



CITY COUNCIL MEETING AGENDA

CITY COUNCIL CHAMBERS

109 E. OLIVE STREET, BLOOMINGTON, IL 61701

MONDAY, JANUARY 25, 2016 7:00 P.M.

- 1. Call to order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer**
- 4. Roll Call**
- 5. Public Comment**
- 6. Recognition/Appointments**
 - A. Presentation of Commission Certificate to Officer Jeffrey Widmer in recognition of completing his probationary period.
 - B. Proclamation declaring February 6, 2016, as WGLT Public Radio Day.
- 7. “Consent Agenda”**

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

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

 - A. Consideration of approving the Council Minutes of January 11, 2016 Regular City Council Meetings, Work Session Meeting Minutes of January 11, 2016 and the Council Retreat Meeting Minutes of November 19, 2015. *(Recommend that the reading of the minutes of the*

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.

previous Council Proceedings of January 11, 2016 Regular City Council Meetings, Work Session Meeting Minutes of January 11, 2016 and the Council Retreat Meeting Minutes of November 19, 2015, be dispensed with and the minutes approved as printed.)

- B. Consideration of approving Bills, Payroll and Electronic Transfers in the amount of \$6, 145,279.47. *(Recommend that the bills, payroll and electronic transfers in the amount of \$6, 145,279.47 be allowed and orders drawn on the Treasurer for the various amounts as funds are available.)*
- C. Consideration of approving the purchase of two (2) Police Patrol Vehicle for Street Crimes Unit of the Police Department. *(Recommend that the purchase of two (2) Ford Patrol Police Interceptor Utility vehicles from National Auto Fleet Group using the NJPA (National Joint Powers Alliance) master vehicle contract number 102811 in the amount of \$61,112.00 be approved and the Mayor and City Clerk be authorized to execute the necessary documents, and declare the two Ford Crown Victoria's as surplus to be sold at public auction on publics surplus.com.)*
- D. Consideration of review and analysis of Bids, and Approval of Contract for the Ryan Drive Water Main Replacement with George Gildner, Contract, City Bid No. 2016-26. *(Recommend that the base bid prices from George Gildner, Inc. be accepted, the contract be awarded in the amount of \$242,559.00 and the City Manager and City Clerk be authorized to execute the necessary documents.)*
- E. Consideration of approving the purchase of one (1) Sewer Television System and Chassis for the Sanitary Sewer Division of the Public Works Department. *(Recommend that the purchase of one (1) Aries Sewer Television System mounted on a Ford F550 Chassis from Aries Industries Inc. using the H-GAC (Huston Galveston Area Council) joint purchasing master vehicle contract number SC01-15 Spec number H151229 in the amount of \$179,104.00 be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- F. Consideration of approving an Intergovernmental Agreement for Storm Water Education Program Services with the Town of Normal, McLean County, and the Bloomington-Normal Water Reclamation District for services to be provided by the Ecology Action Center. *(Recommend that the Agreement for Storm Water Education Program Services in the amount of \$13,186 annually for three (3) years (with a built-in annual inflator equal to the rise in the Consumer Price Index or 3 percent, whichever is less, for years 2 and 3) be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- G. Consideration of approving the purchase of Starcom21 Subscriber Equipment for the Water Department, and approve Motorola Solutions, a State sanctioned Limited Source Provider. *(Recommend that Motorola Solutions, a State sanctioned Limited Source Provider, for the Water Department Starcom21 Subscriber Equipment be approved using the Illinois*

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.

Department of Central Management Services Contract Number 264-357A, in the amount of \$268,041.20 which includes the equipment, startup expense and warranty, the City Manager and City Clerk be authorized to execute the necessary documents, the Procurement Manager be authorized to issue a Purchase Order.)

- H. Consideration of approving a Lake Bloomington Lease Transfer Petition for Lot 4 and part of Lot 5, Block 3 of Camp Iroquois, from Michael Winters to the Michael Winters Trusted dated May 23, 2013. *(Recommend that the Lake Lease Transfer be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)*

8. “Regular Agenda”

- A. Consideration of approving an Ordinance Prohibiting the Use of Groundwater as a Potable Water Supply and approving of a Highway Authority Agreement / Leave-in-place Agreement at 1331 N. Linden Street (Ward 7). *(Recommend that 1) the Ground Water Ordinance and be passed and the Mayor and City Clerk be authorized to execute the necessary documents 2) That the Highway Authority Agreement be passed and the Mayor and City Clerk be authorized to execute the necessary documents.)*(Presentation by Jim Karch, 5 minutes, Council discussion 10 minutes.)

9. City Manager’s Discussion

10. Mayor’s Discussion

11. City Aldermen’s Discussion

12. Executive Session – Cite Section

13. Adjournment

14. Notes

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



6. Recognition/Appointments

- A. Presentation of Commission Certificate to Officer Jeffery Widmer in recognition of completing his probationary period.
- B. Proclamation declaring February 6, 2016 as, WGLT Public Radio Day

City of Bloomington



Police Department

Police Officer's Commission

*By authority of the Board of Fire and Police Commissioners
of the City of Bloomington,
in the County of McLean, and State of Illinois,*

We do hereby certify that

Jeffrey Widmer

*Having been duly sworn
was appointed and commissioned a*

Police Officer

On

*the twenty-third day of June, two thousand and fourteen.
As Evidence thereof, we set our hand and seal*

Cari Renner
Mayor

Brendan O. Hefner
Chief of Police

Dean Messinger
Chairman

Cherry Lawson
City Clerk



CONSENT AGENDA ITEM: 7A

FOR COUNCIL: January 25, 2016

SUBJECT: Consideration of approving the January 11, 2016 Regular City Council Meeting, the Work Session Meeting Minutes from January 11, 2016, and the Council Retreat Meeting Minutes of November 19, 2015.

RECOMMENDATION/MOTION: That the reading of the minutes of January 11, 2016 Regular City Council Meeting, the Work Session Meeting Minutes from January 11, 2016, and the Council Retreat Meeting Minutes of November 19, 2015, be dispensed with and the minutes approved as printed.

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

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

BACKGROUND: The Council Regular City Council Meeting Minutes of January 11, 2016, the Work Session Meeting Minutes from January 11, 2016, and the Council Retreat Meeting Minutes of November 19, 2015, have been reviewed and certified as correct and complete by the City Clerk.

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable

Respectfully submitted for Council consideration.

Prepared by: 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:

- January 11, 2016 Regular City Council Meeting Minutes
 - January 11, 2016 Work Session Meeting Minutes
 - November 19, 2015 Council Meeting Special Session Meeting
-

Motion: That the reading of the minutes of January 11, 2016 Regular City Council Meeting Minutes, Work Session Meeting Minutes of January 11, 2016, and the Council Retreat Meeting Minutes of November 19, 2015, be dispensed with and the minutes approved as printed.

Motion: _____ Seconded by: _____

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

**SUMMARY MINUTES
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS
MONDAY, JANUARY 11, 2016; 7:00 P.M.**

1. Call to Order

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, January 11, 2016. The Meeting was called to order by Mayor Renner.

2. Pledge of Allegiance to the Flag

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

3. Remain Standing for a Moment of Silent Prayer

4. Roll Call

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

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

Absent: Aldermen Diana Hauman, Joni Painter.

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

5. Public Comment

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

Joe Haney
Lee Eutsey
Judy Stearns
Christian Graham
Josh Schmidgal

6. Recognition / Appointments

The following was presented:

Item 6A. State of the City Message (*Presentation by Mayor Tari Renner, 10 minutes*)

The following was presented:

Item 6B. Appointment of Jim Fruin to the Board of Directors for the Bloomington – Normal Area Economic Development Council.

The following was presented:

Item 6C. The 2015 McLean County Household Hazardous Waste Collection – Post Event Report. (*Presentation by Michael Brown, Ecology Action Center Executive Director, 5 minutes*)

7. Consent Agenda

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

Motion by Alderman Black, seconded by Alderman Schmidt that the Consent Agenda items are approved.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 7A: Consideration of approving the Council Work Session Meeting Minutes of December 21, 2015, the Regular City Council Minutes of December 21, 2015 and the Regular City Council Minutes of December 14, 2015.

The following was presented:

Item 7B. Consideration of approving Bills, Payroll and Electronic Transfers.

The following was presented:

Item 7C. Consideration of approving an Appointment to the Bloomington-Normal Area Economic Development Council (EDC).

The following was presented:

Item 7D. Consideration of approving an Intergovernmental Agreement with McLean County for Booking Fees.

The following was presented:

Item 7E. Consideration of approving an Intergovernmental Agreement with the Town of Normal Regulating Use of the Police Range Facility.

The following was presented:

Item 7F. Consideration of approving an Intergovernmental Agreement with the County of McLean Regulating Use of the Police Range Facility.

The following was presented:

Item 7G. Consideration of designating a 2003 Wheel Coach Ambulance as surplus, and approving vehicle to be listed as surplus on Quad County Fire Equipment website.

The following was presented:

Item 7H. Consideration of approving an agreement with the University of Illinois Veterinary College for Miller Park Zoo for veterinary services.

The following was presented:

Item 7I. Consideration of approving the 2015-2016 rock salt contract (PSD4018144) with the Illinois Department of Central Management Services.

The following was presented:

Item 7J. Consideration and review of Proposals and approval of a Contract with Technical Solutions and Services, Inc. for US Cellular Coliseum Building Automation System Improvements (RFP#20106-15).

The following was presented:

Item 7K. Consideration of waiving the formal bid process and approve an amendment with Formmaker Software, Inc. d/b/a KUBRA Data Transfer Ltd extending the current term for twelve months, commencing on January 26, 2016 and ending on January 31, 2017, with an option for two additional twelve month extensions.

The following was presented:

Item 7L. Consideration of:

- A. Adopting an Ordinance approving a Petition from MCLT TT – 1000 (Tipton Trails Partnership), for an expedited final plat for resubdivision of lots 317-320 Tipton Trails 5th Addition Final Plat.**
- B. Adopting an Ordinance approving a utility easement vacation, located west of Airport Road and north of General Electric Road.**

ORDINANCE NO. 2016-01

AN ORDINANCE APPROVING THE FINAL PLAT OF THE RESUBDIVISION OF LOTS 317-320 IN TIPTON TRAILS SUBDIVISION FIFTH ADDITION AND VACATING AN EASEMENT

The following was presented:

Item 7M. Consideration of the application of Yumz Asian Cuisine, Inc., d/b/a Yumz Asian Cuisine, located at 120 Krispy Kreme Dr., Ste. 2 requesting an RBS liquor license which would allow the sale of beer and wine only by the glass for consumption on the premises seven (7) days a week.

8. Regular Agenda:

Item 8A. Consideration of adoption of an Ordinance Amending Bloomington City Code Chapter 45 Section 900.13 Rental Inspection Program Registration Fees.

**ORDINANCE 2016 - 02
AN ORDINANCE AMENDING THE CITY CODE PROVISIONS
ON FEES FOR RENTAL INSPECTIONS**

Tom Dabareiner, Director of Community Development, provided a brief overview of this item stating, the current fees are sufficient to cover costs for one rental inspector. The City has inspection responsibility for about 3,100 buildings (parcels), which average four rental units (premises) each and totaling more than 12,000 units. Having just one inspector means rental buildings and units, which per the ordinance should receive an annual inspection, are inspected

once every three or more years (about 900 buildings per year). Given that lag, significant deterioration may occur during the gap, sometimes enough to create cumulative life-safety concerns for these residents.

Of the buildings remaining in the current inspection queue, more than 85% have been failing due to at least one life-safety concern or several maintenance concerns. More routine inspections are valuable because problems need to be resolved to prevent further deterioration. Also, some tenants are afraid to make complaints to Community Development regarding the condition of their apartments for fear of retribution by their landlords. Others are unaware of the process for making property maintenance complaints to the City. Neighboring properties feel the impact of a deteriorating rental building next door, affecting property values and livability—sometimes becoming victim to the infestations and garbage debris issues which start next door.

The current fees distinguish between those buildings requiring inspection and those that do not. A \$30.00 annual registration fee is charged properties not needing an inspection because they are either new or performed well in a prior inspection which exempts them from further inspections. A \$130.00 fee is charged buildings subject to the inspection because of recent or current inspection failures, whether or not the building is inspected that year. Apartment buildings with three or more units receive an additional \$25.00 per unit registration fee. Under the proposed fee structure all buildings are charged \$65.00 and apartment buildings see an additional \$5.00 per unit registration fee. This is a simpler formula for everyone participating and provides an easier, accurate projection of revenue.

The increase in the number of inspectors will bring the program to slightly more than one inspection every 1.5 years, which is a marked improvement.

Alderman Buragas asked for clarification on what was determined to be a failing grade versus a passing grade during inspections.

Mr. Dabareiner stated that a single life-safety issue would be a failing grade such as a rusting furnace, mold, lead paint, bad electrical wiring, etc.

Alderman Buragas asked how the proposed fee increase compared with other communities in our area. She asked if calculations were made on the impact that will be passed on to renters.

Mr. Dabareiner stated the fee was not out of line with what other communities are charging. He stated that the amount passed on to renters would be minimal.

Alderman Schmidt asked when this change in fees would start.

Mr. Dabareiner stated that it would take effect ten (10) days after this Ordinance passed.

Alderman Sage asked why the Property Maintenance Review Board had not been included in this process.

Mr. Dabareiner stated they are not required to be involved in fee changes.

Alderman Sage stated, according to Section 1000.1(3), the Property Maintenance Review Board is to make a recommendation on all amendments to the Property Maintenance Code, Chapter 45.

Motion by Alderwoman Buragas, seconded by Alderwoman Schmidt that Council approve the ordinance as presented.

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

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

Nays: Alderman Lower.

Motion carried.

The following was presented:

Item 8B. Consideration of adopting an Ordinance approving the PMO Mobile Home Park site plan.

ORDINANCE NO. 2016 - 03

AN ORDINANCE APPROVING THE SITE PLAN OF THE PMO PROPERTIES MANUFACTURED HOME PARK

Tom Dabareiner, Director of Community Development, provided a brief overview of this item stating on July 27, 2015, the City Council considered a similar ordinance approving the site plan for the same property. The Council agreed with staff's recommendation that a storm water agreement was needed between the petitioner and the neighboring mobile home park as to how storm water management issues will be handled. Lacking that documentation, the Council voted against approving the mobile home park site plan.

Since the July 27 meeting, agreement has been reached between the two mobile home parks on the storm water question. Legal, Public Works and Community Development staff have reviewed the agreement and determined that it addresses the concerns staff had originally over the issue of storm water management. A signed, executed copy is attached. With this agreement, all conditions are met to approve a site plan and qualify the property to apply for a license as a mobile home park in the City of Bloomington.

Motion by Alderman Sage, seconded by Alderwoman Buragas that Council approve the ordinance as presented.

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

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

Nays: None.

Absent: Alderman Fruin.

Motion carried.

The following was presented:

Item 8C. Consideration of:

A. Adopting an Ordinance approving a Budget Amendment

B. Review of Bids and approval of a Contract with Stark Excavating, Inc. for demolition of the Sugar Creek Packing Plant and Havco Building, (Bid#2016-29).

ORDINANCE NO. 2016-04

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2016

Steve Rasmussen, Assistant City Manager, provided a brief overview stating at the March 9, 2015 meeting, City Council approved the purchase of the Sugar Creek Packing Plant with the intent of demolishing the building. Demolition of the adjacent Havco Building has been planned for several years and is included in the approved FY2016 budget. Given the buildings close proximity, a contract for demolition of both buildings was pursued. A summary of the received bids follows.

BIDDER	TOTAL BID	LOCAL PREFERENCE REDUCTION	ADJUSTED BID (Local Preference Evaluation Only)
Demolition Excavating Group	\$205,600.00 ¹	\$0.00	\$205,600.00
Stark Excavating, Inc.	\$244,722.50	\$9,788.90	\$234,933.60
American Demolition	\$429,200.00	\$0.00	\$429,200.00

Note 1: Read as \$187,600.00 during the bid opening due to a tabulation error.

The project bid documents included the recently adopted Local Preference Purchasing Policy. Stark Excavating, Inc. was the only bidder that met the bid requirements. The corresponding bid reduction is for bid evaluation purposes only and is reflected in the preceding table. Despite Stark Excavating's Local Preference bid reduction, Demolition Excavating Group remained the low bidder financially. However, as set forth below, Demolition Excavating Group failed to provide evidence of all of the criteria and accordingly is not the lowest responsible bidder.

None of the bidder's submittals were entirely complete. Apprenticeship and Training program registrations and Subcontractor lists were missing. As noted above, there was also an error in Demolition Excavating Group's bid tabulation. Since the project includes asbestos abatement and other specialty services, subcontractor lists were important for bid evaluation. The two low bidders were asked to submit bid clarifications in order to address the issues. Both bidders complied with the request on subcontractors and bid clarification documents are attached.

As to proof of apprenticeship and training programs, Stark Excavating's clarification included copies of their apprenticeship and training program certificates. Demolition Excavating Group's clarification, however, indicated only that apprenticeship and training program certification has been applied for and that it would have the certification prior to the award of the contract. Several weeks have now passed and the certification was never provided. Note the applicable Prevailing Wage Ordinance adopted by the City Council provides contractors must provide proof of participation in apprenticeship and training programs as a prerequisite to contracts in excess of \$100,000. This is further a requirement that was detailed in the bid packet.

Subcontractors provided in the clarification documents were also evaluated for their ability to perform the requested services. Demolition Excavating Group indicated Rich Sewer & Drain would perform the sewer televising inspection required by the specifications. Rich Sewer & Drain's website includes a list of equipment they own, which includes Ridgid SeeSnake 200 ft. Sewer Camera. The Operators Manual for the SeeSnake indicates the equipment is ideal for inspecting 2" to 12" pipes. The sewer which requires inspection for this project is a 60" diameter sewer. Stark Excavating's subcontractor for performing sewer inspections is Harbaugh Construction Services. This contractor has performed sewer inspection services for the City in the past and has the equipment needed to inspect a 60" sewer. Accordingly, the subcontractor to be utilized by Stark has the necessary equipment to perform the work.

If Demolition Excavating Group had submitted the required apprenticeship certification, staff would have further verified whether its listed subcontractor had the desired and necessary equipment to do the work. Accordingly, although staff's independent review raised concerns with their ability to do the work, this would have been verified. Additional due diligence and review of the company would have also been performed prior to a bid recommendation.

Evaluation of the original submittals and subsequent clarification documents indicate that Stark Excavating, Inc. is the apparent lowest responsible and responsive bidder for the project. The references provided in Stark Excavating's submittal were contacted as part of the evaluation process. Contacted references provided positive reviews of Stark Excavating's project

performance, quality and adherence to schedule.

Alderman Lower asked if the contract with Stark can be opened for unexpected additional expenses.

David Hales, City Manager, stated this was unlikely, but there is never a guarantee. Extensive investigation for Asbestos or other contaminates was done to identify any additional costs for the demolition of the building.

Mr. Rasmussen stated that a thorough review of any change orders would be done before additional funds would be allocated.

Motion by Alderwoman Schmidt, seconded by Alderman Mwilambwe that Council approve the ordinance as presented.

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

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

Nays: None.

Motion carried.

City Manager's Discussion

Mr. Hales stated that the next Meeting of the Whole would be on Tuesday night, due to the holiday. He discussed the main topic on the Agenda for that meeting will be All Things Related to the Budget Task Force. He mentioned topics that he wanted the Council to have further discussion on: Downtown Hire Back Cost Recovery, BCPA recommendations and Solid Waste bulk waste fees.

Mayor Discussion

Mayor Renner thanked the City workers, Public Works and Parks and Recreation for the handling of the downed trees all over town.

City Alderman's Discussion

Alderman Buragas asked about building in time for Public Comments in the Regular City Council meetings.

Mayor Renner stated this was an excellent point and he would discuss with Mr. Hales and include in next meetings.

Alderman Lower asked if it was possible to get some assistance for new speakers or those who hadn't spoken in a while to maneuver through our system.

Mayor Renner stated he would try to see if assistance can be given before meetings.

Alderman Black stated we had Wesleyan interns to assist with Comp plans.

Adjournment

Motion made by Alderman Black seconded by Alderman Schmidt to adjourn the meeting at 8:36 p.m.

Motion carried (viva voce).

City of Bloomington

Attest

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

**SUMMARY MINUTES OF THE
WORK SESSION CITY COUNCIL MEETING
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS
MONDAY, JANUARY 11, 2016; 5:55 P.M.**

The Council convened in Work Session in the Council Chambers, City Hall Building, at 5:55 p.m., Monday, January 11, 2016.

1. CALL TO ORDER

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

2. ROLL CALL

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

Absent: Aldermen Joni Painter, and Diana Hauman.

Staff Present: David Hales, City Manager; Jeffery Jurgens, Corporate Counsel; Steve Rasmussen, Assistant City Manager; Brendan Heffner, Police Chief, Cherry Lawson, City Clerk.

3. PUBLIC COMMENT

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

Larry Blake
Jim Thompson
Donald Shields
Roger Eckert

4. DISCUSSION TOPIC

- A. Presentation on the Hybrid option for Lutz Road, Improvements under the existing Design Contract with Maurer-Stutz, Inc. (*Presentation by Jim Karch, P.E., C.F.M., Director of Public Works*)

Jim Karch, Public Works Director, provided a summary of the options to upgrade Lutz Road on the southwest side of town. He stated Luther Oaks retirement community, located at 601 Lutz Rd, was a growing business. He noted that Wittenberg Woods subdivision and Trinity Lutheran School had expanded. Citizens had concerns with road conditions and width.

A feasibility study had been completed by Maurer-Stutz, Inc. in November 2013. Three (3) options were presented. 1.) Rural Design; 2.) Urban Design and 3.) Hybrid Design.

Rural Design. The road would be improved but existing rural standards would remain. The street would have two (2) ten (10) foot lanes, two (2) foot shoulders and no sidewalks.

Urban Design. The road would be a two-lane street with curb and gutter on both sides and thirteen and a half (13.5) foot lane widths. The City would be required to purchase right-of-way on the south side of the street. All evergreens lining the street now would have to be removed. Drainage work would cost twenty (20) times more than the Rural Option. A sidewalk would be constructed on the north side of the street.

Hybrid Design. Curb, gutter, sewer, inlets and sidewalk would be built on the north side only. The south lane would have a shoulder instead of curb and gutter. Lanes would be eleven (11) feet wide. The south portion of the street could be upgraded at a later time, should the City choose to do so. The tree lane on the south side of the road would remain intact for now.

Next steps: Council was asked to endorse the Hybrid Design. The improvements would be designed under the existing contract with Maurer-Stutz, Inc. In the future, staff and Council would identify a revenue source and when construction would begin.

Alderman Fruin questioned the long term solution of the proposed option. Mr. Karch stated the Hybrid Design was a ten (10) to twenty (20) year solution. Alderman Lower questioned removing some of this construction in years to come due to expansion. Mr. Karch stated that the Hybrid Design would have only curb and gutter removed.

Council consensus was to move forward with the final design under the existing contract for the Hybrid option.

- B. Presentation on Budget Taskforce Recommendations regarding Bloomington Golf (*Presentation by David Hales, City Manager and Eric Veal, Assistant Director of Parks, Recreation and Cultural Arts 10 minutes, Council discussion 15 minutes.*)

David Hales, City Manager, cited recommendations for outsourcing the management and/or operation expenses of the Golf courses and increased Golf fees. He outlined the steps to be taken: 1.) Compare internal oversight costs to outside proposals and 2.) Increase Golf fees for 2016.

Jay Tetzlof, Director of Parks, Recreation and Cultural Arts, addressed the Council. He highlighted the characteristics of the three (3) golf courses. He addressed the increased fees in the FY 2017 Budget. The rounds played, per golf course, was highlighted and indicated the sport of golfing was increasing. He noted that operating costs had broken even; Capital costs continued to financially struggle.

Two (2) outsourcing options were reviewed: 1) Full Service Contract and 2) Operating Lease. He stated these were the extremes and there were other options for outsourcing.

Full Service Contract: Golf Course management would be contractual. Contract lengths were typically three (3) to ten (10) years.

Operating Lease: Lessee pays the city a fee to manage the Golf Courses. He stated that the City had the least amount of control and revenue. Terms were typically ten (10) to fifty (50) years.

Mr. Tetzlof stated Requests for Qualifications (RFQ) would be sent to companies who have shown a preference for being a Golf operational firm. He stated that discussions would be ongoing to determine the right course of action. He believed January 1, 2017 would be the transfer date if the contract was awarded.

David Hales, City Manager, noted that the companies would require time to analyze their costs to see if they would achieve costs savings but also make it profitable for them. He stated the option for purchasing any of the Golf Courses would be considered from these companies as a proposal alternative.

Mayor Renner noted decisions had not been made. These were options being considered. He believed raising green fees might generate the required revenue.

Alderman Black questioned the need for three (3) courses.

