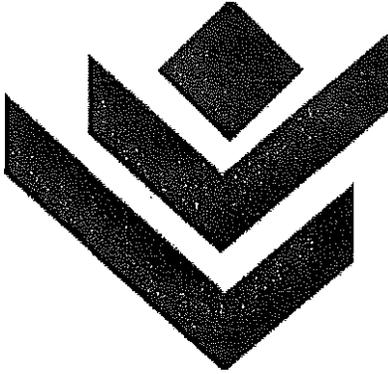




CITY OF
BLOOMINGTON
COUNCIL MEETING
JULY 23, 2018



City Logo Design Rationale

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

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

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

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

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

Brief Summary of Five Council Priorities

Five Priorities

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

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

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

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

1. Economic Development

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

2. Infrastructure

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

3. Financial Planning

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

4. Reduced Emergency Response Times

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

5. Downtown Implementation Plan

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



RESOLUTION NO. 2016 -29

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

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

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

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

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

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

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

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

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

Vision: A Jewel of Midwest Cities

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

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

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

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

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

Cherry L. Lawson, City Clerk

AGENDA



**CITY COUNCIL MEETING AGENDA
CITY HALL COUNCIL CHAMBERS
109 EAST OLIVE STREET, BLOOMINGTON, IL 61701
MONDAY, JULY 23, 2018; 7:00 P.M.**

- 1. Call to order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer**
- 4. Roll Call**
- 5. Recognition/Appointments**
 - A. Loyalty Oath of Office, Timothy Gleason, newly appointed Bloomington City Manager.
 - B. Recognition of Jim Karch, Public Works Director on being recognized by the Illinois Society of Professional Engineers with the 2018 Illinois Government Engineer of the Year Award.
 - C. Proclamation declaring the Recognition of 25th Anniversary of the Bistro and Bloomington's 1st Downtown Pride Festival.
- 6. Public Comment**
- 7. "Consent Agenda"**

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

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

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

- A. Consideration of approving the Minutes of the July 9, 2018 and the June 25, 2018 Regular City Council Meetings. *(Recommend the reading of minutes be dispensed and approved as printed.)*
- B. Consideration of approving Bills, Payroll, and Procurement Card Purchases in the amount of \$5,320,869.44. *(Recommend the Bills, Payroll, and Procurement Card Purchases be allowed in the amount of \$5,320,869.44, and orders drawn on the Treasurer for the various amounts as funds are available.)*
- C. Consideration of a three (3) year Intergovernmental Agreement between the Town of Normal, the County of McLean, the McLean County Soil and Water Conservation District, and the City of Bloomington regarding the Funding of a Soil Conservationist through the McLean County Soil and Water Conservation District, in the amount of \$70,000 per year, as requested by the Water Department. *(Recommend the three (3) year Intergovernmental Agreement between the Town of Normal, the County of McLean, the McLean County Soil and Water Conservation District, and the City of Bloomington be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- D. Consideration of the Purchase of one (1) Truck from Landmark Ford of Springfield, IL, using the State of Illinois Joint Purchase Contract, in the amount of \$50,002, as requested by the Water Department. *(Recommend the Purchase of one (1) Ford F550 Truck from Landmark Ford of Springfield, IL, using the State of Illinois Joint Purchase Contract #4018300 (expires 10/04/18), in the amount of \$50,002, be approved, and the Procurement Manager be authorized to issue a Purchase Order.)*
- E. Consideration of approving the City of Bloomington cost share commitment, in the amount of \$71,250, associated with the submittal of an Illinois Environmental Protection Agency (IEPA) 319 grant application prepared by the McLean County Soil and Water Conservation District for Watershed Plan Updates, as requested by the Water Department. *(Recommend Council approves the City of Bloomington cost share commitment, in the amount of \$71,250, associated with the submittal of an IEPA 319 grant application prepared by the McLean County Soil and Water Conservation District for Watershed Plan Updates in the amount of \$71,250, and if the grant is received, the Procurement Manager be authorized to execute a Purchase Order.)*
- F. Consideration of an Ordinance amending Chapter 22.2, the City's Human Relations Ordinance, based on updates to various laws, as requested by the Human Resources Department. *(Recommend the Ordinance amending Chapter 22.2 - Human Relations be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- G. Consideration of an Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol (Beer and Wine) on the 300 Block of North Main

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.

Street on Saturday, July 28, 2018 from 2:00 p.m. to 10:00 p.m. for The Bistro 25th Anniversary and Pride Fest, as requested by the City Clerk's Office. *(Recommend the Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol on the 300 Block of North Main Street on Saturday, July 28, 2018 from 2:00 p.m. to 10:00 p.m. for The Bistro 25th Anniversary and Pride Fest be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

- H. Consideration of an Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol (Beer and Wine) on Public Property in a portion of Downtown Bloomington during the Front Street Music Festival from 2:00 p.m. to 10:30 p.m. on Saturday, August 18, 2018, as requested by the City Clerk's Office. *(Recommend the Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol (Beer and Wine) on Public Property in a portion of Downtown Bloomington during the Front Street Music Festival from 2:00 p.m. to 10:30 p.m. on Saturday, August 18, 2018 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- I. Consideration of an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge at Lake Bloomington on August 10, 2018, the request from Bob Hogan and Molly Spence-Hawk to allow moderate consumption of alcohol, as requested by the City Clerk's Office. *(Recommend the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge at Lake Bloomington on August 10, 2018 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- J. Consideration of an Ordinance amending Chapter 14 of the Bloomington City Code by adding Article II providing for the Regulation of Small Wireless Facilities, as requested by the Legal Department. *(Recommend the Ordinance amending Chapter 14 of the Bloomington City Code by adding Article II providing for the Regulation of Small Wireless Facilities, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

8. "Regular Agenda"

- A. Consideration of a Resolution Waiving the Formal Bidding Process to enter into a Venue Agreement with LiveBarn, Inc. for the addition, installation and operation of an Automated Sports Broadcasting System at the Pepsi Ice Center, at no cost to the City, as requested by the Parks, Recreation & Cultural Arts Department. *(Recommend the Resolution Waiving the Formal Bidding Process and approving a Venue Agreement with LiveBarn, Inc., for the installation and operation of an Automated Sports Broadcasting System at the Pepsi Ice Center be approved, and the Mayor and City Clerk be authorized to execute the necessary*

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.

documents.) (Presentation by Jay Tetzloff, Parks, Recreation, and Cultural Arts Director, 5 minutes, City Council discussion, 5 minutes.)

- B. Consideration of a Contract with Felmley-Dickerson Company for construction of an elevator, in the amount of \$610,500, to comply with the Americans with Disabilities Act (ADA) at the Grossinger Motors Arena, formerly known as the US Cellular Coliseum (Re-Bid 2019-05), as requested by the Administration – Facilities Department. *(Recommend the Contract with Felmley-Dickerson Company for construction of an elevator, in the amount of \$610,500, to comply with the Americans with Disabilities Act (ADA) at the Grossinger Motors Arena, formerly known as the US Cellular Coliseum, be approved, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.) (Presentation by Russel Waller, Facilities Manager 10 minutes, Council discussion 10 minutes.)*

- C. Consideration of the following Water Department items:
 - a) Consideration of a Contract with CAD Construction, Inc. for replacement of the Lake Bloomington Water Treatment Plant Roof (Bid #2019-04), in the amount of \$323,139.65, as requested by the Water Department. *(Recommend the Contract with CAD Construction, Inc. (Bid# 2019-04) for replacement of the Lake Bloomington Water Treatment Plant New Annex Roof, in the amount of \$323,139.65 (Base Bid plus Alternate 1), be approved, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.)*

 - b) Consideration of a Contract with George Gildner, Inc., in the amount of \$385,075, for the Water Main Replacement on Cloud Street (City Bid No. 2019-06), as requested by the Water Department. *(Recommend the Contract with George Gildner, Inc. for the Water Main Replacement on Cloud Drive, in the amount of \$385,075, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.)*

 - c) Consideration of a Professional Services Contract with the Farnsworth Group, Inc. for Construction Observation related to the Water Main Replacement on Cloud Street (RFQ 2016-04, Resolution 16-10), not to exceed the amount of \$30,876.50, as requested by the Water Department. *(Recommend the Professional Services Agreement with the Farnsworth Group, Inc. for Professional Engineering Services related to the Construction Observation for the Water Main Replacement on Cloud Street, not to exceed the amount of \$30,876.50, be approved, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.)*

- D. Discussion regarding the Local Government Wage Increase Transparency Act on disclosable payments to Robert Coombs, as requested by the Human Resources Department. *(Informational only, as required pursuant to the Local Government Wage Increase Transparency Act, 50*

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.

ILCS 155/1.) (Presentation Nicole Albertson, Human Resources Director 5 minutes, City 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**

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.

RECOGNITIONS



Council Date: July 23, 2018

COUNCIL AGENDA ITEM NO. 5

Recognition/Appointments

- A. Loyalty Oath of Office, Timothy Gleason, newly appointed Bloomington City Manager.
- B. Recognition of Jim Karch, Public Works Director on being recognized by the Illinois Society of Professional Engineers with the 2018 Illinois Government Engineer of the Year Award.
- C. Proclamation declaring the Recognition of 25th Anniversary of the Bistro and Bloomington's 1st Downtown Pride Festival.

PROCLAMATION

Recognizing the 25th Anniversary of The Bistro and Bloomington's 1st Downtown Pride Festival

WHEREAS, in 1993, Jan Lancaster acquired The Bistro, a then nine-month-old business at 316 N. Main St. in Downtown Bloomington; and

WHEREAS, The Bistro has become a Downtown institution, welcoming everyone and celebrating our diverse community; and

WHEREAS, The Bistro is celebrating its 25th anniversary and hosting Bloomington's first Downtown Pride Festival, aiming to establish the Festival as an annual event; and

WHEREAS, it is important to embrace diversity, including the LGBTQIA community, their friends, and allies; and

WHEREAS, we wish continued success to The Bistro and all of our Downtown businesses

NOW, THEREFORE, I, Tari Renner, Mayor of Bloomington, Illinois, do recognize and celebrate the 25th Anniversary of The Bistro and Bloomington's 1st Downtown Pride Festival in the City of Bloomington, and call upon the people of Bloomington, Illinois to join their fellow citizens in this special observance.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Bloomington to be affixed this 23rd day of July, 2018.

Tari Renner
Mayor

Cherry Lawson
City Clerk

CONSENT AGENDA



CONSENT AGENDA ITEM NO: 7A

FOR COUNCIL: July 23, 2018

SPONSORING DEPARTMENT: City Clerk's Office

SUBJECT: Consideration of approving the Minutes of the July 9, 2018 and the June 25, 2018 Regular City Council Meetings.

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

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

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

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

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for Council consideration.

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

Recommended by:

A handwritten signature in black ink that reads "Steve Rasmussen".

Steve Rasmussen
Interim City Manager

Attachments:

- July 9, 2018 Regular City Council Meeting Minutes
- June 25, 2018 Regular City Council Meeting Minutes

**SUMMARY MEETING MINUTES
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS MONDAY, JULY 9, 2018, 7:00 P.M.**

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, July 9, 2018.

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

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

Staff Present: Steve Rasmussen, Interim City Manager; Jeffrey Jurgens, Corporation Counsel; Cherry Lawson, City Clerk; Scott Rathbun, Interim Finance Director; Scott Sprouls, IS Director; Nicole Albertson, Human Resource Director; Jim Karch, Public Works Director; Bob Yehl, Water Director; Clay Wheeler, Police Chief; Melissa Hon, Asst. to the City Manager; Bob Mahrt, Community Development Director; Kevin Kothe, City Engineer; Ryan Otto, City Engineer; Russ Waller, Facilities Manager; Patti-Lynn Silva, Chief Accountant; and other City staff were also present.

Recognition/Appointments

Public Comment

Mayor Renner opened the meeting to receive public comment, and the following individuals provided comments to the Council:

Gary Lambert	Scott Stimeling	Angela Scott	Elizabeth Gruber
Leon Kaeb	Glen Ludwig	Aaron Leneve	Regina Noland

“Consent Agenda”

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

Motion by Alderman Hauman and seconded by Alderman Schmidt that the Consent Agenda be approved with the exception of Item 7K.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 7A Consideration of approving Bills, Payroll, and Electronic Transfers in the amount of \$6,265,743.68. *(Recommend that the Bills, Payroll, and Electronic Transfers be allowed in the amount of \$6,265,743.68, and orders drawn on the Treasurer for the various amounts, as funds are available.)*

The following was presented:

Item 7B. Consideration of the Purchase of one (1) Backhoe from Altorfer, Inc. of East Peoria, IL, using the National Joint Powers Alliance Joint Purchasing Contract, in the amount of \$185,865, and the declaration of a used 2007 Cat 430E as surplus and sold via internet auction, as requested by the Public Works Department. *(Recommend the Purchase of one (1) Caterpillar 430F2 IT Backhoe from Altorfer, Inc. of East Peoria, IL, using the (NJPA) National Joint Powers Alliance joint purchasing contract number 032515-CAT (expiration 5/19/20), in the amount of \$185,865, be approved, and the Procurement Manager be authorized to issue a Purchase Order.)*

The following was presented:

Item 7C. Consideration of the Purchase of one (1) Truck with Service Body from Bob Ridings of Taylorville, IL, using the State of Illinois Joint Purchase Contract, in the amount of \$36,613, as requested by the Public Works Department. *(Recommend the Purchase of one (1) Ford F350 Truck with Service Body from Bob Ridings of Taylorville, IL, using the State of Illinois Joint Purchase Contract #PSD 4018301 (expires 10/4/18), in the amount of \$36,613, be approved, and the Procurement Manager be authorized to issue a Purchase Order.)*

The following was presented:

Item 7D. Consideration of an Annual Regional Service Agreement and Invoice for Payment to the McLean County Regional Planning Commission (MCRPC) for Regional Planning Services, in the amount of \$54,000, for the Fiscal Year July 1, 2018 through June 30, 2019, as requested by the Community Development Department. *(Recommend the Annual Regional Service Agreement with the McLean County Regional Planning Commission (MCRPC) for Regional Planning Services, in the amount of \$54,000, for the fiscal year July 1, 2018 through June 30, 2019 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

The following was presented:

Item 7E. Consideration of an Ordinance amending Ordinance 2018-23 for the FY 2019 Budget for the Fiscal Year Ending April 30, 2019 to allow for the expenditure in the amount of \$60,900, using donated funds from the Park Dedication Fund, to purchase materials such as bricks, masonry work, flagpoles, and lighting, as requested by the Fire department. *(Recommend the Ordinance amending Ordinance 2018-23*

for the FY 2019 Budget for the Fiscal Year Ending April 30, 2019 to allow for the expenditure in the amount of \$60,900, using donated funds from the Park Dedication Fund, to purchase materials such as bricks, masonry work, flagpoles, and lighting be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)

ORDINANCE NO. 2018 – 53

AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2019

The following was presented:

Item 7F. Consideration of an Ordinance approving the Transfer of Property, via a Quit Claim Deed, known as a 5' outlot adjacent to 122 Magoun Drive, in the amount of \$847, to the adjacent property owners, Michael and Caroline Fleming, as requested by the Public Works Department. *(Recommend the Ordinance approving the Transfer of Surplus, via a Quit Claim Deed, known as a 5' outlot adjacent to 122 Magoun Drive, in the amount of \$847, to the adjacent property owners, Michael and Caroline Fleming, be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

ORDINANCE 2018 - 54

AN ORDINANCE APPROVING THE TRANSFER OF SURPLUS PROPERTY KNOWN AS 5'
OUTLOT ADJACENT TO 122 MAGOUN DRIVE IN THE CITY OF BLOOMINGTON

The following was presented:

Item 7G. Consideration of a Petition for the Lake Bloomington Lease Transfer of Lot 3 in Block 12 in Camp Potawatomie from Florene R. Lawrence, Trustee of Trust #FLR-1 to Paul Lawrence and Helen Ogar, as requested by the Water Department. *(Recommend the Lake Lease Transfer be approved, subject to the transferee entering into an agreement to apply for permits for improvements on nonleased marginal land directly adjacent to and/or abutting the leased premises and providing documentation of the sale of the house located on the property, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

The following was presented:

Item 7H. Consideration of the application of the McLean County Fair Association located at 2242 Westgate Drive in Bloomington, requesting a LB (Limited Beer and Wine only) liquor license at the McLean County Fairgrounds and Interstate Center located at 1106 Interstate Drive on August 1, 2018 through August 4, 2018, during the McLean County Fair, which would allow the sale of beer and wine by the glass for consumption during the event, as requested by the City Clerk's Office. *(Recommend the application of the McLean County Fair Association located at 2242 Westgate Drive in Bloomington, requesting a LB (Limited Beer and Wine only) liquor license at the McLean County Fairgrounds and Interstate Center located at 1106 Interstate Drive on August 1, 2018 through August 4, 2018, during the McLean County Fair be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

The following was presented:

Item 7I. Consideration of the application for approval of a change of ownership for Winners of Bloomington, Inc., d/b/a Winners Lounge, located at 801 S. Main Street, having a TAPS Class liquor license (Tavern, All Types of Alcohol, Packaged, Sunday Sales) which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week and packaged sales for consumption off-premises, as requested by the City Clerk's Office. *(Recommend the change of ownership of Winners of Bloomington, Inc., d/b/a Winners Lounge, located at 801 S. Main Street, having a TAPS Class liquor license (Tavern, All Types of Alcohol, Packaged, Sunday Sales) which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week and packaged sales for consumption off-premises be approved.)*

The following was presented:

Item 7J. Consideration of the application for approval of a change of ownership of Old English Inn Ltd., d/b/a Windjammer Lounge, located at 2303 Stern Drive, Bloomington, IL 61701 requesting a TAPS Class liquor license (Tavern, All Types of Alcohol, Packaged, Sunday Sales) which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week and packaged sales for consumption off-premises. *(Recommend the change of ownership of Old English Inn Ltd., d/b/a Windjammer Lounge, located at 2303 Stern Drive be approved.)*

The following was presented:

Item 7K. Consideration of an Ordinance suspending portions of Chapter 6 of the Bloomington City Code prohibiting the possession of alcohol in public for the festival area in downtown Bloomington during the event on August 3, 2018, and the application of the Bloomington Normal Sunrise Rotary for an LB (Limited Beer and Wine) liquor license, which would allow the sale of beer and wine by the glass for consumption in the festival area during the Brats and Bags event to be held in a portion of Downtown Bloomington on August 3, 2018, as requested by the City Clerk's Office. *(Recommend the Ordinance suspending portions of Chapter 6 of the Bloomington City Code prohibiting the possession of alcohol in public for the festival area in downtown Bloomington during the event on August 3, 2018, and the application of the Bloomington Normal Sunrise Rotary for an LB (Limited Beer and Wine) liquor license for the Brats and Bags event to be held in a portion of Downtown Bloomington on August 3, 2018 be approved, and the Mayor and City Clerk authorized to execute the necessary documents.)*

ORDINANCE NO. 2018 - 55

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 26(d) OF CHAPTER 6 OF
THE BLOOMINGTON CITY CODE TO ALLOW POSSESSION OF OPEN ALCOHOL
ON PUBLIC PROPERTY IN SPECIFIED PORTIONS OF DOWNTOWN BLOOMINGTON DURING
THE BRATS AND BAGS FUNDRAISING TOURNAMENT

The following was presented:

Motion by Alderman Painter and seconded by Alderman Schmidt that the Ordinance suspending portions of Chapter 6 of the Bloomington City Code prohibiting the possession of alcohol

in public for the festival area in downtown Bloomington during the event on August 3, 2018, and the application of the Bloomington Normal Sunrise Rotary for an LB (Limited Beer and Wine) liquor license for the Brats and Bags event to be held in a portion of Downtown Bloomington on August 3, 2018 be approved, and the Mayor and City Clerk authorized to execute the necessary documents.

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

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

Recuse: Alderman Jamie Mathy

Nays: None.

Motion carried.

Item 7L. Consideration of a Resolution directing the City Clerk to receive and process the application of Nightshop, LLC., for a Video Gaming License, as requested by the Legal Department. *(Recommend the Resolution directing the City Clerk to receive and process the application of Nightshop, LLC. for a Video Gaming License be approved, and the City Clerk be directed to process the application for a Video Gaming License for the establishment.)*

RESOLUTION NO. 2018 – 42

A RESOLUTION DIRECTING THE CITY CLERK TO RECEIVE AND PROCESS THE APPLICATION OF NIGHTSHOP, LLC, FOR A VIDEO GAMING LICENSE

The following was presented:

Item 7M. Ratification of Contract with Telecommunicators Police Benevolent Labor Committee. *(Recommend the Contract be ratified.)*

The following was presented:

Item 7N. Ratification of Contract with IAFF, Local 49 Firefighters. *(Recommend the Contract be ratified, and the Bargaining Unit Team be authorized to execute the Contract.)*

“Regular Agenda”

The following was presented:

Item 8A. Presentation, discussion, update, and direction regarding Downtown Wayfinding Signage, as requested by the Public Works Department. *(Recommend potential direction on Downtown Wayfinding Signage Bids.) (Presentation by Jim Karch, Public Works Director, 5 minutes, City Council discussion, 10 minutes.)*

Mr. Karch provided a brief overview and introduced Kevin Kothe, City Engineer, and David Park, Chairman of the Downtown Signage Committee who provided a PowerPoint Presentation to Council. Council directed City staff to continue the course with the Downtown Wayfinding Signage, and looks forward to seeing the rolling RFP come forward.

The following was presented:

Item 8B. Consideration of a Resolution approving a Memorandum of Understanding between the City and the Bloomington-Normal Convention & Visitors Bureau (BNCVB) for the BNCVB to provide Economic Development Services in the amount of \$475,000 during the City's Fiscal Year 2019, as requested by the Community Development Department. *(Recommend the Resolution approving the Memorandum of Understanding between the City and the Bloomington-Normal Convention & Visitors Bureau be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Bob Mahrt, Community Development Director, 10 minutes, City Council discussion, 10 minutes.)*

Mr. Mahrt provided a brief overview of this item then introduced Crystal Howard of the B-N Convention Visitors Tourism Bureau who provided a PowerPoint Presentation of this item.

Ms. Mahrt stated they have had the opportunity to review documents with some of their economic development partners including memorandums of understanding and resolutions for funding support over the next year. Most of those had a term of one year and this proposal would have a term of one year. The Convention and Tourism Bureau serves as our Certified Convention and Visitors Bureau through the state for McLean County. They started the organization back in 2002. Initially, there was a five-year agreement for a funding support from both the town, the county, and the city. That agreement had been extended for another 10 years through December of 2018...or 2017. Over the last six months, we have been without an agreement for support of this economic development agency that serves our tourism interests.

He outlined the agreement term and the long-term commitment that the City of Bloomington has had with the Convention and Visitors Bureau. The City utilizes a portion of the hotel, motel tax receipts to support the Convention and Visitors Bureau. For many years, they had that intergovernmental agreement and that has since lapsed. The resolution and along with the exhibit A of the memorandum of understanding provides a list of activities that they would expect to be completed and undertaken by the Convention and Visitors Bureau, mostly branding and marketing of city events and also maintaining quality relationships with the state and local businesses.

Ms. Howard stated the Bloomington-Normal Area Convention and Visitors Bureau mission is to enhance the region's economic vitality, sustainability and quality of life by marketing the county as a compelling destination. In the past year, the State of Illinois has a grant and it is the state hotel tax. This grant is something that they apply for every year and they make up 31% of our budget. The City of Bloomington makes up 37% of our budget. They have other revenues coming from the town of Normal, the sports commission, and other revenues.

Alderman Schmidt stated the work of the B-N CVB is not just talk it is action. She asked about the 50% cut in allocation from the Town of Normal budget, and whether Ms. Howard and her staff would need to re-engineer its' efforts in order to accomplish all that they are trying to do. Ms. Howard stated their board has

directed them to have reserve funds. If, for instance, the state does not provide funding or it is cut, they have established its budget and they would have to use reserve funds.

Alderman Hauman asked whether there are any consideration of moving the CVB to either downtown Bloomington or uptown Normal for visibility purposes. Ms. Howard replied after their two year at the airport has expired, they would begin the research to establish a presence in the downtown Bloomington-Normal areas.

Alderman Black complimented Ms. Howard on the metrics of the B-N CVB and their efforts. He echoed Alderman Hauman comment on the move to the downtown area of Bloomington-Normal.

Alderman Mathy complimented Ms. Howard on their efforts and acknowledged those in the audience for their hard work.

RESOLUTION NO. 2018 - 43

A RESOLUTION APPROVING
A MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF BLOOMINGTON AND
THE BLOOMINGTON-NORMAL CONVENTION AND VISITORS BUREAU
FOR ECONOMIC DEVELOPMENT SERVICES

Motion by Alderman Black seconded by Alderman Hauman adopting the Resolution approving the Memorandum of Understanding between the City and the Bloomington-Normal Convention & Visitors Bureau be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 8C. Consideration of an Ordinance approving a Memorandum of Understanding between the City and Illinois Wesleyan University to support the Marketing and Redevelopment of the City and IWU properties in the 800 block of North Main Street, as requested by the Community Development Department. *(Recommend the Ordinance approving the Memorandum of Understanding between the City and Illinois Wesleyan University to support the Marketing and Redevelopment of the City and IWU properties in the 800 block of North Main Street be approved, and the Mayor and City Clerk be authorized to execute the*

necessary documents.) (Presentation by Bob Mahrt, Community Development Director, 10 minutes, City Council discussion, 10 minutes.)

Mr. Mahrt provided a brief presentation on the memorandum of understanding between the City of Bloomington and Illinois Wesleyan University. In March of 2016, the City Council had approved the purchase of approximately three acres located at 807 North Main. This tract along with a one-acre tract owned by Illinois Wesleyan was part of the core of the Mennonite Hospital campus in that same location. This is the first step in actively marketing the property between both parties that includes the requirement essentially to have a memorandum of understanding of a joint request for proposals for this redevelopment of this property, as well as reviewing the parameters that were established to allow for that to occur.

The City wanted to ensure that there was a commitment by Wesleyan to cause for the demolition of the property once we get an active developer interested in the property. They have agreed to cause a demolition of the structures prior to the transfer to a developer. That is listed under IWU Building Section E2. The duration of the memorandum of understanding takes us through December 31, 2020. It is the intention of staff to prepare the request for proposals out and submitted through the end of this year, and looks forward to have that done by December of 2018. The City wants to avoid having a set timeframe for a request for proposal. Staff is proposing the use of a rolling RFP. That is a continuous process whereby City staff will bring those requests back to the City Council for consideration and to Wesleyan for consideration. This is the first step of having the handshake deal to move forward with a joint RFP and then we will move forward with selecting that broker to assist us in that RFP.

Alderman Sage commented acknowledging community partners, and stating he knows there has been many countless hours in terms of working with the City of Bloomington. He appreciates the partnership the Council has with Wesleyan.

ORDINANCE NO. 2018 – 56

AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN ILLINOIS
WESLEYAN UNIVERSITY
AND THE CITY OF BLOOMINGTON, ILLINOIS
TO SUPPORT THE MARKETING AND REDEVELOPMENT
OF THE PROPERTIES IN THE 800 BLOCK OF NORTH MAIN STREET

Motion by Alderman Hauman seconded by Alderman Buragas adopting an Ordinance approving the Memorandum of Understanding between the City and Illinois Wesleyan University to support the Marketing and Redevelopment of the City and IWU properties in the 800 block of North Main Street be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

**Ayes: Aldermen Mwilambwe, Sage, Buragas, Black, Painter, Hauman, and Bray.
Recuse: Alderman Karen Schmidt**

Nays: None.

Motion carried.

The following was presented:

Item 8D. Consideration of the Purchase of two (2) pieces of equipment required for one (1) Automated Refuse Truck from Key Equipment and National Auto Fleet Group, using the National Joint Powers Alliance Joint Purchasing Contract, in the amount of \$352,804, as requested by the Public Works Department. *(Recommend the purchase of the two (2) pieces of equipment required for one (1) automated refuse truck: (one (1) Labrie Expert (T) 2000 Helping Hand Dual Arm Automated Side Loader body from Key Equipment, using the National Joint Powers Alliance (NJPA) (Contract #112014-LEG, expires 12/16/18), in the amount of \$179,202, and one (1) 2018 Crane Carrier model LDT2-30 chassis from National Auto Fleet Group in the amount of \$179,356, using the National Joint Powers Alliance (NJPA) (Contract #081716-NAF, expires 11/15/20), for a total of \$352,804, be approved, and the Procurement Manager be authorized to issue a Purchase Order.)*

Mayor Renner provided a brief overview of this item and stated Mr. Karch is present if there are any questions related to this agenda item.

Alderman Mathy stated during the budget meeting discussion there was an idea that was discussed to running two shifts of these trucks so that you would need fewer trucks to pick up all the trash in Bloomington. He asked what happened with that idea where does that stand at this point. Mr. Karch stated that recommendation was reviewed within his department; however, determined that it was not see a viable option at this time.

Motion by Alderman Hauman seconded by Alderman Schmidt approving the purchase of the two (2) pieces of equipment required for one (1) automated refuse truck: (one (1) Labrie Expert (T) 2000 Helping Hand Dual Arm Automated Side Loader body from Key Equipment, using the National Joint Powers Alliance (NJPA) (Contract #112014-LEG, expires 12/16/18), in the amount of \$179,202, and one (1) 2018 Crane Carrier model LDT2-30 chassis from National Auto Fleet Group in the amount of \$179,356, using the National Joint Powers Alliance (NJPA) (Contract #081716-NAF, expires 11/15/20), for a total of \$352,804, be approved, and the Procurement Manager be authorized to issue a Purchase Order.

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

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

Nays: None.

Motion carried.

City Manager's Discussion

Mr. Rasmussen reminded Council and the community of the many events that are occurring in downtown Bloomington as well as across the community.

Mayor's Discussion

Mayor Renner echoed the remarks of Mr. Rasmussen.

City Aldermen's Discussion

Alderman Black mentioned that he would be participating in the tricycle race in the Criterion Bike Race.

Alderman Hauman asked for an update on the Boys and Girls Club land acquisition.

Executive Session – Claims Settlement – Per Section 2(c) (12) of 5 ILCS 120/2 (10minutes)

[Minutes: 8:15 PM]

Adjourned to Closed Session

Motion by Alderman Hauman second by Alderman Bray that Council adjourns to closed session.

Motion carried. (Viva Voce)

Motion to Return to Open Session

Motion by Alderman Hauman seconded by Alderman Schmidt to return to the Open Session Meeting.

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

Nays: None

Adjournment

Motion by Alderman Mathy seconded by Alderman Black adjourning the meeting. Meeting adjourned at 8:25 p.m.

Motion carried. (Viva Voce)

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

**SUMMARY MEETING MINUTES
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS MONDAY, JUNE 25, 2018; 7:00 P.M.**

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, June 25, 2018.

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

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

Staff Present: Steve Rasmussen, Interim City Manager; Jeffrey Jurgens, Corporation Counsel; Cherry Lawson, City Clerk; Scott Rathbun, Interim Finance Director; Scott Sprouls, IS Director; Nicole Albertson, Human Resource Director; Jim Karch, Public Works Director; Bob Yehl, Water Director; Clay Wheeler, Police Chief; Melissa Hon, Asst. to the City Manager; Bob Mahrt, Community Development Director; Kevin Kothe, City Engineer; Ryan Otto, City Engineer; Russ Waller, Facilities Manager; Patti-Lynn Silva, Chief Accountant; and other City staff were also present.

Recognition/Appointments

- A. Appointment of John Argenziano to the Board of Library Trustees.
- B. Appointment of Jeffery Crabill to the Cultural Commission.

Public Comment

Mayor Renner opened the meeting to receive public comment, and the following individuals provided comments to the Council:

Glen Ludwig	Mike Matejka
Scott Stimeling	

“Consent Agenda”

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

Motion by Alderman Schmidt and seconded by Alderman Hauman that the Consent Agenda be approved with the exception of Item 7G.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 7A Consideration of approving the Minutes of the June 11, 2018 Regular City Council Meeting. *(Recommend the reading of the minutes be dispensed with and the minutes approved as printed.)*

The following was presented:

Item 7B. Consideration of approving Bills, Payroll, Procurement Card Purchases, and Electronic Transfers in the amount of \$8,217,049.27. *(Recommend the Bills, Payroll, Procurement Card Purchases, and Electronic Transfers be allowed in the amount of \$8,217,049.27, and orders drawn on the Treasurer for the various amounts, as funds are available.)*

The following was presented:

Item 7C. Consideration of Approving Appointments to Various Boards and Commissions. *(Recommend John Argenziano be appointed to the Board of Library Trustees and Jeffery Crabill be appointed to the Cultural Commission.)*

The following was presented:

Item 7D. Consideration of the Purchase of one (1) Dump Truck Chassis from National Auto Fleet Group, using the National Joint Powers Alliance (NJPA), in the amount of \$108,298, as requested by the Transmission and Distribution Division of the Water Department. *(Recommend the Purchase of one (1) 2018 Kenworth Model T370 Chassis from National Auto Fleet Group using the National Joint Powers Alliance (NJPA) (Contract #081716-KTC, expires 11/15/2020), in the amount of \$108,298, be approved, and the Procurement Manager be authorized to issue a Purchase Order.)*

The following was presented:

Item 7E. Consideration of the Purchase of one (1) replacement Backhoe from John Deere Construction Rental Sale of Moline, IL, using the National Joint Powers Alliance Joint Purchasing contract, for \$150,450, as requested by the Transmission and Distribution Division of the Water Department. *(Recommend the purchase of one (1) 2018 John Deere 410L Backhoe from John Deere Construction Rental Sale of Moline, IL, using the National Joint Powers Alliance Joint Purchasing (Contract # 032515-JDC, expires 5/19/2019), in the amount of \$150,450, be approved, and the Procurement Manager be authorized to issue a Purchase Order.)*

The following was presented:

Item 7F. Consideration of a Sidewalk Easement Agreement, in the amount of \$7,910, effective immediately, between Commerce Bank and the City of Bloomington, in conjunction with the FY 2019 General Resurfacing Contract, which includes resurfacing Fairway Drive, as requested by the Public Works Department. *(Recommend the Sidewalk Easement Agreement between Commerce Bank and the City of Bloomington, in the amount of \$7,910, in conjunction with the FY 2019 General Resurfacing Contract, which includes resurfacing Fairway Drive, be approved, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.)*

The following was presented:

Item 7G. Consideration of an Ordinance Amending the Fiscal Year 2018 Budget and approval of a Professional Services Contract with the Farnsworth Group, Inc., in the amount of \$106,000, using donated funds raised by the Friends of the BCPA/BCPA Capital Campaign, for Professional Architectural Services to Design HVAC Upgrades at the Creativity Center (RFQ 2016-04), as requested by the Parks, Recreation, and Cultural Arts Department. *(Recommend (1) the Ordinance Amending the Fiscal Year 2019 Budget to fund a Professional Services Contract with Farnsworth Group, Inc., in the amount of \$106,000.00, using donated funds raised by the Friends of the BCPA/BCPA Capital Campaign, be approved and the Mayor and City Clerk be authorized to execute the Ordinance; and (2) the Professional Services Contract with Farnsworth Group for Professional Architectural Services to Design HVAC Upgrades at the Creativity Center (RFQ 2016-04) be approved, and the Interim City Manager and the City Clerk be authorized to execute the Contract.)*

ORDINANCE NO. 2018 – 43

AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2019

Motion by Alderman Schmidt and seconded by Alderman Hauman that Item 7G be approved as presented.

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

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

Nays: None.

Recuse: Alderman Buragas.

Motion carried.

The following was presented:

Item 7H. Consideration of:

- a) a Resolution approving an Intergovernmental Agreement with the City of Bloomington

Township for the provision of various services, including Information Services, Mowing, Snow Removal, and Outdoor Lighting; and

- b) a Resolution approving the Intergovernmental Agreement between the City of Bloomington and the City of Bloomington Township Relating to the Provision of IT Services to the City of Bloomington Township Assessor, as requested by the City of Bloomington Township and recommended by the Legal Department.

(Recommend:

- a) a Resolution approving the Intergovernmental Agreement between the City of Bloomington and the City of Bloomington Township for the Provision of Various City Services; and*

RESOLUTION NO. 2018 – 35

A RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND THE CITY OF BLOOMINGTON TOWNSHIP FOR THE PROVISION OF VARIOUS SERVICES

- b) a Resolution approving the Intergovernmental Agreement between the City of Bloomington and the City of Bloomington Township Relating to the Provision of IT Services to the City of Bloomington Township Assessor be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

RESOLUTION NO. 2018 – 36

A RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND THE CITY OF BLOOMINGTON TOWNSHIP FOR THE PROVISION OF IT SERVICES TO THE TOWNSHIP ASSESSOR

The following was presented:

Item 7I. Consideration of an Ordinance approving an Amended Preliminary Plan, submitted by F.O.B. Development Inc., entitled “Empire Business Park Amended Preliminary Plan” for 34.90 acres located at the northeast corner of Empire Street/IL Route 9 and Airport Road, dated May 8, 2018, as requested by the Community Development Department – Planning Division. *(Recommend the Ordinance approving an Amended Preliminary Plan, submitted by F.O.B. Development Inc., entitled “Empire Business Park Amended Preliminary Plan” for 34.90 acres located at the northeast corner of Empire Street/IL Route 9 and Airport Road, dated May 8, 2018, be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

ORDINANCE NO. 2018 – 44

AN ORDINANCE APPROVING AN AMENDED PRELIMINARY PLAN ENTITLED “EMPIRE BUSINESS PARK AMENDED PRELIMINARY PLAN” FOR 34.90 ACRES LOCATED AT THE NORTHEAST CORNER OF EMPIRE ST/IL RT 9 AND AIRPORT RD., DATED MAY 8, 2018, AS REQUESTED BY

A PETITION FROM F.O.B. DEVELOPMENT INC.

The following was presented:

Item 7J. Consideration of an Ordinance which Rescinds Ordinance 2018-38 and approves a Petition from F.O.B. Development Inc. for an Easement Vacation Plat for Empire Business Park Eighth Addition and a Final Plat for Empire Business Park Ninth Addition, located east of Airport Road, south of Cornelius Drive, and north of Empire Street, as requested by the Public Works Department. *(Recommend the Ordinance which Rescinds Ordinance 2018-38 and approves a Petition from F.O.B. Development Inc. for an Easement Vacation Plat for Empire Business Park Eighth Addition and a Final Plat for Empire Business Park Ninth Addition, located east of Airport Road, south of Cornelius Drive, and north of Empire Street be approved, subject to the petitioner paying the required tap-on fees, and the Mayor and City Clerk authorized to execute the necessary documents.)*

ORDINANCE NO. 2018 – 45

AN ORDINANCE PROVIDING FOR THE RESCINDING OF ORDINANCE NUMBER 2018-38, THE VACATION OF A PORTION OF A UTILITY EASEMENT LYING WITHIN EMPIRE BUSINESS PARK EIGHTH ADDITION, AND APPROVING THE FINAL PLAT OF EMPIRE BUSINESS PARK NINTH ADDITION

The following was presented:

Item 7K. Consideration of an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge at Lake Bloomington on July 14, 2018, the request from Joel Eagles and Rachel Gladden to allow moderate consumption of alcohol, as requested by the City Clerk’s Office. *(Recommend the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge at Lake Bloomington on July 14, 2018 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

ORDINANCE NO. 2018 – 46

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 ON JULY 14, 2018 AT DAVIS LODGE AT LAKE BLOOMINGTON

The following was presented:

Item 7L. Consideration of an Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol on Public Property on Saturday, July 14, 2018 from 9:00 a.m. to 5:00 p.m. in specified areas of downtown Bloomington associated with the Bloomington Cycle Race Team for the Annual Criterium Bike Race, as requested by the City Clerk’s Office. *(Recommend the Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol on Saturday, July 14, 2018 from 9:00 a.m. to 5:00 p.m. in specified areas of downtown Bloomington associated with the Bloomington Cycle Race Team for the Annual Criterium Bike Race be approved, and*

the Mayor and City Clerk be authorized to execute the necessary documents.)

ORDINANCE NO. 2018 – 47

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE TO ALLOW POSSESSION OF OPEN ALCOHOL IN PUBLIC FOR SPECIFIED AREAS OF DOWNTOWN BLOOMINGTON ASSOCIATED WITH THE ANNUAL CRITERIUM BIKE RACE

The following was presented:

Item 7M. Consideration of an Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol on Public Property on Saturday, July 7, 2018 from 10:00 a.m. to 10:00 p.m. in specified areas of downtown Bloomington associated with the Bloomington Edge Music Festival and Block Party, as requested by the City Clerk’s Office. *(Recommend the Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol on Saturday, July 7, 2018 from 10:00 a.m. to 10:00 p.m. in specified areas of downtown Bloomington associated with the Bloomington Edge Music Festival and Block Party be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

ORDINANCE NO. 2018 – 48

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE TO ALLOW POSSESSION OF OPEN ALCOHOL IN PUBLIC FOR SPECIFIED AREAS OF DOWNTOWN BLOOMINGTON ASSOCIATED WITH THE BLOOMINGTON EDGE FOR THE BLOOMINGTON EDGE MUSIC FESTIVAL AND BLOCK PARTY

“Regular Agenda”

The following was presented:

Item 8A. Consideration of a Resolution appointing Timothy A. Gleason as City Manager and approving the City Manager’s Employment Contract, as requested by the Human Resources Department. *(Recommend the Resolution appointing Timothy A. Gleason as City Manager, effective July 23, 2018, and approving the City Manager’s Employment Contract, and the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Tari Renner, Mayor, 5 minutes.)*

Mayor Renner stated the City has had a very thorough national search process by GovHR. The City Council put in countless hours in looking at resumes, interviewing the finalists. Through this process have chosen Mr. Tim Gleason who is the current City Manager in Decatur. He was also the city manager in Washington, and Pennsylvania.

Mr. Gleason this is a great honor and very much appreciate the opportunity that he looks forward to working with Mr. Rasmussen as well as the Executive Team. I look forward to being a part of that team, and very much getting to know all of you better and carrying out your vision for the community.

Alderman Hauman stated for the record, though she will be voting in favor for Mr. Gleason as the City Manager, she does so with reservation. She does not feel as though Council used an effective process for this election. The outcome may well have been the same with a different process; however, she is not sure that as a Council it did its' best work in making this critical decision.

RESOLUTION NO. 2018 – 37

A RESOLUTION APPOINTING TIMOTHY A. GLEASON AS CITY MANAGER
AND APPROVING THE CITY MANAGER EMPLOYMENT CONTRACT

Motion by Alderman Bray second by Alderman Painter that Council approves the Resolution appointing Timothy A. Gleason as City Manager, effective July 23, 2018, and approving the City Manager's Employment Contract, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 8B. Consideration of an Ordinance Amending the City Code to Clarify Provisions on Agenda Management, as requested by the Legal Department. *(Recommend the Ordinance Amending the City Code regarding how Council Meeting Agendas are set and determined be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Jeffrey Jurgens, Corporation Counsel 5 minutes, Council discussion 15 minutes.)*

Mr. Jurgens stated the City did take up on Alderman Black's suggestion. There were some discussion about adding a provision that Council could not reintroduce the same item within six months unless there is a two-thirds vote from the floor to bring that item back up. As a result, that language was include in there. Again, this addressed agenda management from two different avenues. The first is that, at the Committee of the Whole Meetings, the City Manager will give you a list of items that are upcoming.

It does not mean that if something not on there, it might not appear to future agenda. It is going to be staff the best effort to get a list of all of those items to you. Council got a bit of a preview and you can have a little discussion on that if you would like. The heart of this then is that agenda initiative process that allows you to bring forward your own initiative. You fill out a one-page form submit it before the Committee of the Whole, that form will then go in the packet. There will not be any staff time dedicated to helping with that project. It will be up to Council, as the sponsor of that initiative, to come here before the Committee of the Whole and argue your case as to why additional staff time, a budget amendment, or those types of things should be undertaken to pursue that initiative.

Mayor Renner stated there are a couple issues in terms of process on this. I think I would state just for the record. That he does not plan to veto this item as Council had been discussing this back and forth for seven to eight months. I think it is comparatively new to the community, to the public. There has not been an open discussion of this amongst the public on structural matters. I think that's, generally, a good idea.

Another disappointing concern that there is not systematic data on that from either the Illinois Municipal League, or the International City Management Association, or the National League of Cities. Even anecdotal, like have other cities gone through something like this what are the consequences because there are always unintended consequences to issues. One thing I could certainly envision, just as an example, while Mr. Jurgens does say that it is up to the council member.

When Council is considering structural changes, it has to think 10 years or 20 years into the future. In that 10 or 20 years, council members may or not lean on staff for information to do some of the homework.

The other concern that I have is it is just also anecdotal. He was mayor about 30 days and had an alderwoman come to him who had over 100 items that she wanted me to bring to the city council. I did not bring any of the items to the city council and suggested that we needed a broader conversation on that. So, there are some other possibilities, you know, like crowding out the community the whole that there are things that are possibilities but I think at this point, the staff has done its due diligence.

This is certainly something that we can try but I did feel the need to say that for the record. If in a year from now, 5 years from now, 8 years from now, 10 years from now as future mayor or city council wants to look back at this, this will be part of the record of at least some of the concerns at the time.

ORDINANCE NO. 2018 – 49

AN ORDINANCE AMENDING THE CITY CODE REGARDING HOW COUNCIL MEETING AGENDAS ARE SET AND DETERMINED

Motion by Alderman Bray second by Alderman Sage that Council approves the Ordinance Amending the City Code regarding how Council Meeting Agendas are set and determined be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 8C. Presentation and action on a Resolution outlining the City's Guidelines for the utilization of Tax Increment Financing, as recommend by the City's Community Development Department - Office of

Economic Development. *(Recommend the Resolution outlining the City’s Guidelines for the utilization of Tax Increment Financing be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Jeffrey Jurgens, Corporation Counsel 15 minutes, Council discussion 15 minutes.)*

Mr. Jurgens stated this follows our conversation from last Monday. Since that time, staff were able to work with District 87 and as you can see, within the council memo and the resolution, we have worked out some new language that we believe accommodates the concerns of both the City and District 87. Representatives from District 87 were informed that this item was coming forward to Council during this meeting.

They see this as a compromise because it is not requiring that we are never going to have another 23-year TIF, but at the same time, we are pledging to work to address those types of concerns. We list some specific examples as to how we can address their concerns. When we cannot address their concerns, we are going to explain to the taxing districts why that is. The city staff is comfortable with this language District 87 is comfortable with this language.

RESOLUTION NO. 2018 – 38

A RESOLUTION AFFIRMING THE CITY OF BLOOMINGTON’S ECONOMIC DEVELOPMENT INCENTIVE GUIDELINE AND OUTLINING THE CITY’S GUIDELINES FOR THE UTILIZATION OF TAX INCREMENT FINANCING

Motion by Alderman Schmidt second by Alderman Painter that Council approves the Resolution outlining the City’s Guidelines for the utilization of Tax Increment Financing be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 8D. Consideration of three (3) Ordinances and three (3) Alternative Motions to establish the proposed Downtown East Washington Street Redevelopment Project Area (TIF District), as requested by the Community Development Department – Office of Economic Development.

Mr. Mahrt referenced the productive discussion during the last City Council meeting on an overview of the Downtown East Washington Street Redevelopment Project Area and TIF. They conducted a public hearing back in April and are under a TIF Act threshold of 90 days to take action on the ordinances approving the Downtown East Washington TIF without having to have a new public hearing and the process that is involved there.

Included within the packet are three ordinances that approve the TIF projects or the overall TIF plan. The first one is the approval of the TIF redevelopment plan for the Downtown East Washington Street Redevelopment Project Area. The second ordinance is ordinance designating the proposed Downtown East Washington Street Tax Increment Allocation Project, and the last is the actual Tax Increment Allocation Financing for the Downtown East Washington Street TIF.

These items was discussed because of that deadline or that threshold that we wanted you to take either direct action to approve it but staff's recommendation is to move forward with the approval of this TIF. However if Council is not willing to take action on these items at this time, the City request Council to consider tabling it and bringing it back for another meeting. That way, introducing the topic to bring back and we have met that threshold of 90 days, and can take action in a future date.

Alderman Schmidt stated that she is comfortable with this item, but questioned whether a large portion of this TIF is parking or vacant lots, and/or in a preservation neighborhood, and whether the City would be looking at change in the zoning codes, as it is a gateway to the downtown.

Mr. Mahrt stated we are guided through the Comprehensive Plan that Council adopted in 2015 and there are specific recommendations for economic development, and specific recommendations for the corridor planning in these particular high traffic areas. If we offer TIF incentives then we would be working with the City Council on a Redevelopment Agreement and work through that process. The City will reflect back on the TIF guidelines as well as our Economic Development Guidelines that Council adopted many years ago.

Alderman Painter questioned the span of the TIF area and asked why the City does not decrease the size of it. Mr. Mahrt stated through the process, staff reduced the size of this TIF and is referred to as a targeted TIF to these specific areas. When we looked at the TIF that there was the because of the state of the quality of the Lafayette apartments, that was actually taken out. The City would be able to generate enough increment to provide funding for the Bloomington High School project. There would be some residual of that project to help with our costs for administration and for the purchase of the Smith lot and the redevelopment of the Coachmen lot. If we shrink it too much, then we do not have those opportunities to utilize TIF without going back in and doing a new TIF. Therefore, we have some significant costs in the preparation and the creation of this TIF to start with, both administrative and consulting, and we have already done this work to get us this far.

Mr. Jurgens stated anytime you establish a new TIF, you have to go through the whole process and requalified it. If Council were to remove three to five years from now try to do a new one, it would have to go back and document all the eligibility factors and go through every step of the process, including all the notifications. While the consultant is very familiar with the site and as long as it did not change much, the eligibility part would not be as expensive but all other aspects of the TIF process would apply. A typical TIF of this size is around \$35,000 for the entire process, about half of that is the eligibility side about half is the plan size. The eligibility size probably would not be half the second go-around.

Alderman Buragas asked whether placing these properties in a TIF district make us more competitive in terms of redeveloping these areas. Mr. Mahrt stated it would. We have the opportunity utilizing TIF increment to support the developments that are proposed. It also helps advantage additional outside funding for the projects that may be looking at. In this case, we had some outside state and federal assistance for the

high school project and it was part of that TIF district and the ability to gain the access to that increment that assisted in getting those tax credits.

Alderman Black stated he is in favor of having a joint meeting with the Town of Normal with the possibility of adding this subject matter to the October agenda.

Alderman Bray stated the Council and staff are looking to accomplish three things in this item. Mr. Jurgens stated that is correct. Council would be approving the three ordinances as presented.

Alderman Buragas asked in casting this vote are we voting in favor of any particular project for this particular site or in this TIF area. Mr. Jurgens replied no. This has nothing to do with an individual project. It has to do with the redevelopment project area and the related.

Mr. Weber stated it does have to do with the project that you approved last June. This TIF has to be in place in order to make that agreement but it does not affect any other specific projects.

Recommend the following:

Staff Recommend Motions:

- a) *The Ordinance Approving the TIF Redevelopment Plan for the Downtown East Washington Street Redevelopment Project Area be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.*
- b) *The Ordinance Designating the proposed Downtown East Washington Street Redevelopment Project Area, a Redevelopment Project Area pursuant to the Tax Increment Allocation Redevelopment Act, be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.*
- c) *The Ordinance Adopting Tax Increment Allocation Financing for the Downtown East Washington Street Redevelopment Project Area be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.*

(Presentation by Bob Mahrt, Community Development Director, 15 minutes, City Council discussion 15 minutes)

a)

ORDINANCE NO. 2018 – 50

AN ORDINANCE OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, APPROVING THE TAX INCREMENT FINANCING REDEVELOPMENT PLAN DOWNTOWN EAST WASHINGTON STREET REDEVELOPMENT PROJECT AREA

Motion by Alderman Buragas second by Alderman Schmidt that Council approves the Ordinance Approving the TIF Redevelopment Plan for the Downtown East Washington Street

Redevelopment Project Area be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

b)

ORDINANCE NO. 2018 – 51

**AN ORDINANCE OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS,
DESIGNATING THE PROPOSED DOWNTOWN EAST WASHINGTON STREET
REDEVELOPMENT PROJECT AREA PURSUANT TO THE TAX INCREMENT ALLOCATION
REDEVELOPMENT ACT**

Motion by Alderman Buragas second by Alderman Schmidt that Council approves the Ordinance Designating the proposed Downtown East Washington Street Redevelopment Project Area, a redevelopment Project Area pursuant to the Tax Increment Allocation Redevelopment Act, be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

c)

ORDINANCE NO. 2018 – 52

**AN ORDINANCE OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, ADOPTING
TAX INCREMENT ALLOCATION FINANCING FOR THE DOWNTOWN EAST WASHINGTON
STREET REDEVELOPMENT PROJECT AREA**

Motion by Alderman Buragas second by Alderman Schmidt that Council approves The Ordinance Adopting Tax Increment Allocation Financing for the Downtown East Washington Street Redevelopment Project Area be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 8E. Consideration of a Resolution approving a Memorandum of Understanding between the City and the Economic Development Council of the Bloomington-Normal Area (BNEDC), wherein the BNEDC will provide economic development consulting services for the City in the amount of \$100,000 during the City's Fiscal Year 2019 as requested by the BNEDC and the City's Community Development Department. *(Recommend the Resolution approving a Memorandum of Understanding between the City and the Economic Development Council of the Bloomington-Normal Area be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Bob Mahrt, Community Development Director, 10 minutes; City Council discussion 10 minutes).*

Mr. Mahrt provided a brief overview stating Council has had previous agreements with the Economic Development Council. He discussed the map of Economic Development Councils throughout the state and you can see that most all our regional or state competitors also have Economic Development Councils and they have similar services that are provided to municipalities or countywide government. We have included today a resolution that includes the Memorandum of Understanding. It outlines the terms of the agreement as well as some of the services that are intended to be provided through that under the exhibits.

Mr. O'Grady spoke of the trip to Rivian Motors in Plymouth, Michigan stating the Bloomington/Normal communities are very confident of what the future holds for this business. There are currently 60 employees working towards 500. Brand industries, which came into this town, and was in the news again just recently, they're up to 90 employees at that location, north of Normal, planning for 500. That was a case where we really had to pitch hard because they were looking at sites in Ohio and Iowa. He spoke of other business that have come into the community or have decided to stay in the community.

Alderman Sage stated he is more concern with performance measures, and asked for clarification on discussions that Council has had on this subject. He needed some help understanding kind of the approach or the direction for the performance measures. Mr. O'Grady stated working with DCEO he could give Council a couple of great examples Rivian and Brandt where we went to the State of Illinois looking for edge credits. We worked through them, through the Governor's office in order to get those for these two companies. So, working with DCEO is a common thing for us, we are in communication with them.

Mayor Renner followed up on Alderman Sage question stating that that would help generally in terms of the elected bodies to have more of interests.

Alderman Schmidt thanked Mr. O’Grady for the additional information Council had been receiving on a regular basis. That has been very helpful to get that and to get it in bytes instead of whole play.

Alderman Buragas echoed Alderman Schmidt’s comments and thanked Mr. O’Grady for the responsiveness of its EDC staff, and the executive leadership of the board.

RESOLUTION NO. 2018 – 39

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BLOOMINGTON AND THE ECONOMIC DEVELOPMENT COUNCIL OF THE BLOOMINGTON NORMAL AREA FOR ECONOMIC DEVELOPMENT CONSULTING SERVICES

Motion by Alderman Black second by Alderman Buragas that Council approves the Resolution approving a Memorandum of Understanding between the City and the Economic Development Council of the Bloomington-Normal Area be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 8F. Consideration of a Resolution to provide \$125,000 to the Economic Development Council of the Bloomington-Normal Area (BNEDC) in support of the B-N Advantage Economic Development Strategy as requested by the BNEDC, the McLean County Chamber of Commerce, and the Community Development Department. *(Recommend the Resolution supporting and funding the B-N Advantage, a Collaborative Economic Development Strategy for the Bloomington-Normal-McLean County Region be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Bob Mahrt, Community Development Director, 10 minutes; City Council discussion 10 minutes).*

Mr. Mahrt stated last year the City Council did support the B-N Advantage Program and the development strategies under that in the amount of about \$123,000 that we have a request for this coming year for continued support under the B-N Advantage. There are five major concentrations or elements of their strategic plan and those include: workforce development, quality of place, marketing, entrepreneurship, matrix, geometrics matrix, more of the data gathering, and, in this case, they have specifically asked for additional investment for EDC.

Mr. Rasmussen acknowledged these funds had been budgeted this fiscal year. Although budgeted and approved in the portion we call contributions, the City is requesting formal action by Council to provide him authority to release those funds and write that check.

Mr. Moore provided an overview of why the funds are sought and highlighted marketing efforts community wide.

Alderman Mwilambwe asked for clarification on the marketing efforts. Mr. O’Grady stated we have a team put together of some extraordinary individuals in the community in the areas of marketing and communication from the universities, from businesses such as state firm. In fact, Ms. Dukowitz, Communication Managers from the organization, has recently joined that group. They have developed, based on the budget that helped them develop, a plan and strategy for the future that is more than just flyers. He asked for an update to marketing efforts to bring more businesses into the community.

Mr. O’Grady stated marketing is expensive and a hard process that are not opposed to doing. However as they are in transition of seeking a new CEO, the will continue to meet with site selectors in Chicago so that those efforts do not stop.

Alderman Black stated as he reviews the packet of materials, he asked how much in the way of private dollars have been invested into B-N Advantage. Mr. Moore stated in looking at private versus public funding, at this point, this includes all funding. If you look at total funding right now, we are at 71% private and 29% public funding. That does not include all of the in-kind. There is been technology donated, website services donated, and time donated for different variety of areas. When you look at it like that right now, we are at that 71% private sector investment threshold.

RESOLUTION NO. 2018 – 40

A RESOLUTION SUPPORTING AND FUNDING BN ADVANTAGE, A COLLABORATIVE ECONOMIC DEVELOPMENT STRATEGY FOR THE BLOOMINGTON-NORMAL-MCLEAN COUNTY REGION
(City’s Fiscal Year 2019)

Motion by Alderman Bray second by Alderman Hauman that Council approves the Resolution supporting and funding the B-N Advantage, a Collaborative Economic Development Strategy for the Bloomington-Normal-McLean County Region be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 8G. Presentation and discussion on prioritization/implementation of Downtown Bloomington

Work Plan recommendations (non-catalyst projects), as requested by the Community Development Department. *(Presentation and discussion only.) (Presentation by Bob Mahrt, Community Development Director, 15 minutes)*

Mr. Mahrt provided an overview of this item stating just over a one month and a half ago Council considered the recommendations from the Downtown Bloomington Work Plan. Council requested associated cost with each project. He reviewed the process of identifying the costs for each project area within the plan. When we identify a cost that is minimal, we are identifying that as a cost that is built into our staff time. To move this a project forward, we have to prioritize internally the department and its' budget. The final report review, that is minimal. Its in-house, its staff time. As we go through some of the projects, the short term, medium term and long term, cost may be associated with how we implement these projects through time. He reviewed the below recommendations by the former Downtown Task Force Committee.

- Creating the certain downtown areas as a public park.
 - Short-term: Themed plantings for the City's tree wells this year has minimal cost associated.
 - Additional landscape plantings, results in increasing cost associated with it.
 - Added Urban Ambassador Service, utilizing an outside consultant that serves to make the downtown appearance to be hospitable and clean. An RFP would need to be issued, and then implementation of the program which would roughly cost \$100,000 to \$200,000 per year.
 - There are additional costs to create a downtown park-like setting to include the possible hiring of additional Park staff. If you wanted to go full on every landscape bed coordination with the county to take over their landscaping, we are looking at another halftime owner culturist and another halftime seasonal worker there.

- Walkability of public spaces
 - The City's Cultural staff designed and installed it and McLean County reimbursed the City for its costs.
 - County contacted the City regarding the Law and Justice Center green space. They reached out to the City at one point to design that area. Although that would be a great winter project, he as whether Council wants the Parks Department to do the work, the City will be reimbursed from the County.
 - Funding is needed to move forward on some of these projects.

