need to keep in mind, as well.

Jim Karch answered there was a joint intergovernmental meeting today where staff had an opportunity to speak with Chairman McIntyre and the Mayor. They were supportive of allowing some additional vetting of this. From a project perspective, we have discussed with the county engineer, we are still able to, and it is not definitive if it is not tonight.

Alderman Black questioned the motion that has been made. If this were to pass and it gets sent back to the Transportation Commission, what would their charter be to review and make a recommendation on what is presented or to come with alternatives to what has been presented? What does that do to the County's timeline? I do not want to vote on something without thinking about our governmental partners.

Mr. Karch stated, staff would add the item to the next agenda. It would be added to the November Transportation Commission agenda for discussion, and we would ask for them to take some action on it so we can bring that back to the Council for some additional discussion in the next 30, 60 to 90 days.

Mr. Hales stated, it would be helpful for the Transportation Commission to receive a copy of the engineering report that was done and for them look at other City of Bloomington intersections and show the comparative crash data on an annual basis.

Alderman Black recommended including the Transportation Commission bids from the County that were provided.

Alderman Mathy commented that he would like to see some information on what the additional ongoing maintenance costs of doubling the size of the intersection would be.

Motion by Alderman Schmidt seconded by Alderman Mathy to send this item to the City of Bloomington Transportation Commission to review the engineering report and understand the safety issues regarding Towanda Barnes and Ireland Grove Roads intersections, review the City of Bloomington interactions and compare the five year crash data as well as cost factors for ongoing maintenance of these roads.

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

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

Nays: None

Recuse: Alderman Amelia Buragas

Motion carried.

The following was presented:

Item 8B: Consideration of an Ordinance providing for the City to petition to annex certain properties located in the City of Bloomington into the Bloomington Normal Water Reclamation District. *(Recommend an Ordinance providing for the City to petition the Bloomington Normal Water Reclamation District to annex the City owned properties Ewing Park I, Ewing Park II and the adjacent City bridle path and further providing and allowing for certain other properties located in said area to join said Annexation Petition and that the Mayor and City Clerk be authorized to execute the necessary documents. (Presentation George Boyle, Assistant Corporation Counsel 5 minutes, Council discussion 10 minutes.)*

ORDINANCE NO. 2017- 95

AN ORDINANCE AUTHORIZING AN ANNEXATION PETITION FOR CERTAIN PROPERTIES LOCATED IN THE CITY OF BLOOMINGTON INTO THE BLOOMINGTON NORMAL WATER RECLAMATION DISTRICT

Minutes of the Transportation Committee

The Transportation Committee of the McLean County Board met on Tuesday, October 3, 2017 at 8:00 a.m. in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois.

Members Present: Chairman Caisley, Members Metsker, Robustelli, Martin, Cavallini and Barnett

Members Absent:

Other Members Present:

Staff Members Present: Mr. Bill Wasson, County Administrator, Mr. Don Knapp, First Assistant State's Attorney Civil, Mr. Eric Schmitt, Administrative Services Ms. Diana Hospelhorn, Recording Secretary

Department Heads Present: Mr. Jerry Stokes, County Engineer, Mr. Luke Hohulin, Assistant County Engineer

Others Present:

Chairman Caisley called the meeting to order at 8:02 a.m. He stated that the first item for action is approval of the minutes from the August 15, 2017 Stand Up Transportation Committee Meeting and the September 5, 2017 Transportation Committee Meeting.

Motion by Cavallini/Martin to recommend approval of the minutes from the August 15, 2017 Stand Up and September 5, 2017 Transportation Committee Meeting.
Motion carried with Member Barnett abstaining.

Chairman Caisley asked the Committee to review the bills for September 30, 2017. The prepaid total is \$1,403,510.70.

MCLEAN COUNTY BOARD COMMITTEE REPORT

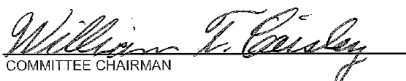
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AS OF 9/30/2017

EXPENDITURE SUMMARY BY FUND

Transportation Committee

FUND	FUND TITLE	PENDING TOTAL	PREPAID TOTAL	FUND TOTAL
0120	HIGHWAY		\$314,569.18	\$314,569.18
0121	BRIDGE MATCHING FUND		\$688,324.21	\$688,324.21
0123	MOTOR FUEL TAX		\$400,188.85	\$400,188.85
0501	TOWNSHIP MOTOR FUEL TAX		\$428.46	\$428.46
			\$1,403,510.70	\$1,403,510.70


COMMITTEE CHAIRMAN

Motion by Robustelli/Martin to recommend payment of the September 30, 2017 bills as submitted by the County
Motion carried.

Chairman Caisley presented items for information – Towanda Barnes Road / Ireland Grove Road Intersection Presentation.

Mr. Stokes gave a presentation on the Towanda Barnes / Ireland Grove Road Intersection. He thanked Administration and Mr. Luke Hohulin for their assistance in preparing this presentation. Mr. Stokes gave an overall history of the growth north of Route 9 from 2001 – 2014 pointing out the subdivision development of 3,400 new residences. He advised that with this traffic, combined with the additional commuter traffic, we began to see congestion and accidents turning right from Towanda Barnes to Ireland Grove Road. An Interim IDS approved by IDOT used 10-year projections and called for a free flow southbound right turn lane with the addition of double left turn lanes for the p.m. traffic going eastbound on Ireland Grove Road. The design project was done in 2014. Signal timings were adjusted and the double left turn lanes were marked but this did not address the southbound Towanda Barnes traffic.

Mr. Stokes went over traffic volume increases from 2004-2017:

Towanda Barnes

- North side of intersection 35.95%
- South side of intersection 0.12%

Ireland Grove Road

- West side of intersection 72.47%
- East side of intersection 165.88%

Mr. Stokes continued with the Accident Data from 2012-2017 noting that the majority of accidents on Towanda Barnes are during the a.m. peak hours and the p.m. peak hours on Ireland Grove Road. There were 36 accidents between 2012-2017 including one fatality. He compared these totals with other major intersections pointing out that the total is three times that of the intersections at Raab Road, Fort Jesse Road and GE Road.

Mr. Stokes stated that Cornerstone Christian Academy, Benjamin Elementary and Evans Junior High School have all contributed to the increase in traffic. He stated that in 2013 Unit 5 Schools did redistricting and in 2016 changed scheduling.

Ms. Metsker asked if the County has any input in regards to the redistricting of Unit 5 schools. She believes that as a stakeholder, traffic patterns should be discussed before redistricting is done. We need to be a part of these conversations. Mr. Stokes responded that there were no conversations with Unit 5 when the redistricting was done. Moving forward the Department will reach out to be included.

Mr. Barnett agreed. The County should be a part of the redistricting conversations. He referenced the problems the Town of Normal experienced when Normal Community High School was built. He suggested that the County Board members also reach out to the members of the School Board.

Mr. Wasson added that the infrastructure costs the Town of Normal incurred were substantial, however the \$7,000,000 road improvement costs that the County incurred to upgrade Towanda Barnes from Fort Jesse to Raab Road was also significant. Neither the Town of Normal nor the County were involved in those conversations. Schools do not currently require any type of special use process to site in those locations.

Ms. Metsker reiterated that she believes that the County should reach out and make the school districts aware of the costs incurred by the County.

Mr. Wasson stated the County does participate and have conversations with school districts when they are given the opportunity. We do not have the authority to bring them to the table each and every time. The system can be improved.

Mr. Robustelli noted that these schools are ultimately being built under the Town of Normal or the City of Bloomington Zoning rules and regulations. He suggested that if their zoning allows for a school in that location, it would at best be a courtesy by the municipality to check with the County for an impact analysis of the County highway system.

Mr. Stokes stated that in 2016 Unit 5 changed their school starting times. This created additional traffic volumes to design hourly volume on the east bound and west bound lanes. The Ireland Grove east leg traffic design hourly volume more than doubled from 2014 – 2017. He advised that the IDOT Design Manual states that “The use of right-turn lanes at intersections can significantly improve operations at any signalized intersections where the right-turning volume is greater than 150 vph...” The intersections peak hour turning movements increased significantly higher than 150 vph when the school starting time changed. With the increased traffic volumes, IDOT was contacted and revisions were needed on the intersection design study. IDOT advised that with these traffic counts, we would have to do a full intersection design study using MFT funding. He stated that the new IDS still required dual left turns and the free flow right but now called for additional right turn lanes on the east bound and west bound Ireland Grove Roads. This required a complete redesign of the intersection.

Mr. Stokes advised that another safety issue is the northbound Towanda Barnes left turning traffic is cutting through the public access road by the Pony Ball Fields. This creates a safety issue when they cross three lanes of traffic at peak times of the day to get on to westbound Ireland Grove Road. He presented a pictorial of the situation.

Ms. Metsker stated that with the possible danger, have we had discussions with the City of Bloomington to block the road to eliminate the situation. Mr. Wasson responded that

this is a commercial subdivision, platted with design and approval of the City of Bloomington. A closure may cause ramifications relative to the owners of the property. Mr. Stokes added that the road is used by the Pony Fields. He advised that the proposed design does include a concrete barrier island on Ireland Grove Road. This will prohibit traffic from turning left onto Ireland Grove Road from the eastern most entrance.

Mr. Schmitt advised that conversations have taken place with the City of Bloomington staff. This intersection is not on their top ten list of intersections, which considers the number of accidents per number of cars using the intersection. This is not a high percentage because of the volume of traffic. He stated that when traffic control signals are placed at an intersection in an urban area, this automatically increases the number of rear-end collisions. These 22 accidents of the 36 accidents are low severity. The remaining 14 are higher severity. We currently have had one fatality. What we have here vs what the City has is here the speed limits are 45 mph with traffic moving at 55 mph -60 mph, increasing the severity. Most City intersections are 30 mph on all four legs.

Mr. Robustelli stated that in the last five years, 75,000,000 people have crossed through this intersection with 36 reported accidents with the majority being rear-end crashes. Mr. Robustelli asked if it is reasonable to have an expectation that we will see 1-3% increased traffic and that these numbers are just what we can expect from high volume intersections. Mr. Schmitt responded that these high volumes of traffic are higher than at Towanda Barnes Fort Jesse Road, GE Road and Raab Road. What makes this more of a problem is the Daily High Volume - DHV. Traffic spread throughout the day creates less conflict. When Unit 5 changed their starting times, the percentage of traffic drastically changed, putting all the traffic going to State Farm, Cornerstone, and Unit 5 Schools there at the same time. This is similar to the problem experienced at Towanda Barnes and Raab Road.

Mr. Hohulin added that when traffic counts were done he looked at the 85th percentile, the speed 85% of traffic is traveling. He noted that the 85th percentile speed on the southbound leg was 57 mph. The maximum speed was 67 mph. The 85th percentile speed on the northbound leg was 55 mph with the maximum being 69 mph. These speeds increase the severity of potential accidents. Getting traffic through the intersections safer and more efficiently is the purpose of the project.

Ideas to help reduce speed were discussed.

Mr. Stokes went through potential alternatives:

- Modify school start times – Cornerstone and Unit 5 were contacted. They are both in support of this project; however changing start times is unrealistic.
- Shorten turn lane storage/lengths.
- Change southbound thru/right lane to right turn lane only.
- Build southbound right turn lane using local funds.

Mr. Stokes stated that it is his recommendation that improvements are needed to the intersection of Towanda Barnes Road and Ireland Grove Road. He summarized these improvements:

- A free-flow right turn lane for the southbound traffic on Towanda Barnes.
- Additional right turn lanes on Ireland Grove Road for the approaches to Towanda Barnes Road.
- Other geometric, drainage and signal improvements.

Mr. Stokes presented two potential intersection improvement costs:

1. Build full intersection improvement – IDOT approved design - \$1.6Million MFT funds – 50/50 split with the City of Bloomington.
2. Mill and repave only Towanda Barnes using \$250,000 local funds. This does not address any safety issues or traffic congestion - 6% increase to another project using MFT funds.

He advised that it is the recommendation the McLean County Highway Department to proceed with Option 1 and improve the intersection of Towanda Barnes Road and Ireland Grove Road according to the Intersection Design Study (IDS) approved by IDOT on April 18, 2017 showing the analysis and configuration of the needed improvements. The IDS shows that the current intersection is over capacity and improvements are necessary to accommodate the existing traffic.

Mr. Stokes stated that Towanda Barnes continues to be a major thoroughfare for commuters from rural McLean County, the City of Bloomington and Town of Normal traveling to major employers and schools located in the area. These improvements are needed to reduce the number and severity of future accidents. This intersection has the highest number of accidents on the County Highway system. The proposed improvements will also relieve the congestion and delays that frequently occur at this intersection

Ms. Metsker asked where the City of Bloomington stands on this project. Mr. Stokes responded that City staff would recommend approval of the project to their Council after action is taken at the County. The County is the lead agency on the project.

Mr. Robustelli stated that after our earlier discussion, the Mayor of Bloomington said there was a communication breakdown. We need some indication that this is still supported. This piece of the puzzle is very important in the decision making process.

Mr. Robustelli referred to Option 2. There are two safety issues that regardless of the outcome that can be addressed:

1. People are driving too fast on Towanda Barnes. Engage the Sheriff and Bloomington Police.
2. Place a no left turn sign on Towanda Barnes to eliminate the pass through problem.

He believes that these safety issues can be addressed now, whether we move forward with the project or not.

Mr. Stokes stated that the Department needs to move forward for approval of the funding to purchase right-of-way and relocate utilities if needed.

Ms. Metsker still questions the City of Bloomington's willingness to move forward on the project.

Mr. Cavallini questioned who should lead in the approval process. He suggested that we have a joint meeting with the City of Bloomington.

Mr. Barnett stated that attending the open house it was clear the City of Bloomington staff is enthusiastically in favor of the project. He also questions the City of Bloomington's elected official's willingness to move forward with this project. He noted that Bloomington's Comprehensive Plan shows a push within the City to focus on regeneration of the core rather than focus on the outer ring of the community. Mr. Barnett would like to postpone Committee action until the City of Bloomington takes action.

Mr. Wasson clarified that, although we are not taking action on the project today, the project is included in the Capital Budget.

Chairman Caisley is in favor of the County moving forward with the project for the safety of the community. We are unable to fund the project without the support from the City of Bloomington.

Mr. Johnson questioned where the project would be if the County passes it and the City of Bloomington does not. Mr. Stokes responded that the project would not move forward without approval from both entities.

Mr. Johnson stated that our approval is showing our commitment to public safety. It is not forcing the City of Bloomington's support.

Ms. Metsker disagreed. She believes that the City of Bloomington would feel the County is forcing the project. Before we make a decision, we have to know where the elected officials stand on the project.

Mr. Johnson asked when the last meeting with the City of Bloomington staff was and what the outcome was. Mr. Stokes responded that they met with the City of Bloomington a week and a half ago to discuss the timing on getting the funding approved. The City will present the proposal to the Council once the County has approval.

Mr. Wasson stated that Administration has had conversations with the Interim Mayor, the City of Bloomington Manager and the Deputy City Manager on this subject. We

recognize that our partner in this project may have different priorities at this time than we do. He advised that the feedback received from City staff and some council members is that they are not sure if they would be able to support the project. No one expressed that the County would be blamed or that there was any negative connotation to the County for doing the work they have done with respect to the intersection.

Mr. Wasson advised that we do need to recognize that as partners in this project, that we may have different priorities at any given time. This does not preclude us from continuing forward with the project or continue communications with the City of Bloomington staff or elected officials.

Ms. Metsker stated that no action is necessary today other than approval of the FY 2018 Recommended Budget.

Mr. Robustelli suggested that Chairman Caisley have a conversation with the Mayor and report back to the Committee.

Mr. Martin stated that he believes we should take a stand and go forward with the project. The signage and enforcement would be advantageous to be done now.

Mr. Stokes stated that the next step would be to present in November Resolutions appropriating funds for MFT and Matching expenditures. At the following Council meeting the City of Bloomington would do the same.

Chairman McIntyre suggested that due to the safety issue, asking for Public support from Unit 5 and State Farm. He stated that the issue is not only speed; it is also time of day and urgency. If the project is not done, the safety problem is still there. We need a solution.

Mr. Robustelli asked if we could get a letter of support from the City of Bloomington Mayor's office. He suggested everything be presented at the November Committee meeting.

Mr. Donald Knapp, First Assistant State's Attorney, Civil stated that it seems to be the will of the Committee to approve the Capital Budget as presented. In November one of two things will be done:

1. Find there is no support from the City of Bloomington and amend the budget to include \$250,000 for option #2.
2. Present the necessary Resolutions to the Committee in November.

Chairman Caisley continued with the Project Summaries.

Mr. Stokes stated that the Trent Bridge on CH 29 was opened to the public on September 27, 2017. All major work is completed. Final paper work is being done.

Mr. Stokes presented the final construction cost of the Towanda Barnes Road resurfacing project reporting the project came in \$100,000 under the original bid.

Mr. Stokes advised that the Roselands Bridge located on CH 8 is open. The Department is finishing the final paperwork. The bridge opened on September 5th.

Mr. Stokes reported that the major construction is complete on the Lexington Resurfacing project.

Chairman Caisley continued with the only item for action, the FY 2018 Budget and 5 Year Plan Review.

Mr. Stokes reported that the Highway Department operates primarily from four different tax funds. Three of these are property tax based:

1. 0120 Highway Fund - Primary operating fund used for the day to day operations of the Department.
2. 0121 Bridge Fund - Used for the construction and maintenance of County and Township bridges and culverts.
3. 0122 Matching Tax Fund - Used to match Motor Fuel Tax, Federal and State funds and can only be used for engineering, construction and right-of-way acquisition on construction projects.

The fourth fund, 0123 MFT Fund is derived from the State Motor Fuel Tax. MFT Funds are used for construction and maintenance of our County Highway System. This fund has more regulation regarding its use than the other three funds.

Mr. Stokes presented the FY 2018 Recommended Budget. He stated that the first fund to be addressed is the Highway Fund - 0120. The Highway Fund is the Highway Department's General Operating Fund used for some construction, some salaries, equipment purchases, and daily operations. He added that 75% of the revenue for this fund comes from General Property Tax. The remaining revenue is received from:

- Commodities sold to Townships and Municipalities
- Engineering services provided for Townships
- Equipment Rental reimbursement from Motor Fuel Tax
- Permits and Road Use Agreement fees
- Fund Balance

He presented highlights of the FY 2018 Recommended Budget.

REVENUE:

401.0001 General Property Taxes: This line item account went up \$34,000 in the FY 2018 Recommended Budget from \$2,865,636 FY 2017 to \$2,899,958 FY 2018.

EXPENDITURES:

Personnel: 500 Line Items:

Four employees qualify for the Volunteer Retirement Program. Mr. Wasson noted that Administration currently has no signed contracts.

Materials and Supplies

6008.0001 Gasoline/Oil/Diesel Fuel: has decreased 12% from \$300,000 FY 2017 to \$265,000 FY 2018. The decrease reflects lower fuel prices.

621.0001 Non Major Equipment: increased \$5,000, which was moved from Office Equipment.

Contractual Services: have increased due to increases in Capital Improvements, the increase in computer drafting program and includes the tractor lease and durapatch rental.

Capital Assets

Mr. Stokes stated that there are no Capital Improvement projects. Improvements will be more maintenance to County Highways.

Mr. Stokes referred to the handout reflecting the under \$10,000 items to be replaced or added in FY 2018:

	Price Each	Net Budget Cost
➤ 3 New Snow Plows	\$7,500	\$21,000
➤ 3 New Salt Spreaders	\$3,000	\$9,000
➤ Traffic Counters -4	\$1,500	\$6,000
Sub Total		\$38,000

Mr. Stokes continued with the over \$10,000 items:

	Price	Trade in	Net Trade in
Tandem Dump Truck			
Cab and Chassis	\$103,000	\$30,000	\$73,000
New dump body, hoist and hydrlics	\$56,000		\$56,000
Hydraulic Wing Plow	\$13,000		\$13,000
Net Budget	\$172,000		\$142,000
Tandem Dump Truck	\$103,000	\$27,000	\$76,000
New dump body, hoist and hydrlics	\$56,000		\$56,000
Hydraulic Wing Plow	\$13,000		\$13,000
Net Budget	\$172,000		\$145,000

Tandem Dump Truck	\$103,000	\$25,000	\$78,000
New dump body, hoist and hydrlics	\$56,000		\$56,000
Hydraulic Wing Plow	\$13,000		\$13,000
Net Budget	\$172,000		\$147,000
Truck 102	\$27,000	\$4,000	\$23,000
Net Budget			\$23,000
Backhoe w/ hammer	\$145,000	\$65,000	\$80,000
\$45,000 guaranteed buy back			
Net Budget			\$80,000
Backhoe Trailer	\$27,500	\$5,000	\$22,500
Net Budget			\$22,500
Truck 151	\$28,000	\$3,000	\$25,000
Sub Total			\$584,500

Mr. Stokes continued with the Bridge Fund 0121, which is used to fund:

- County Bridges,
- County Culverts,
- 10% of Township Bridges
- 50% of Township Joint Culvert Projects.

He advised that 59% of the revenue for the Bridge Fund comes from property tax.

REVENUE:

General Property Tax increased\$39,000 from \$1,533,175 in FY 2017 to \$1,571,777 in FY 2018. The tax rate is \$0.0472 for the FY 2018 Recommended Budget.

Construction/Maintenance: This line item was budgeted at \$490,000 in the FY 2017 Adopted Budget and is budgeted at \$700,000 in the FY 2018 Recommended Budget. This line item increase represents the increase in reimbursement for joint projects that we will receive from joint culverts and bridges with the townships. The Department is doing a County line project with Tazewell County in 2018. The cost split is 60% McLean County and 40% Tazewell County.

EXPENDITURES:

Contractual Services – Engineering Services for design projects for 2019 construction.

Capital Assets - Construction Roads/Bridges/Culverts – is additional work planned for 2018.

Mr. Stokes continued with the County Matching Tax Fund 0122. He stated that the Matching Tax Fund is used to fund the County's matching portion of Federal, State and Motor Fuel Tax projects. Revenue for this fund comes from the General Property Tax. Mr. Stokes stated that the statute requires that Matching Tax fund can only be used for:

- Construction Expenses
- Engineering Expenses
- Purchase of Right-of-way.

REVENUE:

401.0001 General Property Taxes: This revenue increased \$17,000 from \$1,432,818 in FY 2017 Adopted Budget to \$1,450,000 in FY 2018 Recommended Budget with a tax rate of \$0.0375 per \$100.00 EA the maximum rate.

EXPENDITURES:

Line Item 0810.0001 Construction of County Roads/Bridges and Culverts for FY 2018 is \$1,768,698.

Mr. Stokes stated that 98% of Matching Fund expenses go to construction of roads

Mr. Stokes continued with Motor Fuel Tax Fund 0123. He stated that the Motor Fuel Tax fund is used to fund the Maintenance, Engineering, and Construction of the County Highway System.

Fund: Motor Fuel Tax 0123

Motor Fuel Tax Fund is used on County Highways for

- Maintenance
- Engineering
- Construction

REVENUE:

Revenue comes from our monthly allotments and the County Consolidated Program set up with IDOT. The amount budgeted for our FY 2017 monthly allotments was \$190,000 per month. We are currently averaging \$194,000. FY 2018 Recommended Budget is \$192,000. Per month.

Mr. Stokes advised that the County received \$381,388 from the Consolidated Program in 2017. In FY 2018 this will be cut in half due to the State Budget. The State is taking \$300,000,000 from IDOT to pay series D bonds from Illinois Jobs Now Bill and a portion of the transit activities in the Chicago area. The County will receive approximately \$190,000.

Mr. Robustelli asked how this would affect County Highways in 2018. Mr. Stokes responded that we would need to lower our projected projects. The County does have a balance in the MFT Fund.

EXPENDITURES:

Line item 716.0001 Maintenance Roads/Drainage Structures: This line item decreased from \$1,309,665 in FY 2017 to \$1,282,935 in FY 2018.

Line Item 810.0001, Construction of Roads/Bridges and Culverts: increased from \$1,378,258 in FY 2017 to \$1,950,000 In FY 2018.due to the construction work planned for 2018.

Mr. Stokes noted that 76% of MFT Funds expenses go to maintenance and construction of County Highways.

Chairman Caisley thanked Mr. Stokes for a clear and concise presentation of the FY 2018 Recommended Budget.

Mr. Stokes continued with the 2018 Five Year Plan. He referred to the map distributed showing the projects planned in the next five years and the list of Unfunded Projects. He stated that this year the Department implemented another rating system called the PASER Rating. This system provides guidelines for road cracking. PASER gives the Department more guidelines.

Mr. Wasson added that this is an advancement for the Department to utilize tools such as the PASER system. The Highway Department continues to be progressive.

Mr. Wasson noted that due to the information received from the State, the following amendment needs to be made to Fund 0123 Motor Fuel Tax:

Revenue:

0404.0020 County Motor Fuel Tax: decrease revenue by \$180,000 from \$2,663,428 to \$2,483,428.

0400.000 Unappropriated Fund Balance: increase by \$180,000 from \$714,850 to \$894,850.

Ms. Metsker asked how long can we sustain taking funds from the Unappropriated Fund Balance. Mr. Wasson responded that unlike some fund balances, we build fund balance for capital projects in this fund. We will continue to expand our list of Unfunded Projects. We continue to support efforts to increase Motor Fuel Tax allotments.

Mr. Robustelli noted that his vote in support of this FY 2018 Recommended Budget is not necessarily a vote in support of every project on the list. He is still collecting more information as to the Towanda Barnes/ Ireland Grove Road project.

Motion by Metsker/Cavallini to recommend approval of the FY 2018 Budget as Amended and 2018 5 Year Plan Review.
Motion carried.

Chairman stated that the next meeting of the Transportation Committee will be held on Tuesday, November 7, 2017, Room 400.

Chairman asked if there was any other business to come before the Committee. Hearing none, he adjourned the Transportation Committee meeting at 10:13 a.m.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Diana Hospelhorn".

Diana Hospelhorn
Recording Secretary

City of Bloomington, Illinois - Engineering Department Crash Details with Summary

10/1/2012 - 10/1/2017

Police Report Number	Date	Day	Time	Type	Distance	Dir	Pri	Injuries	Travel	Direction	Action	Surface Condition	Lighting Condition				
								A	B	C	K	Unit 1	Unit 2	Unit 1	Unit 2		
18 Intersection	0 1) Pedestrian	0 9) Parked Vehicle							0	:12-1A	4	:8-9A	5	:4-5P	28 1) Dry	29 1) Daylight	
15 Midblock	0 2) Pedalcyclist	9 10) Turning							0	:1-2A	2	:9-10A	3	:5-6P	6 2) Wet	0 2) Dawn	
2 Private Property	0 3) Train	19 11) Rear End							0	:2-3A	2	:10-11A	0	:6-7P	1 3) Snow or Slush	0 3) Dusk	
35 Total	0 4) Animal	1 12) Side Swipe Same Direction							0	:3-4A	1	:11-12P	3	:7-8P	0 4) Ice	2 4) Darkness	
	0 5) Overturned	0 13) Side Swipe Opposite Dir							0	:4-5A	0	:12-1P	1	:8-9P	0 5) Sand, Mud, Dirt	4 5) Dark, Lighted Rd	
	1 6) Fixed Object	0 14) Head On							0	:5-6A	3	:1-2P	0	:9-10P	0 6) Other		
	1 7) Other Object	4 15) Angle							0	:6-7A	1	:2-3P	0	:10-11P			
	0 8) Non Collision								7	:7-8A	3	:3-4P	0	:11-12A			
1907TOWANDA BARNES RD @ IRELAND GROVE RD								1	6	7	1	Injury Totals					
20121648	10/23/2012	Tue	11:53 AM	TURNING	0	N	0	0	1	0	N	E	TURNING LEFT	STRAIGHT AHEAD	DRY	1	
20130068	1/8/2013	Tue	5:00 PM	REAR END	0	N	0	0	0	0	W	W	OTHER	SLOW/STOP - RIGHT TURN	DRY	5	
20130824	5/18/2013	Sat	9:52 AM	REAR END	300	W	N	0	0	2	0	W	W	STRAIGHT AHEAD	SLOW/STOP IN TRAFFIC	DRY	1
20130889	5/27/2013	Mon	1:26 PM	ANGLE	0	N	0	3	0	0	E	N	STRAIGHT AHEAD	STRAIGHT AHEAD	DRY	1	
20131056	6/26/2013	Wed	4:51 PM	REAR END	300	E	N	0	0	1	0	E	E	STRAIGHT AHEAD	STRAIGHT AHEAD	DRY	1
20131296	8/8/2013	Thu	7:20 AM	REAR END	0	N	0	0	0	0	SE	SE	TURNING ON RED	TURNING ON RED	DRY	1	
20131781	10/31/2013	Thu	3:44 PM	FIXED OBJECT	2640	E	N	0	0	0	0	W	W	AVOIDING OBJECTS/ETC.	AVOIDING OBJECTS/ETC.	WET	1
20131826	11/7/2013	Thu	8:45 AM	REAR END	0	N	0	0	0	0	E	E	SLOW/STOP IN TRAFFIC	SLOW/STOP IN TRAFFIC	DRY	1	
20140157	1/22/2014	Wed	5:29 PM	REAR END	0	N	0	0	0	0	S	S	STRAIGHT AHEAD	SLOW/STOP IN TRAFFIC	WET	4	
14-44521	4/11/2014	Fri	4:41 PM	REAR END	0	N	0	0	0	0	E	E	STRAIGHT AHEAD	SLOW/STOP IN TRAFFIC	DRY	1	
14-44925	4/21/2014	Mon	10:23 AM	REAR END	0	N	0	0	0	0	N	N	STRAIGHT AHEAD	SLOW/STOP IN TRAFFIC	DRY	1	
14-40729	5/19/2014	Mon	4:50 PM	TURNING	200	W	N	0	0	1	0	S	E	TURNING LEFT	STRAIGHT AHEAD	DRY	1
14-40532	6/3/2014	Tue	9:10 AM	TURNING	0	N	N	0	0	0	1	E	E	TURNING LEFT	STRAIGHT AHEAD	DRY	1
14-44944	6/12/2014	Thu	8:40 PM	ANGLE	0	Y	0	0	0	0	S	W	BACKING	STRAIGHT AHEAD	DRY	5	
14-40541	7/23/2014	Wed	4:59 PM	TURNING	1000	W	N	1	0	0	0	S	E	TURNING LEFT	STRAIGHT AHEAD	DRY	1
14-45562	9/9/2014	Tue	7:10 PM	TURNING	0	N	0	0	0	0	E	E	TURNING RIGHT	TURNING RIGHT	WET	5	
14-40995	12/18/2014	Thu	7:19 PM	REAR END	150	E	N	0	0	1	0	W	W	STRAIGHT AHEAD	STRAIGHT AHEAD	DRY	4
15-58524	3/24/2015	Tue	7:51 PM	ANGLE	0	N	0	0	0	0	N	E	STRAIGHT AHEAD	STRAIGHT AHEAD	DRY	5	
15-60354	6/29/2015	Mon	7:55 AM	REAR END	500	E	N	0	0	0	0	W	W	STRAIGHT AHEAD	SLOW/STOP IN TRAFFIC	DRY	1
15-61177	11/12/2015	Thu	3:30 PM	REAR END	150	W	N	0	0	0	0	E	E	STRAIGHT AHEAD	SLOW/STOP IN TRAFFIC	DRY	1
15-56561	11/13/2015	Fri	10:25 AM	OTHER OBJECT	0	Y	0	0	0	0	N	NA	SLOW/STOP - LOAD/UNLO	OTHER	DRY	1	
15-58343	11/17/2015	Tue	7:53 AM	REAR END	1000	N	N	0	0	0	0	S	S	STRAIGHT AHEAD	STRAIGHT AHEAD	WET	1
15-58774	12/9/2015	Wed	7:35 AM	REAR END	130	E	N	0	0	0	0	W	W	STRAIGHT AHEAD	SLOW/STOP IN TRAFFIC	WET	1
16-60617	2/24/2016	Wed	2:28 PM	REAR END	300	W	N	0	0	0	0	E	E	SKIDDING/ CONTROL LOS	STRAIGHT AHEAD	SNOW OR SLUSH	1
16-58614	3/8/2016	Tue	8:04 AM	REAR END	200	N	N	0	0	0	0	S	S	STRAIGHT AHEAD	PASSING / OVERTAKING	DRY	1
16-58679	7/20/2016	Wed	7:34 AM	REAR END	75	S	N	0	0	0	0	N	N	STRAIGHT AHEAD	STRAIGHT AHEAD	DRY	1
16-58695	8/21/2016	Sun	1:48 PM	ANGLE	0	N	0	1	0	0	0	S	W	STRAIGHT AHEAD	STRAIGHT AHEAD	DRY	1
16-58155	8/9/2016	Tue	1:07 PM	TURNING	60	S	N	0	0	0	0	N	NE	CHANGING LANES	TURNING RIGHT	DRY	1
16-56672	9/8/2016	Thu	7:53 AM	TURNING	0	N	0	0	0	0	0	S	NW	STRAIGHT AHEAD	TURNING LEFT	WET	1
16-61015	9/2/2016	Fri	4:09 PM	REAR END	0	N	0	0	0	0	0	E	E	STRAIGHT AHEAD		DRY	1
17-56232	2/26/2017	Sun	5:16 PM	REAR END	0	N	0	0	0	0	0	S	S	SLOW/STOP IN TRAFFIC	STRAIGHT AHEAD	DRY	1
17-61036	2/22/2017	Wed	8:12 AM	REAR END	75	S	N	0	2	0	0	N	N	STRAIGHT AHEAD	SLOW/STOP IN TRAFFIC	DRY	1
17-72139	5/10/2017	Wed	7:12 AM	TURNING	0	N	0	0	0	0	0	NE	STRAIGHT AHEAD	TURNING LEFT	DRY	1	

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Police Report Number	Date	Day	Time	Type	Distance	Dir	Pri	Injuries			Travel Direction		Action		Surface Condition	Lighting Condition	
								A	B	C	K	Unit 1	Unit 2	Unit 1			Unit 2
17-59467	6/22/2017	Thu	8:10 AM	TURNING	0		N	0	0	1	0	W	S	TURNING LEFT	STRAIGHT AHEAD	DRY	1
17-57281	7/21/2017	Fri	3:11 PM	SIDESWIPE SAME DIRECTION	0		N	0	0	0	0	N	N	STRAIGHT AHEAD	STRAIGHT AHEAD	DRY	1

Towanda Barnes & Ireland Grove Hourly Traffic Counts

Taken on Sept. 6 - 7, 2017

Traffic Counts Taken: 9/06 - 09/07/2017		Towanda Barnes Road North of Ireland Grove Road				Towanda Barnes Road South of Ireland Grove Road				Ireland Grove Road West of Towanda Barnes Road					Ireland Grove Road East of Tow-Bar Road	
		SBDL	SBPL	NBPL	NBDL	NBDL	NBPL	SBPL	SBDL	WBPL	WBDL	EBLTL (outside)	EBLTL (inside)	EBDL	WB	EB
12:00 AM	1:00 AM	14	9	10	3	1	11	10	8	4	1	0	2	6	3	6
1:00 AM	2:00 AM	5	6	2	2	1	2	5	3	1	3	0	2	1	2	2
2:00 AM	3:00 AM	0	3	2	1	1	2	3	0	2	2	0	1	1	1	2
3:00 AM	4:00 AM	6	4	6	4	4	7	6	5	5	1	2	1	2	2	1
4:00 AM	5:00 AM	13	8	48	26	20	34	8	5	12	9	5	10	3	15	1
5:00 AM	6:00 AM	60	39	64	41	30	66	43	27	55	50	4	15	23	47	11
6:00 AM	7:00 AM	323	134	155	130	100	189	119	87	242	279	25	41	75	158	51
7:00 AM	8:00 AM	619	290	375	270	152	280	154	97	558	662	74	94	205	487	258
8:00 AM	9:00 AM	467	150	280	224	121	149	124	91	331	428	40	83	96	221	120
9:00 AM	10:00 AM	224	99	173	133	100	124	87	106	112	150	23	45	81	98	60
10:00 AM	11:00 AM	159	111	174	123	100	145	107	98	73	121	32	45	110	89	86
11:00 AM	12:00 PM	202	146	207	148	81	160	142	117	125	142	45	77	137	94	128
12:00 PM	1:00 PM	250	188	200	142	96	162	152	128	144	164	32	66	144	99	83
1:00 PM	2:00 PM	223	138	161	115	95	136	141	123	93	125	26	65	112	62	94
2:00 PM	3:00 PM	207	164	168	121	87	146	167	139	115	132	41	100	199	126	166
3:00 PM	4:00 PM	285	279	382	219	141	242	288	223	169	224	108	187	333	260	260
4:00 PM	5:00 PM	357	346	500	310	128	240	376	267	143	282	234	358	467	191	339
5:00 PM	6:00 PM	468	358	446	299	166	230	331	246	180	359	181	291	343	213	275
6:00 PM	7:00 PM	275	243	221	173	114	159	205	177	88	211	79	157	196	130	185
7:00 PM	8:00 PM	221	181	191	154	86	131	152	111	96	147	27	96	157	78	154
8:00 PM	9:00 PM	155	111	99	67	44	85	89	94	58	113	8	55	110	38	117
9:00 PM	10:00 PM	94	62	65	50	27	46	59	60	29	47	5	25	57	22	54
10:00 PM	11:00 PM	33	28	26	16	12	26	25	20	20	22	2	11	29	10	17
11:00 PM	12:00 AM	20	15	13	13	9	10	11	8	6	15	1	2	13	6	10
Totals		4680	3112	3968	2784	1716	2782	2804	2240	2661	3689	994	1829	2900	2452	2480
		14544				9542				12073					4932	

Key

NB = Northbound
 EB = Eastbound
 SB = Southbound
 WB = Westbound
 DL = Drive Lane
 PL = Passing Lane
 LTL = Left Turn Lane

**MORNING TRAFFIC COUNTS AT INTERSECTION OF TOWANDA BARNES RD AND IRELAND GROVE RD
COUNTS TAKEN TUESDAY, SEPTEMBER 27, 2016**

Passenger Cars														
TIME INTERVAL	SBRT PC	SBTH PC	SBLT PC	WBRT PC	WBTH PC	WBLT PC	NBRT PC	NBTH PC	NBLT PC	EBRT PC	EBTH PC	EBLT PC	TOTAL PC	TOTAL TRAFFIC
6:30-6:45 AM	68	40	10	14	26	4	1	41	50	18	8	20	300	305
6:45-7:00 AM	109	43	8	14	33	3	3	63	55	28	7	29	395	402
7:00-7:15 AM	121	44	24	19	46	2	3	64	59	12	23	37	454	461
7:15-7:30 AM	156	54	30	29	69	6	10	113	67	16	45	54	649	664
7:30-7:45 AM	173	38	33	33	101	6	5	103	85	14	44	41	676	693
7:45-8:00 AM	187	54	37	32	100	2	10	133	118	16	28	48	765	778
8:00-8:15 AM	175	42	19	34	67	3	2	72	47	18	29	36	544	553
8:15-8:30 AM	144	46	10	30	54	6	2	85	43	8	6	38	472	490
8:30-8:45 AM	95	42	13	13	18	3	4	80	48	12	12	30	370	386
8:45-9:00 AM	74	40	12	14	23	1	2	65	24	16	6	40	317	323
Peak Hr PC Total	691	188	119	128	337	17	27	421	317	64	146	179	2,634	

Trucks and Buses														
TIME INTERVAL	SBRT TR & BUS	SBTH TR & BUS	SBLT TR & BUS	WBRT TR & BUS	WBTH TR & BUS	WBLT TR & BUS	NBRT TR & BUS	NBTH TR & BUS	NBLT TR & BUS	EBRT TR & BUS	EBTH TR & BUS	EBLT TR & BUS	TOTAL TR & BUS	
6:30-6:45 AM	0	1	0	0	1	0	0	2	0	0	0	1	5	
6:45-7:00 AM	2	0	0	0	0	0	1	3	0	0	1	0	7	
7:00-7:15 AM	1	2	1	1	2	0	0	0	0	0	0	0	7	
7:15-7:30 AM	0	5	2	0	0	0	1	1	0	0	4	2	15	
7:30-7:45 AM	0	1	2	5	1	0	0	6	0	0	1	1	17	
7:45-8:00 AM	0	5	1	0	1	0	0	2	0	2	1	1	13	
8:00-8:15 AM	0	3	0	1	0	0	0	3	0	1	0	1	9	
8:15-8:30 AM	4	4	1	0	1	1	2	2	1	2	0	0	18	
8:30-8:45 AM	1	4	0	0	0	0	0	4	1	1	3	2	16	
8:45-9:00 AM	1	2	0	0	0	0	0	1	0	0	1	1	6	
Peak Hr TR & Bus Total	0	14	5	6	2	0	1	12	0	3	6	5	54	

Peak Hr Veh Total	691	202	124	134	339	17	28	433	317	67	152	184		2,688
% Peak Hr TR & Bus	0%	7%	4%	4%	1%	0%	4%	3%	0%	4%	4%	3%		2%

AM Peak Hour Factor = 0.86

**EVENING TRAFFIC COUNTS AT INTERSECTION OF TOWANDA BARNES RD AND IRELAND GROVE RD
COUNTS TAKEN TUESDAY, SEPTEMBER 27, 2016**

Passenger Cars

TIME INTERVAL	SBRT PC	SBTH PC	SBLT PC	WBRT PC	WBTH PC	WBLT PC	NBRT PC	NBTH PC	NBLT PC	EBRT PC	EBTH PC	EBLT PC	TOTAL PC	TOTAL TRAFFIC
3:00-3:15 PM	35	69	26	15	20	0	4	43	19	27	25	61	344	366
3:15-3:30 PM	33	65	18	28	28	6	4	48	17	47	54	66	414	425
3:30-3:45 PM	40	85	21	35	44	9	4	75	36	34	37	83	503	516
3:45-4:00 PM	43	82	21	25	24	5	6	78	22	41	36	97	480	487
4:00-4:15 PM	52	93	13	16	26	1	5	70	21	56	38	146	537	557
4:15-4:30 PM	62	117	27	24	17	8	4	73	19	69	63	145	628	636
4:30-4:45 PM	40	107	25	27	21	5	5	72	24	63	69	159	617	627
4:45-5:00 PM	63	97	32	30	24	0	7	77	33	74	55	168	660	666
5:00-5:15 PM	110	106	23	30	37	1	7	64	37	64	38	152	669	676
5:15-5:30 PM	134	107	33	26	29	2	6	72	43	47	58	139	696	704
5:30-5:45 PM	65	81	24	21	31	1	7	74	27	34	30	115	510	514
5:45-6:00 PM	54	87	25	26	23	2	4	72	24	33	36	112	498	502
Peak Hr PC Total	347	417	113	113	111	8	25	285	137	248	220	618	2,642	

Trucks and Buses

TIME INTERVAL	SBRT TR & BUS	SBTH TR & BUS	SBLT TR & BUS	WBRT TR & BUS	WBTH TR & BUS	WBLT TR & BUS	NBRT TR & BUS	NBTH TR & BUS	NBLT TR & BUS	EBRT TR & BUS	EBTH TR & BUS	EBLT TR & BUS	TOTAL TR & BUS
3:00-3:15 PM	6	3	0	0	1	1	0	5	2	0	0	4	22
3:15-3:30 PM	3	4	0	1	0	0	0	2	0	0	0	1	11
3:30-3:45 PM	0	4	0	0	1	2	0	1	0	3	1	1	13
3:45-4:00 PM	1	3	3	0	0	0	0	0	0	0	0	0	7
4:00-4:15 PM	2	1	0	1	0	3	2	6	2	0	2	1	20
4:15-4:30 PM	0	3	0	1	0	0	0	3	0	0	0	1	8
4:30-4:45 PM	0	1	0	1	0	1	2	4	0	0	0	1	10
4:45-5:00 PM	0	1	0	0	1	1	0	1	1	1	0	0	6
5:00-5:15 PM	1	1	0	2	0	1	1	0	0	0	0	1	7
5:15-5:30 PM	2	2	0	0	0	0	0	2	0	0	0	2	8
5:30-5:45 PM	1	0	0	1	0	1	1	0	0	0	0	0	4
5:45-6:00 PM	0	1	1	0	0	0	0	0	0	1	1	0	4
Peak Hr TR & Bus Total	3	5	0	3	1	3	3	7	1	1	0	4	31

Peak Hr Veh Total	350	422	113	116	112	11	28	292	138	249	220	622		2,673
% Peak Hr TR & Bus	1%	1%	0%	3%	1%	27%	11%	2%	1%	0%	0%	1%		1%

Evening Peak Hour BF = 0.95

City of Bloomington, Illinois - Engineering Department Crash Summary

Ranks 62 out of 1,314 total intersections with reported crashes - Top 4.7% (ranked by number of crashes)

Decreasing Order on Total
10/1/2012 - 10/1/2017

Shaded intersections are on State Routes or are 100% private.

