

**CITY OF BLOOMINGTON
COUNCIL MEETING AGENDA
109 E. OLIVE STREET, BLOOMINGTON, IL 61702
TUESDAY, May 26, 2015 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. Public Comment**
- 6. Recognition/Appointments**

- A. Appointment of John Concklin to the Scott Estate Health Care Investment Committee
- B. Appointment of Arthur Haynes to the Bloomington Housing Authority
- C. Appointment of Julian Westerhout to the Board of Library Trustees
- D. Reappointment of John Bowman to the Public Transit Board.

7. “Consent Agenda”

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

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

- A. Council Proceedings of May 11, 2015 and Work Session of April 27, 2015.
(Recommend that the reading of the minutes of the previous Council Proceedings of May 11, 2015 and Work Session of April 27, 2015 be dispensed with and the minutes approved as printed.)**
- B. Bills and Payroll (Recommend that the bills and payroll be approved and orders drawn on the Treasurer for the various amounts as funds are available).**

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.

- C. Appointments and Reappointments to the following Boards and Commissions: Scott Estate Health Care Trust Investment Committee, Bloomington Housing Authority, Board of Library Trustees, and the Public Transit Board. (Recommend that the appointments to the Scott Estate Health Care Trust Investment Committee, Bloomington Housing Authority, Board of Library Trustees and the Public Transit Board be approved.)**
- D. Consideration of review and analysis of Bids and Approval of a Contract with Rowe Construction in the amount of \$756,000 for General Resurfacing of Bloomington City Streets and Roadways Repair for FY 2016 (Bid #2015-61). (Recommend that the unit prices and Contract with Rowe Construction, for the General Resurfacing of Bloomington City Streets and Roadway Repairs for FY 2016 through Bid #2015-61 in the amount of \$765,000 be approved, and authorize the Mayor and City Clerk to execute the necessary documents.)**
- E. Consideration of review and analysis of Bids and Approval of Contract with Rowe Construction in the amount of \$1,350,000 for Bloomington Street & Alley Repairs FY 2016 (Bid #2015-62). (Recommend that the unit prices and contract from Rowe Construction through Bid #2015-62) for Bloomington Street & Alley Repairs FY 2016 in the amount of \$1,350,000 be approved and authorize the Mayor and City Clerk to execute the necessary documents.)**
- F. Consideration of review and analysis of Bids and Approval of a Contract with J.G. Stewart Contractors, Inc. in the amount of \$400,000 for the Bloomington Sidewalk Replacement and Handicap Ramp Program FY 2016 (Bid #2015-63). (Recommend that the unit prices and Contract with J.G. Stewart Contractors, Inc. for the Bloomington Sidewalk Replacement and Handicap Ramp Program FY 2016 through Bid #2015-63 in the amount of \$400,000 be approved, and authorize the Mayor and City Clerk to execute the necessary documents.)**
- G. A Resolution authorizing a change order in the amount of \$125,000 in the contract between the City of Bloomington and Gildner, Inc., FY 2015 Utility Maintenance Contract, for the purpose of funding various meter change-outs. (Recommend that the Resolution authorizing a change order in the amount of \$125,000 in the contract between the City of Bloomington and Gildner, Inc., FY 2015 Utility Maintenance Contract, for the purpose of funding various meter change-outs be approved and authorize the Mayor and City Clerk to sign the necessary documents.)**
- H. A Resolution authorizing change order to Gildner Excavating Inc. for the water main replacement on Parmon Avenue, Contract No. 20140388. (Recommend that the Council approve the Resolution authorizing the Change Order to Gildner Excavating Inc. in the**

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amount of \$148,784.00 and the Mayor and City Clerk be authorized to execute the necessary documents.)

- I. **An Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on June 12, 2015. (Recommend that the Ordinance suspending a portion of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on June 12, 2015 be adopted.)**
- J. **An Ordinance Suspending Portions of Section 26(d) of Chapter 6 Section 26(d) to Allow Possession of Open Alcohol on Public Property for the WGLT Event on June 13, 2015. (Recommend that the Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol on Public Property during the WGLT Outdoor Concert in the Downtown on June 13, 2015 to adopted.**
- K. **An Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for an Owner’s Meeting at Davis Lodge on June 16, 2015. (Recommend that the Ordinance suspending portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for an Owner’s Meeting at Davis Lodge on June 16, 2015 be adopted.)**
- L. **An Ordinance providing for the Vacation of Part of a Drainage/Utility Easement in Lot 78 of Section Addition to Royal Links Subdivision Petition from Eric Micheletti for Approval of Vacation Part of a Drainage/Utility Easement located in Lot 78, 3215 Baer Road. (Recommend that the Ordinance providing for the Vacation of Part of a Drainage/Utility Easement in Lot 78 of Second Addition to Royal Links Subdivision Petition from Eric Micheletti for Vacation Part of a Drainage/Utility Easement located in Lot 78, 3215 Baer Road be adopted and the Easement approved, and authorize the Mayor and City Clerk to execute the necessary documents.)**
- M. **Lake Bloomington Lease Transfer Petition for Lot 2, Block 4 of Camp Kickapoo, from Joseph & Sally Diemer to David & Carol Waibel. (Recommend that the Lake Lease Transfer be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)**

8. “Regular Agenda”

- A. **An Ordinance Amending Chapter 40 of the Bloomington City Code to establish regulations for transportation network providers to operate transportation networks with the City. (Recommend that the Transportation Network Provider Ordinance be adopted and authorize the Mayor and City Clerk to execute the necessary documents.)**
(5 minutes Presentation, 10 minutes Discussion: Angela Fyans-Jimenez, Legal Services)

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- B. An Ordinance Amending Bloomington City Code Chapter 40 Allowing Taxicab Companies to be Licensed Under the Same Provisions as Transportation Network Providers. (Recommend that the Ordinance Amending Bloomington City Code Chapter 40 Allowing Taxicab Companies to be Licensed Under the Same Provisions as Transportation Network Providers be adopted and authorize the Mayor and City Clerk to execute the necessary documents). (5 minutes Presentation, 10 minutes Discussion: Angela Fyans-Jimenez, Legal Services)**
- C. A Resolution in Support of “TIGER 2015” Discretionary Grant from the U.S. Department of Transportation (US DOT) for the Hamilton Road – Bunn to Commerce Connection whereas the City is requesting \$11.6 million in federal funding. (Recommend that be approve the Resolution in Support of the “Tiger 2015” Discretionary Grant from the U.S. Department of Transportation (US DOT) for Hamilton Road – Bunn to Commerce and authorize staff to proceed with a grant application to the US DOT which supports the project and obligates City to authorize the local matching funds (up to \$2,900,000.)) (5 minutes Presentation, 10 minutes Discussion: David Hales, City Manager)**
- D. Draft review of the Transportation Improvement Plan (TIP) five-year (FY 16 – FY 20) annual plan to collate the improvement programs envisioned by the various local transportation entities: Town of Normal, McLean County, Bloomington, Connect Transit and Central Illinois Regional Airport. (Recommend that the Council receive the draft report and direct staff accordingly). (5 minutes Presentation, 15 minutes Discussion: David Hales, City Manager)**
- E. Consideration of approval of an Intergovernmental Agreement between Illinois State Department of Transportation (IDOT) for a 10-year period to maintain streets within City limits that are controlled by IDOT. First year payment to the City will be \$95,174.57 and payment adjustments will occur annually based on a standardized formula outlined in the agreement. (Recommend that the Intergovernmental Agreement between Illinois State Department of Transportation and the City in the amount of \$95,174.57 in Year One and with the amount adjusted annually as stipulated for a 10 year period to maintain streets within City limits that are controlled by IDOT be approved and authorize the Mayor and City Clerk to execute the necessary documents.) (5 minutes Presentation, 10 minutes Discussion: David Hales, City Manager and Jim Karch, Director of Public Works)**

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.

- 9. City Manager's Discussion**
- 10. Mayor's Discussion**
- 11. City Aldermen's Discussion**
- 12. Executive Session - cite section**
- 13. Adjournment**
- 14. Notes**

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CONSENT AGENDA ITEM: 7A

FOR COUNCIL: May 26, 2015

SUBJECT: Council Proceedings of May 11, 2015 and Work Session of April 27, 2015

RECOMMENDATION/MOTION: That the reading of the minutes of the previous Council Proceedings of May 11, 2015 and Work Session of April 27, 2015 be dispensed with and the minutes approved as printed.

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

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

BACKGROUND: The Council Proceedings of May 11, 2015 and Work Session of April 27, 2015 have been reviewed and certified as correct and complete by the City Clerk.

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Renee Gooderham, Chief Deputy Clerk

Reviewed by: Cherry Lawson, City Clerk

Recommended by:

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

David A. Hales
City Manager

Attachments:

Attachment 1. Draft Council Proceedings for May 11, 2015
Attachment 2. Draft Work Session for April 27, 2015

Motion: That the reading of the minutes of the previous Council Proceedings of May 11, 2015 and Work Session of April 27, 2015 be dispensed with and the minutes approved as printed.

Motion: _____ Seconded by: _____

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

**CITY OF BLOOMINGTON
REGULAR CITY COUNCIL MEETING SESSION
MONDAY, MAY 11, 2015 7:00 P.M.**

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

The Meeting was called to order by Mayor Renner who directed the City Clerk to call the roll and the following members answered present:

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

City Manager David Hales, Chief Deputy Clerk Renee Gooderham, and Corporate Counsel Jeff Jurgens were also present.

Mayor Renner noted that eight (8) citizens had completed Public comment cards.

Motion by Alderman Schmidt, seconded by Alderman Hauman to suspend the rules for Public Comment, allowing fourteen (14) citizens three (3) minutes apiece to speak for a total of forty - two (42) minutes.

Motion carried, (viva voce).

PUBLIC COMMENT: Mayor Renner opened the Public Comment section of the meeting. He added that there would not be a response from the City under the Public Comment portion of the meeting.

Judy Stearns, Caryn Davis, Stefanie Michaelis, Patricia Morton, Madava Roo, Mike McCurdy, Alton Franklin, Julian Westerhaut, Bruce Meeks, Ron Schultz, Josh Schmidgall, Rick Heiser, Craig Gates and Herm Harding Bloomington residents, addressed the Council.

The following was presented:

Oath of Office – Cherry Lawson, City Clerk.

The following was presented:

Oath of Office – Jay Tetzloff, Parks, Rec, Cultural Arts Director.

The following was presented:

Proclamation Declaring April 28, 2015 William C. Wetzel Day, presented by Tari Renner, Mayor to Bill Wetzel.

The following was presented:

Proclamation Declaring May 17-23, 2015, to be Public Works Week, presented by Tari Renner, Mayor.

The following was presented:

Proclamation Declaring May 17 - 23, 2015 Emergency Medical Services Week presented by Tari Renner, Mayor.

The following was presented:

Presentation of the EMS Gold Level Recognition Award to the Bloomington Fire Department presented by Art Miller, Mission Lifeline Director.

The following was presented:

Appointment of Mark Larsen to the Citizens Beautification Committee.

The following was presented:

Appointment of Ryan Huette to the Cultural District Commission.

The following was presented:

Appointment of Memuna Lee to the Housing Authority Board.

The following was presented:

Reappointment of Laurel Schumacher to the Citizen's Beautification Committee.

The following was presented:

Reappointment of Terrence Koch to the Housing Authority.

The following was presented:

Reappointment of Barb Adkins to the Housing Authority Board.

The following was presented:

Reappointment of Catrina Murphy to the Japanese Sister City.

The following was presented:

**Reappointment of Brent Moore to the Property Maintenance Review Board.
The following was presented:**

Appointment of the following individuals to the Downtown Signage Ad Hoc Committee; Tricia Stiller, Crystal Howard, Andrew Johnson, Russel Francois, Carl Teichman, Dave Park, Kyle Hamm, Tom Krieger, Beth Whisman, Vicki Tilton, Thom Jones.

The following was presented:

Nuclear Powers Illinois Campaign, presentation by Brett Nauman, Communications Manager Exelon Generations – Clinton Power Station.

The following was presented:

SUBJECT: Council Proceedings of April 27, 2014, Special Session Minutes of July 23, 2012; August 13, 2012; September 10, 2012; October 8, 2012; January 14, 2013; January 28, 2013; March 11, 2013; March 25, 2013; April 8, 2013; June 10, 2013; June 24, 2013; August 26, 2013; April 21, 2014; April 28, 2014; May 12, 2014; May 27, 2014; June 9, 2014; July 14, 2014; August 25, 2014; September 8, 2014; October 13, 2014; October 27, 2014; November 10, 2014; December 8, 2014; December 15, 2014; January 12, 2015; January 26, 2015; February 9, 2015; February 23, 2015; March 9, 2015; March 16, 2015 and March 23, 2015

RECOMMENDATION/MOTION: That the reading of the minutes of the previous Council Proceedings of April 27, 2014, Special Session Minutes of July 23, 2012; August 13, 2012; September 10, 2012; October 8, 2012; January 14, 2013; January 28, 2013; March 11, 2013; March 25, 2013; April 8, 2013; June 10, 2013; June 24, 2013; August 26, 2013; April 21, 2014; April 28, 2014; May 12, 2014; May 27, 2014; June 9, 2014; July 14, 2014; August 25, 2014; September 8, 2014; October 13, 2014; October 27, 2014; November 10, 2014; December 8, 2014; December 15, 201; January 12, 2015; January 26, 2015; February 9, 2015; February 23, 2015; March 9, 2015; March 16, 2015 and March 23, 2015 be dispensed with and the minutes approved as printed.

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

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

BACKGROUND: The Council Proceedings of April 27, 2014, Special Session Minutes of July 23, 2012; August 13, 2012; September 10, 2012; October 8, 2012; January 14, 2013; January 28, 2013; March 11, 2013; March 25, 2013; April 8, 2013; June 10, 2013; June 24, 2013; August 26, 2013; April 21, 2014; April 28, 2014; May 12, 2014; May 27, 2014; June 9, 2014; July 14, 2014; August 25, 2014; September 8, 2014; October 13, 2014; October 27, 2014; November 10, 2014; December 8, 2014; December 15, 201; January 12, 2015; January 26, 2015; February 9, 2015;

February 23, 2015; March 9, 2015; March 16, 2015 and March 23, 2015 have been reviewed and certified as correct and complete by the City Clerk.

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Renee Gooderham, Chief Deputy Clerk

Reviewed by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Painter that the reading of the minutes of the previous Council Proceedings of April 27, 2014, Special Session Minutes of July 23, 2012; August 13, 2012; September 10, 2012; October 8, 2012; January 14, 2013; January 28, 2013; March 11, 2013; March 25, 2013; April 8, 2013; June 10, 2013; June 24, 2013; August 26, 2013; April 21, 2014; April 28, 2014; May 12, 2014; May 27, 2014; June 9, 2014; July 14, 2014; August 25, 2014; September 8, 2014; October 13, 2014; October 27, 2014; November 10, 2014; December 8, 2014; December 15, 201; January 12, 2015; January 26, 2015; February 9, 2015; February 23, 2015; March 9, 2015; March 16, 2015 and March 23, 2015 be dispensed with and the minutes approved as printed.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Bills and Payroll

RECOMMENDATION/MOTION: That the bills and payroll be allowed 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 \$4,540,648.64, (Payroll total \$2,062,330.64, and Accounts Payable total \$2,478,318).

Respectfully submitted for Council consideration.

Prepared by: Patti-Lynn Silva, Director of Finance

Recommended by:

David A. Hales
City Manager

(ON FILE IN CLERK'S OFFICE)

Motion by Alderman Schmidt, seconded by Alderman Painter that the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Appointments and Reappointments to Various Boards and Commissions

RECOMMENDATION/MOTION: That the Appointments be approved.

STRATEGIC PLAN LINK: Goal 4. Strong neighborhoods.

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

BACKGROUND: I ask your concurrence in the appointment of:

Mark Larsen of 1424 Ridgeport Ave, Bloomington, IL 61704 to the Citizens Beautification Committee. His three (3) year term will be 5/1/15 – 4/30/18.

Ryan Huette of 1502 Kickapoo Creek Road, Bloomington, IL 61705 to the Cultural District Commission. His three (3) year term will be 5/1/15 – 4/30/18.

Memuna Lee of 12 Bailey Court, Bloomington, IL 61704 to the Housing Authority Board. Her four (4) year term will be 5/1/15 – 4/30/19.

I ask your concurrence in the reappointment of:

Laurel Schumacher of 2004 Ebo Lane, Bloomington, IL 61704 to the Citizen’s Beautification Committee. Her three (3) year term will be 5/1/15 – 4/30/18.

Terrence Koch of 1201 N Evans Street, Bloomington, IL 61701 to the Housing Authority. His four (4) year term will be 5/1/15 – 4/30/19.

Barb Adkins of 44 Parkshores Drive, Bloomington, IL 61701 to the Housing Authority Board. Her four (4) year term will be 5/1/15 – 4/30/19.

Catrina Murphy of 1219 S Mason, Bloomington, IL 61701 to the Japanese Sister City. Her three (3) year term will be 5/1/15 – 4/30/18.

Brent Moore of 1006 Park Street, Bloomington, IL 61701 to the Property Maintenance Review Board. His three (3) year term will be 5/1/15 – 4/30/18.

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

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: M. Beth Oakley, Executive Asst.

Recommended by:

Tari Renner
Mayor

Motion by Alderman Schmidt, seconded by Alderman Hauman that the Appointments be approved.

**The Mayor directed the clerk to call the roll which resulted in the following:
Ayes: Aldermen Schmidt, Painter, Lower, Hauman, Sage, Black, Fruin, Buragas
and Mwilambwe.**

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Appointments to the Downtown Signage Ad Hoc Committee

RECOMMENDATION/MOTION: That the Appointments be approved.

STRATEGIC PLAN LINK: Goal 6. Prosperous Downtown Bloomington.

STRATEGIC PLAN SIGNIFICANCE: Objective 6c. Downtown becoming a community and regional destination.

BACKGROUND: On April 13, 2015, the Bloomington City Council passed a resolution establishing the Downtown Signage Committee. It is to explore wayfinding signs – signs that help direct people to government buildings, and cultural destinations and public parking.

The resolution stated that the committee shall be ad hoc, lasting six months. It stated four goals.

1. Recommend sites that should be highlighted with signage.
2. Recommend a style of design for signs, limited to those recognized by the Manual On Uniform Traffic Control Devices.
3. Recommend sign size and placement.
4. Investigate costs regarding the proposed signage.

The following people are recommended as members:

Tricia Stiller, Downtown Bloomington Association Executive Director

Crystal Howard, Bloomington-Normal Area Convention and Visitor's Bureau

Andrew Johnson, Connect Transit

Russel Francois, architect and Downtown business owner

Carl Teichman, Illinois Wesleyan University

Dave Park, Downtown Property Owners Group

Kyle Hamm, Bloomington-Normal Economic Development Council

Tom Krieger, Bloomington-Normal Association of Realtors

Beth Whisman, McLean County Museum of History

Vicki Tilton, Fox & Hounds Hair Studio & Day Spa

Thom Jones, Bloomington – Normal Association of Realtors

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Downtown Bloomington Association, other Downtown stakeholders.

FINANCIAL IMPACT: A duty of the Committee is to explore costs and funding opportunities.

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Public Works Administration

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

Reviewed by: Steve Rasmussen, Assist. City Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

Tari Renner
Mayor

Motion by Alderman Schmidt, seconded by Alderman Painter that the Appointments be approved.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Review of Executive Session Minutes from 1995 - 2015

RECOMMENDATION/MOTION: That the Resolution be adopted.

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 Open Meeting Act requires a semiannual review of approved Executive Session Minutes to determine whether a need for confidentiality still exists as to the City's past Executive Session Minutes. The determination on which minutes are going to be released and which minutes still require confidential treatment must be reported on in open session. The Resolution makes this report.

The Council met previously on April 13 and April 27, 2015 in Executive Session to review the Executive Session Minutes and to make the determinations required by the Open Meetings Act. The Resolution reports on the release and/or partial release of the meeting minutes listed in Schedule A, and the need for the continued confidential treatment of redacted portions from those and other meeting minutes listed in Schedule B.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Renee Gooderham, Chief Deputy Clerk
Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2015 - 15

A RESOLUTION REPORTING THE RELEASE AND RETENTION OF EXECUTIVE SESSION MINUTES

WHEREAS, the City Council of the City of Bloomington, Illinois has met from time to time in executive session for purposes authorized by the Illinois Open Meetings Act; and

WHEREAS, pursuant to the requirements of 5 ILCS 120/2.06(c), a review of all closed session minutes has been completed; and

WHEREAS, the City Council has determined that portions of the minutes of the meetings listed on Schedule A, attached hereto, no longer require confidential treatment and should be made available for public inspection and that the redacted portions of said meeting minutes still have a need for confidential treatment and should not be released; and

WHEREAS, the City Council has further determined that a need for confidentiality still exists as to the Executive Session Minutes from the meetings set forth on Schedule B, attached hereto and incorporated by reference; and

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

Section 1. The Executive Session Minutes from those meetings set forth on Schedule A, attached hereto and incorporated by reference, are released in part with the confidential information redacted. The preamble to this Resolution is incorporated into the body of this resolution.

Section 2. The City Clerk is hereby authorized and directed to make the un-redacted portion of the minutes from those meetings listed in Schedule A available for inspection and copying in accordance with the Open Meetings Act and standing procedures of the Clerk's Office.

Section 3. The City Clerk is hereby authorized and directed to destroy the verbatim audio recording for those Executive Sessions that have been approved by the Council and after eighteen (18) months have passed.

Section 4. This Resolution shall be in full force and effect from and after its passage and approval according to law.

ADOPTED this 11th day of May, 2015.

APPROVED this 12th day of May, 2015.

Tari Renner
Mayor

ATTEST:

Cherry Lawson
City Clerk

**SCHEDULE A
TO BE RELEASED**

DATE	REASON
*May 24, 2010	Section 2 c(12) Claim Settlement
August 9, 2010	Section 2 c(11) Litigation
*December 13, 2010	Section 2 c(12) Claim Settlement
March 28, 2011	Section 2 c(6) Sale of Real Estate
*April 11, 2011	Section 2 c(12) Claim Settlement
*September 12, 2011	Section 2 c(12) Claim Settlement
*September 26, 2011	Section 2 c(12) Claim Settlement

*November 28, 2011	Section 2 c(12) Claim Settlement
*January 9, 2012	Section 2 c(12) Claim Settlement
*January 23, 2012	Section 2 c(12) Claim Settlement
*February 27, 2012	Section 2 c(12) Claim Settlement
*March 12, 2012	Section 2 c(12) Claim Settlement
*March 26, 2012	Section 2 c(12) Claim Settlement
*May 14, 2012	Section 2 c(12) Claim Settlement
May 14, 2012	Section 2 c(6) Purchase of Real Estate
*June 11, 2012	Section 2 c(12) Claim Settlement
June 11, 2012	Section 2 c(5) Purchase of Real Estate
*July 23, 2012	Section 2 c(12) Claim Settlement
*October 8, 2012	Section 2 c(12) Claim Settlement
*March 23, 2013	Section 2 c(12) Claim Settlement
*August 26, 2013	Section 2 c(12) Claim Settlement
November 11, 2013	Section 2 c(5) Purchase of Real Estate
*April 28, 2014	Section 2 c(12) Claim Settlement
May 27, 2014	Section 2 c(5) Purchase of Real Estate
*July 14, 2014	Section 2 c(12) Claim Settlement
July 14, 2014	Section 2 c(5) Purchase of Real Estate
*August 25, 2014	Section 2 c(12) Claim Settlement
October 27, 2014	Section 2 c(5) Purchase of Real Estate
*January 12, 2015	Section 2 c(12) Claim Settlement
*January 12, 2015	Section 2 c(12) Claim Settlement
*January 12, 2015	Section 2 c(12) Claim Settlement
*January 26, 2015	Section 2 c(12) Claim Settlement
*February 9, 2015	Section 2 c(12) Claim Settlement
*February 23, 2015	Section 2 c(12) Claim Settlement
*March 23, 2015	Section 2 c(12) Claim Settlement

***Denotes release with redactions, as a need for confidentiality still exists as to part of said minutes.**

**SCHEDULE B
TO BE RETAINED**

DATE	REASON
March 23, 2009	Section 2 c(2) Collective Bargaining
September 14, 2009	Section 2 c(5) Purchase of Real Estate
March 22, 2010	Section 2 c(2) Collective Bargaining
April 12, 2010	Section 2 c(2) Collective Bargaining
	Section 2 c(11) Litigation
May 10, 2010	Section 2 c(2) Collective Bargaining
	Section 2 c(11) Litigation

May 24, 2010	Section 2 c(12) Claim Settlement
June 14, 2010	Section 2 c(11) Litigation
July 12, 2010	Section 2 c(11) Litigation
	Section 2 c(2) Collective Bargaining
July 26, 2010	Section 2 c(2) Collective Bargaining
	Section 2 c(1) Personnel
August 9, 2010	Section 2 c(1) Personnel
	Section 2 c(2) Collective Bargaining
	Section 2 c(11) Litigation
October 25, 2010	Section 2 c(2) Collective Bargaining
December 13, 2010	Section 2 c(2) Collective Bargaining
	Section 2 c(11) Litigation
	Section 2 c(12) Claim Settlement
January 10, 2011	Section 2 c(2) Collective Bargaining
	Section 2 c(6) Sale of Real Estate
February 28, 2011	Section 2 c(2) Collective Bargaining
March 28, 2011	Section 2 c(11) Litigation
	Section 2 c(2) Collective Bargaining
	Section 2 c(6) Sale of Real Estate
April 11, 2011	Section 2 c(2) Collective Bargaining
April 25, 2011	Section 2 c(6) Sale of Real Estate
August 22, 2011	Section 2 c(2) Collective Bargaining
	Section 2 c(5) Purchase of Real Estate
September 12, 2011	Section 2 c(2) Collective Bargaining
September 26, 2011	Section 2 c(11) Litigation
October 24, 2011	Section 2 c(2) Collective Bargaining
November 14, 2011	Section 2 c(11) Litigation
November 28, 2011	Section 2 c(11) Litigation
January 23, 2012	Section 2 c(2) Collective Bargaining
February 13, 2012	Section 2 c(11) Litigation
March 26, 2012	Section 2 c(5) Purchase of Real Estate
May 14, 2012	Section 2 c(5) Purchase of Real Estate
June 11, 2012	Section 2 c(5) Purchase of Real Estate
June 25, 2012	Section 2 c(2) Collective Bargaining
DATE	REASON
July 23, 2012	Section 2 c(2) Collective Bargaining
August 13, 2012	Section 2 c(6) Sale of Real Estate
September 10, 2012	Section 2 c(11) Litigation
October 8, 2012	Section 2 c(2) Collective Bargaining
January 14, 2013	Section 2 c(11) Litigation
	Section 2 c(2) Collective Bargaining
January 28, 2013	Section 2 c(2) Collective Bargaining

March 11, 2013	Section 2 c(2) Collective Bargaining
June 10, 2013	Section 2 c(2) Collective Bargaining
June 24, 2013	Section 2 c(11) Litigation
April 21, 2014	Section 2 c(2) Collective Bargaining
May 12, 2014	Section 2 c(21) Review of Closed Session
May 27, 2014	Section 2 c(5) Purchase of Real Estate
	Section 2 c(2) Collective Bargaining
June 9, 2014	Section 2 c(11) Litigation
	Section 2 c(1) Personnel
July 14, 2014	Section 2 c(2) Collective Bargaining
	Section 2 c(5) Purchase of Real Estate
August 25, 2014	Section 2 c(1) Personnel
September 8, 2014	Section 2 c(11) Litigation
October 13, 2014	Section 2 c(5) Purchase of Real Estate
	Section 2 c(11) Litigation
	Section 2 c(12) Claim Settlement
October 27, 2014	Section 2 c(2) Collective Bargaining
	Section 2 c(21) Review of Closed Session
November 10, 2014	Section 2 c(21) Review of Closed Session
	Section 2 c(2) Collective Bargaining
	Section 2 c(5) Purchase of Real Estate
	Section 2 c(11) Litigation
December 8, 2014	Section 2 c(2) Collective Bargaining
	Section 2 c(1) Personnel
	Section 2 c(11) Litigation
December 15, 2014	Section 2 c(1) Personnel
	Section 2 c(11) Litigation
January 12, 2015	Section 2 c(11) Litigation
	Section 2 c(1) Personnel
February 9, 2015	Section 2 c(11) Litigation
February 23, 2015	Section 2 c(2) Collective Bargaining
	Section 2 c(5) Purchase of Real Estate
March 9, 2015	Section 2 c(11) Litigation
March 16, 2015	Section 2 c(1) Personnel
March 23, 2015	Section 2 c(11) Litigation

Motion by Alderman Schmidt, seconded by Alderman Buragas that the Resolution be adopted.

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

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

Nays: None.
Motion carried.

The following was presented:

Motion carried.

The following was presented:

SUBJECT: Request for Proposals (RFP) for Taxable Capital Lease

RECOMMENDATION/MOTION: That the RFP for Taxable Capital Lease be awarded to Commerce Bank in the amount of \$3.581 million, and the Mayor and City Clerk authorized to execute the necessary documents.

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

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

BACKGROUND: A diverse range of equipment, vehicles and capital projects is used to provide services to residents across the City. In 2011, the City began replacing its aging inventory on a rolling basis utilizing capital lease financing. The City has been successful in obtaining low interest rates by bidding each capital lease. The FY 2015 budget was adopted with purchasing capital equipment, vehicles and capital projects which would be financed through our capital lease program. An RFP was issued on March 30, 2015 for submittals of both a 5 year and a 10 year capital lease interest rates. A fire engine pumping unit will be financed over 10 years due to its useful life (see full list of assets attached). **Please note that all of these assets have already been purchased and the executed capital lease will reimburse spent funds, leaving the annual debt service in its place.**

The City received four (4) qualified responses:

Responses	5 Year Interest Rate	10 Year Interest Rate	Estimated Interest
Commerce Bank	2.10%	3.05%	\$254,145.40
US Bancorp	2.30%	3.39%	\$303,288.34
PNC	2.996%	2.996%	\$346,267.00
Morton Community	3.00%	3.75%	\$385,698.40

The City recommends executing with Commerce Bank who bid the lowest total interest cost.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This RFP was published in the Pantagraph on March 30, 2015 and posted on the City's web site. In addition, twenty (20) financial institutions were mailed RFP's who requested to be on the City's bid list.

FINANCIAL IMPACT: The estimated total interest rate cost is \$254,145.40. Commerce Bank indicated they would pass on interest rate savings from any short term change in interest rates to the City between the bid and the execution of the capital lease contract. The principal and interest payments are budgeted in the appropriate department line items in FY 2016. See line items (73401 – Principal Expense) and (73701 – Interest Expense).

Respectfully submitted for Council consideration.

Prepared by: ` Carla A. Murillo, Budget Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Painter that the RFP for Taxable Capital Lease be awarded to Commerce Bank in the amount of \$3.581 million, and the Mayor and City Clerk authorized to execute the necessary documents.

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Intergovernmental Agreements with the County of McLean and Town of Normal, Regulating Use of the Police Range Facility

RECOMMENDATION/MOTION: That the Intergovernmental Agreements with the County of McLean and Town of Normal be approved, in the amount of \$8,221.98 each, and the Mayor and City Clerk authorized to execute the necessary documents.

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

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

BACKGROUND: In July 1992, the McLean County Board granted the City a special use permit to allow a privately owned outdoor shooting range and police training facility on land located fourteen (14) miles east of Bloomington on Rt. 9.

An Intergovernmental Agreement was signed in September 1994 detailing the policies and procedures to be adhered to in order to provide joint training with the Town of Normal and the County of McLean. This standardization of procedures was necessary to provide orderly and safe training at the facility and to comply with the rules of the McLean County Planning and Zoning Commission.

The current Intergovernmental Agreements expired on December 31, 2014. A new agreement is proposed. The rate for the Town of Normal is \$8,221.98 payable on January 1, 2015 and represents payment for use from January 1, 2015 to December 31, 2015. The rate for the County of McLean is \$8,221.98 and represents payment for use from January 1, 2015 to December 31, 2015. These are one (1) year agreements. There is no rate increase for this contract due to range conditions and our inability to make contractually promised repairs.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Town of Normal and the County of McLean.

FINANCIAL IMPACT: The Town of Normal's revenue will be recorded under Police Administration - Town of Normal account (10015110 - 53350) and the County's amount under Police Administration-McLean County account (10015110 - 53320). Stakeholders can locate this in the FY 2016 Proposed Budget Book titled "Budget Overview & General Fund" on page 220.

Respectfully submitted for Council consideration.

Prepared by: Marsha Ulrich, Office Manager

Reviewed by: Kenneth Bays, Asst. Chief of Police

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Painter that the Intergovernmental Agreements with the County of McLean and Town of Normal be approved, in the amount of \$8,221.98 each, and the Mayor and City Clerk authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Waive the Formal Bid Process and award Contract to Hastings Air Energy Control Inc. for installation of Vehicle Exhaust Systems in Fire Stations #2 and #6

RECOMMENDATION/MOTION: Waive the Formal Bid Process for the installation of Vehicle Exhaust Systems at Fire Station #2 and Fire Station #6 and award a Contract to Hastings Air Energy Control, Inc. of New Berlin, WI not to exceed \$120,000 and the Resolution adopted, and the Mayor and City Clerk authorized to execute the necessary documents.

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

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

BACKGROUND: The Vehicle Exhaust Systems are designed to remove the diesel exhaust/diesel particulate matter (DE/DPM) from the building. Personnel are routinely exposed to carbon monoxide (CO), nitric oxide (NO), and nitrogen dioxide (NO₂). Prolonged DE/DPM exposure can increase the risk of cardiovascular, cardiopulmonary, respiratory disease and lung cancer.

In October 2014, the City issued a Request for Proposal (RFP#2015-43) for the installation of Vehicle Exhaust Systems in three (3) fire stations. Based on that RFP and the recommendation of staff; the Council awarded a contract to Hastings Air Energy, Inc. on March 9, 2015 for the install of Vehicle Exhaust Systems for Headquarters Station, Fire Station #3 and Fire Station #4. The Council approved the funding to complete that installation of exhaust systems in the two (2) remaining fire stations (1911 Hamilton Road and 4040 E. Oakland Ave.) as part of the 2016 budget. Staff recommends that Hastings Air Energy be given the contract, so the exhaust systems, including operation, hook ups and maintenance are consistent at all stations. Hastings

will be able to complete work on the initial three (3) stations and seamlessly move to install at Stations #2 and #6. The work also includes adding an additional exhaust drop at Station #3.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Hastings Air Energy Control, Inc. New Berlin, WI.

<u>Facility</u>	<u>Cost</u>
Fire Station #2 (1911 Hamilton Road)	\$58,725.00
Fire Station #6 (4040 E. Oakland Ave.)	\$55,625.00
Fire Station #3 (2301 E. Empire)	\$4,255.00
	<u>\$118,605.00</u>

FINANCIAL IMPACT: The FY 2016 Budget appropriated \$120,000 in the Capital Lease Program under Buildings account (40110133-72520). Stakeholders can locate this in the FY 2016 Proposed Budget Book titled “Other Funds & Capital Improvement Program” on pages 81 & 199.

Respectfully submitted for Council consideration.

Prepared by: Eric Vaughn, Deputy Chief of Administration

Reviewed by: Brian Mohr, Fire Chief

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

Legal review by: Angela Fyans-Jimenez, Deputy Corporation Counsel

Recommended by:

David A. Hales
City Manager

RESOLUTION NO 2015 – 17

A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND AUTHORIZING THE PURCHASE AND INSTALLATION OF VEHICLE EXHAUST REMOVAL SYSTEMS AT FIRE STATIONS #2 AND #6 BY HASTINGS AIR ENERGY CONTROL, INC. AT A PRICE NOT TO EXCEED \$120,000.

Be It Resolved by the City Council of the City of Bloomington, Illinois,

1. That the bidding process be waived and the Purchasing Agent be authorized to entered into a contact with Hastings Air Energy Control, Inc. for the installation of vehicle exhaust removal systems at Fire Station #2 and #6 at a price not to exceed \$120,000.00.

ADOPTED this 11th day of May, 2015.

APPROVED this 12th day of May, 2015.

APPROVED:

Tari Renner
Mayor

ATTEST:

Cherry Lawson
City Clerk

**CITY OF BLOOMINGTON CONTRACT WITH
Hastings Air Energy Control, Inc.
FOR
Install of Vehicle Exhaust Systems at Station #2 & #6**

THIS AGREEMENT, dated this 11th day of May, 2015, is between the City of Bloomington (hereinafter "CITY") and Hastings Air Energy Control, Inc. (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

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

Section 4. Payment. For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR \$ 120,000. Invoices shall be due and payable within 45 days of submission.

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. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY, its officers, officials, agents and employees from claims, demands, causes of action and liabilities of every kind and nature whatsoever arising out of or in connection with CONTRACTOR's operations

performed under this Contract, except for loss, damage or expense arising from the sole gross negligence or willful misconduct of the CITY or the CITY's agents, servants or independent contractors who are directly responsible to CITY. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY's officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Contract.

Section 7. General Liability Insurance. CONTRACTOR shall maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits shall be less than \$2,000,000.00. Certificates of insurance shall be provided to CITY and CITY shall be named as an additional insured under the policy. Umbrella liability coverage must also be provided in the amount of \$4,000,000 for each occurrence, \$4,000,000 in aggregate.

Section 8. Representations of Vendor. CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

Section 9. Assignment. Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 10. Compliance with Laws. CONTRACTOR and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 11. Prevailing Wage. The following shall apply to this contract:

This contract is not for a "public work" and therefore Prevailing Wage does not apply. *Initial:* _____ (City) _____ (Contractor)

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

Section 12. Compliance with FOIA Requirements. CONTRACTOR further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et.

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

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

Section 14. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 15. Attorney Fees. In the event that any action is filed 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 16. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 17. 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

HASTINGS AIR ENERGY CONTROL, INC

By: _____
Its Mayor

By: _____
Its _____

ATTEST:

By: _____
City Clerk

EXHIBIT A
SCOPE OF SERVICES / WORK PROVIDED

As described in RFP #2015-43 Installation of Emergency Vehicle Exhaust Removal Systems.

Fire Station #2- design, manufacture and installation of a vehicle exhaust extraction system which allows six (6) vehicles with under carriage exhaust to be connected.

Scope-

System includes:

- (1) 70ft. straight rail system complete with two (2) vehicle connections.
 - (4) 30ft. track systems complete with one (1) vehicle connection.
 - (1) 7.5hp exhaust fan complete with silencer and back-draft damper.
 - (1) Control panel and low voltage control sensors for system activation.
- All mechanical installation, electrical high voltage wiring and tailpipe modifications included. System warranty in 5 years parts and labor on all system components and 10 year on all aluminum extrusions.

Fire Station #6 - design, manufacture and installation of a vehicle exhaust extraction system which allows four (4) vehicles to be connected. Two (2) vehicles with under carriage exhaust and two (2) vehicles with vertical stack exhaust.

Scope-

System includes:

- (1) 50ft. vertical stack rails with one (1) vehicle connection per rail.
 - (2) 30ft. track systems complete.
 - (1) 7.5hp exhaust fan complete with silencer and back-draft damper.
 - (1) Control panel and low voltage control sensors for system activation.
- All mechanical installation, electrical high voltage wiring and tailpipe modifications included. System warranty in 5 years parts and labor on all system components and 10 year on all aluminum extrusions.

Fire Station #3 - add one (1) vehicle connection to existing middle bay rail.

Motion by Alderman Schmidt, seconded by Alderman Painter waive the Formal Bid Process for the installation of Vehicle Exhaust Systems at Fire Station #2 and Fire Station #6 and award a Contract to Hastings Air Energy Control, Inc. of New Berlin, WI not to exceed \$120,000 and the Resolution adopted, and the Mayor and City Clerk authorized to execute the necessary documents.

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

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

Nays: None.
Motion carried.

The following was presented:

SUBJECT: Approve Contract with Ear Booker Enterprises for the Bloomington Center for the Performing Arts (BCPA)

RECOMMENDATION/MOTION: That the Contract with Ear Booker Enterprises in the amount of \$82,000 be approved and the Mayor and City Clerk authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 6. Prosperous Downtown Bloomington.

STRATEGIC PLAN SIGNIFICANCE: Objective 6c. Downtown becoming a community and regional destination.

BACKGROUND: Staff respectfully requests approval of the contract to engage persons and/or groups presented by Ear Booker Enterprises to perform entertainment services in the BCPA in May of 2015. The contract price of \$82,000 covers the artist fee for the performance coming to the BCPA. For proprietary and competitive advantage reasons we do not mention the acts by name in the staff back up report. As is standard industry practice, some artist contracts require some additional expenses for items such as travel, meals and lodging that vary from artist to artist. Travel expenses and local lodging fees occur less often, however virtually all artists are provided with meals and non-alcoholic beverages.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The selection of this artist was coordinated with the Cultural District Commission and members of the public. Staff and community members agree that the visiting professional would attract broad, positive community involvement and contribute to the public service mission of the BCPA.

FINANCIAL IMPACT: The FY 2016 Budget appropriated \$480,100 in BCPA-Artist Fees under account (10014125-70218-20000). Stakeholders can locate this in the FY 2016 Proposed Budget Book titled "Budget Overview and General Fund" on page 188. The purpose of this contract at \$82,000 is to engage persons and/or groups represented by Ear Booker Enterprises to perform entertainment services in the BCPA Arts in May 2015. Note this is only a portion of the total budget in this account. The cost of this service will be offset by revenue generated from ticket sales, grants, playbills, concessions, and corporate advertisement and sponsorships. These revenues are also targeted to offset the additional artist expenses for travel, meals and lodging.

Respectfully submitted for Council consideration.

Prepared by: Brandy Maloney, Support Staff V
Parks, Recreation and Cultural Arts

Reviewed by: Jay Tetzloff, Director, Parks, Recreation, and Cultural Arts
& Miller Park Zoo

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

Legal review by: Angela Fyans-Jimenez, Deputy Corporation Counsel

Recommended by:

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Buragas that the Contract with Ear Booker Enterprises in the amount of \$82,000 be approved and the Mayor and City Clerk authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Suspension of Ordinances to Allow Consumption of Alcohol at Miller Park Pavilion on November 7, 2015

RECOMMENDATION/MOTION: That the Ordinance be passed.

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 Bloomington Liquor Commissioner, Tari Renner, called the Liquor Hearing to order to hear the request of Sonya Bettner and Sean McNiff to allow moderate consumption of alcohol at their November 7, 2015 wedding reception to be held at Miller Park Pavilion

Present were Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan. City staff present were Assistant Corporation Counsel, George Boyle and Interim City Clerk, Renee Gooderham. Julia Davis, attorney for the applicant and Richard E. McNiff, father of Sean McNiff.

Richard E. McNiff, father of Sean McNiff, addressed the Commission. He stated that Times Past would be catering the event. Beer and wine only would be served.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that the request of Sonya Bettner and Sean McNiff to allow moderate consumption of alcohol at the Miller Park Pavilion for their November 7, 2015 wedding reception be approved.

Motion carried, (viva voce).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the April 14, 2015 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Renee Gooderham, Interim City Clerk

Reviewed by: Debbie Bohannon,
Parks & Recreation Office Manager

Recommended by:

Tari Renner
Mayor

ORDINANCE NO. 2015 - 24

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE FOR A WEDDING RECEPTION AT THE MILLER PARK PAVILION

WHEREAS, Sean McNiff and Sonya Bettner are planning to hold their wedding reception at the Miller Park Pavilion from 8:00 a.m. to 11:00 p.m. on November 7, 2015; and

WHEREAS, Sean McNiff and Sonya Bettner 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, Section 701(a), (b) and (c) of Chapter 31 of the Bloomington City Code, which prohibits the drinking, selling and possessing alcohol beverages with 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 for the duration of the wedding reception at the Miller Park Pavilion on November 7, 2015 under the conditions set forth in the rental agreement.

Section 2: Except for the date of date 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, 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.

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 1960 Illinois Constitution.

PASSED this 11th day of May.

APPROVED this 12th day of May.

APPROVED:

Tari Renner
Mayor

ATTEST:

Cherry Lawson
City Clerk

Motion by Alderman Schmidt, seconded by Alderman Painter that the Ordinance be passed.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Text Amendment to Chapter 29, Motor Vehicles and Traffic

RECOMMENDATION/MOTION: Recommend that the Text Amendments to Chapter 29, Motor Vehicles and Traffic, be approved and the Ordinance passed.

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

STRATEGIC PLAN SIGNIFICANCE: 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: As the City utilizes its authority and obligation to make needed changes in parking and traffic regulations, Chapter 29 of the City Code must be revised and officially updated to reflect those changes within six (6) months of enactment.

As needed, the Engineering Division of Public Works will make changes in parking regulations, school signage and intersection control to improve traffic safety and convenience for pedestrians, bicyclists and motor vehicles. The changes may stem from a citizen's request but may also be the result of division study and observations of high accident locations or changes in growth and development. All changes are reviewed by engineering staff for compliance with the Manual on Uniform Traffic Control Devices (MUTCD). Public Works staff typically installs advance warning signs with flashers to alert motorists of a change in intersection control. Portable message boards are also used when implementing a change. Proven traffic engineering principles and practices based on the MUTCD are followed throughout this process.

In addition, an increase in intersection accidents might prompt the change at an intersection from yield signs to stop signs or from side street stop to four-way stop. Another example: If a person with a designated handicapped parking space in front of his or her home were to move, the designated space would be eliminated at the old residence and a new designated space may be established at the new residence if requested. Engineering staff makes every effort to accurately maintain these changes in the code as it serves as the City's source of documentation for these regulations.

Public Works invites requests and concerns from the general public and publishes a Non-Emergency Request form to ease that process. This form is provided upon request and may also be found on the City's website under:

Departments>Public Works > Traffic.

All traffic related requests from the public are reviewed by the Engineering Division of Public Works. As a result of that review, it may be decided an issue should be taken to the monthly interdepartmental Staff Traffic Advisory Committee (STAC). If the requested change is considered appropriate and in the best interest of the neighborhood, Public Works may enact the change as recommended by STAC with approval by the City Manager.

All of these changes are to become Council approved ordinance changes within 180 days of the change. The attached Text Amendments bring all traffic changes up to date. This codification allows for proper documentation and enforcement of all existing traffic control devices.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Public Works Administration

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

Reviewed by: Steve Rasmussen, ACM

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2015 - 25

**AN ORDINANCE ADDING BLOOMINGTON CITY CODE CHAPTER 29
BY MAKING PERIODIC REVISIONS THERETO**

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

SECTION 1. Bloomington City Code Chapter 29, Sections 39 and 40, is hereby amended by correcting the following: (additions are indicating by underlining; deletions are indicated by strikeouts)

SEC. 39 AUTHORITY TO POST ONE-WAY STREETS.

Whenever ~~an~~ and ordinance of this City designates any one-way street, the City Traffic Engineer shall place and maintain signs giving notice thereof, and no such regulation shall be effective unless such signs are in place. Signs indicating the direction of lawful traffic movement shall be placed at every intersection where movement of traffic in the opposite direction is prohibited.

