CITY OF Bloomington ILLINOIS

CITY OF BLOOMINGTON COUNCIL MEETING OCTOBER 24, 2016

CONSENT AGENDA

RECOGNITION

REGULAR AGENDA

PUBLIC HEARINGS

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!

City of Bloomington – Strategic Plan

Vision 2025

Bloomington 2025 is a beautiful, family friendly city with a downtown – the heart of the community and great neighborhoods. The City has a diverse local economy and convenient connectivity. Residents enjoy quality education for a lifetime and choices for entertainment and recreation. Everyone takes pride in Bloomington.
Jewel of Midwest Cities.

Mission

The Mission of the City of Bloomington is to be financially responsible providing quality, basic municipal services at the best value. The city engages residents and partners with others for community benefit.

Core Beliefs

Enjoy **S**erving Others
Produce Results
Act with **I**ntegrity Take
Responsibility Be
Innovative Practice
Teamwork
Show the **SPIRIT!!**

Goals 2015

Financially Sound City Providing Quality Basic Services
Upgrade City Infrastructure and Facilities
Strong Neighborhoods
Grow the Local Economy
Great Place to Live – A Livable, Sustainable City
Prosperous Downtown Bloomington

12/11/2010

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

Tari Renner, Mayor

ATTEST

Cherry L. Lawson

Cherry L. Lawson, City Clerk

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.

DRAFT

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.

DRAFT

CITY OF BLOOMINGTON

2015 Strategic Plan Goals

Goal	**1.**	**Financially Sound City Providing Quality Basic Services**
Objective	a.	Budget with adequate resources to support defined services and level of services
	b.	Reserves consistent with city policies
	c.	Engaged residents that are well informed and involved in an open governance process
	d.	City services delivered in the most cost-effective, efficient manner
	e.	Partnering with others for the most cost-effective service delivery
Goal	**2.**	**Upgrade City Infrastructure and Facilities**
Objective	a.	Better quality roads and sidewalks
	b.	Quality water for the long term
	c.	Functional, well maintained sewer collection system
	d.	Well-designed, well maintained City facilities emphasizing productivity and customer service
	e.	Investing in the City's future through a realistic, funded capital improvement program
Goal	**3.**	**Grow the Local Economy**
Objective	a.	Retention and growth of current local businesses
	b.	Attraction of new targeted businesses that are the "right" fit for Bloomington
	c.	Revitalization of older commercial homes
	d.	Expanded retail businesses
	e.	Strong working relationship among the City, businesses, economic development organizations
Goal	**4.**	**Strong Neighborhoods**
Objective	a.	Residents feeling safe in their homes and neighborhoods
	b.	Upgraded quality of older housing stock
	c.	Preservation of property/home valuations
	d.	Improved neighborhood infrastructure
	e.	Strong partnership with residents and neighborhood associations
	f.	Residents increasingly sharing/taking responsibility for their homes and neighborhoods
Goal	**5.**	**Great Place – Livable, Sustainable City**
Objective	a.	Well-planned City with necessary services and infrastructure
	b.	City decisions consistent with plans and policies
	c.	Incorporation of "Green Sustainable" concepts into City's development and plans
	d.	Appropriate leisure and recreational opportunities responding to the needs of residents
	e.	More attractive city: commercial areas and neighborhoods
Goal	**6.**	**Prosperous Downtown Bloomington**
Objective	a.	More beautiful, clean Downtown area
	b.	Downtown Vision and Plan used to guide development, redevelopment and investments
	c.	Downtown becoming a community and regional destination
	d.	Healthy adjacent neighborhoods linked to Downtown
	e.	Preservation of historic buildings

CITY COUNCIL MEETING AGENDA
CITY COUNCIL CHAMBERS
109 E. OLIVE STREET, BLOOMINGTON, IL 61701
MONDAY, OCTOBER 24, 2016 7:00 P.M.

1. Call to order

2. Pledge of Allegiance to the Flag

3. Remain Standing for a Moment of Silent Prayer

4. Roll Call

5. Recognition/Appointments

A. Appointment of Lauren Lacy to the Connect Transit Board

B. Reappointment of Tricia Stiller to the Cultural District Commission

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.)

A. Consideration of approving the Minutes of the October 10, 2016 Regular City Council Meeting. *(Recommend that the reading of the minutes be dispensed with and the minutes approved as printed.)*

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

B. Consideration of approving Bills, Payroll, Procurement Card Purchases, and Electronic Transfers in the amount of $5,686,300.30. *(Recommend that the Bills, Payroll, Procurement Card Purchases, and Electronic Transfers be allowed in the amount of $5,686,300.30, and orders drawn on the Treasurer for the various amounts as funds are available.)*

C. Consideration of approving Reappointments and Appointments to Various Commissions and Committees. *(Recommend that Lauren Lacy be appointed to the Connect Transit Board and that Tricia Stiller be reappointed to the Cultural District Commission.)*

D. Consideration of approval of Continuum of Care Grant Agreements. *(Recommend that Council approve (3) HUD grant agreements for the Continuum of Care program, and authorize the City Manager to execute the necessary documents.)*

E. Consideration of approving the purchase of eight (8) 2017 Ford Utility Police Interceptor All Wheel Drive (AWD) vehicles using the (SPC) Suburban Purchasing Cooperative Contract number #152, from Currie Motors of Frankfort, Illinois in the amount of $243,129.00. *(Recommend that Council approve the purchase of eight (8) Ford Utility Police Interceptor vehicles through the Northwest Municipal Conference (SPC) Suburban Purchasing Cooperative Contract number #152, from Currie Motors of Frankfort, Illinois in the amount of $243,129.00, and the Purchasing Agent be authorized to issue a Purchase Order for same.)*

F. Consideration of approving a Professional Services Contract with Patrick Engineering, Inc. for Professional Engineering Services related to Arc Flash Study at Bloomington Water Treatment Plant and Evergreen Lake Pump Station, (RFQ 2017-08). *(Recommend that the Professional Services Contract with Patrick Engineering, Inc. for Professional Engineering Services related to the design of Arc Flash Study at Bloomington Water Treatment Plant and Evergreen Lake Pump Station based on OSHA and National Fire Protection Association Standards for Electrical Safety in the Workplace in the amount of $71,959.04 be approved and authorize the City Manager and City Clerk to execute the necessary documents.)*

G. Consideration of approving a Resolution waiving the bidding requirements that identifies Helena Chemical as a single source distributor, and enter into an Early Order Program for procurement of Syngenta, BASF, Bayer, and Nufarm (the manufacturers) golf course chemicals and fertilizer products utilized in the management of turf-grass maintenance. *(Recommend Council approve the Resolution waiving the bidding requirements which identifies Helena Chemical as the local distributor for these products the Parks, Recreation and Cultural Arts Department to participate in the Syngenta, BASF, Bayer and Nufarm chemicals "early order discount program" for golf turf grass management for the 2017 golf season (City Fiscal Year 2018), and, further authorize the Mayor and City Clerk to execute the necessary documents.)*

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H. Consideration of adopting an Ordinance approving a Petition from Larry Huffman, for a final plat for ABM Subdivision, located east of Main Street and north of Woodrig Road. *(Recommend that the Ordinance be passed approving the expedited final plat for ABM Subdivision subject to the petitioner providing an executed maintenance agreement for the detention basin, and that the Mayor and City Clerk be authorized to sign the necessary documents.)*

I. Consideration of approving an Ordinance setting the Compensation for City Elected Officials. *(Recommend that the Ordinance Setting the Compensation for City Elected Officials and Amending the City Code Provisions on Compensation be adopted and the Mayor and City Clerk authorized to execute the ordinance.)*

J. Consideration of approving an Ordinance Validating and Providing for the Corrected Publication of an Ordinance Amending Chapter 6, Section 7B of the Bloomington City Code Providing for a Graduated Increase in Liquor License Fees. *(Recommend that the Ordinance be adopted declaring Ordinance No. 2016-35 valid and providing for publication of a corrected copy of the Ordinance to be published within 30 days of passage of the declaratory ordinance.)*

K. Consideration of approving a Lake Bloomington Lease Transfer Petition for Lot 5, Block 24 of Camp Potowatomie, from George F. & Marlene Kahlfeldt to J. Craig & Patria A. Bouas. *(Recommend that the Lake Lease Transfer be approved, subject to the septic system conditions included in the Mclean County Health Department's September 23, 2016 letter, and contingent upon the transferee providing documentation of the sale of the house located on the property, and that the Mayor and City Clerk be authorized to execute the necessary documents.)*

8. "Regular Agenda"

A. Consideration of adopting three ordinances to establish the proposed Downtown-Southwest Redevelopment Project Area (TIF District). *(Recommend that the following Ordinances are adopted.) (Presentation by David Hales, City Manager and Austin Grammer, Economic and Development Coordinator 5 minutes, Council discussion 10 minutes).*

(a) Ordinance approving the TIF Redevelopment Plan for the Downtown-Southwest Redevelopment Project Area be approved and authorize the Mayor and City Clerk to execute the necessary documents.

(b) Ordinance designating the proposed Downtown-Southwest Redevelopment Project Area, a Redevelopment Project Area pursuant to the Tax Increment Allocation Redevelopment Act be approved and authorize the Mayor and City Clerk to execute the necessary documents.

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

(c) Ordinance adopting Tax Increment Allocation Financing for the Downtown-Southwest Redevelopment Project Area be approved and authorize the Mayor and City Clerk to execute the necessary documents.)

B. Consideration of an Ordinance approving a Redevelopment Agreement between the City of Bloomington and Milan Hotels (Magnus Hotels LLC) for its proposed acquisition and redevelopment of the Baymont Inn & Suites at 604 ½ IAA Drive. *(Recommend that the Ordinance approving a Redevelopment Agreement between the City of Bloomington and Magnus Hotels LLC be approved, and authorize the Mayor and City Clerk to execute the necessary documents.) (Presentation by David Hales, City Manager and Austin Grammer, Economic and Development Coordinator 10 minutes, Council discussion 10 minutes.)*

C. Consideration of the analysis of Bids and Approval of the FY 2017 Sewer Rehabilitation Contract, City Bid No. 2017-17. *(Recommend that the unit prices from Hoerr Construction, Inc. for the Base Bid and Alternate Bid A be accepted, and a contract awarded in the amount of $1,695,000.00, and the City Manager and City Clerk be authorized to execute the necessary documents.) (Presentation by Jim Karch, Director of Public Works 5 minutes, Council discussion 10 minutes.)*

D. Consideration of the analysis of Proposals and Approval of the FY 2017 CCTV Sewer Inspection Contract, City Bid No. 2017-16. *(Recommend that the prices from Hoerr Construction, Inc. for the base bid and additive alternates be accepted, and the contract be awarded in the amount of $175,000.00 and the City Manager and City Clerk be authorized to execute the necessary documents.) (Presentation by David Hales, City Manager and Jim Karch, Director of Public Works 5 minutes, Council discussion 10 minutes.)*

E. Consideration of approving Resolution in support of Privately-Funded Renovations to the Creativity Center and Long-term Maintenance to the Facility. *(Recommend that the Resolution approving Privately-Funded Renovations to the Creativity Center and Long-term Maintenance to the Facility; be approved and authorize the Mayor and City Clerk to execute the necessary documents.)(Presentation by David Hales, City Manager 5 minutes, Council discussion 10 minutes.)*

9. City Manager's Discussion

10. Mayor's Discussion

11. City Aldermen's Discussion

12. Executive Session – *Cite Section*

13. Adjournment

14. Notes

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

COUNCIL AGENDA
ITEM NO. 5

RECOGNITION/APPOINTMENT

5. Recognition/Appointments

   A. Appointment of Lauren Lacy to the Connect Transit Board.

   B. Reappointment of Tricia Stiller to the Cultural District Commission.

CONSENT AGENDA ITEM NO: 7A

FOR COUNCIL: October 24, 2016

SUBJECT: Consideration of approving the Minutes of the October 10, 2016 Regular City Council Meeting.