Alderman Lower questioned changing the Highland Golf Course operational structure to bring in more revenue. He recommended highlighting same as an exercise course, along with golfing.

5. ADJOURNMENT

Mayor Renner asked for a motion to adjourn the meeting.

Motion by Alderman Buragas, seconded by Alderman Schmidt, that the meeting be adjourned. Time: 6:51p.m.

Motion carried, (Viva Voce).

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

**SUMMARY MINUTES OF THE
COUNCIL RETREAT CITY COUNCIL MEETING
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS
THURSDAY, NOVEMBER 19, 2015; 5:30 P.M.**

The Council convened in a Special Retreat Session in the Bloomington Center for Performing Arts, 600 N. East St., Bloomington 61701 at 5:30 p.m., Thursday, November 19, 2015.

1. CALL TO ORDER

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

2. ROLL CALL

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

Absent: Kevin Lower

Staff Present: David Hales, City Manager; Jeffery Jurgens, Corporate Counsel; Steve Rasmussen, Assistant City Manager; Cherry Lawson, City Clerk.

3. PUBLIC COMMENT

Mayor Renner opened the floor to receive public comment.

The following citizens offered comments to the Council:

Gary Lambert

April Huber

4. MAYOR DISCUSSION

Mayor Renner read the outcomes from September 12, 2015 Retreat. He noted completed projects successes and those projects beginning initiation.

5. DISCUSSION TOPIC

Introduction

Lynn Montei, owner, Lynn Montei Associates, requested Council state celebrations/progress from the September 12, 2015 Retreat.

Accountability Check-in

Council stated and discussed Team Progress priorities:

- Achieving decisive leadership teamwork and partnerships;
- Commit to goals and priorities;
- Clearly define roles and responsibilities of the Mayor, Council and Staff;
- Take a stand for intentional/collaborative team relationships;
- Adopt our Mission Vision Values;
- Being engaged beyond the Community;
- Volunteer group selected to review/update Rules of Procedures for Agendas.

Council discussed goals and progress of the Reputation Team:

- Make the City a place where people want to live and do business
- Be an effective governing body
- Agree to disagree in a respectful manner
- Take personal ownership of behavior and performance
- Be intentional about our good news
- Clearly frame policy matters to inform quality deliberations and decision making
- Improve the draft Council Calendar
- Bring budget proposals forward to obtain collective council guidance
- Establish realistic expectations for having a presence in regional affairs/events
- Host a recognition event and/or open house and invite Community Partners

David Hales, City Manager, noted and discussed possible future Retreat topics:

- Capital Improvement/Operating budget;
- Solid Waste recommendation;
- Golf Courses process with recommendations to be brought forward in 12/2015;
- Bloomington Center for the Performing Arts discussion;
- Downtown Police Hire Back;
- Elimination/reduction of other programs or services.

6. ADJOURNMENT

Mayor Renner asked for a motion to adjourn the meeting.

Motion by Alderman Hauman, seconded by Alderman Mwilambwe, that the meeting be adjourned. Time: 8:03 p.m.

Motion carried, (Viva Voce).

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk



CONSENT AGENDA ITEM: 7B

FOR COUNCIL: January 25, 2016

SUBJECT: Consideration of approving Bills, Payroll and Electronic Transfers in the amount of \$6,145,279.47.

RECOMMENDATION/MOTION: That the bills, payroll and electronic transfers be allowed in the amount of \$6,145,279.47, 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 \$6,145,279.47 (Payroll total \$2,283,492.93, Electronic Transfers total \$32,784.58, Accounts Payable total \$3,706,067.95, Procurement Cards total \$122,934.01).

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Accounts Payable

Reviewed by: Jon C. Johnston, Procurement Manager

Recommended by:

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

David A. Hales
City Manager

Attachment:

- Bills, Payroll and Electronic Transfers on file in the Clerk's office. Also available at www.cityblm.org.
- Summary Sheet Bills, Payroll Report, and Electronic Transfers

Motion: That the bills, payroll and electronic transfers be allowed in the amount of \$6,145,279.47, and orders drawn on the Treasurer for the various amounts as funds are available.



CONSENT AGENDA ITEM NO. 7C

FOR COUNCIL: January 25, 2016

SUBJECT: Consideration of approving the purchase of two (2) Police Patrol Vehicle for Street Crimes Unit of the Police Department.

RECOMMENDATION/MOTION: Recommend that the purchase of two (2) Ford Patrol Police Interceptor Utility vehicles from National Auto Fleet Group using the NJPA (National Joint Powers Alliance) master vehicle contract number 102811 in the amount of \$61,112.00 be approved and the Manager and City Clerk be authorized to execute the necessary documents, and declare the two Ford Crown Victoria's as surplus to be sold at public auction on publicsurplus.com.

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

STRATEGIC PLAN SIGNIFICANCE: In order to be responsive to citizen needs, adequate resources must be provided to employees to fulfill the goal of providing quality basic services.

BACKGROUND: The Police Department has budgeted for this fiscal year, two (2) vehicles for the Street Crimes Division. The money for this purchase is coming from the Drug Enforcement fund. Two of the current vehicles in Street Crimes will be moved to be used as Detective units. The 1999 Crown Victoria with 91,000 miles and a total maintenance cost of \$10,370.26 as well as the 2000 Ford Crown Victoria with 72,000 miles and a total maintenance cost of \$13,017.33, will be rotated out of the City's fleet.

The current police fleet is made up of Chevrolet Impalas, Caprices, Tahoes and Ford Crown Victorias, Police Interceptor Sedans and Utility vehicles. We run a mix of vehicles so that the entire fleet is not down due to a safety recall of which there have been many the past few years. The new units were selected for patrol use because of the increased driver interior space and all-wheel drive capability for use in snow and ice events and are pursuit rated.

NJPA is a nationally recognized joint purchasing cooperative, of which we have been a member for several years and, have made a number of purchases through them over the years.

The two Ford Crown Victoria's will be declared surplus and be sold on public auction using publicsurplus.com.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable

FINANCIAL IMPACT: The two (2) new units will cost \$61,112.00. The Police Department has budgeted \$65,000.00 for the purchase of these units in the Drug Enforcement-Capital Outlay

Licensed Vehicles account (20900900-72130). Stakeholders can locate this in the FY 2016 Budget Book titled "Other Funds & Capital Improvement Program" on page 19.

Respectfully submitted for Council consideration.

Prepared by: Rob Krones, Superintendent of Fleet Maintenance

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

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:

- National Auto Fleet Group Quote

Motion: That the purchase of two (2) Ford Patrol Police Interceptor Utility vehicles from National Auto Fleet Group using the NJPA (National Joint Powers Alliance) master vehicle contract number 102811 in the amount of \$61,112.00 be approved and the Manager and City Clerk be authorized to execute the necessary documents, and declare the two Ford Crown Victoria's as surplus to be sold at public auction on publics surplus.com.

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			

National Auto Fleet Group

A division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
855 BUY-NJPA 626-457-5590
855 289-6572 626-457-5593

January 21, 2016

Mr. Rob Krones
City of Bloomington
P.O. Box 3157
Bloomington, IL 61702-3157
Delivery via Email

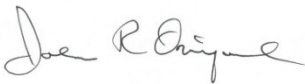
Dear Mr. Krones,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Bloomington, new/unused 2016 detective Police Interceptor Utilities responding to your requirement with the attached specifications for \$ 30,556.00 plus any applicable taxes or fees. These vehicles are available under the NJPA master vehicle contract# 102811. The order must be placed before January 28th 2016 in order to maintain the current Ford government concessions.

Terms are net 30 days.

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.



John Oviyach
National Account Law Enforcement Manager
National Auto Fleet Group



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

FOR COUNCIL: January 25, 2016

SUBJECT: Consideration of review and analysis of Bids and approval of Contract for the Ryan Drive Water Main Replacement with George Gildner, City Bid No. 2016-26.

RECOMMENDATION/MOTION: That the base bid prices from George Gildner, Inc. be accepted, the contract be awarded in the amount of \$242,559.00 and the City Manager and City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective #2 – Quality Water for the Long Term and Objective #5 – Investing in the City’s future through a realistic, funded capital improvement program.

BACKGROUND: The existing 4” water main on Ryan Drive, constructed in the early 1950’s is undersized for the area served. In addition, records indicate that we have had several water main breaks in this neighborhood in recent years. In coordination with Public Works Department, it has been determined that this section of street is in need of resurfacing. The Water Department managed consultant prepared design documents that include both the water main replacement, as well as resurfacing of the street.

The Water Department has budgeted to replace the water main on Ryan Drive with the new 8” ductile iron water main. The construction contract includes both the new water main and the curb to curb street resurfacing.

Requests for bids for the above-mentioned project were advertised and 19 plan sets were picked up by interested contractors. Four sealed bids for the project were opened at 11:00 a.m., December 21, 2015. The following is the summary of the bids received from the lowest to the highest. The bid tabulation is attached.

Engineer's Estimate	\$400,000.00
Bidders Name	Base Bid Amount
* George Gildner Inc.	\$242,559.00
Stark Excavating Inc.	\$266,812.00
Hoerr Construction, Inc.	\$294,998.20
GA Rich & Sons, Inc.	\$342,599.00

*Recommended, responsible low bidder.

Staff and our design engineering firm, Clark Dietz, Inc. have analyzed these bids and recommend the acceptance of the lowest bid from George Gildner, Inc. in the amount of \$242,559.00.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Neighbors along Ryan Drive.

FINANCIAL IMPACT: Payment for the Ryan Street water main replacement and Street resurfacing in the amount of \$242,559.00 will be made from the Water Transmission & Distribution-Water Main Construction & Improvement account (50100120-72540). Stakeholders can locate this in the FY 2016 Budget Book titled “Other Funds & Capital Improvement Program” on page 120.

Respectfully submitted for Council consideration.

Prepared by: Brett Lueschen, Superintendent of Water Distribution

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

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:

- Ryan Drive Bid Tabulation
- Ryan Drive Contract

Motion: That the base bid prices from George Gildner, Inc. be accepted, the contract be awarded in the amount of \$242,559.00 and the City Manager 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			

City of Bloomington Bid Tabulation
Bid #2016-26 Ryan Street Water Main Replacement
Opening: December 21, 2015 at 11:00 a.m.

Work Item	Description, Unit of Measure	Estimated Quantity	Bidders Name		Bidders Name		Bidders Name		Bidders Name	
			George Gildner, Inc.		GA Rich & Sons, Inc.		Stark Excavating, Inc.		Hoerr Construction, Inc.	
			Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	8-Inch Diameter DIP Water Main, Open Cut, Backfill Method 4, per Lineal Foot	557 LF	\$ 80.00	\$ 44,560.00	\$ 98.00	\$ 54,586.00	\$ 200.00	\$ 111,400.00	\$ 87.00	\$ 48,459.00
2	8-Inch Diameter DIP Water Main, Open Cut with 16" Casing, Backfill Method 2, per Lineal Foot	30 LF	\$ 142.00	\$ 4,260.00	\$ 134.00	\$ 4,020.00	\$ 249.00	\$ 7,470.00	\$ 190.00	\$ 5,700.00
3	12-Inch Diameter DIP Water Main Quality Sewer, Open Cut, Backfill Method 4, per Lineal Foot	30 LF	\$ 108.00	\$ 3,240.00	\$ 141.00	\$ 4,230.00	\$ 120.00	\$ 3,600.00	\$ 230.00	\$ 6,900.00
4	Sanitary Lateral Connection, 6-Inch Diameter DIP Water Main, Open Cut, Backfill Method 4, per Lineal Foot	30 LF	\$ 73.00	\$ 2,190.00	\$ 88.00	\$ 2,640.00	\$ 90.00	\$ 2,700.00	\$ 150.00	\$ 4,500.00
5	Connection to Existing Water Main, per Each	1 EA	\$ 1,600.00	\$ 1,600.00	\$ 588.00	\$ 588.00	\$ 1,300.00	\$ 1,300.00	\$ 5,000.00	\$ 5,000.00
6	Connection to Existing Water Main With Tapping Sleeve and Valve, per Each	1 EA	\$ 3,000.00	\$ 3,000.00	\$ 3,891.00	\$ 3,891.00	\$ 2,950.00	\$ 2,950.00	\$ 5,000.00	\$ 5,000.00
7	8-Inch Gate Valve and Box, per Each	2 EA	\$ 1,600.00	\$ 3,200.00	\$ 1,868.00	\$ 3,736.00	\$ 1,350.00	\$ 2,700.00	\$ 1,250.00	\$ 2,500.00
8	Fire Hydrant Assembly, per Each	1 EA	\$ 5,400.00	\$ 5,400.00	\$ 5,935.00	\$ 5,935.00	\$ 7,300.00	\$ 7,300.00	\$ 5,600.00	\$ 5,600.00
9	1-Inch Service Tap and Connection, per Each	20 EA	\$ 1,200.00	\$ 24,000.00	\$ 2,599.00	\$ 51,980.00	\$ 0.01	\$ 0.20	\$ 1,400.00	\$ 28,000.00
10	1-Inch Service Tap and Connection (with casing), per Each	20 EA	\$ 1,260.00	\$ 25,200.00	\$ 2,638.00	\$ 52,760.00	\$ 0.01	\$ 0.20	\$ 1,420.00	\$ 28,400.00
11	Storm Sewer Inlets, per Each	2 EA	\$ 800.00	\$ 1,600.00	\$ 2,500.00	\$ 5,000.00	\$ 1,175.00	\$ 2,350.00	\$ 2,000.00	\$ 4,000.00
12	Abandonment of Existing Water Main, Valves, Hydrants, Service Connections, Lump Sum	1 LS	\$ 1,600.00	\$ 1,600.00	\$ 7,430.00	\$ 7,430.00	\$ 1,800.00	\$ 1,800.00	\$ 6,000.00	\$ 6,000.00
13	Removal and Disposal of Unsuitable Material (IDOT Pay Item 20201200), per Cubic Yard	56 CY	\$ 35.00	\$ 1,960.00	\$ 35.00	\$ 1,960.00	\$ 34.00	\$ 1,904.00	\$ 35.20	\$ 1,971.20
14	Porous Granulat Embankment (IDOT Pay Item 20700220), per Cubic Yard	56 CY	\$ 52.00	\$ 2,912.00	\$ 70.00	\$ 3,920.00	\$ 60.00	\$ 3,360.00	\$ 95.50	\$ 5,348.00
15	Preparation of Base (IDOT Pay Item 35800100), per Square Yard	1,500 SY	\$ 2.60	\$ 3,900.00	\$ 2.48	\$ 3,720.00	\$ 2.50	\$ 3,750.00	\$ 2.50	\$ 3,750.00
16	Aggregate Base Repair (IDOT Pay Item 35800200), per Ton	145 Ton	\$ 29.00	\$ 4,205.00	\$ 28.60	\$ 4,147.00	\$ 28.00	\$ 4,060.00	\$ 28.60	\$ 4,147.00
17	Aggregate For Temporary Access (IDOT Pay Item 40201000), per Ton	50 Ton	\$ 37.00	\$ 1,850.00	\$ 55.00	\$ 2,750.00	\$ 0.01	\$ 0.50	\$ 22.00	\$ 1,100.00
18	Bituminous Materials (Prime Coat) (IDOT Pay Item 40600275), per Pound	3,840 LB	\$ 0.70	\$ 2,688.00	\$ 0.70	\$ 2,688.00	\$ 0.68	\$ 2,611.20	\$ 0.70	\$ 2,688.00
19	Mixture for Cracks, Joints and Flangeways (IDOT Pay Item 40600400), per Ton	1 Ton	\$ 560.00	\$ 560.00	\$ 550.00	\$ 550.00	\$ 530.00	\$ 530.00	\$ 550.00	\$ 550.00
20	Leveling Binder (Machine Method), N50 (IDOT Pay Item 40600625), per Ton	357 Ton	\$ 123.00	\$ 43,911.00	\$ 121.00	\$ 43,197.00	\$ 117.00	\$ 41,769.00	\$ 121.00	\$ 43,197.00
21	Hot-Mix Asphalt Surface Course, Mix "C", N30 (IDOT Pay Item 40603305), per Ton	176 Ton	\$ 129.00	\$ 22,704.00	\$ 126.00	\$ 22,176.00	\$ 120.00	\$ 21,120.00	\$ 126.50	\$ 22,264.00
22	Hot-Miz Asphalt Surface Removal, 5" (IDOT Pay Item 44000169), per Square Yard	1,770 SY	\$ 5.50	\$ 9,735.00	\$ 5.25	\$ 9,292.50	\$ 5.00	\$ 8,850.00	\$ 5.25	\$ 9,292.50
23	Combination Curb and Gutter Removal (IDOT Pay Item 44000500), per Lineal Foot	200 LF	\$ 7.20	\$ 1,440.00	\$ 10.08	\$ 2,016.00	\$ 10.00	\$ 2,000.00	\$ 10.00	\$ 2,000.00

City of Bloomington Bid Tabulation
Bid #2016-26 Ryan Street Water Main Replacement
Opening: December 21, 2015 at 11:00 a.m.

Work Item	Description, Unit of Measure	Estimated Quantity	Bidders Name		Bidders Name		Bidders Name		Bidders Name	
			George Gildner, Inc.		GA Rich & Sons, Inc.		Stark Excavating, Inc.		Hoerr Construction, Inc.	
			Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
24	Portland Cement Concrete Driveway Pavement 6', Special (IDOT Pay Item X4230710), per Square Yard	50 SY	\$ 52.00	\$ 2,600.00	\$ 91.00	\$ 4,550.00	\$ 120.69	\$ 6,034.50	\$ 79.20	\$ 3,960.00
25	HMA Driveway Pavement, per Square Yard	50 SY	\$ 34.00	\$ 1,700.00	\$ 33.25	\$ 1,662.50	\$ 68.46	\$ 3,423.00	\$ 33.25	\$ 1,662.50
26	Manholes To Be Adjusted (Special) (IDOT Pay Item X6025600), per Each	1 EA	\$ 580.00	\$ 580.00	\$ 1,650.00	\$ 1,650.00	\$ 1,250.00	\$ 1,250.00	\$ 1,815.00	\$ 1,815.00
27	Valve Boxes To Be Adjusted (Special) (IDOT Pay Item X6026624), per Each	7 EA	\$ 172.00	\$ 1,204.00	\$ 642.00	\$ 4,494.00	\$ 1,000.00	\$ 7,000.00	\$ 642.00	\$ 4,494.00
28	Combination Concrete Curb and Getter, Type C-6.18 (Special) (IDOT Pay Item C6060048), per Lineal Foot	200 LF	\$ 34.00	\$ 6,800.00	\$ 93.00	\$ 18,600.00	\$ 41.00	\$ 8,200.00	\$ 86.00	\$ 17,200.00
29	Granular Trech Stabilization, per Ton	10 Ton	\$ 16.00	\$ 160.00	\$ 93.00	\$ 930.00	\$ 58.00	\$ 580.00	\$ 50.00	\$ 500.00
30	Traffic Control and Protection (Special) (IDOT Pay Item X7010216), Lump Sum	1 LS	\$ 1,200.00	\$ 1,200.00	\$ 4,500.00	\$ 4,500.00	\$ 1,800.00	\$ 1,800.00	\$ 2,000.00	\$ 2,000.00
31	General Cost Items, Lump Sum	1 LS	\$ 12,600.00	\$ 12,600.00	\$ 13,000.00	\$ 13,000.00	\$ 5,000.00	\$ 5,000.00	\$ 17,000.00	\$ 17,000.00
	Base Bid Amount		\$ 242,559.00		\$ 342,599.00		\$ 266,812.60		\$ 294,998.20	
	Rec'd Date & Time and Staff Initials		12/21/15 10:47am		12/21/15 10:46am		12/21/15 10:44am		12/21/15 10:43am	
	Bid Signed		Yes		Yes		Yes		Yes	
	Bid Bond		Yes		Yes		Yes		Yes	
	Mandatory City Documents		Yes		Yes		Yes		Yes	
	Addendum #1		Yes		Yes		Yes		Yes	
	Addendum #2		Yes		Yes		Yes		Yes	
	Addendum #3		Yes		Yes		Yes		Yes	
	Addendum #4		Yes		Yes		Yes		Yes	

*Disclaimer: This Bid tabulation is for record of the Bid opening. Bids have not been reviewed and have not been presented to council. This does not represent any Award. Prices or options/alternates will not be included on the tabulation.

_____	_____
_____	_____
_____	_____
_____	_____

**CITY OF BLOOMINGTON
CONTRACT WITH**

FOR

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

NOW THEREFORE, the parties agree as follows:

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

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

_____ (hereinafter "Request")

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

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

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

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

___ Fees as set forth in the Procurement Documents.

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

By: _____
Its _____

ATTEST:

By: _____
City Clerk

By: _____
Its _____



CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: January 25, 2016

SUBJECT: Consideration of approving the purchase for one (1) Sewer Television System and Chassis for the Sanitary Sewer Division of the Public Works Department.

RECOMMENDATION/MOTION: Recommend that the purchase of one (1) Aries Sewer Television System mounted on a Ford F550 Chassis from Aries Industries Inc. using the H-GAC (Huston Galveston Area Council) joint purchasing master vehicle contract number SC01-15 Spec number H151229 in the amount of \$179,104.00 be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: In order to be responsive to citizen needs, adequate resources must be provided to employees to fulfill the goal of providing quality basic services.

BACKGROUND: The Sanitary Sewer Division of the Public Works Department currently has a 2000 Ford E450 with a High-Cube van body. This unit is equipped with an Aries Sewer Television System. This unit has 80,299 miles and 5,238 hours. Maintenance cost to date for chassis and camera equipment repairs performed by Fleet Maintenance staff is \$85,698.77. This unit was refurbished in 2009. The camera equipment is still functional in this unit and will interchange with the new unit. This unit is used daily for the inspection of City's sewer pipes. The new unit will utilize the cameras and tractors (camera transporters or carriers) from the old unit. The old unit will be retained as a backup to be used when the new unit is down for repairs.

HGAC is a nationally recognized joint purchasing cooperative, of which we have been a member for several years and, have made a number of purchases through them over the years.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:

FINANCIAL IMPACT: Sanitary Sewer Division of the Public Works Department has budgeted \$174,830.00 for the purchase of this unit in the FY 2016 Capital Lease-Capital Outlay Licensed Vehicles account (40110133-72130). The new unit will cost \$179,104.00, sufficient funds exist in the lease budget to cover the difference of \$4,274.00.

Respectfully submitted for Council consideration.

Prepared by: Rob Kronen, Superintendent of Fleet Maintenance

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

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:

- Aries Specs H151229
- Aries Quote H151229
- Ques Camera Truck Quote

Motion: That the purchase of one (1) Aries Sewer Television System mounted on a Ford F550 Chassis from Aries Industries Inc. using the H-GAC (Huston Galveston Area Council) joint purchasing master vehicle contract number SC01-15 Spec number H151229 in the amount of \$179,104.00 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			



EQUIPMENT PROPOSAL



This sewer television system is delivered complete, ready for operation. The system includes a pan & tilt camera and transporter with light head capacity from relined 6" to 24" lines. The generator Aries installed in Bloomington truck S40 (Aries TR217542) in December 2012 will be used for this installation.