SEC. 40 ONE-WAY STREETS.

Upon those streets and parts of streets described in Chapter 29, Section 142 ~~Schedule H~~ attached hereto and made a part hereof, vehicular traffic shall move only in the indicated direction when signs indicating the direction of traffic are erected and maintained at every intersection where movement in the opposite direction is prohibited.

SECTION 2. Bloomington City Code Chapter 29, Section 87, under the heading Class II Truck Route shall be and the same is hereby amended by adding and correcting the following: (additions are indicating by underlining; deletions are indicated by strikeouts)

Beich – Fox Creek to ~~Aeeess~~ South Corporate Limits
East – MacArthur to Jackson
Ireland Grove – Veterans to ~~2100 East~~ Towanda Barnes

SECTION 3. Bloomington City Code Chapter 29, Section 115(c), shall be and the same is hereby amended by deleting the following: (additions are indicating by underlining; deletions are indicated by strikeouts)

Washington, on the north side from 240' to 223' east of the east line of East
Washington, on the north side from 160' to 177' east of the east line of East
Washington, on the south side, from 150' to 166' west of the west line of Prairie

SECTION 4. Bloomington City Code Chapter 29, Section 130, shall be and the same is hereby amended by deleting the entire Section.

SEC. 130 TRAFFIC LIMITED TO TWO AXLES.

When signs are erected on the following designated streets giving notice thereof, no vehicle with more than two axles shall be driven thereon as follows:

Towanda Avenue from Empire Street to Jersey Avenue

except that said street may be used by such vehicles for local traffic for necessary deliveries or pickups to a point or points located on said street which are not accessible by any other route.

SECTION 5. Bloomington City Code Chapter 29, Section 133, under the heading January 15th – April 15th shall be and the same is hereby amended by deleting the following:

Fox Creek from Stonehedges to Scottsdale 10 tons

SECTION 6. Bloomington City Code Chapter 29, Section 141, shall be and the same is hereby amended by correcting the following headings: (additions are indicating by underlining; deletions are indicated by strikeouts)

SCHOOL DAYS – ~~7:30—8:30~~ 8:15 – 8:45 a.m. and 3:00 – ~~4:00~~ 3:45 p.m.

THROUGH PROHIBITED ON SCHOOL DAYS ~~7:30—8:30~~ 8:15 – 8:45 a.m. and 3:00 – ~~4:00~~ 3:45 p.m.

SECTION 7. Bloomington City Code Chapter 29, Section 143, shall be and the same is hereby amended by correcting the following: (additions are indicating by underlining; deletions are indicated by strikeouts)

Cornelius, Airport to Ekstam ~~East Corporate Limits~~

SECTION 8. Bloomington City Code Chapter 29, Section 144, shall be and the same is hereby amended by adding the following:

Mitsubishi – Market
Towanda Barnes – Ft. Jesse
Towanda Barnes – General Electric
Towanda Barnes – Ireland Grove
White Oak – Martin Luther King

SECTION 9. Bloomington City Code Chapter 29, Section 145(d) shall be and the same is hereby amended by adding the following:

Gina Stops for Norma
Helen Stops for Norma
Indianapolis Stops for Croxton
Longden Stops for Hollycrest
Longden Stops for Six Points
Packard Stops for Magoun

Rathmore Stops for Francesco
Riverwoods Stop for Lay
Summerview Stops for Valley Brook
Vladimir Stops for Rainbow
Wedgewood Stops for Foxtail
Wine Way Stops for Norma

SECTION 10. Bloomington City Code Chapter 29, Section 145(e) shall be and the same is hereby amended by adding the following:

Anabelle Yields for Escalade
Fullerton Yields for Riverwoods
North Country Club Yields for Country Club Place
Tyler Trail Yields for Fullerton

SECTION 11. Bloomington City Code Chapter 29, Section 145(e) shall be and the same is hereby amended by deleting the following:

Summerview Yields for Valley Brook
Vladimir Yields for Rainbow

SECTION 12. Bloomington City Code Chapter 29, Section 145(g), shall be and the same is hereby amended by adding the following:

Vladimir Stops for Rainbow

SECTION 13. Bloomington City Code Chapter 29, Section 147(a), under the heading 15 Minute Time Limit: At All Times – Sunday through Saturday, shall be and the same is hereby amended by correcting the following: (additions are indicating by underlining; deletions are indicated by strikeouts)

Washington, on the north side, from 20' to 60' ~~41'~~ west of the west line of East

SECTION 14. Bloomington City Code Chapter 29, Section 147(a), shall be and the same is hereby amended by deleting the following:

7:00 a.m. – 5:00 p.m. – Monday – Friday
Jefferson, on the south side, from 20' to 170' west of the west line of Evans

8:00 a.m. – 3:00 p.m. – Monday – Friday
Evans on the west side from Washington to Jefferson

SECTION 15. Bloomington City Code Chapter 29, Section 149, shall be and the same is hereby amended by adding and correcting the following: (additions are indicating by underlining; deletions are indicated by strikeouts)

Buckeye on the north side from 300' east of Eldorado to Fairmont
Ekstam on the west side from Pamela to Gerig
Gerig on both sides from Ekstam to Haeffele
Haeffele on both sides Empire to beginning of private section north of Gerig
Jefferson on the south side from 465' to 504' east
Jefferson on the north side from 275' to 333' west of Towanda
Jefferson on the south side from Madison to Roosevelt ~~a point 135' west~~
Kelsey on the north side from Lee to Oak
Market on both sides from Morris to Catherine Howard
Pamela on the north side from Towanda Barnes to Ekstam
Pamela on the south side from Towanda Barnes to 130' east of Norma
Rave on the north side from Towanda Barnes to the east property line of 3710 Rave
Taylor on the south side from 75' to 125' east of Low

SECTION 16. Bloomington City Code Chapter 29, Section 149, shall be and the same is hereby amended by deleting the following:

Buckeye on both sides from Fairmont to Eldorado
Gerig on the south side from Ekstam west to and including cul-de-sac
Low on both sides from Grove to Olive

SECTION 17. Bloomington City Code Chapter 29, Section 150, under the heading 7 days a week 3:00 a.m. to 5:00 a.m. shall be and the same is hereby amended by deleting the following:

Center on both sides, Jefferson to Washington (Tow Away Zone on Saturday and Sunday)

SECTION 18. Bloomington City Code Chapter 29, Section 150, under the heading 7 days a week 3:00 a.m. to 5:00 a.m. shall be and the same is hereby amended by correcting the following:

Main on both sides ~~Washington Front~~ to Jefferson (Tow Away Zone on Saturday and Sunday)

SECTION 19. Bloomington City Code Chapter 29, Section 150, shall be and the same is hereby amended by adding the following:

3:00 p.m. to 4:00 p.m. on School Days When Children are Present

Grove on the north side from State to Leland

SECTION 20. Bloomington City Code Chapter 29, Section 152, under the heading 7:00 a.m. to 9:00 a.m. and 3:00 p.m. to 5:00 p.m. shall be and the same is hereby amended by deleting the following:

Smokey around Cul-de-sac at east end

SECTION 21. Bloomington City Code Chapter 29, Section 152, under the heading 7:00 a.m. to 9:00 a.m. and 3:00 p.m. to 6:00 p.m. shall be and the same is hereby amended by deleting the following:

Empire on the south side from Main to Center

SECTION 22. Bloomington City Code Chapter 29, Section 152, under the heading 7:00 a.m. to 4:00 p.m. shall be and the same is hereby amended by adding the following:

Morris on both sides from Seminary north to the dead end
Reed on both sides from Chatham to Royal Pointe

SECTION 23. Bloomington City Code Chapter 29, Section 153(a) shall be and the same is hereby amended by adding and correcting the following:

Baker on the south side in front of 303 E. Baker
Center on the east side from 20' to 60' north ~~40' south~~ of the north ~~south~~ line of Market
Clayton on the west side adjacent to 611 E. Front
Eisenhower on the east side from 256' to 276' south of Jersey
Folsom on the north side in front of 1019 W. Folsom
Golden on the south side in front of 1909 Golden
Grove on the north side in front of 925 W. Grove
Grove on the north side in front of 817 W. Grove
Lee on the east side adjacent to 407 W. Market
Monroe on the south side from 140' to ~~160'~~ 180' west of the west line of Clinton
Oak on the east side in front of 1223 N. Oak
Oak on the east side adjacent to 508 W. Elm
Packard on the north side in front of 107 W. Packard
Walnut on the south side in front of 406 N. Walnut
Washington on the south side in front of 908 W. Washington

SECTION 24. Bloomington City Code Chapter 29, Section 153(a), shall be and the same is hereby amended by deleting the following:

Douglas on the south side in front of 819 E. Douglas
Grove on the south side in the first parkway parking space west of McClun
Jackson on the north side in front of 510 E. Jackson
Mulberry on the south side 3' to 23' east of the drive on the east side of 510 W. Mulberry
Nicolls on the north side from 30' to 50' east of the east line of East

SECTION 25. Bloomington City Code Chapter 29, Section 154, under the heading 10 Minute Time Limit – 8:00 a.m. to 9:00 p.m. shall be and the same is hereby amended by adding the following:

Main on the west side from 44' to 67' north of the north line of Mulberry

SECTION 26. Bloomington City Code Chapter 29, Section 154(b), under the heading Monday through Friday -- 2 Hour Time Limit – 7:00 a.m. to 6:00 p.m. shall be and the same is hereby amended by deleting the following:

Major Butler Parking Lot – North Half

SECTION 27. Bloomington City Code Chapter 29, Section 155(a), under the heading 2 Hour Time Limit – 7:00 a.m. to 5:00 p.m. shall be and the same is hereby amended by adding the following:

Seminary on the north side from Main to Center

SECTION 28. Bloomington City Code Chapter 29, Section 155(a), under the heading 2 Hour Time Limit – 7:00 a.m. to 5:00 p.m. shall be and the same is hereby amended by deleting the following:

Grove on the south side from 115' to 205' west of the west line of McClun
Grove on the south side from 355' to 385' west of the west line of McClun

SECTION 29. Bloomington City Code Chapter 29, Section 155.5(a), shall be and the same is hereby amended by deleting the following:

2 Hour Time Limit – 7:00 a.m. – 5:00 p.m.

Grove on the north side from 230' to 290' west of the west line of McClun

SECTION 29. Bloomington City Code Chapter 29, Section 155.5(b), shall be and the same is hereby amended by deleting the following:

(Locations to be designated at a later date.)

SECTION 30. Bloomington City Code Chapter 29, Section 155.5(c), shall be and the same is hereby amended by adding the following:

Grove on the north side from 230' to 290' west of the west line of McClun

SECTION 31. Bloomington City Code Chapter 29, Section 156.5, shall be and the same is hereby amended by adding and correcting the following:

Bloomington Heights, Market to Washington – 40 m.p.h.
White Oak (U.S. 150), 300' north ~~south~~ of Graham to north corporate limits – 45 ~~55~~ m.p.h.

SECTION 32. Bloomington City Code Chapter 29, Section 156.5, shall be and the same is hereby amended by deleting the following:

Veterans (I-55 Business Loop, south and westbound) 300' west of Morris to southwest corporate limits – 55 m.p.h.

Veterans (I-55 Business Loop, east and northbound), corporate limits to 1,200' west of Morris – 55 m.p.h.

Veterans (I-55 Business Loop, east and northbound), 1,200' west of Morris to north corporate limits – 45 m.p.h.

SECTION 33. Bloomington City Code Chapter 29, Article XXIV shall be and the same is hereby amended by deleting the entire Article.

ARTICLE XXIV

REFUSE COLLECTION VEHICLES

SEC. 210 REFUSE COLLECTION VEHICLES - WEIGHT.

Drivers of trucks used exclusively for garbage or refuse disposal purposes and equipped with self compactors shall be and the same are hereby authorized to operate such vehicles on all highways under the jurisdiction of the City of Bloomington with gross weights and axle loads up to 33% in excess of the gross weights and axle loads provided for in Chapter 15 of the Illinois Vehicle Code, but not in excess of the following limitations:

Single Axles:	22,000 lbs.
Tandem Axles:	40,000 lbs.
Gross Weight:	54,000 lbs.

SEC. 211 SPEED LIMITS.

Vehicles covered by this Article may not be driven in excess of 45 m.p.h. at any time, and shall be driven in compliance with any lower posted speed limits.

SECTION 34. Except as provided herein, the Bloomington City Code, 1960, as amended, shall remain in full force and effect.

SECTION 35. The City Clerk shall be, and she is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 36. 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 37. This Ordinance shall take effect ten (10) days after passage and approval.

PASSED this 11th day of May, 2015.

APPROVED this 12th day of May, 2015.

APPROVED:

TARI RENNER
Mayor

ATTEST:

Cherry Lawson
City Clerk

Motion by Alderman Schmidt, seconded by Alderman Painter Recommend that the Text Amendments to Chapter 29, Motor Vehicles and Traffic, be approved and the Ordinance passed.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Application of Dyno Enterprises, Inc., d/b/a Convenient Food Mart, located at 1102 N. Hershey Rd., requesting a PAS liquor license which would allow the sale of all types packaged alcohol for consumption off the premises seven (7) days a week

RECOMMENDATION/MOTION: That a PAS liquor license for Dyno Enterprises, Inc., d/b/a Convenient Food Mart, located at 1102 N. Hershey Rd., be created, contingent upon compliance with all applicable health and safety codes, verification of underground storage tank and gas pump removal, BASSETT certification, and a detailed floor plan.

STRATEGIC PLAN LINK: Goal 4. Grow the local economy.

STRATEGIC PLAN SIGNIFICANCE: Objective 4.a. Retention and growth of current local business.

BACKGROUND: The Bloomington Liquor Commissioner, Tari Renner, called the Liquor Hearing to order to hear the application of Dyno Enterprises, Inc., d/b/a Convenient Food Mart,

located at 1102 N. Hershey Rd., requesting a PAS liquor license which would allow the sale of all types of packaged alcohol for consumption off the premises seven (7) days a week.

Present were Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan. City staff present were Assistant Corporation Counsel, George Boyle and Interim City Clerk, Renee Gooderham. Julia Davis, attorney for the applicant and Ajeet Singh, applicant representative, addressed the Commission. Ms. Davis provided a copy of a letter from CW³ M Company, Inc., Environmental Consulting Services, dated April 13, 2015. It was noted that the gas tanks at 1102 N. Hershey Rd., were out of service. CW³ M would begin the process of removing same within forty-five (45) days.

Commissioner Tompkins questioned whether a licensee was currently selling alcohol at the premises. Ms. Davis stated that Convenient Food Mart, Inc., d/b/a Convenient Food Mart was operating at the premises.

Commissioner Tompkins questioned video gaming. Mr. Singh responded they were not considering having video gaming.

Commissioner Tompkins questioned BASSETT (Beverage Alcohol Sellers and Servers Education) certification. Mr. Singh stated he would take the required course to obtain certification.

George Boyle, Asst. Corporation Counsel, questioned whether the business would operate as a convenience store as opposed to a liquor store. Mr. Singh responded it was intended that the site would remain a convenience store.

Commissioner Tompkins questioned the percentage of square footage of liquor the Licensee intended to display for sale. Mr. Singh stated that liquor was currently at the back of the store and constituted about 20% of the square footage displayed. He had no plans to change same. Mr. Boyle read from Chapter 6, Alcoholic Beverages, Section 1, Definitions, Retail Grocery Convenience Store. The maximum total public selling space for alcoholic beverages was fifteen percent (15%).

Commissioner Tompkins requested a detailed floor plan.

Motion by Commissioner Jordan, seconded by Commissioner Tompkins that the application of Dyno Enterprises, Inc., d/b/a Convenient Food Mart, located at 1102 N. Hershey Rd., requesting a PAS liquor license which would allow the sale of all types packaged alcohol for consumption off the premises seven (7) days a week be approved contingent upon compliance with all applicable health and safety codes, verification of underground storage tank and gas pump removal, BASSETT certification, and a detailed floor plan.

Motion carried, (viva voce).

Commissioner Renner stated that this item would appear on the Council's May 11, 2015 Consent Agenda. He encouraged Mr. Singh to attend same.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on April 6, 2015 in accordance with City Code. In accordance with City Code, approximately forty-eight (48) courtesy copies of the Public Notice were mailed on April 6, 2015 to occupants of adjacent properties. In addition, the Agenda for the April 6, 2015 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None. The annual fee for a PAS liquor license is \$1,410. There is currently a licensee on the premises paying that amount.

Respectfully submitted for Council consideration.

Prepared by: Renee Gooderham, Interim City Clerk

Reviewed by: George D. Boyle, Asst. Corporation Counsel

Recommended by:

Tari Renner
Mayor

Alderman Fruin questioned the impact on neighborhoods. He believed the location was in a non-owner occupied area.

Motion by Alderman Fruin, seconded by Alderman Schmidt that an PAS liquor license for Dyno Enterprises, Inc., d/b/a Convenient Food Mart, located at 1102 N. Hershey Rd., be created, compliance with all applicable health and safety codes, verification of underground storage tank and gas pump removal, BASSETT certification, and a detailed floor plan.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Bicycle Master Plan

RECOMMENDATION/MOTION: That the City of Bloomington Bicycle Master Plan be adopted.

STRATEGIC PLAN LINK: Goal 1. Financially Sound City Providing Quality Basic Services; Goal 2. Upgrade City Infrastructure and Facilities; Goal 3. Grow the Local Economy; Goal 4. Strong Neighborhoods; Goal 5. Great Place – Livable, Sustainable City; Goal 6. Prosperous Downtown Bloomington.

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City services delivered in the most cost-effective, efficient manner, Objective 1e. Partnering with others for the most cost-effective service delivery; Objective 2d. Well-designed, well-maintained City facilities emphasizing productivity and customer service; Objective 3a. Retention and growth of current local businesses; Objective 4d. Improved neighborhood infrastructure; Objective 5a. Well-planned City with necessary services and infrastructure, Objective 5c. Incorporation of “Green Sustainable” concepts into City’s development and plans; Objective 6d. Healthy adjacent neighborhoods linked to Downtown.

BACKGROUND: On October 14, 2013, the Council authorized an agreement with the League of Illinois Cyclists for preparation and production of a Bicycle Master Plan.

The League of Illinois Bicyclists has been working on the plan since the fall of 2013. The League of Illinois Bicyclists developed the plan in conjunction with the Steering Committee, City staff and through multiple opportunities for public input. Public input was gathered utilizing paper surveys distributed through water bills and available online in the Spring of 2014, a Spring 2014 Mind Mixer survey, a March 2014 brainstorming session, a November 2014 public meeting, comment forms following the November 2014 public meeting, and at the March 11, 2015, Planning Commission public hearing. The plan has been shared with, and reviewed by the Illinois Department of Transportation and the McLean County Highway Department.

The Steering Committee determined and requested that the public outreach efforts include a presentation and a public hearing at a meeting of City Planning Commission. This outreach also included the request of the Planning Commission to recommend the Council adopt the bike plan as written. As included in the attached Unapproved Minutes of the March 11, 2015, meeting, the Commission voted 10 to 0 to recommend adoption.

The report provides recommendations for bikeways throughout the whole of the City, while working to balance the needs and desires of the bicyclists, motorists/traveling public, neighborhoods, local businesses, and residents. Multiple bikeway types are included in the report while targeting the casual adult bicyclist, though the needs of the advanced cyclists and children are all addressed. Other bikeway network recommendations include trail crossings, trail usage signing and striping, traffic signal considerations, way finding signage, coordination with other agencies, and Route 66 trail routing.

The report also outlines information related to bicycle parking, education, enforcement and encouragement efforts, as well as multi-year funding and implementation, annual evaluation

recommendations, future planning considerations and a summary of public input received throughout plan development.

The master plan provides information necessary to develop a multi-year work plan and outlines budgetary cost ranges (see section 6) associated with the different types of bikeways proposed. The table below utilizes the bikeway types in miles and budgetary cost ranges. It should be noted that all miles of bikeways are included in the table, regardless of jurisdictional ownership (City, IDOT, County, and Township) of the roadway associated with the bikeway.

City of Bloomington Bicycle Master Plan								
Bikeway Types	\$ / Mile (Low)	\$ / Mile (High)	High Priority Miles	Medium Priority Miles	Low Priority Miles	Total Miles	Total Cost Range (Low)	Total Cost Range (High)
Bike Lanes (see Note 1)	15,000	250,000	11.4	2.0	0.0	13.4	201,000	3,350,000
Combined Bike/Parking Lanes (see Note 1)	15,000	250,000	0.2	1.2	0.0	1.4	21,000	350,000
Shared Lane Markings	10,000	25,000	5.2	1.1	0.9	7.2	72,000	180,000
Bike Route Wayfinding Signs (only)	10,000	25,000	2.2	4.5	2.6	9.3	93,000	232,500
Paved Shoulders	120,000	180,000	1.7	1.3	1.5	4.5	540,000	810,000
Add Sidepath (see Note 2)	125,000	2,000,000	8.4	3.7	2.0	14.1	1,762,500	8,775,000
Widen sidewalk to sidepath	400,000	500,000	0.0	0.0	7.6	7.6	3,040,000	3,800,000
Add Trail (see Note 2)	125,000	2,000,000	3.6	2.6	0.0	6.2	775,000	5,050,000
Total (Estimated)			32.7	16.4	14.6	63.7	6,504,500	22,547,500

Note 1 - The '\$ / Mile (High)' column includes street repairs, bicycle friendly drainage structure modifications, resurfacing of bicycle facilities, and other street related modifications deemed necessary.

Note 2 - The '\$ / Mile (High)' column includes costs associated with constructing a bridge / underpass structure each mile. The estimate shown in the 'Total Cost Range (High)' column includes costs associated with construction of a bridge / underpass structure approximately every 5 miles.

These costs are budgetary in nature and therefore actual costs associated with each segment of the plan will vary based on the condition of existing infrastructure, required repairs, resurfacing requirements, the need for bridges and other structures, land acquisition, as well as jurisdiction of the roadway and cost sharing / funding opportunities.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Steering Committee met on February 12, 2014 and October 17, 2014, and provided the opportunity to provide written / email comments on several occasions. Public input was gathered utilizing paper surveys distributed through water billing and available online in the Spring of 2014, a spring 2014 Mind Mixer survey, a March 2014 brainstorming session, a November 2014 public meeting, comment forms following the November 2014 public meeting, and at the March 11, 2015 Planning Commission public hearing. Meetings and correspondence with IDOT and the McLean County Highway Department were held to gain their insights and comments related to facilities along roadways under their jurisdiction.

FINANCIAL IMPACT: Though the master plan outlines priorities and provides budgetary cost ranges for bikeway types, the plan does not include a specific schedule for implementation of the facilities and segments. The Bicycle Master Plan is currently has no funding in the current FY 2016 Adopted Budget. As projects are developed, additional information and costs associated with the capital improvements will be provided to the Council for approval. Smaller scale projects may be performed by City Staff and/or included in other upcoming infrastructure projects when appropriate and feasible. This Bicycle Master Plan serves as a guide to assist with

project planning and budgeting. Staff will look to leverage opportunities in partnership with other projects to provide for the most cost effective and practical implementation of the plan.

Respectfully submitted for Council consideration.

Prepared by: Robert Yehl, PE, Assistant City Engineer

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

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager
Patti-Lynn Silva, Finance Director

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2015 - 16

A RESOLUTION APPROVING THE CITY OF BLOOMINGTON BICYCLE MASTER PLAN

WHEREAS, on October 14, 2013, the City Council authorized an agreement with the League of Illinois Cyclists for preparation and production of a Bicycle Master Plan; and

WHEREAS, the League of Illinois Cyclists developed the plan in conjunction with the Steering Committee, City staff and through multiple opportunities for public input; and

WHEREAS, the Bicycle Master Plan provides information necessary to develop a multi-year work plan and outlines budgetary cost ranges associated with different types of bikeways proposed; and

WHEREAS, the City Council finds it to be in the best interests of the City to adopt the Bicycle Master Plan for the City of Bloomington dated January 23, 2015.

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

That the Bicycle Master Plan for the City of Bloomington dated January 23, 2015 is hereby approved.

ADOPTED this 11th day of May, 2015.

APPROVED this 12th day of May, 2015.

APPROVED:

Tari Renner
Mayor

ATTEST:

Cherry Lawson
City Clerk

Jim Karch, Public Works Director noted the various community partners involved in the Bicycle Master Plan (BMP).

BMP began fall 2013. There was a partnership with the League of Illinois Bicyclists. The cost was \$11,000 - \$13,000. *Mindmixer* was used to assist with resident participation through online discussion and survey's. *Mindmixer* locates residents within particular communities who were interested in specific projects. Approximately 1000 residents participated.

Mr. Karch cited shared bike lanes locations. Bike parking lanes would be established on some roads. Education would assist the community with adjusting to more bicycles on the road. The audience was the adult bicyclist.

Alderman Black questioned *Mindmixer* feedback. Mr. Karch stated that there were extreme reactions and views. The BMP would capitalize on opportunities presented.

Alderman Schmidt believed there were residents who used bicycles as transportation to work. She questioned bike traffic on Grove St.

Alderman Lower believed bicyclists were a small population. He questioned parking impacts.

Motion by Alderman Black, seconded by Alderman Schmidt that the City of Bloomington Bicycle Master Plan be adopted. Friends of the Constitution Trail assisted with paying for a portion of the plan.

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

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

Nays: Alderman Lower.

Motion carried.

The following was presented:

SUBJECT: Proposed \$2.4 million Street Resurfacing Program for the 2016 Construction Season

RECOMMENDATION/MOTION: Informational.

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

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

BACKGROUND: Bids were scheduled to be opened today for the new resurfacing contract and sidewalk contract. Additionally, the City budgeted for pavement preservation.

Last year was a record year for resurfacing. About \$8.2 million of a \$10 million bond went to resurfacing. This year, the resurfacing program was limited to revenue from the local Motor Fuel Tax. Of that, \$1.9 is budgeted for actual street improvement, \$400,000 for sidewalks and ADA-compliant sidewalk ramps and \$75,000 for Reclamite pavement preservation (not the material behind last year's dust issue). The Justice Department considers street resurfacing to be a major renovation which makes upgrading the sidewalk ramps an ADA federal compliance requirement.

This year, there is an emphasis on smaller, residential streets. Just one (1) arterial, E. Oakland Ave., is in the bid package. The City also is in first year of implementation of the Sidewalk Master Plan, a final draft of which is being completed.

The maps for this year's street resurfacing and street and alley maintenance are attached.

STREET NAME	LOCATION
Oakland Ave	Hershey St thru Priscilla Ln
Watford Dr	Oakland Ave to Cumbria Dr
Market St	East St to Robinson St
Clayton St	Washington St to Douglas St
Delmar Ln	Fairway Dr to Rowe Dr
Hillside Ct	W/O Bradley Dr
Hillside Ln	Radliff Dr to E/O Delmar Ln
Riley Dr	Mecherle Dr to Bradley Dr
Robinhood Ln	Fairway Dr thru Mecherle Dr
Rowe Dr	Delmar Ln to IAA Dr
Bissell St	Low St to Koch St
Lincoln St	Koch St to Madison St
Catherine St	Market St to Monroe St
ALLEY	LOCATION
from Seminary Ave northward to dead end	east of Ewing St

University St to Emerson St	east of Clinton Blvd
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COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The resurfacing program is budgeted to come exclusively from local Motor Fuel Tax. \$2.4 million is anticipated to be collected over the 12 months of the FY 2016 Budget. Stakeholders can locate the budgeted revenue in the FY 2016 Proposed Budget Book titled “Budget Overview & General Fund” on page 112 under Non-Departmental-Local Motor Fuel Tax (10010010-50020). The proposed expense for the resurfacing, sidewalks and ADA-compliant sidewalk ramps can be located in the FY 2016 Proposed Budget titled “Other Funds & Capital Improvement Program” on page 74 under Capital Improvement-Street Construction (40100100-72530) for \$2,000,000 and Capital Improvement-Sidewalk Construction (40100100-72560) totaling \$400,000.00.

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Public Works Administration

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

Reviewed by: Steve Rasmussen, Asst. City Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Jim Karch, Public Works, presented a PowerPoint presentation on the FY 2016 proposed \$2.4 million Street Resurfacing Program.

He noted there was a balance to resurface arterial and subdivision roads. He explained that subdivision roads were viewed as a whole resurfacing project. Thirteen (13) small streets and alleys were scheduled. Staff would complete \$3.5 million mill and fill projects.

Mr. Karch explained sewers and water mains analyses were conducted in the resurfacing areas.

Alderman Black questioned the pavement preservation project. Mr. Karch stated that CRF roads would be monitored. He cited citizen dust complaints as a factor to discontinue use.

Alderman Sage questioned routine maintenance expenses. Mr. Karch stated the Streets and Sewer Division spent in FY 2015 \$3.5 million. He noted that same pays for salaries, benefits, equipment and material.

Alderman Lower questioned costs associated with a good pavement rating. Mr. Karch stated \$13.7 million was required annually or to catch up \$80 million.

The following was presented:

SUBJECT: Text Amendment to Chapter 6, Alcoholic Beverages and Chapter 38, Streets, Sidewalks and Other Public Ways of the City Code providing that holders of Class T (Tavern) liquor licenses located in the downtown area can have sidewalk café licenses and reducing the hours during which sidewalk cafes can open for service to the public from midnight to 10:00 p.m.

RECOMMENDATION/MOTION: Recommend that the Text Amendment be approved.

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

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

BACKGROUND: In response to requests from downtown liquor license holders that the City review and revise its ordinances pertaining to outdoor café licenses, the City of Bloomington Liquor Commission convened a public hearing on the subject at its regular meeting on April 14, 2015. A summary of that meeting is as follows:

Attendees: Tari Renner, Geoffrey Tompkins and Jim Jordan, Commissioners; George Boyle, Asst. Corporation Counsel, Asst. Chief Clay Wheeler, Ryan Otto, Project Engineer and Renee Gooderham, Interim City Clerk.

Commissioner Renner introduced the item. He noted that Chapter 6, Alcoholic Beverages, allowed for a Class O liquor license authorizing retail sale of alcoholic liquor by any person holding a Class R (Restaurant) license upon a sidewalk, provided that a valid sidewalk café permit had been issued by the Department of Public works pursuant to Chapter 38.

Janet Lancaster, owner/operator, The Bistro, located at 316 N Main Street, and Downtown Bar Association President, addressed the Commission. She proposed the “O” classification be revised to include Class T (Tavern) licenses and that the hours of operation for sidewalk cafes be reduced from 12:00 midnight to 10:00 p.m. She also questioned whether ropes or barriers around sidewalk cafes were necessary.

Ryan Otto, Project Engineer, stated that the Americans with Disabilities Act Guidelines govern pedestrian areas and the Illinois Barriers Act was a standard for barriers on sidewalks. A minimum four foot (4') wide clear walking path must be provided at all times. For detectability, a two (2) rope barrier system is used where the bottom rope is a maximum of 2.25' from the ground at its highest point. This is in order to allow visually impaired individuals to detect the area. It also serves the purpose of defining the area used as a café. If the bases of the posts protrude into the sidewalk, the base must be a minimum of 2.5" thick and may not impede into the four foot (4') clear zone.

Asst. Chief Wheeler stated that the 10:00 p.m. proposed closing hour closed was an improvement from midnight.

George Boyle, Asst. Corporation Counsel, noted that roped barriers help define the premises for which the license holder is responsible. This assisted in enforcement of the liquor code.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that staff amend Chapter 6, Alcoholic Beverages, Section 7A Classification, (11) Class "O" to allow Class T liquor licenses to apply for same and change hours of operation to 9:00 a.m. to 10:00 p.m. Motion carried, (viva voce).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The text amendment was discussed at the regularly scheduled monthly Bloomington Liquor Commission and was published as part of the agenda of said meeting.

FINANCIAL IMPACT: Little or no direct financial impact is expected.

Respectfully submitted for Council consideration.

Prepared by: George D. Boyle, Assistant Corporation Counsel

Reviewed by: George D. Boyle, Assistant Corporation Counsel

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

Recommended by: Tom Dabareiner AICP, Community Development Director

David A. Hales
City Manager

ORDINANCE NO. 2015 - 26

AN ORDINANCE AMENDING THE BLOOMINGTON CITY CODE CHAPTER 6, ALCOHOLIC BEVERAGE AND CHAPTER 38, STREETS, SIDEWALKS AND OTHER PUBLIC WAYS

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

SECTION 1. That a portion of Bloomington City Code, Chapter 6, Section 7A, be amended to read as follows (additions are indicated by underlining; deletions are indicated by strikeouts):

(11) Class "O" (Outdoor) - authorizes the retail sale of alcoholic liquor by any person holding either a Class R license or Class T license upon a sidewalk designated in a sidewalk cafe permit adjacent to the licensed premises during the hours of 9:00 a.m. to 10:00 p.m. 12:00 o'clock midnight, Monday through Saturday, and 12:00 noon to 10:00 p.m. 12:00 o'clock midnight on Sunday, provided that a valid sidewalk cafe permit has been issued, pursuant to Article IX of Chapter 38. During the times when alcoholic liquor may be served under the Class O license, the licensee shall: (1) Not allow or permit any customer, employee or other person to remove alcoholic liquor from the area designated in the sidewalk cafe permit or the service premises of the licensee. (2) Not serve, allow or permit any person to be served, be in possession of, or consume alcoholic liquor in the area designated in the sidewalk cafe permit unless that person is utilizing the seating which has been provided in accordance with the site plan approved with the sidewalk cafe permit. (3) Comply with all requirements set forth in Article IX of Chapter 38. (4) Provide table service, which may shall include food service, in the sidewalk cafe area during the hours when alcoholic liquor is permitted to be served. The sidewalk cafe area shall be subject to all provisions of this chapter as though the sidewalk cafe area was part of the licensee's service premises during the times permitted by this section for alcoholic liquor sales. Prior to the issuance of a Class O license the licensee shall provide proof of dram shop insurance. The policy shall name the City of Bloomington as an additional insured, and will indemnify and hold it harmless from any action, proceeding or claim of liability asserted against it as a result of the operation of a sidewalk cafe. Failure by the licensee to maintain the insurance required by this section shall result in the revocation of the license.

SECTION 2. That a portion of Bloomington City Code, Chapter 38, Section 167.3 and Section 167.5, be amended to read as follows (additions are indicated by underlining; deletions are indicated by strikeouts):

Section 167.3 : Application.

Application for a {an} sidewalk cafe permit shall be made on forms supplied by the City Clerk, and submitted to the Director of Engineering, together with the required fee, and shall, at minimum, include the following:

(a) The name, address, and telephone number of the owner of the property and the food service establishment related to the permit.

(b) A drawing or sketch which will include the dimensions of the proposed permit area and which shows the location and type of the tables, chairs, trash receptacles and other equipment proposed to be used, location of ingress and egress, the curb line and any existing public or utility-owned equipment facilities in or adjacent to the area proposed which are visible to the eye, including but not limited to parking meters, trees, manhole covers and utility poles or openings.

(c) A statement as to whether the applicant intends to serve alcoholic beverages and if yes, a copy of a valid Class R or Class T liquor license.

(d) An operations plan specifying the proposed dates, days and hours of operation of the sidewalk cafe, the hours of operation of the adjacent food service establishment, scheduled maintenance of the permit area, maximum seating capacity, and method of providing security and maintenance.

(e) An original of a certificate of insurance listing the required coverage amounts and policy periods of the permittee's general liability policies.

(f) An executed waiver of liability in a form approved by the City Attorney.

(g) Any other information related to the requirements of this chapter that the Director of Engineering may require.

Section 167.5 : Regulations.

(a) A sidewalk cafe is permitted only on sidewalks. The permit area shall be limited to the area immediately adjacent to the establishment requesting the permit, or on sidewalks contiguous to the sidewalk adjacent to the establishment.

(b) No permit shall be issued for sidewalks abutting Madison Street and East Street between Locust Street on the north and Kentucky Alley on the south.

(c) No permit will be allowed if seats or equipment in the sidewalk cafe result in the need for additional restrooms or additional parking and unless such additional restrooms or parking are provided, except that no alcoholic beverages may be sold or consumed after 10:00 p.m. twelve o'clock (12:00) midnight.

(d) The hours when service is permitted at the sidewalk cafe shall be during business hours of the permittee, provided however that alcoholic beverages may only be served or consumed within the permit area between the hours of 9:00 a.m. to 10:00 p.m., Monday through Saturday, and 12:00 noon to 10:00 p.m. ten o'clock a.m. and twelve o'clock midnight Monday through Saturday and twelve o'clock noon and twelve o'clock midnight on Sunday.

(e) Any person making use of a sidewalk cafe shall do so in a reasonable manner with due regard for the health and safety of persons and property. No permittee shall make any physical alteration to public property without the written permission of the Director of Engineering. A permittee shall owe a duty to the City of Bloomington and third persons to maintain the permit area in a clean, safe and sanitary condition.

(f) The permittee shall keep the permit area free of litter, cans, bottles and spills at all times. The permittee shall promptly collect and dispose of all litter, trash and other waste materials associated with the sidewalk cafe, including material in the adjacent public right-of-way or property originating from the sidewalk cafe. The permittee shall dispose of any such waste in their own trash containers only.

(g) No cooking or food preparation shall be permitted at any time within the permit area.

(h) Upon the expiration or other termination of a sidewalk cafe use permit, the permittee shall immediately remove all tables, chairs, furnishings, equipment and other items of personal

property from the permit area. Any such items remaining upon the public right-of-way may be removed and disposed of by the City of Bloomington at the sole cost and expense of the permittee.

(i) No live entertainment or sound amplification equipment shall be allowed at any time within the permit area. This provision shall not prohibit ambient background music. For purposes of this provision, “ambient background music” shall mean quiet music that is played at minimal volume such that it is not audible from adjoining property or public rights of way.

(j) Only the following types of furniture or other equipment may be located in an sidewalk cafe:

(1) Tables and chairs.

(2) Umbrellas.

(3) Waste receptacles.

(4) Busing carts.

(5) Temporary railings or landscaping used to demarcate the boundaries of the permit area. Said furniture and other equipment shall be portable, shall not be chained, bolted or otherwise secured together as a unit, shall not be affixed to the surface of the permit area, and shall be removed on a nightly basis.

(k) The maximum allowable dimension for tables shall be forty-eight (48) inches in diameter, forty-eight (48) inches in width or length, and thirty (30) inches in height.

(l) Tables shall be freestanding with detached chairs or seating, unless it is determined that another design meets the intent of these regulations and a specific exception is permitted in writing by the Director of Engineering.

(m) Umbrellas shall have a maximum diameter of eight (8) feet, a weighted base and be fabric covered.

(n) No signs, banners, sandwich boards or other like advertising, except for advertising permitted by the Sign Code, shall be located in the permit area.

(o) Tables, chairs, umbrellas, and other permissible equipment shall be located in the sidewalk cafe area so that there remains open, at all times, a longitudinal walking space, the location of which shall be determined by the Director of Engineering or designee, of a minimum of four (4) feet in width, with a cross-slope not to exceed Americans with Disability Act (ADA) requirements.

(p) The placement of portable heaters must be reviewed and approved by the City’s Fire Inspector.

(q) The Director of Engineering may promulgate administrative rules which relate to the requirements contained in this article. Such rules shall be attached to the permit and be followed by the permittee.

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

SECTION 4. The City Clerk shall be, and she is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 5. 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 6. This Ordinance shall take effect 10 days after passage and approval.

PASSED this 11th day of May, 2015.

APPROVED this 12th day of May 2015.

APPROVED:

TARI RENNER
Mayor

ATTEST:

CHERRY LAWSON
City Clerk

Mayor Renner noted that Downtown Taverns had requested sidewalk café allowance.

Alderman Black questioned areas roped off. Mayor Renner stated that Asst. Chief Wheeler believed same would allow for serving control. The concern was people walking around with open alcohol.

Motion by Alderman Black, seconded by Alderman Hauman recommend that the Text Amendment be approved.

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

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

Nays: None.

The following was presented:

SUBJECT: Budget Task Force

RECOMMENDATION/MOTION: That the City Council approve a Resolution Establishing the Formation of a Budget Task Force Committee.

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 Mayor has proposed the creation of a Budget Task Force designed to: (1) examine and make recommendations that outline different approaches to address the City's long-term structural budget challenges; (2) work with City staff to produce budget scenarios that provide the City Council with options to address the long-term structural deficit; and (3) present a report to the City Council at its work session in September. The Budget Task Force is not designed to usurp the discussions of the City Council on these matters, as the City Council's discussion on budget and fiscal issues, with a focus on infrastructure, will also continue.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Task Force Members will not be paid, although City staff will assist the Task Force as directed by the City Manager.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Corporation Counsel

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

Recommended by:

Tari Renner
Mayor

RESOLUTION NO. 2015 - 18

A RESOLUTION ESTABLISHING THE FORMATION OF A BUDGET TASK FORCE COMMITTEE

WHEREAS, the City of Bloomington has an annual general fund operating budget of approximately \$95,000,000 and had to utilize money from its reserves to pass a balanced budget for FY 2016; and

WHEREAS, the City is expected to face a projected structural deficit of approximately \$8,000,000 in its general fund in Fiscal Year 2017 and could lose up to an additional \$4,000,000 in loss of state income tax or similar state revenues as proposed in the Gubernatorial budget; and

WHEREAS, in fiscal year 2008, the City had a negative unreserved fund balance in its general fund in the amount of (\$109,000) and since said time has worked to improve the City's reserves; and

WHEREAS, upon implementation of certain policies by the City Council, including a Fund Balance Reserve Policy, the audited unreserved fund balance grew to \$14,000,000 by fiscal year 2014; and

WHEREAS, common accounting practices call for unreserved fund balance to be 10 to 15 percent minimum with a goal of two months of operating expenditures be available for unforeseen or catastrophic events; and

WHEREAS, during this same time, the City Council has pursued master planning of major infrastructure, transportation, streets, sidewalks, park, zoo, and bicycles, to measure and evaluate the condition, demand and estimate future City costs; which is still underway. Early estimates are calling for an estimated \$400,000,000 in deferred capital needs for all funds. Approximately, \$110,000,000 is associated with the general fund for facilities improvement and repair, and street resurfacing; and

WHEREAS, the City has two major sources of revenue, including sales tax (approximately 28 percent of general fund revenues) and property tax (approximately 18 percent of general fund revenues);

WHEREAS, the City has seen lower than estimated sales tax revenue over the last two fiscal years and has held the sales tax rate steady since fiscal year 2009 when there was a .25 percent increased earmarked for the annual debt service related to the U.S. Cellular Coliseum and to help restore the general fund balance; and

WHEREAS, the City's property tax has either been held constant or decreased in recent years, notwithstanding a slight increase in fiscal year 2011 which was earmarked for City pensions; and

WHEREAS, to help address previous fiscal issues, the City reduced the total number of full time equivalent employees, going from 864 in fiscal year 2008 to 760 in fiscal year 2014. Notwithstanding the reduction in staff, during this same time period the City population grew (estimated growth was at least an additional 14,000 people through 2013), increasing the demand for City services; and

WHEREAS, the increased demand for services, the increased costs of providing services, and the emergency repair of aging infrastructure is converging with declining or flat general fund revenues to create a structural deficit; and

WHEREAS, other long-term cost saving measures instituted by the City Council included an aggressive Police and Fire Pension Funding Policy, which required a short-term investment of approximately \$6,000,000 to save the City up to \$70,000,000 over the life of the pension; and

WHEREAS, extensive citizen engagement has taken place over the last two years, from multiple agencies, both regionally and locally, on the City of Bloomington and its finances. Citizen, meetings, surveys, academies and other public engagement have revealed a public understanding noting the need to increase revenue with corresponding efforts to make reductions and gain efficiencies in city operations; and

WHEREAS, the Mayor of the City of Bloomington has proposed the formation of a Budget Task Force to examine the City's fiscal situation and make recommendations on budgetary matters; and

WHEREAS, the Task Force will be composed of nine members, including three aldermen, two representatives from the business community as recommended by the McLean County Chamber of Commerce, two representatives from the non-profit community and two additional community representatives; and

WHEREAS, the purpose of the Task Force shall include: (1) examining and making recommendations that outline different approaches to address the City's long term structural budget challenges; (2) with the use of priority based budgeting as a tool, working with City staff to produce budget scenarios that provide the City Council with options to address the City's long-term structural deficit; and (3) presenting a report to the City Council at a Work Session Budget meeting on or before September 21, 2015; and

WHEREAS, the Task Force shall be in existence from adoption of this resolution and shall cease its operations upon presentation of the report on or before September 21, 2015; and

WHEREAS, the Task Force shall be subject to the provisions of the Illinois Open Meetings Act and shall elect from one of its own members a secretary to take meeting minutes; and

WHEREAS, the City Manager shall be responsible for providing the Task Force with necessary staff to assist it in its functions; and

WHEREAS, the members of the Committee shall consists of those persons identified within this Resolution;

WHEREAS, City Council will simultaneously continue to discuss the City's budget and fiscal issues, with a focus on infrastructure, and will incorporate reports from the Task Force into these discussions.

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 creates the Budget Task Force Committee, which shall be considered an *ad hoc* committee. The Task Force shall consist of nine people, including: Alderman Sage, Alderman Black, Alderman Buragas, John Zeunik (community representative), Jamie Mathy (community representative), Dontae Latson (non-profit representative), Deana Frautschi (non-profit representative), and two individuals to be named by the McLean County Chamber of Commerce to represent the business community. The Task Force shall be co-chaired by one Alderman and another member of the Task Force as decided and elected by the Task Force. The Task Force shall meet initially at the

call of one of the alderman appointed to the Task Force and thereafter at the call of either of the co-chairpersons. A majority of the Task Force (i.e., 5 members) shall constitute a quorum of the Task Force to conduct business.

Section 3. 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, May 11, 2015, by a vote of 8 to 1.

Tari Renner
Mayor

ATTEST:

Cherry Lawson
City Clerk

Mayor Renner noted that many cities' use a budget task force including the federal government. He believed same would clarify options and provide a board perspective.

Alderman Schmidt believed there would be parallel tracks. The Task Force would view items through a different lens.

Alderman Lower believed more budget meetings should have been held. Reductions were required.

Alderman Black believed the Task Force would rethink services. He believed same could include staff reductions.

Motion by Alderman Schmidt, seconded by Alderman Hauman that the Resolution be adopted.

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

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

Nays: Alderman Lower.

Motion carried.

CITY MANAGER'S DISCUSSION: None.

MAYOR'S DISCUSSION: Mayor Renner recognized intern Lane Bennett in attendance. He clarified Tax Increment Financing (TIF) in relationship to the Downtown Redevelopment proposal. Alderman Lower believed it was not the time for same.

ALDERMEN'S DISCUSSION: Alderman Hauman noted the half day Municipal Officials Seminar she attended on Saturday, May 9, 2015.

Alderman Lower noted he was not in favor of sharing the roadway with bicyclists on busy streets.

Motion by Alderman Black, seconded by Alderman Schmidt, that the meeting be adjourned. Time: 9:31 p.m.

Motion carried, (viva voce).

