

# Council Questions/Comments and Staff Responses Report for August 25, 2014

*as of August 25, 2014 at 1:37 p.m.*

## **WORK SESSION:**

**Alderman:** Rob Fazzini

**Item 4:** Removal of the Road Barrier on West Jefferson Street at Allin St.

**Question/Comment:** It was good to see how much effort staff placed on getting citizen input, and that staff recommendations reflected citizen input to remove the barrier and not change the directional configurations on the two streets.

My two questions are:

1. How much money would the city save if the work was done in house?
2. What specific projects would be delayed and by how long if the work was done in house?

**Staff Response:** 1) There is a concern by staff that there will not be enough funds in the utility maintenance contracts to perform this barrier removal. There has continued to be a large amount of work that is coming up to be completed. Our Streets & Sewers Division can perform this removal and replacement work. While there is a backlog of work for this division, staff believes it is the best way to accomplish this barrier removal and pavement replacement before the end of the current fiscal year. There is not an estimate on what savings there would be by doing this work with City crews.

2) There is not a specific list of projects that can be provided but it would be done by a combination of our water ditch crew and cave in crew. The work could be done before spring using concrete before the asphalt plants open up. The projects on our to do list that would be impacted would be needed cave in work and water ditch work.

**Alderman:** Rob Fazzini

**Item 5:** Pedestrian Crossings on Major Highways and Grove on Kickapoo Creek 6<sup>th</sup> Addition Infrastructure Costs

**Question/Comment:** Who is the Developer involved that claims the cost would be prohibitive? One of the letters in the packet is to Vic Armstrong, who is a developer.

1. Can the Developer purposely delay or permanently prohibit the development of this area even if it is deemed necessary for public safety?
2. What is the amount of money the City paid for infrastructure to establish the subdivision? How much did the Developer pay for infrastructure to establish the subdivision?

**Staff Response:** 1) The developer is actually Eastlake LLC which has multiple developers involved including Vic Armstrong.

2) A developer can choose to not move forward on a phase of development for many reasons including market conditions or infrastructure outlay costs. The City cannot require the timing for a particular subdivision phase. The City does have certain rights by City Code through the annexation agreement and preliminary plan.

3) Attached is a map showing the various subdivision phases of the Grove on Kickapoo Creek subdivision including previous expenditures and estimates on future City costs.

## **CONSENT AGENDA**

**Alderman:** Karen Schmidt

**Item 7D:** Towanda Ave. - Vernon Ave. Intersection Study and Planning. (Recommend that the formal bid process be waived, the Professional Engineering Service Contract with Knight E/A Inc. be approved, in an amount not to exceed \$57,097.74, the Mayor and City Clerk be authorized to execute the necessary documents, the Resolution be adopted and the corresponding Motor Fuel Tax resolution be adopted.)

**Question/Comment:** Since this is a jointly beneficial intersection improvement, why are we not splitting the costs for this portion of the work with Normal?

**Staff Response:** The intergovernmental agreement covers which legs are controlled by the different governmental entities. The City of Bloomington controls the southern and eastern legs of the intersection while the Town of Normal has control over the northern and western legs. The City of Bloomington is looking to see the value of adding a northbound right turn lane at the intersection. The added turn lane

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could significantly help with traffic congestion that is seen for this traffic movement throughout the day. Since the south leg is completely controlled by the City of Bloomington and a northbound right turn lane would not benefit the Town of Normal, there does not appear to be justification for any cost sharing component to this work.

**Alderman:** Rob Fazzini

**Item 7F:** Reject the lone Proposal and Authorize staff to negotiate an Agreement with Applied Controls, Inc. for HVAC Controls Services at the US Cellular Coliseum (USCC). (Recommend that the lone Proposal be rejected and staff be authorized to negotiate an Agreement with Applied Controls, Inc. for HVAC Controls Services for the USCC.)

**Question/Comment:** Is the \$100,000 budget for FY 2015 sufficient considering the \$64,964.06 requested for Compressor Replacement and whatever the cost of the Agreement for HVAC Controls Services?

**Staff Response:** Staff's estimate for the HVAC controls work at the Coliseum is between \$10,000 - \$16,000. This work is necessary to ensure the building systems operate efficiently.

**Alderman:** Karen Schmidt

**Item 7G:** Change Order for Sidewalk Funding and Request to Approve a Budget Amendment to Accounts (10019180 - 89410), (40100100 - 85100) and (40100100 - 72560) in the General and Capital Improvement Fund Budgets. (Recommend that the Change Order to the Contract for the 2014 Bond Sidewalk Replacement and Handicap Ramp Program in the additional amount of \$100,000 be approved, the Resolution passed, and the Ordinance Amending the Budget to add funds to Accounts (10019180 - 89410), (40100100 - 85100) and (40100100 - 72510) in the General and Capital Improvement Fund Budgets be passed. The change is germane to the original contract as signed and is in the best interest of the City of Bloomington and authorized by law.)