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

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

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

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

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable

Respectfully submitted for Council consideration.

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

Recommended by:

David A. Hales
City Manager

Attachments:

- October 10, 2016 Regular Session Meeting Minutes

Motion: That the reading of the minutes, be dispensed with and the minutes approved as printed.

SUMMARY MINUTES
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS
MONDAY, OCTOBER 10, 2016; 7:00 P.M.

1. Call to Order

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, October 10, 2016. The Meeting was called to order by Mayor Pro-Tem Schmidt.

2. Pledge of Allegiance to the Flag

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

3. Remain Standing for a Moment of Silent Prayer

4. Roll Call

Mayor Pro-Tem Schmidt directed the City Clerk to call the roll and the following members of Council answered present:

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

Alderman absent: Mayor Tari Renner

Staff Present: David Hales; City Manager, Steve Rasmussen; Assistant City Manager, Jeffrey Jurgens; Corporation Counsel, Cherry L. Lawson; City Clerk, George Boyle; Assistant Corporation Counsel, Tom Dabareiner; Community Development Director, Austin Grammer; Economic Development Coordinator, Laurie Wollrab; Payroll and Benefits Manager, Jim Karch; Public Works Director, Brendan Hefner; Chief of Police, Kenneth Bays; Assistant Chief of Police, Brian Mohr; Chief of Fire, Melissa Hon; Assistant to City Manager, and other City staff were also present.

5. Recognition / Appointments

The following were presented:

A. Proclamation declaring October 9 – 15, 2016 as "Fire Prevention Week".

B. Proclamation declaring October 2016 as, "Domestic Violence Awareness Month and Stand Up With Me Campaign Month."

C. Recognition of Achievement, Diversity Project Collaborative Mural.

Certificate of Award of Diversity Project Collaborative Mural: Artist and Mentor; Vince Bobrosky, Project Founder; Jeff Schwartz, Participants; Maximillian Beck, Richie Beck, Ethan Clay, Molly Klessig, Kristin Koe, Ved Lombar, Abhiru Raut, Olivia Urquizo, Oakar Urquizo.

D. Appointment of Anthony Jones to the Bloomington Human Relations Commission.

E. Appointment of Thomas Whalen to the Bloomington Board of Fire and Police Commissioners.

6. Public Comment

Mayor Pro-Tem Schmidt opened the meeting to receive Public Comment. The following individuals provided comments during the meeting.

Surena Fish
William Gustavson
Carl Woodward
Frank Hoffman
Marlene Gregor

6. Consent Agenda

The following was presented:

Mayor Pro-Tem Schmidt asked Council whether there were any items to be removed from the Consent Agenda for further discussion.

Motion by Alderman Hauman, seconded by Alderman Painter, that the Consent Agenda Items be approved with the exceptions of items 7I and 7R.

Mayor Pro-Tem Schmidt directed the Clerk to call the roll which resulted in the following:

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

Nays: None.

Motion carried.

The following was presented:

Item 7A. Consideration of approving the Minutes of the September 26, 2016 Regular City Council Meeting.

The following was presented:

Item 7B. Consideration of approving Bills, Payroll, Electronic Transfers in the amount of $5,337,370.73.

The following was presented:

Item 7C. Consideration of Approving Appointments to various Commissions.

The following was presented:

Item 7D. Consideration of approving the purchase of mowers for the Parks, Recreation and Cultural Arts Department.

The following was presented:

Item 7E. Consideration of Analysis of a Proposal and Approval of a Contract with Corrective Asphalt Materials, LLC in the amount of $100,000 for FY 2017 Pavement Preservation.

The following was presented:

Item 7F. Consideration of approving a Professional Services Contract with BLDD Architects, Inc. for Professional Architectural Services for Fire Station Alerting, (RFQ 2016-04).

The following was presented:

Item 7G. Consideration of review and approval of funding a shoreline stabilization installation at Comlara Park Campsite, Evergreen Lake through the City's Intergovernmental Agreement with McLean County, The Town of Normal, and the McLean County Soil and Water Conservation District.

The following was presented:

Item 7H. Consideration of approving an extension of Fuel Contract with Evergreen FS for Fleet Vehicles and Equipment.

The following was presented:

Item 7I. Consideration of adopting a Resolution waiving the bidding requirements, and approving the purchase of five (5) portable beverage carts for the U.S. Cellular Coliseum. ***This item was pulled from the agenda for further Council discussion.***

RESOLUTION NO. 2016 – 36

A RESOLUTION AUTHORIZING WAIVING THE TECHNICAL BIDDING REQUIREMENTS AND APPROVING THE PURCHASE OF FIVE PORTABLE BEVERAGE CARTS FROM IOWA ROTOCAST PLASTICS, INC.

The following was presented:

Item 7J. Consideration of adopting an Ordinance approving a Petition from Various Petitioners, for an expedited final plat for Meadow Ridge Subdivision, located South of Veterans Parkway and West of Morris Avenue.

ORDINANCE NO. 2016 - 101

AN ORDINANCE APPROVING THE FINAL PLAT OF MEADOW RIDGE SUBDIVISION

The following was presented:

Item 7K. Consideration of adopting an Ordinance approving a Petition to Rezone 901 W. MacArthur Avenue from R-1C, Single Family Residential District to R-1C with the S-4 Historic Preservation District Overlay.

ORDINANCE NO. 2016 - 102

AN ORDINANCE REZONING 901 W MACARTHUR AVE FROM R-1C, SINGLE FAMILY RESIDENTIAL to R-1C, SINGLE FAMILY RESIDENTIAL WITH THE S-4 HISTORIC PRESERVATION DISTRICT OVERLAY

The following was presented:

Item 7L. Consideration of adopting an Ordinance approving a Petition to Rezone 913 W. MacArthur Avenue from R-1C, Single Family Residential District to R-1C with the S-4 Historic Preservation District Overlay.

ORDINANCE NO. 2016 - 103

AN ORDINANCE REZONING 913 W. MACARTHUR AVE. FROM R-1C, SINGLE FAMILY RESIDENTIAL to R-1C, SINGLE FAMILY RESIDENTIAL WITH THE S-4 HISTORIC PRESERVATION DISTRICT OVERLAY

The following was presented:

Item 7M. Consideration of adopting an Ordinance approving a Petition to Rezone 931 W. MacArthur Ave from R-1C, Single Family Residential District to R-1C with the S-4 Historic Preservation District Overlay.

ORDINANCE NO. 2016 - 104

AN ORDINANCE REZONING 931 W MACARTHUR AVE FROM R-1C, SINGLE FAMILY RESIDENTIAL to R-1C, SINGLE FAMILY RESIDENTIAL WITH THE S-4 HISTORIC PRESERVATION DISTRICT OVERLAY

The following was presented:

Item 7N. Consideration of approving a Lake Bloomington Lease Transfer Petition for Lot 15, Block 5 of Camp Kickapoo, from the Elizabeth A. Weir estate to Ruth A. Trower and Susan R. Trower.

The following was presented:

Item 7O. Consideration of the application of 8 Bit II, Inc., d/b/a 8 Bit Beercade located at 236 E. Front St Suite 1, requesting a TAS 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.

The following was presented:

Item 7P. Consideration of the application of Al Sagri Group LLC, d/b/a Garden of Paradise Restaurant, located at 1412 E Empire, requesting a RAS 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.

The following was presented:

Item 7Q. Consideration of the application of Rosy's Grill Restaurant, Inc., d/b/a Rosy's Grill, located at 912 W. Market St., requesting an RBS liquor license which would allow the sale of beer and wine only by the glass for consumption on the premises seven (7) days a week.

The following was presented:

Item 7R. Consideration of the application of Extravaganza Ballroom, Inc., d/b/a Extravaganza Ballroom, located at 113 E. Monroe, requesting an EAS 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 or subject to the conditions set forth in the Recommendation/Motion. ***This item was pulled from the agenda for further Council discussion.***

The following was presented:

Item 7S. Consideration of an Ordinance Suspending Portions of Chapter 6 of the City Code to Allow Possession of Open Alcohol on Public Property in a portion of downtown Bloomington during the "A Noble Run" event on October 22, 2016.

ORDINANCE NO. 2016 - 105

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

The following was presented:

Item 7T. Consideration of approving 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 Miller Park Pavilion on November 5, 2016.

ORDINANCE NO. 2016 - 106

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 MILLER PARK PAVILION ON NOVEMBER 5, 2016

The following was presented:

Item 7U. Consideration of approving 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 Miller Park Pavilion on November 19, 2016.

ORDINANCE NO. 2016 - 107

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 MILLER PARK PAVILION ON NOVEMBER 19, 2016

The following was presented:

Item 7V. Consideration of approving 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 Miller Park Pavilion on March 25, 2017.

ORDINANCE NO. 2016 - 108

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 MILLER PARK PAVILION ON MARCH 25, 2017

The following was presented:

Item 7I. Consideration of adopting a Resolution waiving the bidding requirements, and approving the purchase of five (5) portable beverage carts for the U.S. Cellular Coliseum. ***This item was pulled from the agenda for further Council discussion.***

Alderman Lower stated concerns of the City continuing to add to bottom line expenses of the Coliseum. The citizens are continually having to pick up these costs. Alderman Lower wanted clarification as to why Venue Works was not supplying the carts as part of their contract.

Mr. Hales stated that Venue Works is the Manager of the Coliseum. It is not a general practice for Managers of these arenas and Coliseums to be investing in fixed assets unless the owner of the facility incorporates that asset and reimbursement for the fixed asset costs into their overall compensation formula.

Curtis Webb; Executive Director of Venue Works, discussed the value of these carts. There are two concessions that serve and create congestion, making it hard for traffic to flow through. These carts are meant to create space and give flexibility to move around into any configuration needed. These carts would be placed on the concourse, arena and suite levels. They create a life-safety piece by allowing traffic to flow through the concourse faster and easier. From a service standpoint, it increases service levels.

Alderman Lower asked whether the City was aware of these expenses that have arisen when contract was signed.

Mr. Webb stated his company knew there would be future costs after looking at the layout, but cannot speak for the city.

Alderman Lower asked whether the city would have to invest in more of these future expenses and what the expenses would be. He requested that a list of those expenses be provided to Council.

Mr. Webb stated there will be future investing. He could not mention specific investments at this time, but Venue Works would figure out what those investments will be.

Mr. Hales stated that many of these improvements, to the Coliseum, would be presented within the Five Year Capital Improvement Plan.

Alderman Black stated that easier access to beverages is an investment for the City to make more money; thus allowing revenue to be regained over time.

Motion by Alderman Black, seconded by Alderman Buragas, that a Resolution waiving the bidding requirements to approve the purchase of five (5) portable beverage carts from Iowa Rotocast Plastics, Inc. in the amount of $72,810.00, be approved, the City

Manager authorized to execute any necessary documents to effectuate the purchase, and the Mayor and City Clerk be authorized to execute the Resolution.

Mayor Pro-Tem Schmidt directed the Clerk to call the roll which resulted in the following:

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

Nays: None.

Motion carried.

The following was presented:

Item 7R. Consideration of the application of Extravaganza Ballroom, Inc., d/b/a Extravaganza Ballroom, located at 113 E. Monroe, requesting an EAS 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 or subject to the conditions set forth in the Recommendation/Motion. ***This item was pulled from the agenda for further Council discussion.***

Alderman Lower asked whether this item was reviewed solely by Mayor Renner or if it was reviewed by all members of the Liquor Commission.

Alderman Black stated, that in the minutes provided, it was mentioned clearly of two hearings where the full Liquor Commission reviewed and discussed this item.

Alderman Lower stated concerns for parking, who the principal of the business was; is it a 19 year old minor or is there someone that can legally serve alcohol and be responsible, and the occupancy level. He stated this business would be in an area where there are no other like-businesses in the area. The City would be exposing the business district to a different atmosphere.