	Rate	Total	Crash Breakdown			Injuries			
			Intersection	Midblock	Private	A	B	C	K
Grand Total		10394	5876	2629	1889	286	631	897	8
VETERANS PKWY @ EMPIRE ST	1.331	232	160	56	16	9	15	30	0
VETERANS PKWY @ CLEARWATER AVE	0.882	206	79	88	39	7	8	24	0
VETERANS PKWY @ EASTLAND DR	0.739	170	67	83	20	4	12	11	0
MORRISSEY DR @ VETERANS PKWY	1.328	169	110	40	19	1	6	15	0
HERSHEY RD @ EMPIRE ST	1.576	161	100	44	17	4	23	12	0
VETERANS PKWY @ WASHINGTON ST	0.726	157	77	60	20	6	10	15	0
VETERANS PKWY @ GENERAL ELECTRIC/VERNON	0.600	157	70	74	13	0	2	12	0
VETERANS PKWY @ OAKLAND AVE	0.845	145	90	44	11	1	7	12	0
TRUCKERS LN @ MARKET ST	1.193	121	52	16	53	0	4	9	0
COMMERCE PKWY @ VETERANS PKWY	0.994	116	59	47	10	5	11	9	0
MT VERNON DR @ EMPIRE ST	1.340	88	56	19	13	2	4	11	0
EAST ST @ WASHINGTON ST	1.416	77	62	13	2	4	4	6	1
BROWN ST @ MARKET ST	0.927	72	35	12	25	1	3	5	0
CAROLINE ST @ MARKET ST	0.642	71	25	18	28	3	6	4	0
MAIN ST @ EMERSON ST	0.852	68	38	16	14	4	3	7	0
TOWANDA AVE @ EMPIRE ST	0.891	67	43	16	8	4	10	6	0
MAIN ST @ HAMILTON RD	0.550	66	22	28	16	3	2	5	0
MAIN ST @ VETERANS PKWY	0.606	62	34	28	0	1	1	2	0
EASTLAND LOTS PARKING LOT	0.000	60	0	3	57	0	0	3	0
REGENCY DR @ WASHINGTON ST	1.507	59	45	9	5	1	8	9	0
HERSHEY RD @ GENERAL ELECTRIC RD	0.858	57	39	14	4	1	1	12	0
CENTER ST @ EMERSON ST	1.013	56	41	12	3	2	4	5	0
GETTYSBURG DR @ EMPIRE ST	0.950	55	31	17	7	1	2	13	0
TOWANDA BARNES RD @ EMPIRE ST	1.233	53	48	5	0	1	5	6	0
CENTER ST @ MACARTHUR AVE	1.676	52	48	4	0	5	11	7	1
MERCER AVE @ VETERANS PKWY	0.456	52	31	16	5	2	0	6	0
AIRPORT RD @ GENERAL ELECTRIC RD	0.739	52	30	16	6	7	3	6	0
PROSPECT RD @ EASTLAND DR	0.843	51	27	8	16	2	3	7	0
MARTIN LUTHER KING DR @ MARKET ST	0.572	51	22	24	5	0	7	3	0
MAIN ST @ EMPIRE ST	0.783	50	34	9	7	4	7	8	0
MORRIS AVE @ VETERANS PKWY	0.575	49	33	15	1	0	7	4	0
VETERANS PKWY @ COLLEGE AVE	0.060	49	7	26	16	0	3	2	0
MAIN ST @ LOCUST ST	0.963	48	39	7	2	4	4	5	0
VETERANS PKWY @ EMPIRE ST EAST	0.683	48	29	11	8	2	2	3	0
EASTPORT DR @ EMPIRE ST	0.000	48	27	18	3	1	1	6	0
J C PKWY @ MARKET ST	0.510	47	12	2	33	0	4	0	0
WYLIE DR/BLM HEIGHTS RD @ MARKET ST	0.846	46	29	6	11	3	2	2	0

City of Bloomington, Illinois - Engineering Department Crash Summary

Decreasing Order on Total

10/1/2012 - 10/1/2017

	Rate	Total	Crash Breakdown			Injuries			
			Intersection	Midblock	Private	A	B	C	K
VETERANS PKWY @ IRELAND GROVE RD	0.510	45	38	4	3	0	2	7	0
VETERANS PKWY @ HAMILTON RD	0.000	45	33	10	2	2	3	2	0
PROSPECT RD @ WASHINGTON ST	1.129	45	32	8	5	2	0	2	0
MAIN ST @ WOOD ST	0.967	45	27	9	9	1	0	0	1
MAIN ST @ MACARTHUR AVE	1.300	44	38	5	1	0	4	5	0
CENTER ST @ EMPIRE ST	0.812	44	35	9	0	0	3	4	0
CLINTON ST @ OAKLAND AVE	0.701	44	25	17	2	1	1	3	0
MORRISSEY DR @ RHODES LN	1.786	43	35	7	1	3	17	8	0
VETERANS PKWY @ LINCOLN ST	0.347	42	28	14	0	1	2	6	0
EAST ST @ FRONT ST	0.688	42	25	6	11	2	2	3	0
I A A DR @ VERNON AVE	0.757	41	32	8	1	1	1	0	0
HERSHEY RD @ OAKLAND AVE	0.718	41	32	8	1	1	6	3	0
CENTER ST @ OAKLAND AVE	0.774	41	25	13	3	2	9	5	0
CENTER ST @ LOCUST ST	0.698	39	32	6	1	0	1	1	0
EASTLAND COMMONS PARKING LOT	0.000	39	1	1	37	0	0	0	0
MADISON ST @ WASHINGTON ST	0.707	38	29	8	1	3	6	10	0
MAIN ST @ OAKLAND AVE	0.668	38	28	3	7	4	5	4	0
CENTER ST @ WALNUT ST	0.700	38	26	11	1	1	3	1	0
BRICKYARD DR @ VETERANS PKWY	0.301	38	21	8	9	1	2	3	0
FOUR SEASONS RD @ OAKLAND AVE	0.401	38	15	10	13	0	0	6	0
FAIRWAY DR @ EMPIRE ST	0.245	38	15	15	8	0	1	5	0
MORRIS AVE @ SIX POINTS RD	1.055	37	28	6	3	1	0	2	0
I55 ON/OFF RAMP EAST @ MARKET ST	0.668	35	30	5	0	0	1	4	0
CIRA DR EAST @ EMPIRE ST	0.000	35	19	4	12	1	2	3	0
TOWANDA BARNES RD @ IRELAND GROVE RD	0.597	35	18	15	2	1	6	7	1
WILLIAMSBURG DR @ EASTLAND DR	0.000	34	29	3	2	0	0	10	0
TOWANDA AVE @ LOCUST ST	0.777	34	25	4	5	0	3	1	0
AIRPORT RD @ EMPIRE ST	0.613	34	25	9	0	2	2	4	0
LEE ST @ MACARTHUR AVE	3.689	33	32	1	0	2	5	7	0
MAIN ST @ R T DUNN DR	0.548	33	20	8	5	0	0	5	0
TOWANDA AVE @ EMERSON ST / FAIRWAY DR	0.601	32	24	3	5	0	1	4	0
MADISON ST @ MARKET ST	0.541	32	20	4	8	0	3	3	0
CLINTON ST @ EMPIRE ST	0.594	32	20	11	1	1	3	2	0
MAIN ST @ MULBERRY ST	0.000	32	11	16	5	0	2	0	0
CLINTON ST @ WASHINGTON ST	0.638	31	25	2	4	2	4	2	0
CENTER ST @ WOOD ST	0.541	31	17	13	1	9	2	2	0
CLINTON ST @ LOCUST ST	0.411	31	16	10	5	0	1	3	0
VETERANS PKWY @ JUMER DR	0.107	31	8	5	18	0	0	5	0

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City of Bloomington, Illinois - Engineering Department Crash Summary

Ranks 117 out of 1,314 total intersections with reported crashes - Top 8.9% (ranked by crashes per million vehicles)

Decreasing Order on Rate

10/1/2012 - 10/1/2017

	Rate	Total	Crash Breakdown			Injuries			
			Intersection	Midblock	Private	A	B	C	K
Grand Total		10394	5876	2629	1889	286	631	897	8
LEE ST @ MACARTHUR AVE	3.689	33	32	1	0	2	5	7	0
EVANS ST @ WALNUT ST	3.344	13	4	8	1	0	0	1	0
MASON ST @ MULBERRY ST	3.286	8	6	2	0	0	0	0	0
PRAIRIE ST @ CHESTNUT ST	2.196	10	8	1	1	0	1	1	0
MCLEAN ST @ WALNUT ST	1.836	7	6	1	0	0	1	0	0
MORRISSEY DR @ RHODES LN	1.786	43	35	7	1	3	17	8	0
PRAIRIE ST @ DOUGLAS ST	1.711	7	5	1	1	0	0	3	0
BUNN ST @ LINCOLN ST	1.707	22	20	2	0	1	5	2	1
CENTER ST @ MACARTHUR AVE	1.676	52	48	4	0	5	11	7	1
ALLIN ST @ MACARTHUR AVE	1.609	13	11	2	0	1	2	1	0
HERSHEY RD @ EMPIRE ST	1.576	161	100	44	17	4	23	12	0
REGENCY DR @ WASHINGTON ST	1.507	59	45	9	5	1	8	9	0
ALLIN ST @ OAKLAND AVE	1.446	15	13	2	0	0	2	5	0
EAST ST @ WASHINGTON ST	1.416	77	62	13	2	4	4	6	1
MAIN ST @ MARKET ST	1.394	21	17	4	0	0	1	1	0
SPRINGFIELD RD @ TANNER ST	1.381	8	3	2	3	0	0	0	0
EUCLID AVE @ WASHINGTON ST	1.355	28	25	2	1	1	8	4	0
MT VERNON DR @ EMPIRE ST	1.340	88	56	19	13	2	4	11	0
VETERANS PKWY @ EMPIRE ST	1.331	232	160	56	16	9	15	30	0
MORRISSEY DR @ VETERANS PKWY	1.328	169	110	40	19	1	6	15	0
MAIN ST @ MACARTHUR AVE	1.300	44	38	5	1	0	4	5	0
CLAYTON ST @ BELL ST	1.289	4	4	0	0	0	0	0	0
CLINTON ST @ DOUGLAS ST	1.253	7	3	2	2	0	0	0	0
MCLEAN ST @ CHESTNUT ST	1.242	7	5	2	0	0	0	0	0
MCGREGOR ST @ CROXTON AVE NORTH	1.238	9	4	3	2	0	0	0	0
TOWANDA BARNES RD @ EMPIRE ST	1.233	53	48	5	0	1	5	6	0
LEE ST @ OAKLAND AVE	1.221	20	15	5	0	1	1	2	0
MADISON ST @ OAKLAND AVE	1.212	11	10	0	1	1	0	2	0
TRUCKERS LN @ MARKET ST	1.193	121	52	16	53	0	4	9	0
ALLIN ST @ WASHINGTON ST	1.169	23	18	5	0	1	4	0	0
LEE ST @ CHESTNUT ST	1.166	14	13	0	1	2	0	2	0
PROSPECT RD @ WASHINGTON ST	1.129	45	32	8	5	2	0	2	0
EUCLID AVE @ OAKLAND AVE	1.112	15	15	0	0	1	0	4	0
EAST ST @ MULBERRY ST	1.106	2	2	0	0	0	0	0	0
PRAIRIE ST @ WALNUT ST	1.084	7	5	2	0	0	0	0	0
LOW ST @ BISSELL ST	1.077	3	3	0	0	0	0	0	0
ALLIN ST @ OLIVE ST	1.069	10	6	4	0	0	1	3	0

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City of Bloomington, Illinois - Engineering Department Crash Summary

Decreasing Order on Rate

10/1/2012 - 10/1/2017

	Rate	Total	Crash Breakdown			Injuries			
			Intersection	Midblock	Private	A	B	C	K
MCLEAN ST @ FRONT ST	1.066	11	8	3	0	0	1	1	0
MORRIS AVE @ MACARTHUR AVE	1.062	23	21	2	0	0	0	2	0
FOUR SEASONS RD @ LINCOLN ST	1.056	19	13	5	1	0	2	3	0
MORRIS AVE @ SIX POINTS RD	1.055	37	28	6	3	1	0	2	0
ALLIN ST @ CHESTNUT ST	1.053	4	3	0	1	0	0	0	0
CLINTON ST @ BELL ST	1.043	1	1	0	0	0	0	0	0
CENTER ST @ JEFFERSON ST	1.031	11	9	2	0	0	0	0	0
PRAIRIE ST @ MULBERRY ST	1.019	4	4	0	0	0	1	0	0
CENTER ST @ EMERSON ST	1.013	56	41	12	3	2	4	5	0
ROOSEVELT AVE @ MONROE ST	1.002	4	3	0	1	1	0	0	0
COMMERCE PKWY @ VETERANS PKWY	0.994	116	59	47	10	5	11	9	0
MAIN ST @ WOOD ST	0.967	45	27	9	9	1	0	0	1
MAIN ST @ LOCUST ST	0.963	48	39	7	2	4	4	5	0
GETTYSBURG DR @ EMPIRE ST	0.950	55	31	17	7	1	2	13	0
HERSHEY RD @ HAMILTON RD	0.942	12	8	2	2	0	0	0	0
BROWN ST @ MARKET ST	0.927	72	35	12	25	1	3	5	0
CLINTON ST @ FRONT ST	0.926	21	20	1	0	1	4	1	0
PRAIRIE ST @ LOCUST ST	0.895	17	14	1	2	0	3	1	0
MAIN ST @ LINCOLN ST	0.893	23	19	4	0	0	2	2	0
TOWANDA AVE @ EMPIRE ST	0.891	67	43	16	8	4	10	6	0
FAIRWAY DR @ EMPIRE FRONTAGE RD NORTH	0.890	28	21	5	2	0	1	4	0
ALLIN ST @ SEMINARY AVE	0.887	16	12	4	0	1	3	1	0
VETERANS PKWY @ CLEARWATER AVE	0.882	206	79	88	39	7	8	24	0
MCCLUN ST @ GROVE ST	0.862	13	11	2	0	0	0	1	0
ALLIN ST @ MONROE ST	0.859	5	4	1	0	0	0	0	0
HERSHEY RD @ GENERAL ELECTRIC RD	0.858	57	39	14	4	1	1	12	0
LEE ST @ WASHINGTON ST	0.855	25	19	3	3	1	2	4	0
MAIN ST @ EMERSON ST	0.852	68	38	16	14	4	3	7	0
ROBINSON ST @ GROVE ST	0.851	14	9	1	4	0	2	1	0
CLINTON BLVD @ EMERSON ST	0.849	28	24	3	1	1	3	1	0
WYLIE DR/BLM HEIGHTS RD @ MARKET ST	0.846	46	29	6	11	3	2	2	0
VETERANS PKWY @ OAKLAND AVE	0.845	145	90	44	11	1	7	12	0
PROSPECT RD @ EASTLAND DR	0.843	51	27	8	16	2	3	7	0
HERSHEY RD @ IRELAND GROVE RD	0.816	26	18	8	0	1	4	3	0
CENTER ST @ EMPIRE ST	0.812	44	35	9	0	0	3	4	0
CENTER ST @ MARKET ST	0.805	14	11	0	3	1	2	0	0
HERSHEY RD @ RAINBOW AVE	0.800	26	18	7	1	3	1	8	0
OAK ST @ LOCUST ST	0.787	13	11	1	1	0	0	3	0

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City of Bloomington, Illinois - Engineering Department Crash Summary

Decreasing Order on Rate

10/1/2012 - 10/1/2017

	Rate	Total	Crash Breakdown			Injuries			
			Intersection	Midblock	Private	A	B	C	K
MAIN ST @ EMPIRE ST	0.783	50	34	9	7	4	7	8	0
PRAIRIE ST @ JEFFERSON ST	0.779	6	3	1	2	0	0	0	0
TOWANDA AVE @ LOCUST ST	0.777	34	25	4	5	0	3	1	0
CENTER ST @ OAKLAND AVE	0.774	41	25	13	3	2	9	5	0
I A A DR @ VERNON AVE	0.757	41	32	8	1	1	1	0	0
AIRPORT RD @ GENERAL ELECTRIC RD	0.739	52	30	16	6	7	3	6	0
VETERANS PKWY @ EASTLAND DR	0.739	170	67	83	20	4	12	11	0
LEE ST @ MARKET ST	0.736	20	17	3	0	2	1	3	0
VETERANS PKWY @ WASHINGTON ST	0.726	157	77	60	20	6	10	15	0
HERSHEY RD @ OAKLAND AVE	0.718	41	32	8	1	1	6	3	0
MADISON ST @ MACARTHUR AVE	0.715	6	5	1	0	0	0	0	0
WHITE OAK RD @ MARTIN LUTHER KING DR	0.710	25	14	6	5	2	2	2	0
MADISON ST @ WASHINGTON ST	0.707	38	29	8	1	3	6	10	0
BEICH RD @ BEICH RD	0.705	19	9	10	0	1	2	1	0
CLINTON ST @ OAKLAND AVE	0.701	44	25	17	2	1	1	3	0
CENTER ST @ WALNUT ST	0.700	38	26	11	1	1	3	1	0
COTTAGE AVE @ SEMINARY AVE	0.700	10	8	1	1	0	0	0	0
CENTER ST @ LOCUST ST	0.698	39	32	6	1	0	1	1	0
EAST ST @ FRONT ST	0.688	42	25	6	11	2	2	3	0
HERSHEY RD @ COLLEGE AVE	0.688	28	21	5	2	1	4	1	0
MORRISSEY DR @ LINCOLN ST	0.683	28	15	7	6	0	2	1	0
VETERANS PKWY @ EMPIRE ST EAST	0.683	48	29	11	8	2	2	3	0
ROOSEVELT AVE @ OLIVE ST	0.672	14	4	1	9	0	0	2	0
MORRIS AVE @ WASHINGTON ST	0.670	26	18	6	2	1	0	2	0
MAIN ST @ OAKLAND AVE	0.668	38	28	3	7	4	5	4	0
I55 ON/OFF RAMP EAST @ MARKET ST	0.668	35	30	5	0	0	1	4	0
K-MART EASTLAND X-OVER @ EMPIRE FRONTAGE R	0.662	18	14	1	3	1	0	0	0
TOWANDA AVE @ TOWANDA SERVICE RD	0.659	19	16	3	0	0	3	2	0
FELL AVE @ EMERSON ST	0.648	15	14	0	1	2	2	2	0
CAROLINE ST @ MARKET ST	0.642	71	25	18	28	3	6	4	0
CLINTON ST @ WASHINGTON ST	0.638	31	25	2	4	2	4	2	0
EAST ST @ JEFFERSON ST	0.636	20	18	1	1	1	1	3	0
GRIDLEY ST @ FRONT ST	0.622	8	7	1	0	0	2	0	0
LEE ST @ EMERSON ST	0.621	13	9	4	0	0	1	2	0
AIRPORT RD @ EMPIRE ST	0.613	34	25	9	0	2	2	4	0
GRIDLEY ST @ OAKLAND AVE	0.612	27	16	4	7	3	0	1	0
ROOSEVELT AVE @ MARKET ST	0.609	12	9	0	3	1	0	0	0
TOWANDA BARNES RD @ GENERAL ELECTRIC RD	0.608	19	16	2	1	3	1	3	0

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City of Bloomington, Illinois - Engineering Department Crash Summary

Decreasing Order on Rate

10/1/2012 - 10/1/2017

	Rate	Total	Crash Breakdown			Injuries			
			Intersection	Midblock	Private	A	B	C	K
MAIN ST @ VETERANS PKWY	0.606	62	34	28	0	1	1	2	0
TOWANDA AVE @ EMERSON ST / FAIRWAY DR	0.601	32	24	3	5	0	1	4	0
VETERANS PKWY @ GENERAL ELECTRIC/VERNON	0.600	157	70	74	13	0	2	12	0
TOWANDA BARNES RD @ IRELAND GROVE RD	0.597	35	18	15	2	1	6	7	1
CLINTON ST @ EMPIRE ST	0.594	32	20	11	1	1	3	2	0
HERSHEY RD @ CLEARWATER AVE	0.590	25	17	7	1	1	2	2	0
MAIN ST @ WASHINGTON ST	0.587	21	13	7	1	1	1	2	0
ALLIN ST @ LOCUST ST	0.586	15	10	4	1	2	1	3	0
MORRIS AVE @ VETERANS PKWY	0.575	49	33	15	1	0	7	4	0
MARTIN LUTHER KING DR @ MARKET ST	0.572	51	22	24	5	0	7	3	0
GRIDLEY ST @ MARKET ST	0.559	1	1	0	0	0	0	0	0
MERCER AVE @ OAKLAND AVE	0.557	30	20	1	9	0	2	2	0
COLTON AVE @ LOCUST ST	0.554	20	12	6	2	0	2	1	0
MCLEAN ST @ MONROE ST	0.552	4	3	1	0	0	0	0	0
MAIN ST @ MONROE ST	0.552	11	4	6	1	0	0	0	0
MAIN ST @ HAMILTON RD	0.550	66	22	28	16	3	2	5	0
HINSHAW AVE @ MARKET ST	0.549	20	16	4	0	0	1	1	0
PRAIRIE ST @ WASHINGTON ST	0.548	16	12	4	0	1	1	3	0
MAIN ST @ R T DUNN DR	0.548	33	20	8	5	0	0	5	0
LEE ST @ WOOD ST	0.546	9	7	2	0	0	1	0	0
CENTER ST @ WOOD ST	0.541	31	17	13	1	9	2	2	0
MADISON ST @ MARKET ST	0.541	32	20	4	8	0	3	3	0
ELDORADO RD @ OAKLAND AVE	0.540	27	20	2	5	1	2	1	0
CENTER ST @ WASHINGTON ST	0.536	15	12	3	0	0	0	1	0
MERCER AVE @ LINCOLN ST	0.535	16	11	2	3	1	1	0	0
HERSHEY RD @ LINCOLN ST	0.533	13	12	1	0	1	0	3	0
MCLEAN ST @ WASHINGTON ST	0.528	13	12	0	1	0	2	2	0
LINDEN ST @ EMERSON ST	0.526	27	16	10	1	0	0	2	0
MAIN ST @ WALNUT ST	0.511	27	13	7	7	0	2	2	0
J C PKWY @ MARKET ST	0.510	47	12	2	33	0	4	0	0
WESTERN AVE @ LOCUST ST	0.510	12	8	4	0	0	1	1	0
VETERANS PKWY @ IRELAND GROVE RD	0.510	45	38	4	3	0	2	7	0
COTTAGE AVE @ MARTIN LUTHER KING DR	0.504	11	8	1	2	0	0	5	0
STATE ST @ GROVE ST EAST	0.502	7	6	1	0	0	0	1	0
MAIN ST @ CHESTNUT ST	0.496	16	13	3	0	0	2	3	0
MERCER AVE @ WASHINGTON ST	0.494	14	13	1	0	1	1	2	0
LINDEN ST @ LOCUST ST	0.491	10	10	0	0	0	0	0	0
PRAIRIE ST @ MARKET ST	0.490	3	2	1	0	0	0	0	0

Page B-64

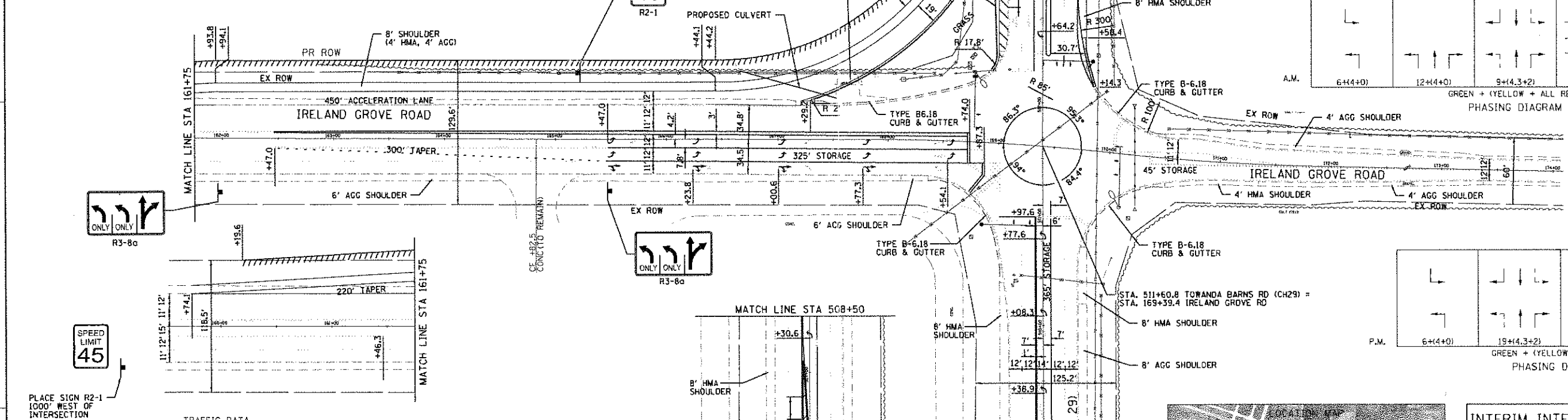
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USER NAME: jgallagher

CAPACITY DESIGN STUDY

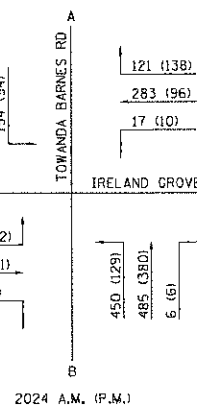
5/4 PHASE 95/100 SEC. CYCLE SIGNAL TYPE ACTUATED	AREA OTHER AVERAGE INTERSECTION DELAY PROGRAM USED HCS 2010				PEAK HOUR FACTOR 0.88 AM / 0.96 PM A.M. 4.49 SEC. INTERSECTION LEVEL OF SERVICE A.M. D P.M. 4.18 SEC. OF SERVICE P.M. D			
	APPROACH	(A) TOWANDA BARNES SB	(B) TOWANDA BARNES NB	(C) IRELAND GROVE RD EB	(D) IRELAND GROVE RD WB			
BUS STOP CONDITION	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
PARKING MANEUVER/HR.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
PEDESTRIANS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
ARRIVAL TYPE	3	3	3	3	3	3	3	3
LANE UTILIZATION FACTOR	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
BASE SATURATION FLOW	1900	1900	1900	1900	1900	1900	1900	1900
D - DISTANCE	161'	307'	N/A	361'	235'	315'	473'	17'
LANE GROUP	L	T	R	L	TR	L	TR	L
LANE WIDTHS	11'	11', 12'	12'	14'	20'12"	11'	11'	12'
GREEN TIME (SECONDS)	A.M. 15 P.M. 25	9 19	25 19	27 19	21 19	15.5 35	15.5 35	26 17.5
C/C RATIO	A.M. 0.16 P.M. 0.25	0.09 0.19	0.35 0.25	0.26 0.19	0.35 0.19	0.16 0.35	0.16 0.35	0.27 0.18
LANE GROUP DELAY (SECONDS)	A.M. 42.3 P.M. 30.9	50.6 51.9	50.7 38.5	31.3 38.1	35.4 27.5	54.9 52.3	25.4 34.2	52.9 50.7
V/C RATIO	A.M. 0.65 P.M. 0.39	0.68 0.82	0.93 0.67	0.57 0.57	0.35 0.61	0.83 0.93	0.04 0.03	0.91 0.78
LEVEL OF SERVICE	A.M. D P.M. C	D D	D D	D D	D D	C C	D C	D D
2024 30TH MAX. HOUR TRAFFIC	A.M. 154 P.M. 94	202 556	450 129	491 386	174 722	213 542	17 10	404 234
2014 8TH MAX. HOURLY TRAFFIC	A.M. 161 P.M. 293		443 233		184 599			200 116

NOTE: SOUTHBOUND RIGHT TURN IS FREE FLOWING

* D-DISTANCE IS CALCULATED FROM: STORAGE LENGTH (FT) = $\frac{(1-G/C)(D)(V)(K)+X(100)(K)(25)}{K}$
(K = CYCLES PER HOUR * TRAFFIC LANES)



MOVE- MENT	YEAR 2014 30TH MAXIMUM HOURLY TRAFFIC		PERCENT TRUCK TRAFFIC IN 30TH MAX HOUR	ESTIMATED PERCENT INCREASE BY 2024	YEAR 2024 30TH MAXIMUM HOURLY TRAFFIC		ESTIMATED PERCENT INCREASE BY	YEAR 2024 30TH MAXIMUM HOURLY TRAFFIC	
	A.M.	P.M.			A.M.	P.M.		A.M.	P.M.
AB	166	456	3%	22%	202	556			
AD	126	77	2%	22%	154	94			
AC	703	240	1%	22%	864	293			
BA	398	312	2%	22%	485	380			
BC	369	106	1%	22%	450	129			
BD	5	5	0%	20%	6	6			
CD	145	199	2%	16%	168	231			
CA	150	622	1%	16%	174	722			
CB	39	268	1%	16%	45	311			
DC	244	83	1%	16%	283	96			
DB	15	9	4%	12%	17	10			
DA	104	119	1%	16%	121	138			
TOTAL A	1653	1826			2000	2183	2024 ADT =	20,900	
TOTAL B	992	1156			1205	1392	2024 ADT =	13,000	
TOTAL C	1656	1518			1984	1782	2024 ADT =	18,800	
TOTAL D	639	492			749	575	2024 ADT =	6,600	

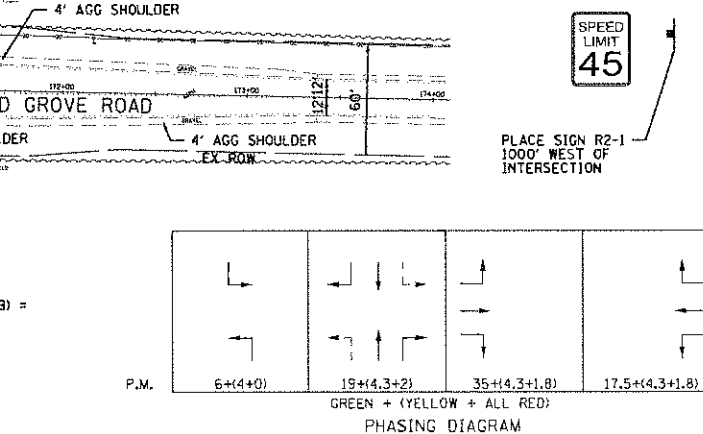
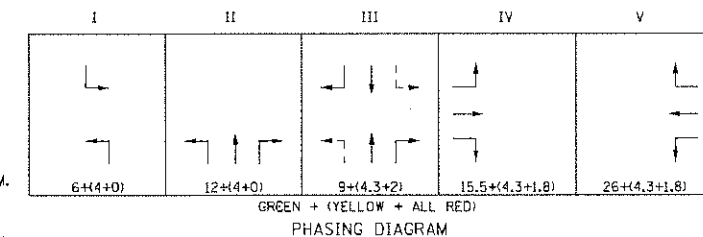


ELEMENTS CONTROLLING DESIGN

- DESIGN DESIGNATION: FAU 6431 TOWANDA BARNES RD (CH 29) - MINOR ARTERIAL ADT = 17,400 20,900
FAU 6370 IRELAND GROVE RD - MINOR ARTERIAL ADT = 15,900 18,800
- TOWANDA BARNES RD / CH 29 IS THE PREFERENCE ROUTE
- ANTICIPATED YEAR OF CONSTRUCTION: 2014
- TRAFFIC CONTROL IS TRAFFIC SIGNALS. EXISTING SIGNALS ARE TO BE MODERNIZED.
- DESIGN CRITERIA: RECONSTRUCTION - IDOT BDE MANUAL
- DESIGN VEHICLE: WB-65
- TRUCK ROUTE DESIGNATION: TOWANDA BARNES RD (CH 29) CLASS III
TOWANDA BARNES (CH 29) IRELAND GROVE ROAD
- DESIGN SPEED: 50 MPH 50 MPH
POSTED SPEED: 45 MPH 45 MPH
- PEDESTRIAN USAGE: N/A BICYCLE USAGE: N/A

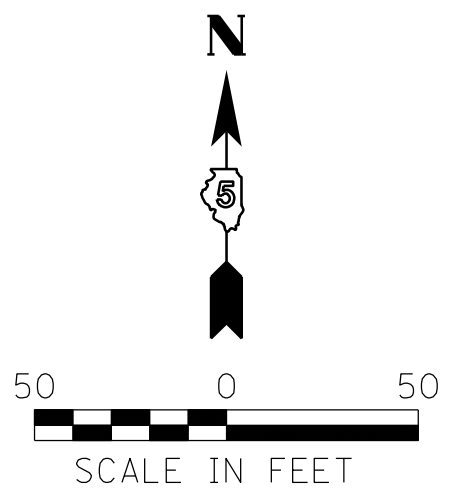
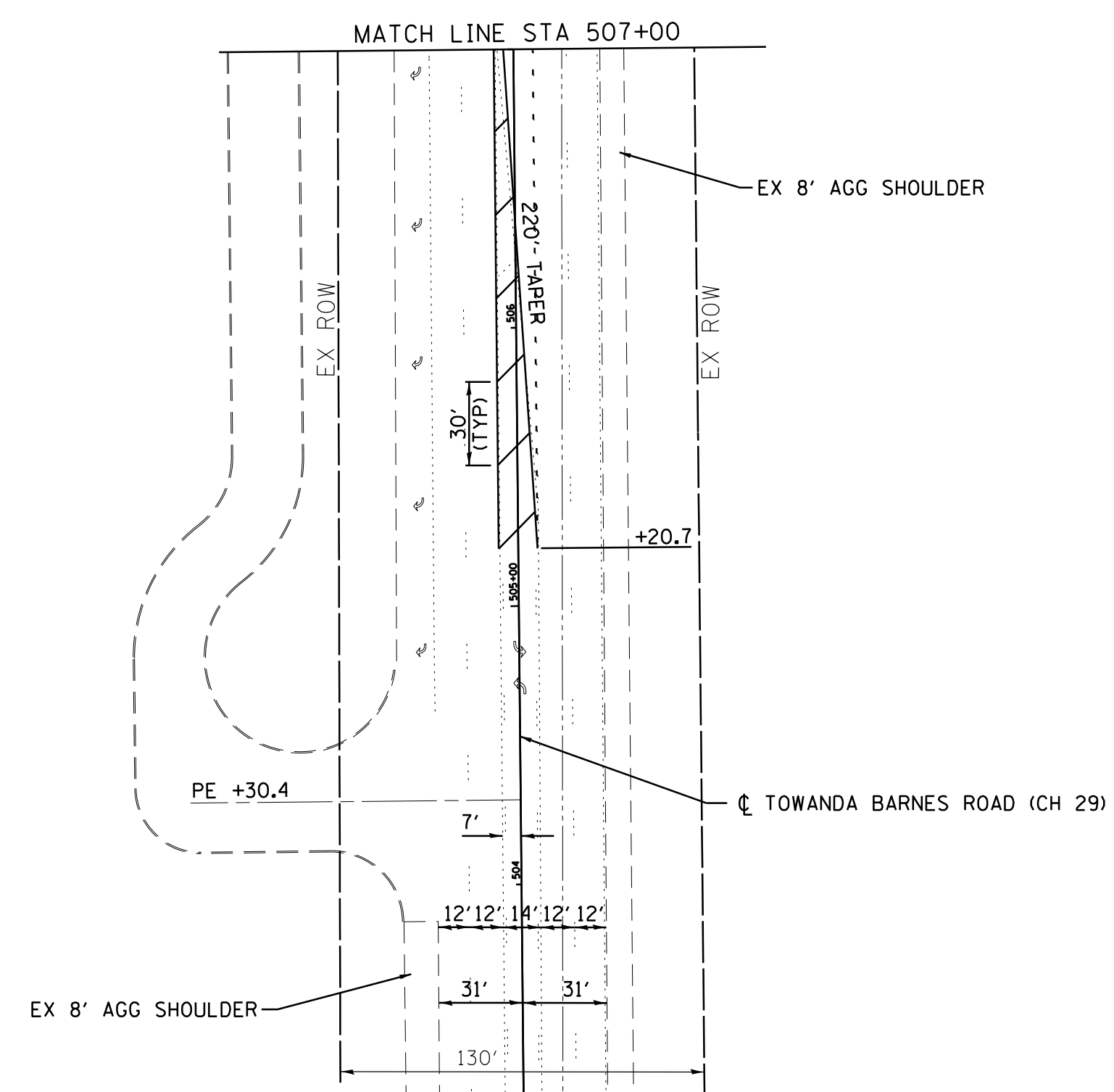
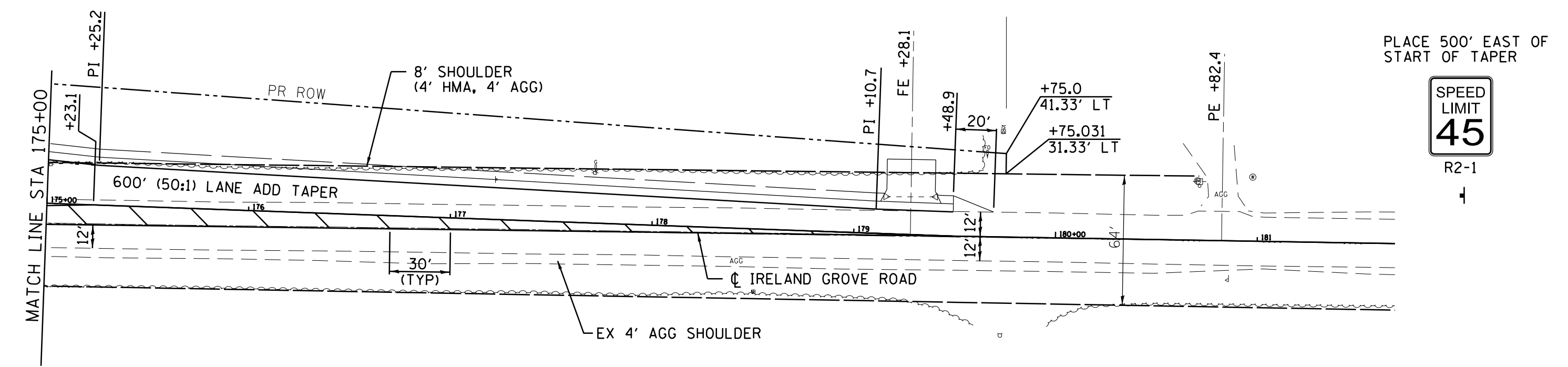
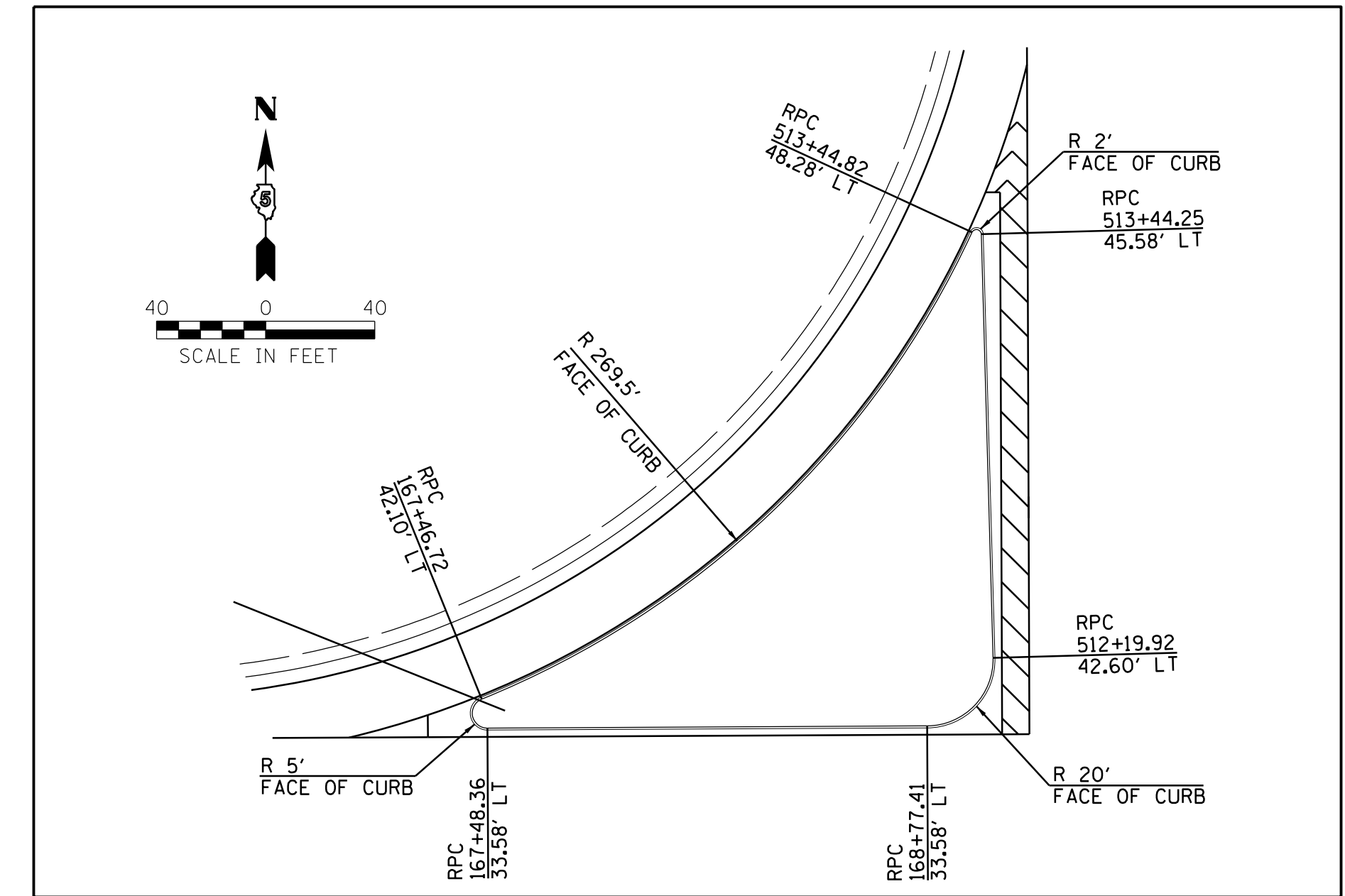
GENERAL NOTES

- PROFILES ARE NOT PROVIDED SINCE APPROACH GRADES ARE LESS THAN 1%.
- AN 8" SHOULDER (4" PAVED AND 4" AGG.) IS TO BE USED ON OUTER EDGE OF TURNING ROADWAY.
- TYPE M-6.18 CURB AND GUTTER TO BE USED ON CORNER ISLAND. NORTH AND WEST NOSES TO BE RAMPED.
- ALL DIMENSIONS ARE SHOWN EOP TO EOP UNLESS OTHERWISE NOTED.
- AUTOTURN VERSION 7 WAS USED TO DESIGN THE PROPOSED RADII.
- R.O.W. IS SUBJECT TO REVISION DURING THE PREPARATION OF FINAL PLANS.
- PAVEMENT MARKING SHALL CONFORM TO DISTRICT POLICY, IDOT STANDARD DETAILS AND MCLEAN COUNTY AND CITY OF BLOOMINGTON STANDARD DETAILS.
- THIS INTERSECTION MEETS THE IDOT INTERSECTION SIGHT DISTANCE POLICY.
- DESIGN EXCEPTIONS: A. LEVEL OF SERVICE FOR MOVEMENTS AND INTERSECTION (DUE TO INTERIM IDS DESIGN).
B. MEDIAN WIDTH FOR EB DUAL LEFT TURN LANES (USE EXISTING PYMT WIDTH).
C. LARGE CORNER ISLAND: a. M-6.24 & M-6.06 CC&G ARE NOT USED (USE M-6.18 TO TIE INTO EXISTING B-6.18 CC&G ON SOUTH EDGE)
b. VARIED GUTTER WIDTH (STARTED WITH THE EXISTING 1.5' INSTEAD OF 2')
c. SOUTH EDGE OF ISLAND TO BE CURVED TO ALLOW FOR RIGHT TURNS AT THE INTERSECTION.
D. TURN LANE LENGTH FOR WB LEFT TURN LANE (THRU D-DIST) (EXISTING TO REMAIN).
E. DUAL LEFT TURN RECEIVING MIN. THROAT WIDTH (EXISTING SIGNAL EQUIPMENT TO REMAIN FOR INTERIM IDS DESIGN).
F. DUAL LEFT TURN MIN. INSIDE RADIUS (EXISTING TO REMAIN FOR INTERIM IDS DESIGN).
- NEED FOR SEPARATE LIGHTING FOR RAISED MEDIAN NOSES AND SIGNAL EQUIPMENT MODIFICATIONS TO BE EVALUATED DURING PHASE II PLAN PREPARATION.



INTERIM INTERSECTION DESIGN STUDY

FAU ROUTE 6431	(TOWANDA BARNES RD/CH 29)
FAU ROUTE 6370	WITH (IRELAND GROVE RD)
SEC. NO. 13-00168-02-FP	PROJ. NO.
SCALE 1" = 50'	COUNTY MCLEAN
SUN :	REV. NO.
DESIGNED BY PHILIP S. ALLYN (FARNSWORTH GROUP)	DATE 10/31/14
APPROVED	MCLEAN COUNTY HIGHWAY DEPT. DATE
APPROVED	CITY OF BLOOMINGTON DATE
CADD FILE NAME : I	I.D.S. SHEET 1 OF 1



FAU ROUTE 6431 (TOWANDA BARNES RD/CH 29)
WITH
FAU ROUTE 6370 (IRELAND GROVE RD)

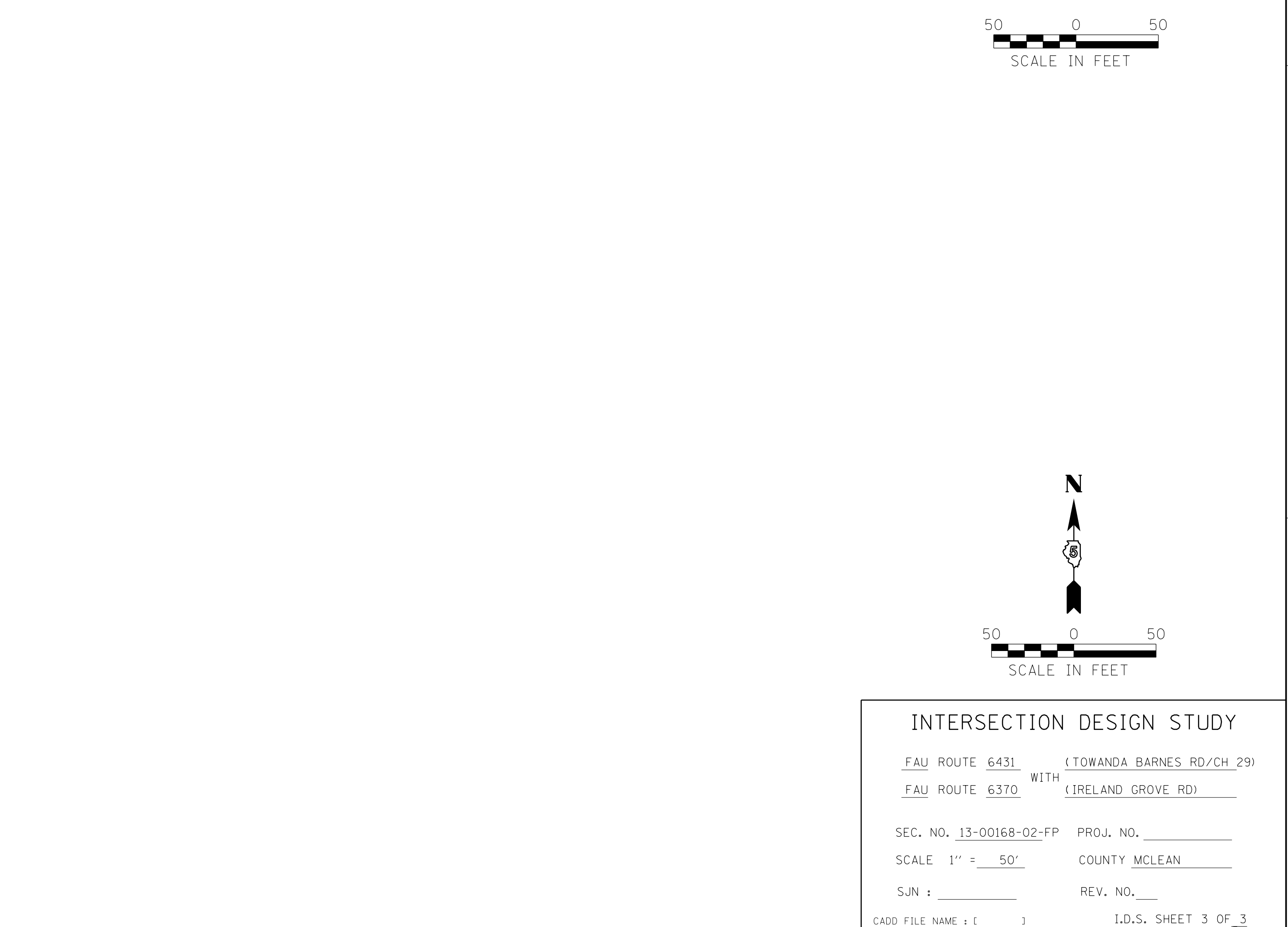
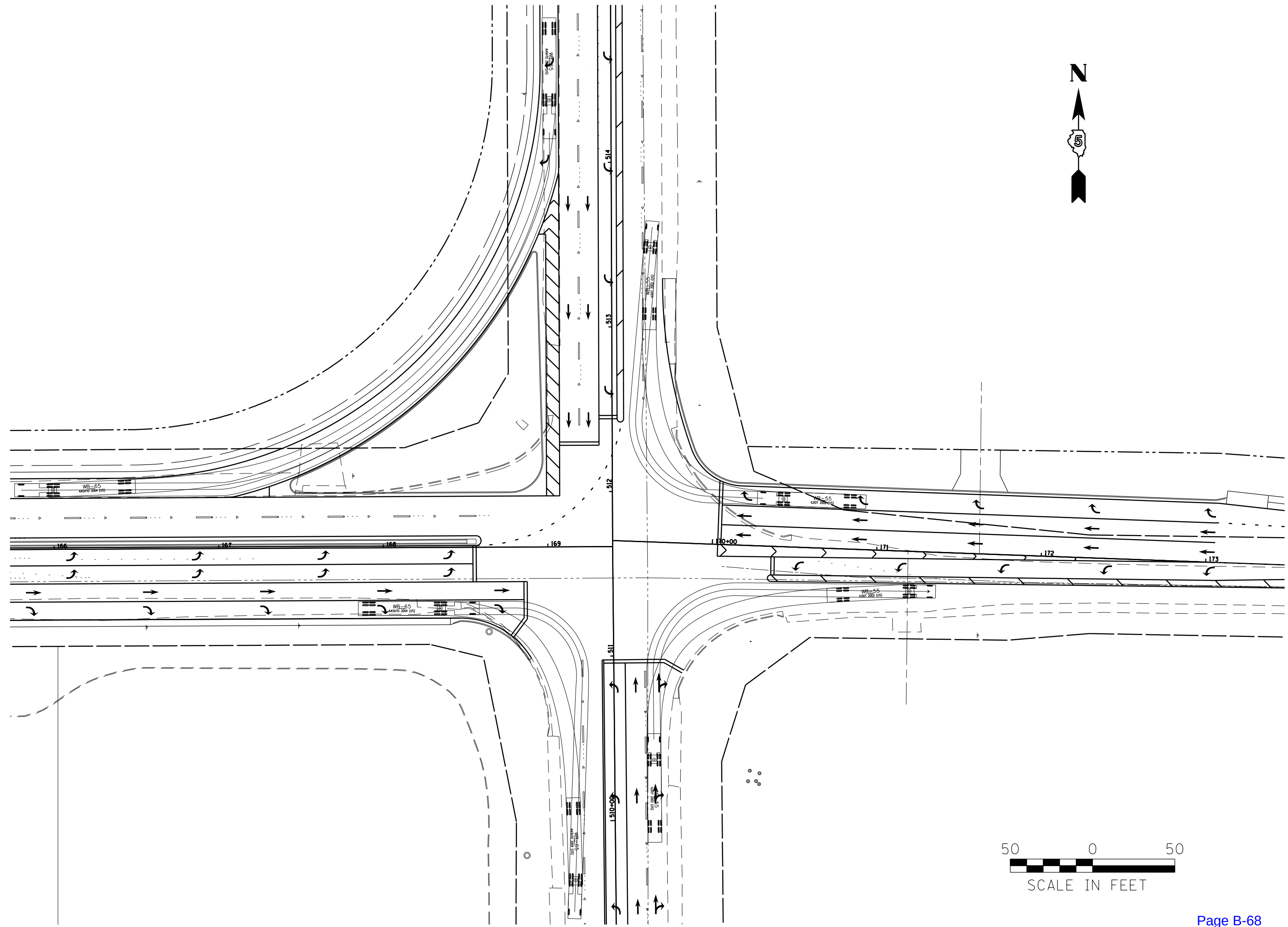
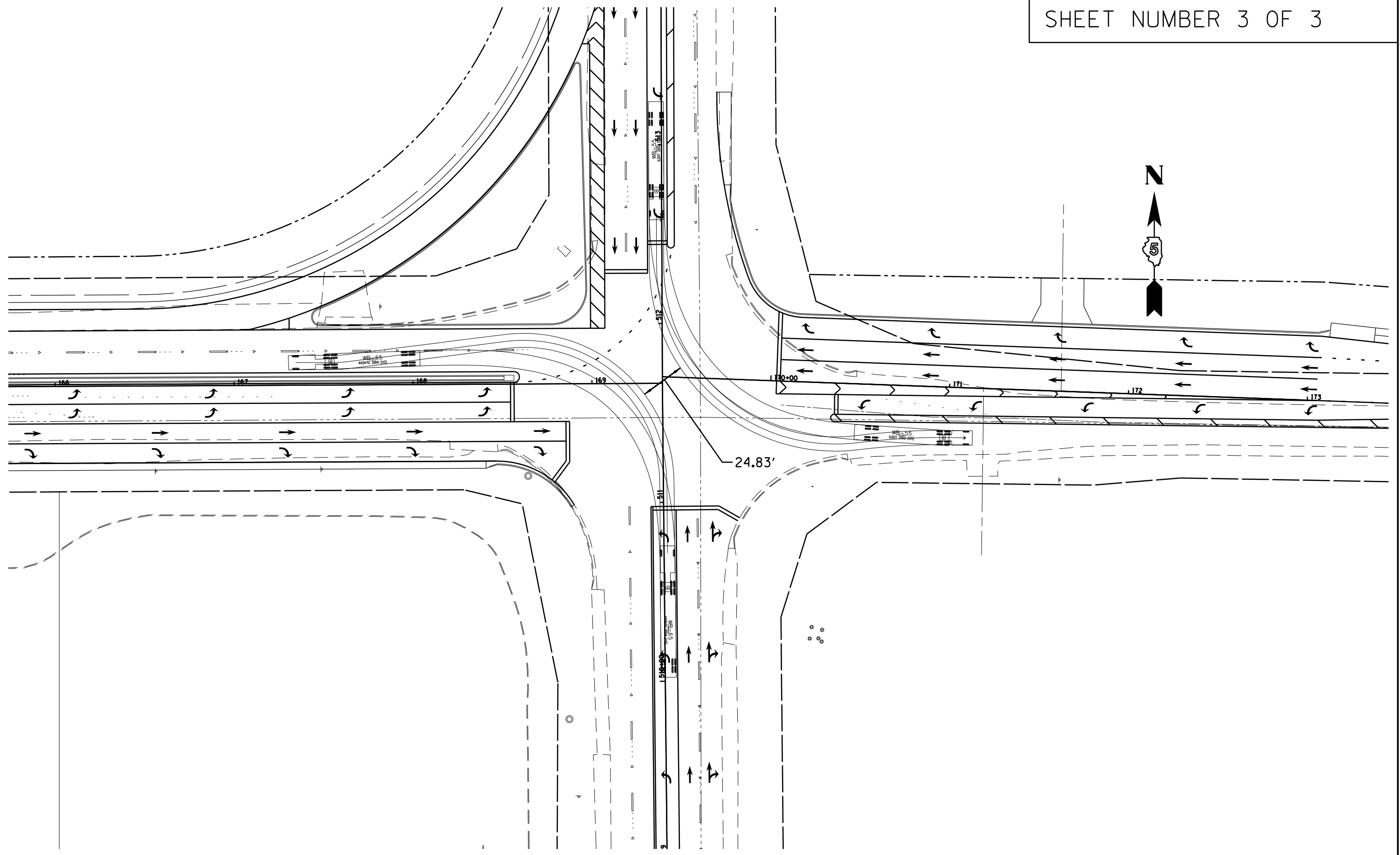
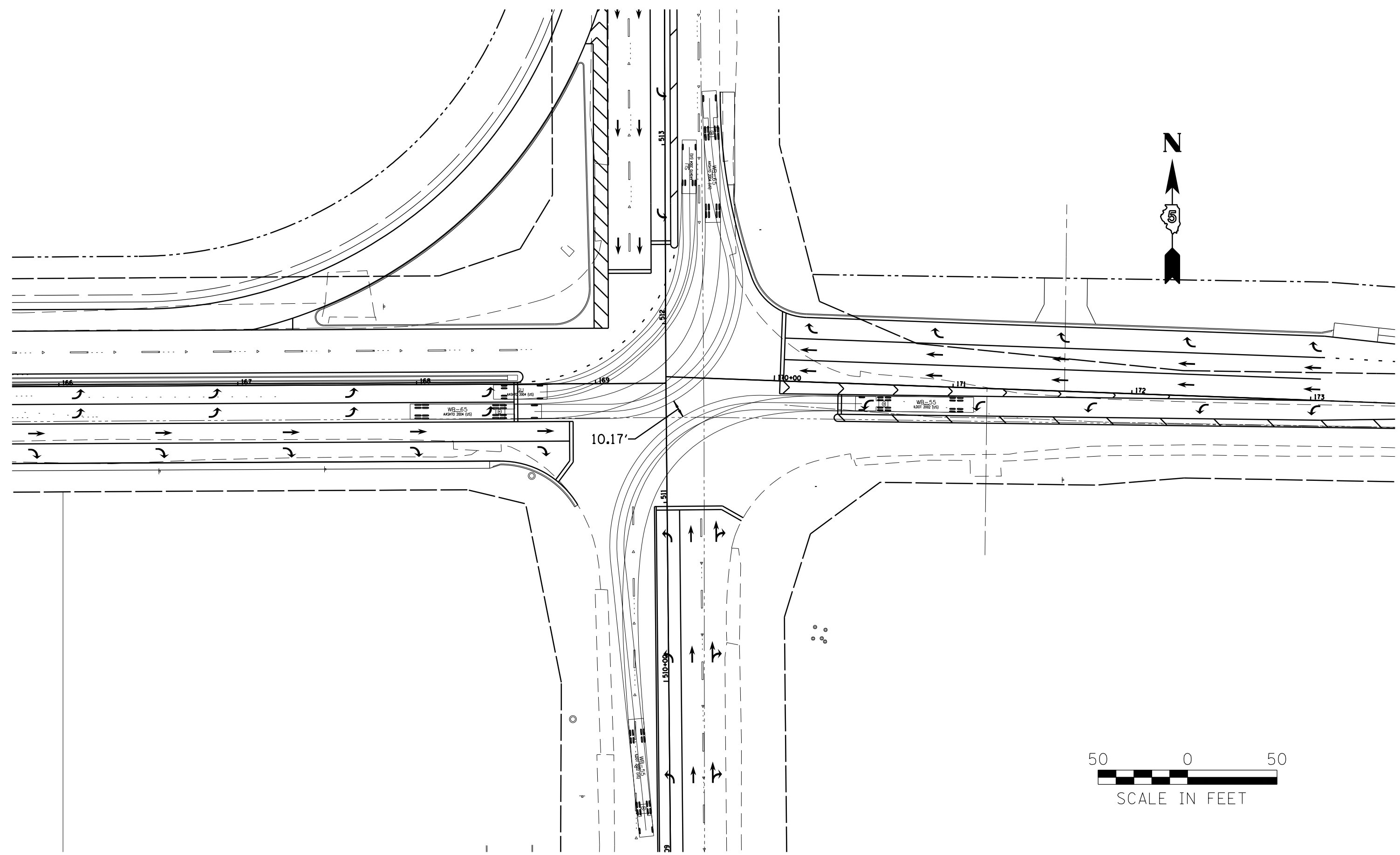
SEC. NO. 13-00168-02-PP PROJ. NO. _____

SCALE 1" = 50' COUNTY MCLEAN

SJN : _____ REV. NO. _____

0 FILE NAME : [] I.D.S. SHEET 2 OF 3

PLOT DATE = 2/19/2017
FILE NAME = F:\McLean County\2013\0130445.00 Towanda Barnes and Ireland Grove Intersection Design Study\0130445.Geodgn
PLOT SCALE = 50.00000' / 1" =
USER NAME = draemer



SHEET NUMBER 3 OF 3

INTERSECTION DESIGN STUDY

FAU ROUTE 6431 (TOWANDA BARNES RD/CH 29)
WITH
FAU ROUTE 6370 (IRELAND GROVE RD)

SEC. NO. 13-00168-02-FP PROJ. NO. _____

SCALE 1" = 50' COUNTY MCLEAN

SUN : _____ REV. NO. _____

CADD FILE NAME : [] I.D.S. SHEET 3 OF 3



PUBLIC COMMENT

Towanda Barnes Rd (CH 29) & Ireland Grove Rd (COB) Intersection Improvements

Public Information Meeting

McLean County Highway Department, South Garage – September 13, 2017, 5:00pm to 7:00pm

Comment #1: As a (newly in June) resident and as a basic traveler thru that intersection for the past 10 years (kids at Benjamin, kids at soccer fields, kids at Evans). Traffic can get very congested adding time and difficulty to get to locations as needed. As a mom with young drivers, I find that having the west bound Ireland Grove (crossing to Towanda Barnes) difficult for them to navigate. I believe that the proposal offered would be a great improvement to traveling in this intersection. It should have been done when Benjamin was build & the city approved the Grove Sub-division.