Mr. Mahrt stated this is just a presentation to Council and not action is required this evening on this item.

Ms. Hon stated she was tasked to develop a system to assist Council in prioritizing some of the projects. She took the five council priorities from the strategic plan, including all of the objectives. She explained the rating process associated with the council priorities. She would be available to assist or answer questions from Council related to the prioritizing of the projects.

The following was presented:

Item 8H. Consideration of the following items from the Public Works Department:

- a) Consideration of the Purchase of four (4) pieces of equipment required for two (2) Knuckleboom Trucks with Chassis from National Auto Fleet Group, using the National Joint Powers Alliance

Joint Purchasing Contract, in the amount of \$308,819.96, as requested by the Public Works Department. *(Recommend the purchase of four (4) pieces of equipment required for two (2) Knuckleboom Trucks (two (2) Pac-Mac Knuckleboom Model KBF-20HJ and TKB2030 Scow Body Trucks, using the National Joint Powers Alliance (NJPA) (Contract #031014HOL-MAC), in the amount of \$129,463.96, and two (2) 2018 Kenworth Model T370 Chassis from National Auto Fleet Group in the amount of \$179,356.00, using the National Joint Powers Alliance (NJPA) (Contract #801716-KTC, expires 11/15/2020)), for a total of \$308,819.96, be approved, and the Procurement Manager be authorized to issue a Purchase Order.)*

Mr. Karch provided a brief overview of this item, and provided an updated to bulk waste asking Council approval to approve the purchase. They were looking to purchase two knuckle booms of which we would be looking to implement and start to use them towards brush once they come in. The intention would be start to get some metrics. They want to get some equipment, metrics, and have staff used to it and understanding the best ways we can implement this and use it for collection purposes.

Motion by Alderman Hauman second by Alderman Painter that Council approves the purchase of four (4) pieces of equipment required for two (2) Knuckleboom Trucks (two (2) Pac-Mac Knuckleboom Model KBF-20HJ and TKB2030 Scow Body Trucks, using the National Joint Powers Alliance (NJPA) (Contract #031014HOL-MAC), in the amount of \$129,463.96, and two (2) 2018 Kenworth Model T370 Chassis from National Auto Fleet Group in the amount of \$179,356.00, using the National Joint Powers Alliance (NJPA) (Contract #801716-KTC, expires 11/15/2020)), for a total of \$308,819.96, be approved, and the Procurement Manager be authorized to issue a Purchase Order.

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

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

Nays: None.

Motion carried.

Mr. Karch stated the MFT item for Council action is for the City to be able to have the resolution so that we can pay the Motor Fuel Tax bill that we have for electricity. It is part of the overall bill and cost. This is a standard item, however, it's over the \$250,000 mark, we wanted to bring this to you.

- b) Consideration of an MFT Resolution Approving Payments for Street Lighting Electrical Energy and Rental Charges through the FY 2019 Motor Fuel Tax (MFT) General Maintenance Program, in the amount of \$870,000, for the period May 1, 2018 through April 30, 2019, as requested by the Public Works Department. *(Recommend the MFT Resolution Approving Payments for Street Lighting Electrical Energy and Rental Charges through the FY 2019 Motor Fuel Tax (MFT) General Maintenance Program (19-00000-00-GM), in the amount of \$870,000, for the period May 1, 2018 through April 30, 2019, be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

(Presentation by Jim Karch, Public Works Director, 5 minutes, City Council discussion, 5 minutes.)

RESOLUTION NO. 2018 – 41

RESOLUTION FOR MAINTENANCE UNDER THE ILLINOIS HIGHWAY CODE

Motion by Alderman Hauman second by Alderman Painter that Council approves the MFT Resolution Approving Payments for Street Lighting Electrical Energy and Rental Charges through the FY 2019 Motor Fuel Tax (MFT) General Maintenance Program (19-00000-00-GM), in the amount of \$870,000, for the period May 1, 2018 through April 30, 2019, be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

Adjourned to Closed Session

Motion by Alderman Black second by Alderman Schmidt that Council adjourns to closed session.

Motion carried. (Viva Voce)

Motion to Return to Open Session

Motion by Alderman Hauman seconded by Alderman Bray to return to the Open Session Meeting.

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

Nays: None

City Manager Comments

Mr. Rasmussen provided an update to Council on all of the events happening in and around the downtown area as well as throughout the community.

Mayor's Comments

Mayor Renner thanked Alderman Schmidt for sitting in for him to handle the Mayor's Open House as he was on vacation. He highlighted the Hindu Festival and stated it is an event that all should come to enjoy. The thanked the Bloomington Fire Department for 150 years in the community.

Aldermanic Comments

Alderman Hauman stated the trash truck comes out on Tuesday, and commented on how Public Works picks up the trash throughout the community.

Alderman Bray complimented the Public Works Department on the ease of use to drop of bulk garage.

Executive Session – Collective Bargaining – Per Section 2(c) (2) of 5 ILCS 120/2 (10minutes)

Adjourned to Closed Session

Motion by Alderman Hauman second by Alderman Bray that Council adjourns to closed session.

Motion carried. (Viva Voce)

Motion to Return to Open Session

Motion by Alderman Hauman seconded by Alderman Schmidt to return to the Open Session Meeting.

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

Nays: None

Adjournment

Motion by Alderman Hauman seconded by Alderman Bray adjourning the meeting. Meeting adjourned at 9:20 p.m.

Motion carried. (Viva Voce)

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk



CONSENT AGENDA ITEM: 7B

FOR COUNCIL: July 23, 2018

SUBJECT: Consideration of approving Bills, Payroll, and Procurement Card Purchases in the amount of \$5,320,869.44.

RECOMMENDATION/MOTION: The Bills, Payroll, and Procurement Card Purchases be allowed in the amount of \$5,320,869.44, 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 \$5,320,869.44 (Payroll total \$2,547,267.13, Accounts Payable total \$2,631,330.73, and Procurement Card Purchases total \$142,271.58).

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Accounts Payable

Reviewed by: Scott Rathbun, Interim Finance Director

Recommended by:

A handwritten signature in black ink that reads "Steve Rasmussen".

Steve Rasmussen
Interim City Manager

Attachment:

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

CITY OF BLOOMINGTON FINANCE REPORT

Council of July 23, 2018

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
7/5/2018	\$ 1,456,745.66	\$ 385,942.57	\$ 1,842,688.23
7/6/2018	\$ 259,874.40	\$ 81,817.52	\$ 341,691.92
7/13/2018	\$ 276,133.47	\$ 86,753.51	\$ 362,886.98
Off Cycle Adjustments			
		PAYROLL GRAND TOTAL	\$ 2,547,267.13

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
7/23/2018	AP General	\$ 2,498,677.28
7/23/2018	AP Comm Devel	\$ 33,728.28
	AP IHDA	
7/23/2018	AP Library	\$ 45,566.14
7/23/2018	AP MFT	\$ 2,750.24
7/11/2018-7/18/2018	Off Cycle Check Runs	\$ 50,608.79
	AP Bank Transfers	
	AP GRAND TOTAL	\$ 2,631,330.73

PCARDS

Date Range	Total
6/1/2018 - 6/30/2018	\$ 142,271.58
PCARD GRAND TOTAL	\$ 142,271.58

TOTAL	\$ 5,320,869.44
--------------	------------------------

Respectfully,

F. Scott Rathbun
Interim Finance Director



CONSENT AGENDA ITEM NO. 7C

FOR COUNCIL: July 23, 2018

SPONSORING DEPARTMENT: Water Department

SUBJECT: Consideration of a three (3) year Intergovernmental Agreement between the Town of Normal, the County of McLean, the McLean County Soil and Water Conservation District, and the City of Bloomington regarding the Funding of a Soil Conservationist through the McLean County Soil and Water Conservation District, in the amount of \$70,000 per year, as requested by the Water Department.

RECOMMENDATION/MOTION: The three (3) year Intergovernmental Agreement between the Town of Normal, the County of McLean, the McLean County Soil and Water Conservation District, and the City of Bloomington be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: The Soil Conservationist position has been funded by the City Water Department for approximately twenty-six (26) years. Prior to 2009, the agreement was renewed annually. Beginning in 2009, three (3) year agreements were approved by Council. The current proposed agreement is for an annual expenditure of \$70,000 for FY 2016, FY 2017 and FY 2018. Future expenditures will be for FY 2019, FY 2020 and FY 2021. Funding is included in the Department's FY 2019 budget with funding to be allocated in the FY 2020 and FY 2021 budgets. The amount of \$70,000 has remained the same since FY 2012. In addition, McLean County and the Town of Normal joined the agreement in 2012, with annual funding amounts of \$10,000 each. The current agreement expires at the end of September 2018. Therefore, staff is requesting approval at this time to provide the governing bodies of the Town of Normal and of McLean County sufficient time to consider the agreement during their regularly scheduled meetings.

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

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Town of Normal, the County of McLean Building and Zoning, McLean County Regional Planning Commission, McLean County Highway Department, Illinois State University, City of Bloomington Public Works Engineering Department, Greenways Committee and McLean County Soil and Water Conservation District.

FINANCIAL IMPACT: This cooperative effort would entail a commitment from the City Water Fund in the amount of \$70,000.00 per year for the three (3) year agreement. The City's commitment to this Intergovernmental Agreement in year one for \$70,000.00 is budgeted in FY 2019. The funding is included in the Water Purification-Other Professional and Technical Services Account (50100130-70220). Stakeholders can locate this in the FY 2019 Proposed Budget Book titled, "Other Funds & Capital Improvement Program" on page 93.

COMMUNITY DEVELOPMENT IMPACT: UEW-1 Provide quality public infrastructure within the City to protect public health, safety and the environment.

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

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

Respectfully submitted for Council consideration.

Prepared By: Joseph M. Darter, Property Manager

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

Finance & Budgetary Review By: Chris Tomerlin, Budget Analyst
Scott Rathbun, Interim Finance Director

Water/Community Dev. Review By: Bob Mahrt, Community Development Director
Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read "Steve Rasmussen". The signature is fluid and cursive, with a long horizontal stroke at the end.

Steve Rasmussen
Interim City Manager

Attachments:

- Proposed IGA 2018-2021
- Current IGA
- 2014-2015 McLean County Soil & Water Conservation District Annual Report
- 2015-2016 McLean County Soil & Water Conservation District Annual Report
- 2016-2017 McLean County Soil & Water Conservation District Annual Report

INTERGOVERNMENTAL AGREEMENT 2018-2021

This agreement is entered into as of this 1st day of October 2018, by and between the City of Bloomington, Town of Normal and County of McLean (hereinafter referred to as the “City”, “Town” and “County”) and the McLean County Soil and Water Conservation district (hereinafter referred to as the “District”).

A. Purpose of This Agreement:

The purpose of this agreement is to establish a framework for the continuing administration and implementation of the McLean County Watersheds Management Program, hereafter referred to as the “Program” prepared by the District, and include 1) maintenance and improvement of Lake Bloomington and Evergreen Lake water quality through implementation of the watershed management plans; 2) assistance to the City, Town and County in obtaining grant funding for watershed management projects; and 3) facilitate the review, updates and modifications of the watershed plans.

B. Period of Agreement:

The period of this agreement commences October 1, 2018 and ends October 1, 2021.

C. Payment:

The City, Town, and County shall pay the District the following amounts for services:

- a. The first year of the agreement (2018) payments of \$70,000 shall be made by the City, \$10,000 by the Town and \$10,000 by the County, by the first (1st) week of October, pending the receipt of invoices from the District by the 20th day of the preceding month.
- b. The second (2nd) year of the agreement (2019), payments of \$70,000 shall be made by the City, \$10,000 by the Town and \$10,000 by the County by the first (1st) week of October, pending the receipt of invoices from the District by the 20th day of the preceding month.
- c. The third (3rd) year of the agreement (2020), payments of \$70,000 shall be made by the City, \$10,000 by the Town and \$10,000 by the County by the first (1st) week of October, pending the receipt of invoices from the District by the 20th day of the preceding month.

D. Description of Services:

The District shall:

- Promote agricultural and conservation practices in the Lake Bloomington and Evergreen Lake watersheds via newsletters, news releases, social media, field days and demonstration sites.
- Work closely with producers in the Lake Bloomington and Evergreen Lake watersheds to continue nutrient management and conservation practices.
- Promote Best Management Practices (BMP) such as waterways, filter strips, nutrient management, conservation tillage, stream bank stabilization, wetlands and cover crops, through available federal and state cost share programs to producers in the Lake Bloomington and Evergreen Lake watersheds.
- Act as a liaison between conservation groups and funding agencies such as, The Nature Conservancy, Association of Illinois Soil & Water Conservation Districts, Illinois Environmental Protection Agency, Natural Resource Conservation Service,

Illinois Department of Natural Resources, Ecology Action Center, Parklands, McLean County Farm Bureau, and Friends of EverBloom.

- Provide annual status reports of the implementation of the Watershed Plans to Bloomington, Normal, and the McLean County.
- Prepare an update for both the Evergreen Lake and Lake Bloomington Watershed Plans.
- Work with Illinois State University to continue the valuable partnership between students, researchers, faculty to continue to improve water quality.
- Serve as liaison between all parties with lake shoreline and streambank stabilization projects. Work closely with consultant, contractors, and Army Corp of Engineers to ensure successful implementation of projects and grants.

E. **Indemnification and Hold Harmless:**

The District shall save and hold the City, Town and County, (including its officials, agents and employees) free and harmless from all liability, public or private penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of action, claims and judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity or property of any kind (including, but not limited to choices in action) arising out of or in any way connected with the performance under this agreement, for any costs, expenses, judgments, and attorney's fee paid or incurred or paid for on behalf of the City, Town and/or County, and/or its agents and employees, by insurance provided by the aforementioned government bodies.

F. **Additional Agreements:**

This agreement may be modified by mutual consent of the parties hereto and agreed to in writing and does not preclude separate agreements between the District and individual units of government for additional services.

City of Bloomington

Date

Town of Normal

Date

County of McLean

Date

McLean County Soil and Water Conservation District

Date

INTERGOVERNMENTAL AGREEMENT 2015-2018

This Intergovernmental Agreement is entered into as of this 1st day of October 2015, by and between the City of Bloomington, Town of Normal and County of McLean (hereinafter referred to as the "City", "Town" and "County") and the McLean County Soil and Water Conservation district (hereinafter referred to as the "District").

A. Purpose of This Agreement:

The purpose of this agreement is to establish a framework for the continuing administration and implementation of the McLean County Watersheds Management Program, hereafter referred to as the "Program" prepared by the District, and include 1) maintenance and improvement of Lake Bloomington and Evergreen Lake water quality through implementation of the watershed management plans; 2) the performance of a watershed conservation education program for the City, Town and County; 3) assistance to the City, Town and County in obtaining grant funding for watershed management projects; and 4) facilitate the review, updates and modifications of the watershed plans.

B. Period of Agreement:

The period of this agreement commences October 1, 2015 and ends October 1, 2018.

C. Payment:

The City, Town and County shall pay the District the following amounts for services:

- a. The first year of the agreement (2015) payments of \$70,000 shall be made by the City, \$10,000 by the Town and \$10,000 by the County, by the first (1st) week of October, pending the receipt of invoices from the District by the 20th day of the preceding month.
- b. The second (2nd) year of the agreement (2016), payments of \$70,000 shall be made by the City, \$10,000 by the Town and \$10,000 by the County by the first (1st) week of October, pending the receipt of invoices from the District by the 20th day of the preceding month.
- c. The third (3rd) year of the agreement (2017), payments of \$70,000 shall be made by the City, \$10,000 by the Town and \$10,000 by the County by the first (1st) week of October, pending the receipt of invoices from the District by the 20th day of the preceding month.

D. Description of Services:

The District shall:

- Promote agricultural practices in the Lake Bloomington and Evergreen Lake watersheds via newsletters, news releases and social media.
- Work with producers in the Lake Bloomington and Evergreen Lake watersheds to continue nutrient management and conservation practices.
- Promote Best Management Practices (BMP) such as waterways, filter strips, nutrient management, conservation tillage, grade stabilization structures, stream bank stabilization, wetlands and cover crops, through available federal and state cost share programs to producers in the Lake Bloomington and Evergreen Lake watersheds.
- Act as a liaison between conservation groups and funding agencies such as, The Nature Conservancy, Association of Illinois Soil & Water Conservation Districts, Illinois Environmental Protection Agency, Natural Resource Conservation Service, U of I Extension, Illinois Department of Natural Resources, Ecology Action Center, Parklands and Friends of EverBloom.
- Provide quarterly status reports and an annual summary of the implementation of the Watershed Plans to Bloomington, Normal and the McLean County. The annual reports are submitted in October. Information is also regularly disseminated in the biannual SWCD newsletter and periodic watershed newsletters. The McLean County SWCD website contains this information, as well <http://mcleancountyswcd.com>.
- Prepare five year updates to the Evergreen Lake and Lake Bloomington Watershed Plans. The Watershed Oversight Committee is currently working on updates to the Evergreen Lake plan. Information gathering to update the urban section of Lake Bloomington's plan is underway with an IEPA section 319 grant.

E. Indemnification and Hold Harmless:

The District shall save and hold the City, Town and County, (including its officials, agents and employees) free and harmless from all liability, public or private penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of action, claims and judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity or property of any kind (including, but not limited to choices in action) arising out of or in any way connected with the performance under this agreement, for any costs, expenses, judgments, and attorney's fee paid or incurred or paid for on behalf of the City, Town and/or County, and/or its agents and employees, by insurance provided by the aforementioned government bodies.

F. Additional Agreements:

This agreement may be modified by mutual consent of the parties hereto and agreed to in writing and does not preclude separate agreements between the District and individual units of government for additional services.

City of Bloomington, IL

Attest

Karen Schmidt, Mayor Pro Tem
Karen Schmidt, Mayor Date 7/14/15

T. Renee Gooderham
T. Renee Gooderham, Deputy Clerk

Town of Normal, IL

Attest

Chris Koos
Chris Koos, Mayor Date 8/3/15

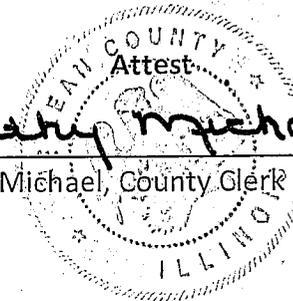
Wendellyn Briggs
Wendellyn Briggs, Town Clerk

McLean County, IL

Attest

Matt Sorenson
Matt Sorenson County Board Chair
8-18-2015
Date

Kathy Michael
Kathy Michael, County Clerk



McLean County Soil and Water
Conservation District

Attest

Mike Kelly SWCD Chair
Mike Kelly, Chairman Date 8/27/15

[Signature]
Clerk/Secretary



Lake Bloomington/Evergreen Lake Watershed

Annual Report

October 1, 2014– September 30, 2015

WATERSHEDS ANNUAL REPORT
2014-2015

Agreement between the City of Bloomington,
Town of Normal, County of McLean and
McLean County Soil & Water Conservation District

The Lake Bloomington and Evergreen Lake watersheds make up over 69,000 acres of the total acres in McLean County. The importance of conservation practices applied to those acres in the protection of our drinking water supply is unmeasurable, but crucial to our community. This year's achievements and goals focused on the construction and implementation of many conservation projects. Funding through grants and this important partnership's continued commitment for conservation makes our watersheds stand out as a true conservation innovator in the protection our drinking water.

The T-3 site continues to be an excellent demonstration site for the landowners and producers. The area showcases a one acre wetland that is designed to treat tile water before it enters the stream. This type of wetland is known for nitrate removal and is specifically designed to intercept and treat agricultural drainage water. The Interpretive Nature Trail serves the community as an environmental educational area, and provides health and wellness benefits for the public with the 26 educational stations. The trail is a valuable resource for numerous educational programs and field trips. A riparian saturated buffer constructed on the site will give us valuable water quality monitoring information of the tile water entering the area and tributary.

An Illinois Environmental Protection Agency 319 grant was applied for and received. The grant is a collaborative effort involving SWCD, City of Bloomington and Illinois State University. The survey focused on resident's water quality perceptions, conservation and lawn care practices. A random sampling of 1,000 households in the watershed were asked to complete the survey. Final data and results are currently being analyzed and compiled.

A partnership with the Illinois State University Agricultural Department has resulted in a cover crop study within two sub watersheds in Lake Bloomington watershed. One area is planted to cover crops and the water quality is monitored while the control area is monitored without the application of cover crops.

The Adapt Network program was offered to producers in the both watersheds again this year. There were 92 fields enrolled. One of the goals of the program is to help a producer implement optimum nitrogen management on their farm, without the detrimental effects of the application of excess nitrogen, which finds its way into our drinking water supply. The information obtained included aerial images, guided stalk nitrate sampling tests, along with

soil nitrate testing on each of the enrolled fields. In addition to the stalk tests we had ten nitrogen rate strip trials. The trials compared four application rates applied in randomized strips replicated in a producer's field. After the information was analyzed, a meeting was held to review each participant's data and results.

The partnership with The Nature Conservancy (TNC) to install tile drained wetlands has seen great success this year. The goal is to show how the wetlands can improve water quality by reducing nitrates in the water. Three wetlands have been completed in the Lake Bloomington watershed. There are an additional three wetlands scheduled to begin in several weeks.

In a unique partnership with The Nature Conservancy and the Coca-Cola Company a one acre wetland was designed and constructed near Lake Bloomington on City property. The project was fully funded by Coca-Cola Company. The Nature Conservancy is conducting the monitoring of the site.

An inventory was completed of all the perennial vegetation that is established along the tributaries in both watersheds. Plans are to target those areas that do not have any existing cover to install conservation practices to better aid in nutrient runoff and soil erosion.

Friends of EverBloom has been a valuable partner for the watershed efforts. Together we develop and work on projects that will protect and restore the environment at both Lake Bloomington and Evergreen Lake. Numerous projects have been accomplished such as establishment of native aquatic vegetation, a boater safety class, high school fishing tournaments, Lakes Fest and Fix-A-Leak Week. During the Fix-A-Leak promotion we had a presence at four local retailers distributing leak detection kits and educating the public on the importance of conserving water.

The Watershed Conservationist works closely with producers and landowners in both watersheds to increase the number of best management practices on the land. Currently there are approximately 65 producers between Evergreen Lake and Lake Bloomington watersheds who are involved with the Conservation Reserve Program (CRP), Environmental Quality Incentive Program (EQIP) and Conservation Stewardship Program (CSP). These conservation programs include the following best management practices; filter strips, waterways, cover crops, no-till, nutrient management, stalk nitrate testing and streambank stabilization projects. A bi-annual newsletter is customized to issues and concerns in the watersheds for landowners and producers.

The Soil and Water Conservation District continues to be involved in numerous educational activities and events, including:

- FFA Soil Judging Contest- 75 participants
- McLean County Conservation Day -481 3rd graders, 24 classrooms
- Earth Express, a mobile classroom unit for McLean County schools-1460 students, 57 classrooms
- Educational programs
- Envirothon Competition- 6 schools, 30 participants
- "The Dirt" educational newsletter – 700 newsletters to educators in McLean County
- Conservation Family Day
- Wildlife Management Clinic – 39 in attendance
- Chick it Out Program-9 classrooms hatched pheasant chicks
- Jim Rutherford Scholarship – 2 scholarships awarded
- Pond & Land Management Workshop – 50 participants
- Lady Landowner Meeting – 28 participants
- Website, www.mcleancountyswcd.com

The Watershed Oversight Committee held five meetings this past year. The primary focus has still been reviewing and updating the Evergreen Lake plan. The three committees have been reviewing their areas of the plan and making progress on a number of tasks. This committee includes partners from IL Department of Natural Resources (IDNR), Heartland Community College, ISU Agricultural Department, Ecology Action Center, The Audubon Society, McLean County Parks and Recreation, McLean County Building and Zoning, McLean County Regional Planning, Parklands and The Nature Conservancy. We continue to work on securing grant funding sources to assist with watershed protection and management projects.

We continue the strong working partnership with Natural Resource Conservation Service (NRCS), Farm Service Agency (FSA), The Nature Conservancy (TNC), Mackinaw Drinking Watersheds Project and the producers and landowners in both Lake Bloomington and Evergreen Lake watersheds.

Project Photos



**One acre wetland at the T-3 site
at Evergreen Lake.**



**Wetland funded by the Coca -
Cola Company near Lake
Bloomington.**



**CP - 39 Wetland in the Lake
Bloomington Watershed.**



Lake Bloomington/Evergreen Lake Watershed

Annual Report

October 1, 2015– September 30, 2016

WATERSHEDS ANNUAL REPORT

2015-2016

Agreement between the City of Bloomington,
Town of Normal, County of McLean and
McLean County Soil & Water Conservation District

The Lake Bloomington and Evergreen Lake watersheds make up over 69,000 acres of the total acres in McLean County. The importance of conservation practices applied to those acres in the protection of our drinking water supply is unmeasurable, but crucial to our community. This year's achievements focused on showcasing watershed practices and projects that included shoreline protection, wetlands, cover crops and various other conservation projects. The continued commitment for conservation makes our watersheds stand out as a true conservation innovator in the protection of our drinking water. The ability to apply and receive grant funding has benefitted from the success of previous projects.

Lake Bloomington saw the installation of 1750 feet of shoreline protection near the spillway. A grant from Reservoir Fisheries Habitat Partnership funded the installation of the 100 feet of fish lunkers structures at the project site.

The T-3 site continues to serve as an outstanding demonstration site for the landowners and producers. At the site they can see a one acre wetland that is designed to treat tile water before it enters the stream. The Interpretive Nature Trail is a valued resource for numerous educational programs, tours and field trips. The riparian saturated buffer allowed an Illinois State University student to monitor and study valuable water quality information of the tile water entering the area and tributary. He was able to present that information as his thesis and will be a great baseline of data as we continue to monitor the site. Numerous tours have been given of the demonstration area that has been created to showcase innovative conservation practices.

As part of an Illinois Environmental Protection Agency 319 grant a random sample of 939 households in Bloomington, Towanda, Hudson, Lake Bloomington and north Normal were selected to receive a survey. The questions on the survey asked their perception on water quality, conservation and lawn care practices. The response rate was outstanding, a total of 550 households completed our survey which was a 58% response rate. We intend to use the data and findings to update both Lake Bloomington and Evergreen Lake watershed plans along with develop future outreach and education activities. The full report can be found on the McLean County SWCD website. The grant was a collaborative effort between SWCD, City of Bloomington and Illinois State University.

The cover crop study project with the Illinois State University Agricultural Department is still ongoing. Two sub watersheds in Lake Bloomington watershed are being monitored to test how well cover crops keep nutrients in the soil. One sub watershed is planted to cover crops and the water quality is monitored while the control sub watershed is monitored without the application of cover crops.

The grant with The Nature Conservancy (TNC) to install six tile drained wetlands has been completed. All six, totaling 3 acres, are located in Lake Bloomington watershed. Water quality monitoring is taking place at each location along with ongoing monitoring of the Coke Wetland, located near Lake Bloomington. The goal of the wetlands is to show landowners and producers how they can improve water quality by reducing nitrates in the water if they install a tile drained wetland on their farm. The Ag Advisory Group, small group of landowners and producers in the watershed, has been formed to utilize their experience, perceptions and knowledge to guide future grants and projects associated with the Mackinaw River Drinking Watershed Project.

Friends of EverBloom continues to be a valuable partner for the watershed efforts. SWCD works closely with the group on projects that will protect and restore the environment at both Lake Bloomington and Evergreen Lake. This year we were able to host a boater safety class, a high school fishing tournament, Lakes Fest at Comlara Park and Fix-A-Leak Week event at several local hardware stores.

The Evergreen Lake Tributary 2 (T-2) site had six rock riffle structures installed to help reduce sediment loading and improve the aquatic habitat on the tributary and Evergreen Lake. Another grant from Reservoir Fisheries Habitat Partnership was applied for and received to help defray the cost of the installation. Monitoring of the site will be performed by Illinois Department of Natural Resources.

The Watershed Conservationist continues to work closely with producers and landowners in both watersheds to increase the number of best management practices on the land. There are many landowners and producers within the two watersheds who are enrolled in the Conservation Reserve Program (CRP), Environmental Quality Incentive Program (EQIP) and Conservation Stewardship Program (CSP). These conservation programs include the following best management practices; filter strips, waterways, cover crops, conservation tillage, nutrient management, streambank stabilization projects and constructed wetlands. A bi-annual newsletter is customized to issues and concerns in the watersheds for landowners and producers.

The Soil and Water Conservation District continues to be involved in numerous educational activities and events, including:

- FFA Soil Judging Contest- 65 participants, 9 schools
- McLean County Conservation Day -418 3rd graders, 20 classrooms
- Educational programs to local schools, clubs and organizations
- Envirothon Competition- 6 schools, 30 participants
- "The Dirt" educational newsletter – 700 newsletters to educators in McLean County
- Conservation Family Day at Comlara Park-100 in attendance
- Wildlife Management Clinic – 39 in attendance
- Jim Rutherford Scholarship – 2 scholarships awarded
- Pond Management Workshop – 50 participants
- Tour for Russian Soil Scientist to wetlands
- Tour for Wild Ones to showcase trail
- Cover crop on pipeline acres in watershed
- Illinois Department of Agriculture Conservation Cropping Field Day
- Water Testing (nitrates) in cooperation with Illinois Corn Growers
- Website, www.mcleancountyswcd.com

The Watershed Oversight Committee held three meetings this past year. The primary focus has still been reviewing and updating the Evergreen Lake plan. This committee includes partners from IL Department of Natural Resources (IDNR), Heartland Community College, Ecology Action Center, The Audubon Society, McLean County Parks and Recreation, McLean County Building and Zoning, McLean County Regional Planning, Parklands and The Nature Conservancy. We continue to work on securing grant funding sources to assist with watershed protection and management projects.

We continue the strong working partnership with Natural Resource Conservation Service (NRCS), Farm Service Agency (FSA), The Nature Conservancy (TNC), Mackinaw Drinking Watersheds Project, Illinois State University and the producers and landowners in both Lake Bloomington and Evergreen Lake watersheds.

Project Photos



BEFORE

Shoreline protection at
Lake Bloomington



AFTER



CP - 39 Wetland in the Lake
Bloomington Watershed.



Lake Bloomington/Evergreen Lake Watershed

Annual Report

October 1, 2016– September 30, 2017

WATERSHEDS ANNUAL REPORT 2016-2017

Agreement between the City of Bloomington,
Town of Normal, County of McLean and
McLean County Soil & Water Conservation District

The Lake Bloomington and Evergreen Lake watersheds make up over 69,000 acres of the total acres in McLean County. The importance of conservation practices applied to those acres in the protection of our drinking water supply is unmeasurable and crucial to our community. This past year was focused on continuing to build on the success of projects, shoreline stabilization and grants that showcase the watersheds. The continued commitment to conservation makes our watersheds stand out as true conservation leaders in the protection of our drinking water.

Evergreen Lake saw two major shoreline stabilization projects this past year. Over 800 feet of shoreline was protected at the campground area. This project consisted of the installation of a roadway along the eroding bank which allowed for the placement of the large stone to protect the shoreline. The picnic area recently had five separate reaches of shoreline protected, totaling 1040 feet of stone toe protection. Both projects were coordinated and administered by the Watershed Conservationist.

The Evergreen Lake T-3 location continues to function as an exceptional demonstration site for us to showcase innovative conservation practices to producers and landowners. The wetland, riparian saturated buffer and interpretive nature trail are all valuable resources for educational programs, tours and field trips. The riparian saturated buffer is showing a significant reduction in nitrate levels before the tile water enters the stream.

A partnership with McLean County Farm Bureau, Illinois State University and Sun Ag, Inc. led to a grant for producers in Evergreen Lake watershed to have weekly nitrate testing of tile outlets. An Illinois State University student collected the weekly water samples. The samples were analyzed and reports provided to participating producers on a monthly basis. The purpose of the grant was to increase awareness of nutrient loss issues in the watershed and provide data to producers to make informed decisions regarding their nutrient management.

An Illinois Environmental Protection Agency 319 grant was applied for and received. The primary objective of the project is to reduce agricultural nitrogen loss into Lake Bloomington watershed by reducing the reliance of fall anhydrous application and increasing implementation of pre-plant/side dress nitrogen application in the watershed. The grant pays for the custom application of pre-plant/spring side dressed nitrogen on 3,000 acres in the Lake Bloomington watershed over a two year period. For the acres enrolled in the pilot project we will collect and

analyze data through soil and stalk nitrogen tests and crop yields. The grant is a collaborative effort between McLean County SWCD, City of Bloomington, The Nature Conservancy and Brucker Crop Services, LLC.

Two Illinois State University students were hired as summer interns this year with a generous grant from McLean County Sportsmen's. The interns performed a variety of duties including weekly water sampling, set up and installation of data loggers at monitoring locations and an infiltrometer study at the T-3 site.

The Lake Bloomington watershed was selected as a National Water Quality Initiative Pilot by the United States Department of Agriculture-Natural Resources Conservation Service. This watershed was the only one selected in the state due to the solid and successful program we have had for over twenty years with the landowners and producers and the projects we have accomplished. A watershed assessment and outreach plan were developed. Critical priority areas were identified in an effort to reduce sedimentation and improve water quality in Lake Bloomington. Application has been made requesting financial assistance through the National Water Quality Initiative (NWQI) to assist landowners in installing conservation practices

A mailed self-administered survey of Lake Bloomington and Evergreen Lake landowners was conducted to gather a baseline of current agricultural and conservation practices, as well as perceptions and concerns about the watershed and water quality. There was a response rate of 39%. The information collected will help us to demonstrate current efforts by landowners to reduce nutrient losses from farmland, identify management strategies and conservation practices that are of greatest interest and benefit to producers and landowners and develop new outreach approaches to promote implementation of practical and effective conservation practices.

The cover crop study project with the Illinois State University Agricultural Department is still on going. Two sub watersheds in Lake Bloomington watershed are being monitored to test how well cover crops keep nutrients in the soil. One sub watershed is over 65% planted to cover crops and the water quality is monitored while the control sub watershed is monitored without the application of cover crops.

The six wetlands constructed and installed in the Lake Bloomington watershed are continuing to be monitored. A minor amount of maintenance and upkeep has been required on several of those located in the floodplain. The results are being compiled in a report to share with the landowners to show how the water quality is improving on their farms since the installation of the wetlands. A summary of results will be available to the public in the watershed newsletters. The Ag Advisory Group, small group of landowners and producers in the watershed, is meeting

quarterly. Their perceptions, farming experience and conservation knowledge serves as a guide to the Mackinaw River Drinking Watershed Project.

Friends of EverBloom continues to be a valuable partner for the watershed efforts. The SWCD is actively involved with the group on projects that will protect and restore the environment at both Lake Bloomington and Evergreen Lake. This year the group held a boater safety class, a high school fishing tournament, Conservation Family Day at Comlara Park, Fix-A-Leak Week promotion, and Lakes Fest. Lakes Fest is our annual fundraising event that was able to raise funds this year to begin a reforestation project at both lakes in addition to providing some equipment for the beach area at Comlara Park.

The Watershed Conservationist continues to work closely with producers and landowners in both watersheds to increase the number of best management practices on the land. There are many landowners and producers within the two watersheds who are enrolled in the Conservation Reserve Program (CRP), Environmental Quality Incentive Program (EQIP) and Conservation Stewardship Program (CSP). These conservation programs include the following best management practices; filter strips, waterways, cover crops, conservation tillage, nutrient management, streambank stabilization projects and constructed wetlands. A bi-annual newsletter is customized to issues and concerns in the watersheds for landowners and producers.

The Soil and Water Conservation District continues to be involved in numerous educational activities and events, including:

- FFA Soil Judging Contest- 75 participants, 9 schools
- McLean County Conservation Day -301 3rd graders, 16 classrooms
- Educational programs to local schools, clubs and organizations
- Envirothon Competition- 10 teams, 50 participants
- Conservation Family Day at Comlara Park-100 in attendance
- Jim Rutherford Scholarship – 2 scholarships awarded
- Cover crop program on pipeline acres in watershed

The Watershed Oversight Committee continues to meet quarterly. The primary focus this past year was reviewing and updating the Evergreen Lake plan. This committee includes partners from IL Department of Natural Resources (IDNR), Heartland Community College, Ecology Action Center, The Audubon Society, McLean County Parks and Recreation, McLean County Building and Zoning, McLean County Regional Planning, Parklands and The Nature Conservancy.

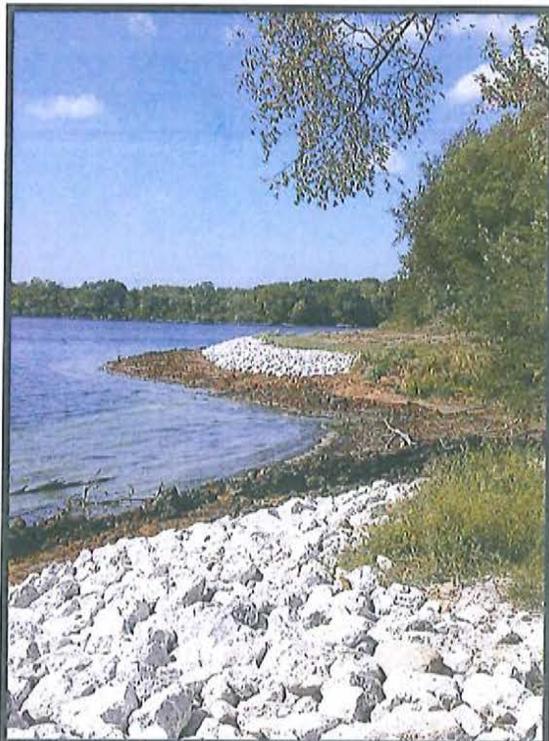
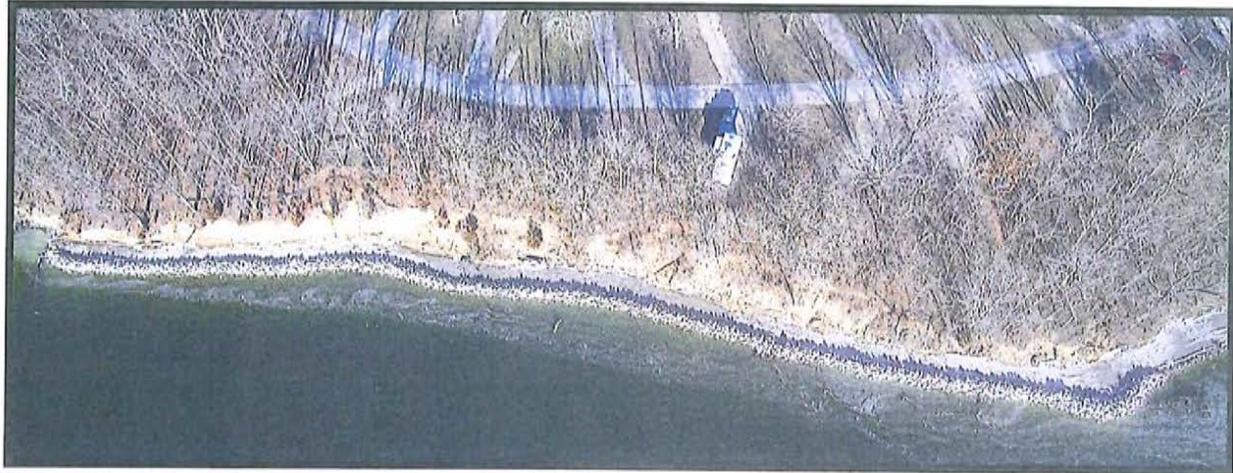
We continue the strong working partnership with the Natural Resource Conservation Service (NRCS), Farm Service Agency (FSA), The Nature Conservancy (TNC), Illinois State University, McLean County Farm Bureau, Friends of EverBloom and the producers and landowners in both Lake Bloomington and Evergreen Lake watersheds.

Project Photos



**LEFT: IEPA 319 Lake
Bloomington Watershed
Pilot Project Field Day**

**BELOW: Shoreline
protection at Evergreen
Lake at campground**



**LEFT & BELOW: Shoreline protection at
Evergreen Lake at picnic area**





CONSENT AGENDA ITEM NO. 7D

FOR COUNCIL: July 23, 2018

SPONSORING DEPARTMENT: Water Department

SUBJECT: Consideration of the Purchase of one (1) Truck from Landmark Ford of Springfield, IL, using the State of Illinois Joint Purchase Contract, in the amount of \$50,002, as requested by the Water Department.

RECOMMENDATION/MOTION: The Purchase of one (1) Ford F550 Truck from Landmark Ford of Springfield, IL, using the State of Illinois Joint Purchase Contract #4018300 (expires 10/4/18), in the amount of \$50,002, be approved, and the Procurement Manager be authorized to issue a Purchase Order.

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

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

BACKGROUND: The Water Department Transmission and Distribution Division has a 2006 Dodge Dakota that is scheduled for replacement this Fiscal Year. It has 78,311 miles on it. The maintenance cost to date for this unit is \$14,153.86. Recent mechanical issues have involved the engine electrical system, lights, exhaust, front suspension and steering, air conditioner, and transmission cooler lines. The unit's body is also badly rusted. The replacement Ford F550 will provide the Water Department capabilities not available with a pickup truck. The replacement unit will have a stainless steel dump and fold-down sides to make it more versatile. The new truck will also include a mini-dump body and will be able to pull the hydro excavation trailer that the Department utilizes frequently. Staff respectfully requests to have the replaced unit declared as surplus so that it can be sold in a public auction on Publicsurplus.com or Govdeals.com.



COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Funds totaling \$52,325 are included in the Water Transmission and

Distribution-Capital Outlay Equipment Other than Office account (50100120-72140). Stakeholders can locate this in the FY 2019 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 92 and 178. If approved, a budget transfer will move the \$52,325 budgeted amount to the Water Transmission and Distribution-Capital Outlay Licensed Vehicle account (50100120-72130) where the purchase will be charged.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Rob Krones, Superintendent of Fleet Maintenance

Reviewed By: Robert Yehl, PE, Water Director
Michael Hill, Miscellaneous Technical Assistant

Finance & Budgetary Review By: Chris Tomerlin, Budget Analyst
Scott Rathbun, Interim Finance Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- Quote Unit W10 Truck Replacement



CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: July 23, 2018

SPONSORING DEPARTMENT: Water Department

SUBJECT: Consideration of approving the City of Bloomington cost share commitment, in the amount of \$71,250, associated with the submittal of an Illinois Environmental Protection Agency (IEPA) 319 grant application prepared by the McLean County Soil and Water Conservation District for Watershed Plan Updates, as requested by the Water Department.

RECOMMENDATION/MOTION: Council approves the City of Bloomington cost share commitment, in the amount of \$71,250, associated with the submittal of an IEPA 319 grant application prepared by the McLean County Soil and Water Conservation District for Watershed Plan Updates in the amount of \$71,250, and if the grant is received, the Procurement Manager be authorized to execute a Purchase Order.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1e: Partnering with others for the most cost-effective service delivery; Objective 5a: Well-planned City with necessary services and infrastructure.

BACKGROUND: In 2008, watershed plans for Lakes Evergreen and Bloomington by the McLean County Soil and Water Conservation District, along with local governments, landowners, local experts and concerned citizens, were approved by the Illinois Environmental Protection Agency. The plans include practices that, when implemented, would decrease the amount of nutrients and sediment entering our water supply reservoirs. Since most of the land in the watersheds are in agricultural production, most of the emphasis in implementation and outreach was focused on the agricultural community.

What is the Section 319(h) Grant Program?

The Section 319(h) Grant Program is a competitive financial assistance grant program established to help control nonpoint source (NPS) pollution. Under Section 319 of the Clean Water Act, federal funds are allocated to the designated water quality agency in each state, as well as tribes and U.S. territories. These funds are then used to support state NPS management programs. Illinois' Section 319(h) Nonpoint Source Pollution Control Financial Assistance Program (319(h) Grant Program) offers financial assistance for five project categories:

1. Development of a Watershed Based Plan, Total Maximum Daily Load (TMDL) or Load Reduction Strategy (LRS)

2. Implementation of a Watershed Based Plan, TMDL or Load Reduction Strategy (LRS)
3. Best Management Practice Implementation to control or prevent NPS pollution
4. NPS Pollution Information and Outreach Activities
5. Monitoring/Research (IEPA, 2018)

The City of Bloomington will contract with McLean County Soil and Water Conservation District (MCSWCD) to update our existing, 10 year old watershed plans for Lake Bloomington and Evergreen Lake. MCSWCD will partner with consultants that have developed and updated watershed plans for other central Illinois water supply reservoirs in conjunction with their county's Soil and Water Conservation Districts. The older versions served us well, since they were used as the documentation to acquire many of the grants the City has received over the years to offset costs of shoreline and stream stabilization, and other watershed related studies.

9 Elements of Watershed Planning

1. Identify causes and sources of pollution that need to be controlled.
2. Determine load reductions needed.
3. Develop management measures to achieve goals.
4. Identify technical and financial assistance needed to implement plan.
5. Develop information/education component.
6. Develop implementation schedule.
7. Develop interim milestones to track implementation of management measures.
8. Develop criteria to measure progress towards meeting watershed goals.
9. Develop monitoring component

The updates will compile and analyze updated information and data collected since the original plans were published. Additionally, the updates will incorporate the nine essential elements that are required for watershed projects to be eligible for Environmental Protection Agency grant funding. A great deal of progress has been made in our source water improvement and protection program since the original plans were written, and the updates are necessary to continue that progress.

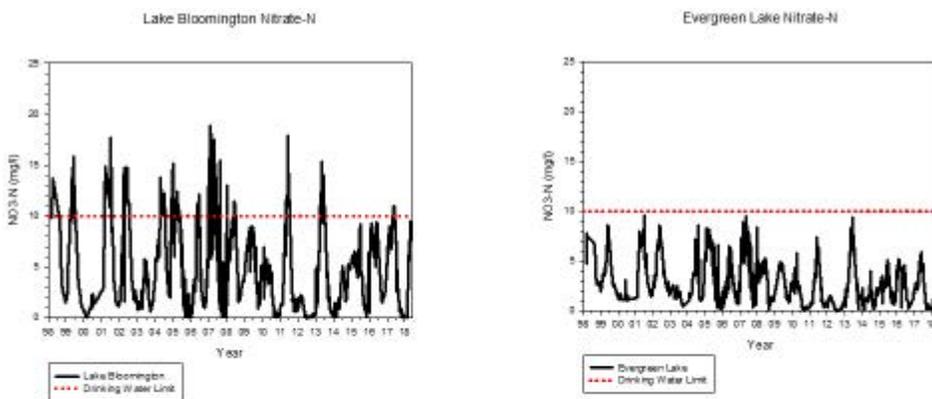
If the requested funds are approved by Council, a grant under section 319(h) of the Clean Water Act funding from the Illinois Environmental Protection (IEPA) will be applied for by the MCSWCD and the Water Department. Please see the attached "Your Water – Your Future" report for further information regarding the previous research conducted through funding granted by section 319(h) of the Clean Water Act.

The cost share participation by the Water Department, requested for approval by Council, is \$71,250. Promotional materials and printing costs for the Watershed Plan updates would be covered

by the cost share. The approximate total cost of the project \$142,500. If awarded, the project would not begin until after awardees are notified, typically December 2018 through June 2019.

The City of Bloomington, MCSWCD and other groups have been successful with implementing projects to address sources of impairment of the water quality in our reservoirs that were identified in the original watershed plans including:

- ❖ Shoreline stabilization (more than 7,000 feet of highly erodible shoreline was stabilized to date (approximately \$130,000 in grants from IEPA Priority Lake and Watershed Improvement Program, Illinois Department of Agriculture and Reservoir Fishery Habitat Partnership grants)
- ❖ Stream bank stabilization (approximately 5,000 feet of eroding streambank was stabilized at T2 and T3 in the Evergreen Lake watershed Approximately \$100,000 Conservation Innovation, Reservoir Habitat Partnership and Prairie Community Foundation grants)
- ❖ Expanding buffers, filter strips and grass waterways along agricultural land (an ongoing effort with MCSWCD, NRCS)
- ❖ Promoting the use of cover crops to prevent nutrient loss and soil erosion from farm fields (McLean County SWCD currently underway, \$96,759 319 grant)
- ❖ Increasing public education addressing urban issues that affect the watershed (“Your Water, Your Future” \$90,000 IEPA 319 grant MCSWCD, Illinois state University, City of Bloomington)



Graphs of nitrate-nitrogen concentrations in Lakes Bloomington and Evergreen, compared to the drinking water limit of 10 mg/l nitrate-nitrogen. Seasonally, nitrate levels in Lake Bloomington can rise above the limit, requiring the use of Evergreen Lake as the source of drinking water. The proposed watershed plan updates will analyze lake and watershed data collected since the original plans were written, to determine trends and assess the effectiveness of management measures undertaken by the City, McLean County SWCD, producers and other partners.

The 319(h) grant application currently requested for Council approval for submission builds upon the efforts that the City of Bloomington and its partners have undertaken over the past decades. Grants such as the 319(h) program have been vital to the success of the City of Bloomington Watershed program. These grants allow the Water Department to successfully partner with various organizations – like McLean County Soil and Water Conservation District and Illinois State University – to better identify, organize, plan and implement the necessary field work that aims to improve water quality and to increase the useful lifetimes of our drinking water reservoirs.

Using budgeted funds as match, the Water Department can roughly double the amount of work accomplished for our water supply than we could perform without the grants. The updated

watershed plans will enable us to continue to apply for the competitive implementation grants of the 319 program.

Because of the partnerships formed and the work performed within the watershed program, the McLean County SWCD and the County Natural Resources Conservation Service, was selected to be part of a United States Department of Agriculture – Natural Resources National Water Quality Initiative Pilot program. This pilot program will build on the success of our collaborative efforts with our partner organizations and the agricultural community to install best practices for soil and nutrient conservation in the Lake Bloomington watershed.

Updated watershed plans will help the Water Department continue with its most important mission - producing the highest quality water for our residents and customers.

The City of Bloomington has attached the executive summaries for both Evergreen Lake and Lake Bloomington watershed programs.

Please follow the link below for the current Watershed Program for Lake Bloomington:

<http://mcleancountyswcd.com/lake-bloomington-plans/>

Please follow the link below for the current Watershed Program for Evergreen Lake:

<http://mcleancountyswcd.com/lake-evergreen-plans/>

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: McLean County Soil and Water Conservation District.

FINANCIAL IMPACT: The funding is included in the Water Purification-Other Professional and Technical Services Account (50100130-70220). Stakeholders can locate this in the FY 2019 Proposed Budget Book titled, “Other Funds & Capital Improvement Program” on page 93.

COMMUNITY DEVELOPMENT IMPACT: UEW-1 Provide quality public infrastructure within the City to protect public health, safety and the environment.

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

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

Respectfully submitted for Council consideration.

Prepared By: Joseph M. Darter, Property Manager
Richard Twait, Superintendent of Purification

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

Finance & Budgetary Review By: Chris Tomerlin, Budget Analyst
Scott Rathbun, Interim Finance Director
Water/Community Dev. Review By: Bob Mahrt, Community Development Director
Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- Project Update for MCSWCD Project and Total Cost Summary Update
- Lake Bloomington Watershed Executive Summary
- Evergreen Lake Watershed Executive Summary
- Phase 1 Project Report, Your Water – Your Future, a Residential Household Survey to Assess Our Water Future
- Phase 2 Project Narrative, Lake Bloomington – Evergreen Lake Watersheds BMP Outreach
- Watershed Maps
- News release for National Water Quality Initiative Pilot program



M c L e a n C o u n t y S W C D

402 N. Kays Drive Normal, IL 61761

Phone: 309-452-3848 ext. 3

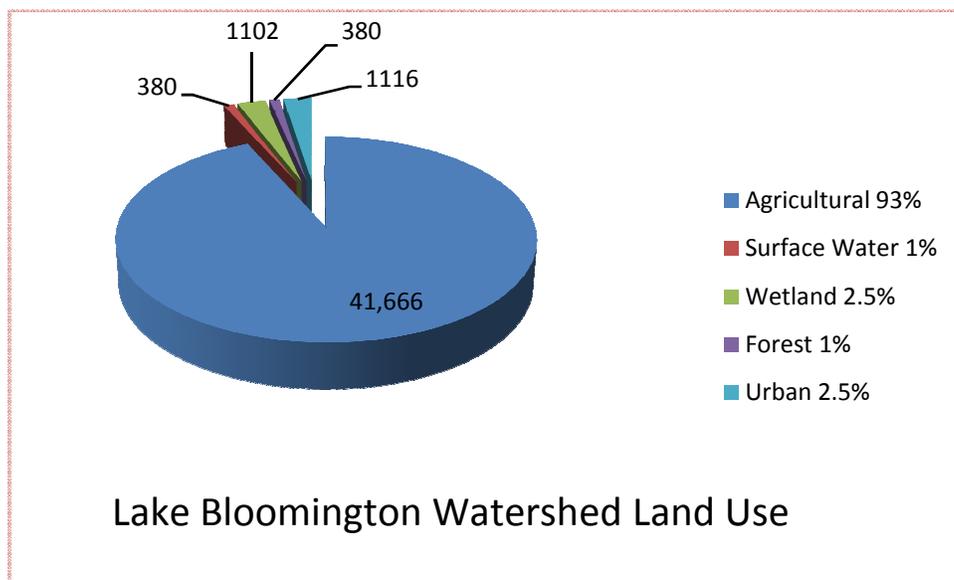
Lake Bloomington and Evergreen Lake Watershed Plan Update Project

The McLean County SWCD, City of Bloomington, and other partners wish to update the 2008 Watershed Plans for Lake Bloomington and Evergreen Lake encompassing a combined area of 68,830 acres. Although the previous documents were approved by the IEPA as 9-element plans, both plans are now over 10 years old and will need to be updated in order to maintain priority for funding through the IEPA Section 319 program. Furthermore, the current plans lack specifics and detail to facilitate targeted implementation. A more focused planning approach that utilizes new and existing information and technology will help watershed manager's direct resources to locations where work is most needed. Substantial research and implementation has occurred in the watersheds over the last 10 years and will be relied upon heavily in crafting the watershed plan so it reflects current conditions. Lastly, an updated 9-element plan will allow partners much better access to funding.

Total cost of updating both existing plans incorporating the 9 essential elements is \$142,500.

Lake Bloomington Executive Summary

In December 2006, the McLean County Soil and Water Conservation District and the USDA Natural Resource Conservation Service invited landowners, representatives of local governments, local experts, and concerned citizens to meet to address the issue of elevated levels of phosphorus, nitrate, and sediment in Lake Bloomington.



In response to the IEPA mandated reductions of 66% in phosphorus and 34% of nitrates, this committee formulated a plan to address the phosphorus, sedimentation and nitrate levels in Lake Bloomington. Phosphorus loading is closely aligned with sedimentation. Nitrates primarily enter Lake Bloomington from agricultural and urban fertilizer application. This plan primarily addresses three divisions of the watershed:

- *Riparian Areas- which include the lake itself and its tributaries.*
- *Urban Areas- including north Normal, Towanda, and several subdivisions, including a substantial development on the lake shore.*
- *Agricultural areas- farming and grazing areas, including managed habitat areas.*

Our Goals

- *Reduce delivery of sediment from erosion caused by sheet and rill, lake shore, stream bank and ephemeral erosion.*
- *Reduce phosphorous and ammonia loading to the lake from agricultural animals from all agricultural sources.*
- *Reduce general phosphorous and nitrate loading and other pollutants as a result of urban runoff.*
- *Increase the number of wetlands to remove sediment and nutrients from runoff before the water reaches Lake Bloomington.*
- *Establish a program to monitor urban runoff and collect water quality data to better evaluate storm water management practices and propose improvements.*
- *Increase urban awareness of lawn care practices that do not contribute excess nutrients to the watershed.*
- *Inspect and replace septic systems as needed in developed areas of the watershed.*

Implementation

Implementation projects include:

- *Lake Bloomington lake shore stabilization (riparian)*
- *Septic system inspection and replacement as needed (urban)*
- *Urban development construction erosion control ordinances (urban)*
- *Stream bank stabilization (riparian)*
- *Increasing filter strips along agricultural land (agricultural)*
- *Increasing CREP participation (agricultural)*
- *Increasing agricultural nutrient management (agricultural)*
- *Expanding Buffers and grassways along agricultural waterways (agricultural)*
- *Reducing urban storm water and nutrient runoff (urban)*
- *Increasing public education addressing urban issues that affect the watershed (urban)*

Implementation practices will be paid for by McLean County Parks, The City of Bloomington, The Town of Normal, state and federal programs, and in specific cases, partially funded by land owners. (Some agricultural programs have a 75/25 cost share program.)

Monitoring

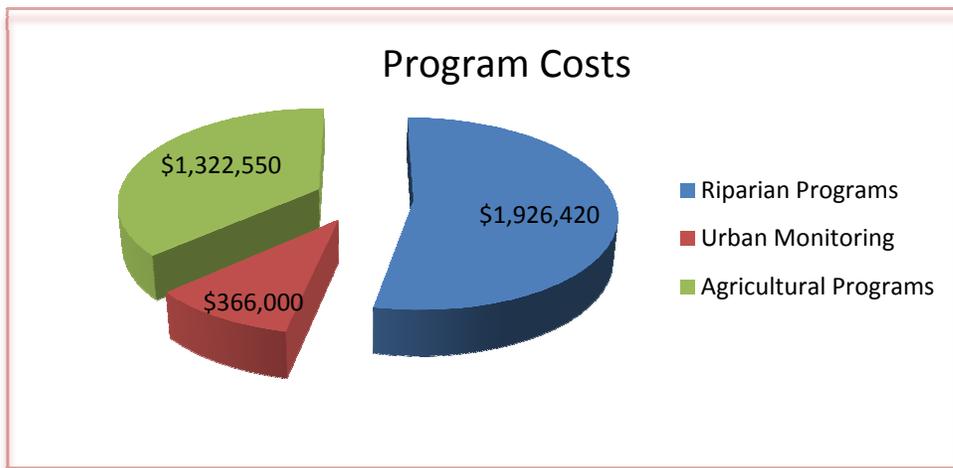
In the Lake Bloomington watershed, monitoring stations are already located at several points close to the lake. To assess the impact of urban runoff, both quantity and quality of water entering the watershed also needs to be monitored. Seven additional monitoring stations along the upper ends of Money Creek and its major tributaries will be able to record the impact of urban watershed protection regulations.

Cost Estimates

Cost estimates for a primary comprehensive program to combat sedimentation, phosphorus, and nitrate loading to Lake Bloomington are just under \$3.3 million. Two alternative programs for septic system output control to the lake would add \$9 million to \$10 million for each program.

The majority of the costs would be spread over several different governmental bodies through federal grants, state programs, and local storm water fees.

Riparian Programs	\$1,926,420
Urban Monitoring	\$366,000
Agricultural Programs	\$1,322,550
Alternative programs (each)	\$9,000,000- \$10,000,000



Measuring Our Success

Our primary goal is to reduce the phosphorus, sediment, and nitrate levels in Lake Bloomington. Monitoring of the lake will show how effective our practices have been. In addition, the monitoring sites close to urban areas will allow us to pinpoint future sources of phosphorus.