**Renee Gooderham
Chief Deputy Clerk**

**CITY OF BLOOMINGTON
CITY COUNCIL WORK SESSION MEETING
MONDAY, APRIL 27, 2015 5:45 P.M.**

Council present: Aldermen, Diane Hauman, Karen Schmidt, Kevin Lower, David Sage, Jim Fruin, Joni Painter, Judy Stearns, Mboka Mwilambwe, Scott Black and Mayor Tari Renner.

Staff present: David Hales, City Manager, Stephen Rasmussen, Asst. City Manager, Jim Karch, Public Works Director and Renee Gooderham, Interim City Clerk.

Mayor Renner called the Work Session to order at 5:01 p.m. He noted the topic: Columbian Homes Associate Fee Waiver Request.

PUBLIC COMMENT: Mayor Renner opened the Public Comment section of the meeting. He added that there would not be a response from the City under the Public Comment portion of the meeting.

Donna Boelen, 2702 Fox Trot Trl., addressed the Council. She read from Chapter 37, Sewers, Sewage, Disposal, ETC., Section 29, Connection with Sewers within City Payment of Prorated Costs and Chapter 16, Department of Finance, Section 36A, Assessment of Interest on Past Due Accounts.

Alderman Lower arrived at 5:05 p.m.

COLUMBIAN HOMES ASSOCIATION (CHA)

Steve Rasmussen, Asst. City Manager, addressed the Council. He stated that the Knights of Columbus (KOC), owners of CHA Subdivision were requesting a reduction of tap on and connection fees owed. There are three (3) lots approximately 2.7 acres located on the southeast intersection of Fox Creek Rd. and Cabintown Rd. The fees due were \$175,461.89. KOC was requesting reduction to \$40,398.60.

Alderman Hauman arrived at 5:07 p.m.

Staff recommended \$80,797.20. The amount was determined by combining the lots into one (1) parcel with access to same from Fox Creek Rd. The KOC received an developer offer to build a 110 unit assisted living care facility. Development could generate property tax revenue on property not current receiving same.

Alderman Stearns questioned KOC's requested per Ordinance. Mr. Rasumussen responded negatively.

Alderman Sage noted that the parcel was three (3) lots. He believed same would have to re-plat to meet the potential developer's needs. Mr. Rasumussen responded affirmatively.

Alderman Lower noted that the KOC was a not for profit Catholic fraternal organization.

Jeff Jurgens, Corporation Counsel stated that an agreement could be established with KOC. Same would be contingent upon the development of the parcel within three (3) years at an amount equal to the abatement. He reminded Council that there were no guarantees once the property was sold.

Motion by Alderman Black, seconded by Alderman Schmidt to allow someone to speak.

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

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

Nays: None.

Motion carried.

Tom Whalen, representative for KOC, addressed the Council. He provided a historical overview on the property. KOC purchased same and property at 1706 R.T. Dunn Dr. as possible options for KOC's future home. KOC later decided to build at R.T. Dunn Dr. The lot was later subdivided. The belief was same would create marketability. He cited the Recession for not obtaining same.

Alderman Fruin stated that he was an active member of the Knight of Columbus (KOC). He did not attend meetings nor held officer positions. He questioned conflict to interest. Mr. Jurgens believed the city code states there should not be a substantial interest or unable to render a fair/impartial decision.

Motion by Alderman Black, seconded by Alderman Schmidt, that the meeting be adjourned. Time: 5:29 p.m.

Motion carried, (viva voce).

Respectfully submitted,

Renee Gooderham
Interim City Clerk



CONSENT AGENDA ITEM: 7B

FOR COUNCIL: May 26, 2015

SUBJECT: Bills and Payroll

RECOMMENDATION/MOTION: That the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.

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

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

FINANCIAL IMPACT: Total disbursements to be approved \$7,698,327.60, (Payroll total \$2,289,166.09, and Accounts Payable total \$5,267,550.82).

Respectfully submitted for Council consideration.

Prepared by: Patti-Lynn Silva, Director of Finance

Recommended by:

David A. Hales
City Manager

(ON FILE IN CLERK’S OFFICE)

Attachment: Attachment 1. Bills and Payroll on file in the Clerk’s office. Also available at www.cityblm.org.
Attachment 2. Summary Sheet Bills and Payroll Report

Motion: That the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.

Motion: _____ Seconded by: _____

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

				Mayor Renner			
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CITY OF BLOOMINGTON FINANCE REPORT

Council of May 26, 2015

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
5/14/2015	\$ 1,265,023.55	\$ 330,914.30	\$ 1,595,937.85
5/15/2015	\$ 229,809.87	\$ 78,536.61	\$ 308,346.48
5/22/2015	\$ 214,672.07	\$ 79,007.71	\$ 320,679.78
5/14/2015-5/22/2015	\$ 63,950.50	\$ 251.48	\$ 64,201.98
Off Cycle Adjustments		\$ -	\$ -
		PAYROLL GRAND TOTAL	\$ 2,289,166.09

ACCOUNTS PAYABLE

Date	Bank	Total	PCARD
5/26/2015	AP General	\$ 3,967,995.53	4/02/2015-5/01/2015 \$ 141,610.69
	AP BCPA		PCARD GRAND TOTAL \$ 141,610.69
5/26/2015	AP Comm Devel	\$ 9,127.30	
	AP IHDA		
5/26/2015	AP Library	\$ 88,812.27	
	AP MIFT		
5/12/2015-5/18/2015	Off Cycle Check Runs	\$ 1,201,615.72	
	AP GRAND TOTAL	\$ 5,267,550.82	
			WIRE GRAND TOTAL
			WIRE GRAND TOTAL

TOTAL \$ 7,698,327.60

Respectfully,

 Patti-Lynn Silva
 Director of Finance



CONSENT AGENDA ITEM: 7C

FOR COUNCIL: May 26, 2015

SUBJECT: Appointments and Reappointments to the following Boards and Commissions: Scott Estate Health Care Trust Investment Committee, Bloomington Housing Authority, Board of Library Trustees, and the Public Transit Board.

RECOMMENDATION/MOTION: That the appointments to the Scott Estate Health Care Trust Investment Committee, Bloomington Housing Authority, Board of Library Trustees, and the Public Transit Board be approved.

STRATEGIC PLAN LINK: Goal 4. Strong neighborhoods.

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

BACKGROUND: I ask your affirmation of the following appointments:

Scott Estate Health Care Trust Investment Committee: Mr. John Concklin of 219 Parkview Drive, Bloomington, IL 61701 to the Scott Estate Health Care Trust Investment Committee.

On October 23, 1992, the Judge of the Circuit Court approved the Trustee recommendation for the diversification of Trust investments and requested Trustees to appoint an Investment Committee, a custodial bank, and an investment manager.

On October 28, 1999, the City Council, as Trustee of the John M. Scott Health Care Trust, adopted and approved a revised Investment Policy, entitled "John M. Scott health Care Trust Investment Procedures and Policies. This Policy states that "Individuals serving on the Investment Committee must be recommended by the Scott Commission and approved by the Trustee. As a Subcommittee of the Scott Health Care Commission, the Investment Committee must be authorized to oversee and make investment decisions, select investment managers, allocate or reallocate funds among the various types of investment or managed funds for the Trust, subject to the review and approval of the Scott Health Care Commission and the Trustee."

Bloomington Housing Authority: Arthur Haynes of 702 W Mill Street, Bloomington, IL 61701 to the Bloomington Housing Authority. His four (4) year term will be 5/1/15 – 4/30/19.

Board of Library Trustees: Julian Westerhout of 816 E Monroe, Bloomington, IL 61701 to the Board of Library Trustees. His four (4) year term will be 5/1/15 – 4/30/19.

I ask your concurrence in the reappointment of:

Public Transit Board: John Bowman of 3611 Pamela Drive, Bloomington, IL 61704 to the Public Transit Board. His four (4) year term will be 7/1/15 – 6/30/19.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Mayor contacts all recommended appointments Council approve the appointments to the Scott Estate Health Care Trust Investment Committee, Bloomington Housing Authority, Board of Library Trustees, and the Public Transit Board.

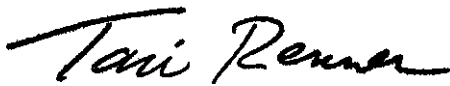
FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: M. Beth Oakley, Executive Asst.

Reviewed by: Steve Rasmussen, Assistant City Manager

Recommended by:



Tari Renner
Mayor

Attachments: Attachment 1. Board Roster

Motion: That the Council approve the appointments to the Scott Estate Health Care Trust Investment Committee, Bloomington Housing Authority, Board of Library Trustees, and the Public Transit Board.

Motion: _____ Seconded by: _____

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

Housing Authority Board

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Appointment Date	Year First Appt	Email	Street	City	Zip	Home Phone	Work Phone	Cell Phone	Fax Number	Reappointment
x		Harry	Johnson	04/30/2013	04/30/08	2007		1125 S. Barker	Bloomington	61701	824-1669				
x	Vice Chariman	Terrence	Koch	04/30/2019	05/11/15	2007		1201 N. Evans St	Bloomington	61701	829-5196				
x	Chair	Barb	Adkins	04/30/2019	05/11/15	1995		44 Parkshores Drive	Bloomington	61701	828-9639	827-0428			
x	Resident	Memuna	Lee	04/30/2019	05/11/15	2015	memunalee@gmail.com	12 Bailey Court	Bloomington	61704	707-694-8007	821-3627			
x		Barb	Nathan	04/30/2016	04/30/11	2006		22 Downing Circle	Bloomington	61704	662-0833	451-8500			

Details:

Term: 4 years

Term Limit per City Code: City Code does not apply

Members: 5 members

Number of members the Mayor appoints: 5

Type: Internal

City Code: Chapter 2, Section 30

Required by State Statute: Yes

Intergovernmental Agreements:

Funding budgeted from COB for FY2014:

Meetings: 4th Tues of each month at 4:00pm - Housing Authority Office

Number of Vacancies: 0

Number of Expired Board Members (Blm Appointments only): 1

Number of Expired Board Members Eligible for Reappointment: 1

Appointment/Reappointment Notes:

Public Transit Board

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appt	Email	Street	City	Zip	Home Phone	Work Phone	Cell Phone	Fax Number	Reappointment
x	Blm	Bill	Wilson	06/30/18	05/12/2014	2011	bwilson10s@yahoo.com	9 Gulf Pointe Ct	Bloomington	61704			533-3591		
x	Blm	John	Bowman	06/30/15	08/08/2011	2005	john.bowman.bb2@statefarm.com	3611 Pamela Dr	Bloomington	61704	824-0572	763-5225			
x	Blm	Ryan	Whitehouse	06/30/16	04/23/2012	2012	whitehouse1114@gmail.com	1806 Cottage Ave	Bloomington	61701			275-4102		
x	Chair/Blm	Judy	Buchanan	06/30/17	05/13/2013	2011	judyblm1@gmail.com	1206 E Jefferson	Bloomington	61701					
	Nml	John	Thomas	06/30/15					Normal		454-3649	454-2444			
	Nml	Felicia	Shaw	06/30/14	07/01/2014				Normal						
	Nml	Mike	McCurdy	06/30/17	04/16/2012	2012			Normal	61761	452-1470	663-8435			
	Staff/Contact	Julie	Phillips				jphillips@connect-transit.com	351 Wylie Dr	Normal	61761		829-1155			

Details:

Term: 4 years, exp date is June 30th

Term Limit per City Code: not applicable

Members: 7 members

Number of members the Mayor appoints: 4

Type: Multi-Jurisdictional

City Code:

Required by State Statute: No

Intergovernmental Agreements: Yes

Funding budgeted from COB for FY2014:

Meetings: 4th Tues of each month at 4:30pm - BNPTS 351 Wylie Dr, Normal

Number of Vacancies: 0

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

Appointment/Reappointment Notes:



CONSENT AGENDA ITEM: 7D

FOR COUNCIL: May 26, 2015

SUBJECT: Consideration of review and analysis of Bids and Approval of a Contract with Rowe Construction in the amount of \$765,000 for General Resurfacing of Bloomington City Streets and Roadways Repairs for FY 2016 (Bid #2015-61)

RECOMMENDATION/MOTION: That the unit prices and Contract with Rowe Construction for the General Resurfacing of Bloomington City Streets and Roadway Repairs for FY 2016 through Bid #2015-61 in the amount of \$765,000 be approved, and authorize the Mayor and City Clerk to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2 - Upgrade City Infrastructure and Facilities; Goal 4 - Strong Neighborhoods; Goal 5 - Great Place – Livable, Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 2a - Better quality roads and sidewalks; Objective 4d - Improved neighborhood infrastructure; Objective 5a - Well-planned City with necessary services and infrastructure.

BACKGROUND: The Public Works Department prepared the General Resurfacing FY 2016 proposal package and advertised the project for competitive bids. Bids for this contract were received until 1:00 p.m. Monday, May 11, 2015 in the office of the City Clerk. A lone bid was received and opened in the City Council Chambers. The single bid was submitted by Rowe Construction.

Rowe Construction – Bid Amount	\$755,215.78
Engineer’s Estimate	\$969,593.30
Total City LMFT Funds	\$765,000.00

The General Resurfacing FY 2016 proposal package was prepared by Public Works Staff to include a scope of work greater than the Local Motor Fuel Tax (LMFT) allocation amount for this contract. Staff was optimistic that by creating two (2) street resurfacing projects (General Resurfacing and Street & Alley Repair) this year competition would increase from the contracting community for these projects and in turn reduce the unit prices from those seen in years past. Multiple contractors requested proposal packages for both of the street resurfacing projects and as shown above, the low bidder (Rowe Construction) submitted a bid that was lower than the engineer’s estimate.

Based on the Local Motor Fuel Tax funding allocation shown below, Staff recommends awarding the contract for \$765,000.

The FY 2016 Local Motor Fuel Tax (LMFT) funding has been allocated as follows –

<u>Local Motor Fuel Tax (LMFT) Funding Distribution</u>	
General Resurfacing FY 2016	\$1,160,000
Street & Alley Repair FY 2016	\$765,000
Pavement Preservation FY 2016	\$75,000
Sidewalk Replacement & Handicap Ramp Program FY 2016	\$400,000
Total City LMFT Funds	\$2,400,000

A unit price comparison of the major work items is shown in the table below:

ITEM DESCRIPTION	UNITS	FY 2015 (Bond) Unit Price	FY 2016 Unit Price	Change (\$) FY 2015 - FY 2016	Change (%) FY 2015 - FY 2016
Inlets to be Adjusted	EA	\$950.00	\$1,015.69	\$65.69	6.91%
Inlets to be Reconstructed - Type 3 Frame & Grate	EA	\$1,918.86	\$2,484.29	\$565.43	29.47%
Pavement Patching	SY	\$95.86	\$92.49	(\$3.37)	-3.52%
Comb Concrete Curb & Gutter - Spot Repair	LF	\$86.27	\$87.27	\$1.00	1.16%
Polymerized HMA Surface Course	TON	\$111.61	\$106.47	(\$5.14)	-4.61%
Polymerized Leveling Binder, Machine Method	TON	\$126.66	\$112.05	(\$14.61)	-11.53%
Surface Removal, 1 3/4"	SY	\$4.80	\$3.54	(\$1.26)	-26.25%
Thermoplastic Pavement Marking Line 6"	LF	\$1.17	\$1.95	\$0.78	66.67%

Since the bid documents allow for the addition and removal of work items, contracts for the entire amount of the LMFT allocated budget amount will be awarded. The contract completion date for this project is November 13, 2015.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on April 27 and May 4, 2015 and a pre-bid meeting was held at 10:30 a.m. on May 4, 2015 in the Public Works Department Conference Room.

FINANCIAL IMPACT: The FY 2016 Adopted Budget includes \$2,400,000 in Local Motor Fuel Tax for pavement preservation, sidewalks, general resurfacing and street & alley repair. The \$765,000 for FY 2016 General Resurfacing is budgeted in the Capital Improvement Fund-Street Construction & Improvements Account (40100100-72530). Stakeholders can locate this in the FY 2016 Proposed Budget Book titled “Other Funds & Capital Improvement Program” on pages 74, 199 and 231.

Respectfully submitted for Council consideration.

Prepared by: Robert Yehl, PE, Assistant City Engineer
Reviewed by: Jim Karch, PE CFM, Public Works Director
Reviewed by: Steve Rasmussen, Assistant City Manager
Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Legal review by: Jeffrey R. Jurgens, Corporation Counsel
Recommended by:



David A. Hales
City Manager

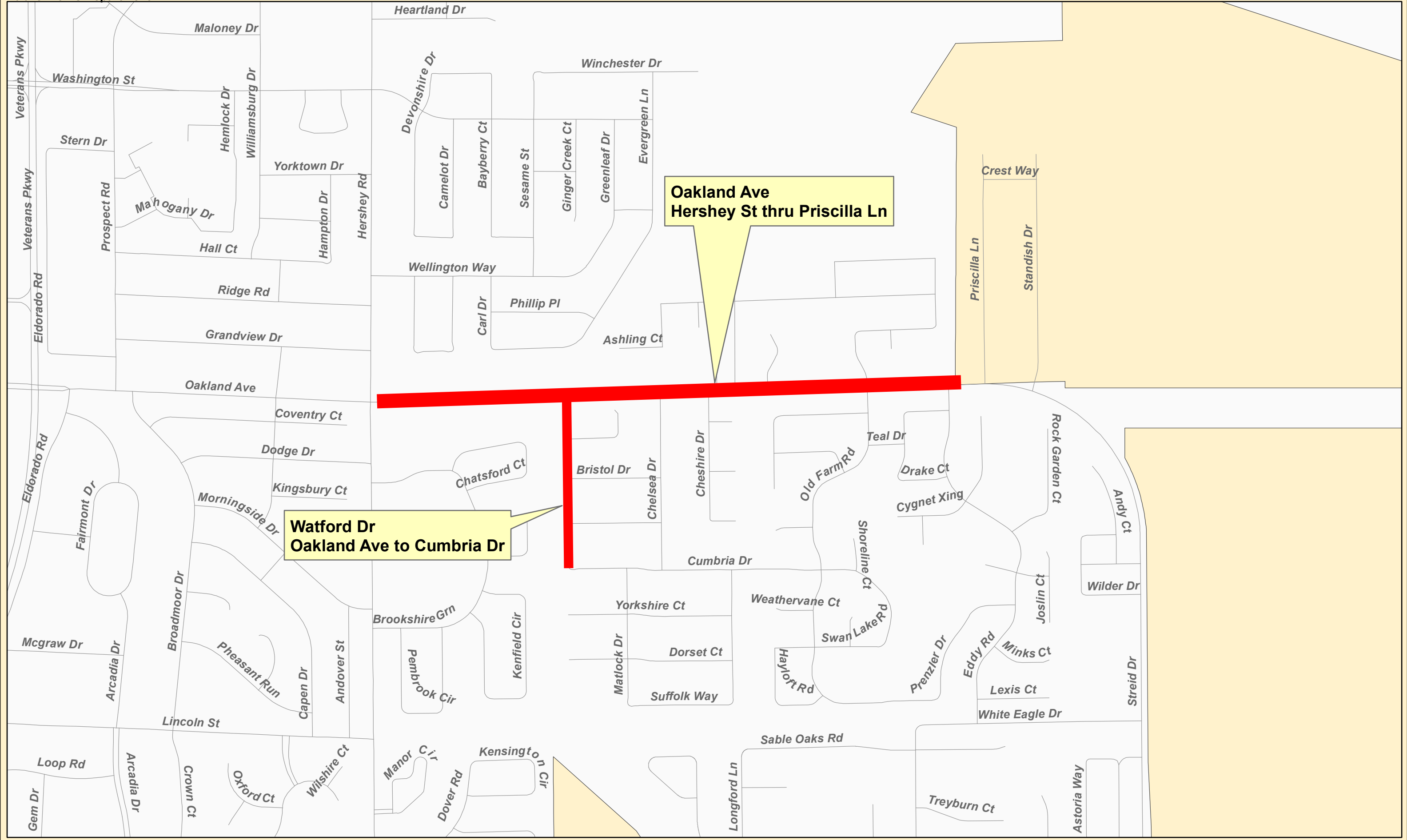
Attachments: Attachment 1 – General Resurfacing FY 2016 Map
Attachment 2 - Agreement

Motion: That the unit prices and Contract with Rowe Construction for the General Resurfacing of Bloomington City Streets and Roadway Repairs for FY 2016 through Bid #2015-61 in the amount of \$765,000 be approved, and authorize the Mayor and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

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

GENERAL RESURFACING FY 2016 LOCATIONS



AGREEMENT

THIS AGREEMENT, Made and entered into this **26th day of May, 2015**, by and between, **Rowe Construction**, first party, also hereinafter referred to as "Contractor", and the City of Bloomington, a municipal corporation, second party.

WITNESSETH:

THAT WHEREAS, the City of Bloomington, did on **April 27, 2014 and May 4, 2015**, by advertisement, call for bids for furnishing all labor and material for the construction of **GENERAL RESURFACING FY 2016** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **May 11, 2015**, submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **GENERAL RESURFACING FY 2016** on file in the office of the City Engineer of said City. A copy of which specifications, plans and profiles of said improvement on file in the City Engineer's Office are hereby referred to and made a part hereof by reference, and said first party being the lowest responsible bidder was awarded the contract for the construction of the said improvement, which bid of said Contractor is hereto attached and made a part hereof.

THEREFORE, it is covenanted and agreed upon the part of said first party that in consideration of the amounts to be paid by said City, he will furnish all labor, tools, machinery and materials for the construction of said improvement complete, in accordance with the said plans, profiles and specifications, call for bids, and said contractor's bid, each herein set out and made a part hereof.

And it is also understood and agreed that the Proposal Package, Specifications, Special Provisions, Contractor's Proposal, Contract Bond and Project Addenda hereto attached, and the Plans for **GENERAL RESURFACING FY 2016** are all essential documents of this contract and are a part hereof.

IT IS FURTHER AGREED that said Contractor will furnish a bond to the City of Bloomington in the penal sum of **\$765,000 Dollars** executed by said contractor and at least two responsible persons as sureties or by some surety company satisfactory to the said City of Bloomington and the City Council, as a guarantee that said Contractor faithfully will perform the work in accordance with this agreement.

Said bond shall be conditioned to save and keep harmless said City from any and all claims, demands, loss, suits, costs, expenses and damages which may be brought, sustained or recovered against said City by reason of any negligence, default or failure of the said contractor in building, constructing or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the City of Bloomington, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

IT IS FURTHER AGREED that said Contractor shall complete all work by November 13, 2015.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that whenever the said City may deem necessary, additional or new bond shall be furnished by said Contractor with such sureties as will be satisfactory to the said City Council, as a guarantee that said Contractor will faithfully perform the work in accordance with the terms of this agreement.

IT IS FURTHER AGREED that should said Contractor fail to complete the work within the time herein specified for doing the same, then he shall pay the expense of the City Inspector or Inspectors from the date specified for completion until said work is completed and shall pay to the City all other expenses created by reason of such failure to complete said work in the specified time or by reason of such time being extended.

This agreement shall not be assigned, nor any part of the work subcontracted without the written consent of the City of Bloomington endorsed hereon, and in no case shall such consent relieve the party of the first part from the obligations herein entered into by said party, or change the terms of this agreement.

IT IS FURTHER STIPULATED AND AGREED by and between the parties hereto that all ordinances now in force in the City of Bloomington respecting and regulating public improvement, not in conflict with the terms of this contract, shall be a part and parcel of this contract.

The number of inspectors to be placed on said work shall be determined by the City of Bloomington, but if at any time on account of a disregard of any of the provisions of this contract by the said first party, or on account of the failure of said first party to faithfully perform the work in accordance with this contract, additional inspectors shall be deemed necessary by said City, the pay of such additional inspectors shall be charged to said Contractor and be deducted from the amount due said Contractor on final settlement under this contract.

The Contractor and all persons employed on the work shall obey the instruction of the City Engineer or the inspector on said work. Any person who shall refuse or neglect to so obey, or who shall be deemed incompetent by said City Engineer or said Inspector shall at once be removed from the work by the Contractor when so required by said Engineer or Inspector.

The City of Bloomington hereby covenants and agrees, in consideration of the faithful performance of the covenants and agreements in this contract specified to be kept and performed by first party, to pay party of the first part, when this contract shall be wholly carried out and completed upon the part of the said Contractor, and when said work shall have been finally accepted by said City of Bloomington, the amounts set forth in first party's bid in manner as herein and in said call for bids provided.

IT IS FURTHER AGREED AND UNDERSTOOD that the work to be done pursuant to this contract shall be done under the direction and to the satisfaction of the City of Bloomington, and that, except as otherwise provided in the said ordinance or the judgment of the court, said City, except as by law provided, or any officer thereof, shall not be liable for any portion of the expense of said work, nor for any delinquency or persons or property assessed.

This contract and the bond herein provided, shall be signed in triplicate and be subject to the approval of the City of Bloomington.

IN TESTIMONY WHEREOF the said first party has hereunto set his hand and seal, and the City of Bloomington has caused this agreement to be signed by its Mayor, its corporate seal to be attached, and said signing and sealing to be attested by its City Clerk on the day and year first above written.

Dated this ____ day of _____ 2015.

CITY OF BLOOMINGTON

CONTRACTOR (Seal)

Tari Renner, Mayor

Rowe Construction

ATTEST

Cherry L. Lawson, City Clerk



CONSENT AGENDA ITEM: 7E

FOR COUNCIL: May 26, 2015

SUBJECT: Consideration of review and analysis of Bids and Approval of a Contract with Rowe Construction in the amount of \$1,350,000 for Bloomington Street & Alley Repairs for FY 2016 (Bid #2015-62).

RECOMMENDATION/MOTION: That the unit prices and contract from Rowe Construction through Bid #2015-62 for Bloomington Street & Alley Repairs FY 2016 in the amount of \$1,350,000 be approved and authorize the Mayor and City Clerk to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2 - Upgrade City Infrastructure and Facilities; Goal 4 - Strong Neighborhoods; Goal 5 - Great Place – Livable, Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 2a - Better quality roads and sidewalks; Objective 4d - Improved neighborhood infrastructure; Objective 5a - Well-planned City with necessary services and infrastructure.

BACKGROUND: The Public Works Department prepared the Street & Alley Repair FY 2016 proposal package and advertised the project for competitive bids. Bids for this contract were received until 1:00 p.m. Monday, May 11, 2015 in the office of the City Clerk. Two (2) bids were received and opened in the City Council Chambers.

	Engineer's Estimate	Rowe Construction	HJ Eppel & Company
Base Scope	\$1,584,693.00	\$1,281,983.38	\$1,534,937.25
Alternate CDBG Catherine Street Scope	\$39,235.00	\$37,820.29	\$36,588.50
Base Scope + Alternate CDBG Catherine Street Scope	\$1,623,928.00	\$1,319,803.67	\$1,571,525.75

As shown above, the contract package included a base bid, as well as an alternate bid that utilizes Community Development Block Grant (CDBG) Funds for curb & gutter, and roadway resurfacing on Catherine Street.

The Street & Alley Repair FY 2016 proposal package was prepared by Public Works Staff to include a scope of work greater than the Local Motor Fuel Tax (LMFT) allocation amount for this contract. Staff was optimistic that by creating two (2) street resurfacing projects (General Resurfacing and Street & Alley Repair) this year competition would increase from the contracting community for these projects and in turn reduce the unit prices from those seen in

years past. Multiple contractors requested proposal packages for both of the street resurfacing projects and as shown above, the low bidder (Rowe Construction) submitted a bid that was lower than the engineer's estimate.

Based on the Local Motor Fuel Tax funding allocation shown below, as well as the budgeted CDBG and Water Department funds, Staff recommends awarding the contract for \$1,350,000. The FY 2016 Local Motor Fuel Tax (LMFT) funding has been allocated as follows –

<u>Local Motor Fuel Tax (LMFT) Funding Distribution</u>	
General Resurfacing FY 2016	\$1,160,000
Street & Alley Repair FY 2016	\$765,000
Pavement Preservation FY 2016	\$75,000
Sidewalk Replacement & Handicap Ramp Program FY 2016	\$400,000
Total City LMFT Funds	\$2,400,000

A unit price comparison of the major work items (alternate not included) is shown in the table below:

ITEM DESCRIPTION	UNITS	FY 2015 (Bond) Unit Price	FY 2016 Unit Price	Change (\$) FY 2015 - FY 2016	Change (%) FY 2015 - FY 2016
Manholes to be Adjusted	EA	\$900.00	\$1,178.41	\$278.41	30.93%
Manholes to be Adjusted, Special, Type 1		\$1,200.00	\$1,146.49	(\$53.51)	-4.46%
Inlets to be Reconstructed - Type 3 Frame & Grate	EA	\$1,918.86	\$1,852.26	(\$66.60)	-3.47%
Pavement Patching	SY	\$95.86	\$74.42	(\$21.44)	-22.37%
Class D Patches, Special	SY	\$88.31	\$73.51	(\$14.80)	-16.76%
Comb Concrete Curb & Gutter - Spot Repair	LF	\$86.27	\$73.95	(\$12.32)	-14.28%
Porous Granular Embankment, Special 1	CY	\$60.75	\$62.28	\$1.53	2.52%
Hot-Mix Asphalt Surface Course	TON	\$99.59	\$88.95	(\$10.64)	-10.68%
Leveling Binder, Machine Method, Mix C N50	TON	\$110.25	\$101.76	(\$8.49)	-7.70%
Surface Removal, 1 1/2"	SY	\$4.75	\$3.40	(\$1.35)	-28.42%
Surface Removal, 2 1/4" / 2 1/2"	SY	\$5.90	\$5.55	(\$0.35)	-5.93%

Since the bid documents allow for the addition and removal of work items, contracts for the entire amount of the LMFT allocated budget amount will be awarded. The contract completion date for this project is November 13, 2015. The Catherine Street scope of work will not begin

until after the sewer improvements (under separate contract) have been completed. Provisions are included in the contract to extend the completion date of this contract to 2016 in order to allow completion of sewer improvements (under a separate contract) prior to this contract's Catherine Street scope of work.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on April 27 and May 4, 2015 and a pre-bid meeting was held at 11:30 a.m. on May 4, 2015 in the Public Works Department Conference Room.

FINANCIAL IMPACT: The FY 2016 Adopted Budget includes \$2,000,000 in Local Motor Fuel Tax for pavement preservation, general resurfacing and street & alley repair. The \$1,350,000 for FY 2016 General Resurfacing is budgeted as follows: \$1,160,000 in the Capital Improvement Fund-Street Construction & Improvements Account (40100100-72530), \$150,000 in the Lake Maintenance-Street Construction & Improvement Account (50100140-72530). \$150,000 will be transferred from Water Purification-Water Plant Maintenance & Construction (50100130-72590) in the FY 2016 Budget to the Lake Maintenance-Street Construction & Improvement Account (50100140-72530) to cover the Water Fund portion. The Community Development Block Grant portion will be paid out of Community Development Capital Improvement-Street Construction & Improvement Account (22402440-72530-52000). \$40,000 will be transferred from Community Development Rehabilitation Grants (22402430-79130-51000) in the FY 2016 Budget to Community Development Capital Improvement-Street Construction & Improvement Account (22402440-72530-52000) to cover Community Development share. Stakeholders can locate this in the FY 2016 Proposed Budget Book titled "Other Funds & Capital Improvement Program" on pages 74, 199 and 231.

Respectfully submitted for Council consideration.

Prepared by: Robert Yehl, PE, Assistant City Engineer
Reviewed by: Jim Karch, PE CFM, Public Works Director
Reviewed by: Steve Rasmussen, Assistant City Manager
Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Legal review by: Jeffrey R. Jurgens, Corporation Counsel
Recommended by:



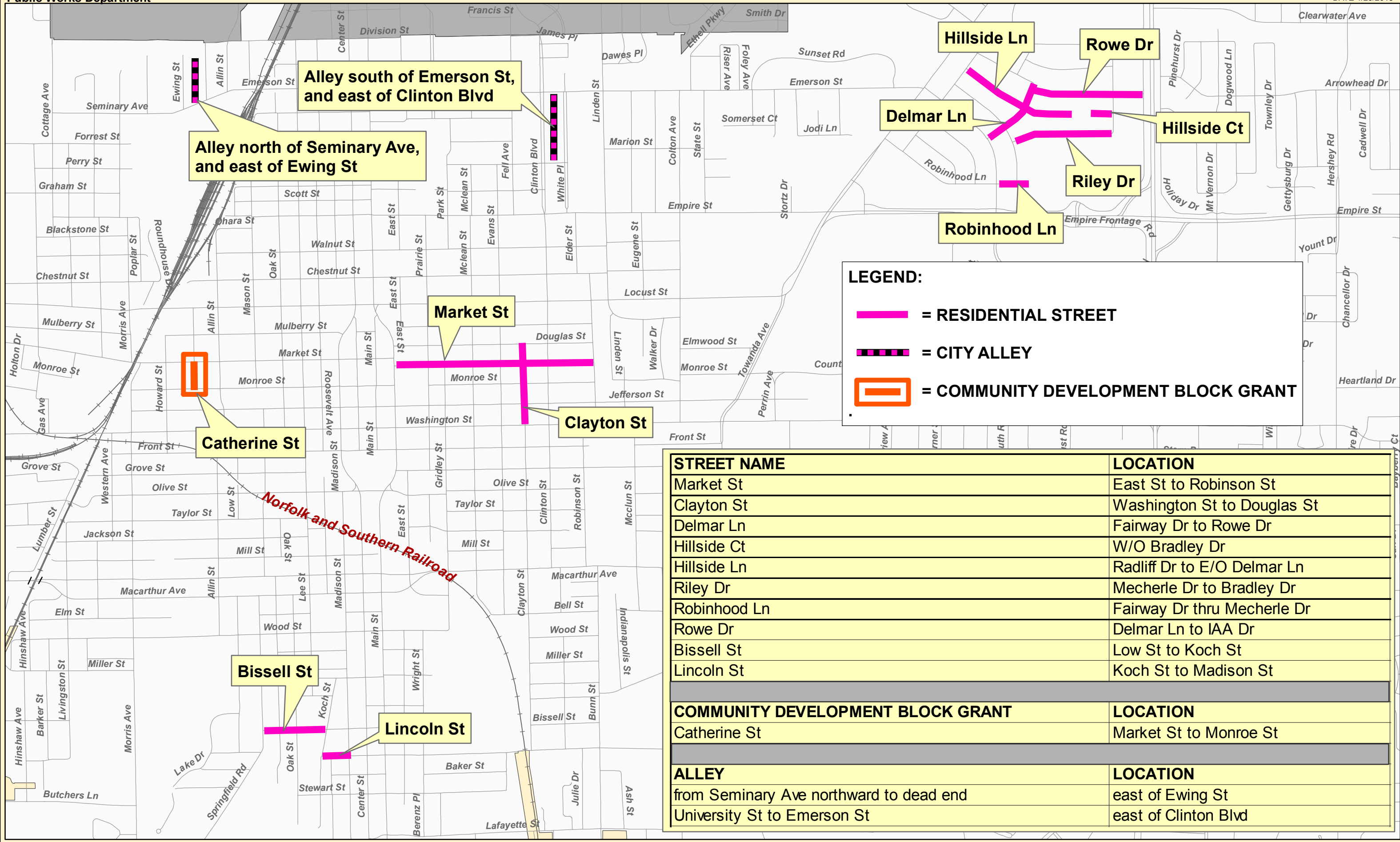
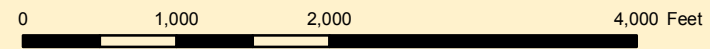
David A. Hales
City Manager

Attachments: Attachment 1 & 2 – Street & Alley Repair FY 2016 Maps
Attachment 3 – Agreement

Motion: That the Council approves the unit prices and contract from Rowe Construction in the amount of \$1,350,000, for the Bloomington Street & Alley Repair for FY 2016 in the amount of \$1,350,000 and authorize the Mayor and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

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

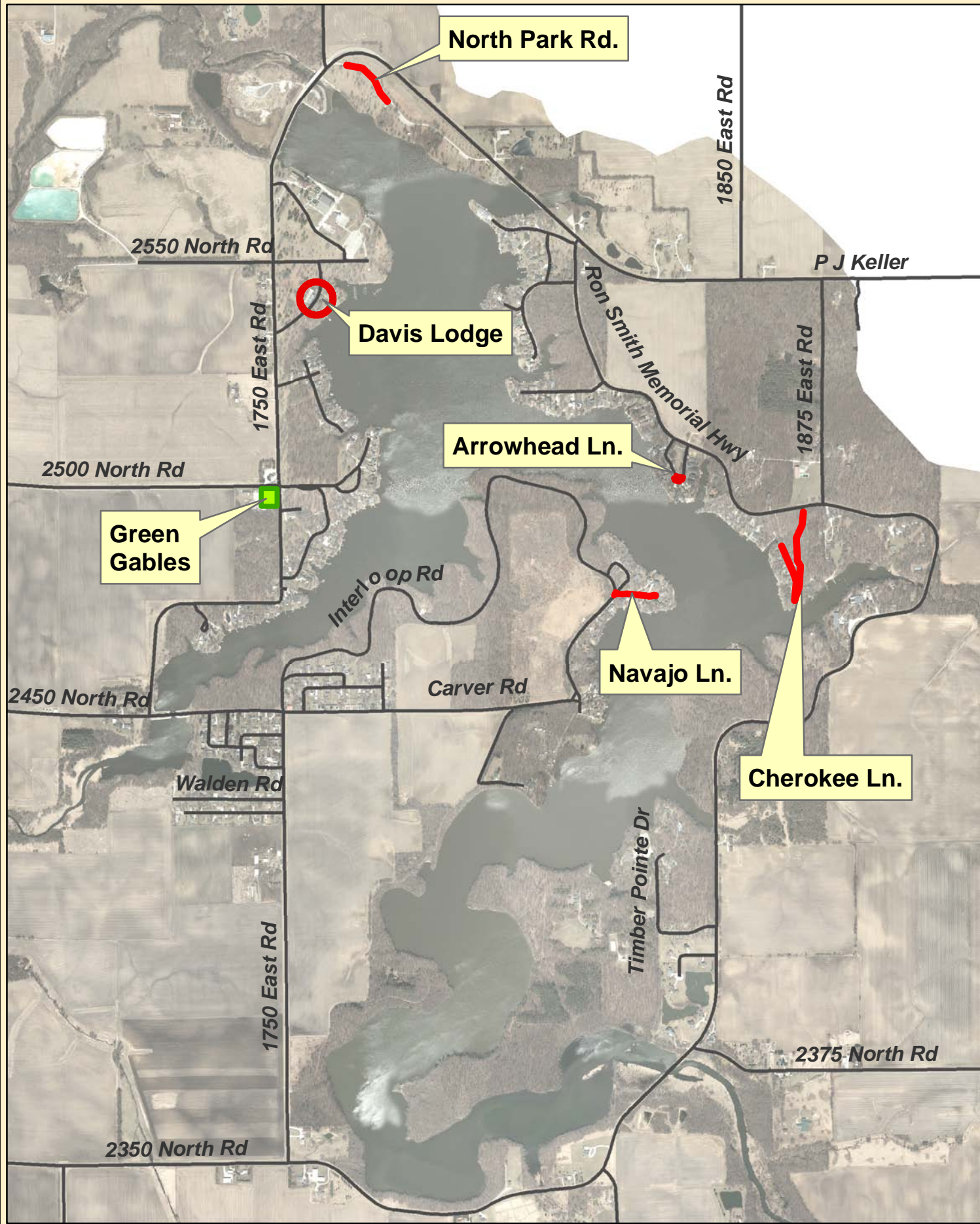


LEGEND:

- = RESIDENTIAL STREET
- = CITY ALLEY
- = COMMUNITY DEVELOPMENT BLOCK GRANT

STREET NAME	LOCATION
Market St	East St to Robinson St
Clayton St	Washington St to Douglas St
Delmar Ln	Fairway Dr to Rowe Dr
Hillside Ct	W/O Bradley Dr
Hillside Ln	Radliff Dr to E/O Delmar Ln
Riley Dr	Mecherle Dr to Bradley Dr
Robinhood Ln	Fairway Dr thru Mecherle Dr
Rowe Dr	Delmar Ln to IAA Dr
Bissell St	Low St to Koch St
Lincoln St	Koch St to Madison St
COMMUNITY DEVELOPMENT BLOCK GRANT	
Catherine St	Market St to Monroe St
ALLEY	
from Seminary Ave northward to dead end	east of Ewing St
University St to Emerson St	east of Clinton Blvd

Lake Bloomington Work Sites Overview



AGREEMENT

THIS AGREEMENT, Made and entered into this **26th day of May, 2015**, by and between, **Rowe Construction**, first party, also hereinafter referred to as "Contractor", and the City of Bloomington, a municipal corporation, second party.

WITNESSETH:

THAT WHEREAS, the City of Bloomington, did on **April 27, 2014 and May 4, 2015**, by advertisement, call for bids for furnishing all labor and material for the construction of **STREET & ALLEY REPAIR 2016** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **May 11, 2015**, submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **STREET & ALLEY REPAIR 2016** on file in the office of the City Engineer of said City. A copy of which specifications, plans and profiles of said improvement on file in the City Engineer's Office are hereby referred to and made a part hereof by reference, and said first party being the lowest responsible bidder was awarded the contract for the construction of the said improvement, which bid of said Contractor is hereto attached and made a part hereof.

THEREFORE, it is covenanted and agreed upon the part of said first party that in consideration of the amounts to be paid by said City, he will furnish all labor, tools, machinery and materials for the construction of said improvement complete, in accordance with the said plans, profiles and specifications, call for bids, and said contractor's bid, each herein set out and made a part hereof.

And it is also understood and agreed that the Proposal Package, Specifications, Special Provisions, Contractor's Proposal, Contract Bond and Project Addenda hereto attached, and the Plans for **STREET & ALLEY REPAIR 2016** are all essential documents of this contract and are a part hereof.

IT IS FURTHER AGREED that said Contractor will furnish a bond to the City of Bloomington in the penal sum of **\$1,350,000 Dollars** executed by said contractor and at least two responsible persons as sureties or by some surety company satisfactory to the said City of Bloomington and the City Council, as a guarantee that said Contractor faithfully will perform the work in accordance with this agreement.

Said bond shall be conditioned to save and keep harmless said City from any and all claims, demands, loss, suits, costs, expenses and damages which may be brought, sustained or recovered against said City by reason of any negligence, default or failure of the said contractor in building, constructing or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the City of Bloomington, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

IT IS FURTHER AGREED that said Contractor shall complete all work by November 13, 2015.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that whenever the said City may deem necessary, additional or new bond shall be furnished by said Contractor with such sureties as will be satisfactory to the said City Council, as a guarantee that said Contractor will faithfully perform the work in accordance with the terms of this agreement.

IT IS FURTHER AGREED that should said Contractor fail to complete the work within the time herein specified for doing the same, then he shall pay the expense of the City Inspector or Inspectors from the date specified for completion until said work is completed and shall pay to the City all other expenses created by reason of such failure to complete said work in the specified time or by reason of such time being extended.

This agreement shall not be assigned, nor any part of the work subcontracted without the written consent of the City of Bloomington endorsed hereon, and in no case shall such consent relieve the party of the first part from the obligations herein entered into by said party, or change the terms of this agreement.

IT IS FURTHER STIPULATED AND AGREED by and between the parties hereto that all ordinances now in force in the City of Bloomington respecting and regulating public improvement, not in conflict with the terms of this contract, shall be a part and parcel of this contract.

The number of inspectors to be placed on said work shall be determined by the City of Bloomington, but if at any time on account of a disregard of any of the provisions of this contract by the said first party, or on account of the failure of said first party to faithfully perform the work in accordance with this contract, additional inspectors shall be deemed necessary by said City, the pay of such additional inspectors shall be charged to said Contractor and be deducted from the amount due said Contractor on final settlement under this contract.

The Contractor and all persons employed on the work shall obey the instruction of the City Engineer or the inspector on said work. Any person who shall refuse or neglect to so obey, or who shall be deemed incompetent by said City Engineer or said Inspector shall at once be removed from the work by the Contractor when so required by said Engineer or Inspector.

The City of Bloomington hereby covenants and agrees, in consideration of the faithful performance of the covenants and agreements in this contract specified to be kept and performed by first party, to pay party of the first part, when this contract shall be wholly carried out and completed upon the part of the said Contractor, and when said work shall have been finally accepted by said City of Bloomington, the amounts set forth in first party's bid in manner as herein and in said call for bids provided.

IT IS FURTHER AGREED AND UNDERSTOOD that the work to be done pursuant to this contract shall be done under the direction and to the satisfaction of the City of Bloomington, and that, except as otherwise provided in the said ordinance or the judgment of the court, said City, except as by law provided, or any officer thereof, shall not be liable for any portion of the expense of said work, nor for any delinquency or persons or property assessed.

This contract and the bond herein provided, shall be signed in triplicate and be subject to the approval of the City of Bloomington.

IN TESTIMONY WHEREOF the said first party has hereunto set his hand and seal, and the City of Bloomington has caused this agreement to be signed by its Mayor, its corporate seal to be attached, and said signing and sealing to be attested by its City Clerk on the day and year first above written.

Dated this ____ day of _____ 2015.

CITYOF BLOOMINGTON

CONTRACTOR (Seal)

Tari Renner, Mayor

Rowe Construction

ATTEST

Cherry L. Lawson, City Clerk



REGULAR AGENDA ITEM: 7F

FOR COUNCIL: May 26, 2015

SUBJECT: Consideration of review and analysis of Bids and Approval of a Contract with J.G. Stewart Contractors, Inc., in the amount of \$400,000 for the Bloomington Sidewalk Replacement and Handicap Ramp Program FY 2016 (Bid #2015-63).

RECOMMENDATION/MOTION:

That the unit prices and contract with J. G. Stewart Contractors, Inc., for the Bloomington Sidewalk Replacement and Handicap Ramp Program FY 2016 through Bid #2015-63 in the amount of \$400,000 be approved, and authorize the Mayor and City Clerk to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities; Goal 4. Strong neighborhoods; and Goal 5. Great place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 2a. This project upgrades sidewalks throughout the City, providing better pedestrian access. It also improves the infrastructure in neighborhoods, providing residents with a way to contribute to the quality of the sidewalks in their neighborhood. Objective 4d. Improved neighborhood infrastructure; Objective 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: Bids for this contract were received until 1:00 p.m. Monday, May 11, 2015 in the office of the City Clerk. Three (3) bids were received and opened in the Council Chambers.

Contractor:		Bid Amount
J.G. Stewart, Inc., Bloomington, IL	<i>Low Bid</i>	\$ 433,941.50
Stark Excavating, Inc.		\$ 502,310.50
George Gildner, Inc., Bloomington, IL		\$ 448,066.50
Engineer’s Estimate:		\$ 440,172.25

This project includes the upgrade of any non-ADA compliant sidewalk access ramps and replacement of sidewalk that is not considered serviceable along the streets to be resurfaced under the General Resurfacing FY 2016 and Street and Alley Repair FY 2016 contracts.

Sidewalk ramps adjacent to pavement alterations are required to be brought into compliance with current ADA standards. Street resurfacing is considered to be a pavement alteration requiring ADA compliance. This project brings the ramps along the resurfaces streets into compliance as required.

