



CITY OF  
BLOOMINGTON  
COUNCIL MEETING  
JULY 11, 2016

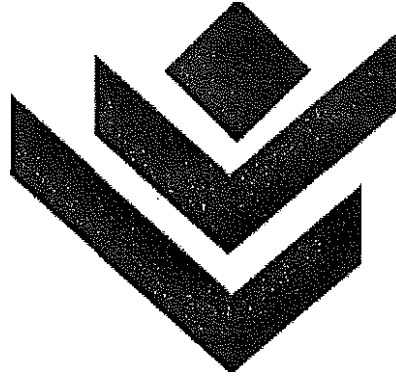
# CONSENT AGENDA

# RECOGNITION

# REGULAR AGENDA



# AGENDA



## **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!

# **City of Bloomington – Strategic Plan**

## **Vision 2025**

Bloomington 2025 is a beautiful, family friendly city with a downtown – the heart of the community and great neighborhoods. The City has a diverse local economy and convenient connectivity. Residents enjoy quality education for a lifetime and choices for entertainment and recreation. Everyone takes pride in Bloomington.

Jewel of Midwest Cities.

## **Mission**

The Mission of the City of Bloomington is to be financially responsible providing quality, basic municipal services at the best value. The city engages residents and partners with others for community benefit.

## **Core Beliefs**

Enjoy Serving Others

Produce Results

Act with Integrity Take

Responsibility Be

Innovative Practice

Teamwork

Show the **SPIRIT!!**

## **Goals 2015**

Financially Sound City Providing Quality Basic Services

Upgrade City Infrastructure and Facilities

Strong Neighborhoods

Grow the Local Economy

Great Place to Live – A Livable, Sustainable City

Prosperous Downtown Bloomington

12/11/2010



## 2015 Strategic Plan Goals

<b>Goal</b>	<b>1. Financially Sound City Providing Quality Basic Services</b>
Objective	<ul style="list-style-type: none"><li>a. Budget with adequate resources to support defined services and level of services</li><li>b. Reserves consistent with city policies</li><li>c. Engaged residents that are well informed and involved in an open governance process</li><li>d. City services delivered in the most cost-effective, efficient manner</li><li>e. Partnering with others for the most cost-effective service delivery</li></ul>
<b>Goal</b>	<b>2. Upgrade City Infrastructure and Facilities</b>
Objective	<ul style="list-style-type: none"><li>a. Better quality roads and sidewalks</li><li>b. Quality water for the long term</li><li>c. Functional, well maintained sewer collection system</li><li>d. Well-designed, well maintained City facilities emphasizing productivity and customer service</li><li>e. Investing in the City's future through a realistic, funded capital improvement program</li></ul>
<b>Goal</b>	<b>3. Grow the Local Economy</b>
Objective	<ul style="list-style-type: none"><li>a. Retention and growth of current local businesses</li><li>b. Attraction of new targeted businesses that are the "right" fit for Bloomington</li><li>c. Revitalization of older commercial homes</li><li>d. Expanded retail businesses</li><li>e. Strong working relationship among the City, businesses, economic development organizations</li></ul>
<b>Goal</b>	<b>4. Strong Neighborhoods</b>
Objective	<ul style="list-style-type: none"><li>a. Residents feeling safe in their homes and neighborhoods</li><li>b. Upgraded quality of older housing stock</li><li>c. Preservation of property/home valuations</li><li>d. Improved neighborhood infrastructure</li><li>e. Strong partnership with residents and neighborhood associations</li><li>f. Residents increasingly sharing/taking responsibility for their homes and neighborhoods</li></ul>
<b>Goal</b>	<b>5. Great Place – Livable, Sustainable City</b>
Objective	<ul style="list-style-type: none"><li>a. Well-planned City with necessary services and infrastructure</li><li>b. City decisions consistent with plans and policies</li><li>c. Incorporation of "Green Sustainable" concepts into City's development and plans</li><li>d. Appropriate leisure and recreational opportunities responding to the needs of residents</li><li>e. More attractive city: commercial areas and neighborhoods</li></ul>
<b>Goal</b>	<b>6. Prosperous Downtown Bloomington</b>
Objective	<ul style="list-style-type: none"><li>a. More beautiful, clean Downtown area</li><li>b. Downtown Vision and Plan used to guide development, redevelopment and investments</li><li>c. Downtown becoming a community and regional destination</li><li>d. Healthy adjacent neighborhoods linked to Downtown</li><li>e. Preservation of historic buildings</li></ul>

## 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.



**CITY COUNCIL MEETING AGENDA**

**CITY COUNCIL CHAMBERS**

**109 E. OLIVE STREET, BLOOMINGTON, IL 61701**

**MONDAY, JULY 11, 2016 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. Proclamation declaring June 15, 2016 as, "Elder Abuse Awareness Day"
  - B. Loyalty Oath for Firefighters: James P. Wellwood, Chad M. Carlson, Travis L. Wilson, and Joshua E. Andracki
  - C. Appointment of Geoffrey Tompkins to the Board of Police and Fire Commissioners
  - C. Appointment of Georgene Chissell to the Citizens Beautification Committee
  - D. Appointment of Tamika Matthews to the 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.)*

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

*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 June 27, 2016 Regular City Council Meeting. *(Recommend that the reading of the minutes June 27, 2016 Regular City Council Meeting, be dispensed with and the minutes approved as printed.)*
- B. Consideration of approving Bills, Payroll, Electronic Transfers and Procurement Cards in the amount of \$5,675,405.50 *(Recommend that the bills, payroll, electronic transfers, and procurement cards be allowed in the amount of \$5,675,405.50, and orders drawn on the Treasurer for the various amounts as funds are available.)*
- C. Consideration of approving Appointments to Various Commissions and Committees. *(Recommend that Geoffrey Tompkins be appointed to the Board of Police and Fire Commissioners, and that Georgene Chissell and Tamika Matthews be appointed to the Citizens Beautification Committee.)*
- D. Consideration of approving the purchase of two (2) Dump Trucks for the Street Maintenance Division of the Public Works Department using the SPC Suburban Purchasing Cooperative Contract number 145. *(Recommend that the purchase of two (2) Ford F450 chassis with 9 foot dump bodies from Currie Motors of Frankfort, IL using the SPC Suburban Purchasing Cooperative Contract number 145 in the amount of \$94,477.00 be approved.)*
- E. Consideration of approval of an Assignment of Contract and One-year Contract Renewal (August 11, 2016 through August 10, 2017) with Biosolids Management Group / Telem for Lime Sludge Removal. *(Recommend that an Assignment of Contract from Biosolids Management Group to Telum be approved and that the City Manager and City Clerk be authorized to execute the necessary documents, and that an Contract renewal with Telum for the period of August 11, 2016 through August 10, 2017 be approved in the amount of \$36.63 per dry ton (second year renewal), \$37.63 for the third year renewal, \$38.63 for the fourth and fifth year renewals, and that the Procurement Manager be authorized to issue a Purchase Order.)*
- F. Consideration of approving a Capital Improvement Agreement with the Public Building Commission of McLean County and McLean County for replacement of the Government Center Roof. *(Recommend that the Capital Improvement Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- G. Consideration of approving the Disposal of Surplus City Property (Fire Fighting Apparatus) Namely – Engine No. 7. *(Recommend that the City Procurement Manager, with the concurrence of the Fire Chief, be authorized to negotiate, with whatever parties necessary, to dispose of BFD Engine No. 7 (1991 Pierce 50' Telesquirt)).*

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- H. Consideration of approving the purchase of limited source water meters and related accessories for the Water Department FY2017 Water Meter Installation Program. *(Recommend that Council approve Ferguson Waterworks as the limited source vendor of water meters and related accessories, and authorize the purchase of water meter and related accessories from Ferguson Waterworks, who is the authorized Neptune water meter supplier for this area, at the purchase prices listed on the attached price list up to a maximum of \$500,000.00, and authorize the Mayor and City Clerk to execute the necessary documents.)*
- I. Consideration of approving an Ordinance approving a Petition from Shannon Patterson, for a Final Plat for Wilder Subdivision 2<sup>nd</sup> Addition located North of Ireland Grove Road and west of Mercer Avenue. *(Recommend that the Ordinance be approved for the Final Plat, and authorize the Mayor and City Clerk to execute the necessary documents.)*
- J. Consideration of approving an Ordinance Amending the City Code to provide the City Manager with the authority to issue Ban Notices from City property. *(Recommend that the Ordinance Amending the City Code to provide the City Manager with the authority to issue ban notices from City property, be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)*

## **8. “Regular Agenda”**

- A. Consideration of approving an Ordinance Amending the City Code to Establish Spiller Pay Provisions for Hazardous Waste Clean-up Responses. *(Recommend that Council approve an Ordinance Amending the City Code to Establish Spiller Pay Provisions for Hazardous Waste Clean-up Responses, and the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Brian Mohr, Fire Chief 5 minutes, Council discussion 5 minutes.)*
- B. Consideration of approving awarding the Request for Proposal (RFP# 2017-09) submitted by Commerce Bank for Taxable Capital Lease. *(Recommend that the RFP# 2017-09 for Taxable Capital Lease be awarded to Commerce Bank in the amount of \$3.982 million, and the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Patti-Lynn Silva, Finance Director 5 minutes, Council discussion 5 minutes.)*
- C. Consideration of approving an Engineering services agreement with Lochmueller Group, Inc. (as per RFQ 2016-04) for an Intersection Feasibility Study to evaluate options to improve traffic safety and efficiency at the intersection of Washington Street with Euclid Avenue and Brown Street. *(Recommend that Council approves the Engineering Services Agreement in the amount of \$34,565.95 with Lochmueller Group, and authorize the City Manager and City Clerk to execute the necessary documents.) (Presentation by Jim Karch, Public Works Director 5 minutes, Council discussion 5 minutes.)*

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- D. Consideration of adopting a Resolution approving an Engineering Services Agreement with Farnsworth Group, Inc. (as per RFQ 2016-04) for a Feasibility Study with a Recommendation of Improvement for the section of Lafayette Street from Center Street to Ash Street. *(Recommend that Council adopts a Resolution approving the Engineering Services Agreement (ESA) in the amount of \$76,548.13 with Farnsworth Group, and authorize the City Manager and City Clerk to execute the ESA, and authorize the Mayor and City Clerk to execute the Resolution. (Presentation by Jim Karch, Public Works Directors 5 minutes, Council discussion 10 minutes.)*
  
- E. Consideration of an approving an Ordinance Budget Amendment for FY 2017 in the amount of \$25,000.00, and approve an Intergovernmental Agreement (IGA) to support operations at the Route 66 Visitors Center at the McLean County Museum of History. *(Recommend that the Ordinance Budget Amendment for FY 2017 be approved, the IGA be approved and payment of \$25,000 processed paid to the McLean County Historical Society; authorize the Mayor and City Clerk to execute the Ordinance, and the City Manager and City Clerk to execute the Intergovernmental Agreement.) (Presentation by David Hales, City Manager, 5 minutes, Council discussion 10 minutes)*
  
- F. Consideration of adopting a Resolution waiving the competitive bidding process to enter into a contract for a one year pilot program with All City Management Service (ACMS) to staff, supervise, and administer the crossing guard program currently administered by the Bloomington Police Department. *(Recommend Council adopt the Resolution to waive the competitive bidding process and authorizing execution of a contract with ACMS in a not to exceed amount of \$79,020, and authorize the City Manager to execute the agreement, in a form deemed acceptable by the Corporation counsel; and authorize the Mayor and City Clerk to execute the resolution.) (Presentation by Ken Bays, Assistant Chief of Police Chief 5 minutes, Council discussion 5 minutes).*

**9. City Manager’s Discussion**

**10. Mayor’s Discussion**

**11. City Aldermen’s Discussion**

**12. Executive Session – *Cite Section***

**13. Adjournment**

**14. Notes**

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## Item 5

### RECOGNITION / APPOINTMENTS

#### 5. Recognition/Appointments

- A. Proclamation declaring June 15, 2016 as, "Elder Abuse Awareness Day"
- B. Loyalty Oath for Firefighters: James P. Wellwood, Chad M. Carlson, Travis L. Wilson, and Joshua E. Andracki
- C. Appointment of Geoffrey Tompkins to the Fire and Police Commissioners
- D. Appointment of Georgene Chissell to the Citizens Beautification Committee
- E. Appointment of Tamika Matthews to the Citizens Beautification Committee

# **PROCLAMATION**

## ***Declaring June 15, 2016 Elder Abuse Awareness Day***

*WHEREAS, Elder abuse damages public health and threatens millions of our parents, grandparents and friends. It is a crisis that knows no borders or socio-economic lines; and*

*WHEREAS, Every year an estimated 5 million older Americans are victims of elder abuse, neglect or exploitation; and*

*WHEREAS, On Elder Abuse Awareness Day, we strengthen our resolve to replace neglect with care and exploitation with respect; and*

*WHEREAS, Seniors have provided for their families, risen to the challenges of their times and built ladders of opportunity for future generations; and*

*WHEREAS, Many have served our Nation with honor. After decades of hard work, they have earned the right to enjoy their retirement years with a basic sense of security; and*

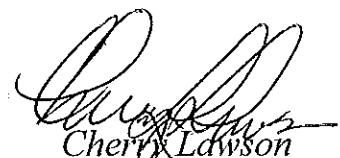
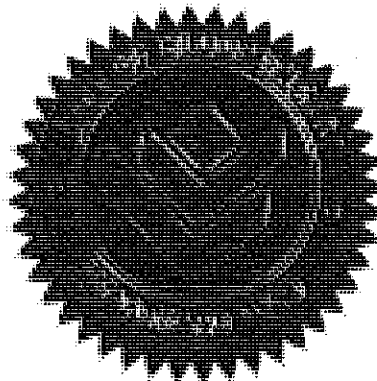
*NOW, THEREFORE, I, Tari Renner, on behalf of the City of Bloomington, do hereby proclaim June 15, 2016, as*

### ***Elder Abuse Awareness Day***

*I encourage all Bloomington citizens to take a stand and to raise awareness about elder abuse.*



Tari Renner  
Mayor



Cherry Lawson  
City Clerk



STATE OF ILLINOIS            }  
  } ss.  
MCLEAN COUNTY             }

I, James P. Wellwood having been elected/appointed to the office of  
Firefighter in the City of Bloomington, in the County of McLean aforesaid,

DO SOLEMNLY SWEAR (or AFFIRM) that I will faithfully discharge the duties of the office of  
Firefighter according to the best of my ability; SO HELP ME GOD.

Subscribed and sworn to before me, this  
11th Day of July 2016.

\_\_\_\_\_  
Clerk's Signature

\_\_\_\_\_  
Signature





STATE OF ILLINOIS                    }  
  }  
  } ss.  
MCLEAN COUNTY                    }

I, Chad M. Carlson having been elected/appointed to the office of  
Firefighter in the City of Bloomington, in the County of McLean aforesaid,

DO SOLEMNLY SWEAR (or AFFIRM) that I will faithfully discharge the duties of the office of  
Firefighter according to the best of my ability; SO HELP ME GOD.

Subscribed and sworn to before me, this  
11th Day of July 2016.

\_\_\_\_\_  
Clerk's Signature

\_\_\_\_\_  
Signature





STATE OF ILLINOIS                    }  
  } SS.  
MCLEAN COUNTY                    }

I, Travis L. Wilson having been elected/appointed to the office of  
Firefighter in the City of Bloomington, in the County of McLean aforesaid,  
DO SOLEMNLY SWEAR (or AFFIRM) that I will faithfully discharge the duties of the office of  
Firefighter according to the best of my ability; SO HELP ME GOD.

Subscribed and sworn to before me, this  
11th Day of July 2016.

\_\_\_\_\_  
Clerk's Signature

\_\_\_\_\_  
Signature





STATE OF ILLINOIS                    }  
  } ss.  
MCLEAN COUNTY                    }

I, Joshua E. Andracki having been elected/appointed to the office of  
Firefighter in the City of Bloomington, in the County of McLean aforesaid,

DO SOLEMNLY SWEAR (or AFFIRM) that I will faithfully discharge the duties of the office of  
Firefighter according to the best of my ability; SO HELP ME GOD.

Subscribed and sworn to before me, this  
11th Day of July 2016.

\_\_\_\_\_  
Clerk's Signature

\_\_\_\_\_  
Signature







**CONSENT AGENDA ITEM: 7A**

FOR COUNCIL: July 11, 2016

**SUBJECT:** Consideration of approving the Minutes of the June 27, 2016, Regular City Council Meeting.

**RECOMMENDATION/MOTION:** That the reading of the minutes June 27, 2016 Regular City Council Meeting, be dispensed with and the minutes approved as printed.

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

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

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

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

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

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

**FINANCIAL IMPACT:** Not applicable

Respectfully submitted for Council consideration.

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

Recommended by:

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

David A. Hales  
City Manager

**Attachments:**

- June 27, 2016 Regular Meeting Session Minutes

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Motion: That the reading of the minutes June 27, 2016 Regular City Council Meeting, be dispensed with and the minutes approved as printed.

**SUMMARY MINUTES  
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL  
OF BLOOMINGTON, ILLINOIS  
MONDAY, JUNE 27, 2016; 7:00 P.M.**

**1. Call to Order**

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, June 27, 2016. The Meeting was called to order by Mayor Renner.

**2. Pledge of Allegiance to the Flag**

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

**3. Remain Standing for a Moment of Silent Prayer**

**4. Roll Call**

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

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

Staff Present: David Hales, City Manager, Steve Rasmussen, Assistant City Manager, Jeffrey Jurgens, Corporation Counsel, Cherry Lawson, City Clerk and other City staff were present.

**5. Recognition / Appointments**

The following were presented:

A. Appointment of Amanda Weissgerber be appointed to the Citizens Beautification Committee.

**6. Public Comment**

Mayor Renner opened the meeting to receive Public Comment. The following individuals provided comments during the meeting.

Sandra Lindberg  
Sean Pawley  
Alton Franklin  
Gary Lambert  
Scott Steimerling

Marty Seigel

## **7. Consent Agenda**

The following was presented:

Mayor Renner asked Council whether there were any items to be removed from the Consent Agenda for further discussion.

Alderman Hauman requested Item Nos. 7I and 7J be pulled from the Consent Agenda.

**Motion by Alderman Schmidt, seconded by Alderman Painter, that the Consent Agenda be approved with the exception of Agenda Item Nos. 7I and 7J.**

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

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

**Nays: None.**

**Motion carried.**

The following was presented:

Item 7A. Consideration of approving the Minutes of the June 17, 2016 Special Session Meeting, June 13, 2016 Work Session Meeting, the June 13, 2016 Regular City Council Meeting, and the May 16, 2016 Special Meeting Session Minutes.

The following was presented:

Item 7B. Consideration of approving Bills, Payroll, Electronic Transfers and Procurement Cards in the amount of \$ 11,962,854.68.

The following was presented:

Item 7C. Consideration of approving an Appointment to the Citizens Beautification Committee.

The following was presented:

Item 7D. Consideration of approving the purchase of Starcom Equipment for the Public Works Department in the amount of \$436,642.27.

The following was presented:

Item 7E. Consideration of a Resolution approving cost modifications associated with FY 2016 Resurfacing Contract with Rowe Construction.

RESOLUTION NO. 2016 – 21  
RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF \$25,796.97  
ASSOCIATED WITH THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND  
ROWE CONSTRUCTION FOR FY 2016 RESURFACING

The following was presented:

Item 7F. Consideration of a Resolution waiving the bid requirements and approval of an agreement with Diamond Vogel for White and Yellow Traffic Line Paint and Beads in the amount of \$90,375.

RESOLUTION NO. 2016 – 22  
A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND AUTHORIZING  
THE PURCHASE OF PAINT FOR FY 2017 FROM  
DIAMOND VOGEL PAINT AT A PURCHASE PRICE OF \$90,375

The following was presented:

Item 7G. Consideration of adopting a Resolution approving payment for Street Lighting Electrical Energy and Rental Charges through a Motor Fuel Tax (MFT) General Maintenance program.

RESOLUTION No. 2016 – 23  
FOR MAINTENANCE OF STREETS AND HIGHWAYS BY MUNICIPALITY  
UNDER THE ILLINOIS HIGHWAY CODE

The following was presented:

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

RESOLUTION NO. 2016 – 24  
A RESOLUTION OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS  
ASCERTAINING THE PREVAILING RATES OF WAGES FOR LABORERS, WORKERS  
AND MECHANICS ENGAGED IN PUBLIC WORKS  
WITH THE CITY OF BLOOMINGTON

The following was presented:

Item 7I. Consideration of adoption of an ordinance approving a special use permit to allow for an acupuncture clinic in the R-1C, High Density Single Family Residential District for the property located at 1617 E Oakland Ave. ***Pulled from the Consent Agenda.***

ORDINANCE NO. 2016 – 54  
AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR AN ACUPUNCTURE  
CLINIC FOR PROPERTY LOCATED AT 1617 E. OAKLAND AVENUE

The following was presented:

Item 7J. Consideration of adoption of an ordinance approving the petition to rezone 2101 E Washington Street from R-3B, High Density Multifamily Residential District, to S-2, Public Lands and Institutions. David Hales, City Manager, acknowledged the corrected legal description. ***Pulled from the Consent Agenda.***

ORDINANCE NO. 2016 – 55  
AN ORDINANCE REZONING 2101 E WASHINGTON FROM R-3B TO S-2

The following was presented:

Item 7K. Consideration of approving a Lake Bloomington Lease Transfer Petition for Lot 9 Block 4 of Camp Kickapoo, from Robin Minson JSM Trust to Ross Clark.

The following was presented:

Item 7L. Consideration of approving an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on July 16, 2016.

ORDINANCE NO. 2016 – 56  
AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND  
SECTION 26(D) OF CHAPTER 6 OF THE CITY CODE FOR A WEDDING RECEPTION AT  
DAVIS LODGE ON JULY 16, 2016

The following was presented:

Item 7M. Consideration of approving an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on August 14, 2016.

ORDINANCE NO. 2016 – 57  
AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND  
SECTION 26(D) OF CHAPTER 6 OF THE CITY CODE FOR A WEDDING RECEPTION AT  
DAVIS LODGE ON AUGUST 14, 2016

The following was presented:

Item 7N. Consideration of approving an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a High School Reunion at Davis Lodge on August 27, 2016.

ORDINANCE NO. 2016 – 58  
AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND  
SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE FOR GRIDLEY HIGH SCHOOL  
REUNION AT DAVIS LODGE ON AUGUST 27, 2016

The following was presented:

Item 7O. Consideration of approving an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on September 10, 2016.

ORDINANCE NO. 2016 – 59  
AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND  
SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE FOR A WEDDING RECEPTION AT  
DAVIS LODGE ON SEPTEMBER 10, 2016

The following was presented:

Item 7P. Consideration of approving an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on September 17, 2016.

ORDINANCE NO. 2016 – 60  
AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND  
SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE FOR A WEDDING RECEPTION AT  
DAVIS LODGE ON SEPTEMBER 17, 2016

Item 7I. Consideration of adoption of an ordinance approving a special use permit to allow for an acupuncture clinic in the R-1C, High Density Single Family Residential District for the property located at 1617 E Oakland Ave.

ORDINANCE NO. 2016 – 54  
AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR AN ACUPUNCTURE  
CLINIC FOR PROPERTY LOCATED AT 1617 E. OAKLAND AVENUE

Alderman Hauman questioned the Board of Zoning Appeals restricting the hours of operation and number of employees. The City was trying to encourage new business. She stated the restrictions were a burden on the property owners.

Alderman Buragas questioned whether staff had not included the restrictions requested. Tom Dabareiner, Plan/Code Enforcement Director, answered affirmatively. Alderman Buragas questioned whether the Board of Zoning Appeals was under the impression that the petitioners

were consenting to those restrictions. Mr. Dabareiner answered affirmatively. Alderman Buragas stated the petitioners would like to have the restrictions reconsidered. They had not understood there were options. Mr. Dabareiner stated that was his understanding.

Alderman Black questioned whether the restrictions on hours could be removed. Mayor Renner answered affirmatively. Alderman Black questioned the rationale for the hours from 8:00 am to 8:00 pm. Mr. Dabareiner stated the Board of Zoning Appeals members requested same. Alderman Black requested that the ordinance be revised removing the mention of limitations on hours of operation.

Alderman Fruin questioned whether the restriction on the number of employees was to be removed. Alderman Black stated the paragraph to be removed from the Ordinance would include the restriction on the number of employees as well as the hours of operation. He stated the paragraph to be removed from the ordinance was “Whereas the Bloomington Board of Zoning Appeals, recommended said special use permit be passed conditioned upon a limitation of the number of employees to two and the limitation of the hours of operation to six days a week from 8:00 am to 8:00 pm;”.

Alderman Lower questioned whether the concern was parking and traffic. Mr. Dabareiner stated the business was in a residential district and must have a Special Use permit. Same allowed the Board of Zoning Appeals members and/or Council to apply or remove conditions as deemed appropriate.

Alderman Fruin stated the property in question had several business types in the past, some generating more traffic than an acupuncture clinic would. He was in favor of removing the limitations.

Alderman Hauman questioned whether the owners knew they could object to the limitations. She stated the property had enough room in the parking area to drive in, turn around and pull out into the road instead of backing out into it. She was in favor of removing the limitations.

Alderman Painter stated the property used to be the Chatter Box Hair Salon with many patrons. No problems were noted at that time.

**Motion by Alderman Black, seconded by Alderman Lower, that an ordinance approving a special use permit for an acupuncture clinic in the R-1C, High Density Single Family Residential District, for the property located at 1617 E Oakland Ave. be passed, removing the conditions of a limitation of the number of employees to two and the limitation of the hours of operation to six days a week from 8:00 am to 8:00 pm, and that the Mayor and City Clerk be authorized to execute the necessary documents.**

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

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



**Nays: None.**

**Motion carried.**

Item 7J. Consideration of adoption of an ordinance approving the petition to rezone 2101 E Washington Street from R-3B, High Density Multifamily Residential District, to S-2, Public Lands and Institutions.

ORDINANCE NO. 2016 – 55  
AN ORDINANCE REZONING 2101 E WASHINGTON FROM R-3B TO S-2

David Hales, City Manager, stated the corrected legal description had been distributed to Council and would be included in any action.

Alderman Hauman questioned penalties for anyone proceeding with construction with no approval. Tom Dabareiner, Plan/Code Enforcement Director, stated Code Enforcement could assess penalties. If the owners were proceeding according to the plan, Code Enforcement would be reasonable working with the owners. If the construction was not according to code, removal may become necessary.

**Motion by Alderman Hauman, seconded by Alderman Lower, that an ordinance be adopted approving the petition to rezone the property commonly located at 2101 E Washington Street from R-3B, High Density Multifamily Residential District, to S-2, Public Lands and Institutions and that the Mayor and City Clerk be authorized to execute the necessary documents.**

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

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

**Nays: None.**

**Motion carried.**

**Regular Agenda**

The following was presented:

Item 8A. Consideration of a Resolution approving an Agreement for Professional Services with VenuWorks for Management of the U.S. Cellular Coliseum.

RESOLUTION NO. 2016 -25  
A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH  
VENUWORKS OF BLOOMINGTON, LLC

John Siehl, VenuWorks Chief Operating Officer, gave a brief overview. On April 1, 2016, the City's agreement with Central Illinois Arena Management (CIAM) for the U.S. Cellular Coliseum (USCC) management expired. A new management company was recommended by staff. VenuWorks began managing the USCC on a temporary basis until a more formal agreement could be worked out between the parties.

Since late spring, staff and VenuWorks have worked to finalize details on a more formal management agreement. The agreement draft was presented publicly on June 6, 2016, and discussed further at a Committee of the Whole meeting on June 20, 2016. Staff was now recommending agreement approval. No further modifications had been made to the agreement since its initial presentation.

The proposed contract general terms included: 1.) Five (5) year term with the ability to terminate without cause after three (3) years; 2.) Management Fee: \$9,500 per month, plus an annual Consumer Price Index (CPI) increase not to exceed three percent (3%); 3.) Concession Fee (i.e., food and beverages): five percent (5%) of gross sales less taxes and third-party concession providers. Subject to audit by the City. City was guaranteed a minimum of forty percent (40%) of concession sales. 4.) Contractual Income: five percent (5%) on advertising, sponsorships, pouring rights and naming right revenues. No commission on trades, club memberships, suite sales or rentals; 5.) Transparency: Specific reports required and would be posted online, including reports after each event. Contractual requirements to comply with the Freedom of Information Act (FOIA) and hold the City harmless; 6.) Disincentive Fee: Lower commission if budgetary goals were not met. To begin after initial stub year; 7.) Capital Investments: Will provide an additional \$450,000 in a no-interest loan for necessary capital improvements and upgrades; 8.) Oversight: Subject to an annual audit with a five percent (5%) payback provision. Contractual provisions prohibit VenuWorks from booking events that carry a financial risk to the City without pre-approval. City would have access to all accounts and records. City Manager and/or a contract administrator would be involved in overseeing the operation and management of the USCC; 9.) Operational Procedures: Maintenance requirements were clearly defined in the agreement. VenuWorks was required to provide a business plan and financial manual. The agreement called for various other Memoranda of Understandings to be created on operational issues.

VenuWorks had brought a professional and experienced general manager to the USCC. Curtis Webb started in May and had implemented several operational changes. VenuWorks was in the process of developing detailed business plans to help improve the USCC's financial condition.

VenuWorks desired to be a true community partner and put transparency as a high priority. After every event, the public would be provided a significant amount of information, including the event's concession sales, ticket sales, etc.

Alderman Schmidt questioned payment for security at the USCC. David Hales, City Manager, stated VenuWorks would pay for security as part of the expenses from the event. VenuWorks hired Security Guards for inside the building. City Police Officers would be used for outside the building.

**Motion by Alderman Schmidt, seconded by Alderman Hauman, that the Resolution approving the Agreement for Professional Services with VenuWorks be adopted and the Mayor and City Clerk be authorized to execute the resolution and the City Manager be authorized to execute the Agreement.**

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

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

**Nays: None.**

**Motion carried.**

The following was presented:

Item 8B. Consideration of adoption of an ordinance amending Chapter 44 of the Bloomington City Code to allow for “artisanal/craft production and retail” as a permitted use in the B-1, B-2, B-3, M-1 and M-2 Districts.

ORDINANCE NO. 2016 – 61  
AN ORDINANCE TO AMEND THE TEXT OF CHAPTER 44, SECTIONS 44.3-2 AND 44.6-30 OF THE BLOOMINGTON CITY CODE

Tom Dabareiner, Plan/Code Enforcement Director, gave a brief overview. Staff had received inquiries regarding small scale production and retail, including, but not limited to, microbreweries and other small-scale alcohol manufacturing. The City’s current Zoning Code only contemplates the extremes of production, either at-home as a home occupation or in a large-scale manufacturing district. In April 2016, a petition for a text amendment to Chapter 44 allowing for a “microbrewery” was submitted by a petitioner interested in moving his microbrewery business outside of his home and into the Bloomington market place. Staff recognized small-scale alcohol production as one element of the buy local movement, and viewed this original petition as an opportunity to extend the idea of small-scale, on-site production and retail to other types of artisanal production.

