



**CITY COUNCIL MEETING AGENDA  
CITY COUNCIL CHAMBERS  
109 E. OLIVE STREET, BLOOMINGTON, IL 61701  
MONDAY, OCTOBER 12, 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 Odemaris Mancilla-Sibaja be appointed to the Human Relations Commission
- “Consent Agenda”**
- (All items under the Consent Agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member, City Manager or Corporation Counsel so requests, in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda, which is Item #8.*
- The City’s Boards and Commissions hold Public Hearings prior to some Council items appearing on the Council’s Meeting Agenda. Persons who wish to address the Council should provide new information which is pertinent to the issue before them.)*
- A. Consideration of approving the Council Minutes of September 28, 2015, and the October 12, 2012 City Council Work Session Meeting. *(Recommend that the reading of the minutes of the previous Council Minutes of September 28, 2015, and the October 12, 2012 City Council Work Session Meeting, be dispensed with and the minutes approved as printed).*

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

- B. Consideration of approving Bills, Payroll and Electronic Transfers. *(Recommend that the bills payroll, and electronic transfers be allowed and orders drawn on the Treasurer for the various amounts as funds are available.)*
- C. Consideration of approving an Appointment to the Human Relations Commission. *(Recommend that Odemaris Mancilla-Sibaja be appointed to the Human Relations Commission.)*
- D. Consideration of approving an Intergovernmental Agreement with District 87 for the Provision of Salt during 2015/2016 Winter Season at a cost of \$66.60 per ton. *(Recommend that the Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- E. Consideration of approving an Annual Maintenance Agreement with Sentinel Technologies Inc., for City-wide Network and VoIP Telephone Infrastructure in the amount of \$86,752.00. *(Recommend that the agreement with Sentinel Technologies Inc., Springfield, IL for hardware/software maintenance, troubleshooting, configuration assistance and remote monitoring of network and VoIP (voice over internet protocol) infrastructure, in the amount of \$86,752.00 for second of five years, be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- F. Consideration of adopting a Resolution with Illinois Department of Transportation (IDOT) approving the Allocation of Motor Fuel Tax Funds for Professional Engineering Services for Design and Construction Plan Preparation of Linden Street Bridge Rehabilitation (Ward 4) in the amount of \$221,000. *(Recommend that the Resolution with IDOT for Improvement by Municipality Under the Illinois Highway Code for Engineering Design of Linden Street Bridge Rehabilitation in the amount of \$221,000.00 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- G. Consideration of approving a Lake Bloomington Lease Transfer Petition for Lot 7, Block of Camp Kickapoo, from Julia Plattner to Andrew and Ashley Netzer. *(Recommend that Council approves the Lake Bloomington Lease Transfer from Julia Plattner to Andrew and Ashley Netzer and authorize the Mayor and City Clerk to execute the necessary documents.)*

## **7. “Regular Agenda”**

### **A. Police Officer Body-Worn Cameras**

- a. Legislative Overview of Law Enforcement Officer-Worn Body Camera Act  
*(Corporate Counsel Jeff Jurgens, 10 minute Presentation)*

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b. Body-Worn Cameras An Overview Presentation (*Police Chief Brendan Heffner, 10 minutes Presentation*)

c. Interlocal Agreement between the City of Bloomington and McLean County for the purpose of accepting the 2015 Edward Byrne Memorial Grant (JAG) Program Award in the amount of \$28,818 to be used to purchase equipment which will integrate with the existing in-car camera system. (*Recommend that the Interlocal Agreement between the City of Bloomington and McLean County for the purpose of accepting the 2015 Edward Byrne Memorial Grant (JAG) Program Award in the amount of \$28,818 to be used to purchase equipment Body-Worn Cameras which will integrate with the existing in-car camera system be approved, and authorize the Mayor and City Clerk to execute the necessary documents.*) (10 minutes Discussion)

B. Consideration of adopting a Resolution approving the City of Bloomington Sidewalk Master Plan. (*Jim Karch, Public Works Director 5 minute presentation, Council discussion 10 minutes*).

- 8. City Manager's Discussion**
- 9. Mayor's Discussion**
- 10. City Aldermen's Discussion**
- 11. Executive Session – *Cite Section***
- 12. Adjournment**
- 13. Notes**

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



**CONSENT AGENDA ITEM: 7A**

FOR COUNCIL: October 12, 2015

**SUBJECT:** Consideration of approving the Council Minutes of September 28, 2015 and the October 22, 2012 City Council Work Session Meeting.

**RECOMMENDATION/MOTION:** That the reading of the minutes of the previous Council Proceedings of September 28, 2015 and the October 22, 2012 City Council Work Session Meeting, be dispensed with and the minutes approved as printed.

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

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

**BACKGROUND:** The Council Minutes of September 28, 2015, and the October 22, 2012 City Council Work Session Meeting, have been reviewed and certified as correct and complete by the City Clerk.

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

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

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

**FINANCIAL IMPACT:** Not applicable.

Respectfully submitted for Council consideration.

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

Recommended by:

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

David A. Hales, City Manager

**Attachments:**

- Draft Council Minutes for September 28, 2015
- Draft Council Work Session Minutes for October 22, 2015

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Motion: That the reading of the minutes of the previous Council Proceedings of September 28, 2015, and the October 22, 2012 City Council Work Session Meeting 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			

**REGULAR CITY COUNCIL MEETING SESSION  
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL  
OF BLOOMINGTON, ILLINOIS  
MONDAY, SEPTEMBER 28; 7:00 P.M.**

**1. Call to order**

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, September 28, 2015. The meeting was called to order by Mayor Renner.

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

The meeting was opened by Pledging Allegiance to the flag followed by a moment of silent prayer.

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

Mayor Renner requested those present to remain standing for a moment of silent prayer.

**4. Roll Call**

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

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

David Hales, City Manager; Cherry Lawson, City Clerk; and Jeffery Jurgens, Corporate Counsel; Steve Rasmussen, Asst. City Manager; and other city staff were also present.

**5. Public Comment**

Mayor Renner opened the meeting to receive Public Comment. He added that there would not be a response from the City under the Public Comment portion of the meeting.

Mayor Renner noted that fourteen (14) Public Comment Cards were received.

The following individuals provided comments during Public Comment:

Joe Walden  
William C. Rau  
Patricia Martin  
Gary Lambert  
Alton Franklin  
Judy Stearns

## 6. Recognition/Appointments

The following was presented:

Item 6A. Presentation by Bloomington Firefighter Local #49 to the Muscular Dystrophy Association of a check in the amount of ~~\$21,995.79~~.

Item 6B. Appointment of Leslie Riette Clay to the Human Relations Commission.

## 7. "Consent Agenda"

Mayor Renner called on the Council to see whether any items needed to be pulled from the Consent Agenda for further discussion. No items were pulled by the Council.

**Motion by Alderman Schmidt, seconded by Alderman Black move to approve the items on the Consent Agenda.**

**Ayes: Kevin Lower, David Sage, Diana Hauman, Amelia Buragas, Scott Black, Joni Painter, Mboka Mwilambwe, Jim Fruin and Karen Schmidt.**

**Nays: None.**

**Motion carried.**

The following items were presented:

**Item 7A: Consideration of approving the Council Proceedings of September 14, 2015.** *(Recommend that the reading of the minutes of the previous Council Proceedings of September 14, 2015, be dispensed with and the minutes approved as printed).*

**Item 7B: Consideration of approving Bills, Payroll and Electronic Transfers.** *(Recommend that the bills payroll, and electronic transfers be allowed and orders drawn on the Treasurer for the various amounts as funds are available.)*

**Item 7C: Consideration of approving an Appointment to the Human Relations Commission.** *(Recommend that Leslie Riette Clay be appointed Human Relations Commission.)*

**Item 7D: Consideration of review, analysis of Bids, and the approval of Contracts with vendors for supply and delivery of various Water Treatment Chemicals (Bid No. 2016-25).** *(Recommend that the staff recommendations be accepted, that the contracts with the responsive low bidders through Bid No. 2016-25 in the amounts and for the terms shown in the table below be approved, that the liquid chlorine agreement, which is being presented as year two of a three year agreement with no price increases, and hydrofluosilicic acid, which is being presented as year three of a three year agreement with no price increases, be approved and authorize the City Manager and City Clerk to execute the necessary documents.)*

**Item 7E: Consideration of approving an application from Freedom Oil Company, d/b/a Freedom Oil #21, located at 1801 S. Veterans Pkwy., requesting a GPBS liquor license which would allow the sale of packaged beer and wine only for consumption off the premises seven (7) days a week.** *(Recommend that the application from Freedom Oil Company, d/b/a Freedom Oil #21, located at 1801 S. Veterans Pkwy., requesting a GPBS liquor license which would allow the sale of packaged beer and wine only for consumption off the premises seven (7) days a week be approved, the Mayor and City Clerk authorized to executed the necessary documents.)*

**Item 7F: Consideration of approving an Ordinance Amending Fiscal Year 2016 Budget for Community Development Block Grant (CDBG) Illinois Housing Development Authority (IHDA) Abandoned Property Program (APP) grant in the amount of \$6,603.14.** *(Recommend that Council approve the Ordinance Amending Fiscal Year 2016 Budget for Community Development Block Grant (CDBG) Illinois Housing Development Authority (IHDA) Abandoned Property Program (APP) grant in the amount of \$6,603.14, and authorize the Mayor and City Clerk to execute the necessary documents.)*

**Item 7G: Consideration of adoption of an ordinance for Case No. PS-05-15 Petition requesting approval of an Amended and Reinstated Preliminary Plan for Cedar Ridge Subdivision for the property located east of US Rt. 51, west of Hendrix Dr., and north of I-74 consisting of approximately 129.2 acres.** *(Recommend that an ordinance for Case No. PS-05-15 Petition requesting approval of an Amended and Reinstated Preliminary Plan for Cedar Ridge Subdivision for the property located east of US Rt. 51, west of Hendrix Dr., and north of I-74 consisting of approximately 129.2 acres be approved, and authorize the Mayor and City Clerk to execute the necessary documents.)*

## **8. “Regular Agenda”**

The following was presented:

**Item 8A: Consideration of review and approval of funding a portion of the Shoreline Stabilization and Fish Habitat Installation at North Park, Lake Bloomington through the City’s Intergovernmental Agreement with McLean County, the Town of Normal and the McLean County Soil and Water Conservation Office.** *(Recommend that the expenditure of \$129,220 be approved for stabilizing 1,750 feet of shoreline on Lake Bloomington through the Watershed Conservation intergovernmental agreement and the Procurement Manager be authorized to issue a Purchase Order.) (Bob Yehl, Director of the Water Department, 5 minutes Presentation, and Council Discussion 10 minutes)*

Water Department Director Bob Yehl provided a brief overview of this item stating, this cooperative effort would entail the funding of a \$149,220 project with \$20,000 coming from a U.S. Fish and Wildlife Service Reservoir Fisheries Habitat grant to the Friends of EverBloom and \$129,220 coming from the City of Bloomington Water Improvement Fund. The project will be managed by the McLean County Soil and Water Conservation District under the Watershed Conservation intergovernmental agreement. The McLean County Soil and Water Conservation



District indicated that there were three plan holders, though only one bid was received. The sole bid received was from Boyle Excavating, Inc.

This project will utilize a proven mitigation effort (shoreline protection) that is part of the IEPA's strategy to reduce phosphorous in the City's drinking water reservoirs. The North Park project was originally budgeted for FY2015, but was carried over, due to unfavorable water level conditions last fall.

The project will increase fish habitat, in addition to mitigating the problems of sedimentation and nutrients that have been determined to impair water quality in the reservoirs.

The shoreline stabilization along North Park is a continuation of many years of work on improving the quality of the City's drinking water reservoirs. Starting in 2005, the Illinois Environmental Protection Agency conducted a Source Water Assessment and a Total Maximum Daily Load ("TMDL") analysis of the Lake Bloomington reservoir. A TMDL is the greatest amount of a given contaminant that a reservoir can receive without violating water quality standards and designated uses.

The water quality in Lake Bloomington is impaired by phosphorous, which can stimulate the growth of algae within the reservoir eventually resulting in low dissolved oxygen levels and the proliferation of nuisance organisms. Phosphorous can come from many sources but one known source is completely natural in that phosphorous can be released into the reservoir from soil that has eroded from the shoreline. To minimize the phosphorous load into the reservoir, shoreline erosion must be reduced. Shoreline stabilization is specified as a mitigation technique in our watershed management plans.

This project was competitively bid and will be administered by the McLean County Soil and Water Conservation Office utilizing the Water Conservationist that the City funds the majority of that position through our Intergovernmental Agreement with McLean County, the Town of Normal and the McLean County Soil and Water Conservation Office.

Staff; therefore, respectfully requests the Council authorize the expenditure of \$129,220 of this \$149,220 project. The remaining \$20,000 will be paid for by the Friends of EverBloom with funds from a U.S. Fish and Wildlife Reservoir Fisheries Habitat Partnership grant. This project is identified in the Water Purification Budget under Other Professional Technical Services as the Reservoir Shoreline/Stream Erosion Control Improvements project in the amount of \$200,000. No funds have been expended for this project at this time.

Mayor Renner asked for a motion by the Council.

**Motion by Alderman Painter, seconded by Alderman Hauman that the expenditure of \$129,220 be approved for stabilizing 1,750 feet of shoreline on Lake Bloomington through the Watershed Conservation intergovernmental agreement and the Procurement Manager be authorized to issue a Purchase Order.**

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

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

Nays:

Motion: Carried.

## **9. City Manager's Discussion**

Mr. Rasmussen stated that he had no report to offer.

## **10. Mayor's Discussion**

Mayor Renner stated that he, Alderman Mwilambwe and City Manager Hales attended the Illinois Municipal League Conference nearly two weeks ago. This is really important to the community and it is his hope that other Aldermen are able to attend in the future. Cities do not make progress if they stay isolated, in silos or do not understand what is happening at the state level. Progress is made by its members attending these types of conventions and learning about the various trends that are occurring, issues, problems and innovations. In doing so, the elected body can make better decisions.

When he commented on a possible Parks & Recreation district, his comments were that of a structural issue. Professionally, he has written on this issue for 25 years, and empirically and most political scientist are opposed to a special district of this nature. They do tend to be invisible governments, less salient and places some restrictions on the government to effectively manage its budgets.

## **11. City Aldermen's Discussion**

Alderman Black the Budget Task Force made some recommendations and hope that the Mayor's comments will not limit the discussions that need to occur. He also attended the Harvest Family Worship picnic a couple of weeks back. It was a great event, and it was great to see the police officers and firemen with the families in attendance.

Alderman Schmidt, really appreciated Professor Rau coming before the Council during Public Comment to raise some pretty important concerns and questions. The City needs to get some answers regarding the questions that were raised by Professor Rau. She reminded Council of the Special Meeting on Wednesday, September 30, 2015 from 11:30 a.m. to approximately 1 pm. At this meeting, Council will review some of the recommendations of the Budget Task Force and began to look at how to bring forward those recommendations into actions.

Alderman Lower stated that he would be out hiking and checking the Enbridge pipeline. Also mentioned that he and other Aldermen would be attending Fire Ops 101, and that he is looking forward to it. In honor of Fire Prevention Week, Local 49 Union is hosting the fire truck parade to bring awareness on Sunday that starts at Franklin Park and ends at State Farm.

Alderman Hauman stated that police and fire officers were out in the community attending the Eastland Neighborhood Party. Brook Ridge II, also had a neighborhood party that was well attended. On Tuesday, October 6, 2015 at 6 pm she is hosting her second open house of Cider with your Council woman that will be held at 1001 White Eagle. On the corner of White Eagle and Stride.

**12. Executive Session – cite section.**

**13. Adjournment**

**Mayor Renner directed the motion to adjourn, moved by Alderman Black, seconded by Alderman Schmidt.**

**Mayor Renner called the roll which resulted in the following:**

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

**Nays: None**

**Motion carried, (viva voce).**

**CITY OF BLOOMINGTON**

**ATTEST**

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Tari Renner, Mayor

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Cherry L. Lawson, City Clerk

## CITY COUNCIL WORK SESSION MEETING

Pension Funding  
CY2012 Property Tax Levy  
October 22, 2012; 5:00 PM

Council Present: Aldermen Judy Stearns, Mboka Mwilambwe, David Sage, Robert Fazzini, Jennifer McDade, Steven Purcell, Karen Schmidt, Jim Fruin and Mayor Stephen F. Stockton.

Council Absent: Alderman Bernard Anderson.

Staff Present: David Hales, City Manager, Patti-Lynn Silva, Finance Director, and Tracey Covert City Clerk.

The Work Session was called to order at 5:01 p.m. Mayor Stockton cited the Work Session topics and reviewed the agenda.

### Pension Funding

David Hales, City Manager, addressed the Council. He stated that the discussion would provide recommendations and alternatives to fund Pensions. Same would be incorporated into the City's long term strategic financial plan. Tonight was an initial discussion.

Patti-Lynn Silva, Finance Director, addressed the Council. She noted that public pensions impact the property tax levy. A Request for Proposal (RFP) was awarded to Milliman Actuarial Consultants. Rebecca A. Sielman, FSA would present a power point. The goal would provide a vocabulary, better understanding, Illinois State required minimum and other options.

Ms. Silva noted various demographic assumptions: employee turnover, retirement and mortality. The interest rate assumption was investment income and contributions funneled into the trust fund and output to retiree benefits. The question was how much funding was required to pay benefits. She noted that benefits equal contributions and investment income. An unrealistically high interest rate would result in higher investment earnings and difficulty with long term future forecasts. Previously returns were expected at 8.5%, actual earnings were 7.5%.

Short term impacts of lowering interest rate assumption were: higher liabilities, lower funding ratios and larger contributions. Long term same would: investment returns would meet or exceed assumptions, less likely that actuarial losses would accumulate greater stability of contribution levels, decreased pressure on future taxpayers and positive credit.

Mr. Hales noted the state's pension funding changes.

Rebecca A. Sielman, FSA, Milliman Actuarial Consultants (MAC), addressed the Council. Ms. Sielman noted that the state recommended 6.75% assumption, MAC recommended 6.5%. The contribution impacts would be 12 – 15%.

She noted that there were different approaches to allocating the cost of pension benefits over a member's working lifetime. Accrued liability equaled cost allocated to past years of service; normal cost equaled cost of benefits earned this year and the rest were funded future amounts for future years of service. The ideal funding would be enough to cover the accrued liability. 100% funding was not normal due to market fluctuations etc.

There were two (2) approaches to allocate costs: entry age normal and projected unit credit. Choice did not impact long term costs. Choice would impact the current contributions and pattern of future contribution increases. Ms. Sielman noted that there was not a significant difference for Police and Fire pension plans.

Amortization method had different approaches to paying off the unfunded accrued liability over time: level dollar and level percent. She compared same to a mortgage. Level dollar were the principal and interest, same amount each year, high amount present and thirty (30) year; lowering percentage of city's budget. Level percent were: payroll and growth rate percentage.

Ms. Sielman questioned making the choice. She explained if the organization was young and rapidly growing the choice would be level percentage. A mature, community legacy cost the choice would be level dollars. There was not a one size fits all approach.

Annual Required Contribution (ARC) once calculated should be disclosed. Normal costs were known as this year's IOU's or current retirees. Amortization payment was paying off the unfunded accrued liability i.e. IOU's that have been handed out but not cashed. Interest needed adjusting for timing between valuation date and contribution payment date.

Ms. Sielman provided a brief pension funding history for Police, Fire and IMRF. She noted that assets/liabilities continued to climb. Police and Fire were 50% - 60% funded. She noted the global recession loss of 20% - 30%.

1992 was a historical period. Ms. Sielman believed funding was not as healthy as it could have been. She cited statute restrictions. Funding was 80% - 85%.

Mr. Hales questioned state law restrictions. Ms. Sielman stated there were limitations of investments, risk limited and no contest benefit levels. The state legislature continues to increase benefits which increased liability. A contribution policy should be established.

Mr. Hales noted that in 2009 employees with IMRF were offered early retirement incentive (ERI). Repayment for same would be within the next four to five (4 – 5) years.

Ms. Sielman outlined contribution policy characteristics (LEAF): long term in outlook; equitable across generations of taxpayers; avoid surprises by using a consistent process designed to minimize volatility and flexible in responding to unusual situations. The long term outlook was fully funded in thirty (30) years.

An interactive model would change the contribution level and the funded ratio. An interest rate assumption at 6.5% increased liability and contributions. The goal would be 90% funded in thirty (30) years with affordable contributions. Same would provide enough assets to cover accrued benefits. The target was 100% funded to establish a cushion and account for market fluctuations. Choosing a shorter time line eliminates amortization.

Amortization/level dollars would have the same time line for fully funded. The size of amortization would be different.

Projected Unit Credit (PUC) method – shown until 2041. Demonstrates how decisions play out over time. Entry Age Normal must be used to measure liability per GASB (Government Accounting Standards Board) 68. Same was used by 80% of large public pension plans. Cost methods pattern costs over time and require minimum contributions.

Mr. Hales questioned recommended contributions. Ms. Sielman believed a 90% funding target. She noted the PUC amortization. Actuaries use level dollar. Same was appropriate for public plans. Ms. Sielman noted the amortization payment growth.

Mr. Hales noted that Art Tepfer, Tepfer Consulting Group, Ltd continued work with Police and Fire pension funding.

Ms. Sielman stated that thirty (30) year time line was the longest. Affordability had not been addressed. She suggested considering the average working life span. She believed level percent was the best fit for the city's long term prospects.

Alderman Fazzini questioned the states use of forty (40) years. He believed twenty-five (25) years at 6.5% was good. Ms. Sielman responded that the liability must be paid for. Twenty-five (25) years shortens transition time and would never be fully funded.

Alderman Schmidt questioned funding over 100%. Ms. Sielman believed one goal would be sacrificed for another. Same would provide a cushion against market volatility.

Mr. Hales used ERI as an example. There would be an additional \$2 million after payments were completed. Same could be used for cushion.

Ms. Sielman noted one (1) time revenue. Same could be included in the contribution policy. She noted market volatility. There was risk taking more equities. Possibly forego investment income. There were trade - offs.

Mr. Hales stated that tonight established the foundation. Staff would compare numbers and affordability. This was a complex issue.

Mayor Stockton requested that Council submit questions to staff via email.

#### CY2012 Property Tax Levy

David Hales, City Manager, addressed the Council. He noted that the property tax was a significant revenue source.

Patti-Lynn Silva, Finance Director, addressed the Council. She informed Council that the General Fund (GF) was \$1.4 million ahead. Expenditures were on point and there was a positive fund balance. She noted that the Equalized Assessed Value (EAV) had decreased \$30 million. She suggested raising the tax rate by two percent (2%) to maintain current levels. She cited previous statutory minimums. Health care and salary costs had increased. The state XXX facing under-funded.

Ms. Silva stated city capital needs were \$100 million. Costs for same would be spread out over fifteen to twenty (15 – 20) years. Funding options would be presented next year. There was \$60 million for deferred maintenance, \$10 million for vehicle/equipment replacement and several water issues (total unknown). She recommended developing a joint plan. Studies were underway, citing streets and sewers. Ms. Silva noted the positive impact was economic development.

Mr. Hales not that the city was six (6) months into the fiscal year (FY). The goal was to present the budget the 1<sup>st</sup> meeting February 2013. Staff was working on a twenty (20) year comprehensive Capital Improvement program. Same would include review of operations, looking at the growth impact upon city service levels; costs to implement ten (10) Unions; Recession impact; and asset investments.

Ms. Silva provided the tax levy timeline. She reviewed the property tax allocation by district.

Mr. Hales noted that 13.5% of all property tax collected came to the city. He noted that District 87 would have a deficit this year. EAV was declining from the strain of the other taxing bodies. Past tax levy allocations were: general corporate (fire and police protection and public parks); Bloomington Public Library; Police Pension; Fire Pension; Illinois Municipal Retirement Fund (IMRF); social security and bond and interest funding. Funds derived from each tax levy can only be designated for that specific purpose. Mr. Hales anticipated that FY 2012 tax rate would be 1.33. He noted that 2009 – 2011 the amount levied was flat.

Mr. Hales stated the tax levy had decreased \$400,000. He anticipated an increase to pensions. There was a backlog of deferred maintenance. FY 2010 Council held the tax levy flat. Street resurfacing had increased. He questioned Council's policy.

There being no further business the meeting adjourned at 6:26 p.m.

Respectfully submitted,

Tracey Covert  
City Clerk





**CONSENT AGENDA ITEM: 7B**

FOR COUNCIL: October 12, 2015

**SUBJECT:** Consideration of approving Bills, Payroll and Electronic Transfers.

**RECOMMENDATION/MOTION:** That the bills, payroll and electronic transfers 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 \$. (Payroll total \$ and Electronic Transfers \$ Accounts Payable total \$ ).

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

David A. Hales  
City Manager

**Attachment:** (Will be provided in an addendum)

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

Motion: That the bills, payroll and electronic transfers 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* **ILLINOIS**  
**CONSENT AGENDA ITEM NO. 7C**

FOR COUNCIL: October 12, 2015

**SUBJECT:** Consideration of approving an Appointment to the Human Relations Commission.

**RECOMMENDATION/MOTION:** That Odemaris Mancilla-Sibaja be appointed to the Human Relations Commission.

**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:

Odemaris Mancilla-Sibaja of 605 W Oakland Avenue, Bloomington, IL, 61701, to the Human Relations Commission. She will be fulfilling the unexpired term of Dontae Latson whose term expires 4/30/17. Odemaris' term will be effective immediately. Application is on file in the Administration Office.

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

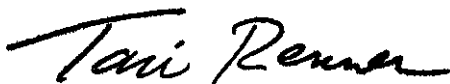
**FINANCIAL IMPACT:** None.

Respectfully submitted for Council consideration for approval.

Prepared by:

M. Beth Oakley, Executive Asst.

Recommended by:



Tari Renner  
Mayor

**Attachments:**

- Board Roster

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Motion: That Odemaris Mancilla-Sibaja be appointed to the Human Relations Commission.

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			

## Human Relations Commission

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		Kiran	Konam	04/30/17	07/28/14	2014	gokiran9@yahoo.com	7 Tralee Ct	Bloomington	61704					
x		Dontae	Latson	04/30/17	04/14/14	2014	ddlatson@ywcamclean.org	213 E Front St #5	Bloomington	61701					resigned 8/28/15
x		Gary	Hoover	04/30/17	04/14/14	2014	ghoover158@aol.com	2610 #2 Rainbow Ave	Bloomington	61704					
x		Leslie	Clay	04/30/18	09/28/15	2015	leslie_clay3@yahoo.com	3016 Wisteria Lane	Bloomington	61704					
x		Rhonda	Smith	04/30/17	03/24/14	2011	ebonye05@comcast.net	2 Rock Garden Ct, Duplex #1	Bloomington	61704					
x		Suresh	Krishna	04/30/16	05/28/13	2013	sureshkrishna.usa@gmail.com	1408 Tralee Lane	Bloomington	61704					
x		Janet	Lancaster	04/30/16	05/28/13	2013	bistromama@aol.com	316 N Main	Bloomington	61701					
	Staff	Ernestine	Jackson					109 E. Olive St	Bloomington	61701					

**Details:**

Term: 3 years  
Term Limit per City Code: 3 terms/9 years  
Members: 7 members  
Number of members the Mayor appoints: 7  
Type: Internal  
City Code:  
Required by State Statute: No  
Intergovernmental Agreements:  
Funding budgeted from COB for FY2014:  
Meetings: 2nd Wed of each month at 6:00pm - Council Chambers

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

**Appointment/Reappointment Notes:**

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

FOR COUNCIL: October 12, 2015

**SUBJECT:** Consideration of approving an Intergovernmental Agreement with District 87 for the Provision of Salt during 2015/2016 Winter Season at a cost of \$66.60 per ton

**RECOMMENDATION/MOTION:** That the Agreement 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:** Partnering with others for the most cost effective service delivery

**BACKGROUND:**

The City of Bloomington purchases salt every year for its snow operations through the Illinois State Contract. In the past, the City has sold a small amount of salt to District 87 to supplement their snow operations. In an effort to assist with our local school district, staff has negotiated an agreement this year to assist District 87 with a small amount of salt. The amount of salt covered under the agreement is 2.8% of the normal amount used in any given year and should not affect the quality of snow operations that the citizens of Bloomington are used to receiving.

During the 2013/2014 winter season, District 87 purchased 56 buckets (238 tons) of salt from the City and paid \$58.34 per ton for a total of \$13,884.92. In the winter of 2014/2015, they purchased 30 buckets (127.5 tons) of salt at a price of \$61.01 per ton for a total of \$7,778.78.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** District 87.

**FINANCIAL IMPACT:** The City will charge District 87 a cost of \$66.60 per ton which is comprised of the raw material cost of \$61.60 per ton in addition to an overhead costs which includes storage, hauling and loading fee of \$5.00 per ton. Stakeholders can locate this in the FY 2016 Budget Book titled "Budget Overview & General Fund" on page 353 under Snow & Ice Removal-Other Miscellaneous Revenue (10016124-57990).

Respectfully submitted for Council consideration.

Prepared by: Maria Basalay, Public Works Office Manager

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

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

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Intergovernmental Agreement

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

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

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

**Intergovernmental Agreement  
Between the City of Bloomington and  
Bloomington Public Schools, District 87**

In order to better conserve taxpayer dollars, the City of Bloomington (hereafter "City") and Bloomington Public Schools, District 87 (hereafter "District 87") hereby enter into the following agreement regarding road salt from the date of its execution through April 30, 2016.

1. The City store and load the salt from its 502 South East Street salt storage facility. District 87 will provide the transportation from this salt storage facility.
2. The City of Bloomington would prefer, but does not require, that the total salt distribution be taken by District 87 at one time. Loading of the salt will need to be arranged by District 87 with the City a minimum of 48 hours prior to the date of request. The City reserves the right to deny the timeline of pickup given based upon daily operations of the City.
3. The salt will be paid for by District 87 at a cost of \$66.60 per ton (this cost includes the raw material cost of \$61.60 per ton plus a storage, handling and loading fee of \$5 per ton).
4. The amount of salt provided to District 87 shall not exceed 250 tons prior to April 30, 2016.
5. This agreement shall be effective as of the date it is passed by the final party to do so.

Passed this 12<sup>th</sup> day of October, 2015.

Approved this \_\_\_\_\_ day of October, 2015.

**CITY OF BLOOMINGTON**

**ATTEST**

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

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

**BLOOMINGTON PUBLIC SCHOOL, DISTRICT 87**

\_\_\_\_\_  
Michael Harrison, Board President

\_\_\_\_\_  
Dated





## CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: October 12, 2015

**SUBJECT:** Consideration of approving an Annual Maintenance Agreement with Sentinel Technologies Inc., for City-wide Network and VoIP Telephone Infrastructure in the amount of \$86,752.00.

**RECOMMENDATION/MOTION:** That the agreement with Sentinel Technologies Inc., Springfield, IL for hardware/software maintenance, troubleshooting, configuration assistance and remote monitoring of network and VoIP (voice over internet protocol) infrastructure, in the amount of \$86,752.00 for second of five years, be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

**BACKGROUND:** The City's local and wide area network consists of well over one hundred (100) devices spread across roughly forty (40) locations. The City's VoIP infrastructure consists of multiple virtualized servers, located in different geographical locations for redundancy, and approximately 500 telephone devices. Network and VoIP infrastructure is critical to City operations as it supports thousands of end user devices (desktop computers, laptop computers, network printers, mobile devices, telephones, security cameras and access control, HVAC systems, lighting systems, websites, remote connectivity) used 24 hours by 7 days a week to carry out operations throughout the City.

During the September 8, 2014 meeting, City Council authorized staff to enter into a maintenance agreement for the Network and VoIP infrastructure with Sentinel Technologies. Council approved a one year contract, along with four optional years to be renewed annually. Staff is requesting Council's approval to enter into the second year of this total five year agreement.

City staff has worked with Sentinel to ensure that types and amounts of maintenance coverage are appropriate for each piece of equipment included. Some equipment has been removed from the agreement while other pieces have been added as a result of typical replacement cycles. This year's agreement price is approximately sixty-five hundred dollars (\$6,556) less than the FY2014 agreement (\$86,752 vs. \$93,308).

The City's network and VoIP infrastructure is composed of equipment from Cisco Systems, Incorporated. Sentinel provides technical staff with the in-depth training and knowledge to support, troubleshoot and maintain complex environments like we have at the City of Bloomington.

Sentinel has performed well during the first year of the contract and staff believes renewal of the agreement is warranted.

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

**FINANCIAL IMPACT:** \$86,752 has been budgeted in the FY 2016 budget under Information Services-Repair/Maintenance Office and Computer Equipment account (10011610-70530). Stakeholders can locate this in the FY 2016 Budget Book titled “Budget Overview & General Fund” on page 164.

Respectfully submitted for Council consideration.

Prepared by: Scott Sprouls, Information Services Director

Reviewed by: Alex McElroy, Assistant to the City Manager

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: (legal fill in once reviewed – name, title)

Recommended by:

David A. Hales  
City Manager

**Attachments:**

1. Network-VoIP Maintenance FY2016 - Agreement and Quote

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

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



## APPENDIX A

### Statement of Work -- Sentinel High Availability Network Support (HANS™)

Customer Name: City of Bloomington

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Street Address: 109 E. Olive Street

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City, State, Zip: Bloomington, IL 61701

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The Master Services Agreement ("Agreement") referenced below by and between Sentinel Technologies, Inc., ("Contractor") with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and City of Bloomington ("Customer") with principal offices at 109 E. Olive Street, Bloomington, IL 61701 is hereby amended as set forth below. In the event the terms of this Appendix conflict with the terms in the Agreement, the terms of this Appendix shall prevail during the Contracted Period of Maintenance Services herein and any extensions thereof.

Commencement Date

Agreement No.

Addendum No. 002r1

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#### 1. Inspection and Repair

Prior to the Commencement Date of Maintenance under this Appendix, the equipment covered hereunder and delineated in Appendix B ("the Equipment"), shall be subject to inspection by the Contractor at no charge to the Customer, to determine if it is in acceptable condition for maintenance. Any repairs, adjustments or replacement of missing items deemed necessary by the Contractor to bring the Equipment up to an acceptable condition shall be the responsibility of the Customer. The Contractor reserves the right to modify, repudiate or terminate this Appendix if, in Contractor's opinion, the Equipment is not capable of maintenance or if Customer refuses or fails to bring the Equipment up to an acceptable condition.

#### 2. Responsibilities of Contractor

The Contractor shall, for the total charges set forth in Appendix B, maintain the Equipment in good operating condition and furnish maintenance service during the Contracted Periods of Maintenance Service selected by the Customer as designated on Appendix B.

The Maintenance Service includes:

- a. **Unscheduled Remedial Maintenance Service** during the Contracted Periods of Maintenance Service when notified by the Customer that the Equipment is inoperative.
- b. All costs of labor and field installable parts, as determined necessary by Contractor for maintaining the Equipment, incurred as a result of normal usage and wear and tear. At Customer's request, Contractor will, for additional time and material cost, make required repairs not attributable to normal wear and tear.
- c. The installation of new parts or parts equivalent to new in performance. Replaced parts shall become the property of Contractor. Contractor shall be responsible for the replacement of only those parts unusable as a result of normal usage and wear and tear.
- d. With regard to end of life products, Contractor shall use its commercially reasonable best efforts to support said products until such time it is determined, in Contractor's sole discretion, that the support of these products is not economically viable. At the time that determination is made, Contractor shall notify Customer, in writing, and Contractor shall then be relieved of any and all obligation or liability relating to said products.

#### 3. Responsibility of the Customer

- a. The Customer shall notify Contractor's maintenance personnel upon Equipment failure and shall allow Contractor full and free access to the Equipment subject to the Customer's commercially reasonable internal security rules.
- b. The Customer shall not permit maintenance or repairs to the Equipment to be made or attempted, except as specified and approved in advance by Contractor.
- c. The Customer shall maintain the site environmental conditions throughout the Contracted Periods of Maintenance Service in accordance with the specifications established by the Equipment manufacturer.



- d. Prior to the Commencement Date of Maintenance under this Appendix, the Customer shall provide Contractor with an accurate inventory of the Equipment to be covered hereunder. Should Customer's inventory be incomplete or otherwise inaccurate, Customer acknowledges that Contractor shall be absolved of any liability relating to the equipment not listed or misidentified, unless the parties agree to an additional charge for provision of service to that equipment. For multi-year contracts, this inventory shall be updated by Customer annually. At Customer's request and for an additional charge, Contractor can perform an inventory of Customer's Equipment to be covered hereunder. If the Customer requests that modifications be made to the inventory during the Contracted Periods of Maintenance Service, then maintenance service will be supplied unless such modifications make it impractical for Contractor to render maintenance service in which case Contractor shall be relieved of its responsibilities. If the requested modifications increase maintenance costs, Contractor shall have the right to adjust accordingly the maintenance charges specified on Appendix B.
- e. In order to activate Contractor's restoration guarantees, Customer agrees to present Contractor with up to date configurations of the covered devices at time of failure. If the Customer has a monitoring/managed services agreement in place then Sentinel can provide the configs via monitoring/managed services. Contractor's restoration guarantees will not be in full force or effect until Customer provides engineer active configuration at time of failure. In the event Customer does not provide the configuration information, any incremental effort required during the restoration process that is attributable to missing configuration information may result in additional charges.
- f. It is the Customer's responsibility to maintain and supply Contractor with current server backups as requested to facilitate system restoration. Contractor is only responsible to restore data based on the latest known good backup that Customer has supplied. In the event Customer does not provide a conforming backup, any incremental effort required by Contractor as a result of the non-conforming backup may result in additional charges.
- g. Customer shall inform Contractor of any end of life, replacement or phase out notifications it receives from Equipment manufacturers, dealers or agents.

#### 4. Call Recording

The recording and/or monitoring of incoming and outgoing telephone calls between Contractor and Customer will be undertaken by Contractor for the purpose of providing constructive performance feedback, pursuing complaints, taking corrective action, measuring satisfaction or for any other purpose Contractor deems relevant to improving customer service. Customer, on behalf of itself and its employees, agents and assigns, consents and authorizes Contractor to implement this procedure.

#### 5. Periods of Maintenance Service Availability

- a. The Annual Maintenance Fee and the Periods of Maintenance Service available to the Customer are stated in Appendix B. Notwithstanding the terms therein, the activation of the obligations under this Appendix commence no later than the date Contractor purchases any contracts or equipment on Customer's behalf.
- b. If the Customer removes individual Equipment from the system configuration, said individual Equipment may be added or deleted from maintenance coverage under this Appendix by giving Contractor thirty (30) days advance written notice. SMARTnet contracts purchased on the Customer's behalf are non-refundable. Contractor agrees to provide information to assist Customer in requesting a refund for prepaid SMARTnet contracts.

#### 6. Excluded Services

The following services are outside the scope of this Appendix, but can be provided at an additional charge:

- a. Maintenance or repairs attributable to unauthorized attempts by or for the Customer to repair or maintain the Equipment; Equipment being used for purposes other than that for which it was designed; maintenance or repairs necessitated by acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, accident, transportation, or similar emergency beyond the parties' control; failure to provide suitable environmental conditions; fault or negligence of the Customer, its agents, employees or assigns; improper use or misuse of the Equipment; causes external to the Equipment, such as but not limited to, power failure, air conditioning failure, and electrostatic conditions.
- b. Furnishing supplies or accessories, or refurbishing of Equipment.
- c. Installation, moves, adds, or changes to Equipment/software.
- d. Maintenance or repairs attributable to manufacturer defects, bugs, viruses, or other similar defects.



### 7. Service Level Agreement (“SLA”) for Sentinel HANS™

SLAs are noted below, in accordance with the following general Severity Level definitions and the provisions of Section 8 below:

- a. **Severity 1:** Interruption making a critical functionality inaccessible or a complete network interruption causing a severe impact on services availability. There is no possible alternative.
- b. **Severity 2:** Critical functionality or network access interrupted, degraded or unusable, having a severe impact on services availability. No acceptable alternative is possible.
- c. **Severity 3:** Non critical function or procedure, unusable or hard to use having an operational impact, but with no direct impact on services availability. A workaround is available.

Note: Due to the time required for set up to support HANS™ agreements, adherence to SLAs will become effective no sooner than 30 days after Customer signature.

#### Incident Service Level

Severity	Notification SLA	SLA Commitment	Response SLA	SLA Commitment	MTTR (Mean Time to Repair)	SLA Commitment
Severity 1	15 Minutes	99.5%	1 Hour	99.5%	Dependent on SLA purchased, See Appendix B	99.5%
Severity 2	15 Minutes	99.5%	2 Hours	99.5%	Dependent on SLA purchased, See Appendix B	99.5%
Severity 3	4 Hours	99.5%	NBD	99.5%	Two Business Days	99.5%

### 8. SLA Options

There are three SLA options for Sentinel HANS™. The definitions below describe the components of each SLA offering. The SLA of each device under contract is detailed on Appendix B.

HANS™ – provides all the services detailed under Item 8a. below. This service does not allow the Customer the ability to call the Cisco TAC directly for support or receive software updates to a device.

HANS™ Plus - provides all the services detailed under Item 8a. below with all Equipment backed by a Cisco support agreement which provides Customer and Contractor access to Cisco’s Support resources, and the ability to update software. Contractor is ultimately responsible for supplying parts to support Cisco hardware.

HANS™ with Partner Service Support (“PSS”) – provides all the services detailed under Item 8a. and 8b. below. Contractor is authorized to deliver Cisco Support and as such, Contractor has the ability to escalate to Cisco TAC for incidents, as well as receive all software updates for devices. Contractor is ultimately responsible for supplying parts to support Cisco hardware.

- a. The following details the level of support provided under all HANS™ service agreements:
  - All calls for service are to be placed with, monitored and escalated by Contractor.
  - Contractor will reload/configure system components with Customer supplied back up as required to ensure complete functionality and restoration.
  - For service calls that are started within the Contracted Period of Maintenance Services, Contractor will, when necessary, provide continuous effort to extend service beyond the contracted hours of coverage.
  - Contractor will provide maintenance management services and, if requested by Customer, will act as the Customer’s agent in attempting to resolve issues with other vendors/suppliers.
  - Contractor will utilize remote diagnosis and remote repair capability to expedite problem resolution.
  - Contractor will supply loaner equipment on a best efforts basis in emergency situations for non-core network equipment.
  - Contractor will provide primary and secondary engineers to gain knowledge of the configurations, along with an assigned escalation manager.
  - Contractor will provide advanced replacement of hardware in accordance with the SLA defined per device in Appendix B.



- b. The following details the additional level of support provided under all HANS™ with PSS service agreements:
  - Contractor will provide the software for the PSS Collector upon Customer's request. The PSS Collector will only provide the functionality outlined below and without the PSS Collector, these functions will not be possible. Specification of the hardware requirements will be given to Customer during the kick-off phase. Customer is responsible for providing Contractor with SNMP Read-Only community strings for each device and Customer will be responsible to re-configure the community string if it is not configured correctly on the devices.
    - Contractor will provide Contract and Inventory Management on the Customer infrastructure.
    - Alert reporting – alerts to bug fixes, service alerts, EOX alerts
    - Device Diagnostics alerting and providing access to hundreds of symptom/fix data points. Customer is responsible for configuring and registering each device in order to activate this service. A sample configuration can be provided at time of installation.
  - Access to Cisco Worldwide Parts Depot.
  - Contractor provides TAC support and escalation of cases to Cisco TAC on behalf of the Customer. In addition, in certain circumstances Customer may participate during Contractor's call with Cisco TAC.

With regard to any software licenses provided pursuant to the provision of services under this Agreement, the Customer is hereby prohibited from duplicating said software in any form or fashion and is further restricted from using the software beyond the intended scope set forth herein. Moreover, Customer is restricted from licensing, sublicensing or transferring said software to any third party (except to a related party) without the express permission of Contractor, under which circumstance the software shall stay under the control and auspices of the Contractor. In the event Customer loses or damages the software, a copy may be provided at a nominal charge. At the end of this engagement or the license period, whichever occurs first, Customer is required to either destroy or return all copies of the software to Contractor, as expressly directed by Contractor.

CUSTOMER:  
City of Bloomington

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CONTRACTOR:  
Sentinel Technologies, Inc.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



sentinel

# APPENDIX B

Customer Name: City of Bloomington

Street Address: 109 E. Olive Street

City, State, Zip: Bloomington, IL 61701

The Master Services Agreement ("Agreement") referenced below by and between Sentinel Technologies, Inc., ("Contractor") with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and City of Bloomington ("Customer") with principal offices at 109 E. Olive Street, Bloomington, IL 61701 is hereby amended as set forth below. In the event the terms of this Appendix conflict with the terms in the Agreement, the terms of this Appendix shall prevail during the Contracted Period of Maintenance Services herein and any extensions thereof.