The substantial completion date for this project is in the bid documents as November 13, 2015. The FY 2016 Local Motor Fuel Tax (LMFT) funding has been allocated as follows –

<u>Local Motor Fuel Tax (LMFT) Funding Distribution</u>	
General Resurfacing FY 2016	\$1,160,000
Street & Alley Repair FY 2016	\$765,000
Pavement Preservation FY 2016	\$75,000
Sidewalk Replacement & Handicap Ramp Program FY 2016	\$400,000
Total City LMFT Funds	\$2,400,000

A unit price comparison of five (5) major work items is shown in the table below.

DESCRIPTION	UNITS	FY 2015 (bond) Unit Price	FY 2016 Unit Price	Change (\$) FY15 – FY16	Change (%) FY15 – FY16
4" sidewalk remove/replace	SF	\$6.40	\$7.47	\$1.07	14.32%
6" sidewalk remove/replace	SF	\$6.75	\$8.07	\$1.32	16.35%
saw cutting	SF	\$1.65	\$1.65	\$0.00	0.00%
curb replacement	LF	\$23.00	\$24.00	\$1.00	4.17%
retaining wall	SF	\$40.00	\$75.00	\$35.00	46.67%

Since the bid documents allow for the addition and removal of repair locations, a contract for the entire budget amount will be awarded. The contract completion date for this project is November 13, 2015.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on April 27 and May 4, 2015 and a pre-bid meeting was held at 9:30 a.m. on May 4, 2015 in the Public Works Department’s Conference Room.

FINANCIAL IMPACT: The \$400,000 is included in the FY 2016 Adopted Budget in the Capital Improvement Fund-Sidewalk Construction Account (40100100-72560). This can be located in the FY 2016 Proposed Budget Book titled “Other Funds & Capital Improvement Program” on pages 74, 199, 232 and 233.

Respectfully submitted for Council consideration.

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

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

Reviewed by: Steve Rasmussen, Assistant City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Argeement

Motion: That the Council approves the unit prices and contract with J. G. Stewart Contractors, Inc., for the Bloomington Sidewalk Replacement and Handicap Ramp Program FY 2016 through Bid #2015-63 in the amount of \$400,000 and authorize the Mayor and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

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

AGREEMENT

THIS AGREEMENT, Made and entered into this **26th day of May, 2015**, by and between, **J.G. Stewart, Inc.**, first party, also hereinafter referred to as "Contractor", and the City of Bloomington, a municipal corporation, second party.

WITNESSETH:

THAT WHEREAS, the City of Bloomington, did on **April 27, 2014 and May 4, 2015**, by advertisement, call for bids for furnishing all labor and material for the construction of **Sidewalk Replacement and Handicap Ramp Program FY 2016** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **May 11, 2015**, submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **Sidewalk Replacement and Handicap Ramp Program FY 2016** on file in the office of the City Engineer of said City. A copy of which specifications, plans and profiles of said improvement on file in the City Engineer's Office are hereby referred to and made a part hereof by reference, and said first party being the lowest responsible bidder was awarded the contract for the construction of the said improvement, which bid of said Contractor is hereto attached and made a part hereof.

THEREFORE, it is covenanted and agreed upon the part of said first party that in consideration of the amounts to be paid by said City, he will furnish all labor, tools, machinery and materials for the construction of said improvement complete, in accordance with the said plans, profiles and specifications, call for bids, and said contractor's bid, each herein set out and made a part hereof.

And it is also understood and agreed that the Proposal Package, Specifications, Special Provisions, Contractor's Proposal, Contract Bond and Project Addenda hereto attached, and the Plans for **Sidewalk Replacement and Handicap Ramp Program FY 2016** are all essential documents of this contract and are a part hereof.

IT IS FURTHER AGREED that said Contractor will furnish a bond to the City of Bloomington in the penal sum of **\$400,000 Dollars** executed by said contractor and at least two responsible persons as sureties or by some surety company satisfactory to the said City of Bloomington and the City Council, as a guarantee that said Contractor faithfully will perform the work in accordance with this agreement.

Said bond shall be conditioned to save and keep harmless said City from any and all claims, demands, loss, suits, costs, expenses and damages which may be brought, sustained or recovered against said City by reason of any negligence, default or failure of the said contractor in building, constructing or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the City of Bloomington, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

IT IS FURTHER AGREED that said Contractor shall complete all work by November 13, 2015.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that whenever the said City may deem necessary, additional or new bond shall be furnished by said Contractor with such sureties as will be satisfactory to the said City Council, as a guarantee that said Contractor will faithfully perform the work in accordance with the terms of this agreement.

IT IS FURTHER AGREED that should said Contractor fail to complete the work within the time herein specified for doing the same, then he shall pay the expense of the City Inspector or Inspectors from the date specified for completion until said work is completed and shall pay to the City all other expenses created by reason of such failure to complete said work in the specified time or by reason of such time being extended.

This agreement shall not be assigned, nor any part of the work subcontracted without the written consent of the City of Bloomington endorsed hereon, and in no case shall such consent relieve the party

of the first part from the obligations herein entered into by said party, or change the terms of this agreement.

IT IS FURTHER STIPULATED AND AGREED by and between the parties hereto that all ordinances now in force in the City of Bloomington respecting and regulating public improvement, not in conflict with the terms of this contract, shall be a part and parcel of this contract.

The number of inspectors to be placed on said work shall be determined by the City of Bloomington, but if at any time on account of a disregard of any of the provisions of this contract by the said first party, or on account of the failure of said first party to faithfully perform the work in accordance with this contract, additional inspectors shall be deemed necessary by said City, the pay of such additional inspectors shall be charged to said Contractor and be deducted from the amount due said Contractor on final settlement under this contract.

The Contractor and all persons employed on the work shall obey the instruction of the City Engineer or the inspector on said work. Any person who shall refuse or neglect to so obey, or who shall be deemed incompetent by said City Engineer or said Inspector shall at once be removed from the work by the Contractor when so required by said Engineer or Inspector.

The City of Bloomington hereby covenants and agrees, in consideration of the faithful performance of the covenants and agreements in this contract specified to be kept and performed by first party, to pay party of the first part, when this contract shall be wholly carried out and completed upon the part of the said Contractor, and when said work shall have been finally accepted by said City of Bloomington, the amounts set forth in first party's bid in manner as herein and in said call for bids provided.

IT IS FURTHER AGREED AND UNDERSTOOD that the work to be done pursuant to this contract shall be done under the direction and to the satisfaction of the City of Bloomington, and that, except as otherwise provided in the said ordinance or the judgment of the court, said City, except as by law provided, or any officer thereof, shall not be liable for any portion of the expense of said work, nor for any delinquency or persons or property assessed.

This contract and the bond herein provided, shall be signed in triplicate and be subject to the approval of the City of Bloomington.

IN TESTIMONY WHEREOF the said first party has hereunto set his hand and seal, and the City of Bloomington has caused this agreement to be signed by its Mayor, its corporate seal to be attached, and said signing and sealing to be attested by its City Clerk on the day and year first above written.

Dated this ____ day of _____ 2015.

CITY OF BLOOMINGTON

CONTRACTOR (Seal)

Tari Renner, Mayor

J.G. Stewart

ATTEST

Cherry L. Lawson, City Clerk



CONSENT AGENDA ITEM: 7G

FOR COUNCIL: May 26, 2015

SUBJECT: A Resolution authorizing a change order in the amount of \$125,000 in the contract between the City of Bloomington and Gildner, Inc., FY 2015 Utility Maintenance Contract, for the purpose of funding various meter change-outs. (Original Bid #2015-04)

RECOMMENDATION/MOTION: That the Resolution authorizing a change order in the amount of \$125,000 in the contract between the City of Bloomington and Gildner, Inc., FY 2015 Utility Maintenance Contract, for the purpose of funding various meter change-outs be approved and authorize the Mayor and City Clerk to sign 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 1b. Budget with adequate resources to support defined services and level of services. Objective 2d. Well designed, well maintained City facilities emphasizing productivity and customer service.

BACKGROUND: On June 23, 2014, Council executed the FY 2015 Utility Maintenance Contract with George Gildner, Inc. in the amount of \$500,000. This Contract provided for any maintenance needs within the Water Department. The change order is necessary to extend the Contract to pay for the installation of two fire protectus meters at Hudson and Towanda. A portion of the change order will also cover the Water Department changing the turbine meters that are located at our wholesale customers to fire protectus meters. The new fire protectus meters will measure low and high flows with minimal flow loss to provide the best fire protection. The old turbine meters will only read down to 1 gallon on the low flow side, the new fire protectus meter will read down to 1/8 of a gallon which will produce better water accountability and more revenue for the water fund. A portion of this work has already been completed, as necessary repiping while the original work was being completed.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on May 27th and June 2nd, 2014, and a pre-bid meeting was held at 10:00 a.m. on June 2, 2014, in the Public Works Department Conference Room.

FINANCIAL IMPACT: The change order will be paid out of the FY 2016 Budget under the Water Transmission & Distribution-Repair/Maintenance Infrastructure Account (50100120-70550). Stakeholders can locate this in the FY 2016 Proposed Budget Book titled "Other Funds & Capital Improvement Program" on page 100.

	<u>ORIGINAL</u>	<u>REVISED</u>
Storm Water (53103100-70550)	\$200,000	\$200,000
Storm Water (53103100-70556)	\$0	\$0
Sanitary Sewer (51101100-70550)	\$200,000	\$200,000
Water Transmission & Dist. (50100120-72540)	\$100,000	\$225,000
Total Contract:	\$500,000	\$625,000

Respectfully submitted for Council consideration.

Prepared by: Brett Lueschen, Interim Water Director

Reviewed by: Brett Lueschen, Interim Water Director

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manger

Reviewed by: Steve Rasmussen, Assistant City Manager

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Resolution

Motion: That the Resolution authorizing a change order in the amount of \$125,000 in the contract between the City of Bloomington and Gildner, Inc., FY 2015 Utility Maintenance Contract, for the purpose of funding various meter change-outs be approved and authorize the Mayor and City Clerk to sign the necessary documents.

Motion: _____ Seconded by: _____

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

RESOLUTION NO. 2015 - _____

**A RESOLUTION AUTHORIZING A CHANGE ORDER
IN THE AMOUNT OF \$125,000 IN THE CONTRACT BETWEEN THE
CITY OF BLOOMINGTON AND the FY 2015 UTILITY MAINTENANCE CONTRACT.**

WHEREAS, the City of Bloomington has previously entered into a contract with Gildner Inc.

WHEREAS, a change order is necessary to pay for changing the turbine meters that are located at our wholesale customers to fire protectus meters. The new fire protectus meters will measure low and high flows with minimal flow loss to provide the best fire protection. The old turbine meters will only read down to 1 gallon on the low flow side, the new fire protectus meter will read down to 1/8 of a gallon which will produce better water accountability and more revenue for the water fund.

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the memo was in the best interest of the citizens of the City of Bloomington.

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

That a change order in the amount of \$125,000 in the contract between the City of Bloomington and be approved.

APPROVED this 26th day of May, 2015.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

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



CONSENT AGENDA ITEM: 7H

FOR COUNCIL: May 26, 2015

SUBJECT: A Resolution authorizing a Change Order to Gildner Excavating Inc. for the water main replacement on Parmon Ave. (Original Bid #2014-046)

RECOMMENDATION/MOTION: That the Council approve the Resolution authorizing the Change Order to Gildner Excavating Inc. be approved in the amount of \$148,784.00 and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2 Upgrade City infrastructure and facilities.

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

BACKGROUND: The City Council awarded Gildner Excavating Inc. on April 28, 2014 to construct a new water main along Parmon Ave. The engineering work for the construction project was completed by Clark Dietz Inc. Due to the unexpected elevation of the water and sewer services the sewer services are in conflict with the water services. The Illinois Environmental Protection Agency requires the sewer services to be at least 18 inches vertical and at least 10 feet horizontal separation or the sewer service be constructed out of water main quality material. Staff is recommending that the contractor replace the sewer services with the water main quality material because of cost and time. The water and sewer services along Parmon Ave. are typical of what we find in the older neighborhoods, which the services were ran in the same trench.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The residents along Parmon Ave.

FINANCIAL IMPACT: The Change Order in the amount of \$148,784.00 will be paid out of FY 2016 Budget under the Water Transmission & Distribution-Water Main Construction & Improvement Account (50100120-72540). Stakeholders can locate this in the FY 2016 Proposed Budget Book titled "Other Funds & Capital Improvement Program" on page 101.

Respectfully submitted for Council consideration.

Prepared by: Brett Lueschen, Interim Water Director

Reviewed by: Steve Rasmussen, Assistant City Manager

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

Legal review by: Jeffery R. Jurgens, Corporation Counsel
Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. RESOLUTION NO. 2015

Motion: That the Council approve the Resolution authorizing the Change Order to Gildner Excavating Inc. be approved in the amount of \$148,784.00 and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

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

RESOLUTION NO. 2015 - _____

**A RESOLUTION AUTHORIZING A CHANGE ORDER
IN THE AMOUNT OF \$148,784.00 IN THE CONTRACT BETWEEN THE
CITY OF BLOOMINGTON AND GILDNER EXCAVATING INC. FOR THE WATER
REPLACEMENT ON PARMON AVE.**

WHEREAS, the City of Bloomington has previously entered into a contract with Gildner Inc.

WHEREAS, for the reason due to the unexpected elevation of the water and sewer services the sewer services are in conflict with the water services. The Illinois Environmental Protection Agency requires the sewer services to be at least 18 inches vertical and at least 10 feet horizontal separation or the sewer service be constructed out of water main quality material. Staff is recommending that the contractor replace the sewer services with the water main quality material because of cost and time. The water and sewer services along Parmon Ave. are typical of what we find in the older neighborhoods, which the services were ran in the same trench.

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the memo was in the best interest of the citizens of the City of Bloomington.

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

That a change order in the amount of \$148,784.00 in the contract between the City of Bloomington and be approved.

APPROVED this 26th day of May 2015.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

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



CONSENT AGENDA ITEM: 7I

FOR COUNCIL: May 26, 2015

SUBJECT: An Ordinance Suspending Portion of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on June 12, 2015

RECOMMENDATION/MOTION: That the Ordinance suspending portion of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on June 12, 2015 be adopted.

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 Bloomington Liquor Commissioner, Tari Renner, called the Liquor Hearing to order to hear the request of Benjamin Watkins and Jennifer Weber to allow moderate consumption of alcohol at their June 12, 2015 wedding reception to be held at Davis Lodge.

Present were Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan. City staff present were Assistant Corporation Counsel, George Boyle and Chief Deputy Clerk, Renee Gooderham. Benjamin Watkins, the groom.

Benjamin Watkins, the groom, addressed the Commission. He stated that Biaggi's would be catering the event. Beer and wine only would be served.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that the request of Benjamin Watkins and Jennifer Weber to allow moderate consumption of alcohol at the Davis Lodge for their June 12, 2015 wedding reception be approved.

Motion carried, (viva voce).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the May 12, 2015 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by:

Renee Gooderham, Chief Deputy Clerk

Reviewed by:
Reviewed by:

Brett Lueschen, Interim Water Director
Steve Rasmussen, Assistant City Manager

Recommended by:



Tari Renner
Mayor

Attachments: Attachment 1. Ordinance
Attachment 2. Letter

Motion: That the Ordinance suspending portion of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on June 12, 2015 be passed.

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2015 -

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE FOR A WEDDING RECEPTION AT THE DAVIS LODGE

WHEREAS, Benjamin Watkins and Jennifer Weber are planning to hold their wedding reception at the Davis Lodge from 4:00 p.m. to 11:00 p.m. on June 12, 2015; and

WHEREAS, Benjamin Watkins and Jennifer Weber 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, Section 701(a), (b) and (c) of Chapter 31 of the Bloomington City Code, which prohibits the drinking, selling and possessing alcohol beverages with 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 for the duration of the wedding reception at the Davis Lodge on June 12, 2015 under the conditions set forth in the rental agreement.

Section 2: Except for the date of date 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, 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.

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 1960 Illinois Constitution.

PASSED and ADOPTED this 26th day of May.

CITY OF BLOOMINGTON


ATTEST

Tari Renner, Mayor

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

From: Benjamin Watkins <
To: "acoffey@cityblm.org" <acoffey@cityblm.org>
Cc:

Date: Tuesday, April 28, 2015 11:15AM
Subject: Benjamin Watkins request for temp liquor license

History:  This message has been replied to.

Good Morning,

I am sending this email to request a temporary liquor license for a wedding reception to be held at the Davis Lodge at Lake Bloomington. Details of the event are below. Please let me know if you need any additional information from me.

Event Location: Davis Lodge Lake Bloomington
Event Date: June 12, 2015
Event Time: 4:00 pm
Event Type: Wedding and reception
Bride & Groom Names: Benjamin Watkins & Jennifer Weber
Contact Information: Ben-: Jen-
Number of guests: Approximately 130
Caterer: Biaggis

Thank you
Benjamin Watkins
Bwat85@comcast.net

Benjamin Watkins
Business Analyst
ISD- Risk and Compliance
(309) 763-1402

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CONSENT AGENDA ITEM: 7J

FOR COUNCIL: May 26, 2015

SUBJECT: An Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol on Public Property during the WGLT Outdoor Concert in the Downtown on June 13, 2015.

RECOMMENDATION/MOTION: That the Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol on Public Property during the WGLT Outdoor Concert in the Downtown on June 13, 2015 be adopted.

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: WGLT is sponsoring an outdoor summer concert in downtown Bloomington on Saturday, June 13, 2015. This will be the twelfth (12th) of what has become an annual event. The organizers have had beer and wine at the previous events and would like to have both available again this year. They would like the people who attend the event to be able to purchase a drink and move about freely within the designated event area rather than have a designated “beer garden”. Beer and wine would be sold only by Bill Hill, Inc., d/b/a Maguire’s, an existing liquor license holder, by an extension of premise for the event. Only beer and wine purchased from the event vendor can be consumed within the designated event area. Outdoor consumption would be allowed between 3:00 p.m. and 10:00 p.m.

The event organizers met with staff, including representatives from the police, legal and administrative departments to review this plan. Given the nature of the event, the type of crowd it attracts and the high degree of involvement by event staff, all concerned believe this plan could work without problems.

Staff prepared an Ordinance suspending the code as needed for this event. Council will note that the Ordinance makes the suspension effective one (1) hour before the sales begin to allow the organizers time to set up for the event and one (1) hour after the event to clean up after. Staff respectfully recommends that the Ordinance be passed.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Renee Gooderham, Chief Deputy Clerk

Reviewed by: Cherry Lawson, City Clerk
George Boyle, Asst. Corporation Counsel

Reviewed by: Kenneth Bays, Asst. Police Chief

Recommended by:

Tari Renner
Mayor

Attachments: Attachment 1. Ordinance
Attachment 2. WGLT Special Events Permit
Attachment 3. Extension of Premise Request

Motion: That the Ordinance Suspending Portions of Section 26(d) of Chapter 6 of City Code to Allow Possession of Open Alcohol on Public Property during the WGLT Outdoor Concert in the Downtown on June 13, 2015 be passed.

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2015 - _____

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 DURING THE WGLT OUTDOOR CONCERT IN DOWNTOWN BLOOMINGTON.

WHEREAS, WGLT will hold an outdoor concert in downtown Bloomington on June 13, 2015; and

WHEREAS, WGLT requested permission to allow sales and consumption of beer and wine during the concert on Jefferson Street between Main Street and the north/south alley between Center Street and Madison Street and on Center Street between Washington Street and the east/west alley between Jefferson Street and Monroe Street; 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 the following dates during the following hours: June 13, 2015 between 2:00 p.m. and 11:00 p.m. for Jefferson Street between Main Street and the north/south alley between Center Street and Madison Street and on Center Street between Washington Street and the east/west alley between Jefferson Street and Monroe Street. This suspension shall be effective only as to persons inside the designated area only and for alcohol purchased from an event vendor within the designated area. No alcohol may be taken out of licensed premises into the designated area, notwithstanding the fact that the premises are operated by the event vendor.

Section 2: Except for the dates, times and location set forth in Section 1 of this Ordinance, Section 26(d) of Chapter 6 of the Bloomington City Code, 1969, 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 1960 Illinois Constitution.

PASSED AND ADOPTED this 26th day of May, 2015.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

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

WGLT SUMMER CONCERT
DATE: JUNE 13, 2015
TIME: 3:00 A.M. TO 11:00 P.M.

Date Prepared: March 27, 2015

Distribution:	Robert Henson – Public Works	Bob Moews - Parks & Recreation
	Kevin Kothe – Public Works	Bob Coombs - PACE
	David Hales, City Manager	Jim Karch - Public Works
	Asst. Chief Ken Bays – Police	Colleen Winterland - Public Works
	Roy Rickert - B/N Transit System	Bill Givens – Traffic Engineer
	Deputy Chief Les Siron - Fire Dept.	Clay Wheeler – Police
	Troy Olson – Engineering	George Lutz – Public Works
	Jason Harden – Public Works	Dave Johnson – Public Works
	Steve Rasmussen – Asst. City Manager	

MEETING DATE: N/A

SPONSORING ORGANIZATION(S): WGLT

CONTACT PERSON: Linda Healy

ADDRESS: IL State University - Campus Box 8910, Normal, IL 61790-8910

PHONE NO.: 309-438-5083

EMAIL: lihealy@ilstu.edu

APPLICATION RECEIVED: March 2, 2015

CERTIFICATE OF INSURANCE RECEIVED: March 10, 2015

HOLD HARMLESS:

NATURE OF EVENT: Jazz and Blues concert in Downtown area using Main St., Center St. and Jefferson St. Beer vending will be located at the south end of Center St. Large stage installed in the intersection of Center St. and Jefferson St. facing southeast.

TRAFFIC CONTROL ARRANGEMENTS: Close Center St. from Washington St. to the alleyway before Monroe St., and Jefferson St. from the Main St. to west of Illinois House.

Post “No Parking” signs 24 hours in advance on Jefferson St. from Main St. to Madison St., and on Center St. from Monroe St. to Washington St.

Post “No Parking” signs in the three (3) parking spaces on the southwest corner of the 300 block of Main St. (Main & Jefferson).

“No Parking” signs to be placed in the three (3) parking spaces on the northwest corner of the 300 block of Center St. (Center & Jefferson).

POLICE: All vehicles located in restricted areas will be towed at the owner’s expense by Joe’s Towing. Vehicles will be relocated to Joe’s holding lot.

PUBLIC SERVICE WILL PROVIDE THE FOLLOWING: Crews will post “No-Parking signs” on the southwest corner of the 300 block of Main St by 9 p.m. Friday, June 12. Crews will close all other streets beginning at 3:00 a.m. Saturday to allow time to erect the stage. Supply 600’ of orange fencing to use behind the stage area and barricades to close streets. Two dump trucks will be needed for garbage. Place one dump truck on Center at the northwest corner of Center St. and Washington St., and a second dump truck inside barricades on Center St., north of Jefferson St., by 8:00 a.m. on Saturday, June 13 and remove by 6:00 a.m. on Sunday, June 14. After the event is over, crews will open the streets at 6:00 a.m. on Sunday, June 14.

PARKS & RECREATION WILL PROVIDE THE FOLLOWING: P&R will provide twenty-five (25) picnic tables and thirty (30) trash barrels with appropriate liners no later than 11:00 a.m. on Saturday, June 13.

ORGANIZER RESPONSIBILITIES: Notify residents and businesses about event at least two (2) weeks prior to event. Organizer will pick up trash barrel liners from the Parks and Rec. Dept. on Friday, June 13. Provide security detail of eight (8) so that adequate controls are in place for alcohol consumption in the concert area. Provide staff for cleanup of barricaded event area.

Obtain tent permit for 20 x 20 tent; contact Bob Coombs at 434-2226.

City contacts: Colleen Winterland Monday – Friday between 7:30 a.m. and 4:30 p.m. at 309-434-2220, Bob Moews, Parks Superintendent, 309-275-1764 and Police Sgt. Desk, 309-434-2360.

No pets or coolers will be allowed.

FOR OFFICE USE ONLY

Routing:

Organizer _____ Date _____
File copy _____ Date _____
Email _____ Date _____



Maguire's Pub

220 N. Center Street

Bloomington, IL 61701

Dear Bloomington Liquor Commission,

We (Maguire's) would like to request a 1 day extension of premise for the purpose of the WGLT Summer Fest on June 13, 2015. If approved, we will be serving beer and wine from 2:30 p.m.-10:15 p.m.

The success of this event in previous years shows it is a great opportunity to bring people to downtown Bloomington.

Your consideration is appreciated.

Sincerely,

Mike Hill
Owner-Maguire's Pub

A handwritten signature in black ink, appearing to read "Mike Hill", is written over the typed name and title.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/29/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MIDWESTERN INS ASSOC AGENCY INC PO Box 410 Minier, IL 61759	CONTACT NAME: Lance Leesman	
	PHONE (A/C, No, Ext): (309) 392-2018	FAX (A/C, No): (309) 392-2250
E-MAIL ADDRESS: lance@miaminier.com		
INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A : Spriska		
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

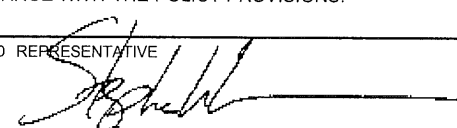
INSURED **BillHill, Inc.**
dba Maguire's
220 North Center
Bloomington, IL 61701

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ DED RETENTION\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION\$						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						
A	Liquor Liability			10-2012-2456	08/29/2014	08/29/2015	\$1,000,000/\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
This will extend the Liquor Liability to the street directly in front of 220 North Center, on June 13th, from 3:00 P.M. to 10:00 P.M. for the WGLT Summerfest.

CERTIFICATE HOLDER City of Bloomington 109 East Olive Street Bloomington, IL 61701	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



GLT Summer Concert 2015

Updated 4/17/15

Center Street

100 W Jefferson

200 N Main

100 W Washington

barricade

Need 3 parking spaces reserved at corner for generator. (Bud Johnson moves after stage set up)

Need 3 parking spaces reserved at corner for generator. Delivered at 9PM Friday night

power generator

Tent

snow fencing

GLT Tent 20x20'

Stage

Stage arrives at 3AM on Saturday

Sound

Food

Food vendors

Food

barricade

Maguires

Tent

Dump truck for garbage delivered when barricades placed. Park on the NW corner of Center & Washington - as close to the corner as possible to leave room for portable toilets with back of truck open to concert grounds



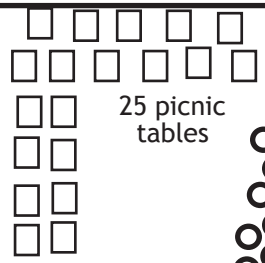
Back of truck facing grounds

barricade

Beer Wagons



handwashing stations



25 picnic tables



36 trash containers



McLean County Museum of History

Dump truck for garbage delivered when barricades placed. Park on north side of barricade, as close to corner of Main & Washington with back of truck open to concert grounds.



Back of truck facing grounds

barricade



CONSENT AGENDA ITEM: 7K

FOR COUNCIL: May 26, 2015

SUBJECT: An Ordinance Suspending Portion of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for an Owner's Meeting at Davis Lodge on June 16, 2015.

RECOMMENDATION/MOTION: That the Ordinance suspending portion of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of City Code for an Owner's Meeting at Davis Lodge on June 16, 2015 be adopted.

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 Bloomington Liquor Commissioner, Tari Renner, called the Liquor Hearing to order to hear the request of Central Illinois Development (CID) to allow moderate consumption of alcohol at their June 16, 2015 owner's meeting to be held at Davis Lodge.

Present were Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan. City staff present were Assistant Corporation Counsel, George Boyle and Chief Deputy Clerk, Renee Gooderham. Jeannine Sabanas, CID's business consultant.

Jeannine Sabanas, CID's business consultant, addressed the Commission. She stated that Times Past Inn would be catering the event. Beer and wine only would be served.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that the request of Central Illinois Development to allow moderate consumption of alcohol at the Davis Lodge for their June 16, 2015 owner's meeting be approved.

Motion carried, (viva voce).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the May 12, 2015 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by:

Renee Gooderham, Chief Deputy Clerk

Reviewed by:

Brett Lueschen, Interim Water Director

Reviewed by:

Steve Rasmussen, Assistant City Manager

Recommended by:



Tari Renner
Mayor

Attachments: Attachment 1. Ordinance
Attachment 2. Letter

Motion: That the Ordinance suspending portion of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of City Code for an Owner's Meeting at Davis Lodge on June 16, 2015 be passed.

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2015 -

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE FOR A OWNER'S MEETING AT THE DAVIS LODGE.

WHEREAS, Central Illinois Development are planning to hold their owner's meeting at the Davis Lodge from 1:00 p.m. to 7:00 p.m. on June 16, 2015; and

WHEREAS, Central Illinois Development 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, Section 701(a), (b) and (c) of Chapter 31 of the Bloomington City Code, which prohibits the drinking, selling and possessing alcohol beverages with 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 for the duration of the owner's meeting at the Davis Lodge on June 16, 2015 under the conditions set forth in the rental agreement.

Section 2: Except for the date of date 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, 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.

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 1960 Illinois Constitution.

PASSED AND ADOPTED this 26th day of May.

CITYOF BLOOMINGTON

ATTEST

Tari Renner, Mayor

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

Hi, we are requesting to serve beer and wine for our owners meeting for Subway franchisees.

- June 16th, 2015 Serving at 1:00pm-7:00pm
 - Davis Lodge Lake Bloomington
 - Yes the venue has been reserved
 - Central Illinois Development: Jeannine Sabanas 630-730-9134: Katie Hardesty 309-531-4700: Marty Hogan 309-838-7059 will all be at the event
 - 150-175 guests
- Company providing food and alcohol:
- Craig S. Cahan
Director of Special Events
Epiphany Farms Hospitality Group
309.533.2700
220 E. Front St
Bloomington, IL 61701

Thank you for your time,
Jeannine Sabanas
Central Illinois Development
1709 Tullamore Ave Suite A
Bloomington, IL 61704



CONSENT AGENDA ITEM: 7L

FOR COUNCIL: May 26, 2015

SUBJECT: An Ordinance providing for the Vacation of Part of a Drainage/Utility Easement in Lot 78 of Second Addition to Royal Links Subdivision Petition from Eric Micheletti for Approval of Vacation of Part of a Drainage/Utility Easement located in Lot 78, 3215 Baer Road, of Second Addition to Royal Links Subdivision

RECOMMENDATION/MOTION: That the Ordinance Providing for the Vacation of Part of a Drainage/Utility Easement in Lot 78 of Second Addition to Royal Links Subdivision Petition from Eric Micheletti for Approval of Vacation of Part of a Drainage/Utility Easement located in Lot 78, 3215 Baer Road, of Second Addition to Royal Links Subdivision.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: On August 14, 2006, Council approved the Final Plat for Second Addition to Royal Links Subdivision. Lot 78, 3215 Baer Road, of the subdivision included a 20 foot drainage and utility easement along the back property line. However, construction of the subdivision did not require placement of an oversized drainage way along the back property line and a 6 foot utility easement is now adequate for all current and future needs.

As the current homeowner now desires to make improvements to the property which will encroach on the existing easement, it is now reasonable and proper to vacate the north 14 feet of the existing 20 foot easement along the south property line.

No public improvements are being constructed as part of this easement vacation.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Petitioner/Owner 3215 Baer Road.

FINANCIAL IMPACT: The cost of survey, plat and recording will be borne by the petitioner.

Respectfully submitted for Council consideration.

Prepared by: Greg Kallevig, PE, CFM, Civil Engineer II

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

Reviewed by: Steve Rasmussen, Assistant City Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

- Attachments:**
- Attachment 1. Petition for Vacation of Easement
 - Attachment 2. Ordinance Providing for Vacation of Easement
 - Attachment 3. Exhibit A, Description of Easement to be vacated
 - Attachment 4. Plat of Easement to be vacated
 - Attachment 5. Approval Letters from Affected Utilities

Motion: That the Ordinance providing for the Vacation of Part of a Drainage/Utility Easement in Lot 78 of Second Addition to Royal Links Subdivision Petition from Eric Micheletti for Approval of Vacation of Part of a Drainage/Utility Easement located in Lot 78, 3215 Baer Road, of Second Addition to Royal Links Subdivision.

Motion: _____ Seconded by: _____

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

**PETITION FOR VACATION OF PART OF A DRAINAGE/UTILITY EASEMENT IN
LOT 78 OF SECOND ADDITION TO ROYAL LINKS SUBDIVISION**

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF
BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

Now comes Eric Micheletti, owner 3215 Baer Road, hereinafter referred to as the Petitioner,
respectfully representing and requesting as follows:

1. That the Petitioner is interested as authorized representative in the premises hereinafter described in Exhibit A attached hereto and made a part hereof by this reference;
2. That the Petitioner seeks approval of the vacation of the north fourteen feet (14') of a twenty foot (20') wide drainage and utility easement along the south property line of said premises as described in Exhibit A and shown on the Easement Vacation Plat attached hereto and made part hereof by this reference ;
3. That said vacation of easements is reasonable and proper because such easements are not needed for the utilities by said City and by the utility companies either for existing or future utilities.

WHEREFORE, the Petitioner prays that said easements be vacated.

Respectfully submitted,

By: Eric Micheletti

ORDINANCE NO. 2015 - ____

**AN ORDINANCE PROVIDING FOR THE VACATION OF PART OF A
DRAINAGE/UTILITY EASEMENT IN LOT 78 OF SECOND ADDITION TO ROYAL
LINKS SUBDIVISION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting vacation of the north fourteen feet (14') of a twenty foot (20') wide drainage and utility easement along the south property line of 3215 Baer Drive; and

WHEREAS, said petition complies in all respects with the ordinances of said City and the statutes of the State of Illinois in such case made and provided; and

WHEREAS, the City Council of said City has the power to pass this Ordinance and grant said vacation; and

WHEREAS, it is reasonable and proper to vacate said easements as requested in this case.

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

1. That the north fourteen feet (14') of a twenty foot (20') wide drainage and utility easement along the south property line of 3215 Baer Drive, as described in Exhibit A is hereby vacated.
2. That this ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this ____ day of May, 2015.

APPROVED this ____ day of May, 2015.

Tari Renner
Mayor

ATTEST:

Cherry Lawson
City Clerk

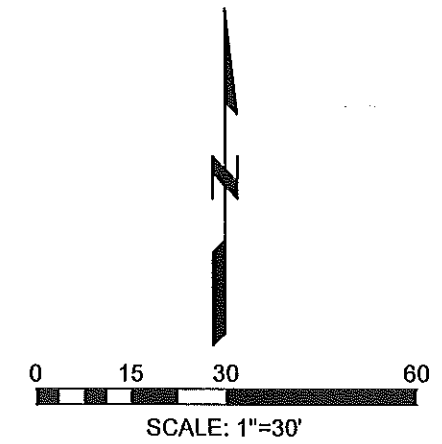
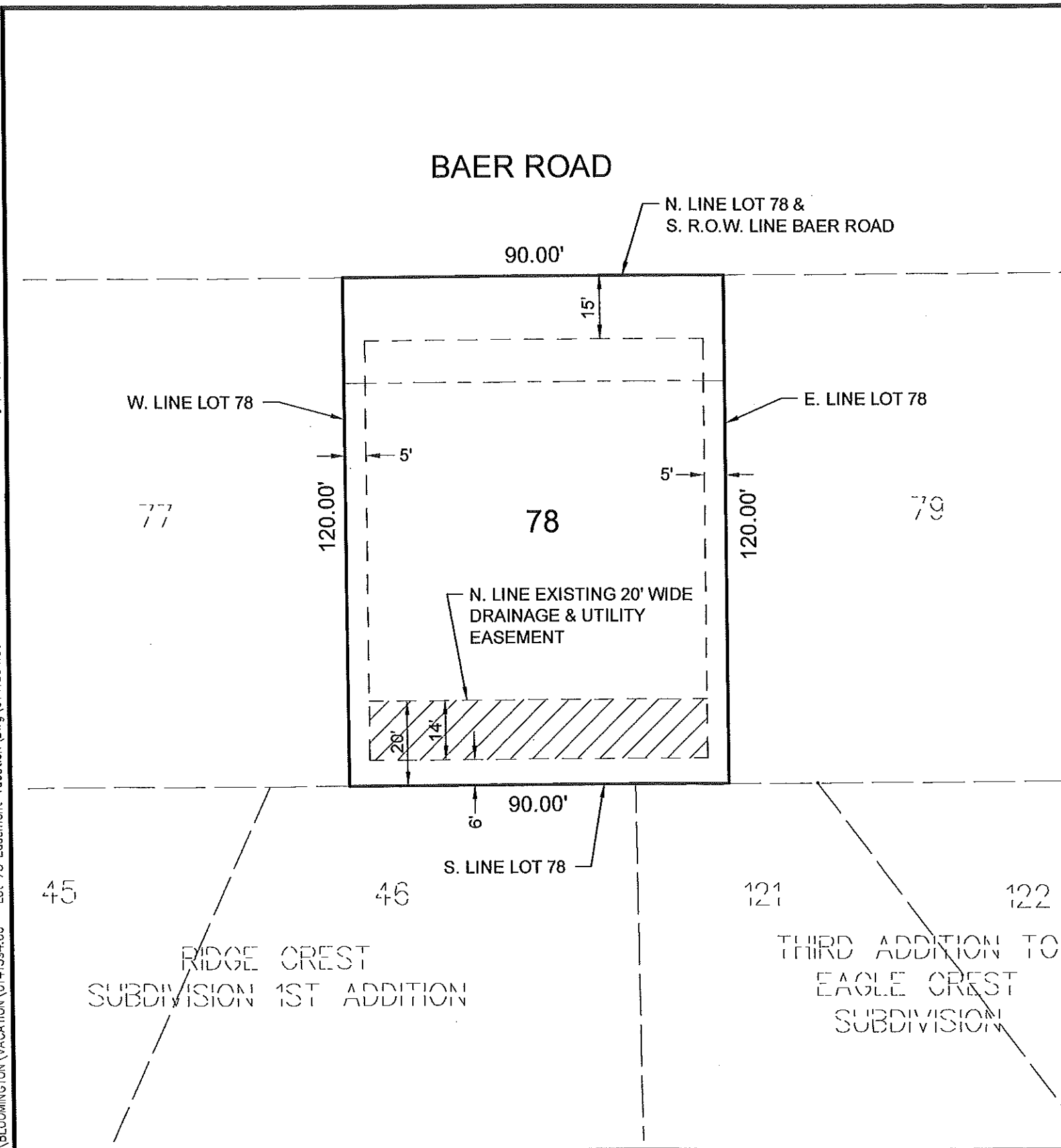
EXHIBIT A

Description of Easement to be vacated

The North 14.00 feet of the South 20.00 feet of Lot 78, in the Second Addition to Royal Links Subdivision according to the plat recorded September 12, 2006 as Document No. 25260 in the McLean County Recorder's Office, except the East 5.00 feet thereof, and also except the West 5.00 feet thereof.

PIN 15-30-106-032

S:\McLEAN\BLOOMINGTON\VACATION\0141394.00 - Lot 78 Easement Vacation\0141394.00 - Lot 78 Easement Vacation Plat.dwg | 10/3/2014 8:51 AM | sbogue



LEGEND

- EXISTING EASEMENT LINE
- 25' BUILDING SETBACK LINE
- ▨ PORTION OF EASEMENT TO BE VACATED

This is a plat of a portion of a drainage and utility easement to be vacated. Said utility easement is more particularly described as follows:

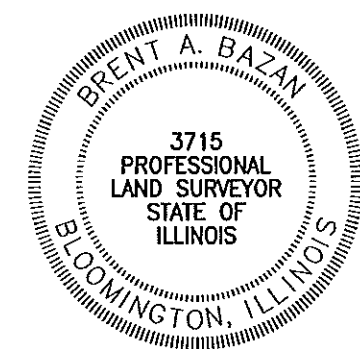
The North 14.00 feet of the South 20.00 feet of Lot 78, in the Second Addition to Royal Links Subdivision according to the plat recorded September 12, 2006 as Document No. 25260 in the McLean County Recorder's Office, except the East 5.00 feet thereof, and also except the West 5.00 feet thereof

This property is commonly known as 3215 Baer Road Bloomington, IL.

P.I.N. 15-30-106-032

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

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



DATE: 10-3-14
EXP. DATE: 11-30-2014
DESIGN FIRM REGISTRATION
NO. 184-001856

N.W. 1/4 SEC. 30, T.24N., R.3E. 3P.M.

Farnsworth
GROUP
2709 McGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-8435 / (309) 663-1571 Fax

LOT 78
SECOND ADDITION TO ROYAL LINKS SUBDIVISION
EASEMENT VACATION PLAT

Project No: 0141394.00
Book No:
Drawn by: SJB
Reviewed: RJM
Date: 10/03/14



Nicor Gas™

An AGL Resources Company

1844 Ferry Road
Naperville, IL 60563-9600
630 983 8676 phone
nicorgas.com

April 24, 2015

Kevin Tuuk
3807 GE Road, Ste. 3
Bloomington, IL 61704

Sent via email: KevinT@tbayc.com

Subject: Vacation of Utility Easement – 3215 Baer Rd., Bloomington
Nicor Atlas Page Reference: B-17301

To Whom It May Concern:

This letter is sent in response to your recent inquiry regarding the proposed vacation of a Drainage & Utility Easements described below:

The North 14.00 feet of the South 20.00 feet of Lot 78, in Second Addition to Royal Links Subdivision in McLean County, except the East 5.00 feet thereof and also except the West 5.00 feet thereof. Commonly known as 3215 Baer Road, Bloomington, IL

Based on the information provided, Nicor Gas has no gas main installed in the easement area described above and therefore has no objection to the proposed vacation of said easement.


Notify JULIE at 1-800-892-0123 at least 48 hours prior to commencing construction activities. Nicor Gas may have gas service pipes providing gas service to the described property. The gas service pipes are neither covered by recorded easement nor are their locations mapped.

Very truly yours;

David L. Surina
Sr. Land Management Agent
Land Services Department



Count on Corn Belt!
Your Local Energy Resource

Your Touchstone Energy[®] Cooperative 

April 23, 2015

Kevin Tuuk
Trunk Bay Companies
3807 GE Road, Suite 3
Bloomington, Illinois 61704

RE: Easement vacation

Dear Mr. Tuuk,

We cannot speak for other utilities in regards to easement needs in this area, but Corn Belt Energy has no objection to vacation of the easement area described in your easement vacation plat of lot 78 in The 2nd Addition to Royal Links Subdivision.

Respectfully,

A handwritten signature in cursive script that reads "Jason Cotner".

Jason Cotner
Field Engineer

Subject: RE: 3215 Baer Rd/ Lot 78 Royal Links

April 27, 2015 – email sent/ letter mailed via USPS

Kevin Tuuk (KevinT@tbayc.com)
Trunk Bay Construction
3807 GE Road, Suite 3
Bloomington, IL 61704

To Who it may concern,

This notice is being sent in regards to a request to vacate the northern 14' portion of the existing 20' deep rear yard easement located on Lot 78, in the 2nd Addition of Royal Links Subdivision. Comcast has no objection to the vacation of the north 14' of the existing 20' easement in the rear yard at 3215 Baer Rd. We have reviewed the vacation plat provided by the Farnsworth Group dated 10-3-2014. Our existing utility lines are not contained in this area, and the remaining 6' easement will provide sufficient access for future lines if needed.

Thank you,

Frank Gautier
Comcast Construction Services



www.Frontier.com

109 East Market Street
Bloomington, IL 61701

April 24, 2015

Kevin Tuuk
Trunk Bay Companies
3807 GE Road, Suite 3
Bloomington, IL 61704

Dear Mr. Tuuk,

Frontier Communications has no objection to the vacation of the south 14' of the existing 20' easement in the rear yard at 3215 Baer Rd. We have reviewed the vacation as described in your easement vacation plat of lot 78 in The 2nd Addition to Royal Links Subdivision. We have relocated our facilities as part of project #2362517, which the funded by the customer. We cannot speak for any other utilities than our own in regards to the easements required in this area.

Respectfully,

A handwritten signature in black ink, appearing to read "Torrey R. French".

Torrey R. French
Engineer, Network Senior
Frontier Communications
109 East Market Street
Bloomington, IL 61701



FOR COUNCIL: May 26, 2015

SUBJECT: Lake Bloomington Lease Transfer Petition for Lot 2, Block 4 of Camp Kickapoo, from Joseph & Sally Diemer to David & Carol Waibel

RECOMMENDATION/MOTION: That the Lake Lease Transfer 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 1a. Budget with adequate resources to support defined services and level of services.

BACKGROUND: The sewage disposal system inspection was completed in April 2015. The septic system appears to be functioning normally. The septic tank does not need to be pumped but should be checked regularly. The water level in the 1000 gal tank is at the middle seam, which is an indication that the tank may be leaking. A chlorine tablet should be placed in the chlorinator tube regularly. The age of the sewage disposal system is over twenty-five (25) years. The McLean County Health Department estimates sewage disposal systems have an average life span of approximately twenty to twenty-five (20-25) years. However, this can be affected greatly by usage patterns of the premises (seasonal versus full time occupancy) and system maintenance.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: This petition will have a neutral financial impact given the current lease uses the current formula, (\$0.40 per \$100 of Equalized Assessed Value), for determining the Lake Lease Fee. With this transfer, the lake lease formula will generate about \$344.31 per year in lease income. This lake lease income will be posted to Lake Maintenance-Lease Income account (50100140 – 57590). Stakeholders can locate this in the FY 2016 Proposed Budget titled “Other Funds & Capital Improvement Program” on page 104.

Respectfully submitted for Council consideration.

Prepared by: Connie Fralick, Office Manager

Reviewed by: Brett Lueschen, Interim Water Director

Reviewed by: Steve Rasmussen, Assistant City Manager

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

Legal review by:

Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1- Agreement
Attachment 2 & 3 - Maps

Motion: That the Lake Lease Transfer be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

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

AGREEMENT

THIS AGREEMENT is entered into on the ____ day of _____, 2015 between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called "City" and PNC Bank, National Association, hereinafter called "Creditor."

WITNESSETH

In consideration of the mutual covenants hereinafter contained, the parties agree as follow:

1. City is the owner of the following described real estate in the vicinity of Lake Bloomington, Illinois as follows, hereinafter called the "Premises":

Lot 2 in Block 4 in Camp Kickapoo according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

2. City is leasing the land to _____, hereinafter called "Lessee," pursuant to a land lease dated _____ and attached hereto as Exhibit 1, hereinafter called "Lease".
3. Creditor is willing to make a loan to Lessee to allow Lessee to purchase the improvements constructed on the Premises if City is willing to agree to the provisions set forth in this Agreement. Creditor would not make the loan to Lessee without City agreeing to the terms of this Agreement.
4. City agrees to notify Credit in the event Lessee becomes 30 days or more delinquent in payment of rent due under the Lease. City agrees that Creditor shall have the right to cure any such default and/or take over Lessee's rights under the Lease, at Creditor's option. City shall notify Creditor at the following address:

PNC Bank, National Association
PO Box 8807
Dayton, OH 45401-8807

5. City agrees notify Creditor in the event that all or part of the Premises are taken or damaged by eminent domain and to forward any check covering Lessee's portion of the award to Creditor.
6. City agrees that while this Agreement is in effect, it shall not terminate the Lease for a non-monetary default by Lessee.
7. This Agreement shall remain in force and effect while the loan by Creditor to Lessee is outstanding and shall benefit Creditor, it successors and assigns. Upon repayment of the referenced loan, this Agreement shall also terminate.