1 Ford F550 16' high-cube van, 19500 GVWR, 6.7L diesel engine. See detailed specs for full vehicle specifications, to which Aries includes:

- 2 Full width rear bumper steps, high grip tread
 - 1 32" wide high grip tread step, hinged, with positive locking positions
- 1 Backup alarm
- 1 Arrow bar, rear facing, with controls in cab
- 2 Adjustable floodlights, mounted above rear doors
- 2 Amber strobe lights, 1ea mounted front and rear of roof, with controls in cab

Truck Chassis

201" wheelbase, 120" cab-to-axle
19,500lb gross vehicle weight rating
Front GAWR 7000lb, coil spring suspension with 32mm stabilizer bar and 1.38" diameter gas shock absorber
Rear GAWR 14706lb, multi-stage leaf suspension with 27mm stabilizer bar and 1.38" diameter gas shock absorber
(6) tires, 225/70R19.5G BSW A/S
(6) wheels, 19.5" x 6.00" steel disc 10-hole
Power steering
Hydraulic front and rear disc brakes
12V 200A alternator
Dual 12V 78A·h 750CCA automotive battery
ICC running lights plus standard lights including stop, turn, reverse, plate, and 4-way
Mud flaps
40g fuel tank, driver's side fill
Front tow hooks
PTO provision

Drivetrain

6.7L turbo diesel and B20 V8 engine, 300hp @ 2800rpm, 660lb·ft @ 1600rpm
Differential ratio 4.88, limited slip
Heavy-duty automatic 6-speed transmission with overdrive and auxiliary oil cooler
Dry type air filter
Spin on type oil filter, disposable type
Fuel filter
Heavy-duty cooling system
Engine block heater

Cab

Fresh air heater and defrosters
Cab air conditioning



EQUIPMENT PROPOSAL

AM/FM/CD/MP3 radio
40/20/40 vinyl split front bench seat with center armrest, cupholder, storage, and manual driver-side lumbar support
Molded black cab steps
Intermittent windshield wipers with washers
12V dome light
Dual rear view mirrors, external, manual swing-away type with standard top and convex bottom section, retractable and adjustable
Tilt steering wheel
Steering wheel mounted cruise control

High-cube Body

Aluminum construction
84" interior clear height
96" exterior width
Minimum interior load space of 188"
Flat floor with undercoating
LED lighting package
Rear door grab handles, qty.2
Full opening rear doors with 3 hinges per door, cam lock, and positive hold-open clamps at head height
Side door, 24" wide, with inside release and qty.3 RV-style pull out steps and grab handle

1 Customer-supplied Onan CMQD generator, S/N K120412479

TR217542 installation picture below



1 New generator installation and accessories, including:

- 1 Generator enclosure lined with fire retardant and noise reduction material
- 1 Hinged, vented cover with lock mechanism and air spring supports
- 1 Airflow separating mounting bridge
- 1 Exhaust system with internal muffler
- 1 Auxiliary battery, 12V DC and case
- 1 DC converter, 45A
- 1 Electric distribution panel and circuit breaker box, 12P



EQUIPMENT PROPOSAL



- 1 Electric supply transfer system, house power or generator system, automatic, 50A
- 1 35' cord and house power receptacle with cover
- 1 System engineering panel to include:
 - 1 Generator volt meter
 - 1 Generator frequency meter
 - 1 Generator hour meter
 - 1 Generator start/stop switch

1 High-cube "Command Center" control room interior including:

- 1 Lonplate non-skid floor covering
- 1 White Kemlite wall covering
- 1 White Kemlite ceiling covering
- 1 Bulkhead wall with sliding Plexiglas window and swing passage door to equipment room
- 1 Roof mounted air conditioner, 13500 BTU with 5600 BTU heat strip
- 1 Wall mounted 1500-Watt heater
- 1 Modular control center, 19" rack mounted above the bulkhead window
- 1 Ergonomically contoured and finished control desk
- 1 Fluorescent lighting system
- 3 Quad grounded 120V AC sockets
- 1 Duplex grounded 120V AC sockets
- 1 Operator chair, swivel with casters
- 1 Padded bench seat with storage underneath
- 1 Closet/cabinet/storage space, 20"W x 20"D x 60"H, minimum 4 removable shelves

1 High-cube van equipment room interior including:

- 1 Lonplate non-skid floor covering
- 1 White Kemlite wall covering
- 1 White Kemlite ceiling covering
- 2 Quad electrical outlets, 120V AC grounded
- 1 Duplex weatherproof GFCI electrical outlet, 120VAC
- 1 Fluorescent lighting system
- 1 Set equipment storage hooks
- 1 Work bench with Lonplate worktop and vise
- 1 Storage shelves over work bench approximately 4' long with fluorescent light underneath
- 1 Equipment aluminum storage shelves, 2 levels, 36x18, between reel and bulkhead
- 1 7-drawer tool chest
- 1 Tie down brackets along floor, shipped loose for customer install
- 1 Fire extinguisher, 10lb, 4A60 B:C rating, OSHA/DOT-approved

1 Water wash down system for equipment clean-up including:

- 1 Water storage tank, 19-gallon
- 1 Set of fill, vent and drain connections
- 1 Water tank demand pump
- 1 25' retractable wash down hose with spring-loaded hand nozzle

1 Wash sink with faucet, drain and 8-gallon gray water tank under vehicle



EQUIPMENT PROPOSAL



1 Equipment hoist, 500lb. rating

- 1 Mounting kit for side of custom reel frame

1 17" LCD flat panel monitor, mounted to control room desktop, TV viewing

1 22" LCD flat panel monitor, mounted to control room desktop, PC viewing

1 19" LCD flat panel monitor, mounted rear facing in the equipment room

1 Rack-mounted computer and video overlay system, including:

- 1 VL5000 data logging overlay module, rack mounted
- 1 Industrial hardened case with air filtering, shock mounts for hard drive and CPU fan, peripheral cards support bar, 19" rack, 3U high
 - 2.66GHz Intel Quad Core i5 processor
 - 8GB of RAM, DDR3
 - 1TB SATA hard drive, 7200rpm, storage
 - 120GB solid state hard drive, boot
 - (1) LAN port, rear of PC
 - (12) USB ports, (2) located on front of PC
 - DVD burner, 48x CD-R, 36x CD-RW, 24x DVD±R, 16x DVD-ROM, 8x DVD+R, 6x DVD-R, 12x DVD±DL
- 1 Wireless keyboard and optical mouse
- 1 Windows 7 operating system, with 32-bit capability
- 1 1TB USB-connection external hard drive
- 1 UPS back-up battery system, rack mount
- 1 Ink Jet printer, color, HP, USB port
- 1 Microphone with on/off switch for placing audio onto inspection video
- 1 Video capture device for Pipetech software

NOTE – City of Bloomington to supply existing Pipetech license for transfer to new computer

1 Aries Master Controller system, with:

- 1 Rack mounted control unit
- 2 Hand held controllers for camera and tractor operation
- 1 Monitoring and control software

1 Aries PE3410 Pathfinder series zoom pan and tilt camera w/ high intensity LED light ring and integrated self-cleaning lens wiper system, including:

- Pathfinder zoom pan and tilt camera w/ multi-axis continuous rotation
- Integrated self-cleaning lens wiper system
- 40X zoom (10X optical & 4X digital)
- Maintenance-free forward facing true color warm white directional LED lighting modules, positioned in the arms of the camera
- Maintenance-free true color warm white directional LED directional lighting system with for inspecting up to 36" pipelines
- White balance optimization with (4) selectable settings
- "Starlite" light enhancement feature with (4) user selectable enhancement steps



EQUIPMENT PROPOSAL



- “One Touch Scanning” feature with (2) user selectable continuous joint scan presets
- “Quick Look” preset view positions (6) (Up, Down, Right, Left, Lat R, Lat L)
- Fast-check pressure monitoring system
- On-screen camera diagnostics functions including:
 - Camera model, serial number, software revision
 - Camera operating hours, regulated voltage value, head temperature
 - Camera internal pressure, control error recognition, LED current value
- 1 Camera/tractor storage and transport case
- 1 Camera recharge kit

1 Aries TR3310 Pathfinder steerable self-propelled transporter for relined 6” to 24” lines, including:

- 1 Tractor assembly with continuous duty drive motors
- 6 3³/₈” rubber wheels for relined 6” lines
- 4 4³/₈” rubber wheels for 6” & 8” sewer lines
- 4 4³/₈” extended hub rubber tires for 8” sewer lines
- 4 5” extended hub rubber tires for 10” - 15” sewer lines
- 4 5” dually extended hub rubber tires for 15” and larger sewer lines
- 1 Fast-check pressure monitoring system
- 1 Integrated inclinometer system
- 1 Integrated 512 Hz locating beacon
- 1 Remotely-operated electric camera lifting mechanism
- 1 Rear viewing camera with LED lighting
- 1 Auxiliary high power detachable light head
- 1 Storage and transport case
- 1 Set maintenance parts
- 2 3” carbide impregnated high traction wheels
- 2 4” carbide impregnated high traction wheels
- 2 4” extended hub carbide impregnated high traction wheels
- 2 5” extended hub carbide impregnated high traction wheels

1 Pathfinder cable and reel assembly, including:

- 1 Heavy-duty frame, drum and motor assembly with clutch and cable level wind assembly
- 1 Footage meter with local LCD footage display and encoder for footage signal to remote video data display system
- 1 Hand held reel controller with 20’ cable, mounted in desktop
- 1 Emergency hand crank arm
- 1 1000’ of lightweight low friction multi-conductor cable
- 1 Spare cable termination kit
- 1 Sealed continuous contact collector assembly, 12-slip rings minimum
- 1 Telescoping swivel cable guide roller assembly
- 1 Drip pan with drain
- 1 Interconnect cable to TV system electronics, 24-pin
- 1 Test cable, Pathfinder system
- 1 Mounting bridge with tractor storage underneath

EQUIPMENT PROPOSAL

1 Customer-supplied Pathfinder reel, S/N PR330012123106



1 New reel components, including:

- 1 Hand held reel controller with 20' cable, mounted in desktop
- 1 Custom frame over new Pathfinder reel
- 1 Interconnect cable to TV system electronics, 24-pin, with storage plug on wall
- 1 Re-termination of existing cable

1 Cable manhole guide system including:

- 1 Manhole top roller assembly
- 1 Manhole bottom roller assembly and adapter hook
- 5 Quick lock extension poles
- 1 Insertion and extractor pole assembly and tractor adapter
 - 3 Quick lock extension poles
- 1 Downhole pole mounting brackets

2 DVD – operation / maintenance and spare parts manuals

1 Maintenance tool kit

1 Delivery of system

2 Days of training

1 One year warranty, TV system



CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:

SC01-15

Date Prepared:

12/29/2015

This Form must be prepared by Contractor and given to End User. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.

Buying Agency:	City of Bloomington, IL	Contractor:	Aries Industries, Inc.
Contact Person:	Rob Kronen	Prepared By:	Mike Burczyk
Phone:	309-434-2296	Phone:	800-234-7205 x5631
Fax:	309-434-2279	Fax:	262-896-7099
Email:	rkronen@cityblm.org	Email:	Mike.Burczyk@ariesindustries.com

Product Code:	G004	Description:	Hi-Cube Van "2.02.51 Hi-Cube Mounted Inspection System", including: Ford E450 gas cutaway with 16' aluminum hi-cube body; basic hi-cube interior carpentry and outfitting; 5.5kW on-board generator; PE2620 LED pan and tilt camera; rack-mounted Power Control Unit (PCU); VL5000 data display system with 15" LCD monitor; DVD rack mounted recorder PR1200 reel with 1000' of multi-conductor cable; TR2000 tread drive tractor for 6"-15" lines; maintenance kit; and downhole equipment. Note - not valid in HI, LA, and TX.
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 131971

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Subtotal From Additional Sheet(s):			44673
Subtotal B:			44673

C. Unpublished Options - Itemize below - Attach additional sheet if necessary
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
TX449: Sub New Housing and Existing CMQD Genset for New 5.5kW Gas	-2282		
TX450: Sub Master Controller for Std M/C	5380		
TX452: Add re-terminated customer reel and accessories	930		
Subtotal From Additional Sheet(s):			
Subtotal C:			4028

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 2%

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	180672	=	Subtotal D:	180672
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E. Other Charges, Trade-Ins, Allowances, Discounts, Etc.

Description	Cost	Description	Cost
Delivery to 61701	420		
Discount to City of Bloomington, IL	-1988		
Subtotal E:			-1568

Delivery Date: 150-180 days **F. Total Purchase Price (D+E):** 179104

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
2.02.51.A-1: Add computer system with printer, UPS, and 15" LCD monitor	5225	2.02.51.D-4: Add 7-drawer tool chest	1097
2.02.51.B-1: Add front and rear strobes to roof	599	2.02.51.D-5: Add reel mounted hoist	3567
2.02.51.B-3: Add rear facing arrow bar	1234	2.02.51.D-11: Add 19-gallon washdown system and 25' retractable hose	1318
2.02.51.B-7: Add 24" wide flipup bumper step	635	2.02.51.D-16: Add sink and 8g graywater tank	884
2.02.51.C-1: Add padded bench seat	415	2.02.51.D-19: Add 19"LCD rear monitor	778
2.02.51.C-2: Add storage closet	1443	2.02.51.F-8: Substitute PE3410 Pathfinder Zoom camera for PE2620	2283
2.02.51.C-3: Delete file cabinet	-143	2.02.51.G-5: Substitute 1000' Pathfinder cable and reel for multi-conductor	-2942
2.02.51.C-4: Add 1500W wall heater	432	2.02.51.M-15: Substitute TR3310 Pathfinder Lift tractor for TR2000	8532
2.02.51.C-7: Substitute 22" LCD monitor for 15"	101	(Qty.4) 2.02.51.M-24: Add carbide wheels (pair)	1288
2.02.51.D-1: Add overhead shelves above workbench	267	2.02.51.M-25: Add (4) 5" dually wheels	1191
2.02.51.D-3: Add stacked aluminum shelving	429	2.02.51.X-2: Substitute Ford F550 diesel for E450 gas	16040
		Subtotal From Additional Sheet(s):	
		Subtotal B:	44673



Specifications for: Bloomington, IL
Dealer: EJ Equipment

Ohio STS 670
Contract No.: 800001

**Ford E-450 DRW Cutaway Mounted Mainline TV Inspection System
 Base Unit**

Manufacturer	Model	Description	Price
CUES	E-450-DRW	Ford E-450 DRW Cutaway Mounted Mainline TV Inspection Summit System for the inspection of 6" and larger Sanitary Sewers and Storm Drains	\$156,537.00

- 1 FORD E-450 GAS CUT-A-WAY 176" WB 2X4 CHASSIS**
 - 1 6.8L SOHC EFI Triton V10 Engine
 - 1 5-Speed Automatic Transmission with OD including:
 - 1 Auxiliary Cooler
 - 1 Tow / Haul Mode
 - 1 4.56 Axle Ratio
 - 1 14,500 lb. GVWR
 - 1 176" Wheel Base
 - 1 Standard Driver / Passenger Seat with Seat Belts and Sun Visors
 - 1 12-Volt Light in Cab Area
 - 1 Cab Air Conditioner
 - 1 AM / FM Radio

- 1 16' CARGO BOX WITH WALKTHRU**
 - 1 Aero Cap with Walk Thru
 - 1 2" X 6" Dense Pine Flooring
 - 1 LED Light Package Includes Body Clearance and Stop / Tail / Turn
 - 1 Full Width Barn Doors with CAM (Pipe) Locks on Each Door
 - 2 Laminated Steel Lock
 - 1 Kemlite Covering on Inside Rear Doors
 - 1 Back up Alarm

- 1 BULKHEAD WALL BETWEEN CAB AND CONTROL ROOM**
 - 1 Door

- 1 TV HIGH CUBE VAN EXTERIOR LIGHTING & CONTROL ROOM TO INCLUDE:**
 - 2 Amber Electronic Strobe Warning Beacons
 - 2 LED Adjustable Floodlights Rear of Vehicle Area Illumination
 - Control Room Interior:
 - 1 Lonseal Lonplate Flooring
 - 1 Kemlite Wall & Ceiling Covering
 - 1 Bulkhead Wall with Passage Door and Full width viewing window
 - 1 "Safety Plus Visual" Viewing Window in Bulkhead Wall
 - 1 Above Desk Control Console with Rack Mount for Electronic Equipment
 - 1 Desktop / Work Area
 - 1 110-Volt Fluorescent Light Fixture
 - 1 Electrical Outlet with Dual Receptacles
 - 1 Fire Extinguisher with Bracket, 10BC Rating
 - 1 Operators Chair, Swivel with Casters
 - 1 12-Volt Courtesy Light

- 1 CARBON MONOXIDE DETECTOR MOUNTED IN INTERIOR OF UNIT**

- 1 ROOF TOP AIR CONDITIONER, 13,500 BTU WITH HEAT STRIP**



Specifications for: Bloomington, IL
Dealer: EJ Equipment

Ohio STS 670
Contract No.: 800001

- 1 TV HI-CUBE VAN EQUIPMENT ROOM INTERIOR TO INCLUDE:**
 - 1 Kemlite Wall & Ceiling Covering
 - 1 Climate Controlled Breaker Box/Electronics Storage Area with Locking Positive Latches
 - 1 Electrical Outlet with Dual Receptacles
 - 1 110-Volt Fluorescent Light Fixture
 - 1 12-Volt Courtesy Light with 15 Minute Timer Located at Rear Door Area

- 1 LONSEAL LONPLATE FLOORING IN EQUIPMENT ROOM**

- 1 7000 WATT GAS ONAN GENERATOR**
 - 1 120 Volt 60 HZ 7000 Watt (Minimum) Commercial Grade Generator
 - 1 Gasoline Powered
 - 1 Electric Start

- 1 GENERATOR COMPARTMENT [UNDER CHASSIS MOUNT]**
 - 1 Generator Remote Start / Stop Cable Assemble
 - 1 Generator Storage Compartment with Lockable External Access Door
 - 1 Commercial Power Supply Receptacle, 25' Cord, and Plug
 - 1 Electrical Supply Center with Circuit Breaker Box
 - 1 Commercial power and Generator Power Connectors
 - 1 Automatic Power Transfer Switch

- 1 DIGITAL ENGINEERING PANEL**
 - 1 Voltage Readout, Power Supply
 - 1 Hertz Readout, Power Supply
 - 1 Generator Hour Readout
 - 1 Remote Generator Start / Stop Control Switch

- 1 P&T ZOOM M/C CAMERA**
 - 1 Solid State Color Sewer TV Camera
 - 1 Pan & Rotate Camera Head, 40:1 Zoom Ratio, 10x Optical Zoom, 4x Digital Zoom
 - 1 NTSC Color Standard with 4x Light Integration
 - 1 Camera Lighting System for 6" through 72" lines
 - 1 Camera Transportation and Storage Case

- 1 21" TRAC TRANSPORTER M/C TO INCLUDE:**
 - 1 6" Track Transporter with Freewheel and Powered Reverse
 - 1 Y Eliminator

- 1 8"-15" EXTENDERS FOR 21" TRAC TRANSPORTER**

- 1 SPARE PARTS KIT FOR TRAC TRANSPORTER TO INCLUDE:**
 - 1 Additional Chain Links and Rubber Cleats

- 1 12/5/4 ADAPTER CABLE**

- 1 1000' CABLE ASSEMBLY, M/C 12PIN METAL**
 - 1 1000' Gold Multi Conductor Kevlar Fiber Armored Combination TV Transmission / Tow Cable
 - 1 .450 Diameter
 - 1 Metal Splice Chamber with Pigtail
 - 1 Cable Strain Relief

- 1 TV REEL ASSEMBLY, MECHANICAL FOOTAGE FOR SUMMIT .450 CABLE**
 - 1 Black Thermoplastic Powder Coated Frame



Specifications for: Bloomington, IL
Dealer: EJ Equipment

Ohio STS 670
Contract No.: 800001

- 1 Power Level wind & Multi Ratio Manual Transmission
- 1 Footage Meter with Local Counter and Remote Electronic Counter
- 1 Transmission Control at Viewing Station
- 1 Local Reel Mount Electrical and Mechanical Control
- 1 Sealed Continuous Contact Collector Assembly
- 1 Removable Drip Pan for Cleaning

- 1 DVD RECORDER SYSTEM TO INCLUDE:**
 - 1 Rack Mount for DVD
 - 1 DVD Player / Recorder
 - 1 Cable Assembly - DVD to Power Control Unit
 - 1 Handheld Microphone

- 1 19" (MINIMUM) FLATSCREEN COLOR INDUSTRIAL TV MONITOR NTSC / PAL COLOR STANDARDS**

- 1 PCU ASSEMBLY [RACK MOUNT]**

- 1 CCU ASSEMBLY [RACK MOUNT]**
 - 1 Alpha Numeric Information Display, with Multi Paging and Defect Coding
 - 1 Remote "QWERTY" Keyboard for Data Entry
 - 1 On Screen Footage Display
 - 1 WRC and PACP Codes

- 1 WIRED USB CONTROLLER**
 - 1 Joystick Control for Pan and Tilt Zoom Camera to Include:
 - 1 360 Degree Rotate
 - 1 330 Degree Optical Pan
 - 1 Joystick Control for All Steering Functions & Forward / Reverse Directions for Transporter
 - 1 Camera Lift Control for Optional Electronic Camera Lift
 - 1 All Other Controls for Camera to Include:
 - 1 Camera Iris and Focus Override & Zoom
 - 1 Camera Lights & Shutter Control for Light Enhancement
 - 1 Camera Diagnostics & Auto Home
 - 1 Cruise Control to Set Speed of the Transporter for Hands off Operation
 - 1 All Reel Controls to Include: Retrieve, Release, and Variable Speed

- 1 8.7" MINI KEYBOARD**

- 1 MANHOLE TOPROLLER ASSEMBLY, TV ONLY**

- 1 MANHOLE ADAPTER CLAW HOOK**

- 6 RETRIEVAL/DOWNHOLE POLE ASSEMBLY**

- 1 INVERT ROLLER ASSEMBLY**

- 1 RETRIEVAL HOOK**

- 1 MULTI CONDUCTOR TV ONLY TOOL KIT**
 - 1 Milliamp meter Tool
 - 1 Electrical Tape
 - 1 Needle Nose Pliers
 - 1 Six-In-One Screwdriver
 - 1 6" Adjustable Wrench
 - 1 Anti Seize Grease
 - 1 9-Piece Allen Wrench kit



Specifications for: Bloomington, IL
Dealer: EJ Equipment

Ohio STS 670
Contract No.: 800001

- 1 Solder Iron Kit
- 1 Industrial Pliers
- 1 5/32 T-Handle Hex Wrench
- 1 Multi Conductor TV Only Operation Manual
- 1 Parts Catalog
- 1 Cable Repair Kit DVD
- 1 TV Only Training DVD

2 DAYS TRAINING, ON-SITE

Add on:

Chassis/Box Components – \$49,149:

CUES	F-550-DRW	Ford F-550 DRW Diesel Cab Chassis in lieu of E 450 G in base	\$17,106.00
CUES	TR1113	Traffic Director	\$1,416.00
CUES	EQCAB	Safe entry bumper with Cabinet for Transporter	\$3,240.00
CUES	TR1009	Transporter drawer in kick plate	\$1,026.00
CUES	TR1940-2	Two drawer stack Aluminum Storage	\$1,110.00
CUES	TR834	Interior Mounted Electric Crane	\$3,893.00
CUES	WC445	Storage Cabinet under desk top	\$739.00
CUES	TR774	Side Door with Fold down Steps (Control Room)	\$907.00
CUES	WC413	Padded Bench Seat (L-Shaped)	\$1,294.00
CUES	500200A	Wall Heater	\$454.00
CUES	008855	20 Gallon Wash down, sink upper/lower cabinet w/ retractable water hose reel	\$3,317.00
CUES	WC412	Upper Storage Cabinet	\$1,101.00
CUES	GX137	32" Rear Monitor	\$2,275.00
CUES	GX136B	Bulkhead wall upgrade for rear monitor	\$764.00
CUES	TR1090	5 Drawer tool box	\$932.00
CUES	AUTO	Auto Pay out System for TV Cable Reel	\$3,602.00
CUES	WC419	Work top on Reel	\$498.00
CUES	TR1935	EVOIII Ambient Lighting Package	\$4,975.00
CUES	MD633	Wireless controller	\$500.00



Non- Published Add on - \$5,395:

CUES	TRU	TRUVUE System	\$5,395.00
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Camera/Transporter Components - \$36,718:

CUES	MZ904-16	Built in Sonde 512MZ Transmitter	\$2,795.00
CUES	WM350	Compact Steerable Pipe Ranger Wheeled For 6" to 30" Mainline Inspection (IN LIEU OF US21 Ultra Shorty Track Transporter in Base Unit)	\$21,511.00
CUES	WM330	Electric Lift for use with Compact Pipe Ranger	\$7,462.00
CUES	WM307	Steel Wheels to inspect 6" Pipe for CPR Wheeled Transporter	\$1,540.00
CUES	WM308-1	Steel Wheels to inspect 8" Pipe for CPR & WTR Wheeled Transporter	\$1,640.00
CUES	WM310-1	Steel Wheels to inspect 10"-15" Pipe for CPR & WTR Wheeled Transporter	\$1,770.00

Software Non published add on- \$22,283.00:

CUES	GN522	SCHEDULER MODULE GraniteNet SOFTWARE	\$1,615.00
CUES	GN507	PACP MODULE GraniteNet SOFTWARE	\$2,720.00
CUES	GN521	ESRI INTERFACE MODULE GraniteNet SOFTWARE	\$7,555.00
CUES	GN523	ESRI IMPORT MODULE GraniteNet SOFTWARE	\$2,165.00
CUES	GN904	GraniteNet OFFICE KIT	\$1,350.00
CUES	GN538	GraniteNet OFFICE SUPPORT PLAN	\$350.00
CUES	GN536	GraniteNet PREMIUM SOFTWARE SUPPORT PLAN	\$1,800.00
CUES	GN576	DATA GIS SYSTEMS REMOTE ONLINE IMPLEMENTATION ASSISTANCE GraniteNet	\$3,000.00
CUES	GN550	CONSULTING FOR Granite XP-TO-GraniteNet CONVERSION	\$1,728.00

Total Base w/ Add on: \$270,082.00
 Less 11% Discount: <\$29,709.02 >
 Total Price Before Options: \$240,372.98

Options:

CUES	GX545	Scoring Module Inspection Edition	\$3,275.00
CUES	GX527	ArcGis Runtime Engine (only)	\$990.00

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

FOR COUNCIL: January 25, 2015

SUBJECT: Consideration of approving an Intergovernmental Agreement for Storm Water Education Program Services with the Town of Normal, McLean County, and the Bloomington-Normal Water Reclamation District for services to be provided by the Ecology Action Center

RECOMMENDATION/MOTION: That the Agreement for Storm Water Education Program Services in the amount of \$13,186 annually for three (3) years (with a built-in annual inflator equal to the rise in the Consumer Price Index or 3 percent, whichever is less, for years 2 and 3) be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK:

1. Financially Sound City Providing Quality Basic Services
5. Great Place – Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

- 1.e. Partnering with others for the most cost-effective service delivery
- 5.a. Incorporation of “Green Sustainable” concepts into City’s development and plans

BACKGROUND:

The City is currently regulated by the EPA in regards to storm water management through the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit process. This permit requires that the City take specific steps to reduce storm water pollution, which might take the form of pesticides from lawns, sediment from construction sites, plastics bottles, etc. Many of these contaminants pollute waterways thereby discouraging recreational use of the resource, contaminating drinking water supplies, and interfering with the habitat for fish, other aquatic organisms, and wildlife.