Commencement Date

Agreement No.

Addendum No. 002r1

## PROJECT SCHEDULE

Customer agrees to pay Contractor for services in accordance with the following schedule:

CITY OF BLOOMINGTON											
City	State	Manufacturer	Device	Serial Number	Next Contract Start Date	End Date	Qty	Unit Price	Ext. Price	Special Notes	
BLOOMINGTON	IL	109 E OLIVE ST	SENTINEL HANS™ PSS ON-SITE 24X7X4								
		CISCO	CISCO3825-SEC/K9	FTX0949A00F	15-Sep-15	14-Sep-16	1	\$2,104.00	\$ 2,104.00		
		CISCO	ASA5540-AFP20-K9	JMX1217L129	18-Sep-15	14-Sep-16	1	\$4,557.00	\$ 4,557.00		
		CISCO	ASA5540-AFP20-K9	JMX1217L12A	18-Sep-15	14-Sep-16	1	\$4,557.00	\$ 4,557.00		
		CISCO	CISCO1811/K9	FTX1017W2BK	18-Sep-15	30-Apr-16	1	\$ 99.00	\$ 99.00	Note: End of support life 4/30/16	
		CISCO	CISCO1841	FTX1143W0YX	18-Sep-15	14-Sep-16	1	\$ 243.00	\$ 243.00		
		CISCO	CISCO1841	FTX1219W0DJ	18-Sep-15	14-Sep-16	1	\$ 243.00	\$ 243.00		
		CISCO	CISCO2821-SEC/K9	FTX0949C144	18-Sep-15	14-Sep-16	1	\$1,051.00	\$ 1,051.00		
		CISCO	CISCO2821-SEC/K9	FTX0949C146	18-Sep-15	14-Sep-16	1	\$1,051.00	\$ 1,051.00		
		CISCO	CISCO2821-SEC/K9	FTX0949C147	18-Sep-15	14-Sep-16	1	\$1,051.00	\$ 1,051.00		
		CISCO	UCS-C210M2-VCD2	QC1436A9BV	18-Sep-15	14-Sep-16	1	\$ 569.00	\$ 569.00		
		CISCO	UCS-C210M2-VCD2	QC1436A9IK	18-Sep-15	14-Sep-16	1	\$ 569.00	\$ 569.00		
		CISCO	UCS-C6509-E	SMG0939NF0U	18-Sep-15	14-Sep-16	1	\$9,232.00	\$ 9,232.00		
BLOOMINGTON	IL	109 E OLIVE ST	SENTINEL HANS™ ON-SITE 24X7X4								
		CISCO	WS-C4507R	FOX081603QL	15-Sep-15	14-Sep-16	1	\$3,779.00	\$ 3,779.00	Note: cisco no longer supports	
		CISCO	WS-C4507R	FOX093503PL	15-Sep-15	14-Sep-16	1	\$3,779.00	\$ 3,779.00	Note: cisco no longer supports	
		CISCO	CISCO1811/K9	FTX1017W2BK	1-May-16	14-Sep-16	1	\$ 60.00	\$ 60.00	Note: End of support life 4/30/16	
BLOOMINGTON	IL	109 E OLIVE ST	SENTINEL HANS™ PSS ON-SITE 8X5XN8D								
		CISCO	WS-C3650-48TD-S	FDO1901E1GL	15-Sep-15	14-Sep-16	1	\$ 505.00	\$ 505.00		
		CISCO	WS-C3650-48TD-S	FDO1901EDUU	15-Sep-15	14-Sep-16	1	\$ 505.00	\$ 505.00		
		CISCO	WS-C3560G-24PS-S	FOC1403Y467	15-Sep-15	14-Sep-16	1	\$ 334.00	\$ 334.00		
		CISCO	WS-C3560G-24TS-S	FOC1110Y5RK	15-Sep-15	14-Sep-16	1	\$ 286.00	\$ 286.00		
		CISCO	WS-C3560V2-24PS-S	FDO1513X1K5	15-Sep-15	14-Sep-16	1	\$ 204.00	\$ 204.00		
		CISCO	WS-C3560V2-24PS-S	FDO1513X1MW	15-Sep-15	14-Sep-16	1	\$ 204.00	\$ 204.00		
		CISCO	WS-C3560V2-48PS-S	FDO1512X09F	15-Sep-15	14-Sep-16	1	\$ 349.00	\$ 349.00		
		CISCO	WS-C3560V2-48PS-S	FDO1512X0BV	15-Sep-15	14-Sep-16	1	\$ 349.00	\$ 349.00		
		CISCO	WS-C3750G-24TS-S	CA0823X2K6	15-Sep-15	14-Sep-16	1	\$ 286.00	\$ 286.00		
		CISCO	WS-C3750G-48PS-S	FOC0944Y1A6	15-Sep-15	14-Sep-16	1	\$ 349.00	\$ 349.00		
		CISCO	WS-C3750G-48TS-S	FOC1508Z0RV	15-Sep-15	14-Sep-16	1	\$ 788.00	\$ 788.00		
		CISCO	CISCO2801	FHK1146F2BD	18-Sep-15	14-Sep-16	1	\$ 383.00	\$ 383.00		
		CISCO	CISCO2801-SRST7K9	FTX1002W344	18-Sep-15	14-Sep-16	1	\$ 474.00	\$ 474.00		
		CISCO	CISCO2801-SRST7K9	FTX1002W345	18-Sep-15	14-Sep-16	1	\$ 474.00	\$ 474.00		
		CISCO	CISCO2801-SRST7K9	FTX1002W346	18-Sep-15	14-Sep-16	1	\$ 474.00	\$ 474.00		
		CISCO	CISCO2801-SRST7K9	FTX1002W347	18-Sep-15	14-Sep-16	1	\$ 474.00	\$ 474.00		



sentinel

CITY OF BLOOMINGTON											
City	State	Manufacturer	Device	Serial Number	Next Contract Start Date	End Date	Qty	Unit Price	Ext. Price	Special Notes	
BLOOMINGTON	IL	109 E OLIVE ST									
			SENTINEL HANS™ PSS ON-SITE 24X7X4								
		CISCO	CISCO2801-SRST7K9	FTX1002W348	18-Sep-15	14-Sep-16	1	\$ 474.00	\$ 474.00		
		CISCO	CISCO2801-SRST7K9	FTX1002W349	18-Sep-15	14-Sep-16	1	\$ 474.00	\$ 474.00		
		CISCO	CISCO2801-SRST7K9	FTX1002W34B	18-Sep-15	14-Sep-16	1	\$ 474.00	\$ 474.00		
		CISCO	CISCO2801-SRST7K9	FTX1002W34C	18-Sep-15	14-Sep-16	1	\$ 474.00	\$ 474.00		
		CISCO	CISCO2801-SRST7K9	FTX1002W34D	18-Sep-15	14-Sep-16	1	\$ 474.00	\$ 474.00		
		CISCO	CISCO2851	FHK0910F1ZL	18-Sep-15	14-Sep-16	1	\$ 920.00	\$ 920.00		
		CISCO	CISCO2851	FHK0915F00P	18-Sep-15	14-Sep-16	1	\$ 920.00	\$ 920.00		
		CISCO	CISCO2851-SRST7K9	FTX1001C4L2	18-Sep-15	14-Sep-16	1	\$ 1,097.00	\$ 1,097.00		
		CISCO	CISCO2851-SRST7K9	FTX1001C4L3	18-Sep-15	14-Sep-16	1	\$ 1,097.00	\$ 1,097.00		
		CISCO	CISCO2851-SRST7K9	FTX1002C06L	18-Sep-15	14-Sep-16	1	\$ 1,097.00	\$ 1,097.00		
		CISCO	CISCO3825-SRST7K9	FTX1002C0X6	18-Sep-15	14-Sep-16	1	\$ 1,515.00	\$ 1,515.00		
BLOOMINGTON	IL	109 E OLIVE ST									
			SENTINEL HANS™ ON-SITE 8X5XNB								
		CISCO	WS-C3560-24PS-S	CA T0849N1MF	15-Sep-15	14-Sep-16	1	\$ 195.00	\$ 195.00	Note: cisco no longer supports	
		CISCO	WS-C3560-24PS-S	CA T0946R4AK	15-Sep-15	14-Sep-16	1	\$ 195.00	\$ 195.00	Note: cisco no longer supports	
		CISCO	WS-C3560-24PS-S	CA T0946R4AN	15-Sep-15	14-Sep-16	1	\$ 195.00	\$ 195.00	Note: cisco no longer supports	
		CISCO	WS-C3560-24PS-S	CA T0947R5NE	15-Sep-15	14-Sep-16	1	\$ 195.00	\$ 195.00	Note: cisco no longer supports	
		CISCO	WS-C3560-24PS-S	CA T0950R2TE	15-Sep-15	14-Sep-16	1	\$ 195.00	\$ 195.00	Note: cisco no longer supports	
		CISCO	WS-C3560-24PS-S	CA T0951R3GU	15-Sep-15	14-Sep-16	1	\$ 195.00	\$ 195.00	Note: cisco no longer supports	
		CISCO	WS-C3560-24PS-S	CA T0951R3ZU	15-Sep-15	14-Sep-16	1	\$ 195.00	\$ 195.00	Note: cisco no longer supports	
		CISCO	WS-C3560-24PS-S	CA T0951R3ZV	15-Sep-15	14-Sep-16	1	\$ 195.00	\$ 195.00	Note: cisco no longer supports	
		CISCO	WS-C3560-24PS-S	CA T0951R3ZY	15-Sep-15	14-Sep-16	1	\$ 195.00	\$ 195.00	Note: cisco no longer supports	
		CISCO	WS-C3560-24PS-S	CA T0951R402	15-Sep-15	14-Sep-16	1	\$ 195.00	\$ 195.00	Note: cisco no longer supports	
		CISCO	WS-C3560-24PS-S	CA T0951R408	15-Sep-15	14-Sep-16	1	\$ 195.00	\$ 195.00	Note: cisco no longer supports	
		CISCO	WS-C3560-24PS-S	CA T0951R40B	15-Sep-15	14-Sep-16	1	\$ 195.00	\$ 195.00	Note: cisco no longer supports	
		CISCO	WS-C3560-24PS-S	CA T1010R0ZA	15-Sep-15	14-Sep-16	1	\$ 195.00	\$ 195.00	Note: cisco no longer supports	
		CISCO	WS-C3560-24PS-S	CA T1011R1B1	15-Sep-15	14-Sep-16	1	\$ 195.00	\$ 195.00	Note: cisco no longer supports	
		CISCO	WS-C3560-24PS-S	CA T1013R0G6	15-Sep-15	14-Sep-16	1	\$ 195.00	\$ 195.00	Note: cisco no longer supports	
		CISCO	WS-C3560-24PS-S	CA T1029ZGHA	15-Sep-15	14-Sep-16	1	\$ 195.00	\$ 195.00	Note: cisco no longer supports	
		CISCO	WS-C3560-24PS-S	CA T1030RJH	15-Sep-15	14-Sep-16	1	\$ 195.00	\$ 195.00	Note: cisco no longer supports	
		CISCO	WS-C3560-24PS-S	CA T1107NG8U	15-Sep-15	14-Sep-16	1	\$ 195.00	\$ 195.00	Note: cisco no longer supports	
		CISCO	WS-C3560-24PS-S	FDO1146Y33N	15-Sep-15	14-Sep-16	1	\$ 195.00	\$ 195.00	Note: cisco no longer supports	
		CISCO	WS-C3560-24PS-S	FDO1146Z73C	15-Sep-15	14-Sep-16	1	\$ 195.00	\$ 195.00	Note: cisco no longer supports	
		CISCO	WS-C3560-24PS-S	FDO1237X3LG	15-Sep-15	14-Sep-16	1	\$ 195.00	\$ 195.00	Note: cisco no longer supports	
		CISCO	WS-C3560-24PS-S	FDO1327X03X	15-Sep-15	14-Sep-16	1	\$ 195.00	\$ 195.00	Note: cisco no longer supports	
		CISCO	WS-C3560-48PS-S	CA T0826N1NG	15-Sep-15	14-Sep-16	1	\$ 333.00	\$ 333.00	Note: cisco no longer supports	
		CISCO	WS-C3560-48PS-S	CA T0826Y1XM	15-Sep-15	14-Sep-16	1	\$ 333.00	\$ 333.00	Note: cisco no longer supports	
		CISCO	WS-C3560-48PS-S	CA T0946N1ZE	15-Sep-15	14-Sep-16	1	\$ 333.00	\$ 333.00	Note: cisco no longer supports	
		CISCO	WS-C3560-48PS-S	CA T0946R1EB	15-Sep-15	14-Sep-16	1	\$ 333.00	\$ 333.00	Note: cisco no longer supports	
		CISCO	WS-C3560-48PS-S	CA T0946R1R5	15-Sep-15	14-Sep-16	1	\$ 333.00	\$ 333.00	Note: cisco no longer supports	
		CISCO	WS-C3560-48PS-S	CA T0946R1SR	15-Sep-15	14-Sep-16	1	\$ 333.00	\$ 333.00	Note: cisco no longer supports	
		CISCO	WS-C3560-48PS-S	CA T0946R1T7	15-Sep-15	14-Sep-16	1	\$ 333.00	\$ 333.00	Note: cisco no longer supports	
		CISCO	WS-C3560-48PS-S	CA T0946R1TB	15-Sep-15	14-Sep-16	1	\$ 333.00	\$ 333.00	Note: cisco no longer supports	
		CISCO	WS-C3560-48PS-S	CA T0946R1TE	15-Sep-15	14-Sep-16	1	\$ 333.00	\$ 333.00	Note: cisco no longer supports	
		CISCO	WS-C3560-48PS-S	FDO1234X2EZ	15-Sep-15	14-Sep-16	1	\$ 333.00	\$ 333.00	Note: cisco no longer supports	
		CISCO	WS-C3560-48PS-S	FDO1245Y32K	15-Sep-15	14-Sep-16	1	\$ 333.00	\$ 333.00	Note: cisco no longer supports	
		CISCO	WS-C3750-48PS-S	CA T0939R44M	15-Sep-15	14-Sep-16	1	\$ 436.00	\$ 436.00	Note: cisco no longer supports	
		CISCO	WS-C3750-48PS-S	CA T0947R1HX	15-Sep-15	14-Sep-16	1	\$ 436.00	\$ 436.00	Note: cisco no longer supports	
		CISCO	WS-C3750-48PS-S	CA T0947R1TV	15-Sep-15	14-Sep-16	1	\$ 436.00	\$ 436.00	Note: cisco no longer supports	
		CISCO	WS-C3750-48PS-S	CA T0947R1TZ	15-Sep-15	14-Sep-16	1	\$ 436.00	\$ 436.00	Note: cisco no longer supports	
		CISCO	WS-C3750-48PS-S	CA T0947R1V1	15-Sep-15	14-Sep-16	1	\$ 436.00	\$ 436.00	Note: cisco no longer supports	
		CISCO	WS-C3750-48PS-S	CA T0947R1VL	15-Sep-15	14-Sep-16	1	\$ 436.00	\$ 436.00	Note: cisco no longer supports	
		CISCO	WS-C3750-48PS-S	CA T0947R1VY	15-Sep-15	14-Sep-16	1	\$ 436.00	\$ 436.00	Note: cisco no longer supports	
		CISCO	WS-C3750-48PS-S	CA T0947R1W1	15-Sep-15	14-Sep-16	1	\$ 436.00	\$ 436.00	Note: cisco no longer supports	
		CISCO	WS-C3750-48PS-S	CAT1115ZHFM	15-Sep-15	14-Sep-16	1	\$ 436.00	\$ 436.00	Note: cisco no longer supports	





sentinel

CITY OF BLOOMINGTON											
City	State	Manufacturer	Device	Serial Number	Next Contract Start Date	End Date	Qty	Unit Price	Ext. Price	Special Notes	
BLOOMINGTON	IL	109 E OLVEST	SENTINEL HANS™ PSS PARTS ONLY 8X5XNBD								
		CISCO	AIR-CT5508-100-K9	FCW1843LOCC	1-Jan-16	14-Sep-16	1	\$2,499.00	\$ 2,499.00		
		CISCO	AIR-CT5508-HA-K9	FCW1843LOEA	1-Jan-16	14-Sep-16	1	\$1,250.00	\$ 1,250.00		
		CISCO	CTS-QSC20-MC	66290010106	25-Mar-16	14-Sep-16	2	\$ 14.00	\$ 28.00		
		CISCO	CTS-SX10-K9	FTT1911028G	25-Mar-16	14-Sep-16	1	\$ 104.00	\$ 104.00		
		CISCO	CTS-SX10-K9	FTT1911028V	25-Mar-16	14-Sep-16	1	\$ 104.00	\$ 104.00		
BLOOMINGTON	IL	109 E OLVEST	SENTINEL HANS™ SOFTWARE SUPPORT								
		CISCO	L-P2X-LF-50	662900162	18-Sep-15	14-Sep-16	1	\$ 717.00	\$ 717.00		
BLOOMINGTON	IL	109 E OLVEST	STI HANS™ PSS SOFTWARE SUPPORT								
		CISCO	L-CCX-85-A-E-LIC	6629001109	15-Sep-15	14-Sep-16	1	\$ 137.00	\$ 137.00		
		CISCO	VMW-VS5-ST-1A=	662900169	15-Sep-15	14-Sep-16	2	\$ 287.00	\$ 574.00		
		CISCO	ER-USR-LIC-10-NEW	662900195	18-Sep-15	14-Sep-16	50	\$ 17.00	\$ 850.00		
		CISCO	L-CCX-85-E-25SL=	662900196	18-Sep-15	14-Sep-16	2	\$3,382.00	\$ 6,764.00		
		CISCO	LIC-CUCM-USR-A	662900197	18-Sep-15	14-Sep-16	500	\$ 17.00	\$ 8,500.00		
		CISCO	L-UNITYCN8-USR	662900198	18-Sep-15	14-Sep-16	450	\$ 11.00	\$ 4,950.00		
<b>TOTAL:</b>									<b>\$ 86,752.00</b>		

Terms: Net 30 days.  
 This quote is valid for 30 days from 09 / 28 / 2015.

CUSTOMER:  
 City of Bloomington

Signature \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

P.O. #: \_\_\_\_\_

CONTRACTOR:  
 Sentinel Technologies, Inc.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**CONSENT AGENDA ITEM NO. 7F**

FOR COUNCIL: October 12, 2015

**SUBJECT:** Consideration of adopting a Resolution with Illinois Department of Transportation (IDOT) approving the Allocation of Motor Fuel Tax Funds for Professional Engineering Services for Design and Construction Plan Preparation of Linden Street Bridge Rehabilitation (Ward 4) in the amount of \$221,000.

**RECOMMENDATION/MOTION:** That the Resolution with IDOT for Improvement by Municipality Under the Illinois Highway Code for Engineering Design of Linden Street Bridge Rehabilitation in the amount of \$221,000.00 be approved, 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 2a "Better quality roads and sidewalks", and 2d "Well-designed, well-maintained City facilities emphasizing productivity and customer service".

**BACKGROUND & OVERVIEW:** At the Council Meeting of September 14, 2015 Council approved the selection of Farnsworth Group, Inc. to perform structural engineering design of the Linden Street Bridge Rehabilitation Project at the contract price of \$220,336.58. It is intended to use a portion of the City's Motor Fuel Tax (MFT) Fund allotment to pay the cost for this engineering, and it is necessary for Council to approve the allocation of MFT Funds for the work and report the amount to the Illinois Department of Transportation (IDOT).

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Bloomington Citizen and Council input were sought regarding construction of an underpass for Constitution Trail.

**FINANCIAL IMPACT:** Motor Fuel Tax (MFT) Funds were budgeted in the FY 2016 Adopted budget for this project in the amount of \$1,000,000. The design and construction plan preparation will take place in FY 2016 at a cost of \$220,336.58. The construction will be re-budgeted by Public Works in the Proposed FY 2017 Budget. Stakeholders can locate this item in the FY 2016 Budget Book titled "Other Funds & Capital Improvement Program" under the Motor Fuel Tax-Street Construction & Improvement (20300300-72530) on pages 10, 251, 255 and 275-276.

Respectfully submitted for Council consideration.

Prepared by: Greg Kallevig, PE, CFM, Project Engineer

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

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

Legal review by:

Jeffery R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Resolution for Improvement by Municipality Under the Illinois Highway Code (Form BLR 09111)

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Motion: That the Resolution with IDOT for Improvement by Municipality under the Illinois Highway Code for Engineering Design of Linden Street Bridge Rehabilitation in the amount of \$221,000.00 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 Mwilambwe			
Alderman Buragas				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower							
				Mayor Renner			



BE IT RESOLVED, by the Council of the City of Bloomington Illinois that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
Linden Street	FAU 6405	Emerson Street	+/- 100' N. of Dawes Place

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of Engineering design of superstructure replacement and partial substructure replacement of the Linden Street Bridge over Sugar Creek, new multi-use trail under the bridge including retaining walls, and necessary roadway improvements.

and shall be constructed 59' (o-o) wide and be designated as Section 15-00354-00-BR

2. That there is hereby appropriated the (additional  Yes  No) sum of Two hundred twenty one thousand and no/100 Dollars ( 221000 ) for the improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract; and, Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved \_\_\_\_\_

Date \_\_\_\_\_

Department of Transportation

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

I, Cherry L. Lawson Clerk in and for the City of Bloomington City, Town or Village County of McLean, hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Council Council or President and Board of Trustees at a meeting on October 12, 2015 Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
City, Town, or Village Clerk



## CONSENT AGENDA ITEM NO. 7G

FOR COUNCIL: October 12<sup>th</sup>, 2015

**SUBJECT:** Consideration of approving a Lake Bloomington Lease Transfer Petition for Lot 7, Block 1 of Camp Kickapoo, from Julia Plattner to Andrew & Ashley Netzer.

**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 May, 2015. The septic system appears to be functioning normally. The septic tank does not need to be pumped but should be checked regularly. The inlet lid on the septic tank has a corner broken off. The pump station does not have 1.5 day capacity and it does not have a dual pump. 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. Though useful life of a sewage disposal system can extend past the average life span noted by the McLean County Health Department, Staff cannot accurately estimate the useful life remaining in the existing system. If the system were to fail, the resident would be responsible for costs associated with repair of the system and there is a possibility, based on the size of the leased lot, the resident would not have any viable repair / replacement options. Currently a City owned sanitary sewage collection system does not exist at Lake Bloomington and therefore the City is not in a position to assist the resident in the event of sewage disposal system failure.

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

**FINANCIAL IMPACT:** This petition will have a neutral financial impact in that 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 \$503.94 per year in lease income. This lake lease income will be posted to Lake Maintenance-Lease account (50100140 – 57590). Stakeholders can locate this in the FY 2016 Budget Book titled “Other Funds & Capital Improvement Program” on page 128.

Respectfully submitted for Council consideration.

Prepared by:

Connie Fralick, Office Manager

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

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

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Lake Lease Transfer Petition dated 9-24-2015
- Septic Report dated 9-1-2015
- Location Map
- Aerial Map

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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			

## MEMO

TO: Connie Fralick, Water Dept.  
FROM: Andrew Coffey, Support Staff IV  
DATE: September 24, 2015  
SUBJECT: Lake Bloomington Lease Transfer

A Petition and Lake Lease Transfer request has been submitted for Lot 7 in Block 1 in Camp Kickapoo, from Julie Plattner to Andrew & Ashley Netzer. Attached please find the Lake Lease Transfer documents.

EAV for this property is \$125,984.00. The Lake Lease is currently at a 0.4 rate, generating \$503.94 in revenue. The lake lease rate will remain at 40 cents per \$100 EAV. The PIN number is 08-06-302-002.

The previous Petition was for the new lease to go to Mustang Holdings, LLC which was filed on September 1, 2015. Attached is a new lease document showing the Netzer's as the buyer. All other documents submitted on September 1<sup>st</sup> remain the same.

Please prepare a Council memorandum for the October 12, 2015 meeting. The deadline for this meeting is **Wednesday, September 30th at 12:00 pm.**

If you have any questions or require additional information, please contact the Clerk's Office.

Thank you for your prompt attention to this matter.

cc: Legal Dept.

LAKE BLOOMINGTON LEASE TRANSFER PETITION

That the purchase price and rentals having been paid to the City of Bloomington for:

Lot 7 Block 1 of Camp Kickapoo

I respectfully petition the City Council of the City of Bloomington, Illinois to approve the transfer of the Lease on the above property:

From: Julie Plattner individually and as agent (Sellers Name)

To: Andy & Ashley NetZER (Buyers Name)

Andrew

Julie A. Plattner

(Signatures of Seller)

\*\*\*\*\*

To the Honorable Mayor and City Council of the City of Bloomington, Illinois:

Now comes Andrew & Ashley NetZER (Buyer) and

respectfully shows that He/She/They became the purchaser of all right, title and interest of \_\_\_\_\_ (Seller) In and

to the Lease made on the (Date) \_\_\_\_\_ upon the above property, all located in McLean County, Illinois, together with all the improvements, buildings and appurtenances thereon situated and thereunto belonging, and that the said \_\_\_\_\_ (Seller)

has executed deed of transfer of their interest in said premises and an assignment of the Leases therefore your petitioner.

Petitioner further shows that in and by the terms of said Leases it was provided that the Lessee shall not sell, assign or transfer said premises without the written consent of the Lessor.

Petitioner therefore prays that the written consent to said transfer may be forthwith provided by the said Lessor, the City of Bloomington, Illinois and your petitioner has submitted herewith a form of said written consent.

Respectfully submitted,

Andy Netzer  
Ashley Netzer

(Signature of Buyer(s))

\*\*\*\*\*W

WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON LOT 7  
BLOCK 1 CAMP Kickapoo, OF LAKE BLOOMINGTON.

Now comes the City of Bloomington and gives this, its written consent to the assignment on all right, title and interest of (seller) \_\_\_\_\_ in and to the premises known as Lot \_\_\_\_\_ Block \_\_\_\_\_ in Camp \_\_\_\_\_, McLean County, Illinois and to the leases thereon executed by the City of Bloomington, Illinois.

Said consent to said assignment and transfer however, is with the express understanding that the said Lessor retains all right in said leases provided, and particularly its right to the payment of any unpaid rental thereon with all legal remedies incidental thereto.

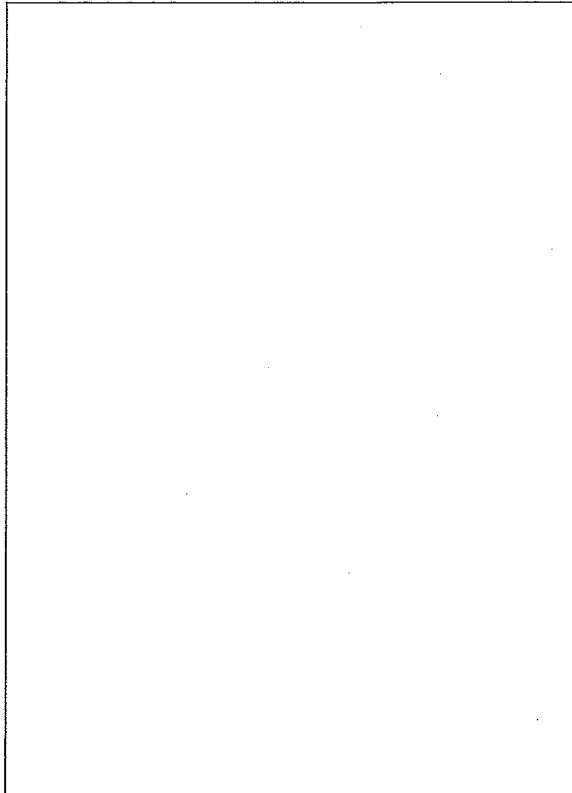
Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Mayor



LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and *ANDREW & ASHLEY NETZER*



(if more than one Lessee, cross out 2 of the following that do not apply) (as joint tenants) (as tenants in common) (as tenants by the entirety) of \_\_\_\_\_, County of McLean, State of Illinois, hereinafter called "Lessee,"

WITNESSETH

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

1. PREMISES. The City leases to Lessee the following described real estate owned by the City in the vicinity of Lake Bloomington, Illinois as follows:  
 Lot 7 in Block 1 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. TERM OF LEASE. The term of this Lease shall be for a term commencing (**cross out the one that does not apply**) (on the date of this Lease) (on January 1 following the date of this Lease) and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.
3. RENT.

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

- A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:
- 1) ~~If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of 15¢ (\$.15) per \$100 of equalized assessed value (hereafter EAV) for said property, including land and improvements, as determined by the Supervisor of Assessments of McLean County, Illinois. Said rate will remain in effect upon assignment of this Lease to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.~~
  - 2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ (\$.15) per \$100 EAV, the rent shall be charged at the rate of 40¢ (\$.40) per \$100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.
  - 3) ~~If the Lessee is not eligible for the 15¢ (\$.15) or 40¢ (\$.40) per \$100 EAV rental rate, the rent shall be charged at the rate of \_\_\_\_\_ ¢ (\$.\_\_\_\_\_) per \$100 EAV.~~

SELECT THE RENT TO BE PAID BY CORSSING OUT 2 OF THE 3 RENT OPTIONS.

- B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the. United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.
4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.
  5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as

if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.

6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.
7. WATER. Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.
8. GARBAGE. City will provide weekly garbage service at a fee to be set by the City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.
9. ASSIGNMENT. Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.
10. RULES & REGULATIONS. Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.
11. USE OF AND ACCESS TO LAKE. Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.
12. TREE CUTTING. No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.
13. DEFAULT. If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does

not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.

14. **TERMINATION BY LESSEE.** Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.

15. **EMINENT DOMAIN.** If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between City and Lessee as follows:

That portion of the award for the taking and/or damaging the City's remainder interest in the land following the expiration of this Lease shall be paid to City. That portion of the award for the taking or damaging the leasehold interest of Lessee in the leased premises or the improvements located thereon shall be paid to Lessee.

16. **PRIOR LEASE TERMINATED.** If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.

17. **NOTICE.** Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

City

City of Bloomington  
City Hall  
109 E. Olive Street  
Bloomington, IL 61701

Lessee Name and Mailing Address

Andrew  
Andy & Ashley Netzer  
8 Stonebrook  
Bloomington, IL 61704

Lessee Billing Address

Andrew  
Andy & Ashley Netzer  
311 S. Main Street  
Normal, IL 61761

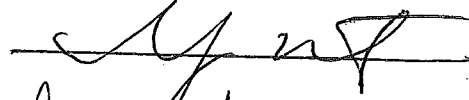
18. **BINDING EFFECT.** This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.

-Lessor-

-Lessee-

CITY OF BLOOMINGTON

A handwritten signature in cursive script, appearing to read "Amy", written over a horizontal line.

By:

\_\_\_\_\_  
Its Mayor

A handwritten signature in cursive script, appearing to read "Amy", written over a horizontal line.

Attest:

---

City Clerk

---

(Above Space for Recordors Use Only)

**POWER OF ATTORNEY**  
**Sale of Real Estate**

KNOW ALL MEN by these presents, that we, Colleen P. Doering, Thomas G. Wait, Connie Nance Wait, Independent Executor of the Estate of David Scott Wait (Livingston County Case 2015 P 23), Laurence W. Wait, a/k/a Lawrence W. Wait, individually, and Lawrence W. Wait and Carol S. Wait, as Trustees of the Lawrence W. Wait and Carol S. Wait Trust Agreement dated February 19, 2007, do hereby make, constitute and appoint JULIE A. PLATTNER of the County of McLean, State of Illinois, my/our true and lawful attorney in fact, for me, and in my name, place and stead, to grant, bargain, sell, convey, or contract for the sale and conveyance of the following described property owned in part by me, situated in the Village of Hudson, County of McLean, and State of Illinois, to wit:

Leasehold estate created by that certain indenture of lease made by the City of Bloomington, a Municipal Corporation of McLean County, Illinois to Julia A. Plattner, Laurence W. Wait, Thomas G. Wait, Colleen P. Doering, D. Scott Wait and Randolph E. Wait dated April 26, 2005 and recorded June 16, 2005 as Document No. 2005-17094 and leasing for a term of years beginning April 26, 2005 and ending December 31, 2131, the following described premises:

Lot 7 in Block 1 in Camp Kickapoo according to a private unrecorded Plat of the ground belonging to the City of Bloomington, in Hudson and Money Creek Townships, in McLEAN COUNTY, ILLINOIS.

PIN 08-06-302-002

Said attorney in fact is authorized to grant, bargain, sell, convey, or contract for the sale and conveyance of any or all of the above described property to any person for such price or prices, and on such terms and conditions, as my attorney in fact may deem proper, and in my name to make, execute, acknowledge, and deliver a good and sufficient deed or deeds of conveyance, releases, or other instrument or instruments, necessary to effect such sale, conveyance or agreement.

I grant to said attorney in fact full power and authority to perform all acts to be done in and about the premises as herein described, as I could do if personally present, including, without limitation, the power to convey and release any homestead interest and to deal with the real estate as though the absolute owner, with full power to execute deeds and documents of title necessary to vest title in any purchaser(s), who need not look to the application proceeds so paid, and to execute any documents or instruments required by any governmental agency, title company or lending institution which may be necessary to close a transaction and obtain the proceeds of sale of the real estate, with full power and authority to

execute affidavits, closing statements, escrow agreements, disbursement statements and authorizations, HUD, FHA, or other USDA, FSA or NCRS documents.

I authorize said attorney in fact to request, demand, sue for, collect, recover, and receive all monies which may become due and owing to me by reason of such sale and conveyance, whether by deed, contract or other instrument.

I further authorize said attorney to execute any and all transfer petitions, applications, assignments, leases, agreements, consents and all other instruments that may be required by the City of Bloomington or any other federal, state or local governmental agency, unit or division thereof that is required in order to transfer the real estate interest described herein.

I hereby revoke all powers of attorney heretofore made by me authorizing any person to do any act relative to the above described lands, or any part thereof, hereby ratifying and confirming whatsoever the herein appointed attorney in fact may do in the premises by virtue hereof.

I hereby agree to indemnify, defend and hold my attorney in fact harmless against any costs, claims, expenses, actions, or any liability whatsoever, including reasonable attorney fees, arising out of the execution of the attorney in fact's performance of work, including any federal, state, or local environmental hazard, violation, or liability associated with the real estate, breach of contract, title defects and any other matter arising out of the sale of this real estate or the use of this power of attorney.

All rights, powers and authority of said attorney in fact to exercise any and all of the rights and powers herein granted shall commence and be in full force and effect as of September 1, 2015, and such rights, powers and authority shall remain in full force and effect thereafter until completion of the sale of the above-described property to Mustang Holdings, LLC.

SIGNATURE PAGES TO FOLLOW



IN WITNESS WHEREOF, I have hereunto set my hand this 18 day of September, 2015.

WITNESSES:

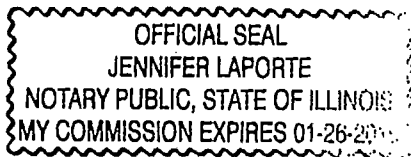
Byrell J. Wilkins III  
[Signature]

PRINCIPAL

Colleen P. Doering  
COLLEEN P. DOERING

STATE OF ILLINOIS, COUNTY OF McLean

BE IT KNOWN, that on this 18 day of September, 2015, before me, a Notary Public in and for the County of McLean, personally appeared COLLEEN P. DOERING, who is known to me to be the person described in and who executed the foregoing Power of Attorney and acknowledged the same to be his/her free act and deed.



Jennifer Laporte  
Notary Public

My commission expires: 01-26-2019

This document prepared by  
and when recorded return to:  
Thomas E. Herr  
Dunn Law Firm, LLP  
1001 North Main Street  
Bloomington, Il 61701  
(309) 828-6241  
teh@dunnlaw.com

IN WITNESS WHEREOF, I have hereunto set my hand this 10 day of September, 2015.

WITNESSES:

PRINCIPAL

[Signature] David Rumer  
[Signature] HEIM A VOORHEIS

Thomas G. Wait  
THOMAS G. WAIT

STATE OF ILLINOIS, COUNTY OF McLean

BE IT KNOWN, that on this 10 day of September, 2015, before me, a Notary Public in and for the County of McLean, personally appeared THOMAS G. WAIT, who is known to me to be the person described in and who executed the foregoing Power of Attorney and acknowledged the same to be his/her free act and deed.



[Signature]  
Notary Public  
My commission expires: 5/29/18

This document prepared by  
and when recorded return to:  
Thomas E. Herr  
Dunn Law Firm, LLP  
1001 North Main Street  
Bloomington, IL 61701  
(309) 828-6241  
teh@dunnlaw.com

IN WITNESS WHEREOF, I have hereunto set my hand this 18 day of September, 2015.

WITNESSES:

PRINCIPAL

Scout Frame  
Maryl Kaupp

Connie Nance Wait  
CONNIE NANCE WAIT, Independent Executor  
of the Estate of David Scott Wait

STATE OF ILLINOIS, COUNTY OF LIVINGSTON

BE IT KNOWN, that on this 18th day of September, 2015, before me, a Notary Public in and for the County of LIVINGSTON, personally appeared CONNIE NANCE WAIT, who is known to me to be the person described in and who executed the foregoing Power of Attorney and acknowledged the same to be his/her free act and deed.

Maryl Frame  
Notary Public

My commission expires: 12/19/17

This document prepared by  
and when recorded return to:  
Thomas E. Herr  
Dunn Law Firm, LLP  
1001 North Main Street  
Bloomington, IL 61701  
(309) 828-6241  
teh@dunnlaw.com



IN WITNESS WHEREOF, we have hereunto set our hands this 24<sup>th</sup> day of September, 2015.

WITNESSES:

*Cathy McCleery*

*Lisa Cortigon*

PRINCIPAL

*Lawrence W. Wait*  
LAWRENCE W. WAIT, individually and  
as Trustee aforesaid

*Carol S. Wait*  
CAROL S. WAIT, as Trustee aforesaid

STATE OF ILLINOIS, COUNTY OF Adams

BE IT KNOWN, that on this 24 day of September, 2015, before me, a Notary Public in and for the County of Adams, personally appeared LAWRENCE W. WAIT and CAROL S. WAIT, who are known to me to be the persons described in and who executed the foregoing Power of Attorney and acknowledged the same to be his/her free act and deed.

*Marcia M. Grotte*  
Notary Public

My commission expires: 02-08-19

This document prepared by  
and when recorded return to:  
Thomas E. Herr  
Dunn Law Firm, LLP  
1001 North Main Street  
Bloomington, IL 61701  
(309) 828-6241  
teh@dunnlaw.com

## MEMO

TO: Connie Fralick, Water Dept.  
FROM: Andrew Coffey, Support Staff IV  
DATE: September 1, 2015  
SUBJECT: Lake Bloomington Lease Transfer

A Petition and Lake Lease Transfer request has been submitted for Lot 7 in Block 1 in Camp Kickapoo, from Julia Plattner, Laurence Wait, Thomas Wait, Colleen Doering, and D. Scott Wait to Mustang Holdings, LLC. Attached please find the Lake Lease Transfer documents.

EAV for this property is \$125,984.00. The Lake Lease is currently at a 0.4 rate, generating \$503.94 in revenue. The lake lease rate will remain at 40 cents per \$100 EAV. The PIN number is 08-06-302-002.

Please prepare a Council memorandum for the September 28, 2015 meeting. The deadline for this meeting is **Wednesday, September 16th at 12:00 pm.**

If you have any questions or require additional information, please contact the Clerk's Office.

Thank you for your prompt attention to this matter.

cc: Legal Dept.



McLean County Health Department  
200 West Front Street, Room 304  
Bloomington, IL 61701

September 1, 2015

Ms. Julie Pattner  
2302 Revere Road  
Bloomington, IL 61705

Re: Septic Permit #94-8975  
Parcel #08-06-302-002  
Lot 107, Lk. Blm.-Kickapoo Subdivision

Dear Ms. Pattner:

On May 29, 2015, this department received a septic system evaluation report from Mr. Rob Williamson, a McLean County licensed private sewage system installer, regarding the above-referenced property. The septic system evaluation was performed on May 27, 2015 and the following deficiencies were noted:

- The water softener discharges to the septic tank. This may remain as is until the septic system is repaired or replaced.
- The lid on the inlet side of the septic tank is not in good condition. This must be repaired or replaced. **Ms. Cathy Stone with this department verified that the lid has been replaced on June 26, 2015.**
- The lift station does not have enough volume for 1.5 times the daily flow and does not have a dual pump. This may remain as is until the septic system is repaired or replaced.
- The alarm is located in the basement. This may remain as is until the septic system is repaired or replaced.

As the current owner of a surface discharging septic system (sand filter, aerobic treatment unit, etc.), this office is informing you of State wide changes in regulations regarding the operation and ownership of such discharging septic systems. They include the following:

1. As of February 10, 2014, any proposed new or replacement surface discharging system must have coverage under a National Pollutant Discharge Elimination System (NPDES) permit prior to installation. For more information, please visit our website at [www.health.mcleancountyil.gov](http://www.health.mcleancountyil.gov).
2. Routine sampling of the effluent discharged from the system and the reporting of the laboratory results to a regulatory agency or agencies.

Ms. Julie Pattner  
Page 2

3. The cost of effluent sampling and any additional treatment components needed to keep the system compliant with permit requirements will be the responsibility of the owner of the system.
4. IDPH now requires additional operation and maintenance for on-site wastewater treatment systems repaired or installed after January 1, 2014.
5. Future regulations that are implemented by the Illinois Environmental Protection Agency (IEPA) and/or the Illinois Department of Public Health (IDPH) for systems constructed prior to February 10, 2014.

Chlorine tablets made for use in the chlorinator are available through the following companies:

Bradford Supply  
2000 South Bunn Street  
Bloomington, IL 61704  
Phone: (309) 828-8313

Tolan's Excavating  
2903 Gill Street  
Bloomington, IL 61704  
Phone: (309) 663-0191

Zeschke Septic Cleaning  
2408 Greyhound Road  
Bloomington, IL 61704  
Ph: (309) 808-2776

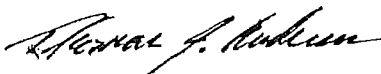
Shoemaker Farm Drainage  
202 W. Pine Street  
LeRoy, IL 61752  
Phone: (309) 962-3108

In summary, the septic system was installed in 1994 and is now approximately 21 years old. This office considers the average life expectancy of a septic system to be 20 to 25 years. The property has been used seasonally and is currently vacant. The system may evaluate differently under normal use conditions.

For information on routine operation and maintenance of your septic system, please visit our website at [www.health.mcleancountyil.gov](http://www.health.mcleancountyil.gov).

Please contact Ms. Cathy Stone of this department at (309) 888-5482 within 10 days of the date of this letter, to discuss the options available to you to bring the property into compliance with code requirements.

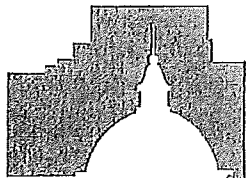
Respectfully,



Thomas J. Anderson  
Director of Environmental Health

cc: Mr. Rob Williamson, Williamson Excavating, LLC  
Mr. Rick Twait, City of Bloomington  
Ms. Nancy Brady

AC-0601-15-097b



McLean County  
Health Department  
*Partners in Prevention*

McLean County Health Department  
200 West Front Street, Room 304  
Bloomington, IL 61701

---

July 2, 2015

Ms. Julie Pattner  
2302 Revere Road  
Bloomington, IL 61705

Re: Septic Permit #94-8975  
Parcel #08-06-302-002  
Lot 107, Lk. Blm.-Kickapoo Subdivision

Dear Ms. Pattner:

On May 29, 2015, this department received a septic system evaluation report from Mr. Rob Williamson, a McLean County licensed private sewage system installer, regarding the above-referenced property. The septic system evaluation was performed on May 27, 2015 and the following deficiencies were noted:

- The water softener discharges to the septic tank. This may remain as is until the septic system is repaired or replaced.
- The lid on the inlet side of the septic tank is not in good condition. This must be repaired or replaced. Ms. Cathy Stone with this department verified that the lid has been replaced on June 26, 2015.
- The lift station does not have enough volume for 1.5 times the daily flow and does not have a dual pump.
- The alarm is located in the basement. This may remain as is until the septic system is repaired or replaced.

As the current owner of a surface discharging septic system (sand filter, aerobic treatment unit, etc.), this office is informing you of State wide changes in regulations regarding the operation and ownership of such discharging septic systems. They include the following:

1. As of February 10, 2014, any proposed new or replacement surface discharging system must have coverage under a National Pollutant Discharge Elimination System (NPDES) permit prior to installation. For more information, please visit our website at [www.health.mcleancountyil.gov](http://www.health.mcleancountyil.gov).
2. Routine sampling of the effluent discharged from the system and the reporting of the laboratory results to a regulatory agency or agencies.