Mr. Boyle addressed the principal issue by stating the 19 year old man was the translator and spokesperson for the business. He does not appear as an owner on the application. The business is owned by his father; Julio Costanato and another partner by the name of Zachary Scogins. Mr. Boyle stated there were two public hearings on this item; one on July 12, 2016 and the other on August 9, 2016. At the July 12, 2016 Hearing all three members of the Liquor Commission were present. At the August 9, 2016 meeting, the Mayor had a scheduling conflict and left the Hearing early. The control of the meeting was left with Commissioner Jordan. Both Liquor Commissioners voted for Council to approve a license with the four conditions that are listed in the motion.

Mr. Hales stated that excerpts from the Downtown Master Plan were included with this item to show that this drinking establishment is not within the two recommended areas proposed for drinking establishments within the Plan.

Alderman Mwilambwe asked whether the Liquor Commission was aware of this location information during the Hearing.

Mr. Boyle stated he did not recall this information being discussed at either of the two Liquor Commission meetings and it is not cited in the minutes.

Alderman Hauman expressed concerns of proper parking and of the occupancy level.

Alderman Black cited minutes from the Liquor Commission meeting which revealed this establishment has shown, on multiple occasions, they are willing to work with the City and change things that have been requested. He stated this is a business the City should want to work with as they have shown their willingness to make proper changes.

Alderman Buragas stated, if the establishment was located in a different area, the decision to approve would be much easier. Bringing a new type of business to the Downtown area could be a huge asset. Council has seen what happens when these decisions go wrong. Alderman Buragas suggested to Council, that if the motion to approve fails, that Council send this item back to the Liquor Commissioner to get additional information and to give the applicants every possible chance to provide information needed.

Alderman Fruin stated, The Police Department has struggled to keep track of occupancy levels and regulating conditions of each establishment. He suggested sending the item back to the Liquor Commissioner for further review.

Mr. Boyle stated the next Liquor Commission is on the November 8, 2016.

Motion by Alderman Hauman , seconded by Alderman Black, that From two of the Commissioners serving at the time that the application of Extravaganza Ballroom, Inc., d/b/a Extravaganza Ballroom, located at 113 E. Monroe, requesting an EAS 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: 1. that alcohol sales cease at 12:00 a.m. (Midnight); 2. that the establishment shall close at 1:00 a.m.; 3. that the establishment will be open only Friday through Sunday; 4. that the maximum occupancy allowed in the establishment shall be the lesser of 200 persons or the occupancy load determined by the Fire Inspector. Note the Liquor Commissioner has not made a recommendation on this item.

Mayor Pro-Tem Schmidt directed the Clerk to call the roll which resulted in the following:

Ayes: Aldermen Black.

Nays: Alderman Lower, Sage, Mwilambwe, Buragas, Painter, Schmidt, Hauman, and Fruin.

Motion failed.

Motion by Alderman Lower, seconded by Alderman Buragas, that this item be sent back to the Liquor Commission for a second consideration on specification of location in regards to the Downtown Master Plan, concerns for parking, concerns of experience of who will be running the business and their age, and to put something in writing that states this business will not rent out to the public, will not bring bands in if they are not renting the building through contract for a private party, and it will not be a public venue for entertainment and alcohol.

Mayor Pro-Tem Schmidt directed the Clerk to call the roll which resulted in the following:

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

Nays: Mayor Pro-Tem Schmidt and Hauman.

Motion carried.

Public Hearing

The following was presented:

Item 8A. Public Hearing for the Downtown-Southwest Redevelopment Project Area

(a) Public Hearing Downtown-Southwest Redevelopment Project Area
- (i) Open Public Hearing
- (ii) Staff Overview *(Presentation by Austin Grammer, Economic Development Coordinator 5 minutes)*
- *(iii) Public Comment*
- (iv) Close Public Hearing

Mayor Pro tem Schmidt stated this Public Hearing was the next step in putting a TIF together for this project to move forward.

Mr. Grammer cited a timeline of events bringing us up to date with tonight's Public Hearing. On May 9, 2016 Council approved an Ordinance for PGAV to conduct a Feasibility Study and draft a Redevelopment Plan for the study area. On August 22, 2016 Council approved an Ordinance setting a time and place for the required Public Hearing and establishing a date for the meeting of the Joint Review Board (JRB). The Joint Review Board was held on September 8,

2016 and all taxing districts present voted in favor of the City Council to create a TIF district in this particular area. The JRB reviewed the Redevelopment Plan and Mr. Grammer presented a report of that review. Fourteen days from today's date would be the earliest date for Council to adopt the three ordinances that would create the TIF district.

As outlined in the Redevelopment Plan, the TIF district is in cohesion with the adopted City of Bloomington Comprehensive Plan. The Comprehensive Plan stated that this Downtown area be a mixed use TIF district. PGAV has thoroughly analyzed these properties and determined they are eligible for inclusion in a TIF district. PGAV determined that a portion of this TIF area also meets the requirements for a "Blighted Area."

Mayor Pro-Tem Schmidt opened the Hearing to receive Public Comment. The following individuals provided comments during the Hearing.

Paula Stubblefield
Bruce Meeks
Cecelia Toheart

The Public Hearing was declared closed.

This item was a Public Hearing with no vote.

The following was presented:

Item 8B. Public hearing on Petitions from the Public Building Commission of McLean County, for a Street Vacation Plat for Main Street between Olive Street and Front Street.

(a) Public Hearing Petition from the Public Building Commission of McLean County, for a street vacation plat for Main Street between Olive Street and Front Street.

(i) Open Public Hearing
(ii) Staff Overview *(Presentation by Jim Karch, Director of Public Works, Eric Schmitt, McLean County Administrative Services, and John Bishop, Farnsworth 15minutes)*
(iii) Public Comment
(iv) Close Public Hearing

Mr. Karch stated he would be presenting the Public Hearing process and then recommending that Council approve the Vacation of Main Street between Front and Olive. Due to this project dealing with the expansion of the Law and Justice Center of McLean County, staff felt it was best if John Bishop; project manager from the Farnsworth Group, to speak to Council on this item.

Mr. Bishop stated they are currently in design for the expansion of the Law and Justice Center. It is intended to take the location of the municipal parking lot, east of the Law and Justice Center. He presented the initial architectural renderings as approved through the County. The building will be three stories tall with two mezzanine levels and a pent house on the roof. This building will be used primarily as a housing unit for the Law and Justice Center with service areas included. There will be one point of access for public entrance.

Mr. Hales asked for clarification of the height under the connecting walkway and if pedestrians would be able to walk underneath.

Mr. Bishop stated there would be an ornamental fence around this area and no access for pedestrians to walk underneath. There would be approximately 9 feet vertical height underneath.

Mayor Pro-Tem Schmidt asked for an approximate timetable for this project.

Mr. Bishop stated the current schedule is to have the project out for bid in late January or early February. Bids are awarded in early March and then construction begins late March or early April.

Mayor Pro-Tem Schmidt opened the Hearing to receive Public Comment. The following individuals provided comments during the Hearing.

Paula Stubblefield
Cecelia Toheart

The Public Hearing was declared closed.

This item was a Public Hearing with no vote.

Regular Agenda

The following was presented:

Item 9A. Consideration of adopting:

a). An Ordinance Approving Petitions from the Public Building Commission of McLean County for a Street Vacation Plat for Main Street between Olive Street and Front Street

ORDINANCE NO. 2016 - 109

AN ORDINANCE APPROVING THE MAIN STREET VACATION PLAT

b). An Ordinance Approving Petitions from the Public Building Commission of McLean County for an Expedited Final Plat for McLean County Government

Subdivision, located west of East Street, North of Olive Street, and south of Front Street.

ORDINANCE NO. 2016 - 110

AN ORDINANCE APPROVING THE FINAL PLAT OF MCLEAN COUNTY GOVERNMENT SUBDIVISION

No discussion was needed.

Motion by Alderman Black, seconded by Alderman Hauman, that the Ordinances be passed approving the street vacation plat and the expedited final plat for McLean County Government Subdivision and that the Mayor and City Clerk be authorized to sign the necessary documents.

Mayor Pro-Tem Schmidt directed the Clerk to call the roll which resulted in the following:

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

Nays: None.

Recused: Alderman Amelia Buragas
[8:26 PM Minutes:] Alderman Buragas left the dais.
[8:27 PM Minutes:] Alderman Buragas returned to the Meeting.

Motion carried.

The following was presented:

Item 9B. Consideration of approving a Professional Services Contract with Shive-Hattery, Inc. for Professional Architectural, Environmental and Land Surveying Services for Police Indoor Training Facility Improvements, (RFQ 2016-04).

Mr. Hales stated that this particular contract came before Council back in March of 2016. This is the only project being considered under this Contract for an addition to the Police Training Facility. There were concerns raised about what future funding goals would be. The City of Bloomington is the owner and manager of this building.

Kenneth Bays; Assistant Chief of Police, provided a brief history of the Police training facility. He stated key issues within the facility and why they exist. He stated that it is imperative that law enforcement officers receive the most comprehensive training available. A dedicated training facility is necessary to provide the most effective training. Routine minimum training is

no longer adequate. A dedicated training facility allows for training to be consistent with current day to day needs.

Alderman Sage asked Assistant Chief Bays if the need for the HVAC system was to prevent mold issues that have occurred in buildings in the past.

Assistant Chief Bays stated, preventing mold and deterioration was the main reason for the HVAC system needs.

Alderman Black stated it is imperative to manage our buildings appropriately to keep them up to date with resources.

Motion by Alderman Lower, seconded by Alderman Mwilambwe, that the Professional Services Contract with Shive- Hattery, Inc. for Professional Architectural, Environmental and Land Surveying Services for Police Indoor Training Facility Improvements in the amount of $55,100.00 be approved, and authorize the City Manager and City Clerk to execute the necessary documents.

Mayor Pro-Tem Schmidt directed the Clerk to call the roll which resulted in the following:

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

Nays: None.

Motion carried.

City Manager's Discussion

Mr. Hales stated that there was a considerate amount of vandalism on parked property the night before on October 9, 2016. He stated moving forward there should be discussions as to how to prevent vandalism on the City's properties. The Police Department is investigating the incidence and will bring forward information as they receive it.

The American Planning Association has given the Bloomington "Bring It On" Comprehensive Plan an achievement of a Silver Award.

The Bloomington Normal Enterprise Zone was approved and signed by the Governor. This is a very critical tool to be utilized by both entities.

On October 19, 2016 at Central Catholic High School from 6:00pm to 9:00pm there will be a final Public Hearing on the east side Highway Environmental Assessment.

Mayor Discussion

Mayor Pro-Tem Schmidt had no report to offer.

City Alderman's Discussion

City Alderman had no reports to offer.

Adjournment

Motion made by Alderman Hauman, seconded by Alderman Painter, to adjourn the meeting at 8:48 p.m.

Motion carried (viva voce).

CITY OF BLOOMINGTON **ATTEST**

_____ _____

Tari Renner, Mayor Cherry L. Lawson, City Clerk

CONSENT AGENDA ITEM: 7B

FOR COUNCIL: October 24, 2016

SUBJECT: Consideration of approving Bills, Payroll, Procurement Card Purchases, and Electronic Transfers in the amount of $5,686,300.30.

RECOMMENDATION/MOTION: That the Bills, Payroll, Procurement Card Purchases, and Electronic Transfers be allowed in the amount of $5,686,300.30, 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 $5,686,300.30 (Payroll total $2,351,241.25, Accounts Payable total $2,915,886.89, Procurement Card Purchases $138,344.29, and Electronic Transfers total $280,827.87).

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Accounts Payable

Reviewed by: Jon C. Johnston, Procurement Manager

Recommended by:

David A. Hales, City Manager

Attachment:

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

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Motion: That the Bills, Payroll, Procurement Card Purchases, and Electronic Transfers be allowed in the amount of $5,686,300.30 and orders drawn on the Treasurer for the various amounts as funds are available.

