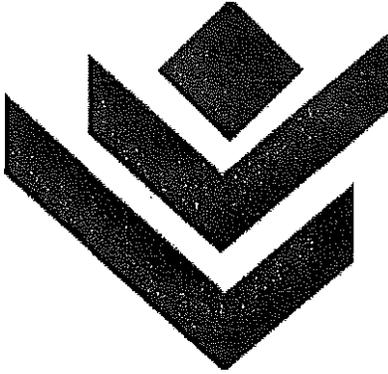




CITY OF
BLOOMINGTON
COUNCIL MEETING
SEPTEMBER 24, 2018



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.



RESOLUTION NO. 2016 -29

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

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 HALL COUNCIL CHAMBERS
109 EAST OLIVE STREET, BLOOMINGTON, IL 61701
MONDAY, SEPTEMBER 24, 2018; 6:00 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. Proclamation declaring October 2018 “Community Planning Month”.
 - B. Proclamation declaring October 1, 2018 “Illinois Wesleyan Day”.
 - C. Proclamation declaring October 7 – 13, 2018 “Fire Prevention Week”.
 - D. Recognition of the Parks, Recreation, and Cultural Arts Departments 50th Anniversary.

6. Public Comment

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.)

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

- A. Consideration of approving the Minutes of the September 10, 2018 Regular City Council Meeting. *(Recommend the reading of minutes be dispensed and approved as printed.)*
- B. Consideration of approving Bills, Payroll, Electronic Transfers, and Procurement Card Purchases in the amount of \$8,225,687.45. *(Recommend the Bills, Payroll, Electronic Transfers, and Procurement Card Purchases be allowed in the amount of \$8,225,687.45, and orders drawn on the Treasurer for the various amounts as funds are available.)*
- C. Ratification of the Collective Bargaining Agreement with AFSCME Local 699, who represent workers at the Bloomington Public Library, as requested by the Bloomington Public Library. *(Recommend the Ratification of the Collective Bargaining Agreement with AFSCME Local 699, who represent workers at the Bloomington Public Library, be approved.)*
- D. Consideration of a Professional Services Contract with Clark Dietz, Inc. for Professional Engineering Services related to Locust Colton CSO Elimination and Water Main Replacement Phase 2, not to exceed the amount of \$136,700, as requested by the Public Works Department and Water Department. *(Recommend the Professional Services Contract with Clark Dietz, Inc. for Professional Engineering Services related to Locust Colton CSO Elimination and Water Main Replacement Phase 2, not to exceed the amount of \$136,700, be approved, and the City Manager and City Clerk be authorized to execute the necessary documents.)*
- E. Consideration of a Temporary Easement Agreement with Local 197, IBEW Building Corporation, in conjunction with the Fox Creek Road Improvement Project, in the amount of \$4,424, as requested by the Public Works Department. *(Recommend the Temporary Easement Agreement with Local 197, IBEW Building Corporation, in conjunction with the Fox Creek Road Improvement Project in the amount of \$4,424 be approved, and the City Manager and City Clerk be authorized to execute the necessary documents.)*
- F. Consideration of a Temporary Easement Agreement with Connect Transit, so the company can install bus shelters and benches to temporarily relocate the Downtown Transfer Center during construction on Front Street, as requested by the Public Works Department. *(Recommend the Temporary Easement Agreement with Connect Transit so the company can install bus shelters and benches to temporarily relocate the Downtown Transfer Center during construction on Front Street be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- G. Consideration of a Roadway Dedication Agreement with American Legion, Louis E Davis Post #56, in conjunction with the Fox Creek Road Improvement Project, in the amount of \$379, as requested by the Public Works Department. *(Recommend the Road Dedication Agreement with American Legion, Louis E Davis Post #56, in conjunction with the Fox Creek*

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Road Improvement Project, in the amount of \$379, be approved, and the City Manager and City Clerk be authorized to execute the necessary documents.)

- H. Consideration of a Roadway Dedication Agreement with Mervin and Wilma Borkholder, in conjunction with the Fox Creek Road Improvement Project, in the amount of \$23,000, as requested by the Public Works Department. *(Recommend the Road Dedication Agreement with Mervin and Wilma Borkholder, in conjunction with the Fox Creek Road Improvement project, in the amount of \$23,000, be approved, and the City Manager and City Clerk be authorized to execute the necessary documents.)*
- I. Consideration of an MFT Resolution Appropriating FY 2019 Motor Fuel Tax (MFT) Funds to be used for the purchase of Right-Of-Way and Easements for the Fox Creek Road Project, in the amount of \$80,000, as requested by the Public Works Department. *(Recommend the MFT Resolution Appropriating FY 2019 Motor Fuel Tax (MFT) Funds to be used for the purchase of Right-Of-Way and Easements for the Fox Creek Road Project, in the amount of \$80,000, be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- J. Consideration of an Ordinance approving a Dedication of a Utility Easement located at Lot 19 of Medical Hills Subdivision, so the developer can install public fire hydrants, as requested by the Public Works and Water Departments. *(Recommend the Ordinance approving the Dedication of a Utility Easement located at Lot 19 of Medical Hills Subdivision be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- K. Consideration of an Ordinance amending the Fiscal Year 2019 Budget in the amount of \$25,548.42 to adjust the Illinois Housing Development Authority Single Family Rehabilitation (SFOOR) Fund, as requested by the Community Development Department – Office of Grants Administration. *(Recommend the Ordinance amending the Fiscal Year 2019 Budget in the amount of \$25,548.42 to adjust the Illinois Housing Development Single Family Rehabilitation (SFOOR) Fund be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- L. Consideration of an Ordinance approving an Economic Incentive Agreement to support the retention and expansion of Commercial Packaging in the City of Bloomington, as requested by the Community Development Department – Office of Economic Development. *(Recommend the Ordinance approving the Economic Incentive Agreement by and between the City of Bloomington and Commercial Bag Company, Inc. be approved, and authorize the Mayor and City Clerk to execute the necessary documents.)*
- M. Consideration of an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge at Lake Bloomington on October 6, 2018, the request from Don Badgerow and Kelsie Howerton to allow moderate consumption of beer and wine, as requested by the City Clerk’s Office.

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

(Recommend the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge at Lake Bloomington on October 6, 2018 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)

- N. Consideration of an Ordinance Suspending Portions of Chapter 6 of the Bloomington City Code prohibiting possession of open alcohol in public for Fat Jacks, Inc. d/b/a Fat Jacks Oktoberfest event on Saturday, September 29, 2018 from 12:00 p.m. to 8:00 p.m. in the 500-600 block of North Main Street in downtown Bloomington and portions contiguous with Main Street associated with the event, as requested by the City Clerk's Office *(Recommend the Ordinance Suspending Portions of Chapter 6 of the Bloomington City Code prohibiting possession of open alcohol in public for Fat Jacks, Inc. d/b/a Fat Jacks Oktoberfest event on Saturday, September 29, 2018 from 12:00 p.m. to 8:00 p.m. in the 500-600 block of North Main Street in downtown Bloomington and portions contiguous with Main Street associated with the event be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

8. "Regular Agenda"

- A. Consideration and action on an Ordinance amending the City Code provisions on Administrative Adjudication, including clarification of the requirement for payment of Court Costs and Minimum Fines, as requested by the Legal and Community Development Departments. *(Recommend the Ordinance amending the City Code Provisions on Administrative Adjudication, including clarification of the requirement for payment of Court Costs and Minimum Fines, be approved and the Mayor and City Clerk authorized to execute the Ordinance.) (Brief Overview by Tim Gleason, City Manager. Presentation by Angela Fyans Jimenez, Deputy Corporation Counsel, and Bob Mahrt, Community Development Director, 5 minutes, City Council discussion, 10 minutes.)*

9. City Manager's Discussion

- A. Finance Director's Report

10. Mayor's Discussion

11. City Aldermen's Discussion

12. Executive Session – Cite Section

13. Adjournment

14. Notes

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

RECOGNITIONS



Council Date: September 24, 2018

COUNCIL AGENDA ITEM NO. 5

Recognition/Appointments

- A. Proclamation declaring October 2018 “Community Planning Month”.
- B. Proclamation declaring October 1, 2018 “Illinois Wesleyan Day”.
- C. Proclamation declaring October 7 – 13, 2018 “Fire Prevention Week”.
- D. Recognition of the Parks, Recreation, and Cultural Arts Departments 50th Anniversary.

PROCLAMATION

Declaring October 2018 Community Planning Month

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and,

WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people work and live; and,

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and,

WHEREAS, the full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and,

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories; and,

WHEREAS, The American Planning Association and its professional institute, the American Institute of Certified Planners, endorse National Community Planning Month as an opportunity to highlight the contributions sound planning and plan implementation make to the quality of our settlements and environment; and,

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and other citizen planners who have contributed their time and expertise to the improvement of the City of Bloomington; and,

WHEREAS, We recognize the many valuable contributions made by professional community planners of the City of Bloomington and extend our heartfelt thanks for the continued commitment to public service by these professionals,

NOW, THEREFORE, I, Tari Renner, Mayor of the City of Bloomington, do hereby proclaim October 2018 as

Community Planning Month



Tari Renner
Mayor



Cherry Lawson
City Clerk

PROCLAMATION

Illinois Wesleyan Day October 1st, 2018

WHEREAS, Illinois Wesleyan University was founded in 1850 as a private four year university and is now an independent, residential, liberal arts university with approximately 1900 students; and

WHEREAS, IWU is ranked as one of the best values in the nation per Kiplinger and offers over 80 majors, minors, and programs in liberal arts, business, the fine arts, nursing, and eight pre-professional areas while maintaining a low 11 to 1 student/faculty ratio with an average class size or around 17; and

WHEREAS, Illinois Wesleyan also offers several athletic opportunities for athletes, participating in the NCAA's Division III tier and is a member of the College Conference of Illinois and Wisconsin (CCIW) conference with 22 varsity teams, (11 men's and 11 women's); and

WHEREAS, several famous alumni have attended Illinois Wesleyan University from the world of television, film, politics, sports, and stage.

NOW THEREFORE, I, Tari Renner, Mayor of Bloomington, IL do hereby proclaim the first day of October, 2018 to be proclaimed

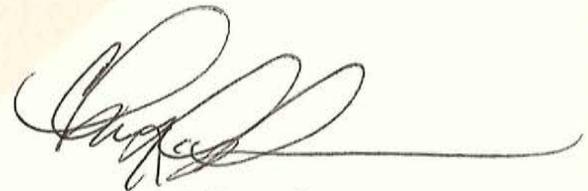
"ILLINOIS WESLEYAN UNIVERSITY DAY"

In the City of Bloomington in coordination with the Centennial Homecoming of the university and hope citizens of the city will recognize the importance and the impact the university has had to our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Bloomington to be affixed this 3rd day of September, 2018



Tari Renner
Mayor



Cherry Lawson
City Clerk

PROCLAMATION

Fire Prevention Week October 7 – 13, 2018

WHEREAS, the City of Bloomington is committed to ensuring the safety and security of all those living in and visiting Bloomington; and,

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed 2,735 people in the United States in 2016, according to the National Fire Protection Association (NFPA), and fire departments in the United States responded to 352,000 home fires; and,

WHEREAS, the majority of U.S. fire deaths (4 out of 5) occur at home each year; and

WHEREAS, the fire death rate per 1000 home fires reported to U.S. fire departments was 10 percent higher in 2016 than in 1980; and

WHEREAS; Bloomington's residents should identify places in their home where fires can start and eliminate those hazards and,

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and

WHEREAS, Bloomington's residents should install smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home; and

WHEREAS, Bloomington's residents should listen for the sound of the smoke alarm and when it sounds respond by going outside immediately to the designated meeting place; and,

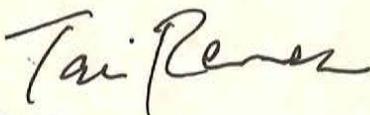
WHEREAS, Bloomington's residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, Bloomington's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

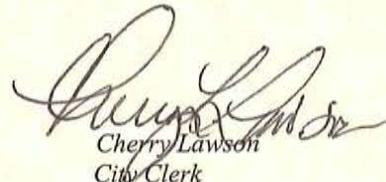
WHEREAS, Bloomington's residents are responsive to public education measures and are able to take action to increase their safety from fire, especially in their homes; and

WHEREAS, the 2018 Fire Prevention Week theme, "Look. Listen. Learn. Be aware – fire can happen anywhere™" effectively serves to remind us that we need to take personal steps to increase our safety from fire,

THEREFORE, I, Tari Renner, Mayor of Bloomington do hereby proclaim October 7-13, 2018, as Fire Prevention Week throughout this city, and I urge all the people of Bloomington to be aware of their surroundings, look for available ways out in the event of a fire or other emergency, respond when the smoke alarm sounds by exiting the building immediately, and to support the many public safety activities and efforts of Bloomington's fire and emergency services during Fire Prevention Week 2018.



Tari Renner
Mayor



Cherry Lawson
City Clerk

RECOGNITION

Parks, Recreation & Cultural Arts Department's 50th Anniversary

WHEREAS Bloomington's Parks, Recreation & Cultural Arts Department was founded in 1968; and

WHEREAS for 50 years the Parks, Recreation & Cultural Arts Department has been vitally important to establishing and maintaining the quality of life in our community, ensuring the health of all residents, and contributing to the economic and environmental well-being of the community and region; and

WHEREAS Parks, Recreation, and Cultural Arts has been providing programs that build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and improve the mental and emotional health of all residents; and

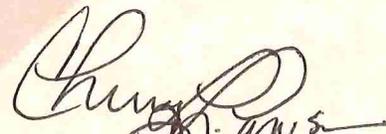
WHEREAS Parks, Recreation, and Cultural Arts programs enhance the community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS Bloomington, IL recognizes and embraces the benefits derived from Parks, Recreation, and Cultural Arts resources and celebrates 50 years of contributing these benefits to our community;

THEREFORE I, Tari Renner, Mayor of the City of Bloomington, Illinois do hereby recognize and celebrate the 50th anniversary of the City's Parks, Recreation & Cultural Arts department and invite the community join the celebration at the 50th Anniversary Celebration Event in Miller Park on Saturday, September 29, 2018 from 2 - 5 pm.



Tari Renner
Mayor



Cherry Lawson
City Clerk

CONSENT AGENDA



CONSENT AGENDA ITEM NO: 7A

FOR COUNCIL: September 24, 2018

SPONSORING DEPARTMENT: City Clerk's Office

SUBJECT: Consideration of approving the Minutes of the September 10, 2018 Regular City Council Meeting.

RECOMMENDATION/MOTION: 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: N/A

FINANCIAL IMPACT: N/A

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 "Tim Gleason".

Tim Gleason
City Manager

Attachments:

- September 10, 2018 Regular City Council Meeting Minutes

**SUMMARY MINUTES OF THE MEETING
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS MONDAY, SEPTEMBER 10, 2018, 6:00 P.M.**

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 6:03 p.m., Monday, September 10, 2018.

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

Aldermen: Jamie Mathy, David Sage (Arrived: 6:05 PM), Mboka Mwilambwe, Amelia Buragas, Scott Black, Joni Painter, Diana Hauman, Kim Bray, Karen Schmidt, and Mayor Tari Renner.

Staff Present: Tim Gleason, City Manager; Steve Rasmussen, Assistant City Manager; Jeffrey Jurgens, Corporation Counsel; Cherry Lawson, City Clerk; Bob Yehl, Water Director; Bob Mahrt, Community Development Director; Scott Rathbun, Finance Director; Brian Mohr, Fire Chief; Melissa Hon, Assistant to the City Manager; Scott Sprouls, Information Services Director; Jay Tetzloff, Director of Parks, Recreation, and Cultural Arts; and other City staff were also present.

Recognition/Appointments

- A. Proclamation declaring September “National Suicide Prevention Month”.
- B. Loyalty Oath and Appointment of Scott Rathbun as Finance Director.
- C. Appointment of Mark Halx to the Cultural Commission.

Public Comment

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

Glen Ludwig	Nancy Marciniac
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“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 Painter and seconded by Alderman Hauman that the Consent Agenda be approved with the exception of Items 7F and 7J.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 7A Consideration of approving the Minutes of the August 27, 2018 Regular City Council Meeting. *(Recommend the reading of minutes be dispensed and approved as printed.)*

The following was presented:

Item 7B. Consideration of approving Bills, Payroll, and Electronic Transfers in the amount of \$6,238,653.98. *(Recommend the Bills, Payroll, and Electronic Transfers be allowed in the amount of \$6,238,653.98, and orders drawn on the Treasurer for the various amounts as funds are available.)*

The following was presented:

Item 7C. Consideration of approving an Appointment to the Cultural Commission. *(Recommend Mark Halx be appointed to the Cultural Commission.)*

The following was presented:

Item 7D. Consideration of the Purchase of a Technical Support Service from Physio-Control, as a limited source, in the amount of \$53,978.40 (payable in four (4) annual installments of \$13,494.60), as requested by the Fire Department. *(Recommend the Purchase of the Technical Support Service from Physio-Control, as a limited source, in the amount of \$53,978.40 (payable in four (4) annual installments of \$13,494.60), be approved and the Procurement Manager authorized to issue a Purchase Order.)*

The following was presented:

Item 7E. Consideration of a Resolution approving Change Order 1 to the Construction Contract for the St. Peter Aquifer Test Wells 1 and 2 Project (Bid #2017-33) with Layne Christensen Company for additional Test Well 2 development and re-testing Test Well 1, as requested by the Water Department. *(Recommend the Resolution approving Change Order 1 to the Construction Contract for the St. Peter Aquifer Test Wells 1 and 2 Project (Bid #2017-33) with Layne Christensen Company for additional Test Well 2 Development and Re-testing Test Well 1, in the amount of \$93,957.00, at the unit prices listed in the Change Order, and authorize the Mayor and City Clerk to execute the Resolution, the City Manager to execute the Change Order, and the Procurement Manager be authorized to issue a Purchase Order for the same.)*

RESOLUTION NO. 2018 – 52

A RESOLUTION APPROVING CHANGE ORDER 1 TO THE CONSTRUCTION CONTRACT FOR

THE ST. PETER AQUIFER TEST WELLS 1 AND 2 PROJECT WITH
LAYNE CHRISTENSEN COMPANY

The following was presented:

Item 7F. Consideration of an Ordinance Amending the Fiscal Year 2019 Library Fixed Asset Budget, in the amount of ~~\$144,117~~ \$139,117 for revenues and \$139,117 for expenses, as requested by the Bloomington Public Library. *(Recommend the Ordinance amending the FY2019 Library Fixed Asset Budget, in the amount of ~~\$144,117~~ \$139,117 for revenues and \$139,117 for expenses, be approved, and the Mayor and the City Clerk be authorized to execute the necessary documents.)* ***(Pulled from the Consent Agenda)***

ORDINANCE NO. 2018 - 71

AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2019

Motion by Alderman Black and seconded by Alderman Hauman that the Ordinance amending the FY2019 Library Fixed Asset Budget, in the amount of \$139,117 for revenues and \$139,117 for expenses, be approved, and the Mayor and the 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 Mathy, Painter, Mwilambwe, Buragas, Hauman, Sage, Black, Bray, and Schmidt.

Nays: None.

Motion carried.

The following was presented:

Item 7G. Consideration of an Ordinance providing for the Vacation of a No Access Easement lying within the Hershey Plaza Subdivision, so that the owner of the subject property, can prepare for an entrance from Hershey Road to allow a Hershey Road address, as requested by the Public Works Department. *(Recommend the Ordinance providing for the Vacation of a No Access Easement lying within the Hershey Plaza Subdivision be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

ORDINANCE NO. 2018 - 72

AN ORDINANCE PROVIDING FOR THE VACATION OF A NO ACCESS EASEMENT LYING
WITHIN HERSHEY PLAZA SUBDIVISION

The following was presented:

Item 7H. Consideration of an Ordinance amending the Fiscal Year 2019 Budget, in the amount of \$83,253.51, to adjust the Illinois Housing Development Authority Abandoned Property Program fund, as requested by the Community Development Department. *(Recommend the Ordinance amending the Fiscal Year 2019 Budget in the amount of \$83,253.51 to adjust the Illinois Housing Development Authority Abandoned Property Program fund be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

ORDINANCE NO. 2018 –73

AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2019

The following was presented:

Item 7I. Consideration of 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 Miller Park Zoo and Pavilion on September 15, 2018 from 4:30 p.m. to 10:00 p.m., as requested by the City Clerk’s Office. *(Recommend the 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 Miller Park Zoo and Pavilion on September 15, 2018 from 4:30 p.m. to 10:00 p.m. be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

ORDINANCE NO. 2018 – 74

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 ZODO TO BE HELD AT MILLER PARK ZOO
AND PAVILION

The following was presented:

Item 7J. Consideration of an application of the Bloomington Normal Sunrise Rotary for an LB (Limited Beer and Wine) liquor license, which would allow the sale of beer and wine by the glass for consumption on the premises for an event at Union Park (G.E. Park), located at 1750 G.E. Road, on October 21, 2018 from 12 p.m. to 3:30 p.m., as requested by the City Clerk’s Office. *(Recommend the application of the Bloomington Normal Sunrise Rotary for an LB (Limited Beer and Wine) liquor license, which would allow the sale of beer and wine by the glass for consumption on the premises for an event at Union Park (G.E. Park), located at 1750 G.E. Road, on October 21, 2018 from 12 p.m. to 3:30 p.m., be approved contingent upon compliance with all health and safety codes.) (Pulled from the Consent Agenda)*

Motion by Alderman Bray and seconded by Alderman Schmidt that the application of the Bloomington Normal Sunrise Rotary for an LB (Limited Beer and Wine) liquor license, which would allow the sale of beer and wine by the glass for consumption on the premises for an event at Union

Park (G.E. Park), located at 1750 G.E. Road, on October 21, 2018 from 12 p.m. to 3:30 p.m., be approved contingent upon compliance with all health and safety codes.

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

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

Nays: None.

Recuse: Aldermen Mathy.

Motion carried.

The following was presented:

Item 7K. Consideration of an application of BM Trade Company, d/b/a Lucky Garden, located at 706 S. Eldorado Road, requesting an RAS (Restaurant, All Types of Alcohol, Sunday Sales) liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week, as requested by the City Clerk's Office. *(Recommend the application of BM Trade Company, d/b/a Lucky Garden, located at 706 S. Eldorado Road, requesting an RAS (Restaurant, All Types of Alcohol, Sunday Sales) liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week be approved, contingent upon the corporation being approved to do business in the State of Illinois and compliance with all health and safety codes.)*

“Regular Agenda”

The following was presented:

Item 8A. Presentation and action on a Memorandum of Understanding with the Boys & Girls Club of Bloomington-Normal for the sale of 3.34 acres of City Park Land inside Sunnyside Park for the development of a new facility, in the amount of \$1.00, as requested by the Boys & Girls Club in consultation with the Parks, Recreation and Cultural Arts Department. *(Recommend the Memorandum of Understanding between the City of Bloomington and the Boys & Girls Club of Bloomington-Normal for the Sale of Sunnyside Park in the amount of \$1.00 be approved, and the Mayor and City Clerk authorized to execute the Memorandum.) (Brief Overview by Tim Gleason, City Manager, Presentation by Jeffrey Jurgens, Corporation Counsel, 5 minutes, City Council discussion, 5 minutes.)*

Motion by Alderman Schmidt and seconded by Alderman Painter that the Memorandum of Understanding between the City of Bloomington and the Boys & Girls Club of Bloomington-Normal for the Sale of Sunnyside Park in the amount of \$1.00 be approved, and the Mayor and City Clerk authorized to execute the Memorandum.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 8B. Consideration of an Ordinance approving an Agreement between the City and Iceberg Development Group, LLC (JNB Bloomington, LP) providing for a Rental Assistance Program in support of the redevelopment of the former Bloomington High School building at 510 East Washington Street in the Downtown East Washington Street TIF District, as requested by the Community Development Department – Office of Economic Development. *(Recommend the Ordinance approving the Agreement between the City of Bloomington and JNB Bloomington, LP providing for a Rental Assistance Program for the former Bloomington High School/Washington Senior Apartments be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.) (Brief Overview by Tim Gleason, City Manager, Presentation by Bob Mahrt, Community Development Director, 5 minutes, City Council discussion, 5 minutes.)*

ORDINANCE NO. 2018 – 75

AN ORDINANCE APPROVING AN AGREEMENT BY AND BETWEEN THE
CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS AND JNB BLOOMINGTON, LP
PROVIDING FOR A RENTAL ASSISTANCE PROGRAM FOR THE FORMER BLOOMINGTON
HIGH SCHOOL / WASHINGTON SENIOR APARTMENTS
(510 East Washington Street)

Motion by Alderman Hauman and seconded by Alderman Schmidt that the Ordinance approving the Agreement between the City of Bloomington and JNB Bloomington, LP providing for a Rental Assistance Program for the former Bloomington High School/Washington Senior Apartments be approved, and 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 Painter, Mwilambwe, Buragas, Hauman, Sage, Black, Bray, and Schmidt.

Nays: Alderman Mathy.

Motion carried.

The following was presented:

Item 8C. Consideration of an Ordinance amending the Fiscal Year 2019 Budget, in the amount of \$59,526, and the Purchase of nine (9) Vehicles from Morrow Brothers Ford, Inc. of Greenfield, IL, using the State of Illinois Joint Purchase Contract, for a total amount of \$360,910, as requested by the Police Department. *(Recommend (1) the Ordinance amending the Fiscal Year 2019 Budget, in the amount of \$59,526, be approved and the Mayor and City Clerk authorized to execute the Ordinance; and (2) the Purchase of nine (9) 2019 AWD Utility Police Interceptor Vehicles from Morrow Brothers Ford, Inc. of Greenfield, IL, using the State of Illinois Joint Purchase Contract #18-416CMS-BOSS4-750 (exp. 3/14/19) for a total amount of \$360,910 be approved, and the Procurement Manager be authorized to issue a Purchase Order.) (Brief Overview by Tim Gleason, City Manager, City Council discussion, 5 minutes.)*

ORDINANCE NO. 2018 – 76

AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2019

Motion by Alderman Mathy and seconded by Alderman Black that (1) the Ordinance amending the Fiscal Year 2019 Budget, in the amount of \$59,526, be approved and the Mayor and City Clerk authorized to execute the Ordinance; and (2) the Purchase of nine (9) 2019 AWD Utility Police Interceptor Vehicles from Morrow Brothers Ford, Inc. of Greenfield, IL, using the State of Illinois Joint Purchase Contract #18-416CMS-BOSS4-750 (exp. 3/14/19) for a total amount of \$360,910 be approved, and the Procurement Manager be authorized to issue a Purchase Order.

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

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

Nays: None.

Motion carried.

Executive Session – Cite Section

- A. Claims Settlement – Section 2(c)(12) of 5 ILCS 120/2 (5 minutes)
- B. Review of Minutes – Section 2(c)(21) of 5 ILCS 120/2 (5 minutes)

Mayor Renner asked for a motion to enter into Executive Session.

Motioned by Alderman Schmidt second by Alderman Hauman to enter into a Closed Session Meeting for the purpose of per Section 2(c)(12) of 5 ILCS 120/2 and Section 2 (c) (21) of 5 ILCS 120.

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

Nays: None

Motion Carried.

Adjourn Closed Session

Mayor Renner asked for a motion to adjourn the Closed Session Meeting.

Motion by Alderman Mwilambwe seconded by Alderman Buragas to adjourn the Closed Session Meeting and return to Open Session.

Motion Carried (Viva Voce).

Return to Open Session

Mayor Renner asked for a motion to return to the Open Session Meeting.

Motion by Alderman Mwilambwe seconded by Alderman Buragas to return to the Open Session Meeting.

Motion Carried (Viva Voce).

Adjournment

Motion by Alderman Bray seconded by Alderman Schmidt adjourning the meeting. Meeting adjourned at 6:55 p.m.

Motion carried. (Viva Voce)

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk



CONSENT AGENDA ITEM: 7B

FOR COUNCIL: September 24, 2018

SUBJECT: Consideration of approving Bills, Payroll, Electronic Transfers, and Procurement Card Purchases in the amount of \$8,225,687.45.

RECOMMENDATION/MOTION: The Bills, Payroll, Electronic Transfers, and Procurement Card Purchases be allowed in the amount of \$8,225,687.45, 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 \$8,225,687.45 (Payroll total \$2,471,712.89, Accounts Payable total \$4,480,998.75, Electronic Transfers total \$1,155,202.23, and Procurement Card Purchases total \$117,773.58).

Respectfully submitted for Council consideration.

Prepared By: Frances Watts, Accounts Payable

Reviewed By: Scott Rathbun, Finance Director

Recommended By:

A handwritten signature in black ink, appearing to read "Tim Gleason", written over a horizontal line.

Tim Gleason
City Manager

Attachment:

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

CITY OF BLOOMINGTON FINANCE REPORT

Council of September 24, 2018

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
9/7/2018	\$ 227,070.85	\$ 78,461.28	\$ 305,532.13
9/13/2018	\$ 1,464,865.92	\$ 38,150.47	\$ 1,846,396.39
9/14/2018	\$ 228,581.05	\$ 79,240.95	\$ 307,822.00
9/10/2018-9/11/2018	\$ 10,042.47	\$ 1,919.90	\$ 11,962.37
Off Cycle Adjustments			
		PAYROLL GRAND TOTAL	\$ 2,471,712.89

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
9/24/2018	AP General	\$ 4,263,753.03
	AP JM Scott	
9/24/2018	AP Comm Devel	\$ 35,794.28
9/24/2018	AP IHDA	\$ 1,700.00
9/24/2018	AP Library	\$ 73,727.82
9/24/2018	AP MFT	\$ 26,026.11
9/12/2018-9/13/2018	Out of Cycle	\$ 79,997.51
7/30/2018-8/31/2018	AP Bank Transfers	\$ 1,155,202.23
	AP GRAND TOTAL	\$ 5,636,200.98

PCARDS

Date Range	Total
8/1/2018-8/31/2018	\$ 117,773.58
PCARD GRAND TOTAL	\$ 117,773.58

TOTAL	\$ 8,225,687.45
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Respectfully,

F. Scott Rathbun
Finance Director



CONSENT AGENDA ITEM NO. 7C

FOR COUNCIL: September 24, 2018

SPONSORING DEPARTMENT: Bloomington Public Library

SUBJECT: Ratification of the Collective Bargaining Agreement with AFSCME Local 699, who represent workers at the Bloomington Public Library, as requested by the Bloomington Public Library.

RECOMMENDATION/MOTION: The Ratification of the Collective Bargaining Agreement with AFSCME Local 699, who represent workers at the Bloomington Public Library, be approved.

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

STRATEGIC PLAN SIGNIFICANCE:

Objective: d. City services delivery in the most cost-effective, efficient manner.
 e. Partnering with others for the most cost-effective service delivery.

BACKGROUND: On February 12, 2018, AFSCME Local 699, the Bloomington Public Library Board, and City of Bloomington Council ratified a collective bargaining agreement (located at www.cityblm.org under Human Resources in a folder titled Labor Contracts) to cover the period of May 1, 2017 – April 30, 2019. This collective bargaining agreement included the agreement to re-open the contract to discuss wages, effective May 1, 2018 and Article 14, Group Insurance.

On July 19, 2018, Local 699 and Library staff began negotiating the terms of the re-opener. The parties were able to reach Tentative Agreements on the issues detailed below. The Union ratified the Tentative Agreements on September 6th and the Library Board approved the Tentative Agreements on September 18th.

Wages

General wage increases with retroactive pay as follows:

5/1/18 2%

New starting base wages with retroactive pay as follows:

Custodian - \$15.50 for full-time employees, part-time employees at 85% of full-time rate

Librarian - \$25.28 for full-time employees, part-time employees at 85% of full-time rate

\$200 signing bonus

Group Insurance

The following changes were made to insurance, effective 1/1/19:

- The PPO Benefit Plan deductible will be \$600 individual/\$1200 family.
- The PPO Benefit Plan Hospital Emergency Care will be 80% after current copay (\$250), waived if admitted.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Library Board, City Council and Local 699 union and employees.

FINANCIAL IMPACT:

The financial impact of the tentative agreements includes:

- Estimated additional labor cost of the wage increase of 2% for FY19 (excluding the Custodian and Librarian classifications) is approximately \$14,905 excluding roll-up costs.
- Estimated additional labor cost of the base wage increases for the Custodian positions for FY19 is approximately \$4,004 excluding roll-up costs.
- Estimated additional labor cost of the base wage increases for the Librarian positions for FY19 is approximately \$16,085 excluding roll-up costs.
- Total cost for a one-time signing bonus is \$12,600.
- Group Health Insurance potential savings of approximately \$7,496 for FY19 premium decreases due to health insurance plan changes.

The wage increase was included in the FY2019 Budget. It is anticipated that vacancies, hiring new employees at lower wage rates, and reductions/savings in other categories will cover the other unbudgeted increases. Stakeholders can locate information on the Library in the FY2019 Adopted Budget Book titled “Other Funds & Capital Improvement”, starting on page 30.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Jeanne Hamilton, Library Director

Finance & Budgetary Review By: Scott Rathbun, Finance Director

Water/Community Dev. Review By: Bob Mahrt, Community Development Director

Legal Review By: Lisa Callaway, Engler Callaway Baasten and Sraga, LLC

Recommended by:



Tim Gleason
City Manager

Attachments:

- Appendix E to the Local 699 Library Contract, May 1, 2017 – April 30, 2019 – Reopener Negotiations
- Appendix F - Wage Table May 1, 2018 – April 30, 2019

APPENDIX "E" – REOPENER NEGOTIATIONS

As agreed in the contract ratified on February 12, 2018, the agreement was re-opened to discuss wages, effective May 1, 2018 and Article 14, Group Insurance. The following is agreed to by AFSCME 699 and BLOOMINGTON PUBLIC LIBRARY on this day, MONTH DAY, 2018:

Healthcare

PPO Benefit Plan

Deductible –

Calendar Year 2019 - \$600 individual/\$1200 family

Hospital Emergency Care –

80% after current copay (\$250), waived if admitted

The rest of the plan status quo

HMO Benefit Plan

Current plan design through 12/31/19

Wages

Year 1 – 2% retroactive to 5/1/18 (for employees on payroll upon ratification by Union/Library Board/
Council)

New starting base wages*:

Custodian - \$15.50 for full-time employees, part-time employees at 85% of full time rate, retroactive to 5/1/18 (for employees on payroll upon ratification by Union/Library Board/Council)

Librarian - \$25.28 for full-time employees, part-time employees at 85% of full time rate, retroactive to 5/1/18 (for employees on payroll upon ratification by Union/Library Board/Council)

*All in - no 2% wage increase in addition to hourly rate

APPENDIX "F" – WAGE TABLE

MAY 1, 2018 – APRIL 30, 2019

LIBRARY WORKERS – AFSCME LOCAL 699

SALARY AND WAGE SCALE

		5 YR	10 YR	15 YR	20 YR	25 YR	30 YR
Position	Base	5%	7%	9%	11%	13%	15%
Full-Time							
Lib Asst	15.20	15.96	16.26	16.57	16.87	17.18	17.48
Cust	15.50	16.28	16.59	16.90	17.21	17.52	17.83
LTA	17.80	18.69	19.05	19.40	19.76	20.11	20.47
Lib Assoc	19.85	20.84	21.24	21.64	22.03	22.43	22.83
Libn	25.28	26.54	27.05	27.56	28.06	28.57	29.07
Part-Time							
Shelver	10.46	10.98	11.19	11.40	11.61	11.82	12.03
Lib Asst	11.52	12.10	12.33	12.56	12.79	13.02	13.25
Cust	13.18	13.84	14.10	14.37	14.63	14.89	15.16
LTA	15.12	15.88	16.18	16.48	16.78	17.09	17.39
Lib Assoc	16.63	17.46	17.79	18.13	18.46	18.79	19.12
Libn	21.49	22.56	22.99	23.42	23.85	24.28	24.71



CONSENT AGENDA ITEM NO. 7D

FOR COUNCIL: September 24, 2018

SPONSORING DEPARTMENT: Public Works, Water

SUBJECT: Consideration of a Professional Services Contract with Clark Dietz, Inc. for Professional Engineering Services related to Locust Colton CSO Elimination and Water Main Replacement Phase 2, not to exceed the amount of \$136,700, as requested by the Public Works Department and Water Department.

RECOMMENDATION/MOTION: The Professional Services Contract with Clark Dietz, Inc. for Professional Engineering Services related to Locust Colton CSO Elimination and Water Main Replacement Phase 2, not to exceed the amount of \$136,700, be approved, and the City Manager and City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 2c. Functional, well maintained sewer collection system; Objective 4d. Improved neighborhood infrastructure; Objective 5a. Well-planned City with necessary services and infrastructure; Objective 5b. City decisions consistent with plans and policies.

BACKGROUND: The Public Works and Water Departments are recommending the approval of a Professional Services Contract with Clark Dietz, Inc. for Professional Engineering Services related to Locust Colton CSO Elimination and Water Main Replacement Phase 2, in an amount not to exceed \$136,700. This contract will allow the City to continue the project to eliminate Combined Sewer Overflow (CSO) at Locust Street and Colton Avenue by separating sanitary sewer flow from storm water flow, as required by the Illinois Environmental Protection Agency (IEPA). The City's IEPA CSO Permit requires the City to continue to make progress toward elimination of CSO.

At the City of Bloomington Council Meeting on June 10, 2013, Council approved a Professional Services Contract with Clark Dietz in the amount of \$285,355 for the Engineering Design of Phase 2 Locust Colton CSO Elimination and Water Main Replacement. Council approved an additional \$13,188.50 on October 27, 2014 to allow Clark Dietz, Inc. to expand the design work to include additional sewer and alley drainage improvements. The contractor completed the plans to ninety percent; however, the City suspended the project in late 2014 due to lack of Storm Water Construction Funds to repay proposed IEPA Construction Loan Funding.

With the recent sewer and storm water rate increases, revenues have improved, and the City is now able to continue the project to construction. Clark Dietz, Inc. will update and complete

design plans and provide assistance through the bidding process and also navigate the IEPA application process to become loan fund eligible. The payments are proposed from the following departments:

Department	Account	Phase 2 Plan IEPA Loan		Total
		Design	Application	
Water Trans & Dist - Arch & Eng. Services	50100120-70051	\$45,400	\$19,430	\$64,830
Sewer Operations - Arch & Eng. Services	51101100-70051	\$25,400	\$10,535	\$35,935
Storm Water - Arch & Eng. Services	53103100-70051	\$25,400	\$10,535	\$35,935
		\$96,200	\$40,500	\$136,700

In October of 2005, utilizing the Quality Based Selection (QBS) process, the City selected Clark Dietz, Inc. (CDI) to perform a design study evaluation to determine the most effective method for eliminating combined sewer overflows (CSO) near the intersection of Locust Street and Colton Avenue. Council approved that design study contract with CDI on December 12, 2005 and the study was completed in October of 2007. The study identified a multi-phased construction plan to work toward CSO elimination. At the Council meeting of October 22, 2007 Council approved a contract with CDI to provide professional engineering services to develop plans to bid work for Phase 1 construction of that CSO elimination project. It is now requested to continue to utilize CDI for the completion of Phase 2 construction plan engineering based on the previous QBS process, their experience with previous study, their experience with Phase 1 design and construction work, their initial work on these Phase 2 plans, and also their selection under RFQ 2016-04 as a pre-qualified Engineering firm.

