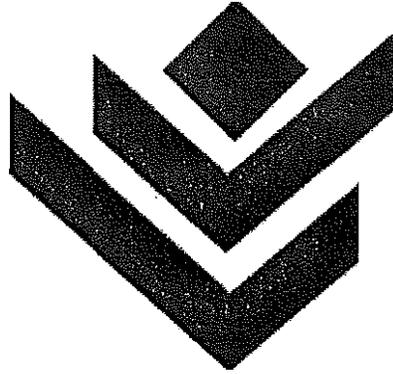




CITY OF  
BLOOMINGTON  
COUNCIL MEETING  
AUGUST 28, 2017



## **City Logo Design Rationale**

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

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

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

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

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

## Brief Summary of Five Council Priorities

### Five Priorities

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

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

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

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

#### 1. Economic Development

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

#### 2. Infrastructure

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

3. Financial Planning

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

4. Reduced Emergency Response Times

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

5. Downtown Implementation Plan

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



CITY OF  
*Bloomington*  
ILLINOIS

**RESOLUTION NO. 2016 -29**

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

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

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

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

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

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

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

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

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

**Vision:** A Jewel of Midwest Cities

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

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

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

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

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

Cherry L. Lawson, City Clerk

# AGENDA



## **CITY COUNCIL MEETING AGENDA**

### **CITY COUNCIL CHAMBERS**

**109 E. OLIVE STREET, BLOOMINGTON, IL 61701**

**MONDAY, AUGUST 28, 2017; 7:00 P.M.**

- 1. Call to order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer**
- 4. Roll Call**
- 5. Recognition/Appointments**
  - A. Reappointment of John Weber to the Building Board of Appeals

### **6. Public Comment**

*(Each regular City Council meeting shall have a public comment period not to exceed 30 minutes. Every speaker is entitled to speak for up to 3 minutes. To be considered for public comment, complete a public comment card at least 5 minutes prior to the start of the meeting. The Mayor will randomly draw from the cards submitted. Public comment is a time to give comment. It is not a question and answer period and the City Council does not respond to public comments. Speakers who engage in threatening or disorderly behavior will have their time ceased.)*

### **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.)*

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- A. Consideration of approving the Minutes of the August 14, 2017 Regular City Council Meeting. *(Recommend that the reading of the minutes be dispensed with and the minutes approved as printed.)*
- B. Consideration of Approving Bills, Payroll, Procurement Card Purchases, and Electronic Transfers in the amount of \$4,990,021.45. *(Recommend that the Bills, Payroll, Procurement Card Purchases, and Electronic Transfers be allowed in the amount of \$ 4,990,021.45 and orders drawn on the Treasurer for the various amounts as funds are available.)*
- C. Consideration of Approving a Reappointment to the Building Board of Appeals. *(Recommend John Weber be reappointed to the Building Board of Appeals.)*
- D. Consideration of approving the purchase of a scheduled replacement of one (1) Street Sweeper for the Storm Water Division of the Public Works Department. *(Recommend that the purchase of one (1) Elgin M4 Broom Bear Street Sweeper from Key Equipment of Bridgeton Missouri using the National Joint Powers Alliance contract number 022014-FSC in the amount of \$259,327.05 be approved, and that City staff be authorized to dispose of the City's 2008 Eagle Street Sweeper by public auction at Publicsurplus.com.)*
- E. Consideration of approving the purchase of scheduled replacement of two (2) Patrol Vehicles for the Police Department. *(Recommend Council approve the purchase of Two (2) 2018 Chevrolet Police Patrol Package Tahoes from Miles Chevrolet of Decatur IL using the Illinois State Contract number PSD4018343 in the amount of \$77,894.00, and the Procurement Manager be authorized to issue a purchase order.)*
- F. Consideration of Bids, and approval of Contracts with Vendors for Supply and Delivery of various Water Treatment Chemicals (Bid No. 2018-14). *(Recommend the unit prices from the following bidders for the noted water treatment chemicals at the indicated unit prices be accepted (i.e. Liquid Chlorine bid unit price is \$320.00 per ton for an agreement with JCI Jones, Inc. from September 15, 2017 through April 30, 2021; that the minor variance to JCI Jones, Inc.'s bid submittal be waived, based on the staff recommendation below; Anhydrous Ammonia bid unit bid price is \$1,600.00 per ton for an agreement with Tanner Industries, Inc. from Tanner Industries (from September 15, 2017 through April 30, 2021) be approved; and the City Manager & City Clerk be authorized to execute the necessary documents.)*
- G. Consideration of passing an ordinance rezoning the property at 510 W. Oakland Ave from S-2, Public Lands and Institutions to R-1C, Single Family Residential District. *(Recommend an ordinance approving the rezoning of the property at 510 W. Oakland Ave from S-2, Public Lands and Institutions to R-1C, Single Family Residential District be passed and that the Mayor and City Clerk be authorized to execute the necessary documents.)*

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- H. Consideration of an Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol (beer and wine) on Public Property in a portion of Downtown Bloomington during the A Noble Run 5K Race on September 9, 2017, from 12:00 P.M. to 9:00 P.M. in the area directly located in front of Drifters, 612 N. Main St. *(Recommend an Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol (beer and wine) on Public Property in a portion of Downtown Bloomington during the A Noble Run 5K Race on September 9, 2017, from 12:00 P.M. to 9:00 P.M., in portions of downtown Bloomington be adopted, and that Mayor and City Clerk be authorized to execute the necessary documents.)*
- I. Consideration of approving an Ordinance Suspending Portions Of Section 26(D) Of Chapter 6 And Section 701 Of Chapter 31 of the Bloomington City Code To Allow Possession Of Open Alcohol On Public Property During The ZooDo To Be Held At The Miller Park Zoo And Pavilion on September 23, 2017. *(Recommend an Ordinance be adopted Suspending Portions Of Section 26(D) Of Chapter 6 And Section 701 Of Chapter 31 of the Bloomington City Code To Allow Possession Of Open Alcohol On Public Property During The ZooDo To Be Held At The Miller Park Zoo And Pavilion on September 23, 2017.)*
- J. Consideration of approving a petition for the Lake Bloomington Lease Transfer of Lot 6 and 10 feet of Lot 7 in Block 5 in Camp Kickapoo, from Scott and Debra Rolfs to Peter and Katherine Yelinek. *(Recommend the Lake Lease Transfer be approved, subject to the septic system conditions included in the McLean County Health Department's July 21, 2017, letter and the new lease holder applying for permits for existing non-leased marginal land and reservoir improvements that are determined compliant with City rules and regulations within six (6) months of transfer, and further contingent upon the transferee providing documentation of the sale of the house located on the property, and that the Mayor and City Clerk be authorized to execute the necessary documents.)*
- K. Consideration of approving a petition for the Lake Bloomington Lease Transfer of Lot 3 in Block 29 in Camp Potawatomie, from David and Jeanne Cleary to Jim and Amy France. *(Recommend the Lake Lease Transfer be approved, subject to the septic system conditions included in the McLean County Health Department's July 21, 2017, letter and the new lease holder apply for permits for existing non-leased marginal land and reservoir improvements that are determined compliant with City rules and regulations within six (6) months of transfer, and further contingent upon the transferee providing documentation of the sale of the house located on the property, and that the Mayor and City Clerk be authorized to execute the necessary documents.)*
- L. Consideration of approving a petition for a Lake Bloomington Lease Transfer of Lot 14 in Block 3 in Camp Kickapoo, from Roger and Beth Yoder to Finn Amble. *(Recommend the Lake Lease Transfer and supplemental agreement (Lease Addendum) be approved, subject to the septic system conditions included in the McLean County Health Department's July 20,*

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*2017, letter and the new lease holder applying for permits for existing improvements on non-leased marginal City land and reservoir improvements within six (6) months of transfer, and further contingent upon the transferee providing documentation of the sale of the house located on the leased property, and that the Mayor and City Clerk be authorized to execute the necessary documents.)*

## **8. “Regular Agenda”**

- A. Consideration of an Ordinance Amending Fiscal Year 2018 Budget for Analysis of Bids and Approval of the Coliseum Sidewalk & Ramp Modifications Contract with Stark Excavating, Inc. for City Bid #2018-08 in the amount of \$571,875 for the Base Bid + Alternate 1A. *(Recommend the Ordinance Amending Fiscal Year 2018 Budget be approved; unit prices and Contract with Stark Excavating, Inc. for the Coliseum Sidewalk & Ramp Modifications, (Bid 2018-08) in the amount of \$571,875 for the Base Bid + Alternate 1A be approved; authorize the City Manager and City Clerk to execute the contractual documents, and authorize the Mayor and City Clerk to execute the Budget Amendment Ordinance.) (Presentation by Steve Rasmussen, Assistant City Manager 5 minutes, Council discussion 10 minutes.)*

B. Consideration of:

- a. Approving the Establishment of the Downtown Development as a division within the Community Development Department; and
- b. An Ordinance Approving an Amendment to the FY 2018 Budget in the amount of \$144,304.85.

*(Recommend the Council approve the Establishment of the Downtown Development as a division within the Community Development Department, Approve an Ordinance Amending the FY 2018 Budget in the amount of \$144,304.85, and authorize the Mayor and City Clerk to execute the necessary documents.) (Presentation by Steve Rasmussen, Assistant City Manager 5 minutes, Council discussion 10 minutes.)*

- C. Consideration of a Resolution approving commitment of funding the Hamilton Road - Bunn to Commerce project. *(Recommend a Resolution to commit to fund the 20% local match in order to receive 80% federal funding for the design and construction of Hamilton Road from Bunn to Commerce be adopted.) (Presentation by David Hales, City Manager and Jim Karch, Public Works Director 10 minutes, Council discussion 15 minutes.)*

- D. Consideration of adopting an ordinance approving termination of a three-party agreement pertaining to a portion of Eagle View South Commercial Subdivision and approving an amended preliminary plan entitled “Revision #2 to a portion of the Eagle View South Commercial Subdivision Preliminary Plan Bloomington, Illinois” dated June 29, 2017, for 15.84 acres located north of GE Road and east of Towanda Barnes Rd. *(Recommend Council*

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*adopt an ordinance approving termination of a three-party agreement pertaining to a portion of Eagle View South Commercial Subdivision and approving an amended preliminary plan entitled "Revision #2 to a portion of the Eagle View South Commercial Subdivision Preliminary Plan Bloomington, Illinois" revised on June 29, 2017, for 15.84 acres located north of GE Road and east of Towanda Barnes Rd. and that the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Tom Dabareiner, 5 minutes, Council discussion 10 minutes.)*

- E. Presentation on the proposed Streets Master Plan. *(Recommend: Presentation and discussion only.)(Presentation by Kurt Bialobreski Hanson Engineering, and David Hales, City Manager 30 minutes; Council discussion 20 minutes.)*

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

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# RECOGNITIONS



Council Date: August 28, 2017

## **COUNCIL AGENDA ITEM NO. 5**

### Recognition/Appointments

- A. Reappointment of John Weber to the Building Board of Appeals

# CONSENT AGENDA



**CONSENT AGENDA ITEM NO: 7A**

FOR COUNCIL: August 28, 2017

**SUBJECT:** Consideration of approving the Minutes of the August 14, 2017 Regular City Council Meeting.

**RECOMMENDATION/MOTION:** That the reading of minutes be dispensed and approved as printed.

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

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

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

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

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

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** 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:**

- August 14, 2017 Regular City Council Meeting Minutes

**SUMMARY MEETING MINUTES  
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL  
OF BLOOMINGTON, ILLINOIS  
MONDAY, AUGUST 14, 2017; 7:00 P.M.**

**1. Call to Order**

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 7:04 p.m., Monday, August 14, 2017.

The Meeting was called to order by Mayor Renner.

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

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

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

**4. Roll Call**

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

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

Staff Present: David Hales, City Manager, Steve Rasmussen, Assistant City Manager; Jeffrey Jurgens; Corporation Counsel, Cherry Lawson, City Clerk; Brendan Heffner, Chief of Police; Brian Mohr, Fire Chief; Scott Sprouls, IS Director, Nicole Albertson, Human Resource Director; Jim Karch, Public Works Director; and other City staff were also present.

**5. Recognition / Appointments**

- A. Recognition of Bloomington Firefighters who successfully completed probation: Aaron J. Larson, Joshua M. Kreml, Christian K. Merkau, and Eric R. Davison.
- B. Proclamation recognizing the American Red Cross “Sound the Alarm! Save A Life!” Campaign.
- C. Proclamation recognizing Employee Delvar Dopson for Outstanding Customer Service Award.

- D. Appointments to the Transportation Commission: Angela Ballantini, Jill Blair, Maureen (Reenie) Bradley, Katherine Browne, Michael Gorman, Elizabeth Kooba, and Kelly Rumley.

## 6. Public Comment

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

Carolyn Jarvis	Joe Walden	Gary Lambert	Scott Stimerling
Bruce Meeks	Donna Bolen	Carl Woodward	

## 7. Consent Agenda

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

**Motion by Alderman Black seconded by Alderman Schmidt that the Consent Agenda be approved with the exception of items 7K.**

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

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

**Nays: None.**

**Motion carried.**

The following was presented:

Item 7A: Consideration of approving the Minutes of the July 24, 2017 Regular City Council Meeting.

The following was presented:

Item 7B: Consideration of Approving Bills, Payroll, Procurement Card Purchases, and Electronic Transfers in the amount of \$ 9,825,364.87.

The following was presented:

Item 7C: Consideration of Approving Appointments to the Transportation Commission.

The following was presented:

Item 7D: Ratification of Collective Bargaining Agreement with Local 193 of IATSE.

The following was presented:

Item 7E: Consideration of approving the purchase ammunition for Bloomington Police Department utilizing State Bid/Contract #4017592 in the amount of \$62,210.

The following was presented:

Item 7F: Consideration of approving the purchase of a replacement Records Management Software for the Fire Department.

The following was presented:

Item 7G: Consideration of approving the purchase of a Vactron LP873 SDT excavating and potholing machine in the amount of \$78,200.

The following was presented:

Item 7H: Consideration of:

- A. Approving a Resolution for Change Order #1 in the amount of \$17,940.00 to an existing contract with CAD Construction, Inc. for construction of the Police Training Facility Addition; and
- B. Approving and accepting payment in the amount of \$9,618.35 from Shive-Hattery, Inc. in satisfaction of errors in the initial construction drawings for construction of the Police Training Facility Addition that led to the Change Order #1.

The following was presented:

Item 7I: Consideration of approving the purchase of skid track loader for the Parks, Recreation, and Cultural Arts Department.

The following was presented:

Item 7J: Consideration of Analysis of Proposal and Approval of a Contract with Corrective Asphalt Materials, LLC in the amount of \$200,000 for FY 2018 Pavement Preservation.

The following was presented:

Item 7K: Consideration of an Ordinance amending the Bloomington City Code, Chapter 3, Section 6.9, Electrical Portable Signs, to allow permanent LED signs no larger than 8 square feet on publicly funded, not-for-profit transit vehicles.

ORDINANCE NO. 2017- 61

AN ORDINANCE AMENDING BLOOMINGTON  
CITY CODE CHAPTER 3 SECTION 6.9

Alderman Mathy expressed concern over the Council permitting the City to do something that we aren't going to allow anybody else in the community to do and does not like the idea of creating an exception to the rule that gives our bus system the ability to have electronic signs on them, but we exclude everyone else. He stated he would like to make a plan to sit down within 90 days to discuss a more holistic approach for all signage for businesses and for non-profit use across the City.

Mayor Renner replied the understanding that Alderman Mathy would have is that administration will bring back, at least for purposes of discussion, of what our options are within 60 to 90 days.

Mr. Hales responded that it certainly can be done and that Alderman Mathy brings up a good point in that do you allow the public sector to do something that the private sector is not allowed to do.

Alderman Mathy stated that we would not be the first City to have this. Some of the bigger metro areas have digital billboards not only on the back of buses but on the sides of them. He felt it would be more progressive to create a set of parameters and rules to make this an even playing field for everybody.

Mr. Hales stated that we had talked about it in jest, but why not allow very similar advertising on solid waste trucks, or city dump trucks or other city vehicles? Many cities have done it. The appropriate thing to do would be to go back to our Citizens' Committee and have them vet this and say should this particular exception be expanded into the private sector.

Mayor Renner stated that there were a number of cities who have helped balance their budget with transit.

Alderman Sage asked about the impact on staff for this as far as consuming time and energy from staff's perspective. He asked are going to move something off of a prioritized Council list to do this.

Alderman Buragas stated that she had a question that might clarify and that Ms. Simpson is here and hopefully she knows about this process, but her understanding from the minutes of the Zoning Board of Appeals Meeting is that the staff has already identified a comprehensive review of the signed ordinance which would include this discussion, and that's already something that they are contemplating doing.

Ms. Simpson stated, they were currently working with a consulting firm to work on the zoning ordinance. That, Mr. Dabareiner has been in discussion and the City Manager can also speak to this about seeing if they could not do our signed ordinance as well.

Alderman Mathy stated that the way that he was reading that is not including mobile signage as well and thought that particular ordinance was talking about permanent signage. If it includes, and part of that process is going to look at mobile signage as well, then he is content at waiting to see the results of that.

Alderman Black asked if they were voting to delay with no action.

Mayor Renner replied that as he Alderman Mathy that he was in favor of this, did not want to delay, do not have a motion yet, but Staff will make sure that within sixty to ninety days, we will try to bring something back.

Alderman Mathy stated not to put a parameter on there in case their signage presentation is not done in that timeframe. He then made a motion to approve Item 7K as written.

**Motion by Alderman Mathy seconded by Alderman Black that an Ordinance be adopted to amend the Bloomington City Code Chapter 3, Section 6.9, to allow permanent LED signs no larger than 8 square feet on publicly funded, not-for-profit transit vehicles, and that the Mayor and City Clerk be authorized to execute the necessary documents.**

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

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

**Nays:**

**Motion carried.**

The following was presented:

Item 7L: Consideration of an Ordinance Amending Chapter 29, Sections 174, 176, 177, 178, 180, 181, 183, 184 and 192 so that Parking Enforcement is moved from the Police Department to Facilities Management.

ORDINANCE NO. 2017- 62

AN ORDINANCE AMENDING CHAPTER 29, SECTIONS 174, 176, 177, 178, 180, 181, 183, 184 AND 192 SO THAT PARKING ENFORCEMENT IS MOVED FROM THE CITY OF

BLOOMINGTON POLICE DEPARTMENT TO CITY OF BLOOMINGTON FACILITIES  
MANAGEMENT

The following was presented:

Item 7M: Consideration of Adopting an Ordinance Rezoning 421 and 425 Olympia Drive from M-1, Restricted Manufacturing District, to B-1, Highway Business District.

ORDINANCE NO. 2017 - 63

AN ORDINANCE REZONING 204 N. ALLIN STREET, AND OF  
800, 801, 802, 803, 804, AND 806 W. WASHINGTON STREET FROM  
R-2, MIXED RESIDENTIAL, AND C-2, NEIGHBORHOOD SHOPPING DISTRICT, TO B-2,  
GENERAL BUSINESS SERVICE DISTRICT

The following was presented:

Item 7N: Consideration of Adopting an Ordinance Rezoning 2405 Monica Lane from A, Agriculture to R-1C, Single Family Residential District.

ORDINANCE NO. 2017 - 64

AN ORDINANCE REZONING THE PROPERTIES LOCATED AT 421 AND 425 OLYMPIA  
DRIVE FROM M-1, RESTRICTED MANUFACTURING DISTRICT TO B-1, HIGHWAY  
BUSINESS DISTRICT

The following was presented:

Item 7O: Consideration of Adopting an Ordinance Rezoning 806 W. Washington St., 804 W. Washington St., 800 and 802 W. Washington St., 803 W. Washington St., 801 W. Washington St., and 204 N. Allin St. to B-2, General Business Service District.

ORDINANCE NO. 2017 - 65

AN ORDINANCE REZONING THE PROPERTY LOCATED AT 2405 MONICA LANE  
FROM A, AGRICULTURE DISTRICT TO R-1C, SINGLE FAMILY RESIDENTIAL  
DISTRICT

The following was presented:

Item 7P: Consideration of an Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol (beer and wine) on Public Property in a portion of Downtown Bloomington during the Criterium Bike Race on August 26, 2017.

ORDINANCE NO. 2017 - 66

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE TO ALLOW POSSESSION OF OPEN ALCOHOL ON PUBLIC PROPERTY IN A PORTION OF DOWNTOWN BLOOMINGTON DURING THE BLOOMINGTON-NORMAL CRITERIUM BIKE RACE IN BLOOMINGTON.

The following was presented:

Item 7Q: Consideration of the request from Kaleb Shumara and Valerie Meredith to allow moderate consumption of alcohol at their August 26, 2017 wedding reception to be held at Davis Lodge.

ORDINANCE NO. 2017 - 67

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE FOR A WEDDING RECEPTION ON AUGUST 26, 2017, AT DAVIS LODGE

**Regular Agenda**

Item 8A. Consideration of authorizing the purchase of dasher boards, in the amount of \$187,870.94, and authorize a change to the FY 2017 Capital Lease Equipment to add the Hockey Dasher Boards for the Grossinger Motors Arena, including an additional 20% contingency for the project.

Mr. Hales stated that we very strongly are recommending Council authorize this purchase tonight and there are two parts to this motion. It is not only approval for the purchase of the dasher boards in the amount of the \$187,870.94, but then to also add an additional 20% contingency on top of that. He then explained the reason for the contingency and the reasoning for the new dasher board system.

Ms. Cannon stated that the vendor was coming back to town and going to verify that the system that we currently have will be playable through the December time period where we will have the opportunity in our schedule to be able to replace the entire system.

Alderman Mathy asked what the expected life span of the new system was.

Ms. Cannon stated that in it is about 15 years of life expectancy.

**Motion by Alderman Schmidt seconded by Alderman Hauman Council approve the purchase of the Hockey Dasher Boards for the Grossinger Motors Arena, in an amount of \$187,870.94, as well as an additional 20% contingency for the project, through the National**

**Joint Powers Alliance, on its terms and conditions, and authorize a change to add the Hockey Dasher Boards to the budgeted equipment for the FY 2017 Capital Lease.**

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

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

**Nays:**

**Motion carried.**

The following was presented:

Item 8B: Consideration of a Resolution authorizing the City Manager to approve energy supply contracts with a one hundred percent renewable energy option.

RESOLUTION NO. 2017- 28

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPROVE AN ELECTRIC SUPPLY CONTRACT

Mr. Rasmussen stated that at the last meeting, it was voted to hire the Stone River Group, and Don Frontone is here to speak from it. Tonight what we wanted to talk about is a resolution authorizing the City Manager to approve the energy supply contract when that time should come, and there is some urgency to this.

Mr. Frontone stated that since last they were there and were discussing energy, one of the things that he had been working on for some time is a way to save money in the energy purchase realm and explained his expertise and how it was used to create opportunity for clients to meet the best products and prices to meet their needs.

Mr. Rasmussen asked Mr. Frontone to address to the Council why we are doing this now since the contract for us does not expire until May of 2018.

Alderman Bray asked if we attain the best rates through being homogeneous with the other members of our group.

Mr. Frontone replied that the advantage is definitely to size.

Alderman Black asked about the ordinance as written and the three options.

Mr. Hales replied that the opt out provision is required by state law. This issue of choice in order to be able pick between 100% renewable or something less, only came up in the last week.

At this point and time, based on prior direction of the Council, we have been looking at 100% renewable, and there has not been a choice.

Mr. Waller stated that they had a meeting last week just before the packet came out. We met with City manager and had conversations with Mr. Frontone. I was able to make changes to the packet and the resolution. We did make those changes so the packet as presented, it says we have 100% renewable option so it is presented correctly.

Alderman Black stated that the reason he was belaboring this point is because he had not heard about this Normal option to opt in, stay in the Electric Aggregation Program or get the 100% renewable. He stated that he does not see a benefit here, but sees three options.

Alderman Buragas asked a question about the Normal letter and asked if it was specifically to a resident who is already opted out of the aggregation. She stated with regard to renewable energy, she agreed with Alderman Black.

Alderman Sage stated he rejects the idea that the City has to demand that the citizens choose renewable or be penalized and not be in the program. Give people the choice.

Alderman Mathy asked if we are if we are going to buy green energy credits, can we buy them from companies in Illinois.

Mr. Frontone answered that it is something in the future we can investigate and he was open to talking on the City's behalf on any range of issues, but on green energy, generally it is derived through the rec, and that is how they get it.

Mr. Hales stated that he thought they might still not have the right letter and was especially concerned over the paragraph that states, "your electric utility has informed us you are currently served or have chosen to be served by a competitive retail electric supplier". He stated this was not the one letter he was hoping that would have been going out to the bulk of the people because the philosophy was once you are in, you have a very small percentage of people who opt out.

Mr. Frontone explained that everybody is going to get a letter stating you are going to be on an opt out program. On this one if you are currently with your own provider, you are going to reassert that unless they are in that group.

Alderman Mwilambwe stated that he felt that when we start to discuss things like this at length, it means that it is not a good idea to move forward at this point and the idea is not quite ready.

**Motion by Alderman Buragas seconded by Alderman Black that Council authorize the proposed Resolution with an amendment so that the aggregation contract only includes one hundred percent renewable energy that affirms the City's municipal aggregation commitment to one hundred percent renewable energy, and authorize the City Manager to**

**approve energy supply contracts with a one hundred percent renewable energy option, and authorize the Mayor and City Clerk to execute the Resolution.**

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

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

**Nays: Alderman Sage and Alderman Mathy.  
Motion carried.**

The following was presented:

### **Adjournment**

**Motion made by Alderman Black seconded by Alderman Mwilambwe to adjourn the meeting at 9:04 p.m.**

**Motion carried (viva voce).**

CITY OF BLOOMINGTON

ATTEST

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Tari Renner, Mayor

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Cherry L. Lawson, City Clerk



**CONSENT AGENDA ITEM: 7B**

FOR COUNCIL: August 28, 2017

**SUBJECT:** Consideration of approving Bills, Payroll, Procurement Card Purchases, and Electronic Transfers in the amount of \$4,990,021.45.

**RECOMMENDATION/MOTION:** That the Bills, Payroll, Procurement Card Purchases, and Electronic Transfers be allowed in the amount of \$4,990,021.45, and orders drawn on the Treasurer for the various amounts as funds are available.

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

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

**FINANCIAL IMPACT:** Total disbursements to be approved \$4,990,021.45 (Payroll total \$2,465,564.11, Accounts Payable total \$2,124,299.74, Procurement Card Purchases total \$132,960.98, and Electronic Transfers total \$267,196.62).

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Accounts Payable

Reviewed by: Robert J. Nowak, Interim Chief Accountant

Recommended by:

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

David A. Hales, City Manager

**Attachment:**

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

**CITY OF BLOOMINGTON FINANCE REPORT**

**Council of August 28, 2017**

**PAYROLL**

Date	Gross Pay	Employer Contribution	Totals
8/11/2017	\$ 271,041.16	\$ 84,856.63	\$ 355,897.79
8/17/2017	\$ 1,394,779.11	\$ 369,519.73	\$ 1,764,298.84
8/18/2017	\$ 258,702.74	\$ 84,028.95	\$ 342,731.69
8/11/2017-8/18/2017	\$ 1,871.42	\$ 764.37	\$ 2,635.79
Off Cycle Adjustments			
<b>PAYROLL GRAND TOTAL</b>			<b>\$ 2,465,564.11</b>

**ACCOUNTS PAYABLE**

Date	Bank	Total
	AP General	\$ 2,027,319.83
	AP Comm Devel	\$ 2,283.20
	AP IHDA	\$ 2,800.00
	AP Library	\$ 63,367.81
	AP MFT	\$ 26,928.90
8/17/2017	Off Cycle Check Runs	\$ 1,600.00
<b>AP GRAND TOTAL</b>		<b>\$ 2,124,299.74</b>

**PCARDS**

Date Range	Total
7/1/2017-7/31/2017	\$ 132,960.98
<b>PCARD GRAND TOTAL</b>	
	<b>\$ 132,960.98</b>

**WIRES**

Date Range	Total
7/31/2017-8/21/2017	\$ 267,196.62
<b>WIRE GRAND TOTAL</b>	
	<b>\$ 267,196.62</b>

<b>TOTAL</b>			<b>\$ 4,990,021.45</b>
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Respectfully,

**Patti-Lynn Silva**  
Finance Director



**CONSENT AGENDA ITEM NO. 7C**

**FOR COUNCIL:** August 28, 2017

**SUBJECT:** Consideration of Approving a Reappointment to the Building Board of Appeals.

**RECOMMENDATION/MOTION:** That John Weber be reappointed to the Building Board of Appeals.

**STRATEGIC PLAN LINK:** Goal 4. Strong Neighborhoods.

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

**BACKGROUND:** The Mayor of the City of Bloomington has nominated and I ask your concurrence in the reappointment of:

**Building Board of Appeals.** John Weber of 2903 Grandview Drive, Bloomington, Illinois 61704 to the Building Board of Appeals. This will be his first three-year term which will expire 4-30-20. Prior to this, he served one four-year term for a total of seven years served as of 4-30-20. Application is on file in the Administration Office.

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

**FINANCIAL IMPACT:** Not applicable.

**COMMUNITY DEVELOPMENT IMPACT:** Not applicable.

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

M. Beth Oakley, Executive Assistant

Recommended by:

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

David A. Hales  
City Manager

**Attachments:**

- Roster

## Building Board of Appeals

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Appointment Date	Ward	Email	Street	City	Zip				
x	Plumbing	Jeffrey	Brown	04/30/20	2013	3/13/2017	NA	jb@pipeworksinc.com	8743 N 1550 E Road	Bloomington	61705				
x	Plumbing	Jerry	Kelleher	04/30/20	2017	6/26/2017	4	jjerryhmb@aol.com	2003 E Jackson	Bloomington	61701				
x	HVAC	Mark	Holderby	04/30/20	2017	6/26/2017	1	markholderby@gmail.com	806 E Wood Street	Bloomington	61701				
x	CHAIR - Construction (Engineer)	John	Meek	04/30/20	2013	3/13/2017	9	jmeek@fdco.com	1914 Hackberry Rd	Bloomington	61704				
x	At-Large	Michael	Gilmore	04/30/20	2017	3/13/2017	8	gilmorehomes@hotmail.com	63 Crista Ann	Bloomington	61704				
x	HVAC	Barbara	Page	04/30/20	2013	3/13/2017	8	barb@thelaneco.com	1107 Saddlebrook Drive	Bloomington	61704				
x	Electrical	Michael	Raikes	04/30/17	2013	10/14/2013	4	mike@ibew197.org	1520 N Clinton Blvd	Bloomington	61701				
x	Construction (Design Pro)	Larry	Stevig	04/30/20	2013	3/27/2017	9	larry.stevig_sea@yahoo.com	26 Kleggstone Circle	Bloomington	61704				
x	Electrical	John	Weber	04/30/17	2013	10/14/2013	8		2903 Grandview Dr	Bloomington	61704				
	Staff	Tom	Dabareiner					tdabareiner@cityblm.org	115 E Washington	Bloomington	61701		434-2446		
	Staff	Mark	Huber					mhuber@cityblm.org	115 E Washington	Bloomington	61701		434-2446		
	Staff	Robert	Coombs					rcoombs@cityblm.org	115 E Washington	Bloomington	61701		434-2447		

**Details: web updated**

Term: 4 years (3 years as of 5/1/2014)

Term Limit per City Code: 3 terms/9 years

Members: 9 members

Number of members the Mayor appoints: 9

Type: Internal

City Code: Chapter 10, Section 23

Required by State Statute: No

Intergovernmental Agreements: None

Funding budgeted from COB for FY2014: None

Meetings: Bi-annually on 1st Tuesday of the month and as needed, 1:30 p.m., meeting notice will be given 48+ hours in advance - Blm City Hall Council Chambers

Number of Vacancies: 1

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

Number of Expired Board Members Eligible for Reappointment: 1

**Appointment/Reappointment Notes:**



## CONSENT AGENDA ITEM NO. 7D

FOR COUNCIL: August 28, 2017

**SUBJECT:** Consideration of approving the purchase of a scheduled replacement of one (1) Street Sweeper for the Storm Water Division of the Public Works Department.

**RECOMMENDATION/MOTION:** Recommend that the purchase of one (1) Elgin M4 Broom Bear Street Sweeper from Key Equipment of Bridgeton Missouri using the National Joint Powers Alliance contract number 022014-FSC in the amount of \$259,327.05 be approved, and that City staff be authorized to dispose of the City's 2008 Eagle Street Sweeper by public auction at Publicsurplus.com.

**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 Storm Water Division of the Public Works Department has a 2008 Elgin Eagle Street Sweeper with 82,639 miles and 7,349 hours which is due for replacement in Fiscal Year 2018. The maintenance cost to date for this unit is \$234,781.19. Recent repairs include engine, electrical, air brake system, cooling system, suspension, hydraulic system, chassis electrical, fuel system, conveyor and bearings, and exhaust after treatment system. This unit will be used daily to comply with Illinois Environmental Protection Agency NPDES Permit for Storm Water Discharges from Municipal Separate Storm Sewer Systems (MS4) BMP # F6- Other Municipal Controls. Goal: The City operates a street sweeping program that annually cleans approximately 9,000 curb miles of street to remove material that otherwise may have entered the Storm Sewer System. Street sweeping is a Best Management Practice to meet the permit requirements. It is used to pick up leaves in the fall. Other uses include downtown clean up after events and removal of debris after water main, sewer, and road milling repairs. One of the older units will be moved to backup status when this unit is put into service. The City has been operating Elgin Eagles for several years. After test driving several units and contacting several municipalities and private companies, the Elgin Broom Bear was chosen for its performance, ease of maintenance and lower operating cost with the elimination of an auxiliary drive engine. The City purchased the same piece of equipment last year and is satisfied with the unit performance.

The replaced unit will be declared surplus and be sold on public auction at Publicsurplus.com. It is expected to bring \$30,000.00 at auction.

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. This contract is valid through 3/13/18.

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

**FINANCIAL IMPACT:** The Storm Water division of the Public Works Department has budgeted \$268,418.00 for the purchase of this unit using the Capital Lease-Capital Outlay Equipment Other than Office account (40110137-72140). The new unit will cost \$259,327.05. Stakeholders can locate this in the FY 2018 Budget Book titled “Adopted Other Funds Budget” on pages 102, 108 and 275.

**COMMUNITY DEVELOPMENT IMPACT:** *Not applicable*

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** *Not applicable*

Respectfully submitted for Council consideration.

Prepared by: Rob Krones, Superintendent of Fleet Maintenance

Reviewed by: Jim Karch, Director of Public Works, P.E. CFM

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Scott Rathbun, Interim Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- NJPA Quote
- Elgin Broom Bear Specifications
- R57 Picture



Corporate Office  
 P.O. Box 2007  
 Maryland Heights, MO 63043  
 314-298-8330

Branch Office  
 P.O. Box 11035  
 Kansas City, KS 66111  
 913-371-8260

Branch Office  
 P.O. Box 692109  
 Tulsa, OK 74169  
 918-809-8011



July 25, 2017

Mr. Rob Krones  
 City of Bloomington  
 109 East Olive Street  
 Bloomington, Illinois 61701

Dear Mr. Krones:

Please find attached the cost breakdown for purchasing a Elgin Broom Bear per NJPA Contract #022014-FSC. The Elgin Broom Bear is equipped with the following equipment:

- |   |              |
|---|--------------|
| • ELGIN 4 M BROOM BEAR DUAL with belt conveyor  | \$145,375.00 |
| • IH Chassis Alterations  | \$ 2,135.00  |
| • Air conditioning  |              |
| • Back-up alarm, electric   |              |
| • Battery, maintenance free,  |              |
| • Brakes, full air  |              |
| • Broom side, 46" steel vertical digger 5 segments                                      |              |
| • Broom side, pneumatic floating suspension with adjustable pin stops, pneumatic deploy |              |
| • Broom, main, 34" diameter, 60" side prefab, disposable                                |              |
| • Camera, Rear View with in-cab monitor (Color Camera)                                  |              |
| • Conveyor, flushing system   |              |
| • Conveyor, cleated belt, adjustable height   |              |
| • Conveyor raise in reverse   |              |
| • Conveyor stall alarm  |              |
| • Dirt shoes, heavy duty single row carbide steel (rubber isolated)                     |              |
| • Fresh air ventilator/heater/defroster   |              |
| • Fuel tank, 50 gallon  |              |
| • Hopper inspection door  |              |
| • Hopper, 4.5 Cu Yd with window and skylight  |              |
| • Hopper, variable height dump, 38" to 9'6"   |              |
| • Hopper up indicator with beep   |              |
| • Hose, hydrant fill, 16' 8" (5080 mm) with strainer and coupling                       |              |
| • Hydraulic oil level gauge w/ external thermometer and in-cab level light              |              |
| • Hydraulic system, load sensing with selectable transmission driven PTO pump           |              |
| • Hydraulic Float Mainbroom Suspension  |              |
| • Hydraulic Sidebroom   |              |
| • Lights, automatic backup  |              |
| • Lights, 2 combination, tail/stop lights   |              |
| • Lights, flood light, one per broom and main broom                                     |              |
| • Lights, headlights, 2 dual rectangular  |              |
| • Manuals, operator and parts   |              |
| • Mirrors, West Coast type with 8" diameter convex, both sides                          |              |
| • Rear broom cover and anti-carryover wrap  |              |
| • Rear broom spray bar  |              |
| • Sidebroom speed control, external to cab  |              |

- Sweep resume/raise in reverse
- Signals, self-canceling directional with hazard switch
- Sun visors
- Tactile controls for all sweep functions
- Tow loops or tow pins, front only; tie-down hooks, rear
- Transmission, Allison 3500 RDS
- Water spray, anti-siphon fill
- Water tank, molded polyethylene, 360 gallon total nominal capacity
- Water level indicator in cab
- Wheels, dual rear with tubeless radial tires
- Windshield washer
- Windshield wipers, two-speed, intermittent feature

Product Enhancements:

• Midwest Autolube Sweeper Dual	\$ 4,885.00
• Side Broom Tilt RH & LH with Indicator	\$ 2,040.00
• Single Rear/Single Hopper Beacon, LED with Guard	\$ 1,950.00
• Hydraulic Oil High Temperature, Low Level PTO Off with Display	\$ 515.00
• LED Stop/Tail/Turn	\$ 345.00
• (2) Rear High Mounted Oval Amber LED Flashers	\$ 570.00
• AM/FM Stereo Radio	\$ 900.00
• Front Spray Bar	\$ 735.00
• (1) National Air Ride Seat Cloth RH	\$ 2,225.00
• Conveyor Only Rotate for Washdown	\$ 470.00
• Fender Mounted Mirror Left Hand	\$ 510.00
• Broom Bear Service Manual	\$ 95.00
• Freight, St Louis	\$ 1,530.00
• Water Switches for SBs and Main Broom	\$ 935.00
• Water Switch for Front Spray Bar	\$ 1,050.00
• Hydraulic Float Mainbroom Suspension	N/C
• Hydraulic Sidebroom	N/C
• Rubber Belt Conveyor	N/C
<b>Total</b>	<b>\$166,265.00</b>
<b>NJPA Discount</b>	<b>\$ -4,987.95</b>
<b>Discounted Price</b>	<b>\$161,277.05</b>
<b>2017 International 4400 N9 w Heated Mirrors</b>	<b>\$ 95,800.00</b>
<b>PDI, Delivery, Training, Warranty Travel by Key Equipment</b>	<b>\$ 2,250.00</b>
<b>Total NJPA Price</b>	<b>\$259,327.05</b>

Please review the information. I will contact you to answer any questions you may have. Thank you for your consideration of the Elgin Sweeper Company and Key Equipment. We appreciate the opportunity to serve you.

Sincerely,



James E. Bone  
Territory Manager  
Key Equipment & Supply Company

# ELGIN<sup>®</sup>

Subsidiary of Federal Signal Corporation

## Broom Bear<sup>®</sup>



# ELGIN BROOM BEAR®

## POWERFUL, PROVEN, SINGLE ENGINE MECHANICAL SWEEPER

When contractors and municipalities need a durable sweeper that's easy and comfortable to operate, the Elgin Broom Bear is the sweeper of choice. From heavy duty construction debris, like millings or gravel, as well as light street maintenance, the Broom Bear has proven to be one of the most rugged and efficient sweepers in the industry. And the short wheelbase enhances maneuverability and makes the sweeper ideal for sweeping in tight cul-de-sacs.

Mounted on a commercially available conventional chassis with fully dualized controls and an intelligent single engine design that utilizes the chassis engine to power the sweeper, the Broom Bear features a large hopper and water tank, which means more productive sweeping time and fewer scheduled stops. A variable dumping height and 11 inch (279 mm) of hopper side-shift ensures easy dumping.



### APPLICATION SOLUTIONS

*Elgin Sweeper doesn't offer just one sweeping technology — we take an application-based approach to solving our customers' sweeping needs. Our team works with each customer to ensure that you get a machine that fits your specifications, with the right truck, engine configuration, fuel requirements, and options.*

### POWERFUL SUPPORT

*Elgin sweepers are built for clean, backed for life. Throughout the life of the sweeper, we offer training to your team on proper use and maintenance. We have a world-wide network of experienced dealers with factory trained technicians and a local stock of OEM parts and accessories to ensure total customer peace of mind.*

### UNMATCHED QUALITY

*The Broom Bear became part of the Elgin lineup 15 years ago and has been continuously improved. Manufactured in an ISO:9001 certified plant, Elgin Sweepers are quality inspected and functionally tested prior to shipment. Paint prior to assembly ensures uniform, durable coverage. Broom Bears are proudly assembled in the U.S.A.*



### HIGH PRODUCTIVITY SWEEP SYSTEM

- High torque diesel engine is teamed with Freightliner® M2 or International® Durastar® chassis to create one of the most powerful and reliable single engine packages in the industry.
- The control console, located between the operator stations, provides quick, easy access. All sweep function switches have tactile-feel surfaces, so operators can work the panel while keeping their eyes focused forward, for increased productivity and safe operation.
- Dual free-floating gutter brooms that adjust to variable road surfaces, a sweep path of 120 inches (3048 mm) with an additional extension of up to 144 inches (3657 mm) when both brooms are pinned to outer points, and a powerful free floating direct drive main broom, ensure reliable and complete pickup of debris.
- Superior dust control is maintained with in-cab zone controlled, dual diaphragm water pumps and a 360 gallon (1363 L) water tank for long sweep times between refills.
- The 4.5 cubic yard (3.4 cu meter) hopper features a double-scissor lifting mechanism that is center mounted for greater stability and trouble free operation. Dumping height is variable up to 10 feet (305 cm) and an 11 inch (279 mm) side shift enables a cleaner more efficient unloading of material. Optional 5.4 cubic yard (4.1 cu meter) hopper available.
- The chassis cab is dualized with OEM parts, including full factory controls, steering, and OEM gauge package that is identical for both left and right operator stations.



# EASY TO OPERATE. EASY TO MAINTAIN. BUILT TO LAST.



## MAIN BROOM

The main broom is attached to a fully floating trailing arm to better conform to road contours. Performance is optimized using mechanical main broom suspension that dynamically adjusts to various road conditions while on-the-go. Lift and lower functions are controlled from the cab. Main broom arm bearings are sealed, can be re-lubricated and are self-aligning for self-adjustment when experiencing an uneven load which decreases wear and increases main broom life.

## SIDE BROOMS

46 inch (1168 mm) trailing arm, free-floating side brooms offer four-way motion and protection against damaging impacts. Pneumatic lift and extension control enhances performance while sweeping within a 10 foot (3048 mm) wide path. Steel plate disc construction adds durability. Broom speed is controlled by hydraulic motors. Broom speed is constant and matched to the conveyor speed for optimal loading performance. Automatic settings control down-pressure, digging-pressure and wear-control. In-cab side broom pressure gauges and down-pressure control are standard.



## SQUEEGEE TYPE CONVEYOR

A steel roller chain drives an 11-flight, squeegee-type conveyor to load debris into the hopper. The chain operates on polyurethane sprockets, which last longer. Conveyor speed is constant and matched to the broom speed for optimal loading performance. Conveyor operating height can be raised from the cab up to 3 inches (76 mm) to avoid larger debris and other obstacles. Conveyor bearings are sealed and self-aligning for longer life.

## HYDRAULIC SYSTEM

The Broom Bear features a 23 gallon (87 L) reservoir with an external level indicator and thermometer. The system includes twin pumps that are direct driven variable displacement piston type with load sensing to adjust flow based on hydraulic oil demand in sweeping gear to maximize efficiency and reduce heat.



## SIMPLE, EASY-ACCESS MAINTENANCE

The Broom Bear was designed so that systems are accessible and easy to service. The hydraulic system with o-ring face seal fittings is designed for long life and leak-free operation. Heavy-duty waterproof electrical connectors and color-coded wires have stamped identification for quick location during troubleshooting. A stainless steel toolbox provides additional storage.

## COMMERCIAL CHASSIS/SINGLE ENGINE

A high torque diesel engine is teamed with a Freightliner Business Class or International Durastar chassis to create one of the most powerful and reliable single engine packages in the industry. The straight forward, single engine layout provides greater fuel efficiency and simple maintenance.

## POWER TRAIN

An Allison 3500 RDS transmission, a 10,000 lb (4536 kg) front axle and a 23,000 lb (10433 kg) twin air spring suspension 2-speed rear axle complement the powerful single engine and provide the operator with hours of comfortable ride.

# SUPERIOR MECHANICAL SWEEPER DESIGN

## LARGE VARIABLE HEIGHT DEBRIS HOPPER

The Broom Bear features a variable-height, right side dump hopper with a capacity of 4.5 cubic yard (3.4 cu meters) volumetric. All hopper lift and dump controls are hydraulic and easily operated from in-cab console mounted controls. A 50 degree dump angle allows material to easily slide out.

A unitized, twin-cylinder, double scissors lift rated at 11,000 lbs (4990 kg) unloads material at a minimum of 38 inches (965 mm) and a maximum of 10 feet (3048 mm). Payload capacity is 10,000 lbs (4536 kg) per load. An 11 inch (279 mm) side shift allows material to be unloaded into the center of a truck or container for cleaner dumping. A full hopper can dump and retract in 20 seconds for short intervals and up to 70 seconds at top height.



## SUPERIOR DUST SUPPRESSION

A 360 gallon (1363 L) removable water tank is made of corrosion resistant polyethylene. A 16 foot, 8 inch long (5.1 m) fill hose and water level indicator light located on the control console are standard. Water flow for the side and main brooms is in-cab zone controlled. The self-priming diaphragm pumps (run dry type, 40 psi) provide effective dust control. Three spray nozzles are positioned on each side broom and three on the main broom. Dual water pumps are standard.

## MEMORY SWEEP®

Elgin's exclusive Memory Sweep feature allows the operator to resume all previous sweeper settings, even broom tilt if so equipped, with one touch control. This feature enhances operator productivity and reduces operator fatigue. Memory Sweep incorporates a multiscreen display that indicates engine hours and water tank level as well as system diagnostics. This screen also displays optional features such as broom tilt angle and broom hours.



# UNIQUE APPLICATION VERSATILITY

## CONVEYOR FLEXIBILITY

The Broom Bear comes standard with a squeegee type conveyor designed to provide versatile and reliable performance in a wide range of applications including aggregate and granular material pick up of gravel and millings, ideal for road construction contractors as well as general municipal sweeping, trash, leaves, and other organics.

The Broom Bear is also available with a belt conveyor for applications such as highway sweeping and general municipal sweeping where large debris is encountered.

## THE ELGIN SQUEEGEE CONVEYOR

- Chain side-plate constructed from hardened steel for long life and smooth operation.
- Three-piece design for easy service without removing complete assembly.
- Thick, multi-ply rubber-edged flights provides efficient movement of debris into the hopper.
- Unique, interlocking, wavy-plate joint design prevents excessive wear and “thumping” over plate seams.
- Abrasion-resistant steel floor for durability.
- Direct-drive hydraulic motor for optimal power transfer to the conveyor system.



## THE ELGIN BELT CONVEYOR

- Full-width cleats move more material quickly to the hopper for maximum productivity.
- Direct-drive hydraulic motor for optimal power transfer to the conveyor system.
- Improved hopper fill by throwing debris towards center of hopper.
- Heavy-duty belt construction resists stretching and requires fewer adjustments.
- Ribs between cleats enhance effectiveness of moving fine debris into the hopper.



The Broom Bear conveyors are designed to be interchangeable should a customer have different applications throughout the sweep season.



## LOW EMISSIONS – ALTERNATIVE FUEL OPTION

The Elgin Broom Bear is available in a compressed natural gas (CNG) configuration. The Broom Bear single-engine mechanical sweeper is powered by the Cummins Westport ISL G natural gas engine, making it a fully certified EPA/CARB emission compliant street sweeper. Three 3600 psi composite fuel tanks are conveniently packaged in the rear compartment minimizing impact to chassis wheelbase. The Broom Bear has a generous 51 diesel gallon equivalent fuel capacity - providing ample sweeping range.

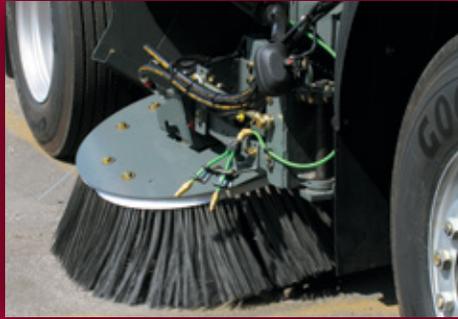


# OPTIONAL ENHANCEMENTS



## LIFELINER® HOPPER SYSTEM

The LIFELINER® hopper system is a specially designed hopper liner and finish system that greatly improves the life, durability, and functionality of a sweeper hopper.



## IN-CAB SIDE BROOM TILT AND EXTENDED REACH

Allows operator to sweep effectively in variably-pitched gutters. On-the-go pitch adjustment with a simple variable rocker switch that displays proper broom angle. Extended reach allows the side broom to follow curbs and tight cul-de-sacs.



## LIGHTING PACKAGES

The Broom Bear Sweeper can be equipped with a variety of optional lighting packages. Lighting packages are designed for flexibility based on customer requirements and can include strobes, beacons and arrow sticks.

## ADDITIONAL OPTIONS:

- Outside cab, side broom down pressure control
- In-cab, side broom speed control
- 5.4 cubic yard hopper (4.1 cu meter)
- Hydraulic float main broom suspension
- PM10 compliance package
- Functional water control
- Automatic lubrication system
- Front spray bar

## SPECIFICATIONS:

### SWEEP PATH

Main broom only:  
60 in (1524 mm)

Main broom & one side broom:  
90 in (2286 mm)

Main broom and 2 side brooms:  
120 in (3048 mm) up to 144 in (3657 mm)  
with pins in outer points

### HOPPER CAPACITY

Volumetric Capacity: 4.5 yd<sup>3</sup> (3.4 m<sup>3</sup>)  
Material volume: 3.3 yd<sup>3</sup> (2.5 m<sup>3</sup>)

### HOPPER DUMPING

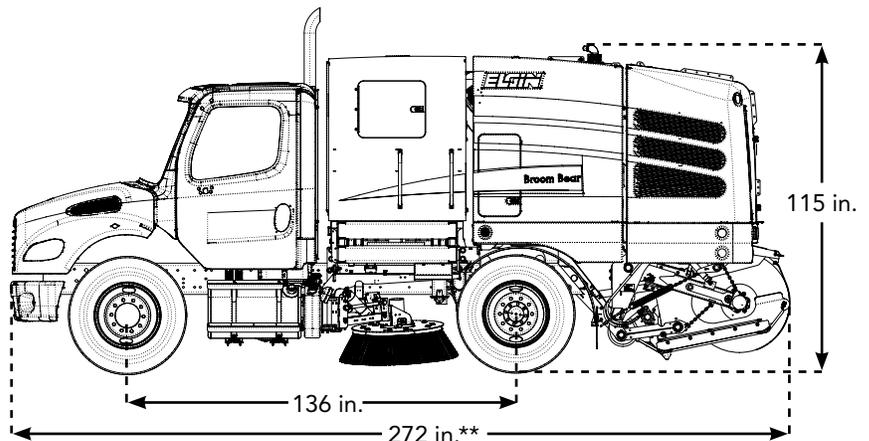
Minimum dump height: 38 in (965 mm)  
Maximum dump height: 10 ft (3048 mm)

### WATER SPRAY SYSTEM

Tank capacity: 360 gal. (1362 L)

### CHASSIS

Conventional



\*Consult factory for warranty details \*\*Transport mode

# ELGIN SWEEPER IS YOUR PARTNER...

## IN THE PLANNING

Instead of one-size-fits-all solutions, we'll work with you to select the sweeping technology that fits your specific needs.



## IN THE STREETS

We're here to help you maintain your Elgin and train your operators to ensure the job is done right.



## INTO THE FUTURE

Our dealers don't just sell you an Elgin; they're available to answer your questions and provide service for the life of the machine.



## WARRANTY

Elgin Sweeper Company backs the Broom Bear sweeper with a one-year limited warranty. The Broom Bear is warranted against defects in material or workmanship for a period of 12 months from the date of delivery to the original purchaser. Optional extended warranty packages are available. Consult your Elgin dealer for complete warranty information.

Your Local Elgin Dealer Is:



[elginsweeper.com](http://elginsweeper.com)

1300 W. Bartlett Road • Elgin, IL 60120 U.S.A.  
(847) 741-5370 Phone • (847) 742-3035 Fax

Specifications subject to change without notice. Some items shown may be optional. Elgin® LifeLiner® and Broom Bear® are registered trademarks of Elgin Sweeper Company. Freightliner® is a registered trademark of Daimler Trucks North America, LLC. International® and Durastar® are registered trademarks of Navistar, Inc.

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R57

ELGIN

R57

GMC T7500

BLOOMINGTON PUBLIC WORKS

ELGIN

Eagle



## CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: August 28, 2017

**SUBJECT:** Consideration of approving the purchase of scheduled replacement of two (2) Patrol Vehicles for the Police Department

**RECOMMENDATION/MOTION:** Recommend that the purchase of Two (2) 2018 Chevrolet Police Patrol Package Tahoes from Miles Chevrolet of Decatur IL using the Illinois State Contract number PSD4018343 in the amount of \$77,894.00 be approved, and the Procurement Manager be authorized to issue a purchase order.

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

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

**BACKGROUND:** Both units are for the Crime Scene Division of the Police Department. Currently, one of the units is a 2005 Chevy Tahoe that is scheduled for replacement this fiscal year. This unit is used by the Police Department for the investigation of crime scenes. It is used to transport the criminal investigative equipment and supplies in any kind of weather. It is 12 years old and has 86,261 miles on it with a maintenance cost to date of \$11,957.26. Recent issues with it have been air bag system, cooling system and water pump, electrical systems and lighting, ABS system, HVAC system, engine belts, pulleys and brakes.

The second unit is a 2012 Chevy Tahoe that is scheduled for replacement this fiscal year as well. This unit is also used by the Police Department for the investigation of crime scenes. It is used to transport criminal investigative equipment and supplies in any kind of weather. It is 5 years old and currently has 103,111 miles on it with a maintenance cost to date of \$9,711.82. Recent issues with it have been driver's seat, cooling system, electrical systems and lighting, motor mounts, front suspension, and HVAC system.

Staff respectfully requests to have the replacement units declared surplus and be sold on public auction at Publicsurplus.com. They are expected to sell for around a total of \$17,000.00.

The Illinois State Contract PSD4018343 is valid through 1/3/18.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** The Crime Scene Division of the Police Department has \$81,370 Budgeted in the FY 2018 Capital Lease-Capital Outlay Licensed Vehicle account (4011017-

72130). The replacement units will cost \$77,894. Stakeholders can locate this in the FY 2018 Budget Book titled “Adopted Budget Other Funds” on pages 102 and 106.

**COMMUNITY DEVELOPMENT IMPACT:** N/A

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

Respectfully submitted for Council consideration.

Prepared by: Rob Kronen, Superintendent of Fleet Maintenance

Reviewed by: Jim Karch, Director of Public Works, P.E. CFM

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Scott Rathbun, Interim Budget Manager

Community Development review by: (CD fill in once reviewed – name, title)

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Order Placement Form
- P06 Picture
- P56 Pictures

# Order Placement Form

Fax to (217) 872-2069

Miles Chevrolet has been awarded the Illinois State contract # PSD4018343 for the

## 2018 Chevrolet Tahoe PPV Police Interceptor.

**Base Price Equipment includes:.**

Police Pursuit Rated	5.3 V8 E85 Flex Fuel Engine	6-Speed Automatic Transmission	Underbody Skid Plate
Locking Rear Differential	Anti-Lock Frt & Rr Disc Brakes	Center Console - Delete	Tinted Glass
170 Amp Alternator	P265/70/R17 V Rated Tires (5)	17" Painted Steel Wheels	Power Front Seats
Rear Window Defogger	Cloth Front Bucket Seats	Intermittent Rain Sensing Wipers	110 Volt Power Outlet
Bluetooth Connectivity	Vinyl Rear 60/40 Bench Seat	720 CCA Primary Battery	LH Spotlight
Power Windows & Locks	HD Black Vinyl Floor Covering	730 CCA Auxiliary Battery	L&R Side Assist Steps
Cruise Control	Rear Heat & Air Conditioning	100 Watt Siren Speaker	Air Conditioning

**\$31,700.00**

**2WD Pursuit Rated**

**\$34,400.00**

**4WD Special Service\***

**\$34,990.00**

**4WD Pursuit Rated**

**Police Value Package includes all of the following options for only**

**\$1990.00**

Headlamp & Taillamp Flasher	Grille Light & Speaker Wiring (6J3)	Horn & Siren Wiring (6J4)	Hill Start Assist.
Night Saver Dome Light	Trailer Hitch w/ 7 Wire Harness	Full Length Running Boards	Stabilitrak
Ignition Override Switch	Frame Mounted Recovery Hooks	AM/FM w/ 5 USB Ports	Vehicles Keyed Alike
Heated Power OSRV Mirrors	Daytime Running Lights Off Switch	Theft Deterrent System	Keyless Entry (2)
High Capacity HD Radiator	HD Engine Oil Cooler	Transmission Cooler	Full Size Spare Tire
HD Rubber Floor Mats (4)	Rear Vision Camera w/ Park Assist	Tire Pressure Monitor	In State Delivery

\* 4WD Special Service Vehicle is not pursuit rated (top speed 98 mph) and has P255/70R17 all season tires.

**Order Additional Options**

**Please Check Options Desired**

**CONTRACT OPTIONS**

Engine Block Heater	\$ 75.00
Ignition Override Switch	\$ 240.00
Carpet	\$ 170.00
Disable Rear Door Functions	\$ 105.00
Headlamp & Taillamp (Wig/Wag) Flasher	\$ 440.00
<input checked="" type="checkbox"/> Extra Key	\$ 40.00
Additional Remote (Fob)	\$ 75.00
Vehicles Keyed Alike	\$ 22.00
Delete DRL & Automatic Headlamps	\$ 45.00
<input checked="" type="checkbox"/> Ground Studs Rear Auxiliary	\$ 85.00
Auxiliary Speaker Wiring	\$ 52.00
Delete Spotlight	\$ -150.00

**NON-CONTRACT OPTIONS**

<input checked="" type="checkbox"/> Red & White LED Dome Light	\$ 170.00
Push Bumper	\$ 690.00
<input checked="" type="checkbox"/> Splash Guards (Molded Front & Rear)	\$ 245.00
Aluminum Wheels (Non Pursuit Only)	\$ 600.00
Remote Start	\$ 300.00
Body Side Moldings	\$ 250.00
<input checked="" type="checkbox"/> Undercoating - Sound Shield	\$ 199.00
<input checked="" type="checkbox"/> Corner LED 4 (White, Blue) or Red	\$ 1078.00
<input checked="" type="checkbox"/> Power Adjustable Pedals	\$ 150.00
Bucket Seats w/ Factory Console	\$ 250.00
Illinois Title & Municipal Police Plates	\$ 103.00

Exterior Colors:  Black    \_\_\_ Silver    \_\_\_ Dark Blue    \_\_\_ Champaign

(Interiors are Black)    \_\_\_ White    \_\_\_ Tungsten    \_\_\_ Victory Red (\$495.00 Extra)

**BILL / SHIP TO:**

City, County or Village of: City of Bloomington Tax Exemption # E 9994-9903-07.

Address: 336 South Main St City: Bloomington State: IL Zip: 61701

Contact Person: Rob Kroner Phone: 309-434-2296 Fax: 309-434-2803

Per Vehicle Price w/ Options \$ 38,947.00 Quantity: 2 Total Order Amount: \$ 77,894.00

Tom Wene - Fleet Operations  
(217) 872-2070 Fax (217) 872-2069

Miles Chevrolet 150 W Pershing Road Decatur, IL 62526  
EMAIL twene@vtaig.com



06



**BLOOMINGTON**  
**POLICE**

*Improving the Quality of Life in Our Community*

06

EMERGENCY DIAL  
**911**  
EMERGENCIA MARQUE

BLOOMINGTON  
POLICE



ILLINOIS  
M P 4768

POLICE  
ON 24/7





## CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: August 28, 2017

**SUBJECT:** Consideration of Bids, and approval of Contracts with Vendors for Supply and Delivery of various Water Treatment Chemicals (Bid No. 2018-14).

**RECOMMENDATION/MOTION:** That the unit prices from the following bidders for the noted water treatment chemicals at the indicated unit prices be accepted (i.e. Liquid Chlorine bid unit price is \$320.00 per ton for an agreement with JCI Jones, Inc. from September 15, 2017 through April 30, 2021; that the minor variance to JCI Jones, Inc.'s bid submittal be waived, based on the staff recommendation below; Anhydrous Ammonia bid unit bid price is \$1,600.00 per ton for an agreement with Tanner Industries, Inc. from Tanner Industries (from September 15, 2017 through April 30, 2021) be approved; and the City Manager & 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 1e. Partnering with others for the most cost-effective service delivery.

**BACKGROUND:** On August 15, 2017, bids were opened for City of Bloomington's water treatment chemical (Liquid Chlorine and Anhydrous Ammonia) needs. Other chemicals utilized in the water treatment process are under agreements or will be presented separately in the future as needs arise.

The Liquid Chlorine bid unit price is \$320.00 per ton for an agreement with JCI Jones, Inc. from September 15, 2017 through April 30, 2021. No other bids for liquid chlorine were received. The single bid unit price submitted by JCI Jones, Inc. is equal to the current unit price being paid by the Water Department.

The Anhydrous Ammonia bid unit bid price is \$1,600.00 per ton for an agreement with Tanner Industries, Inc. from September 15, 2017 through April 30, 2021. No other bids for anhydrous ammonia were received. The single bid unit price submitted by Tanner Industries, Inc. is 2.5% lower than the current unit price being paid by the Water Department.

Staff is requesting that the agreement from JCI Jones, Inc. for Liquid Chlorine and the agreement from Tanner Industries, Inc. for Anhydrous Ammonia be approved. Staff estimates the yearly cost of Liquid Chlorine to be \$35,000, while the yearly cost of Anhydrous Ammonia is estimated to be \$40,000.

Based on historical pricing and availability, staff recommends entering into agreements with JCI Jones, Inc. and Tanner Industries, Inc. Market fluctuation and availability impact the bid prices

received. The approximate 3.5 year contracts lock in at a prices equal to or lower than seen in the recent past and ensures the chemicals are available when City needs to purchase additional quantity.

The bid submittal by JCI Jones, Inc. did contain what City staff considered to be a minor variance in this limited situation since there was only one bidder. Specifically, the bid bond was left out of the submittal package. Since JCI Jones, Inc. was the only bidder, it cannot be said that the bidder was put in a position of advantage over other bidders in this specific and limited situation or otherwise undermined the necessary common standards of competition. In addition, the bid was for the provision of a commodity as opposed to a public work and the JCI Jones, is currently providing said commodity to the City. Accordingly, the variation in the submission by this bidder, as the sole bidder, was minor and can be waived by the City in this limited circumstance. JCI Jones, Inc. is currently the provider of liquid chlorine and satisfactorily follows the City's terms and conditions. In other situations, including for public work projects, failure to submit the bid bond is cause for rejection of the bid.

The use of these individual chemicals in the water treatment process is as follows:

Liquid Chlorine – A compound added to provide the necessary and mandated concentration of disinfectant within the water distribution network. We are required to maintain a concentration of 0.5 mg/l to achieve that public health goal.

Anhydrous Ammonia – Ammonia is added to the water already containing chlorine to form a class of compounds known as chloramines. Chloramines act as disinfectants, just like chlorine, but are stable in the water delivered to customers for a longer period of time than just chlorine alone.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The invitation to bid was advertised in The Pantagraph on July 27, 2017.

**FINANCIAL IMPACT:** Water has budgeted \$800,000 in FY 2018 in the Water Purification-Water Chemicals account (501000130-71720). Stakeholders can locate this in the FY 2018 Budget Book titled “Adopted Budget Other Funds” on page 141. Below is a breakout of charges for the 2 chemicals being reviewed in this memo:

Liquid Chlorine

September 15, 2017 – April 30, 2018 - \$26,000

May 1, 2018 – April 30, 2019 - \$35,000

May 1, 2019 – April 30, 2020 - \$35,000

May 1, 2020 – April 30, 2021 - \$35,000

Anhydrous Ammonia

September 15, 2017 – April 30, 2018 - \$30,000

May 1, 2018 – April 30, 2019 - \$40,000

May 1, 2019 – April 30, 2020 - \$40,000

May 1, 2020 – April 30, 2021 - \$40,000

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

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

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** Not Applicable.

Respectfully submitted for Council consideration.

Prepared by: Joseph M. Darter, Miscellaneous Technical Assistant  
Rick Twait, Superintendent of Purification

Reviewed by: Robert Yehl, PE. Water Director  
Steve Rasmussen, Assistant City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Scott Rathbun, Interim Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Contract – JCI Jones, Inc. - Liquid Chlorine
- Contract – Tanner Industries, Inc. - Anhydrous Ammonia
- Bid Tabulation

**CITY OF BLOOMINGTON  
CONTRACT WITH**

**FOR**

**THIS AGREEMENT**, dated this \_\_\_\_ day of \_\_\_\_\_, 2017, 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.** 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.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Fees as set forth in the Procurement Documents up to the Contract amount of \$\_\_\_\_\_.

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: \_\_\_\_\_  
Its City Manager

By: \_\_\_\_\_  
Its \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Its \_\_\_\_\_

**CITY OF BLOOMINGTON  
CONTRACT WITH**

**FOR**

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\_\_\_\_\_ (hereinafter “Request”)

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Fees as set forth in the Procurement Documents up to the Contract amount of \$\_\_\_\_\_.

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**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 \_\_\_\_\_



CITY CLERK  
 109 EAST OLIVE STREET  
 BLOOMINGTON, IL 61702-3157  
 309.434.2240 tel  
 309.434.2802 fax

RECORD OF BID OPENING FOR:

**BID #2018-14**  
**Water Chemicals**

TIME: 11:00 a.m.

DATE: August 15, 2016

Bidder's Name	City, State	Mandatory City Documents	Bid Signed	Bid Bond	Addendum #1	Anhydrous Ammonia Base Bid	Freight per 2,000 lbs.	Anhydrous Ammonia Alternate Bid #1	Freight per 2,000 lbs.	Anhydrous Ammonia Alternate Bid #2	Freight per 2,000 lbs.	Liquid Chlorine Base Bid	Freight per 2,000 lbs.	Liquid Chlorine Alternate Bid #1	Freight per 2,000 lbs.	Liquid Chlorine Alternate Bid #2	Freight per 2,000 lbs.
J.C.I. Jones	Beech Grove IN	✓	✓		✓	No Bid						\$320	N/A	\$320	N/A	\$320	N/A
Tanner Industries	Southampton PA	✓	✓	✓	✓	\$1,640	included	\$1,630	included	\$1,600	included					No Bid	
Penceco Inc.	San Fele, PR TX									No Bid							

WITNESSES:  
 Gene [Signature]  
 [Signature]  
 Misty [Signature]  
 [Signature]  
 [Signature]

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



## CONSENT AGENDA ITEM NO. 7G

FOR COUNCIL: August 28, 2017

**SUBJECT:** Consideration of passing an ordinance rezoning the property at 510 W. Oakland Ave from S-2, Public Lands and Institutions to R-1C, Single Family Residential District.

**RECOMMENDATION/MOTION:** That an ordinance approving the rezoning of the property at 510 W. Oakland Ave from S-2, Public Lands and Institutions to R-1C, Single Family Residential District be passed and that the Mayor and City Clerk be authorized to execute the necessary documents.

**STRATEGIC PLAN LINK:** 4. Strong Neighborhoods

**STRATEGIC PLAN SIGNIFICANCE:** 4c. Preservation of property/home valuations

**BACKGROUND:** The subject property is located on the south side of W. Oakland Ave near the intersection of Oakland Ave and Lee St. It is approximately 6,380 square feet and improved with a single family home. The site was rezoned S-2, Public Lands and Institutions in the late 1990s to be used as a domestic violence shelter. The site is adjacent to other single family homes also rezoned S-2, and a church (approximately 0.5 acres) zoned S-2. Collectively, the properties form a linearly aligned, 100ft wide, one acre patch of S-2 designated properties located on the south side of W. Oakland Ave. It would be challenging to develop this land for the types of uses contemplated in the S-2 district, such as schools and courthouses, due to its long, narrow configuration.

The petitioner is attempting to purchase 510 W. Oakland Ave with the intention of continuing to use it as a single family home. Under the S-2 zoning the subject property is considered nonconforming and as a consequence the petitioner, who is also a first-time home buyer, is having difficulty acquiring a loan for the house. **The petitioner is requesting the zoning map amendment to R-1C to eliminate the nonconforming status of the property.** On August 9, 2017 the Planning Commission also reviewed a similar petition for 508 W. Oakland Ave, the property east of the subject property. The rezoning of 510 W. Oakland Ave would have minimal impact on the surrounding properties because no changes to the layout, use, or design of the property are expected. Instead, it would decrease a barrier to financing improvements for the home, adding value to the community.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** This case was before the Planning Commission for a public hearing and review on July 26, 2017. No citizens, outside of the applicant, spoke in favor of the petition. No citizens spoke in opposition. The Board recommended approval of the rezoning petition; this position is consistent with staff's recommendation. The motion was passed by unanimous vote, 7-0. Public notice of the hearing was published in the *Pantagraph* on July 10, 2017. In accordance with the Zoning Ordinance

(Ordinance No. 2006-137), courtesy copies of the Public Notice were mailed to approximately 120 property owners within 500 feet. In addition, a public notice/identification sign was posted on the property.

**FINANCIAL IMPACT:** All utilities exist and the property is served by fire, police and the school districts. The single family home is nonconforming as it is zoned. Amending the zoning will bring the use into conformance with the zoning ordinance and could reduce financial barriers for the homeowner trying to invest and improve property values.

**COMMUNITY DEVELOPMENT IMPACT:** *Link to Comprehensive Plan*

The Comprehensive Plan promotes quality and affordable housing for residents and increased homeownership. Reducing the nonconforming status of 510 W. Oakland Ave reduces a financial barrier and encourages homeownership, neighborhood investment, and neighborhood stability.

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY**

**CONSTRUCTION:** NA

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by: Tom Dabareiner, Community Development Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Scott Rathbun, Interim Budget Manager

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

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Draft Ordinance & Legal Description
- Petition
- List of Permitted Uses in the R-1C District
- Aerial View
- Zoning Map
- Staff Report
- PC Draft Minutes
- Newspaper and neighborhood notices.

**ORDINANCE NO. 2017 - \_\_\_\_\_**

**AN ORDINANCE REZONING THE PROPERTY LOCATED AT 510 W OAKLAND AVE FROM S-2, PUBLIC LANDS AND INSTITUTIONS DISTRICT TO R-1C, SINGLE FAMILY RESIDENTIAL DISTRICT**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for rezoning of certain premises hereinafter described in Exhibit(s) "A"; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said Petition; and

WHEREAS, the Bloomington Planning Commission concluded the current zoning to be inappropriate and incompatible with the vision of the comprehensive plan and recommended City Council pass this ordinance to amend the zoning classification to R-1C, Single Family Residential District; and

WHEREAS, the City Council of said City has the power to pass this Ordinance and rezone said premises.

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

1. That the premises hereinafter described in Exhibit(s) "A" and commonly referred to 510 W. Oakland Avenue shall be and the same are hereby rezoned from "S-2" Public Lands and Institutions to "R-1C", Single Family Residential District.
2. That the Official Zoning Map of said City shall be amended to reflect this change in zoning classification.
3. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 28th day of \_\_\_\_\_, 2017.

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED:

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

ATTEST:

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

EXHIBIT "A"

(Legal Description)

**510 W Oakland Ave**  
PAITNERS 2<sup>ND</sup> ADD E55' LOT 1 W124' N1/2 BLK 17  
PIN: 21-09-102-004

PETITION FOR ZONING MAP AMENDMENT

State of Illinois )
) ss.
County of McLean )

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

Now comes Angela Wheeler, hereinafter referred to as your petitioner(s), respectfully representing and requesting as follows:

- 1. That your petitioner(s) is (are) the owner(s) of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A, which is attached hereto and made a part hereof by this reference, or is (are) a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That said premises legally described in Exhibit "A" presently has a zoning classification of 52 Public lands under the provisions of Chapter 44 of the Bloomington City Code, 1960;
3. That the present zoning on said premises is inappropriate due to error in original zoning, technological changes altering the impact or effect of the existing land uses, or the area in question having changed such that said present zoning is no longer contributing to the public welfare;
4. That your petitioner(s) hereby request that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended to reclassify said premises into the R1 C - single family residential zoning district classification;
5. That said requested zoning classification is more compatible with existing uses and/or zoning of adjacent property than the present zoning of said premises; and
6. That said requested zoning classification is more suitable for said premises and the benefits realized by the general public in approving this petition will exceed the hardships imposed on your petitioner(s) by the present zoning of said premises.

WHEREFORE, your petitioner(s) respectfully pray(s) that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended by changing the zoning classification of the above-described premises from S2 to R1C.

Respectfully submitted,

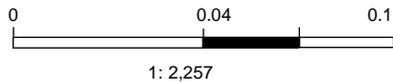
By: Steph Wheeler

Exhibit A

Legal Description for 510 W. Oakland Ave

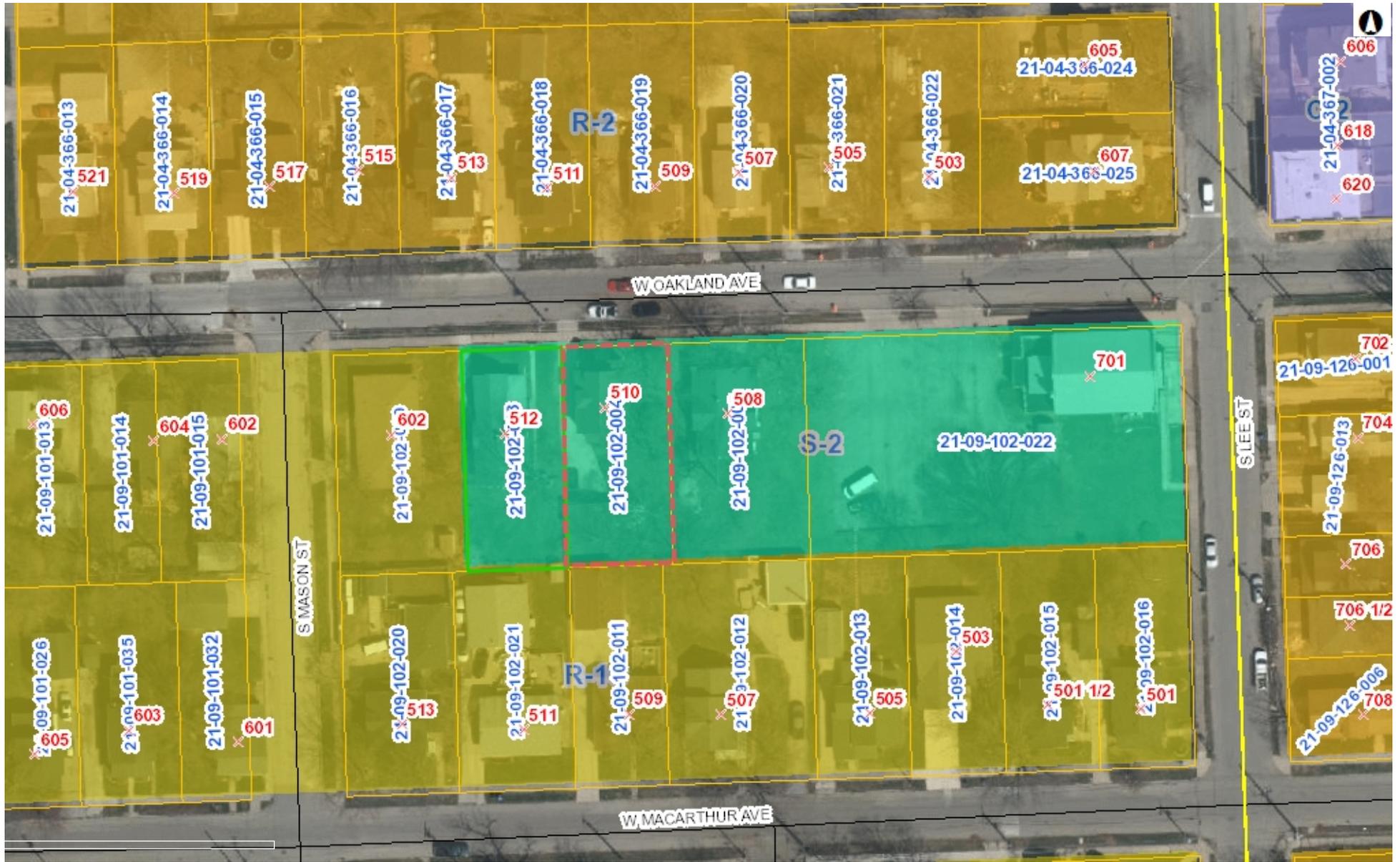
PAITNERS 2ND ADD E55' LOT 1 W124' N1/2 BLK 17

<b>Permitted Uses in the R-1C District</b>	
Agency-Operated Family Homes	P
Agriculture	P
Cemeteries	S
Churches, Synagogues, Temples	S
Columbarium	S
Country Clubs, Golf Clubs	S
Day Care Centers	S
Dwellings, Single-Family	P
Dwellings, Two-Family	S
Electricity Regulating Substations	P
Flammable Liquid Pipelines	P
Forestry	P
Gas Regulatory Stations	P
Golf Courses - Not Miniature Golf	S
Group Homes for Parolees	S
Group Homes for Parolees	S
Irrigation Channels	P
Non-hazardous Storage, College/University	S
Non-residential College/Univer.Student Clubs & Assoc.	S
Nursery Schools	S
Offices, College/University	S
Parking Lot, College/University	S
Parking Lot, Noncommercial	S
Parks, Playgrounds, Aboretums	P
Police Stations, Fire Stations	P
Postal Services	P
Pre-Schools	S
Religious Education Facility	S
Sewage Lift Stations	P
Swimming Pools	S
Telecommunication Antenna Facilities	S
Telephone Exchange Substations	S
Utility Conduits, Lines, Pipelines	P
Water Pressure Control Stations	P
Water Purification Plants	P
Water Storage Reservoirs	P



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Notes



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**CITY OF BLOOMINGTON  
REPORT FOR THE PLANNING COMMISSION  
July 26, 2017**

<b>CASE NUMBER:</b>	<b>SUBJECT PROPERTY:</b>	<b>TYPE:</b>	<b>SUBMITTED BY:</b>
Z-22-17	510 W Oakland Ave	Rezone	Katie Simpson, City Planner
<b>PETITIONER'S REQUEST:</b>	Rezone the subject property from S-2 Public Lands and Institutions to R-1C, Single Family Residential District, to allow for a single family home.		
<i>Staff finds that the petitions <b>meet the Zoning Ordinance's map amendment guidelines for the R-1C District</b></i>			

**STAFF RECOMMENDATION: Approval**

Staff recommends the Planning Commission pass the following motions recommending:

A. That City Council **approve** the rezoning of 510 W Oakland Ave from S-2, Public Lands and Institutions to R-1C, Single Family Residential District, case Z-22-17.



B. Z-22-17 Rezone 510 W Oakland to R-1C, Single Family Residential District

**NOTICE**

The application has been filed in conformance with applicable procedural requirements and public notice was published in *The Pantagraph* on July 10, 2017.

**GENERAL INFORMATION**

Owner and Applicant: Angela Wheeler

**PROPERTY INFORMATION**

**421 Olympia Drive**

PAITNERS LOT 2<sup>ND</sup> ADD E 55' LOT 1 W124'

N1/2 BLK 17

PIN: 21-09-102-004



Existing Zoning: S-2, Public Lands and Institutions

Existing Land Use: Single family residence

Property size: 0.146 acres (6,380sqft)

**Surrounding Zoning and Land Uses**

Zoning

North: R-2, Mixed Residential

South: R-1C Single Family Residential

East: S-2, Public Lands and Institutions

East: S-2, Public Lands and Institutions

West: S-2, Public Lands and Institutions

West: S-2, Public Lands and Institutions

Land Uses

North: Single and two family homes

South: Single family homes

East: Single family homes

East: Church

West: Single family homes

West: Single family homes

**Analysis**

This report is based on the following documents, which are on file with the Community Development Department:

1. Petition for Zoning Map Amendment
2. Aerial photographs
3. Zoning Map
4. Site visit

**PROJECT DESCRIPTION**

*Background:* The subject property is located on the south side of W. Oakland Ave near the intersection of Oakland and Lee Street. It is improved with a single family home. The property is approximately 55 ft wide and 116 ft deep. It is surrounded by single and two family homes. A church, zoned S-2, is located on the corner of Oakland and Lee Street, approximately two homes east of the subject property. Across the street, on the corner of Oakland and Lee Street, is a commercial structure, zoned C-2. The remaining properties are zoned residential. The subject property is bordered by properties with the S-2 zoning district on the east and west side. The properties (508 and 510 W Oakland) were owned by the church on the corner and, in 2000, a special use permit was approved by the Zoning Board of Appeals to allow them to be used as a domestic violence shelter. Since 2000, the ownership has changed and they have been converted

## B. Z-22-17 Rezone 510 W Oakland to R-1C, Single Family Residential District

back to single family residential units, a use that is not allowed in the S-2 district. The uses are considered legal, nonconforming.

The petitioner would like to purchase the home at 510 W. Oakland Ave, but due to the nonconforming status of the property, is having trouble securing financing. Additionally, the City has received a petition to rezone the property at 508 W Oakland Ave from S-2 to R-1C. That property will be before the Commission at the next meeting.

*Project Description:*

The intent of the current zoning district, S-2 Public Lands and Institutions, is to allow for the establishment and maintenance of public uses, publically-regulated uses and private uses that display an inherent relationship to the public interest. The types of uses permitted are multifamily homes, community centers, townhouses, swimming pools, government services and courthouses.

The proposed zoning district, R-1C Single Family Residential, district allows primarily for single family homes, two family homes with a special use permit and is intended to provide primarily for the establishment of areas of higher density single family detached dwellings while recognizing the compatibility of two family dwelling units with a special use. The subject property was originally zoned residential and rezoned to allow for the expansion of the church or public uses.

Collectively the current S-2 district covers about an acre of land—the church property is approximately a half acre and 116 ft deep, and the other three residential properties are a half acre total, or are approximately a sixth of an acre each, and also 116ft deep. The current configuration of the S-2 district for this block is linear (roughly 375’ by 116’). It would be difficult to use the land for large public uses like a school or a courthouse, which would benefit from a larger and wider area of land. If the residential properties (512, 510 and 508 W. Oakland Ave) are eventually rezoned to R-1C, a half acre sized property, zoned S-2, would remain on the corner and could continue to be used as a church or could still be developed for a less intense use contemplated in the S-2 district such as multifamily housing development, nonprofit offices, or townhomes. The rezoning of 510 W. Oakland Ave to R-1C would, in staff’s opinion, improve the neighborhood while having a minimal impact the potential for a public use on the corner. Furthermore, staff believes the fact that the subject property is contiguous to R-1C and because the City has received an additional petition for 508 W. Oakland Ave, the decision to rezone 510 W. Oakland Ave does not constitute a spot zone.

*Link to Comprehensive Plan:*

The promotion of quality affordable housing stock and homeownership are compatible goals outlined in the comprehensive plan. Reducing the nonconforming status of this residence and barrier to financial support encourages homeownership.

**FINDINGS OF FACT**

The Zoning Ordinance has “*Zoning Map Amendment Guidelines*” and by states, “*In making its legislative determination to zone or rezone property to a R-1C, Single Family Residential*

## B. Z-22-17 Rezone 510 W Oakland to R-1C, Single Family Residential District

*District zoning classification, the Planning Commission and City Council may apply the following guidelines to the proposal under consideration:*

1. *The capacity of existing and proposed community facilities and utilities including water and sewer systems to serve the permitted uses which lawfully occur on the property so zoned; the property exists as a single family home and has adequate utilities. The standard is met.*
2. *The adequacy of public services including police and fire protection and solid waste collection serving the property and the impact permitted uses would have upon these services; the property is currently served by public services, no change is anticipated. Irving Elementary School is located nearby and already serves the property. There are also a number of surrounding churches, and the property is close to Immanuel Health Clinic. The standard is met.*
3. *The extent to which the permitted uses will promote balanced growth in the community and will be consistent with the City's goals for equal housing opportunities and a variety of housing types; the proposed rezoning would permit a single family home on the property at 510 W. Oakland Ave eliminating a legal nonconforming status. The zoning change allows the property owners to seek financing and homeownership, improving neighborhood tenure and encouraging community involvement. The standard is met.*
4. *The extent of vacant properties in the vicinity that can be developed for uses compatible to those permitted in the district; The neighborhood is already established and developed. The zoning was changed to accommodate the nearby church but the configuration of the existing S-2 district is inappropriate for a number of uses contemplated in the S-2 district. The house exists and is compatible with surrounding residential, in size and bulk. Furthermore the R-1C district allows for two family homes with a special use permit and is compatible with the R-2 zoning across the street. The standard is met.*
5. *The impact of natural disasters, including flooding, would have upon permitted uses; no changes to the use have been proposed and no change in impact is expected. The standard is met.*
6. *The impact the proposed development would have upon the environment including noise, air and water pollution; single and two family homes are less intense developments than uses allowed in the S-2 district. The property exists as a single family home. No change is expected. The standard is met.*
7. *The potential impact existing or permitted uses in the vicinity would have upon uses authorized in the R-1C District and the impact such uses, if developed on the property would have upon existing uses in the vicinity; the R-1C district is contiguous to the subject property. Surrounding uses are compatible with the R-1C district and the existing use is compatible with the proposed zoning change. The standard is met.*

B. Z-22-17 Rezone 510 W Oakland to R-1C, Single Family Residential District

8. *The conformance of the proposal to the Official Comprehensive Plan and Official Map (Ordinance No. 2006-137).* The Comprehensive Plan identifies this area as residential. The Plan also encourages affordable, quality housing stock and homeownership. The proposed rezoning is compatible with these goals and the larger vision of the community.

**STAFF RECOMMENDATION:**

Staff recommends the Planning Commission pass the following motions recommending:

That City Council **approve** the rezoning of 510 W Oakland Ave from S-2, Public Lands and Institutions to R-1C, Single Family Residential District, case Z-22-17.

\Respectfully submitted,

Katie Simpson  
City Planner

Attachments:

- Draft Ordinance
- Petitions for Zoning Map Amendment
- List of Permitted Uses in the R-1C District
- Aerial Map
- Zoning Map
- Newspaper Notice and Neighborhood Notice w/Map
- Notification Mailing List

**DRAFT MINUTES  
BLOOMINGTON PLANNING COMMISSION  
REGULAR MEETING  
WEDNESDAY, JULY 26, 2017 4:00 P.M.  
COUNCIL CHAMBERS, CITY HALL  
109 EAST OLIVE STREET, BLOOMINGTON, ILLINOIS**

**MEMBERS PRESENT:** Mr. J. Balmer, Mr. David Stanczak, Mr. James Pearson, Mr. Kevin Suess, Mr. John Protzman, Ms. Megan Headean, Acting Chairman Ryan Scritchlow

**MEMBERS ABSENT:** Ms. Nicole Chlebek, Chairman Justin Boyd, Mr. Eric Penn

**OTHERS PRESENT:** Mr. Tom Dabareiner, Director of Community Development; Mr. George Boyle, City Attorney; Ms. Katie Simpson, City Planner; Mr. Kevin Kothe, City Engineer

**CALL TO ORDER:** Acting Chairman Schritchlow called the meeting to order at 4:01 PM

**ROLL CALL:** Mr. Dabareiner called the roll. With seven members in attendance, a quorum was present.

**PUBLIC COMMENT:** None

**MINUTES:** The Commission reviewed the July 12, 2017 minutes. Mr. Protzman moved to approve the minutes; Mr. Pearson seconded the motion. Motion was passed unanimously by a voice vote.