Comment #2: After talking to Jim Karch, I feel this may be a good idea. I think the State Farm traffic will flow better. ???

Comment #3: Glad to find out what they are going to do. I think this should help the morning traffic going to State Farm. Jim Karch was very helpful.

Comment #4: The proposed changes look fine. My new concern is the intersection of Streid & Ireland Grove. Turning east onto Ireland Grove at school / rush hour is already a tough thing, but with the free-flowing traffic now coming from T-B (Towanda Barnes) onto Ireland Grove, it will be far more dangerous! Please put in a light at Streid / Ireland Grove!

Comment #5: This needs to get approved immediately! Can they start yet this year?

Comment #6: Currently it is a dangerous intersection that our family travels at least 4 times a day. We support the proposed changes for better traffic flow. Today it usually takes me sitting at the light at least twice to get through. Because of this drivers are running red lights to make it through causing a dangerous situation and delays in the next traffic to start moving. Would like to see the bulk of the construction be done in the summer when school is out. **PLEASE VOTE YES TO APPROVE!!**

Comment #7: Yes, I'm for the R (right) turn lane proposal; but, not until the right turn lane is reinstated from Ireland Grove Road south onto Towanda Barnes Rd. Also, move the utility boxes, on the NW (northwest) corner of the intersection, can't see to the N (north) when trying to turn south onto Towanda Barnes from Ireland Grove Road. "Get 'er done"!!

Comment #8: We saw these email addresses from the public meeting announcement for Wed, Sep 13th. Since Ireland Grove is clearly getting busier in that stretch, we would like to draw your attention to the intersection with Streid. We have had to use this intersection daily, for several years now, on way to work. When waiting to turn left from Streid onto Ireland Grove, traffic coming from further right is hidden by the bend. This makes it more hazardous than any of the other intersections there. We would like to know of any plans you have to ease that situation, rather than make a suggestion at this time. We would have liked to discuss, but do not know if the scheduled meeting will have time to spare for this. Do let us know your thoughts.

Comment #9: Unfortunately, I cannot make this evenings meeting. However, I can attest, coming from the Grove subdivision headed West towards State Farm on Ireland Grove Road, there are often wait times of 15-20 minutes to get through the stop light. There is an enormous need for this intersection to be widened to handle more traffic east/west on Ireland Grove Road.

Comment #10: Hello! I am very excited to see the conversation taking place about the intersection of Towanda Barnes Rd and Ireland Grove Rd. I am unfortunately unable to attend the meeting next Wednesday, as I teach Religious Ed at St Pat's and that is the first night that we have class.

I have lived out here in the Grove, on Longfield Rd for over 3 years. I moved out here to be close to Benjamin Elementary school, to be certain that my children wouldn't be redistricted as they could in a neighborhood that is further from the school (I used to live in Eagle Crest East). The Grove has grown significantly in the past three years. The section of the neighborhood behind the school has even added two streets! Our neighbors are raising families, going to work, volunteering the community and paying taxes. They should NOT have to sit in traffic on Ireland Grove road through three lights every morning, to get across Towanda Barnes!

Since the school times have changed (at the beginning of the 2016-2017 school year), the time that parents and buses are dropping off at Benjamin Elementary and Cornerstone Christian Academy overlap with the time many adults are heading out to work. This has created a LOT more traffic on Ireland Grove Rd between 7:30 and 8am then there ever used to be. It doesn't help that people are in a hurry in the morning: I have driven by several car accidents at that intersection. No wonder Unit 5 has so many late buses! The intersection backs up around 2:30-2:45pm as well, but there isn't nearly as much volume as in the morning.

My suggestions for the intersection are as follows:

1. Add a right hand turn lane coming from Ireland Grove Rd westbound, onto Towanda Barnes Rd northbound.
2. Upgrade the timers on the lights. (For example, the green light should be longer from 3:30-5:30 for the folks coming to the intersection from State Farm corporate south. That same green light should not be 2 minutes long at 9am!)
3. If people could walk or ride their bikes, there would be fewer cars on the roads. Connecting the Grove to Corporate South via bike path would be the way to go, especially since the Streid Dr section of the Constitution Trail is so close! Maybe now is the time to add a bike lane/trail, crosswalks and signals! Think of the future!!!

Please email me with any further questions. Have a nice day!

Thank you for your time and for your consideration.

Comment #11: Last year it was decided to make south bound Towanda Barnes turning onto Ireland Grove a non-stop right turn. Why is it that anything that is needed to help State Farm traffic okay without considering everyone else? Think about residents who live along these roads also. I don't know what is planned but it will affect residents in Dunraven Subdivision, Kate Kids, Subway, Surgery Center, El Toro and golf course. It is hard enough now to get onto Ireland Grove now. We are lucky that the stoplight gives a little break, so we can get onto Road. Why does Ireland Grove have a 55 speed limit; while Route 9, Fort Jesse, and GE Road have a Speed limit of 45mph to Towanda Barnes?

Comment #12: I live in the Grove subdivision and have to turn right from Ireland Grove on to Towanda Barnes every morning. The wait time in the mornings can be anywhere between 5-10 minutes when I leave for work at 7:30AM Monday-Friday. It would be extremely beneficial for there to be a right turn lane as many others are also turning right but get stuck behind those going straight west on Ireland Grove. Thank you.

Comment #13: Yes, this needs to happen ASAP. This would save many accidents that occur on a weekly/monthly basis especially since the city is expanding in that direction. Thank you.

Comment #14: Please see the attached, public comments regarding the public meeting on Wednesday, September 13, 2017 regarding the proposed improvements to Towanda Barnes Road and Ireland Grove Road Intersection. Thank you for your consideration.

Add street lights on Ireland Grove Rd on the East side once you cross Towanda Barnes. There are no street lights until you travel at least one mile on Ireland Grove Rd. This is dangerous as there are narrow streets, dips on the side of the road and a minimal hill that makes it hard to see oncoming cars in the opposite direction when dark.

Comment #15: I am concerned about the "Proposed improvements include a free-flow right turn lane on southbound Towanda Barnes Road, additional right turn lanes on Ireland Grove Road for the approaches to Towanda Barnes Road..."

If the free-flow right turn lane on southbound Towanda Barnes Road is constructed, then you will be moving the traffic congestion farther west, creating more traffic concerns on Ireland Grove intersections of: Oakland Ave & Streid Road. Congestion will also be with the roads from Old Farm Lakes and White Eagle subdivision: Bay View Ln, Bear Creek Dr, Ballyshannon Dr, Shaunessey Dr, Stonebrook Ct, and Dover Rd.

I am very familiar with the Streid Road intersection with Ireland Grove, from about 7:00am until 8:30am, the traffic westbound on Ireland Grove, make it very, very difficult to turn left (eastbound) from Streid Rd onto Ireland Grove. With the speed limit of 55 changing to 45 at Streid Road, unfortunately many drivers are drastically exceeding the speed limit which makes a left turn from Streid Road even more difficult. Currently with the lights at Towanda Barnes and Ireland Grove Rd, the timing allows some break in the flow of traffic. However, my concern is, if there is no "break in the action", then it will be almost impossible to turn onto westbound Ireland Grove from Streid.

If you proceed to put a free-flow right turn lane, then you need to look farther west on Ireland Grove to provide safer intersections at Streid Rd and farther west. You need to look at putting traffic signal lights at the Streid & Ireland Grove intersection, and/or better signage, and caution lights.

Again, changes to Towanda Barnes & Ireland Grove Road intersection will have dire consequences of more accidents and congestion farther west, especially at the Streid Rd & Ireland Grove intersection.

Comment #16: I am unable to attend the September 13th meeting and want to provide comments on the proposed improvements. I have also attached the comment form PDF file.

I support adding an additional, dedicated right turn lane from Ireland Grove to TB (Towanda Barnes) southbound. I support adding an additional dedicated right turn lane from TB (Towanda Barnes) Southbound to Ireland Grove westbound. I believe the traffic load at peak times supports this proposal. Additionally, I'd ask that light timing for Towanda Barnes be addressed to keep traffic flowing. Currently traffic leaving a green light and driving the speed limit, get to the next intersection in time to hit a yellow or red light, which impedes the flow of traffic.

I support the proposed changes including a free-flow right turn lane on southbound Towanda Barnes Road, and additional right turn lanes on Ireland Grove Road for the approaches to Towanda Barnes Road, along with other geometric, drainage and signal improvements. As a commuter who uses these roads each day, I feel this would provide a much needed improvement for the intersection as traffic has increased quite a bit.

I also would like to ask that as signal improvements are considered, please look into light timing. As a frequent driver on Towanda Barnes, I find that I often leave a green light, only to arrive at the next intersection as the light turns yellow or red. Thank you for your time.

Comment #17: I cannot attend the open house meeting next week, but I'd like to share thoughts about the improvements on the Towanda Barnes Ireland Grove intersection. The additional right turn lane on southbound Towanda would greatly help the flow especially during rush hour. Additional turn lanes on Ireland Grove would also be helpful. I hope this project is completed soon. It would be a welcomed improvement.

Comment #18: I'm pleased to hear there is consideration to improve the right hand turning options at this intersection. This is definitely needed for westbound traffic on Ireland Grove Rd (Coming from the Grove subdivision) and for southbound traffic on Towanda Barnes. The last improvement included lane changes, which I believe greatly improved east bound traffic flow (two left hand turning lanes) on Ireland Grove Rd. I am hopeful this next change will be just as advantageous.

Comment #19: Hi! I am absolutely in favor of the proposed improvements to the Towanda Barnes & Ireland Grove intersection. You did a great job when you created 2 left turn lanes from Ireland Grove to Towanda Barnes. THANK YOU (that was previously awful!), and the other improvements will be a great addition. I use this intersection approximately 10-12 times a week, despite living in Normal. Thank you for making improvements! Can't wait!!

Comment #20: Hi. I was not able to make the meeting last night about the future plans for the Towanda Barnes / Ireland Grove intersection. I have lived in the Charterwood Farms subdivision, which is south of said intersection for 25 years. In this time, I have seen many improvements, especially with the widening of Towanda Barnes Road. However, one "improvement" that was made in effect took the right turn lane away (turning south on Towanda Barnes from eastbound Ireland Grove). For those of us who live to the south, this was not an improvement. I realize it was done to help the after work traffic. However, there looks to be plenty of room to widen the lane to once again have a bit more room for those turning right. So, I am requesting that this be part of the discussion at the Oct 3 meeting.

Comment #21: Unfortunately I can't make the date, but did want to pass along a suggestion. I travel the road daily and at different times. I know going southbound in the morning can get backed up due to everyone turning west, but I don't think it is enough to warrant a new turn lane being built. As an alternative, making these two changes would be a big help.

1. Add a signal to the southwest corner (for southbound traffic) that includes a turn arrow that can be green when eastbound traffic signal is green.
2. Make the right southbound lane right turn only at that intersection (must be done in combination with #1 to be effective).

The right lane is basically used as turn only today except for the random car, so this should have very little impact on southbound traffic. This doesn't solve the issues of westbound traffic, but I think would solve southbound issues for a low cost compared to expanding to an additional lane. Thanks.

Comment #22: I reside on Rachel Ct, Bloomington. For the past fourteen years I have been an IT consultant and each day I travel throughout central & east central Illinois. When I leave my residence I head either to Route 9 or Route 150, depending on my work for the day, both by way of Ireland Grove and Towanda Barnes. I would love to see improvements made to the intersection of Towanda Barnes and Ireland Grove Road. I may not be able to attend the meeting this week as I will be out of town for work, but I wanted to email nonetheless.

The intersection – particularly turning west onto Ireland Grove when you're heading south on Towanda Barnes can be maddening if it is hit during peak usage times. A dedicated turn lane or easy-turn-merge curve would be a significant benefit. Plus, a wide enough easy-flow curve would negate the need to relocate all those telecommunications & turn signal relay boxes on the NW corner of that intersection, quite close to the road.

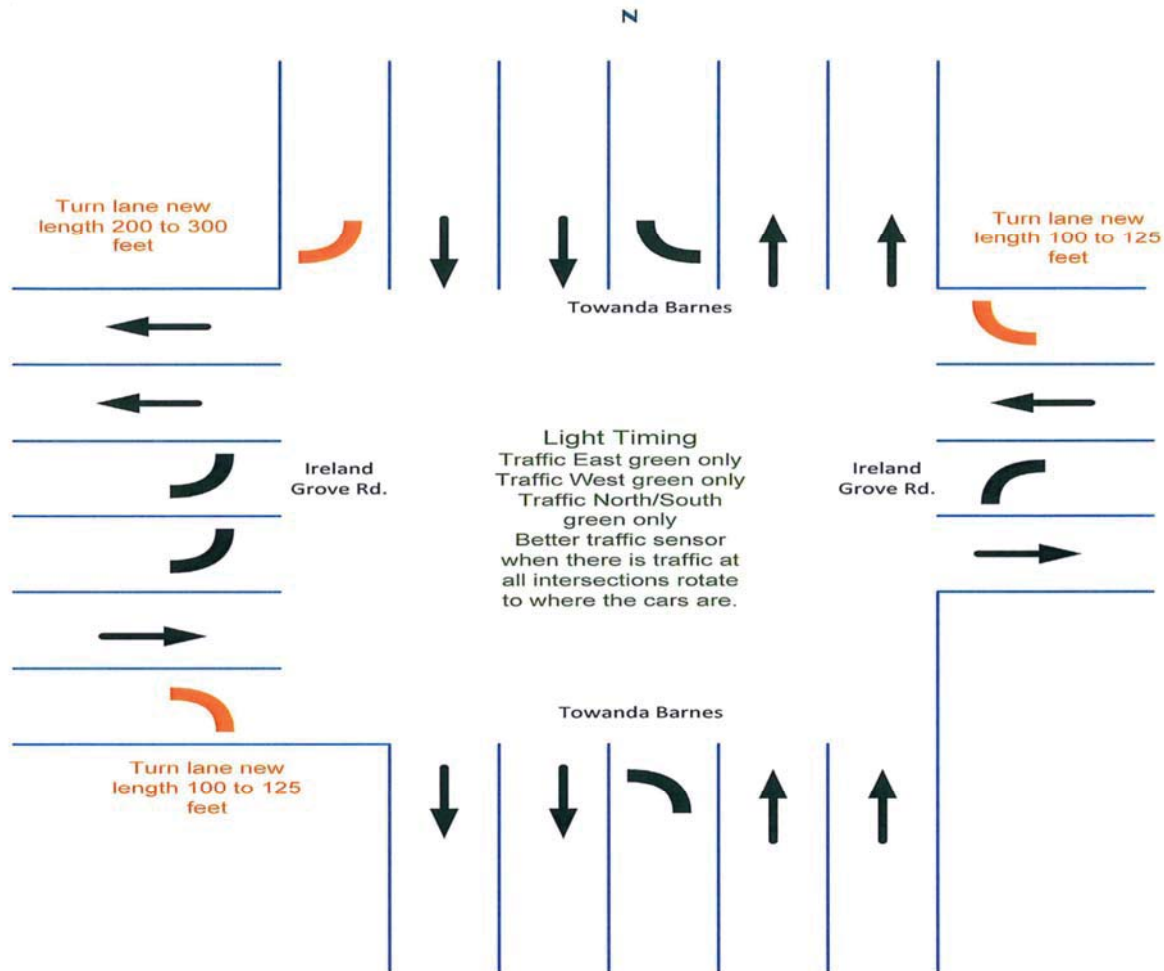
Furthermore, I would love to see a stoplight at the intersection of Ireland Grove Road and Streid Drive, where for four hours a day it becomes practically unusable. If you're heading south on Streid and attempting to turn east onto Ireland Grove it's a crapshoot of being able to during the morning and evening commute hours.

Additionally, it would seem to make sense to consider possibly relocating part of Abraham Road, near Streid & Ireland Grove, and make Abraham run directly into Streid and a 4-way stoplight be installed. As traffic needs grow on that south side by the school there, making Abraham a more direct route (and making it more driver-friendly) with a stoplight & relocating it to line up into Streid & Ireland Grove head-on might be worth researching, albeit likely difficult.

Lastly, I am pleased to hear that it sounds like Hershey will finally be extended down to 150, is that correct? Excited for that to happen.

In closing though, I would like to reiterate my desire for the intersection of Towanda Barnes & Ireland Grove Road to be improved.

Comment #23:



Comment #24: I have to admit I have mixed feelings about this project. On the positive side, the improvements could contribute to improving the efficiency and safety of the intersection. I live in the Groves of Kickapoo Creek Subdivision. I pass through the intersection often twice or more per day to go to work and other activities. I see long lines of cars waiting to go north on Towanda Barnes from either direction of Ireland Grove, and the morning line of cars coming south on T-B (Towanda Barnes) waiting to turn west on I-G (Ireland Grove). All of this waiting and idling wastes gas and pollutes the air. I have also witnessed accidents and near accidents. I am aware of at least one death at the intersection since we moved to the Grove in 2011. I have seen people,

impatient from waiting at the intersection do very stupid things, like passing traffic on the left waiting to go straight on I-G to turn right in front of the waiting string of cars!!

On the negative side, the City of Bloomington has many financial challenges. Would their share of the project be better spent to pay down the pension deficits, or improve other roads that are traveled by more residents? For example, GE Road from Veterans Parkway to T-B may be structurally sound, but is awful to travel due to the tilting slabs of concrete. The wear and tear contributes to increased maintenance expenses for residents and the city (city vehicles). There are other examples too.

Bottom line, I defer to the professional engineers from Bloomington and McLean County to make the decision. If the expense to do this project is warranted to improve the safety and efficiency of the intersection for a sufficient number of residents, then I support the project. Otherwise, if this is only a project to address concerns of a minimal number of vocal residents, then I do not.

**MINUTES
BLOOMINGTON TRANSPORTATION COMMISSION
REGULAR MEETING
TUESDAY, NOVEMBER 28, 2017 4:00 P.M.
COUNCIL CHAMBERS, CITY HALL
109 EAST OLIVE STREET
BLOOMINGTON, ILLINOIS**

MEMBERS PRESENT: Ms. Angela Ballantini, Ms. Jill Blair, Ms. Katherine Browne, Mr. Michael Gorman, Ms. Elizabeth Kooba, Ms. Kelly Rumley

MEMBERS ABSENT: Ms. Maureen (Reenie) Bradley

OTHERS PRESENT: Mr. Steve Rasmussen, Acting City Manager; Mr. George Boyle, City Attorney; Mr. Jim Karch, Director of Public Works; Mr. Philip Allyn, City Traffic Engineer; Mr. Austin Grammer, City Economic Development Coordinator; Mr. Eric Schmitt, McLean County Administrative Services Director; Mr. Jerry Stokes, McLean County Engineer

1. CALL TO ORDER: Mr. Gorman called the meeting to order at 4:00 pm.

2. ROLL CALL: Mr. Allyn called the roll. With six members in attendance, a quorum was established.

3. PUBLIC COMMENT:

Mr. Phil Reynolds, Old Town Township Roadway Supervisor, addressed the Commission. Traffic is increasing on TR 2100E and TR 1300N (Oakland Ave.) as residents of the subdivision avoid Ireland Grove Road increasing maintenance work required on their roads. Mr. Reynolds isn't sure whether the intersection changes will result in more people using Ireland Grove Road and fewer using the Township's roads. Mr. Reynolds would like to see the Transportation Commission be included in future development discussions on the east side to help minimize impacts to the Township.

Mr. Dick Biggs, resident of the White Eagle Subdivision, addressed the Commission regarding the Ireland Grove/Towanda Barnes intersection and the Ireland Grove/Streid intersection. Mr. Biggs supports the proposed improvements at Towanda Barnes with one concern: he is concerned about the effect on the intersection at Streid Drive. Mr. Biggs is a longtime resident of this immediate area and has watched the growth occur over the years and understands the future growth potential. Mr. Biggs often travels east on Ireland Grove to Benjamin Elementary and previously avoided the intersection by taking a significantly longer alternate route during bad weather, but after being in a crash recently, now uses this alternate route exclusively. A second crash occurred 3 weeks later resulting in several injuries. The intersection has several factors that make it difficult, including speeds and small gaps on Ireland Grove, sun glare in the morning, sight distance around other vehicles using the intersection, crossing multiple lanes, the curve to the east, and other factors. Concerns are documented in the Commission's packet in Items 8, 15 and 22 on pages B-69 through B-75.

4. MINUTES: Reviewed the minutes of the October 17, 2017 regular meeting of the Bloomington Transportation Commission.

5. REGULAR AGENDA

- A. TC-2017-02 – Consideration of a recommendation to City Staff to include intersection modifications at Fairway Drive and Empire Street (IL Route 9) with the resurfacing of Fairway Drive as part of the planned FY2019 Resurfacing Plan.**

Mr. Allyn introduced the intersection at Fairway Drive and Empire Street. The intersection of the frontage road is currently very close to Empire Street resulting in extremely short lanes between Empire and the frontage road as well as a full lane-width job in the through lanes across the frontage road intersection. This creates some safety issues with people turning at the frontage road intersection as well as people traveling southbound on Fairway who have to negotiate the lane shift.

The City hired a consultant to study the intersection and develop some options to improve the operations and safety. The study includes the following recommendations: install a raised median on the north leg from Empire to north of the frontage road creating right-in-right-out access to/from the frontage roads similar to the south leg of the intersection; lanes on the north leg would be reduced to a left turn lane and through-right lane, each of more adequate length; south of Empire the lane configuration stays the same, but has some minor alignment changes; spot sidewalk improvements are proposed to be added south of Empire to provide better connectivity to existing sidewalks and cross walks; bike lanes are proposed for both northbound and southbound as recommended in the City Bicycle Master Plan.

The changes are proposed to be completed as part of the FY2019 Resurfacing work on Fairway scheduled to be completed in 2018 from north of Robinhood to a yet to be determined point south of Washington.

The Study has been submitted to IDOT, who was in favor of the proposed changes and indicated approval to move forward.

Due to the changes in access, especially to the north frontage road, Staff recommends having a Public Open House to discuss the project with the area stakeholders. Comments received at the Open House would be incorporated into the design if appropriate. If significant negative feedback is received, the project can return to the Commission for direction.

Mr. Gorman indicated that during a ride-along with a police officer, the officer indicated that drivers at this intersection are required to stop prior to the frontage road and not block the intersection. He inquired what the requirements would be with the new frontage road configuration. Mr. Allyn indicated that the stop signs on Fairway at the frontage roads would be removed, with the longer turn lanes. This would essentially result in the frontage roads functioning similarly to an entrance in the middle of a turn lane in which drivers on the frontage roads would yield to drivers on Fairway. Mr. Gorman suggested this as an education component at the Open House.

Mr. Gorman asked why there was no cross walk across the east leg of Empire. Mr. Allyn indicated that the improvements focused on connecting the existing pedestrian facilities, which currently cross only on the west side of Fairway. In addition, there is only sidewalk to the north on the west side of Fairway to which to connect. Mr. Gorman asked if sidewalk could be added to the west side along with additional cross walks across the east leg of Empire and the north leg of Fairway. Mr. Allyn indicated that this could be considered as part of the potential future larger project reconstructing Robinhood and Fairway into a roundabout. There is restricted Right-of-Way as well as utility and drainage conflicts on the east between Empire and Robinhood that will make installing sidewalk through this area significantly more expensive and difficult to construct. Mr. Karch added that there are differences between Gap Sidewalk work (filling in large sections without existing sidewalk) and Sidewalk Maintenance work. This requested addition would be Gap Sidewalk work. We only have City funding currently to complete maintenance work with one small Gap project each year and there are many locations in the community where Gap sidewalks are really needed. Staff will take this location under consideration.

Mr. Gorman indicated that his inquiry on incorporating the sidewalk stems from the City's Complete Streets Ordinance and the fact that this work is proposed as part of a resurfacing project and therefore all modes will be taken into full consideration. Mr. Allyn indicated that all modes are being accommodated with the addition of bike lanes for bicycle users, since pedestrians are already currently accommodated

along the roadway via the sidewalk on the west side. In fact the proposed sidewalk to be added around Empire will increase the mobility of pedestrians even further. Mr. Gorman requested that a cost estimate be completed to construct sidewalk along the east side of Fairway between Empire and Robinhood to be brought back to the Commission for consideration.

Ms. Blair inquired if it was known how far into the future the roundabout option would be completed. Mr. Allyn indicated that there is currently no plan or budget to move forward with the roundabout option. It was suggested as something that could be done in the future to assist with access between the frontage roads and Empire since it would allow an easier U-turn at Robinhood, however the scope of work required for its construction would exceed what could be accomplished as part of the resurfacing project and the funding that is currently available. Staff will be monitoring the U-turns at this location and if problems arise, they will be addressed.

Ms. Rumley inquired about alley access to Harbor Freight. Mr. Allyn indicated that there is alley access at the north end of the Harbor Freight as well as the property immediately to the west. The raised median was purposely planned to stop south of this entrance to maintain access from Fairway to this alley.

Ms. Blair motioned to recommend that City Staff proceed with Public Involvement in the form of a Public Open House, and, pending positive feedback at the Open House, proceed with including the proposed modifications into the FY2019 resurfacing work. If significant negative feedback is received at the open house, modifications to the project will be evaluated for potential implementation prior to moving forward. Ms. Browne seconded the motion. The motion was approved by the Transportation Commission by a vote of 6-0 with the following votes cast: Ms. Ballantini – yes, Ms. Blair – yes, Ms. Browne – yes, Mr. Gorman – yes, Ms. Kooba – yes, Ms. Rumley – yes.

B. TC-2017-03 – Consideration of a recommendation to City Council concerning a Motor Fuel Tax Resolution for an additional \$900,000 for intersection design, plans, construction documents, right-of-way, utility relocation, and construction for the intersection of Towanda Barnes Road and Ireland Grove Road.

Mr. Allyn indicated the project began in 2014 as a joint project between the City and McLean County, with the County as the lead agency. Mr. Allyn introduced Mr. Jerry Stokes, County Engineer. Mr. Stokes gave a brief presentation on the history and current status of the project. There has been significant development (3,400 residences) along Towanda Barnes north of Route 9 (Empire) in the last 15 years. Much of this new development utilizes Towanda Barnes and Ireland Grove to access State Farm, Benjamin Elementary School, and Evans Junior High School creating significant backups to southbound Towanda Barnes (specifically right turning) in the morning hours and Ireland Grove in the evening hours. Design team developed idea to construct the southbound free-flow right turn lane to alleviate the congestion and approached IDOT about completing an interim Intersection Design Study based on a 10-year design rather than the typical 20-year design to construct just the free flow right. In addition, the west leg would be re-marked to provide a dual left turn lane and single through-right lane to help alleviate the Ireland Grove eastbound left turn congestion. Accident data was reviewed: in the past 5 years, there have been 36 crashes, including one fatality. This location is the highest crash history on the County Highway system, similar to the number seen at IL Route 9 and three times the number seen at other City-County intersections on Towanda Barnes.

Between 2014 and 2016, Unit 5 changed their school start times, condensing additional traffic into the peak hours and the Grove subdivision continued to develop resulting in traffic continuing to increase dramatically on the north, east, and west legs. In order to get approval IDOT of the IDS, updated traffic counts were obtained. These new counts showed that additional lanes were needed on both the east and west legs and IDOT required a full 20-year design rather than the interim 10-year design if State MFT funds were to be used for the project.

In addition to the congestion problems at the intersection, there are several other issues. To avoid backups, traffic cuts through the private, frontage road southwest of the intersection. Traffic also has been avoiding the intersection by traveling north from the Grove and Benjamin Elementary and Cornerstone Academy on Township Road 2100E which cannot adequately handle the increase in traffic resulting in failing pavement and unsafe curves and lane widths.

Other potential alternates have been considered. Conversations have been had with the schools to change their start times to move school traffic out of the commuter traffic peak, but this was not feasible due to the school bus staggered schedule needed for the District. The signal times have been tweaked to maximize efficiency, but isn't enough to solve the congestion without additional lanes.

Two options are presented for discussion: First, build the full IDOT approved intersection with 50/50 split between City and County as recommended by Staff. This would cost the City approximately \$900,000 in MFT funds. The second option is to use general funds (if they can be made available) rather than MFT funds. This would remove IDOT's requirement for all of the proposed improvements to be constructed. Instead, the free-flow right alone would be built under the 50/50 split with a City cost of approximately \$250,000. This would reduce the southbound congestion on the north leg. However, the congestion on the east leg would remain and traffic would likely continue to bypass the intersection utilizing TR 2100E.

Mr. Allyn reminded everyone that this intersection is one of the County's highest priorities and has one of the highest numbers of crashes on the County's Highway system. When the intersection is compared to other intersections within the City's roadway system, it ranks 117 out of 1,314 intersections with a recorded crash, which puts it in the top 9% when ranked by crashes per million vehicles. When ranked by number of crashes, it falls at 62 out of 1,314, which is in the top 5%. When you remove intersections on a State Route and look at just City or City/County/Town intersections, this intersection ranks 10th overall.

Mr. Allyn mentioned this is the only major intersection on Towanda Barnes without a southbound right turn lane. There is a lot of other information available in the meeting packet. Mr. Allyn indicated that the Staff recommendation was to do the MFT funded, IDOT approved project and explained the requirements for using MFT funds and typical projects in which they are generally most efficiently used. Mr. Allyn indicated that the requested \$900,000 in MFT funds is for the City's portion of the construction cost, as well as amounts for utility relocation, ROW acquisition, and a small remainder of the initial design engineering. The total construction cost is estimated to be \$1.6 million, which compares to \$7.3 million for the Towanda Barnes & Raab intersection.

Ms. Kooba expressed concerns about speeding and asked how this project addresses the speeding and related safety concerns. Mr. Allyn indicated that speeding is hard to solve with an intersection project. One method to control speeding is to increase enforcement, however, it's not practical to continuously have a police presence. In general, the easiest way is to provide traffic calming in the form of creating an urban environment with curb and gutter, buildings, trees along the road and other features that create a feeling of a tighter space. This naturally slows drivers down. A rural section with wide shoulders and open ditches surrounded by open fields creates a feeling of openness that makes drivers feel safer at higher speeds. When looking at Towanda Barnes specifically, it's a major thoroughfare for the east side of Bloomington whose purpose is to convey larger amounts of traffic from the north side to the south side and vice-versa. Speeding primarily happens between intersections. Since this project is limited to the intersection itself, there isn't really the ability to directly impact the speeding before or after the intersection. The purpose of the project is to reduce congestion at the intersection and address safety issues related to a poorly functioning and over capacity intersection. There may be some positive side effects on speeding realized. Namely, if drivers do not have to wait 5-10 minutes to get through the intersection, they hopefully will be less likely to speed once they are through the intersection in an attempt to make-up time.

Ms. Blair asked if any traffic analysis was completed with Vale Church relocating to Ireland Grove to the west of this intersection. Mr. Karch indicated that while traffic impact analysis is typically required for a new development, there was not a formal analysis completed for the Vale relocation. Since the property use (church) has its peak times on Sunday mornings which do not overlap with the busy times on Ireland Grove, and because Ireland Grove's five current lanes at that location provide plenty of capacity, it is unlikely to have any negative traffic impacts to the City's infrastructure.

Ms. Ballantini indicated that capital improvements are typically easy to fund initially. What is the plan for future maintenance? Mr. Allyn indicated that Ireland Grove is currently maintained by the City and Towanda Barnes is currently maintained by the County. This will continue in the future.

Mr. Gorman asked if a roundabout would be a better alternative for this intersection rather than expanding it in its currently form and inquired if a roundabout was considered. Mr. Allyn indicated that the initial driver for the project was the southbound right turn lane and the eastbound left (improved with the marking change to dual left turn lanes) and the focus was placed there on completing a smaller, interim improvement. At that time, it wasn't feasible to reconstruct the entire intersection as a roundabout to solve the one movement. Roundabouts are a great tool for many locations, but likely not the right solution for this intersection. It would require a dual lane roundabout, which would be more difficult for drivers to "learn" in this area where drivers are not as familiar with them, and the initial risk would be high given the relatively high traffic volumes at the intersection. The best experience comes with starting with single-lane roundabouts in an area to allow drivers to gain familiarity. Mr. Gorman agrees that a dual lane roundabout would be needed based on traffic volume per federal guidelines. Since the Council referring this project to the Commission specifically to review whether the money is being spent wisely, he wants to see an analysis of a roundabout at this location to help determine whether the proposed improvements are the best option. He agrees that there will be a period of changing driver behavior and expectations, but believes that it may potentially be a better long-term solution and would like to at least review it. Ms. Brown indicated that she believes that the speeding issue and learning to use a roundabout are both predicated on driver behavior change and is less convinced by the arguments based on crash data since it's hard to know the causes of the crashes. She believes that the presence of right turn lanes at the other intersections along Towanda Barnes lead to driver expectation for a turn lane at this intersection and the addition of the free-flow right is predictable and would help drivers feel more comfortable.

Ms. Rumley requested asking the Police to increase enforcement in the area for a period of time and monitor the results on speeding. Mr. Stokes indicated that the County Sheriffs do monitor Towanda Barnes as a whole and utilize radar trailers when possible. Mr. Allyn indicated that Staff is working to complete a speed study on Ireland Grove between Streid and Towanda Barnes in the next month or two and will also request additional enforcement by the Police. Mr. Gorman visited the area several weeks ago with the County Board representative for this area and noticed multiple red light running occurrences that appeared to be related to congestion frustration. It was clear that speed and red light running are both problems and additional enforcement would be helpful. However, safety gains due to enforcement are often shorter term gains and an engineered solution is likely needed. He is concerned that with the free-flow right turn lane drivers won't attempt to even slow down, and safety won't be improved, so he is worried to see that configuration in an area with higher speeds and poor driver behavior. Mr. Allyn indicated that the free flow right will have a relatively tight radius that will require drivers to slow down: it's designed for travel speeds around 20 mph, and drivers will not be able to negotiate it at 45 mph. In addition, the free flow right will reduce congestion, reducing rear end and other related crashes.

Mr. Gorman indicated that during his site visit, which was on a Friday, he saw significant back up of at least 2-3 cycles on the east leg, he did not see any vehicles on the north, south, or west legs that took more than one cycle to pass the intersection. Ms. Kooba reaffirmed that as a daily commuter in the area, the backup on Ireland Grove is a regular occurrence. Mr. Allyn indicated that he couldn't speak to Mr.

Gorman's personal experience, but the backups have been well documented both in regular visits by City and County Staff and on video. Mr. Allyn also mentioned one of the contributing factors to the backups on Ireland Grove in the morning is that Unit 5 no longer buses from the west half of the Grove to Benjamin Elementary and more parents are now dropping off at the school. This results in more condensing of traffic into the smaller time period as they no longer leave for work before the busy time.

Mr. Gorman asked about impacts if the motion was delayed a month or two. Mr. Allyn indicated that due to the schools, it would be advantageous for as much of the construction as possible to occur during the summer. To accomplish that, the project would need to be bid early enough to allow construction to start in May. A delay of two or three months would impact that start, a one month delay will probably not. The next Commission Meeting would be in December, meaning it wouldn't go to Council until January.

Ms. Kooba asked about the traffic volumes at the other Towanda Barnes intersections and requested a crash per volume ratio for comparison of the intersections rather than just the crash numbers provided.

Mr. Gorman reiterated the desire for an analysis on roundabout feasibility. Mr. Allyn asked Mr. Karch if the City in the past has had any discussions with our local IDOT District 5 Staff regarding roundabouts. Some Districts are pro-roundabout, some of very anti-roundabout and their opinion will greatly influence whether MFT money would be allowed to be spent on a roundabout at this location. Mr. Karch indicated that District 5 has been resistant to roundabouts and other newer design ideas as they tend to be more conservative in their preferences. Mr. Karch also mentioned that some basic analysis could be completed, but that there is no funding for a larger scale study is available currently. Mr. Allyn indicated that based on those comments, it sounded like general funds would be needed for a roundabout, which wouldn't be prohibitive, but would require additional budget consideration. Mr. Gorman asked for verification that roundabouts typically cost less. Mr. Allyn indicated that it depends entirely on the specifics of the location. For intersections where the choice is a single lane roundabout or installing new signals and multiple turn lanes, the roundabout is usually cheaper. In this location, where there is already traffic signals and five lanes of pavement on three of the four legs, the proposed widening is likely cheaper since the dual lane roundabout will require replacing a significant amount of pavement both within the circle area and to install curving, speed calming approaches.

Ms. Browne requested a summary of points quantifying the expected increase in intersection efficiency and safety with the changes. Mr. Allyn indicated that Staff could run several traffic models comparing before and after conditions and provide that comparison of vehicular delay to show the expected congestion reduction. It would be harder to provide quantitative predictive numbers for the safety component. Ms. Browne would like whatever information would be possible to provide context. She also indicated concern with the distance between the free-flow right merging on Ireland Grove and the potential new signal at Streid Drive. Mr. Allyn indicated that there would be over half a mile of separation, so there should not be any conflicts.

Ms. Rumley also requested information related to the years in which right turn lanes were installed at the Towanda Barnes intersections at Raab, Empire, and GE Road and the crash rates before and after.

Mr. Gorman indicated that there was an apparent consensus to delay a decision until additional requested information was presented to ensure that the right long term solution is obtained given the large amount of money being requested to be spent. The specific information requested was reviewed.

Mr. Gorman asked if the Ireland Grove project will impact Streid Drive. Mr. Allyn indicated that there should not be a noticeable change in volume at the Streid intersection due to the changes at Ireland Grove. Mr. Gorman asked about a change in grouping on vehicles on Ireland Grove and the presence of gaps. Mr. Allyn responded that a large part of the problem at Streid right now is a lack of gaps. Currently, at Ireland Grove, there is a constant queue of vehicles waiting to make the southbound right. Any gaps

created by excess green time on other conflicting movements (northbound left, westbound through) are being filled by vehicles turning red on red from the southbound right. The free-flow right should allow the vehicles to maintain their grouping created at the Oakland signal as they make the southbound right, thereby not filling the gaps at the end of the other movements. There should not be a significant difference at Streid due to the proposed changes at Ireland Grove.

Ms. Blair motioned to delay this discussion until the December Commission meeting to allow staff to gather additional data and information. Ms. Kooba seconded the motion. The motion was approved via unanimous voice vote.

6. OLD BUSINESS: N/A (No Previous Meeting)

7. NEW BUSINESS

A. INFORMATION – Ireland Grove Road and Streid Drive traffic signal improvements.

Mr. Allyn indicated that there have been a number of complaints at this intersection both related to safety and the ability to turn from Streid onto Ireland Grove. Traffic signals have been requested. Staff counted traffic volumes at the intersection and reviewed past crash data. The crash history for the past five years was presented. There has been a history of 1-2 crashes per year except for 2014, when there were no crashes.

Mr. Allyn stated the Manual on Uniform Traffic Control Devices (MUTCD, the federal standard for all things traffic control) provides warrants or guidelines for when traffic signals should be considered. Mr. Allyn proceeded to describe the nine warrants and how they are applied. Warrants 1-3 are based on vehicle volumes, Warrant 4 is based on pedestrian volumes, Warrants 5-9 are based on special conditions (School Crossing, Railroad Crossing, signal coordination, etc.) with Warrant 7 pertaining to crash rate.

Mr. Allyn reviewed the application of each warrant to the Streid Drive intersection. Warrant 1 requires that traffic volumes reach a minimum threshold for at least eight hours during a typical day, it was met for 11 hours. Warrant 2 requires that traffic volumes reach a minimum threshold for at least four hours during a typical day, it was met for seven hours. Warrant 3 requires that traffic volumes reach a minimum threshold for at least one hour during a typical day, it was met for five hours. The volume-based warrants were all met by a significant margin.

Mr. Allyn indicated that there are currently no improvements planned or budgeted for this intersection. Given that signals are warranted by a reasonable amount, Staff worked to identify possible interim solutions with a reasonable cost. One idea that is being pursued is the installation of signal heads on span wires rather than more costly mast arms. This would allow for a cheaper installation that could be modified more easily in the future. Long term plans call for Abraham Road to be realigned to line up with Streid Drive.

Photos were reviewed of an initially temporary installation of span wire signals at a State intersection in Peoria (IL Route 40/Knoxville Ave. and the IL Route 6 Off-Ramp) that has remained in place due to its successful operation. Similar span wire signals will be installed at Streid as a pilot project that, if successful, may become a tool to be used in other similar situations around the City.

The City has a contract with Bodine Electric to assist with signal related work that the City Staff do not have the equipment to complete, such as setting mast arms, boring conduits, etc. The intent is to have Bodine set the poles and anchors and run the span wires. The remaining signal equipment (heads, controller, etc.) will be purchased using funds currently budgeted for equipment replacement. City Electricians would install the remaining equipment and complete the wiring. Both the Bodine contract and the equipment budget have adequate funds remaining to complete this work and still keep a

contingency amount for the rest of the fiscal year. It is currently anticipated that these signals could be online as early as Spring of 2018.

Ms. Blair asked if the signals would always be red-green-yellow or if they could be switched back to stop signs on Streid during the night and other low-volume periods. Mr. Allyn indicated that they would be programmed similar to regular signals where Ireland Grove will have a green signal unless a vehicle is detected on Streid, so there shouldn't be any periods where cars are stopped for a red light on Ireland Grove with no cars on Streid.

Mr. Gorman expressed he is very much in favor of the concept and the solution finding funding is a great proposal from staff. He agreed that with the future realignment of Abraham, it would be a temporary solution and that it doesn't make sense to construct permanent equipment that would need to be replaced. This different, fiscally responsible approach is appreciated.

Mr. Allyn also added that as a pilot project, we are also exploring using some newer signal technology. For example since new signal heads are now LED's that require considerably less power, we are trying to incorporate all low-voltage equipment, which would be safer to install and maintain as well as in the event of a vehicle crash into the equipment. The low-voltage equipment may also allow for potentially incorporating solar panels as the power source. Newer vehicle detection types will also be explored. One concern relates to snow not being able to melt off the lower powered LED heads. Since LED's have become the standard everywhere for new installations, this is something that is an on-going concern at other locations as well. Mr. Karch pointed out that State law requires an intersection to be treated as an all way stop in the event that signals are not visible, and that would be the case at this location as well as others were this to occur. Heads being on spans wires with some movement may also help knock snow off heads before it freezes.

The intersection will be monitored closely to ensure satisfactory performance.

8. ADJOURNMENT: The meeting adjourned at 5:38 pm unanimously by voice vote; motioned by Ms. Kooba and seconded by Ms. Blair.

Respectfully,

Philip Allyn
City Traffic Engineer

**CITY OF BLOOMINGTON
REPORT FOR THE TRANSPORTATION COMMISSION
DECEMBER 19, 2017**

CASE NUMBER:	SUBJECT:	ORIGINATING FROM:
TC-2017-03	Potential Intersection Modifications at Towanda Barnes Rd. & Ireland Grove Rd.	City Council (10/23/2017 Meeting)
REQUEST:	Recommendation to City Council regarding a Motor Fuel Tax Resolution for an additional \$900,000 for intersection design, plans, construction documents, right-of-way, utility relocation, and construction for the intersection of Towanda Barnes Road and Ireland Grove Road.	