IN WITNESS WHEREOF, City and Creditor have caused this Agreement to be executed as of the day and year above written.

CITY OF BLOOMINGTON – “City”

PNC BANK, NATIONAL ASSOCIATION – “Creditor”

By: _____
Tari Renner, Mayor

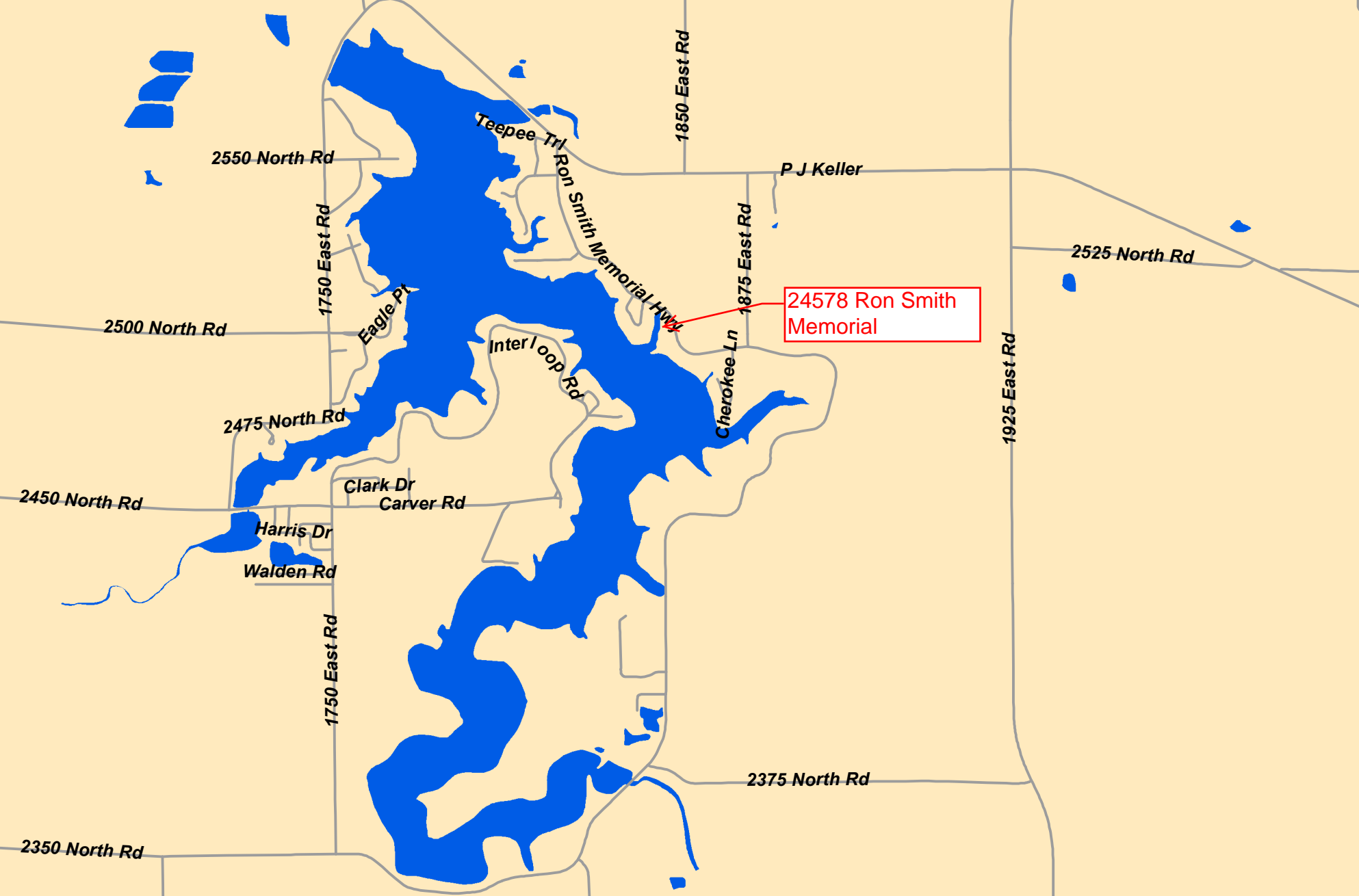
By: _____
Its: _____

ATTEST:

By: _____
Cherry L. Lawson, City Clerk

APPROVED AS TO FORM

By: _____
Jeffery Jurgens, Corporation Counsel



24578 Ron Smith Memorial



24602

24578

24578 Ron Smith Mem
Hwy
Lot: 2
Block: 4
Camp: Kickapoo

24542



REGULAR AGENDA ITEM: 8A

FOR COUNCIL: May 26, 2015

SUBJECT: An ordinance Amending Chapter 40 of the Bloomington City Code to establish regulations for transportation network providers to operate transportation networks within the City.

RECOMMENDATION/MOTION: That the Transportation Network Provider Ordinance be adopted and authorize the Mayor and City Clerk to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: Effective June 1, 2015, the Transportation Network Providers Act (“Act”) becomes effective in the State of Illinois. This Act essentially provides a framework for online transportation network companies (e.g., Uber, Lyft, Sidecar, etc.) to operate within the State, including various insurance and driver eligibility requirements. The Act does not preempt home-rule authority or otherwise prohibit a municipality from further regulating Transportation Network Companies (“TNCs”). Accordingly, the proposed ordinance creates a framework for TNCs to operate within the City. The proposed ordinance mandates the same insurance and driver eligibility requirements as those within the Act. To help ensure public safety, the ordinance further requires any TNC to also certify that background checks have been performed on all drivers and that vehicles have been inspected and can safely be operated. The ordinance also enacts auditing requirements to ensure that any TNC is actually performing the necessary background and vehicle checks. To help cover the cost of enforcement and auditing, there is a \$3,000 annual fee for a TNC license.

Historically, the City has required direct registration and approval of taxicab drivers, as well as vehicle checks performed by the Police Department. Although there are certainly differences between a taxicab and a TNC, there are also similarities. TNCs, like Uber, have typically been resistant to direct registration of their drivers and instead have promoted self-regulation with verification. As this is a new concept, the self-regulation provisions in the proposed ordinance would be done on a one-year trial basis. With such a concept, staff has attempted to draft as many regulations as possible to promote public safety. However, the public should be aware the City will now play less of a regulatory role over drivers and vehicles engaging in the transportation of passengers.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Staff met with members of the management team of Uber, Illinois on April 6 and May 12, 2015. Email input

was also received from Uber regarding the draft ordinance. A meeting was held on April 8, 2015, with taxicab and vehicle for hire company owners on related issues. Additional input was received from owners by email.

FINANCIAL IMPACT: If approved user licensing fee of \$3,000 will be received in the General Fund. Accounts will be created and revenues will be tracked and reported throughout the year.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Corporation Counsel

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

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Transportation Network Provider Ordinance

Motion: That the Transportation Network Provider Ordinance be adopted and authorize the Mayor and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2015-_____

AN ORDINANCE AMENDING BLOOMINGTON
CITY CODE CHAPTER 40 TO ESTABLISH A PILOT PROGRAM FOR THE REGULATION
AND LICENSURE OF TRANSPORTATION NETWORK PROVIDERS.

WHEREAS, the City of Bloomington is a home-rule municipality operating in the State of Illinois; and

WHEREAS, the City regulates taxicabs and vehicles for hire in both the City and Town of Normal pursuant to Intergovernmental Agreement; and

WHEREAS, the State of Illinois recently adopted the Transportation Network Providers Act (“Act”) that regulates the operation of transportation network companies; and

WHEREAS, the City is entitled to enact additional regulations beyond the Act to ensure network providers operate in a safe and efficient manner; and

WHEREAS, the current model of network providers is to perform background checks and vehicle inspections in-house while allowing municipalities to audit said information; and

WHEREAS, the City is willing to utilize the network provider model of background checks and vehicle inspections, on a trial basis for one-year, with routine auditing by the City; and

WHEREAS, the City desires to encourage innovation in transportation but also desires to ensure those engaged in public transportation to provide same in a clean and safe manner; and

WHEREAS, the City Council believes the adoption of the Transportation Network Provider ordinance balances the need for innovation in public transportation with the need to maintain public safety and security.

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

SECTION 1. That Bloomington City Code Chapter 40 is amended by adding Article XII as follows:

ARTICLE XII

TRANSPORTATION NETWORK PROVIDERS

SEC. 1201 PURPOSE OF ARTICLE; APPLICABILITY.

(a) The purpose of this Article XII is to protect the health, safety, and welfare of the citizens of the communities of the City of Bloomington and the Town of Normal through the regulation of Transportation Network Company (TNC) services, which provide transportation of passengers for hire.

(b) The City of Bloomington and the Town of Normal have entered into an intergovernmental agreement under which the City of Bloomington will perform the administration and enforcement of the regulations under this Article.

(c) This Article is adopted pursuant to the home rule authority of the City of Bloomington and the Town of Normal and pursuant to the authority to regulate drivers for hire under Section 11-42-6 of the Illinois Municipal Code.

SEC. 1202 DEFINITIONS.

As used in this Article XII:

(a) The terms “transportation network company,” “TNC,” “transportation network company driver,” “TNC driver,” and “transportation network company services” or “TNC services” shall have the meanings set forth under Section 5 of the Transportation Network Providers Act, (625 ILCS 57/), which was enacted under Public Act 98-1173 and takes effect on June 1, 2015.

(b) “City Clerk” means the City Clerk of the City of Bloomington or his or her designee.

(c) “City Manager” means the City Manager of the City of Bloomington or his or her designee.

(d) “TNP Act” means the Transportation Network Providers Act.

(e) A TNC operates in the City of Bloomington and Town of Normal if a TNC driver picks up a passenger in the jurisdictional boundaries of either the City of Bloomington or the Town of Normal.

(f) A TNC driver operates in the City of Bloomington and Town of Normal if he or she picks up a passenger in the jurisdictional boundaries of either the City of Bloomington or the Town of Normal.

SEC. 1203 COMPLIANCE WITH STATE LAW.

(a) Each TNC and each TNC driver operating in Bloomington-Normal must comply with the provisions of the TNP Act. If a TNC or TNC driver operates in Bloomington-Normal before the effective date of the TNP Act, then the TNC or TNC driver must comply with the

provisions of the TNP Act as if the Act were in effect as of the date that the TNC or TNC driver operates in Bloomington-Normal.

(b) Failure of a TNC or TNC driver to comply with the provisions of the TNP Act will be deemed a violation of this Chapter and may subject the violator to revocation or suspension of any TNC license or driver's permit issued pursuant to this Article or to fines as provided in this Article.

SEC. 1204 TRANSPORTATION NETWORK COMPANY LICENSE REQUIRED.

(a) No TNC may operate in Bloomington-Normal unless it obtains a TNC License. The application for TNC license shall be made to the City Clerk in the form and manner required by that office. The fee for application for license issuance or renewal is \$100.00 and upon the issuance of a license upon approval, the licensure fee shall be \$3,000.00. The licensure fee must be paid prior to issuance of a license.

(b) Each TNC License shall commence upon issuance and continue through December 31 of the calendar year issued. Thereafter, if renewed, the TNC License will run annually, concurrent with each calendar year. Application for annual license renewal must be submitted to the Clerk's office prior to the year for which renewal is sought. The application fee shall be non-refundable regardless of whether a license is issued or renewed.

SEC. 1205 TRANSPORTATION NETWORK COMPANY APPLICATION.

(a) Each application for a TNC license shall be verified upon oath or affirmation and shall furnish, at a minimum, the following information:

- (1) If the license applicant is an individual:
 - (i) The individual's full name, residence address, business address, business e-mail address and business telephone number; and
 - (ii) Proof that the applicant is at least 18 years of age.
- (2) If the license applicant is a corporation:
 - (i) The corporate name, business address and telephone number of the applicant;
 - (ii) The date and state of incorporation;
 - (iii) The name, street address, mailing address and email address of a designated registered agent in the State of Illinois authorized to accept service of process and all notices required under this Article;

(iv) Proof that the applicant is authorized and registered to do business in the State of Illinois; if the applicant has existed for more than one year, this proof shall include a Certificate of Good Standing issued by the Secretary of State;

(3) If the license applicant is a partnership or limited liability company:

(i) The name, business address or principal office address and telephone number of the applicant;

(ii) The full names, residence addresses, e-mail addresses and residence telephone numbers of (a) the three members who own the highest percentage interests in such partnership or limited liability company, (b) the general partner of a partnership, (c) the managing partner of a limited liability company, and (d) any other member who owns a 25 percent or more interest therein;

(iii) The name, street address, mailing address and e-mail address of a designated registered agent in the State of Illinois authorized to accept service of process and all notices required under this Article; and

(iv) If the applicant is a limited liability company, proof that the applicant is authorized and registered to do business in the State of Illinois and, if the applicant has been in existence for more than one year, this proof shall include a Certificate of Good Standing issued by the Secretary of State.

(b) In addition to the license application requirements listed in subsection (a), any applicant for license issuance or renewal shall provide to the Clerk:

(1) The names, driver's license numbers and addresses of drivers registered with the applicant as of the date of the application who will be providing TNC services in the City of Bloomington and the Town of Normal or, on a monthly basis, a list of the last four numbers of the driver's license number and initial of first and last name for each active driver.

(2) A sworn statement under oath by the TNC that: (1) the TNC has conducted the background checks as required by Section 1209 of this Chapter on any existing TNC drivers and will conduct such background checks on any future drivers prior to being allowed to operate for the TNC; (2) that background checks will be updated on all TNC drivers on an annual basis; (3) that all TNC drivers have passed the TNC's background checks and are not disqualified under Section 1209(b) of this

Chapter; (4) that the TNC has ensured the vehicles of all TNC drivers have met the qualifications of Section 1214 of this Chapter; and (5) that the TNC and all TNC drivers have met the insurance obligations set forth in Section 1210 of this Chapter.

- (3) The applicant's insurance policies as required by Section 10 of the Transportation Network Providers Act.
- (4) Regular and 24-hour emergency contact information, including a telephone number, for the TNC.
- (5) A plan on the provision of background checks as required by Section 1206(h).

SEC. 1206 TRANSPORTATION NETWORK COMPANY LICENSE QUALIFICATIONS.

(a) In order to qualify for a TNC license, whether upon initial application or upon application for renewal of a license:

- (1) An applicant shall be in compliance with all applicable city, State of Illinois and federal law and must not owe any debt to the City;
- (2) If the applicant is a corporation or limited liability company, the applicant must be registered with the Illinois Secretary of State as an organization authorized to do business in the State of Illinois and be in good standing;
- (3) The applicant shall have a designated registered agent in the State of Illinois authorized to accept service of process and notices required by this Article; and
- (4) The applicant shall provide regular and 24-hour emergency contact information, including a telephone number, for the TNC.

(b) No applicant is eligible for a license if any transportation network company license held by the applicant, or by any officer or director of a corporate applicant or partner of a partnership applicant, has been revoked within the previous five years, or if the applicant, or any officer or director of a corporate applicant or partner in a partnership applicant, within the five years immediately preceding the date of his application, has been either convicted, or in custody, under parole or under any other noncustodial supervision resulting from a conviction in a court of any jurisdiction for the commission of any felony as defined by Article 2 of the Illinois Criminal Code of 2012, codified at 720 ILCS 5/2-0.5 et seq., or its equivalent under federal or other jurisdictional law.

(c) No applicant is eligible for a license if the applicant, or any officer, director, or shareholder having any more than 25% of the shares in a corporate or limited liability company

applicant, or any partner in a partnership applicant, owes the City of Bloomington or Town of Normal, any outstanding fines, judgment debts, past-due amounts for water or other City services, taxes, fees or any other amounts. This provision may be waived by the City Manager of the municipality to whom the financial obligation is outstanding, provided that the applicant enters into and fully complies with a payment agreement providing for full payment to the jurisdiction of any and all outstanding obligations referred to in the preceding sentence. Any license issued pursuant to such an agreement shall be probationary in the sense that it shall be contingent upon full compliance with the agreement and shall be revoked upon failure to comply therewith.

(d) No applicant is eligible for a license if the applicant, or any officer, director, shareholder having more than 25% of the shares in a corporate or limited liability company applicant, or any partner in a partnership applicant, has been found guilty of three or more violations of the Bloomington City Code or the ordinances of the Town of Normal in the past three years preceding the date of application;

(e) Eligibility for issuance of any license under this Chapter shall be a continuing requirement for maintaining such license.

(f) If the applicant meets the criteria set forth in this Section, the City Manager shall direct the City Clerk to issue or renew a TNC license.

(g) If an application for the issuance or renewal of a license is denied, the City Manager shall issue a written notice of denial, together with findings in support of the denial, to the applicant. The applicant may, within 10 days of the mailing of the notice of denial, make a written request for a hearing to appeal the denial. Failure to timely make such a request will waive the right to appeal. The request must be submitted to the office of the City of Bloomington Corporation Counsel located at 109 East Olive Street, Bloomington, Illinois 61701. Upon receipt of a timely written request for a hearing, the Corporation Counsel's office shall schedule a hearing on the appeal in the City of Bloomington Administrative Court and shall mail notice of the date and time of a hearing to the applicant. Said hearing shall be set for a date within 30 days of the Corporation Counsel's receipt of the request for an appeal. If, at the appeal hearing, the applicant establishes by a preponderance of the evidence that the denial was based upon incorrect findings, the City Manager shall issue a license. If, at such hearing, the denial is found to have been based upon correct findings, or if the applicant fails to prove by a preponderance of the evidence that the findings forming the basis for the denial were incorrect, the denial shall become final. After entry of the final denial, the appellant shall be ineligible to make a new application for a period of 18 months.

(h) Prior to a license being issued, the TNP must submit a written plan for how background checks will be conducted and affirm such background checks are being completed and will continue to be completed as set forth in the plan and in accordance with this subsection. A local and national criminal background check, conducted through a third-party vendor, must be completed for each applicant. Any company that has been accredited by the National Association of Professional Background Screeners shall be pre-approved by the City to perform

the required criminal background checks. Upon written application, the City Manager may approve additional companies that meet similar requirements. At a minimum, the criminal background checks shall include: (A) Multi-State/Multi-Jurisdiction Criminal Records Locator or other similar commercial nationwide database with validation (primary source search); and (B) National Sex Offender Registry database.

SEC. 1207 RESCISSION OF TRANSPORTATION NETWORK COMPANY LICENSE.

The City Manager shall have the power to rescind, pursuant to this section, any transportation network company license erroneously or illegally issued or renewed pursuant to this Section.

In order for such rescission to be effective, the Corporation Counsel for the City of Bloomington shall notify the licensee of the date the rescission will take effect. The notice shall be provided by first-class mail or in person. The notice shall indicate the basis for the rescission and shall also indicate a date and time, prior to the proposed rescission date, upon which the licensee may appear in the City of Bloomington Administrative Court to contest the proposed rescission. The licensee shall also be informed that he or she shall be entitled to present at the hearing any document, including affidavits, relating to the proposed rescission. Following the appearance of the licensee before the Administrative Hearing Officer, the Officer may affirm or reverse the rescission decision based upon the evidence presented by the licensee. The Hearing Officer's decision shall be in writing and shall be mailed to the licensee at least five days before a license rescission is effective. A licensee may appeal the Hearing Officer's decision to any court of competent jurisdiction.

SEC. 1208 ADDITIONAL REQUIREMENTS FOR A TRANSPORTATION NETWORK COMPANY.

(a) The requirements under this Section are in addition to the requirements set forth in the TNP Act. Failure of a TNC to comply with the requirements of the TNP Act or of this Section will be a violation of this Code and may subject the licensee to suspension, revocation or fines as provided in this Article.

(b) A TNC operating in Bloomington-Normal must comply with all of the following:

- (1) Upon notification from the City of Bloomington that a local TNC driver has been involved in illegal activities, the TNC shall immediately remove a driver from its network system and not reinstate that driver until adjudication of the alleged activities and re-qualification of the TNC driver.
- (2) A TNC shall maintain TNC driver records at least until the one year anniversary of the date on which a TNC driver's activation on the TNC digital network has ended. These records shall include:

- (i) Records provided or gathered by the TNC pertaining to driver requirements mandated in Section 15 of the Transportation Network Providers Act;
 - (ii) Records of passenger complaints regarding drivers, investigation by the TNC of those complaints and any other records pertinent to passenger complaints or their investigation;
 - (iii) Accurate books and records of account of the licensee's operations in the City of Bloomington and Town of Normal;
 - (iv) A TNC shall maintain individual trip records for at least one year from the date each trip was provided. The individual trip record must include TNC driver and vehicle information, date and time of start and finish of trip, location of trip, passenger's personal identification, and fee charged for the service.
- (3) The TNC shall be required to abide by the auditing requirements set forth herein. The City, or a third party agreed upon by the City and a TNC, may audit the records of the TNC, including either specifically requested TNC drivers and/or a random sample of the TNC's records related to drivers, in accordance with all of the following:
- (i) Except for cause relating to repeated public complaints or infractions of this article, the City may conduct a general audit of the records related TNC drivers no more than two times per year.
 - (ii) The audit shall take place at a third party location agreed upon by the City and the TNC. If a location cannot be agreed upon, the audit shall take place at a law office within the Bloomington-Normal area as designated by the City's corporation counsel.
 - (iii) Upon a citation to a TNC driver and/or a complaint concerning a TNC driver, the City shall be permitted to audit the records of said TNC driver at any time.
- (4) A TNC shall accept service of process by certified mail sent to its registered agent.
- (5) Obtain and review a driving history research report for such individual.
- (6) Conduct the background checks as required by Section 1206(h).

SEC. 1209 TNC DRIVER REQUIREMENTS

(a) Prior to permitting an individual to act as a TNC driver on its digital platform or otherwise on behalf of the TNC, the TNC shall:

- (1) Require the individual to submit an application to the TNC, which includes information regarding his or her address, age, driver's license, driving history, motor vehicle registration, automobile liability insurance, and other information required by the TNC.
- (2) Perform a local and national criminal background check, conducted through a third-party vendor, for each applicant in accordance with the plan submitted in Section 1206(h) and the requirements of this article. Any company that has been accredited by the National Association of Professional Background Screeners shall be pre-approved by the City to perform the required criminal background checks. Upon written application, the City Manager may approve additional companies that meet similar requirements. At a minimum, the criminal background checks shall include: (A) Multi-State/Multi-Jurisdiction Criminal Records Locator or other similar commercial nationwide database with validation (primary source search); and (B) National Sex Offender Registry database.
- (3) Obtain and review a driving history research report for such individual.

(b) The TNC shall not permit an individual to act as a TNC driver on its digital platform, nor shall an individual be allowed to operate as a TNC driver who:

- (1) Has had more than three moving violations in the prior three-year period, or one major violation in the prior three-year period (including, but not limited to, attempting to evade the police, reckless driving, or driving on a suspended or revoked license);
- (2) Has been convicted, within the past seven years, of driving under the influence of drugs or alcohol, or who has been convicted at any time of fraud, sexual offenses, use of a motor vehicle to commit a felony, a crime involving property damage, and/or theft, acts of violence, or acts of terror;
- (3) Is a match in the National Sex Offender Registry database or is a sex offender as defined by Chapter 40;
- (4) Does not possess a valid driver's license;
- (5) Does not possess proof of registration for the motor vehicle(s) used to provide TNC Services;
- (6) Does not possess proof of automobile liability insurance for the motor vehicle(s) used to provide TNC Services; or
- (7) Is not at least 21 years of age.

(c) All TNC drivers shall be required to carry and provide proof of their affiliation with a TNC when operating, as well as insurance coverage information as required by Section 1210.

SEC. 1210 INSURANCE REQUIRED FOR TRANSPORTATION NETWORK DRIVERS.

(a) Transportation network companies and participating TNC drivers shall comply with the automobile liability insurance requirements of this Section.

(b) The following automobile liability insurance requirements shall apply from the moment a participating TNC driver logs on to the transportation network company's digital network or software application until the TNC driver accepts a request to transport a passenger, and from the moment the TNC driver completes the transaction on the digital network or software application or the ride is complete, whichever is later, until the TNC driver either accepts another ride request on the digital network or software application or logs off the digital network or software application:

- (1) Automobile liability insurance shall be in the amount of at least \$50,000 for death and personal injury per person, \$100,000 for death and personal injury per incident, and \$25,000 for property damage.
- (2) Contingent automobile liability insurance in the amounts required in paragraph (1) of this subsection shall be maintained by a transportation network company and provide coverage in the event a participating TNC driver's own automobile liability policy excludes coverage according to its policy terms or does not provide at least the limits of coverage required in paragraph (1) of this subsection (b).

(c) The following automobile liability insurance requirements shall apply from the moment a TNC driver accepts a ride request on the transportation network company's digital network or software application until the TNC driver completes the transaction on the digital network or software application or until the ride is complete, whichever is later:

- (1) Automobile liability insurance shall be primary and in the amount of \$1,000,000 for death, personal injury, and property damage. The requirements for the coverage required by this paragraph (1) may be satisfied by any of the following:
 - (A) automobile liability insurance maintained by a participating TNC driver;
 - (B) automobile liability company insurance maintained by a transportation network company; or
 - (C) any combination of subparagraphs (A) and (B).

- (2) Insurance coverage provided under this subsection(c) shall also provide for uninsured motorist coverage and underinsured motorist coverage in the amount of \$50,000from the moment a passenger enters the vehicle of a participating TNC driver until the passenger exits the vehicle.
- (3) The insurer, in the case of insurance coverage provided under this subsection (c), shall have the duty to defend and indemnify the insured.
- (4) Coverage under an automobile liability insurance policy required under this subsection (c) shall not be dependent on a personal automobile insurance policy first denying a claim nor shall a personal automobile insurance policy be required to first deny a claim.

(d) In every instance when automobile liability insurance maintained by a participating TNC driver to fulfill the insurance obligations of this Section has lapsed or ceased to exist, the transportation network company shall provide the coverage required by this Section beginning with the first dollar of a claim.

(e) This Section shall not limit the liability of a transportation network company arising out of an automobile accident involving a participating TNC driver in any action for damages against a transportation network company for an amount above the required insurance coverage.

(f) The transportation network company shall disclose in writing to TNC drivers, as part of its agreement with those TNC drivers, the following:

- (1) the insurance coverage and limits of liability that the transportation network company provides while the TNC driver uses a vehicle in connection with a transportation network company's digital network or software application; and
- (2) that the TNC driver's own insurance policy may not provide coverage while the TNC driver uses a vehicle in connection with a transportation network company digital network depending on its terms.

(g) An insurance policy required by this Section may be placed with an admitted Illinois insurer, or with an authorized surplus line insurer under Section 445 of the Illinois Insurance Code; and is not subject to any restriction or limitation on the issuance of a policy contained in Section 445a of the Illinois Insurance Code.

(h) Any insurance policy required by this Section shall satisfy the financial responsibility requirement for a motor vehicle under Sections 7-203 and 7-601 of the Illinois Vehicle Code.

(i) The TNC and any TNC driver shall be required to provide proof of insurance requested by the City and/or its law enforcement officials.

SEC. 1213 SUSPENSION OR REVOCATION OF LICENSE.

(a) The City Manager may revoke or suspend a TNC License or impose a penalty if the holder of that license violates any provision of this Chapter.

(b) If any TNC receives a notice of a revocation or suspension of their license an appeal may be filed with the City of Bloomington Administrative Adjudication Unit. The appeal must be made in writing within 10 days of the date of the mailing of the notice of revocation or suspension. The appeal must be submitted to the Bloomington Corporation Counsel's office located at 109 E. Olive Street, Bloomington IL 61701. The Corporation Counsel's office shall mail an appeal hearing notice to the requestor containing the hearing date and time set in the City of Bloomington Administrative Court system.

SEC. 1214 TRANSPORTATION NETWORK VEHICLES.

(a) A TNC shall not permit a vehicle older than 10 years, counting from the model year to the present calendar year, to operate in Bloomington-Normal as a transportation network vehicle

(b) Prior to permitting a TNC driver to use a vehicle on the digital platform, that vehicle shall be thoroughly examined by a third party vendor approved by the City. Facilities certified as Automotive Service Excellence (ASE) Accredited Training Providers shall be considered as pre-approved vendors by the City for purposes of providing the inspections required in this section. The City Manager may approve other vendors upon application. Proof of inspections, and passage of same, must be maintained by the TNC and individual TNC drivers during operations and available for inspection by the City and/or its law enforcement officials. No vehicle shall be used to provide transportation network services unless it is found to be satisfactory in regard to the following:

- (1) Steering;
- (2) Brakes;
- (3) Speedometer;
- (4) Lights;
- (5) Tires;
- (6) Horn;
- (7) Exhaust system;

- (8) Rear view mirror;
- (9) Windshield wipers;
- (10) Properly licensed by the State of Illinois;
- (11) Otherwise clean, sanitary and safe for the transportation of passengers;
- (12) Seat belts for all authorized passengers which seat belts must not be pushed under seats where they would not be in plain view;
- (13) No crack in a window which cannot be covered by a 1" disk (State law - a quarter);
- (14) No body damage or condition shall be allowed to remain which would cost in excess of \$250.00 on the regular body work market or which presents sharp edges or other dangerous conditions to passengers.

(c) Periodic Inspections. Every vehicle operating under this Article shall be inspected annually as provided in this Section. Inspections may be performed by a provider as set forth in subsection (b) above. Proof of inspections, and passage of same, must be maintained by the TNC and individual TNC drivers during operations and available for inspection by the City and/or its law enforcement officials upon request.

(d) Vehicles Must be Kept in a Clean and Sanitary Condition. Every vehicle operating under this Article shall be kept in a safe, clean and sanitary condition at all times to conform to the standards above.

SEC. 1215 PENALTIES.

(a) Any TNC, TNC driver or other person who violates any provision of this Article is subject to a fine of not less than \$250.00 nor more than \$3,000.00 for each violation. Each day upon which a violation continues or occurs shall be considered a separate violation. Any penalties set forth herein shall be in addition to the right of the City to suspend and/or revoke a license under Section 1213 of this Chapter.

(b) The Corporation Counsel may bring an action in the City of Bloomington Administrative Adjudication Unit or McLean County Circuit Court to enforce this Article and to seek penalties as provided in this Article.

SEC. 1216 SUNSET PROVISION.

The provisions of this Article XII shall be effective upon passage and as provided by law and shall thereafter sunset, be repealed and no longer be effective as of June 1, 2016.

SECTION 2. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 3. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 4. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 5. This ordinance shall be effective immediately after the date of its publication as required by law.

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

PASSED AND ADOPTED this _____ day of May 2015.

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

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



REGULAR AGENDA ITEM: 8B

FOR COUNCIL: May 26, 2015

SUBJECT: An Ordinance Amending Bloomington City Code Chapter 40 Allowing Taxicab Companies to be Licensed Under the Same Provisions as Transportation Network Providers.

RECOMMENDATION/MOTION: That the Ordinance Amending Bloomington City Code Chapter 40 Allowing Taxicab Companies to be Licensed Under the Same Provisions as Transportation Network Providers be adopted, and authorize the Mayor and City Clerk to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: To allow for a level playing field between Transportation Network Companies (“TNCs”) and taxicab companies, staff has drafted amendments to Chapter 40 of the City Code regulating taxicabs. These amendments would allow taxicab companies to take advantage of the same ability to conduct their own background checks on drivers and vehicle checks as those allowed in the TNP ordinance. As this is a new concept, the self-regulation provisions in the proposed ordinance would be done on a one-year trial basis. With such a concept, staff has attempted to draft as many regulations as possible to promote public safety. However, the public should be aware that the City will now play less of a regulatory role over drivers and vehicles engaging in the transportation of passengers.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: A meeting was held on April 8, 2015, with taxicab and vehicle for hire company owners on issues related to Transportation Network Companies and similar issues. Additional input was received from owners by email.

FINANCIAL IMPACT: No direct financial impact is expected.

Respectfully submitted for Council consideration.

Prepared by:

Jeffery R. Jurgens, Corporation Counsel

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

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Taxicab Ordinance

Motion: That the Ordinance Amending Bloomington City Code Chapter 40 Allowing Taxicab Companies to be Licensed Under the Same Provisions as Transportation Network Providers be adopted, and authorize the Mayor and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2015-_____

**AN ORDINANCE AMENDING BLOOMINGTON
CITY CODE CHAPTER 40 TO ESTABLISH PERMIT ALTERNATE LICENSING FOR
TAXICAB COMPANIES**

WHEREAS, the City of Bloomington is a home-rule municipality operating in the State of Illinois; and

WHEREAS, the State of Illinois recently adopted the Transportation Network Providers Act (“Act”) that permits the operation of internet transportation providers; and

WHEREAS, the City enacted additional regulations beyond the Act to ensure network providers operate in a safe and efficient manner; and

WHEREAS, the current model of network providers is to perform background checks and vehicle inspections in-house while allowing municipalities to audit said information; and

WHEREAS, the City is willing to utilize the network provider model of background checks and vehicle inspections, on a trial basis for one-year, with routine auditing by the City; and

WHEREAS, the City desires to encourage innovation in transportation but also desires to ensure those engaged in public transportation provide same in a clean and safe manner; and

WHEREAS, to maintain a level playing field with taxicab companies that operate within the area, the City will allow those providing taxicab service to elect to operate under the transportation network provider model on a trial basis.

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

SECTION 1. That the recitals set forth above are hereby adopted and made a part of this Ordinance as if specifically stated herein.

SECTION 2. That Bloomington City Code Chapter 40, Article II, is hereby amended by amending Section 201 as follows:

Section 201: Certificate Required.

Except as provided in Section 213 of this Article, no person shall operate or permit a taxicab owned or controlled by him to be operated as a vehicle for hire upon the streets of the City of Bloomington or such other areas to which this Chapter applies pursuant to an intergovernmental cooperation agreement without having first obtained a certificate of public convenience from the City Manager.

SECTION 3. That Bloomington City Code Chapter 40, Article II, is hereby amended by adding Section 213 as follows:

Section 213: Election to be Licensed Via Article XII

(a) In lieu of the certification and licensure requirements set forth in Articles II and IV of this Chapter, a taxicab company may elect to become licensed under the provisions of Article XII. Upon such election, including payment of the fees set forth in Section 1204, the taxicab company shall be required to complete and meet all the provisions of Article XII pertaining to TNCs. Any such licensure under Article XII shall be subject to the fine and penalty provisions, including revocation, set forth in that Article.

(b) Taxicab companies licensed pursuant to the provisions of Article XII shall conduct background checks as provided in that Article of all drivers operating taxis for the company and shall provide a list of drivers that have passed said background checks to the City. The City shall thereafter issue a permit for each driver meeting the standards for drivers provided in said Article. No company licensed to operate under Article XII shall permit or allow a person to drive a taxicab who has failed to meet the requirements for drivers specified in said Article. The drivers of any and all taxicabs post a driver's identification card in such a place within the taxicab as to be in full view of all passengers while such driver is operating the taxicab.

(c) Taxicab companies and drivers licensed pursuant to the provisions of Article XII shall comply with the vehicle requirements specified in Section 1214 and shall not be governed by the vehicle requirements of Section 501. Taxicab companies and drivers licensed to operate under Article XII shall be subject to all other provisions of Articles V, VI, VII and VIII of this Chapter.

(d) This Section shall sunset, be repealed and no longer effective as of June 1, 2016.

SECTION 4. That Bloomington City Code Chapter 40, Article IV, is hereby amended by adding Section 410 as follows:

Section 410: Application of Articles to Taxicab Companies Operating Pursuant to Article XII; Sunset Provision.

Except for Section 408, the provisions of Articles II and IV shall not apply to a taxicab company that has elected to be licensed pursuant to the provisions of Article XII. This Section shall sunset, be repealed and no longer effective as of June 1, 2016.

SECTION 5. Except as provided herein, the Bloomington City Code, as amended, shall remain in full force and effect.

SECTION 6. 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 7. The City Clerk shall be, and she is hereby directed and authorized, to publish this Ordinance in pamphlet form as provided by law.

SECTION 8. This Ordinance shall take effect 10 days from the date of publication by the Clerk.

PASSED AND ADOPTED this ____ day of _____, 2015.

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST:

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



REGULAR AGENDA ITEM: 8C

FOR COUNCIL: May 26, 2015

SUBJECT: A Resolution in Support of "TIGER 2015" Discretionary Grant from the U.S. Department of Transportation (US DOT) for the Hamilton Road – Bunn to Commerce Connection whereby the City is requesting \$11.6 million in federal funding.

RECOMMENDATION/MOTION: That the Resolution in Support of the “Tiger 2015” Discretionary Grant from the U.S. Department of Transportation (US DOT) for Hamilton Road – Bunn to Commerce and authorize staff to proceed with a grant application to the US DOT which supports the project and obligates the City to authorize the local matching funds (up to \$2,900,000)) be approved.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services; Goal 2. Upgrade City infrastructure and facilities; and Goal 4. Strong neighborhoods.

STRATEGIC PLAN SIGNIFICANCE:

Objective 1d. City services delivered in a cost-effective manner; 1e. Partnering with others for the most cost-effective service delivery; 2a. Better quality roads and sidewalks; and 4d. Improved neighborhood infrastructure.

BACKGROUND:

Bloomington hopes to obtain a grant to assist in funding a Hamilton Road extension under a federal program called TIGER (Transportation Investment Generating Economic Recovery.

The City could qualify for up to \$11.6 million (80%). If the maximum is awarded, the local match would be \$2.9 million (20%). The City's local match could be covered with unrestricted capital funds, motor fuel tax funds or borrowed funds. Grant expenditures will happen over a three (3) year period. Design and acquisition activities would commence upon award. Construction could begin in 2017. The final application deadline is June 5, 2015. The City also applied last year.

The grant is highly competitive. Through conference calls with an official from the United States Department of Transportation, the City has learned that Bloomington’s application was rated as “recommended” last year but that only “highly recommended” applications were forwarded for final consideration. Many of those highly recommended requests also were denied.

The Hamilton Road (Bunn Street to Commerce Parkway) project has been discussed and planned over the past fifteen (15) years. The budget for this project is approximately \$14,500,000 for an at-grade crossing. Currently, there is not approval with the Illinois Commerce Commission for

an at-grade crossing. The City has budgeted \$900,000 for a Phase I design study, using state Motor Fuel Tax, for the current fiscal year.

The completed project would:

- Provide an essential east-west arterial for 7.2 miles from Fox Creek Subdivision to 0.5 miles east of Hershey Road.
- Construct approximately 3,000' of new four-lane arterial road between Bunn Street and Commerce.
- Relocate existing Norfolk Southern Railway (NSRR) sidings.
- Close the dangerous intersection of Rhodes Lane and US 150 (Morrissey Drive).
- Construct a new at-grade crossing with NSRR. The City has completed concept plans. The concept plans will need to be updated to current standards and guidelines for projects being constructed with federal funds.

A major unresolved issue is the question of crossing the Norfolk and Southern Railroad. An at-grade crossing would be the most economical and is preferred by the City, but a bridge may be required. Negotiations have been arduous and the lack of resolution at this point may hurt the City's chances of obtaining the TIGER grant. This project is an integral part of the City's infill growth strategy and Comprehensive Plan. If completed, the Hamilton Road extension will:

- More efficiently move commuters, students, and goods.
- Improve safety by removing an intersection near an at-grade railroad crossing.
- Reduce traffic on substandard or over capacity roadways.
- Provide economic opportunities for development west of the Norfolk Southern Railroad.
- Promote multi-modal transportation from residential and recreational areas to employment centers.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Hamilton Road (Bunn Street to Commerce Parkway) project has been discussed with stakeholders for the past fifteen (15) years. There is general support for this project and an understanding by the stakeholders that the project will provide a needed east-west arterial street connection in the southern portion of the City.

FINANCIAL IMPACT: The City obligation would be \$2,900,000 in local matching funds if the project were to be awarded at the maximum amount. The City's local match could be covered with unrestricted capital funds, motor fuel tax funds or borrowed funds. If the City is awarded the grant, there would be another council memo brought forward at that time to determine the source of funding.

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Public Works Administration

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

Reviewed by: Steve Rasmussen, Assistant City Manager

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

Legal review by: Jeff Jurgens, Corporation Counsel

Recommended by:



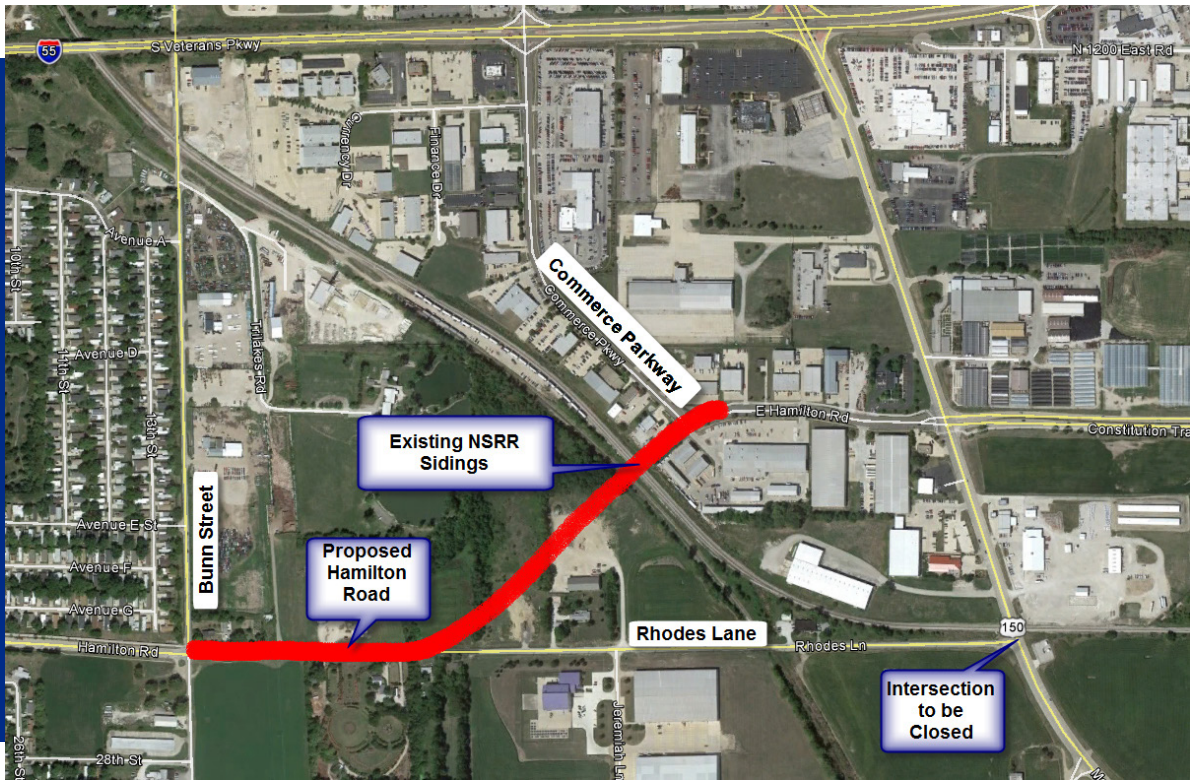
David A. Hales
City Manager

Attachments: Attachment 1. Project Summary & Map
Attachment 2. Resolution Supporting Project

Motion: That Council approve the Resolution in Support of the “Tiger 2015” Discretionary Grant from the U.S. Department of Transportation (US DOT) for Hamilton Road – Bunn to Commerce and authorize staff to proceed with a grant application to the US DOT which supports the project and obligates the City to authorize the local matching funds (up to \$2,900,000).

Motion: _____ Seconded by: _____

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



Hamilton Road – Bunn Street to Commerce Parkway

- ▶ **Project purpose:** Improve east-west access for traffic and provide economic development opportunities in the southeast portion of Bloomington, Illinois.
- ▶ **Project description:** The proposed, four-lane improvement will connect Hamilton Road from Bunn Street to Commerce Parkway. This includes an at-grade crossing with the NS track and the relocation of an NS siding and storage facility, both of which have been intermittently discussed with NS over the last 15 years. This project also will close the dangerous intersection of Morrissey Drive (U.S. 150) and Rhodes Lane near the Morrissey at-grade crossing.
- ▶ **Project benefits:** This 3,000-foot improvement will create a 7.2-mile, continuous east-west roadway from west of Veterans Parkway (I-55 Business) and the Fox Creek subdivision to Hershey Road and State Farm’s south campus. The project will:
 - reduce travel time for State Farm employees who live south and west of the NS track;
 - relieve traffic volumes on over-capacity and substandard roadways;
 - likely serve over 15,000 vehicles per day upon completion;
 - improve safety by closing the intersection of Rhodes and Morrissey;
 - provide a safer connection to the State Farm’s Research, Flex I and Flex II facilities off Rhodes Lane;
 - provide a more direct and safer route for students from the Fox Creek area to the new junior high school on Morrissey; and
 - provide direct multi-modal access to State Farm facilities via Constitution Trail.
- ▶ **Project need:** The city of Bloomington is seeking support for a TIGER 6 Grant in the amount of \$11.6 million, or assistance to secure other federal funds, to make this strategic project a reality.

RESOLUTION NO. 2015 - _____

A RESOLUTION IN SUPPORT OF TIGER 2015 DISCRETIONARY GRANT FROM THE U.S. DEPARTMENT OF TRANSPORTATION FOR THE HAMILTON ROAD – BUNN TO COMMERCE CONNECTION

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,

WHEREAS, on April 3, 2015, the U.S. DOT released a “Notice of Funding Availability” for its latest round of surface transportation discretionary grant funding, called “TIGER 2015 or TIGER 7”; and,

WHEREAS, the TIGER program has a minimum request threshold of \$10 million and is only available for projects that can begin construction quickly upon receipt of a grant; and,

WHEREAS, in reviewing potential City projects that meet the eligibility requirement, the corporate authorities of the City believe the connection of Hamilton Road meets the requirements and would be a way to help finance a project of such magnitude; and,

WHEREAS, the TIGER 2015 pays up to 80% of the total project cost with the remaining 20% coming from non-federal sources and the estimated cost for the Hamilton Road Connection Project is \$14,500,000; and,

WHEREAS, the City could qualify for up to \$11.6 million (80%) if the maximum is awarded; and,

WHEREAS, the City has already committed local funds for right of way acquisition and planning and design services and believes the local match would be approximately \$2,900,000 which could be covered with unrestricted capital funds, motor fuel tax funds or borrowed funds; and,

WHEREAS, it is believed the Hamilton Road Connection Project would more efficiently move commuters, students and goods, improve safety by removing an intersection near an at-grade railroad crossing, reduce traffic on substandard or over capacity roadways, provide economic opportunities west of the Norfolk Southern Railroad, and promote multi-modal transportation from residential and recreational areas to employment centers; and,

WHEREAS, the corporate authority of the City of Bloomington desire to pass this Resolution to demonstrate its support for the application of the TIGER 2015 Grant and the Hamilton Road Connection Project,

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

SECTION ONE: That staff is authorized to proceed with the TIGER 2015 Discretionary Grant application for the Hamilton Road Connection Project. The City Council further states its support of the Hamilton Road Connection Project as well as its support and acknowledgment of the local matching requirements of same.