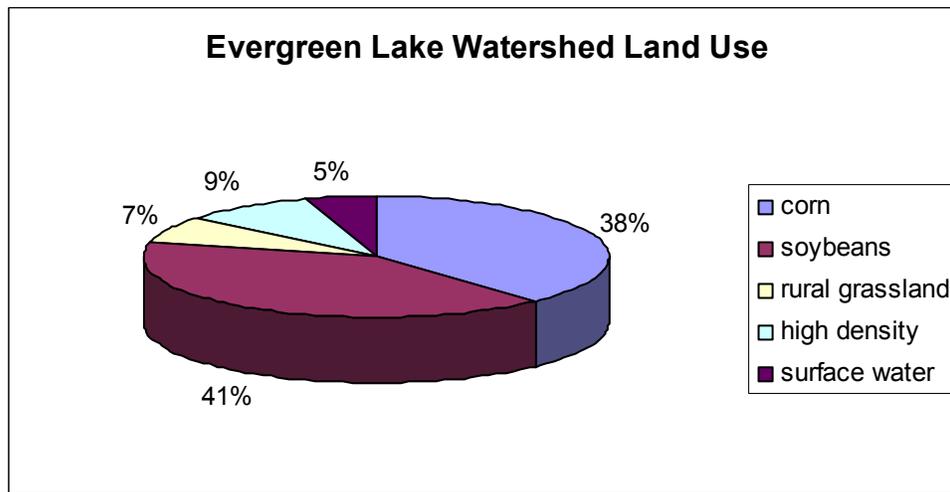
Plan Implementation

A major component to the overall success of this plan is the appointing of an over site committee to oversee all watershed issues that affect McLean County. This committee will include representatives of all municipalities and community members to over see the implementation and updating of this and any other TMDL watershed plans as required. This plan will be housed and the over site committee will be established under the guidance of McLean County Soil and Water Conservation District office, 405 Kays Drive, Normal, IL 61761



Evergreen Lake Executive Summary

In February 2005, the McLean and Woodford County Soil and Water Conservation Districts and the McLean and Woodford County Natural Resource Conservation Service invited landowners, representatives of local governments, local experts, and concerned citizens to meet to address the issue of elevated levels of phosphorus in Evergreen Lake. The land in the watershed is primarily agricultural with some urban areas.



This committee formulated a plan to address the Phosphorus levels through a three pronged effort:

- Reduce the amount of phosphorus presently in the lake,
- Reduce new phosphorus entering the lake,
- Increase monitoring of the watershed to gauge results and warn of future problems.

Phosphorus Presently in Evergreen Lake

Much of the phosphorus in Evergreen Lake is coming from sediments entering the lake and feeder streams. This sediment comes from largely agricultural areas, and after 150 years of agricultural practices, the majority of which were not as advanced as today's practices, the land became saturated with fertilizer, much of this applied as phosphorus. Stabilizing the lake bed with plantings and removal of ecosystem damaging exotic fish and destratifying the water column will address much of the phosphorus in the lake.

Phosphorus Entering Evergreen Lake

Reducing the amount of phosphorus in Evergreen Lake is a temporary measure at best, without addressing the introduction of more phosphorus into the watershed through erosion and agricultural and urban runoff. Plans to reduce phosphorus entering the lake include:

- Stabilizing the lakeshore, and banks of feeder streams by natural and mechanical means
- Rebuilding flood plain setting areas to allow sediment to settle out of the water during flood events.
- Urban retention basins for stormwater entering the lake.
- Restored wetland areas at various points along feeder streams to slow down the water before it enters Evergreen Lake
- Increased agricultural buffer strips and Conservation Acreage
- Increased control of wildlife in the lake and along its edge, notably carp and geese

Implementation

Implementation projects include:

- Destratification of Evergreen Lake
- Aquatic habitat restoration
- Wildlife management
- Lake Shoreline Stabilization
- Streambank Stabilization
- Increasing buffers and filter strips along agricultural land
- Increased CREP participation
- Increased agricultural nutrient management
- Reduced urban stormwater runoff
- Increased public education addressing urban stormwater issues

Implementation practices will be paid for by McLean County Parks, The City of Bloomington, The Town of Normal, state and federal programs, and in specific cases, partially funded by land owners. (Some agricultural programs have a 75/25 cost share program.)

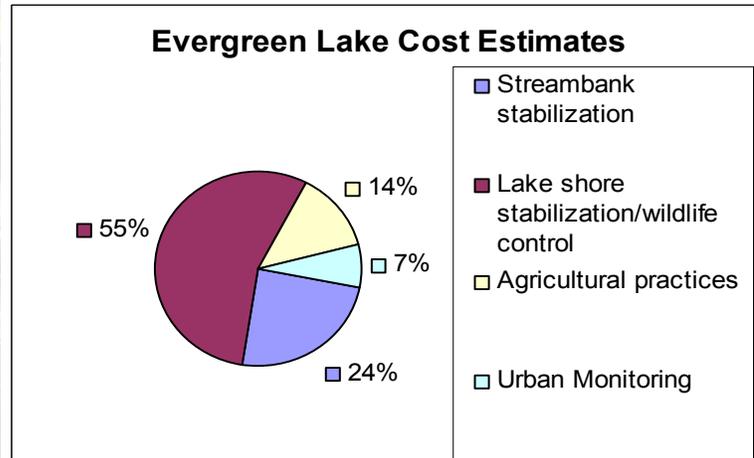
Monitoring

In the Evergreen Lake watershed, monitoring stations are already located at several points close to the lake, and along Six-Mile Creek, the main feeder creek. To assess the impact of urban runoff, both quantity and quality of water entering the watershed also needs to be monitored. Three additional monitoring stations along the upper ends of Six Mile Creek, at the north edge of the town of Normal and near the Village of Hudson, will be able to record the impact of urban watershed protection regulations.

Cost estimates

Cost estimates for a comprehensive program to combat all the various sources of phosphorus, both in Evergreen Lake and potential sources entering the lake would be 15.2 million dollars, with most of that for feeder creek shoreline erosion control.

Lakeshore Stabilization /wildlife	\$2,618,000
Streambank stabilization	\$1,155,500
Agricultural practices	\$650,950
Urban monitoring	\$328,000



The majority of the costs would be spread over several different governmental bodies through federal grants, state programs, and local stormwater fees.

Measuring Our Success

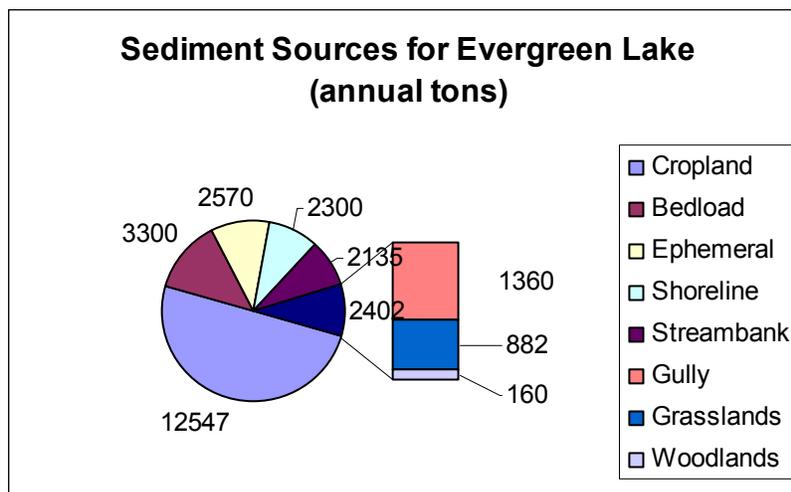
Our primary goal is to reduce the phosphorus levels in Evergreen Lake. Monitoring of the lake will show how effective our practices have been. The monitoring sites close to urban areas will allow us to pinpoint future sources of phosphorus.

Our goals:

- Reduce delivery of sediment from upland erosion caused by sheet and rill, and ephemeral erosion in the next 10 years.
- Along Agricultural corridors, reduce streambank and shoreline erosion and the accompanying sediment delivery to the lake through streambank and shoreline stabilization projects.
- Reduce phosphorous loading to the lake from agricultural animals from all agricultural sources.
- Reduce general phosphorous loading and other pollutants found in urban runoff.
- Reduce erosion and deposition of phosphorous laden sediment from urban areas into watershed streams.
- Establish a program to monitor urban runoff and collect water quality data to better evaluate storm water management practices and needed improvements.
- Stabilizing the streambank erosion on the lake feeder creeks will reduce the amount of phosphorus entering the lake.

- Controlling areas of severs lake shore erosion will reduce the amount of phosphorus entering the lake.
- Maintain the destratifier which is presently responsible for reducing the amount of phosphorus held in the deep zone of the pond. We would expect that the effectiveness of the destratifier would continue at the same rate.
- Develop a management plan that addresses aquatic plantings to hold sediment in place, and the influence of carp on the lake floor will reduce the phosphorus load
- Through wildlife management practices that place control on the placement and population of Canada Geese, we will reduce the amount of phosphorus entering the lake by 0.5%.
- Control of the carp population will reduce the amount of phosphorus entering the lake from resuspended solids.

Present sources of Sediment delivery to Evergreen Lake



A major component to the overall success of this plan is the appointing of an intergovernmental commission to oversee all watershed issues that affect McLean County. This committee will include representatives of all municipalities and community members to over see the implementation and updating of this and any other TMDL watershed plans as required in McLean County.

Your Water - Your Future

*A Residential Household Survey to Assess Our
Water Future*

A Report on the Community Survey



Prepared By the Department of Sociology and Anthropology, Illinois State University, December, 2015

Dr. Joan M. Brehm
Professor
Department of Sociology and Anthropology
Illinois State University

Peter Elias
Graduate Student
Department of Sociology and Anthropology
Illinois State University

Dr. Brian W. Eisenhauer
Professor of Sociology
Director of the Office of Environmental Sustainability
Plymouth State University

Project Partners:



Funding Information:

Funding for this project provided, in part, by the Governor of Illinois and the Illinois Environmental Protection Agency through Section 319 of the Clean Water Act. The findings and recommendations contained within this report are not necessarily those of the funding agencies.

Acknowledgements:

The authors of this report would like to thank the Illinois Environmental Protection Agency for providing funding for this project, the project team for all their invaluable contributions, the towns in the watershed working on these important issues, and most importantly, the people living in communities in the watershed who took their time to share their opinions to help plan for the future.

Table of Contents

Introduction: Planning for the Future of the Lake Bloomington and Evergreen Lake Watersheds.....	2
Research Methods.....	4
Findings.....	7
Perceptions of Water Quality Relative to Activities	7
Perceptions About Water Impairments	10
Opinions on Sources of Water Pollution	13
Influences on Residents’ Decisions to Change Lawn Care Management Practices	16
Knowledge and Use of Best Management Practices for Improving Water Quality	18
Attitudes and Beliefs Regarding Water Quality.....	22
Opinions on the Future of Local Water Resources.....	24
Knowledge and Awareness of Current Water Outreach and Education Programs	25
Septic System Issues and Water Quality	27
Who Responded to The Survey?	29
Results of Bivariate and Correlation Analyses: Understanding Urban/Rural Differences	30
Bivariate Findings	32
Qualitative Comment Analysis	40
Conclusions.....	41



Source: <http://geebart.com/art/photography/images-of-lake-bloomington>

List of Tables and Figures

TABLES

Table 1 Sampled Communities, Size of Population, And Samples Drawn From Each.....5
Table 2 McLean County American Community Survey Demographics vs. Survey Demographics.....6
Table 3: Respondent Demographics..... 29
Table 4: Community Distribution 32
Table 5: Results of Bivariate T-Tests for Rural vs. Urban Respondents..... 33
Table 6: Results of Bivariate T-tests for Rain Barrel Users vs. Non-Users 35
Table 7: Phosphorus-Free Fertilizer Users vs. Non-Users..... 36
Table 8: Attitudes/Beliefs Correlations 39

FIGURES

Figure 1 Lake Bloomington and Evergreen Lake Watersheds3
Figure 2: Respondents' Views on Water Quality for Particular Activities.....7
Figure 3: Respondents' Who Answered "Don't Know" for Water Quality for Particular Activities8
Figure 4: Respondents' Views on Sources of Water Quality Impairments..... 10
Figure 5: Respondents Who Indicated "Don't Know" On Particular Water Impairment Issues 11
Figure 6: Respondents' Opinions on the Sources of Water Pollution 13
Figure 7: Respondents Who Indicated "Don't Know" for Sources of Water Pollution 14
Figure 8: Influences on Residents' Decisions to Change Lawn Care Practices for Their Property..... 16
Figure 9: Familiarity with Practices to Improve Water Quality 18
Figure 10: Percentage of Respondents Currently Using a Given Best Management Practice..... 19
Figure 11: Respondents Who Indicated a Particular Practice is Not Relevant to Them 20
Figure 12: Respondents' Attitudes and Beliefs on Water Quality 22
Figure 13: Respondents' Opinions the Future of Local Water Resources 24
Figure 14: Knowledge and Awareness of Current Water Outreach and Education Programs 25
Figure 15: Common Septic System Problems 27
Figure 16: Do you think a local government agency should handle inspection and maintenance of septic systems?..... 28
Figure 17: Distribution of Attitudes/Beliefs Composite Scores 38

Introduction: Planning for the Future of the Lake Bloomington and Evergreen Lake Watersheds

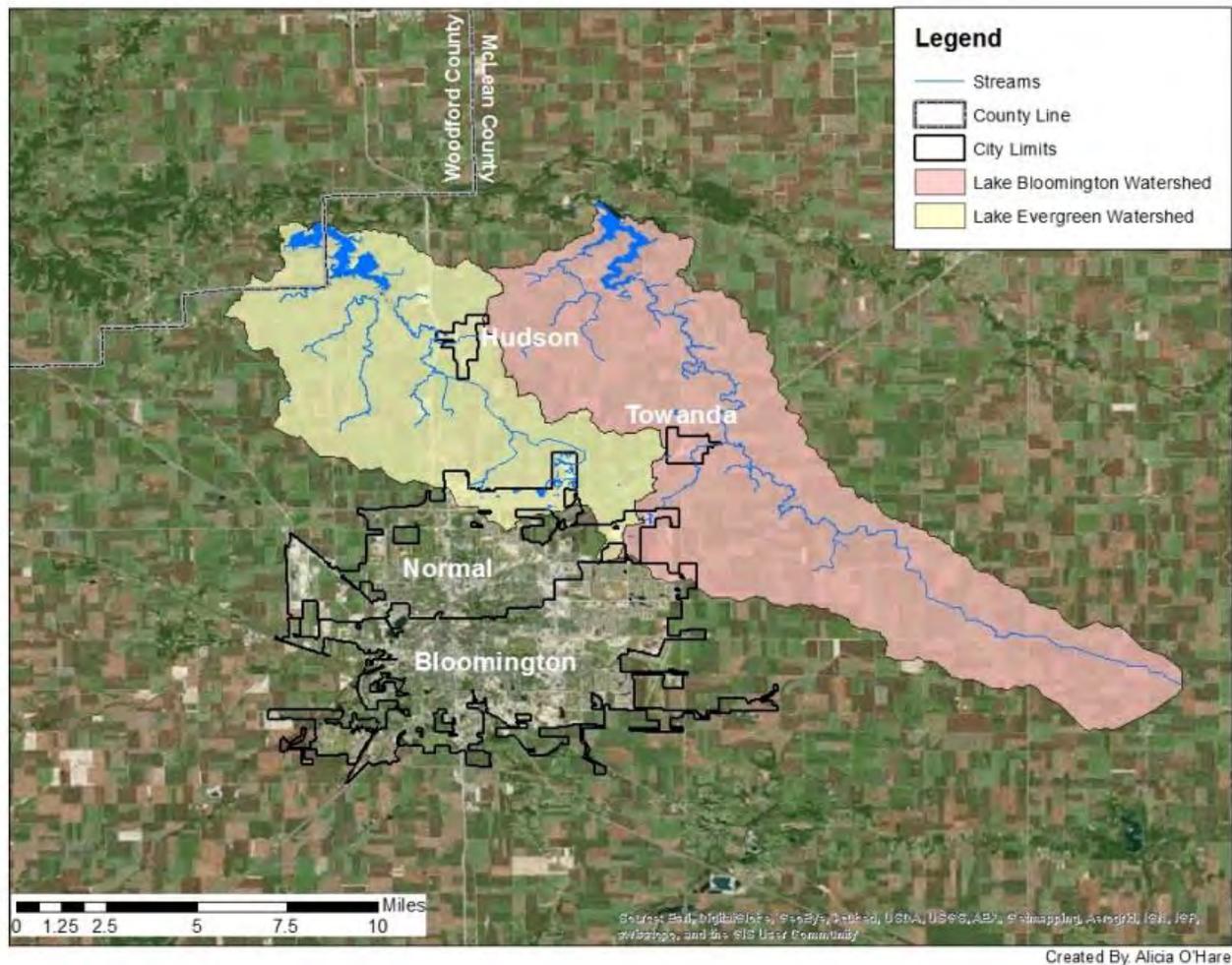
Since the initial development of water resources in the Bloomington-Normal area, urbanization has continued to expand into the predominantly agricultural landscape within the watershed. For example, between 1989 and 2005, development within the Town of Normal has changed almost 1000 acres from agricultural to urban residential land use in the upper reaches of Six Mile Creek. The Town of Normal's comprehensive plan estimates that another 1,400 acres of the Evergreen Lake watershed could be urbanized in the next 20 years (Evergreen Lake Watershed Management Plan 2008). Similarly, the population of McLean County is estimated to have increased by 2.6% between 2010 and 2014. The City of Bloomington population has grown by 2.8% and the Town of Normal population has grown by 3.9% during that same time period (United States Census). The Town of Normal has doubled the amount of residential acreage between 1970 and 2015, from 3 to 6 square miles (Town of Normal 2015). This trend is mirrored in similar changes at the state scale. For example, the amount of farmland in Illinois has declined by 10% since 1950. The Northeastern Illinois Planning Commission estimates that between 1970 and 1990 the amount of urbanized land in the Chicago area expanded by 51%--a net land consumption over the two decades of more than 360,000 acres (Illinois Department of Natural Resources, <https://dnr.state.il.us/orep/ctap/sumrepo/chap8/chap8t.htm>). This continued expansion of residential development impacts water quality and quantity in many ways, including raising concerns about the availability of water for the future. Yet, much of the current research on non-point source pollution continues to focus on agricultural producers as the primary source, with very little emphasis on the impacts from the growing residential populations.

To address these issues the Mclean County Soil and Water Conservation District, in collaboration with Illinois State University, has submitted and received a Section 319(h) of the Clean Water Act funding from the Illinois Environmental Protection Agency (Illinois EPA) to conduct a watershed social assessment, with an emphasis on the Lake Bloomington and Evergreen Lake Watersheds. Water supply and water quality are critically important issues for both human health and the health of the natural environment we depend on to meet our basic needs. Despite the importance of water to our society, pollution and poor planning for how we use our water resources are growing problems. To address these issues the United States EPA and the Illinois EPA provide funding for plans to protect these resources at the watershed scale. Efforts to plan for water use and protect water quality in watershed plans must incorporate social science to be successful, as it is people's understandings and behaviors that must change to protect our water resources.

The water resources that are the focus of this project are found in the Lake Bloomington and the Evergreen Lake Watersheds, which are located in the central part of McLean County, Illinois. The Lake Bloomington watershed consists of 43,100 acres, and its central water feature is the 572-acre Lake Bloomington. Lake Bloomington was constructed in 1929 by the impoundment of Money Creek, and it serves as the primary drinking water supply reservoir for 80,000 residents within the City of Bloomington and several surrounding townships. In an effort to fully utilize the lake's potential for public benefits, recreation and residential development were established as well on the lake, and today the lake has approximately 190 residential structures on or adjacent to its shoreline (Lake Bloomington Management Plan 2008). Immediately adjacent to the Lake Bloomington watershed is the Evergreen Lake watershed. The central feature in this watershed is Evergreen Lake, which was constructed in 1971 as a supplemental water reservoir for the City of Bloomington through the impoundment of Six Mile Creek. The Evergreen Lake watershed encompasses 25,730 acres within McLean and Woodford Counties. Evergreen Lake was also constructed as a water source for the City of Bloomington, but has been maintained as a purely recreational body of water with no housing development directly adjacent to the lake managed by McLean County Parks and Recreation (MCPR).

The first step in the current research process was a qualitative assessment of current perceptions, concerns, and desires for water resources in and around the watersheds by interviewing key stakeholders that provided the foundation for other data collection. This assessment was conducted by Graduate Students at the Stevenson Center for Community and Economic Development between August and December, 2014. The attached report documents the initial findings from this process. These data were used to develop a residential household survey administered to a random selection of households in Bloomington, Normal, Hudson, and Towanda during May and June, 2015.

Figure 1 Lake Bloomington and Evergreen Lake Watersheds



Through consultation with the McLean County Soil and Water Conservation District and the City of Bloomington, and a review of relevant social science research, goals for the research were created, and further discussions with members of the project team identified specific uses for the information collected. The social science research was conducted to examine social factors relevant to efforts to maintain water quality, and the findings provide information for use in the update of the watershed plan and the design and delivery of education and outreach programs.

The survey project was designed to:

- 1) *Evaluate urban resident's general level of knowledge and concerns of water quality*
- 2) *Identify the effects residents' activities have on water quality and the practices they currently use that effect water quality (BMPs)*
- 3) *Evaluate onsite waste system knowledge and practice*
- 4) *Evaluate knowledge of and opinions of water conservation activities on water quality and quantity*
- 5) *Provide critical data to direct future outreach and education efforts*

Research Methods

A self-administered questionnaire survey was administered to residential homeowners in the City of Bloomington, North Normal (the geographic area identified as being in the Evergreen Lake watershed), the Village of Hudson, the Village of Towanda, and residents on Lake Bloomington. A scientifically random sample was drawn for each study site from a listing of all residential water utility records. A total sample of 1,000 residential households was drawn, with stratification based on overall population size of each study site. To best address the objectives of the research, the sample was drawn with the following parameters:

1. Oversampling of the residential populations that are within the watershed boundaries. This includes the Village of Hudson, Village of Towanda, households on Lake Bloomington, and the northern edge of the Town of Normal and the City of Bloomington.
2. An additional small sample from the rest of the City of Bloomington residents, which are the end users of the water supply from Lake Bloomington and Lake Evergreen.
3. No sampling from the broader population within the Town of Normal was drawn, as they are outside the watershed boundary and they get their residential water supply from a separate well. However, the survey was made available via a web-based interface for anyone who learned of the project and wished to participate. We were able to keep the data from the scientifically drawn sample separate from those who self-selected to participate in the web-based survey through the use of a distinct access code for those who self-selected to participate on-line.
4. Sample size was based on the total population of residential households that received a water utility billing.

Due to bad addresses or undeliverable surveys (vacant homes, construction, etc.), the final sample size was reduced to 939 households.

The survey was administered using a drop-off pick up methodology. This methodology involves delivering each questionnaire in person to the household address that was selected for the sample. Personal contact is made with an adult age 18 or over in the household and the project is presented to them, and they are asked to participate by completing the questionnaire. Respondents who agree to participate are instructed to complete the survey within 24 hours, place it in the envelope provided, and then hang it on their front door using the plastic bag that is also provided. Survey administrators return in 24 hours to retrieve the completed survey. If the survey is not hanging on the door, a reminder postcard is left asking them to complete the survey so it can be picked up the next day at that same time. The personal contact with each household resident and the ability to personally explain the study increases participation, as compared to the more traditional mail surveys. In addition, the specific time frame, along with the ease of placing the survey on the front door for pick-up (and not having to interrupt the resident a second time) has been shown to increase overall response rates, as compared to more traditional self-administered survey methodologies (Steele, Bourke, Luloff, Liao, Theodori, and Krannich 2001).

A small proportion of the residential addresses of potential respondents from the original sample frame were determined to be “undeliverable” due to inaccuracies in town records, vacant lots/homes, or houses still under construction. In order to maintain our original sample size, the undeliverable surveys were replaced and the same drop-off/pick-up methodology was implemented to deliver these surveys. After the survey administration time frame was complete, there were still a small percentage of residential addresses that were undeliverable. Rather than repeating the process and holding up data collection, the original sample went from 1,000 to 939. Of the 939 questionnaires delivered to valid addresses, 550 were completed and returned for an overall response rate of 58.57%. Please see table 1 for data describing the sample and the response rates in each community.

Table 1 Sampled Communities, Size of Population, And Samples Drawn From Each

Community	Water Utility Customers	Sampled Population	Response Rate
Towanda	243	81	66.67%
Hudson	677	135	74.81%
Lake Bloomington	368	105	79.05%
Normal (watershed)*	2329	211	49.76%
Bloomington (watershed)*	229	98	57.14%
Bloomington (all)	30626	309	48.87%
TOTAL	34472	939	58.57%

Source: City of Bloomington Water Utility. *Only a portion of the Town of Normal and City of Bloomington households lie within the watershed.

Overall, respondents are reasonably representative of the general population on basic demographic characteristics, as indicated in Table 2. However, a few differences are visible. For example, respondents in our project are a bit more affluent with a higher median income and a higher education level (BS or more, age 25+). Our respondents also had a slightly higher rate of home ownership and were a bit skewed towards male and retirement age, compared to the general county population.

Table 2 McLean County American Community Survey Demographics vs. Survey Demographics.

	McLean Co - ACS	Survey Respondents
Male	48.6%	52.7%
Female	51.4%	43.3%
Education: High School Diploma or more (Age 25+)	94.4%	93.9%
Education: BS or more (Age 25+)	42.8%	57%
Median Income	\$62,089	\$75,000-\$99,999
Homeownership Rate	67.3%	89.2%
Age: 18 and up	77.3%	100%
Age: 65 and up	10.2%	21.9%

Source: <http://factfinder.census.gov/servlet>

Analyses of the questionnaire data collected were conducted using Statistical Package for the Social Sciences (SPSS). Descriptive statistics, bivariate analyses, and multivariate procedures were used to examine the results and to identify important findings that can be applied to achieve the goals of the project to inform watershed planning and the design of effective outreach and education.

This report presents key findings from the survey of particular importance for the implementation of future outreach and education activities and updates to the Lake Bloomington and Evergreen Lake Watershed Management Plans through the use of tables, charts, and by highlighting the most important findings. Complete information about the responses to all questions in the survey is provided in the appendix to this document, which presents tables and charts giving the complete responses to each question in the questionnaire. A copy of the questionnaire used in the survey appears at the end of this report and as the last section of the appendix.

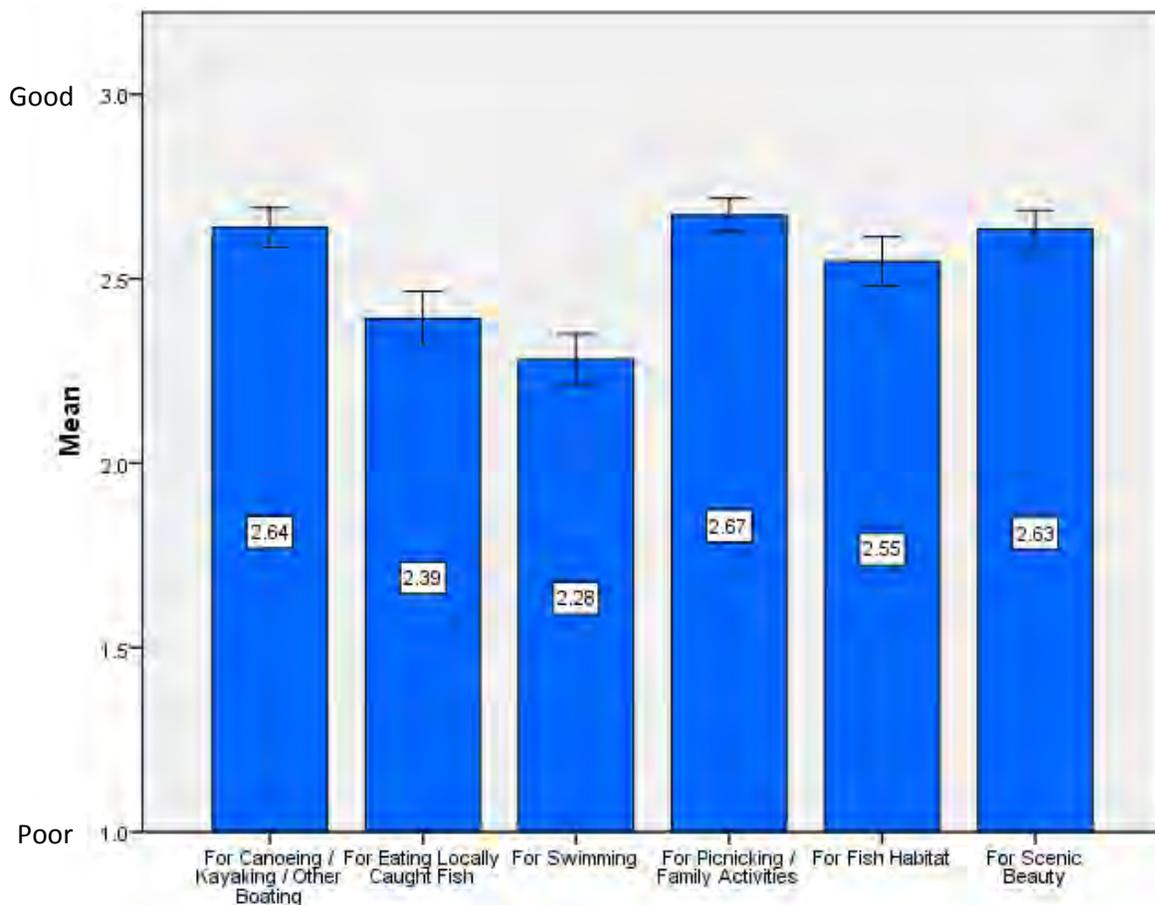


Findings

Perceptions of Water Quality Relative to Activities

In addition to meeting basic human needs for health and well-being, water is central to the community because it provides recreational opportunities for families, friends, and neighbors. Understanding how residents believe water quality impacts these activities provides a basic measure for water quality, because it demonstrates whether residents see the water as impaired to the point of affecting their leisure activities and overall quality of life. Respondents were asked to assess water quality in response to the most common recreational activities that occur within each watershed, and in particular on each body of water. Figure 2 show respondents' mean values for opinions on how water quality affects specific activities in the watershed.

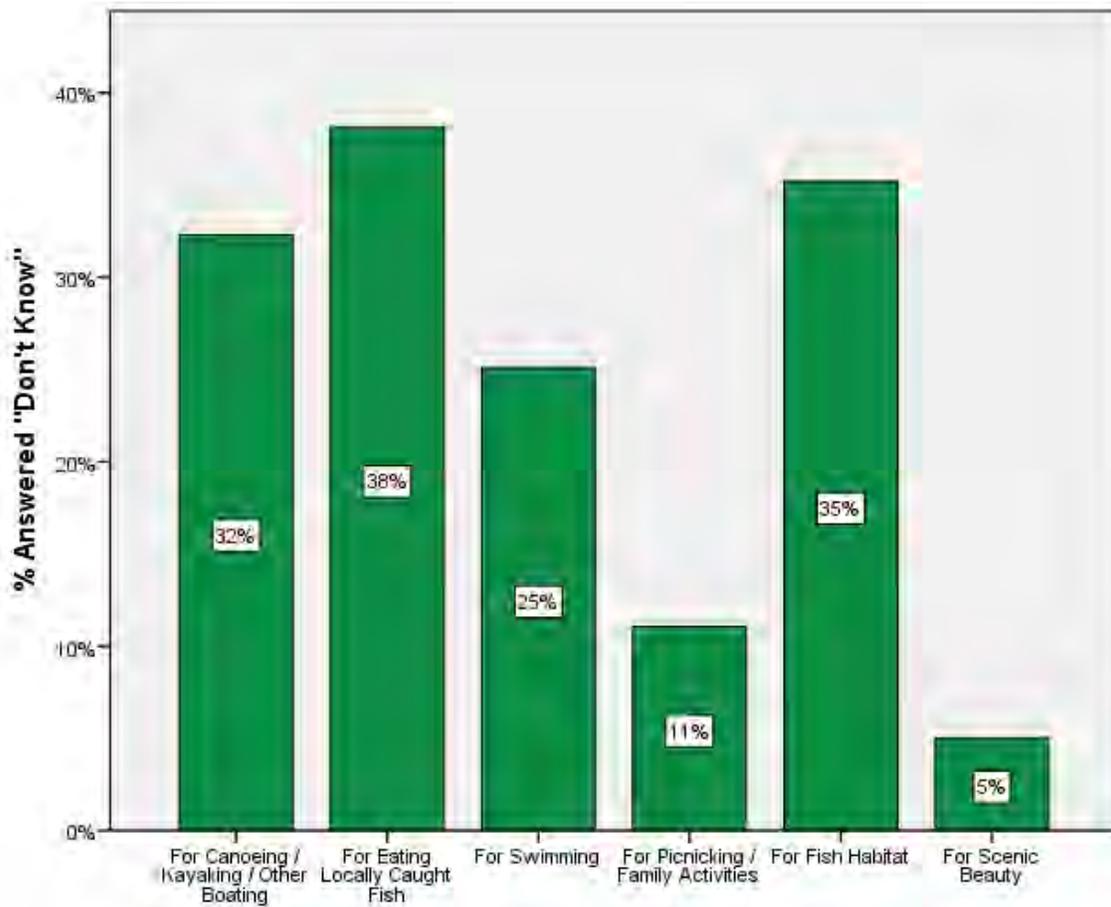
Figure 2: Respondents' Views on Water Quality for Particular Activities (1=Poor, 3=Good)



**Error Bars at 95% Confidence Interval*

Figure 3 shows the number of respondents who responded to a given item with “Don’t Know,” revealing the overall salience of these activities.

Figure 3: Respondents’ Who Answered “Don’t Know” for Water Quality for Particular Activities (1=Poor, 3=Good)



- Overall, water quality was rated lowest in relationship to swimming (see Figure 2). This could be reflective of the dearth of opportunities to do so at Lakes Bloomington and Evergreen, a claim supported by remarks some respondents made in the comments section of the survey. Lake Bloomington does not have any public beach, and Evergreen Lake has only one public beach, although it does not seem to be widely known or commonly used.
 - This lack of swimming opportunities could also contribute to the 25% of respondents that couldn’t answer the question (see Figure 3). If there aren’t many opportunities to swim, then respondents understandably cannot comment on the quality of it.
 - With a mean score of 2.28, though, it can still be said that the local waters are reasonably favorable for swimming.
- Figure 1 demonstrates that the highest water quality rating was for picnicking / family activities. However, it was not rated much higher than scenic beauty or boating, which had identical means.
 - What these three activities have in common is that they center on the aesthetic beauty of the lakes. All three having a mean over 2.5, indicating that opinions about water quality are positive.

- Water quality ratings for fish habitat and for eating locally caught fish were very similar, with mean scores at 2.55 or below. These two activities are directly related. They often promote more direct interaction with the lakes, which requires patrons to be actively engaged in a more consumptive recreation activity.
- In Figure 3, picnicking/family activities and scenic beauty were also the lowest in terms of “Don’t Know” responses, which is likely due to their ease of accessibility and higher levels of use. Evergreen Lake, as part of Comlara County Park, has an abundance of camping and picnicking opportunities and these areas seem to be utilized on a consistent basis by local residents.
- Eating locally caught fish and fish habitat both scored the highest “Don’t Know” responses. Nevertheless, data indicates that 62% of respondents do have sufficient knowledge to rate water quality relative to this activity. This may in part reflect the focus on fishing and fish habitat on the lakes, especially Lake Evergreen.

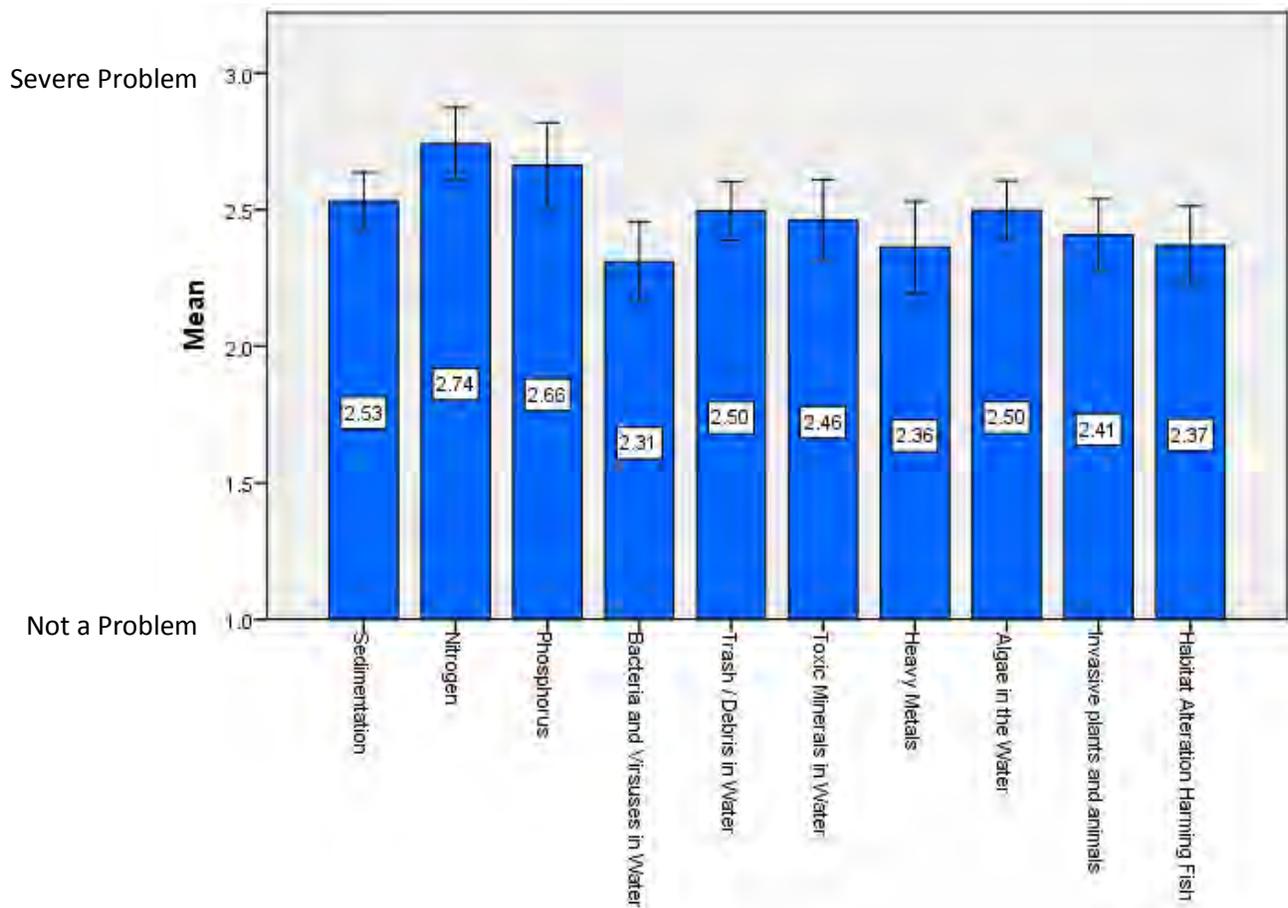


In general, residents perceive local water quality to be quite favorable for their favorite activities. Although swimming opportunities may be in more limited supply, the aesthetic beauty of the lakes is something that is widely valued.

Perceptions About Water Impairments

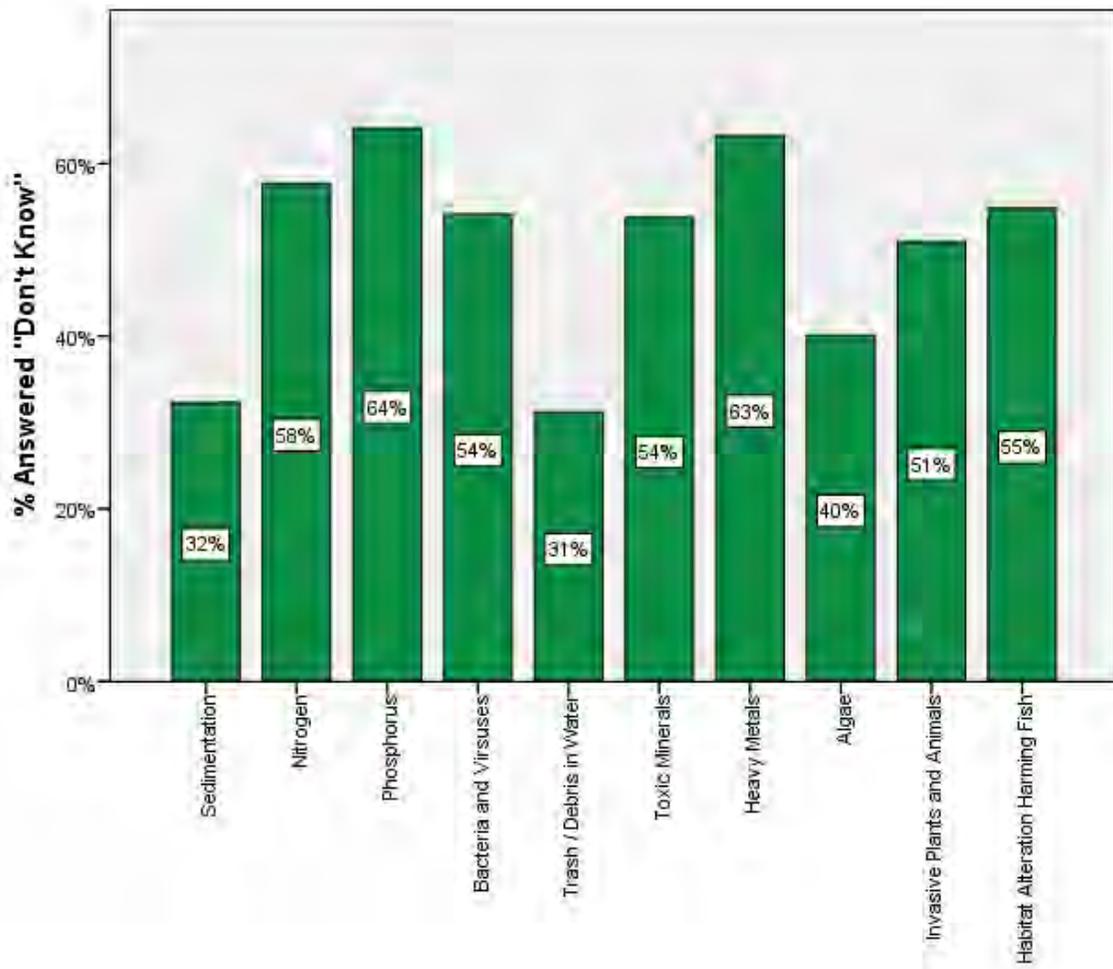
As part of the objective to improve non-point source (NPS) pollution management through the use of social indicators by clarifying the views held by members of the public, respondents were asked to rate how much of a problem common water pollutants and conditions were in their area. Using personal interviews with key stakeholders and the Social Indicators Planning and Evaluations System (SIPES) variable database, a list of the 10 most common pollutants or problematic conditions within the watershed was developed. The measurement of these variables provides valuable insights into local residents' awareness and perceptions about common pollutants that are related to water quality improvement and protection at a watershed scale.

Figure 4: Respondents' Views on Sources of Water Quality Impairments (1=Not a Problem, 4=Severe Problem)



**Error Bars at 95% Confidence Interval*

Figure 5: Respondents Who Indicated “Don’t Know” On Particular Water Impairment Issues



- Figure 4 demonstrates that none of the 10 impairments had a mean score higher than 3.0 on a 1-4 point scale, indicating that none of these were seen as reaching a “Moderate Problem.” In addition, it should be noted that there was relatively little variance in respondents’ views on the different water quality impairments.
- The highest scoring impairments were nitrogen (2.74) and phosphorus (2.66).
 - Coincidentally, these were also two of the categories with the most “Don’t Know” responses, in addition to heavy metals and habitat alteration (see Figure 5). This potentially throws some of the findings into question because they do not properly reflect the opinions of even a majority of the sample. For example, 58% of respondents indicated that they “don’t know” if nitrogen was a problem, and 64% indicated that they ‘don’t know’ if phosphorous was a problem.
 - Higher rates of ‘don’t know’ for both nitrogen and phosphorous presents an opportunity to help residents more clearly connect their own lawn care practices to these specific pollutants, most notably phosphorous in lawn fertilizer products.
- The higher mean value for Nitrogen impairments may reflect a perception that ‘farmers’ are the problem. Excess nitrogen is often associated with agriculture, and this was reflected in the qualitative

data from the first phase of the project (ie: focus groups, key informant interviews). However, it is important to note that the qualitative interviews are not representative of the larger watershed population and therefore it is not possible to make any broader assumptions with this data.

- Bacteria and viruses, heavy metals, and habitat alteration involving fish scored on average lower than the rest in terms of being a problem. These mean values were closer to 2, indicating perceptions of these impairments being only a “slight problem.”
- In addition, non-visible impairments, namely nitrogen and phosphorus, ranked higher than readily visible ones, like trash and algae.
 - The latter can be observed with the naked eye while the former requires the use of science or media reporting to form an opinion, which may help to explain the differences in concern.
- In total, 7 out of 10 impairments were recorded as “don’t know” by more than 50% of respondents.

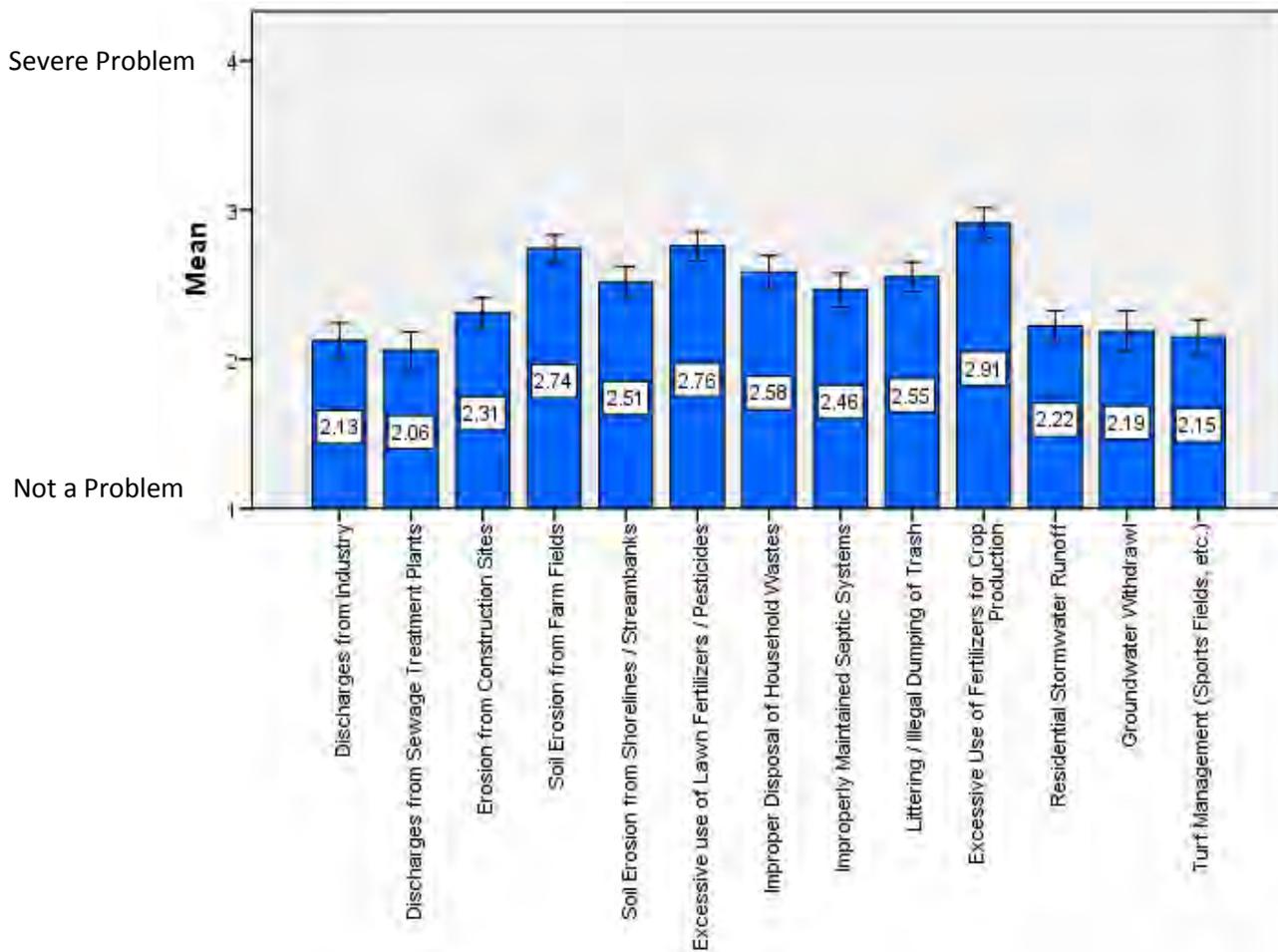
Respondents were less knowledgeable about non-visible water quality impairments than visible ones, in particular phosphorous and nitrogen. This indicates the need for continued education on water quality issues. However, these issues still have resonance with residents as indicated by the fact that nitrogen and phosphorus are the impairments of most concern to respondents.



Perceptions of the Sources of Water Pollution

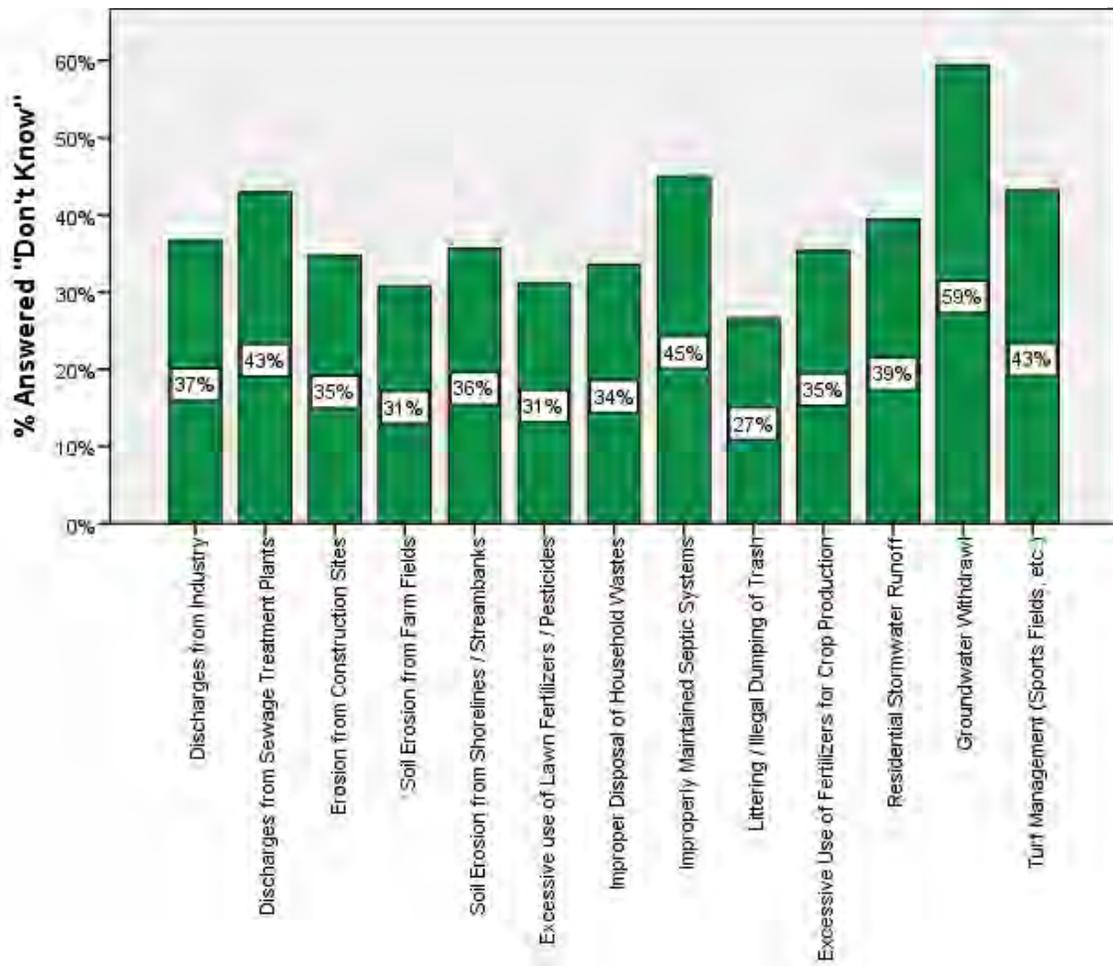
Directly related to residents' awareness and perceptions of common pollutants and conditions that degrade water quality is their opinion on the *sources* of those pollutants. Respondents were asked to rate how much of a problem they perceive for the thirteen most common sources of water quality pollution within the Lake Bloomington and Evergreen Lake Watersheds.

Figure 6: Respondents' Perceptions of the Severity of Sources of Water Pollution
(1 = Not a Problem, 4 = Severe Problem)



**Error Bars at 95% Confidence Interval*

Figure 7: Respondents Who Indicated “Don’t Know” for Sources of Water Pollution



- Figure 6 shows that in general, respondents expressed the greatest amount of concern about farm-related and chemical sources of pollution. Fertilizers used in crop production was the source respondents indicated the most concern about,
 - This supports the previous data that found Nitrogen to have the highest mean score as a problem impairment, as it is commonly associated with agriculture.
- However, household sources were of concern, as excessive lawn fertilizers/pesticides and improperly disposed of household waste also were identified as relatively serious problems by respondents.
- As with perceptions of impairments, there were high rates of “Don’t Know” responses concerning the sources of water impairment (see figure 7).
- The cause of pollution that people were least knowledgeable about was groundwater withdrawal (59% indicated “don’t know”)



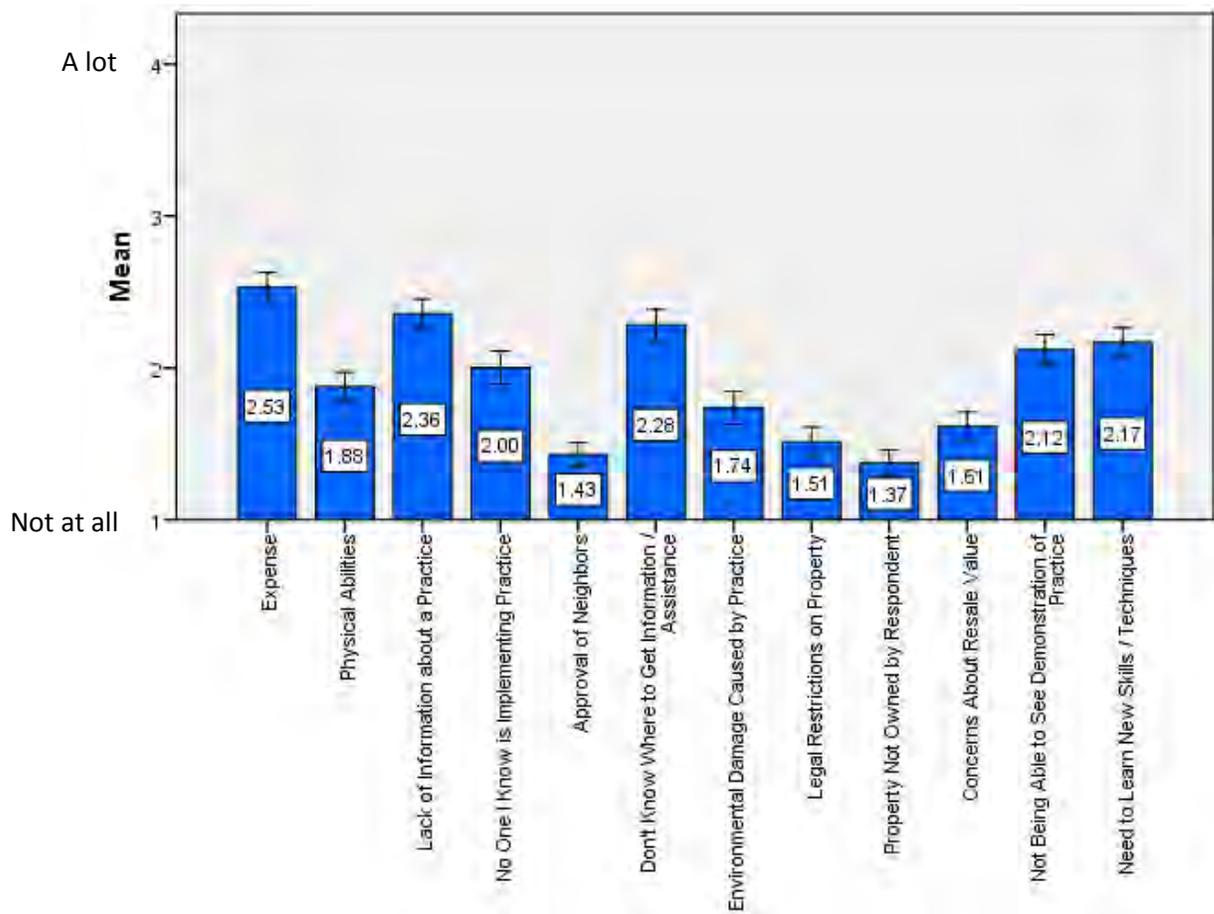
Overall, respondents were most concerned about farm-related sources of pollution, followed by lawn-care sources. This is consistent with the fact that respondents rated nitrogen and then phosphorous as the most problematic for local water quality.

Although agricultural practices still contribute to the problem on non-point source pollution, particularly through excess nitrogen, more recent research has acknowledged the growing contributions of residential lawn care practices. The United States Environmental Protection Agency has acknowledged that NPS pollution is the leading source of water quality degradation (Environmental Protection Agency 2009). One significant source of NPS pollution in urban and suburban areas is fertilizer and pesticide runoff from turf grass lawns, which has been associated with a variety of water quality concerns such as algal blooms, eutrophication, and contaminated groundwater (Law et al. 2004). Other practices such as the use of water-intensive and fertilizer-hungry non-native landscaping, removal of buffer strips around waterways, excessive use of impermeable pavements, and failing septic systems can increase pollutants that enter the groundwater and contribute to NPS pollution (Bannerman et al. 1993; Environmental Protection Agency 2009; Morton et al. 1988). In particular, Bannerman et. al. (1993) identified urban areas as “hot spots” of NPS pollution, identifying lawns and driveways as a primary source of fecal coliform bacteria in storm water runoff. Respondents still view farm-related sources of pollution as the greatest concern, which presents an important opportunity to begin to increasing public awareness of the role that homeowners also play in water quality stewardship practices that address non-point source pollution.

Influences on Residents' Decisions to Change Lawn Care Management Practices

To achieve the goals in a watershed plan it is helpful to analyze the influences on residents' decisions about the lawn care practices they use at home. Residential lawn care practices are significant factors in NPS pollution, particularly in more urbanizing areas. Influences on lawn care choices may include social, economic, political, and environmental factors. The chart below presents respondents' mean rating of the strength of various influences on changing lawn care practices for their property.

Figure 8: Influences on Residents' Decisions to Change Lawn Care Practices for Their Property (1="Not at All"; 4="A Lot").



**Error Bars at 95% Confidence Interval*

- The strongest influence on changing practices identified by respondents dealt with expenses. This supports the finding that people were least likely to accept increasing costs to help protect water quality (see Figure 12, pg. 25).
- The next strongest limitations included lack of information about a practice and not knowing where to get information or assistance. These findings point to the fact that any future outreach for education or

best management practices should consider the need to increase visibility in the broader community, concentrating on successful marketing strategies that identify specific sources of information and resources.

- The least limiting factors were neighbor approval and property ownership.
 - The latter point makes sense when considering that nearly 90% of watershed residents own their home.
 - This also demonstrates that residents are not necessarily limited by neighborhood social norms when it comes to making decisions for their own property, opening the door to introduce new approaches or innovative best management practices.
- In general, respondents expressed a moderate level of perceived limitations when making decisions about their lawns, primarily in response to economics and information.
 - Many of the most limiting factors can be addressed through education and raising awareness, with specific attention given to directing residents to local experts and sources of this information. The most significant limiting factor, cost, could be addressed through local subsidies for residential BMPs, a practice suggested by many in the comments section of the survey.

Expense, not knowing how to implement new practices, and not knowing where to get information on new practices are the factors most limiting respondents' ability to change their lawn care management practices.