At the May 25, 2016 Planning Commission meeting staff proposed the creation of an “artisanal/craft production and retail” category and recommended that this use be permitted in the business and manufacturing districts. The proposed text amendment was approved by the Planning Commission.

The proposed text amendment would decrease barriers for local entrepreneurs and small scale developers by providing them with a first-step, or transitional opportunity for taking their home-based hobbies to the marketplace. It aligns with the City of Bloomington Comprehensive Plan 2035, Chapters 6 and 7, in particular, goals striving to promote an entrepreneurship culture, improve the City's image as a business friendly community and advancing tourism-based economic development.

Alderman Buragas questioned whether other communities had this zoning classification. Mr. Dabareiner answered affirmatively. Alderman Buragas questioned whether there were City Codes to regulate noise and other pollution types. Mr. Dabareiner stated Code Enforcement and building codes would be reviewed in each situation.

Alderman Sage questioned whether any public hearings would take place or if each determination would come from staff. Mr. Dabareiner stated staff would make the determination. Residential Districts would not be affected. Only B-1, Highway Business District, B-2, General Business Service District, B-3, Central Business District, M-1, Restricted Manufacturing District and M-2, General Manufacturing Districts would allow this use.

Alderman Lower questioned the number of other communities with this type of use. Mr. Dabareiner stated a list of neighboring municipalities was provided. Alderman Lower questioned whether the definitions list would expand. Mr. Dabareiner stated the intent of this usage was retail, but the product production was handled on site. This usage was not intended to capture all home business types, such as auto repair. Alderman Lower questioned the requirements when the Business or Manufacturing District was next to a Residential District. Mr. Dabareiner stated there were yard requirements outlined in the Code. A new liquor license category would need to be created for this use. Other options were available for a buffer between districts. The intent was to fill the small spaces Downtown and in the Business Districts.

Alderman Schmidt questioned whether there would be any Residential Districts included. Mr. Dabareiner stated there would be no Residential Districts included.

**Motion by Alderman Black, seconded by Alderman Hauman that an ordinance amending Chapter 44 of the Bloomington City Code to allow for "artisanal/craft production and retail" as a permitted use in the B-1, B-2, B-3, M-1 and M-2 Districts be passed, and that the Mayor and City Clerk be authorized to execute the necessary documents.**

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

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

**Nays: None.**

**Motion carried.**

### **City Manager's Discussion**

David Hales, City Manager, stated the VenuWorks contract approval was significant. The contract process was labor intensive. He recognized several staff members for their participation in the project. He stated this year would be a transition year. The base year would be the next Fiscal Year. He commended VenuWorks for their performance standards. Curtis Webb, Executive Director, US Cellular Coliseum (USCC), joined the Senior Management Staff meetings every Monday. There would be an Open House at USCC, but the date had not been finalized.

### **Mayor Discussion**

Mayor Renner thanked Alderman Hauman for residing over the Mayor's Open House, June 24, 2016. He encouraged viewing the US Conference of Mayors website for speeches and sessions.

### **City Alderman's Discussion**

Alderman Fruin stated three (3) Council members, Aldermen Buragas, Schmidt and himself, met with John M. Scott representatives, the Township and staff members to discuss interests and issues. Meetings with the entire Council would be scheduled.

Alderman Black thanked the Board of Zoning Appeals for their time and service to the community.

Alderman Schmidt stated the 20<sup>th</sup> Anniversary Celebration of "Not In Our Town" would be held on June 28, 2016 from 6:00 to 9:00 pm around the Museum of History on Main St. between Washington St. and Jefferson St. She commended the staff for the work to open the Flamingo exhibit at the Miller Park Zoo.

Alderman Lower stated fireworks would be displayed on July 4th at the Miller Park Zoo.

### **Adjournment**

**Motion made by Alderman Black, seconded by Alderman Hauman, to adjourn the meeting at 8:04 p.m.**

**Motion carried (viva voce).**

**CITY OF BLOOMINGTON**

**ATTEST**

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Tari Renner, Mayor

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Cherry L. Lawson, City Clerk



**CONSENT AGENDA ITEM: 7B**

FOR COUNCIL: July 11, 2016

**SUBJECT:** Consideration of approving Bills, Payroll, and Electronic Transfers in the amount of \$5,675,405.50.

**RECOMMENDATION/MOTION:** That the bills, payroll, and electronic transfers be allowed in the amount of \$5,675,405.50, and orders drawn on the Treasurer for the various amounts as funds are available.

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

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

**FINANCIAL IMPACT:** Total disbursements to be approved \$5,675,405.50 (Payroll total \$2,421,273.47, Accounts Payable total \$1,497,089.09, and Electronic Transfers total \$1,757,042.94).

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Accounts Payable

Reviewed by: Jon C. Johnston, Procurement Manager

Recommended by:

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

David A. Hales, City Manager

**Attachment:**

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

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Motion: That the bills, payroll, and electronic transfers be allowed in the amount of \$5,675,405.50, and orders drawn on the Treasurer for the various amounts as funds are available.

**CITY OF BLOOMINGTON FINANCE REPORT**

**Council of July 11, 2016**

**PAYROLL**

<b>Date</b>	<b>Gross Pay</b>	<b>Employer Contribution</b>	<b>Totals</b>
6/23/2016	\$ 1,313,068.48	\$ 357,330.04	\$ 1,670,398.52
6/24/2016	\$ 269,447.71	\$ 81,650.33	\$ 351,098.04
7/1/2016	\$ 256,558.54	\$ 80,222.73	\$ 336,781.27
6/28/2016	\$ 61,781.35	\$ 1,214.29	\$ 62,995.64
Off Cycle Adjustments			\$ -
		<b>PAYROLL GRAND TOTAL</b>	<b>\$ 2,421,273.47</b>

**ACCOUNTS PAYABLE**

<b>Date</b>	<b>Bank</b>	<b>Total</b>
6/27/2016	AP General	\$ 1,251,859.24
	AP BCPA	
6/27/2016	AP Comm Devel	\$ 7,364.00
	AP IHDA	\$ -
6/27/2016	AP Library	\$ 69,824.29
	AP MFT	\$ 157,274.88
6/28/2016-7/1/2016	Off Cycle Check Runs	\$ 10,766.68
	<b>AP GRAND TOTAL</b>	<b>\$ 1,497,089.09</b>

**PCARD**

**PCARD GRAND TOTAL**

**WIRES**

<b>Date</b>	<b>Total</b>
6/20/2016-7/1/2016	\$ 1,757,042.94
<b>WIRE GRAND TOTAL</b>	<b>\$ 1,757,042.94</b>

**TOTAL** **\$ 5,675,405.50**

Respectfully,

**Patti-Lynn Silva**  
**Director of Finance**



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

**FOR COUNCIL:** July 11, 2016

**SUBJECT:** Consideration of Approving Appointments to Various Boards and Commissions.

**RECOMMENDATION/MOTION:** That Geoffrey Tompkins be appointed to the Board of Fire and Police Commissioners and that Georgene Chissell and Tamika Matthews be appointed to the 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:

**Board of Fire & Police Commissioners:** Geoffrey Tompkins of 102 S Mercer Avenue, Bloomington, Illinois 61701 to the Board of Fire & Police Commissioners. He will be completing the unfulfilled term previously held by Charles Witte whose term will expire 4-30-17. Application is on file in the Administration Office.

**Citizens Beautification Committee:** Georgene Chissell of 109 Urban Street, Unit 10, Bloomington, Illinois 61704 to the Citizens Beautification Committee. She will be appointed to a three (3) year term to expire 4/30/19. Application is on file in the Administration Office.

Tamika Matthews of 810 W Jackson, Apt. 12, Bloomington, Illinois 61701 to the Citizens Beautification Committee. She will be appointed to a three (3) year term to expire 4/30/19. Application is on file in the Administration Office.

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

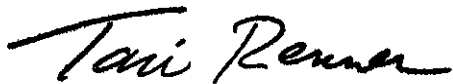
**FINANCIAL IMPACT:** None.

Respectfully submitted for Council consideration for approval.

Prepared by: M. Beth Oakley, Executive Assistant

Recommended by:





Tari Renner  
Mayor

**Attachments:**

- Roster

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Motion: That Geoffrey Tompkins be appointed to the Board of Fire and Police Commissioners and that Georgene Chissell and Tamika Matthews be appointed to the Citizens Beautification Committee.

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			

## Citizens Beautification Committee

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Re/Appointme nt Date	Year First Appt	Ward	Email	Street	City	Zip						
x		Laurel	Schumacher	04/30/18	05/11/15	2015	9	<a href="mailto:audieschu@gmail.com">audieschu@gmail.com</a>	2004 Ebo Lane	Bloomington	61704						
x	Chair	Robin	VanDermay	04/30/17	05/12/14	2014	3	<a href="mailto:yankir3011@yahoo.com">yankir3011@yahoo.com</a>	3011 Carlene Dr	Bloomington	61704						
x		Patricia	Marton	04/30/17	05/12/14	2014	4	<a href="mailto:pmarton61701@yahoo.com">pmarton61701@yahoo.com</a>	1114 E Grove St	Bloomington	61701						
x	Vice Chair/Chissel	Martha	Burk	04/30/16	03/24/14	2010	6	<a href="mailto:martha.burk@bpd.com">martha.burk@bpd.com</a>	904 S Clinton	Bloomington	61701						
x		Sue	Floyd	04/30/16	03/24/14	2010	6	<a href="mailto:suefloyd@bpd.com">suefloyd@bpd.com</a>	608 N Lee	Bloomington	61701						
x		Patricia	Morin	04/30/18	04/13/15	2011	4	<a href="mailto:patricia.morin@comcast.net">patricia.morin@comcast.net</a>	1405 N Clinton Blvd	Bloomington	61701						
x		Marlene	Gregor	04/30/18	04/13/15	2011	6	<a href="mailto:marlenegregor@aol.com">marlenegregor@aol.com</a>	107 W Market St	Bloomington	61701						
x		Amanda	Weissgerber	04/30/19	06/27/16	2016	4	<a href="mailto:AmandaWeissgerber@yahoo.com">AmandaWeissgerber@yahoo.com</a>	1516 E Grove	Bloomington	61701						
x		Valerie	Dumser	04/30/19	06/13/16	2012	7	<a href="mailto:grandmavalerie@gmail.com">grandmavalerie@gmail.com</a>	809 W Washington	Bloomington	61701						
x	Mathews	Amy	Davis	04/30/16	10/22/12	2012	1	<a href="mailto:amy.davis@bpd.com">amy.davis@bpd.com</a>	501 S Clayton St	Bloomington	61701						
x		Erica	Larkin	04/30/17	05/28/13	2013	1		909 Snyder Dr	Bloomington	61701						
x		Mark	Larsen	04/30/18	05/11/15	2015	5	<a href="mailto:mlars543@yahoo.com">mlars543@yahoo.com</a>	1424 Ridgeport Ave.	Bloomington	61704						
	Ex-Officio	Jan	Lauderman						4 Oxford Ct	Bloomington	61704						
	Ex-Officio	Stan	Cain														
	Staff	Robert	Moews						Parks & Rec								434-2280
	Staff	David	Lamb						Parks & Rec								434-2280

**Details:**

Term: 4 years (3 years as of 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:

Required by State Statute: No

Intergovernmental Agreements:

Funding budgeted from COB for FY2014:

Meetings: **4th Thursday of each month at 7:00pm - BPD Osborn Room**

Number of Vacancies: 1

Number of Expired Board Members (Blm Appointments only): 3

Number of Expired Board Members Eligible for Reappointment: 3

**Appointment/Reappointment Notes:**

### Board of Fire & Police Commissioners

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Appointment Date	Year First Appt	Ward	Email	Street	City	Zip						
x	RESIGNED	Eric	Penn	04/30/17	6/22/2015	2015		<a href="mailto:eric.penn@bloomington.in.gov">eric.penn@bloomington.in.gov</a>	1016 McGregor	Bloomington	61701						
x		Dianne	Hollister	04/30/17	4/29/2014	2014	4	happy726@gmail.com	2 Briarwood Ave	Bloomington	61701						
x	Tompkins	Charles	Witte	04/30/17	4/14/2014	2008		cwitte@aol.com	33 Monarch Dr.	Bloomington	61704						
x		Keith	Rich	04/30/17	4/14/2014	2008	8	krich1945@gmail.com	32 Chiswick Cir	Bloomington	61704						
x		"Dean"	Messinger	04/30/17	4/14/2014	2011	9	deanmessinger@comcast.net	2107 Hackberry Rd	Bloomington	61704						
	Staff	Daniel	Esquivel														
	Staff	Salina	Grismore														
	Staff	Nicole	Albertson														
	Staff	Angela	Fyans Jimenez														
	Staff	Brendan	Heffner														
	Staff	Brian	Mohr														

**Details:**

Term: 3 years  
 Term Limit per City Code: 3 terms/9 years  
 Members: 5 members  
 Number of members the Mayor appoints: 5  
 Type: Internal  
 City Code:  
 Required by State Statute: Yes  
 Intergovernmental Agreements:  
 Funding budgeted from COB for FY2014:  
 Meetings: 1st Monday of each month at 4:00pm - City Hall Conference Room

Other: Per State Statute, no more than two members can be from the same political party. If a member does not vote in a Primary, they are considered Independent.

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

**Appointment/Reappointment Notes:**



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

FOR COUNCIL: July 11, 2016

**SUBJECT:** Consideration of approving the purchase of two (2) Dump Trucks for the Street Maintenance Division of the Public Works Department using the SPC Suburban Purchasing Cooperative Contract number 145.

**RECOMMENDATION/MOTION:** Recommend that the purchase of two (2) Ford F450 chassis with 9 foot dump bodies from Currie Motors of Frankfort, IL using the SPC Suburban Purchasing Cooperative Contract number 145 in the amount of \$94,477.00 be approved.

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

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

**BACKGROUND:** Staff continuously evaluates vehicle and equipment purchases with current usage and job requirements. During this fiscal year's budget, staff identified two dump trucks in the Refuse Division that were in need of replacement. The cost to replace the two units was estimated to be \$326,277.00. In evaluating the City's fleet usage, it was found that the Street Division was using large dump trucks to haul trailers to their work sites and had to use multiple vehicles due to the limited seating in the cabs. It was determined that a smaller dump truck could be used in the Street Division and that the larger dump trucks could be moved to the Refuse Division. It was estimated that this would result in a cost savings of \$231,800 this fiscal year. The City will further benefit from this purchase by a cost saving in maintenance of the units. Average yearly maintenance cost for the large dump trucks being replaced is \$6,947.27. Average yearly maintenance cost of similar equipped smaller dump trucks is \$1,310.05. The maintenance cost savings for the two units with a ten year replacement cycle is estimated to be \$112,744.40.

These units are used in the day to day operations of the Streets and Sewers Division. These operations include Sewer Cave Ins, Inlet Repairs, Water Ditch Repairs, Snow Removal and Hauling Trailers.

Staff asks that one (1) 2001 International S4900 be declared surplus and be sold on public auction at Publicsurplus.com, it is expected to bring \$7,000.00 at auction. The other unit will be retained and used as the crash attenuator vehicle for the remainder of its useful life.

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

**FINANCIAL IMPACT:** Total cost for the two (2) units will be \$94,477.00. The FY 2017 Budget includes \$101,846 under the Capital Lease-Capital Outlay Licensed Vehicle account (40110135-72130). Stakeholders can locate this in the FY 2017 Budget Book “Other Funds & Capital Improvement Program’ on pages 92 & 95.

Respectfully submitted for Council consideration.

Prepared by: Rob Krones, Superintendent of Fleet Maintenance  
 Reviewed by: Colleen Winterland, Superintendent Streets & Sewers  
 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:**

- Streets F450 Dump Trucks Order Form

Motion: Recommend that the purchase of two (2) Ford F450 chassis with 9 foot dump bodies from Currie Motors of Frankfort, IL using the SPC Suburban Purchasing Cooperative Contract number 145 in the amount of \$94,477.00 be approved.

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			



**ALL NEW**  
**2017 FORD F-450**  
**XL 4X2 CHASSIS CAB**  
**Contract# 145**



Currie Motors Fleet

“Nice People To Do Business With”

Your Full-Line Municipal Dealer

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

Production Starts 8/15/2016

**GOOD THRU: March 17, 2017**

(2016 Chassis In Stock)





**Currie Motors Frankfort**

**SPC Contract Winner**

**ALL NEW**

**2017 FORD F-450**

**XL 4x2 CHASSIS CAB**

**Call Tom Sullivan (815) 464-9200**

**Standard Package: \$28,921.00**

Warranty 3 Years 36,000 miles Bumper to Bumper/ 5 Years 60,000 Power train

6.8L 3 Valve Gasoline SOHC V-10  
6-Speed Automatic w/ Select Shift  
4-Wheel Disc Brakes  
Front Black Painted Bumpers  
Solar Tint Glass  
Front Splash Guards  
3-Blink Lane Change Signal  
Front Tow Hooks  
19.5" Argent Steel Wheels  
4 - LT225/70Rx19.5GBSW Tires  
240 Amp Heavy Duty Alternator  
Oil minder System  
Mono-Beam Front Axle w. coil  
spring suspension

H.D. Gas Shock Absorbers  
Front/Rear Stabilizers  
Air Conditioner – Manual  
Dome Lamp  
AM/FM/Clock  
Manual Door Locks & Windows  
Intermittent Windshield Wiper  
Advance Trac with Roll Stability  
Control  
Driver and Passenger Front & Side  
Airbag/Curtain  
Passenger Side Deactivation Switch  
Free delivery within 50 miles of  
dealership

Production Starts 8/15/2016  
GOOD THRU: **03/17/2017**  
(2016 Chassis In Stock)



**Options – Body Style**

<input type="checkbox"/>	Super Cab 60" Cab to Axle	2370.00
<input checked="" type="checkbox"/>	Crew Cab 60" Cab to Axle	3440.00
<input type="checkbox"/>	84" Cab to Axle Super/Crew Cab	262.00

**Options – Engine, Transmission, Powertrain**

<input checked="" type="checkbox"/>	6.8L V-10 with 6-speed Automatic (Includes Gaseous Prep)	N/C
<input type="checkbox"/>	6.7L OHV Power Stroke Diesel with 6 Speed Automatic	7908.00
<input type="checkbox"/>	4x4 with Manual Transfer Case	2875.00
<input checked="" type="checkbox"/>	Limited Slip Axle	332.00
<input type="checkbox"/>	62R PTO Provision	239.00
<input type="checkbox"/>	213 Electronic Shift On the Fly 4x4 (N/A with 6.8L Engine, Requires 4x4 with manual transfer case)	158.00
<input type="checkbox"/>	41H Engine Block Heater	64.00
<input type="checkbox"/>	Engine Idle Shut Down	231.00
<input type="checkbox"/>	67B Dual Extra Duty Alternators (requires Diesel Motor)	105.00
<input type="checkbox"/>	98R Operator Command Regeneration (requires Diesel Motor)	231.00
<input checked="" type="checkbox"/>	65M 28.5 Gallon Mid Ship Tank	115.00
<input type="checkbox"/>	65C Dual Tanks (Requires Diesel Motor)	575.00
<input type="checkbox"/>	Powertrain Care 3 Year 100,000 Warranty 4x2 Gasoline Motor	1,595.00
<input type="checkbox"/>	Powertrain Care 3 Year 100,000 Warranty 4x4 Gasoline Motor with Snow Plow Prep	2,750.00

**Options – Wheels/Tires**

<input checked="" type="checkbox"/>	TFB LT225/70Rx19.5G BSW A/S	STD
<input type="checkbox"/>	THB LT225/70Rx19.5G BSW Traction	175.00
<input type="checkbox"/>	TBM LT225/70Rx19.5G BSW Max Traction	197.00
<input type="checkbox"/>	512 Spare Tire and Wheel	272.00
<input type="checkbox"/>	945 Stainless Steel Wheel Covers	377.00

**Options - Functional**

<input type="checkbox"/>	63C AFT-Axle Frame Extension (Regular Cab Only)	105.00
<input type="checkbox"/>	41P Skid Plates	92.00
<input type="checkbox"/>	61J Jack – 6 Ton	51.00
<input type="checkbox"/>	43B Rear Defroster (requires privacy glass)	56.00
<input type="checkbox"/>	924 Privacy Glass	27.00

**Options - Groups/Packages**

<input type="checkbox"/>	96V <b>XL Value Package</b> <ul style="list-style-type: none"> <li>▪ Cruise Control</li> <li>▪ AM/FM/CD/Clock</li> </ul>	663.00
<input checked="" type="checkbox"/>	90L <b>Power Equipment Group</b> <ul style="list-style-type: none"> <li>▪ Heated power mirrors with integrated clearance lamps/turn signals</li> </ul>	<input type="checkbox"/> Regular Cab: 841.00 <input checked="" type="checkbox"/> Crew/Super: 1035.00





	<ul style="list-style-type: none"> <li>▪ Perimeter Alarm</li> <li>▪ Accessory Delay</li> <li>▪ Power Windows/Locks/Tailgate Lock</li> <li>▪ Remote Keyless</li> <li>▪ Upgraded door trim</li> </ul>	
<input type="checkbox"/> 473	<b>Snow Plow Prep Package</b> <ul style="list-style-type: none"> <li>▪ Upgraded Front Springs</li> <li>▪ Extra Heavy-Duty Alternator</li> </ul>	79.00
<input type="checkbox"/> 67H	Heavy Service Front Suspension – Heavy Service Front Springs	115.00

**Options – Interior**

<input checked="" type="checkbox"/> 43L	110V/400W Outlet	69.00
<input type="checkbox"/> 41A	Rapid Heat Supplemental Cab Heater (requires Diesel Motor)	231.00
<input type="checkbox"/> 18A	Upfitter Interface Module	272.00
<input type="checkbox"/> 76Z	Advanced Security Pack <ul style="list-style-type: none"> <li>▪ Securilock</li> <li>▪ Passive Anti-Theft</li> <li>▪ Inclination/Intrusion Sensors</li> </ul>	56.00
<input type="checkbox"/> 63A	Utility Lighting System (Requires Power Equipment Group)	148.00
<input checked="" type="checkbox"/> 18B	Platform Running Boards	<input type="checkbox"/> Regular Cab 295.00 <input checked="" type="checkbox"/> Super / Crew Cab 341.00

**Options – Exterior**

<input type="checkbox"/> 872	Rearview Camera Prep Kit – Displays in Rearview Mirror (Requires XL Value Package)	381.00
<input type="checkbox"/> 76J	Remote Start (Requires Power Equipment Group)	180.00
<input type="checkbox"/> 76R	Reverse Sensing System	225.00
<input type="checkbox"/> 91M	SYNC System	336.00
<input type="checkbox"/> 913	SYNC3 (Requires Ultimate Tow Camera)	105.00

**Options – Fleet**

<input type="checkbox"/> 17F	XL Décor Group	203.00
<input type="checkbox"/>	A/C Delete (N/A with Power Equipment Groups)	-726.00
<input checked="" type="checkbox"/> 525	Cruise Control	216.00
<input checked="" type="checkbox"/> 942	Daytime Running Lights	41.00
<input type="checkbox"/> 556	Driver Passenger Side Airbags/Curtain Delete	-180.00
<input type="checkbox"/> 557	Front Passenger & Side Airbags/Curtains delete	-180.00
<input type="checkbox"/> 585	AM/FM/CD	253.00
<input type="checkbox"/> 87T	Ford Telematics	736.00

**Options – Accessories**

<input type="checkbox"/> 52R	Stow / Load Ramps	736.00
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<input type="checkbox"/>	91S	LED Warning Strobes (Requires CHMSL)	603.00
<input checked="" type="checkbox"/>	76C	Back Up Alarm	128.00
<input checked="" type="checkbox"/>		Rustproofing & Undercoating	395.00
<input type="checkbox"/>		4 Corner Strobes (Requires Upfitter Switches)	795.00
<input checked="" type="checkbox"/>		9' Electric Hydraulic Dump Body – Black Finish (Requires hitch plate) <i>upgrade to stainless steel</i>	6,895.00 4,644.00
<input type="checkbox"/>		9' Steel Service Body – White Finish	7,185.00
<input type="checkbox"/>		8'6" Western Snow Plow	5,095.00
<input type="checkbox"/>		8'6" Boss Snow Plow	5,095.00
<input type="checkbox"/>		Hand Held Controller (Requires Plow)	90.00
<input type="checkbox"/>		Snow Deflector	295.00
<input checked="" type="checkbox"/>		Detailed CD Rom Shop Manual	325.00
<input checked="" type="checkbox"/>		Delivery More than 50 Miles	185.00
<input type="checkbox"/>		License & Title – M Plates	103.00
<input checked="" type="checkbox"/>		<i>factory trailer Brake controller</i>	<i>249.00</i>

**Exterior**

<input type="checkbox"/>	Race Red	
<input type="checkbox"/>	Blue Jeans Metallic	
<input type="checkbox"/>	Caribou	
<input type="checkbox"/>	Shadow Black	
<input type="checkbox"/>	Magnetic	
<input type="checkbox"/>	Ingot Silver Metallic	
<input checked="" type="checkbox"/>	Oxford White	
<input type="checkbox"/>	Special Paint (minimum 5 units. No minimum for School Bus Yellow)	612.00

**Interior**

<input checked="" type="checkbox"/>	Steel 40/20/40 Vinyl	STD
<input type="checkbox"/>	Steel 40/20/40 Cloth	92.00
<input type="checkbox"/>	Steel 40/Console/40 Vinyl- <b>No Armrest Included – Regular Cab Only</b>	303.00
<input type="checkbox"/>	Steel 40/Console/40 Cloth- <b>No Armrest Included</b>	438.00



28,921. +  
3,440. +  
332. +  
115. +  
1,035. +  
69. +  
341. +  
216. +  
41. +  
128. +  
395. +  
6,895. +  
4,644. +  
325. +  
185. +  
249. +

016

47,331.0+

Plus \$185 for one (1) Tutorial CD



**CONSENT AGENDA ITEM NO. 7E**

**FOR COUNCIL:** July 11, 2016

**SUBJECT:** Consideration of approval of an Assignment of Contract and One-year Contract Renewal (August 11, 2016 through August 10, 2017) with Biosolids Management Group / Telum for Lime Sludge Removal.

**RECOMMENDATION/MOTION:** That an Assignment of Contract from Biosolids Management Group to Telum be approved and that the City Manager and City Clerk be authorized to execute the necessary documents, and that a Contract renewal with Telum for the period of August 11, 2016 through August 10, 2017 be approved in the amount of \$36.63 per dry ton (second year renewal), \$37.63 for the third year renewal, \$38.63 for the fourth and fifth year renewals, and that the Procurement Manager be authorized to issue a Purchase Order.

**STRATEGIC PLAN LINK:**

**Goal 1.** Financially Sound City Providing Quality Basic Services.

**STRATEGIC PLAN SIGNIFICANCE:**

**Objective 1d.** City Services delivered in the most cost effective, efficient manner.

**BACKGROUND:** On August 10, 2015, the City Council approved entering into a one-year contract with four (4) annual contract renewal options with Biosolids Management Group for lime sludge removal. This contract allows for the removal of lime sludge from the water treatment plant storage lagoons. Lime sludge is a reusable byproduct of the water softening process and must be removed before the lagoons become full. The City's lime softening activities create approximately 25,000 pounds of sludge each day. The high calcium content lime slurry is applied to farm fields to adjust the soil pH to optimum levels.

Recently Biosolids Management Group advised the Water Department that they created a separate company to focus on removal of lime sludge from water treatment plants. The separate company, Telum, is managed by the same group of individuals that manages Biosolids Management Group. Biosolids' customer base had difficulty differentiating lime sludge reclaimed from water treatment plants and sludge removed from wastewater treatment plants. Telum focuses on water treatment plant lime removal and reapplication. Telum will assume the conditions of Biosolids Management Group agreement.

Water Department staff has experienced favorable results with Biosolids Management Group and expects to experience the same with Telum.

Staff recommends that the Assignment of Contract be approved for the existing lime sludge removal contract and that the contract renewal option with Telum be approved.

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

**FINANCIAL IMPACT:** The FY 2017 Adopted Budget includes \$500,000 in Water Purification-Landfill & Residual Waste account (50100130-70650). Stakeholders can locate this in the FY 2017 Budget Book titled “Other Funds & Capital Improvement Program” on page 124.

Respectfully submitted for Council consideration.

Prepared by: Rick Twait, Superintendent of Purification

Reviewed by: Robert D. Yehl, PE, Director of Water

Reviewed by: Steve Rasmussen, Assistant City Manager

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:**

- Council Memo - Biosolids Management Group Contract Approval; August 10, 2015
- Biosolids Management Group Contract; August 10, 2015
- Biosolids Management Group / Telum Assignment of Contract
- Telum Contract; August 11, 2016 through August 10, 2017
- Exhibit A Scope of Services / Work Provided

**Motion:** That an Assignment of Contract from Biosolids Management Group to Telum be approved and that the City Manager and City Clerk be authorized to execute the necessary documents, and that an Contract renewal with Telum for the period of August 11, 2016 through August 10, 2017 be approved in the amount of \$36.63 per dry ton (second year renewal), \$37.63 for the third year renewal, \$38.63 for the fourth and fifth year renewals, and that the Procurement Manager be authorized to issue a Purchase Order.

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			

**ASSIGNMENT OF CONTRACT**

FOR VALUE RECEIVED, the undersigned does do hereby assign, transfer, and set over unto TELSON, an Illinois limited liability corporation, all their rights, powers, privileges, and obligations in and to that certain Contract for Lime Sludge Removal dated August 10, 2015, by and between the CITY OF BLOOMINTGON and BIOSOLIDS MANAGEMENT GROUP. Notwithstanding anything herein to the contrary, the undersigned shall not be released of any of his obligations to the City and TELUM shall additionally assume all such obligations.

**ASSIGNOR: BIOSOLIDS MANAGEMENT GROUP**

BIOSOLIDS MANAGEMENT GROUP

By:

\_\_\_\_\_  
\_\_\_\_\_, its President

Attest:

\_\_\_\_\_  
Its Secretary

**ACCEPTANCE**

The undersigned hereby accepts the foregoing Assignment of Contract and ratifies all of the terms and conditions contained in the Agreement and agrees to be bound by same.

TELUM

By:

\_\_\_\_\_  
\_\_\_\_\_, its President

Attest:

\_\_\_\_\_  
Its Secretary

**ACKNOWLEDGMENT AND CONSENT TO ASSIGNMENT**

The undersigned hereby consents to the foregoing Assignment of Contract.

CITY OF BLOOMINGTON

By: \_\_\_\_\_  
David A. Hales, City Manager

Attest: \_\_\_\_\_  
Cherry L. Lawson, City Clerk



**CITY OF BLOOMINGTON**  
**CONTRACT WITH**  
Biosolids Management Group  
**FOR**  
Lime Sludge Removal

**THIS AGREEMENT**, dated this 10 day of August, 2015, is between the City of Bloomington (hereinafter "CITY") and Biosolids Management Group (hereinafter "CONTRACTOR").