As a part of these regulations, the Illinois EPA requires both educational outreach and citizen involvement in regards to the issue of storm water runoff. To fill this need, the Ecology Action Center (EAC) will provide a number of community initiatives such as Clean Water educational programs in the Bloomington-Normal schools and storm drain inlet stenciling.

A newly planned initiative involves removal of nonnative weeds and brush along Sugar Creek and other waterways. Using volunteers, EAC will replace invasive weeds with native plantings.

This intergovernmental agreement is cost-effective because of a pooling of resources to fill a multitude of needs at once. Rather than each taxing body preparing and paying for its own educational outreaches, the taxing bodies jointly contract with EAC to provide competent, consistent outreach across McLean County.

This past year, the Illinois EPA audited the City's MS4 permit and showed great enthusiasm for both the educational and outreach projects and citizen involvement programs which EAC presented.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Michael Brown, the Executive Director of the Ecology Action Center, submitted the final report to the City.

FINANCIAL IMPACT: The \$13,186 for FY 2016 will be billed in February 2016. The bill will be paid from the Storm Water-Other Purchased Services Account (53103100-70690) roll-up group. Stakeholders can locate this in the FY 2016 Budget Book titled "Other Funds & Capital Improvement Program" on page 148.

Respectfully submitted for Council consideration.

Prepared by: Austin Aldag, Miscellaneous Technician, Public Works

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:

- 2016 Storm Water Education Program Services Agreement

Motion: That the Agreement for Storm Water Education Program Services in the amount of \$13,186 annually for three (3) years (with a built-in annual inflator equal to the rise in the Consumer Price Index or 3 percent, whichever is less, for years 2 and 3) 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			

AGREEMENT FOR STORM WATER EDUCATION PROGRAM SERVICES

This agreement is entered into this 1st day of February, 2016, between the City of Bloomington, the Town of Normal, McLean County, and the Bloomington-Normal Water Reclamation District (hereinafter referred to as “City”, “Town”, “County”, and “BNWRD”) and the Ecology Action Center, an Illinois not-for-profit corporation (hereinafter referred to as the “Center”).

A. Purpose of This Agreement

The purpose of this agreement is to establish a framework for the continuing administration and implementation of a storm water education program, hereafter referred to as the “Program” to include storm water education programming for the City, Town, County, and BNWRD and assist the City, Town, County, and BNWRD in meeting the public education and outreach requirements of their National Pollution Discharge Elimination System (NPDES) Phase II Storm Water Management Plans.

B. Period of Agreement

The period of this agreement is (3) years commencing on February 1, 2016 and ending on January 31, 2019. Either party may terminate this agreement for any reason with a minimum of sixty (60) days written notice to the other party.

C. Services

1. City, Town, County, and BNWRD

The City, Town, County, and BNWRD shall:

- a. provide program guidance and oversight; and
- b. provide funding for the Program in accordance with item “D” of this agreement.

2. Center

The Center shall:

- a. provide the storm water education services to the City, Town, County, and BNWRD as outlined in the Appendix A, being the Center’s proposed Storm Water Education Program; and
- b. complete the following reporting requirements: 1) quarterly progress reports to the City, Town, County, and BNWRD; and 2) segregated annual reports to the City, Town, County, and BNWRD in the form

and content required for submittal to the Illinois Environmental Protection Agency.

D. Project Costs:

1. Annual payments of \$13,186 each shall be made by the City and the Town by March 1st, pending receipt of an invoice from the Center by February 15th. Beginning February 1, 2017, such annual payment shall be adjusted on February 1st of each year by the lesser of 3% or the percentage increase in the Consumer Price Index All Urban Consumers All Items Chicago Area Published by the U. S. Department of Labor Bureau of Labor Statistics.
2. Annual payments of \$2,651 shall be made by the County by March 1st, pending receipt of an invoice from the Center by February 15th. Beginning February 1, 2017, such annual payment shall be adjusted on February 1st of each year by the lesser of 3% or the percentage increase in the Consumer Price Index All Urban Consumers All Items Chicago Area Published by the U. S. Department of Labor Bureau of Labor Statistics.
3. Annual payments of \$2,233 shall be made by BNWRD by March 1st, pending receipt of an invoice from the Center by February 15th. Beginning February 1, 2017, such annual payment shall be adjusted on February 1st of each year by the lesser of 3% or the percentage increase in the Consumer Price Index All Urban Consumers All Items Chicago Area Published by the U. S. Department of Labor Bureau of Labor Statistics.

It is understood by all parties that payment in support of this agreement is contingent upon the availability of Program revenue and/or funds provided through the City, Town, County, and BNWRD.

- E. Center shall save and hold the City, Town, County, and BNWRD, (including its officials, agents and employees) free and harmless and indemnify City, Town, County, and BNWRD from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims or judgments, resulting from claimed injury, damage, loss or loss of use for any person, including natural persons and any other legal entity, or property of any kind (including, but not limited to choices in action) arising out of or in any way connected with Center's performance under this agreement.
- F. This agreement may be modified by mutual consent of the parties hereto and agreed to in writing, and does not preclude separate agreements between the Center and individual units of local government for additional services.
- G. Center agrees to execute and does hereby represent that the affirmations contained in Exhibit 1 attached hereto are true and correct.

City of Bloomington

Date

Town of Normal

Date

McLean County

Date

Bloomington-Normal Water Reclamation District

Date

Ecology Action Center

Date

APPENDIX A

The Center shall:

1. Provide the following storm water education services to the City, Town, County, and BNWRD:
 - a. Ongoing program evaluation
 - b. Perform Clean Water education programs in Bloomington-Normal schools and Tri-Valley Elementary School, Hudson Elementary School, and Towanda Elementary School
 - c. Provide informational displays at local events (Earth Day, Sugar Creek Arts Festival, Illinois Sustainable Living and Wellness Expo, etc.)
 - d. Conduct the Yard Smart program to promote reduction in use of synthetic fertilizers
 - e. Encourage reduction of stormwater runoff through coordination of rain barrel workshops and rain garden workshops
 - f. Promote and coordinate public involvement in watershed activities such as stream clean up events, storm drain stenciling and promote related programs such as RiverWatch stream monitoring
 - g. Provide clean water educational efforts in rural areas including the Lake Bloomington community, Towanda and Hudson to encourage proper septic system maintenance, stream buffers, and awareness of storm water issues
 - h. Conduct outreach campaigns through social media and traditional media
 - i. Maintain mCLEANwater.org watershed clearinghouse website as resource for information on local water issues, watershed plans, with online forums of topics related to clean water.
 - j. Coordinate Creek Stewards program on behalf the City and Town. Will recruit, train, and supervise volunteers in removal of exotic weeds and brush along Sugar Creek and other waterways in Bloomington-Normal.
 - k. Provide MS4 “Good Housekeeping” program assistance to the County.

2. Provide for the administration of the program to include:
 - a. Submission of quarterly progress reports to the City, Town, County, and BNWRD on the activities conducted in compliance with this agreement;
 - b. Submission of segregated annual reports to the City, Town, County, and BNWRD, to reflect where practical the separate accomplishments for each entity;
 - c. Combining of relevant programs as appropriate in order to avoid duplication and reduce costs and time;
 - d. Submission of required reports and updates to the Illinois Environmental Protection Agency (IEPA);
 - e. Invoices for services performed in accordance with item “D” of this agreement.

Exhibit 1

Contractor Certification

Contractor on behalf of contractor certifies that the following representations are true and correct and further agrees as a condition of doing business with the Town of Normal, City of Bloomington, County of McLean, and BNWRD to require all of Contractor's subcontractors and sub-subcontractors to certify that the following representations are true and correct for each subcontractor and sub-subcontractor:

1. Contractor certifies that no Town of Normal, City of Bloomington, County of McLean, and BNWRD officer or employee has any interest in the proceeds of this contract.
2. Contractor certifies that same has not committed bribery or attempted bribery of an officer or employee of any governmental official whether on the federal, state or local level.
3. Contractor certifies that same has not been barred from conducting business with any governmental unit whether federal, state or local.
4. Contractor certifies that the business entity its officers, directors, partners, or other managerial agents of the business have not been convicted of a felony under the Sarbanes-Oxley Act of 2002 nor have any of the same been convicted of any felony under state or federal securities laws.
5. Contractor certifies that same has not been barred from contracting with any unit of state or local government as a result of a violation of 720 ILCS 5/33E-3 (bid-rigging) or 720 ILCS 5/33E-4 (bid-rotating).
6. Contractor certifies that same is not delinquent in the payment of any debt or tax due the State or the Town of Normal, City of Bloomington, County of McLean, and BNWRD.
7. Contractor certifies that same has read the Drug-Free Workplace Act (30 ILCS 580/1 et.seq.) and is in compliance with the act on the effective date of this contract.
8. Contractor certifies that same shall maintain books and records relating to the performance of this contract as necessary to support amounts charged under the contract for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract.
9. Contractor agrees to comply with applicable provisions of the Town of Normal Human Rights Ordinance, the Illinois Human Rights Act, the U.S. Civil Rights Act and the Americans with Disabilities Act.
10. Contractor certifies that the same is an "Equal Opportunity Employer" as defined by Section 2000 (e) of Chapter 21, Title 42 U.S. Code Annotated and applicable Executive Orders.
11. Contractor certifies in accordance with the State of Illinois Steel Products Procurement Act (30 ILCS 565/ et.seq.) that steel products used or supplied in

the performance of this contract are manufactured or produced in the United States.

12. Contractor certifies that same is in compliance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/ et seq.)
13. Contractor certifies that same is in compliance with the State of Illinois Public Works Employment Discrimination Act (775 ILCS 10/ et seq.)
14. Contractor certifies that same is in compliance with the State of Illinois Prevailing Wage Act (820 ILCS 130/et seq.)
15. Contractor certifies that for public works contracts exceeding one hundred thousand dollars (\$100,000) in value contractor is in compliance with the Town of Normal Responsible Bidder Ordinance which requires Contractor to participate in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training. (This provision shall not apply to federally funded projects if such application would jeopardize the receipt of use of federal funds in support of such project.)
16. Contractor certifies that same is or is not (please circle applicable designation) a Minority and Female Business Enterprise as defined by the State of Illinois (30 ILCS 575/et seq.)

Contractor: _____

Date: _____

Program Budget

EXPENSES	cost	quantity	subtotal
Clean Water School program			\$ 5,500
Staff time in classroom	\$ 60	60	\$ 3,600
Coordination			\$ 300
Travel to schools			\$ 300
Program supplies			\$ 300
Printing			\$ 200
Cups for sending message home			\$ 800
Yard Smart Program			\$ 9,120
<i>Rain Barrel Workshops</i>	\$ 350	12	\$ 4,200
<i>Yard Smart Garden Walk</i>			\$ 520
<i>yard walk food</i>			\$ 500
<i>Coordination</i>			\$ 600
<i>Promotion</i>			\$ 1,000
<i>Printing</i>			\$ 400
<i>Supplies</i>			\$ 600
<i>Rain Garden maintenance</i>			\$ 500
<i>Demonstration Landscaping maintenance</i>			\$ 800
Community involvement: Volunteer Stream Clean-up, Storm Stenciling Program, etc.			\$ 3,825
<i>Staff time</i>			\$ 2,300
<i>Travel</i>			\$ 225
<i>Stencils</i>			\$ 800
<i>Supplies</i>			\$ 500
Sugar Creek Stewardship Program			\$ 4,000
<i>Sugar Creek Stewards coordination</i>	\$ 240	10	\$ 2,400
<i>Herbicide</i>			\$ 1,000
<i>tools, sprayers</i>			\$ 600
Presentations /Information tables			\$ 2,300
Media campaign, newsletters, displays			\$ 3,500
McLean County Watershed Forum website			\$ 1,000
Administrative Overhead			\$ 4,512
TOTAL			\$ 33,757

REVENUE	cost	quantity	subtotal
Contractual funding			\$ 31,257
<i>City of Bloomington</i>			\$ 13,186
<i>Town of Normal</i>			\$ 13,186
<i>McLean County Highway Department</i>			\$ 2,651
<i>BNWRD</i>			\$ 2,233
Workshop Fees	\$ 40	62.5	\$ 2,500
TOTAL			\$ 33,757



CONSENT AGENDA ITEM 7G

FOR COUNCIL: January 25, 2016

SUBJECT: Consideration of approving the purchase Starcom21 Subscriber Equipment for the Water Department, and approve Motorola Solutions, a State sanctioned Limited Source Provider for this purchase.

RECOMMENDATION/MOTION: That Motorola Solutions, a State sanctioned Limited Source Provider, for the Water Department Starcom21 Subscriber Equipment be approved using the Illinois Department of Central Management Services Contract Number 264-357A, in the amount of \$268,041.20 which includes the equipment, startup expense and warranty, the City Manager and City Clerk be authorized to execute the necessary documents, the Procurement Manager be authorized to issue a Purchase Order.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1a. Budget with adequate resources to support defined services and level of service. Objective 1e. Partnering with others for the most cost-effective service delivery.

BACKGROUND: STARCOM21 is a compliant 700/800 MHz IP based radio system with over 270 radio tower sites across the state with more than 43,000 subscribers, from public safety agencies to municipalities. Starcom offers highly reliable high-speed mobile connectivity in every corner of the state. The ability to communicate and share knowledge in both day-to-day operations and emergency situations is crucial.

The Water Department has been using mobile phones in the past to communicate with staff. Though recently improved the mobile phones are not able to provide reliable communication 100% of the time. Approximately 80% of the Water Department staff working in the field or at remote locations like the Water Treatment Plant that is located 15 miles north of the City. The Department staff constantly experience reception issues with the mobile phones at the treatment plant as well as periodically within the City. The inability to constantly communicate can lead to miscommunication and potential safety issues. These radios provide the ability to efficiently monitor and assign City staff to emerging needs, thus by improving the response to the citizens.

The Police and Fire Departments have already been using the Starcom21 Communication system; and Public Works is looking at requesting to join the Starcom21 network in budget year 2017 as well. In addition this equipment provides the needed equipment for the Water Department to communicate more effectively with other City Departments during regular operations and also during natural disaster emergencies. With the critical operational departments migrating to this system the City ability to respond promptly and efficiently will be improved. The equipment will consist of the following; 40 portables, 8 base stations, and 13 mobile radios that will service all of the divisions within the Water Department. Staff coordinated with Darren Wolf, Communication Center Manager to ensure compatibility with the City's Starcom network.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The Starcom21 Subscriber Equipment in the amount of \$268,041.20 if approved will be paid from Water Transmission & Distribution-Capital Outlay Office & Computer Equipment account (50100120-72120). If approved, a budget transfer of \$268,041.20 from Water Transmission & Distribution-Other Purchased Services (50100120-70690) to Water Transmission & Distribution-Capital Outlay Office & Computer Equipment account (50100120-72120) will be processed. Stakeholders can locate this in the FY 2016 Budget Book titled “Other Funds & Capital Improvement Program” on page 119.

Respectfully submitted for Council consideration.

Prepared by: Brett Lueschen, Superintendent of Water Distribution

Reviewed by: Robert Yehl, PE, Water Director

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

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- MOTOROLA Solutions Quote

Motion: That Motorola Solutions, a State sanctioned Limited Source Provider, for the Water Department Starcom21 Subscriber Equipment be approved using the Illinois Department of Central Management Services Contract Number 264-357A, in the amount of \$268,041.20, the City Manager and City Clerk be authorized to execute the necessary documents, the Procurement Manager be authorized to issue a Purchase Order.

Motion: _____ Seconded by: _____

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



Quote Number: QU0000344296

Effective: 12 DEC 2015

Effective To: 10 FEB 2016

Bill-To:
 BLOOMINGTON, CITY OF
 PO BOX 3157
 BLOOMINGTON, IL 61702
 United States

Ultimate Destination:
 BLOOMINGTON, CITY OF
 109 E OLIVE ST
 BLOOMINGTON, IL 61702
 United States

Attention:
Name: Brett Lueschen
Email: blueschen@cityblm.org

Sales Contact:
Name: Jacob Fever
Email: jfever@clear-talk.com
Phone: 2178773242

Contract Number: NORTHWEST CENTRAL 911
Freight terms: Prepay and Add to Invoice
Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	Your price	Extended Price
1	40	H51UCF9PW6AN	APX 4000 7/800 MHZ MODEL 2 PORTABLE	\$1,317.00	\$52,680.00
1a	40	QA02756AB	ENH: 3600 OR 9600 TRUNKING BAUD SIN	\$1,177.50	\$47,100.00
1b	40	HA00022AB	ENH: SFS COMPREHENSIVE	\$228.00	\$9,120.00
1c	40	QA04526AE	ADD: RFID KNOB	\$18.75	\$750.00
1d	40	QA04865AA	ADD: TWO KNOB CONFIGURATION	-	-
1e	40	QA01648AA	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	\$3.75	\$150.00
1f	40	QA01833AD	EXTREME NOISE REDUCTION	\$18.75	\$750.00
2	10	WPLN4232A	CHARGER, SINGLE-UNIT, IMPRES, 1.25A, 115VAC, US/NA	\$40.95	\$409.50
3	5	WPLN4212B	IMPRES MUC CHARGER WITH 1 DISPLAY - US/NA PLUG	\$321.75	\$1,608.75
4	8	M22URS9PW1AN	APX4500 7/800	\$1,015.50	\$8,124.00
4a	8	GA00249AC	ENH: SFS COMPREHENSIVE	\$265.00	\$2,120.00
4b	8	QA02756AD	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	\$1,177.50	\$9,420.00
4c	8	G892AB	ENH: HAND MIC,GCAI WATER RESISTANT	\$54.00	\$432.00
4d	8	G66AW	ADD: DASH MOUNT O2 WWM	\$93.75	\$750.00
4e	8	QA01648AA	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	\$3.75	\$30.00
4f	8	G335AY	ADD: ANT 1/4 WAVE 762-870MHZ	\$10.50	\$84.00
4g	8	GA00804AA	ADD: APX O2 CONTROL HEAD (Grey)	\$369.00	\$2,952.00
4h	8	G444AH	ADD: APX CONTROL HEAD SOFTWARE	-	-
4i	8	G142AD	ADD: NO SPEAKER NEEDED	-	-
4j	8	GA00235AA	ADD: NO GPS ANTENNA NEEDED	-	-
5	5000	SVC03SVC0124D	SUBSCRIBER INSTALL - CUST LOCATION	\$1.00	\$5,000.00
6	2867	SVC03SVC0115D	SUBSCRIBER PROGRAMMING	\$1.00	\$2,867.00
7	13	M22URS9PW1AN	APX4500 7/800	\$1,015.50	\$13,201.50
7a	13	GA00249AC	ENH: SFS COMPREHENSIVE	\$265.00	\$3,445.00
7b	13	QA02756AD	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	\$1,177.50	\$15,307.50
7c	13	G91AE	ADD: CONTROL STATION POWER SUPPLY	\$201.75	\$2,622.75
7d	13	W665BJ	ADD: CONTROL STATION OPERATION	\$52.50	\$682.50
7e	13	W382AM	ADD: CONTROL STATION DESK GCAI MIC	\$126.75	\$1,647.75

Item	Quantity	Nomenclature	Description	Your price	Extended Price
7f	13	G66AW	ADD: DASH MOUNT O2 WWM	\$93.75	\$1,218.75
7g	13	QA01648AA	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	\$3.75	\$48.75
7h	13	G89AC	ADD: NO RF ANTENNA NEEDED	-	-
7i	13	GA00804AA	ADD: APX O2 CONTROL HEAD (Grey)	\$369.00	\$4,797.00
7j	13	G444AH	ADD: APX CONTROL HEAD SOFTWARE	-	-
7k	13	G142AD	ADD: NO SPEAKER NEEDED	-	-
7l	13	GA00235AA	ADD: NO GPS ANTENNA NEEDED	-	-
8	13	0180355A80	SPECTRUM MAGNETIC MNT, MINIUHF	\$18.68	\$242.84
9	13	0180351A90	ACCY PKG 800MHZ	\$3.97	\$51.61
10	5764	SVC03SVC0104D	INFRASTRUCTURE INSTALL	\$1.00	\$5,764.00
11	74664	SVC04SVC0004A	PREPAID NETWORK AIRTIME	\$1.00	\$74,664.00

Total Quote in USD

\$268,041.20

PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)



CONSENT AGENDA ITEM NO. 7H

FOR COUNCIL: January 25, 2016

SUBJECT: Consideration of approving a Lake Bloomington Lease Transfer Petition for Lot 4 and part of Lot 5, Block 3 of Camp Iroquois, from Michael Winters to the Michael Winters Trusted dated May 23, 2013.

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 November 2015. The septic system appears to be functioning normally. The septic tank does not need to be pumped but should be checked regularly. All sand filters are required to chlorinate on a regular bases. The age of the sewage disposal system is twenty-three (23) years old. 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 \$680.36 per year in lease income. This lake lease income will be posted to Lake Maintenance- Lease Income account (50100140 – 57590). Stakeholders can locate this in the FY 2016 Budget Book titled “Other Funds & Capital Improvement Fund” on page 128.

On December 21, 2015 the City Council approved a modification to the lease language and therefore the lease packet. These changes went into effect January 1, 2016. This lease transfer

was submitted to the City for consideration prior to January 1, 2016, and therefore the lease transfer is not subject to the modifications approved by City Council on December 21, 2015.

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 12.28.2015
- Septic Report dated 11.5.2015
- Location Map
- Aerial Map

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 Hauman				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Buragas			
Alderman Mwilambwe							
				Mayor Renner			

MEMO

TO: Connie Fralick, Water Dept.
FROM: Andrew Coffey, Support Staff IV
DATE: December 28, 2015
SUBJECT: Lake Bloomington Lease Transfer

A Petition and Lake Lease Transfer request has been submitted for Lot 4 and part of Lot 5 in Block 3 in Camp Iroquois, from Michael Winters to the Michael Winters Trust dated May 23, 2013. Attached please find the Lake Lease Transfer documents.

EAV for this property is \$170,091. The Lake Lease is currently at a rate of 40 cents per \$100 EAV. The lake lease rate will remain at the 40 cents per \$100 EAV, generating \$680.36 in revenue. The PIN numbers are: Lot 4 08-07-151-031 & Lot 5 08-07-150-001.

Please prepare a Council memorandum for January 25, 2016 meeting. The deadline for this meeting is **Tuesday, January 12th 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 4 and part of Lot 5 Block 3 of Camp Iroquois

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

From: Michael Winters (Sellers Name)

To: Michael Winters, trustee of the Michael Winters Trust dated May 23, 2013. (Buyers Name)

Michael Winters

(Signatures of Seller)

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

Now comes Michael Winters, trustee of the Michael Winters Trust dated May 23, 2013 (Buyer) and respectfully shows that He/She/They became the purchaser of all right, title and interest of Michael Winters (Seller) In and to the Lease made on the (Date) September 10, 2007 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) Michael Winters 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,

Michael Winters TRUSTEE OF THE MICHAEL WINTERS
TRUST DATED MAY 23, 2013

(Signature of Buyer(s))

WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON LOT 4 AND PART OF LOT 5 BLOCK 3 CAMP IROQUOIS, 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) Michael Winters in and to the premises known as Lot 4 and part of Lot 5 Block 3 in Camp Iroquois, 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 _____, 2015

between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and Michael Winters, trustee of the Michael Winters Trust dated May 23, 2013 (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 Hudson, 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 4 in Block 3 in Camp Iroquois, 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 and part of Lot 5, Block 3 in Camp Iroquois as shown on the attached Exhibit A. Lot 4 08-07-150-002; Lot 5 08-07-150-001 part of.