STAFF RECOMMENDATION: Approval

Staff recommends the Transportation Commission pass the following motion recommending:

- A. That City Council approve the Motor Fuel Tax Resolution for an additional \$900,000 for intersection design, plans, construction documents, right-of-way, utility relocation, and construction for the intersection of Towanda Barnes Road and Ireland Grove Road and the Mayor and City Clerk be authorized to execute the necessary documents.**

1. ATTACHMENTS:

- a. Location Map**
- b. Roundabout Alternate Feasibility Summary**
- c. Towanda Barnes Average Daily Traffic Volumes**
- d. Towanda Barnes Intersections Crash Rate Comparison**
- e. Intersection Capacity Comparison - Build versus No-Build**

2. BACKGROUND AND SUPPLEMENTAL INFORMATION:

This item was previously Tabled at the November 28, 2017 Transportation Commission Meeting with a request for additional information. See the packet from that meeting for the previously provided information and project history. The following information was specifically requested:

1. *Would a roundabout be a better overall solution for this intersection?* Roundabouts have many benefits as traffic control devices and are a good fit for many intersections but are not always the best option for every situation. Attached is a summary of the advantages and disadvantages of reconstructing a roundabout at this intersection of Ireland Grove and Towanda Barnes as compared to the currently designed modifications to the signalized intersection. To function adequately, the roundabout will need to be constructed with three lanes and will still need the southbound free-

flow right bypass lane. Note the roundabout's higher construction cost, project delay, additional significant preliminary and design engineering costs, and additional utility relocation needs. It does not appear that a roundabout would be a preferable alternative in this location.

In addition, please see the attached Capacity Comparison Table discussed below. Preliminary Analysis was completed for an assumed two-lane roundabout, with the southbound right turn bypass remaining. With this bypass included, the roundabout appears to function acceptably in the AM peak hour. However, in the PM peak period, the heavy eastbound left turn lane movement does not have enough lanes to serve the volume and effectively overpowers the roundabout by not allowing gaps for the other legs. It appears that a three-lane roundabout would be required, significantly increasing the construction cost and the complexity for drivers.

2. *Can the Police increase enforcement to help control speeding?* The City completed a speed study on Ireland Grove between Streid Drive and Towanda Barnes Road in early December. Two locations were measured. At the first (between Streid and Tullamore), the 85th Percentile Speed (the speed at which 85% of drivers are driving at or below) was determined to be greater than 62 miles per hour with 61% of drivers exceeding 55 mph. At the second location (between Tullamore and Glenbridge), the 85th Percentile Speed was determined to be 61 miles per hour with 45% of drivers exceeding 55 mph. This shows that while drivers are slowing down as they pass the developed area (golf course, Subway, Pony Fields, etc.) and approach the Towanda Barnes intersection, there is still an unusually high violation rate and speeds are high as drivers pass Streid Drive. Engineering Staff met with the Police Department and reviewed the data and the Police will be increasing enforcement in this area via their STEP program. The effects will be monitored moving forward.
3. *What are the traffic volumes at the other intersections on Towanda Barnes and how does the crash rate at Ireland Grove compare when ranked by crashes per volume?* Attached are two Figures:
 - a. See the attached map showing the most recent Average Daily Traffic at various locations along Towanda Barnes (blue) as well as the major cross roads (red), generally collected in 2015. Volumes shown are the total vehicular volume in both directions of travel.
 - b. See the attached table converting the crash numbers for multiple major intersections along Towanda Barnes as provided by the County into Crashes per 1 million vehicles at the intersection. Rates are calculated using the most current ADT information available, generally collected in 2015.
4. *How much more efficient does the intersection become with the proposed modifications?* Rough Capacity Analysis was completed for the AM and PM peak hours for the intersection in its current configuration for both the 2016 counted traffic volumes and the projected 2037 Design Year traffic volumes. These values should generally reflect the current performance, as well as the performance in the 2037 Design Year without any other changes between now and then. These results are

presented in the attached table along with the analysis results for the proposed improvements for the design year. Also included in this table is Preliminary Capacity Analysis for a roundabout option.

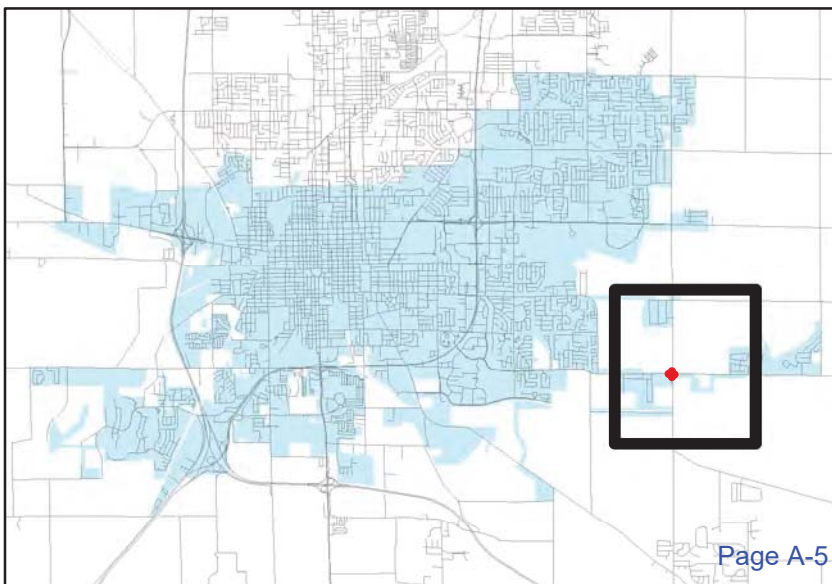
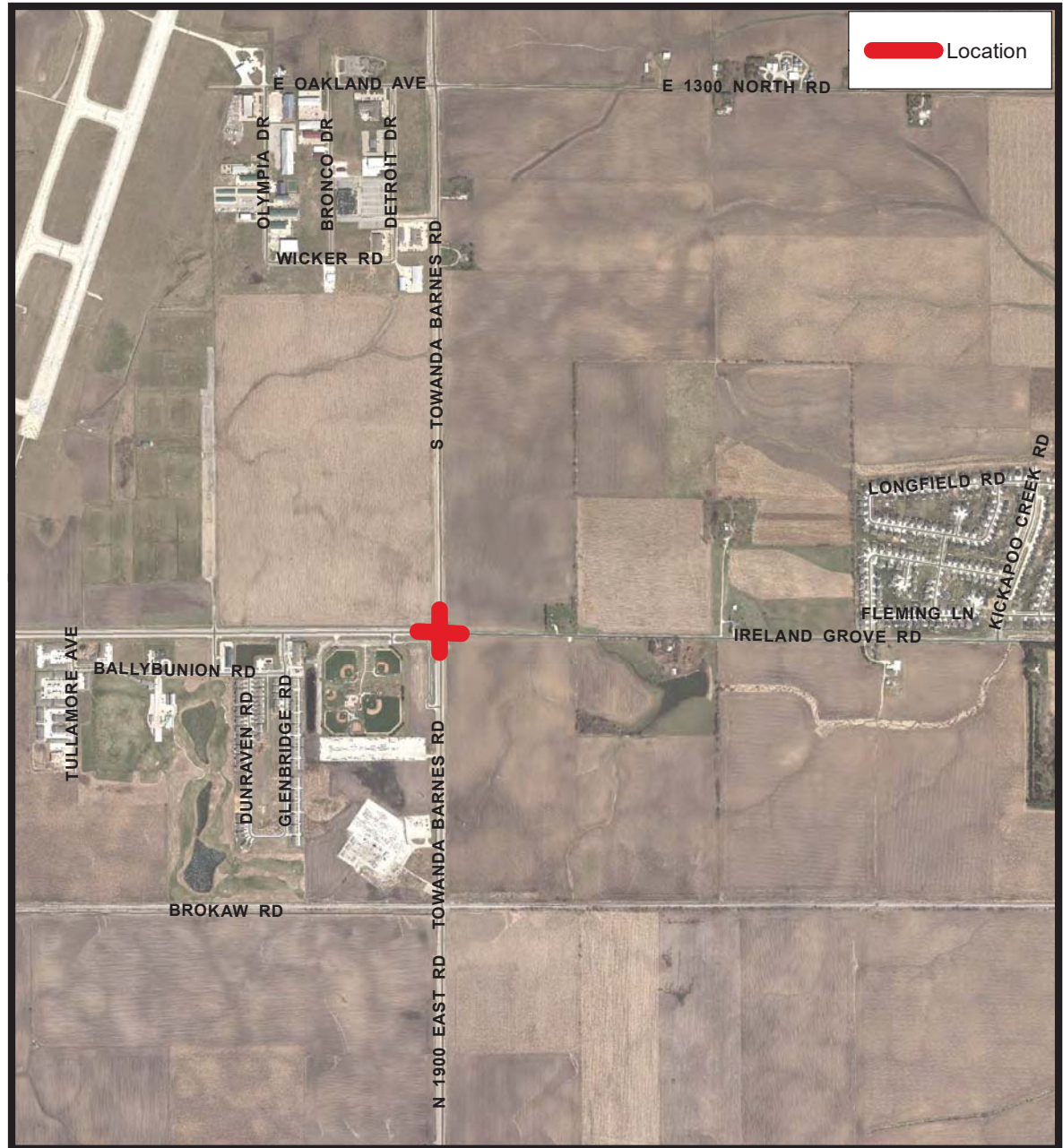
5. *Can Staff provide years in which right turn lanes were installed at Towanda Barnes and Raab Road, GE Road, and Empire and the crash rates before and after the changes?* Right turn lanes were added to most of the intersections along Towanda Barnes at the same time the road was widened from 2 lanes to 5 lanes. This widening was accomplished in four County construction projects spread out between 2001 and 2016, starting at the south end at US Route 150 and continuing to north of Raab Road and a widening project along Empire that extended noticeably far to the north and south by the State around 1996. As a result, changes in crash rates due specifically to the addition of right turn lanes cannot be determined for most of the intersections along Towanda Barnes. The exception is at Oakland Avenue where northbound and southbound right turn lanes were added in 2008 along with eastbound and westbound left turn lanes on Oakland and this intersection is thus included. Note that ADT's increased significantly from year to year during this period due to the rapid growth on the east side of Bloomington-Normal and counts were not obtained every year. For comparison sake, the ADT closest to the year in the middle of each crash data range was generally used. In addition, since most of these construction projects spanned multiple years, the accident data ranges do not start exactly with the year of construction in order to eliminate crashes that may have occurred during construction traffic control. Finally, most years between 1996 and 2015 there was a major construction widening and/or pavement reconstruction project going somewhere along Towanda Barnes. The construction traffic control that drivers would have to negotiate is not typical and may skew the crash numbers. Below is the best information available:
 - a. At Oakland, Towanda Barnes was widened from 2 lanes to 5 lanes around 2002, and northbound and southbound right turn lanes and eastbound and westbound left turn lanes were added in 2008. From 2003-2007, there were 9 crashes, or about 0.392 crashes per million vehicles. From 2009-2013, there were 9 crashes, or about 0.379 crashes per million vehicles.
 - b. The intersection at GE Road was upgraded around 2003. Complete crash data is not available for 1998-2002. From 2004-2008, there were 19 crashes, or about 0.795 crashes per million vehicles.
 - c. The intersection at Empire/IL Route 9 was upgraded around 1996. Complete crash data is not available for either 1991-1995, or 1998-2002.
 - d. The Raab Road intersection was just completed in 2016, so post-construction crash data is not available. Complete preconstruction crash data is not readily available since this intersection is located in the Town of Normal.

3. STAFF RECOMMENDATION:

Staff recommends the Transportation Commission pass the following motion recommending:
That City Council approve the Motor Fuel Tax Resolution for an additional \$900,000 for intersection design, plans, construction documents, right-of-way, utility relocation, and construction for the intersection of Towanda Barnes Road and Ireland Grove Road and the Mayor and City Clerk be authorized to execute the necessary documents.

Respectfully submitted,

Philip Allyn, PE, PTOE
City Traffic Engineer



Roundabout Feasibility Review

Intersection of Ireland Grove Road and Towanda Barnes Road, Bloomington, IL

Points of Comparison	Intersection As Proposed (Traffic Signals)	Roundabout Intersection
Proposed Improvements	Construction of the following via pavement widening: - Free-flow southbound right turn lane - Eastbound right turn lane - Westbound right turn lane, second through lane, and full length left turn lane - Minor traffic signal modifications	Construction of three-lane roundabout required for satisfactory functionality: - Removal and Replacement of existing pavement for hundreds of feet to the north and south to provide speed control curves and three receiving lanes on the northbound direction of the north leg - Pavement widening on the east leg reduced a couple hundred feet compared to the Signal option - Free-flow southbound right turn bypass lane still required to accommodate southbound right vehicles - Lighting of the intersection and the approaches within the limits of the splitter islands
Vehicle Safety	Proposed improvements will reduce congestion which should improve congestion related safety such as rear-end crashes and reduce red-light running. However, there will be significantly more potential conflict points and higher speeds (and thus severity) within the intersection itself compared to a roundabout.	There will be an initial "learning period" for drivers during which crashes may increase. Three-lane roundabouts are VERY uncommon in the United States. Significantly decreased number of potential conflict points for traffic compared to signalized intersection. Red-light-running will be eliminated, however less severe crashes may increase (lane change and failure to yield sideswipes). Lower speeds at the intersection should decrease crash severity. Studies have shown roundabouts have lower rates of injury crashes. However, while severity should still be lower, a three-lane roundabout should not be expected to have the same crash reduction of a single or dual lane roundabout.
Pedestrian Accommodation	Due to lack of pedestrian need at this time, pedestrian accommodations are not currently included. As the area develops and pedestrian need increases, crosswalks and pedestrian signal equipment can be added with minimal effort and cost.	Due to lack of pedestrian need at this time, pedestrian accommodations would not be included. However, splitter islands would be constructed with depressed curbs at future crosswalk locations to reduce reconstruction. Provide pedestrians and bicyclists refuge when crossing roadway. Pedestrians only have to watch for traffic in one direction at a time.

Roundabout Feasibility Review

Intersection of Ireland Grove Road and Towanda Barnes Road, Bloomington, IL

Points of Comparison	Intersection As Proposed (Traffic Signals)	Roundabout Intersection
Traffic Capacity/Delay	Proposed design is expected to accommodate projected 20 year peak hour traffic volumes. Some traffic will still be required to come to a complete stop at intersection when there is no conflicting traffic causing unnecessary delay during off peak hours.	During off-peak times, delay will be reduced as vehicles will not be required to stop when there is no conflicting traffic. However, dual-lane roundabout will not function during the PM peak times due to the overwhelming eastbound left volumes. Three-lane roundabout required for acceptable operation likely not practical due to cost, increased difficulty in navigation, and reduced safety benefits.
Construction Budget	\$1.6 million - Cost primarily consists of widening and resurfacing the existing pavement, so almost all of the existing pavement will remain in place	\$2.5 million to \$3.5 million - Construction limits to north and south will be extended to provide speed control curves - Due to changes in alignment and cross slopes, pavement removal and replacement will be significantly increased - Lighting required to be added to all four legs for the length of the splitter islands as well as additional lighting at the roundabout - Increased costs for staging and traffic control to keep intersection open to traffic during construction
Design Costs	Construction plans are complete and ready to be advertised for construction bids. No additional preliminary or design engineering costs are anticipated.	All preliminary and design engineering will need to be completed for a new design estimated to be approximately \$150,000 to \$200,000.
Utility Impacts	Minor relocations required (Estimated to cost approximately \$30,000).	In addition to similar minor relocations required for the Signalized option, relocation of the existing transmission pole in the northeast quadrant will be required (Estimated total utility relocations costs of approximately \$150,000)
Construction Staging	Construction would be staged to keep intersection open during construction.	A roundabout would be more difficult and expensive to keep open to traffic during construction than a traditional intersection. Likely not practical to close the intersection due to the heavy commuter volumes on these two arterial roads and lack of close detour route.

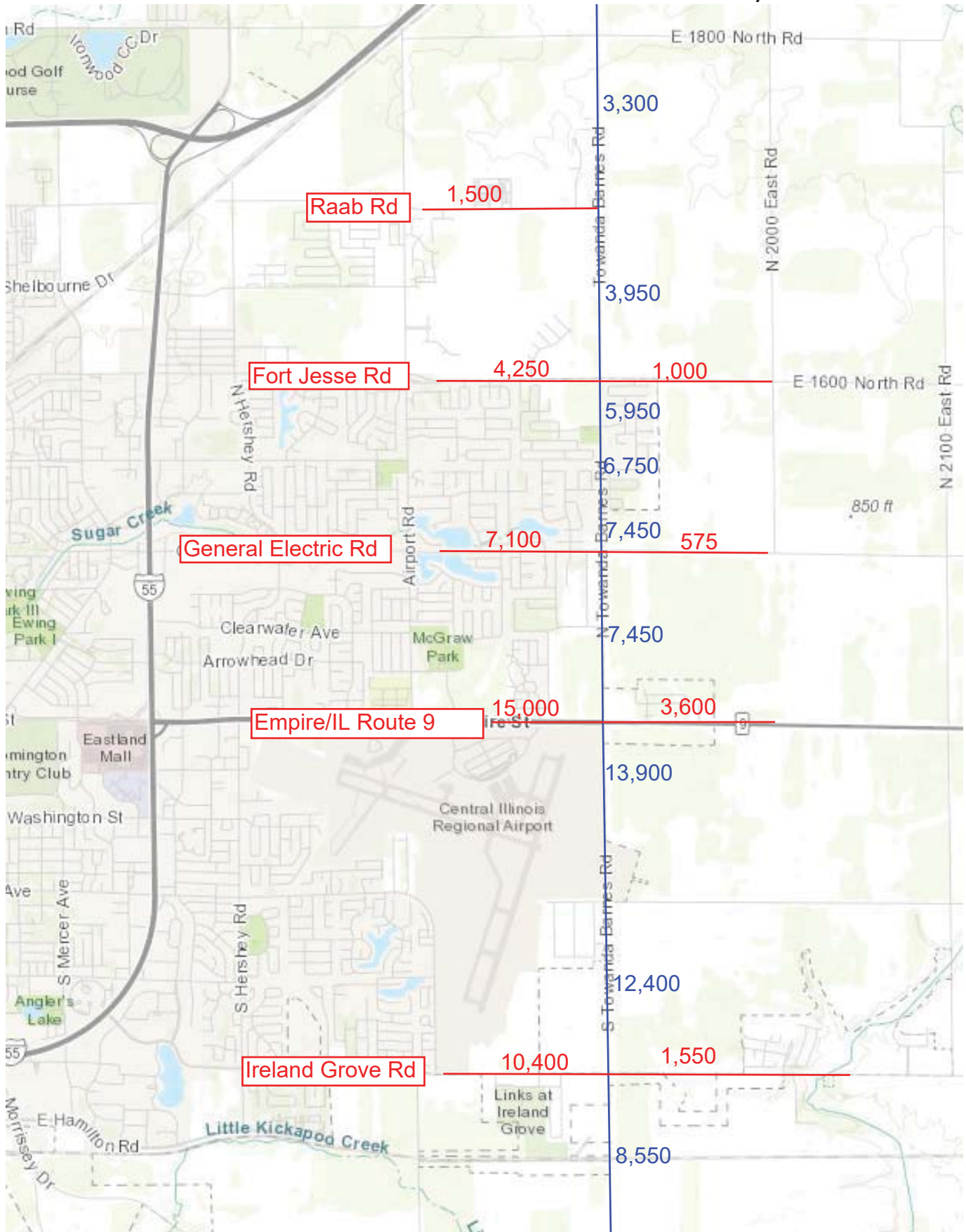
Roundabout Feasibility Review

Intersection of Ireland Grove Road and Towanda Barnes Road, Bloomington, IL

Points of Comparison	Intersection As Proposed (Traffic Signals)	Roundabout Intersection
Construction Schedule	Project is currently targeted for construction during the summer/fall of 2018, pending completion of ROW acquisition and funding authorization by the City and the County.	The project will essentially be re-started from the beginning. Preliminary engineering (Intersection Design Study) will need to be redone and approved by IDOT (if MFT funds are used) and completely new design plans and construction documents will need to be completed. New ROW acquisition documents will need to be completed and negotiations restarted. This process will likely delay construction two years until the summer/fall of 2020.
Right-of Way	A small amount of ROW is needed.	More ROW will be required than the Signal option. ROW needed in the southwest quadrant may impact the viability of that property.
Environmental & Pollution	Increased vehicle idling, starting and stopping will increase noise, fuel consumption and vehicle emissions.	Continual motion of vehicles through the intersection decreases delay, starting and stopping, which decreases fuel consumption and vehicle emissions. Center island presents opportunity for environmentally friendly landscaping.
Public Perception & Awareness	Drivers more familiar with traffic patterns. Very little public education required.	Potentially, aesthetically pleasing landscaping could be added to center island and splitter islands to create a "gateway" into the Bloomington area. Although modern roundabouts are striped and signed to be intuitive to drivers, public education will likely be required, since they are not prevalent in this area, especially with a three-lane roundabout.
Future Costs	Current traffic signal maintenance costs (electricity, etc.) will continue. Other maintenance costs should be similar to those for a roundabout. Future cost to add pedestrian and/or bicycle accommodations should be minor.	Current traffic signal maintenance costs (electricity, etc.) will be eliminated, however costs due to increased roadway lighting will be added. Other maintenance costs should be similar to those for a roundabout. Future cost to add HAWK signals required at each crosswalk when pedestrian accommodations are added will be significant and increase maintenance costs further.

Towanda Barnes Volumes
Cross Road Volumes

Agenda Item A
Towanda Barnes Daily Traffic Volumes



Agenda Item A

Crash Rate Summary Analysis Towanda Barnes Intersections			
Cross Street	Number of Crashes	Intersection Total ADT	Crash Rate per 1M Vehicles
Raab Road	11	4,250	1.418
Fort Jesse Road	12	7,575	0.868
GE Road	12	11,288	0.583
Empire (IL Rte 9)	36	19,975	0.988
Ireland Grove Road	36	16,450	1.199

Capacity Summary Analysis - AM Peak Hour								
Towanda Barnes & Ireland Grove Intersection								
Movement	NO IMPROVEMENTS 2016 (Existing)		NO IMPROVEMENTS 2036 (Design Year)		PROPOSED IMPROVEMENTS 2036 (Design Year)		DUAL-LANE ROUNDABOUT 2036 (Design Year)	
	Delay (sec)	LOS	Delay (sec)	LOS	Delay (sec)	LOS	Delay (sec)	LOS
Eastbound Left	33.1	C	34.0	C	37.3	D		
Eastbound Through	43.6	D	151.5	F	33.2	C		
Eastbound Right					11.5	B		
Eastbound Approach	38.7	D	102.3	F	31.8	C	6.4	A
Westbound Left	25.1	C	25.5	C	31.6	C		
Westbound Through	93.3	F	567.8	F	52.5	D		
Westbound Right					20.9	C		
Westbound Approach	90.9	F	546.2	F	43.5	D	12.3	B
Northbound Left	39.9	D	162.3	F	40.7	D		
Northbound Through	34.4	C	66.0	E	42.1	D		
Northbound Right	34.5	C	66.7	E	42.5	D		
Northbound Approach	36.6	D	105.1	F	41.6	D	12.7	B
Southbound Left	37.2	D	251.2	F	43.2	D		
Southbound Through	180.2	F	444.8	F	43.4	D		
Southbound Right	1,825.2	F	2,967.2	F	43.6	D		
Southbound Approach	1,280.4	F	2,083.8	F	43.3	D	3.0	A
Overall Intersection	519.9	F	923.7	F	40.7	D	8.0	A

Capacity Summary Analysis - PM Peak Hour								
Towanda Barnes & Ireland Grove Intersection								
Movement	NO IMPROVEMENTS 2016 (Existing)		NO IMPROVEMENTS 2036 (Design Year)		PROPOSED IMPROVEMENTS 2036 (Design Year)		DUAL-LANE ROUNDABOUT 2036 (Design Year)	
	Delay (sec)	LOS	Delay (sec)	LOS	Delay (sec)	LOS	Delay (sec)	LOS
Eastbound Left	30.3	C	37.1	D	52.6	D		
Eastbound Through	39.6	D	225.0	F	53.1	D		
Eastbound Right					19.4	B		
Eastbound Approach	34.3	C	130.3	F	41.6	D	170.6	F
Westbound Left	38.5	D	38.8	D	32.2	C		
Westbound Through	47.0	D	265.4	F	32.1	C		
Westbound Right					27.4	C		
Westbound Approach	46.6	D	254.2	F	29.8	C	69.5	F
Northbound Left	55.4	E	164.1	F	29.2	C		
Northbound Through	44.1	D	59.5	E	35.8	D		
Northbound Right	44.2	D	61.0	E	36.4	D		
Northbound Approach	47.6	D	90.1	F	34.1	C	123.6	F
Southbound Left	36.9	D	257.9	F	40.5	D		
Southbound Through	184.2	F	478.6	F	47.8	D		
Southbound Right	189.7	F	488.7	F	47.8	D		
Southbound Approach	167.6	F	441.0	F	45.6	D	10.9	B
Overall Intersection	82.0	F	240.6	F	41.6	D	97.4	F

**MINUTES
BLOOMINGTON TRANSPORTATION COMMISSION
REGULAR MEETING
TUESDAY, DECEMBER 19, 2017 4:00 P.M.
COUNCIL CHAMBERS, CITY HALL
109 EAST OLIVE STREET
BLOOMINGTON, ILLINOIS**

MEMBERS PRESENT: Ms. Angela Ballantini, Ms. Jill Blair, Ms. Maureen (Reenie) Bradley, Ms. Katherine Browne, Mr. Michael Gorman

MEMBERS ABSENT: Ms. Elizabeth Kooba, Ms. Kelly Rumley

OTHERS PRESENT: Mr. George Boyle, City Attorney; Mr. Jim Karch, Director of Public Works; Mr. Kevin Kothe, City Engineer, Mr. Philip Allyn, City Traffic Engineer; Mr. William Caisley, McLean County Board Member and Chairman of the County's Transportation Committee, Mr. Eric Schmitt, McLean County Administrative Services Director; Mr. Jerry Stokes, McLean County Engineer, and several members of the public.

1. CALL TO ORDER: Mr. Gorman called the meeting to order at 4:05 pm.

2. ROLL CALL: Mr. Allyn called the roll. With five members in attendance, a quorum was established.

3. PUBLIC COMMENT:

Mr. William Caisley, McLean County Board Member and Chairman of the County's Transportation Committee, spoke regarding the Towanda Barnes Road and Ireland Grove Road Intersection. Mr. Caisley indicated the County's desire to see the project move forward. There are large backups and Towanda Barnes Road is the busiest highway on the County Highway system. There have been a number of crashes, most of which have been low speed crashes due to distractions while drivers are waiting in line at the intersection. There has also been at least one fatality. The intersection congestion diverts traffic onto a private road in an attempt to bypass the intersection, creating unsafe additional left turns from Towanda Barnes onto the private road and from the private road onto Ireland Grove. The County Board would prefer to use MFT funds for their portion of the project. Mr. Jerry Stokes, County Engineer, is present and available if there are any questions for the County.

4. MINUTES: Reviewed and approved the minutes of the October 17, 2017 and November 28, 2017 regular meetings of the Bloomington Transportation Commission. Ms. Blair motioned to approve the minutes of the October 17, 2017 meeting with correction of several minor typos. Ms. Browne seconded the motion. The motion was approved by the Transportation Commission unanimously via voice vote.

Ms. Blair motioned to approve the minutes of the November 28, 2017 meeting with the correction of several minor typos. Ms. Browne seconded the motion. Ms. Bradley indicated that she should be removed from the voting results on each item as she was not present at the November meeting. The motion to approve the minutes with the requested modifications was approved by the Transportation Commission unanimously via voice vote.

5. REGULAR AGENDA

- A. TC-2017-03 – Consideration of a recommendation to City Council concerning a Motor Fuel Tax Resolution for an additional \$900,000 for intersection design, plans, construction documents, right-of-way, utility relocation, and construction for the intersection of Towanda Barnes Road and Ireland Grove Road.**

Mr. Allyn presented information requested at the previous meeting, starting with the requested results of the roundabout alternate evaluation. Due to the heavy eastbound left turning movement in the PM peaks, a three-lane roundabout would be required. With just a dual-lane roundabout, the constant traffic stream of the eastbound left turns would prevent northbound and westbound vehicles from entering the roundabout, resulting in extremely long delays for these northbound and westbound drivers. To accommodate the heavy southbound right volume, the free-flow right turn bypass lane would still be required. While the traffic signal equipment would be removed, roadway lighting of the circle and the approach legs would be required, resulting in no net change in ongoing maintenance costs due to electricity and equipment maintenance. Since this intersection is in a higher speed area, the limits of the project would be extended noticeably to construct chicanes, (a series of successively tighter alternating curves) on the roundabout approaches to slow traffic before they entered the relatively tight radii in the roundabout itself.

Mr. Allyn reviewed the positive benefits of the roundabout option. Speeds through the intersection would be reduced from 45-65 mph to likely under 30 mph and red-light-running would be eliminated. The lower vehicle speeds and reduced conflict points should noticeably reduce the severity of crashes that do occur. A roundabout will allow relatively continuous flow during off-peak times, providing much more efficient travel for motorists during these times. Finally, due to the location of this intersection and the high volumes of out-of-town traffic coming to Bloomington from the south and east, a roundabout could be landscaped to provide an aesthetically pleasing gateway feature into the community.

Mr. Allyn discussed the disadvantageous of the roundabout option. While crash severity should be reduced, due to the complexity of the three-lane roundabout, the number of crashes should not be expected to decrease and may actually increase. Pedestrian accommodations are not planned with the current intersection improvements since there is currently very little, if any, need. However, as the area develops, crosswalks and sidewalk/paths can be added to the traditional intersection with a minimum of cost and effort by painting crosswalks and adding the pedestrian signal equipment to the existing mast arms. With a multi-lane roundabout, HAWK pedestrian signal equipment would be required for each crosswalk amounting to a significant additional construction cost, as well as additional maintenance costs. These would also increase the complexity of navigating the roundabout for motorists and bicyclists. Since there are virtually no acceptable detour routes for a full closure, traffic would need to be maintained through the work area. Due to the entire pavement within the intersection being reconstructed for a roundabout, the work would need to be broken up into many smaller work areas to maintain traffic, reducing efficiency and increasing the difficulty, cost and duration of construction. The proposed intersection widening does not remove the existing pavement, so while the number of lanes might be reduced during construction, there is still adequate room to maintain traffic. Since the design and construction documents for the proposed intersection widening are complete and ready to be bid once Right-of-Way (ROW) acquisition is complete in the near future, construction of the project is anticipated to be ready to begin this summer (2018). However, with the roundabout alternate, the project would essentially start over from the beginning with a new preliminary design, and recreating construction documents. This would result in construction likely being delayed approximately two years. The roundabout alternate would also more significantly impact surrounding properties. ROW would be required in the southeast and southwest quadrants and the ROW required in the northeast quadrant would increase. The ROW required in the southwest quadrant would likely impact the existing private frontage road, potentially impacting the feasibility of development of the parcel. Utility impacts would also be more significant, specifically to the large Ameren transmission line along the east side of Towanda Barnes. The major pole in the northeast quadrant could be avoided with the currently proposal, but would require relocation to construct the roundabout. Total remaining costs for the currently proposed intersection design are estimated at \$1.6 million for construction with an additional \$40,000 to \$60,000 for ROW acquisition and utility relocation. For the roundabout option, construction is estimated to cost between \$2.5 million and \$3.5 million due to the increased project limits and pavement reconstruction;

new Design Engineering will be required for around \$150,000 - 200,000; utility relocation will likely increase to around \$150,000 to relocate the large Ameren transmission pole and Nicor gas mains currently in easements; and ROW acquisition could easily double to over \$50,000 for a total additional cost of \$3 to 4 million.

Mr. Gorman mentioned that he was disappointed that a two-lane roundabout wasn't possible and that three-lanes would be required. If two left turn lanes are sufficient for the traditional intersection, why are three required for the roundabout? Mr. Allyn responded that in the roundabout, there is nothing to force the left turn traffic to stop and let other vehicles use the intersection. In a signalized intersection, even if a vehicle has to wait a cycle or two, there will always eventually be a red light stopping the conflicting movements (in this case the eastbound lefts during the afternoon/evening peaks) that allow the other legs to go. When the roundabout was modeled, it showed a constant stream of eastbound left turn traffic entering the roundabout unopposed. Since the northbound and westbound legs are required to yield to the traffic in the roundabout, they can't enter and end up waiting indefinitely. While there are different specific configurations that could be evaluated in greater detail during the actual design, three lanes around at least a portion of the roundabout would be required.

Mr. Gorman inquired about how traffic projections are determined and whether the Community Development Department and the City's Comprehensive Plan are consulted. Mr. Allyn responded that typically, the actual existing traffic volumes are counted and then a growth factor is applied to arrive at a projected volume for the chosen design year. The growth factor is based on the actual growth that has been experienced in the recent past. Most roads are counted every two to four years by the City, County or IDOT. Shifts in patterns are taken into consideration; for example, we currently ignore the high-growth rates seen prior to 2008, and look at the changes in volumes over the last 5-6 years. If there is a significant new source of traffic that will be established in the near future, then additional traffic volumes are added based on Trip Generation data. Ideally, local data specific to the new generator type will be used. However, when it's not available, the Institute of Transportation Engineers (ITE) has collected data into its *Trip Generation Manual*. Counts of actual traffic volumes created by real developments of all different sizes all across the country are completed and categorized by type: single-family house, apartment, gas station, fast food restaurant, etc. All these counts are then compiled by the type of use and best-fit lines are generated. This allows someone to determine that a certain number of houses could be expected to generate a certain volume of traffic. This expected "new" traffic is added to the existing traffic to project the future traffic volumes. For this project, we counted the number of homes that are expected to be constructed at the Grove in the phases currently underway and estimated the amount of additional traffic they would generate. This was then added to the existing traffic increased at the growth that is currently being seen to project the anticipated traffic volume in the 20-year design period. This is very typical for projects with IDOT involvement. If only local funds were being used, a shorter design year could be considered, or even just the existing traffic. This was the case at the Ireland Grove and Streid Drive intersection we reviewed last month. We looked at the current year traffic to determine if there is a problem right now rather than whether there could be a problem 10 or 20 years from now. In the case of the Towanda Barnes intersection, we know that we have a problem right now. In order to not have to come back and redo the intersection every 5 years and traffic changes, we designed the improvements with the expectation that they will be sufficient for 20 years.

Mr. Gorman mentioned that he is aware of criticisms of the ITE *Trip Generation Manual* and how volumes are derived. For example, studies focus on suburban settings without mass transit options, the "ideal" automobile model. Are there ways that traffic can be reduced at this location, such as can Connect Transit come out there and reduce the number of vehicles to modify the way that the ITE *Trip Generation Manual* would estimate future traffic volumes? Mr. Allyn responded that the ITE Manual is a collection of real live collected data. The number of houses is counted, the number of vehicles entering and leaving is counted and the data is documented. It is collected across the country and averaged out. There will be

some variation from place to place. For example, a subdivision with primarily retired occupants in Florida may generate different numbers than a subdivision in the suburbs of Chicago or LA or in a town in Wyoming. There is variability; however, it is the best approximation available. In this particular case, we could have paid the consultant to do an extensive study counting the cars going to and from the first phase of the Grove and then applied those rates to the homes yet to be constructed in the current phases. However, there are no certainties that those numbers would be any better of a guess of the actual volumes to be seen in 20 years than the ITE rates. It's just another data point. In this case, the only trip generation that was done was for the next phase of the Grove that we knew was under construction and would be occurring. There were not any additional traffic volumes added for any of the other potential development that might occur in to the north, south or west. In response to whether the ITE Trip Generation is valid, which seems to be the ultimate question, it is the industry standard and is the best data available.

Mr. Gorman mentioned that the growth rates seen over the past several decades are valid but are based on an outdated growth pattern that the new Comprehensive Plan discourages. Under the new Comprehensive Plan, is it likely that we will still see the same rates of growth? Mr. Allyn responded that one of the biggest unknowns in Traffic Engineering is what exactly is going to happen over the next 20 years. The current Comprehensive Plan may change again in 10 years. Until we see how the current Comprehensive Plan affects traffic volumes, it's very hard to guess what those impacts will be. It's very possible that things may change in the coming years to be different than how we assume they will be now.

Mr. Allyn addressed other questions and requests for information from the November meeting, reviewing the various exhibits from the agenda packet. The exhibit showing the various Average Daily Traffic volumes along Towanda Barnes Road and each of the major crossroads was reviewed. Volumes are highest between Ireland Grove Road and Empire/Route 9, and decrease as you go further north. When applying the ADT volumes to the number of crashes calculated by the County for the major intersections along Towanda Barnes, Raab Road has the highest rate at 1.418 crashes per million vehicles. However, this intersection was also under significant reconstruction with work zone traffic control during the period analyzed, so it's possible the numbers are skewed. Ignoring Raab, the next highest rate intersection along Towanda Barnes is Ireland Grove at 1.199 crashes per million vehicles, followed by the Empire intersection at 0.988 and Fort Jesse at 0.868.

Mr. Allyn explained Level of Service (LOS) and associated Control Delay as defined by the *Highway Capacity Manual*, a research and data based manual that governs traffic modeling. The LOS is a letter grade A through F that corresponds to each point at which a user's experience gets worse. For example, LOS A corresponds to a driver being impacted very little by an intersection. LOS F corresponds to a failed intersection where drivers have to wait multiple signal cycles to pass through. Each letter is associated with a range of seconds of Control Delay. Control Delay is the additional number of seconds that it takes a user to navigate the traffic control device. If you approach the intersection at 45 mph, and pass through maintaining 45 mph, your delay is zero. If you have to slow down from 45 mph to 5 mph before accelerating back to 45 mph, even though you didn't stop, you still were delayed, maybe 5-10 seconds. If you have to stop for 20 seconds, you have the stop time, plus the slow down and speed back up times, and your delay is maybe 35-40 seconds. The thresholds are based on experience. For example, the change from LOS B to LOS C is 20 seconds, which is about the point at which people start to first feel impatient and may creep forward or start to wonder when the light is going to change. At about 55 seconds (LOS C to LOS D), people start to think maybe there is something wrong with the signal. The typical standard that we try to maintain is a LOS of C for Arterial roadways, with LOS D allowed in extenuating circumstances. Collectors and Local Streets have lower volumes and slower speeds, so the typical accepted minimum LOS is D for those roads.

Mr. Allyn reviewed the Capacity Analysis Comparison Tables. The LOS for the intersection today with no improvements currently ranges between C and F with the worst delays seen on the southbound

movements as can be expected. With the projected 20-year traffic volumes, LOS for many movements drops from C and D to E or F. It's likely that the delays shown over 300 seconds (1,825.2 seconds for example) are examples of the traffic model "breaking" because the delays are high enough that the governing equations are no longer valid. In these cases, while the numbers may not be technically correct, they do represent an extremely long and typically unacceptable delay.

The third group of data shows the expected 20-year results with the proposed improvements. Note the LOS is B, C, or D for all movements with the proposed improvements. While the high number of D's don't meet the desired LOS of C, they are significantly better than even the current conditions.

The final columns show the expected LOS for the roundabout alternate using a two-lane roundabout configuration. While it functions well in the morning since we still have the southbound right turn bypass, it fails in the evening. It can be seen that the westbound, northbound and eastbound legs all have a LOS of F, again due to the eastbound left turning traffic over-powering the roundabout and blocking the south and east legs. The southbound approach is still fairly good since those drivers will be able to enter the roundabout ahead of the eastbound left turns and thus do not get stopped indefinitely.

Mr. Allyn mentioned that after collecting speeding data on Ireland Grove and reviewing it with the Police Department, they would be initiating increased enforcement in January.

Mr. Allyn discussed the review of crash data for the other intersections along Towanda Barnes and how crash rates changed with the addition of right turn lanes. Most of the intersections had right turn lanes added as part of the larger projects widening Towanda Barnes from two lanes to five lanes, so there isn't really comparable data. The one intersection in which the addition of right turn lanes was the dominant modification was at Oakland, where the volumes are noticeably lower than at Ireland Grove. The crash rate dropped from 0.392 before the turn lanes to 0.379 after. Note this rate is already fairly low compared to the other intersections.

Ms. Bradley asked about school buses being able to navigate a three-leg roundabout and which directions would they be traveling. Mr. Allyn indicated he wasn't sure on how the School District routes the buses, but they would be traveling through the roundabout. Buses should have no issues navigating the roundabout, regardless of the number of lanes. Since these are arterial roads, the roundabout would be designed to accommodate semi-trucks, which require more room to turn than a school bus.

Ms. Blair commented on the LOS tables that even with the improvements, there are still a lot of C's and D's, which doesn't seem to be a significant improvement. Would we need to be returning in another 10-15 years for more changes? Mr. Allyn responded that the typical "acceptable" LOS is C or D, and we fall within that range. In addition, the values shown are for the 20-year design period. Immediately after the project is constructed, the LOS should be slightly better. As traffic then grows naturally over time, it could be expected to reach the values in the table. One of the reasons 20 years is the standard design period is because after that amount of time, more involved maintenance work is often beginning to be needed and other modifications, if needed, can be made as part of that work. In addition, the reason the project started only as an initial "interim" 10-year improvement with just the southbound right turn lane was because of the East Side Highway planning that was being completed. As part of that study, a 20-year intersection design was completed with the assumption that the East Side Highway would be completed. This resulted in a significantly larger intersection with multiple through lanes, dual left turn lanes, and dual right turn lanes on all four legs as the "ultimate" intersection. Obviously, this is contingent upon if/when the East Side Highway is completed. Right now Towanda Barnes functions as the major north-south road on the east side of town. Airport Road is blocked by the airport. Hershey is already at capacity, so people travel a little further east to Towanda Barnes to travel north and south. When/if the East Side Highway is ever built, that changes the entire situation at this intersection. Ms. Blair confirmed that we don't want to build the full improvements now, not knowing when that will happen and potentially need

to redo work. Mr. Allyn reiterated that the proposed project should be adequate for the 20-year design period. There is obviously a balancing act between not just building a short-term fix that needs revisited in 5 years and overbuilding because you want to plan for 50. That happened in the past with some of the intersections and roads build 15 years ago during the building boom that now have extra lanes that aren't needed.

Ms. Bradley reiterated that people avoiding the intersection by traveling on the private road and using the Pony entrance is a problem. Are there steps that can be taken to eliminate this such as a "No Thru Traffic" sign? Mr. Allyn indicated that since the road is on private property, the only way to really stop people from using this road is to put up a gate, which we can't do on private property. Signs very likely won't stop someone currently bypassing the intersection illegally. Mr. Gorman believes that there are law-abiding citizens that are just fed-up that would choose to obey the law if there was a sign indicating "No Left Turns" even if it meant the extra delay at the intersection. Ms. Bradley mentioned that there are also people traveling to the Pony fields that would be impacted by the left turn restriction. Mr. Allyn indicated that it's might be possible to restrict the left turns by making the entrance a right-in-right-out with a large channelizing island that would physically restrict left turns. There could be funding issues as well since it's private property and the entrance is on the County Highway. Ms. Bradley reaffirmed that the cut through traffic seems to be a safety problem, but acknowledged that since it is private property, it's the owner responsibility.

Ms. Bradley motioned to recommend that City Council approve the Motor Fuel Tax Resolution for an additional \$900,000 for intersection design, plans, construction documents, right-of-way, utility relocation, and construction for the intersection of Towanda Barnes Road and Ireland Grove Road and the Mayor and City Clerk be authorized to execute the necessary documents. Ms. Ballantini seconded the motion.

Ms. Blair requested verification that Staff was comfortable with the recommendation and asked if there were any reservations. Mr. Allyn indicated he had no reservations about the project and believes that both the proposed improvements and the use of MFT funds for the project are the proper thing to do for this intersection. The proposed improvements alleviate the problems currently occurring at the intersection with a long-term solution while not overbuilding. This project is the right complexity and size matching the most efficient use of MFT funding as opposed to local funds.

Mr. Gorman indicated that his understanding was that before involving IDOT and planning to use MFT funds, the project was smaller and was increased to the current size by IDOT. Mr. Allyn responded that the County and City initially approached IDOT about the project in 2014 to request using MFT funds to alleviate congestions associated with the heavy southbound right and eastbound left turn volumes. At that time, the Intersection Design Study (IDS) for this intersection was just being completed as part of the East Side Highway study as mentioned before. IDOT gave special permission to do a project with a 10-year interim design to help with the current situation, knowing that the ultimate 20-year project would be completed as part of the East Side Highway project. This lead to the preliminary design consisting of just the southbound free-flow right turn lane and changing the lane markings on the west leg to provide an eastbound dual left turn lane. During the IDS approval process in 2016, additional backups on the east leg began to present themselves. In addition, it was becoming apparent that the East Side Highway project was not likely to be completed within the next 20 years. In light of the issues developing on the other legs of the intersection and the anticipated delay of the East Side Highway, IDOT rescinded the permission for an interim 10-year project and required the full 20-year design based on new traffic projections. It is not that they did not allow just the southbound right turn lane at the beginning; it's that they changed their mind half-way through.

Mr. Gorman indicated that he was planning on voting no on this motion. He views the biggest issue and safety concern to be speeding. Certainly there are crashes due to rear ends and such from the congestion, but the bigger problem is the severe crashes resulting from high speeds and this proposal doesn't address the speeding problem. Hopefully, there are additional engineering changes that can be made in the future to help reduce speed at the intersection. Mr. Allyn indicated that there really isn't a way to directly affect speeding half a mile north or south of the intersection by making changes at the intersection. The best solution at this intersection is to allow it to function properly. The speeding issue relates to the overall corridor along Towanda Barnes, which cannot physically be addressed with a project at a single point along the corridor. Mr. Gorman indicated that he understood that the proposed intersection improvements won't affect areas outside the intersection. He stated that he is not concerned with the congestion at the intersection. The problem is speeding along the Towanda Barnes and Ireland Grove corridors. Since this project does not address the speeding issues in the larger overall area, he cannot support the proposed project.

Ms. Bradley stated that she's compelled to vote in favor of the motion. She sees this as a project that is almost completed and needs to be finished. Something needs to be done at this intersection. Engineering cannot replace enforcement and enforcement cannot replace engineering. She is conscious of the speed issue and severity of accidents and is concerned about the traffic volumes. We need to protect those most vulnerable in our community and the location of the school close to this intersection is a concern. We can not go back and change where the schools have already been placed. What we have is an intersection that needs some help before 2020. This is may not be the perfect option, but it should fix a lot of the problem. We can't just wait for the next idea. There will still be a speed problem, and there will still be a need for enforcement, but the proposed project addresses a lot of the problems at the intersection and she will be voting in favor.

Mr. Allyn added that there will be some indirect positive effects on speeding with the proposed improvements. If motorists are not forced to sit for an extremely long period at this intersection, they will be less likely to speed prior to and following the intersection in an effort to "make up" the lost time. This is the same reason why we do not use stop signs at every intersection in a subdivision as a method to control speed. The result of frequent stop signs is that drivers actually drive faster between intersections if they are forced to stop at every one.

Ms. Brown shares Mr. Gorman's concerns about needing to address the speeding and other issues of the intersection. She believes there is a need to change driver behavior as part of the remedy for the intersection. While reviewing the project, it has been impressed upon her that the Commission has not been asked to address problems with human behavior, but to address the engineering. We have been asked to evaluate whether this project makes the intersection the best it can be, not whether it solves every problem. Her initial hesitation on voting in favor of the proposal was having one intersection that is split 50-50 with the County but the larger burden is on the County and non-City roads with traffic diverting to other roads. In addition, she recognizes the concern with speeding as documented in multiple public comments and presentations by various people. However, those issues are not what the Commission has been asked to address and she will be voting on the proposal itself.

The motion was approved by the Transportation Commission by a vote of 4-1 with the following votes cast: Ms. Ballantini – yes, Ms. Blair – yes, Ms. Bradley – yes, Ms. Browne – yes, Mr. Gorman – no.

6. OLD BUSINESS: None

7. NEW BUSINESS: None

8. ADJOURNMENT: The meeting adjourned at 5:08 pm unanimously by voice vote; motioned by Ms. Blair and seconded by Ms. Brown.

Respectfully,

Philip Allyn
City Traffic Engineer

DRAFT



REGULAR AGENDA ITEM NO. 8B

FOR COUNCIL: February 12, 2018

SPONSORING DEPARTMENT: Community Development – Office of Economic Development

SUBJECT:

- A. Presentation of the Downtown East Washington Street Redevelopment Project Area Tax Increment Financing Redevelopment Plan; and
- B. Approving an Ordinance to set a date for, and to approve a notice of a public hearing for the Downtown East Washington Street Redevelopment Project Area as recommended by the City's Community Development Department (The Redevelopment Project Area generally includes the East Washington Street Corridor bounded by North Gridley Street on the west and North Evans Street on the east including the former Bloomington High School building at 510 East Washington Street).

RECOMMENDATION/MOTION: An Ordinance to set a date for and to approve a notice of a public hearing for the Downtown East Washington Street Redevelopment Project Area be approved and authorize the Mayor and City Clerk 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; 6d. Healthy adjacent neighborhoods linked to Downtown; 6e. Preservation of historic buildings.

BACKGROUND: Tax Increment Finance (TIF) consultant Peckham Guyton Albers & Viets (PGAV) has completed the Feasibility Study and Redevelopment Plan for the proposed Downtown East Washington Street TIF District. The Feasibility Study and Redevelopment Plan were authorized by Ordinance #2017-48 on June 12, 2017. At the February 12, 2018 City Council

meeting, Economic Development Coordinator Austin Grammer will present the Feasibility Study and Redevelopment Plan to the City Council and be available to answer questions.

The TIF Act calls for the City to hold a public hearing so that all interested persons or affected taxing districts may provide verbal or written feedback in support or objection with respect to any issues regarding the approval of the proposed Redevelopment Plan, designation of the Project Area, and adoption of tax increment allocation financing. The TIF Act requires the public hearing to be scheduled at least 45 days after the adoption of an ordinance setting a date and time for the public hearing. Scheduling the public hearing for the night of the regular City Council meeting on April 9, 2018 is recommended by staff and PGAV.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In compliance with the TIF Act, staff will mail a notice of the proposed public hearing to all of the affected taxing districts and to the Illinois Department of Commerce and Economic Opportunity. The taxing districts specified in the TIF Act will also be provided with a copy of the Redevelopment Plan and will be invited to serve as members of the Joint Review Board which will meet on March 9, 2018.