Ms. Julie Pattner  
July 2, 2015  
Page 2

3. The cost of effluent sampling and any additional treatment components needed to keep the system compliant with permit requirements will be the responsibility of the owner of the system.
4. IDPH now requires additional operation and maintenance for on-site wastewater treatment systems repaired or installed after January 1, 2014.
5. Future regulations that are implemented by the Illinois Environmental Protection Agency (IEPA) and/or the Illinois Department of Public Health (IDPH) for systems constructed prior to February 10, 2014.

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Bradford Supply  
2000 South Bunn Street  
Bloomington, IL 61704  
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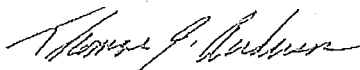
Shoemaker Farm Drainage  
202 W. Pine Street  
LeRoy, IL 61752  
Phone: (309) 962-3108

In summary, the septic system was installed in 1994 and is now approximately 21 years old. This office considers the average life expectancy of a septic system to be 20 to 25 years. The property has been used seasonally and is currently vacant. The system may evaluate differently under normal use conditions.

For information on routine operation and maintenance of your septic system, please visit our website at [www.health.mcleancountyil.gov](http://www.health.mcleancountyil.gov).

Please contact Ms. Cathy Stone of this department at (309) 888-5482 within 10 days of the date of this letter, to discuss the options available to you to bring the property into compliance with code requirements.

Respectfully,



Thomas J. Anderson  
Director of Environmental Health

cc: Mr. Rob Williamson, Williamson Excavating, LLC  
Mr. Rick Twait, City of Bloomington  
Ms. Nancy Brady

## EVALUATION REPORT FOR A MCLEAN COUNTY PRIVATE SEWAGE DISPOSAL SYSTEM

Log #: \_\_\_\_\_  
Date Received: \_\_\_\_\_

This form is to be used for all inspections or evaluations of existing septic systems in McLean County. It is essential that the inspection be as complete as possible to determine the condition of the entire system. This includes interviewing the person who resides at or uses the building the septic system serves. Please complete all sections of the form that apply to the septic system you are evaluating. The tank must be uncovered with the baffles, liquid and sludge depths checked. At a minimum, the field must be probed to determine if there is water standing in the trenches. Upon probing, if it is determined there is water standing in the trenches, the Health Department highly recommends a minimum of two locations in the trenches be exposed to determine the condition of the rock and pipe. Any sign the system is failing or has not functioned properly, must be thoroughly documented on this report. Place all comments in the comment section on the last page.

*This evaluation is NOT FINAL until the McLean County Health Department has reviewed the information in this evaluation and issued a letter regarding the information to the parties listed in the evaluation.*

### 1. Current Owner Information:

Name: Julie Plattner  
Address: 2302 Revere Rd  
Bloomington, IL 61705  
Phone #: Day 309-824-6002 Home 309-664-6812

### 2. Requestor Informtion:

Name: Nancy Brady  
Address: 2203 Eastland Dr  
Bloomington, IL 61704  
Phone #: Day \_\_\_\_\_ Home \_\_\_\_\_

### 3. Property Information:

Parcel Number (Tax ID): ( ) 08-06-302-002 Date Evaluation Performed: 05-27-15  
Address of property evaluated: 25292 Hiawatha Hudson Sub. & Lot: Lake Blm K-107  
Permit available from Health Dept.: Yes  No  Permit #: 94-8975

### 4. Interview Information:

Person interviewed: Nancy Brady Original owner: Yes  No   
Age of home (years): 50 Intended for seasonal use: Yes  No   
Date last occupied: \_\_\_\_\_ Number of occupants: \_\_\_\_\_  
Has tank ever been pumped: Yes  No  If yes, how often: 4 yrs ago

### 5. Interior Evaluation:

Number of bedrooms: 2 Garbage disposal: Yes  No   
Toilet tanks and other fixtures have evidence of leakage or overflow: Yes  No   
Water softener discharges to: septic Clothes washer discharges to: septic  
Dishwasher discharges to: septic Hot tub discharges to: n/a  
Basement plumbing fixtures: Discharge locations:  
a. all a. septic  
b. \_\_\_\_\_ b. \_\_\_\_\_  
c. \_\_\_\_\_ c. \_\_\_\_\_  
d. \_\_\_\_\_ d. \_\_\_\_\_  
Basement floor drains discharge to: septic Garage floor drains discharge to: n/a  
Sump pit/pump discharges to: tile/surface Downspouts discharge to: ground surface

**6. Exterior Evaluation Points:**

**A. SEPTIC TANK(S) -- This Section N/A**

All tanks must not be pumped before the inspection, but should be pumped after the inspection, if needed.

Tank One: N/A <input type="checkbox"/>	Yes	No	Tank Two: N/A <input checked="" type="checkbox"/>	Yes	No
Depth of soil to top of tank: <u>12 inches</u>			Depth of soil to top of tank: _____ inches		
Tank has access within 12" of ground surface	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tank has access within 12" of ground surface	<input type="checkbox"/>	<input type="checkbox"/>
Size: <u>750 gallons</u> Type:			Size: _____ gallons Type:		
Meets current code:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Meets current code:	<input type="checkbox"/>	<input type="checkbox"/>
Tank lids in good condition:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Tank lids in good condition:	<input type="checkbox"/>	<input type="checkbox"/>
Inlet baffle in good condition:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Inlet baffle in good condition:	<input type="checkbox"/>	<input type="checkbox"/>
Evidence of solids on inlet baffle:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evidence of solids on inlet baffle:	<input type="checkbox"/>	<input type="checkbox"/>
Outlet baffle in good condition:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Outlet baffle in good condition:	<input type="checkbox"/>	<input type="checkbox"/>
Evidence of solids on outlet baffle:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evidence of solids on outlet baffle:	<input type="checkbox"/>	<input type="checkbox"/>
Water standing in outlet:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water standing in outlet:	<input type="checkbox"/>	<input type="checkbox"/>
Water level below outlet:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water level below outlet:	<input type="checkbox"/>	<input type="checkbox"/>
Tank needs to be pumped:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Tank needs to be pumped:	<input type="checkbox"/>	<input type="checkbox"/>
Outlet device/filter on tank:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Outlet device/filter on tank:	<input type="checkbox"/>	<input type="checkbox"/>
Type:			Type:		
Back flow into tank from system after pumping:			Back flow into tank from system after pumping:		
Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>			Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>		

**B. SEEPAGE FIELD -- This Section N/A**

Depth to top of field: 12 inches to 20 inches

Square feet of field: 528 square feet

- |   |                                     |                                     |
|---|-------------------------------------|-------------------------------------|
| Meets current code sizing requirements:                                     | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Seepage standing on ground surface:   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Lush vegetation or saturated soil on or near seepage field area:            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Evidence that water has ponded over seepage field or the soil is saturated: | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Solids or "carry over" material present in the rock or bedding material:    | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Depth of water in trench : <u>0 inches</u>                                  |                                     |                                     |

**C. SERIAL DISTRIBUTION/STEP-DOWN -- This Section N/A**

Are the serial distribution relief or "step-down" pipes in compliance with Section 905.60 (d) of the code? Yes  No

**D. SEEPAGE BED -- This Section N/A**

Depth to top of bed: \_\_\_\_\_ inches to \_\_\_\_\_ inches

Square feet of bed: \_\_\_\_\_ square feet

- |  |                          |                          |
|--|--------------------------|--------------------------|
| Meets current code sizing requirements:                                  | <input type="checkbox"/> | <input type="checkbox"/> |
| Seepage standing on ground surface:                                      | <input type="checkbox"/> | <input type="checkbox"/> |
| Lush vegetation or saturated soil on or near seepage bed area:           | <input type="checkbox"/> | <input type="checkbox"/> |
| Evidence water has ponded over seepage bed or is soil saturated:         | <input type="checkbox"/> | <input type="checkbox"/> |
| Solids or "carry over" material present in the rock or bedding material: | <input type="checkbox"/> | <input type="checkbox"/> |
| Depth of water in bed : _____ inches                                     |                          |                          |

**E. SAND FILTER -- This Section N/A**

Minimum soil cover depth to top of sand filter: \_\_\_\_\_ inches  
 Square feet of sand filter: \_\_\_\_\_ square feet

- Is water standing in the distribution pipes or in the rock that surrounds the pipe:  Yes  No
- Meets current code sizing requirements:  Yes  No
- Seepage standing on ground surface over filter:  Yes  No
- Lush vegetation on or near sand filter:  Yes  No
- Evidence if water has ponded over sand filter:  Yes  No
- Sand filter vented as required:  Yes  No
- Vent in good repair:  Yes  No
- Chlorinator with screw on cap present:  Yes  No
- Chlorinator tube with corrosion resistant handle present:  Yes  No
- Evidence of chlorination:  Yes  No
- Evidence of restricted flow in chlorinator:  Yes  No
- Sample port with screw on cap present:  Yes  No

Where does the contact tank discharge to: *(Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.)*: \_\_\_\_\_

**F. PUMP OR LIFT STATION -- This Section N/A**

- Pump chamber an approved design:  Yes  No
- Chamber volume 1.5 times the daily flow:  Yes  No
- Is there a dual pump:  Yes  No
- Alarm present:  Yes  No
- Alarm location: basement
- Alarm properly working with audio and visual functions:  Yes  No

**G. AEROBIC UNIT -- This Section N/A**

Manufacturer: \_\_\_\_\_ Model number: \_\_\_\_\_  
 Size of unit: \_\_\_\_\_ gallons

- Pump running at time of inspection:  Yes  No
- Current maintenance contract in place:  Yes  No
- Who is maintenance contract with: \_\_\_\_\_
- Alarm present:  Yes  No
- Alarm location: \_\_\_\_\_
- Alarm properly working with audio and visual functions:  Yes  No
- Unit discharges to: Seepage field  Seepage bed  Sand filter  Other: \_\_\_\_\_
- If other, what method of chlorination is used: \_\_\_\_\_
- Chlorinator with screw on cap present:  Yes  No
- Chlorinator tube with corrosion resistant handle present:  Yes  No
- Evidence of chlorination:  Yes  No

Where does the contact tank discharge to: *(Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.)*: \_\_\_\_\_

**Include all distances as described below.**

NOTE: Be sure to attach drawing to this report.

The following distances must be verified to ensure all the information is correct and available in the future.

*Well or cistern to: N/A <input type="checkbox"/>	*Geothermal unit to: N/A <input type="checkbox"/>	*Building to:
Septic tank: _____ feet Seepage system: _____ feet Sand filter: _____ feet Effluent tile: _____ feet Effluent discharge: _____ feet Geothermal unit: _____ feet Aerobic unit: _____ feet	Septic tank: _____ feet Seepage system: _____ feet Sand filter: _____ feet Effluent tile: _____ feet Effluent discharge: _____ feet Aerobic unit: _____ feet	Septic tank: _____ feet Seepage system: _____ feet Sand filter: _____ feet Effluent tile: _____ feet Effluent discharge: _____ feet Geothermal unit: _____ feet Aerobic unit: _____ feet
*Water line to:	*Body of water to: N/A <input type="checkbox"/>	
Septic tank: _____ feet Seepage system: _____ feet Sand filter: _____ feet Effluent tile: _____ feet Effluent discharge: _____ feet Aerobic unit: _____ feet	Septic tank: _____ feet Seepage system: _____ feet Sand filter: _____ feet Effluent tile: _____ feet Effluent discharge: _____ feet Aerobic unit: _____ feet	

**Comments:**

**This section is to include any maintenance (pumping) repairs or problems in the history of the septic system. Write any observations and/or conclusions made by probing or excavating the seepage field or sand filter. A serial distribution system must include the condition of each level of field or trench.**

*The septic tank does not need to be pumped at this time but it should be checked regularly and pumped as needed in the future. The inlet lid on the septic tank has a corner broken off. The pump station does not have 1.5 day capacity and it does not have a dual pump. This septic system appears to be functioning normally at this time.*

This is the condition I found the septic system on this day. This evaluation is not and should not be considered a guarantee nor does it imply warranty of how the sewage disposal system may function at any time in the future.

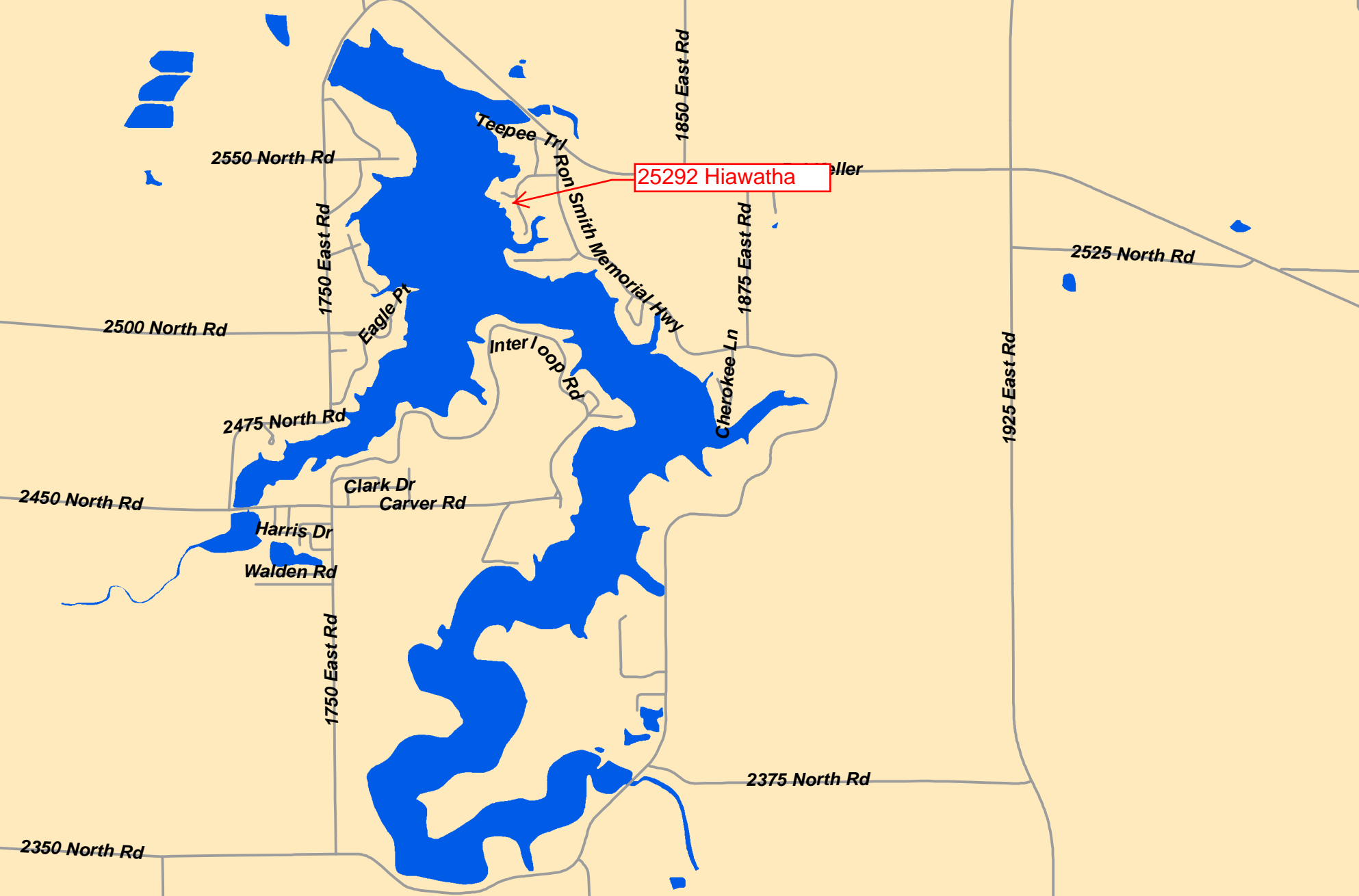
*Rob Williamson*

\_\_\_\_\_  
Inspector's Name (print)

*Rob Williamson*  
\_\_\_\_\_  
Signature

*05-28-15*

\_\_\_\_\_  
Date



25292 Hiawatha

Teepee Trl

Ron Smith Memorial Hwy

1850 East Rd

2550 North Rd

1750 East Rd

Eagle Pt

2500 North Rd

Interloop Rd

1875 East Rd

Cherokee Ln

2475 North Rd

Clark Dr

Carver Rd

2450 North Rd

Harris Dr

Walden Rd

1750 East Rd

1925 East Rd

2525 North Rd

2375 North Rd

2350 North Rd

*Hiawatha Ct*

*Hiawatha Ln*

18269

25292

25280

25292 Hiawatha Ct.  
Lot: 7  
Block: 1  
Camp: Kickapoo





**REGULAR AGENDA ITEM NO. 8A(a)**

**MEMORANDUM**

TO: CITY COUNCIL

FROM: JEFFREY R. JURGENS, CORPORATION COUNCIL

RE: LAW ENFORCEMENT OFFICER-WORN BODY CAMERA ACT

DATE: SEPTEMBER 30, 2015

**LEGISLATIVE OVERVIEW**  
**LAW ENFORCEMENT OFFICER-WORN BODY CAMERA ACT**

**I. BACKGROUND**

The Law Enforcement Officer-Worn Body Camera Act (“Act”) is a new law in Illinois that will take effect on January 1, 2016. At the onset, it is important to note that the Act does not mandate that police departments require their officers to wear body cameras. Instead, the Act focuses on the procedures and process for those police departments that decide to utilize such cameras. The purpose of the legislations is set forth in the Act as follows:

The General Assembly recognizes that trust and mutual respect between law enforcement agencies and the communities they protect and serve are essential to effective policing and the integrity of our criminal justice system. The General Assembly recognizes that officer-worn body cameras have developed as a technology that has been used and experimented with by police departments. Officer-worn body cameras will provide state-of-the-art evidence collection and additional opportunities for training and instruction. Further, officer-worn body cameras may provide impartial evidence and documentation to settle disputes and allegations of officer misconduct. Ultimately, the uses of officer-worn body cameras will help collect evidence while improving transparency and accountability, and strengthening public trust. The General Assembly creates these standardized protocols and procedures for the use of officer-worn body cameras to ensure that this technology is used in furtherance of these goals while protecting individual privacy and providing consistency in its use across this State.

**II. POLICY REQUIREMENTS**

For those departments that utilize body worn cameras, they must adhere to certain policies and guidelines set forth in the Act. Specifically, the Act requires the Illinois Law Enforcement Training Standards Board to develop “basic” guidelines for the use of officer-worn body

cameras. These guidelines are still being formulated, but must contain certain minimum standards as set forth in the Act. Under the minimum standards, the cameras must be:

- (1) equipped with pre-event recording capacity to record at least the 30 seconds prior to the camera activation (unless the cameras were purchased prior to July 2015); and
- (2) capable of recording for a period of 10 hours or more (unless the cameras were purchased prior to July 2015).

As to their use, the minimum standards require the cameras must be turned on at all times when the officer is in uniform and responding to a call while the officer is on duty. However, the Act also provides:

- (1) if exigent circumstances exist which prevent the camera from being turned on, the camera must be turned on as soon as practicable; and
- (2) officer-worn body cameras may be turned off when the officer is inside of a patrol car which is equipped with a functioning in-car camera; however, the officer must turn on the camera upon exiting the patrol vehicle for law enforcement-related encounters.

The Act also provides that such cameras must be turned off when:

- (1) the victim of a crime requests that the camera be turned off, and unless impractical or impossible, that request is made on the recording;
- (2) a witness of a crime or community member who wishes to report a crime requests that the camera be turned off, and unless impractical or impossible that request is made on the recording; or
- (3) the officer is interacting with a confidential informant used by the law enforcement agency.

Notwithstanding the above, an officer may continue to record or resume recording a victim or witness under certain exigent circumstances or the officer has reasonable articulable suspicion that a victim, witness, or confidential informant has committed or is in the process of committing a crime.

Cameras may also be turned off when the officer is engaged in community caretaking functions where no criminal activity exists.

The Act also imposes numerous privacy protections, including:

- (1) absent exigent circumstances, officers must provide notice of recording to any person if the person has a reasonable expectation of privacy and proof of notice must be evident in the recording;
- (2) access to recordings and the labeling process must be restricted; and

- (3) the recordings are exempt from disclosure under FOIA except in limited circumstances for witnesses and victims.

Another major component of the Act involves how long recordings must be maintained. Generally, recordings must be maintained for a minimum of 90 days. Following the 90-day period, the recording must be destroyed unless a recorded encounter has been flagged. An encounter is deemed flagged when: (1) a formal or informal complaint has been filed; (2) the officer discharged his or her firearm or used force during the encounter; (3) death or great bodily harm occurred to any person in the recording; (4) the encounter resulted in a detention or an arrest, excluding traffic stops which resulted in only a minor traffic offense or business offense; (5) the officer is the subject of an internal investigation or otherwise being investigated for possible misconduct; (6) the supervisor of the officer, prosecutor, defendant, or court determines that the encounter has evidentiary value in a criminal prosecution; or (7) the recording officer requests that the video be flagged for official purposes related to his or her official duties.

If a recording is “flagged” it cannot be destroyed prior to 2 years or the disposition of legal proceedings. Recordings can also be retained for training purposes.

Discipline of an officer based on a recording is also limited and recordings cannot be used to discipline an officer unless: (1) a formal or informal complaint of misconduct has been made; (2) a use of force incident has occurred; (3) the encounter on the recording could result in a formal investigation under the Uniform Peace Officers’ Disciplinary Act; or (4) as corroboration of other evidence of misconduct.

Finally, any law enforcement department that utilized officer-worn body cameras must provide an annual report to the Illinois Law Enforcement Training Standards Board on an annual basis. The report requirements are fairly extensive, including details on any recordings used in prosecutions.

### **III. CONCLUSION**

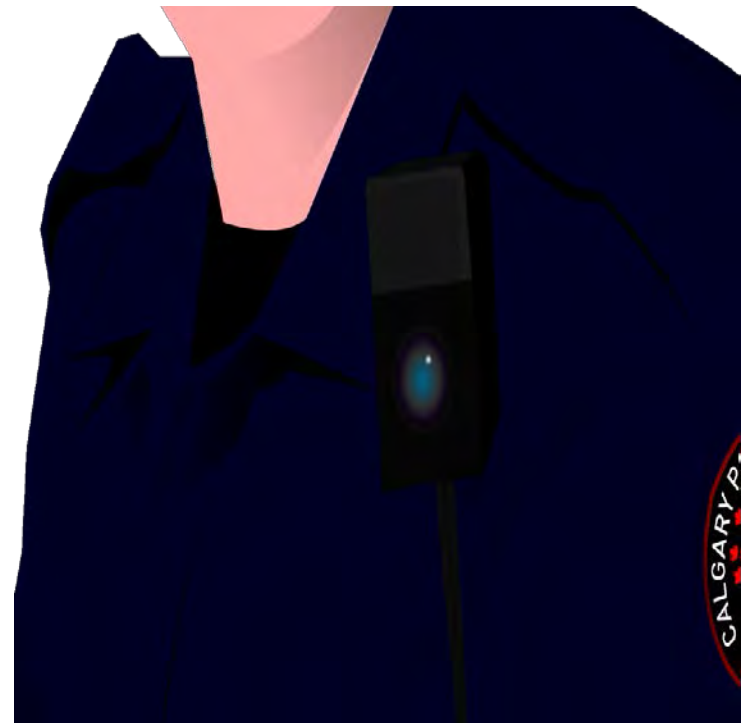
In conclusion, the Law Enforcement Officer-Worn Body Camera Act does not require the City to purchase or utilize body cameras. However, if the City begins utilizing such cameras, the Police Department will be required to adopt a policy that complies with the Act. The City will also have to invest in the necessary equipment to store the recordings for the required time periods and ensure their officers are trained on when the cameras must be used.

# Legislative Overview: Law Enforcement Officer-Worn Body Camera Act



# Law Enforcement Officer-Worn Body Camera Act

- Does not obligate the City to utilize body cameras
- Requires certain policies be in place if body cameras are utilized.



# CAMERA REQUIREMENTS

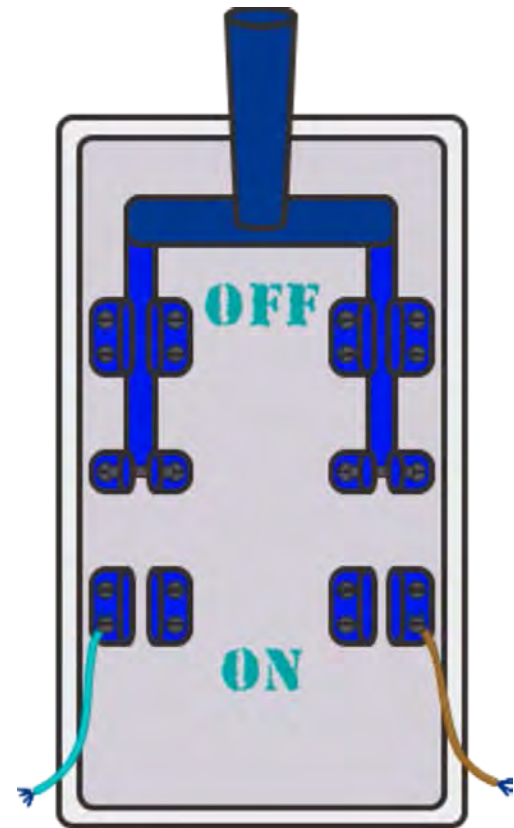
- Pre-event recording capacity – at least 30 seconds prior to the camera activation
- Capable to record for a period of 10 hours or more.



# WHEN MUST CAMERA'S BE ON/OFF?

- Must be on when...
  - The officer is on duty and responding to a call.
- Must be off when...
  - Victim of crime requests it be turned off;
  - Witness of a crime requests it be turned off;
  - Interaction with confidential informants.

\*Can be turned off during caretaking functions



# PRIVACY PROTECTIONS

- Must provide notice of recording to any person with a reasonable expectation of privacy (absent exigent circumstances)
- Access to recordings and the labeling process must be restricted
- FOIA limitations





# MAINTAINING RECORDINGS

- Recordings must be kept for a minimum of 90 days
- “Flagged” recordings must be kept for a minimum of 2 years or the disposition of legal proceedings involving the incident.



# REPORTING REQUIREMENTS

- Annual Report to the Illinois Law Enforcement Training & Standards Board
  - For each recording used in prosecutions of conservation, criminal, or traffic offenses or municipal ordinance violations:
    - the time, date, location, and precinct of the incident; and
    - the offense charged and the date charges were filed.



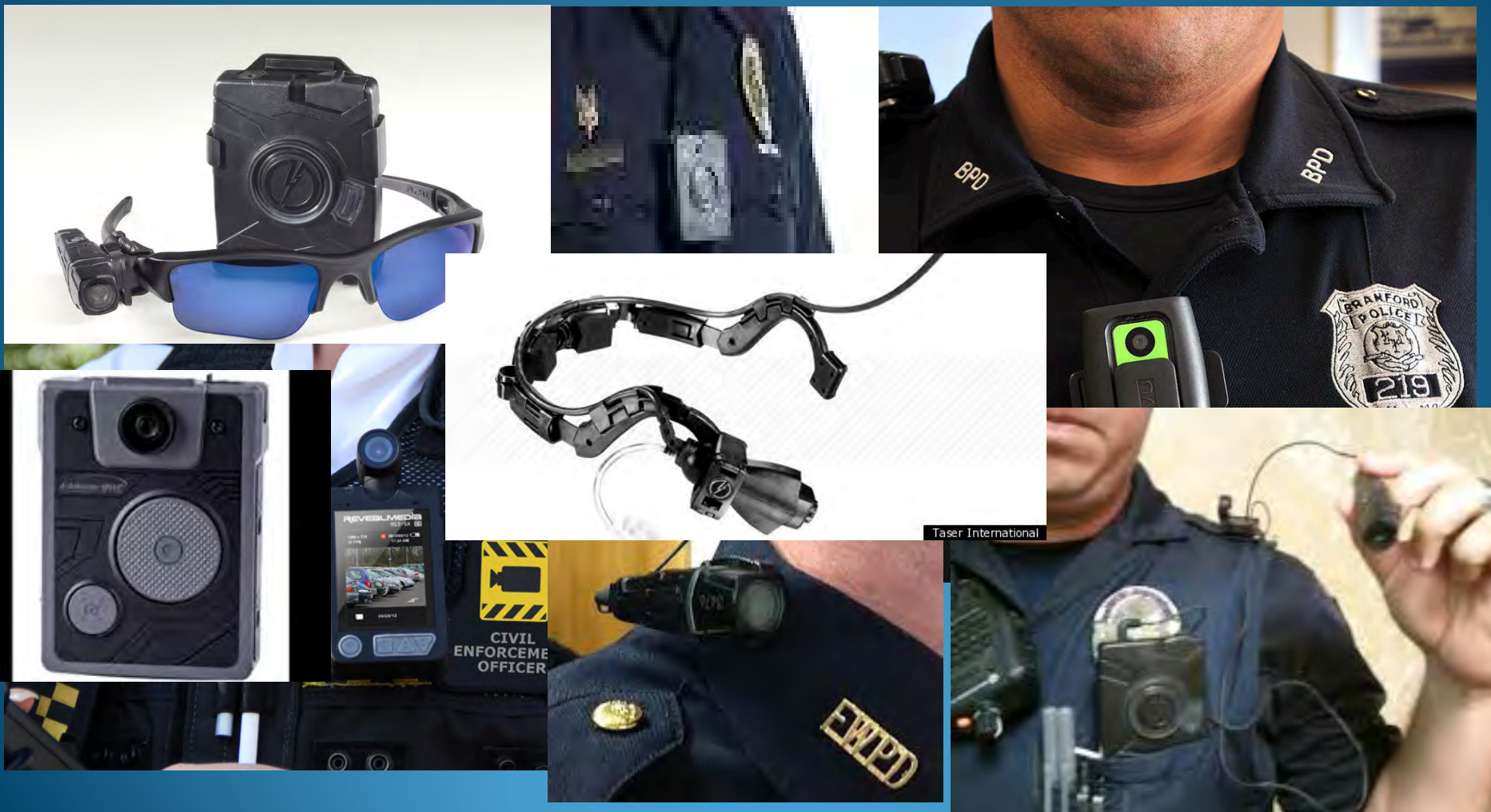
# BODY WORN CAMERAS, AN OVERVIEW



Brendan Heffner  
Chief of Police

# BODY WORN CAMERAS

## What do they look like?



# BODY WORN CAMERAS

## WHY?

- How the public perceives the police department directly impacts effectiveness.
- Public perception of police use of force is a concern of the Bloomington Police Department.
- Body worn cameras allow for an additional limited perspective of law enforcement encounters and may assist in providing a better picture of the evolution of events.
- Body worn cameras will be an additional piece of evidence for evaluation, but will not in all instances, eliminate scrutiny or provide all the answers.

# BODY WORN CAMERAS

## WHY? (continued)

- Results of a 2012 Body Worn Camera Study in Rialto, Ca (population 100,000)
  - Knowledge of the use of Body Worn cameras
    - Reduces escalation of citizen and police contacts on both sides
      - Abusive behaviors by citizens
      - Unnecessary use of force by police
    - If above results are accurate, it could be concluded the following may be reduced
      - Citizen and Officer Injuries
      - Legal and Civil Liabilities
      - Citizen Complaints

# BODY WORN CAMERAS

## Goal of the Bloomington Police Department's use of Body Worn Cameras

- Increase
  - Positive Relationships between citizens and police
  - Accountability
  - Transparency
  - Defensibility
- Reduce
  - Citizen injuries
  - Officer injuries
  - Citizen complaints
  - Costly civil judgments

# BODY WORN CAMERAS

## CHALLENGES

- Technology
  - Emerging and changing
  - Numerous options
  - Determining what is right for the Bloomington Police Department
  - Additional support in the form of staffing will be needed from Information Services
  - Secure Storage and retention of the enormous amounts of data



# BODY WORN CAMERAS

## CHALLENGES (continued)

- Fiscal
  - Costs related to the implementation
    - Cameras average \$800-\$1200 each
    - Approximately 80-100 cameras will be initially needed to provide adequate coverage
    - Depending on activity, an officer could generate 1 to 2 hours (conservatively) of video per shift, the total hours of video a day could exceed 140 hours a day
    - Behind the scenes costs and maintenance
      - Hardware costs (servers, storage, replacements, upgrades)
      - Cloud based storage, if used could be as much as \$99 per month per officer
  - Costs related to the staffing likely needed for increases in FOIA requests
    - Hours of Video to be reviewed in real time for redaction purposes
    - Actual time spent processing FOIA's will exceed the actual length of a particular video
    - The above mentioned 140 hours of video a day would all be likely subject to FOIA

# BODY WORN CAMERAS

## CONCLUSION

- Societal Expectations
  - A department of our size should be progressive
  - Police and Community relations will be strengthened
- Consequences from not implementing
  - Initial question from the public will be, “Why Not?”
  - Negative post event scrutiny



**REGULAR AGENDA ITEM NO. 8A(c)**

FOR COUNCIL: October 12, 2015

**SUBJECT:** Consideration of approving an Interlocal Agreement between the City of Bloomington and McLean County for the purpose of accepting the 2015 Edward Byrne Memorial Grant (JAG) Program Award in the amount of \$28,818 to be used to purchase equipment (Body Worn Cameras) which will integrate with the existing in-car camera system.

**RECOMMENDATION/MOTION:** That the Interlocal Agreement between the City of Bloomington and McLean County for the purpose of accepting the 2015 Edward Byrne Memorial Grant (JAG) Program Award in the amount of \$28,818 to be used to purchase equipment (Body Worn Cameras) which will integrate with the existing in-car camera system be approved, and authorize the Mayor and City Clerk to execute the necessary documents.

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

**STRATEGIC PLAN SIGNIFICANCE:** Grant money allows city services to be delivered in the most cost-effective, efficient manner without over spending from the budget.

**BACKGROUND:** The City of Bloomington, County of McLean and Town of Normal are a disparate jurisdiction. No funds are allocated to the County of McLean or Town of Normal as part of the FY 2015 Edward Byrne Memorial Justice Assistance Grant program. The City of Bloomington will develop a pilot body-worn camera program. This program will seek to increase transparency and police legitimacy within the community. Grant funds will be used to purchase equipment which will integrate with the existing in-car camera system, thus reducing costs as infrastructure already in place will be used. The grant monies will provide twenty body-worn cameras and one secondary camera. Also included is the necessary hardware, software upgrades and licensing to implement a pilot body-worn camera program. The pilot program will allow evaluation of the technology and its integration with current systems at a lower cost than a full implementation. Following the pilot program a determination will be made whether to continue with full implementation of this equipment or seek other options.

Staff recommends acceptance of federal grant money from the 2015 Edward Byrne Memorial Justice Grant (JAG) in the amount of \$28,818. McLean County Board and Town of Normal have agreed to \$0 of the monies. The monies for the City would be used for equipment to enhance both public and officer safety, specifically body worn cameras.

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

**FINANCIAL IMPACT:** This is included in the FY 2016 Budget under Police Administration-JAG Grant Account (10015110-53155). Stakeholders can locate this in the FY 2016 Budget Book titled "Budget Overview & General Fund" on page 254.

Respectfully submitted for Council consideration.

Prepared by: Marsha Ulrich, Office Manager

Reviewed by: Kenneth A. Bays, Assistant Chief of Police

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

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Legislative Overview Memorandum and PowerPoint
- PowerPoint Presentation, Chief Heffner
- Interlocal Agreement

---

Motion: That the Interlocal Agreement between the City of Bloomington and McLean County for the purpose of accepting the 2015 Edward Byrne Memorial Grant (JAG) Program Award in the amount of \$28,818 to be used to purchase equipment (Body Worn Cameras) which will integrate with the existing in-car camera system 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			

GMS APPLICATION NUMBER 2015-H3119-IL-DJ

CONTRACT NO. \_\_\_\_\_

THE STATE OF ILLINOIS

KNOW ALL BY THESE PRESENT

COUNTY OF MCLEAN

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF BLOOMINGTON, IL;  
AND COUNTY OF MCLEAN, IL**

**2015 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this 18<sup>th</sup> day of June, 2015, by and between The COUNTY of McLean, acting by and through its governing body, McLean County Board, hereinafter referred to as COUNTY, and the CITY of Bloomington, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of McLean County, State of Illinois, witnesseth:

**WHEREAS**, this Agreement is made under the authority of the County and City Government codes; and,

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

**WHEREAS**, the City agrees to provide the County \$0 from the JAG award.

**WHEREAS**, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG Funds.

**NOW THEREFORE**, the COUNTY and CITY agree as follows:

**Section 1.**

CITY agrees to pay COUNTY a total of \$0 of JAG funds.

**Section 2.**

CITY agrees to use \$28,818 for equipment.

**Section 3.**

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Tort Claims Act.

**Section 4.**

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

**Section 5.**

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

**Section 6.**

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF Bloomington, IL

COUNTY OF McLean, IL

\_\_\_\_\_  
Tari Renner  
Mayor, City of Bloomington


  
\_\_\_\_\_  
Matt Sorensen  
McLean County Board Chairman

ATTEST: APPROVED AS TO FORM;

\_\_\_\_\_  
Cherry Lawson  
City Clerk for City of Bloomington

  
\_\_\_\_\_  
Jon Sandage  
McLean County Sheriff

\_\_\_\_\_  
Jeff Jergens  
Interim Corporate Counsel

  
\_\_\_\_\_  
Kathy Michael  
McLean County Clerk

  
\_\_\_\_\_  
Jessica Woods  
Assistant Civil State Attorney

\*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).



## REGULAR AGENDA ITEM NO. 8B

FOR COUNCIL: October 12, 2015

**SUBJECT:** Consideration of adopting a Resolution approving the Bloomington Sidewalk Master Plan.

**RECOMMENDATION/MOTION:** That the Council adopt the Resolution approving the City of Bloomington Sidewalk Master Plan

**STRATEGIC PLAN LINK:** 1. Financially sound City providing quality basic services; 2. Upgrade City infrastructure and facilities; 4. Strong neighborhoods; and 5. Great place – livable, sustainable City.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 1a. Budget with adequate resources to support defined services and level of services; 1d. City services delivered in the most cost-effective, efficient manner; 2a. Better quality roads and sidewalks; 4d. Improved neighborhood infrastructure; and 5a. Well-planned City with necessary services and infrastructure.



**BACKGROUND:** The proposed Sidewalk Master Plan is consistent with the Strategic Plan Goals and Objectives of Bloomington City Government. It sets forth policies and priorities that will enable Bloomington to achieve a desired service level within 10 years, if funding also follows. The service level sought is basic. The funding recommendations stress practicality and realism in a challenged budgetary climate.

The Illinois Chapter of the American Public Works Association named the Sidewalk Master Plan among the state's Best Transportation Projects Under \$5 Million for 2014. This award, presented May 8, 2015, at the Chapter's annual conference came with the announcement that the Illinois Chapter of APWA will add an award category in light of the plan's submission: Best Management Innovation. This reflects the way in which the Plan was constructed: Systematically and exclusively with City staff members. In the course of creating the Plan, the Public Works Department created a sidewalk rating system, created a GIS computer layer to record data and rated more than 400 miles of sidewalk by the individual parcel of adjacent property.

A draft of the Sidewalk Master Plan was presented to the City Council on July 14, 2014. Since then, staff has made a number of revisions and additions. *The main objectives are unchanged.*

1. Focus on fixing existing sidewalks as the primary task. The recommended service level is to bring all sidewalks to a minimum rating of 5 on the City's rating scale of 1-10, with one being lowest.
2. Bring sidewalk ramps at intersections into compliance with the Americans with Disabilities Act (ADA) so that sidewalks are accessible to all. The Plan serves as an update to the City's ADA transition plan, in compliance with federal law.
3. Respond quickly to citizen-reported problems.

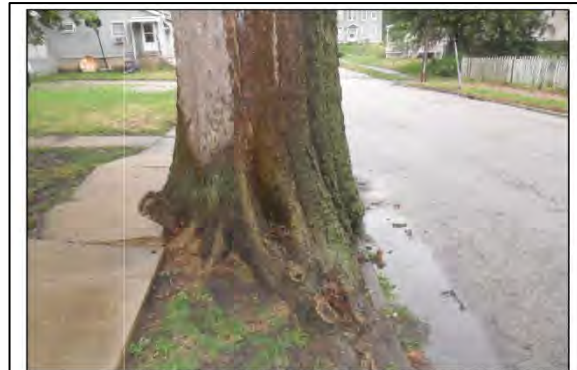
There are other goals set forth. However, the greatest emphasis is to fix what is already in place and to comply with ADA.

Additional goals include:

- Adding sidewalks in strategic places to close connectivity gaps.
- Resolving tree-sidewalk conflicts using methods that preserve desirable trees whenever possible.
- Expanding the 50-50 program in which property owners voluntarily pay half the cost of repair to moderately bad sidewalks.

### Among revisions and changes since July 2014:

- Two supervisors from the Parks, Recreation and Cultural Arts Department vetted the plan and provided input for revisions to **Chapter 5: Tree-Sidewalk Conflicts**. The Plan recognizes the value of “green infrastructure.”
- A controversy contained in the original draft of the Plan involved **carriage walks**, which are walkways located between curbs and sidewalks. After hearing from the Council and residents, staff shifted directions on its carriage walk proposal (**Section 4.9**). The Sidewalk Master Plan now proposes that, in nearly every case, a carriage walk will remain in place if the owner of the adjacent property wishes for it to remain. However, the City retains its right to regulate and alter materials in the parkway.
- Staff considered requests from the public and members of the Council in adding three sidewalk gaps to its list of **connectivity gaps** which should be addressed. Once the poor and failing sidewalks are replaced and key gaps are filled, over a 10-year period, the City can more aggressively address gaps in the sidewalk system. Gaps are explained in **Section 7**.

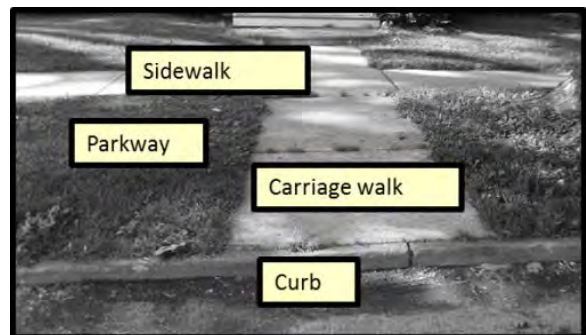


#### 5.0 TREE-SIDEWALK CONFLICTS

The photo above illustrates an ongoing problem with trees in City parkways. The primary problem is that this particular tree long ago outgrew the parkway space allotted for it. The tree has damaged the curb and the sidewalk. Some time ago, an effort was undertaken to accommodate both the tree and pedestrians. An arc-shaped portion was carved out of a sidewalk replacement panel in order to wrap the sidewalk around the tree's trunk flare. The practice is called “hooking” the sidewalk. The hooked panel has become displaced by the tree trunk flare and has created a significant tripping hazard, adding to the undesirable situation of having a tree trunk jutting into the walking path by hooking the sidewalk around the tree.

Trees are a valued piece of urban landscape. They cool homes and yards. They add visual texture. They provide air filtration, water purification, noise abatement, windbreaks, screening, privacy and other functions. A part of the community's green infrastructure, they also carry financial value. Arborists can calculate these values. There also is a cost to plant and a cost to grow. The planting of a new tree after removal of a valuable, mature tree does not constitute an equal replacement, especially considering the time needed for the new tree to reach maturity. The value of trees and the value that residents place upon trees demand that tree-sidewalk conflicts be reviewed carefully – case-by-case, tree-by-tree.

The City's organizational structure requires interdepartmental cooperation in achieving these reviews. Public Works through its Engineering Division provides the stronger expertise on manmade infrastructure, while the Parks, Recreation & Cultural Arts Department through its



**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Copies of the Sidewalk Master Plan have been distributed to the public and are made available for free downloading on the City's web site, [www.cityblm.org/sidewalks](http://www.cityblm.org/sidewalks). Paper copies are available without charge to residents who desire the hard copy version.

Public Works also vetted the plan through the Bloomington City Council, the Citizens Beautification Committee and Bloomington 101. The Parks, Recreation and Cultural Arts Department and its Forestry Division reviewed the plan and presented recommended changes. Parks did so in a formal process overseen by Assistant City Manager Rasmussen. The two departments work jointly to preserve trees, when possible, while improving the sidewalk system.



National experts in the field of tree-infrastructure conflict were interviewed on techniques to address tree-sidewalk conflicts. The Legal Department and our risk management contractor were consulted on liability issues.

**FINANCIAL IMPACT:**

The plan recommends a 10-year budget. While seeking of grants is recommended, opportunities are limited. Most spending would come from capital improvement for sidewalks and the annual street resurfacing budget.

Sidewalk ramps connect sidewalks to intersections. The ramps must be improved to Americans with Disabilities Act standards any time they abut a street resurfacing project. Under the Plan, most ramp installation and replacement would be funded as part of the street resurfacing budget.