CITY OF BLOOMINGTON FINANCE REPORT

Council of October 24, 2016

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
10/7/2016	$ 223,423.42	$ 78,176.93	$ 301,600.35
10/13/2016	$ 1,373,631.78	$ 367,064.18	$ 1,740,695.96
10/14/2016	$ 229,557.20	$ 79,387.74	$ 308,944.94
Off Cycle Adjustments			
		PAYROLL GRAND TOTAL	**$ 2,351,241.25**

ACCOUNTS PAYABLE

Date	Bank	Total
10/24/2016	AP General	$ 2,781,064.93
	AP BCPA	
10/10/2016	AP Comm Devel	$ 18,669.69
	AP IHDA	$ -
10/10/2016	AP Library	$ 22,685.31
10/10/2016	AP MFT	$ 42,591.57
10/13/2016 - 10/14/2016	Off Cycle Check Runs	$ 50,875.39
	AP GRAND TOTAL	**$ 2,915,886.89**

PCARD

September 2016	$ 138,344.29
PCARD GRAND TOTAL	**$ 138,344.29**

WIRES

Date	Total
9/30/2016 - 10/6/2016	$ 280,827.87
WIRE GRAND TOTAL	**$ 280,827.87**

TOTAL **$ 5,686,300.30**

Respectfully,

Patti-Lynn Silva
Finance Director

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 7C

FOR COUNCIL: October 24, 2016

SUBJECT: Consideration of Approving Appointments and Reappointments to Various Boards and Commissions.

RECOMMENDATION/MOTION: That Lauren Lacy be appointed to the Connect Transit Board and that Tricia Stiller be reappointed to the Cultural District Commission.

STRATEGIC PLAN LINK: Goal 4. Strong neighborhoods.

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

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

Lauren Lacy of 1202 N. Oak Street, Bloomington, Illinois 61701, to the Connect Transit Board. She will be completing the unfulfilled term previously held by Bill Wilson who resigned October 1, 2016, and whose term will expire 6-30-18. Application is on file in the Administration Office.

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

Tricia Stiller of 305 W. Monroe, #5, Bloomington, Illinois 61701, to the Cultural District Commission. Her first full three (3) year term will be effective immediately – 4/30/19. Application is on file in the Administration Office.

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

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration for approval.

Prepared by: M. Beth Oakley, Executive Assistant

Recommended by:

Tari Renner

Tari Renner, Mayor

Attachments:

- Roster

Motion: Consideration of Approving Appointments and Reappointments to Various Boards and Commissions.

Motion: _____ Seconded by: _____

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

Connect Transit Board

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appt	Ward	Email	Street	City	Zip					
x	Chair/Blm	Bill	Wilson	06/30/18	05/12/14	2011	9	bwilson10s@yahoo.com	9 Gulf Pointe Ct	Bloomington	61704					
x	Blm	John	Bowman	06/30/19	05/26/15	2005	3	john.bowman.bbh2@statefarm.com	3611 Pamela Dr	Bloomington	61704					
x	Blm	Ryan	Whitehouse	06/30/20	06/13/16	2012	7	whitehouse1114@gmail.com	1806 Cottage Ave	Bloomington	61701					
x	Blm	Judy	Buchanan	06/30/17	05/13/13	2009	4	judyblm1@gmail.com	1206 E Jefferson	Bloomington	61701					
	Nml	John	Thomas	06/30/19	06/01/15	2009				Normal						
	Nml	Jennifer	McDade	06/30/18	09/01/15	2015				Normal						
	Nml	Mike	McCurdy	06/30/17	04/16/12	2012				Normal	61761					
	Staff/Contact	Julie	Phillips					jphillips@connect-transit.com	351 Wylie Dr	Normal	61761					

Details:
Term: 4 years, exp date is June 30th
Term Limit per City Code: not applicable
Members: 7 members
Number of members the Mayor appoints: 4
Type: Multi-Jurisdictional
City Code:
Required by State Statute: No
Intergovernmental Agreements: Yes
Funding budgeted from COB for FY2014:
Meetings: 4th Tues of each month at 4:30pm - BNPTS 351 Wylie Dr, Normal

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

Appointment/Reappointment Notes:

Cultural District Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Appointment Date	Year First Appt	Email	Street	City	Zip	Ward				
x		Ryan	Huette	04/30/18	05/11/15	2015	ryanh@nuway.com	1502 Kickapoo Creek Rd.	Bloomington	61705	8				
x		Angelique	Racki	04/30/17	02/08/16	2016	breakingchains116@gmail.com	322 E Mulberry St	Bloomington	61701	4				
x		Tricia	Stiller	04/30/16	08/24/15	2015	ticiastiller@msn.com	305 W Monroe #5	Bloomington	61701	6				
x	not elig	Roger	Elliott	04/30/16	05/13/13	2007	relliott@elliottcapital.com	212 Doud Dr	Normal	61761					
x	resigned	Sherry	Galbreath	04/30/18	04/13/15	2012	galbreathsherry@gmail.com	3 Mallard Ct	Bloomington	61704	3				
x	resigned 6/28/16	Matthew	Giordano	04/30/18	04/13/15	2012	matthew_a_giordano@hotmail.com	2 Turtleback Ct	Bloomington	61705	2				
x	resigned	Neeraj	Joshi	04/30/16	10/14/13	2013	ajosh2@illi.edu	1 Ashling Ct	Bloomington	61704	3				
x	final term	Mike	Kerber	04/30/19	04/25/16	2009	mkerber44@gmail.com	1014 Broadway Ave	Normal	61761					
x		Jessielee	Hinshaw	04/30/18	06/08/15	2015	jessielcgb@hotmail.com	1410 Fell Avenue	Bloomington	61701	4				
x		Carole	Ringer	04/30/19		2010	carole.ringer@gmail.com	110 Hawthorne Lake Dr	Bloomington	61704	3				
x	resigned	Karen	Schmidt	04/30/17	05/12/14	2008	karen61701@gmail.com	409 E Grove	Bloomington	61701					
x	Chair	Vicki Lynn	Tilton	04/30/18	02/23/15	2012	vltfx@fox-n-hounds.com	200 W Monroe, #501	Bloomington	61701	6				
x	rsgnd 3/9/16	Kiasha	Henry	04/30/18	7/27/2015	2015	kiasheb7@hotmail.com	702 W Mill Street	Bloomington	61701	6				
x		Jamie	Mathy	04/30/17	05/12/14	2014	jamie@jamiemathy.com	611 E Washington	Bloomington	61701	1				
	Staff	Jay	Tetzloff				jtetzloff@cityblm.org						434-2825		
	Staff	Tina	Salamone				tsalamone@cityblm.org						434-2764		
	Staff	Brandy	Maloney				bmaloney@cityblm.org						434-2785		

Details:
Term: 3 years
Term Limit per City Code: 3 terms/9 years
Members: 14 members
Number of members the Mayor appoints: 14
Type: Internal
City Code: Chapter 2, Section 81
Required by State Statute: No
Intergovernmental Agreements: None
Funding budgeted from COB for FY2014: None
Meetings: 2nd Thurs of each month at 7:30 am - Creativity Center Conference Room

Number of Vacancies: 7
Number of Expired Board Members (Blm Appointments only): 3
Number of Expired Board Members Eligible for Reappointment: 2

Appointment/Reappointment Notes:

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 7D

FOR COUNCIL: October 24, 2016

SUBJECT: Consideration of Approval of Continuum of Care Grant Agreements

RECOMMENDATION/MOTION: That Council approve (3) HUD grant agreements for the Continuum of Care program, and authorize the City Manager to execute the necessary documents.

STRATEGIC PLAN LINK: Strategic Goal #4: Strong Neighborhoods: Personal safety and security.

STRATEGIC PLAN SIGNIFICANCE: The Continuum of Care provides more than $300,000 in federal funding to provide housing and services to the individuals at risk of becoming homeless or currently experiencing homelessness.

BACKGROUND: This is the eighth year the City has served as the fiscal agent for several Continuum of Care grants. PATH serves as the lead planning agency for the program. The funds received through this program provide supportive services such as child care, moving expenses, counseling, case management, emergency shelter, transportation and medications to the homeless or near homeless. Additionally, funds support rental assistance at five units at Mayor's Manor. Without this funding, many families and individuals would have nowhere to turn to prevent them from becoming homeless.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:
PATH
Crisis Nursery
Collaborative Solutions
Salvation Army
Recycling Furniture for Families

FINANCIAL IMPACT: Failure to sign the agreements will result in a loss of more than $300,000 in federal funding.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION Not applicable

Respectfully submitted for Council consideration.

Prepared by: Jennifer Toney, Grants Coordinator, CD Department

Reviewed by: Tom Dabareiner AICP, CD Director

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments:

- Agreement for Continuum of Care grant IL0283L5T121507
- Agreement for Continuum of Care grant IL0288L5T121508
- Agreement for Continuum of Care grant IL0289L5T121508
- Agreement for Continuum of Care grant IL0630L5T121500

Motion: That Council approve (3) HUD grant agreements for the Continuum of Care program, and authorize the City Manager to execute the necessary documents.

Motion: _____ Seconded by: _____

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

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
77 W. Jackson Blvd.
Chicago, IL 60604

Tax ID No.: 37-6001563
CoC Program Grant Number: IL0283L5T121507
Effective Date:
DUNS No.: 060864170

CONTINUUM OF CARE PROGRAM
GRANT AGREEMENT

This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and City of Bloomington (the "Recipient").

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act") and the Continuum of Care Program rule (the "Rule").

The terms "Grant " or "Grant Funds" mean the funds that are provided under this Agreement. The term "Application" means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Regulation.

The Application is incorporated herein as part of this Agreement, except that only the project listed, and only in the amount listed on the Scope of Work exhibit, are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

Exhibit 1, the FY2015 Scope of Work, is attached hereto and made a part hereof. If appropriations are available for Continuum of Care grants; if Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and one or more projects listed on Exhbit 1 for renewal, then additional Scope of Work exhibits may be attached to this Agreement. Those additional exhibits, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date use of funds under this Agreement may begin. Each project will have a performance period that will be listed on the Scope of Work exhibit(s) to this Agreement. For renewal projects, the period of performance shall begin at the end of the Recipient's final operating year for the project being renewed and eligible costs incurred for a project between the end of Recipient's final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement. For each new project funded under this Agreement, Recipient and HUD will set an operating start date in eLOCCS, which will be used to track expenditures, to establish the project performance period and to determine when a project is eligible for renewal. Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without Recipient signature, after the operating start date is established in eLOCCS.

This Agreement shall remain in effect until termination either: 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the final performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Rule;
2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
    a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
    b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
    c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
    d. In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
    e. The subrecipient, it officers, and employees are not debarred or suspended from doing business with the Federal Government; and
    f. Subrecipients will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursal of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;

10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

By:

_____
(Signature)

Ray E. Willis, Director
(Typed Name and Title)

_____
(Date)

RECIPIENT
City of Bloomington
(Name of Organization)

By:

_____
(Signature of Authorized Official)

_____
(Typed Name and Title of Authorized Official)

_____
(Date)

Tax ID No.: 37-6001563
CoC Program Grant Number: IL0283L5T121507
Effective Date:
DUNS No.: 060864170

EXHIBIT 1
SCOPE OF WORK for FY2015 COMPETITION

1. The project listed on this Scope of Work is governed by the Continuum of Care program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 4 below, is also subject to the terms of the Notice of Funds Availability for the fiscal year listed above.

2. The Continuum that designated Recipient to apply for grant funds (has/has not) been designated a high performing community by HUD for the applicable fiscal year.

3. Recipient is not the only Recipient for the Continuum of Care. HUD's total funding obligation for this grant and project is $__128706__, allocated between budget line items, as indicated in 4. below.

4. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the project application listed below in the amount specified below to be used during the performance period established below. However, no funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to the Rule and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

Project No.	**Performance Period**
IL0283L5T121507	05-01-2016- 04-30-2017

Allocated between budget line items as follows:

a. Continuum of Care planning activities	$ 0
b. UFA costs	$ 0
c. Acquisition	$ 0
d. Rehabilitation	$ 0
e. New construction	$ 0
f. Leasing	$ 0
g. Rental assistance	$ 0
h. Supportive services	$ 120306
i. Operating costs	$ 0
j. Homeless Management Information System	$ 0
k. Administrative costs	$ 8400

In accordance with the Rule, Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without written amendment to this Agreement.

5. If grant funds will be used for payment of indirect costs, pursuant to 2 CFR 200, Subpart E - Cost Principles, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates (including if the de minimis rate is charged per 2 CFR §200.414) on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. Do not include indirect cost rates for Subrecipients, however, Subrecipients may not charge indirect costs to the grant if they do not also have a federally recognized indirect cost rate.
6. The project has/has not been awarded project-based rental assistance for a term of fifteen (15) years. Funding is provided under this Scope of Work for the performance period stated in paragraph 4. Additional funding is subject to the availability of annual appropriations.

7. Program income earned during the grant term shall be retained and may either be 1) added to funds committed to the project by HUD and the recipient and used for eligible activities; or 2) used as match.

Tax ID No.: 37-6001563
CoC Program Grant Number: IL0283L5T121507
Effective Date:
DUNS No.: 060864170

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

Grant No.	Recipient Name	Indirect cost rate	Cost Base

This agreement is hereby executed on behalf of the parties as follows:

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

By:

_____
(Signature)

Ray E. Willis, Director
_____
(Typed Name and Title)

_____
(Date)

RECIPIENT
City of Bloomington
_____
(Name of Organization)

By:

_____
(Signature of Authorized Official)

_____
(Typed Name and Title of Authorized Official)

_____
(Date)

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
77 W. Jackson Blvd.
Chicago, IL 60604

Tax ID No.: 37-6001563
CoC Program Grant Number: IL0288L5T121508
Effective Date:
DUNS No.: 060864170

CONTINUUM OF CARE PROGRAM
GRANT AGREEMENT

This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and City of Bloomington (the "Recipient").

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act") and the Continuum of Care Program rule (the "Rule").

The terms "Grant " or "Grant Funds" mean the funds that are provided under this Agreement. The term "Application" means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Regulation.

The Application is incorporated herein as part of this Agreement, except that only the project listed, and only in the amount listed on the Scope of Work exhibit, are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

Exhibit 1, the FY2015 Scope of Work, is attached hereto and made a part hereof. If appropriations are available for Continuum of Care grants; if Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and one or more projects listed on Exhbit 1 for renewal, then additional Scope of Work exhibits may be attached to this Agreement. Those additional exhibits, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date use of funds under this Agreement may begin. Each project will have a performance period that will be listed on the Scope of Work exhibit(s) to this Agreement. For renewal projects, the period of performance shall begin at the end of the Recipient's final operating year for the project being renewed and eligible costs incurred for a project between the end of Recipient's final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement. For each new project funded under this Agreement, Recipient and HUD will set an operating start date in eLOCCS, which will be used to track expenditures, to establish the project performance period and to determine when a project is eligible for renewal. Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without Recipient signature, after the operating start date is established in eLOCCS.

This Agreement shall remain in effect until termination either: 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the final performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Rule;
2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
    a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
    b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
    c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
    d. In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
    e. The subrecipient, it officers, and employees are not debarred or suspended from doing business with the Federal Government; and
    f. Subrecipients will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursal of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;

10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

By:

_____
(Signature)

Ray E. Willis, Director
(Typed Name and Title)

_____
(Date)

RECIPIENT
City of Bloomington
(Name of Organization)

By:

_____
(Signature of Authorized Official)

_____
(Typed Name and Title of Authorized Official)

_____
(Date)

Tax ID No.: 37-6001563
CoC Program Grant Number: IL0288L5T121508
Effective Date:
DUNS No.: 060864170

EXHIBIT 1
SCOPE OF WORK for FY2015 COMPETITION

1. The project listed on this Scope of Work is governed by the Continuum of Care program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 4 below, is also subject to the terms of the Notice of Funds Availability for the fiscal year listed above.

2. The Continuum that designated Recipient to apply for grant funds (has/has not) been designated a high performing community by HUD for the applicable fiscal year.

3. Recipient is not the only Recipient for the Continuum of Care. HUD's total funding obligation for this grant and project is $__23193__, allocated between budget line items, as indicated in 4. below.

4. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the project application listed below in the amount specified below to be used during the performance period established below. However, no funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to the Rule and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

Project No.	**Performance Period**
IL0288L5T121508	01-01-2016- 12-31-2016

Allocated between budget line items as follows:

a. Continuum of Care planning activities	$ 0
b. UFA costs	$ 0
c. Acquisition	$ 0
d. Rehabilitation	$ 0
e. New construction	$ 0
f. Leasing	$ 0
g. Rental assistance	$ 22320
h. Supportive services	$ 0
i. Operating costs	$ 0
j. Homeless Management Information System	$ 0
k. Administrative costs	$ 873

In accordance with the Rule, Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without written amendment to this Agreement.

5. If grant funds will be used for payment of indirect costs, pursuant to 2 CFR 200, Subpart E - Cost Principles, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates (including if the de minimis rate is charged per 2 CFR §200.414) on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. Do not include indirect cost rates for Subrecipients, however, Subrecipients may not charge indirect costs to the grant if they do not also have a federally recognized indirect cost rate.
6. The project has/has not been awarded project-based rental assistance for a term of fifteen (15) years. Funding is provided under this Scope of Work for the performance period stated in paragraph 4. Additional funding is subject to the availability of annual appropriations.

7. Program income earned during the grant term shall be retained and may either be 1) added to funds committed to the project by HUD and the recipient and used for eligible activities; or 2) used as match.

Tax ID No.: 37-6001563
CoC Program Grant Number: IL0288L5T121508
Effective Date:
DUNS No.: 060864170

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

Grant No.	Recipient Name	Indirect cost rate	Cost Base

This agreement is hereby executed on behalf of the parties as follows:

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

By:

_____
(Signature)

Ray E. Willis, Director
_____
(Typed Name and Title)

_____
(Date)

RECIPIENT
City of Bloomington
_____
(Name of Organization)

By:

_____
(Signature of Authorized Official)

_____
(Typed Name and Title of Authorized Official)

_____
(Date)

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
77 W. Jackson Blvd.
Chicago, IL 60604

Tax ID No.: 37-6001563
CoC Program Grant Number: IL0289L5T121508
Effective Date:
DUNS No.: 060864170

CONTINUUM OF CARE PROGRAM
GRANT AGREEMENT

This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and City of Bloomington (the "Recipient").

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act") and the Continuum of Care Program rule (the "Rule").

The terms "Grant " or "Grant Funds" mean the funds that are provided under this Agreement. The term "Application" means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Regulation.

The Application is incorporated herein as part of this Agreement, except that only the project listed, and only in the amount listed on the Scope of Work exhibit, are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

Exhibit 1, the FY2015 Scope of Work, is attached hereto and made a part hereof. If appropriations are available for Continuum of Care grants; if Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and one or more projects listed on Exhbit 1 for renewal, then additional Scope of Work exhibits may be attached to this Agreement. Those additional exhibits, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date use of funds under this Agreement may begin. Each project will have a performance period that will be listed on the Scope of Work exhibit(s) to this Agreement. For renewal projects, the period of performance shall begin at the end of the Recipient's final operating year for the project being renewed and eligible costs incurred for a project between the end of Recipient's final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement. For each new project funded under this Agreement, Recipient and HUD will set an operating start date in eLOCCS, which will be used to track expenditures, to establish the project performance period and to determine when a project is eligible for renewal. Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without Recipient signature, after the operating start date is established in eLOCCS.

This Agreement shall remain in effect until termination either: 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the final performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Rule;
2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
    a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
    b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
    c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
    d. In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
    e. The subrecipient, it officers, and employees are not debarred or suspended from doing business with the Federal Government; and
    f. Subrecipients will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursal of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;

10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

By:

_____
(Signature)

Ray E. Willis, Director
(Typed Name and Title)

_____
(Date)

RECIPIENT
City of Bloomington
(Name of Organization)

By:

_____
(Signature of Authorized Official)

_____
(Typed Name and Title of Authorized Official)

_____
(Date)

Tax ID No.: 37-6001563
CoC Program Grant Number: IL0289L5T121508
Effective Date:
DUNS No.: 060864170

EXHIBIT 1
SCOPE OF WORK for FY2015 COMPETITION

1. The project listed on this Scope of Work is governed by the Continuum of Care program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 4 below, is also subject to the terms of the Notice of Funds Availability for the fiscal year listed above.

2. The Continuum that designated Recipient to apply for grant funds (has/has not) been designated a high performing community by HUD for the applicable fiscal year.

3. Recipient is not the only Recipient for the Continuum of Care. HUD's total funding obligation for this grant and project is $__136706__, allocated between budget line items, as indicated in 4. below.

4. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the project application listed below in the amount specified below to be used during the performance period established below. However, no funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to the Rule and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

Project No.	**Performance Period**
IL0289L5T121508	06-01-2016- 05-31-2017

Allocated between budget line items as follows:

a. Continuum of Care planning activities	$ 0
b. UFA costs	$ 0
c. Acquisition	$ 0
d. Rehabilitation	$ 0
e. New construction	$ 0
f. Leasing	$ 0
g. Rental assistance	$ 0
h. Supportive services	$ 127786
i. Operating costs	$ 0
j. Homeless Management Information System	$ 0
k. Administrative costs	$ 8920

In accordance with the Rule, Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without written amendment to this Agreement.

5. If grant funds will be used for payment of indirect costs, pursuant to 2 CFR 200, Subpart E - Cost Principles, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates (including if the de minimis rate is charged per 2 CFR §200.414) on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. Do not include indirect cost rates for Subrecipients, however, Subrecipients may not charge indirect costs to the grant if they do not also have a federally recognized indirect cost rate.
6. The project has/has not been awarded project-based rental assistance for a term of fifteen (15) years. Funding is provided under this Scope of Work for the performance period stated in paragraph 4. Additional funding is subject to the availability of annual appropriations.

7. Program income earned during the grant term shall be retained and may either be 1) added to funds committed to the project by HUD and the recipient and used for eligible activities; or 2) used as match.

Tax ID No.: 37-6001563
CoC Program Grant Number: IL0289L5T121508
Effective Date:
DUNS No.: 060864170

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

Grant No.	Recipient Name	Indirect cost rate	Cost Base

This agreement is hereby executed on behalf of the parties as follows:

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

By:

_____
(Signature)

Ray E. Willis, Director
_____
(Typed Name and Title)

_____
(Date)

RECIPIENT
City of Bloomington
_____
(Name of Organization)

By:

_____
(Signature of Authorized Official)

_____
(Typed Name and Title of Authorized Official)

_____
(Date)

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
77 W. Jackson Blvd.
Chicago, IL 60604

Tax ID No.: 37-6001563
CoC Program Grant Number: IL0630L5T121500
Effective Date:
DUNS No.: 060864170

CONTINUUM OF CARE PROGRAM
GRANT AGREEMENT

This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and City of Bloomington (the "Recipient").

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act") and the Continuum of Care Program rule (the "Rule").

The terms "Grant " or "Grant Funds" mean the funds that are provided under this Agreement. The term "Application" means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Regulation.