- 08-07-151-031
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 re-

main 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

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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

Lessee Name and Mailing Address

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

Michael Winters, trustee
18511 Navajo Lane
Hudson, IL 61748

Lessee Billing Address

Michael Winters, trustee
18511 Navajo Lane
Hudson, IL 61748

- 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

By:

Its Mayor

Michael Winters, trustee of the MICHAEL
WINTERS TRUST DATED MAY 23, 2013.

Michael Winters, trustee of the Michael
Winters Trust dated May 23, 2013

Attest:

City Clerk

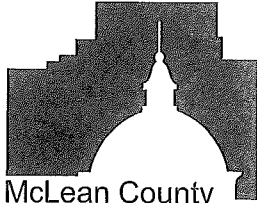
Exhibit A

Tract I

Lot 4 in Block 3 in Camp Iroquois, 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.

Tract II

A part of Lot 5 in Block 3 in Camp Iroquois, Lake Bloomington, McLean County, Illinois known as Lot 5B which property is more particularly described as follows: Commence at the Northwestern corner of said Lot 5 thence North $47^{\circ}-24'-30''$ East 39.85 feet to the Point of Beginning of the tract to be described; thence South $70^{\circ}-50'-23''$ East 24.09 feet; thence South $18^{\circ}-13'-41''$ East 98.12 feet; thence North $62^{\circ}-04'-09''$ East 27.11 feet; thence North $11^{\circ}-07'-56''$ West along the Northeasterly Line of said Lot 5 137.70 feet; thence South $47^{\circ}-24'-30''$ West 69.01 feet to the Point of Beginning. Said Lot 5B containing 4663.97 square feet more or less and being subject to all existing easements and rights of way. All bearings are assumed for descriptive purposes only.



McLean County
Health Department
Partners in Prevention

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

November 16, 2015

Mr. Mike Winters
18511 Navajo Lane
Hudson, IL 61748

Re: Septic Permit #92-8460
Parcel #08-07-151-031
Lot 116, Lk. Blm. – Iroquois Subdivision

Dear Mr. Winters:

On November 4, 2015, this department received a septic system evaluation report from Ms. Chelsea Zeschke, a McLean County licensed private sewage system installer, regarding the above-referenced property. The septic system evaluation was performed on October 23, 2015 and the following deficiencies were noted:

- The basement floor drain discharges to the footing tile. The floor drain cannot be used as a discharge point for sewage producing fixtures such as sinks, laundry waste or showers.
- There was no evidence of chlorine in the chlorinator. This is a violation of the Illinois Department of Public Health's Private Sewage Disposal Licensing Act and Code, 2013 and Chapter 28, Health and Sanitation of the McLean County Revised Code. All sand filter effluent is required to be chlorinated to reduce the bacterial load before being discharged to the environment. Approved chlorine tablets must be placed in the chlorinator tube within ten days of the date of this letter. The chlorine tablets must be used on a constant basis thereafter.

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.
2. Routine sampling of the effluent discharged from the system and the reporting of the laboratory results to a regulatory agency or agencies.

Mr. Mike Winters
November 16, 2015
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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) 663-019

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

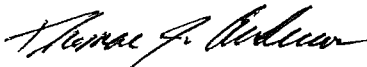
Zeschke Septic Cleaning
2408 Greyhound Road
Bloomington, IL 61704
Ph: (309) 808-2776

In summary, the septic system was installed in 1992 and is now approximately 23 years old. This office considers the average life expectancy of a septic system to be 20 to 25 years.

For information on routine operation and maintenance of your septic system, please visit our website at www.health.mcleancountyil.gov.

If you have any questions, please contact Ms. Cathy Stone with this department at (309) 888-5482.

Respectfully,



Thomas J. Anderson
Director of Environmental Health

cc: Ms. Chelsea Zeschke, Zeschke Septic Cleaning
Mr. Rick Twait, City of Bloomington

TJA:AC:du

AC-0601-15-222

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: Mike Winters

Address: 18511 Navajo
Hudson

Phone #: Day: (309)825-0137 Home: _____

2. Requestor Information:

Name: Mike Winters Trust

Address: 18511 Navajo
Hudson

Phone #: Day: (309)825-0137 Home: _____

3. Property Information:

Parcel Number (Tax ID): 08-07-151-031 Date Evaluation Performed: 10/23/15

Address of property evaluated: 18511 Navajo Sub. & Lot: Lake Blm I-116

Permit available from Health Dept.: Yes No Permit Number: 92-8460

4. Interview Information:

Person interviewed: Mike Winters

Age of home (years): 3

Date last occupied: Current

Has tank ever been pumped: Yes No

Original owner: Yes No

Intended for seasonal use: Yes No

Number of occupants: 2

If yes, how often: 2008

5. Interior Evaluation:

Number of bedrooms: 2

Toilet tanks and other fixtures have evidence of leakage or overflow: Yes No

Water softener discharges to: N/A

Dishwasher discharges to: Septic

Basement plumbing fixtures:

a. Laundry

b. Kitchen

c. Lavatory

d. Utility Sink

Garbage disposal: Yes No

Clothes washer discharges to: Septic

Hot tub discharges to: N/A

Discharge locations:

a. Septic

b. Septic

c. Septic

d. Septic

Basement floor drains discharge to: Footing Tile

Sump pit/pump discharges to: N/A

Garage floor drains discharge to: N/A

Downspouts discharge to: 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>36</u> inches			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>1250</u> gallons Type: <u>Concrete</u>			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 checked="" type="checkbox"/>	<input 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 checked="" 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: _____ inches to _____ inches

Square feet of field: _____ square feet

- | | Yes | No |
|---|--------------------------|--------------------------|
| 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 field area: | <input type="checkbox"/> | <input type="checkbox"/> |
| Evidence that water has ponded over seepage field or the soil is 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 trench: _____ inches | | |

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

- | | Yes | No |
|--|--------------------------|--------------------------|
| Are the serial distribution relief or "step-down" pipes in compliance with Section 905.60 (d) of the code? | <input type="checkbox"/> | <input type="checkbox"/> |

D. SEEPAGE BED -- This Section N/A

Depth to top of bed: _____ inches to _____ inches

Square feet of bed: _____ square feet

- | | Yes | No |
|--|--------------------------|--------------------------|
| 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 the bed: _____ inches | | |

E. SAND FILTER -- This Section N/A

Minimum soil cover depth to top of sand filter: 42 inches

Square feet of sand filter: 408 square feet

	Yes	No
Is water standing in the distribution pipes or in the rock that surrounds the pipe:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Meets current code sizing requirements:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Seepage standing on ground surface over filter:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Lush vegetation on or near sand filter:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Evidence if water has ponded over sand filter:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sand filter vented as required:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vent in good repair:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Chlorinator with screw on cap present:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Chlorinator tube with corrosion resistant handle present:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Evidence of chlorination:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Evidence of restricted flow in chlorinator:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sample port with screw on cap present:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Where does the contact tank discharge to: <i>(Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.)</i> <u>Lake Bloomington</u>		

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

	Yes	No
Pump chamber an approved design:	<input type="checkbox"/>	<input type="checkbox"/>
Chamber volume 1.5 times the daily flow:	<input type="checkbox"/>	<input type="checkbox"/>
Is there a dual pump:	<input type="checkbox"/>	<input type="checkbox"/>
Alarm present:	<input type="checkbox"/>	<input type="checkbox"/>
Alarm location: _____		
Alarm properly working with audio and visual functions:	<input type="checkbox"/>	<input type="checkbox"/>

G. AEROBIC UNIT -- This Section N/A

Manufacturer: _____ Model number: _____

Size of unit: _____ gallons

	Yes	No
Pump running at time of inspection:	<input type="checkbox"/>	<input type="checkbox"/>
Current maintenance contract in place:	<input type="checkbox"/>	<input type="checkbox"/>
Who is maintenance contract with: _____		
Alarm present:	<input type="checkbox"/>	<input type="checkbox"/>
Alarm location: _____		
Alarm properly working with audio and visual functions:	<input type="checkbox"/>	<input type="checkbox"/>
Unit discharges to: Seepage field <input type="checkbox"/> Seepage bed <input type="checkbox"/> Sand filter <input type="checkbox"/> Other: _____		
If other, what method of chlorination is used: _____		
Chlorinator with screw on cap present:	<input type="checkbox"/>	<input type="checkbox"/>
Chlorinator tube with corrosion resistant handle present:	<input type="checkbox"/>	<input type="checkbox"/>
Evidence of chlorination:	<input type="checkbox"/>	<input type="checkbox"/>
Where does the contact tank discharge to: <i>(Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.)</i> _____		

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.

Basement is a walkout. 1' top layer scum and 5' bottom solids found in tank. Owner agreed to chlorinate on a regular basis.

This is the condition I found the septic system on this day. This evaluation is not and should not be considered a guarantee of how the sewage disposal system may function at any time in the future.

Chelsea M. Zeschke
Inspector Name (print)

c h e l s e a z e s c h k e
Signature

11/5/15
Date

QUITCLAIM DEED

Space above this line reserved for Recorder's use only

THE GRANTOR(S), MICHAEL WINTERS, married to DIANE WINTERS, whose mailing address is 18511 Navajo Lane, Hudson, Illinois 61748, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, remise(s), release(s), alien(s), and convey(s) to MICHAEL WINTERS, TRUSTEE OF THE MICHAEL WINTERS TRUST DATED MAY 23, 2013, ("Grantee"), whose mailing address is 18511 Navajo Lane, Hudson, Illinois 61748, all right, title and interest in the following described real estate situated in the County of McLean in the State of Illinois, to wit:

Lot 4 in Block 3 in Camp Iroquois, 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 and part of Lot 5, Block 3 in Camp Iroquois as shown on the attached Exhibit A. Lot 4 08-07-150-002; part of Lot 5 08-07-150-001.

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Permanent Real Estate Index Number(s): 08-07-151-031
Address of Real Estate: 18511 Navajo Lane, Hudson, Illinois.

[Signature Page Follows]

Dated this __ day of ____, 2015

Michael Winters

STATE OF ILLINOIS, COUNTY OF _____ ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT Michael Winters, personally known to me to be the person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this _____ day of _____, 2015

(Notary Public)

McLean COUNTY – ILLINOIS TRANSFER STAMP
OR
EXEMPT UNDER PROVISIONS OF PARAGRAPH
e SECTION 4, REAL ESTATE TRANSFER ACT

DATE BUYER, SELLER OR REPRESENTATIVE

Prepared by and after recording mail to:
E. Page Barker, Esq.
The Selig Law Firm, P.C.
65 E. Wacker Place, Suite 1220
Chicago, Illinois 60601

Name and Address of Taxpayer/Address of Property:

Michael Winters
18511 Navajo Lane
Hudson, Illinois 61748

Exhibit A

Tract I

Lot 4 in Block 3 in Camp Iroquois, 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.

Tract II

A part of Lot 5 in Block 3 in Camp Iroquois, Lake Bloomington, McLean County, Illinois known as Lot 5B which property is more particularly described as follows: Commence at the Northwesterly corner of said Lot 5 thence North $47^{\circ}-24'-30''$ East 39.85 feet to the Point of Beginning of the tract to be described; thence South $70^{\circ}-50'-23''$ East 24.09 feet; thence South $18^{\circ}-13'-41''$ East 98.12 feet; thence North $62^{\circ}-04'-09''$ East 27.11 feet; thence North $11^{\circ}-07'-56''$ West along the Northeasterly Line of said Lot 5 137.70 feet; thence South $47^{\circ}-24'-30''$ West 69.01 feet to the Point of Beginning. Said Lot 5B containing 4663.97 square feet more or less and being subject to all existing easements and rights of way. All bearings are assumed for descriptive purposes only.

Iroquois Ln

18511

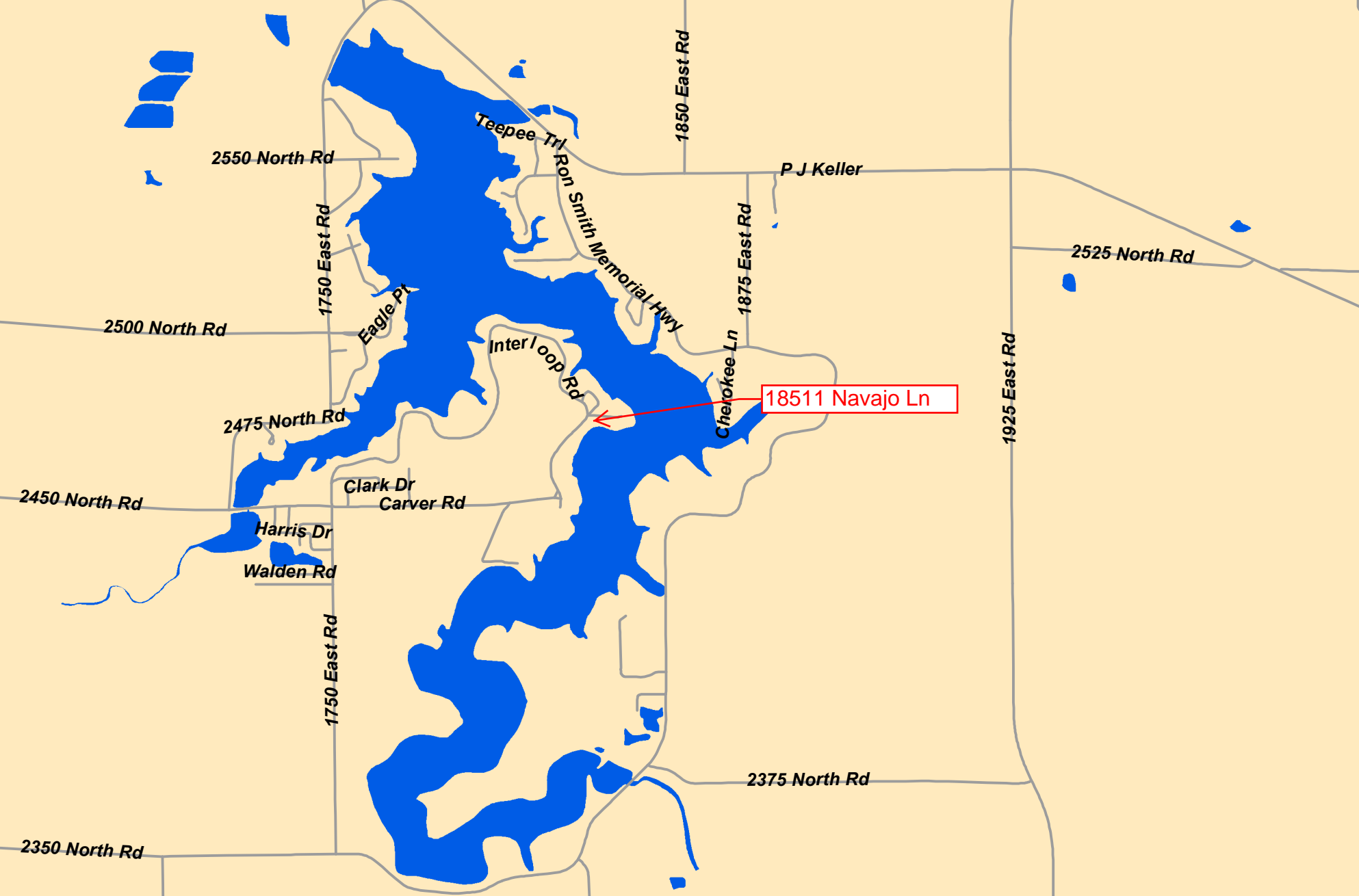
18511

18531

18543

24715

18511 Navajo Ln.
Lot: 4
Block: 3
Camp: Iroquois



2550 North Rd

1850 East Rd

Teepee Trl
Ron Smith Memorial Hwy

P J Keller

1750 East Rd

1875 East Rd

2525 North Rd

2500 North Rd

Eagle Pt

Interloop Rd

Cherokee Ln

18511 Navajo Ln

1925 East Rd

2475 North Rd

2450 North Rd

Clark Dr
Carver Rd

Harris Dr

Walden Rd

1750 East Rd

2375 North Rd

2350 North Rd



REGULAR AGENDA ITEM NO. 8A

FOR COUNCIL: January 25, 2016

SUBJECT: Consideration of approving an Ordinance Prohibiting the Use of Groundwater as a Potable Water Supply and approving of a Highway Authority Agreement / Leave-in-Place Agreement at 1331 N. Linden Street (Ward 7).

RECOMMENDATION/MOTIONS:

1. That the Ground Water Ordinance be passed and the Mayor and City Clerk be authorized to execute the necessary documents.
2. That the Highway Authority Agreement be passed and the Mayor and City Clerk be authorized to execute the necessary documents.

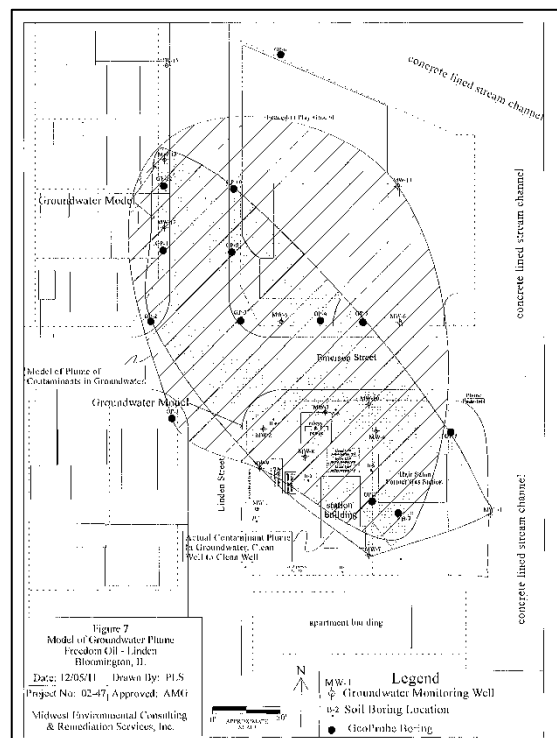
STRATEGIC PLAN LINK: Goal 2. Upgrade City Infrastructure and Facilities, and Goal 5. Great Place - Livable, Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 2b. Quality water for the long term, and 5c. Incorporation of “Green Sustainable” concepts into City’s development and plans.

BACKGROUND: The action items regard response to ground contamination in and around Freedom Oil, 1313 N. Linden St. They were presented to the City Council on December 21, 2015, and the agenda item was held over amid questions. Staff completed further review of the situation. This included review of various materials, including the Corrective Action Plan filed by the environmental firm which investigated the case on behalf of Freedom Oil. It also included conversations with the Illinois Environmental Protection Agency (IEPA) project manager and the geologist for the investigating firm, Midwest Environmental Consulting & Remediation Services Inc.

The testing for contaminants began after Freedom detected gasoline odor in its building in 1988. According to Midwest Environmental, the cause of the odor was spillage during overfilling of fuel tanks by tanker truck operators. Nonetheless, Freedom replaced its fuel storage tanks and installed modern leak prevention and detection. Midwest Environmental developed a plume model through use of groundwater and soil testing. See the accompanying graphic. Tests showed only low levels of COCs (chemicals of concern).

The latest testing occurred in 2011, more than 20 years after the case was opened. Results prove the plume stabilized and is not growing, according to



Midwest Environmental. Given the circumstances of this case, Midwest Environmental and the IEPA assert that a “leave in place” status poses no threat to the public’s health. Neither believes it necessary to take more extreme action, such as soil removal.

There is no further economically feasible action that can be taken to clean up the groundwater. It is at a depth that poses minimal risk of exposure through excavation. However, there is still the possibility of coming into contact with the water through shallow domestic wells.

The proposed ordinance prohibits use of groundwater as potable water from various parcels, including 1313 N. Linden itself and some of its neighbors. No water wells are in use or contemplated to staff’s knowledge.

The proposed Highway Authority Agreement places the water use restriction on the City right of way along with a stipulation that the City must act to protect worker health and safety during construction work.

The proposed ordinance and the Highway Authority Agreement are required to close out the case under Tier 1 of IEPA’s Tiered Approach to Corrective Action Objectives (TACO).

The City has approved similar Groundwater Ordinances and Highway Authority Agreements for other contaminated locations in the past. The City does not allow private wells in this area. This Ordinance simply codifies that fact. Further, highway authority documents are in the substantive form required by Illinois law (see attached Administrative Code Section 742.1020).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Eric Kuhlman, IEPA Bureau of Land, and Penny Silzer, Senior Geologist, Midwest Environmental, Tremont. Some if not all of the affected property owners have been made aware of the situation by Midwest, which by permission placed some monitoring equipment on private property. All will be officially notified by Midwest Environmental upon IEPA approval of case resolution.

FINANCIAL IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Technician I, Public Works
Ryan Otto, PE, Assistant City Engineer

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

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:

- Groundwater Ordinance
- Map: Contamination areas with groundwater restriction ordinances
- Groundwater Ordinance Request
- Location Map
- Highway Authority Request
- Highway Authority Agreement
- Freedom Oil memo, dated January 8, 2016

Motion: 1. That the Ground Water Ordinance be passed and the Mayor and City Clerk be authorized to execute the necessary documents.
2. That the Highway Authority Agreement be passed 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			

ORDINANCE NO. _____

**AN ORDINANCE PROHIBITING THE USE OF GROUNDWATER
AS A POTABLE WATER SUPPLY BY THE
INSTALLATION OR USE OF POTABLE WATER SUPPLY WELLS
OR BY ANY OTHER METHOD**

WHEREAS, certain properties in the City of Bloomington, McLean County, Illinois have been used over a period of time for commercial/industrial purposes; and,

WHEREAS, because of said use, concentrations of certain chemical constituents in the groundwater beneath the City may exceed Class 1 groundwater quality standards for potable resource groundwater as set forth in 35 Illinois Administrative Code 620 or Tier 1 remediation objectives as set forth in 35 Illinois Administrative Code 742; and,

WHEREAS, the City desires to limit potential threats to human health from groundwater contamination while facilitating the redevelopment and productive use of properties that are the source of said chemical constituents;

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

Section 1: Use of groundwater as a potable water supply prohibited.

The use or attempted use of groundwater as a potable water supply by the installation or drilling of wells or by any other method, including at points of withdrawal by the City of Bloomington, is hereby prohibited for the properties identified by the following Parcel Identification Numbers, and within a portion of the Linden Street and Emmerson Street right of ways, and as shown on Exhibit A, which is attached hereto and incorporated herein by reference.

14-33-431-010	14-33-482-005
14-33-431-011	14-33-482-002
14-33-431-014	14-33-482-026
14-33-431-015	14-34-307-001
14-33-431-016	14-34-307-002
14-33-431-012	14-34-307-033
14-33-431-013	14-34-304-019
14-33-482-003	14-34-304-020

Section 2: Penalties

Any person violating the provisions of this ordinance shall be subject to a fine of not less than \$50.00 or more than \$100.00 for each violation. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 3: Definitions

"Person" is any individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, or any other legal entity, or their legal representatives, agents or assigns.

"Potable Water" is any water used for human or domestic consumption, including, but not limited to, water used for drinking, bathing, swimming, washing dishes, or preparing foods.

Section 4: Repealer

All ordinances or parts of ordinances in conflict with this ordinance, are hereby repealed insofar as they are in conflict with this ordinance.

Section 5: Severability

If any provision of this ordinance or its application to any person or under any circumstances is adjudged invalid, such adjudication shall not affect the validity of the ordinance as a whole or of any portion not adjudged invalid.

Section 6: Effective Date

This ordinance shall be in full force and effect from and after its passage.

PASSED this ___ day of _____, 2014.

APPROVED this ___ day of _____, 2014.