The FY16 budget allocates \$400,000 for sidewalks. This is short of the need demonstrated by the Sidewalk Master Plan but represents a respectable start during a very tight budget cycle.

<b>Ten-Year Action Plan, Bloomington Sidewalk Master Plan</b>										
<b>Expenditures</b>										
	<b>Yr. 1</b>	<b>Yr. 2</b>	<b>Yr. 3</b>	<b>Yr. 4</b>	<b>Yr. 5</b>	<b>Yr. 6</b>	<b>Yr. 7</b>	<b>Yr. 8</b>	<b>Yr. 9</b>	<b>Yr. 10</b>
*Sidewalks rated 1-3	356,583	367,280	378,298	389,647	401,336	217,270	0	0	0	0
*Sidewalks rated 4	0	0	0	0	0	196,186	425,777	438,550	451,707	465,258
Connectivity (Gaps)	40,000	18,540	31,000	28,000	8,500	9,000	9,500	10,000	30,500	76,000
50/50 Program	100,000	105,000	110,000	115,000	120,000	125,000	130,000	135,000	140,000	145,000
*Report-driven repairs	75,000	77,250	79,568	81,955	84,414	86,946	89,554	92,241	95,008	97,858
<b>TOTAL</b>	<b>571,583</b>	<b>568,070</b>	<b>598,866</b>	<b>614,602</b>	<b>614,250</b>	<b>634,402</b>	<b>654,831</b>	<b>675,791</b>	<b>717,215</b>	<b>784,116</b>
<b>10-Year Spending Total: \$6,357,726</b>										
<b>Revenue</b>										
50/50 cost sharing	50,000	52,500	55,000	57,500	60,000	62,500	65,000	67,500	70,000	72,500
<b>10-Year Revenue Total: \$612,500</b>										

*\*Factors in 3 percent annual inflation*

<b>Making Ramps ADA-Compliant</b>	
\$5,880,000	Fixing 4,900 existing ramps
\$1,560,000	Installing 1,300 new ramps
<b>\$7,440,000</b>	<b>Total (in 2014 dollars)</b>

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Public Works Administration

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

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Resolution
- Revised draft, Sidewalk Master Plan

---

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 APPROVING THE CITY OF BLOOMINGTON  
SIDEWALK MASTER PLAN**

WHEREAS, sidewalks and sidewalk ramps are vital for safe travel of all pedestrians and especially elderly persons and persons with disabilities; and

WHEREAS, a systematic approach is needed by the City to provide proper stewardship, including a budgeted plan of action, for approximately 423 miles of public sidewalks; and

WHEREAS, the City is required to demonstrate progress toward citywide compliance with the American Disabilities Act (ADA) and update its ADA transition plan; and

WHEREAS, the Public Works Department for the City of Bloomington, Illinois, created a sidewalk rating system, rated its sidewalks, calculated cost based on its study of costs, outlined priorities, documented ADA progress, demonstrated its intentions to fully comply with ADA sidewalk requirements, and then produced a Sidewalk Master Plan exceeding 100 pages to capulize the above elements.

WHEREAS, the City Council finds it to be in the best interests of the City to adopt the City of Bloomington Sidewalk Master Plan.

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

That the City of Bloomington Sidewalk Master Plan is hereby approved.

**ADOPTED this 12th day of October, 2015.**

**APPROVED this \_\_\_\_\_ day of October, 2015.**

**CITY OF BLOOMINGTON**

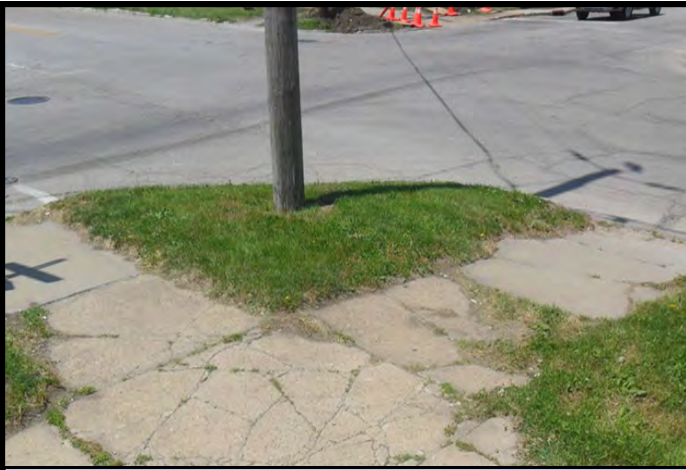
**ATTEST**

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

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

**APPROVED AS TO FORM**

\_\_\_\_\_  
Jeffery R. Jurgens, Corporation Counsel



# A Master Plan For Sidewalks

Prepared by the Bloomington, IL  
Department of Public Works  
Adopted by the City Council  
on \_\_\_\_\_





Congratulations!

You have been selected to receive an APWA Project Award for 2015 in the category "Transportation (Less than \$5 Million)" for the Sidewalk Master Plan.

Thanks for submitting a nomination to the APWA Illinois Chapter and we look forward to seeing you May 8th!

**Mark C. Lee**  
Senior Engineer  
Klingler Associates, PC



# Sidewalk Master Plan

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## ABBREVIATIONS

<b>ADA</b>	Americans with Disabilities Act
<b>CDBG</b>	Community Development Block Grant
<b>GIS</b>	Geographic Information System
<b>HUD</b>	United States Housing and Urban Development
<b>IDOT</b>	Illinois Department of Transportation
<b>MAP-21</b>	Moving Ahead for Progress in the 21st Century Act
<b>PASER</b>	Pavement Surface Evaluation and Rating system
<b>PROWAG</b>	Public Right-of-Ways Accessibility Guidelines
<b>STP</b>	Surface Transportation Program
<b>SAFETEA-LU</b>	Safe, Accountable, Flexible, and Efficient Transportation Equity Act: A Legacy for Users Act of 2005

# EXECUTIVE SUMMARY

At present, the condition of sidewalks throughout Bloomington falls short of crisis. In fact, about 70 percent of our pedestrian passageways rate as “good” or “excellent.” Nonetheless, there are significant problems. Nearly one in 10 sidewalks is in at least “poor” condition. That's 32 miles of sidewalk in which at least portions are in dire shape. Some of those sidewalks rank below “poor” -- as "failed" and impassible. Further, some streets that should have sidewalks have none. Most sidewalks have ramps at intersections; some don't. However, 4 out 5 ramps fall short of the standards of the Americans with Disabilities Act. Overall, the sidewalk system is in fair shape with need of improvement. It will not stay that way. Inaction will invariably lead to deterioration to levels that now define Bloomington streets. Decisive action and commitment to stable funding will raise the sidewalk system toward the level the City desires. It desires to be a healthy, pedestrian-friendly community, one where residents can age in place and where all residents can travel safely on foot and by wheelchair.

## Priorities

This Master Plan systematically addresses three shortcomings in the sidewalk system: 1) Access for persons with disabilities. 2) Locations with poor overall quality. 3) Key gaps in the sidewalk system. Short-term, the Plan outlines a method to bring every sidewalk in Bloomington to a minimum rating of “Fair-minus,” in the term used by the City's rating system, while also addressing the highest priority missing pieces or “gaps.” Longer term, the Plan brings the minimum condition to, in rating terms, a “Fair-plus,” while addressing medium-priority missing pieces of sidewalk. The Plan also provides a method to bring Bloomington sidewalks closer to full compliance with the Americans with Disabilities Act (ADA) though an ongoing long-term strategy.

While the Plan produces dollar figures that may cause hesitation, the final portion of the Plan presents a clear roadmap for funding based on a systematic study and objective rating of sidewalks.

## Studied in context

The Sidewalk Master Plan was produced by the Engineering Division of the Public Works Department and Public Works Administration. This is important in that the planners generated expectations and goals within context of the City of Bloomington operations rather than taking an isolated view of the sidewalk system, as an outside consulting firm might be expected to produce. The Department sought realistic goals -- practicality that by necessity compromises idealism within the framework of a municipality weighing many costly needs, wants and demands. In fact, the initial draft of the Plan sought to improve all sidewalks to a rating of “Good-minus.” The Department scaled back the level of service because of financial considerations, cutting \$2 million in spending from the Ten-Year Action Plan before it even entered a final draft stage.

## Cost calculations

The Department used formulas developed by the Public Works Engineering Division in making projections for costs based on lengths of sidewalks and their ratings. The formulas use the average amount of a sidewalk within each parcel needing replacement under a given rating – not the replacement of the entire sidewalk. For example, addressing a sidewalk with a quality rating of 4 (“Fair-minus”) translates on average to replacing 27 percent of sidewalk panels, not all panels. Cost calculations also take into account extra depth and cost of sidewalks abutting driveway aprons.

The Master Plan concludes with an Action Plan to meet all goals over a 10-year span, starting with the 2015-2016 budget. It factors inflation at 3 percent annually, taking a cautious approach rather than an optimistic approach on inflation.

Two issues stay atop the agenda throughout the Sidewalk Master Plan:

- **Safety:** Providing safe travel for pedestrians is a City responsibility. City staff sees need to keep existing sidewalks safe, improve marginal and unsafe sidewalks and create new sidewalk in selected areas where none exists. The Master Plan takes into account locations and usage -- near a school, for example -- in setting priorities. The result is a plan for good pedestrian travel for the maximum number of users. However, the Master Plan also seeks good pedestrian travel for individuals who most need it -- outside the issue of amount of usage; hence, the priority of accessibility.
- **Accessibility:** The City began the effort to make its sidewalks accessible to persons with disabilities well before the federal government passed the Americans with Disabilities Act in 1990, and it continues to do so. It started ramping sidewalks at street crosswalks in the early 1980s. However, the job of meeting ADA continues. Most of our sidewalk ramps do not meet our standards or the ADA's, largely because the standards changed. Some of our sidewalks still have no ramps leading to street intersections. And some of our ramps need to be made safer. Furthermore, routine fixes of sidewalk problems and the responsibility to our citizens with disabilities go hand in glove; tripping hazards are all the more dangerous to the elderly, who risk serious injury from falls, and to those with visual impairment and other disabilities.

### **City of Bloomington Strategic Plan Tie-in**

The City's Strategic Plan emphasizes quality infrastructure and puts forward a vision for the future: "Vision 2025." Vision 2025 is for Bloomington to be a beautiful, family-friendly city with great neighborhoods and convenient connectivity. Well-designed public facilities, including sidewalks, work toward that end. The City wants to have great neighborhoods and is dedicated to having easy and safe accessibility to parks and schools. Bloomington wants to increased connectivity, giving citizens the opportunity to work near home and use non-motorized transportation. The Vision considers Downtown as the heart of the City and sees easy pedestrian access there as vital. And it states that achieving the vision requires "(W)ell-maintained city streets, sidewalks." The City sidewalk system is for public use; it is the commitment of Bloomington to keep the sidewalks well maintained so all can benefit.

## **City of Bloomington Mission Statement Tie-in**

The Mission Statement for the City states that Bloomington wants to be financially responsible while providing "quality, basic municipal services at the best value." By using a prioritizing philosophy for sidewalk and ramps maintenance and replacement, City staff can properly plan and deliver services in the most cost-effective and pragmatic manner. Service levels outlined in the Master Plan are "basic."

The Sidewalk Master Plan further serves the City's goal to keep residents informed. It provides understandable and accessible material. It calls for partnership with citizens in compatibility with the City mission statement.

## **Tie-in to 2015 Strategic Plan Goals**

Strategic Plan Goals set the tone for City government functions in Bloomington and are goals aligned with Vision 2025. They are guiding principles that enter into every government action. Every staff memo asking for City Council action must link to at least one goal. The Sidewalk Master Plan and the sidewalk program directly fit into the following goals:

1. **Financially Sound City Providing Quality Basic Services**
  - a Budget with adequate resources to support defined services and level of services
  - d City services delivered in the most cost-effective, efficient manner
2. **Upgrade City Infrastructure and Facilities**
  - a Better quality roads and sidewalks
4. **Strong Neighborhoods**
  - d Improved neighborhood infrastructure
5. **Great Place – Livable, Sustainable City**
  - b City decisions consistent with plans and policies



## 1.0 PURPOSE

The "Vision 2025" in Bloomington's Strategic Plan foresees a beautiful, family-friendly city. Quality sidewalks provide a piece of the equation, a necessary component to achieve this vision, because they affect walkability and connectivity. Communities with strong walkability and connectivity have healthier and more cohesive neighborhoods where pedestrians routinely traverse, where children walk about safely and where residents gain a stronger sense of neighborhood and civic identity. Further, good sidewalks are essential to persons with visual impairment, walking impairment and other disabilities -- members of the community who by right and by law deserve access.

The City needed a framework in order to address the overall quality of sidewalks. The Master Plan provides that framework. The Department created a rating system based on the PASER system used for evaluating streets. It mapped these ratings along each parcel of property. It weighed the dual goals of safety and accessibility and set a level of service compatible with those goals while also being compatible with Staff-Council strategic planning. Objectives are made within the context of practical funding levels. This Sidewalk Master Plan should serve as the primary guide in the allocation of resources and in addressing maintenance and replacement issues and policy.

This Sidewalk Master Plan aims to:

- Increase walkability and connectivity throughout Bloomington.
- Provide a comprehensive maintenance and improvement plan for the City of Bloomington sidewalk system.
- Establish priorities for repairs based on pedestrian needs.
- Update the right-of-way portion of the City's 1992 Americans with Disabilities Act (ADA) Transition Plan.
- Provide a budget for the use of City funds.
- Provide more transparency between the City of Bloomington and its residents.
- Provide understandable information about the maintenance process associated with the City's sidewalk system.

The Sidewalk Master Plan will not address the construction of new sidewalks in new subdivisions at length. Chapter 24 of City Code, and the Manual of Practice contained within the Code, explain the standard and practice requirements for new sidewalks built in Bloomington.



## 2.0 THE CITY SIDEWALK SYSTEM

The sidewalk system is one mode of transportation widely used for easy access to neighborhoods, schools, businesses, not-for-profit agencies, government and parks. Sidewalks enhance safety by separating vehicles and pedestrians. In addition to providing a pedestrian network, sidewalks serve as meeting places for friends and neighbors, play areas for children and settings for special events. The sidewalk streetscape areas also add to the aesthetic appeal to city neighborhoods.

### 2.1 Sidewalk System Defined

A sidewalk is a stretch of land used or intended principally for pedestrian passage. It is a surfaced area which meets or exceeds the design standards for public sidewalks. The Bloomington sidewalk system includes all sidewalks constructed on public right-of-ways, along public easements or on public property and in which the City is responsible for construction, maintenance, repair and replacement. The sidewalk system includes concrete sidewalks, brick sidewalks, asphalt sidewalks and sidewalk curb ramps. The "ramps" are the short inclines that connect sidewalks to crosswalks.

The City sidewalk system does not include private or public driveway approaches or aprons that are constructed in the right-of-way for vehicle access. While carriage walks (walkways between the city sidewalk and the curb within the public right-of-way) are not part of the City sidewalk system, they will be addressed in the Sidewalk Master Plan. The Constitution Trail is maintained within the Parks, Recreation and Cultural Arts Department and should be addressed separately.



## 2.2 Sidewalk Prioritization Philosophy

Currently, sidewalks are not considered for replacement using City funds unless either the vertical displacement criteria is rated at 6 or less or if the overall sidewalk condition is rated at 3 or less under the Pavement Surface Evaluation and Rating system (PASER) for sidewalks created by the City of Bloomington.

As noted in the Chapter 7 Action Plan, the City should aggressively address the mediocre sidewalks, rated at 4, once it has addressed all sidewalks rated as 1, 2, and 3. This does not mean delaying work on all sidewalks with a rating of 4 or 5. In fact, most sidewalks that are improved under the 50/50 program, discussed later in the Master Plan, rate as 4 and 5. The City should use discretion in selecting sidewalks for repair. If other infrastructure improvements are planned for an area, it becomes prudent for the City to consider repair of the sidewalks along the construction route. Usefulness and use of a sidewalk also should enter the decision process. However, usually, 1s, 2s and 3s should come first. Additional information on the rating system can be found in Section 4. The listed priorities below are intended to assist in decision-making.

### Highest Priority

- Reported sidewalk hazards in which a person with a disability is known to use the sidewalk. This requires immediate repair.
- Reported sidewalk hazards in which no person with a disability is known to use the sidewalk.
- Sidewalks rated as 1, 2 and 3 whether located or not located along streets being resurfaced as part of Block by Block Rehabilitation (explained below).
- Any designated school walking route (See Appendix D-3).
- On one side of the street with a high pedestrian volume generator (schools, park entrances, etc.).

### Medium Priority

- A missing link (usually a block or less) that impedes pedestrian connectivity in the sidewalk grid and where it is economically and logistically practical to provide that connectivity.
- An area without sidewalks where there is evidence of regular pedestrian traffic (dirt path) and where the City government and residents deem it desirable to place a sidewalk.
- Any sidewalks near a bus stop.
- Sidewalks rated as 4 and located along streets being resurfaced.
- Sidewalks rated as 4 and not located along streets being resurfaced.

### Lowest Priority

- Streets in industrial zoned districts.
- On at least one side of the street in cases in which there is no sidewalk present on either side of the street. Sidewalk construction should be undertaken in conjunction with new road construction or resurfacing projects if possible.

- On the second side of any streets with a designated high pedestrian volume generator (schools, park entrances, etc.).
- On the second side of the street where there is sidewalk present on one side of the street.

Work on Lowest Priority Sidewalks is discussed in Section 6.

### **50/50 Sidewalk Program**

The City’s 50/50 Sidewalk Program functions outside the priority parameters. The program issues 50 percent matching grants to private property owners willing to pay half the cost of sidewalk improvement. The grants are used in instances in which property owners would like to immediately proceed with sidewalk improvements that cannot be accomplished under the City’s short-term sidewalk improvement plans -- either because of a lack of funding or because the sidewalk does not meet City criteria for immediate improvement. Additional information on the City’s 50/50 Sidewalk Program can be found in Section 6.

### **2.3 Block By Block Infrastructure Repair**

An emerging outlook in the Public Works field in general and within the City government is called Complete Infrastructure Rehabilitation Block By Block. The concept is that repair of a piece of infrastructure, such as a street or sewer, should not be undertaken in isolation. One reason involves efficiency and financial prudence. For example, planning sewer work in tandem with other work prevents future sewer work from forcing excavation and replacement of newer infrastructure. It also makes sense from the standpoint of preventing repeated disturbance to a neighborhood with return visits by construction crews for various pieces of infrastructure work. Block By Block gets a neighborhood “done” before moving to another area and elevates neighborhood value, pride and aesthetics.

Bloomington Public Works is gradually working toward a system in which all infrastructure within a block gets addressed to a degree that no infrastructure improvements will be needed for at least 20 years. Full Block By Block rehabilitation means addressing streets, sidewalks, curbs and gutters, inlets, sewers, private utilities, fire hydrants and signage as a single project or a carefully staged set of projects. Block By Block was emphasized in 2013 when the City Council approved the extension of a sewer inspection contract as part of preparations for the 2014 street resurfacing program. Funding came from a portion of a \$10 million bond issuance, which primarily was aimed at street repair, to ensure resurfacing did not take place atop failing sewers.

In practice, Block By Block already is used to some degree, especially in regard to installation, repair or replacement of sidewalks ramps that comply with the Americans with Disabilities Act. Under federal law, all ramps must be upgraded to ADA standards during street resurfacing. This explains why the highest priority for ramp work, outlined in the next section, is that road resurfacing is being done on the block. The requirement provides the primary vehicle through which Bloomington can gradually make all sidewalk ramps ADA complaint and to create ramps at another 1,370 locations with no sidewalk ramps.



## 3.0 AMERICANS WITH DISABILITIES ACT

The Americans with Disabilities Act (ADA) was signed into federal law on July 26, 1990. The City's sidewalk system falls under Title II of ADA, which prohibits state and local governments from discriminating against persons with disabilities or from excluding participation in or denying benefits of programs, services or activities to persons with disabilities. Passage of the Americans with Disabilities Act triggered significant changes to the design and construction of pedestrian facilities. Further, pedestrian curb ramps were installed at most intersections in Bloomington. However, the City's sidewalk system is not yet fully accessible and barriers remain.

### 3.1 ADA Requirements

The Americans with Disabilities Act has numerous requirements on how a city's sidewalks and curb ramps should be constructed in an effort to eliminate barriers for people with disabilities. Among them:

- Sidewalks and curb ramps should have a 2 percent maximum cross slope for drainage purposes.
- The minimum width of sidewalks and curb ramps should be 48 inches.
- The slope of the ramp should a maximum be one inch per foot.
- Curb ramps must have 4-foot by 4-foot level landing clear space for easier mobility and detectable warnings to alert pedestrians to an imminent transition from sidewalk to crosswalk.

### 3.2 ADA Transition Plan

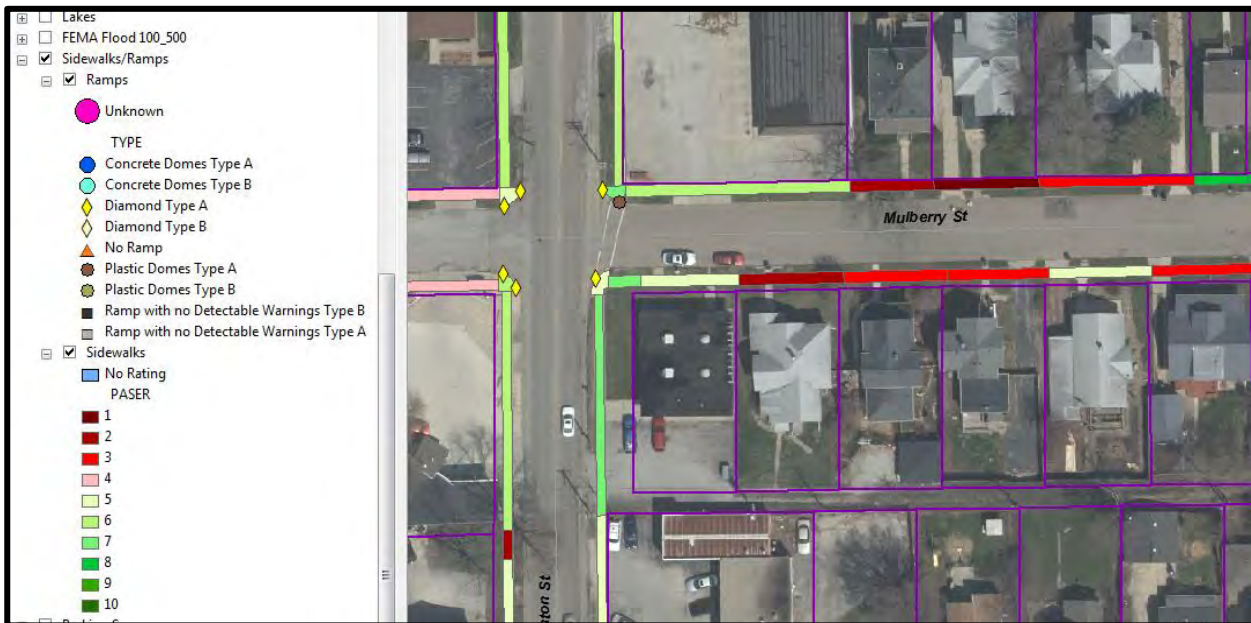
ADA also required municipalities with more than 50 employees to implement a plan for enactment. However, Bloomington last updated its ADA Transition Plan in 1992. The Sidewalk Master Plan serves as an official update to the right-of-way portion of the City's ADA plan.

### **Bloomington's 1992 Americans with Disabilities Act Transition Plan**

The City of Bloomington began installing curb ramps as early as 1982. In October 1986, the City amended the City Code to require curb ramps at all crosswalks in all new subdivisions and planned unit developments. The City adopted an ADA Transition Plan on July 27, 1992. It outlined steps that need to be taken to comply with Title II of the Americans with Disabilities Act.

Shown below are the goals of the right-of-way portion of the 1992 ADA Transition Plan.

- Conduct a survey by physically inspecting all crosswalks.
- Complete a database based on the survey.
- Classify existing crosswalks pursuant to degree of modification required.
- Classify ramps based on priorities and results of the survey.
- Seek funding sources for action required under ADA and accompanying regulations.
- Decide whether to request exemption or deferment of ADA requirements on grounds of undue financial or administrative burden.
- Bid for contracts to complete work on curbs necessary for compliance with ADA and accompanying regulations.



*A screen shots from the Bloomington IL ArcReader application show the GIS sidewalk layer, with data for sidewalk ratings by parcel and the type of curb ramp at every crosswalks.*

### **3.3 ADA Transition Plan Components**

#### **ADA Coordinator**

The ADA Coordinator must be the single contact person to handle issues and investigate complaints for ADA compliance. The official responsible for implementation of the City of Bloomington's ADA Transition Plan in Public Rights-of-Way is:

Kevin Kothe, P.E.  
City Engineer  
115 East Washington Street  
P.O. Box 3157  
Bloomington, IL 61702-3157  
Telephone: (309) 434-2225  
Email: [kkothe@cityblm.org](mailto:kkothe@cityblm.org)

#### **Complaint Process**

The City has a formal complaint process, as required under Title II of ADA. Under the procedure, Public Works evaluates all requests and complaints, documents them and documents responses.

Persons with disabilities who require curb ramps -- and any other concerned persons -- are encouraged to contact the Public Works office directly at (309) 434-2225 to ensure that the specific needs of each individual are accurately understood and recorded. Written and e-mailed requests/complaints also are welcomed. The issue and specific locations are then entered into a log and the matter gets referred to the appropriate Engineering administrator for inspection and possible action. The Department of Public Works then coordinates any work and keeps a record of all formal responses to the complainant or requester.

Complaints may be received through a variety of communication methods:

Phone: Department of Public Works (309) 434-2225

Email: [kkothe@cityblm.org](mailto:kkothe@cityblm.org)

Mail: Department of Public Works  
115 East Washington Street  
P.O. Box 3157  
Bloomington, IL 61702-3157

#### **Access Standards**

ADA does not designate a specific code or standard for evaluating access to existing facilities. However, a federal agency called the United States Access Board created standards. For sidewalks, the City uses the agency's Public Right-of-Way Accessibility Guidelines (PROWAG). When the Sidewalk Master Plan refers to "ADA-compliant" ramps, it means it meets PROWAG specifications.

### 3.4 Identifying Barriers to Accessibility

The City of Bloomington has not updated its ADA Transition Plan since 1992, and state and federal requirements have changed. With enactment of this plan, the Public Works Department will formally undertake the gradual process of bringing every ramp into ADA compliance. It further is committed to installing ADA-complaint ramps at sidewalks where no ramp exists. (A copy of the curb ramps evaluation survey form is attached as Appendix D-2). In setting priorities for work on sidewalks and sidewalk curb ramps, the Public Works Department should consider the condition of the sidewalk and ramp but also the needs of specific people who use a given sidewalk. For example, if the City knows of a person with a disability who uses a specific sidewalk, that sidewalk's repair gains priority. It is one of six use-related priorities. Those priorities are:

- A. Presence of a disabled population or specific request from or on behalf of a person with a disability.
- B. Location adjacent to street resurfacing or street reconstruction.
- C. High volume of pedestrian traffic, such as locations at or near schools and parks.
- D. Nearness to public buildings and business areas.
- E. Locations where sidewalks currently have no ramps.
- F. Locations where there are no sidewalks. New sidewalk construction will be accompanied by ADA-compliant ramp construction where applicable.

Ideally, all sidewalk curb ramps would have a standard width and incline. They also would have "detectable warnings." Detectable warnings on ramps are grading changes to the surface, often colored, to communicate through sight and feel that the sidewalk is about to transition into a street crosswalk; the warnings are especially important to pedestrians who are visually impaired. Meeting the ideal at every ramp will take considerable resources over years. Therefore, a good ramp may fall short of the ideal, but it gets lower priority than many other ramps locations and locations where no ramp exists. The Public Works Department should set priorities in this order:

1. Sidewalks known to be used by persons with disabilities.
2. Ramps at intersections where roads are being resurfaced or reconstructed. Under ADA, ramps in these construction areas *must* be brought to current standards.
3. Intersections without any access ramps.
4. Access ramps without detectable warnings.
5. Existing ramps that fall short of optimal safety because of deterioration, excessive slopes and/or abrupt changes in the surface elevation.
6. Ramps that are generally safe and in good condition but do not fully comply with construction standards.

In making ratings, user information and ramp condition -- or lack of a ramp -- will be collated. For example, a sidewalk with no ramp or a ramp without a detectable warning and in use by a person with disability receives the highest priority.

Figure 1 is the table that Engineering Division should use to evaluate every wheelchair access ramp.

**Figure 1: Ramp Priority System**

	Presence of disabled population/special request	High pedestrian volume	Near public buildings and businesses	
<b>Conditions</b>	No ramps or no detectable warnings	A - 1	B - 1	C - 1
	Ramps at streets undergoing resurfacing or reconstruction	A-2	B-2	C-2
	Ramps deemed below safety threshold	A - 3	B - 3	C - 3
	Safe, but non-ADA compliant	A - 4	B - 4	C - 4
	Ramps are ADA compliant	A - 5	B - 5	C - 5

- Quadrants rated A1, B1, A2, B-2, C-2, A-3 and B3 are the highest priorities. The second row contains high rating because failure to address ramps at a street undergoing resurfacing constitutes an ADA violation. Color coded red.
- Quadrants rated A-4, B-4, C-1 and C-3 are medium priorities. Color coded orange.
- Quadrant C-4 is a low priority. Safe but non-compliant ramps should wait unless they are adjacent to a street that is being resurfaced. Color coded yellow.
- Ramps are in good condition and ADA-compliant. Color coded green.

### 3.5 Ramp Inventory

Bloomington entered the 2014 construction year with the following inventory of ramps.

Total sidewalk ramps	Ramps that comply with ADA	Ramps that do not comply with ADA	Locations with no ramps
6,755	1,310	5,445	1,370

**Rapid Progress:** The City brought about 300 ramps into compliance during the 2013-14 Fiscal Year, and budgeted for another 600 ramps for 2014-15. It will enter the 2015-2016 fiscal year needing 6,215 new and upgraded ramps, combined, to meet full ADA compliance. The cost in 2014 dollars is \$7,458,000. The two years of progress is remarkable, and it ties directly to the City Administration's and City Council's emphasis on improving streets. Each street improvement must be accompanied by upgrade of the adjacent sidewalk ramps, or construction of new ramps.

### **3.6 Strategy to Fix Ramps**

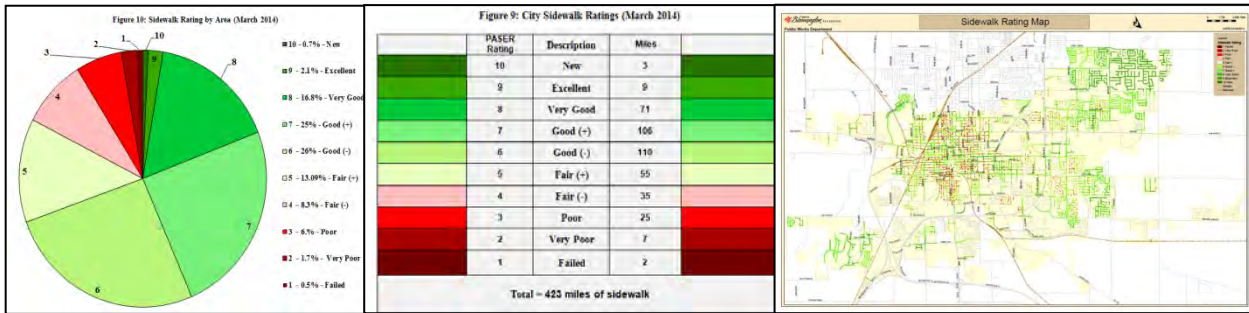
Given limits of resources, the most prudent course for the City is to continue its existing strategy in which most ramp work in Bloomington is undertaken in conjunction with and just after street resurfacing. This is sensible because the resurfacing work changes the height of the street. ADA compliance, in part, requires a maximum rise of 1 inch of angular sloping per foot, from the sidewalk to the edge of the street, with a smooth transition from ramp to street intersection. A resurfacing can take a ramp out of compliance in regard to angle of the ramp and its connection to the street. Therefore, resurfacing should come before ramp improvement in most cases.

The City also undertakes ramp work when made aware of a ramp problem, primarily in locations known to be used by persons with disabilities. The Action Plan budget sets aside money for such circumstances under the line item "report-driven repairs." This line item includes ramp and sidewalk work undertaken through the formal complaint process described above.

### **3.7 Changing ADA Requirements**

The Illinois Department of Transportation guidelines and the ADA guidelines have changed since the City of Bloomington last updated the right-of-way portion of its ADA Transition Plan in 1992. Currently, Bloomington has 8 types of curb ramps, which will be described in the following section. Evolving detectable warnings standards and the change in the minimum width of sidewalks are two examples of changing requirements. Bloomington has Type A and Type B ramps, which were accepted under the old guidelines by the Illinois Department of Transportation. However, IDOT changed its curb ramps requirements in 2012.





## 4.0 QUALITY AND COMPOSITION OF SIDEWALKS

As of March 2014, the City had 423 miles of sidewalks and 6,755 sidewalk wheelchair ramps as documented in the Sidewalks/Ramp layer of the City’s Geographic Information Systems (GIS) database.

### 4.1 Sidewalk Composition

Bloomington's sidewalks are diverse in terms of type, size and age. Although most sidewalks are concrete, asphalt and brick sidewalks remain in the system. **Figure 2** shows totals in feet and miles of each type of material in the City’s sidewalk system as of March 2014.

**Figure 2: Length of Sidewalks by Material**

Type of Material	Length (lineal feet)	Miles
Concrete	2,227,156	422
Asphalt	988	0.19
Brick	4,664	0.88

**Width:** Typically, sidewalks are four to five feet wide, although a small percentage of City sidewalks have other widths. Sidewalks abutting the curb, with no parkway between the street and the sidewalk, must be six feet wide. Downtown sidewalks run from curb to building.

**Thickness:** City Code requires all residential sidewalks to be a minimum of four inches thick, except at driveways, where they must be at least six inches thick. All sidewalks along commercial, manufacturing and industrial properties must be six inches thick.

**Reinforcement:** The City uses steel bars – half-inch rebar – to reinforce sidewalks in certain places. Those spots include entrances of apartment complexes, where heavy trucks enter and exit, and above private sewer and water services when there is visual evidence that the ground is settling above the services.

**Portland Cement Concrete (PCC):** The City of Bloomington generally should not allow City sidewalks to be replaced by custom concrete. The Public Works Director may consider an exception for a compelling reason. Custom concrete creates a slicker and less durable surface than Portland Cement Concrete. Furthermore, it could be difficult matching the

color of custom concrete on future replacement projects. Bloomington currently allows only standard Portland Cement Concrete (PCC) broom finish to be used whenever any City sidewalks are replaced because of its durability and because the broom finish creates more traction to the surface. Use of other types of sidewalk surfaces, however, may be considered, especially when addressing issues such as tree preservation.

**Figure 3** displays pros, cons and estimated life cycle of concrete, asphalt and brick sidewalks.





**Figure 3: Sidewalks Surface Material Types**

Type of Surface	Estimated Life Cycle	Advantages	Disadvantages
Concrete	20-40 years (depends on variables such as weather, subgrade, quality of construction).	<ul style="list-style-type: none"> <li>➤ Safe (non-skid surface).</li> <li>➤ Less maintenance.</li> <li>➤ Reflects more light than asphalt because of the lighter surface.</li> <li>➤ Harder surface.</li> </ul>	<ul style="list-style-type: none"> <li>➤ More initial cost.</li> <li>➤ Not reusable.</li> <li>➤ Salt can impact the lifespan.</li> </ul>
Asphalt	10-20 years (depends on variables such as weather, subgrade, quality of construction).	<ul style="list-style-type: none"> <li>➤ Less initial cost.</li> <li>➤ Thinner than concrete.</li> <li>➤ Easily paved, shaped, and repaired.</li> <li>➤ Recyclable material.</li> <li>➤ Salt resistance.</li> <li>➤ Fast snow &amp; ice melting because of the darker surface.</li> </ul>	<ul style="list-style-type: none"> <li>➤ More prone to damage during snow removal.</li> <li>➤ Normally requires more maintenance than concrete and brick.</li> <li>➤ Shorter life-cycle.</li> <li>➤ Surface becomes soft in extreme heat.</li> </ul>
Brick	40+ years (depends on variables, such as weather, subgrade, quality of construction).	<ul style="list-style-type: none"> <li>➤ Recyclable.</li> <li>➤ Low maintenance.</li> <li>➤ Visually appealing.</li> </ul>	<ul style="list-style-type: none"> <li>➤ Very expensive (initial and repair cost).</li> <li>➤ ADA compliance issues.</li> <li>➤ Provides little traction when wet.</li> <li>➤ Easily becomes uneven or loose due to tree roots.</li> <li>➤ Color of bricks will fade over time.</li> <li>➤ Grass and weeds grow through cracks, sometimes to the point of obscuring the sidewalk.</li> </ul>

## 4.2 Sidewalks Defects

Four main problems are considered when identifying sidewalk defects: vertical displacement, sloping, cracking and spalling. **Figure 4** identifies the main issues and common causes of defects.

**Figure 4: Sidewalk Defects**

Type of Problem	Definition	Sidewalks Examples	Common Causes
<b>Vertical displacement</b>	The shifting in the land causing an unevenness of pavement between sidewalk panels.		<ul style="list-style-type: none"> <li>➤ Roots growing underneath the sidewalks.</li> <li>➤ Tree trunk flare encroaching on the sidewalk.</li> <li>➤ Ground is not compacted correctly.</li> <li>➤ Movement in the ground.</li> <li>➤ Concrete expands when liquid freezes, causing a shift in panel positioning.</li> </ul>
<b>Sloping</b>	The abrupt change in the slope of the whole sidewalk panel.		<ul style="list-style-type: none"> <li>➤ Roots growing underneath the sidewalks.</li> <li>➤ Ground is not compacted correctly.</li> </ul>
<b>Cracking</b>	A separation of the sidewalk pavement caused by cracks forming in the concrete.		<ul style="list-style-type: none"> <li>➤ Extreme temperatures causing the concrete to buckle.</li> <li>➤ Soil underneath is not sufficiently compacted during installment.</li> <li>➤ Heavy- vehicle traffic on insufficiently supported concrete.</li> <li>➤ Erosion of the concrete.</li> <li>➤ Growth of tree root underneath or close to sidewalk structure.</li> </ul>
<b>Spalling/scaling</b>	The flaking away of the hardening concrete.		<ul style="list-style-type: none"> <li>➤ Cheap/weak concrete mix.</li> <li>➤ Poor techniques in pouring and finishing.</li> <li>➤ Foreign substances are accidentally in the mix.</li> <li>➤ Gradual destruction of material by a chemical reaction.</li> <li>➤ Exposure to high temperatures.</li> </ul>

According to a 2012 Public Works survey, tree location and tree root growth account for much of the sidewalk deterioration. In 2012, fifty-four places with a sidewalk rating 6 or lower were randomly selected within Bloomington. **Figure 5** shows the results.

**Figure 5: Causes of Sidewalk Defects**

<b>Defect Cause</b>	<b>Total</b>	<b>Percentage</b>
<b>Trees</b>	<b>29</b>	<b>54%</b>
<b>Cracking and/or Spalling</b>	<b>6</b>	<b>11%</b>
<b>Private Sewer Services</b>	<b>4</b>	<b>7%</b>
<b>Failed Subgrade</b>	<b>14</b>	<b>26%</b>
<b>Grass Overtaken</b>	<b>1</b>	<b>2%</b>

### **Repair Techniques**

In preparing the Master Plan, the Public Works Department investigated an array of repair options. It concludes that limited methods should be used. Repair techniques such as mud jacking, asphalt patching and grinding should be avoided for the reasons charted below. These techniques are relatively inexpensive and allow quicker response time. However, these methods do not remedy the problem for the long term and often times do not comply with Americans with Disabilities Act guidelines.

Saw cutting of sidewalks can be effective at times. Tree root cutting can also be used under certain circumstances.

### **Prevention Techniques**

The Master Plan strongly advocates for prevention techniques, designed to avert tree-sidewalk conflicts, when installing new concrete panels and planting new trees. Section 5 of the Plan examines tree-sidewalk issues, including prevention.

**Figure 6: Repair Techniques**

Repair Method	Process	Cost	Longevity	Pros	Cons
<b>Mud jacking/ Slab Jacking</b>	<p>Injecting a concrete/slurry mix into core drill hole to level the sidewalk panels.</p> <p>Mainly fixes vertical displacement and trip hazards.</p>	<p>Depends on the area and thickness of the zone being mud jacked and costs less than replacing the panel.</p> <p>Estimated at \$11 to \$14 per linear foot.</p>	<p>Staff members observed examples in which displacement problems returned within a year or two.</p>	<p>Less disruptive to the landscape, less time-consuming and relatively inexpensive.</p>	<p>Mud-jacked panel may settle back over time.</p> <p>Cracks already present tend to open up when the slab is treated</p> <p>Not effective on sidewalks upheaved by tree roots.</p> <p>May not be cost-effective on smaller projects.</p>
<b>Grinding</b>	<p>Grinding down the concrete to reduce the elevation between sidewalk panels.</p> <p>Mainly fixes vertical displacement and trip hazards.</p>	<p>Requires regular replacement of the grinding teeth.</p> <p>Can be done by existing Public Works staff.</p>	<p>Estimated longevity is approximately one year, but depends on many variables (weather, traffic volume, etc.).</p>	<p>Eliminates the trip hazard.</p> <p>Minor grinding is cost effective.</p> <p>Simple repair technique.</p>	<p>Temporary repair which leaves gnarled finish.</p> <p>Technique not recommended for any vertical displacement over one inch.</p>
<b>Asphalt Patching &amp; Wedge</b>	<p>Using asphalt to fill in cracks.</p> <p>Mainly fixes severely spalled or crack sidewalks.</p>	<p>\$108 per ton.</p>	<p>Will give more time and financial flexibility to eventually remove and replace the sidewalk.</p>	<p>Initial and replacement cost is cheaper than concrete.</p> <p>Quicker response time.</p> <p>Recyclable material.</p>	<p>Aesthetically displeasing.</p> <p>Considered temporary repair.</p> <p>Rarely corrects the problem.</p>

## Repair Techniques (Continued)

Repair Method	Process	Cost	Longevity	Pros	Cons
<b>Root cutting</b>	Pruning the tree root.  Mainly avoids future sidewalk damage caused by tree roots that already have done damage.	Cost of personnel and materials for the City's Forestry Division.	Tree roots will continue to regenerate and may need to be cut again.	Cost- effective.  Not time-consuming.	The tree roots grow back.  It can damage the strength, stability and health of the tree.
<b>Root Barriers</b>	Using a fabric sheet placed around the tree or along sidewalk and curb.  3 types of barriers redirect root development.	Cost depends on material selected.  Recommended: Landscape fabrics because they allow moisture to pass through them while diverting root growth away from hard infrastructure.  \$18 per 50-foot roll, 3 feet wide.	Should remain effective for 20 years, which is ample time for the tree root system to establish itself away from infrastructure.	Easy to use and apply.  Requires minimal resources.  Flexible.  In well-drained soil, roots may remain at deeper depths longer.	Not useful for trees that are already established and, therefore, not a solution for existing tree-sidewalk conflicts.
<b>Gravel Subbase</b>	Pouring a layer of gravel beneath the sidewalk panel.	3/8ths pea gravel is \$24 per ton  Recycled concrete is an accepted material too.	Used to greatly extend life of a sidewalk.  Subbase should be required as part of a bid and is current City practice.	Air space prevents root growth due to lack of moisture.  Roots tend to grow downward.  Provides a buffer zone between the roots and the sidewalk panels.	Too much gravel could kill the tree.  Problems occur if compacted too tightly.
<b>Saw cutting</b>	Cutting a wedge of up to 2 inches out of the edge of one sidewalk panel to make it align with the adjacent panel.	\$3.60 per inch foot.	Repair will last the life of the sidewalk in some cases.	Can bring sidewalk into ADA compliance.  Cost effective.	Does not permanently solve a heaving problem caused by tree roots or tree trunk flare. Works best when addressing uneven construction in newer neighborhoods.

**Mud jacking:** After conducting research and reviewing jacking projects on private property, the Public Works staff concluded that mud-jacking is not a viable option for City sidewalks. Within a year, the employees noticed some of the panels associated with the projects were resettling, which continues to create the same problem of unevenness among the panels. Staff also is concerned that the concrete might



crack at the edge of some panels, while other panels are spreading farther apart from each other.

**Grinding:** Grinding has been done in-house. It leaves a gnarled appearance and serves as a temporary solution if the cause of panel displacement is not addressed. The City was disappointed with results and ended the practice.