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

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

**Section 2. Incorporation of RFP/RFQ & Proposal Terms.** This work was subject to the following procurement initiative by the CITY:  
RFP # 2016-18 Lime Sludge Removal (hereinafter "Request")

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

**Section 3. Description of Services.** CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: \_\_\_\_\_  
RFP # 2016-18 Lime Sludge Removal

\_\_\_\_\_th

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

- A flat fee of \$ \_\_\_\_\_ as set forth in the Procurement Documents.
- Fees as set forth in the Procurement Documents.

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By:   
Its City Mayor

ATTEST  
By:   
City Clerk

Biosolids Management Group

By:   
Its President

By:   
Its General Manager



**EXHIBIT A**  
**SCOPE OF SERVICES / WORK PROVIDED**

**I. General Information**

This proposal will cover the removal of lime sludge, a by-product of the water treatment lime softening process, from the City of Bloomington's ("City") lime storage lagoons for application on agricultural land in a "slurry" form by the Contractor.

**II. General Description of Project**

This proposal provides for the Contractor to furnish all equipment, materials, labor, coordination, agricultural testing, farmer contacts and agreements, IEPA coordination, and other incidentals as may be necessary to remove lime sludge from the Owner's storage facility located adjacent to and downstream from the Lake Bloomington reservoir. The proposal period is for one (1) years and includes four (4) annual contract renewal options upon mutual agreement between the City and the Contractor.

**III. Responsibilities of the Owner**

The owner shall provide the following services during the Contractor's performance of any proposed Contract.

1. Provide for a chemical analysis of the composite sludge samples to characterize the sludge to assure that the sludge is not hazardous and meets the IEPA requirements for land application.
  - a. Provide sample bottles to contractor for sludge collection.
  - b. City staff will analyze samples for percent solids and/or specific gravity.
2. Apply for and obtain an IEPA sludge application permit.
3. Other contractual responsibilities as set forth in other portions of the proposed contract.

**IV. Responsibilities of the Contractor**

The contractor shall provide the following services during the proposed Contract which shall include but not be limited to the following:

1. Remove lime sludge in compliance with the Owner's IEPA Sludge Application Permit.
2. Coordinate individual applications with road authorities and IEPA providing all necessary information and documentation.
3. Contractor must comply with IEPA Standards and practices. If the contractor fails to comply, the contract may be immediately terminated.
4. Employ a responsible person experienced and qualified to review each site's soil conditions, and recommend and ensure proper application rates.
5. Accept sole responsibility for any charges made to farmers or property owners where sludge is applied.
6. Accept sole responsibility for determination of a proper application rate.
7. Collect a one-quart sample from each truckload, analyze the sample for percent solids and/or specific gravity, log the information and report to the Water Treatment Plant the amount of sludge removed each day. Contractor shall provide Owner a copy of their sludge application report form to determine adequacy of information as part of this RFP.
8. The Contractor will provide Owner with split sample(s) upon request.
9. Provide the Owner with a completed sludge user sheet for each application site on a weekly basis until at the end of the application season. The sludge user shall have signed the form.
10. The proposal shall state that the contractor shall keep the sludge storage facility site clean as directed by WTP staff and is totally responsible for all equipment and materials used in this operation that may be kept at the site.
11. The proposal shall state that the contractor will abide by and comply with all applicable governmental laws, regulations and rules in the performance of its activities under the contract.

12. Contractor shall provide sufficient water for cattle utilizing the pasture adjacent to the road easement between the lagoons and main roadway. The owner will provide the water source at the treatment plant.
13. Provide Owner with documentation sufficient to the City of Bloomington that the contractor has all necessary applicable permits to land apply lime-softening sludge.
14. The City estimates that it creates 5,000+/- dry tons of sludge per calendar year. This is only an opinion of probable tonnage and provides no guarantee.
15. The Contractor shall notify the Owner immediately should any spill occur. The clean-up of any spilled lime sludge in any location other than the site shall be the sole responsibility of the contractor at his sole expense, in accordance with all applicable laws and regulations.
16. The Contractor must use an agriculturally accepted method for the application of the lime sludge to the fields and provide a description of how the lime application will be made to agricultural fields.
17. The Contractor must provide a contingency plan that describes how the sludge removal process continues if equipment fails or hauling is interrupted.
18. Upon removal of the lime sludge from the lime sludge lagoon, said sludge shall become the property of the selected Contractor. The Owner shall not be held liable for any illegal dumping of lime sludge and the selected Contractor shall so indemnify the City.
19. Sludge hauling hours shall be between sunup and sundown.
20. The Contractor must remove a minimum of 5,500 pounds of lime sludge material from the lagoons.

**V. Terms of the Contract**

The proposal will cover remaining of fiscal year 2016 (Date of executed contract – April 30, 2016) and subsequent years. It is intended that the Contractor's operations will occur in the fall season although removal during other times will be permitted. This contract will expire on April 30, 2016. This contract has the option of four (4) annual contract renewals upon mutual agreement of both parties, under the same terms and conditions.

**VI. Equipment**

- A. The proposal shall address the following issues regarding equipment used to remove lime sludge.
  1. Proposals shall state that the contractor will erect any and all equipment on the site that it may need to liquefy and remove lime sludge.
  2. The contractor shall be allowed to enter upon the sludge storage site at all times during the term of the contract to remove lime sludge.
  3. Costs for the operation and maintenance of the equipment used by the Contractor are the sole responsibility of the Contractor.
  4. All machinery and equipment shall remain the property of the contractor and shall be removed by the Contractor within sixty (60) days following the term of the proposed contract except as otherwise provided in the proposal.
- B. The proposal shall include an inventory of equipment that could be utilized in the lime handling, removal, hauling, and spreading and should include the age of the equipment.

**VII. Price**

Price will be based upon a base price per dry ton.

**VIII. Basis of Payment**

- A. Payment shall be based on the number of dry tons removed from the storage facility.
- B. Payments will be in March of the year following the removal of the lime sludge.



12. Contractor shall provide sufficient water for cattle utilizing the pasture adjacent to the road easement between the lagoons and main roadway. The owner will provide the water source at the treatment plant.
13. Provide Owner with documentation sufficient to the City of Bloomington that the contractor has all necessary applicable permits to land apply lime-softening sludge.
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- B. The proposal shall include an inventory of equipment that could be utilized in the lime handling, removal, hauling, and spreading and should include the age of the equipment.

**VII. Price**

Price will be based upon a base price per dry ton.

**VIII. Basis of Payment**

- A. Payment shall be based on the number of dry tons removed from the storage facility.
- B. Payments will be in ~~March~~ of the year following the removal of the lime sludge.

*Monthly JHB*

- C. Any proposed contract for Fiscal Year 2015 may include a fixed set up charge. Proposals shall include a detailed explanation of set up charge and enumerate all conditions, responsibilities, liabilities, ownership of equipment, and maintenance responsibilities.

**IX. Site Restoration**

All proposals shall state that within thirty (30) days following the termination of the contract the contractor shall restore and repair any damage caused to the site during the course of its operation and shall restore the site or the sites to their condition existing on the date of the contract, except for improvements constructed by the City for the residual lime removal.

**X. Insurance**

- A. Any sludge removal contract shall include statements indicating the contractor will obtain general liability insurance in the minimum amount as stated on page 13, naming the City of Bloomington, its officers, employees and agents as additional insured. Contractor will also obtain and maintain Workers Compensation insurance in an amount as required by the State of Illinois.
- B. Any sludge removal contract shall state that the contractor certifies and affirms that there is no conflict in coverage as disclosed between the certificate of insurance and the insurance policy. The successful contractor once a proposal is accepted will be **REQUIRED**, prior to contract signing, to provide written verification of this from the insurer.

**XI. Indemnification**

All proposals shall include language stating that the Contractor agrees to the fullest extent permitted by law, Contractor shall indemnify and hold harmless the 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 the 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.

**XII. Termination or Assignment**

- A. All proposed contracts shall state that in the event that the City's performance under the contract violates any of the rules and regulations of said public agencies or interferes with providing of water service to its customers, the City shall have the right to immediately terminate the contract.
- B. All proposed contracts shall state that the contractor shall not sell, assign, transfer or subcontract the contract or any interest therein to any person, firm, or corporation without the written consent of the City of Bloomington.

**XIII. References**

Persons or Corporations submitting proposals shall provide a list of references to be used to determine the experience and capabilities in performing this type of work. No proposal will be considered unless the party offering it furnishes evidence satisfactory to the City of Bloomington that he has the necessary facilities, ability, and financial resources to fulfill the conditions of a sludge removal contract.

**XIV. Experience Handling/Hauling Similar Materials**

The Contractor will include in the proposal the length of time of service in handling, removing, hauling, and applying lime sludge or similar materials. If the materials are not lime based, describe the similar materials. The Contractor shall provide copies of any or all certifications/classifications required to haul materials.

**EXHIBIT B  
PAYMENT TERMS**

<b>DESCRIPTION</b>	<b>COST</b>
<b>Initial Term</b> (Date of Executed Contract-April 30, 2016)	\$ _____ (per dry ton)
1 <sup>st</sup> Renewal (May 1, 2016 – April 30, 2017)	\$ _____ (per dry ton)
2 <sup>nd</sup> Renewal (May 1, 2017 – April 30, 2018)	\$ _____ (per dry ton)
3 <sup>rd</sup> Renewal (May 1, 2019 – April 30, 2020)	\$ _____ (per dry ton)
4 <sup>th</sup> Renewal (May 1, 2020 – April 30, 2021)	\$ _____ (per dry ton)

Provide your timeline for mobilization and application: \_\_\_\_\_

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CONSENT AGENDA ITEM 7F

FOR COUNCIL: August 10, 2015

**SUBJECT:** Consideration of approving a one year contract with four (4) annual contract renewal options with Biosolids Management Group for the removal of lime sludge from the storage lagoons at the water treatment facility. (RFP #2016-18)

**RECOMMENDATION/MOTION:** The City enter into a one year contract with four (4) annual contract renewal options for the lime sludge removal with Biosolids Management Group of Boone, Iowa at the cost of \$35.63 per dry ton for the first year, \$36.63 for the second year, \$37.63 for the third year, \$38.63 for the fourth and fifth year, and authorizing 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 4 – City Services delivered in the most cost-effective, efficient manner.

**BACKGROUND:** The City of Bloomington Water Department recently requested proposals for a five year contract to remove lime sludge from the water treatment plant storage lagoons at the water treatment plant. The City of Bloomington has three sludge lagoons of which two are “full.” Lime sludge is a reusable byproduct of the water softening process. The lime sludge is removed from the sludge lagoon by a contractor and marketed to farmers for pH control of their farmland. This process must take place each year as the water softening process creates about 25,000 lbs. of sludge each day. The lime residuals have a beneficial use in agriculture. The high calcium lime slurry is applied to farm fields to adjust the soil pH to optimum levels. The water content of the lime makes it expensive to truck to fields, but the material reacts more quickly than powdered limestone. The time window for application is from after the crop is harvested to when the ground is frozen or snow covered. Conditions usually become unfavorable toward the end of November, but years can vary.

We received four responses to the bid request. Biosolids Management Group was the lowest bidder on the removal. Below is the breakdown of RFP #2016-18, the four vendors that bid on the Lime Sludge Removal.

Vendor	Initial	1st Renewal	2nd Renewal	3rd Renewal	4th Renewal
Stewart Spreading, Inc.	\$52.72	\$54.30	\$55.93	\$57.60	\$59.33
Oros & Busch Application Technologies, Inc.	\$41.50	\$42.75	\$44.00	\$45.30	\$46.70
Evergreen FS	\$43.00	\$37.60	\$38.40	\$39.20	\$40.00
Biosolids Management Group (1)	\$35.63	\$36.63	\$37.63	\$38.63	\$38.63

The large difference in the four bid prices is due, at least in part, to different removal methods.



**INTERESTED PERSONS CONTACTED:** None

**FINANCIAL IMPACT:** This work was included in the Water Department’s FY 2016 budget for \$257,500 in the Water Purification - Landfill and Residual Disposal account (50100130-70650). Stakeholders can locate this in the FY 2016 Proposed Budget Book titled “Other Funds & Capital Improvement Program” on page 102.

Respectfully submitted for Council consideration.

Prepared by: Brett Lueschen, Interim Water Director

Reviewed by: Steve Rasmussen, Assistant City Manager

Financial & Budgetary review by:

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Agreement

Motion: The City enter into a one year contract with four (4) annual contract renewal options for the lime sludge removal with Biosolids Management Group of Boune, Iowa at the cost of \$35.63 per dry ton for the first year, \$36.63 for the second year, \$37.63 for the third year, \$38.63 for the fourth and fifth year, and authorizing the Mayor and City Clerk to execute the necessary documents.

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

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

**CITY OF BLOOMINGTON  
CONTRACT WITH**

**FOR  
Lime Sludge Removal**

**THIS AGREEMENT**, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015, is between the City of Bloomington (hereinafter "CITY") and (hereinafter "CONTRACTOR").

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

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

**Section 2. Incorporation of RFP/RFQ & Proposal Terms.** This work was subject to the following procurement initiative by the CITY:  
RFP # 2016-18 Lime Sludge Removal (hereinafter "Request")

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

**Section 3. Description of Services.** CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: \_\_\_\_\_

RFP # 2016-18 Lime Sludge Removal

\_\_\_\_\_

\_\_\_\_\_

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

- A flat fee of \$ \_\_\_\_\_ as set forth in the Procurement Documents.
- Fees as set forth in the Procurement Documents.

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: \_\_\_\_\_  
Its City Manager

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

ATTEST:

By: \_\_\_\_\_  
City Clerk

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

**EXHIBIT A**  
**SCOPE OF SERVICES / WORK PROVIDED**

**I. General Information**

This proposal will cover the removal of lime sludge, a by-product of the water treatment lime softening process, from the City of Bloomington's ("City") lime storage lagoons for application on agricultural land in a "slurry" form by the Contractor.

**II. General Description of Project**

This proposal provides for the Contractor to furnish all equipment, materials, labor, coordination, agricultural testing, farmer contacts and agreements, IEPA coordination, and other incidentals as may be necessary to remove lime sludge from the Owner's storage facility located adjacent to and downstream from the Lake Bloomington reservoir. The proposal period is for one (1) years and includes four (4) annual contract renewal options upon mutual agreement between the City and the Contractor.

**III. Responsibilities of the Owner**

The owner shall provide the following services during the Contractor's performance of any proposed Contract.

1. Provide for a chemical analysis of the composite sludge samples to characterize the sludge to assure that the sludge is not hazardous and meets the IEPA requirements for land application.
  - a. Provide sample bottles to contractor for sludge collection.
  - b. City staff will analyze samples for percent solids and/or specific gravity.
2. Apply for and obtain an IEPA sludge application permit.
3. Other contractual responsibilities as set forth in other portions of the proposed contract.

**IV. Responsibilities of the Contractor**

The contractor shall provide the following services during the proposed Contract which shall include but not be limited to the following:

1. Remove lime sludge in compliance with the Owner's IEPA Sludge Application Permit.
2. Coordinate individual applications with road authorities and IEPA providing all necessary information and documentation.
3. Contractor must comply with IEPA Standards and practices. If the contractor fails to comply, the contract may be immediately terminated.
4. Employ a responsible person experienced and qualified to review each site's soil conditions, and recommend and ensure proper application rates.
5. Accept sole responsibility for any charges made to farmers or property owners where sludge is applied.
6. Accept sole responsibility for determination of a proper application rate.
7. Collect a one-quart sample from each truckload, analyze the sample for percent solids and/or specific gravity, log the information and report to the Water Treatment Plant the amount of sludge removed each day. Contractor shall provide Owner a copy of their sludge application report form to determine adequacy of information as part of this RFP.
8. The Contractor will provide Owner with split sample(s) upon request.
9. Provide the Owner with a completed sludge user sheet for each application site on a weekly basis until at the end of the application season. The sludge user shall have signed the form.
10. The proposal shall state that the contractor shall keep the sludge storage facility site clean as directed by WTP staff and is totally responsible for all equipment and materials used in this operation that may be kept at the site.
11. The proposal shall state that the contractor will abide by and comply with all applicable governmental laws, regulations and rules in the performance of its activities under the contract.

12. Contractor shall provide sufficient water for cattle utilizing the pasture adjacent to the road easement between the lagoons and main roadway. The owner will provide the water source at the treatment plant.
13. Provide Owner with documentation sufficient to the City of Bloomington that the contractor has all necessary applicable permits to land apply lime-softening sludge.
14. The City estimates that it creates 5,000+/- dry tons of sludge per calendar year. This is only an opinion of probable tonnage and provides no guarantee.
15. The Contractor shall notify the Owner immediately should any spill occur. The clean-up of any spilled lime sludge in any location other than the site shall be the sole responsibility of the contractor at his sole expense, in accordance with all applicable laws and regulations.
16. The Contractor must use an agriculturally accepted method for the application of the lime sludge to the fields and provide a description of how the lime application will be made to agricultural fields.
17. The Contractor must provide a contingency plan that describes how the sludge removal process continues if equipment fails or hauling is interrupted.
18. Upon removal of the lime sludge from the lime sludge lagoon, said sludge shall become the property of the selected Contractor. The Owner shall not be held liable for any illegal dumping of lime sludge and the selected Contractor shall so indemnify the City.
19. Sludge hauling hours shall be between sunrise and sunset.
20. The Contractor must remove a minimum of 5,500 pounds of lime sludge material from the lagoons.

**V. Terms of the Contract**

The proposal will cover remaining of fiscal year 2016 (Date of executed contract – April 30, 2016) and subsequent years. It is intended that the Contractor's operations will occur in the fall season although removal during other times will be permitted. This contract will expire on April 30, 2016. This contract has the option of four (4) annual contract renewals upon mutual agreement of both parties, under the same terms and conditions.

**VI. Equipment**

- A. The proposal shall address the following issues regarding equipment used to remove lime sludge.
1. Proposals shall state that the contractor will erect any and all equipment on the site that it may need to liquefy and remove lime sludge.
  2. The contractor shall be allowed to enter upon the sludge storage site at all times during the term of the contract to remove lime sludge.
  3. Costs for the operation and maintenance of the equipment used by the Contractor are the sole responsibility of the Contractor.
  4. All machinery and equipment shall remain the property of the contractor and shall be removed by the Contractor within sixty (60) days following the term of the proposed contract except as otherwise provided in the proposal.
- B. The proposal shall include an inventory of equipment that could be utilized in the lime handling, removal, hauling, and spreading and should include the age of the equipment.

**VII. Price**

Price will be based upon a base price per dry ton.

**VIII. Basis of Payment**

- A. Payment shall be based on the number of dry tons removed from the storage facility.
- B. Payments will be in March of the year following the removal of the lime sludge.



- C. Any proposed contract for Fiscal Year 2015 may include a fixed set up charge. Proposals shall include a detailed explanation of set up charge and enumerate all conditions, responsibilities, liabilities, ownership of equipment, and maintenance responsibilities.

**IX. Site Restoration**

All proposals shall state that within thirty (30) days following the termination of the contract the contractor shall restore and repair any damage caused to the site during the course of its operation and shall restore the site or the sites to their condition existing on the date of the contract, except for improvements constructed by the City for the residual lime removal.

**X. Insurance**

- A. Any sludge removal contract shall include statements indicating the contractor will obtain general liability insurance in the minimum amount as stated on page 13, naming the City of Bloomington, its officers, employees and agents as additional insured. Contractor will also obtain and maintain Workers Compensation insurance in an amount as required by the State of Illinois.
- B. Any sludge removal contract shall state that the contractor certifies and affirms that there is no conflict in coverage as disclosed between the certificate of insurance and the insurance policy. The successful contractor once a proposal is accepted will be **REQUIRED**, prior to contract signing, to provide written verification of this from the insurer.

**XI. Indemnification**

All proposals shall include language stating that the Contractor agrees to the fullest extent permitted by law, Contractor shall indemnify and hold harmless the 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 the 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.

**XII. Termination or Assignment**

- A. All proposed contracts shall state that in the event that the City's performance under the contract violates any of the rules and regulations of said public agencies or interferes with providing of water service to its customers, the City shall have the right to immediately terminate the contract.
- B. All proposed contracts shall state that the contractor shall not sell, assign, transfer or subcontract the contract or any interest therein to any person, firm, or corporation without the written consent of the City of Bloomington.

**XIII. References**

Persons or Corporations submitting proposals shall provide a list of references to be used to determine the experience and capabilities in performing this type of work. No proposal will be considered unless the party offering it furnishes evidence satisfactory to the City of Bloomington that he has the necessary facilities, ability, and financial resources to fulfill the conditions of a sludge removal contract.

**XIV. Experience Handling/Hauling Similar Materials**

The Contractor will include in the proposal the length of time of service in handling, removing, hauling, and applying lime sludge or similar materials. *If the materials are not lime based, describe the similar materials.* The Contractor shall provide copies of any or all certifications/classifications required to haul materials.

**EXHIBIT B  
PAYMENT TERMS**

<b>DESCRIPTION</b>	<b>COST</b>
<b>Initial Term</b> (Date of Executed Contract-April 30, 2016)	\$ _____ (per dry ton)
1 <sup>st</sup> Renewal (May 1, 2016 – April 30, 2017)	\$ _____ (per dry ton)
2 <sup>nd</sup> Renewal (May 1, 2017 – April 30, 2018)	\$ _____ (per dry ton)
3 <sup>rd</sup> Renewal (May 1, 2019 – April 30, 2020)	\$ _____ (per dry ton)
4 <sup>th</sup> Renewal (May 1, 2020 – April 30, 2021)	\$ _____ (per dry ton)

Provide your timeline for mobilization and application: \_\_\_\_\_

\_\_\_\_\_

**CITY OF BLOOMINGTON  
CONTRACT WITH**

**FOR**

**THIS AGREEMENT**, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016, is between the City of Bloomington (hereinafter "CITY") and \_\_\_\_\_ (hereinafter "CONTRACTOR").

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

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

**Section 2. Incorporation of Bid/RFP/RFO & Proposal Terms / Prevailing Wage.** This work was subject to the following procurement initiative by the CITY:

\_\_\_\_\_ (hereinafter "Request")

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

**Section 3. Description of Services.** CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: \_\_\_\_\_

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

\_\_\_ A flat fee of \$ \_\_\_\_\_ as set forth in the Procurement Documents.

\_\_\_ Fees as set forth in the Procurement Documents.

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



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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: \_\_\_\_\_  
Its City Manager

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

ATTEST:

By: \_\_\_\_\_  
City Clerk

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

**EXHIBIT A**  
**SCOPE OF SERVICES / WORK PROVIDED**

**I. General Information**

This proposal will cover the removal of lime sludge, a by-product of the water treatment lime softening process, from the City of Bloomington's ("City") lime storage lagoons for application on agricultural land in a "slurry" form by the Contractor.

**II. General Description of Project**

This proposal provides for the Contractor to furnish all equipment, materials, labor, coordination, agricultural testing, farmer contacts and agreements, IEPA coordination, and other incidentals as may be necessary to remove lime sludge from the Owner's storage facility located adjacent to and downstream from the Lake Bloomington reservoir. The proposal period is for one (1) years and includes four (4) annual contract renewal options upon mutual agreement between the City and the Contractor.

**III. Responsibilities of the Owner**

The owner shall provide the following services during the Contractor's performance of any proposed Contract.

1. Provide for a chemical analysis of the composite sludge samples to characterize the sludge to assure that the sludge is not hazardous and meets the IEPA requirements for land application.
  - a. Provide sample bottles to contractor for sludge collection.
  - b. City staff will analyze samples for percent solids and/or specific gravity.
2. Apply for and obtain an IEPA sludge application permit.
3. Other contractual responsibilities as set forth in other portions of the proposed contract.

**IV. Responsibilities of the Contractor**

The contractor shall provide the following services during the proposed Contract which shall include but not be limited to the following:

1. Remove lime sludge in compliance with the Owner's IEPA Sludge Application Permit.
2. Coordinate individual applications with road authorities and IEPA providing all necessary information and documentation.
3. Contractor must comply with IEPA Standards and practices. If the contractor fails to comply, the contract may be immediately terminated.
4. Employ a responsible person experienced and qualified to review each site's soil conditions, and recommend and ensure proper application rates.
5. Accept sole responsibility for any charges made to farmers or property owners where sludge is applied.
6. Accept sole responsibility for determination of a proper application rate.
7. Collect a one-quart sample from each truckload, analyze the sample for percent solids and/or specific gravity, log the information and report to the Water Treatment Plant the amount of sludge removed each day. Contractor shall provide Owner a copy of their sludge application report form to determine adequacy of information as part of this RFP.
8. The Contractor will provide Owner with split sample(s) upon request.
9. Provide the Owner with a completed sludge user sheet for each application site on a weekly basis until at the end of the application season. The sludge user shall have signed the form.
10. The proposal shall state that the contractor shall keep the sludge storage facility site clean as directed by WTP staff and is totally responsible for all equipment and materials used in this operation that may be kept at the site.
11. The proposal shall state that the contractor will abide by and comply with all applicable governmental laws, regulations and rules in the performance of its activities under the contract.

12. Contractor shall provide sufficient water for cattle utilizing the pasture adjacent to the road easement between the lagoons and main roadway. The owner will provide the water source at the treatment plant.
13. Provide Owner with documentation sufficient to the City of Bloomington that the contractor has all necessary applicable permits to land apply lime-softening sludge.
14. The City estimates that it creates 5,000+/- dry tons of sludge per calendar year. This is only an opinion of probable tonnage and provides no guarantee.
15. The Contractor shall notify the Owner immediately should any spill occur. The clean-up of any spilled lime sludge in any location other than the site shall be the sole responsibility of the contractor at his sole expense, in accordance with all applicable laws and regulations.
16. The Contractor must use an agriculturally accepted method for the application of the lime sludge to the fields and provide a description of how the lime application will be made to agricultural fields.
17. The Contractor must provide a contingency plan that describes how the sludge removal process continues if equipment fails or hauling is interrupted.
18. Upon removal of the lime sludge from the lime sludge lagoon, said sludge shall become the property of the selected Contractor. The Owner shall not be held liable for any illegal dumping of lime sludge and the selected Contractor shall so indemnify the City.
19. Sludge hauling hours shall be between sunrise and sunset.
20. The Contractor must remove a minimum of 5,500 pounds of lime sludge material from the lagoons.

**V. Terms of the Contract**

The proposal will cover remaining of fiscal year 2016 (Date of executed contract – April 30, 2016) and subsequent years. It is intended that the Contractor's operations will occur in the fall season although removal during other times will be permitted. This contract will expire on April 30, 2016. This contract has the option of four (4) annual contract renewals upon mutual agreement of both parties, under the same terms and conditions.

**VI. Equipment**

- A. The proposal shall address the following issues regarding equipment used to remove lime sludge.
  1. Proposals shall state that the contractor will erect any and all equipment on the site that it may need to liquefy and remove lime sludge.
  2. The contractor shall be allowed to enter upon the sludge storage site at all times during the term of the contract to remove lime sludge.
  3. Costs for the operation and maintenance of the equipment used by the Contractor are the sole responsibility of the Contractor.
  4. All machinery and equipment shall remain the property of the contractor and shall be removed by the Contractor within sixty (60) days following the term of the proposed contract except as otherwise provided in the proposal.
- B. The proposal shall include an inventory of equipment that could be utilized in the lime handling, removal, hauling, and spreading and should include the age of the equipment.

**VII. Price**

Price will be based upon a base price per dry ton.

**VIII. Basis of Payment**

- A. Payment shall be based on the number of dry tons removed from the storage facility.
- B. Payments will be in March of the year following the removal of the lime sludge.



12. Contractor shall provide sufficient water for cattle utilizing the pasture adjacent to the road easement between the lagoons and main roadway. The owner will provide the water source at the treatment plant.
13. Provide Owner with documentation sufficient to the City of Bloomington that the contractor has all necessary applicable permits to land apply lime-softening sludge.
14. The City estimates that it creates 5,000+/- dry tons of sludge per calendar year. This is only an opinion of probable tonnage and provides no guarantee.
15. The Contractor shall notify the Owner immediately should any spill occur. The clean-up of any spilled lime sludge in any location other than the site shall be the sole responsibility of the contractor at his sole expense, in accordance with all applicable laws and regulations.
16. The Contractor must use an agriculturally accepted method for the application of the lime sludge to the fields and provide a description of how the lime application will be made to agricultural fields.
17. The Contractor must provide a contingency plan that describes how the sludge removal process continues if equipment fails or hauling is interrupted.
18. Upon removal of the lime sludge from the lime sludge lagoon, said sludge shall become the property of the selected Contractor. The Owner shall not be held liable for any illegal dumping of lime sludge and the selected Contractor shall so indemnify the City.
19. Sludge hauling hours shall be between sunup and sundown.
20. The Contractor must remove a minimum of 5,500 pounds of lime sludge material from the lagoons.

**V. Terms of the Contract**

The proposal will cover remaining of fiscal year 2016 (Date of executed contract – April 30, 2016) and subsequent years. It is intended that the Contractor's operations will occur in the fall season although removal during other times will be permitted. This contract will expire on April 30, 2016. This contract has the option of four (4) annual contract renewals upon mutual agreement of both parties, under the same terms and conditions.

**VI. Equipment**

- A. The proposal shall address the following issues regarding equipment used to remove lime sludge.
  1. Proposals shall state that the contractor will erect any and all equipment on the site that it may need to liquefy and remove lime sludge.
  2. The contractor shall be allowed to enter upon the sludge storage site at all times during the term of the contract to remove lime sludge.
  3. Costs for the operation and maintenance of the equipment used by the Contractor are the sole responsibility of the Contractor.
  4. All machinery and equipment shall remain the property of the contractor and shall be removed by the Contractor within sixty (60) days following the term of the proposed contract except as otherwise provided in the proposal.
- B. The proposal shall include an inventory of equipment that could be utilized in the lime handling, removal, hauling, and spreading and should include the age of the equipment.

**VII. Price**

Price will be based upon a base price per dry ton.

**VIII. Basis of Payment**

- A. Payment shall be based on the number of dry tons removed from the storage facility.
- B. Payments will be in ~~March~~ of the year following the removal of the lime sludge.

*Monthly JHB*

- C. Any proposed contract for Fiscal Year 2015 may include a fixed set up charge. Proposals shall include a detailed explanation of set up charge and enumerate all conditions, responsibilities, liabilities, ownership of equipment, and maintenance responsibilities.

**IX. Site Restoration**

All proposals shall state that within thirty (30) days following the termination of the contract the contractor shall restore and repair any damage caused to the site during the course of its operation and shall restore the site or the sites to their condition existing on the date of the contract, except for improvements constructed by the City for the residual lime removal.

**X. Insurance**

- A. Any sludge removal contract shall include statements indicating the contractor will obtain general liability insurance in the minimum amount as stated on page 13, naming the City of Bloomington, its officers, employees and agents as additional insured. Contractor will also obtain and maintain Workers Compensation insurance in an amount as required by the State of Illinois.
- B. Any sludge removal contract shall state that the contractor certifies and affirms that there is no conflict in coverage as disclosed between the certificate of insurance and the insurance policy. The successful contractor once a proposal is accepted will be **REQUIRED**, prior to contract signing, to provide written verification of this from the insurer.