APPROVED:

Mayor

ATTEST:

City Clerk

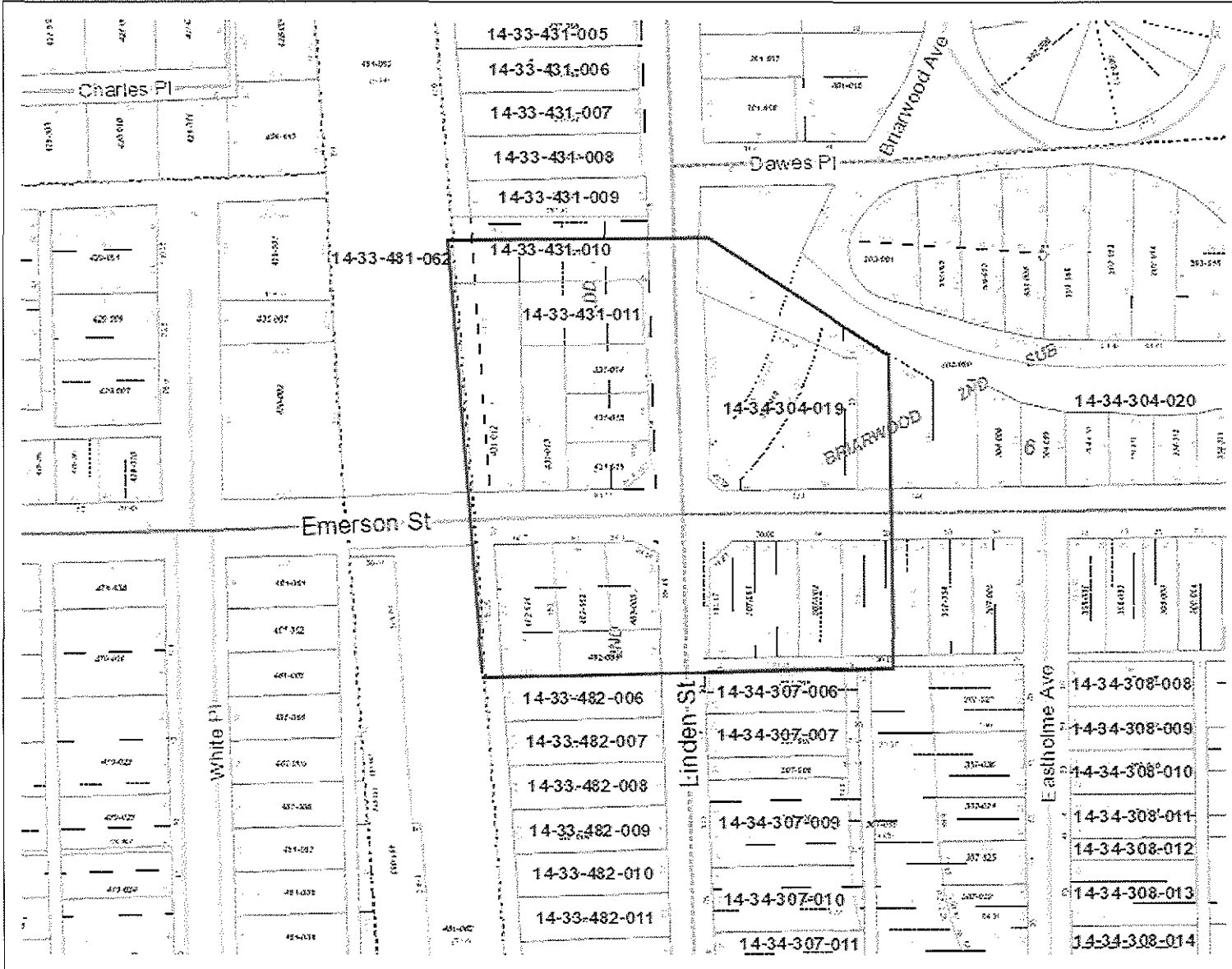
Exhibit A

DESCRIPTION OF THE PROPOSED GROUNDWATER USE RESTRICTION AREA

The proposed groundwater use restriction area is proposed for the following properties identified by the following Parcel Identification Numbers and within a portion of the North Linden Street and Emerson Street right of way, and as shown on the attached maps:

14-33-431-010
14-33-431-011
14-33-431-014
14-33-431-015
14-33-431-016
14-33-431-012
14-33-431-013
14-33-482-003
14-33-482-005
14-33-482-002
14-33-482-026
14-34-307-001
14-34-307-002
14-34-307-033
14-34-304-019
14-34-304-020

SCALED MAP SHOWING BOUNDARY OF AREA REQUIRING RESTRICTION



Legend

- Parcels
- Interstates
- US_Highways
- State_Highways
- County_Highways
- County_Rd
- City_Streets
- ALLEY
- CITY_ARTERIAL
- CITY_COLLECTOR
- CITY_STREET
- PRIVATE_STREET
- + Railroad
- County
- Major_Contours_10ft
- + Water_Elevation

NAIP_2011.sid

- Red: Band_1
- Green: Band_2
- Blue: Band_3

NAIP_2010.sid

- Red: Band_1
- Green: Band_2
- Blue: Band_3

NAIP_2009.sid

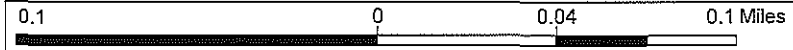
- Red: Band_1
- Green: Band_2
- Blue: Band_3

Imagery_2005

- Red: Band_1

1:2,662

Notes

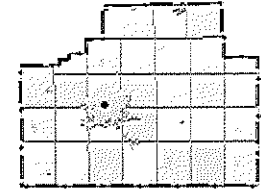


By using this Web Site the user acknowledges his/her understanding of, and agreement with, the disclaimers and copyright restrictions on this data.

Print Date: 12/5/2011 3:13:50 PM

Complete disclaimer at <http://www.McGIS.org/disclaimer>

AERIAL PHOTO SHOWING BOUNDARY OF AREA REQUIRING RESTRICTION



Legend

- Parcels
- Interstates
- US_Highways
- State_Highways
- County_Highways
- County_Rd
- City_Streets
 - ALLEY
 - CITY_ARTERIAL
 - CITY_COLLECTOR
 - CITY_STREET
 - PRIVATE_STREET
- Railroad
- County
- Major_Contours_10ft
- Minor_Contours_2ft
- + Spot_Elevation
- + Water_Elevation
- NAIP_2011.sid
 - Red: Band_1
 - Green: Band_2
 - Blue: Band_3
- NAIP_2010.sid
 - Red: Band_1
 - Green: Band_2
 - Blue: Band_3
- NAIP_2009.sid
 - Red: Band_1
 - Green: Band_2
 - Blue: Band_3

1: 1,661



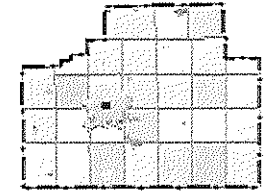
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Print Date: 12/5/2011 3:24:37 PM

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Complete disclaimer at <http://www.McGIS.org/disclaimer>

Notes



Legend

- Parcels
- Interstates
- US_Highways
- State_Highways
- County_Highways
- County_Rd
- City_Streets
 - ALLEY
 - CITY_ARTERIAL
 - CITY_COLLECTOR
 - CITY_STREET
 - PRIVATE_STREET
- Railroad
- County
- Major_Contours_10ft
- Water_Elevation
- NAIP_2011.sid
 - Red: Band_1
 - Green: Band_2
 - Blue: Band_3
- NAIP_2010.sid
 - Red: Band_1
 - Green: Band_2
 - Blue: Band_3
- NAIP_2009.sid
 - Red: Band_1
 - Green: Band_2
 - Blue: Band_3
- Imagery_2005
 - Red: Band_1

1:3,820



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Print Date: 12/5/2011 2:55:19 PM

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Notes

MAP SHOWING THE GROUNDWATER MODEL

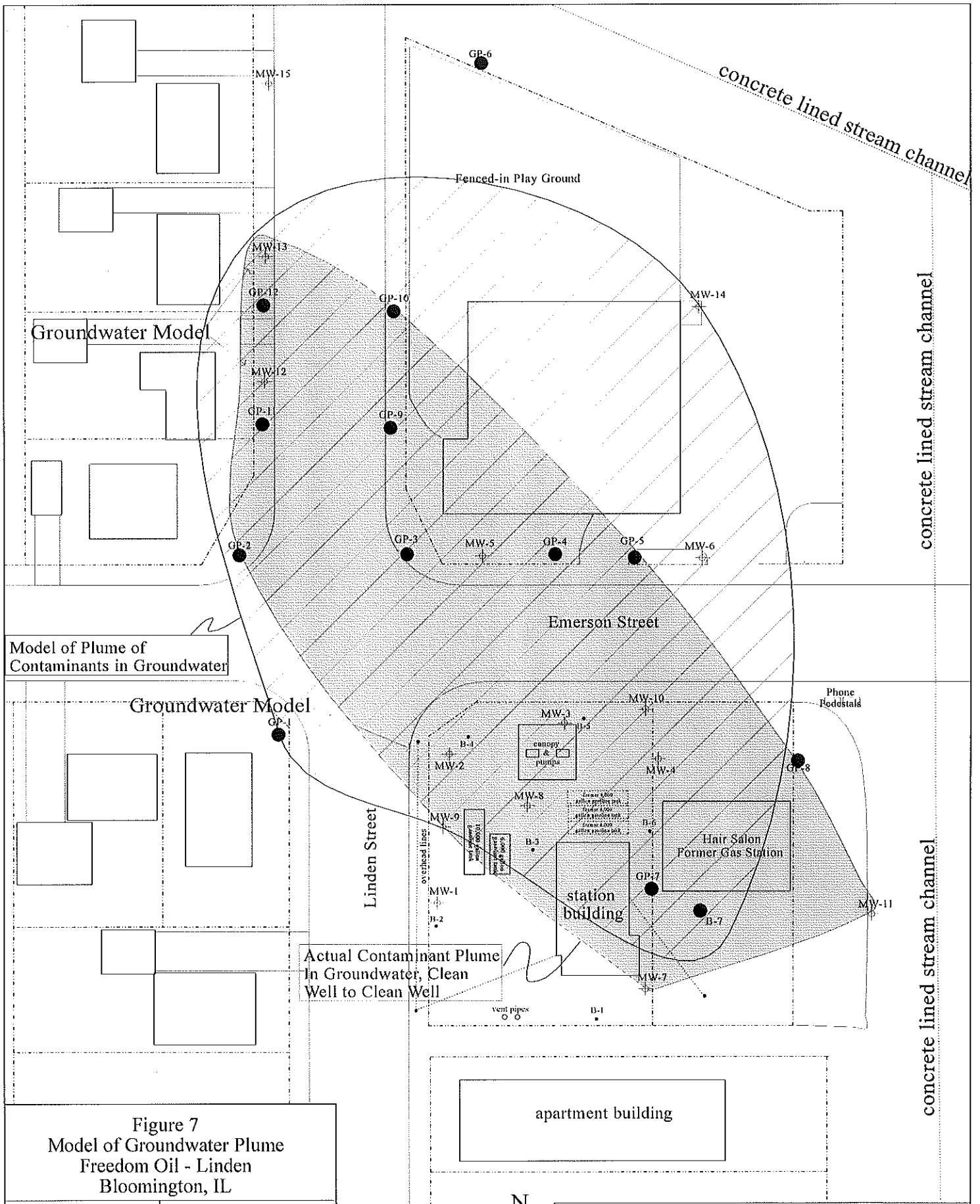


Figure 7
Model of Groundwater Plume
Freedom Oil - Linden
Bloomington, IL

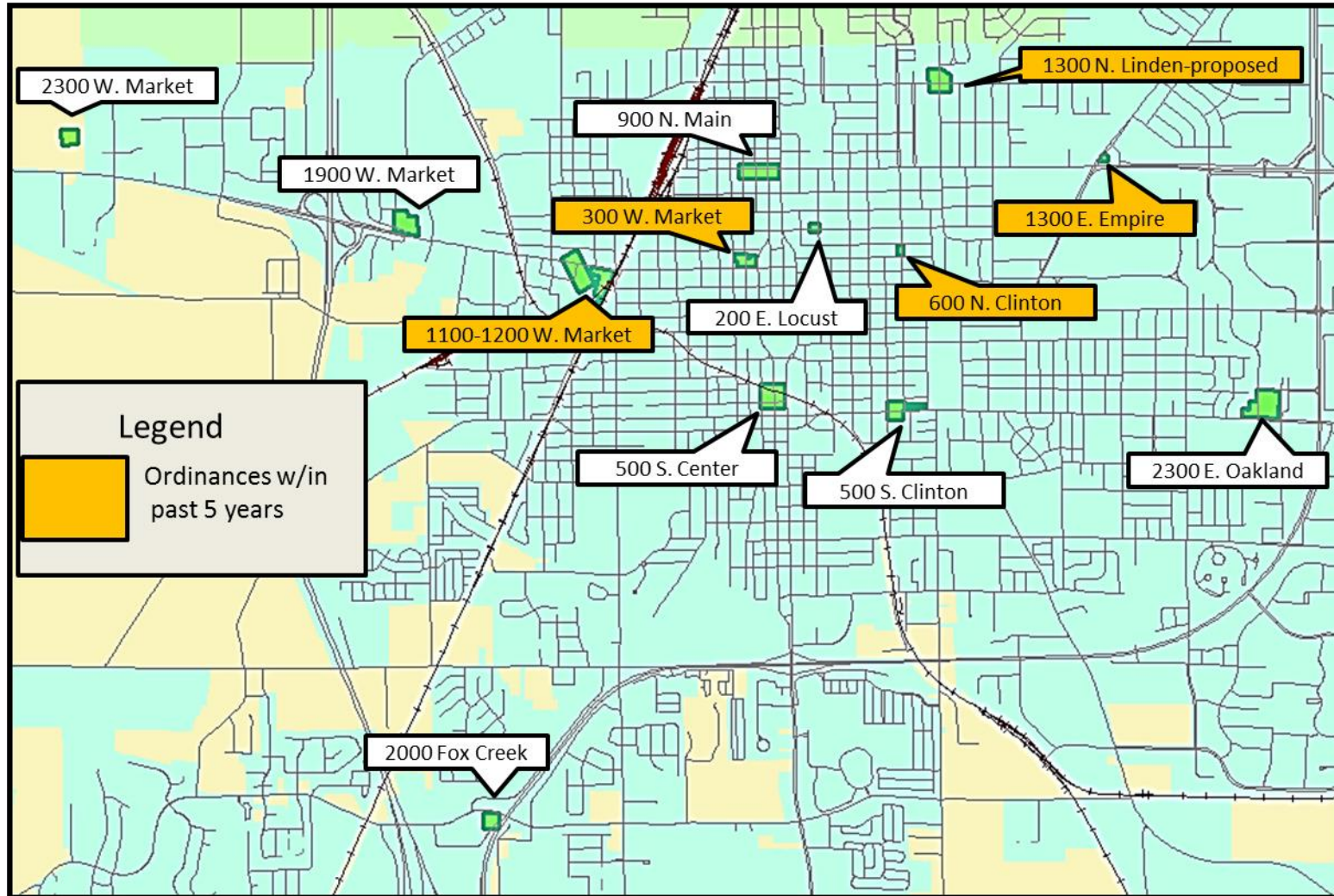
Date: 12/05/11	Drawn By: PLS
Project No: 02-47	Approved: AMG

Midwest Environmental Consulting
 & Remediation Services, Inc.



Legend	
MW-1	Groundwater Monitoring Well
B-2	Soil Boring Location
●	GeoProbe Boring

Contamination areas with groundwater restriction ordinances



Midwest Environmental Consulting & Remediation Services Inc.

22200 Illinois Route 9 • P.O. Box 614

Tremont, IL 61568-0614

Phone: (309) 925-5551 • Fax: (309) 925-5606

December 6, 2011

City of Bloomington
Engineering Department
115 E. Washington St.
PO BOX 3157
Bloomington, IL 61702-3157

RE: Request for Groundwater Use
Restriction Ordinance
Freedom Oil Company
1331 North Linden Street
Bloomington, Illinois

Dear Sirs:

On behalf of our client, Freedom Oil Company of Bloomington, Illinois, we are requesting a City Ordinance prohibiting the use of groundwater as a potable water supply for purposes of closing Illinois Emergency Management Agency incident #880916 at 1331 North Linden Street (Freedom Oil Company). The requested actions are necessary to satisfy Illinois Administration Code 742, Subpart J, which allows for the use of institutional controls when other methods of remediation are impractical or prohibitively expensive.

Groundwater Use Restriction Ordinance

A maps showing the proposed groundwater use restriction area and the approximate description of the restriction area are attached. Based on the groundwater models, in order to satisfy Illinois Administrative Code 742, Subpart J, the groundwater use restriction area needs to encompass the site and the entire area located within the groundwater model which extends 134 feet from well MW-5, to the northeast, in the down gradient direction. The groundwater model is shown in the attached Figure 7.

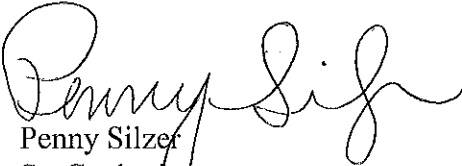
The City of Bloomington has adopted similar Groundwater Use Restriction Ordinances for other gas station sites with similar petroleum contamination situations. Two examples are attached.

Please call me at the number listed above with any questions you have or if you need additional information. Your response is greatly appreciated. Please notify me when the City takes action on this request.

Thank you.

Sincerely,

Midwest Environmental Consulting & Remediation Service, Inc.



Penny Silzer
Sr. Geologist

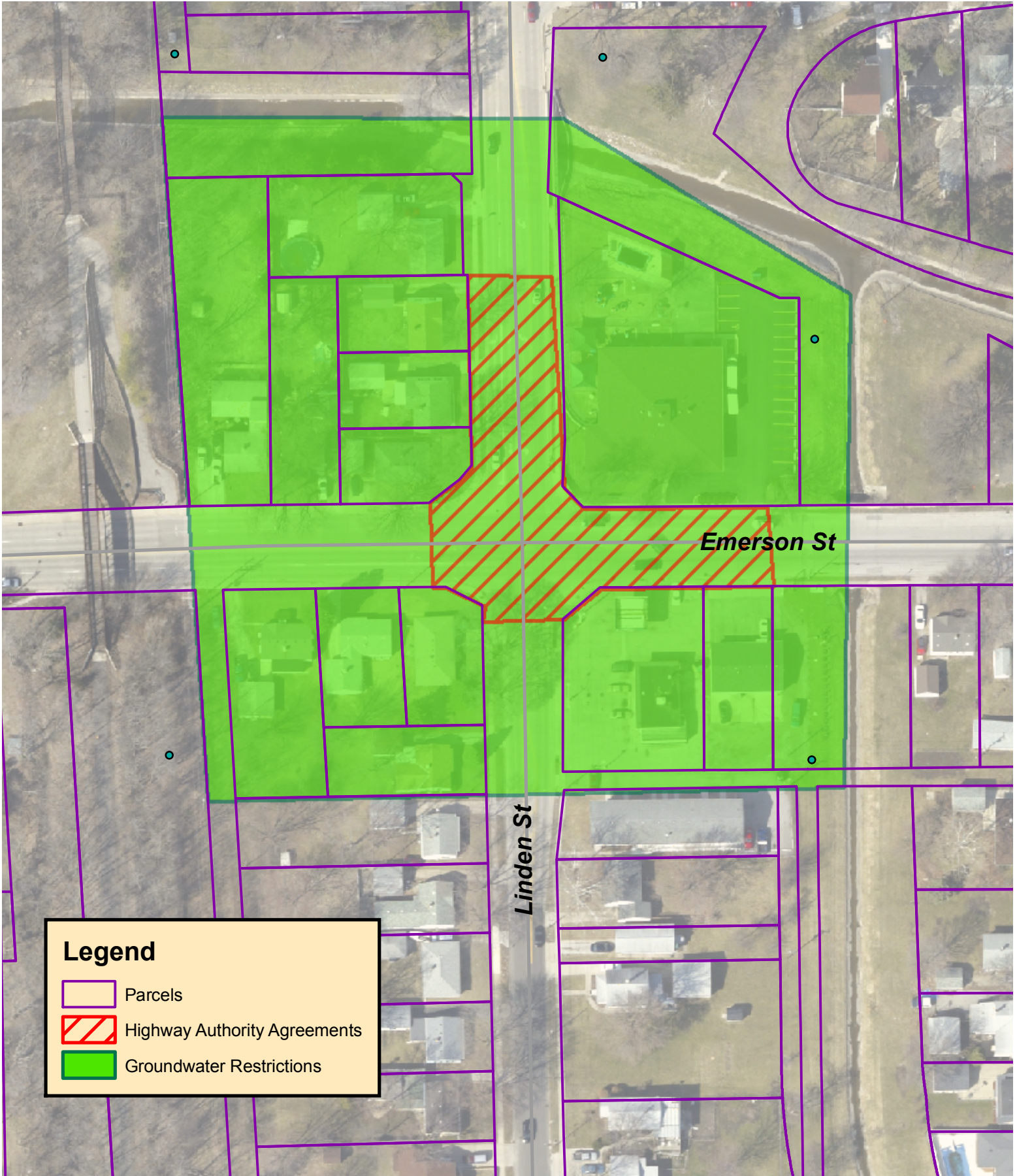
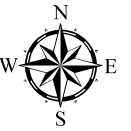
Attachments

DESCRIPTION OF THE PROPOSED GROUNDWATER USE RESTRICTION AREA




The proposed groundwater use restriction area is proposed for the following properties identified by the following Parcel Identification Numbers and within a portion of the North Linden Street and Emerson Street right of way, and as shown on the attached maps:

14-33-431-010
14-33-431-011
14-33-431-014
14-33-431-015
14-33-431-016
14-33-431-012
14-33-431-013
14-33-482-003
14-33-482-005
14-33-482-002
14-33-482-026
14-34-307-001
14-34-307-002
14-34-307-033
14-34-304-019
14-34-304-020

1331 Linden St Groundwater Ordinance Highway Authority Agreement



Legend

-  Parcels
-  Highway Authority Agreements
-  Groundwater Restrictions

Midwest Environmental Consulting & Remediation Services Inc.

22200 Illinois Route 9 • P.O. Box 614

Tremont, IL 61568-0614

Phone: (309) 925-5551 • Fax: (309) 925-5606

December 13, 2011

Kevin Kothe
Engineering Department
115 E. Washington St.
PO BOX 3157
Bloomington, IL 61702-3157

RE: Request for Highway Authority Agreement
Freedom Oil Company
1331 N Linden Street
Bloomington, IL

Dear Mr. Kothe:

On behalf of our client, Freedom Oil Company of Bloomington, Illinois, we are requesting a Highway Authority Agreement (HAA) for purpose of closing Illinois Emergency Management Agency incident #880916 at 1331 North Linden Street in Bloomington, Illinois. Subsurface investigations completed to date indicate that petroleum hydrocarbon contamination above Illinois Environmental Protection Agency (IEPA) cleanup objectives (CUOs) may exist in soil in the public right-of-way along Emerson and North Linden Streets adjacent to the subject gas station. The requested actions are necessary to satisfy Illinois Administration Code 742, Subpart J, which allows for the use of institutional controls when other methods of remediation are impractical or prohibitively expensive.

Between March 2004 and February 2011, a total of 19 total migratory pathway borings (B-1 through B-7 and GP-1 through GP-12) and 15 groundwater monitoring wells (MW-1 through MW-15) were completed at the site. The extent of soil and groundwater contamination has been defined. The future extent of contaminants in groundwater was determined by calculation of TACO groundwater models. Based on the models, the concentration of benzene in groundwater will meet the TIER 1 CUOs at a distance of 134 feet from monitoring well MW-5. Both the actual plume and the modeled plume are included in Figure 7 presented in Exhibit A.

Maps and tables showing the extent of contamination, the concentrations of contaminants of concern and the proposed HAA agreement area are included in Exhibits A, B and C, attached.

If you need additional information regarding our request, please contact me at (309) 925-5551. Please notify us when the City takes action on the aforementioned matters and if you need additional information. Thank you.

Sincerely,

Midwest Environmental Consulting & Remediation Service, Inc.

Allan M Green
President

HIGHWAY AUTHORITY AGREEMENT

This Agreement is entered into this ___ day of _____, 201_ pursuant to 35 Ill. Adm. Code 742.1020 by and between the (1) Freedom Oil Company (“Owner/Operator”) and (2) City of Bloomington (“Highway Authority”), collectively known as the “Parties”.

WHEREAS, Freedom Oil Company are the owners or operator of one more leaking underground storage tanks presently or formerly located at 1331 North Linden Street, Bloomington, Illinois (“the Site”);

WHEREAS, as a result of one or more releases of contaminants from the above referenced underground storage tanks (“the Release(s)”), soil and/or groundwater contamination at the Site exceeds the Tier 1 residential remediation objectives of 35 Ill. Admin. Code 742;

WHEREAS, the soil and/or groundwater contamination exceeding Tier 1 residential remediation objectives extends or may extend into the Highway Authority’s right-of-way;

WHEREAS, the Owner/Operator is conducting corrective action in response to the Release;

WHEREAS, the Parties desire to prevent groundwater beneath the Highway Authority’s right-of-way that exceeds Tier 1 remediation objectives from use as a supply of potable or domestic water and to limit access to soil within the right-of-way that exceeds Tier 1 residential remediation objectives so that human health and the environment are protected during and after any access;

Now Therefore, the Parties agree as follows:

1. The recitals set forth above are incorporated by referenced as if fully set forth herein.
2. The Illinois Emergency Management Agency has assigned incident number 880916 to the Release.
3. Attached as Exhibit A is a scaled map prepared by Freedom Oil Company, that shows the Site and surrounding area and delineates the current and estimated future extent of soil and groundwater contamination above the Tier 1 residential remediation objectives as a result of the Release.
4. Attached as Exhibit B are tables prepared by Freedom Oil Company that lists each contaminant of concern that exceeds its Tier 1 residential remediation objective, its Tier 1 residential remediation objective and its concentrations with the zone where Tier 1 residential remediation objectives are exceeded. The

locations of the concentrations listed in Exhibit B are identified on the map in Exhibit A.