**Asphalt wedging:** Asphalt wedging delays inevitable panel replacement and looks unappealing. It, too, is not recommended.

**Root cutting, root barriers:** Tree-sidewalk conflicts and remedies are discussed in Section 5.

**Saw cutting:** Saw cutting has been used with success and should be continued. In early 2013, the City of Bloomington conducted a pilot program on Kingsbury Court in an effort to eliminate trip hazards through saw cutting. The photo on the right is an example of a completed concrete cut. The City contracted with Safe Sidewalks Company to perform approximately 53 cuts along Kingsbury Court. The City spent \$2,730 using the Safe Sidewalks Company and the pilot program has brought a savings of \$3,900.



Safe Step reduces and eliminates vertical displacements by slicing off wedges of sidewalk. The City used the method on a limited basis in 2013-14 and 2014-15. Public Works should continue or increase its use of the method, in which up to 2 inches of sidewalk is shaved off. The process is most effective in newer neighborhoods. It is especially useful in adjusting a sidewalk and removing displacement at the point where the work of two contractors, who laid sidewalk at separate times, joins together. In such cases, the sidewalk becomes ADA compliant and free of trip hazards for the foreseeable future because the work corrects a construction irregularity as opposed to, for example, a conflict with tree roots. A saw cut to align two panels costs approximately \$75. Replacing the two panels would cost approximately \$320.

As a response to tree root conflict, the sawing technique presents a temporary remedy to sidewalk replacement in cases involving minor sidewalk heaving. Public Works does not believe it will solve most tree-sidewalk issues because it does not address the causal problem of root conflict.

**Other methods:** The City should be open to other methods but should exercise caution. For example:

- Internet searches on **rubber sidewalks** produce an abundance of material, but virtually all of it comes from the manufacturers and media reports on experiments. In the end, we believe it to be an expensive process with debatable overall value. It is not recommended for use in Bloomington at this time.
- Use of **concrete-colored asphalt to bridge tree roots** provides a cost-effective method to repair sidewalk while preserving parkway trees. It appears promising and worth further research. The coloring reduces the unappealing look of asphalt sidewalk.

- Quality research suggests using **tree grates**. However, Bloomington has found tree grates to be collector spots for cigarette butts and other debris, especially in Downtown. The City’s infrastructure and lighting plan for Downtown calls for removal of all tree grates.
- Use of **rebar reinforcement** for concrete panels next to trees has been discussed within the Public Works Department. The rebar may be able to overcome the force of tree roots. Rebar adds \$1 per square foot to the cost of the sidewalk. A typical reinforced sidewalk panel will cost about \$180 instead of \$155.

### 4.3 Sidewalk Rating System

#### Pavement Surface Evaluation and Rating System

When analyzing sidewalk conditions, the City of Bloomington uses a rating system it created based on the PASER system to rate the surface and/or visual defects of the sidewalks. PASER is an acronym for Pavement Surface Evaluation and Rating system. The system uses a scale of 1 to 10. A rating of 1 means pavement is in a failed condition or the sidewalk is impassible, and a 10 rating means pavement is new and excellent. **Figure 7** shows the condition of the City’s sidewalks using the rating system and counting work under contract for the 2014-15 fiscal year.

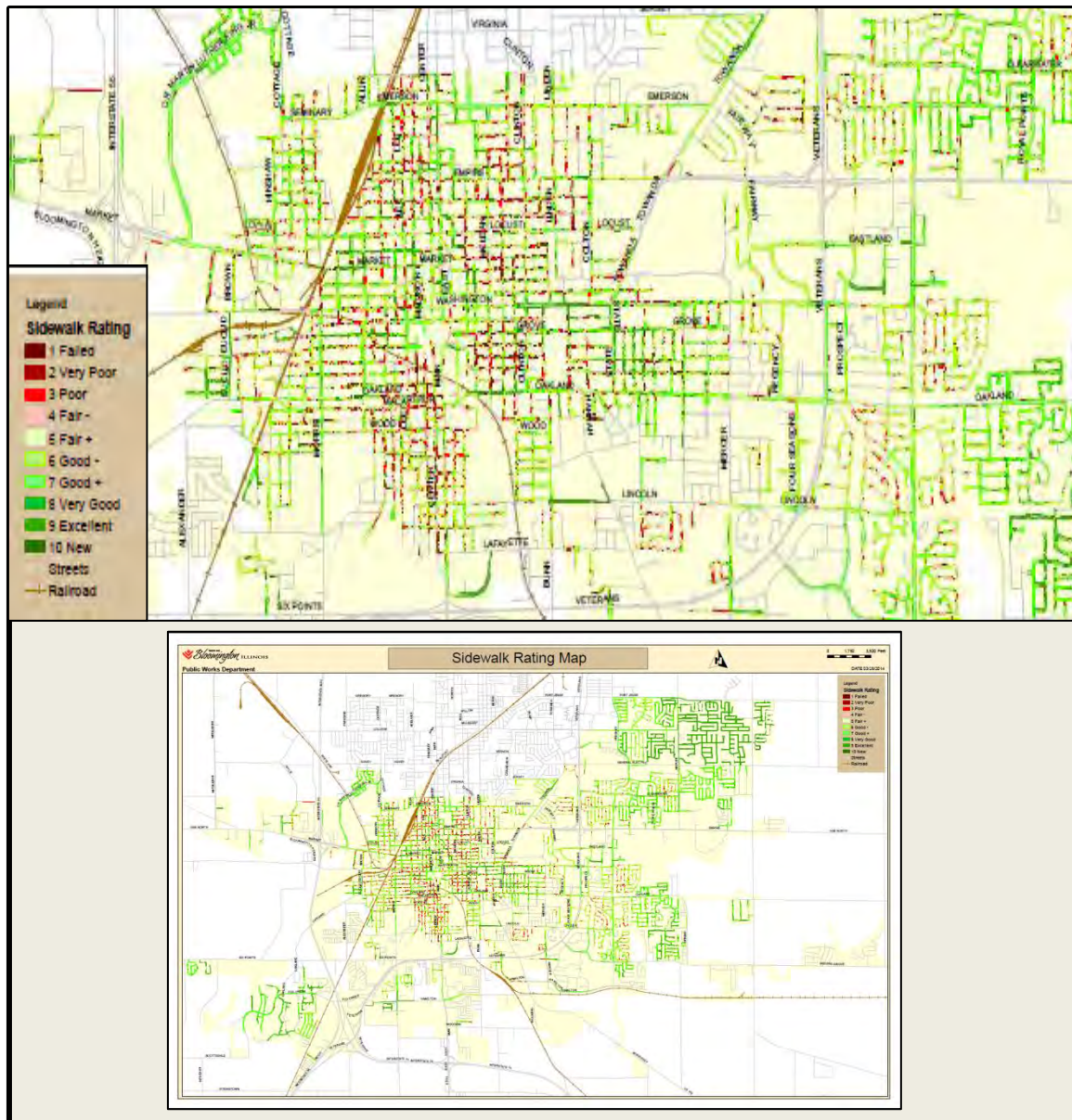
**Figure 7: City Sidewalk Ratings (2015)**

	PASER Rating	Description	Miles	
	10	New	3	
	9	Excellent	11	
	8	Very Good	71	
	7	Good (+)	106	
	6	Good (-)	110	
	5	Fair (+)	55	
	4	Fair (-)	35	
	3	Poor	24	
	2	Very Poor	6	
	1	Failed	2	
<b>Total = 423 miles of sidewalk</b>				



The City of Bloomington has 423 miles of sidewalks, and the City’s GIS system has recorded the rating of every sidewalk by the adjacent parcel. While the resulting PDF map does not reproduce well in document format, the map gives a snapshot overview of ratings by location. The following section of enlarged map shows all sections of sidewalk with lower ratings. All sidewalks with pink, red and maroon color coding are in need of some degree of improvement.

**Figure 8: PASER Ratings by Location**



**Figure 9** gives the miles of the overall sidewalk system for each of the 10 categories of the rating system.

Figure 9: Sidewalk Rating in Miles (2015)

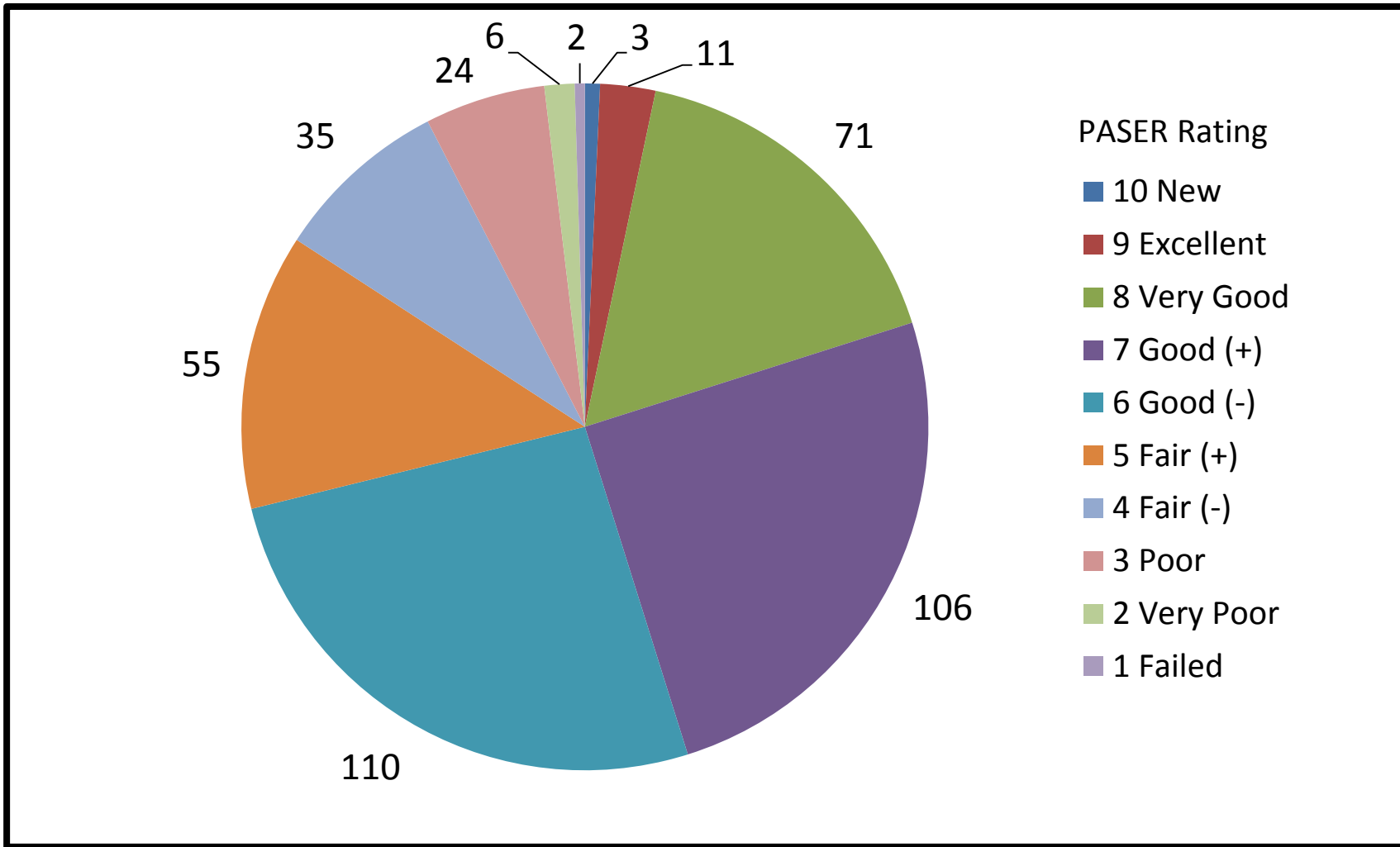












Figure 10 illustrates the visual distress, functionality and aesthetic characteristic for each rating category.

Figure 10: Rating System

Surface Rating	Visible Distress	Ratings Examples	Functionality & Aesthetics
<b>10 New</b>	<ul style="list-style-type: none"> <li>✓ None</li> </ul>		<ul style="list-style-type: none"> <li>✓ Brand new</li> </ul>
<b>9 Excellent</b>	<ul style="list-style-type: none"> <li>✓ Some weathering in the color.</li> </ul>		<ul style="list-style-type: none"> <li>✓ 1 to 2 years old.</li> </ul>
<b>8 Very Good</b>	<ul style="list-style-type: none"> <li>✓ Less than 25% of the sidewalk panels cracking or spalling.</li> <li>✓ No tripping hazards.</li> </ul>		<ul style="list-style-type: none"> <li>✓ Minor defects caused by weathering.</li> <li>✓ Still looks acceptable.</li> </ul>
<b>7 Good (+)</b>	<ul style="list-style-type: none"> <li>✓ Over 25% of the sidewalk has minimal spalling.</li> <li>✓ 25% to 50% shows minimal cracking along the parcel.</li> <li>✓ Less than 25% of the sidewalk has minimal sloping.</li> </ul>		<ul style="list-style-type: none"> <li>✓ Weathering and minor defects are becoming visible.</li> <li>✓ Still functional.</li> </ul>
<b>6 Good (-)</b>	<ul style="list-style-type: none"> <li>✓ Moderate spalling beginning to be visible.</li> <li>✓ Minimal cracking is visible in over 50% of the parcel.</li> <li>✓ Minimal vertical displacement in under than 25% of the parcel.</li> </ul>		<ul style="list-style-type: none"> <li>✓ Minor defects.</li> <li>✓ Functionality and aesthetics are slightly lowered.</li> <li>✓ Still acceptable.</li> </ul>

### Rating System (continued)

	Rating	Visible Distress	Ratings Examples	Functionality & Aesthetics	
	<b>5 Fair (+)</b>	<ul style="list-style-type: none"> <li>✓ Minimal displacement is visible in over 50% of the parcel.</li> <li>✓ Slight overgrowth between the cracks.</li> <li>✓ Less than 25% of the panel has moderate cracking.</li> <li>✓ Over 50% of the parcel has moderate spalling.</li> </ul>		<ul style="list-style-type: none"> <li>✓ Might be a hindrance to some pedestrians, but functionality acceptable to most.</li> </ul>	
	<b>4 Fair (-)</b>	<ul style="list-style-type: none"> <li>✓ Less than 50% of the parcel has severe spalling.</li> <li>✓ Less than 50% of the sidewalk has moderate cracking.</li> <li>✓ Minimal vertical displacement in under 25% of the parcel.</li> </ul>		<ul style="list-style-type: none"> <li>✓ Still usable by most.</li> <li>✓ Not easily navigated by runners, stroller users and wheelchair users.</li> <li>✓ Lacking aesthetic appeal.</li> </ul>	
	<b>3 Poor</b>	<ul style="list-style-type: none"> <li>✓ Severe spalling and moderate cracking is evident in 50% of the sidewalk.</li> <li>✓ Over 25% of the sidewalk has moderate sloping.</li> <li>✓ Between 25% and 50% of the sidewalk has moderate displacement.</li> </ul>		<ul style="list-style-type: none"> <li>✓ Functionality is almost gone.</li> <li>✓ Negative aesthetics.</li> </ul>	
	<b>2 Very Poor</b>	<ul style="list-style-type: none"> <li>✓ Over 50% of the sidewalk displays moderate vertical displacement.</li> <li>✓ Up to 50% of the sidewalk has severe cracking, sloping, and vertical displacement.</li> </ul>		<ul style="list-style-type: none"> <li>✓ Not functional.</li> <li>✓ Panels need replacing.</li> </ul>	
	<b>1 Failed</b>	<ul style="list-style-type: none"> <li>✓ Complete loss of concrete.</li> <li>✓ Over 50% of the sidewalk has severe cracking, sloping, or displacement.</li> </ul>		<ul style="list-style-type: none"> <li>✓ Sidewalk is impassable.</li> <li>✓ Needs to be replaced.</li> </ul>	

#### 4.4 Sidewalk Rating Table

Bloomington uses its PASER rating table matrix (**Figure 11**) to determine priorities. The table uses a 1 to 10 rating system, discussed in the previous section, to evaluate vertical displacement, sloping, cracking, and spalling/scaling. The City should continue using this system.

1. The City identifies a highest priority for sidewalk defects as vertical displacement because of tripping danger. For displacement to be deemed a serious issue, it should have occurred along at least 25 percent of the overall sidewalk parcel. The sidewalk parcel is defined as the section of the sidewalk in front of a property.
2. The next deficiency priority is sloping. To qualify as a repair priority, moderate sloping should be visible along 50 percent of the parcel or along 25 percent if the sloping is severe.
3. Cracking is the third priority for sidewalk deficiencies. For City’s funds to pay for the repairs, moderate cracking should be visible along 50 percent of the parcel -- or 25 percent if the cracking is severe.
4. Spalling/scaling is the fourth priority.

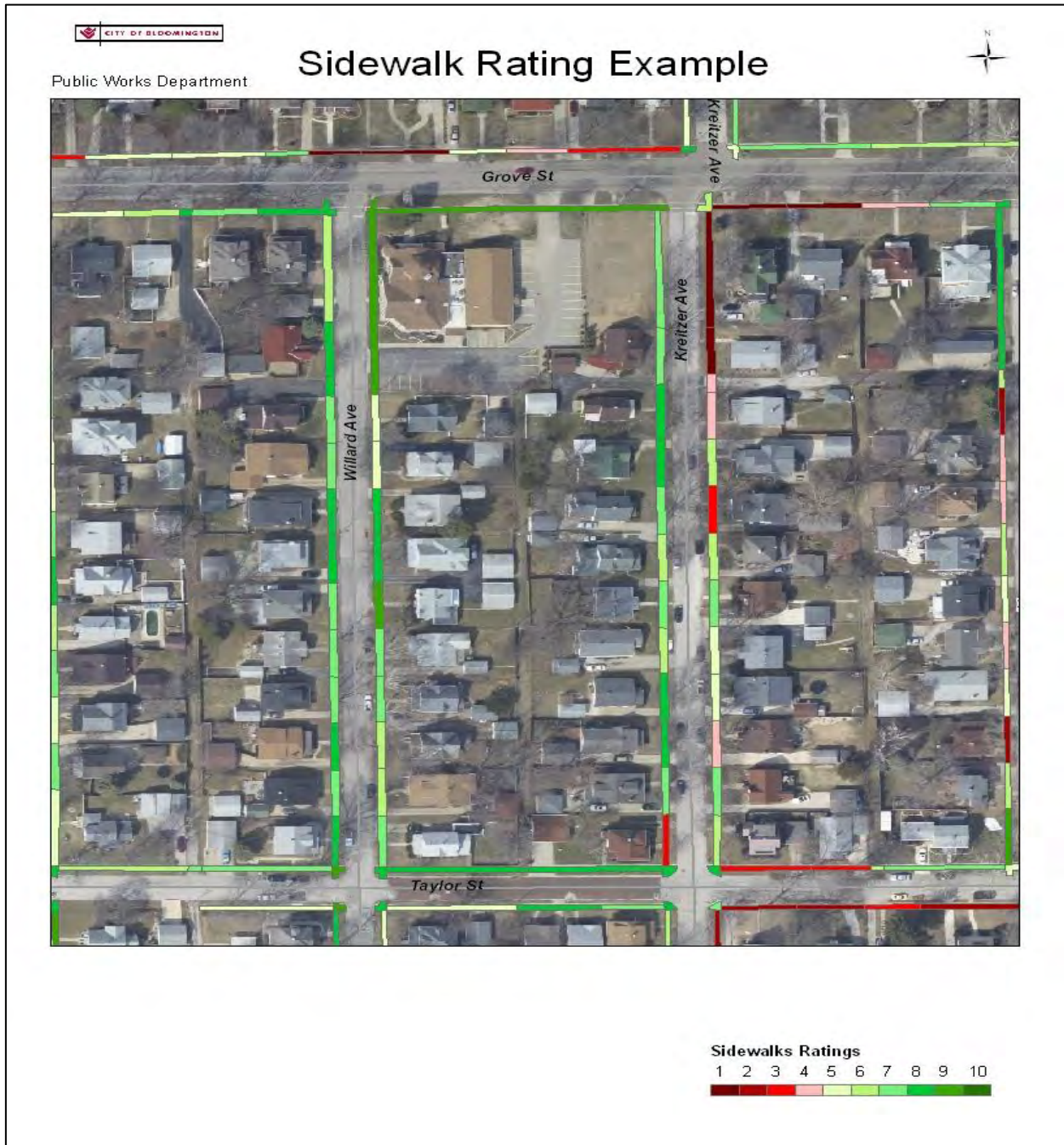
**Figure 11: Sidewalk Rating Table Matrix**

<i>Percentage</i>	<i>Level of deficiencies</i>	<i>Spalling/Scaling</i>	<i>Cracking</i>	<i>Slope</i>	<i>Vertical Displacement</i>
50-100	Severe	3	1	1	1
25-50	Severe	4	2	2	2
0-25	Severe	4	3	3	3
50-100	Moderate	5	2	2	2
25-50	Moderate	6	4	3	3
0-25	Moderate	6	5	4	4
50-100	Minimum	7	6	5	5
25-50	Minimum	7	7	6	5
0-25	Minimum	8	8	7	6

#### Rating System Map Example

Figure 12 is an example of a neighborhood map with sidewalk ratings. Sidewalks are rated by parcel. As previously explained, the entire length of a parcel usually does not need replacement or repair.

Figure 12: Sidewalk Rating Example



#### 4.5 Sidewalk Rating System Illustrated

The following pages provide photographic examples of sidewalks, their ratings and the number of miles of sidewalk in the respective rating categories.

**“10” New sidewalk 3 Miles**



**“9” Excellent 9 Miles**



**“8” Very Good 71 Miles**



**“7”  
Good+  
106 Miles**





**“6” Good- 110 Miles**



**“5” Fair+ 55 Miles**



**“4” Fair- 35 Miles**



**“3” Poor 25 Miles**



**“2” Very Poor 7 Miles**



**“1” Failed 2 Miles**



## 4.6 Curb Ramps

A curb ramp is a section of sidewalk, typically on a slope, that connects a sidewalk to a roadway and provides pedestrians with a location to cross the street. The Americans with Disabilities Act has requirements on curb ramps for minimum width, maximum slopes, cross slopes, clear space and detectable warning signs.

As of March 2014 the City of Bloomington had eight different types of ramps within the City. The City has diamond pattern, plastic dome, concrete dome and ramps with no detectable warnings. The four designs are each divided into two different types (Type A or Type B). **Figure 13** shows the number of each type of ramp in Bloomington as of March 2014.

**Figure 13: Bloomington Ramp Types**

Ramps Types	Number of Ramps
Diamond Pattern (Type A) Ramps	3,792
Diamond Pattern (Type B) Ramps	472
Plastic Dome (Type A) Ramps	988
Plastic Dome (Type B) Ramps	128
Type A Ramps without detectable warnings	130
Type B Ramps without detectable warnings	474
Concrete Dome (Type A) Ramps	663
Concrete Dome (Type B) Ramps	108
<b>Total</b>	<b>6,755</b>

## 4.7 Ramps Classifications and Illustrations

Bloomington has installed a variety of ramp types through the years. Most of these ramps do not meet modern Americans with Disabilities Act standards. However, many of them are functional. Because City budgets are finite, Bloomington’s strategy for meeting ADA has been – and should continue to be – gradual conversion of existing ramps to ADA-compliant ramps. Most of these conversions occur when the adjacent street is resurfaced. Ramp replacements also may be implemented based on a citizen request or when City staff becomes aware of its use by a person with a disability. A street-sidewalk intersection with no ramp also shares high priority.

### The proper ramp

The modern, ADA-compliant ramp should have a ramp slope of a maximum one inch per foot rise, a cross slope with a maximum of 2 percent sloping, and a minimum 48 inches of accessible walking width. It also must contain a detectable warning strip with contrasting color, preferably brick red. The landing at the top must be level (maximum 2 percent slope in all directions). It must have smooth transition to the street and curbing to keep debris out of the ramp area.

The photograph below, from the Bissell-Koch intersection, shows ADA-compliant ramps. It costs about \$2,400 to install a section like this because there are two ramps at the intersection.



The following photographs show different types of ramps found within the City of Bloomington. Next to them are their Illinois Department of Transportation classifications. IDOT stopped using the classifications in 2012, but the labels remain useful in notating existing ramps.

- 1. Detectable warning:** Criteria are in letter form. The ratings will either be “D,” “P,” “R,” “N,” or “C.”



**D:** Indicates the ramp is a diamond pattern with no raised surface. The diamond shapes are engraved into the concrete.



**P:** Indicates a plastic domed ramp. The color serves to warn pedestrians. These types of ramps are preferred in federal standards.



**R:** Means a ramp has no detectable warning.



**C:** Concrete dome ramp. Concrete domes are different than plastic dome because of the texture of the detectable warnings. The City no longer installs concrete dome ramps. It instead affixes a hard plastic pad to concrete sidewalk.



**N:** The sidewalk-curb connection has no ramp.

**Classification: Type A and Type B.** In analyzing sidewalks, the City followed the standard 424001-05 set by the Illinois Department of Transportation in classifying a ramp as Type A or Type B. (However, IDOT no longer uses the typing system.)



**Type A:** Ramps typically adjoin grassy areas, so curbs along the ramps themselves are necessary



**Type B:** Ramps have side flares instead of curbs and usually are surrounded by concrete.



## 4.8 Sidewalks in New Developments

City regulations require sidewalks to be constructed on both sides of a street in a new development unless a waiver has been granted. All new sidewalks must conform to current Americans with Disabilities Act standards. Sidewalks in a residential subdivision should have a minimum thickness of 4 inches in depth, with the exception of 6 inches of thickness required over driveways. This provision applies when a subdivision of the property occurs. New development without a subdivision of the property is exempt.

**Problem with connectivity:** City regulations perpetuate an ongoing problem with pedestrian connectivity in newer neighborhoods. Sidewalk along a given parcel typically gets built once the adjacent residential construction is finished. Doing so protects the sidewalk



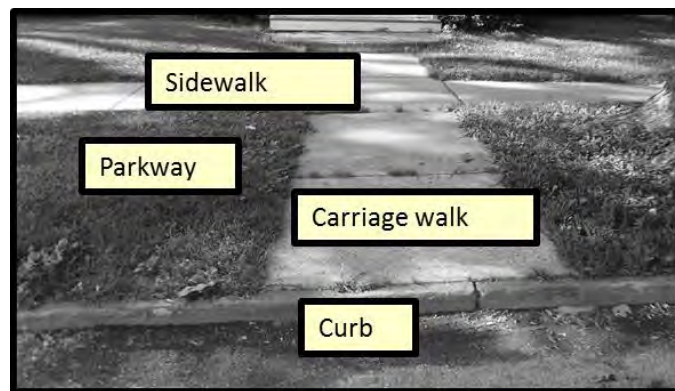
from being damaged by heavy equipment during home construction. It also leaves sidewalk gaps in new subdivisions along undeveloped lots. The subdivision developer does not have to complete sidewalk gap construction for five years after the date of the Final Plat is filed or until 90 percent of the lots in the subdivision have been granted occupancy permits.

**Potential revision:** The City might consider requiring earlier completion of sidewalks in new neighborhoods. However, if companies must build sidewalks before building houses, they also might be required to make all sidewalks 6 inches thick so that sidewalks withstand the weight of construction equipment. The City Council should anticipate opposition to this proposal from the business community because it will increase cost to developers and home builders.

## 4.9 Carriage Walks

Carriage walks are the pathways in the public right of way connecting curbs to sidewalks. Their removal or preservation became the most contested issue in the Sidewalk Master Plan upon its first-draft release in July 2014.

Carriage walks were constructed during a time when homes did not typically have a garage or fully utilize off-street parking. While some residents wish to keep them, the Public Works Department beginning in 2013 leaned strongly toward removing them.



**Structural issues:** Carriage walks put structural pressure on the abutting curbs and sidewalks, especially during warm weather when materials expand. This can cause panels of the carriage walks and/or the sidewalks to buckle. A buckled sidewalk presents a tripping hazard and does not comply with the Americans with Disabilities Act. Curbs, too, get damaged. Sometimes chunks of curb dislodge. Sometimes, entire strips of curb pop out of place. Finally, many of the carriage walks themselves have fallen into disrepair and pose pedestrian hazards.

**Complaints, Council decision:** The Public Works administration and City Manager highlighted the issue and brought it to the forefront for City Council consideration in summer 2014. They did so because complaints by residents who wanted to keep carriage walks made the topic of carriage walks a public policy and Council issue in need of resolution. The City Planner and a representative of the Illinois Historic Preservation Agency added written opinions that the walkways were part of a historically significant development pattern, even in cases in which the original construction had been replaced. In a meeting with the Citizens' Beautification Commission, Public Works Administration heard further arguments that people should be able to keep their carriage walks.

City staff, including the Corporation Counsel, presented a recommended option to the City Council in which property owners could keep their carriage walks only if they insured the walk, signed a right-of-way Encroachment License and assumed financial responsibility for upkeep. On Aug. 25, 2014, the City Council voted 4-5 against the staff proposal.

**New practices:** As a result of the Council vote, Public Works changed its operational practices and began removing the walks in cases in which property owners want them removed and to leave them for property owners who want them. (Carriage walks were rebuilt for owners in cases in which the walk was removed and the owners wanted to keep them.) The operational practice, however, does not cede control of the right-of-way to the property owner. The City is under no obligation to remove or repair a carriage walk, and it reserves its right to take action regarding any materials in the public right-of-way. Should construction or excavation require removal of a carriage walk, the walk should be replaced if the owner wishes it replaced.

These operational practices are not legal requirements. They are accommodations based on the City Council's direction. The City has a right to control the right-of-way.



**Carriage Walks and ADA:** The Bloomington Public Works Department and Legal Department examined whether the Americans with Disabilities Act applied to carriage walks. The departments opined that ADA does not apply.

#### 4.10 Driveways and Driveway Approaches or Aprons

Driveways are the responsibility of the property owner. Concrete repairs beyond the sidewalk itself are the responsibility of the property owner.

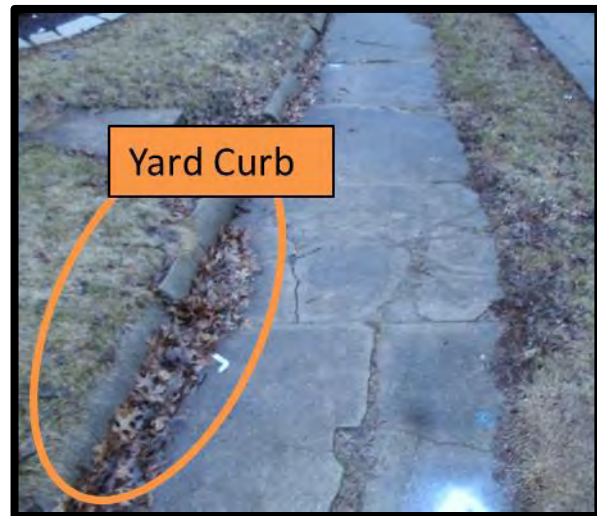
#### 4.11 Yard curbs

Yard curbs are curbs that run along the sidewalk at the edge of a yard. Decisions of what to fix and whether to replace them require discretion on a case-by-case basis. The issue with yard curbs is expense. In 2014, it cost \$25.60 per lineal foot of a 4-foot-wide running sidewalk. Replacing the yard curb was \$23, nearly doubling the cost of sidewalk repair. Therefore, the operational practice is and should remain: Avoid replacing yard curbs when possible.

In some instances the yard curb must be replaced, usually in cases in which taking it out and not replacing it would leave an unacceptable slope for mowing and yard maintenance. However, some yard curbing is unneeded and serves a cosmetic function. Replacing this on a widespread basis would effectively reduce the amount of substandard sidewalk that the City can address elsewhere.

Multiple factors enter into decisions on yard curbs, and it is best to communicate with the owner of the adjacent property, often with the engineering technician talking to the property owner in person. Consider the following:

- Nature of the construction. Sometimes yard curb can stay in place when replacing sidewalk panels. This makes the decisions easier: Replace as little curb as possible or, if the owner of the adjacent property agrees, remove the yard curb and do not replace it.
- Sometimes, the curb is part of the same pour as the sidewalk and must be excavated along with the adjacent sidewalk panels. If the sidewalk repair only involves a panel or two, sidewalk curb usually should be replaced – but only along those panels.
- Condition of the yard curb. It is easier to justify removal of yard curb – and no replacement – if the curb is in poor shape. Generally, the property owner will agree with the decision. That said, if many sidewalk panels need to be replaced and the curb must be removed during the sidewalk work, it is difficult to justify replacement of the yard curb regardless of its condition. This is strictly because of the price.



**In summary:** Public Works must remain mindful of its customer service role and attempt to find yard-curb answers that meet approval of the property owner while also being good stewards of the public's money. However, the City in the matter also has no legal obligation to the individual owner of property adjacent to City infrastructure. The greater service obligation is to residents who live along miles of substandard sidewalk that remains in need of repair.



#### 4.12 Brick Sidewalks

Bloomington has approximately one mile of brick sidewalks. While brick sidewalks have an aesthetic appeal, they are more expensive to install and often fall short of ADA standards. Existing brick sidewalks easily fall victim to vertical displacement, which violates accessibility standards. Further, these pathways become slippery in rain and snow, and repairs are labor intensive.

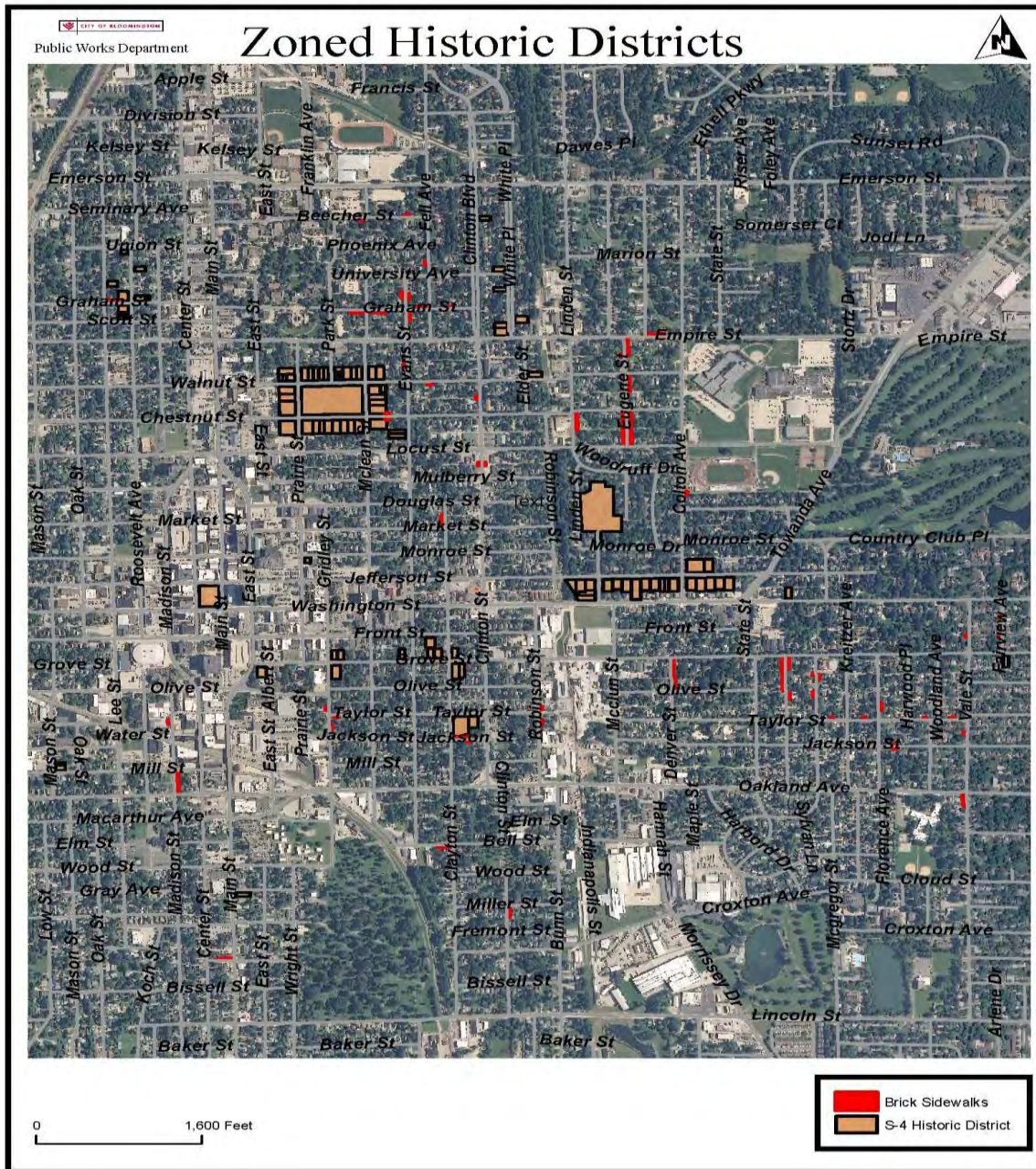
For these reasons, the City should replace brick with concrete when brick sidewalks fall into disrepair. The City also should attempt to accommodate property owners who wish to have brick sidewalk replaced with concrete walks ahead of the City's replacement



timetable. Property owners may make formal request to the Public Works Director to have the replacement expedited under the 50/50 sidewalk replacement program.

Although there may be sentiment for brick sidewalks, negative aspects of brick sidewalks outweigh sentimental value. Also, as Figure 14 demonstrates, few of the brick sidewalks in Bloomington are located in historic areas of Bloomington.

**Figure 14: Brick Sidewalks and Historic Districts or Areas**





## 5.0 TREE-SIDEWALK CONFLICTS

The photo above illustrates an ongoing problem with trees in City parkways. The primary problem is that this particular tree long ago outgrew the parkway space allotted for it. The tree has damaged the curb and the sidewalk. Some time ago, an effort was undertaken to accommodate both the tree and pedestrians. An arc-shaped portion was carved out of a sidewalk replacement panel in order to wrap the sidewalk around the tree's trunk flare. The practice is called "hooking" the sidewalk. The hooked panel has become displaced by the tree trunk flare and has created a significant tripping hazard, adding to the undesirable situation of having a tree trunk jutting into the walking path by hooking the sidewalk around the tree.

Trees are a valued piece of urban landscape. They cool homes and yards. They add visual texture. They provide air filtration, water purification, noise abatement, windbreaks, screening, privacy and other functions. A part of the community's green infrastructure, they also carry financial value. Arborists can calculate these values. There also is a cost to plant and a cost to grow. The planting of a new tree after removal of a valuable, mature tree does not constitute an equal replacement, especially considering the time needed for the new tree to reach maturity. The value of trees and the value that residents place upon trees demand that tree-sidewalk conflicts be reviewed carefully – case-by-case, tree-by-tree.

The City's organizational structure requires interdepartmental cooperation in achieving these reviews. Public Works through its Engineering Division provides the stronger expertise on manmade infrastructure, while the Parks, Recreation & Cultural Arts Department through its

Forestry Division provides the stronger expertise on green infrastructure, such as trees. In a given case, there is room for competent disagreements. However, both departments should start at the same philosophical point: *The goal of the City of Bloomington should be to preserve parkway trees when possible, but not at any cost.* Sometimes trees should and must be removed. When a removal occurs, the site should be analyzed and, if site-feasible, the tree should be replaced by the City with a new tree of appropriate species. The adjacent property owner should be consulted, if possible, on preference among approved species. The City should plant a new parkway tree and root barriers to prevent future conflict with infrastructure. The property owner should not be charged for the replacement of a parkway tree.

Replacement trees should be appropriate for the planting site. Not only are roots a concern, but also the tree canopy. Trees with low-hanging branches encroaching over the roadway interfere with garbage and recycle collection as well as moving vans and other large vehicles. Overhanging branches can be damaged by these vehicles as well as causing damage to trucks and trailers. Replacement trees also should be sited to avoid encroachment into sewer laterals and power lines.

**Conflicts:** The interests of green infrastructure and manmade infrastructure often collide, but the City need not decisively choose one over the other. Techniques developed by arborists and by engineers have helped create a peaceful coexistence in many cases. This section of the Sidewalk Master Plan explores some of those methods and will encourage the City to be creative when approaching tree-sidewalk conflicts. Overwhelmingly, staff turned to tree specialists during research for the section, and they are leading a movement to address these tree-sidewalk conflicts in ways that save many – but not all – street trees.

**Legal rights:** Under City ordinance, the City has the right to plant, trim, spray and preserve any tree on City property to ensure public safety or maintain the health of the tree. It also has the authority to remove trees on the public right of way. In certain cases, it has authority to remove trees on private property. Trees within the public right-of-way that are determined to be detrimental to sidewalks and curbs or determined to be unhealthy may be removed by the City of Bloomington at no expense to the property owner. The Forestry Division carries out this function.

**Liability:** In some instances, failure to properly correct a sidewalk-tree problem can expose the City to successful legal claims from injuries. The Engineering Division must continue to monitor proper sidewalk installation, repair and maintenance and to respond quickly to complaints and requests for correction to unsafe sidewalk conditions.

**Trees on private property:** The City prefers to not involve itself in landscaping issues on private property but it can step in to protect public infrastructure. It does so under the following ordinance:

**Chapter 38: Section 2: Streets for Public Use.**

The street, avenues, alleys, and sidewalks in the City shall be kept free and clear of all encumbrances and encroachments for the use of the public, and they shall not be used or occupied in any other way than is herein provided in this chapter.

If a tree on private property is creating damage to a sidewalk, an encroachment has occurred. The City may notify the owner in writing and demand that the tree be removed at the owner's expense.

## 5.1 Conflict Prevention

With proper planning, conflicts between infrastructure and trees can be reduced. The City should ensure that parkways are wide enough to accommodate selected trees prior to new plantings, and it should continue to mandate that only certain species be planted along the parkway. It has this regulatory right because parkways are on City right-of-way. The City also should make efforts to locate sewer services and to plant parkway trees away from sewer services; doing so reduces likelihood of root invasion into the sewer service. Root invasion causes groundwater inflow into the City’s sewer system and can adversely affect operation of plumbing in the affected property.

Additionally, root barriers should be installed alongside newly planted trees to protect the sidewalk and curb from future root damage.

## 5.2 Preferred and Prohibited Tree Species

Parks and Recreation produces the lists of approved and prohibited species. These apply to new plantings. Parks also issues planting permits to individuals who want to plant trees in parkways and removal permits to those wishing to remove a tree from a parkway. The lists of preferred and prohibited species are charted below.

**Figure 15: Bloomington’s Preferable Street Tree List**

<b>Preferable Streets Trees (as of June 2014)</b>		
✓ Red Maple	✓ Red Oak	✓ Swamp White Oak
✓ Chinquapin Oak	✓ Sugar Maple	✓ Norway Maple
✓ Hedge Maple	✓ Hornbeam	✓ American Chestnut
✓ Hackberry	✓ Hawthorn (Thorn less)	✓ Beech
✓ Ginkgo (Male)	✓ Honey Locust	✓ Kentucky Coffeetree
✓ Tuliptree	✓ Crabapple (Fruitless)	✓ Ironwood (Hornbeam)
✓ Canada Red	✓ Japanese Tree Lilac	✓ Bald Cypress
Chokecherry	✓ Elm	
✓ Linden		

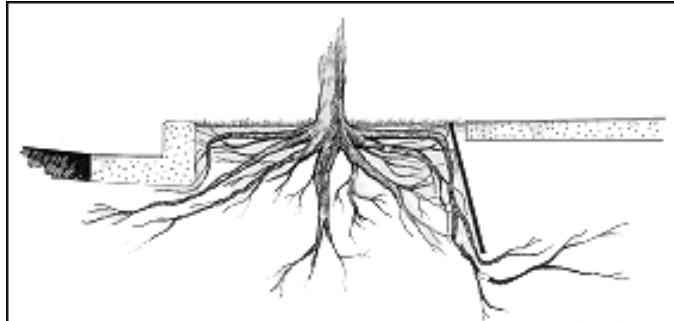
**Figure 16: Prohibited Street Trees**

<b>Prohibited Species of Street Trees (as of June 2014)</b>		
<b><i>Abies species (Firs)</i></b>	Abies species (Firs)	Abies species (Firs)
<b><i>Acer saccharinum (Silver Maple)</i></b>	Acer saccharinum (Silver Maple)	Acer saccharinum (Silver Maple)
<b><i>Alnus (Alder)</i></b>	Alnus (Alder)	Alnus (Alder)
<b><i>Catalpa speciosa (Catalpa)</i></b>	Catalpa speciosa (Catalpa)	Catalpa speciosa (Catalpa)
<b><i>Franxinuss species (Ash)</i></b>	Franxinuss species (Ash)	Franxinuss species (Ash)
<b><i>Juniperus species (Junipers)</i></b>	Juniperus species (Junipers)	Juniperus species (Junipers)
<b><i>Morus species (Mulberry)</i></b>	Morus species (Mulberry)	Morus species (Mulberry)
<b><i>Pinus species (Pines)</i></b>	Pinus species (Pines)	Pinus species (Pines)
<b><i>Populus species (Populars)</i></b>	Populus species (Populars)	Populus species (Populars)



### 5.3 Trees and Root Barriers

Root barriers have been proven effective in directing root growth away from manmade infrastructure. They should be installed along infrastructure at the time a tree gets planted. Plans and procedure should be established by Parks and Public Works to install root barriers between a curb and a tree and between a sidewalk and a tree at the time a new tree is planted in a parkway. There are several types of root barriers: Concrete, plastic, wooden, aggregate and fabric.