After completion of Phase 2 design and then construction in 2019-2020, there will be an additional 5 phases to complete the Locust Colton CSO elimination work. The IEPA CSO Permit requires the City to complete an additional phase every two years.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: A public meeting will be held as part of the IEPA loan application process.

FINANCIAL IMPACT: If approved, a budget transfer will be processed to move funds for the Sewer and Storm Water portions of the funding requested. A budget transfer from the Sanitary Sewer-Engineering Services (51101100-70050) in the amount of \$5,935 and a transfer from the Sanitary Sewer-Land account (51101100-72510) in the amount of \$10,000 will be transferred into the Sanitary Sewer-Architectural & Engineering Services for Capital account (51101100-70051). A budget transfer from the Storm Water-Engineering Services (53101100-70050) in the amount of \$5,935 and a transfer from the Storm Water-Land account (53101100-72510) in the amount of \$10,000 will be transferred into the Storm Water -Architectural & Engineering Services for Capital account (51101100-70051). For Water, \$20,000 is budgeted under Water Transmission & Distribution-Architectural & Engineering Services for Capital account (50100120-70051). The remaining portion will come from the following budgeted items: \$29,000 from 50100120-70051 that was designated for the Multi-Year Leak Detection Water Loss Prevention project. The Leak Detection project has been completed for a contract price of \$21,000. The budgeted amount for this project was \$50,000. Savings were realized due to a competitive RFP environment. In addition, \$15,830 from 50100110-70051 that is designated for the Multi-Year Outside Consultant Civil Engineering Services project will be transferred to

move this amount to the 50100120-70051 account. To date, \$332,000 of this project has been encumbered. It is not anticipated that the entire balance of the budget amount (\$594,400) for the project will be encumbered yet this fiscal year. Stakeholders can locate this project in the FY 2019 Budget Book titled "Other Funds and Capital Improvement." The page numbers follow the specific accounts listed below:

Water Transmission & Dist.- Arch & Eng. Services (50100120-70051)	pages 122, 244, 280, 291
Sewer Operations- Arch & Eng. Services (51101100-70051)	pages 141, 244, 314, 319
Storm Water Operations- Arch & Eng. Services (53103100-70051)	pages 149, 244, 324, 325

COMMUNITY DEVELOPMENT IMPACT: The Utilities chapter of the City's Comprehensive Plan 2035 (Adopted August 24, 2015) addresses Locust Colton CSO Elimination and Water Main Replacement Phase 2:

UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment.

UEW-1.7 Reliable and efficient collections systems (sanitary sewer, combined sewer, and storm sewer systems) to protect public health, safety and the environment.

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

Respectfully submitted for Council consideration.

Prepared By: Greg Kallevig, PE, CFM, Civil Engineer II
Michael Hill, Miscellaneous Technical Assistant

Reviewed By: Jim Karch, P.E., MPA, Director of Public Works
Bob Yehl, P.E., Director of Water

Finance & Budgetary Review By: Chris Tomerlin, Budget Analyst
Scott Rathbun, Finance Director

Water/Community Dev. Review By: Bob Mahrt, Community Development Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:


Tim Gleason, City Manager

Attachments:

- Contract
- Map

PROFESSIONAL SERVICES AGREEMENT

Project Name (“Project”)

Locust Colton Phase 2 CSO Elimination & Water Main Improvements and IEPA Coordination

This Agreement is by and between

City of Bloomington (“Client”)

115 East Washington Street
P.O. Box 3157
Bloomington, IL 61702-3157

and

Clark Dietz, Inc. (“Clark Dietz”)

125 West Church Street
Champaign, IL 61820

Who agree as follows:

Client hereby engages Clark Dietz to perform the services set forth in Part I - Services and Clark Dietz agrees to perform the Services for the compensation set forth in Part III - Compensation. Clark Dietz shall be authorized to commence the Services upon execution of this Agreement and written or verbal authorization to proceed from Client. Client and Clark Dietz agree that this signature page, together with Parts I – V and attachments referred to therein, constitute the entire Agreement between them relating to the Project.

Agreed to by Client

Agreed to by Clark Dietz

By: _____

By: Sean M. Widener

Title: City Manager

Title: Vice President

Date: 09/25/2018

Date: 8/28/2018

PART I
SERVICES BY CLARK DIETZ

A. Project Description

The Locust Colton Phase 2 CSO Elimination and Water Main Improvements include the design of storm and sanitary sewers for the second phase of the Locust Colton CSO Elimination Study (Clark Dietz, 2007) and water mains within the same general area. The area is bounded by Washington Street on the north, Grove Street on the south, Moore Street on the west, and Mercer Avenue on the east. An alternate bid for sewer lining west of Moore Street is also included.

IEPA coordination is included to obtain loan funding for the second phase of the project and beyond. A public information meeting is included for the Phase 2 improvements as part of the IEPA loan requirements.

B. Scope

A detailed project scope is included in Exhibit A. The project scope is summarized below.

1. FINAL DESIGN PHASE

This work includes updating the plans, specifications, and estimates to include current Client, IEPA, and IDOT information. Coordination is included to obtain IEPA loan funding for Phase 2 and beyond. A public information meeting is also included.

2. BIDDING PHASE

This work includes bidding assistance and preconstruction meeting attendance. Online plan distribution will be performed by Client.

3. CONSTRUCTION PHASE

Shop drawing review and construction support are not included in the scope of work.

C. Schedule

The bidding documents will be completed for a January 2019 letting, with construction to begin in the spring of 2019.

D. Assumptions/Conditions

This agreement is subject to the following assumptions/conditions:

1. This Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois.

2. This Agreement does not include the preparation of right-of-way or temporary construction easement drawings, descriptions, or negotiation/acquisition services.

3. This Agreement does not include the preparation of assessment roles or schedules.

4. This Agreement does not include geotechnical investigations.

5. Local permits for this project (street cuts, utility relocations, etc.) will be obtained by Client with information provided by Clark Dietz. All permit fees will be paid by Client.

6. State permits for this project will be obtained by Client with information provided by Clark Dietz. All permit fees will be paid by Client.
7. No Federal permits are anticipated for this project.
8. This Agreement does not include contaminated site Phase I or Phase II environmental assessment investigations or remediation activities.
9. This Agreement does not include cultural, historic, archeological, or wetland assessment investigations or remediation activities.

E. Electronic Data Format

1. Clark Dietz will submit Drawings for this project to Client in printed format on paper and electronically in Adobe© Portable Document Format (PDF).
2. Client will provide the following information to Clark Dietz in electronic format for use by Clark Dietz on this project:
 - a. CADD files of record or design drawings of the existing facilities. Client warrants that the files will be readable by commonly available IBM PC based computer hardware using the current operating system and the current version of AutoCAD or MicroStation. If the files do not comply with this provision, Client agrees to issue a modification to cover Clark Dietz' additional costs associated with making such electronic files fit for the purpose intended.
 - b. GIS Files which contain sanitary/storm sewers, water main, street centerlines, cadastral property lines, zoning, soils, rights of way, easements, and the latest available aerial photography. If these files are available, the electronic files will be produced by City of Bloomington. Client warrants that the files will be compatible with the current ESRI-based GIS software (ArcGIS, ArcMAP, ArcVIEW).
3. Clark Dietz will produce the Design Drawings for this project in AutoCAD Version 2012 or MicroStation Version v8i on IBM PC compatible computers with the Windows XP operating system. Clark Dietz makes no representation as to the compatibility of the files beyond the specified release of the above-stated software. Clark Dietz will provide model files in CADD format if requested by Client. Clark Dietz will not provide sheet files in CADD format. Clark Dietz will not provide preliminary or intermediate phase documents in electronic format and will not provide electronic files to third parties, such as contractors or other consultants.
 - a. CADD files will be developed using current Clark Dietz standards for layering, line types, text styles, colors, etc.
 - b. Client is aware that differences may exist between electronic files delivered and printed hard-copy documents. At the time of the delivery of the electronic files, Clark Dietz will deliver one set of hard-copy documents. In the event of conflict between the electronic and hard-copy version of the documents, the hard-copy version shall govern. Client also understands the complexity associated with printing electronic files on various printing equipment. The electronic files provided by Clark Dietz are created for printing on specific equipment utilized by Clark Dietz. Clark Dietz cannot assure that Client will be able to properly print the documents on other equipment.

- c. Electronic files delivered by Clark Dietz will be delivered on compact disc in a format readable by commonly available IBM PC based computer hardware using the current operating system at the time of delivery of electronic files.

F. IEPA Loan Program Contract Requirements

1. Audit and Access to Records

- a. Books, records, documents and other evidence directly pertinent to performance of the Public Water Supply Loan Program loan work under this agreement will be maintained in accordance with Generally Accepted Accounting Principles. The IEPA or any of its authorized representatives will have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities will be provided for access and inspection.
- b. Audits conducted pursuant to this provision will be in accordance with auditing standards generally accepted in the United States of America.
- c. All information and reports resulting from access to records pursuant to Item a above will be disclosed to the IEPA. The auditing agency shall afford Clark Dietz an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.
- d. Records under Item a will be maintained and made available during performance of the project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.
- e. Clark Dietz will not pay audit fees or expenses.

2. Covenant Against Contingent Fees

- a. Clark Dietz warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or a contingent fee, excepting bona fide employees. For breach or violation of this warranty, Client shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

3. Certification Regarding Debarment, Suspension and Other Responsibility Matters

- a. Clark Dietz certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of

fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. Clark Dietz understands that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to \$10,000 or imprisonment for up to 5 years, or both.

4. Non-Discrimination

- a. Clark Dietz will not discriminate on the basis of race, color, national origin or sex in the performance of this contract. Clark Dietz will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by Clark Dietz to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

PART II
CLIENT'S RESPONSIBILITIES

Client shall, at its expense, do the following in a timely manner so as not to delay the services:

A. Information/Reports

Provide Clark Dietz with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Clark Dietz may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's requirements and make decisions with respect to the Services. The Client representative for this Agreement will be Greg Kallevig, PE, CFM.

C. Decisions

Provide all criteria and full information as to Client's requirements for the Services and make timely decisions on matters relating to the Services.

D. Other

Provide Clark Dietz with any available construction plans for utilities, streets, subdivisions, and drainage facilities that may be pertinent to the project, including available GIS data.

Perform advertisement for bids and online plan distribution.

Perform advertisement and distribution of notice for public information meeting.

PART III COMPENSATION

A. Compensation

1. Compensation to Clark Dietz for services rendered by employees working on the Project in accordance with PART I, SERVICES of this Agreement will be at the hourly billing rates shown in the attachment, "Schedule of General Billing Rates". The total compensation authorized by this Agreement will not exceed \$136,700 and shall include the following:
 - a. Payment for outside consulting and/or professional services performed by a subconsultant will be at actual invoice cost to Clark Dietz. Clark Dietz will obtain written Client approval before authorizing these services.
 - b. Payment for expenses incurred directly on behalf of the Project at actual cost to Clark Dietz. Direct project expenses will be as defined in the attachment, "Schedule of Project Related Expenses".

B. Billing and Payment

1. Timing/Format
 - a. Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within 30 calendar days of the date of the invoice. Such invoices shall be prepared in a form supported by documentation as Client may reasonably require.
 - b. If payment in full is not received by Clark Dietz within 30 calendar days of the date of invoice, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the date of the invoice.
 - c. If the Client fails to make payments within 30 calendar days of the date of invoice or otherwise is in breach of this Agreement, Clark Dietz may suspend performance of services upon seven (7) calendar days' notice to the Client. Clark Dietz shall have no liability whatsoever to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, Clark Dietz shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Clark Dietz to resume performance.
2. Billing Records
 - a. Clark Dietz shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

PART IV EQUAL EMPLOYMENT OPPORTUNITY

In the event of Clark Dietz's (hereinafter referred to as the "Consultant") non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporation, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Consultant agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship, status, age, physical or mental disability unrelated to ability, military status, order of protection status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age physical or mental disability unrelated to ability, military status, order of protection status, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Consultant's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Consultant in its efforts to comply with such Act and Rules, the Consultant will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit records as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.
7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of this contract obligations are undertaken or assumed so that such provisions will be binding upon such subconsultant. In the same manner as with other provisions of this contract, the Consultant will be liable for compliance with applicable provisions of this clause by such subconsultants; and further it will promptly notify the contracting agency and the Department in the event any subconsultant fails or refuses to comply therewith. In addition, the Consultant will not utilize any subconsultant declared by the Illinois Human Rights Commission to be ineligible for contracts with the State of Illinois or any of its political subdivisions or municipal corporations.

PART V
STANDARD TERMS AND CONDITIONS
Page 1 of 2

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied is provided, including warranties or guarantees contained in any uniform commercial code.
2. **CHANGE OF SCOPE.** The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Clark Dietz and Client. Clark Dietz will promptly notify Client of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.
3. **DELAYS.** If events beyond the control of Clark Dietz, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay exceeds 90 days, Clark Dietz shall be entitled to an equitable adjustment in compensation and extension of time.
4. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. Client shall pay Clark Dietz for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. In addition, the prevailing party shall be entitled to reimbursement of reasonable attorney's fees and court costs.
5. **REUSE OF INSTRUMENTS OF SERVICE.** All reports, drawings, specifications, computer data, field data notes and other documents prepared by Clark Dietz as instruments of service shall remain the property of Clark Dietz. Clark Dietz shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse of any instruments of service including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written authorization or adaptation by Clark Dietz for the specific purpose intended, shall be at Client's sole risk.
6. **ELECTRONIC MEDIA.** Electronic files furnished by either party shall be subject to an acceptance period of 30 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. In the event of a conflict between the signed construction documents prepared by Clark Dietz and electronic files, the signed or sealed hard-copy construction documents shall govern. Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by Clark Dietz and Clark Dietz makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Clark Dietz be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.
7. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by Clark Dietz is supplied for the general guidance of the Client only. Since Clark Dietz has no control over competitive bidding or market conditions, Clark Dietz cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.
8. **SAFETY.** Clark Dietz specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Clark Dietz employees.
9. **RELATIONSHIP WITH CONTRACTORS.** Clark Dietz shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors. Clark Dietz specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.
10. **THIRD PARTY CLAIMS:** This Agreement does not create any right or benefit for parties other than Clark Dietz and Client.
11. **MODIFICATION.** This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.
12. **PROPRIETARY INFORMATION.** Information relating to the Project, unless in the public domain, shall be kept confidential by Clark Dietz and shall not be made available to third parties without written consent of Client, unless so required by court order.
13. **INSURANCE.** Clark Dietz will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with legal, and Clark Dietz business requirements. Certificates evidencing such coverage will be provided to Client upon request. For projects involving construction, Client agrees to require its construction contractor, if any, to include Clark Dietz as an additional insured on its commercial general liability policy relating to the Project, and such coverages shall be primary.
14. **INDEMNITIES.** Clark Dietz agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees against all damages, liabilities or costs, to the extent caused by Clark Dietz' negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Clark Dietz is legally liable.

PART V
STANDARD TERMS AND CONDITIONS
Page 2 of 2

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Clark Dietz, its officers, directors, employees and subconsultants against all damages, liabilities or costs, to the extent caused by the Client's negligent acts in connection with the Project and that of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor Clark Dietz shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

15. **LIMITATIONS OF LIABILITY.** No employee or agent of Clark Dietz shall have individual liability to Client. Client agrees that, to the fullest extent permitted by law, Clark Dietz' total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, Clark Dietz' negligence, error, omissions, strict liability, or breach of contract shall not exceed the total compensation received by Clark Dietz under this Agreement or:

- If the Clark Dietz fee is less than \$1,000,000, the liability shall not exceed the greater of \$100,000 or the total compensation received by Clark Dietz, or
- If the Clark Dietz fee is equal to or more than \$1,000,000, the liability shall be limited to the applicable insurance coverage at the time of settlement or judgment.

16. **ACCESS.** Client shall provide Clark Dietz safe access to the project site necessary for the performance of the services.

17. **ASSIGNMENT.** The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.

18. **HAZARDOUS MATERIALS.** Clark Dietz and Clark Dietz' consultants shall have no responsibility for discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If required by law, the client shall accomplish all necessary inspections and testing to determine the type and extent, if any, of hazardous materials at the project site. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the Client to advise Clark Dietz (in writing) of any known or suspected hazardous materials. Removal and proper disposal of all hazardous materials shall be the responsibility of the Client.

19. **REMODELING AND RENOVATION.** For Clark Dietz' services provided to assist the Client in making changes to an existing facility, the Client shall furnish documentation and information upon which Clark Dietz may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by the Client, Clark Dietz shall not be required to perform or have others perform destructive testing or to investigate concealed or unknown conditions. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants, and their employees from and against claims, damages, losses and expenses which arise as a result of documentation and information furnished by the Client.

20. **CLIENT'S CONSULTANTS.** Contracts between the Client and other consultants retained by Client for the Project shall require the consultants to coordinate their drawings and other instruments of service with those of Clark Dietz and to advise Clark Dietz of any potential conflict. Clark Dietz shall have no responsibility for the components of the project designed by the Client's consultants. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants and their employees from and against claims, damages, losses and expenses arising out of services performed for this project by other consultants of the Client.

21. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

22. **SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

23. **STATUTE OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project Completion.

24. **DISPUTE RESOLUTION.** In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, Clark Dietz and the Client agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties. Third, if the dispute or any issues remain unresolved after the above steps, the parties agree to attempt resolution by submitting the matter to voluntary nonbinding arbitration in accordance with rules and procedures to be agreed upon by the parties.

25. **COMPLIANCE WITH FOIA REQUIREMENTS.** Clark Dietz agrees to furnish all records related to this Agreement and any documentation related to Client required under an Illinois Freedom of Information Act (ILCS 140/1 et. Seq.) ("FOIA") request within five (5) business days after Client issues notice of such a request to Clark Dietz.

SCHEDULE OF GENERAL BILLING RATES

CLARK DIETZ, INC.

January 1, 2018

<u>TITLE</u>	<u>HOURLY RATE</u>
Principal	\$240.00
Engineer 8	220.00
Engineer 7	200.00
Engineer 6	190.00
Engineer 5	170.00
Engineer 4	150.00
Engineer 3	135.00
Engineer 2	120.00
Engineer 1	110.00
Technician 6	170.00
Technician 5	145.00
Technician 4	135.00
Technician 3	115.00
Technician 2	95.00
Technician 1	90.00
Clerical	85.00

Notes:

The rates in this schedule will be reviewed and adjusted as necessary but not sooner than six months after the date listed above. Rates include actual salaries or wages paid to employees of Clark Dietz plus payroll taxes, FICA, Worker's Compensation insurance, other customary and mandatory benefits, and overhead and profit. All project related expenses and subconsultants will be billed at 110% of actual cost to cover handling and administrative expenses.

SCHEDULE OF PROJECT RELATED EXPENSES

CLARK DIETZ INC.

January 1, 2018

Vehicles	
Autos	\$0.545/mile
Field Vehicles	\$60.00/day or \$0.545/mile (per agreement)
Survey Van	\$80.00/day or \$0.75/mile (per agreement)
Robotic Survey Equipment	\$20.00/hour
GPS Survey Equipment	\$30.00/hour
Nuclear Soils Compaction Gauge	\$50.00/day
CADD Usage	\$20.00/hour
Drone Usage	\$35.00/hour
Regular Format Copies* (8.5"x11" or 11"x17")	\$0.10/copy
Color Copies* (8.5"x11")	\$0.50/copy
Color Copies* (11"x17")	\$1.50/copy
Large Format Plotting and/or Copying*	
(12"x18")	\$0.50/sheet
(22"x34" or 24"x36")	\$1.75/sheet
(30"x42")	\$2.50/sheet
(36"x48")	\$3.00/sheet
Large Format Scanning*	
(12"x18")	\$.30/sheet
(22"x34" or 24"x36")	\$1.00/sheet
(30"x42")	\$1.50/sheet
(36"x48")	\$2.00/sheet
Hotels & Motels	} At Cost
Meals	
Federal Express & UPS	
Public Transportation	
Film and Development	
Supplies	

Notes:

The rates in this schedule are subject to review and will be adjusted as necessary, but not sooner than six months after the date listed above. Certain rates listed with * are for in-house production. Larger quantities will be sent to an outside vendor. All project related expenses and subconsultants will be billed at 110% of actual costs to cover handling and administrative expenses.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/27/2018

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

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

PRODUCER Holmes Murphy and Associates - Peoria 311 S.W. Water Street Suite 211 Peoria, IL 61602-4108	1-800-527-9049	CONTACT NAME: Linda Bomarito/Traci Stoecker PHONE (A/C No. Ext): 800-527-9049 E-MAIL ADDRESS: tstoecker@holmesmurphy.com	FAX (A/C, No):
INSURED Clark Dietz, Inc. 125 West Church Street Champaign, IL 61820		INSURER(S) AFFORDING COVERAGE	
		INSURER A: TWIN CITY FIRE INS CO CO	NAIC # 29459
		INSURER B: HARTFORD ACCIDENT & IND CO	22357
		INSURER C: SENTINEL INS CO LTD	11000
		INSURER D: XL SPECIALTY INS CO	37885
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 53713049

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			83SBWAA1964	11/01/17	11/01/18	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			83UEGZV4783	11/01/17	11/01/18	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			83SBWAA1964	11/01/17	11/01/18	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	83WEGA6ZXX	11/01/17	11/01/18	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability (Claims Made)			DPR9922269	03/01/18	03/01/19	Each Claim 5,000,000 Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project:Locust-Colton Phase 2 CSO Elimination & Water Main Improvements and IEPA Coordination
The City of Bloomington is named as an additional insured as it pertains to the General Liability and Automobile Liability insurance policies.

CERTIFICATE HOLDER

City of Bloomington

115 E. Washington Street

Bloomington, IL 61702-3157

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Traci Stoecker

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ACORD 25 (2016/03)

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ar064004
53713049

Proposal for Engineering Services
Locust St. CSO Elimination & Water Main Improvements Phase 2 and IEPA Coordination
City of Bloomington
Opp. No. 130065
Proj. No. B0110123

Combined Summary of Services

	TOTAL	PERCENT OF TOTAL
CSO ELIMINATION IMPROVEMENTS		
Complete Phase 2 Bid Documents	\$50,800.00	37.16%
IEPA Coordination & Phase 2 Public Meeting	\$21,070.00	15.41%
CSO ELIMINATION IMPROVEMENTS TOTAL	\$71,870.00	52.57%
WATER MAIN IMPROVEMENTS		
Complete Phase 2 Bid Documents	\$45,400.00	33.21%
IEPA Coordination & Phase 2 Public Meeting	\$19,430.00	14.21%
WATER MAIN IMPROVEMENTS TOTAL	\$64,830.00	47.43%
PROJECT GRAND TOTALS		
Complete Phase 2 Bid Documents	\$96,200.00	70.37%
IEPA Coordination & Phase 2 Public Meeting	\$40,500.00	29.63%
GRAND TOTAL	\$136,700.00	100.00%

Proposal for Engineering Services
 Locust St. CSO Elimination & Water Main Improvements Phase 2
 City of Bloomington
 Opp. No. 130065
 Proj. No. B0110123

Clark Dietz, Inc
 Cost Estimate of Consultant Services

CSO Elimination Improvements Only
Summary of Services

	LABOR HOURS	SALARY	EXPENSES	OUTSIDE SERVICES	TOTAL	PERCENT OF TOTAL
Part 2. Final Design and Construction Contract Documents.	318	\$48,330.00	\$2,470.00	\$0.00	\$50,800.00	100.00%
GRAND TOTAL	318	\$48,330.00	\$2,470.00	\$0.00	\$50,800.00	100.00%

Part 2 Final Design and Construction Contract Documents

Project Element	LABOR HOURS	SALARY	EXPENSES	OUTSIDE SERVICES	TOTAL	PERCENT OF TOTAL
A. DEVELOP PROJECT BASE SHEETS (PLOT)	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
B. TYPICAL SECTION & H/V ALIGNMENT STUDIES (ALGN)	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
C. DRAINAGE DESIGN (DRNG)	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
D. PAVEMENT DESIGN STUDIES (PVMT)	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E. ROADWAY LIGHTING STUDY (RWL)	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
F. SEWER PIPE TELEVISIONING REVIEW (SWR)	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
G. UTILITY LOCATIONS/CONFLICTS/MITIGATION (UTIL)	24	\$3,680.00	\$400.00	\$0.00	\$4,080.00	8.03%
H. PLANS (PLAN)	144	\$21,600.00	\$1,445.00	\$0.00	\$23,045.00	45.36%
I. ESTIMATES (EST)	36	\$5,360.00	\$15.00	\$0.00	\$5,375.00	10.58%
J. SPECIAL PROVISIONS/PROPOSAL BOOKLET (SPEC)	62	\$9,470.00	\$100.00	\$0.00	\$9,570.00	18.84%
K. BIDDING ASSISTANCE (BID)	28	\$4,370.00	\$380.00	\$0.00	\$4,750.00	9.35%
L. PROJECT COORDINATION & MANAGEMENT (ADMN)	10	\$1,780.00	\$65.00	\$0.00	\$1,845.00	3.63%
SUBTOTAL ITEMS A THRU L - BASIC DESIGN PHASE SERVICES	304	\$46,260.00	\$2,405.00	\$0.00	\$48,665.00	95.80%
M. PERMIT APPLICATIONS (PRMT)	12	\$1,770.00	\$45.00	\$0.00	\$1,815.00	3.57%
N. ENVIRONMENTAL CLEARANCES (ENVR)	2	\$300.00	\$20.00	\$0.00	\$320.00	0.63%
O. IEPA COORDINATION & LOAN (IEPA)	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
P. PUBLIC INFORMATION MEETINGS (PIM)	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Q. CONSTRUCTION PHASE SERVICES (CON)	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
SUBTOTAL ITEMS M THRU Q - SUPPLEMENTAL DESIGN PHASE SERVICES	14	\$2,070.00	\$65.00	\$0.00	\$2,135.00	4.20%
GRAND TOTAL ITEMS A THRU Q	318	\$48,330.00	\$2,470.00	\$0.00	\$50,800.00	100%

Part 2 Final Design and Construction Contract Documents

Project Element	Project Director \$190.00	Project Manager \$170.00	Water/Sewer Engineer \$150.00	Roadway Engineer \$150.00	In-House Manager \$135.00	Design Tech \$135.00	Survey Tech \$135.00	Clerk/Typist \$85.00	Total Hours	Total Salary
A. DEVELOP PROJECT BASE SHEETS (PLOT)										
									0	\$0.00
Total Hours Section A.	0	0	0	0	0	0	0	0	0	
Total Salaries Section A.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Average Salary Section A.										\$0.00
B. TYPICAL SECTION & H/V ALIGNMENT STUDIES (ALGN)										
									0	\$0.00
Total Hours Section B.	0	0	0	0	0	0	0	0	0	
Total Salaries Section B.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Average Salary Section B.										\$0.00
C. DRAINAGE DESIGN (DRNG)										
									0	\$0.00
Total Hours Section C.	0	0	0	0	0	0	0	0	0	
Total Salaries Section C.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Average Salary Section C.										\$0.00
D. PAVEMENT DESIGN STUDIES (PVMT)										
									0	\$0.00
Total Hours Section D.	0	0	0	0	0	0	0	0	0	
Total Salaries Section D.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Average Salary Section D.										\$0.00
E. ROADWAY LIGHTING STUDY (RWL)										
									0	\$0.00
Total Hours Section E.	0	0	0	0	0	0	0	0	0	
Total Salaries Section E.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Average Salary Section E.										\$0.00
F. SEWER PIPE TELEVISION REVIEW (SWR)										
									0	\$0.00
Total Hours Section F.	0	0	0	0	0	0	0	0	0	
Total Salaries Section F.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Average Salary Section F.										\$0.00

Part 2 Final Design and Construction Contract Documents

Project Element	Project Director \$190.00	Project Manager \$170.00	Water/Sewer Engineer \$150.00	Roadway Engineer \$150.00	In-House Manager \$135.00	Design Tech \$135.00	Survey Tech \$135.00	Clerk/Typist \$85.00	Total Hours	Total Salary
G. UTILITY LOCATIONS/CONFLICTS/MITIGATION (UTIL)										
1. Update design locate. Obtain additional utility maps.						2			2	\$300.00
2. Update drawings with new utility information.						4			4	\$600.00
3. Revise design as possible to mitigate new utility conflicts.			2			2			4	\$600.00
4. Complete Status of Utilities to be Adjusted.						2			2	\$300.00
5. Coordinate with Utility Companies for relocation of their facilities.		2				4			6	\$940.00
6. Review Utility Company relocation plans and advise the City on issuing permits.		2				4			6	\$940.00
Total Hours Section G.	0	4	2	18	0	0	0	0	24	
Total Salaries Section G.	\$0.00	\$680.00	\$300.00	\$2,700.00	\$0.00	\$0.00	\$0.00	\$0.00		\$3,680.00
Average Salary Section G.										\$153.33

Note:
 G5. Includes preparation of highlighted utility plans to be sent to each utility owner.

H. PLANS (PLAN)										
1. Update plans for current IDOT documents & punch list items.		4		16		4			24	\$3,620.00
2. Revise summary of quantities.		2		4					6	\$940.00
3. Revise quantity schedules.				6		2			8	\$1,170.00
4. Revise removal/relocation plans.				8		4			12	\$1,740.00
5. Revise street & storm sewer plan/profile sheets.		2		8		10			20	\$2,890.00
6. Revise sanitary sewer plan/profile sheets.		2	6			16			24	\$3,400.00
7. Revise alley sanitary sewer lining plan/profile sheets.		2	2			4			8	\$1,180.00
8. Prepare storm water pollution prevention plan.		2	2	4		4			12	\$1,780.00
9. Revise sanitary sewer details.			2			2			4	\$570.00
10. Revise miscellaneous details.		2		2		2			6	\$910.00
11. QA review of plans.	8								8	\$1,520.00
12. Address final City review comments.		4	4	4					12	\$1,880.00
Total Hours Section H.	8	20	16	52	0	48	0	0	144	
Total Salaries Section H.	\$1,520.00	\$3,400.00	\$2,400.00	\$7,800.00	\$0.00	\$6,480.00	\$0.00	\$0.00		\$21,600.00
Average Salary Section H.										\$150.00

Note:
 Hours are assumed to address roadway/storm/sanitary review comments as discussed with the City.

I. ESTIMATES (EST)										
1. Update pay items and quantity calculations.			6	10		8			24	\$3,480.00
2. Update surface restoration costs for IEPA loan reimbursement.			2	2					4	\$600.00
3. Update estimate of construction cost.		2		4					6	\$940.00
4. Prepare estimate of construction time.		2							2	\$340.00
Total Hours Section I.	0	4	8	16	0	8	0	0	36	
Total Salaries Section I.	\$0.00	\$680.00	\$1,200.00	\$2,400.00	\$0.00	\$1,080.00	\$0.00	\$0.00		\$5,360.00
Average Salary Section I.										\$148.89

Part 2 Final Design and Construction Contract Documents

Project Element	Project Director \$190.00	Project Manager \$170.00	Water/Sewer Engineer \$150.00	Roadway Engineer \$150.00	In-House Manager \$135.00	Design Tech \$135.00	Survey Tech \$135.00	Clerk/Typist \$85.00	Total Hours	Total Salary
J. SPECIAL PROVISIONS/PROPOSAL BOOKLET (SPEC)										
1. Update technical specifications for City review comments.			4						4	\$600.00
2. Update technical specifications for current IDOT documents & punch list items.		4	4	16					24	\$3,680.00
3. Update proposal/contract booklet for current City/IEPA documents.		6	8	4	8				26	\$3,900.00
4. QA review of specifications.	2								2	\$380.00
5. Update proposal/contract booklet for final IEPA review comments.		2	2		2				6	\$910.00
Total Hours Section J.	2	12	18	20	10	0	0	0	62	
Total Salaries Section J.	\$380.00	\$2,040.00	\$2,700.00	\$3,000.00	\$1,350.00	\$0.00	\$0.00	\$0.00		\$9,470.00
Average Salary Section J.										\$152.74
K. BIDDING ASSISTANCE (BID)										
1. Advertising.									0	\$0.00
2. Attend prebid meeting.		2	2						4	\$640.00
3. Plan distribution.									0	\$0.00
4. Prequalification evaluation of bidders.				1					1	\$150.00
5. Bidders questions - issue clarification/addenda.		3	4	4					11	\$1,710.00
6. Attend bid opening.		2							2	\$340.00
7. Review bids and prepare tabulation of bids.		1		3					4	\$620.00
8. Attend preconstruction meeting.		2	2		2				6	\$910.00
Total Hours Section K.	0	10	8	8	2	0	0	0	28	
Total Salaries Section K.	\$0.00	\$1,700.00	\$1,200.00	\$1,200.00	\$270.00	\$0.00	\$0.00	\$0.00		\$4,370.00
Average Salary Section K.										\$156.07
Note: K1. Advertising to be performed by the City of Bloomington. K3. Online plan distribution to be performed by the City of Bloomington.										
L. PROJECT COORDINATION & MANAGEMENT (ADMN)										
1. General project administration.	4	6							10	\$1,780.00
Total Hours Section L.	4	6	0	0	0	0	0	0	10	
Total Salaries Section L.	\$760.00	\$1,020.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$1,780.00
Average Salary Section L.										\$178.00
BASIC DESIGN SERVICES - ITEMS A THRU L										
SUBTOTAL HOURS - ITEMS A THRU L	14	56	52	114	12	56	0	0	304	
SUBTOTAL SALARIES - ITEMS A THRU L	\$2,660.00	\$9,520.00	\$7,800.00	\$17,100.00	\$1,620.00	\$7,560.00	\$0.00	\$0.00		\$46,260.00
SUBTOTAL AVERAGE SALARY - ITEMS A THRU L										\$152.17

Part 2 Final Design and Construction Contract Documents

Project Element	Project Director \$190.00	Project Manager \$170.00	Water/Sewer Engineer \$150.00	Roadway Engineer \$150.00	In-House Manager \$135.00	Design Tech \$135.00	Survey Tech \$135.00	Clerk/Typist \$85.00	Total Hours	Total Salary
M. PERMIT APPLICATIONS (PRMT)										
1. NPDES permit & form 2342, include special provision in proposal book.			3			1			4	\$585.00
2. Prepare & submit sanitary sewer permit application to IEPA.			7			1			8	\$1,185.00
3. Prepare & submit water main permit application to IEPA.									0	\$0.00
Total Hours Section M.	0	0	10	0	0	2	0	0	12	
Total Salaries Section M.	\$0.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$270.00	\$0.00	\$0.00		\$1,770.00
Average Salary Section M.										\$147.50
Note: Assumes COE and IDNR permits will not be required.										
N. ENVIRONMENTAL CLEARANCES (ENVR)										
1. ECOCAT submittal.			1						1	\$150.00
2. IHPA request for review for historical sites.			1						1	\$150.00
3. Special waste screening.									0	\$0.00
Total Hours Section N.	0	0	2	0	0	0	0	0	2	
Total Salaries Section N.	\$0.00	\$0.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$300.00
Average Salary Section N.										\$150.00
Note: N1. ECOCAT consultation completed on 5-1-09 for biological and wetland with no findings and was terminated. N3. Assumes no right of way being taken, thus no special waste screening will be done.										
O. IEPA COORDINATION & LOAN (IEPA)										
1. Costs will be provided separately.									0	\$0.00
Total Hours Section O.	0	0	0	0	0	0	0	0	0	
Total Salaries Section O.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Average Salary Section O.										\$0.00
P. PUBLIC INFORMATION MEETINGS (PIM)										
1. Costs will be provided separately.									0	\$0.00
Total Hours Section P.	0	0	0	0	0	0	0	0	0	
Total Salaries Section P.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Average Salary Section P.										\$0.00

Part 2 Final Design and Construction Contract Documents

Project Element	Project Director \$190.00	Project Manager \$170.00	Water/Sewer Engineer \$150.00	Roadway Engineer \$150.00	In-House Manager \$135.00	Design Tech \$135.00	Survey Tech \$135.00	Clerk/Typist \$85.00	Total Hours	Total Salary
Q. CONSTRUCTION PHASE SERVICES (CON)										
1. Scope of services will be determined prior to the start of construction.									0	\$0.00
Total Hours Section Q.	0	0	0	0	0	0	0	0	0	
Total Salaries Section Q.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Average Salary Section Q.										\$0.00
SUPPLEMENTAL DESIGN SERVICES - ITEMS M THRU Q										
SUBTOTAL HOURS - ITEMS M THRU Q	0	0	12	0	0	2	0	0	14	
SUBTOTAL SALARIES - ITEMS M THRU Q	\$0.00	\$0.00	\$1,800.00	\$0.00	\$0.00	\$270.00	\$0.00	\$0.00		\$2,070.00
SUBTOTAL AVERAGE SALARY - ITEMS M THRU Q										\$147.86
GRAND TOTAL HOURS - ITEMS A THRU Q	14	56	64	114	12	58	0	0	318	
GRAND TOTAL SALARIES - ITEMS A THRU Q	\$2,660.00	\$9,520.00	\$9,600.00	\$17,100.00	\$1,620.00	\$7,830.00	\$0.00	\$0.00		\$48,330.00
GRAND TOTAL AVERAGE SALARY - ITEMS A THRU Q										\$151.98

Part 2 Final Design and Construction Contract Documents

	Mileage	Meals	Reproduction	Telephone	Postage	Misc.	CADD	Totals
A. DEVELOP PROJECT BASE SHEETS (PLOT)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
B. TYPICAL SECTION & H/V ALIGNMENT STUDIES (ALGN)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
C. DRAINAGE DESIGN (DRNG)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
D. PAVEMENT DESIGN STUDIES (PVMT)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E. ROADWAY LIGHTING STUDY (RWL)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
F. SEWER PIPE TELEVISIONING REVIEW (SWR)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
G. UTILITY LOCATIONS/CONFLICTS/MITIGATION (UTIL)	\$0.00	\$0.00	\$200.00	\$20.00	\$60.00	\$0.00	\$120.00	\$400.00
H. PLANS (PLAN)	\$0.00	\$0.00	\$175.00	\$20.00	\$50.00	\$0.00	\$1,200.00	\$1,445.00
I. ESTIMATES (EST)	\$0.00	\$0.00	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15.00
J. SPECIAL PROVISIONS/PROPOSAL BOOKLET (SPEC)	\$0.00	\$0.00	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00
K. BIDDING ASSISTANCE (BID)	\$150.00	\$0.00	\$175.00	\$25.00	\$30.00	\$0.00	\$0.00	\$380.00
L. PROJECT COORDINATION & MANAGEMENT (ADMN)	\$0.00	\$0.00	\$25.00	\$25.00	\$15.00	\$0.00	\$0.00	\$65.00
M. PERMIT APPLICATION (PRMT)	\$0.00	\$0.00	\$25.00	\$5.00	\$15.00	\$0.00	\$0.00	\$45.00
N. ENVIRONMENTAL CLEARANCES (ENVR)	\$0.00	\$0.00	\$10.00	\$5.00	\$5.00	\$0.00	\$0.00	\$20.00
O. IEPA COORDINATION & LOAN (IEPA)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
P. PUBLIC INFORMATION MEETINGS (PIM)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Q. CONSTRUCTION PHASE SERVICES (CON)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS	\$150.00	\$0.00	\$725.00	\$100.00	\$175.00	\$0.00	\$1,320.00	\$2,470.00