The Application is incorporated herein as part of this Agreement, except that only the project listed, and only in the amount listed on the Scope of Work exhibit, are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

Exhibit 1, the FY2015 Scope of Work, is attached hereto and made a part hereof. If appropriations are available for Continuum of Care grants; if Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and one or more projects listed on Exhbit 1 for renewal, then additional Scope of Work exhibits may be attached to this Agreement. Those additional exhibits, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date use of funds under this Agreement may begin. Each project will have a performance period that will be listed on the Scope of Work exhibit(s) to this Agreement. For renewal projects, the period of performance shall begin at the end of the Recipient's final operating year for the project being renewed and eligible costs incurred for a project between the end of Recipient's final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement. For each new project funded under this Agreement, Recipient and HUD will set an operating start date in eLOCCS, which will be used to track expenditures, to establish the project performance period and to determine when a project is eligible for renewal. Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without Recipient signature, after the operating start date is established in eLOCCS.

This Agreement shall remain in effect until termination either: 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the final performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Rule;
2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
    a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
    b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
    c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
    d. In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
    e. The subrecipient, it officers, and employees are not debarred or suspended from doing business with the Federal Government; and
    f. Subrecipients will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursal of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;

10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

By:

_____
(Signature)

Ray E. Willis, Director
(Typed Name and Title)

_____
(Date)

RECIPIENT
City of Bloomington
(Name of Organization)

By:

_____
(Signature of Authorized Official)

David Hales, City Manager
(Typed Name and Title of Authorized Official)

_____
(Date)

Tax ID No.: 37-6001563
CoC Program Grant Number: IL0630L5T121500
Effective Date:
DUNS No.: 060864170

EXHIBIT 1
SCOPE OF WORK for FY2015 COMPETITION

1. The project listed on this Scope of Work is governed by the Continuum of Care program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 4 below, is also subject to the terms of the Notice of Funds Availability for the fiscal year listed above.

2. The Continuum that designated Recipient to apply for grant funds (has/has not) been designated a high performing community by HUD for the applicable fiscal year.

3. Recipient is not the only Recipient for the Continuum of Care. HUD's total funding obligation for this grant and project is $__39192__, allocated between budget line items, as indicated in 4. below.

4. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the project application listed below in the amount specified below to be used during the performance period established below. However, no funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to the Rule and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

Project No.	**Performance Period**
IL0630L5T121500	

Allocated between budget line items as follows:

a. Continuum of Care planning activities	$ 39192
b. UFA costs	$ 0
c. Acquisition	$ 0
d. Rehabilitation	$ 0
e. New construction	$ 0
f. Leasing	$ 0
g. Rental assistance	$ 0
h. Supportive services	$ 0
i. Operating costs	$ 0
j. Homeless Management Information System	$ 0
k. Administrative costs	$ 0

In accordance with the Rule, Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without written amendment to this Agreement.

5. If grant funds will be used for payment of indirect costs, pursuant to 2 CFR 200, Subpart E - Cost Principles, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates (including if the de minimis rate is charged per 2 CFR §200.414) on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. Do not include indirect cost rates for Subrecipients, however, Subrecipients may not charge indirect costs to the grant if they do not also have a federally recognized indirect cost rate.
6. The project has/has not been awarded project-based rental assistance for a term of fifteen (15) years. Funding is provided under this Scope of Work for the performance period stated in paragraph 4. Additional funding is subject to the availability of annual appropriations.

7. Program income earned during the grant term shall be retained and may either be 1) added to funds committed to the project by HUD and the recipient and used for eligible activities; or 2) used as match.

Tax ID No.: 37-6001563
CoC Program Grant Number: IL0630L5T121500
Effective Date:
DUNS No.: 060864170

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

Grant No.	Recipient Name	Indirect cost rate	Cost Base

This agreement is hereby executed on behalf of the parties as follows:

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

By:

_____
(Signature)

Ray E. Willis, Director
(Typed Name and Title)

_____
(Date)

RECIPIENT
City of Bloomington
(Name of Organization)

By:

_____
(Signature of Authorized Official)

David Hales, City Manager
(Typed Name and Title of Authorized Official)

_____
(Date)

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: October 24, 2016

SUBJECT: Consideration of approving the purchase of eight (8) 2017 Ford Utility Police Interceptor All Wheel Drive (AWD) vehicles using the (SPC) Suburban Purchasing Cooperative Contract number #152, from Currie Motors of Frankfort, Illinois in the amount of $243,129.00.

RECOMMENDATION/MOTION: Council approve the purchase of eight (8) Ford Utility Police Interceptor AWD vehicles through the Northwest Municipal Conference (SPC) Suburban Purchasing Cooperative Contract number #152, from Currie Motors of Frankfort, Illinois in the amount of $243,129.00, and the Procurement Manager be authorized to issue a Purchase Order for same.

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

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

BACKGROUND: Currently, there are five (5) Marked Patrol and three (3) CID units to be replaced in this Fiscal Year Budget. These units will have over 100,000 miles or will be over 14 years old when the new units arrive and are put into service. Police equipment will be transferred from the old units to the replacement units.

Normal replacement of marked patrol cars is at 100,000 miles. Total repair and maintenance on the eight units is $111,666.97 to date. Staff respectfully requests to replace the eight (8) units that are scheduled at this time or units that need repairs that exceed their value at the time the new units are put in service. Staff respectfully requests to have the replacement units declared surplus and be sold on public auction. Vehicle order cutoff date is November 8, 2016.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:

FINANCIAL IMPACT: The vehicles are included in the FY 2017 Budget under the Capital Lease - Capital Outlay Licensed Vehicles account (40110135-72130) with $286,420.00 budgeted for these units. Stakeholders can locate this in the FY 2017 Budget Book titled "Other Funds & Capital Improvement Program" on pages 92 and 95.

Respectfully submitted for Council consideration.

Prepared by: Rob Krones, Superintendent of Fleet Maintenance

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments:

- CID Units Order
- Marked Units Order

Motion: Council approve the purchase of eight (8) Ford Utility Police Interceptor AWD vehicles through the Northwest Municipal Conference (SPC) Suburban Purchasing Cooperative Contract number #152, from Currie Motors of Frankfort, Illinois in the amount of $243,129.00, and the Procurement Manager be authorized to issue a Purchase Order for same.

Motion: _____ Seconded by: _____

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

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CIO

2017 Ford Utility Police Interceptor AWD
Contract # 152

Currie Motors Fleet

"Nice People To Do Business With"

Your Full-Line Municipal Dealer
www.CurrieFleet.com

ORDER CUTOFF: 11/08/16

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YouTube

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2017 Ford Utility Police Interceptor AWD
Contract # 152
$25,555.00

3.7 TI-VCT V6 FFV
6-Speed Automatic
Rear recovery hooks
Independent front/rear suspension
Engine Oil Cooler
18.6 gallon fuel tank
Engine Hour Meter
220 Amp Alternator
78 Amp Hour Battery
Lower black body side cladding
Dual Exhaust
Black spoiler
Electric Power Assist Steering
Acoustic laminated windshield
18" Tires and Wheels
Fixed glass lift gate
Full Size Spare
AM/FM/CD
Roll curtain airbag
Safety Canopy W/Roll Over Sensor
Anti-Lock Brakes With Advanced Trac and traction control
LED tail lamps
2nd/3rd Row Privacy Glass
My Ford police cluster
Black Grill
Headlamps-LED Low Beam Halogen Hi Beam
Lift Gate Release Switch - 45 Second Time out
Rearview Camera with Washer
All-Wheel Drive
Manual folding power mirror
Fold flat 60/40 rear vinyl bench
Single Zone Manual Climate Control
Power Windows - 1 Touch Up/Down
Power Locks
Cruise Control/Tilt Wheel
Calibrated Speedometer
Column Shift
Work Task Light red/white
Simple fleet key
Power Adjustable Pedals
Two-Way Radio Pre-Wire
Particulate air filter
Power Pig tail
Delivery within 30 Miles
Locking Glove Box

Standard Warranty:
Basic: 3 Years/ 36,000 Miles
Drivetrain: 5 Years/100,000 Miles
Corrosion: 5 Years/ Unlimited Miles
Emissions: 8 Years/80,000 Miles
Roadside Assistance: 5 Years/60,000 Miles

Order Cutoff: 11/08/16

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☐	99T	3.5L V-6 Ecoboost® Engine (131 MPH top speed)	$3,106.00
☐	41H	Engine block heater	$79.00
☐	86L	Auto Head Lamp	$99.00
☐	43D	Dark car feature – Courtesy Lights Inop	$17.00
☐	43L	Silent Mode – Requires Day time Running Lights	$19.00
☐	942	Daytime Running Lights	$39.00
☒	17T	Dome lamp red/white cargo area	$45.00
☐	51Y	Spot Light Drivers Side Only - Incandescent	$187.00
☐	51Z	Dual Spot Lights (Driver/Passenger) Incandescent	$306.00
☐	51R	Spot Light Drivers Side LED Bulb - Unity	$395.00
☐	51T	Spot Light Drivers Side LED Bulb - Whelen	$366.00
☐	51S	Spot Light Dual LED Bulbs - Unity	$541.00
☐	51V	Spot Light Dual LED Bulbs - Whelen	$580.00
☐	51P	Spot Lamp Prep Kit; Driver side (does not include housing and bulb)	$122.00
☐	51W	Spot Lamp Prep Kit; Dual Side (does not include housing and bulbs)	$245.00
☒	21L	Front Auxiliary Light Red/Blue - requires option 60A	$481.00
☒	21W	Forward Indicator - Red/Blue Pocket Warning Light - requires option 60A	$558.00
☒	60A	Pre-wiring grill lamp, siren, speaker	$45.00
☒	63B	Side Marker LED - Red/Blue - Requires 60A	$254.00
☒	63L	Rear Quarter Glass Side Marker Lights - Red/Blue	$502.00
☐	92G	Glass-Solar Tint 2nd Row/Rear Quarter/Liftgate Window (Deletes Privacy Glass)	$105.00
☐	92R	Glass-Solar Tint 2nd Row Only, Privacy Glass on Rear Quarter and Liftgate Window	$75.00
☐	68Z	Roof rack side rails	$136.00
☐	76D	Deflector Plate (Standard on Ecoboost® Engine)	$292.00
☐	87R	Rear View Camera - Includes Electrochromic Rear View Mirror (replaces standard camera in center stack area)	N/C
☐	53M	Sync® Basic – includes USB port and aux input jack	$258.00
☐	61R	Remappable (4) switches on steering wheel (less Sync)	$136.00
☐	61S	Remappable (4) switches on steering wheel (with Sync)	$136.00
☐	18W	Rear window power delete	$22.00
☐	68L	Rear-Door Handles Inoperable / Locks Operable	$30.00
☐	68G	Rear-Door Handles Inoperable / Locks Inoperable	$30.00
☐	52H	Hidden Door-Lock Plunger w/Rear-door Handles Op	$122.00
☐	52P	Hidden Door-Lock Plunger w/Read-door Handles Inop	$140.00
☐	16C	1st & 2nd Row Carpet Floor Covering (includes mats)	$110.00
☐	88F	2nd Row Cloth Seats	$51.00
☐	87P	Power Passenger Seat (6-way) w/ manual recline/lumbar	$284.00
☐	85D	Front Console Plate-Delete (N/A w/ 67G, 67H, 67U, 85R)	N/C
☐	85R	Rear Console Plate (N/A with 65U, 85D)	$30.00
☐	90D	Ballistic Door Panels – Level III Driver Front Only	$1506.00