*USDA graphic*

**Barrier selection:** In preparing the Sidewalk Master Plan, Public Works employees read work of and talked by telephone with Dr. E. Thomas Smiley, Ph.D., an arboricultural researcher for the Bartlett Tree Research Laboratory in Charlotte, NC, and an adjunct professor of Urban Forestry at Clemson University. Dr. Smiley has overseen tests of various barrier types and said he concludes that all the standard barrier materials rate about equally in performance. For that reason, he recommended the lowest-cost barrier: Landscape fabric. The barriers could cost as little as \$20 for a 50-foot section. Members of the Parks Department staff would be qualified to install barriers. Engineering Division employees of Public Works should also become familiar with the process in order to competently oversee work being done by contractors involved with sidewalk projects.

**Barrier installation:** Dr. Smiley recommends burying two rows of landscape fabric horizontally – one along the curb side and one along the sidewalk side of the tree. Fabric should extend a minimum of three feet past either side of the trunk.

**Depth:** Another specialist interviewed for the Master Plan, Leonard Dunn, makes this recommendation: Install the barriers to at least a foot of depth on the sidewalk side of the tree but install the barrier to at least 18 inches on the curb side. Tree roots grow between the interfaces of various construction materials – between concrete and a subbase, for example. The curb side has more layers and interfaces, and the barrier should be deeper, Dunn said.

### 5.4 Trees and Gravel Subbase

Dr. Edward F. Gilman, Ph.D., was interviewed by telephone on April 11, 2014. He runs an extensive website called “Landscape Plants,” and has written and co-written numerous books. He is a researcher and a professor for the University of Florida Environmental Horticulture Department. In addition to using root barriers, he said, use of a gravel subbase is useful in the process of protecting sidewalks from tree roots.

He recommends a six-inch thick washed gravel subbase. According to research, he said, the gravel will dissuade root growth. The root will grow under the gravel and then grow upward toward the surface after crossing it, creating a U-shaped root.

Enacting this recommendation would require updating City requirements, including its Manual of Practice for new construction. City government should at least consider doing so as a way to prolong the life of sidewalks.

## 5.5 Process to Address Existing Tree-Infrastructure Conflicts

**Initiating:** A City engineering technician usually is the first one to assess a tree-infrastructure issue, most often in the course of assessing a sidewalk problem, and he usually will be the first one to initiate a discussion. However, any member of the Public Works and Parks staffs can be the initiator. At Public Works, concerns and ideas should be channeled to the Engineering Division. At Parks, concerns and ideas should be channeled to the Forestry Division.

Designees from the respective departments should have conversations. They need not be overly formal or bureaucratic. In Engineering, this person usually will be the engineering technician assigned to sidewalks or streets. Department representatives should also obtain options/wishes/desires of the property owner adjacent to the location.

### **Role of the property owner:**

The property owner should be contacted in the event that a tree in a parkway next to his/her property is proposed for removal. The property owner should be allowed to decide upon a replacement tree, at no cost to the owner, from the



City's list of approved species. His/her opinion as to whether to remove the tree should be heard and some weight should be given to the land owner's opinion. The property owner, however, does not have authority to demand that a tree be retained – to hold a veto over professional decisions -- if the tree is on public right-of-way or if the tree is on private property but clearly is damaging City infrastructure. City staff members must make the determination based on their professional judgments and on circumstances. Criteria to assist in those decisions are explained in the next subsection.

**Initial Decisions:** The designees from Engineering and Forestry should jointly decide what action should be taken. That action might include removal of the tree or root pruning. It may entail a method of sidewalk construction, replacement and repair that falls outside standard construction practice. Both persons should be mindful of the goal to save trees when possible, but not at any cost. The designees should inform and receive approval from their respective supervisors.

**Settling a disagreement:** In the event of a disagreement between the designees, the directors of the two departments should attempt to resolve the disagreement. If they cannot, they should take the matter to the Assistant City Manager for a decision. They should convey to the Assistant City Manager the opinions of the respective departments and the opinion of the owner of the property directly adjacent to the location of concern.

**Tree replacement:** In the event of tree removal, a replacement tree should be planted nearby if possible, and root barriers should be used in the process.

## 5.5 Criteria for Decisions to Remove Trees

As already discussed, removal of trees should never be approached casually and should be decided case by case. The City is taking away a part of a neighborhood – while also adding value by improving/protecting expensive infrastructure. Here are factors to consider.

**The Americans with Disabilities Act:** Action must comply with ADA.

**Neighborhood impact:** The positive aspect of a project should be weighed against potential negative impacts. If numerous trees need to be removed to implement construction plans, the City should gather neighborhood input. The City should examine if an objective could be achieved another way. This might especially be true if the building of new sidewalk where no sidewalk now exists would require removal of a row of trees or other landscaping. In such a case, placement of the sidewalk on the other side of the street or abutting the curb (reverse parkway) might be considered. The support or lack of support of neighbors should be weighed. The City should consider engineering techniques that would allow the trees to remain. It also may consider, in certain cases, abandoning the project altogether.

**Age diversity:** Age and species diversity are important concepts in urban landscaping. In a neighborhood with many old trees, replacing some or adding young trees is in keeping with the urban landscaping concept of diversifying age of trees. Age diversity ensures a continuously vibrant tree population in a neighborhood.

**Other potential solutions:** The City should test options such as bridging tree roots. More is explained later in this section.

**Type of tree:** If a tree is from a preferred species or if it is a valued “specimen tree,” it should be given greater consideration. A prohibited tree, especially if planted by a resident without authority, should be granted less sympathy. If the species is an unpopular “dirty tree,” which drops undesired materials such as sap, residents may desire replacement.

**Health of the tree:** A tree showing signs of decay is a better candidate for replacement than a vibrant tree. Using extraordinary measures to save a decaying tree usually makes little sense.

**Cost of leaving a tree:** A tree that has outgrown its place in the parkway may have monetary and emotional value but it creates a cost – the cost of damage to a sidewalk and/or the curb. There also is human cost if a tripping hazard causes injury. Consider replacing the tree with an appropriately sized tree if other options are unavailable and unacceptable.

## 5.6 Avoid cutting a semi-circle into a panel

The City has cut semi-circles into concrete panels to accommodate trees in the parkway. The Sidewalk Master Plan recommends that this be avoided whenever possible.

As the first picture on the next page shows, the tree trunk flare now is literally in the sidewalk. The first photo also illustrates that the arced cut frequently fails to permanently address the problem of having an oversized tree in the parkway. The trunk flare in this case has again heaved the sidewalk, creating a tripping hazard.

The second photograph illustrates the second problem. If the tree is removed later, the tree cutout in the sidewalk becomes a hole in the sidewalk. The cutout inhibits use and presents a tripping hazard, especially at nighttime in a poorly lighted area.

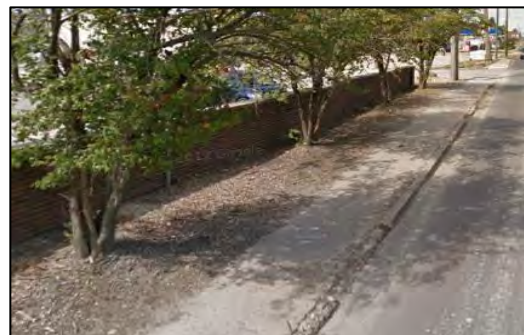
**Liability:** Public Works staff members spoke to Betty McCain, SCLA, senior claims adjuster for Alternative Service Concepts. She handles claims for the City of Bloomington. Every case has its nuances, and in most cases the sidewalk cutout would constitute a defensible “open and obvious” hazard, she said. However, Ms. McCain could foresee circumstances in which the sidewalk cutout would present a legal liability to the City of Bloomington.



### 5.7 Tree Removal Alternative: Relocate the Sidewalk

Rather than cutting into sidewalk panels, the City at times may seize an opportunity to reroute the sidewalk around a tree. The instances in which this option will present itself will be uncommon, but it is a viable option to consider in cases in which there is room to relocate the sidewalk.

The photograph at left, below, shows a minor sidewalk size adjustment – a bump out – created during a 2014 sidewalk improvement at Kelsey and Roosevelt streets. It provides an



excellent example of relocating a sidewalk to protect a specimen blue ash tree. While the sidewalk narrows, it meets ADA standards. The adjacent, top photograph shows a more dramatic curving of a sidewalk, representing another sound method to preserve green infrastructure. The third image shows an example of sidewalk abutting the curb and street – a reverse parkway -- rather than the standard model of placing the parkway between the sidewalk and street. It presents another viable option for averting tree conflicts. It may be the preferred option when building a new sidewalk in an area where trees already exist. As a safety precaution, the sidewalk in reverse parkway construction must be six feet wide rather than the usual four-foot or five-foot width. That increases cost. Another disadvantage to the reverse-parkway design is that the sidewalks will be covered and re-covered with snow as snow plows clear the streets. The photograph shows a portion of West Market Street near the Union Pacific overpass.

### 5.8 Tree Removal Alternative: Root Pruning

Root pruning can at times achieve the goal of eliminating sidewalk-root conflict. It is not an optimal solution and should be used with great caution. Some trees can endure root pruning well; others die.

Drs. Gilman and Smiley, among others, note that pruning roots can destabilize some trees, causing them to fall during storms. Pruning also can have a less dramatic negative impact on the overall health of the tree. Younger trees endure better. Older trees, however, are more often the subject of infrastructure conflicts. Tree recovery after pruning, said Gilman, depends on how the roots were pruned but also the tree itself and, especially, the quality of the soil. Among guidelines for pruning:

- The tree roots should only be pruned on one quadrant of the tree. On his website, Gilman posted a photo of a tree that was pruned on multiple sides. The picture and article are shown at right. The tree, as the professor noted, has been reduced to firewood material.



- The tree can be negatively affected and destabilized if roots are cut too close to a tree. However, there is no set industry standard. Dr. Gilman said a defensible standard would be “no closer than 2 times the diameter of the tree.” If a tree is 3 feet in diameter, the closest safe root cut would be 6 feet from the tree. Dr. Smiley said he would oppose any cut closer than 1.5 times the diameter of the tree. That would mean the 3-foot diameter tree should not be subject to a root cut any closer than 4.5 feet from the tree trunk. Smiley emphasized that 1.5 is the absolute minimum and that any cut closer than 1.5 feet would create a strong likelihood of killing the tree. Note that both of the sources are leading researchers and advocates for tree preservation in urban areas. Their estimates all but rule out root pruning as an

option for most tree-sidewalk conflicts in Bloomington because the trees involved often are too large and the parkways too narrow to meet the minimum distances.

- The third observation also bodes poorly for trees facing possible root pruning in Bloomington: Older trees are less likely to survive root pruning. These usually are the very trees coming into conflict with sidewalks.
- Pruned trees fare worse in compacted clay soil like that found in Bloomington.
- Mr. Dunn usually avoids severing a root wider than 2 inches in diameter.

Master Plan Conclusion: Bloomington should explore other options before choosing to prune roots.

### 5.9 Tree Removal Alternative: Reinforce the Sidewalk

In places where sidewalks pass near existing trees, the City should consider engineering solutions to prevent tree roots from lifting the sidewalk.

One such method would be use of half-inch diameter rebar to reinforce the sidewalk. The City began using rebar reinforcement in 2013 for two purposes:

1. To keep sidewalks from sagging where they crossed private sewer and water service lines. At these utilities, soil tends to settle and sink, causing sidewalk panels to sag and become displaced. Rebar reinforcement is used for the sidewalk panel crossing the service line and then the next two panels in each direction. The reinforced sidewalk bridges the ground if it continues to settle.

2. Across ingress and egress points into apartment properties. Reinforcement braces the sidewalk at points where moving vans and garbage trucks regularly cross.

Bloomington City Engineer Kevin Kothe proposed using a similar approach to bridge tree roots. Dr. Gilman confirmed that the method is proven effective. Roots typically expand upward. If the sidewalk is reinforced with rebar, the added mass of the walk should cause the tree root to deform and grow to the side, Gillman said. Gillman added that the health of trees in these cases appears to be unaffected.

**Added cost:** Rebar costs about \$1 extra per square foot of sidewalk, or \$20 to \$25 per sidewalk panel. Thus, it raises the cost of a panel from about \$120 to about \$145. A healthy tree can easily stretch across two sidewalk panels. If reinforced concrete is used in the next two panels in each direction, the sidewalk would be reinforced in six panels total. The total additional cost would be \$120 to \$150.

The added cost is reasonable given the value of the tree, the value of manmade infrastructure and the expectation that sidewalks last for decades.



### 5.10 Tree Removal Alternative: Saw Cut the Sidewalk

Safe Step, a City subcontractor, reduces and eliminates vertical displacements by slicing off wedges of sidewalk. The positive experience with this method was discussed in Section 4.2. By slicing up to two inches in thickness from one panel, saw cutting can eliminate vertical displacement. In some cases, saw cutting could be used to eliminate a hazard created by tree roots. However, it would only represent a temporary solution in these cases, as the root would continue to grow upward and continue to displace the sidewalk. The method would, however, buy time at a fairly low cost of less than \$50 per panel cut.

### 5.11 Tree Removal Alternative: Sunnyvale Steel Plates

In 1989, Leonard Dunn was hired by Sunnyvale, CA, with a mandate from its Public Works Director to preserve trees while also fixing sidewalks. Mr. Dunn developed a method to prevent tree roots from growing upward. Starting in 1992, he began bolting steel plates into tree roots that were conflicting with the sidewalk. Arborist Gordon Mann, a consultant with the company Mann Made Resources, is among those who advocate for Mr. Dunn’s time-tested results. The accompanying images are from a presentation Mann has given and published on the Internet.

Mr. Dunn was interviewed for the Master Plan on April 22, 2014. He explained the process as follows:

When a sidewalk becomes damaged from tree root, the sidewalk is removed. Sheets of 10-gauge steel are fitted to cover the roots. Sometimes the steel plates can be bent to form around the root. Pilot holes are drilled into the roots. Then, three-eighth inch lag bolts are drilled through the steel plates and into the roots, using the pilot holes. The bolts and the steel plates do little or no harm to the tree. The bolted roots will no longer grow upward. They will grow out to the sides and downward. The small gaps around the roots are then covered with No. 2 base rock. The sidewalk may have to be sloped to bridge tree roots, the trunk flare or both. The No. 2 base rock is used as a subbase in creating a gently sloping terrain leading to and from the tree. Concrete is then poured over the rock. Concrete or asphalt can be poured directly onto the top of the steel plates. The key to the process is making the correct, gradual slope to ensure that the slope complies with ADA standards on inclining and declining sidewalks.

Trees that had to be removed later, for reasons other than sidewalk conflicts, were examined. Post-removal examination of the roots showed the plan worked as envisioned: Roots grew to the side and downward. Growth to the top side of the root had been successfully inhibited.



Bloomington should test this process. However, City staff cannot be expected to merely look at pictures when initiating the process. It should consult with an arborist familiar with the technique when the first tests are done and learn the nuances of the process. Dunn oversaw this process himself and all the work was done in-house in Sunnyvale until budget cuts forced staff reductions in 2011. While the city of Sunnyvale now contracts for the work, it also trains contractors on the technique and consults on-site with them.

#### **5.12 Tree Removal Alternative: Other Methods**

Bloomington should be creative and open to other possibilities when approaching sidewalk-tree conflicts. It may consider alternatives to Portland Cement Concrete.

**Asphalt sidewalks** are generally undesirable. They are aesthetically unpleasant heat conductors. However, cement dust can be used to color the asphalt to appear like concrete and reduce the heat generated by asphalt during the summer. The benefit of asphalt is that it is fairly sturdy and economical. It cannot withstand the pressure of root expansion. The sidewalk will eventually rise at the point that roots press them upward. The asphalt will have to be maintained and replaced. It will, however, solve the tree conflict for a period of time. Asphalt sidewalk can be replaced at low cost compared to concrete replacement.

**Other materials** have entered the market, but they have limited track record. The Public Works and Parks & Rec departments should monitor research. Bloomington should avoid the bleeding edge of technology but look for cutting edge approaches.



Area along parcels ( $A_p$ ):  
 $LF \times 4.5 = A_p$

Area of replacement sidewalk ( $A_R$ ):  
 $A_p \times \text{Rating\%} = A_R$

Percentage of Sidewalk Replacement Based on Rating	
Rating 1	66%
Rating 2	53%
Rating 3	32%
Rating 4	27%
Rating 5	21%
Rating 6	14%

**Cost of Sidewalk Replacement**  $A_R \times .10 \times 7.25 + A_R \times .90 \times 7$

## 6.0 COSTS AND REVENUE

Sidewalk rating methodology and repair and replacement techniques were reviewed in Sections 4 and 5. Section 6 examines costs, establishment of a desired service level and revenue sources. The three are intertwined, as the Plan serves as a practical guide based on economic realities. Section 7 puts forth a Ten-Year Action Plan to enable the City to affordably achieve the policies and goals set forth.

While Section 6 first examines costs, a few words are needed on revenue. The reality is this: Sidewalks don't generate revenue, and funding options are limited. To address sidewalks, the City Council and the Administration must look to the General Fund for the vast majority of funding. The realities of costs and competing City needs and desires, including a desire to keep taxes and fees as low as possible, are taken into consideration throughout the Master Plan.

### 6.1 The Construction Process

The cost analysis assumes the continued use of the construction process already in place (with modifications in instances in which street trees are being preserved). It is the common and best practice. Locations are inspected and rated by the Public Works staff, reviewed and approved for work by Public Works Department management, approved by the Administration and City Council as part of a Public Works program and documented through GIS recordkeeping. Most construction is contracted through competitive bidding. (For 2014-15, three companies submitted bids.) The private contractor works closely with Public Works staff members, who oversee and document contractor work.

The alternative -- building sidewalks with City employees -- might sound more economical but would require the addition of staff to the Public Works Department. Public Works employees

build sidewalks on occasion; they have the ability. However, the annual volume of sidewalk and sidewalk ramp construction cannot be handled by existing personnel.

## 6.2 Sidewalk Replacement Estimates

In March 2014, the Public Works Department conducted an analysis of the cost to replace sidewalks, using GIS data and sidewalk ratings. The analysis took into account the average amount of sidewalk that actually would need replacement – not the full length of the sidewalk – based on a Bloomington Public Works Engineering Division formula.

Except in the worst cases, parts of a sidewalk are in acceptable condition. Budget issues and financial prudence demand that Bloomington save as much good sidewalk as it can when improving a stretch of sidewalk. Only the unacceptable portions of the sidewalk get replaced. The Public Works formula calculates the average percentage of replacement based on the sidewalk’s ratings.

### Formula for Sidewalk Replacement Cost

⇒ **Area of Parcels (A<sub>P</sub>):** A<sub>P</sub> represents the total portion of sidewalk area under consideration. Some sidewalks are 4 feet wide; some are 5 feet. A few are 6 feet. GIS width measurements are inexact regarding sidewalk width. The cost analysis used 4.5 as the width. LF means lineal feet of sidewalk and is the length measurement. Length times width equals area.

$$4.5 \times LF = A_P$$

⇒ **Area of Replacement Sidewalk (A<sub>R</sub>):** A<sub>R</sub> is the estimated area of actual sidewalk work required (in square feet) within A<sub>P</sub> based on the PASER rating of the sidewalk.

$$A_P \times \text{Rating\%} = A_R$$

Rating 1	66%
Rating 2	53%
Rating 3	32%
Rating 4	27%
Rating 5	21%
Rating 6	14%

### Formula for Cost of Replacement

The estimation method factors in cost of regular sidewalk (4-inch-thick Portland Concrete Cement) as well as the thicker concrete (6-inch PCC). The thicker concrete is required along driveway aprons, which accounts for about 10 percent of the typical project area. The 2014-15 cost estimate is \$7.25 per square foot for 6 PCC and \$7 for 4 PCC. Both cost estimates include the cost to remove existing sidewalk.

$$\begin{aligned}
 \text{COST OF REPLACEMENT} = & \\
 & A_R \times .10 \times 7.25 \\
 & + \\
 & A_R \times .90 \times 7
 \end{aligned}$$

Figure 17 shows the cost estimate for sidewalk replacement by PASER ratings.

Figure 17: Cost for Sidewalk Replacement (2014 dollars)

PASER Rating	Replacement Needed (Estimated Square Feet)	Estimated Cost of Replacement
1	40,687	\$285,826
2	96,010	\$674,470
3	190,277	\$1,469,896
4	227,116	\$1,738,578
5	274,630	\$1,929,275
6	355,496	\$2,497,166

### 6.3 Cumulative Cost Totals

The cumulative totals show costs to upgrade to various levels of sidewalk quality. For example, to achieve a minimum rating of 6, the City must fix all sidewalks with ratings 1 through 5. These estimates did not calculate ADA-compliant ramps, which cost \$1,200 each.

Figure 18: Cost to Reach Rating Levels (2014 dollars)

Minimum Sidewalk Ratings	Cost to Accomplish
Minimum Rating of 7 (Good+)	\$8,595,211
Minimum Rating of 6 (Good -)	\$6,098,045
Minimum Rating of 5 (Fair +)	\$4,168,770

### 6.4 Recommended Service Level

An ideal goal would be to raise minimum rating to 7 (Good +). The cost would be \$8.6 million in 2014 dollars. A more realistic goal, given competing City needs, is to bring the minimum rating to a 5 (Fair+) over the life of the 10-year plan. This would require a City investment of nearly \$4.2 million in 2014 dollars.

**The Master Plan recommendation is to bring the minimum rating of Bloomington sidewalks to 5 by fixing all sidewalks rated as 1, 2, 3 and 4.**

**Accounting for inflation:** The Action Plan in Section 7 adds inflation projections in producing a budget to achieve the recommendation.

### 6.5 Connectivity: Eliminating Sidewalk Gaps

**Overall priorities and gaps:** The Public Works Department inventoried gaps in the sidewalk system. It then set priorities for these gaps. It did so, however, with the belief that fixing existing sidewalks and fixing and installing ADA-compliant ramps are the primary goals of the Master Plan. This premise speaks to the setting of priorities and the need for moderate cost. Therefore, the Plan recommends addressing a very limited number of gaps in the sidewalk system prior to achieving the service level for existing sidewalks. Filling all connectivity gaps in the City would require uncalculated millions of additional dollars.

The Master Plan identifies just three high-priority gaps. Priority I Gaps involve two areas near schools and an area on South Center Street shown to be heavily traveled. Priority II Gaps run one block or less and represent small connectivity projects at moderate cost. Priority III Gaps were added after the original sidewalk draft plan was published and circulated to the City Council and the public. These gaps were requested by members of the public and Council.

Other gaps projects may be added as need arises. However, the City should be mindful of budgetary concerns and neighborhood concerns when doing so.

**Neighborhood considerations:** Entire neighborhoods in Bloomington were built with no sidewalks. Retrofitting sidewalks into the neighborhoods can pose problems and expense. Doing so might require removal of numerous trees, and in cases it would represent a vast reduction to already modest front yards. It may require removal of fences and hedgerows that, while on City right-of-way, have been a part of properties, in the residents' perceptions, for decades. Given other economic pressures on the City, retrofitting neighborhoods with sidewalks should be done only for compelling reasons. If a neighborhood opposes a plan, the reasons to proceed should be extremely compelling. Given other sidewalk needs, gap elimination in most cases receives a low priority at this time. When gaps are identified, site reviews should take into account potential negative impacts on the neighborhood. These negatives may be reason to look at other alternatives or to decide against building.

Other portions of the sidewalk system have sidewalks on one side of the street. There must be a compelling reason to build sidewalk on the second side – again, because of other budget needs and because of the alteration of an established neighborhood. Only one such area is identified and budgeted in the Plan: The west side of U.S. 51 south of the South Hill neighborhood, where a well-worn path demonstrates user demand for a sidewalk.

## 6.6 Cost Formula for Sidewalk Gap Elimination Projects

A different formula applies to cost estimates for new sidewalk, extensions of existing sidewalks and the connection of missing sidewalk links between two stretches of existing sidewalk. For 2014, the gap elimination formula developed by the Bloomington Engineering Division estimates \$3 per lineal foot for site preparation, including excavation and installation of sidewalk subbase. (The subbase typically is 3/8<sup>th</sup> inch pea gravel or recycled concrete.) The formula uses \$5.10 per square foot for the cost of 6-inch thick sidewalk ( $A_6$ ), to be used next to driveway aprons and \$4.75 for 4-inch concrete to be used for the rest of the project ( $A_4$ ).

LF is the entire length of the project in lineal feet.  $A_6$  is the area in square feet for the portion abutting driveways.  $A_4$  is the area of non-driveway portion of the new sidewalk.

$$\text{COST TO INSTALL ALONG A SIDEWALK GAP=} \\ (\text{LF} \times 3) + (\mathbf{A_6} \times 5.1) + (\mathbf{A_4} \times 4.75)$$

## Root Barriers Not Included

If trees are being planted along the new sidewalk, root barriers should be installed along the entire length of the tree. If the tree is being planted in a parkway along the new sidewalk, barriers should be installed along the sidewalk side of the tree *and* the curb side of the tree. This portion of the project should be overseen by the Bloomington Parks Department if possible. See Section 5 for more on root barriers.

## Priority I Gaps, in this order of importance

1. Along parts of Vale and Croxton and the east side of Ryan south of Oakland School. This is referred to as the Oakland School Gap.
2. Along North State Street, from Marion to Emerson, north of Bloomington High School.
3. Along South Center Street adjacent to Highland Golf Course.

**Figure 19: Cost of Priority I Connectivity Gaps**

<b>PRIORITY I Connectivity Gap Location</b>	<b>Cost</b>
<b>Oakland School Gap</b>	\$40,000
<b>North State Street</b>	\$18,000
<b>South Center Street</b>	\$29,000
<b>TOTAL</b>	<b>\$87,000</b>

**Figure 20: Cost of Priority II Connectivity Gaps**



<b>PRIORITY II Connectivity Gap Location</b>	<b>Cost</b>
<b>Barker at Wood</b>	\$2,950
<b>Hinshaw at Elm</b>	\$3,300
<b>Low at Olive</b>	\$3,000
<b>Lumber at Olive</b>	\$3,700
<b>Robinhood at Towanda</b>	\$6,500
<b>Western at MacArthur</b>	\$3,000
<b>Western at Walnut</b>	\$2,000
<b>White Oak Road at Locust</b>	\$4,180
<b>TOTAL</b>	<b>\$28,630</b>

**Figure 21: Cost of Priority III Connectivity Gaps**

<b>PRIORITY III Connectivity Gap Location</b>	<b>Cost</b>
<b>Towanda/Ewing Park II Crossing</b>	\$20,000
<b>Ireland Grove Road Don Bly Way to Crista Ann</b>	\$20,000
<b>Ethel Parkway from Emerson to Ewing II</b>	\$65,000
<b>TOTAL</b>	<b>\$105,000</b>

*Combined Total of Priority I, Priority II and Priority III: \$220,630*

**Figure 22: Priority I Gap Projects**

<p><b>Oakland School Gap</b> Area south of Oakland School (Vale, Croxton, Ryan). On a school walking route. Also connects neighborhood to Holiday Park. <b>\$40,000</b></p>	
<p><b>North State Street</b> State Street from Marion to Emerson, north of BHS. Students walk through neighborhood to and from school and often walk in the street. <b>\$18,000</b></p>	
<p><b>South Center Street</b> Center Street adjacent to Highland Golf Course. The worn path demonstrates heavy usage and pedestrian need. (At left, looking north. At right, looking south.) <b>\$29,000</b></p>	

**Figure 23: Priority II Gap Projects**

**Barker at Wood: \$2,950**



**Robinhood at Towanda: \$6,500**



**Hinshaw at Elm: \$3,300**



**Western at MacArthur: \$3,000**



**Low at Olive: \$3,000**



**Western at Walnut: \$2,000**



**Lumber at Olive: \$3,700**



**White Oak at Locust: \$4,180**





**Figure 24: Priority III Gap Projects**

**Towanda Avenue/Ewing Park II Crossing (RRFB)**

Ewing II Park lacks access from the east, but sidewalk construction along the west side of Towanda Avenue would require enormous expense, including Ewing Manor land acquisition. Instead, the City should install a high-visibility crosswalk at Rowe Drive along with rectangular rapid flashing beacons (RRFBs). Year 4.

**\$20,000**



**Ireland Grove Road**

**Don Bly Way to Crista Ann**  
The stretch of grassy walkway is approximately 900 feet long. Residents use the grassy area as a walkway, which is rutty, as a way to access other neighborhoods and, eventually, the Constitution trail. Year 9.

**\$20,000**



**Ethel Parkway**

**Emerson to Ewing II**  
This project would give residents pedestrian-friendly access to the park. It would require partnership with Normal, because more than half of the area is in Normal. The Bloomington portion would cost about \$27,500. Year 10.

**\$65,000**

(Note: A better option may be a Constitution Trial extension along the creek.)





**Figure 25: Cost of Sidewalk Repair Items**

Description of Repair Work	FY 2012-2013 Prices	FY 2004-2005 Prices	% Change from FY 04-05 - FY 12-13	FY 2001-2002 Prices	% Change from FY 01-02 - FY 12-13	FY 95-96 Prices	% Change from FY 95-96 - FY 12-13
Cost for 4" of sidewalk (per square foot)	\$4.75	\$3.50	36%	\$3.35	42%	\$2.55	86%
Cost for 6" of sidewalk on driveway (per square foot)	\$5.10	\$3.85	32%	\$3.65	40%	\$2.85	79%
Cost for saw cutting if required (per linear foot)	\$1.40	\$1.00	40%	\$0.75	87%	\$0.75	87%
Detectable Warnings	\$27.00	\$19.00	42%	N/A	N/A	N/A	N/A
Partial Curb Removal (by saw cutting)	\$19.00	\$17.00	12%	\$16.00	19%	\$15.00	27%
Curb Removal & Replacement	\$39.00	\$18.00	117%	\$11.50	239%	\$12.00	225%
Sidewalk Excavation	\$3.00	\$1.90	58%	\$1.75	71%	N/A	N/A

## 6.9 Historical Funding: Capital Sidewalk Program

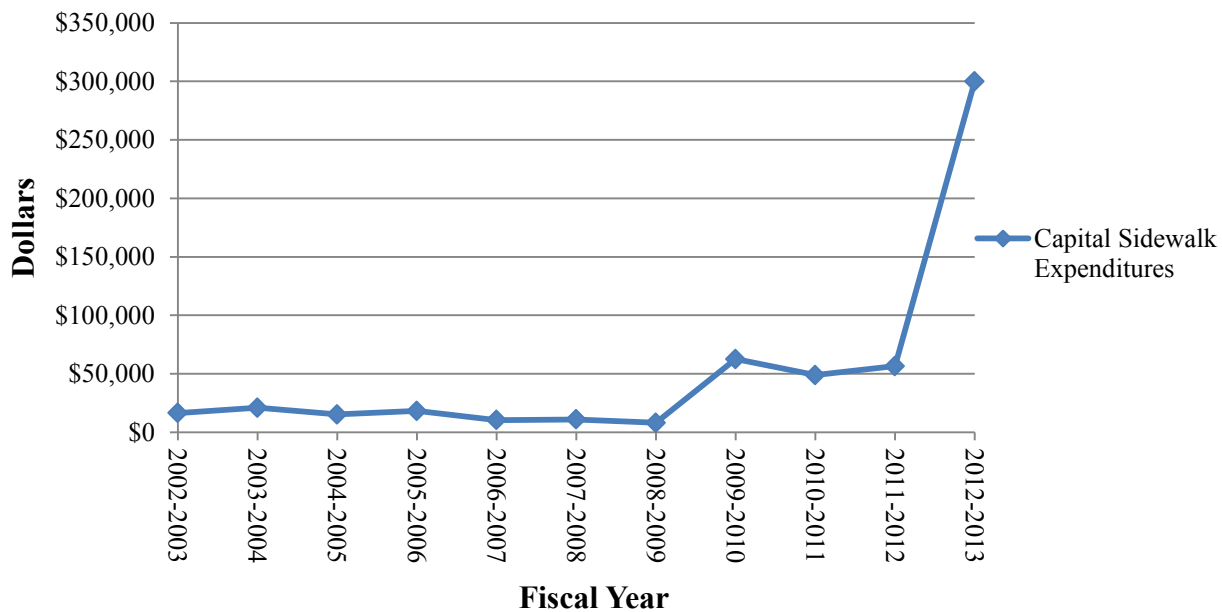
The Capital Sidewalk Program provides funding for sidewalks and ramps with 100 percent City money from the General Fund. Sharp rises in the last two years shows the Administration and Council have increased their emphasis on infrastructure.

**Figure 26** shows the expenditures for the Capital Sidewalk Program and ADA Ramps Program from Fiscal Year 2002-2003 to Fiscal Year 2013-2014.

**Figure 26: Capital & ADA Expenditures from FY 2002-2003 to FY 2011-2012**

Fiscal Year	Capital Sidewalk Program	ADA Ramps Program
2013-2014	\$300,000	\$375,000
2012-2013	\$166,090	\$77,763
2011-2012	\$56,572	\$55,202
2010-2011	\$48,955	\$51,035
2009-2010	\$62,546	\$57,040
2008-2009	\$11,054	\$60,057
2007-2008	\$11,043	\$62,872
2006-2007	\$10,447	\$60,002
2005-2006	\$19,296	\$63,486
2004-2005	\$15,247	\$58,540
2003-2004	\$20,938	\$51,614
2002-2003	\$16,467	\$49,531

\*



### 6.10 CDBG Sidewalk Funding

Bloomington’s Community Development Block Grant funds have provided money for public sidewalk repairs in some cases. CDBG receives money from the United States Department of Housing and Urban Development. The money must be applied to aid residents with low and moderate income.

Since 2001, the CDBG Sidewalk Program has been used three times. In Fiscal Year 2008-2009, \$27,425 from the Community Development Block Grant was used to repair sidewalks in a designated slum-blight area in Bloomington. Also, the City used \$162,384 from Community Development Block Grant-Revitalization, which was federal stimulus money, in the same area for sidewalk replacement in Fiscal Year 2010-2011. The CDBG Sidewalk Program was used again in 2012-2013 with \$75,000 paying to replace approximately 13,000 square feet of sidewalk.

While CDBG money for sidewalks has been useful and appropriate, the City also has to balance other needs of low- and moderate-income residents. The 10-year funding plan (Section 7) assumes no CDBG money will be devoted to sidewalks.

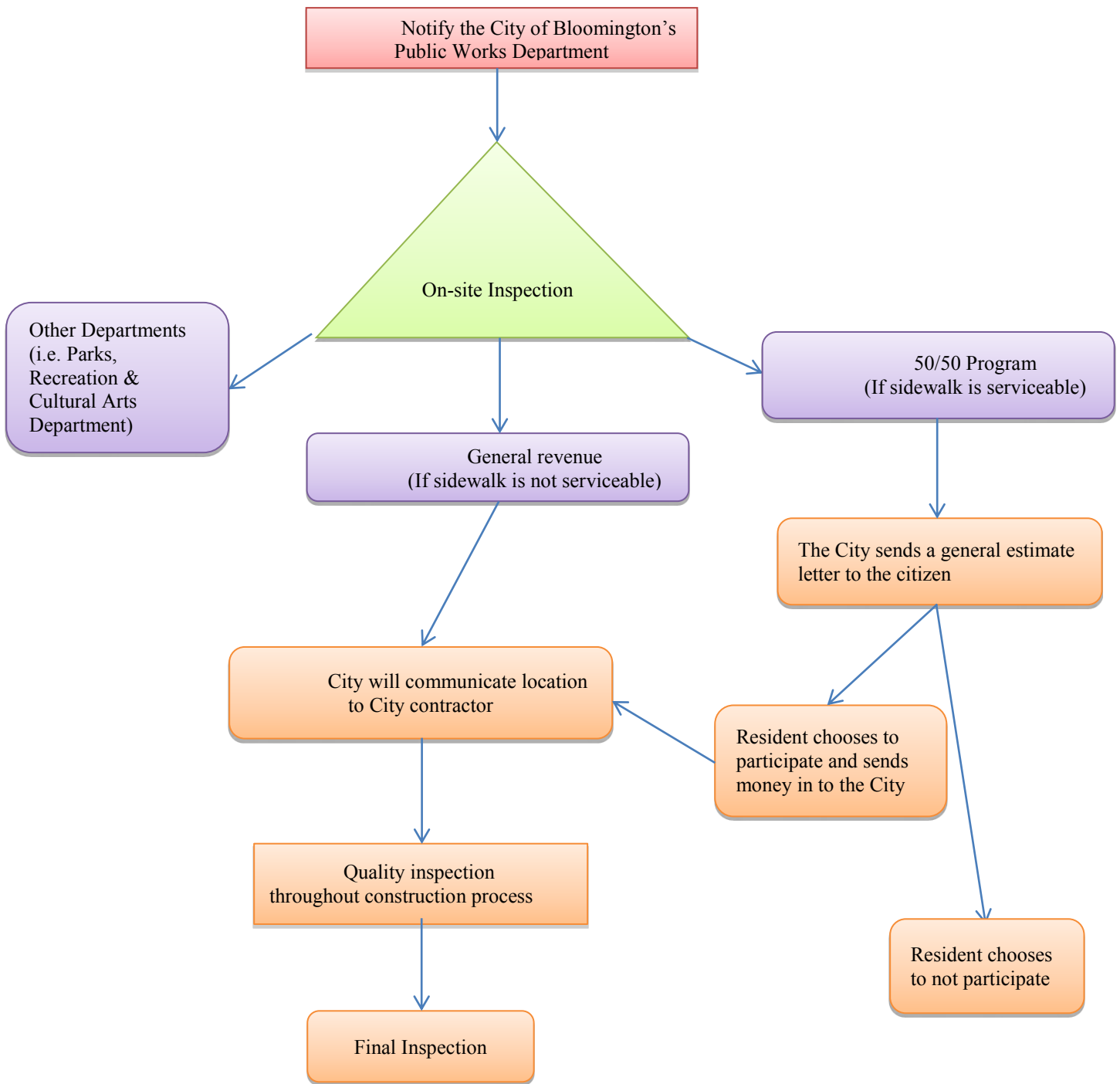
### 6.11 City 50/50 Sidewalk Program

The 50/50 Sidewalk Program provides homeowners the opportunity to replace defective sidewalks along the streets in front of their homes for half of the total cost. The benefit to residents is that they get repairs of serviceable sidewalks that, if applied to the City's regular sidewalk repair program, would have to wait. The benefit for the City is \$100,000 worth of sidewalk upgrade per year for \$50,000 in City money. Almost all of the 50/50 participants have sidewalks rated as 4 and 5. Fixing these walks sooner than planned, through 50/50, prevents

them from deteriorating further. If the 50/50 applicant has a sidewalk in a serious state of deterioration – rating a 1, 2 or 3 – the resident won't be charged. Public Works considers it unfair to ask a resident to pay for repair to substandard sidewalk.

**Figure 27** (shown on the next page) is a flow chart for the program.

**Figure 27: Bloomington's 50/50 Sidewalk Program Process**



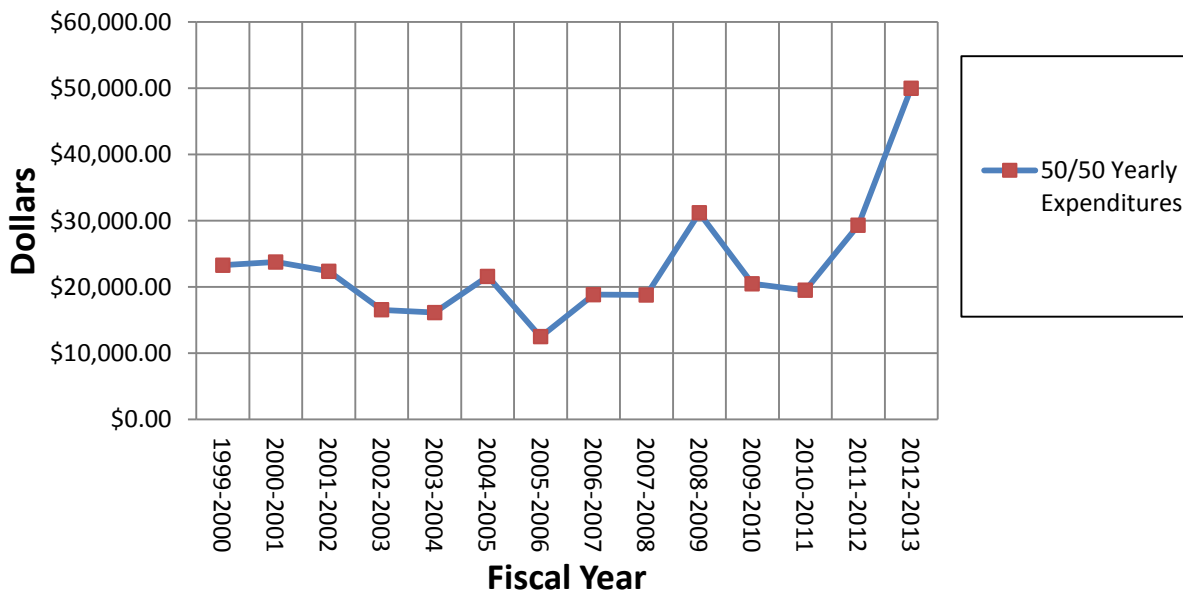
**Figure 28** shows the participation rate for the 50/50 program from Fiscal Years 2006-2007 to 2012-2013.

**Figure 28: 50/50 Sidewalk Program Participation 7-Year History**

Fiscal Year	Number of Letters for 50/50 Requests	Number of 50/50 participants	% of 50/50 Program Participation
2012-2013	84	74	84%
2011-2012	52	24	46%
2010-2011	47	27	57%
2009-2010	50	22	44%
2008-2009	52	14	27%
2007-2008	58	12	21%
2006-2007	42	24	57%

**Figure 29** shows how much the City of Bloomington spent yearly for the 50/50 Sidewalk program from Fiscal Years 1999-2000 to 2012-2013. Historically, the City has not spent the entire \$100,000 allotted (\$50,000 in City money matched by \$50,000 in money from property owners). However, the City used its entire 50/50 budget in FY 2013 and FY14 and expects to do so again in FY 2014-15. Public Works staff and management believe the difference is that the City publicizes the program more effectively, through web site material, a brochure and a utility bill insert. It expects continued or increased interest. Therefore, the Master Plan recommends increasing the program by \$5,000 annually for the duration of the Ten-Year Action Plan to accommodate demand and to account for inflation.

**Figure 29: City Yearly Expenditures for the 50/50 Sidewalk Program**





## 6.12 Grant Funding

Grant funding should be pursued by the City of Bloomington but limited funds are available.

A federal transportation program enacted in 2012 provides some funding for sidewalks, although the program is temporary. It is called Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21). MAP-21 replaces the Safe, Accountable, Flexible, and Efficient Transportation Equity Act: A Legacy for Users Act of 2005 (SAFETEA-LU). MAP-21 lists sidewalk work under two different funding programs:

- **Transportation Alternatives Program:** This program is for the construction, planning and design of non-motorized forms of transportation and includes money for sidewalks, pedestrian signals, safety-related infrastructure and other transportation projects to achieve ADA compliance.
- **Surface Transportation Program (STP):** STP pays for modifications of public sidewalks to make them ADA compliant. The STP funds are distributed to municipalities with populations over 5,000.

MAP-21 was set to expire in 2014 and future availability of federal funds for sidewalks remains uncertain.

- **Safe Routes to School (SRTS):** SRTS falls under MAP-21. SRTS provides 80 percent federal funding of a project. Awards and allocation in Illinois are handled by the Illinois Department of Transportation. For 2014-15, Bloomington received a \$160,000 SRTS grant, with a \$40,000 City match, to provide a 4,180-foot long, 10-foot-wide, ADA-compliant pedestrian and bike path. The Benjamin School Trail will provide connectivity within The Grove on Kickapoo Creek subdivision and deliver students to and from Benjamin Elementary School. The Trail will parallel Ireland Grove Road, which has rural construction, a 45 mph speed limit and is not appropriate



for sidewalks because of its character. The City should apply for SRTS money for other school-related sidewalk projects if the SRTS program is extended.