Proposal for Engineering Services
Locust St. CSO Elimination & Water Main Improvements Phase 2
City of Bloomington
Opp. No. 130065
Proj. No. B0110123

Clark Dietz, Inc
Cost Estimate of Consultant Services

IEPA - CSO Elimination
Summary of Services

	LABOR HOURS	SALARY	EXPENSES	OUTSIDE SERVICES	TOTAL	PERCENT OF TOTAL
Part 2. IEPA Coordination & Loan; Public Information Meeting.	136	\$20,660.00	\$410.00	\$0.00	\$21,070.00	100.00%
GRAND TOTAL	136	\$20,660.00	\$410.00	\$0.00	\$21,070.00	100.00%

Proposal for Engineering Services
Locust St. CSO Elimination & Water Main Improvements Phase 2
City of Bloomington
Opp. No. 130065
Proj. No. B0110123

Clark Dietz, Inc.
Estimated Fee Extension and Summary

Part 2 Final Design and Construction Contract Documents

Project Element	LABOR HOURS	SALARY	EXPENSES	OUTSIDE SERVICES	TOTAL	PERCENT OF TOTAL
O. IEPA COORDINATION & LOAN (IEPA)	108	\$16,470.00	\$140.00	\$0.00	\$16,610.00	78.83%
P. PUBLIC INFORMATION MEETING (PIM)	28	\$4,190.00	\$270.00	\$0.00	\$4,460.00	21.17%
GRAND TOTAL ITEMS O THRU P	136	\$20,660.00	\$410.00	\$0.00	\$21,070.00	100.00%

Part 2 Final Design and Construction Contract Documents

Project Element	Project Director \$190.00	Project Manager \$170.00	Water/Sewer Engineer \$150.00	Roadway Engineer \$150.00	In-House Manager \$135.00	Design Tech \$135.00	Survey Tech \$135.00	Clerk/Typist \$85.00	Total Hours	Total Salary
O. IEPA COORDINATION & LOAN (IEPA)										
1. Review facilities plan with City Staff and define limits of plan to be updated.	1		2		2				5	\$760.00
2. Prepare memo identifying data needs from the City to update current facilities plan.	1	1	4		2				8	\$1,230.00
3. Update facilities plan documents.	5		20		8	2			35	\$5,300.00
4. Submit facilities plan to City and IEPA for review and address comments.	1	1	5		6				13	\$1,920.00
5. Applications and coordination for securing project funding from IEPA.	6	1	12		8				27	\$4,190.00
6. Develop and submit loan repayment plan to City and IEPA.	4		10		6				20	\$3,070.00
Total Hours Section O.	18	3	53	0	32	2	0	0	108	
Total Salaries Section O.	\$3,420.00	\$510.00	\$7,950.00	\$0.00	\$4,320.00	\$270.00	\$0.00	\$0.00		\$16,470.00
Average Salary Section O.										\$152.50
P. PUBLIC INFORMATION MEETING (PIM)										
1. Facility arrangement.					1				1	\$150.00
2. Exhibit preparation.		1	4	4		4			13	\$1,910.00
3. Prepare informational handout.			1	2					3	\$450.00
4. Prepare public notice.				1					1	\$150.00
5. Meeting setup & attendance for 1 meeting.		2	2		2				6	\$910.00
6. Meeting minutes; summary of comments & responses.		1	1	2					4	\$620.00
Total Hours Section P.	0	4	8	10	2	4	0	0	28	
Total Salaries Section P.	\$0.00	\$680.00	\$1,200.00	\$1,500.00	\$270.00	\$540.00	\$0.00	\$0.00		\$4,190.00
Average Salary Section P.										\$149.64
Note:										
P4. City to send public notice to residents near project limits and other interested persons.										
P4. Public notice advertising costs to be paid by City.										
GRAND TOTAL HOURS - ITEMS O THRU P	18	7	61	10	34	6	0	0	136	
GRAND TOTAL SALARIES - ITEMS O THRU P	\$3,420.00	\$1,190.00	\$9,150.00	\$1,500.00	\$4,590.00	\$810.00	\$0.00	\$0.00		\$20,660.00
GRAND TOTAL AVERAGE SALARY - ITEMS O THRU P										\$151.91

Part 2 Final Design and Construction Contract Documents

		Mileage	Meals	Reproduction	Telephone	Postage	Supplies	CADD	Totals
O.	IEPA COORDINATION & LOAN (IEPA)	\$0.00	\$0.00	\$100.00	\$25.00	\$15.00	\$0.00	\$0.00	\$140.00
P.	PUBLIC INFORMATION MEETING (PIM)	\$50.00	\$0.00	\$50.00	\$5.00	\$10.00	\$50.00	\$105.00	\$270.00
TOTALS		\$50.00	\$0.00	\$150.00	\$30.00	\$25.00	\$50.00	\$105.00	\$410.00

Proposal for Engineering Services
Locust St. CSO Elimination & Water Main Improvements Phase 2
City of Bloomington
Opp. No. 130065
Proj. No. B0110123

Clark Dietz, Inc
Cost Estimate of Consultant Services

Water Main Improvements Only
Summary of Services

	LABOR HOURS	SALARY	EXPENSES	OUTSIDE SERVICES	TOTAL	PERCENT OF TOTAL
Part 2. Final Design and Construction Contract Documents.	286	\$43,200.00	\$2,200.00	\$0.00	\$45,400.00	100.00%
GRAND TOTAL	286	\$43,200.00	\$2,200.00	\$0.00	\$45,400.00	100.00%

Part 2 Final Design and Construction Contract Documents

Project Element	LABOR HOURS	SALARY	EXPENSES	OUTSIDE SERVICES	TOTAL	PERCENT OF TOTAL
A. DEVELOP PROJECT BASE SHEETS (PLOT)	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
B. TYPICAL SECTION & H/V ALIGNMENT STUDIES (ALGN)	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
C. DRAINAGE DESIGN (DRNG)	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
D. PAVEMENT DESIGN STUDIES (PVMT)	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E. ROADWAY LIGHTING STUDY (RWL)	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
F. SEWER PIPE TELEVISIONING REVIEW (SWR)	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
G. UTILITY LOCATIONS/CONFLICTS/MITIGATION (UTIL)	24	\$3,680.00	\$400.00	\$0.00	\$4,080.00	8.99%
H. PLANS (PLAN)	132	\$19,480.00	\$1,180.00	\$0.00	\$20,660.00	45.51%
I. ESTIMATES (EST)	32	\$4,760.00	\$15.00	\$0.00	\$4,775.00	10.52%
J. SPECIAL PROVISIONS/PROPOSAL BOOKLET (SPEC)	50	\$7,630.00	\$100.00	\$0.00	\$7,730.00	17.03%
K. BIDDING ASSISTANCE (BID)	28	\$4,370.00	\$375.00	\$0.00	\$4,745.00	10.45%
L. PROJECT COORDINATION & MANAGEMENT (ADMN)	10	\$1,780.00	\$65.00	\$0.00	\$1,845.00	4.06%
SUBTOTAL ITEMS A THRU L - BASIC DESIGN PHASE SERVICES	276	\$41,700.00	\$2,135.00	\$0.00	\$43,835.00	96.55%
M. PERMIT APPLICATIONS (PRMT)	8	\$1,200.00	\$45.00	\$0.00	\$1,245.00	2.74%
N. ENVIRONMENTAL CLEARANCES (ENVR)	2	\$300.00	\$20.00	\$0.00	\$320.00	0.70%
O. IEPA COORDINATION & LOAN (IEPA)	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
P. PUBLIC INFORMATION MEETINGS (PIM)	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Q. CONSTRUCTION PHASE SERVICES (CON)	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
SUBTOTAL ITEMS M THRU Q - SUPPLEMENTAL DESIGN PHASE SERVICES	10	\$1,500.00	\$65.00	\$0.00	\$1,565.00	3.45%
GRAND TOTAL ITEMS A THRU Q	286	\$43,200.00	\$2,200.00	\$0.00	\$45,400.00	100%

Part 2 Final Design and Construction Contract Documents

Project Element	Project Director \$190.00	Project Manager \$170.00	Water/Sewer Engineer \$150.00	Roadway Engineer \$150.00	In-House Manager \$135.00	Design Tech \$135.00	Survey Tech \$135.00	Clerk/Typist \$85.00	Total Hours	Total Salary
A. DEVELOP PROJECT BASE SHEETS (PLOT)										
									0	\$0.00
Total Hours Section A.	0	0	0	0	0	0	0	0	0	
Total Salaries Section A.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Average Salary Section A.										\$0.00
B. TYPICAL SECTION & H/V ALIGNMENT STUDIES (ALGN)										
									0	\$0.00
Total Hours Section B.	0	0	0	0	0	0	0	0	0	
Total Salaries Section B.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Average Salary Section B.										\$0.00
C. DRAINAGE DESIGN (DRNG)										
									0	\$0.00
Total Hours Section C.	0	0	0	0	0	0	0	0	0	
Total Salaries Section C.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Average Salary Section C.										\$0.00
D. PAVEMENT DESIGN STUDIES (PVMT)										
									0	\$0.00
Total Hours Section D.	0	0	0	0	0	0	0	0	0	
Total Salaries Section D.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Average Salary Section D.										\$0.00
E. ROADWAY LIGHTING STUDY (RWL)										
									0	\$0.00
Total Hours Section E.	0	0	0	0	0	0	0	0	0	
Total Salaries Section E.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Average Salary Section E.										\$0.00
F. SEWER PIPE TELEVISION REVIEW (SWR)										
									0	\$0.00
Total Hours Section F.	0	0	0	0	0	0	0	0	0	
Total Salaries Section F.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Average Salary Section F.										\$0.00

Part 2 Final Design and Construction Contract Documents

Project Element	Project Director \$190.00	Project Manager \$170.00	Water/Sewer Engineer \$150.00	Roadway Engineer \$150.00	In-House Manager \$135.00	Design Tech \$135.00	Survey Tech \$135.00	Clerk/Typist \$85.00	Total Hours	Total Salary
G. UTILITY LOCATIONS/CONFLICTS/MITIGATION (UTIL)										
1. Update design locate. Obtain additional utility maps.				2					2	\$300.00
2. Update drawings with new utility information.				4					4	\$600.00
3. Revise design as possible to mitigate new utility conflicts.			2	2					4	\$600.00
4. Complete Status of Utilities to be Adjusted.				2					2	\$300.00
5. Coordinate with Utility Companies for relocation of their facilities.		2		4					6	\$940.00
6. Review Utility Company relocation plans and advise the City on issuing permits.		2		4					6	\$940.00
Total Hours Section G.	0	4	2	18	0	0	0	0	24	
Total Salaries Section G.	\$0.00	\$680.00	\$300.00	\$2,700.00	\$0.00	\$0.00	\$0.00	\$0.00		\$3,680.00
Average Salary Section G.										\$153.33
Note: G5. Includes preparation of highlighted utility plans to be sent to each utility owner.										
H. PLANS (PLAN)										
1. Update plans for current IDOT documents & punch list items.		2		8		2			12	\$1,810.00
2. Revise summary of quantities.		2	4						6	\$940.00
3. Revise street & storm sewer plan/profile sheets.		2		4		12			18	\$2,560.00
4. Revise sanitary sewer plan/profile sheets.				4		2			6	\$870.00
5. Revise water main plan/profile sheets.		2	4	2		32			40	\$5,560.00
6. Prepare storm water pollution prevention plan.		2	2	4		4			12	\$1,780.00
7. Revise water main details.			2			10			12	\$1,650.00
8. Revise miscellaneous details.		2		2		2			6	\$910.00
9. QA review of plans.	8								8	\$1,520.00
10. Address final City review comments.		4	8						12	\$1,880.00
Total Hours Section H.	8	16	20	24	0	64	0	0	132	
Total Salaries Section H.	\$1,520.00	\$2,720.00	\$3,000.00	\$3,600.00	\$0.00	\$8,640.00	\$0.00	\$0.00		\$19,480.00
Average Salary Section H.										\$147.58
I. ESTIMATES (EST)										
1. Update pay items and quantity calculations.			6	6		8			20	\$2,880.00
2. Update surface restoration costs for IEPA loan reimbursement.			2	2					4	\$600.00
3. Update estimate of construction cost.		2		4					6	\$940.00
4. Prepare estimate of construction time.		2							2	\$340.00
Total Hours Section I.	0	4	8	12	0	8	0	0	32	
Total Salaries Section I.	\$0.00	\$680.00	\$1,200.00	\$1,800.00	\$0.00	\$1,080.00	\$0.00	\$0.00		\$4,760.00
Average Salary Section I.										\$148.75

Part 2 Final Design and Construction Contract Documents

Project Element	Project Director \$190.00	Project Manager \$170.00	Water/Sewer Engineer \$150.00	Roadway Engineer \$150.00	In-House Manager \$135.00	Design Tech \$135.00	Survey Tech \$135.00	Clerk/Typist \$85.00	Total Hours	Total Salary
J. SPECIAL PROVISIONS/PROPOSAL BOOKLET (SPEC)										
1. Update technical specifications for City review comments.			4						4	\$600.00
2. Update technical specifications for current IDOT documents & punch list items.		2	2	8					12	\$1,840.00
3. Update proposal/contract booklet for current City/IEPA documents.		6	8	4	8				26	\$3,900.00
4. QA review of specifications.	2								2	\$380.00
5. Update proposal/contract booklet for final IEPA review comments.		2	2		2				6	\$910.00
Total Hours Section J.	2	10	16	12	10	0	0	0	50	
Total Salaries Section J.	\$380.00	\$1,700.00	\$2,400.00	\$1,800.00	\$1,350.00	\$0.00	\$0.00	\$0.00		\$7,630.00
Average Salary Section J.										\$152.60
K. BIDDING ASSISTANCE (BID)										
1. Advertising.									0	\$0.00
2. Attend prebid meeting.		2	2						4	\$640.00
3. Plan distribution.									0	\$0.00
4. Prequalification evaluation of bidders.				1					1	\$150.00
5. Bidders questions - issue clarification/addenda.		3	4	4					11	\$1,710.00
6. Attend bid opening.		2							2	\$340.00
7. Review bids and prepare tabulation of bids.		1		3					4	\$620.00
8. Attend preconstruction meeting.		2	2		2				6	\$910.00
Total Hours Section K.	0	10	8	8	2	0	0	0	28	
Total Salaries Section K.	\$0.00	\$1,700.00	\$1,200.00	\$1,200.00	\$270.00	\$0.00	\$0.00	\$0.00		\$4,370.00
Average Salary Section K.										\$156.07
Note: K1. Advertising to be performed by the City of Bloomington. K3. Online plan distribution to be performed by the City of Bloomington.										
L. PROJECT COORDINATION & MANAGEMENT (ADMN)										
1. General project administration.	4	6							10	\$1,780.00
Total Hours Section L.	4	6	0	0	0	0	0	0	10	
Total Salaries Section L.	\$760.00	\$1,020.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$1,780.00
Average Salary Section L.										\$178.00
BASIC DESIGN SERVICES - ITEMS A THRU L										
SUBTOTAL HOURS - ITEMS A THRU L	14	50	54	74	12	72	0	0	276	
SUBTOTAL SALARIES - ITEMS A THRU L	\$2,660.00	\$8,500.00	\$8,100.00	\$11,100.00	\$1,620.00	\$9,720.00	\$0.00	\$0.00		\$41,700.00
SUBTOTAL AVERAGE SALARY - ITEMS A THRU L										\$151.09

Part 2 Final Design and Construction Contract Documents

Project Element	Project Director \$190.00	Project Manager \$170.00	Water/Sewer Engineer \$150.00	Roadway Engineer \$150.00	In-House Manager \$135.00	Design Tech \$135.00	Survey Tech \$135.00	Clerk/Typist \$85.00	Total Hours	Total Salary
M. PERMIT APPLICATIONS (PRMT)										
1. NPDES permit & form 2342, include special provision in proposal book.									0	\$0.00
2. Prepare & submit sanitary sewer permit application to IEPA.									0	\$0.00
3. Prepare & submit water main permit application to IEPA.			8						8	\$1,200.00
Total Hours Section M.	0	0	8	0	0	0	0	0	8	
Total Salaries Section M.	\$0.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$1,200.00
Average Salary Section M.										\$150.00
Note: Assumes COE and IDNR permits will not be required.										
N. ENVIRONMENTAL CLEARANCES (ENVR)										
1. ECOCAT submittal.			1						1	\$150.00
2. IHPA request for review for historical sites.			1						1	\$150.00
3. Special waste screening.									0	\$0.00
Total Hours Section N.	0	0	2	0	0	0	0	0	2	
Total Salaries Section N.	\$0.00	\$0.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$300.00
Average Salary Section N.										\$150.00
Note: N1. ECOCAT consultation completed on 5-1-09 for biological and wetland with no findings and was terminated. N3. Assumes no right of way being taken, thus no special waste screening will be done.										
O. IEPA COORDINATION & LOAN (IEPA)										
1. Costs will be provided separately.									0	\$0.00
Total Hours Section O.	0	0	0	0	0	0	0	0	0	
Total Salaries Section O.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Average Salary Section O.										\$0.00
P. PUBLIC INFORMATION MEETINGS (PIM)										
1. Costs will be provided separately.									0	\$0.00
Total Hours Section P.	0	0	0	0	0	0	0	0	0	
Total Salaries Section P.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Average Salary Section P.										\$0.00

Part 2 Final Design and Construction Contract Documents

Project Element	Project Director \$190.00	Project Manager \$170.00	Water/Sewer Engineer \$150.00	Roadway Engineer \$150.00	In-House Manager \$135.00	Design Tech \$135.00	Survey Tech \$135.00	Clerk/Typist \$85.00	Total Hours	Total Salary
Q. CONSTRUCTION PHASE SERVICES (CON)										
1. Scope of services will be determined prior to the start of construction.									0	\$0.00
Total Hours Section Q.	0	0	0	0	0	0	0	0	0	
Total Salaries Section Q.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Average Salary Section Q.										\$0.00
SUPPLEMENTAL DESIGN SERVICES - ITEMS M THRU Q										
SUBTOTAL HOURS - ITEMS M THRU Q	0	0	10	0	0	0	0	0	10	
SUBTOTAL SALARIES - ITEMS M THRU Q	\$0.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$1,500.00
SUBTOTAL AVERAGE SALARY - ITEMS M THRU Q										\$150.00
GRAND TOTAL HOURS - ITEMS A THRU Q	14	50	64	74	12	72	0	0	286	
GRAND TOTAL SALARIES - ITEMS A THRU Q	\$2,660.00	\$8,500.00	\$9,600.00	\$11,100.00	\$1,620.00	\$9,720.00	\$0.00	\$0.00		\$43,200.00
GRAND TOTAL AVERAGE SALARY - ITEMS A THRU Q										\$151.05

Part 2 Final Design and Construction Contract Documents

	Mileage	Meals	Reproduction	Telephone	Postage	Misc.	CADD	Totals
A. DEVELOP PROJECT BASE SHEETS (PLOT)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
B. TYPICAL SECTION & H/V ALIGNMENT STUDIES (ALGN)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
C. DRAINAGE DESIGN (DRNG)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
D. PAVEMENT DESIGN STUDIES (PVMT)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E. ROADWAY LIGHTING STUDY (RWL)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
F. SEWER PIPE TELEVISIONING REVIEW (SWR)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
G. UTILITY LOCATIONS/CONFLICTS/MITIGATION (UTIL)	\$0.00	\$0.00	\$200.00	\$20.00	\$60.00	\$0.00	\$120.00	\$400.00
H. PLANS (PLAN)	\$0.00	\$0.00	\$150.00	\$20.00	\$50.00	\$0.00	\$960.00	\$1,180.00
I. ESTIMATES (EST)	\$0.00	\$0.00	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15.00
J. SPECIAL PROVISIONS/PROPOSAL BOOKLET (SPEC)	\$0.00	\$0.00	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00
K. BIDDING ASSISTANCE (BID)	\$150.00	\$0.00	\$175.00	\$20.00	\$30.00	\$0.00	\$0.00	\$375.00
L. PROJECT COORDINATION & MANAGEMENT (ADMN)	\$0.00	\$0.00	\$25.00	\$25.00	\$15.00	\$0.00	\$0.00	\$65.00
M. PERMIT APPLICATION (PRMT)	\$0.00	\$0.00	\$25.00	\$5.00	\$15.00	\$0.00	\$0.00	\$45.00
N. ENVIRONMENTAL CLEARANCES (ENVR)	\$0.00	\$0.00	\$10.00	\$5.00	\$5.00	\$0.00	\$0.00	\$20.00
O. IEPA COORDINATION & LOAN (IEPA)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
P. PUBLIC INFORMATION MEETINGS (PIM)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Q. CONSTRUCTION PHASE SERVICES (CON)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS	\$150.00	\$0.00	\$700.00	\$95.00	\$175.00	\$0.00	\$1,080.00	\$2,200.00

IEPA - Water Main
Summary of Services

	LABOR HOURS	SALARY	EXPENSES	OUTSIDE SERVICES	TOTAL	PERCENT OF TOTAL
Part 2. IEPA Coordination & Loan; Public Information Meeting.	126	\$19,020.00	\$410.00	\$0.00	\$19,430.00	100.00%
GRAND TOTAL	126	\$19,020.00	\$410.00	\$0.00	\$19,430.00	100.00%

Proposal for Engineering Services
Locust St. CSO Elimination & Water Main Improvements Phase 2
City of Bloomington
Opp. No. 130065
Proj. No. B0110123

Clark Dietz, Inc.
Estimated Fee Extension and Summary

Part 2 Final Design and Construction Contract Documents

Project Element	LABOR HOURS	SALARY	EXPENSES	OUTSIDE SERVICES	TOTAL	PERCENT OF TOTAL
O. IEPA COORDINATION & LOAN (IEPA)	98	\$14,830.00	\$140.00	\$0.00	\$14,970.00	77.05%
P. PUBLIC INFORMATION MEETING (PIM)	28	\$4,190.00	\$270.00	\$0.00	\$4,460.00	22.95%
GRAND TOTAL ITEMS O THRU P	126	\$19,020.00	\$410.00	\$0.00	\$19,430.00	100.00%

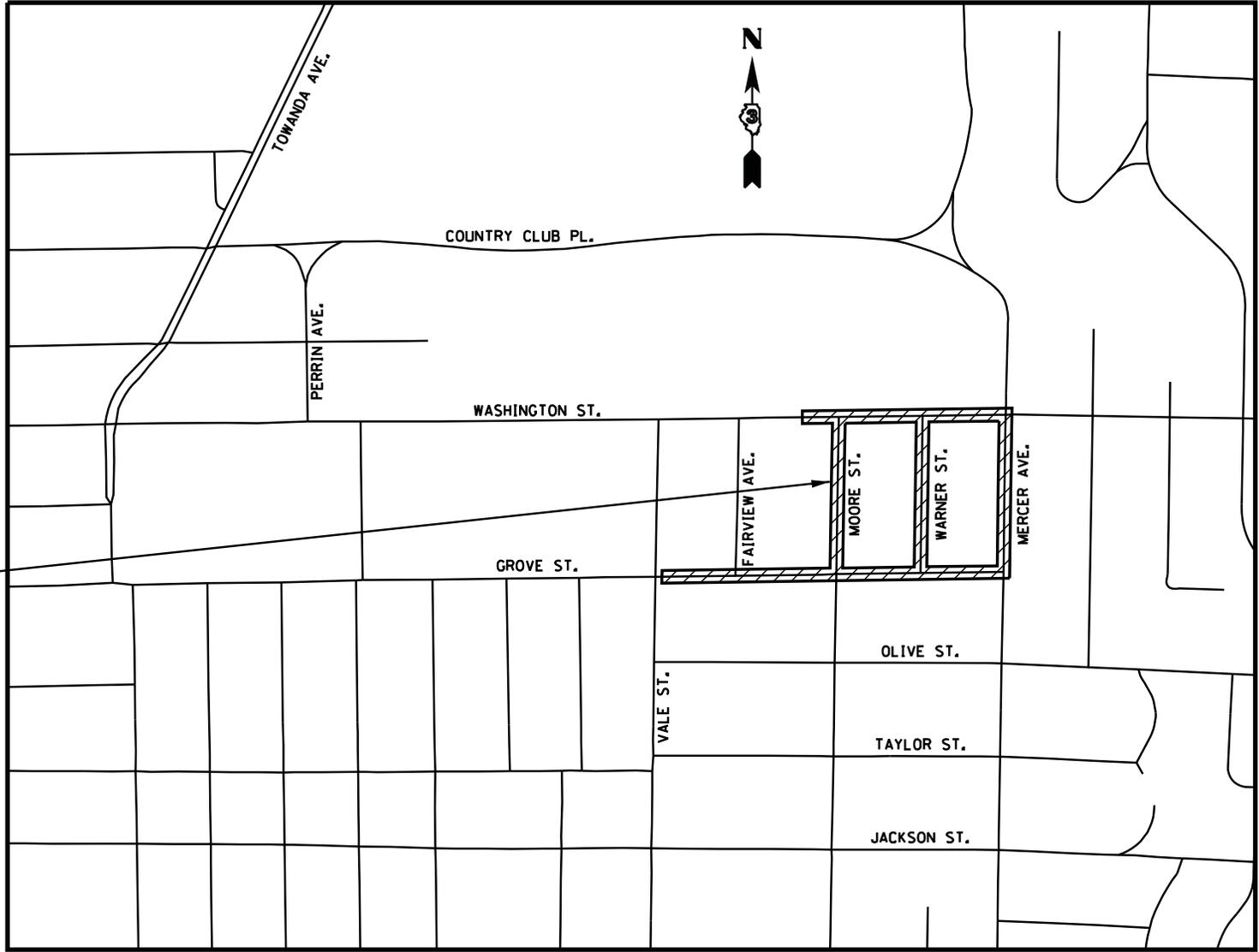
Part 2 Final Design and Construction Contract Documents

Project Element	Project Director \$190.00	Project Manager \$170.00	Water/Sewer Engineer \$150.00	Roadway Engineer \$150.00	In-House Manager \$135.00	Design Tech \$135.00	Survey Tech \$135.00	Clerk/Typist \$85.00	Total Hours	Total Salary
O. IEPA COORDINATION & LOAN (IEPA)										
1. Review facilities plan with City Staff and define limits of plan to be updated.			2		2				4	\$570.00
2. Prepare memo identifying data needs from the City to update current facilities plan.	1		4		2				7	\$1,060.00
3. Update facilities plan documents.	5	1	16		8	2			32	\$4,870.00
4. Submit facilities plan to City and IEPA for review and address comments.	1		3		6				10	\$1,450.00
5. Applications and coordination for securing project funding from IEPA.	4		12		8				24	\$3,640.00
6. Develop and submit loan repayment plan to City and IEPA.	4	1	10		6				21	\$3,240.00
Total Hours Section O.	15	2	47	0	32	2	0	0	98	
Total Salaries Section O.	\$2,850.00	\$340.00	\$7,050.00	\$0.00	\$4,320.00	\$270.00	\$0.00	\$0.00		\$14,830.00
Average Salary Section O.										\$151.33
P. PUBLIC INFORMATION MEETING (PIM)										
1. Facility arrangement.					1				1	\$150.00
2. Exhibit preparation.		1	4	4			4		13	\$1,910.00
3. Prepare informational handout.			1	2					3	\$450.00
4. Prepare public notice.				1					1	\$150.00
5. Meeting setup & attendance for 1 meeting.		2	2		2				6	\$910.00
6. Meeting minutes; summary of comments & responses.		1	1	2					4	\$620.00
Total Hours Section P.	0	4	8	10	2	4	0	0	28	
Total Salaries Section P.	\$0.00	\$680.00	\$1,200.00	\$1,500.00	\$270.00	\$540.00	\$0.00	\$0.00		\$4,190.00
Average Salary Section P.										\$149.64
Note:										
P4. City to send public notice to residents near project limits and other interested persons.										
P4. Public notice advertising costs to be paid by City.										
GRAND TOTAL HOURS - ITEMS O THRU P	15	6	55	10	34	6	0	0	126	
GRAND TOTAL SALARIES - ITEMS O THRU P	\$2,850.00	\$1,020.00	\$8,250.00	\$1,500.00	\$4,590.00	\$810.00	\$0.00	\$0.00		\$19,020.00
GRAND TOTAL AVERAGE SALARY - ITEMS O THRU P										\$150.95

Part 2 Final Design and Construction Contract Documents

		Mileage	Meals	Reproduction	Telephone	Postage	Supplies	CADD	Totals
O.	IEPA COORDINATION & LOAN (IEPA)	\$0.00	\$0.00	\$100.00	\$25.00	\$15.00	\$0.00	\$0.00	\$140.00
P.	PUBLIC INFORMATION MEETING (PIM)	\$50.00	\$0.00	\$50.00	\$5.00	\$10.00	\$50.00	\$105.00	\$270.00
TOTALS		\$50.00	\$0.00	\$150.00	\$30.00	\$25.00	\$50.00	\$105.00	\$410.00

R. 2 E.

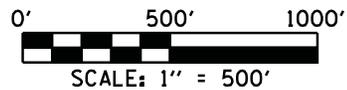


T. 23 N.

PROJECT LOCATION
 WASHINGTON STREET
 GROVE STREET
 MOORE STREET
 WARNER STREET
 MERCER AVENUE

Phase 2
**Locust Colton CSO Elimination
 and Water Main Replacement**

LOCATION MAP





CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: September 24, 2018

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of a Temporary Easement Agreement with Local 197, IBEW Building Corporation, in conjunction with the Fox Creek Road Improvement Project, in the amount of \$4,424, as requested by the Public Works Department.

RECOMMENDATION/MOTION: The Temporary Easement Agreement with Local 197, IBEW Building Corporation, in conjunction with the Fox Creed Road Improvement Project in the amount of \$4,424 be approved, and the City Manager and City Clerk be authorized to execute the necessary documents.

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

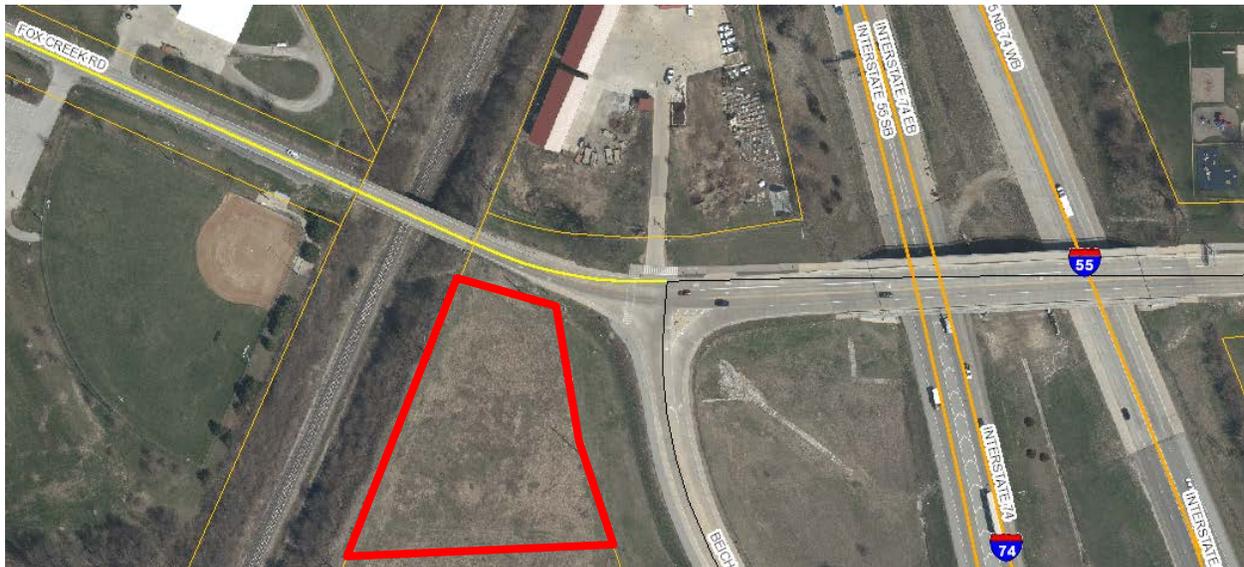
STRATEGIC PLAN SIGNIFICANCE: Objective 2a. Better quality roads and sidewalks

BACKGROUND: Public Works is recommending the approval of a Temporary Easement Agreement with Local 197, IBEW Building Corporation, in the amount of \$4,424. The agreement is needed for the construction of the Fox Creek Road Improvement project from Danbury Drive to Beich Road. The construction is scheduled for groundbreaking in 2019. In addition to the area needed for the construction of the project, additional area is included, so that the contractor will have a laydown yard for the project. This location is especially convenient, since it is vacant and near the bridge. The details of the agreement and location of the parcel in question can be found in the attached agreement and location map. Once these documents are approved, the City Clerk will record them with the McLean County Recorder's Office. In order to complete this project, staff is working on acquiring easements and/or rights-of-way for approximately 15 other parcels.

Project Need

The existing bridge at Fox Creek Road, built in 1981, is too narrow to accommodate the projected volume of vehicle traffic, and it does not safely accommodate pedestrians or bicyclists. Fox Creek Road is an important east-west collector roadway linking existing and emerging residential areas in the south and western areas of the City with the central section. It is one of only three routes that cross US-51/I-55/I-74. The Union Pacific Railroad that services both Amtrak passenger and freight cars is located underneath the bridge.

Temporary Easement Location



Project Design Schedule

The City of Bloomington began planning the reconstruction of the Fox Creek Bridge and the adjacent roads in 2014. In April 2017, the City filed a petition with the Illinois Commerce Commission (ICC), because, as of May 2016, Union Pacific (UP) has changed its design standards. The proposed 1 span bridge no longer conforms to UP standards. UP expected the City to build to their new standards, which would require the bridge to span 3 tracks and 2 access roads for their service vehicles. This petition is still outstanding, and has delayed the project. The judge has verbally ruled in the City's favor, but has yet to write the ruling. Staff expects that to be completed within a month. Construction is scheduled to begin in 2019, and is expected to be completed in 2020. The ICC ruling will require completion by December 31, 2021.

Project Cost

The total projected cost of the project is about \$6.2 million, and 60 percent of qualified bridge replacement costs are eligible for reimbursement from the ICC's Grade Crossing Protection Funds (GCPF). The City will use Motor Fuel Tax to pay for the remaining 40 percent of the cost of the bridge and for the cost of the roadway leading to the bridge. The bridge that would comply with the 2016 Union Pacific design standards is estimated to cost an additional \$800,000.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Local 197, IBEW Building Corporation.

FINANCIAL IMPACT: Funds will be allocated from the Motor Fuel Tax-Land account (20300300-72510) in the amount of \$4,424.00 as consideration for this agreement. Stakeholders can locate this in the FY 2019 Budget Book titled "Other Funds & Capital Improvement" on pages 8, 243, 248, 253 & 254.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Luke Thoele, P.E., Civil Engineer II
Michael Hill, Miscellaneous Technical Assistant

Reviewed By: Jim Karch, P.E., MPA, Director of Public Works

Finance & Budgetary Review By: Chris Tomerlin, Budget Analyst
Scott Rathbun, Finance Director

Water/Community Dev. Review By: Bob Mahrt, Community Development Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- Agreement
- Map

Prepared by / Return to:

Sorling Northrup
Jeffrey R. Jurgens and
Aaron D. Evans, of Counsel
1 North Old State Capitol Plaza
Suite 200
P.O. Box 5131
Springfield, IL 62705
Telephone: 217-544-1144
Fax: 217-522-3173

TEMPORARY EASEMENT AGREEMENT

This Temporary Easement Agreement (this “**Agreement**”) is made as of _____, 2018, by and between Local 197, IBEW Building Corporation, an Illinois Not-For-Profit Corporation (the “**Grantor**”), and the City of Bloomington, Illinois, a Municipal Corporation (the “**City**”).

RECITALS

- A. Grantor owns certain real property lying adjacent to Fox Creek Road, Bloomington, Illinois, and more particularly described in Appendix A attached hereto (the “**Property**”).
- B. The City proposes to widen Fox Creek Road and construct certain improvements to the public right-of-way and its appurtenances (collectively, the “**Improvements**”).
- C. In order to facilitate the Improvements, Grantor agrees to grant to the City certain temporary easements over the Property.

Now therefore, in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the City agree as follows:

AGREEMENT

- 1. Grant of Temporary Easement.** Grantor hereby grants and conveys unto the City a temporary easement in, on, over, under, through and across the property legally described in Appendix B attached hereto (the “**Temporary Easement Premises**”) for the uses and purposes described herein.
- 2. Scope of Temporary Easement.** The City and the City’s agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of the

City, shall have the right, privilege, and easement to use and occupy the Temporary Easement Premises at all times convenient and necessary for purposes of facilitating the construction of the Improvements, including but not limited to the right of entry, access, occupation, staging, sloping, grading, clearing, grubbing, excavating, and storage of equipment, materials, and excavated earth. The City has the right to alter the slope or grade of the Temporary Easement Premises and the right to trim and/or cut down or eliminate trees, shrubbery, undergrowth, brush or other landscaping, as well as to remove other obstructions or possible hazards, within the Temporary Easement Premises to the extent, in the sole judgment of the City, necessary to prevent interference with the efficient, safe or convenient construction of the Improvements.

3. Term of Temporary Easement. The City's rights in and to the Temporary Easement Premises shall expire upon completion of the construction and installation of the Improvements, restoration of the Property, and final inspection. In any event, the term of the grant of the Temporary Easement Premises shall not exceed a period of five (5) years from the date of this Agreement.

4. Consideration. The City agrees to pay to Grantor the sum of \$4,424.00 as consideration for this Agreement. Said sum includes the market value of the Temporary Easement Premises conveyed by Grantor and any and all damage to the Property related to the construction of the Improvements.

5. Restoration of Property. Upon the initial construction and installation of the Improvements, the City shall:

- (a) remove from the Temporary Easement Premises all debris, surplus material, and construction equipment;
- (b) blend grades and elevations of land and driveways and restore the surface of the Temporary Easement Premises to smooth contours; and
- (c) restore Grantor's fences, driveways, and permanent structures disturbed by the City's use of the Temporary Easement Premises to a reasonable approximation of the condition that existed prior to such use.

6. Authority and Warranty of Title. Each party executing this Agreement as or on behalf of the Grantor represents and warrants that he/she/they are authorized to execute this Agreement. The Grantor warrants that the Grantor is the owner of the Property and has the right, title and capacity to grant the Temporary Easement Premises to the City.