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☐	90E	Ballistic Door Panels – Level III Driver/Passenger Front	$3012.00
☐	90F	Ballistic Door Panels – Level IV Driver Front Only	$2294.00
☐	90G	Ballistic Door Panels – Level IV Driver/Passenger Front	$4588.00
☐	96W	Visor Light (requires rear console mounting plate N/A with interior Upgrade Package)	$1159.00
☐	55B	BLIS® Blind spot monitoring (N/A with heated mirrors)	$475.00
☐	19L	Lockable Gas Cap	$17.00
☒	549	Mirrors – Heated Sideview	$53.00
☐	593	Perimeter Anti-Theft Alarm – Requires key Fob (595)	$105.00
☒	595	Remote Keyless Entry (N/A with keyed alike)	$227.00
☐	76R	Reverse Sensing	$240.00
☐		Keyed Alike – Code #: _____	$45.00
☐	65L	18" 5-spoke full face wheel covers w/ metal clips	$53.00
☐	64E	18" painted aluminum wheels	$415.00
☐	17A	Aux Air Conditioning (N/A with 63V)	$532.00
☐	16D	Badge Delete	N/C
☐	63V	Cargo Storage Vault - includes lockable door/compartment light (N/A with 17A)	$415.00
☐	55D	Scuff Guards	$79.00
☐	60R	Noise Suppression Bonds (Ground Straps)	$87.00
☒	18X	100 Watt Siren/Speaker (includes bracket and pigtail)	$262.00
☐	43S	My Speed Fleet Management - allows admin to lower max vehicle speed and max audio volume / allows VMAX speed to be set in 5mph increments	$53.00
☐	52B	Enhanced PTU Cooler – requires EcoBoost® Engine	$2553.00
☒		Rustproof & Undercoating	$395.00
☐		Engine Idle Control	$385.00
☐		4 Corner LED Strobes (aftermarket using 86P)	$895.00
☐		CD-Rom service manual	$325.00
☐		Remote Start-Single Button Fob	$475.00
		License and Title w/delivery	$145.00
☒		**Delivery greater than 50 miles of dealership**	$150.00

Optional Maintenance & Warranty Coverage:

☐	ESP Extended Warranty Extra Care 5-Year 60,000 miles	$1,620.00
☐	ESP Extended Warranty Base Care -3 year/100,000 miles	$1,115.00
☐	ESP Extended Warranty Powertrain –6 year/100,000miles	$975.00
☐	ESP Extended Warranty Base Care – 6 year/100,000miles	$1155.00

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Equipment Groups

☐ 47C	**Police Wire Harness Connector Kit – Front** For connectivity to Ford PI Package solutions includes: • (2) Male 4-pin connectors for siren • (5) Female 4-pin connectors for lighting/siren/speaker • (1) 4-pin IP connector for speakers • (1) 4-pin IP connector for siren controller connectivity • (1) 8-pin sealed connector • (1) 14-pin IP connector	$91.00
☐ 21P	**Police Wire Harness connector Kit – Rear** For connectivity to Ford PI Package solutions includes: • (1) 2-pin connector for rear lighting • (1) 2-pin connector • (6) Female 4-pin connectors • (6) Male 4-pin connectors • (1) 10-pin connector	$114.00
☐ 65U	**Police Interior Upgrade Package** Includes: 1st & 2nd Row Carpet Floor Covering, Rear Cloth Seats, Center Floor Console less shifter- includes console Deletes the standard console mounting plate Note: Not available with options 67G, 67H, 67U	$341.00
☒ 66A	**Front Headlamp Lighting Solution** Includes: Base LED low beam/halogen high-beam with wig-wag function, 2-white LED side warning lights, wiring, LED lights included, controller NOT included. Note: Not available with 67H; recommend using 67G or 67U	$743.00
☒ 86P	**Front Headlamp Housing Only** Pre-drilled side marker holes (does not include lights) Pre-molded side warning holes with twist lock capability (does not include lights)	$140.00
☒ 66B	**Tail Lamp Lighting Solution** Includes: Base LED lights plus 2-rear integrated white LED side warning lights, wiring, controller NOT included, N/A with 67H	$371.00
☒ 66C	**Rear Lighting Solution** Includes two backlit flashing LED lights (mounted to inside lift gate glass), two lift gate flashing LED lights (not available with Police Interceptor package 67H)	$398.00
☐ 86T	**Tail Lamp Housing Only** Pre-existing holes with standard twist lock-sealed capability, does NOT include LED lights. N/A w/66B and 67H	$53.00
☒ 67U	**Ultimate Wiring Package (n/a** with Interior Upgrade Package) Includes the following: • Rear console mounting plate (85R)-contours through 2nd row; channel for wiring	$481.00

	• Pre-wiring for grille LED lights, siren and speaker (60A) • Wiring harness I/P to rear (overlay) • (2) light cables-supports up to (6) LED lights (engine compartment/grille) • (2) 50-amp battery and ground circuits in RH rear-quarter • (1) 10-amp siren/speaker circuit engine cargo area • Rear hatch/cargo area wiring-supports up to (6) rear LED lights N/A with 65U, 67G, 67H	
☐ 67G	**Cargo Wiring Upfit Package** (n/a) with Interior Upgrade Package • Rear Console Mounting Plate • Wiring overlay harness w/lighting & siren interface connections • Vehicle engine harness: 2-light connectors, 2-grill light connectors, 2-50 amp battery ground circuits in power junction box, 2-10 amp sire/speaker circuit • Whelen lighting PCC8R control head • Whelen PCC8R Light Relay Center • Whelen specific cable connects PCC8R to control head • Pre-wiring for grill lights siren and speaker (not available with 65U 67H and 67U)	$1,169.00
☐ 67H	**Ready for the Road Package-**not available with Interior Upgrade Package **All-in Complete Package-Includes Police Interceptor Packages 66A 66B 66C plus** • Whelen Cencom light controller • Whelen Cencom relay center/siren amp with traffic advisor • Light controller/relay Cencom wiring • Grille LED Lights • 100 Watt Siren/Speaker • (9) I/O digital Serial Cable (console to cargo) • Hidden door lock plunger & rear door handles inop • Rear console mounting plate (not available with 66A 66B 66C 67G 67U 65U)	$2,979.00

Vinyl Options

☐ 91A	**Two-Tone Vinyl Wrap - Package #1** Roof & Right/left, front/rear doors vinyl - white only (Not available with: 91C, 91D, 91E, 91F, 91G, 91H, 91J)	$733.00
☐	**Two-Tone Vinyl Wrap - Package #3**	$611.00

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91C	Roof & Right/left front doors only vinyl - white only (Not available with: 91A, 91D, 91E, 91F, 91G, 91H, 91J)	
☐ 91H	**Two-Tone Vinyl – Roof** white only (Not available with: 91A, 91C)	$428.00
☐ 91J	**Two-Tone Vinyl – LH/RH Front Doors** white only (Not available with: 91A, 91C, 91D, 91E, 91F, 91G)	$266.00
☐ 91D	**Vinyl Word Wrap - POLICE (Non-Reflective)** White (YZ) lettering located on LH/RH sides of vehicle Not available with: 91A, 91C, 91E, 91F, 91G, 91J	$694.00
☐ 91E	**Vinyl Word Wrap - POLICE (Reflective)** Black lettering located on LH/RH sides of vehicle Not available with: 91A, 91C, 91D, 91F, 91G, 91J	$694.00
☐ 91F	**Vinyl Word Wrap - POLICE (Reflective)** White lettering located on LH/RH sides of vehicle Not available with: 91A, 91C, 91D, 91E, 91G, 91J	$694.00
☐ 91G	**Vinyl Word Wrap - SHERIFF (Non-Reflective)** White lettering located on LH/RH sides of vehicle Not available with: 91A, 91C, 91D, 91E, 91F, 91J	$694.00

Options – Exterior

☐ BU	Medium Brown Metallic	
☐ E3	Arizona Beige Metallic Clearcoat	
☐ G1	Shadow Black	
☐ HG	Smokestone Metallic	
☐ J1	Kodiak Brown Metallic	
☐ JL	Dark Toreador Red Metallic	
☐ KR	Norsea Blue Metallic	
☒ LK	Dark Blue 1 unit	
☐ LM	Royal Blue	
☐ LN	Light Blue Metallic	
☐ MM	Ultra Blue Metallic	
☐ N1	Blue Jeans Metallic	
☐ TN	Silver Grey Metallic	
☒ UJ	Sterling Grey Metallic 1 unit	
☒ UX	Ingot Silver Metallic 1 unit	
☐ YG	Medium Titanium Metallic	
☐ YZ	Oxford White	
☐	Special Paint	$873.00

Options – Interior

☒	Charcoal Black w/vinyl rear	N/C
☐	Charcoal Black w/cloth rear	$57.00

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Please enter the following:

Agency Name & Address City of Bloomington
336 South Main St.
Bloomington IL 61702

Contact Name Rob Krones

Phone Number 309-434-2296

Purchase Order Number _____

Fleet Identification Number _____

Tax Exempt Number _____

Total Dollar Amount $89,589

Total Number of Units 3

Delivery Address 336 South Main St
Bloomington IL 61702

Please submit P.O. & tax exempt letter with Vehicle Order:

Currie Motors
9423 W. Lincoln Hwy
Frankfort, IL 60423
PHONE: (815)464-9200 FAX: (815) 464-7500
CurrieFleet@gmail.com
Contact Person: Tom Sullivan

IF WE HAVE MISSED AN OPTION, PLEASE CONTACT OUR OFFICE.
COMPLETE UNITS IN STOCK FOR IMMEDIATE DELIVERY, CAN BE VIEWED
ON OUR WEBSITE WWW.CURRIEFLEET.COM

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marked

2017 Ford Utility Police Interceptor AWD
Contract # 152

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2017 Ford Utility Police Interceptor AWD
Contract # 152
$25,555.00

3.7 TI-VCT V6 FFV
6-Speed Automatic
Rear recovery hooks
Independent front/rear suspension
Engine Oil Cooler
18.6 gallon fuel tank
Engine Hour Meter
220 Amp Alternator
78 Amp Hour Battery
Lower black body side cladding
Dual Exhaust
Black spoiler
Electric Power Assist Steering
Acoustic laminated windshield
18" Tires and Wheels
Fixed glass lift gate
Full Size Spare
AM/FM/CD
Roll curtain airbag
Safety Canopy W/Roll Over Sensor
Anti-Lock Brakes With Advanced Trac and traction control
LED tail lamps
2nd/3rd Row Privacy Glass
My Ford police cluster
Black Grill
Headlamps-LED Low Beam Halogen Hi Beam
Lift Gate Release Switch - 45 Second Time out
Rearview Camera with Washer
All-Wheel Drive
Manual folding power mirror
Fold flat 60/40 rear vinyl bench
Single Zone Manual Climate Control
Power Windows - 1 Touch Up/Down
Power Locks
Cruise Control/Tilt Wheel
Calibrated Speedometer
Column Shift
Work Task Light red/white
Simple fleet key
Power Adjustable Pedals
Two-Way Radio Pre-Wire
Particulate air filter
Power Pig tail
Delivery within 30 Miles
Locking Glove Box

Standard Warranty:
Basic: 3 Years/ 36,000 Miles
Drivetrain: 5 Years/100,000 Miles
Corrosion: 5 Years/ Unlimited Miles
Emissions: 8 Years/80,000 Miles
Roadside Assistance: 5 Years/60,000 Miles