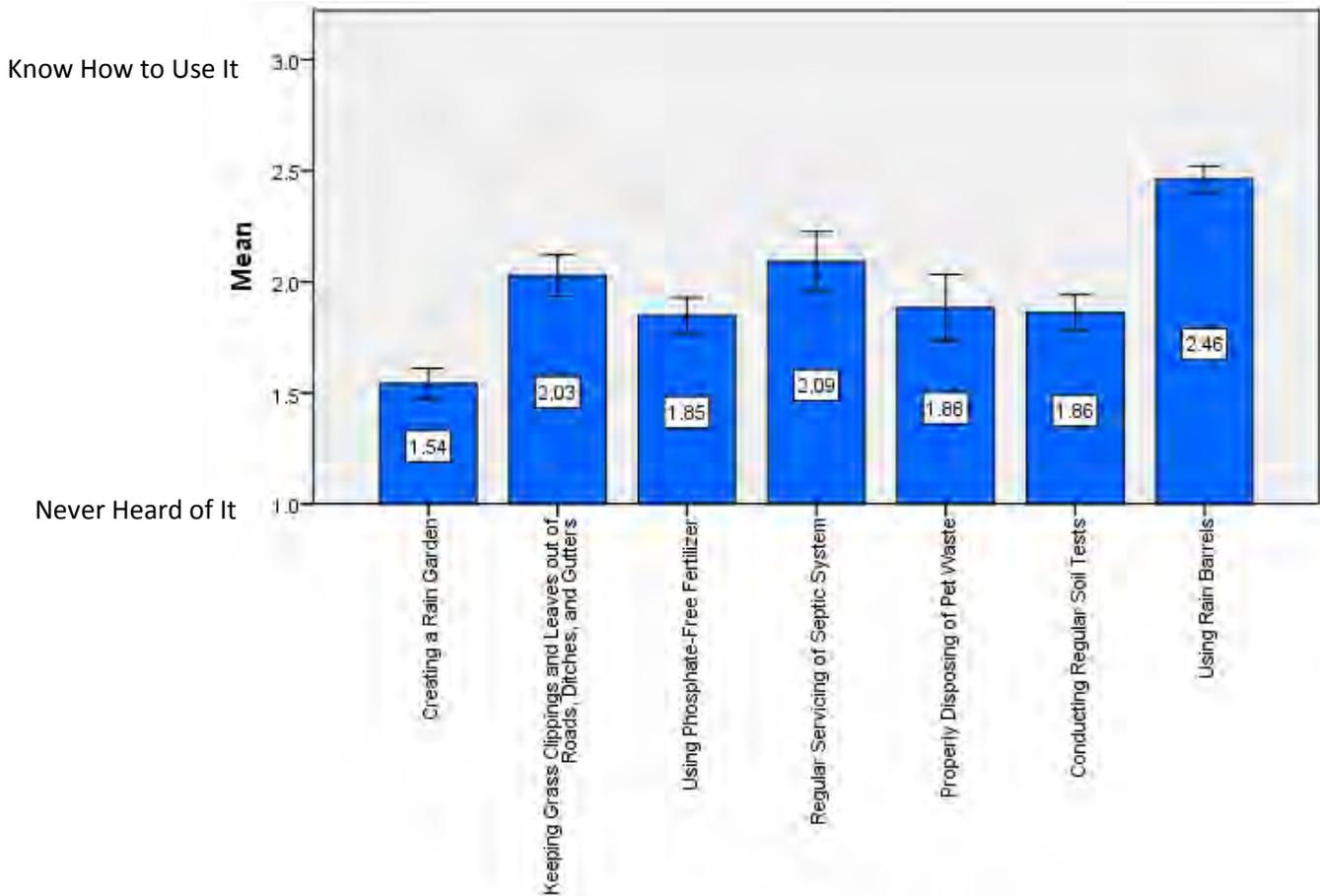


Knowledge and Use of Best Management Practices for Improving Water Quality

Protecting water quality is an important objective for future outreach and education plans. Since the majority of water quality impairments are often the result of NPS pollution, it is critical to understand how familiar residents are with specific best management practices that can both maintain and improve overall water quality within the watershed. The following question asked respondents to indicate their level of familiarity with several best management practices that have been identified by the USEPA to reduce NPS pollution and improve water quality.

Figure 9 depicts the mean level of knowledge respondents reported having of any given best management practice. However, it is important to note that these means do not include respondents who reported actually using these practices; familiarity indicates knowledge of the practice without actually putting it into use.

Figure 9: Familiarity with Practices to Improve Water Quality (1="Never Heard of It"; 3="Know How to Use It").



**Error Bars at 95% Confidence Interval*

Figure 10 depicts the number of respondents who reported actively using the practice, and is therefore understood not in terms of mean scores, but with percentage of participation.

Figure 10: Percentage of Respondents Currently Using a Given Best Management Practice

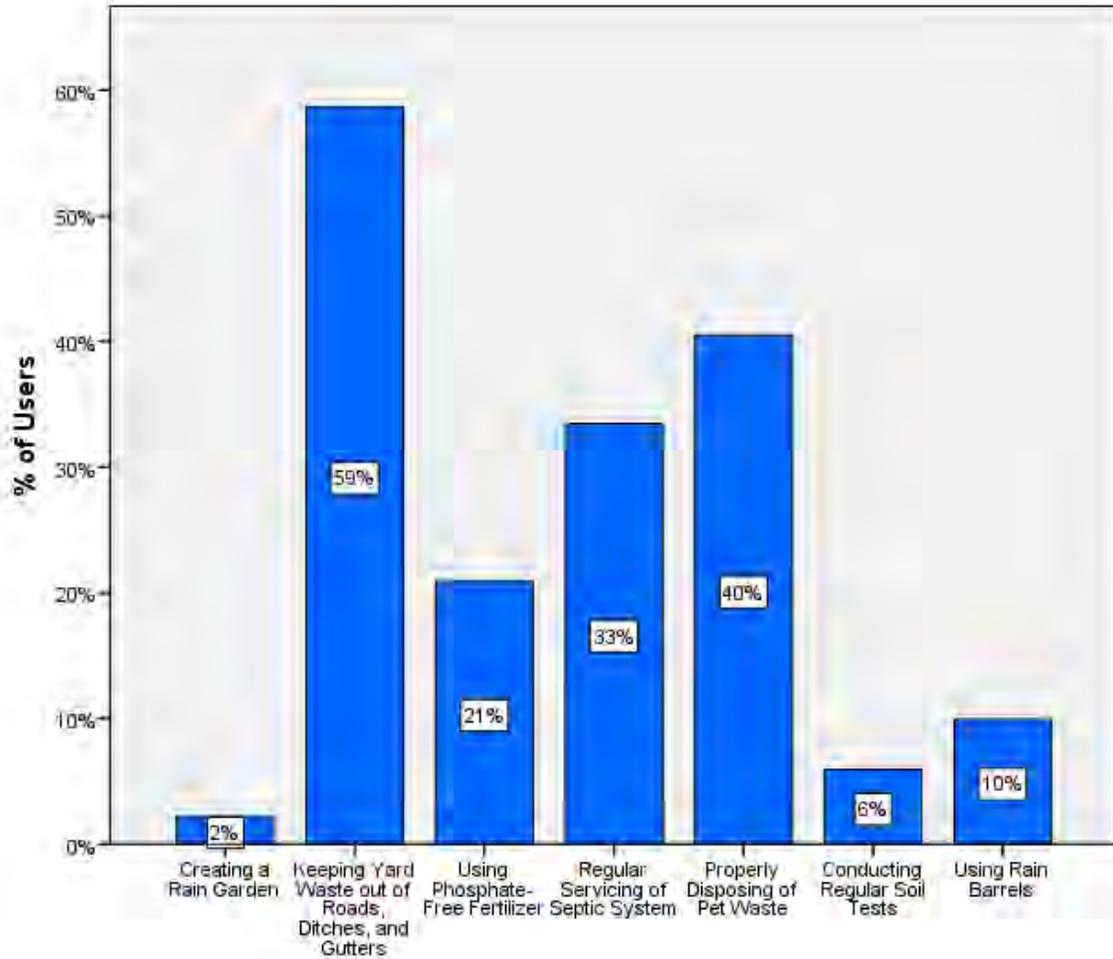
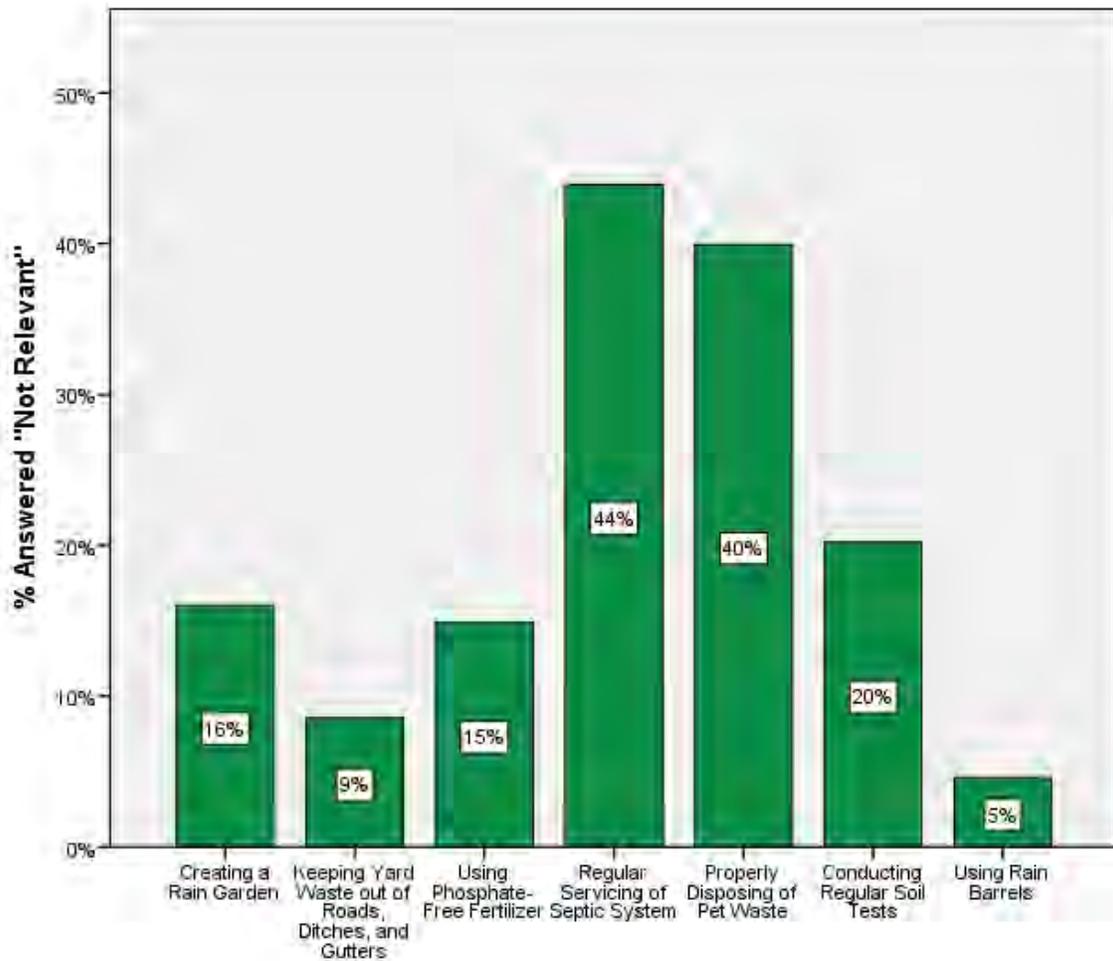


Figure 11 depicts the number of respondents who reported neither familiarity with nor current use of a given practice.

Figure 11: Respondents Who Indicated a Particular Practice is Not Relevant to Them



- The three practices that respondents reported using the least included creating a rain garden, conducting regular soil tests, and using rain barrels, listed from least to most frequently in use. These practices tend to be more obscure and require particular knowledge/labor. Supporting this are the low scores on familiarity reported on creating a rain garden and conducting regular soil tests
- However, despite their low use, rain barrels had the highest level of knowledge. This is significant as it indicates that knowledge is not a barrier to use. Therefore, there must be other reasons that people are not using rain barrels, such as expense or attitudes/beliefs. Only 5% of respondents indicated that rain barrels were 'not relevant'.
- Together, this presents an opportunity to address barriers to use – people have knowledge, think they are relevant, but still don't use them. Qualitative comments indicate concern for mosquitoes as one

possibility. Others might be don't know where to get them. This provides a good direction for future outreach, which could focus on making rain barrels more accessible to residents and dispelling any myths or misinformation about their use and maintenance.

- Conversely, creating a rain garden has both low knowledge and low use (2%). This provides another opportunity for outreach; however, in this case, outreach may need to focus more on basic knowledge about this best management practice.
- Many respondents saw regular septic system servicing and properly disposed of pet waste the least relevant practices of the six presented.
 - This is to be expected, considering not everyone has a septic tank and not everyone has a pet.
- Cleaning up yard waste and creating a rain garden were the two practices that people shared the most in terms of qualitative comments.
 - These were the practices that were rated the most and least utilized, respectively.

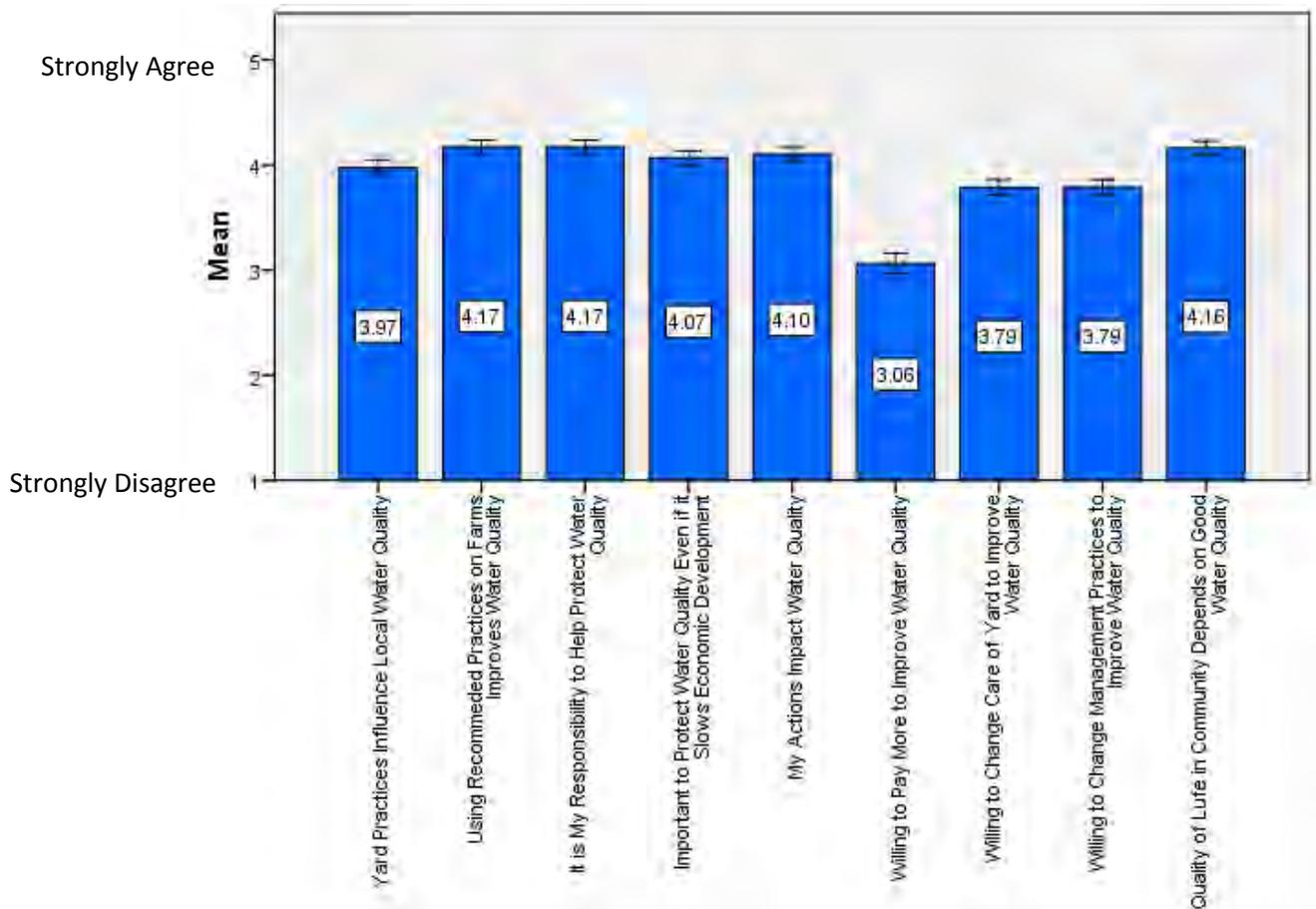
While rain barrels have a low level of use among respondents, they are nonetheless considered the most relevant practice with the most familiarity, making it a good focus for future BMP outreach efforts.



Attitudes and Beliefs Regarding Water Quality

Respondents' values and opinions regarding water quality are an important consideration when trying to determine what factors may most strongly influence their adoption of best management practices and their support for local education and outreach. The choices people make that impact the overall quality and health of their watershed are driven in large part by their value systems and beliefs. In order to influence people's awareness, attitudes, skills and capacity to act, a firm understanding of the values and beliefs that form the basis of those actions is necessary. The following questions ask respondents to indicate their level of agreement or disagreement with a series of statements that measure their values and opinions related to water quality and its relationship to their own actions and behaviors.

Figure 12: Respondents' Attitudes and Beliefs on Water Quality
(1="Strongly Disagree"; 5="Strongly Agree")



**Error Bars at 95% Confidence Interval*

- In general, citizens tend to agree that they and others have an impact on and a responsibility to protect water quality. Most items have a mean score of 4 or higher, indicating a level of agreement. This information can be incorporated in normatively framed messaging.
- While most of the indicators have mean scores clustered around 4.0, it is clear that the least popular opinion has to do with spending more money to protect water quality.

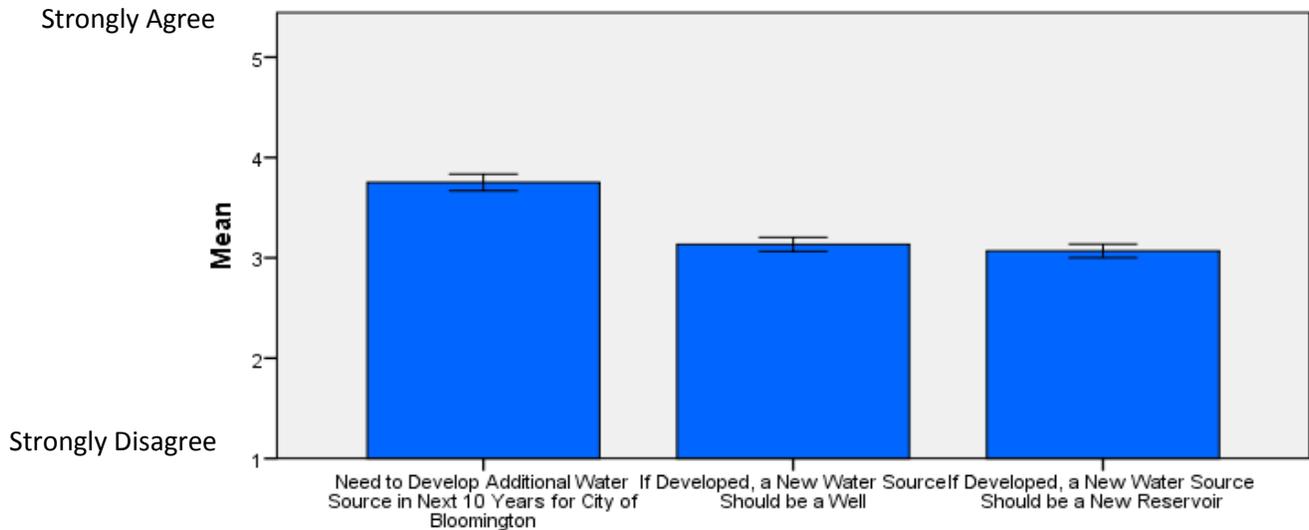
Overall, respondents felt that they and others have an impact on and a responsibility to protect water quality, though willingness to pay more to protect water quality had more modest support.



Opinions on the Future of Local Water Resources

One of the critical questions on the survey was designed to measure residents' perceptions about the current state of water resources and the need to develop new sources of water for the future.

Figure 13: Respondents' Opinions the Future of Local Water Resources (1="Strongly Agree"; 5="Strongly Disagree")



**Error Bars at 95% Confidence Interval*

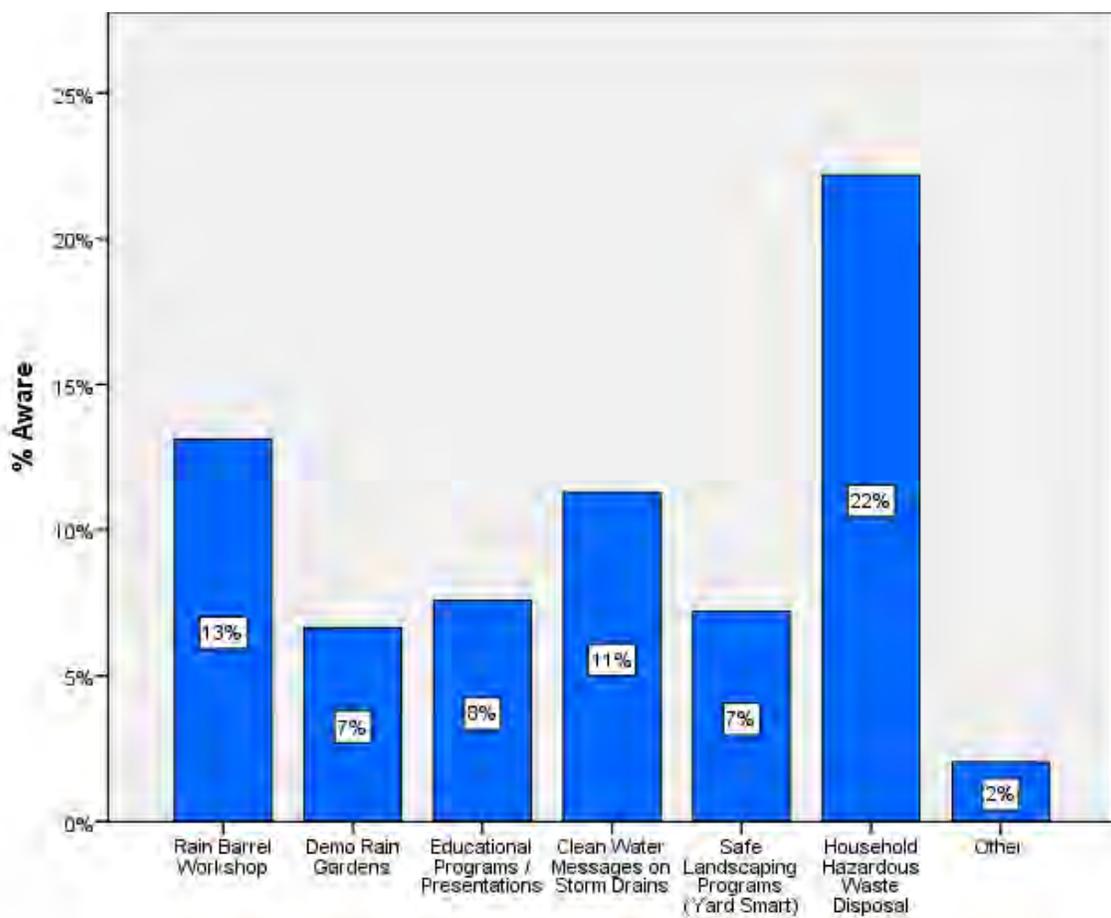
- Results indicate that aggregated responses indicate agreement that Bloomington needs a new water source in the next 10 years.
 - What this source should look like does not reveal a consistent or shared desire for the future. A new well is only slightly preferred to an additional reservoir.
 - Additional ANOVA analyses did not reveal any statistically significant differences in level of agreement by community of residence, indicating that there is no real preference among respondents.

Overall, respondents showed a modest level of agreement with a statement expressing the need to develop an additional water source for the City of Bloomington in the next ten years. However, opinions about what form that development should take are evenly split between a well or a new reservoir.

Knowledge and Awareness of Current Water Outreach and Education Programs

Several programs designed to promote best management practices and raise awareness about environmental issues exist within the watershed. The Ecology Action Center (EAC) is a local organization that sponsors and provides most of the programs that are available locally, and can be a partner to many organizations in the region in continued outreach and education efforts. As such, a question was constructed assessing the number of people who are aware of EAC outreach efforts. The results are displayed in Figure 14.

Figure 14: Awareness of Current Water Outreach and Education Programs



- Less than a quarter of respondents have knowledge of any single EAC program.
- Although it was expected that these findings may be reflective of a difference in visibility among urban and rural respondents, t-test and ANOVA analyses did not show any statistically significant differences between the five communities or between urban and rural respondents.
- The least recognized (excluding 'other') was a tie between Yard Smart and the demo rain gardens.

- The latter is consistent with the previous finding that rain gardens are the BMP people knew the least about (see figure 11).
- The 'Other' category has seven different responses, and included the following: composting, free mulch, radon testing, IEPA programs, city-provided rain barrels, "extension programs," and mail information.

Programs and education offered by the Ecology Action Center (EAC) are not widely known among respondents. Future outreach could both promote as well as benefit from greater visibility of EAC programs, especially those that focus on issues related to water quality.



Septic System Issues and Water Quality

During the key informant interview phase of this project, a common theme of concern that emerged was residential septic systems as a source of water contamination. For example, the majority of the homes directly on Lake Bloomington (a source of drinking water for the watershed) are on septic waste systems. Therefore, a series of questions that focuses specifically on issues related to septic systems was an important part of the survey.

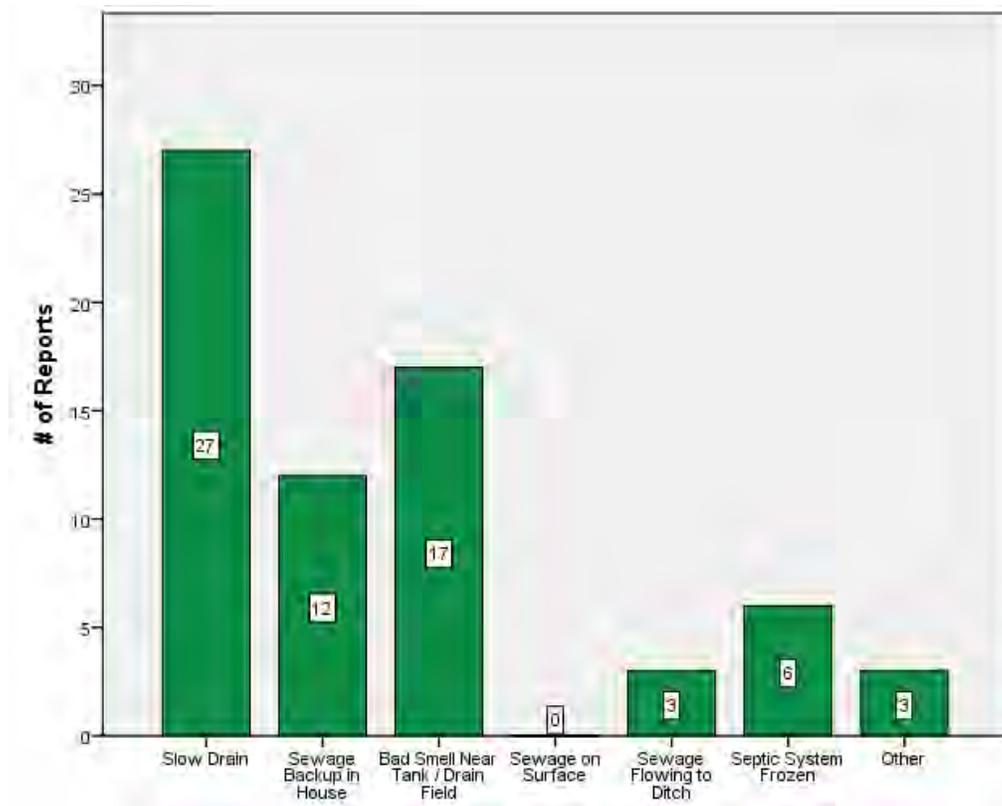
The first question asked residents, “**Does your household have a septic system?**”

- 45.5% of respondents answered yes, while 46.3% of respondents indicated that their household did not have a septic system. Additionally, 4.8% indicated that they didn’t know whether they had a septic system or not.

Residents were asked about specific types of problems that they may have encountered with their septic system over the last five years. Responses included the most commonly reported problems and respondents were allowed to choose more than one issue.

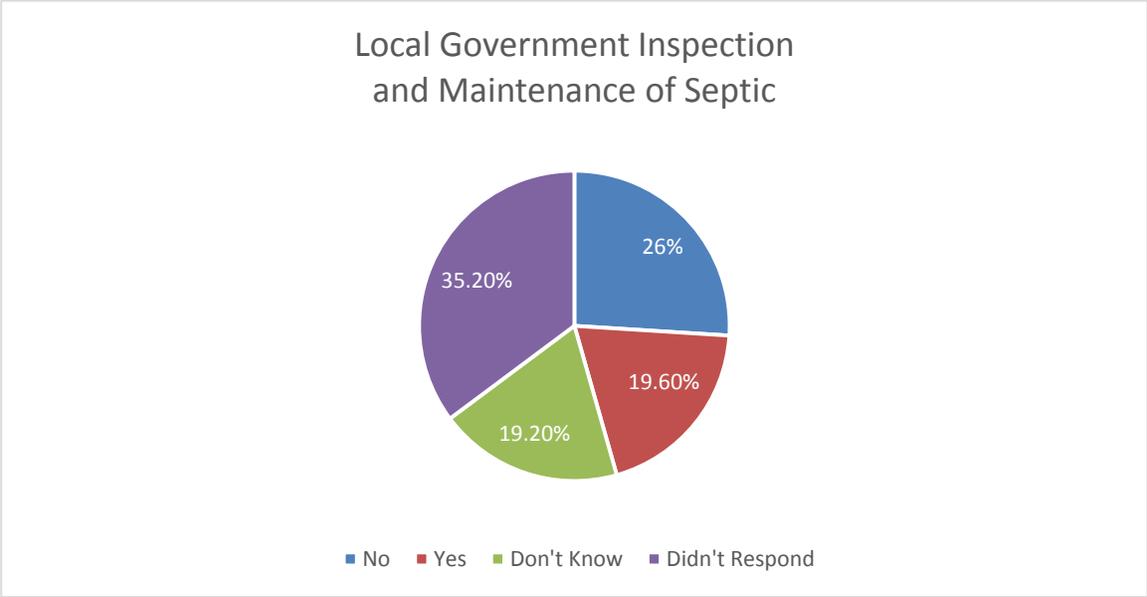
- Of the respondents who indicated their household has a septic system, 217 (or about 87% of the total) respondents indicated they had **never** experienced problems with their septic system. The following graph represents the most common septic system problems.
- The most commonly reported problem was slow drainage followed by bad smells.

Figure 15: Common Septic System Problems



Respondents were then asked if they thought a local government agency should handle inspection and maintenance of septic systems. While this question was intended specifically for those who own a septic system, many participants who did not own one answered it as well. Those responses were kept in the analysis for their use as an indicator of the level of government intervention participants are comfortable with.

Figure 16: Do you think a local government agency should handle inspection and maintenance of septic systems?



Who Responded to The Survey?

Table 3 below highlights some of the basic demographics of survey respondents. Complete tables and charts representing responses to all questions in the survey including responses to open-ended questions are in the appendix to this document.

Table 3: Respondent Demographics

Gender	
Male	52.7%
Female	43.3%
Age (Years)	
Mean	52.5
Median	52
Mode	40
Ethnicity	
African American	1.3%
American Indian	0.2%
Asian / Asian American / Pacific Islander	3.3%
Hispanic / Latino	1.8%
White / Caucasian	85.2%
Multi-Racial	0.9%
Other	0.7%
Education	
Some Formal Schooling	0.9%
High School Diploma / GED	14.6%
Some College	13.0%
2 Year College Degree	9.3%
4 Year College Degree	34.9%
Post-Graduate Degree	22.1%
Household Income	
< \$24,999	3.5%
\$25,000 - \$49,000	12.6%
\$50,000 - \$74,999	12.8%
\$75,000 - \$99,999	16.8%
> \$100,000	37.5%

Residential Area	
Towanda	9.30%
Hudson	17.20%
Lake Bloomington	15.20%
Normal	18.50%
Bloomington Watershed	10.20%
City of Bloomington	27.80%
Type of Community	
Town, Village, or City	74.4%
Isolated, Rural, Non-Farm Residence	4.0%
Rural Subdivision or Development	16.6%
Farm	0.9%
Length of Residence on Property (Years)	
Mean	13.7
Median	10
Mode	1
Own or Rent Property	
Own	89.2%
Rent	7.5%
Size of Lot	
1/4 Acre or Less	54.7%
More than 1/4 Acre, Less than 1 Acre	32.9%
1 Acre to Less Than 5 Acres	5%
5 or More Acres	0.5%

Results of Bivariate and Correlation Analyses: Understanding Urban/Rural Differences

The basic demographic data also allows for analysis using multivariate statistical analyses to identify how respondents' characteristics are related to patterns of responses. Sociodemographic variables (age, gender, education, income, length of residence) are frequently found to be the source of variations in belief systems and behaviors. In an effort to better understand the applications and limitations of the survey data, analyses were run to better understand differences between urban and rural respondents. Historically, residents of small towns or rural communities may hold values/beliefs or engage in practices that are different from residents in a larger, urban center. Since the Lake Bloomington and Evergreen Lake watersheds are largely rural and agricultural in their land use, yet the water supply serves a very urban city center, comparing and contrasting these two populations on a variety of key variables will be beneficial for analyses and the development of outreach activities that may need to be tailored to a specific type of population, rather than a single, uniform message for the entire watershed.

Conducting these analyses is a technical process and to present useful information for plan implementation in a succinct form the section below highlights only the important relationships between respondent characteristics and responses to specific questions in the survey.

The analyses conducted focus on the following variables:

Age	Gender
Level of Education	Household Income
Length of Residence	Community of Residence
And their influence on.....	
Knowledge and Use of Best Management Practices	Attitudes/Beliefs
Perceptions of Water Impairments	Perceptions of Sources of Water Pollution
Limits and Influences to Changing Lawn Care Practices	Opinions on the Future of Water Resources
Knowledge and Awareness of Local Outreach Programs	

Understanding the Data

Many variables were subjected to recoding in order to better facilitate analysis.

- Community was recoded dichotomously, based on whether the respondent lived in a more rural or urban community.
 - 0 = Rural Communities (Towanda, Hudson, and Lake Bloomington)
 - 1 = Urban communities (Bloomington and Normal)
- Gender was coded dichotomously
 - 0 = Male
 - 1 = Female

- Education was coded on a scale of 1-6
 - 1 = Some Formal Schooling
 - 2 = High School Diploma/GED
 - 3 = Some College
 - 4 = 2 Year Degree
 - 5 = 4 Year Degree
 - 6 = Post-Grad Degree
- Income was coded on a scale of 1-5
 - 1 = Less Than \$24,999
 - 2 = 25,000 to \$49,999
 - 3 = \$50,000 to \$74,999
 - 4 = \$75,000 to \$99,999
 - 5 = \$100,000 or more
- BMP Use and Knowledge was recoded dichotomously, based on whether or not the respondent used or didn't use a particular practice.
 - 0 = Doesn't Use the Practice
 - 1 = Uses the Practice
- Attitudes and beliefs were combined to create an index, which produces an overall measure based on the composite totals of all items combined. This way, a global measure of respondents' perception of water quality could be developed and understood in terms of its relationship with other variables.

The earlier sections of this report discussed the univariate analyses and demonstrated how the primary variables were measured. However, this information is re-stated below to serve as a reference guide for the bivariate analyses.

- Sources of Pollution and Water Impairments are coded on a scale of 1-4
 - 1 = Not a Problem
 - 4 = Severe Problem
- Attitudes/Beliefs and Future of Local Water Resources are coded on a scale of 1-5
 - 1 = Strongly Disagree
 - 5 = Strongly Agree
- Barriers to Lawn Care Change is coded on a scale of 1-4
 - 1 = Not at All [Restricted By]
 - 4 = [Restricted by this] A Lot
- Awareness of Outreach is coded on a scale of 0-1
 - 0 = Not Aware
 - 1 = Aware
- BMP Knowledge and Use is on a scale of 1-4. In the analysis of BMPs, though, the dichotomous recode is used to judge mean differences appropriately.
 - 1 = Never Heard of It
 - 2 = Somewhat Familiar with It
 - 3 = Know How to Use It; Not Using it
 - 4 = Currently Use it

Findings from Bivariate Analyses

The following discussion focuses on those variables that were found to be statistically significant. For a full listing of all analyses conducted over the course of the study, please refer to the appendix. These statistically significant relationships can inform the design and implementation of research goals and future activities.

Rural vs. Urban Communities

The various communities in the watershed, while just a short distance from each other, are nevertheless different in respect to their social dynamics and local institutions. As a part of the survey’s goals to evaluate knowledge, practices, and opinions, understanding the fundamental differences between perceptions and value/belief systems among residents of these communities is vital to directing future outreach and education efforts and revisions to the watershed management plan. In particular, the study focused on understanding any key differences between the residential populations that were in the urban core (City of Bloomington, Town of Normal watershed), as compared to those that were in the outlying rural communities (Hudson, Towanda, Lake Bloomington).

Table 4: Community Distribution

Communities	Frequency	Percent	Communities	Frequency	Percent
Towanda	51	9.3%	Normal	101	18.5%
Hudson	94	17.2%	Bloomington Watershed	56	10.2%
Lake Bloomington	83	15.2%	City of Bloomington	152	27.8%
Rural	228	41.7%	Urban	309	56.5%

The results of the analyses have been presented in Table 5. Of the variables used, six were found to have significant relationships with the classification of a respondents’ community as rural or urban: Important Activities, Knowledge and Use of Best Practices; Sources of Water Pollution; Barriers to Lawn Care Change; and some demographic variables. As discussed earlier, Community as a variable was recoded into Rural vs. Urban: The former represents Towanda, Hudson, and Lake Bloomington; the latter represents Normal and Bloomington townships.



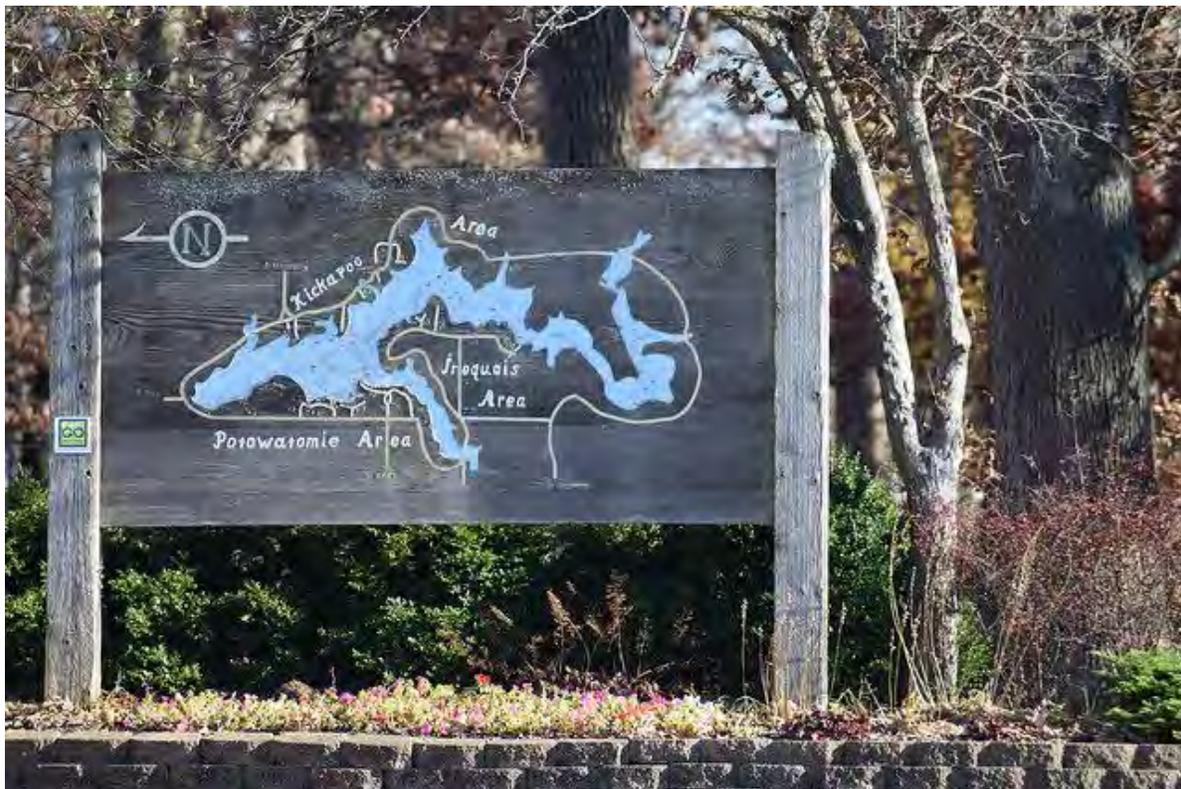
Table 5: Results of Bivariate T-Tests for Rural vs. Urban Respondents

Variables	Mean Scores: Rural	Mean Scores: Urban	Mean Differences	Significance
Important Activities				
Boating	.23	.09	0.14	P<.001
Picnicking / Family Activities	.28	.38	-0.1	P<.05
BMP Knowledge and Use				
Regular Servicing of Septic	3.59	2.24	1.35	P<.001
Proper Disposal of Pet Waste	3.49	3.13	0.36	P<.01
Water Impairments				
Sedimentation	2.65	2.41	0.24	P<.05
Toxic Minerals in the Water	2.25	2.57	-0.32	P<.05
Heavy Metals	2.04	2.58	-0.54	P<.01
Invasive Plants and Animals	2.26	2.53	-0.27	P<.05
Habitat Alteration Harming Fish	2.11	2.59	-0.48	P<.001
Sources of Pollution				
Industry Discharge	1.82	2.38	-0.56	P<.001
Sewage Plant Discharge	1.78	2.30	-0.52	P<.001
Construction Erosion	2.04	2.51	-0.47	P<.001
Excessive Use of Lawn Chemicals	2.58	2.87	-0.29	P<.01
Improper Disposal of Household Waste	2.26	2.79	-0.53	P<.001
Improperly Maintained Septic	2.30	2.60	-0.3	P<.01
Littering / Illegal Trash Dumping	2.37	2.68	-0.31	P<.01
Groundwater Withdrawal	1.93	2.38	-0.45	P<.01
Turf Management	1.93	2.38	-0.45	P<.001
Barriers to Lawn Care Change				
Lack of Information	2.22	2.46	-0.24	P<.05
No One I Know is Implementing It	1.87	2.10	-0.23	P<.05
Approval of Neighbors	1.33	1.50	-0.17	P<.05
Don't Know Where to Get Info/Assistance	2.15	2.38	-0.23	P<.05
Legal Restrictions	1.39	1.62	-0.23	P<.05
Concerns over Resale Value	1.50	1.70	-0.2	P<.05
Unable to See a Demonstration	1.98	2.22	-0.24	P<.05
Need to Learn New Skills/Techniques	1.95	2.32	-0.37	P<.001
Demographics				
Education	3.90	4.73	-0.83	P<.001
Income	3.60	4.06	-0.46	P<.001
Length of Residence (in years)	17.44	10.61	6.83	P<.001

- The variables measuring ‘Sources of Pollution’ held the most significant differences between urban and rural residents. Nine out of the thirteen items that comprised this indicator were significant, and five of those were significant at the .001 level.
 - These results indicate that rural respondents reported less concern about most sources of pollution compared to urban residents.
- Another important finding from table 5 is that rural respondents tend to perceive fewer limitations on their ability to make decisions concerning their lawn care practices. Rural areas may operate under

slightly different social structures, necessitating outreach that is tailored to their specific needs and perspectives on changing lawn care practices.

- This is supported by the fact that rural residents also overwhelmingly own septic systems, a fundamental structural difference that also needs to be addressed in outreach efforts.
- Demographic differences between urban and rural respondents include lower educational attainment and income levels in rural areas.
- Rural respondents were more likely to cite boating as their favorite activity, while urban respondents were more likely to cite picnicking / family activities.
- Rural respondents report a slightly higher frequency of picking up after their pets.
- Rural residents see sedimentation as more of an issue than their urban counterparts, which may be attributable to the fact that Lake Bloomington residents (classified as rural) live directly on the lake and have direct contact with this issue.



Knowledge and Use of Practices to Improve Water Quality

The previous analyses indicate that, among the common residential practices used to protect water quality, respondents were most familiar with keeping rain barrels, keeping grass clippings and leaves out of roads, ditches and gutters, and regularly servicing their septic systems. Bivariate analyses were conducted to understand key differences between users and non-users of rain barrels.

Table 6: Results of Bivariate T-tests for Rain Barrel Users vs. Non-Users

Variables	Mean Scores: Users	Mean Scores: Non-Users	Mean Differences	Significance
BMP Knowledge and Use				
Create a Rain Garden	2.04	1.55	0.49	P<.01
Keep Yard Waste Out of Roads, Ditches, and Gutters	3.56	3.27	0.29	P<.05
Use Phosphate-Free Fertilizer	2.83	2.32	0.51	P<.01
Regular Servicing of Septic Systems	3.63	3.21	0.42	P<.05
Conduct Regular Soil Tests	2.43	1.99	0.44	P<.01
Awareness of Outreach				
Rain Barrel Workshop	0.44	0.10	0.34	P<.001
Demo Rain Gardens	0.21	0.05	0.16	P<.01
Messages on Storm Drains	0.31	0.09	0.22	P<.001
Safe Landscaping Programs (e.g., YardSmart)	0.25	0.04	0.06	P<.001
Household Waste Disposal	0.40	0.19	0.21	P<.01
Attitudes/Beliefs				
Willing to Pay More to Improve Water	4.42	4.14	0.28	P<.01
Barriers to Lawn Care Change				
Don't Know Where to Get Info	1.94	2.32	-0.38	P<.05
Need to Learn New Skills	2.22	1.82	0.40	P<.05
Demographics				
Length of Residence (in Years)	17.52	12.89	4.63	P<.05

- Respondents who use rain barrels have greater awareness of Ecology Action Center programs than non-users.
 - This may be reflective of the fact that the Ecology Action Center sponsors several programs each year where community members can build their own rain barrel and learn about their uses for a minimal cost.
 - Another way to understand this is that users likely have greater knowledge of environmental issues and best management practices, creating fewer barriers to changing their lawn care habits.

After examining some of the indicators that influence residents in their decision to implement a rain barrel, we can logically ask the next question: how can we increase the prevalence of rain barrels? One final key observation for this BMP is that users of rain barrels tend to make greater use of most of the other BMPs than non-users, excluding properly disposing of pet waste and regularly servicing septic systems (practices which are not relevant to the entire population). The BMP with the strongest relationship, though, is the use of phosphate-free fertilizers, due to a higher mean difference and significance at the P<.01 level. Table 7 presents the

bivariate analyses comparing those who use phosphorous-free fertilizers and those who do not on a variety of indicators.

Table 7: Phosphorus-Free Fertilizer Users vs. Non-Users

Variables	Mean Scores: Users	Mean Scores: Non-Users	Mean Differences	Significance
BMP Knowledge and Use				
Create a Rain Garden	1.86	1.55	0.31	P<.01*
Keep Yard Waste Out of Roads, Ditches, and Gutters	3.68	3.14	0.54	P<.001*
Regular Servicing of Septic System	3.72	3.08	0.64	P<.001*
Properly Dispose of Pet Waste	3.74	3.11	0.63	P<.001*
Conduct Regular Soil Tests	2.40	1.92	0.48	P<.001*
Keep a Rain Barrel	2.85	2.56	0.29	P<.001
Attitudes/Beliefs				
Yard Practices Influence Local Water	4.15	3.94	0.21	P<.05
Using Recommended Practices on Farms Improves Water	4.31	4.14	0.17	P<.05
It is My Responsibility to Help Protect Water	4.38	4.11	0.27	P<.001
My Actions Impact Water	4.30	4.09	0.21	P<.05*
Quality of Life in Community Depends on Good Water	4.35	4.12	0.23	P<.01
Awareness of Outreach				
Clean Water Messages on Storm Drains	0.21	0.10	0.11	P<.05*
Household Hazardous Waste Disposal	0.32	0.19	0.13	P<.05*
Other	0.00	0.03	-0.03	P<.01*

**Equality of Variances Not Assumed*

- The data demonstrates that the use of phosphorus-free fertilizer is significantly related to *all* other BMPs, including regularly servicing septic systems and properly disposing of pet waste.
 - This suggests that phosphorus-free fertilizers may act as a “gateway BMP,” a practice that is easy to adopt and that has the potential to lead to the practice of others.
 - This is supported by the lack of statistical significance for the variable “Limits to Lawn Care Decisions.”
- Additionally, the use of phosphorus-free fertilizer is associated with greater awareness of outreach and higher levels of environmental consciousness.
 - In particular, significance and mean scores surrounding the indicator “It is My Responsibility to Help Protect Water” held the most significance in the beliefs/attitudes variable.
 - While it is true that there is no causal direction in this relationship, instead indicating that those who have a greater degree of environmental concern are perhaps just more likely to use this practice, we can nevertheless see relevance for this practice to a large number of people in the watersheds as a whole.

Further analyses are facilitated by examining the number of people participating in its use, compared to the level of use seen in other practices. NOTE: the following numbers do not include those who found the practice not relevant, because those people likely do not meet the conditions for use of the BMP (they don’t own pets or a septic system, they rent their property, etc.).

- Keeping yard waste out of roads, ditches, and gutters, regularly servicing septic systems, and properly disposing of pet waste constitute the most common and basic BMPs, as well as the easiest and most socially acceptable ones.
 - Keeping Yard Waste out of Roads, Ditches, and Gutters: 308 users, 175 non-users (64% use-rate)
 - Regular Servicing of Septic System: 178 users, 120 non-users (60% use-rate)
 - Properly Disposing of Pet Waste: 212 users, 103 non-users (67% use-rate)
- Rain Gardens, regular soil tests, and rain barrels are the practices at the lower end of the BMP spectrum, constituting the least accessible and most advanced practices, and which also see the least current use.
 - Creating a Rain Garden: 12 users, 435 non-users (3% use-rate)
 - Conducting Regular Soil Tests: 32 users, 390 non-users (8% use-rate)
 - Keeping a Rain Barrel: 52 users, 455 non-users (10% use-rate)
- Phosphorus-free fertilizers constitute a middle ground with a decent number of users and a simple method of implementation.
 - Using Phosphorus-Free Fertilizer: 108 users, 336 non-users (24% use-rate)

Widely used/basic practices see use by over half of the respondents that consider the practice relevant; middle-range practices see use by around one quarter of respondents that consider the practice relevant; and low-use/advanced practices see the very lowest use-rates, closer to the single digit percentages of use among respondents that find the practice relevant. The lower-use practices also tend to be the ones that often require a greater level of knowledge or physical manipulation of one's property.



Outreach and education activities may be most successful in terms of increasing overall BMP use among residential homeowners by focusing on promoting the use of phosphorus-free fertilizers and rain barrels, based on the previous analyses. The most apparent way to achieve this would be through increased awareness of practices and local programs/organizations that can assist with these practices. Incentive structures may also provide a way of increasing use, in addition to lowering barriers to entry, like more opportunities to implement and cheaper costs.

- Many respondents agree, as these solutions can be seen reflected in the comments section of the survey.
- Many respondents expressed a desire to learn more about environmentally-friendly practices, and to learn more about the issues affecting our community.
 - "I really don't know anything this subject - even though I use water all day everyday! I should know more."
 - "Would like to know more info about 'green' lawn care & benefits to lawn & environment. Demo Lawns, real working weed control, would be helpful."
 - "Better education for the public on conserving water, as well as how to help keep our water clean and safe is needed."
- Respondents also suggested some ways that rain barrels could be encouraged in the community.

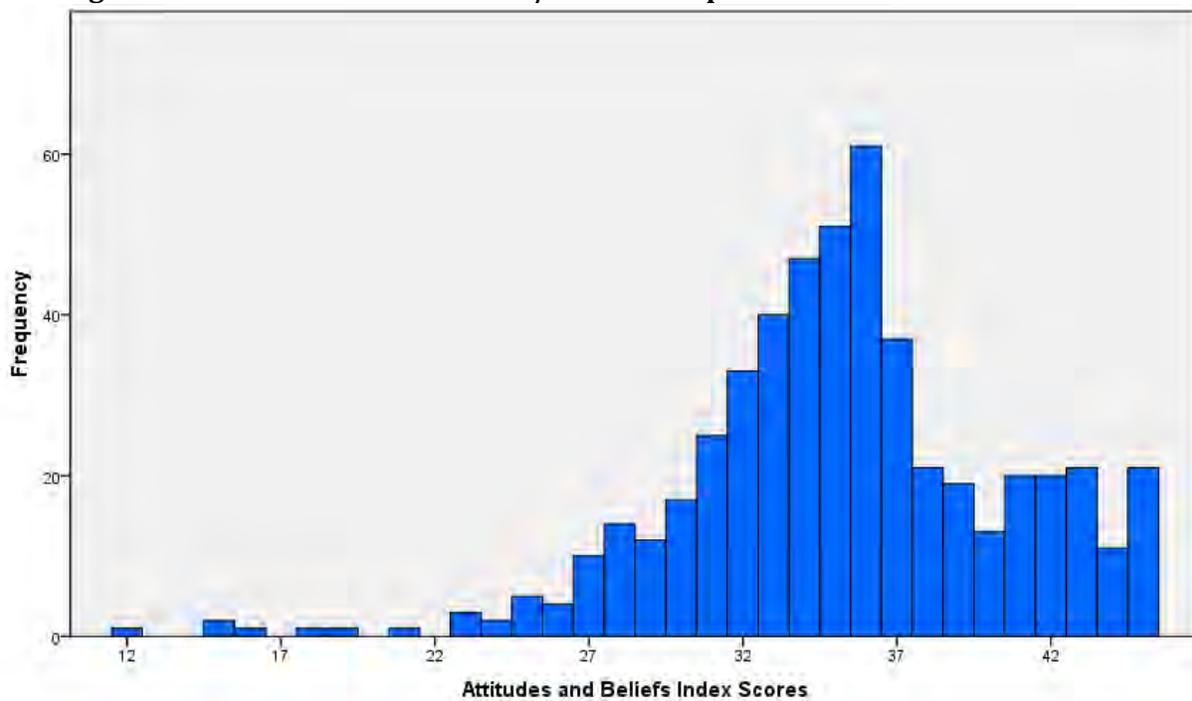
- “Tax rebates/subsidies for installing rain water storage tanks would go a long way in preserving water quality and quick adoption by the community.”
- “If the city provided rain barrels, like it does recycling cans, I'd use them!”

The willingness to learn, and the desire to change practices, has been expressed in the community. While perhaps not agreed upon by all, the demand is there, so the supply should be provided.

Global Measures of Environmental Concern

Responses to questions concerning respondents’ values and beliefs were fairly similar, with the exception of willingness to pay more to improve water quality (see pg. 18). Again, we saw a pretty high degree of agreement with the importance of environmental issues, but with a slightly lower degree of agreement to change habits and practices. In this section, we now seek to understand respondents’ composite scores for environmental consciousness. This is accomplished by examining the Attitudes/Beliefs Index in relation to the other variables of the survey. The following pages present the results of this analysis. To begin, Figure 17 shows the distribution of scores in the index.

Figure 17: Distribution of Attitudes/Beliefs Composite Scores



- The minimum possible score is 9, while the maximum is 45. However, the minimum *reported* score is 12, while the greatest reported score is 45.
- Composed of 9 items total, the Cronbach’s alpha of the index is .857, making it very reliable for analysis.
- The mean of all scores is 35.38; the standard deviation is 5.23; and the total number of possible scores is 514 excluding those that didn’t answer all of the items (33 respondents).
- The most frequent score (mode) is 36, with 61 respondents holding this score. The median score is 35.

- The graph also demonstrates what the curve of the scores looks like. It is skewed left, revealing a tendency towards higher environmental consciousness in the sample.

Table 8 shows the strength of the significant relationships between the attitudes/beliefs index and other variables.

Table 8: Attitudes/Beliefs Correlations

Variables	Pearson Correlation (r)
Sources of Water Pollution	
Discharges from Industry	.178**
Erosion from Construction	.143**
Soil Erosion from Farms	.205**
Excessive Use of Lawn Chemicals	.342**
Improper Disposal of Household Wastes	.227**
Improperly Maintained Septic Systems	.235**
Littering / Illegal Trash Dumping	.172**
Excessive Use of Fertilizers on Farms	.325**
Residential Stormwater Runoff	.267**
Groundwater Withdrawal	.292**
Turf Management	.318**
Water Impairments	
Sedimentation	.186**
Nitrogen	.327**
Phosphorus	.368**
Bacteria and Viruses	.235**
Trash / Debris	.196**
Toxic Materials	.334**
Heavy Metals	.273**
Algae	.163**
Invasive Plants and Animal	.187**
Habitat Alteration Harming Fish	.187**
Awareness of Outreach	
Rain Barrel Workshop	.094*
Demo Rain Gardens	.089*
Safe Landscaping Programs (e.g., YardSmart)	.126**
Household Hazardous Waste Disposal	.10*
Other	.098*
Barriers to Lawn Care Change	
Expense	-.114*
Concerns About Resale Value	-.101*
Other	
Need to Develop Additional Water Source in Next 10 Years	.248**
Gender	.107*
Education	.112*

*= $P < .05$; **= $P < .01$

- The most significant relationship that comes out of this data is the heightened awareness of sources of water pollution and specific impairments for those with greater environmental awareness. Eleven out of thirteen sources of water pollution were statistically significant in relation to attitudes/beliefs, as well as all of the specific impairments.

- Both farming and residential chemicals and toxic materials are cited as the most important by those with a stronger level of environmental concern.
- Littering, construction sources, and habitat alteration all held the weakest relationships, but were nevertheless statistically significant.
- Those with greater environmental concern tend to more strongly agree with the idea that Bloomington needs an alternative water resource in the next 10 years. What that source should be, however, is not quite agreed upon.
- Respondents with a greater level of environmental concern tend to be a bit less concerned with costs associated with improving water quality.
 - This relationship is very weak, though, and so should not be overstated.
- Finally, gender and education had weak relationships with environmental concern, demonstrating that women with more education had higher levels of environmental concern.

Qualitative Comment Analysis

Throughout the survey, there were numerous places where respondents could fill in their own responses and they were also encouraged to add any additional comments at the conclusion of the survey. Overall, 145 respondents volunteered qualitative comments at some point in the survey questionnaire. Although these comments are not representative or generalizable, they do offer some useful insight into a few common themes related to the use of BMPs.

Best Management Practices (BMPs)

- Some of the qualitative comments at the end of the survey indicated issues or concerns about how to use and maintain rain barrels. With greater awareness of the Ecology Action Center (EAC) and its programs, it is possible that these concerns could be more directly addressed and adoption of this specific BMP could be increased. The connection between clean/plentiful water and how rain barrels can help in this larger issue may not be fully understood by respondents:
 - “Better education for the public on conserving water, as well as how to help keep our water clean and safe is needed. [...] Rain barrels are not the answer! They have their own problems.”
 - “It's quite apparent that the big problem staring us directly in the face is the quantity of H2O to meet the needs of the region. Rain barrels don't address this!”
- Others expressed interest in rain barrels, but were unaware of the opportunities the EAC provides for learning about them. The connection between EAC awareness and rain barrel usage shows that mere exposure would solve this issue:
 - “I would like to learn about rain barrels. We have a neighbor that does that and seems so practical for watering plants and the lawn.”
 - “My neighbor collects rain water and I would like to but haven't even thought about how to switch out our gutters or where to get a rain barrel.”