A copy of the Redevelopment Plan was placed on file in the City Clerk's Office on February 1, 2018. A notice of the availability to review the Redevelopment Plan in the Clerk's Office will be mailed to all parties registered on the Interested Parties Registry and to all residential addresses within 750 feet of the boundaries of the proposed TIF District.

Staff has also created a webpage on the City's website where the Feasibility Study and Redevelopment Plan and other information related to the proposed Downtown East Washington Street Redevelopment Project Area can be viewed by the public: www.cityblm.org/TIF

FINANCIAL IMPACT: None at this time.

COMMUNITY DEVELOPMENT IMPACT: TIF Districts are a recommended tool in the "Economic Development Incentives Toolkit" detailed on page 97 of the City's Comprehensive Plan 2035. The proposed Downtown East Washington Street TIF District is aligned with the following goals and objectives of the Comprehensive Plan 2035:

Goal ED-4 Enhance the image of Bloomington as a business friendly community.

ED-4.2 Prioritize infill and redevelopment to spur growth and reinvestment in the City.

ED-4.3 Facilitate and enhance pedestrian-friendly neighborhood centers to support mixed use developments

ED-4.4 Evaluate commercial land use needs in the context of changing economic trends

ED-4.5 Identify and reduce barriers for local growth and economic development

Goal D-1 Continue to build a healthy Downtown that offers a range of employment, retail, housing, cultural and entertainment opportunities for all.

D-1.1 Strengthen business recruitment and retention activities

D-1.2 Pursue catalyst projects that can serve as additional Downtown anchors

D-1.4 Develop a wide variety of Downtown housing options

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

D-2.1 Identify and designate gateways to Downtown [East Washington Street]

Goal D-6 Reinforce the connections between Downtown and adjacent neighborhoods.

D-6.1 Encourage development on sites that will link Downtown with surrounding neighborhoods

D-6.3 Pursue public-private development opportunities with major employers seeking employee housing near offices

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

Respectfully submitted for Council consideration.

Prepared by: Austin Grammer, Economic Development Coordinator

Reviewed by: Bob Mahrt, Interim Community Development Director

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

Community Development review by: Bob Mahrt, Interim Community Development Director

Legal review by: Kathleen Field Orr, Special Council to the City

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- Power Point presentation for the Downtown East Washington Street RPA
- Ordinance to set a date for, and to approve a public notice of a public hearing for the Downtown East Washington Street Redevelopment Project Area
- Tax Increment Financing Redevelopment Plan: Downtown East Washington Street Redevelopment Project Area (Also on file in the City Clerk's Office for public inspection and available on-line at www.cityblm.org/TIF)



*Community Development Department
Office of Economic Development*

**Downtown-East Washington Street
Redevelopment Project Area**

February 12, 2018

Downtown-East Washington Street Redevelopment Project Area

Past Timeline:

- **June 12, 2017:** Authorized Redevelopment Agreement between City and Iceberg Development Group for redevelopment of former High School/Junior High building at 510 E. Washington into 57 age-restricted apartments with commercial spaces on ground level.
- **June 12, 2017:** Council approved Ordinance for PGAV to conduct a Feasibility Study and draft a Redevelopment Plan for the Study Area.
- **July 19, 2017:** Notice of the Interested Parties Registry published in the Pantagraph.
- **February 1, 2018:** A copy of the Redevelopment Plan was placed on file in the City Clerk's Office.
- **February 12, 2018:** Council to consider an ordinance setting a time and place for the required Public Hearing and establishing a date for the meeting of the Joint Review Board (JRB).

Proposed Future Timeline:

- **March 9, 2018:** Joint Review Board Meeting @ City Hall.
(at least 14 days but not more than 28 days from the adoption of the ordinance setting the date of the public hearing).
- **April 9, 2018:** Public Hearing @ City Hall
(not less than 45 days from the adoption of the ordinance setting the date of the public hearing).
- **Late April – Early July 2018:**
 - Council to consider three Ordinances:**
 - 1. Adopt TIF Plan & Redevelopment Project**
 - 2. Designate TIF Area**
 - 3. Adopt Tax Increment Financing for the Area**
(not less than 14 days nor more than 90 days from the close of the public hearing)

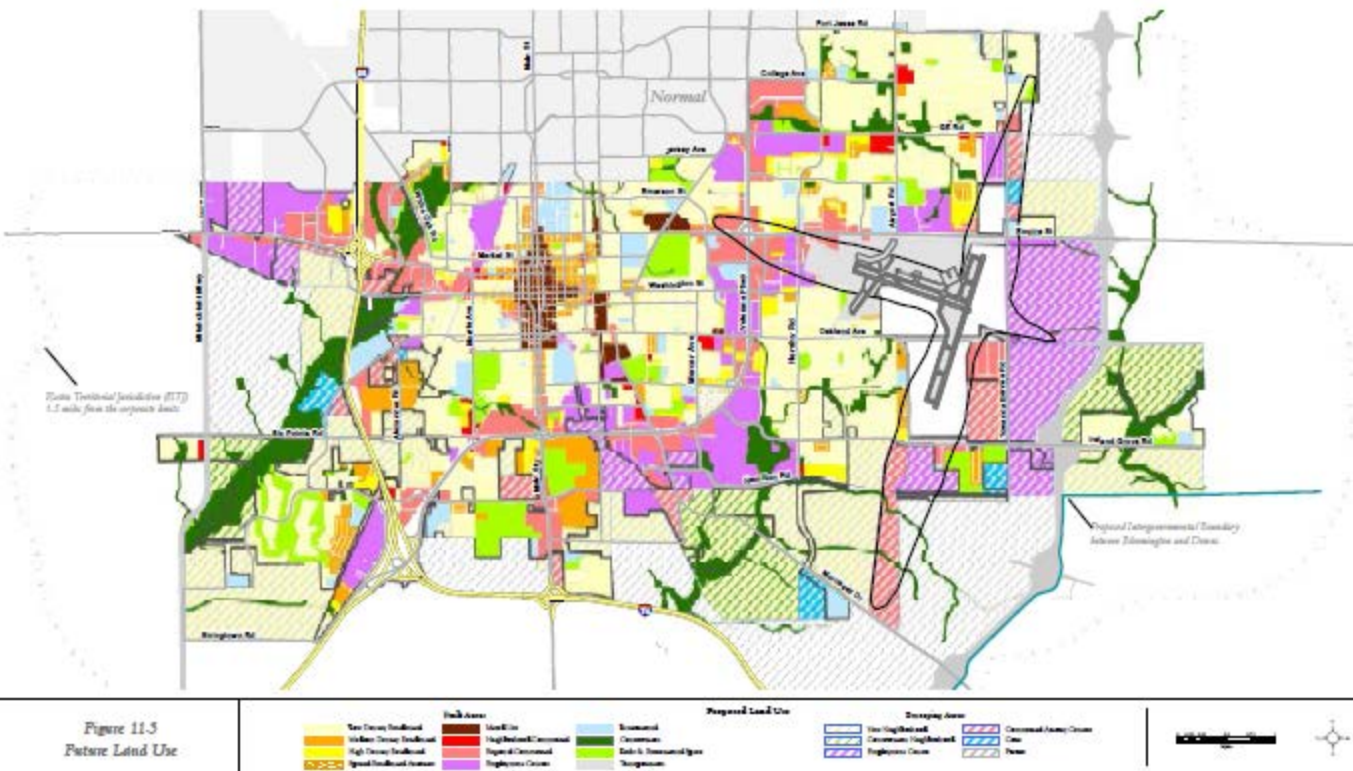
CITY OF BLOOMINGTON
COMPREHENSIVE PLAN
2035

**BRING IT,
BLOOMINGTON!**
PLAN IT. SEE IT. LIVE IT.

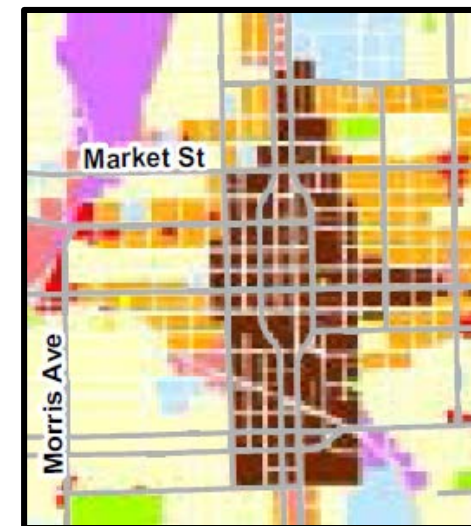
The report was prepared by the
McLean County Regional Planning Commission
as Phase 3 of the City of Bloomington's
Comprehensive Plan.

Adopted August 24, 2015





Comprehensive Plan 2035 Future Growth & Land Use: Downtown = Mixed-Use



Comprehensive Plan: Economic Development - Downtown

“This plan emphasizes that the function of the Downtown as the core attraction for employment, specialty retail, innovative mixed uses, and cultural and entertainment should be preserved and expanded.”

D-1.1 Strengthen business recruitment and retention activities.

****D-1.1g** Prioritize mixed-use development/redevelopment projects for the Downtown area. *(City of Bloomington, ongoing)*

****D-1.1h** Continue to develop, promote and provide incentives for property owners or developers to reinvest in Downtown. *(City of Bloomington, ongoing)*

D-1.2 Pursue catalyst projects that can serve as additional Downtown anchors.

D-1.2d Leverage Downtown assets, such as the Route 66 Visitors Center, to attract other catalyst projects. *(City of Bloomington, ongoing)*

Comprehensive Plan: Economic Development - Downtown

D-1.4 Develop a wide variety of Downtown housing options.

****D-1.4a** Encourage the inclusion of residential units in mixed-use redevelopment.
(City of Bloomington, ongoing)

D-1.4e Improve parking access/facilities for Downtown residents.
(City of Bloomington, ongoing)

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

D-2.6 Encourage commercial and corporate uses along the U.S. 51 corridor surrounding the Downtown core. *(City of Bloomington, ongoing)*

D-2.6b Coordinate parking deck access points and side street parking to support longer-term parking along couplet. *(City of Bloomington, ongoing)*

Comprehensive Plan: Economic Development

METRICS

- Equalized assessed value (EAV) of the identified infill and redevelopment sites/areas
- EAV along the key corridors identified for revitalization
- Gateways enhanced

ECONOMIC DEVELOPMENT INCENTIVES TOOLKIT

- Tax Increment Financing (TIF)
- Sales Tax Rebates / Development Agreements

Tax Increment Financing Redevelopment Plan

Downtown East Washington Street Redevelopment Project Area

Prepared for

City of Bloomington, Illinois

Prepared by

PGAV **PLANNERS**



Office of Economic Development

February 1, 2018

Tax Increment Financing Redevelopment Plan

.....
Downtown East Washington Street
Redevelopment Project Area
.....

www.cityblm.org/TIF

Tax Increment Financing Redevelopment Plan

Downtown East Washington Street
Redevelopment Project Area

Prepared for

City of Bloomington, Illinois

Prepared by

PGAV  **PLANNERS**

February 1, 2018

CITY OF BLOOMINGTON, ILLINOIS

MAYOR

Tari Renner

CITY COUNCIL

Jamie Mathy, Ward 1
David Sage, Ward 2
Mboka Mwilambwe, Ward 3

Amelia Buragas, Ward 4
Joni Painter, Ward 5
Karen Schmidt, Ward 6

Scott Black, Ward 7
Diana Hauman, Ward 8
Kim Bray, Ward 9

CITY CLERK

Cherry Lawson

INTERIM CITY MANAGER

Steve Rasmussen

INTERIM COMMUNITY DEVELOPMENT DIRECTOR

Bob Mahrt

ECONOMIC DEVELOPMENT COORDINATOR

Austin Grammer

SPECIAL TIF COUNSEL

Kathleen Field Orr

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Attachment C – Existing Conditions Photos	
Attachment D – Building Code Compliance Report	
Attachment E – Parcel Identification Numbers, Property Owners & 2016 EAV	

SECTION I

INTRODUCTION

On June 12, 2017, the Bloomington City Council passed **Ordinance No. 2017-48** providing for a feasibility study and report with respect to the designation of a certain area of the City as a “redevelopment project area” pursuant to the Illinois Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 *et seq.*, the “TIF Act”). A copy of this Ordinance is contained in this report as **Attachment A** in the **Appendix**.

The area being considered for designation as a “redevelopment project area” under the TIF Act includes three and one-half city blocks bounded by an alley between E. Monroe Street and E. Jefferson Street on the north, N. Gridley Street on the east, E. Front Street on the south and N. Evans Street on the west. The proposed redevelopment project area is referred to herein as the Downtown East Washington Street Redevelopment Project Area (the “Project Area”). The Project Area includes the former Bloomington High School, several other buildings, parking lots and two vacant lots. It should be noted that the parcel containing the Lafayette Apartment Building (410 E. Washington Street) was in the original TIF study area, as depicted in Ordinance 2017-48. After completing inspections of all of the buildings in the study area, including the Lafayette Apartment Building, it was determined that this property was in relatively good condition and lacked any significant blighting factors. Therefore, it was decided to exclude the Lafayette Apartment Building property from the redevelopment project area.

The former High School is slated for renovation into a mixed-use facility to contain affordable age-restricted housing units, commercial/office space and a swimming pool. Preservation/renovation of the other existing buildings will take place, if it is determined that it would be physically and economically viable. In addition, the Redevelopment Plan proposes the redevelopment of the vacant parcels, perhaps in conjunction with adjoining parcels. It is possible that a parking structure will need to be integrated into the redevelopment scheme of one or more projects depending on the density of the projects. The boundaries of the Project Area are as shown on **Exhibits A-1 and A-2 Redevelopment Project Area Boundary** (A-1 being in 3D view showing existing building masses, and A-2 being in traditional plan view). In addition, a **Boundary Description** is contained in the **Appendix** as **Attachment B**.

The Project Area contains approximately 13 acres, including street and alley rights-of-way (7.4 acres net of rights-of-way). There are a total of 13 parcels of real property, all but two of which have improvements thereon (e.g., buildings and/or parking lots). Much of the built environment in the Project Area, including improvements in the public rights-of-way, suffers from advanced age, physical deterioration and obsolescence.

The City may consider the use of tax increment financing (“TIF”), as well as other economic development resources as available, to facilitate private investment within the Project Area. It is the intent of the City to induce the investment of significant private capital in the Project Area, which will serve to renovate and/or redevelop obsolete buildings within the Project Area and ultimately enhance the tax base of the community. Furthermore, in accordance with Section 11-74.4-3(n)(5) of the TIF Act, a housing impact study need not be performed since the City has expressly stated in this Plan that it is not reasonably expected that the proposed redevelopment plan will result in the displacement of ten (10) or more inhabited housing units. Certification of this claim is provided in Section IV of this report.

The TIF Act sets forth the requirements and procedures for establishing a Redevelopment Project Area and a Redevelopment Plan. The following sections of this report present the findings of eligibility and the Redevelopment Plan and Project for the Project Area, as well as other findings, evidence, and documentation required by the TIF Act.



Exhibit A-1 - Redevelopment Project Area Boundary

Downtown East Washington Street Redevelopment Project Area

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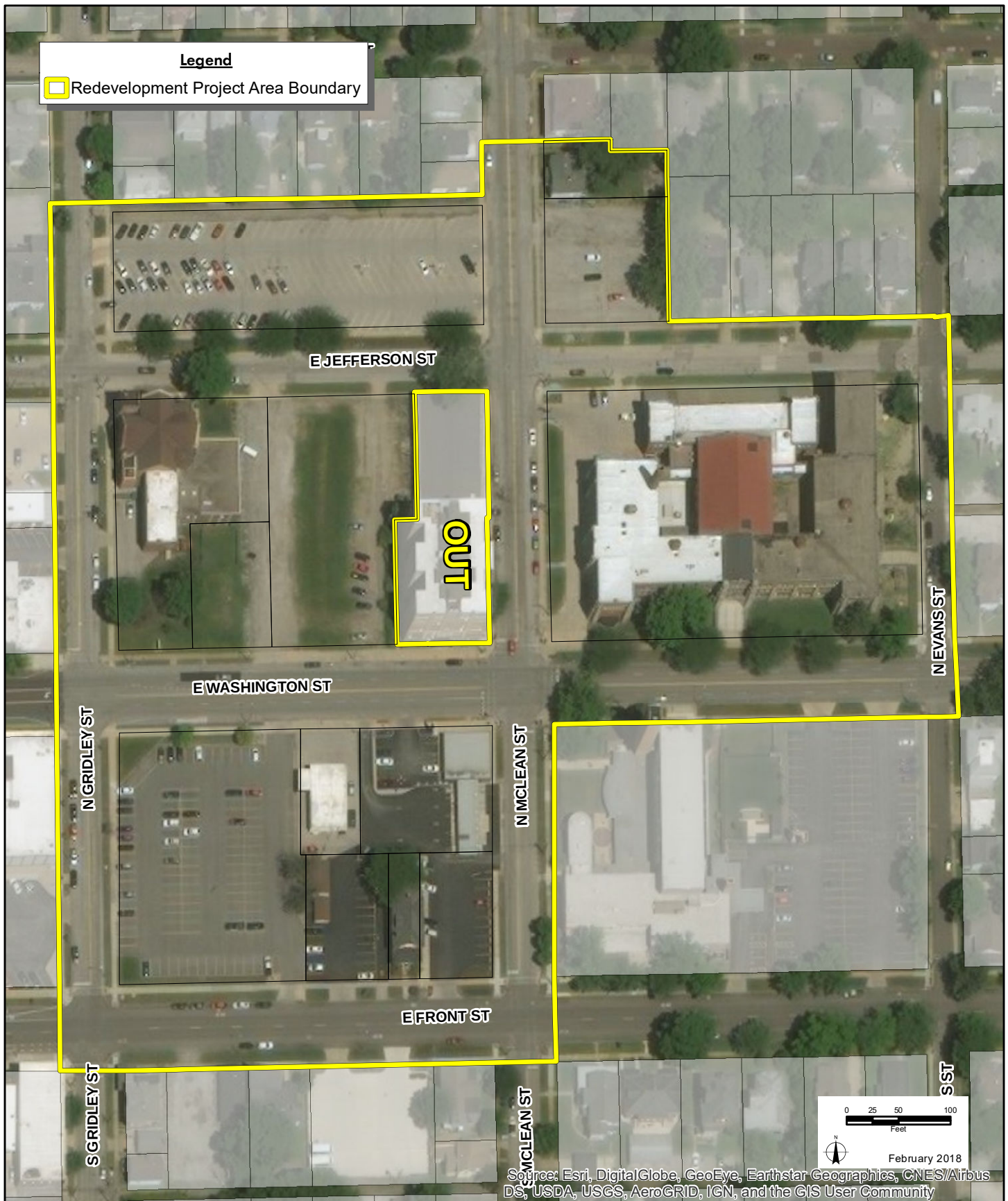


Exhibit A-2 - Redevelopment Project Area Boundary

Downtown East Washington Street Redevelopment Project Area

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SECTION II

STATUTORY BASIS FOR TAX INCREMENT FINANCING AND SUMMARY OF FINDINGS

A. Introduction

The TIF Act defines the term **Redevelopment Project** to be “...any public and private development project in furtherance of the objectives of a Redevelopment Plan”. The term **Redevelopment Project Area** means “...an area designated by the municipality, which is not less in the aggregate than 1-1/2 acres and in respect to which the municipality has made a finding that there exist conditions that cause the area to be classified as an industrial park conservation area, a blighted area or a conservation area, or a combination of both blighted areas and conservation areas”. **Redevelopment Plan** means “...the comprehensive program of the municipality for development or redevelopment intended by the payment of redevelopment project costs to reduce or eliminate those conditions, the existence of which qualified the Redevelopment Project Area as a “blighted area” or “conservation area” or combination thereof or an “industrial park conservation area,” to enhance the tax bases of the taxing districts which extend into the redevelopment project area”.

The concept behind the tax increment law is straightforward and allows a municipality to carry out redevelopment activities on a local basis. Redevelopment that occurs in a designated Redevelopment Project Area results in an increase in the equalized assessed valuation (EAV) of the property and, thus, generates increased real property tax revenues. This increase or "increment" can be used to finance "redevelopment project costs" such as land acquisition, site clearance, building rehabilitation, interest subsidy, construction of public infrastructure, and other redevelopment project costs as permitted by the TIF Act.

The Illinois General Assembly made various findings in adopting the TIF Act; among them were:

1. That there exists in many municipalities within the State blighted, conservation and industrial park conservation areas; and
2. That the eradication of blighted areas and the treatment and improvement of conservation areas by redevelopment projects are essential to the public interest and welfare.

These findings were made on the premise that the presence of blight, or conditions that lead to blight, is detrimental to the safety, health, welfare and morals of the public.

To ensure that the exercise of these powers is proper and in the public interest, the TIF Act specifies certain requirements that must be met before a municipality can proceed with implementing a

Redevelopment Plan. One of these requirements is that the municipality must demonstrate that a Redevelopment Project Area qualifies under the provisions of the TIF Act. With the definitions set forth in the TIF Act, a Redevelopment Project Area may qualify either as a blighted area, a conservation area, or a combination of both blighted area and conservation area, or an industrial park conservation area.

B. Summary of Findings

The following findings and evidentiary documentation are made with respect to the proposed Redevelopment Project Area:

1. The Project Area as a whole meets the statutory requirements as a **blighted area**. Furthermore, the factors necessary to make these findings exist to a meaningful extent and are distributed throughout the Project Area.
2. The Project Area exceeds the statutory minimum size of 1-1/2 acres.
3. The Project Area contains contiguous parcels of real property.
4. If this Plan is adopted and implemented by the City, it is reasonable to say that all properties included in the Project Area would benefit substantially from being included in the Project Area.
5. The Redevelopment Project Area, as a whole, has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to occur without public assistance. Further evidence of this is presented in Section V and throughout this document.

SECTION III

BASIS FOR ELIGIBILITY OF THE PROJECT AREA AND FINDINGS

A. Introduction

A Redevelopment Project Area, according to the TIF Act, is that area designated by a municipality in which the finding is made that there exist conditions that cause the area to be classified as a blighted area, conservation area, or combination thereof, or an industrial park conservation area. The criteria and the individual factors defining each of these categories of eligibility are defined in the TIF Act.

This Section presents the eligibility criteria of the TIF Act and how the Project Area meets such eligibility criteria.

B. Statutory Qualifications

The TIF Act defines the factors that must be present in order for an area to qualify as a Redevelopment Project Area. The statutory definitions of the qualifying factors relating to a blighted area and a conservation area are as follows:

1. Eligibility of a Blighted Area

The TIF Act states that a “...**“blighted area”** means any improved or vacant area within the boundaries of a redevelopment project area located within the territorial limits of the municipality where:”¹

- a. **“If improved**, industrial, commercial, and residential buildings or improvements are detrimental to the public safety, health, or welfare because of a combination of five (5) or more of the following factors, each of which is (i) present, with that presence documented to a meaningful extent, so that a municipality may reasonably find that the factor is clearly present within the intent of the Act, and (ii) reasonably distributed throughout the improved part of the Redevelopment Project Area:”
 - (1) “Dilapidation. An advanced state of disrepair or neglect of necessary repairs to the primary structural components of buildings, or improvements in such a combination that a documented building condition analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed.”

¹ Emphasis added with bold or underlined text.

- (2) “Obsolescence. The condition or process of falling into disuse. Structures have become ill-suited for the original use.
- (3) “Deterioration. With respect to buildings, defects including, but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters, and downspouts, and fascia. With respect to surface improvements, that the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking, and surface storage areas evidence deterioration, including, but not limited to, surface cracking, crumbling, potholes, depressions, loose paving material, and weeds protruding through paved surfaces.”
- (4) “Presence of structures below minimum code standards. All structures that do not meet the standards of zoning, subdivision, building, fire, and other governmental codes applicable to property, but not including housing and property maintenance codes.”
- (5) “Illegal use of individual structures. The use of structures in violation of applicable Federal, State, or local laws, exclusive of those applicable to the presence of structures below minimum code standards.”
- (6) “Excessive vacancies. The presence of buildings that are unoccupied or under-utilized and that represent an adverse influence on the area because of the frequency, extent, or duration of the vacancies.”
- (7) “Lack of ventilation, light, or sanitary facilities. The absence of adequate ventilation for light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke, or other noxious airborne materials. Inadequate natural light and ventilation means the absence of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. Inadequate sanitary facilities refers to the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water and kitchens, and structural inadequacies preventing ingress and egress to and from all rooms and units within a building.”
- (8) “Inadequate utilities. Underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines, and gas, telephone, and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the redevelopment project area, (ii) deteriorated, antiquated, obsolete, or in disrepair, or (iii) lacking within the redevelopment project area.”

- (9) “Excessive land coverage and overcrowding of structures and community facilities. The over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Examples of problem conditions warranting the designation of an area as one exhibiting excessive land coverage are: (i) the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety, and (ii) the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one or more of the following conditions: insufficient provision for light and air within or around buildings, increased threat of spread of fire due to the close proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of reasonably required off-street parking, or inadequate provision for loading and service.”
- (10) “Deleterious land use or layout. The existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses, or uses considered to be noxious, offensive, or unsuitable for the surrounding area.”
- (11) “Environmental clean-up. The proposed redevelopment project area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or Federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.”
- (12) “Lack of community planning. The proposed redevelopment project area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan, or that the plan was not followed at the time of the area’s development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards, or other evidence demonstrating an absence of effective community planning.”
- (13) “The total equalized assessed value of the proposed redevelopment project area has declined for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar

years for which information is available, or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated.”

- b. **“If vacant**, the sound growth of the Redevelopment Project Area is impaired by a combination of two (2) or more of the following factors, each of which is (i) present, with that presence documented to a meaningful extent, so that a municipality may reasonably find that the factor is clearly present within the intent of the Act, and (ii) reasonably distributed throughout the vacant part of the redevelopment project area to which it pertains.”
- (1) “Obsolete platting of vacant land that results in parcels of limited or narrow size, or configurations of parcels of irregular size or shape that would be difficult to develop on a planned basis and in a manner compatible with contemporary standards and requirements, or platting that failed to create rights-of-ways for streets or alleys, or that created inadequate right-of-way widths for streets, alleys, or other public rights-of-way, or that omitted easements for public utilities.”
 - (2) “Diversity of ownership of parcels of vacant land sufficient in number to retard or impede the ability to assemble the land for development.”
 - (3) “Tax and special assessment delinquencies exist, or the property has been the subject of tax sales under the Property Tax Code within the last five (5) years.”
 - (4) “Deterioration of structures or site improvements in neighboring areas adjacent to the vacant land.”
 - (5) “The area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the Redevelopment Project Area.”
 - (6) “The total equalized assessed value of the proposed Redevelopment Project Area has declined for three (3) of the last five (5) calendar years prior to the year in which the Redevelopment Project Area is designated, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years for which information is available, or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last

five (5) calendar years prior to the year in which the Redevelopment Project Area is designated.”

2. Eligibility of a Conservation Area

The TIF Act further states that a “... “conservation area” means any improved area within the boundaries of a redevelopment project area located within the territorial limits of the municipality in which **50% or more of the structures in the area have an age of 35 years or more.** Such an area is not yet a blighted area, but because of a combination of three (3) or more of the [13 factors applicable to the improved area] is detrimental to the public safety, health, morals or welfare, and such an area may become a blighted area.” *[Bracketed text replaces “following factors” from the TIF Act.]*

C. Investigation and Analysis of Blighting Factors

In determining whether or not the Project Area meets the eligibility requirements of the TIF Act, research and field surveys were conducted by way of:

- Contacts with City of Bloomington officials who are knowledgeable of the Project Area conditions and history.
- On-site field examination of conditions within the Project Area by experienced staff of PGAV in conjunction with a City-retained licensed architect and registered professional engineer.
- Use of definitions contained in the TIF Act.
- Adherence to basic findings of need as established by the Illinois General Assembly in establishing tax increment financing, which became effective January 10, 1977.
- Examination of City of Bloomington Township (COBT) and McLean County real property tax assessment records.

To ensure that the exercise of these powers is proper and in the public interest, the TIF Act specifies certain requirements that must be met before a municipality can proceed with implementing a redevelopment project. One of these is that the municipality must demonstrate that the Project Area qualifies. An analysis of the physical conditions and presence of blighting factors relating to the Project Area was commissioned by the City. The result and documentation of this effort are summarized below.

D. Analysis of Conditions in the Project Area and Findings

PGAV staff conducted a parcel by parcel survey to document existing conditions in the Project Area on June 22 and 23, 2017. This field work was supplemented with inspection of buildings in the Project Area by an architect and engineer from the Farnsworth Group, Inc. In addition, PGAV analyzed property assessment data from the COBT Assessor and McLean County. One of the outcomes of the field work was an inventory of existing land uses in the Project Area, which are illustrated on **Exhibit B - Existing Land Use**. **Exhibit C - Summary of Blighting and Conservation Area Factors** provides a quantitative breakdown of the various factors. **Exhibit D - Existing Conditions Map** provides a graphic depiction of certain blighting and conservation area factors that were determined to exist within the Project Area. A blighting factor that relates to property valuation trends is presented later in this Section.

1. Findings on Improved Area

The following presents the findings on the blighted area factors that are present to a meaningful extent and reasonably distributed throughout the Area.

- a. Summary of Findings on Age of Structures: Age is a prerequisite factor in determining if all or a portion of a redevelopment project area qualifies as a "conservation area". As is clearly set forth in the TIF Act, 50% or more of the structures in the redevelopment project area must have an age of 35 years or greater in order to meet this criteria. All of the six principal buildings were determined to be over 35 years old. Building ages were obtained from the COBT Assessor's website, except for the former residence that is now used as a beauty salon.^{2, 3}
- b. Summary of Findings on Deterioration: Deteriorating conditions were recorded on 8 of the 11 (73%) improved parcels within the Project Area. The field survey of building conditions in the Project Area found structures with major defects in the secondary structural components, including windows, doors, gutters, downspouts, masonry, other fascia materials, interior finishes, interior walls and ceilings, etc. A considerable amount of the deterioration found in the interior of buildings was caused by water damage. This was particularly evident in the former High School building. Deteriorated sidewalks and/or curb and gutters were present within the vast majority of street rights-of-way in the Area. The pavement of E. Jefferson, between N. McLean Street and N. Evans Street is rated "poor" by the Public Works Department, as is the pavement in the intersection of E. Jefferson and N. Gridley Streets. **Attachment C** in the **Appendix** provides

² <http://www.wevaluebloomington.org/>

³ Current owner of the beauty salon states that the building was constructed in 1908.

photographic evidence of the conditions found on these properties and within the public rights-of-way.

- c. Summary of Findings on Obsolescence: Five of the six buildings (83%) clearly suffer from obsolescence. When taken in context of building square feet, nearly 143,000 square feet of building space (97%) is contained in these obsolete buildings (the former High School, the vacant former Chase Bank, the City of Refuge Church, and the residence converted to a beauty salon. Except for the church, none of the buildings is being used for their original intended use.

The former High School building (510 E Washington St) was built in 1914-1915 with additions made in 1936 and 1976. In 1959, the High School grades moved to the current High School facilities (1202 E Locust St) and the Washington St school building was repurposed as a Junior High School. In 1987, a consultant hired by Bloomington School District 87 (District 87) declared the school building at 510 E. Washington to be “an old facility that is not conducive to an effective program. It is totally inappropriate for middle-level education.”⁴ In the Fall of 1990, the Junior High School relocated to its current facilities at 901 N Colton St. During the winter of 1990, the District 87 School Board voted to sell the now vacant Washington St. school building by issuing a request for bids with the minimum bid set at \$200,000. No bids were submitted, however at the bid opening, local business person Rick Feeney proposed to the School Board his plan to acquire the former school building and invest \$2 million to convert the building into a 43-unit apartment complex. This proposal, which was contingent on the City providing TIF incentives, never materialized (the school properties were not within the boundaries of the then existing Downtown TIF district). Present day City staff have been unable to determine if Mr. Feeney actually had the capacity or experience necessary to carry out the redevelopment plan he proposed back in 1991. All of the property associated with the former school was ultimately sold to a group of three local private developers in 1992 for only \$80,000 after the District 87 School Board re-advertised the property for sale with no minimum bid requirement. Later that year, the new owners of the building (Washington Square East Limited) leased classroom spaces in the former school building to multiple tenants including the YWCA, Twin City School of Dance, the Blooming Grove Academy, and Rob Knight’s Swim America. The playground property located one block to the east was sold off to an unrelated third party.

⁴ Ann Grooms, President of Educational Service Institute Inc., Cincinnati.

In 2005, the former school building and the small parking lot on the northeast corner of E. Jefferson Street and McLean Street were acquired by the Mount Moriah Christian Church of Bloomington. By that time, several other tenants occupied spaces in the building which had been renamed “The Attractive Alternative” including the Urban League, the Kumon Math & Reading Center and several artist studios. The Mount Moriah church used the former school auditorium for worship services and had plans to add a toddler care center, and a Christian education academy. Ultimately, Mount Moriah’s vision for the building was not financially sustainable. Multiple tenants vacated the property, the building’s mechanical systems were in need of constant repairs, and utility costs outpaced rent revenue from the remaining tenants and the weekly collection of offerings from the church’s dwindling congregation. Busey Bank, the holder of Mount Moriah’s mortgage, foreclosed on the former school property in 2015 and the bank was the successful bidder in the bank’s auction of the property in the fall of 2015. In the fall of 2016, the mostly vacant and severely deteriorated former school building was sold by Busey Bank / Pillar Properties XIII to Iceberg Development Group, LLC (Iceberg). Iceberg has announced plans to renovate and retrofit the former school building into a 58-unit affordable age-restricted apartment building with spaces for lease to commercial and non-profit users on the first floor. The City is supporting Iceberg’s project at 510 E. Washington Street via a TIF Redevelopment Agreement (Ordinance No. 2017-47, adopted June 12, 2017).

In addition to the buildings being ill-suited to the original uses, most of the buildings in the Project Area lack adequate off-street parking. The beauty salon has no off-street parking on its property as the original residential lot size has been narrowed due to the sale to and paving over by the adjacent bank of portions of the former home’s yard and driveway. The City of Refuge Church (401 E Jefferson St) has little off-street parking and must rely on the availability of on-street parking and the State Farm-owned parking lot on the north side of E. Jefferson Street. The core sanctuary of the City of Refuge Church building was built in 1888 to house the First Baptist Church, long before the advent of the automobile. The former high school parking lot had insufficient parking spaces for when it was occupied as a school and still lacks parking for its proposed reuse as an apartment building. This lack of off-street parking has led Iceberg to acquire the 4-unit apartment building located at 309 N McLean St for potential demolition to expand the adjacent parking lot which provides the majority of the former school building’s off-street parking.

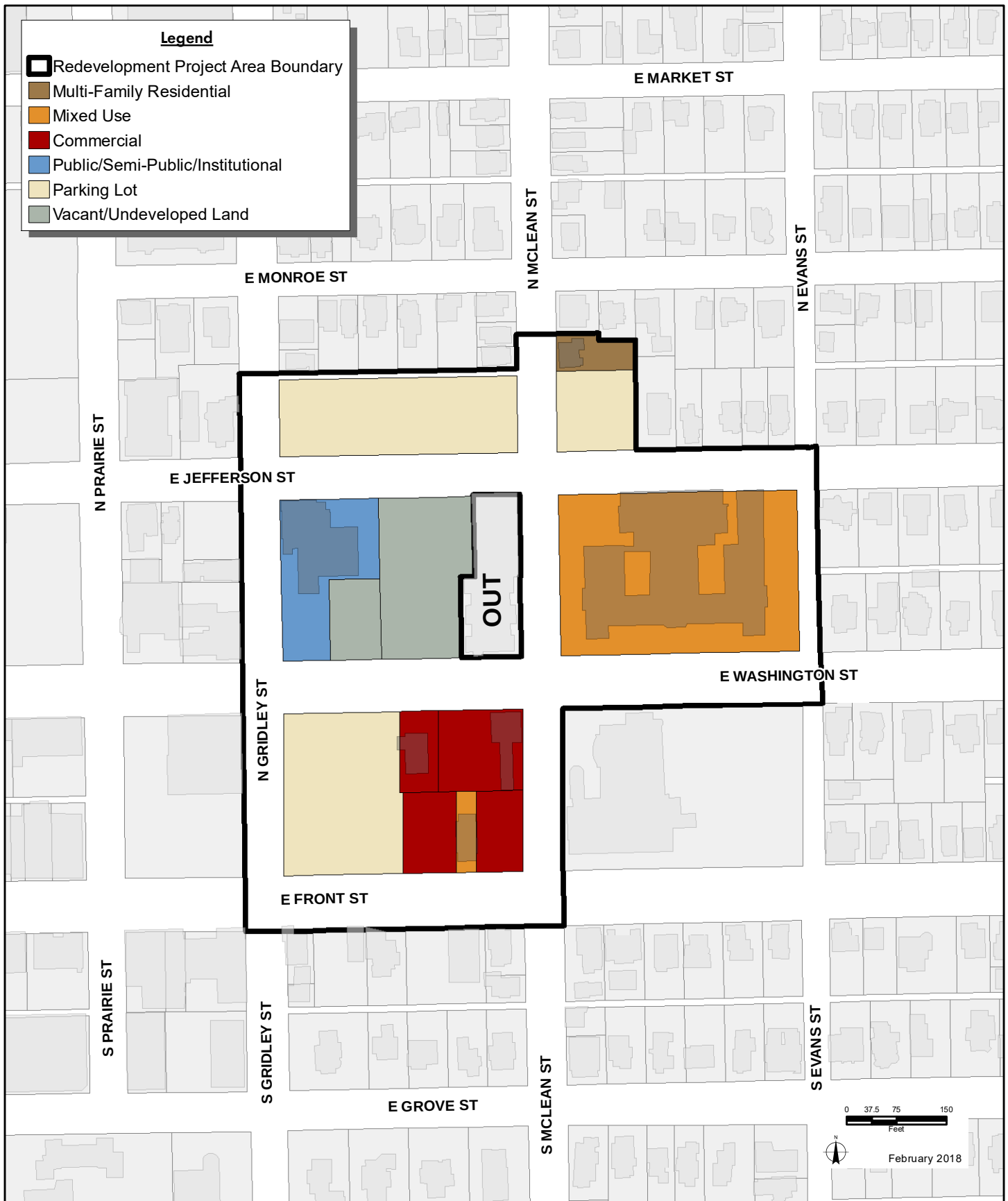


Exhibit B - Existing Land Use

Downtown East Washington Street Redevelopment Project Area

Exhibit C

SUMMARY OF BLIGHTING AND CONSERVATION AREA FACTORS

Downtown East Washington St. Redevelopment Project Area
City of Bloomington, Illinois

	Total	%
No. of improved parcels	11	85%
No. of vacant parcels	2	15%
Total parcels	13	100%
No. of buildings	6	100%
No. of buildings 35 years or older	6	100%
No. housing units	6	
No. housing units occupied	4	
Sub-Area Count	1	100%
IMPROVED LAND FACTORS:		
No. of improved parcels with building and/or site improvements that are deteriorated	8	73%
Deteriorated street and/or sidewalk pavement (by Sub-Area)	1	100%
No. of dilapidated buildings	0	0%
No. of obsolete buildings	5	83%
No. of structures below minimum code	6	100%
No. of buildings lacking ventilation, light or sanitation facilities	0	0%
No. of building with illegal uses	nd ¹	
Approximate total building square footage	147,090	
Approximate vacant building square footage	111,372	76%
No. of improved parcels with excessive land coverage or overcrowding of structures	11	100%
Inadequate utilities (by Sub-Area)	1	100%
Deleterious land use or layout (by Sub-Area)	0	0%
Lack of community planning	0	0%
Declining and/or Sub-par EAV Growth	YES	
VACANT LAND FACTORS (2 or More):		
Obsolete platting	1	50%
Diversity of ownership	nd ¹	
Tax delinquencies	nd ¹	
Deterioration of struct. or site improvements in neighboring areas	2	100%
Environmental clean-up	nd ¹	
Declining or sub-par EAV growth	YES	

¹ Not determined.

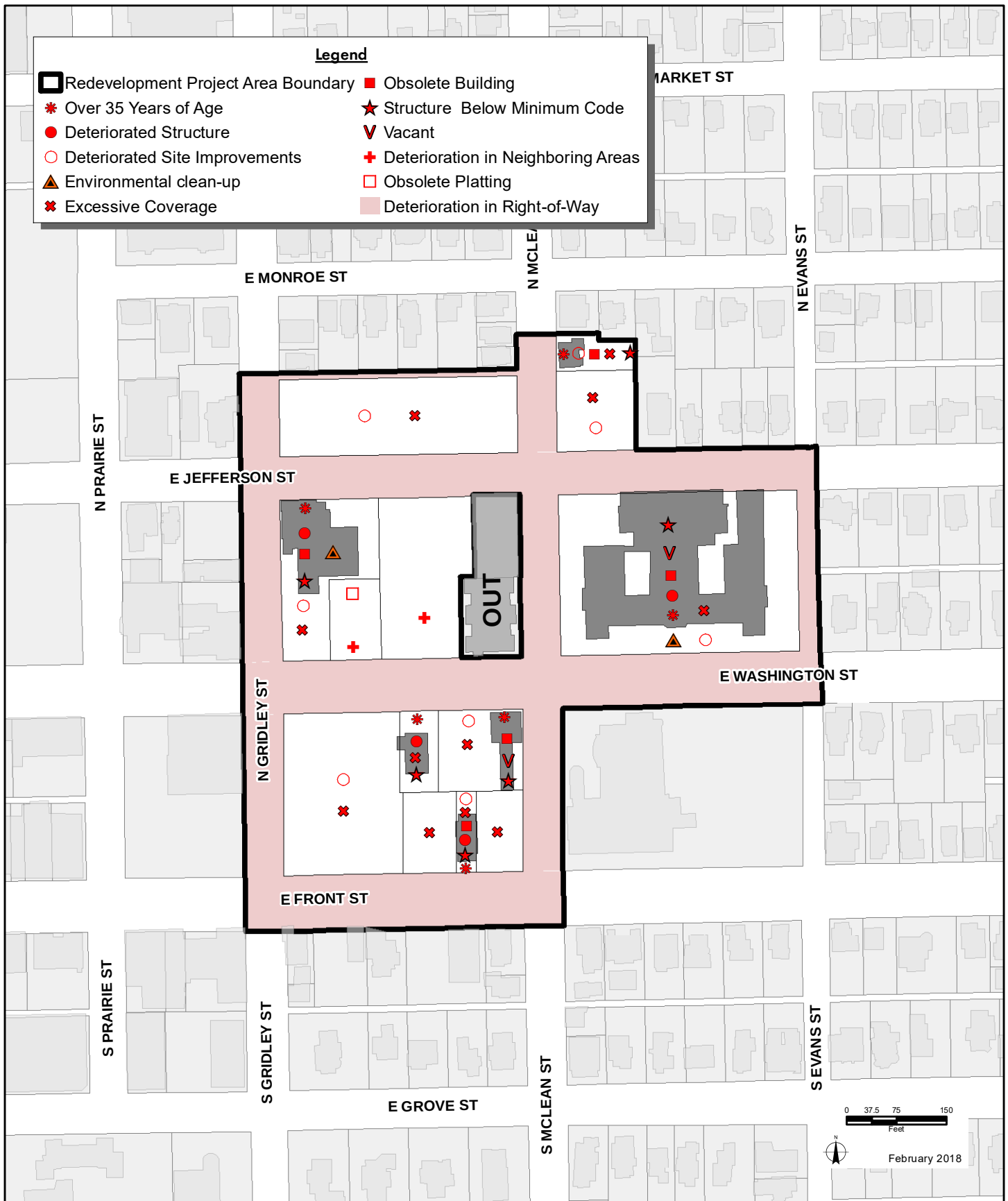


Exhibit D - Existing Conditions Map

Downtown East Washington Street Redevelopment Project Area

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The former Chase drive-in branch bank (413 E Washington St) fell victim to a recent industry-wide reduction and consolidation of branch banks due to reduced drive-in usage and increased Internet banking. This bank was originally constructed in 1968 by American State Bank and was marketed as the “Jewel Box Bank” due to its small size and walls of glass. This particular bank building was deemed very small, did not function well for person-to-person customer service, and was closed in October 2016 by JP Morgan Chase (the ultimate successor to American State Bank). The bank was not able to offer public restrooms as the only restrooms are located in the basement of the building and were only accessible from behind a security door in the teller work area. The building lacks an elevator to the basement. Wesley United Methodist Church (502 E. Front St) recently acquired the vacant bank building and associated parking lots from JP Morgan Chase with the intent to use the property for church parking and occasional youth outreach services.

- d. Summary of Findings Regarding Structures below Minimum Code Standards: The City’s retained architect and engineer accompanied PGAV staff during the field survey on June 22 and 23, 2017 and inspected all but the interior of 412 E. Front Street (the “Girl Friday” beauty salon) and 309 N. McLean Street (a 4-unit apartment building). The interior of the beauty salon building was later inspected on July 21, 2017. The interior of 309 N. McLean Street was not inspected.

The inspections revealed multiple items not in compliance with the City’s adopted codes and other State and Federal regulations with respect to each building and parking lot in the Area. While certain violations may be “grandfathered”, all violations will require correction if there is to be a change of occupancy, change of ownership or change of use. A summary of the inspection findings by the Farnsworth Group, Inc. is contained in the **Appendix as Attachment D.**

- e. Summary of Findings Regarding Excessive Vacancies: Of the approximate 147,090 square feet of building space within the Area (excluding the former High School basement), approximately 111,372 square feet (76%) are vacant. This is an excessive level of vacant building space. Two of the six buildings in the Area have excessive vacancies as follows:

- Former High School building (% of GLA*) 77% vacant
- Former Chase Bank: 100% vacant

*GLA: Gross Leasable Area

- f. Summary of Findings Regarding Excessive Land Coverage: All of the improved properties have excessive land coverage. Excessive land coverage is characterized by a large percentage of building and paving coverage on each parcel. Little or no landscaping is provided, and there is an obvious lack of adequate off-street parking and loading areas.
- g. Summary of Inadequate Utilities: The City's Department of Public Works has determined that there are deficiencies in the combined sewers that serve downtown and the surrounding area, including the Project Area. The sewers in the Area are some of the oldest in the City, dating back to the late 19th century. The City has been systematically repairing and lining these sewers on a prioritized basis, including the repair and lining of the 15-inch combined sewer that runs under E. Jefferson Street between Gridley and Evans Street in 2017. However, the existing 12-inch combined sewer under E. Washington Street between Gridley and McLean Street needs to be lined. It's possible that the same 12-inch combined sewer between McLean and Evans Street needs to be lined, but has yet to be evaluated by the Public Works Department

In addition to the inadequate combined sewer system, the existing 4-inch water main under E. Jefferson Street is substandard by today's water utility standards. Depending on the actual redevelopment projects, particularly redevelopment of the State Farm parking lot between N. Gridley and N. McLean Street, it may or may not be practical to tap into the existing 12-inch water main under N. McLean Street. A recent example of these 4-inch mains being inadequate was the need for State Farm to construct a private pump station and water line near the intersection of Front and Jefferson Streets in order to boost the pressure of the water service to the its original headquarters office building (112 E Washington St) for an upgrade of the fire suppression system in that building. Absent other connection options, certain redevelopment projects may require that the 4-inch main under E. Jefferson Street will need to be upsized. Therefore, it would be prudent to plan for the replacement of the 4-inch main with a larger water main (size to be determined).

- h. Summary of Findings Regarding Declining or Lagging Rate of Growth of Total Equalized Assessed Valuation: This factor is applicable to vacant areas, as well as improved areas. The total equalized assessed valuation (EAV) for the Project Area has declined for three (3) out of the last five (5) years and has not kept pace with the balance of the City for three (3) out of the last five (5) years. A comparison of EAV for the Project Area and the City is shown in **Exhibit E, Comparison of EAV Growth Rates (2011-2016)**.

To confirm that the Project Area's total EAV trends were distributed throughout the Project Area, the valuation trend was computed for each taxable parcel. **Exhibit F, Annual**

EAV Change by Parcel (2011-2016), illustrates the trend in value for each taxable parcel of real estate in the Project Area. This map shows that all of the taxable parcels declined at least three (3) out of the last five (5) years. Clearly, this factor is distributed throughout the Project Area.

Exhibit E
Comparison of EAV Growth Rates (2011-2016)
Downtown East Washington Street Redevelopment Project Area
City of Bloomington, Illinois

Tax Year	EAV of Redevelopment Project Area	Balance of City ¹	Area Growth Rate Less Than Balance of City?
2011	\$ 643,400	\$ 1,799,490,882	
2012	\$ 630,825	\$ 1,761,074,540	
Annual Percent Change	-2.0%	-2.1%	NO
2013	\$ 611,528	\$ 1,760,960,275	
Annual Percent Change	-3.1%	-0.01%	YES
2014	\$ 606,582	\$ 1,794,868,871	
Annual Percent Change	-0.8%	1.9%	YES
2015	\$ 615,923	\$ 1,811,002,435	
Annual Percent Change	1.5%	0.9%	NO
2016	\$ 640,815	\$ 1,997,571,011	
Annual Percent Change	4.0%	10.3%	YES

¹ Total City EAV minus EAV of Redevelopment Project Area.

While the EAV trend analysis indicates an unhealthy trend in the tax base of the Project Area, the nominal property values are particularly low as well. Using the 2016 assessed values for all of the taxable properties within the Project Area, the aggregate fair market (appraised) value of taxable real estate computes to be about \$1.9 million or an average of \$15.07 per square foot of building space. By comparison, the Illinois House building at 201-213 W Jefferson had a 2016 fair market value of \$26.50 per square foot (built in 1902). On the high end of the value spectrum, the PNC Bank building at 202 E Washington had a 2016 fair market value of \$126.16 per square foot (built in 1992). When isolating this analysis to the largest building in the Area (the former High School), the fair market value tumbles to \$3.35 per square foot of building space. This building, which constitutes 81% of the building space in the Project Area, generated only \$6,834 in real property taxes for District 87 (2016 tax year/pay 2017). That's equivalent to \$0.06 per

square foot of building space in annual property tax revenue for the School District. The aforementioned Illinois House building generated \$0.45 per square foot of building space in annual property tax revenue for the School District, or 2.8 times that generated by the former High School building. The aforementioned PNC Bank building generated \$2.16 per square foot building space in annual property tax revenue for the School District, or 36 times that generated by the former High School building. In conclusion, real estate in the downtown area has the potential to generate significant tax revenue for the various taxing bodies, but clearly, the real estate in the Project Area is not doing so.