**REGULAR AGENDA:**

**Z-22-17 Public hearing, review and action on petitions submitted by Angela Wheeler, requesting the rezoning of 510 W. Oakland Ave from S-2, Public Lands and Institution to R-1C, Single Family Residential District.**

Acting Chairman Schritchlow introduced the case. Ms. Simpson provided the staff report and recommendation. She noted staff is recommending in favor of the proposed rezoning from S-2, Public Lands and Institutions to R-1C Single Family. She provided background on the home and the current zoning which was established to allow for the expansion of the church and a domestic violence shelter. She noted the surrounding uses and zoning. She explained the existing configuration of the S-2 zoning district and stated the existing linear configuration does not lend itself to the types of developments contemplated in the S-2 district. She explained the petitioner is hoping to purchase the property but is having trouble getting financing due to the nonconforming status of the home. Ms. Simpson stated staff also received a petition for 508 W. Oakland Ave. She stated the changing the zoning would not impede redevelopment of the church and that the proposed zoning complies with the standards for the R-1C District in Chapter 44.

Mr. Balmer confirmed the Commission was bringing this property into compliance with code.

Ms. Angela Wheeler, the petitioner, 908 N Evans St, was sworn in. She explained that she works at a nearby school. She and her husband are first time homebuyers hoping to purchase this home.

No additional comments in favor of the petition were presented. No one spoke against the petition.

Acting Chairman Scritchlow closed the public hearing. Mr. Protzman motioned to approve the rezoning as presented; seconded by Ms. Headean. Motion was approved 7-0 with the following votes: Mr. Protzman—yes; Ms. Headean—yes; Mr. Balmer—yes; Mr. Stanczak—yes; Mr. Pearson—yes; Mr. Suess—yes; Acting Chairman Scritchlow —yes.

7.10.17

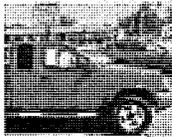
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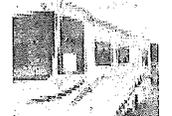
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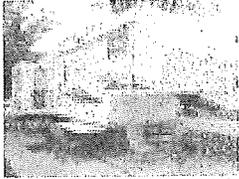
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HONDA GOLDWING, 2001, trike, 26,000 miles, GL-1800, fully loaded, fairing, running boards, AM/FM/cassette, inter-com, Canyon Red \$20,000. Call 217-345-6696

**Public Notices**

20896501 CITY OF BLOOMINGTON PUBLIC HEARING NOTICE Planning Commission July 26, 2017 Notice is hereby given that the Planning Commission of the City of Bloomington, Illinois, will hold a public hearing scheduled for Wednesday, July 26, 2017 at 4:00 p.m. in the Council Chambers of City Hall Building, 109 E. Olive St., Bloomington, Illinois to review and act on a petition submitted by Angela Wheeler requesting the rezoning of 510 W. Oakland Ave from S-2 Public Lands and Institutions to R-1C, Single Family Residential. The subject property is legally described as: PAITNERS 2ND ADD E55' LOT 1 W124' N1/2 BLK 17 All interested persons may present their views upon such matters pertaining thereto. Said Petitions and all accompanying documents are on file and available for public inspection in the Office of the City Clerk at 109 E. Olive St., Bloomington, IL. In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk, preferably no later than five days before the hearing. The City Clerk may be contacted either by letter at 109 E. Olive St., Bloomington, IL 61701, by telephone at 309-434-2240, or email cityclerk@cityblm.org The City Hall is equipped with a text telephone (TTY) that may also be reached by dialing 309-829-5115. Published: July 10, 2017

**Public Notices**

ton, Illinois to review and act on a petition submitted by Angela Wheeler requesting the rezoning of 510 W. Oakland Ave from S-2 Public Lands and Institutions to R-1C, Single Family Residential. The subject property is legally described as: PAITNERS 2ND ADD E55' LOT 1 W124' N1/2 BLK 17 All interested persons may present their views upon such matters pertaining thereto. Said Petitions and all accompanying documents are on file and available for public inspection in the Office of the City Clerk at 109 E. Olive St., Bloomington, IL. In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk, preferably no later than five days before the hearing. The City Clerk may be contacted either by letter at 109 E. Olive St., Bloomington, IL 61701, by telephone at 309-434-2240, or email cityclerk@cityblm.org The City Hall is equipped with a text telephone (TTY) that may also be reached by dialing 309-829-5115. Published: July 10, 2017



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# If declarer can, so can defenders

Phillip Alder  
In the second season of the American "House of Cards," Frank Underwood says, "If you don't like how the table is set, turn over the table." (The original "House of Cards" was a novel written by Michael Dobbs from England and published in 1989.)

Last week, we saw how declarer can use the bidding and high-card points to turn apparent guesses into

North	07-10-17		
♠ 3 2			
♥ A K Q			
♦ K Q J 10 9			
♣ K 7 4			
West	East		
♠ Q J 10 9 8	♠ 7 6 4		
♥ 7 6 4 3 2	♥ 8 5		
♦ A	♦ 7 5 2		
♣ Q 3	♣ A J 10 6 5		
	South		
	♠ A K 5		
	♥ J 10 9		
	♦ 8 6 4 3		
	♣ 9 8 2		
	Dealer: North		
	Vulnerable: Both		
South	West	North	East
		16	Pass



Department of Community Development  
115 E Washington St, Ste 201  
Bloomington IL 61701

July 11, 2017

Dear Property Owner or Resident:

The City of Bloomington Planning Commission will hold a public hearing on **Wednesday, July 26, 2017 at 4:00 p.m. in the Council Chambers of City Hall Building, 109 E. Olive St., Bloomington, Illinois** for a petition submitted by **Angela Wheeler** requesting the rezoning of 510 W Oakland Street from S-2, Public Lands and Institutions to R-1C, Single family residential. The subject property is legally described as:

PAINTERS 2<sup>ND</sup> ADD E55' LOT 1 W124' N ½ BLK 17  
PIN: 21-09-102-004

You are receiving this notification since you own property within a 500 foot radius of the land described above (refer to map on back). All interested persons may present their views upon matters pertaining to the requested rezoning during the public hearing.

In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk at (309) 434-2240, preferably no later than five days before the hearing.

Please note that cases are sometimes continued or postponed for various reasons (i.e lack of quorum, additional time needed, etc.). The date and circumstance of the continued or postponed hearing will be announced at the regularly scheduled meeting. The hearing's agenda and supporting materials will be available at <http://www.cityblm.org/government/advanced-components/documents/-folder-308>. If you desire more information regarding the proposed petition or have any questions you may contact me by phone, (309) 434-2226, or email, [ksimpson@cityblm.org](mailto:ksimpson@cityblm.org).

Sincerely,

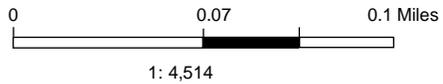
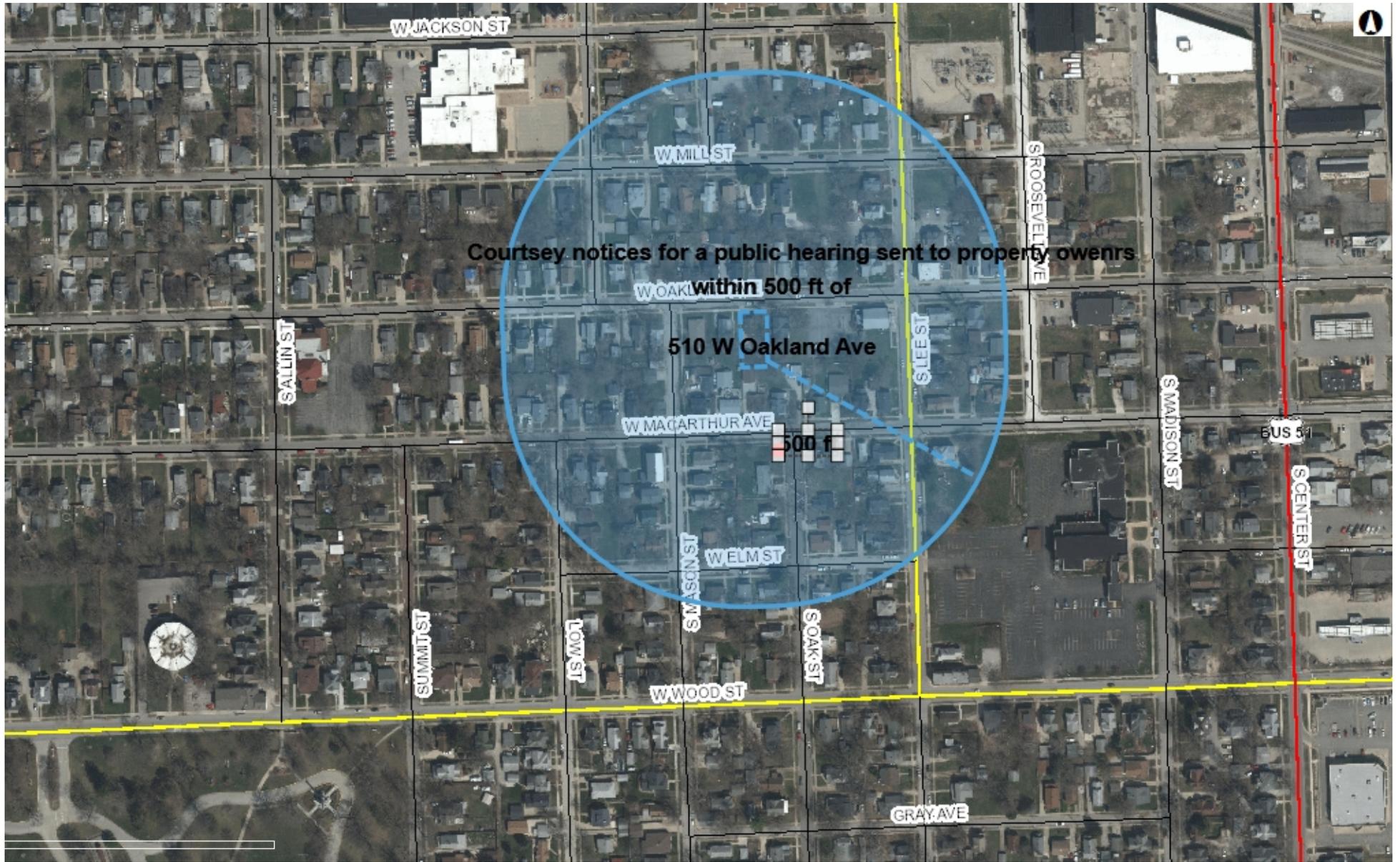
A handwritten signature in black ink, appearing to read "Katie Simpson", written over a light blue horizontal line.

Katie Simpson  
City Planner

Attachments:  
Location Map



PUBLIC HEARING ON WEDNESDAY JULY 26, 2017 FOR THE REZONING AT 510 W. OAKLAND TO R-1C, SINGLE FAMILY RESIDENTIAL DISTRICT



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Printed: 7/11/2017 5:36:08 PM

Notes

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110 W WASHINGTON ST  
BLOOMINGTON IL 61701

CHAD & MICAH JESSEN  
PO BOX 3561  
BLOOMINGTON IL 61702

DAVID M & TERESA L WILCOX  
801 S OAK ST  
BLOOMINGTON IL 61701

RICHELLE J & RENE RODRIGUEZ  
601 W OAKLAND AVE  
BLOOMINGTON IL 61701

DAWN MARSHALL  
503 S OAK ST  
BLOOMINGTON IL 61701

VICTORIA CALDWELL  
508 W ELM ST  
BLOOMINGTON IL 61701

TRINITY LUTHERAN CHURCH  
801 S MADISON  
BLOOMINGTON IL 61701

MICHAEL A SR & MARI S WEFER  
1013 FOLSOM ST  
BLOOMINGTON IL 61701

WM E & MARY PATRICIA DOWLING  
521 W OAKLAND AVE  
BLOOMINGTON IL 61701

DOROTHY FAYE GODBEY  
705 S MASON ST  
BLOOMINGTON IL 61701

AUSTIN & KATIE RUTLEDGE MYERS  
702 S MASON ST  
BLOOMINGTON IL 61701

REGIONS BANK  
PO BOX 10614  
PEORIA IL 61612

WAYNE BURROUGHS  
603 W OAKLAND AVE  
BLOOMINGTON IL 61701

LUIS PEREZ  
605 W OAKLAND AVE  
BLOOMINGTON IL 61701

ALL SEASONS PROPERTIES LLC  
208 PRAIRIE RIDGE DR  
LEXINGTON IL 61753

CHAMBER PROPERTIES RS LLC  
1102 1/2 W MACARTHUR AVE  
BLOOMINGTON IL 61701

CHAD & ROGER HOLMSTROM  
PO Box 294  
Farmington IL 61531

DENNIS HULSEY  
506 W JACKSON ST  
BLOOMINGTON IL 61701

DANIEL GUY PATTERSON  
511 W MACARTHUR AVE  
BLOOMINGTON IL 61701

JOSEPH C & SALLIE BOYCE  
208 S CHERRY ST  
LEXINGTON IL 61753

CAROLYN KUHLMAN-BROWN  
1544 E SHELBOURNE DR  
NORMAL IL 61761

CATHY ESPINOZA  
PO BOX 382  
PEKIN IL 61555

JAMES VAUGHN  
507 W MACARTHUR  
BLOOMINGTON IL 61701

SHIRLEY WILLIAMS  
601 W MILL ST  
BLOOMINGTON IL 61701

BEVERLY FENTON  
501 W MACARTHUR AVE  
BLOOMINGTON IL 61701

FREDERICK & PAULA HAFNER  
1717 Braden Dr  
NORMAL IL 61761

JOHN ARMSTRONG  
12 KLEGGSTONE CIR  
BLOOMINGTON IL 61704

DAVID AND GINA NORRIS  
183 N BARWELL LAKE RD  
CARLOCK IL 61725

DOUGLAS LITWILLER  
P O BOX 5727  
BLOOMINGTON IL 61702

WILBUILD LLC  
210 LANDMARK DR  
NORMAL IL 61761

MARIA HARO  
512 W OAKLAND AVE  
BLOOMINGTON IL 61701

CORNELIUS GANT  
503 S LEE  
BLOOMINGTON IL 61701

MABLE DOAGE  
508 W JACKSON ST  
BLOOMINGTON IL 61701

TODD R & LORI L MUNTZ BRERETON  
503 W MACARTHUR AVE  
BLOOMINGTON IL 61701

DONALD HOLLIDAY  
513 W OAKLAND  
BLOOMINGTON IL 61701

DEREK & MARNIE OVERTON  
214 RISS DR  
NORMAL IL 61761

MIGUEL MARTIN  
3465 EDENVILLE DR  
LAS VEGAS NV 89117

DEBRA & HOWARD RODGERS  
510 S MASON ST  
BLOOMINGTON IL 61701

KELLY ANDREWS  
509 W OAKLAND  
BLOOMINGTON IL 61701

JANET HORNKE  
507 W OAKLAND AVE  
BLOOMINGTON IL 61701

JAIR & ANGELICA PATINO  
517 W OAKLAND AVE  
BLOOMINGTON IL 61701

CARLOS ORTIZ  
603 S LEE ST  
BLOOMINGTON IL 61701

ROBERT E & BARBARA WADDELL  
502 S MASON ST  
BLOOMINGTON IL 61701

DAVID LANE  
3404 E OAKLAND AVE  
BLOOMINGTON IL 61704

D LANE CO INC  
3404 E OAKLAND AVE  
BLOOMINGTON IL 61704

SCOTT GATES  
508 S MASON  
BLOOMINGTON IL 61701

JORGE L & NOEMI VALENCIA CAMPOS  
3108 E WASHINGTON ST  
BLOOMINGTON IL 61704

MARK ZAPPA  
1216 NICKI DR  
BLOOMINGTON IL 61704

BRADFORD HEDSTROM  
801 S LEE STREET  
BLOOMINGTON IL 61701

SHARON MORGAN  
706 W MILL ST  
BLOOMINGTON IL 61701

CURTIS AND CHERYL HENRY  
309 SOUTH EVERGREEN LANE  
BLOOMINGTON IL 61704

DML REAL ESTATE LLC  
202 N CENTER ST STE 2  
BLOOMINGTON IL 61701

ROBERT SWALLOW  
505 W Mill St  
BLOOMINGTON IL 61701

JOSEFINA HARO  
1226 RUTLEDGE RD  
BLOOMINGTON IL 61704

RONALD AND STEPHANIE STUART  
506 S MASON STREET  
BLOOMINGTON IL 61701

PAUL & HANS SLEETER  
605 S ROOSEVELT AVE  
BLOOMINGTON IL 61701

CHRISTINE RICH  
706 S LEE ST  
BLOOMINGTON IL 61701

RODNEY HERRELL  
707 W ELM ST  
BLOOMINGTON IL 61701

RAYMOND D & FRANCES I FOWLER  
519 S LEE ST  
BLOOMINGTON IL 61701

AHMAD MANNIS  
608 W MILL ST  
BLOOMINGTON IL 61704

KEITH ASHENBREMER  
801 S MASON ST  
BLOOMINGTON IL 61701

JOSEPH WIMP  
506 W Macarthur Ave  
BLOOMINGTON IL 61701

WILLIE L MAMIE L DUGGON  
701 S OAK  
BLOOMINGTON IL 61701

NINA LIMING  
708 S LEE ST  
BLOOMINGTON IL 61701

APOLINAR HUERTA  
506 S ROOSEVELT AVE  
BLOOMINGTON IL 61701

JOHN RIDGEWAY  
809 S LEE STREET  
BLOOMINGTON IL 61701

JUNE SAFFORD  
505 W ELM STREET  
BLOOMINGTON IL 61701

LESTER ATKINS  
521 S LEE ST  
BLOOMINGTON IL 61701

ADALBERTO & ESPERANZA CAMPOS  
CORNEJO  
1108 ALEXANDER RD  
BLOOMINGTON IL 61701

CARLENE BLUE  
602 S MASON ST  
BLOOMINGTON IL 61701

JACKIE L JR & DONNA M ESON  
429 STANDISH DR  
BLOOMINGTON IL 61704

ONOFRE & ARELI TAPIA MERINO  
505 S ROOSEVELT AVE  
BLOOMINGTON IL 61701

CECIL JONES  
513 W MACARTHUR AVE  
BLOOMINGTON IL 61701

IDA MELTON  
601 W MACARTHUR AVE  
BLOOMINGTON IL 61701

COREY & APRIL MACK  
702 W MACARTHUR AVE  
BLOOMINGTON IL 61701

DANIEL L & MELISSA J VOLK  
512 W MILL ST  
BLOOMINGTON IL 61701

DORIS MORRIS  
704 S LEE  
BLOOMINGTON IL 61701

LIVIER ALVAREZ  
703 W MACARTHUR AVE  
BLOOMINGTON IL 61701

JOHN SCHULER  
606 E MULBERRY ST  
BLOOMINGTON IL 61701

IRVING SCHOOL BOARD OF  
EDUCATION  
300 E MONROE  
BLOOMINGTON IL 61701

PAMELA MEARS  
704 S MASON  
BLOOMINGTON IL 61701

EDWIN JAMES  
1101 S UNIVERSITY ST  
NORMAL IL 61761

LAURA COYLE  
804 E CHESTNUT  
BLOOMINGTON IL 61701

ROGER BACHMAN  
603 S ROOSEVELT AVE  
BLOOMINGTON IL 61701

STEVEN L & SHELLEY M CRUM  
505 E PEASE ST  
HEYWORTH IL 61745

JASON GASCOIGNE  
509 W MILL ST  
BLOOMINGTON IL 61701

DAN RATHBUN  
805 S LEE ST  
BLOOMINGTON IL 61701

SHARON FULKS  
20 ROBINWOOD DR  
NORMAL IL 61761

DANIEL PATTERSON  
511 W MACARTHUR  
BLOOMINGTON IL 61701

MARY GAFFNEY  
607 W MACARTHUR AVE  
BLOOMINGTON IL 61701

EUGENE & ROSEMARY JOHNSON  
604 W ELM ST  
BLOOMINGTON IL 61701

CRAIG JAMES WOLDEN  
802 S MASON  
BLOOMINGTON IL 61701

MICHAEL DEMARTINO  
8764 N 1375 EAST RD  
BLOOMINGTON IL 61705

DAWN STONE  
604 W MILL  
BLOOMINGTON IL 61701

BOBBY D & RACHEL M GENTRY EVANS  
604 W OAKLAND AVE  
BLOOMINGTON IL 61701

SMR 911 INC  
1301 IRONWOOD CC DR  
NORMAL IL 61761

SUSAN TAYLOR  
707 S MASON ST  
BLOOMINGTON IL 61701

JENNIFER ZANG  
510 W MILL ST  
BLOOMINGTON IL 61701

THOMAS POWELL  
606 W MILL ST  
BLOOMINGTON IL 61701

STEPHEN LINKSVAYER  
608 W Macarthur Ave  
BLOOMINGTON IL 61701

FRANCES PERRY  
702 S LEE STREET  
BLOOMINGTON IL 61701

JESSICA CRAWFORD  
614 W OAKLAND AVE  
BLOOMINGTON IL 61701

PAUL W & ANNETTE R RUTLEDGE  
109 S MAIN ST  
ELLSWORTH IL 61737

ADAM CUMPSTON  
606 W MACARTHUR AVE  
BLOOMINGTON IL 61701

OMAR SOTELO  
701 W MACARTHUR AVE  
BLOOMINGTON IL 61701

JAMES DARINGER  
1321 N ALLIN ST  
BLOOMINGTON IL 61701

ANGELA SHULTS  
711 S OAK ST  
BLOOMINGTON IL 61701

JUAN CORNEJO  
522 S LEE ST  
BLOOMINGTON IL 61701

MOORE FAMILY REAL ESTATE  
HOLDINGS INC  
1211 TOWANDA AVE  
BLOOMINGTON IL 61701

DOROTHY VAN  
607 S LEE  
BLOOMINGTON IL 61701

AMBER ROGERS  
603 W MACARTHUR AVE  
BLOOMINGTON IL 61701

MICHELLE BRAL  
605 W Macarthur Ave  
BLOOMINGTON IL 61701

HELEN ROBBINS  
602 W OAKLAND AVE  
BLOOMINGTON IL 61701

ZOELLER & BURCHAM PROPERTIES  
LLC  
1808 SIX POINTS RD  
BLOOMINGTON IL 61705

DAN BLEVINS  
P O BOX 767  
BLOOMINGTON IL 61702

JEFF SCHLINK  
703 S Mason St  
BLOOMINGTON IL 61701

UNION MISSIONARY BAPTIST CHURCH  
509 W JACKSON  
BLOOMINGTON IL 61701

FULL GOSPEL CHURCH OF PRAISE  
701 S LEE ST  
BLOOMINGTON IL 61701

BRANDON & JENNA DENNIS HOKE  
612 W OAKLAND AVE  
BLOOMINGTON IL 61701

BRENDA RANKIN  
608 W OAKLNAD AVE  
BLOOMINGTON IL 61701



## CONSENT AGENDA ITEM NO. 7H

FOR COUNCIL: August 28, 2017

**SUBJECT:** Consideration of an Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol (beer and wine) on Public Property in a portion of Downtown Bloomington during the A Noble Run 5K Race on September 9, 2017, from 12:00 P.M. to 9:00 P.M. in the area directly located in front of Drifters, 612 N. Main St.

**RECOMMENDATION/MOTION:** That an Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol (beer and wine) on Public Property in a portion of Downtown Bloomington during the A Noble Run 5K Race on September 9, 2017, from 12:00 P.M. to 9:00 P.M., in portions of downtown Bloomington be adopted, and that Mayor and City Clerk be authorized to execute the necessary documents.

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

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

**BACKGROUND:** This is the second (2<sup>nd</sup>) annual event to raise awareness to Stop Soldier Suicides. Bloomington Liquor Commissioner Tari Renner called a public hearing on August 8, 2017, on the application submitted by Josh Maubach to suspend portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol (beer and wine) on Public Property in a portion of Downtown Bloomington during the A Noble Run 5K Race on September 9, 2017, from 12:00 P.M. to 9:00 P.M.

Present were: Tari Renner, Lindsey Powell, Jack Bataoel, Commissioners; George Boyle, Asst. Corporation Counsel, Asst. Police Chief Greg Scott, and Renee Gooderham, Chief Deputy Clerk.

Commissioner Renner noted that Josh Maubach was not present. Sue Feldkamp came forward to speak on behalf of Mr. Maubach. She noted that she had attend the event last year. She believed same was a success and there were no issues.

Tricia Stiller, Executive Director, Downtown Business Association, noted that her role was to support Downtown businesses. The 500 and 600 blocks of N. Main St. were congested. She had been contacted by concerned business owners reference closing those blocks. It was suggested that the 5K be conducted elsewhere, keeping the after party the same, in front of Drifter's, located at 612 N. Main St.

Mr. Boyle noted that under the "Organizers' Responsibilities" on the draft permit, it instructed the Organizer to collaborate with the Downtown Business Association Director and to notify businesses and residents in the race area.

Ms. Stiller stated that Ms. Travis, the owner of Common Ground, had said that representatives from Drifter's did go door-to-door with a petition to ask businesses to sign to get their support for this event. Ms. Stiller noted that Ms. Travis was one of the business owners who had concerns for customer parking.

Ms. Feldkamp suggested reducing the event route to the same as last year.

Motion by Commissioner Bataoel, seconded by Commissioner Powell that the suspension of the Ordinance be recommended to the City Council provided that, upon being contacted by Mr. Boyle, Mr. Maubach contact Patricia Stiller within one (1) week from the date of the Liquor Commission and obtain her approval of the event. If Ms. Stiller is not contacted and able to make a positive recommendation within that time-frame, she is to contact the Commission and no positive recommendation will be given to the Council.

Ms. Stiller's positive recommendation is attached to this Council Agenda item.

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

Ayes: Commissioners Powel, Bataoel and Renner.

Nays: None.

Motion carried.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Downtown Business Association. The Agenda for the August 8, 2017 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

**FINANCIAL IMPACT:** None

**COMMUNITY DEVELOPMENT IMPACT:** Link to Comprehensive Plan/Downtown Plan Goals: Under D-2.2c the Comprehensive Plans endorses actions that, Continue and expand the event programming activities.

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** *Not applicable*

Respectfully submitted for Council consideration.

Prepared by: Renee Gooderham, Chief Deputy Clerk

Reviewed by: Cherry L. Lawson, City Clerk

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Scott Rathbun, Interim Budget Manager

Community Development review by: Tom Dabareiner AICP, Community Development Director

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

Recommended by:

A handwritten signature in black ink, appearing to read "David A. Hales". The signature is fluid and cursive, with a large initial "D" and "H".

David A. Hales  
City Manager

**Attachments:**

- Ordinance
- Exhibit A & Race Route
- Draft Special Events Permit
- Email from DBA

**ORDINANCE NO. 2017 -**

**AN ORDINANCE SUSPENDING PORTIONS OF SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE TO ALLOW POSSESSION OF OPEN ALCOHOL ON PUBLIC PROPERTY IN A PORTION OF DOWNTOWN BLOOMINGTON DURING THE BLOOMINGTON-NORMAL A NOBLE RUN IN BLOOMINGTON.**

WHEREAS, A Noble Run will hold a 5k fun run to raise money for Stop Soldier Suicide with open containers of beer and wine allowed from 12:00 P.M. to 9 P.M. on September 9, 2017; and

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

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

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

Section 1: That Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, is suspended on September 9, 2017, between 12:00 P.M. and 9:00 P.M. for the areas specified in the attached Exhibit A, which is hereby incorporated into and made a part of this Ordinance.

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

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

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

PASSED this 28<sup>th</sup> day of August, 2017

APPROVED this \_\_\_ day of August, 2017.

CITY OF BLOOMINGTON

ATTEST

---

---

Tari Renner, Mayor

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

# Exhibit A & Race Route



## Legend

- Open Beer and Wine
- Barricade
- Road Closed
- Road Closed Ahead
- Road Closed to Thru Traffic
- Noble Run Route



**SPECIAL EVENT PERMIT**  
**A NOBLE RUN**  
**DATE: SATURDAY, SEPTEMBER 9, 2017**  
**TIME: 12:00 PM - 9:00 PM**

Date Prepared: August 3, 2017

Distribution: Kevin Kothe – Public Works  
David Hales, City Manager  
Asst. Chief Clay Wheeler – Police  
Asst. Chief Ken Bays – Police  
Paige Williams – Connect Transit  
Deputy Chief Eric West – Fire  
Robert Henson – Public Works  
Steve Rasmussen – Asst. City Manager  
Brett Lueschen – Water Department  
Melissa Chrisman – Connect Transit

Bob Moews - Parks & Recreation  
Bob Coombs - PACE  
Jim Karch - Public Works  
Colleen Winterland - Public Works  
Bill Givens – Traffic Engineer  
George Kutz – Public Works  
Scott Fortney – Public Works  
Troy Olson – Public Works  
Asst. Chief Greg Scott – Police

SPONSORING ORGANIZATION(S): Drifter’s Pub and Stop Soldier Suicide

CONTACT PERSON: Josh Maubach

PHONE: 309-824-1499 Josh,

EMAIL: [josh.maubach@yahoo.com](mailto:josh.maubach@yahoo.com),

APPLICATION RECEIVED: Yes

CERTIFICATE OF INSURANCE RECEIVED: Yes

HOLD HARMLESS: Yes

**NATURE OF EVENT:** A 5k fun run to raise money for Stop Soldier Suicide with open containers of beer and wine allowed within the blue shaded area on the map from 12:00 pm to 9 pm.

**EVENT LOCATION/PARADE ROUTE:** Downtown Bloomington. The 5k run will begin at 2:00 pm and end no later than 4:00 pm. .

**TRAFFIC CONTROL ARRANGEMENTS:** “No Parking” signs will be installed on Thursday September 7 on the streets to be closed.

**PUBLIC WORKS WILL PROVIDE:** Public Works will close the streets at 11:00 am on Saturday, September 9, and will pick up the equipment at 5:00 pm except for the blue shaded area. Blue shaded area equipment to be picked up at 9:00 pm. For the non-blue shaded area install “No Parking on September 9, 2017 from 12:00 pm until 5:00 pm.” on Thursday, September 7 by 12:00 pm. For the blue shaded area install “No Parking on September 9, 2017 from 12:00 pm until 9:00 pm.” on Thursday, September 7 by 12:00 pm. Run the street sweeper at 11:00 pm on September 9.

# SPECIAL EVENT PERMIT

## A NOBLE RUN

**POLICE DEPARTMENT:** Begin towing vehicles parked in the area location on Saturday, September 9 at 12:00 pm. Towing will be done by Joe's Towing and any towed vehicle will be at their lot.

**ORGANIZER RESPONSIBILITIES:**

1. Collaborate with the Downtown Business Association Director to notify businesses and residents in the race area of the event. Copy of same will be provided to the City Clerk's office email [cityclerk@cityblm.org](mailto:cityclerk@cityblm.org).
2. Provide at least two porta-potties in the blue shaded area.
3. Schedule enough volunteers throughout the day for course correction and/or crowd control.
4. Obtain appropriate tent permit for any larger than 10x10 from Bob Coombs of the PACE department.
5. At no time can the sidewalks be blocked.
6. No pets or coolers allowed in the blue shaded area.
7. Ensure that no open containers of beer or wine leave the permitted area, use fencing to create a barrier around the blue shaded area.
8. Ensure that anyone with an open container has a wrist band.
9. Ensure that all food trucks and vendors have proper permit from the McLean County Health Department and license from the City of Bloomington.
10. Submit a list of all food trucks and vendors to the City Clerk's office.
11. Obtain a Secondary Liquor License for the cash bar located in the blue shaded area.

\* Media set up is not allowed on sidewalks or streets along the course.

---

FOR OFFICE USE ONLY

Notes: \_\_\_\_\_

**From:** "Tricia Stiller" <tstiller@downtownbloomington.org>  
**To:** "Renee Gooderham" <rgooderham@cityblm.org>, "Tari Renner"  
<trenner@cityblm.org>  
**Cc:** <josh.maubach@yahoo.com>, "Lua Travis" <commongroundemployee@gmail.com>

---

**Date:** Tuesday, August 15, 2017 01:01PM  
**Subject:** A Noble Run - Follow up

History:  This message has been replied to and forwarded.

---

Good Afternoon,

I wanted to follow up with you regarding the Noble Run permit. I had a meeting last week with Josh Maubach and Lua Travis, owner of Common Ground Grocery regarding the race route (They are copied here, for communication clarity)

Josh has agreed to alter the course to allow for Lua's customers to have access to the parking lot. In addition, Mike Nelson has agreed to allow use of the southeast parking lot at Main and Market, for additional patron use.

In the new race configuration, Mulberry and Center Streets would remain open; Runners will be instructed to loop on Main.

Josh, please clarify these plans with Renee, so she can update your permit application for the Liquor Commission and Council.

Thank you,

Tricia

Tricia Stiller  
Executive Director  
Downtown Bloomington Association  
106 W. Monroe  
Bloomington, Illinois 61701  
ph 309.829.9599 fax 309.829.9925

[tstiller@downtownbloomington.org](mailto:tstiller@downtownbloomington.org)



Websense: Click [here](#) to report this email as spam.



## CONSENT AGENDA ITEM NO. 7I

FOR COUNCIL: August 28, 2017

**SUBJECT:** Consideration of approving an Ordinance Suspending Portions Of Section 26(D) Of Chapter 6 And Section 701 Of Chapter 31 of the Bloomington City Code To Allow Possession Of Open Alcohol On Public Property During The ZooDo To Be Held At The Miller Park Zoo And Pavilion on September 23, 2017.

**RECOMMENDATION/MOTION:** That the Ordinance be adopted Suspending Portions Of Section 26(D) Of Chapter 6 And Section 701 Of Chapter 31 of the Bloomington City Code To Allow Possession Of Open Alcohol On Public Property During The ZooDo To Be Held At The Miller Park Zoo And Pavilion on September 23, 2017.

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

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

**BACKGROUND:** For many years, the Miller Park Zoological Society held its Annual Gala at Bloomington Country Club. The event has consisted of a catered dinner and silent auction with proceeds helping to support both education and capital development projects. In 2008, the event was renamed ZooDo and moved to Miller Park. Alcohol will be served by a cash bar for this event.

The 2017 event is being planned to occur within the Zoo's grounds with Penalty Box Restaurants, Inc., d/b/a Baxter's American Grille providing food and alcohol service. In case of inclement weather, the event will be moved indoors to the Pavilion. The event is scheduled for Saturday, September 23, 2017 from 5:00 P.M. until 9:30 P.M.

Section 26(d) of Chapter 6 and Section 701 of Chapter 31 of the Bloomington City Code prohibit the possession of open containers of alcohol on public property and the sale and possession of alcohol in the parks, respectively.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Miller Park Zoological Society.

**FINANCIAL IMPACT:** The ZooDo fundraising goal is \$80,000 to assist with future capital improvements to the Zoo.

**COMMUNITY DEVELOPMENT IMPACT:** None.

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** None.

Respectfully submitted for Council consideration.

Prepared by: Renee Gooderham, Chief Deputy Clerk

Reviewed by: Cherry L. Lawson, City Clerk

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Scott Rathbun, Interim Budget Manager

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

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Ordinance
- Secondary Liquor Application

ORDINANCE NO. 2017 - \_\_\_\_

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 26(d) OF CHAPTER 6 AND SECTION 701 OF CHAPTER 31 OF THE BLOOMINGTON CITY CODE TO ALLOW POSSESSION OF OPEN ALCOHOL ON PUBLIC PROPERTY DURING THE ZODOO TO BE HELD AT THE MILLER PARK ZOO AND PAVILION

WHEREAS, the Miller Park Zoological Society will hold a ZooDo at the Miller Park Zoo and Pavilion on September 23, 2017; and

WHEREAS, the Miller Park Zoological Society requested permission to allow sales and consumption of alcohol during the ZooDo, its' Annual Gala; and

Whereas, to allow possession of alcohol at this event, Section 26(d) of Chapter 6 of the Bloomington City Code prohibiting the possession of open containers of alcohol on public property and Section 701 of Chapter 31 of the Bloomington City Code prohibiting alcohol within Miller Park Zoo and Pavilion, must be suspended.

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

Section 1: That Section 26(d) of Chapter 6 and Section 701 of Chapter 31 of the Bloomington City Code, 1960, as amended, are suspended on the following dates during the following hours: September 23, 2017 between 5:00 p.m. and 9:30 p.m. for Miller Park Zoo and Pavilion. This suspension shall be effective only as to persons inside the designated area only and for alcohol purchased from an event vendor within the designated area.

Section 2: Except for the dates, times and location set forth in Section 1 of this Ordinance, Section 26(d) of Chapter 6 and Section 701 of Chapter 31 of the Bloomington City Code, 1969, as amended, shall remain in full force and effect. Nothing in this ordinance shall be interpreted as repealing said Section 26(d) and Section 701.

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

Section 4: This Ordinance is adopted pursuant to the home rule authority granted the City of Bloomington by Article VII, Section 6 of the 1960 Illinois Constitution.

Passed this 28th day of August, 2017.

Approved this \_\_\_\_ day of August, 2017.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

APPLICATION FOR CLASS "S" SECONDARY ALCOHOLIC LIQUOR LICENSE

Check Appropriate Category  
 SB (Beer & Wine Only)  
 SA (All types of alcohol)

1. Name of Licensee: Penalty Box Restaurants, LLC
2. Type of License currently held: State (Retailer combined) Restaurant package Sunday  
sale - All types of alcohol
3. Address/description of location at which the Secondary Alcoholic Liquor License will be used: Zoo Do at Miller Park Zoo 1020 S. Morris Ave Bloomington, IL 61701
4. Is the premises within 100 feet of any Church, School, Hospital, Home for the Aged or Indigent Persons, or for War Veterans, their wives or children?  Yes  No
5. Date(s) on which the Secondary Alcoholic Liquor License will be used: Saturday, September 23rd, 2017
6. Hours during which alcohol will be sold: 5:00pm - 9:30pm
7. Description of the Activity or Event in connection with which the Secondary Alcoholic Liquor License will be used, specifying the nature of the proposed entertainment, if any: "Zoo Do" Benefit Dinner for Miller Park Zoo
8. Will revenue be generated from anything other than the sale of alcoholic beverages?  Yes  No
- a. If yes, describe the other sources of revenue, e.g. food sales, cover charge food sales
- b. Will more than 50% of the gross business income from the event in connection with which the Secondary License will be used be derived from something other than the sale of alcoholic beverages?  
 Yes  No
- c. If yes, explain food sales
9. Estimate of number of persons expected to attend: 280
10. Description of the proposed procedures for handling the following:
- Sale of Alcoholic liquor: Bartenders dispensing alcohol from behind bar  
(Attach sketch plan showing location of alcohol sales area)
- Crowd control: Miller Park Staff
- Identification check: Trained Bar Staff
- Traffic control: should not be a factor beyond everyday control
- Vehicle parking: should not be a factor beyond everyday control
- Pedestrian control: should not be a factor beyond everyday control
- Site & vicinity cleanup: Bartenders to take cleanup with us
11. Has the licensee seeking a Secondary Alcoholic Liquor License received such a license within the past year?  
 Yes  No

If yes, indicate date(s) \_\_\_\_\_

12. Submit completed application to the City Clerk not less than 7 days prior to the date on which the license, if granted, will be used.

13. The following shall be furnished the City Clerk following the approval of application and prior to the issuance of license: (The license will not be issued unless all requested items are received.)

a. Proof of Dram Shop Insurance Policy insuring the licensee for the particular event and at the location the Secondary Licesne will be used.

b. Completed City of Bloomington Special Event form, if applicable.

c. The \$100/\$150/\$200 non-refundable license fee.

14. The applicant must notify the McLean County Health Department of the pending activity and request a healt inspection of the premises on which the license will be issued, if, appropriate.

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF MCLEAN )

The undersigned, being first duly sworn, on oath depose and say that all matters and things set out on this application are true and correct, and that all items enumerated on this application will be complied with.

SIGNATURES OF ALL RESPONSIBLE CURRENT MEMBERS OF THE ORGANIZATION, GROUP OR ENTITY NAME AS CO-LICENSEES.

MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC.

[Signature]  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn to before me, a Notary Public, in and for the County of McLean and State of Illinois, at Bloomington, Illinois this 26<sup>th</sup> day of July, 2017.

My commission Expires: 10-23-18

[Signature]  
\_\_\_\_\_  
Notary Public

FOR OFFICE USE ONLY

RECOMMEND APPLICATION BE APPROVED: \_\_\_\_\_

RECOMMEND APPLICATION BE DISAPPROVED: \_\_\_\_\_

REASONS/SPECIAL CONDITIONS: \_\_\_\_\_

[Signature]  
\_\_\_\_\_  
Mayor/Liquor Commissioner





## CONSENT AGENDA ITEM NO. 7J

FOR COUNCIL: August 28, 2017

**SUBJECT:** Consideration of approving a petition for the Lake Bloomington Lease Transfer of Lot 6 and 10 feet of Lot 7 in Block 5 in Camp Kickapoo, from Scott and Debra Rolfs to Peter and Katherine Yelinek.

**RECOMMENDATION/MOTION:** That the Lake Lease Transfer be approved, subject to the septic system conditions included in the McLean County Health Department's July 21, 2017, letter and the new lease holder applying for permits for existing non-leased marginal land and reservoir improvements that are determined compliant with City rules and regulations within six (6) months of transfer, and further contingent upon the transferee providing documentation of the sale of the house located on the property, and that 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 letter from the McLean County was completed on July 21, 2017. This letter provides regulation requirements for surface discharging septic installation.

In addition, the evaluation report, dated July 11, 2017, from Rob Williamson indicates the chlorinator tube was missing a cap and that there was no evidence of chlorine in the chlorinator, which is a violation of the Illinois Department of Public Health's Private Sewage Disposal Act and Code, 2013 and Chapter 28, Health and Sanitation of the McLean County Revised Code. A cap was provided by Rob Williamson to cover the chlorinator tube and chlorine has since been added to fulfill the stipulation from the McLean County Health Department. The septic system was installed in 1994 and is now approximately 23 years old. The McLean County Health Department considers the average life expectancy of a septic system to be 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 the 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.

Staff has reviewed the lot and found that dock, deck and seawall improvements have been constructed on the City owned reservoir and marginal land. Staff has performed a search of permits issued for the Lake Bloomington community and found that no permits have been issued for Lot 6 of Block 5 in Camp Kickapoo. Further, it should be noted that City Code Chapter 23, Section 53, provides that permits shall not be transferable, and that all benefits which may be derived therefrom shall accrue to the person to whom the permit is originally issued. Staff recommends that the transfer be subject to the new lease holder obtaining a permit for existing non-leased marginal land and reservoir improvements that are determined to be compliant with City rules and regulations within six (6) months of transfer. Photos of the existing non-leased marginal land and reservoir improvements have been attached.

Staff recommends approval of the lease transfer subject to the septic system conditions included in the McLean County Health Department's July 21, 2017, letter and that the new lease holder applying for permits for existing non-leased marginal land and reservoir improvements that are determined to be compliant with City rules and regulations within six (6) months.

The Lake Lease Transfer, following approval by Council, will be contingent upon buyer providing proper documentation of the closing of the sale of the home located on this property prior to execution of the lease transfer.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** McLean County Health Department.

**FINANCIAL IMPACT:** This petition will have a neutral financial impact in that the current lease uses the formula of \$0.40 per \$100.00 Equalized Assessed Value for determining the Lake Lease Fee. With this transfer, the Lake Lease formula will remain at the current formula of \$0.40 per \$100.00 Equalized Assessed Value. With the continued lake lease formula, this lease income will generate about \$590.46 per year in lease income. This lake lease income will be posted to the Lake Maintenance-Lease Income account (5010014-57590). Stakeholders can locate this in the FY 2018 Budget Book titled "Adopted Other Funds Budget" on page 144.

**COMMUNITY DEVELOPMENT IMPACT:** Not Applicable.

Link to Comprehensive Plan/Downtown Plan Goals: Not Applicable

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** Not Applicable

Respectfully submitted for Council consideration.

Prepared by: Joseph M. Darter, Misc. Technical Assistant

Reviewed by: Robert Yehl, PE. Water Director

Steve Rasmussen, Assistant City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Scott Rathbun, Interim Budget Manager

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

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Current Lease
- City Clerk Memo
- Lake Lease Transfer Petition
- McLean County Health Department Letter and Evaluation Report
- Lake Lease Agreement
- Location Map
- Plat of Camp Kickapoo
- Aerial Map of Structures Constructed on Non-Leased Marginal Land and Reservoir
- Marginal Land/Reservoir Existing Structures Photographs



Image# 005291440005 Type: OFF  
Recorded: 08/29/2006 at 01:00:22 PM  
Total Amt: \$32.00 Page 1 of 5  
IL Rental Housing Fund: \$10.00  
McLean County, IL  
H. Lee Newcom Recorder

File 2006-00023842

**LAKE BLOOMINGTON LEASE**

This Lease is entered into on the 14 day of August, 2006 between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called "City" and Scott Rolfs and Debra Rolfs, husband and wife, as joint tenants of Normal, County of McLean, State of Illinois, hereinafter called "Lessee",

**WITNESSETH**

In consideration of the mutual covenants hereinafter contained, the parties agrees 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 6 in Block 5 and the North 10 feet of Lot 7 in Camp Kickapoo, according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

*PIN # 08-07-127-000 and 08-07-127-021*

2. TERM OF LEASE. The term of this Lease shall be for a term commencing on the date of this Lease and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.

3. RENT.

A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:

1) If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of 15¢ (\$.15) per \$100 of equalized assessed value (hereafter EAV) for said property, including land and improvements, as determined by the Supervisor of Assessments of McLean County, Illinois. Said rate will remain in effect upon assignment of this Lease to (a) Lessee's spouse or to a corporation, trust or

other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.

2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ (\$.15) per \$100 EAV, the rent shall be charged at the rate of 40¢ (\$.40) per \$100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.

3) If the Lessee is not eligible for the 15¢ (\$.15) or 40¢ (\$.40) per \$100 EAV rental rate, the rent shall be charged at the rate of \_\_\_\_\_¢ (\$. \_\_\_\_\_) per \$100 EAV.

**SELECT THE RENT TO BE PAID BY CROSSING 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. Lessee shall erect only one principal structure on the property included in this lease. Any other improvements erected on said property shall be for use in conjunction with the principal structure. 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. No such assignment, transfer rental or sublease may be made as to Lessee's interest in any of the lots conveyed by this lease except if made in conjunction with an assignment, transfer, rental or sublease of Lessee's interest in all of the lots. 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 be cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.

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

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

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

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

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

2006-23842

*Prepared by and  
Return to:*

CITY

LESSEE

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

Scott and Debra Rolfs  
24851 Cherokee Court  
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: Steve Stryker  
Its Mayor

Scott Rolfs  
Scott Rolfs

ATTEST:  
Debra Rolfs

Debra Rolfs  
Debra Rolfs

## MEMO

TO: Bob Yehl, Water Dept.  
FROM: Renee Gooderham, Records & Information Manager  
DATE: July 25, 2017  
SUBJECT: Lake Bloomington Lease Transfer

A Petition and Lake Lease Transfer request has been submitted for Lots 6 & 8 in Block 5 in Camp Kickapoo, from Scott & Debra Rolfs to Peter & Katherine Yelinek. Attached please find the Lake Lease Transfer documents.

EAV for this property is \$147,615. The Lake Lease is currently at a rate of .40 cent per \$100 EAV, \$590.46. The lake lease rate will increase to .40 per EAV. The PIN number is 08-07-127-025.

Please prepare a Council memorandum for the next available council meeting.

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 6-10 Block 5 of Camp KICKAPOO

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

From: Scott A & Debra J Rolfs (Sellers Name)

To: Peter C + Katherine A Yelinek (Buyers Name)

Scott A Rolfs  
Debra J Rolfs

(Signatures

of Seller)

\*\*\*\*\*

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

Now comes Peter C + Katherine A Yelinek (Buyer) and re-

spectfully shows that He/She/They became the purchaser of all right, title and interest of

Scott A + Debra J Rolfs (Seller) In and

to the Lease made on the (Date) \_\_\_\_\_ upon the above property, all located in McLean County,

Illinois, together with all the improvements, buildings and appurtenances thereon situated and thereunto

belonging, and that the said (Seller)

Scott + Debra J Rolfs

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,

Peter Yelinek  
Katherine Yelinek

(Signature of Buyer(s))

\*\*\*\*\*

WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON LOT 6-10 of lot 7  
BLOCK 5 CAMP KICKAPOO, OF LAKE BLOOMINGTON.

Now comes the City of Bloomington and gives this, its written consent to the assignment on all right, title and interest of (seller) Scott A + Debra Rolfs in and to the premises known as Lot 6-10 of lot 7 Block 5 in Camp KICKAPOO, 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



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

July 21, 2017

Mr. Scott Rolfs  
24851 Cherokee Lane  
Hudson, IL 61748

Re: Septic Permit #94-9139  
Parcel #08-07-127-025  
Lot 194, Lake Bloomington - Kickapoo Subdivision

Dear Mr. Rolfs:

On July 19, 2017, this department received a septic system evaluation report from Mr. Rob Williamson, a McLean County licensed private sewage system installer, regarding the above-referenced property. The septic system evaluation was performed on July 7, 2017 and the following deficiencies were noted:

- There was not a cap on the chlorinator tube at the time of the evaluation. A cap for the chlorinator tube has been provided.
- 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](http://www.health.mcleancountyil.gov).
2. Routine sampling of the effluent discharged from the system and the reporting of the laboratory results to a regulatory agency or agencies.
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.

Mr. Scott Rolfs  
July 21, 2017  
Page 2

4. IDPH now requires additional operation and maintenance for on-site wastewater treatment systems repaired or installed after January 1, 2014.
5. Future regulations may be implemented by the Illinois Environmental Protection Agency (IEPA) and/or the Illinois Department of Public Health (IDPH) for systems constructed prior to February 10, 2014.

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

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

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

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

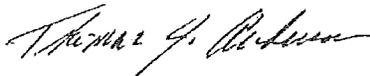
Zeschke Septic Cleaning  
2408 Greyhound Road  
Bloomington, IL 61704  
Phone: (309) 808-2776

In summary, the septic system was installed in 1994 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](http://www.health.mcleancountyil.gov).

If you have any questions, please contact Mr. Scott Cook, of this department, at (309) 888-5482.

Respectfully,



Thomas J. Anderson  
Director of Environmental Health

cc: Mr. Rob Williamson, Williamson Excavating, LLC  
Mr. Rick Twait, City of Bloomington  
Mr. & Mrs. Pete Yelinek

TJA:AC:du

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

For Office Use Only

Log #: 17-195  
Date Received: 7-19-17

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: Scott Rolfs  
Address: 24851 Cherokee Lane  
Hudson, IL 61748  
Phone #: Day 309-660-9048 Home - -

**2. Requestor Informtion:**

Name: Pete & Kathy Yelinek  
Address: 43975 Boulder Drive  
Clinton Township, MI 48038  
Phone #: Day - - Home - -

**3. Property Information:**

Parcel Number (Tax ID): ( ) 08-07-127-025 Date Evaluation Performed: 07-07-17  
Address of property evaluated: 24851 Cherokee Ln. Hudson Sub. & Lot: Lake Blm. K-194 Kickapoo  
Permit available from Health Dept.: Yes  No  Permit #: 94-9139

**4. Interview Information:**

Person interviewed: Scott Rolfs Original owner: Yes  No   
Age of home (years): 32 Intended for seasonal use: Yes  No   
Date last occupied: currently Number of occupants: 2  
Has tank ever been pumped: Yes  No  If yes, how often: 1.5 yrs ago

**5. Interior Evaluation:**

Number of bedrooms: 3 Garbage disposal: Yes  No   
Toilet tanks and other fixtures have evidence of leakage or overflow: Yes  No   
Water softener discharges to: n/a Clothes washer discharges to: septic  
Dishwasher discharges to: septic Hot tub discharges to: n/a  
Basement plumbing fixtures: Discharge locations: Environmental Health  
a. n/a a. \_\_\_\_\_  
b. \_\_\_\_\_ b. JUL 19 2017  
c. \_\_\_\_\_ c. MCHE  
d. \_\_\_\_\_ d. \_\_\_\_\_  
Basement floor drains discharge to: n/a Garage floor drains discharge to: septic  
Sump pit/pump discharges to: ground surface Downspouts discharge to: ground surface

6. Exterior Evaluation Points:

A. SEPTIC TANK(s) -- This Section N/A

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

Tank One: N/A <input type="checkbox"/>	Yes	No	Tank Two: N/A <input checked="" type="checkbox"/>	Yes	No
Depth of soil to top of tank: 14 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: 1500 gallons Type:			Size: gallons Type:		
Meets current code:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Meets current code:	<input type="checkbox"/>	<input type="checkbox"/>
Tank lids in good condition:	<input 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 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 bed : _____ inches		

E. SAND FILTER -- This Section N/A

Minimum soil cover depth to top of sand filter: 14 inches  
 Square feet of sand filter: 611 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: *(Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.);* rock trench

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: *(Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.);* \_\_\_\_\_

**Include all distances as described below.**

NOTE: Be sure to attach drawing to this report.

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

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

Comments:

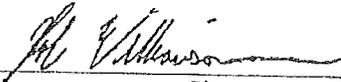
This section is to include any maintenance (pumping) repairs or problems in the history of the septic system. Write any observations and/or conclusions made by probing or excavating the seepage field or sand filter. A serial distribution system must include the condition of each level of field or trench.

*The septic tank does not need to be pumped at this time but it should be checked regularly and pumped as needed in the future. A chlorine tablet should be placed in the chlorinator tube now and regularly as needed in the future. The chlorinator tube needs a cap on it. This septic system appears to be functioning at this time. The average life of a septic system is about 25 years. This septic system is 23 years old.*

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

*Rob Williamson*

Inspector's Name (print)



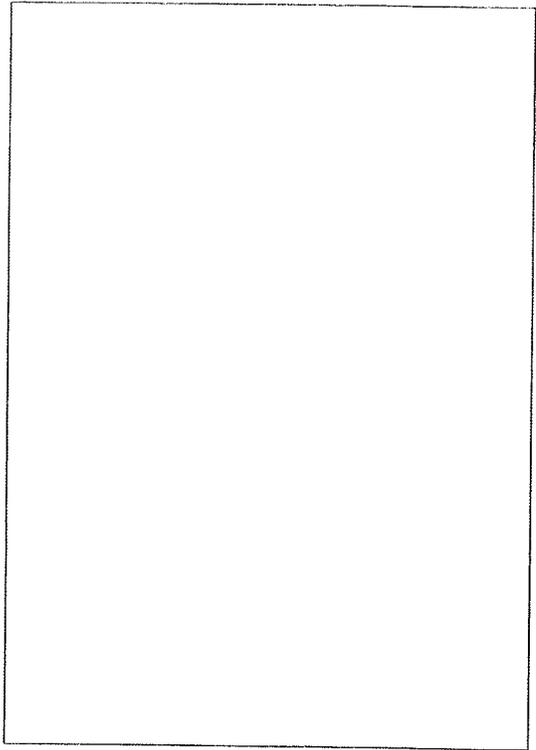
Signature

*07-11-17*

Date

LAKE BLOOMINGTON LEASE

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



Peter C. & Katherine A. Yelrick

(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 6-10'4" <sup>lot 7</sup> in Block 5 in Camp Kickapoo according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

2. TERM OF LEASE. The term of this Lease shall be for a term commencing (~~cross out the one that does not apply~~) (on the date of this Lease) (on January 1 following the date of this Lease) and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.

3. RENT.

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

A. Lessee shall pay as rent yearly, ~~in~~ advance, on or before the first day of January of each year, the amount designated hereafter:

cluding land and improvements, as determined by the Supervisor of Assessments of McLean County, Illinois. Said rate will remain in effect upon assignment of this Lease to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.

2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ (\$.15) per \$100 EAV, the rent shall be charged at the rate of 40¢ (\$.40) per \$100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.

3) If the Lessee is not eligible for the 15¢ (\$.15) or 40¢ (\$.40) per \$100 EAV rental rate, the rent shall be charged at the rate of \_\_\_\_¢ (\$.\_\_\_\_) per \$100 EAV.

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

B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.

4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.
5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.
6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made avail-

able to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.

7. WATER. Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.
8. GARBAGE. City will provide weekly garbage service at a fee to be set by the. City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.
9. ASSIGNMENT. Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.
10. RULES & REGULATIONS. Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.
11. USE OF AND ACCESS TO LAKE. Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.
12. TREE CUTTING. No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health; or aesthetic reasons, and Lessee may remove dead trees from the leased premises.
13. DEFAULT. If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.

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

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

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

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

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

City

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

Lessee Name and Mailing Address

Peter & Kathy Yelinek  
24851 Cherokee Ct  
Hudson, IL 60174

Lessee Billing Address

Peter & Kathy Yelinek  
43975 Boulder Dr.  
Clinton Twp, MI 48038

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: \_\_\_\_\_

Peter Yelinek  
Kathy Yelinek

Its Mayor

Attest:

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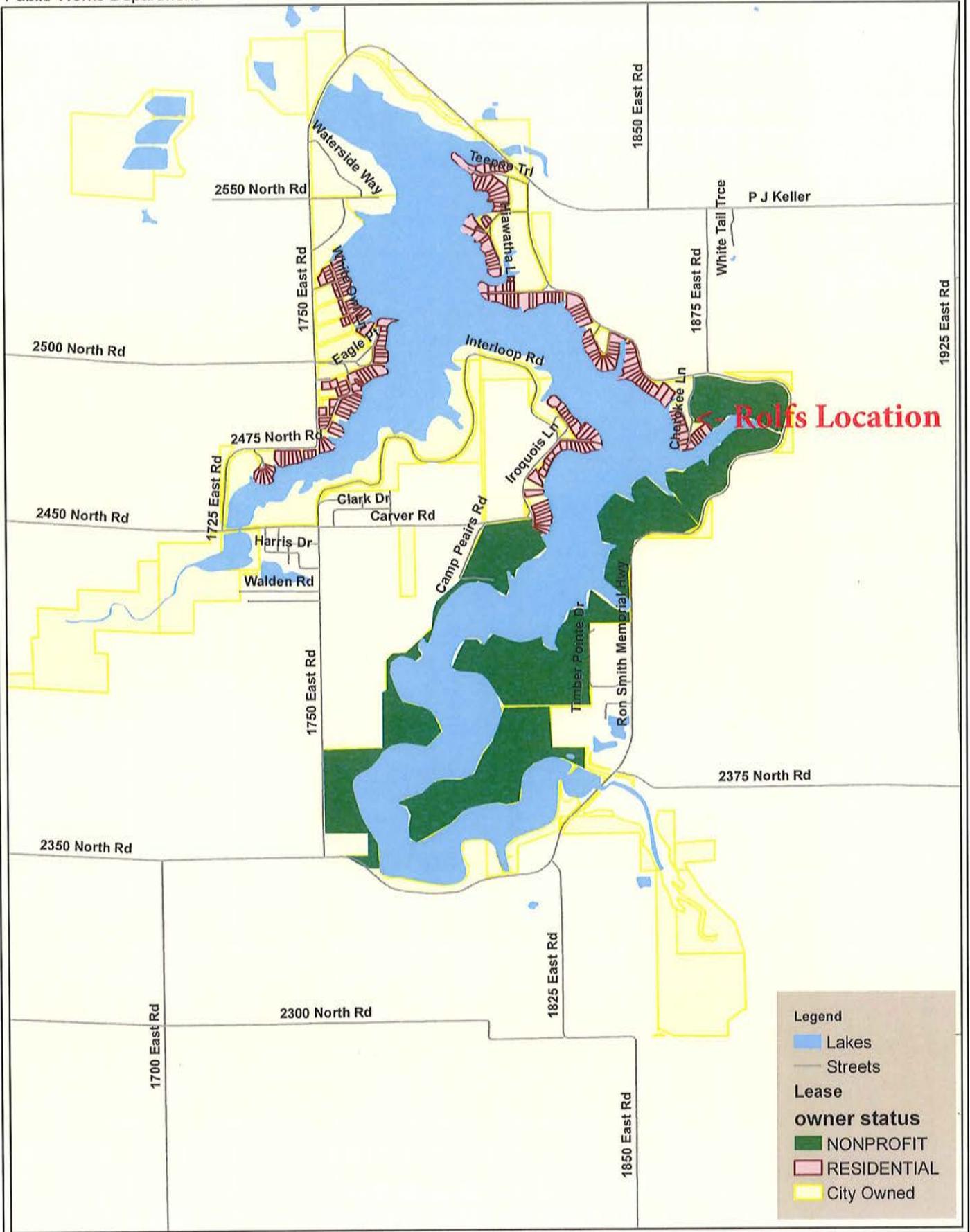
City Clerk

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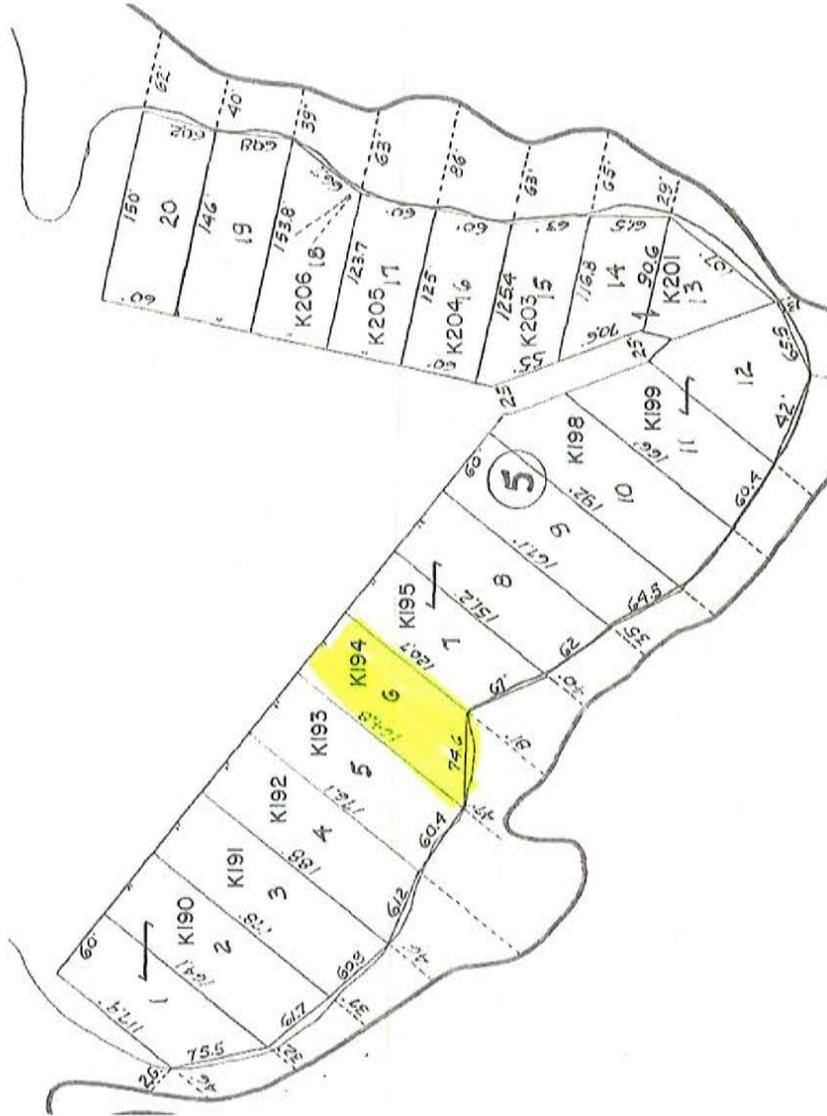
# Lake Bloomington Lease Map



0 1,000 2,000 Feet

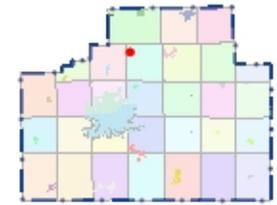


CAMP KICKAPOO  
LOT 6 - BLOCK 5





# Unpermitted Structure Map



### Legend

Parcels



1: 1,128

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### Notes





## CONSENT AGENDA ITEM NO. 7K

FOR COUNCIL: August 28, 2017

**SUBJECT:** Consideration of approving a petition for the Lake Bloomington Lease Transfer of Lot 3 in Block 29 in Camp Potawatomie, from David and Jeanne Cleary to Jim and Amy France.

**RECOMMENDATION/MOTION:** That the Lake Lease Transfer be approved, subject to the septic system conditions included in the McLean County Health Department's July 21, 2017, letter and the new lease holder apply for permits for existing non-leased marginal land and reservoir improvements that are determined compliant with City rules and regulations within six (6) months of transfer, and further contingent upon the transferee providing documentation of the sale of the house located on the property, and that 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 letter from the McLean County was completed on July 21, 2017. This letter provides regulation requirements for surface discharging septic installation.

In addition, the evaluation report, dated July 18, 2017, from Rob Williamson indicates that the septic tank is installed deeper than what is allowed by Code. The letter also indicates that the alarm for the pump system is located inside the house and that there was no evidence of chlorine in the chlorinator, which is a violation of the Illinois Department of Public Health's Private Sewage Disposal Act and Code, 2013 and Chapter 28, Health and Sanitation of the McLean County Revised Code. A cap was provided by Rob Williamson to cover the chlorinator tube and chlorine has since been added to fulfill the stipulation from the McLean County Health Department. A riser has been installed by Rob Williamson to correct the depth of the septic system. Rob Williamson also installed a new chlorinator tube and placed new chlorine tablets to correct the lack of chlorine in the septic system. The alarm is allowed to remain as is until the septic system is repaired or replaced.

The septic system was installed in 2004 and is now approximately 13 years old. The McLean County Health Department considers the average life expectancy of a septic system to be 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 the 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.

Staff has reviewed the lot and found that dock, deck and seawall improvements have been constructed on the City owned reservoir and non-leased marginal land. Staff has performed a search of permits issued for the Lake Bloomington community and found that permits have been issued for Lot 3 of Block 29 in Camp Potawatomie. However, the decking around the retaining wall has electricity that was not permitted. New leaseholder must apply for electrical permit from the Community Development Department. Further, it should be noted that City Code Chapter 23, Section 53, provides that permits shall not be transferable, and that all benefits which may be derived therefrom shall accrue only to the person to whom the permit is originally issued. Pursuant to Chapter 23, Section 53, staff recommends that the transfer be subject to the new lease holder applying for permits for existing non-leased marginal land and reservoir improvements that are determined to be compliant with City rules and regulations within six (6) months of transfer. Photos of the existing non-leased marginal land and reservoir improvements have been attached.

Staff recommends approval of the lease transfer subject to the septic system conditions included in the McLean County Health Department's July 21, 2017, letter and that the new lease holder obtain a permit for existing non-leased marginal land and reservoir improvements that are determined to be compliant with City rules and regulations within six (6) months.

The Lake Lease Transfer, following approval by Council, will be contingent upon buyer providing proper documentation of the of the closing of the sale of the home located on this property prior to execution of the lease transfer.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** McLean County Health Department

**FINANCIAL IMPACT:** This petition will have a neutral financial impact in that the current lease uses the formula of \$0.40 per \$100.00 Equalized Assessed Value for determining the Lake Lease Fee. With this transfer, the Lake Lease formula will remain at the current formula of \$0.40 per \$100.00 Equalized Assessed Value. With the continued lake lease formula, this lease income will generate about \$590.46 per year in lease income. This lake lease income will be posted to the Lake Maintenance-Lease Income account (5010014-57590). Stakeholders can locate this in the FY 2018 Budget Book titled "Adopted Other Funds Budget" on page 144.

**COMMUNITY DEVELOPMENT IMPACT:** Not Applicable

Link to Comprehensive Plan/Downtown Plan Goals: Not Applicable

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** Not Applicable

Respectfully submitted for Council consideration.

Prepared by: Joseph M. Darter, Miscellaneous Technical Assistant

Reviewed by: Robert Yehl, PE. Water Director  
Steve Rasmussen, Assistant City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Scott Rathbun, Interim Budget Manager

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

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Current Lease
- City Clerk Memo
- Lake Lease Transfer Petition
- McLean County Health Department Letter/Evaluation Report
- Lake Lease Agreement
- Location Map
- Plat of Camp Potawatomie
- Existing Permits
- Existing Non-leased Marginal Land Structure Map
- Marginal Land/Reservoir Existing Structure Photographs

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the 17th day of July, 2005 between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and David P. Cleary and Jeanne P. Cleary, Husband and Wife

(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, Arlington Heights, County of Cook, 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 3 in Block 29 in Camp Potawatomie according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

2. TERM OF LEASE. The term of this Lease shall be for a term commencing (cross out the one that does not apply) (on the date of this Lease) (on January 1 following the date of this Lease) and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.

3. RENT.

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

A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:

~~1) If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of 15¢ (\$.15) per \$100 of equalized assessed value (hereafter EAV) for said property, including land and improvements, as determined by the Supervisor of Assessments of McLean County, Illinois. Said rate will remain in effect upon assignment of this Lease to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.~~

2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ (\$.15) per \$100 EAV, the rent shall be charged at the rate of 40¢ (\$.40) per \$100 EAV. This rate will

remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.

3) ~~If the Lessee is not eligible for the 15¢ (\$.15) or 40¢ (\$.40) per \$100 EAV rental rate, the rent shall be charged at the rate of \_\_\_\_\_ ¢ (\$.\_\_\_\_\_) per \$100 EAV.~~

- B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.
4. **REAL ESTATE TAXES.** Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.
5. **IMPROVEMENTS.** Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.
6. **SEPTIC SYSTEM.** Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.
7. **WATER.** Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.

8. **GARBAGE.** City will provide weekly garbage service at a fee to be set by the City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.
9. **ASSIGNMENT.** Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.
10. **RULES & REGULATIONS.** Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.
11. **USE OF AND ACCESS TO LAKE.** Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.
12. **TREE CUTTING.** No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.
13. **DEFAULT.** If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.
14. **TERMINATION BY LESSEE.** Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.

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

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

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

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

City

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

Lessee Name and Mailing Address

David P. Cleary & Jeanie P. Cleary  
 6 E. Burr Oak  
 Arlington Heights, IL 60004

- 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: St. John  
 Its Mayor

David P. Cleary  
 David P. Cleary

Attest:  
Tracy  
 City Clerk

Jeanie P. Cleary  
 Jeanie P. Cleary



## MEMO

TO: Bob Yehl, Water Dept.  
FROM: Renee Gooderham, Records & Information Manager  
DATE: July 27, 2017  
SUBJECT: Lake Bloomington Lease Transfer

A Petition and Lake Lease Transfer request has been submitted for Lots 3 in Block 29 in Camp Potowatomie, from David & Jeanne Cleary to James & Amy France. Attached please find the Lake Lease Transfer documents.

EAV for this property is \$129,961. The Lake Lease is currently at a rate of .40 cent per \$100 EAV, \$519.84. The lake lease rate will increase to .40 per EAV. The PIN number is 07-12-176-005.

Please prepare a Council memorandum for the next available council meeting.

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 3 Block 29 of Camp Potowatomie

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

X From: David + Jeanne Cleary (Sellers Name)

To: JAMES FRANCE - Amy FRANCE (Buyers Name)

X [Signature] (Signatures of Seller)

\*\*\*\*\*

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

Now comes JAMES + Amy FRANCE (Buyer) and respectfully shows that He/She/They became the purchaser of all right, title and interest of

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

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

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

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

Respectfully submitted,  
[Signature]  
[Signature]  
(Signature of Buyer(s))

\*\*\*\*\*

WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON LOT 3  
BLOCK 29 CAMP Kickapoo, OF LAKE BLOOMINGTON.

Now comes the City of Bloomington and gives this, its written consent to the assignment on all right, title and interest of (seller) David + Jeanne Cleary in and to the premises known as Lot 3 Block 29 in Camp Potowatomie, 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 \_\_\_\_\_.

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



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

July 21, 2017

Ms. Nancy Brady  
25074 Ron Smith Memorial Highway  
Hudson, IL 61748

Re: Septic Permit #04-11845  
Parcel #07-12-176-005  
Lot 105, Lake Bloomington - Potowatomie Subdivision

Dear Ms. Brady:

On July 18, 2017, this department received a septic system evaluation report from Mr. Rob Williamson, a McLean County licensed private sewage system installer, regarding the above-referenced property. The septic system evaluation was performed on July 17, 2017 and the following deficiencies were noted:

- The septic tank is installed deeper than is allowed by current code. This department recommends that risers or access ports be installed over the inlet and outlet of the tank to allow for evaluation and maintenance of the tanks. **A riser has been installed on the septic tank by Mr. Williamson.**
- The alarm for the pump system is located inside the house. This may remain as is until the septic system is repaired or replaced.
- 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. **A new chlorinator tube and chlorine tablets were provided by Mr. Williamson.**

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

1. As of February 10, 2014, any proposed new or replacement surface discharging system must have coverage under a National Pollutant Discharge Elimination System (NPDES) permit prior to installation. For more information, please visit our website at [www.health.mcleancountyil.gov](http://www.health.mcleancountyil.gov).

Ms. Nancy Brady  
July 21, 2017  
Page 2

2. Routine sampling of the effluent discharged from the system and the reporting of the laboratory results to a regulatory agency or agencies.
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 may be implemented by the Illinois Environmental Protection Agency (IEPA) and/or the Illinois Department of Public Health (IDPH) for systems constructed prior to February 10, 2014.

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

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

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

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

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

In summary, the septic system was installed in 2004 and is now approximately 13 years old. This office considers the average life expectancy of a septic system to be 20 to 25 years. The property has been vacant and has been used seasonally and may evaluate differently under normal use conditions.

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

If you have any questions, please contact Mr. Scott Cook, of this department, at (309) 888-5482.

Respectfully,



Thomas J. Anderson  
Director of Environmental Health

cc: Mr. Rob Williamson, Williamson Excavating, LLC  
Mr. Rick Twait, City of Bloomington  
Mr. Jamie French

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

For Office Use Only

Log #: <u>17-193</u>
Date Received: <u>7-18-17</u>

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: Nancy Brady  
 Address: 25074 Ron Smith Hwy  
Hudson, IL 61748  
 Phone #: Day - - Home - -

**2. Requestor Information:**

Name: Jamie French  
 Address: 2820 Huntington Rd  
Bloomington, IL 61704  
 Phone #: Day 309-661-4697 Home - -

**3. Property Information:**

Parcel Number (Tax ID): ( ) 07-12-176-005 Date Evaluation Performed: 07-17-17  
 Address of property evaluated: 24685 Hickory Lane Hudson Sub. & Lot: 45-131 m Potowatomie #105  
 Permit available from Health Dept.: Yes  No  Permit #: 04-11845

**4. Interview Information:**

Person interviewed: \_\_\_\_\_ Original owner: Yes  No   
 Age of home (years): \_\_\_\_\_ Intended for seasonal use: Yes  No   
 Date last occupied: Vacant per Rob W. Number of occupants: \_\_\_\_\_  
 Has tank ever been pumped: Yes  No  If yes, how often: \_\_\_\_\_

**5. Interior Evaluation:**

Number of bedrooms: 3 Garbage disposal: Yes  No   
 Toilet tanks and other fixtures have evidence of leakage or overflow: Yes  No   
 Water softener discharges to: n/a Clothes washer discharges to: septic  
 Dishwasher discharges to: septic Hot tub discharges to: n/a  
 Basement plumbing fixtures: \_\_\_\_\_ Discharge locations: Environmental Health  
 a. all a. septic JUL 18 2017  
 b. \_\_\_\_\_ b. \_\_\_\_\_  
 c. \_\_\_\_\_ c. MCND  
 d. \_\_\_\_\_ d. \_\_\_\_\_  
 Basement floor drains discharge to: n/a per Rob W. Garage floor drains discharge to: n/a  
 Sump pit/pump discharges to: ground surface Downspouts discharge to: ground surface

6. Exterior Evaluation Points:

A. SEPTIC TANK(s) -- This Section N/A

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

Tank One: N/A <input type="checkbox"/>	Yes	No	Tank Two: N/A <input type="checkbox"/>	Yes	No
Depth of soil to top of tank: 20 inches			Depth of soil to top of tank: _____ inches		
Tank has access within 12" of ground surface	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Tank has access within 12" of ground surface	<input type="checkbox"/>	<input type="checkbox"/>
Size: 1500 gallons Type:			Size: _____ gallons Type:		
Meets current code:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Meets current code:	<input type="checkbox"/>	<input type="checkbox"/>
Tank lids in good condition:	<input 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 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

- |   |                          |                          |
|---|--------------------------|--------------------------|
| 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

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

D. SEEPAGE BED -- This Section N/A

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

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

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

E. SAND FILTER -- This Section N/A

Minimum soil cover depth to top of sand filter: 18 inches  
 Square feet of sand filter: 600 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: *(Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.):* ground surface

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

	Yes	No
Pump chamber an approved design:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Chamber volume 1.5 times the daily flow:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is there a dual pump:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Alarm present:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Alarm location: <u>basement</u>		
Alarm properly working with audio and visual functions:	<input checked="" 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: *(Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.):* \_\_\_\_\_

**Include all distances as described below.**

NOTE: Be sure to attach drawing to this report.

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

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

Comments:

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

*The septic tank does not need to be pumped at this time but it should be checked regularly and pumped as needed in the future. The septic tank should have a riser on it and one was installed after this evaluation. The chlorinator tube was difficult to get out of the chlorinator stand pipe. A new chlorinator tube and a chlorine tablet was installed after this evaluation. This septic system appears to be functioning at this time.*

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

*Rob Williamson*

Inspector's Name (print)

  
Signature

*07-18-17*

Date

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the \_\_\_\_\_ day of \_\_\_\_\_,

between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and JAMES & Amy FRANCE

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

WITNESSETH

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

1. PREMISES. The City leases to Lessee the following described real estate owned by the City in the vicinity of Lake Bloomington, Illinois as follows:

Lot 3 in Block 29<sup>th</sup> in Camp Potowatomi according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

2. TERM OF LEASE. The term of this Lease shall be for a term commencing (**cross out the one that does not apply**) (on the date of this Lease) (on January 1 following the date of this Lease) and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.
3. RENT.

**LESSEE'S NOTICE: This lease form, including the rental rate, is currently under review by the City of Bloomington City Council (see City Code: Chapter 23, Section 58). Once City staff has completed the updates to the lease form, it will be provided to you and will thereafter be subject to City Council approval. Note for leases with an end date, prior to this transfer, of January 1, 2032 or earlier, the updated lease form is likely to include a change in the rental rate of this transfer and therefore, the rate change will also be applied to this lease effective January 1, 2032 to December 31, 2131.**

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

- A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:
  - 1) If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of 15¢ (\$.15) per \$100 of equalized assessed value (hereafter EAV) for said property, including land and improvements, as determined by the Supervisor of Assessments of

McLean County, Illinois. Said rate will remain in effect upon assignment of this Lease to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.

2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ (\$.15) per \$100 EAV, the rent shall be charged at the rate of 40¢ (\$.40) per \$100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.

3) If the Lessee is not eligible for the 15¢ (\$.15) or 40¢ (\$.40) per \$100 EAV rental rate, the rent shall be charged at the rate of \_\_\_\_\_¢ (\$.\_\_\_\_\_) per \$100 EAV.

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

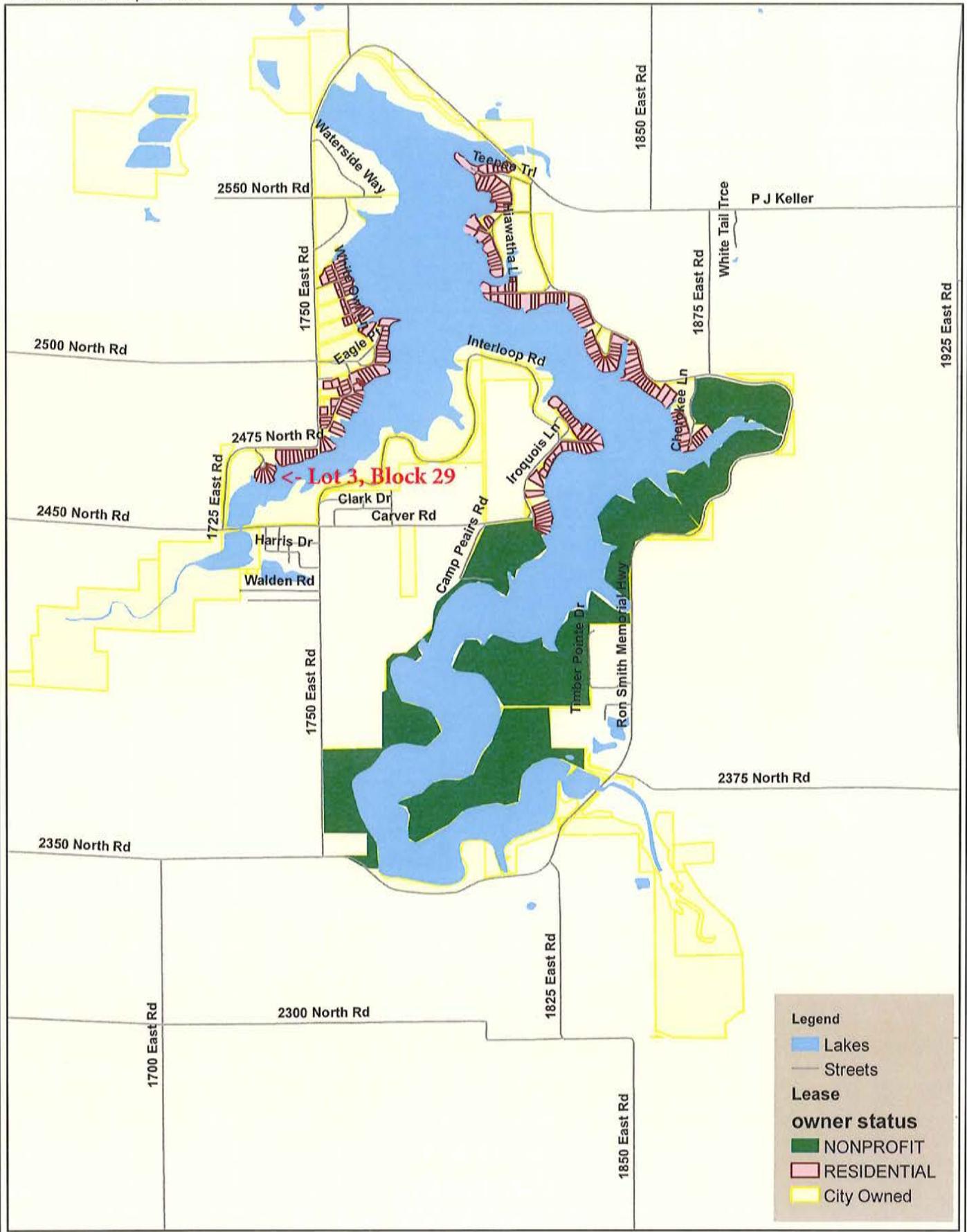
- B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the 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

# Lake Bloomington Lease Map



0 1,000 2,000 Feet

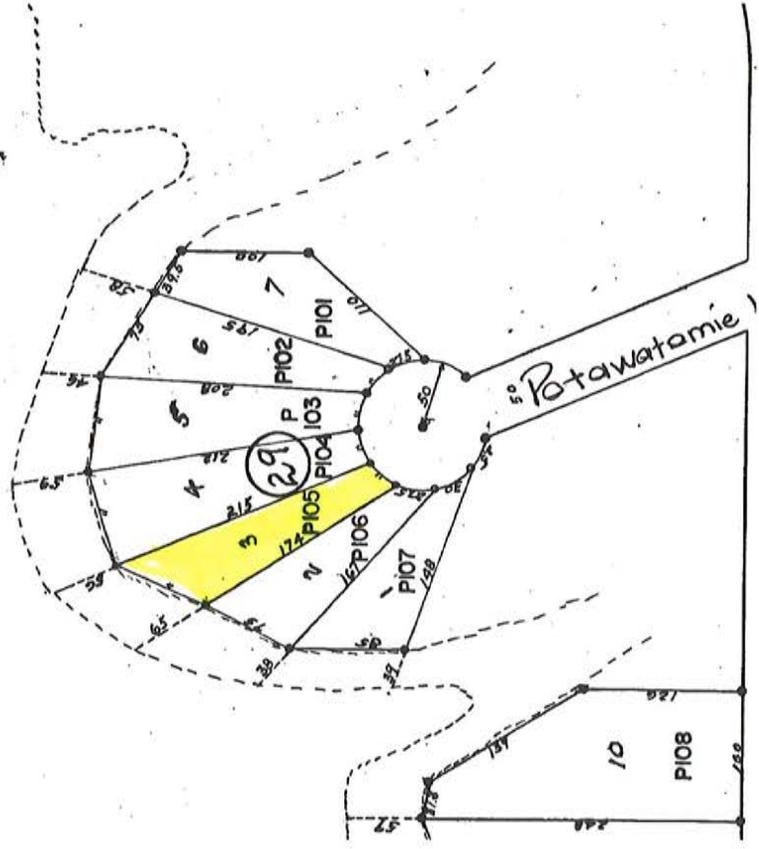


**Legend**

- Lakes
- Streets

**Lease owner status**

- NONPROFIT
- RESIDENTIAL
- City Owned



CAMP POTAWATOMIE  
 Lot 3, Block 29 Location



**Public Works - Engineering**

115 E. Washington Street, Ste 301  
 PO Box 3157  
 Bloomington, IL 61702-3157  
 ph: (309) 434-2225 e-mail: engineer@cityblm.org

<b>PERMIT NUMBER</b>
<b>P 141325</b>
Issue Date: 08/03/2017
Exp Date: 01/30/2018

**Permit Type: EXCAVATION PERMIT**

Parcel Number	Street Address
0712176005	24685 HICKORY LN
Jurisdiction	
HUDSON	
Owner Information	Applicant Information
Name: CLEARY, DAVID & JEANNE Address: 4 N SCHOENBECK RD PROSPECT HEIGHTS, IL 60070  Phone:	Applicant: CLEARY, DAVID & JEANNE Address: 4 N SCHOENBECK RD PROSPECT HEIGHTS, IL 60070  Phone:
Contractor Information	
Name: BRADY, NANCY K Address: 25074 RON SMITH MEMORIAL HWY HUDSON, IL 61748	Phone:
Site Information	
Subdivision: POTOWATOMIE CAMP Lot Number: 3 Block: 29 Lot Acres: Lot Square Feet:	New Service Comment:  Prerequisite:
Project Description	
EXCAVATION	
Scope of Work	
PERMIT FOR EXISTING DOCK - NO PERMIT OBTAINED DURING CONSTRUCTION	
Permit Details	Desc: Fee:
	EXCAVATION FLAT FEE 35.00 EXCAVATION STREET DEPOSIT .00 EXCAVATION WATER MAIN TAP ON .00 EXCAVATION SEWER TAP ON .00 EXCAVATION STORMWTR DETENTION .00

Date: 08/03/2017

Application Number	32962	TOTAL PERMIT FEES	\$ 35.00	<i>Paid</i>
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Public Works Department  
215 W. Washington St., PO BOX 3157  
Bloomington, IL 61702-2157  
Phone: 309-434-2115  
Fax: 309-434-2263

Excavation Permit Application For  
Boat Dock/Deck/Sea Wall Construction Application

Application Date:	7/25/17
Application Number:	
Contractor Name:	
Contractor Address:	
Contractor Phone #:	
Contractor Email:	
Site Address:	24685 Hickory Lane Hudson, IL 61748
Lot #:	
Scope of Work:	Permit for existing dock - No permit obtained during construction
Excavation Fee:	\$35

Requirements:

- Application of Permit
- Map Property Lines of Leased Property
- Tree Assessment Form
- Construction plans which include scaled boat/deck/sea wall drawings

**For Office Use Only**

Email Application & Attachments to Water Dept Director

Approved by: <i>[Signature]</i>	Date: 8/3/17
---------------------------------	--------------

\* Signed for Robert Yell who is on vacation



**Public Works - Engineering**

115 E. Washington Street, Ste 301  
 PO Box 3157  
 Bloomington, IL 61702-3157  
 ph: (309) 434-2225 e-mail: engineer@cityblm.org

**PERMIT NUMBER**

**P 114188**

Issue Date: 08/07/2014

Exp Date: 02/03/2015

**Permit Type: EXCAVATION PERMIT**

Parcel Number	Street Address
0712176005	24685 HICKORY LN

Jurisdiction
HUDSON

Owner Information	Applicant Information
Name: CLEARY, DAVID & JEANNE Address: 6 BURR OAK ARLINGTON HEIGHTS, IL 60004  Phone:	Applicant: G & H MARINE INC Address: 2540 S IMBODEN CT DECATUR, IL 62521  Phone: 217-423-6684

**Contractor Information**

Name: G & H MARINE INC Address: 2540 S IMBODEN CT DECATUR, IL 62521	Phone:
---	--------

**Site Information**

Subdivision: POTOWATOMIE CAMP Lot Number: 3 Block: 29 Lot Acres: Lot Square Feet:	New Service Comment:  Prerequisite:
---	---

**Project Description**

EXCAVATION

**Scope of Work**

REPLACE EXISTING SHORE WALLS

Permit Details	Desc:	Fee:
	EXCAVATION FLAT FEE	35.00
	EXCAVATION STREET DEPOSIT	.00
	EXCAVATION WATER MAIN TAP ON	.00
	EXCAVATION SEWER TAP ON	.00

Date: 08/07/2014

Application Number	12065
--------------------	-------

TOTAL PERMIT FEES	\$ 35.00
-------------------	----------

Address: 2540 S. Imboden Ct.  
Decatur, IL 62521  
Office: 217.423.6684  
Toll-free: 800.425.8665  
Fax: 217.422.2916  
Email: ghmarine@aol.com  
Website: www.ghmarine.com



# Fax

To: *Engineering Dept*  
*Pam Bertrand* From: *Pam*

---

Fax: *309) 434-2201* Pages: *(including cover)*

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Phone: *309) 434-2643* Date: *7-17-14* *8-4-14*

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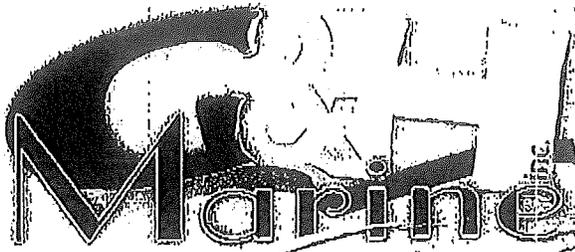
Re: *Permits* cc:

- Urgent     For Review     Please Comment     Please Reply     Please Recycle

● Comments:

*I will call with credit card payment.*  
*Thank you.*

*application*  
*#12065*



2340 S. Inboden Ct  
Decatur, IL 62521  
217-423-6684  
800-425-8665  
Fax: 217-422-2916  
www.gandhmarine.com

- Complete Boat Dock/Lift Systems
- Shorewalls
- Boathouses
- Marine Services
- Specialty Welding

July 17, 2014

City of Bloomington  
Engineering Department  
Attn: Pam Bertrand

Engineering Dept.,

G & H Marine, Inc. will not extend new shore walls any further into the lake than is necessary. The shore wall will follow as close to the original wall or shoreline as possible.