Conclusions

The social science research data that has been presented was gathered to examine social factors relevant to efforts to maintain water quality. In addition, these findings provide information that can be beneficial for future updates of the watershed plans for Lake Evergreen and Lake Bloomington Watersheds. Finally, the data can help to direct the design and delivery of future education and outreach programs so they are optimized to be as effective as possible. To re-cap, the specific goals of the project were as follows:

- 1) Evaluate urban resident's general level of knowledge and concerns of water quality
- 2) Identify the effects residents' activities have on water quality and the practices they currently use that effect water quality (BMPs)
- 3) Evaluate onsite waste system knowledge and practice
- 4) Evaluate knowledge of and opinions of water conservation activities on water quality and quantity
- 5) Provide critical data to direct future outreach and education efforts

The survey results overall were very encouraging, demonstrating a reasonable level of knowledge about water quality issues and an understanding that personal behaviors impact water quality. Respondents demonstrated that they saw a connection between their actions, water quality, and quality of life in their community. Older respondents were more likely to see the connection between personal action and water quality and indicated that they were more willing to make changes in their own lawn care practices to protect water quality.

In regards to the first goal, which focused on assessing general knowledge and concerns for water quality, the data illustrated some important findings. Overall, respondents rated the water quality in both watersheds as fairly good, with an overall mean score of 2.53 on a scale of 1 (poor) to 3 (good). More specifically, water quality for picnicking/family activities (2.67), for scenic beauty (2.63) and for canoeing/kayaking/other boating (2.64) were rated the highest. Water quality for swimming was rated the lowest (2.28). In general, these findings indicate that respondents have a generally favorable view of the current state of water quality. When asked to rate various sources of pollutants, Nitrogen and Phosphorous were viewed as the most problematic sources of water quality impairments. This is consistent with water quality monitoring data that has historically found these to be the most common non-point source pollutants (Evergreen Lake Watershed Management Plan 2008; Lake Bloomington Watershed Management Plan 2008).

In response to the second and third goals, there is greater variation in knowledge and use of specific BMPs, and onsite waste systems more specifically. In general, respondents were somewhat familiar with each of the seven BMPs. Respondents were most familiar with using rain barrels, followed by regularly servicing septic systems and then keeping grass clippings and leaves out of roads, ditches, and gutters. However, only 10% of respondents indicated that they actually use rain barrels. The most commonly used BMPs were keeping grass clippings and leaves out of roads, ditches, and gutters, followed by properly disposing of pet waste and then regular servicing of septic systems. When looking at the data for those who indicated that their household had a septic system, the majority of respondents indicated that they have never experienced any problems with their septic system.

When examining data that addresses the fourth goal, the findings are less conclusive. Respondents did agree that there is a need to develop an additional water source for the City of Bloomington in the next ten years. However, when asked if that source should be a well or a new reservoir, respondents were almost equally split between favoring one option over the other, with a well having only a slight preference over a reservoir.

The data on respondents' values and opinions regarding water quality and conservation efforts demonstrates that respondents generally agree that they have a personal responsibility to protect water quality. However, when those actions involve spending their own money or making specific personal changes to protect water resources, the level of support tends to decrease. Not surprisingly, those most willing to spend more money to improve water quality include women, older respondents, those with higher incomes and education, and those who own their own property. The most significant barrier to changing lawn care and/or storm water practices for an individual's property was expense, followed by lack of information about a practice.

Although not a specific goal of the project, one of the intended uses of the data collected is to inform future updates of both the Lake Evergreen and Lake Bloomington Watershed Management Plans. The current plans date back to 2008 and as such, are becoming due for an update. The watershed plans acknowledged that "an informed and knowledgeable community is crucial to the success of the storm water management program." (44) However, the plans lacked any specific focus on the role of the growing residential population in water quality stewardship. As such, the plans do not address specific goals or plans for outreach activities that focus on the residential populations, instead focusing more strongly on outreach activities that are targeted to agricultural producers within the watershed. The higher percentages of respondents who did not know about various water impairments and specific sources of water pollution indicate that there is room to improve this knowledge as a vector to also improve water stewardship. For example, respondents with higher concern for algae in the water were more likely to use phosphate free fertilizer. The current watershed management plans also do not directly discuss future alternative water sources. Data demonstrated that respondents do share a belief that a new water source needs to be pursued for the City of Bloomington, however responses were more split on whether that should take the direction of a well or a new reservoir. Incorporating planning efforts and strategies to more fully pursue alternatives for an additional water supply in an updated watershed management plan would be very beneficial.

Finally, when considering how to utilize this baseline data to inform future outreach activities, there are some useful outcomes to consider. Overall, the survey results informing the first four objectives are encouraging and provide some clear guidance in terms of directing future outreach and education efforts. Based on the data, the most effective areas to target for outreach would be:

- Use of Phosphorous-Free Fertilizers
 - The data demonstrates that the use of phosphorus-free fertilizer is significantly related to *all* other BMPs, including regularly servicing septic systems and properly disposing of pet waste.
 - This suggests that phosphorus-free fertilizers may act as a "gateway BMP," a practice that is easy to adopt and that has the potential to lead to the practice of others.
 - Furthermore, knowledge is still somewhat low, indicating that an outreach campaign would benefit from sharing some basic knowledge about the value of this product and how it can have a positive impact on water quality. Actual use of this practice is higher than rain barrels, but it is still only at 21%, indicating significant room for improvement.
- Use of Rain Barrels
 - Knowledge of this practice is fairly high, but adoption is very low (10%). This indicates that outreach efforts need to focus more on actual adoption, and less on just sharing information about the practice.
- Dispelling myths about sources of pollutants
 - Overall, respondents seemed to reflect some inaccurate or outdated perceptions, especially as it relates to sources of water pollutants.

- Although agricultural production remains a source of water contaminants, the impacts continue to decrease. It appears that this is not recognized by a majority of urban respondents.
- Urban residents could benefit from a greater awareness of how urban environments and their own personal lawn care practices contribute to degraded water quality.
- Inaccurate perceptions about ‘problems’ with rain barrels (breeding ground for mosquitoes, hard to maintain, etc...) seem to have a negative influence on the percentage of respondents using this tool.
- Qualitative comments indicated a level of pessimism concerning how “one person can’t make an impact”.

When looking at the difference between rural and urban respondents, the data shows that there are some differences of opinion, which implies that outreach may need to be structured differently in urban vs. rural settings. For example, rural respondents expressed less concern for impairments and indicated fewer barriers to adoption. Rural respondents also tended to have lower incomes and levels of educational attainment. Based on these differences, outreach in the rural communities may be more effective if an emphasis was placed on **value-driven** messages, while urban outreach may be more effective using **science-driven** messages.

- Examples of value-messages might include:
 - An emphasis on family and natural beauty, since these were rated highly in terms of activities enjoyed by respondents
 - Focus on community health and personal agency
 - Aspects relating to community health and personal agency were rated very high in the attitudes/beliefs analysis.
 - Agency is an important vector of delivery for any message since the majority of respondents agreed that it is their responsibility to protect water quality.
 - Outreach messages would benefit from a focus on making a difference through small changes that do not pose a significant economic burden.
 - Finally, for rural respondents, boating was rated as much more important to them, compared to urban respondents. This presents an important contextual frame for outreach messages in rural areas.
- Examples of science-driven messages might include:
 - More clearly framing the linkages between specific household/lawn chemicals and degraded water quality. The chemicals relevant to regular household practices and how they can be reduced
 - Particularly P and N (P especially), as per Impairments graphs, with possible inclusion of heavy metals and other toxic materials
 - Help in assuaging the impact of population growth and development
 - This was observed in the comments
 - Environmental degradation
 - Ecosystem health

Overall, any future outreach and education activities would benefit from addressing some of the common barriers to making changes to personal lawn care practices that emerged in the data.

- Cost
 - Respondents were commonly concerned with how changing specific behaviors or practices would cost them more money.

- Ease and convenience
 - Another common barrier to changing lawn care practices was the perception that learning new skills/techniques might be difficult nor not convenient.

Community based social marketing techniques are a valuable tool that can be utilized to address many of the issues previously identified. These techniques may help to facilitate both awareness and, more importantly, behavior change, to further protect water quality and watershed health in the Lake Bloomington and Lake Evergreen watersheds. Research has shown that education alone often has little or no effect on changing people's behaviors, in particular as it relates to sustainability issues such as water quality or watershed health (Geller 1981; Geller, Erickson, and Buttram 1983; Jordan, Hungerford, and Tomera 1986). Community-based social marketing addresses this shortcoming by first identifying barriers to a sustainable behavior and then designing a strategy that utilizes behavior change tools (McKenzie-Mohr 2010).

This study has provided critical baseline information on barriers to specific actions such as making changes to lawn care and/or storm water practices and adoption of various BMPs such as using phosphate free fertilizer or using rain barrels. With this information, it is now possible to develop and employ specific tools that are effective in changing behavior. Examples of the most proven tools include gaining a commitment from an individual to try a new activity or developing community norms that encourage people to behave in a way that is more supportive of sustainability objectives (McKenzie-Mohr). To be most effective, it is important that these tools be carried out at the local and community level and work to incorporate direct personal contact. Partnering with local organizations that have a history working with issues of water quality and quantity will be vital to the future success of any outreach campaign and will also ensure that direct, personal contact. The two most obvious organizations would be the McLean County Soil and Water Conservation District (MCSWCD) and the Ecology Action Center (EAC). Both organizations have a strong history of outreach and education related to water resources, however MCSWCD has historically focused more directly on agricultural producers. The EAC, in contrast, focuses directly on residential populations, with a mission "to inspire and assist residents of McLean County in creating, strengthening and preserving a healthy environment. The EAC acts as a central resource for environmental education, information, outreach, and technical assistance in McLean County". Collaborating with these two organizations in the development of future outreach and education activities will help to ensure that messages can be tailored to the diversity of residents throughout the watershed. For example, the findings indicate that some objectives could be carried out watershed-wide while others may be more effective if targeted to rural or urban residents, such as focusing on septic system maintenance in the rural areas where these are most prevalent.

References:

- Bannerman RT, Owens DW, Dodds RB, Hornewer NJ (1993) Sources of Pollutants in Wisconsin Stormwater. *Water Science and Technology* 28 (3/5):241-259
- Dillman, D. A. 2006. *Mail and Internet Surveys: The Tailored Design Method*. Wiley Publishing.
- Environmental Protection Agency US (2009) An urgent call to action: Report of the State-EPA Nutrients Innovations Task Group.
- Geller, E.S. 1981. "Evaluating energy conservation programs: Is verbal report enough?" *Journal of Consumer Research*. 8:331-335.
- Geller, E.S., Erickson, J.B., and Buttram, B.A. 1983. "Attempts to promote residential water conservation with educational, behavioral and engineering strategies." *Population and Environment*, 6:96-112.
- Jordan, J.R., Hungerford, H.R., and Tomera, A.N. 1986. "Effects of two residential environmental workshops on high school students." *Journal of Environmental Education*, 18:15-22.
- Law N, Band L, Grove J (2004) Nitrogen input from residential lawn care practices in suburban watersheds in Baltimore County, MD. *Journal of Environmental Planning and Management* 47 (5):737-755
- McKenzie-Mohr, D. 2010. *Fostering Sustainable Behavior: Community-Based Social Marketing*. Retrieved November 12, 2010 (<http://www.cbsm.com/pages/guide/preface>)
- Morton TG, Gold AJ, Sullivan WM (1988) Influence of overwatering and fertilization on nitrogen losses from home lawns. *Journal of Environmental Quality* 17:124-130
- Steele, J., L. Bourke, A. E. Luloff, P. Lioa, G.L. Theodori, and R.S. Krannich. 2001. "The drop-off/pick-up methodology for household survey research" *Journal of the Community Development Society*, 32, 2:238-250.

5. Project Description

The initial social assessment (FA# 3191413) was conducted in 2015 via a self-administered survey to 939 residential households within the watershed. The goals of this project were, among others, to provide critical data to direct future outreach and education efforts and to update the 2008 watershed management plans for both Evergreen Lake and Lake Bloomington. The response rate for this social assessment was 58%, indicating a high level of reliability in the data. The Watershed Management Plans for both Evergreen Lake and Lake Bloomington (2008) identify phosphorous as the primary problem for the waterways, with erosion/sedimentation as a secondary point of concern. One vector to address excess phosphorous is through increased adoption of residential lawn care Best Management Practices (BMPs). Data from the 2015 social assessment indicates that adoption of one BMP is a predictor of adoption for subsequent BMPs and more specifically, adoption of phosphorous free fertilizer appears to be a strong predictor for adoption of subsequent BMPs. In addition, respondents who were familiar with the Ecology Action Center (EAC) also had higher rates of current BMP adoption. However, data indicated an overall low level of knowledge about EAC programs in general.

In response to these findings, this project will serve two primary goals:

- 1) facilitate a targeted outreach and education campaign, focusing on 3 key BMPs (rain barrels, phosphorous free fertilizer, and rain gardens) and linking them directly with existing and new programs with the Ecology Action Center (EAC).
- 2) Further build the capacity of both the EAC and the McLean County Soil and Water Conservation District (MCSWCD) to enhance outreach and education efforts targeted to residential homeowners, with the goal of increasing adoption of the three specific BMPs related to lawn care practices.

Since 1989 development within the Town of Normal has changed almost 1000 acres from agricultural to urban residential land use in the upper reaches of Six Mile Creek within the watersheds (Evergreen Lake Watershed Management Plan 2008). This pattern of land conversion from agricultural to residential is occurring throughout both watersheds. As a result, the proposed outreach and education efforts will continue the initial focus on residential households as the target population, as impacts on NPS continue to grow with this land use conversion. The outreach and education efforts will utilize a variety of community-based social marketing tools to increase the visibility and interactions with residential populations through the promotion of BMP adoption. One project will include the development of a demonstration rain garden on Evergreen Lake to increase visibility, linkages to the drinking water supply, and promotion of this tool in a residential context. Professional interpretive signs will be installed to ensure greater dissemination of information. Second, we will utilize an interactive story map (ESRI software) on the Mcleanwater.org website to allow the public to see where certain BMPs are being utilized (ie: prevalence of rain barrel installations) as well as to see where more work can be done. Third, we will six in-person workshops to promote the use of BMPs in their lawn

care routines, focusing on residential homeowners. Finally, we will utilize a face-to-face marketing campaign to distribute door-hang tags and magnets to promote the use of BMPs, the MCleanwater.org website, and attendance at the workshops.

This project will foster further implementation of the goals of both the Evergreen Lake Watershed Management Plan (2008) and the Lake Bloomington Watershed Management Plan (2008) through a focus on increasing adoption of residential BMPs that are linked to reductions in phosphorous and soil erosion, which were both identified as leading sources of problems within the watershed. Specifically, the Lake Bloomington Watershed Management Plan identified a reduction in lawn chemical use as one key goal of their plan. Related to that, they outlined specific activities to achieve this goal:

- Rely exclusively on fertilizers with no phosphorous and shift from the use of synthetic, fast-release N fertilizers to slow-release synthetics or organic fertilizers.
- Reduce the amount of lawn through conversion of sections of grass to rain gardens and/or beds of wildflower and native grasses.
- Rain barrels to help to reduce downspout flows into the lake (Lake Bloomington Watershed Management Plan, 2008, pg. 69-70)

The outreach and education activities outlined in this proposal are directly related to the objectives in the current watershed management plans and will help to further the achievement of these objectives.

14. Outreach, information, and/or education activities

Prior to beginning the outreach and education efforts outlined below, we will conduct 10-15 key informant interviews with residents who are currently utilizing the BMPS we are targeting in our outreach. This data will provide a vital compliment to the recently gathered quantitative data and will provide important guidance in the development of the specific messaging and other tools to be utilized in the three programs that are the focus of this project. The interviews will probe respondents to gain a more in-depth understanding as to the factors that lead to adoption, which BMPs did they adopt first and why, etc.... The Ecology Action Center has an extensive database of residents who are currently using specific BMPs (ie: rain barrels) which will be used as a sampling frame for the key informant interviews.

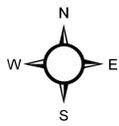
Three primary outreach/education activities will be implemented in this project. The first activity will be a community-based social marketing campaign to address adoption of two primary BMPs, as part of the existing Yard Smart program (Ecology Action Center). This campaign will focus on the adoption of phosphorous free fertilizers (PFF) and rain barrels. There are two target audiences: 1) Residential homeowners in Hudson, Towanda, North Normal, Bloomington, and Lake Bloomington; 2) Local merchants that carry PFF products. The campaign for residential homeowners will utilize door-hang tags and magnets which will be hand-delivered to a randomly selected sample of 1,000 households. The local merchants

campaign will provide local merchants with a window cling to help promote PFF products and rain barrels in their stores, along with shelf-tags to further direct the consumer to those products in the store. These merchants will also be listed on the website and in the door-hang materials to further promote local outlets for the purchase of PFF products and rain barrels. In addition, an interactive map using ESRI Story Map software will be developed for the MCleanwater.org website. This map will visually show the location of existing rain barrel installations throughout the community, along with photos from the homeowner (with their voluntary cooperation) to help residents to visualize how they could also install such a tool on their own property. The interactive map will allow anyone to see the prevalence of rain barrels and where/how they are being used throughout the community.

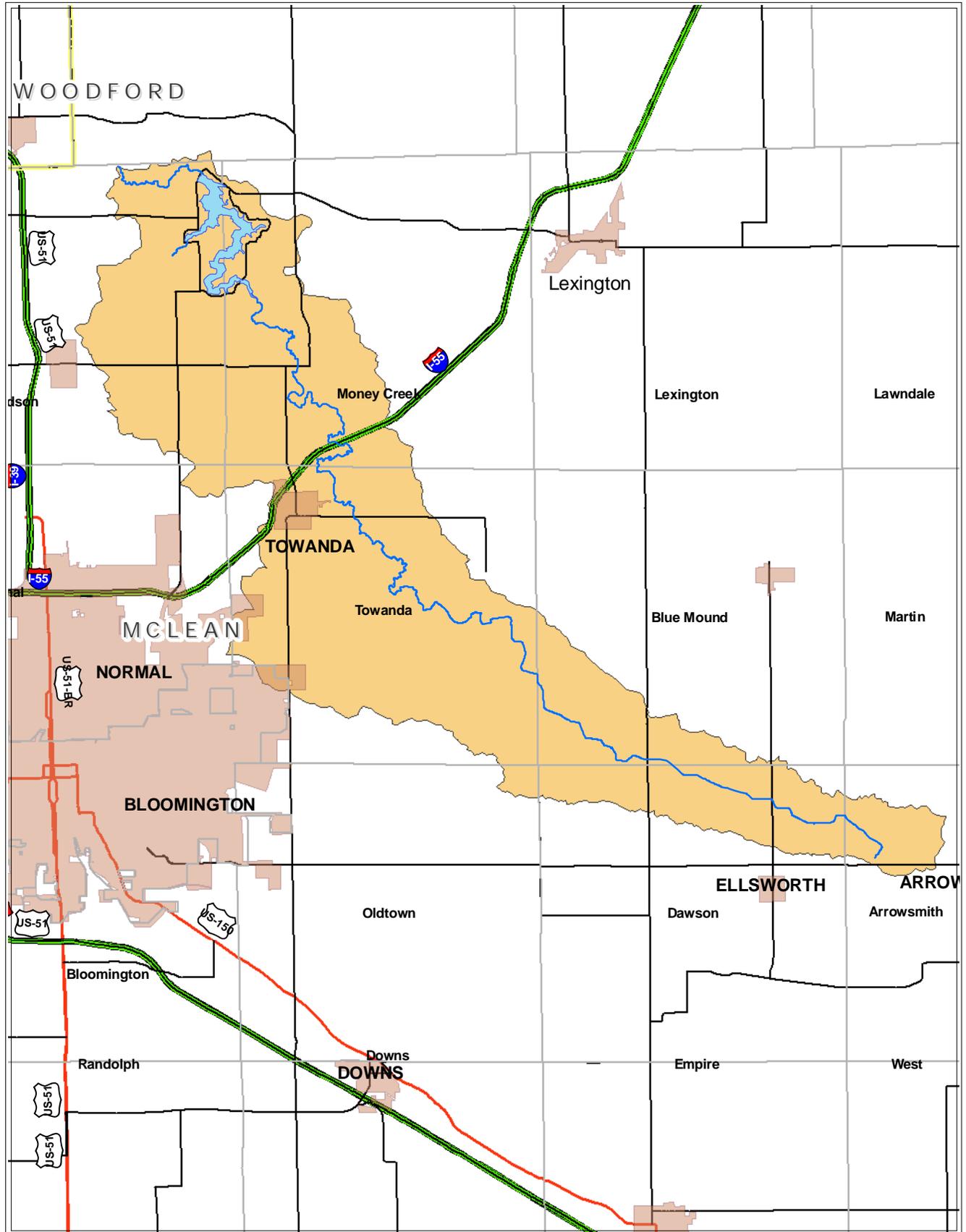
The second tool will utilize in-person workshops in communities and neighborhoods throughout the watershed. The target audience is residential homeowners. A total of 6 workshops will be held in Hudson, Towanda, Lake Bloomington, Bloomington and Normal. For the urban areas of Bloomington and Normal, existing neighborhood or homeowner associations will be used to help promote and host the workshops in collaboration with their other association activities and events. Workshops will focus on promoting the use of PFF, rain barrels, and other residential lawn care BMPs (keeping leaves/grass clippings out of gutters, picking up pet waste, etc...). These workshops will also be combined with the existing 'rain barrel making' workshops so that participants may also make their own rain barrel to take home. Data from the initial social assessment indicated some differences in barriers to BMP adoption between rural and urban residents. Therefore, specific content of each workshop will be tailored to the audience. Each workshop will also utilize a pre and post test administered to each participant to assess the effectiveness of the workshops relative to BMP adoption. The evaluation instrument will utilize indicators to assess their level of knowledge, their likelihood of adoption for specific BMPs, their current level of adoption, and what they perceive to be barriers to adoption. We will also employ several indicators to provide a formative assessment of workshop materials themselves.

The third tool will utilize the installation of a demonstration rain garden in partnership McLean County and the City of Bloomington. The demonstration rain garden will be installed at Comlara Park adjacent to Evergreen Lake. This will complement the existing demonstration rain garden that is currently in place at Lake Bloomington. The demonstration rain garden would also include professional interpretive signage to help guide and educate the public about this tool and to further enhance the linkages between lawn care practices and the source drinking water supply at Evergreen Lake.

Finally, a summative evaluation will be conducted to assess the overall level of participation and impact of the previous outreach and education activities. This evaluation will include tracking the number of participants in the workshops, observations or intercept interviews of those who visit the rain garden, and tracking of all media and news releases along with any subsequent press related to the overall project.

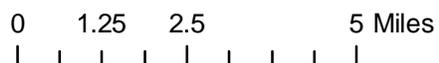


Priority Watershed- Lake Bloomington

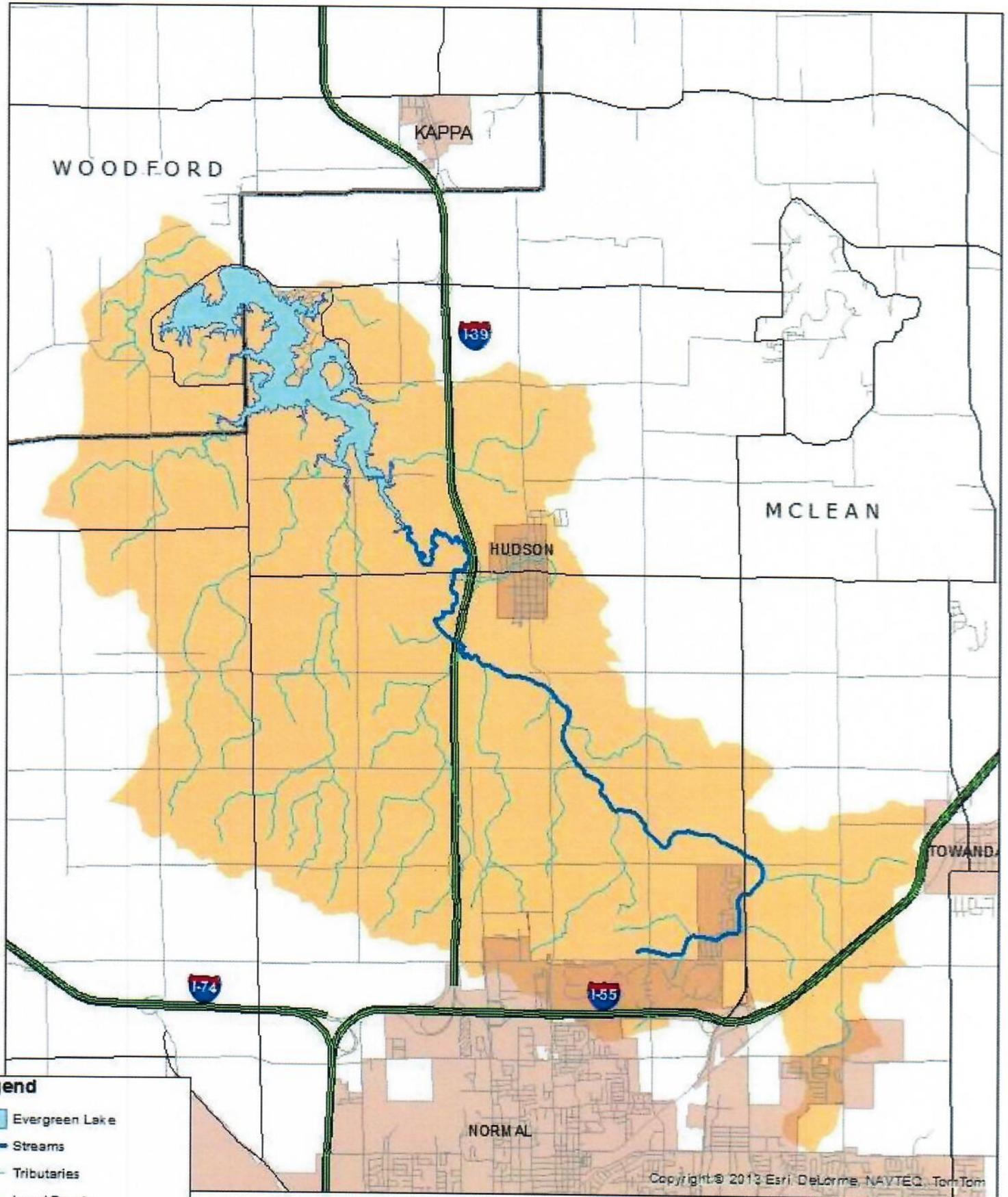


Legend

- Lake Bloomington
- Municipal Boundaries
- County Boundaries



Priority Watershed-Evergreen Lake



legend

- Evergreen Lake
- Streams
- Tributaries
- Local Roads
- County Roads
- Interstates
- Municipal Boundaries
- County Boundaries

0 2.5 5 Miles

Copyright © 2013 Esri, DeLorme, NAVTEQ, TomTom

On March 16, 2017 Ivan Dozier, State Conservationist, signed an agreement with the McLean County Soil and Water Conservation District (SWCD) to provide \$10,000 of matching funds to enhance their watershed planning efforts in the Lake Bloomington Watershed. The funds are part of the United States Department of Agriculture – Natural Resources Conservation Service’s (NRCS) National Water Quality Initiative Pilot program (NWQI – Pilot).

The goal of the NWQI – Pilot is to provide resources to local offices with existing watershed plans, data and information, and fill gaps needed to complete watershed assessments. Once assessments are created, local offices can develop outreach plans prior to receiving financial assistance through the National Water Quality Initiative (NWQI).

NRCS will work with the McLean County SWCD to meet with landowners in the Lake Bloomington watershed and assist them in developing a customized watershed assessment and outreach plan for the watershed. The plan will be used to help identify critical priority areas located throughout the watershed, in an effort to reduce sedimentation and improve water quality in Lake Bloomington. The lake serves as a public water supply for approximately 62,000 residents.

For more information, contact the local NRCS/SWCD field office in Normal at 402 North Kays Drive, Normal, IL 61761 or by phone at 309-452-3848 x 3.



CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: July 23, 2018

SPONSORING DEPARTMENT: Human Resources

SUBJECT: Consideration of an Ordinance amending Chapter 22.2, the City’s Human Relations Ordinance, based on updates to various laws, as requested by the Human Resources Department.

RECOMMENDATION/MOTION: The Ordinance amending Chapter 22.2 - Human Relations be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: The recommended updates to the Human Relations Ordinance are based on changes to Title VII of the Civil Rights Act of 1964, Title II of the Genetic Information Non-discrimination Act (GINA), the Civil Rights Act of 1991 and the Uniformed Services Employment and Reemployment Rights Act (USERRA) which provide equal protection under the law against discrimination based on gender identity, genetic information and military status. These added protections against discrimination are not provided under the current Ordinance.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Females, minorities, individuals with disabilities, and disabled veterans.

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Michael Hurt, Talent Acquisition and Development Manager

Reviewed By: Nicole R. Albertson, Director of Human Resources

Finance & Budgetary Review By: Chris Tomerlin, Budget Analyst
Scott Rathbun, Interim Finance Director

Legal Review By:

Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read "Steve Rasmussen". The signature is written in a cursive style with a long horizontal stroke at the end.

Steve Rasmussen
Interim City Manager

Attachments:

- An Ordinance Amending Bloomington City Code Chapter 22.2 Human Relations

ORDINANCE NO. 2018 - ____

**AN ORDINANCE AMENDING BLOOMINGTON
CITY CODE CHAPTER 22.2 HUMAN RELATIONS**

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois:

SECTION 1. That Bloomington City Code Chapter 22.2 is hereby amended to read as follows (added; ~~deleted~~):

Chapter 29: Section 1: Declaration of Policy.

It is the intent of the City of Bloomington in adopting this Article, to secure an end in the City to discrimination, including, but not limited to, discrimination by reason of race, color, sex, gender, genetic information, pregnancy religion, age, national origin, marital status, familial status, military status, or physical or mental disability unrelated to ability. The protections of this Ordinance are administered by the Bloomington Human Relations Commission.

Section 3: Definitions.

As used herein, unless a different meaning appears clearly from the content, the following words or phrases shall have the meanings provided in this Section:

"Age" as used in this Chapter shall be limited to individuals who are at least forty (40) years of age.

"Aggrieved person" includes any person who: (1) claims to have been injured by a discriminatory practice; or (2) believes that such person will be injured by a discriminatory practice that is about to occur.

"Answer" means a formal certified written response to the allegations in a complaint which shall be filed by the Respondent in the manner and form herein specified in accordance with the established timetables herein specified.

"Commission" means the City of Bloomington Human Relations Commission.

"Complainant" means the Commission, Staff, or an aggrieved person who files a complaint with the Commission alleging a violation of this Chapter.

"Complaint" means a written and signed statement alleging one or more discriminatory acts or practices.

"Conciliation Agreement" means a written agreement setting forth the resolution of the issues in conciliation.

"Conciliation Conference" means a meeting of the parties arranged by the Commission in an attempt to resolve a complaint by a signed agreement of the parties.

"Conciliator" means one or more members of the Commission or any other person authorized by the Commission to conduct a conciliation conference.

"Contractor" means any person who contracts with or proposes to contract with the City to provide goods and/or services in an amount greater than \$5,000.00 for the current fiscal year or who has contracted with the City for a total of \$5,000.00 during the last preceding fiscal year.

"Disability" means: (1) a physical or mental impairment that substantially limits one or more of the major life activities of an individual; (2) record of such an impairment; or (3) being regarded as having such an impairment. Excluded from this definition is an impairment relating to the illegal use, possession or distribution of "controlled substances" as defined in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812).

"Discriminate" means to make a difference in treatment, or favor any person because of race, color, sex, religion, age, national origin, marital status, familial status, sexual orientation, or physical or mental disability unrelated to ability. (Ordinance No. 2002-91)

"Employee" means (1) any individual whether paid or unpaid who performs services under the direction and control of and for any employer; or (2) an applicant for employment.

"Employer" includes any person within the City of Bloomington, including, but not limited to, owners, managers, supervisors and others who serve a supervisory function, who hires or employs any employee whose services are to be partially or wholly performed in the City of Bloomington, but excluding any religious or fraternal corporation, association, society or organization with respect to the hiring or employment of individuals from their membership.

"Employment agency" means any person regularly undertaking, with or without compensation, to procure employees for an employer or to procure for employees opportunities to work for an employer or to recruit, refer or place employees.

"Familial status" means one or more individuals, who have not attained the age of 18 years, being domiciled with a parent or person having legal custody of such individual or individuals; or (1) the designee of such parent or other person having such custody, with the written permission of such parent or other person; or (2) any person who is pregnant or is in the process of securing legal custody of one or more individuals who have not attained the age of 18 years.

"Genetic Information" shall mean information about an individual's genetic tests, the genetic tests of family members of such individual, and the manifestation of a disease or disorder in family members of such individual. Genetic information shall not include information about the sex or age of any individual.

"Hearing officer" shall mean one or more members of the Commission or any attorney duly licensed by the State of Illinois who may be designated by the Commission to conduct a Public Hearing.

"Housing accommodations" include all buildings, structures, or any portions thereof, within the City of Bloomington which are used or occupied, or are maintained, arranged or designed to be used or occupied as a home, residence or sleeping place for one (1) or more persons.

"Marital status" means the status of being single, married, divorced, separated or widowed.

"Military status" means a person's status on active duty in or status as a veteran of the armed forces of the United States, status as a current member or veteran of any reserve component of the armed forces of the United States, including the United States Army Reserve, United States Marine Corps Reserve, United States Navy Reserve, United States Air Force Reserve, and United States Coast Guard Reserve, or status as a current member or veteran of the Illinois Army National Guard or Illinois Air National Guard.

"National origin" means the place in which an individual or one of his or her ancestors was born.

"Owner" means any person who holds legal or equitable title to, or owns any beneficial interest in, any real property or who holds legal or equitable title to share of or holds any beneficial interest in, any real estate cooperative which owns any real property, or any person who is acting as the agent, manager or employee of the owner.

"Party" or "parties" means either the Complainant or the Respondent. These terms shall also refer to the Commission when used in the context of a written agreement which is to be or has been signed by the Commission or its authorized representative as the resolution of the allegations contained in a complaint.

"Person" includes one (1) or more individuals, partnerships, associations, organizations, corporations, legal representatives, joint stock companies, mutual companies, trustees, trustees in bankruptcy, receivers, employment agencies, labor unions or union labor organizations and any other incorporated or unincorporated organized group. The term includes, but is not limited to, any real estate owner, lessor, assignor, builder, manager, broker, salesman or agent, any lending institution, the City of Bloomington, any other unit of local government and any department, unit, officer or employee of any of the above.

"Pregnancy" means the condition of being pregnant, childbirth, and/or medical or common conditions related to pregnancy or childbirth.

"Probable cause" means on the basis of all available information there exists a state of facts which leads an objective person to reasonably believe that a violation of this Chapter may have occurred. These facts need not be proved "beyond a reasonable doubt", as in criminal cases, or by "clear and convincing evidence", or by a "preponderance of the evidence" as in civil matters. The Commission is not a court. It functions on an administrative, investigative level. It seeks only reasons to believe that facts exist which establish a violation of local civil rights laws.

"Public accommodation" means all places, businesses or individuals offering goods, services or accommodations to the general public. This paragraph shall not apply to any public school system.

"Public hearing" shall mean an administrative hearing of the allegations in a complaint by the Commission or by an impartial Hearing Officer pursuant to the procedures set forth in this Chapter.

"Religion" includes all aspects of religious observance and practice, as well as belief, except that with respect to employers. "Religion" with respect to employers includes all aspects of religious observance and practice, as well as belief, unless an employer demonstrates that he is unable to reasonably accommodate an employee's or prospective employee's religious observance or practice without undue hardship on the conduct of the employer's business.

"Respondent" means any person accused in a complaint of having committed a discriminatory practice or act.

"Response" means an informal written statement by a Respondent or a Respondent's legal representative stating that person's initial position with respect to the allegations contained in a complaint.

"Sexual harassment" (in Employment) means any unwelcome sexual advance, request for sexual favors, or conduct of a sexual nature when: (1) submission to such conduct is an explicit or implicit term or condition of an individual's employment; or (2) submission to or rejection of such conduct by an individual is used as the basis for any employment decision affecting the individual; or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

"Sexual harassment" (in Housing) means any unwelcome sexual advance, request for sexual favors or conduct of a sexual nature when: (1) submission to such conduct is an explicit or implicit term or condition of an individual's real estate transaction; or (2) submission to or rejection of such conduct by an individual is used as the basis for any decision affecting the individual's real estate transaction; or (3) creating an intimidating, hostile, or offensive environment with respect thereto.

"Sexual harassment" (in Public Accommodation) means any unwelcome sexual advance, request for sexual favors, or conduct of a sexual nature when: (1) submission to such conduct is an explicit or implicit term or condition of an individual's access to, participation in, or full use of a public accommodation; or (2) submission to or rejection of such conduct by an individual is used as the basis for any decision affecting the individual's access to, participation in, or full use of a public accommodation; or (3) such conduct has the purpose or effect of substantially interfering with an individual's access to, participation in, or full use of any public accommodation or creating an intimidating, hostile, or offensive environment with respect thereto.

"Sexual harassment" (in Financing) means any unwelcome sexual advance, request for sexual favors, or conduct of a sexual nature when: (1) submission to such conduct is an explicit or implicit term or condition of any portion of the loan process; or (2) submission to or rejection of such conduct by an individual is used as the basis for any loan decision affecting the individual; or (3) such conduct has the purpose or effect of substantially interfering with an individual's access to

any part of the loan process, or creating an intimidating, hostile, or offensive environment with respect thereto.

"Sexual Orientation" - The term "sexual orientation" means homosexuality, bisexuality heterosexuality, or gender-related identity whether the orientation is real or perceived, and whether or not traditionally associated with the person's designated sex at birth. (Ordinance No. 2002-91)

"Staff" includes the Community Relations Coordinator, the Human Relations Associate, as well as individuals hired in or assigned to the Human Relations Office. (Ordinance No. 1996-8)

Section 4: Employment.

"Discrimination" as applied under this Section shall mean any differences in treatment based on race, color, sex, genetic information, pregnancy religion, age, national origin, marital status, familial status, sexual orientation, military status, or physical or mental disability unrelated to ability . . .

Section 5: Housing

"Discrimination" as applied under this Section shall mean any differences in treatment based on race, color, sex, genetic information, pregnancy religion, age, national origin, marital status, familial status, sexual orientation, military status, or physical or mental disability unrelated to ability . . .

Section 6: Public Accommodations.

"Discrimination" as applied under this Section shall mean any differences in treatment based on race, color, sex, genetic information, pregnancy religion, age, national origin, marital status, familial status, sexual orientation, military status, or physical or mental disability unrelated to ability . . .

Section 7: Financing.

"Discrimination" as applied under this Section shall mean any differences in treatment based on race, color, sex, genetic information, pregnancy religion, age, national origin, marital status, familial status, sexual orientation, military status, or physical or mental disability unrelated to ability . . .

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

SECTION 3. The City Clerk shall be, and she is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 4. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 5. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 23rd day of July 2018.

APPROVED this _____ day of July 2018.

CITY OF BLOOMINGTON:

ATTEST:

Tari Renner, Mayor

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



CONSENT AGENDA ITEM NO. 7G

FOR COUNCIL: July 23, 2018

SPONSORING DEPARTMENT: City Clerk's Office

SUBJECT: Consideration of an Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol (Beer and Wine) on the 300 Block of North Main Street on Saturday, July 28, 2018 from 2:00 p.m. to 10:00 p.m. for The Bistro 25th Anniversary and Pride Fest, as requested by the City Clerk's Office.

RECOMMENDATION/MOTION: The Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol on the 300 Block of North Main Street on Saturday, July 28, 2018 from 2:00 p.m. to 10:00 p.m. for The Bistro 25th Anniversary and Pride Fest be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: Liquor Commissioner Tari Renner convened a hearing on July 10, 2018, regarding the request of The Bistro to suspend portions of the Bloomington Liquor Code on the 300 Block of North Main Street on Saturday, July 28, 2018 from 2:00 p.m. to 10:00 p.m. for The Bistro 25th Anniversary and Pride Fest.: Staff Present: Cherry Lawson, City Clerk, George Boyle, Assistant Corporation Counsel, Greg Scott, Assistant Police Chief, and Bob Mahrt Community Development Director.

Jan Lancaster addressed the Commissioner, stating they had been trying to get a Pride Festival going for some time. Her 25 years was marked in early July, so they decided to do a combination of an Anniversary and a Pride Festival. The request is to close off the 300 block of North Main Street, leaving Monroe Street and Jefferson Street open upon the closing of the Farmer's Market. They should have it closed at 10 pm. It is her hope that this event becomes the seed for an Annual Bloomington-Normal Pride Festival celebration and Beer and Wine Festival.

Mr. Boyle stated Ms. Lancaster participated in a review planning with the Special Events Committee. He asked whether she had decided to serve from the bar. Ms. Lancaster stated they had decided to serve from the bar rather than obtain a Secondary License. Although they did not have to have fencing installed, she will move forward with having it installed for security reasons. Patrons will be served in plastic or paper cups and will be issued wristbands.

Commissioner Renner stated he will positively recommend this item be considered by the Council on July 23, 2018.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Cherry L. Lawson, City Clerk

Legal Review By: George D. Boyle, Assistant Corporation Counsel

Recommended By:



Steve Rasmussen
Interim City Manager

Attachments:

- Ordinance
- Special Event Final Permit
- Special Event Map
- Special Event Layout

ORDINANCE NO. 2018 - ____

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 26(D) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE TO ALLOW POSSESSION OF OPEN ALCOHOL IN PUBLIC ON THE 300 BLOCK OF NORTH MAIN STREET FOR THE BISTRO 25TH ANNIVERSARY AND PRIDE FEST

WHEREAS, The Bistro will hold their 25th Anniversary and Pride Fest on Saturday, July 28, 2018 from 2:00 p.m. to 10:00 p.m.; and

WHEREAS, The Bistro requested permission to allow sales and consumption of beer and wine during the event; and

WHEREAS, to allow possession of an open container of alcohol on a public street, Section 26(d) of Chapter 6 of the Bloomington City Code, which prohibits the possession of open containers of alcohol on public streets, must be suspended.

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

Section 1: That Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, is suspended on Saturday, July 28, 2018 on the 300 Block of North Main Street from 2:00 p.m. to 10:00 p.m. The following conditions apply to this suspension:

- (a) the suspension shall be effective only as to persons inside the designated area wearing event-related wristbands;
- (b) the suspension shall be effective only as to persons having in their possession alcohol purchased from the licensed event vendor contained in plastic or paper cups.

Section 2: Except for the dates, times, and location and conditions set forth in Section 1 of this Ordinance, Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, shall remain in full force and effect. Nothing in this Ordinance shall be interpreted as repealing said Section 26(d).

Section 3: This Ordinance is adopted pursuant to the home rule authority granted the City of Bloomington by Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 23rd of July 2018.

APPROVED this ____ day of July 2018.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry Lawson, City Clerk

SPECIAL EVENT PERMIT
BISTRO 25TH ANNIVERSARY AND PRIDE FEST
DATE: SATURDAY, JULY 28, 2018
TIME: 2:00 P.M. UNTIL 10:30 P.M.

Date Prepared: June 13, 2018; **Revised: July 10, 2018**

DISTRIBUTION LIST	
Steve Rasmussen, Assistant City Manager	Assistant Chief Ken Bays, Police Department
City Clerk's Office Staff	Phil Allyn, Public Works
Bob Coombs, Community Development	Scott Fortney, Public Works
Catherine Dunlap, Community Development	Bill Givens, Traffic Engineer, Public Works
Bob Mahrt, Community Development	Jim Karch, Public Works
Martin Glaze, Connect Transit	Kevin Kothe, Public Works
Russ Waller, Facilities	George Kutz, Public Works
Deputy Chief Eric West, Fire Department	Troy Olson, Public Works
Linda Foutch, McLean County Health Department	Jeff Raines, Public Works
Bob Moews, Parks & Recreation Department	Colleen Winterland, Public Works
Assistant Chief Greg Scott, Police Department	Brett Lueschen, Water Department

Meeting date: June 22, 2018

SPONSORING ORGANIZATION(S): The Bistro

CONTACT PERSON: Jan Lancaster

PHONE NO.:

EMAIL:

APPLICATION RECEIVED: Yes

CERTIFICATE OF INSURANCE RECEIVED: Yes

HOLD HARMLESS: Yes

NATURE OF EVENT: A celebration of the Bistro's Quarter Century and hopefully a launch of an annual Bloomington PrideFest in the 300 Block of North Main. There will be live music, food truck vendors, spray chalk pride colored crosswalks in the event area after the street is closed.

EVENT LOCATION/PARADE ROUTE: 300 Block of North Main

TRAFFIC CONTROL ARRANGEMENTS: Main Street will be closed between Jefferson and Monroe St. from 12:30 p.m. to 10 p.m. and no parking in the first parking spot on the northeast corner of Jefferson and Main for porta-potties. No parking in first parking spot on the southwest corner on Monroe and Main for a generator.

POLICE: Ask to tow vehicles from the areas marked no parking. Possible congestion and crowd control. Provide trailer camera(s) for the event, if available.

SPECIAL EVENT PERMIT

BISTRO 25TH ANNIVERSARY AND PRIDE FEST

PUBLIC WORKS WILL PROVIDE THE FOLLOWING: Install “No Parking” signs on Main Street for Saturday, July 28 12:30 p.m. to 10:30 p.m. no later than 2 p.m. on Thursday, July 26

Close Main St. between Jefferson and Monroe on Saturday, July 28 at 12:30 p.m.

Reopen streets at the end of the event.

ORGANIZER RESPONSIBILITIES:

1. Notify residents, property owners, and businesses about event at least one (1) week prior to event within a three block or 1,000 feet in every direction of the event site. Include in the notification that the Liquor Commission will review your request for a suspension of ordinance on July 10th.
2. The organizer is in charge of all garbage and recycle collection and disposal. Ensure that the streets are returned to the same condition they were in prior to the event.
3. Provide security/volunteers so that adequate controls are in place for alcohol consumption in the event area.
4. Provide and install fencing around the event area.
5. Provide two porta potties on the northeast corner of Jefferson and Main streets
6. No alcohol shall be allowed to leave the event area. Last call will be given at 10 pm. Ensure that anyone who purchases alcohol to be consumed inside the event area wears a wrist band.
7. Contact Public Works at 309-275-1820 prior to moving barricades. Keep in mind Staff at this number will not be able to respond instantly. It is the responsibility of the organizer to ensure that nobody removes, changes, or anyway interferes with the setup of barricades, signs, or any other traffic control device set up by City staff. Contact the Police, non-emergency 309-820-8888, to report anyone tampering of such.
8. If you have any tents larger than 10' x 10', please get the required permits from Community Development.
9. Insure all food vendors are registered with the McLean County Health Department.
10. Make sure that all spray chalk in crosswalks is removed prior to the streets reopening to traffic at the end of the event.
11. Contacts for Saturday, July 28: Police non-emergency, 309-820-8888 and Public Works Jeff Raines, 309-261-0063

CANCELLATION POLICY: If you need to cancel your event, please call the Bloomington Police non-emergency number at 309-820-8888 at least 2 hours prior to your event. They will notify the appropriate department staff. The more advance notice you can provide helps the staff considerably.

Illinois Vehicle Code.

5/11–311. Interference with official traffic-control devices or railroad signs or signals

§ 11–311. Interference with official traffic-control devices or railroad signs or signals. No person shall without lawful authority attempt to or in fact alter, deface, injure, knock down, or remove

SPECIAL EVENT PERMIT
BISTRO 25TH ANNIVERSARY AND PRIDE FEST

any official traffic-control device, or any railroad sign or signal or any inscription, shield, or insignia thereon, or any other part thereof.

Every person who is convicted of a violation of this Section shall be guilty of a Class A misdemeanor, punishable by a fine of at least \$250 in addition to any other penalties which may be imposed.

P.A. 76-1586, § 11-311, eff. July 1, 1970. Amended by P.A. 80-911, § 1, eff. Oct. 1, 1977; P.A. 83-672, § 1, eff. Jan. 1, 1984. Formerly Ill.Rev.Stat.1991, Ch. 95 1/2, ¶ 11-311.

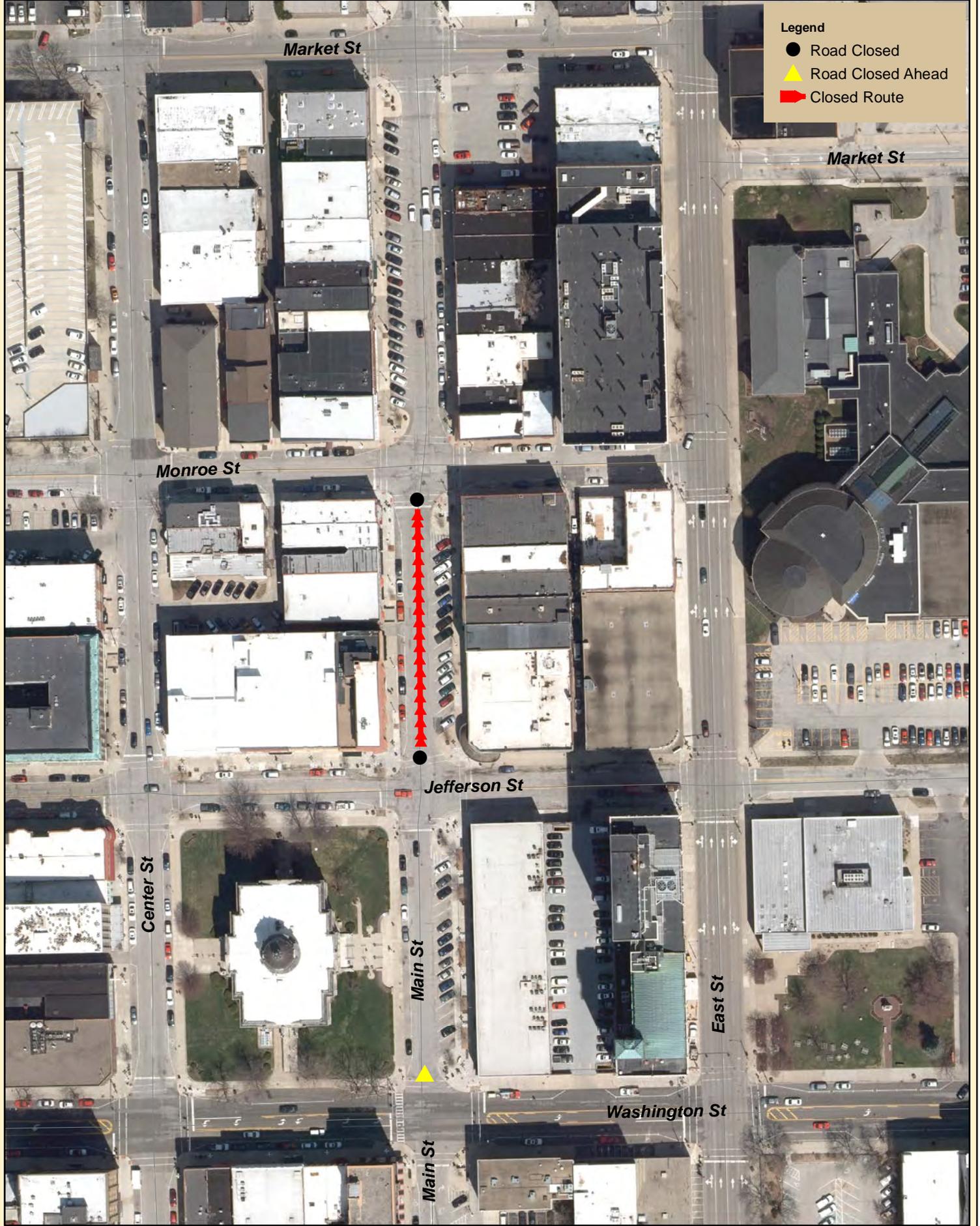
FOR OFFICE USE ONLY

Notes: _____



Legend

- Road Closed
- ▲ Road Closed Ahead
- ▶ Closed Route



Colt's
bistro

Jefferson
Food truck

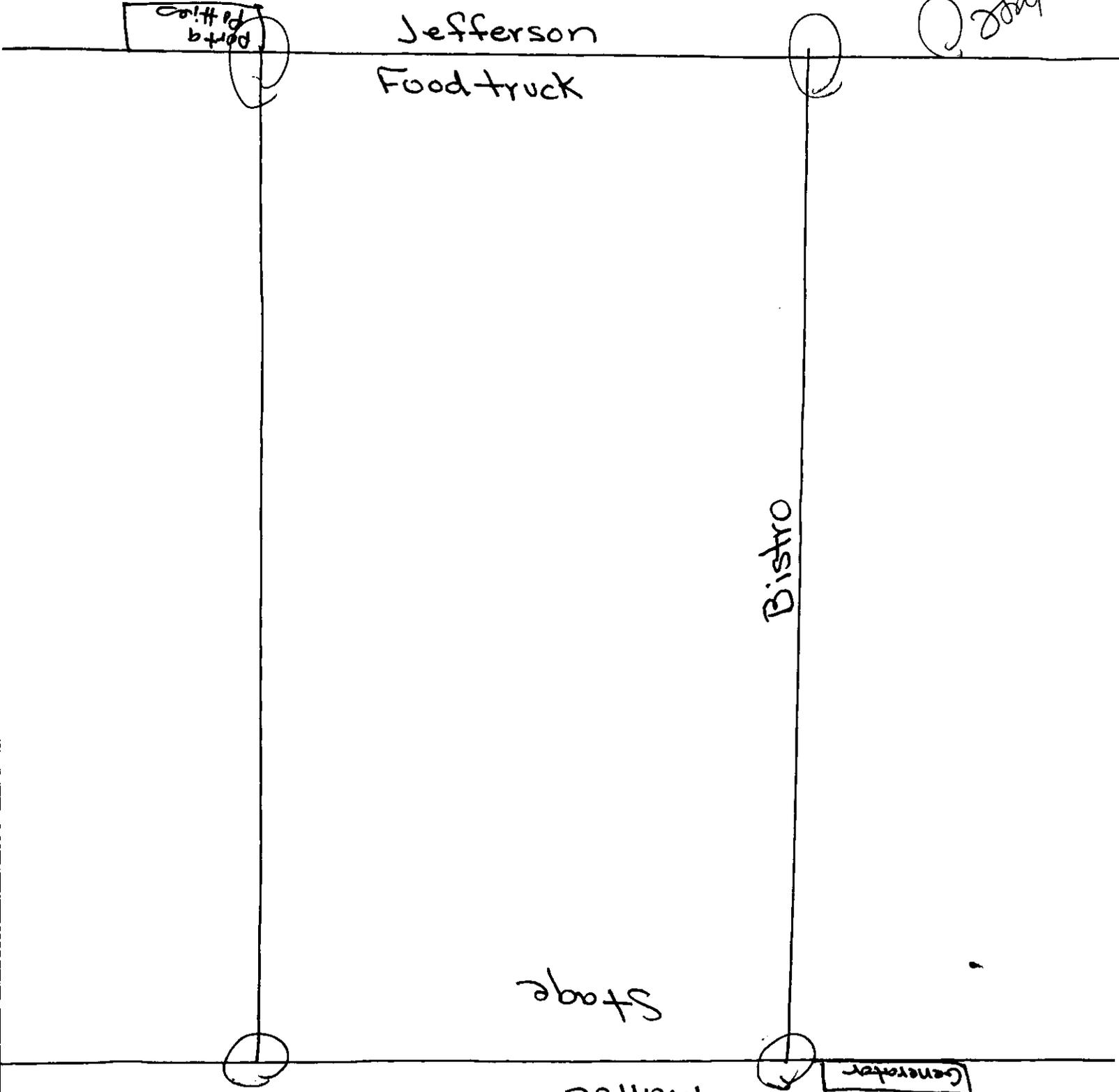
Garage
cars

Bistro

Stage

Monroe

Generator





CONSENT AGENDA ITEM NO. 7H

FOR COUNCIL: July 23, 2018

SPONSORING DEPARTMENT: City Clerk's Office

SUBJECT: Consideration of an Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol (Beer and Wine) on Public Property in a portion of Downtown Bloomington during the Front Street Music Festival from 2:00 p.m. to 10:30 p.m. on Saturday, August 18, 2018, as requested by the City Clerk's Office.

RECOMMENDATION/MOTION: The Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol (Beer and Wine) on Public Property in a portion of Downtown Bloomington during the Front Street Music Festival from 2:00 p.m. to 10:30 p.m. on Saturday, August 18, 2018 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND:

The event promoter, James Gaston, met with the special Events Committee in late June. The Committee is comprised of staff from the Police, Legal, City Clerk, Public Works, Fire, and Community Development Departments and the purpose is to review applications for Special Event Permits. Mr. Gaston answered questions from the Committee and addressed their concerns. This will be the third year for this event. There have not been any issues or problems with the previous festivals. The suspension of the ordinance will allow public consumption of beer and wine only with wristbands in the event area. There are no changes from the last two years of the event.

Mayor Renner recommends this item be approved by the Council.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Cherry L. Lawson, City Clerk

Legal Review By: George D. Boyle, Assistant Corporation Counsel

Recommended By:

A handwritten signature in black ink that reads "Steve Rasmussen". The signature is written in a cursive, flowing style.

Steve Rasmussen
Interim City Manager

Attachments:

- Ordinance
- Special Event Final Permit
- Special Event Map
- Special Event Layout

ORDINANCE NO. 2018 - _____

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE TO ALLOW POSSESSION OF OPEN ALCOHOL ON PUBLIC PROPERTY IN A PORTION OF DOWNTOWN BLOOMINGTON DURING THE FRONT STREET MUSIC FESTIVAL.

WHEREAS, the Front Street Music Festival will be held in Downtown Bloomington on August 18, 2018, between 2:00 p.m. and 10:30 p.m.; and

WHEREAS, the organizers of the festival requested permission to allow sales and consumption of beer and wine during the event in the portions of Downtown Bloomington indicated on the attached map, incorporated into this Ordinance and labeled Exhibit A; and

WHEREAS, to allow possession of an open container of alcohol on a public street, Section 26(d) of Chapter 6 of the Bloomington City Code, which prohibits the possession of open containers of alcohol on public streets, must be suspended.

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

Section 1: That Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, is suspended on August 18, 2018, between 2:00 p.m. and 10:30 p.m. for the areas specified in the attached Exhibit A, which is hereby incorporated into and made a part of this Ordinance. The following conditions apply to this suspension:

- (a) the suspension shall be effective only as to persons inside the designated area wearing event-related wristbands;
- (b) the suspension shall be effective only as to persons having in their possession beer or wine in plastic or paper cups;
- (c) alcohol may be taken out of licensed premises in the designated area, provided that it is in the plastic or paper cups specified in subsection (b), above.

Section 2: Except for the date, times, location and conditions set forth in Section 1 of this Ordinance, Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, shall remain in full force and effect. Nothing in this Ordinance shall be interpreted as repealing said Section 26(d).

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

Section 4: This Ordinance is adopted pursuant to the home rule authority granted the City of Bloomington by Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 23rd day of July 2018.

APPROVED this _____ day of July 2018.

CITY OF BLOOMINGTON:

ATTEST:

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

SPECIAL EVENT PERMIT

FRONT STREET MUSIC FESTIVAL DATE: SATURDAY, AUGUST 18, 2018 TIME: 2:00 PM TO 10:30 PM

Date Prepared: June 19, 2018; **Revised June 22, 2018**

DISTRIBUTION LIST	
Steve Rasmussen, Assistant City Manager	Assistant Chief Ken Bays, Police Department
City Clerk's Office Staff	Phil Allyn, Public Works
Bob Coombs, Community Development	Scott Fortney, Public Works
Catherine Dunlap, Community Development	Bill Givens, Traffic Engineer, Public Works
Bob Mahrt, Community Development	Jim Karch, Public Works
Martin Glaze, Connect Transit	Kevin Kothe, Public Works
Russ Waller, Facilities	George Kutz, Public Works
Deputy Chief Eric West, Fire Department	Troy Olson, Public Works
Linda Foutch, McLean County Health Department	Jeff Raines, Public Works
Bob Moews, Parks & Recreation Department	Colleen Winterland, Public Works
Assistant Chief Greg Scott, Police Department	Brett Lueschen, Water Department

MEETING DATE: June 22, 2018

SPONSORING ORGANIZATION(S): Jazz Upfront

CONTACT PERSON: James Gaston

PHONE NO.: [REDACTED]

EMAIL: [REDACTED]

APPLICATION RECEIVED: Yes

CERTIFICATE OF INSURANCE RECEIVED: Yes

HOLD HARMLESS: Yes

NATURE OF EVENT: Live music festival in the downtown area with food trucks, outdoor grill, and food carts using Front St and Center St. Liquor allowed within starting at 2 pm. Large stage installed in the intersection of Front and Main, facing north-west. Music to start at 2 pm.