2. Findings on Vacant Land

There are two vacant parcels that constitute .93 acres of the 7.4 acres of land within the Area, net of street and alley rights-of-way. Qualifying factors relevant to these vacant parcels include the deterioration of structures or site improvements in neighboring areas and the total EAV of the proposed Area has declined for three (3) out the last five (5) years.

E. Summary of Eligibility Factors for the Project Area

This study finds that the Project Area contains conditions that qualify it as a **blighted area** as the definition of such in the TIF Act applies to both improved and vacant land. There are at least five blighting factors clearly present and reasonably distributed among the properties within the Project Area, as documented in Subsection D above and the photographs contained in Attachment C in the Appendix. Also, by virtue of all of the buildings in the Project Area being older than 35 years old, along with at least three blighting factors being present throughout the Project Area, it qualifies as a *conservation area*. The following summarizes the existence of the predominant blighting factors existing within the Project Area:

- **Age** – All but one of the six buildings located in the Project Area are greater than 35 years old, which exceeds the statutory threshold of 50% (prerequisite for a “conservation area”).
- **Deterioration** – Deteriorated buildings and/or site improvements are predominant in all three Sub Areas (8 of the 11 parcels within the entire Project Area).
- **Obsolescence** – Five of the six buildings in the Project Area are obsolete constituting nearly 143,000 square feet or 97% of the total building space in the Project Area.
- **Excessive vacancies** – 76% of the approximate 147,000 square feet of building space in the Project Area is vacant. Most of the vacant building space is associated with the former High School building and the former Chase bank.

- **Structures below minimum code standards** – All of the six buildings within the Project Area were determined by the City’s retained architect and engineer to have code deficiencies.
- **Excessive land coverage** – All of the improved parcels in the Project Area have excessive land coverage.
- **Inadequate Utilities** – The 12-inch combined sewer under E. Washington Street is over 100 years old and the portion between N. Gridley Street and N. McLean Street needs to be repaired and lined. The 4-inch water main under E. Jefferson Street is of inadequate size and should to be replaced with a larger diameter main (size to be determined based on needs of the redevelopment project(s)).
- **Sub-par EAV trends** – The Project Area’s EAV has declined for three (3) out of the last (5) years; has not kept pace with the balance of the City for five (5) out of the last five (5) years; and has failed to keep pace with inflation for five (5) out of the last five (5) years.

This study finds that the Redevelopment Project Area contains conditions that qualify the entire Area as a “blighted area”, as this term is defined in the TIF Act, and that these parcels will likely continue to exhibit blighted conditions or such conditions may lead to further blight without a program of intervention to induce private and public investment in the Project Area. The qualifying conditions that exist are detrimental to the Project Area, as a whole, and the long-term interests of the taxing districts. The various projects contemplated in this tax increment program will serve to reduce or eliminate these deficiencies and ultimately lead to a stronger tax base for all overlapping taxing districts.

Therefore, it is concluded that public intervention is necessary because of the conditions documented herein and the lack of private investment in the Project Area. The City Council should review this analysis and, if satisfied with the findings contained herein, proceed with the adoption of these findings in conjunction with the adoption of the Redevelopment Plan and establishment of the Redevelopment Project Area.

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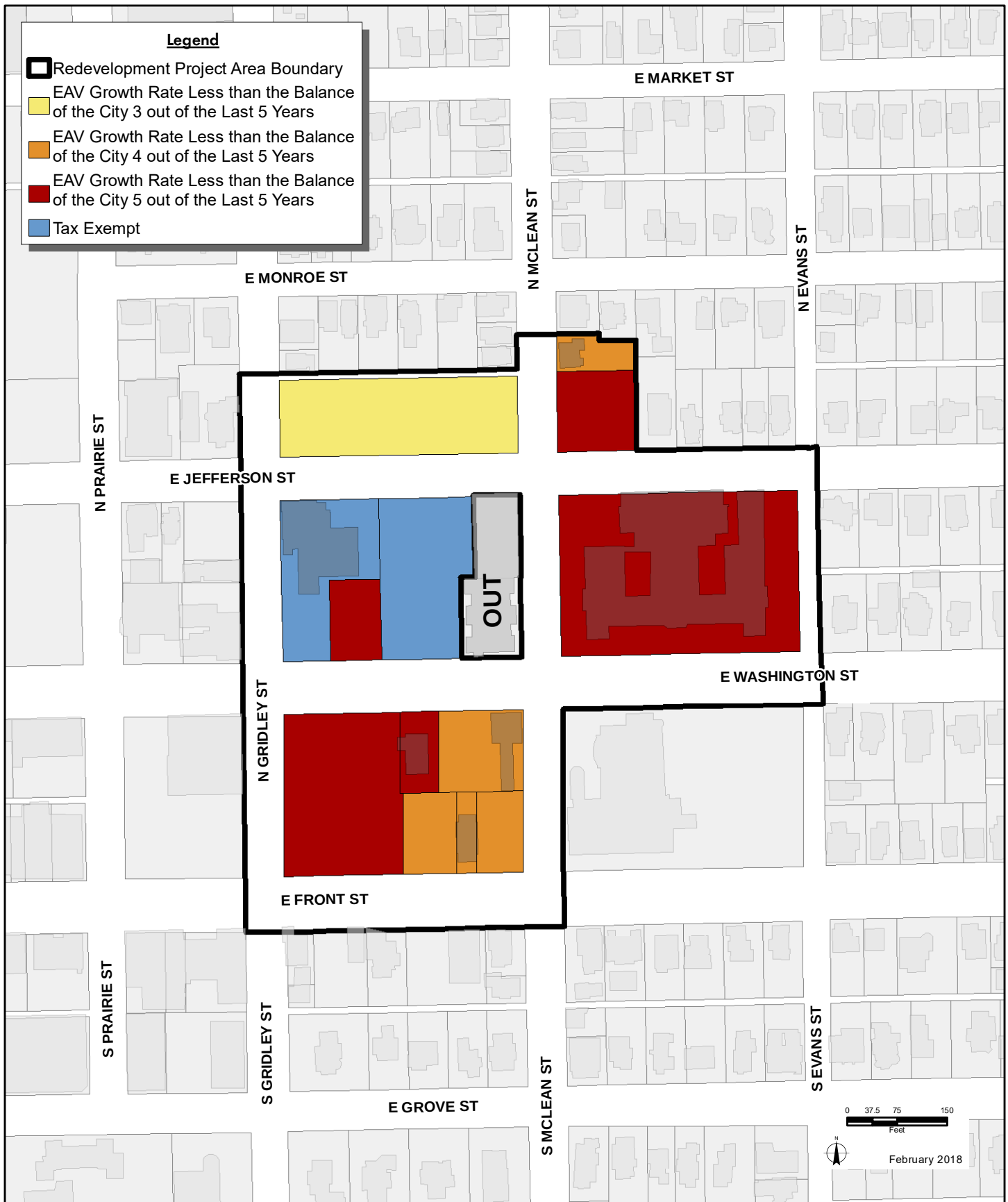


Exhibit F - Annual EAV Change by Parcel (2011-2016)

Downtown East Washington Street Redevelopment Project Area

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SECTION IV

REDEVELOPMENT PLAN

A. Introduction

This section presents the Redevelopment Plan and Project for the Downtown East Washington Street Redevelopment Project Area. Pursuant to the Tax Increment Allocation Redevelopment Act, when the finding is made that an area qualifies as a conservation, blighted, combination of conservation and blighted areas, or industrial park conservation area, a Redevelopment Plan must be prepared. A **Redevelopment Plan** is defined in the TIF Act as "the comprehensive program of the municipality for development or redevelopment intended by the payment of redevelopment project costs to reduce or eliminate those conditions the existence of which qualified the Redevelopment Project Area as a 'blighted area' or 'conservation area' or combination thereof or 'industrial park conservation area', and thereby to enhance the tax bases of the taxing districts which extend into the Redevelopment Project Area".

B. General Land Uses to Apply

The proposed general land uses to apply to the Project Area include mixed-use development involving commercial and residential uses. The anticipated land uses include:

- Residential
- Commercial (office, restaurant, retail)
- Public facilities (including transit and/or parking facilities)

C. Objectives

The objectives of the Redevelopment Plan are to:

1. Reduce or eliminate those conditions that qualify the Project Area as eligible for tax increment financing by carrying out the Redevelopment Plan.
2. Prevent the recurrence of blighting conditions.
3. Enhance the real estate tax base for the City and all overlapping taxing districts through the implementation and completion of the activities identified herein.
4. Encourage and assist private investment in the redevelopment of the Project Area through the provision of financial assistance as permitted by the TIF Act.
5. Provide for safe and efficient traffic circulation within the Project Area.

6. Complete all public and private actions required in this Redevelopment Plan in an expeditious manner.

D. Program Policies to Accomplish Objectives

The City determined that it is appropriate to provide limited financial incentives for private investment within the Project Area. It was determined, through redevelopment strategies previously utilized by the City and communications between prospective land buyers/developers and the City, that tax increment financing constitutes a key component of leveraging private investment within the Project Area. The City will incorporate appropriate provisions in any redevelopment agreement between the City and private investors to assure that redevelopment projects achieve the objectives stated herein and accomplish the various redevelopment projects described below.

E. Redevelopment Projects

To achieve the Plan objectives and the overall project proposed in the Plan, a number of public and private activities will need to be undertaken, including a combination of private developments and public investment in infrastructure improvements. Improvements and activities necessary to implement the Plan may include the following:

1. Private Redevelopment Activities:

- a. *Building repairs, renovation and retrofitting existing buildings.* The initial TIF supported private project anticipated by this Plan is the retrofit, renovation and repair of the former High School building into a 58-unit affordable age-restricted apartment building with spaces for lease to commercial and non-profit tenants on the first floor (see Redevelopment Agreement adopted by Ordinance No. 2017-47 adopted Jun 12, 2017). Renovation and conversion of the City of Refuge Church is another possible project, perhaps in conjunction with an adjoining redevelopment project.
- b. *Demolition of existing buildings.* Demolition of existing buildings, particularly obsolete buildings, is anticipated to advance private mixed-use redevelopment projects and/or parking facilities. As part of the reuse of the former High School building (510 E Washington St), the developer (Iceberg) has acquired the 4-unit apartment building at 309 N. McLean Street and plans to demolish it to allow for expansion of the adjoining parking lot.
- c. *Construction of private buildings.* Construction of new buildings is anticipated as part of private redevelopment projects. One such project, currently in the early planning stages, is a multi-story apartment building that would be sited on the City-owned former

Coachman Motel property (408 E Washington St) and the adjoining vacant lot (404 E Washington St).

2. Public Redevelopment Activities:

Public improvements and support activities will be used to induce and complement private investment in the Project Area. These may include, but are not limited to, the following activities:

- a. *Land assembly and site preparation.* In order to facilitate redevelopment, it may be necessary for TIF to help finance land acquisition or to assist in site preparation, including building demolition, environmental remediation, and other steps to prepare sites for development.
- b. *Public works improvements:* Improvements to streets and sidewalks, upsizing of water mains and replacement of old fire hydrants, repair and lining of sewers, installation of streetscape amenities such as landscaping, way finding signage, and other public space enhancements.
- c. *Additional public parking.* Construction of a parking structure(s) to meet future parking demand in the Project Area.
- d. *Marketing of properties and promoting development opportunities.* The City will help to promote the opportunities available for investment in the Project Area.
- e. *Other programs of financial assistance as may be provided by the City.* The TIF Act defines eligible redevelopment project costs that are summarized in Section F below. The City's involvement with redevelopment activities may include all those authorized by the TIF Act, as needed.

3. Land Assembly, Displacement Certificate, and Relocation Assistance:

To achieve the objectives of the Plan, land assembly by the City and eventual conveyance to private entities may be necessary to attract private development interest. Therefore, property located within the Project Area may be acquired by the City or private parties, as necessary, to implement a specific public or private redevelopment project. Such property assembly may include the displacement of inhabited housing units located in the Project Area (see below).

Displacement Certificate:

There were four inhabited residential units located within the Project Area as of the date of fieldwork (June 23, 2017). Pursuant to Sections 11-74.4-3 (n) (5) and 11-

74.4-4.1 (b) of the TIF Act, by adoption of this Redevelopment Plan by the City, the City hereby certifies that this Redevelopment Plan will not result in the displacement of more than nine (9) inhabited residential units.

F. Estimated Redevelopment Project Costs

The estimated costs associated with the eligible public redevelopment activities are presented in **Exhibit G**, on the following page, entitled **Estimated Redevelopment Project Costs**. This estimate includes reasonable or necessary costs incurred, or estimated to be incurred, in the implementation of this Redevelopment Plan. These estimated costs are subject to refinement as specific plans and designs are finalized and experience is gained in implementing this Redevelopment Plan and do not include public financing costs or interest payments that may be incurred in conjunction with redevelopment projects.

In addition to the proposed TIF funding, the City may seek the assistance of various State of Illinois Departments (Department of Transportation, Department of Commerce and Economic Opportunity, etc.), or appropriate agencies of the Federal Government to assist in funding site preparation, infrastructure, or other required projects or improvements. To the extent additional funds can be secured from the State of Illinois, or any Federal program or other public or private sources, the City may use such funding sources in furtherance of the Redevelopment Plan and Project.

G. Description of Redevelopment Project Costs

Costs that may be incurred by the City in implementing the Redevelopment Plan may include project costs and expenses as itemized in Exhibit G, subject to the definition of “redevelopment project costs” as contained in the TIF Act, and any other costs that are eligible under said definition included in the “Contingency” line item. Itemized below is the statutory listing of “redevelopment project costs” currently permitted by the TIF Act **[bold typeface added for emphasis]**. Note that some of the following narrative has been paraphrased (see full definitions in the TIF Act).

1. **Costs of studies, surveys, development of plans and specifications, wetland mitigation plans, implementation and administration of the Redevelopment Plan**, including but not limited to staff and professional service costs for architectural, engineering, legal, environmental, financial, planning or other services, subject to certain limitations:
 - a. There are limitations on contracts for certain professional services with respect to term, services, etc.

Exhibit G

ESTIMATED REDEVELOPMENT PROJECT COSTS

Downtown East Washington Street Redevelopment Project Area
City of Bloomington, Illinois

Description	Estimated Cost
A. Public Works or Improvements	\$200,000
<i>(Improvement of streets, curb and gutters, utilities and other public improvements)</i>	
B. Property Assembly	\$2,400,000
<i>(Acquisition of land, building demolition and site preparation)</i>	
C. Building Rehabilitation	\$1,900,000
D. Relocation	\$100,000
E. Taxing District Capital Costs	\$100,000
F. Job Training	\$100,000
G. School District Increased Costs	\$300,000
<i>(Pursuant to paragraph (7.5) of subsection (q) of Section 11-74.4-3 of the TIF Act)</i>	
H. Interest Costs Incurred by Developers	\$875,000
I. Low-income Housing Construction Costs	\$500,000
<i>(Pursuant to paragraph (11)(F) of subsection (q) of Section 11-74.4-3 of the TIF Act)</i>	
J. Planning, Legal and Professional Services	\$250,000
K. General Administration	\$200,000
L. Financing Costs	see Note 3
M. Contingency	\$700,000
Total Estimated Costs	\$7,625,000

Notes:

1. All costs shown are in 2018 dollars.

2. Adjustments may be made among line items within the budget to reflect program implementation experience.

3. Municipal financing costs such as interest expense, capitalized interest and cost of issuance of obligations are not quantified herein. These costs are subject to prevailing market conditions and will be considered part of the total redevelopment project cost if and when such financing costs are incurred.

4. Private redevelopment costs and investment are in addition to the above.

5. The total estimated redevelopment project costs shall not be increased by more than 5% after adjustment for inflation from the date of the Plan adoption, per subsection 11-74.4.5 (c) of the Act.

- b. Annual administrative costs shall not include general overhead or administrative costs of the municipality that would still have been incurred by the municipality if the municipality had not designated a Redevelopment Project Area or approved a Redevelopment Plan.
 - c. Marketing costs are allowable if related to marketing sites within the Redevelopment Project Area to prospective businesses, developers and investors.
- 2. **Property assembly costs**, including but not limited to **acquisition of land** and other property, real or personal or interest therein, **demolition of buildings, site preparation**, site improvements that serve as an engineered barrier addressing ground level or below ground level environmental contamination, including but not limited to parking lots and other concrete or asphalt barriers, and the clearing and grading of land.
- 3. **Costs of rehabilitation**, reconstruction or repair or remodeling of **existing public or private buildings, fixtures and leasehold improvements**; and the cost of replacing an existing public building if, pursuant to the implementation of a redevelopment project, the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment; including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification.
- 4. **Costs of the construction of public works or improvements**, including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification, except that on and after November 1, 1999, redevelopment project costs shall not include the cost of constructing a new municipal public building principally used to provide offices, storage space, or conference facilities or vehicle storage, maintenance, or repair for administrative, public safety, or public works personnel and that is not intended to replace an existing public building as provided under paragraph (3) of subsection (q) of Section 11- 74.4- 3 of the TIF Act unless either:
 - a. the construction of the new municipal building implements a redevelopment project that was included in a Redevelopment Plan that was adopted by the municipality prior to November 1, 1999; or
 - b. the municipality makes a reasonable determination in the Redevelopment Plan, supported by information that provides the basis for that determination, that the new municipal building is required to meet an increase in the need for public safety purposes anticipated to result from the implementation of the Redevelopment Plan.

5. **Cost of job training and retraining projects**, including the cost of “welfare to work” programs implemented by businesses located within the Redevelopment Project Area.
6. **Financing costs**, including but not limited to, all necessary and incidental expenses **related to the issuance of obligations** (see definition of “obligations” in the TIF Act), and which may include payment of interest on any obligations issued thereunder including interest accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding thirty-six (36) months thereafter, and including reasonable reserves related thereto.
7. To the extent the municipality by written agreement accepts and approves the same, all or a portion of a **taxing district's capital costs** resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the Redevelopment Plan and project.
8. **Relocation costs** to the extent that a municipality determines that relocation costs shall be paid or it is required to make payment of relocation costs by Federal or State law or in order to satisfy Subsection 11-74.4-3 (n) (7) of the TIF Act (re: Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act requirements).
9. **Payments in lieu of taxes** (not common; see definition in TIF Act).
10. **Costs of job training**, retraining, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, **incurred by one or more taxing districts**, provided that such costs:
 - a. are related to the establishment and maintenance of additional job training, advanced vocational education or career education or career education programs for persons employed or to be employed by employers located in a Redevelopment Project Area; and
 - b. when incurred by a taxing district(s) other than the municipality, are set forth in a written agreement between the municipality and the taxing district or taxing districts, which agreement describes the programs to be undertaken, including but not limited to the number of employees to be trained, a description of the training and services to be provided, the number and types of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the terms of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40 and 3-40.1 of the Public Community College Act,

and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of the School Code.

11. **Interest costs incurred by a redeveloper** related to the construction, renovation or rehabilitation of a redevelopment project provided that:
 - a. such costs are to be paid directly from the special tax allocation fund established pursuant to this TIF Act;
 - b. such payments in any one year may not exceed 30% of the annual interest costs incurred by the redeveloper with regard to the redevelopment project during that year;
 - c. if there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this paragraph, then the amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund;
 - d. the total of such interest payments paid pursuant to the TIF Act may not exceed 30% of the total (i) cost paid or incurred by the redeveloper for the redevelopment project, plus (ii) redevelopment project costs, excluding any property assembly costs and any relocation costs incurred by a municipality pursuant to the TIF Act;
12. Unless explicitly stated in the TIF Act, the cost of **construction of new privately owned buildings shall not be an eligible redevelopment project cost.**
13. **None of the redevelopment project costs enumerated above shall be eligible redevelopment project costs if those costs would provide direct financial support to a retail entity initiating operations in the Redevelopment Project Area, while terminating operations at another Illinois location within 10 miles of the Redevelopment Project Area but outside the boundaries of the Redevelopment Project Area municipality.** For purposes of this paragraph, termination means closing of a retail operation that is directly related to the opening of the same operation or like retail entity owned or operated by more than 50% of the original ownership in a Redevelopment Project Area; but it does not mean closing an operation for reasons beyond the control of the retail entity, as documented by the retail entity, subject to a reasonable finding by the municipality that the current location contained inadequate space, had become economically obsolete, or was no longer a viable location for the retailer or serviceman.
14. No cost shall be a redevelopment project cost in a redevelopment project area if used to demolish, remove, or substantially modify a historic resource, after August 26, 2008 (the effective date of Public Act 95-934), unless no prudent and feasible alternative exists. "Historic resource" for the purpose of this item (14) means

- a. place or structure that is included or eligible for inclusion on the National Register of Historic Places or
- b. contributing structure in a district on the National Register of Historic Places.

This item (14) does not apply to a place or structure for which demolition, removal, or modification is subject to review by the preservation agency of a Certified Local Government designated as such by the National Park Service of the United States Department of the Interior.

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SECTION V

OTHER FINDINGS AND REQUIREMENTS

A. Conformance with Comprehensive Plan

Development projects proposed to be undertaken in implementing this Redevelopment Plan conform to the City of Bloomington's "Comprehensive Plan 2035", adopted August 24, 2015. The Future Land Use Plan, as shown on Figure II-3 of this Comprehensive Plan designates the vast majority of the Area as "Mixed -Use". The Plan recommends the City "identify opportunities for mixed-use development and encourage such development to enhance the livability of neighborhoods" (N.1-1d). As per the Comprehensive Plan, the proposed TIF area is highly underutilized and Figure 3-4 *Net Taxable Fiscal Impact Per Acre* shows a clear deficit and negative fiscal impact stemming from low revenues and high expenses. Redevelopment of the area, particularly the vacant City-owned lot at 408 E. Washington Street, will reduce City expenditures and improve property values. Figure 4-1, *Neighborhood Classification Boundaries* designates the proposed TIF redevelopment area as "Preservation Neighborhood," and the Plan encourages "preservation and adaptive reuse of significant historic buildings and structures" (N-1.3c). The planned mixed-use reuse of the former High School property would be consistent with the Comprehensive Plan. In addition, this TIF Plan is consistent with several of the stated objectives contained in the Downtown section of the Comprehensive Plan, including:

- D-1.1g – Prioritize mixed use development/redevelopment projects for the Downtown area.
- D-1.1h – Continue to develop, promote and provide incentives for property owners or developers to reinvest in Downtown.
- D-1.4a – Encourage inclusion of residential units in mixed use development.
- D-6.1 Encourage development on sites that will link Downtown with surrounding neighborhoods.

B. Project Area, on the Whole, not Subject to Growth and Development

There has been no obvious investment that would constitute as growth and development within the Project Area. The lack of Area-wide investment in growth and development is indicative, in part, by the fact that the tax base of the Project Area has been stagnant since 2011 (see **Exhibit H, EAV Trends (2011-2016)**). The aggregate value of the Area declined by approximately \$2,600 during this period. Furthermore, the excessive building vacancies within the Project Area, as quantified in Section III of this Plan, reflects a lack of growth and investment. The evidence presented herein clearly shows that the Project Area, as a whole, lacks private investment. Significant private investment will be needed to achieve a level of revitalization that eliminates the blighting factors that are present and which substantially depress property values.

Exhibit H
EAV Trends (2011-2016)
Downtown East Washington Street Redevelopment Project Area
City of Bloomington, Illinois

	2011	2016	Change	Percent	Annual Percent Rate
Redevelopment Project Area ¹	\$ 643,400	\$ 640,815	\$ (2,585)	-0.40%	-0.08%
Balance of City ²	\$1,799,490,882	\$1,997,571,011	\$ 198,080,129	11.01%	2.11%
CPI - All Urban Consumers ³	224.94	240.01	15.07	6.70%	1.31%

¹Equalized Assessed Valuation (EAV) of the Redevelopment Project Area ("RPA").

²Citywide EAV minus the EAV of the Redevelopment Project Area.

³Consumer Price Index for All Urban Consumers. Source: U.S. Bureau of Labor Statistics.

C. Would Not be Developed "but for" Tax Increment Financing

The City has found that the Project Area would not reasonably be developed without the use of tax increment revenues. The City further commits that such incremental revenues will be utilized for the development and revitalization of the Project Area as provided in the TIF Act. Underscoring the economic need for municipal financial assistance in the form of tax increment financing is the certainty that there will not be commitments for private investment, development, and revitalization without the City's commitment to provide such municipal financial assistance. Even with public financial assistance, redevelopment projects will be a challenge due to the depressed conditions of the properties in and immediately surrounding the Project Area which have come about due to the deterioration of and disinvestment in the former High School building and other buildings in the Project Area. It has been difficult for the City to attract developer interest to the Project Area due to the uncertain fate of the block size former High School building and the other deteriorated buildings in the Project Area. Furthermore, the eligibility factors documented in this Plan contribute to the "but for" argument. These conditions discourage private investment and will likely worsen as buildings continue to age further and building vacancies remain. The need for public financial assistance, including TIF, has been borne out several times over the past several decades where the City has received redevelopment proposals from various entities wishing to convert the former High School building into a new use. Multiple redevelopment options have been presented to the City, all of which, including the most recent by Iceberg, have included requests for public financial assistance to make the projects financially feasible. In addition to TIF assistance, Iceberg's proposal includes the need for Historic Tax credits as well as Low Income Housing Tax Credits (LIHTCs) as necessary components of the capital stack. Subsequent to the City Council's action to initiate the creation of the Project Area, the City has been approached by an unrelated but qualified and experienced development firm with interest in redeveloping the City-owned former Coachman Motel property and several adjoining parcels into an apartment complex. Preliminary financial analysis by PGAV of

this new project has led the City to conclude that public financial assistance will also be necessary to bring the project to fruition.

D. Assessment of Financial Impact

The City finds that the Plan and Redevelopment Projects proposed by this Plan will not place significant additional demands on facilities or services for any local taxing body. Currently, police and fire services and facilities appear to be adequate for the foreseeable future. In addition, the City and Joint Review Board will monitor the progress of the TIF program and its future impacts on all local taxing districts. In the event significant adverse impacts are identified that increase demands for facilities or services in the future, the City will consider utilizing tax increment proceeds or other appropriate actions, to the extent possible, to assist in addressing the needs.

E. Estimated Date for Completion of the Redevelopment Projects

The estimated date for completion of the Redevelopment Project or retirement of obligations issued shall not be later than December 31st of the year in which the payment to the City Treasurer, as provided in subsection (b) of Section 11-74.4-8 of the TIF Act, is to be made with respect to ad valorem taxes levied in the 23rd calendar year after the year in which the ordinance approving the Project Area is adopted (December 31, 2042).

F. Most Recent Equalized Assessed Valuation

The most recent total EAV for the Project Area has been determined by the City to be \$640,815, based on McLean County's 2016 tax year (payable 2017) property assessment data. A table with **Parcel Identification Numbers and 2016 EAV** is located in the **Appendix** as **Attachment E**. This is accompanied by a map showing the location of the parcels within the Redevelopment Project Area. After adoption of the TIF Plan, establishing the boundaries of the Redevelopment Project Area and adopting tax increment financing for said Project Area by the City Council, the City will make a request to the County Clerk of McLean County to certify the base EAV for each parcel of real estate located within the Project Area.

G. Redevelopment Valuation

Contingent on the adoption of this Plan and commitment by the City to the redevelopment program described herein, the City anticipates that the private redevelopment investment in the Project Area will increase the EAV of the Project Area by \$3.4 to \$3.6 million (2018 dollars) upon completion of the redevelopment projects.

H. Source of Funds

The primary source of funds to pay for redevelopment project costs associated with implementing this Plan shall be funds collected pursuant to tax increment financing to be adopted by the City. Under such financing, tax increment revenue resulting from an increase in the EAV of property in the Project Area shall be allocated to a special fund each year (the "Special Tax Allocation Fund"). The assets of the Special Tax Allocation Fund shall be used to pay redevelopment project costs and retire any obligations incurred to finance redevelopment project costs.

In order to expedite implementation of this Redevelopment Plan and construction of the public improvements, the City, pursuant to the authority granted to it under the TIF Act, may issue bonds or other obligations to pay for the eligible redevelopment project costs. These obligations may be secured by future revenues to be collected and allocated to the Special Tax Allocation Fund.

If available, revenues from other economic development funding sources, public or private, may be utilized. These may include State and Federal programs, local retail sales tax, applicable revenues from any adjoining tax increment financing areas, and land disposition proceeds from the sale of land in the Project Area, as well as other revenues. The final decision concerning redistribution of yearly tax increment revenues may be made as part of a bond ordinance.

I. Nature and Term of Obligations

Without excluding other methods of City or private financing, the principal source of funding will be those deposits made into the Special Tax Allocation Fund of monies received from the taxes on the increased EAV (above the initial EAV) of real property in the Project Area. These monies may be used to reimburse private or public entities for the redevelopment project costs incurred or to amortize obligations issued pursuant to the TIF Act for a term not to exceed 20 years bearing an annual interest rate as permitted by law. Revenues received that are not identified as being required, pledged, earmarked, or otherwise designated for payment of or securing of obligations or anticipated redevelopment projects costs shall be designated as surplus as set forth in Section 11-74.4-7 the TIF Act. One or more bond issues may be sold at any time in order to implement this Redevelopment Plan.

J. Fair Employment Practices and Affirmative Action

The City will insure that all private and public redevelopment activities are constructed in accordance with fair employment practices and affirmative action by any and all recipients of TIF assistance.

K. Reviewing and Amending the TIF Plan

This Redevelopment Plan may be amended in accordance with the provisions of the TIF Act. Also, the City shall adhere to all reporting requirements and other statutory provisions.

APPENDIX

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ATTACHMENT A

**Bloomington City Council Ordinance No. 2017-48
Providing for a Feasibility Study and Report with Respect to the
Designation of a Certain Area as a Tax Increment Financing
Redevelopment Project Area
(Downtown East Washington Street)**

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CITY OF BLOOMINGTON

2017 - 48

**AN ORDINANCE OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS
PROVIDING FOR A FEASIBILITY STUDY AND REPORT WITH RESPECT TO THE
DESIGNATION OF A CERTAIN AREA AS A TAX INCREMENT FINANCING
REDEVELOPMENT PROJECT AREA**

(Downtown East Washington Street)

**Adopted by the City Council
Of the City of Bloomington
On June 12, 2017**

Published in pamphlet form by authority of the City Council of the
City of Bloomington, McLean County, Illinois, on June 12, 2017.

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

CERTIFICATE

I, Cherry L. Lawson, certify that I am the duly appointed and qualified municipal clerk of the City of Bloomington, County of McLean, Illinois.

I further certify that on the Corporate Authorities of the above municipality passed and approved Ordinance No. 2017-48 entitled, An Ordinance of the City of Bloomington, McLean County, Illinois Providing For a Feasibility Study and Report With Respect to the Designation of a Certain Area as a Tax Increment Financing Redevelopment Project Area (*Downtown East Washington Street*), which provided by its terms that it should be published in pamphlet form.

The pamphlet form of this Ordinance, including the Ordinance and cover sheet thereof, was prepared, and a copy of the Ordinance was posted in the municipal building, commencing on June 14, 2017 and continuing for at least ten days thereafter. Copies of the Ordinance were also available for public inspection upon request in the office of the municipal clerk

Dated at Bloomington, Illinois, on 06/14/2017.



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

**AN ORDINANCE OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS
PROVIDING FOR A FEASIBILITY STUDY AND REPORT WITH RESPECT TO THE
DESIGNATION OF A CERTAIN AREA AS A TAX INCREMENT FINANCING
REDEVELOPMENT PROJECT AREA
(Downtown East Washington Street)**

WHEREAS, the City of Bloomington, McLean County, Illinois (the “*City*”), is a duly organized and validly existing home-rule municipality created in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970 and the laws of this State; and,

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1 et seq., as from time to time amended (the “*TIF Act*”), the Mayor and City Council of the City (the “*Corporate Authorities*”) are empowered to undertake the development or redevelopment of a designated area within the municipal boundaries of the City in which existing conditions permit such area to be classified as a “blighted area” as defined in Section 11.74.4-3(a) of the TIF Act or as a “conservation” area as defined in 11-74.4-3(b) of the TIF Act; and,

WHEREAS, the legislative purpose of the TIF Act is to encourage development through the use of incremental tax revenues derived from an increase in assessed values in the eligible areas by assisting with development or redevelopment project costs, thereby eliminating adverse and detrimental conditions that erode the tax base both within an eligible area and adjacent to such area; and,

WHEREAS, the Corporate Authorities desire to conduct a feasibility study of certain properties within the corporate boundaries of the City in order to determine the eligibility of said properties as a “redevelopment project area” pursuant to the provisions of the TIF Act, which

properties are generally described on *Exhibit A* (the “*Area*”) as shown on the map attached hereto and made a part hereof by reference as *Exhibit B*; and,

WHEREAS, the Corporate Authorities have determined that Peckham Guyton Albers & Viets possess the necessary skills and experience to determine if the Area qualifies as a “redevelopment project area” under the TIF Act and to prepare a redevelopment plan and desires to authorize Peckham Guyton Albers & Viets to undertake a feasibility study and to prepare such reports as required with respect to the eligibility of the Area as a tax increment financing redevelopment project area.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Bloomington, McLean County, Illinois, as follows:

Section 1. The foregoing recitals are incorporated and made a part of this Ordinance as if fully set forth in this Section.

Section 2. The City Manager is directed to authorize Peckham Guyton Albers & Viets to undertake a feasibility study to determine the eligibility of the Area as a “redevelopment project area” under the TIF Act; and, to prepare a report with respect to the eligibility of the Area under the Act; and, to present a plan for development and redevelopment incorporating all of the matters required by the TIF Act. The City Manager is further authorized to execute and deliver any and all documents to Peckham Guyton Albers & Viets in the possession of the City, as deemed necessary to accomplish said tasks.

Section 3. The purpose of the report and plan is to allow the City to consider adoption of the TIF Act in order to enhance its tax base as well as the tax base for any other taxing district that has jurisdiction, provide new job opportunities for its residents, attract sound and stable commercial growth, and improve the general welfare and prosperity of the community. Pursuant

to the TIF Act, once the City adopts tax increment financing, all real estate tax revenue attributable to any increase in the assessment of property included in the redevelopment project area is distributed to the City for reinvestment in the respective Area for certain purposes permitted by the TIF Act.

Section 4. The City hereby agrees to reimburse itself for the costs incurred in connection with all studies and reports for the Area in the event the TIF Act is adopted by the City and incremental real estate taxes are available for payment of such costs pursuant to the TIF Act.

Section 5. The Corporate Authorities may consider paying for certain redevelopment project costs, as defined by the TIF Act, from incremental real estate taxes in the Special Tax Allocation Fund, as defined by the TIF Act, established for the Area through the issuance of bonds or other financing methods as permitted by the TIF Act, in the event the TIF Act is adopted. Such redevelopment project costs may include costs of studies, surveys, plans, architectural and engineering services, acquisition of land, rehabilitation of existing buildings, construction of public works, bond issuance costs, and such other items as permitted by the TIF Act.

Section 6. The City Clerk shall cause copies of this Ordinance to be mailed by certified mail or delivered by messenger to all taxing districts that would be affected by such designation in accordance with the provisions of Section 11-74.4-4.1 of the TIF Act, and that the municipal officer who can be contacted for any and all questions, comments, suggestions, or requests for information be directed to:

Austin Grammer
Economic Development Coordinator
City of Bloomington
115 East Washington Street, Suite 201
Bloomington, IL 61702-3157
Office: 309-434-2611

Section 7. This Ordinance shall be in full force and effect from and after its passage and approval.

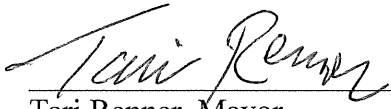
ADOPTED this 12th day of June 2017, pursuant to a roll call vote as follows:

AYES: 8

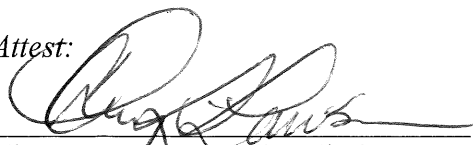
NAYS: 0

ABSENT: 1 (Alderman Jamie Mathy)

APPROVED by me this 13th day of June, 2017.



Tari Renner, Mayor

Attest: 

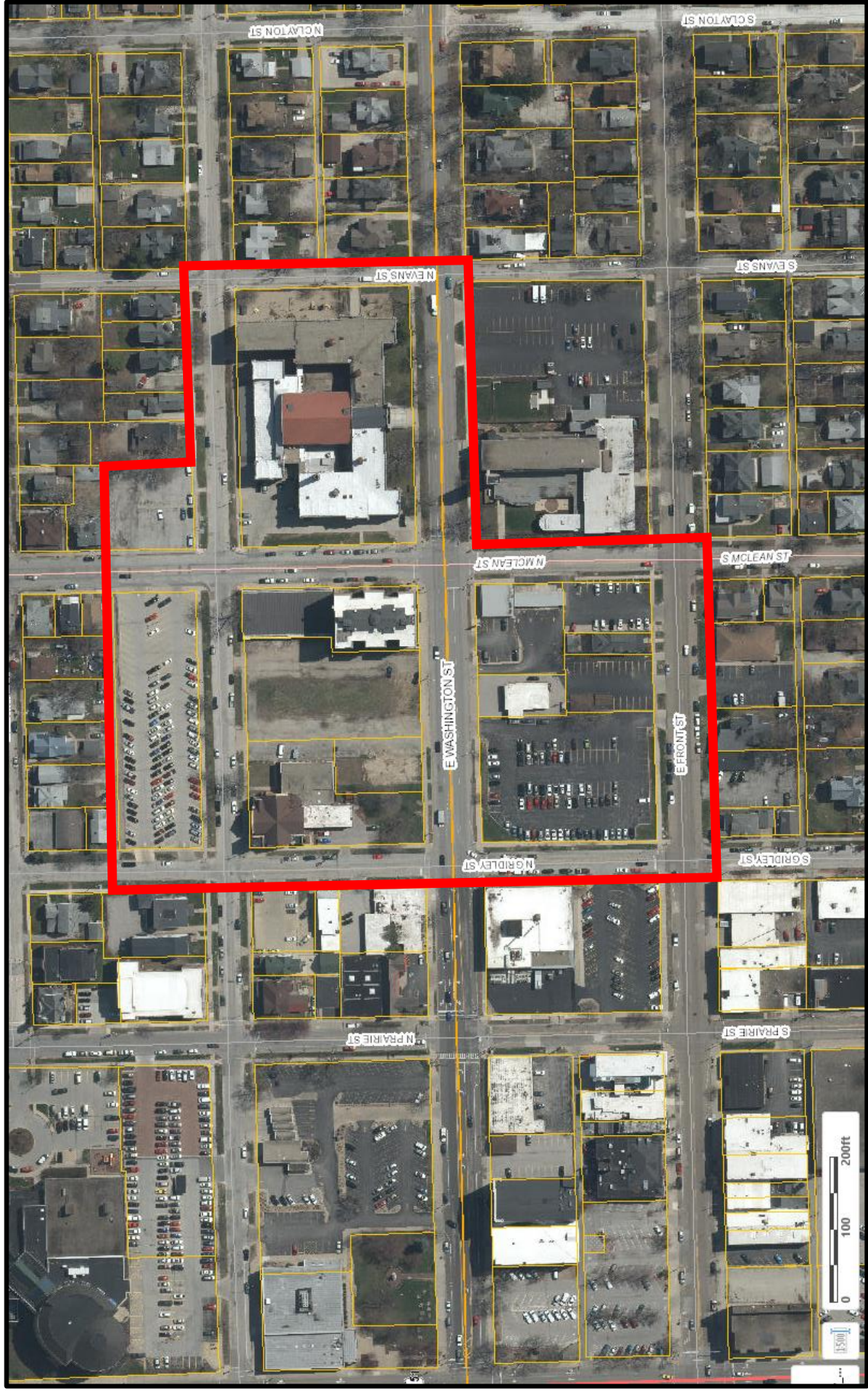
Cherry L. Lawson, City Clerk

EXHIBIT A

General description of the proposed Downtown East Washington Street Tax Increment Financing Project Area:

The properties that are generally within an area along East Washington Street, and bounded on the east by North Evans Street, on the west by North Gridley Street, on the south by East Front Street, and on the north by the alley that runs parallel to and is north of East Jefferson Street.

Exhibit B: Downtown East Washington Street Study Area



ATTACHMENT B

Boundary Description

Downtown East Washington Street Redevelopment Project Area

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Legal Description
Downtown East Washington Street
Redevelopment Area

A part of the SE $\frac{1}{4}$ of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the point of intersection of the west right of way line of Gridley Street with the south right of way line of East Front Street; thence Northerly on the west right of way line of said Gridley Street to the point of intersection with the westerly extension of the north right of way line of the alley in Block 2 Evan's Addition; thence Easterly on the westerly extension of the north right of way line of said alley and the north right of way line of said alley to the west right of way line of North McLean Street; thence Northerly on the west right of way line of said North McLean Street to the point of intersection with the westerly extension of the north line of the South 56 feet of Lot 6 in Block 1 said Evan's Addition; thence Easterly on the westerly extension of and the north line of the south 56 feet of Lot 6 in Block 1 said Evan's Addition to the west line of Lot 5 in Block 1 said Evan's Addition; thence Southerly to the northwest corner of the South 45 feet of Lot 5 in Block 1 said Evan's Addition; thence Easterly to the northeast corner of the South 45 feet of Lot 5 in Block 1 said Evan's Addition; thence Southerly on the east line of said Lot 5 and the east line of Lot 8 in Block 1 said Evan's Addition to the north right of way line of East Jefferson Street; thence Easterly on the north right of way line of said East Jefferson Street to the point of intersection with the east right of way line of Evans Street; thence Southerly on the east right of way line of said Evans Street to the point of intersection with the south right of way line of East Washington Street; thence Westerly on the south right of way line of said East Washington Street to the point of intersection with the east right of way line of McLean Street; thence Southerly on the east right of way line of said McLean Street to the point of intersection with the south right of way line of said East Front Street; thence Westerly to the Point of Beginning, EXCEPT Lot 1 and the East 8 feet of Lot 2 in Block 3 said Evan's Addition, ALSO EXCEPT Lot 12 and the East 30 feet of Lot 11 in Block 3 said Evan's Addition described in Warranty Deed recorded as Document No. 2014-17877, PIN (44) 21-04-407-006.

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ATTACHMENT C

Existing Conditions Photos

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PHOTOGRAPHS OF EXISTING CONDITIONS

Downtown East Washington Street Redevelopment Project Area

Bloomington, Illinois

On June 22nd-23rd, 2017 PGAV PLANNERS staff conducted a field review of the properties and improvements located inside the Downtown East Washington Street Redevelopment Project Area (the "Area"). The following pages contain a series of photographs taken on these dates, which PGAV PLANNERS believes to be representative of the conditions of the Area.

413 East Washington Street (Former Chase Bank Building)

The following pages contain pictures of interior and exterior conditions found at 413 East Washington Street.



The former bank building is currently unoccupied.



The HVAC duct work and concrete reinforcing in the basement of the former bank have rusted due to moisture infiltrating the concrete.



The metal shelving in the basement has rusted as a result of the moisture infiltration.

PHOTOGRAPHS OF EXISTING CONDITIONS

Downtown East Washington Street Redevelopment Project Area

Bloomington, Illinois

413 East Washington Street (Former Chase Bank Building) (cont'd)



Left: The columns supporting the drive through canopy are rusted at the base.

Right: The entire parcel, containing the bank building, has been paved.



Left: Due to improper grading, water is running into the storage garage for the vacant bank.

Right: The exterior door, on the garage for the vacant bank, has rusted.



PHOTOGRAPHS OF EXISTING CONDITIONS

Downtown East Washington Street Redevelopment Project Area

Bloomington, Illinois

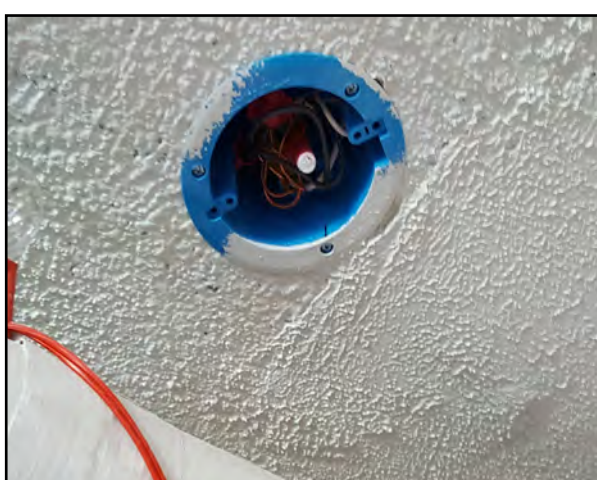
412 East Front Street ("Girl Friday" Beauty Salon)



Left & Right:
The mixed use
building is in need
of tuck-pointing.



Left: Flexible
exhaust venting
ran to the window
of the salon
presents a carbon
monoxide
hazard.



Right: A junction
box in the salon
that has not been
capped.



Left: The steps,
leading to the
entrance, are
deteriorated.



Right: Portions of
the enclosed soffit
and fascia are
rotted out.

PHOTOGRAPHS OF EXISTING CONDITIONS

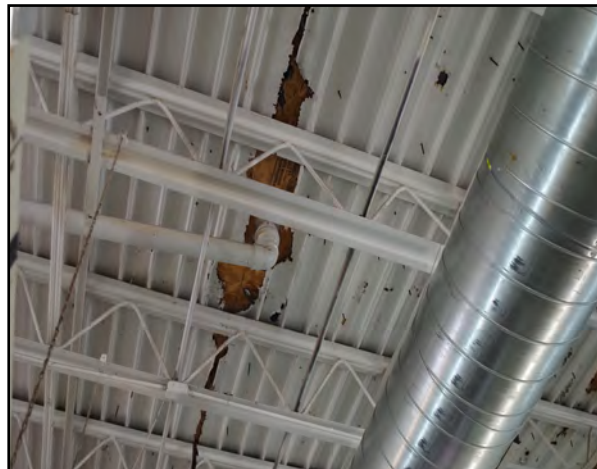
Downtown East Washington Street Redevelopment Project Area

Bloomington, Illinois

409 East Washington Street (Meltdown Creative Works)



Left & Right: The old rusted roof has been covered by a new roof, which the tenants indicate leaks during strong rain, indicating improper installation.



Left & Right: The rear door and door frame have corroded.



Left & Right: Step-cracking in the exterior brick walls.



PHOTOGRAPHS OF EXISTING CONDITIONS

Downtown East Washington Street Redevelopment Project Area

Bloomington, Illinois

409 East Washington Street (Meltdown Creative Works)



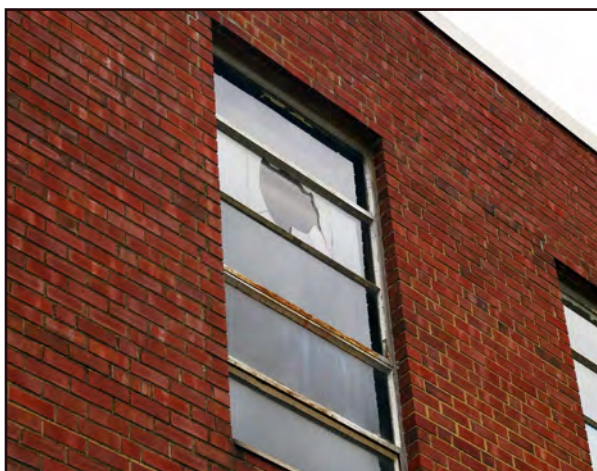
Left: Moisture penetrating through the CMU wall into the interior of the building.

Right: Step cracking in the interior CMU walls.



401 East Jefferson Street (City of Refuge Church)

The following pages contain pictures of interior and exterior conditions found at the City of Refuge Church.



Left: A broken exterior window at the church. Note rusted window muntin.

Right: A rusted door frame located at a church entrance.



PHOTOGRAPHS OF EXISTING CONDITIONS

Downtown East Washington Street Redevelopment Project Area

Bloomington, Illinois

401 East Jefferson Street (City of Refuge Church) (cont'd)



Left: Disintegrating exterior brick wall of the church.



Right: A basement light improperly wired into an extension cord.



Right: A vent fan in the bell tower adjacent to the balcony lacks a safety screen.



Left: A missing window in the church tower allows the weather and wildlife to enter into the structure.



Right: Water damage to the ceiling in the church's basement kitchen.

PHOTOGRAPHS OF EXISTING CONDITIONS

Downtown East Washington Street Redevelopment Project Area

Bloomington, Illinois

401 East Jefferson Street (City of Refuge Church) (cont'd)

This page contains pictures of water damage found throughout the church.



PHOTOGRAPHS OF EXISTING CONDITIONS

Downtown East Washington Street Redevelopment Project Area

Bloomington, Illinois

401 East Jefferson Street (City of Refuge Church) (cont'd)

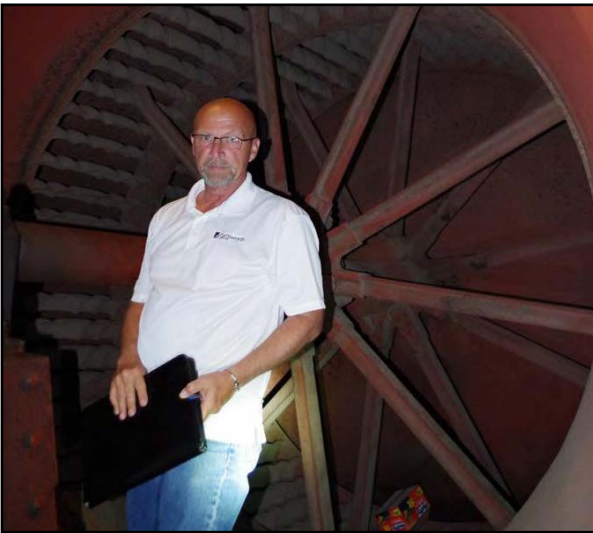


Left: The boiler system in the church is inoperable.