Any questions please contact Jeremy at 217-519-2663.

Thank you,  
Pam Morrell  
G & H Marine, Inc.

Lake location:  
 24685 Hickory Lane  
 Hudson, IL 61748

Steel

# Invoice

<b>BILL TO</b>	
Dave & Jeanne Cleary 6 East Burr Oak Drive Arlington Heights, IL 60004	
Customer Phone	Customer Alt. Phone
1-312-576-6288	1-847-293-3305

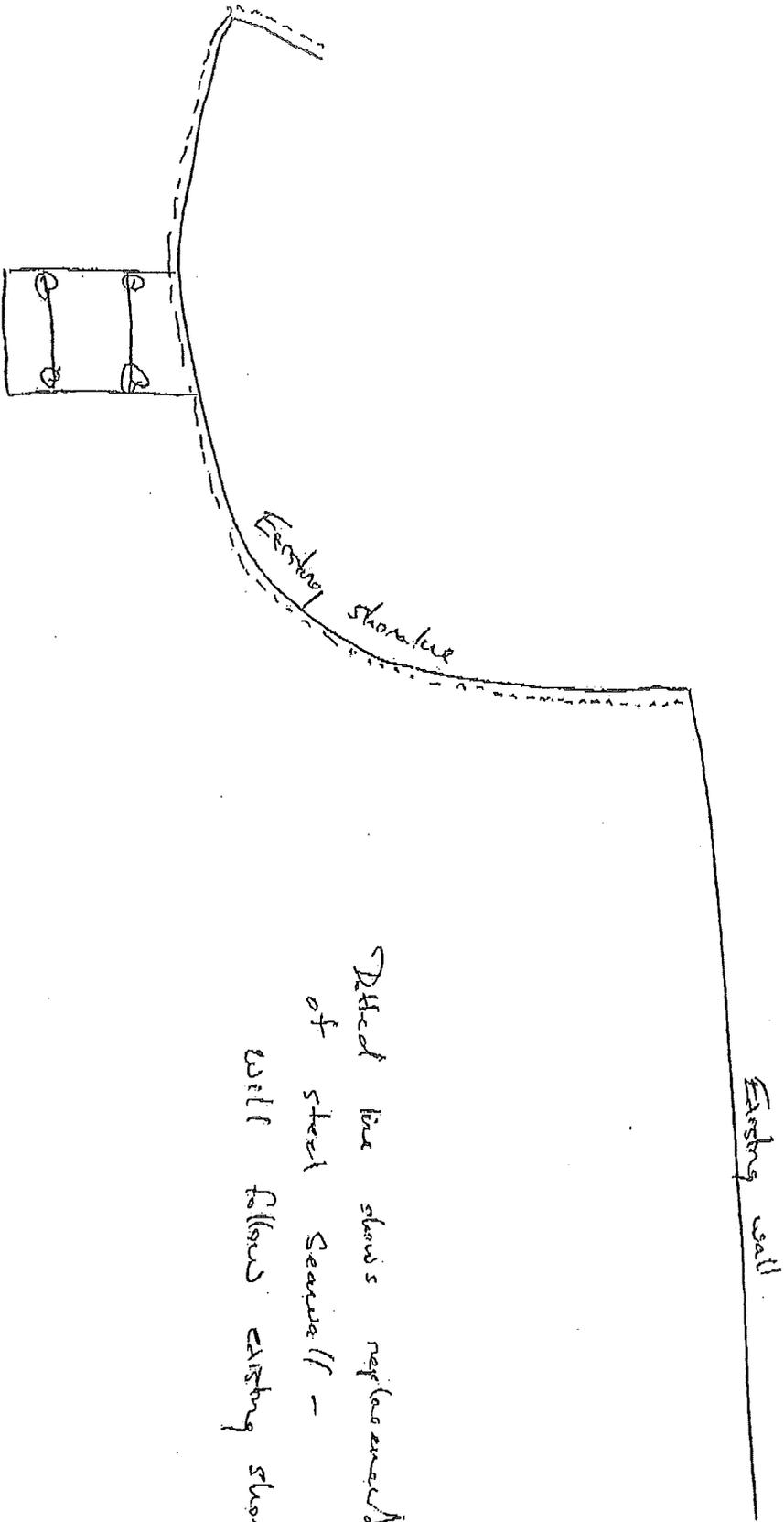
<b>DATE</b>	<b>INVOICE NO.</b>
7/3/2014	142858
<b>BILL DATE</b>	<b>DUE DATE</b>
	Upon Receipt

ITEM	DESCRIPTION	RATE	AMOUNT
1	Steel Shorewall Package Price (including labor & installation): Price Per Foot (actual footage): \$180 Per Foot Approximate Footage: 106 Feet Actual Footage: Calculated Upon Completion Drains @ \$100 Each: To be determined by owner Corners @ \$200 Each: No charge		
1	Tear out / cut down of existing damaged wall  Note: Not responsible for damage to yard or landscaping during the construction of the new seawalls/docks Not responsible for damage or loss of bricks behind current seawall Back fill is included unless fill material cannot be obtained from lake bottom due to water depth ( additional fill is the responsibility of the customer )  Note: Thank You for contacting G&H Marine Inc. 10% down payment required , Balance due upon completion of work. Please contact Jeremy Garner with additional questions 217.519.2663		
		<b>Total</b>	
		<b>Paym</b>	
		<b>Bala</b>	

We appreciate your business!

This invoice includes all necessary taxes, labor and freight charges.

*Blowing for*

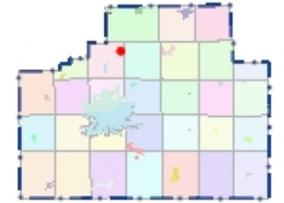


Dotted line shows replacement  
of steel seawall -  
will follow existing shoreline

Heiko  
24885 Hedberg Lane  
Hudson IL  
Cleary



# Unpermitted Structures Map



### Legend

 Parcels



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### Notes



## CONSENT AGENDA ITEM NO. 7L

FOR COUNCIL: August 28, 2017

**SUBJECT:** Consideration of approving a petition for a Lake Bloomington Lease Transfer of Lot 14 in Block 3 in Camp Kickapoo, from Roger and Beth Yoder to Finn Amble.

**RECOMMENDATION/MOTION:** That the Lake Lease Transfer and supplemental agreement (Lease Addendum) be approved, subject to the septic system conditions included in the McLean County Health Department's July 20, 2017, letter and the new lease holder applying for permits for existing improvements on non-leased marginal City land and reservoir improvements within six (6) months of transfer, and further contingent upon the transferee providing documentation of the sale of the house located on the leased property, and that 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:** Staff have reviewed this proposed Lake Bloomington Lease Transfer Petition. The Petitioner, Finn Amble, is currently a co-lessee with his wife, Laura Amble, at Camp Iroquois, Lot 6, Block 3, commonly referred to as 24715 Iroquois Lane, Hudson, Illinois. Approval of this transfer would result in one person leasing two lots at Lake Bloomington.

The Bloomington City Code, Chapter 23, Section 60.1 prohibits a person from leasing two lots at Lake Bloomington with the exception of four exemptions which staff do not view as relevant to the current transfer petition. In the past, the Council has allowed lake lease transfers to persons already leasing a lot from the City when the person requesting the transfer agrees to divest his or herself from ownership of the lot they currently lease within a specified amount of time. The supplemental agreement will require the Petitioner to divest himself of his current leasehold interest or his interest in the lease presently before Council within two years of execution of the lease. Staff recommends the approval of the supplemental agreement and lease transfer.

The sewage disposal system letter from the McLean County was completed on July 20, 2017. This letter provides regulation requirements for surface discharging septic installation.

In addition, the evaluation report, dated July 15, 2017, from Ray Popejoy indicates that the septic tank needs to be pumped at this time. The McLean County Health Department recommends that the septic tank be pumped every three to five years. The report also notes that the alarm for the pump system is located inside the house. This may remain as is until the septic system is repaired or replaced. Further, the report notes that the hot tub discharges to the ground surface. This may

also remain as is until the septic system is repaired or replaced or a nuisance condition is created. Since the report was generated, the septic system has been pumped by Ray Popejoy.

The septic system was installed in 1992 and is now approximately 25 years old. The McLean County Health Department considers the average life expectancy of a septic system to be 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 the 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.

Staff has reviewed the lot and found that dock, deck and improvements have been constructed on the City owned reservoir and non-leased marginal land. Staff has performed a search of permits issued for the Lake Bloomington community and found that permits have been issued for Lot 14 of Block 3 in Camp Kickapoo. However, only the seawall was permitted. The dock and deck that had been constructed on non-leased marginal land were not permitted. Permits need to be applied for, and obtained, if the new leaseholder wishes to maintain the dock, deck and improvements that have been constructed on non-leased marginal land. Among the required permits, an electrical permit must be applied for from Community Development. It should be noted that City Code, Chapter 23, Section 53, provides that permits that are not transferable, and that all benefits which may be derived therefrom shall accrue only to the person to whom the permit was originally issued. Pursuant to Chapter 23, Section 53, staff recommends that the transfer be subject to the new lease holder applying for permits for existing non-leased marginal land and reservoir improvements that are determined to be compliant with City rules and regulations within six (6) months of transfer. Photos of the existing non-leased marginal land and reservoir improvements have been attached.

Staff recommends approval of the lease transfer subject to the septic system conditions included in the McLean County Health Department's July 21, 2017, letter and that the new lease holder apply for permits for existing non-leased marginal City land and reservoir within six (6) months of execution of the new lease.

The Lake Lease Transfer, following approval by Council, will be contingent upon the prospective lessee providing proper documentation of the sale of the home on this property prior to execution of the new lease.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** McLean County Health Department

**FINANCIAL IMPACT:** This petition will have a financial impact in that the current lease uses the formula of \$0.15 per \$100.00 Equalized Assessed Value for determining the Lake Lease Fee.

With this transfer, the Lake Lease formula will increase to the current formula of \$0.40 per \$100.00 Equalized Assessed Value. With the updated lake lease formula, this lease income will generate about \$731.02 per year in lease income. This lake lease income will be posted to the Lake Maintenance-Lease Income account (5010014-57590). Stakeholders can locate this in the FY 2018 Budget Book titled “Adopted Other Funds Budget” on page 144.

**COMMUNITY DEVELOPMENT IMPACT:** Not Applicable

Link to Comprehensive Plan/Downtown Plan Goals: Not Applicable

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** Not Applicable

Respectfully submitted for Council consideration.

Prepared by: Joseph M. Darter, Miscellaneous Technical Assistant

Reviewed by: Robert Yehl, PE. Water Director  
Steve Rasmussen, Assistant City Manger

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Scott Rathbun, Interim Budget Manager

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

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Current Lease
- City Clerk Memo
- Lake Lease Transfer Petition
- McLean County Health Department Letter/Evaluation
- Lake Lease Agreement
- Location Map
- Plat of Camp Kickapoo
- Aerial Map of Structures Constructed on Marginal Land and Reservoir
- Marginal Land/Reservoir Existing Structure Photographs
- Agreement between Finn Amble and the City of Bloomington



LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the 16<sup>th</sup> day of December, 1997 between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called "City," and Roger and Beth Under (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 14 in Block 03 in Camp KICKAPOO, according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

2. TERM OF LEASE. The term of this Lease shall be for a term commencing (cross out the one that does not apply) (on the date of this Lease) (on January 1 following the date of this Lease) and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.

3. RENT.

A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:

1) If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of 15¢ (\$ .15) per \$100 of equalized assessed value (hereafter EAV) for said property, including land and improvements, as determined by the Supervisor of Assessments of McLean County, Illinois. Said rate will remain in effect upon assignment of this Lease to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee

who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.

~~2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ (\$.15) per \$100 EAV, the rent shall be charged at the rate of 40¢ (\$.40) per \$100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.~~

~~3) If the Lessee is not eligible for the 15¢ (\$.15) or 40¢ (\$.40) per \$100 EAV rental rate, the rent shall be charged at the rate of \_\_\_\_¢ (\$.\_\_\_\_) per \$100 EAV.~~

SELECT THE RENT TO BE PAID BY CROSSING 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.

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

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

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

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

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

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

City

Lessee Name and Mailing Address

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

ROGER & Beth Yoder  
R1516 RR2 BOX 63  
LEWISDALE 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:

[Signature]  
Its Mayor

Attest:

[Signature]

[Signature]

[Signature]

\_\_\_\_\_



## MEMO

TO: ~~Bob Yehl, Water Dept.~~  
FROM: Renee Gooderham, Records & Information Manager  
DATE: August 7, 2017  
SUBJECT: Lake Bloomington Lease Transfer

A Petition and Lake Lease Transfer request has been submitted for Lots 14 in Block 3 in Camp Kickapoo, from Roger & Beth Yoder to Finn Amble. Attached please find the Lake Lease Transfer documents.

EAV for this property is \$182,754. The Lake Lease is currently at a rate of .15 cent per \$100 EAV, \$274.13. The lake lease rate will increase to .40 per EAV. The PIN number is 08-06-353-013.

Please prepare a Council memorandum for the next available council meeting.

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 14 Block 3 of Camp Kickapoo

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

From: Roger Yoder & Beth Yoder (Sellers Name)

To: Finn Amble (Buyers Name)

Roger Yoder

Beth Yoder

(Signature of Seller(s))

\*\*\*\*\*

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

Now comes Finn Amble (Buyer) and re-

spectfully shows that He/She/They became the purchaser of all right, title and interest of

Roger Yoder and Beth Yoder (Seller) In and

to the Lease made on the (Date) Dec. 16, 1977 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)

Roger Yoder and Beth Yoder

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,

[Signature]

(Signature of Buyer(s))

\*\*\*\*\*

WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON LOT 14  
BLOCK 3 CAMP Kickapoo, OF LAKE BLOOMINGTON.

Now comes the City of Bloomington and gives this, its written consent to the assignment on all right, title and interest of (seller) Roger Yoder and Beth Yoder in and to the premises known as Lot 14 Block 3 in Camp Kickapoo, 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 \_\_\_\_\_.

Tari Renner, Mayor



ATTN  
MELISSA

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

July 20, 2017

Mr. Roger Yoder  
25392 Arrowhead Lane  
Hudson, IL 61748

Re: Septic Permit #92-8399  
Parcel #92-8399  
Lot 156, Lake Bloomington – Kickapoo Subdivision

Dear Mr. Yoder:

On July 18, 2017, this department received a septic system evaluation report from Mr. Ray Popejoy, a McLean County licensed private sewage system installer, regarding the above-referenced property. The septic system evaluation was performed on July 15, 2017 and the following deficiencies were noted:

- The septic tank does need to be pumped at this time. This department recommends that the septic tank be pumped every three to five years. If the tank is not properly pumped to remove accumulated solids, the solids will start to bypass the baffles in the tank and cause rapid failure of the septic system.
- The alarm for the pump system is located inside the house. This may remain as is until the septic system is repaired or replaced.
- The hot tub discharges to the ground surface. This may remain as is until the septic system is repaired or replaced or a nuisance condition is created.

In summary, the septic system was installed in 1992 and is now approximately 25 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](http://www.health.mcleancountyil.gov).

If you have any questions, please contact Mr. Scott Cook, with this department, at (309) 888-5482.

Respectfully,

Thomas J. Anderson  
Director of Environmental Health

cc: Mr. Ray Popejoy  
Mr. Rick Twait, City of Bloomington

TJA:AC:du

AC-0601-17-192

# EVALUATION REPORT FOR A MCLEAN COUNTY PRIVATE SEWAGE DISPOSAL SYSTEM

For Office Use Only

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: ROGER WYODAR  
 Address: 25392 ARROWHEAD LANE  
Hudson

**2. Requestor Information:**

Name: ROGER WYODAR  
 Address: 25392 ARROWHEAD LANE  
Hudson

Phone #: Day: \_\_\_\_\_ Home: 509 275 9424 Phone #: Day: \_\_\_\_\_ Home: 509 275 9424

**3. Property Information:**

Parcel Number (Tax ID): 08-06-353-013 Date Evaluation Performed: 7-15-17  
 Address of property evaluated: 25392 ARROWHEAD LANE Sub. & Lot: 65 K-156  
 Permit available from Health Dept.: Yes  No  Permit Number: 92-8399

**4. Interview Information:**

Person interviewed: ROGER WYODAR Original owner: Yes  No   
 Age of home (years): 25 Intended for seasonal use: Yes  No   
 Date last occupied: 15 OCCUPIED Number of occupants: 2  
 Has tank ever been pumped: Yes  No  If yes, how often: \_\_\_\_\_

**5. Interior Evaluation:**

Number of bedrooms: 2 Garbage disposal: Yes  No   
 Toilet tanks and other fixtures have evidence of leakage or overflow: Yes  No   
 Water softener discharges to: N/A Clothes washer discharges to: SEPTIC  
 Dishwasher discharges to: SEPTIC Hot tub discharges to: NO DISCHARGE  
 Basement plumbing fixtures:  
 a. 1 SHOWER 1 RITICULUS  
 b. 2 TOILETS  
 c. 2 VANITIES  
 d. DISHWASHER  
 Basement floor drains discharge to: 1 TO SEPTIC Garage floor drains discharge to: SEPTIC  
 Sump pit/pump discharges to: N/A Downspouts discharge to: LAKE

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 No. N/A <input type="checkbox"/>	Yes	No	Tank No. N/A <input type="checkbox"/>	Yes	No
Depth of soil to top of tank: <u>24</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"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tank has access within 12" of ground surface: <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Size: <u>1600</u> gallons Type: <u>C. Hite/Kele</u>			Size: _____ gallons Type: _____		
Meets current code: <input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Meets current code: <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tank lids in good condition: <input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tank lids in good condition: <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Inlet baffle in good condition: <input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Inlet baffle in good condition: <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Evidence of solids on inlet baffle: <input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evidence of solids on inlet baffle: <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Outlet baffle in good condition: <input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Outlet baffle in good condition: <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Evidence of solids on outlet baffle: <input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evidence of solids on outlet baffle: <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water standing in outlet: <input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water standing in outlet: <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water level below outlet: <input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water level below outlet: <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tank needs to be pumped: <input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tank needs to be pumped: <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Outlet device/filter on tank: <input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Outlet device/filter on tank: <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Type: _____			Type: _____		
Back flow into tank from system after pumping: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>			Back flow into tank from system after pumping: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>		

B. SEEPAGE FIELD -- This Section N/A

Depth to top of field: 12 inches to 16 inches

Square feet of field: 549 square feet

Meets current code sizing requirements:  Yes  No

Seepage standing on ground surface:  Yes  No

Lush vegetation or saturated soil on or near seepage field area:  Yes  No

Evidence that water has ponded over seepage field or the soil is saturated:  Yes  No

Solids or "carry-over" material present in the rock or bedding material:  Yes  No

Depth of water in trench: NONE PRESENT inches

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

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

D. SEEPAGE BED -- This Section N/A

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

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

Meets current code sizing requirements:  Yes  No

Seepage standing on ground surface:  Yes  No

Lush vegetation or saturated soil on or near seepage bed area:  Yes  No

Evidence water has ponded over seepage bed or is soil saturated:  Yes  No

Solids or "carry over" material present in the rock or bedding material:  Yes  No

Depth of water in the bed: \_\_\_\_\_ inches

E. SAND FILTER -- This Section N/A

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

Square feet of sand filter: \_\_\_\_\_ square feet

Is water standing in the distribution pipes or in the rock that surrounds the pipe:

Yes No

Meets current code sizing requirements:

Seepage standing on ground surface over filter:

Lush vegetation on or near sand filter:

Evidence if water has ponded over sand filter:

Sand filter vented as required:

Vent in good repair:

Chlorinator with screw on cap present:

Chlorinator tube with corrosion resistant handle present:

Evidence of chlorination:

Evidence of restricted flow in chlorinator:

Sample port with screw on cap present:

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

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

Pump chamber an approved design:

Yes No

Chamber volume 1.5 times the daily flow:

Is there a dual pump:

Alarm present:

Alarm location: UTILITY ROOM Lower level

Alarm properly working with audio and visual functions:

G. AEROBIC UNIT -- This Section N/A

Manufacturer: \_\_\_\_\_

Model number: \_\_\_\_\_

Size of unit: \_\_\_\_\_ gallons

Yes No

Pump running at time of inspection:

Current maintenance contract in place:

Who is maintenance contract with: \_\_\_\_\_

Alarm present:

Alarm location: \_\_\_\_\_

Alarm properly working with audio and visual functions:

Unit discharges to: Seepage field  Seepage bed  Sand filter  Other: \_\_\_\_\_

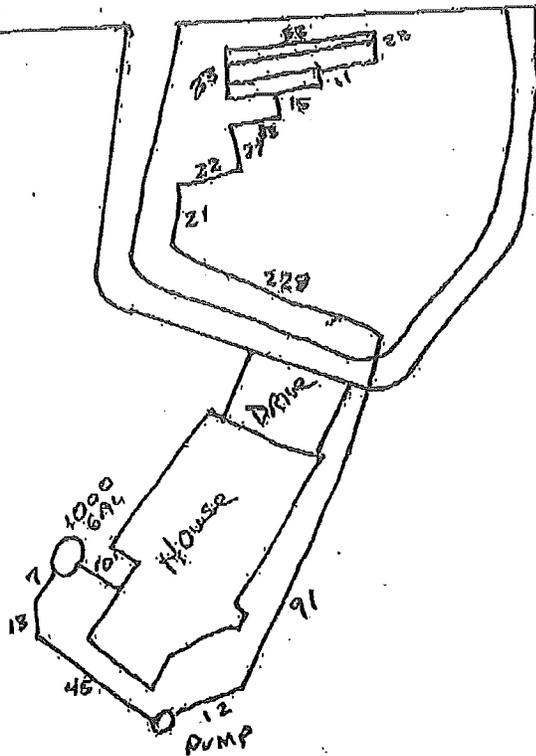
If other, what method of chlorination is used: \_\_\_\_\_

Chlorinator with screw on cap present:

Chlorinator tube with corrosion resistant handle present:

Evidence of chlorination:

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



Include all distances as described below.  
 NOTE: Be sure to attach drawing to this report.

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

Well or stream to: <input checked="" type="checkbox"/> N/A	Geothermal unit to: <input checked="" type="checkbox"/> N/A	Building to:
Septic tank: _____ feet	Septic tank: _____ feet	Septic tank: <u>10</u> feet
Seepage system: _____ feet	Seepage system: _____ feet	Seepage system: <u>300<sup>+</sup></u> feet
Sand filter: _____ feet	Sand filter: _____ feet	Sand filter: <u>N/A</u> feet
Effluent tile: _____ feet	Effluent tile: _____ feet	Effluent tile: _____ feet
Effluent discharge: _____ feet	Effluent discharge: _____ feet	Effluent discharge: _____ feet
Geothermal unit: _____ feet	Geothermal unit: _____ feet	Geothermal unit: _____ feet
Aerobic unit: _____ feet	Aerobic unit: _____ feet	Aerobic unit: _____ feet
Water (lho) to:	Body of water to: <input checked="" type="checkbox"/> N/A	
Septic tank: <u>50<sup>+</sup></u> feet	Septic tank: <u>50<sup>+</sup></u> feet	
Seepage system: <u>300<sup>+</sup></u> feet	Seepage system: <u>350<sup>+</sup></u> feet	
Sand filter: <u>N/A</u> feet	Sand filter: <u>N/A</u> feet	
Effluent tile: _____ feet	Effluent tile: _____ feet	
Effluent discharge: _____ feet	Effluent discharge: _____ feet	
Aerobic unit: _____ 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.

This system appeared to be in good operating  
condition on this date. I'm going to have it  
pumped just because it's been a few years.  
All looks good.

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.

Ray A. Porsen  
Inspector Name (print)

[Signature]  
Signature

7-15-17  
Date

LAKE BLOOMINGTON LEASE

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

Finn Amble  
(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 14 in Block 3 in Camp Kickapoo according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

- 2. TERM OF LEASE. The term of this Lease shall be for a term commencing (~~cross out the one that does not apply~~) (on the date of this Lease) (~~on January 1 following the date of this Lease~~) and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.

- 3. RENT.

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

- A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:

1) If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of 15¢ (\$.15) per \$100 of equalized assessed value (hereafter EAV) for said property, including land and improvements, as determined by the Supervisor of Assessments of McLean County, Illinois. Said rate will remain in effect upon assignment of this Lease to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.

2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ (\$.15) per \$100

EAV, the rent shall be charged at the rate of 40¢ (\$.40) per \$100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.

3) If the Lessee is not eligible for the 15¢ (\$.15) or 40¢ (\$.40) per \$100 EAV rental rate, the rent shall be charged at the rate of \_\_\_\_\_¢ (\$.\_\_\_\_\_) per \$100 EAV.

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

- B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.
4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.
5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.
6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.
7. WATER. Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.

8. GARBAGE. City will provide weekly garbage service at a fee to be set by the City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.
9. ASSIGNMENT. Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.
10. RULES & REGULATIONS. Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.
11. USE OF AND ACCESS TO LAKE. Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.
12. TREE CUTTING. No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.
13. DEFAULT. If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.
14. TERMINATION BY LESSEE. Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.
15. EMINENT DOMAIN. If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between

City and Lessee as follows:

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

- 16. PRIOR LEASE TERMINATED. If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.
- 17. NOTICE. Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

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

Lessee Name and Mailing Address:

Finn R. Amble, MD, FACS  
Eastland Med. Plaza I, Ste 220, 150 S Eastland Pl.  
Bloomington IL 61701

Lessee Billing Address

same as above  
 \_\_\_\_\_  
 \_\_\_\_\_

- 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: \_\_\_\_\_  
 Tari Renner, Mayor

  
 Finn Amble

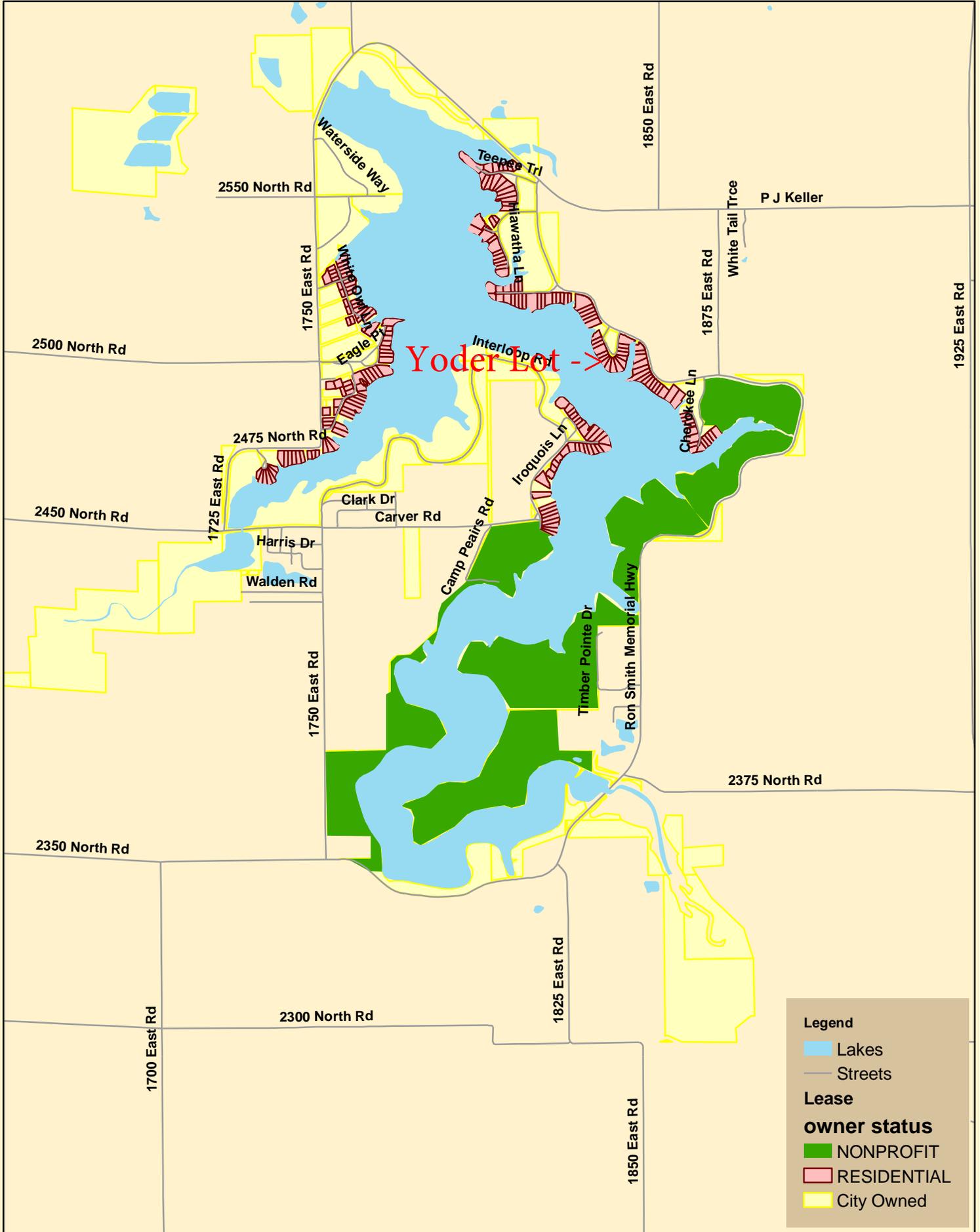
Attest:  
 \_\_\_\_\_  
 Cherry Lawson, City Clerk

\_\_\_\_\_  
 \_\_\_\_\_

# Lake Bloomington Lease Map



DATE 06/01/2010  
Public Works Department



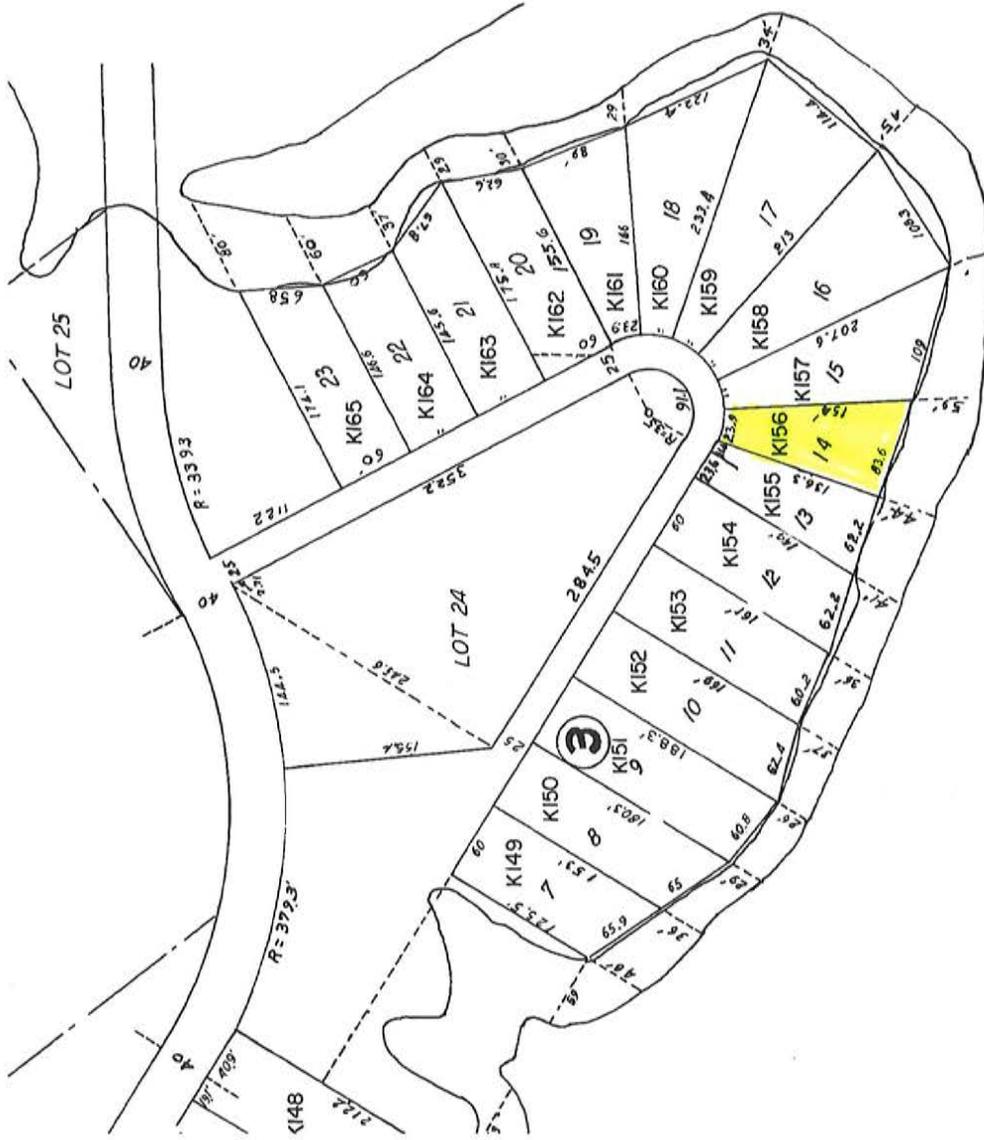
**Legend**

- Lakes
- Streets

**Lease owner status**

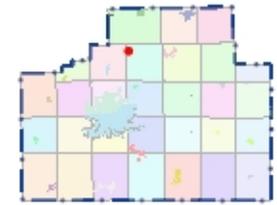
- NONPROFIT
- RESIDENTIAL
- City Owned

LOT 14 BLOCK 3  
CAMP KICKAPOO





# Lot 14 Block 3 Unpermitted Structure Map



### Legend

- Parcels
- Citations



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Printed: 8/9/2017 4:53:00 PM

### Notes

**AN AGREEMENT BETWEEN FINN AMBLE AND THE CITY OF BLOOMINGTON,  
ILLINOIS FOR THE LEASE OF CERTAIN LOTS LOCATED AT LAKE  
BLOOMINGTON**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Bloomington, an Illinois municipal corporation situated in McLean County, Illinois (hereinafter referred to as "City") and Finn Amble (hereinafter referred to as "Lessee").

**RECITALS**

- A. Lessee currently leases from the City Camp Iroquois, Lot 6, Block 3, commonly referred to as 24715 Iroquois Lane, Hudson, Illinois.
- B. Lessee has requested to lease from the City Lot 14 in Block 3 in Camp Kickapoo, currently leased to Roger and Beth Yoder.
- C. Chapter 23, Section 60.1 of the Bloomington City Code, prohibits a person from leasing two lots at Lake Bloomington, with the exception of four exemptions (Section 60.1 (b)(1-4)).

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual covenants and agreements herein made, the City and Lessee agree as follow:

- 1. Lessee shall divest himself of interest in one of two lots he is leasing from the City within two years of the execution of the lease of Lot 14, Block 3 of Camp Kickapoo.
- 2. Failure to divest himself of one of the leased lake Bloomington lots shall be construed as a violation of the lease for Lot 14, block 3 of Camp Kickapoo and grounds for termination thereof.

**IN WITNESS WHEREOF**, Lessee and the City have entered into this Agreement the day and year first above written, by so executing, each of the parties warrant that it possesses full right and authority to enter into this agreement.

City of Bloomington, Illinois  
A municipal Corporation

Finn Amble

By: \_\_\_\_\_  
Tari Renner, Mayor

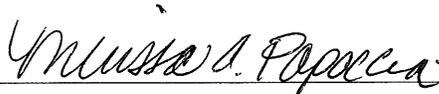
By:   
Finn Amble

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

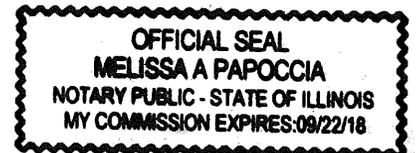
Date: 8/24/17

Attest:

\_\_\_\_\_



Cherry Lawson  
City Clerk



# REGULAR AGENDA



## REGULAR AGENDA ITEM NO. 8A

FOR COUNCIL: August 28, 2017

**SUBJECT:** Consideration of an Ordinance Amending Fiscal Year 2018 Budget for Analysis of Bids and Approval of the Coliseum Sidewalk & Ramp Modifications Contract with Stark Excavating, Inc. for City Bid #2018-08 in the amount of \$571,875 for the Base Bid + Alternate 1A.

**RECOMMENDATION/MOTION:** Recommend the Ordinance Amending Fiscal Year 2018 Budget be approved; unit prices and Contract with Stark Excavating, Inc. for the Coliseum Sidewalk & Ramp Modifications, (Bid 2018-08) in the amount of \$571,875 for the Base Bid + Alternate 1A be approved; authorize the City Manager and City Clerk to execute the contractual documents, and authorize the Mayor and City Clerk to execute the Budget Amendment Ordinance.

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

**STRATEGIC PLAN SIGNIFICANCE:** Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service.

**BACKGROUND:** In February 2016 the City Legal Department received the attached correspondence from the Illinois Attorney General's office (IAG) with notification of multiple violations of the American with Disabilities Act (ADA) at the Coliseum. Upon receipt of this correspondence, City staff from Building Safety, Facilities Management and Legal began working with the IAG to resolve these violations. Several of the violations involved exterior sidewalks and ramps and an interior ramp that did not comply with ADA standards. At the September 26, 2016 meeting, Council approved an agreement with the Farnsworth Group for the design and preparation of construction documents to resolve the exterior sidewalk and interior and exterior ramp violations included in the IAG notice. The IAG has indicated that the sidewalk and ramp violations need to be resolved by December 31, 2017.

The Farnsworth Group design indicated that much of the exterior sidewalk along Madison Street needs to be replaced in order to meet ADA standards. Given the scope of sidewalk removal, the Farnsworth Group was asked to investigate adding safety improvements along Madison Street.

As shown on the attached exhibit, patrons gather on the sidewalk along Madison Street prior to entering the Arena for events. During most events, there are hundreds of patrons present. During sold out and other events with high attendance, there can be over a thousand patrons in this area waiting to enter the Arena. As many venues utilize safety barriers to separate vehicles and pedestrians. Accordingly, the City also received bids for the placement of such barriers which was bid as Alternate A1.

The proximity of these patrons to a multi-lane street poses safety concerns. Most other venues of comparable operation have safety barriers to separate vehicles and pedestrians or at least protect the pedestrian from the adjacent vehicular traffic. According to the crash detail records there have been 91 accidents during the past 10 years on Madison Street between Front and Olive Streets. Sixteen of these accidents have been adjacent to the Arena. Eleven were rear ends often caused by vehicles stopping on Madison Street to drop off or pick up patrons. Two were sideswipes or angle accidents which could also be attributed to patron drop off. The other 3 accidents involved vehicles leaving the street and striking objects such as the planters and signs in front of the Arena. The proposed safety improvements include lighted bollards along Madison Street which protect patrons from vehicles traveling at speeds at or below the indicated rating. Alternates for both 30 and 50 mph rated safety bollards were included. The speed limit in this area is 30 mph, but someone intent on causing harm will undoubtedly ignore speed limits. Despite this added cost, staff is recommending installing the safety improvements bid in Alternate 1A since the sidewalk replacement is already required to meet ADA regulations. The cost difference between the 30 and 50 mph rated bollards is worth the added protection provided for patrons waiting to enter the Arena.

The plans prepared by the Farnsworth Group were released for bid on July 27, 2017. One bid was received and opened on August 14, 2017. A summary of the bid is provided below and a full bid tabulation is attached.

<u>ITEM</u>	<u>Total Cost</u>	<u>Budget</u>
Base Bid - ADA Sidewalk & Ramp Improvements	\$113,275	\$250,000
Alternate 1A - 50 mph Rated Bollards	\$458,600	-
Alternate 1B - 30 mph Rated Bollards	<u>\$375,900</u>	-
Base Bid + Alternate 1A	\$571,875	
Base Bid + Alternate 1B	\$489,175	

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Bid #2018-08 was advertised in The Pantagraph on July 27, 2017. A Pre-Bid Meeting was held at 10:00 a.m. on August 2, 2017 at the Grossinger Motors Arena (formerly Coliseum). VenuWorks has also been involved throughout the design and bidding process.

**FINANCIAL IMPACT:** The adopted FY 2018 Budget includes \$250,000 for the ADA sidewalk and ramp replacement work. The Proposed Budget Amendment will use \$321,875.00 of General Fund Balance. If approved, a transfer from the General Fund will be processed to the Coliseum Fund to provide funding for the work. Please see Exhibit F for detailed account information. Stakeholders can locate this in the FY 2018 Budget Book titled “Adopted Budget Other Funds” on pages 214, 294, and 385.

**COMMUNITY DEVELOPMENT IMPACT:** N/A

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

Respectfully submitted for Council consideration.

Prepared by: Russel Waller, Facilities Manager

Reviewed by: Steve Rasmussen, Assistant City Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Illinois Attorney General Correspondence
- Safety Improvement Exhibit
- Bid Tab
- Contract
- Exhibit

**ORDINANCE NO. 2017 –**

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE  
FOR THE FISCAL YEAR ENDING APRIL 30, 2018**

WHEREAS, on April 10, 2017 by Ordinance Number 2017-26, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2018, which Ordinance was approved by Mayor Tari Renner on April 11, 2017; and

WHEREASE, a budget amendment is needed as detailed below;

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

Section One: Ordinance Number 2017-26 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2018) is further hereby amended by inserting the following line item and amount presented in Exhibit 3A in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2017-26 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2017-26.

Section Three: This Ordinance shall be in full force and effect upon its passage and approval.

PASSED the 28th day of August 2017.

APPROVED the \_\_\_\_ day of August 2017.

APPROVED:

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

ATTEST:

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



OFFICE OF THE ATTORNEY GENERAL  
STATE OF ILLINOIS

February 22, 2016

**Lisa Madigan**  
ATTORNEY GENERAL

Angela Fyans-Jimenez, Counsel  
Sorling Northrup  
1 North Old State Capitol Plaza, Suite 200  
P.O. Box 5131  
Springfield, IL 62705

Re: *US Cellular Coliseum, Bloomington, IL*  
*2010-DRC-3937*

Dear Ms. Fyans-Jimenez:

On June 4, 2015, our office conducted an inspection of the accessibility work completed at the above-referenced facility to determine if it was in compliance with state and federal accessibility laws and standards. We are pleased that many of the violations have been remedied. We found violations # 1 -17, cited in our Letter of Finding dated March 1, 2012, have been substantially remedied. However, violation # 18 has not been corrected as previously agreed upon. We have attached a copy of Attachment A, along with the results of our inspection. Additionally, we identified new violations since our initial inspections. The new violations can be found in Attachment B.

Within thirty (30) days receipt of this letter, please submit a proposal for bringing the violations listed in Attachment s A and B into compliance with the EBA and ADA. In your proposal, please include drawings of any construction or modifications to be done and an estimated timeline for completing each part of the project. After reviewing your proposal, we will contact you to discuss it further. If you have any questions, please feel free to contact me at (217) 524-1921 or by e-mail at [mharden@atg.state.il.us](mailto:mharden@atg.state.il.us).

US Cellular Coliseum, Bloomington, IL

2012-DRC-4493

Page 2

Sincerely,

A handwritten signature in black ink that reads "Michelle Harden". The signature is written in a cursive style with a large initial "M" and a long, sweeping tail.

Michelle Harden, Disability Specialist

Enclosures

**U.S. Cellular Coliseum  
101 South Madison Street  
Bloomington, Illinois  
2010-DRC-3937**

**ATTACHMENT A**

**NOTE – Yellow highlighted items are the results of our site inspection conducted on June 4, 2015.**

**I. Main Entrances**

1. There is no directional signage at the inaccessible entrance on Front Street leading to an accessible entrance. IAC § 400.310(k)(3)(D); Standards § 4.1.3(8)(d).

**Inspection Results (6/4/2015):            Violation corrected.**

**II. Suites**

2. The counters in all the suites exceed the maximum height requirement of 34" and lack an auxiliary counter [36"]. IAC § 400.310(w)(4)-(5); Standards § 4.32.4.

**Inspection Results (6/4/2015):            Violation corrected.**

3. The dining bars in all suites exceed the maximum height requirement of 34" and lack an auxiliary counter [42"]. IAC § 400.310(w)(4)-(5); Standards § 4.32.4.

**Inspection Results (6/4/2015):            Violation corrected.**

4. The suites lack a wheelchair accessible seat [1 wheelchair accessible seat is required if there are 1-25 fixed seats]. IAC §§ 400.320(a)(1)-(3); 4.1.3(19)(a).

**Inspection Results (6/4/2015):            Violation corrected.**

5. The bars for hanging coats in all suites exceed the maximum height requirement of 48" [66"]. IAC §§ 400.310(p)(3), 400.220(e); Standards § 4.2.5, Fig. 5(a).

**Inspection Results (6/4/2015):            Violation corrected.**

**III. Ramp**

*(leading to the main floor)*

6. The slope of the ramp located on the west side of the arena exceeds 8.33% [12.5% - 13.5%]. IAC §§ 400.310(e)(2), Illustration B, Fig. 16; Standards §§ 4.8.2, Fig. 16.

**Inspection Results (6/4/2015):            Violation corrected.**

7. The slope of the ramp located on the east side of the arena exceeds 8.33% [10% - 12.9%]. IAC §§ 400.310(e)(2), Illustration B, Fig. 16; Standards §§ 4.8.2, Fig. 16.

**Inspection Results (6/4/2015):**                      **Violation corrected.**

**IV. Toilet Room**

*(Main Floor, near state end of arena)*

8. There is no signage posted for the toilet room. IAC §§ 400.310(n)(13), 400.310(u)(5); Standards § 4.30.6.

**Inspection Results (6/4/2015):**                      **Violation corrected.**

9. There is no grab bar mounted on the back wall behind the toilet. Standards §§ 4.16.4, 4.22.4, 4.26.1, Fig. 29(a).

**Inspection Results (6/4/2015):**                      **Violation corrected.**

10. There is no grab bar mounted on the wall beside the toilet. Standards §§ 4.16.4, 4.22.4, 4.26.1, Fig. 29(b).

**Inspection Results (6/4/2015):**                      **Violation corrected.**

**V. Men's Locker Room**

11. There is no accessible stall or water closet. 71 IAC § 400.310(n), Standards §§ 4.1.3(11), 4.22.

**Inspection Results (6/4/2015):**                      **Violation corrected.**

12. There is no accessible lavatory. 71 IAC § 400.310(n). Standards §§ 4.1.3(11), 4.22.

**Inspection Results (6/4/2015):**                      **Violation corrected.**

13. The bottom edge of the mirror is mounted higher than 40" from the floor finish. IAC § 400.310(n)(70(F); Illustration B, Fig. 31.

**Inspection Results (6/4/2015):**                      **Violation corrected.**

**VI. Team Locker Room**

14. There is no directional signage from the main floor to the accessible team locker room toilet. IAC § 400.310(u)(8)(D).

**Inspection Results (6/4/2015):**                      **Violation corrected.**

15. There is no grab bar mounted in the bathtub. IAC § 400.310(o)(8)(A)(iii); Standards § 4.20.4, Illustration B, Fig. 33 and 34.

**Inspection Results (6/4/2015):            Violation corrected.**

16. There is no grab bar mounted in the shower. IAC § 400.310(o)(8)(B)(iii); Standards § 4.21.4, Illustration B, Fig. 27.

**Inspection Results (6/4/2015):            Violation corrected.**

**VII. Visitors' Locker Room**

17. There is no directional signage from the main floor to the accessible visitor locker room toilet. IAC § 400.310(u)(8)(D).

**Inspection Results (6/4/2015):            Violation corrected.**

18. There is no accessible shower in the locker room. IAC § 400.310(o)(1); Standards § 4.21.1.

**Inspection Results (6/4/2015):            Violation has not been corrected. Where bathtubs or showers are provided, at least one bathtub or shower complying with state and federal accessibility laws must be provided.**

US Cellular Coliseum  
101 South Madison Street  
Bloomington, IL 61701  
2010-DRC-3937

ATTACHMENT B – Proposal Response

**NOTE:** Yellow highlighted items are the results of our site inspection conducted on June 15, 2017. In addition, we highlighted the proposals and responses based on your plans received on July 7, 2017.

**I. Exterior Routes**

1. Nowhere shall the cross slope of an accessible route exceed 1:50 (2%) [cross slope of sidewalk located on south side of building = 2.9% - 5.4%]. IAC § 400.310(a)(6).

**Proposed Corrective Action:**

**See plans submitted on July 7, 2017.**

**Office of the Attorney General:**

**We accept corrective action. Further, we will allow no more than 2.9% at any point for the cross slope on the exterior accessible route due to the totality of the circumstances.**

2. Nowhere shall the cross slope of an accessible route exceed 1:50 (2%) [cross slope of sidewalk located along Madison Street = 3.1% - 3.6%]. IAC § 400.310(a)(6).

**Proposed Corrective Action:**

**See plans submitted on July 7, 2017.**

**Office of the Attorney General:**

**We accept corrective action. Further, we will allow no more than 2.9% at any point for the cross slope on the exterior accessible route due to the totality of the circumstances.**

3. The running slope of walking surfaces shall not be steeper than 1:20 (5%) [running slope of sidewalk located along the southeast corner = 5.7%]. IAC § 400.310(a)(6); Standards § 403.3.

**Proposed Corrective Action:**

**See plans submitted on July 7, 2017.**

**Office of the Attorney General:**

**We accept corrective action. Please ensure the running slope is no more**

than 5% on an accessible route.

4. All stairs, except for in dwelling units, in enclosed stair towers, or set to the side of the path of travel shall have a detectable warning at the top of the stair runs [no detectable warning at top of stair run located on north side of building]. IAC § 400.310(f)(5).

**Proposed Corrective Action:**

See plans submitted on July 7, 2017.

**Office of the Attorney General:**

We accept corrective action. Please ensure a detectable warning is provided at the top of stair runs.

5. Ramps shall have level landings at bottom and top of each ramp and each ramp run [ramp on the north side of the building – top landing cross slope = 2.3% - 3.1%, middle landing running slope = 3.6%]. IAC § 400.310(e)(4); Standards § 405.7.

**Proposed Corrective Action:**

See plans submitted on July 7, 2017.

**Office of the Attorney General:**

We accept corrective action. Please ensure level landings are provided at the bottom and top of each ramp and each ramp run (1:50 or 2% in all directions). In addition, the landing clear length shall be 60 inches minimum and the clear width shall be at least as wide as the widest ramp run leading to the landing.

## **II. Entrances**

6. The force required to open the exterior door to enter the facility exceeds the maximum of 8.5 lbf [accessible entrance (former service entrance) = 15 lbf, 15 lbf, South Side Smoking Area Entrance = 20 lbf, 25 lbf, East Side Box Office Entrance = 23 lbf]. IAC § 400.310(j)(10)(B)(i).

**Inspection Results (6/15/2017):**

Violation corrected.

7. The floor or ground area within the required clearances shall be level and clear [running slope on exterior side of Accessible Entrance (former Service Entrance) = 8.7% - 9.1%, running slope on exterior side of South Side Smoking Area Entrance = 6.1% - 6.6%, running slope on exterior side of Madison Street Entrance = 4.9% - 5.2%, cross slope on exterior side of East Side Box Office Entrance = 3.4%]. IAC § 400.310(j)(5); Standards § 404.2.4.4.

**Proposed Corrective Action:**

**See plans submitted on July 7, 2017.**

**Office of the Attorney General:**

**We accept corrective action. Please ensure the required clearances on the exterior side of the accessible entrances are level and clear.**

8. Clear floor space that allows for a forward or a parallel approach by a person using a wheelchair shall be provided at controls, dispensers, receptacles, and other operable equipment [garbage can located in clear floor space of push button for the power-assisted South Side Entrance]. IAC § 400.310(r)(2); Standards § 309.2.

**Inspection Results (5/4/2016):**

**Violation corrected.**

**III. Interior Routes**

9. Ramp runs shall have a running slope not steeper than 1:12 (8.33%) [running slope of concrete ramp leading from locker rooms to floor level of arena = 10.1% top, 9.8% bottom]. IAC § 400.310(e)(2); Standards § 405.2.

**Proposed Corrective Action:**

**See plans submitted on July 7, 2017.**

**Office of the Attorney General:**

**We accept corrective action; however, we will accept the current running slope to be in *substantial compliance* due to the totality of the circumstances.**

10. Changes in level up to ¼ inch may be vertical and without edge treatment. Changes in level between ¼ inch and ½ inch shall be beveled with a slope not greater than 1:2. If an accessible route has changes in level greater than ½ inch, then a curb ramp, ramp, elevator, or platform lift shall be provided [metal transition piece that connects the temporary ramp to the upper level of the arena has a ½ change in level]. IAC § 400.310(a)(7); Standards § 403.4.

**Inspection Results (6/15/2017):**

**Violation corrected.**

11. Ramp runs shall have a running slope not steeper than 1:12 (8.33%) [metal transition piece that connects the temporary ramp to the upper level of the arena has a 12.6% running slope]. IAC § 400.310(e)(2); Standards § 405.2.

**Inspection Results (6/15/2017):**

**Violation corrected.**

12. At least one accessible route shall connect accessible building or facility entrances with all accessible spaces and elements within the building or facility [no accessible route to floor level when ice rink is installed]. IAC § 400.310(a)(1)(C); Standards § 206.2.4.

**Proposed Corrective Action:**

**We respectfully request that the previously provided 90 day deadline of October 11, 2016 be extended to November 30, 2016.**

**Inspection Results (3/10/2017):**

**Violation corrected.**

#### **IV. Interior Doors**

13. The force required to open the interior door exceeds the maximum of 5 lbf [door at base of ramp leading from locker rooms to floor level of arena = 15 lbf, entrance to Budlight Lounge = 7 lbf]. IAC § 400.310(j)(10)(B)(ii); Standards § 404.2.9(1).

**Inspection Results (5/4/2016):**

**Violation corrected.**

#### **V. Locker Rooms**

*Locker Rooms A (1315) & B (1318)*

14. The force required to open the interior door exceeds the maximum of 5 lbf [A door = 12 lbf, B door = 12 lbf, door that connects Locker Rooms A & B = 12 lbf, toilet room doors = 12 lbf & 14 lbf]. IAC § 400.310(j)(10)(B)(ii); Standards § 404.2.9(1).

**Inspection Results (5/4/2016):**

**Violation corrected.**

15. Maneuvering clearances shall extend the full width of the doorway and the required latch side or hinge side clearance [pull side of A door =12" due to wall]. IAC § 300.310(j)(5), Illustration B, Fig. 25(a); Standards § 404.2.4, Fig. 404.2.4.1(a).

**Inspection Results (5/4/2016):**

**Violation corrected.**

16. Where a clear floor or ground space allows a parallel approach to an element and the high side reach is over an obstruction, the height of the obstruction shall be 34 inches maximum and the depth of the obstruction shall be 24 inches maximum. Where the reach depth exceeds 10 inches, the high side reach shall be 46 inches maximum for a reach depth of 24 inches maximum [shelves are located above the 23" deep bench, shelves = 64 ½" high]. Standards § 308.3.2.

**Proposed Corrective Action:**

**An additional shelf which meets the required specifications will be added (Fig 6 c).**

**Office of the Attorney General:**

**We accept corrective action.**

**Status Update (9/2/2016):**

**To date, items 6, 8, 13, 14, 16-21, 23, 29, 33, 38, 40-42, 46, 47, 50, 51, 54, 55, 57, and 61-73 have been addressed.**

**Inspection Results (3/10/2017):**

**Violation corrected. However, objects with leading edges more than 27 inches and not more than 80 inches above the finish floor or ground shall protrude 4 inches maximum into the circulation path. The newly installed shelf is 42 high and protrudes 12 inches from the wall. This violation could be easily remedied by installing an element underneath the shelf that is less than 27 inches from the floor. Please ensure the clear floor space required at the end of the bench seat is provided if you choose to install an element in the detectable range underneath the shelf.**

17. Clear floor or ground space complying with Standards § 305 shall be provided and shall be positioned at the end of the bench seat and parallel to the short axis of the bench [clear floor space not provided at end of bench]. IAC § 400.320(c)(4); Standards § 903.2.

**Inspection Results (3/10/2017):**

**Violation corrected.**

18. The bench shall provide for back support or shall be affixed to a wall. Back support shall be 42 inches long minimum and shall extend from a point 2 inches maximum above the seat surface to a point 18 inches minimum above the seat surface [dry erase board protrudes 4" from back wall]. Standards § 903.4.

**Inspection Results (3/10/2017):**

**Violation corrected.**

19. Every accessible dressing room shall have a 24 inch by 48 inch bench fixed to the wall along the longer dimension [depth = 23", width = 47"]. IAC § 400.320(c)(4).

**Inspection Results (3/10/2017):**

**Violation corrected.**

20. Mirrors located above lavatories and countertops shall be installed with the bottom edge of the reflecting surface 40 inches maximum above the finish floor or ground. Mirrors not located above lavatories or countertops shall be installed with the bottom edge of the reflecting surface 35 inches maximum above the finish floor or ground [mirror located above lavatory in toilet room = 50" high]. Standards § 603.3.

**Inspection Results (3/10/2017):**

**Violation corrected.**

21. Where a forward reach is unobstructed, the high forward reach shall be 48 inches maximum and the low forward reach shall be 15 inches minimum above the finish floor or ground [soap dispenser = 51"]. Standards §§ 308.2.1, Fig. 308.2.1.

**Inspection Results (3/10/2017):**

**Violations corrected.**

22. Where bathtubs or showers are provided, at least one bathtub complying with 607 or at least one shower complying with 608 shall be provided [a shower meeting the requirements set forth in 608 is not provided]. Standards § 213.3.6.

**Proposed Corrective Action:**

**A revised Exhibit A is attached. The bench, one shower and a wall shall be removed. Grab bars shall be installed on two walls as shown. A slide bar**

shower and controls will be installed on the wall farthest from the entry. Work shall be in accordance with the Alternate Roll-In Type Shower requirements (Standards 608).

**Inspection Results (3/10/2017):**

**Violation corrected. During our inspection we found that the shower spray unit did not have an on/off control. On March 20, 2017, Mr. Ftacek submitted photographic evidence of the newly installed spray unit with on/off switch. Please install a shower spray unit with an on/off switch.**

*Locker Room C*

23. The force required to open the interior door exceeds the maximum of 5 lbf [main door = 10 lbf]. IAC § 400.310(j)(10)(B)(ii); Standards § 404.2.9(1).

**Inspection Results (5/4/2016):**

**Violation corrected.**

24. Where a clear floor or ground space allows a parallel approach to an element and the high side reach is over an obstruction, the height of the obstruction shall be 34 inches maximum and the depth of the obstruction shall be 24 inches maximum. Where the reach depth exceeds 10 inches, the high side reach shall be 46 inches maximum for a reach depth of 24 inches maximum [shelves are located above the 24" deep bench, shelves = 64 ½" high]. Standards § 308.3.2.

**Proposed Corrective Action:**

**An additional shelf which meets the required specifications will be added (Fig 6 c).**

**Inspection Results (3/10/2017):**

**Violation corrected. However, objects with leading edges more than 27 inches and not more than 80 inches above the finish floor or ground shall protrude 4 inches maximum into the circulation path. The newly installed shelf is 42 high and protrudes 12 inches from the wall. This violation could be easily remedied by installing an element underneath the shelf that is less than 27 inches from the floor. Please ensure the**

**clear floor space required at the end of the bench seat is provided if you choose to install an element in the detectable range underneath the shelf.**

25. Every accessible dressing room shall have a 24 inch by 48 inch bench fixed to the wall along the longer dimension [width = 46"]. IAC § 400.320(c)(4).

**Inspection Results (3/10/2017):**

**Violation corrected.**

26. Clear floor or ground space complying with Standards § 305 shall be provided and shall be positioned at the end of the bench seat and parallel to the short axis of the bench [clear floor space not provided at end of bench]. IAC § 400.320(c)(4); Standards § 903.2.

**Inspection Results (3/10/2017):**

**Violation corrected.**

27. Where bathtubs or showers are provided, at least one bathtub complying with 607 or at least one shower complying with 608 shall be provided [a shower meeting the requirements set forth in 608 is not provided]. Standards § 213.3.6.

**Proposed Corrective Action:**

**A revised Exhibit B is attached. One shower and a wall shall be removed. Grab bars shall be installed on two walls as shown. A slide bar shower and controls will be installed on the wall farthest from the entry. Work shall be in accordance with the Alternate Roll-In Type Shower Requirements (Standard 608).**

**Inspection Results (3/10/2017):**

**Violation corrected. During our inspection we found that the shower spray unit did not have an on/off control. On March 20, 2017, Mr. Ftacek submitted photographic evidence of the newly installed spray unit with on/off switch. Please install a shower spray unit with an on/off switch.**

28. If an accessible route has changes in level greater than ½ inch, then a curb ramp, ramp, elevator, or platform lift shall be provided [floor drain = ½" change in level]. IAC § 400.310(a)(7); Standards § 403.4.

**Inspection Results (3/10/2017):**                      **Violation corrected.**

29. Mirrors located above lavatories and countertops shall be installed with the bottom edge of the reflecting surface 40 inches maximum above the finish floor or ground. Mirrors not located above lavatories or countertops shall be installed with the bottom edge of the reflecting surface 35 inches maximum above the finish floor or ground [mirror located above lavatory in toilet room = 49 ½" high]. Standards § 603.3.

**Inspection Results (3/10/2017):**                      **Violation corrected.**

30. Flush controls shall be located on the open side of the water closet [flush located on closed side of water closet in toilet room]. IAC § 400.410(n)(5)(B)(iv); Standards § 604.6.

**Inspection Results (3/10/2017):**                      **Violation corrected.**

31. The centerline of the water closet shall be 18 inches from the side wall [19"]. IAC §§ 400.310(n)(5)(B)(i), Illustration B, Fig. 28.

**Inspection Results (3/10/2017):**                      **Violation corrected.**

32. The rear wall grab bar shall be 36 inches long minimum and extend from the centerline of the water closet 12 inches minimum on one side and 24 inches minimum on the other side [rear grab bar is 28" long]. IAC 400.310(n)(5)(B)(iii), Illustration B, Fig. 29(a); Standards §§ 604.5.2, Fig. 604.5.2.

**Proposed Corrective Action:**                      **We respectfully request that the previously provided 90 day deadline of October 11, 2016 be extended to November 30, 2016.**

**Inspection Results (3/10/2017):**                      **Violation corrected. During our inspection we found that the side wall grab bar extended 15 inches from the rear wall. On March 20, 2017, Mr. Ftacek submitted photographic evidence of the side wall grab bar located 12 inches from the rear wall.**

*Locker Room D (1208)*

33. The force required to open the interior door exceeds the maximum of 5 lbf [main door = 10 lbf]. IAC § 400.310(j)(10)(B)(ii); Standards § 404.2.9(1).

**Inspection Results (5/4/2016):**

**Violation corrected.**

34. Every accessible dressing room shall have a 24 inch by 48 inch bench fixed to the wall along the longer dimension [depth = 22 ¾", width = 47 ½"]. IAC § 400.320(c)(4).

**Inspection Results (3/10/2017):**

**Violation corrected.**

35. Clear floor or ground space complying with Standards § 305 shall be provided and shall be positioned at the end of the bench seat and parallel to the short axis of the bench [clear floor space not provided at end of bench]. IAC § 400.320(c)(4); Standards § 903.2.

**Inspection Results (3/10/2017):**

**Violation corrected.**

36. Where bathtubs or showers are provided, at least one bathtub complying with 607 or at least one shower complying with 608 shall be provided [a shower meeting the requirements set forth in 608 is not provided]. Standards § 213.3.6.

**Inspection Results (3/10/2017):**

**Violation corrected.**

37. Where a clear floor or ground space allows a parallel approach to an element and the high side reach is over an obstruction, the height of the obstruction shall be 34 inches maximum and the depth of the obstruction shall be 24 inches maximum. Where the reach depth exceeds 10 inches, the high side reach shall be 46 inches maximum for a reach depth of 24 inches maximum [coat hooks and shelves are located above the 22 ¾" deep bench, coat hooks = 60" high, shelves = 64 ½" high]. Standards § 308.3.2.

**Proposed Corrective Action:**

**An additional shelf and coat hook which meets the required specifications will be added (Fig 6 c).**

**Office of the Attorney General:**

**We accept corrective action. Please remedy this violation within 90 days receipt of this letter.**

**Proposed Corrective Action:**

**We respectfully request that the**

previously provided 90 day deadline of October 11, 2016 be extended to November 30, 2016.

**Inspection Results (3/10/2017):**

**Violation corrected. However, objects with leading edges more than 27 inches and not more than 80 inches above the finish floor or ground shall protrude 4 inches maximum into the circulation path. The newly installed shelf is 42 high and protrudes 12 inches from the wall. This violation could be easily remedied by installing an element underneath the shelf that is less than 27 inches from the floor. Please ensure the clear floor space required at the end of the bench seat is provided if you choose to install an element in the detectable range underneath the shelf.**

*Home Team Locker Room*

38. The force required to open the interior door exceeds the maximum of 5 lbf [main door = 18 lbf]. IAC § 400.310(j)(10)(B)(ii); Standards § 404.2.9(1).

**Inspection Results (5/4/2016):**

**Violation corrected.**

39. Maneuvering clearances shall extend the full width of the doorway and the required latch side or hinge side clearance [16" due to wall]. IAC § 300.310(j)(5), Illustration B, Fig. 25(a); Standards § 404.2.4, Fig. 404.2.4.1(a).

**Inspection Results (3/10/2017):**

**Violation corrected.**

40. A clear floor space at the lavatory complying with 305, positioned for a forward approach, and knee and toe clearance complying with 306 shall be provided [blocked by coolers]. IAC §§ 400.310(n)(7)(C), Illustration B, Figures 31 and 32; Standards § 606.2.

**Inspection Results (5/4/2016):**

**Violation corrected.**

41. Operable parts shall be places within one or more of the reach ranges specified in 308. A clear floor or ground surface space complying with 305 shall be provided [blocked by coffee machines and cabinetry]. Standards § 309.1.

**Inspection Results (3/10/2017):** **Violation corrected.**

42. The clear width of walking surfaces shall be 36 inches minimum [hallway width = 31" due to garbage can]. IAC §400.310(a)(2); Standards § 403.5.1.

**Inspection Results (3/10/2017):** **Violation corrected.**

43. Where bathtubs or showers are provided, at least one bathtub complying with 607 or at least one shower complying with 608 shall be provided [a shower meeting the requirements set forth in 608 is not provided]. Standards § 213.3.6.

**Inspection Results (3/10/2017):** **Violation corrected.**

44. Where a forward reach is unobstructed, the high forward reach shall be 48 inches maximum and the low forward reach shall be 15 inches minimum above the finish floor or ground [coat hooks = 73 ½"]. Standards §§ 308.2.1, Fig. 308.2.1.

**Inspection Results (3/10/2017) :** **Violation corrected.**

45. Where a clear floor or ground space allows a parallel approach to an element and the high side reach is over an obstruction, the height of the obstruction shall be 34 inches maximum and the depth of the obstruction shall be 24 inches maximum. Where the reach depth exceeds 10 inches, the high side reach shall be 46 inches maximum for a reach depth of 24 inches maximum [coat hooks and shelves along striped wall are located above the 16 ½" deep bench, coat hooks = 59 ½" high, shelves = 63 ½" high]. Standards § 308.3.2.

**Inspection Results (3/10/2017):** **Violation corrected.**

46. Every accessible dressing room shall have a 24 inch by 48 inch bench fixed to the wall along the longer dimension [depth = 16 ½" inches]. The top of the bench seat shall be 17 inches minimum and 19 inches maximum above the finish floor or ground [height = 16 ½" high]. IAC § 400.320(c)(4); Standards § 903.5.

**Inspection Results (3/10/2017):** **Violation corrected.**

47. Clear floor or ground space complying with Standards § 305 shall be provided and shall be positioned at the end of the bench seat and parallel to the short axis of the bench [clear floor space not provided at end of bench]. IAC § 400.320(c)(4); Standards § 903.2.

**Inspection Results (3/10/2017):**

**Violation corrected.**

48. Where a clear floor or ground space allows a parallel approach to an element and the high side reach is over an obstruction, the height of the obstruction shall be 34 inches maximum and the depth of the obstruction shall be 24 inches maximum. Where the reach depth exceeds 10 inches, the high side reach shall be 46 inches maximum for a reach depth of 24 inches maximum [coat hooks and shelves in wooden cubbies are located above the 17" & 23 ¾" deep bench, coat hooks = 67 ½" high, shelves = 54" high]. Standards § 308.3.2.

**Inspection Results (3/10/2017):**

**Violation corrected.**

49. Every accessible dressing room shall have a 24 inch by 48 inch bench fixed to the wall along the longer dimension [depth = 20 ¾" inches, width = 32 ½"]. Clear floor or ground space complying with 305 shall be provided and shall be positioned at the end of the bench seat and parallel to the short axis of the bench [no clear floor space provided at the end of bench in wooden cubbies]. IAC § 400.320(c)(4); Standards § 903.2.

**Inspection Results (3/10/2017):**

**Violation corrected.**

*Referee Locker Room*

50. The force required to open the interior door exceeds the maximum of 5 lbf [main door = 10 lbf]. IAC § 400.310(j)(10)(B)(ii); Standards § 404.2.9(1).

**Inspection Results (5/4/2016):**

**Violation corrected.**

51. Maneuvering clearances shall extend the full width of the doorway and the required latch side or hinge side clearance [12" due to table]. IAC § 300.310(j)(5), Illustration B, Fig. 25(c); Standards § 404.2.4, Fig. 404.2.4.1(h).

**Inspection Results (5/4/2016):**

**Violation corrected.**

52. Every accessible dressing room shall have a 24 inch by 48 inch bench fixed to the wall along the longer dimension [depth = 16 ½" inches]. Clear floor or ground space complying with 305 shall be provided and shall be positioned at the end of the bench seat and parallel to the short axis of the bench [no clear floor space provided at the end of bench]. IAC § 400.320(c)(4); Standards § 903.2.

**Inspection Results (3/10/2017):**

**Violation corrected.**

53. Clear floor or ground space complying with Standards § 305 shall be provided and shall be positioned at the end of the bench seat and parallel to the short axis of the [clear floor space not provided at end of bench]. IAC § 400.320(c)(4); Standards § 903.2.

**Inspection Results (3/10/2017):**                      **Violation corrected.**

54. Where coat hooks or shelves are provided in individual compartments at least one of each type complying with Standards § 803.5 shall be provided in individual compartments in dressing, fitting, or locker rooms required to comply with Standards § 222.1 [no accessible locker is provided]. Standards § 222.2.

**Inspection Results (3/10/2017):**                      **Violation corrected.**

55. Where a clear floor or ground space allows a parallel approach to an element and the high side reach is over an obstruction, the height of the obstruction shall be 34 inches maximum and the depth of the obstruction shall be 24 inches maximum. Where the reach depth exceeds 10 inches, the high side reach shall be 46 inches maximum for a reach depth of 24 inches maximum [coat hooks and shelf is located above the 16 ½" deep bench, coat hooks = 61 ½" high, shelf = 66 ½" high]. Standards § 308.3.2.

**Inspection Results (3/10/2017):**                      **Violation corrected.**

56. Where bathtubs or showers are provided, at least one bathtub complying with 607 or at least one shower complying with 608 shall be provided [a shower meeting the requirements set forth in 608 is not provided]. Standards § 213.3.6.

**Inspection Results (3/10/2017):**                      **Violation corrected.**

57. Where a forward reach is unobstructed, the high forward reach shall be 48 inches maximum and the low forward reach shall be 15 inches minimum above the finish floor or ground [soap dispenser located in shower = 53½" high]. Standards §§ 308.2.1, Fig. 308.2.1.

**Inspection Results (3/10/2017):**                      **Violation corrected.**

## **VI. Toilet Rooms**

*Unisex Single User Toilet Room on Floor Level of Arena*

58. The centerline of the water closet shall be 18 inches from the side wall [16"]. IAC §§ 400.310(n)(5)(B)(i), Illustration B, Fig. 28.

**Inspection Results (3/10/2017):**                      **Violation corrected.**

59. Clear floor or ground space complying with 305 shall be provided and shall be positioned at the end of the bench seat and parallel to the short axis of the bench [no clear floor space provided at the end of bench]. IAC § 400.320(c)(4); Standards § 903.2.

**Inspection Results (3/10/2017):**                      **Violation corrected.**

60. Where bathtubs or showers are provided, at least one bathtub complying with 607 or at least one shower complying with 608 shall be provided [a shower meeting the requirements set forth in 608 is not provided]. Standards § 213.3.6.

**Inspection Results (3/10/2017):**                      **Violation corrected.**

*Women's Toilet Room in Bud Light Lounge*

61. Where a tactile sign is provided at a door, the sign shall be located alongside the door at the latch side [women's toilet room sign is located on hinge side of door]. IAC § 400.310(u)(5); Standards § 703.4.2.

**Inspection Results (5/4/2016):**                      **Violation corrected.**

62. The force required to open the interior door exceeds the maximum of 5 lbf [women's doors = 12 lbf, 15 lbf]. IAC § 400.310(j)(10)(B)(ii); Standards § 404.2.9(1).

**Inspection Results (5/4/2016):**                      **Violation corrected.**

63. Toilet compartment doors shall not swing into the minimum required compartment area [door swings into compartment area of the ambulatory stall in the women's toilet room]. IAC § 400.310(n)(A)(i); Standards § 604.8.2.2.

**Inspection Results (5/4/2016):**                      **Violation corrected.**

64. Where a forward reach is unobstructed, the high forward reach shall be 48 inches maximum and the low forward reach shall be 15 inches minimum above the finish floor or ground [height of coat hook on stall door = 61"]. Standards §§ 308.2.1, Fig. 308.2.1.

**Inspection Results (5/4/2016):**

**Violation corrected.**

*Men's Toilet Room in Bud Light Lounge*

65. The force required to open the interior door exceeds the maximum of 5 lbf [men's doors = 10 lbf, 10 lbf]. IAC § 400.310(j)(10)(B)(ii); Standards § 404.2.9(1).

**Inspection Results (5/4/2016):**

**Violation corrected.**

66. Maneuvering clearances shall extend the full width of the doorway and the required latch side or hinge side clearance [13" to the urinal's partition wall]. IAC § 400.310(j)(5), Illustration B, Fig. 25(b); Standards § 404.2.4, Fig. 404.2.4.1(e).

**Inspection Results (5/4/2016):**

**Violation corrected.**

67. A clear floor space 30 inch by 48 inch shall be provided in front of urinals to allow for a forward approach [men's toilet room door swings into the clear floor space of urinal]. IAC § 400.310(n)(6)(B); Standards § 605.3.

**Inspection Results (5/4/2016):**

**Violation corrected.**

68. Where a forward reach is unobstructed, the high forward reach shall be 48 inches maximum and the low forward reach shall be 15 inches minimum above the finish floor or ground [height of coat hook on stall door = 57"]. Standards §§ 308.2.1, Fig. 308.2.1.

**Inspection Results (5/4/2016):**

**Violation corrected.**

*Family Toilet Room on Concourse Level*

69. Where a tactile sign is provided at a door, the sign shall be located alongside the door at the latch side [sign is located on hinge side of door]. IAC § 400.310(u)(5); Standards § 703.4.2.

**Inspection Results (5/4/2016):**

**Violation corrected.**

*Women's Toilet Room on Concourse Level*

70. Toilet compartment doors shall not swing into the minimum required compartment area [door swings into compartment area of the ambulatory stall in the women's toilet room]. IAC § 400.310(n)(A)(i); Standards § 604.8.2.2.

**Inspection Results (5/4/2016):**

**Violation corrected.**

*Men's Toilet Room on Concourse Level*

71. A clear floor space 30 inch by 48 inch shall be provided in front of urinals to allow for a forward approach [stall door swings into the clear floor space of urinal]. IAC § 400.310(n)(6)(B); Standards § 605.3.

**Inspection Results (5/4/2016):**

**Violation corrected.**

72. Where a forward reach is unobstructed, the high forward reach shall be 48 inches maximum and the low forward reach shall be 15 inches minimum above the finish floor or ground [height of coat hook on stall door = 61"]. Standards §§ 308.2.1, Fig. 308.2.1.

**Inspection Results (5/4/2016):**

**Violation corrected.**

73. Where a forward reach is unobstructed, the high forward reach shall be 48 inches maximum and the low forward reach shall be 15 inches minimum above the finish floor or ground [height of soap dispenser = 49"]. Standards §§ 308.2.1, Fig. 308.2.1.

**Inspection Results (5/4/2016):**

**Violation corrected.**

74. At least one accessible route shall connect each story and mezzanine in multi-story buildings and facilities [current route is not compliant with the IAC and ADA as discussed in previous meetings]. IAC § 400.310(a)(7); Standards § 206.2.3.

**Proposed Corrective Action:**

**Per e-mail from Russ Waller received on May 18, 2017: "Your April 21, 2017 correspondence provided approval for Item #74 with the stipulation that an accessible route is provided to the elevator and to each story of the building. We appreciate this approval, but are requesting additional clarification of the indicated stipulation. During on-site meetings, a new 3-stop elevator that serves all floors of the Coliseum was discussed. Although this option is preferred, the difference in cost between a 2-stop and 3-stop elevator is**

quite substantial. During the preliminary design phase, our consultant evaluated both options. The 2-stop elevator requires the least modification to the existing building, but the 3-stop option requires substantial modifications to the roof and interior of the third floor. The 3-stop option was removed from consideration since the accessibility issue is resolved with a 2-stop elevator. Our decision was based on the following evaluation.

**1. Floor to Concourse Access**

This was the primary justification for the new elevator. Patrons who have floor seats can reach the concourse through the ADA hallway and the new elevator. They will not need access through the secured dressing room hallway.

**2. VIP Entrance to Suite Access**

Patrons who have tickets to the suite level can access all three floors of the Coliseum using the existing elevators at the VIP entrance. They also have access to the concourse from this existing elevator.

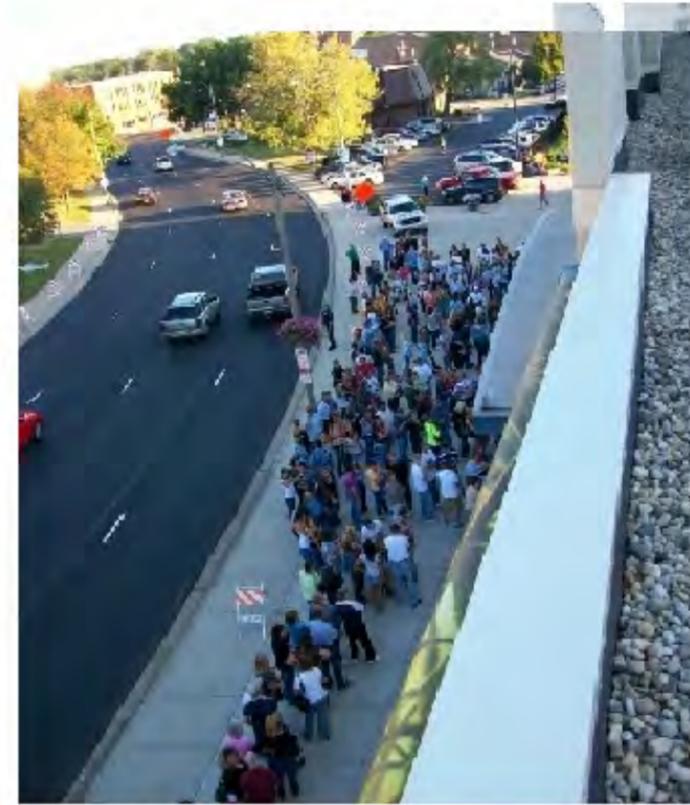
**3. Floor to Suite Access**

Occasionally a patron will have a floor seat and suite access. In this instance, the patron can travel un-escorted between all three floors of the Coliseum, but must use two elevators. Floor to concourse access will be as described above. Concourse to suite access would be from the new elevator which will be approximately 100 feet from the existing elevator. Signs which indicate this access can be posted in the new elevator.

**Please note that the above access methods apply to all patrons, not just those with additional accessibility needs. The decision to move forward with a 2-stop or 3-stop elevator needs to be made at this early design stage to avoid delays and minimize design costs associated with future changes. Your concurrence with our evaluation and decision to pursue the 2-stop elevator is requested.”**

**Office of the Attorney General:**

**Accept corrective action. Please ensure the proposed 2-stop elevator meets the accessibility requirements set forth in the IAC and Standards.**



**Conceptual Draft Plan**  
Sidewalk Safety Protection Improvements



*Vehicle impact resistant spacing of stainless steel bollards buried, every 1 in 5 bollards with LED lighting. Also locking removeable at 2 designated entry points.*

Google

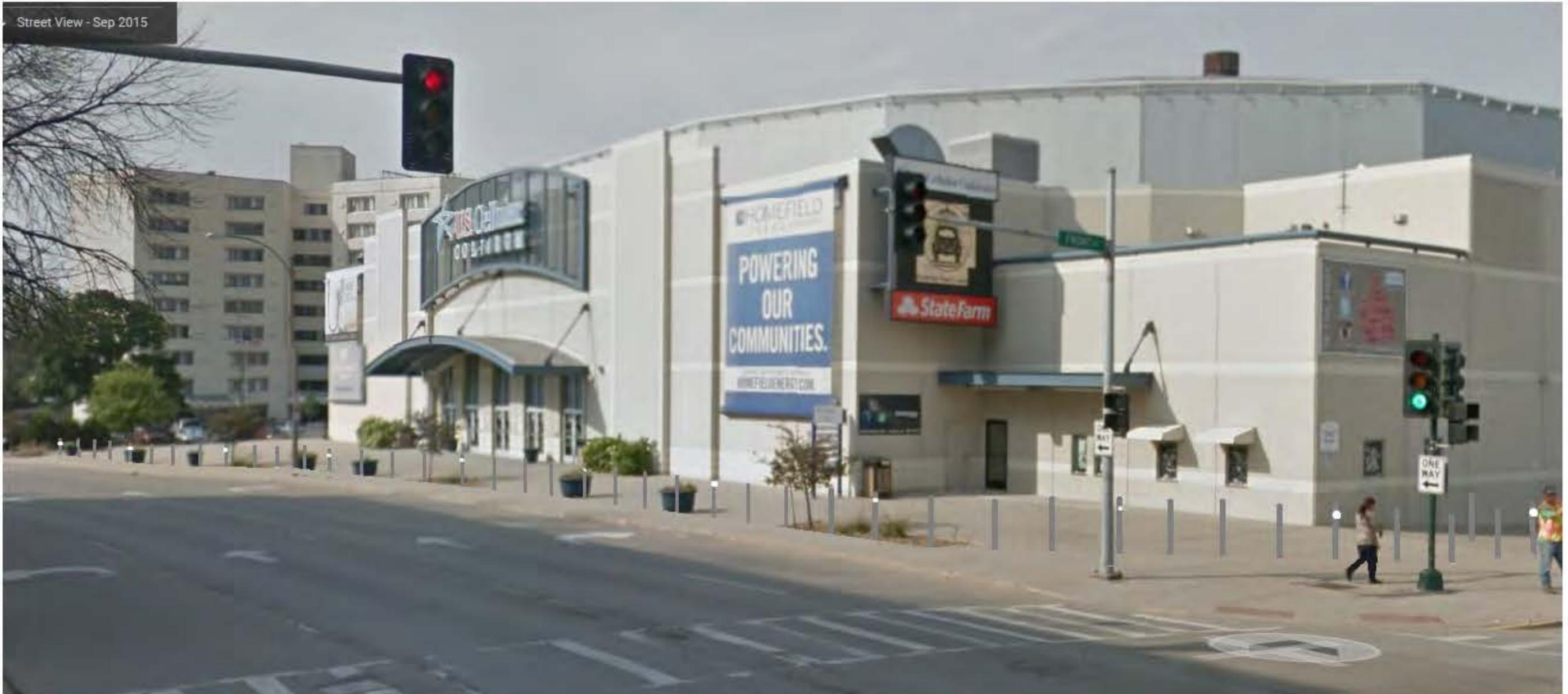
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City of Bloomington, Illinois  
Coliseum Sidewalk & Ramp Modifications  
BID #2018-08  
BID TAB

				ENGINEERS ESTIMATE		STARK EXCAVATING, INC.			
BASE BID ITEMS				Units	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost
1	6" PC CONC SIDEWALK REMOVAL & REPLACEMENT	SF	5200	\$ 20.00	\$ 104,000.00	\$ 10.40	\$ 54,080.00		
2	MANHOLE ADJUSTMENT	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 390.00	\$ 390.00		
3	EROSION CONTROL	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 150.00	\$ 150.00		
4	INTERIOR RAMP MODIFICATIONS	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 2,100.00	\$ 2,100.00		
5	TRUNCATED DOMES	EA	2	\$ 500.00	\$ 1,000.00	\$ 790.00	\$ 1,580.00		
6	HANDRAIL REMOVAL & REPLACEMENT	LF	140	\$ 75.00	\$ 10,500.00	\$ 63.00	\$ 8,820.00		
7	PLANTER & LANDSCAPE MATERIAL REMOVAL & REPLACEMENT	LS	1	\$ 500.00	\$ 500.00	\$ 555.00	\$ 555.00		
8	NORTH TERRACE REMOVAL & REPLACEMENT	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 25,600.00	\$ 25,600.00		
9	CONTINGENCY	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00		
<b>BASE BID TOTAL</b>							\$ 189,000.00		\$ 113,275.00
ALTERNATE BID ITEMS				Units	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost
1A	SECURITY BOLLARDS - M50 RATING	LS	1	\$ 380,000.00	\$ 380,000.00	\$ 458,600.00	\$ 458,600.00		
1B	SECURITY BOLLARDS - M30 RATING	LS	1	\$ 250,000.00	\$ 250,000.00	\$ 375,900.00	\$ 375,900.00		
						<b>BASE BID + ALTERNATE 1A</b>	\$ 569,000.00		\$ 571,875.00
						<b>BASE BID + ALTERNATE 1B</b>	\$ 439,000.00		\$ 489,175.00

**CITY OF BLOOMINGTON  
CONTRACT WITH  
STARK EXCAVATING, INC.  
FOR**

**COLISEUM SIDEWALK & RAMP MODIFICATIONS**

**THIS AGREEMENT**, dated this 28th day of August, 2017, is between the City of Bloomington (hereinafter "CITY") and STARK EXCAVATING, INC. (hereinafter "CONTRACTOR").

**NOW THEREFORE**, the parties agree as follows:

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

**Section 2. Incorporation of Bid/RFP/RFO & Proposal Terms / Prevailing Wage.** This work was subject to the following procurement initiative by the CITY: COLISEUM SIDEWALK & RAMP MODIFICATIONS-BID 2018-08 (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: Sidewalk, ramp & Safety Improvements (Base Bid + Alternate 1A). Base Bid work shall be completed by 12/31/2017. All other work shall be completed by April 30, 2018.

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

- A flat fee of \$ \_\_\_\_\_ as set forth in the Procurement Documents.
- Fees as set forth in the Procurement Documents up to the Contract amount of \$ 571,875.

**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

STARK EXCAVATING, INC.