**XI. Indemnification**

All proposals shall include language stating that the Contractor agrees to the fullest extent permitted by law, Contractor shall indemnify and hold harmless the 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 the 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.

**XII. Termination or Assignment**

- A. All proposed contracts shall state that in the event that the City's performance under the contract violates any of the rules and regulations of said public agencies or interferes with providing of water service to its customers, the City shall have the right to immediately terminate the contract.
- B. All proposed contracts shall state that the contractor shall not sell, assign, transfer or subcontract the contract or any interest therein to any person, firm, or corporation without the written consent of the City of Bloomington.

**XIII. References**

Persons or Corporations submitting proposals shall provide a list of references to be used to determine the experience and capabilities in performing this type of work. No proposal will be considered unless the party offering it furnishes evidence satisfactory to the City of Bloomington that he has the necessary facilities, ability, and financial resources to fulfill the conditions of a sludge removal contract.

**XIV. Experience Handling/Hauling Similar Materials**

The Contractor will include in the proposal the length of time of service in handling, removing, hauling, and applying lime sludge or similar materials. If the materials are not lime based, describe the similar materials. The Contractor shall provide copies of any or all certifications/classifications required to haul materials.



## CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: July 11, 2016

**SUBJECT:** Consideration of approving a Capital Improvement Agreement with the Public Building Commission of McLean County and McLean County for replacement of the Government Center Roof.

**RECOMMENDATION/MOTION:** That the Capital Improvement Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

**BACKGROUND:** At the July 27, 2015 meeting, Council approved an Amended and Restated Lease Agreement with the Public Building Commission of McLean County and McLean County regarding the Government Center, Abraham Lincoln Parking Garage and several other County Facilities. Among other things, the lease agreement established lease rates and maintenance responsibilities for the facilities. The Public Building Commission is responsible for maintenance, operation and upkeep of the facilities and completes these functions with the lease payments from the City and County. The pre-established lease rates include utilities, custodial services and general maintenance and repairs.

Since timing of major building repairs are difficult to predict and the associated costs could grossly inflate the lease rates, they were not included. The lease agreement indicates that additional funding for operation and maintenance expenses not covered by the pre-established lease rates will be paid by the City and County within 30 days of notice from the Public Building Commission. The roofs on the Government Center and the County Juvenile Detention Center require replacement and are considered major building repair not funded by the pre-established lease rates. The total cost for replacement of both roofs is \$600,000. Since the County is entirely responsible for the Juvenile Detention Center and half of the Government Center, they will bear most of this cost. The County's share is \$450,000. Since the City is only responsible for half of the Government Center, its' share is \$150,000.

To minimize the financial impact on both the City and County, the Public Building Commission has agreed to finance the roof replacement projects over a ten year period. The City's share of \$150,000 will be payable in \$15,000 installments over 10 years.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Public Building Commission of McLean County, McLean County Administration and McLean County Board.

**FINANCIAL IMPACT:** The City’s share of the Government Center roof replacement cost is \$150,000, payable in \$15,000 installments over 10 years. The first payment will be due November 1, 2017, which is not within the current fiscal year. This expense will be requested through the budget process starting in the FY 2018 budget.

Respectfully submitted for Council consideration.

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



David A. Hales  
 City Manager

**Attachments:**

- Capital Improvement Agreement

Motion: That the Capital Improvement Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

**CAPITAL IMPROVEMENT AGREEMENT**

This Capital Improvement Agreement (hereinafter referred to as the “Agreement”) is entered into on the \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the Public Building Commission of McLean County, McLean County, Illinois, an Illinois municipal corporation (hereinafter referred to as the “PBC”), the County of McLean, Illinois, an Illinois municipal corporation (hereinafter referred to as the “County”), and the City of Bloomington, Illinois, an Illinois municipal corporation (hereinafter referred to as the “City”).

WHEREAS, the PBC is the owner, legal title holder, and lessor of the following property, to wit:

TRACT NO. 1

Lot 49 in the Original Town of Bloomington, Lots 14, 15, 16, 17, 18 and 19 in the Assessor’s Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington, part of Lots 1, 4, 5, 6, 7 and 8 in the Assessor’s Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington and part of the vacated alley lying South of Lot 6 in the Assessor’s Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington and part of the vacated alley lying South of Lot 6 in the Assessor’s Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington and Lot 49 in the Original Town of Bloomington and North of Lots 7, 15, 16 and 17 in the Assessor’s Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington, all in the Southwest 1/4 of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows:

Beginning at the Northeast corner of Lot 49 in the Original Town of Bloomington; thence South 00 degrees 00 minutes 20 seconds West, 241.55 feet to the Southeast corner of Lot 19 in the Assessor’s Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington; thence North 89 degrees 33 minutes 30 seconds West, 110.00 feet to the Southwest corner of Lot 14 in said Assessor’s Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington; thence North 00 degrees 00 minutes 20 seconds East, 241.28 feet on the West line of said Lot 14 and the Northerly extension thereof to the North line of Lot 1 in said Assessor’s Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington; thence



South 89 degrees 41 minutes 57 seconds East, 110.00 feet to the point of beginning, in McLean County, Illinois.

TRACT NO. 2

A part of Lot 117 in James Allin's Second Addition to the City of Bloomington, and a part of Lot 9 of the Subdivision of the Southeast 1/4 of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian, more particularly described as follows: Beginning at the Northwest corner of said Lot 117, thence East 134 feet along the North line of said Lot 117 and along the North line of said Lot 9, thence South 115 feet parallel with the West line of said Lot 117, thence West 134 feet parallel with the North line of said Lot 9 and the North line of said Lot 117 to the West line of said Lot 117, thence North 115 feet along the West line of said Lot 117 to the point of beginning, in McLean County, Illinois.

TRACT NO. 3

Lots 1, 2, 3, 4, 5, 6 and 7 in the Assessor's Subdivision of Lot 116 of James Allin's Second Addition to the City of Bloomington, in McLean County, Illinois.

TRACT NO. 4

All of Lot 10 in the Subdivision of the Southeast 1/4 of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian.  
EXCEPT the following described premises, to-wit: Beginning at the Northeast corner of said Lot 10, thence South 27.8 feet along the East line of said Lot 10, thence West 23.8 feet along a line which forms an angle to the left of 90 degrees 19 minutes with the last described course, thence North 27.8 feet along a line which forms an angle to the left of 90 degrees 17 minutes with the last described course to the North line of said Lot 10, thence East 24.1 feet along the North line of said Lot 10, to the point of beginning, in McLean County, Illinois.

TRACT NO. 5

Lot 11, Except the East 90 feet thereof;  
Lot 11 in Bloomington Town Survey of the Southeast 1/4 of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian, according to plat recorded in Book S of Deeds, Page 658, re-recorded in Plat Book 2 Page 107, in McLean County, Illinois.

TRACT NO. 6

The South 69.27 feet of Lot 13 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington in McLean County, Illinois, subject to a perpetual non-exclusive easement for ingress and egress over said described real estate for pedestrian and vehicular traffic, including delivery traffic and parking for the benefit of the remainder of said Lot 13 and Lots 2, 3, 4, 5, 6, 7 and 8 all in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington, McLean County, Illinois

P.I.N.: 21-04-339-037

commonly known as the Government Center, 115 East Washington Street, Bloomington, McLean County, Illinois 61701 (hereinafter referred to as the "Government Center"); and

WHEREAS, the PBC is the owner, legal title holder, and lessor of the following property, to wit:

Lot 7 in Normal Town Survey of 1898, being a part of Assessors Subdivision of the South ½ of Section 21, Township 24 North, Range 2 East of the Third Principal Meridian, except that portion deeded to the State of Illinois in Book 638, Page 343, in McLean County, Illinois.

P.I.N.: 14-21-301-001

commonly known as the Fairview Campus Site, on which site is located the McLean County Juvenile Detention Center, 903 North Main Street, Normal, Illinois 61761 (hereinafter referred to as the "Juvenile Detention Center"); and

WHEREAS, the County and the City, are lessees of the PBC with regard to the Government Center pursuant to the Amended and Restated Lease Agreement entered into on or about July 30, 2015; and

WHEREAS, the County is a lessee of the PBC with regard to the Juvenile Detention Center pursuant to the Amended and Restated Lease Agreement entered into on or about July 30,

2015; and

WHEREAS, title to the Government Center will pass to the County and the City in equal shares upon expiration of the aforementioned Amended and Restated Lease Agreement and title to the Juvenile Detention Center will pass to the County upon termination of the aforementioned Amended and Restated Lease Agreement; and

WHEREAS, the County has undertaken the performance of operation and maintenance functions with respect to, inter alia, the Government Center and the Juvenile Detention Center pursuant to a Contract for Operation and Maintenance entered into by and between the PBC and the County on or about the \_\_\_\_ day of \_\_\_\_\_, 2016; and

WHEREAS, the County has identified a need to replace the roofs on both the Government Center and Juvenile Detention Center at an estimated total cost of six hundred thousand dollars and 00/100 (\$600,000.00); and

WHEREAS, the PBC has agreed to finance the replacement of the roofs on both the Government Center and Juvenile Detention Center in the amount of six hundred thousand dollars and 00/100 (\$600,000.00).

**NOW THEREFORE**, in consideration of the provisions and covenants herein made by each of the parties hereto and for other good and valuable consideration, it is covenanted and agreed by such parties hereto as follows:

1. The PBC shall tender the sum of six hundred thousand dollars and 00/100 (\$600,000.00) to the County upon the complete execution of this Agreement by all of the parties, which sum shall be exclusively allocated by the County towards the cost of the replacement of the roofs of the Government Center and the Juvenile Detention Center, respectively.
2. The County shall bear the sole responsibility for bidding and/or negotiating a

contract with a contractor for the replacement of the roofs on the Government Center and the Juvenile Detention Center, respectively, and shall further bear the sole responsibility for the supervision of said roof replacement work. The County shall nonetheless require the contractor to include the PBC and the City as an additional insured on any and all County-required insurance policies and for the contractor to indemnify the PBC and the City and their officers, members, agents, and employees for any and all negligent acts of the contractor and/or the contractor's sub-contractors, employees, agents, or assigns in performance of the roof replacement work described herein.

3. The County and the City agree to repay the foregoing sum identified in Paragraph One (1), above, to the PBC in ten (10) annual installments, as follows: forty five thousand dollars and 00/100 (\$45,000.00) to be paid by the County and fifteen thousand dollars and 00/100 (\$15,000.00) to be paid by the City on or before November 1st of each year beginning in 2017 through and including 2026. The County and the City shall tender the foregoing payments as part of their annual rental payments made to the PBC pursuant to the Amended and Restated Lease Agreement entered into by the PBC, the County, and the City on or about July 30, 2015.

4. This Agreement shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns, as their interests may appear.

5. In the event any covenant, phrase, clause, paragraph, section, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, section, condition or provision shall in no way affect any other covenant, phrase, clause, paragraph, section, condition or provision herein contained.

IN WITNESS WHEREOF, the Public Building Commission of McLean County, McLean

County, Illinois, by authority of its Board of Commissioners, has caused its corporate seal to be affixed hereto and this Capital Improvement Agreement to be signed by its Chairman and attested by its Secretary, the County of McLean, Illinois by authority of its County Board, has caused its corporate seal to be affixed hereto and this Capital Improvement Agreement to be signed in its name by the Chairman of the County Board and to be attested by the Clerk of the County, the City of Bloomington, Illinois by authority of its City Council, has caused its corporate seal to be affixed hereto and this Capital Improvement Agreement to be signed by its Mayor and to be attested by the Clerk of the City on the dates of the respective acknowledgments attached hereto.

PUBLIC BUILDING COMMISSION OF  
MCLEAN COUNTY,  
MCLEAN COUNTY, ILLINOIS

ATTEST:

\_\_\_\_\_  
Secretary, Board of Commissioners

By: \_\_\_\_\_  
Chairman, Board of Commissioners

(AFFIX CORPORATE SEAL)

THE COUNTY OF MCLEAN, ILLINOIS

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
County Clerk

By: \_\_\_\_\_  
Chairman, County Board

(AFFIX CORPORATE SEAL)

CITY OF BLOOMINGTON

ATTEST:

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

MAYOR

STATE OF ILLINOIS            )

) SS

COUNTY OF MCLEAN         )

I, the undersigned, a Notary Public in and for said County and State, Do Hereby Certify that Thomas W. Novosad and John L. Morel, personally known to me to be respectively the Chairman of the Board of Commissioners of the Public Building Commission of McLean

County, McLean County, Illinois, and the Secretary of said Board, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Chairman of the Board of Commissioners of the Public Building Commission of McLean County, McLean County, Illinois, and the Secretary of said Board, they signed and delivered the said instrument and caused the seal of the Public Building Commission of McLean County, McLean County, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of the Public Building Commission of McLean County, McLean County, Illinois, pursuant to the authority and direction of the Board of Commissioners of the Public Building Commission of McLean County, McLean County, Illinois, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2016.

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Illinois Notary Public

(NOTARIAL SEAL)

STATE OF ILLINOIS )

) SS

COUNTY OF MCLEAN )

I, the undersigned, a Notary Public in and for said County and State, Do Hereby Certify that John McIntyre and Kathy Michael, personally known to me to be respectively the Chairman of the County Board of The County of McLean, Illinois, and the Clerk of said County, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Chairman of the County Board of The County of McLean, Illinois, and as County Clerk of said County, they signed and delivered the said instrument and caused the seal of The County of McLean, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of The County of McLean, Illinois, pursuant to the authority and direction of the County Board of The County of McLean, Illinois, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2016.

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Illinois Notary Public

(NOTARIAL SEAL)



STATE OF ILLINOIS )

) SS

COUNTY OF MCLEAN )

I, the undersigned, a Notary Public in and for said County and State, Do Hereby Certify that Tari Renner and Cherry Lawson, personally known to me to be respectively the Mayor and the Clerk of the City of Bloomington, McLean County, Illinois, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Mayor and Clerk of the City of Bloomington, McLean County, Illinois, they signed and delivered the said instrument and caused the seal of the City of Bloomington, McLean County, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of the City of Bloomington, McLean County, Illinois, pursuant to the authority and direction of the City Council of the City of Bloomington, McLean County, Illinois, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2016.

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Illinois Notary Public

(NOTARIAL SEAL)



## CONSENT AGENDA ITEM NO. 7G

FOR COUNCIL:

**SUBJECT:** Consideration of approving the Disposal of Surplus City Property (Fire Fighting Apparatus) Namely – Engine No. 7.

**RECOMMENDATION/MOTION:** That the City Procurement Manager, with the concurrence of the Fire Chief, be authorized to negotiate, with whatever parties necessary, to dispose of BFD Engine No. 7 (1991 Pierce 50' Telesquirt).

**STRATEGIC PLAN LINK:** 2. Upgrade City Infrastructure & Facilities

**STRATEGIC PLAN SIGNIFICANCE:** e. Investing in the City's future through a realistic, funded, capital improvement program

**BACKGROUND:** In June of 2015, the City acquired and placed a new fire truck into service. The new unit replaced an older (F22) unit. Unit F22 was declared surplus and then entered reserve status. As Unit F22 entered reserve status, Engine 7 was then able to be removed from reserve status and disposed of in accordance with City Code.

On July 27, 2015 the City Council approved the request to list Engine 7 with a broker, Quad County Fire Equipment, for sale. Quad County has proven to be a successful broker for the City in the past. No offers were made on the Engine 7. The broker offered an opinion of probable value of \$10,000 for the unit. There is extensive rust on the frame of the vehicle and the aerial device needs around \$6,500 in other repairs.

The estimated value offered by Quad County was based in part on the premise that even though there are thousands of dollars needed in repair there is still value in the unit. Fire trucks are specialized vehicles and it is the feeling of Staff that every effort should be made to get the most money for a used vehicle. Quad County has been able to sell the last two trucks we have placed on the surplus list, and Staff feels that this is the most prudent route to dispose of vehicles such as this.

As a result of the unsuccessful disposal of Engine 7 through the broker, authority was sought, from the City Manager, and granted on April 20, 2016 to place the apparatus on auction with PublicSurplus.com. While this web based auction is usually successful there were only three bids made on the apparatus and none met the reserve of \$4,000. After the auction closed, the City agreed to sell the apparatus to the highest bidder if he still wanted it. There was no response to email sent to that bidder. A follow up phone call was made and the high bidder stated that he no longer wanted the unit.

Since there were no parties interested in purchasing Engine 7 through the broker or through the public auction, it appears that the value of the unit is scrap and/or parts.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Availability published through Quad County Fire Equipment and through public auction with PublicSurplus.com.

**FINANCIAL IMPACT:** Any proceeds of the sale of the apparatus would go back to the City's general fund.

Respectfully submitted for Council consideration.

Prepared by: Jon C. Johnston, Procurement Manager

Reviewed by: Brian M. Mohr, Fire Chief

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:**

- City Council Memo of July 27, 2015; declaring apparatus as Surplus and authorizing the unit to be listed with Quad County Fire Equipment
- City Manager Authorization to place Engine 7 on Public Auction

Motion: That the City Procurement Manager, with the concurrence of the Fire Chief, be authorized to negotiate, with whatever parties/means necessary, to dispose of BFD Engine No. 7 (1991 Pierce 50' Telesquirt)

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			



CONSENT AGENDA ITEM 7K

FOR COUNCIL: July 27, 2015

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

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

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

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

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

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

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

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

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** None

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

Respectfully submitted for Council consideration.

Prepared by: Les Siron, Deputy Chief of Operations

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

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

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:** None

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

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

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



MEMO TO: DAVID HALES, CITY MANAGER  
FROM: JON C. JOHNSTON, PROCUREMENT MANAGER  
SUBJECT: AUTHORIZATION TO DISPOSE OF SURPLUS PROPERTY  
DATE: APRIL 20, 2016

The City is preparing to dispose of a number of surplus goods. The attached spreadsheet identifies the property being disposed and the means of disposal. Please note that the following items have previously approved for disposal by you but, we waited until there was enough surplus property to make an auction ad economical:

1. 1991 Pierce – Approved by you 8/3/15; has been for sale with a broker since then; seeking auction for final disposal
2. Assorted TV sets – Approved by you 1/8/16; TV sets replaced with new video score board
3. Other Vehicles - 1999 IH, 2000 Ford truck, 2000 Crown Vic (2), 2002 GMC truck, 2005 Dodge & 2006 Dodge (2) Trucks – previously replaced by other vehicles; approved via council memos
4. Misc. Other Equipment from various departments - all being disposed because they are obsolete and/or outlived their useful life and/or no longer being used/needed; all of low value. The only equipment being scrapped instead of auctioned is a broken plotter (HP Design Jet 600) whose software is no longer supported.

The Finance Department (Chris Tomerlin) will be consulted in regards to the removal of property from the City's "inventory"

APPROVED BY:

  
City Manager

CONCURRENCE BY:

  
Procurement Manager



**CONSENT AGENDA ITEM NO. 7H**

FOR COUNCIL: July 11, 2016

**SUBJECT:** Consideration of approving the purchase of limited source water meters and related accessories for the Water Department FY2017 Water Meter Installation Program.

**RECOMMENDATION/MOTION:** That Council approve Ferguson Waterworks as the limited source vendor of water meters and related accessories, and authorize the purchase of water meter and related accessories from Ferguson Waterworks, who is the authorized Neptune water meter supplier for this area, at the purchase prices listed on the attached price list up to a maximum of \$500,000.00, and authorize the Mayor and City Clerk to execute the necessary documents.

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

**STRATEGIC PLAN SIGNIFICANCE:** Goal 1 – Financially Sound City Providing Quality Basic Services, and Goal 2. Upgraded City infrastructure.

**BACKGROUND:** Currently, water metering technology varies greatly from one manufacturer to another as different technology and proprietary components are used, particularly in the areas of communication of meter reading information. At this point, the reading equipment and interactivity with the utility billing software makes it extremely difficult and not cost productive to invest in more than one type of meter simply put, different brands of water meters do not communicate wee, if at all, with one another. Therefore, many utilities have settled upon a particular brand of meter and negotiated the price of the water meters and the related accessories. That is what the City has done for at least 20 years. The City cannot competitively bid water meters of different brands and integrate them into the existing system effectively.

The City embraced the emerging technology of radio frequency (RF) transmitting data collectors on water meters and the resultant efficiencies of reduced personnel needed for meter reading through City Council action on February 28, 2005, specifically identifying Neptune as the manufacturer of water meters to be used by the City. The Water Department has been installing RF transmitting data collectors on its water meters since that time and is approximately 94% deployed. In addition, the Department has approximately 2,000 meters that require upgrading to the newest technology.

The Water Department, is requesting the waiving of the formal bidding process due to its limited source and the authorization of the purchase of Neptune Water meters and the related accessories listed in the attached price list for its FY2017 water meter program.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** None

**FINANCIAL IMPACT:** City Council approved \$500,000.00 to be spent on Neptune meters and ancillary components in the FY 2017 fiscal year. Water meter and ancillary components are included under the Meter Services-Meters Account (50100150-71730). Stakeholders may locate this in the budget book titled “Other Funds & Capital Improvement Program” on page 133.

Respectfully submitted for Council consideration.

Prepared by: Connie Fralick, Office Manager  
Reviewed by: Robert D. Yehl, PE, Water Director  
Steve Rasmussen, Assistant City Manager  
Financial & budgetary review by: Carla A. Murillo, Budget Manager  
Legal review by: Jeffrey R. Jurgens, Corporation Counsel  
Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Price list for FY2017
- Limited Source Justification Form

Motion: That Council approve Ferguson Waterworks as the limited source vendor of water meters and related accessories, and authorize the purchase of water meter and related accessories from Ferguson Waterworks, who is the authorized Neptune water meter supplier for this area, at the purchase prices listed on the attached price list up to a maximum of \$500,000.00, 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			





FERGUSON WATERWORKS #2521  
 1720 STATE ST  
 DEKALB, IL 60115-2617

Deliver To: ryan.raupp@ferguson.com  
 From: Ryan Raupp  
 Comments:

09:26:34 JUN 27 2016

FERGUSON WATERWORKS #2516

Price Quotation

Page # 1

Phone : 815-756-2800

Fax : 815-756-2877

**Bid No.....:** B070276

**Bid Date.....:** 06/27/16

**Quoted By.:** RDR

**Cust** 309-434-2334

**Terms.....:** NET 10TH PROX

**Customer:** CITY OF BLOOMINGTON  
 METERS  
 WATER DEPARTMENT  
 603 W DIVISION ST  
 BLOOMINGTON, IL 61701

**Ship To:** CITY OF BLOOMINGTON  
 METERS  
 WATER DEPARTMENT  
 603 W DIVISION ST  
 BLOOMINGTON, IL 61701

**Cust PO#...:**

**Job Name:** METER PROFILE

Item	Description	Quantity	Net Price	UM	Total
NED2A11RDF3	LF 5/8 T10 MTR V4 R900I CF	1	218.780	EA	218.78
NED2C11RDF3	LF 3/4 T10 MTR V4 R900I CF	1	282.927	EA	282.93
NED2D11RDF3	LF 3/4 SL T10 MTR V4 R900I CF	1	282.927	EA	282.93
NED2F11RDF3	LF 1 T10 MTR V4 R900I CF	1	355.285	EA	355.29
NED2H11RDF3	LF 1-1/2 T10 MTR V4 R900I CF	1	663.410	EA	663.41
NED2J11RDF3	LF 2 T10 MTR V4 R900I CF	1	760.980	EA	760.98
----					
COMPOUNDS					
----					
NEC2ARWF3	2 HP T/F CMPD MTR V4 R900I CF PIT	1	1913.386	EA	1913.39
NEC3BRWF3	3 T/F CMPD MTR V4 R900I CF PIT	1	2925.620	EA	2925.62
NEC3CRWF3	4 T/F CMPD MTR V4 R900I CF PIT	1	3715.700	EA	3715.70
NEC3DRWF3	6 T/F CMPD MTR V4 R900I CF PIT	1	6049.590	EA	6049.59
----					
----					
NRD2F13	REG 5/8 T10 V4 R900I CF INSIDE	1	186.992	EA	186.99
NRD2F23	REG 3/4 T10 V4 R900I CF INSIDE	1	186.992	EA	186.99
NRD2F33	REG 1 T10 V4 R900I CF INSIDE	1	186.992	EA	186.99
NRD2F43	REG 1-1/2 T10 V4 R900I CF INSIDE	1	186.990	EA	186.99
NRD2F53	REG 2 T10 V4 R900I CF INSIDE	1	186.990	EA	186.99
NRW2F13	REG 5/8 T10 V4 R900I CF	1	203.540	EA	203.54
NRW2F23	REG 3/4 T10 V4 R900I CF PIT	1	203.540	EA	203.54
NRW2F33	REG 1 T10 V4 R900I CF PIT	1	203.540	EA	203.54
NRW2F43	REG 1-1/2 T10 V4 R900I CF PIT	1	203.540	EA	203.54
NRW2F53	REG 2 T10 V4 R900I CF PIT	1	203.540	EA	203.54
NRW5F13	REG 1-1/2&2 HPT V4 R900I CF PIT	1	203.540	EA	203.54
----					



FERGUSON WATERWORKS #2516

Price Quotation

Page # 2

09:26:34 JUN 27 2016

Phone : 815-756-2800

Fax : 815-756-2877

Reference No: B070276

Item	Description	Quantity	Net Price	UM	Total
	HPT METERS				
	----				
NET4ARWF3	2 HP TURBINE MTR V4 R900I CF PIT	1	947.110	EA	947.11
NET4BRWF3	3 HP TURBINE MTR V4 R900I CF PIT	1	1371.900	EA	1371.90
NET4CRWF3	4 HP TURBINE MTR V4 R900I CF PIT	1	1776.860	EA	1776.86

**Net Total:** \$23420.68

**Tax:** \$0.00

**Freight:** \$0.00

**Total:** \$23420.68

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This quote is offered contingent upon the buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at [http://wolseleyna.com/terms\\_conditionsSale.html](http://wolseleyna.com/terms_conditionsSale.html).  
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with \*NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



FOR COUNCIL: August 12, 2012

**SUBJECT:** Formal Bid Waiver for the purchase of single source water meters and related accessories for the Water Department's FY 2014 Water Meter Installation Program

**RECOMMENDATION/MOTION:** That the formal bid process be waived, and staff be authorized to purchase water meters and related accessories from Ferguson Waterworks, the authorized Neptune water meter supplier for this area, at the prices specified.

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

**BACKGROUND:** The City of Bloomington has utilized a variety of water meters manufactured by different companies during the last 100 years. Over that time, the City has been able to judge the positive and negative attributes of various meter brands. For at least the last 20 years, the City has standardized upon the Neptune brand of water meter, manufactured by Neptune Technology Group, Incorporated, a meter company that has been manufacturing water meters for over 120 years. The City has standardized on the Neptune brand of meter due to its reliability, technological innovation, product support, backward compatibility, accuracy and price.

During the period of time that water meters were simple analog devices (from the 1880's to the mid-1960's) water utilities could utilize any brand of water meter provided the water meter met the utility's or industry's standards. In essence, water meters were a commodity of which there were very few differences from one meter brand to another. A water utility could have had numerous meter brands throughout its system and since water meters were simple devices that were manually read, it made very little difference what the brand was utilized. This is why water meters had been bid through the years and one year's lowest priced meter may not be the next years lowest priced meter. The most glaring negative in this situation is that a utility had to stock numerous spare parts for the different brands of meters in its system and its personnel had to master a level of proficiency in repairing various meter brands.

Since the 1960's and certainly with the major advances in the 1990's, metering technology, particularly in the areas of data collection and transmission has caused a major divergence in meter brands. Currently, water metering technology varies greatly from one manufacturer to another as different technologies and proprietary components are used, particularly in the areas of communication of meter reading information. Simply put, different brands of water meters do not communicate well, if at all, with one another.

Therefore, many utilities have settled upon a particular brand of meter and negotiated the price of the water meters and the related accessories. That is what the City has done for at least 20 years. The City cannot competitively bid water meters of different brands and integrate them into the existing system.

The City embraced the emerging technology of radio frequency (RF) transmitting data collectors on water meters and the resultant efficiencies of reduced personnel needed for meter reading through City Council action on February 28, 2005, specifically identifying Neptune as the manufacturer of water meters to be used by the City. The Water Department has been installing RF transmitting data collectors on its water meters since that time and is approximately 80%

deployed (approximately 23,500 RF units installed on 31,000 total water meters). The City has reduced its meter reading force by two employees over that time and now has only one meter reader remaining and that last position will be phased out within three years.

The Water Department, is requesting the waiving of the formal bidding process and the authorization of the purchase of Neptune Water meters and the related accessories listed in the attached price list for its FY 2014 water meter program.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** None

**FINANCIAL IMPACT:** Water meter and ancillary components are listed in the approved 2014 Budget Book titled "Other Funds and Capital Improvement Program" in the amount of \$1,300,000 as shown in line item 50100150-71730 on page 154. \$250,000 has already been spent in this fiscal year leaving a balance of \$1,050,000 to be spent in the remainder of the fiscal year. Virtually all of this line item will be spent on Neptune meters and ancillary components.

Respectfully submitted for Council consideration.

Prepared by: Craig M. Cummings  
Water Director

Reviewed by: Barbara J. Adkins  
Deputy City Manager

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst  
Patti-Lynn Silva, Director of Finance

Legal review by: Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales  
City Manager

Attachments: Attachment I. Pricing

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

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

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

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

**Item 7C. MFT Report.**

**Motion by Alderman Mwilambwe, seconded by Alderman McDade that the report be received and placed on file.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

**Item 7D. Formal Bid Waiver for the purchase of single source water meters and related accessories for the Water Department's FY 2014 Water Meter Installation Program.**

**Motion by Alderman Mwilambwe, seconded by Alderman McDade that the formal bid process be waived, and staff be authorized to purchase water meters and related accessories from Ferguson Waterworks, the authorized Neptune water meter supplier for this area, at the prices specified.**

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

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

**Nays: None.**





**NEPTUNE** Take Control.

July 11, 2013

Nick O'Donoghue  
Superintendent of Meters Services  
City of Bloomington  
603 W. Division Street  
Bloomington, IL 61701

Dear Mr. O'Donoghue:

I am writing this letter at the request of our distributor in Northern Illinois, Ferguson Water Works. Ferguson is the sole authorized distributor for Neptune Water Meter products in the county of Mclean. We have a long-standing relationship with Ferguson and they have been our authorized distributor for well over 10 years.

As our sole distributor, Ferguson represents the sale of our metering and meter reading products for the counties referenced above. They maintain a substantial inventory of product and the necessary parts, which enables them to meet the needs of the water community in those counties.

Thank you for your interest in Neptune.