### **6.13 Citizens Replacing Sidewalk on Their Own**

Residents can either choose to work with the City on sidewalks through the 50/50 Sidewalk Program or choose to have sidewalks replaced outside the City sidewalk program. However, the City discourages residents from replacing sidewalks on their own because the City does not inspect their construction to ensure the quality of work, and the work must be compliant with state and local city's codes and ADA requirements.

Citizens who choose to use a contractor not selected through the public bidding process must use a bonded/license sidewalk contractor approved by the City. Prior to any work, they must obtain a permit from the City. Also, residents who choose to work outside of the 50/50 Sidewalk Program are responsible for 100 percent of the cost of the sidewalk.



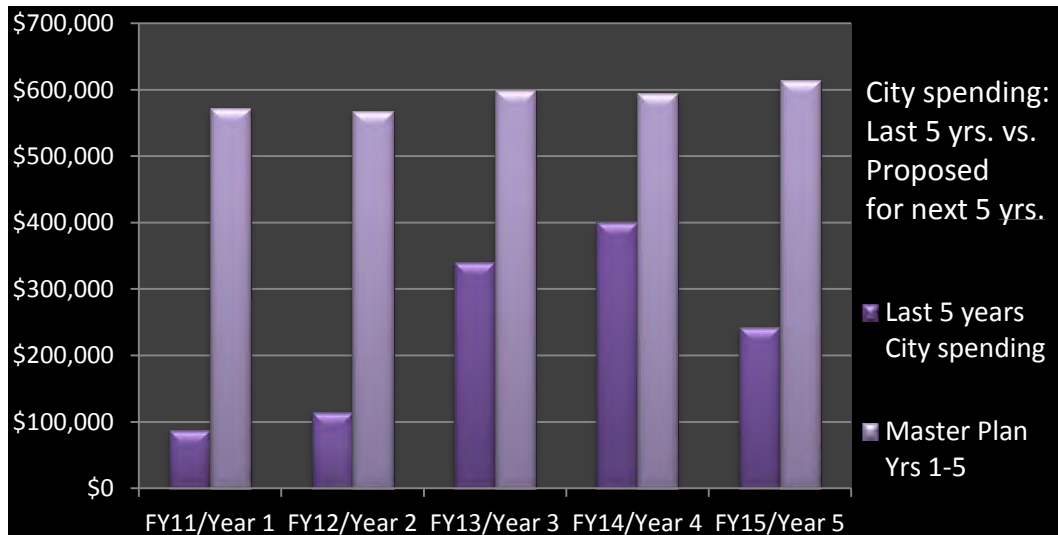
**10-YEAR TOTAL:  
Expenditures: \$6,328,646  
Revenue: \$612,500**

## 7.0 TEN-YEAR ACTION PLAN

The Sidewalk Master Plan proposes a realistic approach to put every Bloomington sidewalk into respectable shape within 10 years while also making major inroads toward full ADA compliance in regard to sidewalk segments and sidewalk ramps. All sidewalks with ratings of 1, 2, 3 and 4 would be upgraded. Some gaps in the sidewalk system will be connected with new sidewalks. Sidewalks will essentially meet Vision 2025 goals by the Year 2025.

The plan requires an increased funding priority from the City Council and it needs consistent funding. While the total dollars are not overwhelming given the scope of the City budget, the amounts do mark a steep increase in sidewalk funding compared to previous funding levels. Another way to look at it is that current funding levels do not meet clearly identified need. The accompanying chart compares the amounts allocated to sidewalks by the City over the past five years, ending in FY 2015, compared to the estimated amounts for the first five years of spending under the Sidewalk Master Plan.

On average, the City spent \$236,840 annually on sidewalks panel construction from FY 2010 to FY 2015. The Master Plan



calls for spending on average \$589,474 annually in the first five years of plan enactment. Neither amount includes sidewalk ramps.

In 2014 dollars, the Master Plan shows \$5.5 million of work. Spread over 10 years and assuming 3 percent annual inflation, the cost is \$6.3 million; 9.7 percent of that amount is paid by property owner contributions to the 50/50 program. The Plan asks the City to fund the rest through the General Fund. It encourages the City to seek grants, but it assumes no money from grants will be received or that the City's will choose to spend federal Community Development Block Grant money on sidewalks.

A review of the goals of the Master Plan demonstrates that goals are basic: Provide serviceable sidewalks for all residents.

## 7.1 Basic Elements of the Action Plan

**PASER Rating and Service Level:** The Ten-Year Action Plan brings Bloomington sidewalks to a minimum rating of 5 (Fair +), indicating all sidewalks will be at least acceptable (and most will be better than that). It would be preferable to bring the minimum rating to 7 (Good+) or 6 (Good-). The lower goal of 5, however, is more realistic. It is compatible with the City's Strategic Goal of "Financially Sound City Providing Quality Basic Services" at a time when the City addresses needs of the street and sewer systems and needs in other areas, such as pensions and public safety.

**Sidewalk Connectivity:** Key gaps in City sidewalk connectivity are identified and prioritized. While not a high priority in most cases, extending sidewalks along these gaps meets Vision 2025. Some of the gaps are small missing pieces that can be constructed in conjunction with resurfacing projects. Others, however, are more extensive projects. Keeping in mind budget realities, the Plan makes no attempt to fill every sidewalk connectivity gap in Bloomington. The Plan emphasizes fixing existing sidewalks.

**Ramp Construction:** Many sidewalks now have serviceable ramps connecting them to intersections, but most of these ramps do not comply with the specifications of the Americans with Disabilities Act. The most realistic way to achieve the goal of ADA ramp compliance already is being undertaken. That is, the Block By Block strategy of upgrading ramps when adjacent streets are being repaved or reconstructed. In addition, some ramps are being upgraded when a need becomes known. The needs of specific persons with disabilities would be an example of pressing need. The process of ADA compliance has been and should continue to be gradual because of the enormous costs involved but helping specific people with specific needs is priority.

**Block By Block Sidewalk Upgrades:** Ramps already have been improved under the Block by Block strategy (explained in Section 2.2). For the 2014-15 Fiscal Year, sidewalks rated as 1, 2 or 3 also were repaired or replaced under Block By Block if they were adjacent to streets being resurfaced. In future years, the City should continue to fund robust street repair, and it should improve sidewalks with 1, 2 and 3 ratings along streets being resurfaced. It already must fix ramps on these routes. When selecting which poor-quality sidewalks to fix first, Public Works should use its list of upcoming road resurfacing projects as a primary guide.

**50/50 Funding:** The 50/50 program produces \$100,000 in work for \$50,000 of City money and should be gradually expanding, providing \$1.2 million of work during the life of the Action Plan. The program is the City's best way to economically fix sidewalks that do not rate at 1, 2 or 3. Almost all sidewalks under the 50/50 program rate as 4 and 5 prior to the work. Fixing them now, with citizen financial participation, keeps them from deteriorating into "poor" sidewalks.

**Report-based Funding:** The City should respond promptly when a person makes a valid report of hazardous or problematic conditions on a sidewalk. Doing so reduces City liability risk while meeting goals of outstanding public service and responsiveness. At times, the complaint- or report-based problem affects a person with a disability, making it the highest priority for repair. Report-based problems represent unplanned repairs, but the City should budget for them because they arise every year. This line item, responding to urgent and unforeseen, arguably is the most important line item in the Master Plan. The Action Plan sets aside \$75,000 in Year 1 and raises the amount 3 percent to absorb inflating construction costs. Report-based repairs include sidewalk upgrades and installation of ADA-complaint ramps.

Legal opinion on report-based responses: Jeffrey R. Jurgens, Bloomington Corporation Counsel, reviewed implications of delays in making repairs. In an August 25, 2014 Council memo, he wrote the following:

*Under past court rulings, an argument can be made that a municipality is liable for injuries resulting from a defective public sidewalk if the injured person was a permitted and intended user, the defect was not de minimis and/or open and obvious, and the municipality had actual or constructive notice of the defect. This follows the general principle that a municipality is not considered to be an insurer against all accidents occurring on public way, but a municipality is required to maintain its streets and sidewalks in a reasonably safe condition for the amount and kind of travel which may be fairly expected upon them. Unfortunately, there is no bright line test to determine whether a sidewalk defect is de minimis or too minor to be actionable, so caution is advised. As an example, past court rulings suggest that deviations in adjoining slabs of more than two inches are likely to be considered an unreasonable tripping hazard and therefore potentially actionable.*

**Developer Construction:** Sidewalks in new residential and commercial subdivisions must be provided by the project developer. The City Administration and the City Council should review its practice of allowing pieces of the sidewalk in these subdivisions to remain unbuilt for years while the subdivision gradually builds out.

## 7.2 Updated Inventory After 2014-15 Construction

The 2014-2015 fiscal year was atypical in Public Works funding because of the City Council decision to issue \$10 million in bonds to be used primarily for streets. Other issues, such as pensions, produced a tight budget. Consequently, the City did not budget for sidewalk capital funding beyond the \$100,000 50/50 program. However, under Block By Block, substandard sidewalks along resurfacing routes were fixed with bond revenue. The bond money produced \$900,000 million of sidewalk work. About \$750,000 went to ramps in compliance with ADA regulations, while \$150,000 went to substandard sidewalk segments rated as 1, 2 or 3. A mid-year budget amendment devoted another \$100,000 to sidewalks for report-based sidewalk segment and ramp problems. The construction year produced the following sidewalk segment improvements, plus installation of 630 ADA-compliant ramps.

**Figure 30: 2014 Construction Year 'Bond' Work**

Rated as 1 Failed	6,305 square feet	0.2 miles
Rated as 2 Very Poor	14,940 square feet	0.6 miles
Rated as 3 Poor	25,235 square feet	1 mile

After the 2014-15 construction work, Public Works data shows the following amounts of sidewalks rated as 1, 2, 3 and 4 remain.

**Figure 31: Ratings, Miles and Costs after 2014-15 Bond Construction**

Rating	Square Feet	Cost in 2014 dollars
1 Failed	34,380	\$241,319
2 Very Poor	81,070	\$569,516
3 Poor	165,054	\$1,159,504
4 Fair -	227,116	\$1,595,489
	<b>TOTAL</b>	<b>\$3,565,828</b>

## 7.3 Action Plan Objective I: Continued Progress on Ramps

As detailed in Section 3.6, the City will continue to make rapid progress on ramps because of the City Council's commitment to street repair. Ramp repair must accompany street resurfacing and reconstruction. This is the primary vehicle through which new ramps are installed and existing ramps are upgraded. The plan recommends continued funding through the resurfacing budget. The Public Works Department calculated unmet need as follows after the 2014 construction season:

<b>Making Ramps ADA-Compliant</b>	
\$5,880,000	Fixing 4,900 existing ramps
\$1,560,000	Installing 1,300 new ramps
<b>\$7,440,000</b>	<b>Total (in 2014 dollars)</b>

Should the City work ahead and fix its ramps prior to street resurfacing, many of those ramps will have to be fixed again once resurfacing occurs because street resurfacing results in a change to the street-sidewalk interface. The ramp may fall out of ADA compliance after resurfacing. Given the City's financial position, it can ill afford to fix the same ramps twice.

#### **7.4 Action Plan Objective II: Repair/Replace All Sidewalks with a Rating of 1, 2 and 3**

The first objective entails upgrading all poor, very poor and failed sidewalks -- rated as a 3, 2, and 1, respectively. Phase I will cost \$1.97 million in 2014 dollars. Spread out over five-plus years, adjusting for 3 percent annual inflation, the cost will be approximately \$2.1 million. After that time, the City will have no sidewalks with a rating below 4.

#### **7.5 Objective III: Repair/Replace All Sidewalks with a Rating of 4**

Continuing with steady, annual progress, the objective will be met by the end of Year 10 at an inflation-adjusted cost of \$2 million.

#### **7.6 Objective IV: Construct Sidewalk Along Priority I Connectivity Gaps**

The Plan identifies three key gaps in sidewalk connectivity: The Oakland School Gap, North State Street by Bloomington High School and South Center Street stretching from South Hill nearly to Veterans Parkway along Highland Golf Course. The Action Plan recommends completing one of these gaps per year during the first three years.

The Oakland School Gap is top priority. It involves areas along a designated school walking route, and the pedestrians are elementary school students. It is placed in Year 1. The City should apply for Safe Routes To School (SRTS) funding through the Illinois Department of Transportation.

North State Street is the second priority. While it is not on a school route, Bloomington High School students use it daily and have been seen walking in the street. It is budgeted in Year 2.

In Year 3, the City should complete the South Center sidewalk. The well-worn grass path though this congested area of Bloomington demonstrates need for sidewalk at the location.

#### **7.7 Objective V: Address Priority II Connectivity Gaps**

Public Works staff identified eight of these Priority II connectivity gaps and assumes additional need to address small gaps will arise. The budget for these gaps begins in Year 4 at \$8,000 and rises by \$500 per year in all subsequent years.

#### **7.8 Objective VI: Address Priority III Connectivity Gaps**

Priority III gaps are important but comparatively expensive projects. The Sidewalk Master Plan places one project, the Rowe Avenue crossing to Ewing II Park, in Year 4 and the other two in the final years.

#### **7.9 Objective VII: Increase Funding of 50/50 Sidewalk Program by \$5,000 Annually**

The City pays \$50,000 for \$100,000 of sidewalk work. Overwhelmingly, this work is done on sidewalks rated as 4 and 5. Therefore, the 50/50 program will eliminate some 4s and it will delay some 5s from deteriorating into 4s.

**7.10 Objective VIII: Designate Money Annually for Report-based Work**

The City must be able to respond quickly to valid, citizen-reported sidewalk hazards. Doing otherwise goes against the value of responsiveness to the citizenry and opens the City to liability for injuries created by the hazards.



**Service Level and Spot Repairs**

Spot repairs leave an uneven appearance along sidewalks, as demonstrated by this example on West Elm Street. However, economic realities dictate that spot repairs are enacted and that abutting sidewalk be left intact. The new pavement will fade into a similar color as the rest of the sidewalk.



7.11 The Master Plan Budget

Figure 32: Action Plan Budget Years 1-5

Expenditures					
	Year 1	Year 2	Year 3	Year 4	Year 5
Sidewalks rated 1, 2, 3	356,583	367,280	378,298	389,647	401,336
Sidewalks rated 4	0	0	0	0	0
Sidewalk Connectivity (Gaps)	40,000	18,540	31,000	28,000	8,500
50/50 Program	100,000	105,000	110,000	115,000	120,000
Report-driven repairs	75,000	77,250	79,568	81,955	84,414
<b>TOTAL</b>	<b>571,583</b>	<b>568,070</b>	<b>598,866</b>	<b>610,602</b>	<b>614,250</b>
Revenue					
50/50 contribution	50,000	52,500	55,000	57,500	58,000

**Years 1-5 Recap:** Most sidewalks rated as Poor, Very Poor and Failed are fixed. Four key connectivity gaps are addressed, and the City starts addressing small, Priority II connectivity gaps and creates a Ewing Park crossing at Rowe Drive (RRFB). The 50/50 Program continues. Report-driven and emergency repairs are addressed.



**Transformation**

Changing a stretch of sidewalk from a 1 rating to a 10 makes a dramatic difference, as seen on Bunn Street at MacArthur Avenue.

**Figure 33: Action Plan Budget Year 6**

<b>Expenditures</b>	
	<b>Year 6</b>
<b>Sidewalks rated 1, 2, 3</b>	217,270
<b>Sidewalks rated 4</b>	196,186
<b>Sidewalk Connectivity (Gaps)</b>	9,000
<b>50/50 Program</b>	125,000
<b>Report-driven repairs</b>	86,946
<b>TOTAL</b>	<b>634,402</b>
<b>Revenue</b>	
<b>50/50 contribution</b>	<b>62,500</b>

**Year 6 Recap:** The 1s, 2s and 3s now are completely eliminated. The emphasis shifts to 4s. Priority II connectivity gaps are being addressed. The 50/50 Program continues. Report-driven and emergency repairs are addressed.



**The 4s: Fair-minus**

- Still usable by most.
- Not easily navigated by runners, strollers and wheelchairs.
- Less than 50% of the parcel has severe spalling.
- Less than 50% of the sidewalk has moderate cracking.
- Minimal vertical displacement is under 25% of the parcel.

**Figure 34: Action Plan Budget, Years 7-10**

<b>Expenditures</b>				
	<b>Year 7</b>	<b>Year 8</b>	<b>Year 9</b>	<b>Year 10</b>
<b>Sidewalks rated 1, 2, 3</b>	0	0	0	0
<b>Sidewalks rated 4</b>	425,777	438,550	451,707	465,258
<b>Sidewalk Connectivity (Gaps)</b>	9,500	10,000	30,500	76,000
<b>50/50 Program</b>	130,000	135,000	140,000	145,000
<b>Report-driven repairs</b>	89,554	92,241	95,008	97,858
<b>TOTAL</b>	<b>654,831</b>	<b>675,791</b>	<b>717,215</b>	<b>784,116</b>
<b>Revenue</b>				
<b>50/50 contribution</b>	<b>65,000</b>	<b>67,500</b>	<b>70,000</b>	<b>72,500</b>

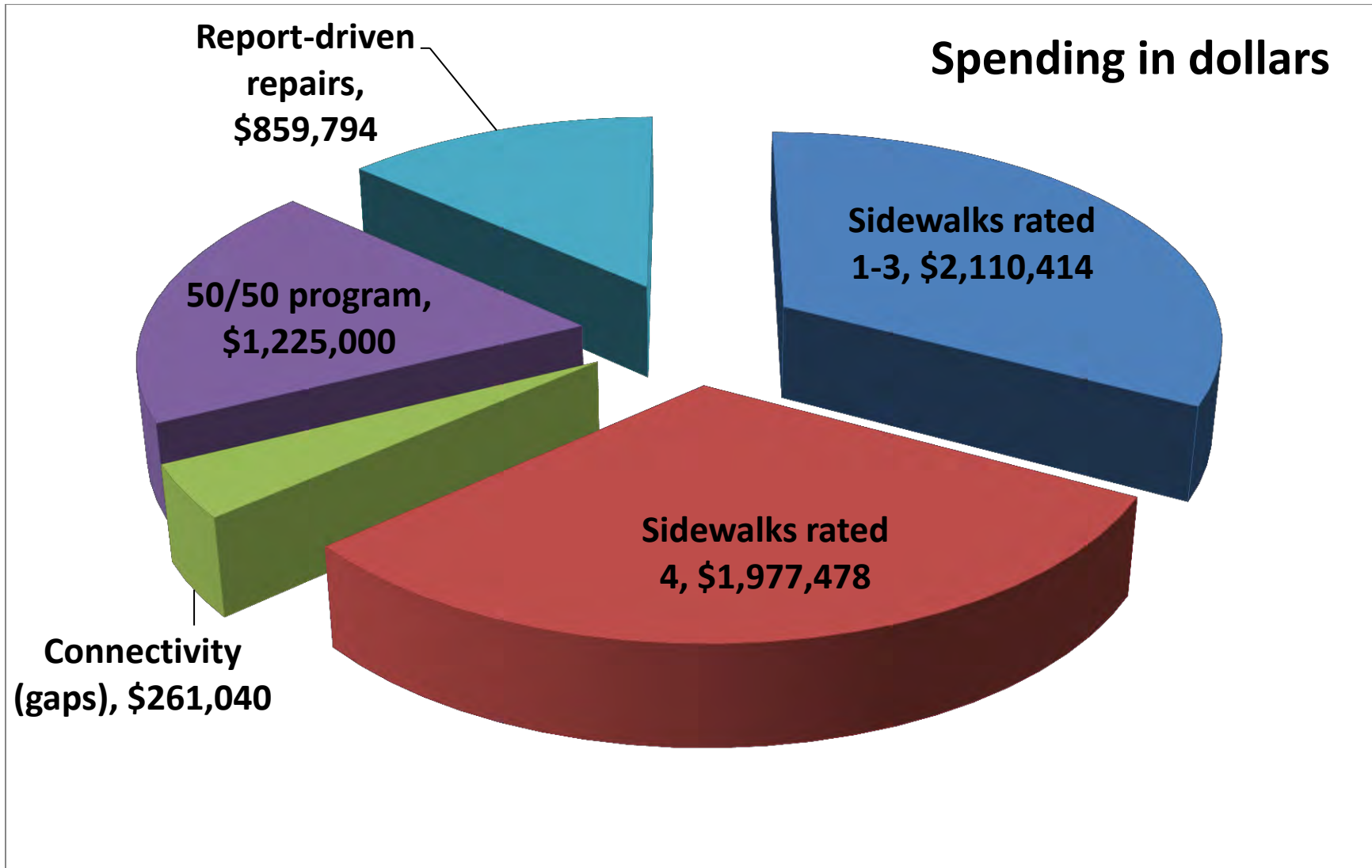
**Year 7-10 Recap:** All 4s are eliminated. Priority II and two remaining Priority III connectivity gaps are addressed. The 50/50 Program continues. Report-driven and emergency repairs are addressed.

**Figure 35: Ten-Year Budget**

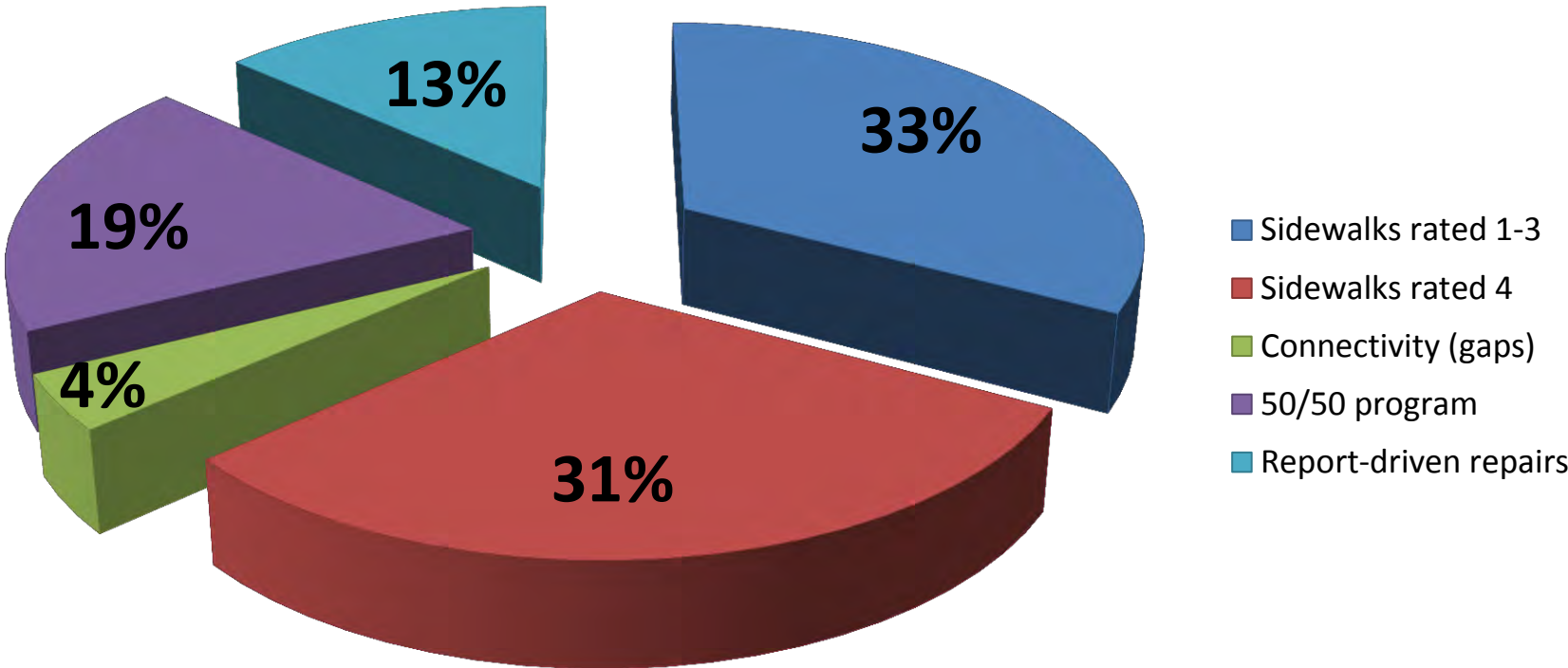
**Ten-Year Action Plan, Bloomington Sidewalk Master Plan**

<b>Expenditures</b>										
	<b>Yr. 1</b>	<b>Yr. 2</b>	<b>Yr. 3</b>	<b>Yr. 4</b>	<b>Yr. 5</b>	<b>Yr. 6</b>	<b>Yr. 7</b>	<b>Yr. 8</b>	<b>Yr. 9</b>	<b>Yr. 10</b>
<b>*Sidewalks rated 1-3</b>	356,583	367,280	378,298	389,647	401,336	217,270	0	0	0	0
<b>*Sidewalks rated 4</b>	0	0	0	0	0	196,186	425,777	438,550	451,707	465,258
<b>Connectivity (Gaps)</b>	40,000	18,540	31,000	28,000	8,500	9,000	9,500	10,000	30,500	76,000
<b>50/50 Program</b>	100,000	105,000	110,000	115,000	120,000	125,000	130,000	135,000	140,000	145,000
<b>*Report-driven repairs</b>	75,000	77,250	79,568	81,955	84,414	86,946	89,554	92,241	95,008	97,858
<b>TOTAL</b>	<b>571,583</b>	<b>568,070</b>	<b>598,866</b>	<b>614,602</b>	<b>614,250</b>	<b>634,402</b>	<b>654,831</b>	<b>675,791</b>	<b>717,215</b>	<b>784,116</b>
<b>10-Year Spending Total: \$6,433,726</b>										
<b>Revenue</b>										
<b>50/50 Resident Contributions</b>	<b>50,000</b>	<b>52,500</b>	<b>55,000</b>	<b>57,500</b>	<b>60,000</b>	<b>62,500</b>	<b>65,000</b>	<b>67,500</b>	<b>70,000</b>	<b>72,500</b>
<b>10-Year Revenue Total: \$612,500</b>										

*\*Factors in 3 percent annual inflation*



# Spending by percentage



## 7.12 Consequences of Underfunding

The consequences of underfunding the Sidewalk Master Plan are fairly clear. Obviously, some work will not be undertaken. The work that will be completed first breaks down as follows:

- ADA sidewalk ramps: It is required by law that the City brings ramps into ADA compliance when resurfacing occurs on adjacent streets.
- Need of person with disability. The City has a moral and legal duty to accommodate persons with disabilities who use City sidewalks.
- Report-driven repairs. Once reports are received, the City is on notice. Inaction harms credibility and increases liability.

Work most likely to be delayed:

- Correction of sidewalks rated as 4, 3, 2 and 1. These are sidewalks that already have suffered neglect.
- Gaps in sidewalk connectivity.

## 7.13 If More Funds Become Available

As the Sidewalk Master Plan was being revised, the City also undertook a Bicycle Master Plan. The City's consultant, the League of Illinois Bicyclists, noted that sidewalks are a crucial component of bicycle routing. In drafts of the Bloomington Bicycle Master Plan, the casual adult cyclist was identified as the target constituency for bike routing but the drafts stated that needs of advanced cyclists, novices and children also were being met. Children generally do not use on-road bicycle paths; they ride on the sidewalk. Therefore, sidewalk should exist or be built along bicycle routes.

Numerous preferred routes in the Bicycle Master Plan include stretches of Bloomington that have no sidewalks. The illustration at right shows one of many.

The drafting of the Bicycle Plan does not negate the top priorities of the Sidewalks Master Plan: Fix existing substandard sidewalks and bring existing sidewalks into ADA compliance. Rather, it highlights need for more connectivity gap projects, *if additional funding becomes available*.



Cottage Avenue along White Oak Park

## 7.14 Following Up

If the Master Plan is followed as recommended, sidewalk spending for existing sidewalks should vastly decrease after enactment of the Ten-Year Action Plan. The City should then take steps to ensure its existing sidewalks remain in good shape. The best methods to do so are to

continue responding to complaints and observations of specific sidewalk problems – report-driven repairs -- and inspect all sidewalks periodically. The Master Plan recommends the following actions:

- Inspect and re-rate every sidewalk within a 10-year cycle. Technicians, interns and engineers conducting the inspections should take particular care in viewing sidewalks rated as 5 and 6.
- Repair or replace sidewalk panels for sidewalks in which ratings drop to 4 or less.
- Continue funding the 50-50 program.
- Continue budgeting for report-based issues to enable Public Works responds promptly to reported problems and complaints.
- Continue gradual upgrades of sidewalk ramps through the Block By Block system and through report-driven repairs.

**ADA Transition Plan:** The right-of-way portion of the ADA Transition Plan should be updated every 10 years.

**Addressing other gaps:** Post-plan spending also should be used to fill connectivity gaps throughout the sidewalk system that are not addressed in the Sidewalk Master Plan. There are numerous areas in in which smaller and larger stretches of road lack sidewalks. Need and desirability of the sidewalks should be evaluated case by case. Resident wishes should be taken into account, especially in long-established neighborhoods in which an added sidewalk in the right-of-way would constitute, in the residents’ perceptions, an incursion into their “yards.”

The City may wish to address another need: Sidewalks along long stretches of roads, such as Ireland Grove Road, in which sidewalks were never built. In addressing these connectivity gaps, plans for bicycle routes should add priority to a project..





**Department of Public Works  
Sidewalk Master Plan**

**APPENDIX**

A-1	Glossary
A-2	Curb Ramps Evaluation Form
A-3	School Walking Routes
A-4	Hold Harmless Agreement
A-5	Tree Planting and Removal Permits
A-6	Current City Codes



## A-1: Glossary



**50/50 sidewalk program:** A program in which property owners request and pay half the cost of sidewalk replacement ahead of the City's timetable for replacing a given stretch of sidewalk. The City pays the other half.

**Americans with Disabilities Act (ADA):** Federal civil rights legislation signed in 1990 to extend protection, including public access, to people with disabilities.

**ADA Transition Plan:** A required evaluation for compliance with accessibility guidelines set forth by state and federal governments.

**Block By Block:** A strategy to address multiple infrastructure needs in a given area as a single project or a series of staged projects.

**Capital Sidewalk Program:** A program that is funded 100 percent by City funds to provide repairs and replacement of public sidewalks.

**Carriage walk:** A concrete pathway which connects a sidewalk and a curb, usually running perpendicular to the two.

**Clear space:** The minimum space required to accommodate a single, stationary wheelchair.

**Community Development Block Grant (CDBG):** A program created under the Housing and Community Development Act of 1974. It provides grant funds to local and state governments to develop viable urban communities by providing housing and other items including infrastructure to low- and moderate-income residents.

**Community Development Block Grant-Revitalization:** A one-time grant program that offered federal stimulus money to municipalities. The intent was to invest in economic development, housing, infrastructure and other public facilities activities that would quickly spur further economic investment, increased energy efficiency and job creation or retention.

**Connectivity:** The ability to make and maintain a connection in the City sidewalk system without missing links or gaps.

**Cracking:** The separation of sidewalk pavement caused by breakage in the concrete.

**Cross slope:** The degree of inclination measured transversely across pavements rather than longitudinally in the direction traffic moves on the pavement.

**Curb:** A concrete border or row of joined stones forming part of a gutter along the edge of a street.

**Curb ramp:** A combined ramp and landing to accomplish a change of level to enable transition from a sidewalk to a street.

**Detectable warning:** A standardized surface feature built into or applied onto walking surfaces or other elements to warn visually impaired people of pending transition from sidewalk to street.

**Driveway:** A private access way for motor vehicles between a public or private street and off-street parking areas.

**Driveway approach or apron:** A portion of the driveway extending from the gutter flow line of the street to the sidewalk section.

**Grinding:** A repair technique to fix sidewalks by grinding down the concrete to reduce the elevation difference between adjacent sidewalk panels.

**High Pedestrian Activities Generators:** Areas within municipalities that will produce a higher volume of pedestrian traffic.

**Hooking the sidewalk:** The cutting of a semi-circular portion of a sidewalk panel in order for the sidewalk to wrap around a tree.

**HUD:** An acronym for United States Department of Housing and Urban Development.

**MAP-21:** An acronym for Moving Ahead for Progress in the 21st Century Act. The act was signed into law by on July 6, 2012. MAP-21 is a federal transportation funding and policy bill that updates and replaces the Safe, Accountable, Flexible, and Efficient Transportation Equity Act: A Legacy for Users Act of 2005 (SAFETEA-LU).

**Mud jacking:** A repair technique to fix sidewalks by injecting a concrete/slurry mix into core drill hole to lift a sidewalk panel.

**Parkway:** A strip of ground that is between the curb and sidewalk. Parkways are considered to be in the public right-of-way.

**PASER:** An acronym for Pavement Surface Evaluation and Rating system. It is a system for visually rating the surface condition of a pavement from a scale of 1 to 10, with 1 being a pavement in a failed condition and 10 being a pavement in excellent condition.

**Portland Cement Concrete (PCC):** A standard mixture used on most sidewalks.

**PROWAG:** An acronym for Public Right-of-Way Accessibility guidelines. These guidelines were created by the United States Access Board.

**Rebar reinforced concrete:** Construction material made more solid by placing cylindrical strips of steel into the concrete while it is being poured.

**Report-based funding:** Money budgeted to respond to complaints of hazardous sidewalk conditions.

**Right-of-Way:** A strip of land dedicated to or used by the public for vehicular and/or pedestrian passage; storm, surface or ground water drainage; or public utility placement.

**Root barrier:** A material installed between newly planted trees and infrastructure to prevent roots from affecting infrastructure.

**Root cutting:** A technique of root removal designed to keep tree roots from disrupting infrastructure.

**Saw cutting:** A technique to remove a wedge of a sidewalk panel so that it lines up more evenly with the adjacent sidewalk panel.

**School walking routes:** Routes designated by the City of Bloomington and school officials to produce safe walking for students.

**Sidewalk:** A portion of a right-of-way principally used by or intended for pedestrian passage.

**Sidewalk panel:** The individual section of concrete sidewalk that is divided by a joint or cut.

**Sidewalk parcel:** The sidewalk along a tract or plot of land.

**Sloping:** The change in the angle of a sidewalk panels.

**Slum/Blighted area:** A term used by United States Department of Housing and Urban Development to define a specific area in a municipality. To be eligible, the specific area must meet certain guidelines set by HUD.

**Spalling/scaling:** The flaking away of the hardening concrete and brick.

**Ten-Year Action Plan:** The budget set out in the Sidewalk Master Plan to achieve the Master Plan's objectives.

**Trip hazards:** Any vertical change of 1/4 inch or more at a sidewalk panel joint or crack.

**Vertical displacement:** The shifting in the land causing an unevenness of pavement between sidewalk panels.

**Walkability:** A measurement of how friendly an area is to walking.

## A-2: Curb Ramps Evaluation Form





## Curb Ramps Survey

Intersection \_\_\_\_\_  
 And \_\_\_\_\_  
 Date \_\_\_\_\_  
 By \_\_\_\_\_

### Transition Plan Priority System Use-related Needs

	Presence of disabled population/ special request	High pedestrian volume	Near public buildings and businesses	
<b>Conditions</b>	No ramps or no detectable warnings	<b>A - 1</b>	<b>B - 1</b>	<b>C - 1</b>
	Ramps at streets undergoing resurfacing or reconstruction	<b>A-2</b>	<b>B-2</b>	<b>C-2</b>
	Ramps deemed below safety threshold	<b>A - 3</b>	<b>B - 3</b>	<b>C - 3</b>
	Safe, but non-ADA compliant	<b>A - 4</b>	<b>B - 4</b>	<b>C - 4</b>
	Ramps are ADA compliant	<b>A - 5</b>	<b>B - 5</b>	<b>C - 5</b>

- Quadrants rated A1, B1, A2, B-2, C-2, A-3 and B3 are the highest priorities. The second row contains high rating because failure to address ramps at a street undergoing resurfacing constitutes an ADA violation. Color coded red.
- Quadrants rated A-4, B-4, C-1, and C-3 are medium priorities. Color coded orange.
- Quadrants C-4 is a low priority. Safe but non-compliant ramps should wait unless they are adjacent to a street that is being resurfaced. Color coded yellow.
- Ramps are in good condition and ADA-compliant. Color coded green.

NE corner

NW corner

SE corner

SW corner

Slope 1) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Slope 2) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Detectable Warnings: 1. Y N 2. Y N

1. Y N 2. Y N

1. Y N 2. Y N

1. Y N 2. Y N

Ratings: 1. \_\_\_\_ 2. \_\_\_\_

1. \_\_\_\_ 2. \_\_\_\_

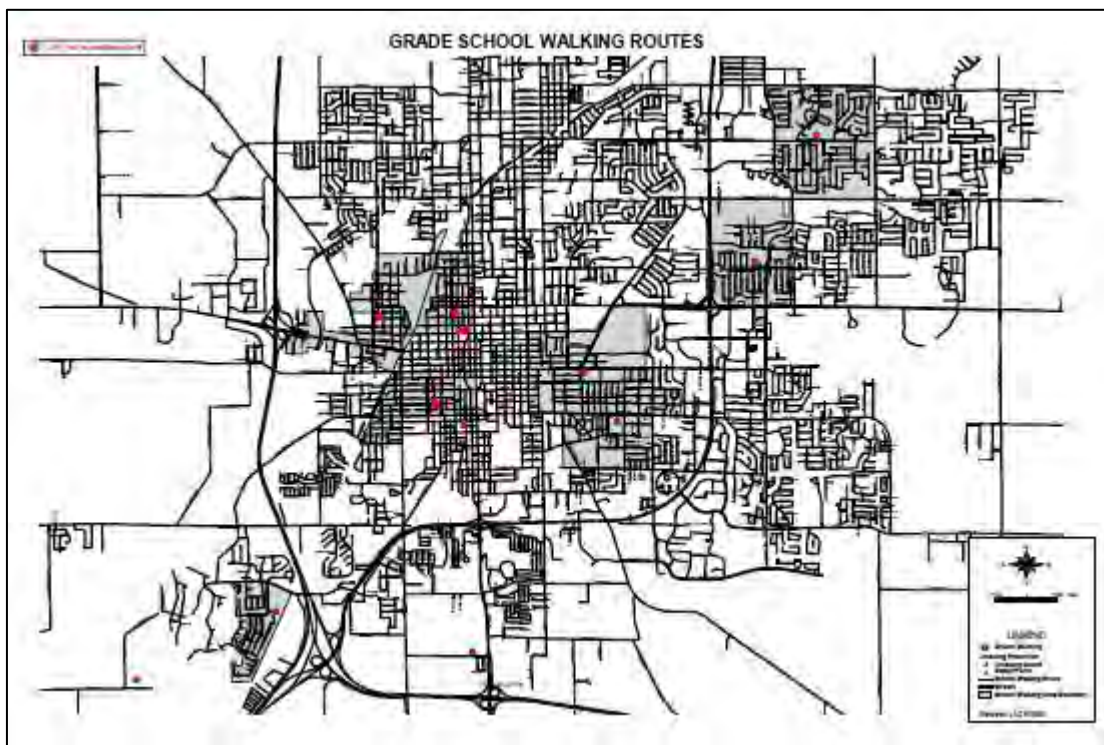
1. \_\_\_\_ 2. \_\_\_\_

1. \_\_\_\_ 2. \_\_\_\_





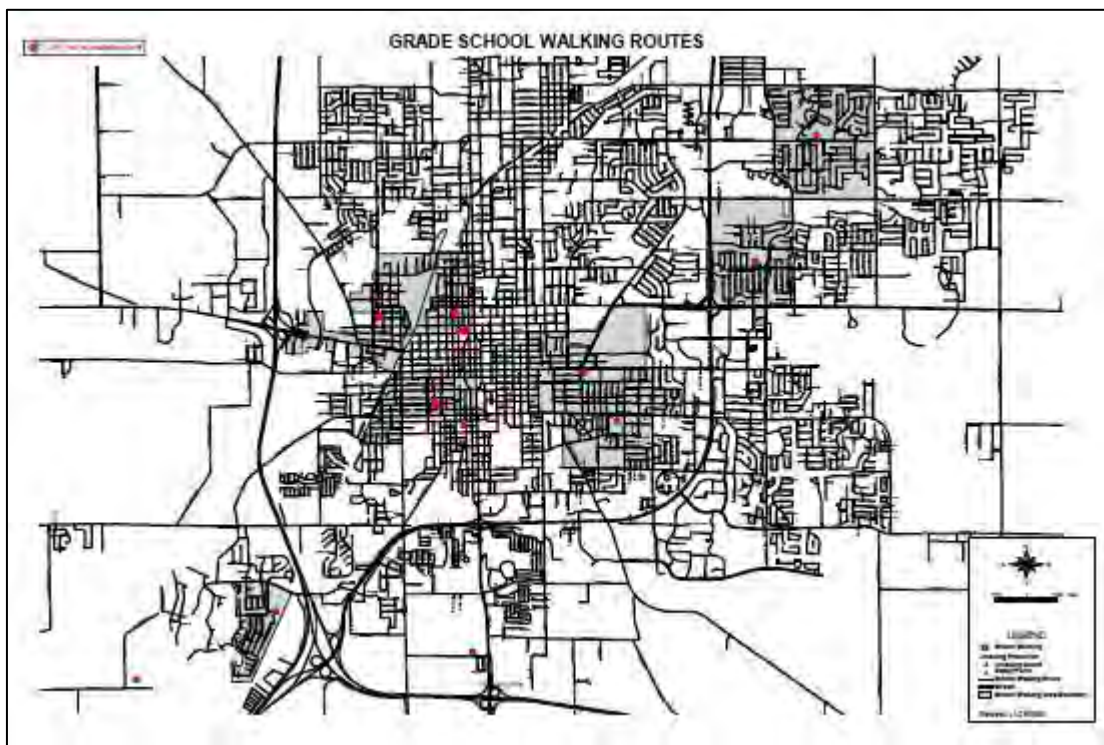
## A-3: School Walking Routes



- School Walking Route Boundaries
- Bent School Walking Route Plan
- Irving School Walking Route Plan
- North Pointe School Walking Route Plan
- Oakland School Walking Route Plan
- Pepper Ridge School Walking Route Plan
- Sheridan School Walking Route Plan
- Stevenson School Walking Route Plan
- Washington School Walking Route Plan
- Bloomington High School & Junior High School Walking Route Plan

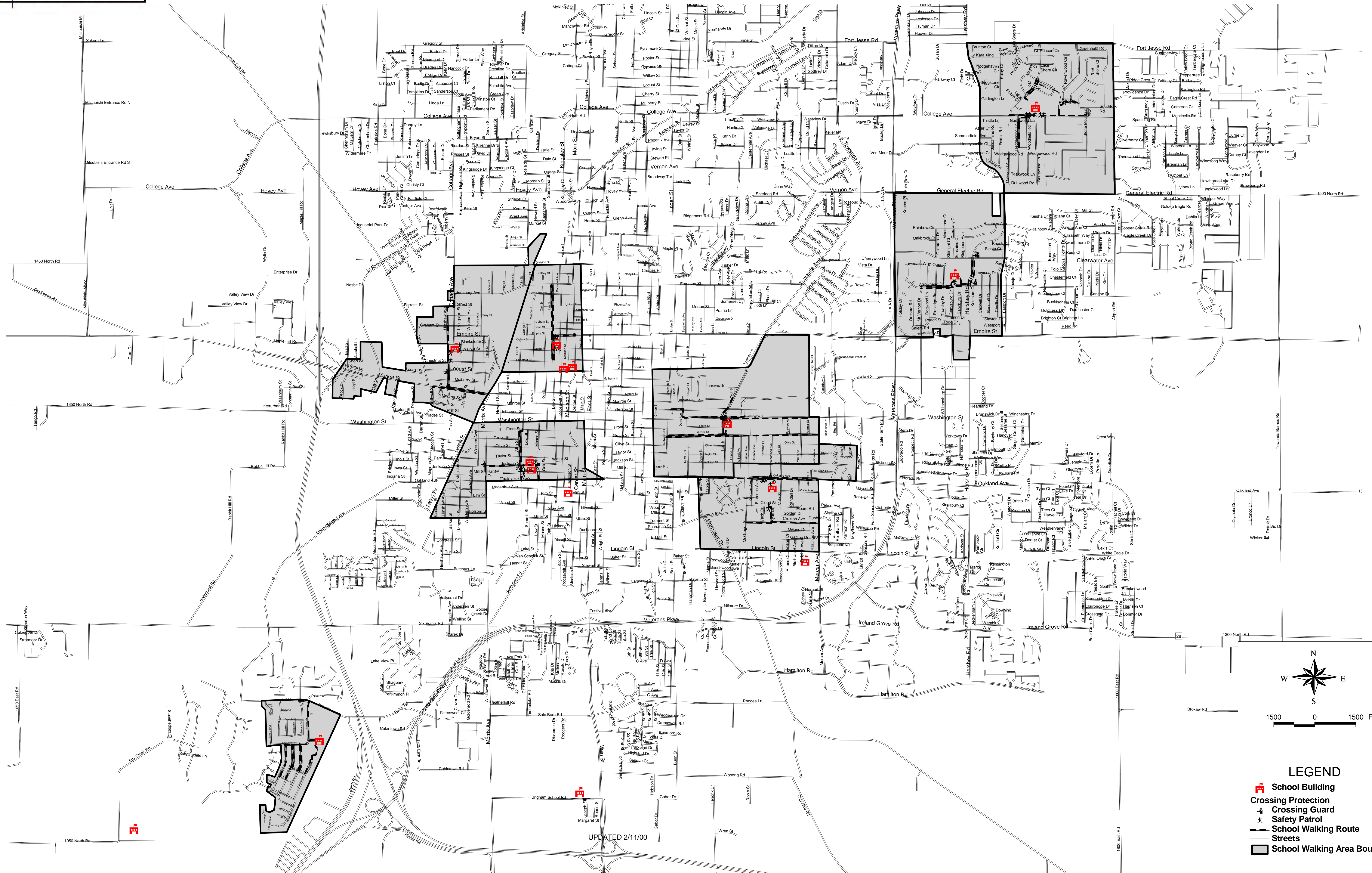


## A-3: School Walking Routes

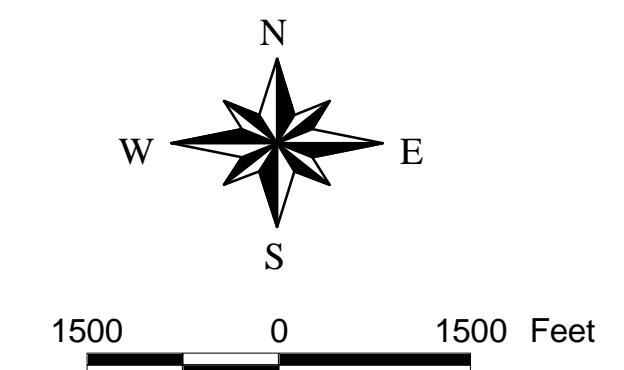









- School Walking Route Boundaries
- Bent School Walking Route Plan
- Irving School Walking Route Plan
- North Pointe School Walking Route Plan
- Oakland School Walking Route Plan
- Pepper Ridge School Walking Route Plan
- Sheridan School Walking Route Plan
- Stevenson School Walking Route Plan
- Washington School Walking Route Plan
- Bloomington High School & Junior High School Walking Route Plan