By: \_\_\_\_\_  
Its City Manager

By: \_\_\_\_\_  
Its \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Its \_\_\_\_\_

**FY 2018 Budget Amendment-Exhibit F**

<b>Account #</b>	<b>Fund</b>	<b>Account Description</b>	<b>Amount</b>	<b>Comments</b>
10010010-40000	General	Use of Fund Balance	\$ (321,875.00)	
10019180-89871	General	To Coliseum	\$ 321,875.00	
<b>TOTAL TRANSFER OUT FROM GENERAL FUND:</b>			<b>\$ -</b>	
57107110-85100	Coliseum	From General Fund	\$ (321,875.00)	
57107110-72560	Coliseum	Sidewalk Construction & Improvement	\$ 321,875.00	
<b>TOTAL TRANSFER IN:</b>			<b>\$ -</b>	
<b>Net Transaction:</b>			<b>\$ -</b>	

**FY 2018 Budget Amendment-Exhibit F**

<b>Account #</b>	<b>Fund</b>	<b>Account Description</b>	<b>Amount</b>	<b>Comments</b>
10010010-40000	General	Use of Fund Balance	\$ (321,875.00)	
10019180-89871	General	To Coliseum	\$ 321,875.00	
<b>TOTAL TRANSFER OUT FROM GENERAL FUND:</b>			<b>\$ -</b>	
57107110-85100	Coliseum	From General Fund	\$ (321,875.00)	
57107110-72560	Coliseum	Sidewalk Construction & Improvement	\$ 321,875.00	
<b>TOTAL TRANSFER IN:</b>			<b>\$ -</b>	
<b>Net Transaction:</b>			<b>\$ -</b>	



## REGULAR AGENDA ITEM NO. 8B

FOR COUNCIL: August 28, 2017

**SUBJECT:** Consideration of:

- a. Approving the Establishment of the Downtown Development as a division within the Community Development Department; and
- b. An Ordinance Approving an Amendment to the FY 2018 Budget in the amount of \$144,304.85.

**RECOMMENDATION/MOTION:** Council approve the Establishment of the Downtown Development as a division within the Community Development Department, Approve an Ordinance Amending the FY 2018 Budget in the amount of \$144,304.85, and authorize the Mayor and City Clerk to execute the necessary documents.

**STRATEGIC PLAN LINK:** Goal 6 Prosperous Downtown Bloomington

**STRATEGIC PLAN SIGNIFICANCE:** 6b. Downtown Vision and Plan used to guide development, redevelopment and investments

### **BACKGROUND:**

The objective of this move would be to better enact recommendations from the Comprehensive Plan, to solidify working partnerships with the City, to establish work plans to facilitate completion of priorities, and to further the City Council's Downtown objectives.

The current DBA Board would continue to serve in an advising role, but the new City division might more appropriately be named Downtown Development Division, but with many of the same functions as the current DBA. The new Downtown Division would become a Division of the Community Development Department.

**History:** The DBA has had numerous incarnations across the decades, changing and adapting as the City's needs and leadership changed. As Bloomington Unlimited, and then Uniquely Bloomington, this organization received \$200,000 annually from the City of Bloomington. After Uniquely Bloomington was dissolved and reformed as the Uniquely Bloomington Downtown Association (UBDA), City support was adjusted. It has been at \$90,000 annually since 2011. Downtown Bloomington was accepted into the Main Street Program in 2005. The Main Street Program structure, following the Four Points to revitalization established by the National Trust, set the framework for the organizations' current efforts which include beautification, special event programming and communications. See attached Main Street Brochure.

Currently, the DBA is solely responsible for the following Special Events: The Award Winning Farmers' Market, Monthly First Fridays, Art Walks and Loft Tours and Downtown Cruise In. The DBA also assists with the following Special Events: Criterium Bike Race, WGLT Summer Concert, Sunrise Rotary Brats and Bags, and the annual Lincoln's Festival.

As the DBA goes forward in 2017, the focus has returned to Downtown Development and in celebrating the Downtown's prominence as our City Center. There are several prime parcels for either restoration and repurposing, or brand new development, which could be for a new hotel and conference center, a live/work art space, additional cultural amenities such as a science and industry museum (City Museum in St. Louis was cited as an exciting model), or in more heritage tourism experiences, like an Automobile/Route 66 Museum and eatery. These and many other initiatives would become the focus for this new City Division, such as assisting in the development of the Creativity Center, branding the Downtown as a Cultural District and driving tourism to that district.

**Advantages:** The new Division, with its working knowledge of and relationships with Downtown stakeholders would provide resources and support within the City organizational structure. In addition, its current staff, with its already established public art and special events programming, could continue to enhance the downtown experience, while enhancing the Downtown environment through department efforts to implement recommendations from both the Strategic Plan and the Comprehensive Plan. Since the adoption of the Strategic Plan in 2013, the DBA has actively pursued completion of what is frequently referred to as "low hanging fruit" on the implementation grid. It established a non-endowment fund through Illinois Prairie Community Foundation to provide resources to enhance the quality of life downtown. The "Friends of Downtown Bloomington Fund" has made it possible for the DBA to add, to date, 7 public art installations, and expand the adopt-a-pot flower program to include tree well gardens, which help create a sense of place in our City Center. In addition, the DBA Executive Director, as a member of the Downtown Traffic Committee meets monthly with City staff to discuss parking concerns, and brainstorm ideas for parking enhancements. The Executive Director also currently co-chairs the Downtown Wayfinding Signage Committee.

The current DBA, in full cooperation with the City's Public Works Department, has improved downtown trash pick-up, added public recycling centers, and continues to employ Marcfirst to assist with litter management in the downtown. The current DBA, however, struggles with a lack of proper funding. Currently, a significant portion of DBA funding is used to cover fixed operational costs such as rent, utilities and salaries. Given an annual budget of \$90,000, this does not go very far to cover the variety of events funded by the DBA. Relocating to a city owned facility and become a member of City staff would allow for those funds to be used instead for programming, thus allowing for the development of bigger, bolder and better regional activities.

The Downtown Bloomington Association was designated an Illinois Main Street Community since 2005. Since that time, the DBA has been monitoring the progress of the district through the collection of reinvestment numbers. In 2016, property owners invested \$1.1 million in their buildings and nine new businesses opened within the district creating 12 new jobs.

As part of the City, the new Division could also assist the reinvestment numbers grow by assisting with the one-stop shop to streamline the building permit process. This will make it easier for property owners to make improvements to their properties. Additionally, by working with the

City's Economic Development Coordinator the new Division can market available properties more efficiently and assist them in locating in the district. The current DBA Staff already has a work plan full of activities that support and promote the downtown. The Staff of the DBA has unique skill sets that can assist other departments within the City of Bloomington. Once the DBA staff joins the City, some of its duties such as accounting and Human Resource actions will be done by other City Staff thus freeing up the new Division staff to do more things directly related to the Downtown and the goals set for in the City's Master Plan. Some of these goals and the hours weekly spent on them are listed below:

Task	Hours/week
Expedite information flow from all City departments to the Downtown business and property owners	3
Remove Downtown work from City staff	2
Become the one stop shop for information pertaining to downtown redevelopment projects	2
Create a town/gown outreach program to better engage campus community and alumni	2
Enhance the further development of the emerging Cultural District and creativity center	2
Improve and maintain accurate databases for residential, businesses and property owners	2
Streamline the Special Event application process and assist with event coordination	1
Assist in recruiting new desirable businesses to fill downtown vacancies	1
Total	15

**Disadvantages:** As a not for profit, membership based organization, the current DBA is able to provide services to member businesses, such as corporate advertising and marketing. This level of service could be lost. The current DBA is able to give voice for stakeholders who may have priorities that are not in synch with the City's efforts. The advisory DBA Board would have to work to fill this gap. The Community Development Department budget would have to be increased to allow for two additional staff members and programming. Job descriptions for those two positions are attached here. The FY 2019 Budget would increase by \$177,456.78 to include two FTE salary and benefits packages, and funds for continued programming. On the positive side of this, however, the City would not have to fund the DBA as it now exist, which is being funded in the FY 2018 budget at \$90,000, of which \$30,000 has been paid for 4 months through August of 2017. Under this new proposal the Downtown Development Division would be funded at \$267,456.78 less the \$90,000 currently funded, leaving an increase of \$177,456.78

**Conclusion:** Given the advantages, however, staff recommends the creation of a Downtown Development Division as part of the Community Development Department and budget it at \$267,456.78 annually. And that the two individuals in the current DBA be transferred to the City with no further advertising of these positions.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** McLean County Facilities Management and the current DBA Board.

**FINANCIAL IMPACT:** The budget amendment would include using fund balance to cover the additional cost of \$144,304.85 that would be absorbed in the FY 2018 Budget. Please see the Exhibit 8B-7 for the details of the Proposed Budget Amendment.

**COMMUNITY DEVELOPMENT IMPACT:** As discussed above.

Link to Comprehensive Plan/Downtown Plan Goals: D-1. Continue to build a healthy Downtown that offers a range of employment, retail, housing, cultural and entertainment opportunities for all.

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY**

**CONSTRUCTION:** The new Division would be housed in the three offices facing Washington St. on the Ground floor of the Government Center North end. This move requires the addition of two small partitions and one door.

Respectfully submitted for Council consideration.

Prepared by: Steve Rasmussen, Assistant City Manager

Reviewed by: Nicole Albertson, Director of Human Resources

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Ordinance
- Exhibit
- Event and Outreach Coordinator Job Description
- City Staff Manager Job Description
- City Staff Downtown Brochure
- PowerPoint Presentation

**ORDINANCE NO. 2017 –**

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE  
FOR THE FISCAL YEAR ENDING APRIL 30, 2018**

WHEREAS, on April 10, 2017 by Ordinance Number 2017-26, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2018, which Ordinance was approved by Mayor Tari Renner on April 11, 2017; and

WHEREASE, a budget amendment is needed as detailed below;

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

Section One: Ordinance Number 2017-26 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2018) is further hereby amended by inserting the following line item and amount presented in Exhibit 3A in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2017-26 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2017-26.

Section Three: This Ordinance shall be in full force and effect upon its passage and approval.

PASSED the 28th day of August 2017.

APPROVED the \_\_\_\_ day of August 2017.

APPROVED:

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

ATTEST:

APPROVED AS TO FORM

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

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

**FY 2018 Budget Amendment-Exhibit 8B-7**

<b>Account #</b>	<b>Fund</b>	<b>Account Description</b>	<b>Partial Cost for FY 2018</b>	<b>Comments</b>	<b>Full Cost for FY 2019</b>
10010010-40000	General-Non Departmental	Use of Fund Balance	\$ (144,304.85)		N/A
		<b>TOTAL TRANSFER OUT FROM GENERAL FUND:</b>	<b>\$ (144,304.85)</b>		
10015440-61100	General - Downtown Development	Fulltime salary	\$ 66,241.32	2 positions/based on 8 months	\$ 99,362.00
10015440-62108	General - Downtown Development	BCBS - employee plus 1	\$ 17,702.24	2 positions/based on 8 months	\$ 26,553.36
10015440-62100	General - Downtown Development	Dental - employee plus 1	\$ 683.84	2 positions/based on 8 months	\$ 1,025.76
10015440-62102	General - Downtown Development	Vision - employee plus 1	\$ 116.80	2 positions/based on 8 months	\$ 175.20
10015440-62110	General - Downtown Development	Group Life (\$50,000)	\$ 428.00	2 positions/based on 8 months	\$ 642.00
10015440-62120	General - Downtown Development	IMRF Pension (City Contribution)	\$ 8,465.65	2 positions/based on 8 months	\$ 12,698.46
10015440-70615	General - Downtown Development	Sponsorship Expenses - Farmers Market	\$ 36,000.00		\$ 36,000.00
10015440-70615	General - Downtown Development	Sponsorship Expenses - First Fridays	\$ 10,000.00		\$ 10,000.00
10015440-70615	General - Downtown Development	Sponsorship Expenses - Additional Festivals/Events	\$ 36,000.00		\$ 36,000.00
10015440-70610	General - Downtown Development	Advertising	\$ 20,000.00	Based on 8 months	\$ 30,000.00
10015440-70410	General - Downtown Development	Janitorial Services	\$ 8,667.00	Based on 8 months	\$ 15,000.00
10019170-75012	General-Economic Development	To Downtown Business Association	\$ (60,000.00)	Transfer 8 months external DBA payment	\$ -
		<b>TOTAL TRANSFER IN:</b>	<b>\$ 144,304.85</b>		<b>\$ 267,456.78</b>
					\$ (90,000.00)
					\$ 177,456.78
		<b>Net Transaction:</b>	<b>\$ -</b>		

## Outreach and Events Coordinator

**Reports To:** Downtown Development Manager

**FLSA Status:** Exempt

**Grade:** L

**Department:** Community Development

**Summary:** Plans, creates, implements and monitors marketing strategies, messages and campaigns to support the Downtown Development Division (DDD) and its programs. Creates and coordinates production and placement/distribution of a wide variety of promotional materials and mechanisms to maximize visibility, attendance, revenue of the DDD and its events. Works through a variety of media and contacts to create and maintain a positive image for the Downtown Bloomington area regionally and nationally. Manages and coordinates the Downtown Bloomington Farmers' market and other signature events. Work is reviewed under broad policy direction of the Downtown Development Division Manager. This position serves as back up for the Downtown Development Manager in his/her absence.

**Essential Functions:** Other duties may be assigned. This list may not include all tasks and/or knowledge which may be expected of the employee, nor does it cover all of the specific duties which may be required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Creates and implements both seasonal and individual event marketing plans, budgets and strategies for Downtown Bloomington events.
- Develops and maintains additional revenue streams via corporate event sponsorships, market vendor fees, and other venues, and implements programs to maintain these funding sources.
- Develops and maintains relationships with Downtown Bloomington Businesses and Downtown Property Owners' Association. Provides updates about events and other happenings in the downtown.
- Researches, analyzes, and monitors community demographics in order to capitalize on marketing opportunities and expand the customer base patronizing the Downtown and its special events.
- Serves as staff liaison to civic organizations representing and promoting Downtown Bloomington and its events and programs as directed by the Downtown Development Manager.
- Creates and places all paid advertising, both print and broadcast, for Downtown Bloomington and its events, staying within respective budgets for these items.
- Writes and oversees design and distribution of Downtown Bloomington publications and promotional materials the district and for both seasonal and individual events, as well as communications for print, social, and broadcast media distribution in coordination with the Downtown Development Manager and other areas within the City.
- Plans and coordinates special events to promote Downtown Bloomington and its programs, which includes but is not limited to the Farmers' Market and First Fridays.
- Serves as manager-on-duty at the Farmers' Market to ensure a Downtown Bloomington staff presence at each public event.
- Participates in the hiring process and training of office interns and volunteers.
- Monitors and tracks time and attendance for interns and volunteers.
- Manages all administrative tasks for the DDD including record keeping, project status reporting, meeting agendas, etc.

## **Qualifications:**

### **1) Education/Experience:**

- Bachelor's degree in marketing, communications, public relations, advertising, business administration, agriculture or related field.
- Three to five years of progressively responsible experience in marketing and communication in a non-profit organization.
- Any combination of education, training and experience which provides the required knowledge, skills and abilities to perform the essential functions of the job.

### **2) General Skill Levels:**

- Thorough knowledge of marketing and communications mechanisms used by non-profit operations and the ability to apply that knowledge in integrated, multi-channel promotional efforts.
- A knowledge and passion for downtowns, farmers' markets and local foods.
- Strong and persuasive writing and speaking skills.
- Creativity in the design and use of a variety of media for publicity and promotion and social media campaigns.
- Ability to use word processing, spreadsheet, Internet, e-mail software, and other applications as needed by the department.
- Ability to analyze, organize and plan the needs of seasonal and individual event marketing campaigns.
- Ability to train and supervise volunteers and interns
- Ability to establish and maintain effective working relationships with external agencies and patrons, subordinates, peers and supervisors.
- Ability to exercise sound judgment in evaluating situations and in making decisions.
- Ability to give verbal and written instructions.
- Ability to direct, appraise and discipline staff in a respectful and constructive manner.

**3) Certificates and Licenses:** Valid Illinois State Driver's License and ability to meet the transportation requirements of the job.

**4) Physical Requirements/Working Conditions:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Requires vision (which may be corrected) to read small print.
- Requires the mobility to stand, stoop, reach, and bend.
- Requires mobility of arms to reach and dexterity of hands to grasp and manipulate small objects.
- Requires the ability to travel throughout the City to its various work locations. Work environments are indoors and outdoors and employees work in a wide variety of conditions.
- Perform lifting, pushing and/or pulling which does not exceed 25 pounds and is an infrequent aspect of the job.

## Downtown Development Manager

**Reports to:** Director of Community Development

**FLSA Status:** Exempt

**Grade:** M

**Department:** Community Development

### **Summary:**

The Downtown Development Manager is responsible for the development, execution, implementation and documentation of Downtown Development Division (DDD) activities for the City of Bloomington. This position works with key internal and external stakeholders throughout the City to determine overall development objectives, action plans and other developmental activities to move key initiatives forward, and has responsibility for project oversight and administration in coordination with the Economic Development Coordinator (EDC). This position enthusiastically and consistently promotes downtown development through various public relations initiatives, works cooperatively and effectively with businesses and property owners and prospective developers, identifies and secures grant funding, and performs all management functions associated with DDD activities.

**Essential Functions:** Other duties may be assigned. This list may not include all tasks and/or knowledge which may be expected of the employee, nor does it cover all specific duties which may be required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Serves as the primary DDD liaison with the general public, developers, retailers, and property owners.
- Manages the City's efforts at business retention in the Downtown Bloomington area and develops initiatives to attract new and desirable retail businesses and office employers to the Downtown area in coordination with the EDC.
- Works directly with the Community Development Director to provide current and future growth strategy recommendations to the Deputy City Manager regarding policy matters and implementation strategies pertaining to Downtown redevelopment.
- Establishes and maintains effective working relationships with persons and groups directly and indirectly involved with Downtown development.
- Coordinates with the McLean County Chamber of Commerce, Economic Development Council, the Bloomington-Normal Convention and Visitors Bureau, the Downtown Bloomington Association, Downtown Property Owner's Association and surrounding area, to promote Downtown Bloomington as a destination for shoppers and tourists.
- Communicates both public and private construction/development activities occurring Downtown.
- Coordinates projects, activities, and special events with the Downtown Bloomington Association (DBA), Downtown Property Owner's Association, the City of Bloomington, and the public.
- Works closely with local lending institutions to assist developers, businesses, and other investors in financing private projects in the Downtown and surrounding areas.
- Administers the DDD Budget. Develops and maintains the overall budget and maintains oversight of individual projects within.
- Develops and conducts ongoing public awareness and education programs designed to create appreciation and awareness of the Downtown and its goals and objectives.
- Writes, edits, and publishes website materials, informational brochures, information packets, newsletters, for Downtown Development.

- Coordinates beautification initiatives for the Downtown area in collaboration with the Parks & Recreation Department.
- Serves on various committees as appropriate.
- Encourages a cooperative climate with other Downtown or community organizations.
- Creates and manages marketing initiatives designed to attract patrons to Downtown Bloomington in coordination with the EDC.
- Supervises part-time or temporary staff members and student interns assigned to work on Downtown activities.
- May work closely with a variety of consultants assisting the City with retail marketing, advertising, and way finding.
- Coordinates the pursuit of various grants, both private and public.
- Insures the DDD abides by all applicable federal, state, and local laws and regulations, while maintaining associated records and reporting procedures.

**Qualifications:**

**1) Education/Experience:**

- Bachelor's degree from an accredited college or university in Public Administration, Urban Planning, Business Administration, Marketing, Commercial Real Estate or a related field. A Master's degree in one or more of the fields listed above preferred.
- Three to five years of progressively responsible experience in the field of economic development, marketing, small business development and/or redevelopment and record of significant achievement in these areas.
- Any combination of education, training and experience which provides the required knowledge, skills and abilities to perform the essential functions of the job.
- Municipal government experience preferred.

**2) General Skill Levels:**

- Considerable knowledge, skill and experience in one or more of the following areas; public relations, economic development, small business development, and marketing as they relate to the revitalization of a municipality's business district.
- Ability to establish and maintain positive interpersonal relationships with elected officials, City staff, developers, civic and business leaders, property owners, small business owners, fellow employees, local media representatives, and individuals of diverse socio-economic and ethnic backgrounds and the general public.
- Ability to follow a prescribed management philosophy that is input oriented and values creative problem solving in the context of an organization that values service, people, integrity, responsibility, innovation and teamwork.
- Ability to complete a variety of diverse project goals in a very fast paced and changing environment.
- Effective verbal and written communication skills, including the ability to make effective public presentations and to represent the City to local, state and national media on matters pertaining to Downtown redevelopment.
- Considerable skill in the use of personal computers, Microsoft Office Suite and the ability to create interesting and effective brochures, packets, newsletters and website material.
- Ability to provide positive customer service and the ability to work positively as part of the City of Bloomington's management team.

**3) Certificates and Licenses:** Valid Illinois State Driver's License and ability to meet the transportation requirements of the job.

**4) Physical Requirements/Working Conditions.** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Requires vision (which may be corrected) to read small print.
- Requires the mobility to stand, stoop, reach, and bend.
- Requires mobility of arms to reach and dexterity of hands to grasp and manipulate small objects.
- Requires the ability to travel throughout the City to its various work locations. Work environments are indoors and outdoors and employees work in a wide variety of conditions.
- Perform lifting, pushing and/or pulling which does not exceed 25 pounds and is an infrequent aspect of the job.

DRAFT

## What can I do?

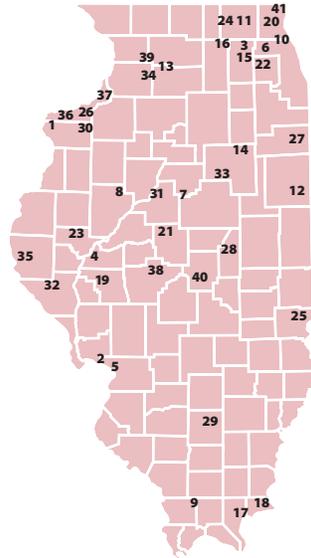
If your community does not have a Main Street program and you would like to learn more, visit the National Main Street Center website at [www.preservationnation.org/main-street](http://www.preservationnation.org/main-street). If your community has a Main Street program, contact your local organization to:

- Learn about volunteer opportunities
- Find local programs that assist businesses
- See events and promotions coming to your downtown
- Support your local program with a donation



## Communities

- |                        |                 |
|------------------------|-----------------|
| 1 Aledo                | 22 Lombard      |
| 2 Alton                | 23 Macomb       |
| 3 Batavia              | 24 Marengo      |
| 4 Beardstown           | 25 Marshall     |
| 5 Belleville           | 26 Moline       |
| 6 Berwyn               | 27 Momence      |
| 7 Bloomington          | 28 Monticello   |
| 8 Canton               | 29 Mt. Vernon   |
| 9 Carbondale           | 30 Orion        |
| 10 Chicago-Six Corners | 31 Pekin        |
| 11 Crystal Lake        | 32 Pittsfield   |
| 12 Danville            | 33 Pontiac      |
| 13 Dixon               | 34 Prophetstown |
| 14 Dwight              | 35 Quincy       |
| 15 Elgin               | 36 Rock Island  |
| 16 Genoa               | 37 Silvis       |
| 17 Golconda            | 38 Springfield  |
| 18 Hardin County       | 39 Sterling     |
| 19 Jacksonville        | 40 Taylorville  |
| 20 Libertyville        | 41 Waukegan     |
| 21 Lincoln             |                 |



## For more information contact:



ILLINOIS  
MAIN STREET



State of Illinois  
Office of the Lt. Governor  
DEPARTMENT OF COMMERCE  
AND ECONOMIC OPPORTUNITY

### Christina Rogers

Coordinator

Illinois Main Street  
217-558-2880  
Christina.Rogers@Illinois.gov  
illinoismainstreet.org



### Angelo Kyle

Deputy Director, Regional Economic Development

Department of Commerce and  
Economic Opportunity (DCEO)  
312-814-5803  
Angelo.Kyle@illinois.gov

IN PARTNERSHIP WITH



NORTHERN ILLINOIS UNIVERSITY

Center for  
Governmental Studies

Outreach, Engagement, and Regional Development

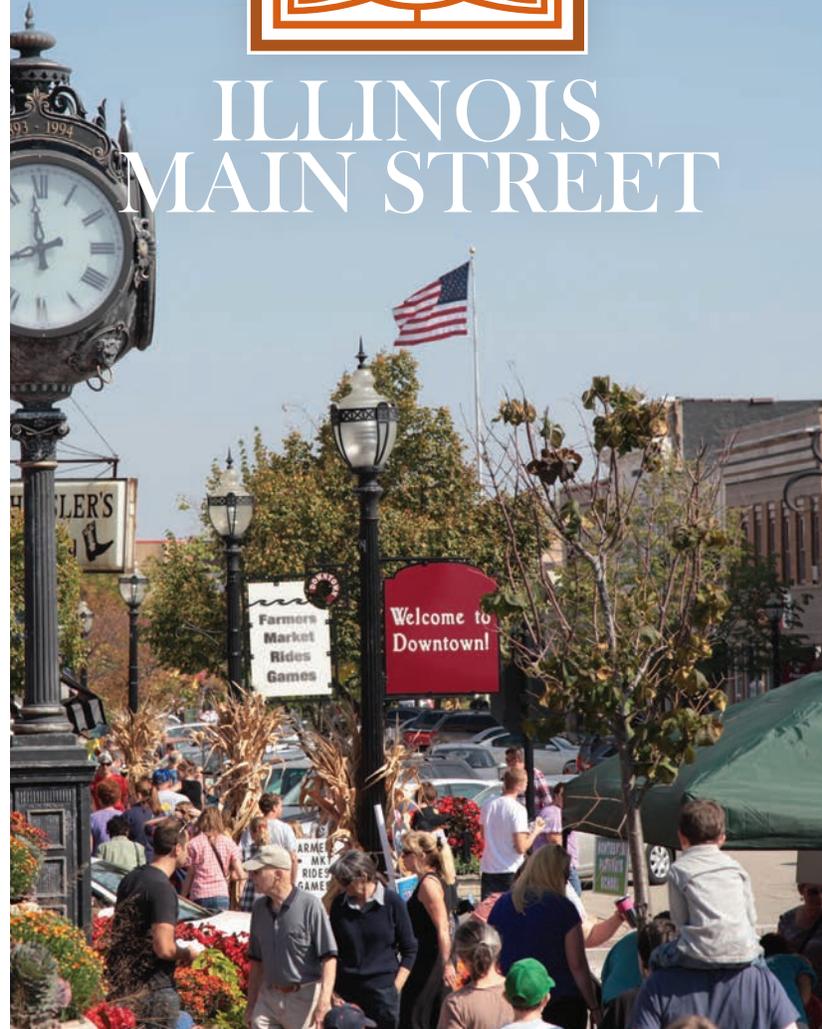
[illinoismainstreet.niu.edu](http://illinoismainstreet.niu.edu)



ILLINOIS HISTORIC  
Preservation  
AGENCY



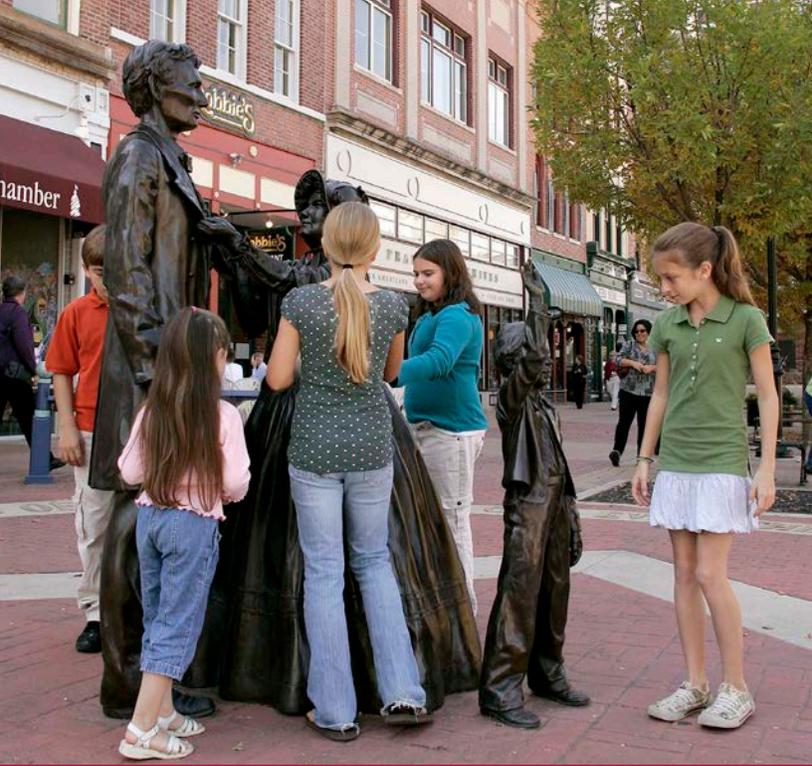
# ILLINOIS MAIN STREET



# Your Downtown is Important

You can help revitalize it!

[illinoismainstreet.org](http://illinoismainstreet.org)



## What is the Main Street Approach®?

The Main Street Program was developed by the National Trust for Historic Preservation to help revitalize traditional downtowns and neighborhood commercial centers. Each state has their own Main Street coordinating program. Illinois Main Street is the coordinating program for Illinois. It was founded in 1993 and serves 41 local Main Street organizations.

A Main Street program is a grassroots, volunteer-driven non-profit business. A professional executive director and a volunteer board manage the program and help volunteers carry out the projects. It is based on the belief that successful downtown revitalization takes into account all aspects of downtown. This is called the **Main Street Four-Point Approach®**. Its volunteers are mobilized through committees or teams that reflect the 4 points. Here is what each committee does:

- 1. Design**—Enhances downtown’s physical environment so it is an attractive place to work, visit and live.
- 2. Promotion**—Showcases downtown by leveraging its unique history, culture, architecture and businesses to attract visitors, customers and residents.
- 3. Economic Restructuring**—Attracts new entrepreneurs and helps existing businesses grow by responding to present and future economic opportunities.
- 4. Organization**—Engages and educates the community on the importance of downtown, and ensures that the local Main Street program is adequately funded, staffed and efficiently managed.

## Why is downtown important?

Downtown is your community’s most visible indicator of its heritage, pride and economic vitality. It can be an asset or a liability in recruiting new residents, new businesses and industries, retirees, tourists, and others to your community, and in retaining those you already have. The Main Street Approach is a downtown revitalization tool that encourages forward-thinking economic development and historic preservation so this unique community asset and legacy can be passed on to future generations.



## Does Main Street Work?

In 2013, Illinois Main Street downtowns gained:



CONSIDERATION OF  
APPROVING THE CREATION  
OF A  
“DOWNTOWN DEVELOPMENT  
DIVISION”  
IN THE CITY

# OPERATIONS---

- CURRENT “DOWNTOWN BLOOMINGTON ASSOCIATION” (DBA)  
CONTINUES TO EXIST BUT AS AN ADVISORY BOARD
- CURRENT ACTIVITIES  
MOVE ACTIVITIES TO CITY AS THE  
“DOWNTOWN DEVELOPMENT DIVISION” (DDD)  
OF THE COMMUNITY DEVELOPMENT  
DEPARTMENT

# EMPLOYEES --

THE TWO CURRENT  
EMPLOYEES BECOME  
CITY EMPLOYEES AND  
MOVE TO THE COMMUNITY  
DEVELOPMENT DEPARTMENT IN THE  
GOVERNMENT CENTER

# FUNDING--

- THE CURRENT DBA IS FUNDED BY THE CITY AT \$90,000
- THE NEW DDD WOULD BE FUNDED AT \$272,457
- LESS THE CURRENT \$90,000 THIS LEAVES A NET INCREASE OF \$182,457 TO THE COMMUNITY DEVELOPMENT DEPARTMENT

## DBA FUNDRAISING—

- \$12,000 IN DBA DUES WOULD CONTINUE TO GO TO DBA
- \$10,000 IN FUNDRAISING ACTIVITIES WOULD GO TO DBA

...ALL TO HELP PROMOTE DOWNTOWN  
BLOOMINGTON



## REGULAR AGENDA ITEM NO. 8C

FOR COUNCIL: August 28, 2017

**SUBJECT:** Consideration of a Resolution approving commitment of funding the Hamilton Road - Bunn to Commerce project.

**RECOMMENDATION/MOTION:** That a Resolution to commit to fund the 20% local match in order to receive 80% federal funding for the design and construction of Hamilton Road from Bunn to Commerce be adopted.

**STRATEGIC PLAN LINK:** Goal 3. Grow the Local Economy, and 5. Great Place – Livable, Sustainable City

**STRATEGIC PLAN SIGNIFICANCE:** Objective 3e. Strong working relationship among the City, businesses, and economic development organizations and 5a. Well-planned City with necessary services and infrastructure.

**BACKGROUND:** The extension of Hamilton Road from Bunn St. to Commerce Parkway has been a priority for the City of Bloomington for many years for several reasons, including completing an essential east-west arterial and closing a dangerous intersection at Rhodes Lane and US 150 (Morrissey Drive). City Council has set this project as a high priority by approving multiple design contracts, applications for TIGER and FASTLANE grants, and the potential closures of City streets at two railroad crossings. Unfortunately, two different attempts in 2000 and 2008 to come to an agreement with Norfolk Southern Railway (NSR) and build this project have failed. The current attempt, started in 2015, has utilized \$427,000 (with an additional \$559,000 under contract) for consulting engineering and many hours of City staff resources for the project planning. The City has spent more than \$28 million on the south corridor, starting in the 1990s, and is moving forward on the other unimproved gap in the corridor: Fox Creek Road, from Danbury Drive to Beich Road which will cost another \$7.4 million.

The current construction estimate for this project is \$13-15 million, assuming an agreement can be made with Norfolk Southern Railway to construct a new at-grade railroad crossing rather than a bridge. Included in the \$13-\$15 million is an estimated \$4 million dollars to relocate the existing railroad siding storage tracks. A bridged crossing would increase the project cost to approximately \$25 million or more. After twice being denied for federal FASTLANE grant funding and no success following the Economic Development Council's One Voice trip to Washington, D.C., a funding opportunity has been found. Through the McLean County Regional Planning Commission (MCRPC) Transportation Improvement Plan, 80% of the construction of project would be paid with federal funds. This would require a 20% match of local funds. See the table below for more details on this funding. Note that this table does not include the cost to relocate the railroad siding storage tracks.

### Hamilton Rd.– Bunn St. to Commerce Dr. Funding

Year	Description	Total Project Cost	Funding Source	
			Local	Federal
2019	Street Improvements Phase II Design	\$1,000,000	\$200,000	\$800,000
2020	Street Improvements Construction	\$2,000,000	\$400,000	\$1,600,000
2021	Street Improvements Construction	\$7,400,000	\$1,480,000	\$5,920,000
Total		\$10,400,000	\$2,080,000	\$8,320,000

Hamilton Road, from Bunn Street to Commerce Parkway, is the remaining street segment needed to provide a continuous east-west transportation corridor south of Veterans Parkway. (Another remaining segment, Fox Creek from Danbury to Beich, is funded and in the design phase.) The Hamilton-Fox Creek project is at a critical juncture that relies on a commitment from the City of Bloomington for funding for construction of the Bunn-to-Commerce segment.

The completed project will:

- Complete an essential east-west arterial from Fox Creek Subdivision to 0.5 miles east of Hershey Road;
- Close the dangerous intersection of Rhodes Lane and US 150 (Morrissey Drive);
- Promote multi-modal transportation from residential and recreational areas to employment centers.
- Facilitate in-fill commercial and residential development as advocated in the Comprehensive Plan.
- Construct approximately 3,000 feet of new four-lane arterial road between Bunn Street and Commerce Parkway;
- Relocate existing Norfolk Southern Railway (NS) sidings; and
- Construct a new at-grade crossing with NS.



The consulting Railroad Attorney has advised City staff that in order to keep negotiations with NSR progressing, avoid this project failing for a third time, and to not lose credibility with NSR, it is essential that the City illustrates its willingness and ability to fund the construction of this project. City staff suggests that passing this Resolution to fund the project would achieve this goal.

This Resolution would commit the City to fund 20% of the project after an Illinois Commerce Commission (ICC) Order is passed approving the railroad plan. This Resolution allows the City

flexibility until that point. Any funding sources can be pursued as the opportunity presents itself and the City will have input into the ICC proceedings. City staff would have input into the result of the ICC Order. The process to have an ICC Order typically takes 6 to 12 months after the petition is filed. Preferably, this petition would be filed after an agreement has been reached between the City and NSR. Construction is planned to commence in 2020 and be completed in 2021.

If this Resolution is not passed and the project remains unfunded, it is possible that negotiations with NSR will stall and the project could once again falter. Unfortunately, the effort put into this 3<sup>rd</sup> effort to build this project would be wasted.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** A public open house was held for the Hamilton Road from Bunn to Commerce project on September 22, 2016. Members of the community were invited to ask questions and give comments. Those in attendance were largely in favor of the project.

A public open house was held for the potential closure of the crossing of Roosevelt Avenue and Western Avenue on September 20, 2016. The closures are anticipated to be necessary to add the proposed at-grade crossing at Hamilton Road. In attendance was a representative of Norfolk Southern who flew in from Atlanta, GA to attend. Members of the community were invited to ask questions and give comments. Those in attendance had concerns but were largely understanding of the situation.

A meeting with representatives from State Farm was held on October 12, 2016. City staff explained the project and the implications to State Farm property.

**FINANCIAL IMPACT:** This Resolution commits the City to make funds available to pay for 20% of the project. This is estimated to equal \$2,080,000. The details for funding the project are not included in the Resolution.

**COMMUNITY DEVELOPMENT IMPACT:** This project would be a great accomplishment for the TAQ-1 goal (listed below) as well as promote the core value of “Solid Infrastructure”. This section of Hamilton Road runs through an area with a land use priority of Tier 2. Additionally, it would provide better connection, and therefore increase the likelihood of development, for many areas that have land use priority of Tier 1 and Tier 2.

Link to Comprehensive Plan/Downtown Plan Goals: TAQ-1: A safe and efficient network of streets, bicycle-pedestrian facilities and other infrastructure to serve users in any surface transportation mode.

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** *not applicable*

Respectfully submitted for Council consideration.

Prepared by:

Luke Thoele, PE, Civil Engineer II

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

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Scott Rathbun, Interim Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

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

David A. Hales  
City Manager

**Attachments:**

- A Resolution to Commit to Providing Construction Funds for the Hamilton Road (Bunn to Commerce) Connection

**RESOLUTION NO. 2017-\_\_**

**A RESOLUTION TO COMMIT TO PROVIDING CONSTRUCTION FUNDS FOR THE HAMILTON ROAD (BUNN TO COMMERCE) CONNECTION**

WHEREAS, the City of Bloomington is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, the Hamilton Road (Bunn to Commerce) project would more efficiently move commuters, school students, and goods, improve safety by removing an intersection near an at-grade crossing; reduce traffic on substandard and over capacity roadways; provide economic opportunities west of Norfolk Southern Railway; and promote multi-modal transportation to and from residential, recreational and employment areas; and

WHEREAS, the corporate authority of the City of Bloomington desires to pass this Resolution to demonstrate its commitment to this project to Norfolk Southern Railway.

WHEREAS, the City has already committed local funds for Phase I design services; and

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

SECTION ONE: That staff is authorized to continue negotiations with Norfolk Southern Railway with the confidence that the project will be built after an Order from the Illinois Commerce Commission is delivered, using 80% federal funds and 20% local funds.

SECTION TWO: That the City Clerk be and she is hereby authorized and directed to attest the signature of the Mayor on said Resolution and retain an original in her office for public inspection.

ADOPTED this 28<sup>th</sup> day of August, 2017

APPROVED this \_\_ day of August, 2017

CITY OF BLOOMINGTON

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Tari Renner, Mayor

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Cherry L. Lawson, City Clerk



**REGULAR AGENDA ITEM NO. 8D**

FOR COUNCIL: August 28, 2017

**SUBJECT:** Consideration of adopting an ordinance approving termination of a three-party agreement pertaining to a portion of Eagle View South Commercial Subdivision and approving an amended preliminary plan entitled “Revision #2 to a portion of the Eagle View South Commercial Subdivision Preliminary Plan Bloomington, Illinois” dated June 29, 2017, for 15.84 acres located north of GE Road and east of Towanda Barnes Rd.

**RECOMMENDATION/MOTION:** That Council adopt an ordinance approving termination of a three-party agreement pertaining to a portion of Eagle View South Commercial Subdivision and approving an amended preliminary plan entitled “Revision #2 to a portion of the Eagle View South Commercial Subdivision Preliminary Plan Bloomington, Illinois” revised on June 29, 2017, for 15.84 acres located north of GE Road and east of Towanda Barnes Rd. and that the Mayor and City Clerk be authorized to execute the necessary documents.

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

**STRATEGIC PLAN SIGNIFICANCE:** Objective b. City decisions consistent with plans and policies

**BACKGROUND:** The subject property is approximately 15.84 acres, located northeast of the intersection of GE Road and Towanda Barnes Road. In 2007, the City entered into a development agreement with the then property owner, Ark VI, LLC and the property owner to the south, Rewerts, Zimmerman and Rewerts, Inc. (RZR) In May, 2016, the property was sold to RHP Investments, LLC (RHP). RHP assumed the rights and responsibilities of the former property owner under the 2007 Three Party Agreement. A preliminary plan showing the public infrastructure and reflecting the terms of the three party agreement was approved by Council in May, 2016. Construction of a building on the premises began in 2016, however, the public infrastructure and public roads have not been built.

RHP and RZR have requested that the 2007 Three Party Agreement be terminated. RHP is requesting the previously approved (but not constructed) public road and public water main become a private drive and private water service, respectively. RZR, the property owner to the south of the subject property, urges termination of the agreement so that they can purchase a portion of Eagle View South Commercial Subdivision free of any terms imposed on the property by the 2007 agreement. City staff supports the termination of the agreement because the City would not be responsible for the costs of maintaining the private infrastructure.

RHP has submitted a petition for an amended preliminary plan that reflects changes requested by RHP. City staff from the Water Department, Public Works and Engineering, and the Community Development Department have reviewed the proposed plan. The proposed preliminary plan before

the Council dated June 29, 2017, is acceptable to staff and has been approved by unanimous vote of the Planning Commission.

Staff therefore recommends an ordinance be adopted terminating the 2007 Three Party Agreement and approving the amended preliminary plan submitted by RHP.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** This case was before the Planning Commission for a public hearing and review on July 26, 2017. No citizens, outside of the applicant, spoke in favor of the petition. No citizens spoke in opposition to the petition. Staff recommended in favor of the preliminary plan as revised. The Board recommended approval of the Revised Preliminary Plan. The motion was passed by unanimous vote, 7-0. Public notice was published in *the Pantagraph* on July 11, 2017 in accordance with City Code. In accordance with the Zoning Code (Ordinance No. 2006-137) courtesy copies of the Public Notice were mailed to approximately 75 property owners within 500 feet. In addition, a public notice/identification sign was posted on the property.

**FINANCIAL IMPACT:** Development of the subject property will result in increased property tax revenues and increased employment. Additionally, the termination agreement terminates previous held obligations and financial commitments for all parties including the City.

**COMMUNITY DEVELOPMENT IMPACT:** Link to Comprehensive Plan: Tier-2 development priority. The proposed senior living facility works towards “creating a lifelong community that meets the needs of residents.”

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** The amended preliminary plan proposes private infrastructure rather than the previously approved public infrastructure. The change from public to private is a minor change for the development of this corner and the switch to private infrastructure eliminates future maintenance costs that the city could have incurred.

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by: Tom Dabareiner, Community Development Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Scott Rathbun, Interim Budget Manager

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

Recommended by:



David A. Hales

City Manager

**Attachments:**

- Draft Ordinance
  - Ordinance Exhibit 1: Termination Agreement with Exhibits
  - Ordinance Exhibit 2: Revised Preliminary Plan
- Petition for Revised Preliminary Plan
- Aerial View
- Zoning Map
- Staff Report from July 26, 2017 Planning Commission
- PC Draft Minutes
- Newspaper notice, neighborhood notice and list of notified property owners.

ORDINANCE NO 2017-\_\_\_\_\_

AN ORDINANCE APPROVING A TERMINATION AGREEMENT FOR THE 2007 THREE PARTY AGREEMENT PERTAINING TO A PORTION OF EAGLE VIEW SOUTH AND APPROVING AN AMENDED PRELIMINARY PLAN FOR THE EAGLE VIEW SOUTH SUBDIVISION ENTITLED “REVISION #2 TO A PORTION OF THE EAGLE VIEW SOUTH COMMERCIAL SUBDIVISION PRELIMINARY PLAN BLOOMINGTON, ILLINOIS” AND DATED JUNE 29, 2017

WHEREAS, the City of Bloomington, ARK VI, LLC (the prior of the owner of the subject property) and REWERTS, ZIMMERMAN & REWERTS, INC., entered into a certain Three Party Agreement on or about December 11, 2007, pertaining to the Eagle View South Subdivision; and

WHEREAS, on or about May 2, 2016, ARK VI, LLC, conveyed the balance of the land owned by it, and subject to the 2007 agreement, to RHP Investments, LLC; and

WHEREAS, as a part of that transaction, ARK VI assigned all rights, title, interest and obligation under the 2007 agreement to RHP Investments, LLC; and

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a proposed termination agreement providing for termination of the aforesaid 2007 Three Party Agreement; (said termination agreement is attached hereto and labeled Exhibit 1); and

WHEREAS, the City Council has determined that the aforesaid 2007 Three Party Agreement no longer serves the needs of the parties to said agreement, and should be terminated, provided that an acceptable amended preliminary plan is in place; and

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of an Amended Preliminary Plan for a portion of Eagle View South Subdivision entitled “Revision #2 to a portion of the Eagle View South Commercial Subdivision Preliminary Plan Bloomington, Illinois” dated June 29, 2017; and

WHEREAS, a true and accurate copy of said Preliminary Plan is attached to this Ordinance and labeled Exhibit 2; and

WHEREAS, after proper notice, the City of Bloomington Planning Commission held a public hearing and determined said Petition for an Amended Preliminary Plan to be valid and sufficient, and in conformance with the requirements of the Bloomington City Code; and

WHEREAS, the Planning Commission recommended the City Council of the City of Bloomington approve said Petition; and

WHEREAS, the City Council has the authority to approve termination of the 2007 Three Party Agreement and to approve said Petition.

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

1. That the City Council hereby approves the termination agreement referenced and incorporated into this Ordinance as Exhibit 1 and authorizes the Mayor and City Clerk to execute the necessary documents.
2. That the Amended Preliminary Plan for the Eagle View South Subdivision entitled "Revision #2 to a portion of the Eagle View South Commercial Subdivision Preliminary Plan Bloomington, Illinois" dated June 29, 2017, a copy of which is attached hereto and labeled Exhibit 2, is hereby approved.
3. That this Ordinance shall be in full force and effective immediately upon passage and approval.

Passed this 28th day of August, 2017.

Approved this \_\_\_\_ day of August, 2017.

APPROVED:

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Mayor

ATTEST:

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City Clerk

# EXHIBIT 1

## TERMINATION AGREEMENT

## TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT (the "Termination Agreement") is entered into as of the date set forth below, by and between the CITY OF BLOOMINGTON, an Illinois Municipal Corporation (hereinafter, the "CITY"), RHP Investments, LLC, an Illinois Limited Liability Company (hereinafter, "RHP"), assignee of ARK VI, L.L.C., an Illinois Limited Liability Company (hereinafter, "ARK VI"), and REWERTS, ZIMMERMAN & REWERTS, INC., an Illinois Corporation (hereinafter, "RZR"). The CITY, RHP and RZR may be collectively referred to herein as, the "Parties".

### RECITALS

WHEREAS, the CITY, ARK VI and RZR entered into a certain three-party agreement on or about December 11, 2007 (hereinafter, the "2007 Agreement"). A true and correct copy of said Agreement is attached hereto as Exhibit "A"; and

WHEREAS, on or about May 2, 2016, ARK VI conveyed the balance of the land owned by it, and subject to the 2007 Agreement, to RHP; and

WHEREAS, as a part of that transaction, ARK VI assigned all right, title, interest and obligations under the 2007 Agreement to RHP, who agreed to be bound by the Agreement, and further agreed to hold ARK VI harmless from all obligations thereunder; and

WHEREAS, RHP, RZR and the CITY have determined that the 2007 Agreement no longer serves the needs of the Parties, and should be terminated.

NOW, THEREFORE, for and in consideration of the Recitals set forth above, and for such other and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the undersigned agree as follows:

1. Recitals. The Recitals set forth above are hereby ratified and incorporated as if fully set forth herein.
2. Eagle View South Commercial Subdivision. RHP has submitted an Amended Preliminary Plan for a portion of Eagle View South Commercial Subdivision, which shall be evaluated and conditioned without reference to the obligations enforced upon RHP under the terms of the 2007 Agreement.
3. Condition Precedent to Termination of 2007 Agreement. Execution of this Termination Agreement is contingent upon approval by the City Council of the attached preliminary plan entitled "Revision #2 to a Portion of the Eagle View South Commercial

Subdivision Preliminary Plan, Bloomington, Illinois” (“Revision #2”), or such other or further amended preliminary plan as approved by the City Council. Revision #2 is attached hereto and incorporated by reference herein, as Exhibit B.

4. Termination of 2007 Agreement. Upon satisfaction of the condition precedent set forth above, the 2007 Agreement is hereby deemed terminated and all rights, duties and obligations thereunder set forth are deemed null and void.

5. Miscellaneous.

(a) Entire Agreement. This Termination Agreement, including all exhibits attached hereto and documents to be delivered pursuant hereto, shall constitute the entire agreement and understanding of the parties, and there are no other prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants not contained herein.

(b) Waivers. No waiver of any condition or provision of this Termination Agreement by any party shall be valid unless in writing signed by such party. No such waiver shall be deemed or construed as a waiver of any other or similar provision or of any future event, act, or default.

(c) Severability. If any provision of this Termination Agreement is deemed unenforceable in whole or part, such provision shall be limited to the extent necessary to render the same valid or shall be excised from this Termination Agreement, as circumstances require, and this Termination Agreement shall be construed as if said provision had been incorporated herein as so limited or as if such provision had not been included herein, as the case may be.

(d) Headings. Headings of paragraphs are for convenience of reference only and shall not be construed as part of this Termination Agreement.

(e) Choice of Law. The validity, interpretation and performance of this Termination Agreement shall be controlled and construed under the laws of the State of Illinois without regard to conflicts of laws principles.

(f) Application of Law. The Parties acknowledge that construction and development of any parcel owned by RHP and/or RZR, within the corporate limits of the CITY, shall be developed and constructed in accordance with the Ordinances of the CITY, except to the extent a waiver or variance therefrom is granted by the CITY.

(g) Counterparts; Signatures. This Termination Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute a single instrument. Any signature delivered by a party hereto or to any amendment, waiver, or consent relating hereto by facsimile transmission or by electronic mail in Adobe Portable Document Format (or PDF) shall be deemed to be an original signature hereto.

(h) Enforcement. This Termination Agreement is enforceable in any Court of competent jurisdiction, and enforcement may be sought in law or in equity, by suit, action, mandamus or any other proceeding, including specific performance.

(i) Attorneys' Fees. In the event that any dispute arises hereunder, the prevailing party shall be entitled to recover from the other party all attorneys' fees, costs and expenses incurred in connection therewith.

(j) Construction of Termination Agreement. In no event shall this Termination Agreement be construed more strongly against any one person solely because such person acted as draftsman hereof, it being acknowledged by the Parties hereto that each party has been represented by competent legal counsel, that this Termination Agreement has been subject to substantial negotiation, and that all parties have contributed substantially to the preparation of this Termination Agreement.

(k) Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

(l) Representations and Warranties. The CITY hereby represents and warrants that the persons executing this Termination Agreement on behalf of the CITY have been properly authorized to do so by the corporate authorities. The undersigned, on behalf RHP and RZR, respectively, hereby represent and warrant that the undersigned are duly authorized to execute this Termination Agreement on behalf of the entity on behalf of which the party is signing.

*[The Balance of This Page is Intentionally Blank. Signatures Follow.]*

IN WITNESS WHEREOF, the undersigned hereby accept the terms of, and have full power and authority to enter into, this Termination Agreement. This Termination Agreement is hereby entered into as of the date last written below.

CITY OF BLOOMINGTON, ILLINOIS,  
A Municipal Corporation

By: \_\_\_\_\_  
Tari Renner, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

RHP INVESTMENTS, LLC, an Illinois  
Limited Liability Company

By: Hadley Phillias  
Name: Hadley Phillias  
Its Member

REWERTS, ZIMMERMAN & REWERTS, INC.,  
An Illinois Corporation

By: Robert Rewerts, Sr.  
Robert Rewerts, Sr.  
Its President

# EXHIBIT A

AGREEMENT

WHEREAS the undersigned, ARK VI, has submitted a revision to the Preliminary Plan for Eagle View South Subdivision ("the plan"); and

WHEREAS the plan shows a road "Barnes Lane" extended from Towanda Barnes easterly and southerly to the north line of the property owned by REWERTS, ZIMMERMAN & REWERTS, INC. ("the elevator property"); and

WHEREAS the installation of Barnes Lane will change access patterns to and from the properties over a township road known as Main Street that runs east and west along the north side of the elevator property and the south side of the ARK VI property, and an undedicated but claimed township road known as "700" that purports to run north and south across the elevator property;

NOW, THEREFOR, FOR AND IN CONSIDERATION OF TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the undersigned agree as follows:

1. Main Street shall not be vacated until Barnes Lane is open to traffic.

2. When Main Street is vacated, half the right-of-way shall go to the owners of the property to the north and half to the property owner to the south.

3. When Main Street is vacated and after annexation of the elevator property to the City, the alleged Road 700 will be abandoned and vacated by the City at no cost to the owner of the elevator property.

4. ARK VI shall extend Sanitary sewer to the elevator property and reserve sewer capacity for that property.

5. The decision to extend or not extend Barnes Lane through the elevator property will be made by the owners of the elevator property unilaterally if and when that property develops.

6. The parties shall loop an 8" water main from Barnes Lane east to the east line of the elevator property and south to GE Road, and a 16" water main west to the west side of Towanda Barnes. The cost will be allocated, with the developer to the north paying for the easterly extension and the elevator owner paying for the southerly extension. The westerly extension in the GE Road right-of-way will be allocated with the elevator operator paying that portion of the cost attributable to an 8" main east of Barnes Lane extended, the developers of the northerly property paying the cost of an 8" main if it were extended along the Main Street alignment, and the City paying for

the remaining cost.

7. The elevator owner shall dedicate easements for the water main on the east line of their property, the south line of their property, along GE Road and as needed on the west line of their property adjacent to Towanda Barnes Road, to facilitate a bore under Towanda Barnes Road. The easement dedications shall be in accordance with the requirements of the City of Bloomington.

CITY OF BLOOMINGTON, ILLINOIS,  
A Municipal Corporation

BY: Steffen

ATTEST:

Diana C. B.  
City Clerk

REWERTS, ZIMMERMAN & REWERTS,  
INC.

BY: Robert Rewerts

ARK VI, John Thuermer

BY: City Attorney

CORPORATE NOTARY

STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF McLEAN )

I, THE UNDERSIGNED, a Notary Public in and for said County and State aforesaid, do hereby certify that Stephen Stockton personally known to me to be the Mayor of CITY OF BLOOMINGTON, ILLINOIS, a Municipal Corporation, and Tracey Covert personally known to me to be the City Clerk of said corporation whose names are subscribed to the foregoing instrument appeared before me this day in person and severally acknowledged that as said Mayor and City Clerk of said corporation, they signed and caused the seal of said corporation to be affixed thereto, (if the corporation uses a corporate seal) pursuant to authority given by the Board of Directors of said corporation and as their free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 11th day of December, 2007.

Janice L Scherff  
NOTARY PUBLIC

My commission expires:

3-7-11



CORPORATE NOTARY

STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF McLEAN )

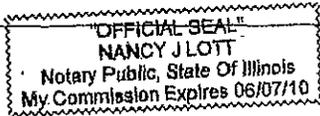
I, THE UNDERSIGNED, a Notary Public in and for said County and State aforesaid, do hereby certify that Robert Rewerts personally known to me to be the President of REWERTS, ZIMMERMAN & REWERTS, INC., whose name is subscribed to the foregoing instrument appeared before me this day in person and severally acknowledged that as said President of said corporation, signed and caused the seal of said corporation to be affixed thereto, (if the corporation uses a corporate seal) pursuant to authority given by the Board of Directors of said corporation and as his free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and

purposes therein set forth.

Given under my hand and notarial seal this 4<sup>th</sup> day of January, 2008.

Nancy J. Lott  
NOTARY PUBLIC

My commission expires:



CORPORATE NOTARY

STATE OF ILLINOIS            )  
  ) SS:  
COUNTY OF McLEAN         )

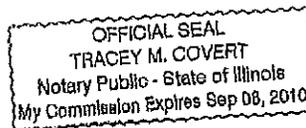
I, THE UNDERSIGNED, a Notary Public in and for said County and State aforesaid, do hereby certify that Mercer Turner personally known to me to be the attorney of ARK VI, whose name is subscribed to the foregoing instrument appeared before me this day in person and severally acknowledged that as said attorney of said corporation, he/she signed and caused the seal of said corporation to be affixed thereto, (if the corporation uses a corporate seal) pursuant to authority given by the Board of Directors of said corporation and as his/her free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 11th day of December, 2007.

Tracey M. Covert  
NOTARY PUBLIC

My commission expires:

09/08/2010







# EXHIBIT B





# EXHIBIT 2

## PRELIMINARY PLAN

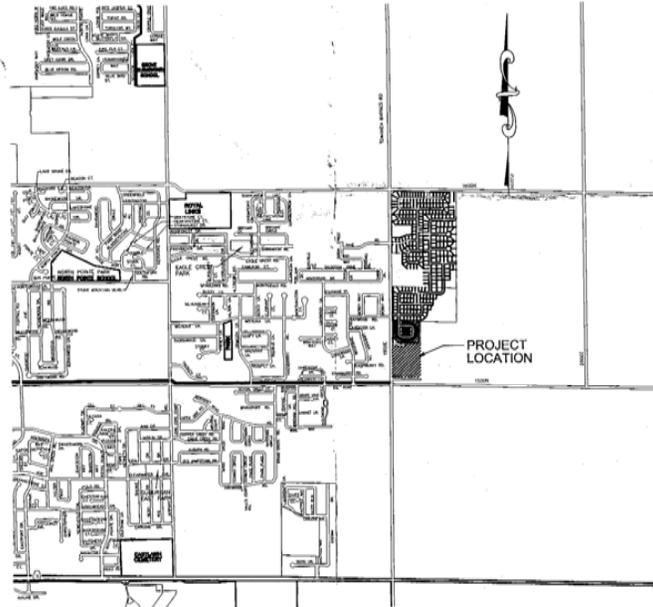
# REVISION #2 TO A PORTION OF THE EAGLE VIEW SOUTH COMMERCIAL SUBDIVISION PRELIMINARY PLAN BLOOMINGTON, ILLINOIS

**NOTES:**

- This property contains 35.44 hectares (15.84 acres) and will be subdivided as follows:  
Lot 1 Zoned B-1  
Outlots A & B Zoned B-1  
That portion of this property that is within the 60Ldn Airport Noise Contour is zoned into the S-3 Airport Noise Impact District as an overlay zone.
- Outlot A shall be a "Dry Bottom" detention basin and will be owned and maintained by the Property Owners Association. A separate agreement for use, expansion and maintenance of detention between Lot 1 and Outlot A will be part of the Property Owner's Association documents. All detention basins shall be provided with tiered release structures. See note page 2.
- All publicly owned and maintained sanitary and storm sewers shall be placed in public easements or rights-of-way and shall be dedicated to the City of Bloomington.
- All fire hydrants shall be steamer type and have a six-inch branch valve.
- Existing topographic data determined through 2007 field survey performed by The Farnsworth Group.
- No portion of this development lies within the Special Flood Hazard Area per FIRM Map 17113C0320 D dated February 9, 2001.
- Unless noted otherwise, easements in front yards shall extend a minimum of 10 feet from the front property line. Side yard easements shall extend 5 feet from the property lines and rear yard easements shall be a total of 15 feet in width.
- Subdivision entrance road intersection with Towanda Barnes Road shown as 3 lane, including left turning lane, was constructed to meet City of Bloomington and McLean County requirements.
- An easement for an electric line for Ameren Power Company extends along the east portion of Towanda-Barnes Road as recorded in Doc. No. 71-2955.
- Any existing unused public right-of-ways within the subdivision will be vacated.
- The development shall be constructed in two phases with the Developer determining the timeline of each phase.

**WAIVERS:**

- None Requested.



**LOCATION MAP**  
NO SCALE

**LEGAL DESCRIPTION:**

EAGLE VIEW SOUTH COMMERCIAL SUBDIVISION, A SUBDIVISION OF A PART OF LOT 4 IN BARNES SUBDIVISION OF SECTION 29 AND A PART OF THE ORIGINAL TOWN OF BARNES, ALL BEING A PART OF THE SOUTHWEST QUARTER OF SECTION TWENTY-NINE (29), TOWNSHIP TWENTY-FOUR (24) NORTH, RANGE THREE (3) EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS, THE PLAT OF WHICH IS RECORDED AS DOCUMENT NUMBER 2016-00929559 AT THE MCLEAN COUNTY RECORDER'S OFFICE, EXCEPTING THE 0.673 ACRE DEDICATED FOR TOWANDA BARNES ROAD RIGHT OF WAY.

**BENCHMARK:**

- TOP OPERATING NUT OF FIRE HYDRANT, N.E. CORNER NORTON RD. WATERTOWN LN. IN EAGLE VIEW SUB'N. U.S.C.G.S. ELEV. = 850.55 (FROM FARNSWORTH GROUP)
- TOP OPERATING NUT OF FIRE HYDRANT, S.E. CORNER NORTON RD. & ROCKLEDGE RD. IN EAGLE VIEW SUB'N. U.S.C.G.S. ELEV. = 848.77 (FROM FARNSWORTH GROUP)

AUSTIN ENGINEERING CO., INC.  
PEORIA, ILLINOIS

BY: *Devin Birch*  
DEVIN L. BIRCH, P.E.

DATE: JUNE 28, 2017



LICENSE EXPIRES 11/30/17

**INDEX TO SHEETS**

SHEET NO.	TITLE
1	COVER SHEET
2	PRELIMINARY PLAN

**RECOMMENDATION OF PRELIMINARY PLAN APPROVED BY THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS:**

"Notice is hereby given that this Preliminary Plan Revision #2 of the Eagle View South Subdivision shown hereon has been approved by the Planning Commission of Bloomington, Illinois, subject to the modifications contained herein, which is attached hereto."

The Planning Commission of Bloomington, Illinois

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

By: \_\_\_\_\_

By: \_\_\_\_\_

**NOTICE OF APPROVAL OF PRELIMINARY PLAN BY THE CITY COUNCIL OF BLOOMINGTON, ILLINOIS:**

"The Preliminary Plan Revision #2 of the Subdivision shown hereon has received approval of the City Council of Bloomington, Illinois, subject to the modifications contained herein, which is attached hereto."

The City Council of Bloomington, Illinois

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

By: \_\_\_\_\_

Attest: \_\_\_\_\_

City Clerk

**LAND OWNER**  
RHP INVESTMENTS, LLC  
2402 S. 18TH STREET  
CHARLESTON, ILLINOIS 61920  
(217) 345-5022

**DEVELOPER**  
RHP INVESTMENTS, LLC  
2402 S. 18TH STREET  
CHARLESTON, ILLINOIS 61920  
(217) 345-5022

**ENGINEER**  
DEVIN L. BIRCH  
AUSTIN ENGINEERING CO., INC.  
311 SW WATER STREET  
PEORIA, ILLINOIS 61602  
(309) 691-0200

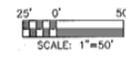
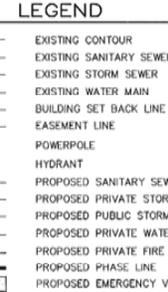
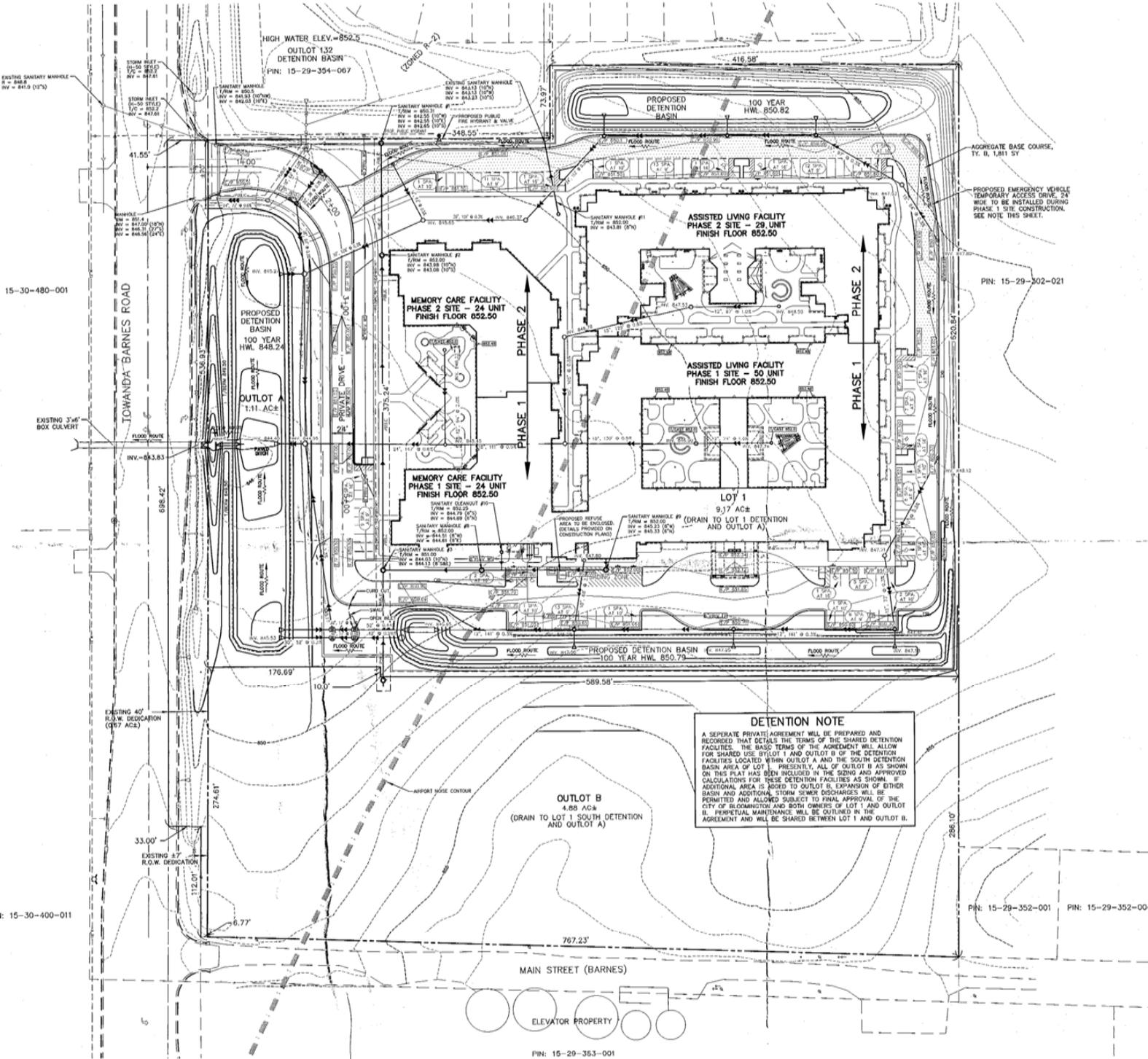
**ATTORNEY**  
JENNY H. PALMER  
MEYER CAPPEL CORPORATION  
306 W. CHURCH STREET  
CHAMPAIGN, ILLINOIS 61820  
(217) 352-1111

**EAGLE VIEW SOUTH COMM. SUB. PRELIMINARY PLAN, REVISION #2**

FOR: RHP INVESTMENTS, LLC  
DATE: 06/19/17  
SCALE: N.T.S.

**AUSTIN ENGINEERING CO., INC.**  
311 SW WATER ST., SUITE 215  
PEORIA, ILLINOIS 61602  
LICENSE NO. 164-001143

DATE: 06/28/17  
SCALE: N.T.S.  
DATE: 06/29/17  
SCALE: N.T.S.



### CONSTRUCTION NOTES:

1. A LIGHTING PLAN MUST BE SUBMITTED FOR REVIEW PRIOR TO ISSUANCE OF A ZONING CERTIFICATE TO ENSURE THAT EXTERIOR LIGHTING DOES NOT EXCEED THREE FOOT CANDLES WHEN MEASURED AT THE PROPERTY LINE.
2. ALL SITE LANDSCAPING, QUANTITY, SIZE, AND SPECIES SHALL BE IN ACCORDANCE WITH THE CITY OF BLOOMINGTON ZONING CODE (PROVIDED BY OTHERS).
3. ALL SITE SIGNAGE (Pylon, Directional and Building) SHALL BE IN ACCORDANCE WITH THE CITY OF BLOOMINGTON ZONING CODE.
4. STORM WATER DETENTION SHALL BE PROVIDED FOR THIS SITE IN ACCORDANCE WITH THE CITY OF BLOOMINGTON EROSION, SEDIMENT AND STORM WATER CONTROL ORDINANCE.
5. ALL EROSION CONTROL MEASURES PROVIDED SHALL BE IN ACCORDANCE WITH THE CITY OF BLOOMINGTON EROSION, SEDIMENT AND STORM WATER CONTROL ORDINANCE.
6. AN APPROVED FIRE PROTECTION PLAN SHALL BE PROVIDED FOR THIS SITE IN ACCORDANCE WITH THE CITY OF BLOOMINGTON FIRE DEPARTMENT REQUIREMENTS.
7. ALL CONCRETE DRIVEWAY APPROACHES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF BLOOMINGTON STANDARDS.
8. ALL ROOF TOP WALL MOUNTED, AND GROUND LEVEL MECHANICAL AND UTILITY STRUCTURES SHALL BE FULLY SCREENED FROM VIEW.
9. ANY UTILITY WORK/CONNECTIONS IN THE RIGHT OF WAY WILL REQUIRE A RIGHT OF WAY OPENING PERMIT FROM THE CITY OF BLOOMINGTON. CONTRACTOR MUST BE LICENSED AND BONDED BY THE CITY OF BLOOMINGTON.
10. A SIDEWALK PERMIT WILL BE REQUIRED. THE CONTRACTOR MUST BE LICENSED AND BONDED WITH THE CITY OF BLOOMINGTON.
11. A DRIVE APPROACH PERMIT WILL BE REQUIRED. THE CONTRACTOR MUST BE LICENSED AND BONDED WITH THE CITY OF BLOOMINGTON.
12. A PARKING LOT PERMIT WILL BE REQUIRED. THE PROTECTION FURNISHED AS SHOWN A PRIVATELY OWNED AND MAINTAINED.
13. ALL PROPOSED REFUSE DISPOSAL AREAS MUST BE SCREENED ON ALL FOUR SIDES BY A SOLID FENCE OR WALL WITH A MINIMUM HEIGHT OF SIX FEET, NOT TO EXCEED SEVEN FEET. INCLUDE GATE ACCESS.
14. SANITARY SEWER TO SERVE PROPOSED ASSISTED LIVING AND MEMORY CARE FACILITY FROM MANHOLE #3 TO THE BUILDING AND FROM THE EXISTING MANHOLE TO THE NORTH TO MANHOLE #11 WILL BE PRIVATELY OWNED AND MAINTAINED.
15. THE DEVELOPMENT ON LOT 1 SHALL BE CONSTRUCTED IN PHASES WITH THE CITY DETERMINING THE TIMELINE OF EACH PHASE.
16. A MINIMUM 15 FOOT WIDE PUBLIC EASEMENT TO THE CITY OF BLOOMINGTON SHALL BE DEDICATED ON THE FINAL SUBDIVISION. ALL PUBLIC SANITARY SEWER AND STORM WATER FACILITIES SHOWN ON THIS PLAN, LARGER EASEMENTS WILL BE PROVIDED BY THE FINAL SUBDIVISION. GENERAL LANGUAGE WILL BE INCLUDED ON THE FINAL PLANS TO PROVIDE ACCESS TO PUBLIC UTILITIES. THE DESIGN AND PARKING FACILITIES ACCESS TO SAID PUBLIC UTILITIES IS TO BE PROVIDED BY THE FINAL PLANS.
17. DESIGNATION OF PUBLIC AND PRIVATE SEWERS SHALL BE SHOWN BY DEDICATION ON THE FINAL PLAT. DEVELOPER WILL CITY TO DETERMINE DIVISION OF PUBLIC STORM SEWERS BEFORE FINAL PLAT.
18. SPOT ELEVATIONS SHOWN THROUGHOUT THE FLOOD ROUTE WILL STAY ENTIRELY WITHIN THE FLOOD ROUTE. DEVELOPER SHALL PROVIDE PARKING LOT AREAS WITH A 10' FRIEDBOARD BETWEEN THE FINISH FLOOR AND 100 YEAR FLOOD ELEVATION AT ANY POINT OF CONCERN. THE MAIN FLOOR GENERALLY OUTLIES A & THE AREAS WHERE THE DETENTION AND SUBACCESS EASEMENTS WILL BE PROVIDED.
19. PARKING STALLS LOCATED IN PHASE 1 SHALL NOT BE CONSTRUCTED UNTIL PHASE 2 CONSTRUCTION BEGINS. ONLY THE EMERGENCY GRAVE DRIVE WILL BE CONSTRUCTED DURING PHASE 1 SITE. (SEE NOTE 20).
20. ALL WATER MAINS FOR DOMESTIC USE SHALL BE CONSTRUCTED AS SHOWN A PRIVATELY OWNED AND MAINTAINED.
21. AN "AMENDED" SUBDIVISION PLAT FOR SOUTH COMMERCIAL SUBDIVISION WILL BE REQUIRED FOR APPROVAL AND ELEVATED OVER PREVIOUSLY RECORDED PLATS. THE SHOW ALL PUBLIC EASEMENTS FOR THE VACATE THE ROW OF HOLLY BROOK. OTHER EASEMENTS HO LONGER BE REQUIRED.

### SITE DATA:

1. THIS SITE IS: P.L.N. 15-29-354-049 ZONING B-1
2. AREA OF THIS SITE IS 15.84 ACRES ±
3. THIS SITE IS ZONED B-1 (HIGHWAY BUSINESS DISTRICT)
4. BUILDING SETBACKS: FRONT = 10' SIDE = 5' REAR = 5' T.B.Y. = 10% OF WIDTH OR DEPTH OF LOT (10' MINIMUM/25' MAXIMUM)
5. AREA OF PROPOSED BUILDINGS: 112,140 SF
6. A PHOTOMETRIC PLAN WILL BE REQUIRED OF THE ZONING CERTIFICATE WITH THE THAT DOES NOT EXCEED 3 FOOT CANDELS PROPERTY LINES.
7. DESIGNATED PEDESTRIAN ACCESS SHALL BE PROVIDED BETWEEN THE PARKING LOT AREAS AND ENTRANCES TO THE BUILDINGS ON PHASE 1.
8. LOADING AREA DESIGNATION "W" THE EXISTING ALLIANCE WILL SERVE AS OFF-LOADING PLAN FOR LOADING ZONE AREA AND REAR ENTRANCE.

### PARKING SETBACKS:

12 FEET FROM THE ROW FOR FRONT YARD  
6 FEET FOR THE SIDE AND REAR YARDS

### SITE DENSITY:

CURRENT BUILDINGS = 112,140 SF  
LOT AREA = 5.17 ACRES = 329,445 SF  
80% OF ALLOWANCE = 319,556 SF  
112,140/319,445 = 35.0% - OK

### SITE PARKING:

MEMORY CARE = 1 SPA/3 UNIT  
= 1 SPA/EMPLOYE  
SUB-TOTAL = 32 SPACES  
ASSISTED LIVING = 2 SPA/3 UNIT  
= 1 SPA/EMPLOYE  
SUB-TOTAL = 71 SPACES  
ACCESS PARKING = 103 SPA. A. 10  
103 SPACES REQUIRED (11 ACCESSIBLE)  
103 SPACES SHOWN (11 ACCESSIBLE)

### EMERGENCY VEHICLE ACCESS DRIVE (SITE)

PROPOSED EMERGENCY VEHICLE TEMPORARY ACCESS DRIVE SHALL BE CONSTRUCTED AND LIMITED STORM WATER ARE THE ONLY SITE IMPROVEMENTS TO BE CONSTRUCTED IN THE PHASE 2 AREA. BUILDINGS, PAVEMENTS AND SIGNALLING CONSTRUCTION UNITS, PHASE 2 PROJECT DRIVE SHALL CONSIST OF AGGREGATE 1.5\"/>

**DETENTION NOTE**  
A SEPARATE PRIVATE AGREEMENT WILL BE PREPARED AND RECORDED THAT DETAILS THE TERMS OF THE SHARED DETENTION FACILITIES. THE BASIC TERMS OF THE AGREEMENT WILL ALLOW FOR SHARED USE BY LOT 1 AND OUTLOT B OF THE DETENTION FACILITIES LOCATED WITHIN OUTLOT A AND THE SOUTH DETENTION BASIN AREA OF LOT 1. PRESENTLY, ALL OF OUTLOT B AS SHOWN ON THIS PLAT HAS BEEN INCLUDED IN THE SIZING AND APPROVED CALCULATIONS FOR THESE DETENTION FACILITIES AS SHOWN. IF ADDITIONAL AREA IS ADDED TO OUTLOT B, EXPANSION OF EITHER BASIN AND ADDITIONAL STORM NUMBER RECHARGES WILL BE PERMITTED AND ALLOWED SUBJECT TO FINAL APPROVAL OF THE CITY OF BLOOMINGTON AND BOTH OWNERS OF LOT 1 AND OUTLOT B. PERPETUAL MAINTENANCE WILL BE OUTLINED IN THE AGREEMENT AND WILL BE SHARED BETWEEN LOT 1 AND OUTLOT B.



### PRELIMINARY PLAN - REVISION #2

EAGLE VIEW SOUTH COMM. SUB. PRELIMINARY PLAN REVISION #2

FOR: RHP INVESTMENTS, LLC	DATE: 06/19/17	SCALE: 1" = 50'	DATE: 06/28/17	DATE: 06/29/17	DATE: 07-13-027
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PETITION FOR APPROVAL OF AMENDED PRELIMINARY PLAN FOR A  
SUBDIVISION

State of Illinois        )  
                                  )ss.  
County of McLean     )

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

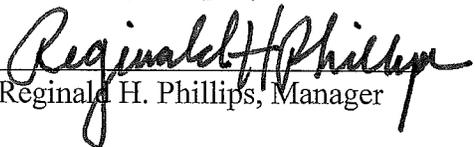
NOW COMES, RHP INVESTMENTS, LLC – BLOOMINGTON TOWANDA RD SERIES, a series of an Illinois limited liability company, hereinafter referred to as your Petitioner, respectfully representing and requesting as follows:

1.     That your Petitioner is the Owner of the premises legally described on Exhibit A, which is attached hereto and made a part hereof by reference; and
  
2.     That your Petitioner seeks approval of the Amended Preliminary Plan for the subdivision of said premises known and described as, a portion of The Amended Eagle View South Commercial Subdivision, which Amended Preliminary Plan is attached hereto and made a part hereof; and
  
3.     That your Petitioner does not seek approval of any exemptions or variations from the provisions of Chapter 24, of the Bloomington City Code.

WHEREFORE, your Petitioner prays that the Amended Preliminary Plan for a portion of The Eagle View South Commercial Subdivision, submitted herewith be approved.

Respectfully submitted,

RHP INVESTMENTS, LLC –  
BLOOMINGTON TOWANDA RD  
SERIES, a series of an Illinois  
limited liability company

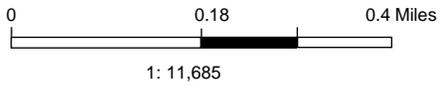
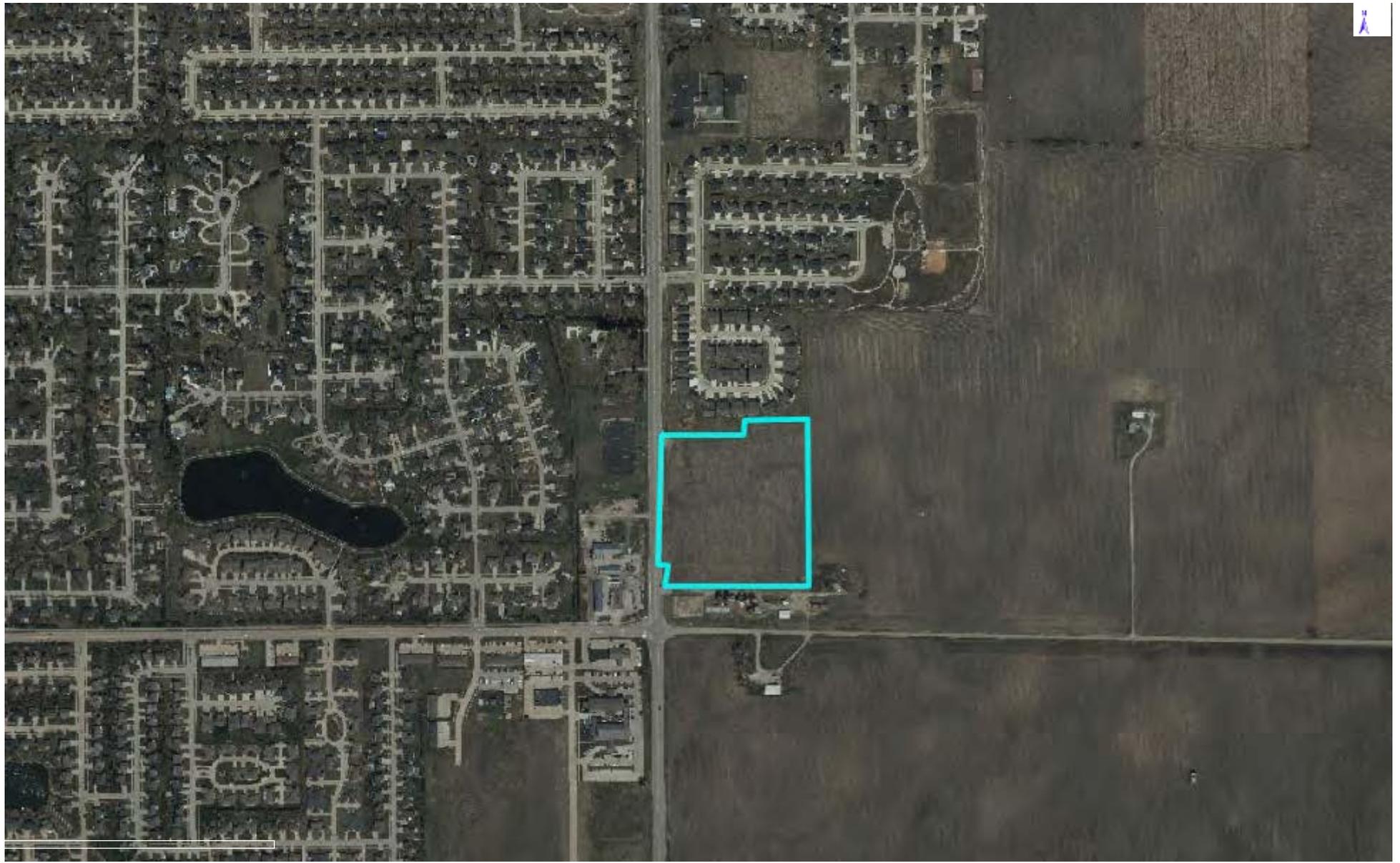
By:   
Reginald H. Phillips, Manager

**LEGAL DESCRIPTION**

EAGLE VIEW SOUTH COMMERCIAL SUBDIVISION, A SUBDIVISION OF A PART OF LOT 4 IN BARNES SUBDIVISION OF SECTION 29 AND A PART OF THE ORIGINAL TOWN OF BARNES, ALL BEING A PART OF THE SOUTHWEST QUARTER OF SECTION TWENTY-NINE (29), TOWNSHIP TWENTY-FOUR (24) NORTH, RANGE THREE (3) EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS, THE PLAT OF WHICH IS RECORDED AS DOCUMENT NUMBER 2016-00020559 AT THE MCLEAN COUNTY RECORDER'S OFFICE, EXCEPTING THE 0.673 ACRE DEDICATED FOR TOWANDA BARNES ROAD RIGHT OF WAY.



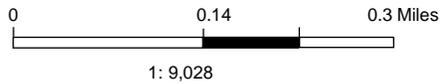
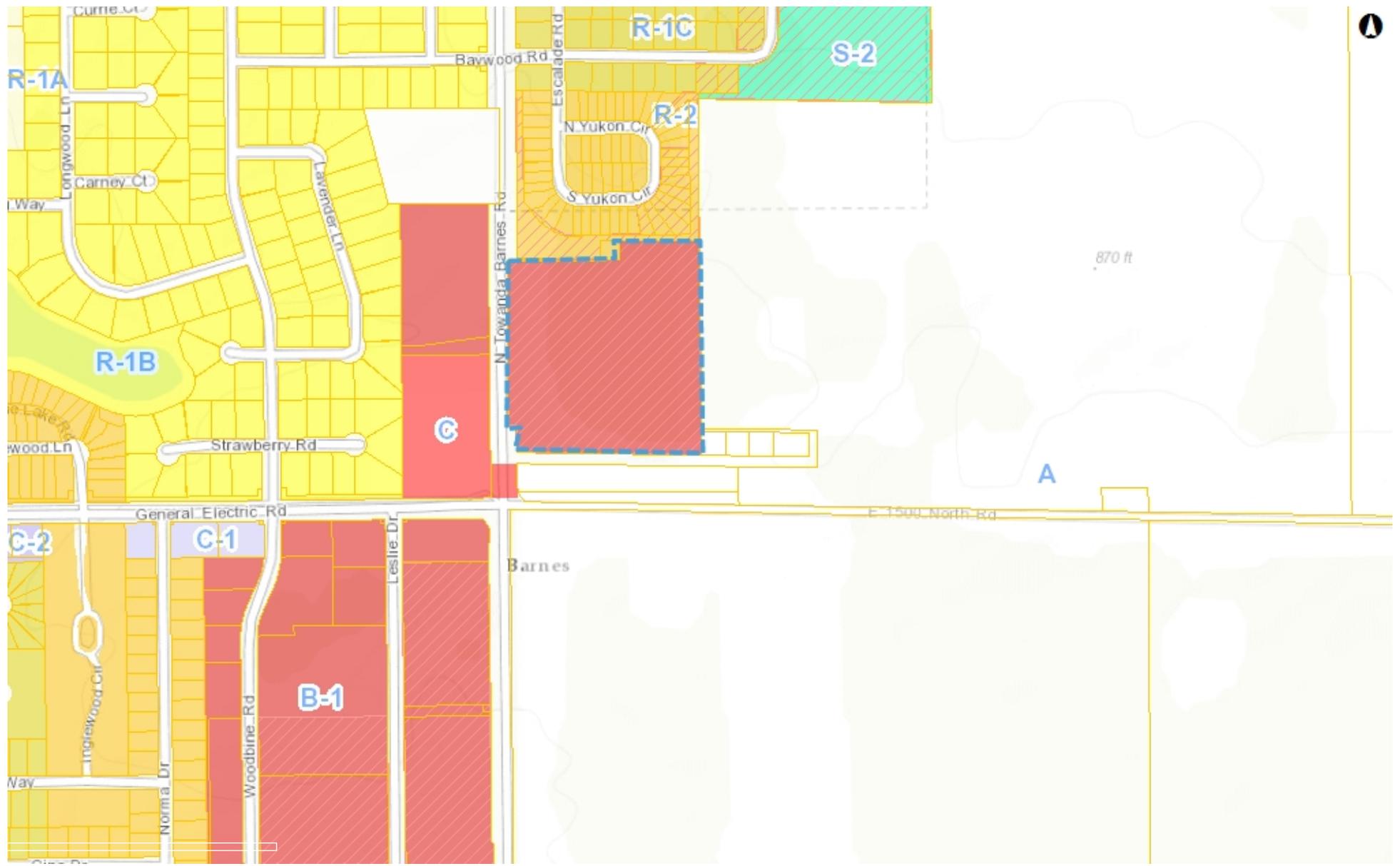
# Aerial View: Eagle View South Subdivision



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Notes  
B-1 Zoning



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Notes



**NOTICE**

The application has been filed in conformance with applicable procedural requirements and public notice was published in *The Pantagraph* on June 11, 2017.

**GENERAL INFORMATION**

Owner and Applicant: RHP Investments, LLC—Bloomington Towanda Rd Series

**PROPERTY INFORMATION**

Existing Zoning: B-1, Highway Business District, with an S-3 Aircraft Noise Impact Overlay  
Existing Land Use: The north portion of the property is being developed as a senior living and memory care facility. The south portion is vacant and used for agriculture.

**Surrounding Zoning and Land Uses**

Zoning

North: R-2, Mixed Residence, S-3 Aircraft Noise Impact  
South: A, Agriculture (unincorporated)  
East: A, Agriculture (unincorporated)  
West: B-1, Highway Business  
West: C, Commercial (unincorporated)

Land Uses

North: Two-Family Residences  
South: Silos  
East: Agriculture  
West: Church  
West: Landscaping business

**PROJECT DESCRIPTION**

The subject property is approximately 15.84 acres, located northeast of the intersection of GE Road and Towanda Barnes Road. An amended preliminary plan for this site was approved by City Council in May 2016. The plan reflected the terms and conditions agreed upon between the property owner, City, and the property owner to the south in a 2007 Three Party Agreement. The plan showed a new public street, Holly Brook Ct, that would extend north and south along the property. The southern portion of the property, roughly five acres, was shown as two lots.