5. Attached as Exhibit C is a scaled map prepared by Freedom Oil Company showing the areas of the Highway Authority's right-of-way that is governed by this agreement ("Right-of-Way"). Because Exhibit C is not a surveyed plat, the Right-of-Way boundary may be an approximation of the actual Right-of-Way lines.
6. The Highway Authority stipulates it has jurisdiction over the Right-of-Way that gives it sole control over the use of the groundwater and access to the soil located within or beneath the Right-of-Way.
7. The Highway Authority agrees to prohibit within the Right-of-Way all potable and domestic uses of groundwater exceeding Tier 1 residential remediation objectives.
8. The Highway Authority further agrees to limit access by itself and others to soil within the Right-of-Way exceeding Tier 1 residential remediation objectives. Access shall be allowed only if human health (including worker safety) and the environment are protected during and after any access. The Highway Authority may construct, reconstruct, improve, repair, maintain and operate a highway upon the Right-of-Way, or allow others to do the same by permit. In addition, the Highway Authority and others using or working in the Right-of-Way under permit have the right to remove soil or groundwater from the Right-of-Way and dispose of the same in accordance with applicable environmental laws and regulations. The Highway Authority agrees to issue all permits for work in the Right-of-Way, and make all existing permits for work in the Right-of-way, subject to the following or a substantially similar condition:

As a condition of this permit the permittee shall request the office issuing this permit to identify sites in the Right-of-Way where a Highway Authority Agreement governs access to soil that exceeds the Tier 1 residential remediation objectives of 35 Ill. Admin. Code 742. The permittee shall take all measures necessary to protect human health (including worker safety) and the environment during and after any access to such soil.

1. The agreement shall be referenced in the Agency's no further remediation determination issued for the Release.
2. The Agency shall be notified of any transfer of jurisdiction over Right-of-Way at least 30 days prior to the date the transfer takes affect. This agreement shall be null and void upon the transfer unless the transferee agrees to be bound by this agreement as if the transferee were an original party to this agreement. The transferee's agreement to be bound by the terms of this agreement shall be memorialized at the time of transfer in a writing ("Rider") that references this

Highway Authority Agreement as is signed by the Highway Authority, or subsequent transferor, and the transferee.

3. This agreement shall become effective on the date the Agency issues a no further remediation determination of the Release. It shall remain effective until the Right-of-Way is demonstrated to be suitable for unrestricted use and the Agency issues a new no further remediation determination to reflect there is no longer a need for this agreement, or until the agreement is otherwise terminated or voided.
4. In addition to any other remedies that may be available, the Agency may bring suit to enforce the terms of this agreement or may, in its sole discretion, declare this agreement null and void if any of the Parties or any transferee violates any term of this agreement. The Parties or transferee shall be notified in writing of any such declaration.
5. This agreement shall be null and void if a court of competent jurisdiction strikes down any part or provision of the agreement.
6. The agreement supersedes any prior written or oral agreements or understandings between the Parties on the subject matter addressed herein. It may be altered, modified or amended only upon the written consent and agreement of the Parties.
7. Any notices or other correspondence regarding this agreement shall be sent to the Parties at following addresses:

Manager, Division of Remediation Management
Bureau of Land
Illinois Environmental Protection Agency
PO Box 19276
Springfield, IL 62974-9276

Freedom Oil Company
814 West Chestnut
Bloomington, IL 61701

City of Bloomington
Engineering Department
115 E. Washington St.
PO BOX 3157
Bloomington, IL 61702-3157

IN WITNESS WHEREOF, the Parties have caused this agreement to be signed by their duly authorized representatives.

City of Bloomington

BY: _____

DATE: _____

ITS: _____

ATTEST: _____

IN WITNESS WHEREOF, Owner has caused this Agreement to be signed by its authorized representative.

Freedom Oil Company

BY: _____

DATE: _____

ITS: _____

Exhibit A

Extent of Contamination

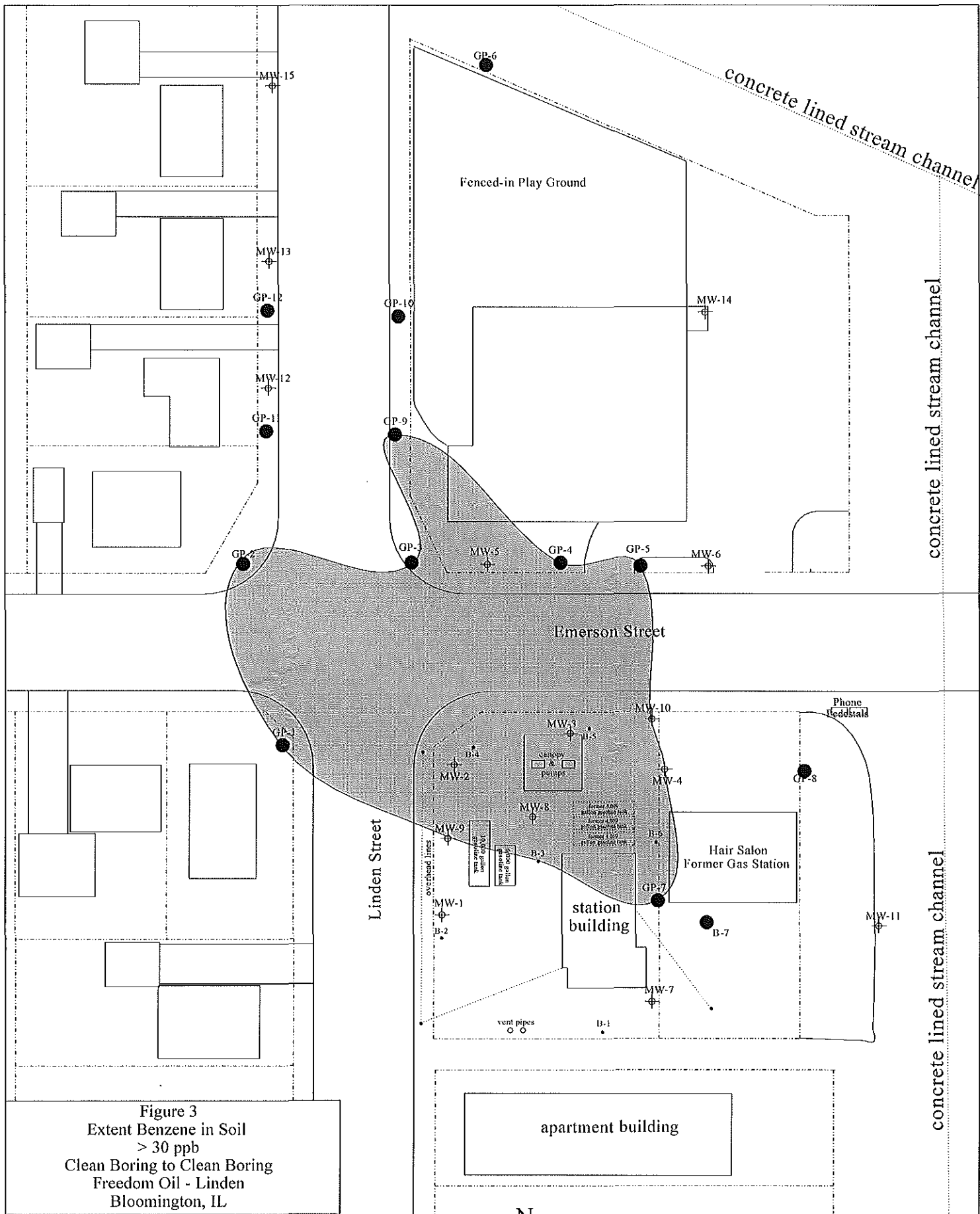


Figure 3
 Extent Benzene in Soil
 > 30 ppb
 Clean Boring to Clean Boring
 Freedom Oil - Linden
 Bloomington, IL

Date: 03/18/11 Drawn By: PLS
 Project No: 02-47 Approved: AMG

Midwest Environmental Consulting
 & Remediation Services, Inc.



- Legend**
- MW-1 Groundwater Monitoring Well
 - B-2 Soil Boring Location
 - GeoProbe Boring



Figure 7
Model of Groundwater Plume
Freedom Oil - Linden
Bloomington, IL

Date: 12/05/11 Drawn By: PLS
 Project No: 02-47 Approved: AMG

Midwest Environmental Consulting
 & Remediation Services, Inc.



Legend

- MW-1 Groundwater Monitoring Well
- B-2 Soil Boring Location
- GeoProbe Boring

Exhibit B

Analytical Data Tables

TABLE 1. SOIL ANALYTICAL RESULTS

Freedom Oil Company

1331 North Linden

Bloomington, IL

SAMPLE ID	Analytes => (TIER 1 CUO)=>	Benzene (30)	Toluene (12,000)	Ethylbenzene (13,000)	Total Xylenes (5,600)	TOTAL BTEX
B-1, 12-14'	03/10/04	18.1	100	54.4	187	359.5
B-1, 20-22'	03/10/04	17.4	78.6	52.9	200	348.9
B-2, 4-6'	03/10/04	16.7	110	45.8	185	357.5
B-2, 16-18'	03/10/04	3.3	8.0	5.0	15.6	31.9
B-3, 8-10'	03/10/04	9.8	35.5	22.3	49.1	116.7
B-3, 16-18'	03/10/04	3.9	24.6	15.9	28.3	72.7
B-4, 8-10'	03/10/04	26.8	149	2,290	4,690	7,155.8
B-4, 18-20'	03/10/04	33.3	161	130	410	734.3
B-5, 8-10'	03/10/04	1,050	17,700	21,300	92,000	132,050
B-5, 18-20'	03/10/04	19.2	217	143	793	1,172.2
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MW-2, 14-16'	09/24/04	7.4	24.8	5.9	25.4	63.5
MW-3, 10-12'	09/24/04	1,850	29,500	11,900	52,000	95,250
MW-3, 18-20'	09/24/04	22.7	56.9	13.1	59.1	151.8
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MW-6, 8-10'	09/24/04	6.5	8.0	4.3	9.6	28.4
MW-6, 14-16'	09/24/04	3.2	5.1	5.8	17.3	31.4
MW-7, 8-10'	05/18/10	<4.79	<4.79	<4.79	<14.4	<29
GP-1, 8-9'	03/23/10	<4.23	<4.23	<4.23	<12.7	<26
GP-2, 8-9'	03/23/10	<4.89	<4.89	<4.89	<14.7	<29
GP-3, 9-10'	03/23/10	<4.84	<4.84	<4.84	<14.5	<29
GP-4, 7-8'	03/23/10	<4.57	<4.57	<4.57	<13.7	<27
GP-5, 7-8'	03/23/10	<4.89	<4.89	<4.89	<14.7	<29
GP-6, 11-12'	03/23/10	<4.32	5.39	<4.32	<13.0	<27
GP-7, 8-9'	03/23/10	<5.24	<5.24	<5.24	<15.7	<32
GP-8, 9-10'	03/23/10	12.2	20.7	5.21	<13.4	<53
GP-9, 9-10'	05/18/10	<4.62	<4.62	<4.62	<13.9	<28
GP-10, 10-11'	05/18/10	<4.61	<4.61	4.95	<13.8	<28
GP-11, 10-11'	05/18/10	4.94	8.27	<4.32	<13.0	<31
GP-12, 10-11'	05/18/10	<4.57	<4.57	<4.57	<13.7	<27
MW-8, 6-8'	02/24/11	<4.29	<4.29	<4.29	<12.9	<26
MW-9, 6-8'	02/24/11	<3.79	<3.79	<3.79	<11.4	<23
MW-10, 6-8'	02/24/11	<4.45	<4.45	<4.45	<13.3	<27
MW-11, 8-10'	02/24/11	<4.42	<4.42	<4.42	<13.3	<27
MW-14, 6-8'	02/25/11	<5.19	<5.19	<5.19	<15.6	<31
MW-15, 10-11'	02/25/11	<4.83	7.39	<4.83	<14.5	<32

ALL RESULTS REPORTED IN PARTS PER BILLION (ug/kg, ug/L.)

XX = Tier 1 soil remediation objective not listed in TACO tables.

NA = not analyzed

TACO Parameters

Sample	Subsurface	Bulk Density	Moisture	Particle Density	Soil Porosity	Fraction Organic Carbon	pH
Lean Clay		1.86 gm/cm ³	21.9%	2.61	41.5%	1.24%	8.28

**Table 2: Groundwater Analytical Data
Freedom Oil
1331 North Linden
Bloomington, Illinois**

Sample #	Date	DTW	GWE	Benzene	Toluene	E-benzene	Xylenes	Total BTEX
MW-1	Elevation Top of Casing =			100.00				
SI	10/6/2004	6.66	93.34	<2	<2	<5	<11	
DTW only	6/8/2010	5.42	94.58	--	--	--	--	--
DTW only	3/4/2011	5.51	94.49	--	--	--	--	--
MW-2	Elevation Top of Casing =			99.22				
SI	10/6/2004	9.38	89.84	19.7	<2	2.1	<5	<28.8
DTW only	6/8/2010	8.44	90.78	--	--	--	--	--
DTW only	3/4/2011	8.30	90.92	--	--	--	--	--
MW-3	Elevation Top of Casing =			98.50				
SI	10/6/2004	8.58	89.92	3,830	5,450	11,900	18,600	39,780
DTW only	6/8/2010	7.74	90.76	--	--	--	--	--
DTW only	3/4/2011	7.46	91.04	--	--	--	--	--
MW-4	Elevation Top of Casing =			98.88				
SI	10/6/2004	8.87	90.01	1,410	1,820	3,790	8,700	15,720
DTW only	6/8/2010	8.02	90.86	--	--	--	--	--
DTW only	3/4/2011	7.71	91.17	--	--	--	--	--
MW-5	Elevation Top of Casing =			97.75				
SI	10/6/2004	8.20	89.55	20,400	2,510	608	11,200	34,718
DTW only	6/8/2010	7.19	90.56	--	--	--	--	--
DTW only	3/4/2011	6.87	90.88	--	--	--	--	--
MW-6	Elevation Top of Casing =			97.86				
SI	10/6/2004	8.10	89.76	<2	<2	<2	<5	<11
DTW only	6/8/2010	7.17	90.69	--	--	--	--	--
DTW only	3/4/2011	6.94	90.92	--	--	--	--	--
MW-7	Elevation Top of Casing =			100.38				
SI	6/8/2010	8.90	91.48	<5.0	<5.0	<5.0	<5.0	<15
DTW only	3/4/2011	8.44	91.94	--	--	--	--	--
MW-8	Elevation Top of Casing =			99.74				
SI	3/4/2011	8.67	91.07	<1.22	620	2,600	9,460	<12,681
MW-9	Elevation Top of Casing =			99.57				
SI	3/4/2011	4.73	94.84	<5.0	<5.0	<5.0	<15.0	<30
MW-10	Elevation Top of Casing =			98.37				
SI	3/4/2011	7.48	90.89	345	638	1,800	6,770	9,553
MW-11	Elevation Top of Casing =			97.74				
SI	3/4/2011	6.71	91.03	<5.0	<5.0	<5.0	<15.0	<30
MW-12	Elevation Top of Casing =			97.95				
SI	3/4/2011	7.66	90.29	13.5	<5.0	<5.0	16.8	<40.3
MW-13	Elevation Top of Casing =			98.52				
SI	3/4/2011	8.43	90.09	11.6	<5.0	<5.0	<15.0	<36.6
MW-14	Elevation Top of Casing =			99.59				
SI	3/4/2011	9.48	90.11	<5.0	<5.0	<5.0	<15.0	<30
MW-15	Elevation Top of Casing =			99.53				
SI	3/4/2011	9.59	89.94	<5.0	<5.0	<5.0	<15.0	<30

**Table 2: Groundwater Analytical Data
Freedom Oil
1331 North Linden
Bloomington, Illinois**

Sample #	Date	DTW	GWE	Benzene	Toluene	E-benzene	Xylenes	Total BTEX
GP-1	3/23/2010	--	--	<5.0	<5.0	<5.0	<15.0	<30
GP-2	3/23/2010	--	--	<5.0	<5.0	<5.0	<15.0	<30
GP-3	3/23/2010	--	--	755	<17.5	1,240	<26.2	<2039
GP-4	3/23/2010	--	--	<6.10	<17.5	3,660	6,050	<9734
GP-5	3/23/2010	--	--	<6.1	<17.5	<18.7	<26.2	<69
GP-6	3/23/2010	--	--	<5.0	<5.0	<5.0	<15.0	<30
GP-7	3/23/2010	--	--	<6.1	<17.5	2,870	5,310	<8204
GP-8	3/23/2010	--	--	<5.0	<5.0	<5.0	<15.0	<30
GP-9	5/18/2010	--	--	14.0	65.5	2,490	5,740	8,309.5
GP-10	5/18/2010	--	--	<5.0	<5.0	<5.0	<15.0	<30.0
GP-11	5/18/2010	--	--	36.3	7.96	13.8	88.0	146.1
GP-12	5/18/2010	--	--	12.3	7.78	<5.0	19.9	<45
B-7	5/18/2010	--	--	15.5	460	2,810	5,790	9,075.5

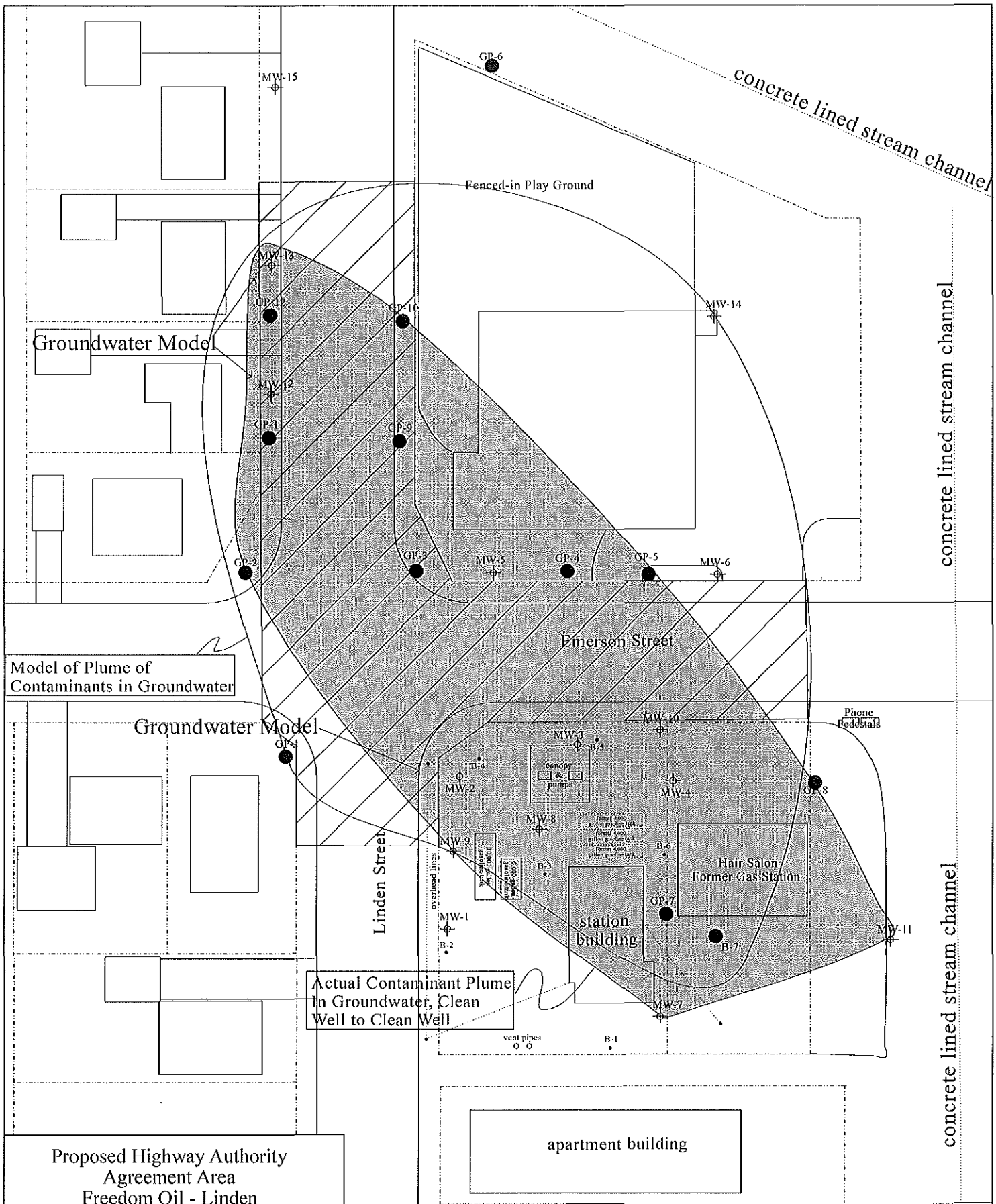
Notes:

- All results in parts per billion (ppb).
- IEPA Generic Cleanup Objectives:
- = No data available
- DTW = Depth to Water
- GWE = Groundwater Elevation referenced to datum point

Benzene	Toluene	E-Benzene	Xylenes	Total BTEX
5	1000	700	10,000	11,705 ppb

Exhibit C

Highway Authority Agreement Area

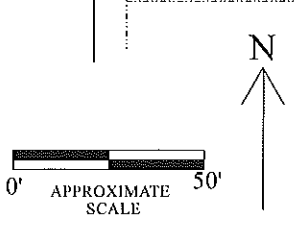


Proposed Highway Authority Agreement Area
 Freedom Oil - Linden
 Bloomington, IL

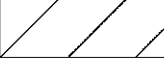



Date: 12/05/11 Drawn By: PLS

Project No: 02-47 Approved: AMG

Midwest Environmental Consulting & Remediation Services, Inc.



Legend

-  Highway Authority Agreement Area
-  MW-1 Groundwater Monitoring Well
-  B-2 Soil Boring Location
-  GeoProbe Boring

HIGHWAY AUTHORITY AGREEMENT

This Agreement is entered into this ___ day of _____, 201_ pursuant to 35 Ill. Adm. Code 742.1020 by and between the (1) Freedom Oil Company (“Owner/Operator”) and (2) City of Bloomington (“Highway Authority”), collectively known as the “Parties”.

WHEREAS, Freedom Oil Company are the owners or operator of one more leaking underground storage tanks presently or formerly located at 1331 North Linden Street, Bloomington, Illinois (“the Site”);

WHEREAS, as a result of one or more releases of contaminants from the above referenced underground storage tanks (“the Release(s)”), soil and/or groundwater contamination at the Site exceeds the Tier 1 residential remediation objectives of 35 Ill. Admin. Code 742;

WHEREAS, the soil and/or groundwater contamination exceeding Tier 1 residential remediation objectives extends or may extend into the Highway Authority’s right-of-way;

WHEREAS, the Owner/Operator is conducting corrective action in response to the Release;

WHEREAS, the Parties desire to prevent groundwater beneath the Highway Authority’s right-of-way that exceeds Tier 1 remediation objectives from use as a supply of potable or domestic water and to limit access to soil within the right-of-way that exceeds Tier 1 residential remediation objectives so that human health and the environment are protected during and after any access;

Now Therefore, the Parties agree as follows:

1. The recitals set forth above are incorporated by referenced as if fully set forth herein.
2. The Illinois Emergency Management Agency has assigned incident number 880916 to the Release.
3. Attached as Exhibit A is a scaled map prepared by Freedom Oil Company, that shows the Site and surrounding area and delineates the current and estimated future extent of soil and groundwater contamination above the Tier 1 residential remediation objectives as a result of the Release.
4. Attached as Exhibit B are tables prepared by Freedom Oil Company that lists each contaminant of concern that exceeds its Tier 1 residential remediation objective, its Tier 1 residential remediation objective and its concentrations with the zone where Tier 1 residential remediation objectives are exceeded. The

locations of the concentrations listed in Exhibit B are identified on the map in Exhibit A.

5. Attached as Exhibit C is a scaled map prepared by Freedom Oil Company showing the areas of the Highway Authority's right-of-way that is governed by this agreement ("Right-of-Way"). Because Exhibit C is not a surveyed plat, the Right-of-Way boundary may be an approximation of the actual Right-of-Way lines.
6. The Highway Authority stipulates it has jurisdiction over the Right-of-Way that gives it sole control over the use of the groundwater and access to the soil located within or beneath the Right-of-Way.
7. The Highway Authority agrees to prohibit within the Right-of-Way all potable and domestic uses of groundwater exceeding Tier 1 residential remediation objectives.
8. The Highway Authority further agrees to limit access by itself and others to soil within the Right-of-Way exceeding Tier 1 residential remediation objectives. Access shall be allowed only if human health (including worker safety) and the environment are protected during and after any access. The Highway Authority may construct, reconstruct, improve, repair, maintain and operate a highway upon the Right-of-Way, or allow others to do the same by permit. In addition, the Highway Authority and others using or working in the Right-of-Way under permit have the right to remove soil or groundwater from the Right-of-Way and dispose of the same in accordance with applicable environmental laws and regulations. The Highway Authority agrees to issue all permits for work in the Right-of-Way, and make all existing permits for work in the Right-of-way, subject to the following or a substantially similar condition:

As a condition of this permit the permittee shall request the office issuing this permit to identify sites in the Right-of-Way where a Highway Authority Agreement governs access to soil that exceeds the Tier 1 residential remediation objectives of 35 Ill. Admin. Code 742. The permittee shall take all measures necessary to protect human health (including worker safety) and the environment during and after any access to such soil.