TRAFFIC CONTROL ARRANGEMENTS: Close Front St from Center St to the alleyway just east of Rosie's. Close Main St from Washington St to Front St. Refer to map for exact placement of barricades and signs. No parking allowed on the west side of the 100 block of S Center St and the 200 block of W Washington St and the NW block of Front St. (200 Block) for Connect-Transit buses.

POLICE: All vehicles located in restricted areas will be towed, starting at 8 am, at the owner's expense by Joe's Towing. Vehicles will be relocated to Joe's holding lot. Possible crowd and congestion control. Will provide trailer camera(s), if available.

PUBLIC SERVICE WILL PROVIDE THE FOLLOWING: Crews will post "No Parking Saturday August 18, 8am to 10:30 pm" signs by 8 pm Thursday, August 17. Crews will close all streets beginning at 7 am Saturday to allow time to erect the stage. Crews will use orange fencing to block off McLean County property from the corner of Center and Front to the barricades in front of the garage. Make sure

SPECIAL EVENT PERMIT

that access to the Lincoln Parking Deck is left open, and a small gap should be left to allow bands to move behind the stage. After the event is over, crews will open the streets. Including the Connect-Transit bus parking.

PARKS & RECREATION WILL PROVIDE THE FOLLOWING: P&R will provide 12 picnic tables, with at least one being ADA compliant, and the stage facing north-west. Invoice the Organizer for twelve (12) picnic tables.

ORGANIZER RESPONSIBILITIES:

1. Notify residents, property owners, and businesses about event at least one (1) week prior to event within a three block or 1,000 feet in every direction of the event site. Include in the notification that the Liquor Commission will review your request for a suspension of ordinance on July 10th.
2. The organizer is in charge of all garbage and recycle collection and disposal. Increase the number of garbage and recycling containers from last year. Ensure that the streets are returned to the same condition they were in prior to the event.
3. Provide security/volunteers so that adequate controls are in place for alcohol consumption in the event area.
4. No alcohol shall be allowed to leave the event area. Last call will be given at 9:45 pm. Ensure that anyone who purchases alcohol to be consumed inside the event area wears a wrist band.
5. Provide two porta potties on Center and two on Main.
6. Use rope to create a barrier between the private parking lots and the sidewalk on Main St.
7. Use rope to create a barrier across the entrance to the private parking lot on the 100 block of W Front St.
8. Contact the City Clerk's office to start your liquor license process
9. Communicate with all bars/restaurants in the area that if they wish to participate in selling beer and wine for consumption outside their establishment they must use the same wristbands and plastic cups as the lead bar/organizer.
10. Insure that all electrical wiring and general set up is completed by 12 pm (noon).
11. Contact Parks Security/Public Works at 309-275-1820 prior to moving barricades. Keep in mind Staff at this number will not be able to respond instantly. It is the responsibility of the organizer to ensure that nobody removes, changes, or anyway interferes with the setup of barricades, signs, or any other traffic control device set up by City staff. Contact the Police, non-emergency 309-820-8888, to report anyone tampering of such.
12. Food Vendors requiring electric will be located on Front St., those not requiring electric will be located on Main St. Insure all food vendors are registered with the McLean County Health Department.
13. Contacts for Saturday, August 18: Police dispatch, 309-820-8888 and Public Works Colleen Winterland, 309-275-8492.

No pets or coolers will be allowed.

CANCELLATION POLICY: If you need to cancel your event, please call the Bloomington Police non-emergency number at 309-820-8888 at least 2 hours prior to your event. They will notify the appropriate department staff. The more advance notice you can provide helps the staff considerably.

Illinois Vehicle Code:

SPECIAL EVENT PERMIT

5/11-311. Interference with official traffic-control devices or railroad signs or signals

§ 11-311. Interference with official traffic-control devices or railroad signs or signals. No person shall without lawful authority attempt to or in fact alter, deface, injure, knock down, or remove any official traffic-control device, or any railroad sign or signal or any inscription, shield, or insignia thereon, or any other part thereof.

Every person who is convicted of a violation of this Section shall be guilty of a Class A misdemeanor, punishable by a fine of at least \$250 in addition to any other penalties which may be imposed.

P.A. 76-1586, § 11-311, eff. July 1, 1970. Amended by P.A. 80-911, § 1, eff. Oct. 1, 1977; P.A. 83-672, § 1, eff. Jan. 1, 1984. Formerly Ill.Rev.Stat.1991, ch. 95 1/2, 11-311.

FOR OFFICE USE ONLY

Notes: _____

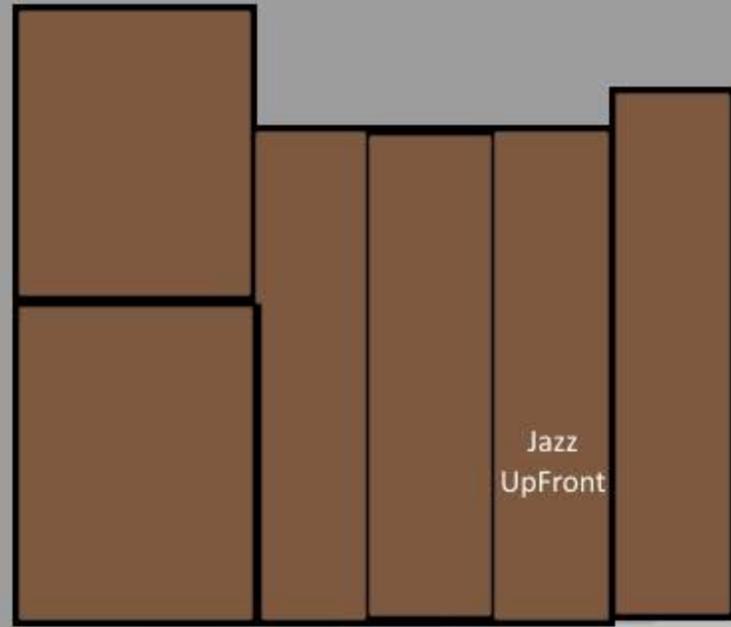
DRAFT



CENTER ST.

FRONT STREET

Health Department



Jazz
UpFront

WC

Food Vendors

IN ST.

Picnic tables

Beer tent

Tickets



Area for lawn chairs

Stage

Artists'
tent

WC

Parking





CONSENT AGENDA ITEM NO. 71

FOR COUNCIL: July 23, 2018

SPONSORING DEPARTMENT: City Clerk's Office

SUBJECT: Consideration of an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge at Lake Bloomington on August 10, 2018, the request from Bob Hogan and Molly Spence-Hawk to allow moderate consumption of alcohol, as requested by the City Clerk's Office.

RECOMMENDATION/MOTION: The Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge at Lake Bloomington on August 10, 2018 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: The applicants submitted an application to serve beer and wine on a City Owned Property on July 10, 2018 to the City Clerk's Office. Because of the date of the event, there was not sufficient time to bring this item to the Liquor Commission. The application has been approved by Mayor Renner with a positive recommendation and is being brought to the City Council for further approval.

The catering will be done by Barracks Cater Inn located at 1224 Pioneer Parkway, Peoria, IL 61615. They currently do not have a City of Bloomington Catering License, but are in the process of applying. The caterer is aware they need to be licensed before the date of the event, or they cannot serve for this date.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by:

Cherry L. Lawson, City Clerk

Water/Community Dev. Review By:

Robert Yehl, Water Director

Legal review by:

George Boyle, Asst. Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read "Steve Rasmussen". The signature is written in a cursive, flowing style.

Steve Rasmussen
Interim City Manager

Attachments:

- Ordinance
- Application

ORDINANCE NO. 2018 – _____

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 ON AUGUST 10, 2018 AT DAVIS LODGE AT LAKE BLOOMINGTON

WHEREAS, Bob Hogan and Molly Spence-Hawk desire to allow moderate consumption of alcohol at their August 10, 2018 wedding reception to be held at Davis Lodge at Lake Bloomington from 6:00 PM to 12 AM; and

WHEREAS, Bob Hogan and Molly Spence-Hawk have requested permission from the City to serve beer and wine during this event; and

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

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended as those ordinances pertain to the Davis Lodge at Lake Bloomington, for the wedding reception on August 10, 2018 from 6:00 PM to 12 AM.

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

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

Section 4: This Ordinance is adopted pursuant to the home rule authority granted the City of Bloomington by Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 23rd of July 2018.

APPROVED this ____ day of July 2018.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

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



CITY OF Bloomington ILLINOIS

REQUEST FOR BEER/WINE AT A CITY OWNED PROPERTY

My event will be held at (Please Check One) Miller Park Pavilion Davis Lodge

APPLICANT INFORMATION

Name(s) of applicants (Specify how they are related to the event):

Molly Spence-Hawk

Hostess/Bride

Bob Hogan

Groom

Applicant Contact Information:

Phone Number: [Redacted] Email Address: [Redacted]

Address: [Redacted]

City: [Redacted] State: IL Zip Code: [Redacted]

CATERER INFORMATION

Name of Caterer: Barracks Cater Inn Contact Number: 309.692.3990

Address: 1224 Pioneer Parkway

City: Peoria State: IL Zip Code: 61615

EVENT INFORMATION

Type of Event: Wedding

Date/Time of Event: August 10, 2018 @ 6pm - 12:00 pm

Number of Attendees: 25-50

Have you secured a date with the venue checked above? YES NO

If yes, please provide a copy of the contract and receipt you were given.

[Redacted Signature] Applicant Signature

7.5.18 Date

Please email the completed form to cityclerk@cityblm.org, fax to 309-434-2628, or mail to: City Clerk, 109 E Olive St, Bloomington, IL 61701

OFFICE USE ONLY

Liquor Commission Date: MISSED → LATE SUBMISSION

➤ Date Approved for Council: 07/23/18

Mayor Penner

City Council Meeting Date: _____

➤ Date Council Approved: _____

➤ Ordinance Number: _____

Confirmed Reservation and Deposit with Event Location: YES NO

Caterer has a Current City of Bloomington License: YES NO

Water/Parks Departments have been notified: YES NO

Date Received: 07.10.2018 Staff Initials: alara

Beer & Wine
Open Bar



Department
1 Street
61701
4-2426
4-2833

City of Bloomington
Water Administration - Division Street
109 East Olive Street
Bloomington, IL 61701
309 - 434 - 2426
Welcome

Davis Lodge Receipt for Payment

116568-0001 Tara G. 07/10/2018 09:18AM

Name and/or Organization
Reserving Lodge: Molly Spence-Hawk

MISCELLANEOUS
Description: WATER DAVIS
LODGE RENTAL
FEES/DEPOSITS (WA0021)
Reference 1: 08-10-2018
2019 Item: WA0021
1 @ 900.00 900.00
Payment Id: 375042

Event Date: 8/10/18

Event Type: Event

900.00

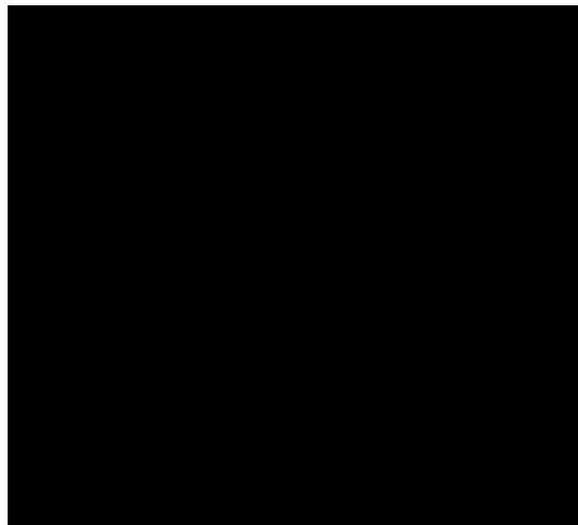
Subtotal 900.00
Total 900.00

CHECK 500.00
Check Number [REDACTED]
CHECK 400.00
Check Number [REDACTED]

Change due 0.00

Paid by: Hawk

Comments: Lodge Deposit/Rental Fees
08-10-2018



Have a nice, safe time. Thank you!
FAILURE TO COMPLY WITH THESE, ANY STATE LAW
COULD RESULT IN LOSS OF DEPOSIT, REMOVAL FROM

Thank you for your payment.

CUSTOMER COPY



Water Department
603 W. Division Street
Bloomington, IL 61701
Phone: 309-434-2426
Fax: 309-434-2833

Reservation Letter

July 5, 2018

Dear Molly Spence-Hawk,

Thank you for choosing Davis Lodge at Lake Bloomington for your upcoming event. Per your request, we will hold **August 10, 2018** for 2 weeks without a deposit after this time the date will be released.

Rental fees for the Lodge are as follows:

Regular Rate - \$400.00 per day with a \$500.00 Damage/Cleanup Deposit per event
Tent and other structure Deposit - \$250.00 per event

50% Discount on rental rated for Monday, Tuesday and Wednesday rentals (Non-Profit Organizations are not eligible for the 50% discount) with a \$500.00 Damage/Cleanup Deposit per event

Please send in your deposit immediately this will hold your reservation. **Also return a signed attached "Release and Hold Harmless Agreement."** We accept Credit cards (*Discover, Visa, and Master Card*) or Checks made payable to the *City of Bloomington*. Please mail your payment to **Water Dept. – Lake Division, 603 W. Division St., Bloomington, IL 61701.**

The rental times are 8:00 am – 12:00 am. The Lodge doors will be unlocked when you arrive.

Your Security deposit will be reimbursed if the Lodge is not damaged and it is left neat and clean **(See enclosed list of rules)**. Cancellation Policy: Security deposits are only refundable if cancellations are made 60 days prior the reservation date. **The security deposit refund can take 6-8 weeks to receive via mail after the date of the event.**

If you have questions or will not be keeping your reservation, please call (309)434-2303. If it is an urgent matter, please contact Water Department–Office Manager @ (309)434-2645.

We wish you a happy, safe experience at Davis Lodge.

Respectfully,

Jessica Carroll

For: Bob Yehl

Director of Water Department

Email: jcarroll@cityblm.org

Signature: _____

Date: 7/5/18

Have a nice, safe time. Thank you for your Cooperation



Water Department
603 W. Division Street
Bloomington, IL 61701
Phone: 309-434-2426
Fax: 309-434-2833

RULES FOR RENTING DAVIS LODGE

- 1) No early set ups ahead unless that day in rented and paid for.
- 2) NO ALCOHOLIC BEVERAGES unless approved by the Bloomington Liquor Commission and City Council.
Contact City Clerk office @ (309) 434-2240
- 3) Outdoor fires allowed only in fire pit and on non-windy days.
- 4) No swimming or wading is allowed in Lake Bloomington.
- 5) No smoking allowed inside Davis Lodge.
- 6) Quiet Hour: 10:00 pm and beyond.
- 7) Check in time: 8:00 am. Check out time: 12:00 Midnight. MUST BE OUT BY MIDNIGHT
- 8) No pets allowed in Davis Lodge.
- 9) No glitter/confetti or nails, thumb tacks, tape, staples or other holes in the walls, fans, woodwork or furniture.
Hooks have been installed along the doors, windows and at various locations on the walls for your convenience in decorating the Davis Lodge.

YOU ARE RESPONSIBLE FOR CLEANING UP

BEFORE LEAVING, THE FOLLOWING SHOULD BE DONE:

- 1) Wipe off tables and chairs.
- 2) Leave tables and chairs set up.
- 3) Floors must be swept.
- 4) Any spills must be wiped up.
- 5) Garbage should be removed to dumpster (North of Building).
- 6) Brooms & Mops available. Extra Garbage Liners in bottom of cans.
- 7) All traces of signs and decorations must be removed.
- 8) All doors and windows must be closed.
- 9) Any extra equipment (tables, chairs, tents, arches, etc.) must be removed the same day as rental. The City of Bloomington is not responsible for items left past check out time of rental.

Maintenance or Cleaning Questions or Related Problems

Work Hours (Monday through Friday 7:00 am – 3:00 pm)

Phone: (309) 434-2163

After Hours

Phone: (309) 434-2151 – Water Treatment Plant at Lake Bloomington

(309) 820-8888 (Non-emergency police dispatch)

Police Emergencies: County 911

The undersigned, in consideration of the permission granted by the City of Bloomington to use the Davis Lodge at Lake Bloomington, does hereby agree to indemnify and hold harmless the City of Bloomington, its officers, agents and employees from and against any and all claims, damages, losses, and expenses arising out of the use by the undersigned and guests of Davis Lodge on the dates for which permission has been granted by the City.

Signature required: _____

Date: 7.2.18

Have a nice, safe time. Thank you for your Cooperation



Water Department
603 W. Division Street
Bloomington, IL 61701
Phone: 309-434-2426
Fax: 309-434-2833

OTHER STRUCTURE AGREEMENT FOR DAVIS LODGE

- 1) Tents and other structures are only allowed in the two designated locations. These locations are on the porch that faces Lake Bloomington and next to the fire pit on the Northeast lot.
- 2) No vehicles will be allowed anywhere off of the paved surface.
- 3) Tents and other structures must be removed by 12:00 am MIDNIGHT of the day of the rental. Any tents or other structures remaining will not be saved and the City of Bloomington and the City of Bloomington Water Department will not be responsible.
- 4) An additional security deposit of \$250.00 is required for rentals that utilize tents or other structures not provided by the City of Bloomington.
- 5) If tents and other structures are not removed the day of the rental, the \$250.00 security deposit will be forfeited.
- 6) These rules and regulations shall not supersede any other rule or regulation for the Davis Lodge.
- 7) Please view the attached photograph of Davis Lodge to understand where tents and structures are allowed to be erected.

The undersigned, in consideration of the permission granted by the City of Bloomington to use the Davis Lodge at Lake Bloomington, does hereby agree to indemnify and hold harmless the City of Bloomington, its officers, agents and employees from and against any and all claims, damages, losses, and expenses arising out of the use by the undersigned and guests of Davis Lodge on the dates for which permission has been granted by the City.

Signature: _____

Date: 7/2/18

Have a nice, safe time. Thank you for your Cooperation



Water Department
603 W. Division Street
Bloomington, IL 61701
Phone: 309-434-2426
Fax: 309-434-2833

RELEASE AND HOLD HARMLESS AGREEMENT

July 5, 2018

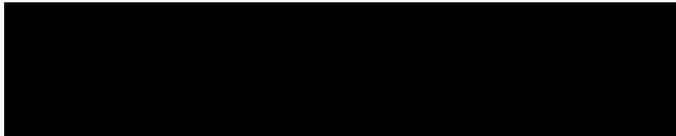
The undersigned, in consideration of the permission granted by the City of Bloomington to use the Davis Lodge at Lake Bloomington, does hereby agree to indemnify and hold harmless the City of Bloomington, its officers, agents and employees from and against any and all claims, damages, losses, and expenses arising out of the use by the undersigned and guests of the undersigned of Davis Lodge on the dates for which permission has been granted by the City.

DATED this 2 day of July.

RENTAL DATE (S): August 10, 2018

Signature Required:

Mailing Address:



Have a nice, safe time. Thank you for your Cooperation



CONSENT AGENDA ITEM NO. 7J

FOR COUNCIL: July 23, 2018

SPONSORING DEPARTMENT: Legal Department

SUBJECT: Consideration of an Ordinance amending Chapter 14 of the Bloomington City Code by adding Article II providing for the Regulation of Small Wireless Facilities, as requested by the Legal Department.

RECOMMENDATION/MOTION: The Ordinance amending Chapter 14 of the Bloomington City Code by adding Article II providing for the Regulation of Small Wireless Facilities, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: a. Well-planned City with necessary services and infrastructure.

BACKGROUND: The purpose of this proposed ordinance is to amend the City code to establish regulations, standards, and procedures for the permitting and siting of small wireless facilities in a manner consistent with recently passed state legislation. A small wireless facility, commonly known as a “small cell,” is a small antenna placed on a utility pole, street light, or other structure that enables the transmission of data and wireless communications to and from wireless devices such as computers and cell phones. These facilities are used to enhance wireless capacity from large cell towers, particularly for areas with high demand.

In April, Governor Rauner signed into law the Small Wireless Facilities Deployment Act, which became effective on June 1, 2018. The Act specifies how local governments may regulate the construction and attachment of small wireless facilities. It provides that local regulation of these facilities shall not be more restrictive than the provisions of the Act. It includes regulations for permit applications, fees, height, size, and location. The Act requires that, by July 31, 2018, local governments regulating small cell facilities must pass an ordinance setting forth the rates, fees, and terms for the collocation of small wireless facilities.

Since the state law applies to all municipalities throughout Illinois, the Illinois Municipal League has prepared a model ordinance that is being used throughout the State. This model ordinance was adopted by the Town of Normal on July 16. City of Bloomington and Town of Normal staff have worked together to organize compatible ordinances.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Illinois Municipal League; Wireless service providers; Town of Normal Staff.

FINANCIAL IMPACT: The mandated application fees are \$650.00 to attach to a single pole, \$350.00 for each small wireless facility in a consolidated application to attach on more than one utility pole, and \$1,000.00 to site and mount to a new utility pole. In addition, there is a recurring fee of \$200.00 per antenna per year. At this time there is no estimate on what the City may collect. Any fees collected will be recorded in the City's General Fund.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: George D. Boyle, Assistant Corporation Counsel

Reviewed By: Jeffrey R. Jurgens, Corporation Counsel

Finance & Budgetary Review By: Chris Tomerlin, Budget Analyst
Scott Rathbun, Interim Finance Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended By:



Steve Rasmussen
Interim City Manager

Attachments:

- Ordinance

ORDINANCE NO. 2018 - ____

**AN ORDINANCE AMENDING CHAPTER 14 OF THE BLOOMINGTON CITY CODE
BY ADDING ARTICLE II PROVIDING FOR THE
REGULATION OF SMALL WIRELESS FACILITIES**

WHEREAS, the City of Bloomington is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs, and under those Constitutional home rule powers, the City has authority to perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals, and welfare; and

WHEREAS, the Illinois General Assembly has recently enacted Public Act 100-0585, known as the Small Wireless Facilities Deployment Act (the Act), which became effective on June 1, 2018; and

WHEREAS, the Act allows the City to regulate small wireless facilities in accordance with its provisions and sets forth the requirements for the collocation of small wireless facilities by local authorities; and

WHEREAS, the City is authorized, under existing State and federal law, to enact appropriate regulations and restrictions relative to small wireless facilities, distributed antenna systems and other personal wireless telecommunication facility installations in the public right-of-way as long as they do not conflict with State and federal law; and

WHEREAS, the City desires to regulate the location, design, construction, and installation of small wireless facilities and any related equipment, and appurtenances throughout the City; and

WHEREAS, it is in the best interests of the health, safety and welfare of the citizens of Bloomington to amend the City Code to create comprehensive regulations in accordance with, and as allowed by, State law regarding the collocation of small wireless facilities throughout the City.

NOW, THEREFORE, be it ordained by the City Council of the City of Bloomington as follows:

Section 1. That Chapter 14 of the Bloomington City Code, 1960, as amended is hereby further amended by changing the title of said Chapter from “Telecommunications Infrastructure Maintenance Fee” to “Telecommunications” and by designating Sections 1 through 10 of said Chapter as “Article I Telecommunications Infrastructure Maintenance Fee”.

Section 2. That Chapter 14 of the Bloomington Code, 1960, as amended, is hereby further amended by adding Article II, to read as follows:

Article II Small Wireless Facilities Deployment

SEC. 11. PURPOSE AND SCOPE.

A. Purpose. The purpose of this Ordinance is to establish regulations, standards and procedures for the siting and collocation of small wireless facilities in a manner that is consistent with the Small Wireless Facilities Deployment Act (the Act), Public Act 100-0585.

B. Conflicts with Other Ordinances. This Ordinance supersedes all Ordinances or parts of Ordinances adopted prior hereto that are in conflict herewith, to the extent of such conflict.

C. Conflicts with State and Federal Laws. In the event that applicable federal or State laws or regulations conflict with the requirements of this Ordinance, the wireless provider shall comply with the requirements of this Ordinance to the maximum extent possible without violating federal or State laws or regulations.

SEC. 12. DEFINITIONS.

For the purposes of this Article, the following terms shall have the following meanings:

Antenna – communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

Applicable codes – uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to those codes, including the National Electric Safety Code.

Applicant – any person who submits an application and is a wireless provider.

Application – a request submitted by an applicant to the City for a permit to collocate small wireless facilities, and a request that includes the installation of a new utility pole for such collocation, as well as any applicable fee for the review of such application.

Collocate or collocation – to install, mount, maintain, modify, operate, or replace wireless facilities on or adjacent to a wireless support structure or utility pole.

Communications service – cable service, as defined in 47 U.S.C. 522(6), as amended; information service, as defined in 47 U.S.C. 153(24), as amended; telecommunications service, as defined in 47 U.S.C. 153(53), as amended; mobile service, as defined in 47 U.S.C. 153(53), as amended; or wireless service other than mobile service.

Communications service provider – a cable operator, as defined in 47 U.S.C. 522(5), as amended; a provider of information service, as defined in 47 U.S.C. 153(24), as amended; a telecommunications carrier, as defined in 47 U.S.C. 153(51), as amended; or a wireless provider.

FCC – the Federal Communications Commission of the United States.

Fee – a one-time charge.

Historic district or historic landmark – a building, property, or site, or group of buildings, properties, or sites that are either (i) listed in the National Register of Historic Places or formally determined eligible for listing by the Keeper of the National Register, the individual who has been delegated the authority by the federal agency to list properties and determine their eligibility for the National Register, in accordance with Section VI.D.1.a.i through Section VI.D.1.a.v of the Nationwide Programmatic Agreement codified at 47 CFR Part 1, Appendix C; or (ii) designated as a locally landmarked building, property, site, or historic district by an ordinance adopted by the City pursuant to a preservation program that meets the requirements of the Certified Local Government Program of the Illinois State Historic Preservation Office or where such certification of the preservation program by the Illinois State Historic Preservation Office is pending.

Law – a federal or State statute, common law, code, rule, regulation, order, local ordinance or resolution.

Micro wireless facility – a small wireless facility that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height and that has an exterior antenna, if any, no longer than 11 inches.

Municipal utility pole – a utility pole owned or operated by the City in public rights-of-way.

Permit – a written authorization required by the City to perform an action or initiate, continue, or complete a project.

Person – an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization.

Public safety agency – the functional division of the federal government, the State, a unit of local government, or a special purpose district located in whole or in part within this State, that provides or has authority to provide firefighting, police, ambulance, medical, or other emergency services to respond to and manage emergency incidents.

Rate – a recurring charge.

Right-of-way – the area on, below, or above a public roadway, highway, street, public sidewalk, alley, or utility easement dedicated for compatible use. Right-of-way does not include City-owned aerial lines.

Small wireless facility – a wireless facility that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than 6 cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than 6 cubic feet; and (ii) all other wireless equipment attached directly to a utility pole associated with the facility is cumulatively no more than 25 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

Utility pole – a pole or similar structure that is used in whole or in part by a communications service provider or for electric distribution, lighting, traffic control, or a similar function.

Wireless facility – equipment at a fixed location that enables wireless communications between user equipment and a communications network, including: (i) equipment associated with wireless communications; and (ii) radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. Wireless facility includes small wireless facilities. Wireless facility does not include: (i) the structure or improvements on, under, or within which the equipment is collocated; or (ii) wireline backhaul facilities, coaxial or fiber optic cable that is between wireless support structures or utility poles or coaxial, or fiber optic cable that is otherwise not immediately adjacent to or directly associated with an antenna.

Wireless infrastructure provider – any person authorized to provide telecommunications service in the State that builds or installs wireless communication transmission equipment, wireless facilities, wireless support structures, or utility poles and that is not a wireless services provider but is acting as an agent or a contractor for a wireless services provider for the application submitted to the City.

Wireless provider – a wireless infrastructure provider or a wireless services provider.

Wireless services – any services provided to the general public, including a particular class of customers, and made available on a nondiscriminatory basis using licensed or unlicensed spectrum, whether at a fixed location or mobile, provided using wireless facilities.

Wireless services provider – a person who provides wireless services.

Wireless support structure – a freestanding structure, such as a monopole; tower, either guyed or self-supporting; billboard; or other existing or proposed structure designed to support or capable of supporting wireless facilities. Wireless support structure does not include a utility pole.

SEC. 13. REGULATION OF SMALL WIRELESS FACILITIES.

A. Permitted Use. Small wireless facilities shall be classified as permitted uses and subject to administrative review, except as provided in paragraph (C9) regarding height exceptions or variances, but not subject to zoning review or approval if they are collocated (i) in rights-of-way in any zoning district, or (ii) outside rights-of-way in property zoned exclusively for commercial or industrial use.

B. Permit Required. An applicant shall obtain one or more permits from the City to collocate a small wireless facility. An application shall be received and processed, and permits issued shall be subject to the following conditions and requirements:

- (1) Application Requirements. A wireless provider shall provide the following information to the City, together with the City's Small Cell Facilities Permit Application, as a condition of any permit application to collocate small wireless facilities on a utility pole or wireless support structure:

- (a) Site specific structural integrity and, for a municipal utility pole, make-ready analysis prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989;
 - (b) The location where each proposed small wireless facility or utility pole would be installed and photographs of the location and its immediate surroundings depicting the utility poles or structures on which each proposed small wireless facility would be mounted or location where utility poles or structures would be installed. This should include a depiction of the completed facility;
 - (c) Specifications and drawings prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989, for each proposed small wireless facility covered by the application as it is proposed to be installed;
 - (d) The equipment type and model numbers for the antennas and all other wireless equipment associated with the small wireless facility;
 - (e) A proposed schedule for the installation and completion of each small wireless facility covered by the application, if approved; and
 - (f) Certification that the collocation complies with the Collocation Requirements and Conditions contained herein, to the best of the applicant's knowledge.
 - (g) In the event that the proposed small wireless facility is to be attached to an existing pole owned by an entity other than the City, the wireless provider shall provide legally competent evidence of the consent of the owner of such pole to the proposed collocation.
- (2) Application Process. The City shall process applications as follows:
- (a) The first completed application shall have priority over applications received by different applicants for collocation on the same utility pole or wireless support structure.
 - (b) An application to collocate a small wireless facility on an existing utility pole or wireless support structure, or replacement of an existing utility pole or wireless support structure shall be processed on a nondiscriminatory basis and shall be deemed approved if the City fails to approve or deny the application within 90 days after the submission of a completed application.

However, if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant shall notify the City in writing of its

intention to invoke the deemed approved remedy no sooner than 75 days after the submission of a completed application.

The permit shall be deemed approved on the latter of the 90th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by the City. The receipt of the deemed approved notice shall not preclude the City's denial of the permit request within the time limits as provided under this Ordinance.

- (c) An application to collocate a small wireless facility that includes the installation of a new utility pole shall be processed on a nondiscriminatory basis and deemed approved if the City fails to approve or deny the application within 120 days after the submission of a completed application.

However, if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant shall notify the City in writing of its intention to invoke the deemed approved remedy no sooner than 105 days after the submission of a completed application.

The permit shall be deemed approved on the latter of the 120th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by the City. The receipt of the deemed approved notice shall not preclude the City's denial of the permit request within the time limits as provided under this Article.

All permits for new utility poles applied for under this Article shall be issued only if the applicant complies with the requirements of Chapter 38, Article V of this code, as may be amended from time to time, as well as with all applicable law.

- (d) The City shall deny an application that does not meet the requirements of this Article.

If the City determines that applicable codes, ordinances or regulations that concern public safety, or the Collocation Requirements and Conditions contained herein require that the utility pole or wireless support structure be replaced before the requested collocation, approval shall be conditioned on the replacement of the utility pole or wireless support structure at the cost of the provider.

The City shall document the basis for a denial, including the specific code provisions or application conditions on which the denial is based, and send the documentation to the applicant on or before the day the City denies an application.

The applicant may cure the deficiencies identified by the City and resubmit the revised application once within 30 days after notice of denial is sent to the applicant without paying an additional application fee. The City shall approve or deny the revised application within 30 days after the applicant resubmits the application or it is deemed approved. Failure to resubmit the revised application within 30 days of denial shall require that the applicant to submit a new application with applicable fees, and recommencement of the City's review period.

The applicant must notify the City in writing of its intention to proceed with the permitted activity on a deemed approved basis, which may be submitted with the revised application.

Any review of a revised application shall be limited to the deficiencies cited in the denial. However, this revised application cure does not apply if the cure requires the review of a new location, new or different structure to be collocated upon, new antennas, or other wireless equipment associated with the small wireless facility.

- (e) Pole Attachment Agreement. Within 30 days after an approved permit to collocate a small wireless facility on a municipal utility pole, the City and the applicant shall enter into a Master Pole Attachment Agreement, provided by the City for the initial collocation on a municipal utility pole by the application. For subsequent approved permits to collocate a small wireless facility on a municipal utility pole, the City and the applicant shall enter into a License Supplement of the Master Pole Attachment Agreement.
- (3) Completeness of Application. Within 30 days after receiving an application, the City shall determine whether the application is complete and notify the applicant. If an application is incomplete, the City must specifically identify the missing information. An application shall be deemed complete if the City fails to provide notification to the applicant within 30 days after all documents, information and fees specifically enumerated in the City's permit application form are submitted by the applicant to the City.

Processing deadlines are tolled from the time the City sends the notice of incompleteness to the time the applicant provides the missing information.

- (4) Tolling. The time period for applications may be further tolled by:
- (a) An express written agreement by both the applicant and the City; or
 - (b) A local, State or federal disaster declaration or similar emergency that causes the delay.

- (5) Consolidated Applications. An applicant seeking to collocate small wireless facilities within the jurisdiction of the City shall be allowed, at the applicant's discretion, to file a consolidated application and receive a single permit for the collocation of up to 25 small wireless facilities if the collocations each involve substantially the same type of small wireless facility and substantially the same type of structure.

If an application includes multiple small wireless facilities, the City may remove small wireless facility collocations from the application and treat separately small wireless facility collocations for which incomplete information has been provided or that do not qualify for consolidated treatment or that are denied. The City may issue separate permits for each collocation that is approved in a consolidated application.

- (6) Duration of Permits. The duration of a permit shall be for a period of not less than 5 years, and the permit shall be renewed for equivalent durations unless the City makes a finding that the small wireless facilities or the new or modified utility pole do not comply with the applicable City codes or any provision, condition or requirement contained in this Article.

If the Act is repealed as provided in Section 90 therein, renewals of permits shall be subject to the applicable City code provisions or regulations in effect at the time of renewal.

- (7) Means of Submitting Applications. Applicants shall submit applications, supporting information and notices to the City by personal delivery at the Department of Community Development, by regular mail postmarked on the date due or by any other commonly used means, including electronic mail.

C. Collocation Requirements and Conditions.

- (1) Public Safety Space Reservation. The City may reserve space on municipal utility poles for future public safety uses, for the City's electric utility uses, or both, but a reservation of space may not preclude the collocation of a small wireless facility unless the City reasonably determines that the municipal utility pole cannot accommodate both uses.
- (2) Installation and Maintenance. The wireless provider shall install, maintain, repair and modify its small wireless facilities in safe condition and good repair and in compliance with the requirements and conditions of this Article and applicable law. The wireless provider shall ensure that its employees, agents or contractors that perform work in connection with its small wireless facilities are adequately trained and skilled in accordance with all applicable industry and governmental standards and regulations.

- (3) No interference with public safety communication frequencies. The wireless provider's operation of the small wireless facilities shall not interfere with the frequencies used by a public safety agency for public safety communications.

A wireless provider shall install small wireless facilities of the type and frequency that will not cause unacceptable interference with a public safety agency's communications equipment.

Unacceptable interference will be determined by and measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency.

If a small wireless facility causes such interference, and the wireless provider has been given written notice of the interference by the public safety agency, the wireless provider, at its own expense, shall remedy the interference in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675.

The City may terminate a permit for a small wireless facility based on such interference if the wireless provider is not in compliance with the Code of Federal Regulations cited in the previous paragraph. Failure to remedy the interference as required herein shall constitute a public nuisance.

- (4) The wireless provider shall not collocate small wireless facilities on City utility poles that are part of an electric distribution or transmission system within the communication worker safety zone of the pole or the electric supply zone of the pole.

However, the antenna and support equipment of the small wireless facility may be located in the communications space on the City utility pole and on the top of the pole, if not otherwise unavailable, if the wireless provider complies with applicable codes for work involving the top of the pole.

For purposes of this subparagraph, the terms "communications space", "communication worker safety zone", and "electric supply zone" have the meanings given to those terms in the National Electric Safety Code as published by the Institute of Electrical and Electronics Engineers.

- (5) The wireless provider shall comply with all applicable codes and local code provisions or regulations that concern public safety.
- (6) The wireless provider shall comply with written design standards that are generally applicable for decorative utility poles, or reasonable stealth, concealment and aesthetic requirements that are set forth in a City ordinance, written policy adopted by the City, a comprehensive plan or other written design plan that applies to other

occupiers of the rights-of-way, including on a historic landmark or in a historic district.

- (7) **Alternate Placements.** Except as provided in this collocation requirements and conditions section, a wireless provider shall not be required to collocate small wireless facilities on any specific utility pole, or category of utility poles, or be required to collocate multiple antenna systems on a single utility pole. However, with respect to an application for the collocation of a small wireless facility associated with a new utility pole, the City may propose that the small wireless facility be collocated on an existing utility pole or existing wireless support structure within 100 feet of the proposed collocation, which the applicant shall accept if it has the right to use the alternate structure on reasonable terms and conditions, and the alternate location and structure does not impose technical limits or additional material costs as determined by the applicant.

If the applicant refuses a collocation proposed by the City, the applicant shall provide written certification describing the property rights, technical limits or material cost reasons the alternate location does not satisfy the criteria in this paragraph.

- (8) **Height Limitations.** The maximum height of a small wireless facility shall be no more than 10 feet above the utility pole or wireless support structure on which the small wireless facility is collocated.

New or replacement utility poles or wireless support structures on which small wireless facilities are collocated may not exceed the higher of:

- (a) 10 feet in height above the tallest existing utility pole, other than a utility pole supporting only wireless facilities, that is in place on the date the application is submitted to the City, that is located within 300 feet of the new or replacement utility pole or wireless support structure and that is in the same right-of-way within the jurisdictional boundary of the City, provided the City may designate which intersecting right-of-way within 300 feet of the proposed utility pole or wireless support structures shall control the height limitation for such facility; or
- (b) 45 feet above ground level.
- (9) **Height Exceptions or Variances.** If an applicant proposes a height for a new or replacement pole in excess of the above height limitations on which the small wireless facility is proposed for collocation, the applicant shall apply for a variance in conformance with procedures, terms and conditions set forth in Chapter 44 of the City code.
- (10) **Contractual Design Requirements.** The wireless provider shall comply with requirements that are imposed by a contract between the City and a private property

owner that concern design or construction standards applicable to utility poles and ground-mounted equipment located in the right-of-way.

- (11) Ground-mounted Equipment Spacing. The wireless provider shall comply with applicable spacing requirements in applicable codes and ordinances concerning the location of ground-mounted equipment located in the right-of-way if the requirements include a waiver, zoning or other process that addresses wireless provider requests for exception or variance and do not prohibit granting of such exceptions or variances.
- (12) Undergrounding Regulations. The wireless provider shall comply with local code provisions or regulations concerning undergrounding requirements that prohibit the installation of new or the modification of existing utility poles in a right-of-way without prior approval if the requirements include a waiver, zoning or other process that addresses requests to install such new utility poles or modify such existing utility poles and do not prohibit the replacement of utility poles.
- (13) Collocation Completion Deadline. Collocation for which a permit is granted shall be completed within 180 days after issuance of the permit, unless the City and the wireless provider agree to extend this period or a delay is caused by make-ready work for a municipal utility pole or by the lack of commercial power or backhaul availability at the site, provided the wireless provider has made a timely request within 60 days after the issuance of the permit for commercial power or backhaul services, and the additional time to complete installation does not exceed 360 days after issuance of the permit. Otherwise, the permit shall be void unless the City grants an extension in writing to the applicant.

D. Application Fees. Application fees are imposed as follows:

- (1) Applicant shall pay an application fee of \$650.00 for an application to collocate a single small wireless facility on an existing utility pole or wireless support structure, and \$350.00 for each small wireless facility addressed in a consolidated application to collocate more than one small wireless facility on existing utility poles or wireless support structures.
- (2) Applicant shall pay an application fee of \$1,000.00 for each small wireless facility addressed in an application that includes the installation of a new utility pole for such collocation.
- (3) Notwithstanding any contrary provision of State law or local ordinance, applications pursuant to this Section shall be accompanied by the required application fee. Application fees shall be non-refundable.
- (4) The City shall not require an application, approval or permit, or require any fees or other charges, from a communications service provider authorized to occupy the rights-of-way, for:

- (a) routine maintenance;
 - (b) the replacement of wireless facilities with wireless facilities that are substantially similar, the same size, or smaller if the wireless provider notifies the City at least 10 days prior to the planned replacement and includes equipment specifications for the replacement of equipment consistent with subsection d. under the Section titled Application Requirements; or
 - (c) the installation, placement, maintenance, operation or replacement of micro wireless facilities suspended on cables that are strung between existing utility poles in compliance with applicable safety codes.
- (5) Wireless providers shall secure a permit from the City to work within rights-of-way for activities that affect traffic patterns or require lane closures.

E. Exceptions to Applicability. Nothing in this Article authorizes a person to collocate small wireless facilities on:

- (1) property owned by a private party or property owned or controlled by the City or another unit of local government that is not located within rights-of-way, or a privately owned utility pole or wireless support structure without the consent of the property owner;
- (2) property owned, leased, or controlled by a park district, forest preserve district, or conservation district for public park, recreation or conservation purposes without the consent of the affected district, excluding the placement of facilities on rights-of-way located in an affected district that are under the jurisdiction and control of a different unit of local government as provided by the Illinois Highway Code; or
- (3) property owned by a rail carrier registered under Section 18c-7201 of the Illinois Vehicle Code, Metra Commuter Rail or any other public commuter rail service, or an electric utility as defined in Section 16-102 of the Public Utilities Act, without the consent of the rail carrier, public commuter rail service, or electric utility. The provisions of this Ordinance do not apply to an electric or gas public utility or such utility's wireless facilities if the facilities are being used, developed and maintained consistent with the provisions of subsection (i) of Section 16-108.5 of the Public Utilities Act.

For the purposes of this subsection, "public utility" has the meaning given to that term in Section 3-105 of the Public Utilities Act. Nothing in this Ordinance shall be construed to relieve any person from any requirement (a) to obtain a franchise or a State-issued authorization to offer cable service or video service or (b) to obtain any required permission to install, place, maintain, or operate communications facilities, other than small wireless facilities subject to this Ordinance.

F. Pre-Existing Agreements. Existing agreements between the City and wireless providers that relate to the collocation of small wireless facilities in the right-of-way, including the collocation of small wireless facilities on City utility poles, that are in effect on June 1, 2018, remain in effect for all small wireless facilities collocated on the City's utility poles pursuant to applications submitted to the City before June 1, 2018, subject to applicable termination provisions contained therein. Agreements entered into after June 1, 2018, shall comply with this Ordinance. A wireless provider that has an existing agreement with the City on the effective date of the Act may accept the rates, fees and terms that the City makes available under this Ordinance for the collocation of small wireless facilities or the installation of new utility poles for the collocation of small wireless facilities that are the subject of an application submitted two or more years after the effective date of the Act by notifying the City that it opts to accept such rates, fees and terms. The existing agreement remains in effect, subject to applicable termination provisions, for the small wireless facilities the wireless provider has collocated on the City's utility poles pursuant to applications submitted to the City before the wireless provider provides such notice and exercises its option under this paragraph.

G. Annual Recurring Rate. A wireless provider shall pay to the City an annual recurring rate to collocate a small wireless facility on a City utility pole located in a right-of-way that equals (i) \$200 per year or (ii) the actual, direct and reasonable costs related to the wireless provider's use of space on the City utility pole. If the City has not billed the wireless provider actual and direct costs, the fee shall be \$200 payable on the first day after the first annual anniversary of the issuance of the permit or notice of intent to collocate, and on each annual anniversary date thereafter.

H. Abandonment. A small wireless facility that is not operated for a continuous period of 12 months shall be considered abandoned. The owner of the facility shall remove the small wireless facility within 90 days after receipt of written notice from the City notifying the wireless provider of the abandonment. The notice shall be sent by certified or registered mail, return receipt requested, by the City to the owner at the last known address of the wireless provider. If the small wireless facility is not removed within 90 days of such notice, the City may remove or cause the removal of such facility pursuant to the terms of its pole attachment agreement for municipal utility poles or through whatever actions are provided for abatement of nuisances or by other law for removal and cost recovery. A wireless provider shall provide written notice to the City if it sells or transfers small wireless facilities within the jurisdiction of the City. Such notice shall include the name and contact information of the new wireless provider.

SEC. 14. DESIGN STANDARDS.

In addition to any other applicable design standards as set forth in in this Article or in an applicable code or law, a wireless provider shall comply with the following design standards:

A. Screening. Whenever any equipment or appurtenances, i.e., cabinet, controller, etc., are to be installed, screening must be installed to minimize the visibility of such equipment or appurtenance and shall not be permitted to obstruct sight lines or to create other traffic or safety problems.

B. Color and Stealth. All small wireless facilities, including all related equipment and appurtenances, must be a color that blends with the surroundings of the utility pole, wireless support structure, or other structure on which such facility or equipment is mounted, placed, or collocated. The color must be comprised of nonreflective materials which blend with the materials and colors of the surrounding area and structures. The applicant shall use good faith efforts to employ reasonable stealth techniques to conceal the appearance of a small wireless facility or its related equipment and appurtenances.

C. Utility Poles; Wireless Support Structures; Extensions. Any utility pole extension or wireless support structure extension must blend with the color of the utility pole or wireless support structure upon which such extension is mounted. Any new utility pole or replacement utility pole shall not be wood and must blend with the color, style, and structure of any surrounding utility poles or wireless support structures.

D. Size. The applicant shall make good faith efforts to ensure the silhouette of a small wireless facility and its related equipment and appurtenances are reduced to minimize visual impact.

SEC. 15. SAFETY STANDARDS.

In addition to any other applicable safety standards as set forth in in this Article or in an applicable code or law, a wireless provider shall comply with the following safety standards:

A. A small wireless facility and any related equipment or appurtenance shall not be collocated in a manner so as to obstruct or interfere with a motorist's view of roadways, nor shall any small wireless facility and any related equipment or appurtenance be collocated in a manner that obstructs the view of a motorist at an intersection

B. All small wireless facilities shall comply with tornado design standards as contained in the EIA-TIA 222 (latest version).

C. Any and all transmission cables and cable trays deployed horizontally above the ground between any number of small wireless facilities and its equipment, or between any number of small wireless facilities, or between any number of small wireless facilities' equipment, shall be at least eight feet above the ground at all points.

D. Wires and cables connecting the antenna to the remainder of the small wireless facility must be installed in accordance with the national electrical code, national electrical safety code, and any other applicable code adopted by the City Code and in force at the time of the installation of the small wireless facility. Any wiring must be covered with an appropriate cover. No wiring or cabling serving the facility will be allowed to interfere with any existing uses.

E. No signage is permitted on any small wireless facility or its related equipment or appurtenances other than signs that are required for public safety purposes, by law, or by the FCC, FAA, or other similar governmental agency.

SEC. 16. DISPUTE RESOLUTION.

The Circuit Court of McLean County shall have exclusive jurisdiction to resolve all disputes arising under the Small Wireless Facilities Deployment Act. Pending resolution of a dispute concerning rates for collocation of small wireless facilities on municipal utility poles within the right-of-way, the City shall allow the collocating person to collocate on its poles at annual rates of no more than \$200 per year per municipal utility pole, with rates to be determined upon final resolution of the dispute.

SEC. 17. INDEMNIFICATION.

A wireless provider shall indemnify and hold the City and its officers, employees, and agents harmless against any and all liability or loss from personal injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of the City improvements or right-of-way associated with such improvements by the wireless provider or its employees, agents, or contractors arising out of the rights and privileges granted under this Ordinance and the Act. A wireless provider has no obligation to indemnify or hold harmless against any liabilities and losses as may be due to or caused by the sole negligence of the City or its employees or agents. A wireless provider shall further waive any claims that they may have against the City with respect to consequential, incidental, or special damages, however caused, based on the theory of liability.

SEC. 18. INSURANCE.

The wireless provider shall carry, at the wireless provider's own cost and expense, the following insurance:

- (i) property insurance for its property's replacement cost against all risks;
- (ii) workers' compensation insurance, as required by law; or
- (iii) commercial general liability insurance with respect to its activities on the City improvements or rights-of-way to afford minimum protection limits consistent with its requirements of other users of City improvements or rights-of-way, including coverage for bodily injury and property damage.

The wireless provider shall include the City as an additional insured on the commercial general liability policy and provide certification and documentation of inclusion of the City in a commercial general liability policy prior to the collocation of any wireless facility.

A wireless provider may self-insure all or a portion of the insurance coverage and limit requirement required by the City. A wireless provider that self-insures is not required, to the extent of the self-insurance, to comply with the requirement for the name of additional insureds under this Section. A wireless provider that elects to self-insure shall provide to the City evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage limits required by the City.

SEC. 19. SEVERABILITY.

If any provision of this Ordinance or application thereof to any person or circumstances is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

Section 3 Effective Date. This Ordinance shall be in full force and effect upon passage and approval.

PASSED this 23rd day of July 2018.

APPROVED this _____ day of July 2018.

APPROVED:

Tari Renner, Mayor

ATTEST:

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

REGULAR AGENDA



REGULAR AGENDA ITEM NO. 8A

FOR COUNCIL: July 23, 2018

SPONSORING DEPARTMENT: Parks, Recreation & Cultural Arts

SUBJECT: Consideration of a Resolution Waiving the Formal Bidding Process to enter into a Venue Agreement with LiveBarn, Inc. for the addition, installation and operation of an Automated Sports Broadcasting System at the Pepsi Ice Center, at no cost to the City, as requested by the Parks, Recreation & Cultural Arts Department.

RECOMMENDATION/MOTION: The Resolution Waiving the Formal Bidding Process and approving a Venue Agreement with LiveBarn, Inc., for the installation and operation of an Automated Sports Broadcasting System at the Pepsi Ice Center 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.
- Goal 5. Great Place – Livable, Sustainable City.
- Goal 6. Prosperous Downtown Bloomington.

STRATEGIC PLAN SIGNIFICANCE:

- Objective 1d. City services delivered in the most cost effective, efficient manner.
- Objective 5d. Appropriate leisure and recreation opportunities responding to the needs of residents.
- Objective 6c. Downtown becoming a community and regional destination.

BACKGROUND: The Pepsi Ice Center is requesting approval of an agreement LiveBarn, Inc. (“LiveBarn”) for the installation of a fully automated sports broadcasting system to broadcast amateur and youth sporting events. LiveBarn provides a unique proprietary service, using cutting edge technology that follows the flow of an event without an operator and allows members viewership, that has been successfully implemented in over 510 Ice Rinks, including 42 in Illinois.

Under the agreement, LiveBarn will, at its own expense, install and maintain all hardware, software and internet bandwidth required for the operation and maintenance of the Automated Online Broadcast Service. The initial installation will occur within six months from the date of this Agreement and LiveBarn will explain onsite exactly where any hardware or other components will be installed. Installation will only proceed with the consent of the City, which consent will be deemed upon LiveBarn undertaking its installation. The initial installation for each Ice Rink Sheet will include one (1) computer, one (1) router, one (1) modem, between one (1) and three (3) power converters, and three (3) video cameras to be placed on the side walls or on the beams or columns extending from the walls. The internet connection and computer will be located adjacent to the respective Ice Rink Sheet in a secure location with electrical power outlets. The exact selection of camera locations will be made after consideration for optimal broadcast quality and avoidance of

any obstruction. All cameras will be placed on the same one side of each Ice Rink Sheet. Any modification to the installation will only be undertaken with the permission and process with the City as outlined above.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Bloomington Parks, Recreation and Cultural Arts programs, McLean County Youth Hockey, Amateur Hockey Association of Illinois, Bloomington Thunder Hockey, Illinois State University Hockey, and USA Hockey.

FINANCIAL IMPACT: No cost to the City. LiveBarn Inc. will receive revenue from the subscription of users to their service and a portion of these revenues will go to the Venue Owner (City of Bloomington – Pepsi Ice Center). Live Barn currently charges \$14.95 per month for their Standard service and \$24.95 per month for their Premium.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Eric Veal - Assistant Director Parks,
Recreation and Cultural Arts

Reviewed By: Jay Tetzloff - Director Parks,
Recreation and Cultural Arts

Finance & Budgetary Review By: Chris Tomerlin, Budget Analyst
Scott Rathbun, Interim Finance Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- Resolution LiveBarn Agreement
- Venue Agreement LiveBarn

RESOLUTION NO. 2018 – _____

A RESOLUTION AUTHORIZING WAIVING THE TECHNICAL BIDDING REQUIREMENT AND APPROVING THE VENUE AGREEMENT WITH LIVEBARN INC.

WHEREAS, the City’s Parks, Recreation and Cultural Arts - Pepsi Ice Center does not have an automated sports broadcasting system; and

WHEREAS, City staff from the Parks, Recreation and Cultural Arts and Pepsi Ice Center have identified the top producer of an automated sports broadcasting system in LiveBarn Inc. that will most directly meet the needs of the City at no cost to the City; and

WHEREAS, as software solutions are unique and difficult to bid, City staff requests the formal bidding process be waived and the Mayor be authorized to contract with LiveBarn Inc. for the Parks, Recreation and Cultural Arts – Pepsi Ice Center facility, an automated sports broadcasting system.

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

That the recitals set forth above are incorporated herein, the formal bidding requirements waived, and Mayor is authorized to secure the LiveBarn, Inc. automated sports broadcasting system Venue Agreement, and authorized to execute any necessary documents to effectuate the purchase.

PASSED this 23rd day of July 2018.

APPROVED this _____ day of July 2018.

CITY OF BLOOMINGTON:

ATTEST:

Tari Renner, Mayor

Cherry Lawson, City Clerk

DATE: July 23, 2018

BETWEEN: LIVEBARN INC. (“LiveBarn”)

and

City of Bloomington

(“Venue Owner”)

WHEREAS LiveBarn Inc. and Venue Owner wish to enter into this Agreement pursuant to which LiveBarn will install at Venue Owner’s ice rink sheet described in the attached Schedule “A” (each being a “Ice Rink Sheet”) a fully automated sports broadcasting system for the delivery of live and/or on demand video and audio streaming to internet connected devices such as smartphones, computers or tablets (the “Automated Online Broadcast Service”);

NOW, THEREFORE, in consideration for the mutual promises set out below, and for other good and valuable consideration acknowledged by the parties, LiveBarn and Venue Owner agree as follows:

1 AUTOMATED ONLINE BROADCAST SERVICE

1.1 LiveBarn shall, at its own expense, install and maintain all hardware, software and internet bandwidth required for the operation and maintenance of the Automated Online Broadcast Service in regards to each Ice Rink Sheet. The initial installation will occur within six months from the date of this Agreement (such six month date being herein referred to as the “Latest Install Date”); it will be scheduled with the written approval (including email) of Venue Owner, and concurrently with the installation, LiveBarn will specifically explain to Venue Owner representative onsite exactly where any hardware or other components will be installed. Installation will then only proceed with the consent of Venue Owner which consent will be deemed upon LiveBarn undertaking its installation. The initial installation for each Ice Rink Sheet shall include one (1) computer, one (1) router, one (1) modem, between one (1) and three (3) power converters, and three (3) video cameras to be placed on the side walls or on the beams or columns extending from the walls. The internet connection and computer shall be located adjacent to the respective Ice Rink Sheet in a secure location with electrical power outlets. The exact selection of camera locations will be made after consideration for optimal broadcast quality and avoidance of any obstruction. All cameras will be placed on the same one side of each Ice Rink Sheet. Any modification to the installation will only be undertaken with the permission and process with Venue Owner as outlined above. Venue Owner shall assume the cost of electricity for the components installed in connection with this Agreement.

1.2 In addition LiveBarn shall, at its expense, install one (1) 40 to 50 inch video screen immediately above or adjacent to the main entry door to each Ice Rink Sheet which screen will continuously display a live broadcast from that Ice Rink Sheet (from 8:00AM to midnight) of the Automated Online Broadcast Service.

1.3 Title to all hardware, software, and wiring shall remain in the name of LiveBarn.

1.4 All content broadcast using the Automated Online Broadcast Service, including the video and audio relating to all sports and recreational activities occurring on each Ice Rink Sheet (collectively, the “Content”), will be made available to LiveBarn’s subscribers on a monthly subscription basis, subject to sections 1.7 and 1.8 below. LiveBarn will determine the pricing for its offerings of the Automated Online Broadcast Service. From time to time LiveBarn may provide a free trial at its discretion.

1.5 LiveBarn shall be the exclusive owner of all rights in and to the Content, and shall have the exclusive right to broadcast the Content for all purposes and in any manner it determines in its sole discretion, including by providing its broadcast signal to national broadcasters and digital media distributors. Without limiting the foregoing, the Venue Owner acknowledges that online distributions of the Content from each Ice Rink Sheet will be made available to all subscribers of the Automated Online Broadcast Service, subject to sections 1.7 and 1.8 below.

1.6 LiveBarn will provide Venue Owner with an exclusive online administrative password to enable Venue Owner in its discretion to “blackout” any particular dates or time periods from being broadcast on any selected Ice Sheet (the “Blackout Restrictions”).LiveBarn will also provide Venue Owner with the ability in its discretion to restrict viewer access to any broadcasts from its Venue to a pre-selected potential audience for privacy purposes.

1.7 During the Term (as defined below), LiveBarn will provide Venue Owner with three (3) complimentary LiveBarn accounts for each Ice Rink Sheet.

1.8 LiveBarn will hold Venue Owner harmless for any injuries to LiveBarn employees and agents in connection with their work.

TERM AND TERMINATION

2.1 The term of this Agreement commences on the date hereof and continues until the six year anniversary of the Latest Install Date (the “Term”), and it will automatically renew for successive terms of two (2) years, unless either party notifies the other in writing of its intent to discontinue this Agreement at least ninety (90) days before the expiration of the then current term.

2.2 Notwithstanding the foregoing, but subject to Subsection 3.1 below, either party shall have the right to terminate this Agreement for any reason upon giving thirty (30) days written notice to the other party.

2.3 Upon termination of this Agreement by expiration of the term or for any other cause, LiveBarn shall, at its own cost and expense, remove all hardware, software and wiring from Venue Owner's location and restore the premises to its' previous condition.

3 EXCLUSIVITY

3.1 In consideration for the investment of time⁵ and expense incurred by LiveBarn to fulfill its obligations under this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Venue Owner hereby declares and agrees that from the commencement date of the Term to the termination of this Agreement LiveBarn shall have the absolute exclusivity to broadcast Content from each of the Ice Rink Sheets using an automated online broadcasting system.

3.2 The Venue Owner hereby declares and acknowledges that the foregoing exclusivity is reasonable in the circumstances, and that LiveBarn is relying upon such exclusivity in connection with the provision of the Automated Online Broadcast Service and that LiveBarn would not have entered into this Agreement without such exclusivity.