7. Indemnity. The City shall indemnify and hold the Grantor harmless from any liability, claims, suits, demands, actions, loss, damage, and expense for injury to persons or damage to property caused by the City, or the City's agents, employees, representatives, designees, contractors, guests, invitees, successors and assigns, and all others acting by or on behalf of the City, in the exercise of the rights granted under this Agreement, except to the extent resulting from Grantor's negligence or intentional misconduct.

8. Cooperation. Grantor and the City agree to cooperate and execute all future documents, including, but not limited to, any instrument if so requested by either party to confirm this Agreement, re-grant the Temporary Easement Premises, carry out the transactions contemplated by this Agreement, or as may be necessary or desired for recording purposes.

9. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the heirs, successors and assigns of the respective parties hereto and shall run with the title to the Property.

10. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois.

11. Effect of Invalidity. In the event that any court of competent jurisdiction determines that any covenant, term or condition of this Agreement as applied to any particular facts or circumstances is wholly or partially invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect such covenant, term or condition as the same applies to other facts or circumstances (unless the effect of such determination precludes the application of such covenant, term or condition to other facts or circumstances), nor shall it affect the validity, legality or enforceability of the other covenants, terms and conditions of this Agreement.

12. Entire Agreement. This Agreement represents the entire agreement between the Grantor and the City and supersedes any prior agreements relating to the subject matter of this Agreement. This Agreement may be modified or amended only by a written instrument duly authorized and executed by the parties.

13. Right of Homestead. Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

LOCAL 197, IBEW BUILDING CORPORATION,
An Illinois Not-For-Profit Corporation

By: Bill L. Kutz

Attest:

M. D. Rales

STATE OF ILLINOIS)
) SS.
COUNTY OF MCLEAN)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Richard L. Vedengruber and Michael D. Rales of Local 197, IBEW Building Corporation, an Illinois Not-For-Profit Corporation, personally known to me to be the Financial Secretary and President, respectively, of said corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Richard L. Vedengruber and Michael D. Rales, they signed, sealed, and delivered the foregoing instrument and caused the corporate seal of said corporation to be affixed thereto, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, pursuant to authority of its Board of Directors, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23rd day of August, 2018.

Sara Hennigh
Notary Public



CITY OF BLOOMINGTON,
a Municipal Corporation

By: _____

STATE OF ILLINOIS)
)
COUNTY OF MCLEAN) SS.

I, the undersigned, a Notary Public in and for the above County and State, HEREBY CERTIFY that _____, as _____ of the City of Bloomington, an Illinois municipal corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he or she signed, sealed, and delivered said instrument, pursuant to authority, as the free and voluntary act of the City of Bloomington for the uses and purposes therein stated.

Given under my hand and seal, this _____ day of _____, 2018.

Notary Public

Exempt under provisions of Paragraph (b) of Section 31-45 of the Real Estate Transfer Tax Law, 35 ILCS 200/31-45. Dated: _____ _____ Buyer, Seller or Representative

APPENDIX A

Description of Property

A part of the Southeast 1/4 of Section 18, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows:

Beginning at the Northwest corner of Lot 1 in Industrial Park Subdivision on the Easterly right of way line of the Southern Pacific Railroad, said point lying 100 feet Easterly of the main track centerline of said Southern Pacific Railroad; thence North 24 degrees 34 minutes 00 seconds East, 992.02 feet parallel with main track centerline to the South right of way line of a public road as shown on a right of way plat recorded in Plat Book 14, Page 134 in the McLean County Recorder of Deeds Office; thence South 67 degrees 31 minutes 45 seconds East, 19.54 feet on said South right of way line; thence Southeasterly on said right of way line 107.87 feet on a tangential curve concave to the Northeast having a central angle of 12 degrees 35 minutes 43 seconds, a radius of 490.70 feet and a chord of 107.65 feet bearing South 73 degrees 49 minutes 37 seconds <e, from the last described course to the Westerly right of way line of F.A.I. Route 55/F.A.I. Route 74 as shown on said right of way plat recorded in Plat Book 14, Page 134 in the McLean County Recorder of Deeds Office; thence South 06 degrees 39 minutes 19 seconds East, 180.41 feet on said Westerly right of way line; thence South 16 degrees 19 minutes 49 seconds East, 193.29 feet on said right of way line; thence South 35 degrees 47 minutes 30 seconds East, 318.18 feet on said right of way line; thence South 17 degrees 54 minutes 09 seconds East, 146.71 feet on said right of way line to the Northeast corner of Lot 1 in Industrial Park Subdivision; thence South 88 degrees 17 minutes 29 seconds West, 412.47 feet on the North line of said Lot 1 to the corner of said Lot 1; thence South 00 degrees 57 minutes 16 seconds East, 78.80 feet to the corner of said Lot 1; thence South 88 degrees 29 minutes 32 seconds West, 429.50 feet on the North line of said Lot 1 to the point of beginning, in McLEAN COUNTY, ILLINOIS.

Common Address: 2407 Fox Creek Road, Bloomington, Illinois

Parcel Identification No.: 21-18-403-002

APPENDIX B

Description of Temporary Easement

That part of the Southeast Quarter of Section 18, Township 23 North, Range 2, East of the Third Principal Meridian, in McLean County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), with a combined factor of 0.9998419229, described as follows:

Beginning at the intersection of the easterly right of way line of the Union Pacific Railroad and the southerly right of way line of Fox Creek Road; thence South 67 degrees 32 minutes 23 seconds East along said southerly right of way, 19.54 feet; thence continuing easterly along said southerly right of way 107.87 feet along a curve to the left, having a radius of 490.70 feet, the chord of said curve bears South 73 degrees 50 minutes 15 seconds East, 107.65 feet to the west line of Beich Road; thence South 6 degrees 39 minutes 57 seconds East along said west line, 180.41 feet to an angle point in said west line; thence continuing along said west line South 16 degrees 20 minutes 27 seconds East, 135.00 feet; thence North 89 degrees 55 minutes 17 seconds West, 338.14 feet to said easterly right of way line of the Union Pacific Railroad; thence North 24 degrees 31 minutes 47 seconds East along said line, 380.00 feet to the Point of Beginning.

Said part contains 1.693 acre (73,756 square feet), more or less.

**BASIS FOR COMPUTING
COMPENSATION**

ROUTE: Fox Creek Road
SECTION:
COUNTY: McLean Co.
JOB NUMBER:
PARCEL: 0000002TE
STATION: 140+65.75 to
142+95.98
OWNER: International
Brotherhood of
Electrical Workers,
Local 197 Building
Corporation
INDEX: 21-18-403-002

1. Existing Property:

Total Area: 8.633 acres
Estimated Fair Market Value (Land Only): \$564,100.00

2. Property to be Acquired:

Temporary Easement: 1.693 acres

3. Compensation for Acquisition:

Temporary Easement: \$4,414.00
Damage to Remaining Property (if any): _____
TOTAL COMPENSATION*: \$4,414.00

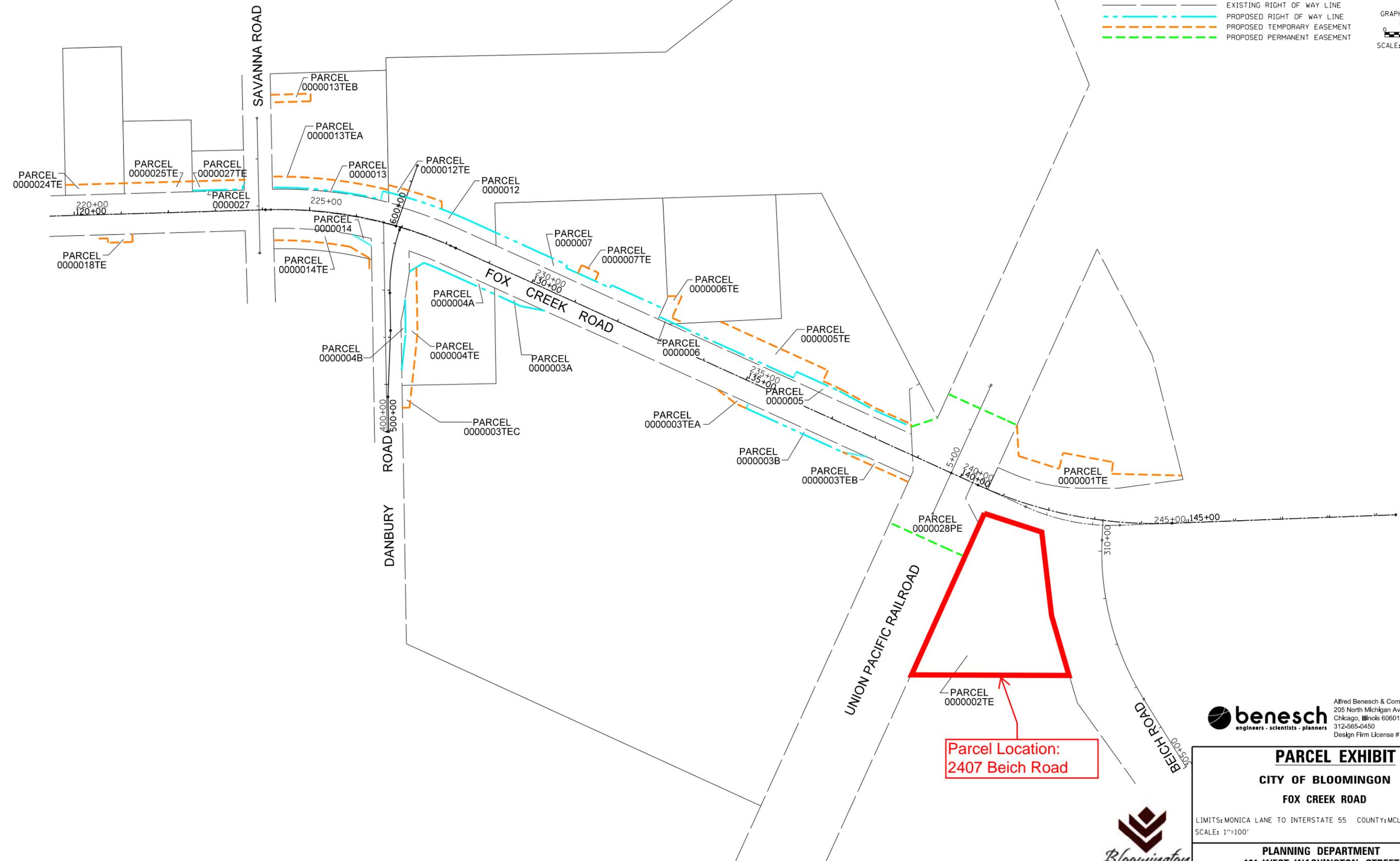
*The minimum total compensation is \$300

Easements and Right of Way for Fox Creek Road Improvements

LEGEND

- PROPOSED CENTERLINE
- - - EXISTING RIGHT OF WAY LINE
- PROPOSED RIGHT OF WAY LINE
- - - PROPOSED TEMPORARY EASEMENT
- - - PROPOSED PERMANENT EASEMENT

GRAPHIC SCALE
 FEET
 0 100
 SCALE: 1" = 100'



Parcel Location:
2407 Beich Road

benesch
 engineers · scientists · planners
 Alfred Benesch & Company
 205 North Michigan Avenue, Suite 2400
 Chicago, Illinois 60601
 312-565-0450
 Design Firm License # 184.000882

PARCEL EXHIBIT
CITY OF BLOOMINGTON
FOX CREEK ROAD
 LIMITS: MONICA LANE TO INTERSTATE 55 COUNTY: MCLEAN
 SCALE: 1"=100'

PLANNING DEPARTMENT
 401 WEST WASHINGTON STREET
 BLOOMINGTON, IL 61701





CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: September 24, 2018

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of a Temporary Easement Agreement with Connect Transit, so the company can install bus shelters and benches to temporarily relocate the Downtown Transfer Center during construction on Front Street, as requested by the Public Works Department.

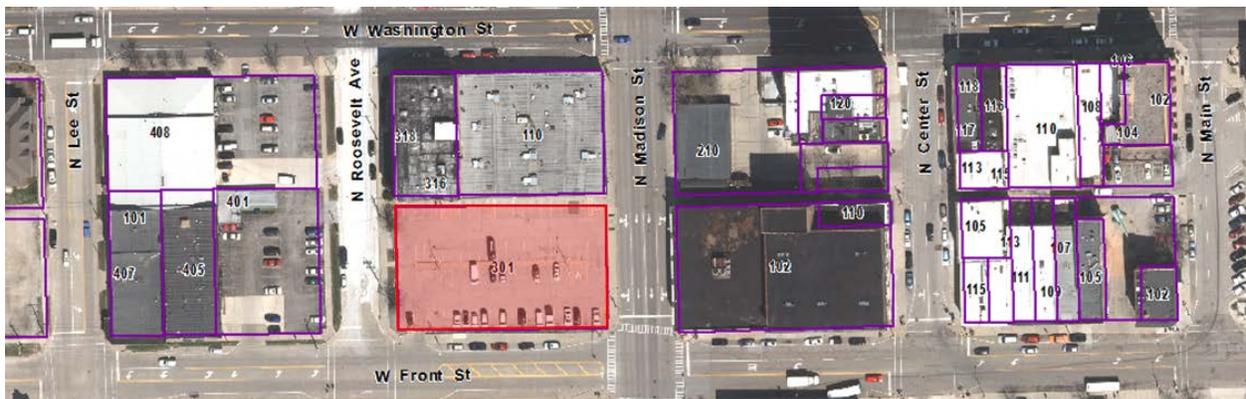
RECOMMENDATION/MOTION: That the Temporary Easement Agreement with Connect Transit so the company can install bus shelters and benches to temporarily relocate the Downtown Transfer Center during construction on Front Street be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE: Objective 3e. Strong working relationship among the City, businesses, economic development organizations

BACKGROUND: Public Works recommends the approval of a Temporary Easement Agreement with Connect Transit. The agreement will allow the company to utilize the Butler Lot, located at the intersection of Roosevelt Ave and Front Street, to install bus shelters and benches to relocate the Downtown Transfer Center during sidewalk, median, and road construction on Front Street, from Madison Street to East Street.

This temporary relocation will benefit both parties, because it will increase passenger safety by providing a safer waiting area, and increase construction crew safety by eliminating bus traffic during construction. In addition, the temporary relocation makes it easier for bus drivers to pick up and drop off passengers, because they won't have to navigate through a construction zone.



The details of the agreement and location of the parcel in question can be found in the attached agreement and location map. Once these documents are approved, the City Clerk will record them with the McLean County Recorder's Office.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Connect Transit

FINANCIAL IMPACT: There will be no financial impact to the City to approve this Temporary Easement Agreement. Connect Transit paid all survey and plat costs.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Michael Hill, Miscellaneous Technical Assistant

Reviewed By: Jim Karch, P.E., MPA, Director of Public Works

Finance & Budgetary Review By: Chris Tomerlin, Budget Analyst
Scott Rathbun, Finance Director

Legal Review By: George D. Boyle, Assistant Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- Agreement
- Exhibit

Prepared By and
After recording, return to:

George D. Boyle
Assistant Corporation Counsel
City of Bloomington
109 E. Olive Street
Bloomington Illinois 61701
Telephone: 309-434-2213
Email: gboyle@cityblm.org

EASEMENT AGREEMENT

THIS INDENTURE WITNESSETH that the City of Bloomington, McLean County, Illinois, a Municipal Corporation, hereinafter referred to as “Grantor” for and in consideration of TEN and No/100 (\$10.00) DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, gives, grants, conveys and dedicates to Bloomington Normal Public Transit System d/b/a Connect Transit, an Illinois inter-governmental agency, hereinafter referred to as “Grantee”, a temporary easement over, upon, under and across that portion of the property commonly known as 301 West Front Street, Bloomington, Illinois (PIN # 21-04-336-005), that is approximately depicted on the attached Exhibit A for the sole and exclusive purpose of erecting, maintaining, and operating a shelter for bus customers (bus stop shelter) on said property, together with all necessary appurtenances thereto including reasonable and necessary ingress and egress and use by customers of Grantee.

1. Grantee, together with its customers, employees, agents and contractors, shall have the free right of ingress and egress to the Easement Property for the purposes described above, subject to the following conditions:

- (a) Grantee shall provide orange construction safety fence around the area containing the bus stop shelter and benches. The fence shall isolate the area and extend from the grass parkway along Roosevelt Street to the raised center median in the parking lot and back to the grass parkway along Roosevelt Street, as shown on the attached exhibit.
- (b) The required fencing shall be placed so as not to block the entrance/exit onto Roosevelt Street, the entrance/exit onto Front Street, or traffic circulating throughout the lot, other than the portion of the west side of the lot where the shelter and appurtenances will be located.
- (c) Grantee shall maintain the orange construction safety fence in a proper, upright manner at all times.

- (d) Grantee shall be responsible for maintaining the fenced area in a clean manner, including removal and disposal of any waste or refuse that accumulates at the shelter site.

2. Grantee agrees to indemnify and hold Grantor harmless from any and all liability, damage, expense, cause of action, suits, claims or judgments arising from injury to persons and/or property while using the bus stop shelter which arise out of the negligence of Grantee, its agents, employees or assigns in the exercise of the rights under this Easement, provided however the foregoing shall not limit or waive any immunities available to Grantee pursuant to Illinois law and the Illinois Governmental and Governmental Employees Tort Immunity Act. Furthermore the obligations of Grantee under this section do not apply where Grantor, Grantor's agents, invitees, or assigns are grossly negligent or legally responsible for the injury or property damage. Grantee will hold the Grantor harmless from any damage resulting to items placed in or around the shelter or easement area by Grantee. Grantor will not be liable for any damage, theft, misappropriation, or loss of Grantee's property. Grantee shall further hold Grantor harmless from any injury or claim of injury of persons utilizing the shelter or appurtenances and shall indemnify Grantor from any such claims.

3. Grantee shall have the right to place, build, construct, erect and maintain a temporary bus stop shelter and appurtenances on the Easement Property.

4. Upon termination of this temporary easement, Grantee shall, at its sole cost and expense, promptly remove all of Grantee's property, installations, fixtures, equipment, and debris. Grantee shall restore any surface area which the Grantee or its agents dig, excavate or otherwise disturb to a condition reasonably similar to the condition that existed prior to construction and placement of the bus stop shelter on the Easement Property while accommodating placement and use of the bus stop shelter.

5. Grantee agrees to maintain the bus stop shelter constructed in the Easement Property in good condition.

6. This temporary easement shall take effect upon having been signed by an official representative of each party, and all rights of Grantee in and to the Easement Property shall terminate December 31, 2018, unless earlier terminated by a written agreement between the parties. This easement agreement may be extended for a period not to exceed 180 days by a written supplemental agreement signed by an official representative of each party.

7. Notices. Any notice, demand, or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified first class mail, postage prepaid, return receipt requested:

If to Grantor: City of Bloomington
Attn: Legal Department
109 E. Olive Street
Bloomington, IL 61701

With copy to: City of Bloomington
Attn: Public Works
109 E. Olive Street
Bloomington, IL 61701

If to Grantee: Bloomington Normal Public Transit System
d/b/a Connect Transit
351 Wylie Drive
Normal, IL 61761

Any notice, demand, or communication given pursuant to clause (a) hereof shall be deemed received upon such personal service. Any notice, demand, or communication given pursuant to clause (b) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand, or communication sent pursuant to clause (c) shall be deemed received three business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demand, or communications shall be given.

8. Entire Agreement. The language in this Easement shall be interpreted as to its fair meaning and not strictly for or against any party. This Easement constitutes the entire agreement between the parties and as to the easement granted herein and supersedes any prior agreements, negotiations, and discussions. This Easement may not be modified or amended in any manner without the prior written consent of the parties hereto. No term of this Easement may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party benefited by such term. This Easement supersedes and covers all agreements and stipulations between Grantor and Grantee regarding the placement of a bus shelter on the Easement Property.

9. Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Easement.

10. Governing Law. This Easement shall be governed by and construed in accordance with the laws of the State of Illinois.

11. Headings. The headings of the various sections and subsections of this Easement have been inserted for convenience of reference only and shall not in any manner be construed as modifying, amending, or affecting in any way the express terms and provisions hereof.

12. Severability. If any provisions of this Easement, or any paragraph, sentence, clause, phrase, or word, or the application thereof is held invalid, the remainder of this Easement shall be construed as if such invalid part were never included and this Easement shall be and remain valid and enforceable to the fullest extent permitted by law.

13. Successor and Assigns. The terms, conditions, and covenants of this Easement shall bind the parties hereto and their respective heirs, executors, administrators, successors, and assigns

and shall run with the land. The easement granted hereby shall run with the land and be enforceable by the Grantee for the benefit of the general public.

14. Counterparts. This Easement may be executed in two or more counterparts, each of which shall be deemed an original instrument and all of which together shall constitute one and the same instrument. A facsimile signature shall be deemed an original signature.

DATED this ____ day of _____, 201_.

GRANTOR:
City of Bloomington, McLean County,
a Municipal Corporation

By: _____
Tari Renner
Mayor

ATTEST:

Cherry Lawson
City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, the undersigned, a notary public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Tari Renner, personally known to me to be the Mayor of the City of Bloomington, and Cherry L. Lawson, personally known to me to be the City Clerk of said Municipal Corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk they signed and delivered the said instrument of writing as Mayor and City Clerk of said Municipal Corporation, and caused the seal of said Municipal Corporation to be affixed thereto, pursuant to authority given by the City Council of said Municipal Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Municipal Corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, A.D. 201_.

Notary Public

GRANTEE:
Bloomington Normal Public Transit System
d/b/a Connect Transit, an Illinois
inter-governmental agency

By: _____
Name:
Title:

STATE OF ILLINOIS)
) SS
COUNTY OF McLean)

I, the undersigned, a Notary Public in and for the County, and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of Bloomington Normal Public Transit System d/b/a Connect Transit, an Illinois inter-governmental agency, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____, he/she signed and delivered the said instrument and, pursuant to authority given by the agency, as his/her free and voluntary act, and as the free and voluntary act and deed of said agency, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, A.D. 201_.

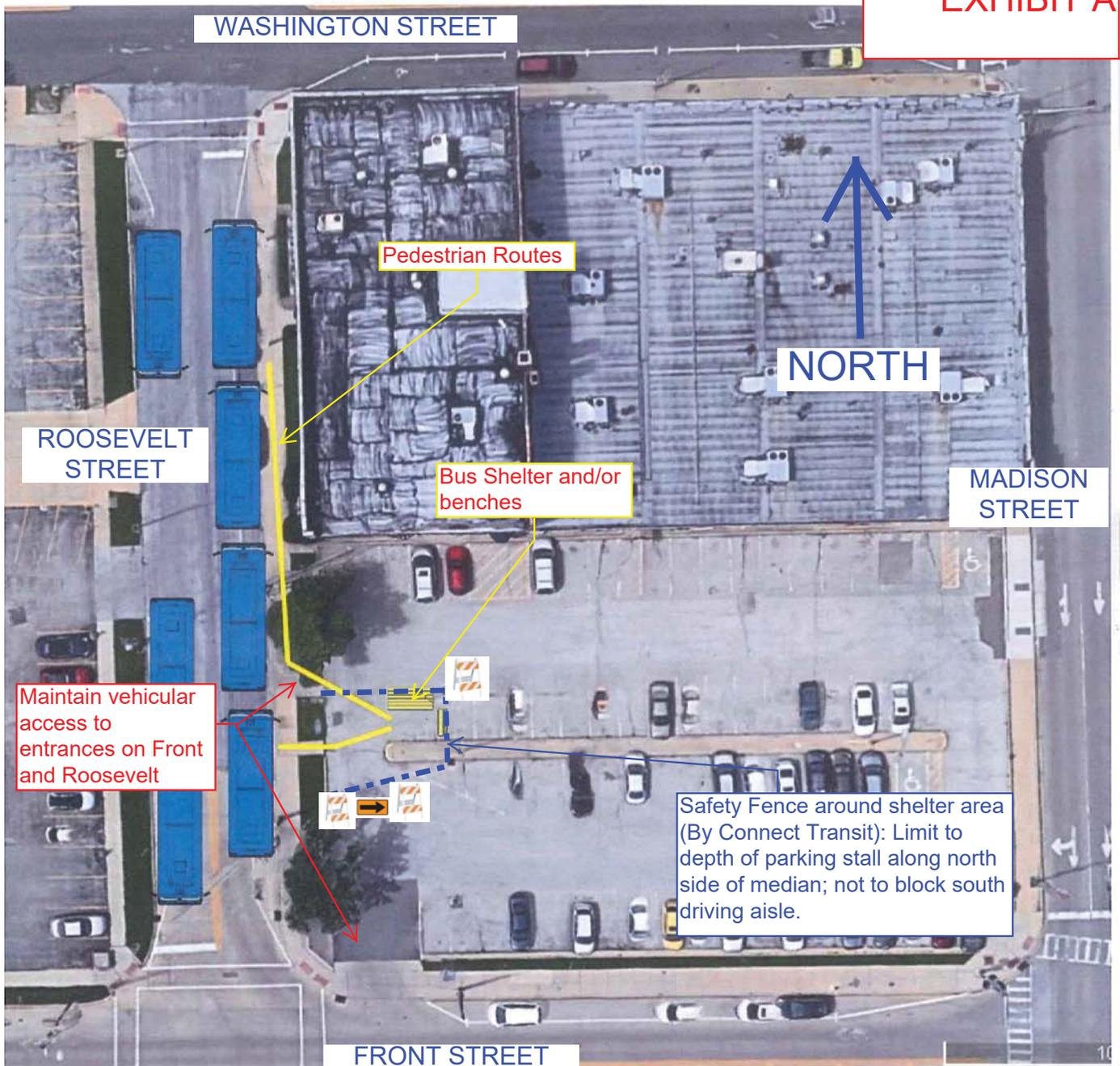
Notary Public

Please send tax bills to: Grantor

This document was prepared by:

George D. Boyle
Assistant Corporation Counsel
City of Bloomington
109 E. Olive Street
Bloomington Illinois 61701
Telephone: 309-434-2213
Email: gboyle@cityblm.org

EXHIBIT A





CONSENT AGENDA ITEM NO. 7G

FOR COUNCIL: September 24, 2018

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of a Roadway Dedication Agreement with American Legion, Louis E Davis Post #56, in conjunction with the Fox Creek Road Improvement Project, in the amount of \$379, as requested by the Public Works Department.

RECOMMENDATION/MOTION: The Road Dedication Agreement with American Legion, Louis E Davis Post #56, in conjunction with the Fox Creek Road Improvement Project, in the amount of \$379, be approved, and the City Manager and City Clerk be authorized to execute the necessary documents.

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

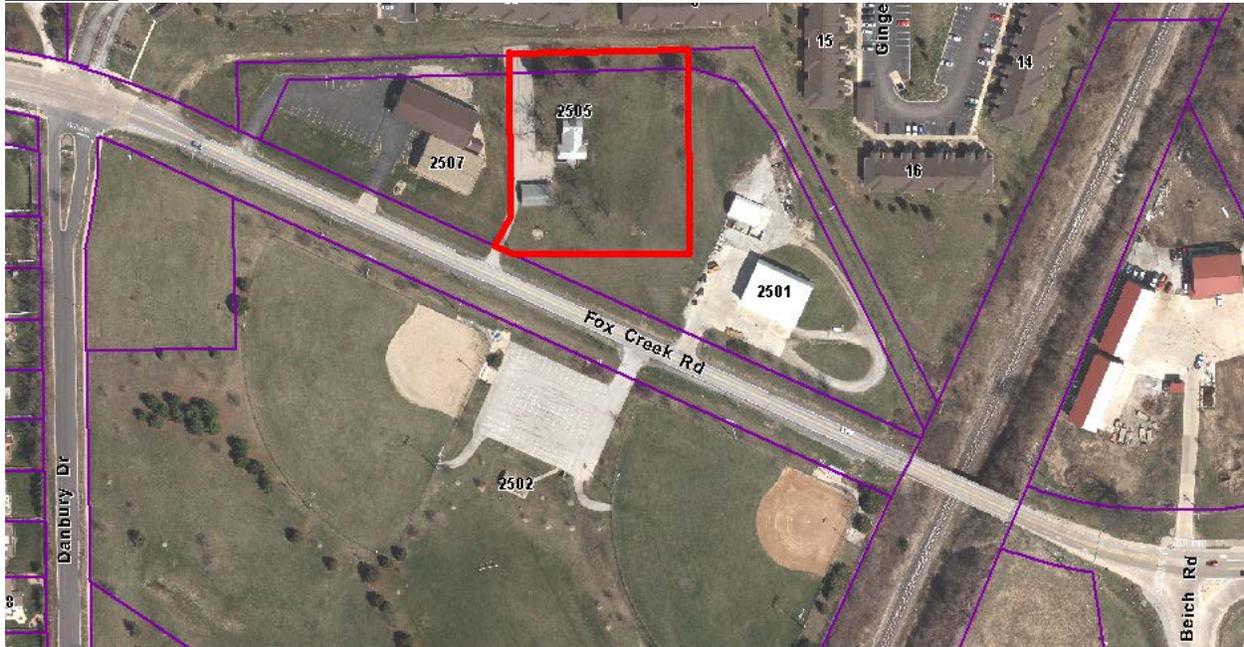
STRATEGIC PLAN SIGNIFICANCE: Objective 2a. Better quality roads and sidewalks

BACKGROUND: The Public Works Department is recommending the approval of a Roadway Dedication Agreement with American Legion, Louis E Davis Post #56, in the amount of \$379. The agreement includes the purchase of a small amount of Right-Of-Way and Temporary Easement which is needed for the construction of the Fox Creek Road Improvement Project from Danbury Drive to Beich Road. The construction is scheduled for groundbreaking in 2019. The details of the agreement and location of the parcel in question can be found in the attached agreement and location map. Once these documents are approved, the City Clerk will record them with the McLean County Recorder's Office. In order to complete this project, staff is working on acquiring easements and/or rights-of-way for approximately 15 other parcels.

Project Need

The existing bridge at Fox Creek Road, built in 1981, is too narrow to accommodate the projected volume of vehicle traffic, and it does not safely accommodate pedestrians or bicyclists. Fox Creek Road is an important east-west collector roadway linking existing and emerging residential areas in the south and western areas of the City with the central section. It is one of only three routes that cross US-51/I-55/I-74. The Union Pacific Railroad that services both Amtrak passenger and freight cars is located underneath the bridge.

Location



Project Design Schedule

The City of Bloomington began planning the reconstruction of the Fox Creek Bridge and the adjacent roads in 2014. In April 2017, the City filed a petition with the Illinois Commerce Commission (ICC), because, as of May 2016, Union Pacific (UP) has changed its design standards. The proposed 1 span bridge no longer conforms to UP standards. UP expected the City to build to their new standards, which would require the bridge to span 3 tracks and 2 access roads for their service vehicles. This petition is still outstanding, and has delayed the project. The judge has verbally ruled in the City's favor, but has yet to write the ruling. Staff expects that to be completed within a month. Construction is scheduled to begin in 2019, and is expected to be completed in 2020. The ICC ruling will require completion by December 31, 2021.

Project Cost

The total projected cost of the project is about \$6.2 million, and 60 percent of qualified bridge replacement costs are eligible for reimbursement from the ICC's Grade Crossing Protection Funds (GCPF). The City will use Motor Fuel Tax to pay for the remaining 40 percent of the cost of the bridge and for the cost of the roadway leading to the bridge. The bridge that would comply with the 2016 Union Pacific design standards is estimated to cost an additional \$800,000.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: American Legion, Louis E Davis Post #56.

FINANCIAL IMPACT: Funds will be allocated from the Motor Fuel Tax-Land account (20300300-72510) in the amount of \$379 as consideration for this agreement. Stakeholders can locate this in the FY 2019 Budget Book titled "Other Funds & Capital Improvement" on pages 8, 243, 248, 253 & 254.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Luke Thoele, P.E., Civil Engineer II
Michael Hill, Miscellaneous Technical Assistant

Reviewed By: Jim Karch, P.E., MPA, Director of Public Works

Finance & Budgetary Review By: Chris Tomerlin, Budget Analyst
Scott Rathbun, Finance Director

Water/Community Dev. Review By: Bob Mahrt, Community Development Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- Agreement
- Map

Prepared by / Return to:

Sorling Northrup
Jeffrey R. Jurgens and
Aaron D. Evans, of Counsel
1 North Old State Capitol Plaza
Suite 200
P.O. Box 5131
Springfield, IL 62705
Telephone: 217-544-1144
Fax: 217-522-3173

ROAD DEDICATION AGREEMENT

This Road Dedication Agreement (this “**Agreement**”) is made as of _____ 2018, by and between American Legion, Louis E Davis Post #56, Inc., an Illinois Not-For-Profit Corporation (the “**Grantor**”), and the City of Bloomington, Illinois, a Municipal Corporation (the “**City**”).

RECITALS

- A. Grantor owns certain real property lying adjacent to Fox Creek Road, Bloomington, Illinois, and more particularly described in Appendix A attached hereto (the “**Property**”).
- B. The City proposes to widen Fox Creek Road and construct certain improvements to the public right-of-way and its appurtenances (collectively, the “**Improvements**”).
- C. In order to facilitate the Improvements, Grantor agrees to dedicate to the City certain portions of the Property and grant to the City certain temporary easements over the Property.

Now therefore, in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the City agree as follows:

AGREEMENT

1. **Dedication of Right-of-Way.** Grantor hereby grants, conveys and dedicates unto the City the property legally described in Appendix B attached hereto and shown on the plat recorded as document number _____ in the office of the County Recorder of McClean County, Illinois (the “**Right-of-Way**”), to be used and held by the City for street, road, highway, right-of-way, drainage, and utility purposes, and the City hereby accepts the same.

2. **Grant of Temporary Easement.** Grantor hereby grants and conveys unto the City a temporary easement in, on, over, under, through and across the property legally described in Appendix C attached hereto (the “**Temporary Easement Premises**”) for the uses and purposes described herein.

3. **Scope of Temporary Easement.** The City and the City’s agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of the City, shall have the right, privilege, and easement to use and occupy the Temporary Easement Premises at all times convenient and necessary for purposes of facilitating the construction of the Improvements, including but not limited to the right of entry, access, occupation, staging, sloping, grading, clearing, grubbing, excavating, and storage of equipment, materials, and excavated earth. The City has the right to alter the slope or grade of the Temporary Easement Premises and the right to trim, cut down and/or eliminate trees, shrubbery, undergrowth, brush or other landscaping, as well as to remove other obstructions or possible hazards, within the Temporary Easement Premises to the extent, in the sole judgment of the City, necessary to prevent interference with the efficient, safe or convenient construction of the Improvements.

4. **Term of Temporary Easement.** The City’s rights in and to the Temporary Easement Premises shall expire upon completion of the construction and installation of the Improvements, restoration of the Property, and final inspection. In any event, the term of the grant of the Temporary Easement Premises shall not exceed a period of five (5) years from the date of this Agreement.

5. **Consideration.** The City agrees to pay to Grantor the sum of \$379.00 as consideration for this Agreement. Said sum includes the market value of the Right-of-Way and Temporary Easement Premises conveyed by Grantor and any and all damage to the Property related to the construction of the Improvements.

6. **Restoration of Property.** Upon the initial construction and installation of the Improvements, the City shall:

- (a) remove from the Temporary Easement Premises all debris, surplus material, and construction equipment;
- (b) blend grades and elevations of land and driveways and restore the surface of the Temporary Easement Premises to smooth contours; and
- (c) restore Grantor’s fences, driveways, and permanent structures disturbed by the City’s use of the Temporary Easement Premises to a reasonable approximation of the condition that existed prior to such use.

7. **Authority and Warranty of Title.** Each party executing this Agreement as or on behalf of the Grantor represents and warrants that he/she/they are authorized to execute this Agreement. The Grantor warrants that the Grantor is the owner of the Property and has the right, title and capacity to convey the Right-of-Way and Temporary Easement Premises to the City.

8. Indemnity. The City shall indemnify and hold the Grantor harmless from any liability, claims, suits, demands, actions, loss, damage, and expense for injury to persons or damage to property caused by the City, or the City's agents, employees, representatives, designees, contractors, guests, invitees, successors and assigns, and all others acting by or on behalf of the City, in the exercise of the rights granted under this Agreement, except to the extent resulting from Grantor's negligence or intentional misconduct.

9. Cooperation. Grantor and the City agree to cooperate and execute all future documents, including, but not limited to, any instrument if so requested by either party to confirm this Agreement, re-grant the Right-of-Way and/or Temporary Easement Premises, carry out the transactions contemplated by this Agreement, or as may be necessary or desired for recording purposes.

10. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the heirs, successors and assigns of the respective parties hereto and shall run with the title to the Property.

11. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois.

12. Effect of Invalidity. In the event that any court of competent jurisdiction determines that any covenant, term or condition of this Agreement as applied to any particular facts or circumstances is wholly or partially invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect such covenant, term or condition as the same applies to other facts or circumstances (unless the effect of such determination precludes the application of such covenant, term or condition to other facts or circumstances), nor shall it affect the validity, legality or enforceability of the other covenants, terms and conditions of this Agreement.

13. Entire Agreement. This Agreement represents the entire agreement between the Grantor and the City and supersedes any prior agreements relating to the subject matter of this Agreement. This Agreement may be modified or amended only by a written instrument duly authorized and executed by the parties.

14. Right of Homestead. Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

AMERICAN LEGION,
LOUIS E DAVIS POST #56, INC.,
An Illinois Not-For-Profit Corporation

By: David L. Turley
Finance Officer

Attest:

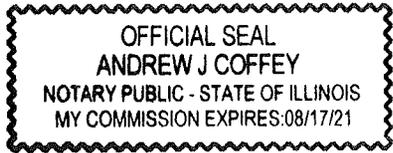
Andrew J Coffey

STATE OF ILLINOIS)
) SS.
COUNTY OF MCLEAN)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that David L. Turley and _____ of American Legion, Louis E. Davis Post #56, Inc., an Illinois Not-For-Profit Corporation, personally known to me to be the Finance Officer and _____, respectively, of said corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such David L. Turley and _____, ~~they~~ signed, sealed, and delivered the foregoing instrument and caused the corporate seal of said corporation to be affixed thereto, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, pursuant to authority of its Board of Directors, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22 day of August, ~~2017~~
2018

Andrew J Coffey
Notary Public



CITY OF BLOOMINGTON,
a Municipal Corporation

By: _____

STATE OF ILLINOIS)
)
COUNTY OF MCLEAN) SS.

I, the undersigned, a Notary Public in and for the above County and State, HEREBY CERTIFY that _____, as _____ of the City of Bloomington, an Illinois municipal corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he or she signed, sealed, and delivered said instrument, pursuant to authority, as the free and voluntary act of the City of Bloomington for the uses and purposes therein stated.