Sincerely,

Craig Adams  
District Manager  
Neptune Technology Group, Inc  
630|677|0831

## LIMITED SOURCE JUSTIFICATION

(Requester completes Section A and B)

### **SECTION A –LIMITED SOURCE PURCHASE:**

Complete if a purchase is \$3,000 or over and due to reasons of previous capital investment, improved public service, long-term operational need, security, patents, copyrights, critical need for responsiveness, proximity, Federal, State or other regulations, necessary replacement parts and/or compatibility, warranty, this procurement justifies a limited source exemption.

Vendor Name & #:  
Ferguson Water Works

Amount:\$500,000

Date:  
7/6/2016

Description of item/service: Water Meters and Water Meter Accessories

Justification- Explain why this vendor is the only vendor that can perform this work:

For at least 25 years, the City has standardized upon the Neptune brand of water meter. Neptune Technology Group Inc. has been manufacturing water meter for over 120 years. The City has standardized on the Neptune brand due to the reliability, technological innovation, product support, backward compatibility, and reading accuracy.

Ferguson Water Works is the authorized Neptune water meter supplier for this area.

**SECTION B - REQUESTER CERTIFICATION:** By submitting this request, I attest that the above justification/information is accurate and complete to the best of my knowledge and that I have no personal or business interests relative to this request.



(Name and Signature of Department Head)



Date

### **SECTION C –TO BE COMPLETED BY PROCUREMENT OFFICE:**

Based on the information provided in Section A and attached supporting documents, I concur  / do not concur  (see below) with purchase to be a Limited Source.

Do not concur for the following reason(s):

\_\_\_\_\_  
Name and Signature of Purchasing Agent or Designee

\_\_\_\_\_  
Date



## CONSENT AGENDA ITEM NO. 7I

FOR COUNCIL: July 11, 2016

**SUBJECT:** Consideration of approving an Ordinance approving a Petition from Shannon Patterson, for a Final Plat for Wilder Subdivision 2<sup>nd</sup> Addition located North of Ireland Grove Road and west of Mercer Avenue.

**RECOMMENDATION/MOTION:** That the Ordinance be approved for the Final Plat, and authorize the Mayor and City Clerk to execute the necessary documents.

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

**STRATEGIC PLAN SIGNIFICANCE:** Objective 3.a Retention and growth of current local businesses

### **BACKGROUND:**

The subject final plat qualifies for the expedited final plat process set forth in Chapter 24, Section 3.5.6 of Bloomington City Code.

This final plat consists of two lots (2.967 acres) located north of Ireland Grove Road and west of Mercer Avenue. The subject property is Lot 1 of Wilder Subdivision, 1<sup>st</sup> Addition, approved by Council on September 8, 2007.

The ordinance approving the First Addition waived all adjacent street dedication and improvement obligations, as well as allowing the Petitioner to pay a fee in lieu of stormwater detention. City records indicate a fee was paid for Lot 2 of the First Addition, however, no records were found of a fee being paid for Lot 1, the subject property. In the nearly 20 years since the First Addition, there have been many complaints about stormwater in the areas nearby. Since no detention fee was paid for the subject property, any future improvements will be subject to current detention requirements.

Lot 4 of the subject property will not have access unless a curb cut is made for Lot 4. As a result, the City has asked that a new curb cut be installed for the new lot in exchange for a removal of a curb cut for lot 3 of the subject property.

Additionally, depending on the parking layout and future businesses, there may need to be a parking agreement between the properties to provide a sufficient number of parking spots for each business.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Shannon Patterson.

**FINANCIAL IMPACT:** None. All survey and plat costs were paid by Shannon Patterson. The application fee for this two lot expedited final plat was \$110.00.



Respectfully submitted for Council consideration.

Prepared by: Anthony J. Meizelis P.E., Civil Engineer I

Reviewed by: Kevin Kothe P.E., City Engineer

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

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

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Attachment 1 - Petition
- Attachment 2 - Ordinance
- Attachment 3 - Exhibit A: Legal Description
- Attachment 4 - School District Certificate
- Attachment 5 - County Clerk’s Certificate
- Attachment 6 - Owner’s Certificate
- Attachment 7 - Drainage Statement
- Attachment 8 - Final Plat Checklist
- Attachment 9 - Council Map and Final Plat
- Attachment 10 - Tap on memo

Motion: That the Ordinance be approved for the Final Plat, 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			

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

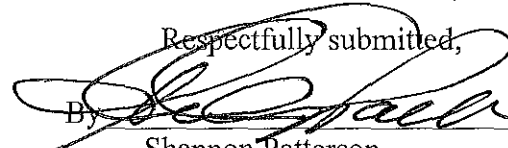
Now come(s)

Shannon Patterson

hereinafter referred to as your petitioner(s), respectfully representing and requesting as follows:

1. That your petitioner(s) is (are) the owner(s) of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit(s) A which is 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 Second Addition to Wilder Subdivision
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: None

WHEREFORE, your petitioner(s) respectfully pray(s) that said Final Plat for the Second Addition to Wilder Subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,  
By   
Shannon Patterson

**ORDINANCE NO. 2016 - \_\_\_\_\_**

**AN ORDINANCE APPROVING THE FINAL PLAT OF WILDER SUBDIVISION, 2<sup>ND</sup> ADDITION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of Wilder Subdivision, Second Addition, legally described in Exhibit A, 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 except for said requested exemptions and/or variations; and

WHEREFORE, said exemptions and/or variations are reasonable and in keeping with the intent of the Land Subdivision Code, Chapter 24 of the Bloomington City Code-1960, as amended.

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

1. That the Final Plat of the Wilder Subdivision, 2<sup>nd</sup> Addition, and any and all requested exemptions and/or variations be, and the same is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage this 11th of July, 2016.

PASSED THIS 11<sup>th</sup> DAY OF JULY, 2016.  
APPROVED THIS \_\_\_ DAY OF JULY 2016.

**CITY OF BLOOMINGTON**

**ATTEST**

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

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

**APPROVED AS TO FORM**

\_\_\_\_\_  
Jeffrey R. Jurgens, Corporate Counsel

## LIMITED SOURCE JUSTIFICATION

(Requester completes Section A and B)

### **SECTION A –LIMITED SOURCE PURCHASE:**

Complete if a purchase is \$3,000 or over and due to reasons of previous capital investment, improved public service, long-term operational need, security, patents, copyrights, critical need for responsiveness, proximity, Federal, State or other regulations, necessary replacement parts and/or compatibility, warranty, this procurement justifies a limited source exemption.

Vendor Name & #:  
Ferguson Water Works

Amount:\$500,000

Date:  
7/6/2016

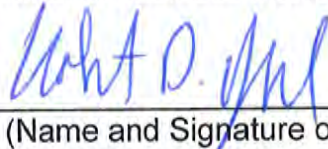
Description of item/service: Water Meters and Water Meter Accessories

Justification- Explain why this vendor is the only vendor that can perform this work:

For at least 25 years, the City has standardized upon the Neptune brand of water meter. Neptune Technology Group Inc. has been manufacturing water meter for over 120 years. The City has standardized on the Neptune brand due to the reliability, technological innovation, product support, backward compatibility, and reading accuracy.

Ferguson Water Works is the authorized Neptune water meter supplier for this area.

**SECTION B - REQUESTER CERTIFICATION:** By submitting this request, I attest that the above justification/information is accurate and complete to the best of my knowledge and that I have no personal or business interests relative to this request.



(Name and Signature of Department Head)



Date

### **SECTION C –TO BE COMPLETED BY PROCUREMENT OFFICE:**

Based on the information provided in Section A and attached supporting documents, I concur  / do not concur  (see below) with purchase to be a Limited Source.

Do not concur for the following reason(s):

\_\_\_\_\_  
Name and Signature of Purchasing Agent or Designee

\_\_\_\_\_  
Date

Exhibit A

Lot 1 in the First Addition to Wilder Subdivision, according to the plat thereof recorded October 3, 1997 as Document No. 1997-24552 in the McLean County Recorder's Office, City of Bloomington, McLean County, Illinois.



**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 8 day of June, 2016, 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.

21-10-481-009

Kathy Michael  
County Clerk, McLean County, Illinois




**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 Second Addition to Wilder 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 “Second Addition to Wilder” Subdivision to the City of Bloomington, McLean County, Illinois as laid off in lots and streets by Brent Bazan, Registered Illinois Land Surveyor Number 3715; 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 this

31 day of May, 2014

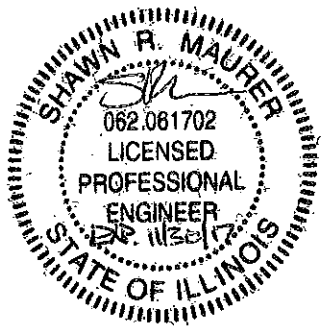
  
Shannon Patterson, Owner

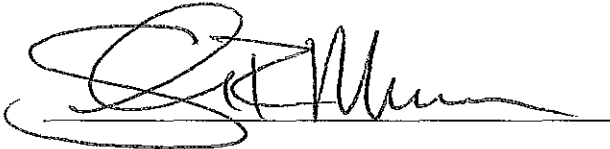
\*where dedication is required under Section 3.5.

DRAINAGE STATEMENT

I, Shawn Maurer, Registered Professional Engineer, and Shannon Patterson, being the owner of the premises heretofore platted by Brent A. Bazan, Illinois Professional Land Surveyor No. 3715, to be and become the "Second Addition to Wilder Subdivision", in the City of Bloomington, McLean County, Illinois, do hereby state that to the best of their knowledge and belief, the drainage of surface waters will not be changed by the construction of said Subdivision or any part thereof; or that if such surface waters drainage will be changed, reasonable provision has been made for collection and diversion of such surface waters into public areas or drains which the Subdivider has a right to use and that such 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 Subdivision.

I further state that no lots are within the Special Flood Hazard Area, as identified by the Federal Emergency Management Agency.





Registered Professional Engineer No. 061702

OWNER:

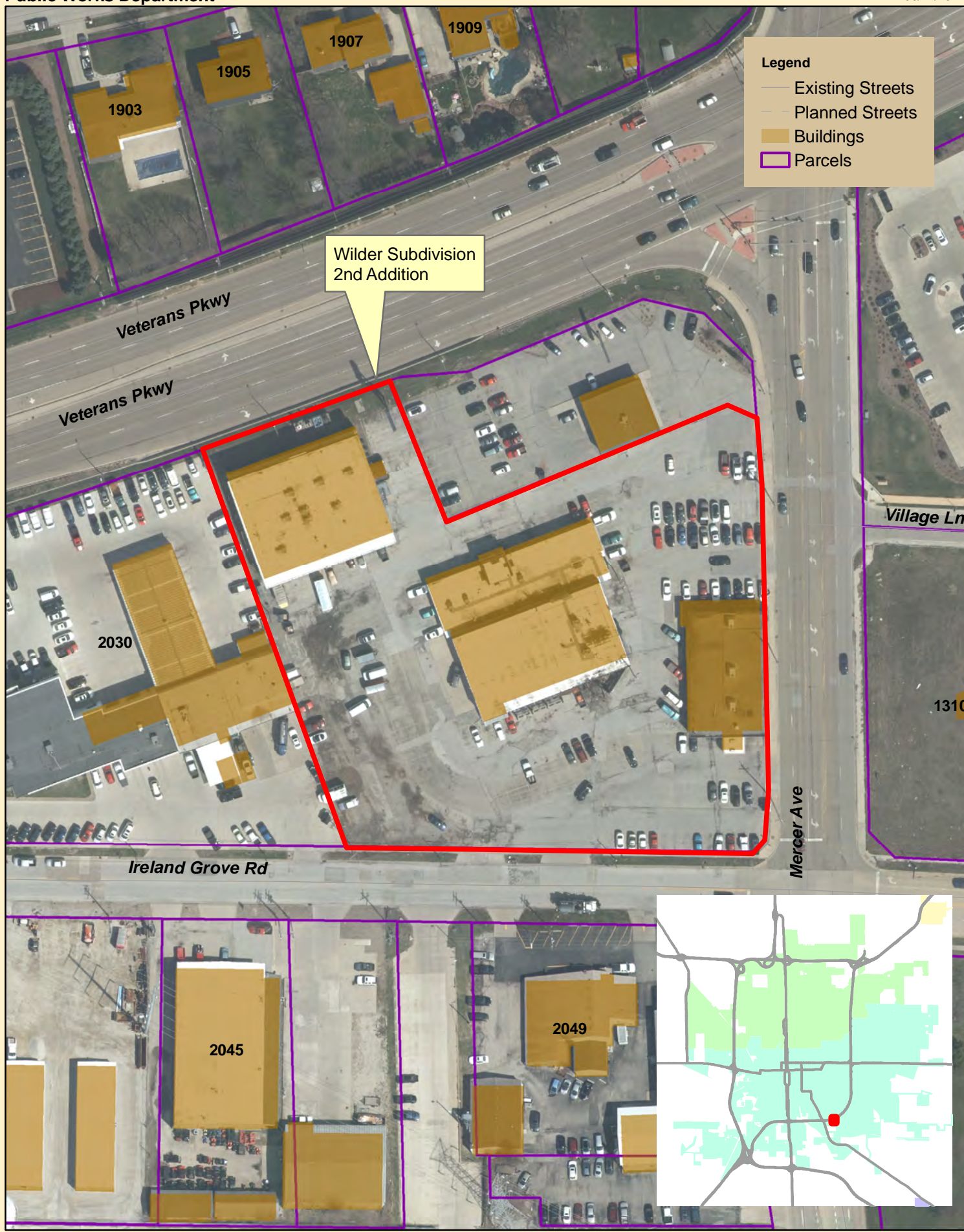




## WILDER SUBDIVISION 2ND ADDITION - FINAL PLAT CHECKLIST

Date Prepared: 03/14/2016

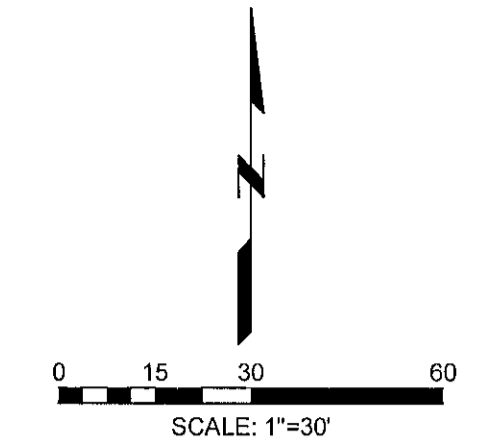
Shown on Final Plat:		Initial
	Easements shown for all public improvements	TJM
	City Engineer's Signature Block	TJM
	Clerk's Signature Block	TJM
	Areas or facilities to be dedicated to the public	N/A
	Railroad Right of Ways	N/A
	Subdivision Boundaries	TJM
	References to nearest street lines, Township, 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	TJM
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	N/A
	Retains the design characteristics of approved public improvement engineering plans and specifications.	N/A
	Final Plat is signed by IL licensed surveyor	TJM
	Plans for all public improvements approved by Public Works	N/A





# SECOND ADDITION TO WILDER SUBDIVISION

PART OF SE 1/4 SECTION 10, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN  
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS



### LEGEND

- EX EXISTING MONUMENT
- SET MONUMENT SET THIS SURVEY
- IRON ROD
- x MAG NAIL
- (M) MEASURED DISTANCE
- (P) PLAT DISTANCE FROM FIRST ADDITION TO WILDER SUBDIVISION
- UTILITY EASEMENT LINE
- NO-ACCESS STRIP

### SURVEYOR'S DECLARATION

The following described property has been surveyed and platted under my direction:

Lot 1 in the First Addition to Wilder Subdivision, according to the plat thereof recorded October 3, 1997 as Document No. 1997-24552 in the McLean County Recorder's Office, City of Bloomington, McLean County, Illinois.

This property contains 2.967 acres and has been subdivided into 2 lots, numbered 3 and 4 and the easements as shown. Said Subdivision is to be known as "Second Addition to Wilder Subdivision" in the City of Bloomington, McLean County, Illinois.

This Subdivision lies within Zone X (Areas Determined to be Outside the 0.2% Annual Chance Floodplain) according to the Federal Emergency Management Agency's Flood Insurance Rate Map for McLean County, Illinois, Map No. 17113C0504 E, Community No. 170490 revised July 16, 2006.

Witness my hand and seal this 20th day of May, 2016.

FARNSWORTH GROUP, INC.  
2709 MCGRAW DRIVE  
BLOOMINGTON, IL 61704

By: *Brent A. Bazan*  
Brent A. Bazan  
Professional Land Surveyor No. 3715



DATE: 5-20-16  
EXP. DATE: 11-30-2016  
DESIGN FIRM REGISTRATION NO. 184-001856

### Note:

P.I.N. 21-10-481-009

### CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF McLEAN )

I, \_\_\_\_\_, City Clerk of the City of Bloomington, Illinois, do hereby certify that the foregoing is a true and complete copy of an original "Second Addition to Wilder Subdivision", presented, passed and approved at a regular meeting of said City Council, held on the \_\_\_\_\_ Day of \_\_\_\_\_, 2016, by an affirmative vote of the majority of all members of 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 \_\_\_\_\_, 2016.

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

### CITY ENGINEER'S CERTIFICATE

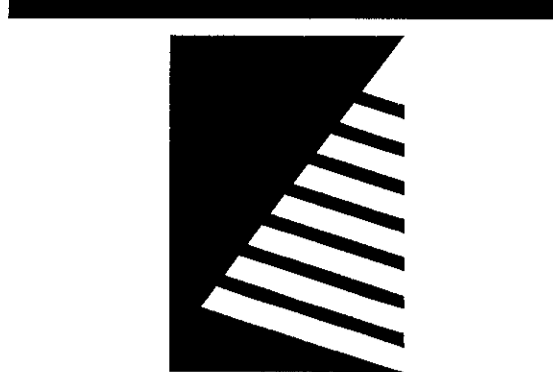
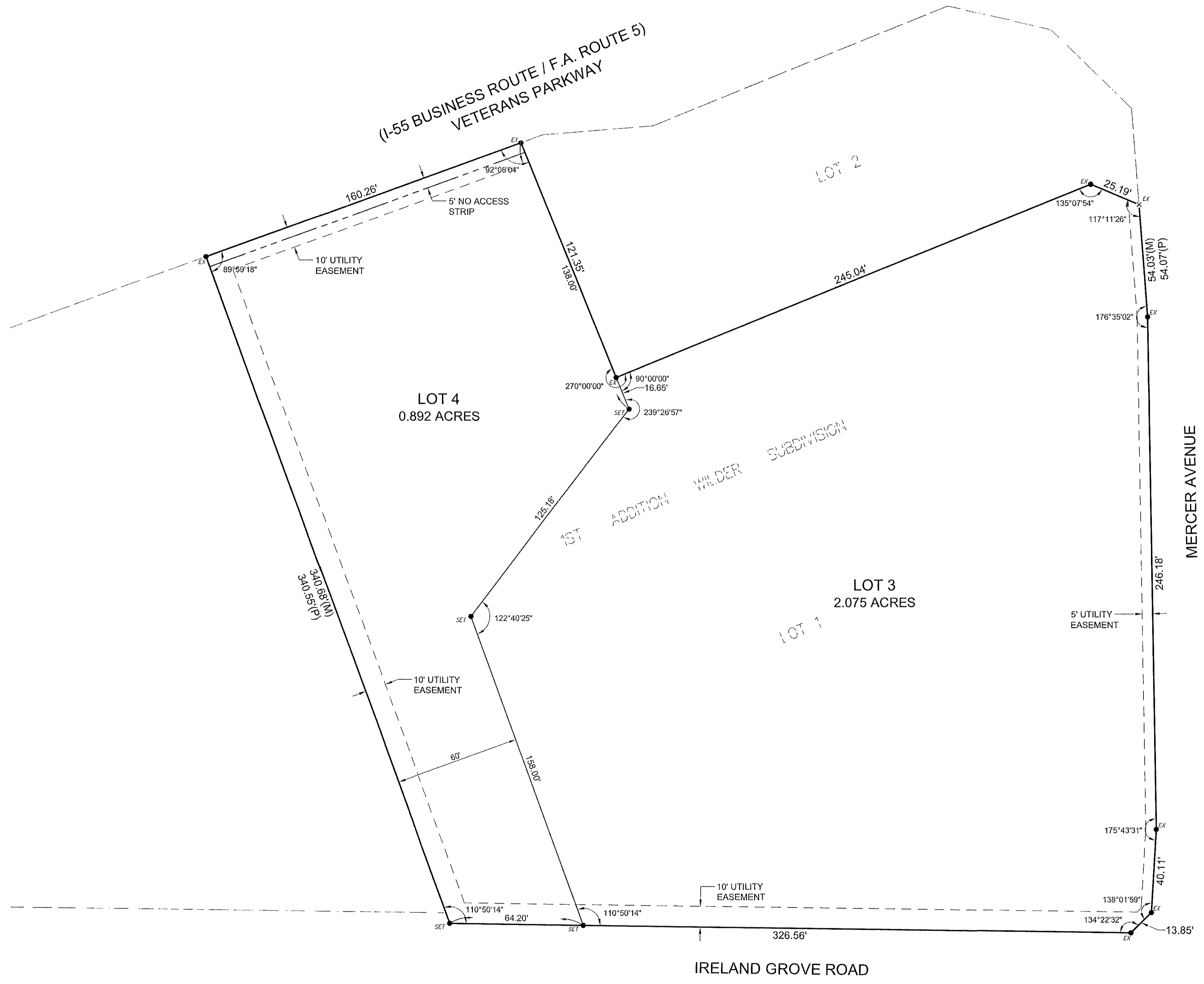
STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF McLEAN )

I, \_\_\_\_\_, City Engineer for the City of Bloomington, hereby certify that the land improvements described in the annexed plat and the plans and specification therefor meet the minimum requirements for said City of Bloomington outlined in Chapter 24 of the Bloomington City code.

Dated at Bloomington, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
City Engineer  
Bloomington, Illinois

OWNER:  
Shannon Patterson  
1305 S. Mercer Ave.  
Bloomington, IL, 61704  
(309) 531-3195



**Farnsworth**  
GROUP

2709 MCGRAW DRIVE  
BLOOMINGTON, ILLINOIS 61704  
(309) 663-8435 / info@f-w.com

www.f-w.com  
Engineers | Architects | Surveyors | Scientists

ISSUE:  
# Date: Description:

PROJECT:  
**SECOND ADDITION TO WILDER SUBDIVISION**

BLOOMINGTON, ILLINOIS

Date: 05-20-16

Design/Drawn: DJM

Reviewed: -

Book No.: 3187/46 Field: 3/2/16

Project No.: 0160254.00

SHEET TITLE:

**FINAL PLAT**

SHEET NUMBER:

**1**

**MEMORANDUM**

June 27, 2016

TO: Cherry Lawson, City Clerk  
FROM: Anthony Meizelis, Civil Engineer I  
RE: Wilder Subdivision 2nd Addition  
Performance Guarantees and Tap-On Fees

The following are the Performance Guarantee and Tap On fees required from the developer before releasing for recording: **Wilder Subdivision 2<sup>nd</sup> Addition** approved by City Council on July 11, 2016.

**A. Performance Guarantee:**

110% of incomplete public improvement construction costs:	\$ 0
10% of all completed public improvement construction costs:	\$ 0
Total (Amount of the bond):	\$ 0

**B: Tap-On Fees:**

The following tap on fees are due for **Wilder Subdivision 2<sup>nd</sup> Addition:**

None.

**C: Guarantee Substandard Street Improvement (10 years Bond):**

This subdivision is not adjacent to a street previously improved with public funds. Therefore, a Substandard Street Improvement fee is not required.

cc: Jim Karch, Director of Public Works  
Kevin Kothe, City Engineer  
Patti-Lynn Silva, Finance Dept.  
Jeff Jurgens, Legal Dept.  
File

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

FOR COUNCIL: July 11, 2016

**SUBJECT:** Consideration of approving an Ordinance Amending the City Code to provide the City Manager with the authority to issue Ban Notices from City property.

**RECOMMENDATION/MOTION:** That the Ordinance Amending the City Code to provide the City Manager with the authority to issue ban notices from City property, be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

**BACKGROUND:** In the event a crime or ordinance violation is committed on City property, like a public park, part of the punishment is a temporary ban from utilizing City property. City staff has been working on a policy outlining these regulations, and desire to add provisions to the City Manager's powers to clearly identify the City Manager's authority to execute banishment notices.

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

**FINANCIAL IMPACT:** There is no financial impact.

Respectfully submitted for Council consideration.

Prepared by: Angela Fyans Jimenez, Deputy Corporation Counsel

Reviewed by: Carla A. Murillo, Budget Manager

Reviewed by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales

**Attachments:**

- Ordinance



Motion: That the Ordinance Amending the City Code to provide the City Manager with the authority to issue ban notices from City property, be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

**ORDINANCE 2016 - \_\_\_\_**

**AN ORDINANCE AMENDING THE CITY CODE TO PROVIDE THE CITY  
MANAGER WITH THE AUTHORITY TO ISSUE  
BAN NOTICES FROM CITY PROPERTY**

**WHEREAS**, the City of Bloomington, McLean County, Illinois (hereinafter “City”) is an Illinois home-rule municipality; and

**WHEREAS**, the City Manager is charged with the enforcement of all laws and ordinances within the City insofar as their enforcement is within the powers of the City; and

**WHEREAS**, from time-to-time Code violations occur on City property that necessitate the individual being banned on a temporary basis from said City Property; and

**WHEREAS**, to ensure a fair and orderly process for any such banishments from City property, the City Council desires to adopt this ordinance and clarify the City Manager’s duties and powers regarding banishments from City Property.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and City Council of the City of Bloomington, McLean County, Illinois, as follows:

**SECTION 1.** The above recitals are incorporated herein by this reference as if specifically stated in full.

**SECTION 2.** A new Section 39(U) shall be added to Chapter 2 as follows:

The Manager shall have the authority to adopt regulations and implement ban notifications as such relate to City property for individuals that commit City Code violations or other criminal activity on City property. Any such banishment shall not exceed 6 months and may be appealed to an administrative hearing officer appointed by the City. A ban may be overturned in the event a conviction or default on the underlying violation is not obtained or if the individual can prove by clear and convincing evidence that the underlying Code Violation or criminal charge was not related to the public health and/or safety of others and therefore banishment from City property furthers no compelling City interest. Absent a threat of violence or individual being out of order, no banishment shall prevent an individual from attending a public meeting on City property.

**SECTION 3.** Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

**SECTION 4.** In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

**SECTION 5.** The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

**SECTION 6.** This ordinance shall be effective immediately after the date of its publication as required by law.

**SECTION 7.** This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 11<sup>th</sup> day of July, 2016.

APPROVED this      day of July, 2016.

APPROVED:

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Tari Renner  
Mayor

ATTEST:

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Cherry Lawson  
City Clerk



**REGULAR AGENDA ITEM NO. 8A**

FOR COUNCIL: July 11, 2016

**SUBJECT:** Consideration of approving an Ordinance Amending the City Code to Establish Spiller Pay Provisions for Hazardous Waste Clean-up Responses.

**RECOMMENDATION/MOTION:** That Council approve an Ordinance Amending the City Code to Establish Spiller Pay Provisions for Hazardous Waste Clean-up Responses, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

**BACKGROUND:** Currently the City of Bloomington does not have a “Spiller Pays” Ordinance for Hazardous Materials in the Municipal Code. This new ordinance codifies the City’s ability and process to recover costs of mitigating a Hazardous Materials Incident. The new ordinance will provide for cost recovery from the party or parties responsible for a spill or leak of a Hazardous Material in which the Bloomington Fire Department is called to mitigate. The cost of mitigating a Hazardous Materials spill or leak can be significant in terms of equipment, supplies, personnel time, and vehicles. It should be noted that the attached recommended ordinance applies to the mitigation of a Hazardous Materials spill or release, the clean-up of the spill or release would have to be completed by a licensed clean-up company, the Bloomington Fire Department Hazardous Materials team is not licensed to complete the clean-up of the spill or release. This ordinance would cover any mitigation of a spill or release that occurs at a residential occupancy, commercial occupancy, industrial complex, on roadways and railway.

The Bloomington Fire Departments Hazardous Materials Team is the Hazardous Materials Team for MABAS Division 41, this ordinance is consistent with other MABAS Hazardous Materials teams. It is a common practice in the State of Illinois for public bodies to charge those responsible for the response and clean-up of hazardous waste discharge from private companies that would assist us in recovering costs should we be called to assist a fire department that is a member of MABAS Division 41 or should we be deployed by MABAS to assist with mitigation of a Hazardous Materials release or spill throughout the state.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:**

**FINANCIAL IMPACT:** The amount of revenue recovered will vary depending on the number of incidents and severity. Any revenue received will be recorded in the General Fund to offset expenses.

Respectfully submitted for Council consideration.

Prepared by: Deputy Chief Eric C. West

Reviewed by: Brian M. Mohr, Fire Chief

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:**

- A. Spillers Pay Ordinance
- B. Spillers Pay Ordinance Exhibit A

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Motion: That Council approve an Ordinance Amending the City Code to Establish Spiller Pay Provisions for Hazardous Waste Clean-up Responses, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

**ORDINANCE 2016 - \_\_\_\_**

**AN ORDINANCE AMENDING THE CITY CODE TO  
ESTABLISH SPILLER PAY PROVISIONS  
FOR HAZARDOUS WASTE CLEAN-UP RESPONSES**

**WHEREAS**, the City of Bloomington, McLean County, Illinois (hereinafter “City”) is an Illinois home-rule municipality; and

**WHEREAS**, the City Fire Department operates and manages a hazardous response unit; and

**WHEREAS**, from time-to-time the hazardous response unit is required to respond to private calls regarding the discharge of hazardous substances; and

**WHEREAS**, any response to of the hazardous response unit to a private discharge of hazardous waste costs the City time and money; and

**WHEREAS**, it is a common practice in the State of Illinois for public bodies to charge those responsible for the response and clean-up of hazardous waste discharge from private companies.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and City Council of the City of Bloomington, McLean County, Illinois, as follows:

**SECTION 1.** The above recitals are incorporated herein by this reference as if specifically stated in full.

**SECTION 2.** A new Article VI to Chapter 17 shall be added as set forth in Exhibit A.

**SECTION 3.** Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

**SECTION 4.** In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

**SECTION 5.** The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

**SECTION 6.** This ordinance shall be effective immediately after the date of its publication as required by law.

**SECTION 7.** This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this \_\_\_ day of \_\_\_\_\_, 2016.

APPROVED this \_\_\_ day of \_\_\_\_\_, 2016.

APPROVED:

---

Tari Renner  
Mayor

ATTEST:

---

Cherry L. Lawson  
City Clerk



## EXHIBIT A

### ARTICLE VI – HAZARDOUS WASTE SPILLER PAY REQUIREMENTS

**Section 110. Definitions.** As used in this Chapter, the following words shall have the meaning shown in this Section:

(A) **Costs:** All expenses incurred by the City of Bloomington (“City”) or any of the public agency assisting the City Bloomington, as a result of any removal or remedial action.