# GRADE SCHOOL WALKING ROUTES



UPDATED 2/11/00










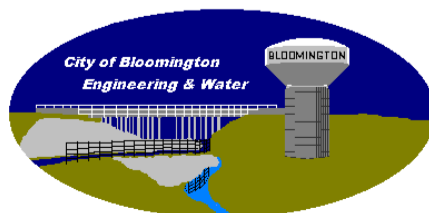
- LEGEND**
-  School Building
  -  Crossing Protection
  -  Crossing Guard
  -  Safety Patrol
  -  School Walking Route
  -  Streets
  -  School Walking Area Boundary

Revised 11/28/2006

# Bent School Walking Route Plan

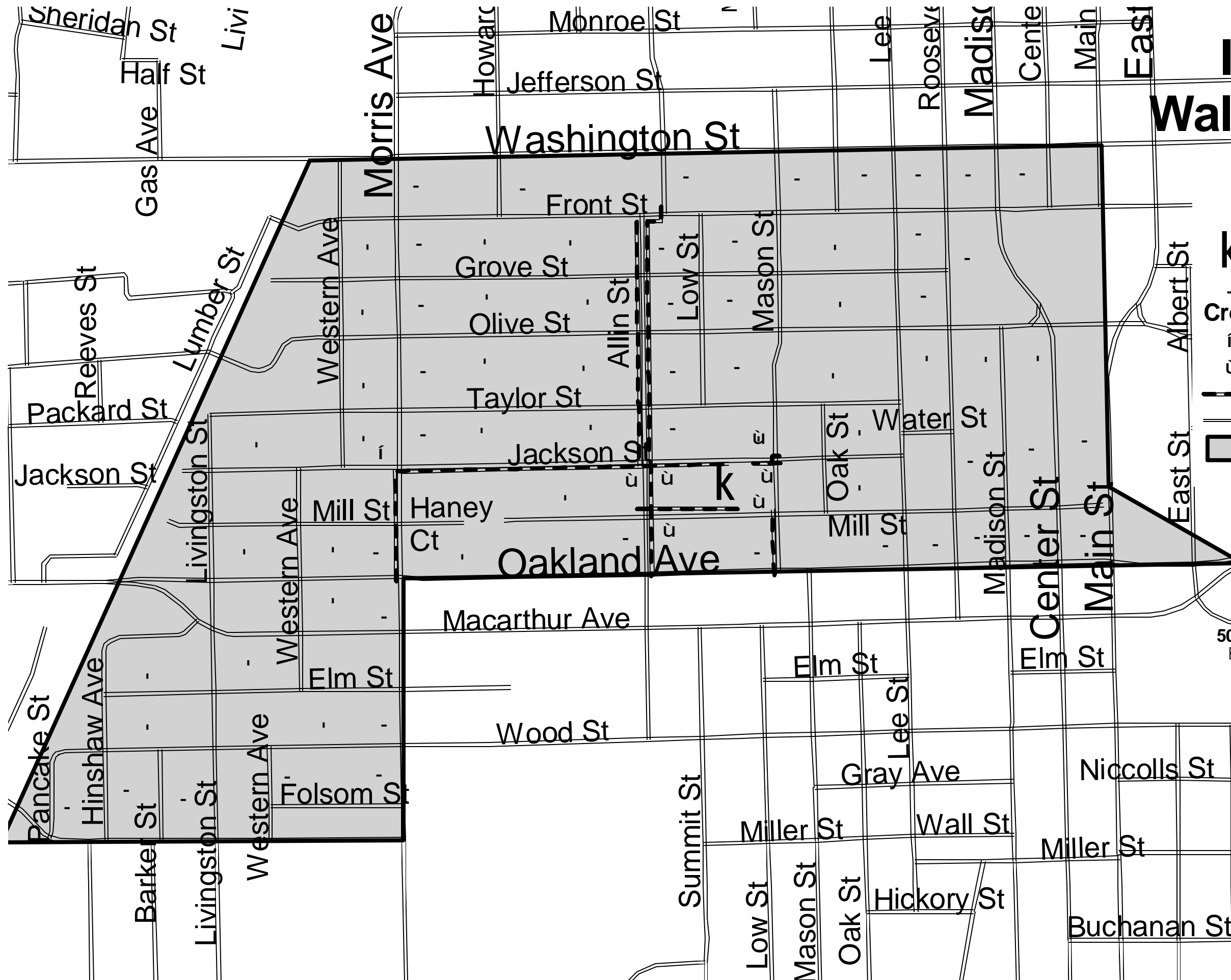


-  School Building
-  Safe Direction to School
- Crossing Protection**
-  Crossing Guard
-  Safety Patrol
-  School Walking Route
-  Streets
-  School Walking Area Boundary

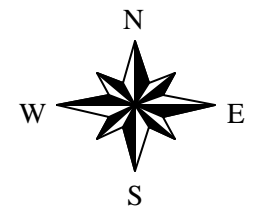


Produced 5/25/00  
by the  
City of Bloomington  
Engineering Department  
with Data from  
the McLean County GIS

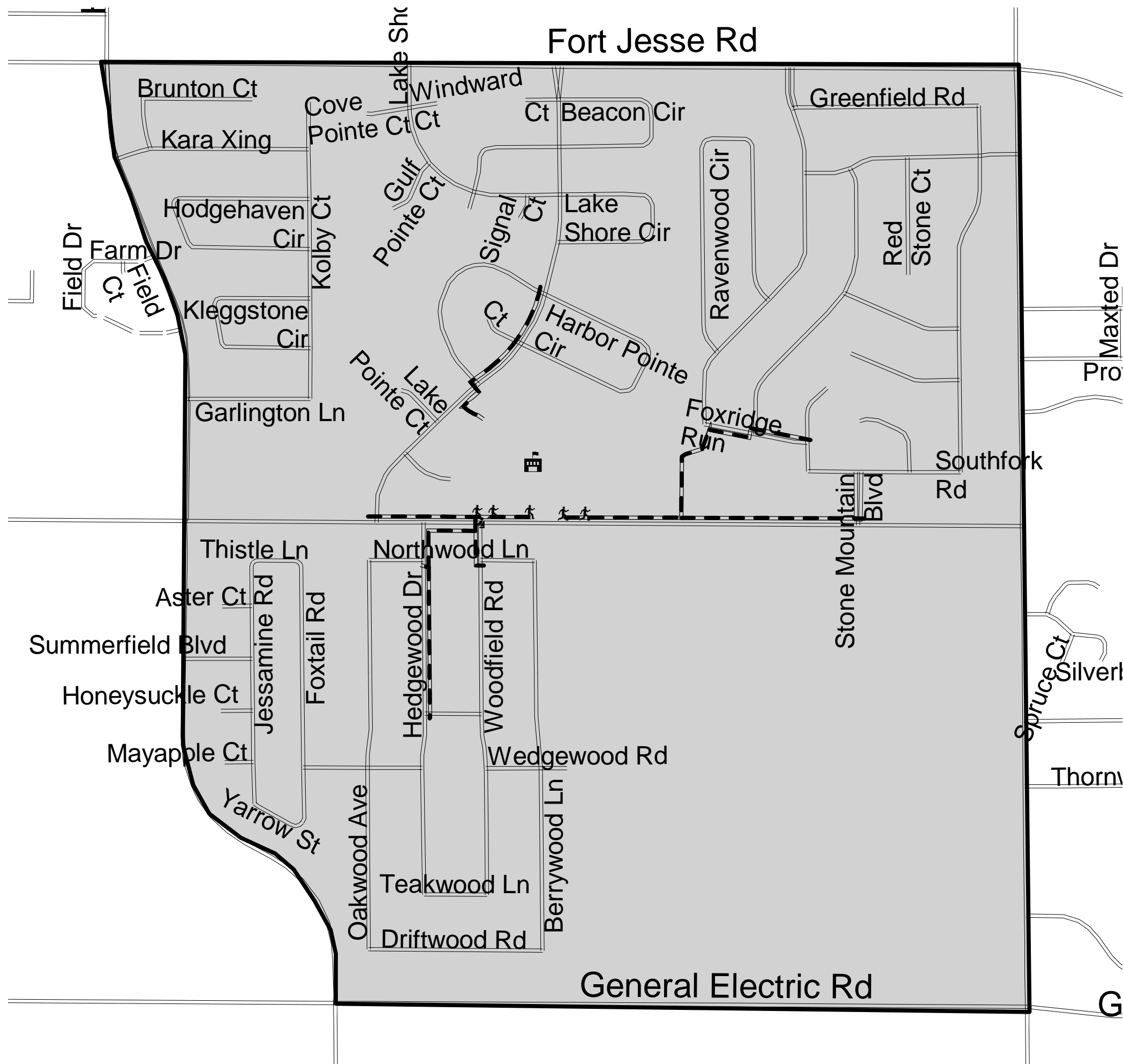
# Irving School Walking Route Plan



- K** School Building
- Safe Direction to School
- Crossing Protection**
- ⌈ Crossing Guard
- ⌋ Safety Patrol
- School Walking Route
- Streets
- ▭ School Walking Area Boundary



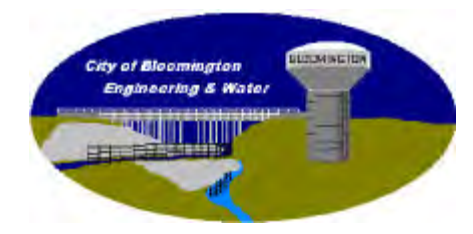
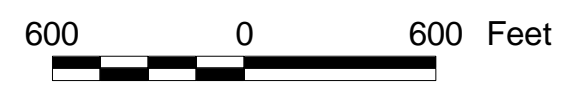
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## North Pointe School Walking Route Plan

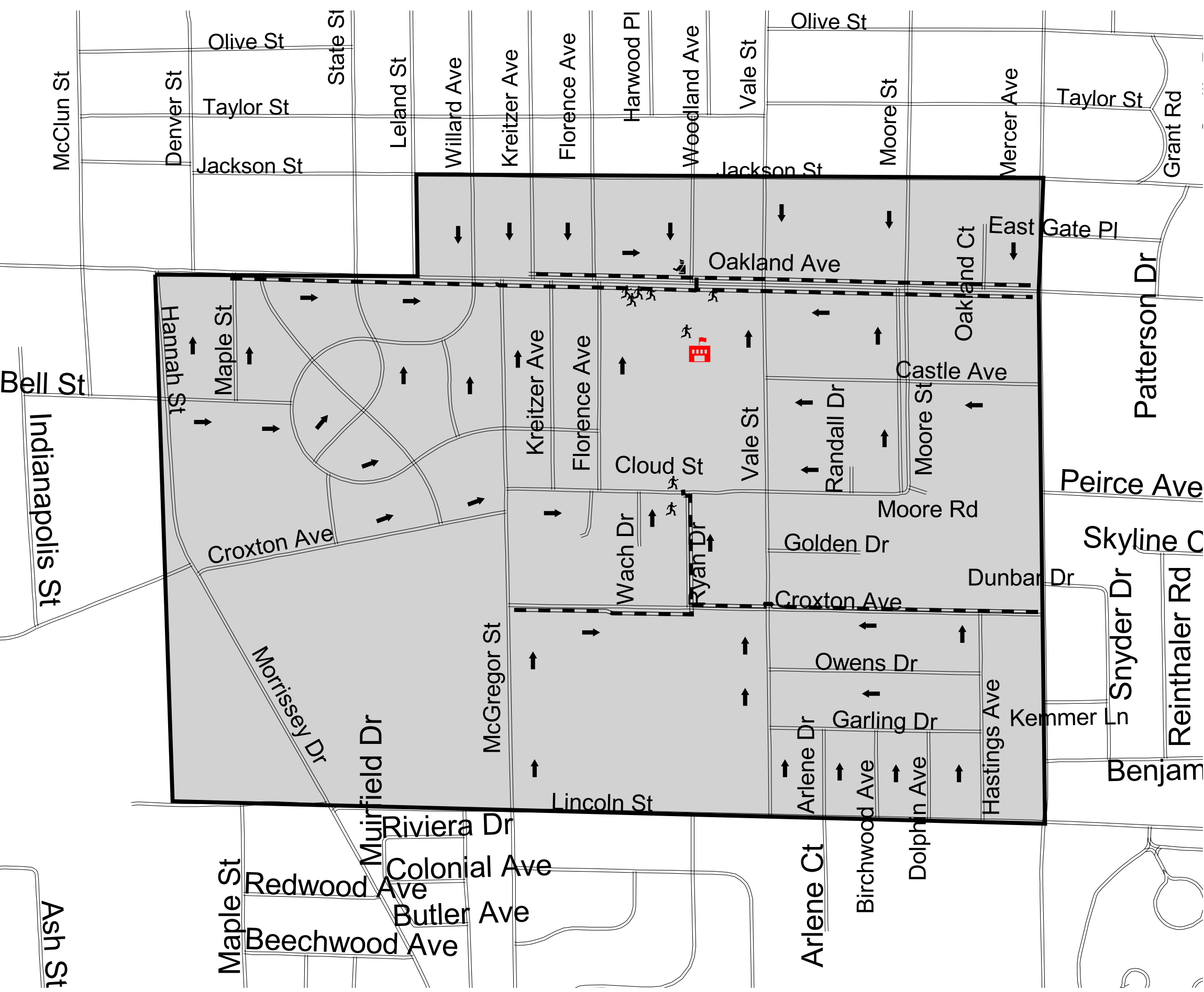






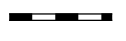
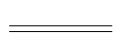

- School Building
- Safe Direction to School
- Crossing Protection**
- Crossing Guard
- Safety Patrol
- School Walking Route
- Streets
- School Walking Area Boundary

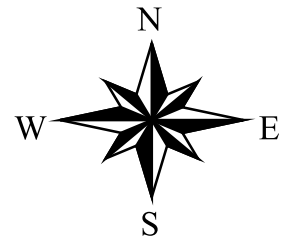


Produced 5/24/00  
by the  
City of Bloomington  
Engineering Department  
with Data from  
the McLean County GIS

# Oakland School Walking Route Plan



-  **School Building**
-  **Safe Direction to School**
- Crossing Protection**
-  **Crossing Guard**
-  **Safety Patrol**
-  **School Walking Route**
-  **Streets**
-  **School Walking Area Boundary**

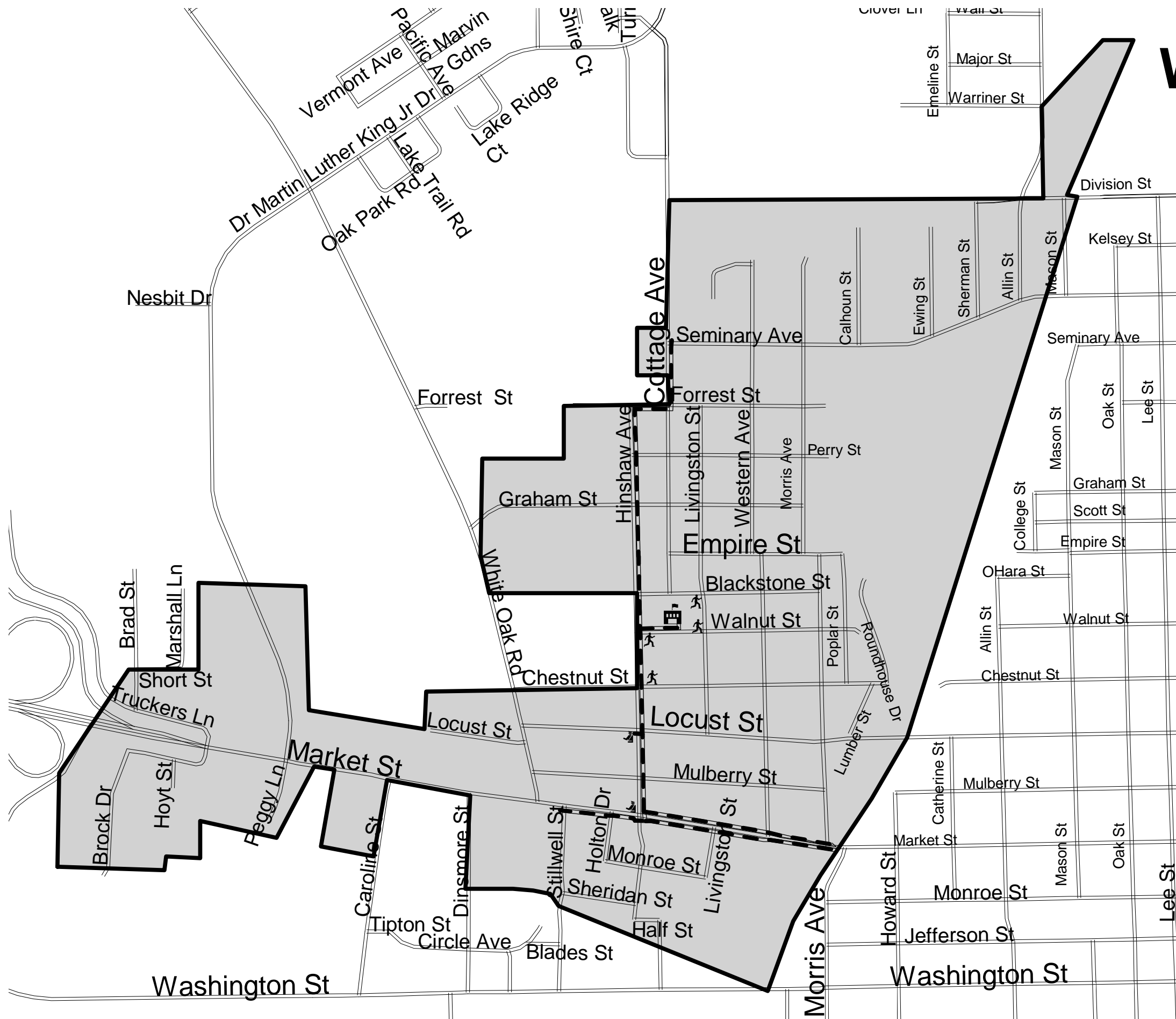










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Engineering Department  
with Data from  
the McLean County GIS

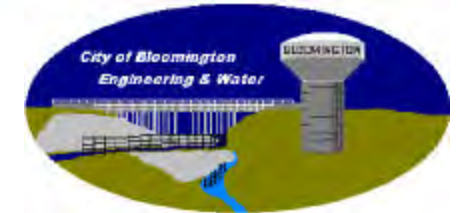
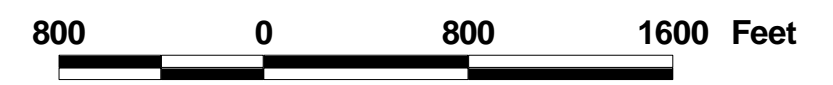
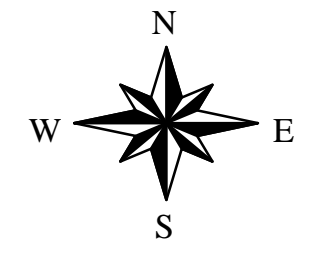




# Sheridan School Walking Route Plan



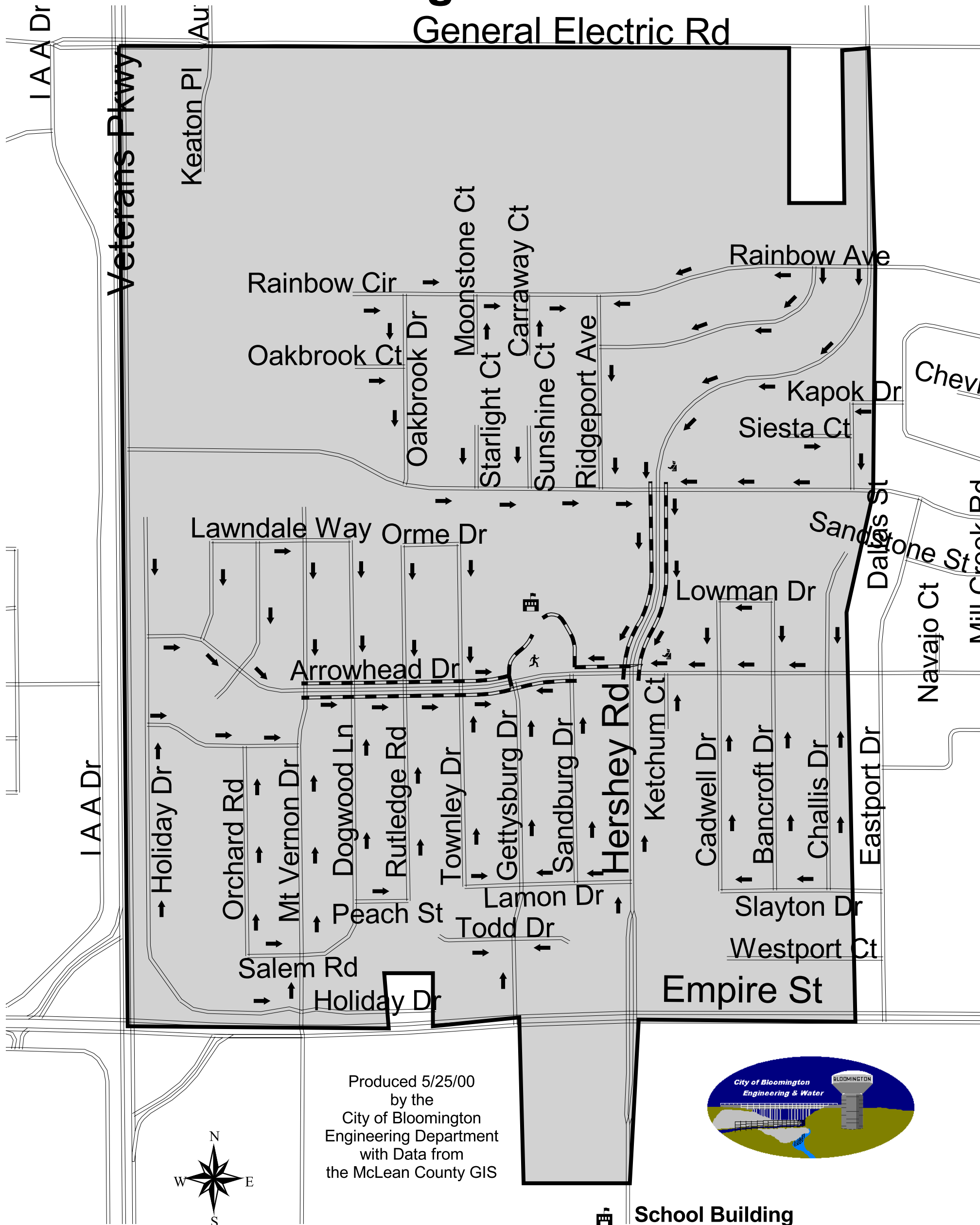
-  School Building
-  Safe Direction to School
-  Crossing Protection
-  Crossing Guard
-  Safety Patrol
-  School Walking Route
-  Streets
-  School Walking Area Boundary



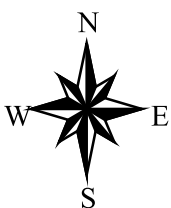
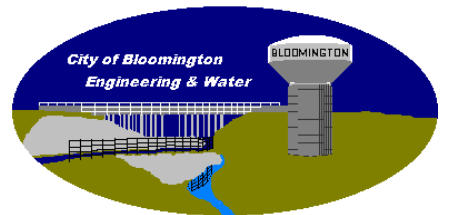
Produced 5/24/00  
by the  
City of Bloomington  
Engineering Department  
with Data from  
the McLean County GIS

# Stevenson School Walking Route Plan

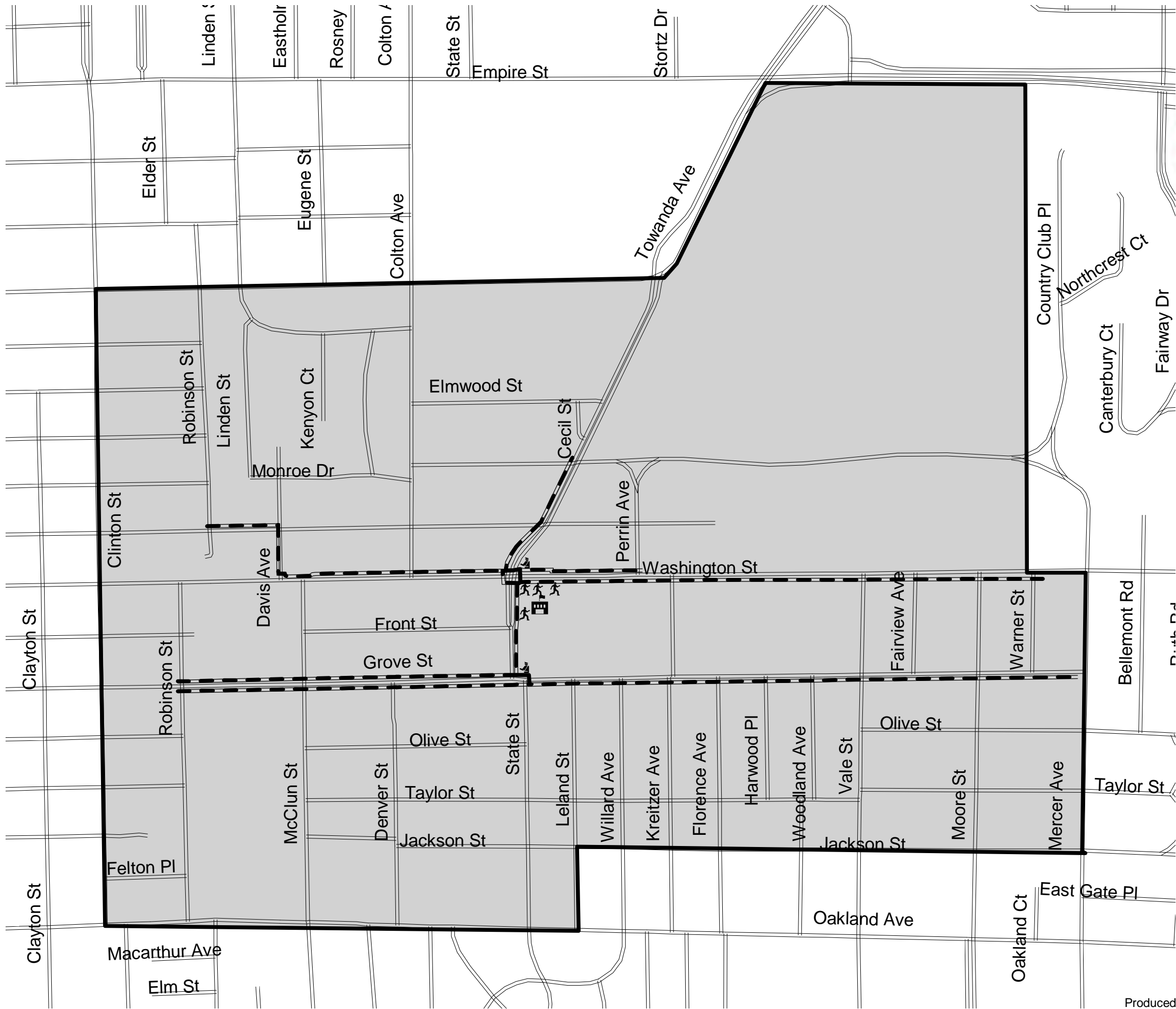
General Electric Rd



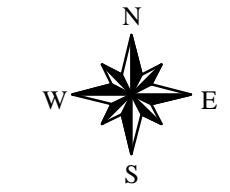
Produced 5/25/00  
by the  
City of Bloomington  
Engineering Department  
with Data from  
the McLean County GIS



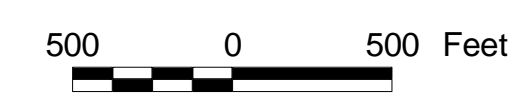
- School Building
- Safe Direction to School
- Crossing Protection
- Crossing Guard
- Safety Patrol
- School Walking Route
- Streets
- School Walking Area Boundary



# Washington School Walking Route Plan



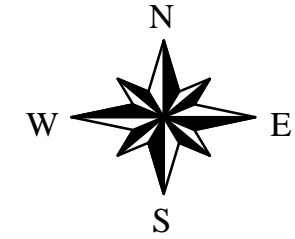
- School Building
- Safe Direction to School
- Crossing Protection**
- Crossing Guard
- Safety Patrol
- School Walking Route
- Streets
- School Walking Area Boundary










Produced 4/17/01  
by the  
City of Bloomington  
Engineering Department  
with Data from  
the McLean County GIS

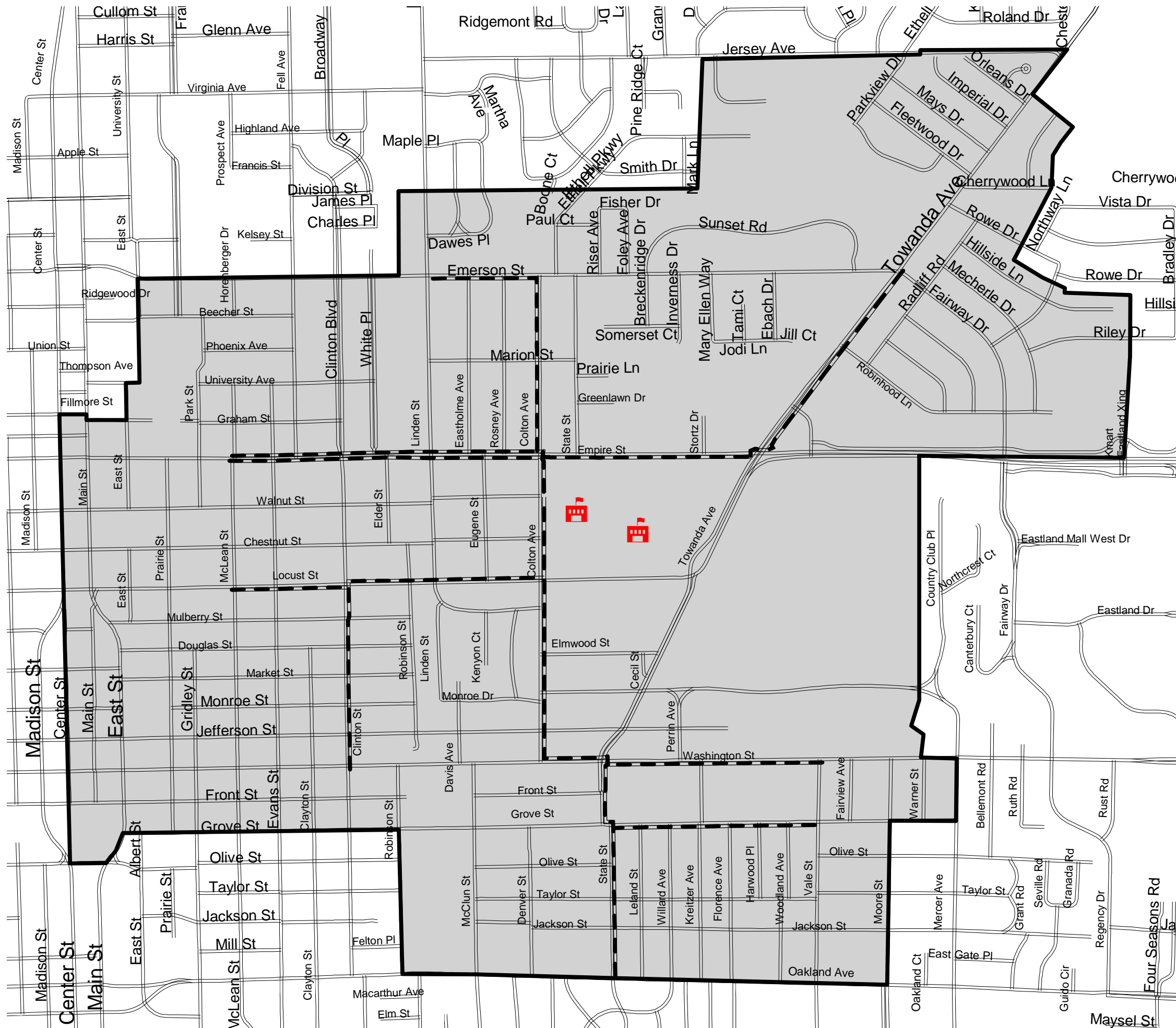


# Bloomington High School and Bloomington Junior High School Walking Route Plan



1000 0 1000 Feet

-  School Building
-  Crossing Protection
-  Crossing Guard
-  Safety Patrol
-  School Walking Route
-  Streets
-  School Walking Area Boundary



Produced 9/25//07  
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City of Bloomington  
Engineering Department  
with Data from  
the McLean County GIS



# A-4: Tree Planting Permit Tree Removal Permit

Date \_\_\_\_\_ 20\_\_

**City of Bloomington  
Tree Planting Permit**

Request for approval to plant a tree located in the City right-of-way. The individual firm doing the work is responsible for obtaining the permit. Section 5, Ordinance No. 1986-12. Permit is required to plant trees. It shall be unlawful for any person, firm, or corporation to plant any tree located on City property without first obtaining written permission from the City of Bloomington, Parks Maintenance Division.

The city requires **three business days** notice for approval.

Property Owner \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Individual/Firm doing work \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Please mark where trees are to be planted and contact JULIE at 1-800-892-0123 before digging. You will receive a GIS number. If you do not have the number when filling out this form, contact our office at (309) 434-2260 or email us at [parks@cityblm.org](mailto:parks@cityblm.org) when you receive it. **DIG NUMBER**

Below is a list of trees that are prohibited from being planted in the parkway. Please check before purchasing tree.

Prohibited Species of Street Trees	
<ul style="list-style-type: none"> <li>Abies species (Firs)</li> <li>Acer saccharinum (Silver Maple)</li> <li>Alnus (Alders)</li> <li>Catalpa speciosa (Catalpa)</li> <li>Fraxinus species (Ash)</li> <li>Juniperus species (Junipers)</li> <li>Morus species (Mulberry)</li> <li>Pinus species (Pines)</li> <li>Populus species (Poplars)</li> <li>Quercus palustris (Pin Oak)</li> <li>Rhus species (Sumac)</li> <li>Sorbus species (Mountain ash)</li> <li>Taxus species (Hemlocks)</li> <li>(All scrub type planting material.)</li> </ul>	<ul style="list-style-type: none"> <li>Acer negundo (Box Elder)</li> <li>Alnus incana (Tree of Heaven)</li> <li>Betula species (Birch)</li> <li>Elaeagnus argentea (Russian Olive)</li> <li>Ginkgo biloba (Ginkgo - female)</li> <li>Machonia pumilana (Cagee Orange)</li> <li>Pinus species (Spruce)</li> <li>Plantanus species (Sycamore)</li> <li>Pseudotsuga menziesii (Douglas fir)</li> <li>Rubus species (Roses)</li> <li>Salix species (Willow)</li> <li>Taxus species (Yew)</li> <li>Ulmus pumila (Silver Elm)</li> </ul>

It is made a condition in granting this permit that the applicant will be responsible for any damage to City property or damage to private owners during performance of work. This also includes damage resulting from work done by applicant's agents or employees. It is further agreed to abide by the rules and regulations and ordinances of the City of Bloomington.

Applicant \_\_\_\_\_  
Parks & Recreation  
City of Bloomington

Date \_\_\_\_\_ 20\_\_

**City of Bloomington  
TREE MAINTENANCE/REMOVAL PERMIT**

Request for approval to trim, remove, or do other maintenance work to a tree located in the City right-of-way. The individual firm doing the work is responsible for obtaining the permit. Section 5, Ordinance No. 1986-12. Permit is required to trim, remove, injure or remove trees. It shall be unlawful for any person, firm, or corporation to trim, remove, injure or remove trees located on City property without first obtaining written permission from the City of Bloomington, Parks Maintenance Division. You can call us at 434-2260 or email us at [parks@cityblm.org](mailto:parks@cityblm.org), if you have questions.

Applicant agrees to clean up all brush and wood, and level of stump to 12" below ground level if tree is completely removed.

Applicant agrees to provide **three business days** notice for approval.

Property Owner \_\_\_\_\_ Phone \_\_\_\_\_

Individual/Firm doing work \_\_\_\_\_ Phone \_\_\_\_\_

Amount of insurance: Yes  No

Applicant shall carry personal liability and property insurance in the amount of \$100,000 per event, \$50,000 per occurrence and \$25,000 property damage.

Method of removal: Pruning  Removal  Spraying  Other

Tree to be removed, describe \_\_\_\_\_

Work to be accomplished \_\_\_\_\_

Where is tree located on property \_\_\_\_\_

Additional information \_\_\_\_\_

Permit status: Approved  Disapproved  Reason \_\_\_\_\_

Permit Expires \_\_\_\_\_ 20\_\_

Condition in granting this permit that the applicant will be responsible for any damage to City property or damage to private owners during performance of work. This also includes damage resulting from work done by applicant's agents or employees. Applicant also agrees to keep sidewalks and gutters clear and unobstructed while work is being done. It is further agreed to abide by the rules and regulations and ordinances of the City of Bloomington.

Applicant \_\_\_\_\_  
Parks & Recreation  
City of Bloomington

Date \_\_\_\_\_

## City of Bloomington Tree Planting Permit

Request for approval to plant a tree located in the City right-of-way. The individual firm doing the work is responsible for obtaining the permit, **Section 5, Ordinance No. 1986-13**. Permit is required to plant trees. It shall be unlawful for any person, firm, or corporation to plant any tree located on City property without first obtaining written permission from the City of Bloomington, Parks Maintenance Division.

***The city requires three business days notice for approval.***

Property Owner \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

Individual/Firm doing work \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

Please mark where trees are to be planted and contact JULIE at 1-800-892-0123 before digging. You will receive a DIG number. If you do not have the number when filling out this form, contact our office at (309) 434-2260 or email us at [parks@cityblm.org](mailto:parks@cityblm.org) when you receive it. **DIG NUMBER** \_\_\_\_\_

Below is a list of trees that are prohibited from being planted in the parkway. Please check before purchasing tree.

### Prohibited Species of Street Trees

- |                                 |  |
|---------------------------------|--|
| Abies species (Firs)            | Acer negundo (Box Elder)               |
| Acer saccharinum (Silver Maple) | Ailanthus altissima (Tree of Heaven)   |
| Alnus (Alder)                   | Betula species (Birch)                 |
| Catalpa speciosa (Catalpa)      | Elaeagnus angustifolia (Russian Olive) |
| Franxinuss species (Ash)        | Ginkgo biloba (Ginkgo - female)        |
| Juniperus species (Junipers)    | Maclura pomifera (Osage Orange)        |
| Morus species (Mulberry)        | Picea species (Spruces)                |
| Pinus species (Pines)           | Plantanus species (Sycamore)           |
| Populus species (Populars)      | Psuedotsuga menziesii (Douglas fir)    |
| Quercus palustris (Pin Oak)     | Robinia species (Locust)               |
| Rhus species (Sumac)            | Salix species (Willow)                 |
| Sorbus species (Mountain ash)   | Taxus species (Yews)                   |
| Tsuga species (Hemlocks)        | Ulmus pumila (Siberian Elm)            |
- (\*All scrub type planting material.)

It is made a condition in granting this permit that the applicant will be responsible for any damage to City property or damage to private owners during performance of work. This also includes damage resulting from work done by applicant's agents or employees. It is further agreed to abide by the rules and regulations and ordinances of the City of Bloomington.

Applicant \_\_\_\_\_

Parks & Recreation \_\_\_\_\_  
City of Bloomington

Date \_\_\_\_\_ 20\_\_\_\_

## City of Bloomington TREE MAINTENANCE/REMOVAL PERMIT

Request for approval to trim, remove, or do other maintenance work to a tree located in the City right-of-way. The individual firm doing the work is responsible for obtaining the permit, **Section 5, Ordinance No. 1986-13**. Permit is required to trim or remove trees. It shall be unlawful for any person, firm, or corporation to trim, remove, injure or destroy any tree located on City property without first obtaining written permission from the City of Bloomington, Parks Maintenance Division. You can call us at 434-2260 or email us at ***parks@cityblm.org***, if you have questions.

***The city requires three business days notice for approval.*** Applicant agrees to clean up all brush and wood, including removal of stump to **12" below** ground level if tree is completely removed.

Property Owner \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

Individual/Firm doing work \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

**Proof of Insurance**      Yes                       No

The applicant shall carry personal liability and property insurance in the amount of \$100,000 per accident, \$300,000 per occurrence and \$25,000 property damage.

**Type of Work**

Trimming                       Removal                       Spraying                       Other

If other, describe \_\_\_\_\_

When is the work to be accomplished \_\_\_\_\_

Type of Tree \_\_\_\_\_ Where is tree located on property \_\_\_\_\_

\_\_\_\_\_ Additional information \_\_\_\_\_

**Approved**                       **Disapproved**                       **Reason** \_\_\_\_\_

**Permit Expires** \_\_\_\_\_ **20**\_\_\_\_

It is made a condition in granting this permit that the applicant will be responsible for any damage to City property or damage to private owners during performance of work. This also includes damage resulting from work done by applicant's agents or employees. Applicant also agrees to keep sidewalks and gutters clear and unobstructed from dirt and debris while work is being done. It is further agreed to abide by the rules and regulations and ordinances of the City of Bloomington.

Applicant \_\_\_\_\_

Parks & Recreation  
City of Bloomington \_\_\_\_\_



## A-5: Current City Codes





**Chapter 38** of the Bloomington’s City Codes discusses sidewalks, streets, and other public ways regulations. Below are some common topics for sidewalks:

- Section 2:** Sidewalks are intended for public use and should be kept free and clear for the public’s use.
- Section 17:** It is unlawful for performances and exhibitions to impede passage on sidewalks.
- Section 25:** No one should pile snow, ice, or other waste on any public right-a-way.
- Section 53:** No steps, platforms or other fixtures may be extended into or upon any sidewalk.
- Section 62:** It is unlawful for any person to occupy or encumber any sidewalk.
- Section 65:** No signs or advertisements may be placed on sidewalks.
- Section 69:** No storage of personal property is permitted on sidewalks.
- Section 71:** Every owner or occupant should keep the sidewalk clear of snow, ice, or any other obstruction to maintain safe passage for pedestrians.
- Section 74:** Criteria for snow removal on sidewalks by owner or occupant are given.
- Section 148:** No one is permitted to cut or injure any tree standing on the City’s public right-of-way without the consent of the City Forester or the consent of the owner of the property.
- Section 171:** Special assessments for sidewalk improvements are detailed.