Given under my hand and seal, this _____ day of _____, 2018,

Notary Public

Exempt under provisions of Paragraph (b) of Section 31-45 of the Real Estate Transfer Tax Law, 35 ILCS 200/31-45.
Dated: _____

Buyer, Seller or Representative

APPENDIX A

Description of Property

TRACT NO. 1:

A part of Lot 4 in the Southeast 1/4 of Section 18, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as: Commencing at the Northwest corner of said Lot 4: thence East 582.6 feet along the North line of said Lot 4 to the point of beginning; thence South 275 feet; thence East 240 feet along a line parallel to the North line of said Lot 4; thence North 275 feet; thence West 240 feet along the North line of said Lot 4 to the point of beginning, in McLEAN COUNTY, ILLINOIS.

TRACT NO. 2:

A part of Lot 1 in Capen's Subdivision of parts of Sections 13 and 14, Township 23 North, Range 1 East of the Third Principal Meridian, and parts of Section 18 and 19, Township 23 North, Range 2 East of the Third Principal Meridian, and part of Lot 4 in the Southeast 1/4 of Section 18, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows:

Commencing as a point of reference at the Northwest corner of Lot 1 in Capen's Subdivision thence North 87 degrees 51 minutes 21 second East (assumed bearing) 38.48 feet to the center of Section 18; thence North 87 degrees 51 minutes 21 seconds East 582.45 feet along the North line of the Southeast 1/4 of said Section 18; thence South 3 degrees 10 minutes 39 seconds East, 212.54 feet to the point of beginning. From said point of beginning, thence South 3 degrees 10 minutes 39 seconds East, 55.00 feet to the Northeasterly right of way line of Fox Creek Road; thence North 66 degrees 04 minutes 33 seconds West, 25.00 feet along the Northeasterly right of way line of Fox Creek Road; thence North 23 degrees 51 minutes 29 seconds East 48.96 feet to the point of beginning, in McLEAN COUNTY, ILLINOIS.

Common Address: 2505 Fox Creek Road, Bloomington, Illinois

Parcel Identification No.: 21-18-401-019

APPENDIX B

Description of Right-of-Way

That part of the Southeast Quarter of Section 18, Township 23, North Range 2, East of the Third Principal Meridian, in McLean County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), with a combined factor of 0.9998419229, described as follows:

Commencing at the northwest corner of the Southeast Quarter of said Section 18; thence North 88 degrees 18 minutes 33 seconds East, 582.45 feet to the west line of the exception to the property as described in a deed recorded August 4, 1978 as Document No. 78-11514; thence South 2 degrees 43 minutes 46 seconds East, 212.49 feet; thence South 24 degrees 18 minutes 22 seconds West, 43.38 feet to the Point of Beginning; thence South 65 degrees 37 minutes 54 seconds East, 35.87 feet to the south line of said exception; thence South 87 degrees 10 minutes 33 seconds West, 12.22 feet along said south line to the north right of way of Fox Creek Road; thence North 65 degrees 37 minutes 54 seconds West, 25.00 feet along said north right of way; thence North 24 degrees 18 minutes 22 seconds East, 5.58 feet back to the Point of Beginning.

Said part contains 0.004 acres (169.93 square feet), more or less.

APPENDIX C

Description of Temporary Easement

That part of the Southeast Quarter of Section 18, Township 23, North Range 2, East of the Third Principal Meridian, in McLean County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), with a combined factor of 0.9998419229, described as follows:

Commencing at the northwest corner of the Southeast Quarter of said Section 18; thence North 88 degrees 18 minutes 33 seconds East, 582.45 feet to the west line of the exception to the property as described in a deed recorded August 4, 1978 as Document No. 78-11514; thence South 2 degrees 43 minutes 46 seconds East, 208.46 feet to the Point of Beginning; thence North 89 degrees 10 minutes 56 seconds East, 30.74 feet; thence South 24 degrees 18 minutes 22 seconds West, 50.63 feet; thence South 65 degrees 37 minutes 54 seconds East, 28.21 feet to the south line of said exception; thence South 87 degrees 10 minutes 33 seconds West, 20.61 feet along said south line; thence North 65 degrees 37 minutes 54 seconds West, 35.87 feet; thence North 24 degrees 18 minutes 22 seconds East, 43.38 feet; thence North 2 degrees 43 minutes 46 seconds West, 4.03 feet to the Point of Beginning.

Said part contains 0.036 acres (1586 square feet), more or less.

**BASIS FOR COMPUTING
COMPENSATION**

ROUTE: Fox Creek Road
SECTION:
COUNTY: McLean Co.
JOB NUMBER:
PARCEL:
STATION:
OWNER: American Legion,
Louis E Davis Post
#56, Inc.
INDEX: 21-18-401-019

1. Existing Property:

Total Area: 1.474 acres
Estimated Fair Market Value (Land Only): \$73,140.00

2. Property to be Acquired:

Permanent Right of Way: 0.004 acres
Temporary Easement: 0.036 acres

3. Compensation for Acquisition:

Permanent Right of Way:	\$261.00
Temporary Easement:	\$118.00
Damage to Remaining Property (if any):	_____
TOTAL COMPENSATION*:	\$379.00

*The minimum total compensation is \$300

Easements and Right of Way for Fox Creek Road Improvements

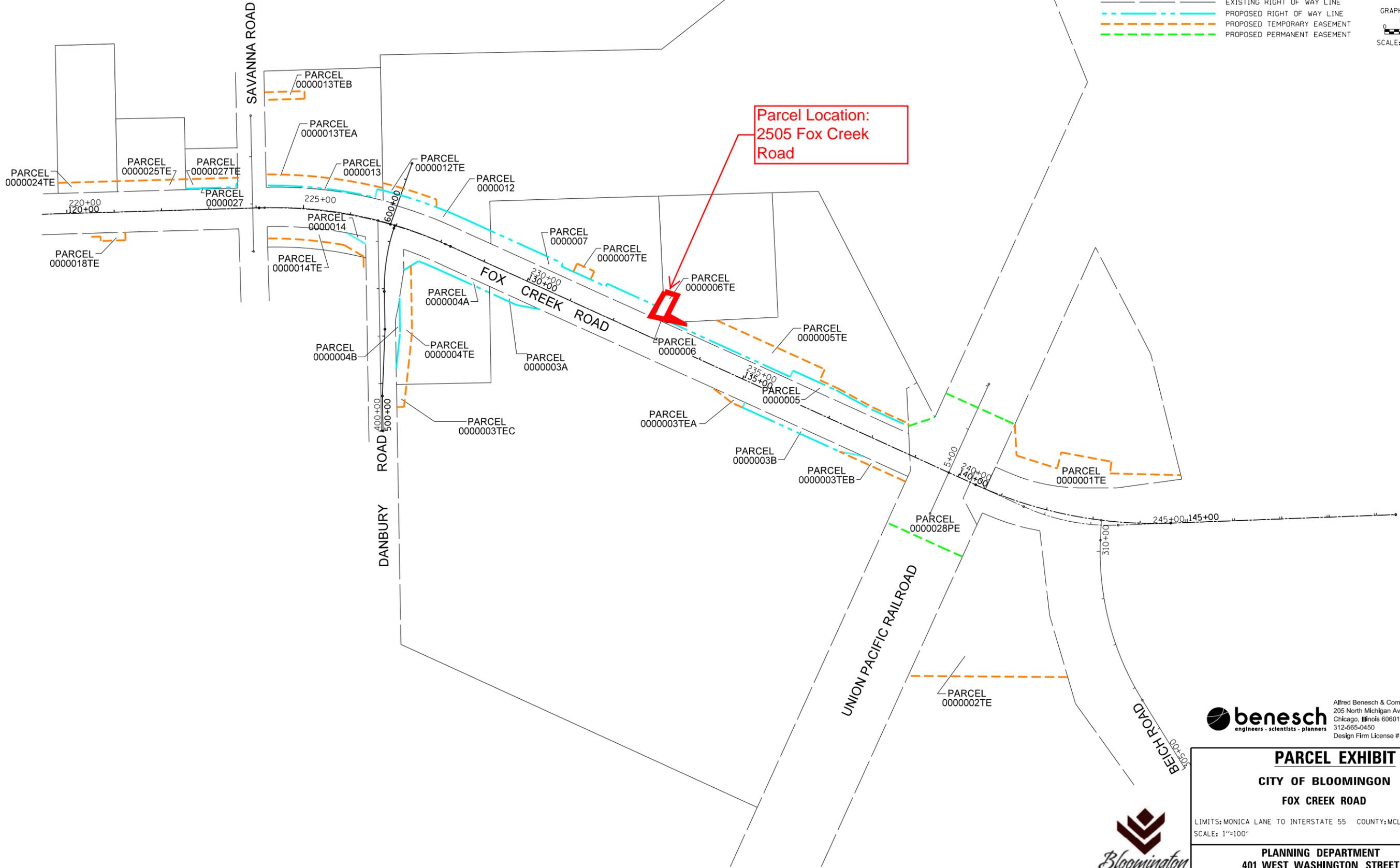
LEGEND

- PROPOSED CENTERLINE
- - - EXISTING RIGHT OF WAY LINE
- PROPOSED RIGHT OF WAY LINE
- - - PROPOSED TEMPORARY EASEMENT
- - - PROPOSED PERMANENT EASEMENT

GRAPHIC SCALE
 FEET
 0 100
 SCALE: 1" = 100'



Parcel Location:
2505 Fox Creek Road



PARCEL EXHIBIT
CITY OF BLOOMINGTON
FOX CREEK ROAD
 LIMITS: MONICA LANE TO INTERSTATE 55 COUNTY: MCLEAN
 SCALE: 1"=100'

PLANNING DEPARTMENT
 401 WEST WASHINGTON STREET
 BLOOMINGTON, IL 61701





CONSENT AGENDA ITEM NO. 7H

FOR COUNCIL: September 24, 2018

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of a Roadway Dedication Agreement with Mervin and Wilma Borkholder, in conjunction with the Fox Creek Road Improvement Project, in the amount of \$23,000, as requested by the Public Works Department.

RECOMMENDATION/MOTION: The Road Dedication Agreement with Mervin and Wilma Borkholder, in conjunction with the Fox Creek Road Improvement project, in the amount of \$23,000, be approved, and the City Manager and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: The Public Works Department is recommending the approval of a Roadway Dedication Agreement with Mervin and Wilma Borkholder, in the amount of \$23,000. The Agreement includes the purchase of Right-Of-Way and Temporary Easement as well as compensation to replace landscaping and move a driveway to Savannah Drive. These things are needed for the construction of the Fox Creek Road Improvement Project from Danbury Drive to Beich Road. The construction is scheduled for groundbreaking in 2019. The details of the agreement and location of the parcel in question can be found in the attached agreement and location map. Once these documents are approved, the City Clerk will record them with the McLean County Recorder's Office. In order to complete this project, staff is working on acquiring easements and/or rights-of-way for approximately 15 other parcels.

Project Need

The existing bridge at Fox Creek Road, built in 1981, is too narrow to accommodate the projected volume of vehicle traffic, and it does not safely accommodate pedestrians or bicyclists. Fox Creek Road is an important east-west collector roadway linking existing and emerging residential areas in the south and western areas of the City with the central section. It is one of only three routes that cross US-51/I-55/I-74. The Union Pacific Railroad that services both Amtrak passenger and freight cars is located underneath the bridge.

Location



Project Design Schedule

The City of Bloomington began planning the reconstruction of the Fox Creek Bridge and the adjacent roads in 2014. In April 2017, the City filed a petition with the Illinois Commerce Commission (ICC), because, as of May 2016, Union Pacific (UP) has changed its design standards. The proposed 1 span bridge no longer conforms to UP standards. UP expected the City to build to their new standards, which would require the bridge to span 3 tracks and 2 access roads for their service vehicles. This petition is still outstanding, and has delayed the project. The judge has verbally ruled in the City's favor, but has yet to write the ruling. Staff expects that to be completed within a month. Construction is scheduled to begin in 2019, and is expected to be completed in 2020. The ICC ruling will require completion by December 31, 2021.

Project Cost

The total projected cost of the project is about \$6.2 million, and 60 percent of qualified bridge replacement costs are eligible for reimbursement from the ICC's Grade Crossing Protection Funds (GCPF). The City will use Motor Fuel Tax to pay for the remaining 40 percent of the cost of the bridge and for the cost of the roadway leading to the bridge. The bridge that would comply with the 2016 Union Pacific design standards is estimated to cost an additional \$800,000.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Mervin and Wilma Borkholder.

FINANCIAL IMPACT: Funds will be allocated from the Motor Fuel Tax-Land account (20300300-72510) in the amount of \$23,000.00 as consideration for this agreement. Stakeholders can locate this in the FY 2019 Budget Book titled "Other Funds & Capital Improvement" on pages 8, 243, 248, 253 & 254.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Luke Thoele, P.E., Civil Engineer II
Michael Hill, Miscellaneous Technical Assistant

Reviewed By: Jim Karch, P.E., MPA, Director of Public Works

Finance & Budgetary Review By: Chris Tomerlin, Budget Analyst
Scott Rathbun, Finance Director

Water/Community Dev. Review By: Bob Mahrt, Community Development Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel
Recommended by:



Tim Gleason
City Manager

Attachments:

- Agreement
- Map

Prepared by / Return to:

Sorling Northrup
Jeffrey R. Jurgens and
Aaron D. Evans, of Counsel
1 North Old State Capitol Plaza
Suite 200
P.O. Box 5131
Springfield, IL 62705
Telephone: 217-544-1144
Fax: 217-522-3173

ROAD DEDICATION AGREEMENT

This Road Dedication Agreement (this “**Agreement**”) is made as of _____, 2018, by and between Mervin R. Borkholder and Wilma A. Borkholder, husband and wife (collectively, the “**Grantor**”), and the City of Bloomington, Illinois, a Municipal Corporation (the “**City**”).

RECITALS

- A. Grantor owns certain real property lying adjacent to Fox Creek Road, Bloomington, Illinois, and more particularly described in Appendix A attached hereto (the “**Property**”).
- B. The City proposes to widen Fox Creek Road and construct certain improvements to the public right-of-way and its appurtenances (collectively, the “**Improvements**”).
- C. In order to facilitate the Improvements, Grantor agrees to dedicate to the City certain portions of the Property and grant to the City certain temporary easements over the Property.

Now therefore, in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the City agree as follows:

AGREEMENT

1. Dedication of Right-of-Way. Grantor hereby grants, conveys and dedicates unto the City the property legally described in Appendix B attached hereto and shown on the plat recorded as document number _____ in the office of the County Recorder of McClean County, Illinois (the “**Right-of-Way**”), to be used and held by the City for street, road, highway, right-of-way, drainage, and utility purposes, and the City hereby accepts the same.

2. **Grant of Temporary Easement.** Grantor hereby grants and conveys unto the City a temporary easement in, on, over, under, through and across the property legally described in Appendix C attached hereto (the “**Temporary Easement Premises**”) for the uses and purposes described herein.

3. **Scope of Temporary Easement.** The City and the City’s agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of the City, shall have the right, privilege, and easement to use and occupy the Temporary Easement Premises at all times convenient and necessary for purposes of facilitating the construction of the Improvements, including but not limited to the right of entry, access, occupation, staging, sloping, grading, clearing, grubbing, excavating, and storage of equipment, materials, and excavated earth. The City has the right to alter the slope or grade of the Temporary Easement Premises and the right to trim, cut down and/or eliminate trees, shrubbery, undergrowth, brush or other landscaping, as well as to remove other obstructions or possible hazards, within the Temporary Easement Premises to the extent, in the sole judgment of the City, necessary to prevent interference with the efficient, safe or convenient construction of the Improvements.

4. **Term of Temporary Easement.** The City’s rights in and to the Temporary Easement Premises shall expire upon completion of the construction and installation of the Improvements, restoration of the Property, and final inspection.

5. **Consideration.** The City agrees to pay to Grantor the sum of \$23,000.00 as consideration for this Agreement. Said sum includes the market value of the Right-of-Way and Temporary Easement Premises conveyed by Grantor and any and all damage to the Property related to the construction of the Improvements.

6. **Restoration of Property.** Upon the initial construction and installation of the Improvements, the City shall:

- (a) remove from the Temporary Easement Premises all debris, surplus material, and construction equipment;
- (b) blend grades and elevations of land and driveways and restore the surface of the Temporary Easement Premises to smooth contours; and
- (c) plant temporary seeding on the disturbed areas.

7. **Grantor’s Responsibilities.** Grantor acknowledges and agrees that the City will permanently close Grantor’s driveway access from Fox Creek Road as part of the Improvements. Grantor shall, at Grantor’s cost, construct new driveway access from Savannah Road. Grantor shall further be responsible for all permanent seeding. Grantor acknowledges and agrees that the City shall not be liable for restoration of landscaping or trees within the Right-of-Way or Temporary Easement Premises. Grantor will, at Grantor’s cost, complete landscaping and seeding after the Improvements are complete.

8. **Authority and Warranty of Title.** Each party executing this Agreement as or on behalf of the Grantor represents and warrants that he/she/they are authorized to execute this Agreement. The Grantor warrants that the Grantor is the owner of the Property and has the right, title and capacity to convey the Right-of-Way and Temporary Easement Premises to the City.

9. **Indemnity.** The City shall indemnify and hold the Grantor harmless from any liability, claims, suits, demands, actions, loss, damage, and expense for injury to persons or damage to property caused by the City, or the City's agents, employees, representatives, designees, contractors, guests, invitees, successors and assigns, and all others acting by or on behalf of the City, in the exercise of the rights granted under this Agreement, except to the extent resulting from Grantor's negligence or intentional misconduct.

10. **Cooperation.** Grantor and the City agree to cooperate and execute all future documents, including, but not limited to, any instrument if so requested by either party to confirm this Agreement, re-grant the Right-of-Way and/or Temporary Easement Premises, carry out the transactions contemplated by this Agreement, or as may be necessary or desired for recording purposes.

11. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the heirs, successors and assigns of the respective parties hereto and shall run with the title to the Property.

12. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois.

13. **Effect of Invalidity.** In the event that any court of competent jurisdiction determines that any covenant, term or condition of this Agreement as applied to any particular facts or circumstances is wholly or partially invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect such covenant, term or condition as the same applies to other facts or circumstances (unless the effect of such determination precludes the application of such covenant, term or condition to other facts or circumstances), nor shall it affect the validity, legality or enforceability of the other covenants, terms and conditions of this Agreement.

14. **Entire Agreement.** This Agreement represents the entire agreement between the Grantor and the City and supersedes any prior agreements relating to the subject matter of this Agreement. This Agreement may be modified or amended only by a written instrument duly authorized and executed by the parties.

15. **Right of Homestead.** Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

Mervin R. Borkholder
Mervin R. Borkholder

STATE OF ILLINOIS)
)
COUNTY OF McLean) SS.

I, the undersigned, a Notary Public in and for the above County and State, HEREBY CERTIFY that MERVIN R. BORKHOLDER, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act, for the uses and purposes therein stated, including the release and waiver of the right of homestead.

Given under my hand and seal, this 10th day of September, 2018.

Marguerite A. Reilly
Notary Public



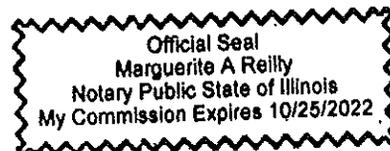
Wilma A. Borkholder
Wilma A. Borkholder

STATE OF ILLINOIS)
)
COUNTY OF McLean) SS.

I, the undersigned, a Notary Public in and for the above County and State, HEREBY CERTIFY that WILMA A. BORKHOLDER, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed, and delivered the said instrument as her free and voluntary act, for the uses and purposes therein stated, including the release and waiver of the right of homestead.

Given under my hand and seal, this 10th day of September, 2018.

Marguerite A. Reilly
Notary Public



CITY OF BLOOMINGTON,
a Municipal Corporation

By: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF MCLEAN)

I, the undersigned, a Notary Public in and for the above County and State, HEREBY CERTIFY that _____, as _____ of the City of Bloomington, an Illinois municipal corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he or she signed, sealed, and delivered said instrument, pursuant to authority, as the free and voluntary act of the City of Bloomington for the uses and purposes therein stated.

Given under my hand and seal, this ____ day of _____, 2018.

Notary Public

Exempt under provisions of Paragraph (b) of Section 31-45 of the Real Estate Transfer Tax Law, 35 ILCS 200/31-45.

Dated: _____

Buyer, Seller or Representative

APPENDIX A

Description of Property

The South 288.22 feet of the East 246.47 feet of Lot 7 in the Subdivision of the Northwest 1/4 of Section 18, Township 23 North, Range 2 East of the Third Principal Meridian, EXCEPTING THEREFROM that part conveyed to the City of Bloomington in Warranty Deed recorded November 21, 1997 as Document No. 97-29165, in McLEAN COUNTY, ILLINOIS.

Common Address: 2601 Fox Creek Road, Bloomington, Illinois

Parcel Identification No.: 21-18-100-013

APPENDIX B

Description of Right-of-Way

That part of the South 288.22 feet of the East 246.47 feet of Lot 7 in the Subdivision of the Northwest Quarter of Section 18, Township 23 North, Range 2, East of the Third Principal Meridian, in McLean County, Illinois, excepting therefrom that part conveyed to the City of Bloomington November 21, 1997 as Document 97-29165, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), with a combined factor of 0.9998419229, described as follows:

Commencing at the center of said Section 18; thence North 1 degree 9 minutes 20 seconds West, 7.70 feet along the East line of said Lot 7 to the north line of Fox Creek Road, being also the Point of Beginning; thence northwesterly 249.42 feet along a curve to the left, having a radius of 907.00 feet, the chord of said curve bears North 83 degrees 31 minutes 01 second West, 248.64 feet along said north line of Fox Creek Road to the west line of the East 246.47 feet of said Lot 7; thence North 1 degree 9 minutes 20 seconds West, 3.87 feet along said west line; thence southeasterly 232.59 feet along a curve to the right, having a radius of 962.00 feet, the chord of said curve bears South 83 degrees 46 minutes 48 seconds East, 232.02 feet; thence North 13 degrees 08 minutes 47 seconds East, 18.00 feet; thence southeasterly 12.28 feet along a curve to the right, having a radius of 980.00 feet, the chord of said curve bears South 76 degrees 29 minutes 41 seconds East, 12.28 feet to the east line of said Lot 7; thence South 1 degree 9 minutes 20 seconds East, 21.47 feet along said east line of lot 7 back to the Point of Beginning.

Said part contains 0.023 acre, more or less.

APPENDIX C

Description of Temporary Easement

That part of the South 288.22 feet of the East 246.47 feet of Lot 7 in the Subdivision of the Northwest Quarter of Section 18, Township 23 North, Range 2, East of the Third Principal Meridian, in McLean County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), with a combined factor of 0.9998419229, described as follows:

Commencing at the center of said Section 18; thence North 1 degree 9 minutes 20 seconds West along the east line of said Lot 7, a distance of 29.17 feet to the Point of Beginning; thence northwesterly 12.28 feet along a curve to the left, having a radius of 980.00 feet, the chord of said curve bears North 76 degrees 29 minutes 41 seconds West, 12.28 feet; thence South 13 degrees 08 minutes 47 seconds West, 18.00 feet; thence northwesterly 232.59 feet along a curve to the left, having a radius of 962.00 feet, the chord of said curve bears North 83 degrees 46 minutes 48 seconds West, 232.02 feet to the west line of the east 246.47 feet of said Lot 7; thence North 1 degree 09 minutes 20 seconds West, 23.00 feet along said west line; thence southeasterly 249.33 feet along a curve to the right, having a radius of 985.00 feet, the chord of said curve bears South 83 degrees 27 minutes 55 seconds East, 248.67 feet to said east line of Lot 7; thence South 1 degree 09 minutes 20 seconds East, 5.18 feet along said east line to the Point of Beginning.

Said part contains 0.126 acre (5,474 square feet), more or less.

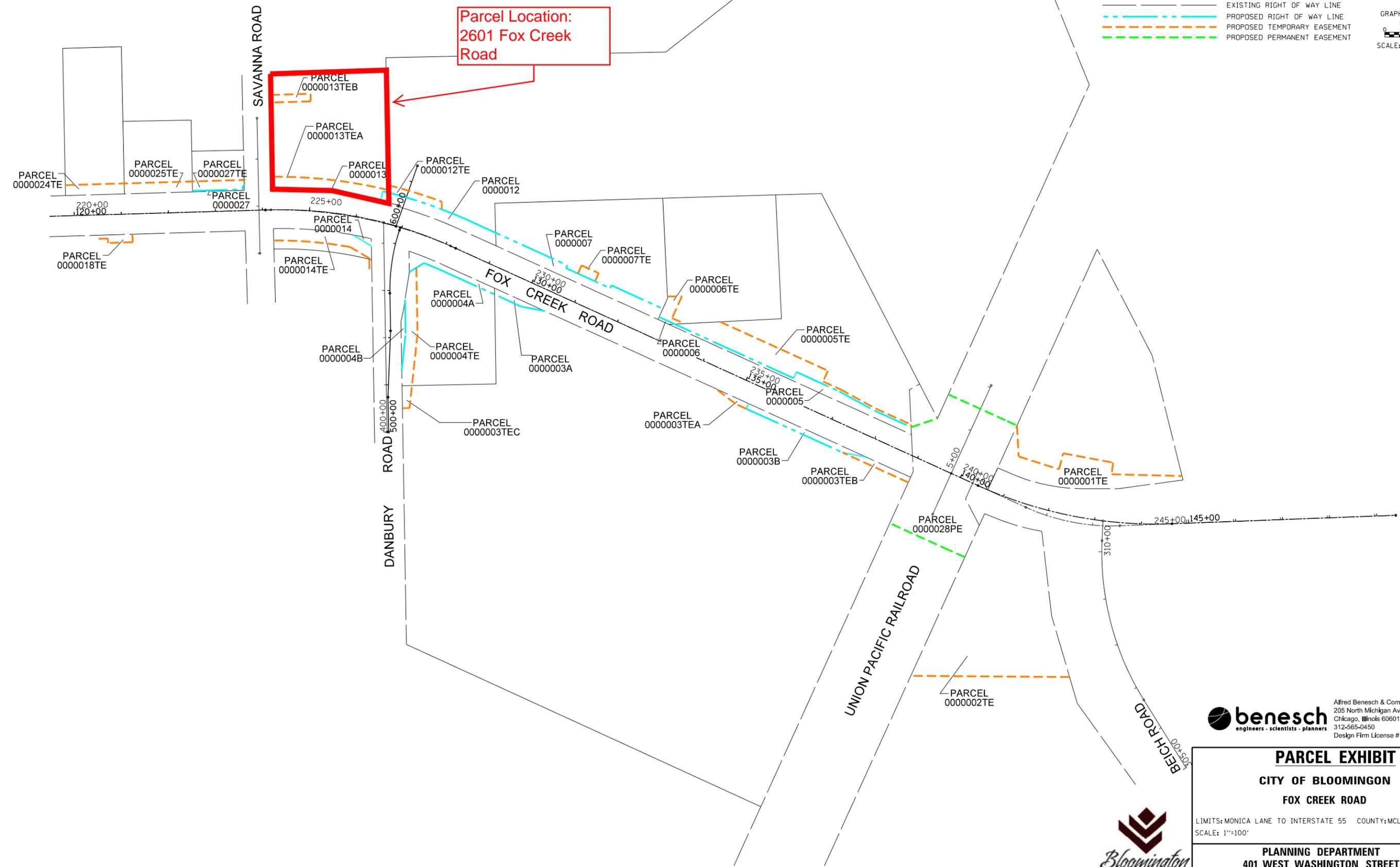
That part of the South 288.22 feet of the East 246.47 feet of Lot 7 in the Subdivision of the Northwest Quarter of Section 18, Township 23 North, Range 2, East of the Third Principal Meridian, in McLean County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), with a combined factor of 0.9998419229, described as follows:

Commencing at the center of said Section 18; thence North 1 degree 9 minutes 20 seconds West along the east line of said Lot 7, 288.34 feet to the north line of the south 288.22 of said Lot 7; thence South 88 degrees 18 minutes 24 seconds West along said line, 246.44 feet to the west line of the east 246.47 feet of said Lot 7; thence South 1 degree 09 minutes 20 seconds East along said line, 45.00 feet to the Point of Beginning; thence North 88 degrees 18 minutes 24 seconds East, 85.00 feet; thence South 1 degree 09 minutes 20 seconds East, 16.00 feet; thence South 88 degrees 18 minutes 24 seconds West, 85.00 feet to said west line; thence North 1 degree 09 minutes 20 seconds West along said west line, 16.00 feet to the Point of Beginning.

Said part contains 0.031 acre (1,360 square feet), more or less.

Easements and Right of Way for Fox Creek Road Improvements

Parcel Location:
2601 Fox Creek Road



LEGEND

- PROPOSED CENTERLINE
- EXISTING RIGHT OF WAY LINE
- PROPOSED RIGHT OF WAY LINE
- PROPOSED TEMPORARY EASEMENT
- PROPOSED PERMANENT EASEMENT

GRAPHIC SCALE
FEET
0 100
SCALE: 1"= 100'

PARCEL EXHIBIT
CITY OF BLOOMINGTON
FOX CREEK ROAD
LIMITS: MONICA LANE TO INTERSTATE 55 COUNTY: MCLEAN
SCALE: 1"=100'

PLANNING DEPARTMENT
401 WEST WASHINGTON STREET
BLOOMINGTON, IL 61701





CONSENT AGENDA ITEM NO. 7I

FOR COUNCIL: September 24, 2018

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of an MFT Resolution Appropriating FY 2019 Motor Fuel Tax (MFT) Funds to be used for the purchase of Right-Of-Way and Easements for the Fox Creek Road Project, in the amount of \$80,000, as requested by the Public Works Department.

RECOMMENDATION/MOTION: The MFT Resolution Appropriating FY 2019 Motor Fuel Tax (MFT) Funds to be used for the purchase of Right-Of-Way and Easements for the Fox Creek Road Project, in the amount of \$80,000, be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: Public Works is recommending approval of a Resolution that appropriates \$80,000 in FY 2019 state Motor Fuel Tax (MFT) funds to purchase right-of-way and easements for the Fox Creek Road Project. Once approved by the City and the Illinois Department of Transportation, the MFT Resolution will allow the City to use the state MFT funds. In order to complete this project, staff has been working on acquiring easements and/or rights-of-way for approximately 20 properties. Four of these have already been approved by the Council, and several more are on the September 24, 2018 agenda.

Project Need

The existing bridge at Fox Creek Road, built in 1981, is too narrow to accommodate the projected volume of vehicle traffic, and it does not safely accommodate pedestrians or bicyclists. Fox Creek Road is an important east-west collector roadway linking existing and emerging residential areas in the south and western areas of the City with the central section. It is one of only three routes that cross US-51/I-55/I-74. The Union Pacific Railroad that services both Amtrak passenger and freight cars is located underneath the bridge.

Project Design Schedule

The City of Bloomington began planning the reconstruction of the Fox Creek Bridge and the adjacent roads in 2014. In April 2017, the City filed a petition with the Illinois Commerce Commission (ICC), because, as of May 2016, Union Pacific (UP) has changed its design standards. The proposed 1 span bridge no longer conforms to UP standards. UP expected the City to build to their new standards, which would require the bridge to span 3 tracks and 2 access roads for their service vehicles. This petition is still outstanding, and has delayed the project. The judge has verbally ruled in the City's favor, but has yet to write the ruling. Staff expects that to be completed

within a month. Construction is scheduled to begin in 2019, and is expected to be completed in 2020. The ICC ruling will require completion by December 31, 2021.

Project Cost

The total projected cost of the project is about \$6.2 million, and 60 percent of qualified bridge replacement costs are eligible for reimbursement from the ICC’s Grade Crossing Protection Funds (GCPF). The City will use Motor Fuel Tax to pay for the remaining 40 percent of the cost of the bridge and for the cost of the roadway leading to the bridge. The bridge that would comply with the 2016 Union Pacific design standards is estimated to cost an additional \$800,000.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This Resolution appropriates \$80,000 to be spent from the City’s MFT –land account (20300300-72510) for this project. However, no funds are actually spent with this resolution. The Council will approve each easement or right-of-way expenditure separately. Stakeholders can locate this in the FY 2019 Budget Book titled “Other Funds & Capital Improvement” on pages 8, 243, 248, 253 & 254.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Luke Thoele, P.E., Civil Engineer II
Michael Hill, Miscellaneous Technical Assistant

Reviewed By: Jim Karch, P.E., MPA, Director of Public Works

Finance & Budgetary Review By: Chris Tomerlin, Budget Analyst
Scott Rathbun, Finance Director

Water/Community Dev. Review By: Bob Mahrt, Community Development Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- Resolution



Resolution for Improvement Under the Illinois Highway Code



Resolution Number: Res. No. 2018- Resolution Type: Supplemental Section Number: 06-00337-00-BR

BE IT RESOLVED, by the Council of the City of Bloomington Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract

For Roadway/Street improvements:

Table with 5 columns: Name of Street(s)/Road(s), Length (miles), Route, From, To. Row 1: Fox Creek Road, Danbury, Beich

For Structures:

Table with 5 columns: Name of Street(s)/Road(s), Existing Structure No., Route, Location, Feature Crossed. Row 1: Fox Creek Road, Union Pacific Railroad

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of the purchase of right-of-way and easements for the Fox Creek Road Bridge Replacement & Roadway Improvements.

2. That there is hereby appropriated the sum of Eighty thousand and 00/100 Dollars (\$80,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Cherry Lawson City Clerk in and for said City of Bloomington in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by Council of Bloomington at a meeting held on September 24, 2016

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this Day of Month, Year

(SEAL)

Clerk Signature [Signature Box]

Approved

Regional Engineer Department of Transportation Date [Signature Box] [Date Box]

Instructions for BLR 09110

This form shall be used when a Local Public Agency (LPA) wants to construction an improvement using Motor Fuel Tax(MFT) funds. Refer to Chapter 9 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Resolution Number	Enter the resolution number as assigned by the LPA, if applicable.
Resolution Type	From the drop down box choose the type of resolution: <ul style="list-style-type: none">- Original would be used when passing a resolution for the first time for this project.- Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions.- Amended would be used when a previously passed resolution is being amended.
Section Number	Insert the section number of the improvement the resolution covers.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.
LPA Type	From the drop down box choose the LPA body type. Types to choose from are: County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Contract or Day Labor	From the drop down choose either Contract or Day Labor.

Roadway/Street Improvements:

Name Street/Road	Insert the name of the Street/Road to be improved. Use a separate line for each street/road. If there are more names to be inserted than the table allows, type "See Attached" and place the additional information on a separate piece of paper.
Length	Insert the length of this segment of roadway being improved in miles.
Route	Insert the Route number of the road/street to be improved if applicable.
From	Insert the beginning point of the improvement as it relates to the Street/Road listed to the left.
To	Insert the ending point of the improvement as it relates to the Street/Road listed to the left.

Structures:

Name Street/Road	Insert the name of the Street/Road on which the structure is located. Use a separate line for structure. If there are more structures to be inserted than the table allows, type "See Attached" and place the additional information on a separate piece of paper.
Existing Structure No.	Insert the existing structure number this resolution covers, if no current structure insert n/a.
Route	Insert the Route number on which the structure is located.
Location	Insert the location of the structure.
Feature Crossed	Insert the feature the structure crosses.
1	Insert a description of the major items of work of the proposed improvement.
2	Insert the dollar value of the resolution for the proposed improvement to be paid for with MFT funds in words followed by in the same amount in numerical format in the ().
Name of Clerk	Insert the name of the LPA clerk.
LPA Type	Insert the type of clerk based on the LPA type. Types to choose from are:County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	Insert the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.

Day	Insert the day Clerk is signing the document.
Month, Year	Insert the month and year of the clerk's signature.
Seal	The Clerk shall seal the document here.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation shall sign and date here once approved.

A minimum of four (4) certified signed originals must be submitted to the Regional Engineer's District office.

Following the Regional Engineer's approval, distribution will be as follows:

- Local Public Agency Clerk
- Engineer (Municipal, Consultant or County)
- District Compliance Review
- District File



CONSENT AGENDA ITEM NO. 7J

FOR COUNCIL: September 24, 2018

SPONSORING DEPARTMENT: Public Works and Water Department

SUBJECT: Consideration of an Ordinance approving a Dedication of a Utility Easement located at Lot 19 of Medical Hills Subdivision, so the developer can install public fire hydrants, as requested by the Public Works and Water Departments.

RECOMMENDATION/MOTION: The Ordinance approving the Dedication of a Utility Easement located at Lot 19 of Medical Hills Subdivision be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE: Objective 3a. Retention and growth of current local businesses; Objective 3e. Strong working relationship among the City, businesses, economic development organizations

BACKGROUND: The Public Works and Water Departments are recommending an ordinance that will provide for the Dedication of a Utility Easement within the Medical Hills Subdivision. The Utility Easement Dedication Plat is a result of a petition from OSF Healthcare Systems. The dedication will allow the developer to install public fire hydrants in two separate locations within the Lot 19 for a future development south of OSF St. Joseph Medical Center. These two separate Easement locations are adjacent and connect to an existing Utility Easement within Lot 19. The existing Utility Easement has been platted and previously accepted by the City. The Utility Easement Dedication complies with City Engineering Standards (Manual of Practice and Chapter 24 of City Code), and City staff has no objections to the plan.



COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: OSF Healthcare Systems

FINANCIAL IMPACT: There will be no financial impact to the City to approve this Utility Easement Agreement. OSF Healthcare Systems paid all survey and plat costs.

COMMUNITY DEVELOPMENT IMPACT:

The Economic Development, Public Safety, and Utilities chapters of the City's Comprehensive Plan 2035 (Adopted August 24, 2015) includes multiple goals and objectives related to approving this Utility Easement Dedication:

ED-1 Ensure a broad range of employment opportunities for all residents

ED-1.1 Focus on retention and expansion of existing businesses; ED-4 Enhance the image of Bloomington as a business friendly community

ED-4 Enhance the image of Bloomington as a business friendly community

ED-4.2 Prioritize infill and redevelopment to spur growth and reinvestment in the City

PS-2 Plan and provide for fire and emergency facilities adequate to protect health, life, safety, livelihood and property for current and future citizenry and businesses in the City

UEW-1 Provide quality public infrastructure within the City to protect public health, safety and the environment

UEW-1.2 Expand City's infrastructure, as needed, while supporting the overall goal of compact growth and vibrant urban core.

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

Respectfully submitted for Council consideration.

Prepared By: Michael Hill, Miscellaneous Technical Assistant

Reviewed By: Jim Karch, P.E., MPA, Director of Public Works
Robert Yehl, P.E., Water Director

Finance & Budgetary Review By: Chris Tomerlin, Budget Analyst
Scott Rathbun, Finance Director

Water/Community Dev. Review By: Bob Mahrt, Community Development Director

Legal Review By: George D. Boyle, Assistant Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read 'T. Gleason', written over a horizontal line.