Since approval in May 2016, the three parties have decided to end the 2007 Three Party Agreement, the property owner to the south (RZR Properties) would like to purchase the southern five acres from the petitioner, and the petitioner is requesting to construct Holly Brook Ct as a private drive that would only serve the Senior Living facility. Consequentially, a revised preliminary plan is needed. The revised preliminary plan before the Planning Commission differs from the plan approved in 2016 in the following salient ways:

- Holly Brook Ct has changed from a public road to a private drive and will no longer extend to the elevator property or Main Street (Barnes Rd). Easements will be maintained where public utilities exist and/or are proposed.
- The southern five acres is reconfigured as Outlot B, rather than two Lots. An outlot is an unbuildable lot, a lot that may not be used for construction and does not comply with the requirements of City Code. If/when this area is to be developed it will need to be platted as a buildable lot and will be reviewed by the Planning Commission and Council.
- The 8” private water service shown on the revised plan is private rather than public and is designed to serve the Senior Living facility instead of the entire 15 plus acre site and property to the south.

City staff from the Water Department, Public Works and Engineering, and the Community Development Department have reviewed the proposed plan. The proposed revision before the Commission incorporates the comments from staff. Additionally the Legal Department and Counsel for the other parties are finalizing language for the Termination Agreement, which will end the 2007 Three Party Agreement. The finalized Termination Agreement will be reviewed by City Council in August at the same time this case is considered.

## **ANALYSIS**

### **Submittals**

This report is based on the following documents, which are on file with the Community Development Department:

1. Petition for Approval of Amended Preliminary Plan for the Eagle View South Subdivision
2. "A Revision #2 to a Portion of the Eagle View South Commercial Subdivision Preliminary Plan Bloomington, Illinois"
3. Aerial photographs

### **Compliance with the Comprehensive Plan**

This area is identified as a Tier-2 development priority in the Bloomington Comprehensive Plan 2035. The proposed use, senior living facilities, also works toward "creating a lifelong community that meets the needs of residents," a goal identified in the 2035 Comprehensive Plan. The development is in accordance with Goal 3, objective A of the 2015 Strategic Plan Goals.

### **Findings of Fact:**

Section 24.2.3 of the City's Code outlines the following guidelines to be used to evaluate a proposed subdivision within the jurisdiction:

1. *To protect, provide and promote the public health, safety and general welfare of the City;* the proposed preliminary plan recognizes the standard and does not conflict with this guideline. The standard is met.
2. *To guide the future growth and development of the City, in accordance with the Comprehensive Plan;* The proposed use, senior living facilities, also works toward "creating a lifelong community that meets the needs of residents." The details pertaining to the development of the southern portion of the property will be considered at the time the property is developed. The proposed designation of "Outlot" prohibits construction on this property, a revised plat will be needed before any buildings or parking lots can be built. The new plat will need to show the "Outlot" as a "Lot" before it can be developed. The Planning Commission and Council will review that plat. The standard is met.
3. *To provide for adequate light, air, and privacy, to secure safety from fire, flood, and other danger, and to prevent overcrowding of the land and undue congestion of population;* the proposed preliminary plan shows an adequate gross floor area ratio for the B-1 district and provides adequate fire hydrants. The petitioner is working with the

Building Safety division and Water Department to coordinate the construction of the private water service so it complies with code and meets the demands of fire safety. The standard is met.

4. *To protect the character and the social and economic stability of all parts of the City and to encourage the orderly and beneficial development of all parts of the community;* the petitioner acknowledges the standard and the standard is met.
5. *To protect and conserve the value of land throughout the City and the value of buildings and improvements upon the land, and to minimize the conflicts among the uses of land and buildings;* the revised preliminary plan reflects the proposed Termination Agreement. Additionally, the proposed use of Senior Living Facility is compatible with the existing zoning and the density provides a transition for the home owners to the north. The corner of GE and Towanda Barnes is zoned with an Airport Noise Contour which will limit the use of residential, it is likely the corner will be a more commercial use. The standard is met.
6. *To guide public and private policy and action in order to provide adequate and efficient transportation, water, sewerage, schools, parks, playgrounds, recreation and other public requirements and facilities;* The City's Engineering, Building Safety, Community Development and Water Departments reviewed the plan. Their comments are incorporated into the revision presented to the Planning Commission. The standard is met.
7. *To provide the most beneficial relationship between the uses of land and buildings and the circulation of traffic throughout the City, having particular regard to the avoidance of congestion in the streets and highways, and the pedestrian traffic movements appropriate to the various uses of land and buildings, and to provide for the property location and width of streets and buildings setback lines;* The proposed preliminary plan meets the City Code's set back requirements for the B-1 District, including transitional yards. Holly Brook Court will become a private drive and facilitate emergency vehicle access throughout the northern portion of the site. Access and other development related items for the south portion or Outlot B will be addressed at the time of development. The standard is met.
8. *To establish reasonable standards of design and procedures for subdivision codes and re-subdivisions, in order to further the orderly layout and use of land, and to insure property legal descriptions and monumenting of subdivided land;* the preliminary plan is in agreement with the Manual of Practice and Design, building and plumbing codes, and the Termination Agreement to terminate the 2007 Three Party Agreement between the City, Property Owner and Developer. The standard is met.
9. *To insure that public facilities are available and will have a sufficient capacity to serve the proposed subdivision code and area reasonably anticipated to be served by such facilities;* the capacity of public facilities is adequate. All storm sewers not within public ROW or dedicated public easements shall be considered private. The standard is met.

10. *To prevent the pollution of air, streams, and ponds; to assure the adequacy of drainage facilities; to safeguard the water table; and to encourage the wise use and management of natural resources throughout the City in order to preserve the integrity, stability and beauty of the community and the value of the land;* the petitioner is proposing adequate drainage and detention. The standard is met.
11. *To preserve the natural beauty and topography of the City and to insure appropriate development with regard to these natural features;* the petitioner recognizes the standard and the standard is met.
12. *To provide for open spaces through the most efficient design and layout of the land, including the use of average density in providing for minimum width and area of lots, while preserving the density of land as established in the City's zoning ordinance (Ordinance No. 1998-42).* The proposed detention basins provide a buffer between the commercial and residential zoning districts. They also facilitate the rate of flow of storm water. The density for the senior living facility complies with the zoning ordinance. The standard is met.

**STAFF RECOMMENDATION:**

That City Council approve the amended preliminary plan entitled “Revision #2 to a portion of the Eagle View South Commercial Subdivision Preliminary Plan Bloomington, Illinois” for 15.84 acres located north of GE Road and east of Towanda Barnes Rd, case PS-02-17

Respectfully submitted,

Katie Simpson  
City Planner

Attachments:

1. Staff Comments
2. Petition for an Amended Preliminary Plan for Eagle View South Subdivision
3. Exhibit A-“Legal Description”
4. Exhibit B- Amended Preliminary Plan
5. Ordinance
6. Zoning Map
7. Aerial Map
8. Amended Preliminary Plan approved in 2016

**DRAFT MINUTES  
BLOOMINGTON PLANNING COMMISSION  
REGULAR MEETING  
WEDNESDAY, JULY 26, 2017 4:00 P.M.  
COUNCIL CHAMBERS, CITY HALL  
109 EAST OLIVE STREET, BLOOMINGTON, ILLINOIS**

**MEMBERS PRESENT:** Mr. J. Balmer, Mr. David Stanczak, Mr. James Pearson, Mr. Kevin Suess, Mr. John Protzman, Ms. Megan Headean, Acting Chairman Ryan Scritchlow

**MEMBERS ABSENT:** Ms. Nicole Chlebek, Chairman Justin Boyd, Mr. Eric Penn

**OTHERS PRESENT:** Mr. Tom Dabareiner, Director of Community Development; Mr. George Boyle, City Attorney; Ms. Katie Simpson, City Planner; Mr. Kevin Kothe, City Engineer

**CALL TO ORDER:** Acting Chairman Schritchlow called the meeting to order at 4:01 PM

**ROLL CALL:** Mr. Dabareiner called the roll. With seven members in attendance, a quorum was present.

**PUBLIC COMMENT:** None

**MINUTES:** The Commission reviewed the July 12, 2017 minutes. Mr. Protzman moved to approve the minutes; Mr. Pearson seconded the motion. Motion was passed unanimously by a voice vote.

**REGULAR AGENDA:**

**PS-02-17 Public hearing, review and action on petitions submitted by RHP Investments, LLC—Bloomington Towanda Rd Series, requesting approval of an Amended Preliminary Plan entitled “Revision #2 to a Portion of the Eagle View South Commercial Subdivision Preliminary Plan, Bloomington, Illinois” for 15.84 acres located north of GE Road and east of Towanda Barnes Rd.**

Acting Chairman Scritchlow introduced the case. Ms. Simpson provided the staff report and recommendation. Ms. Simpson provided background regarding the previously approved preliminary plan and 2007 three party agreement between the petitioner (RHP Investments, LLC), the City, and RZR Inc. She explained that the parties have decided to terminate the 2007 agreement and the proposed preliminary plan reflects the termination of this agreement. Mr. Balmer asked Ms. Simpson to explain the changes between the proposed plan and the previously approved preliminary plan.

Ms. Simpson described the zoning and surrounding uses. She showed the Commission the previously approved plan. She highlighted the three major changes between the two plans including the conversion of Holly Brook Ct from a public street into a private drive, the lot configurations, and the private water service. Ms. Simpson explained the property is

identified in the Comprehensive Plan as a Tier 1 Development Priority. She summarized the standards from Chapter 24 and stated the proposed plan complies with these standards. She stated that the proposed outlot would have to be replatted as a lot before it could be developed and would most likely have to be reviewed by the Planning Commission.

Mr. Balmer clarified the differences between the two plans are the connection to utilities and access. Ms. Simpson explained that access to the south was to be provided by Holly Brook Ct but now access to the south would have to come from GE Road. She stated the access for the assisted living facility would come from the existing curb cut on Towanda Barnes Rd. Mr. Pearson asked for clarification on the property owners from the three party agreement. Ms. Simpson explained RZR, Inc. would like to purchase the outlot B. Mr. Protzman confirmed that the City received dedicated right-of-way on Towanda Barnes Rd.

Mr. Boyle stated the City is working with the other parties' counsel to negotiate terms of the termination agreement. There was brief discussion about the Tier 1 status of the property and the location and ownership of the lots. Mr. Pearson asked for explanation about the city's role in the three-party agreement. Mr. Boyle explained the agreement discusses public and private utilities.

Mr. Hadley Phillips, the petitioner, 1062 Woodbury Lane, Charleston IL, was sworn in. He explained he and his father purchased the property from ARK. He stated they have been working with RZR, Inc. to coordinate an agreement that would allow them to purchase the property. Mr. Phillips provided a brief background about the development.

No additional comments in favor of the petition were presented. No one spoke against the petition.

Acting Chairman Scritchlow closed the public hearing. Mr. Balmer motioned to approve the preliminary plan as presented; seconded by Mr. Stanczak. Motion was approved 7-0 with the following votes: Mr. Balmer—yes; Mr. Stanczak—yes; Ms. Headean—yes; Mr. Protzman—yes; Mr. Suess—yes; Mr. Pearson—yes; Acting Chairman Scritchlow —yes.



Department of Community Development  
115 E Washington St, Ste 201  
Bloomington IL 61701

July 11, 2017

Dear Property Owner or Resident:

The Planning Commission of the City of Bloomington, Illinois, will hold a public hearing on **Wednesday, July 26, 2017 at 4:00 p.m. in the Council Chambers of City Hall Building, 109 E. Olive St., Bloomington, Illinois**, to hear testimony on a petition submitted by RHP, Investments, LLC requesting approval of an amended preliminary plan titled "Revision #2 to a portion of the Eagle View South Commercial Subdivision Preliminary Plan Bloomington, IL" for the property, approximately 15.84 acres, located at the corner of GE Road and Towanda Barnes Ave in Bloomington, IL. The preliminary plan is a conceptual layout for lots, utilities, streets, etc. required prior to the subdivision of land. The petitioner or his/her Counsel/Agent must attend the meeting.

The subject property is legally described as follows:

EAGLE VIEW SOUTH COMMERCIAL SUBDIVISION, A SUBDIVISION OF A PART OF LOT 4 IN BARNES SUBDIVISION OF SECTION 29 AND A PART OF THE ORIGINAL TOWN OF BARNES, ALL BEING A PART OF THE SOUTHWEST QUARTER OF SECTION TWENTY-NINE (29), TOWNSHIP TWENTY-FOUR (24) NORTH, RANGE THREE (3) EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS THE PLAT OF WHICH IS RECORDED AS DOCUMENT NUMBER 2016-00020559 AT THE MCLEAN COUNTY RECORDER'S OFFICE, EXCEPTING THE 0.673 ACRE DEDICATED FOR TOWANDA BARNES ROAD RIGHT-OF-WAY.

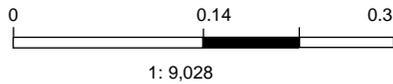
You are receiving this courtesy notification since you own property within a 500 foot radius of the land described above (refer to attached map). All interested persons may present their views upon matters pertaining to the preliminary plan during the public hearing. Communications in writing in relation thereto may be filed with the Department of Community Development, or at such hearing. In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk at (309) 434-2240, preferably no later than five days before the hearing.

Please note that cases are sometimes continued or postponed for various reasons (i.e lack of quorum, additional time needed, etc.). The date and circumstance of the continued or postponed hearing will be announced at the regularly scheduled meeting.

The agenda and packet for the hearing will be available prior to the hearing on the City of Bloomington website at [www.cityblm.org](http://www.cityblm.org). If you desire more information regarding the proposed petition or have any questions you may email me at [ksimpson@cityblm.org](mailto:ksimpson@cityblm.org) or call me at (309) 434-2226.

Sincerely,

Katie Simpson  
City Planner



By using any McGIS products or services, you indicate your acceptance of the Licensing Agreement: <http://www.McGIS.org/License>

Printed: 7/11/2017 5:43:34 PM

Notes

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DENNIS GRIEDER  
1804 N TOWANDA BARNES RD  
BLOOMINGTON IL 61704

STEPHEN KINDRED  
2004 N TOWANDA BARNES RD  
BLOOMINGTON IL 61705

ROBERT REWERTS  
2405 E EMPIRE ST  
BLOOMINGTON IL 61704

KENNETH PRICE  
8811 DEVAULT PRICE CT  
BLOOMINGTON IL 61705

ED DORAN  
308 E JACKSON  
TOWANDA IL 61776

KEVIN HANLEY  
P O BOX 240935  
DOUGLAS AK 99824

DOUGLAS ADAMS  
1841 KY HIGHWAY 36 E  
CARROLLTON KY 41008

KRAFT FARMS LLC  
2132 CHERRY RD  
SPRINGFIELD IL 62704

SCOTT MILLER  
17 Strawberry Rd  
BLOOMINGTON IL 61704

DANIEL LEIFKER  
5 LAVENDER LN  
BLOOMINGTON IL 61704

ROBERT LIPIC  
18 STRAWBERRY RD  
BLOOMINGTON IL 61704

DAVID JONES  
11 LAVENDER LANE  
BLOOMINGTON IL 61704

MARK CLAUS  
7 LAVENDER LN  
BLOOMINGTON IL 61704

KATHERINE HUBBARD  
9 LAVENDER LN  
BLOOMINGTON IL 61704

TODD & SHANA KAGEL  
3 LAVENDER LN  
BLOOMINGTON IL 61704

MICHAEL COX  
1 LAVENDAR LANE  
BLOOMINGTON IL 61704

Joseph Grizzle  
19 Strawberry Rd  
BLOOMINGTON IL 61704

PETER MARTIN  
13 RASPBERRY RD  
BLOOMINGTON IL 61704

CINDY GIBSON  
33 Yukon Cir  
BLOOMINGTON IL 61705

KATHLEEN PAGANA  
5 YUKON CIR  
BLOOMINGTON IL 61705

SIDDHARTH & INDIRA BHOWMICK  
PANDEY  
7 YUKON CIR  
BLOOMINGTON IL 61705

JOHN & DEBRA FOSTER  
9 YUKON CIR  
BLOOMINGTON IL 61705

KELLI HELLER  
11 YUKON CIR  
BLOOMINGTON IL 61705

DONNA TORRICELLI  
58 YUKON CIR  
BLOOMINGTON IL 61705

MEJIA TRUST  
56 YUKON CIR  
BLOOMINGTON IL 61705

VICKIE REYNOLDS  
54 Yukon Cir  
BLOOMINGTON IL 61705

GERI KOCH  
49 YUKON CIR  
BLOOMINGTON IL 61705

ROBERT GALLOWAY  
6 YUKON CIRCLE  
BLOOMINGTON IL 61705

KENDALL J & SUZANNE M SHEETS  
8 YUKON CIRCLE  
BLOOMINGTON IL 61705

JAMES HAAS  
10 Yukon Cir  
BLOOMINGTON IL 61705

SAMUEL DOUGLASS  
12 YUKON CIR  
BLOOMINGTON IL 61705

JEFFREY ANCELET  
55 Yukon Cir  
BLOOMINGTON IL 61705

AUCTUS LLC  
1413 LESLIE DR  
BLOOMINGTON IL 61704

JOHN SPRINKER  
13 Yukon Cir  
BLOOMINGTON IL 61705

WILLIAM & DIANA DUCETT  
55 YUKON CIR  
BLOOMINGTON IL 61705

KENNETH & ROSE FRIZZELL KELLER  
2 YUKON CIR  
BLOOMINGTON IL 61705

MICHAEL B & EVANNA R HILFRINK  
45 YUKON CIR  
BLOOMINGTON IL 61705

KYLE RAVE  
13 THOMAS DR  
NORMAL IL 61761

DAVID J & DEANNA S WARNER  
35 YUKON CIR  
BLOOMINGTON IL 61705

KURT SIEVERS  
15 Yukon Cir  
BLOOMINGTON IL 61705

IRIS CAINES  
31 Yukon Cir  
BLOOMINGTON IL 61705

LAWRENCE FLYNN  
52 YUKON CIR  
BLOOMINGTON IL 61705

FIRST FARMERS STATE BANK  
4001 GE ROAD  
BLOOMINGTON IL 61704

MICHAEL KILEY  
29 Yukon Cir  
BLOOMINGTON IL 61705

LINDA ANN UMBRIGHT  
50 YUKON CIR  
BLOOMINGTON IL 61705

ROBERT & LAURA NICKRENT  
46 YUKON CIR  
BLOOMINGTON IL 61705

ELAINE JOHNSON  
47 YUKON CIR  
BLOOMINGTON IL 61705

SCOTT & MARY HARRISON  
41 YUKON CIR  
BLOOMINGTON IL 61705

DWAYNE & DONNA HARRIS  
17 YUKON CIR  
BLOOMINGTON IL 61705

KATHERINE A& JEAN M THILMANY  
19 YUKON CIRCLE  
BLOOMINGTON IL 61704

SUSAN FISCHER  
3 SUN POINTE CT  
BLOOMINGTON IL 61704

Willis Berry  
48 Yukon Cir  
BLOOMINGTON IL 61705

BLOOMINGTON TOWANDA RD SERIES  
RHP INVESTMENTS LLC  
2402 S 18TH ST  
CHARLESTON IL 61902

SHARON MCCAIIA  
51 YUKON CIR  
BLOOMINGTON IL 61704

WILLIAM RUDOLPH  
4 Yukon Cir  
BLOOMINGTON IL 61705

WILLIS E JR & STACY MARSHALL KERN  
14 YUKON CIR  
BLOOMINGTON IL 61705

MICHELLE MARSH  
28 INGLEWOOD LN  
BLOOMINGTON IL 61704

RICHARD LONG  
37 Yukon Cir  
BLOOMINGTON IL 61705

HARVEY WALTER  
21 Yukon Cir  
BLOOMINGTON IL 61705

CHARLES RAY JOHNSON  
23 Yukon Cir  
BLOOMINGTON IL 61705



ROBERT TERFRUCHTE  
27 YUKON CIR  
BLOOMINGTON IL 61705

MARTHA FEENEY  
25 YUKON CIR  
BLOOMINGTON IL 61705

NORTHSIDE CHURCH OF CHRIST  
1908 N TOWANDA BARNES RD  
BLOOMINGTON IL 61704

ROBERT & LINDA BALL  
3 YUKON CIR  
BLOOMINGTON IL 61705

RONALD & LINDA KINDER  
1 Yukon Cir  
BLOOMINGTON IL 61705

KATHLEEN COX  
3906 RAVE ROAD  
BLOOMINGTON IL 61704

WILLARD & ELEANOR WOODWARD  
2004 ESCALADE RD  
BLOOMINGTON IL 61705

NANCY SHARP  
2006 ESCALADE RD  
BLOOMINGTON IL 61705

SUSAN GILBERT  
2008 ESCALADE RD  
BLOOMINGTON IL 61705

TIMOTHY S & DIANA J VAN HYNING  
2010 ESCALADE RD  
BLOOMINGTON IL 61705

CYNTHIA NORTON  
2012 ESCALADE RD  
BLOOMINGTON IL 61705

ALICE KAY LAMBERT  
2014 ESCALADE RD  
BLOOMINGTON IL 61705

DORIS & GARY NOLDER  
2016 ESCALADE RD  
BLOOMINGTON IL 61705

JEANETTE CARNEY  
2018 ESCALADE RD  
BLOOMINGTON IL 61705

ARK VI LLC  
202 N PROSPECT STE 202  
BLOOMINGTON IL 61704

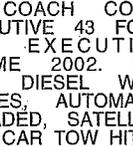
**Motorhomes**



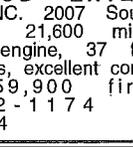
Common Daybreak  
Air Condition,  
Leveling, 2 Tip  
6, 14,400 miles,  
Trailer, New Cover  
eye. Good condition,  
appreciate.  
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2008 Forest River.  
8526 RLS classic  
29.5 ft., torsion  
easy to pull with a  
pick up.  
slides in living area.  
Interior. \$11,900  
309-825-2113



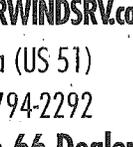
**MOTOR COACHES -  
COACH CORP.  
EXECUTIVE 43 FOOT  
EXECUTIVE  
2002. 500  
DIESEL WITH  
AUTOMATIC  
SATELLITE  
CAR TOW HITCH  
AQUA HOT  
SLIDE OUTS, NEW  
NO PETS, NON  
WASHER,  
NEW BATTERIES  
OR THE ROAD. CAN  
AT 1500 EAST  
SPRINGFIELD, IL  
PRICE \$80,000.00  
2004 OR EMAIL  
ngfieldvan.com**



**WOOD ENTER-  
INC. 2007 South-  
only 21,600 miles,  
engine, 37 foot  
slides, excellent condi-  
\$59,900 firm.  
72-1174 or  
2124**



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el Trailer, 33', 1 slide,  
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OURWINDSRV.com



**OURWINDSRV.com**  
Maroa (US 51)  
217-794-2292  
oute 66 Dealer

**Campers & Motorhomes**



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3300SK 5th wheel, 3 slides, 35',  
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www.FOURWINDSRV.com



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28BRS travel trailer, 32',  
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www.FOURWINDSRV.com



**Heartland-2013 North Trail**  
22FBS travel trailer.  
\$17,995 • E. Peoria • 800-528-9787  
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**Hi-Lo 2000 220L Classic.** New ti-  
res & awning, accessories.  
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trailer, 25', 1 slide,  
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**Jayco-2017 23RB Jay Flight**  
travel trailer, 27'2",  
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www.FOURWINDSRV.com



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Travel Trailer, 37'6", 3 slides,  
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**KEYSTONE 2016 Sprinter,** 29'  
two slides, remote power eve-  
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hitch, priced to sell, \$20,000  
Call for details (217) 979-7195.

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Conditioning, heater, indoc-  
/outdoor stove and grill, 3-wa-  
refrigerator, cassette, toilet  
/shower, new tires, sleeps  
7...Nice. Below NADA value.  
\$4,200. Call 309-824-3487

**Motorcycles/ATV/Golf Carts**

**2004 KAWASAKI NOMAD 150**  
Excellent condition, must see  
Lots of extras, 1500 c.c. fuel  
injected with 5 speed trans-  
mission, shaft drive. 2 owners.  
Under 37K miles, Vance and  
Hines true duals. BAK intake-  
must see to appreciate.  
\$5000/best reasonable offer.  
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**Motorcycles/ATV/Golf Carts**

**HARLEY DAVIDSON 2003**  
100th Anniversary Edition Fat  
Boy! This is a must see bike  
that is in excellent condition  
with low mileage (24,300) and  
some very nice custom addi-  
tions. Vance & Hines straight  
pipes, custom detachable sad-  
dle pipes, luggage rack  
/backrest, 100th Anniversary  
windshield, Harley Davidson  
beach bar handle bars with in-  
ternal wiring, buckshot styling-  
heel/toe shifter, brake levers,  
shifting linkage, footboards,  
mirrors, custom single bar  
footrest/highway bar, touring  
headlamps, additional equip-  
ment such as helmet, rain  
gear, cover, travel bag in-  
cluded, \$10,000. or best offer.  
217-433-1078 Niantic, IL.

**Public Notices**

20895717  
CITY OF BLOOMINGTON  
PUBLIC HEARING NOTICE  
Public Notice is hereby given  
that the Bloomington Planning  
Commission, will hold a public  
hearing on Wednesday, July  
26, 2017 at 4:00 p.m. in the  
City Council Chambers, City  
Hall, 109 E. Olive St., Bloom-  
ington, IL.  
The Petition filed by: RHP In-  
vestments, LLC - Bloomington  
Towanda Rd Series, request-  
ing approval of Revision #2 A  
Portion of the Eagle View  
South Subdivision Preliminary  
Plan, for property commonly lo-  
cated southwest corner of Col-  
lege Ave. and Hershey Rd.  
consisting of approximately  
15.84 acres, more or less.

Legal Description:  
EAGLE VIEW SOUTH COM-  
MERCIAL SUBDIVISION, A  
SUBDIVISION OF A PART OF  
LOT 4 IN BARNES SUBDIVI-  
SION OF SECTION 29 AND A  
PART OF THE ORIGINAL  
TOWN OF BARNES, ALL BE-  
ING A PART OF THE SOUTH-  
WEST QUARTER OF SEC-  
TION TWENTY-NINE (29),  
TOWNSHIP TWENTY-FOUR  
(24) NORTH, RANGE THREE  
(3) EAST OF THE THIRD  
PRINCIPAL MERIDIAN,  
MCLEAN COUNTY, ILLINOIS,  
THE PLAT OF WHICH IS RE-  
CORDED AS DOCUMENT  
NUMBER 2016-00020559 AT  
THE MCLEAN COUNTY  
RECORDER'S OFFICE, EX-  
CEPTING THE 0.673 ACRE  
DEDICATED FOR TOWANDA  
BARNES ROAD RIGHT OF  
WAY.

All interested persons may  
present their views upon such  
matters pertaining thereto.  
Said Petition and all accom-  
panying documents are on file  
and available for public inspec-  
tion in the Office of the City  
Clerk at 109 E. Olive St.,  
Bloomington, IL.  
In compliance with the Ameri-  
cans with Disabilities Act and  
other applicable federal and  
state laws, the hearing will be  
accessible to individuals with  
disabilities. Persons requiring  
auxiliary aids and services  
should contact the City Clerk,  
preferably no later than five  
days before the hearing. The  
City Clerk may be contacted ei-  
ther by letter at 109 E. Olive  
Street, Bloomington, IL 61701,  
or by telephone at  
309-434-2240 or via email at  
cityclerk@cityblm.org. The  
City Hall is equipped with a text  
telephone (TTY) that may also  
be reached by dialing  
309-829-5115.  
Cherry L. Lawson, CMC  
City Clerk  
Published in the Pantagraph:

**Public Notices**

40 Ton - Cover Ct Agg CA-14;  
15 Ton - Seal Ct Agg  
CA-15/16; Other Misc Related  
Items

**There is no fee for the  
following Proposal Packet.  
Pre-qualification is required.  
2017 Non-MFT / TBP  
CONSTRUCTION SECTION:  
Martin RD**

**Sec 15-22140-00-BR  
Cristy BR**  
Some Items Include: 250 Cu  
Yd - Earth Exc; 790 Sq Yd -  
Gnd Sib Geosynthetic; 594  
Ton - Agg Bse Cse Ty B (Spl);  
92 Ton - Agg Shld Ty B (Spl);  
21,600 Lbs - Rebar Epoxy Ct;  
66 Ft - Steel Railing Ty S1;  
159.6 Cu Yd - Conc Box Culv;  
100 Ft - SS (Spl) 15"; 559 Ton  
- Porous Gran Emb (Spl); 162  
Ton - Porous Gran Bkfill (Spl);  
352 Ton - Stone Riprap Cl A4  
(Spl); Other Misc Related Items  
Proposals may be had by ap-  
plying on line to <http://www.mcleancountyil.gov/index.aspx?NID=1027> or at the McLean  
County Highway Department  
Office, 102 S Towanda Barnes  
Rd, Bloomington, IL 61705.  
McLean County, Danvers, &  
Martin RD reserves the right to  
reject any and all proposals  
and to waive technicalities.  
All Bidders Authorization  
Forms MUST be Completed &  
on file with the McLean County  
Highway Department prior to  
12:00pm (noon), July 24, 2017.  
Jerry Stokes, County Engineer,  
McLean County, IL

**20896254  
THE CONSOLIDATED ANNUAL  
PERFORMANCE AND  
EVALUATION REPORT  
(CAPER)**

City of Bloomington,  
Community Development  
Block Grant Annual Report  
On Wednesday, July 12, 2017 a  
draft of the Consolidated An-  
nual Performance and Evalua-  
tion Report for the City of  
Bloomington's Community De-  
velopment Division's Program  
Year 42 (May 1, 2016 - April  
30, 2017) will be available for  
public review and citizen com-  
ments. The document will be  
available between 7:30 am -  
4:30 pm Monday - Friday at the  
Community Development Divi-  
sion at 115 E. Washington St.,  
Government Center 2nd floor  
and the City Clerk's Office at  
Bloomington City Hall, 109 E.  
Olive St., Bloomington, Mon-  
day - Friday 8:00 am - 5:00 pm.  
It will also be available on the  
city's website, [www.cityblm.org](http://www.cityblm.org), and at the Bloomington  
Public Library, 205 E. Olive St.,  
Bloomington during their nor-  
mal business hours. Citizens  
are encouraged to provide writ-  
ten comments to the Commu-  
nity Development Division by  
Friday, July 28, 2017 at 1:00  
pm.

A public hearing will be held on  
Friday, July 28 at 12:00 pm in  
the Hepperly Conference  
Room, located in the Planning  
and Code Enforcement Depart-  
ment, 2nd Floor of the Govern-  
ment Center, 115 E. Washing-  
ton St. Bloomington.  
Questions regarding this report  
should be directed to Jennifer  
Toney, Grants Coordinator at  
309-434-2342 or email  
jtoney@cityblm.org.

**20896540  
PUBLIC NOTICE  
TREE TRIMMING ACTIVITIES  
IN BLOOMINGTON, ILL.**

7.11.17



## REGULAR AGENDA ITEM NO. 8E

FOR COUNCIL: August 28, 2017

**SUBJECT:** Presentation on the proposed Streets Master Plan

**RECOMMENDATION/MOTION:** Presentation and discussion only.

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

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

### **BACKGROUND:**

The City of Bloomington contracted Hanson Professional Services Inc. to analyze and evaluate a list of potential transportation improvements that could also serve as a 20-year capital plan. Additionally, the plan will increase awareness of the economic benefits of transportation system maintenance and comprehensive planning. The plan was developed in order to achieve the following infrastructure planning goals:

Critical to infrastructure planning is the recommendation and prioritization of improvements that provide the most economic benefit to the public, fulfill commitments in existing agreements, maintain adequate levels of service on the existing transportation system, and continue to encourage economic growth. Quantifiable benefits of strategic transportation infrastructure planning include reduction in life-cycle costs, balance between projected travel demand and capacity, reduction in travel time and traffic congestion, and implementation of improvements that increase safety and reduce crashes.

The City of Bloomington provided the initial list of roadway projects, most of which were already included in the City's 50-year long-range transportation plan (LRTP). The project list included both improvements to existing roadways and new roadway alignments. To supplement that list, Hanson reviewed the City-wide pavement condition ratings to identify locations where maintenance or reconstruction may be required in the near future. The list of potential projects was presented at a public meeting and feedback was solicited. Specifically, the public was asked to provide input on which projects they perceived to be a high priority, as well as if any projects not included in the list should be considered in the master planning effort. A total of 27 projects were identified.

## Roadway and Intersection Projects

The following are the 20 existing roadway and intersection projects identified:

- Airport Road
- Bunn Street
- Emerson Street
- Euclid Avenue / Brown Street
- Fox Creek Road
- Fox Creek Road Bridge
- Fort Jesse Road (East & West)
- General Electric Road / Keaton Place
- Hershey Road / Arrowhead Drive
- Hershey Road / Clearwater Avenue
- Ireland Grove Road / Towanda Barnes Road
- Lafayette Street
- Lutz Road
- Oakland Avenue (East & West)
- Seminary Avenue
- Six Points Road
- Washington Street
- Woodrig Road

The following are the seven new roadway alignment projects identified:

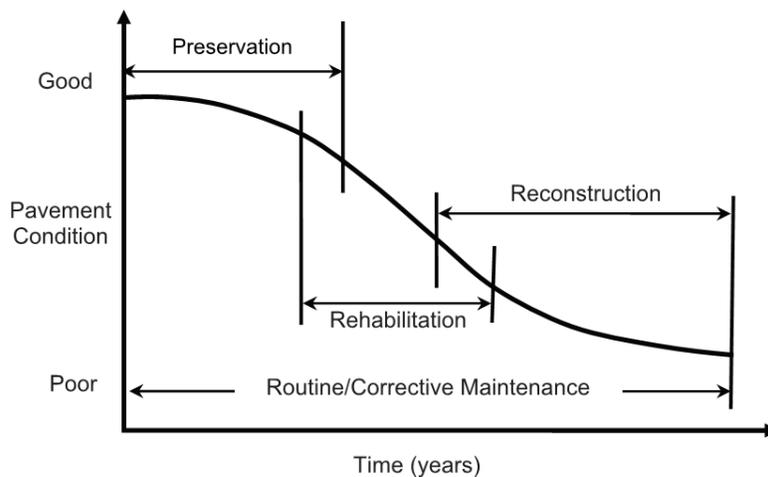
- Hamilton Road (East & West)
- Hershey Road
- Mitsubishi Motorway
- Martin Luther King Jr. Drive
- Oakland Avenue Interchange
- Wylie Drive

## Pavement Management Strategies

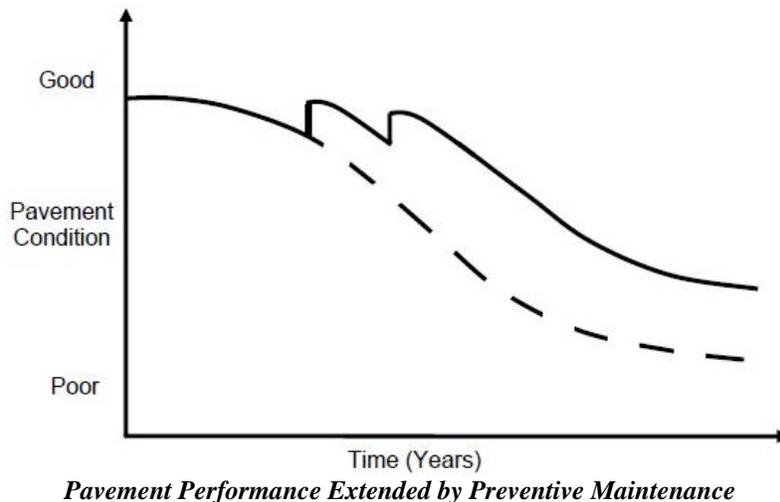
The Streets Master Plan also addresses the issue of pavement management strategies. A good pavement management strategy would have three management steps that each roadway would go through. They include:

- Pavement Preservation,
- Pavement Rehabilitation, and
- Pavement Reconstruction.

The following figures outline when preservation, rehabilitation, and reconstruction activities should take place and how a good pavement management strategy can extend the useful life of a pavement.



*Relationship Between Pavement Condition and Typical Types of Treatment*



The Streets Master Plan recommends the continued use of the PASER rating inventory to prioritize roadway maintenance, as summarized below:

- Reconstruct roadways with a PASER rating of 4 or lower (Pavement Reconstruction).
- Apply an asphalt overlay on roadways with a PASER rating of 5 (Pavement Rehabilitation).
- Perform crack repairs on roadways with a PASER rating of 6 (Pavement Preservation).
- Perform crack repairs on roadways with a PASER rating of 7 (Pavement Preservation).

The City of Bloomington resurfacing program does not have enough funding to allow for the reconstruction of roadways as recommended by the Streets Master Plan. In fact, the current City staff recommendation is to double the resurfacing funding amount to provide for the service level of arterial roads at a PASER rating of 5, collector roads at a PASER rating of 4, and local roads at a PASER rating of 3.

#### Pavement Preservation

The City of Bloomington currently performs pavement preservation on City streets throughout the community to maximize the life span of roadways for the lowest amount of capital expenditure. On August 14, 2017, the City Council approved the annual pavement preservation program, which includes reclamite and C85 preservative treatments. Reclamite is an IDOT – Illinois Department of Transportation approved treatment.

Crack filling is another treatment that can be used in pavement preservation. At the present time, the City does not have the equipment nor the staffing to provide crack filling operations during the key times of a pavement's life. In order to add crack-filling operations, the City would need to hire two additional full-time employees and purchase a trailer-mounted tar kettle and applicator. Studies have shown mixed results regarding the long term benefits of crack filling and the overall return on investment.

#### **Public Input**

On December 4, 2014, a public meeting was held at the City Council Chambers. The purpose of the meeting was to obtain public input and refine the list of potential roadway projects to be

included in the prioritization. The graph summarizes the projects perceived as a high priority to the City constituents and number of recommendations those projects received through submitted comments, both at the meeting and afterwards. As shown, the Lutz Road reconstruction project received the most recommendations as the highest priority project, followed by the Euclid Avenue / Brown Street intersection realignment project. Note, the support for the Lutz Road project reflects a very active constituency at the Luther Oaks retirement community.

In addition to the comments received in support of the projects shown, several negative comments were received regarding the Oakland Avenue Interchange project. The comments generally indicated anecdotally that the interchange is not necessary based on existing traffic volumes. An Interchange Type and Design Study (ITDS) and Access Justification Report will be required to determine if an interchange is justified, and if so, what configuration is most appropriate.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Public input gathered at a meeting held on December 4, 2014.

**FINANCIAL IMPACT:** Approval of the Streets Master Plan or moving forward with the Streets Master Plan with the intention of getting it approved would not directly result in a financial impact. However, moving forward with projects within the master plan would have a financial impact. Those projects will need to be budgeted and approved by the City Council on an individual basis.

**COMMUNITY DEVELOPMENT IMPACT:** N/A

Link to Comprehensive Plan/Downtown Plan Goals: N/A

Respectfully submitted for Council consideration.

Prepared by: Michael Hill, Public Works Administration

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: Jeffrey R. Jurgens, Corporation Counsel

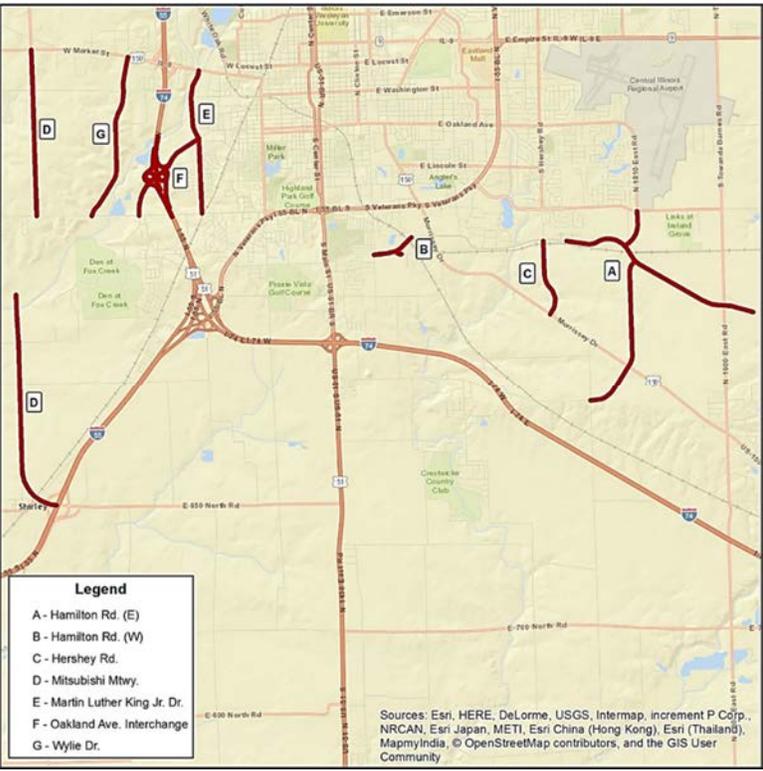
Recommended by:



David A. Hales  
City Manager

**Attachments:**

- PW 1B PLAN DOCUMENT Streets Master Plan 08122017



# Bloomington Streets Master Plan

February 16, 2017

Prepared by:

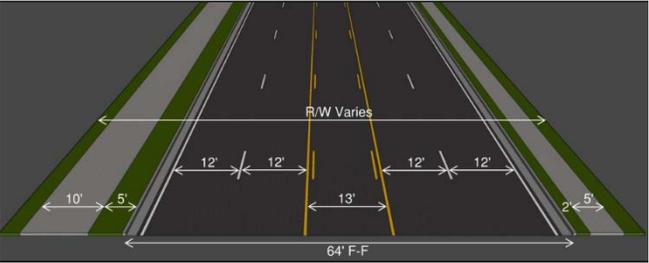


Figure 4 - Airport Road Proposed Typical Section

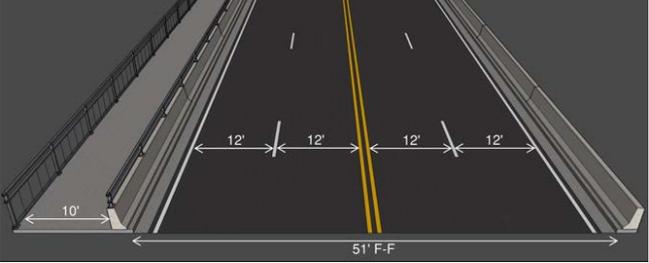


Figure 14 - Fox Creek Road Bridge Proposed Typical Section

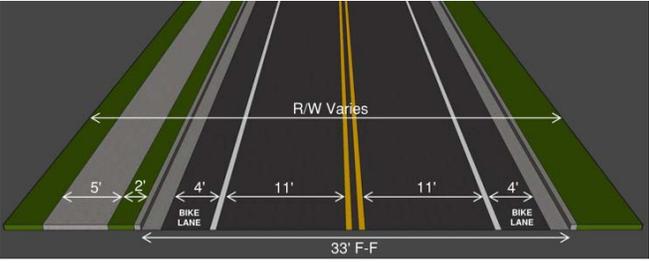


Figure 6 - Bunn Street Proposed Typical Section





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## 1.0 Introduction

Critical to infrastructure planning is the recommendation and prioritization of improvements that provide the most economic benefit to the public, fulfill commitments in existing agreements, maintain adequate levels of service on the existing transportation system, and continue to encourage economic growth. Quantifiable benefits of strategic transportation infrastructure planning include reduction in life-cycle costs, balance between projected travel demand and capacity, reduction in travel time and traffic congestion, and implementation of improvements that increase safety and reduce crashes.

In order to achieve these infrastructure planning goals, the City of Bloomington contracted Hanson Professional Services Inc. to analyze and evaluate a list of potential transportation improvements that could also serve as a 20-year capital plan. Additionally, the plan will increase awareness of the economic benefits of transportation system maintenance and comprehensive planning.

### 1.1 Identification of Projects

The City of Bloomington provided the initial list of roadway projects, most of which were already included in the City's 50-year long-range transportation plan (LRTP). The project list included both improvements to existing roadways and new roadway alignments. To supplement that list, Hanson reviewed the City-wide pavement condition ratings to identify locations where maintenance or reconstruction may be required in the near future. The list of potential projects was presented at a public meeting and feedback was solicited. Specifically, the public was asked to provide input on which projects they perceived to be a high priority, as well as if any projects not included in the list should be considered in the master planning effort. A total of 27 projects were identified.

The following are the 20 existing roadway and intersection projects identified and included herein:

- Airport Road
- Bunn Street
- Emerson Street
- Euclid Avenue / Brown Street
- Fox Creek Road
- Fox Creek Road Bridge
- Fort Jesse Road (East & West)
- General Electric Road / Keaton Place
- Hershey Road / Arrowhead Drive
- Hershey Road / Clearwater Avenue
- Ireland Grove Road / Towanda Barnes Road
- Lafayette Street
- Lutz Road
- Oakland Avenue (East & West)
- Seminary Avenue
- Six Points Road
- Washington Street
- Woodrig Road

The following are the seven new roadway alignment projects identified and included herein:

- Hamilton Road (East & West)
- Hershey Road
- Mitsubishi Motorway
- Martin Luther King Jr. Drive
- Oakland Avenue Interchange
- Wylie Drive

### 1.2 Methodology

The following describes the methodology used to objectively compare and prioritize the projects analyzed herein.

### Benefit of Safety Improvements

The safety of roadway users is a significant component of traffic and transportation engineering. Costs and calculations related to injury and fatality crashes do not convey the complete picture of the losses suffered. However, they do provide quantifiable measurements that assist in reducing both human and monetary costs of crashes as well as setting roadway improvement project priorities.

To compare the relative safety of an existing transportation facility and the proposed improvement, the Highway Safety Manual (HSM) procedures were used. The HSM was developed by The American Association of State Highway and Transportation Officials (AASHTO) and published in 2010. Including property damage, lost productive time, emergency response expenses, medical bills, and other associated costs, the HSM states that in 2005, each fatal or injury (FI) crash costs society \$158,200 and each property damage only (PDO) crash costs society \$7,400. To account for two percent (2%) annual inflation from 2005 to 2015, values of \$192,845 and \$9,020 were used herein for FI and PDO crashes, respectively. The applied benefit of each project was the expected cost of the crashes prevented by the improvements.

The benefit of safety methodology described above is not directly applicable to the new roadway alignment projects. For the new alignment projects, all crashes within the City limits, from 2009 to 2011, and the total vehicle miles traveled (VMT) for the “no-build” scenario of the regional travel demand model (TDM; discussed below and in Appendix B) were used to calculate an overall City-wide crash rate. The increase/decrease in VMT for each new alignment project was then used to determine the corresponding expected increase/decrease in the crash rate. The societal crash costs above for FI and PDO crashes were then applied to the expected crash rate to estimate the safety benefit for each of the new alignment projects.

Additional information regarding the Benefit of Safety Improvements methodology can be found in Appendix A.

### Benefit of Preventing Adverse Travel

When a road or bridge is closed, adverse travel is experienced by the user, and certain costs are associated with the added distance and time it takes to detour around the roadway closure. However, it is unfair to claim the benefit of keeping a road open in 2015, if the road is expected to stay open without improvements until 2025. Therefore, the benefit of preventing adverse travel for a roadway was not claimed until the existing pavement condition is projected to fail, and the benefit/cost ratio represents the value of replacing a roadway in the year the pavement will fail. For a bridge, pavement condition is not the limiting factor and there is no industry standard for expected failure based on sufficiency ratings. So, the failure date for bridges was assumed to be 2015 and the benefit/cost ratio represents the value of replacing a bridge right before it must be closed. The City-wide TDM was used to determine the increase in VMT and vehicle hours traveled (VHT) if the road or bridge is closed. The costs associated with adverse travel include:

- \$15 per hour for passenger vehicle time
- \$50 per hour for truck time
- \$0.575 per mile
- 0.000025 tons of Volatile Organic Compound (VOC) pollutants per hour at \$1,813 per ton
- 0.000005 tons of Nitrogen Oxide (NOx) pollutants per hour at \$7,147 per ton

Values for passenger vehicle time, truck time, VOC pollutants, and NOx pollutants are the values recommended for use in the US Department of Transportation (USDOT) TIGER Grant Program, and the mileage value is the 2015 Internal Revenue Service (IRS) mileage rate. Additional information regarding the Benefit of Preventing Adverse Travel methodology can be found in Appendix B.

The preceding methodology applies to the improvements proposed for the existing roadway projects. For the new roadway alignment projects, the benefit of preventing adverse travel was determined by the same methodology, only reverse scenarios. In other words, instead of comparing the base model conditions to the network conditions with a roadway or bridge closed, the new roadway alignments were added to the travel demand model to determine the adverse travel (VMT and VHT) “saved” by having the new roadway open.

### Economic Development Benefits

The economic development benefits of the proposed improvements to existing roadways and the new roadway alignments were provided by the City of Bloomington, and benefits for each project are provided in Section 2.0. In general, economic development benefits include improved connectivity to neighborhoods, businesses, and employment centers; enhancement of the area appearance; and encouraging investment in surrounding properties. In the case of the new roadway alignments, an additional benefit is providing access to properties that were not previously accessible, which is anticipated to encourage development and provide new development opportunities. As described in more detail below, economic development benefits herein are qualitative, not quantitative.

Development in the City is guided by the Bloomington Comprehensive Plan (BCP), of which 2015 is the latest version. Chapter 11 of the BCP, Future Growth & Land Use, directs implementation of the goals and objectives in the BCP, and it provides guidance on future development in the greater Bloomington area through a land use plan. “The land use plan is advisory in nature, but provides guidelines for City staff, the Bloomington Planning Commission, and the City Council in considering development proposals.” The land use plan also provides guidance by establishing development priority areas, which are divided into four tiers as described below (see the BCP for additional information).

- Tier I Development Priority Area – “Includes vacant and underutilized land for infill development or redevelopment within the City, unincorporated land surrounded by incorporated areas, and areas platted for future development of existing subdivisions but not yet built out to completion.”
- Tier II Development Priority Area – “Land immediately adjacent to the City’s incorporated area, and with access to all City services.”
- Tier III Development Priority Area – “Land adjacent to incorporated areas but with limited City services.” “Development in these areas would require additional infrastructure investment.”
- Future Use – “Land not contiguous to incorporated areas and/or without access to critical City services.”

### Construction & Maintenance Costs

The City utilizes the methodology presented in the PASER Manual (Transportation Information Center, University of Wisconsin-Madison) to assess pavement condition. The PASER Manual describes the various types of surface defects and provides a simple method to rate pavement condition by visual inspection. Key to the success of managing roads is the initial inventory and assessment, periodically updating the condition inventory, and using the condition evaluations to assist with the prioritization of improvement projects. An overview of the PASER ratings, corresponding description of conditions, and

sample photos are provided in Figure 1. The current PASER rating for each project herein was provided by the City.

Surface Rating	Visible Distress	General Condition / Treatment Measures	Example
10 Excellent	None.	New construction.	
9 Excellent	None.	Recent overlay. Like new.	
8 Very Good	No longitudinal cracks except reflection of paving joints. Occasional transverse cracks, widely spaced (40' or greater). All cracks sealed or tight (open less than 1/4").	Recent sealcoat or new cold mix. Little or no maintenance required.	
7 Good	Very slight or no raveling, surface shows some traffic wear. Longitudinal cracks (open 1/4") due to reflection or paving joints. Transverse cracks (open 1/4") spaced 10' or more apart, little or slight crack raveling. No patching or very few patches in excellent condition.	First signs of aging. Maintain with routine crack filling.	
6 Good	Slight raveling (loss of fines) and traffic wear. Longitudinal cracks (open 1/4"- 1/2"), some spaced less than 10'. First sign of block cracking. Slight to moderate flushing or polishing. Occasional patching in good condition.	Shows signs of aging. Sound structural condition. Could extend life with sealcoat.	
5 Fair	Moderate to severe raveling (loss of fine and coarse aggregate). Longitudinal and transverse cracks (open 1/2") show first signs of slight raveling and secondary cracks. First signs of longitudinal cracks near pavement edge. Block cracking up to 50% of surface. Extensive to severe flushing or polishing. Some patching or edge wedging in good condition.	Surface aging. Sound structural condition. Needs sealcoat or thin non-structural overlay (less than 2").	
4 Fair	Severe surface raveling. Multiple longitudinal and transverse cracking with slight raveling. Longitudinal cracking in wheel path. Block cracking (over 50% of surface). Patching in fair condition. Slight rutting or distortions (1/2" deep or less).	Significant aging and first signs of need for strengthening. Would benefit from a structural overlay (2" or more).	
3 Poor	Closely spaced longitudinal and transverse cracks often showing raveling and crack erosion. Severe block cracking. Some alligator cracking (less than 25% of surface). Patches in fair to poor condition. Moderate rutting or distortion (1" or 2" deep). Occasional potholes.	Needs patching and repair prior to major overlay. Milling and removal of deterioration extends the life of overlay.	
2 Very Poor	Alligator cracking (over 25% of surface). Severe distortions (over 2" deep). Extensive patching in poor condition. Potholes.	Severe deterioration. Needs reconstruction with extensive base repair. Pulverization of old pavement is effective.	
1 Failed	Severe distress with extensive loss of surface integrity.	Failed. Needs total reconstruction.	

\* Ratings, descriptions, & photos from PASER Manual for Asphalt Roads (Transportation Information Center, University of Wisconsin-Madison, 2002).

**Figure 1 - PASER Manual Rating System**

The City's existing roadway inventory consists of both asphalt and concrete surfaces. Concrete construction can be more expensive than asphalt, but concrete generally has a longer lifespan and can require less frequent maintenance. With both concrete and asphalt, the roadway surface generally shows wear slower early and late in its useful life, but faster during the middle of its life.

The City has found through experience that the asphalt roadways constructed within their limits have nearly the same lifespan as concrete roadways. Therefore, Hanson assumes all projects herein will be constructed with asphalt. Further, pavement lifecycle analyses assume roadways will need an asphalt overlay every 13 years and reconstruction every 40 years.

The construction cost estimates were prepared using the draft quantities for major pay items, including hot-mix asphalt (HMA), aggregate base, storm sewer, trench backfill, curb & gutter, sidewalk, drainage structures, traffic signal installation, intersection lighting, and bridge costs (if applicable). Recent bid prices received for Illinois Department of Transportation (IDOT) and Hanson projects were used to determine appropriate unit costs associated with each major pay item. In addition, contingency factors were assigned to account for proposed construction items not included in the major pay items. The contingency factor will cover construction items including existing roadway removal items (pavement removal, sidewalk removal, and curb/gutter removal), erosion control, pavement striping, earthwork greater than two feet from existing, etc. A contingency factor of 30% was used for widening projects and 40% was used for reconstruction projects. Construction cost estimates are provided for each project in the following sections and include the costs for Phase I and II engineering services. Costs that are unpredictable in nature are not included in these estimates. These costs include any negotiations with public or private stakeholders.

### Benefit/Cost Analysis

A benefit/cost (B/C) analysis provides a methodology to compare the relative importance of multiple projects with varying construction cost. Generally, a B/C ratio greater than one indicates the project benefits outweigh the project cost. The B/C analyses herein consider the following costs: initial construction cost, maintenance costs and frequency, and salvage value. The benefits considered include the following: adverse travel savings, pollution savings, and societal savings as a result of safety improvements (i.e. reduction in crashes). Additional information on the components of the B/C analyses can be found in Appendix C.

### **1.3 Funding Options Summary**

The B/C analyses serve as a guideline for prioritizing roadway improvement projects for the City of Bloomington. However, a project with a higher B/C ratio does not necessarily need to be constructed before a project with a lower B/C ratio. For example, if funding assistance becomes available that is applicable to a project with a lower B/C ratio, the City should consider pursuing the funding opportunity to decrease the local cost share. The following summarizes typical funding options that may be available for the roadway improvement projects analyzed herein, and funding options specific to each project are included in Section 2.0.

### City of Bloomington General Funds

The City Council has the ability to allocate a portion of the collected city taxes to infrastructure improvement projects. The City Council can choose to spend these funds on any project or as the local match portion for projects using other funding opportunities. The City Council has the authority to

determine the amount of local funds available. General funds are appropriated to infrastructure improvement projects through the Bloomington Capital Improvement Fund.

### Bonding

The City Council has the option to sell bonds to fund a project. Revenue from selling bonds could be available for use on any project.

### Motor Fuel Taxes (MTF)

The City of Bloomington is provided a representative portion of the state MFT collected each year. Additionally, the City has a Local MFT. The City can choose to spend these funds on any project herein, or use it as the local match portion of projects utilizing other funding opportunities.

### Surface Transportation Urban (STU)

Federal funds are distributed to the local governments represented within a metropolitan planning organization (MPO). The City of Bloomington is a member of the McLean County Regional Planning Commission, which competitively awards funds amongst projects within the Bloomington-Normal Urbanized Area.

### Surface Transportation Rural (STR)

STR is federal funds that is allotted to McLean County on an annual basis. Projects must be outside the urbanized area; therefore, none of the projects herein are eligible for STR funds.

### Highway Bridge Program (HBP) Funds

The HBP provides federal funds for bridges that are structurally deficient and/or functionally obsolete, have a sufficiency rating of 50 or less, and are located on a public road.

### Illinois Major Bridge Program

IDOT dedicates 20% of its HBP funds for a Major Bridge Improvement Program. Projects eligible for the program must have a total cost of more than \$1 million.

### Transportation Investment Generating Economic Recovery (TIGER) Grant

TIGER is a federal discretionary grant program that is competitively awarded. The minimum award amounts applied for through TIGER grants are \$10 million for urban projects and \$1 million for rural projects. Rural projects are defined as “outside the urbanized area,” but all projects herein are located within the Bloomington-Normal Urbanized Area and are not eligible for rural funds.

### Highway Safety Improvement Program (HSIP)

HSIP is federal funding that is awarded competitively throughout the state based on the B/C ratio for the proposed safety improvements. The safety B/C ratios for the proposed projects herein have not been calculated, but the benefit of safety improvements have been calculated and can be used when applying for HSIP grants.

### Illinois Commerce Commission (ICC) Grade Crossing Protection Funds

ICC Grade Crossing Protection Funds are available to projects improving at-grade or grade-separated rail crossings. Funds could be used to improve existing crossings if train traffic were to increase.

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### Non-Traditional Options

With most competitively awarded state and federal funding options, a local agency match is required. The match must come from the agency's locally generated revenues, state MFT allocation, or privately generated funds. The local match varies between 10% and 40% of the total project cost. In order to have sufficient funding for large projects and as many projects as possible, the City could develop non-traditional funding sources, such as infrastructure banks and public/private partnerships (P3).

## 2.0 Improvements to Existing Facilities

The 20 projects described in this section consist of existing roadway segments and intersections that are proposed to be reconstructed, widened, and/or reconfigured. The location and approximate limits of each project are shown in Figure 2.

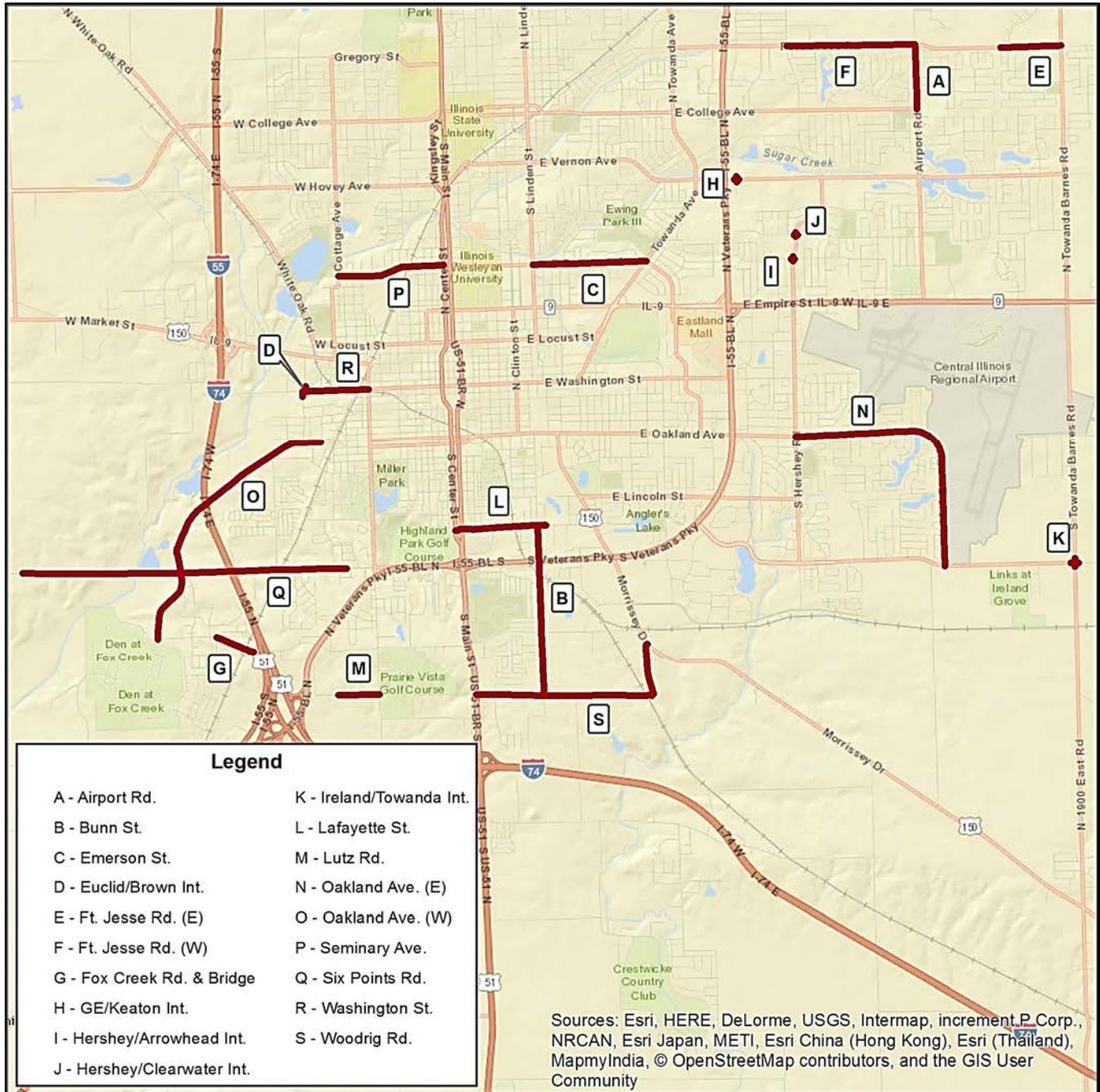


Figure 2 - Existing Roadway Projects

## 2.1 Airport Road – College Avenue to Ft. Jesse Road

The Airport Road project, about 0.5 miles in length and extending in a north-south orientation from College Avenue to Ft. Jesse Road, is located in the northeast portion of Bloomington. The project location and limits are shown in Figure 3.



Figure 3 - Airport Road Project

### Existing Conditions

Airport Road is classified as a Minor Arterial, with a speed limit of 40 mph and a 2009 annual average daily traffic (AADT) volume range of 6,600 to 8,800 vehicles. It is currently configured as a 3-lane roadway, with one lane in each direction and a two-way left-turn lane (TWLTL).

The intersection at College Avenue is signalized, all four approaches have left-turn lanes, and the westbound approach serves as the entrance to a health club. The intersection at Fort Jesse Road is all-way stop control (AWSC), all four approaches have left-turn lanes, and the southbound approach has a right-turn lane.

Lighting is present at both intersections and throughout the roadway segment. No bike lanes are present, but sidewalks are present along the west side of Airport Road throughout the project limits and along the east side of Airport Road from College Avenue to Ridge Crest Drive. Within the project limits,

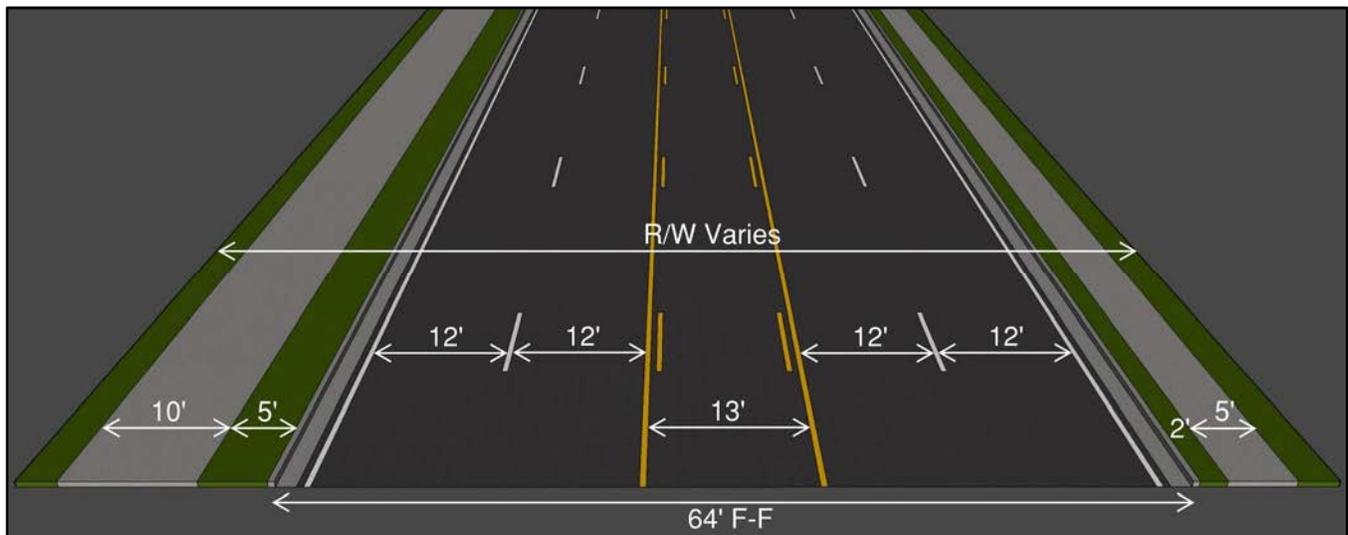
several residential driveways are present, as well as several streets that provide access to residential neighborhoods.

### Proposed Improvements

The Airport Road project entails widening the roadway from a 3-lane to a 5-lane configuration, which consists of adding one lane in each direction, for a total of two lanes in each direction. The existing TWLTL is proposed to remain, and the widened roadway will also have curb and gutter.

The City's Bicycle Master Plan (League of Illinois Bicyclists, 2015) recommends widening the sidewalk along the west side of Airport Road, and extending the sidewalk along the east side of Airport Road from Ridge Crest Drive to Ft. Jesse Road should be considered for continuity. Pedestrians will be accommodated with pedestrian signals and Public Right-of-Way Accessibility Guidelines (PROWAG) compliant ramps at all intersections.

The 2035 average daily traffic (ADT) volume is projected to be about 10,800 vehicles. This traffic volume does not necessarily warrant the additional lanes; however, many of the crashes occurring within this segment from 2009 to 2011 involved vehicles either entering or exiting driveways. The additional lane in each direction is anticipated to decrease the number of driveway-related crashes. The proposed roadway typical section is shown in Figure 4.



**Figure 4 - Airport Road Proposed Typical Section**

### Benefit of Safety Improvements

Although the additional lane in each direction is anticipated to decrease the number of driveway-related crashes on Airport Road, the safety benefits associated with the proposed improvements are not quantifiable through the methodology described in Section 1.2.

### Benefit of Preventing Adverse Travel

The closure of Airport Road, from College Avenue to Ft. Jesse Road, results in an increase of about 160 hours and 6,000 miles daily for users of the City roadway network. This increase equates to an annual adverse travel cost of about \$2,491,600 and an annual societal pollution cost of about \$4,800.

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### Economic Development Benefits

The widening project will improve the roadway capacity, enhance the neighborhood appearance, and encourage investment in surrounding properties. This project is adjacent to a Tier I BCP Development Priority Area.

### Construction & Maintenance Costs

The subject portion of Airport Road has a primarily concrete surface. The current PASER rating ranges from 4 to 7, with an overall rating of 6. Based on existing conditions, construction date, and/or maintenance history, the roadway is anticipated to require an asphalt overlay, reconstruction, and two more asphalt overlays during the next 50 years. The opinion of probable cost is \$4,861,600 with a life cycle cost approximated at \$5,606,500 .

### Benefit/Cost Analysis

Based on the anticipated safety benefits, adverse travel benefits, and construction and maintenance costs, the Airport Road project has an estimated B/C ratio of 23.15.

### Funding Options

The Airport Road project is likely eligible for the following funding options, as previously described in Section 1.3:

- Bloomington Capital Improvement Fund
- City of Bloomington Bonding
- State & Local MFT
- Federal STU Funds

## 2.2 Bunn Street – Woodrig Road to Lafayette Street

The Bunn Street project, about 1.35 miles in length and extending in a north-south orientation from Woodrig Road to Lafayette Street, is located in the south-central portion of Bloomington. The project location and limits are shown in Figure 5.

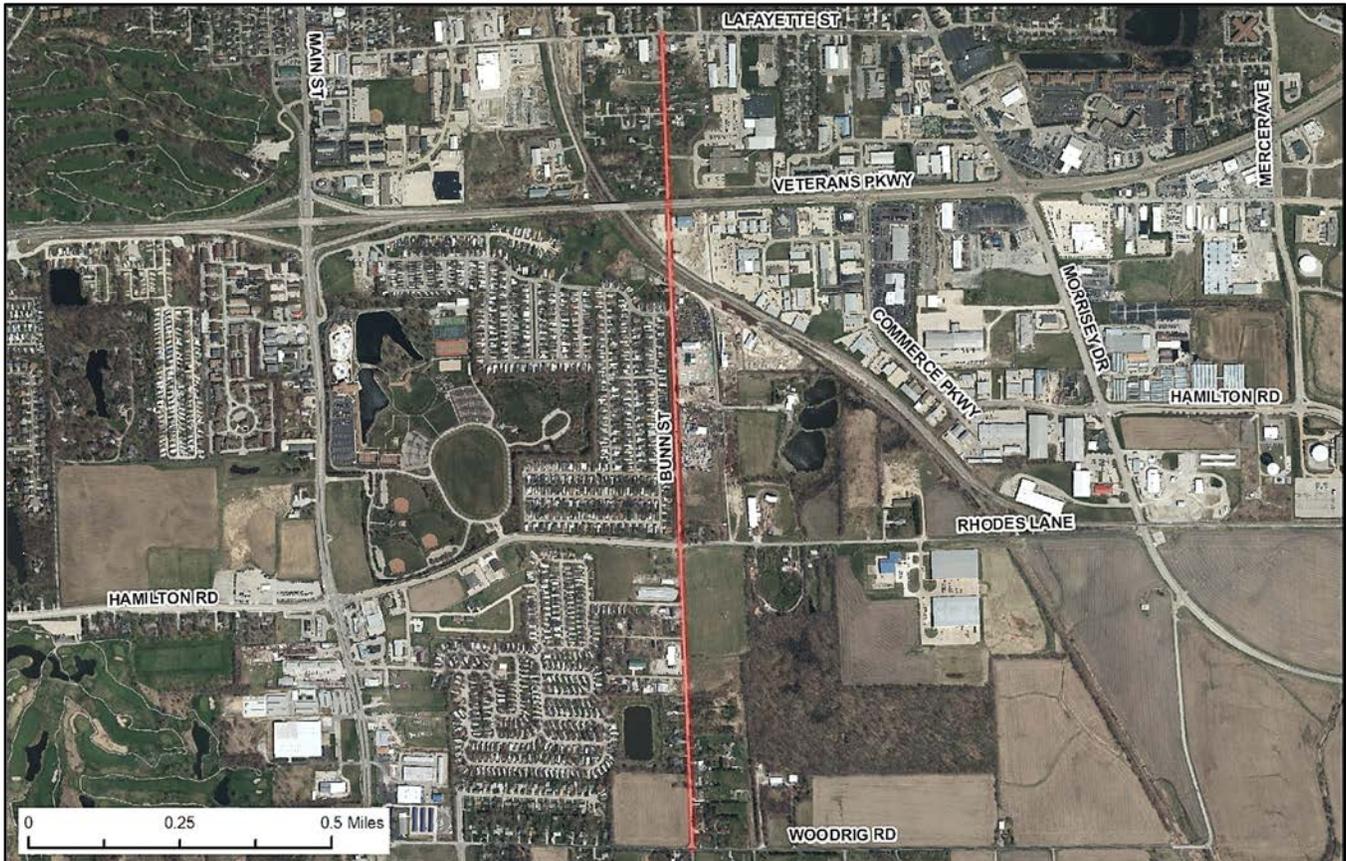


Figure 5 - Bunn Street Project

### Existing Conditions

Bunn Street is classified as a Major Collector, with a speed limit of 35 mph and a 2009 AADT volume range of 750 to 3,300 vehicles. It is currently configured as an undivided 2-lane roadway, with one lane in each direction.

The intersection at Woodrig Road is two-way stop control (TWSC) with Woodrig Road being the free-flow movement, and none of the approaches have turn lanes. The intersection at Hamilton Road is AWSC, and the eastbound and westbound approaches have left-turn lanes. The intersection at Lafayette Street is also AWSC, and none of the approaches have turn lanes.

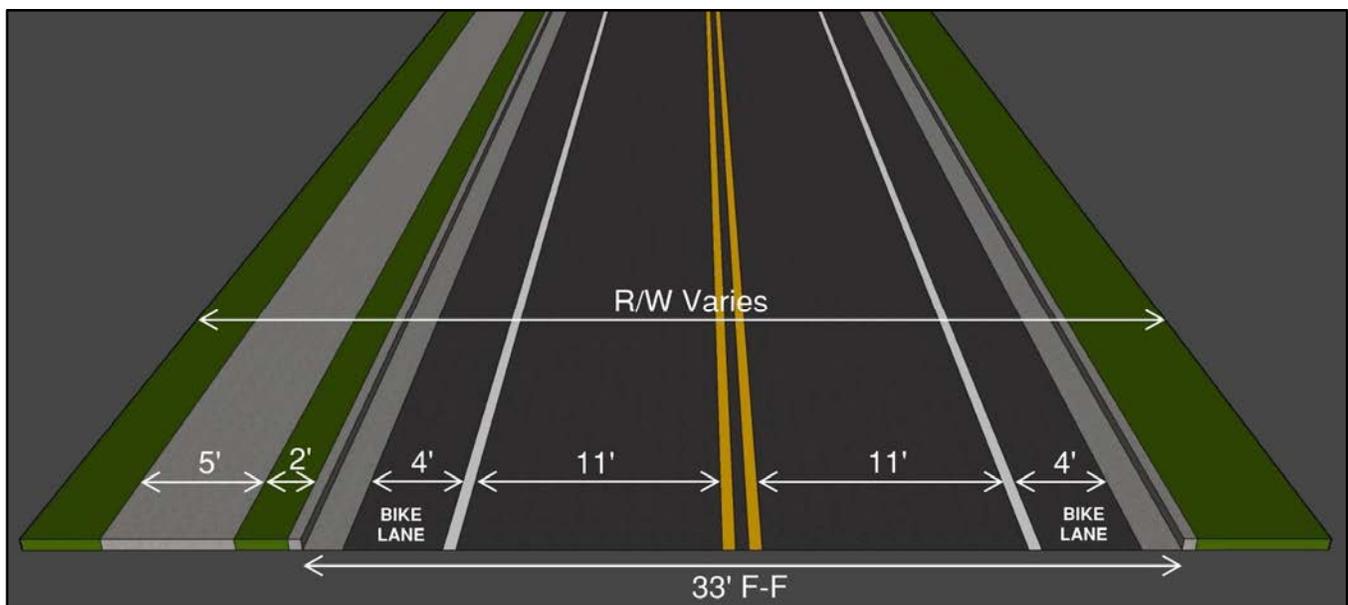
Lighting is present at the intersections with Hamilton Road and Lafayette Street, but not at the intersection with Woodrig Road or throughout the roadway segment. No bike lanes or sidewalks are present. An at-grade railroad crossing (owned by Norfolk Southern Railway, or NSR) is located about

0.1 miles south of Veterans Parkway. Within the project limits, adjacent properties are a mix of residential homes, residential neighborhoods, and light industrial land uses.

### Proposed Improvements

The Bunn Street project entails reconstructing the roadway. The 2035 ADT is projected to be about 6,000 vehicles. Accordingly, it will remain as an undivided 2-lane roadway, but curb and gutter will be added and each lane will be 11 feet wide. Additionally, lighting is recommended for the intersection with Woodrig Road.

The City's Bicycle Master Plan recommends paved shoulders to accommodate bicycles. However, given the context of the roadway, when Bunn Street is reconstructed, an urban section should be considered. Therefore, bike lanes are the recommended alternative. If the rural cross section is maintained, paved shoulders would be an appropriate solution. Pedestrians will be accommodated with pedestrian signals and PROWAG-compliant ramps at all intersections. Additionally, a sidewalk is recommended along at least one side of Bunn Street, provided sufficient right-of-way is available. Note, Bunn Street passes under Veterans Parkway within the project limits, and this underpass will likely require reconstruction to accommodate the wider Bunn Street cross section. The proposed roadway typical section is shown in Figure 6.



**Figure 6 - Bunn Street Proposed Typical Section**

### Benefit of Safety Improvements

The widened lanes proposed as part of the Bunn Street project are anticipated to increase safety along the roadway segment. This safety improvement is anticipated to result in an annual societal savings of about \$5,200 for FI and PDO crashes combined.

### Benefit of Preventing Adverse Travel

The closure of Bunn Street, from Woodrig Road to Lafayette Street, would result in a decrease of about 20 hours daily and an increase of about 1,200 miles daily for users of the City roadway network. This

equates to an annual adverse travel cost of about \$200,500 and an annual societal pollution savings of about \$550 (due to the decrease in VHT).

#### Economic Development Benefits

The reconstruction project will enhance the neighborhood appearance and encourage investment in surrounding properties. This project is adjacent to Tier I, II, and III BCP Development Priority Areas.

#### Construction & Maintenance Costs

The subject portion of Bunn Street has a primarily asphalt surface. The current PASER rating ranges from 3 to 10 (an asphalt overlay was constructed on a portion of Bunn Street in the vicinity of the intersection with Hamilton Road in 2014), with an overall rating of 3. Based on existing conditions, construction date, and/or maintenance history, the roadway is anticipated to require reconstruction, two asphalt overlays, and another reconstruction during the next 50 years. The opinion of probable cost is \$10,100,800 with a life cycle cost approximated at \$13,205,400 .

#### Benefit/Cost Analysis

Based on the anticipated safety benefits, adverse travel benefits, and construction and maintenance costs, the Bunn Street project has an estimated B/C ratio of 1.26.

#### Funding Options

The Bunn Street project is likely eligible for the following funding options, as previously described in Section 1.3:

- Bloomington Capital Improvement Fund
- City of Bloomington Bonding
- State & Local MFT
- Federal STU Funds
- ICC Grade Crossing Protection Funds

### 2.3 Emerson Street – Linden Street to Towanda Avenue

The Emerson Street project, about 0.9 miles in length and extending in an east-west orientation from Linden Street to Towanda Avenue, is located in the central portion of Bloomington. The project location and limits are shown in Figure 7.

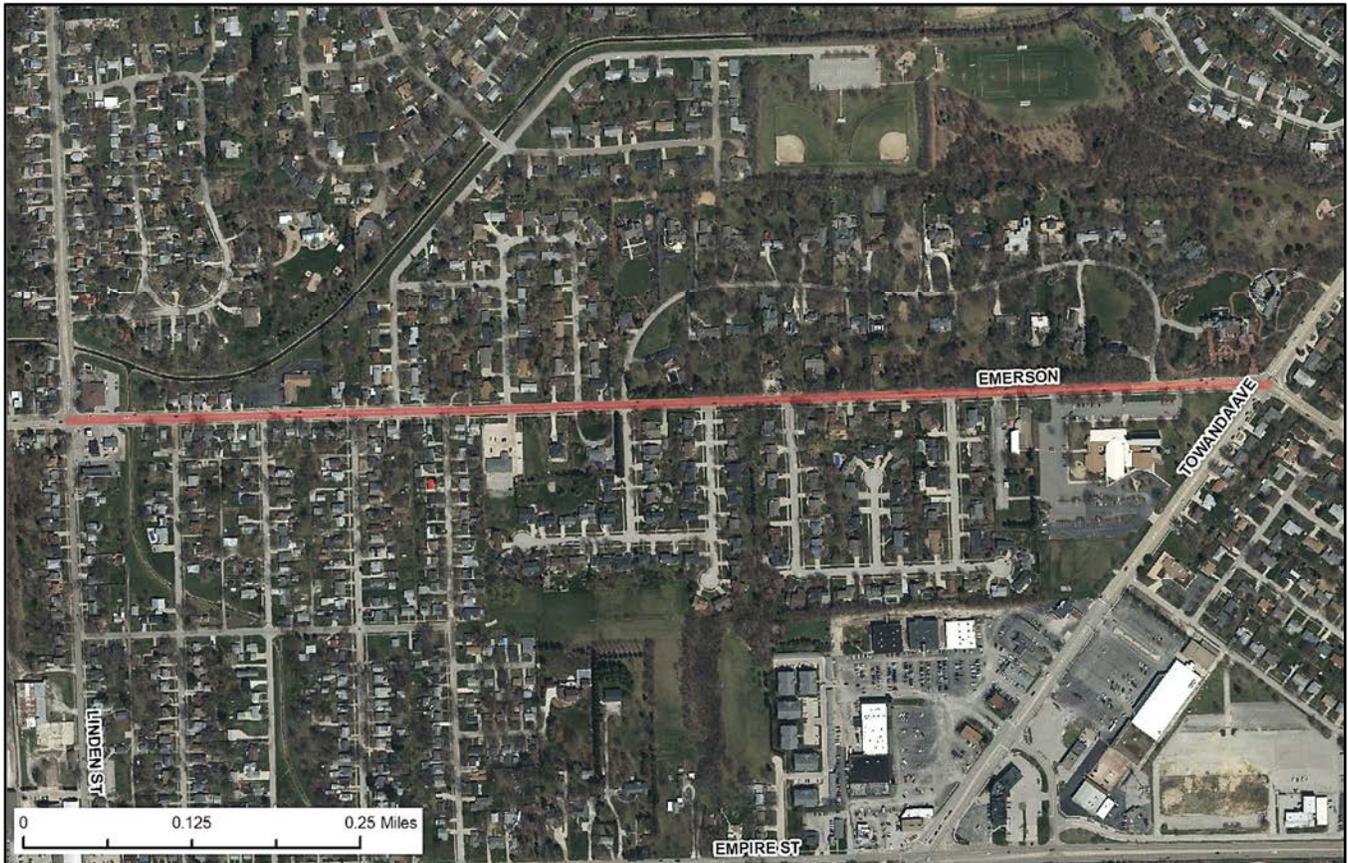


Figure 7 - Emerson Street Project

#### Existing Conditions

Emerson Street is classified as a Minor Arterial, with a speed limit of 30 mph and a 2009 AADT volume range of 9,400 to 10,500 vehicles. It is currently configured as an undivided 2-lane roadway, with one lane in each direction and on-street parallel parking allowed throughout most of the segment.

The intersection at Linden Street is AWSC, the northbound approach has a left-turn lane, and the southbound approach has left and right-turn lanes. The intersection at Towanda Avenue is signalized, all approaches have left-turn lanes, and the eastbound and westbound approaches have right-turn lanes.

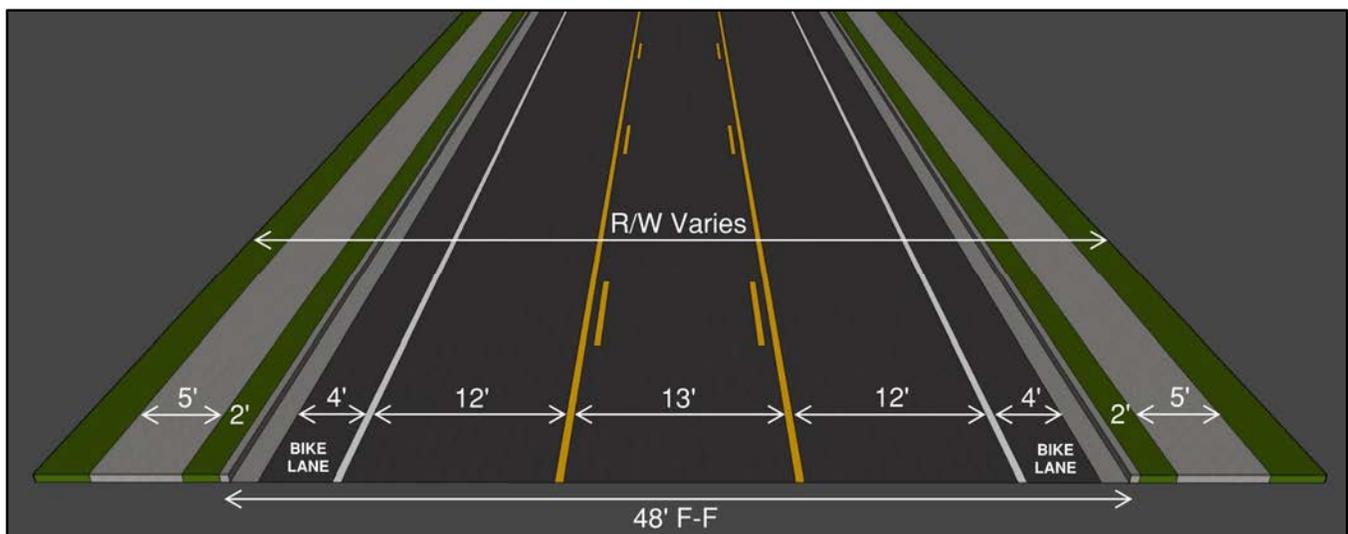
Lighting is present at both of the intersections, as well as throughout the roadway segment. No bike lanes are present, but a sidewalk is present throughout the project limits along the south side of Emerson Street and along the north side of Emerson Street from Linden Street to Riser Avenue. The area surrounding the project limits is almost entirely residential land use.

### Proposed Improvements

The Emerson Street project entails widening the roadway from an undivided 2-lane to a 3-lane configuration, which consists of maintaining one lane in each direction and adding a TWLTL and curb and gutter.

The City’s Bicycle Master Plan recommends designated bike lanes throughout the project limits, and extending the sidewalk along the north side of Emerson Street from Riser Avenue to Towanda Avenue should be considered for continuity. Pedestrians will be accommodated with pedestrian signals and PROWAG-compliant ramps at all intersections.

The 2035 ADT volume is projected to be about 11,200 vehicles. Although the 3-lane configuration does not match the undivided 4-lane configuration to the west of the project limits, the addition of the TWLTL and elimination of on-street parking may reduce the relatively high number of driveway-related crashes reported on this roadway segment from 2009 to 2011. The proposed roadway typical section is shown in Figure 8.



**Figure 8 - Emerson Street Proposed Typical Section**

### Benefit of Safety Improvements

The TWLTL and removal of on-street parking proposed for the Emerson Street project is anticipated to increase safety along the roadway segment. These safety improvements are anticipated to result in an annual societal savings of about \$345,100 for FI and PDO crashes combined.

### Benefit of Preventing Adverse Travel

The closure of Emerson Street, from Linden Street to Towanda Avenue, results in an increase decrease of about 160 hours and 4,800 miles daily for users of the City roadway network. This equates to an annual adverse travel cost of about \$2,185,200 and an annual societal pollution cost of about \$4,725.

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### Economic Development Benefits

This project will improve transportation quality on this east-west collector and entrance to Illinois Wesleyan University. It will also provide a link for west Bloomington residents to connect to the Eastland Mall, the Veterans Parkway retail shopping corridor, and major employment centers on the east side of the City and vice-versa. The roadway upgrades may also enhance the neighborhood appearance and encourage investment in surrounding properties. This project is adjacent to a Tier I BCP Development Priority Area, indicating strong support for the Comprehensive Plan goals of compact development, leveraging Bloomington's investment in city services, and keeping growth contiguous to the City.

### Construction & Maintenance Costs

The subject portion of Emerson Street primarily has an asphalt surface, but portions of Emerson Street near the project limits have a concrete surface and the eastern half has an asphalt overlay. The current PASER rating ranges from 3 to 6, with an overall rating of 4. Based on existing conditions, construction date, and/or maintenance history, the roadway is anticipated to require reconstruction, two asphalt overlays, and another reconstruction during the next 50 years. The opinion of probable cost is \$9,325,700 with a life cycle cost approximated at \$12,221,000 .

### Benefit/Cost Analysis

Based on the anticipated safety benefits, adverse travel benefits, and construction and maintenance costs, the Emerson Street project has an estimated B/C ratio of 16.30.