(B) **Emergency Response Agency:** A unit of local government, volunteer agency, or others support agency including licensed hazardous waste contractors that provide one or more of the following services: (1) firefighting services; (2) emergency medical services; (3) emergency medical treatment or transportation; (4) hazardous materials response teams; (5) emergency service, disaster response, or civil defense services; (6) public works or maintenance; (7) police agencies (federal, state, or local) or (8) remediation, mitigation, or disposal of hazardous materials by hazardous waste contractor.

(C) **Facility:** Any building, structure, installation, equipment, pipe or pipe line, including, but not limited to, any pipe into a sewer or publicly-owned treatment works, well, pond, lagoon, impoundment, ditch, landfill, storage container, tank, motor vehicle, truck trailer, rolling stock or aircraft. Also any site or area where hazardous material has been deposited, stored, disposed of, abandoned or otherwise come to be located.

(D) **Hazardous Materials:** Any material, substance or mixture of materials or substances which are toxic, flammable, corrosive, explosive, carcinogenic or radioactive, including, but not limited to, any substance or material which is designated as hazardous material, pursuant to the "Hazardous Material Transportation Act" (49 USCA, Section 1801, et. seq.) in a quantity and form which may pose as substantial present or potential hazard to human health, property or the environment when improperly released, treated, stored, transported, disposed of or otherwise managed.

(E) **Materials Incident:** A situation involving an actual, suspected, or possible hazardous material for which the City of Bloomington Fire Department or other emergency response agency must respond in order to ensure the safety of personnel or property

(F) **Mutual Aid:** Any action taken by the City of Bloomington or any other public agency, pursuant to an Intergovernmental Agreement, including, but not limited to any agreement that is part of the Mutual Aid Box Alarm System.

(G) **Person:** Any individual, business, firm, partnership, corporation, association, trust, estate, joint venture, or other legal entity, or their legal representative, each of their assign.

(H) **Release:** Any spilling, leaking, pumping, pouring, emitting, escaping, emptying, discharging, injecting, leaching, dumping or disposing of a hazardous material into or on any

land, air, water, well, stream, sewer or pipe so that such hazardous material or any constituent thereof may enter the environment.

(I) Remedial Action: Any action consistent with permanent remedy taken instead of, or in addition to, removal actions in the event of a release or threatened release of a hazardous material into the environment, to prevent or minimize the releases of hazardous materials so that they do not migrate to cause a substantial present or potential hazard to human health, property or the environment. The term includes, but is not limited to, such actions at the location of the release as storage, isolation, confinement, perimeter protection using dikes, trenches or ditches, clay cover, neutralization, cleanup of released diversion, destruction, segregation of reactive wastes, repair or replacement of leaking containers collection of leachate and runoff, on-site treatment or incineration, provision of alternate water supplies and any monitoring reasonably required to assure that such actions protect the public health and welfare and the environment.

(J) Removal: The cleanup or removal of released hazardous materials from the environment, such actions as may be necessary or appropriate to monitor, assess and evaluate the release or threat of release of hazardous materials, the disposal of removed material or the taking of such action as may be necessary to prevent, minimize or mitigate damage to the public health or welfare of the environment. The term includes, but is not limited to, security, fencing, and provision of alternative water supplies and temporary evacuation of threatened individuals.

(K) Response: Any removal or remedial action to a materials incident or other incident.

**Section 111. Prohibited Acts.** No person shall cause, threaten or allow the release of hazardous materials into the environment unless such release is in accordance with an appropriate permit granted by the Illinois Environmental Protection Agency or other State or Federal agency having primary jurisdiction over the release and such release is in such place and manner as will not create a substantial present or potential hazard to human health, property or the environment.

**Section 112. Response Authority.**

(A) The Fire Chief of the City of Bloomington or his authorized representative shall have authority to respond to any release or threatened release of hazardous materials within the territory of the City of Bloomington or affecting the public water supply, wells or sewage treatment works located or servicing the City of Bloomington or pursuant to any lawful intergovernmental agreement of which the City of Bloomington is a party. This authority includes, but is not limited to, remedial action and removal.

(B) The Fire Chief shall have primary authority to respond to any release or threatened release of hazardous materials as described above. The Fire Chief shall report any release or threatened release of hazardous materials to all appropriate Federal, State, and local public health, safety, and emergency agencies within twenty-four (24) hours of any substantial release of hazardous materials. The Fire Chief shall relinquish their response authority at such time, if any, as the federal, state or local public health, safety or emergency agency having primary jurisdiction over the release or threatened release has assumed responsibility for response to the release or threatened release.

(C) The Fire Chief, during such time as response authority is vested in him, shall be authorized to utilize all Fire Department personnel and equipment and he may, in his sole discretion, take such remedial or removal action as he may deem necessary or appropriate to respond to the release or threatened release of hazardous material including the use of material and in accordance with any Mutual Aid Box Alarm System (“MABAS”) agreements.

(D) All responding personnel shall cooperate with and operate under the direction of the Fire Chief or other person then exercising response authority under this Article until such time as the person exercising such response authority has determined that the response is complete or responsibility for response is assumed by the Federal, State or local public health, safety or emergency agency having primary jurisdiction over the release or threatened release.

(E) The person exercising response authority under this Article shall coordinate and/or cooperate with other Federal, State or local public health, safety or emergency agencies involved in response to the release or threatened release of hazardous materials.

**Section 113. Liability for Costs.** Notwithstanding any other provision or rule of law, and subject only to the defenses set forth in this Article, the following persons shall be jointly and severally liable for all costs of removal and remedial action incurred by the City of Bloomington, as a result of a release or threatened release of a hazardous material:

1. The owner and operator of a facility or vessel from which there is a release or substantial threat of release of hazardous material.
2. Any person who, at the time of disposal, transport, storage or treatment of a hazardous material, owned or operated the facility or vessel used for such disposal, transport, treatment or storage from which there was a release or substantial threat of a release of any such hazardous material.
3. Any person who by contract agreement, or otherwise has arranged with another party or entity for transport, storage, disposal or treatment of hazardous materials owned, controlled or possessed by such person at a facility owned or operated by another party or entity from which facility there is a release or substantial threat of a release of such hazardous materials.
4. Any person who accepts or accepted any hazardous materials for transport to disposal, storage, or treatment facilities from which there is a release or a substantial threat of release of such hazardous substances.

Costs for the remediation action shall be billed by the City within 45 days after the remediation activity. Payment for the costs billed shall be due back to the City within 30 days after issuance of the bill from the City.

**Section 114. Defenses.** There shall be no liability under this Article for a person otherwise liable who can establish by a preponderance of the evidence that the release or substantial threat of release of a hazardous material and the damages resulting in accordance with any of the permitted defenses enumerated in 415 ILCS 5/22.2 except for the exception listed in 415 ILCS 22.2 (j)(i)(c).

## **Section 115. Costs and Penalties.**

(A) Any person who is liable for the release or threatened release of a hazardous material who fails without sufficient cause to pay for or provide removal or remedial action upon or in accordance with a notice and request of the City of Bloomington, or in accordance with any order of any court having jurisdiction on the matter, shall be liable to the City of Bloomington for any costs incurred by the City of Bloomington as a result of such failure to provide or take such removal or remedial action, together with the cost of any removal or remedial action taken by the City of Bloomington in accordance with this Article, and all attorneys' fees and related legal costs incurred in connection therewith.

(B) In addition, any such person shall be guilty of a violation of this Article and shall be fined not less than One Hundred Dollars (\$100.00), nor more than One Thousand Dollars (\$1,000.00) for each offense. A separate offense shall be deemed committed for each day on which a violation occurs or continues. Where such violation is found to be the result of willful and/or wanton conduct or gross negligence, or the person committing such violation attempts to evade responsibility hereunder by leaving the scene of the occurrence or by other means, that person shall be subject to a fine as provided for above or a fine in an amount equal to three times the costs, including attorneys' fees and legal costs for which it is liable under this Article, whichever is greater.

(C) Charges for removal or remedial action when rendered by the City of Bloomington or any other agency rendering mutual aid shall be as follows:

1. The reasonable cost of each vehicle responding as determined by the responding agency, but in no case less than One Hundred Fifty Dollars (\$150.00) per hour per vehicle; and
2. The cost of all personnel, including any overtime cost to the City of Bloomington or to any responding agency incurred as a result of the removal or remedial action, but in no case less than \$40.00 per hour; and
3. The cost of all materials and equipment used, expended, depleted, destroyed or remove from service in accordance with Federal, State or local ordinance, as a result of the mitigation or containment operations if or at the request of the City of Bloomington or any responding agency; and
4. The costs of service and/or goods provided by a private or public entity which are used, expended, depleted, or destroyed as a result of the response.



**REGULAR AGENDA ITEM NO. 8B**

FOR COUNCIL: July 11, 2016

**SUBJECT:** Consideration of approving awarding the Request for Proposal (RFP# 2017-09) submitted by Commerce Bank for Taxable Capital Lease.

**RECOMMENDATION/MOTION:** That the RFP for Taxable Capital Lease be awarded to Commerce Bank in the amount of \$3.982 million, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

**STRATEGIC PLAN SIGNIFICANCE:** Complying with the City's budget or annual financial plan is a literal interpretation of all goals in the Strategic Plan.

**BACKGROUND:** In 2011, the City began replacing its aging inventory on a rolling basis utilizing capital lease financing. A diverse range of equipment, vehicles and minor capital projects used to provide services to residents across the City can move forward in a cost effective way. The City has been successful in obtaining low interest rates by soliciting each capital lease. The total outstanding capital lease principal is \$5,523,825. (Please see exhibit 2 for breakout.)

The FY 2016 budget was adopted with purchasing capital equipment, vehicles and capital projects through our capital lease program. The lease will be executed upon approval of the memo and proceeds and expenditures will be in the FY 2016 budget. Please note that all of these assets have already been purchased and the executed capital lease will reimburse spent funds, leaving the annual debt service in its place. The capital lease program issues a five or ten year lease based on the useful life of an asset being financed

A RFP was issued on March 26, 2016 and one (1) qualified response was received listed below:

<b>Bidders</b>	<b>5 Year Interest Rate</b>	<b>10 Year Interest Rate</b>	<b>Estimated Interest</b>
Commerce Bank	2.15%	2.75%	\$386,748.81

The City recommends executing with Commerce Bank whose proposal included all requested information including both a 5 and 10 year lease plan with fixed interest rates. In addition, this proposal by Commerce Bank provides the City flexibility to retire the debt anytime during the duration of the contract as long as it is done in whole, without any penalty.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** An RFP was published in the Pantagraph on March 26, 2016 and posted on the City's web site. Twenty (20)

financial institutions were mailed invitations to submit a proposal on the RFP. Five (5) responses were received and one was a qualified response.

**FINANCIAL IMPACT:** The estimated interest rate cost is approximately \$386,748.81. Commerce Bank indicated they would pass on interest rate savings from any short term change in interest rates to the City between the submission of the proposal and the execution of the capital lease contract. The principal and interest expenditures for this item are budgeted in FY 2016 from the following line items within each department (73401 – Principal Expense) and (73701 – Interest Expense).

Respectfully submitted for Council consideration.

Prepared by: Carla A. Murillo, Budget Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Capital Equipment List – Exhibit 1
- Capital Lease Breakout – Exhibit 2

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Motion: That the RFP for Taxable Capital Lease be awarded to Commerce Bank in the amount of \$3.982 million, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

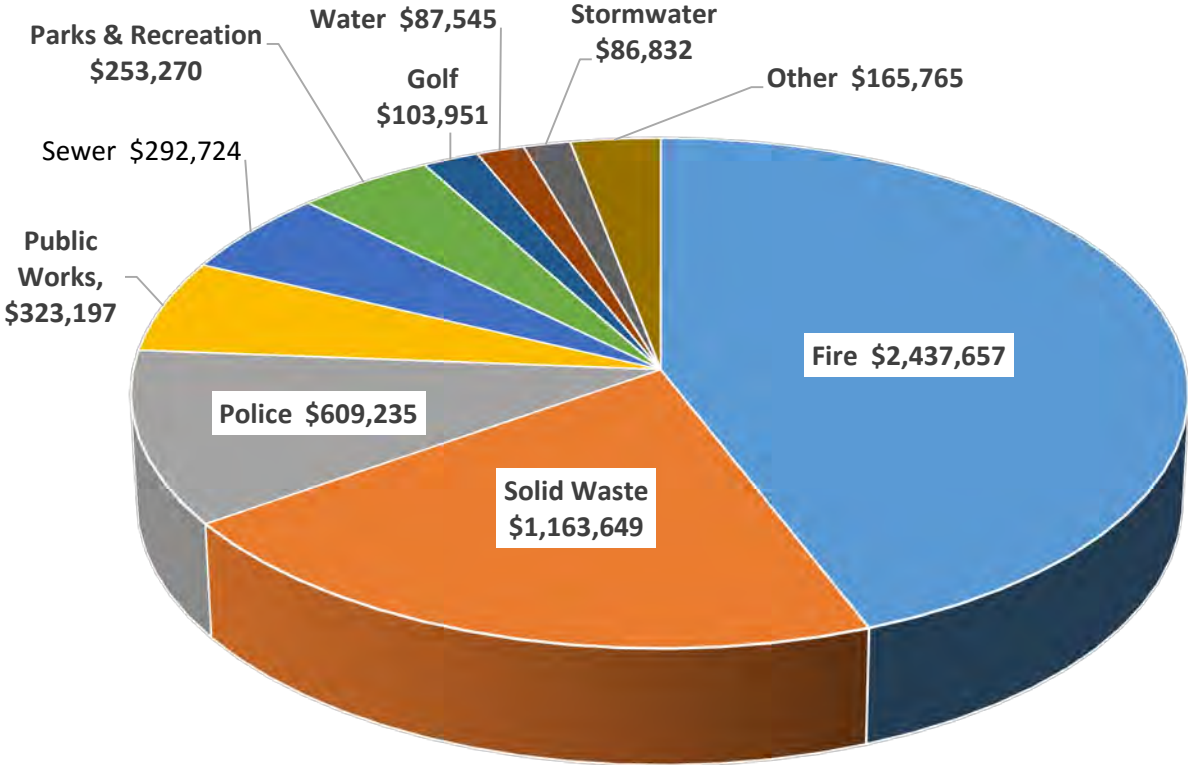
## Capital Lease Equipment List

Design to demolish City Hall Annex	\$	68,600.00
HAVCO demolition	\$	86,460.45
Coliseum -Building Automation System	\$	296,830.00
Fixed Asset replacements - servers, City's firewall, network hardware, data storage devices, software, security cameras etc.	\$	283,695.28
Cardiac Monitor/Defibrillator	\$	29,103.07
Oxygen Cylinder Fill Stations (3)	\$	14,770.00
2016 Ford Utility Police Interceptor	\$	34,352.00
2016 Kawasaki Mule utility vehicle	\$	16,000.00
Caterpillar 430FIT Backhoe	\$	160,692.00
International Dump Truck - Water T&D	\$	161,589.00
Dodge Grand Caravan	\$	19,985.00
Ford F350	\$	38,734.00
Ford F550	\$	61,121.00
Chevrolet Silverado Truck	\$	21,011.00
Ford F550 with Aries TV system - Camera Truck	\$	179,104.00
International Dump Truck - Solid Waste	\$	159,640.00
Rear Loading Solid Waste truck	\$	158,664.00
Komatsu Front Loader	\$	188,225.00
Rough mower	\$	51,852.57
<b>5 Year Lease Total</b>	<b>\$</b>	<b>2,030,428.37</b>
Vehicle exhaust systems at Station #2 & #6	\$	118,605.00
Route 66 Trail design & construction	\$	50,633.67
Lincoln Garage repairs	\$	245,265.00
Coliseum - replace video system	\$	1,389,605.35
Coliseum - replace Point of Sale system	\$	147,030.00
<b>10 Year Lease Total</b>	<b>\$</b>	<b>1,951,139.02</b>
<b>TOTAL</b>	<b>\$</b>	<b>3,981,567.39</b>



Exhibit 2

### Outstanding Capital Lease Principal \$5,523,824.71



Other is comprised of Coliseum (\$71,347.97), Facility Maintenance (\$40,107.46), BCPA (\$38,022.53), Information Services (\$12,063.72) and Community Development (\$4,223.07).

Does not include two Public Building Commission leases.



CITY OF  
*Bloomington* ILLINOIS  
REGULAR AGENDA ITEM NO. 8C

FOR COUNCIL: July 11, 2016

**SUBJECT:** Consideration of approving an Engineering services agreement with Lochmueller Group, Inc. (as per RFQ 2016-04) for an Intersection Feasibility Study to evaluate options to improve traffic safety and efficiency at the intersection of Washington Street with Euclid Avenue and Brown Street.

**RECOMMENDATION/MOTION:** That Council approves the Engineering Services Agreement in the amount of \$34,565.95 with Lochmueller Group, and authorize the City Manager and City Clerk to execute the necessary documents.

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

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

**BACKGROUND:** Improving the intersection of Washington Street at Euclid Avenue and Brown Street has been considered by City staff for a number of years. About 10,000 vehicles use this intersection daily and it is a location that has a history of traffic congestion and crashes. There have been 31 crashes resulting in 14 injuries at this intersection in the last 5 years. Previously, the best method used to solve these issues was assumed to be the realignment of Euclid Avenue. Other solutions may or may not be more cost effective and/or efficient for traffic. This Intersection Feasibility Study will study the existing constraints, possible solutions, and provide a recommended improvement.

The work that will be done to provide this recommendation will include traffic counts, the study of improvement alternatives, public outreach, writing the body of the report, creating exhibits, and estimating project costs. Cost estimates for three alternatives will be performed. The alternatives will include a traffic signal, a round-about, and another alternative to be determined during the study. This information will guide City staff and the City Council in making decisions for further planning of this intersection. This report will be provided to the City by April 30, 2017.

Through Resolution 16-10, the City Council approved a list of pre-qualified vendors for engineering, architectural, and land surveying services. Resolution 16-10 established seven categories of such services and identified qualified vendors to provide such services in each category. City staff reviewed the four firms under the Traffic category and determined Lochmueller Group to be the most qualified to do the work. Lochmueller Group was selected for this project based on their experience with traffic modeling and planning intersection configurations.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** None

**FINANCIAL IMPACT:** The funds for the engineering services agreement are included in the FY 2017 Capital Improvement Projects – Engineering Services account (40100100-70050). The cost of this work (\$34,565.95) is under budget for this project (\$40,000 budgeted) and sufficient funds are in the Capital Improvement Projects fund. Stakeholders can locate this in the FY 2017 Budget Book titled “Other Funds & Capital Improvement Program” on pages 84, 87 and 301.

Respectfully submitted for Council consideration.

Prepared by: Luke Thoele, PE, Civil Engineer II

Reviewed by: Kevin Kothe, City Engineer

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:**

- City of Bloomington Contract with Lochmueller Group, Inc. for Professional Services for Intersection Study at Washington and Euclid/Brown

Motion: That Council approves the Engineering Services Agreement in the amount of \$34,565.95 with Lochmueller Group, and authorize the City Manager and City Clerk to execute the necessary documents.

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

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

**CITY OF BLOOMINGTON CONTRACT WITH  
FOR PROFESSIONAL SERVICES FOR**

**THIS AGREEMENT**, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016, is between the City of Bloomington (hereinafter "CITY") and \_\_\_\_\_ (hereinafter "CONTRACTOR").

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

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

**Section 2. Description of Services.** CONTRACTOR shall provide the services/work identified on Exhibit A.

**Section 3. Payment.** For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR one of the following:

\_\_\_ A flat fee of \$ \_\_\_\_\_ as set forth in the payment terms attached as Exhibit B.

\_\_\_ Fees as set forth in the Payment Terms attached as Exhibit B.

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

**Section 5. Reuse of Documents.** All documents including reports, drawings, specifications, and electronic media furnished by CONTRACTOR pursuant to this Contract are instruments of CONTRACTOR'S services. Nothing herein, however, shall limit the CITY'S right to use the documents for municipal purposes, including but not limited to the CITY'S right to use the documents in an unencumbered manner for purposes of remediation, remodeling and/or construction. CONTRACTOR further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act.

**Section 6. Standard of Care.** Services performed by CONTRACTOR under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

**Section 7. Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY, its officers, officials, agents and employees from and against liability arising out of CONTRACTOR'S negligent acts, errors, or omissions in performance of services under this Contract. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force.

**Section 8. Insurance Requirements.** CONTRACTOR shall maintain an errors and omissions policy in the amount of \$2,000,000.00 and shall further maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits not less than \$2,000,000.00. Certificates of insurance shall be provided to CITY and CITY shall be named as an additional insured under the policy.

**Section 9. Representations of Vendor.** CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

**Section 10. Assignment.** Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

**Section 11. Compliance with Laws.** CONTRACTOR agrees that any and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

**Section 12. Compliance with FOIA Requirements.** CONTRACTOR further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR shall be responsible for any damages/penalties assessed to CITY for CONTRACTOR'S failure to furnish all documentation in CONTRACTOR'S possession responsive and related to a request within five (5) days after CITY issues a notice of a request.

**Section 13. Governing Law.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

**Section 14. Joint Drafting.** The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing 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 15. Attorney Fees.** In the event that any action is filed by a party in relation to this contract and the party prevails in court and obtains a court order or judgment as a result of said litigation, the non-prevailing party in the action shall pay to the prevailing party, in addition to the sums that either party may be called on to pay, a reasonable sum for the prevailing party's attorneys' fees and court costs (including expert witness fees).

**Section 16. Paragraph Headings.** The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

**Section 17. Term.** The term of this Contract shall be:

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

8ch\_ ane /#fiyear from the date of execution.

8ch\_ fwo /Sfiyears from the date of execution.

Other: \_\_\_\_\_  
\_\_\_\_\_

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

Notwithstanding anything herein, the provisions in Sections 7 and 12 shall survive termination.

**Section 18. Counterparts.** This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

By: \_\_\_\_\_  
Its City Manager

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

ATTEST:

By: \_\_\_\_\_  
City Clerk

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

**EXHIBIT A**  
**SCOPE OF SERVICES / WORK PROVIDED**



# **Addendum to Scope of Services**

City of Bloomington Public Works Department

Baseline Consultant Expectations:

## 1. Quality

- a. The Consultant shall design with constructability and ease of maintenance in mind and consult with the City to determine the required level(s) of performance and service.
- b. The quality of the construction plans shall reflect the percent complete when submitted to the City for review. All plans shall be reviewed for quality assurance / quality control prior to submittal to the City. The City will not design the project and shall resend back to the Consultant if the quality is substandard.

## 2. Customer Service / Communication

- a. During initial design phases, Consultant will discuss material decisions with the City. Material decisions shall include all major components of the project. For example, pumps, electrical controls, software, pipe materials, pavement designs, signal materials and erosion protection.
- b. Consistent communication with the Project Manager for the City is critical.
- c. Communication through email is preferred for record keeping purpose.
- d. If issues arise that prevent timelines from being met or cause additional costs in the design, it is critical that the consultant contact the city as soon as possible.
- e. Electronic files shall be provided to the City upon completion of the design.
- f. Quantity take-off and calculation sheets shall be provided for construction field inspection.

## 3. Project Management

- a. Extensive field work throughout the design is expected. An onsite "plan in hand" meeting shall be scheduled with the City during appropriate phases of the design.
- b. Consultants shall be expected to submit plans with sufficient time for City to provide an adequate review of the design. This City review time shall be built into the project schedule up front.
- c. As-built information provided from previous construction plans shall be used to supplement survey data. Comprehensive survey data collection shall be done to verify as much field information as possible.
- d. Consulting contracts shall include a timeline for completion of design. The timeline provided shall allow sufficient time for dealing with outside agencies and any public interaction.
- e. Invoices submitted to the City shall include project percent complete on billing, design and timeline progression.
- f. A monthly status report shall be provided which includes major items completed, major issues, potential extra work, change orders, out of scope issues, information required from the City and other relevant issues.

## **Addendum to Scope of Services**

City of Bloomington Public Works Department

The Public Works Department shall hold an exit project interview upon the completion of the project construction. This meeting will discuss how the Consultant has performed in each of these three areas. Unfavorable performances shall impact the Consultant's selection on future City projects.

**EXHIBIT B**  
**PAYMENT TERMS**

**PAYROLL ESCALATION TABLE  
FIXED RAISES**

FIRM NAME Lochmueller Group, Inc.  
PRIME/SUPPLEMENT Prime

DATE 06/25/16  
PTB NO. W.O. 2 - Washington St.

CONTRACT TERM 12 MONTHS  
START DATE 7/1/2016  
RAISE DATE 12/31/2016

OVERHEAD RATE 188.66%  
COMPLEXITY FACTOR 0  
% OF RAISE 3.00%

**ESCALATION PER YEAR**

7/1/2016 - 12/31/2016

1/1/2017 - 6/30/2017

[Empty Box]

[Empty Box]

[Empty Box]

6  
12

6  
12

[Empty Box]

[Empty Box]

[Empty Box]

= 50.00%

= 51.50%

= 1.0150

**The total escalation for this project would be:**

**1.50%**











**Lochmueller Group  
Bloomington Truck Policy  
Direct Costs**

<b>Traffic County</b>	<b>Phase</b>	<b>Rate</b>			<b>Direct Costs</b>	
					<b>In-house</b>	<b>Outside</b>
Travel		\$0.54	300 miles	1 trips	\$162.00	
				<b>SUB-TOTAL</b>	<b>\$162.00</b>	
<b>Stakeholder Meetings</b>						
Travel		\$0.54	300 miles	2 trip	\$324.00	
				<b>SUB-TOTAL</b>	<b>\$324.00</b>	
<b>Present to Council</b>						
Travel		\$0.54	300 miles	1 trip	\$162.00	
				<b>SUB-TOTAL</b>	<b>\$162.00</b>	
<b>DIRECT COST TOTALS</b>					<b>\$324.00</b>	



**REGULAR AGENDA ITEM NO. 8D**

FOR COUNCIL: July 11, 2016

**SUBJECT:** Consideration of adopting a Resolution approving an Engineering Services Agreement with Farnsworth Group, Inc. (as per RFQ 2016-04) for a Feasibility Study with a Recommendation of Improvement for the section of Lafayette Street from Center Street to Ash Street.

**RECOMMENDATION/MOTION:** That Council adopts a Resolution approving the Engineering Services Agreement (ESA) in the amount of \$76,548.13 with Farnsworth Group, and authorize the City Manager and City Clerk to execute the ESA, and authorize the Mayor and City Clerk to execute the Resolution.

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

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

**BACKGROUND:** Improving the section of Lafayette Street from Center Street to Ash Street has been considered by City staff for a number of years. The next logical step to advance this project is a Feasibility Study which will study the existing constraints and provide a recommended improvement.

The work that will be done to provide this recommendation will include field survey, right-of-way research, study of improvement alternatives, public outreach, stakeholder meetings, writing a report, creating exhibits, and estimating project costs. A cost/benefit analysis for plausible alternatives and the no-build alternative will be performed. This information will guide City staff and the City Council in making decisions for further planning of this roadway. This Feasibility Study is scheduled to be completed by December 19, 2016.

Through Resolution 16-10, the City Council approved a list of pre-qualified vendors for engineering, architectural, and land surveying services. Resolution 16-10 established seven categories of such services and identified qualified vendors to provide such services in each category. City staff reviewed the three firms under the Pavement category and determined Farnsworth Group to be the most qualified to do the work. Farnsworth Group was selected for this project based on their extensive experience in roadway planning. In addition, Farnsworth Group was selected for the Utility and Survey categories in Resolution 16-10. This project will have elements of each of these categories as well as Pavement.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** On June 17, 2014 and July 22, 2014 City Staff discussed this project with Mr. Dale Nafziger. On August 21, 2014 a letter to record those meetings was sent to Mr. Nafziger (Attachment 2). This letter recommended a Feasibility Study be performed to adequately plan for this potential project.

**FINANCIAL IMPACT:** The funds for the engineering services agreement are included in the FY 2017 Budget in Motor Fuel Tax (MFT) – Engineering Services account (20300300-70050). The cost of this work (\$76,548.13) is under budget for this project (\$120,000 budgeted) and sufficient funds are in the MFT Account. Stakeholders can locate this in the FY 2017 Budget Book titled “Other Funds & Capital Improvement Program” on pages 10 and 273.

Respectfully submitted for Council consideration.

Prepared by: Luke Thoele, PE, Civil Engineer II  
 Reviewed by: Kevin Kothe, City Engineer  
 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:**

- Resolution for Improvement by Municipality Under the Illinois Highway Code
- Preliminary Engineering Services Agreement For Motor Fuel Tax Funds
- Attachment 3 – August 21, 2014 letter to Dale Nafziger from Robert Yehl, Assistant City Engineer

Motion: That Council adopts a Resolution approving the Engineering Services Agreement (ESA) in the amount of \$76,548.13 with Farnsworth Group, authorize the City Manager and City Clerk to execute the ESA, and authorize the Mayor and City Clerk to execute the Resolution.

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			



BE IT RESOLVED, by the Council of the  
City of Bloomington of Bloomington Illinois  
Council or President and Board of Trustees  
City, Town or Village

that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
Lafayette Street		Center Street	Ash Street

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of a Feasibility Study for the reconstruction of Lafayette Street  
from Center Street to Ash Street.

\_\_\_\_\_ and shall be constructed \_\_\_\_\_ wide  
and be designated as Section 08-00341-00-PV

2. That there is hereby appropriated the (additional  Yes  No) sum of Seventy-six thousand five hundred  
forty-eight dollars and thirteen cents. Dollars ( \$76,548.13 ) for the  
improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract \_\_\_\_\_ ; 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 \_\_\_\_\_

Date \_\_\_\_\_

Department of Transportation

Regional Engineer \_\_\_\_\_

I, Cherry Lawson Clerk in and for the  
City of Bloomington  
City, Town or Village  
County of McLean , hereby certify the  
foregoing to be a true, perfect and complete copy of a resolution adopted  
by the Council  
Council or President and Board of Trustees  
at a meeting on July 11, 2016  
Date  
IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this  
\_\_\_\_\_ day of \_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
City, Town, or Village Clerk

Municipality City of Bloomington	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Motor Fuel Tax Funds</b>	<b>C O N S U L T A N T</b>	Name Farnsworth Group, Inc.
Township Bloomington				Address 2709 McGraw Drive
County McLean				City Bloomington
Section 08-00341-00-PV				State IL

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

**Section Description**

Name Lafayette Street Feasibility Study

Route \_\_\_\_\_ Length 0.72 Mi. 3,800 FT (Structure No. N/A )

Termini US Route 51 (Center Street) to Ash Street

**Description:**

Provide a feasibility study to determine reconstruction feasibility, logical termini, construction phasing, modes of transportation to be served and to what extent, and a cost/ benefit analysis, per the attached scope of services. (See Attachment A)

**Agreement Provisions**

**The Engineer Agrees,**

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
  - a.  Make such detailed surveys as are necessary for the preparation of detailed roadway plans
  - b.  Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
  - c.  Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
  - d.  Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - e.  Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
  - f.  Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
  - g.  Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
  - h.  Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

- i.  Assist the LA in the tabulation and interpretation of the contractors' proposals
  - j.  Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
  - k.  Prepare the Project Development Report when required by the DEPARTMENT.
  - l.  See Attachment A.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

**The LA Agrees,**

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
  - a.  A sum of money equal to \_\_\_\_\_ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
  - b.  A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	(see note)
Under \$50,000		%
		%
		%
		%
		%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

- c.  See Attachment B
2. To pay for services stipulated in Attachment A (Pavement Cores and Report) or services provided by others of the ENGINEER AGREES at actual cost of performing such work plus 5% percent to cover profit, overhead and readiness to serve – "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.



Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
  - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
  - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 204% percent incurred up to the time he is notified in writing of such abandonment -"actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 204% percent to cover profit, overhead and readiness to serve -"actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

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#### **It is Mutually Agreed,**

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

City of Bloomington of the  
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By \_\_\_\_\_

By \_\_\_\_\_

City Clerk

Title Mayor

(Seal)

Executed by the ENGINEER:

Farnsworth Group, Inc.

2709 McGraw Drive

ATTEST:

Bloomington, IL 61704

By \_\_\_\_\_

By \_\_\_\_\_

Title Principal

Title Engineering Manager

<b>Approved</b>
_____ Date
Department of Transportation
_____ Regional Engineer



**ATTACHMENT A**  
**(PROJECT SCOPE OF SERVICES)**

**City of Bloomington**  
**Lafayette Street Feasibility Study**

**Farnsworth Group, Inc.**

**SCOPE OF SERVICES – ATTACHMENT A**  
**June 22, 2016**  
**Feasibility Study**  
**City of Bloomington – Section 08-00341-00-PV**  
**Lafayette Street from Center Street (IL Route 51) to Ash Street**

**Preliminary Engineering Services** – To study the feasibility of the reconstruction of Lafayette Street to provide an urban section with a complete streets concept from Center Street to Ash Street, including the recommendation of logical termini and construction phasing, modes of transportation served and to what extent, cost/benefit analysis, Right of Way constraints, Utility impacts, Public Involvement and Environmental Impacts. IDOT MFT is the funding source for Preliminary Engineering and Construction.

**1. Field Survey and Right of Way**

- Establish project centerline. Length of Project is approximately 3,800 feet (0.72 miles) (Use State plane control and USGS elevation datum)
- Research existing road Right-of-Way locations and field survey critical locations
- Field survey of above ground utilities, drainage structure features, including invert elevations and ditch outlet elevations.
- Topographic survey of project every 500 ft
- Gather Easement Information through utility companies
- Does not include title searches

**2. Data Collection and Review**

- Obtain existing information and available maps:
  - Existing Roadway Plans and Pavement Reports from City and State
  - Existing Roadway Classifications and truck routes
  - Existing ROW and Easement information and identify potential encroachment for further research
  - City Bike Master Plan
  - City Sidewalk Master Plan
  - Storm Sewer Master Plan
  - USGS map
  - Zoning map
  - Long Range Use plans
  - Comprehensive Plans
  - Water Main Map
  - Sanitary Sewer Map
  - Storm Sewer Drainage Map
  - City Bus Route Maps
  - Corporate Limits
  - ADT traffic maps
  - 5 Year Crash Data to be supplied by City and State
  - Wetlands map
  - Endangered Species Map
  - Floodplain-FIRM
  - Utility installations and maps
  - IDPH Septic Permits
  - Railroad operations
- Pavement Cores and Report and Subgrade Soil Description (By Ramsey Geotechnical Engineering, See Attached Scope of Services)

### **3. Study of Improvement Alternatives**

- Length of Project is approximately 3,800 feet (0.72 miles)
- Project Limits assumed from Center Street (Southbound IL Route 51) to Ash Street including intersecting streets along Lafayette Street
- Project Limits (Logical Termini and Construction Phasing) will be determined during the Feasibility Study
- Evaluate and Determine Termini to be Center Street or Main Street
- Create digital terrain model from LIDAR topographic information and field topographic survey
- Develop an Inventory of Existing Project Constraints to use for the Analysis of the Proposed Project
- Identify Two (2) Plausible Improvement Alternatives for Evaluation
- Identify the "No-Action" Alternative
- Analyze the advantages and disadvantages of each Plausible Improvement Alternative and the "No-Action" Alternative to determine its practicality and cost efficiency
- Analysis of Existing Conditions affecting Improvements (As Determined from Data Collection)
- Analyze Existing Drainage Patterns and its Impact to Proposed Improvements
- Analyze of Right-of-Way Impacts
- Analyze Pedestrian / Bicycle Accommodations
- Determine Proposed Design Guidelines
- Provide Typical Sections of the Two (2) Plausible Improvement Alternatives
- Provide existing conditions plan base sheets of the Two (2) Plausible Improvement Alternatives
- Incorporate proposed horizontal and vertical alignments of the Two (2) Plausible Improvement Alternatives on base sheets
- Assess the proposed Right-of-Way and Easement needs of the Two (2) Plausible Improvement Alternatives
- Prepare Concept Budget Construction opinion of cost based on estimated parameters for the Two (2) Plausible Improvement Alternatives, the "No-Action" Alternative, and each Construction Phase of the Two (2) Plausible Improvement Alternatives.
- Identify the Recommended Alternative for further design and present a synopsis of the determinants for its selection
- Prepare Construction Phasing Exhibits for the Recommended Alternative considering traffic, safety, property access, utilities, water, sanitary sewer, storm sewer, and drainage

### **4. Public Open House Meeting and Outreach**

- Attend one (1) Public Informal Open House Informational Meeting at a location to be determined with Exhibits, Preparation, Power Point Presentation, Comment Summary and written response to Public comments
- Public notification for Public Informational Meeting
- Does not include public Context Sensitive Solutions (CSS) Process or Formal Public Hearings

### **5. Client / Agency Meetings - Coordination and Review (City, Public, Utility Agency, Stakeholders)**

- Attend up to three (3) project review meetings with City representatives at the City office and prepare meeting minutes
- Attend up to one (1) agency coordination meeting and prepare meeting minutes. Meeting shall be agreed upon with City and may include utility agency, business owners, residents, school, or other stakeholders

- Attend up to one (1) council meeting to present the feasibility study results with staff and prepare a 5-10 minute presentation, including 5-10 slides. (No other exhibits to be presented)

## 6. Feasibility Study Report and Exhibits

- Feasibility Report:
  - Report Objectives:
    - Analyze the Cost / Benefit for 2 Plausible Alternatives
    - Analyze the Phasing Cost / Benefit for 2 Plausible Alternatives
    - Determine Right-of-Way needs
    - Provide a Recommendation of Typical Section(s)
  - Report Content:
    - Executive Summary
    - Discussion of Study Items, Including the No Build Alternative
    - Discussion of Two (2) Plausible Alternatives including Cost / Benefit
    - Discussion of Recommended Alternative
    - Exhibits showing Improvements Alternatives
    - Report Assumed to be ± 25 Pages / Sheets
- Exhibits:
  - Location Map
  - Existing Typical Sections
  - Proposed Typical Sections for Plausible Alternatives (Assume 2 Plausible Alternatives)
  - Conceptual Plan and Profile Sheets for Plausible Alternatives (Assume 2 Plausible Alternatives)
    - Incorporate Drainage Information onto Plan Sheets
    - Incorporate Utility Information onto Plan Sheets
  - Cost Estimate for "No-Action" Alternative
  - Cost Estimates for Two (2) Plausible Alternatives
  - Cost Estimate for Recommended Plausible Alternative Per Construction Phase
  - Maintenance of Traffic Exhibits for the Recommended Alternative
  - Pavement Cores Report
  - Correspondence and Information gathered through Data

**Note:** Not included in this Contract and Scope of Services. This work listed below can be provided on a time and material basis under a separate contract addendum if determined to be needed during the course of the project and if requested at a later date by the City.

1. Additional Environmental Items:
  - a. Environmental Survey Request Form and Exhibits and Photos
  - b. IHPA/IDNR review submittals
  - c. IHPA historical/archeological Level 1 studies
  - d. IDNR endangered species detailed action reports
  - e. ECAD, EA, or EIS
  - f. Any Wetland Field Surveys, Wetland Mitigation or Banking Plans or coordination
  - g. IEPA Notice of Intent (NOI) or Notice of Termination (NOT)
  - h. Noise Modeling
  - i. Air Quality Analysis (COSIM)
  - j. 4(f) or 6(f) Special Lands Studies
  - k. Floodplain or Compensatory Storage Analysis or Review

- l. Any Forest Preserve Permitting or Coordination
  - m. Preliminary Environmental Site Assessment Report (PESA)
  - n. Complete PESA Level I and Level II screenings and project limits
  - o. Determination of sites containing Recognized Environmental Conditions (REC)
  - p. PSI reports
2. Additional Right of Way/Easement/Property Items:
    - a. Services related to Right of Way and Easements other than those listed above
    - b. Additional Coordination Meetings or Presentations with City Board, Homeowners, Schools, Businesses, or Associations other than those detailed above
  3. Additional Agency/Public Coordination Items:
    - a. Formal Public Hearing or Context Sensitive Solution (CSS) process
    - b. Public or Private Utility Extensions or Replacement planning/design
    - c. Additional meetings other than those listed above
  4. Additional Planning Items:
    - a. Vehicular, Pedestrian or Bicycle Traffic Counts
    - b. Formal Intersection Design Studies or Traffic Capacity Analysis
    - c. Box Culvert or Bridge Designs or Drainage Structure Extensions
    - d. Street lighting replacement or other electrical and lighting evaluation
    - e. Existing storm sewer outfall analysis or improvements
    - f. Landscaping Evaluation
    - g. Combined sewer overflow analysis or coordination
    - h. Hydraulic Surveys or Report
    - i. Geotechnical Report
    - j. Structural Engineering Services
    - k. Guardrail Evaluation
    - l. 5 year Crash Analysis and Collision Spot Diagrams
    - m. Accident Location Maps
    - n. Average Daily Traffic
    - o. Detour Maps
  5. Additional Miscellaneous Items:
    - a. Formal Parking Studies or Speed Studies
    - b. Sewer Televising
    - c. Complete Topographical Survey
    - d. Phase II Engineering Services, Plans Specifications and Estimates
    - e. Field Staking of Right of Way and Easements
    - f. Design Level of accuracy horizontal and vertical alignment
    - g. Drainage Study
    - h. Traffic Management Analysis (TMA) or Traffic Management Plan TMP
    - i. Pavement Design
    - j. Project Development Report
    - k. Railroad Exhibits



# **Addendum to Scope of Services**

City of Bloomington Public Works Department

## Baseline Consultant Expectations:

### 1. Quality

- a. The Consultant shall design with constructability and ease of maintenance in mind and consult with the City to determine the required level(s) of performance and service.
- b. The quality of the construction plans shall reflect the percent complete when submitted to the City for review. All plans shall be reviewed for quality assurance / quality control prior to submittal to the City. The City will not design the project and shall resend back to the Consultant if the quality is substandard.

### 2. Customer Service / Communication

- a. During initial design phases, Consultant will discuss material decisions with the City. Material decisions shall include all major components of the project. For example, pumps, electrical controls, software, pipe materials, pavement designs, signal materials and erosion protection.
- b. Consistent communication with the Project Manager for the City is critical.
- c. Communication through email is preferred for record keeping purpose.
- d. If issues arise that prevent timelines from being met or cause additional costs in the design, it is critical that the consultant contact the city as soon as possible.
- e. Electronic files shall be provided to the City upon completion of the design.
- f. Quantity take-off and calculation sheets shall be provided for construction field inspection.

### 3. Project Management

- a. Extensive field work throughout the design is expected. An onsite "plan in hand" meeting shall be scheduled with the City during appropriate phases of the design.
- b. Consultants shall be expected to submit plans with sufficient time for City to provide an adequate review of the design. This City review time shall be built into the project schedule up front.
- c. As-built information provided from previous construction plans shall be used to supplement survey data. Comprehensive survey data collection shall be done to verify as much field information as possible.
- d. Consulting contracts shall include a timeline for completion of design. The timeline provided shall allow sufficient time for dealing with outside agencies and any public interaction.
- e. Invoices submitted to the City shall include project percent complete on billing, design and timeline progression.
- f. A monthly status report shall be provided which includes major items completed, major issues, potential extra work, change orders, out of scope issues, information required from the City and other relevant issues.

## **Addendum to Scope of Services**

City of Bloomington Public Works Department

The Public Works Department shall hold an exit project interview upon the completion of the project construction. This meeting will discuss how the Consultant has performed in each of these three areas. Unfavorable performances shall impact the Consultant's selection on future City projects.

**ATTACHMENT B**  
**(FEE SUMMARY)**

**City of Bloomington**  
**Lafayette Street Feasibility Study**

**Farnsworth Group, Inc.**



**Compensation and Fees – Attachment B**  
**June 22, 2016**  
**Feasibility Study**  
**City of Bloomington – Section 08-00341-00-PV**  
**Lafayette Street From Center (IL Route 51) to Ash Street**

**Compensation:**

The City agrees to pay the Engineer as compensation for all services rendered in accordance with this agreement, on the basis of the following compensation formulas with a maximum not to exceed \$76,548.13.

**Cost Plus Fixed Fee Formula:**

CPFF = Payroll Rate + (Payroll Rate x Overhead Rate) + In-House Direct Costs + Fixed Fee

Fixed Fee = (0.37 + Complexity Factor) x Payroll Rate,

Complexity Factor = 0

**PAYROLL ESCALATION TABLE  
FIXED RAISES**

FIRM NAME  
PRIME/SUPPLEMENT

Farnsworth Group, Inc.  
Prime

CONTRACT TERM  
START DATE  
RAISE DATE

6 MONTHS  
7/12/2016  
12/31/2016

DATE 06/22/16  
PTB NO. City of Bloomington Lafayette St  
OVERHEAD RATE 157.05%  
COMPLEXITY FACTOR 3.00%  
% OF RAISE

**ESCALATION PER YEAR**

<u>7/12/2016</u> - <u>12/31/2016</u>				
<u>6</u>				

= 1.0000 100.00%  
The total escalation for this project would be: 0.00%

# PAYROLL RATES

FIRM NAME  
PRIME/SUPPLEMENT  
PSB NO.

Farnsworth Group, Inc. DATE  
Prime  
City of Bloomington Lafayette St

06/22/16

ESCALATION FACTOR 0.00%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Principal	\$70.00	\$70.00
Sr. Eng. Man.	\$57.21	\$57.21
Eng. Manager	\$50.42	\$50.42
Land Sur. Man.	\$50.42	\$50.42
Tech. Man.	\$47.92	\$47.92
Sr. Proj. LA	\$42.95	\$42.95
Sr. Proj. Eng.	\$42.95	\$42.95
Sr. Proj. Designer	\$40.20	\$40.20
Proj. Engineer	\$37.38	\$37.38
Proj. Designer	\$37.19	\$37.19
Sr. Eng.	\$33.39	\$33.39
Senior Land Architect	\$33.39	\$33.39
Designer	\$30.37	\$30.37
Land. Arch.	\$29.94	\$29.94
Engineer	\$29.94	\$29.94
Eng. Intern II	\$27.70	\$27.70
LA Intern II	\$27.70	\$27.70
Ch. Tech.	\$27.56	\$27.56
Clerical	\$27.13	\$27.13
Eng. Intern I	\$24.03	\$24.03
Sr. Tech.	\$23.50	\$23.50
Technician II	\$21.41	\$21.41
Technician I	\$16.29	\$16.29
		\$0.00

## Subconsultants

FIRM NAME Farnsworth Group, Inc.  
PRIME/SUPPLEMENT Prime  
PSB NO. City of Bloomington Lafayette St

DATE 06/22/16

NAME	Direct Labor Total	Contribution to Prime Consultant
Ramsey Geotechnical	2,800.00	280.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
<b>Total</b>	2,800.00	280.00







# AVERAGE HOURLY PROJECT RATES

**FIRM** Farnsworth Group, Inc.  
**PSB** City of Bloomington Lafayette St  
**PRIME/SUPPLEMENT** Prime

**DATE** 06/22/16  
**SHEET** 2 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Client/Agency Meetings			Project Admin											
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
Principal	70.00															
Sr. Eng. Man.	57.21															
Eng. Manager	50.42	19	26.39%	13.31	8	25.00%	12.61									
Land Sur. Man.	50.42															
Tech. Man.	47.92	0														
Sr. Proj. LA	42.95															
Sr. Proj. Eng.	42.95	33	45.83%	19.69	16	50.00%	21.48									
Sr. Proj. Designer	40.20															
Proj. Engineer	37.38															
Proj. Designer	37.19															
Sr. Eng.	33.39															
Senior Land Architect	33.39															
Designer	30.37															
Land. Arch.	29.94															
Engineer	29.94	20	27.78%	8.32												
Eng. Intern II	27.70															
LA Intern II	27.70															
Ch. Tech.	27.56															
Clerical	27.13				8	25.00%	6.78									
Eng. Intern I	24.03															
Sr. Tech.	23.50															
Technician II	21.41															
Technician I	16.29															
<b>TOTALS</b>		72	100%	\$41.31	32	100%	\$40.86	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00







June 7, 2016

Ms. Ryan Uebinger  
Farnsworth Group  
2709 McGraw Drive  
Bloomington, Illinois 61704



RE: Pavement Evaluation  
Lafayette Street  
Bloomington, Illinois

1701 W Market Street, Suite B  
Bloomington, IL 61701

P (309) 821-0430  
F (309) 821-1242

Dear Mr. Uebinger:

In accordance with your request, Ramsey Geotechnical Engineering LLC (RGE) is pleased to submit this proposal to provide Geotechnical Engineering services for the captioned project. A description of the project, our proposed scope of services and fee estimate to provide these services follows.

### Project Background:

We understand that a feasibility study for possible improvements to Lafayette Street from Center Street to Ash Street in Bloomington, Illinois is planned. The total length of the alignment is approximately 3800 feet. In order to assist with this study, completion of a pavement condition survey and cores to define the existing pavement section and subgrade soil conditions are planned.

### Coring Program:

A limited site reconnaissance has been completed in order to arrive at the number and locations of the suggested pavement cores. A summary of this reconnaissance and the recommended locations of the pavement cores follows.

Location	Comments	Recommended Cores
Center St. to Main St.	Relatively New Pavement in Good Condition	1
Main St. to Wilson St.	Approximately 75% Resurfaced	1 in Resurfaced Section 1 in "Original" Section
Wilson St. to RT Dunn Dr.	East Bound Resurfaced West Bound Partially Resurfaced	1 in Resurfaced Section
RT Dunn Dr. to Near RR Tracks	West Bound Partially Resurfaced	1 in "Original" Section
West Approach to RR Tracks	Concrete Pavement	1
RR Tracks to Julie St.	Approximately 75% Resurfaced	1 in Resurfaced Section
Julie St. to Bunn St.	East Bound Resurfaced West Bound Partially Resurfaced	1 in "Original" Section
Bunn St. to Ash St.	Resurfaced Except for East End	1 in Resurfaced Section 1 in "Original" Section

The existing pavement will be cored at each location with a diamond bit core barrel. The thickness of the pavement along with the aggregate base, if present, will be measured at each location. Dynamic Cone Penetrometer (DCP) tests will also be completed in the field on the soil subgrade in order to provide correlations to Immediate Bearing Values (IBV). In addition, samples of the subgrade soils directly below the pavement section will be obtained at each location. These samples will be sealed, packaged and transported to our laboratory. Laboratory tests will be completed on these samples to determine moisture content values and unconfined compressive strength values.

**Report of Data Obtained:**

The pavement component thicknesses along with a description of the subgrade soil types along with field and laboratory test results will be provided in tabular format. This data will allow for an evaluation of the load carrying characteristics of the pavement and subgrade. The data and analysis along with the results of the pavement condition survey will be presented in a letter report.

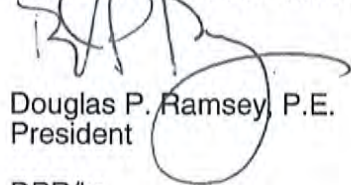
**Fee Estimate:**

To provide the services outlined above, RGE is proposing a budget amount of Two Thousand Eight Hundred Dollars (\$2,800.00). An itemization of the fees is attached to this proposal. This budget is based on the understanding that the work can be performed during standard business hours.

If this proposal meets with your approval, please indicate your acceptance by signing one copy and returning it to our office. Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully Submitted,

RAMSEY GEOTECHNICAL ENGINEERING LLC



Douglas P. Ramsey, P.E.  
President

DPR/kr

Approved and accepted by: \_\_\_\_\_

\_\_\_\_\_  
(NAME)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)



FEE ESTIMATE

ITEM		UNITS	QTY	RATE	COST
<b>FIELD SERVICES</b>					
1.1	Two Person Coring and Sampling Crew	Hour	8	105.00	\$ 840.00
1.2	Two Person Flagging Crew	Hour	8	105.00	\$ 840.00
1.3	Diamond Bit Coring Equipment	Day	1	85.00	\$ 85.00
1.4	Dynamic Cone Penetrometer	Day	1	50.00	\$ 50.00
<b>LABORATORY TESTING</b>					
2.1	Examine Samples and Describe by a Textural System and Classify by the Unified Soil Classification System	Each	10	3.75	\$ 37.50
2.2	Water Content Determination for Organic and Cohesive Samples (includes pocket penetrometer measurements of unconfined compressive strength for all inorganic clay samples)	Each	10	6.00	\$ 60.00
<b>ENGINEERING SERVICES</b>					
3.1	Engineering Analysis and Preparation of Letter Report	Lump Sum	1	850.00	\$ 850.00
<b>ESTIMATED TOTAL:</b>					<b>\$2,762.50</b>

**ATTACHMENT C**  
**(ESTIMATED PROJECT SCHEDULE)**

**City of Bloomington**  
**Lafayette Street Feasibility Study**

**Farnsworth Group, Inc.**

**Attachment C**  
**ESTIMATED PROJECT SCHEDULE – June 22, 2016**

**City of Bloomington**  
**Lafayette Street Feasibility Study**  
**Section: 08-00341-00-PV**

<b><u>Task</u></b>	<b><u>Date</u></b>
Engineering Scope of Work and Contract Package Submitted	June 22, 2016
City Approval of Project Engineering Services	July 11, 2016
Notice to Proceed issued by City	July 12, 2016
Field Topography Survey to Start (Weather Dependent)	July 18, 2016
Field Topography Survey finished (weather dependent)	July 22, 2016
Development of Existing Conditions Base Sheet file complete	July 29, 2016
Plausible Alternatives Submitted to City for Review	September 30, 2016
Preliminary Feasibility Study Submitted to City for Review	October 21, 2016
Public Open House Meeting	November 15, 2016
Final Feasibility Study Submitted to City	December 5, 2016
Presentation to City Council	December 19, 2016

Notes:

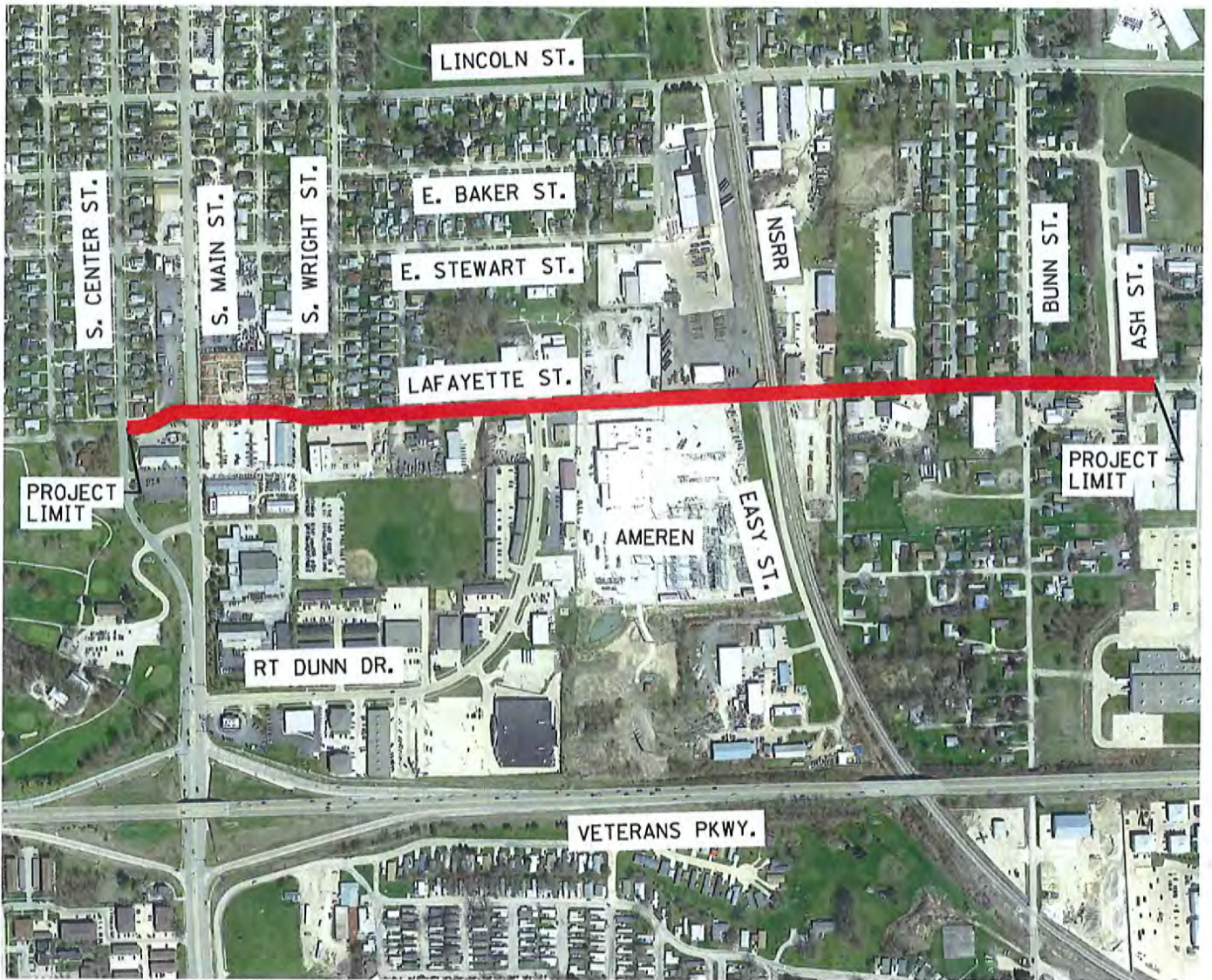
1. Estimated schedule based upon no delays beyond the control of the City and Engineer

**ATTACHMENT D**  
**(LOCATION MAP)**

**City of Bloomington**  
**Lafayette Street Feasibility Study**

**Farnsworth Group, Inc.**





PROJECT LOCATION MAP



**Farnsworth**  
 GROUP  
 2709 McGRAW DRIVE  
 BLOOMINGTON, ILLINOIS 61704  
 (309) 663-8435 / info@f-w.com

CITY OF BLOOMINGTON  
 LAFAYETTE STREET  
 TOTAL PROJECT = ±3,800 FT  
 ATTACHMENT D

Drawn by: DJM  
 Reviewed: RPU  
 Date: 06/07/16



August 21, 2014

Dale Nafziger  
Growing Grounds  
1600 South Main Street  
Bloomington, Illinois 61701

Dear Mr. Nafziger:

As committed to during our June 17, 2014, meeting onsite, as well as our July 22, 2014, phone conversation, City staff has reviewed the actions taken in the past as they relate to Lafayette Street from Center Street to Ash Street, with particular interest adjacent your property.

Our review indicates that various discussions have been held over the years regarding the reconstruction and configuration of Lafayette Street from Center Street to Ash Street. Although an initial cost estimate was previously prepared, these discussions have not moved forward to the point of performing engineering feasibility studies or preparing detailed design plans.

In addition, City records indicate that a plat of survey was prepared in January 2000 for Lafayette Street, generally from Main Street / US 51 to Berenz Place. The plat of survey confirms what was observed in the field. There are portions of City infrastructure that appear within your property, as well as portions of your property use that appear within City right-of-way. Also as discussed, the plat of survey indicates a narrowing width of right-of-way along Lafayette Street east of your property. These issues will need to be addressed in the planning of any Lafayette Street improvements.

Initial review of the corridor adjacent your property indicates multiple options to acquire the required additional right-of-way needed to reconstruct Lafayette Street. There are multiple issues that need to be considered regarding this right-of-way acquisition and therefore City staff recommends that a Feasibility Study of the Lafayette corridor from Center Street to Ash Street be conducted. This study will perform preliminary investigations of the project and help determine the benefits, options, right-of-way needs and priorities, utility consideration, costs, and other associated issues.

Also, the City has engaged the services of a consultant to prepare a Streets Master Plan. When completed, this master plan will help focus and guide the City's resources towards street projects that provide the highest benefit to the community. City staff will ensure that the Lafayette Street project is included and reviewed as part of the Streets Master Plan project.

City staff will work with Administration to determine if funding exists this fiscal year to begin the feasibility study. This feasibility study will provide information that will be utilized during



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

detailed design plan development. The detailed design plans will outline required right-of-way and allow right-of-way acquisition to begin along the corridor and specifically as it relates to your property.

Please do not hesitate to contact me if you should have any questions or would like to discuss further. My office telephone number is (309) 434-2225. Thank you for your time and attention.

Sincerely,

A handwritten signature in black ink that reads "Robert D. Yehl". The signature is written in a cursive, flowing style.

Robert D. Yehl, P.E.  
Assistant City Engineer

cc: John Weber, Weber Electric, 200 E Lafayette St, Bloomington, IL 61701  
David Hales, City Manager  
Sue McLaughlin, ICMA-CM, Interim Assistant City Manager  
Kevin Lower, Alderman Ward 1  
Jim Karch, Director of Public Works  
Kevin Kothe, City Engineer  
file



# Lafayette Street from Center St. to Ash St.







**REGULAR AGENDA ITEM NO. 8E**

FOR COUNCIL: July 11, 2016

**SUBJECT:** Consideration of an approving an Ordinance Budget Amendment for FY 2017 in the amount of \$25,000.00, and approve an Intergovernmental Agreement (IGA) to support operations at the Route 66 Visitors Center at the McLean County Museum of History.

**RECOMMENDATION/MOTION:** That the Ordinance Budget Amendment for FY 2017 be approved, the IGA be approved and payment of \$25,000 processed paid to the McLean County Historical Society; authorize the Mayor and City Clerk to execute the Ordinance, and the City Manager and City Clerk to execute the Intergovernmental Agreement.

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

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

**BACKGROUND:** On April 25, 2016 the new *Cruisin' with Lincoln on 66* Visitors Center at the McLean County Museum of History will arrive at its one-year anniversary of operation. This year has been filled with successes, national headlines, challenges and new discoveries along the Mother Road. The Center saw almost 18,000 visitors use the facility over the last year and of more than 3,000 guests who signed the registry. Thirty-two nations, 45 states and more than 100 Illinois communities were represented. According to a study by an economics graduate student at Illinois Wesleyan University, the local economic impact of the center in its first four months was as high as \$445,049. It is clear this collaboration has succeeded in attracting Route 66 tourists and new dollars that might have otherwise bypassed our community.