Tim Gleason
City Manager

Attachments:

- Ordinance OSF Utility Easement
- Plat OSF Utility Easement
- Petition OSF Utility Easement
- Petition Exhibit A OSF Utility Easement
- Map OSF Utility Easement
- Supporting Document OSF Utility Easement

ORDINANCE NO. 2018 - __

AN ORDINANCE APPROVING THE DEDICATION OF A UTILITY EASEMENT LOCATED AT LOT 19 OF MEDICAL HILLS SUBDIVISION, BLOOMINGTON ILLINOIS

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition requesting the dedication of two 14 foot wide by 15 foot long Public Utility Easements; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided; and

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

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

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

SECTION 1. The above recitals are incorporated herein by this reference as if specifically stated in full.

SECTION 2. That the easements as shown on the Utility Easement Plat dated August 10, 2018 and attached hereto as Attachment C, are hereby dedicated.

SECTION 3. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 4. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 5. This ordinance shall be effective immediately after its passage and approval.

SECTION 6. This ordinance is passed and approved pursuant to the home rule authority granted by Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED THIS 24th DAY OF SEPTEMBER 2018.

APPROVED THIS __ DAY OF SEPTEMBER 2018.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

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

ATTACHMENT E UTILITY EASEMENT PLAT

PART OF NW 1/4 & SW 1/4 SECTION 2, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS



Farnsworth
GROUP

2709 McGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-8435 / info@f-w.com

www.f-w.com
Engineers | Architects | Surveyors | Scientists

ISSUE:
Date: Description:

PROJECT:
MEDICAL HILLS DEVELOPMENT

BLOOMINGTON, ILLINOIS

Date: 8-10-18

Design/Drawn: MBB

Reviewed: JDA/BAB

Field Book No.: -

Project No.: 0180419.00

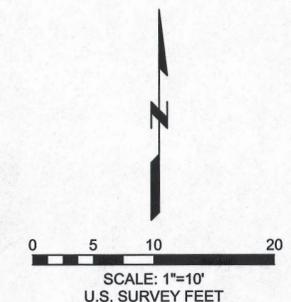
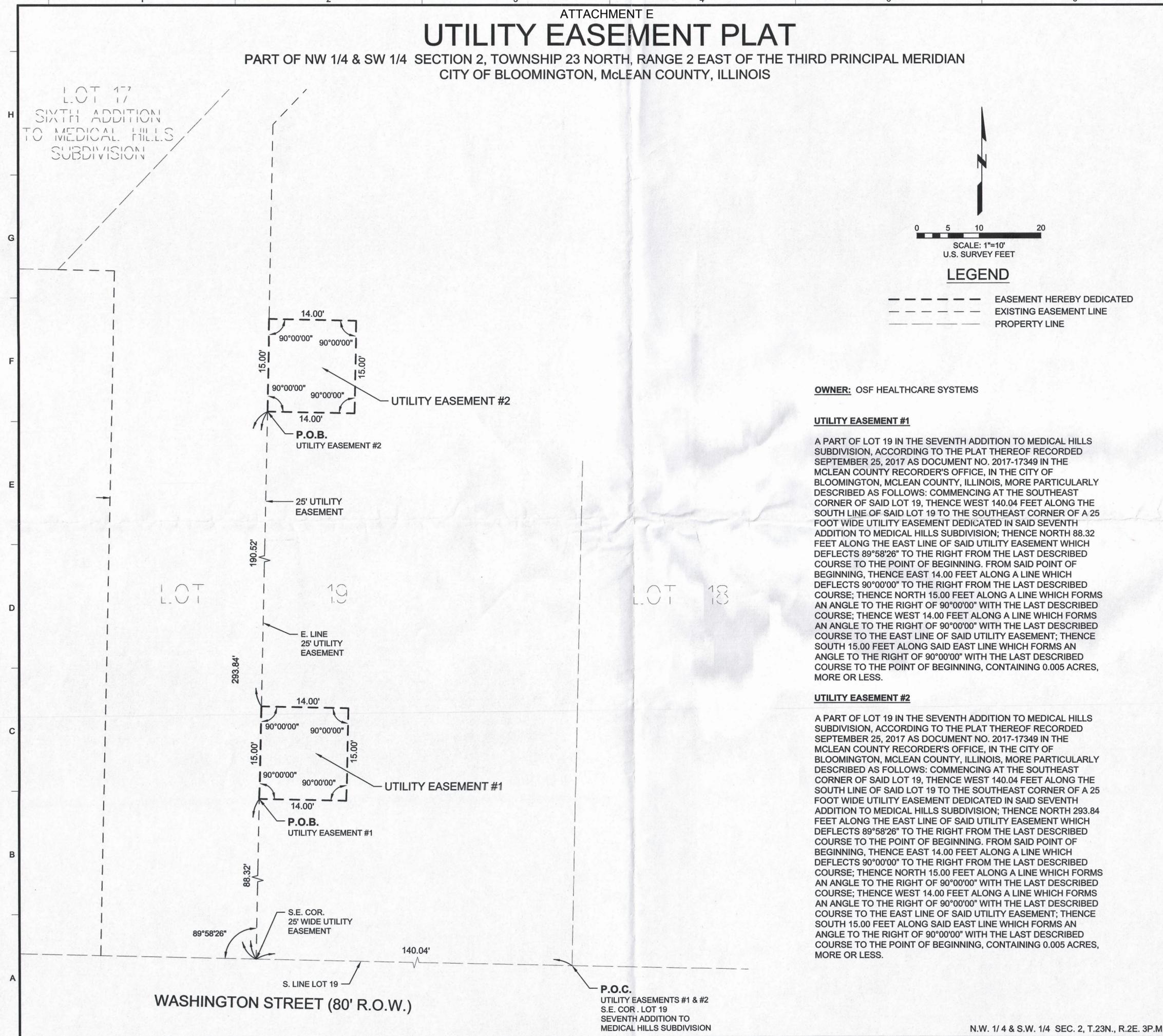
SHEET TITLE:
**EASEMENT PLAT
EXHIBIT "B"**

SHEET NUMBER:

1
of 1

File No.: 18-2181-1

I:\dmuntz\180419.00 - OSF St. Joseph Med Office Bldg Site Plan\Survey\07_Drawings\0180419.00 - Medical Hills 7th Addition Utility Easement.dwg | 8/24/2018 6:35 AM |



LEGEND

- EASEMENT HEREBY DEDICATED
- - - EXISTING EASEMENT LINE
- PROPERTY LINE

OWNER: OSF HEALTHCARE SYSTEMS

UTILITY EASEMENT #1

A PART OF LOT 19 IN THE SEVENTH ADDITION TO MEDICAL HILLS SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 25, 2017 AS DOCUMENT NO. 2017-17349 IN THE MCLEAN COUNTY RECORDER'S OFFICE, IN THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 19, THENCE WEST 140.04 FEET ALONG THE SOUTH LINE OF SAID LOT 19 TO THE SOUTHEAST CORNER OF A 25 FOOT WIDE UTILITY EASEMENT DEDICATED IN SAID SEVENTH ADDITION TO MEDICAL HILLS SUBDIVISION; THENCE NORTH 88.32 FEET ALONG THE EAST LINE OF SAID UTILITY EASEMENT WHICH DEFLECTS 89°58'26" TO THE RIGHT FROM THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING, THENCE EAST 14.00 FEET ALONG A LINE WHICH DEFLECTS 90°00'00" TO THE RIGHT FROM THE LAST DESCRIBED COURSE; THENCE NORTH 15.00 FEET ALONG A LINE WHICH FORMS AN ANGLE TO THE RIGHT OF 90°00'00" WITH THE LAST DESCRIBED COURSE; THENCE WEST 14.00 FEET ALONG A LINE WHICH FORMS AN ANGLE TO THE RIGHT OF 90°00'00" WITH THE LAST DESCRIBED COURSE TO THE EAST LINE OF SAID UTILITY EASEMENT; THENCE SOUTH 15.00 FEET ALONG SAID EAST LINE WHICH FORMS AN ANGLE TO THE RIGHT OF 90°00'00" WITH THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING, CONTAINING 0.005 ACRES, MORE OR LESS.

UTILITY EASEMENT #2

A PART OF LOT 19 IN THE SEVENTH ADDITION TO MEDICAL HILLS SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 25, 2017 AS DOCUMENT NO. 2017-17349 IN THE MCLEAN COUNTY RECORDER'S OFFICE, IN THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 19, THENCE WEST 140.04 FEET ALONG THE SOUTH LINE OF SAID LOT 19 TO THE SOUTHEAST CORNER OF A 25 FOOT WIDE UTILITY EASEMENT DEDICATED IN SAID SEVENTH ADDITION TO MEDICAL HILLS SUBDIVISION; THENCE NORTH 293.84 FEET ALONG THE EAST LINE OF SAID UTILITY EASEMENT WHICH DEFLECTS 89°58'26" TO THE RIGHT FROM THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING, THENCE EAST 14.00 FEET ALONG A LINE WHICH DEFLECTS 90°00'00" TO THE RIGHT FROM THE LAST DESCRIBED COURSE; THENCE NORTH 15.00 FEET ALONG A LINE WHICH FORMS AN ANGLE TO THE RIGHT OF 90°00'00" WITH THE LAST DESCRIBED COURSE; THENCE WEST 14.00 FEET ALONG A LINE WHICH FORMS AN ANGLE TO THE RIGHT OF 90°00'00" WITH THE LAST DESCRIBED COURSE TO THE EAST LINE OF SAID UTILITY EASEMENT; THENCE SOUTH 15.00 FEET ALONG SAID EAST LINE WHICH FORMS AN ANGLE TO THE RIGHT OF 90°00'00" WITH THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING, CONTAINING 0.005 ACRES, MORE OR LESS.

N.W. 1/4 & S.W. 1/4 SEC. 2, T.23N., R.2E. 3P.M.

**PETITION FOR DEDICATION OF
UTILITY EASEMENT**

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

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

Now come(s) OSF Healthcare Systems, hereinafter referred to as your Petitioner(s), respectfully representing and requesting as follows:

1. That your Petitioner(s) is (are) interested as Owner in the premises hereinafter described in Exhibit(s) "A" attached hereto and made a part hereof by this reference;
2. That your Petitioner(s) seek(s) approval of the dedication of Dedication of Utility Easement adjacent to said premises;

WHEREFORE, your Petitioner(s) pray(s) that Utility Easement be dedicated with such reservation of utility easements as may seem proper.

Respectfully submitted,

OSF Healthcare Systems

By: 

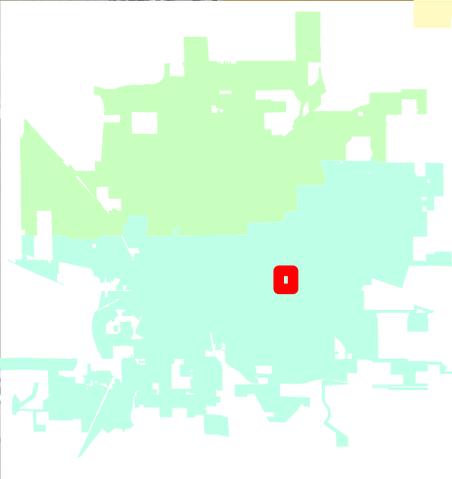
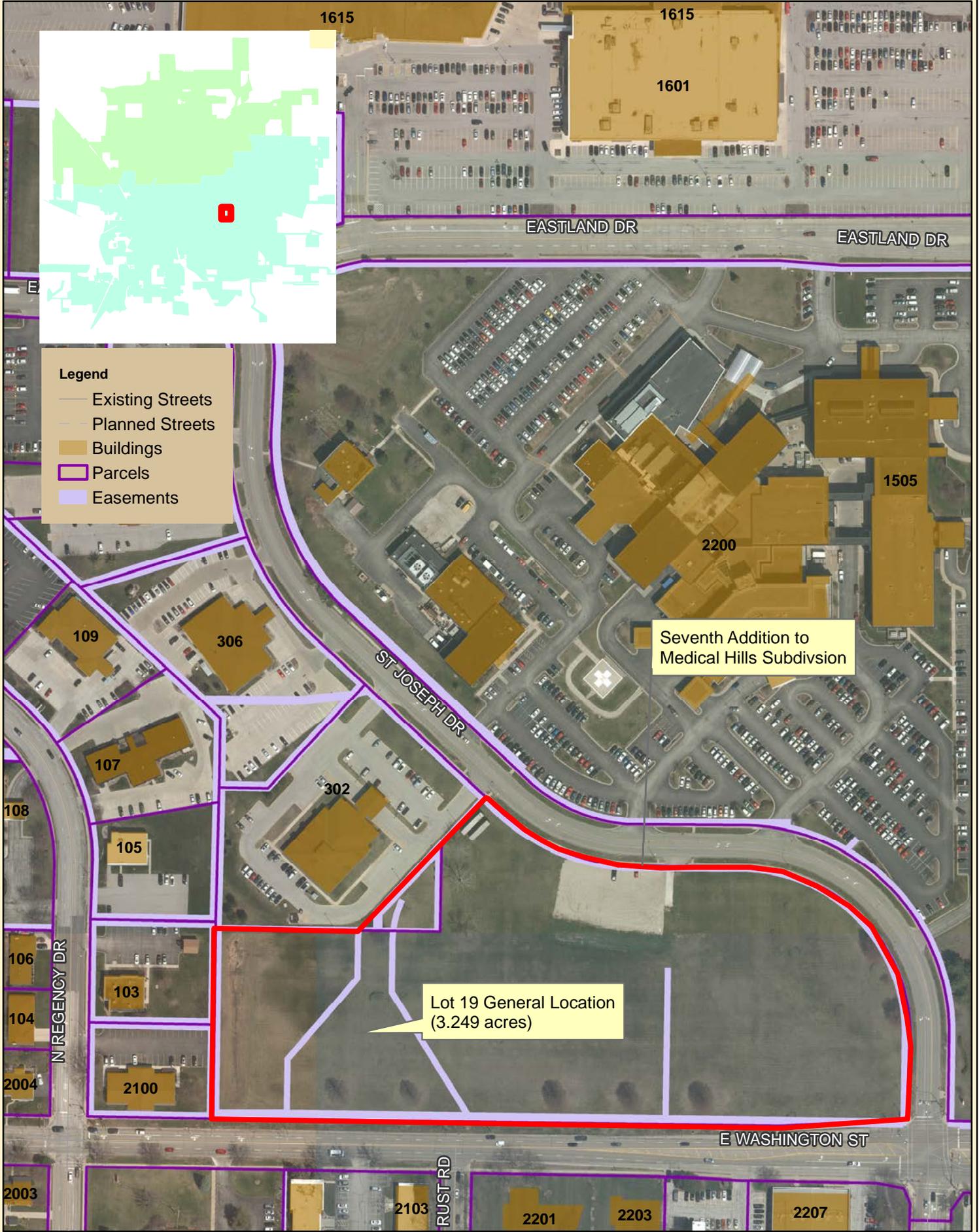
Chad E. Boore
Eastern Region CEO

EXHIBIT "A"

Legal Description of Property

Lot 19 in the Seventh Addition to Medical Hills Subdivision, according to the plat thereof recorded September 25, 2017 as Document No. 2017-17349 in the McLean County Recorder 's Office, in the City of Bloomington, McLean County, Illinois.

P.I.N.: 21-02-307-005



Legend

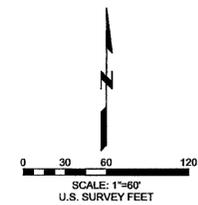
- Existing Streets
- Planned Streets
- Buildings
- Parcels
- Easements

Seventh Addition to
Medical Hills Subdivision

Lot 19 General Location
(3.249 acres)

SEVENTH ADDITION TO MEDICAL HILLS SUBDIVISION

PART OF NW 1/4 & SW 1/4 SECTION 2, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS



SCALE: 1"=60'
U.S. SURVEY FEET

LEGEND

- IRON ROD
- R= RADIUS
- L= ARC LENGTH
- C= CHORD LENGTH
- ∠ ANGLE MEASURED TO CHORD
- N-R NON-RADIAL
- P.C. POINT OF CURVATURE
- P.T. POINT OF TANGENCY
- P.O.B. POINT OF BEGINNING
- 10' UTILITY EASEMENT LINE UNLESS NOTED OTHERWISE
- 25' BUILDING SETBACK LINE
- EASEMENT HEREBY VACATED
- AREA OF ACCESS EASEMENT FOR THE BENEFIT OF LOT 17 IN THE SIXTH ADDITION TO MEDICAL HILLS SUBDIVISION

Surveyor's Declaration

The following described property has been surveyed and platted under my direction:

A part of Lot 13 in the Third Addition to Medical Hills Subdivision, according to the plat thereof recorded September 16, 1985 as Document No. 85-11550 and a part of Lot 17 in the Sixth Addition to Medical Hills Subdivision, according to the plat thereof recorded September 30, 2005 as Document No. 2005-29802 in the McLean County Recorder's Office, in the City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the Southwest Corner of said Lot 17. From said Point of Beginning, thence south 307.30 feet along the West Line of said Lot 13 to the Southwest Corner thereof, being on the North Right-of-Way Line of Washington Street; thence east 908.51 feet along said North Right-of-Way Line which forms an angle to the right of 90°-01'-34" with the last described course to the Westernmost Corner of a tract of land conveyed to the Illinois Department of Transportation in Warranty Deed recorded December 8, 2000 as Document No. 2000-30201 as shown in Right-of-Way plans for F.A.P. 704 (I-55 BL (Veterans Parkway) recorded as Document No. 97-1722; thence easterly 195.57 feet along the North Line of said tract of land which forms an angle to the right of 175°-27'-15" with the last described course; thence northeasterly 9.75 feet along a line which forms an angle to the right of 135°-00'-00" with the last described course to the West Line of St. Joseph Drive; thence north 129.50 feet along the West Line of said St. Joseph Drive which forms an angle to the right of 120°-51'-10" with the last described course to a Point of Curvature; thence northwesterly 419.40 feet along the Southwest Line of said St. Joseph Drive being the arc of a curve concave to the southwest with a radius of 333.05 feet and the 377.60 foot chord of said arc forms an angle to the right of 135°-00'-00" with the last described course to a Point of Tangency; thence west 171.37 feet along the South Line of said St. Joseph Drive which forms an angle to the right of 135°-00'-00" with the last described course to a Point of Curvature; thence northwesterly 244.76 feet along the Southwest Line of said St. Joseph Drive being the arc of a curve concave to the northeast with a radius of 302.50 feet and the 137.77 foot chord of said arc forms an angle to the right of 201°-03'-13" with the last described course to a Point of Tangency; thence northwest 31.49 feet along said Southwest Line which forms an angle to the right of 201°-03'-13" with the last described course to the Northeast Corner of said Lot 17; thence southwest 292.06 feet along the Southeast Line of said Lot 17 and the Southwesterly extension thereof which forms an angle to the right of 90°-00'-00" with the last described course to the South Line of said Lot 17; thence west 231.08 feet along the South Line of said Lot 17 which forms an angle to the right of 227°-52'-00" with the last described course to the Point of Beginning.

This property contains 9.858 acres, more or less and has been subdivided into 2 lots numbered 18 and 19, 1 outlot, numbered 20 and easements as shown. This subdivision is to be known as "Seventh Addition to Medical Hills Subdivision" in the City of Bloomington, McLean County, Illinois.

This subdivision lies within Zone X (Areas determined to be outside the 0.2% annual chance floodplain) according to the Federal Emergency Management Agency's Flood Insurance Rate Map for McLean County, Illinois, Community No. 170502, Map No. 17113C0502E, revised July 16, 2008.

Witness my hand and seal this 12th day of June, 2017.

FARNSWORTH GROUP, INC.
2709 MCGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704

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



DATE: 6-12-17
EXP. DATE: 11-30-2018
DESIGN FIRM REGISTRATION NO. 184-001858

This professional service conforms to the current Illinois Minimum Standards for a Boundary Survey.

NOTES:

1. Dimensions shown along curved lot lines are chord distances.
2. Lot lines extending from curved street lines are radial unless noted otherwise.
3. Easements shown with hatching are hereby vacated by this plat. There are 5 areas of easements hereby vacated.
4. P.L.N. 21-02-307-003
5. That portion of Lot 17 in the Sixth Addition to Medical Hills Subdivision that is included in this subdivision consists of 0.203 acre, more or less.
6. The detention basin located on Outlot 20 is for the benefit of Lot 17 in the Sixth Addition to Medical Hills Subdivision and for Lot 19 created by this plat.

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF McLEAN) SS

I, *Cheryl Lawson*, City Clerk of the City of Bloomington, Illinois, do hereby certify that the foregoing is a true and complete copy of an original "Seventh Addition to Medical Hills Subdivision", presented, passed and approved at a regular meeting of said City Council, held on the Day of *June*, 2017, by an affirmative vote of the majority of all members of said council, the vote having been taken by yeas and nays and entered on the record of the proceedings of said council.

Witness my hand and seal of said city of Bloomington, this *10th* day of *July*, 2017.

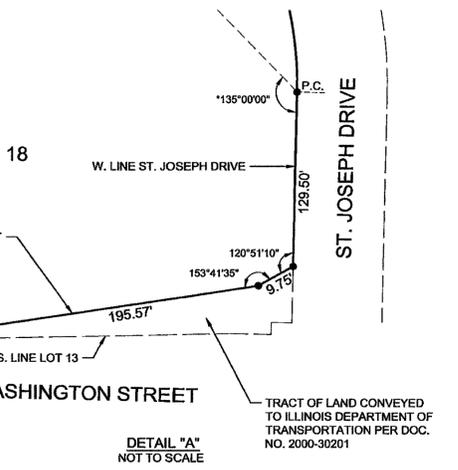
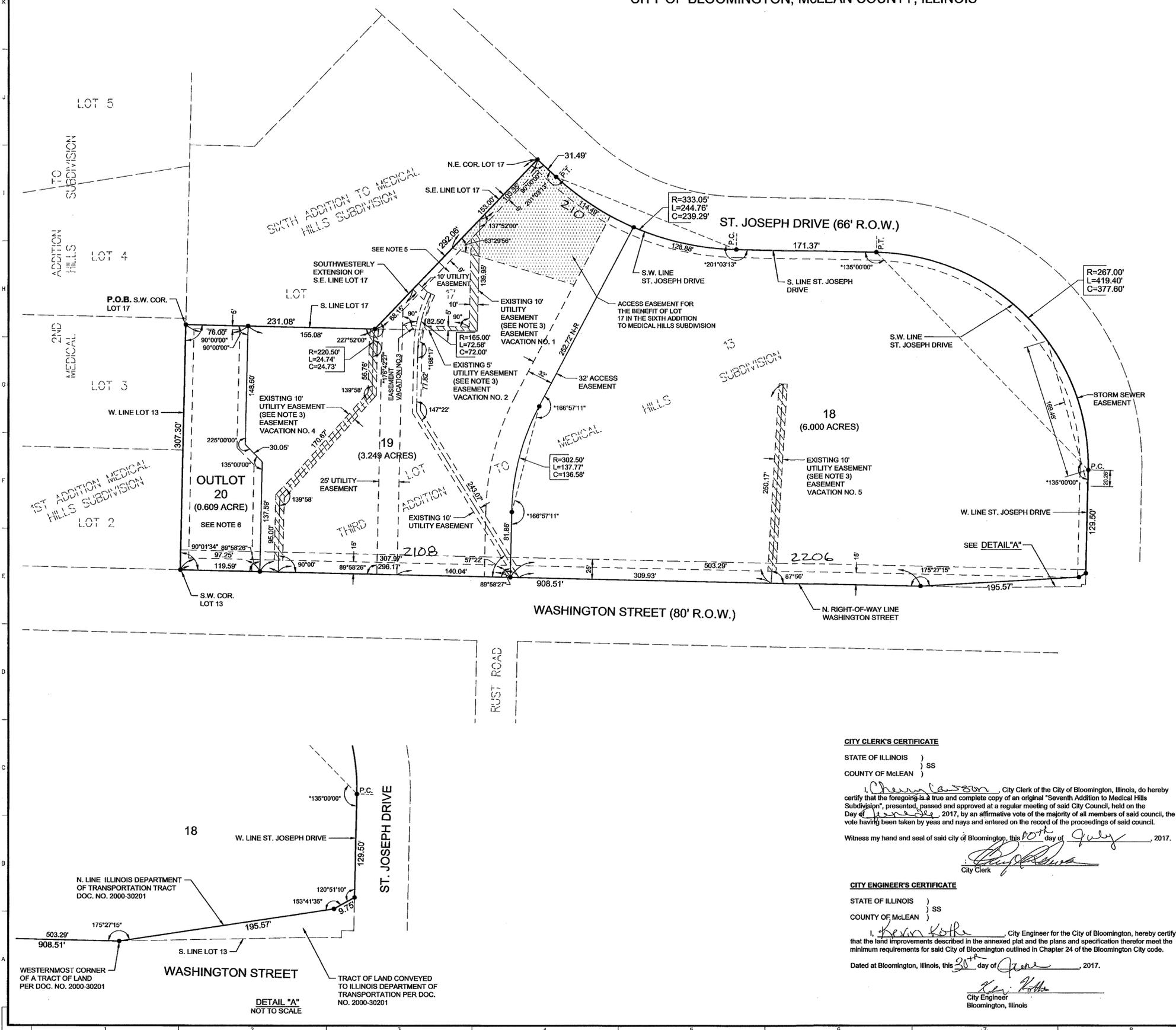
CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF McLEAN) SS

I, *Kevin Kotha*, City Engineer for the City of Bloomington, hereby certify that the land improvements described in the annexed plat and the plans and specification therefor meet the minimum requirements for said City of Bloomington outlined in Chapter 24 of the Bloomington City code.

Dated at Bloomington, Illinois, this *30th* day of *June*, 2017.

Kevin Kotha
City Engineer
Bloomington, Illinois



Farnsworth GROUP

2709 MCGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-8435 / info@f-w.com

www.f-w.com
Engineers | Architects | Surveyors | Scientists

ISSUE:

#	Date:	Description:
1	12/28/2016	ADDED ACCESS EASEMENT & NOTES
2	04/18/2017	CREATED 1 LOT SUBDIVISION
3	06/12/2017	RETURNED TO 3 LOT SUBDIVISION

PROJECT: SEVENTH ADDITION TO MEDICAL-HILLS SUBDIVISION

BLOOMINGTON, ILLINOIS

Date:	6-12-17
Design/Drawn:	DJM
Reviewed:	JDA
Book No.:	3218/01
Field:	
Project No.:	0161272.00

SHEET TITLE: FINAL PLAT

SHEET NUMBER: **1**

File No.: 24-9165

I:\element\1\2016\06121722.00 - Medical Hills 7th Addition (Farnsworth) 7th Addition Plat (8-1-17.dwg) [6/12/2017 2:27 PM]



CONSENT AGENDA ITEM NO. 7K

FOR COUNCIL: September 24, 2018

SPONSORING DEPARTMENT: Community Development - Office of Grants Administration

SUBJECT: Consideration of an Ordinance amending the Fiscal Year 2019 Budget in the amount of \$25,548.42 to adjust the Illinois Housing Development Authority Single Family Rehabilitation (SFOOR) Fund, as requested by the Community Development Department – Office of Grants Administration.

RECOMMENDATION/MOTION: The Ordinance amending the Fiscal Year 2019 Budget in the amount of \$25,548.42 to adjust the Illinois Housing Development Single Family Rehabilitation (SFOOR) Fund be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: During Fiscal Year 2018, the City received a grant award for the Illinois Housing Development Authority’s Single Family Rehabilitation (SFR) program in the amount of \$236,250. Funding through this grant allows the City to perform housing rehabilitation for income-eligible households through a five-year forgivable loan. The City is allowed to spend up to \$45,000 per property on rehabilitation and service delivery costs.

The Single Family Rehabilitation program operates on a two (2) year funding cycle. When creating the Fiscal Year 2019 program budget, staff estimated \$47,050 from Fiscal Year 2018 would remain unspent and would carry forward to Fiscal Year 2019. The actual total for Fiscal Year 2018 unspent funds was \$72,598.42. Staff is requesting the additional \$25,548.42 be added to the fiscal year 2019 budget so that it can be utilized in the final year of the Single Family Rehabilitation program. There is no additional cost to the City, as the revenue fund will be increased by \$25,548.42 as well. See Exhibit 1.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: NA

FINANCIAL IMPACT: Failure to approve the proposed budget amendment will result in the loss of \$25,548.42 in Single Family Rehabilitation program funding. It could also jeopardize future Illinois Housing Development Authority funding. The amendment increases both the expense and revenue funds by equal amounts so there is no additional cost to the City.

The revenue account (22502520-53110-55000) will increase by \$25,548.42. The following expense accounts will be increased as outlined: SFOOR Salaries (22502520-61100-55000) by \$1,500.00; SFOOR Bank Fees (22502520-70093-55000) by \$45.00; SFOOR Recording Fees (22502520-70642-55000) by \$25.00; SFOOR Other Purchased Services (22502520-70690-55000) \$1,100.00; SFOOR Loans (22502520-79020-55000) by \$22,878.42. Stakeholders can locate the IHDA SFOOR budget in the FY 2019 Budget Book titled “Other Funds and Capital Improvement” on page 29.

COMMUNITY DEVELOPMENT IMPACT: The Illinois Housing Development Authority’s Single Family Rehabilitation program funds allow the City to provide housing rehabilitation services for low and moderate income residents. These projects support the following goals outlined within the City’s Comprehensive Plan 2035 goals: H-1. Ensure the availability of safe, attractive and high quality housing stock to meet the needs of all current and future residents of Bloomington; H-1.2 Ensure an adequate supply of affordable housing for low and moderate income households.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: NA

Respectfully submitted for Council consideration.

Prepared By: Jennifer Toney, Grants Coordinator

Reviewed By: Bob Mahrt, Community Development Director

Finance & Budgetary Review By: Chris Tomerlin, Budget Analyst
Scott Rathbun, Finance Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- Ordinance
- Exhibit

ORDINANCE NO. 2018 – ____

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2019**

WHEREAS, on April 9, 2018 by Ordinance Number 2018-23, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2019, which Ordinance was approved by Mayor Tari Renner on April, 10, 2018; and

WHEREAS, a Budget Amendment is needed as detailed below;

Amending the Fiscal Year 2019 Budget in the amount of \$25,548.42 to adjust the Illinois Housing Development Authority Single Family Rehabilitation (SFOOR) fund, as requested by the Community Development Department.

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

Section One: Ordinance Number 2018- 23 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2019) is further hereby amended by inserting the following line item and amount presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2018-23 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 2018-23

Section Three: This Ordinance shall be in full force and effect upon its passage and approval.

PASSED this 24th day of September 2018.

APPROVED this ____ day of September 2018.

CITY OF BLOOMINGTON:

ATTEST:

Tari Renner, Mayor

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

FY 2019 Budget Amendment-Exhibit

Account #	Fund	Account Description	Amount	Comments
22502520-53110-55000	IHDA	Federal Grants	\$ (25,548.42)	
22502520-61100-55000	IHDA	Full-Time Salaries	\$ 1,500.00	
22502520-70093-55000	IHDA	Bank Fees	\$ 45.00	
22502520-70642-55000	IHDA	Recording Fees	\$ 25.00	
22502520-70690-55000	IHDA	Other Purchased Services	\$ 1,100.00	
22502520-79020-55000	IHDA	Loans	\$ 22,878.42	
Net Transaction:			\$ -	



CONSENT AGENDA ITEM NO. 7L

FOR COUNCIL: September 24, 2018

SPONSORING DEPARTMENT: Community Development – Office of Economic Development

SUBJECT: Consideration of an Ordinance approving an Economic Incentive Agreement to support the retention and expansion of Commercial Packaging in the City of Bloomington, as requested by the Community Development Department – Office of Economic Development.

RECOMMENDATION/MOTION: The Ordinance approving the Economic Incentive Agreement by and between the City of Bloomington and Commercial Bag Company, Inc. be approved, and authorize the Mayor and City Clerk to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 3: Grow the Local Economy; Goal 4: Strong Neighborhoods; Goal 5: Great Place – Livable, Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 3a. Retention and growth of current local businesses; 3e. Strong working relationship among the City, businesses & economic development organizations. Objective 4c: Preservation of property/home valuations; Objective 5b: City decisions consistent with plans and policies; 5c. Incorporation of “Green Sustainable” concepts into City’s development and plans; 5e: More attractive city: commercial areas and neighborhoods.

BACKGROUND: Local company Commercial Packaging (“CP”) has requested assistance from the City to support its recent acquisition and planned renovation of the former Modine Manufacturing Co. / Wildwood Industries Co. property located at 2047 Ireland Grove Road in the City of Bloomington (the “Subject Property”). Below is background on CP and details regarding the proposed economic incentive agreement:

About Commercial Packaging and the Subject Property:

CP is a family-owned and operated business that has been headquartered in McLean County since its inception. CP was founded in 1983 by Gary and Janette Egbers in their home and soon moved to an office / warehouse at 8 Westport Court in Bloomington. CP moved again in 1995 to a newly built office and warehouse building on Old Route 66 on the northeast side of the Town of Normal (adjacent to the City of Bloomington water tower next to I-55). CP’s primary product lines include multi-wall bags, woven polypropylene bags, flexible intermediate bulk containers, and flexible packaging. CP designs, procures, stores, and distributes its custom packaging products allowing its customers to use just-in-time manufacturing processes. CP’s bags are used in the pet food, livestock feed, plant seed, and consumer food products industries.

In late 2016, CP's management team determined that the company needed to expand its McLean County warehousing and office operations to keep up with increasing sales growth and to meet needs related to inventorying and warehousing ready to use bags. CP's staff contracted with a local commercial real estate broker to identify various existing logistics / distribution buildings and shovel ready sites in Central Illinois for a future new location for CP's warehouse and corporate office headquarters. This search for buildings/sites led CP to the mostly vacant 150,000 square foot Subject Property.

Although not without multiple faults, CP staff found that the Subject Property was large enough to allow CP to quickly consolidate under one roof CP's Old Route 66 warehousing operations and additional warehouse operations that were in space CP had been leasing in a building located on Industrial Park Drive on the west side of Normal. The Subject Property also offered an 11,600 square foot gutted office space that could be renovated into a new corporate headquarters office for CP. As time was of the essence in meeting its customer's demands, CP proceed to acquire the Subject Property in May of 2017 and promptly undertook limited renovations of the warehouse portion of the building which it now occupies today.

The growth and relocations of CP over the last 35 years has clearly created opportunities for other companies to grow and expand here in McLean County:

- The warehouse space CP had been leasing on the west side of Normal has already been re-released to Kongskilde Industries which downsized its McLean County operations since the 2017 sale of its Hudson facility to Brandt Agricultural Products.
- CP recently sold its Old Route 66 property to American Precision Assemblers of Hampshire, IL which is in the process of establishing a wire harness assembly operation at the site with plans to hire 50+ employees.
- Moran Transportation Corporation, an Elk Grove Village based less-than-truck-load (LTL) regional freight carrier had been leasing a portion of the warehouse at the Subject Property but has now relocated to a previously vacant cross-dock facility south of the City on Quest Drive.
- A.Y. McDonald Mfg. Co, Dubuque, IA based manufacturer and distributor of plumbing parts and fixtures, has leased space for a retail showroom and distribution center in the rear of the Subject Property for multiple years. CP's proposed improvements to the Subject Property will improve access to that part of the property for A.Y. McDonald's customers and employees.
- CP's original location at 8 Westport Court has been the home to the American Rabbit Breeders Association (ARBA) from 1996 until this year (the building was recently listed for sale as the ARBA relocated to Pennsylvania).

Proposed Economic Incentive Agreement:

In the early spring of 2017, prior to CP's acquisition of the Subject Property, CP's commercial real estate broker facilitated a meeting with City economic development staff and CP staff to discuss the various economic development tools that could assist CP with its acquisition and renovation of the Subject Property. City staff determined that the 10.8 acre Subject Property by itself could qualify for the creation of a new Tax Increment Financing District based on the blighted condition of the building (the minimum area required for a TIF District is 1.5 acres). Staff also determined

that due to certain program requirements, the expansion of the Bloomington-Normal Enterprise Zone to the property would not likely be a possibility. Other tools were considered, including limited term property tax abatement. Ultimately, CP staff and City staff concluded that the most appropriate form of municipal assistance is what is detailed in the proposed Economic Incentive Agreement:

1. Removal of the Water Tower: There presently exists on the Subject Property a derelict elevated water storage tank with the words “WILDWOOD INDUSTRIES, INC.” painted on its face. This water tower was previously used for a manufacturing process by one of the prior owners of the building but now serves no useful purpose. The water tower is not in any way connected to the City’s water distribution network. CP indicated that the water tower would not be used by CP for any business related purpose but could potentially be repainted with CP’s logo. City staff determined that the use of the water tower only as a sign would not be permitted by the City’s sign code. Since the water tower is visible from a considerable distance all around the area (see attached photos), City staff recommend that CP investigate the cost to remove the water tower. Finding that the estimated \$27,000 cost to remove the water tower exceeded CP’s initial expectations, CP has requested that the City financially assist with the removal of the water tower. City staff supports CP’s request for assistance with the extraordinary cost to remove the derelict water tower as its removal will significantly improve the viewshed of the area and eliminate a potential safety hazard which could affect adjacent properties.

2. Discount of Mercer Avenue Connection Fee: When the Subject Property was developed in 1965 by Modine Manufacturing, Mercer Avenue did not extend south of Ireland Grove Road. The Subject Property took access from Ireland Grove Road via an approximately 60 foot wide driveway located between two adjacent properties. In order to improve access to and the visibility of the Subject Property, CP desires to construct a right-in, right-out driveway connecting to Mercer Avenue. Based on the way in which this section of Mercer Avenue was constructed in 1995/1996 as part of the development of the State Farm Corporate South Campus, any property owner desiring to connect to Mercer Avenue would be required to pay the City a road connection fee (AKA “tap-on fee”) based on the length of the frontage of that property to the road. The tap-on fee for the Subject Property to connect to Mercer Avenue has been calculated by the City’s Public Works Department to be approximately \$80,000 using a formula that accounts for the cost to construct the road and factoring in over 18 years of interest using the Consumer Price Index.

CP staff has requested that the City provide some relief from this tap-on fee as CP will be bearing considerable expense to construct the proposed driveway across the Subject Property to connect with Mercer Avenue. CP will also need to invest in enlarging the private stormwater detention basin on the Subject Property to offset for the added impermeable surface created by the new driveway. City staff supports a 60% discount of the road tap-on fee. The resulting discounted tap-on fee is comparable on a per linear foot of frontage basis to the tap-on fee that was paid by an adjacent property owner who also sought access to Ireland Grove Road in the mid-1990s. Given that State Farm owns property on both the east and west sides of the section of Mercer Avenue south of the

Subject Property, it is highly unlikely that additional connections to this section of Mercer Avenue will be requested in the near future. Therefore, it is also unlikely that any other tap on fee revenue would accrue to the City from this section of street.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: City staff assisted CP and its commercial real estate broker with the transaction of the Subject Property. City staff also advised Moran Transportation Corporation, an Elk Grove Village based less-than-truck-load (LTL) regional freight carrier on its relocation from the Subject Property (it was under a short-term lease of a portion of the building with the prior owner) to a previously vacant cross-dock facility south of the City on Quest Drive. City staff, along with Town of Normal staff and staff from the Bloomington-Normal Economic Development Council, advised American Precision Assemblers of buildings available in McLean County when it was searching for space for its new downstate facility and provided the referral that led to American Precision Assemblers purchase of CP's Old Route 66 facility.