SECTION TWO: That the City Clerk be and she is hereby authorized and directed to attest the signature of the Mayor on said Agreement and retain an original in her office for public inspection.

ADOPTED this ____day of June, 2015.

APPROVED this ____day of June, 2015.

APPROVED:

Tari Renner
Mayor

ATTEST:

Cherry Lawson
City Clerk



REGULAR AGENDA ITEM: 8D

FOR COUNCIL: May 26, 2015

SUBJECT: Draft review of the Transportation Improvement Plan (TIP) five-year (FY 16 – FY 20) annual plan to collate the improvement programs envisioned by the various local transportation entities: Town of Normal, McLean County, Bloomington, Connect Transit and Central Illinois Regional Airport.

RECOMMENDATION/MOTION: That the Council receive the draft Transportation Improvement Plan report and direct City staff accordingly.

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. Objective 1e. Partnering with others for the most cost-effective service delivery.

BACKGROUND: The Transportation Improvement Plan (TIP) is a five-year plan, updated annually, to collate the improvement programs envisioned by the various local transportation actors – the state, Town of Normal, McLean County, Bloomington, Connect Transit and the Central Illinois Regional Airport. Two oversight committees will approve the FY16-20 version by July 1, the beginning of the state government fiscal year. They are the Transportation Technical Committee which creates the document and relies on technical expertise and, then, the Transportation Policy Committee, whose members stand as proxy representatives for the various governing bodies, including the Bloomington City Council.

Combined documentation: A major function is combining of the various transportation plans into a comprehensive document. The planning group does not initiate projects so much as reflect them. Bloomington projects for the ongoing City fiscal year are ones already outlined by City staff for the Council and approved by the Council.

The FY 15-19 version of the plan is available for viewing and download at www.mcplan.org, the site of the McLean County Regional Planning Commission. The new version, FY 16-20, will be published presently, and a public hearing will precede the plan's adoption. Regional Planning is the official agency overseeing the area planning group, and it is employed by the Transportation Technical Committee and the Transportation Policy Committee to oversee document creation and revision.

Federal dollars: This planning model is necessary for receipt and distribution of most federal transportation dollars. For Bloomington, the federal dollars almost exclusively target major projects. This is for strategic reasons. Federal spending has strict guidelines and documentation requirements. Fewer but bigger projects means less time and expense required for documentation, thereby maximizing the dollars. (A similar strategy is used for state Motor Fuel

Tax money for the same reason.) Other governments follow this strategy. For this reason, federal dollars for streets are bundled and the recipients are rotated. Bloomington is planning to receive no special state or federal money through the TIP this year. It expects to receive \$1.1 million in Illinois Commerce Commission Grade Crossing Protection Funds in FY 2017. The City plans to combine the money with \$5.0 million local share for the Fox Creek Road street reconstruction and railroad bridge project.

Reflects City budget:

The attached spreadsheets show Bloomington’s projects included in the draft of the FY16-20 TIP. The FY2016 projects are those already in the City of Bloomington’s newly approved budget.

Acronym guide for “Funding Detail” in spreadsheets

BCIF	Bloomington Capital Improvement Fund from General Fund revenue.
BMFT	State Motor Fuel Tax received by Bloomington.
ICC GCPF	Illinois Commerce Commission Grade Crossing Protection Fund (federal money for high speed rail crossing).
LMFT	Bloomington’s Local Motor Fuel Tax.
SF	Sewer Fund.
SWF	Storm Water Fund.
WF	Water Fund.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Multi-agency planning groups described above.

FINANCIAL IMPACT: The FY 2016 Transportation Improvement Plan projects are all included in the FY 2016 Adopted Budget. The projects will be funded by State Motor Fuel Tax and Local Motor Fuel Tax revenues.

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Public Works Administration

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

Reviewed by: Steve Rasmussen, Assistant City Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1 - .Power Point
Attachment 2 - Road Projects for FY 16-20

Motion: That the Council receive the draft Transportation Improvement Plan report and direct City staff accordingly.

Motion: _____ Seconded by: _____

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

TIP

Transportation Improvement Plan

Prepared by: McLean County Regional Planning Commission

In cooperation with:

Federal Highway Administration

Federal Transit Administration

Illinois Department of Transportation

Connect Transit

Bloomington-Normal Airport Authority

City of Bloomington

Town of Normal

County of McLean



IDOT

CIRA

CITY OF BLOOMINGTON

FTA

CT

FHWA

TOWN OF NORMAL

MCRPC

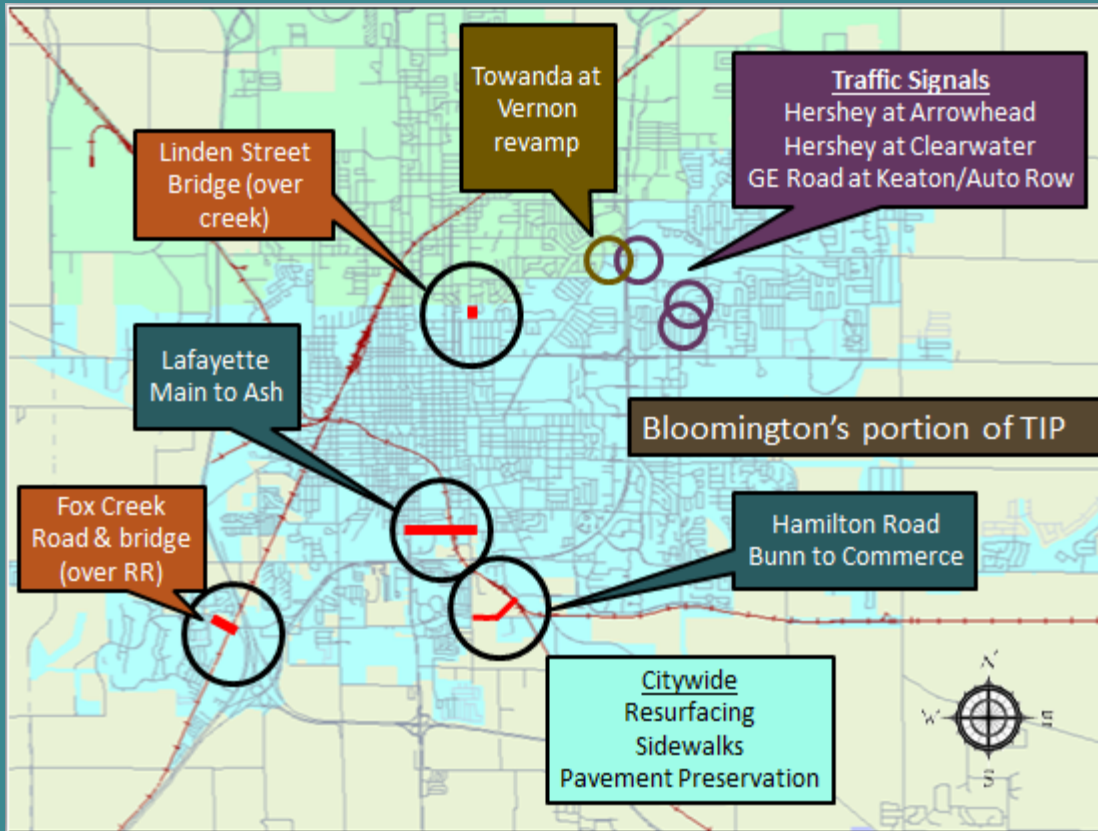
McLEAN COUNTY

The Long Version:

Full overview of
transportation
plans involving
all these entities

www.mcplan.org

5-year outlook
Updated annually
100-plus pages



Short Version:
 3 Streets
 2 Bridges
 4 Intersections
 & citywide work

Linden Street
Bridge (over
creek)

Towanda at
Vernon
revamp

Traffic Signals
Hershey at Arrowhead
Hershey at Clearwater
GE Road at Keaton/Auto Row

Lafayette
Main to Ash

Bloomington's portion of TIP

Fox Creek
Road & bridge
(over RR)

Hamilton Road
Bunn to Commerce

Citywide, various
locations
Resurfacing
Sidewalks
Pavement Preservation



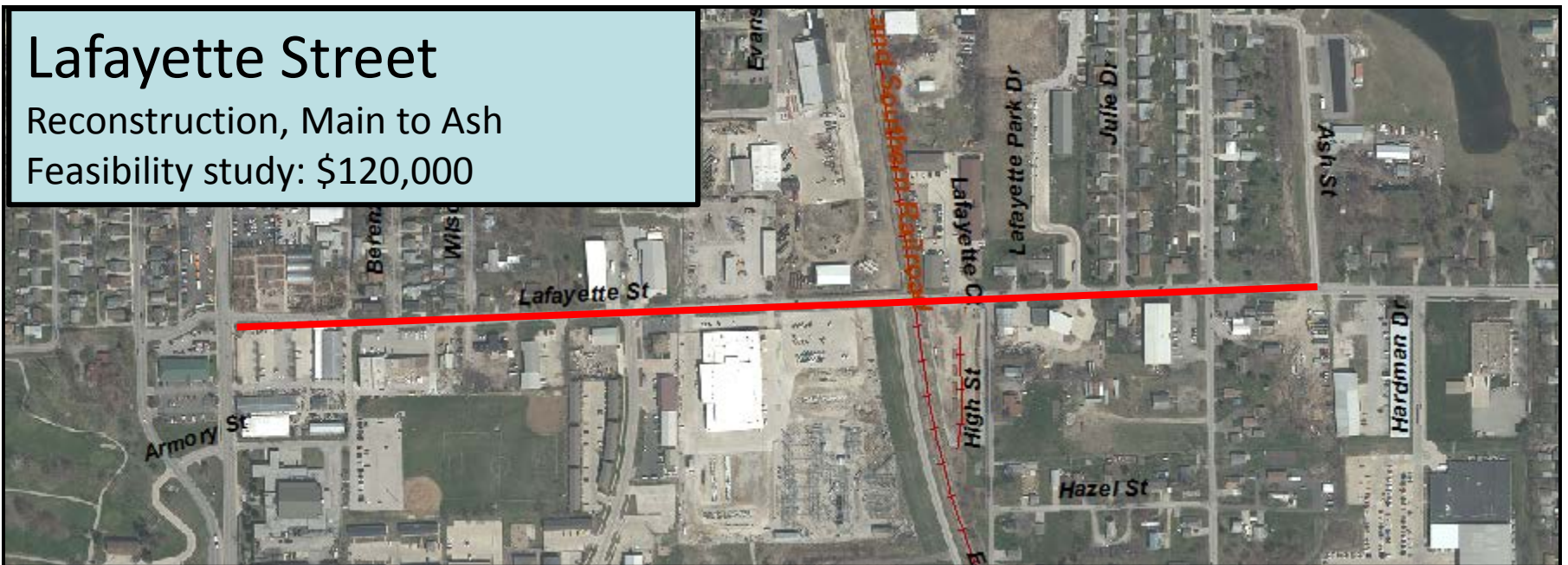
Hamilton Road

Bunn-Commerce extension
FY16: \$900,000 Phase I
site design study



Lafayette Street

Reconstruction, Main to Ash
Feasibility study: \$120,000



Fox Creek Road

- ✓ 2-lane replaced with 4-lane bridge
- ✓ Road reconstruction Fox Creek Road from Danbury Drive to Beich Road
- ✓ Pedestrian and bicycle sidepath

Danbury Drive

Fox Creek Road

Union Pacific Railroad (Amtrak / High Speed Rail)

Beich Road

FY 2016

Land Acquisition
\$190,000 ROW,
State Motor Fuel Tax

FY 2018

Construction
\$3.6M State MFT money
\$2.1M federal money

Linden Street Bridge

Over Sugar Creek

Deck reconstruction

\$1 M from state MFT



Vernon Avenue/GE Road corridor

GE Road at Keaton/Auto Row
Signalize & northbound turn lane
\$540,000 state MFT

Towanda Avenue

Vernon Ave

Vernon Ave

Veterans Pkwy

GE Road

Keaton Place

Towanda Ave at Vernon Ave
Add northbound turn lane
Part of overall upgrade w/Normal.
COB share: \$450,000 state MFT

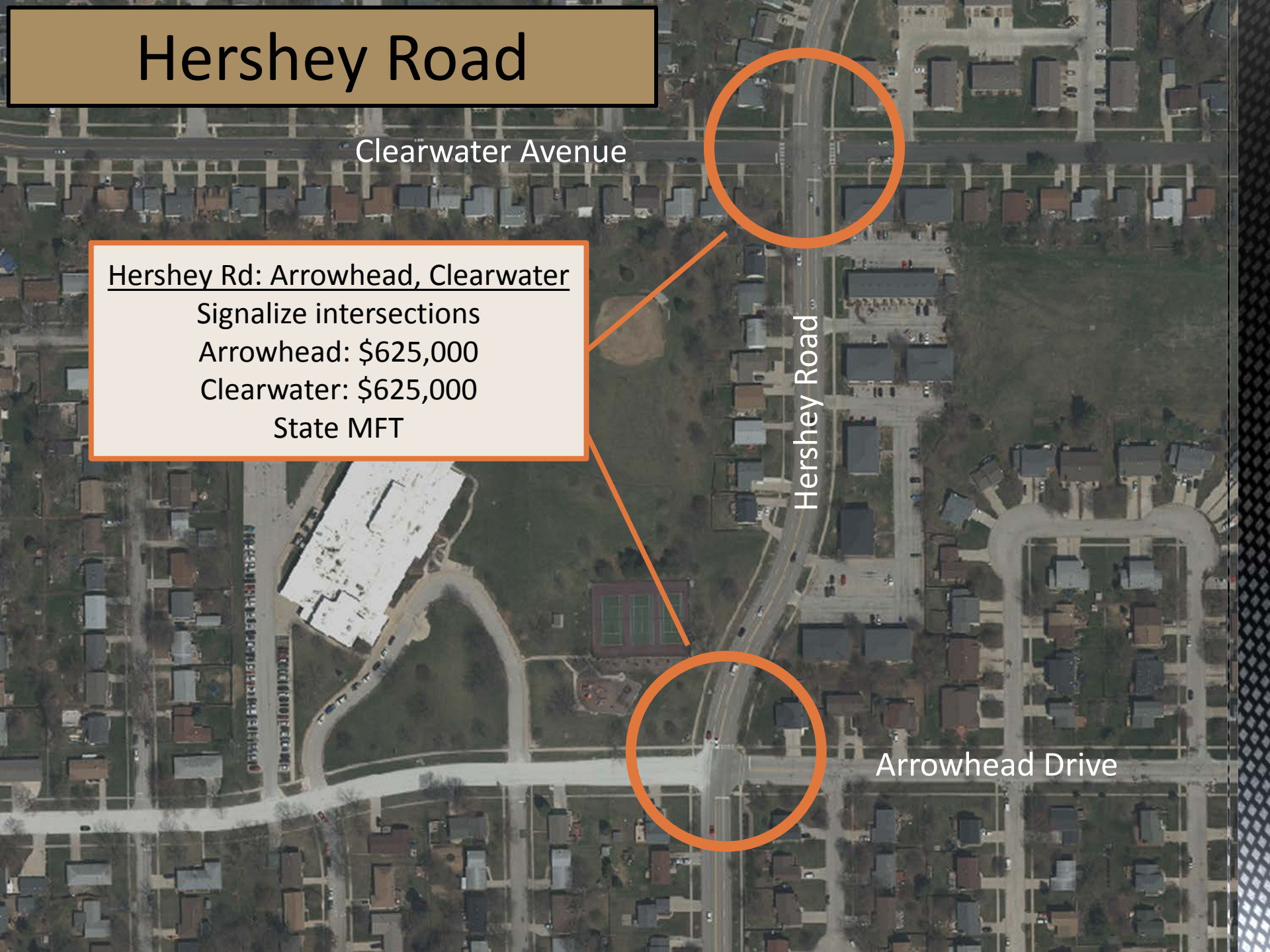
Hershey Road

Clearwater Avenue

Hershey Rd: Arrowhead, Clearwater
Signalize intersections
Arrowhead: \$625,000
Clearwater: \$625,000
State MFT

Hershey Road

Arrowhead Drive



Citywide,
various locations

Resurfacing

Sidewalks

Pavement Preservation

*Please see next
Presentation*



Project No.	Section	Jurisdiction	Project Location	Termini		Description	Phase	Total Project Cost	Funding Source			Funding Detail
				Beginning (or cross street)	End				Local	State	Federal	
City of Bloomington												
2016												
B-03-09	50-01-42063-94-01	B	Hamilton Road	Bunn Street	Commerce Drive	Street Improvements Phase I Design	E	\$900,000	\$900,000	\$0	\$0	900,000-BMFT
B-12-02	50-11-12535-13-00 06-00337-00-BR	B	Fox Creek Road & Bridge over RR	Danbury Drive	Union Pacific Railroad Bridge	Reconstruct as 4 lane Urban Section	ROW	\$190,000	\$190,000	\$0	\$0	190,000-BMFT
B-14-02	13-00351-00-TL	B	GE Road	Keaton Pl / Auto Row		Traffic signal installation & NB left turn lane	C	\$540,000	\$540,000	\$0	\$0	540,000 - BMFT
B-14-03	13-00351-00-TL	B	Hershey Road	Clearwater Ave		Traffic signal installation	C	\$625,000	\$625,000	\$0	\$0	625,000 - BMFT
B-14-04	13-00351-00-TL	B	Hershey Road	Arrowhead Dr		Traffic signal installation	C	\$625,000	\$625,000	\$0	\$0	625,000 - BMFT
B-15-07		B	Linden Street Bridge	over Sugar Creek		Reconstruct bridge	E, C	\$1,000,000	\$1,000,000	\$0	\$0	1,000,000 - BMFT
B-15-08		J	Towanda Avenue	Vernon Avenue		Traffic Signals Rebuild w/NBR Turn Ln	C	\$450,000	\$450,000	\$0	\$0	450,000 - BMFT
B-16-01	50-13-53002-16-00	B	City wide			Sidewalk and Ramp Improvements	C	\$400,000	\$400,000	\$0	\$0	400,000 LMFT
B-16-00	50-01-53001-16-00	B	City wide			General Resurfacing of Various City Streets	C	\$1,925,000	\$1,925,000	\$0	\$0	1,925,000 - LMFT
B-16-05	50-01-53183-17-00	B	City wide			Pavement Preservation	C	\$75,000	\$75,000	\$0	\$0	75,000 - LMFT
B-16-06		B	Lafayette Street	Main St	Ash St	Feasibility Study to consider reconstruction to urban section	E	\$120,000	\$120,000	\$0	\$0	120,000 - BMFT
B-16-07		B	City wide			Street Lighting - Electricity & Maintenance	E	\$500,000	\$500,000	\$0	\$0	500,000 - BMFT
2017												
B-16-04		J	Towanda Barnes Road	Ireland Grove Road		Intersection Improvements	C	\$400,000	\$400,000	\$0	\$0	400,000 - BMFT
B-17-01	50-13-53002-17-00	B	City wide			Sidewalk and Ramp Improvements	C	\$963,070	\$963,070	\$0	\$0	463,070 - BCIF, 500,000 - LMFT
B-17-00	50-01-53001-17-00	B	City wide			General Resurfacing of Various City Streets	C	\$5,000,000	\$5,000,000	\$0	\$0	3,000,000 - BCIF, 2,000,000 - LMFT
B-17-05	50-01-53183-17-00	B	City wide			Pavement Preservation	C	\$100,000	\$100,000	\$0	\$0	100,000 - LMFT
B-17-06		B	City wide			Street Lighting - Electricity & Maintenance	E	\$500,000	\$500,000	\$0	\$0	500,000 - BMFT
2018												
B-12-02	50-11-12535-13-00 06-00337-00-BR	B	Fox Creek Road & Bridge over RR	Danbury Drive	Union Pacific Railroad Bridge	Reconstruct as 4 lane Urban Section	C	\$5,732,000	\$3,612,800	\$2,119,200	\$0	3,612,800-BMFT, 2,119,200-ICC GCPF
B-16-06		B	Empire Street (IL 9)	Harvest Pointe Blvd		Construct EB Left Turn Lane	E, C	\$475,000	\$475,000	\$0	\$0	475,000 - BMFT
B-18-01	50-13-53002-18-00	B	City wide			Sidewalk and Ramp Improvements	C	\$988,866	\$988,866	\$0	\$0	488,866 - BCIF, 500,000 - LMFT
B-18-00	50-01-53001-18-00	B	City wide			General Resurfacing of Various City Streets	C	\$5,150,000	\$5,150,000	\$0	\$0	3,150,000 - BCIF, 2,000,000 - LMFT
B-18-05	50-01-53183-18-00	B	City wide			Pavement Preservation	C	\$100,000	\$100,000	\$0	\$0	100,000 - LMFT
B-18-06		B	City wide			Street Lighting - Electricity & Maintenance	E	\$500,000	\$500,000	\$0	\$0	500,000 - BMFT

Project No.	Section	Jurisdiction	Project Location	Termini		Description	Phase	Total Project Cost	Funding Source			Funding Detail
				Beginning (or cross street)	End				Local	State	Federal	
2019												
B-15-01	50-02-33073-13-00	J	Hershey Road	Fort Jesse Road		Traffic signal installation	C	\$480,000	\$480,000	\$0	\$0	480,000 - BMFT
B-15-02	50-02-33074-13-00	J	Airport Road	Fort Jesse Road		Traffic signal installation	C	\$505,000	\$505,000	\$0	\$0	505,000 - BMFT
B-15-09		B	Briarwood Subdivision			Infrastructure Rehabilitation	ROW	\$85,000	\$85,000	\$0	\$0	85,000 - BMFT
B-15-10	50-01-32121-04-02	B	Fort Jesse Road	Towanda Barnes Road	Kaisner Drive	Construct 3 lane Urban Section	C	\$1,400,000	\$1,400,000	\$0	\$0	1,400,000 - BMFT
B-19-01	50-13-53002-19-00	B	City wide			Sidewalk and Ramp Improvements	C	\$999,602	\$999,602	\$0	\$0	499,602 - BCIF, 500,000 - LMFT
B-19-00	50-01-53001-19-00	B	City wide			General Resurfacing of Various City Streets	C	\$5,304,500	\$5,304,500	\$0	\$0	3,304,500 - BCIF, 2,000,000 - LMFT
B-19-05	50-01-53183-19-00	B	City wide			Pavement Preservation	C	\$100,000	\$100,000	\$0	\$0	100,000 - LMFT
B-19-06		B	City wide			Street Lighting - Electricity & Maintenance	E	\$500,000	\$500,000	\$0	\$0	500,000 - BMFT
2020												
B-15-03		J	Jersey Avenue Bridge	over Sugar Creek		Reconstruct bridge	C	\$900,000	\$900,000	\$0	\$0	900,000 - BMFT
B-15-09		B	Briarwood Subdivision			Infrastructure Rehabilitation	C	\$1,790,000	\$1,790,000	\$0	\$0	950,000 - BMFT, 260,000 - WDF, 225,000 - SDF, 355,000 SWMF
B-20-01	50-13-53002-19-00	B	City wide			Sidewalk and Ramp Improvements	C	\$994,250	\$994,250	\$0	\$0	494,250 - BCIF, 500,000 - LMFT
B-20-00	50-01-53001-19-00	B	City wide			General Resurfacing of Various City Streets	C	\$5,463,635	\$5,463,635	\$0	\$0	3,463,635 - BCIF, 2,000,000 - LMFT
B-20-05	50-01-53183-19-00	B	City wide			Pavement Preservation	C	\$100,000	\$100,000	\$0	\$0	100,000 - LMFT
B-20-06		B	City wide			Street Lighting - Electricity & Maintenance	E	\$500,000	\$500,000	\$0	\$0	500,000 - BMFT



REGULAR AGENDA ITEM: 8E

FOR COUNCIL: May 26, 2015

SUBJECT: Consideration of approval of an Intergovernmental Agreement between Illinois State Department of Transportation (IDOT) for a 10-year period to maintain streets within City limits that are controlled by IDOT. First year payment to the City will be \$95,174.57 and payment adjustments will occur annually based on a standardized formula outlined in the agreement.

RECOMMENDATION/MOTION: That the Intergovernmental Agreement between Illinois State Department of Transportation and the City in the amount of \$95,174.57 in Year One and with the amount adjusted annually as stipulated for a 10-year period to maintain streets within City limits that are controlled by IDOT be approved and authorize Mayor and City Clerk to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: The City maintains most streets that are controlled by the IDOT but are located within city limits. This maintenance consists primarily of street patching and response to snow/ice events. IDOT reimburses the City for these services.

While IDOT undertakes major construction involving these streets, all of which are designated as state and/or federal roadways, the City incurs expense in patching them.

The current agreement with IDOT is a 10-year agreement in which the payment was updated for July 1, 2014, to June 3, 2015. For the state's FY 2015, the City receives \$92,597.93. IDOT has proposed another 10-year agreement. (It allows the City or the State to opt out after giving 90-days written notice.) The first year's payment would be \$95,174.57, representing a 2.71 percent increase. This is based on a formula. It is not negotiable. The City's options are to (1) accept it or to (2) cede maintenance duties back to IDOT.

Should the City reject the agreement, it is very likely that Bloomington will not later be able to opt back into it. This is explained in the attached correspondence from Amy J. Eller, P.E., Acting Engineer of Operations Bureau of Operations Illinois Department of Transportation.

Two (2) issues arise.

- A. Cost. It would be exceedingly difficult to calculate the actual cost of City maintenance of these streets. Job costing would have to include every patch and pothole fill and a

calculation of cost of snow/ice response – every plow run through these streets. The City believes it spends substantially more than \$92,597.93 in a year.

- B. Level of service. During snow/ice events, IDOT concentrates its first efforts on highways, interstates and ramps. City-plowed arterials get noticeably more prompt and more frequent attention than Veterans Parkway, especially during prolonged snowfall. If the City relinquishes maintenance to IDOT for in-city roads, staff assumes response time and quality of snow/ice removal would drop. The streets involved include all or parts of Main, Center, and the Madison-East couplet around Downtown, Locust, Empire, Clinton Street, Hinshaw, Oakland and Hannah. During prolonged winter storms, safety would be reduced, commerce will be slowed and public disappointment will be vocal.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable

FINANCIAL IMPACT: The City will receive \$95,174.57 for the time period of 7/1/15 – 6/30/16 that is budgeted in the Street & Sewer Maintenance Revenue account (10016120-54010). The Finance Department is in the process of reviewing actuals costs of providing this service. Stakeholders can locate this revenue in the budget book titled ‘Budget Overview and General Fund’ on page 292.

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Public Works Administration

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

Reviewed by: Steve Rasmussen, Assistant City Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. IDOT Route Maintenance Agreement2015
Attachment 2. IDOT 2014-15 Extension
Attachment 3: IDOT 2005 agreement
Attachment 4: Correspondence from Amy J. Eller, P.E. Acting Engineer of Operations Bureau of Operations Illinois Department of Transportation
Attachment 5: IDOT Maintenance Map

Motion: That the Intergovernmental Agreement between Illinois State Department of Transportation and the City in the amount of \$95,174.57 in Year One and with the amount adjusted annually as stipulated for a 10-year period to maintain streets within City limits that are controlled by IDOT be approved and authorize Mayor and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

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



Illinois Department of Transportation

Division of Highways / Region 3 / District 5
13473 IL Highway 133 / P.O. Box 610 / Paris, Illinois 61944
Phone 217/465-4181

May 6, 2015

Mr. Jim Karch
Director of Public Services
City of Bloomington
401 South East Street
Bloomington, Illinois 61701

Dear Mr. Karch:

The Illinois Department of Transportation on behalf of the State of Illinois intends to enter into an Intergovernmental Agreement ("Agreement") for Maintenance of Municipal Streets with your municipality. The scope of work, including the roadways covered in this Agreement is listed in Part 5. This will replace our previous ten-year agreement which will expire on June 30, 2015.

Part 5 includes a clause to allow modifications to the location listing as appropriate and as mutually agreed to by both parties. Please indicate on the blank the name of the representative from the Governmental Body who is authorized to approve these modifications.

Updated Computation Sheets for the period of July 1, 2015 to June 30, 2016 are included with the contract. The adjustment factor used to determine the rates is based on the 2.71% increase published by the Engineering News Record. The annual payment for your city will be \$95,174.57.

Please review and sign the attached two (2) copies of this Agreement, and return both copies to this office. In order to execute the contract by July 1, 2015, please return the signed agreements no later than **May 29, 2015**. One original of the fully executed agreement will be returned to you for your files.

If you have any questions, please contact our Engineer of Operations, Mr. David Speicher, at phone number 217-466-7234.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kensil A. Garnett'.

Kensil A. Garnett, P.E.
Deputy Director of Highways,
Region Three Engineer

DAS:jv
Encl.



Governmental Body Name City of Bloomington			
Address 109 East Olive, P.O. Box 3157			
City, State, Zip Bloomington, Illinois 61761			
Remittance Address (if different from above)			
City, State, Zip			
Telephone Number 309/434-2210	Fax Number 309/434-2802	FEIN/TIN 30-0000840	DUNS NA
Brief Description of Service (full description specified in Part 5) Routine maintenance of State routes.			
Compensation Method (full details specified in Part 6) Lump Sum			Agreement Term From: July 01, 2015
Total Compensation Amount \$1,093,400 Estimate		Advance Pay <input type="checkbox"/> Yes <input type="checkbox"/> No	To: June 30, 2025

REQUIRED SIGNATURES

By signing below, the GOVERNMENTAL BODY and the DEPARTMENT agree to comply with and abide by all provisions set forth in Parts 1-8 herein and any Appendices thereto.

FOR THE GOVERNMENTAL BODY:

(Name and Title of Authorized Representative) (Signature of Authorized Representative) Date

FOR THE DEPARTMENT:

Aaron A. Weatherholt, Deputy Director, Division of Highways _____ Date
William M. Barnes, Chief Counsel (Approved as to form) _____ Date

By::

Omer M. Osman, P.E., Director, Division of Highways & Chief Engineer _____ Date
Date: _____ Jim J. Ofcarcik, Interim Chief Financial Officer _____ Date

By:

By: _____ Randall S. Blankenhorn, Acting Secretary of Transportation _____ Date

By:

Print Name

Print Title

INTERGOVERNMENTAL AGREEMENT
FOR
ROUTINE MAINTENANCE OF STATE ROUTES

This Agreement is by and between

City of Bloomington

Please type or print legibly the GOVERNMENTAL BODY'S legal name and address

109 East Olive, P.O. Box 3157

Bloomington, IL 61761

Attn: Terri Renner

E-mail: admin@cityblm.org

hereinafter called the GOVERNMENTAL BODY, and the State of Illinois, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT.

Part 1	Scope/Compensation/Term
Part 2	General Provisions
Part 3	Federally Funded Agreements
Part 4	Specific Provisions
Part 5	Scope of Services/Responsibilities
Part 6	Compensation for Services
Part 7	Certification Regarding Lobbying
Part 8	Agreement Award Notification

PART 1
SCOPE / COMPENSATION / TERM

- A. **Scope of Services and Responsibilities.** The DEPARTMENT and the GOVERNMENTAL BODY agree as specified in Part 5.
- B. **Compensation.** Compensation (if any) shall be as specified in Part 6.
- C. **Term of Agreement.** The term of this Agreement shall be from **July 01, 2015** to **June 30, 2025**.
- D. **Amendments.** All changes to this Agreement must be mutually agreed upon by the DEPARTMENT and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.
- E. **Renewal.** This Agreement may not be renewed.

PART 2
GENERAL PROVISIONS

A. Changes. If any circumstance or condition in this Agreement changes, the GOVERNMENTAL BODY must notify the DEPARTMENT in writing within seven days.

B. Compliance/Governing Law. The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.

C. Availability of Appropriation. This Agreement is contingent upon and subject to the availability of funds. The Department, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason, (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease.

D. Records Inspection. The DEPARTMENT or a designated representative shall have access to the GOVERNMENTAL BODY's work and applicable records whenever it is in preparation or progress, and the GOVERNMENTAL BODY shall provide for such access and inspection.

E. Records Preservation. The GOVERNMENTAL BODY, shall maintain for a minimum of **three years** after the completion of the Agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement.

F. Cost Category Transfer Request. For all transfers between or among appropriated and allocated cost categories, DEPARTMENT approval is required. To secure approval, the GOVERNMENTAL BODY must submit a written request to the DEPARTMENT detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rational for the transfer.

G. Subcontracting/Procurement Procedures/Employment of Department Personnel

1. Subcontracting. Subcontracting, assignment or transfer of all or part of the interests of the GOVERNMENTAL BODY concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the DEPARTMENT.

2. Procurement of Goods or Services – Federal Funds. For purchases of products or services with any Federal funds that cost more than \$3,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C 403(11), (currently set at \$100,000.00) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Federal funds for \$100,000 or more will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used, provided that the procurement procedures conform to the provisions in Part 3(K) below. The GOVERNMENTAL BODY may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) after solicitation of a number of sources, competition is determined inadequate.

3. Procurement of Goods or Services – State Funds. For purchases of products or services with any State of Illinois funds that cost more than \$20,000.00, (\$10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at \$50,000.00 and \$20,000.00 for professional and artistic services) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any State of Illinois funds for \$50,000.00 or more for goods and services and \$20,000.00 or more for professional and artistic services) will require the GOVERNMENTAL

BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used. The GOVERNMENTAL BODY may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) after solicitation of a number of sources, competition is determined inadequate.

The GOVERNMENTAL BODY shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

4. EMPLOYMENT OF DEPARTMENT PERSONNEL. The GOVERNMENTAL BODY will not employ any person or persons that are employed by the DEPARTMENT for any work required by the terms of this Agreement while they are still employed by the DEPARTMENT.

PART 3 FEDERALLY FUNDED AGREEMENTS

[Not applicable to this Agreement.]

PART 4 SPECIFIC PROVISIONS

A. Invoices. Invoices submitted by the GOVERNMENTAL BODY will be based on the approved annual lump sum amount for completion of Part 5, Scope of Services and as described in Part 6, Compensation for Services. Furthermore, if any of the deliverables in Part 5 are not satisfactorily completed as determined by the DEPARTMENT, the DEPARTMENT will advise the municipality of the deficiencies to be corrected before invoicing will be authorized.

Any invoices/bills issued by the GOVERNMENTAL BODY to the DEPARTMENT pursuant to this Agreement shall be sent to the following address:

Illinois Department of Transportation
District 5, Bureau of Operations
Attn.: David Speicher
13743 IL Hwy. 133, P.O. Box 610
Paris, IL 61944

All invoices shall be signed by an authorized representative of the GOVERNMENTAL BODY.

B. Billing and Payment. All invoices for services performed and expenses incurred by the GOVERNMENTAL BODY prior to July 1st of each year must be presented to the DEPARTMENT no later than July 31st of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to the GOVERNMENTAL BODY on invoices presented after said date. Failure by the GOVERNMENTAL BODY to present such invoices prior to said date may require the GOVERNMENTAL BODY to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARTMENT will direct all payments to the GOVERNMENTAL BODY's remittance address listed in this Agreement.

C. Termination. If the DEPARTMENT is dissatisfied with the GOVERNMENTAL BODY'S performance or believes that there has been a substantial decrease in the GOVERNMENTAL BODY'S performance, the DEPARTMENT may give written notice that remedial action shall be taken by the GOVERNMENTAL BODY within seven (7) calendar days. If such action is not taken within the time afforded, the DEPARTMENT may terminate the Agreement by giving seven (7) days written notice to the GOVERNMENTAL BODY. Additionally, the DEPARTMENT or the GOVERNMENTAL BODY may terminate the Agreement by giving the other party ninety (90) days written notice.

D. Location of Service. Service to be performed by the GOVERNMENTAL BODY shall be performed as described in Part 5.

E. Ownership of Documents/Title to Work. [Not Applicable To This Agreement]

F. Software. [Not Applicable To This Agreement]

G. Confidentiality Clause. Any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by the DEPARTMENT. All information secured by the GOVERNMENTAL BODY from the DEPARTMENT in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by the DEPARTMENT.

H. Reporting/Consultation. The GOVERNMENTAL BODY shall consult with and keep the DEPARTMENT fully informed as to the progress of all matters covered by this Agreement.

I. Travel Expenses. Expenses for travel, lodging, or per diem is NOT allowed pursuant to this Agreement.

J. Indemnification. Unless prohibited by State law, the GOVERNMENTAL BODY agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on any alleged injury or damage of any type arising from the actions or inactions of the GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY'S employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.

GOVERNMENTAL BODY shall defend, indemnify and hold the DEPARTMENT harmless against a third-party action, suit or proceeding ("Claim") against the DEPARTMENT to the extent such Claim is based upon an allegation that a Product, as of its delivery date under this Agreement, infringes a valid United States patent or copyright or misappropriates a third party's trade secret.

K. Equal Employment Opportunities, Affirmative Action, Sexual Harassment. The GOVERNMENTAL BODY will comply with the Illinois Human Rights Act with respect to public contracts, including equal employment opportunity, refraining from unlawful discrimination and having a written sexual harassment policy.

L. Tax Identification Number.

GOVERNMENTAL BODY certifies that:

1. The number shown on this form is a correct taxpayer identification number (or it is waiting for a number to be issued.), **and**
2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the GOVERNMENTAL BODY that it is no longer subject to backup withholding, **and**
3. It is a U.S. entity (including a U.S. resident alien).

NAME OF GOVERNMENTAL BODY: City of Bloomington

Taxpayer Identification Number: 30-0000840

Legal Status (check one):

Tax-exempt

Government

Nonresident Alien

Other _____

M. International Boycott. The GOVERNMENTAL BODY certifies that neither GOVERNMENTAL BODY nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).

N. Forced Labor. The GOVERNMENTAL BODY certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the DEPARTMENT under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

PART 5 SCOPE OF SERVICE/RESPONSIBILITIES

- A. The GOVERNMENTAL BODY agrees to operate and maintain specific portions of the State Highway system that are currently under the DEPARTMENTS jurisdiction, specifically the portions of that system located within the GOVERNMENTAL BODY's boundary as shown in Attachment A:
or
The GOVERNMENTAL BODY agrees to operate and maintain specific portions of the State Highway system that are currently under the DEPARTMENTS jurisdiction, specifically the portions of that system located within the GOVERNMENTAL BODY's boundary including the following:

MUST TYPE SPECIFIC ROUTE INFO HERE IF USING THIS OPTION.

This maintenance location listing may be modified as appropriate and mutually agreed to by both parties. Such modification shall be reduced to writing and must be approved by the Regional Engineer or his or her designee on behalf of IDOT and by _____ on behalf of the Governmental Body. It is understood these modifications may result in a modification to the total payments under this agreement. However, the parties hereby agree that a formal amendment to the agreement is not necessary to modify the locations nor is a formal amendment necessary to modify a change in cost associated with the change in locations provided the change in amount of total payments is less than 10%.

- B. Maintenance Requirements. The GOVERNMENTAL BODY's maintenance responsibilities include, but are not limited to the following routine services, as necessary:
- routine surface and pothole repairs
 - temporary full depth patching;
 - removing expansion bumps on bituminous surfaces;
 - sealing cracks and joints;
 - cleaning;
 - picking up litter;
 - controlling snow and ice; and
 - all other routine operational services.

Note: Median maintenance, when applicable, includes the following:

- sweeping;
- picking up litter;
- mowing; and
- repairing surface.

- C. Responsibilities. The GOVERNMENTAL BODY agrees to the following:
- must obtain written approval from the DEPARTMENT before cutting or opening the curb or the pavement of any highway, which is covered in this AGREEMENT;

- must undertake all measures, including notifying the DEPARTMENT of the need for legal action, to require utility owners or permit holders to adjust, maintain, repair, and restore all pavement cuts, curb openings, utility frames, municipal frames, grates, and covers that are disturbed by settlement, construction, or repair;
- must notify the DEPARTMENT of the need to inform utility owners or permit holders to pay all costs of adjustment, maintenance, repair and restoration;
- must ensure that the work adheres to all applicable laws, rules and regulations, as well as the DEPARTMENT's standards (the most recent edition of Standard Specifications for Road and Bridge Construction, and subsequent updates); and
- must request and obtain written approval from the DEPARTMENT's Regional Engineer or his designee before doing any extra work not specifically identified in this AGREEMENT.

**PART 6
COMPENSATION FOR SERVICES**

A. Funding: State Funds (Appropriation Code: 011-49405-4472-0020) \$1,093,400 Estimate 100% Share

B. Terms and Conditions:

1. GOVERNMENTAL BODY agrees that total payment for each fiscal year from 2016 through 2025 must not exceed the previous year's total payment **plus** cost adjustment. [Cost adjustment means the previous year's total payment x % change of the Construction Cost Index, which is published in the Engineering News Record (January edition for each year)]. Payment for the cost of approved extra work will be added to the total funding as provided in Part 5, last paragraph;
2. The DEPARTMENT will calculate the compensation for services according to the DEPARTMENT's Bureau of Operations Maintenance Policy Manual, Section 11-800.2.4 Rate of Compensation; and Section 11-800.2.5 Empirical Formula – Municipal Maintenance of State Highways, and send an annual letter to the GOVERNMENTAL BODY notifying it of the new annual Lump Sum approved amount according to the attached Computation Sheet – Municipal Maintenance (Attachment A) under the conditions stated in Section B.1 above;
3. The GOVERNMENTAL BODY must submit an invoice voucher every 3 months (quarterly), based on the approved annual Lump Sum amount; and
4. The DEPARTMENT will pay the GOVERNMENTAL BODY's quarterly invoice vouchers on or about September 30, December 31, March 31, and June 30 of each fiscal year, subject to the DEPARTMENT's inspection for satisfactory operation and maintenance of covered streets.

**PART 7
CERTIFICATION REGARDING LOBBYING
(49 CFR PART 20)
[NOT APPLICABLE TO THIS AGREEMENT]**

**PART 8
AGREEMENT AWARD NOTIFICATION
REQUIRED FOR ALL PROJECTS**

Does this project receive Federal funds? Yes No

Amount of Federal funds: None

Federal Project Number: NA

Name of Project: State Routes Maintenance Agreement

CFDA Number*, Federal Agency, Program Title: NA

*For CFDA (Catalog of Federal Domestic Assistance) Number, refer to original Federal Award/Grant Agreement.