1. The agreement shall be referenced in the Agency's no further remediation determination issued for the Release.
2. The Agency shall be notified of any transfer of jurisdiction over Right-of-Way at least 30 days prior to the date the transfer takes affect. This agreement shall be null and void upon the transfer unless the transferee agrees to be bound by this agreement as if the transferee were an original party to this agreement. The transferee's agreement to be bound by the terms of this agreement shall be memorialized at the time of transfer in a writing ("Rider") that references this

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3. This agreement shall become effective on the date the Agency issues a no further remediation determination of the Release. It shall remain effective until the Right-of-Way is demonstrated to be suitable for unrestricted use and the Agency issues a new no further remediation determination to reflect there is no longer a need for this agreement, or until the agreement is otherwise terminated or voided.
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Springfield, IL 62974-9276

Freedom Oil Company
814 West Chestnut
Bloomington, IL 61701

City of Bloomington
Engineering Department
115 E. Washington St.
PO BOX 3157
Bloomington, IL 61702-3157

IN WITNESS WHEREOF, the Parties have caused this agreement to be signed by their duly authorized representatives.

City of Bloomington

BY: _____

DATE: _____

ITS: _____

ATTEST: _____

IN WITNESS WHEREOF, Owner has caused this Agreement to be signed by its authorized representative.

Freedom Oil Company

BY: _____

DATE: _____

ITS: _____

Exhibit A

Extent of Contamination

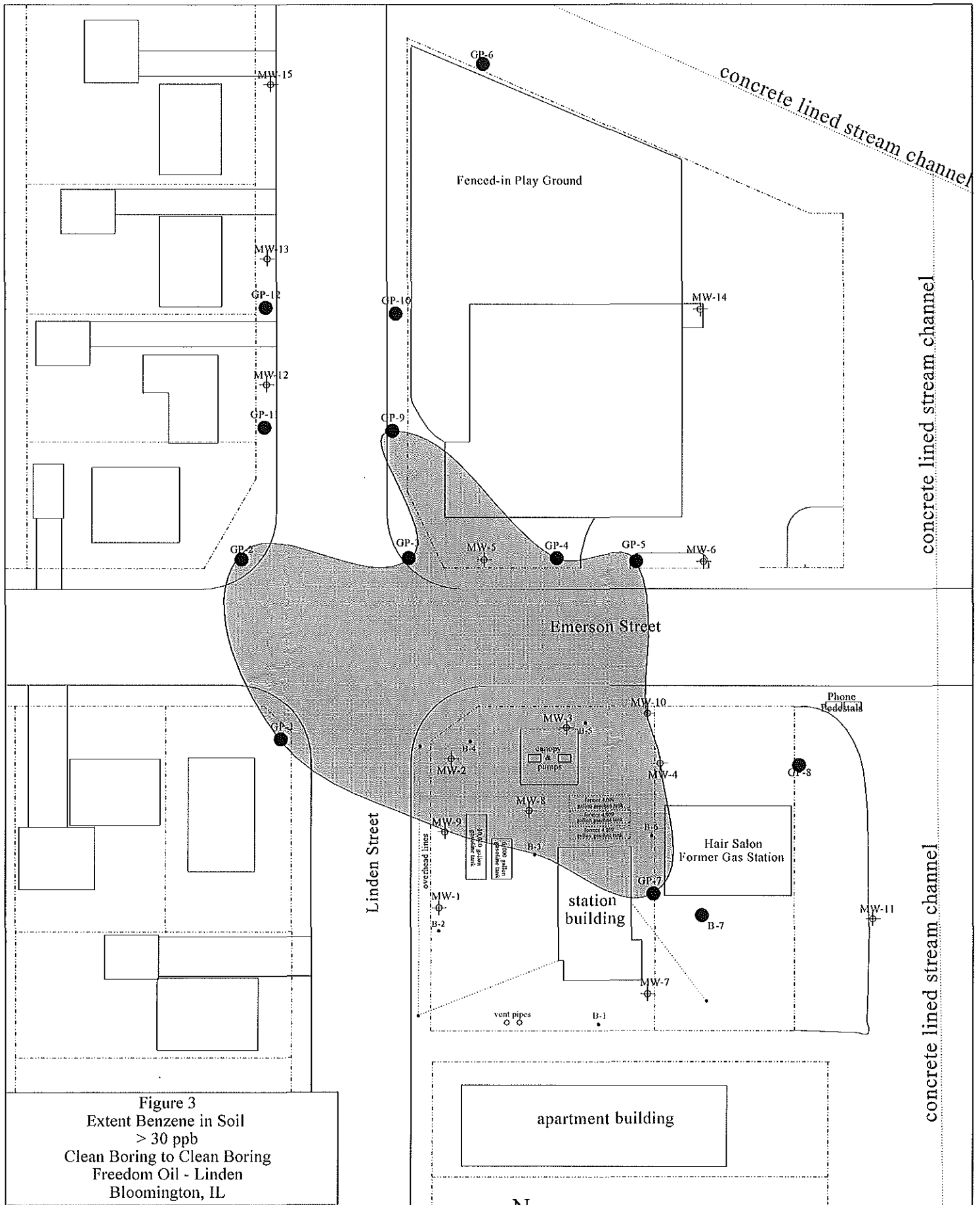
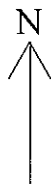


Figure 3
 Extent Benzene in Soil
 > 30 ppb
 Clean Boring to Clean Boring
 Freedom Oil - Linden
 Bloomington, IL

Date: 03/18/11	Drawn By: PLS
Project No: 02-47	Approved: AMG

Midwest Environmental Consulting
 & Remediation Services, Inc.



- Legend**
- MW-1 Groundwater Monitoring Well
 - B-2 Soil Boring Location
 - GeoProbe Boring

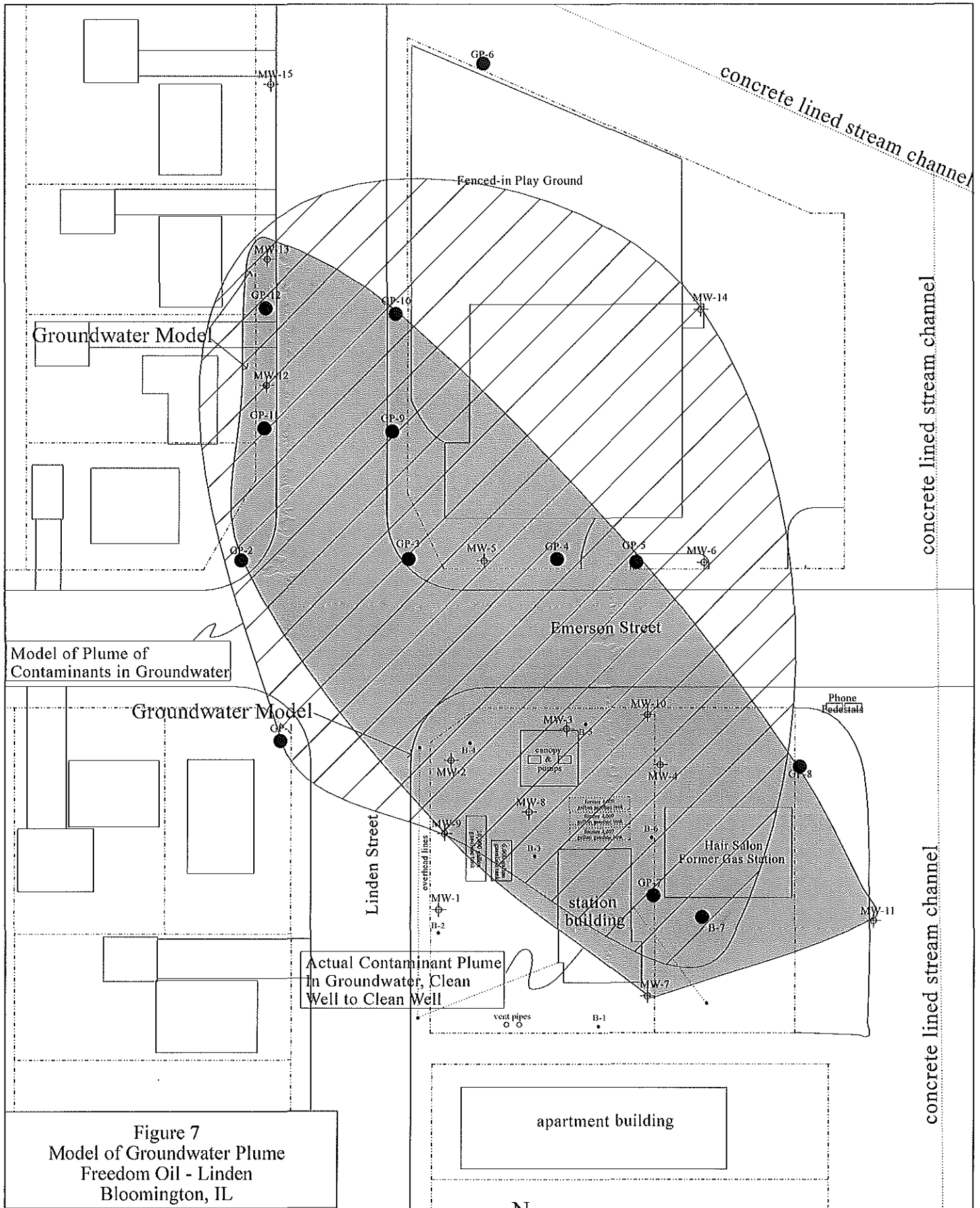


Figure 7
Model of Groundwater Plume
Freedom Oil - Linden
Bloomington, IL

Date: 12/05/11 Drawn By: PLS
 Project No: 02-47 Approved: AMG

Midwest Environmental Consulting
 & Remediation Services, Inc.



Legend

- MW-1 ⊕ Groundwater Monitoring Well
- B-2 ● Soil Boring Location
- GeoProbe Boring

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Bloomington, IL**

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MW-5, 16-18'	09/24/04	20.4	21.9	22.7	76.2	141.2
MW-6, 8-10'	09/24/04	6.5	8.0	4.3	9.6	28.4
MW-6, 14-16'	09/24/04	3.2	5.1	5.8	17.3	31.4
MW-7, 8-10'	05/18/10	<4.79	<4.79	<4.79	<14.4	<29
GP-1, 8-9'	03/23/10	<4.23	<4.23	<4.23	<12.7	<26
GP-2, 8-9'	03/23/10	<4.89	<4.89	<4.89	<14.7	<29
GP-3, 9-10'	03/23/10	<4.84	<4.84	<4.84	<14.5	<29
GP-4, 7-8'	03/23/10	<4.57	<4.57	<4.57	<13.7	<27
GP-5, 7-8'	03/23/10	<4.89	<4.89	<4.89	<14.7	<29
GP-6, 11-12'	03/23/10	<4.32	5.39	<4.32	<13.0	<27
GP-7, 8-9'	03/23/10	<5.24	<5.24	<5.24	<15.7	<32
GP-8, 9-10'	03/23/10	12.2	20.7	5.21	<13.4	<53
GP-9, 9-10'	05/18/10	<4.62	<4.62	<4.62	<13.9	<28
GP-10, 10-11'	05/18/10	<4.61	<4.61	4.95	<13.8	<28
GP-11, 10-11'	05/18/10	4.94	8.27	<4.32	<13.0	<31
GP-12, 10-11'	05/18/10	<4.57	<4.57	<4.57	<13.7	<27
MW-8, 6-8'	02/24/11	<4.29	<4.29	<4.29	<12.9	<26
MW-9, 6-8'	02/24/11	<3.79	<3.79	<3.79	<11.4	<23
MW-10, 6-8'	02/24/11	<4.45	<4.45	<4.45	<13.3	<27
MW-11, 8-10'	02/24/11	<4.42	<4.42	<4.42	<13.3	<27
MW-14, 6-8'	02/25/11	<5.19	<5.19	<5.19	<15.6	<31
MW-15, 10-11'	02/25/11	<4.83	7.39	<4.83	<14.5	<32

ALL RESULTS REPORTED IN PARTS PER BILLION (ug/kg, ug/L)

XX = Tier 1 soil remediation objective not listed in TACO tables.

NA = not analyzed

TACO Parameters

Sample	Subsurface	Bulk Density	Moisture	Particle Density	Soil Porosity	Fraction Organic Carbon	pH
Lean Clay		1.86 gm/cm ³	21.9%	2.61	41.5%	1.24%	8.28

**Table 2: Groundwater Analytical Data
Freedom Oil
1331 North Linden
Bloomington, Illinois**

Sample #	Date	DTW	GWE	Benzene	Toluene	E-benzene	Xylenes	Total BTEX
MW-1	Elevation Top of Casing =			100.00				
SI	10/6/2004	6.66	93.34	<2	<2	<5	<11	
DTW only	6/8/2010	5.42	94.58	--	--	--	--	--
DTW only	3/4/2011	5.51	94.49	--	--	--	--	--
MW-2	Elevation Top of Casing =			99.22				
SI	10/6/2004	9.38	89.84	19.7	<2	2.1	<5	<28.8
DTW only	6/8/2010	8.44	90.78	--	--	--	--	--
DTW only	3/4/2011	8.30	90.92	--	--	--	--	--
MW-3	Elevation Top of Casing =			98.50				
SI	10/6/2004	8.58	89.92	3,830	5,450	11,900	18,600	39,780
DTW only	6/8/2010	7.74	90.76	--	--	--	--	--
DTW only	3/4/2011	7.46	91.04	--	--	--	--	--
MW-4	Elevation Top of Casing =			98.88				
SI	10/6/2004	8.87	90.01	1,410	1,820	3,790	8,700	15,720
DTW only	6/8/2010	8.02	90.86	--	--	--	--	--
DTW only	3/4/2011	7.71	91.17	--	--	--	--	--
MW-5	Elevation Top of Casing =			97.75				
SI	10/6/2004	8.20	89.55	20,400	2,510	608	11,200	34,718
DTW only	6/8/2010	7.19	90.56	--	--	--	--	--
DTW only	3/4/2011	6.87	90.88	--	--	--	--	--
MW-6	Elevation Top of Casing =			97.86				
SI	10/6/2004	8.10	89.76	<2	<2	<2	<5	<11
DTW only	6/8/2010	7.17	90.69	--	--	--	--	--
DTW only	3/4/2011	6.94	90.92	--	--	--	--	--
MW-7	Elevation Top of Casing =			100.38				
SI	6/8/2010	8.90	91.48	<5.0	<5.0	<5.0	<5.0	<15
DTW only	3/4/2011	8.44	91.94	--	--	--	--	--
MW-8	Elevation Top of Casing =			99.74				
SI	3/4/2011	8.67	91.07	<1.22	620	2,600	9,460	<12,681
MW-9	Elevation Top of Casing =			99.57				
SI	3/4/2011	4.73	94.84	<5.0	<5.0	<5.0	<15.0	<30
MW-10	Elevation Top of Casing =			98.37				
SI	3/4/2011	7.48	90.89	345	638	1,800	6,770	9,553
MW-11	Elevation Top of Casing =			97.74				
SI	3/4/2011	6.71	91.03	<5.0	<5.0	<5.0	<15.0	<30
MW-12	Elevation Top of Casing =			97.95				
SI	3/4/2011	7.66	90.29	13.5	<5.0	<5.0	16.8	<40.3
MW-13	Elevation Top of Casing =			98.52				
SI	3/4/2011	8.43	90.09	11.6	<5.0	<5.0	<15.0	<36.6
MW-14	Elevation Top of Casing =			99.59				
SI	3/4/2011	9.48	90.11	<5.0	<5.0	<5.0	<15.0	<30
MW-15	Elevation Top of Casing =			99.53				
SI	3/4/2011	9.59	89.94	<5.0	<5.0	<5.0	<15.0	<30

**Table 2: Groundwater Analytical Data
Freedom Oil
1331 North Linden
Bloomington, Illinois**

Sample #	Date	DTW	GWE	Benzene	Toluene	E-benzene	Xylenes	Total BTEX
GP-1	3/23/2010	--	--	<5.0	<5.0	<5.0	<15.0	<30
GP-2	3/23/2010	--	--	<5.0	<5.0	<5.0	<15.0	<30
GP-3	3/23/2010	--	--	755	<17.5	1,240	<26.2	<2039
GP-4	3/23/2010	--	--	<6.10	<17.5	3,660	6,050	<9734
GP-5	3/23/2010	--	--	<6.1	<17.5	<18.7	<26.2	<69
GP-6	3/23/2010	--	--	<5.0	<5.0	<5.0	<15.0	<30
GP-7	3/23/2010	--	--	<6.1	<17.5	2,870	5,310	<8204
GP-8	3/23/2010	--	--	<5.0	<5.0	<5.0	<15.0	<30
GP-9	5/18/2010	--	--	14.0	65.5	2,490	5,740	8,309.5
GP-10	5/18/2010	--	--	<5.0	<5.0	<5.0	<15.0	<30.0
GP-11	5/18/2010	--	--	36.3	7.96	13.8	88.0	146.1
GP-12	5/18/2010	--	--	12.3	7.78	<5.0	19.9	<45
B-7	5/18/2010	--	--	15.5	460	2,810	5,790	9,075.5

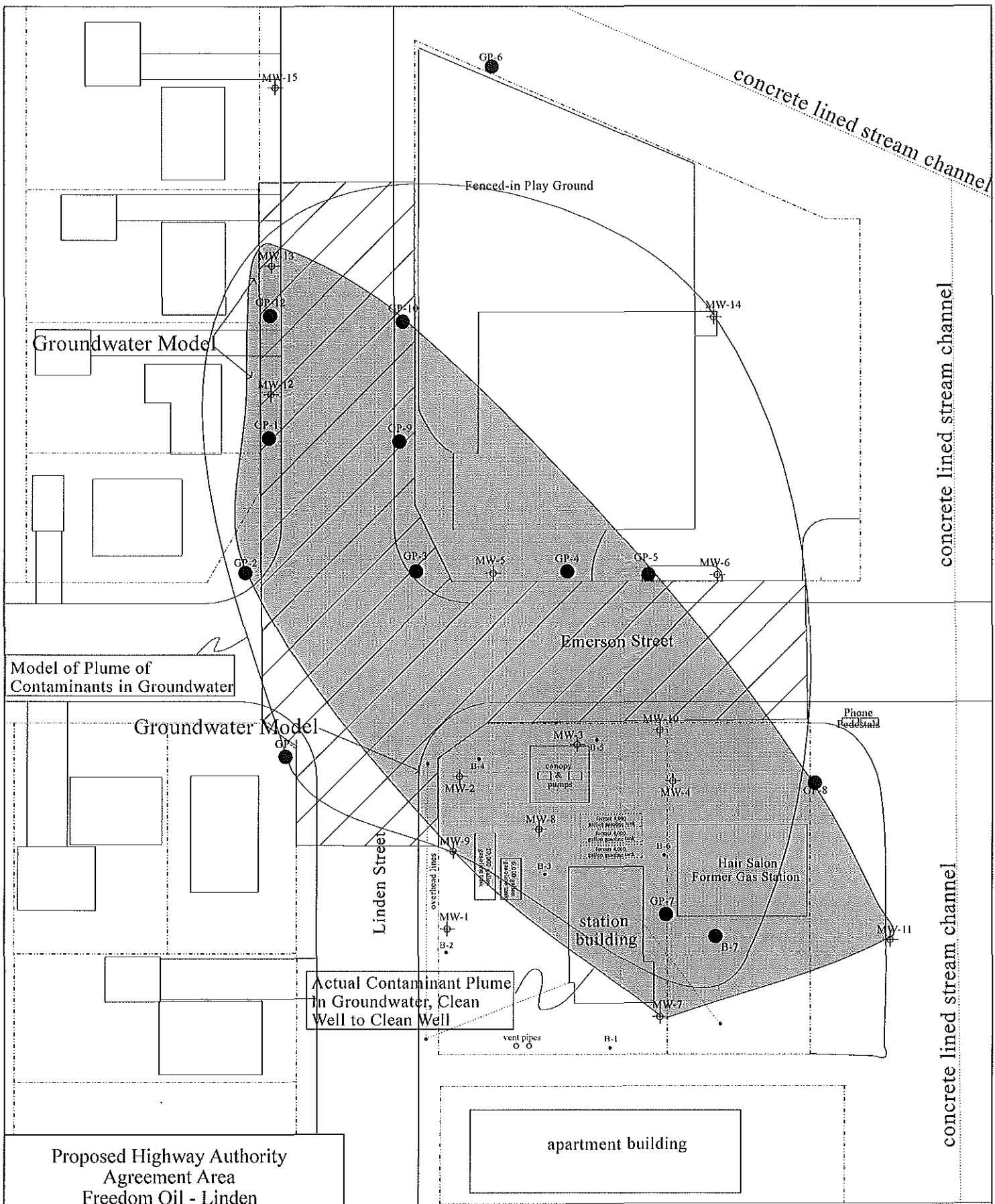
Notes:

- All results in parts per billion (ppb).
- IEPA Generic Cleanup Objectives:
- = No data available
- DTW = Depth to Water
- GWE = Groundwater Elevation referenced to datum point

Benzene	Toluene	E-Benzene	Xylenes	Total BTEX
5	1000	700	10,000	11,705 ppb

Exhibit C

Highway Authority Agreement Area



Proposed Highway Authority Agreement Area
 Freedom Oil - Linden
 Bloomington, IL

Date: 12/05/11	Drawn By: PLS
Project No: 02-47	Approved: AMG

Midwest Environmental Consulting & Remediation Services, Inc.



Legend

- Highway Authority Agreement Area
- MW-1 Groundwater Monitoring Well
- B-2 Soil Boring Location
- GeoProbe Boring



Public Works Department

115 E. Washington St., PO BOX 3157
Bloomington, IL 61702-3157
Phone: 309-434-2225
Fax: 309-434-2201

January 8, 2016

To: City Manager David A. Hales
From: Jim Karch, PE, CFM
RE: Ground pollution concerns, Linden at Emerson

We appreciate Council and public concerns regarding the issue of ground pollution documented at a service station at Linden and Emerson streets. While staff is preparing materials to be given to the Council later this month, ongoing questions require more timely response.

First, I want to assure you that, to the best of my knowledge, the State of Illinois, which has jurisdiction, does not and never has viewed ground pollution at the Freedom Oil site as a public health threat or as a contamination threat to the creek located about 275 feet to the north. The State Fire Marshal found gasoline contamination of soil, and that required testing and oversight by the state.

The end result of monitoring is a proposed "leave in place" order, meaning that the contamination is at such low levels that the State will not require removal of the affected soil. A standard ordinance is proposed in which Bloomington will ban construction and use of private water wells in the affected area. No such water wells are envisioned, but the ordinance is sought as a safeguard and as a step toward closing this file under Tier 1 of the Illinois Environmental Protection Agency (IEPA) protocol called Tiered Approach to Corrective Action Objectives (TACO). Staff recommends approval. Additional information can be found on the IEPA website <http://www.epa.gov/ust/cleaning-underground-storage-tank-ust-releases>.

Last week, I spoke to Eric Kuhlman, the field agent on this case from IEPA. He told me that gasoline leakage at Freedom was first discovered in the late 1980s by the State Fire Marshal while inspecting the site. Freedom subsequently upgraded its fuel tanks and related systems.

Testing at the property and surrounding properties followed. The results showed low levels of gasoline components. For example, the Tier 1 threshold level of a construction worker actually ingesting benzene at a site is 2,300 parts per million (ppm). The level at Freedom was 1.85 ppm.

My staff also reached out to the investigating geologist, Penny Silzer, from Midwest Environmental Services Inc. She assured us that the contamination "plume" has stabilized; it is not expanding. This is confirmed, she said, by the fact that monitoring in 2111 showed no growth in the plume – more than 20 years after initial monitoring.

"Providing good stewardship of the public infrastructure and equipment safely through competitive services and excellent customer relations."



Public Works Department

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Bloomington, IL 61702-3157

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While situations like this are extremely common, "common" does not equate to "taken lightly." Each case must be taken seriously, and I appreciate the need for due diligence on this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Karch". The signature is written over a large, faint circular watermark or stamp that is partially visible. The signature is fluid and cursive.

Jim Karch, P.E., CFM
Director of Public Works

Cc:\ Steve Rasmussen, Assistant City Manager

"Providing good stewardship of the public infrastructure and equipment safely through competitive services and excellent customer relations."