FINANCIAL IMPACT: The City's assistance with the removal of the derelict water tower is proposed to be structured as a rebate of the City's portion of the newly created incremental property tax resulting from CP's acquisition and investment in the Subject Property. Similar to the way in which a TIF District functions, the City would annually rebate to CP only the new property tax increment paid to the City by the McLean County Treasurer of the City's portion of the property tax collected by the Treasurer from the Subject Property. Unlike in a TIF District, only the City's portion of the incremental new property tax will be used to fund the incentive. The City of Bloomington Public Library's and all other taxing district's (District 87, McLean County, etc.) incremental property tax would not be rebated. The City would continue to receive and retain the base amount of property tax, \$4,876.34 throughout the term of the agreement. For property tax year 2017 payable 2018, the amount of increment is \$1,870.79. In future years, the amount of increment is likely to increase substantially as a result of CP's proposed further investment in the Subject Property.

The amount of the rebate would be limited to CP's actual cost to remove the water tower or \$40,000 (whichever is less). The proposed incentive agreement limits the term of the rebate to 21 years. It is anticipated that the rebate will be fully repaid in less than 15 years based on the projected increase in the assessed value of the Subject Property resulting from CP's acquisition and improvements. In the unlikely event that in one or more future years the value of the Subject Property were to decrease below its present value, no rebate payment would be owed to CP. If CP were to vacate the Subject Property during the term of the agreement, CP would be required to repay the City a defined percentage of the payments made through that date (a "claw back" provision).

City staff would include the first property tax rebate payment in the City's FY2020 budget as the first rebate payment would not be due until May 31, 2019. The rebate payments would be allocated in the City's FY 2020 Economic Development budget which is included in the City's General Fund. The maximum liability to the City for the proposed Economic Incentive Agreement is \$40,000.00 over the twenty-one (21) year term of the agreement. The payment for the proposed rebate would be budgeted beginning in FY 2020 and paid out of the Economic Development-Rebates to Developer account (10019170-79070).

The 60% discount of the Mercer Avenue tap on fee will be granted at the time of CP's application for a construction permit for that improvement, subject to the completion of the demolition of the water tower. The 40% of the tap on fee that CP will be required to pay the City will be deposited into the Capital Improvement-Property Owner Contributions fund (40100100-57320). Fees deposited into this fund are used by the City to construct and maintain infrastructure throughout the City.

COMMUNITY DEVELOPMENT IMPACT: The proposed incentive agreement is supported by the City's Economic Development Strategic Plan and Economic Development Incentive Guidelines, both of which were approved by the City Council on October 22, 2012. In relation to the removal of the water tower and the corresponding improvement to the viewshed of the area, staff would request that the Council specifically consider Incentive Guideline #1-D:

Strategic Use of Incentives: Economic incentives considered by the City of Bloomington will additionally factor in the economic impact an incentive to a specific applicant has to revitalize a particular area of the City beyond just the applicant's property.

Staff also calls Council attention to the following Economic Development Strategic Plan Goals and Objectives:

Prosperous Community:

B. Provide normal and customary incentives to new and existing businesses that locate within the City and create jobs.

C. Carefully scrutinize requests for non-customary assistance or incentives to ensure a favorable return on any City investment and minimize risk to City taxpayers.

The proposed project and associated incentive align with the following Comprehensive Plan 2035 Goals and Objectives:

ED-1 Ensure a broad range of employment opportunities for all residents

ED-1.1 Focus on retention and expansion of existing businesses

ED-4 Enhance the image of Bloomington as a business friendly community

ED-4.2 Prioritize infill and redevelopment to spur growth and reinvestment in the City

ED-4.4 Evaluate commercial land use needs in the context of changing economic trends

ED-4.5 Identify and reduce barriers for local growth and economic development

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

Respectfully submitted for Council consideration.

Prepared By:

Austin Grammer, Economic Development Coordinator

Reviewed By: Bob Mahrt, Community Development Director
Jim Karch, Public Works Director
Kevin Kothe, City Engineer
Tony Meizelis, Civil Engineer I

Finance & Budgetary Review By: Chris Tomerlin, Budget Analyst
Scott Rathbun, Finance Director

Legal Review By: Kathleen Field Orr, Counsel for Economic Development

Recommended by:



Tim Gleason
City Manager

Attachments:

- Ordinance
- Agreement
- Pictures of the Subject Property from May 11, 2017
- Pictures of the Water Tower

ORDINANCE NO. 2018 – ____

**ORDINANCE APPROVING AN ECONOMIC INCENTIVE AGREEMENT
BY AND BETWEEN THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS
AND COMMERCIAL BAG COMPANY AND 4-EGGS, LLC
(2047 Ireland Grove Road)**

WHEREAS, the City of Bloomington, McLean County, Illinois (the “City”), is a home-rule unit of local government organized under the laws of the State of Illinois and is authorized to enter into economic incentive agreements in order to encourage the development or redevelopment of land within the corporate limits of the City; and,

WHEREAS, the City has identified certain commercial areas within its municipal boundaries where private development or redevelopment would significantly improve its tax base and the tax base of all of the affected taxing districts and provide new job opportunities for its citizens; and,

WHEREAS, Commercial Bag Company, an Illinois Corporation; and 4-EGGS, LLC, an Illinois Limited Liability Company (collectively the “Developer”) has acquired the former Modine Manufacturing Co. / Wildwood Industries Co. property located at 2047 Ireland Grove Road (the “Subject Property”), with the intent to renovate the former manufacturing building on the Subject Property into a modern distribution center and corporate headquarters offices; and,

WHEREAS, the Developer has requested financial assistance from the City related to the extraordinary costs to be incurred by the Developer in its planned removal of a large derelict elevated water storage tank from the Subject Property; and,

WHEREAS, the Developer has further requested relief from the road connection fees imposed by the City related to the Developer’s plan to construct a new driveway and entrance on the east side of the Subject Property along Mercer Avenue; and,

WHEREAS, the Mayor and City Council of the City have determined that it is in the best interests of the City and the health, safety and welfare of its residents, for the City to provide some financial assistance to the Developer as set forth in the attached Economic Incentive Agreement.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Bloomington, McLean County, Illinois, as follows:

Section 1. That the Economic Incentive Agreement by and between the City of Bloomington, McLean County, Illinois and Commercial Bag Company and 4-EGGS, LLC, attached hereto and made a part hereof, is hereby approved and the Mayor and City Clerk are hereby authorized to execute and deliver said Agreement on behalf of the City.

Section 2. The City Manager is hereby authorized and directed to undertake any and all actions as may be required to implement the terms of said Agreement.

Section 3. This Ordinance shall be in full force and effect immediately upon its passage by the Mayor and City Council and approval as provided by law.

ADOPTED this 24th day of September 2018, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Tari Renner, Mayor

ATTEST:

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

ECONOMIC INCENTIVE AGREEMENT
by and between
THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS
and
COMMERCIAL BAG COMPANY AND 4-EGGS, LLC
(2047 Ireland Grove Road)

THIS ECONOMIC INCENTIVE AGREEMENT is entered into this ____ day of _____ 2018, by and between the City of Bloomington, Illinois, an Illinois municipal corporation (the “*City*”), and Commercial Bag Company, an Illinois Corporation; and 4-EGGS, LLC, and Illinois Limited Liability Company (collectively the “*Developer*”).

PREAMBLES

WHEREAS, the City is a duly organized and validly existing home-rule municipality pursuant to Article VII, Section 6a) of the Constitution of the State of Illinois of 1970 and as such, may exercise any power and perform any function pertaining to its government and affairs; and,

WHEREAS, the Mayor and City Council (the “*Corporate Authorities*”) have acknowledged that one of the primary goals of local government is to promote the health, safety and welfare of its citizens by encouraging private investment in industry, business and housing in order to enhance the City’s tax base, ameliorate blight and provide job opportunities for its residents; and,

WHEREAS, the Corporate Authorities have also acknowledged that in order to accomplish its goal to promote the health, safety and welfare of its citizens, there is often a need for economic assistance to address some of the extraordinary measures required to accomplish private investment in industry, business and housing; and,

WHEREAS, the City has identified certain commercial areas within its municipal boundaries where the existence of certain factors, such as excessive vacancies, deteriorating

buildings and/or deteriorating common areas which factors, if not addressed, shall result in a disproportionate expenditure of public funds, decline of the City's tax base and loss of job opportunity for its residents; and,

WHEREAS, the Corporate Authorities, through the adoption of the City's Comprehensive Plan 2035 (August 24, 2015; Resolution 2015-31), determined that multiple commercial properties in the vicinity of the intersection of Ireland Grove Road and Mercer Avenue are to be regarded as "Tier One" priority focus areas for in-fill development and redevelopment to "support the goals of compact development, leveraging Bloomington's investment in city services, and keeping growth contiguous to the City"; and,

WHEREAS, in May of 2017 the Developer acquired the former Modine Manufacturing Co. / Wildwood Industries Co. property located at 2047 Ireland Grove Road, legally described on Exhibit A attached hereto and made a part hereof (the "*Subject Property*") which property is presently improved with an approximately 150,000 square foot industrial building, the core of which was originally constructed in 1965 and has been enlarged over the years (the "*Building*"); and,

WHEREAS, the Building has been largely vacant and in a state of decline since the bankruptcy and closure of Wildwood Industries Co. which operated in the Building from 1985 to 2009; and,

WHEREAS, the Developer has acquired and proposes to fully renovate the Building into a modern distribution center and corporate headquarters offices for the packaging design and distribution business known as Commercial Bag Company, a business which was founded in Bloomington in 1983 and continues to operate at multiple locations in McLean County to this day, but now desires to consolidate its operations under one roof; and,

WHEREAS, there currently exists on the northwest corner of the Subject Property a large derelict elevated water storage tank with the words “WILDWOOD INDUSTRIES, INC.” painted on its face (the “*Water Tower*”) which the Corporate Authorities and the Developer desire to be demolished to eliminate blight from the Subject Property and improve the appearance of and attract investment to adjacent properties; and,

WHEREAS, the Developer has advised the City that the cost of the demolition of the Water Tower presents an extraordinary cost to the Developer for which Developer has requested assistance from the City to finance; and,

WHEREAS, the Developer has also advised the City that in order to fully renovate the Building and complete other improvements to the Subject Property deemed necessary by the Developer, the Subject Property will need access to Mercer Avenue to facilitate a new driveway and entrance on the east side of the Subject Property with associated improvements to the public right of way (the “*Mercer Avenue Driveway*”) for which road connection fees will need to be paid to the City (the “*Tap-on Fee*”); and,

WHEREAS, the Corporate Authorities have reviewed the proposal from the Developer and its commitment to undertake the removal of the Water Tower at the Developer’s expense and the Developer’s desire to construct the Mercer Avenue Driveway at the Developer’s expense and have determined that it is in the best interest of the City and the health, safety and welfare of its residents, for the City to provide some financial assistance to the Developer for the extraordinary costs to be incurred by the Developer in connection with the removal of the Water Tower and to provide some relief of the Tap-on Fee, upon the terms, conditions and limitations as hereinafter set forth.

NOW, THEREFORE, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Section 1. Incorporation of Recitals.

All of the recitals contained in the Preambles to this Agreement are hereby incorporated into this Agreement as though restated in this Section.

Section 2. Obligations of the Developer.

A. On or before January 31, 2019 the Developer covenants and agrees to cause the demolition and removal of the Water Tower from the Subject Property in a good and workmanlike manner in accordance with the standards set forth in the City Code and all applicable laws of the State of Illinois (the "Project"). The Developer further covenants and agrees to provide to the City within ninety (90) days of the completion of the Project copies of all invoices and proof of payment with waiver of Lien(s) for the work related to the Project.

B. On or before October 31, 2018 the Developer shall present a plan to the City specifying the improvements to be made to the Subject Property in relation to the Mercer Avenue Driveway for the City's review in accordance with the standards set forth in the City Code and all applicable laws of the State of Illinois.

C. The Developer covenants and agrees to locate the headquarters offices of Commercial Packaging, Inc. at the Subject Property by March 1, 2019, unless delayed by Force Majeure as described in Section 7 below.

D. The Developer covenants and agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* (the "*Prevailing Wage Act*"), if and to the extent the Developer's receipt of funds from the City pursuant to this Agreement causes the Developer to become subject to the Prevailing Wage Act.

Section 3. Obligations of the City.

A. Provided that the Developer has satisfied the requirements as stated in Section 2, the City hereby covenants and agrees to annually reimburse the Developer one hundred percent (100%) of the new incremental ad valorem property tax paid to the City by the Developer for Property Index Number 21-15-226-028 resulting from the Developer's improvements to the Subject Property (the "Incremental Property Tax"), the first rebate payment being made no later than May 31, 2019 for Incremental Property Tax paid by the Developer to the McLean County Treasury for tax year 2017 payable 2018.

B. The Incremental Property Tax shall be calculated by subtracting the 2016 tax year amount payable to the City of \$4,876.34 from the current year tax amount payable to the City. By way of example, if the 2017 tax year property tax payable to the City were to be \$6,747.13, then the Incremental Property Tax for 2017 would be \$1,870.79. It is understood and agreed that the property tax levied by the City for the City of Bloomington Public Library shall not be included in the calculation of the Incremental Property Tax and no portion of the property tax paid by the Developer for the Subject Property assessed for the benefit of the City of Bloomington Public Library, or any other taxing district apart from the City, be rebated by the City to the Developer.

C. The first payment shall be made to the Developer on or before May 31, 2019 and annually on May 31st each year thereafter of Incremental Property Tax distributed to the City by the McLean County Treasurer for the prior tax year until the first to occur (i) the Developer has received a the lessor of (i) the Developer's actual documented cost attributed to the Project; or, (ii) \$40,000.00.

D. In the event the operations of Commercial Bag Company vacate the Building at the Subject Property at any time during the term of this Agreement, other than a temporary cessation of operations for reasonable business purposes such as remodeling or as a result of a force majeure, the Developer covenants and agrees to repay the City for amounts paid by the City under the terms of this Agreement according to the following schedule:

<u>Year of Termination of Operations</u>	<u>Percentage of Prior Amounts Received by Developer to be Repaid to City</u>
<u>2019</u>	<u>100%</u>
<u>2020</u>	<u>100%</u>
<u>2021</u>	<u>100%</u>
<u>2022</u>	<u>100%</u>
<u>2023</u>	<u>100%</u>
<u>2024</u>	<u>100%</u>
<u>2025</u>	<u>100%</u>
<u>2026</u>	<u>100%</u>
<u>2027</u>	<u>100%</u>
<u>2028</u>	<u>100%</u>
<u>2029</u>	<u>80%</u>
<u>2030</u>	<u>80%</u>
<u>2031</u>	<u>80%</u>
<u>2032</u>	<u>60%</u>
<u>2033</u>	<u>60%</u>
<u>2034</u>	<u>60%</u>
<u>2035</u>	<u>40%</u>
<u>2036</u>	<u>40%</u>
<u>2037</u>	<u>40%</u>
<u>2038</u>	<u>20%</u>
<u>2039</u>	<u>20%</u>
<u>2040</u>	<u>0%</u>

As security for such promise to repay, upon receipt from the City of each payment of Incremental Property Tax, the Developer agrees to execute a promissory note (in substantially the same form as found in Exhibit B) in an amount equal to such payment, which note shall be due and payable within thirty (30) days of the cessation of operation of Commercial Bag

Company at the Subject Property; and, in the event Commercial Bag Company continues its operation until January 1, 2040, all notes shall be cancelled as if paid in full.

F. Provided that the Developer has satisfied the requirements as stated in Section 2A (the removal of the Water Tower on or before January 31, 2019), the City Engineer shall cause for the Tap-on Fee for the Mercer Avenue Driveway to be discounted by sixty percent (60%) which fee shall be paid by the Developer to the City prior to the City's issuance of a permit for the Developer's work related to the Mercer Avenue Driveway. This provision shall expire on December 31, 2019.

Section 4. Term.

Unless earlier terminated pursuant to Section 16 hereof, the term of this Agreement shall commence on the date of adoption by the Corporate Authorities and shall run until the first to occur: (A) the Developer having received the lessor of (i) the Developer's actual documented cost attributed to the Project; or, (ii) \$40,000.00; or, (B) January 1, 2040.

Section 5. No Liability of City to Others for Developer's Expenses.

The City shall have no obligations to pay costs of the Project or to make any payments to any person other than the Developer, or its successors or assigns, nor shall the City be obligated to pay any contractor, subcontractor, mechanic, or materialman providing services or materials to the Developer for the construction and development of the Project, the Mercer Avenue Driveway, or any other improvements made by the Developer to the Subject Property.

Section 6. Time; Force Majeure.

Time is of the essence of this Agreement; provided, however, a party shall not be deemed in material breach of this Agreement with respect to any of such party's obligations to be performed under this Agreement, if such party fails to timely perform the same and such failure

is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, war, fuel shortages, accidents casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party ("*Force Majeure*"). If one of the foregoing events occurs or either party claims that such an event occurred, the party to whom such claim is made shall investigate and consult with the party making such claim, and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was reasonably caused by such Force Majeure.

Section 7. Assignment.

This Agreement may not be assigned by the Developer without the prior written consent of the City, which consent shall not be unreasonably withheld.

Section 8. Indemnification.

The Developer shall indemnify and hold harmless the City, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs, and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly from the failure of the Developer, or any contractor, subcontractor, agent, or employee thereof (so long as such contractor, subcontractor, agent, or employee thereof is hired by the Developer) to timely pay any contractor, subcontractor, laborer, or materialman, from any default or breach of the terms of this Agreement by the Developer; or

from any negligence or reckless or willful misconduct of the Developer or any contractor, subcontractor, agent, or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Developer). The Developer shall, at its own cost and expense, appear, defend, and pay all charges of attorneys, costs, and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the City, its agents, officers, officials, or employees in any such action, the Developer shall have no obligation whatsoever, and City shall indemnify and hold harmless the Developer, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs, and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees), with respect to any acts of negligence or reckless or willful misconduct on the part of the City or any of its officers, agents, employees, or contractors.

Section 9. Waiver.

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right or remedy does so in writing. No such waiver shall obligate such party to waive any right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

Section 10. Severability.

If any section, subsection, term, or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term, or provision of this Agreement, or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 11. Notices.

All notices, demands, requests, consents, approvals, or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party, or an officer, agent, or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To the Developer: Commercial Bag Company
Janette Egbers, CEO
1 Paper Chase Street
Normal, IL 61761

4-EGGS, LLC
Janette Egbers, Manager, JE Real Estate Holding
2047 Ireland Grove Road
Bloomington, IL 61704

With a copy to: Ryne J. Takacs
Smith Haughey Rice & Roegge
100 Monroe Center NW
Grand Rapids, MI 49503

To the City: City Manager
City of Bloomington
109 E. Olive Street
Bloomington, Illinois 61234

With a copy to: Kathleen Field Orr
Kathleen Field Orr & Associates
53 West Jackson Boulevard
Suite 964
Chicago, Illinois 60604

Section 12. Successors in Interest.

This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

Section 13. No Joint Venture, Agency, or Partnership Created.

Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

Section 14. No Discrimination – Construction.

The Developer, or its successors or assigns, agrees that with respect to the development of the Project it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Developer shall take affirmative action to require that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising and solicitations or advertisements for employees; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices, which may be provided by the City, setting forth the provisions of this nondiscrimination clause.

Section 15. Remedies – Liability.

(a) If, in the City's judgment, the Developer is in material default of this Agreement, the City shall provide the Developer with a written statement indicating any failure on the Developer's part to fulfill its obligations under this Agreement. Except as required to protect against further damages, the City may not exercise any remedies against the Developer in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such period shall be extended for such time as is

reasonably necessary for the curing of the same, so long as the Developer diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the City in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

(b) If the Developer materially fails to fulfill its obligations under this Agreement after notice is given by the City and any cure periods described in paragraph (a) above have expired, the City may elect to terminate this Agreement or exercise any right or remedy it may have at law or in equity, including the right to specifically enforce the terms and conditions of this Agreement.

(c) If prior to completion of the Project, any voluntary or involuntary petition or similar pleading under any section of any bankruptcy or insolvency act shall be filed by or against the Developer; or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Developer insolvent or unable to pay the Developer's debts; or the Developer makes an assignment for the benefit of its creditors; or a trustee or receiver is appointed for the Developer or for the major part of the Developer's property; the City may elect, but is not required to, terminate this Agreement with or without notice, to the extent permitted by law and enforceable under applicable federal bankruptcy laws. In order to terminate this Agreement for any reason described in this sub-section (c), the City's sole obligation shall be to record a Certificate of Default with the McLean County Recorder's Office, executed by the Mayor or the City Manager, stating that this Agreement is terminated pursuant to

the provisions of this Section 16(c), in which event this Agreement shall *ipso facto* automatically become null and void and of no further force and effect.

(d) If, in the Developer's judgment, the City is in material default of this Agreement, the Developer shall provide the City with a written statement indicating in adequate detail any failure on the City's part to fulfill its obligations under this Agreement. The Developer may not exercise any remedies against the City in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the City diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. Any failure or delay by the Developer in asserting any of its rights or remedies as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

(e) In addition to any other rights or remedies, a party may institute legal action against the other party to cure, correct, or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to, the equitable remedy of an action for specific performance; provided, however, no recourse for any claim or obligation, other than acts of negligence or reckless or willful misconduct on the part of the City or any of its officers, agents, employees, or contractors, contained in this Agreement shall be had against the City, its officers, agents, attorneys, representatives, or employees, in any amount or in excess of any specific sum agreed to be paid by the City pursuant to this Agreement; and no liability, right, or claim at law or in equity shall be attached to or incurred by the City, its officers, agents, attorneys, representatives, or

employees in any amount in excess of any specific sums agreed by the City to be paid hereunder, and any such claim is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the City.

(f) The rights and remedies of the parties are cumulative and the exercise by a party of one or more such rights or remedies shall not preclude the exercise, at the same time or different times, of any other rights or remedies for the same default or for any other default by the other party.

(g) This Agreement and all matters pertaining hereto shall be governed by Illinois law and any dispute arising herefrom shall be litigated in McLean County, Illinois, the county wherein the Subject Property is located.

Section 16. Amendment.

This Agreement, and any exhibits attached to this Agreement, may be amended only in a writing signed by all parties with the adoption of any ordinance or resolution of the City approving the amendment, as provided by law, and by execution of the amendment by the parties or their successors in interest. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the Project.

Section 17. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Bloomington, Illinois.

City of Bloomington, McLean County, an Illinois
municipal corporation

By: _____
Tari Renner, Mayor

Attest:

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

Commercial Bag Company

By: _____
Janette Egbers, CEO

Attest:

Secretary

4-EGGS, LLC

By: _____
Janette Egbers, Manager, JE Real Estate Holding

Attest:

Secretary

Exhibit A

Legal Description

Lot 2 in Wilder Subdivision, a Subdivision to the City of Bloomington, McLean County, Illinois, according to the plat thereof recorded December 23, 1988 as Document Number 88-19970.

EXCEPT: That part conveyed to the City of Bloomington by Trustee's Deed recorded as Document Number 92-31060 by Quit Claim Deed recorded as Document Number 92-31067;

ALSO EXCEPT: Commencing at the Northeast corner of said Lot 2; thence South 87 degrees 28 minutes 27 seconds West 71.73 feet to the point of beginning; thence South 87 degrees 28 minutes 27 seconds West 220.08 feet; thence South 02 degrees 13 minutes 29 seconds East, 33.93 feet; thence North 87 degrees 28 minutes 27 seconds East 40.01 feet; thence South 02 degrees 13 minutes 29 seconds East 24.22 feet; thence North 87 degrees 28 minutes 27 seconds East, 186.37 feet to the Westerly right of way line of Mercer Drive; thence Northerly 58.47 feet along a curve concave to the East having a radius of 1303.75 feet and a chord bearing North 08 degrees 01 minutes 31 seconds West 58.47 feet to the point of beginning;

FURTHER EXCEPTING: Beginning at the Northeast corner of said Lot 2; thence South 03 degrees 55 minutes 37 seconds East 378.10 feet along the East line of said Lot 2 and the East line of said Section 15; thence North 18 degrees 14 minutes 02 seconds West, 134.83 feet to a curve; thence Northerly 252.65 feet along a curve concave to the East having a radius of 1303.75 feet and a chord bearing North 12 degrees 41 minutes 05 seconds West 252.15 feet; thence North 87 degrees 28 minutes 02 seconds East 71.73 feet along the North line of said Lot 2 to the point of beginning, City of Bloomington, in McLean County, Illinois.

Exhibit B

PROMISSORY NOTE

\$ _____

Date: _____, 20__

1. **Amount.** For value received, the undersigned _____, a _____ of the State of Illinois (“*Developer*”), hereby promises to pay to the City of Bloomington, McLean County, Illinois (the “*City*”) the principal amount of _____ Dollars (\$_____), in a lump sum payment within thirty (30) days of cessation of operation of Commercial Packaging, Inc. at 2047 Ireland Grove Road, Bloomington, Illinois (the “*Premises*”).

2. **Default.** This Promissory Note shall become immediately due and payable upon the happening of any of the following events: (i) the cessation of the operation of Commercial Packaging, Inc. at the Premises; or, (ii) the institution of bankruptcy proceedings or other proceedings for the relief of debtors against Commercial Packaging, Inc., and such proceeding or proceedings are not dismissed within sixty (60) days from the date of its commencement. In either such event the full amount of the remaining balance of this Promissory Note shall be accelerated and become due and payable forthwith.

3. **Prepayment.** Developer reserves the privilege of prepaying, without penalty, at any time and from time to time, any part or all of the indebtedness evidenced by this Promissory Note.

4. **Enforcement.** In the event Developer defaults and the City prevails in a suit against Developer to enforce the terms of this Promissory Note, the City shall be entitled to recover attorneys’ fees and court costs incurred in enforcing the terms of this Promissory Note.

5. **Invalidity.** If any provision of this Note or any payments pursuant to the terms hereof shall be invalid or unenforceable to any extent, the remainder of this Note and any other payments hereunder shall not be affected thereby and shall be enforceable to the greatest extent permitted by law.

6. **Counterparts.** This instrument may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one complete document.

7. **Governing Law.** This Note is to be governed and construed in accordance with the laws of the State of Illinois.

8. **No Amendment.** This Note may not be changed or amended orally but only by an instrument in writing signed by the party against whom enforcement of the change or amendment is sought.

9. **Certification.** The undersigned, _____ of the _____ of _____, hereby certifies that said _____ has been authorized by the corporate authorities of Developer to execute and deliver this Promissory Note.

IN WITNESS WHEREOF, the undersigned has caused this Promissory Note to be signed on the day and year first above written.

Commercial Bag Company, Inc.,
an Illinois Corporation:

BY: _____
_____, President

Attest:

_____, Secretary

2407 Ireland Grove Road – Commercial Packaging – May 11, 2017



2407 Ireland Grove Road – Commercial Packaging – May 11, 2017



2407 Ireland Grove Road – Commercial Packaging – May 11, 2017



2407 Ireland Grove Road – Commercial Packaging – May 11, 2017



2407 Ireland Grove Road – Commercial Packaging – May 11, 2017



2407 Ireland Grove Road – Commercial Packaging – May 11, 2017



2407 Ireland Grove Road – Commercial Packaging – May 11, 2017



2407 Ireland Grove Road – Commercial Packaging – May 11, 2017



2407 Ireland Grove Road – Commercial Packaging – May 11, 2017



2407 Ireland Grove Road Water Tower

View from Veterans Parkway Southbound



View from Ireland Grove Road Eastbound



View from State Farm Corporate South Loop Road



View from Ireland Grove Road



Views from subject property









CONSENT AGENDA ITEM NO. 7M

FOR COUNCIL: September 24, 2018

SPONSORING DEPARTMENT: City Clerk's Office

SUBJECT: Consideration of an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge at Lake Bloomington on October 6, 2018, the request from Don Badgerow and Kelsie Howerton to allow moderate consumption of beer and wine, as requested by the City Clerk's Office.

RECOMMENDATION/MOTION: The Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge at Lake Bloomington on October 6, 2018 be approved, and 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 5.d. Appropriate leisure and recreational opportunities responding to the needs of residents.

BACKGROUND: Commissioner Tari Renner called a hearing on the request to allow beer and wine at the Davis Lodge for an October 6, 2018, wedding reception.

Commissioners Tari Renner, Jim Jordan, and Lindsey Powell were present.

Kelsie Howerton, the Bride, appeared before the Commission and stated Tony Roma's would be catering the event and serving beer and wine during the reception, that no hard liquor would be served. Ms. Howerton stated the event will be held from 4 p.m. to 10 p.m.

Motion by Commissioner Powell, seconded by Commissioner Jordan, to give the request from Don Badgerow and Kelsie Howerton to allow moderate consumption of beer and wine at their October 6, 2018 wedding reception at Davis Lodge a positive recommendation to the City Council and for the City Liquor Code to be suspended accordingly.

Commissioner Renner directed the Clerk to call the roll:

Ayes: Commissioners Renner, Jordan, and Powell.

Nays: None.

Motion carried.

Commissioner Renner stated that this item would be moved forward to the City Council with a positive recommendation for its consideration.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Ashley Lara, Legislative Assistant

Reviewed By: Cherry L. Lawson, City Clerk

Legal Review By: George D. Boyle, Assistant Corporation Counsel

Recommended By:



Tim Gleason
City Manager

Attachments:

- Ordinance
- Application

ORDINANCE NO. 2018 – ____

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 OCTOBER 6, 2018 AT DAVIS LODGE AT LAKE BLOOMINGTON

WHEREAS, Don Badgerow and Kelsie Howerton desire to allow moderate consumption of beer and wine at their October 6, 2018 wedding reception to be held at Davis Lodge at Lake Bloomington from 4:00 PM to 10:00 PM; and

WHEREAS, Don Badgerow and Kelsie Howerton have requested permission from the City to serve beer and wine during this event; and

WHEREAS, in order to legally possess alcohol in a City Park, Sections 701(a), (b) and (c) of Chapter 31 of the Bloomington City Code, which prohibits the drinking, selling and possessing of alcoholic beverages within the City parks and Section 26(d) of Chapter 6 of the Bloomington City Code, which prohibits possession of open alcohol on public property must be suspended:

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended as those ordinances pertain to the Davis Lodge at Lake Bloomington, for the wedding reception on October 6, 2018 from 5:00 PM to 10:00 PM.

Section 2: Except for the date, location and times set forth in Section 1 of this Ordinance, Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, shall remain in full force and effect. Nothing in this Ordinance shall be interpreted as repealing said Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code.

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 24th day of September 2018.

APPROVED this ____ day of September 2018.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

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



CITY OF Bloomington ILLINOIS

REQUEST FOR BEER/WINE AT A CITY OWNED PROPERTY

My event will be held at (Please Check One) Miller Park Pavilion Davis Lodge

APPLICANT INFORMATION

Name(s) of applicants (Specify how they are related to the event):

Kelsie Howerton (Bride)
Don Badgerow (Groom)

Applicant Contact Information:

Phone Number: [Redacted] Email Address: [Redacted]
Address: [Redacted]
City: [Redacted] State: Illinois Zip Code: [Redacted]

CATERER INFORMATION

Name of Caterer: Tony Romas Contact Number: 309 662 2525
Address: 1607 N Turner Dr Bloomington IL 61704
City: Bloomington State: Illinois Zip Code: 61704

EVENT INFORMATION

Type of Event: Wedding
Date/Time of Event: 10/6/18 4:00 pm
Number of Attendees: 100 (roughly on the high end)
Have you secured a date with the venue checked above? YES NO

If yes, please provide a copy of the contract and receipt you were given.

[Redacted Signature] Applicant Signature

7-6-18 Date

Please email the completed form to cityclerk@cityblm.org, fax to 309-434-2628, or mail to: City Clerk, 109 E Olive St, Bloomington, IL 61701



OFFICE USE ONLY

Liquor Commission Date: September 11th, 2018

➤ Date Approved for Council: September 24, 2018

City Council Meeting Date: September 24, 2018

➤ Date Council Approved: _____

➤ Ordinance Number: _____

Confirmed Reservation and Deposit with Event Location: YES NO

Caterer has a Current City of Bloomington License: YES NO

Water/Parks Departments have been notified: YES NO

Date Received: 8/11/18 Staff Initials: DM



*Water Department
603 W. Division Street
Bloomington, IL 61701
Phone: 309-434-2426
Fax: 309-434-2833*

Davis Lodge Receipt for Payment

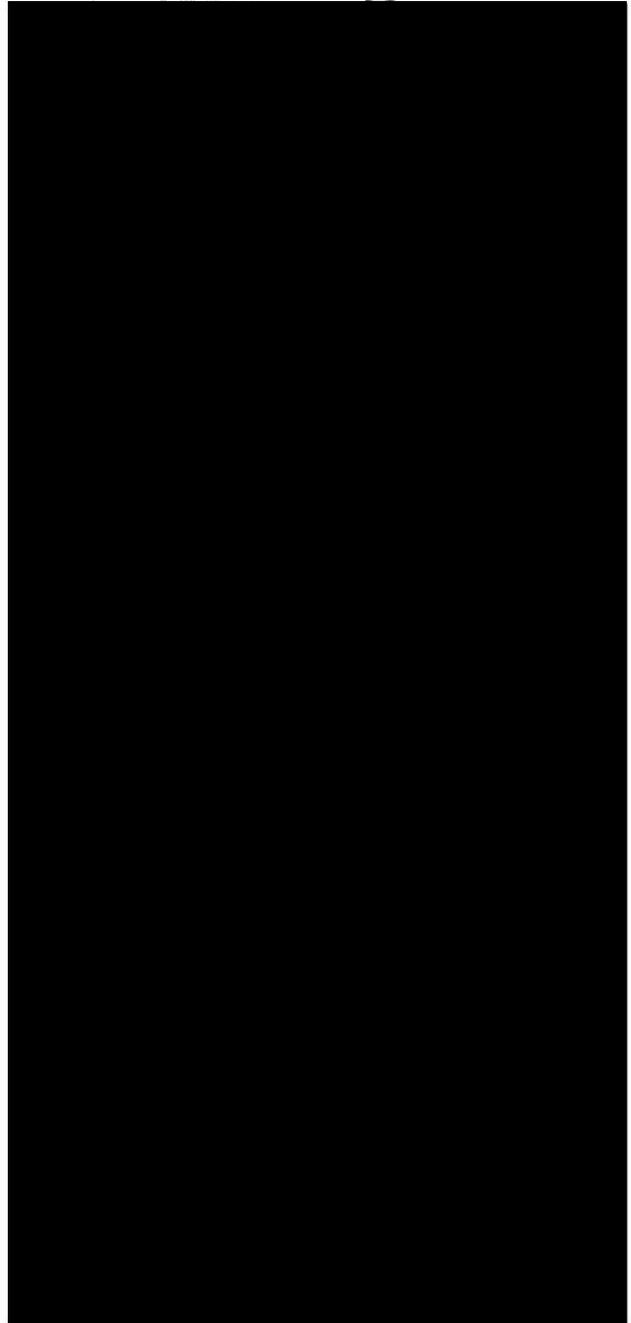


Name and/or Organization

Reserving Lodge: Mark Howerton

Event Date: 10/5/18- 10/6/18

Event Type: Wedding



Have a nice, safe time. Thank yo

© 2018 City of Bloomington, Illinois. All rights reserved. This document is the property of the City of Bloomington, Illinois. It is to be used for the purpose of the event only. It is not to be reproduced, distributed, or otherwise used for any other purpose without the express written permission of the City of Bloomington, Illinois.



Water Department
 603 W. Division Street
 Bloomington, IL 61701
 Phone: 309-434-2426
 Fax: 309-434-2833

RULES FOR RENTING DAVIS LODGE

- 1) No early set ups ahead unless that day in rented and paid for.
- 2) **NO ALCOHOLIC BEVERAGES** unless approved by the Bloomington Liquor Commission and City Council.
 Contact City Clerk office @ (309) 434-2240
- 3) Outdoor fires allowed only in fire pit and on non-windy days.
- 4) No swimming or wading is allowed in Lake Bloomington.
- 5) No smoking allowed inside Davis Lodge.
- 6) Quiet Hour: 10:00 pm and beyond.
- 7) Check in time: 8:00 am. Check out time: 12:00 Midnight. **MUST BE OUT BY MIDNIGHT**
- 8) No pets allowed in Davis Lodge.
- 9) No glitter/confetti or nails, thumb tacks, tape, staples or other holes in the walls, fans, woodwork or furniture.
 Hooks have been installed along the doors, windows and at various locations on the walls for your convenience in decorating the Davis Lodge.

YOU ARE RESPONSIBLE FOR CLEANING UP

BEFORE LEAVING, THE FOLLOWING SHOULD BE DONE:

- 1) Wipe off tables and chairs.
- 2) Leave tables and chairs set up.
- 3) Floors must be swept.
- 4) Any spills must be wiped up.
- 5) Garbage should be removed to dumpster (North of Building).
- 6) Brooms & Mops available. Extra Garbage Liners in bottom of cans.
- 7) All traces of signs and decorations must be removed.
- 8) All doors and windows must be closed.
- 9) Any extra equipment (tables, chairs, tents, arches, etc.) must be removed the same day as rental. The City of Bloomington is not responsible for items left past check out time of rental.

Maintenance or Cleaning Questions or Related Problems

Work Hours (Monday through Friday 7:00 am - 3:00 pm)

Phone: (309) 434-2163

After Hours

Phone: (309) 434-2151 - Water Treatment Plant at Lake Bloomington

(309) 820-8888 (Non-emergency police dispatch)

Police Emergencies: County 911

The undersigned, in consideration of the permission granted by the City of Bloomington to use the Davis Lodge at Lake Bloomington, does hereby agree to indemnify and hold harmless the City of Bloomington, its officers, agents and employees from and against any and all claims, damages, losses, and expenses arising out of the use by the undersigned and guests of Davis Lodge on the dates for which permission has been granted by the City.

Signature required



Date: 4-3-18

Have a nice, safe time. Thank you for your Cooperation

FAILURE TO COMPLY WITH THESE, ANY STATE LAW, CITY ORDINANCE OR OTHER REGULATION
 COULD RESULT IN LOSS OF DEPOSIT, REMOVAL FROM PREMISES AND/OR PROSECUTION BY LAW



Water Department
603 W. Division Street
Bloomington, IL 61701
Phone: 309-434-2426
Fax: 309-434-2833

RELEASE AND HOLD HARMLESS AGREEMENT

April 3, 2018

The undersigned, in consideration of the permission granted by the City of Bloomington to use the Davis Lodge at Lake Bloomington, does hereby agree to indemnify and hold harmless the City of Bloomington, its officers, agents and employees from and against any and all claims, damages, losses, and expenses arising out of the use by the undersigned and guests of the undersigned of Davis Lodge on the dates for which permission has been granted by the City.