Part 6 Compensation for Services

LABEL_1	MARKED_RT	ROAD_NAME	From	To	BEG_STA	END_STA	SEG_LENGTH	LNS	LN_SPC_NBR	Total_Lane	MED_TYP	AADT	ADT_per_La	Lane_Miles	Lane_Rate	Factor	Lane Payment	Median Pay	Segment Payment	Cumulative Total
A 18.42	S009	EMPIRE ST	Towanda Ave		0.10	0.19	0.09	2	0	2	0	9300	4650	0.18	582.50	5.91	\$ 619.66	\$ -	\$ 619.66	\$ 619.66
A 18.42	S009	EMPIRE ST			0.19	0.51	0.32	2	0	2	0	9300	4650	0.64	582.50	5.91	\$ 2,203.25	\$ -	\$ 2,203.25	\$ 2,822.91
A 18.42	S009	EMPIRE ST		Linden St	0.51	0.72	0.21	2	0	2	0	9300	4650	0.42	582.50	5.91	\$ 1,445.88	\$ -	\$ 1,445.88	\$ 4,268.79
A 18.42	S009	EMPIRE ST	Linden St		0.72	0.77	0.05	2	0	2	0	8900	4450	0.10	572.49	5.91	\$ 338.34	\$ -	\$ 338.34	\$ 4,607.13
A 18.42	S009	EMPIRE ST		Whites Pl	0.77	0.83	0.06	2	0	2	0	8900	4450	0.12	572.49	5.91	\$ 406.01	\$ -	\$ 406.01	\$ 5,013.14
A 18.42	S009	EMPIRE ST	Whites Pl	Clinton St	0.83	0.88	0.05	2	0	2	0	8900	4450	0.10	572.49	5.91	\$ 338.34	\$ -	\$ 338.34	\$ 5,351.49
A 18.42	U150	EMPIRE ST	Clinton St	McLean St	0.88	1.09	0.21	2	0	2	0	8700	4350	0.42	567.50	5.91	\$ 1,408.65	\$ -	\$ 1,408.65	\$ 6,760.13
A 18.42	U150	EMPIRE ST	McLean St	Park St	1.09	1.16	0.07	2	0	2	0	7800	3900	0.14	545.01	5.91	\$ 450.94	\$ -	\$ 450.94	\$ 7,211.08
A 18.42	U150	EMPIRE ST	Park St	N East St	1.16	1.29	0.13	2	0	2	0	7800	3900	0.26	545.00	5.91	\$ 837.45	\$ -	\$ 837.45	\$ 8,048.52
A 18.42	U150	EMPIRE ST	N East St	Main St	1.29	1.36	0.07	2	0	2	0	7800	3900	0.14	545.01	5.91	\$ 450.94	\$ -	\$ 450.94	\$ 8,499.46
A 18.42	U150	EMPIRE ST	Main St	N Center St	1.36	1.42	0.06	2	0	2	0	6100	3050	0.12	502.49	5.91	\$ 356.37	\$ -	\$ 356.37	\$ 8,855.83
A 18.42	U150	EMPIRE ST	N Center St	Roosevelt Ave	1.42	1.53	0.11	2	0	2	0	3700	1850	0.22	410.00	5.91	\$ 533.08	\$ -	\$ 533.08	\$ 9,388.91
A 18.42	U150	EMPIRE ST	Roosevelt Ave		1.53	1.55	0.02	2	0	2	0	3700	1850	0.04	410.00	5.91	\$ 96.92	\$ -	\$ 96.92	\$ 9,485.84
A 18.42	U150	EMPIRE ST		Lee St	1.55	1.57	0.02	2	0	2	0	3700	1850	0.04	410.00	5.91	\$ 96.92	\$ -	\$ 96.92	\$ 9,582.76
A 18.42	U150	LEE ST	Lee St	Chestnut St	1.57	1.75	0.18	2	0	2	0	4100	2050	0.36	430.00	5.91	\$ 914.87	\$ -	\$ 914.87	\$ 10,497.63
A 18.42	U150	LEE ST	Chestnut St		1.75	1.77	0.02	2	0	2	0	4100	2050	0.04	430.00	5.91	\$ 101.65	\$ -	\$ 101.65	\$ 10,599.28
A 18.42	U150	LEE ST		Locust St	1.77	1.83	0.06	2	0	2	0	4100	2050	0.12	430.00	5.91	\$ 304.96	\$ -	\$ 304.96	\$ 10,904.24
A 5.46	U051B	MAIN ST	Layfayette St		0.13	0.17	0.04	3	0	3	0	11000	3667	0.12	533.35	5.91	\$ 378.25	\$ -	\$ 378.25	\$ 11,282.49
A 5.46	U051B	MAIN ST		Stewart St	0.17	0.25	0.08	3	0	3	0	11000	3667	0.24	533.35	5.91	\$ 756.50	\$ -	\$ 756.50	\$ 12,038.99
A 5.46	U051B	MAIN ST	Stewart St	Miller St	0.25	0.57	0.32	3	0	3	0	11000	3667	0.96	533.35	5.91	\$ 3,026.01	\$ -	\$ 3,026.01	\$ 15,065.01
A 5.46	U051B	MAIN ST	Miller St		0.57	0.67	0.10	4	0	4	0	11000	2750	0.40	487.50	5.91	\$ 1,152.45	\$ -	\$ 1,152.45	\$ 16,217.46
A 5.46	U051B	MAIN ST		Wood Street	0.67	0.70	0.03	4	0	4	0	11000	2750	0.12	487.49	5.91	\$ 345.73	\$ -	\$ 345.73	\$ 16,563.18
A 5.46	U051B	MAIN ST	Wood Street	McArthur Ave	0.70	0.80	0.10	4	0	4	0	11900	2975	0.40	498.75	5.91	\$ 1,179.05	\$ -	\$ 1,179.05	\$ 17,742.23
A 5.46	U051B	MAIN ST	McArthur Ave		0.80	0.85	0.05	2	0	2	0	11900	5950	0.10	619.01	5.91	\$ 365.83	\$ -	\$ 365.83	\$ 18,108.06
A 5.46	U051B	MAIN ST		Oakland Ave	0.85	0.86	0.01	2	0	2	0	11900	5950	0.02	619.03	5.91	\$ 73.17	\$ -	\$ 73.17	\$ 18,181.23
A 5.46	U051B	MAIN ST	Oakland Ave		0.86	0.87	0.01	2	0	2	0	11400	5700	0.02	613.98	5.91	\$ 72.57	\$ -	\$ 72.57	\$ 18,253.81
A 5.46	U051B	MAIN ST			0.87	1.01	0.14	2	0	2	0	11400	5700	0.28	614.00	5.91	\$ 1,016.05	\$ -	\$ 1,016.05	\$ 19,269.85
A 5.46	U051B	MAIN ST		Kentucky Alley	1.01	1.04	0.03	2	0	2	0	11400	5700	0.06	614.01	5.91	\$ 217.73	\$ -	\$ 217.73	\$ 19,487.58
A 5.46	U051B	MAIN ST	Kentucky Alley		1.04	1.10	0.06	3	0	3	0	11400	3800	0.18	540.00	5.91	\$ 574.45	\$ -	\$ 574.45	\$ 20,062.03
A 5.46	U051B	EAST ST			1.10	1.12	0.02	3	0	3	0	11400	3800	0.06	540.00	5.91	\$ 191.48	\$ -	\$ 191.48	\$ 20,253.52
A 5.46	U051B	EAST ST			1.12	1.20	0.08	4	0	4	0	11400	2850	0.32	492.50	5.91	\$ 931.42	\$ -	\$ 931.42	\$ 21,184.93
A 5.46	U051B	EAST ST		Washington St	1.20	1.29	0.09	4	0	4	0	11400	2850	0.36	492.50	5.91	\$ 1,047.84	\$ -	\$ 1,047.84	\$ 22,232.78
A 5.46	U051B	EAST ST	Washington St		1.29	1.48	0.19	4	0	4	0	12800	3200	0.76	510.00	5.91	\$ 2,290.72	\$ -	\$ 2,290.72	\$ 24,523.49
A 5.46	U051B	EAST ST		Douglas St	1.48	1.49	0.01	4	0	4	0	12500	3125	0.04	506.24	5.91	\$ 119.68	\$ -	\$ 119.68	\$ 24,643.17
A 5.46	U051B	EAST ST	Douglas St		1.49	1.51	0.02	4	0	4	0	12500	3125	0.08	506.24	5.91	\$ 239.35	\$ -	\$ 239.35	\$ 24,882.52

Part 6 Compensation for Services

LABEL_1	MARKED_RT	ROAD_NAME	From	To	BEG_STA	END_STA	SEG_LENGTH	LNS	LN_SPC_NBR	Total_Lane	MED_TYP	AADT	ADT_per_La	Lane_Miles	Lane_Rate	Factor	Lane Payment	Median Pay	Segment Payment	Cumulative Total
A 5.46	U051B	EAST ST			1.51	1.62	0.11	3	0	3	0	12500	4167	0.33	558.35	5.91	\$ 1,088.95	\$ -	\$ 1,088.95	\$ 25,971.47
A 5.46	U051B	EAST ST		Locust St	1.62	1.65	0.03	3	0	3	0	12500	4167	0.09	558.35	5.91	\$ 296.99	\$ -	\$ 296.99	\$ 26,268.45
A 5.46	U051B	MAIN ST	Locust St		1.65	1.72	0.07	3	0	3	0	12800	4267	0.21	563.35	5.91	\$ 699.17	\$ -	\$ 699.17	\$ 26,967.63
A 5.46	U051B	MAIN ST		Walnut St	1.72	1.81	0.09	3	0	3	0	12500	4167	0.27	558.35	5.91	\$ 890.96	\$ -	\$ 890.96	\$ 27,858.59
A 5.46	U051B	MAIN ST	Walnut St	Empire St	1.81	1.88	0.07	3	0	3	0	12500	4167	0.21	558.35	5.91	\$ 692.97	\$ -	\$ 692.97	\$ 28,551.55
A 5.46	U051B	MAIN ST	Empire St	Graham St	1.88	1.95	0.07	3	0	3	0	14700	4900	0.21	595.00	5.91	\$ 738.45	\$ -	\$ 738.45	\$ 29,290.01
A 5.46	U051B	MAIN ST	Graham St		1.95	1.98	0.03	3	0	3	0	14700	4900	0.09	595.01	5.91	\$ 316.49	\$ -	\$ 316.49	\$ 29,606.49
A 5.46	U051B	MAIN ST		Beecher St	1.98	2.15	0.17	3	0	3	0	14700	4900	0.51	595.00	5.91	\$ 1,793.39	\$ -	\$ 1,793.39	\$ 31,399.88
A 5.46	U051B	MAIN ST	Beecher St	Seminary Ave	2.15	2.18	0.03	3	0	3	0	14700	4900	0.09	595.01	5.91	\$ 316.49	\$ -	\$ 316.49	\$ 31,716.37
A 5.46	U051B	MAIN ST	Seminary Ave	Emerson St	2.18	2.24	0.06	3	0	3	0	14700	4900	0.18	595.01	5.91	\$ 632.97	\$ -	\$ 632.97	\$ 32,349.34
A 5.46	U051B	MAIN ST	Emerson St		2.24	2.37	0.13	3	0	3	0	15200	5067	0.39	601.34	5.91	\$ 1,386.03	\$ -	\$ 1,386.03	\$ 33,735.37
A 5.46	U051B	MAIN ST		Division St	2.37	2.38	0.01	2	0	2	0	15200	7600	0.02	652.04	5.91	\$ 77.07	\$ -	\$ 77.07	\$ 33,812.44
FAP 693	U150	MARKET ST	Truckers Lane		15.24	15.26	0.02	4	1	5	2	19500	3900	0.10	545.01	5.91	\$ 322.10	\$ 39.01	\$ 361.11	\$ 34,173.55
FAP 693	U150	MARKET ST			15.26	15.29	0.03	4	1	5	2	19500	3900	0.15	545.00	5.91	\$ 483.14	\$ 58.51	\$ 541.65	\$ 34,715.20
FAP 693	U150	MARKET ST			15.29	15.31	0.02	4	1	5	2	19500	3900	0.10	545.01	5.91	\$ 322.10	\$ 39.01	\$ 361.11	\$ 35,076.31
FAP 693	U150	MARKET ST		MLK Drive	15.31	15.35	0.04	4	1	5	5	19500	3900	0.20	545.00	5.91	\$ 644.19	\$ 39.01	\$ 683.20	\$ 35,759.50
FAP 693	U150	MARKET ST	MLK Drive		15.35	15.39	0.04	4	1	5	5	17900	3580	0.20	529.00	5.91	\$ 625.28	\$ 39.01	\$ 664.28	\$ 36,423.79
FAP 693	U150	MARKET ST			15.39	15.42	0.03	4	0	4	5	17900	4475	0.12	573.75	5.91	\$ 406.90	\$ 29.25	\$ 436.16	\$ 36,859.94
FAP 693	U150	MARKET ST			15.42	15.44	0.02	4	1	5	5	17900	3580	0.10	529.01	5.91	\$ 312.64	\$ 19.50	\$ 332.15	\$ 37,192.09
FAP 693	U150	MARKET ST			15.44	15.45	0.01	4	1	5	5	17900	3580	0.05	528.99	5.91	\$ 156.32	\$ 9.75	\$ 166.07	\$ 37,358.16
FAP 693	U150	MARKET ST			15.45	15.46	0.01	4	0	4	5	17900	4475	0.04	573.76	5.91	\$ 135.64	\$ 9.75	\$ 145.39	\$ 37,503.55
FAP 693	U150	MARKET ST			15.46	15.47	0.01	4	0	4	5	17900	4475	0.04	573.76	5.91	\$ 135.64	\$ 9.75	\$ 145.39	\$ 37,648.94
FAP 693	U150	MARKET ST		Carolina	15.47	15.48	0.01	4	1	5	5	17900	3580	0.05	528.99	5.91	\$ 156.32	\$ 9.75	\$ 166.07	\$ 37,815.01
FAP 693	U150		Carolina		15.48	15.49	0.01	4	1	5	5	17900	3580	0.05	528.99	5.91	\$ 156.32	\$ 9.75	\$ 166.07	\$ 37,981.07
FAP 693	U150				15.49	15.51	0.02	4	1	5	0	14600	2920	0.10	496.00	5.91	\$ 293.14	\$ -	\$ 293.14	\$ 38,274.21
FAP 693	U150				15.51	15.53	0.02	4	1	5	0	14600	2920	0.10	496.00	5.91	\$ 293.14	\$ -	\$ 293.14	\$ 38,567.35
FAP 693	U150				15.53	15.55	0.02	4	1	5	0	14600	2920	0.10	496.00	5.91	\$ 293.14	\$ -	\$ 293.14	\$ 38,860.48
FAP 693	U150				15.55	15.59	0.04	4	1	5	0	14600	2920	0.20	496.00	5.91	\$ 586.27	\$ -	\$ 586.27	\$ 39,446.75
FAP 693	U150			Brown St	15.59	15.61	0.02	4	1	5	0	14600	2920	0.10	496.00	5.91	\$ 293.14	\$ -	\$ 293.14	\$ 39,739.89
FAP 693	U150		Brown St		15.61	15.70	0.09	4	1	5	0	14600	2920	0.45	496.00	5.91	\$ 1,319.11	\$ -	\$ 1,319.11	\$ 41,059.00
FAP 693	U150			White Oak Road	15.70	15.71	0.01	4	1	5	0	14600	2920	0.05	496.00	5.91	\$ 146.57	\$ -	\$ 146.57	\$ 41,205.57
FAP 693	U150		White Oak Road		15.71	15.72	0.01	4	1	5	5	14400	2880	0.05	494.02	5.91	\$ 145.98	\$ 9.75	\$ 155.73	\$ 41,361.30
FAP 693	U150				15.72	15.75	0.03	4	1	5	0	14400	2880	0.15	494.01	5.91	\$ 437.94	\$ -	\$ 437.94	\$ 41,799.24
FAP 693	U150				15.75	15.79	0.04	3	0	3	0	14400	4800	0.12	590.00	5.91	\$ 418.43	\$ -	\$ 418.43	\$ 42,217.67
FAP 693	U150				15.79	15.81	0.02	3	0	3	0	14400	4800	0.06	590.00	5.91	\$ 209.21	\$ -	\$ 209.21	\$ 42,426.89

Part 6 Compensation for Services

LABEL_1	MARKED_RT	ROAD_NAME	From	To	BEG_STA	END_STA	SEG_LENGTH	LNS	LN_SPC_NBR	Total_Lane	MED_TYP	AADT	ADT_per_La	Lane_Miles	Lane_Rate	Factor	Lane Payment	Median Pay	Segment Payment	Cumulative Total
FAP 693	U150				15.81	15.82	0.01	2	0	2	0	14400	7200	0.02	643.98	5.91	\$ 76.12	\$ -	\$ 76.12	\$ 42,503.00
FAP 693	U150			Hinshaw St	15.82	15.85	0.03	2	1	3	0	14400	4800	0.09	590.01	5.91	\$ 313.83	\$ -	\$ 313.83	\$ 42,816.83
FAP 693	U150	HINSHAW AVE	Market St		15.85	15.86	0.01	2	1	3	0	3750	1250	0.03	349.96	5.91	\$ 62.05	\$ -	\$ 62.05	\$ 42,878.88
FAP 693	U150	HINSHAW AVE			15.86	15.88	0.02	2	1	3	0	3750	1250	0.06	350.00	5.91	\$ 124.11	\$ -	\$ 124.11	\$ 43,002.99
FAP 693	U150	HINSHAW AVE			15.88	15.96	0.08	2	0	2	0	3750	1875	0.16	412.50	5.91	\$ 390.06	\$ -	\$ 390.06	\$ 43,393.05
FAP 693	U150	LOCUST ST		Western Ave	15.96	16.14	0.18	2	0	2	0	6200	3100	0.36	505.00	5.91	\$ 1,074.44	\$ -	\$ 1,074.44	\$ 44,467.49
FAP 693	U150	LOCUST ST	Western Ave	Morris Ave	16.14	16.22	0.08	2	0	2	0	6200	3100	0.16	505.00	5.91	\$ 477.53	\$ -	\$ 477.53	\$ 44,945.01
FAP 693	U150	LOCUST ST	Morris Ave	ICRR	16.22	16.32	0.10	2	0	2	0	7100	3550	0.20	527.51	5.91	\$ 623.52	\$ -	\$ 623.52	\$ 45,568.53
FAP 693	U150	LOCUST ST	ICRR	Howard St	16.32	16.35	0.03	2	1	3	0	7100	2367	0.09	461.70	5.91	\$ 245.58	\$ -	\$ 245.58	\$ 45,814.11
FAP 693	U150	LOCUST ST	Howard St		16.35	16.37	0.02	2	0	2	0	7100	3550	0.04	527.47	5.91	\$ 124.69	\$ -	\$ 124.69	\$ 45,938.80
FAP 693	U150	LOCUST ST			16.37	16.38	0.01	2	0	2	0	7100	3550	0.02	527.53	5.91	\$ 62.35	\$ -	\$ 62.35	\$ 46,001.16
FAP 693	U150	LOCUST ST		Catherine Ave	16.38	16.40	0.02	2	0	2	0	7100	3550	0.04	527.47	5.91	\$ 124.69	\$ -	\$ 124.69	\$ 46,125.85
FAP 693	U150	LOCUST ST	Catherine Ave	Allin St	16.40	16.46	0.06	2	1	3	0	7100	2367	0.18	461.70	5.91	\$ 491.16	\$ -	\$ 491.16	\$ 46,617.01
FAP 693	U150	LOCUST ST	Allin St	Oak St	16.46	16.64	0.18	2	0	2	0	7100	3550	0.36	527.50	5.91	\$ 1,122.31	\$ -	\$ 1,122.31	\$ 47,739.32
FAP 693	U150	LOCUST ST	Oak St	Lee St	16.64	16.69	0.05	2	0	2	5	7100	3550	0.10	527.51	5.91	\$ 311.76	\$ 48.76	\$ 360.52	\$ 48,099.83
FAP 693	U150	LOCUST ST	Lee St	Roosevelt Ave	16.69	16.74	0.05	3	0	3	0	5600	1867	0.15	411.70	5.91	\$ 364.97	\$ -	\$ 364.97	\$ 48,464.80
FAP 693	U150	LOCUST ST	Roosevelt Ave	N Center St	16.74	16.84	0.10	3	0	3	0	6100	2033	0.30	428.30	5.91	\$ 759.38	\$ -	\$ 759.38	\$ 49,224.18
FAP 693	U150	LOCUST ST	N Center St	Main St	16.84	16.90	0.06	3	0	3	0	7300	2433	0.18	468.30	5.91	\$ 498.18	\$ -	\$ 498.18	\$ 49,722.36
FAP 693	U150	LOCUST ST	Main St	East St	16.90	16.97	0.07	3	0	3	0	8200	2733	0.21	486.65	5.91	\$ 603.98	\$ -	\$ 603.98	\$ 50,326.34
FAP 693	U150	LOCUST ST	East St	McLean St	16.97	17.17	0.20	2	0	2	0	8200	4100	0.40	555.00	5.91	\$ 1,312.02	\$ -	\$ 1,312.02	\$ 51,638.36
FAP 693	U150	LOCUST ST	McLean St		17.17	17.34	0.17	2	0	2	0	8800	4400	0.34	570.00	5.91	\$ 1,145.36	\$ -	\$ 1,145.36	\$ 52,783.72
FAP 693	U150	LOCUST ST		Clinton St	17.34	17.38	0.04	2	0	2	0	8800	4400	0.08	570.00	5.91	\$ 269.50	\$ -	\$ 269.50	\$ 53,053.21
FAP 693	S009	LOCUST ST	Clinton St		17.38	17.50	0.12	2	0	2	0	8400	4200	0.24	560.00	5.91	\$ 794.30	\$ -	\$ 794.30	\$ 53,847.52
FAP 693	S009	LOCUST ST			17.50	17.51	0.01	2	0	2	0	8400	4200	0.02	560.00	5.91	\$ 66.19	\$ -	\$ 66.19	\$ 53,913.71
FAP 693	S009	LOCUST ST		Linden St	17.51	17.55	0.04	2	0	2	0	8400	4200	0.08	560.00	5.91	\$ 264.77	\$ -	\$ 264.77	\$ 54,178.48
FAP 693	S009	LOCUST ST	Linden St	Colton Ave	17.55	17.75	0.20	2	0	2	0	9000	4500	0.40	575.00	5.91	\$ 1,359.30	\$ -	\$ 1,359.30	\$ 55,537.78
FAP 693	S009	LOCUST ST	Colton Ave		17.75	17.93	0.18	2	0	2	0	9000	4500	0.36	575.00	5.91	\$ 1,223.37	\$ -	\$ 1,223.37	\$ 56,761.15
FAP 693	S009	LOCUST ST		Towanda Ave	17.93	18.03	0.10	2	0	2	0	9000	4500	0.20	575.00	5.91	\$ 679.65	\$ -	\$ 679.65	\$ 57,440.80
FAP 693	S009	TOWANDA AVE	Towanda Ave		18.03	18.13	0.10	3	0	3	2	15500	5167	0.30	603.34	5.91	\$ 1,069.72	\$ 195.03	\$ 1,264.75	\$ 58,705.55
FAP 693	S009	TOWANDA AVE		Towanda Ave	18.13	18.22	0.09	3	0	3	2	15500	5167	0.27	603.34	5.91	\$ 962.75	\$ 175.53	\$ 1,138.28	\$ 59,843.83
FAP 693	S009		Towanda Ave		18.22	18.23	0.01	2	0	2	0	15500	7750	0.02	654.95	5.91	\$ 77.42	\$ -	\$ 77.42	\$ 59,921.24
FAP 693	S009			Empire St	18.23	18.42	0.19	2	0	2	0	15500	7750	0.38	655.00	5.91	\$ 1,471.00	\$ -	\$ 1,471.00	\$ 61,392.24
FAP 730	U051B	CENTER ST	Division St	Kelsey St	4.82	4.84	0.02	2	0	2	0	14100	7050	0.04	641.02	5.91	\$ 151.54	\$ -	\$ 151.54	\$ 61,543.78
FAP 730	U051B	CENTER ST	Kelsey St	Emerson St	4.84	4.95	0.11	2	0	2	0	14100	7050	0.22	641.00	5.91	\$ 833.43	\$ -	\$ 833.43	\$ 62,377.21
FAP 730	U051B	CENTER ST	Emerson St	Seminary St	4.95	5.02	0.07	2	0	2	0	14100	7050	0.14	641.00	5.91	\$ 530.36	\$ -	\$ 530.36	\$ 62,907.57

Part 6 Compensation for Services

LABEL_1	MARKED_RT	ROAD_NAME	From	To	BEG_STA	END_STA	SEG_LENGTH	LNS	LN_SPC_NBR	Total_Lane	MED_TYP	AADT	ADT_per_La	Lane_Miles	Lane_Rate	Factor	Lane Payment	Median Pay	Segment Payment	Cumulative Total
FAP 730	U051B	CENTER ST	Seminary St	Empire St	5.02	5.31	0.29	2	0	2	0	14200	7100	0.58	642.00	5.91	\$ 2,200.65	\$ -	\$ 2,200.65	\$ 65,108.22
FAP 730	U051B	CENTER ST	Empire St	Chestnut St	5.31	5.48	0.17	2	0	2	0	17200	8600	0.34	672.00	5.91	\$ 1,350.32	\$ -	\$ 1,350.32	\$ 66,458.53
FAP 730	U051B	CENTER ST	Chestnut St	Locust St	5.48	5.56	0.08	3	0	3	0	13500	4500	0.24	575.00	5.91	\$ 815.58	\$ -	\$ 815.58	\$ 67,274.11
FAP 730	U051B	MADISON ST	Locust St	Center St	5.56	5.61	0.05	3	0	3	0	11800	3933	0.15	546.65	5.91	\$ 484.61	\$ -	\$ 484.61	\$ 67,758.72
FAP 730	U051B	MADISON ST	Center St	Market St	5.61	5.72	0.11	4	0	4	0	11800	2950	0.44	497.50	5.91	\$ 1,293.70	\$ -	\$ 1,293.70	\$ 69,052.42
FAP 730	U051B	MADISON ST	Market St	Jefferson St	5.72	5.86	0.14	4	0	4	0	12100	3025	0.56	501.25	5.91	\$ 1,658.94	\$ -	\$ 1,658.94	\$ 70,711.35
FAP 730	U051B	MADISON ST	Jefferson St	Washington St	5.86	5.91	0.05	4	0	4	0	12100	3025	0.20	501.25	5.91	\$ 592.48	\$ -	\$ 592.48	\$ 71,303.83
FAP 730	U051B	MADISON ST	Washington St	Front St	5.91	5.97	0.06	4	0	4	0	10900	2725	0.24	486.25	5.91	\$ 689.70	\$ -	\$ 689.70	\$ 71,993.53
FAP 730	U051B	MADISON ST	Front St		5.97	6.00	0.03	4	1	5	0	10900	2180	0.15	443.00	5.91	\$ 392.72	\$ -	\$ 392.72	\$ 72,386.25
FAP 730	U051B	MADISON ST			6.00	6.10	0.10	4	0	4	0	10900	2725	0.40	486.25	5.91	\$ 1,149.50	\$ -	\$ 1,149.50	\$ 73,535.74
FAP 730	U051B	MADISON ST		Olive St	6.10	6.12	0.02	4	0	4	0	10900	2725	0.08	486.24	5.91	\$ 229.89	\$ -	\$ 229.89	\$ 73,765.64
FAP 730	U051B	CENTER ST	Olive St		6.12	6.15	0.03	2	0	2	0	10900	5450	0.06	609.00	5.91	\$ 215.95	\$ -	\$ 215.95	\$ 73,981.59
FAP 730	U051B	CENTER ST			6.15	6.16	0.01	2	0	2	0	10900	5450	0.02	609.03	5.91	\$ 71.99	\$ -	\$ 71.99	\$ 74,053.58
FAP 730	U051B	CENTER ST		Alley	6.16	6.17	0.01	2	0	2	0	10900	5450	0.02	609.03	5.91	\$ 71.99	\$ -	\$ 71.99	\$ 74,125.56
FAP 730	U051B	CENTER ST	Alley		6.17	6.21	0.04	2	0	2	0	10900	5450	0.08	609.01	5.91	\$ 287.94	\$ -	\$ 287.94	\$ 74,413.50
FAP 730	U051B	CENTER ST			6.21	6.30	0.09	2	0	2	0	10900	5450	0.18	609.00	5.91	\$ 647.85	\$ -	\$ 647.85	\$ 75,061.36
FAP 730	U051B	CENTER ST		Oakland Ave	6.30	6.33	0.03	2	0	2	0	10900	5450	0.06	609.00	5.91	\$ 215.95	\$ -	\$ 215.95	\$ 75,277.31
FAP 730	U051B	CENTER ST	Oakland Ave	Wood St	6.33	6.49	0.16	2	0	2	0	11400	5700	0.32	614.00	5.91	\$ 1,161.20	\$ -	\$ 1,161.20	\$ 76,438.51
FAP 730	U051B	CENTER ST	Wood St	Lincoln St	6.49	6.83	0.34	2	0	2	0	10100	5050	0.68	601.00	5.91	\$ 2,415.30	\$ -	\$ 2,415.30	\$ 78,853.81
FAP 730	U051B	CENTER ST	Lincoln St	Stewart St	6.83	6.94	0.11	2	0	2	0	10100	5050	0.22	601.00	5.91	\$ 781.42	\$ -	\$ 781.42	\$ 79,635.23
FAP 730	U051B	CENTER ST	Stewart St	Layfayette St	6.94	7.06	0.12	2	0	2	0	10100	5050	0.24	601.00	5.91	\$ 852.46	\$ -	\$ 852.46	\$ 80,487.68
FAP 730	U051B	CENTER ST			7.06	7.07	0.01	2	0	2	0	10100	5050	0.02	600.97	5.91	\$ 71.03	\$ -	\$ 71.03	\$ 80,558.72
FAU 6363	U150	OAKLAND AVE	Clinton St	Clinton St	1.97	2.00	0.03	4	0	4	0	16300	4075	0.12	553.75	5.91	\$ 392.72	\$ -	\$ 392.72	\$ 80,951.44
FAU 6363	U150	OAKLAND AVE	Clinton St	Robinson St	2.00	2.07	0.07	4	0	4	0	16300	4075	0.28	553.75	5.91	\$ 916.35	\$ -	\$ 916.35	\$ 81,867.78
FAU 6363	U150	OAKLAND AVE	Robinson St	Bunn St	2.07	2.10	0.03	4	0	4	0	16300	4075	0.12	553.75	5.91	\$ 392.72	\$ -	\$ 392.72	\$ 82,260.50
FAU 6363	U150	OAKLAND AVE	Bunn St		2.10	2.12	0.02	4	0	4	0	16400	4100	0.08	555.00	5.91	\$ 262.40	\$ -	\$ 262.40	\$ 82,522.91
FAU 6363	U150	OAKLAND AVE			2.12	2.19	0.07	4	0	4	0	16400	4100	0.28	555.00	5.91	\$ 918.41	\$ -	\$ 918.41	\$ 83,441.32
FAU 6363	U150	OAKLAND AVE		McClun St	2.19	2.20	0.01	4	0	4	0	16400	4100	0.04	555.00	5.91	\$ 131.20	\$ -	\$ 131.20	\$ 83,572.52
FAU 6363	U150	OAKLAND AVE	McClun St		2.20	2.21	0.01	4	0	4	5	16400	4100	0.04	555.00	5.91	\$ 131.20	\$ 9.75	\$ 140.95	\$ 83,713.48
FAU 6363	U150	OAKLAND AVE		Hannah St	2.21	2.28	0.07	4	0	4	5	16400	4100	0.28	555.00	5.91	\$ 918.41	\$ 68.26	\$ 986.67	\$ 84,700.15
FAU 6401	U150	CLINTON ST	Empire St		1.82	1.88	0.06	2	0	2	5	9000	4500	0.12	575.00	5.91	\$ 407.79	\$ 58.51	\$ 466.30	\$ 85,166.45
FAU 6401	U150	CLINTON ST		Walnut St	1.88	1.91	0.03	2	0	2	0	9000	4500	0.06	574.98	5.91	\$ 203.89	\$ -	\$ 203.89	\$ 85,370.34
FAU 6401	U150	CLINTON ST	Walnut St		1.91	2.02	0.11	2	0	2	0	9500	4750	0.22	587.50	5.91	\$ 763.87	\$ -	\$ 763.87	\$ 86,134.21
FAU 6401	U150	CLINTON ST			2.02	2.03	0.01	2	0	2	5	9500	4750	0.02	587.53	5.91	\$ 69.45	\$ 9.75	\$ 79.20	\$ 86,213.40
FAU 6401	U150	CLINTON ST		Locust St	2.03	2.06	0.03	2	1	3	5	9500	3167	0.09	508.34	5.91	\$ 270.39	\$ 29.25	\$ 299.64	\$ 86,513.04

Part 6 Compensation for Services

LABEL_1	MARKED_RT	ROAD_NAME	From	To	BEG_STA	END_STA	SEG_LENGTH	LNS	LN_SPC_NBR	Total_Lane	MED_TYP	AADT	ADT_per_La	Lane_Miles	Lane_Rate	Factor	Lane Payment	Median Pay	Segment Payment	Cumulative Total
FAU 6401	U150	CLINTON ST	Locust St		2.06	2.09	0.03	2	0	2	5	11200	5600	0.06	612.01	5.91	\$ 217.02	\$ 29.25	\$ 246.27	\$ 86,759.32
FAU 6401	U150	CLINTON ST			2.09	2.11	0.02	2	0	2	5	11200	5600	0.04	611.99	5.91	\$ 144.67	\$ 19.50	\$ 164.18	\$ 86,923.49
FAU 6401	U150	CLINTON ST		Mulberry St	2.11	2.13	0.02	2	0	2	0	11200	5600	0.04	611.99	5.91	\$ 144.67	\$ -	\$ 144.67	\$ 87,068.17
FAU 6401	U150	CLINTON ST	Mulberry St		2.13	2.27	0.14	2	0	2	0	11200	5600	0.28	612.00	5.91	\$ 1,012.74	\$ -	\$ 1,012.74	\$ 88,080.91
FAU 6401	U150	CLINTON ST		Monroe St	2.27	2.30	0.03	2	1	3	0	11200	3733	0.09	536.65	5.91	\$ 285.44	\$ -	\$ 285.44	\$ 88,366.35
FAU 6401	U150	CLINTON ST	Monroe St	Jefferson St	2.30	2.35	0.05	2	1	3	5	11200	3733	0.15	536.65	5.91	\$ 475.74	\$ 48.76	\$ 524.50	\$ 88,890.85
FAU 6401	U150	CLINTON ST	Jefferson St	Washington St	2.35	2.41	0.06	2	1	3	0	11200	3733	0.18	536.65	5.91	\$ 570.89	\$ -	\$ 570.89	\$ 89,461.74
FAU 6401	U150	CLINTON ST	Washington St	Grove St	2.41	2.53	0.12	2	1	3	5	9700	3233	0.36	511.65	5.91	\$ 1,088.59	\$ 117.02	\$ 1,205.60	\$ 90,667.34
FAU 6401	U150	CLINTON ST	Grove St		2.53	2.61	0.08	2	1	3	5	9700	3233	0.24	511.65	5.91	\$ 725.72	\$ 78.01	\$ 803.74	\$ 91,471.08
FAU 6401	U150	CLINTON ST			2.61	2.62	0.01	2	1	3	0	9700	3233	0.03	511.68	5.91	\$ 90.72	\$ -	\$ 90.72	\$ 91,561.80
FAU 6401	U150	CLINTON ST			2.62	2.65	0.03	2	0	2	0	9700	4850	0.06	592.51	5.91	\$ 210.10	\$ -	\$ 210.10	\$ 91,771.90
FAU 6401	U150	CLINTON ST			2.65	2.71	0.06	2	0	2	0	9700	4850	0.12	592.49	5.91	\$ 420.19	\$ -	\$ 420.19	\$ 92,192.10
FAU 6401	U150	CLINTON ST		Felton PL	2.71	2.75	0.04	2	0	2	0	9700	4850	0.08	592.50	5.91	\$ 280.13	\$ -	\$ 280.13	\$ 92,472.23
FAU 6401	U150	CLINTON ST	Felton PL	Oakland Ave	2.75	2.80	0.05	2	1	3	0	9700	3233	0.15	511.66	5.91	\$ 453.59	\$ -	\$ 453.59	\$ 92,925.82
FAU 6406	U150	HANNAH ST	Oakland Ave		0.00	0.04	0.04	2	1	3	0	9000	3000	0.12	500.00	5.91	\$ 354.60	\$ -	\$ 354.60	\$ 93,280.42
FAU 6406	U150	HANNAH ST			0.04	0.06	0.02	2	0	2	0	9000	4500	0.04	575.00	5.91	\$ 135.93	\$ -	\$ 135.93	\$ 93,416.35
FAU 6406	U150	HANNAH ST			0.06	0.08	0.02	2	0	2	5	9000	4500	0.04	575.00	5.91	\$ 135.93	\$ 19.50	\$ 155.43	\$ 93,571.78
FAU 6406	U150	HANNAH ST		Bell St	0.08	0.12	0.04	2	1	3	5	9000	3000	0.12	500.00	5.91	\$ 354.60	\$ 39.01	\$ 393.61	\$ 93,965.39
FAU 6406	U150	HANNAH ST	Bell St		0.12	0.16	0.04	2	1	3	5	9000	3000	0.12	500.00	5.91	\$ 354.60	\$ 39.01	\$ 393.61	\$ 94,358.99
FAU 6406	U150	HANNAH ST		Croxton Ave	0.16	0.28	0.12	2	0	2	0	9000	4500	0.24	575.00	5.91	\$ 815.58	\$ -	\$ 815.58	\$ 95,174.57

LN_SPC_NBR Number of Special Lanes (Left Turn, Right turn etc.)

Grand Total

\$ 95,174.57

MED_TYP
 2 - Curbed Median
 5 - Flush Median
 7 - Flush Median



Illinois Department of Transportation

Division of Highways / Region 3 / District 5
13473 IL Highway 133 / P.O. Box 610 / Paris, Illinois / 61944
Telephone 217/465-4181

March 18, 2014

Mr. Jim Karch
Director of Public Services
City of Bloomington
401 South East Street
Bloomington, Illinois 61701

Dear Mr. Karch:

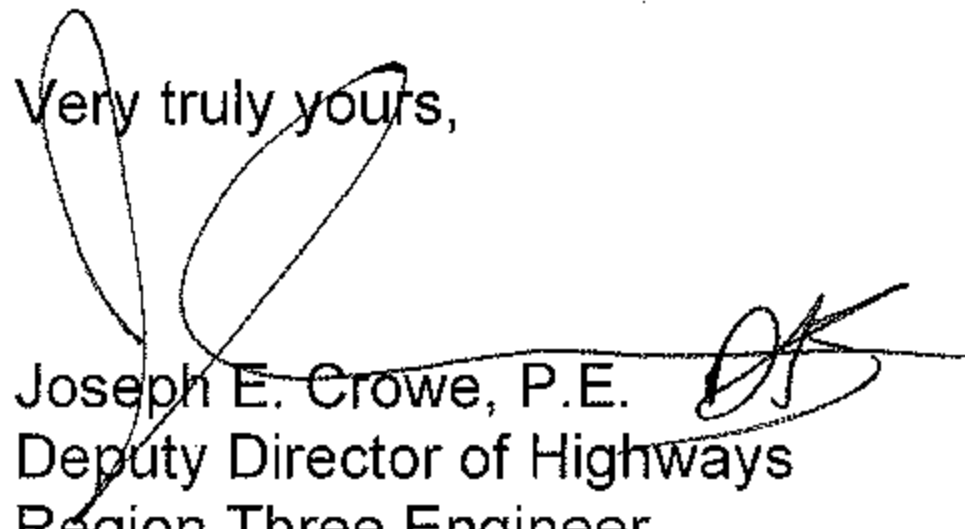
The State of Illinois, acting through its Department of Transportation, entered into an Intergovernmental Agreement for the Municipal Maintenance of State Highways with your municipality. This agreement is extended by mutual agreement between this department and your municipality in 12-month increments through June 30, 2015.

Enclosed are new computation sheets for FY-2015. The adjustment factor used to determine the rates of compensation shown on the Computation Sheet is 5.75. The computation sheet has been reviewed to insure your municipality is being compensated correctly for the state highways it maintains.

The department will reimburse your municipality \$92,597.93 as compensation for the satisfactory maintenance and operation of the streets in accordance with the terms of this new agreement. This calculates to a quarterly adjustment of \$23,149.49.

If you have any questions or if we can be of any assistance, please contact either Mr. Kevin Trapp, Acting Planning & Design Engineer, at phone number 217-466-7233 or Mrs. Rita Mathias, Operations Technician, at phone number 217-466-7294.

Very truly yours,


Joseph E. Crowe, P.E.
Deputy Director of Highways
Region Three Engineer

KJT:RYM:jv
Enclosure
cc: Central Bureau of Operations
R. J. Lashuay



Part 6 Compensation for Services

LABEL_1	MARKED_RT	ROAD_NAME	From	To	BEG_STA	END_STA	SEG_LENGTH	LNS	LN_SPC_NBR	Total_Lane	MED_TYP	AADT	ADT_per_La	Lane_Miles	Lane_Rate	Factor	Lane Payment	Median Pay	Segment Payment	Cumulative Total
A 18.42	S009	EMPIRE ST	Towanda Ave		0.10	0.19	0.09	2	0	2	0	9300	4650	0.18	582.50	5.75	\$ 602.89	\$ -	\$ 602.89	\$ 602.89
A 18.42	S009	EMPIRE ST			0.19	0.51	0.32	2	0	2	0	9300	4650	0.64	582.50	5.75	\$ 2,143.60	\$ -	\$ 2,143.60	\$ 2,746.49
A 18.42	S009	EMPIRE ST		Linden St	0.51	0.72	0.21	2	0	2	0	9300	4650	0.42	582.50	5.75	\$ 1,406.74	\$ -	\$ 1,406.74	\$ 4,153.23
A 18.42	S009	EMPIRE ST	Linden St		0.72	0.77	0.05	2	0	2	0	8900	4450	0.10	572.49	5.75	\$ 329.18	\$ -	\$ 329.18	\$ 4,482.41
A 18.42	S009	EMPIRE ST		Whites Pl	0.77	0.83	0.06	2	0	2	0	8900	4450	0.12	572.49	5.75	\$ 395.02	\$ -	\$ 395.02	\$ 4,877.42
A 18.42	S009	EMPIRE ST	Whites Pl	Clinton St	0.83	0.88	0.05	2	0	2	0	8900	4450	0.10	572.49	5.75	\$ 329.18	\$ -	\$ 329.18	\$ 5,206.61
A 18.42	U150	EMPIRE ST	Clinton St	McLean St	0.88	1.09	0.21	2	0	2	0	8700	4350	0.42	567.50	5.75	\$ 1,370.51	\$ -	\$ 1,370.51	\$ 6,577.12
A 18.42	U150	EMPIRE ST	McLean St	Park St	1.09	1.16	0.07	2	0	2	0	7800	3900	0.14	545.01	5.75	\$ 438.73	\$ -	\$ 438.73	\$ 7,015.85
A 18.42	U150	EMPIRE ST	Park St	N East St	1.16	1.29	0.13	2	0	2	0	7800	3900	0.26	545.00	5.75	\$ 814.78	\$ -	\$ 814.78	\$ 7,830.63
A 18.42	U150	EMPIRE ST	N East St	Main St	1.29	1.36	0.07	2	0	2	0	7800	3900	0.14	545.01	5.75	\$ 438.73	\$ -	\$ 438.73	\$ 8,269.36
A 18.42	U150	EMPIRE ST	Main St	N Center St	1.36	1.42	0.06	2	0	2	0	6100	3050	0.12	502.49	5.75	\$ 346.72	\$ -	\$ 346.72	\$ 8,616.08
A 18.42	U150	EMPIRE ST	N Center St	Roosevelt Ave	1.42	1.53	0.11	2	0	2	0	3700	1850	0.22	410.00	5.75	\$ 518.65	\$ -	\$ 518.65	\$ 9,134.73
A 18.42	U150	EMPIRE ST	Roosevelt Ave		1.53	1.55	0.02	2	0	2	0	3700	1850	0.04	410.00	5.75	\$ 94.30	\$ -	\$ 94.30	\$ 9,229.03
A 18.42	U150	EMPIRE ST		Lee St	1.55	1.57	0.02	2	0	2	0	3700	1850	0.04	410.00	5.75	\$ 94.30	\$ -	\$ 94.30	\$ 9,323.33
A 18.42	U150	LEE ST	Lee St	Chestnut St	1.57	1.75	0.18	2	0	2	0	4100	2050	0.36	430.00	5.75	\$ 890.10	\$ -	\$ 890.10	\$ 10,213.43
A 18.42	U150	LEE ST	Chestnut St		1.75	1.77	0.02	2	0	2	0	4100	2050	0.04	430.00	5.75	\$ 98.90	\$ -	\$ 98.90	\$ 10,312.33
A 18.42	U150	LEE ST		Locust St	1.77	1.83	0.06	2	0	2	0	4100	2050	0.12	430.00	5.75	\$ 296.70	\$ -	\$ 296.70	\$ 10,609.03
A 5.46	U051B	MAIN ST	Layfayette St		0.13	0.17	0.04	3	0	3	0	11000	3667	0.12	533.35	5.75	\$ 368.01	\$ -	\$ 368.01	\$ 10,977.04
A 5.46	U051B	MAIN ST		Stewart St	0.17	0.25	0.08	3	0	3	0	11000	3667	0.24	533.35	5.75	\$ 736.02	\$ -	\$ 736.02	\$ 11,713.06
A 5.46	U051B	MAIN ST	Stewart St	Miller St	0.25	0.57	0.32	3	0	3	0	11000	3667	0.96	533.35	5.75	\$ 2,944.09	\$ -	\$ 2,944.09	\$ 14,657.15
A 5.46	U051B	MAIN ST	Miller St		0.57	0.67	0.10	4	0	4	0	11000	2750	0.40	487.50	5.75	\$ 1,121.25	\$ -	\$ 1,121.25	\$ 15,778.40
A 5.46	U051B	MAIN ST		Wood Street	0.67	0.70	0.03	4	0	4	0	11000	2750	0.12	487.49	5.75	\$ 336.37	\$ -	\$ 336.37	\$ 16,114.77
A 5.46	U051B	MAIN ST	Wood Street	McArthur Ave	0.70	0.80	0.10	4	0	4	0	11900	2975	0.40	498.75	5.75	\$ 1,147.13	\$ -	\$ 1,147.13	\$ 17,261.90
A 5.46	U051B	MAIN ST	McArthur Ave		0.80	0.85	0.05	2	0	2	0	11900	5950	0.10	619.01	5.75	\$ 355.93	\$ -	\$ 355.93	\$ 17,617.83
A 5.46	U051B	MAIN ST		Oakland Ave	0.85	0.86	0.01	2	0	2	0	11900	5950	0.02	619.03	5.75	\$ 71.19	\$ -	\$ 71.19	\$ 17,689.02
A 5.46	U051B	MAIN ST	Oakland Ave		0.86	0.87	0.01	2	0	2	0	11400	5700	0.02	613.98	5.75	\$ 70.61	\$ -	\$ 70.61	\$ 17,759.62
A 5.46	U051B	MAIN ST			0.87	1.01	0.14	2	0	2	0	11400	5700	0.28	614.00	5.75	\$ 988.54	\$ -	\$ 988.54	\$ 18,748.16
A 5.46	U051B	MAIN ST		Kentucky Alley	1.01	1.04	0.03	2	0	2	0	11400	5700	0.06	614.01	5.75	\$ 211.83	\$ -	\$ 211.83	\$ 18,960.00
A 5.46	U051B	MAIN ST	Kentucky Alley		1.04	1.10	0.06	3	0	3	0	11400	3800	0.18	540.00	5.75	\$ 558.90	\$ -	\$ 558.90	\$ 19,518.90
A 5.46	U051B	EAST ST			1.10	1.12	0.02	3	0	3	0	11400	3800	0.06	540.00	5.75	\$ 186.30	\$ -	\$ 186.30	\$ 19,705.20
A 5.46	U051B	EAST ST			1.12	1.20	0.08	4	0	4	0	11400	2850	0.32	492.50	5.75	\$ 906.20	\$ -	\$ 906.20	\$ 20,611.40
A 5.46	U051B	EAST ST		Washington St	1.20	1.29	0.09	4	0	4	0	11400	2850	0.36	492.50	5.75	\$ 1,019.48	\$ -	\$ 1,019.48	\$ 21,630.87
A 5.46	U051B	EAST ST	Washington St		1.29	1.48	0.19	4	0	4	0	12800	3200	0.76	510.00	5.75	\$ 2,228.70	\$ -	\$ 2,228.70	\$ 23,859.57
A 5.46	U051B	EAST ST		Douglas St	1.48	1.49	0.01	4	0	4	0	12500	3125	0.04	506.24	5.75	\$ 116.44	\$ -	\$ 116.44	\$ 23,976.01
A 5.46	U051B	EAST ST	Douglas St		1.49	1.51	0.02	4	0	4	0	12500	3125	0.08	506.24	5.75	\$ 232.87	\$ -	\$ 232.87	\$ 24,208.88