### Funding Options

The Emerson Street project is likely eligible for the following funding options, as previously described in Section 1.3:

- Bloomington Capital Improvement Fund
- City of Bloomington Bonding
- State & Local MFT
- Federal STU Funds
- Federal HSIP Funds

## 2.4 Euclid Avenue / Brown Street Intersection

The Euclid Avenue / Brown Street intersection project is located in the west-central portion of Bloomington. Euclid Avenue and Brown Street have a north-south orientation, and they intersect Washington Street near each other. The project location is shown in Figure 9.



**Figure 9 - Euclid Avenue / Brown Street Project**

### Existing Conditions

Euclid Avenue and Brown Street are classified as Major Collectors, with an assumed speed limit of 30 mph. Both roadways currently form T-intersections at Washington Street about 130 feet apart, and Euclid Avenue is the western limits of the Washington Street project (see Section 2.19 for additional information regarding Washington Street). The 2009 AADT volume on Euclid Avenue was 7,500 vehicles, 5,600 vehicles on Brown Street, 8,500 vehicles on Washington Street west of Euclid Avenue, and 6,500 vehicles on Washington Street east of Brown Street.

Both Euclid Avenue and Brown Street are stop-controlled, with Washington Street being a free-flow movement. Immediately south of Washington Street, Euclid Avenue has an undivided 2-lane configuration, then widens to a 3-lane configuration with a TWLTL about 500 feet south of the subject intersection. The westbound approach has a right-turn lane. Brown Street has an undivided 2-lane configuration, and the southbound approach to the subject intersection has a left-turn lane. Lighting is present at both of the T-intersections.

No bike lanes are present near the intersection. Sidewalks are present along the east side of Euclid Avenue, both sides of Brown Street, and Washington Street has a sidewalk on the north side of the roadway and a pathway along the south side. The area surrounding the project is a mix of industrial, commercial, and residential land uses.

### Proposed Improvements

The Euclid Avenue / Brown Street intersection project entails realigning the two T-intersections to form a single 4-leg intersection at Washington Street. Additional improvements include converting the stop-controlled intersections to a traffic signal and left-turn lanes for all approaches. Pedestrians will be accommodated at the intersection with pedestrian signals and PROWAG-compliant ramps. A conceptual rendering of the proposed intersection improvement is shown in Figure 10.

### Benefit of Safety Improvements

Intersection realignment, installation of traffic signals, and the addition of left-turn lanes on Washington Street is anticipated to increase safety at the Euclid Avenue / Brown Street intersection. These safety improvements are anticipated to result in an annual societal savings of about \$98,000 for FI and PDO crashes combined.

### Benefit of Preventing Adverse Travel

The closure of the Euclid Avenue / Brown Street intersections at Washington Street results in an increase of about 415 hours and 10,900 miles daily for users of the City roadway network. This increase equates to an annual adverse travel cost of about \$5,289,000 and an annual societal pollution cost of about \$12,300.

### Economic Development Benefits

The intersection project may improve the intersection operations and access to a major employer. This project is located in a Tier I BCP Development Priority Area, indicating strong support for the Comprehensive Plan goals of compact development, leveraging Bloomington's investment in city services, and keeping growth contiguous to the City.

### Construction & Maintenance Costs

Euclid Avenue, Brown Street, and the two existing intersections at Washington Street have a concrete surface, and Washington Street east of Brown Street has an asphalt overlay. The PASER ratings range from 3 to 6, with a rating of 3 on Euclid Avenue near Washington Street and 6 on Brown Street near Washington Street. Based on existing conditions, construction date, and/or maintenance history, the Euclid Avenue / Brown Street intersection is anticipated to require reconstruction, two asphalt overlays, and another reconstruction during the next 50 years. The opinion of probable cost is \$2,938,300 with a life cycle cost approximated at \$3,718,900. These costs do not include right-of-way acquisition.

### Benefit/Cost Analysis

Based on the anticipated safety benefits, adverse travel benefits, and construction and maintenance costs, the Euclid Avenue / Brown Street intersection project has an estimated B/C ratio of 120.65. However, as noted above, right-of-way acquisition is not included in the B/C ratio calculation.

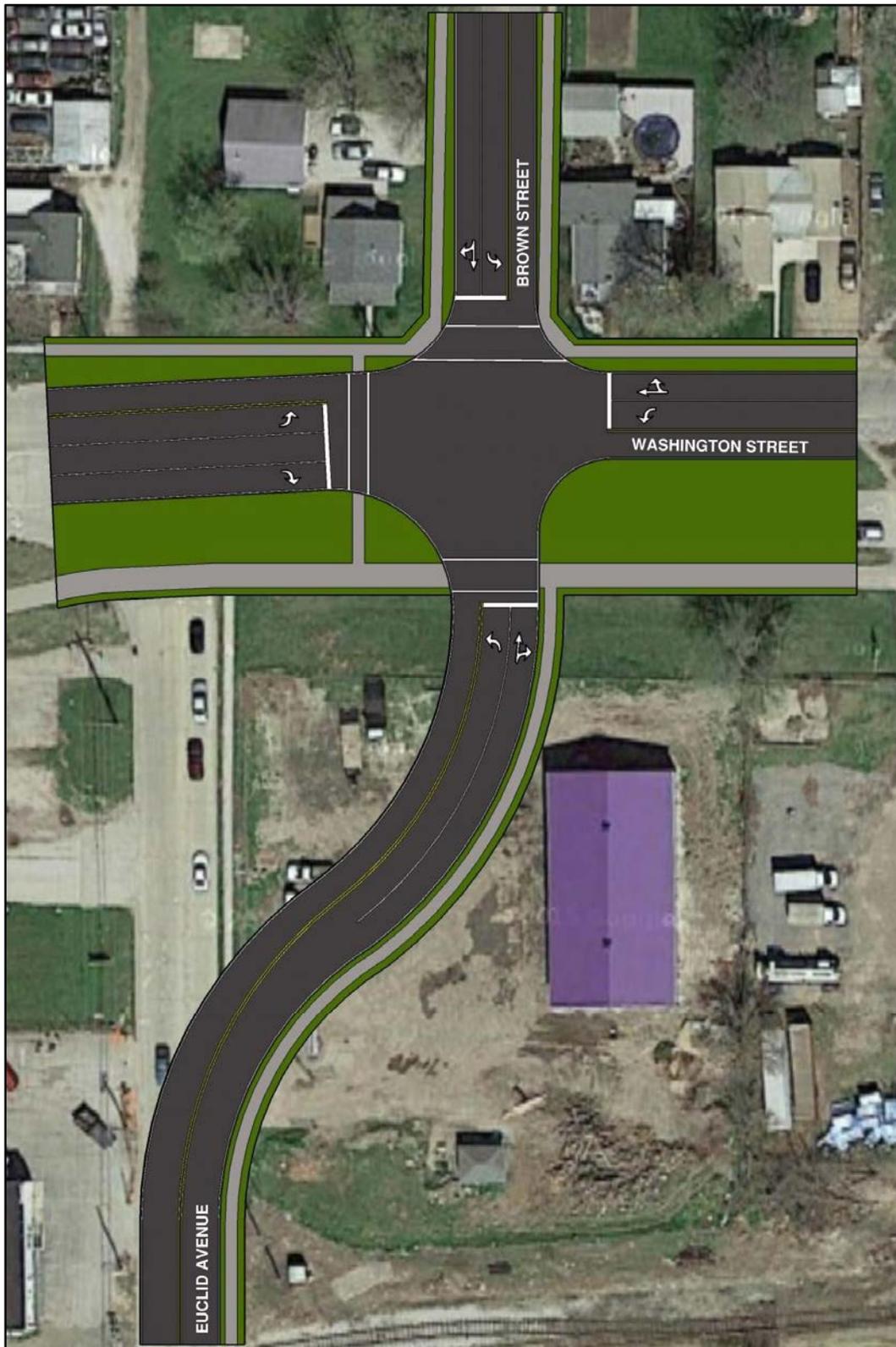


Figure 10 - Euclid Avenue / Brown Street Realignment Concept

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### Funding Options

The Euclid Avenue / Brown Street intersection project is likely eligible for the following funding options, as previously described in Section 1.3:

- Bloomington Capital Improvement Fund
- City of Bloomington Bonding
- State & Local MFT
- Federal STU Funds
- Federal HSIP Funds

## 2.5 Fox Creek Road – Danbury Drive to Beich Road

The Fox Creek Road project, about 0.3 miles in length and extending in a northwest-to-southeast orientation from Danbury Drive to Beich Road, is located in the southwest portion of Bloomington. The project location and limits are shown in Figure 11.



Figure 11 - Fox Creek Road Project

### Existing Conditions

Fox Creek Road is classified as a Major Collector, with a speed limit of 45 mph and a 2009 AADT volume of 6,200 vehicles. It is currently configured as an undivided 2-lane roadway, with one lane in each direction.

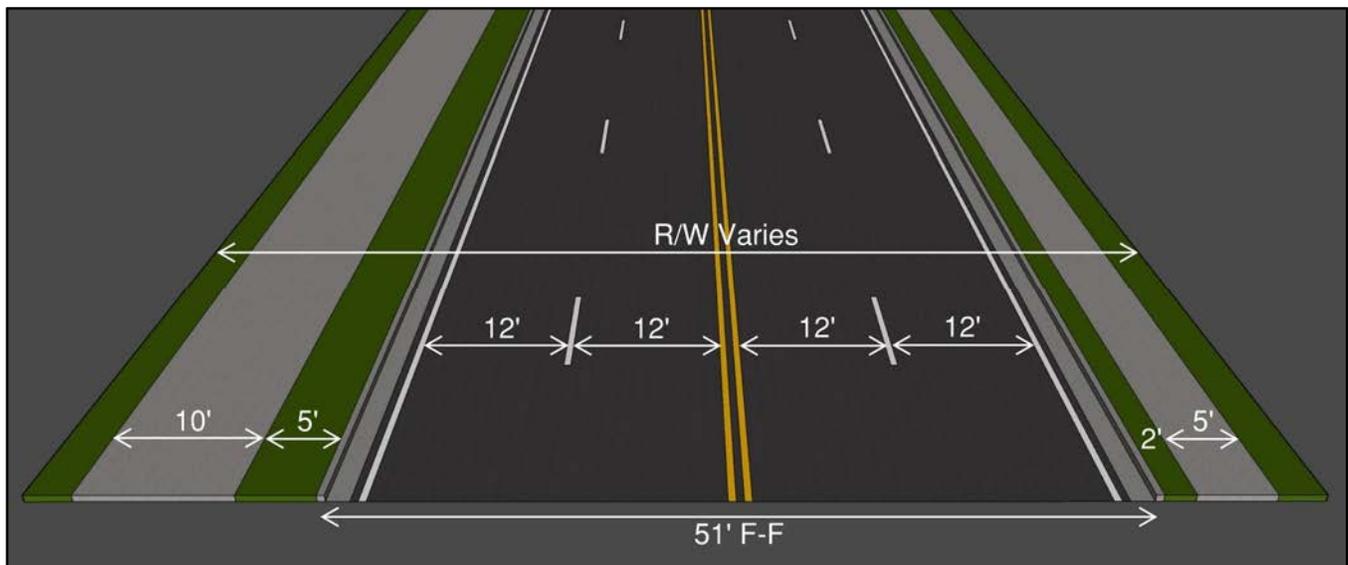
The intersection at Danbury Drive is TWSC, with Fox Creek Road being the free-flow movement. None of the approaches have turn lanes, except an eastbound right-turn lane. The intersection at Beich Road is also TWSC, with Fox Creek Road being the free-flow movement. The northbound and westbound approaches have left-turn lanes.

Lighting is present at the intersection with Danbury Drive and throughout the roadway segment, but not at the Beich Road intersection. No bike lanes or sidewalks are present. Within the project limits, adjacent properties are a mix of residential, commercial, and recreational land uses.

### Proposed Improvements

The Fox Creek Road project entails widening the roadway from an undivided 2-lane to an undivided 4-lane configuration, which consists of adding one lane in each direction and curb and gutter. The 2035 ADT volume is projected to be about 23,300 vehicles. The 4-lane configuration will match the existing configuration immediately east and west of the project limits.

Additionally, lighting is recommended for the intersection with Beich Road. The City’s Bicycle Master Plan recommends a pathway along the north side of Fox Creek Road, which will connect the pathways that currently terminate at both ends of the project limits. Further, Hanson recommends extending the sidewalk along the south side of Fox Creek Road from Danbury Drive to the Pepper Ridge Park entrance. The proposed roadway typical section is shown in Figure 12.



**Figure 12 - Fox Creek Road Proposed Typical Section**

### Benefit of Safety Improvements

Although the additional lane in each direction is anticipated to decrease potential traffic congestion on Fox Creek Road, the safety benefit associated with the proposed improvement is not quantifiable through the methodology described in Section 1.2.

### Benefit of Preventing Adverse Travel

The closure of Fox Creek Road, from Danbury Drive to Beich Road, results in an increase of about 65 hours and 1,600 miles daily for users of the City roadway network. This increase equates to an annual adverse travel cost of about \$834,700 and an annual societal pollution cost of about \$2,000.

### Economic Development Benefits

The widening project will improve access to the Fox Creek and Pepperidge areas, enhance the neighborhood appearance, encourage development of future phases of these established residential subdivisions, support values of existing homes, and promote investment in surrounding properties. This project is adjacent to a Tier I BCP Development Priority Area, indicating strong support for the

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Comprehensive Plan goals of compact development, leveraging Bloomington’s investment in city services, and keeping growth contiguous to the City.

### Construction & Maintenance Costs

The subject portion of Fox Creek Road has a primarily asphalt surface. The current PASER rating ranges from 4 to 8, with an overall rating of 5. Based on existing conditions, construction date, and/or maintenance history, the roadway is anticipated to require reconstruction, two asphalt overlays, and another reconstruction during the next 50 years. The opinion of probable cost is \$2,034,200 with a life cycle cost approximated at \$2,345,300.00 .

### Benefit/Cost Analysis

Based on the anticipated safety benefits, adverse travel benefits, and construction and maintenance costs, the Fox Creek Road project has an estimated B/C ratio of 22.34.

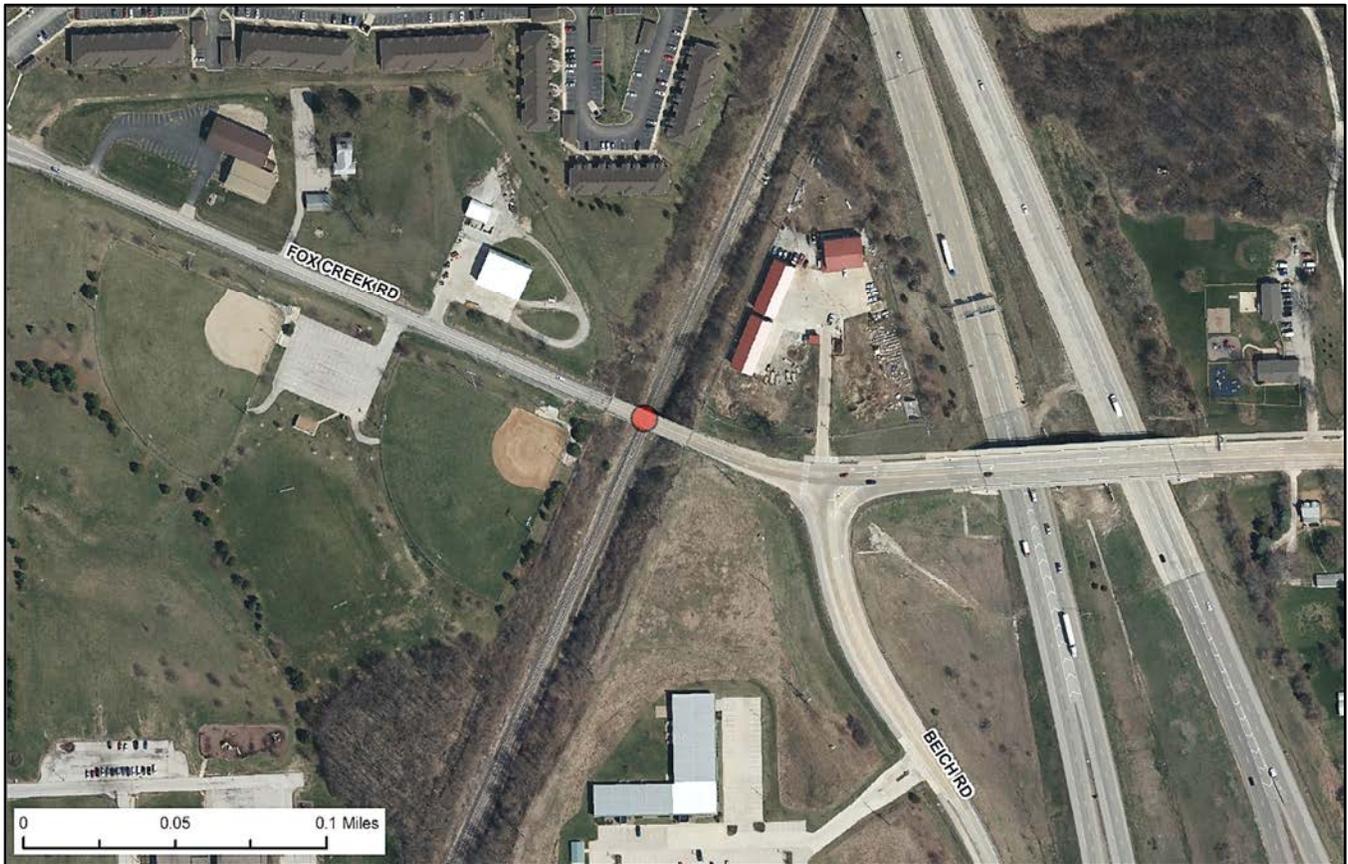
### Funding Options

The Fox Creek Road project is likely eligible for the following funding options, as previously described in Section 1.3:

- Bloomington Capital Improvement Fund
- City of Bloomington Bonding
- State & Local MFT
- Federal STU Funds

## 2.6 Fox Creek Road Bridge

The Fox Creek Road Bridge project is located within the limits of the Fox Creek Road project described in the preceding section, as shown in Figure 13.



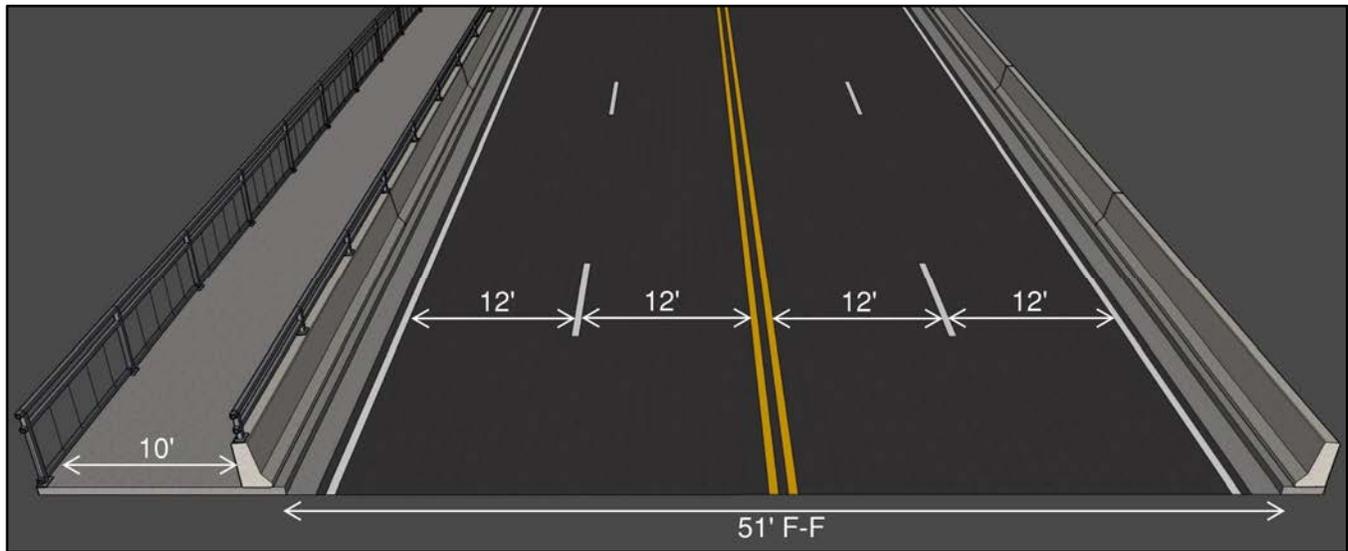
**Figure 13 - Fox Creek Road Bridge Project**

### Existing Conditions

The Fox Creek Road Bridge (Structure Number, or SN 573420), which was constructed in 1982 and crosses over the Union Pacific Railroad (UPRR) tracks, is currently configured as an undivided 2-lane roadway, with one lane in each direction. No lighting, bike lanes, or sidewalks are present on the bridge. As of 2013, the bridge was listed as Functionally Obsolete, but had a Sufficiency Rating of 79. This indicates the bridge is generally in fair-to-good condition, but certain physical characteristics of the bridge do not meet current design standards (shoulder width, for example).

### Proposed Improvements

The Fox Creek Road Bridge project entails widening the bridge to an undivided 4-lane configuration, which will match the configuration proposed for the Fox Creek Road project described in the preceding section. Additionally, the pathway along the north side of Fox Creek Road that is recommended in the City's Bicycle Master Plan will continue across the bridge. The proposed bridge typical section is shown in Figure 14. The project is currently on the ICC Grade Crossing Protection funding list.



**Figure 14 - Fox Creek Road Bridge Proposed Typical Section**

**Benefit of Safety Improvements**

Similar to the Fox Creek Road project, the safety benefit associated with the additional lanes on the Fox Creek Road Bridge is not quantifiable through the methodology described in Section 1.2.

**Benefit of Preventing Adverse Travel**

The closure of Fox Creek Road Bridge results in an increase of about 65 hours and 1,600 miles daily for users of the City roadway network. This increase equates to an annual adverse travel cost of about \$834,700 and an annual societal pollution cost of about \$2,000.

**Economic Development Benefits**

The bridge widening project will improve access to the Fox Creek and Pepperidge areas, enhance the neighborhood appearance, encourage development of future phases of these established residential subdivisions, support values of existing homes, and promote investment in surrounding properties. This project is adjacent to a Tier I BCP Development Priority Area, indicating strong support for the Comprehensive Plan goals of compact development, leveraging Bloomington’s investment in city services, and keeping growth contiguous to the City.

**Construction & Maintenance Costs**

The Fox Creek Road Bridge has a concrete surface, and the current PASER rating is 9. Based on existing conditions, construction date, and/or maintenance history, the bridge is anticipated to require reconstruction and three asphalt overlays during the next 50 years. The opinion of probable cost is \$2,935,200 with a life cycle cost approximated at \$2,961,500 .

**Benefit/Cost Analysis**

Based on the anticipated safety benefits, adverse travel benefits, and construction and maintenance costs, the Fox Creek Road Bridge project has an estimated B/C ratio of 18.97.

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### Funding Options

The Fox Creek Road Bridge project is likely eligible for the following funding options, as previously described in Section 1.3:

- Bloomington Capital Improvement Fund
- City of Bloomington Bonding
- State & Local MFT
- Federal STU Funds
- IL Major Bridge Improvement Program
- ICC Grade Crossing Protection Funds

## 2.7 Ft. Jesse Road (East) – Kaisner Drive to Towanda Barnes Road

The eastern Ft. Jesse Road project, almost 0.5 miles in length and extending in an east-west orientation from Kaisner Drive to Towanda Barnes Road, is located in the northeast portion of Bloomington. The project location and limits are shown in Figure 15.

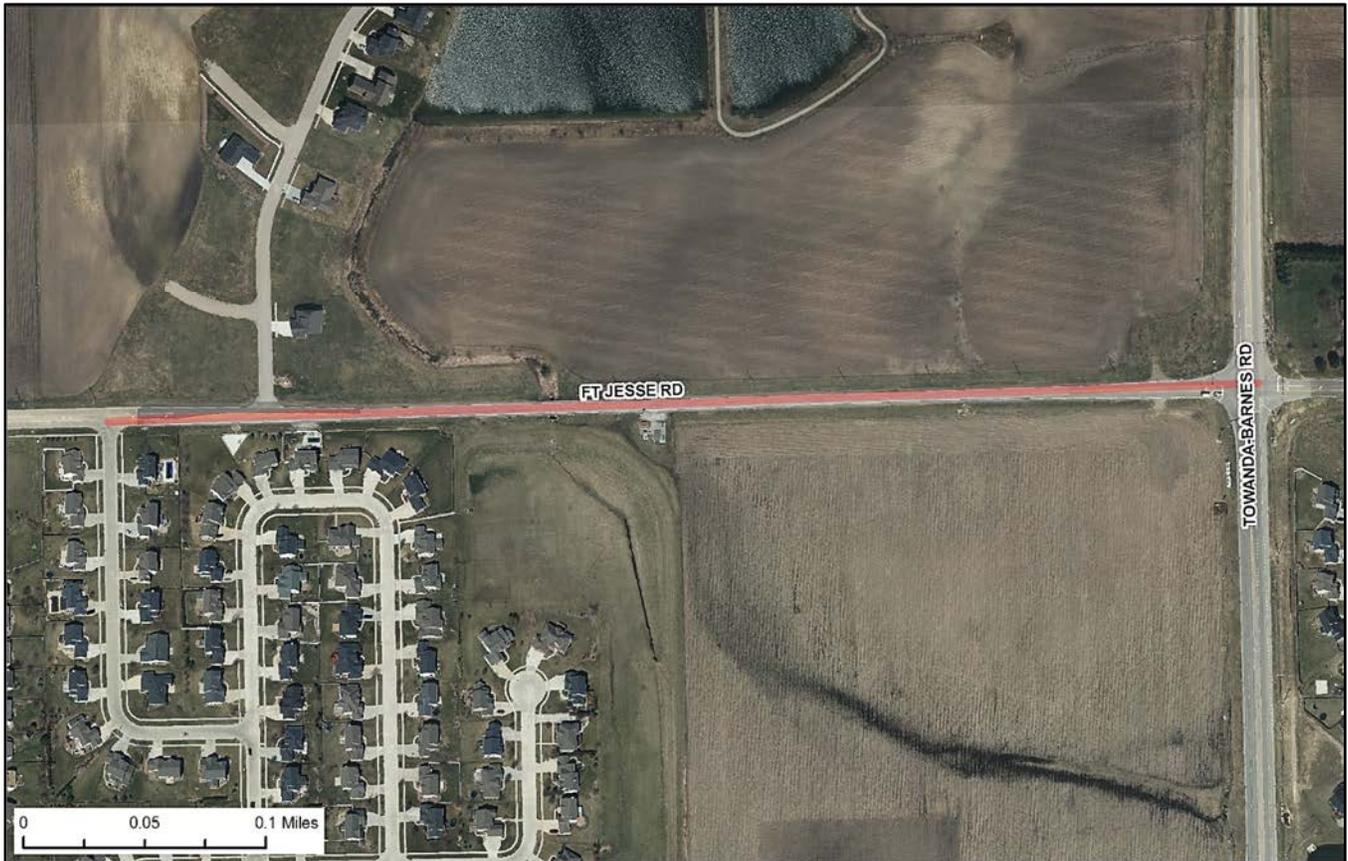


Figure 15 - Ft. Jesse Road (East) Project

### Existing Conditions

Ft. Jesse Road is classified as a Minor Arterial, with a speed limit of 45 mph and a 2009 AADT volume of 5,200 vehicles. It is currently configured as an undivided 2-lane roadway, with one lane in each direction.

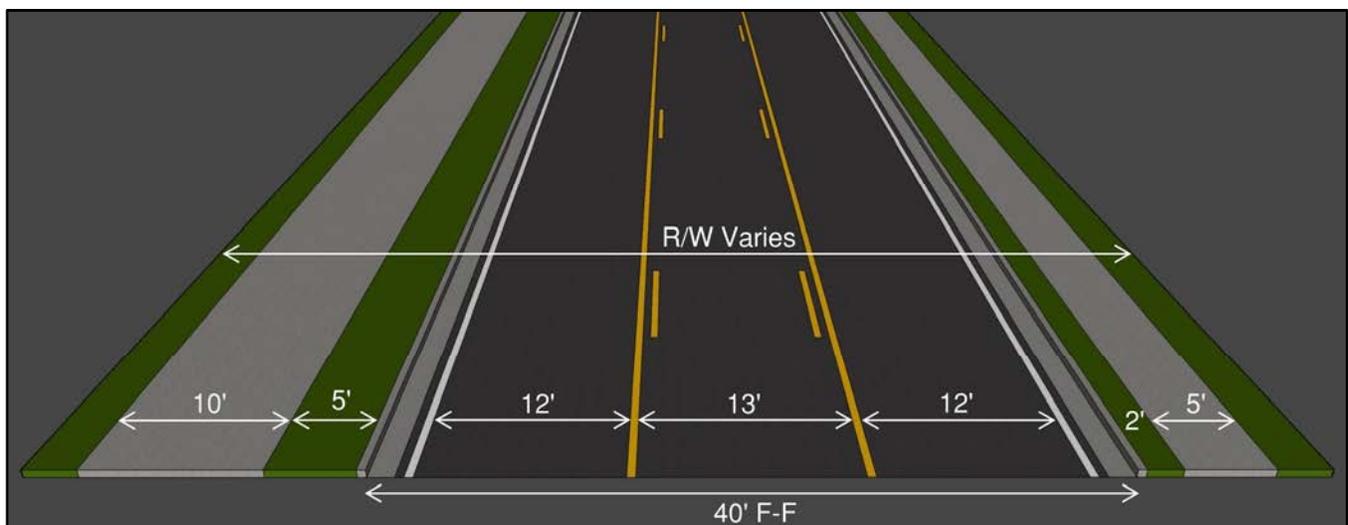
The intersection at Kaisner Drive is a T-intersection, with stop control and Ft. Jesse Road being the free-flow movement. The westbound approach has a left-turn lane. The intersection at Towanda Barnes Road is signalized, the eastbound and westbound approaches have left-turn lanes, and the northbound and southbound approaches have both left and right-turn lanes.

Lighting is present at both of the intersections, but not throughout the roadway segment. No bike lanes or sidewalks are present, although a sidewalk is present along the south side of Ft. Jesse Road west of the project limits. The area surrounding the project limits consists of both residential and agricultural land uses.

### Proposed Improvements

The eastern Ft. Jesse Road project entails widening the roadway from an undivided 2-lane to a 3-lane configuration, which consists of maintaining one lane in each direction and adding a TWLTL and curb and gutter. The 2035 ADT volume is projected to be about 16,200 vehicles. The 3-lane configuration will match the portion of Ft. Jesse Road immediately west of the project limits. The reconfigured roadway is anticipated to facilitate safer access to additional residential neighborhoods that may be developed in this area.

The City's Bicycle Master Plan recommends a pathway along Ft. Jesse Road, but no recommendation is made regarding which side of the road. Hanson recommends extending the existing sidewalk along the south side of Ft. Jesse Road to provide continuity with the existing sidewalk to the west and constructing the pathway along the north side of Ft. Jesse Road. The proposed roadway typical section is shown in Figure 16.



**Figure 16 - Ft. Jesse Road (East) Proposed Typical Section**

### Benefit of Safety Improvements

The TWLTL proposed for the Ft. Jesse Road (East) project is anticipated to increase safety along the roadway segment. This safety improvement is anticipated to result in an annual societal savings of about \$1,800 for FI and PDO crashes combined.

### Benefit of Preventing Adverse Travel

The closure of Ft. Jesse Road, from Kaisner Drive to Towanda Barnes Road, results in an increase of about 60 hours and 1,700 miles daily for users of the City roadway network. This increase equates to an annual adverse travel cost of about \$796,200 and an annual societal pollution cost of about \$1,800.

### Economic Development Benefits

The roadway project will improve transportation quality, enhance the neighborhood appearance, and encourage investment in surrounding properties. This project is adjacent to a Tier III BCP Development Priority Area.

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### Construction & Maintenance Costs

The subject portion of Ft. Jesse Road has a primarily asphalt surface. The current PASER rating ranges from 5 to 10 (an asphalt overlay was constructed on a portion of Ft. Jesse Road in the vicinity of the intersection with Kaisner Drive in 2013), with an overall rating of 6. Based on existing conditions, construction date, and/or maintenance history, the roadway is anticipated to require two asphalt overlays, reconstruction, and another asphalt overlay during the next 50 years. The opinion of probable cost is \$3,037,400 with a life cycle cost approximated at \$3,396,500 .

### Benefit/Cost Analysis

Based on the anticipated safety benefits, adverse travel benefits, and construction and maintenance costs, the Ft. Jesse Road (East) project has an estimated B/C ratio of 5.04.

### Funding Options

The Ft. Jesse Road (East) project is likely eligible for the following funding options, as previously described in Section 1.3:

- Bloomington Capital Improvement Fund
- City of Bloomington Bonding
- State & Local MFT
- Federal STU Funds

## 2.8 Ft. Jesse Road (West) – Hershey Road to Airport Road

The western Ft. Jesse Road project, about 1 mile in length and extending in an east-west orientation from Hershey Road to Airport Road, is located in the northeast portion of Bloomington. The project location and limits are shown in Figure 17.

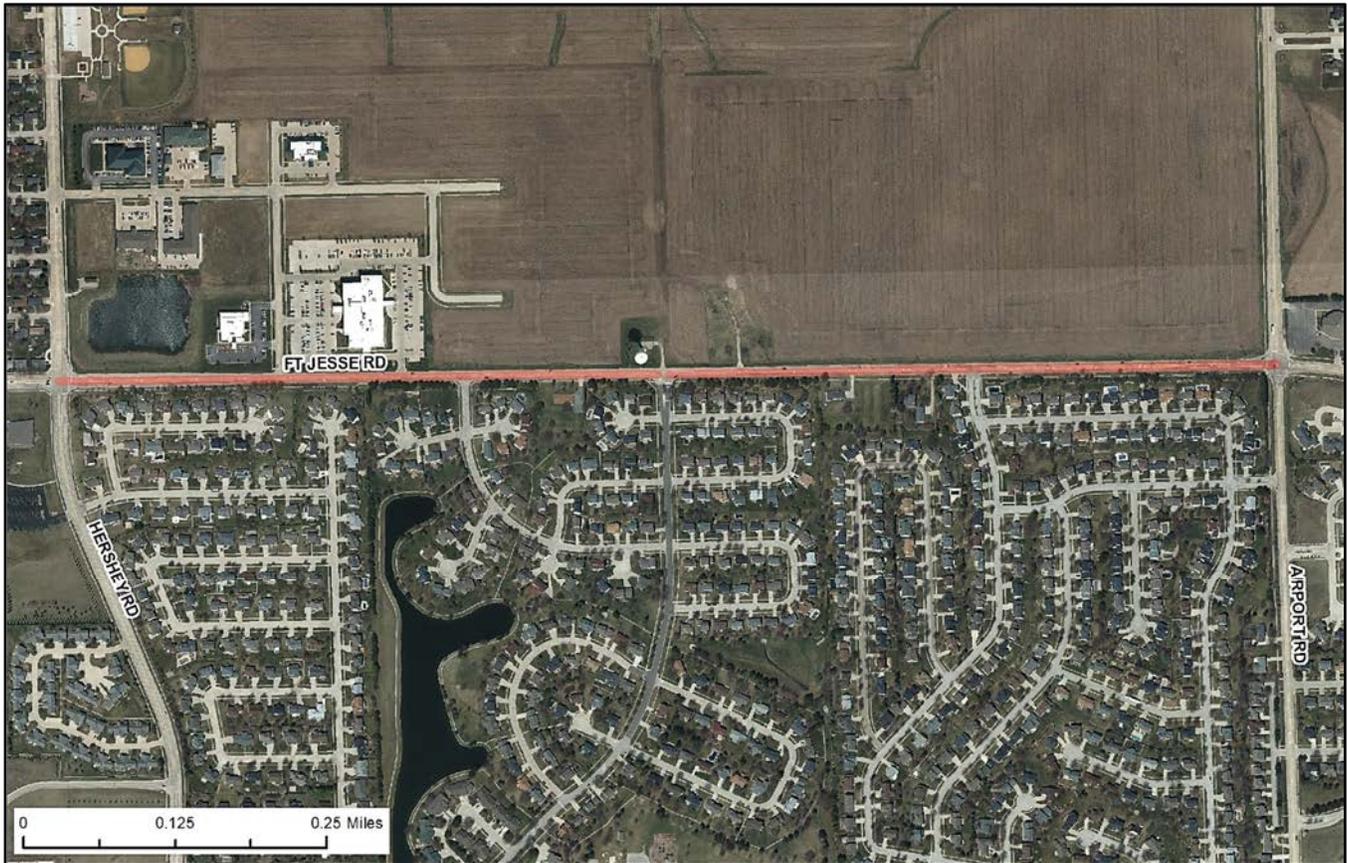


Figure 17 - Ft. Jesse Road (West) Project

### Existing Conditions

Ft. Jesse Road is classified as a Minor Arterial, with a speed limit of 45 mph and a 2009 AADT volume range of 6,600 to 7,000 vehicles. It is currently configured as a 3-lane roadway, with one lane in each direction and a TWLTL.

The intersection at Hershey Road is AWSC and all approaches have a left-turn lane. The intersection at Airport Road is also AWSC, all approaches have left-turn lanes, and the southbound approach has a right-turn lane.

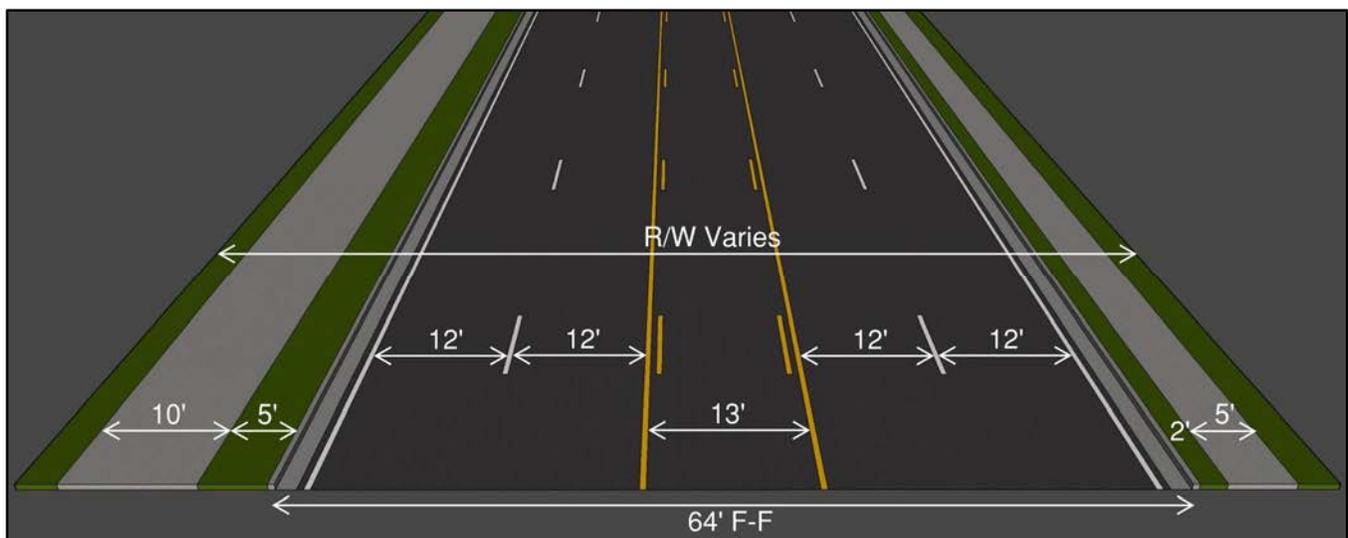
Lighting is present at both of the intersections, as well as throughout the roadway segment. No bike lanes are present, but a sidewalk is present along the south side of the roadway throughout the project limits. The area surrounding the project limits primarily consists of residential and agricultural land uses, but limited commercial land uses are located along the north side of the roadway near the Hershey Road intersection.

### Proposed Improvements

The western Ft. Jesse Road project entails widening the roadway from a 3-lane to a 5-lane configuration, which consists of adding one lane in each direction, for a total of two lanes in each direction. The TWLTL is proposed to remain, and the widened roadway will also have curb and gutter.

The 2035 ADT volume is projected to be about 13,100 vehicles. This traffic volume does not necessarily warrant the additional lanes. However, the 5-lane configuration will match the portion of Ft. Jesse Road immediately west of the project limits, and it is anticipated to facilitate safer access to additional residential neighborhoods that may be developed in this area.

The City's Bicycle Master Plan recommends a pathway along Ft. Jesse Road, but no recommendation is made regarding which side of the road. Hanson recommends constructing the pathway along the north side of Ft. Jesse Road to avoid disturbing established trees and other landscaping adjacent to the existing sidewalk along the south side of the roadway, as would be required to widen that sidewalk. The proposed roadway typical section is shown in Figure 18.



**Figure 18 - Ft. Jesse Road (West) Proposed Typical Section**

### Benefit of Safety Improvements

Although the additional lane in each direction is anticipated to decrease potential traffic congestion on Ft. Jesse Road (West), the safety benefit associated with the proposed improvement is not quantifiable through the methodology described in Section 1.2.

### Benefit of Preventing Adverse Travel

The closure of Ft. Jesse Road, from Hershey Road to Airport Road, results in an increase of about 35 hours daily and a decrease of about 300 miles daily for users of the City roadway network. This equates to an annual adverse travel cost of about \$142,700 and an annual societal pollution cost of about \$1,100.

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### Economic Development Benefits

The widening project will improve the roadway capacity, enhance the neighborhood appearance, and encourage investment in surrounding properties.

### Construction & Maintenance Costs

The subject portion of Ft. Jesse Road has a primarily concrete surface. The current PASER rating ranges from 4 to 7. Based on existing conditions, construction date, and/or maintenance history, the roadway is anticipated to require an asphalt overlay, reconstruction, and two more asphalt overlays during the next 50 years. The opinion of probable cost is \$7,953,700 with a life cycle cost approximated at \$9,343,900 .

### Benefit/Cost Analysis

Based on the anticipated safety benefits, adverse travel benefits, and construction and maintenance costs, the Ft. Jesse Road (West) project has an estimated B/C ratio of 0.80.

### Funding Options

The Ft. Jesse Road (West) project is likely eligible for the following funding options, as previously described in Section 1.3:

- Bloomington Capital Improvement Fund
- City of Bloomington Bonding
- State & Local MFT
- Federal STU Funds

## 2.9 General Electric Road / Keaton Place Intersection

The General Electric Road / Keaton Place intersection project is located in the east portion of Bloomington. General Electric Road has an east-west orientation, and Keaton Place (known as Auto Row Drive north of General Electric Road) has a north-south orientation. The project location is shown in Figure 19.



Figure 19 - General Electric Road / Keaton Place Project

### Existing Conditions

General Electric Road is classified as a Minor Arterial and configured as a divided 4-lane roadway. Keaton Place is classified as a Local Road and configured as an undivided 2-lane roadway. The subject intersection is TWSC, with General Electric Road being the free-flow movement. The eastbound and westbound approaches have left-turn lanes. The speed limit on General Electric Road is 35 mph, and the 2009 AADT volume is about 10,900 vehicles east of Keaton Place and about 14,300 vehicles to the west.

Keaton Place provides access to several commercial businesses, but it terminates about 400 feet north and about 750 feet south of General Electric Road. Lighting is present at the intersection. Sidewalks are present along both sides of Keaton Place north of the intersection but only along the west side of Keaton Place south of the intersection. No sidewalks are present along General Electric Road, and no bike lanes are present near the intersection.

### Proposed Improvements

The primary improvement proposed is the conversion from TWSC to a signalized intersection. This improvement will require coordination with the signal at the intersection of General Electric Road and Veterans Parkway, which is about 475 feet west of the subject intersection. Additional improvements consist of adding northbound and southbound left-turn lanes, as well as pedestrian signals and PROWAG-compliant ramps. A conceptual rendering of the proposed intersection improvements is shown in Figure 20.



**Figure 20 - General Electric Road / Keaton Place Intersection Concept**

### Benefit of Safety Improvements

Converting the intersection to a traffic signal is anticipated to increase safety at the intersection. This safety improvement is anticipated to result in an annual societal savings of about \$43,900 for FI and PDO crashes combined.

### Benefit of Preventing Adverse Travel

The closure of the General Electric Road / Keaton Place intersection results in an increase of about 3 hours and 6,200 miles daily for users of the City roadway network. This increase equates to an annual adverse travel cost of about \$1,582,400 and an annual societal pollution cost of about \$80.

### Economic Development Benefits

The traffic signal installation project will improve access to Keaton Place / Auto Row Drive and encourage investment in surrounding commercial and industrial properties. This project is near a Tier I BCP Development Priority Area, indicating strong support for the Comprehensive Plan goals of compact development, leveraging Bloomington's investment in city services, and keeping growth contiguous to the City. Additionally, multiple owners and brokers of commercial property in this area have appealed to City staff to improve this intersection to support and retain existing businesses, as well as promote new investment in established commercial property.

### Construction & Maintenance Costs

The intersection, General Electric Road, and Keaton Place have a concrete surface with an asphalt overlay. The PASER ratings range from 6 to 10, with a rating of 5 in the intersection, 6 to the south, 10 to the north (an asphalt overlay was constructed in 2012), and 4 east and west of the intersection. Based on existing conditions, construction date, and/or maintenance history, the intersection is anticipated to require an asphalt overlay, reconstruction, and two more asphalt overlays during the next 50 years. The opinion of probable cost is \$2,721,600 with a life cycle cost approximated at \$3,005,200 .

### Benefit/Cost Analysis

Based on the anticipated safety benefits, adverse travel benefits, and construction and maintenance costs, the General Electric Road / Keaton Place intersection project has an estimated B/C ratio of 45.28.

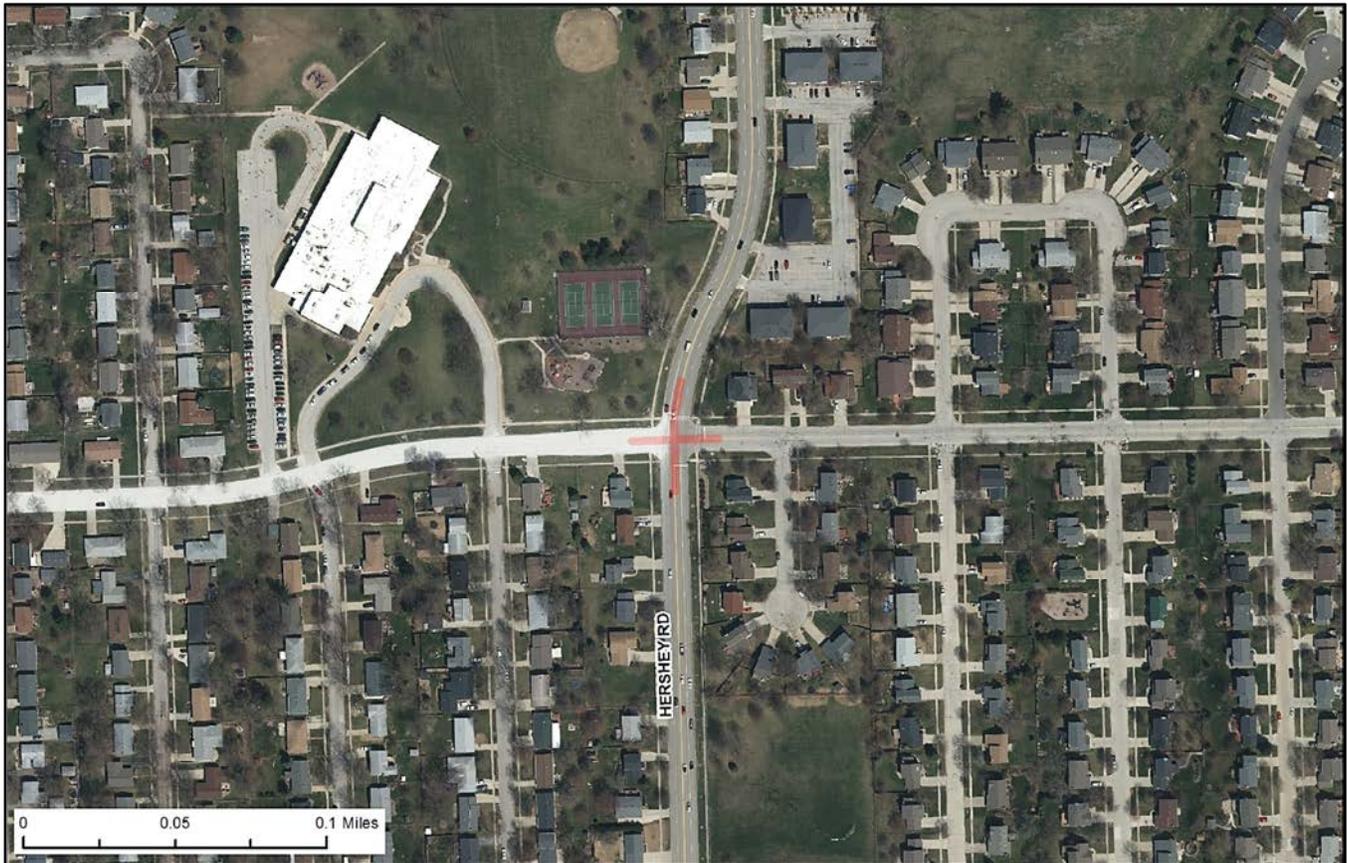
### Funding Options

The General Electric Road / Keaton Place intersection project is likely eligible for the following funding options, as previously described in Section 1.3:

- Bloomington Capital Improvement Fund
- City of Bloomington Bonding
- State & Local MFT
- Federal STU Funds

## 2.10 Hershey Road / Arrowhead Drive Intersection

The Hershey Road / Arrowhead Drive intersection project is located in the east portion of Bloomington. Hershey Road has a north-south orientation, and Arrowhead Drive has an east-west orientation. The project location is shown in Figure 21.



**Figure 21 - Hershey Road / Arrowhead Drive Project**

### Existing Conditions

Hershey Road is classified as a Minor Arterial and configured as an undivided 4-lane roadway. Arrowhead Drive is classified as a Local Road and configured as an undivided 2-lane roadway. The intersection is AWSC, and none of the approaches have turn lanes.

The speed limit on Hershey Road is 30 mph, and the 2009 AADT volume is about 11,900 vehicles north of Arrowhead Drive and about 16,100 vehicles to the south. The speed limit on Arrowhead Drive is also 30 mph, and the 2009 AADT volume is about 1,900 vehicles east of Hershey Road and about 3,100 vehicles to the west.

Lighting is present at the intersection. Sidewalks are present along both sides of Hershey Road and Arrowhead Drive. No bike lanes are present near the intersection.

### Proposed Improvements

The primary improvement proposed is the conversion from AWSC to a signalized intersection. Additional improvements consist of adding left-turn lanes to all approaches, as well as pedestrian signals and PROWAG-compliant ramps. A conceptual rendering of the proposed intersection improvements is shown in Figure 22. The City’s Bicycle Master Plan recommends widening the sidewalk along one side of Hershey Road to pathway width. Hanson recommends the City consider implementing this improvement as part of a corridor improvement project on Hershey Road, instead of implementing a very small portion of this improvement as part of the subject intersection improvement project.



**Figure 22 - Hershey Road / Arrowhead Drive Intersection Concept**

### Benefit of Safety Improvements

Converting the intersection to a traffic signal and adding left-turn lanes is anticipated to increase safety at the intersection. The safety improvement is anticipated to result in an annual societal savings of about \$70,300 for FI and PDO crashes combined.

### Benefit of Preventing Adverse Travel

The closure of the Hershey Road / Arrowhead Drive intersection results in a decrease of about 10 hours and an increase of about 3,900 miles daily for users of the City roadway network. This equates to an increase in annual adverse travel cost of about \$918,900 and a decrease in annual societal pollution savings of about \$350 (due to the decrease in VHT).

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### Economic Development Benefits

The traffic signal installation project will enhance the neighborhood appearance and encourage investment in surrounding properties.

### Construction & Maintenance Costs

The intersection and Hershey Road north and south of the intersection have an asphalt surface with an asphalt overlay, and Arrowhead Drive also has an asphalt surface, with the portion east of the intersection having an asphalt overlay. The PASER ratings range from 5 to 10, with a rating of 5 in the intersection, 6 to the south, north, and west, and 10 to the east (an asphalt overlay was constructed in 2014). Based on existing conditions, construction date, and/or maintenance history, the intersection is anticipated to require reconstruction, two asphalt overlays, and another reconstruction during the next 50 years. The opinion of probable cost is \$2,319,600 with a life cycle cost approximated at \$2,921,900 .

### Benefit/Cost Analysis

Based on the anticipated safety benefits, adverse travel benefits, and construction and maintenance costs, the Hershey Road / Arrowhead Drive intersection project has an estimated B/C ratio of 28.30.

### Funding Options

The Hershey Road / Arrowhead Drive intersection project is likely eligible for the following funding options, as previously described in Section 1.3:

- Bloomington Capital Improvement Fund
- City of Bloomington Bonding
- State & Local MFT
- Federal STU Funds
- Federal HSIP Funds

## 2.11 Hershey Road / Clearwater Avenue Intersection

The Hershey Road / Clearwater Avenue intersection project is located in the east portion of Bloomington. Hershey Road has a north-south orientation, and Clearwater Avenue has an east-west orientation. The project location is shown in Figure 23.

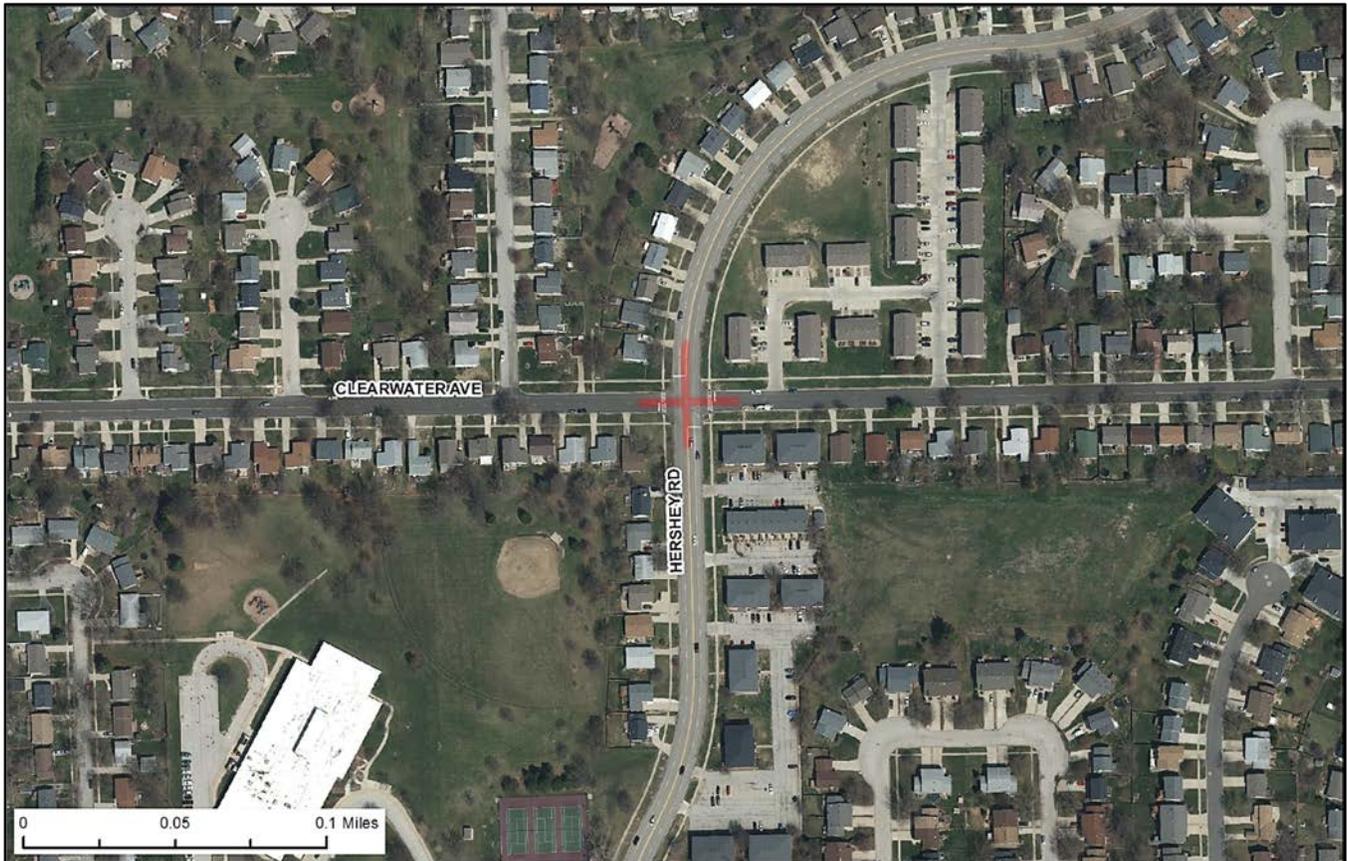


Figure 23 - Hershey Road / Clearwater Avenue Project

### Existing Conditions

Hershey Road is classified as a Minor Arterial and configured as an undivided 4-lane roadway. Clearwater Avenue is classified as a Major Collector and configured as an undivided 2-lane roadway with on-street parking. The intersection is AWSC, and none of the approaches have turn lanes.

The speed limit on Hershey Road is 30 mph, and the 2009 AADT volume is about 10,700 vehicles north of Clearwater Avenue and about 11,900 vehicles to the south. The speed limit on Clearwater Avenue is also 30 mph, and the 2009 AADT volume is about 4,550 vehicles east of Hershey Road and about 3,300 vehicles to the west.

Lighting is present at the intersection. Sidewalks are present along both sides of Hershey Road and Clearwater Avenue. No bike lanes are present near the intersection.

### Proposed Improvements

The primary improvement proposed is the conversion from AWSC to a signalized intersection. Additional improvements consist of adding left-turn lanes to all approaches, as well as pedestrian signals and PROWAG-compliant ramps. A conceptual rendering of the proposed intersection improvements is shown in Figure 24. The City’s Bicycle Master Plan recommends widening the sidewalk along one side of Hershey Road to pathway width. Hanson recommends the City consider implementing this improvement as part of a corridor improvement project on Hershey Road, instead of implementing a very small portion of this improvement as part of the subject intersection improvement project.



**Figure 24 - Hershey Road / Clearwater Avenue Intersection Concept**

### Benefit of Safety Improvements

Converting the intersection to a traffic signal and adding left-turn lanes is anticipated to increase safety at the intersection. This safety improvement is anticipated to result in an annual societal savings of about \$158,600 for FI and PDO crashes combined.

### Benefit of Preventing Adverse Travel

The closure of the Hershey Road / Clearwater Avenue intersection results in an increase of about 360 hours and 6,100 miles daily for users of the City roadway network. This increase equates to an annual adverse travel cost of about \$3,714,100 and an annual societal pollution cost of about \$10,500.

### Economic Development Benefits

The traffic signal installation project will enhance the neighborhood appearance and encourage investment in surrounding properties.

### Construction & Maintenance Costs

The intersection and Hershey Road north and south of the intersection have an asphalt surface with an asphalt overlay, and Clearwater Avenue also has an asphalt surface with an asphalt overlay east and west of the intersection. The PASER ratings range from 5 to 10, with a rating of 5 in the intersection, 6 to the south and north of the intersection, and 10 to the west and east (an asphalt overlay was constructed in 2013). Based on existing conditions, construction date, and/or maintenance history, the intersection is anticipated to require reconstruction, two asphalt overlays, and another reconstruction during the next 50 years. The opinion of probable cost is \$2,319,600 with a life cycle cost approximated at \$2,866,500 .

### Benefit/Cost Analysis

Based on the anticipated safety benefits, adverse travel benefits, and construction and maintenance costs, the Hershey Road / Clearwater Avenue intersection project has an estimated B/C ratio of 107.17.

### Funding Options

The Hershey Road / Clearwater Avenue intersection project is likely eligible for the following funding options, as previously described in Section 1.3:

- Bloomington Capital Improvement Fund
- City of Bloomington Bonding
- State & Local MFT
- Federal STU Funds
- Federal HSIP Funds

## 2.12 Ireland Grove Road / Towanda Barnes Road Intersection

The Ireland Grove Road / Towanda Barnes Road intersection project is located in the southeast portion of Bloomington. Ireland Grove Road has an east-west orientation, and Towanda Barnes Road has a north-south orientation. The project location is shown in Figure 25.

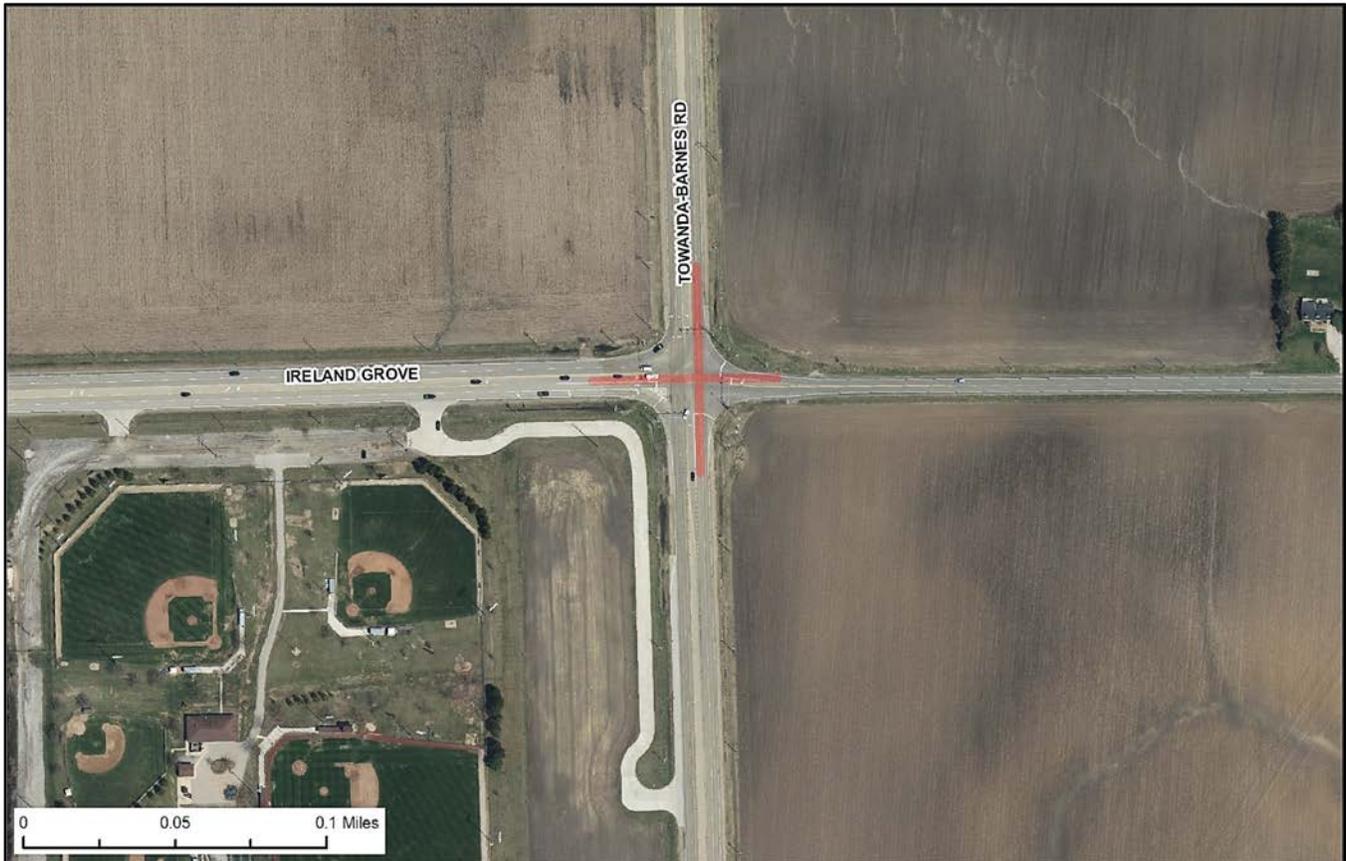


Figure 25 - Ireland Grove Road / Towanda Barnes Road Project

### Existing Conditions

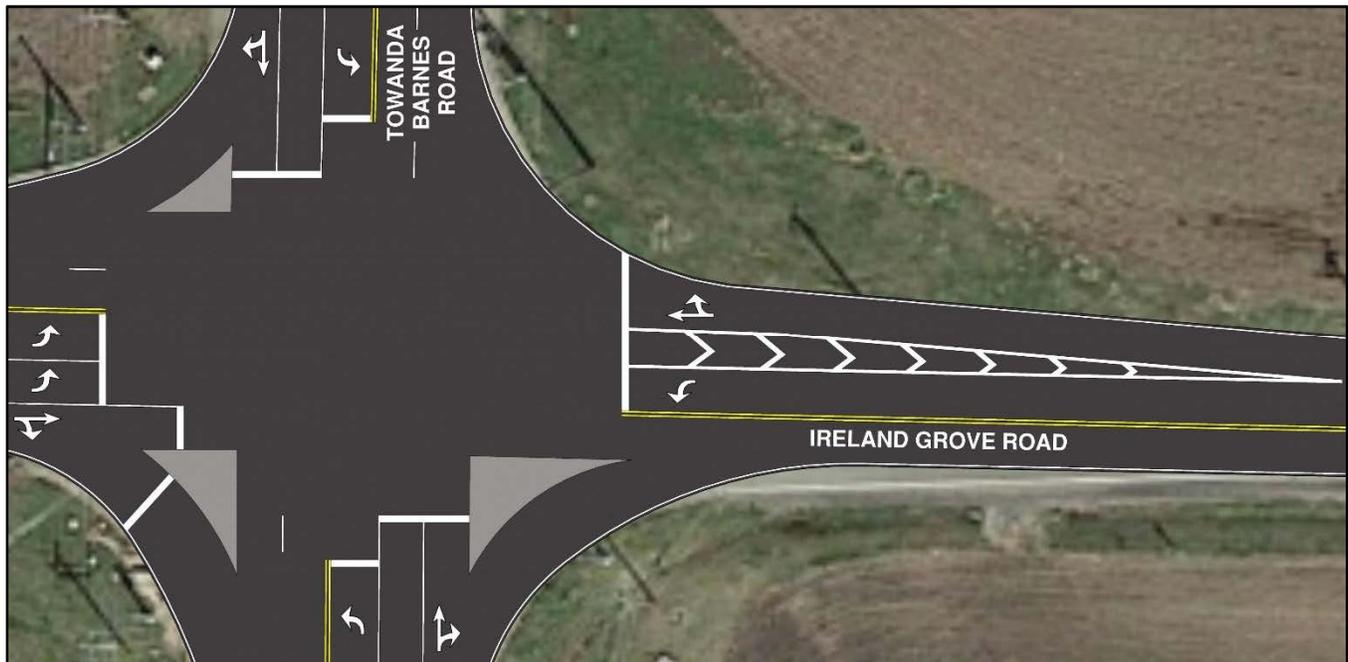
Ireland Grove Road is classified as a Minor Arterial and configured as a 5-lane roadway with a TWLTL west of Towanda Barnes Road and an undivided 2-lane roadway to the east. Towanda Barnes Road is also classified as a Minor Arterial and configured as a 5-lane roadway with a TWLTL. The intersection is signalized, and all of the approaches have left-turn lanes.

The speed limit on Ireland Grove Road is 55 mph, and the 2009 AADT volume is about 1,500 vehicles east of Towanda Barnes Road and about 9,400 vehicles to the west. The speed limit on Towanda Barnes Road is 45 mph, and the 2009 AADT volume is about 11,600 vehicles north of Ireland Grove Road and about 9,100 vehicles to the south.

Lighting is present at the intersection. However, no bike lanes or sidewalks are present in the intersection vicinity.

### Proposed Improvements

The primary improvement proposed is the realignment of the westbound approach. Due to the differing lane configuration of the eastbound and westbound approaches (four-lane to the west and two-lane to the east), westbound vehicles must veer to the right (northward) when traversing through the intersection in order to avoid the eastbound left-turn lane. A conceptual rendering of the proposed intersection improvement is shown in Figure 26. The City’s Bicycle Master Plan recommends a pathway along the west side of Towanda Barnes Road in this area. The proposed intersection improvement should have no significant impact on the City’s future construction of the pathway.



**Figure 26 - Ireland Grove Road / Towanda Barnes Road Realignment Concept**

### Benefit of Safety Improvements

Although realigning the westbound approach is anticipated to decrease the potential for a crash related to the westbound movements at the Ireland Grove Road / Towanda Barnes Road intersection, the safety benefit associated with the proposed improvement is not quantifiable through the methodology described in Section 1.2.

### Benefit of Preventing Adverse Travel

The closure of the Ireland Grove Road / Towanda Barnes Road intersection results in an increase of about 150 hours daily and a decrease of about 2,900 miles daily for users of the City roadway network. This equates to an annual adverse travel cost of about \$205,900 and an annual societal pollution cost of about \$4,500.

### Economic Development Benefits

The intersection alignment project is anticipated to improve safety at the intersection and access to major employment areas. This project is adjacent to Tier II BCP Development Priority Areas.

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### Construction & Maintenance Costs

The intersection and all approaches to the intersection have an asphalt surface with an asphalt overlay to the east and west of the intersection. No overlay or PASER rating information was available for Towanda Barnes Road north and south of the intersection, as it is maintained by McLean County. The PASER ratings range from 4 to 10, with a rating of 4 in the intersection, 6 to the west of the intersection, and 10 to the east (an asphalt overlay was constructed in 2012). Based on existing conditions, construction date, and/or maintenance history, the intersection is anticipated to require two asphalt overlays, reconstruction, and another asphalt overlay during the next 50 years. The opinion of probable cost is \$2,892,100 with a life cycle cost approximated at \$3,199,200 .

### Benefit/Cost Analysis

Based on the anticipated safety benefits, adverse travel benefits, and construction and maintenance costs, the Ireland Grove Road / Towanda Barnes Road intersection project has an estimated B/C ratio of 1.90.

### Funding Options

The Ireland Grove Road / Towanda Barnes Road intersection project is likely eligible for the following funding options, as previously described in Section 1.3:

- Bloomington Capital Improvement Fund
- City of Bloomington Bonding
- State & Local MFT
- Federal STU Funds

Additionally, Towanda Barnes Road is owned by McLean County, which may have funding available to assist with the proposed intersection improvements.

### 2.13 Lafayette Street – Center Street to Ash Street

The Lafayette Street project, about 0.7 miles in length and extending in an east-west orientation from Center Street to Ash Street, is located in the south-central portion of Bloomington. The project location and limits are shown in Figure 27.



**Figure 27 - Lafayette Street Project**

#### Existing Conditions

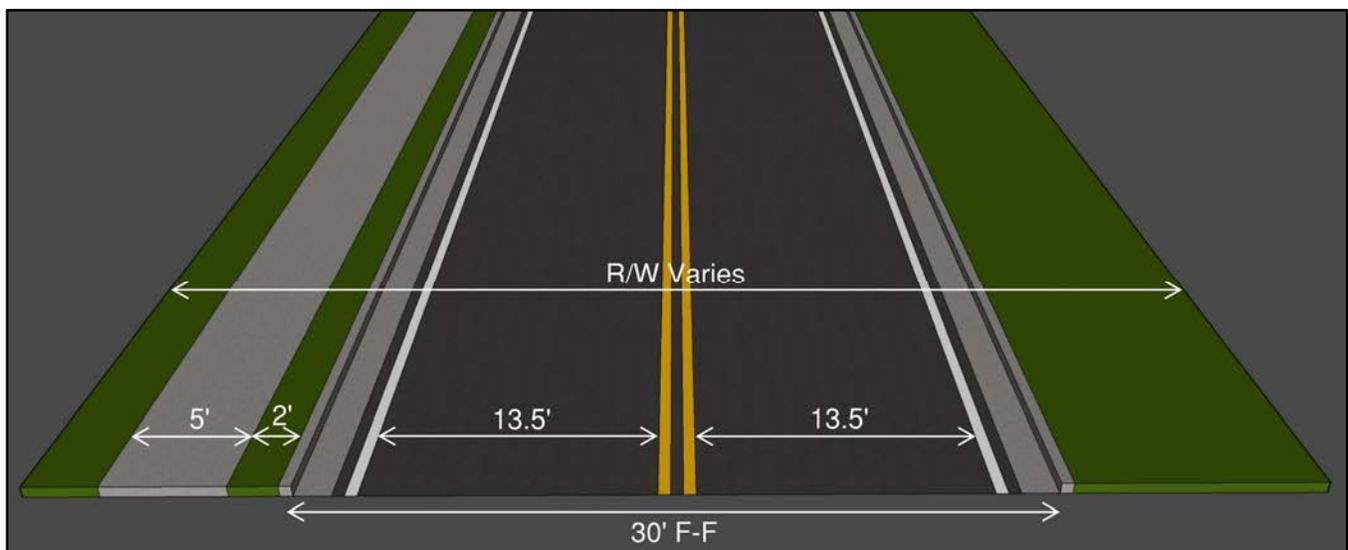
Lafayette Street is classified as a Major Collector, with a speed limit of 30 mph and a 2009 AADT volume range of 1,650 to 4,150 vehicles. It is currently configured as an undivided 2-lane roadway.

Several intersections are located within the project limits. The first two intersections are Center Street and Main Street. Near Lafayette Street, they operate as a one-way pair, with Center Street carrying southbound traffic and Main Street carrying northbound traffic. The intersection at Center Street is a T-intersection, with stop control for Lafayette Street and free-flow for Center Street. The intersection at Main Street is free-flow for Main Street and TWSC for Lafayette Street. The intersection at Bunn Street is AWSC and previously described in Section 2.2 (the northern limit of the Bunn Street project). The intersection with Ash Street is a T-intersection, with stop control for Ash Street and free-flow for Lafayette Street.

Lighting is present at all of the major intersections, but there is no lighting throughout the roadway segment. With the exception of a short segment along the north side of Lafayette Street just west of Main Street, no sidewalks are present, and no bike lanes are present throughout the project limits. An at-grade railroad crossing (owned by NSR) is located about 0.2 miles west of the intersection with Bunn Street. The area surrounding the project limits consists of a mix of residential, commercial, and industrial.

### Proposed Improvements

The Lafayette Street project entails reconstructing the roadway. The 2035 ADT is projected to be about 6,100 vehicles. Accordingly, it will remain as an undivided 2-lane roadway. Curb and gutter will be added, and each lane will be widened to 13.5 feet. The City’s Bicycle Master Plan recommends a sidewalk throughout the project limits. The proposed roadway typical section is shown in Figure 28.



**Figure 28 - Lafayette Street Proposed Typical Section**

### Benefit of Safety Improvements

Although the widened lanes proposed as part of the Lafayette Street project are anticipated to increase safety along the roadway segment, the safety benefit associated with the proposed improvement is not quantifiable through the methodology described in Section 1.2.

### Benefit of Preventing Adverse Travel

The closure of Lafayette Street, from Center Street to Ash Street, results in an increase of about 75 hours and 1,500 miles daily for users of the City roadway network. This increase equates to an annual adverse travel cost of about \$837,400 and an annual societal pollution cost of about \$2,200.

### Economic Development Benefits

The roadway reconstruction project will enhance the neighborhood appearance and encourage investment in surrounding properties. This project is adjacent to Tier I BCP Development Priority Areas.

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### Construction & Maintenance Costs

The subject portion of Lafayette Street has a primarily asphalt surface with two portions having an asphalt overlay. The current PASER rating ranges from 3 to 9, with an overall rating of 4. Based on existing conditions, construction date, and/or maintenance history, the roadway is anticipated to require reconstruction, two asphalt overlays, and another reconstruction during the next 50 years. The opinion of probable cost is \$6,510,400 with a life cycle cost approximated at \$7,808,900 . Note, a building near the intersection of Lafayette Street and Main Street may encroach on the right-of-way. Potential right-of-way acquisition is not included in the opinion of probable cost.

### Benefit/Cost Analysis

Based on the anticipated safety benefits, adverse travel benefits, and construction and maintenance costs, the Lafayette Street project has an estimated B/C ratio of 7.73. However, as noted above, potential right-of-way acquisition is not included in the B/C ratio calculation.

### Funding Options

The Lafayette Street project is likely eligible for the following funding options, as previously described in Section 1.3:

- Bloomington Capital Improvement Fund
- City of Bloomington Bonding
- State & Local MFT
- Federal STU Funds

## 2.14 Lutz Road – Luther Oaks to Morris Avenue

The Lutz Road project, about 0.33 miles in length and extending in an east-west orientation from Luther Oaks to Morris Avenue, is located in the southwest portion of Bloomington. The project location and limits are shown in Figure 29.

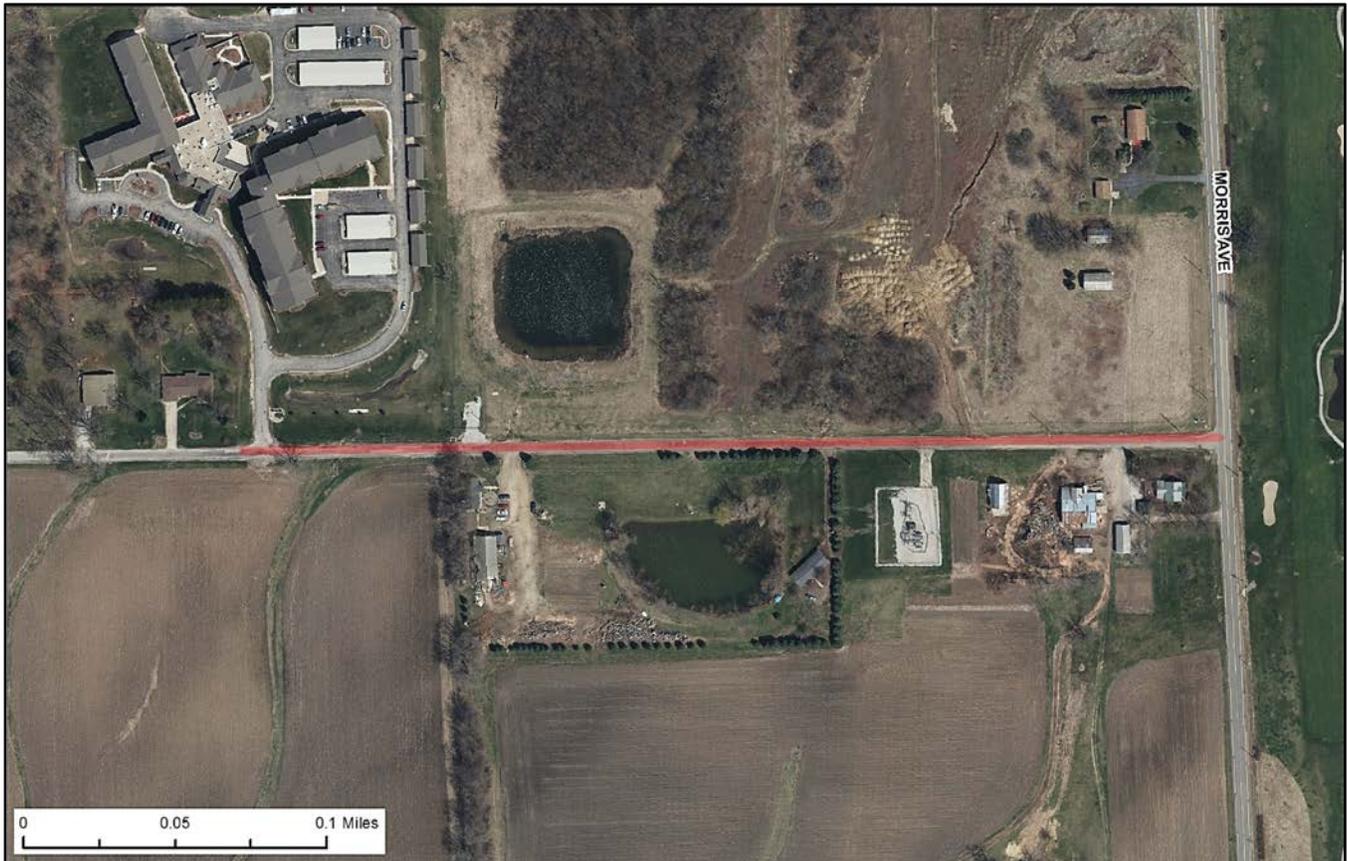


Figure 29 - Lutz Road Project

### Existing Conditions

Lutz Road is classified as a Local Road, with an assumed speed limit of 30 mph and a 2009 AADT volume of 150 vehicles. It is currently configured as an undivided 2-lane roadway, with one lane in each direction.

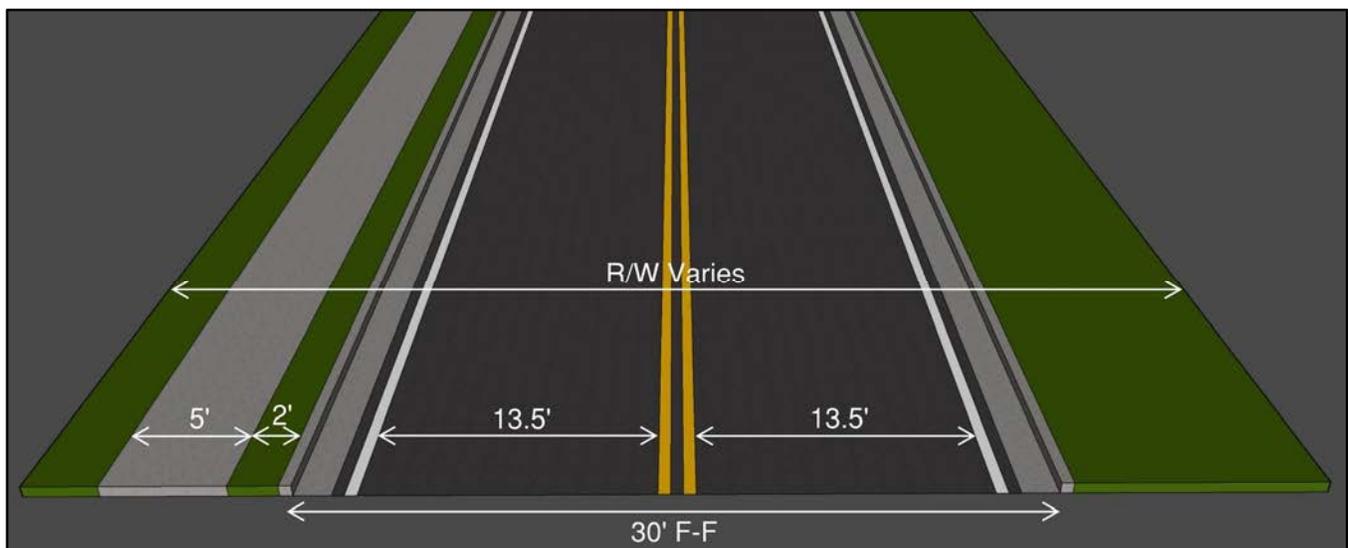
The intersection at Luther Oaks, the entrance to a retirement/senior living community, is a T-intersection, with stop control for Luther Oaks and Lutz Road being the free-flow movement. The intersection at Morris Avenue is also a T-intersection, with stop control for Lutz Road and Morris Avenue being the free-flow movement.

Lighting is present at the intersection with Morris Avenue and near the Luther Oaks intersection, but not throughout the roadway segment. No bike lanes or sidewalks are present. Within the project limits, adjacent properties are primarily undeveloped or agricultural land use.

### Proposed Improvements

The Lutz Road project entails reconstructing the roadway. The 2035 ADT is projected to be about 300 vehicles. Accordingly, it will remain as an undivided 2-lane roadway, but curb and gutter will be added and each lane will be widened to 13.5 feet. The proposed roadway typical section is shown in Figure 30. During the streets master planning effort, the City Council approved a hybrid version of the proposed typical section that does not include curb and gutter along the south side of Lutz Road. Since the purpose of the roadway is to provide local access, this solution is acceptable if it was found to be the most appropriate during design.

Although the City’s Bicycle Master Plan provides no recommendations for Lutz Road, Hanson recommends a sidewalk along the north side of the roadway. Although outside the project limits, Hanson also recommends the City consider constructing a sidewalk along the west side of Morris Road to provide connectivity with the existing sidewalk that ends approximately 800 feet north of the Morris Road intersection with Lutz Road.



**Figure 30 - Lutz Road Proposed Typical Section**

### Benefit of Safety Improvements

Although the widened lanes proposed as part of the Lutz Road project is anticipated to increase safety along the roadway segment, the safety benefit associated with the proposed improvement is not quantifiable through the methodology described in Section 1.2. Wider lanes mitigate specific types of crashes that have not been observed on Lutz Road, so modifying the condition cannot prevent any crashes. Improving the perceived lack of emergency access to the Luther Oaks Assisted Living Facility is considered a significant safety improvement for the residents.

### Benefit of Preventing Adverse Travel

Lutz Road is not a through street. It provides access to Luther Oaks Assisted Living Facility and secondary access to the Trinity Lutheran School. Macro level modeling of city traffic patterns will not identify adverse travel impacts caused by a roadway of this type. The consequence of the road closing is not decreased mobility, instead, it is decreased access to the surrounding land and businesses.

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### Economic Development Benefits

The roadway reconstruction project will enhance the neighborhood appearance and encourage investment in surrounding properties. This project is adjacent to a Tier I BCP Development Priority Area, indicating strong support for the Comprehensive Plan goals of compact development, leveraging Bloomington's investment in city services, and keeping growth contiguous to the City.

### Construction & Maintenance Costs

The subject portion of Lutz Road has a primarily oil and chip surface that was last resurfaced in 2009. The current overall PASER rating is 6. Based on existing conditions, construction date, and/or maintenance history, the roadway is anticipated to require reconstruction, two asphalt overlays, and another reconstruction during the next 50 years. The opinion of probable cost is \$2,397,400 with a life cycle cost approximated at \$3,143,000 .

### Benefit/Cost Analysis

Based on the anticipated safety benefits, adverse travel benefits, and construction and maintenance costs, the Lutz Road project has an estimated B/C ratio of 0.00.

### Funding Options

The Lutz Road project is likely eligible for the following funding options, as previously described in Section 1.3:

- Bloomington Capital Improvement Fund
- City of Bloomington Bonding
- State & Local MFT

### 2.15 Oakland Avenue (East) – Hershey Road to Ireland Grove Road

The eastern Oakland Avenue project is about 2.1 miles in length. It extends in an east-west orientation from Hershey Road to near Eddy Road, then transitions to a north-south orientation from near Eddy Road to Ireland Grove Road (this north-south portion is referred to as Streid Drive). The project is located in the southeast portion of Bloomington. The project location and limits are shown in Figure 31.



Figure 31 - Oakland Avenue (East) Project

#### Existing Conditions

From Hershey Road to Eddy Road, Oakland Avenue is classified as a Minor Arterial, with a speed limit of 40 mph and a 2009 AADT volume range of 6,700 to 10,600 vehicles. It is currently configured as an undivided 4-lane roadway, with two lanes in each direction.

The intersection at Hershey Road is signalized, and all approaches have left-turn lanes. The intersection at Eddy Road is a T-intersection, with stop control for Eddy Road and Oakland Avenue being the free-flow movement.

From just east of Eddy Road to Ireland Grove Road, Oakland Avenue is also classified as a Minor Arterial, with a speed limit of 45 mph and a 2009 AADT volume range of 3,950 to 4,650 vehicles. It is currently configured as an undivided 2-lane roadway rural cross section with one lane in each direction.

The intersection at Ireland Grove Road is a T-intersection, with stop control for Oakland Avenue and Ireland Grove Road being the free-flow movement.

Lighting is present at the intersections with Hershey Road, Eddy Road, and Ireland Grover Road, as well as throughout the roadway segment. Within the project limits, adjacent properties are almost exclusively residential.

No bike lanes are present within the project limits. From Hershey Road to Eddy Road, a sidewalk is present along the south side of Oakland Avenue but only from Zelda Lane to Eddy Road along the north side. From Eddy Road to Ireland Grove Road, a sidewalk is present along the west side of Oakland Avenue from Wilder Drive to Ireland Grove Road, but no sidewalk is present along the east side of Oakland Avenue (Streid Drive in this portion of the project).

### Proposed Improvements

The eastern Oakland Avenue project entails converting the undivided 4-lane section and widening the undivided 2-lane section to a 3-lane configuration, which consists of one lane in each direction, a TWLTL, and curb and gutter. The 2035 ADT volume is projected to be about 13,200 vehicles. The 3-lane configuration is anticipated to facilitate safer access to the residential neighborhoods in this area.

The City's Bicycle Master Plan recommends a pathway along Oakland Avenue from Eddy Road to Ireland Grove Road, where it would connect to the Constitution Trail. Further, Hanson recommends a sidewalk on the north side of Oakland Avenue at two locations for continuity: from Hershey Road to Zelda Lane and Eddy Road to Standish Drive. Pedestrians will be accommodated at the Oakland Avenue intersection with Hershey Drive with pedestrian signals and PROWAG-compliant ramps. The proposed roadway typical section is shown in Figure 32.