4 SUPPLY OF AUTOMATED ONLINE BROADCAST SERVICE

4.1 LiveBarn will use reasonable skill and care to make the Automated Online Broadcast Service available throughout the Term. Notwithstanding the foregoing, LiveBarn shall have no responsibility, liability, or obligation whatsoever to Venue Owner, or any other third party, for any interruptions of the Automated Online Broadcast Service.

4.2 LiveBarn may, without any liability to Venue Owner, suspend the supply of all or part of the Automated Online Broadcast Service upon giving Venue Owner notice. This would occur if the LiveBarn equipment is repeatedly damaged or LiveBarn is unable to obtain a sufficient internet signal to the venue. In the event of such suspension lasting more than sixty (60) days this agreement shall terminate.

4.3 The Venue Owner agrees to notify LiveBarn by email to venuesupport@livebarn.com as soon as it becomes aware of any interruption or malfunction with the Automated Online Broadcast Service. Venue Owner will not be responsible for damage or malfunction of any equipment and LiveBarn will repair or replace at its cost any malfunctioning components

which is required. Any required service visit by LiveBarn will be scheduled with the written approval (including email) of Venue Owner. LiveBarn will specifically explain the repair, replacement or service work to Venue Owner representative onsite and this work will only proceed with the consent of Venue Owner which consent will be deemed upon LiveBarn undertaking its work.

4.4 From time to time there will be on site adjustments requiring assistance from a technically proficient person at the Venue. Venue Owner will be responsible to supply such person when necessary.

NOTICE TO PUBLIC

5.1 The Venue Owner agrees to post a notice at the entrance to its venue and inside each Ice Sheet, advising the public that the venue is monitored by video cameras for security, safety and commercial purposes, and participants waive any claim relating to the capture or public transmission of his/her participation while at the venue. LiveBarn will supply and post these notices during its initial installation and reserves the right to modify the language contained therein from time to time, in its sole discretion, to satisfy its legal obligations.

5.2 In all agreements with parties for usage of the Venue, Venue Owner will include provisions both disclosing the existence of LiveBarn broadcasting at the venue and requiring such parties to notify all their users of the Venue of this.

MARKETING

6.1 Venue Owner will provide a contact person (s) who will be responsible for interacting with LiveBarn and becoming knowledgeable about the various LiveBarn marketing and promotion initiatives. Upon installation of LiveBarn, Venue Owner will make said contact available for a 30-minute video web session, serving as an orientation into all of the best practices for introducing LiveBarn.

6.2 Venue Owner will place a LiveBarn banner or link on their website with a backlink and embedded demo video where possible. Venue Owner will do the same with any organizations, associations, clubs and affiliates that it owns that use their facility.

6.3 Venue Owner will announce the LiveBarn installation as well as embed any demo video on all of their social media networks. Venue Owner will also like and follow LiveBarn on said social media networks as well as share content when tagged, acknowledging that this will only be used when venue is directly involved with any video shared.

GENERAL

7.1 Any amendment to this Agreement must be in writing and signed by both parties.



VENUE AGREEMENT

7.2 Although LiveBarn will remain liable for its obligations hereunder, LiveBarn shall be permitted to use agents and subcontracts to perform its installation, maintenance and repair obligations hereunder, with Venue Owner’s consent.

7.3 The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

7.4 If any part of this Agreement is held to be invalid or unenforceable, that part will be severed and the rest of the Agreement will remain in force. Headings herein are for reference only.

7.5 LiveBarn hereby represents that it maintains \$2,000,000 of General Liability Insurance and all of its installed venue locations are “Additional Insured” on this insurance policy. Upon execution of this Agreement Venue Owner will be emailed a Certificate of Additional Insured with its name and location confirming its status as Additional Insured. If said certificate is not received within ten (10) business days of this Agreement’s execution, said agreement is null and void.

7.6 All notices required under this Agreement must be given in writing and by email to LiveBarn at venuesupport@livebarn.com and to Venue Owner at its address listed herein. Either party may change its address from time to time by providing notice of such change to the other party.

7.7 This Agreement describes the entire understanding and agreement of the parties, and supersedes all oral and written agreements or understandings between them related to its subject matter.

7.8 This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which taken together will be deemed to be one instrument.

7.9 This Agreement is governed by and will be interpreted under the laws of the State of Illinois. Any disputes shall be heard in the courts of the McLean County, State of Illinois.

Each party shall keep the terms contained herein confidential and neither of its directors, officers, employees, agents or representatives, where applicable, shall disclose the terms contained herein without the express written consent of the other party. However, both LiveBarn and Venue Owner recognize that this agreement is subject to release pursuant to Freedom of Information Act request.

7.10 Venue Owner will not be liable to LiveBarn by reason of inconvenience or annoyance for any damages or lost revenue due to power loss or shortage, mechanical breakdown, structural damage, roof collapse, fire, flood, renovations, improvements, alterations, or closure of the facility by it or any regulatory agency.

7.11 LiveBarn consents to Venue Owner promoting in its marketing materials that LiveBarn supplies it with the LiveBarn installed product.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and at the place first above mentioned.

LIVEBARN INC.

Per: _____

VENUE OWNER

Per: _____

Print Name: Tari Renner

PLEASE FILL OUT SCHEDULE A

SCHEDULE A

Venue Name and Address:

**Identification & Name of Each Ice Sheet:
(Example, rink 1 or rink B)**

Contact person - Venue GM or person responsible for decisions at rink:

Name:

Work Number:

Cell Phone:

Email Address:

Secondary Contact or On Site Manager:

Name:

Work Number:

Cell Phone:

Email Address:

Venue Marketing Contact:

Name:

Work Number:

Cell Phone:

Email Address:

Venue Technical Contact:

Name:

Work Number:

Cell Phone:

Email Address:



REGULAR AGENDA ITEM NO. 8B

FOR COUNCIL: July 23, 2018

SPONSORING DEPARTMENT: Administration - Facilities

SUBJECT: Consideration of a Contract with Felmley-Dickerson Company for construction of an elevator, in the amount of \$610,500, to comply with the Americans with Disabilities Act (ADA) at the Grossinger Motors Arena, formerly known as the US Cellular Coliseum (Re-Bid 2019-05), as requested by the Administration – Facilities Department.

RECOMMENDATION/MOTION: The Contract with Felmley-Dickerson Company for construction of an elevator, in the amount of \$610,500, to comply with the Americans with Disabilities Act (ADA) at the Grossinger Motors Arena, formerly known as the US Cellular Coliseum, be approved, and the Interim City Manager 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: The City is finalizing work at the Grossinger Motors Arena to address various Americans with Disabilities Act (ADA) issues. The only remaining requirement is construction of an elevator which provides an ADA compliant route between the event and concourse levels of the Arena. The Illinois Attorney General ADA deficiency notification relative to this issue is attached and restated below.

At least one accessible route shall connect each story and mezzanine in multistory buildings and facilities. IAC § 400.310(a) (7); Standards §206.2.3. Current route is not compliant with the IAC and ADA as discussed in previous meetings.

Since the facility opened, the venue has become increasingly used for concerts, shows and other entertainment events. The artists, at these type of events, require security and restricted access to many areas including hallways adjacent to the dressing rooms. When these restrictions are imposed, access to the existing elevators in the facility is closed and the general public must use stairways to move between the levels of the building. In the past, individuals with disabilities were either escorted through the restricted access areas or asked to exit the building and enter through an adjacent door to gain access to an elevator. Neither of these options complies with the ADA regulations. Construction of the proposed elevator is the most viable option to bring the facility into compliance with the ADA requirements and the Illinois Attorney General has directed the City to complete the elevator by December 31, 2018. A single bid from Felmley-Dickerson Company was received for the project. Executing this construction contract is necessary in order to achieve compliance with the Illinois Attorney General's deadline.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Re-Bid 2019-05 was advertised in The Pantagraph on May 31, 2018. A Pre-Bid meeting was held at 10:00 a.m. on June 7, 2018 at the Arena. VenuWorks has been involved throughout the design and bidding process.

FINANCIAL IMPACT: Funds totaling \$400,000 are included in the FY 2019 Budget for this project. An additional project for Arena Arc Flash will not proceed in FY 2019 and the \$200,000 budgeted will be used to help cover the cost. If needed, a budget amendment will be proposed at year-end to cover the additional \$10,500. Stakeholders can locate the project in the FY 2019 Adopted Budget under the Arena City-Building account (57107110-72520).

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Russel Waller, Facilities Manager

Reviewed By: Steve Rasmussen, Deputy City Manager

Finance & Budgetary Review By: Chris Tomerlin, Budget Analyst
Scott Rathbun, Interim Finance Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- Illinois Attorney General Correspondence
- Accessibility Issue Exhibits
- Bid Opening Record
- Contract

**US Cellular Coliseum
101 South Madison Street
Bloomington, IL 61701**

ELEVATOR ADA ISSUE

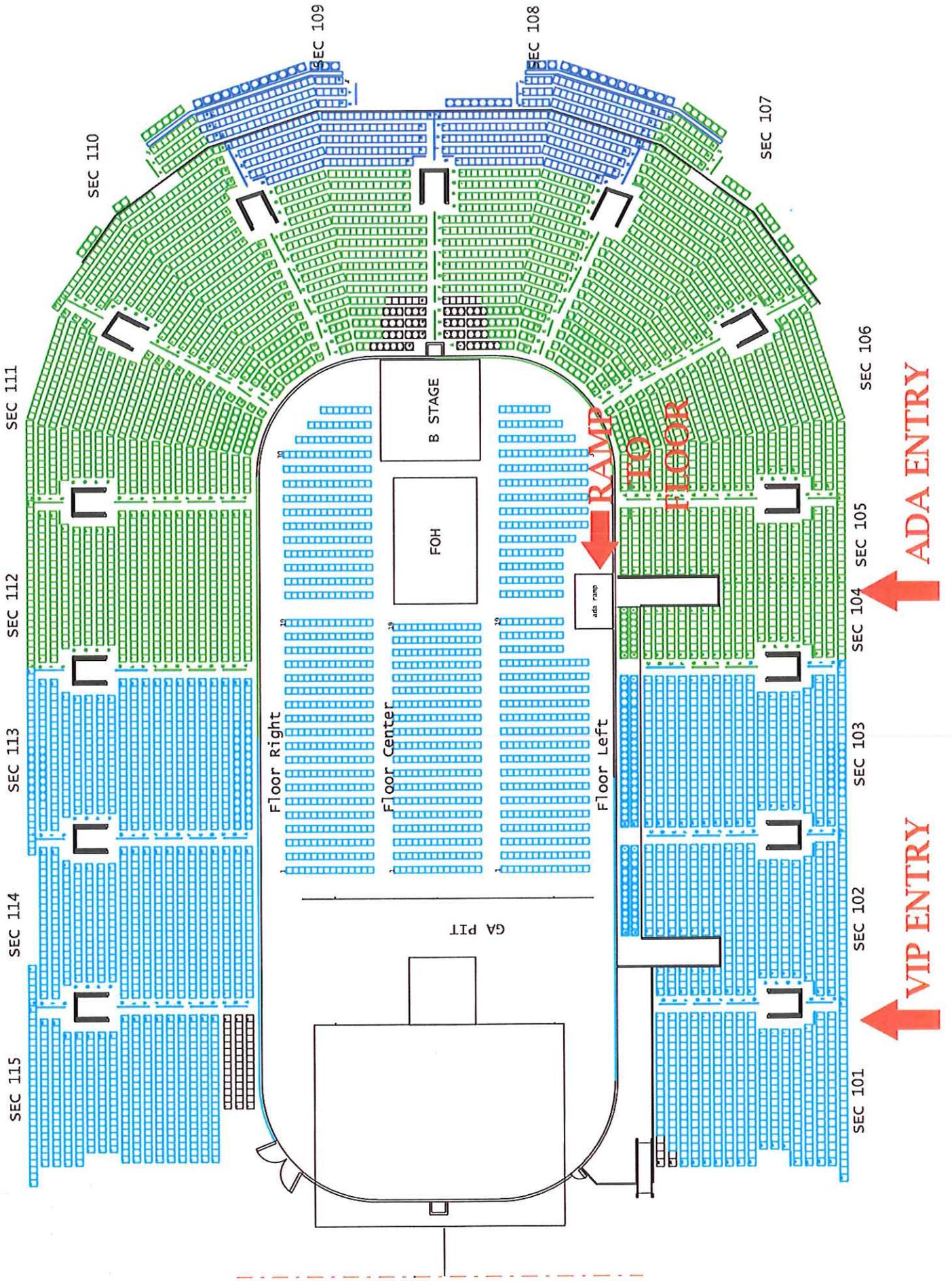
At least one accessible route shall connect each story and mezzanine in multistory buildings and facilities.
IAC § 400.310(a)(7); Standards §206.2.3.

- Current route is not compliant with the IAC and ADA as discussed in previous meetings.

Our ADA patrons are directed to enter at the VIP entry off the circle drive. From there they are scanned in and take the elevator to either the concourse or suite levels. Should they require assistance an usher is dispatched to assist them.

If their tickets are floor level, they are escorted to our floor level ADA entry. This door takes patrons directly to or from the event floor. When an ADA patron needs to go to the concourse level from the floor for concessions, merchandise, or restrooms they are escorted outside to the VIP entry, and directed to the elevator to reach the concourse.

When they return to the entry, they are again escorted outside, from the VIP entry to the ADA entry where they can return to the floor.



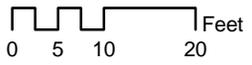
US CELLULAR COLISEUM ACCESSIBILITY ISSUE



US Cellular Coliseum

Proposed Elevator

Roosevelt Street Cul-de-Sac



CITY OF BLOOMINGTON
CONTRACT WITH
Felmley Dickerson Company
FOR
Coliseum Elevator Addition

THIS AGREEMENT, dated this 23rd day of July, 2018, is between the City of Bloomington (hereinafter "CITY") and Felmley Dickerson Company (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:
Coliseum Elevator Addition, Re-Bid 2019-05 (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: _____
Coliseum Elevator Addition, Re-Bid 2019-05.

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 up to the Contract amount of \$ 610,500.

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

Felmley Dickerson Company

By: _____
Its City Manager

By: _____
Its _____

ATTEST:

By: _____
City Clerk

By: _____
Its _____



REGULAR AGENDA ITEM NO. 8C-A

FOR COUNCIL: July 23, 2018

SPONSORING DEPARTMENT: Water Department

SUBJECT: Consideration of a Contract with CAD Construction, Inc. for replacement of the Lake Bloomington Water Treatment Plant Roof (Bid #2019-04), in the amount of \$323,139.65, as requested by the Water Department.

RECOMMENDATION/MOTION: The Contract with CAD Construction, Inc. (Bid# 2019-04) for replacement of the Lake Bloomington Water Treatment Plant New Annex Roof, in the amount of \$323,139.65 (Base Bid plus Alternate 1), be approved, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: The roof on the Lake Bloomington Water Treatment Plant Annex is approximately 32 years old and beginning to fail. During the past two years, multiple leaks in the roof have developed and been temporarily repaired. The existing roof is comprised of a single layer of asphalt shingles. Although no warranty documentation could be found, high quality asphalt shingles installed during the respective time period typically had a 30-year warranty. Given the ongoing leaks and age of the roof, complete replacement is warranted.

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

Alternate 1 includes installation of an elastomeric rubber and acrylic coating to the roof of the lime building which will protect the steel roof from the lime.

Alternate 2 includes complete removal and disposal of the existing shingle roof, removal of chimney, repair of damaged or deteriorated sheathing, repair of damaged or deteriorated rafters, and installation of a new steel roof, gutters, and downspouts to the Ranger Station.

Alternate 3 includes complete removal and disposal of the existing shingle roof, repair of damaged or deteriorated sheathing, repair of damaged or deteriorated rafters, and installation of a new steel roof, gutters, and downspouts to Davis Lodge.

Alternate 4 includes complete removal and disposal of the existing shingle roof, repair of damaged or deteriorated sheathing, repair of damaged or deteriorated rafters, and installation of new steel roof, gutters, and downspouts to the garage at lake parks.

As shown on the attached Bid Tab, only one bid from CAD Construction, Inc. was received. Their total bid for the metal roof, including the alternates, was \$429,988.40. The Water Department budgeted \$265,000.00 for the project. Due to the cost exceeding the amount budgeted, the Water Department is requesting that funds be spent to encumber the base bid and alternate one (1) only. The total bid amount for the base package and alternate 1 is \$323,139.65. The Water Department will transfer \$58,139.65 from the SCADA Master Plan capital project (50100130-72620) in order to complete the roof replacement project. The Department has recently updated two PLCs that were originally included in the SCADA Master Plan at a cost of \$58,360.00. Since the Department has reduced the amount needed for the SCADA Master Plan, the Department is requesting that funds be transferred to cover the base bid and alternate one of the roof replacement bid.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The bid package was published in The Pantagraph on May 22, 2018. A pre-bid meeting was held on May 30, 2018, with 4 roofing contractors in attendance. The bid opening was held on June 11, 2018 at 2:00 pm in City Hall.

FINANCIAL IMPACT: The FY 2019 Budget contains \$265,000 budgeted for this project. If approved, the Water Department proposes to transfer \$58,139.65 in budget from the Water Purification-Other Capital Improvement account (50100130-72620) to the Water Purification-Buildings account (50100130-72520) where the full purchase would be paid. Stakeholders can locate this in the FY 2019 Proposed Budget Book titled “Other Funds & Capital Improvement” on pages 94, 183, 217, 239 and 240.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Joseph M. Darter, Property Manager
Aaron W. Kinder, Mechanical Maintenance Superintendent
Russ Waller, Facility Manager

Reviewed By: Robert D. Yehl, PE, Water Director

Financial & Budgetary Review By: Chris Tomerlin, Budget Analyst
Scott Rathbun, Interim Finance Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended By:



Steve Rasmussen
Interim City Manager

Attachments:

- Contract
- Detailed Location
- Bid Tab
- Elastomeric Coating Data
- Elastomeric Coating Warranty
- Aerial Photograph

**CITY OF BLOOMINGTON
CONTRACT WITH**

FOR

THIS AGREEMENT, dated this ____ day of _____, 2018, 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 up to the Contract amount of \$ _____.

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

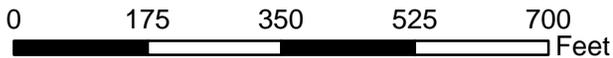
By: _____
Its _____

ATTEST:

By: _____
City Clerk

By: _____
Its _____

Water Treatment Plant Roof Replacement



City of Bloomington, Illinois
 Lake Bloomington Water Treatment Plant Roof Replacement
 Bid 2018-03
 BID TABULATION

		CAD CONSTRUCTION, INC.			
Base Bid Items		Units	Quantity	Unit Cost	Total Cost
1	Remove & Dispose Existing Roof	LS	1	\$ 35,497.35	\$ 35,497.35
2	Install New Steel Roof- Exposed Fastener	LS	1	\$ 165,371.10	\$ 165,371.10
3	Install New Steel Roof- Standing Seam	LS	1	\$ 60,191.80	\$ 60,191.80
4	Repair Deteriorated Sheathing	SF	3800	\$ 3.54	\$ 13,452.00
5	Downspout Replacement	FT	400	\$ 11.80	\$ 4,720.00
6	Gutter Replacement	FT	840	\$ 15.34	\$ 12,885.60
7	Remove & Replace Lightning Protection	LS	1	\$ 1,604.80	\$ 1,604.80
8	Rafter Repair Contingency	LS	1	\$ 8,000.00	\$ 8,000.00
Base Bid Totals					\$ 301,722.65

Alternate 1		Units	Quantity	Unit Cost	Total Cost
1	Install Coating to Lime Process Roof	LS	1	\$ 21,417.00	\$ 21,417.00
Alternative 1 Bid Totals					\$ 21,417.00
Base Bid + Alternates 1 Totals					\$ 323,139.65

Alternate 2		Units	Quantity	Unit Cost	Total Cost
2A	Remove & Dispose Existing Roof	LS	1	\$ 1,303.90	\$ 1,303.90
2B	Remove & Dispose Existing Chimney	LS	1	\$ 2,312.80	\$ 2,312.80
2C	Install New Steel Roof- Exposed Fastener	LS	1	\$ 6,487.05	\$ 6,487.05
2D	Gutter Replacement	FT	60	\$ 15.34	\$ 920.40
2E	Downspout Replacement	FT	28	\$ 11.80	\$ 330.40
2F	Repair Deteriorated Sheathing	SF	200	\$ 3.54	\$ 708.00
2D	Rafter Repair Contingency	LS	1	\$1,000	\$ 1,000.00
Alternative 2 Bid Total					\$ 13,062.55
Base Bid + Alternates 1 & 2 Totals					\$ 336,202.20

Alternate 3		Units	Quantity	Unit Cost	Total Cost
3A	Remove & Dispose Existing Roof	LS	1	\$ 11,139.20	\$ 11,139.20
3B	Install New Steel Roof- Exposed Fastener	LS	1	\$ 55,129.60	\$ 55,129.60
3C	Gutter Replacement	FT	255	\$ 15.34	\$ 3,911.70
3D	Downspout Replacement	FT	138	\$ 11.80	\$ 1,628.40
3E	Repair Deteriorated Sheathing	SF	600	\$ 3.54	\$ 2,124.00
3F	Rafter Repair Contingency	LS	1	\$2,000	\$ 2,000.00
Alternative 3 Bid Total					\$ 75,932.90
Base Bid + Alternates 1 , 2 & 3 Totals					\$ 412,135.10

Alternate 4		Units	Quantity	Unit Cost	Total Cost
4A	Remove & Dispose Existing Roof	LS	1	\$ 2,902.80	\$ 2,902.80
4B	Install New Steel Roof- Exposed Fastener	LS	1	\$ 10,614.10	\$ 10,614.10
4C	Gutter Replacement	FT	80	\$ 15.34	\$ 1,227.20
4D	Downspout Replacement	FT	34	\$ 11.80	\$ 401.20
4E	Repair Deteriorated Sheathing	SF	200	\$ 3.54	\$ 708.00
4F	Rafter Repair Contingency	LS	1	\$2,000	\$ 2,000.00
Alternative 4 Bid Total					\$ 17,853.30
Base Bid + Alternates 1 , 2, 3 & 4 Totals					\$ 429,988.40



HMIS	FLAMMABILITY
HEALTH HAZARD	REACTIVITY
0	0
1	0
0	0
SPECIFIC HAZARD	

PHYSICAL PERFORMANCE PROPERTIES

AMES® MAXIMUM-STRETCH™



Maximum-Stretch is a thick, high solids, high-grade, white, elastomeric, rubber and acrylic coating that stretches with the surface. Maximum-Stretch has several times the adhesive capability of most paint. It seals, saves and extends the life of old roofs and is an excellent choice for old tar roofs. It is white with a reflectivity of up to 98% to drastically reduce the roof temperature. Maximum-Stretch roof coating resists cracking and drastically reduces the expansion and contraction that tears roofs apart. It has been developed for cold and wet weather and formulated to resist fungus, mold and mildew. It is potable water compliant. Maximum-Stretch is environmentally friendly “green” rubber and acrylic technology. It cleans up with water, contains no solvents and is easy to use.

Appearance (cured).....	Rubber and Acrylic coating
Appearance (liquid).....	Thick, white liquid
Color.....	Bright white (Ames Maximum-Stretch may be tinted to pastel colors using universal latex colorants
Emittance ASTM C1371 Solar Reflectance	Excellent. Up to 98%. ASTM C1549
Weight.....	Approx. 10 pounds/gallon
Solvent.....	Water
Odor.....	Mild
Permeability.....	Less than one perm with 30 mils/min. of coating
Elongation.....	Up to 750%. ASTM D2370
Strength.....	100 PSI. ASTM D624
Viscosity.....	12,000 cps spdl. #7/100 RPM. Varies at 70° C. ASTM D562
PH as shipped.....	9.5 - 10
Specific Gravity.....	1.167
Freeze/Thaw Stability Test of dried material.....	At -35 degrees F, this product passes 180 degree bend test. If frozen while in liquid form, the product may be rendered unusable.
Setting time.....	30 min. - 2 hour at 50° -100° F. at less than 50% humidity
Cure time.....	Approximately 2 to 8 hours at 50° to 100° F. at less than 30% humidity
Material composition.....	Waterbase elastomeric rubber.
Toxicity.....	Non-toxic when dry. BS 6920 Part 1 Clause 7
Flash point.....	1800° C
Fire rating.....	Class “A” ASTM E-108. over AC. ASTM E-84 zero smoke
Coverage rate.....	Approx. 100 square feet per gallon
Voc Content.....	Less than 1 gram per liter

Intertek testing results for suitability of non-metallic products for use in contact with water intended for human consumption test results:

Mildew resistance.....	Pass. BS 6920 Part 1 Clause 6
BS 6920: Part 1 clause 4.....	Odour and flavour of water at 23° C. - Pass

Ames Research Laboratories, Inc., 1891 16th St SE Salem, OR USA 97302

Toll-Free: 1-888-345-0809 • Phone: 503-588-3330 • Fax: 503-364-2380 • www.amesresearch.com • amesstaff@amesresearch.com

BS 6920: Part 1 clause 5.....	Appearance of water at 40° C. - Pass
BS 6920: Part 1 clause 6.....	Growth of Aquatic Microorganisms - Pass
BS 6920: Part 1 clause 7.....	Non-cytotoxic response at 23° C. - Pass
	Non-cytotoxic response at 40° C. - Pass
BS 6920: Part 1 clause 8.....	Extraction of metals at 40° C. - Pass
ASTM C1549.....	Reflectance - Pass
ASTM C1371.....	Emittance - Pass
D 562.....	Kerbs Viscosity 85-145 KU - Pass
D 624.....	Tear Resistance, min 60 lb per inch - Pass

Formulas have been tested in accordance with ASTM E 108 E-108 Class "A" over AC.ASTM E-84 zero smoke, zero ignition. **Important:** Apply a small amount to ensure the product performs satisfactorily.

Maximum-Stretch

12-YEAR METAL ROOF GUARANTEE

A NO PEEL WARRANTY

When applied on metal this product is warranted to not peel for a period of twelve years from date of application when used according to label application instructions with good construction methods over a savable metal roof with proper drainage. Surface must be clean, bare, dry and rust free.

At the sole discretion of Ames, Ames Research Laboratories will, with proof of purchase, replace the defective product with product of an equal value on a pro-rated basis or Ames will provide a buy one get one free option.

The application shall consist of the following steps:

First step condition of application.

Clean the roof off properly and seam tape all joints with Ames Peel and Stick seam tape. Apply Ames Peel & Stick Contouring Self Adhesive Rubber Seam Tape (PS250, PS450, PS650) to all seams and joints. Seam tape around all skylights, and around all vents and where ever there are two types of metal or surfaces such as vents, wood to plastic or plastic to metal or whatever the gap may be or require.

The user will purchase and apply a minimum of two gallons per 100 sq. ft. of Ames roof coating on the first coat. For rusted metal surface, apply a second additional coat of one gallon per 100 sq. ft. of Ames roof coating as needed.

Second Step.

Upon Five (5) Years Continuing Preventative maintenance shall be performed over the entire roof that consists of an additional one (1) gallon per 100 sq. ft. of Ames Roof coating. To extend the warranty to seven (7) years period as needed.

At the end of the seventh year the user if needed will give Additional Continuing Preventative Maintenance that shall be performed by applying Ames Maximum Stretch at the rate of one (1) gallon per 100 sq. ft. over the entire roof.

This warranty in no way implies replacement due to product failure from improper application. This warranty in no way implies replacement of product due to mechanical damage due to acts of God.

This warranty does not cover damage from acts of God; such as, hurricanes, hail damage, tomadoes, or factors of nature and can nullify this warranty.

This warranty does not include labor or the cost of labor for the application of coating. This warranty applies only to the distributor or purchaser of the product and cannot be extended to any other person. Since the manner and conditions of application are beyond our control neither seller nor manufacturer shall be liable for any injury, loss or damage, direct or consequential, arising out of the use or inability to use this product. Since the product must be applied in the proper place to stop the passage of moisture, the manufacturer makes no warranty for application or applicators inability to apply the product properly to achieve a proper seal.

The product shall be applied on a clean, dry surface, in a closed, continuous, unbroken film at no less than 30 dry mils of coating thickness, which is your assurance of a closed seal when properly applied. Frozen product will solidify and is not covered under product defect warranty. This warranty gives you specific legal rights, and you may also have other rights, which may vary from state to state.

No warrantee is made of the applications ability or inability to apply the product properly or for misjudgment on inclement weather conditions.



Ames Research Laboratories, Inc.

Mailing Address:
1891 16th St. SE.
Salem, OR 97302 USA

Factory & Shipping Address:
1891 16th Street SE
Salem, OR 97302 USA



**Lime Building
Elastomeric coating**

Main Processing Building



REGULAR AGENDA ITEM NO. 8C-B

FOR COUNCIL: July 23, 2018

SPONSORING DEPARTMENT: Water Department

SUBJECT: Consideration of a Contract with George Gildner, Inc., in the amount of \$385,075, for the Water Main Replacement on Cloud Street (City Bid No. 2019-06), as requested by the Water Department.

RECOMMENDATION/MOTION: The Contract with George Gildner, Inc. for the Water Main Replacement on Cloud Drive, in the amount of \$385,075, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 1. Financially Sound City Providing Quality Basic Services. Goal 2. Upgrade City Infrastructure and Facilities.

STRATEGIC PLAN SIGNIFICANCE: Objective 1a. Budget with adequate resources to support defined services and level of services. Objective 2b. Quality Water for the Long Term. Objective 2e. Investing in the City's future through a realistic, funded capital improvement program.

BACKGROUND: To maintain the City's complex water system, the water main replacement program prioritizes those mains that are most likely to require attention. The Department performs a risk assessment for water mains that includes various likelihood and consequence of failure factors. These factors, which determine relative risk, are used to determine capital water main projects included in the Department's capital plan. The Water Department analysis indicates that the water main on Cloud Street needs to be replaced. The Water Department hired Farnsworth Group, Inc., through Council approval on Monday, January 23, 2017, (RFQ 2016-04, Resolution 1610) to prepare the design documents for the water main replacement.

The Water Department budgeted to replace the water main on Cloud Street with a new 8" ductile iron water main in FY 2019.

Request for bids for the above-mentioned project were advertised and plan sets were picked up by interested contractors. Three (3) sealed bids for the project were opened at 11:00 a.m., July 3, 2018. The following is the summary of the bids received, listed from the lowest to the highest.

The bid tabulation is attached.

Engineer's Estimate	\$395,000.00
<i>Bidders Name</i>	<i>Base Bid Amount</i>

*George Gildner	\$385,075.00
Stark Excavating Inc.	\$390,300.00
Hoerr Construction, Inc.	\$470,837.00

*Recommended, responsible low bidder.

Staff and the design engineering firm, Farnsworth Group Inc., have analyzed the bids and recommend the acceptance of the lowest bid from George Gildner, Inc. in the amount of \$385,075.00.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The invitation to bid was published on Monday, June 18, 2018, in the Pantagraph.

FINANCIAL IMPACT: Fund totaling \$380,000 are included in the FY 2019 Budget for this project under Water Transmission & Distribution-Water Main Construction & Improvement account (50100120-72540). Stakeholders can locate this in the FY 2019 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 92, 183, 217, 231 and 232. If necessary at year end, a budget amendment will be requested.

COMMUNITY DEVELOPMENT IMPACT: UEW-1 Provide quality public infrastructure within the City to protect public health, safety and the environment.

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

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

Respectfully submitted for Council consideration.

Prepared By: Brett Lueschen, Superintendent of Water Distribution

Reviewed By: Robert Yehl, PE, Water Director

Financial & Budgetary Review By: Chris Tomerlin, Budget Analyst
Scott Rathbun, Interim Finance Director

Water/Community Dev. Review By: Bob Mahrt, Community Development Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended By:



Steve Rasmussen

Interim City Manager

Attachments:

- Cloud Street Contract
- Cloud Street Bid Tabulation
- Cloud Street Bid 2019-06 Packet
- Cloud Street Location Map

**CITY OF BLOOMINGTON
CONTRACT WITH**

FOR

THIS AGREEMENT, dated this ____ day of _____, 2018, 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 up to the Contract amount of \$ 385,075.00.

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 _____

RECORD OF BID OPENING FOR:

BID #2019-06

Cloud Street Water Main Replacement

DATE: July 3, 2018

TIME: 11:00 a.m.

Rec'd Date & Time and Staff Initials	Bidder's Name	City, State	Mandatory City Documents	Bid Signed	Bid Bond	Addendum #1	Addendum #2	Base Bid Total
7/3/18 AM 10:37am	Hoerr Construction Inc	Goodfield, IL	X	X	X	X	X	470,437.00
7/3/18 AM 10:42am	Stark Excavating, Inc	Bloomington, IL	X	X	X	X	X	390,300.00
7/3/18 AM 10:52am	George Gildner, Inc	Bloomington, IL	X	X	X	X	X	385,075.00

WITNESSES:

Shirley Hble
Carol McNeill
John Hble

*Disclaimer: This is a Bid tabulation for record of the Bid opening. Bids have not been reviewed and have not been presented to council. This does not represent any Award. Prices or options/alternates will not be included on the tabulation.



INVITATION TO BID

**BID #2019-06
Cloud Street Water Main Replacement**

Mailing Address: Office of the City Clerk
City of Bloomington
109 East Olive Street
Bloomington, IL 61701

Contact Person(s): Brett Lueschen
Superintendent of Water Distribution
blueschen@cityblm.org

Carla Murillo
Procurement Manager
cmurillo@cityblm.org
309-434-2277

Bids Due: **Tuesday, July 3, 2018 at 11:00 A.M. Central Time**

CITY REQUIREMENTS TABLE OF CONTENTS

Cover Page	1
Table of Contents	2
Invitation to Bid/Legal Notice	3
Background	4
Bid Identification	4
Definitions	4
Questions	4
Bid Package	4
Rejection of Bids	4
Bid Submission	4
Non-Discrimination	5
Ex Parte Communication	5
No Bid	5
Delivery	5
Full Pricing and Contingencies	5
Payment Terms	5
Bid Evaluation	5
Quality	6
Recourse for Unsatisfactory Materials	6
Investigation	6
Proof of License, Permit, Etc.	6
Bid Form	6
Specification	6
Alternates	6
Brand Name, Model, Scope of Work, etc.	6
Default by Contractor	6
Bid Opening	7
Performance & Payment Bonds	7
Bid Bond	7
Cancellation	7
Withdrawal of Bid	7
Rejection of Bids, Waivers of Irregularity	7
Protests	8
Prevailing Wage	8
Certified Payroll Requirements	8
Substance Abuse Prevention	8
OSHA Requirements	8
Local Preference Policy	9
Security	9
Equal Opportunity Guidelines	9
Indemnification	9
Insurance Requirements	10
Gift Ban Act	11
Vendor Compliance	11
Insurance	11
Local Preference Policy Certification	12
References	13
EEO Statement	14
EEO Letter	15
Contract Compliance Report Forms	16
Prevailing Wage Resolution	20
Prevailing Wage Rates	22
Variance Form	25
City's Bid Form	26
Bid Checklist	27
Tentative Bid Schedule	27
Specifications/Bid Packet	

**LEGAL NOTICE OF
INVITATION TO BID
CITY OF BLOOMINGTON, ILLINOIS**

Sealed bids will be received at the office of the City Clerk, City Hall, 109 East Olive Street, Bloomington, Illinois 61701, until **Tuesday, July 3, 2018 at 11:00 A.M. Central time**, at which time they will be publicly opened and read for the following:

**BID #2019-06
Cloud Street Water Main Replacement**

A pre-bid meeting/site visit will be held on Tuesday, June 26, 2018 at 10:00 A.M. central time, at , Bloomington, Illinois, 61701. It is highly suggested that interested parties attend. This is the only time scheduled for a site visit.

Bid documents are to be obtained from the City of Bloomington Procurement Services by sending an email to procurement@cityblm.org. Respondents must provide their complete name, company name, street address, telephone number, fax number and their email address. Bid documents may also be obtained at the office of the City Clerk, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. Central time. Only contractors recorded with the City, as a bona fide plan holder, are eligible for the contract award.

The City of Bloomington reserves the right to reject any and all bids and to waive technicalities.

The City of Bloomington requires all contractors doing business with the City not to discriminate on the basis of race, age, color, religion, gender, ancestry, national origin, marital status, mental or physical disability unrelated to ability, familial status or sexual orientation.

Bid must be accompanied by a Bid guaranty which shall not be less than five percent (5%) of the amount of the Bid. The successful bidder will be required to provide Performance and Payment Bonds in the amount equal to 100% of the contract price, within ten (10) business days after the bid award.

Contractors shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Prevailing Wage Act (820 ILCS 130/1-12).

Carla Murillo, Procurement Manager

Published **June 18, 2018** Bloomington, Illinois

TERMS AND CONDITIONS FOR BIDDERS

BACKGROUND: The City of Bloomington, incorporated in 1856, is a home rule unit of government under the 1970 Illinois Constitution. The City of Bloomington is located in the heart of Central Illinois, approximately 125 miles southwest of Chicago, 155 miles northeast of St. Louis and 64 miles northeast of Springfield, the State Capital. The City of Bloomington is the County Seat of McLean County, the largest county in Illinois (approximately 762,240 acres). The results of the 2010 Census shows the City now has a population of 76,610 citizens. The economic strength of the City of Bloomington metropolitan area is well diversified with no single dominating industry.

BID IDENTIFICATION: Bidders are required to legibly write the bid number, bid name and due date in the lower left corner. Do **not** submit bids by fax or electronically. Bids submitted by fax or electronically cannot be accepted or considered for award. Sealed bids are required.

DEFINITION: "City" shall mean the City of Bloomington, Illinois.

QUESTIONS: Questions regarding bid/proposal procedures shall be directed to Carla Murillo, Procurement Manager, during regular working hours, telephone 309-434-2277.

Questions regarding the technical nature or performance expectations of the equipment, material, or service in the bid shall be submitted in writing to:

Brett Lueschen, Superintendent of Water Distribution, at blueschen@cityblm.org
And
Misty Shafer, Procurement Specialist, at mshafer@cityblm.org or
Fax (309) 434-2874

Questions will be answered in the form of written addenda and provided to all Bidders, as per State of Illinois statutes.

BID PACKAGE: If you have obtained this bid from the City of Bloomington web site or from a source other than directly from Procurement Services or the City Clerk, you are not on record as a plan holder. The Procurement Office takes no responsibility to provide addenda to parties not listed by the City as plan holders. It is the bidder's responsibility to check with the Procurement Office, or with the City Clerk's office prior to submitting your bid to ensure that you have a complete, up-to-date package. The original bid document maintained and on file in the City Clerk's office shall be considered the official "copy". Copies of all addenda shall be attached to the bid document as proof of receipt.

One original and two copies of the complete bid packet should be submitted to:
Bloomington City Clerk's Office
109 E. Olive Street
Bloomington, Illinois 61701

REJECTION OF BIDS: The City of Bloomington reserves the right to reject any and all bids and to waive technicalities and to accept that bid which is to be considered to be in the best interest of the City. Any such decision shall be considered final.

BID SUBMISSION: Submit (1) original and (2) copies of the entire bid packet

NON-DISCRIMINATION: The City of Bloomington requires all contractors doing business with the City not to discriminate against anyone on the basis of race, age, color, religion, gender, ancestry, national origin, marital status, mental or physical disability unrelated to ability, familial status or sexual orientation.

Contractors shall comply with the Illinois Human Rights Act, 775 ILCS 5/101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), 775 ILCS 5/1-102 and constituting of a written EEO policy and a workforce profile that demonstrates its EEO practices. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended. The contractor must have a written sexual harassment policy, which meets Illinois Compiled State Statutes, 775 ILCS, 15/3.

EX PARTE COMMUNICATION: Please note that to insure the proper and fair evaluation of a proposal or bid, the City of Bloomington prohibits ex parte communication (i.e., unsolicited) initiated by the Bidder to a City Official (i.e. City Aldermen, Mayor, etc.) or Employee evaluating or considering the proposal/bid prior to the time a selection has been made. Communication includes but is not limited to fax, phone calls, email and personal visit. Communication between Bidder and the City shall be directed in writing to the Purchasing Agent or designated contact person only. The Purchasing Agent will obtain the information or clarification needed. Ex parte communication may be grounds for disqualifying the offending Bidder from consideration or award of the proposal and repeat offenders may be disqualified from future projects.

NO BID: Contractors who are not able to submit a bid for this service, but wish to receive bid tabulation or to be assured of remaining on the City's bid list for similar services should clearly indicate on the envelope the designation “**NO BID**”. Envelopes so marked will not be considered as a formal bid, but the contents will be responded to in the appropriate manner by City of Bloomington staff. The City will issue a purchase order to the successful Contractor.

DELIVERY: F.O.B. Bloomington, IL FREIGHT PREPAID.

Delivery will be considered in making the award and the bidders shall state, in the spaces provided, expected delivery after receipt of Purchase Order. Failure to meet said delivery promises without prior consent of the City Procurement Manager may be considered a breach of faith.

FULL PRICING AND CONTINGENCIES: Please quote your best net price including delivery and discounts to meet the approval of the City. Prices shall be stated in units of quantity specified. No additional charges shall be passed to the City, including any applicable taxes, delivery or surcharges. Prices quoted shall be the final cost to the City. The City shall hold the successful bidder to the bid pricing. Additional charges for contingencies discovered by the bidder at any time after the date of the opening of this bid may not be considered for payment by the City. All prices and notations shall be in ink or typewritten. Mistakes may be crossed out and corrections made in ink and must be initialed and dated in ink by the person signing the bid. In case of error in the extension of prices, the unit price shall govern.

PAYMENT TERMS: If payment terms are not indicated, terms of NET 30 days shall be applied by the City. Payment terms to apply after receipt of invoice or final acceptance of the products/services, whichever is later. Payment terms offering less than 20 days for payment will not be considered.

BID EVALUATION: Bids will be evaluated and awarded to the lowest responsible, responsive bidder. The quality of the products/services, conformity with the specifications, suitability to the requirements, delivery terms including length of time for delivery, qualifications and references will be taken into consideration in making an award. The City will be the sole judge of acceptability of any products offered.

QUALITY: The scope of work or specification is intended to procure a quality product or service. Quality must be proven to the satisfaction of the City to meet or exceed requirements as set forth in the scope of work. Items shall be manufactured according to the highest traditions of the industry and shall meet all commercial standards of quality. The City will be the sole judge of acceptable products. Unacceptable products will be rejected and suitable price adjustments be made.

It is the bidder's task to be familiar with the referenced items and to offer only products of equal or greater quality. Samples, when requested, must be furnished free of expense, and upon request, if not destroyed, may be returned at the Bidder's risk and expense.

RECOURSE FOR UNSATISFACTORY MATERIALS: Payment shall be contingent upon the City's inspection of and satisfaction with completed work. Any defective work or materials, non-conformance to bid specifications, damaged materials, or unsatisfactory installation shall be corrected to the City's satisfaction by the successful bidder at no additional charge.

INVESTIGATION: Bidders must acquaint themselves with the policies of the City, and may do so by contacting the Procurement Manager. All questions as to the meaning of the scope of work must be resolved prior to the bid submission deadline. It is the Bidder's responsibility to check with City Clerk prior to submitting their bid to ensure that they have received all Addenda issued.

PROOF OF LICENSE, PERMIT, ETC.: Bidders must provide proof of conformance with any applicable Federal/State/Local permits, licenses, certifications, etc., or the ability to obtain any applicable Federal/State/Local permits, licenses, certifications, etc., within a reasonable time after the bid award and prior to the performance of the work. It is the bidder's responsibility to inquire about requirements of performing the job with the requesting department contact person.

BID FORM: This entire package shall be returned complete and intact with all information requested and all questions answered. Failure to do so may be considered grounds for rejection of the bid. The amount of the bid shall be stated on the form(s) provided. Variations from the Specification shall be noted on a separate sheet of paper. If more space is required to furnish a description of the service offered or delivery/start terms, the contractor may attach a letter hereto, which will be made a part of the bid.

SPECIFICATION: The Specification may, in some areas, be unique to a particular brand of product or type of service. If this situation exists, equal consideration will be given to all Bidders whose items, in the opinion of the City, meets or exceeds performance in these areas.

ALTERNATES: Trade names are used solely for the purpose of setting minimum standards of quality and performance and are not to be construed as exclusionary. Bidders are encouraged to contact the City Purchasing Department prior to the bid opening for the purpose of clarifying specifications.

BRAND NAME, MODEL, SCOPE OF WORK: All Bidders shall include with their bid brand names, models, catalog numbers, and complete information about the items they are offering. **Manufacturer's Safety Data Sheets, MSDS, are required for all chemical Bids.** Failure to do so may be considered grounds for rejection of the bid-

DEFAULT BY CONTRACTOR: In the event of default by contractor, the City reserves the right to procure the services from other sources, and hold the contractor liable for any excess costs occasioned thereby. Additionally, a contract shall not be assignable by the Contractor in whole or in part without the written consent of the City of Bloomington.

BID OPENING: Telephone/Fax/Verbal Offers Will Not Be Accepted.

Bids shall be publicly opened and read at the time and date set. It is the responsibility of the contractor to see that the bid is in the Office of the City Clerk, by the specified time and date. The date of the postmark will not be considered. Bids received after the time and date set may be returned unopened to the Contractor. This includes Bids not received as a result of mail delays. In the event that City Hall is closed for business at the time scheduled for the bid opening, sealed bids will be accepted on the next business day of the City, up to the originally scheduled time.

PERFORMANCE BOND & PAYMENT BONDS: The successful bidder will be required to provide Performance and Payment Bonds in the amount equal to 100% of the contract price, within ten (10) business days after the bid award. The Performance Bond and Payment Bond shall be duly authorized by a company licensed to do business in the State of Illinois.

BID BOND: Bids in excess of \$50,000 must be accompanied by a Bid guaranty which shall not be less than five percent (5%) of the amount of the Bid. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bonds (at par value), or a commonly accepted Bid bond form from a guaranty or surety company. The Bid bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such Bid bond shall be within the maximum amount specified for such Company in said Circular 570. No Bid will be considered complete unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of the City. Cash deposits will not be accepted. The Bid guaranty shall insure the execution of the Agreement and the furnishings of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.

Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid guaranty adjusted accordingly; otherwise the Bid will not be considered.

Certified checks or bank drafts, or the amount thereof, Bid bonds, and negotiable U.S. Government bonds of unsuccessful Bidders will be returned as soon as practical after the opening of the Bids.

CANCELLATION: Failure to comply with the terms and conditions as herein stated shall be cause for cancellation of the contract. The City will provide a written notice of unsatisfactory performance and the contractor will be allowed adequate time, typically thirty (30) days, to take corrective action and accomplish satisfactory control. If at the end of the stated time to correct, the City may deem that the contractor performance is still unsatisfactory, the contract may be canceled. The exercise of its right of cancellation shall not limit the City's right to seek any other remedies allowed by law.

WITHDRAWAL OF BID: A contractor may withdraw a bid prior to the deadline for bid submittal by submitting a request for its withdrawal. Bids received after the time for opening bids or received at any place other than the place specified will not be considered. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, will be submitted in writing and will be supported by a written determination made by the Procurement Manager.

REJECTION OF BIDS, WAIVERS OF IRREGULARITY: The City reserves the right to reject any or all bids, to waive irregularities, and to accept that bid which is considered to be in the best interest of the City. Any such decision shall be final.

PROTESTS: Any actual or prospective contractor who is aggrieved in connection with this proposal or award may protest to the City Manager within ten (10) days of the award. The protest must be submitted in writing to the Office of the City Clerk immediately after such aggrieved person knows or should have known of the facts.

PREVAILING WAGE: The State of Illinois requires under public works contracts that the general prevailing rate of wages in this locality be paid for each craft or type of worker hereunder. This requirement is in accordance with the Prevailing Wage Act (820 ILCS 130) as amended. This shall include payment of the general prevailing rate for legal holiday and overtime work. It shall be mandatory upon the subcontractor under the Contractor. A copy of the most current monthly prevailing wage rates by County is posted on the Illinois Department of Labor website at <https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/2016-Rates.aspx>. Note that the Prevailing Wage rates change monthly and it is the contractor's responsibility to ensure the correct wage is paid.

As a prerequisite of awarding construction contracts in excess of \$100,000.00, contractor(s) will provide proof of participation in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training.

CERTIFIED PAYROLL REQUIREMENTS (Public Act 94-0515): Effective August 10, 2005, contractors and subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate for that County and that the contractor is aware that filing records he or she knows to be false is a Class B misdemeanor. The certified payroll records must include for every worker employed on the public works project, the name, address, telephone number, social security number, job classification, hourly wages paid in each period, number of hours worked each day, and starting and ending time of each work day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT: The successful bidder must be in compliance with the State of Illinois HB-1855 (Public Act 095-0635), which amends the Prevailing Wage Act. Before an employer commences work on a public works project, the employer shall have in place a written program, which meets or exceeds the program requirements in this Act, to be filed with the public body engaged in the construction of the public works and made available to the general public, for the prevention of substance abuse among its employees. The testing must be performed in a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services.

OSHA REQUIREMENTS: The Occupational Safety and Health Act of 1970 (OSHA), "guarantees workers the right to a safe and healthful workplace." Under Section 5(a) (1) of the OSHA Act, the employer must "furnish to each of his employees' employment and place of employment which are free from recognized hazards that are causing or likely to cause death or serious physical harm to its employees."

There are times when the City must hire entities and individuals (contractors) to perform services. To this end, contractors hired by the City must perform their duties in a manner that is compliant with all State and Federal health and safety laws and industry guidelines. It is the responsibility of the contractor to ensure that their personnel and subcontractors comply with all State and Federal health and safety laws,

regulations and industry guidelines, including, but not limited to those set forth by: OSHA and related regulations, the Safety Inspection and Education Act, the Health and Safety Act, the National Institute of Occupational Safety and Health, the National Fire Protection Association, the Centers for Disease Control, American Industrial Hygiene Association, the American Council of Governmental Industrial Hygienists, the Environmental Protection Agency and the Department of Transportation.

LOCAL PREFERENCE POLICY: The City of Bloomington has adopted a Local Preference Purchasing Policy that is applicable in the City's competitive bidding processes, except in situations where external funding sources do not permit local preference purchasing allowances, in situations where the goods or services being purchased are available through a cooperative purchasing program, or where waived by the City. Bidders should complete the Local Preference Purchasing Policy Certificate if bidder qualifies as a local bidder under the Policy. The Policy is in place to address, in part, responsiveness and related concerns of the City. After submission, but prior to award, an offeror claiming local preference will be required to submit evidence demonstrating all the criteria for local preference is met.

SECURITY: The contractor represents and warrants to the City that neither it nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or an entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated or Blocked Person. The contractor further represents and warrants to the City that the contractor and its principals, shareholders, members, partners, or affiliates as applicable, are not directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as Specially Designated National and Blocked Person. The contractor hereby agrees to defend, indemnify and hold harmless the City of Bloomington, and all City elected or appointed officials, officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranties.

EQUAL OPPORTUNITY GUIDELINES: The City requires all contractors doing business with the City not to discriminate against anyone on the basis of race, age, color, religion, gender, sexual orientation, ancestry, national origin, and non-job-related disabilities. This program was approved by the City Council on May 27, 1974. In accordance with this program the City shall require that the contractor be familiar and comply in every respect with the provisions of this program. Information regarding the program may be obtained by contacting the Human Relations Department 309/434-2218.

INDEMNIFICATION: Contractor shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of Illinois and will survive termination of this Agreement.

CITY OF BLOOMINGTON, IL
GENERAL INSURANCE REQUIREMENTS FOR VENDORS/CONTRACTORS/BIDS

Prior to the commencement of work governed by any contract between the CITY and the contractor, the contractor shall provide the CITY satisfactory evidence of insurance coverage. A Certificate of Insurance AND any contract stating the CITY, its employees and officials as additional named insured's will be required and will also denote the description of the job. **The contractor's insurance shall be primary and non-contributory.**

All insurance coverage should be placed with a solid carrier who has no less than an A- VIII Best's Rating. The Contractor's program shall hold the CITY, its employees and officials harmless from and against all loss, cost, expense, damage, liability or claims, whether groundless or not, arising out of the bodily injury, sickness or disease (including death resulting at any time therefrom).

All coverage, as follows shall be maintained through the life of the contract and include, as a minimum:

General Liability - \$4,000,000 Bodily Injury and Property Damage (Combined Single Limit) with \$2,000,000 GL annual aggregate and will include:

- Medical payments - \$5,000
- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

Workers' Compensation and Employer's Liability –

- \$500,000 Bodily Injury by Accident
- \$500,000 Bodily Injury by Disease, policy limits
- \$500,000 Bodily Injury by Disease, each employee

Automobile Liability - \$1,000,000 Bodily Injury and Property Damage (CSL) (Owned, Non-owned and Hired vehicles should be included) and include \$10,000 medical pay per passenger.

Umbrella Liability Coverage - \$3,000,000 each occurrence, \$3,000,000 aggregate (These limits will be excess over all underlying coverage documents and would be the minimum required). **Increased limits may be required on "larger contracts" and would be at the discretion, and approval of the, CITY'S legal counsel.**

All Liability (General Liability/Auto) insurance certificates should include a "blanket additional insured" endorsement, must specify that should described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

GIFT BAN ACT: I certify that _____ (print company name), its officers, employees and agents, have not made any gifts to officers or employees of the City of Bloomington in violation of Illinois Compiled Statutes, 5 ILCS 430/Article 10, State Officers and Employees Ethics Act (commonly known as the “Gift Ban Act”). The Act is available online at: <http://www.ilga.gov/legislation/ilcs/ilcs4.asp?DocName=000504300HArt%2E+10&ActID=2529&ChapterID=2&SeqStart=1700000&SeqEnd=2200000> under.

I further certify that as a bidder, I have not violated the Bloomington City Code Chapter 2, Administration; Article I, Section 8: Officers and Employees Generally: Section 8a Prohibition on the Solicitation and Acceptance of Gifts; and 8b State Officials and Employees Ethics Act. This section of the Bloomington City Code is available online at <http://www.cityblm.org/code.asp?show=section&id=3450>.

Print Name & Date

Authorized Signature

Vendor Compliance with Public Act 85-1295: The vendor certifies by signing this statement that this bid is made without prior understanding, agreement or accord with any other person submitting a bid for the same product or service and that this bid is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Furthermore, the firm certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment as well as civil damages. The vendor also understands that failure to sign this statement will make the bid non-responsive and unqualified for award.

Print Name & Date

Authorized Signature

Company Name

Insurance: Vendors providing a service or installing equipment on or about City property shall provide to the City Clerk evidence of Comprehensive, Liability, and Workman's Compensation insurance prior to commencement of work on City property. The vendor guarantees to save the City, its agents or employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the vendor is not the patentee, assignee, or licensee.

Furthermore, the vendor hereby agrees to save and hold harmless and indemnify the City from and against all injury, death, damage, loss, claims and liability caused by or arising out of the performance of this agreement by the Vendor, its employees, agents or sub-vendors. This agreement extends to all claims, of any nature, whether made by the Vendor's employees or third parties.

Print Name & Date

Authorized Signature

Company Name

LOCAL PREFERENCE PURCHASING POLICY CERTIFICATION

The City of Bloomington has adopted a local preference purchasing policy. Under the terms of the policy local contractors may be granted a pre-determined preference in competitive bidding situations. Bids from qualified local bidders may receive the following adjustment to the submitted bid:

1. 5% up to a maximum of \$2,500 on bids of \$10,000 up to \$50,000;
2. 4% up to a maximum of \$10,000 on bids of up to \$250,000;
3. 3% up to a maximum of \$30,000 on bids of up to \$1,000,000; and
4. \$50,000 on bids of over \$1,000,000.

For purposes of comparison and consideration in awarding contracts the preferential discount will be applied to the low bid of all qualified local bidders when determining the lowest responsible bid. The City Council reserves the right to waive or amend the local preference purchasing policy in connection with any bid, when it deems it in the best interest of the citizens of Bloomington.

A Local Bidder is defined as any business that meets all of the following criteria:

1. The business has established and maintained a physical presence within the County of McLean, via the ownership or lease of a building or a portion of a building for a period of not less than 12 consecutive months; and
2. The business employs a minimum of two full time employees at the McLean County location and those employees spend the majority of their work day and work week at the McLean County location; and
3. The business is legally authorized to conduct business within the State of Illinois and the County of McLean.

The undersigned hereby certifies to the City of Bloomington that it is a Local Bidder as defined above and qualifies for the Local Bidder Preference pursuant to the City of Bloomington Local Preference Purchasing Policy.

Print Name & Date

Authorized Signature

Company Name

REFERENCES:

Three (3) references are **required** with your bid. The references shall be from three different sources where you have provided the minimum specifications as required in this bid. Bidder may use the City of Bloomington as one reference if the Bidder has provided this equipment or service to the City since January 1, 2010

(1.) Company Name: _____

Company address: _____

City: _____ State: _____ Zip: _____

Company Contact Name or Department: _____

Company Contact Telephone: _____ Fax: _____

Company Contact e-mail address: _____

(2.) Company Name: _____

Company address: _____

City: _____ State: _____ Zip: _____

Company Contact Name or Department: _____

Company Contact Telephone: _____ Fax: _____

Company Contact e-mail address: _____

(3.) Company Name: _____

Company address: _____

City: _____ State: _____ Zip: _____

Company Contact Name or Department: _____

Company Contact Telephone: _____ Fax: _____

Company Contact e-mail address: _____

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's non-compliance with the provisions of this Equal Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), or the City of Bloomington's Contract Compliance Program, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, including the City of Bloomington, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute, ordinance or regulation. During the performance of this contract, the contractor agrees as follows:

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under-utilization.

(2) That, if it hires additional employees in order to perform this contractor any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations or those of the Human Relations Commission) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, gender, sexual orientation, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, familial status, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and Human Relations Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Department's Rules and Regulations and Human Relations Commission, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations and those of the City of Bloomington's Contract Compliance Program.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations and those of the City of Bloomington's Contract Compliance Program.

(7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency, the Department and the Human Relations Commission in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission or Human Relation Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations including the City of Bloomington.



Community Relations
109 E. Olive St.
Bloomington, IL 61701-3157
(309) 434-2215 (TTY) 829-5115

To Whom It May Concern:

The City of Bloomington's Equal Opportunity in Purchasing Ordinance and the Bloomington Human Relations Ordinance requires that any company doing business with the City in the excess of \$25,000 during one year, must submit an Equal Opportunity Report Form or an Equal Opportunity Plan.

It is my understanding that your company will be or are presently a contractor for the City of Bloomington. In order for this office to approve your company to continue to conduct business with the City of Bloomington, all of the enclosed forms must be submitted to the Community Relations Division within 14 days after receipt of the requested information. If you are bidding for the opportunity to work for the City of Bloomington, the Contract Compliance Report Form enclosed in the bid packet must be completed, signed and returned in the bid packet.

Please complete the enclosed information in its entirety and return it to the Community Relations Office or with your bid packet. If your company has an approved Equal Opportunity Plan, you may submit it instead of completing the enclosed Contract Compliance Form. You must also include a breakdown of your present workforce by race and gender.

If the information requested is not submitted, your company may not be approved to do business with the City of Bloomington and could subsequently not be placed on the "Approved Contractor List."

If you should have any questions regarding either of the forms, please feel free to contact me at (309) 434-2215.

Sincerely,

HR Representative
Equal Opportunity Associate

**CITY OF BLOOMINGTON
COMMUNITY RELATIONS DIVISION**

**City of Bloomington
Community Relations Division
109 E. Olive Street
Bloomington, IL 61701**

(309) 434-2215

(309) 434-2831 (Fax)

Failure to properly complete this form prior to the execution of a contract with the City of Bloomington, or within 7 days after a request for submission of this report, may result in it being returned unprocessed thereby resulting in a delay or denial of eligibility to bid or do business with the City of Bloomington.

Section I. Identification

1. Company Name and Address:

Name: _____

D/b/a: _____

Address: _____

City/State/Zip: _____

Telephone Number(s) Area Code: _____

Check one of the following:

Corporation Partnership Individual Proprietorship Limited Liability Corp.