Right: An obsolete fuse panel is evidence of obsolescence with the church's electrical system.



510 East Washington Street (Former School)



Left: An inoperable fan that controlled the air circulation throughout the school.

Right: An obsolete and inoperable boiler system in the basement of the school.



Left: The school building still uses the original pneumatic system for the dampers.

Right: The elevator system in the school is obsolete and inoperable.



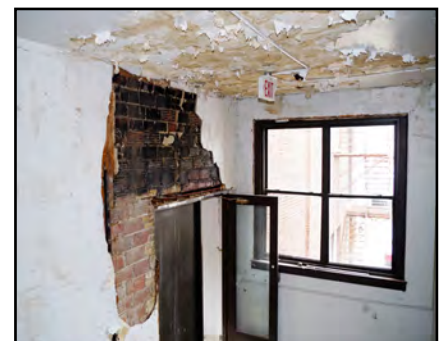
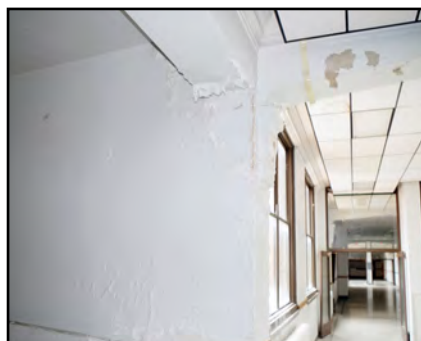
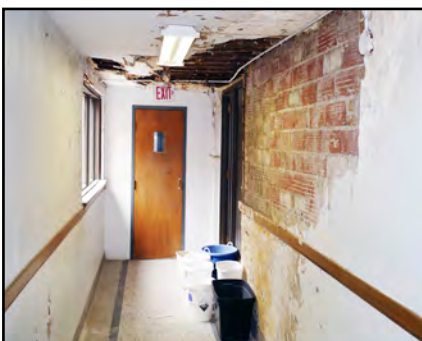
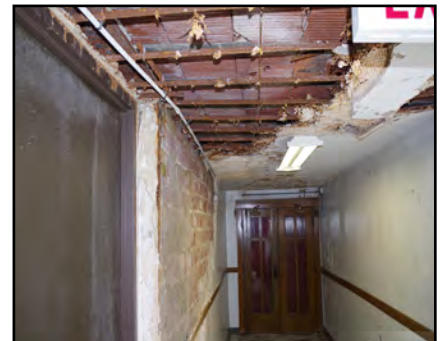
PHOTOGRAPHS OF EXISTING CONDITIONS

Downtown East Washington Street Redevelopment Project Area

Bloomington, Illinois

510 East Washington Street (Former School) (cont'd)

This page contains pictures of water damage located throughout the former school.



PHOTOGRAPHS OF EXISTING CONDITIONS

Downtown East Washington Street Redevelopment Project Area

Bloomington, Illinois

510 East Washington Street (Former School) (cont'd)

This page contains pictures of water damage located throughout the former school.



PHOTOGRAPHS OF EXISTING CONDITIONS

Downtown East Washington Street Redevelopment Project Area

Bloomington, Illinois

510 East Washington Street (Former School) (cont'd)



Left & Right: The former school building is contaminated with both friable and non-friable asbestos.



Left: The front entry steps to the former school are deteriorated and not level.



Right: The exhaust hood on the top of the former school is leaning.



Left: Broken glass in one of the rooms on the third floor of the school building.



Right: The window seals on several of the windows have failed.

PHOTOGRAPHS OF EXISTING CONDITIONS

Downtown East Washington Street Redevelopment Project Area

Bloomington, Illinois

510 East Washington Street (Former School) (cont'd)



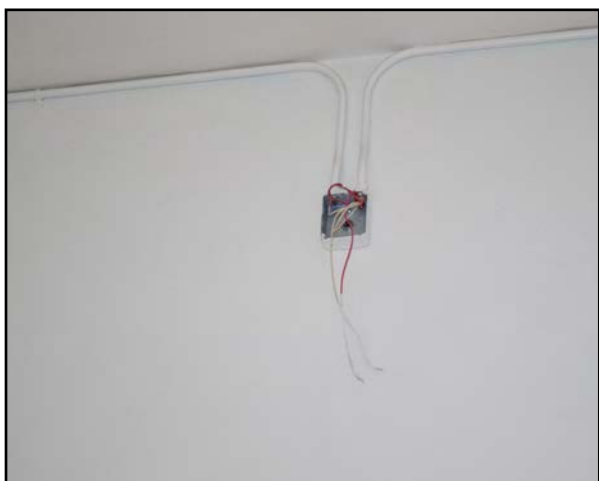
Left: Rotted railroad ties along the school fence.



Right: Standing water on the roof of the school building.

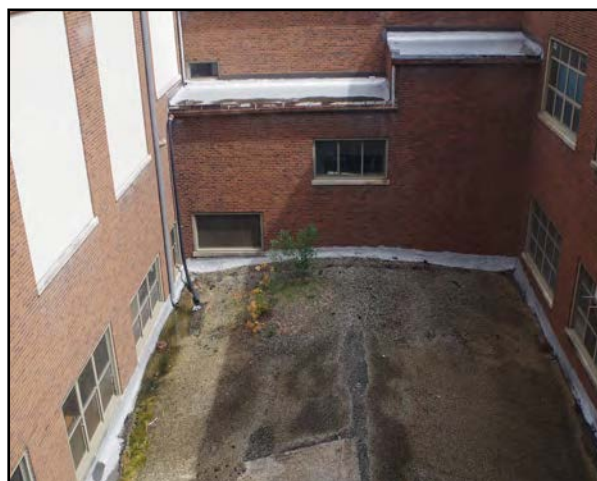


Left & Right: Open electrical junction boxes with exposed wires located throughout the school.



Left: Open electrical junction boxes with exposed wires located throughout the school.

Right: Standing water on the roof has enabled vegetation to grow on the rooftops.



PHOTOGRAPHS OF EXISTING CONDITIONS

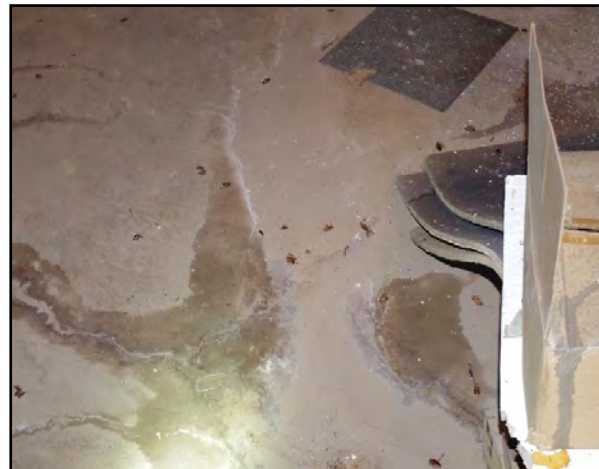
Downtown East Washington Street Redevelopment Project Area

Bloomington, Illinois

510 East Washington Street (Former School) (cont'd)



Left: A rear fire escape that has rusted and become deteriorated.



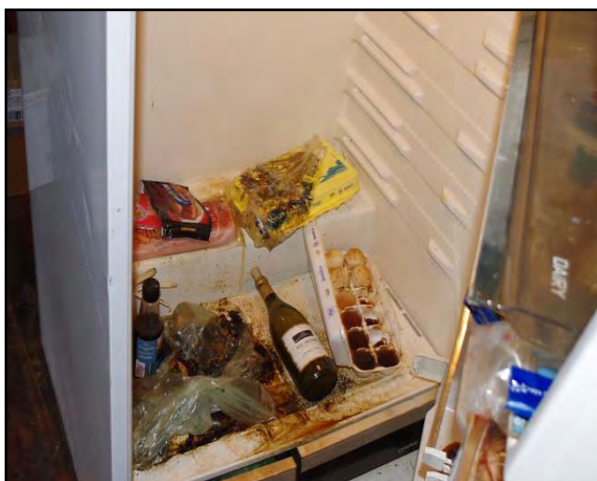
Right: The basement of the former school contains hundreds of dead cockroaches.



Left: A dry toilet allowing sewer gasses into the building.



Right: Damage to the balcony ceiling, in the auditorium, of the former school.



Left: Abandoned refrigerator with spoiled food.

PHOTOGRAPHS OF EXISTING CONDITIONS

Downtown East Washington Street Redevelopment Project Area

Bloomington, Illinois

Parking Lots



Left & Right: The edge of the pavement at 402 East Jefferson Street is crumbling and deteriorated.



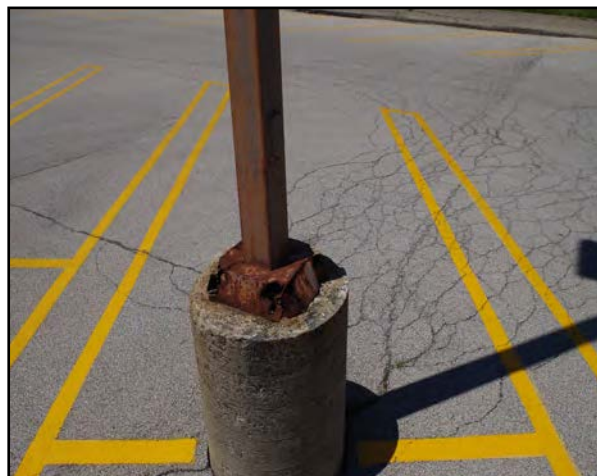
Left: The parking lot at 500 East Jefferson is deteriorated and contains large potholes.



Right: The parking stops at 500 East Jefferson are crumbling and deteriorated.



Left: The retaining wall on the north side of 500 East Jefferson is leaning.



Right: Several of the light standards at 402 East Jefferson Street are deteriorated.

PHOTOGRAPHS OF EXISTING CONDITIONS

Downtown East Washington Street Redevelopment Project Area

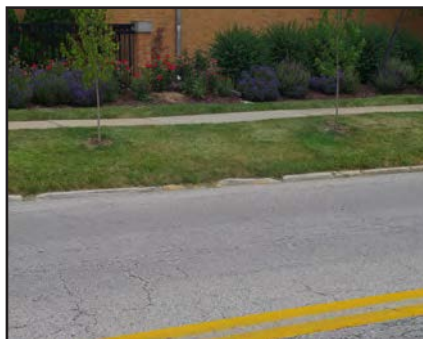
Bloomington, Illinois

Conditions Within Street Rights-of-Way

This page contains pictures of parking lots and rights-of-way found throughout the area.



Above: The pavement along North McLean Street is deteriorated.



Above: The curbs along North McLean Street are deteriorated.



Above: The curbs along East Front Street are deteriorated.

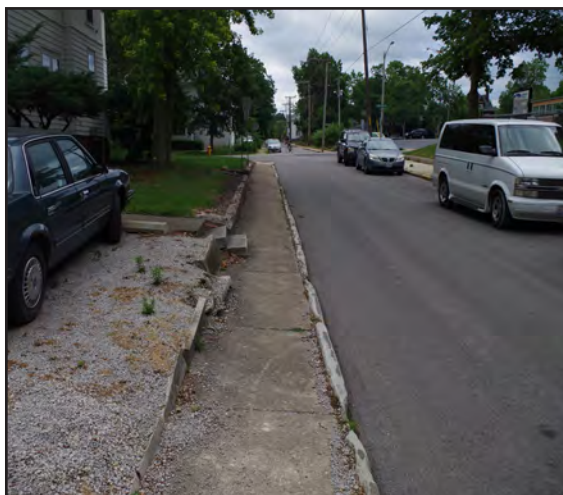
Below: The pavement along North Gridley Street is deteriorated.



Below: The pavement and curbs are deteriorated at the intersection of Gridley and Jefferson.



Below: Deteriorated pavement along North McLean Street.



Left: Deteriorated curbs along North McLean Street.

Right: Deteriorated street pavement along East Jefferson Street.



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ATTACHMENT D

Building Code Compliance Report

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August 21, 2017

Mr. Austin Grammer, MBA
Economic Development Coordinator
City of Bloomington
109 East Olive Street
Bloomington, IL 61701

**Re: Downtown - East Washington Street TIF District
Survey of properties for non-compliance with adopted codes.**

Dear Mr. Grammer:

On June 22 & 23, 2017, representatives from Farnsworth Group toured the following properties located within the proposed Downtown - East Washington Street TIF Study Area. Each property is listed below with a record of items identified to not comply with current adopted codes. Currently the City of Bloomington is regulated by the following standards:

- Bloomington City Code
- 2012 International Building Code (IBC)
- 2012 International Residential Code (IRC)
- 1997 Illinois Accessibility Code (IAC)
- 2009 ICC/ANSI A117.1
- 2012 International Fuel Gas Code (IF&GC)
- 2012 International Mechanical Code (IMC)
- 2014 Illinois State Plumbing Code
- 2014 National Electric Code (NEC)
- 2012 International Fire Code (IFC)
- 2012 NFPA 101 Life Safety Code (LSC)
- 2010 ADA Standards for Accessible Design
- IPDH Part 820 Swimming Facility Code

Note: Herein the term “accessible” and “accessibility” refer to the standards required by the Americans with Disabilities Act of 1990 (ADA) including the 2010 ADA Standards for Accessible Design, the 1997 Illinois Accessibility Code, and the 2012 International Building Code/2009 ICC/ANSI A117.1.

PROPERTIES:

A. 510 E Washington St (Various Uses, Former Public School / Church)

Exterior:

1. On-site parking lot is too steep, incorrectly striped, and does not provide accessible parking.
2. Drive approach is deteriorated.
3. Exterior shows many signs of deterioration, including:
 - a. Failing shingles on “greenhouse” bay at southwest corner.
 - b. Failing joints in stone water table around entire perimeter.
 - c. Steps are in disrepair and do not have accessible handrails / guards.
 - d. Water damage visible above south entrance door at second floor.
 - e. Railroad tie shoring at northwest corner of playground is failing.
 - f. Downspouts of north addition are disconnected.
 - g. Large gap between sidewalk and north wall allowing potential water infiltration into building.
 - h. Broken glass in southwest entrance doors.
4. Playground does not meet requirements for accessible route to and within play area, accessible play structures, or accessible play components.
5. Many window panes replaced with non-weather-barrier wood panels.
6. Open holes present at windows, spandrel panels, and window A/C units.
7. Exterior fire escape from northwest corner of Third Floor does not appear structurally sound.

Interior – General:

8. Evidence of roof leaks observed at many locations, including:
 - a. Small gym on east side of Basement
 - b. Third Floor ceilings and walls.
 - c. Auditorium ceiling.
9. Required number of accessible entrances is not provided. Only southwest entrance is close to meeting accessibility requirements. All other exterior doors do not meet requirements for accessible entrances or exits.
10. Several exit doors barred shut. Likely they do not operate correctly. Towels were observed at some thresholds, presumably to block water infiltration.
11. Peeling paint throughout on ceilings, radiators, etc.
12. Elevator is not operational and does not connect to floors within the north addition. No elevator lobbies (or equivalent) are provided.
13. Stairs are typically non-accessible, have no or non-compliant handrails, have no areas of refuge, use wire glass in doors (if present), and are not in fire-rated enclosures.
14. Corridors have double egress doors with wire glass. Fire-rating is unclear but there are unrated penetrations above doors.
15. No code-required signage is present throughout the building. Inadequate illuminated exit signage.
16. Drinking fountains throughout the facility are either missing or inoperable.
17. Bathrooms do not meet accessibility requirements.
18. Toilet room ventilation is poor in all locations.
19. The building contains a great deal of galvanized domestic water piping and likely requires replacement based on the building’s age.
20. No GFCI receptacles were observed within the facility.
21. Rooms are not separated from corridors with fire-rated construction as required for non-sprinklered occupancies.

Interior – Basement:

22. Stairs to Basement mechanical room are not separated enough to meet egress requirements. Stairs guards/railings also do not meet code requirements.

23. Per an Asbestos Management Plan from 1988, asbestos content likely remains throughout the building including the following: Crawl space floor, tank insulation, fittings insulation, fan room doors, floors, boiler gasket material, fire brick, and interior of fire doors. Posted signs in the Basement confirm the continued presence of asbestos. Several rooms have been isolated/abandoned and can only be accessed by trained personal.
24. Basement storage rooms' openings and penetrations do not provide required 1-hour fire rating.
25. West storage room and southeast fan room of Basement show signs of water infiltration.
26. Steel mesh/cementitious coating that provides individual fire rating for steel columns is damaged and incomplete on many basement columns.
27. Styrofoam insulation used to block HVAC ducts.
28. Water damage / mold present in southeast room of east Basement.
29. Steam is the building's heating medium and 2 of the 3 original steam boilers are inoperable.
30. Domestic water heating equipment is inadequate to serve the entire facility.
31. The HVAC system employs pneumatic controls many of which are inoperable.
32. Automatic sprinkler system is not present.
33. The ventilation system serving the building is inoperable.
34. The HVAC system does not incorporate a centralized cooling component. Spot cooling is accomplished via window air conditioners.
35. Asbestos insulation exists throughout the primary mechanical equipment room.
36. The incoming 3" water service is not equipped with a backflow prevention device.
37. Electrical switchgear located in the primary mechanical room is obsolete.

Interior - Basement Swimming Pool Area:

38. No accessible route to pool area. Stairs and other barriers to accessible route within pool area. No accessible entrance into pool.
39. Stairs within pool area do not meet requirements for accessible means of egress.
40. Required clear walkway of 42" is not provided between pool edge and structural columns.
41. Deck covering does not meet code requirements for drainage and not retaining moisture.
42. Crumbling insulation on pipes. Likely insulation contains asbestos.
43. Bathrooms are not accessible and do not meet requirements for privacy partitions.
44. Locker room benches do not meet accessibility requirements.
45. Showers do not meet accessibility requirements.
46. Toilet partitions, lockers, water pipes, and radiator pipes heavily corroded.
47. Signs of water infiltration on walls within bathrooms.
48. Signs of water damage and cracked/crumbling concrete walls beside pool.
49. Acoustic ceiling tiles show water damage from above.
50. Peeling paint on all ceilings.
51. No drinking fountain is provided at the pool deck.
52. Pool ventilation system does not provide adequate outdoor air.

Interior – First through Fourth Floors:

1. First Floor gymnasium mezzanine and stairs do not meet code requirements for guards, railings, clear width, and seating/aisle arrangements.
2. Auditorium missing seating.
3. Auditorium mezzanine does not have handrails and its guard is too low.
4. Auditorium stage is non-accessible.
5. Group B, Business occupancies on upper floors of north addition are not separated per code with fire-rated construction from primary occupancies of building (Group E and A).

B. 500 E Jefferson (Parking Lot for 510 E Washington St)

1. Parking lot does not comply with required parking lot landscaping setbacks, points, or screening.

2. Stalls are not striped. The parking pattern dictated by parking blocks does not comply with minimum stall and aisle dimensions for 90-degree parking.
3. Entire parking lot, driveway entrance, and concrete parking blocks are in poor condition.

C. 402 E Jefferson (Parking Lot for “State Farm”)

1. Parking lot does not comply with required parking lot landscaping setbacks, points, or screening.
2. North edge of parking lot is in poor condition.

D. 401 E Jefferson (“City of Refuge” Church)

Exterior:

1. Insufficient off-street parking on site.
2. Exterior shows many signs of deterioration, including:
 - a. Downspout in southeast window area wells is blocked and broken.
 - b. Several windows are broken, are missing glass, and/or have been replaced with non-weather-barrier wood panels.
 - c. Failing glazing and sealant at many metal windows.
 - d. Peeling paint and failing sealant at many wood windows.
 - e. Damaged brick at northeast corner.
 - f. Clay receivers for downspouts are broken.
 - g. Boarded openings into basement have uncovered openings.
 - h. Bird nest at top of main exterior electrical connection.
 - i. Deteriorated concrete steps.
 - j. Water-damaged wood jambs/trim at doors.
 - k. Intermittent failing mortar in brick.
 - l. Western door has rusted jamb bottoms.
3. Trash dumpster is not enclosed / screened.
4. Guard railings at windows area wells next to walks do not meet code requirements.
5. Dryer vent is uncapped.
6. Required number of accessible entrances is not provided. Only western ramped entrance is close to meeting accessibility requirements. All other exterior doors do not meet requirements for accessible entrances or exits. One exit was chained shut.
7. Western ramped entrance does not comply with code requirements, including:
 - a. Insufficient handrails / guards.
 - b. Handrail / guard that is present is not structurally sound, does not have required extensions, and allows a 4” sphere to pass through.
 - c. Insufficient landing dimensions.
 - d. Building offsets project into ramp width mid-run.
 - e. No edge protection provided.
 - f. Insufficient clear floor space for entrance door.

Interior – General:

8. Almost all interior door hardware is not accessible.
9. No code-required signage is present throughout the building.
10. Evidence of roof leaks and water infiltration through walls observed at many locations, including:
 - a. Open ceiling by window in the Commercial Kitchen
 - b. First and Second Floor ceilings and walls.
 - c. Sanctuary ceiling and walls.
 - d. Large Gathering Room in Basement
11. None of the bathrooms throughout the building meet accessibility requirements.

12. Floor tiles in several rooms likely contain asbestos.
13. Automatic sprinkler system is not present.
14. Original steam boiler has been abandoned in place and heating to the sanctuary and church offices is now provided by gas-fired furnaces and air-cooled condensing units.
15. Combustion air and flue piping from the furnaces is in poor condition where such pipes penetrate exterior walls.
16. HVAC equipment does not introduce fresh air to the building occupants.
17. The heating system serving the 2-story classroom wing is no longer active due to decommissioning of the original boiler.
18. There exists no "permanent" means of providing heating, cooling, and ventilation to the 2-story classroom wing.
19. Galvanized water piping exists in the facility and is likely in need of replacement based on the building's age.
20. Exit signage is inadequate.
21. Emergency lighting is not present.
22. There is no exhaust serving the toilet rooms.

Interior – Basement:

23. Stairs between the First Floor and the Basement are not enclosed with fire-rated construction and handrails / guards do not meet code requirements.
24. Commercial Kitchen does not have a floor drain.
25. Exposed pipes in Kitchen reduce headroom below code-required minimum height.
26. Commercial Kitchen includes a commercial range but a type I grease hood and associated makeup air system do not exist.
27. Basement Gathering Room: Ceiling is below code-required minimum height and further reduced by pipes and HVAC. Likely mold in HVAC closet.
28. Large Basement Gathering Room: Egress doors inoperable or open into stair with unrated door, do not have egress hardware, and are not located have insufficient separation distance from each other.
29. Basement Mech Room is larger than 100sf and contains gas-fired furnaces but is not separated with fire-rated construction.
30. Laundry equipment (residential style washer and dryer) and domestic water heater are located within the food preparation area.
31. Receptacles within the commercial kitchen are not GFCI type.

Interior – First Floor:

32. Corridors within the same fire compartment as the Day-Care occupancy need to be constructed as smoke partitions. Corridor walls and doors currently do not meet these requirements.
33. Stairs to Second Floor within Sanctuary not enclosed with fire-rated construction, riser height exceeds code prescribed maximum, and handrails / guards do not meet code requirements. Also, underside of stairs used for storage without fire-rated separation from rest of stair.
34. No railings at the stepped seating at the Sanctuary mezzanine. Also, guard is too low.
35. Damaged ceiling behind Altar.
36. Steps with chair lift and non-compliant handrails interrupt accessible route mid-corridor on First Floor.

Interior – Upper Floors:

37. Men's Activity Room has damaged walls, missing doors, and wall openings exposing the back of the exterior masonry veneer.

E. 404 E Washington (Smith Vacant Lot – Used for parking on day of inspection)

1. Parking lot does not comply with required parking lot landscaping setbacks, points, or screening.
2. Parking stalls are not striped.
3. Entire parking lot is in poor condition.

F. 408 E Washington (City of Bloomington “Coachman” Vacant Lot – Used for parking on day of inspection)

1. Parking lot does not comply with required parking lot landscaping setbacks, points, or screening.
2. Parking stalls are not striped.
3. Entire parking lot is in poor condition.
4. Concrete cap on metal sheet piling retaining wall to the east is in poor condition.

G. 401 E Washington (“PNC” Bank Parking Lot)

1. Parking lot does not comply with required parking lot landscaping setbacks, points, or screening.
2. North driveway entrance in poor condition.
3. West perimeter curb damaged.
4. Appears that single site drain on west side is inadequate for lot drainage and parking lot runoff occurs over west sidewalk.
5. No accessible stalls striped.

H. 409 E Washington (“Meltdown Creative Works” Screen Printing Business)

Exterior:

1. Less than required number of parking stalls.
2. Accessible parking stall not striped.
3. Drive aisle and parking stalls do not meet minimum required dimensions.
4. Drive-through canopy is not fire-rated as required by fire separation distance to the lot line.
5. Several penetrations in the exterior walls have been filled with exposed batt insulation and do not meet exterior envelope air and vapor barrier requirements.
6. Roof eave soffit has areas of rust and openings. Latter can allow infiltration of pests. Also, users report incidences of pest infiltration, most likely along the wall-to-roof perimeter.
7. Window glazing shows signs of cracking and failing.
8. Steel lintels at windows are rusted.

Interior:

9. Back door does not meet the requirements of an accessible entrance or exit and does not close properly.
10. Toilet room does not meet accessibility requirements.
11. Metal roof deck has rust and some patched holes visible from the inside that could affect structural performance.
12. Ventilation of the screen printing room is not consistently operated during occupied hours.
13. The incoming water service is not protected by a backflow prevention device.

I. 412 E Front (“Girl Friday” Hair Salon)

Exterior:

1. Per American National ALTA Survey dated January 11, 2017, building lies 0.10 feet over the property line and brick wall lies 0.87 feet over the property line.
2. Property mortgage describes a ten feet easement along the east side of the property. This is the concrete drive which leads from the street to the back garage. This drive is currently

used as unstriped, 90-degree parking that encroaches onto the adjacent lot for parking stall area and drive access. No accessible parking is provided on site.

3. Front and back doors do not meet requirements for accessible entrances or exits.
4. Eaves and soffits have holes and rotted wood.
5. Water damage around eave where downspout is missing.
6. Brick / clay tile retaining wall damaged and missing tiles.
7. Front porch roof is missing roof edge flashing.
8. Upper roof is missing areas of asphalt shingles, exposing clay tile underneath.
9. Back porch has peeling paint with exposed wood showing water damage.
10. 6'-0" height of garage overhead door is less than minimum required.
11. No accessible entrance or exit provided for detached garage building.
12. 3-Story building exceeds allowable number of stories for a wood framed, non-sprinklered, residential occupancy building with unrated floor/roof and wall assemblies.

Interior – General:

13. Elevator not provided to access basement level of Hair Salon or residential units above.
14. No accessible or egress hardware present throughout building.
15. No code-required signage present throughout building.
16. Both interior stairs do not meet code requirements for accessibility or safe egress, including:
 - a. Stairways not enclosed with fire rated construction.
 - b. Minimum requirements for landings, guards, handrails, tread depths at winders, stair width (north stair), and headroom (north stair) not met.
 - c. No barrier to prevent downward travel to Basement during an emergency at north stair.
 - d. Storage room under north stair not fire-separated from stair and accessed from within stair area.
 - e. Storage located under north stair.
 - f. No separated Areas for Rescue Assistance as required for each floor other than the level of exit discharge.
 - g. Unoccupied rooms accessed directly from exit stairways.
 - h. Exit stairways do not meet requirements for minimum separation distance from each other.
 - i. South stair does not have exit discharge directly to the exterior or meeting the requirements for code exceptions.
17. Business occupancy on First Floor not separated with 2-hour fire rated construction from Residential apartment on Second Floor.

Interior – Basement:

18. Inadequate clear headroom in parts of Basement.
19. Basement ceiling is in various states of deterioration.
20. Opening to Basement Massage Room is too narrow, not meeting the minimum required egress width.
21. Boiler room is not enclosed with fire-rated construction. Acoustical ceiling tiles applied to the interior face of studs of boiler room as a wall finish do not provide an approved fire rating.
22. Combustion air provided to both the domestic water heater and heating boiler appears inadequate.

Interior – First Floor:

23. Point of sale counter does not have section with accessible height.
24. First floor toilet does not meet accessibility requirements for fixtures and is too small to meet clear floor areas for fixtures, turnaround clearance, or clear maneuvering space for the door.
25. Nail station does not have exhaust system.
26. Refrigerator and sink in Break Room / Storage are not accessible.

Interior – Second and Third Floor:

27. Second Floor dwelling unit windows typically less than 36" above the floor and not equipped with devices to limit the opening per code. If devices were installed, open area of windows would not provide required amount of natural ventilation.
28. Third Floor bedroom windows show signs of water damage and may be inoperable.
29. It is unlikely that wall assemblies that separate dwelling unit from other spaces are constructed to provide the minimum STC rating of 50.
30. It is unlikely that floor/ceiling assemblies that separate a dwelling unit from other spaces are constructed to provide the minimum STC rating of 50 and IIC rating of 50.

J. 413 E Washington (Vacant Building, Former "Chase Bank")

Exterior:

1. Per American National ALTA Survey dated January 11, 2017, the east fence enclosure for mechanical equipment lies 0.49 feet over the property line.
2. Accessible parking stall not correctly striped, has no signage, and the accessible path to the building entrance requires traveling to the public sidewalk.
3. Typical parking stall depths less than minimum required.
4. Bottom of drive-thru canopy columns are rusting.
5. Paint on underside of drive-thru canopy is peeling.

Interior – Basement:

6. Evidence of past leaking at the concrete slab under the drive-through including corrosion at the Communications Panel.
7. Light fixtures and exit signs in basement project down into minimum ceiling height requirements.
8. Employee kitchen configuration and appliances are not accessible.
9. Doors do not have accessible hardware.
10. Bathroom doors do not meet accessibility requirements for hardware or clear floor area.
11. Bathroom sinks are not accessible and located within clear floor space of toilets.
12. Gas-fired furnaces are not provided with an appropriate source of combustion air.
13. Return air for the entire building is via a grille at the base of the staircase resulting in the egress path acting as a plenum.
14. Electric water heater is not equipped with a temperature limiting device such as a thermostatic mixing valve.
15. Receptacles at kitchenette are not GFCI type.

Interior – First Floor:

16. Interior space in a state of demolition. Flooring finish is incomplete.
17. South (employee) entrance door does not meet requirements for accessible entrance or exit.
18. Stair to basement is not enclosed with 1-hour rated construction. Guards, railings, landings, and clear headroom do not comply with code requirements.
19. Glass in floor-to-ceiling windows and sliding entrance doors is not marked as safety glass.
20. Door closers on front entrance swinging doors exceed maximum allowed opening force.
21. Automatic sprinkler system is not present.
22. Exit signage is inadequate.

K. 410 E Front (Former "Chase Bank" Parking Lot & Storage Building)

1. Parking lot does not comply with required parking lot landscaping setbacks, points, or screening.
2. No accessible parking stalls striped.
3. Parking blocks needed at head of parking stalls.

4. West sections of buildings are not fire-rated as required by fire separation distance to the lot line.
5. Water damage visible at base of wood frame for overhead door.
6. Gaps around overhead doors are allowing water infiltration from rain.
7. North garage door opener missing a side cover.
8. Accessible entrances and egress not provided from buildings.
9. Receptacles within the storage building are not GFCI type.

L. 416 E Front (Former “Chase Bank” Parking Lot)

1. Parking lot does not comply with required parking lot landscaping setbacks, points, or screening.
2. No accessible parking stalls striped.

M. 309 N McLean (Multifamily Housing)

(Property is a single-family home that has been converted into a multifamily apartment building (probably four units) and consequently does not meet most of the code requirements for multifamily housing.)

(Survey conducted without access to interior)

Exterior:

1. Off-street parking is deficient (8 spaces are required, 2 per unit) and does not meet fencing/screening requirements.
2. Property area of 6,720 sf does not meet the minimum lot area requirements of 7,000 sf for multi-family in the R-2 zoning district.
3. The building does not meet front yard setback requirements of 25 ft, and does not appear to meet side yard setbacks of 6 ft.
4. Masonry foundation needs tuck-pointing.

Interior – General:

5. At least one story containing dwelling units shall be provided with an accessible entrance from the exterior of the building and all units on that story shall be Type B accessible units per ICC/ANSI A117.1. This building does not provide an accessible entrance to any units and very likely all units do not meet most of the requirements for a Type B unit.
6. Exterior stairs outside each exterior door do not comply with means of egress requirements, including requirements for handrails, guards, hardware, landing areas, exterior areas for rescue assistance, or an accessible means of egress to a public way.
7. Mailboxes likely do not provide accessible boxes or any of the required parcel lockers.
8. It is unlikely that wall assemblies that separate dwelling units are constructed to provide the minimum STC rating of 50.
9. It is unlikely that floor/ceiling assemblies that separate dwelling units are constructed to provide the minimum STC rating of 50 and IIC rating of 50.
10. Code-required interior or exterior signage not present.
11. Interior common stairs likely do not meet requirements for accessibility or means of egress including enclosure with fire-rated construction.
12. Required automatic sprinkler system is not present.

Sincerely,

Farnsworth Group, Inc.

A handwritten signature in blue ink that reads "Michael Buragas". The signature is fluid and cursive, with a long horizontal stroke at the end.

Michael Buragas, AIA
Project Architect

A handwritten signature in blue ink that reads "Timothy M. Gilles". The signature is cursive, with the first name being more prominent and the last name following in a similar style.

Timothy M. Gilles
Mechanical Department Manager

ATTACHMENT E

**Parcel Identification Numbers,
Property Owners & 2016 EAV**

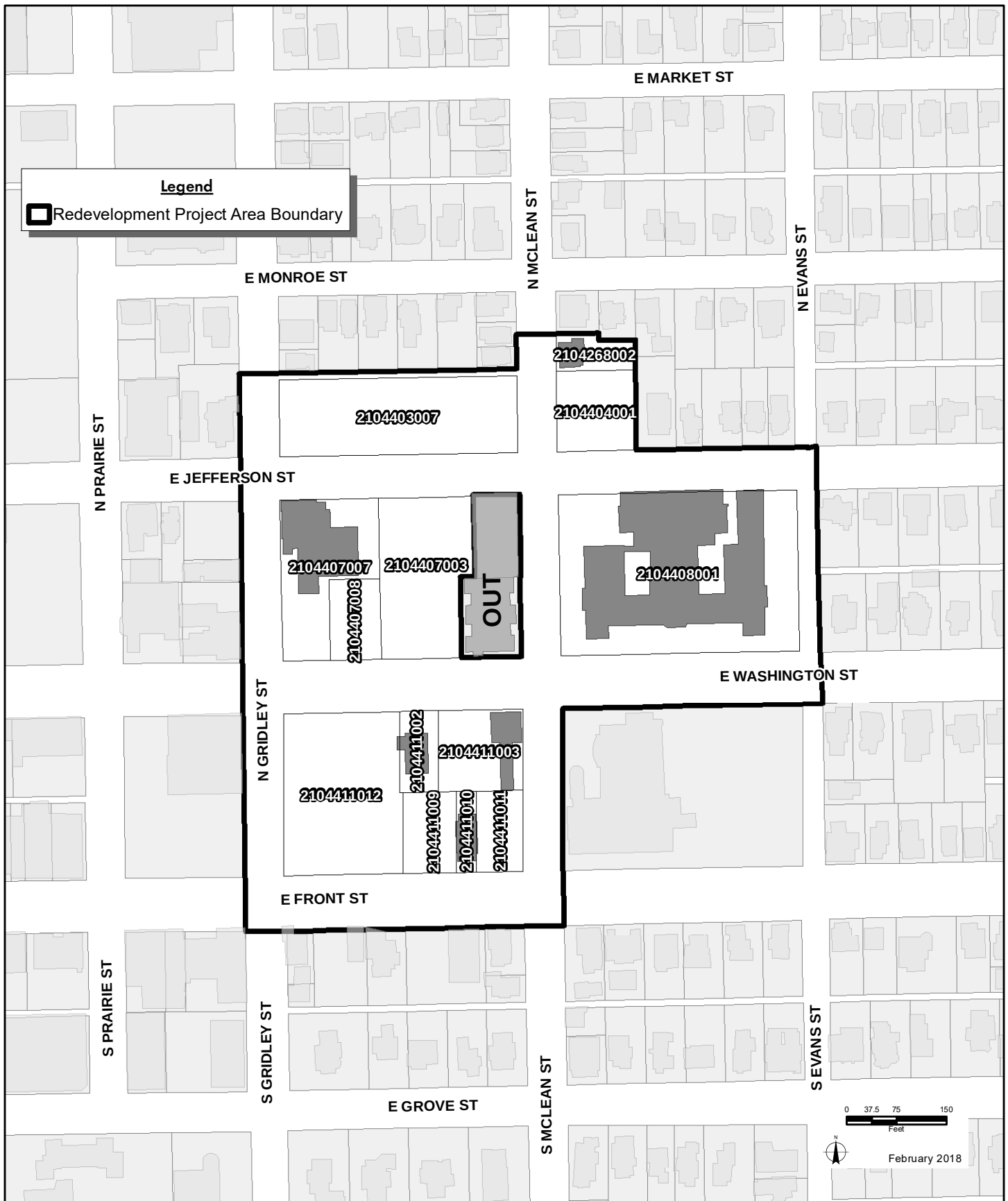
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Property Identification Number (PIN) List & EAV History

Downtown East Washington St. Redevelopment Project Area

City of Bloomington, Illinois

Parcel ID No. (PIN)	Property Owner	Mailing Address	City, State, Zip	2016 EAV
21-04-408-001	ICEBERG DEVELOPMENT GROUP LLC	20 SANDSTONE CT	LE CLAIRE, IA 52753	\$ 132,954
21-04-404-001	ICEBERG DEVELOPMENT GROUP LLC	20 SANDSTONE CT	LE CLAIRE, IA 52753	\$ 4,674
21-04-403-007	STATE FARM MUTUAL	1 STATE FARM PLAZA	BLOOMINGTON, IL 61701	\$ 117,454
21-04-407-007	CITY OF REFUGE, COGIC	PO BOX 866	BLOOMINGTON, IL 61702	\$ -
21-04-407-008	SMITH FAMILY PARTNERSHIP LP	1308 CROSS CREEK RD	MAHOMET, IL 61853	\$ 16,649
21-04-407-003	CITY OF BLOOMINGTON	109 E Olive St	BLOOMINGTON, IL 61701	\$ -
21-04-411-012	PNC REALTY SERVICES c/o MARVIN F POER & CO	PO Box 52427	Atlanta, GA	\$ 107,987
21-04-411-002	BEGLEY COMPANY	PO Box 55910	Lexington, KY 40555	\$ 39,894
21-04-411-010	MCALPIN, JULIE F	1009 N MONROE ST	MARION, IL	\$ 67,097
21-04-411-003	WESLEY UNITED METHODIST CHURCH, ATTN GREG YOUNT	502 E FRONT	BLOOMINGTON, IL 61701	\$ 75,582
21-04-411-009	WESLEY UNITED METHODIST CHURCH, ATTN GREG YOUNT	503 E FRONT	BLOOMINGTON, IL 61702	\$ 26,752
21-04-411-011	WESLEY UNITED METHODIST CHURCH, ATTN GREG YOUNT	504 E FRONT	BLOOMINGTON, IL 61703	\$ 18,506
21-04-268-002	HART PROPERTIES BLOOMINGTON LLC	PO Box 6296	BLOOMINGTON, IL 61702	\$ 33,266
		TOTAL		\$ 640,815



Parcel Locator

Downtown East Washington Street Redevelopment Project Area

AN ORDINANCE OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, TO SET A DATE FOR, AND TO APPROVE A PUBLIC NOTICE OF A PUBLIC HEARING ON THE TAX INCREMENT FINANCING REDEVELOPMENT PLAN FOR THE DOWNTOWN EAST WASHINGTON STREET REDEVELOPMENT PROJECT AREA

WHEREAS, the City of Bloomington, McLean County, Illinois (the “City”) is a municipal corporation and political subdivision of the State of Illinois and as such is reviewing the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.* (the “Act”) for purposes of designating the Downtown East Washington Street Redevelopment Project Area; and,

WHEREAS, pursuant to the Act, the City is required to adopt an ordinance fixing the time and place for a public hearing on the proposed Downtown East Washington Street Redevelopment Project Area; and,

WHEREAS, the City desires to adopt this Ordinance in order to comply with such requirements of the Act.

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 and made a part hereof.

Section 2. It is necessary and in the best interests of the City that a public hearing be held prior to the consideration of the adoption by the Mayor and City Council of the City (the “*Corporate Authorities*”) of an ordinance or ordinances approving the Tax Increment Financing Redevelopment Plan Downtown East Washington Street Redevelopment Project Area (the “*Plan and Project*”), designating the Downtown East Washington Street Redevelopment Project Area (the “*Project Area*”) and adopting tax increment allocation financing, and accordingly, it is necessary that a date for such public hearing be established and notice thereof be given, all in accordance with the provisions of the Act.

Section 3. It is hereby determined that a public hearing (the “*Hearing*”) on the proposed Plan and Project for the proposed Project Area, as legally described in *Exhibit A*, attached hereto and made a part hereof this Ordinance, shall be held on the 9th day of April, 2018 at 7:00 p.m., at the City of Bloomington, City Hall, 109 East Olive Street, Bloomington, Illinois.

Section 4. Within a reasonable time after the adoption of this ordinance, a copy of the Plan and Project along with the name of the contact person at the City shall be sent to the affected taxing districts by certified mail.

Section 5. Notice of the Hearing is hereby authorized to be given by publication and mailing, said notice by publication to be given at least twice, the first publication to be not more than thirty (30) nor less than ten (10) days prior to the Hearing in a newspaper of general circulation within the taxing districts having property in the Project Area, and notice by mailing to be given by depositing such notice in the United States mail by certified mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract, or parcel of land lying within the Project Area and to each residential address located within the Project Area, not less than ten (10) days prior to the date set for the Hearing. In the event taxes for the last preceding year were not paid, notice shall also be sent to the persons last listed on the tax rolls within the preceding three (3) years as owner(s) of such property.

Section 6. Notice of the Hearing is hereby directed to be in substantially the form found in *Exhibit B* which is attached hereto and made a part hereof.

Section 7. The above notice is hereby directed to be given by mail, not less than forty-five (45) days prior to the date set for the Hearing, to all taxing districts of which taxable property is included in the proposed Project Area and to the Illinois Department of Commerce

and Economic Opportunity (“DCEO”). Notice shall include an invitation to each taxing district and DCEO to submit written comments to the City, in care of the City Clerk of the City of Bloomington, City Hall, 109 East Olive Street, Bloomington, Illinois 61701 concerning the subject matter of the Hearing prior to the date of the Hearing.

Section 8. It is hereby ordered that a Joint Review Board (the “Board”) shall be convened on the 9th day of March, 2018 at 1:00 p.m., at the City of Bloomington, City Hall, 109 East Olive Street, Bloomington, Illinois 61701, which is not sooner than fourteen (14) days nor later than twenty-eight (28) days following the notice to be given to all taxing districts, as provided in Section 7 above, to review the public record, the proposed Plan and Project and the proposed ordinances approving the proposed Plan and Project. The Joint Review Board shall consist of a representative selected by the community college district, the local community unit school district, the township, and county all of which have authority to directly levy taxes on the property in the proposed Project Area, a representative selected by the City, and a public member to be selected by a majority of other Board members, and shall act in accordance with the applicable provisions of the Act.

Section 9. The document entitled Tax Increment Financing Redevelopment Plan Downtown East Washington Street Redevelopment Project Area has been available for inspection and review commencing the 1st day of February, 2018, which is more than 10 days prior to the adoption of this Ordinance at the office of the City Clerk at the City of Bloomington, City Hall, 109 East Olive Street, Bloomington, Illinois, during regular office hours.

Section 10. Notice of the establishment of an interested parties’ registry which entitles all registrants to receive information on activities related to the proposed designation of a redevelopment project area and the preparation of a redevelopment plan and project is hereby authorized.

Section 11. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this Ordinance.

Section 12. All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 13. This Ordinance shall be in full force and effect immediately upon its passage.

PASSED this _____ day of _____, 2018.

APPROVED:

Tari Renner, Mayor

AYES: _____

NAYS: _____

ABSENT: _____

Attest:

City Clerk

STATE OF ILLINOIS)
)
COUNTY OF MCLEAN) SS.

CERTIFICATE

I, _____, City Clerk of the City of Bloomington, McLean County and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. _____:

“AN ORDINANCE OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, TO SET A DATE FOR, AND TO APPROVE A PUBLIC NOTICE OF A PUBLIC HEARING ON THE TAX INCREMENT FINANCING REDEVELOPMENT PLAN FOR THE DOWNTOWN EAST WASHINGTON STREET REDEVELOPMENT PROJECT AREA”

which was adopted by the Mayor and City Council of the City of Bloomington on the _____ day of _____, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Bloomington this _____ day of _____, 2018.

City Clerk

Exhibit A

Legal Description

Downtown East Washington Street Redevelopment Project Area

A part of the SE¼ of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the point of intersection of the west right of way line of Gridley Street with the south right of way line of East Front Street; thence Northerly on the west right of way line of said Gridley Street to the point of intersection with the westerly extension of the north right of way line of the alley in Block 2 Evan's Addition; thence Easterly on the westerly extension of the north right of way line of said alley and the north right of way line of said alley to the west right of way line of North McLean Street; thence Northerly on the west right of way line of said North McLean Street to the point of intersection with the westerly extension of the north line of the South 56 feet of Lot 6 in Block 1 said Evan's Addition; thence Easterly on the westerly extension of and the north line of the south 56 feet of Lot 6 in Block 1 said Evan's Addition to the west line of Lot 5 in Block 1 said Evan's Addition; thence Southerly to the northwest corner of the South 45 feet of Lot 5 in Block 1 said Evan's Addition; thence Easterly to the northeast corner of the South 45 feet of Lot 5 in Block 1 said Evan's Addition; thence Southerly on the east line of said Lot 5 and the east line of Lot 8 in Block 1 said Evan's Addition to the north right of way line of East Jefferson Street; thence Easterly on the north right of way line of said East Jefferson Street to the point of intersection with the east right of way line of Evans Street; thence Southerly on the east right of way line of said Evans Street to the point of intersection with the south right of way line of East Washington Street; thence Westerly on the south right of way line of said East Washington Street to the point of intersection with the east right of way line of McLean Street; thence Southerly on the east right of way line of said McLean Street to the point of intersection with the south right of way line of said East Front Street; thence Westerly to the Point of Beginning, EXCEPT Lot 1 and the East 8 feet of Lot 2 in Block 3 said Evan's Addition, ALSO EXCEPT Lot 12 and the East 30 feet of Lot 11 in Block 3 said Evan's Addition described in Warranty Deed recorded as Document No. 2014-17877, PIN (44) 21-04-407-006.

Exhibit B

NOTICE OF PUBLIC HEARING

**CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, PROPOSED
APPROVAL OF THE TAX INCREMENT FINANCING
REDEVELOPMENT PLAN FOR THE DOWNTOWN EAST
WASHINGTON STREET REDEVELOPMENT PROJECT AREA**

Notice is hereby given that on the 9th day of April, 2018 at 7:00 p.m., at the City of Bloomington, City Hall, 109 East Olive Street, Bloomington, Illinois, a public hearing (the "*Hearing*") will be held to consider the approval of the proposed Tax Increment Financing Redevelopment Plan Downtown East Washington Street Redevelopment Project Area (the "*Plan and Project*"), the designation of the Downtown East Washington Street Redevelopment Project Area (the "*Project Area*") and the adoption of tax increment financing therefore. The Project Area consists of the territory legally described on Exhibit A and generally described as follows: Generally the three and one-half city blocks bounded by an alley between E. Monroe Street and E. Jefferson Street on the north, N. Gridley Street on the east, E. Front Street on the south and N. Evans Street on the west.

The Plan and Project objectives are to reduce or eliminate blighting conditions, to enhance the tax base of the City and other affected taxing districts by encouraging private investment in residential, commercial, and other mixed-use development within the Project Area, and to preserve and enhance the value of properties therein, all in accordance with the provisions of the "Tax Increment Allocation Redevelopment Act," effective January 10, 1977, as amended (the "*Act*"). The City may issue obligations to finance project costs in accordance with the Plan and Project, which obligations may also be secured by the special tax allocation fund and other available funds, if any, as now or hereafter permitted by law, and which also may be secured by the full faith and credit of the municipality.

At the Hearing, there will be a discussion of the Plan and Project, designation of the Project Area, and the adoption of tax increment allocation financing for the Project Area. The Plan and Project is on file and available for public inspection at the office of the City Clerk at the City of Bloomington, City Hall, 109 East Olive Street, Bloomington, Illinois.

Pursuant to the proposed Plan and Project, the City proposes to facilitate redevelopment of the Project Area by incurring or reimbursing eligible redevelopment project costs, which may include, but shall not be limited to, studies, surveys, professional fees, property assembly costs, construction of public improvements and facilities, building and fixture rehabilitation, reconstruction, renovation and repair, financing costs, and interest costs, all as authorized under the Act. The Plan and Project proposes to provide assistance by paying or reimbursing costs including, but not limited to, site assembly, analysis, professional services and administrative activities, public improvements and facilities, building rehabilitation, capital costs incurred by a taxing district as a direct result of a redevelopment project, the payment of financing and interest

costs, and such other project costs as permitted by the Act pursuant to one or more redevelopment agreements.

Tax increment financing is a public financing tool that does not raise property taxes but is used to assist economic development projects by capturing the projected increase in the property tax revenue stream to be created by the increase of the assessed value of the development or development area and investing those funds in improvements associated with the project.

At the Hearing, all interested persons or affected taxing districts may file written objections with the City Clerk and may be heard orally with respect to any issues regarding the approval of the proposed Plan and Project, designation of the Project Area, and adoption of tax increment allocation financing therefore

The Hearing may be adjourned by the Mayor and City Council of the City without further notice other than a motion to be entered upon the minutes of the Hearing fixing the time and place of the subsequent hearing.