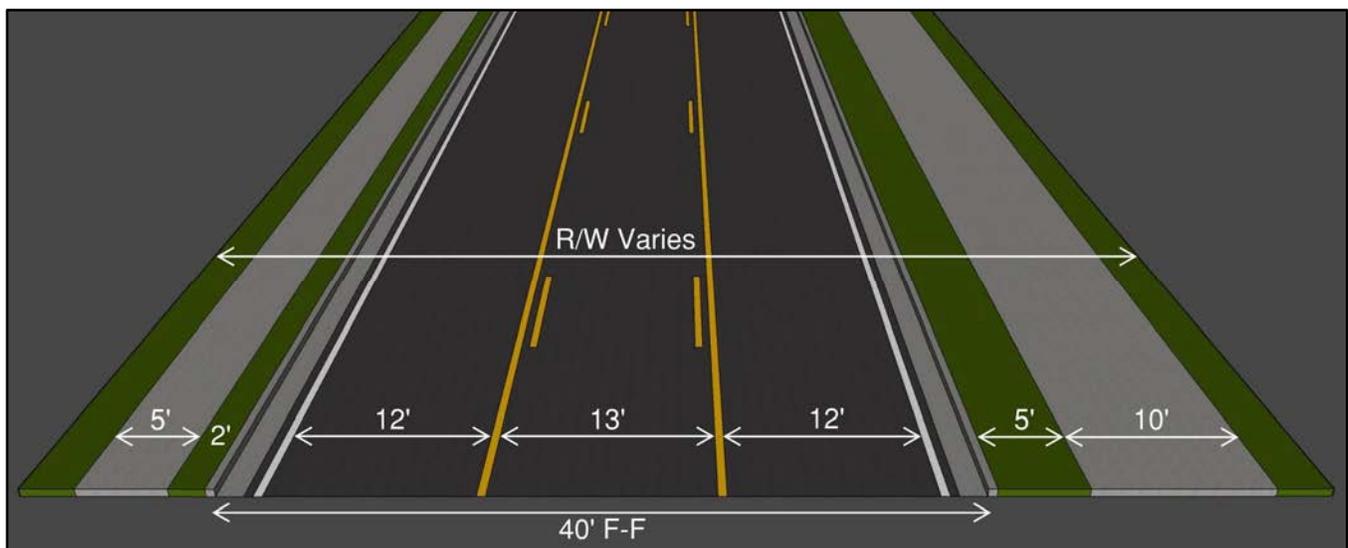


Figure 32 - Oakland Avenue (East) Proposed Typical Section

### Benefit of Safety Improvements

The TWLTL and widened roadway proposed for the Oakland Avenue (East) project is anticipated to increase safety along the roadway segment. These safety improvements are anticipated to result in an annual societal savings of about \$44,200 for FI and PDO crashes combined.

### Benefit of Preventing Adverse Travel

The closure of Oakland Avenue, from Hershey Road to Ireland Grove Road, results in an increase decrease of about 230 hours and 4,700 miles daily for users of the City roadway network. This equates to an annual adverse travel cost of about \$2,584,700 and an annual societal pollution cost of about \$6,800.

### Economic Development Benefits

The roadway reconfiguration project will enhance the neighborhood appearance and encourage investment in surrounding properties. This project is adjacent to the Central Illinois Regional Airport Tier I BCP Development Priority Area, which is a potential center for future development of major employment opportunities.

### Construction & Maintenance Costs

The subject portion of Oakland Avenue has a primarily asphalt surface with the east/west portion having an asphalt overlay. The current PASER rating ranges from 2 to 6. Based on existing conditions, construction date, and/or maintenance history, the roadway is anticipated to require reconstruction, two asphalt overlays, and another reconstruction during the next 50 years. The opinion of probable cost is \$15,966,400 with a life cycle cost approximated at \$22,003,800 .

### Benefit/Cost Analysis

Based on the anticipated safety benefits, adverse travel benefits, and construction and maintenance costs, the Oakland Avenue (East) project has an estimated B/C ratio of 9.94.

### Funding Options

The Oakland Avenue (East) project is likely eligible for the following funding options, as previously described in Section 1.3:

- Bloomington Capital Improvement Fund
- City of Bloomington Bonding
- State & Local MFT
- Federal STU Funds
- TIGER Grant

## 2.16 Oakland Avenue (West) – Fox Creek Road to Magoun Street

The western Oakland Avenue project is about 2.3 miles in length. It generally forms an arc, extending in a north-south orientation from Fox Creek Road past Six Points Road, then transitions to an east-west orientation past Alexander Road to Magoun Street. The project is located in the southwest portion of Bloomington. The project location and limits are shown in Figure 33.

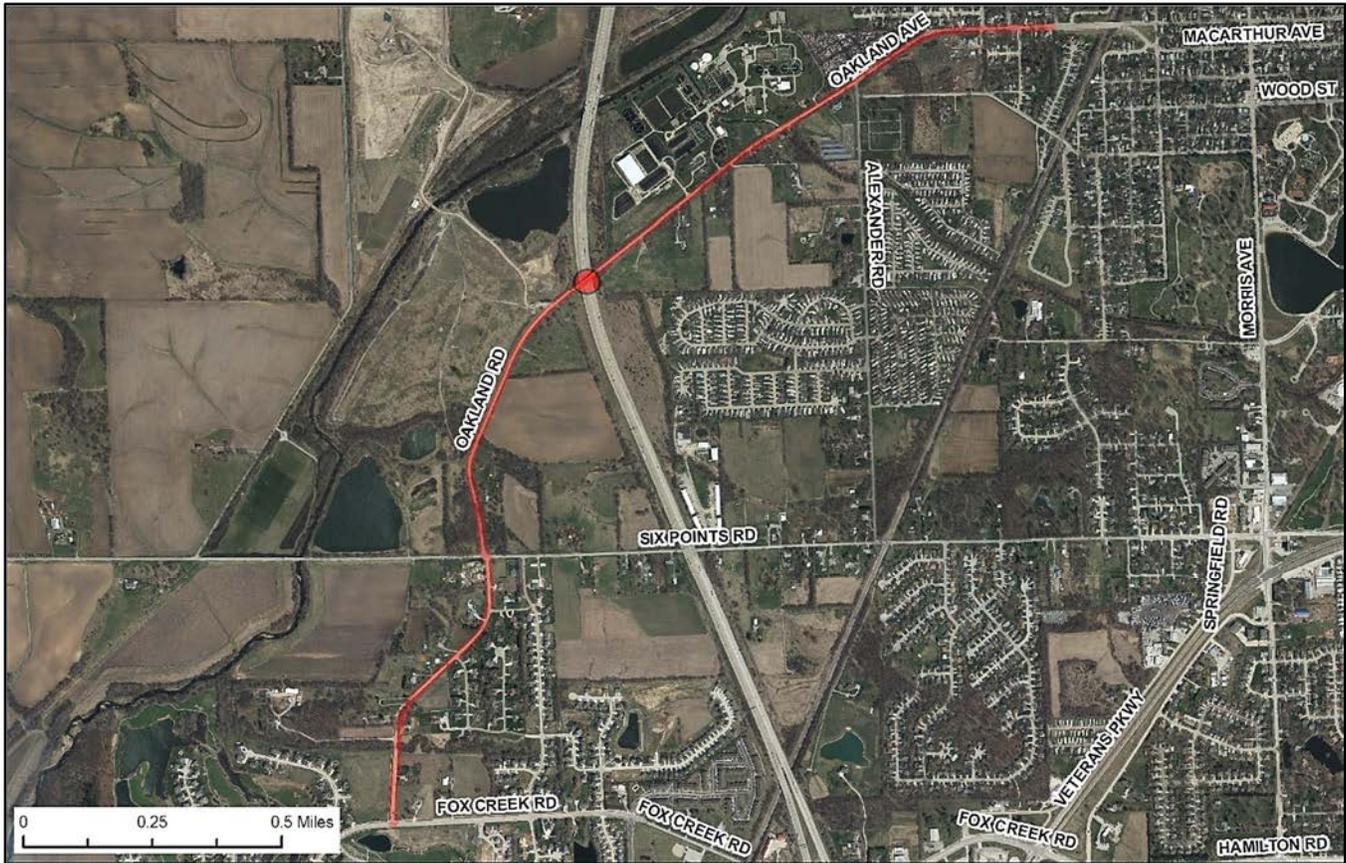


Figure 33 - Oakland Avenue (West) Project

### Existing Conditions

Oakland Avenue is classified as a Major Collector, with a speed limit ranging from 45 mph near Fox Creek Road to 30 mph near Magoun Street. The 2009 AADT volume ranges from 2,350 to 5,900 vehicles. It is currently configured as an undivided 2-lane roadway, with one lane in each direction.

The intersection at Fox Creek Road is a T-intersection, with stop control for Oakland Avenue and Fox Creek Road being the free-flow movement. The intersection at Six Points Road is AWSC. The intersections at Alexander Road and Magoun Street are T-intersections, with stop control for Alexander Road and Magoun Street and Oakland Avenue being the free-flow movement.

Lighting is only present at the intersection with Alexander Road. No bicycle lanes are present, and a short segment of sidewalk is present along the west side of Oakland Avenue extending northward from

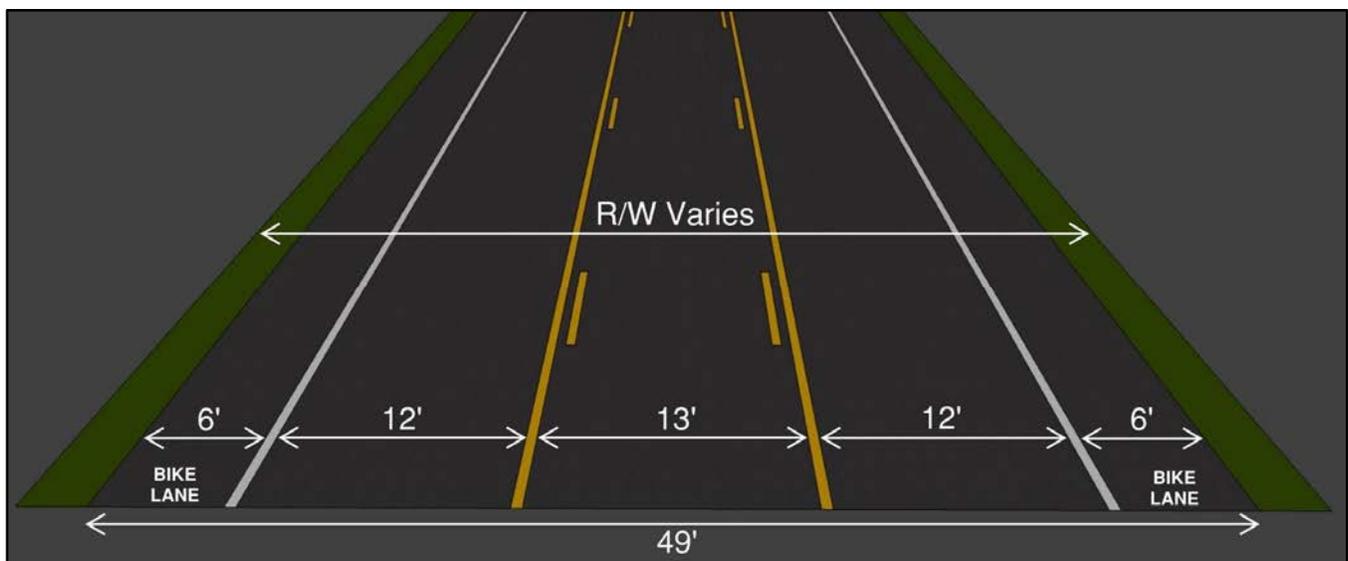
the Fox Creek Road intersection. Within the project limits, adjacent properties consist of residential, agricultural, and light industrial land uses, as well as undeveloped land.

The Oakland Avenue Bridge (SN 570111), which was constructed in 1963 and crosses over I-55/I-74, is currently configured as an undivided 2-lane roadway, with one lane in each direction. No lighting is present on the bridge. As of 2013, the bridge was listed as Functionally Obsolete, Structurally Deficient, and had a Sufficiency Rating of 75.5.

**Proposed Improvements**

The western Oakland Avenue project entails converting the undivided 2-lane roadway to a 3-lane configuration, which consists of one lane in each direction and a TWLTL. The 2035 ADT volume is projected to be about 11,100 vehicles.

Additional improvements consist of realigning the northbound and southbound approaches at the Six Points Road intersection, as well as lighting at all major intersections. The City’s Bicycle Master Plan recommends paved shoulders and sidewalks in conjunction with future development adjacent to Oakland Avenue. Hanson recommends designated bike lanes on the widened roadway, if sufficient right-of-way is available. The proposed roadway typical section is shown in Figure 34.



**Figure 34 - Oakland Avenue (West) Proposed Typical Section**

**Benefit of Safety Improvements**

The TWLTL, intersection lighting at the Fox Creek Road and Six Points Road intersections with Oakland Avenue (West), and reducing the skew angle at the Six Points Road intersection is anticipated to increase safety along the roadway segment. These safety improvements are anticipated to result in an annual societal savings of about \$212,700 for FI and PDO crashes combined.

**Benefit of Preventing Adverse Travel**

The closure of Oakland Avenue, from Fox Creek Road to Magoun Street, results in an increase of about 10 hours daily and a decrease of about 80 miles daily for users of the City roadway network. This

equates to an annual adverse travel cost of about \$30,000 and an annual societal pollution cost of about \$240.

### Economic Development Benefits

The roadway reconfiguration project will improve access to areas already served by public sewer and water, capitalizing on prior investments in City infrastructure. This project is adjacent to Tier I, II, and III BCP Development Priority Areas.

### Construction & Maintenance Costs

The subject portion of Oakland Avenue has a primarily asphalt surface with an asphalt overlay. The current PASER rating ranges from 3 to 10 (an asphalt overlay was constructed near the northeast project limits in 2014). Based on existing conditions, construction date, and/or maintenance history, the roadway is anticipated to require reconstruction, two asphalt overlays, and another reconstruction during the next 50 years. The opinion of probable cost is \$11,891,800 with a life cycle cost approximated at \$18,465,100 .

### Benefit/Cost Analysis

Based on the anticipated safety benefits, adverse travel benefits, and construction and maintenance costs, the Oakland Avenue (West) project has an estimated B/C ratio of 1.81.

### Funding Options

The Oakland Avenue (West) project is likely eligible for the following funding options, as previously described in Section 1.3:

- Bloomington Capital Improvement Fund
- City of Bloomington Bonding
- State & Local MFT
- Federal STU Funds
- TIGER Grant

### 2.17 Seminary Avenue – Cottage Avenue to Center Street

The Seminary Avenue project, about 0.85 miles in length and extending in an east-west orientation from Cottage Avenue to Center Street, is located in the west-central portion of Bloomington. Note, in the vicinity of the UPRR bridge, Seminary Avenue transitions northward and changes names to Emerson Street. The project location and limits are shown in Figure 35.

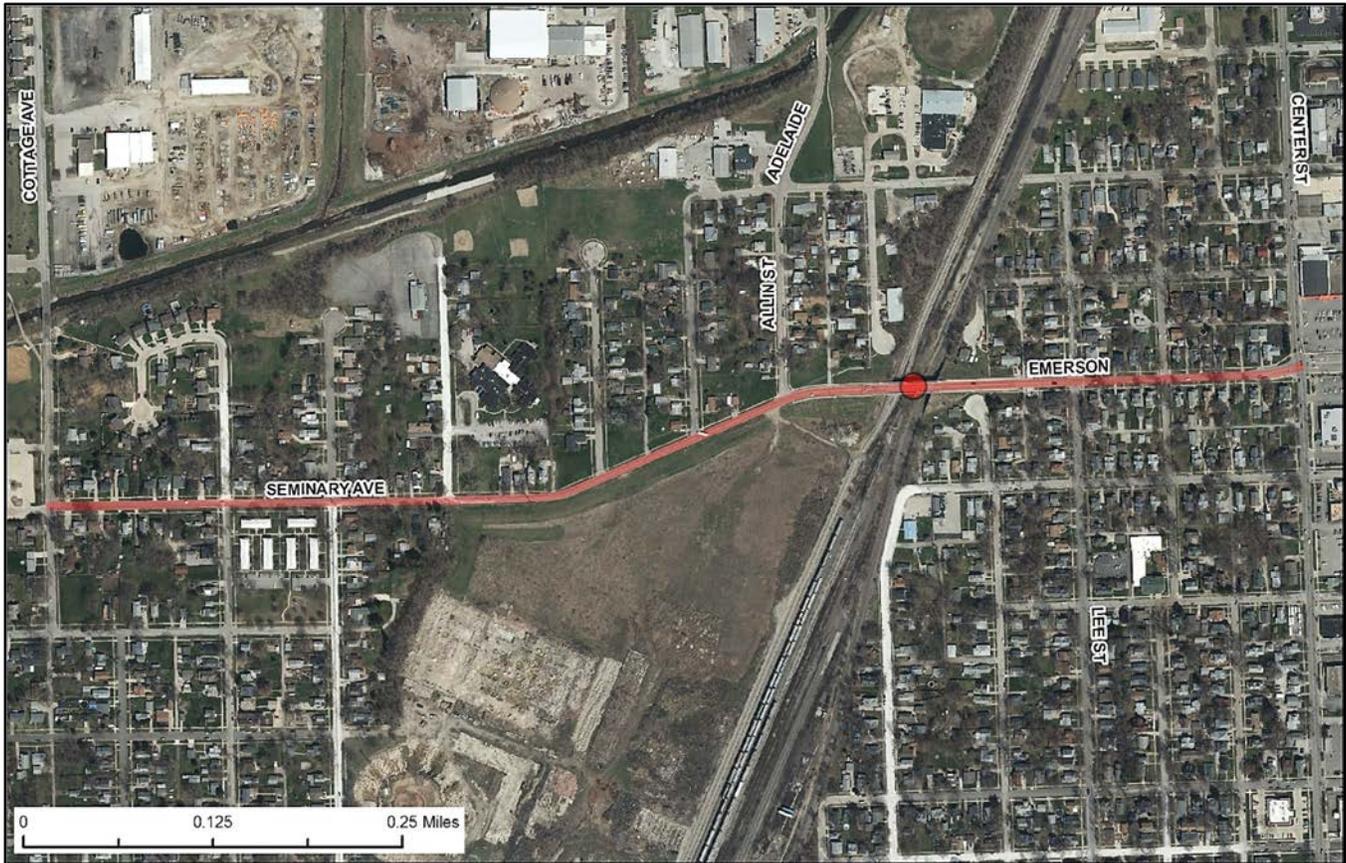


Figure 35 - Seminary Avenue Project

#### Existing Conditions

Seminary Avenue is classified as a Minor Arterial, with a speed limit of 30 mph and a 2009 AADT volume range of 4,000 to 7,500 vehicles. It is currently configured as an undivided 2-lane roadway, with one lane in each direction.

The intersection at Cottage Avenue is a T-intersection, with stop control for Seminary Avenue and Cottage Avenue being the free-flow movement. The intersection at Center Street is signalized, with a right-turn lane for the eastbound approach and a left-turn lane for the westbound approach.

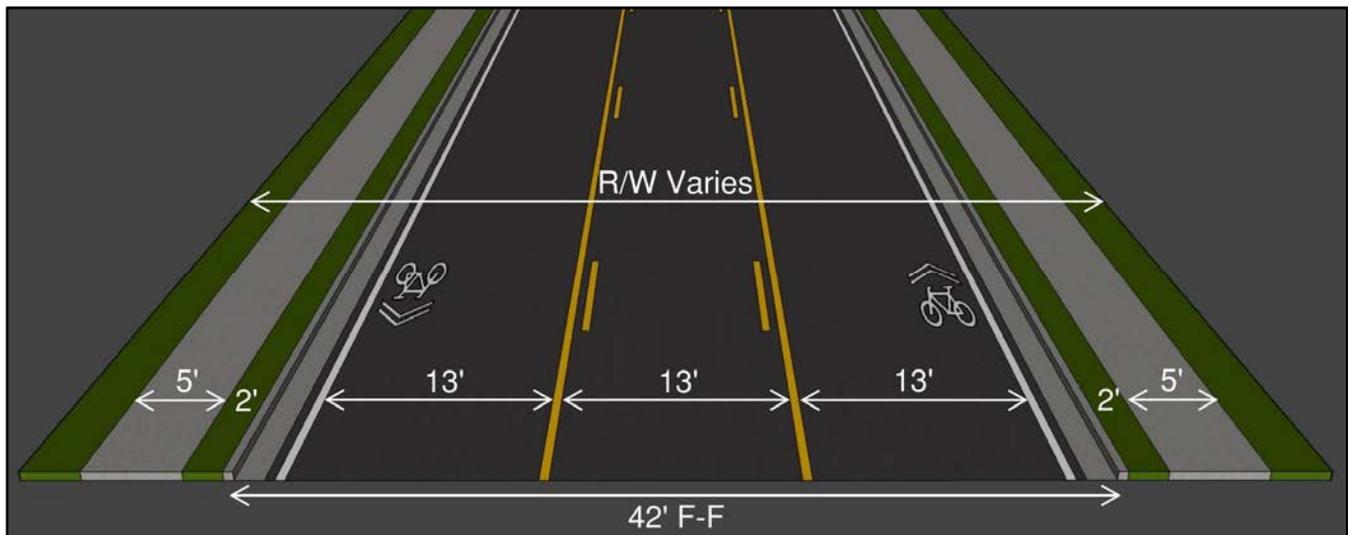
Lighting is present at the intersections with Cottage Avenue and Center Street, as well as throughout the roadway segment. No bike lanes are present. Sidewalks are present along the north and south sides of Seminary Avenue, except a segment along the south side from Morris Avenue to Allin Street. Within the project limits, adjacent properties are primarily residential.

The Seminary Avenue Bridge (SN 576336), which was constructed in 2003 and crosses over the UPRR tracks, is currently configured as an undivided 2-lane roadway, with one lane in each direction. No lighting is present on the bridge. As of 2013, the bridge was listed as Functionally Obsolete, but had a Sufficiency Rating of 80.5.

Proposed Improvements

The Seminary Avenue project entails converting the undivided 2-lane roadway to a 3-lane configuration, which consists of one lane in each direction, a TWLTL, and curb and gutter. However, the roadway will narrow at the bridge, which will remain in the existing undivided 2-lane configuration since a turn lane on the bridge is unnecessary. The 2035 ADT volume is projected to be about 8,600 vehicles on Seminary Avenue.

The City’s Bicycle Master Plan recommends shared lane markings to accommodate bicycles; however, Hanson recommends including designated bike lanes on the widened roadway if sufficient right-of-way is available and for continuity, constructing a sidewalk along the south side of Seminary Avenue where it’s currently missing. The proposed roadway typical section is shown in Figure 36. The proposed typical section may require minor adjustments (11-foot lanes and elimination of the 2-foot buffers adjacent to the sidewalks) due to right-of-way constraints.



**Figure 36 - Seminary Avenue Proposed Typical Section**

Benefit of Safety Improvements

The TWLTL proposed for the Seminary Avenue project is anticipated to increase safety along the roadway segment. This safety improvement is anticipated to result in an annual societal savings of about \$168,100 for FI and PDO crashes combined.

Benefit of Preventing Adverse Travel

The closure of Seminary Avenue, from Cottage Avenue to Center Street, results in an increase of about 350 hours and 9,350 miles daily for users of the City roadway network. This equates to an annual adverse travel costs of about \$4,495,800 and an annual societal pollution cost of about \$10,360.

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### Economic Development Benefits

The roadway reconfiguration project is anticipated to improve access for future redevelopment of the former Chicago & Alton Rail yard area. The improvements may also enhance the neighborhood appearance and encourage investment in surrounding properties. This project is adjacent to a Tier I BCP Development Priority Area, indicating strong support for the Comprehensive Plan goals of compact development, leveraging Bloomington's investment in city services, and keeping growth contiguous to the City.

### Construction & Maintenance Costs

The subject portion of Seminary Avenue has a primarily concrete surface with an asphalt overlay. The current PASER rating ranges from 4 to 10 (an asphalt overlay was constructed near the eastern project limits in 2014). Based on existing conditions, construction date, and/or maintenance history, the roadway is anticipated to require an asphalt overlay, reconstruction, and two more asphalt overlays during the next 50 years. The opinion of probable cost is \$5,370,900 with a life cycle cost approximated at \$6,066,500 .

### Benefit/Cost Analysis

Based on the anticipated safety benefits, adverse travel benefits, and construction and maintenance costs, the Seminary Avenue project has an estimated B/C ratio of 33.12.

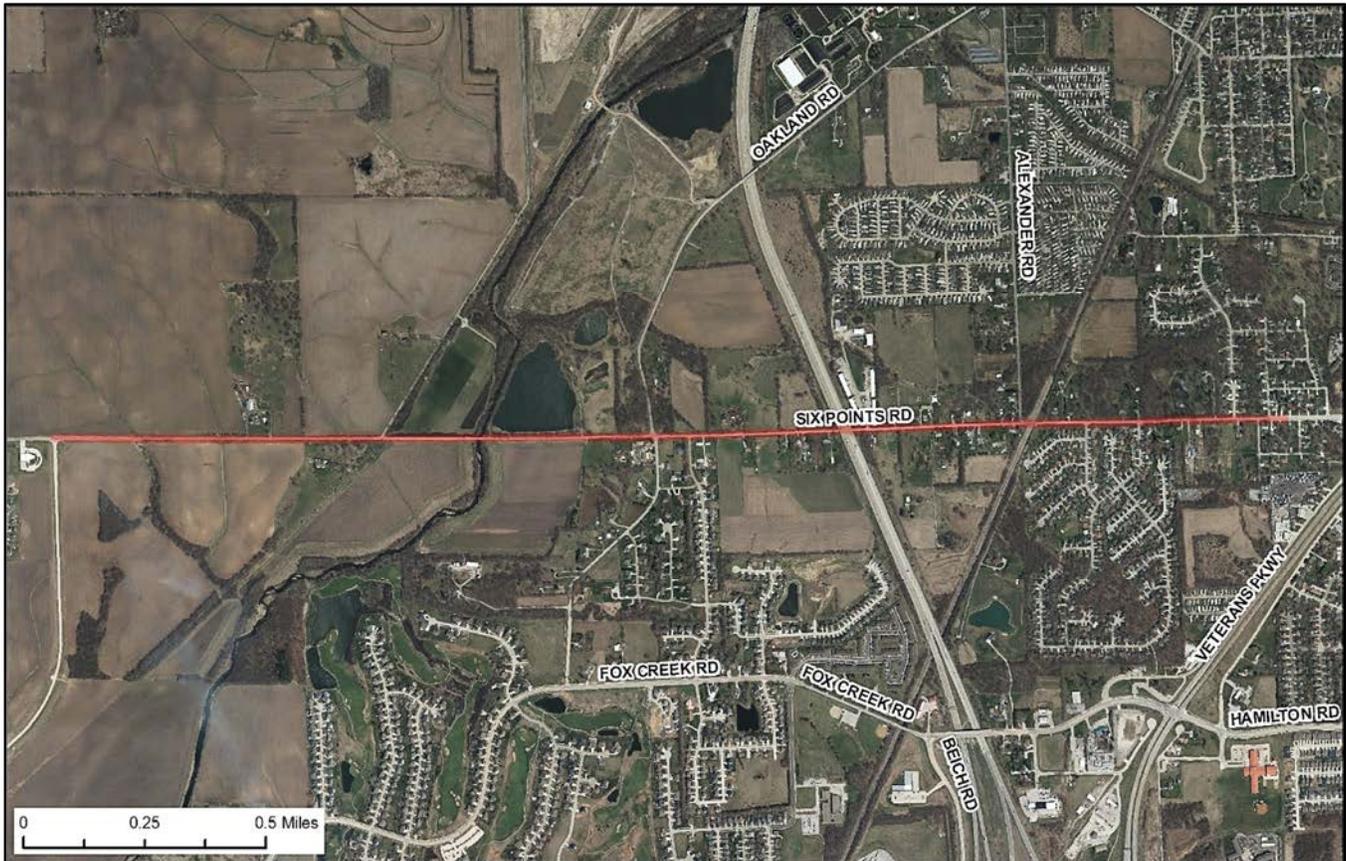
### Funding Options

The Seminary Avenue project is likely eligible for the following funding options, as previously described in Section 1.3:

- Bloomington Capital Improvement Fund
- City of Bloomington Bonding
- State & Local MFT
- Federal STU Funds

## 2.18 Six Points Road – Mitsubishi Motorway to McKay Drive

The Six Points Road project, about 2.65 miles in length and extending in an east-west orientation from Mitsubishi Motorway to McKay Drive, is located in the southwest portion of Bloomington. The project location and limits are shown in Figure 37.



**Figure 37 - Six Points Road Project**

### Existing Conditions

Six Points Road is classified as a Major Collector from Mitsubishi Motorway to Alexander Road and a Minor Arterial from Alexander Road to McKay Drive. The speed limit is 40 mph east of the Oakland Avenue intersection and 55 mph and rural west of Oakland Avenue. The 2009 AADT volume ranges from 1,950 to 5,800 vehicles. It is currently configured as an undivided 2-lane roadway, with one lane in each direction.

The intersection with Oakland Avenue is AWSC and previously discussed in Section 2.16. The intersection at Alexander Road is a T-intersection, with stop control for Alexander Road and Six Points Road being the free-flow movement.

Lighting is not present at any intersection or throughout the roadway segment. No bike lanes or sidewalks are present. An at-grade railroad crossing (owned by UPRR) is located about 100 feet east

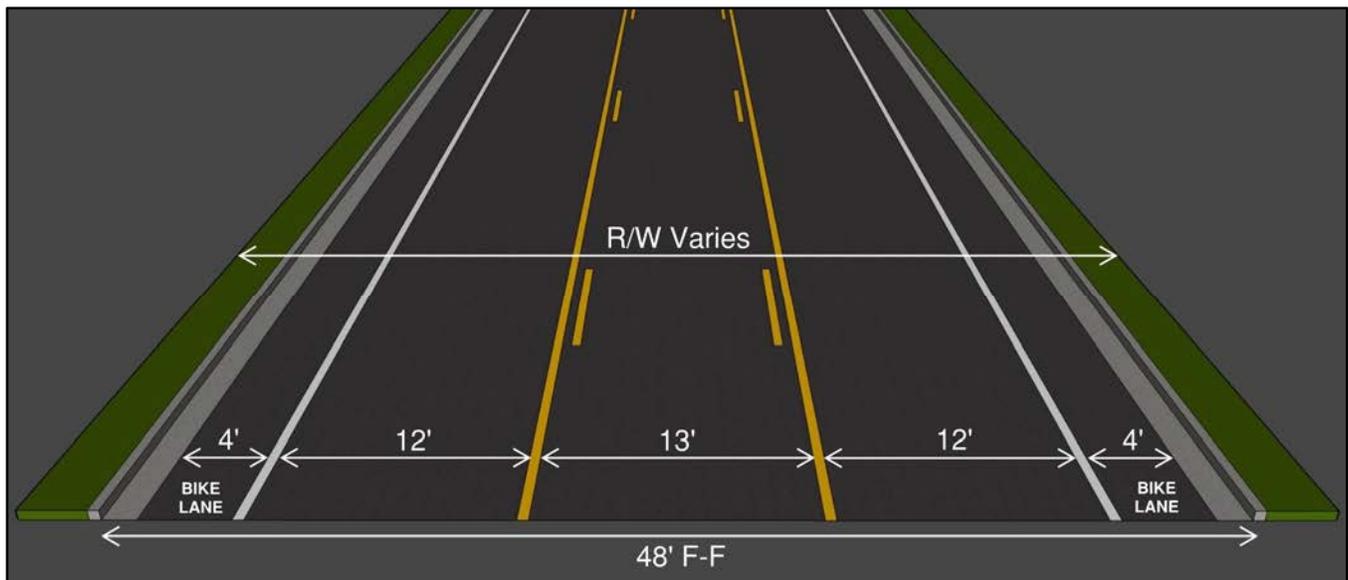
of the Alexander Road intersection. Within the project limits, adjacent properties consist of residential and agricultural land uses, as well as undeveloped land.

### Proposed Improvements

The Six Points Road project entails converting the undivided 2-lane roadway to a 3-lane configuration, which consists of one lane in each direction, a TWLTL, and curb and gutter, which will require lowering the speed limit to 45 mph throughout. The 2035 ADT volume is projected to be 10,900 vehicles.

The City's Bicycle Master Plan recommends a pathway along Six Points Road from Alexander Road and McKay Drive. Additionally, Hanson recommends including bike lanes on the widened roadway from the proposed Wylie Drive extension (see Section 3.7) to Alexander Road, which will provide bicycle connectivity to the bike lanes recommended on Oakland Avenue (see Section 2.16). Sidewalks are also recommended west of Alexander Road in conjunction with any future development.

The proposed typical section for the portion of Six Points Road west of Alexander Road is shown in Figure 38 and east of Alexander Road is shown in Figure 39.



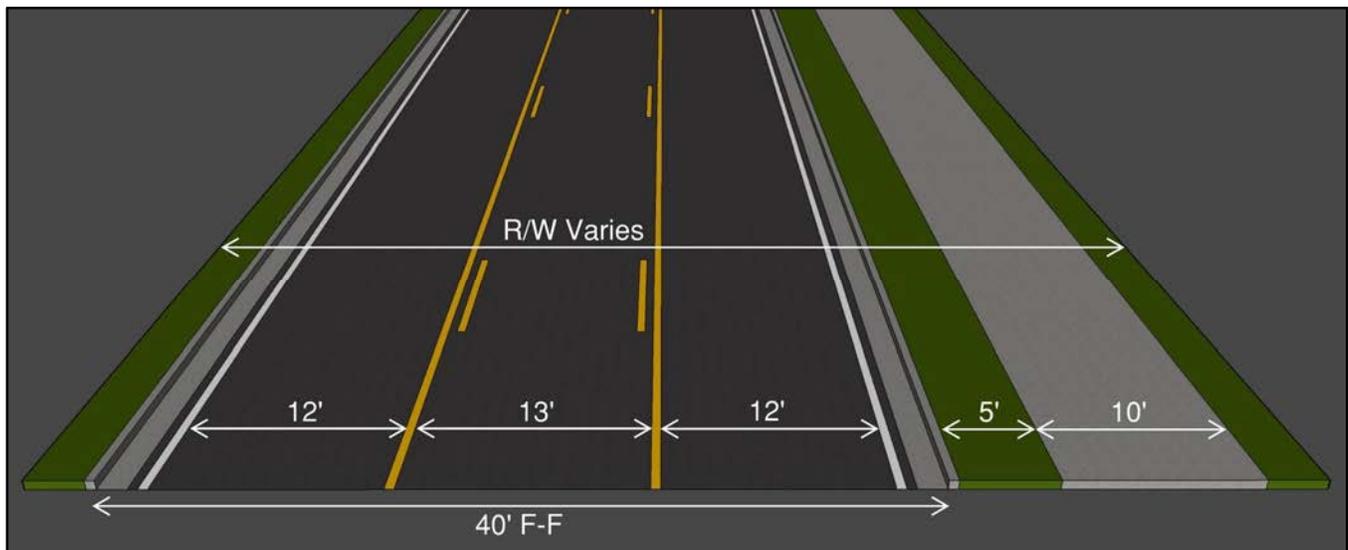
**Figure 38 - Six Points Road (West) Proposed Typical Section**

### Benefit of Safety Improvements

The TWLTL proposed for the Six Points Road project is anticipated to increase safety along the roadway segment. This safety improvement is anticipated to result in an annual societal savings of about \$93,500 for FI and PDO crashes combined.

### Benefit of Preventing Adverse Travel

The closure of Six Points Road, from Mitsubishi Motorway to McKay Drive, results in an increase of about 335 hours and 9,600 miles daily for users of the City roadway network. This increase equates to an annual adverse travel cost of about \$4,479,500 and an annual societal pollution cost of about \$9,900.



**Figure 39 - Six Points Road (East) Proposed Typical Section**

#### Economic Development Benefits

This roadway project will improve access to areas already served by public sewer and water, capitalizing on prior investments in City infrastructure. This project is adjacent to Tier I, II, and III BCP Development Priority Areas.

#### Construction & Maintenance Costs

The subject portion of Six Points Road has a primarily asphalt surface, and the western half of the project has an asphalt overlay. The current PASER rating ranges from 3 to 7. Based on existing conditions, construction date, and/or maintenance history, the roadway is anticipated to require reconstruction, two asphalt overlays, and another reconstruction during the next 50 years. The opinion of probable cost is \$16,941,600 with a life cycle cost approximated at \$24,081,100 .

#### Benefit/Cost Analysis

Based on the anticipated safety benefits, adverse travel benefits, and construction and maintenance costs, the Six Points Road project has an estimated B/C ratio of 14.35.

#### Funding Options

The Six Points Road project is likely eligible for the following funding options, as previously described in Section 1.3:

- Bloomington Capital Improvement Fund
- City of Bloomington Bonding
- State & Local MFT
- Federal STU Funds
- TIGER Grant

## 2.19 Washington Street – Euclid Avenue to Morris Avenue

The Washington Street project, about 0.5 miles in length and extending in an east-west orientation from Euclid Avenue to Morris Avenue, is located in the west-central portion of Bloomington. The project location and limits are shown in Figure 40.



**Figure 40 - Washington Street Project**

### Existing Conditions

Washington Street is classified as a Major Collector, with a speed limit of 30 mph and a 2009 AADT volume range of 6,000 to 6,500 vehicles. It is currently configured as an undivided 2-lane roadway, with one lane in each direction.

The intersection at Euclid Avenue was previously discussed in Section 2.4 (Euclid Avenue / Brown Street Intersection). The intersection at Morris Avenue is AWSC, with a right-turn lane for the eastbound approach and a left-turn lane for the northbound approach.

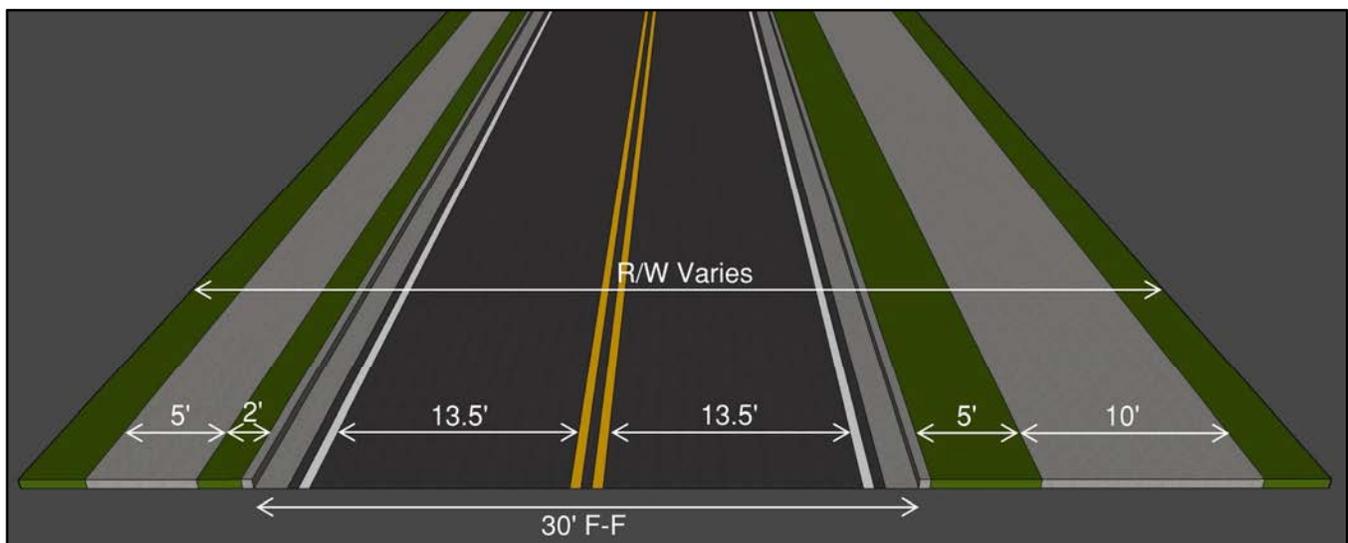
Lighting is present at the intersections with Euclid Avenue and Morris Avenue, as well as throughout the roadway segment. No bike lanes are present. The Constitution Trail is adjacent to the south side of Washington Street throughout most of the project limits, and only a short discontinuity in the sidewalk along the north side is present between Brown Street and Darran Street. Two (2) at-grade railroad crossings (one owned by UPRR and the other by NSR), plus two track siding crossings, are located in

the eastern half of the project. Within the project limits, adjacent properties are a mix of residential, commercial, and light industrial land uses.

### Proposed Improvements

The Washington Street project entails reconstructing the roadway. The 2035 ADT is projected to be about 7,800 vehicles. Accordingly, it will remain as an undivided 2-lane roadway, but curb and gutter will be added and each lane will be widened to 13.5 feet.

The City's Bicycle Master Plan recommends completing the short segment of sidewalk along the north side of Washington Street near the Brown Street intersection. Within the project limits, the Constitution Trail is parallel to Washington Street, along the south side of the roadway. The proposed typical section is shown in Figure 41.



**Figure 41 - Washington Street Proposed Typical Section**

### Benefit of Safety Improvements

The widened lanes proposed for the Washington Street project is anticipated to increase safety along the roadway segment. This safety improvement is anticipated to result in an annual societal savings of about \$3,400 for FI and PDO crashes combined.

### Benefit of Preventing Adverse Travel

The closure of Washington Street, from Euclid Avenue to Morris Avenue, results in an increase of about 100 hours and 1,500 miles daily for users of the City roadway network. This increase equates to an annual adverse travel cost of about \$987,200 and an annual societal pollution cost of about \$3,000.

### Economic Development Benefits

The roadway reconstruction project is anticipated to improve transportation quality for a major east-west corridor and western entrance to the City. The roadway improvements may also enhance the neighborhood appearance and encourage investment in surrounding properties. This project is adjacent to a Tier I BCP Development Priority Area, indicating strong support for the Comprehensive

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Plan goals of compact development, leveraging Bloomington’s investment in city services, and keeping growth contiguous to the City.

Construction & Maintenance Costs

The subject portion of Washington Street has a primarily concrete surface with an asphalt overlay. The current PASER rating ranges from 3 to 10 (an asphalt overlay was constructed near the railroad crossings in 2014) with an overall rating of 4. Based on existing conditions, construction date, and/or maintenance history, the roadway is anticipated to require reconstruction, two asphalt overlays, and another reconstruction during the next 50 years. The opinion of probable cost is \$5,347,600 with a life cycle cost approximated at \$6,778,700 .

Benefit/Cost Analysis

Based on the anticipated safety benefits, adverse travel benefits, and construction and maintenance costs, the Washington Street project has an estimated B/C ratio of 12.04.

Funding Options

The Washington Street project is likely eligible for the following funding options, as previously described in Section 1.3:

- Bloomington Capital Improvement Fund
- City of Bloomington Bonding
- State & Local MFT
- Federal STU Funds

## 2.20 Woodrig Road – US 51 Business to US 150

The Woodrig Road project, about 1.8 miles in length and extending primarily in an east-west orientation from US 51 Business (South Main Street) to US 150 (Morrissey Drive), is located in the south-central portion of Bloomington. The project location and limits are shown in Figure 42.

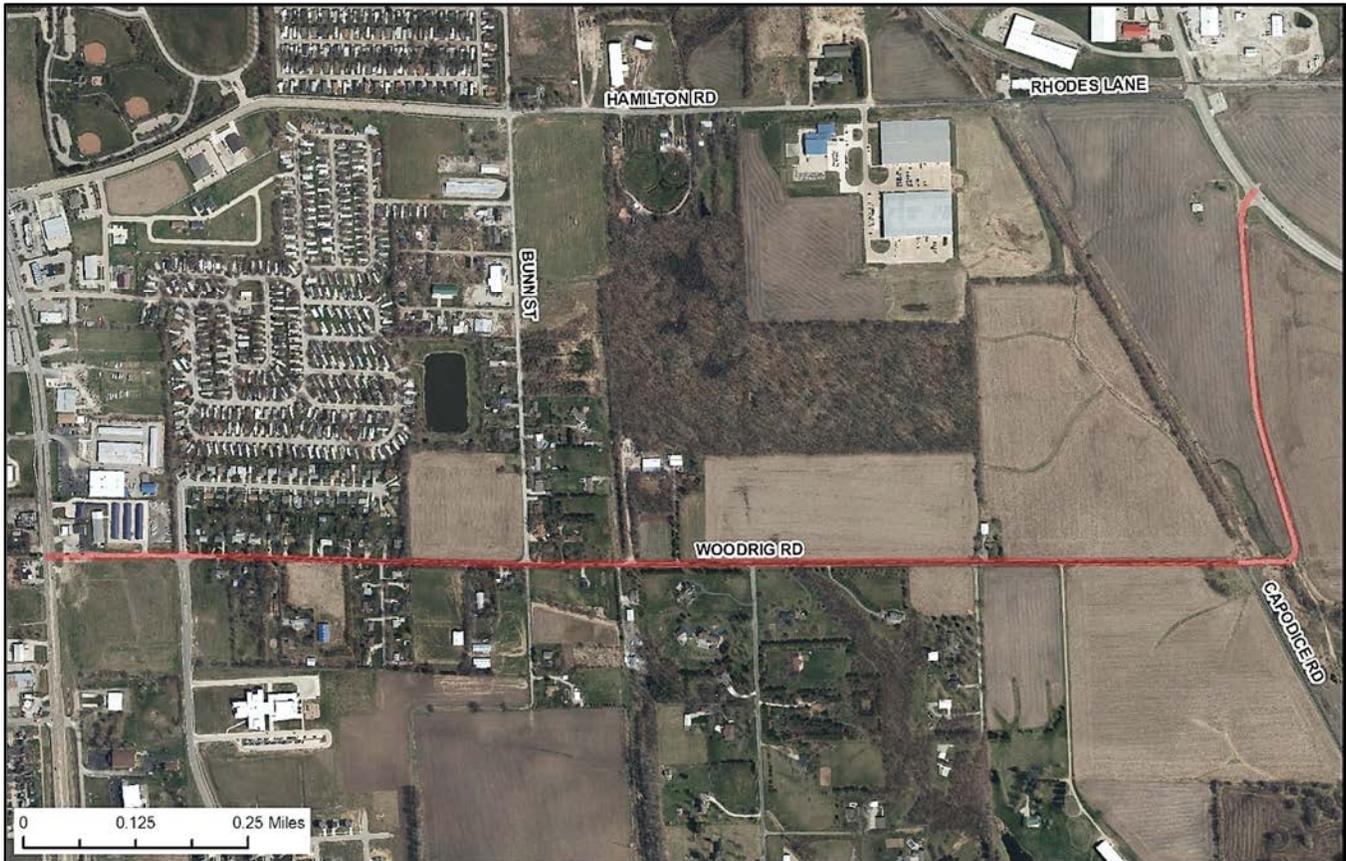


Figure 42 - Woodrig Road Project

### Existing Condition

Woodrig Road is classified as a Major Collector, with a speed limit of 35 mph throughout the east-west portion and 50 mph on the north-south portion near the eastern project limits. Woodrig Road has a 2009 AADT volume range of 1,550 to 2,800 vehicles, and it is currently configured as an undivided 2-lane roadway, with one lane in each direction.

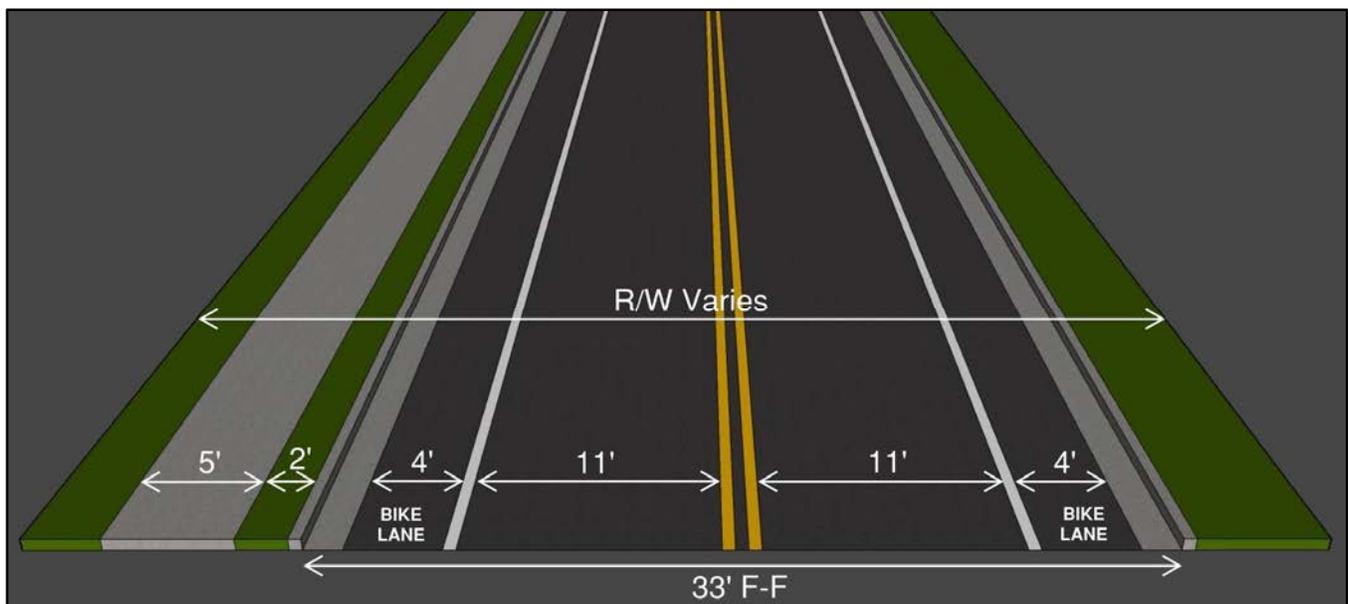
The intersection at US 51 Business is a T-intersection, with stop control for Woodrig Road and US 51 Business being the free-flow movement. The southbound approach has a left-turn lane. The intersection at Bunn Street is the southern limits of the Bunn Street project previously described in Section 2.2. The intersection at US 150 is a T-intersection, with stop-control for Woodrig Road and US 150 being the free-flow movement. The eastbound approach has a channelized right-turn lane, and the northbound approach has a left-turn lane.

Lighting is present at the intersections with US 51 Business and US 150, but not throughout the roadway segment. No bike lanes or sidewalks are present. An at-grade railroad crossing (owned by NSR) is located near the eastern limits of the project; however, the tracks appear to be no longer in use. Within the project limits, adjacent properties are primarily a mix of residential and agricultural land uses.

Proposed Improvements

The Woodrig Road project entails reconstructing the roadway. The 2035 ADT is projected to range from about 2,200 to 4,000 vehicles. Accordingly, it will remain as an undivided 2-lane roadway, but curb and gutter will be added and each lane will be widened to 11 feet.

The City’s Bicycle Master Plan recommends constructing bicycle and pedestrian accommodations in conjunction with development in the area, with paved shoulders as a minimum improvement. Hanson recommends designated bike lanes on the widened roadway if sufficient right-of-way is available, constructing a sidewalk along the north side of Woodrig Road between US 51 Business and Bunn Street, and sidewalks along at least one side of the roadway in conjunction with any future development east of Bunn Street. The proposed roadway typical section is shown in Figure 43.



**Figure 43 - Woodrig Road Proposed Typical Section**

Benefit of Safety Improvements

The widened lanes proposed for the Woodrig Road project is anticipated to increase safety along the roadway segment. This safety improvement is anticipated to result in an annual societal savings of about \$22,200 for FI and PDO crashes combined.

Benefit of Preventing Adverse Travel

The closure of Woodrig Road, from US 51 Business to US 150, results in an increase of about 215 hours and 9,400 miles daily for users of the City roadway network. This increase equates to an annual adverse travel cost of about \$3,702,000 and an annual societal pollution cost of about \$6,400.

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### Economic Development Benefits

The roadway reconstruction project will enhance the neighborhood appearance and encourage investment in surrounding properties. This project is adjacent to Tier I and III BCP Development Priority Areas.

### Construction & Maintenance Costs

The subject portion of Woodrig Road has a primarily asphalt surface. The current PASER rating ranges from 3 to 4 with an overall rating of 3. Based on existing conditions, construction date, and/or maintenance history, the roadway is anticipated to require reconstruction, two asphalt overlays, and another reconstruction during the next 50 years. The opinion of probable cost is \$17,808,300 with a life cycle cost approximated at \$23,009,300 .

### Benefit/Cost Analysis

Based on the anticipated safety benefits, adverse travel benefits, and construction and maintenance costs, the Woodrig Road project has an estimated B/C ratio of 12.92.

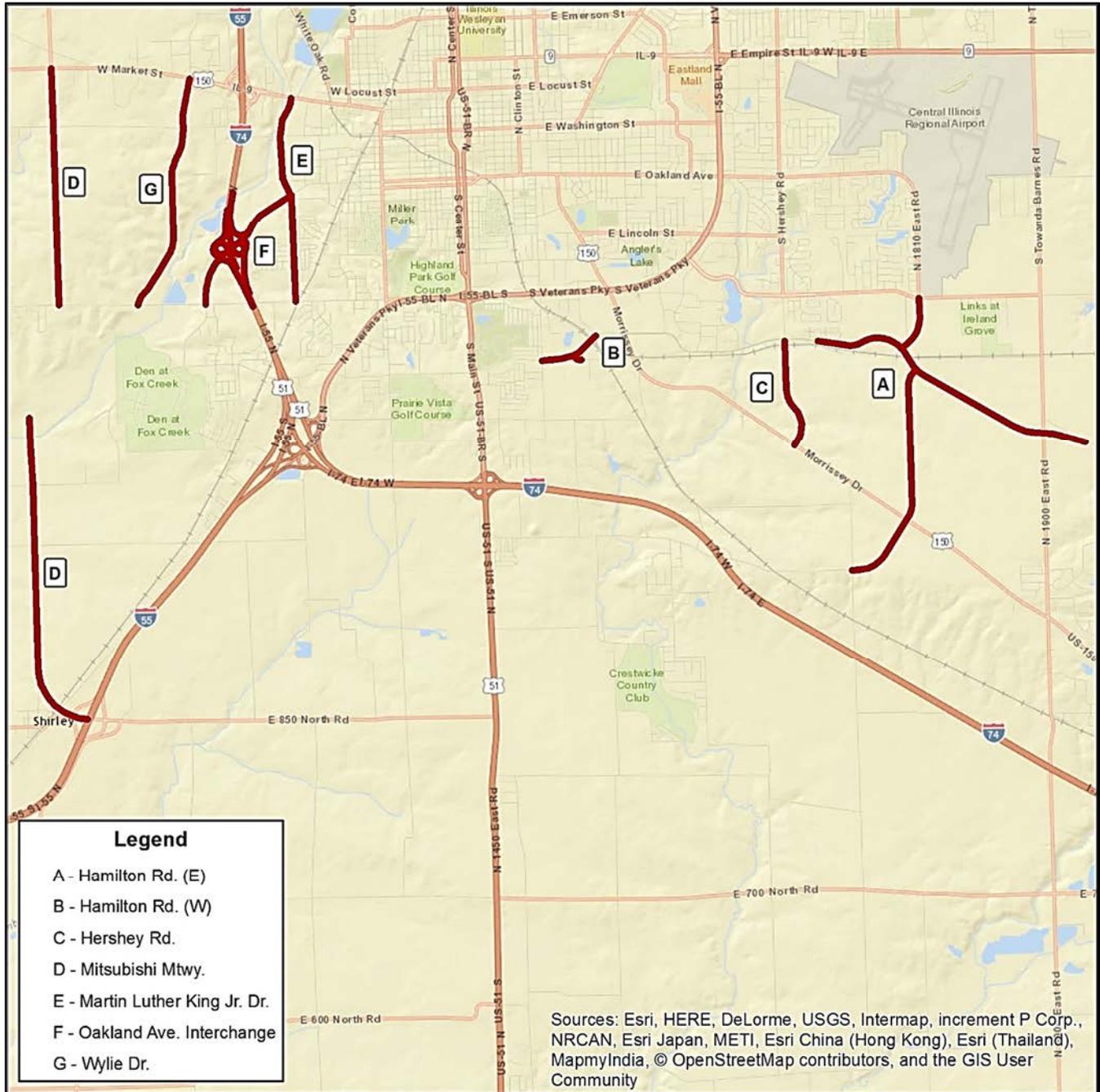
### Funding Options

The Woodrig Road project is likely eligible for the following funding options, as previously described in Section 1.3:

- Bloomington Capital Improvement Fund
- City of Bloomington Bonding
- State & Local MFT
- Federal STU Funds

### 3.0 New Roadway Alignments

The seven projects described in this section consist of new roadway alignments. These projects are primarily extensions of existing roadways intended to provide improved transportation network connectivity, both now and to accommodate future development. The location and approximate limits of the new roadway alignment projects are shown in Figure 44.



**Figure 44 - New Roadway Alignment Projects**

### 3.1 Hamilton Road (East) – Multiple Alignments

The eastern Hamilton Road project is located in the southeast portion of Bloomington. The project location and approximate proposed alignment is shown in Figure 45.

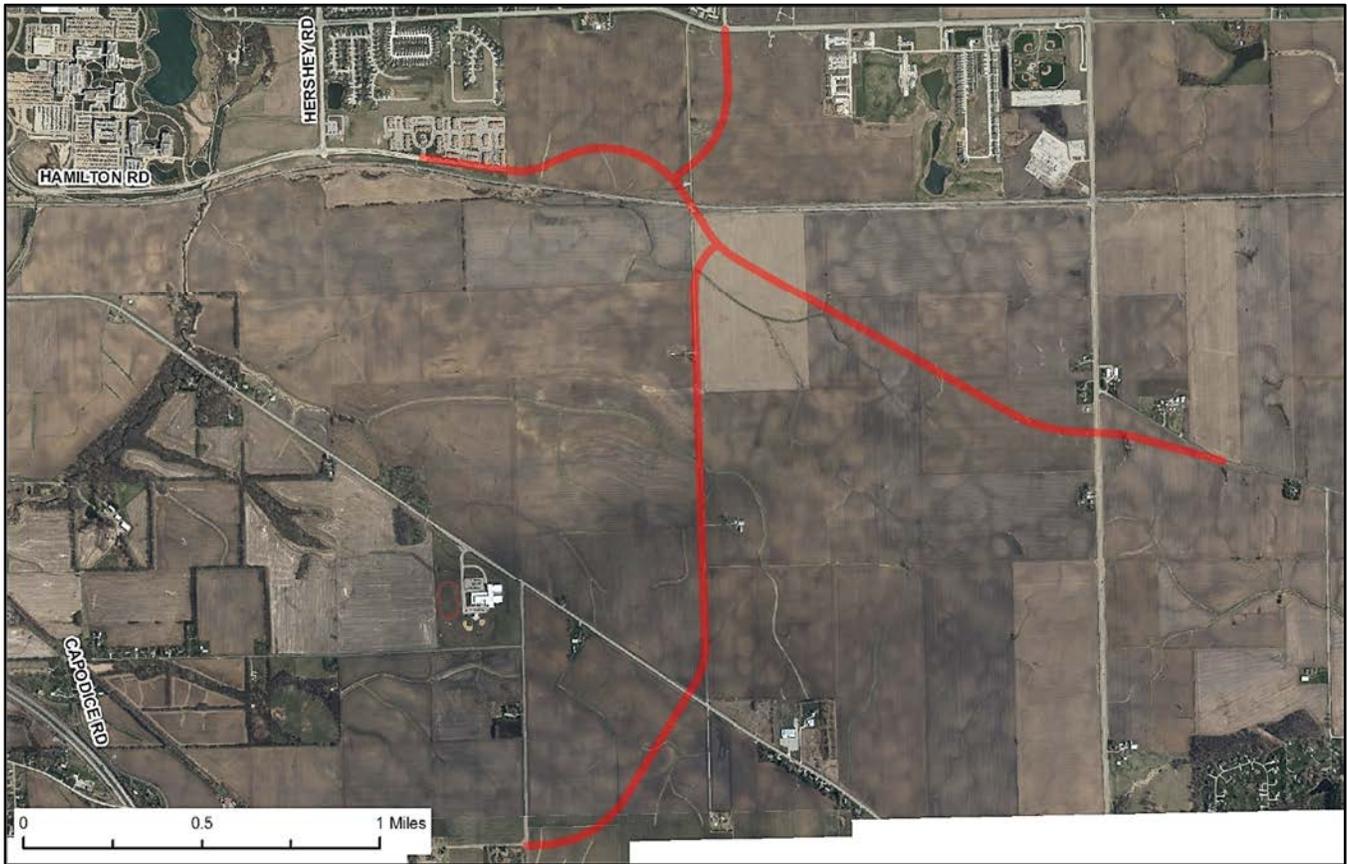


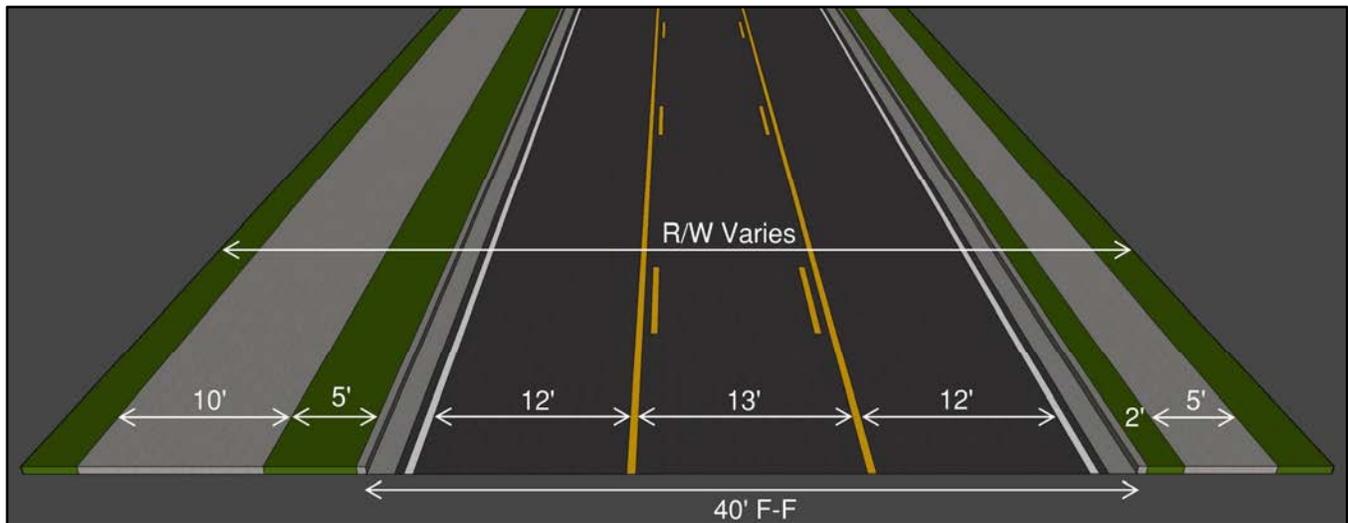
Figure 45 - Hamilton Road (East) Project

#### Proposed Alignment

Hamilton Road currently terminates about 0.5 miles east of the intersection with Hershey Road. This multi-faceted project entails extending Hamilton Road in a generally southeast direction, crossing over the NSR tracks, intersecting with Towanda Barnes Road, and then joining Cheney's Grove Road. Prior to crossing over the NSR tracks, a southward extension of Streid Drive (also referred to as Oakland Avenue; see Section 2.15) intersects the proposed Hamilton Road alignment. After crossing over the NSR tracks, another portion of the project entails generally extending southward along the existing County Road 1800 E (Abraham Road) alignment to intersect with US 150 (Morrissey Drive), continuing southwest to intersect with 1750 East Road, and serving as an extension of Old Colonial Road.

The 2035 ADT is projected to be as follows: about 14,100 vehicles east of Abraham Road, 9,000 west of Abraham Road, and 7,500 along Abraham Road. Accordingly, all roadways are proposed to be constructed in a 3-lane configuration, which consists of one lane in each direction, a TWLTL, and curb and gutter, but right-of-way and other infrastructure should be planned to accommodate future widening to a 5-lane configuration.

The City's Bicycle Master Plan does not provide recommendations for the extension of Hamilton Road. However, for continuity with Hamilton Road west of the project limits, Hanson recommends a pathway along the north side of the roadway and a sidewalk along the south side. The initial proposed roadway typical section is shown in Figure 46.



**Figure 46 - Hamilton Road (East) Initial Proposed Typical Section**

Benefit of Safety Improvements

The construction of the Hamilton Road (East) project is anticipated to result in an annual societal cost of about \$5 for FI and PDO crashes combined.

Benefit of Preventing Adverse Travel

The construction of multiple Hamilton Road extension components results in an increase of about 50 hours and 40 miles daily for users of the City roadway network. This equates to an annual adverse travel cost of about \$309,000 and an annual societal pollution cost of about \$1,400. The negligible increase in vehicle hours and vehicle miles traveled indicates that the construction of this roadway increases mobility by creating another similar route for drivers.

Economic Development Benefits

The new roadway alignment project will open land to future development, improve access to potential future major employment centers, and encourage investment in surrounding properties. This project is adjacent to Tier I, II, and III BCP Development Priority Areas.

Construction & Maintenance Costs

The subject portion of Hamilton Road is anticipated to have an asphalt surface. Accordingly, the roadway is anticipated to require two asphalt overlays and reconstruction during the next 50 years. The opinion of probable cost is \$40,159,600 with a life cycle cost approximated at \$51,466,300 .

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### Benefit/Cost Analysis

Based on the anticipated safety benefits, adverse travel benefits, and construction and maintenance costs, the Hamilton Road (East) project has an estimated B/C ratio of -0.49. The calculated B/C ratio does not include property or sales tax benefits from developing the ground surrounding the roadway.

### Funding Options

The Hamilton Road (East) project is likely eligible for the following funding options, as previously described in Section 1.3:

- Bloomington Capital Improvement Fund
- City of Bloomington Bonding
- State & Local MFT
- Federal STU Funds
- TIGER Grant
- ICC Grade Crossing Protection Funds (only if grade separations with the NSR are proposed)

### 3.2 Hamilton Road (West) – Bunn Street to Commerce Parkway

The western Hamilton Road project is located in the south-central portion of Bloomington. The project location and approximate proposed alignment is shown in Figure 47.

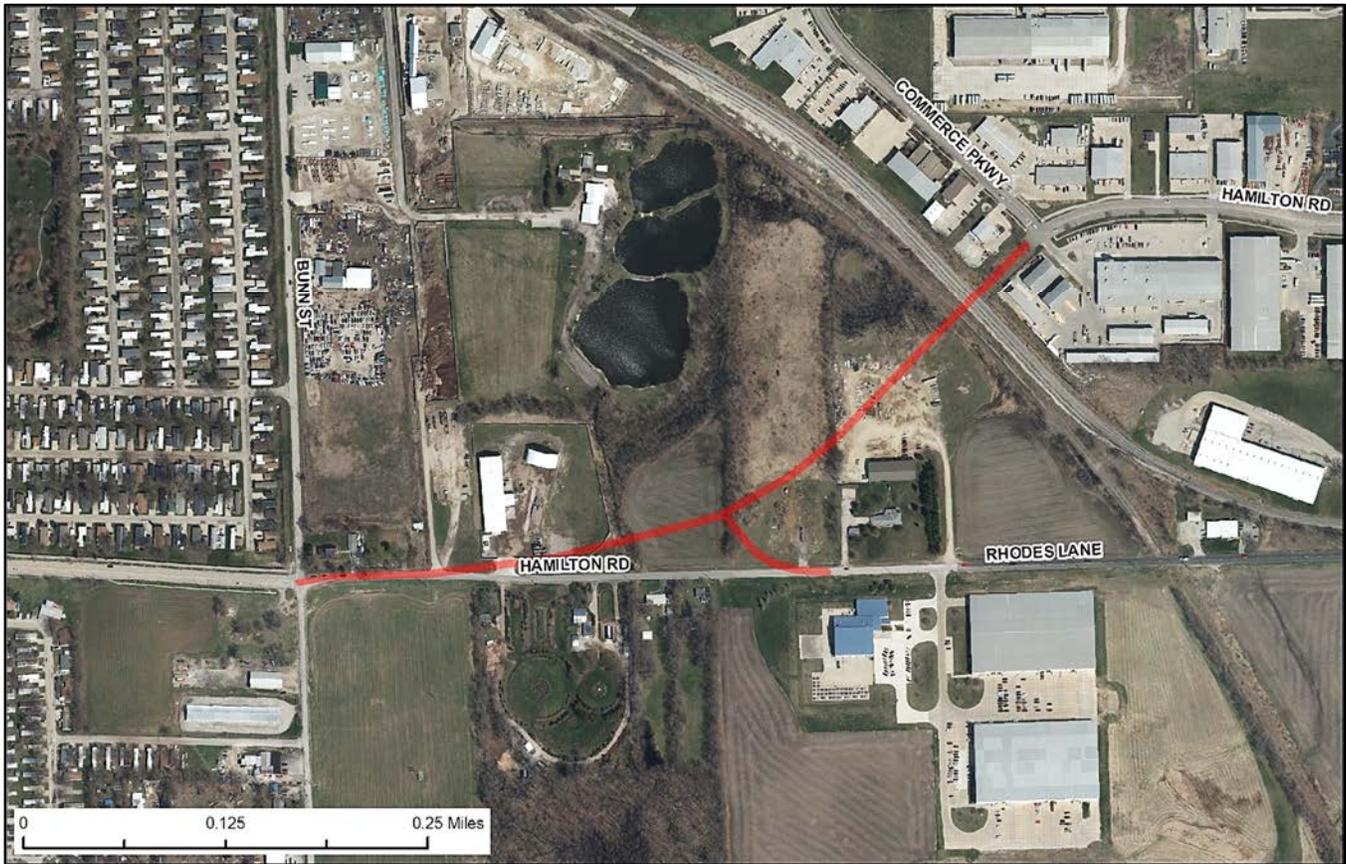
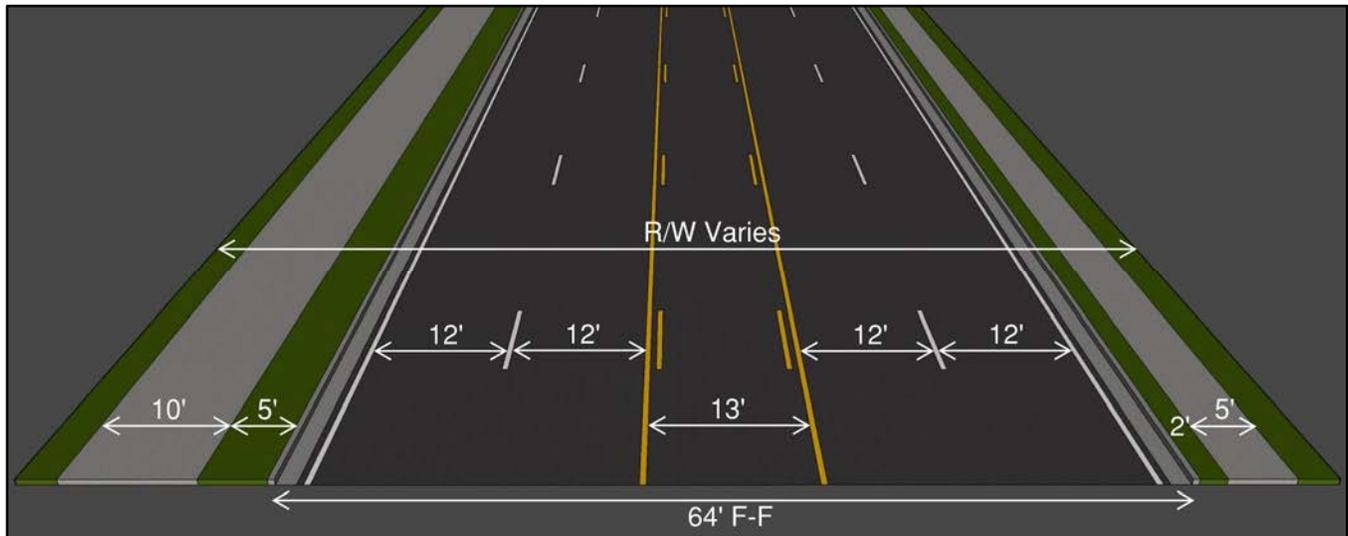


Figure 47 - Hamilton Road (West) Project

#### Proposed Alignment

A gap of about 0.5 miles currently exists on Hamilton Road between Bunn Street and Commerce Parkway. This project entails eliminating the gap, as well as creating an intersection to maintain access to Rhodes Lane. The 2035 ADT is projected to range from about 4,300 vehicles on the eastern half of the project limits to 14,400 vehicles on the western half. A 5-lane configuration is proposed, which consists of two lanes in each direction, a TWLTL, and curb and gutter. The project will also include constructing a cul-de-sac on Rhodes Lane west of the intersection with US 150 (Morrissey Drive).

Additionally, the City’s Bicycle Master Plan recommends closing the discontinuity in the Constitution Trail that exists within the project limits by including a pathway along the north side of Hamilton Road. Further, Hanson recommends a sidewalk along the south side of the roadway for continuity of the existing sidewalk at both ends of the project. The proposed roadway typical section is shown in Figure 48.



**Figure 48 - Hamilton Road (West) Proposed Typical Section**

Benefit of Safety Improvements

The construction of the Hamilton Road (West) project is anticipated to result in an annual societal savings of about \$40 for FI and PDO crashes combined.

Benefit of Preventing Adverse Travel

The construction of Hamilton Road, from Bunn Street to Commerce Parkway, results in an increase of about 5 hours daily and a decrease of about 360 miles daily for users of the City roadway network. This equates to an annual adverse travel savings of about \$67,400 and an annual societal pollution cost of about \$110 (due to the increase in VHT). The negligible increase in vehicle hours traveled and decrease in vehicle miles traveled indicates that the construction of this roadway increases mobility by creating a more direct route for drivers.

Economic Development Benefits

The new roadway alignment project will open land to future development, improve access to existing major employment centers, support multi-modal transportation opportunities, enhance the neighborhood appearance, and encourage investment in surrounding properties. This project is adjacent to Tier I, II, and III BCP Development Priority Areas, indicating strong support for the Comprehensive Plan goals of compact development, leveraging Bloomington’s investment in city services, and keeping growth contiguous to the City.

Construction & Maintenance Costs

The subject portion of Hamilton Road is anticipated to have an asphalt surface. Accordingly, the roadway is anticipated to require two asphalt overlays and reconstruction during the next 50 years. The opinion of probable cost is \$8,245,600 with a life cycle cost approximated at \$10,729,600 . The cost does not include work associated with relocating the existing NSR sidings or businesses impacted by the improvement and an at-grade crossing with NSR was assumed.

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### Benefit/Cost Analysis

Based on the anticipated safety benefits, adverse travel benefits, and construction and maintenance costs, the Hamilton Road (West) project has an estimated B/C ratio of 0.51. The calculated B/C ratio does not include property or sales tax benefits from developing the ground surrounding the roadway.

### Funding Options

The Hamilton Road (West) project is likely eligible for the following funding options, as previously described in Section 1.3:

- Bloomington Capital Improvement Fund
- City of Bloomington Bonding
- State & Local MFT
- Federal STU Funds

### 3.3 Hershey Road – US 150 to Hamilton Road

The Hershey Road project is located in the southeast portion of greater Bloomington. The project location and approximate proposed alignment is shown in Figure 49.

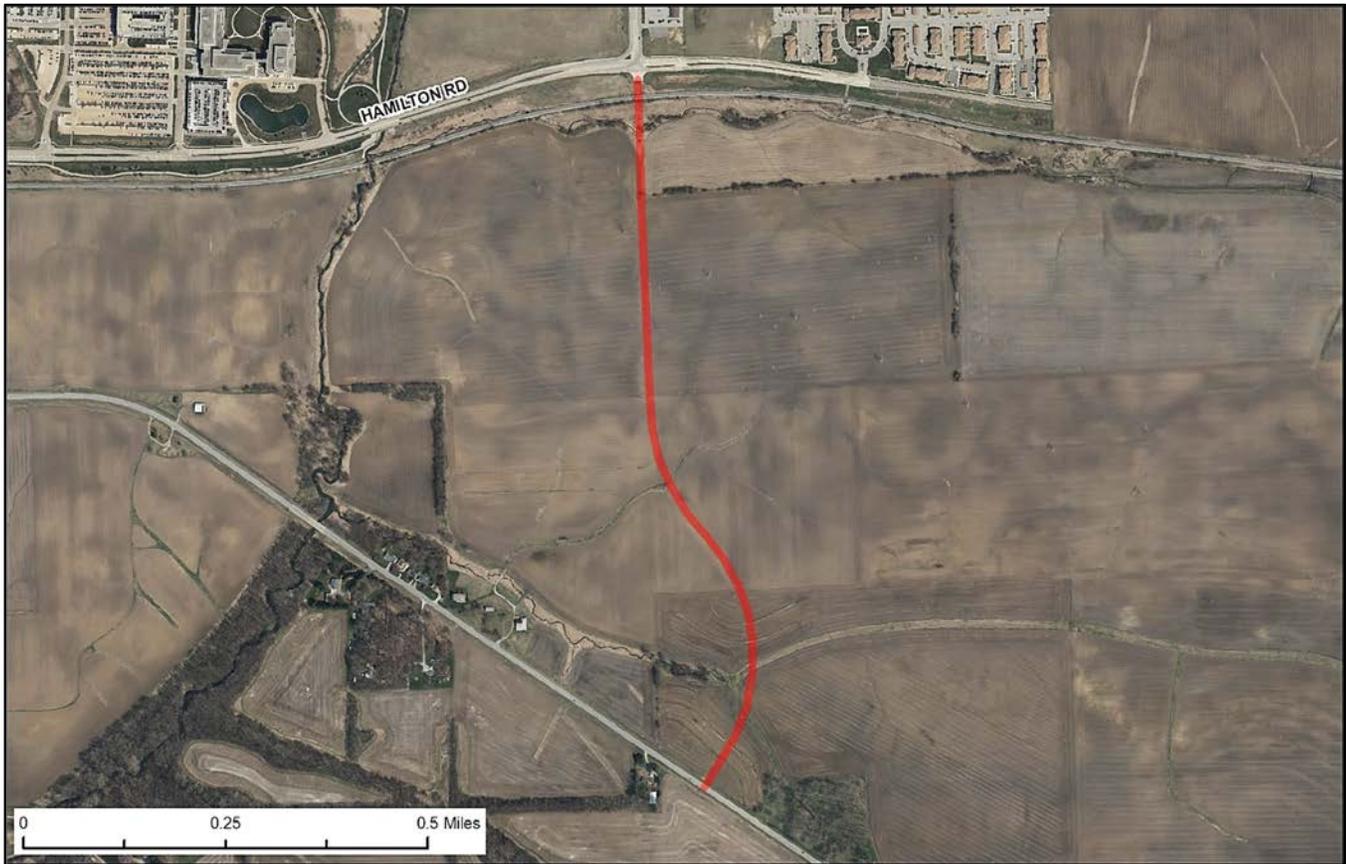


Figure 49 - Hershey Road Project

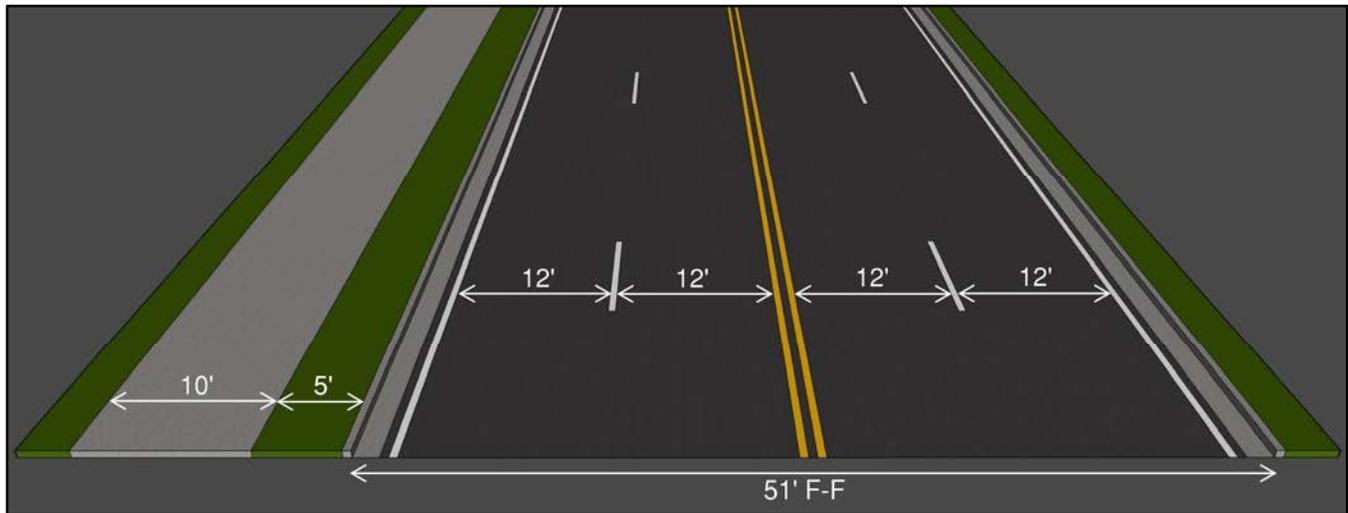
#### Proposed Alignment

Hershey Road currently terminates at Hamilton Road. This project entails extending Hershey Road about 0.9 miles in a southward direction, crossing the NSR tracks, and intersecting with US 150 (Morrissey Drive). The 2035 ADT is projected to be about 6,900 vehicles on this section of Hershey Road. An undivided 4-lane configuration with curb and gutter is proposed, in order to match the existing configuration of Hershey Road north of the project.

The City's Bicycle Master Plan recommends a pathway along Hershey Road north of the project limits, and accordingly, Hanson recommends extending the pathway along the west side of Hershey Road through the project limits for continuity. The proposed roadway typical section is shown in Figure 50.

#### Benefit of Safety Improvements

The construction of the Hershey Road project is anticipated to result in an annual societal savings of about \$415 for FI and PDO crashes combined.



**Figure 50 - Hershey Road Proposed Typical Section**

### Benefit of Preventing Adverse Travel

The construction of Hershey Road, from US 150 to Hamilton Road, results in a decrease of about 50 hours and 3,700 miles daily for users of the City roadway network. This equates to an annual adverse travel savings of about \$1,247,900 and an annual societal pollution savings of about \$1,500. The decrease in vehicle hours traveled and in vehicle miles traveled indicates that the construction of this roadway increases mobility by creating a faster and more direct route for drivers.

### Economic Development Benefits

The new roadway alignment project will open land to future development, improve access to existing major educational and employment centers, and encourage investment in surrounding properties. This project is adjacent to Tier III BCP Development Priority Areas.

### Construction & Maintenance Costs

The subject portion of Hershey Road is anticipated to have an asphalt surface, and an at-grade crossing with the NSR. If the crossing with NSR is required to be a grade separation, the initial construction costs will increase significantly. Accordingly, the roadway is anticipated to require two asphalt overlays and reconstruction during the next 50 years. The opinion of probable cost is \$10,004,800 with a life cycle cost approximated at \$13,281,200 .

### Benefit/Cost Analysis

Based on the anticipated safety benefits, adverse travel benefits, and construction and maintenance costs, the Hershey Road project has an estimated B/C ratio of 7.71. The calculated B/C ratio does not include property or sales tax benefits from developing the ground surrounding the roadway or changing the project to a grade separated crossing.

### Funding Options

The Hershey Road project is likely eligible for the following funding options, as previously described in Section 1.3:

- 
- Bloomington Capital Improvement Fund
  - City of Bloomington Bonding
  - State & Local MFT
  - Federal STU Funds
  - ICC Grade Crossing Protection Funds (only if a grade separation with NSR is proposed)

### 3.4 Mitsubishi Motorway – Multiple Alignments

The Mitsubishi Motorway project is located in the southwest portion of Bloomington. The project location and approximate proposed alignment is shown in Figure 51 and Figure 52.

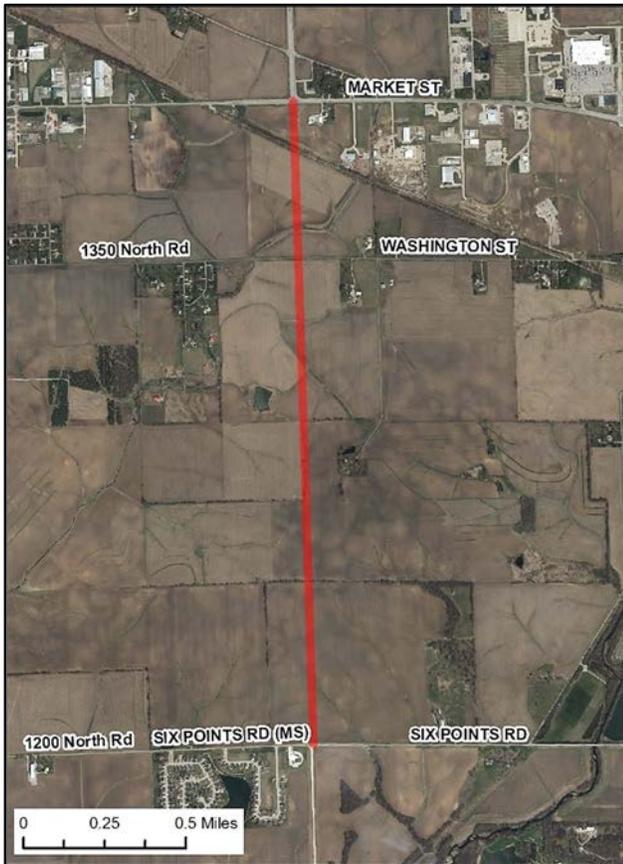


Figure 51 - Mitsubishi Motorway Project (North)



Figure 52 - Mitsubishi Motorway Project (South)

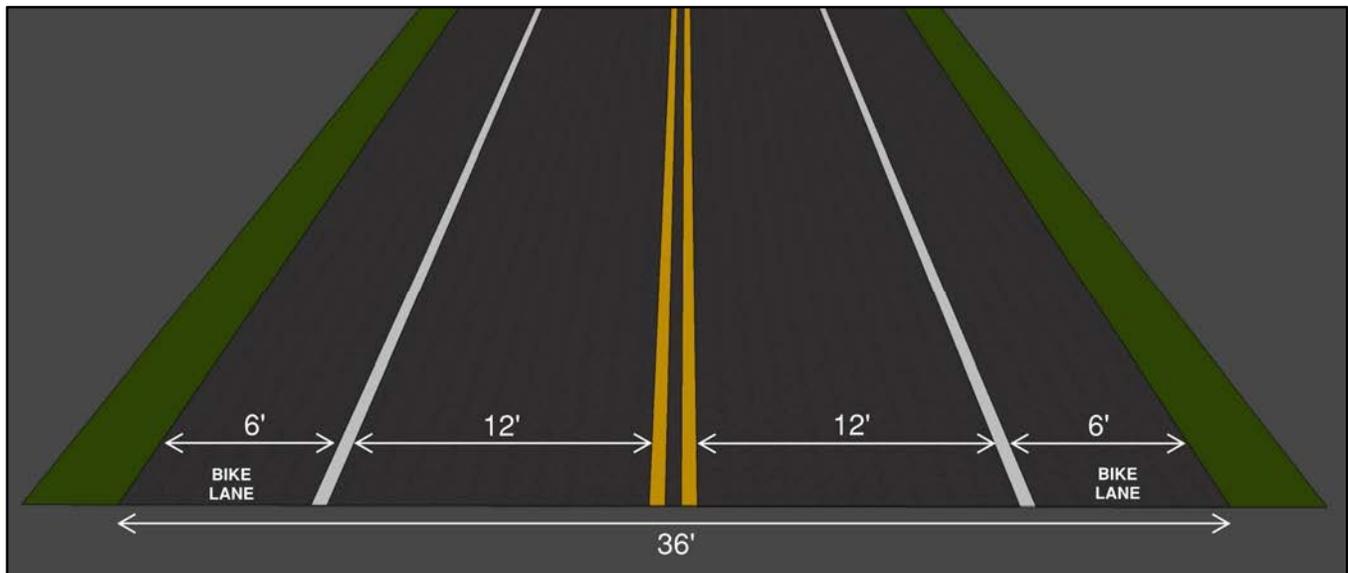
#### Proposed Alignment

With the exception of an existing 1-mile dead-end segment that is the western limits of the Six Points Road project (see Section 2.18), Mitsubishi Motorway currently terminates at US 150 (Market Street). This project entails extending Mitsubishi Motorway about 2 miles south to Six Points Road. The project also entails extending the existing Mitsubishi Motorway dead-end segment another 2.7 miles south to the existing interchange with I-55 near Shirley. Also near Shirley, the proposed roadway alignment will cross over the UPRR tracks.

The 2035 ADT is projected to range from 9,200 to 9,900 vehicles on Mitsubishi Motorway. Accordingly, the roadway is proposed to be constructed in an undivided 2-lane configuration, but right-of-way and other infrastructure should be planned to accommodate future widening to a 3-lane or 5-lane configuration with a TWLTL and curb and gutter, or a divided 4-lane configuration to match the existing Mitsubishi Motorway configuration north of the project limits. The final configuration will depend upon the types of land uses that develop adjacent to the roadway. If residential land uses or strip commercial

(urban land uses) are developed, then the roadway should have a lower design speed and include the curb and gutter.