2. Name and Address of the Company's Principal Office (answer only if not the same as above).

Name: _____

Address: _____

City/State/Zip: _____

3. Major activity of your company (product or service):

Section II. Policies and Practices

Description of EEO Policies and Practices

A. Is it the Company's policy to recruit, hire, train, upgrade, and discipline persons without regard to race, sex, color, religion, national origin, age, mental and/or physical disability, and sexual orientation?

YES _____ NO _____

B. Has someone been assigned to develop procedures, which will assure that the EO policy is implemented and enforced by managerial, administrative, and supervisory personnel? If so, please indicate the name and title of the charged with this responsibility.

Name: _____

Title: _____

Telephone: _____

C. Has the Company developed a written Equal Opportunity Plan? **Note: A copy of the Equal Opportunity Plan must be submitted with this form in order to be considered eligible to do business with the /city of Bloomington.** If you would need technical assistance in developing your plan, please contact the Community Relations Office at: (309) 434-2215.

YES _____ NO _____

D. Has the Company developed a written policy statement prohibiting Sexual Harassment? Please attach a copy of the policy statement.

YES _____ NO _____

E. Have all recruitment sources been notified that the Company will consider all qualified applicants without regard to race, color, age, sex, national origin, religion, mental and/or physical disability, or sexual orientation?

YES _____ NO _____

F. If advertising is used, does it specify that all qualified applicants will be considered for employment without regard to race, color, age, sex, national origin, religion, mental and/or physical disability, or sexual orientation?

YES _____ NO _____

G. Has the contractor notified all of its sub-contractors of their obligations to comply with the Equal Opportunity requirements either in writing, by inclusion in subcontractors or purchase orders?

YES _____ NO _____

H. Is the Company a state certified minority/female owned business? If yes, please attach a copy of the state certification.

YES _____ NO _____

I. Does the Company have collective bargaining agreements with labor organizations?

YES _____ NO _____

J. Has the labor organization been notified of the Company’s responsibility to comply with the Equal Employment Opportunity requirements in all contracts by the City of Bloomington?

YES _____ NO _____

Section III. Employment Information

A. Please complete the company workforce analysis form on the bottom of this page. Use the number of employees as of the most recent payroll period. Be sure to complete all applicable columns.

B. Job Classifications (See descriptions attached)

C. Identify the geographical area(s) from which the company may reasonably recruit employees (use city, county, SMSA, or distance in miles from your company location).

D. If minorities and women are currently under-utilized in your workforce, please attach a copy of an explanation for your plan to recruit and hire minorities and women.

Section IV. Certification

The Company certifies that it has answered all of the foregoing questions truthfully to the best of its knowledge and belief. The Company also agrees that it will comply and abide by the City of Bloomington’s Contract Compliance Ordinance and the City of Bloomington Human Relations Ordinance.

Signature:	Print Name & Title	Telephone Number	Date

**CITY OF BLOOMINGTON
COMMUNITY RELATIONS DIVISION**

**CONTRACT COMPLIANCE
WORKFORCE ANALYSIS**

Job Categories	Overall Totals		White(Not Of Hispanic origin)		Black of African American (Not of Hispanic Origin)		Hispanic of Latino		Asian of Pacific Islander		American Indian or Alaskan Native	
	M	F	M	F	M	F	M	F	M	F	M	F
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)
Officials & Managers												
Professionals												
Technicians												
Office & Clerical												
Craft Workers (skilled)												
Operatives (semi-skilled)												
Laborers (unskilled)												
Service Workers												
TOTAL												

M= Male, Column B is sum of rows D, F, H, J, and L

F= Female, Column C is sum of Rows E, G, I, K, and M

Date of above: _____

Name of person that compiled the above data: _____

ORDINANCE NO. 2017 - 51

**AN ORDINANCE 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**

WHEREAS, the Prevailing Wage Laws, 820 ILCS 130/1 et seq., as amended, require that each public body awarding any construction contract for public work or doing such work by day labor shall ascertain the general prevailing hourly rates of wages for employees engaged on such work; and

WHEREAS, “public work”, as defined in the Prevailing Wage Law, includes commercial or industrial projects financed in whole or in part through the issuance of revenue bonds by the City of Bloomington under authority of the Industrial Project Bond Act or Home Rule Ordinance or financed in whole or in part through other public funds, without regard to what person or entity formally contracts for such work; and

WHEREAS, the statutes further provide that said rates be published, publicly posted and/or kept available for inspection by any interested party in the Office of the Secretary of State and Labor Department; and

WHEREAS, the City of Bloomington believes Prevailing Wage Law should apply to private commercial economic development projects directly supported by public funds, including projects supported by Tax Increment Financing or tax incentives of any kind; and

WHEREAS, the City of Bloomington believes that contractors awarded contracts for public work as defined by state statute and this Ordinance should, as a prerequisite to such contract, provide proof of participation in apprenticeship and training programs approved and registered with the United States Department of Labor’s Bureau of Apprenticeship and Training for all construction contracts in excess of \$100,000.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bloomington, County of McLean, State of Illinois that the prevailing wages as established and regularly updated by the Illinois Department of Labor are incorporated herein by reference as the prevailing rates of hourly wages in the City of Bloomington, Illinois for the laborers, workers and mechanics specified therein who are engaged in the construction of public works within the jurisdiction of this municipality; and

BE IT ORDAINED that the prevailing wages as established and regularly updated by the Illinois Department of Labor, last determined and as show on the attached McLean County Prevailing Wage Rates for June 2017, shall be paid to laborers, workers and mechanics specified therein when such persons perform work on private commercial economic development projects directly supported by public funds, including projects supported by Tax Increment Financing or tax incentives of any kind; and

BE IT ORDAINED that contractors shall submit to the City on a monthly basis all certified payroll records for prevailing wage work performed by contractor **employees and subcontractors**. The certified payroll records must include the following for each employee employed on the project: Name, Address, Telephone Number, Social Security Number, Job Classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day. The contractor shall submit these records with a signed statement that the records are true and accurate, that the wages paid to each worker are

not less than the prevailing rate and that the contractor is aware that filing records known to be false is a Class B misdemeanor offense; and

BE IT ORDAINED that contractors awarded contracts for public work as defined by state statute and this Ordinance should, as a prerequisite to such contract, provide proof of participation in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all construction contracts in excess of \$100,000; and

BE IT ORDAINED that nothing herein contained shall be construed to apply said prevailing hourly rates of wages in the locality to any work or employment other than public works or private commercial economic development projects directly supported by public funds as defined in the Act and this Ordinance; and

BE IT ORDAINED that contractors awarded contracts for public work as defined by state statute and this Ordinance should, as a prerequisite to such contract, obtain the current prevailing wage rates from the Illinois Department of Labor and regularly check for updated prevailing wage rates during the entire duration of said contract for the locality; and

BE IT ORDAINED that the City Clerk shall mail a copy of this Ordinance to any employer, any association of employers, and to any person or association of employees who have filed or do file their names and addresses with the Clerk requesting copies of any determination under said law of the particular rates and of the particular classes of persons whose wages will be affected by such rates; and

BE IT ORDAINED that the City Clerk shall promptly file a certified copy of this Ordinance with the Department of Labor of the State of Illinois; and

BE IT ORDAINED that the City Clerk, as required by law, shall cause to be published in a newspaper of general circulation within the area of this municipality a notice of this Ordinance and that it is the effective prevailing wage determination of this public body.

ADOPTED this 26th day of June, 2017

APPROVED this 27th day of June, 2017

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

Cherry Lawson, City Clerk

APPROVED AS TO FORM

Jeffery R. Jurgens, Corporate Counsel

Prevailing Wage rates for McLean County effective Sept. 1, 2017												
Trade Title	Region	Type	Class	Base Wage	Fore- man Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	ALL	BLD		30.05	31.05	1.5	1.5	2	7.80	13.70	0.00	0.80
ASBESTOS ABT-GEN	ALL	HWY		33.04	33.59	1.5	1.5	2	7.80	14.20	0.00	0.80
ASBESTOS ABT-MEC	ALL	BLD		32.78	35.28	1.5	1.5	2	12.12	11.70	0.00	0.72
BOILERMAKER	ALL	BLD		39.50	42.50	2	2	2	7.07	12.47	0.00	0.40
BRICK MASON	ALL	BLD		30.57	32.07	1.5	1.5	2	9.40	13.02	0.00	0.79
CARPENTER	ALL	BLD		32.00	34.25	1.5	1.5	2	8.45	17.10	0.00	0.55
CARPENTER	ALL	HWY		34.04	36.29	1.5	1.5	2	8.45	17.50	0.00	0.52
CEMENT MASON	ALL	ALL		32.12	33.12	1.5	1.5	2	6.30	15.32	0.00	0.60
CERAMIC TILE FNISHER	ALL	BLD		30.86	30.86	1.5	1.5	2	9.40	10.57	0.00	0.77
ELECTRIC PWR EQMT OP	ALL	ALL		43.76	54.80	1.5	1.5	2	6.81	12.25	0.00	0.44
ELECTRIC PWR GRNDMAN	ALL	ALL		29.96	54.80	1.5	1.5	2	6.40	8.39	0.00	0.30
ELECTRIC PWR LINEMAN	ALL	ALL		48.61	54.80	1.5	1.5	2	6.96	13.61	0.00	0.49
ELECTRIC PWR TRK DRV	ALL	ALL		31.42	54.80	1.5	1.5	2	6.44	8.80	0.00	0.31
ELECTRICIAN	ALL	BLD		36.00	39.60	1.5	1.5	2	7.06	10.79	0.00	1.00
ELECTRONIC SYS TECH	ALL	BLD		30.97	32.97	1.5	1.5	2	6.95	8.63	0.00	0.40
ELEVATOR CONSTRUCTOR	ALL	BLD		43.43	48.86	2	2	2	15.28	15.71	3.47	0.60
FENCE ERECTOR	E	ALL		36.82	38.82	1.5	1.5	2	10.66	15.47	0.00	0.64
GLAZIER	ALL	BLD		34.87	34.87	1.5	1.5	1.5	10.50	7.70	0.00	1.25
HT/FROST INSULATOR	ALL	BLD		43.70	46.20	1.5	1.5	2	12.12	12.96	0.00	0.72
IRON WORKER	E	ALL		32.61	34.51	1.5	1.5	2	10.64	11.67	0.00	0.90
IRON WORKER	W	BLD		32.41	34.31	1.5	1.5	2	10.66	15.47	0.00	0.54
IRON WORKER	W	HWY		36.82	38.82	1.5	1.5	2	10.66	15.47	0.00	0.64
LABORER	ALL	BLD		30.05	31.05	1.5	1.5	2	7.80	13.70	0.00	0.80
LABORER	ALL	HWY		32.04	32.59	1.5	1.5	2	7.80	14.20	0.00	0.80
LABORER, SKILLED	ALL	BLD		30.05	31.05	1.5	1.5	2	7.80	13.70	0.00	0.80

LABORER, SKILLED	ALL	HWY		32.04	32.59	1.5	1.5	2	7.80	14.20	0.00	0.80
LATHER	ALL	BLD		32.00	34.25	1.5	1.5	2	8.45	17.10	0.00	0.55
MACHINERY MOVER	W	HWY		36.82	38.82	1.5	1.5	2	10.66	15.47	0.00	0.64
MACHINIST	ALL	BLD		45.35	47.85	1.5	1.5	2	7.26	8.95	1.85	0.00
MARBLE FINISHERS	ALL	BLD		30.86		1.5	1.5	2	9.40	10.57	0.00	0.77
MARBLE MASON	ALL	BLD		32.61	33.86	1.5	1.5	2	9.40	10.57	0.00	0.78
MILLWRIGHT	ALL	BLD		31.74	33.99	1.5	1.5	2	8.45	17.79	0.00	0.54
MILLWRIGHT	ALL	HWY		33.59	35.33	1.5	1.5	2	8.20	16.95	0.00	0.52
OPERATING ENGINEER	ALL	BLD	1	39.69	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	BLD	2	36.83	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	BLD	3	32.12	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	HWY	1	39.69	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	HWY	2	36.83	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	HWY	3	32.12	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
PAINTER	ALL	ALL		35.35	37.35	1.5	1.5	1.5	10.30	8.20	0.00	1.35
PAINTER SIGNS	ALL	BLD		37.45	42.05	1.5	1.5	2	2.60	3.18	0.00	0.00
PILEDRIVER	ALL	BLD		33.00	35.25	1.5	1.5	2	8.45	17.10	0.00	0.54
PILEDRIVER	ALL	HWY		34.04	36.29	1.5	1.5	2	8.45	17.50	0.00	0.52
PIPEFITTER	ALL	BLD		41.85	45.89	1.5	1.5	2	7.10	12.15	0.00	1.55
PLASTERER	ALL	BLD		30.00	32.00	1.5	1.5	2	8.40	17.74	0.00	0.80
PLUMBER	ALL	BLD		41.85	46.04	1.5	1.5	2	7.10	12.15	0.00	1.55
ROOFER	ALL	BLD		31.00	32.55	1.5	1.5	2	9.00	9.20	0.00	0.30
SHEETMETAL WORKER	ALL	BLD		32.75	34.39	1.5	1.5	2	9.37	16.46	0.00	0.80
SIGN HANGER	W	HWY		36.82	38.82	1.5	1.5	2	10.66	15.47	0.00	0.64
SPRINKLER FITTER	ALL	BLD		37.12	39.87	1.5	1.5	2	8.42	8.50	0.00	0.35
STEEL ERECTOR	W	HWY		36.82	38.82	1.5	1.5	2	10.66	15.47	0.00	0.64
TERRAZZO FINISHER	ALL	BLD		30.86		1.5	1.5	2	9.40	10.57	0.00	0.77
TERRAZZO MASON	ALL	BLD		32.61	32.61	1.5	1.5	2	9.40	10.57	0.00	0.78
TILE MASON	ALL	BLD		32.61	33.86	1.5	1.5	2	9.40	10.57	0.00	0.78
TRUCK DRIVER	ALL	O&C	1	28.02	31.14	1.5	1.5	2	11.92	5.66	0.00	0.25
TRUCK DRIVER	ALL	O&C	2	28.43	31.14	1.5	1.5	2	11.92	5.66	0.00	0.25

TRUCK DRIVER	ALL	O&C	3	28.62	31.14	1.5	1.5	2	11.92	5.66	0.00	0.25
TRUCK DRIVER	ALL	O&C	4	28.88	31.14	1.5	1.5	2	11.92	5.66	0.00	0.25
TRUCK DRIVER	ALL	O&C	5	29.64	31.14	1.5	1.5	2	11.92	5.66	0.00	0.25
TRUCK DRIVER	N	ALL	1	37.91	38.26	1.5	1.5	2	8.10	7.97	0.00	0.15
TRUCK DRIVER	N	ALL	2	38.06	38.26	1.5	1.5	2	8.10	7.97	0.00	0.15
TRUCK DRIVER	N	ALL	3	38.26	38.26	1.5	1.5	2	8.10	7.97	0.00	0.15
TRUCK DRIVER	N	ALL	4	38.46	38.26	1.5	1.5	2	8.10	7.97	0.00	0.15
TRUCK DRIVER	S	ALL	1	36.15	40.04	1.5	1.5	2	12.16	5.89	0.00	0.25
TRUCK DRIVER	S	ALL	2	36.67	40.04	1.5	1.5	2	12.16	5.89	0.00	0.25
TRUCK DRIVER	S	ALL	3	36.91	40.04	1.5	1.5	2	12.16	5.89	0.00	0.25
TRUCK DRIVER	S	ALL	4	37.25	40.04	1.5	1.5	2	12.16	5.89	0.00	0.25
TRUCK DRIVER	S	ALL	5	38.23	40.04	1.5	1.5	2	12.16	5.89	0.00	0.25

Legend

M-F OT Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OSA Overtime pay required for every hour worked on Saturdays

OSH Overtime pay required for every hour worked on Sundays and Holidays

H/W Health/Welfare benefit

Explanations M/CLEAN COUNTY

FENCE ERECTOR - See Ironworkers.

IRONWORKERS (EAST) - That part of the county East of a diagonal line from Heyworth to a point half way between Chenoa and Weston.

TEAMSTERS (NORTH) - North of a straight line starting on the west side where Route 24 crosses McClean County line in a southeasterly direction to the most south-southwestern corner of Livingston County.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which

BID FORM

BID #2019-06

Cloud Street Water Main Replacement

We, the undersigned, agree to the terms and conditions used by the City of Bloomington, Illinois, at the bid price submitted, and to supply all services and/or commodities as required in the requirements and Instructions to Bidders. We further agree to deliver the commodity and/or services as outlined with in this document, FOB Bloomington, Illinois, freight prepaid.

The bidder certifies by signature below that it has not been barred from contracting with a unit of State or Local government in the State of Illinois as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

We further agree to complete all of the above work in a complete, neat, and workmanlike manner.

Payment of prevailing wage rates as predetermined by the Bloomington City Council pursuant to the Prevailing Wage Ordinance 2017-51 is acknowledged.

DESCRIPTION	AMOUNT
TOTAL BASE BID PRICE	\$ _____

The undersigned understands that any condition above, clarification made to the above, or information submitted on or with this form other than requested may render this bid unresponsive.

Firm	Authorized Signature			
Address	<table border="0" style="width: 100%; text-align: center;"> <tr> <td style="width: 33%;">City</td> <td style="width: 33%;">State</td> <td style="width: 33%;">Zip</td> </tr> </table>	City	State	Zip
City	State	Zip		
Phone Number	Date			
Email Address: _____				

BID CHECKLIST:

1. Return the entire packet – not just your response
2. Sign and Attach all addenda if any were issued
3. Sign and date all required forms
4. Include a copy of your certificate of insurance for your business and any other required certificates, permits, etc.
5. Seal the envelope and attach the label or print in the lower left corner of the outer envelope the bid/proposal name and date due
6. Your (1) original and (2) required copies
7. Bid Bond
8. Anything relative to this bid

TENTATIVE BID SCHEDULE:

A. The following projected timetable should be used as a working guide for planning purposes. The City reserves the right to adjust this timetable as required during the course of the bid process.

Action	Due Date	Due Time
BID Released	Monday, June 18, 2018	N/A
Pre-Bid / Site Visit	Tuesday, June 26, 2018	10:00 A.M. Central Time
Questions Due to City	Wednesday, June 27, 2018	3:00 P.M. Central Time
Response from City	Friday, June 29, 2018	4:00 P.M. Central Time
BIDS Due	Tuesday, July 3, 2018	11:00 A.M. Central Time
Anticipated Award Date	Monday, July 23, 2018	N/A

B. Questions will be answered in the form of written addenda and provided to all Bidders, as per State of Illinois statutes. Submit questions regarding the bid in writing to Brett Lueschen, Superintendent of Water Distribution, at blueschen@cityblm.org and Misty Shafer, Procurement Specialist, at mshafer@cityblm.org no later than 3:00 P.M., Central Time, on Wednesday, June 27, 2018.

City of Bloomington

Cloud Street Water Main Replacement

June 2018

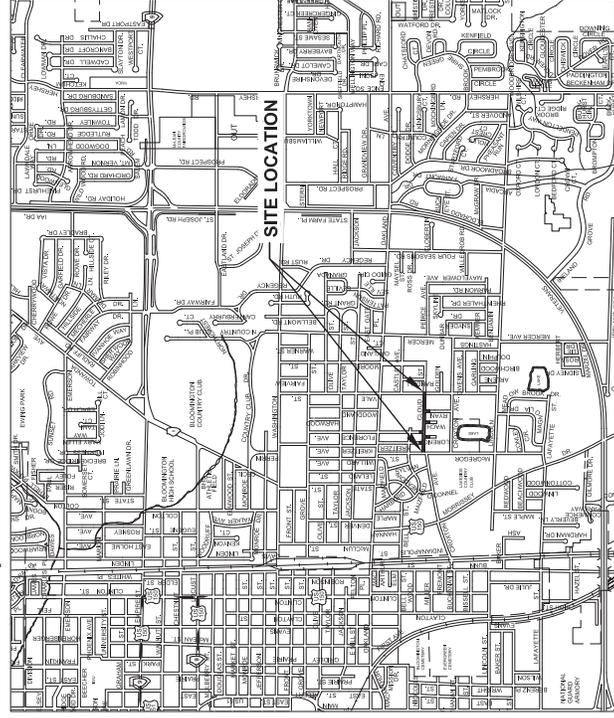
Project Manual



CITY OF BLOOMINGTON, ILLINOIS CLOUD STREET WATER MAIN REPLACEMENT

BLOOMINGTON, ILLINOIS
Section - NE 1/4, SECTION 16, T23N, R2E

Location Map



Index of Drawings

G0.1	COVER SHEET
G1.1	GENERAL NOTES & LOCATION PLAN
G1.2	WATER MAIN DETAILS
G1.3	DETAILS
G1.4	IDOT HIGHWAY STANDARDS
C1.1-C1.3	CLOUD STREET PLAN & PROFILES
C1.4	WACH DRIVE PLAN & PROFILE

Applicable Codes

1. CITY OF BLOOMINGTON MANUAL OF PRACTICE
2. STANDARD SPECIFICATIONS FOR WATER AND SEWER CONSTRUCTION IN ILLINOIS
3. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION
4. ILLINOIS PLUMBING CODE

Utility Companies

- | | |
|---|--------------|
| CITY OF BLOOMINGTON WATER | 309-64-2439 |
| BLOOMINGTON NORMAL WATER RECLAMATION DISTRICT | 309-827-4396 |
| CORN BELT ENERGY | 309-862-5330 |
| COMCAST | 224-229-5862 |
| FRONTIER | 815-895-1515 |
| LEVEL 3 COMMUNICATIONS | 877-366-6344 |
| NICOR GAS | 630-388-2362 |

Professional Registrations

I, **K. MAUER**, CERTIFY THAT THE PORTION OF THE DRAWINGS WHICH ARE MY DESIGN OR WORK OR UNDER MY CLOSE PERSONAL SUPERVISION AND CONTROL, AND WHICH ARE SEALS OR SIGNED OR OTHERWISE COVERED BY THE COMPANION:

DATE: 06/26/2018
 LICENSE NUMBER: 062.061702
 EXPIRES: 06/26/2021
 PROFESSION: CIVIL ENGINEER
 STATE OF: ILLINOIS

Project No: 0161606.01

Design Firm Registration # 184001856

Date: 1-JUNE-2018

2709 McGraw Drive - Bloomington, Illinois 61704 - Phone: (309) 663-8435 / info@f-w.com



Maizefield Ave

Kreitzer Ave

Florence Ave

Vale St

JOHN R RYAN S SUBDIVISION
DESIGN 2017
CONSTRUCTION 2018

Cloud St

Mcgregor St

Florence Ave

Wach Dr

Ryan Dr



REGULAR AGENDA ITEM NO. 8C-C

FOR COUNCIL: July 23, 2018

SPONSORING DEPARTMENT: Water Department

SUBJECT: Consideration of a Professional Services Contract with the Farnsworth Group, Inc. for Construction Observation related to the Water Main Replacement on Cloud Street (RFQ 2016-04, Resolution 16-10), not to exceed the amount of \$30,876.50, as requested by the Water Department.

RECOMMENDATION/MOTION: The Professional Services Agreement with the Farnsworth Group, Inc. for Professional Engineering Services related to the Construction Observation for the Water Main Replacement on Cloud Street, not to exceed the amount of \$30,876.50, be approved, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 1. Financially Sound City Providing Quality Basic Services. Goal 2. Upgrade City Infrastructure and Facilities.

STRATEGIC PLAN SIGNIFICANCE: Objective 1a. Budget with adequate resources to support defined services and level of services. Objective 2b. Quality Water for the Long Term. Objective 2e. Investing in the City's future through a realistic, funded capital improvement program.

BACKGROUND: Through a separate Council item on the July 23, 2018, agenda, the Water Department is requesting approval for construction of the Cloud Street Water Main Replacement capital project. The Water Department requested that Farnsworth Group, Inc. provide a proposal for construction observation services for the project.

The Water Department is not currently staffed adequately to provide construction observation for this project. Therefore, conditional to the construction approval of the water main replacement capital project, staff is requesting approval for Farnsworth Group Inc. to provide the construction observation. Consultant Construction Administration services for construction projects within the FY 2019 budget have been budgeted under the Water Department's Capital Improvement plan.

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 utility category and determined Farnsworth Group, Inc. to be the most qualified firm to do the work.

Based on Farnsworth Group's selection under RFQ 2016-04 and their experience in the design and construction of improvements of distribution systems, Farnsworth Group Inc. was asked to submit a proposal for Construction Observation for the Cloud Street water main replacement project. Farnsworth Group Inc. proposed Scope of Services and Professional Services Contract fee of \$30,876.50 is a not to exceed total. For this specific project, as outlined above, Farnsworth Group Inc. was deemed to be the most qualified and best fit for the work out of the pre-qualified Engineering firms.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Qualifications was advertised in The Pantagraph on December 4, 2015. Interviews were held in the Public Works Conference Room on February 10, 12 & 17, 2016.

FINANCIAL IMPACT: The payment for these services are budgeted under the Water Administration-Architectural & Engineering Services for Capital Projects account (50100110-70051). Stakeholders can locate this in the FY 2019 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 89.

COMMUNITY DEVELOPMENT IMPACT:
UEW-1 Provide quality public infrastructure within the City to protect public health, safety and the environment.

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

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

Respectfully submitted for Council consideration.

Prepared By: Brett Lueschen, Superintendent of Water Distribution

Reviewed By: Robert Yehl, PE, Water Director

Financial & Budgetary Review By: Chris Tomerlin, Budget Analyst
Scott Rathbun, Interim Finance Director

Water/Community Dev. Review By: Bob Mahrt, Community Development Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended By:



Steve Rasmussen
Interim City Manager

Attachments:

- Farnsworth Group Inc. Agreement
- Cloud Street Location Map



**AGREEMENT FOR PROFESSIONAL SERVICES
COST PLUS FIXED FEE**

This Agreement is effective this _____ day of _____ in the year 2018, between Farnsworth Group, Inc., hereinafter referred to as FARNSWORTH GROUP, of 2709 McGraw Drive, Bloomington, IL 61704, and the of City of Bloomington, hereinafter referred to as CLIENT, of 109 East Olive, Bloomington, IL 61701.

By signing this Agreement, CLIENT retains FARNSWORTH GROUP to provide professional services in connection with "**City of Bloomington Cloud Street Water Main Replacement Project Construction Observation**" hereinafter referred to as PROJECT.

The scope of construction for this project is generally described as the following:

1. Replacement of approximately 1,700 feet of water main on Cloud Street.
2. Replacement of existing associated valves, fittings, fire hydrants, and other appurtenances.
3. Connection of service lines to new water main and curb stops.
4. Tie-in to existing water mains.
5. All associated pavement removal, excavation, backfilling, compaction, surface restoration, and pavement patching in accordance with City Standards.

By this Agreement:

- A. The scope of FARNSWORTH GROUP's services on the PROJECT is as follows:
1. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. Engineer shall have authority to act on behalf of Owner in dealings with Contactor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. Pre-Construction Conference: Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
 3. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contact

Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.
4. Defective Work: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 5. Clarifications and Interpretations; Field Orders: Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
 6. Change Orders and Work Change Directives: Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.
 7. Shop Drawings and Samples: Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such

reviews and approvals or other action will not extend to means, methods, techniques, sequences, quantities, or procedures of construction or to safety precautions and programs incident thereto.

8. Inspections and Tests: Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
9. Disagreements between Owner and Contractor: Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
10. Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes

of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

11. Contractor's Completion Documents: Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, shop drawings, samples and other approved data, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.
12. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete.
13. Additional Tasks: Perform or provide the following additional Construction Phase tasks or deliverables:
 - a. Preparation of Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner.
14. Final Notice of Acceptability of the Work: Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor.
15. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. Subject to the provisions of this agreement, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.
16. Limitation of Responsibilities: Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

B. PROJECT deliverables and estimated schedule for FARNSWORTH GROUP's services on the PROJECT is as follows:

1. Services to be provided from the start of the Pre-Construction Conference through the Final Acceptance of the PROJECT and delivery of the PROJECT record drawings.
2. Delivery of PROJECT record drawings within 60 days of Final Acceptance of the PROJECT.

C. CLIENT agrees to compensate FARNSWORTH GROUP for providing the above scope of services and expenses as follows:

1. Method of Compensation: Cost Plus Fixed Fee

Total Compensation = DL+IHDC+(OH)(DL)+FF+ODC+SBO

Where: FF = Fixed Fee calculated based on 15.0%[DL+R(DL)+OH(DL)+IHDC]

Where: DL = Direct Labor

IHDC = In-House Direct Costs

OH = FARNSWORTH GROUP's Actual Overhead Factor

R = Complexity Factor

ODC = Outside Direct Costs

SBO = Services by Others

2. An amount equal to Direct Labor Costs plus overhead for the services of FARNSWORTH GROUP's personnel engaged directly on the PROJECT of **\$25,613.50** plus Reimbursable Expenses of **\$1,625.00**, plus FARNSWORTH GROUP's Sub-Consultant's charges, if any, of **\$0**, plus a Fixed Fee of **\$3,638.02**. The total compensation for services shall be a Maximum Not-to-Exceed amount of **\$30,876.52** based on the Cost Estimate and Man-Hour Breakdown attached as Appendix 1.
3. FARNSWORTH GROUP's Reimbursable Expenses Schedule is attached as Appendix 2.
4. FARNSWORTH GROUP may alter the distribution of compensation between the individual tasks of the work noted to be consistent with services actually rendered but shall not exceed the total compensation amount unless approved by the CLIENT.
5. The total compensation for FARNSWORTH GROUP's services incorporates all labor, overhead, fixed fees, reimbursable expenses, and FARNSWORTH GROUP's Consultant's charges.
6. The portion of the amounts billed for FARNSWORTH GROUP's services will be based on the applicable Direct Labor Costs for the cumulative hours charged to the PROJECT during the billing period by FARNSWORTH GROUP's employees

plus overhead, Reimbursable Expenses, FARNSWORTH GROUP's Consultant's charges, and the proportionate portion of the Fixed Fee.

7. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits.
8. Overhead includes the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto; the cost of general and administrative overhead which includes salaries and wages of employees engaged in business operations not directly chargeable to projects, plus non-Project operating costs, including but not limited to, business taxes, legal, rent, utilities, office supplies, insurance, and other operating costs. Overhead shall be computed as a percentage of Direct Labor Costs. Fixed Fee is the lump sum amount paid to FARNSWORTH GROUP by the CLIENT as a margin or profit and will only be adjusted by an amendment to this agreement.
9. Direct Labor Costs and Overhead applied to Direct Labor Costs along with the Maximum Not-to-Exceed Fee will be adjusted annually (as of April 2nd) to reflect equitable changes in the compensation payable to FARNSWORTH GROUP.
10. Compensation for Reimbursable Expenses
 - a. CLIENT shall pay FARNSWORTH GROUP for all Reimbursable Expenses at rates set forth in Appendix 2.
 - b. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges, reproduction of reports, drawings, specifications, bidding documents, and similar PROJECT-related items in addition to those required in Paragraph A for the scope of services above. In addition, if authorized in advance by the CLIENT, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 - c. The amounts payable to FARNSWORTH GROUP for Reimbursable Expenses will be the PROJECT-related internal expenses actually incurred or allocated by FARNSWORTH GROUP, plus all invoiced external Reimbursable Expenses allocable to the PROJECT, the latter multiplied by a factor of 1.10.
 - d. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1st) to reflect equitable changes in the compensation payable to FARNSWORTH GROUP.
11. Other Provisions Concerning Payment
 - a. Whenever FARNSWORTH GROUP is entitled to compensation for the charges of FARNSWORTH GROUP's Sub-Consultants, those charges

shall be the amounts billed by Sub-Consultants to FARNSWORTH GROUP times a factor of 1.10.

- b. Factors: The external Reimbursable Expenses and FARNSWORTH GROUP's Sub-Consultant's factors include FARNSWORTH GROUP's overhead and profit associated with FARNSWORTH GROUP's responsibility for the administration of such services and costs.
- c. Compensation Amounts:
 - i. FARNSWORTH GROUP's fee amounts that will become payable for specified services are only estimates for planning purposes for establishment of the not-to-exceed maximum fee amount under the Agreement.
 - ii. When compensation amounts have been stated herein and it subsequently becomes apparent to FARNSWORTH GROUP that the total compensation amount thus estimated will be exceeded, FARNSWORTH GROUP shall give the CLIENT notice thereof, allowing the CLIENT to consider its options, including suspension or termination of FARNSWORTH GROUP's services for CLIENT's convenience. Upon notice, the CLIENT and FARNSWORTH GROUP promptly shall review the matter of services remaining to be performed and compensation for such services. The CLIENT shall either exercise its right to suspend or terminate FARNSWORTH GROUP's services for the CLIENT's convenience, agree to such compensation exceeding said maximum fee amount, or agree to a reduction in the remaining services to be rendered by FARNSWORTH GROUP, so that total compensation for such services will not exceed said maximum fee amount when such services are completed. If the CLIENT decides not to suspend FARNSWORTH GROUP's services during negotiations and FARNSWORTH GROUP exceeds the maximum fee amount before the CLIENT and FARNSWORTH GROUP have agreed to an increase in the compensation due FARNSWORTH GROUP or a reduction in the remaining services, then FARNSWORTH GROUP shall be paid for all services rendered hereunder.
- d. To the extent necessary to verify FARNSWORTH GROUP's charges and upon the CLIENT's timely request, FARNSWORTH GROUP shall make copies of such records available to the CLIENT at cost.

The attached General Conditions are incorporated into and made a part of this Agreement.

CLIENT and FARNSWORTH GROUP hereby agree to and accept the terms and conditions stated above, including those stated in the attached General Conditions.

Farnsworth Group, Inc.
FARNSWORTH GROUP

Robert Kohlhase
Signature

Robert Kohlhase
Typed Name

Principal
Title

6/29/18
Date

Witness Signature (if required)

Typed Name

Title

Date

Shawn Maurer

Principal Contact Typed Name

smaurer@f-w.com, (309) 663-8435

Contact Information (e-mail, phone, etc.)

City of Bloomington

CLIENT

Signature

Typed Name

Title

Date

Witness Signature (if required)

Typed Name

Title

Date

Principal Contact Typed Name

Contact Information (e-mail, phone, etc.)

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME Farnsworth Group, Inc.
PRIME/SUPPLEMENT Prime

DATE 06/29/18
PTB NO. NA

CONTRACT TERM 12 MONTHS
START DATE 8/1/2018
RAISE DATE 4/1/2019

OVERHEAD RATE 181.62%
COMPLEXITY FACTOR 8
% OF RAISE 3.50%

ESCALATION PER YEAR

8/1/2018 - 4/1/2019
8 ----- 12

4/2/2019 - 8/1/2019
4 ----- 12

= 66.67%
= 1.0117

34.50%

The total escalation for this project would be:

1.17%

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT
PSB NO.

Farnsworth Group, Inc. DATE
Prime
NA

06/29/18

ESCALATION FACTOR 1.17%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Principal/Vice President	\$79.97	\$80.90
Senior Engineering Manager/Senior Land Surveying Manager	\$61.62	\$62.34
Senior Technical Manager	\$54.70	\$55.34
Engineering Manager/Land Surveying Manager	\$53.40	\$54.02
Technical Manager	\$55.14	\$55.78
Design Manager/Government Affairs Manager	\$47.70	\$48.26
Senior Project Engineer/Senior Project Land Surveyor	\$46.46	\$47.00
Senior Project Designer/Systems Integration Manager	\$46.44	\$46.98
Project Engineer/Project Land Surveyor	\$39.24	\$39.70
Project Designer/Project Technician	\$39.38	\$39.84
Senior Engineer/Senior Land Surveyor	\$38.07	\$38.51
Senior Designer	\$35.36	\$35.77
Engineer/Land Surveyor	\$34.37	\$34.77
Designer/Computer Specialist/Lead Technician	\$32.69	\$33.07
Engineering Intern II	\$32.48	\$32.86
Chief Technician	\$28.85	\$29.19
Engineering Intern I	\$27.26	\$27.58
Administrative Support	\$27.33	\$27.65
Senior Technician	\$24.01	\$24.29
Technician II	\$21.25	\$21.50
Technician I	\$17.17	\$17.37



GENERAL CONDITIONS
As modified for City of Bloomington Contracts per July 27, 2015
Communication with City Corporate Counsel Jeff Jurgens

Date: July 2018
Client: City of Bloomington

Project: Cloud Street Water Main Construction
Observation

riots, war, fire, acts of God, injunction, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or

Reference Conditions: Farnsworth Group, Inc. will hereinafter be referred to as FARNSWORTH GROUP, the above referenced Client will be referred to as CLIENT, and the above referenced Project will hereinafter be referred to either as PROJECT or by abbreviation as above set forth. FARNSWORTH GROUP is defined as including Farnsworth Group, Inc. and its subsidiaries, affiliates, contractors, subcontractors and agents, including their respective officers, directors, employees, successors and assigns.

hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

Entire Agreement: This Agreement is the entire Agreement between CLIENT and FARNSWORTH GROUP. It supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of the Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both CLIENT and FARNSWORTH GROUP.

Standard of Care: Services performed by FARNSWORTH GROUP 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. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

Modification to the Agreement: CLIENT or FARNSWORTH GROUP may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of FARNSWORTH GROUP's compensation, to which CLIENT and FARNSWORTH GROUP mutually agree shall be incorporated in this Agreement by a written amendment to the Agreement.

Statutes of Repose and Limitation: All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose of limitation begin to run any later than the date FARNSWORTH GROUP's services are completed or terminated.

Severability: If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

Assignment: Neither party to this Agreement shall transfer or assign any rights under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other party.

Waiver: No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

Precedence: These General Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding FARNSWORTH GROUP's services.

Survival: Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

Dispute Resolution: In an effort to resolve any conflicts that arise during the performance of professional services for PROJECT or following completion of PROJECT, CLIENT and FARNSWORTH GROUP agree that all disputes between them arising out of or relating to the Agreement or PROJECT shall first be negotiated between senior officers of CLIENT and FARNSWORTH GROUP for up to 30 days before being submitted to mediation. In the event negotiation and mediation are not successful, either CLIENT or FARNSWORTH GROUP may seek a resolution in any state or federal court that has the required jurisdiction within 180 days of the conclusion of mediation.

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

Timeliness of Performance: FARNSWORTH GROUP will begin work under this Agreement upon receipt of a fully executed copy of this Agreement. CLIENT and FARNSWORTH GROUP are aware that many factors outside FARNSWORTH GROUP's control may affect FARNSWORTH GROUP's ability to complete the services to be provided under this Agreement. FARNSWORTH GROUP will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Compliance with Law: In the performance of services to be provided hereunder, FARNSWORTH GROUP and CLIENT agree to comply with applicable federal, state, and local laws and ordinances and lawful order, rules, and regulations of any constituted authority.

Force Majeure: Obligations of either party under this Agreement shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes,

Suspension: CLIENT or FARNSWORTH GROUP may suspend all or a portion of the work under this Agreement by notifying the other party in writing if unforeseen circumstances beyond control of CLIENT or FARNSWORTH GROUP make normal progress of the work impossible. FARNSWORTH GROUP may suspend work in the event CLIENT does not pay invoices when due, and

FARNSWORTH GROUP shall have no liability whatsoever to CLIENT, and CLIENT agrees to make no claim for any delay or damage as a result of such suspension. The time for completion of the work shall be extended by the number of days work is suspended. If the period of suspension exceeds 90 days, FARNSWORTH GROUP shall be entitled to an equitable adjustment in compensation for start-up, accounting and management expenses.

Termination: This Agreement may be terminated for cause by either party upon written notice. Any termination shall only be for good cause such as legal, unavailability of adequate financing or major changes in the scope of services. In the event of any termination, except for cause, FARNSWORTH GROUP will be paid for all services and expenses rendered to the date of termination on a basis of payroll cost times a multiplier of 3.0 (if not previously provided for) plus reimbursable expenses, plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor FARNSWORTH GROUP, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to PROJECT or the Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both CLIENT and FARNSWORTH GROUP shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in PROJECT.

Personal Liability: It is intended by the parties to this Agreement that FARNSWORTH GROUP's services in connection with the Project shall not subject FARNSWORTH GROUP's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, CLIENT agrees that as CLIENT's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against FARNSWORTH GROUP, an Illinois corporation, and not against any of FARNSWORTH GROUP's individual employees, officers or directors.

Confidentiality: Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not reveal such information to any third party. However, nothing herein is meant to preclude either disclosing and/or otherwise using confidential information (i) when the confidential information is actually known to the receiving party before being obtained or derived from the transmitting party; or (ii) when confidential information is generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; or (iii) where the confidential information is obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereof; or (iv) is required by law or court order to be disclosed.

Reuse of Documents: All documents including reports, drawings, specifications, and electronic media furnished by FARNSWORTH GROUP and/or any subcontractor pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of this project or on any other project. Any reuse without specific written verification or adaptation by FARNSWORTH GROUP will be at CLIENT's sole risk, and without liability to FARNSWORTH GROUP, and CLIENT shall indemnify and hold harmless FARNSWORTH GROUP and/or any subcontractor from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FARNSWORTH GROUP to further compensation at rates to be agreed upon by CLIENT and FARNSWORTH GROUP. Nothing herein, however, shall limit the CLIENTS'S right to use the documents for municipal purpose, including but not limited to the CLINET'S'S right

to use the document in an unencumbered manner for purposes of remediation, remodeling and/or construction.

Subcontracting: FARNSWORTH GROUP shall have the right to subcontract any part of the services and duties hereunder without the consent of CLIENT.

Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or FARNSWORTH GROUP. FARNSWORTH GROUP's services under this

Agreement are being performed solely for CLIENT's benefit, and no other party or entity shall have any claim against FARNSWORTH GROUP because of this Agreement; or the performance or nonperformance of services hereunder; or reliance upon any report or document prepared hereunder. Neither FARNSWORTH GROUP nor CLIENT shall have any obligation to indemnify each other from third party claims. CLIENT and FARNSWORTH GROUP agree to require a similar provision in all contracts with Construction Contractors, Construction Subcontractors, vendors, and other entities involved in PROJECT to carry out the intent of this provision.

Insurance and Limitation: FARNSWORTH GROUP is covered by commercial general liability insurance in an amount not less than \$1,000,000 per occurrence, automobile liability insurance and workers compensation insurance with limits which FARNSWORTH GROUP considers reasonable. Certificates of all insurance shall be provided to CLIENT upon request in writing. CLIENT shall be named as an additional insured on all such insurance policies and FARNSWORTH GROUP shall provide a certificate evidencing such coverage prior to the commencement of work under this Agreement. Within the limits and conditions of such insurance, FARNSWORTH GROUP agrees to indemnify and hold CLIENT harmless from any loss, damage or liability arising directly from any negligent act by FARNSWORTH GROUP. FARNSWORTH GROUP shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. FARNSWORTH GROUP shall not be responsible for any loss, damage or liability arising from any act by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on PROJECT over which FARNSWORTH GROUP has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that FARNSWORTH GROUP has no duty to defend CLIENT from and against any claims, causes of action or proceedings of any kind.

Professional Liability Insurance and Limitation: FARNSWORTH GROUP is covered by professional liability insurance for its professional acts, errors and omissions, with limits which FARNSWORTH GROUP considers reasonable, but in no case less than \$2,000,000 per occurrence. Certificates of insurance shall be provided to CLIENT upon request in writing. CLIENT shall be named as an additional insured on all such insurance policies and FARNSWORTH GROUP shall provide a certificate evidencing such coverage prior to the commencement of work under this Agreement. Within the limits and conditions of such insurance, FARNSWORTH GROUP agrees to indemnify and hold CLIENT harmless from loss, damage or liability arising from professional acts by FARNSWORTH GROUP and errors or omissions that exceed the industry standard of care for the services provided. FARNSWORTH GROUP shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. FARNSWORTH GROUP shall not be responsible for any loss, damage or liability arising from any act, error or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on PROJECT over which FARNSWORTH GROUP has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that FARNSWORTH GROUP has no duty to defend CLIENT from and against any claims, causes of action or proceedings of any kind.

Additional Limitation: In recognition of the relative risks and benefits of PROJECT to both CLIENT and FARNSWORTH GROUP, the risks have been allocated such that CLIENT agrees that for the compensation herein provided FARNSWORTH GROUP cannot expose itself to damages disproportionate to the nature and scope of FARNSWORTH GROUP's services or the compensation payable to it hereunder. Therefore, to the maximum extent permitted by law, CLIENT agrees that the liability of FARNSWORTH GROUP to CLIENT for any and all causes of action, including, without limitation, contribution, asserted by CLIENT and arising out of or related to the negligent acts, errors or omissions of FARNSWORTH GROUP in performing professional services shall be limited to

the limits of FARNSWORTH GROUP'S applicable insurance limits—fifty thousand dollars (\$50,000) or the total fees paid to FARNSWORTH GROUP by CLIENT under this Agreement, whichever is greater ("Limitation"). CLIENT hereby waives and releases (i) all present and future claims against FARNSWORTH GROUP, other than those described in the previous sentence, and (ii) any liability of FARNSWORTH GROUP in excess of the Limitation. In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT acknowledges and agrees that (i) but for the Limitation, FARNSWORTH GROUP would not have performed the services, (ii) it has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may differ from the amount of Professional liability insurance required of FARNSWORTH GROUP under this Agreement, (iv) the Limitation is merely a Limitation of, and not an exculpation from, FARNSWORTH GROUP's liability and does not in any way obligate CLIENT to defend, indemnify or hold harmless FARNSWORTH GROUP, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to FARNSWORTH GROUP performing the services in accordance with the Standard of Care.

Fee Schedule: Where lump sum fees have been agreed to between the parties, they shall be so designated in the Agreement attached hereto and by reference made a part hereof. Where fees are based upon hourly charges for services and costs incurred by FARNSWORTH GROUP, they shall be based upon the hourly fee schedule annually adopted by FARNSWORTH GROUP, as more fully set forth in a Schedule of Charges attached hereto and by reference made a part hereof. Such fees in the initial year of this Agreement shall be those represented by said Schedule of Charges, and these fees will annually change at the beginning of each calendar year after the date of this Agreement.

Invoices: Charges for services will be billed at least as frequently as monthly, and at the completion of PROJECT. CLIENT shall compensate FARNSWORTH GROUP for any sales or value added taxes which apply to the services rendered under this Agreement or any amendment thereto. CLIENT shall reimburse FARNSWORTH GROUP for the amount of such taxes in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or set-offs by CLIENT unless agreed to in writing by FARNSWORTH GROUP. Invoices are delinquent if payment has not been received within 30 days from date of invoice. There will be an additional charge of 1 ½ percent per month compounded on amounts outstanding more than 45 30 days. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to FARNSWORTH GROUP per FARNSWORTH GROUP's then current Schedule of Charges.

Opinions of Cost: Since FARNSWORTH GROUP has no control over the cost of labor, materials or equipment, or over a contractor's method of determining prices, or over competitive bidding or market conditions, FARNSWORTH GROUP's opinions of probable project cost or construction cost for PROJECT will be based solely upon its own experience with construction, but FARNSWORTH GROUP cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If CLIENT wishes greater assurance as to the construction cost, CLIENT should employ an independent cost estimator.

Contingency Fund: CLIENT and FARNSWORTH GROUP acknowledge that changes may be required during construction because of possible ambiguities, inconsistencies, errors or omissions in the Contract Documents and, therefore, that the costs of the project may exceed the construction contract sum. CLIENT agrees to set aside a reserve in the amount of Five Percent (5%) of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. CLIENT further agrees to make no claim by way of direct or third party action against FARNSWORTH GROUP or subcontractors and subconsultants with respect to any payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.

Subpoenas: CLIENT is responsible, after notification, for payment of time charges and expenses resulting from the required response by FARNSWORTH GROUP and/or any subcontractor to subpoenas issued by any party other than FARNSWORTH GROUP and/or any subcontractor in conjunction with the

services performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served.

Right of Entry: CLIENT shall provide for FARNSWORTH GROUP's and/or any subcontractor's right to enter property owned by CLIENT and/or others in order for FARNSWORTH GROUP and/or any subcontractor to fulfill the scope of services for this Project. CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of this Agreement.

Utilities: CLIENT shall be responsible for designating the location of all any of CLIENT'S utility lines and subterranean structures within the property line of PROJECT. CLIENT agrees to waive any claim against FARNSWORTH GROUP and/or any subcontractor, and to indemnify and hold harmless from any claim or liability for injury or loss arising from FARNSWORTH GROUP and/or any subcontractor or other persons encountering CLIENT controlled utilities or other of CLIENT'S man-made objects that were not called to FARNSWORTH GROUP'S attention or which were not properly located on documents furnished to FARNSWORTH GROUP. CLIENT further agrees to compensate FARNSWORTH GROUP and/or any subcontractor for any time spent or expenses incurred by FARNSWORTH GROUP and/or any subcontractor in defense of any such claim, in accordance with FARNSWORTH GROUP'S and/or any subcontractor's prevailing fee schedule and expense reimbursement policy.

Aquifer Contamination: Subsurface sampling may result in contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous substances or pollutants off-site. Because subsurface sampling is a necessary aspect of services which FARNSWORTH GROUP and/or any subcontractor may provide on CLIENT'S behalf, CLIENT waives any claim against FARNSWORTH GROUP and/or any subcontractor, and agrees to indemnify and hold harmless from any claim or liability for injury or loss which may arise as a result of alleged cross contamination caused by any sampling. CLIENT further agrees to compensate FARNSWORTH GROUP and/or any subcontractor for any time spent or expenses incurred by FARNSWORTH GROUP and/or any subcontractor in defense of any such claim, in accordance with FARNSWORTH GROUP'S and/or any subcontractor's prevailing fee schedule and expense reimbursement policy.

Samples: All samples of any type (soil, rock, water, manufactured materials, biological, etc.) will be discarded sixty (60) days after submittal of project deliverables. Upon CLIENT'S authorization, samples will be either delivered in accordance with CLIENT'S instructions or stored for an agreed charge.

Recognition of Risk: CLIENT acknowledges and accepts the risk that: (1) data on site conditions such as geological, geotechnical, ground water and other substances and materials, can vary from those encountered at the times and locations where such data were obtained, and that this limitation on the available data can cause uncertainty with respect to the interpretation of conditions at CLIENT'S site; and (2) although necessary to perform the Agreement, commonly used exploration methods (e.g., drilling, borings or trench excavating) involve an inherent risk of contamination of previously uncontaminated soils and waters. FARNSWORTH GROUP'S and/or any subcontractor's application of its present judgment will be subject to factors outlined in (1) and (2) above.

Discovery of Unanticipated Hazardous Substances or Pollutants: Hazardous substances are those so defined by prevailing Federal, State, or Local laws. Pollutants mean any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Hazardous substances or pollutants may exist at a site where they would not reasonably be expected to be present. CLIENT and FARNSWORTH GROUP and/or any subcontractor agree that the discovery of unanticipated hazardous substances or pollutants constitutes a "changed condition" mandating a renegotiation of the scope of services or termination of services. CLIENT and FARNSWORTH GROUP and/or any subcontractor also agree that the discovery of unanticipated hazardous substances or pollutants will make it necessary for FARNSWORTH GROUP and/or any subcontractor to take immediate measures to protect human health and safety, and/or the environment. FARNSWORTH GROUP and/or any subcontractor agree to notify CLIENT as soon as possible if unanticipated known or suspected hazardous substances or pollutants are

encountered. CLIENT encourages FARNSWORTH GROUP and/or any subcontractor to take any and all measures that in FARNSWORTH GROUP's and/or any subcontractor's professional opinion are justified to preserve and protect the health and safety of FARNSWORTH GROUP's and/or any subcontractor's personnel and the public, and/or the environment, and CLIENT agrees to compensate FARNSWORTH GROUP and/or any subcontractor for the additional cost of such reasonable measures. In addition, CLIENT waives any claim against FARNSWORTH GROUP and/or any subcontractor, and agrees to indemnify and hold FARNSWORTH GROUP and/or any subcontractor harmless from any claim or liability for injury or loss arising from the presence of unanticipated known or suspected hazardous substances or pollutants. CLIENT also agrees to compensate FARNSWORTH GROUP and/or any subcontractor for any time spent and expenses incurred by FARNSWORTH GROUP and/or any subcontractor in defense of any such claim, with such compensation to be based upon FARNSWORTH GROUP's and/or any subcontractor's prevailing fee schedule and expense reimbursement policy. Further, CLIENT recognizes that FARNSWORTH GROUP and/or any subcontractor has neither responsibility nor liability for the removal, handling, transportation, or disposal of asbestos containing materials, nor will FARNSWORTH GROUP and/or any subcontractor act as one who owns or operates an asbestos demolition or renovation activity, as defined in regulations under the Clean Air Act.

Job Site: CLIENT agrees that services performed by FARNSWORTH GROUP and/or any subcontractor during construction will be limited to providing assistance in quality control and to deal with questions by the CLIENT's representative concerning conformance with the Contract Documents. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the Construction Contractor's or Construction Subcontractor's performance. FARNSWORTH GROUP and/or any subcontractor will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. FARNSWORTH GROUP and/or any subcontractor will not be responsible for Construction Contractor's or Construction Subcontractor's obligation to carry out the work according to the Contract Documents. FARNSWORTH GROUP and/or any subcontractor will not be considered an agent of the owner and will not have authority to direct Construction Contractor's or Construction Subcontractor's work or to stop work.

Shop Drawing Review: CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor shall review shop drawings and/or submittals solely for their general conformance with FARNSWORTH GROUP's and/or any subcontractor's design concept and general conformance with information given in the Contract Documents. FARNSWORTH GROUP and/or any subcontractor shall not be responsible for any aspects of a shop drawing and/or submittal that affect or are affected by the means, methods, techniques, sequences, and procedures of construction, safety precautions and programs incidental thereto, all of which are the Construction Contractor's or Construction Subcontractor's responsibility. The Construction Contractor or Construction Subcontractor will be responsible for dimensions, lengths, elevations and quantities, which are to be confirmed and correlated at the jobsite, and for coordination of the work with that of all other trades. CLIENT warrants that the Construction Contractor and Construction Subcontractor shall be made aware of the responsibility to review shop drawings and/or submittals and approve them in these respects before submitting them to FARNSWORTH GROUP and/or any subcontractor.

Authority and Responsibility: CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor shall not guarantee the work of any Construction Contractor or Construction Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site, or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms, or other work aids.

LEED Certification: CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor shall not guarantee the LEED certification of any facility for which FARNSWORTH GROUP and/or any subcontractor provides commissioning, LEED consulting or energy modeling services. LEED certification and the number of points awarded are solely the responsibility of the U.S. Green Building Council and Green Building Certification Institute.

Energy Models: The techniques and specific requirements for energy models used to meet LEED criteria have limitations that result in energy usage

predictions that may differ from actual energy usage. FARNSWORTH GROUP and/or any subcontractor will endeavor to model energy usage very closely to actual usage, but CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor will not be responsible or liable in any way for inaccurate budgets for energy use developed from the predictions of LEED-compliant energy models. The number of LEED points awarded for energy efficiency are solely the responsibility of the U.S. Green Building Council and Green Building Certification Institute.

Environmental Site Assessments: No Environmental Site Assessment can wholly eliminate uncertainty regarding the potential for Recognized Environmental

Conditions in connection with a Subject Property. Performance of an Environmental Site Assessment is intended to reduce, but not eliminate, uncertainty regarding potential for Recognized Environmental Conditions in connection with a Subject Property. In order to conduct the Environmental Site Assessment, information will be obtained and reviewed from outside sources, potentially including, but not limited to, interview questionnaires, database searches, and historical records. Farnsworth Group, Inc. (Farnsworth Group) cannot be responsible for the quality, accuracy, and content of information from these sources. Any non-scope items provided in the Phase I Environmental Site Assessment report are provided at the discretion of the environmental professional for the benefit of the client. Inclusion of any non-scope finding(s) does not imply a review of any other non-scope items with the Environmental Site Assessment investigation or report. The Environmental Site Assessment report is prepared for the sole and exclusive use of the client. Nothing under the Agreement between Farnsworth Group and their client shall be construed to give any rights or benefits to anyone outside the client's use and that of Farnsworth Group. All duties and responsibilities undertaken pursuant to the Agreement will be for the sole and exclusive benefit of the client and Farnsworth Group. In particular, Farnsworth Group does not intend, without its written consent, for this report to be disseminated to anyone beside the client, or to be used or relied upon by anyone beside the client. Use of the report by any other person or entity is unauthorized and such use is at their sole risk.



Maizefield Ave

Kreitzer Ave

Florence Ave

Vale St

JOHN R RYAN S SUBDIVISION
DESIGN 2017
CONSTRUCTION 2018

Cloud St

Mcgregor St

Florence Ave

Wach Dr

Ryan Dr



REGULAR AGENDA ITEM NO. 8D

FOR COUNCIL: July 23, 2018

SPONSORING DEPARTMENT: Human Resources

SUBJECT: Discussion regarding the Local Government Wage Increase Transparency Act on disclosable payments to Robert Coombs, as requested by the Human Resources Department.

RECOMMENDATION/MOTION: Informational only, as required pursuant to the Local Government Wage Increase Transparency Act, 50 ILCS 155/1.

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

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

BACKGROUND: On July 28, 2016, the Local Government Wage Increase Transparency Act (“Act”), took effect to require the disclosure and discussion of certain wage increases/payments that may have a pension impact. These payments and other required disclosures for retirement payments being made to a non-union employee were discussed in an open meeting of the Bloomington City Council on November 28, 2016 as required under the Local Government Wage Increase Transparency Act.

In Bloomington, employees were historically able to accrue sick leave and then structure the payout over a three-month period. In 2009, the City began enacting policies that ceased the structured payout of sick leave for new employees. These new policies were in place for classified employees in 2012 and in all applicable union contracts by 2014. In the fall of 2015, the City Council debated making further changes to how sick leave is paid, and approved Resolution No. 15-42. This resolution, among other things, directed City staff to continue working on potential ways to reduce its overall pension liabilities while continuing to process sick leave payouts as they have been performed in the past.

In accordance with the Local Government Wage Increase Transparency Act, the City has its third “triggering” event with the retirement of Robert Coombs. Mr. Coombs is currently a Building Official with the City of Bloomington and is a non-represented (Classified) employee in the Illinois Municipal Retirement System (IMRF) who has expressed his intent to retire from the City on October 5, 2018.

In accordance with the policies and practices of the City and as a Classified employee hired before May 1, 2012, Mr. Coombs has accrued \$36,772.32 of unused, accrued sick leave which is to be paid into his retirement health savings account (RHS) plan, to be made in three (3) equal payments in the 3 months (July, August, and September) prior to his retirement. Under Section 5(c) of the Act, the following disclosures are made:

- (1) The identity of the employee: Robert Coombs
- (2) The purpose and amount of the increases or payments: \$44,433.22 (includes \$36,772.32 of earned sick leave and \$7,660.90 of accrued vacation time that will be paid out upon retirement – assumes no sick leave usage until retirement date)
- (3) The proposed retirement date: October 5, 2018
- (4) The effect of the payment(s) upon the expected retirement annuity of the employee: an increase of \$313.87 per month
- (5) The effect of the payment(s) upon the liability of the employer to the Article 7 Fund: The disclosable payment is projected to increase the pension liability of the City by \$49,097.00.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The estimated amount of Mr. Coombs' sick leave payout is anticipated to be \$36,772.32, assuming he does not diminish his sick leave bank prior to his retirement date. The "accelerated payment" for this payout is expected to be \$49,097.00. Pursuant to legislation from 2012, the accelerated payment is the upfront funding of a pension liability and is not an additional penalty paid by the City. Payments of this type are not budgeted. Costs are expected to be absorbed by other operational savings. If necessary, a budget amendment will be processed at the end of the year.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Josh Hansen, Compensation & Benefits Mgr.

Reviewed By: Nicole Albertson, Human Resources Director

Finance & Budgetary Review By: Scott Rathbun, Interim Finance Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- None