**Question/Comment:** I am happy to see the proposal to increase funding for these sidewalk repairs - much needed.

**Staff Response:** N/A

**Alderman:** Karen Schmidt

**Item 7K:** Text Amendment to Chapter 38, Article III, Section 87 regarding Carriage Walks. (Recommend that the Text Amendment be approved and the Ordinance passed.)

**Question/Comment:** I had a close read of the ordinance since I received a lot of feedback about this and missed our work session. I have the following questions about the ordinance details, specifically the Encroachment License:

- It appears that the current owner will be perpetually responsible for the maintenance, etc. of the carriage walk ("the owner, as well as any successor")? Even after a sale to a new owner?
- Id talks about manufacturer's specifications - not sure what this means, are carriage ways a manufactured item?
- I believe the ordinance requires that the City be added to the Owner's homeowner policies (1g)? Is this necessary and enforceable? Do we do this with any other public/parkway areas?
- It looks like the city can take away a property owner's rights to a carriage way and remove it (#6.) I don't see any information about what would trigger that happening. Do we really mean this? I think this is what started this discussion in the first place.

Also, S-4 historic properties require that the carriage way be cared for and considered in any restoration work, I think. Did we ask our own Historic Preservation Commission for feedback?

**Staff Response:** 1) The Encroachment License would be recorded on the property title which would minimize the City on liability not only for the current owner but also future owners when the property is sold. The City would be responsible for recording the license on the title. This is a benefit to the City over the current hold harmless agreements which are no longer in effect when properties change hands. The current recommendation on carriage walks strives to balance the ability of residents to have a private

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benefit in the public right of way while minimizing the City's exposure. Accordingly, if a current owner sells his or her property, the Encroachment License will become binding upon the owner's successors or heirs. At that point, the City would look only to the new owner for enforcement of the Encroachment License and/or any remedies.

2) Carriage walks are not always used for walking to the street alone. There are times when a carriage walk is used for other purposes such as placement of automated carts for refuse and/or recycling collection. Citizens sometimes use materials other than poured concrete. When citizens choose to use a proprietary product, it is in the City's best interest that the private improvement on the public right of way is installed per the manufacturer's recommendation.

3) City staff has confirmed with various insurance agents it will be possible to have the coverage extended and applied to the right-of-way improvements. Requiring such insurance coverage would likely be the only way to ensure a homeowner is financially able to indemnify and hold the City harmless from any claims related to the improvement.

4) As with any private improvement on public property, it is in the City's best interest to maintain the ability to remove the item if it is deemed to be an unresolved concern. An example could be an unresponsive difficult citizen who has a carriage walk that is dangerous even for the motoring public along the road or the residents walking on the public sidewalk. If the carriage walk were in such disrepair that chunks of the concrete were falling into the street and driving citizens were complaining that it was dangerous, the City should be able to address the safety concern. In addition, the provision in Section 6 of the Encroachment License maintains with the City necessary discretion to terminate the Encroachment License in the event such becomes necessary in the future. This may result because the City needs to do work in the right-of-way or other currently unforeseeable events. Without this provision, the owner of the property could negatively impact future projects or issues that may be related to the applicable right-of-way.

5) The currently proposed Encroachment License would be a positive way for property owners in the S-4 historic district to keep and maintain their carriage walk. Carriage walks in the historic district was one of the major benefits to having an encroachment license so the current carriage walk could be kept. Staff has asked that consideration be given to adding clarifying verbiage in the Funk Grant which would allow for carriage walks to be eligible for funding. This would take a modification to sections 2a and 9c of the current grant language.

### **REGULAR AGENDA**

**Alderman:** Rob Fazzini

**Item 8A:** Lake Bloomington Marina Lease Agreement with TTK, L.L.C. (Recommend that the Lease Agreement be approved with the addition of an updated legal description and the Mayor and City Clerk be authorized to execute the necessary documents.)

**Question/Comment:** Have adequate controls been put in place to prevent no legal action being taken for rent arrearages that date back to 2007? I would recommend that there be clearly defined steps for past due rents at 60, 90 and 120 days.

**Staff Response:** The marina lease has been completely restructured regarding rental payments. Under the proposed lease, the yearly rental payment will be based on full occupancy of the marina and will be due in one payment prior to July 15 of each year. If payment is not received by July 15, the City reserves the right to terminate the lease. As to the arrearage back to 2007, that arrearage will be paid prior to occupancy is allowed by the new tenant and is a condition precedent to the lease.