In Fiscal Year 2016, the Convention and Visitors Bureau provided \$25,000 in reimbursements for marketing and promoting the Visitors Center. Although it was originally assumed the Museum would provide space and volunteer staff for the Visitors Center, the past year has demonstrated that there are more real costs associated with running a successful Visitors Center. Beyond the marketing funds, the Museum conservatively spent approximately \$60,000 on operational expenses to manage and staff the center, to research the Route 66 tourism market, to conduct vital outreach among Route 66 opinion leaders, and to develop community events and promotions. The Museum also provided space that has a rent value of \$33,732 and more than \$60,000 in volunteer hours. Many CVBs rely on volunteers to operate Visitors Centers in other communities. Volunteer recruitment, training, and management were also provided by the Museum.

These additional funds came from the Museum's annual operating fund which is primarily supported by philanthropists whose purpose is supporting the educational mission of the Museum. Moving forward, the Museum has developed a plan to reduce these costs by hiring a new part-

time staff person. The first year's operations included a part-time Visitors Center manager who works Monday through Thursday. To cover those duties on Fridays and Saturdays, fulltime staffers rotate each week in the Visitors Center. The Museum believes hiring a second part-time employee for Fridays and Saturdays would be more cost-effective and eliminate what has become a productivity strain for some of our Museum professionals. This move will reduce costs by approximately \$10,000.

The Museum is requesting the CVB to budget \$50,000 in Fiscal Year 2017 using local hotel-motel funds to support operations at the Visitors Center. It is proposed the CVB pay this up front at a 90% level with a 10% retainage to be paid to the Museum after an annual report is provided to the CVB. This amount would be added to the previously budgeted \$25,000 in marketing support. Both the City of Bloomington and the Town of Normal have voiced support for this proposal. Considering the initial cost projections by the CVB for an independent Visitors Center were nearing \$100,000 for overhead, staffing and marketing, this collaboration continues to show a cost savings of \$25,000.

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

**FINANCIAL IMPACT:** Upon Council approval a budget amendment will be processed to add \$25,000 to Non-Departmental-Use of Fund Balance (10010010-40000) and the payment to be made from Economic Development-To Convention & Visitor's Bureau (10019170-75010).

Respectfully submitted for Council consideration.

Prepared by: Nora Dukowitz, Communications Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Intergovernmental Agreement
- Budget Amendment Ordinance
- Exhibit #1

Motion: That the Ordinance Budget Amendment for FY 2017 be approved, the IGA be approved and payment of \$25,000 processed paid to the McLean County Historical Society; authorize the Mayor and City Clerk to execute the Ordinance, and the City Manager and City Clerk to execute the Intergovernmental Agreement.

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

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

**AGREEMENT BETWEEN  
MCLEAN COUNTY HISTORICAL SOCIETY, THE BLOOMINGTON-NORMAL  
AREA CONVENTION AND VISITORS BUREAU,  
AND THE CITY OF BLOOMINGTON**

THIS AGREEMENT is made by and between MCLEAN COUNTY HISTORICAL SOCIETY, an Illinois not-for-profit corporation, hereafter “HISTORICAL SOCIETY,” the BLOOMINGTON-NORMAL AREA CONVENTION AND VISITORS BUREAU, hereafter “BNACVB,” and the CITY OF BLOOMINGTON, an Illinois municipal corporation, hereafter “CITY” .

WHEREAS, the MCLEAN COUNTY HISTORICAL SOCIETY operates the Museum

WHEREAS, BNACVB and CITY strongly support the HISTORICAL SOCIETY in its efforts to operate a VISITOR CENTER and financial assistance will be distributed by the BNACVB and CITY as agreed.

Now therefore, in consideration of the mutual covenants and agreements set forth herein, it is agreed as follows:

1. **Payment Schedule.** BNACVB shall pay \$25,000 to the VISITOR CENTER on April 1<sup>st</sup> in the year 2016, 2017 and 2018. The City of Bloomington shall pay \$25,000 to the VISITOR CENTER on May 1st in the year 2016, 2017 and 2018. Annual reviews of this contract will be conducted by no later than December 31<sup>st</sup> of each year. If the April 1, 2016 payment has not yet been made by BNACVB or May 1, 2016 by the CITY, it shall be made within 15 days of execution of this Agreement by all parties.
2. **Marketing Plan/Budget.** Prior to April 1<sup>st</sup> of each of the above years the marketing plan and budget will be reviewed by all parties. Upon approval, the plan will be applied to the BNACVB budget and marketing plan. The marketing plan and budget will not exceed \$25,000.
3. **Costs and Maintenance.** The HISTORICAL SOCIETY shall pay all costs associated with the maintenance, construction and professional cleaning of the VISITOR CENTER. The BNACVB and City will not be responsible for costs, maintenance or anything related to construction, capital construction, or capital improvements of the site planned and/or unforeseen.
4. **Employees & Hold Harmless.** The HISTORICAL SOCIETY shall pay all costs associated with any employees of the VISITOR CENTER. These employees will be employed by the HISTORICAL SOCIETY. The HISTORICAL SOCIETY shall be solely responsible for any claims and/or injuries that may result at the VISITOR CENTER and shall hold CITY and BNACVB harmless from any such claims and provide indemnification for same.



5. **Advisory Committee.** The HISTORICAL SOCIETY and BNACVB have formed an advisory committee to plan, prepare and participate in marketing activity for the VISITOR CENTER. At least one representative from BNACVB shall maintain a seat on the VISITOR CENTER advisory committee. In addition, the CITY may appoint one representative to service on the advisory committee.
6. **Themes.** HISTORICAL SOCIETY shall include themes and exhibits for both Route 66 and Abraham Lincoln in the VISITOR CENTER.
7. **Group Tours.** BNACVB and CITY shall be granted access to the VISITOR CENTER in order to provide group tours to patrons. BNACVB and CITY shall give prior notice of these tours to HISTORICAL SOCIETY.
8. **Signage.** The HISTORICAL SOCIETY shall have signage marking the VISITOR CENTER, mutually agreed upon by all parties.
9. **Annual Review.** The HISTORICAL SOCIETY, CITY and the BNACVB shall review the project annually. The HISTORICAL SOCIETY will provide the BNACVB and CITY with reports on museum attendance. BNACVB and CITY shall be granted access to attendance information throughout the year, upon request. At each annual review, any party shall have the right to terminate this agreement.
10. **Amendment and Waiver.** This Agreement may be amended, and any provision of this Agreement may be waived, provided that any such amendment or waiver will be binding on HISTORICAL SOCIETY, CITY and BNACVB only if such amendment or waiver is set forth in a writing executed by HISTORICAL SOCIETY, CITY and BNACVB. Waiver by HISTORICAL SOCIETY, CITY or BNACVB of any breach of or failure to comply with any provision of this Agreement by the other party shall not be construed as, or constitute a continuing waiver of, or a waiver of any other breach of, or failure to comply with, any other provision of this Agreement.
11. **Severability.** Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.
12. **Complete Agreement.** This document and the documents referred to herein contain the complete agreement between the parties and supersede any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way. There are no restrictions, promises, warranties, covenants, or undertakings, other than those expressly provided for herein.
13. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be considered an original instrument and all of which together will be considered one and the same instrument. Delivery of executed signature pages by facsimile

transmission or by scanned image transmitted by email will constitute effective and binding execution and delivery of this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement on the dates set forth below their respective signatures.

MCLEAN COUNTY HISTORICAL SOCIETY

BLOOMINGTON-NORMAL AREA  
CONVENTION AND VISITORS  
BUREAU

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

BY: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF BLOOMINGTON

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit 1**

<b>Account #</b>	<b>Fund</b>	<b>Account Description</b>	<b>Amount</b>
10010010-40000	General	Non-Departmental-Use of Fund Balance	\$ (25,000.00)
10019170-75010	General	Economic Development-To Convention & Visitor's Bureau	\$ 25,000.00
<b>Net Budget Increase/(Decrease):</b>			<b>-</b>

<b>Project #</b>	<b>Project Description</b>	<b>Cost</b>
1	Eagle Crest Lift Station Evaluation	\$ 39,696.00
2	Fell Ave. Lift Station Evaluation	\$ 40,441.00
3	Sugar Creek Force Main Evaluation	\$ 32,164.00
4	Farm Bureau Pump Station Evaluation	\$ 39,468.00
5	HoJo Pump Station Gravity Sewer Design	\$ 25,631.00
6	Wittenberg Woods Sewer Evaluation	\$ 13,927.00
7	Strawberry Road Sewer Capacity Evaluation	\$ 24,046.00
<b>Total for all 7 pump station and sewer main evaluation studies</b>		<b>\$ 215,373.00</b>

**ORDINANCE NO. 2016 –**

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE  
FOR THE FISCAL YEAR ENDING APRIL 30, 2017**

WHEREAS, on April 11, 2016 by Ordinance Number 2016-29, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2017, which Ordinance was approved by Mayor Tari Renner on April 12, 2016; and

WHEREASE, a budget amendment is needed as detailed below;

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

Section One: Ordinance Number 2016-29 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2017) is further hereby amended by inserting the following line item and amount presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2016-29 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2016-29.

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

PASSED the 11th day of July 2016.

APPROVED the \_\_\_\_ day of July 2016.

APPROVED:

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

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_  
Cherry L. Lawson  
City Clerk

\_\_\_\_\_  
Jeffery R. Jurgens  
Corporation Counsel



**REGULAR AGENDA ITEM NO. 8F**

FOR COUNCIL: July 11, 2016

**SUBJECT:** Consideration of adopting a Resolution waiving the competitive bidding process to enter into a contract for a one year pilot program with All City Management Service (ACMS) to staff, supervise, and administer the crossing guard program currently administered by the Bloomington Police Department.

**RECOMMENDATION/MOTION:** Adopt the Resolution to waive the competitive bidding process and authorizing execution of a contract with ACMS in a not to exceed amount of \$79, 020, and authorize the City Manager to execute the agreement, in a form deemed acceptable by the Corporation counsel; and authorize the Mayor and City Clerk to execute the resolution.

**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 Bloomington Police Department is responsible for providing school crossing guards for Unit #5 and District #87 schools within our corporate limits. Currently there are ten crosswalks utilizing crossing guards. The labor costs for doing this is budgeted at \$45,000.00 plus an additional \$8,000.00, to provide a bonus (\$800.00/each) for not missing a work assignment the entire year.

Contracting with ACMS will free up several hours of other city staff time spent administering the program allowing them to focus on their primary duties. The City will also reduce liability exposure, for slightly more than is currently being expended. Additionally, this contract must be approved by July 15, 2016 to implement this contract and allow ACMS to assume responsibility for the school year beginning mid-August.

Soft costs associated with all personnel involved for facilitating this program are approximately \$22,300.00, bringing the total current cost of the program to about \$67,000.00. This total does not include expenses related to liability exposure through both worker's compensation and or employee negligence. ACMS assumes liability and insures the City against it.

For school year 2015-2016, contained within the \$22,300.00 dollars above labor, is approximately 32 hours of sworn police officer time off the street staffing unattended crosswalks due to crossing guards not being available for various reasons. One police officer, a School Resource Officer (SRO), estimates he spent approximately 167 hours administering the Crossing Guards (recruiting, interviewing, hiring, supervision, complaints, etc.). To emphasize, overall sworn police officers spent approximately a total of 199 hours on crossing guard related activities. Additionally, the



number of SRO's in the schools is being reduced by one, further limiting our ability to provide the level of oversight once given to the crossing guard program.

ACMS has provided a one year quote not to exceed \$79,020.00 for the coming school year. Though this quote does exceed the current calculated costs being spent on the crossing guard program, it includes liability protections not in the current program. Also, this would return staff and police officers back to their main mission.

Other police departments contacted utilizing this company have all had positive feedback regarding the quality and dependability of the service.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Representative of District 87 and Unit 5 were contacted and they indicated they would provide feedback as needed once the contract begins should it be approved.

**FINANCIAL IMPACT:** The crossing guards are currently budgeted in Police – Seasonal Salaries account (10015110-61130) for \$45,000 and Police – Other Salaries account (10015110-61190) for \$8,000. The difference of \$26,020 should be able to be absorbed through other salary savings throughout the year. Stakeholders may locate this in the budget book titled “Budget Overview & General Fund” on page 271.

Respectfully submitted for Council consideration.

Prepared by: Kenneth A. Bays, Assistant Chief of Police

Reviewed by: Brendan O. Heffner, Chief of Police

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- #1- Resolution
- #2-ACMS Company profile
- #3-ACMS Program summary
- #4-ACMS Recruiting and staffing
- #5-ACMS Training document
- #6-ACMS Draft one year contract proposal

- #7-ACMS Organization Chart
- #8-BPD ESTIMATED CURRENT COSTS (rough estimates only)

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Motion: Adopt the Resolution to waive the competitive bidding process and authorizing execution of a contract with ACMS in a not to exceed amount of \$79, 020, and authorize the City Manager to execute the agreement, in a form deemed acceptable by the Corporation counsel; and authorize the Mayor and City Clerk to execute the resolution.

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			



# ALL CITY MANAGEMENT SERVICES

## COMPANY PROFILE

**All City Management Services, Inc. (ACMS)**, is a California based Corporation founded in 1985. We are the largest provider of School Crossing Guard services, managing both large and small Crossing Guard Programs. We currently employ over 4,000 School Crossing Guards dedicated to safety, serving cities, towns, communities, schools and school districts nationwide.

One defining issue that distinguishes **ACMS** is that we are the only company that *exclusively* provides School Crossing Guard Services. It is our commitment to limiting the scope and focus of the company to School Crossing Guards that has helped us emerge as “*The Crossing Guard Company*”. We have successfully privatized the Crossing Guard programs for over 150 agencies. Ultimately our clients become the beneficiaries of our single-minded approach toward this industry.

The heart of our business is in assuming responsibility for the task and challenges of conducting a successful Crossing Guard Program. Toward that end, in our typical contractual arrangement we assume responsibility for; recruitment, local hiring, background clearance compliant with Department of Justice standards, initial and ongoing training, payroll and administrative support functions, coordination of assigning qualified substitutes during absences, local supervision, complaint investigation and resolution, communicating with schools and site safety inspections.

One of the benefits we bring to any agency is our expertise in overseeing a seamless transition from public to private management of the program. The continuity of the Crossing Guards’ employment is a key component of a seamless transition. We value the experiences and understanding of the Crossing Guards currently working in each program we manage. Much of our success with individual programs is a result of the experience and knowledge these Crossing Guards bring to our management.

With over 30 years of experience, **ACMS** leads the Crossing Guard Industry in the development of Crossing Guard standards for training, supervision and safety.

Each program we have taken on has brought a unique set of issues and challenges. The heart of our success has been our ability to articulate these challenges and experiences into our training, policies and procedures to benefit all Crossing Guards in all the cities, towns and communities we service.



# ALL CITY MANAGEMENT SERVICES

## Program Summary

The privatization and management of a School Crossing Guard program involves several functions. The following is a summary of our general operational plan for initiating and managing a School Crossing Guard Program. Specifically we will address our **orientation, training, recruitment** and **staffing** plan for Crossing Guard Programs.

In assuming control of a Crossing Guard Program we first set-up an **orientation** and **training** meeting. Our goal in pricing the program is typically to incorporate the existing Crossing Guards into our organization. The current Crossing Guards' experience and familiarity are the cornerstones in ensuring a seamless transition. However, often rumors and inaccurate information circulate among existing Crossing Guards as we transition from public to private management. The orientation and training meeting will be the first opportunity we have to meet the new and prospective employees collectively and address the issues, concerns or questions they may have.

During this orientation we will discuss, our company history, our family of Crossing Guard programs and the impending transition in the management of the Crossing Guard Program. We will spend as much time as necessary to address the issues and questions raised by all prospective employees.

After the initial orientation we distribute and assist in the completion of all ACMS employment forms. Once all employment forms have been collected we proceed with a training session for all current and prospective Crossing Guards.

**Training-** Training has been a cornerstone in the development and expansion of ACMS. We continue to learn and to incorporate new methods and standards of training into our organization. Our goal has been to elevate the level of and accountability for training throughout our organization. We continue to revise and update our training program, procedures and monitor our results.

Our training begins by giving all Crossing Guards a clear understanding of the goals, expectations and responsibilities of a School Crossing Guard. To that end, we have consolidated over 25 years of experiences and information into our "**Employee Handbook for School Crossing Guards**". This manual informs and instructs Crossing Guards on a variety of issues including personal conduct, crossing procedures, professional responsibility, emergency procedures, training requirements and problem resolution. Each new and prospective Crossing Guard is issued the handbook to begin the training portion of the meeting.

A designated Trainer will oversee this initial training session. They will do active demonstrations, encourage participation and possibly show a training video. Our training goal for this meeting will be to consolidate our fundamental procedures and policies into a three (3) hour time slot. During this initial orientation/training meeting we will focus on key sections of the Employee Handbook including personal conduct, techniques and policies.

Another effective training tool we will use during this session is our **Field Training Card**. The Field Training Card is a pocket size instruction card which gives step by step instruction on our crossing procedures.

At the conclusion of the training portion of this meeting we will: 1. Review all work schedules with the current Crossing Guards. 2. Issue equipment to all current Crossing Guards. 3. Process and issue Picture ID Cards 4. Provide Supervisory contact information to all Crossing Guards. 5. Further screen and work with all prospective Crossing Guards. 6. Interview prospective Supervisors.

From this point forward, training is an ongoing process for all Crossing Guards employed by ACMS. In addition to the normal site visits by the Area Supervisor, all employees receive a follow-up **Site Performance Evaluation** 30 to 60 days after their initial employment.

The Supervisor conducts Site Performance Evaluations at the intersection the Crossing Guard normally works. Each Crossing Guard is given a "Site Performance Evaluation" during the school year. This evaluation is used as an instructional tool to validate correct procedures and correct inappropriate procedures. Any Crossing Guard receiving a low score on a Site Performance Evaluation are re-evaluated within 30 days.

## **Recruitment and Staffing**

ACMS Managers would assess additional **staffing** needs of the program after meeting with your agency and again following our initial orientation and training meeting. We would then focus further recruitment efforts in the geographical areas where additional Crossing Guards will be needed.

We have developed a comprehensive plan for **recruitment** of new Crossing Guards. As a part of our Staffing strategy we encourage a very aggressive recruitment program. We utilize soft advertising, local media advertising, targeted flyers, on-site solicitation, school flyers and employee referral bonuses as parts of our overall recruitment strategy. We often work closely with school districts in some of our recruitment drives.

Our ability to effectively staff a Crossing Guard Program remains a fundamental benefit that ACMS brings to most Crossing Guard Programs. Staffing sites is one of the primary responsibilities of the Area Supervisors. They are trained to continuously recruit and train prospective Crossing Guards. New recruits are first processed and submitted to the Department of Justice for background clearance.

Supervisors are also responsible for coordinating the staffing for all sites under their supervision. As part of our staffing strategy Area Supervisors aggressively enforce the following policies and procedures for Crossing Guards.

- ◆ Supervisors must maintain an adequate alternate or substitute guard roster. We encourage at least a 5 to 1 ratio of sites versus alternate guards
- ◆ We require any guard not reporting for duty to notify the Area Supervisor as early as possible utilizing our 24/7 Guard Hotline or directly notifying their Area Supervisor. Notifications less than 1 hour prior to shift starts are considered unexcused absences.
- ◆ Our employee policy is "No call, No show, No Job" Throughout our training we emphasize the importance of insuring the safety of children by our presence. As such, we cannot allow the children's safety to be compromised by failing to call or show for duty.

**Supervisor Teams** - Area Supervisors are grouped together by their geographic location. These Teams meet every quarter and team members are encouraged to work together. This cooperative effort allows them to share alternate guards with each other. This has resulted in alternates guards getting more hours as they are "shared" with other Supervisors. Consequently, we are able to retain a more stable group of alternate guards.

## Training

Effective initial and ongoing training is essential in a profession dedicated to the safety of children. With over 30 years of experience and a commitment to working cooperatively with other public safety professionals, ACMS is recognized as an industry leader in the development and implementation of School Crossing Guard training and standards of excellence.

The process begins during the first contact with a potential employee when our phone interview process outlines job expectations and our zero tolerance policy for failure to report for a scheduled shift. Throughout the application process prospective employees are reminded about the critical nature of our assignments and the work ethic and integrity required of our employees.

Once hired, the training process starts in the classroom where employees review sections of the *“Employee Handbook for School Crossing Guards”* and are shown the professionally produced training DVD, “Crossing Guard Safety”. The process then moves to a field practicum where the trainer demonstrates proper procedures and allows the employee to practice correct techniques. The employee’s progress is closely noted on the detailed steps outlined on the **Field Training Check List** to ensure the employees’ field competence. This cross-modality approach not only exposes the employee to the necessary training components but also addresses the needs of the visual, auditory and kinesthetic learner. While the classroom setting is expected to require approximately one to two hours and the field training approximately two to three hours, it’s important to note that the low ratio of students to trainer allows for accurate assessments of the employees readiness to move forward.

The new employee is typically assigned to alternate work and closely supervised during their early assignments. They benefit from their trainer completing of a written assessment of their work which better allows them to understand their strengths and weakness and make improvements where necessary (the **Site Performance Evaluation**). Additionally, all new employees are required to carry and regularly refer to the **Field Training Cards**. This pocket-sized card (listing all steps for a safe cross) allows the employee to self-evaluate their performance prior to the time they have all steps of the procedures memorized.

Throughout their employment, employees are subjected to the same Site Performance Evaluation as an ongoing training and assessment tool. These evaluations happen in both side-by-side sessions as well as unannounced observations without the knowledge of the employee.

The standard issue equipment and clothing includes:

- ANSI II compliant high-visibility retro-reflective vest marked with the required insignia of a Crossing Guard
- MUTCD compliant 18” STOP/STOP paddle
- Picture Identification Card with emergency contact information
- Company-issued cap or visor with corporate logo
- Whistle for emergency alert to vehicles and pedestrians
- High-visibility ANSI II compliant wind-breaker jacket





## AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT made and entered into this July \_\_, 2016 by and between the CITY OF BLOOMINGTON, IL. hereinafter called the "City", and ALL CITY MANAGEMENT SERVICES, INC., hereinafter called the "Contractor";

### WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a one school year period which commences on or about August 15, 2016 and ends on June 30, 2017 and for such term thereafter as the parties may agree upon.
2. The Contractor will provide 10 personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a Crossing Guard. The Contractor is an independent Contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.
3. The City's representative in dealing with the Contractor shall be designated by Bloomington Police Department.
4. If, at any time during the contract period, the City questions the meaning of any item of this Agreement, the City may contact the Contractor for interpretation of that item.
5. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with all items of this Agreement.
6. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
7. In the performance of their duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and the laws and codes of the State of Illinois and the City of Bloomington.
8. Persons provided by the Contractor as Crossing Guards shall be trained in the laws and codes of the State of Illinois and the City of Bloomington pertaining to general pedestrian safety in school crossing areas.

9. Crossing Guard Services shall be provided by the Contractor at the designated locations on all days in which School is in session. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.
10. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand held Stop signs and any other safety equipment which may be necessary.
11. The Contractor shall at all times provide workers' compensation insurance covering its employees, and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the City a Certificate of Insurance naming the City and its officials, officers and employees as an additional insured. Such insurance shall include commercial general liability with a combined single limit of not less than \$2,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, agents and interest of the City. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the designee for the City of Bloomington.
12. Contractor agrees to indemnify the City, its officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, claims for damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the intentional or negligent acts, errors, or omissions of Contractor, its agents, employees, subcontractors, or invitee, provided for herein.
  - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
  - b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims, damages, penalties, obligations or liabilities.
  - c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
13. Either party shall have the right to cancel this Agreement by giving sixty (60) days written notice to the other.
14. The Contractor shall not have the right to assign this Contract to any other person or firm except with the prior written consent of the City.

15. The City agrees to pay the Contractor for services rendered pursuant to this Agreement the sum Seventeen Dollars and Fifty-six Cents (**\$17.56**) per hour, per guard during the contract period.

Contractor shall bill a minimum of 2.5 hours per guard, per school day unless contractor fails to perform service. Not to Exceed cost totals **\$79,020** for 180 school days of service.

16. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.
17. Contractor may request a price increase during the contract period as a result of legislatively mandated increases in wages or benefits to Illinois employees. Contractor shall provide City with 60 days-notice of its request to increase pricing. City agrees to review and respond to said notice within 30 days of service.
18. The City shall have an option to renew this contract by amendment for three (3) additional one (1) year periods. In the event this Agreement is extended beyond June 30, 2017; the compensation and terms for services shall be established by mutual consent of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**City of Bloomington**

**All City Management Services, Inc.**

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
D. Farwell, Corporate Secretary

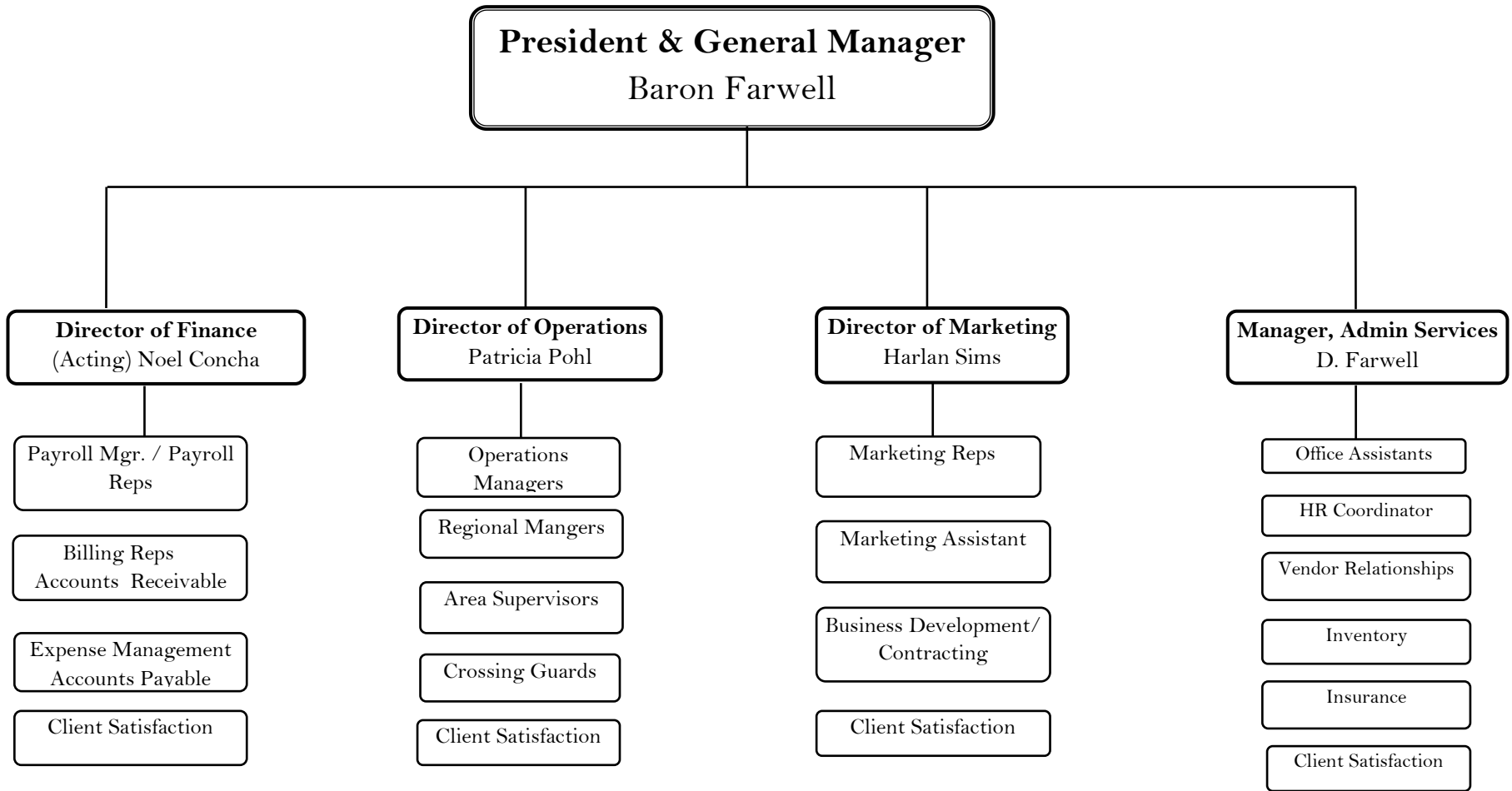
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Print Name and Title

Date \_\_\_\_\_

Date \_\_\_\_\_



# ALL CITY MANAGEMENT SERVICES



Times are best estimates					
<b>SRO OFFICER</b>		<b>COST</b>			
Task	Approximate # Hours Annually				
Recruiting	10	\$414.40			
Resume Review	20	\$828.80			
Scheduling Interviews	4	\$165.76			
Conducting Interviews	16	\$663.04			
Submission of hire req	3	\$124.32			
Contacting Hires	4	\$165.76			
Scheduling Training	4	\$165.76			
Actual Training	4	\$165.76			
Issuing Equipment	4	\$165.76			
Personnel Contact Information	5	\$207.20			
Supervision (part time)	10	\$414.40			
Fielding Complaints-Follow Ups	5	\$207.20			
Scheduling Substitutes	25	\$1,036.00			
Fielding Qustions from Crossing Guards (daily)	18	\$745.92			
Working with HR Associate in PD	10	\$414.40			
Misc. OT for Officer Evan related to Crossing Guards	25	\$1,554.00			
	167				
		<b>\$7,438.48</b>			
<b>SERGEANT'S TIME</b>	20	<b>\$1,257.00</b>			
<b>OFFICERS</b>					
substitutions with Officers and SRO's for absences	32	<b>\$1,344.00</b>			
<b>COMMUNICATIONS/COMMAND</b>					
Dispatch and Command Tower Time	15	<b>\$975.00</b>			
<b>OTHER</b>					
Police HR Specialist Time	60	\$1,200.00			
HR Department Time	3	<b>\$57.00</b>			
Equipment		<b>\$2,010.00</b>	\$22,281.48		
			\$45,000.00		
Bonus		<b>\$8,000.00</b>			
			<b>\$67,281.48</b>	\$79,020.00	<b>\$11,738.52</b>
			Current expense	Quote	Difference

**RESOLUTION NO. 2016-\_\_**

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND  
AUTHORIZING A ONE YEAR CONTRACT WITH ALL CITY MANAGEMENT  
(ACMS) TO ADMINISTER THE CROSSING GUARD PROGRAM, IN A NOT TO  
EXCEED AMOUNT OF \$79,020.**

Be It Resolved by the City Council of the City of Bloomington, Illinois,

1. That the bidding process be waived and the City Manager be authorized to execute a contract with All City Management Services (ACMS) for crossing guard services.

ADOPTED this 11<sup>th</sup> day of July, 2016.

APPROVED this \_\_\_\_ day of July, 2016.

CITY OF BLOOMINGTON

ATTEST

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

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

APPROVED AS TO FORM

\_\_\_\_\_  
Jeffrey R. Jurgens, Corporation Counsel