The City's Bicycle Master Plan recommends bike lanes and sidewalks along Mitsubishi Motorway north of the project limits. Accordingly, Hanson recommends bike lanes throughout the project limits and sidewalks in conjunction with future development. The initial proposed roadway typical section is shown in Figure 53.



**Figure 53 - Mitsubishi Motorway Initial Proposed Typical Section**

Benefit of Safety Improvements

The construction of the Mitsubishi Motorway project is anticipated to result in an annual societal cost of about \$155 for FI and PDO crashes combined.

Benefit of Preventing Adverse Travel

The extension of Mitsubishi Motorway results in a decrease of about 10 hours and an increase of about 1,400 miles daily for users of the City roadway network. This equates to an annual adverse travel cost of about \$300,000 and an annual societal pollution savings of about \$250 (due to the decrease in VHT). The decrease in vehicle miles traveled and increase in vehicle miles traveled indicates that the construction of this roadway increases mobility by creating a faster, but longer, route for drivers.

Economic Development Benefits

The new roadway alignment project will open land to future development and increase the transportation opportunities for access to I-55/I-74. This project is adjacent to a Future Use Comprehensive Plan I Development Priority Area, indicating that the much of the adjacent area is outside of the City limits and does not currently have access to city services (water, sewer, etc.).

---

### Construction & Maintenance Costs

The subject portions of Mitsubishi Motorway are anticipated to have an asphalt surface. Accordingly, the roadway is anticipated to require two asphalt overlays and reconstruction during the next 50 years. The opinion of probable cost is \$34,964,000 with a life cycle cost approximated at \$46,602,100.00 .

### Benefit/Cost Analysis

Based on the anticipated safety benefits, adverse travel benefits, and construction and maintenance costs, the Mitsubishi Motorway project has an estimated B/C ratio of -0.53. The calculated B/C ratio does not include property or sales tax benefits from developing the ground surrounding the roadway.

### Funding Options

The Mitsubishi Motorway project is likely eligible for the following funding options, as previously described in Section 1.3:

- Bloomington Capital Improvement Fund
- City of Bloomington Bonding
- State & Local MFT
- Federal STU Funds
- TIGER Grant
- ICC Grade Crossing Protection Funds (only if a grade separation is proposed)

### 3.5 Martin Luther King Jr. Drive – Six Points Road to US 150

The Martin Luther King Jr. Drive project is located in the southwest portion of Bloomington. The project location and approximate proposed alignment is shown in Figure 54.

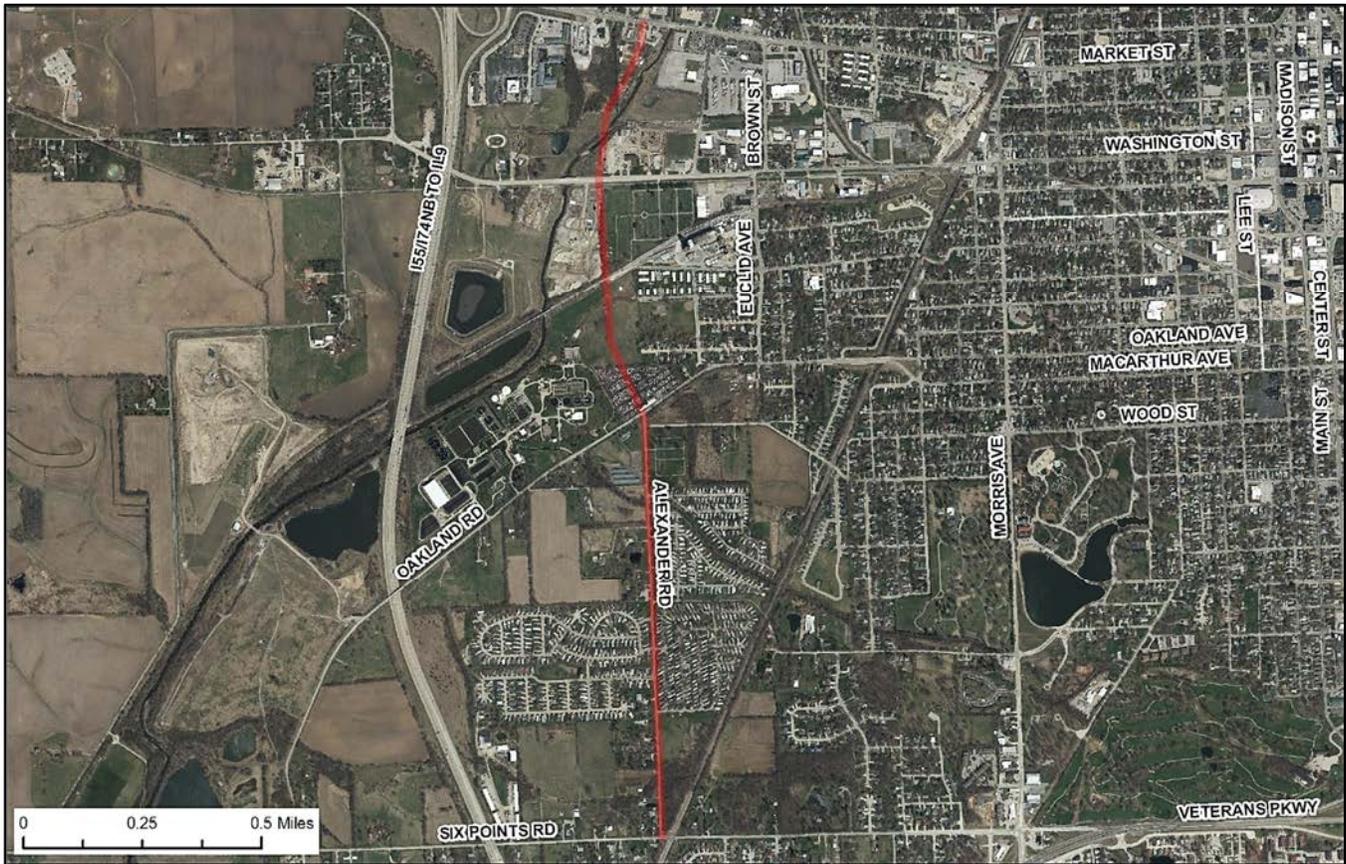


Figure 54 - Martin Luther King Jr. Drive Project

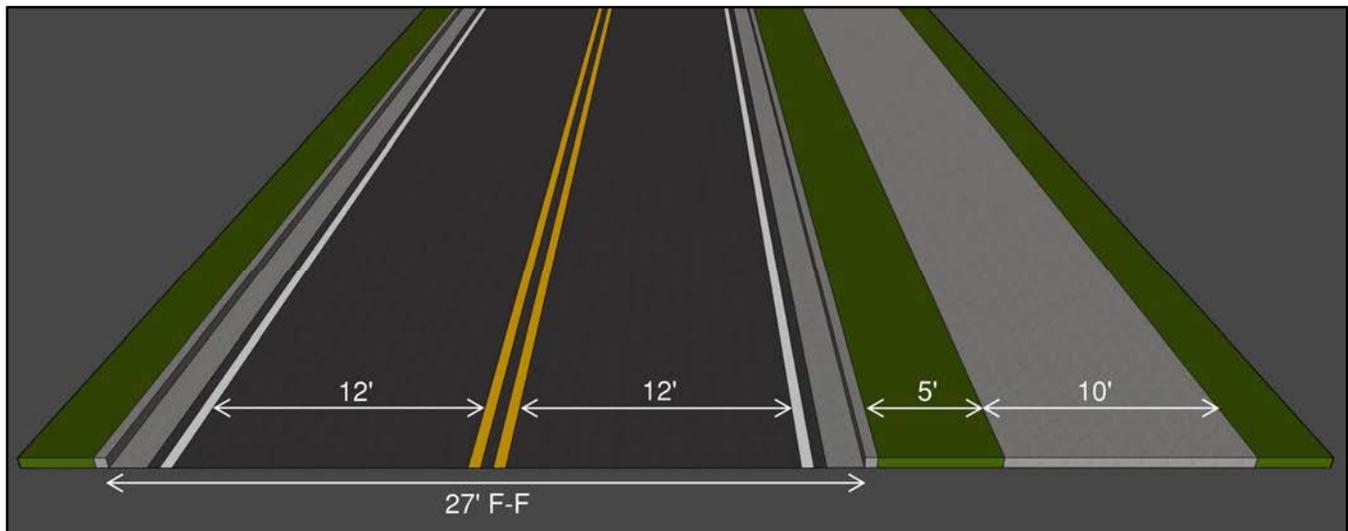
#### Proposed Alignment

Martin Luther King Jr. Drive currently terminates at US 150 (Market Street). This project entails extending Martin Luther King Jr. Drive about 0.35 miles in a generally southward direction, intersecting with Washington Street, extending another 0.5 miles southward to intersect with Oakland Avenue near Alexander Road, and then following the existing Alexander Road alignment to intersect with Six Points Road. Overall, the roadway project will be about 1.8 miles in length. Also, a railroad track siding crossing (assumed to be owned by UPRR) will be located about 0.2 miles south of the Washington Street intersection.

The 2035 ADT is projected to be about 3,800 vehicles from Six Points Road to Oakland Avenue (the existing Alexander Road alignment), 17,200 from Oakland Avenue to Washington Street, and 16,700 from Washington Street to Market Street. Accordingly, the roadway is proposed to be constructed in an undivided 2-lane configuration, but right-of-way and other infrastructure should be planned to accommodate future widening to an undivided 4-lane configuration to match the existing Martin Luther

King Jr. Drive configuration north of the project limits, particularly between Oakland Avenue and Market Street.

The City's Bicycle Master Plan recommends widening the existing sidewalk to pathway width along one side of Martin Luther King Jr. Drive north of the project limits. Accordingly, Hanson recommends a pathway along the east side of the roadway throughout the project limits. The initial proposed typical section is shown in Figure 55.



**Figure 55 - Martin Luther King Jr. Drive Initial Proposed Typical Section**

#### Benefit of Safety Improvements

The construction of the Martin Luther King Jr. Drive project is anticipated to result in an annual societal cost of about \$95 for FI and PDO crashes combined.

#### Benefit of Preventing Adverse Travel

The construction of Martin Luther King Jr. Drive, from Six Points Road to US 150, results in a decrease of about 130 hours daily and an increase of about 840 miles daily for users of the City roadway network. This equates to an annual adverse travel savings of about \$597,900 and an annual societal pollution savings of about \$3,900. The decrease in vehicle miles traveled and increase in vehicle miles traveled indicates that the construction of this roadway increases mobility by creating a faster, but longer, route for drivers.

#### Economic Development Benefits

The new roadway alignment project will open land to future development and encourage investment in surrounding properties. This project is adjacent to Tier I and II BCP Development Priority Areas.

#### Construction & Maintenance Costs

The subject portion of Martin Luther King Jr. Drive is anticipated to have an asphalt surface. Accordingly, the roadway is anticipated to require two asphalt overlays and reconstruction during the next 50 years. The opinion of probable cost is \$18,043,500 with a life cycle cost approximated at \$23,013,500 .

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### Benefit/Cost Analysis

Based on the anticipated safety benefits, adverse travel benefits, and construction and maintenance costs, the Martin Luther King, Jr. Drive project has an estimated B/C ratio of 2.14. The calculated B/C ratio does not include property or sales tax benefits from developing the ground surrounding the roadway.

### Funding Options

The Martin Luther King Jr. Drive project is likely eligible for the following funding options, as previously described in Section 1.3:

- Bloomington Capital Improvement Fund
- City of Bloomington Bonding
- State & Local MFT
- Federal STU Funds
- ICC Grade Crossing Protection Funds (only if a grade separation with UPRR is proposed)

### 3.6 Oakland Avenue Interchange at I-55/I-74

The Oakland Avenue Interchange project is located in the southwest portion of Bloomington. The project location and approximate proposed alignment is shown in Figure 56.

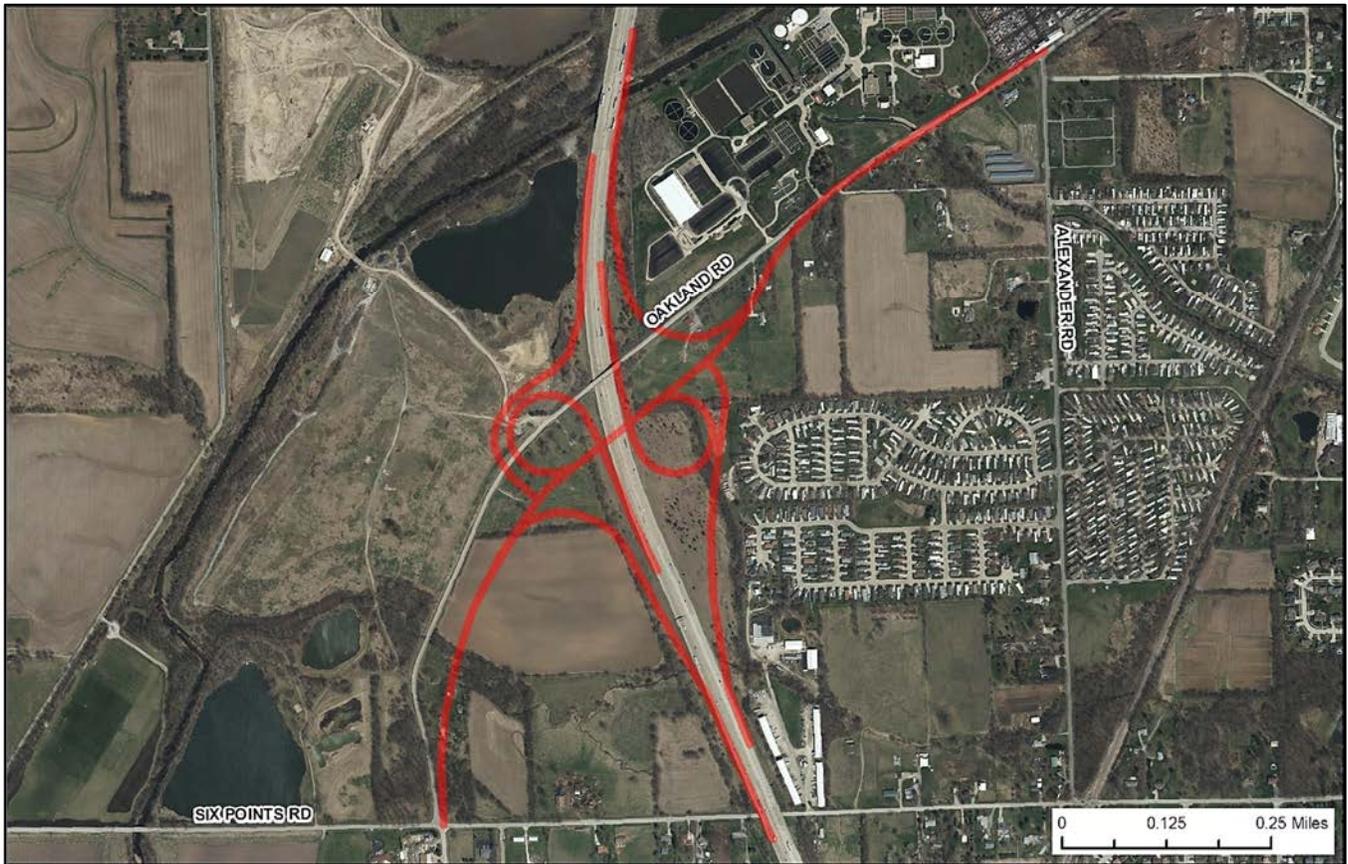


Figure 56 - Oakland Avenue Interchange Project

#### Proposed Alignment

This project entails constructing a new interchange with I-55/I-74 at Oakland Avenue. This portion of Oakland Avenue and the existing bridge over I-55/I-74 was previously described in Section 2.16.

The potential interchange configuration may require a portion of Oakland Avenue to be realigned (not necessarily as shown in Figure 56). The realignment would provide sufficient space to construct the interchange ramps while avoiding the water treatment facility and water body northeast and northwest of the existing bridge, respectively. However, an Interchange Type and Design Study (ITDS), as well as an Access Justification Report will be required to determine a more precise location and configuration.

If the interchange is constructed, the 2035 ADT on Oakland Avenue east of the interchange is projected to be about 30,800 vehicles and 20,700 vehicles west of the interchange. See Section 2.16 regarding recommendations for bike lanes and sidewalks along Oakland Avenue.

### Benefit of Safety Improvements

The construction of the Oakland Avenue Interchange project is anticipated to result in an annual societal cost of about \$590 for FI and PDO crashes combined.

### Benefit of Preventing Adverse Travel

The construction of Oakland Avenue Interchange results in an increase of about 420 hours and 5,200 miles daily for users of the City roadway network. This equates to an annual adverse travel cost of about \$3,908,200 and an annual societal pollution cost of about \$12,500. The increase in vehicle hours traveled and vehicle miles traveled indicates that the construction of this roadway increases mobility by creating another similar route for drivers.

### Economic Development Benefits

The proposed interchange project will open land to future development and increase transportation opportunities for access to western Bloomington, including the Miller Park area, while also increasing access to the Fox Creek, Pepperidge, and Heartland Hills residential subdivisions, as well as encourage investment in surrounding properties. This project is adjacent to Tier I, II, and III BCP Development Priority Areas.

### Construction & Maintenance Costs

The Oakland Avenue Interchange is anticipated to have an asphalt surface. Accordingly, the roadway is anticipated to require two asphalt overlays and reconstruction during the next 50 years. The opinion of probable cost is \$27,795,800 with a life cycle cost approximated at \$35,658,400 .

### Benefit/Cost Analysis

Based on the anticipated safety benefits, adverse travel benefits, and construction and maintenance costs, the Oakland Avenue Interchange project has an estimated B/C ratio of -9.01. The calculated B/C ratio does not include property or sales tax benefits from developing the ground surrounding the roadway and interchange.

### Funding Options

The Oakland Avenue Interchange project is likely eligible for the following funding options, as previously described in Section 1.3:

- Bloomington Capital Improvement Fund
- City of Bloomington Bonding
- State & Local MFT
- Federal STU Funds
- TIGER Grant
- IL Major Bridge Program

### 3.7 Wylie Drive – Six Points Road to US 150

The Wylie Drive project is located in the southwest portion of greater Bloomington. The project location and approximate proposed alignment is shown in Figure 57.

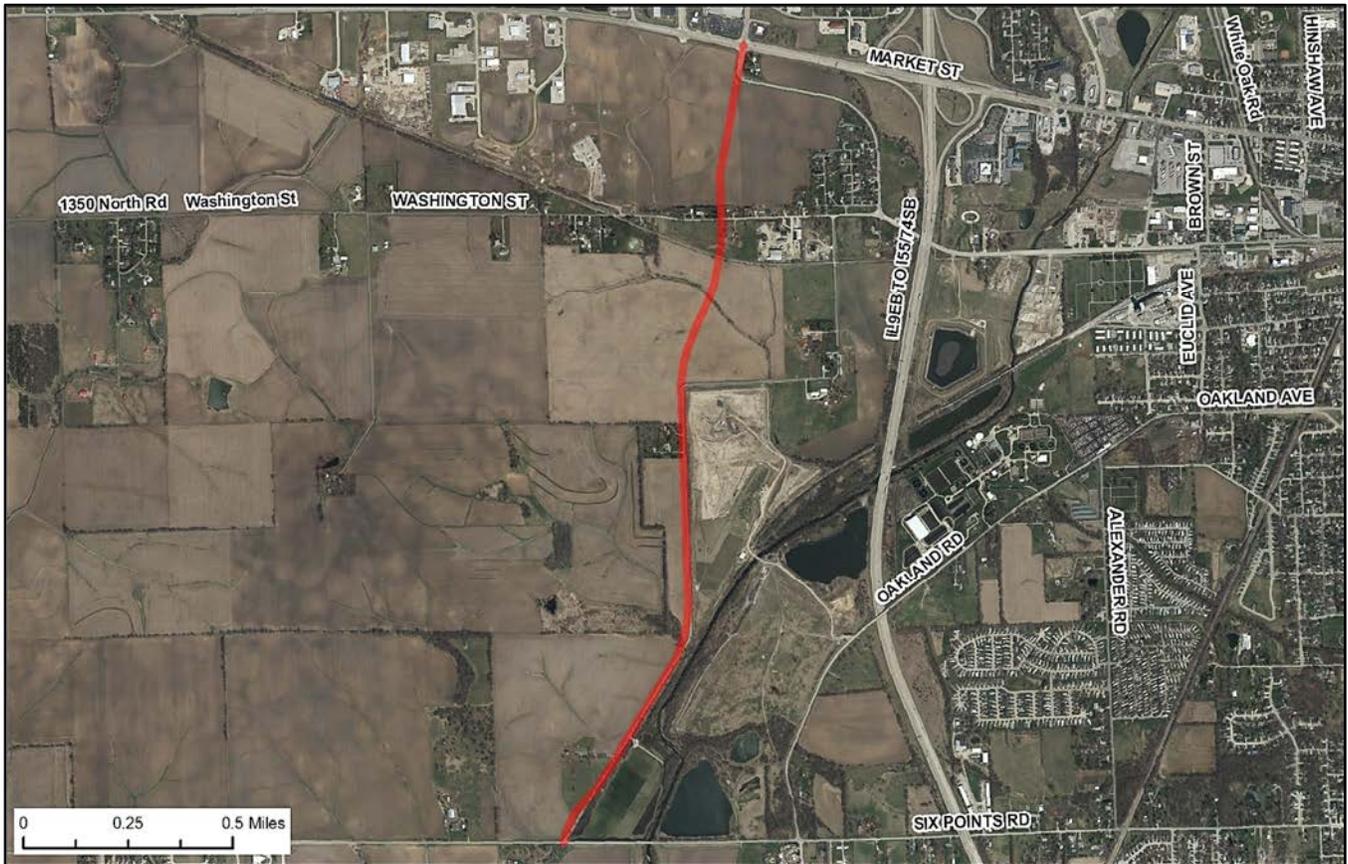


Figure 57 - Wylie Drive Project

#### Proposed Alignment

Wylie Drive currently terminates at US 150 (Market Street). This project entails extending Wylie Drive about 0.4 miles in a generally southward direction, intersecting with Washington Street, extending another 0.4 miles southward to join the existing County Road 1200 E alignment, and continuing on this alignment for 1.2 miles to the intersection with Six Points Road. Overall, the roadway extension will be about 2 miles in length.

The 2035 ADT is projected to range from about 5,000 to 7,500 vehicles on this section of Wylie Drive. Accordingly, the roadway is proposed to be constructed in an undivided 2-lane configuration, but right-of-way and other infrastructure should be planned to accommodate future widening to an undivided 4-lane configuration to match the existing Wylie Drive configuration north of the project limits.

The City's Bicycle Master Plan recommends closing the existing sidewalk gaps along Wylie Drive north of the project limits. Accordingly, Hanson recommends bike lanes along the proposed extension of Wylie Road, which will also provide connectivity to the bike lanes recommended on Six Points Road

(see Section 2.18), and sidewalks in conjunction with future development, if appropriate. The initial proposed roadway typical section is shown in Figure 58.

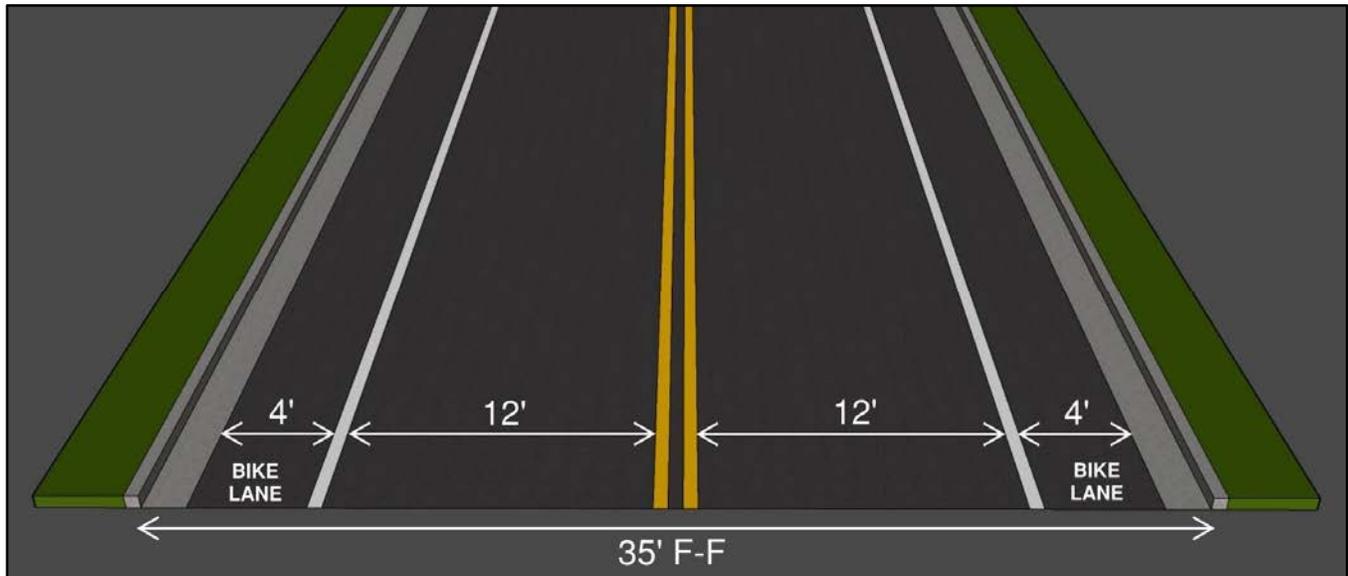


Figure 58 - Wylie Drive Initial Proposed Typical Section

#### Benefit of Safety Improvements

The construction of the Wylie Drive project is anticipated to result in an annual societal savings of about \$115 for FI and PDO crashes combined.

#### Benefit of Preventing Adverse Travel

The construction of Wylie Road, from Six Points Road to US 150, results in a decrease of about 40 hours and 1,000 miles daily for users of the City roadway network. This equates to an annual adverse travel savings of about \$503,400 and an annual societal pollution savings of about \$1,200. The decrease in vehicle hours and vehicle miles traveled indicates that the construction of this roadway increases mobility by creating faster and more direct route for drivers.

#### Economic Development Benefits

The new roadway alignment project will open land to future development, increase transportation opportunities for access from the Fox Creek, Pepperidge, and Heartland Hills residential subdivisions, and encourage investment in surrounding properties. This project is adjacent to Tier II and III BCP Development Priority Areas.

#### Construction & Maintenance Costs

The subject portion of Wylie Drive is anticipated to have an asphalt surface. Accordingly, the roadway is anticipated to require two asphalt overlays and reconstruction during the next 50 years. The opinion of probable cost is \$13,418,900 with a life cycle cost approximated at \$17,488,500 .

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### Benefit/Cost Analysis

Based on the anticipated safety benefits, adverse travel benefits, and construction and maintenance costs, the Wylie Drive project has an estimated B/C ratio of 2.37. The calculated B/C ratio does not include property or sales tax benefits from developing the ground surrounding the roadway.

### Funding Options

The Wylie Drive project is likely eligible for the following funding options, as previously described in Section 1.3:

- Bloomington Capital Improvement Fund
- City of Bloomington Bonding
- State & Local MFT
- Federal STU Funds
- TIGER Grant

## 4.0 Stakeholder Input

On December 4, 2014, a public meeting was held at the City Council Chambers. The purpose of the meeting was to obtain public input and refine the list of potential roadway projects to be included in the prioritization. The graph below (Figure 59) summarizes the projects perceived as a high priority to the City constituents and number of recommendations those projects received through submitted comments, both at the meeting and afterwards. As shown, the Lutz Road reconstruction project received the most recommendations as the highest priority project, followed by the Euclid Avenue / Brown Street intersection realignment project. Note, the support for the Lutz Road project reflects a very active constituency at the Luther Oaks retirement community.

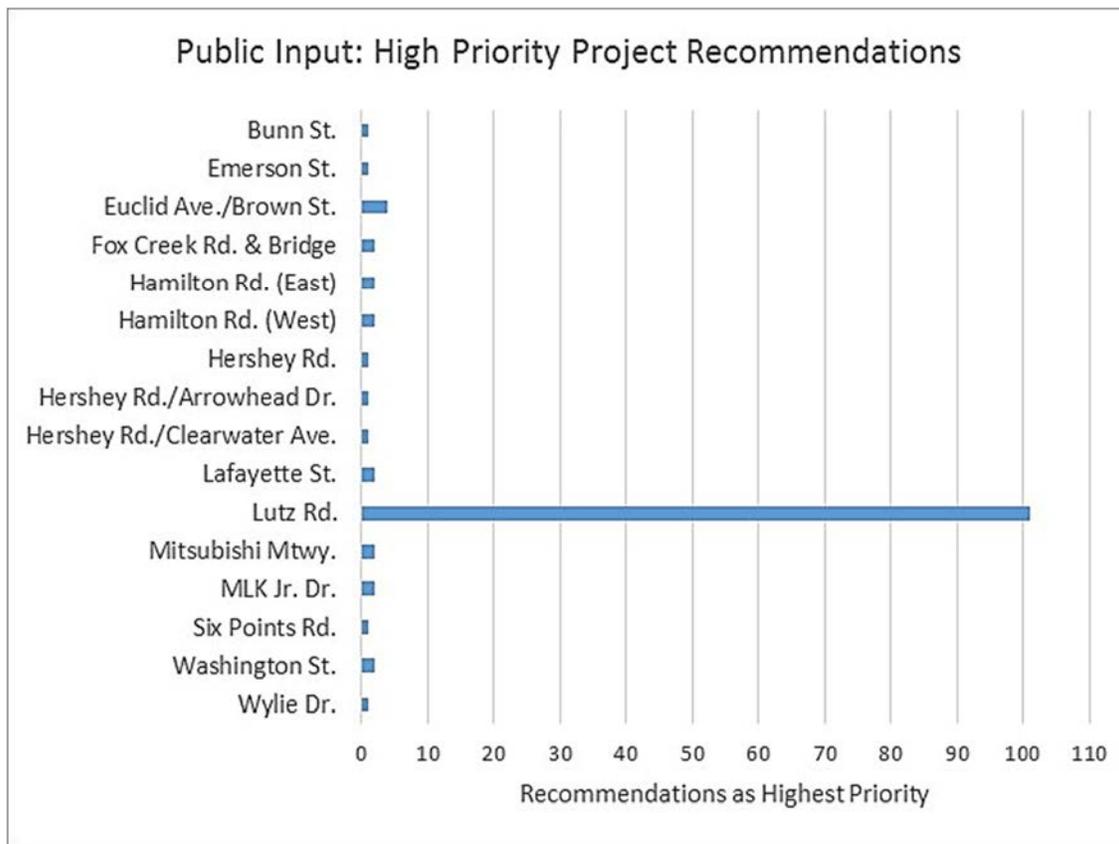


Figure 59 - Project Prioritization Public Input

In addition to the comments received in support of the projects shown in Figure 59, several negative comments were received regarding the Oakland Avenue Interchange project. The comments generally indicated anecdotally that the interchange is not necessary based on existing traffic volumes. An Interchange Type and Design Study (ITDS) and Access Justification Report will be required to determine if an interchange is justified, and if so, what configuration is most appropriate.

## 5.0 Pavement Management Strategies

The goal for a Pavement Management System (PMS) should be to maximize the life span of the City’s roadways for the lowest amount of capital expenditure. This requires applying the “right treatment, to the right pavement, at the right time.”

A comprehensive PMS is data intensive. For each road section, data should include:

- Previous Construction and Maintenance Activities
- Current Pavement Condition (top down cracking, centerline cracking, rutting, blow-ups, etc.)
- Identified Current Pavement Failures (environmental/age failures, surface failure, or structural failures)
- Vehicle Loads including Truck Percentages

This database will allow for a full understanding of the failures of the pavements, a projection of the deterioration, and the selection of the appropriate treatment and implementation time.

As described in Section 1.2, the City utilizes the methodology presented in the PASER Manual to assess and inventory pavement condition. The PASER Manual provides recommendations on treatment measures based on the corresponding PASER rating. The most effective treatment option is based on several factors, including traffic volume, pavement type, type and extent of distress, useful life expectancy, and environmental factors. Truck traffic volume will also significantly impact pavement wear characteristics and treatment options.

### 5.1 Failure Types

All pavement will fail eventually. Responding to the pavement failure correctly will maximize the City’s investments. There are three major types of pavement failure, each requiring different approaches to management.

#### Environmental and Age Failure

Environmental and age failure occurs when the material of the base and the surface were able to carry the traffic load and have failed simply from the material aging and exposure to the elements.

#### Surface Failure

Surface failure is when the roadway is failing due to damage from traffic loads, but all the failure is in the top layers of the materials.

#### Structural Failure

Structural failure is when the roadway is failing due to damage from traffic loads, but all the failure is deeper within the pavement or in the subbase.

The City currently uses the PASER rating system to rank roadway pavement, and it is recommended that these rankings be correlated to the IDOT Pavement Distress Codes. The codes are specifically designed to distinguish between different failures types and can be linked to the appropriate maintenance activities. This would help standardize the required maintenance activity with treatment types that are eligible for funding through constant and sustainable sources. The outline of the Pavement Distresses is in Appendix C of the Illinois Highway Information System Roadway Information

& Procedure Manual and also attached in Appendix D. Additional studies on the effectiveness of experimental pavement preservation activities are suggested for completion and monitoring through IDOT or the Illinois Center for Transportation (ICT).

### 5.2 Maintenance Activity Types

A good PMS would have three management steps that each roadway would go through. They include:

- Pavement Preservation,
- Pavement Rehabilitation, and
- Pavement Reconstruction.

Once a pavement has moved past one step, the next step should be considered the most cost effective activity.

Figure 60 and Figure 61, from the IDOT BDE Manual, outline when preservation, rehabilitation, and reconstruction activities should take place and how a good PMS can extend the useful life of a pavement.

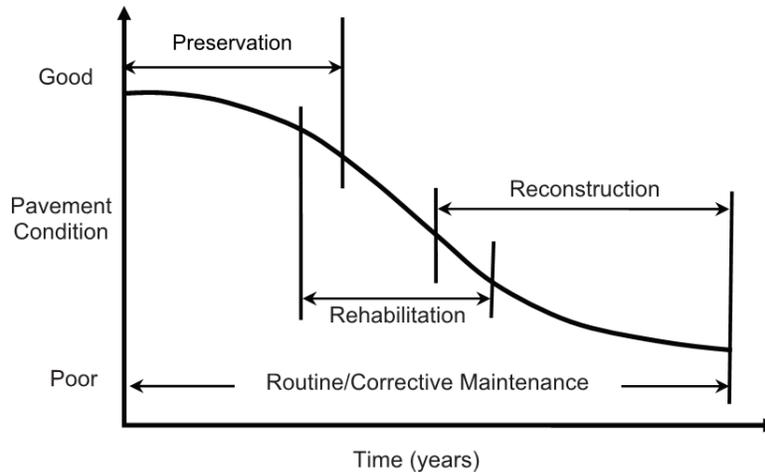
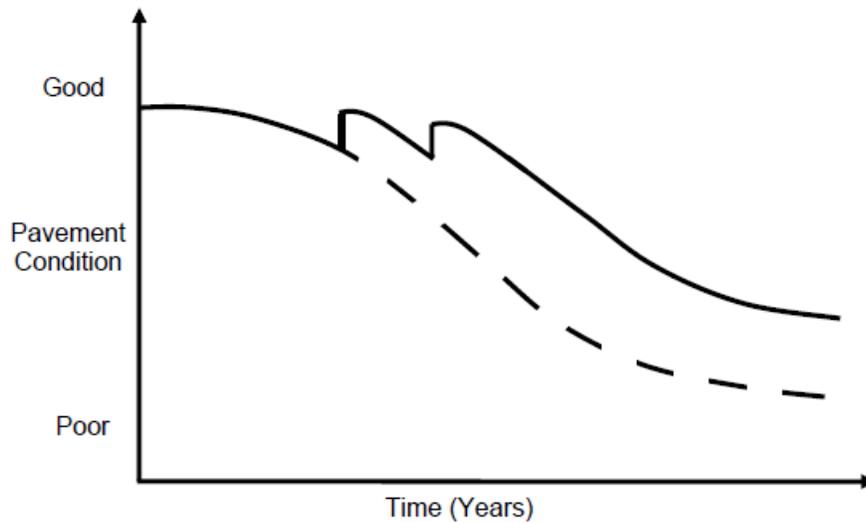


Figure 60 - Relationship Between Pavement Condition and Typical Types of Treatment



**Figure 61 - Pavement Performance Extended by Preventive Maintenance**

Hanson recommends the City of Bloomington continue to use the PASER rating inventory to prioritize roadway maintenance, as summarized below:

- Reconstruct roadways with a PASER rating of 4 or lower (Pavement Reconstruction).
- Apply an asphalt overlay on roadways with a PASER rating of 5 (Pavement Rehabilitation).
- Perform crack repairs on roadways with a PASER rating of 6 (Pavement Preservation).
- Perform crack repairs on roadways with a PASER rating of 7 (Pavement Preservation).

### Pavement Preservation

Pavement preservation activities can delay surface and structural failures and add service life to the roadway. Cracks are typically the first visual sign of pavement distress, which begin to show at a PASER rating of 7 (see Figure 1 for more information on PASER ratings). Cracks are the most common problem experienced on asphalt roadways. Without treatment, cracks can lead to deterioration of the pavement base layer. Thus, crack filling, crack sealing, and if necessary, full-depth crack repair are important roadway maintenance practices.

Procedures that are considered pavement preservation are shown in Table 1.

**Table 1 - Pavement Preservation Applications**

Treatments for HMA Pavement	Treatments for PCC Pavements
Crack Filling Crack Sealing Fog Seal Sand Seal Micro-Surfacing Chip Seal Cape Seal Cold In-Place Recycling Hot In-place Recycling Surface Maintenance at the Right Time (SMART) Overlay Half-SMART Overlay Ultra-Thin Bonded Wear	Crack Sealing Joint Resealing Diamond Grinding Diamond Grooving Ultra-thin Bonded wearing Course Full-Depth Repairs Partial-Depth Repairs Load Transfer Restoration

To determine if a roadway is a good candidate for pavement preservation activities, the answer to the majority of the following questions should be “no”:

- Is there excessive distress or are the occurring distresses a warning sign of an underlying structural problem?
- Is this evidence of structural problems or severe deterioration?
- Has the ability to call the pavement in “good” condition passed?
- Are there other known pavement problems?
- Is this a history of pavement problems?

Signs that a pavement may be past the pavement preservation stage are show in Table 2.

**Table 2 - Signs Pavement is Past Preservation**

HMA Pavement	PCC Pavement
Severely Deteriorated (reflective, longitudinal, and traverse) Cracks Delaminations Unstable Rutting	Punchouts Corner Breaks Severely Deteriorated Cracks

If a pavement is a good candidate for pavement preservation, it is recommended to use Figure 52-4.A and Figure 52-4.B from the IDOT BDE manual (Appendix D), or any pertinent information from ICT, to determine the correct procedure.

**Pavement Rehabilitation**

Pavement Rehabilitation can mitigate structural failures of the roadway without the larger expense of a full reconstruction. The most costly of these alternatives is a full structural HMA overlay. While it is able to relieve most of the failures, there could be other appropriate alternatives that are less expensive.

Procedures that are considered pavement rehabilitation are shown in Table 3.

**Table 3 - Pavement Rehabilitation Applications**

Treatments for HMA Pavement	Treatments for PCC Pavements
HMA Policy overlay	HMA Policy overlay
HMA Structural Overlay	HMA Structural Overlay
Cold Milling	Cold Milling
Reflective Crack Control	Reflective Crack Control
Patching	Patching
Crack Relief Layer	Fiberglass Fabric Repair
PCC Inlay/Overlay	Joint Resealing

Figures 53-4.A through 53-4.F from the IDOT BDE manual can be used to determine the possible solutions to specific surface and structural failures. These figures are attached in Appendix D. Based on recent experience, asphalt roadways in the City of Bloomington generally require an asphalt overlay every 12 to 15 years and reconstruction approximately every 40 years for arterial streets. These numbers increase slightly for roadways of lesser functional classification. The life cycle of the roadway should be considered before pavement rehabilitation is considered. If a roadway is too far into its design life, a full reconstruct may prove to be a better fiscal decision.

Other signs of pavement distress, including raveling and block cracking, generally appear at a PASER rating of 5. A non-structural asphalt overlay is currently the City’s recommended treatment at this point, which should extend the pavement life significantly. It is not recommended to allow a roadway PASER rating to drop below 5 before performing treatment measures, unless full reconstruction is planned in the relatively near future.

**Pavement Reconstruction**

Pavement preservation and rehabilitation can be helpful in extending the time between reconstructions, but at some point, the roadway will need to be reconstructed. Care should be given to budgeting funds so that roadways can be reconstructed when appropriate. Spending capital by trying to implement rehabilitation practice when the roadway is in need of reconstruction will be more expensive through the life cycle because the preservation of the rehabilitation application will not provide the expected design life. It is critical that the PMS budget and outlook accommodates reconstructing a roadway when its design life is complete. The City’s past experience is that roadways reconstructed with HMA have a longer life cycle and require less maintenance.

**5.3 Alternative Pavement Preservation and Rehabilitation Applications**

IDOT Experimental Pavement Preservation and Rehabilitation Applications

Several of IDOT’s outlined preservation and rehabilitation procedures are currently considered experimental. If the City is not pleased with the traditional maintenance procedures, assisting IDOT in determining if other alternatives provide a better return on investment could allow the City to be implementing cost savings procedures. However, the alternatives could turn out to be less cost effective. If the city is planning on practicing experimental procedures, it is recommended that the City participate in an IDOT experimental trial because the comparable sample size can be much larger generating more reliable results.

The preservation procedures that are currently experimental include:

- Fog Seal (HMA Pavement)

- Sand Seal (HMA Pavement)
- Cold In-Place Recycling (HMA Pavement)
- Hot In-Place Recycling (HMA Pavement)
- Ultra-Thin Bonded Wearing Course (Rigid Pavement)

The rehabilitation procedures that are currently experimental include:

- Crack Relief Layers (Jointed Plain/Reinforced Concrete Pavement)

#### Other Pavement Preservation and Rehabilitation Applications

If the City does not believe that any of the IDOT experimental procedures will be cost effective, the City could explore other options for pavement preservation and rehabilitation. It is recommended that the City perform these trials on small sections of roadways with different traffic loads, pavement structures, and other environmental factors. Smaller sections will allow the data to show how the treatment holds up in different situations. The budget for these projects should allow for analysis, data collection, and documentation.

Some other procedures being used in other locations include:

- Flush Seal (Fog Seal on top of a Seal Coat) can reduce the negative impacts of a seal coat. INDOT currently uses this process.
- Retrofit Load Transfer installs dowel bars underneath a crack in a PCC pavement to establish load transfer. INDOT currently uses this process.
- Cross-Stitching PCC Pavements drills tie bars between longitudinal cracks and maintains aggregate interlock.

### **5.4 Alternative Project Delivery Options**

Design-Build projects can be an innovative way to deliver specific metrics with an upfront agreement. For pavement preservation and rehabilitation programs, a design-build format could provide the City an alternative method for project delivery.

MoDOT and other agencies are beginning to implement this type of project delivery method. There are several ways to set up a project that will result in the same goals. The City would outline terms and measures of effectiveness and allow teams to compete on ways to lower the life cycle cost of the pavements. Two options are outlined below.

#### Design-Build Format Option 1

In the first design-build alternative, the City would provide the teams a set amount of money and a time frame. The teams would submit a design package that would outline which improvements they would implement at which locations. They would be scored by which team can provide the highest level of pavement rating in the long term. The maintenance that the City would have to expend over the time between the project completion and the design life would be identified in the submittal as part of the life cycle analysis. The teams will be able to innovate ways to implement the procedures on a bigger scale, hopefully providing a lower unit cost for current and future maintenance applications.

Design-Build Format Option 2

In the second design-build alternative, the City would provide a set of roadways that are in need of maintenance. The teams would perform life cycle analysis and construct the first set of applications. Whichever team can provide the lowest cost life cycle analysis would be awarded the project.

## 6.0 Pavement Marking Maintenance

In order to compare the costs, effectiveness, and best practices for placement of various pavement marking materials on Hot-Mix Asphalt (HMA) and Portland Cement Concrete (PCC) the ICT conducted a multiyear research project (ICT R27-77, “Evaluating Pavement Markings on Portland Cement Concrete and Various Asphalt Surfaces”) to help evaluate available options. Researchers summarized their findings in a new publication entitled “Pavement Marking Selection, Installation and Inspection Manual” (see reference section for source details).

The following is a summary of the findings for the central portion of Illinois for the placement of pavement markings on new pavement. Marking types are broken into two categories based on Annual Average Daily Traffic (AADT) and then by placement on the pavement surface vs being recessed (or grooved). Areas with heavier snow fall often benefit from recessing pavement markings to help reduce wear resulting from frequent plowing. While recessing the marking does add additional initial cost the added life of the marking can make this a more economical choice long term. The tables below provides annualized costs and expected life spans for various marking materials placed both on the surface and recessed.

While the tables do not provide a clear answer, the information can help to make more informed decisions between available marking types. Existing equipment and resources, along with local experience, should also be considered when making pavement marking selections. Using a new marking material that the agency is unable to maintain with existing resources could result in unexpected costs to contract the work out or to acquire new equipment and training.

STRIPING ON NEW HMA			
Zone	AADT	Surface <sup>1</sup>	Recessed <sup>2</sup>
Central IL	Low ( ≤ 7000 )	Paint (2-2, \$0.10-\$0.10)	Thermoplastic (6-8, \$0.25-\$0.19)
		Thermoplastic (4-5, \$0.17-\$0.14)	Polyurea (7-9, \$0.26-\$0.21)
	High ( > 7000 )	Thermoplastic (3-4, \$0.22-\$0.17)	Thermoplastic (6-7, \$0.25-\$0.22)
		Urethane (2-3, \$0.27-\$0.18)	Polyurea (7-9, \$0.26-\$0.21)
		Epoxy (3-4, \$0.31-\$0.24)	Epoxy (7-9, \$0.26-\$0.21)
		Polyurea (3-4, \$0.33-\$0.25)	Urethane (5-6, \$0.27-\$0.23)
	Preformed Plastic, Type B (4-5, \$0.74-\$0.60)	Preformed Plastic, Type B (8-10, \$0.49-\$0.41)	
Recommendations shown are: Material Type (expected service life, equivalent uniform annual cost per foot for a 4-inch-wide marking and a 5-inch-wide groove) Costs are based on 2013-2014 average unit prices and a 3% discount rate.			
Notes:	1	Surface applied preformed plastic shall be inlaid application.	
	2	Recessed preformed plastic shall be standard application.	

STRIPING ON NEW PCC			
Zone	AADT	Surface	Recessed
Central IL	Low ( ≤ 7000 )	Epoxy (4-5, \$0.24-\$0.19) Urethane (2-3, \$0.27-\$0.18) Polyurea (3-4, \$0.33-\$0.25) Preformed Plastic, Type B (4-5, \$0.74-\$0.60)	Epoxy (7-9, \$0.26-\$0.21) Polyurea (7-9, \$0.26-\$0.21)
	High ( > 7000 )	<b>No Surface Application!</b>	Epoxy (7-9, \$0.26-\$0.21) Polyurea (7-9, \$0.26-\$0.21) Urethane (5-6, \$0.27-\$0.23) Preformed Plastic, Type B (8-10, \$0.49-\$0.41)
Recommendations shown are: Material Type (expected service life, equivalent uniform annual cost per foot for a 4-inch-wide marking and a 5-inch-wide groove) Costs are based on 2013-2014 average unit prices and a 3% discount rate.			

**References:**

Pavement Marking Selection, Installation and Inspection Manual. N.p.: n.p., n.d. ICT - Illinois. Illinois Department of Transportation Bureau of Materials and Physical Research Bureau of Operations, 1 Aug. 2015. Web. 21 Dec. 2016. <<http://ict.illinois.edu/files/2015/10/Pavement-Marking-Selection-Installation-and-Inspection-Manual.pdf>>.

**7.0 Conclusions**

The following sections provide a summary of the B/C analyses and roadway maintenance best management practices.

## 7.1 Summary of Benefit/Cost Analyses

**Table 4 - Benefit/Cost Ratios of All Projects**

Project	B/C Ratio
Euclid Ave./Brown St.	120.65
Hershey Rd./Clearwater Ave.	107.17
General Electric Rd./Keaton Pl.	45.28
Seminary Ave.	33.12
Hershey Rd./Arrowhead Dr.	28.30
Airport Rd.	23.15
Fox Creek Rd.	22.34
Fox Creek Rd. Bridge	18.97
Emerson St.	16.30
Six Points Rd.	14.35
Woodrig Road	12.92
Washington St.	12.04
Oakland Ave. (East)	9.94
Lafayette St.	7.73
Hershey Rd.	7.71
Ft. Jesse Rd. (East)	5.04
Wylie Dr.	2.37
Martin Luther King Jr. Dr.	2.14
Ireland Grove Rd./Towanda Barnes Rd.	1.90
Oakland Ave. (West)	1.81
Bunn St.	1.26
Ft. Jesse Rd. (West)	0.80
Hamilton Rd. (West)	0.51
Lutz Rd.	0.00
Hamilton Rd. (East)	-0.49
Mitsubishi Mtrwy.	-0.53
Oakland Ave. Interchange	-9.01

Based on information in Table 4, the following conclusions can be made:

- Proper maintenance and spot improvements of the existing roadway system should take priority over expansion of the system as those types of improvement provide the best return on investment.
- The Euclid Avenue/Brown Street realignment project is more cost effective as a north-south connector on the west side of the City than constructing the new alignment of Martin Luther King Jr. Drive.

- The benefits associated with emergency vehicle access for projects like Lutz Road cannot be accurately quantified, and the decision to construct Lutz Road, or other similar projects, should be made based on the judgement and maintaining the proper level of constituent service.
- The projects should be considered in groups as opposed to a straight-forward ranking. The green-yellow-orange-red color system shown behind the previous table was to provide additional guidance for grouping the projects. Those in the green section are excellent projects for the City. The yellow and orange sections are good projects, but the more yellow the project, the more return on investment is expected. The red projects should be considered only if there are other circumstances such as constituents concerns or pressure for additional developable land.
- Maintaining and improving east-west connectors is important to the system due to the lack of east-west arterial street route continuity across the city. Seminary Avenue, Emerson Street, and Washington Street all fall into the excellent or good project groups with Seminary Avenue providing the most return on investment.

Table 5 shows a list of the existing alignment projects provided by the City of Bloomington ranked by B/C ratio. The specific order should not be interpreted as a straightforward priority list. Instead, the B/C ratios should be used to identify patterns and compare projects with similar utility.

**Table 5 - Benefit/Cost Ratios of Existing Alignment Projects**

<b>Project</b>	<b>B/C Ratio</b>
Euclid Ave./Brown St.	120.65
Hershey Rd./Clearwater Ave.	107.17
General Electric Rd./Keaton Pl.	45.28
Seminary Ave.	33.12
Hershey Rd./Arrowhead Dr.	28.30
Airport Rd.	23.15
Fox Creek Rd.	22.34
Fox Creek Rd. Bridge	18.97
Emerson St.	16.30
Six Points Rd.	14.35
Woodrig Road	12.92
Washington St.	12.04
Oakland Ave. (East)	9.94
Lafayette St.	7.73
Ft. Jesse Rd. (East)	5.04
Ireland Grove Rd./Towanda Barnes Rd.	1.90
Oakland Ave. (West)	1.81
Bunn St.	1.26
Hamilton Rd. (West)	0.51
Lutz Rd.	0.00

Based on the information in Table 5, the following conclusions can be made:

- Improvements along Fox Creek Road or Six Points Road are more cost effective than improvements to Oakland Avenue in the same area. The Fox Creek Road improvements also help satisfy demand for an east-west arterial in the southern section of the city and compliment any improvements to Hamilton Road.
- Spot improvements along Hershey Road are cost effective.

Table 6 shows a list of the new alignment projects provided by the City of Bloomington ranked by B/C ratio. The specific order should not be interpreted as a straightforward priority list. Instead, the B/C ratios should be used to identify patterns and compare projects with similar utility.

**Table 6 - Benefit/Cost Ratios of New Alignment Projects**

Project	B/C Ratio
Hershey Road	11.54
Martin Luther King Jr. Dr.	4.39
Wylie Dr.	2.77
Hamilton Rd. (West)	1.04
Hamilton R. (East)	-0.72
Mitsubishi Mtrwy.	-0.75
Oakland Ave. Interchange	-15.09

Based on the information in Table 6, the following conclusions can be made:

- Hershey Road extension is the most cost effective new alignment project.
- The west side of the City is in need of a north-south arterial street; however, modifying the existing network with the Brown/Euclid realignment project is likely a more cost effective solution in the short run. The Wylie Drive project should be considered independently from the other projects since it is west of the I-55/74 corridor.
- The projects with negative B/C ratios should be phased to meet the needs of city expansion. Without development pressure, the projects will encourage urban sprawl and drive up maintenance costs.

Table 7 shows the projects that could be funded through Highway Safety Improvement Program (HSIP) funds. These projects each would have a safety related B/C ratio greater than 1 and are ranked according to the corresponding overall B/C ratio. Pursuing HSIP funding for any of the projects below would be a good investment for the City of Bloomington and result in a safer network.

**Table 7 - HSIP Benefit/Cost Ratios**

Project	Safety B/C Ratio	Overall B/C Ratio
Euclid Ave./Brown St.	1.0	157.12
Hershey Rd./Clearwater Ave.	1.8	142.55
Hershey Rd./Arrowhead Dr.	0.8	37.64
Emerson St.	1.5	26.43

## **7.2 Roadway Maintenance Best Management Practices**

Preventative maintenance is performed to improve or extend the useful life of a roadway surface, which can lead to significant life-cycle cost savings. Waiting until after a failure has occurred is not an effective approach for infrastructure asset management and may likely lead to higher life-cycle costs.

Based on recent experience, asphalt roadways in the City of Bloomington generally require an asphalt overlay every 12 to 15 years and reconstruction approximately every 40 years for arterial streets. These numbers increase slightly for roadways of lesser functional classification. As described in Section 1.2, the City utilizes the methodology presented in the PASER Manual to assess and inventory pavement condition. The PASER Manual provides recommendations on treatment measures based on the corresponding PASER rating. The most effective treatment option is based on several factors, including traffic volume, pavement type, type and extent of distress, useful life expectancy, and environmental factors. Truck traffic volume will also significantly impact pavement wear characteristics and treatment options.

Cracks are typically the first visual sign of pavement distress, which begin to show at a PASER rating of 7 (see Figure 1 for more information on PASER ratings). Cracks are the most common problem experienced on asphalt roadways. Without treatment, cracks can lead to deterioration of the pavement base layer. Thus, crack filling, crack sealing, and if necessary, full-depth crack repair are important roadway maintenance practices.

Other signs of pavement distress, including raveling and block cracking, generally appear at a PASER rating of 5. A non-structural asphalt overlay is typically the recommended treatment at this point, which should extend the pavement life significantly. It is not recommended to allow a roadway PASER rating to drop below 5 before performing treatment measures, unless full reconstruction is planned in the relatively near future.

Hanson recommends the City of Bloomington utilize the PASER rating inventory to prioritize roadway maintenance, as summarized below:

- Reconstruct roadways with a PASER rating of 4 or lower.
- Apply an asphalt overlay on roadways with a PASER rating of 5.
- Perform crack repairs on roadways with a PASER rating of 6.
- Perform crack repairs on roadways with a PASER rating of 7.

Project delivery for maintenance or reconstruction projects on existing roads and bridges should always consider the needs of the underground infrastructure assets within the right-of-way. For instance, if a sanitary sewer or water main under the existing roadway is in poor condition or in need of expansion, then maintenance work or reconstruction of that section of roadway should be coordinated to minimize rework and maximize the cost effectiveness of the maintenance or reconstruction activity.

## Appendix A: Benefit of Safety Improvements Methodology

### Expected Crash Frequency

There are two ways to predict crashes:

1. A historic crash frequency could be assumed to directly predict crashes in the future.
2. Site characteristics can be used to predict the number of crashes based on crash rates at other sites with similar characteristics.

The HSM uses the Empirical Bayes (EB) Method to balance the two theories to create a more accurate estimation of expected crashes. Crashes are considered random events, so using only historical data could make a location seem like a high crash area when it is just coincidence that the crash occurrence is high. However, only focusing on quantifiable roadway characteristics could miss an aspect of the location that is causing an unusually high number of crashes. The EB method counteracts both biases. The HSM gives guidance on how to follow the procedure, but for this study, a spreadsheet provided by the Illinois Department of Transportation (IDOT) specifically designed for implementing the 2010 HSM methodologies was used. The spreadsheet requires inputs of roadway characteristics and historic crash frequencies and returns expected crash frequencies.

### Crash Modification Factors

After an expected crash frequency is found, Crash Modification Factors (CMF's) can be applied. A CMF is a percentage of crashes that will remain at a location if a physical change is made to the roadway. For example, if a four-lane road undergoes a "road diet" to become a three-lane road (one through lane in each direction with a two-way-left-turn lane), 71% of the crashes along the segment will remain. A CMF is not always less than one. If a change to the roadway will increase crashes, the CMF would be greater than one. For example, changing from a two-way stop control intersection (TWSC) to a signalized intersection could increase the number of rear-end crashes at the location, so the CMF for rear-end crashes for that improvement would be greater than one.

CMF's can be found in the HSM or an online CMF clearinghouse. For a few individual cases, a CMF could not be found for a proposed improvement. For example, there is no CMF associated with changing the roadside from shoulders and ditches to curb and gutter. In this and similar instances, no CMF was applied. In situations where the CMF would only apply to a section of the project, the CMF was only used to reduce the expected crashes at the specific location. For example, if a roadway improvement included multiple intersections, but a left turn lane was only added to one intersection, the CMF would only be applied to reduce the expected crashes at that intersection.

## Appendix B: Benefit of Preventing Adverse Travel Methodology

When a road or bridge is closed, adverse travel is experienced by the user. Costs are associated with the added distance and time it takes to detour around the closed segment of the transportation network. However, it is unfair to claim the benefit of keeping a road open in 2015 if the road will stay open without improvements until 2025, for example. To determine the time frame until closure for the individual projects, two different techniques were used.

For roadways, existing pavement condition ratings (PASER ratings) and a life cycle model was used to predict when a roadway would require reconstruction and how many times a roadway would require resurfacing throughout a 50-year planning horizon.

For bridges, there is no life cycle curve that will indicate when the bridge will require closure based on sufficiency rating. Therefore, it was assumed that the bridge would fail in year zero. The resultant benefit/cost ratio does not indicate that the bridge should be rebuilt this year. Instead, it shows the benefit of rebuilding a bridge before it fails. In other words, it is a demonstration of how risk adverse the City should be about the possibility of a bridge closing if the sufficiency rating is low.

Bridges and roads can still be compared to each other – if a bridge has a higher benefit/cost ratio than a road that is expected to require reconstruction in 5 years, the City should interpret the results to mean that it is more important to the traveling public that the bridge remain open than it is for the roadway to be reconstructed when it fails.

### Travel Demand Model

Hanson has developed a City-wide travel demand model (TDM). The City is broken down into Traffic Analysis Zones (TAZs) that contain trip producers and trip attractors. Trip producers are the places where trips begin and trip attractors are the places that people are going. Using census and employment data from the McLean County Regional Planning Commission, the TDM can determine where the producers and attractors are located and the easiest way for travelers to reach their intended destination. Each proposed improvement was individually removed from the model to calculate the increase (or decrease) in time and miles within the system if the roadway or bridge was impassable as compared to the base condition with the road or bridge open to travelers. The results from the model are given in Vehicle Miles Traveled (VMT) and Vehicle Hours Traveled (VHT).

### Costs of Adverse Travel

In order to compare the benefit of avoiding adverse travel to the cost of a project, dollar amounts have to be associated with the added travel time and distance closing a road or bridge would cause. The users of the transportation system experience costs for every mile and every hour they spend traveling. These costs are in the form of:

- Loss of Productive Time
- Added Vehicle Expenses
- Added Emissions

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### Loss of Productive Time

The USDOT estimates the costs of \$15 per hour for a passenger vehicle and \$50 per hour for trucks for loss of productive time. A regional average for truck traffic is five percent (5%). These numbers were applied to the increases in VHT that each closure creates.

### Added Vehicle Expenses

For every mile that is driven, vehicle value depreciates, more maintenance is required, and more gasoline is consumed. The added VMT to the system from each project closure was multiplied by the 2015 IRS mileage rate of \$0.575 per mile.

### Added Emissions

To account for the emissions added to the atmosphere, the USDOT rate of 0.000025 tons of VOC per hour at \$1,813 per ton and 0.000005 tons of NOx per hour at \$7,147 per ton were used for added VHT to the system.

## Appendix C: Cost Methodology

### Costs of Improvement

Opinions of probable cost were prepared using the quantities for major pay items, including hot-mix asphalt (HMA), aggregate base, minor earthwork, storm sewer, trench backfill, curb & gutter, sidewalk, drainage structures, traffic signal installation, intersection lighting, and bridge costs (if applicable). Recent bid prices received for Hanson projects were used in addition to the Illinois Department of Transportation (IDOT) bid tabulation data base in order to determine appropriate unit costs associated with each major pay item. In addition, contingency factors were assigned to account for proposed construction items not included in the major pay items. The contingency factor will cover construction items including existing roadway removal items (pavement removal, sidewalk removal, and curb/gutter removal), erosion control, paint striping, major earthwork, etc. A contingency factor of 30% was used for widening projects and 40% was used for reconstruction projects.

For some projects, the amount the City must pay will be a fraction of the total cost because it will be supplemented with state or federal funds. For the benefit/cost (B/C) ratio, the total cost was used to represent the benefit to the constituents, as state and federal money is also provided by tax payers.

### Salvage Value

Another consideration for project cost is design life. Roadways are generally designed to last between 25 and 40 years, depending on several factors, including heavy vehicle traffic volumes, construction quality, and maintenance practices. Bridges are designed to last around 75 years. It is feasible that by the time a bridge fails, a road could need to be rebuilt twice. Therefore, a life-cycle of 50 years was used to account for this disparity, with bridges assumed to last 75 years and asphalt roads assumed to last 40 years.

An example of how salvage value is calculated for a bridge is shown below:

- 2015: A bridge is built
- 2016: the bridge is opened
- 2065 (the end of the analysis life cycle): 26 years out of the 75-year design life remaining
- 35% of the construction cost is salvaged

In the bridge scenario, the construction cost only occurred once, and the salvage value is a significant percentage.

An example of how salvage value is calculated for an asphalt roadway is shown below:

- 2015: A road is built
- 2016: the road opens
- 2055: the road needs to be rebuilt
- 2056: the road reopens
- 2065 (the end of the analysis life cycle): 30 years out of the 40-year design life remaining
- 75% of the construction cost is salvaged

In the roadway scenario, the construction cost occurred twice and the salvage value is a larger portion of the investment. However, several asphalt overlays will be required during the analysis life cycle.

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## Appendix D: Pavement Management Tables and Figures

The following pages contain sections and figures from IDOT manuals that relate to pavement management systems.

Illinois Highway Information System Roadway Information & Procedure Manual  
APPENDIX C

**Pavement Distress Codes**

**Distress Codes A thru K apply to concrete pavements.**

A. D-Cracking (Durability Cracking)

- A1 - Initial stage: Faint cracking pattern; no loose or missing pieces.
- A2 - Low level: Cracking pattern is plainly visible; no loose or missing pieces.
- A3 - Medium level: Well-defined; some small pieces may be loose and/or missing. Some patching may have occurred.
- A4 - High level - Infrequent; Severe cracking with loose and/or missing pieces. Patching is likely to have occurred.
- A5 - High level - Frequent; Severe cracking with loose and/or missing pieces. Patching is likely to have occurred.
- A6 - Bare pavement known to contain D-cracking susceptible aggregate. No distress showing. **NOTE:** Bare pavements showing D-cracking distress are to be rated using A1 through A5. This is a special use code and does not need to be entered during a condition rating survey. Please contact the Office of Planning and Programming before using this code.

B. Transverse Cracking

- B1 - Low level: Hairline crack with no spalling or faulting; a well-sealed crack with no distress.
- B2 - Medium level - Infrequent: A crack with a width of up to 1/4" exhibiting some spalling and/or faulting. Some maintenance patching may have occurred or is needed.
- B3 - Medium level - Frequent: A crack with a width of up to 1/4" exhibiting some spalling and/or faulting. Some maintenance patching may have occurred or is needed.
- B4 - High level - Infrequent: A crack with a width of greater than 1/4" and/or a crack exhibiting much spalling and/or faulting. Maintenance patching probably has occurred.
- B5 - High level - Frequent: A crack with a width of greater than 1/4" and/or a crack exhibiting much spalling and/or faulting. Maintenance patching probably has occurred.

C. Joint Deterioration

- C1 - Infrequent: The joint has opened to a width less than 1" and/or has spalling (width less than 6") and/or faulting up to 1/2". The joint has little or no loss of material.
- C2 - Frequent: The joint has opened to a width less than 1" and/or has spalling (width less than 6") and/or faulting up to 1/2". The joint has little or no loss of material.
- C3 - Infrequent: The joint has opened to a width greater than 1" and/or has spalling (width 6" or greater) and/or faulting of 1/2" or greater.
- C4 - Frequent: The joint has opened to a width greater than 1" and/or has spalling (width 6" or greater) and/or faulting of 1/2" or greater.

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**Pavement Distress Codes**

D. Centerline Deterioration

- D1 - Low level: Infrequent cracking along the centerline and/or spalling less than 3" wide. Minor popouts and/or faulting may be present.
- D2 - Medium level: More frequent cracking along the centerline and/or spalling between 3" and 6" wide. Popouts and/or faulting may be present. Some patching may have occurred.
- D3 - High level: Frequent areas of cracking along the centerline and/or spalling greater than 6". Popouts and/or faulting are likely to be present. Patching is likely to have occurred.

E. Longitudinal Cracking

- E1 - Infrequent: A crack that is less than 1/2" wide. Little or no spalling and/or faulting may be present.
- E2 - Frequent: A crack that is less than 1/2" wide. Little or no spalling and/or faulting may be present.
- E3 - Infrequent: A crack greater than or equal to 1/2" wide. Spalling and/or faulting may be present.
- E4 - Frequent: A crack greater than or equal to 1/2" wide. Spalling and/or faulting may be present.

F. Edge Punchouts (CRCP)

- F1 - Infrequent: 1 to 3 punchouts per mile; any severity level.
- F2 - Frequent: 4 or more punchouts per mile with little or no spalling.
- F3 - Frequent: 4 or more punchouts per mile with medium to high spalling. Temporary patching may have occurred.

G. Faulting - manual entry not required; the distress is measured by the Data Collection Vehicle (DCV) sensors

- G1 - Infrequent: A fault that is less than 1/4".
- G2 - Infrequent: A fault that is 1/4" to 1/2".
- G3 - Infrequent: A fault greater than 1/2".
- G4 - Frequent: A fault that is less than 1/4".
- G5 - Frequent: A fault that is 1/4" to 1/2".
- G6 - Frequent: A fault greater than 1/2".

H. Corner Breaks (JRCP)

- H1 - Infrequent: Any severity level.
- H2 - Frequent: The crack has little or no spalling. The corner piece has little or no breakup.
- H3 - Frequent: The crack has medium to high spalling. Corner piece is likely to be broken up; patching may have occurred.

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**Pavement Distress Codes**

I. Map Cracking and Scaling

- I1 - Infrequent: Low severity of map cracking exists; no scaling is present.
- I2 - Frequent: Any severity level of map cracking exists with 10% or less of the section scaled.
- I3 - Frequent: Any severity level of map cracking exists with greater than 10% of the section scaled.

J. Popouts/High Steel

- J1 - Infrequent: Any severity level.
- J2 - Frequent: With no associated distress.
- J3 - Frequent: With associated distress.

K. Permanent Patch Deterioration

- K1 - Less than 6% of the section patched.
- K2 - 6% to 12% of the section patched.
- K3 - Greater than 12% to less than 18% of the section patched.
- K4 - 18% or more of the section patched.

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APPENDIX C

**Pavement Distress Codes**

Distress Codes L through W apply to bituminous concrete pavements.

L. Alligator Cracking

- L1 - Low level: Hairline cracks with no or only a few interconnecting cracks. Cracks are not spalled.
- L2 - Medium level: Further development of interconnecting cracks into a pattern. Cracks may be lightly spalled.
- L3 - High level - Infrequent: Cracks have progressed so that the pieces are well defined. Cracks are likely to be spalled.
- L4 - High level - Frequent: Cracks have progressed so that the pieces are well defined. Cracks are likely to be spalled.

M. Block Cracking

- M1 - Low level: Hairline cracks with no or only a few interconnecting cracks. Cracks are not spalled.
- M2 - Medium level: Further development of interconnecting cracks into a pattern. Cracks may be lightly spalled.
- M3 - High level - Infrequent: Cracks have progressed so that the pieces are well defined and/or spalled at the edges.
- M4 - High level - Frequent: Cracks have progressed so that the pieces are well defined and/or spalled at the edges.

N. Rutting - manual entry not required; measured by Data Collection Vehicle (DCV) sensors

- N1 - Non-Continuous: Rut is less than or equal to 1/2".
- N2 - Continuous: Rut is less than or equal to 1/2".
- N3 - Continuous: Rut is greater than 1/2".

O. Transverse Cracking/Joint Reflection Cracks

- O1 - Beginning Stage: Hairline cracks at any frequency.
- O2 - Infrequent: Cracks are open and less than or equal to 1/4" in width and may have low to moderate levels of associated distress.
- O3 - Frequent: Cracks are open and less than or equal to 1/4" in width and may have low to moderate levels of associated distress.
- O4 - Infrequent: Cracks are greater than 1/4" in width and may have moderate to severe levels of associated distress.
- O5 - Frequent: Cracks are greater than 1/4" in width and may have moderate to severe levels of associated distress.

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APPENDIX C

**Pavement Distress Codes**

P. Overlaid Patch Reflective Cracking

- P1 - Beginning Stage: Cracks are tight and the bituminous overlay is in very good condition in the vicinity of the cracks.
- P2 - Infrequent: Cracks are less than or equal to 1/4" and may have low to moderate levels of associated distress.
- P3 - Frequent: Cracks are less than or equal to 1/4" and may have low to moderate levels of associated distress.
- P4 - Infrequent: Cracks are greater than 1/4" and may have moderate to severe levels of associated distress.
- P5 - Frequent: Cracks are greater than 1/4" and may have moderate to severe levels of associated distress.

Q. Longitudinal /Center of Lane Cracking

- Q1 - Beginning Stage: Cracks are tight (width is less than or equal to 1/4") with little or no spalling.
- Q2 - Infrequent: Cracks are between 1/4" and 1/2" and may have minor spalling.
- Q3 - Frequent: Cracks are between 1/4" and 1/2" and may have minor spalling.
- Q4 - Infrequent - One or more of the following conditions exist:
  - Cracks are greater than 1/2" in width
  - Cracks have severe spalling
  - Major maintenance activity has been performed on the crack
- Q5 - Frequent - One or more of the following conditions exist:
  - Cracks are greater than 1/2" in width
  - Cracks have severe spalling
  - Major maintenance activity has been performed on the crack

R. Reflective Widening Crack

- R1 - Beginning Stage: Cracks are tight (width is less than or equal to 1/4") with little or no spalling.
- R2 - Infrequent: Cracks are between 1/4" and 1/2" and may have minor spalling.
- R3 - Frequent: Cracks are between 1/4" and 1/2" and may have minor spalling.
- R4 - Infrequent - One or more of the following conditions exist:
  - Cracks are greater than 1/2" in width
  - Cracks have severe spalling
  - Major maintenance activity has been performed on the crack
- R5 - Frequent - One or more of the following conditions exist:
  - Cracks are greater than 1/2" in width
  - Cracks have severe spalling
  - Major maintenance activity has been performed on the crack

S. Centerline Deterioration

- S1 - Tight cracking with little or no spalling.
- S2 - Cracking with low to medium spalling.
- S3 - Infrequent: Cracks are open with medium to severe spalling.
- S4 - Frequent: Cracks are open with medium to severe spalling.

Illinois Highway Information System Roadway Information & Procedure Manual  
APPENDIX C

Pavement Distress Codes

T. Edge Cracking

- T1 - Low or moderate cracking with no breakup or raveling.
- T2 - Low or moderate cracking with some breakup and/or raveling.
- T3 - Infrequent: Cracking with considerable breakup and/or raveling.
- T4 - Frequent: Cracking with considerable breakup and/or raveling.

U. Permanent Patch Deterioration

- U1 - Patch has little or no deterioration. Cracks and/or edges are tight. No settlement has occurred.
- U2 - Patch is moderately deteriorated. Cracks and/or edges have opened. Settlement is less than 1/2".
- U3 - Infrequent: Patch is badly deteriorated. The cracks and/or edges are severe. Patch replacement may be needed.
- U4 - Frequent: Patch is badly deteriorated. The cracks and/or edges are severe. Patch replacement may be needed.

V. Shoving, Bumps, Sags, and Corrugation

- V1 - Minor vehicle vibration.
- V2 - Moderate vehicle vibration.
- V3 - Excessive vehicle vibration.

W. Weathering/Raveling/Segregation/Oxidation

- W1 - Infrequent: Low to medium level of distress.
- W2 - Frequent: Low to medium level of distress.
- W3 - Infrequent: High level of distress.
- W4 - Frequent: High level of distress.

X. Reflective D-Cracking

- X1 - Asphalt overlay on D-cracking-susceptible pavement; no distress reflecting through the overlay. NOTE: This is a special use code and does not need to be entered during a condition rating survey. Please contact the Office of Planning and Programming before using this code.
- X2 - Asphalt overlay beginning to reflect D-cracking through the resurfacing. Little or no maintenance is required.
- X3 - Asphalt overlay with well-defined reflective D-cracking; maintenance is required.

Pavement Conditions	Distress Levels <sup>1</sup>	Crack Filling	Crack Sealing	Fog Seal <sup>2</sup>	Sand Seal <sup>2</sup>	Slurry Seal	Micro-surfacing	Chip Seal	Cap Seal	CIR <sup>2</sup>	HIR <sup>2</sup>	SMART	Ultra-Thin Bonded Wearing Course	Cold Mill
Alligator/Fatigue Cracking <sup>3</sup>	L1	F	F	NR	NR	F	F	F	F	F	F	F	F	NR
	L2, L3, L4	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR
	M1	R	R	R	R	R	R	R	R	R	R	R	R	F
	M2	R	R	R	R	R	R	R	R	R	R	R	R	F
Block Cracking	M3, M4	F	F	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR
	N1, N2	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR
"Stable" Rutting <sup>4</sup>	N3	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR
	O1	NR	NR	F	R	F	R	R	R	R	R	R	R	F
Joint Reflection and Transverse Cracking <sup>5</sup>	O2, O3	R	R	NR	NR	NR	F	F	F	F	F	F	NR	NR
	O4, O5	F	F	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR
Overlaid Patch Reflective Cracking	P1, P2, P3, P4, P5	F*	F*	F*	F*	F*	F*	F*	F*	F*	F*	F*	F*	F*
	Q1	R	R	F	F	F	F	F	F	F	F	F	F	F
Longitudinal / Center of Lane Cracking	Q2, Q3	R	R	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR
	Q4, Q5	R	R	F	F	F	F	F	F	F	F	F	F	F
Reflective Widening Crack	R1	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR
	R2, R3	F	F	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR
Centerline Deterioration	R4, R5	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR
	S1, S2, S3, S4	F*	F*	F*	F*	F*	F*	F*	F*	F*	F*	F*	F*	F*
Edge Cracking	T1	F	F	F	R	F	R	R	R	R	R	R	R	F
	T2	F	F	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR
Permanent Patch Deterioration	T3, T4	F	F	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR
	U1, U2, U3, U4	F*	F*	F*	F*	F*	F*	F*	F*	F*	F*	F*	F*	F*
Shoving, Bumps, Sags, and Corrugation	V1	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR
	V2, V3	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR
Weathering/ Ravelling	W1, W2	NR	NR	F	F	R	R	R	R	R	R	R	R	F
	W3, W4	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR
Reflective D-Cracking	X1, X2, X3	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR
	Poor	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR
Friction	< 5,000	R	R	R	R	R	R	R	R	R	R	R	R	R
	> 10,000	R	R	R	R	R	R	R	R	R	R	R	R	R
ADT		R	R	R	R	R	R	R	R	R	R	R	R	R
Relative Cost	(\$ to \$\$\$\$)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Note 1. Information about pavement distress codes is located in Appendix C of the Illinois Highway Information System Roadway Information & Procedure Manual.  
 Note 2. This treatment may only be used with approval from BDE and will require an Experimental Feature according to Construction Memorandum 02-2.  
 Note 3. Preservation treatments do not correct alligator cracking. Of the treatments, chip seals are most appropriate at addressing the alligator cracking.  
 Note 4. If stable rutting is present without other distresses, microsurfacing or mill and overlay are the recommended treatments.  
 Note 5. If cracking is joint reflection related, the preservation treatments will not correct the distress.  
 R - Recommended treatment for the specified pavement condition. Care must be examined in making sure that all critical distress types are addressed by the selected treatment.  
 R\* - Recommended treatment when used with milling prior to treatment.  
 R\*\* - Used in combination with crack sealing.  
 F - Feasible treatment but depends upon other project constraints including other existing distresses.  
 F\* - This is a localized distress and should be treated locally while other distress types present should dictate choice of global treatment.  
 NR - Treatment is not recommended to correct the specified pavement condition.

TREATMENT SELECTION GUIDELINES FOR FLEXIBLE PAVEMENTS

Figure 52-4.A

Pavement Conditions	Distress Levels <sup>1</sup>	Crack Sealing	Joint Resealing	Diamond Grinding	Diamond Grooving	Ultra-Thin Bonded Wearing Course	Full-Depth Repairs	Partial-Depth Repairs	LTR <sup>2,3</sup>
D-cracking	A1, A2	NR	F	NR	NR	F	NR	NR	NR
	A3	NR	NR	NR	NR	NR	F	R	NR
	A4, A5	NR	NR	NR	NR	NR	R	NR	NR
Transverse Cracking	B1	NR	NR	NR	NR	R	NR	NR	NR
	B2, B3	R	NR	NR	NR	F	F	NR	F
Joint Deterioration	B4, B5	F	NR	NR	NR	NR	F	NR	F
	C1, C2	NR	R	R*	NR	F	NR	F	F
	C3, C4	NR	F	F	NR	F	F	R	F
Centerline Deterioration	D1	NR	R	NR	NR	R	NR	NR	NR
	D2	NR	F	NR	NR	F	NR	R	NR
	D3	NR	NR	NR	NR	NR	F	R	NR
Longitudinal Cracking	E1, E2	R	NR	NR	NR	F	F	NR	NR
	E3, E4	F	NR	NR	NR	F	R	NR	NR
Edge Punchouts (CRCP)	F1, F2, F3	NR	NR	NR	NR	F	R	NR	NR
	G1, G4	NR	R	F	NR	F	NR	NR	NR
Faulting	G2, G5	NR	F	R	NR	F	NR	NR	R
	G3, G6	NR	NR	R*	NR	NR	NR	NR	R
Corner Breaks (JPCP)	H1, H2	R	NR	NR	NR	F	F	NR	NR
	H3	NR	NR	NR	NR	NR	R	NR	NR
Map Cracking and Scaling	I1	NR	NR	F	NR	R	NR	NR	NR
	I2	NR	NR	F	NR	R	NR	F	NR
	I3	NR	NR	F	NR	F	NR	F	NR
Permanent Patch Deterioration	J1, J2, J3	NR	NR	NR	NR	F**	NR	F**	NR
	K1, K2, K3	F**	F**	F**	F**	F**	F**	F**	F**
Ride	IRI > 140 (m/mi)	NR	NR	R	NR	F	NR	NR	F*
Skid	Poor	NR	NR	R	R	R	NR	NR	NR
	(\$ to \$\$\$\$)	\$	\$	\$	\$	\$\$\$	\$\$\$\$	\$\$\$	\$\$\$

TREATMENT SELECTION GUIDELINES FOR RIGID PAVEMENTS

Figure 52-4.B

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52-4.5

Note 1. Information about pavement distress codes is located in Appendix C of the Illinois Highway Information System Roadway Information & Procedure Manual.  
 Note 2. This treatment may only be used with approval from BDE and will require an Experimental Feature according to Construction Memorandum 02-2.  
 Note 3. LTR (Load Transfer Restoration) is normally used in combination with diamond grinding.  
 R - Recommended treatment for the specified pavement condition. Care must be examined in making sure that all critical distress types are addressed by the selected treatment.  
 R\* - Recommended when used in conjunction with LTR and/or Subsealing/Undersealing.  
 F - Feasible treatment but depends upon other project constraints including other existing distresses.  
 F\* - Feasible treatment if poor ride is a result of undoweled joints or faulted transverse (mid-slab) cracking.  
 F\*\* - Other distress types should dictate choice of treatment.  
 NR - Treatment is not recommended to correct the specified pavement condition.

	HMA Overlay (Policy)	HMA Overlay (Structural)	3P Program	Cold Milling	Reflective Crack Control	Class A Patch	Class B Patch	Class C/Class D Patch	Fiberglass Fabric Repair	Crack Relief Layer	PCC Inlay/Overlay
Alligator Cracking	ML	A	ML	ML	ML	A	A	A			A
Bleeding	A	A	A	A							
Block Cracking	A	A	A	A							A
Edge Cracking	A	A	A								A
Longitudinal Cracking	A	A	A	A	A					A	A
Permanent Patch Deterioration	A	A	A	A		A	A	A			
Potholes and Localized Distress	A	A	A	A							
Pumping and Water Bleeding						A	A	A			
Raveling, Weathering, Segregation	A	A	A	A							
Reflective Centerline Cracking	A	A	A	A	A					A	A
Reflective "D" Cracking	ML	A	ML	A	A	A	A	A	A		A
Reflective Widening Cracking	A	A	A	A	A					A	A
Rutting	A	A	A	A							
Shoving	A	A	A	A							
Transverse Cracking	A	A	A	A		A	A	A		A	A

Note: LL = Low Level; ML = Medium Level; A = All; Blank = Not Applicable; Levels indicate highest severity level for which the rehabilitation method is applicable.

**REHABILITATION METHODS FOR PAVEMENT DISTRESS  
(Hot-Mix Asphalt (HMA) Full-Depth Pavements and Overlaid PCC Pavements)**

Figure 53-4.A

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53-4.23

	HMA Overlay (Policy)	HMA Overlay (Structural)	3P Program	Reflective Crack Control	Class B Patch	Class C/Class D Patch	Fiberglass Fabric Repair	Joint Resealing
Blowups					A	A		
Corner Breaks	A	A	A		A	A		
"D" Cracking	LL	A	LL	ML	ML	A	A	
High Steel Spalling	A	A	A		A	A		
Joint/Crack Faulting	A	A	A		A	A		
Joint/Crack Spalling	A	A	A		A	A		
Joint Deterioration	A	A	A		A	A		
Longitudinal Cracking	A	A	A	A				
Map Cracking and Sealing	A	A	A					
Permanent Patch Deterioration	A	A	A		A	A		
Polished Aggregate	A	A	A					
Pumping and Water Bleeding					A	A		
Transverse Cracking	A	A	A		A	A		
Transverse Joint Seal Damage	A	A	A					A

*Note: LL = Low Level; ML = Medium Level; A = All; Blank = Not Applicable; Levels indicate highest severity level for which the rehabilitation method is applicable.*

**REHABILITATION METHODS FOR PAVEMENT DISTRESS  
 (Jointed Plain/Reinforced Concrete Pavements (JPCP/JRCP))**

**Figure 53-4.B**

	HMA Overlay (Policy)	HMA Overlay (Structural)	3P Program	Reflective Crack Control	Class A Patch	Class C/Class D Patch*	Fiberglass Fabric Repair
Blowups					A	A	
Center Joint Spalling	A	A	A	A			
Construction Joint Deterioration	A	A	A		A	A	
"D" Cracking	LL	A	LL	ML	A	A	A
High Steel Spalling	A	A	A		A	A	
Longitudinal Cracking	A	A	A	A			
Map Cracking and Sealing	A	A	A				
Permanent Patch Deterioration	A	A	A		A	A	
Polished Aggregate	A	A	A				
Pumping and Water Bleeding					A	A	
Punchouts					A	A	
Transverse Cracking	A	A	A		A	A	

*Note: LL = Low Level; ML = Medium Level; A = All; Blank = Not Applicable; Levels indicate highest severity level for which the rehabilitation method is applicable.*

*\*Only if Class A patches cannot be used.*

**REHABILITATION METHODS FOR PAVEMENT DISTRESS  
 (Continuously Reinforced Concrete (CRC) Pavements)**

**Figure 53-4.C**

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53-4.25

	Crack Relief Layers	HMA Overlay	Partial Removal and Replacement	Complete Removal and Replacement
Alligator Cracking	A	A		A
Block Cracking	A	A	A	A
Lane/Shoulder Dropoff		A	A	A
Lane/Shoulder Joint Spalling		A	A	A
Lane/Shoulder Separation		A	A	A
Transverse Cracking	A	A		A

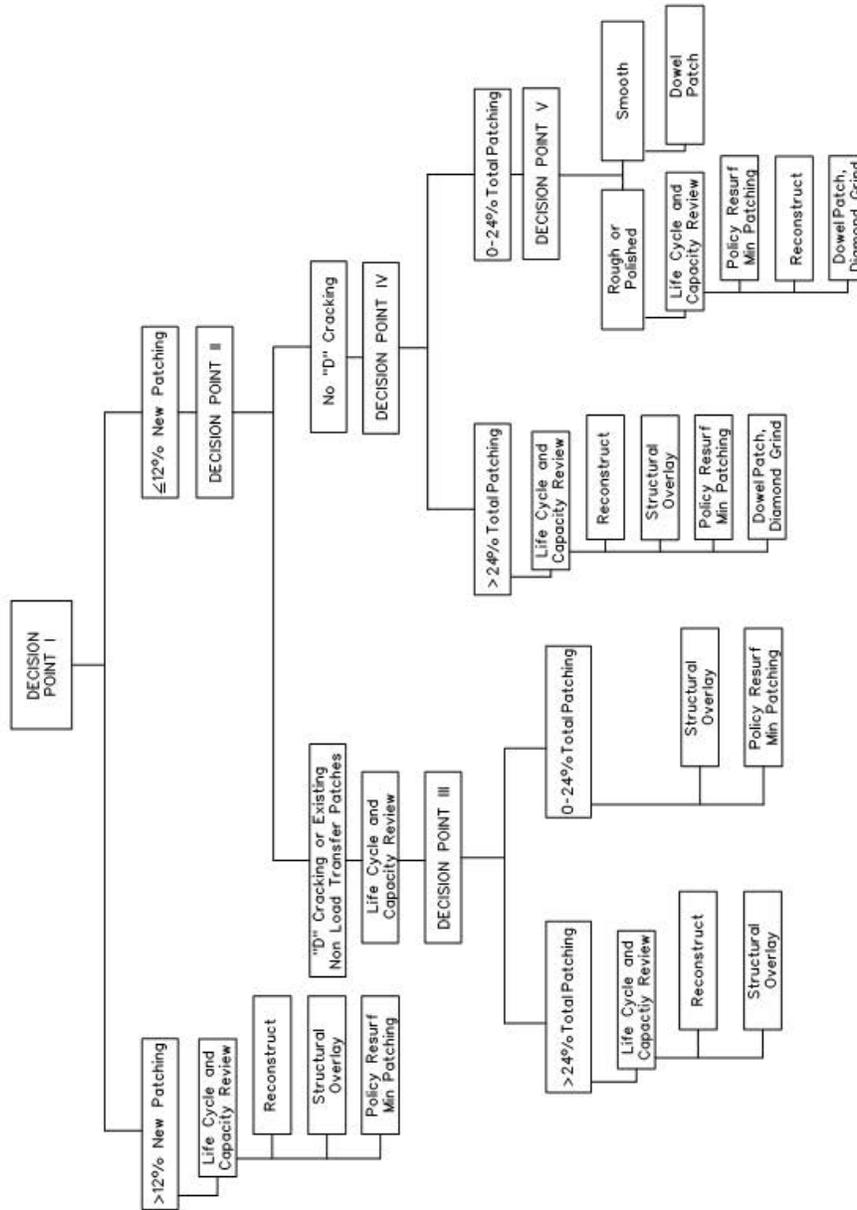
*Note: LL = Low Level; ML = Medium Level; A = All; Blank = Not Applicable; Levels indicate highest severity level for which the rehabilitation method is applicable.*

**REHABILITATION METHODS FOR PAVEMENT DISTRESS  
(Pavement Shoulders)**

**Figure 53-4.D**

53-4.26

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**REHABILITATION STRATEGY SELECTION**  
 (Bare Jointed Plain/Reinforced Concrete Pavements (JPCP/JRCP))

Figure 53-4.E

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53-4.27