For additional information about the proposed Plan and Project and to file comments or suggestions prior to the hearing contact Austin Grammer, Economic Development Coordinator of the City of Bloomington, City Hall, 109 East Olive Street, Bloomington, Illinois, (309) 434-2611.

By Order of the Mayor and City Council of the City of Bloomington this _____ day of _____, 2018.

City Clerk



REGULAR AGENDA ITEM NO. 8C

FOR COUNCIL: February 12, 2018

SPONSORING DEPARTMENT: Community Development – Office of Economic Development

SUBJECT: Consideration of an Ordinance approving a Contract to purchase the vacant property at 404 East Washington Street (the “Smith Property” which is adjacent to the City-owned former Coachman Motel property at 408 East Washington Street) for \$95,000.00 as recommended by the City’s Community Development Department.

RECOMMENDATION/MOTION: An Ordinance approving a Contract to purchase commercial real estate located at 404 East Washington Street in the amount of \$95,000.00 be approved 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 3b. Attraction of new targeted businesses that are the “right” fit for Bloomington/ 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; 6d. Healthy adjacent neighborhoods linked to Downtown.

BACKGROUND: The City acquired the former Coachman Motel property at 408 E Washington St (the “Coachman Property”) in the fall of 2009 after multiple years of dealings with the blighted property. The Coachman Property is .729 acres (31,742 square feet). The City issued an RFP in June of 2012 soliciting developer interest in the Coachman Property. The only response to the RFP was from the owner of the adjacent “Lafayette Apartments” building (constructed in 1920, eight floors, 60 units) with a proposal to construct a surface parking lot. The City Council rejected the Lafayette parking lot proposal. The Coachman Property has continued to be advertised by the City as “For Sale” with a sign posted on the property and information listed on the City’s website and on national commercial real estate research service CoStar.

In early 2013, Bob Smith acquired 404 East Washington St (the “Subject Property”), a property directly to the west of the Coachman Property. The Subject Property was improved with a two story, single family home that was previously the site of Project Oz and had last been occupied by a florist known as “Feel Good Flowers.” The Subject Property is .211 acres (9,191 square feet).

Smith demolished the vacant home / building in the fall of 2013 with the plan to construct a new building that he could lease to a third party. He ultimately did not pursue that plan.

During the spring and summer of 2015, City staff held multiple meetings with Smith to determine his level of interest and capacity to develop the Subject Property in partnership with the City wherein Smith would combine the Subject Property with the City's Coachman Property to construct a significant, privately-owned, mixed-use or residential-only development. Smith contracted with an architect who drafted the attached site plan concepts for a multi-unit, suburban-style cluster of two story, four unit apartment buildings. Smith indicated that he was not impressed with the architect's concept for the site and that he no longer desired to pursue developing the Subject Property. Smith then informed City staff that he would be interested in selling the Subject Property to the City to aid in the City's promotion of the redevelopment of the City-owned Coachman Property.

Subsequent to the discussions with Smith in 2015, City staff have continued to market the Coachman Property to other developers. Multiple developers have indicated that the Coachman Property, by itself, would be difficult to redevelop due to its depth / rectangular shape and lack of significant frontage on Washington Street. Developers have also commented that the potential development of a less than desirable use on the Subject Property adjacent to a potential high quality development on the Coachman Property detracts from developer interest in Coachman Property. Taking this feedback into account, staff is of the belief that City acquisition of the Subject Property would be prudent to assist in attracting developer interest to the Coachman Property and the Subject Parcel as the two parcels combined would total approximately .94 acres (40,933 square feet).

With the recent action by the City Council to include the Subject Property within the boundary of the proposed Downtown East Washington Street TIF District, and Smith's continued desire to sell his property to the City, staff recommends that the City acquire the Subject Property to enhance the redevelopment potential of the city-owned Coachman Property. Therefore, at the direction of the Mayor and the City Council, the City's Legal Department has negotiated the proposed purchase contract with Smith and his attorney.

Staff believes that the proposed purchase price of \$95,000.00 (approximately \$10.34 per square foot) for the Subject Property is reasonable considering the per square foot sales prices of comparable properties in the vicinity and the appraised value of the adjacent Coachman Property according to a 2012 City-contracted appraisal. Additionally, the benefit of acquiring a cleared / vacant lot that is contiguous with a parcel already owned by the City further supports the value of the Subject Property to the City. The Washington Street corridor is a key gateway to Downtown Bloomington and will continue to increase in prominence with the recent development of The Foundry (Green Top Grocery), the proposed redevelopment of the former Bloomington High School building, and other Downtown revitalization projects, further supporting the redevelopment potential of the Coachman Property and the Subject Property and staff's recommendation to acquire the Subject Property.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Staff has been in contact with multiple adjacent property owners including State Farm Insurance, the City of Refuge

Church, PNC Bank, the Lafayette Apartments, and others in regards to the redevelopment of the city-owned Coachman Parcel. Staff has also met with and fielded phone calls from multiple residents, local businesses, and area developers who have expressed an interest in developing the Coachman Property and the Subject Property.

FINANCIAL IMPACT: The proposed contract calls for the City to acquire the Subject Property for \$95,000.00. If approved, the purchase amount and other related acquisition costs will be sourced from the City's FY 2018 Economic Development – Land Account (10019170-72510). If approved a transfer of \$95,000 in budgeted funds from the Economic Development-Other Professional & Technical Services account (10019170-70220) to the Land Account will be processed. Stakeholders can locate the FY 2018 amount in the Budget Book titled "Adopted General Fund Budget" on page 408. If the Downtown East Washington Street TIF District is established, and if the Subject Property is ultimately developed by a private developer, the City may have the opportunity to seek reimbursement for the purchase price and other related acquisition costs from the future property tax increment which may become available as a result of adopting TIF.

COMMUNITY DEVELOPMENT IMPACT: The City's Comprehensive Plan 2035 identifies the Coachman Property as a Tier 1 Redevelopment / Infill Development Priority Site. The potential successful marketing and redevelopment of the Coachman Property and the Subject Property could be a catalyst to attracting additional private investment to support the redevelopment of other adjacent properties as envisioned in the Comprehensive Plan and Downtown Strategy. The proposed property purchase is aligned with the following goals and objectives of the Comprehensive Plan 2035:

Goal ED-4 Enhance the image of Bloomington as a business friendly community.

ED-4.2 Prioritize infill and redevelopment to spur growth and reinvestment in the City.

ED-4.4 Evaluate commercial land use needs in the context of changing economic trends

ED-4.5 Identify and reduce barriers for local growth and economic development

Goal D-1 Continue to build a healthy Downtown that offers a range of employment, retail, housing, cultural and entertainment opportunities for all.

D-1.1 Strengthen business recruitment and retention activities

D-1.2 Pursue catalyst projects that can serve as additional Downtown anchors

D-1.4 Develop a wide variety of Downtown housing options

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

D-2.1 Identify and designate gateways to Downtown [East Washington Street]

Goal D-6 Reinforce the connections between Downtown and adjacent neighborhoods.

D-6.1 Encourage development on sites that will link Downtown with surrounding neighborhoods

D-6.3 Pursue public-private development opportunities with major employers seeking employee housing near offices

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY

CONSTRUCTION: The ongoing maintenance of the Subject Property (a grassy lot) after

acquisition by the City will be incorporated into the City's Facilities operations. The adjacent Coachman Property is already being mowed and maintained by the City's Facilities department so an additional mobilization effort will not be needed for periodic maintenance (mowing, weeding, trash removal, etc.).

Respectfully submitted for Council consideration.

Prepared by: Austin Grammer, Economic Development Coordinator

Reviewed by: Bob Mahrt, Interim Community Development Director

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

Community Development review by: Bob Mahrt, Interim Community Development Director

Legal review by: Jeffrey Jurgens, Corporation Counsel
Brian Jones, Special Council to the City (Purchase Contract)
Kathleen Field Orr, Special Council to the City (TIF)

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- MCGIS Aerial Parcel Map of the Subject Property
- Smith Conceptual Site Plans – Summer 2015
- City GIS aerial maps detailing potential parcel configurations for the 400 block of East Washington Street
- Ordinance approving the Purchase Contract for 404 East Washington Street
- Purchase Contract for 404 East Washington Street

404 East Washington Street

McLEAN COUNTY
McGIS
Geographic Information System

Parcel ID = 21-04-407-008, I want to...

PIN
2104407008

DEED_AC
0

COMPUTED_AC
0.211

CONDOMAX

TWP_ASSR
<http://www.wevaluebloomington.org/BLTMAST2.asp?typeSearch=ID&ParcelID=21-04-407-008>

PIN2
21-04-407-008

FIRST_NAME
N/A

MIDDLE_INITIAL
N/A

LAST_NAME
SMITH FAMILY PARTNERSHIP LP

SUFFIX
N/A

address1
1308 CROSS CREEK RD

address2
N/A

CITY
MAHOMET

ZIP_CODE
618533724

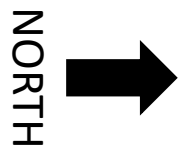
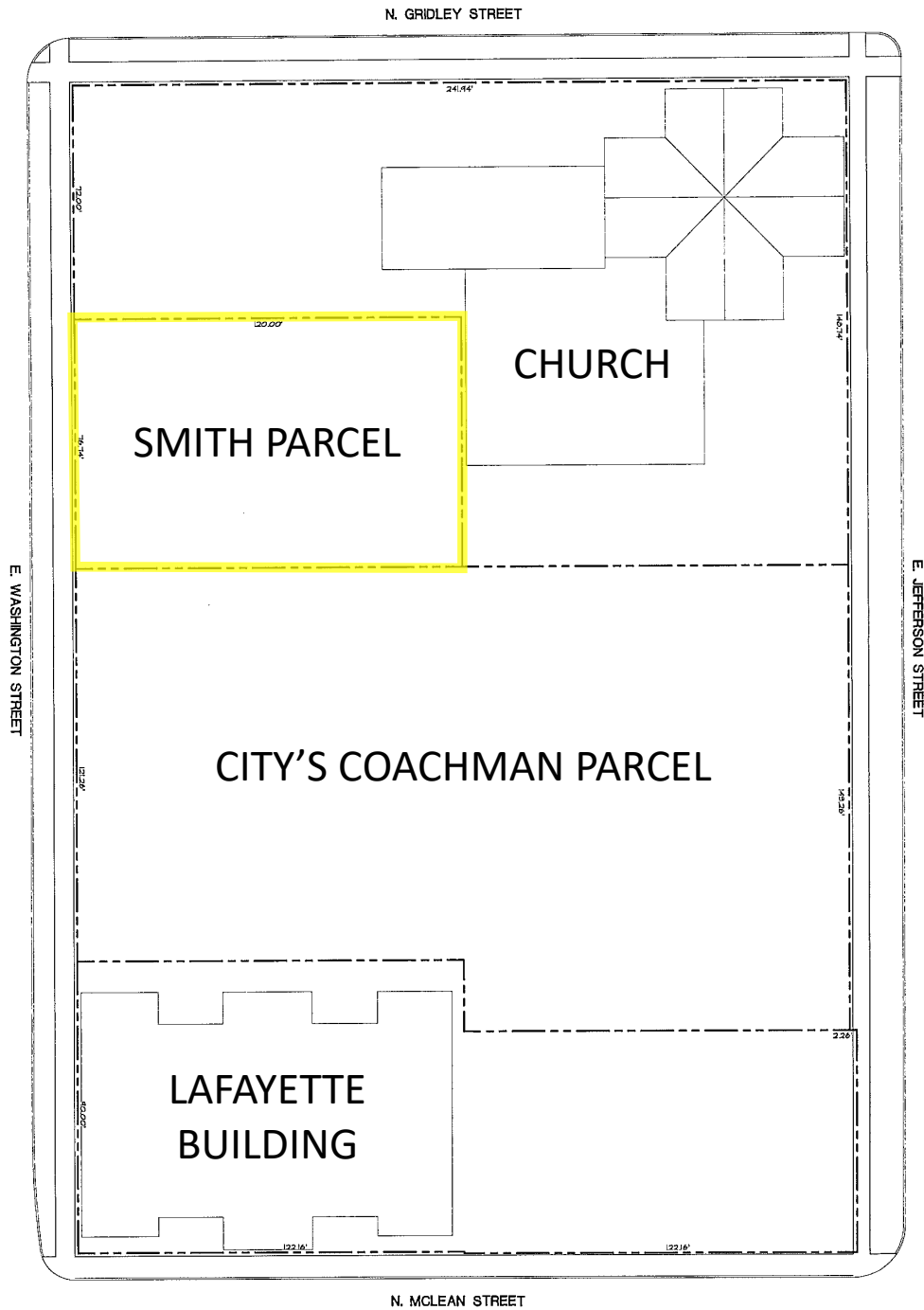
LEGAL
(EX W12') LOT 8 & W28.74' LOT 9 BLK 3 EVANS ADD

Layers Parcel ID = 21-04-407-...

World To... 1:500

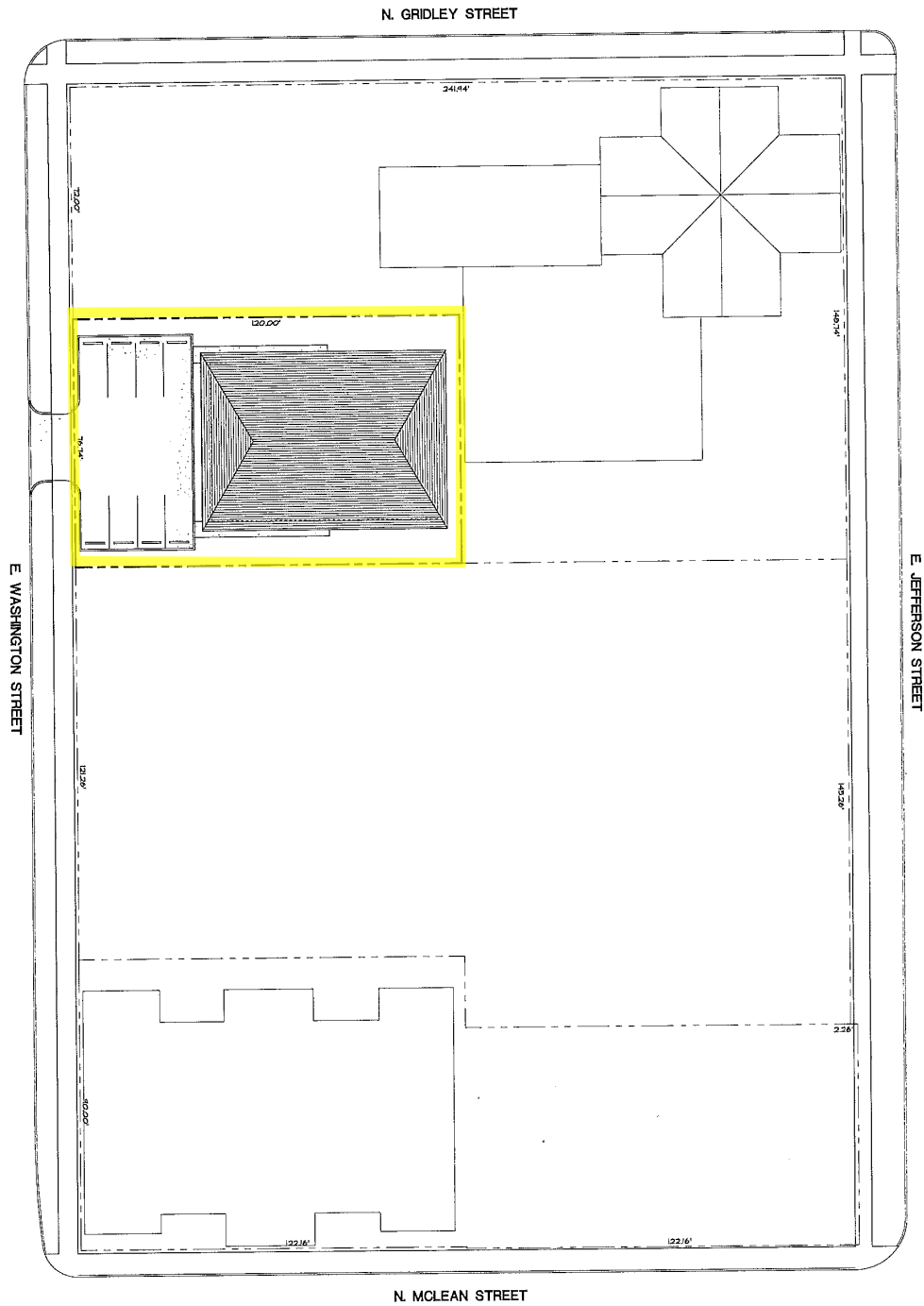
0 30 60ft

Conceptual Site Plans Provided by the Smith Family – Summer 2015



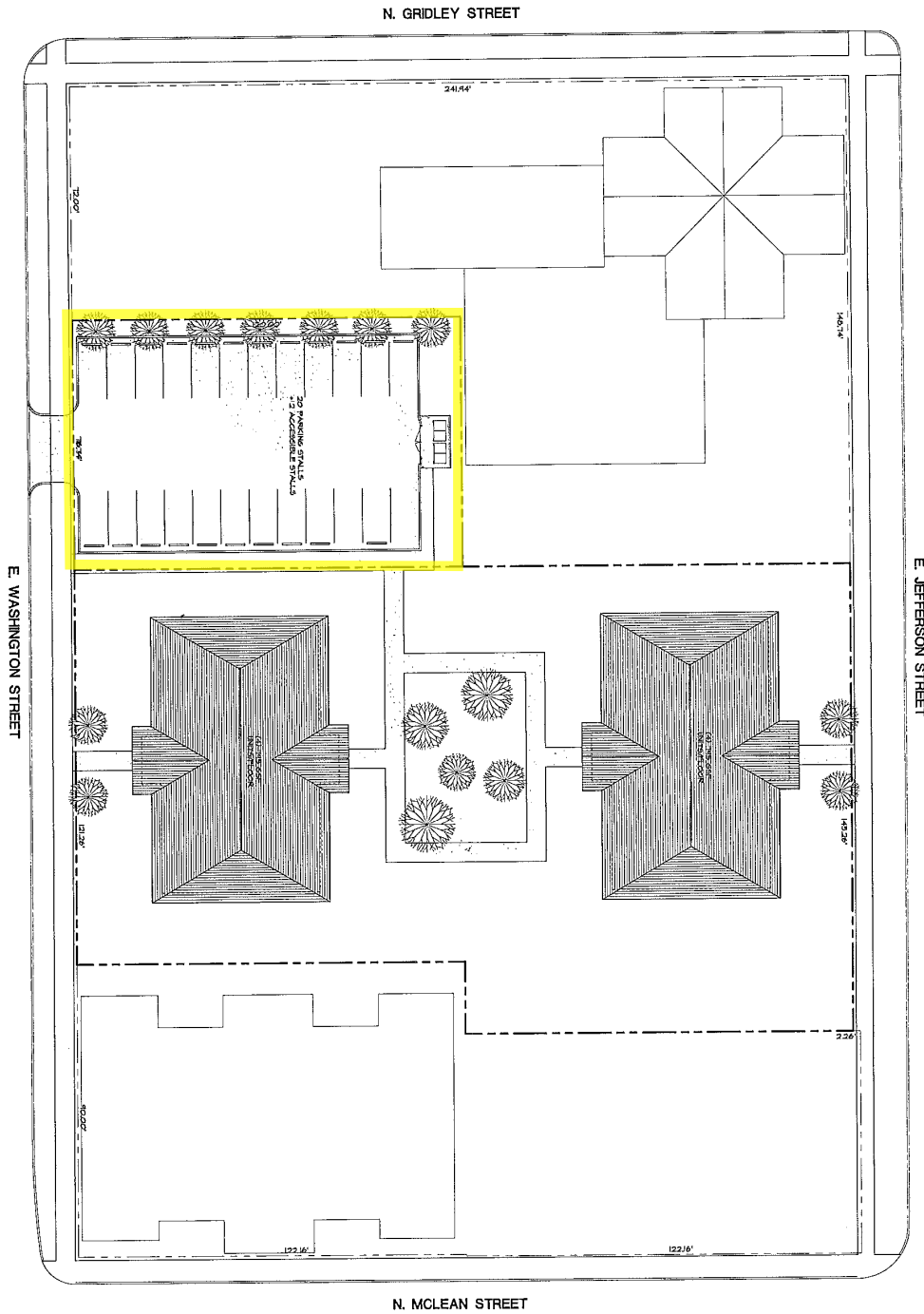
Conceptual Site Plans Provided by the Smith Family – Summer 2015

PLAN A: Per Building: (4) 795 GSF Units / Floor



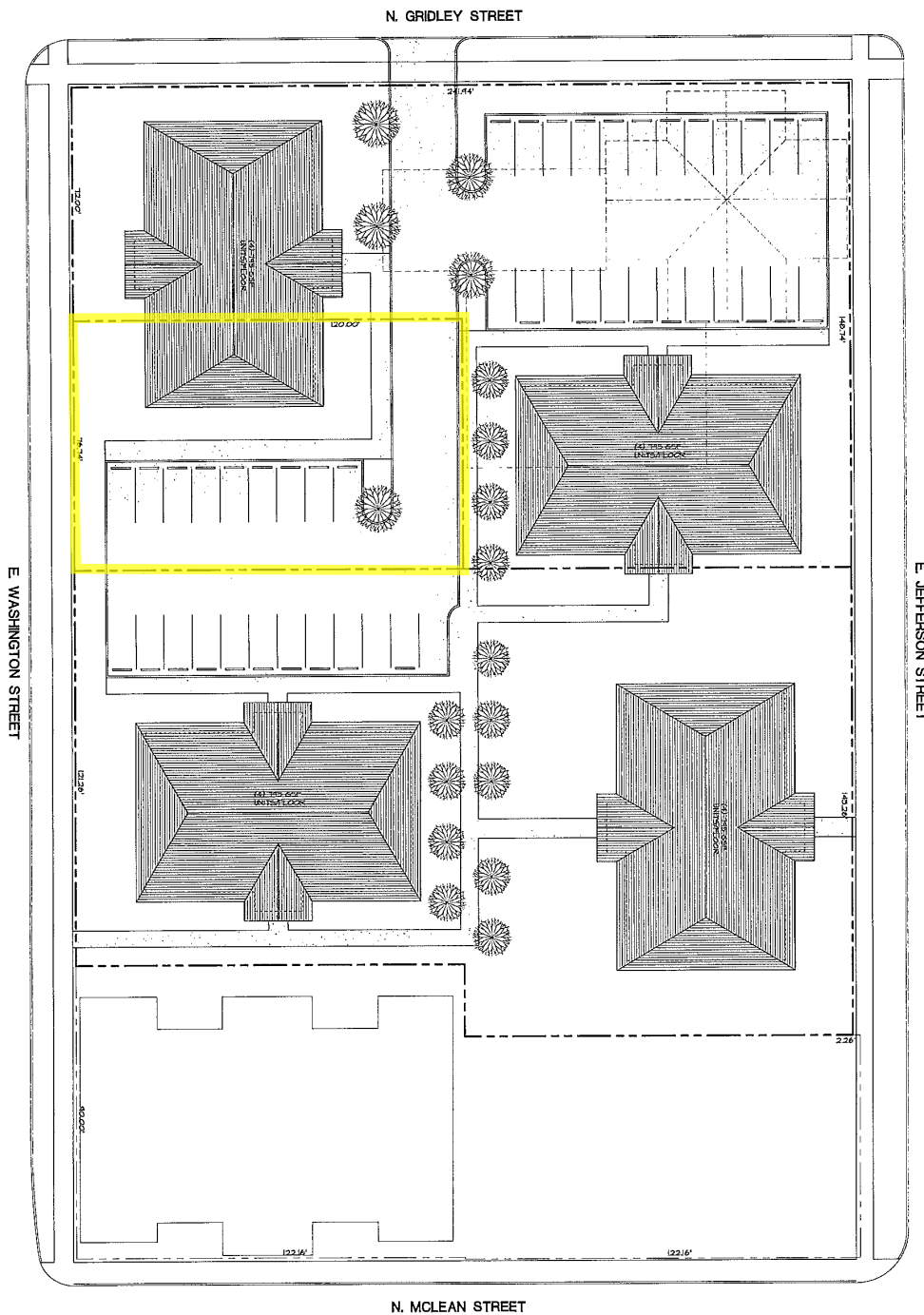
Conceptual Site Plans Provided by the Smith Family – Summer 2015

PLAN B: Per Building: (4) 795 GSF Units / Floor



Conceptual Site Plans Provided by the Smith Family – Summer 2015

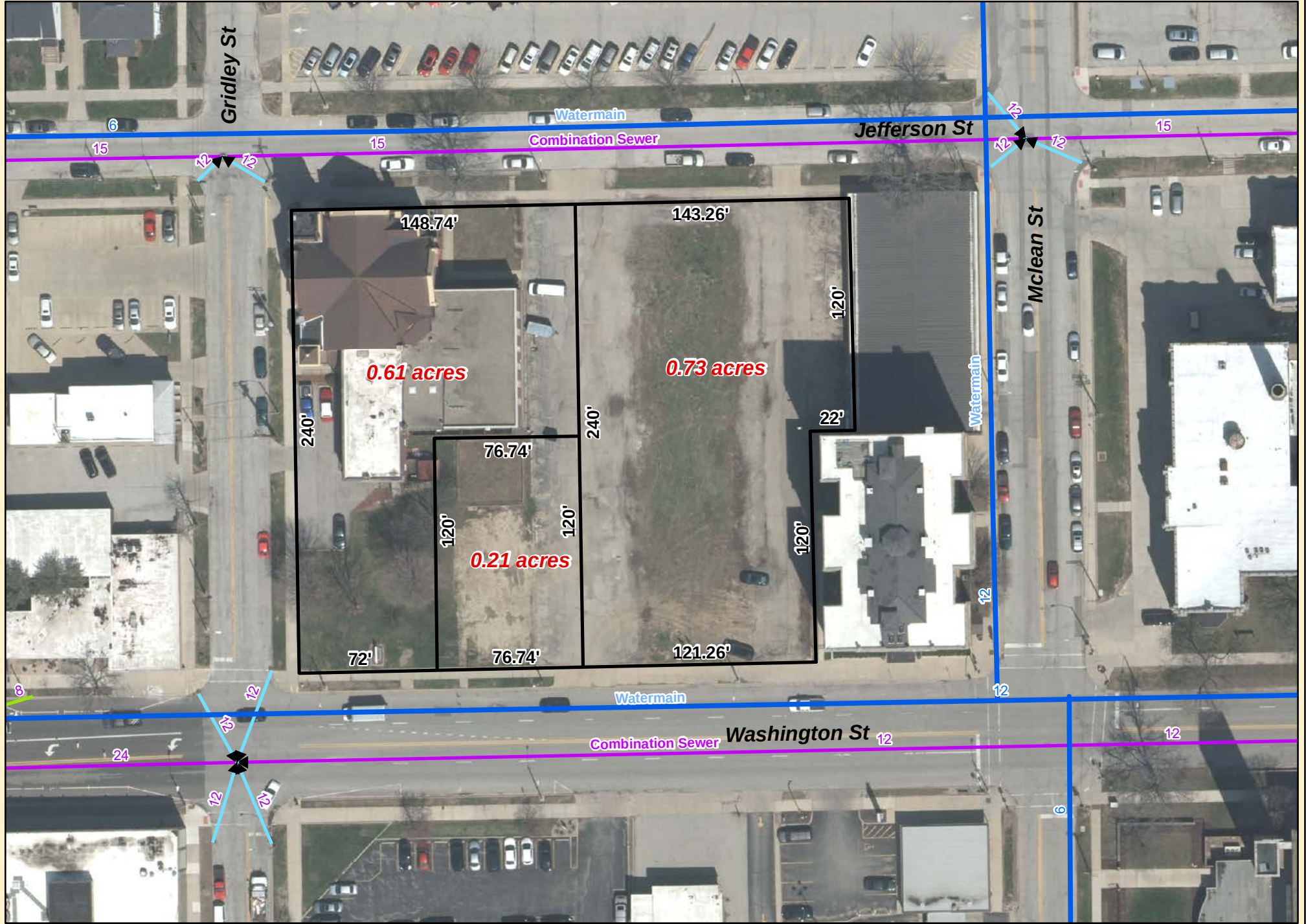
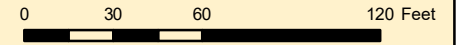
PLAN C: Per Building: (4) 795 GSF Units / Floor

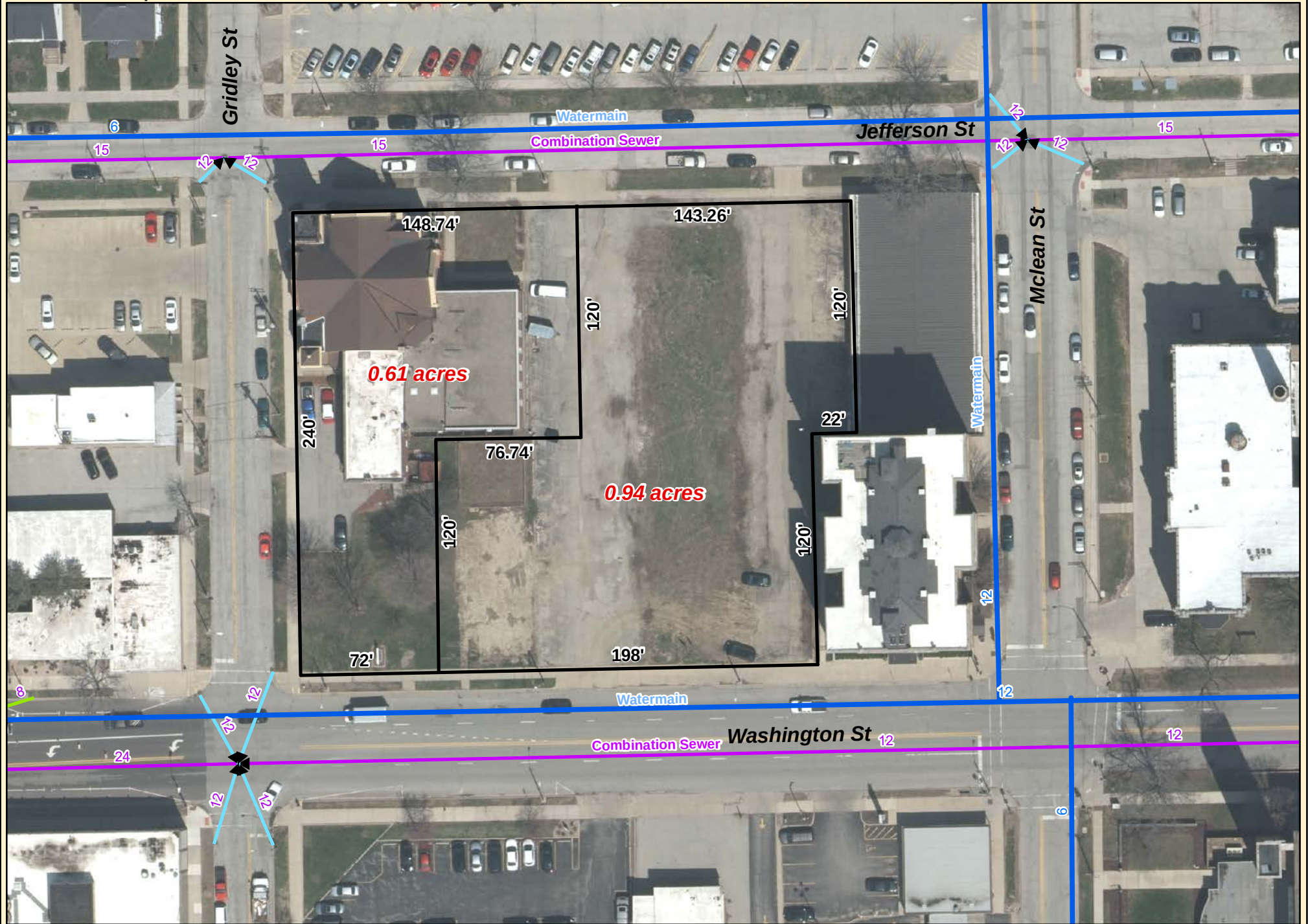
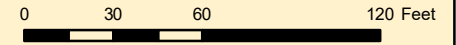


NORTH



Coachman
Parcel Map

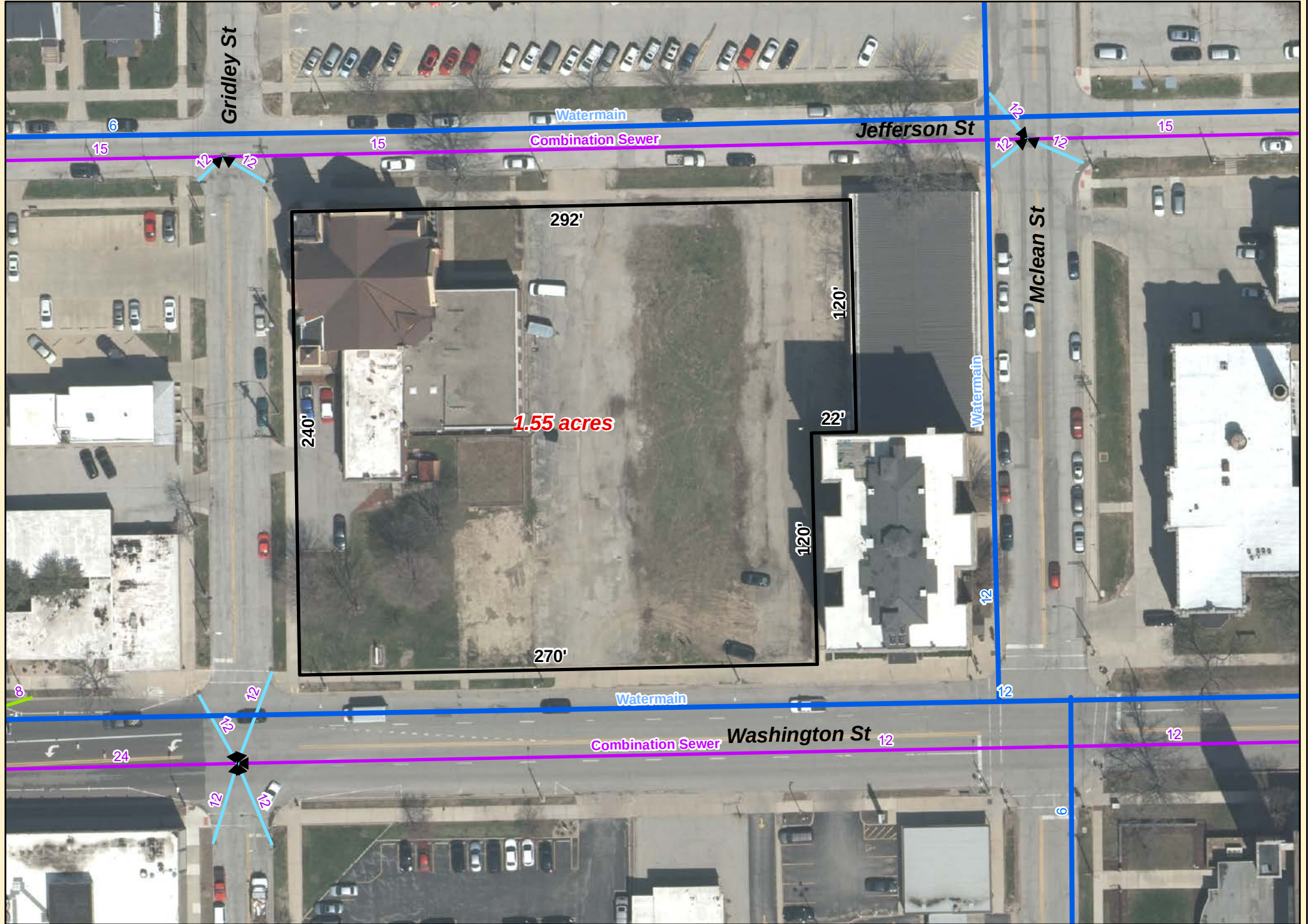




Coachman, Smith & Church Combo
Parcel Map



0 30 60 120 Feet



**AN ORDINANCE APPROVING A CONTRACT
TO PURCHASE COMMERCIAL REAL ESTATE LOCATED AT
404 EAST WASHINGTON STREET, BLOOMINGTON, ILLINOIS
(*The Smith Property*)**

WHEREAS, the City of Bloomington, McLean County, Illinois (the “City”) is a duly organized and validly existing home rule municipality pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, with the authority to exercise any power and perform any function pertaining to its government and affairs; and,

WHEREAS, Smith Family Partnership, L.P. (hereinafter the “Owner”), the Owner of the property commonly known as 404 East Washington Street, Bloomington, Illinois (hereinafter the “Property”), desires to sell said Property which is now a vacant lot but was formerly improved with a residential home that had been converted to host a number of businesses and organizations over the years including Project Oz and Feel Good Flowers; and,

WHEREAS, the City Council of the City has determined it to be in the best interest of the City and its residents to acquire the Property for future commercial development in accordance with the terms and conditions set forth in the Contract to Purchase Real Estate attached hereto and made a part hereof (the “Contract”).

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

Section 1. That the above recitals are hereby incorporated into the body of this Ordinance and restated as though set forth herein.

Section 2. That the Contract for the purchase of the Property (commonly known as 404 East Washington Street) is hereby approved and the Mayor and City Clerk of Bloomington are authorized to execute and deliver the Contract and the Mayor, City Clerk and City Manager are hereby authorized to undertake any action necessary to implement its terms.

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. That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

Passed by the Mayor and City Council of the City of Bloomington, Illinois, this ____ day of _____, 2018.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Tari Renner, Mayor

Attest:

Cherry L. Lawson, City Clerk

CONTRACT TO PURCHASE COMMERCIAL REAL ESTATE

This Contract to Purchase Commercial Real Estate ("Contract") is made this ____ day of _____, 2018 (the "Effective Date"), by SMITH FAMILY PARTNERSHIP, L.P, an Illinois Limited Partnership (hereinafter referred to as "Seller"), and the CITY OF BLOOMINGTON, ILLINOIS, an Illinois municipal corporation, its nominee or assignee, (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: 404 East Washington Street, Bloomington, IL, hereinafter referred to as the "Property."

Legal Description is attached on **Exhibit A** hereto.

All being in Bloomington, McLean County, Illinois.

Tax I.D. #21-04-407-008

Together with all privileges, rights, easements, hereditaments and appurtenances to it.

The following terms, provisions, and conditions are further agreed to:

1. PRICE.

The Purchase Price for the Property is Ninety-Five Thousand Dollars and No/Cents (\$95,000.00) ("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. The Earnest Money shall be non-refundable, except as otherwise expressly provided herein. The Purchaser hereby waives the rights and benefits of any law, rule, regulation, or order now or hereafter existing that would allow the Purchaser to claim a refund of the Earnest Money as unearned earnest money, a penalty, or for any other reason.

2. EVIDENCE OF TITLE.

Seller shall, within thirty (30) days of the Effective Date, deliver to Purchaser a written commitment for owners title insurance in the amount of the Purchase Price from a title company acceptable to Purchaser, 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. After Closing, Purchaser will be responsible for having the title policy issued. The "Purchaser's search" for the title commitment or policy and any special endorsements or costs to extend coverage shall be paid by Purchaser. Seller shall pay for the owner's title insurance premium and Seller's CPL fee.

3. **CLOSING.** Closing shall occur on a date mutually agreed upon by the parties no later than thirty (30) days after the satisfaction of the conditions arising under Section 4(a)-(b) of this Contract, but no later than one hundred and twenty (120) days after the Effective Date of this Contract.

4. **DUE DILIGENCE.**

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 on or before Closing collectively the "Conditions Precedent."

- (a) **Survey.** Purchaser, at its expense, may obtain a survey of the Property showing no encroachments or other easements which would adversely affect its use of the Property or the merchantability of title and showing compliance with all set back or other legal requirements. Purchaser shall obtain such survey within sixty (60) days of the Effective Date and provide a copy thereof to Seller. If Purchaser does not timely provide such survey to Seller, along with a detailed notice of objections in accordance with the foregoing sentence, Purchaser will be deemed to have waived this Section 4(a) Conditions Precedent.
- (b) **Ordinance.** Purchaser's adoption of an ordinance authorizing Purchaser to execute this Contract and to close on this transaction as provided for in this Contract.
- (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 on the Effective Date. Should such inspection reveal any adverse material change in the condition of the Property since the Effective Date, Seller shall, at its option, (i) cure said adverse material change in condition, or (ii) terminate this Contract, and in such event, except as expressly set forth herein, neither party shall have any further obligation or liability hereunder, and the Earnest Money shall be refunded to Purchaser.

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 either party, except as expressly set forth herein, or, in the case of Section 4(c), waive the uncured material change in condition and proceed to Closing. In the case of a failure under Section 4(a), wherein the survey reflects an encroachment on the Property by a structure owned by a third party or a material impairment to the merchantability or value of the Property for which Purchaser provides the required notice in Section 4(a), Purchaser shall receive a full return of the Earnest Money upon its election to terminate this Contract. Failure of Purchaser to promptly 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.

Notwithstanding anything to the contrary herein, Purchaser shall conduct no invasive testing of the Property without Seller's prior written consent, which consent shall be in Seller's sole and absolute discretion. Purchaser shall not permit any liens to attach to the Property by reason of the Purchaser's inspections or tests. Purchaser agrees to be solely responsible for the conduct of Purchaser (or its employees, consultants, agents or representatives) on the Property and shall assume and pay for all expenses incurred in connection with the inspections. Purchaser hereby indemnifies and holds harmless Seller and its affiliates, members, partners, subsidiaries, shareholders, officers, directors and agents, from and against any and all loss, injury, cause of action, liability, liens, claims, damages, amounts, fees (including, without limitation, reasonable attorneys' fees), cost, expense and sums resulting from such inspections and entries or out of any of the foregoing, including, without limitation, any claims asserted by third parties for injuries or damages to said third parties or their property resulting from such work or tests for Purchaser. Purchaser hereby agrees to promptly repair or restore any damage to the same condition and cleanliness existing at the Property before Purchaser's (or its representatives) entrance, inspection and examination of the Property, or, at Seller's option, to reimburse Seller for the actual amount of repair or restoration costs. Purchaser's obligations under this paragraph shall survive the termination this Contract for an indefinite period.

5. TAXES AND SPECIAL ASSESSMENTS

Seller shall pay or has paid all of the prior years' taxes due and owing, including the 2016 taxes and prior years for the Property. The 2017 real estate taxes, payable in 2018, shall be pro-rated to the date of Closing, unless the Closing shall occur in 2018, in which case the Seller shall be responsible for all of the 2017 and the portion of the 2018 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 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 special warranty deed (the "Deed") to the Property

in accordance with the statutes of the State of Illinois, with full release of homestead, if applicable. Seller shall pay for state, county and local transfer or other documentary stamps as may be required by law. Said Deed shall be subject to the exceptions set forth in Section 2.

7. ESCROW.

If the parties so agree, the Closing may take place through escrow. 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 shall be paid by the 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 Contract, 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.

Representations and Warranties by Seller. Seller represents and warrants to Purchaser on the Effective Date as follows:

(a) **Hazardous Substances.** To Seller's 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 any Hazardous Substance has 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 Property, (iv) Seller has no notice of any presence of contamination by a Hazardous Material, as defined below, on the Property, and (v) Seller has no knowledge of any release or contamination by any Hazardous Substances of any adjacent parcel of real estate including any parcel that would be adjacent but for a public street or alley was lying between it and the Property. Further, to Seller's 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) polychlorinated 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 Seller's knowledge, threatened against Seller or the Property which would have a material and adverse effect on the ability of Seller to perform its obligations under this Contract, or against any portion of the Property.
- (c) **Title.** That the Seller is and will be, at the time of Closing, the fee simple owner of the Property to be conveyed and that its title thereof will be subject only to the Permitted Exceptions.
- (d) **Special Assessments.** That no notices from any governmental authority concerning the possible imposition of any special taxes or assessments have been received by Seller, and the Property is not now subject to any special assessments.
- (e) **Contracts.** There are no leases or other legal contracts affecting the Property, which will be binding upon Purchaser following Closing.
- (f) **Partnership Status & Authority.** Seller warrants it is a limited partnership duly organized, validly organized and in good standing under Illinois law and has all 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.
- (g) **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.

- (h) **Water, Sewer and Other Utility Payments.** There are no payments owed for water, sewer, electric, and gas utility serving the Property. Seller shall be responsible for payment for Seller's water and sewage 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. Seller shall make reasonable efforts to cause the complete disconnection of all utilities to the Property to be performed prior to Closing and shall provide evidence of the proper disconnection of utilities to Purchaser.
- (i) **Liens or Encumbrances.** There are no liens or encumbrances affecting the Property other than those shown in the title commitment obtained by Seller.

As used in this Contract, reference to "notice" to Seller or to "to Seller's knowledge" or words of like import means and refers to written notices actually received by, or to facts in question being actually known (as opposed to imputed, inquiry or constructive knowledge) to Robert Smith, without any due diligence or duty of inquiry. Seller and Robert Smith shall have no duty of investigation with respect to any representation made herein.

PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR SELLER'S WARRANTIES AS SET FORTH IN THIS CONTRACT AND THE WARRANTIES OF TITLE INCLUDED IN THE DEED AND OTHER CLOSING DOCUMENTS, THE PROPERTY SHALL BE SOLD, AND PURCHASER SHALL ACCEPT POSSESSION OF THE PROPERTY ON THE DATE OF CLOSING, "AS IS, WHERE IS, WITH ALL FAULTS". PURCHASER SPECIFICALLY ACKNOWLEDGES THAT, EXCEPT FOR SELLER'S WARRANTIES ABOVE AND THE WARRANTIES OF TITLE INCLUDED IN THE DEED AND OTHER CLOSING DOCUMENTS, PURCHASER IS NOT RELYING ON (AND SELLER DOES HEREBY DISCLAIM AND RENOUNCE) ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, FROM SELLER, AS TO: (A) THE OPERATION OF THE PROPERTY OR THE INCOME POTENTIAL, USES, OR THE MERCHANTABILITY, HABITABILITY OR FITNESS OF ANY PORTION OF THE PROPERTY FOR A PARTICULAR PURPOSE; (B) THE PHYSICAL CONDITION OF THE PROPERTY; (C) THE PRESENCE OR ABSENCE, LOCATION OR SCOPE OF ANY HAZARDOUS MATERIALS IN, AT, ABOUT OR UNDER THE PROPERTY; (D) THE HABITABILITY OR SUITABILITY FOR OCCUPANCY OF ANY STRUCTURE. THE TERMS OF THIS SECTION PARAGRAPH SHALL SURVIVE THE CLOSING AND NOT BE MERGED THEREIN; AND (E) THE TRUTHFULNESS OR ACCURACY OF THE DOCUMENTS (AS HEREINAFTER DEFINED) OR THE INFORMATION (AS HEREINAFTER DEFINED).

Representations and Warranties by Purchaser. Purchaser represents and warrants to Seller as follows:

- (i) **Corporate Status and Authority.** Purchaser, its nominee or assignee will be a company or 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.

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) any survey of the Property in Seller's possession;
 - (ii) as-built drawings of underground utilities (including sewer, gas, water, telephone and electrical service cables) located under the Property, if available;
 - (iii) all photographs, reports, bills, invoices and all other documents relating to environmental testing, including soil testing and asbestos abatement for the Property; and
 - (iv) contracts, invoices, receipts related to the demolition of any structures that were previously present on the Property which were removed under the direction of the Seller.

The documents described in this Section 10(a) are collectively called the "Documents" and the information contained in the Documents is collectively called the "Information".

- (b) **Seller's Deliveries at Closing.** At the Closing, Seller shall deliver the following to Purchaser:
 - (i) a recordable 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) 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; and

(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. TAX INCREMENT FINANCING. Purchaser intends that the Property shall be a cornerstone of a plan for redevelopment which shall utilize the benefits afforded by the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et. seq., and without the availability of the benefits of such act, the Purchaser would not proceed with the Closing.

12. BROKER'S COMMISSION.

The parties represent that no real estate brokers have been used and no commission is due in connection with this transaction.

13. 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.

14. DEFAULT.

- (a) If Seller shall default in the performance of Seller's obligations under this Contract, then Purchaser shall have the right to pursue all rights and remedies available against Seller at law or equity, including but not limited to specific performance and the recovery of all attorney fees and expenses incurred by Purchaser as a result of such default, and receive a refund of any Earnest Money.
- (b) If Purchaser shall default in the performance of Purchaser's obligations under this Contract, then Seller shall have the right to pursue all rights and remedies available

against Seller at law or equity and the recovery of all attorney fees and expenses incurred by Seller as a result of such default.

15. 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.

16. 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 mail, 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:	Smith Family Partnership, L.P. Attn: <u>Bob Smith</u> <u>400 Ash Street</u> <u>Danville, IL 61832</u> Phone:
With a copy to:	Jason Barickman 202 N. Center Street, Ste 2 Bloomington, IL 61701 Phone: (309) 829-9486 Email: jbarickman@meyercapel.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

17. 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. All representations and warranties made by Seller in Section 9 shall not survive the Closing.

18. 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.

19. INTENTIONALLY DELETED.

20. VENUE.

This Contract is being executed and delivered by the Parties in the City of Bloomington, in the County of McLean and the State of Illinois. Accordingly, if any litigation is filed to construe, interpret or enforce this Contract, the Parties stipulate that venue with respect to such litigation would be proper and appropriate in, and by their concurrence should be specifically limited to, McLean County, Illinois.

[SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the parties have executed this instrument at the place and on the date first above-specified.

PURCHASER:

CITY OF BLOOMINGTON

By: _____
Its: _____

SELLER:

SMITH FAMILY PARTNERSHIP, L.P.

By: _____
Its: _____

EXHIBIT A

LEGAL DESCRIPTION

LOT 8, EXCEPT THE WEST 12 FEET IN BLOCK 3 IN EVANS ADDITION TO THE CITY OF BLOOMINGTON, AND THE WEST 28.74 FEET OF LOT 9 IN BLOCK 3 IN EVANS ADDITION TO THE CITY OF BLOOMINGTON.