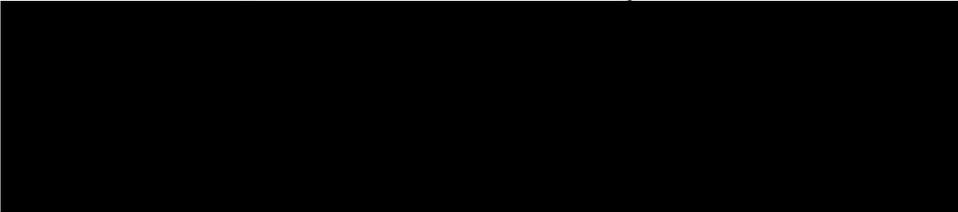
DATED this 3 day of April, 2018

RENTAL DATE (S): October 5, 2018 – October 6, 2018

Signature Required:



Mailing Address:



Have a nice, safe time. Thank you for your Cooperation

FAILURE TO COMPLY WITH THESE, ANY STATE LAW, CITY ORDINANCE OR OTHER REGULATION
COULD RESULT IN LOSS OF DEPOSIT, REMOVAL FROM PREMISES AND/OR PROSECUTION BY LAW



Water Department
603 W. Division Street
Bloomington, IL 61701
Phone: 309-434-2426
Fax: 309-434-2833

OTHER STRUCTURE AGREEMENT FOR DAVIS LODGE

- 1) Tents and other structures are only allowed in the two designated locations. These locations are on the porch that faces Lake Bloomington and next to the fire pit on the Northeast lot.
- 2) No vehicles will be allowed anywhere off of the paved surface.
- 3) Tents and other structures must be removed by 12:00 am MIDNIGHT of the day of the rental. Any tents or other structures remaining will not be saved and the City of Bloomington and the City of Bloomington Water Department will not be responsible.
- 4) An additional security deposit of \$250.00 is required for rentals that utilize tents or other structures not provided by the City of Bloomington.
- 5) If tents and other structures are not removed the day of the rental, the \$250.00 security deposit will be forfeited.
- 6) These rules and regulations shall not supersede any other rule or regulation for the Davis Lodge.
- 7) Please view the attached photograph of Davis Lodge to understand where tents and structures are allowed to be erected.

The undersigned, in consideration of the permission granted by the City of Bloomington to use the Davis Lodge at Lake Bloomington, does hereby agree to indemnify and hold harmless the City of Bloomington, its officers, agents and employees from and against any and all claims, damages, losses, and expenses arising out of the use by the undersigned and guests of Davis Lodge on the dates for which permission has been granted by the City.

Signature: 

Date: 04-3-18

Have a nice, safe time. Thank you for your Cooperation

FAILURE TO COMPLY WITH THESE, ANY STATE LAW, CITY ORDINANCE OR OTHER REGULATION
COULD RESULT IN LOSS OF DEPOSIT, REMOVAL FROM PREMISES AND/OR PROSECUTION BY LAW



CONSENT AGENDA ITEM NO. 7N

FOR COUNCIL: September 24, 2018

SPONSORING DEPARTMENT: City Clerk's Office

SUBJECT: Consideration of an Ordinance Suspending Portions of Chapter 6 of the Bloomington City Code prohibiting possession of open alcohol in public for Fat Jacks, Inc. d/b/a Fat Jacks Oktoberfest event on Saturday, September 29, 2018 from 12:00 p.m. to 8:00 p.m. in the 500-600 block of North Main Street in downtown Bloomington and portions contiguous with Main Street associated with the event, as requested by the City Clerk's Office.

RECOMMENDATION/MOTION: The Ordinance Suspending Portions of Chapter 6 of the Bloomington City Code prohibiting possession of open alcohol in public for Fat Jacks, Inc. d/b/a Fat Jacks Oktoberfest event on Saturday, September 29, 2018 from 12:00 p.m. to 8:00 p.m. in the 500-600 block of North Main Street in downtown Bloomington and portions contiguous with Main Street associated with the event be approved, and 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: Goal 5. Objective d. Appropriate leisure and recreational opportunities responding to the needs of residents.

BACKGROUND: Commissioner Tari Renner called a hearing to consider request of Fat Jack's to have an Oktoberfest in Downtown Bloomington that would require suspension of areas of the Liquor Code during the festival.

Commissioners Tari Renner, Jim Jordan, and Lindsey Powell were present.

Tyler Holloway, representative of Fat Jacks, appeared before the Commission and explained that several of the bar owners on Main Street came together and decided to host an Oktoberfest in the area. He said there would be wristbands used and paper or plastic cups used for any outside consumption.

Mr. Boyle asked if Mr. Holloway had any contact with the people in the area and Mr. Holloway said yes. He reached out by sending a letter and received positive feedback for the event.

Commissioner Renner asked if Asst. Police Chief Greg Scott had any concerns or comments, and Asst. Police Chief Greg Scott said they need to make sure they have all entry points covered.

Mr. Boyle said Mr. Holloway met with the Special Events Committee and Catherine Dunlap from the Downtown Development Department. Catherine Dunlap stated business owners in that

area are excited to participate, the City has received positive feedback and they are looking for more ways to partner with the event and future events in this area.

Motion by Commissioner Powell seconded by Commissioner Jordan to give the request from Fat Jacks, Inc. d/b/a Fat Jacks for Suspension of Portions of Chapter 6 of the Bloomington City Code prohibiting possession of open alcohol in public for its Oktoberfest event on Saturday, September 29, 2018 from 12:00 p.m. to 8:00 p.m. in the 500-600 block of North Main Street in downtown Bloomington and portions contiguous with Main Street associated with the event a positive recommendation to the City Council.

Commissioner Renner directed the Clerk to call the roll:

Ayes: Commissioners Renner, Jordan, and Powell.

Nays: None.

Motion carried.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Ashley Lara, Legislative Assistant

Reviewed By: Cherry L. Lawson, City Clerk

Legal Review By: George D. Boyle, Assistant Corporation Counsel

Recommended By:



Tim Gleason
City Manager

Attachments:

- Ordinance
- Secondary Premise Liquor Application
- Special Event Final Permit

- Special Event Site Plan
- Special Event Map
- Letter to Neighbors Informing of the Event

ORDINANCE NO. 2018 – ____

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 THE 500-600 BLOCK OF NORTH MAIN STREET IN DOWNTOWN BLOOMINGTON AND PORTIONS CONTIGUOUS WITH MAIN STREET ASSOCIATED WITH FAT JACKS' OKTOBERFEST EVENT

WHEREAS, the Oktoberfest will be held in Downtown Bloomington on September 29, 2018, between 12:00 PM and 8 PM; and

WHEREAS, the organizers of the event requested permission to allow sales and consumption of all types of alcohol during the event in the 500-600 block of North Main Street in downtown Bloomington and portions contiguous with Main Street associated with the event as set forth in Exhibit A, which is attached hereto; 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 29, 2018, between 12:00 PM and 8 PM in the 500-600 block of North Main Street in downtown Bloomington and portions contiguous with Main Street associated with the event, as set forth in Exhibit A, which is hereby incorporated into and made a part of this Ordinance.

The following conditions apply to this suspension:

- (a) the suspension shall be effective only as to persons inside the designated area wearing event-related wristbands;
- (b) the suspension shall be effective only as to persons having in their possession alcohol in plastic or paper cups and in the possession of someone wearing a wrist band;
- (c) alcohol may be taken out of licensed premises in the designated area, provided that it is in the plastic or paper cups specified in subsection (b), above.

Section 2: Except for the date, times, 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 24th day of September 2018.

APPROVED this ____ day of September 2018.

CITY OF BLOOMINGTON:

ATTEST:

Tari Renner, Mayor

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



CITY OF
Bloomington
ILLINOIS

APPLICATION FOR CLASS
"SA/SB" SECONDARY PREMISES
LIQUOR LICENSE

Check Appropriate Class:

SB (Beer & Wine Only) SA (All types of Alcohol)

REQUESTER INFORMATION

Name of Person Requesting License: TYLER HOLLOWAY Contact number: [REDACTED]
Address: [REDACTED] City/State: BLOOMINGTON, IL Zip Code: [REDACTED]

BUSINESS INFORMATION

Corporation/LLC Name (if applicable): FAT JACKS INC.
D/B/A: FAT JACKS
Type of License currently held: SA

EVENT INFORMATION

Where will the Secondary Premises Liquor License will be used:	Date(s) on which the Secondary Premises Liquor License will be used:
Address: <u>MAIN / MULBERRY STREET</u>	1. <u>SEPTEMBER 29, 2018</u>
City/State: <u>BLOOMINGTON, IL</u>	2. _____
Zip Code: <u>61701</u>	3. _____

Hours during which liquor will be sold: NOON - 8pm

Description of the activity or event in connection with which the Secondary Premises Liquor License will be used:

OKTOBERFEST

Estimated number of persons expected to attend: 1000

Description of the proposed procedures for handling the following:

A. Crowd control: SECURITY AT THE ENTRANCE AND BOUNDARIES OF THE EVENT

B. Identification check: AT THE ENTRANCE

The following shall be provided at the time of application submission:

- A. Proof of Dram Shop Insurance Policy showing coverage for the event with the following in the description field: date, location, and time. *The City of Bloomington must be listed as the Certificate Holder.*
- B. The license fee is **non-refundable**, \$100 for the first day and \$50 for each additional up to a maximum of \$500.

Submit completed application to the City Clerk *not less than 15 days prior to the date(s)* on which the license is requested for.

The undersigned, being first duly sworn, affirms 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.

MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC

Tyler Holloway
Printed Name of Applicant

[Redacted Signature]
Signature of Applicant

Subscribed and sworn to before me this 4th day of September, 2018.

My commission expires: 8-22-20

J. Lalli
Notary Public



FOR OFFICE USE ONLY

09.04.18 Date Received/Paid
020144 Receipt #
[Redacted] Check # (if applicable)
alara Staff Initials
✓ DRAM Received

APPROVED:

Tari Renner, Mayor

DENIED:

Reason for Denial:

SPECIAL EVENT PERMIT

OKTOBERFEST

DATE: SATURDAY, SEPTEMBER 29, 2018

TIME: 10 A.M. TO 10 P.M.

Date Prepared: August 15, 2018; **REVISED: September 6, 2018**

DISTRIBUTION LIST	
Tim Gleason, City Manager	George Boyle, City Legal Staff
Steve Rasmussen, Assistant City Manager	Assistant Chief Ken Bays, Police Department
City Clerk's Office Staff	Phil Allyn, Public Works
Bob Coombs, Community Development	Scott Fortney, Public Works
Catherine Dunlap, Community Development	Bill Givens, Traffic Engineer, Public Works
Bob Mahrt, Community Development	Jim Karch, Public Works
Martin Glaze, Connect Transit	Kevin Kothe, Public Works
Russ Waller, Facilities	George Kutz, Public Works
Deputy Chief Eric West, Fire Department	Troy Olson, Public Works
Linda Foutch, McLean County Health Department	Jeff Raines, Public Works
Bob Moews, Parks & Recreation Department	Colleen Winterland, Public Works
Assistant Chief Greg Scott, Police Department	Brett Lueschen, Water Department

MEETING DATE: August 24, 2018

SPONSORING ORGANIZATION(S): North Main Bar Owners

CONTACT PERSON: Tyler Holloway

PHONE NO.: [REDACTED]

EMAIL: [REDACTED]

APPLICATION RECEIVED: Yes

CERTIFICATE OF INSURANCE RECEIVED: No

HOLD HARMLESS: Yes

NATURE OF EVENT: Oktoberfest event in the 500-600 block of N. Main (Market to East) with live music, food and open container on the streets. Liquor will be allowed within the designated area from noon to 8 p.m. A food and beverage tent will be located on Main Street near the Mulberry intersection. Each participating bar will have wristbands and Oktoberfest cups that will allow for consumption on city streets. There will be no admission charge for this event. The list of participating bars in this event are Fat Jacks, The Bakery and Pickle, Nightshop, Killarney's, Daddio's, Mulligans, Pub America, Drifters, and Six Strings.

TRAFFIC CONTROL ARRANGEMENTS: Close Main Street from Market to East and Mulberry from Main to Center.

POLICE: All vehicles located in restricted areas will be towed, starting at 8 am, at the owner's expense by Joe's Towing. Vehicles will be relocated to Joe's holding lot. Possible crowd and congestion control. Will provide trailer camera(s), if available.

SPECIAL EVENT PERMIT

PUBLIC WORKS WILL PROVIDE THE FOLLOWING: Crews will post “No Parking Saturday September 29, 10 am to 10 pm” signs by 10 pm Thursday, September 27. Crews will close all streets beginning at 10 am Saturday to allow time to erect the stage and reopen the streets at 10 p.m.

PARKS WILL PROVIDE THE FOLLOWING: Deliver eight (8) picnic tables by noon on Saturday in front of Daddios (527 N. Main) and pick up by 8 p.m. that evening.

LIQUOR: Each business who intends to sell/serve liquor outside of their original approved premise must contact the City Clerk’s Office at (309)434-2240 to obtain the correct application and information needed. Once the City Clerk’s Office has received the correct documentation, the organizer will be scheduled to appear at a regular Liquor Commission Meeting to provide details to the Commissioners regarding the event. **The organizer must attend this meeting.** If approved at the Liquor Commission, the organizer’s item will then continue on to the appropriate City Council Meeting for approval. If approved, the organizer must contact the City Clerk’s Office to obtain any necessary information or certificates required before serving/selling liquor.

If the only required liquor aspect is Suspending the Ordinance to allow Possession of Open Alcohol on Public Property, the City Clerk’s Office will place the event on the next applicable Liquor Commission Agenda to be considered. **The organizer must attend this meeting.** If approved at the Liquor Commission, the organizer’s item will then continue on to the appropriate City Council Meeting for approval. The organizer may call the City Clerk Office at (309)434-2240 on the day following the assigned City Council Meeting to make sure the item was approved. If so, the organizer does not need additional documentation to show the approval of the Ordinance Suspension.

ORGANIZER RESPONSIBILITIES:

1. Notify residents, property owners, and businesses about event at least one (1) week prior to event within a three block or 1,000 feet in every direction of the event site. Include in the notification that the Liquor Commission will review your request for a suspension of ordinance on September 11.
 - a. Make sure that tenants that have reserved spaces in the Lewis, Yockey and Brown parking lot have access to the lot or make other arrangements for parking, including utilizing the Market Street Parking deck.
 - b. Talk with all business owners in the area to gain their buy in for this event.
2. The organizer is in charge of all garbage and recycle collection and disposal. Ensure that the streets are returned to the same condition they were in prior to the event.
3. Provide security/volunteers so that adequate controls are in place for alcohol consumption in the event area make sure that all entry and exit points are covered.
4. Provide and install fencing around the event area.
5. No alcohol shall be allowed to leave the event area. Last call will be given at 7:30 pm. Ensure that anyone who purchases alcohol to be consumed inside the event area wears a wrist band.
6. Contact the City Clerk’s office to start your liquor license process (see above for more details).
7. Communicate/coordinate with all bars/restaurants in the area that wish to participate in selling beer and wine for consumption outside their establishment that they must use the same wristbands and plastic cups as the lead bar/organizer and follow the same rules as set forth in this permit (See the Liquor section for more details).
8. Any tents larger than 10’ x 10’ require permits from Community Development.

SPECIAL EVENT PERMIT

9. Insure all food vendors are registered with the McLean County Health Department.
10. Provide an updated site plan that shows the fencing placement and entry and exit points to the Downtown Development office so they can share this with the other departments two weeks prior to the event.
11. Appoint a designated volunteer or volunteers to be in charge of ensuring that barricades remain intact. Only the designated volunteer(s) can move the barricades. The designated person must meet with Public Works staff prior to the event so that staff can train the volunteer on proper barricade set up. You can make this appointment by calling Colleen Winterland at 309-434-2225. If that volunteer is not available, contact Parks Security at 309-275-1820 prior to moving barricades. Keep in mind Staff at this number will not be able to respond instantly. It is the responsibility of the organizer to ensure that nobody removes, changes, or anyway interferes with the setup of barricades, signs, or any other traffic control device set up by City staff, except for the designated volunteer(s). Contact the Police, non-emergency 309-820-8888, to report anyone tampering of such. There is a fine ranging from \$250-\$500 for illegal moving the barricades or other traffic control devices.

No pets or coolers will be allowed.

CANCELLATION POLICY: If you need to cancel your event, please call the Bloomington Police non-emergency number at 309-820-8888 at least 2 hours prior to your event. They will notify the appropriate department staff. The more advance notice you can provide helps the staff considerably.

Illinois Vehicle Code:

5/11-311. Interference with official traffic-control devices or railroad signs or signals

§ 11-311. Interference with official traffic-control devices or railroad signs or signals. No person shall without lawful authority attempt to or in fact alter, deface, injure, knock down, or remove any official traffic-control device, or any railroad sign or signal or any inscription, shield, or insignia thereon, or any other part thereof.

Every person who is convicted of a violation of this Section shall be guilty of a Class A misdemeanor, punishable by a fine of at least \$250 in addition to any other penalties which may be imposed.

P.A. 76-1586, § 11-311, eff. July 1, 1970. Amended by P.A. 80-911, § 1, eff. Oct. 1, 1977; P.A. 83-672, § 1, eff. Jan. 1, 1984. Formerly Ill.Rev.Stat.1991, ch. 95 1/2, 11-311.

FOR OFFICE USE ONLY

Notes: _____

SATURDAY, SEPTEMBER 20th OCTOBER FEST

MARKET

SIT STRINGS

MULBERRY

MAIN

* NEED 4-6 PARKING SPACES

BOATS / PICTURES

BEER TENT ?

FOR
SPACES

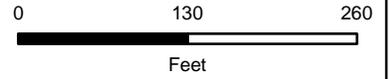
THE
BREWERY

NIGHTSHOP KILMURRY'S DRADDIOS MULLIGANS

ROB
AMERICA

COIETERS

STAGE



Date: 9/12/2018

-  Route Closed
-  Road Closed
-  Road Closed Ahead



September 5th, 2018

Dear Neighbor,

The Downtown Bar Owners are organizing an outdoor Oktoberfest

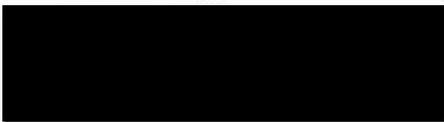
Event in the 500 & 600 blocks of North Main street on Saturday,
September 29th, 2018. The event will be from Noon-8pm on that day

featuring live entertainment, Oktoberfest Beer, Brats and Hot Pretzels.

Tito's Vodka will be donating \$1 from every Tito's drink sold to a local
charity as well. We hope this will become an annual event and welcome

all to join the festivities. Any concerns can be voiced at with the Liquor
Commission on Tuesday, September 11th, 2018 at City Hall, 4pm. We
apologize for any inconvenience and thank you for your cooperation!

Sincerely,



Tyler Holloway

Fat Jacks

REGULAR AGENDA



REGULAR AGENDA ITEM NO. 8A

FOR COUNCIL: September 24, 2018

SPONSORING DEPARTMENT: Legal & Community Development

SUBJECT: Consideration and action on an Ordinance amending the City Code provisions on Administrative Adjudication, including clarification of the requirement for payment of Court Costs and Minimum Fines, as requested by the Legal and Community Development Departments.

RECOMMENDATION/MOTION: The Ordinance amending the City Code Provisions on Administrative Adjudication, including clarification of the requirement for payment of Court Costs and Minimum Fines, be approved and the Mayor and City Clerk authorized to execute the Ordinance.

STRATEGIC PLAN LINK: Goal 4: Strong Neighborhoods;

STRATEGIC PLAN SIGNIFICANCE: Objective 4.A – Residents feeling safe in their homes and neighborhoods. Objective 4.C – Preservation of property/home valuations.

BACKGROUND: In 2014, the City Council adopted an ordinance creating an administrative adjudication system for the City to have an administrative law judge hear cases involving ordinance violations. In 2015, the first cases were held, with the hearing dates every other Wednesday. Property code violations are held on the first and third Wednesday of each month and behavioral violations are held the second and fourth Wednesday of every month.

Since its inception, the number of administrative court cases have been significant (see chart). Thus far in 2018, 179 property code cases have been filed and 406 behavioral cases have been filed. The primary focus on the property code cases has been to get properties cleaned up and into compliance. As such, the City would often settle these cases for little

to no cost to the property owner as long as the violation was abated. While a reasonable approach, some property owners have taken advantage of the system and there is a need to ensure those that violate the City's laws pay at least court costs and the minimum fines.



To effectuate the change in policy, City is proposing an ordinance amending the City Code on administrative adjudication. Specifically, the proposed amendments make the following changes:

1. Mandate that if an administrative court case is filed against a property owner for a violation, he or she will have to pay court costs (\$110.00) even if the violation is abated prior to the court date. It should be noted an administrative court case is filed only after the property owner ignores compliance orders given by Community Development. These court costs help pay the costs of operating administrative court, including the attorneys and Administrative Law Judge.
2. Mandate that if a property code violation is not abated by the first court appearance, both court costs and the minimum fine must be imposed against the property owner.

In addition to the above, the amendments also establishes a new category for “chronic” properties. A “chronic property” is defined as a property location that has had more than one violation issued against the property location within 12 calendar months of the initial violation occurrence. Accordingly, when a property owner get a second property code violation within a 12-month period, it will be deemed a chronic offender and thereafter put on a re-inspection schedule at minimum intervals of 3 months, 6 months and 12 months. In addition, after the initial violation, any additional violations will be sent directly to administrative court. Cases against a chronic property owner cannot be dismissed upon payment of court costs and instead must wait a 12-month period. At the end of the 12-month period, the cases can be dismissed if there are no further violations within that time frame. Dismissal, however, is subject to payment of court costs for each case as well as the minimum fine for each case.

Passage of the ordinance will send a message to both staff and property owners that violations must be addressed upon the initial compliance order. Otherwise, at the very least, property owners will have to pay court costs and if abatement is not made prior to the first court appearance, property owners will also be required to pay fines. In addition, the ordinance establishes a “one-chance” policy that provides once a property owner has a second violation on his or her property, the matter must go straight to administrative court and the re-inspection process followed.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The ordinance was reviewed by the Property Maintenance Review Board on September 5, 2018. That Board recommended approval of the ordinance. It should be noted the ordinance presented is in slightly different form as it corrects that a chronic property must pay court costs in addition to the minimum fine after 12-months. The version presented to the Board incorrectly indicated that the minimum fines against a chronic offender would be lifted after 12 months if there were no additional violations within that period.

FINANCIAL IMPACT: The added administrative court fee will help offset the costs of operating administrative court, including the attorneys and Administrative Law Judge. Stakeholders can see more information related to the City’s Legal operations in the FY2019 Adopted Budget Book titled “Budget Overview & General Fund” starting on page 162.

COMMUNITY DEVELOPMENT IMPACT: Related Comprehensive Plan Goals H-1 Ensure the availability of safe, attractive and high quality housing stock to meet the needs of all current and future residents of Bloomington.

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

Respectfully submitted for Council consideration.

Prepared By: Angela Fyans, Deputy Corporation Counsel

Reviewed By: Jeffrey R. Jurgens, Corporation Counsel

Finance & Budgetary Review By: Scott Rathbun, Finance Director

Water/Community Dev. Review By: Bob Mahrt, Community Development

Recommended by:



Tim Gleason
City Manager

Attachments:

- Administrative Court Ordinance

ORDINANCE NO. 2018 -

AN ORDINANCE AMENDING THE CITY CODE PROVISIONS ON
ADMINISTRATIVE ADJUDICATION

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois (additions are indicated by underlining; deletions are indicated by strikeouts):

SECTION 1. That Bloomington City Code Chapter 1, shall be amended by amending Section 9.1 to read as follows:

SEC. 9.1: ADMINISTRATIVE ADJUDICATION.

(a) Definitions. For the purposes of this Section, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

- (1) Alleged violator. Person charged with violating any ordinance or law in the City of Bloomington.
- (2) Building code. Any City ordinance or law that establishes construction, plumbing, heating, electrical, fire prevention, sanitation or other health and safety standards that are applicable to structures in the City.
- (3) Code violation. Non-compliance with any building code or non-building code ordinance or law adopted by the City.
- (4) Hearing Officer. Also known as an Administrative Law Judge, is a A licensed attorney in the State of Illinois who is appointed by the City Manager and who meets the requirements of Section 9.1(d), whose duty it is to:
 - a. Preside at an administrative hearing called to determine whether or not a Code violation exists;
 - b. Hear testimony and accept evidence from the inspector, the building or property owner and all interested parties relevant to the existence of a Code violation;
 - c. Take judicial notice of all public records of McLean County, Illinois;
 - d. Preserve and authenticate the record of the hearing and all exhibits and evidence introduced at the hearing; and
 - e. Issue and sign a written finding, decision and order stating whether a Code violation exists.

- (5) Inspector/Public Official. A City employee whose duties may include the inspection and examination of structures or property in the City to determine if zoning or other Code violations exist.
- (6) Non-building code. Any City ordinance or law, except for a building code ordinance or law, which prohibit certain actions or behaviors that are contrary to the public's health, safety and welfare.
- (7) Officer. A full or part-time Bloomington Police Department Officer or Security Officer.
- (8) Chronic property. A property location that has had more than one violation issued against the property location within 12 calendar months of the initial violation occurrence.
- (9) Court costs. The costs associated with operating the City's administrative court, including the payment of the hearing officer, City attorneys, clerical staff and service fees.

(b) Code Hearing Division.

- (1) There is hereby established a Code Hearing Division, the function of which is to expedite the prosecution and correction of Code violations in the manner set out in this Section. The Administrative Law Judge hearing officer and such other agents or employees assigned to assist the Administrative Law Judge hearing officer by the City Manager shall constitute the Code Hearing Division.
- (2) The adoption of this Section does not preclude the City from using other lawful methods to enforce the provisions of this Code.

(c) Powers of the Hearing Officer. The Administrative Law Judge Hearing Officer shall have the following powers:

- (1) Preside at an administrative hearing called to determine whether or not a Code violation exists;
- (2) Hear testimony and accept evidence that is relevant to the existence of a Code violation;
- (3) Issue subpoenas directing witnesses to appear and give relevant testimony at the hearing, upon the request of the parties or their representatives;
- (4) Preserve and authenticate the record of the hearing and all exhibits and evidence introduced at the hearing;

- (5) Issue a written determination based on the evidence presented at the hearing, stating whether a Code violation exists. The determination shall be in writing and shall include a written finding of fact, decision and order including the fine, penalty, or action with which the defendant must comply; and
- (6) Impose court costs in the amount of \$110.00 for each case that appears in Administrative Court. When a violation is not abated and/or behavioral fine is not paid in full prior to the first court appearance in Administrative Court, the minimum penalties shall be imposed consistent with applicable Code provisions and upon finding a party liable for the charged violation. In lieu of court costs, the administrative law judge may approve a plea agreement in behavioral cases if offered by both the attorney representing the City and the defendant. Impose penalties consistent with applicable Code provisions and assess costs upon finding a party liable for the charged violation. The maximum monetary fine under this Section shall not exceed \$50,000.00. The fine shall be exclusive of costs of enforcement or costs imposed to secure compliance with the City's ordinances and shall not be applicable to cases to enforce the collection of any tax imposed and collected by the municipality.
- (7) Issue a determination of chronic property, status and order re-inspection dates at a minimum of 3 months, 6 months and 12 months.

(d) Requirements of the Administrative Law Judge Hearing Officer. Prior to conducting a hearing as provided under this Section, the Administrative Law Judge Hearing Officer shall have successfully completed a formal training program which includes the following:

- (1) Instruction on the rule of procedure of the administrative hearings which he or she will conduct;
- (2) Orientation to each subject area of the Code violations that they will adjudicate;
- (3) Observation of administrative hearings;
- (4) Participation in hypothetical cases, including ruling on evidence and issuing final orders;

The Administrative Law Judge Hearing Officer must be an attorney licensed to practice law in the State of Illinois for at least three years. The Corporation Counsel and City Manager shall certify that all requirements provided under this subsection (d) have been met.

- (e) Code Hearing Procedure.

- (1) When an inspector, public official, or officer finds a code violation, he shall note the violation on a violation notice and report form, indicating the name and address of the property owner of alleged violator, the type and nature of the violation, the date and time the violation was observed, the names of witnesses to the violation, and the address of the property or location where the violation was observed. A chronic property which has been to Administrative Court once already within a rolling calendar year, shall be immediately referred to Administrative Court on any and all future violations. Individuals who have not been to Administrative Court within a rolling calendar year on a property code violation will first be sent a notice and abatement opportunity in accordance with the procedures of the Community Development Department.
- (2) The violation report form shall be forwarded by the inspector or officer to the Code Hearing Division where a docket number shall be affixed to the form and a hearing date noted in the blank spaces provided for that purpose on the form. For any Code violation, the hearing date shall not be less than 14 days after a Code violation is reported by the inspector or officer. Hearings shall be scheduled with reasonable promptness, provided that an alleged violator shall have at least 16 ~~14~~ days after service of process to prepare for a hearing. If service is provided by mail, the 15-day period shall begin to run on the day that the notice is deposited in the mail.
- (3) One copy of the violation report form shall be maintained in the files of the Code Hearing Division and shall be part of the record of hearing; one copy of the report form shall be returned to the inspector or officer; and one copy of the report form shall be served by personal service or first class mail on the alleged violator or the owner of the property, in the case of a code violation, along with a summons commanding the owner to appear at the hearing. For Code violations, if the name of the owner of the property cannot be ascertained or if service on the owner cannot be made by mail, service may be made on the owner by posting or nailing a copy of the violation report form on the front door of the property where the violation was found, not less than 16 ~~14~~ days before the hearing date.
- (4) Parties shall be served with process in a manner reasonably calculated to give them actual notice, including, as appropriate, personal service of process upon a party or its employees or agents; service by mail at a party's address; or notice that is posted upon the property where a Code violation is found when the party is the owner or manager of the property.
- (5) Parties shall be given notice of the hearing which includes the type and nature of the Code violation to be adjudicated, the date and location of the hearing, the legal authority and jurisdiction under which the hearing is to be held, and the penalties for failure to appear at the hearing.

- (6) Parties shall be provided with an opportunity for a hearing during which they may be represented by counsel, present witnesses, and cross examine opposing witnesses. Parties may request the Administrative Law Judge ~~Hearing Officer~~ to issue subpoenas to direct the attendance and testimony of relevant witnesses and the production of relevant documents.
- (7) If the Administrative Law Judge determines the property falls within the chronic property definition, the property owner shall be notified in Administrative Court that this property location is considered a chronic property and the provisions of this subsection shall apply. Chronic property shall not be offered dismissal of the case upon payment of court costs and abatement. Rather, a code violation issued on a chronic property shall be placed on an inspection schedule with minimum inspections being held at 3 months from the first administrative court date, 6 month inspection from the first administrative court date and a 12 month status check from the first administrative court date. If the property has no further violations within that 12 month time frame, the Administrative Court case shall be dismissed upon payment of court costs, any applicable re-inspection fees, and the minimum fines. If violations are found within the 12-month period, the Administrative Law Judge shall order a fine of no-less the minimum set forth in the applicable City Code provisions.

(f) Subpoenas. At any time prior to the hearing date, the Administrative Law Judge ~~Hearing Officer~~ assigned to hear the case may, at the request of the inspector, the officer, attorney for the City, or the alleged violator or his attorney, issue subpoenas directing witnesses to appear and give testimony at the hearing.

(g) Default.

- (1) If on the date set for hearing the alleged violator or his attorney fails to appear, the Administrative Law Judge ~~Hearing Officer~~ may find the alleged violator in default and shall proceed with the hearing and accept evidence relevant to the existence of a Code violation.
- (2) No violation may be established except upon proof by a preponderance of the evidence; provided, however, that a violation notice or a copy thereof, issued and signed in accordance with subsection (e) shall be prima facie evidence of the correctness of the facts specified therein.

(h) Representation at Code Hearings and Continuances.

- (1) The case for the City may be presented by an attorney designated by the City Manager. However, in no event shall the case for the City be presented by an employee of the Code Hearing Division. The case for a dwelling owner involving a Code violation may be presented by the owner, his attorney, or any other agent or representative as allowed by law. The case

for an alleged violator involving a Code violation may be presented by the alleged violator or his attorney.

(2) For Code violations, continuances shall only be authorized by the Administrative Law Judge~~Hearing Officer~~ and/or by agreement with City Legal. Lack of preparation shall not be grounds for a continuance in proceedings under this Section except in cases where good cause is shown at the hearing.

(i) Evidence at Hearing.

(1) At the hearing, a Administrative Law Judge~~Hearing Officer~~ shall preside and shall hear testimony and accept any evidence relevant to the existence or nonexistence of a Code violation. The strict rules of evidence applicable to judicial proceedings shall not apply to hearings authorized by this Section. Evidence, including hearsay, may be admitted only if it is of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs.

(2) All testimony shall be given under oath or affirmation.

(j) Retaliatory Action Against Occupants Prohibited. No action for eviction, abatement of a nuisance, forcible entry and detainer or other similar proceedings shall be threatened or instituted against an occupant of a dwelling solely because such occupant agrees to testify or testifies at a Code violation hearing.

(k) Defenses to Code Violations. It shall be a defense to a Code violation charged under the Bloomington City Code if the owner, his attorney, or any other agent or representative proves to the Hearing Officer's satisfaction that:

(1) The Code violation alleged in the notice did not in fact exist at the time of the alleged violation; or

(2) For violations of a building code or property code, the Code violation has been removed or remedied by the alleged violator at the time of the hearing, but only if the alleged violator has not had a Code violation within the previous 24 months. The violator shall be required to provide proof of compliance.

(l) Findings, Decision, Order of the Hearing Officer, Hearing Costs.

(1) At the conclusion of the hearing, the Administrative Law Judge~~Hearing Officer~~ shall make a determination, on the basis of the evidence presented at the hearing, whether or not a Code violation exists. The determination shall be in writing and shall be designated as the findings, decision and order. The findings, decision and order shall include the Hearing Officer's

findings of fact, a decision whether or not a Code violation exists based upon the findings of fact, and an order, ordering the owner to correct the violation or dismissing the case in the event a violation is not proved. If a Code violation is proved, the order may also impose the sanctions that are provided in the Code for the violation proved. A copy of the findings, decision and order shall be served on the owner within five days after they are issued. Service shall be in the same manner as the report form and summons are served pursuant to subsection (e) of this Section. Payment of fines shall be made as directed by the City Manager and the disposition of fine money may be determined, from time to time, by separate ordinance or resolution of the City Council.

- (2) In the event that the order provided for the correction of the violation, the Administrative Law Judge ~~Hearing Officer~~ shall establish a hearing date which would be after the date established for the correction of the violation in order to determine compliance with the order. At such time, the Administrative Law Judge ~~Hearing Officer~~ shall hear testimony and accept any evidence relevant to the abatement of the violation in accordance with the order.
- (3) Unless a finding of not liable is made by the Administrative Law Judge, the Administrative Law Judge shall order payment of court costs in the amount of \$110.00. If the hearing officer determines that a Code violation exists, the Hearing Officer shall order payment to cover the costs of the hearing in the amount of \$100.00. The costs shall become an amount due and owing to the City and shall be part of the order issued against the violator.

(m) Administrative Review Law to Apply. Any final decision by a Administrative Law Judge ~~Hearing Officer~~ that a Code violation does or does not exist shall constitute a final determination for purposes of judicial review and shall be subject to review under the Illinois Administrative Review Law. Any person filing for judicial review under the Administrative Review Law shall be subject to the assessment of costs for the preparation and certification of the record of proceedings before the Hearing Officer. Any failure to pay such fee shall subject the party seeking review to the provisions of 735 ILCS 5/3-109, including dismissal of the complaint on a motion by the City.

(n) Enforcement of Judgment.

- (1) Any fine, other sanction, or costs imposed, or part of any fine, other sanction, or costs imposed, remaining unpaid after the exhaustion of or the failure to exhaust judicial review procedures under the Illinois Administrative Review Law are a debt due and owing the municipality and may be collected in accordance with applicable law.
- (2) After expiration of the period in which judicial review under the Illinois Administrative Review Law may be sought for a final determination of a

Code violation, unless stayed by a court of competent jurisdiction, the findings, decision and order of the Administrative Law Judge~~Hearing Officer~~ may be enforced in the same manner as a judgment entered by a court of competent jurisdiction.

- (3) In any case in which a defendant has failed to comply with a judgment ordering a defendant to correct a Code violation or imposing any fine or other sanction as a result of a Code violation, any expenses incurred by a municipality to enforce the judgment, including, but not limited to, attorney's fees, court costs, and costs related to property demolition or foreclosure, after they are fixed by a court of competent jurisdiction or a Hearing Officer, shall be a debt due and owing the municipality and may be collected in accordance with applicable law. Prior to any expenses being fixed by an Administrative Law Judge~~hearing officer~~ pursuant to this subsection (3), the City shall provide notice to the defendant that states that the defendant shall appear at a hearing before the Administrative Law Judge~~Hearing Officer~~ to determine whether the defendant has failed to comply with the judgment. The notice shall set the date for such a hearing, which shall not be less than seven days from the date that notice is served. If notice is served by mail, the seven day period shall begin to run on the date that the notice was deposited in the mail.
- (4) Upon being recorded in the manner required by Article XII of the Code of Civil Procedure or by the Uniform Commercial Code, a lien shall be imposed on the real estate or personal estate, or both, of the defendant in the amount of any debt due and owing the City under this Section. The lien may be enforced in the same manner as a judgment lien pursuant to a judgment of a court of competent jurisdiction.
- (5) An Administrative Law Judge~~Hearing Officer~~ may set aside any judgment entered by default and set a new hearing date, upon a petition filed within 21 days after the issuance of the order of default, if the Administrative Law Judge~~Hearing Officer~~ determines that the petitioner's failure to appear at the hearing was for good cause or at any time if the petitioner establishes that the City did not provide proper service of process. If any judgment is set aside pursuant to this paragraph (5), the Administrative Law Judge~~hearing officer~~ shall have authority to enter an order extinguishing any lien which has been recorded for any debt due and owing the City as a result of the vacated default judgment.

(o) Findings and Sanctions to Run with Property on Code Violations. The order to correct a Code violation and the sanctions imposed by the City as the result of a fine of a Code violation under this Section shall attach to the property as well as to the owner of the property, so that a finding of a Code violation against one owner cannot be avoided by conveying or transferring the property to another owner. Any subsequent transferee or owner of property takes subject to

the findings, decision and order of an Administrative Law Judge~~Hearing Officer~~ under this Section.

SECTION 2. Except as provided herein, the Bloomington City Code, as amended, shall remain in full force and effect.

SECTION 3. The City Clerk shall be, and she is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 4. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 5. This Ordinance shall take effect ten (10) days after approval and publication.

PASSED this ____ day of _____, 2018.

APPROVED this _____ day of _____, 2018.

APPROVED:

TARI RENNER
Mayor

ATTEST:

CHERRY L. LAWSON
City Clerk