Part 6 Compensation for Services

LABEL_1	MARKED_RT	ROAD_NAME	From	To	BEG_STA	END_STA	SEG_LENGTH	LNS	LN_SPC_NBR	Total_Lane	MED_TYP	AADT	ADT_per_La	Lane_Miles	Lane_Rate	Factor	Lane Payment	Median Pay	Segment Payment	Cumulative Total
A 5.46	U051B	EAST ST			1.51	1.62	0.11	3	0	3	0	12500	4167	0.33	558.35	5.75	\$ 1,059.47	\$ -	\$ 1,059.47	\$ 25,268.35
A 5.46	U051B	EAST ST		Locust St	1.62	1.65	0.03	3	0	3	0	12500	4167	0.09	558.35	5.75	\$ 288.95	\$ -	\$ 288.95	\$ 25,557.29
A 5.46	U051B	MAIN ST	Locust St		1.65	1.72	0.07	3	0	3	0	12800	4267	0.21	563.35	5.75	\$ 680.25	\$ -	\$ 680.25	\$ 26,237.54
A 5.46	U051B	MAIN ST		Walnut St	1.72	1.81	0.09	3	0	3	0	12500	4167	0.27	558.35	5.75	\$ 866.84	\$ -	\$ 866.84	\$ 27,104.38
A 5.46	U051B	MAIN ST	Walnut St	Empire St	1.81	1.88	0.07	3	0	3	0	12500	4167	0.21	558.35	5.75	\$ 674.21	\$ -	\$ 674.21	\$ 27,778.59
A 5.46	U051B	MAIN ST	Empire St	Graham St	1.88	1.95	0.07	3	0	3	0	14700	4900	0.21	595.00	5.75	\$ 718.46	\$ -	\$ 718.46	\$ 28,497.05
A 5.46	U051B	MAIN ST	Graham St		1.95	1.98	0.03	3	0	3	0	14700	4900	0.09	595.01	5.75	\$ 307.92	\$ -	\$ 307.92	\$ 28,804.97
A 5.46	U051B	MAIN ST		Beecher St	1.98	2.15	0.17	3	0	3	0	14700	4900	0.51	595.00	5.75	\$ 1,744.84	\$ -	\$ 1,744.84	\$ 30,549.80
A 5.46	U051B	MAIN ST	Beecher St	Seminary Ave	2.15	2.18	0.03	3	0	3	0	14700	4900	0.09	595.01	5.75	\$ 307.92	\$ -	\$ 307.92	\$ 30,857.72
A 5.46	U051B	MAIN ST	Seminary Ave	Emerson St	2.18	2.24	0.06	3	0	3	0	14700	4900	0.18	595.01	5.75	\$ 615.84	\$ -	\$ 615.84	\$ 31,473.56
A 5.46	U051B	MAIN ST	Emerson St		2.24	2.37	0.13	3	0	3	0	15200	5067	0.39	601.34	5.75	\$ 1,348.50	\$ -	\$ 1,348.50	\$ 32,822.06
A 5.46	U051B	MAIN ST		Division St	2.37	2.38	0.01	2	0	2	0	15200	7600	0.02	652.04	5.75	\$ 74.98	\$ -	\$ 74.98	\$ 32,897.05
FAP 693	U150	MARKET ST	Truckers Lane		15.24	15.26	0.02	4	1	5	2	19500	3900	0.10	545.01	5.75	\$ 313.38	\$ 37.95	\$ 351.33	\$ 33,248.38
FAP 693	U150	MARKET ST			15.26	15.29	0.03	4	1	5	2	19500	3900	0.15	545.00	5.75	\$ 470.06	\$ 56.93	\$ 526.99	\$ 33,775.36
FAP 693	U150	MARKET ST			15.29	15.31	0.02	4	1	5	2	19500	3900	0.10	545.01	5.75	\$ 313.38	\$ 37.95	\$ 351.33	\$ 34,126.69
FAP 693	U150	MARKET ST		MLK Drive	15.31	15.35	0.04	4	1	5	5	19500	3900	0.20	545.00	5.75	\$ 626.75	\$ 37.95	\$ 664.70	\$ 34,791.39
FAP 693	U150	MARKET ST	MLK Drive		15.35	15.39	0.04	4	1	5	5	17900	3580	0.20	529.00	5.75	\$ 608.35	\$ 37.95	\$ 646.30	\$ 35,437.69
FAP 693	U150	MARKET ST			15.39	15.42	0.03	4	0	4	5	17900	4475	0.12	573.75	5.75	\$ 395.89	\$ 28.46	\$ 424.35	\$ 35,862.04
FAP 693	U150	MARKET ST			15.42	15.44	0.02	4	1	5	5	17900	3580	0.10	529.01	5.75	\$ 304.18	\$ 18.98	\$ 323.16	\$ 36,185.20
FAP 693	U150	MARKET ST			15.44	15.45	0.01	4	1	5	5	17900	3580	0.05	528.99	5.75	\$ 152.08	\$ 9.49	\$ 161.57	\$ 36,346.77
FAP 693	U150	MARKET ST			15.45	15.46	0.01	4	0	4	5	17900	4475	0.04	573.76	5.75	\$ 131.96	\$ 9.49	\$ 141.45	\$ 36,488.22
FAP 693	U150	MARKET ST			15.46	15.47	0.01	4	0	4	5	17900	4475	0.04	573.76	5.75	\$ 131.96	\$ 9.49	\$ 141.45	\$ 36,629.68
FAP 693	U150	MARKET ST		Carolina	15.47	15.48	0.01	4	1	5	5	17900	3580	0.05	528.99	5.75	\$ 152.08	\$ 9.49	\$ 161.57	\$ 36,791.25
FAP 693	U150		Carolina		15.48	15.49	0.01	4	1	5	5	17900	3580	0.05	528.99	5.75	\$ 152.08	\$ 9.49	\$ 161.57	\$ 36,952.82
FAP 693	U150				15.49	15.51	0.02	4	1	5	0	14600	2920	0.10	496.00	5.75	\$ 285.20	\$ -	\$ 285.20	\$ 37,238.02
FAP 693	U150				15.51	15.53	0.02	4	1	5	0	14600	2920	0.10	496.00	5.75	\$ 285.20	\$ -	\$ 285.20	\$ 37,523.22
FAP 693	U150				15.53	15.55	0.02	4	1	5	0	14600	2920	0.10	496.00	5.75	\$ 285.20	\$ -	\$ 285.20	\$ 37,808.42
FAP 693	U150				15.55	15.59	0.04	4	1	5	0	14600	2920	0.20	496.00	5.75	\$ 570.40	\$ -	\$ 570.40	\$ 38,378.82
FAP 693	U150			Brown St	15.59	15.61	0.02	4	1	5	0	14600	2920	0.10	496.00	5.75	\$ 285.20	\$ -	\$ 285.20	\$ 38,664.02
FAP 693	U150		Brown St		15.61	15.70	0.09	4	1	5	0	14600	2920	0.45	496.00	5.75	\$ 1,283.40	\$ -	\$ 1,283.40	\$ 39,947.42
FAP 693	U150			White Oak Road	15.70	15.71	0.01	4	1	5	0	14600	2920	0.05	496.00	5.75	\$ 142.60	\$ -	\$ 142.60	\$ 40,090.02
FAP 693	U150		White Oak Road		15.71	15.72	0.01	4	1	5	5	14400	2880	0.05	494.02	5.75	\$ 142.03	\$ 9.49	\$ 151.52	\$ 40,241.54
FAP 693	U150				15.72	15.75	0.03	4	1	5	0	14400	2880	0.15	494.01	5.75	\$ 426.08	\$ -	\$ 426.08	\$ 40,667.62
FAP 693	U150				15.75	15.79	0.04	3	0	3	0	14400	4800	0.12	590.00	5.75	\$ 407.10	\$ -	\$ 407.10	\$ 41,074.72
FAP 693	U150				15.79	15.81	0.02	3	0	3	0	14400	4800	0.06	590.00	5.75	\$ 203.55	\$ -	\$ 203.55	\$ 41,278.27

Part 6 Compensation for Services

LABEL_1	MARKED_RT	ROAD_NAME	From	To	BEG_STA	END_STA	SEG_LENGTH	LNS	LN_SPC_NBR	Total_Lane	MED_TYP	AADT	ADT_per_La	Lane_Miles	Lane_Rate	Factor	Lane Payment	Median Pay	Segment Payment	Cumulative Total
FAP 693	U150				15.81	15.82	0.01	2	0	2	0	14400	7200	0.02	643.98	5.75	\$ 74.06	\$ -	\$ 74.06	\$ 41,352.33
FAP 693	U150			Hinshaw St	15.82	15.85	0.03	2	1	3	0	14400	4800	0.09	590.01	5.75	\$ 305.33	\$ -	\$ 305.33	\$ 41,657.66
FAP 693	U150	HINSHAW AVE	Market St		15.85	15.86	0.01	2	1	3	0	3750	1250	0.03	349.96	5.75	\$ 60.37	\$ -	\$ 60.37	\$ 41,718.03
FAP 693	U150	HINSHAW AVE			15.86	15.88	0.02	2	1	3	0	3750	1250	0.06	350.00	5.75	\$ 120.75	\$ -	\$ 120.75	\$ 41,838.78
FAP 693	U150	HINSHAW AVE			15.88	15.96	0.08	2	0	2	0	3750	1875	0.16	412.50	5.75	\$ 379.50	\$ -	\$ 379.50	\$ 42,218.28
FAP 693	U150	LOCUST ST		Western Ave	15.96	16.14	0.18	2	0	2	0	6200	3100	0.36	505.00	5.75	\$ 1,045.35	\$ -	\$ 1,045.35	\$ 43,263.63
FAP 693	U150	LOCUST ST	Western Ave	Morris Ave	16.14	16.22	0.08	2	0	2	0	6200	3100	0.16	505.00	5.75	\$ 464.60	\$ -	\$ 464.60	\$ 43,728.23
FAP 693	U150	LOCUST ST	Morris Ave	ICRR	16.22	16.32	0.10	2	0	2	0	7100	3550	0.20	527.51	5.75	\$ 606.64	\$ -	\$ 606.64	\$ 44,334.87
FAP 693	U150	LOCUST ST	ICRR	Howard St	16.32	16.35	0.03	2	1	3	0	7100	2367	0.09	461.70	5.75	\$ 238.93	\$ -	\$ 238.93	\$ 44,573.80
FAP 693	U150	LOCUST ST	Howard St		16.35	16.37	0.02	2	0	2	0	7100	3550	0.04	527.47	5.75	\$ 121.32	\$ -	\$ 121.32	\$ 44,695.11
FAP 693	U150	LOCUST ST			16.37	16.38	0.01	2	0	2	0	7100	3550	0.02	527.53	5.75	\$ 60.67	\$ -	\$ 60.67	\$ 44,755.78
FAP 693	U150	LOCUST ST		Catherine Ave	16.38	16.40	0.02	2	0	2	0	7100	3550	0.04	527.47	5.75	\$ 121.32	\$ -	\$ 121.32	\$ 44,877.10
FAP 693	U150	LOCUST ST	Catherine Ave	Allin St	16.40	16.46	0.06	2	1	3	0	7100	2367	0.18	461.70	5.75	\$ 477.86	\$ -	\$ 477.86	\$ 45,354.96
FAP 693	U150	LOCUST ST	Allin St	Oak St	16.46	16.64	0.18	2	0	2	0	7100	3550	0.36	527.50	5.75	\$ 1,091.93	\$ -	\$ 1,091.93	\$ 46,446.88
FAP 693	U150	LOCUST ST	Oak St	Lee St	16.64	16.69	0.05	2	0	2	5	7100	3550	0.10	527.51	5.75	\$ 303.32	\$ 47.44	\$ 350.76	\$ 46,797.64
FAP 693	U150	LOCUST ST	Lee St	Roosevelt Ave	16.69	16.74	0.05	3	0	3	0	5600	1867	0.15	411.70	5.75	\$ 355.09	\$ -	\$ 355.09	\$ 47,152.73
FAP 693	U150	LOCUST ST	Roosevelt Ave	N Center St	16.74	16.84	0.10	3	0	3	0	6100	2033	0.30	428.30	5.75	\$ 738.82	\$ -	\$ 738.82	\$ 47,891.55
FAP 693	U150	LOCUST ST	N Center St	Main St	16.84	16.90	0.06	3	0	3	0	7300	2433	0.18	468.30	5.75	\$ 484.69	\$ -	\$ 484.69	\$ 48,376.24
FAP 693	U150	LOCUST ST	Main St	East St	16.90	16.97	0.07	3	0	3	0	8200	2733	0.21	486.65	5.75	\$ 587.63	\$ -	\$ 587.63	\$ 48,963.87
FAP 693	U150	LOCUST ST	East St	McLean St	16.97	17.17	0.20	2	0	2	0	8200	4100	0.40	555.00	5.75	\$ 1,276.50	\$ -	\$ 1,276.50	\$ 50,240.37
FAP 693	U150	LOCUST ST	McLean St		17.17	17.34	0.17	2	0	2	0	8800	4400	0.34	570.00	5.75	\$ 1,114.35	\$ -	\$ 1,114.35	\$ 51,354.72
FAP 693	U150	LOCUST ST		Clinton St	17.34	17.38	0.04	2	0	2	0	8800	4400	0.08	570.00	5.75	\$ 262.20	\$ -	\$ 262.20	\$ 51,616.92
FAP 693	S009	LOCUST ST	Clinton St		17.38	17.50	0.12	2	0	2	0	8400	4200	0.24	560.00	5.75	\$ 772.80	\$ -	\$ 772.80	\$ 52,389.72
FAP 693	S009	LOCUST ST			17.50	17.51	0.01	2	0	2	0	8400	4200	0.02	560.00	5.75	\$ 64.40	\$ -	\$ 64.40	\$ 52,454.12
FAP 693	S009	LOCUST ST		Linden St	17.51	17.55	0.04	2	0	2	0	8400	4200	0.08	560.00	5.75	\$ 257.60	\$ -	\$ 257.60	\$ 52,711.72
FAP 693	S009	LOCUST ST	Linden St	Colton Ave	17.55	17.75	0.20	2	0	2	0	9000	4500	0.40	575.00	5.75	\$ 1,322.50	\$ -	\$ 1,322.50	\$ 54,034.22
FAP 693	S009	LOCUST ST	Colton Ave		17.75	17.93	0.18	2	0	2	0	9000	4500	0.36	575.00	5.75	\$ 1,190.25	\$ -	\$ 1,190.25	\$ 55,224.47
FAP 693	S009	LOCUST ST		Towanda Ave	17.93	18.03	0.10	2	0	2	0	9000	4500	0.20	575.00	5.75	\$ 661.25	\$ -	\$ 661.25	\$ 55,885.72
FAP 693	S009	TOWANDA AVE	Towanda Ave		18.03	18.13	0.10	3	0	3	2	15500	5167	0.30	603.34	5.75	\$ 1,040.76	\$ 189.75	\$ 1,230.51	\$ 57,116.23
FAP 693	S009	TOWANDA AVE		Towanda Ave	18.13	18.22	0.09	3	0	3	2	15500	5167	0.27	603.34	5.75	\$ 936.69	\$ 170.78	\$ 1,107.46	\$ 58,223.69
FAP 693	S009		Towanda Ave		18.22	18.23	0.01	2	0	2	0	15500	7750	0.02	654.95	5.75	\$ 75.32	\$ -	\$ 75.32	\$ 58,299.01
FAP 693	S009			Empire St	18.23	18.42	0.19	2	0	2	0	15500	7750	0.38	655.00	5.75	\$ 1,431.18	\$ -	\$ 1,431.18	\$ 59,730.18
FAP 730	U051B	CENTER ST	Division St	Kelsey St	4.82	4.84	0.02	2	0	2	0	14100	7050	0.04	641.02	5.75	\$ 147.43	\$ -	\$ 147.43	\$ 59,877.62
FAP 730	U051B	CENTER ST	Kelsey St	Emerson St	4.84	4.95	0.11	2	0	2	0	14100	7050	0.22	641.00	5.75	\$ 810.87	\$ -	\$ 810.87	\$ 60,688.48
FAP 730	U051B	CENTER ST	Emerson St	Seminary St	4.95	5.02	0.07	2	0	2	0	14100	7050	0.14	641.00	5.75	\$ 516.01	\$ -	\$ 516.01	\$ 61,204.49

LABEL_1	MARKED_RT	ROAD_NAME	From	To	BEG_STA	END_STA	SEG_LENGTH	LNS	LN_SPC_NBR	Total_Lane	MED_TYP	AADT	ADT_per_La	Lane_Miles	Lane_Rate	Factor	Lane Payment	Median Pay	Segment Payment	Cumulative Total
FAP 730	U051B	CENTER ST	Seminary St	Empire St	5.02	5.31	0.29	2	0	2	0	14200	7100	0.58	642.00	5.75	\$ 2,141.07	\$ -	\$ 2,141.07	\$ 63,345.56
FAP 730	U051B	CENTER ST	Empire St	Chestnut St	5.31	5.48	0.17	2	0	2	0	17200	8600	0.34	672.00	5.75	\$ 1,313.76	\$ -	\$ 1,313.76	\$ 64,659.32
FAP 730	U051B	CENTER ST	Chestnut St	Locust St	5.48	5.56	0.08	3	0	3	0	13500	4500	0.24	575.00	5.75	\$ 793.50	\$ -	\$ 793.50	\$ 65,452.82
FAP 730	U051B	MADISON ST	Locust St	Center St	5.56	5.61	0.05	3	0	3	0	11800	3933	0.15	546.65	5.75	\$ 471.49	\$ -	\$ 471.49	\$ 65,924.30
FAP 730	U051B	MADISON ST	Center St	Market St	5.61	5.72	0.11	4	0	4	0	11800	2950	0.44	497.50	5.75	\$ 1,258.68	\$ -	\$ 1,258.68	\$ 67,182.98
FAP 730	U051B	MADISON ST	Market St	Jefferson St	5.72	5.86	0.14	4	0	4	0	12100	3025	0.56	501.25	5.75	\$ 1,614.03	\$ -	\$ 1,614.03	\$ 68,797.00
FAP 730	U051B	MADISON ST	Jefferson St	Washington St	5.86	5.91	0.05	4	0	4	0	12100	3025	0.20	501.25	5.75	\$ 576.44	\$ -	\$ 576.44	\$ 69,373.44
FAP 730	U051B	MADISON ST	Washington St	Front St	5.91	5.97	0.06	4	0	4	0	10900	2725	0.24	486.25	5.75	\$ 671.03	\$ -	\$ 671.03	\$ 70,044.47
FAP 730	U051B	MADISON ST	Front St		5.97	6.00	0.03	4	1	5	0	10900	2180	0.15	443.00	5.75	\$ 382.09	\$ -	\$ 382.09	\$ 70,426.55
FAP 730	U051B	MADISON ST			6.00	6.10	0.10	4	0	4	0	10900	2725	0.40	486.25	5.75	\$ 1,118.38	\$ -	\$ 1,118.38	\$ 71,544.93
FAP 730	U051B	MADISON ST		Olive St	6.10	6.12	0.02	4	0	4	0	10900	2725	0.08	486.24	5.75	\$ 223.67	\$ -	\$ 223.67	\$ 71,768.60
FAP 730	U051B	CENTER ST	Olive St		6.12	6.15	0.03	2	0	2	0	10900	5450	0.06	609.00	5.75	\$ 210.11	\$ -	\$ 210.11	\$ 71,978.70
FAP 730	U051B	CENTER ST			6.15	6.16	0.01	2	0	2	0	10900	5450	0.02	609.03	5.75	\$ 70.04	\$ -	\$ 70.04	\$ 72,048.74
FAP 730	U051B	CENTER ST		Alley	6.16	6.17	0.01	2	0	2	0	10900	5450	0.02	609.03	5.75	\$ 70.04	\$ -	\$ 70.04	\$ 72,118.78
FAP 730	U051B	CENTER ST	Alley		6.17	6.21	0.04	2	0	2	0	10900	5450	0.08	609.01	5.75	\$ 280.14	\$ -	\$ 280.14	\$ 72,398.93
FAP 730	U051B	CENTER ST			6.21	6.30	0.09	2	0	2	0	10900	5450	0.18	609.00	5.75	\$ 630.32	\$ -	\$ 630.32	\$ 73,029.24
FAP 730	U051B	CENTER ST		Oakland Ave	6.30	6.33	0.03	2	0	2	0	10900	5450	0.06	609.00	5.75	\$ 210.11	\$ -	\$ 210.11	\$ 73,239.35
FAP 730	U051B	CENTER ST	Oakland Ave	Wood St	6.33	6.49	0.16	2	0	2	0	11400	5700	0.32	614.00	5.75	\$ 1,129.76	\$ -	\$ 1,129.76	\$ 74,369.11
FAP 730	U051B	CENTER ST	Wood St	Lincoln St	6.49	6.83	0.34	2	0	2	0	10100	5050	0.68	601.00	5.75	\$ 2,349.91	\$ -	\$ 2,349.91	\$ 76,719.02
FAP 730	U051B	CENTER ST	Lincoln St	Stewart St	6.83	6.94	0.11	2	0	2	0	10100	5050	0.22	601.00	5.75	\$ 760.27	\$ -	\$ 760.27	\$ 77,479.28
FAP 730	U051B	CENTER ST	Stewart St	Layfayette St	6.94	7.06	0.12	2	0	2	0	10100	5050	0.24	601.00	5.75	\$ 829.38	\$ -	\$ 829.38	\$ 78,308.66
FAP 730	U051B	CENTER ST			7.06	7.07	0.01	2	0	2	0	10100	5050	0.02	600.97	5.75	\$ 69.11	\$ -	\$ 69.11	\$ 78,377.77
FAU 6363	U150	OAKLAND AVE	Clinton St	Clinton St	1.97	2.00	0.03	4	0	4	0	16300	4075	0.12	553.75	5.75	\$ 382.09	\$ -	\$ 382.09	\$ 78,759.86
FAU 6363	U150	OAKLAND AVE	Clinton St	Robinson St	2.00	2.07	0.07	4	0	4	0	16300	4075	0.28	553.75	5.75	\$ 891.54	\$ -	\$ 891.54	\$ 79,651.40
FAU 6363	U150	OAKLAND AVE	Robinson St	Bunn St	2.07	2.10	0.03	4	0	4	0	16300	4075	0.12	553.75	5.75	\$ 382.09	\$ -	\$ 382.09	\$ 80,033.48
FAU 6363	U150	OAKLAND AVE	Bunn St		2.10	2.12	0.02	4	0	4	0	16400	4100	0.08	555.00	5.75	\$ 255.30	\$ -	\$ 255.30	\$ 80,288.78
FAU 6363	U150	OAKLAND AVE			2.12	2.19	0.07	4	0	4	0	16400	4100	0.28	555.00	5.75	\$ 893.55	\$ -	\$ 893.55	\$ 81,182.33
FAU 6363	U150	OAKLAND AVE		McClun St	2.19	2.20	0.01	4	0	4	0	16400	4100	0.04	555.00	5.75	\$ 127.65	\$ -	\$ 127.65	\$ 81,309.98
FAU 6363	U150	OAKLAND AVE	McClun St		2.20	2.21	0.01	4	0	4	5	16400	4100	0.04	555.00	5.75	\$ 127.65	\$ 9.49	\$ 137.14	\$ 81,447.12
FAU 6363	U150	OAKLAND AVE		Hannah St	2.21	2.28	0.07	4	0	4	5	16400	4100	0.28	555.00	5.75	\$ 893.55	\$ 66.41	\$ 959.96	\$ 82,407.08
FAU 6401	U150	CLINTON ST	Empire St		1.82	1.88	0.06	2	0	2	5	9000	4500	0.12	575.00	5.75	\$ 396.75	\$ 56.93	\$ 453.68	\$ 82,860.76
FAU 6401	U150	CLINTON ST		Walnut St	1.88	1.91	0.03	2	0	2	0	9000	4500	0.06	574.98	5.75	\$ 198.37	\$ -	\$ 198.37	\$ 83,059.13
FAU 6401	U150	CLINTON ST	Walnut St		1.91	2.02	0.11	2	0	2	0	9500	4750	0.22	587.50	5.75	\$ 743.19	\$ -	\$ 743.19	\$ 83,802.31
FAU 6401	U150	CLINTON ST			2.02	2.03	0.01	2	0	2	5	9500	4750	0.02	587.53	5.75	\$ 67.57	\$ 9.49	\$ 77.05	\$ 83,879.37
FAU 6401	U150	CLINTON ST		Locust St	2.03	2.06	0.03	2	1	3	5	9500	3167	0.09	508.34	5.75	\$ 263.07	\$ 28.46	\$ 291.53	\$ 84,170.90

Part 6 Compensation for Services

LABEL_1	MARKED_RT	ROAD_NAME	From	To	BEG_STA	END_STA	SEG_LENGTH	LNS	LN_SPC_NBR	Total Lane	MED_TYP	AADT	ADT_per_La	Lane_Miles	Lane_Rate	Factor	Lane Payment	Median Pay	Segment Payment	Cumulative Total
FAU 6401	U150	CLINTON ST	Locust St		2.06	2.09	0.03	2	0	2	5	11200	5600	0.06	612.01	5.75	\$ 211.14	\$ 28.46	\$ 239.61	\$ 84,410.50
FAU 6401	U150	CLINTON ST			2.09	2.11	0.02	2	0	2	5	11200	5600	0.04	611.99	5.75	\$ 140.76	\$ 18.98	\$ 159.73	\$ 84,570.24
FAU 6401	U150	CLINTON ST		Mulberry St	2.11	2.13	0.02	2	0	2	0	11200	5600	0.04	611.99	5.75	\$ 140.76	\$ -	\$ 140.76	\$ 84,710.99
FAU 6401	U150	CLINTON ST	Mulberry St		2.13	2.27	0.14	2	0	2	0	11200	5600	0.28	612.00	5.75	\$ 985.32	\$ -	\$ 985.32	\$ 85,696.31
FAU 6401	U150	CLINTON ST		Monroe St	2.27	2.30	0.03	2	1	3	0	11200	3733	0.09	536.65	5.75	\$ 277.72	\$ -	\$ 277.72	\$ 85,974.03
FAU 6401	U150	CLINTON ST	Monroe St	Jefferson St	2.30	2.35	0.05	2	1	3	5	11200	3733	0.15	536.65	5.75	\$ 462.86	\$ 47.44	\$ 510.30	\$ 86,484.33
FAU 6401	U150	CLINTON ST	Jefferson St	Washington St	2.35	2.41	0.06	2	1	3	0	11200	3733	0.18	536.65	5.75	\$ 555.43	\$ -	\$ 555.43	\$ 87,039.76
FAU 6401	U150	CLINTON ST	Washington St	Grove St	2.41	2.53	0.12	2	1	3	5	9700	3233	0.36	511.65	5.75	\$ 1,059.12	\$ 113.85	\$ 1,172.97	\$ 88,212.73
FAU 6401	U150	CLINTON ST	Grove St		2.53	2.61	0.08	2	1	3	5	9700	3233	0.24	511.65	5.75	\$ 706.08	\$ 75.90	\$ 781.98	\$ 88,994.70
FAU 6401	U150	CLINTON ST			2.61	2.62	0.01	2	1	3	0	9700	3233	0.03	511.68	5.75	\$ 88.26	\$ -	\$ 88.26	\$ 89,082.97
FAU 6401	U150	CLINTON ST			2.62	2.65	0.03	2	0	2	0	9700	4850	0.06	592.51	5.75	\$ 204.42	\$ -	\$ 204.42	\$ 89,287.38
FAU 6401	U150	CLINTON ST			2.65	2.71	0.06	2	0	2	0	9700	4850	0.12	592.49	5.75	\$ 408.82	\$ -	\$ 408.82	\$ 89,696.20
FAU 6401	U150	CLINTON ST		Felton PL	2.71	2.75	0.04	2	0	2	0	9700	4850	0.08	592.50	5.75	\$ 272.55	\$ -	\$ 272.55	\$ 89,968.75
FAU 6401	U150	CLINTON ST	Felton PL	Oakland Ave	2.75	2.80	0.05	2	1	3	0	9700	3233	0.15	511.66	5.75	\$ 441.31	\$ -	\$ 441.31	\$ 90,410.06
FAU 6406	U150	HANNAH ST	Oakland Ave		0.00	0.04	0.04	2	1	3	0	9000	3000	0.12	500.00	5.75	\$ 345.00	\$ -	\$ 345.00	\$ 90,755.06
FAU 6406	U150	HANNAH ST			0.04	0.06	0.02	2	0	2	0	9000	4500	0.04	575.00	5.75	\$ 132.25	\$ -	\$ 132.25	\$ 90,887.31
FAU 6406	U150	HANNAH ST			0.06	0.08	0.02	2	0	2	5	9000	4500	0.04	575.00	5.75	\$ 132.25	\$ 18.98	\$ 151.23	\$ 91,038.53
FAU 6406	U150	HANNAH ST		Bell St	0.08	0.12	0.04	2	1	3	5	9000	3000	0.12	500.00	5.75	\$ 345.00	\$ 37.95	\$ 382.95	\$ 91,421.48
FAU 6406	U150	HANNAH ST	Bell St		0.12	0.16	0.04	2	1	3	5	9000	3000	0.12	500.00	5.75	\$ 345.00	\$ 37.95	\$ 382.95	\$ 91,804.43
FAU 6406	U150	HANNAH ST		Croxtan Ave	0.16	0.28	0.12	2	0	2	0	9000	4500	0.24	575.00	5.75	\$ 793.50	\$ -	\$ 793.50	\$ 92,597.93

LN_SPC_NBR Number of Special Lanes (Left Turn, Right turn etc.)

Grand Total

\$ 92,597.93

MED_TYP
 2 - Curbed Median
 5 - Flush Median
 7 - Flush Median

FILE COPY



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

July 21, 2005

Honorable Stephen Stockton
Mayor of the City of Bloomington
P.O. Box 3157
109 E. Olive
Bloomington, IL 61702-3157

Dear Honorable Stockton:

The State of Illinois, acting through its Department of Transportation, wishes to enter into an Intergovernmental Agreement for the Municipal Maintenance of State Highways with your municipality. The new agreement would become effective on July 1, 2005. Thereafter, the agreement would be extended by mutual agreement between this Department and your municipality in twelve month increments through June 30, 2015.

A new computation sheet(s) for FY2006 is enclosed. The adjustment factor used to determine the rates of compensation shown on the Computation Sheet is 4.29. In addition, the computation sheet has been reviewed to insure your municipality is being compensated correctly for the state highways it maintains.

The Department will reimburse your municipality \$61,929.11 as compensation for the satisfactory maintenance and operation of the streets in accordance with the terms of this new Agreement.

Please sign both enclosed copies of the Intergovernmental Agreement and return them to our District Three office at Illinois Department of Transportation, 700 East Norris Drive, Ottawa, IL 61350, Attn: Kathy Bishop. After the Agreement is signed, our Springfield office will return a copy to you for your files.

If you any questions or if we can be of any assistance, please contact Kathy Bishop at 815-434-8507.

Sincerely,

A handwritten signature in black ink that reads "Gregory Mounts" with a small mark at the end.

Gregory L. Mounts, P.E.
Deputy Director of Highways
Region Two Engineer

Enclosure



Illinois Department of Transportation

Intergovernmental Agreement

Governmental Body Name City of Bloomington			
Address P.O. Box 3157 - 109 E. Olive			
City, State, Zip Bloomington, IL 61702-3157			
Remittance Address (if different from above)			
City, State, Zip			
Telephone Number 309-434-2210	Fax Number 309-434-2802	FEIN/TIN	
Brief Description of Service (full description specified in Part 5) Local Agency Maintenance of State Highways			
Compensation Method (full details specified in Part 6)	Travel Expense <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Agreement Term From: July 1, 2005
Total Compensation Amount \$61,929.11	Travel Amount \$0.00	Advance Pay <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	To: June 30, 2015

753,603.84

REQUIRED SIGNATURES

By signing below, GOVERNMENTAL BODY and DEPARTMENT agree to comply with and abide by all provisions set forth in Parts 1-6 herein and any Appendices thereto.

FOR THE GOVERNMENTAL BODY:

Steph F. Crockton
Signature of Authorized Representative

Steph F. Crockton 08/09/05
Type of Print Name of Authorized Representative Date

FOR THE DEPARTMENT:

Gregory Mounts
Gregory L. Mounts, Deputy Director of Highways, Region 2 Engineer,
Milton R. Sees

Ann L. Schneider
Chief Counsel (Approved as to form)
Ann L. Schneider

Ann L. Schneider
Director of Finance & Administration

Milton R. Sees
Director, Division of Highways

Timothy W. Martin 6/20/05
Timothy W. Martin, Secretary of Transportation Date



Illinois Department of Transportation

INTERGOVERNMENTAL AGREEMENT

FOR

MUNICIPAL MAINTENANCE OF STATE HIGHWAYS

This Agreement is by and between

City of Bloomington

Please type or print legibly GOVERNMENTAL BODY'S legal name and address

P.O. Box 3157

109 E. Olive

Bloomington, IL 61702-3157

hereinafter called the GOVERNMENTAL BODY, and the State of Illinois, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT.

Part 1	Scope/Compensation/Term
Part 2	General Provisions
Part 3	Specific Provisions
Part 4	Scope of Services/Responsibilities
Part 5	Compensation for Services
Part 6	Computation Sheet – Municipal Maintenance

PART 1

SCOPE / COMPENSATION / TERM

- A. **Scope of Services and Responsibilities.** The DEPARTMENT and the GOVERNMENTAL BODY agree to operate and maintain the streets covered by this agreement in the best interests of the people of the State of Illinois.
- B. **Compensation.** Compensation (if any) shall be as specified in Part 5.
- C. **Term of Agreement.** The term of this Agreement shall be from July 1, 2005 to June 30, 2015.
- D. **Amendments.** All changes to this Agreement must be mutually agreed upon by DEPARTMENT and GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.
- E. **Renewal.** This Agreement may be renewed upon written agreement by the parties.

**PART 2
GENERAL PROVISIONS**

- A. Changes.** If any circumstance or condition in this Agreement changes, GOVERNMENTAL BODY must notify the DEPARTMENT in writing within seven days.
- B. Compliance/Governing Law.** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.
- C. Non-Appropriation.** This Agreement is subject to termination and cancellation in any year for which the General Assembly or the United States Congress fails to make an appropriation to make payments under the terms of the Agreement.
- D. Records Inspection.** The DEPARTMENT or a designated representative shall have access to GOVERNMENTAL BODY'S work and applicable records whenever it is in preparation or progress, and the GOVERNMENTAL BODY shall provide for such access and inspection.
- E. Records Preservation.** The GOVERNMENTAL BODY, shall maintain for a minimum of **three years** after the completion of the Agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement.
- F. Subcontracting/Selection Procedures/Employment of Department Personnel.** Subcontracting, assignment or transfer of all or part of the interests of the GOVERNMENTAL BODY concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the DEPARTMENT.

Competitive selection procedures shall be used for products or services having a total value of more than \$10,000. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used. The procurement through solicitation of a proposal from only one source is allowed only if the products or services are available only from a single source; the DEPARTMENT authorizes such a procedure; or, after solicitation of a number of sources, competition is determined inadequate. The GOVERNMENTAL BODY shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

GOVERNMENTAL BODY will not employ any person or persons currently employed by the DEPARTMENT for any work required by the terms of this Agreement.

**PART 3
SPECIFIC PROVISIONS**

- A. Invoices.** The amount shown on each invoice shall be in accordance with the rates established in Part 6 Compensation for Services. All non-labor costs, if allowable, shall be listed and itemized.

Any invoices/bills issued by the GOVERNMENTAL BODY to the DEPARTMENT pursuant to this Agreement shall be sent to the following address:

Region 2, District 3 Bureau of Operations

All invoices shall be signed by an authorized representative of the GOVERNMENTAL BODY.

B. Billing and Payment. All invoices for services performed and expenses incurred by GOVERNMENTAL BODY prior to July 1st of each year must be presented to the DEPARTMENT no later than July 31 of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to GOVERNMENTAL BODY on invoices presented after said date. Failure by GOVERNMENTAL BODY to present such invoices prior to said date may require GOVERNMENTAL BODY to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARTMENT will send all payments to the GOVERNMENTAL BODY's remittance address listed in this Agreement.

C. Termination. If the DEPARTMENT is dissatisfied with the GOVERNMENTAL BODY'S performance or believes that there has been a substantial decrease in the GOVERNMENTAL BODY'S performance, the DEPARTMENT may give written notice that remedial action shall be taken by the GOVERNMENTAL BODY within seven (7) calendar days. If such action is not taken within the time afforded, the DEPARTMENT may terminate the Agreement by giving seven (7) days written notice to the GOVERNMENTAL BODY. Additionally, the **Department** may terminate the Agreement by giving **thirty (30)** days written notice. In either instance, the GOVERNMENTAL BODY shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, based upon the payment terms set forth in the Agreement.

D. Location of Service. Service to be performed by the GOVERNMENTAL BODY shall be performed as described in Part 5.

E. Ownership of Documents/Title to Work.

[Not applicable to this Agreement.]

F. Software.

[Not applicable to this Agreement.]

G. Confidentiality Clause.

[Not applicable to this Agreement.]

H. Reporting/Consultation. The GOVERNMENTAL BODY shall notify and consult with the DEPARTMENT as described in Part 5.

I. Travel Expenses. No expenses for travel, lodging, or per diem shall be paid by the DEPARTMENT pursuant to this Agreement.

J. Indemnification. Unless prohibited by State law, the GOVERNMENTAL BODY agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on any alleged injury or damage of any type arising from the actions or inactions of the GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.

K. Equal Employment Opportunities, Affirmative Action, Sexual Harassment. The GOVERNMENTAL BODY will comply with the Illinois Human Rights Act with respect to public contracts, including equal employment opportunity, refraining from unlawful discrimination and having a written sexual harassment policy.

PART 4
SCOPE OF SERVICE/RESPONSIBILITIES

The GOVERNMENTAL BODY agrees to operate and maintain specific portions of the State Highway system including, but not limited to, all routine surface and pothole repairs, temporary full-depth patches, expansion bump removal on bituminous surfaces, crack and joint sealing, cleaning and litter pickup, snow and ice control and all other routine operational services. Median maintenance, when applicable, shall consist of sweeping, litter pickup, mowing and routine surface repairs.

In addition, the GOVERNMENTAL BODY agrees to permit no cuts or openings in the curbs or pavements of the streets covered by this agreement without prior written approval of the DEPARTMENT. The GOVERNMENTAL BODY will take all necessary measures (including legal action) to require utility owners or permit holders to restore, repair, adjust and maintain any and all pavement cuts, curb openings, utility frames and municipal frames and grates or covers disturbed by settlement, construction or repair under permit. Said restoration, repairs, adjustments and maintenance will be performed by the utility owner or permit owner at no expense to the DEPARTMENT in a manner that meets the DEPARTMENT'S regulations and standards.

The GOVERNMENTAL BODY agrees that, except in extreme emergencies, it will not undertake or authorize repairs not covered by this agreement, at the expense of the DEPARTMENT, without securing prior written approval of the DEPARTMENT.

PART 5
COMPENSATION FOR SERVICES

- A. Cost. The DEPARTMENT shall calculate eligible compensation for services in accordance with the Bureau of Operations Maintenance Policy Manual, Section 11 – Municipal Maintenance of State Highways.

The DEPARTMENT will pay the GOVERNMENTAL BODY in quarterly installments, on or about September 30, December 31, March 31 and June 30 of each fiscal year (July 1st through June 30th), subject to an inspection for satisfactory maintenance and operation of covered streets by the DEPARTMENT.

- B. Billing. The GOVERNMENTAL BODY shall submit to the DEPARTMENT an Invoice Voucher in the amount of one-quarter of the annual payment, according to the calculations of lane miles in Part 6, Computation Sheet – Municipal Maintenance. The Invoice Voucher shall be sent to the following address:

**Illinois Department of Transportation
Region 2, District 3
Attn: Kathy Bishop
700 East Norris Drive
Ottawa, IL 61350**

- C. Escalation. Subject to availability of funds, the DEPARTMENT will adjust the rate of compensation annually (beginning July 1) for the second and subsequent 12-month period to reflect changes in miles maintained and costs. The cost adjustment factor used to determine the rates of compensation will be the percent change of the Construction Cost Index published in the Engineering News Record for the preceding calendar year.

Bloomington

4.29

07/01/05 to 06/30/06

Route	Stations	Street	From	To	length/ ft.	lanes	median in feet	ADT	ADT/ LANE	lane miles	total
US 51 FAP 730 ALT	0.13 - 0.93	Main Street NB	Lafayette Street	S end of Bridge	3,807	3	0	14,900	4,967	2.2	5552.27
	0.93	Main Street NB	South end Bridge	North end Bridge	825	2	0	14,900	7,450	0.3	870.07
	0.93 - 1.65	East Street NB	N end of Bridge	Locust Street	3,300	4	0	15,500	3,875	2.5	5831.72
	1.65 - 2.38	Main Street NB	Locust Street	Division Street	3,839	3	0	18,100	6,033	2.2	5807.93
US 51 FAP 730	4.82 - 5.48	Center Street SB	Division Street	Chestnut Street	3,500	2	0	19,900	9,950	1.3	3975.56
	5.48 - 5.56	Center Street SB	Chestnut Street	Locust Street	404	3	0	17,200	5,733	0.2	605.29
	5.56 - 6.03	Madison Street SB	Locust Street	Olive Street	2,810	4	0	17,200	4,300	2.1	5159.86
	6.03 - 7.07	Center Street SB	Olive Street	Lafayette Street	5,060	2	0	12,300	6,150	1.9	5122.62
IL 9 FAP 693 ALT	0.10 - 0.88	Empire Street WB	Towanda Avenue	Clinton Street	4,136	2	0	10,800	5,300	1.6	4072.93
9/150 FAP 693 ALT	0.88 - 1.57	Empire Street WB	Clinton Street	Lee Street	3,620	2	0	10,800	5,300	1.4	3564.80
9/150 FAP 693 ALT	1.57 - 1.83	Lee Street WB	Empire Street	Locust Street	1,320	2	0	6,200	3,100	0.5	1083.23
9/150 FAP 693	15.85 - 15.96	Hinshaw Street	Market Street	Locust Street	570	2	0	6,500	3,250	0.2	474.70
9/150 FAP 693	15.96 - 16.69	Locust Street	Hinshaw Street	Lee Street	3,840	2	0	8,200	4,100	1.5	3463.20
IL 9 FAP 693 &	16.69 - 17.05	Locust Street EB	Lee Street	Prarie Street	1,840	3	0	11,400	3,800	1.0	2421.90
US 150 FAP 693	17.05 - 17.38	Locust Street EB	Prarie Street	Clinton Street	1,780	2	0	11,400	5,700	0.7	1776.00
IL 9 FAP 693	17.38 - 18.03	Locust Street EB	Clinton Street	Towanda Avenue	3,454	2	0	18,000	9,000	1.3	3816.67
IL 9 FAP 693	18.03 - 18.42	Towanda Avenue	Locust Street	Empire Street	1,450	2		18,700	9,350	0.5	1618.74
							1,450			0.3	388.78
US 150 FAU 6401	1.82 - 2.80	Clinton Street	Empire Street	Oakland Avenue	5,139	2	0	4,900	2,450	1.9	2271.44
FAU 6383	1.97 - 2.28	Oakland Avenue	Clinton Street	Hannah Street	1,630	4	0	10,500	2,625	1.2	2549.42
FAU 6406	0.00 - 0.28	Hannah Street	Oakland Avenue	Croxton Street	1,580	2	0	9,700	4,850	0.6	1501.99
					53,884						61929.11
Centerline Miles					10.20530						

Jim,

Something the City Council might want to consider while reviewing this maintenance agreement is “What level of service do your residents expect?”. The motorists often don’t know (and possibly don’t care) whose roadway it is – they just want it maintained. For instance, during the winter if the city’s plows are closer and in a position to clear the roadway before the District’s trucks can get to it, wouldn’t the city’s inhabitants want that? Once the snow is on the roads, all the motorists want is for the snow and ice to be cleared. They don’t care who does it. These agreements give the city permission to go ahead and get it done, possibly more quickly than the District can get to it, and IDOT will compensate the city for their trouble. While the Department is committed to expediently keeping all of its roadways clear, the Department’s priority always has been, and will continue to be, the interstate highways. Many municipalities recognize this and therefore agree to take on that responsibility and accept additional funding from the Department to maintain these roadways in their community.

One other important consideration - The Department has agreed to continue the municipal maintenance agreements with those municipalities that already have them. We are not accepting any new municipalities into the program. If Bloomington decides that they don’t want to continue the agreement, then changes their mind, it is uncertain if the city will be allowed back into the program. The funding is available now for the 10 year cycle. Unlike a jurisdictional transfer, which also comes with money, the municipality is not responsible for long term maintenance. The Department will continue to be responsible for full depth patching, resurfacing, and if needed, reconstruction. With the municipal maintenance agreements, we are trying to help each other out for the benefit of the city’s citizens.

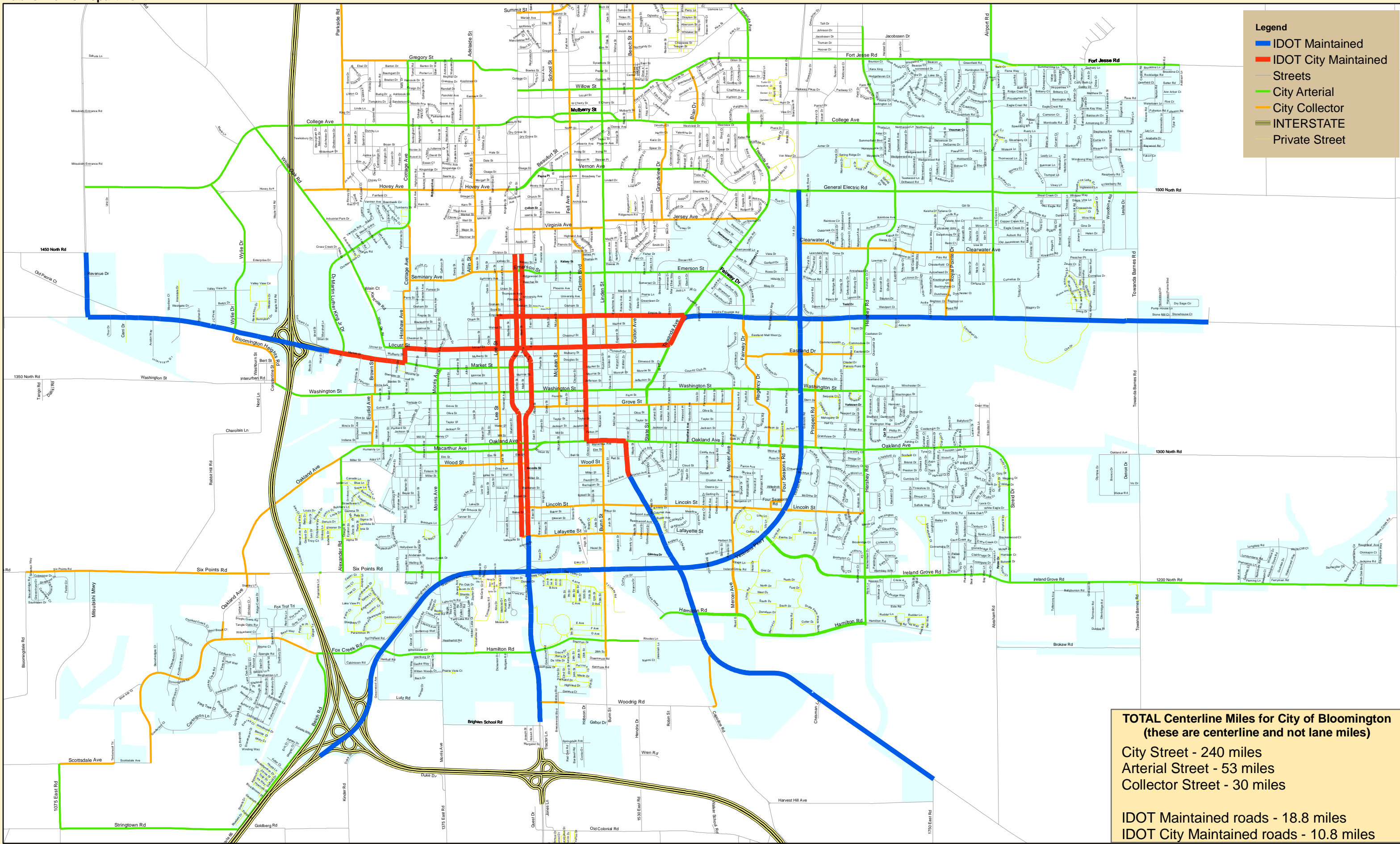
If you have additional questions, please let us know. We look forward to continuing our agreement with you.

Amy E

Amy J. Eller, P.E.
Acting Engineer of Operations

Bureau of Operations
Illinois Department of Transportation
2300 South Dirksen Parkway
Springfield, Illinois 62764
(217)782-7231

City Centerline Mile Map



- Legend**
- Blue line: IDOT Maintained
 - Orange line: IDOT City Maintained
 - Grey line: Streets
 - Green line: City Arterial
 - Yellow line: City Collector
 - Brown line: INTERSTATE
 - Grey line: Private Street

TOTAL Centerline Miles for City of Bloomington
(these are centerline and not lane miles)

City Street - 240 miles
Arterial Street - 53 miles
Collector Street - 30 miles

IDOT Maintained roads - 18.8 miles
IDOT City Maintained roads - 10.8 miles