**Alderman:** Karen Schmidt

**Item 8C:** Website Transparency Ordinance. (Recommend that the Ordinance be passed.)

**Question/Comment:** (approaching this as a librarian/archivist) I understand this policy is for our website, and not for preservation long-term of our municipal records. What happens after 5 years when information is taken off the web site?

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**Staff Response:** The City must comply with the Local Records Act. As such, the City has an Application for the Disposal of Local Records. The Local Records Unit, part of the Secretary of State's Office, has processes and procedures in place for records retention including proper disposal.

Prepared by: Tracey Covert, City Clerk

# The Grove on Kickapoo Creek Construction Phases



**Legend**

- Kickapoo Creek Pavement Existing
- Kickapoo Creek Pavement Proposed
- Status**
- Existing
- TheGrovePhases**
- Layers**
- ROW
- IGR Watermain Existing
- IGR Watermain Proposed
- 2100 East Rd Watermain Proposed
- 2nd Add Trunk Sewer
- East Branch Sanitary Existing
- East Branch Sanitary Proposed
- Forcemain
- Kickapoo Creek Watermain Existing
- Kickapoo Creek Watermain Proposed
- North Branch Sanitary Existing
- North Branch Sanitary Proposed
- West Branch Trunk Sanitary Existing

**City's Share of Cost**

<b>Pump Station</b>	\$2,404,834 (P)	<b>6th Addition (Future)</b>	\$126,000 (F)
<b>Force Main</b>	\$1,172,443 (P)	Ireland Grove Rd Water Main	\$82,000 (F)
<b>Brokaw Sewer</b>	\$2,974,384 (P)	2100 East Rd Water Main	\$90,000 (F)
<b>Original / 1st Addition</b>		2100 East Rd Resurfacing	\$90,000 (F)
West Branch Trunk Sewer	\$132,978 (P)	<b>6A Addition (Future)</b>	
Kickapoo Creek Water Main	\$70,000 (P)	2100 East Rd Water Main	\$225,000 (F)
Kickapoo Creek Pavement	\$245,000 (P)	2100 East Rd Resurfacing	\$135,000 (F)
Ireland Grove Rd Water Main	\$683,858 (P)	East Branch Trunk Sewer	\$520,000 (F)
North Branch Trunk Sewer	\$347,000 (P)	<b>7th Addition (Future)</b>	
East Branch Trunk Sewer	\$532,355 (P)	North Branch Trunk Sewer	\$500,000 (F)
Ireland Grove Rd Safety Improvements	\$84,118 (P)	Kickapoo Creek Pavement	\$190,000 (F)
<b>2nd Addition</b>		Kickapoo Creek Water Main	\$43,000 (F)
East Branch Trunk Sewer	\$752,778 (P)	<b>8th Addition (Future)</b>	
Black Oak Blvd & Ped estrian Tunnel	\$303,010 (P)	Kickapoo Creek Pavement	\$55,000 (F)
Ireland Grove Rd Water Main	\$289,965 (P)	Kickapoo Creek Water Main	\$24,000 (F)
2nd Add Trunk Sewer	\$130,800 (P)	<b>9th Addition (Future)</b>	
<b>Creek Restoration Phase 1</b>		Kickapoo Creek Pavement	\$200,000 (F)
Stream Restore	\$363,121 (P)	Kickapoo Creek Water Main	\$48,000 (F)
<b>3rd Addition</b>		North Branch Trunk Sewer	\$600,000 (F)
Kickapoo Creek Pavement	\$66,748 (P)	Prairie Xing Pavement & Bridge	\$370,000 (F)
Kickapoo Creek Water Main	\$41,361 (P)	Prairie Xing Water Main	\$60,000 (F)
<b>Creek Restoration Phase 2</b>		<b>10th Addition (Future)</b>	
Stream Restore	\$500,000 (P)	North Branch Trunk Sewer	\$700,000 (F)
<b>Creek Restoration Phase 3</b>		<b>11th Addition (Future)</b>	
Stream Restore	\$500,000 (P)	2100 East Rd Resurfacing	\$72,000 (F)
<b>5th Addition (FY 2014)</b>		2100 East Rd Water Main	\$113,000 (F)
East Branch Trunk Sewer	\$989,001 (F)	Prairie Xing Pavement	\$53,000 (F)
Prairie Xing Water Main	\$75,000 (F)		
<b>8th Addition (FY 2013)</b>			
Kickapoo Creek Pavement	\$40,000 (F)		
Kickapoo Creek Water Main	\$17,000 (F)		
<b>Total</b>			
Paid Cost (P)	= \$11,594,753		
Estimated Future Cost (F)	= \$5,209,000		