Order Cutoff: 11/08/16

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COOPERATIVE

☐	99T	3.5L V-6 Ecoboost® Engine (131 MPH top speed)	$3,106.00
☐	41H	Engine block heater	$79.00
☐	86L	Auto Head Lamp	$99.00
☐	43D	Dark car feature – Courtesy Lights Inop	$17.00
☐	43L	Silent Mode – Requires Day time Running Lights	$19.00
☐	942	Daytime Running Lights	$39.00
☒	17T	Dome lamp red/white cargo area	$45.00
☐	51Y	Spot Light Drivers Side Only - Incandescent	$187.00
☐	51Z	Dual Spot Lights (Driver/Passenger) Incandescent	$306.00
☐	51R	Spot Light Drivers Side LED Bulb - Unity	$395.00
☒	51T	Spot Light Drivers Side LED Bulb - Whelen	$366.00
☐	51S	Spot Light Dual LED Bulbs - Unity	$541.00
☐	51V	Spot Light Dual LED Bulbs - Whelen	$580.00
☐	51P	Spot Lamp Prep Kit; Driver side (does not include housing and bulb)	$122.00
☐	51W	Spot Lamp Prep Kit; Dual Side (does not include housing and bulbs)	$245.00
☐	21L	Front Auxiliary Light Red/Blue - requires option 60A	$481.00
☐	21W	Forward Indicator - Red/Blue Pocket Warning Light - requires option 60A	$558.00
☐	60A	Pre-wiring grill lamp, siren, speaker	$45.00
☒	63B	Side Marker LED - Red/Blue - Requires 60A	$254.00
☒	63L	Rear Quarter Glass Side Marker Lights - Red/Blue	$502.00
☐	92G	Glass-Solar Tint 2nd Row/Rear Quarter/Liftgate Window (Deletes Privacy Glass)	$105.00
☐	92R	Glass-Solar Tint 2nd Row Only, Privacy Glass on Rear Quarter and Liftgate Window	$75.00
☐	68Z	Roof rack side rails	$136.00
☐	76D	Deflector Plate (Standard on Ecoboost® Engine)	$292.00
☐	87R	Rear View Camera - Includes Electrochromic Rear View Mirror (replaces standard camera in center stack area)	N/C
☐	53M	Sync® Basic – includes USB port and aux input jack	$258.00
☐	61R	Remappable (4) switches on steering wheel (less Sync)	$136.00
☐	61S	Remappable (4) switches on steering wheel (with Sync)	$136.00
☐	18W	Rear window power delete	$22.00
☐	68L	Rear-Door Handles Inoperable / Locks Operable	$30.00
☐	68G	Rear-Door Handles Inoperable / Locks Inoperable	$30.00
☐	52H	Hidden Door-Lock Plunger w/Rear-door Handles Op	$122.00
☐	52P	Hidden Door-Lock Plunger w/Read-door Handles Inop	$140.00
☐	16C	1st & 2nd Row Carpet Floor Covering (includes mats)	$110.00
☐	88F	2nd Row Cloth Seats	$51.00
☐	87P	Power Passenger Seat (6-way) w/ manual recline/lumbar	$284.00
☐	85D	Front Console Plate-Delete (N/A w/ 67G, 67H, 67U, 85R)	N/C
☐	85R	Rear Console Plate (N/A with 65U, 85D)	$30.00
☐	90D	Ballistic Door Panels – Level III Driver Front Only	$1506.00

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COOPERATIVE

☐	90E	Ballistic Door Panels – Level III Driver/Passenger Front	$3012.00
☐	90F	Ballistic Door Panels – Level IV Driver Front Only	$2294.00
☐	90G	Ballistic Door Panels – Level IV Driver/Passenger Front	$4588.00
☐	96W	Visor Light (requires rear console mounting plate N/A with interior Upgrade Package)	$1159.00
☐	55B	BLIS® Blind spot monitoring (N/A with heated mirrors)	$475.00
☐	19L	Lockable Gas Cap	$17.00
☒	549	Mirrors – Heated Sideview	$53.00
☐	593	Perimeter Anti-Theft Alarm – Requires key Fob (595)	$105.00
☒	595	Remote Keyless Entry (N/A with keyed alike)	$227.00
☐	76R	Reverse Sensing	$240.00
☐		Keyed Alike – Code #: _____	$45.00
☐	65L	18" 5-spoke full face wheel covers w/ metal clips	$53.00
☐	64E	18" painted aluminum wheels	$415.00
☐	17A	Aux Air Conditioning (N/A with 63V)	$532.00
☐	16D	Badge Delete	N/C
☐	63V	Cargo Storage Vault - includes lockable door/compartment light (N/A with 17A)	$415.00
☐	55D	Scuff Guards	$79.00
☒	60R	Noise Suppression Bonds (Ground Straps)	$87.00
☐	18X	100 Watt Siren/Speaker (includes bracket and pigtail)	$262.00
☐	43S	My Speed Fleet Management - allows admin to lower max vehicle speed and max audio volume / allows VMAX speed to be set in 5mph increments	$53.00
☐	52B	Enhanced PTU Cooler – requires EcoBoost® Engine	$2553.00
☒		Rustproof & Undercoating	$395.00
☐		Engine Idle Control	$385.00
☐		4 Corner LED Strobes (aftermarket using 86P)	$895.00
☒		CD-Rom service manual	$325.00
☐		Remote Start-Single Button Fob	$475.00
		License and Title w/delivery	$145.00
☐		**Delivery greater than 50 miles of dealership**	$150.00

- only 1 for all 5 units

Optional Maintenance & Warranty Coverage:

☐	ESP Extended Warranty Extra Care 5-Year 60,000 miles	$1,620.00
☐	ESP Extended Warranty Base Care -3 year/100,000 miles	$1,115.00
☐	ESP Extended Warranty Powertrain –6 year/100,000miles	$975.00
☐	ESP Extended Warranty Base Care – 6 year/100,000miles	$1155.00

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Equipment Groups

☐ 47C	**Police Wire Harness Connector Kit – Front** For connectivity to Ford PI Package solutions includes: • (2) Male 4-pin connectors for siren • (5) Female 4-pin connectors for lighting/siren/speaker • (1) 4-pin IP connector for speakers • (1) 4-pin IP connector for siren controller connectivity • (1) 8-pin sealed connector • (1) 14-pin IP connector	$91.00
☐ 21P	**Police Wire Harness connector Kit – Rear** For connectivity to Ford PI Package solutions includes: • (1) 2-pin connector for rear lighting • (1) 2-pin connector • (6) Female 4-pin connectors • (6) Male 4-pin connectors • (1) 10-pin connector	$114.00
☐ 65U	**Police Interior Upgrade Package** Includes: 1st & 2nd Row Carpet Floor Covering, Rear Cloth Seats, Center Floor Console less shifter- includes console Deletes the standard console mounting plate Note: Not available with options 67G, 67H, 67U	$341.00
☐ 66A	**Front Headlamp Lighting Solution** Includes: Base LED low beam/halogen high-beam with wig-wag function, 2-white LED side warning lights, wiring, LED lights included, controller NOT included. Note: Not available with 67H; recommend using 67G or 67U	$743.00
☐ 86P	**Front Headlamp Housing Only** Pre-drilled side marker holes (does not include lights) Pre-molded side warning holes with twist lock capability (does not include lights)	$140.00
☐ 66B	**Tail Lamp Lighting Solution** Includes: Base LED lights plus 2-rear integrated white LED side warning lights, wiring, controller NOT included, N/A with 67H	$371.00
☐ 66C	**Rear Lighting Solution** Includes two backlit flashing LED lights (mounted to inside lift gate glass), two lift gate flashing LED lights (not available with Police Interceptor package 67H)	$398.00
☐ 86T	**Tail Lamp Housing Only** Pre-existing holes with standard twist lock-sealed capability, does NOT include LED lights. N/A w/66B and 67H	$53.00
☐ 67U	**Ultimate Wiring Package (n/a** with Interior Upgrade Package) Includes the following: • Rear console mounting plate (85R)-contours through 2nd row; channel for wiring	$481.00

	• Pre-wiring for grille LED lights, siren and speaker (60A) • Wiring harness I/P to rear (overlay) • (2) light cables-supports up to (6) LED lights (engine compartment/grille) • (2) 50-amp battery and ground circuits in RH rear-quarter • (1) 10-amp siren/speaker circuit engine cargo area • Rear hatch/cargo area wiring-supports up to (6) rear LED lights N/A with 65U, 67G, 67H	
☐ 67G	**Cargo Wiring Upfit Package** (n/a) with Interior Upgrade Package • Rear Console Mounting Plate • Wiring overlay harness w/lighting & siren interface connections • Vehicle engine harness: 2-light connectors, 2-grill light connectors, 2-50 amp battery ground circuits in power junction box, 2-10 amp sire/speaker circuit • Whelen lighting PCC8R control head • Whelen PCC8R Light Relay Center • Whelen specific cable connects PCC8R to control head • Pre-wiring for grill lights siren and speaker (not available with 65U 67H and 67U)	$1,169.00
☒ 67H	**Ready for the Road Package-**not available with Interior Upgrade Package **All-in Complete Package-Includes Police Interceptor Packages 66A 66B 66C plus** • Whelen Cencom light controller • Whelen Cencom relay center/siren amp with traffic advisor • Light controller/relay Cencom wiring • Grille LED Lights • 100 Watt Siren/Speaker • (9) I/O digital Serial Cable (console to cargo) • Hidden door lock plunger & rear door handles inop • Rear console mounting plate (not available with 66A 66B 66C 67G 67U 65U)	$2,979.00

Vinyl Options

☐ 91A	**Two-Tone Vinyl Wrap - Package #1** Roof & Right/left, front/rear doors vinyl - white only (Not available with: 91C, 91D, 91E, 91F, 91G, 91H, 91J)	$733.00
☐	**Two-Tone Vinyl Wrap - Package #3**	$611.00

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91C	Roof & Right/left front doors only vinyl - white only (Not available with: 91A, 91D, 91E, 91F, 91G, 91H, 91J)	
☐ 91H	**Two-Tone Vinyl – Roof** white only (Not available with: 91A, 91C)	$428.00
☐ 91J	**Two-Tone Vinyl – LH/RH Front Doors** white only (Not available with: 91A, 91C, 91D, 91E, 91F, 91G)	$266.00
☐ 91D	**Vinyl Word Wrap - POLICE (Non-Reflective)** White (YZ) lettering located on LH/RH sides of vehicle Not available with: 91A, 91C, 91E, 91F, 91G, 91J	$694.00
☐ 91E	**Vinyl Word Wrap - POLICE (Reflective)** Black lettering located on LH/RH sides of vehicle Not available with: 91A, 91C, 91D, 91F, 91G, 91J	$694.00
☐ 91F	**Vinyl Word Wrap - POLICE (Reflective)** White lettering located on LH/RH sides of vehicle Not available with: 91A, 91C, 91D, 91E, 91G, 91J	$694.00
☐ 91G	**Vinyl Word Wrap - SHERIFF (Non-Reflective)** White lettering located on LH/RH sides of vehicle Not available with: 91A, 91C, 91D, 91E, 91F, 91J	$694.00

Options – Exterior

☐ BU	Medium Brown Metallic	
☐ E3	Arizona Beige Metallic Clearcoat	
☒ G1	Shadow Black	
☐ HG	Smokestone Metallic	
☐ J1	Kodiak Brown Metallic	
☐ JL	Dark Toreador Red Metallic	
☐ KR	Norsea Blue Metallic	
☐ LK	Dark Blue	
☐ LM	Royal Blue	
☐ LN	Light Blue Metallic	
☐ MM	Ultra Blue Metallic	
☐ N1	Blue Jeans Metallic	
☐ TN	Silver Grey Metallic	
☐ UJ	Sterling Grey Metallic	
☐ UX	Ingot Silver Metallic	
☐ YG	Medium Titanium Metallic	
☐ YZ	Oxford White	
☐	Special Paint	$873.00

Options – Interior

☒	Charcoal Black w/vinyl rear	N/C
☐	Charcoal Black w/cloth rear	$57.00

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SUBURBAN PURCHASING
COOPERATIVE

Please enter the following:

Agency Name & Address City of Bloomington
336 South Main St
Bloomington IL 61702

Contact Name Rob Krones

Phone Number 309-434-2296

Purchase Order Number _____

Fleet Identification Number _____

Tax Exempt Number _____

Total Dollar Amount $153,540

Total Number of Units 5

Delivery Address 336 South Main St
Bloomington IL 61702

Please submit P.O. & tax exempt letter with Vehicle Order:

Currie Motors
9423 W. Lincoln Hwy
Frankfort, IL 60423
PHONE: (815)464-9200 FAX: (815) 464-7500
CurrieFleet@gmail.com
Contact Person: Tom Sullivan

IF WE HAVE MISSED AN OPTION, PLEASE CONTACT OUR OFFICE.
COMPLETE UNITS IN STOCK FOR IMMEDIATE DELIVERY, CAN BE VIEWED
ON OUR WEBSITE WWW.CURRIEFLEET.COM

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: October 24, 2016

SUBJECT: Consideration of approving a Professional Services Contract with Patrick Engineering, Inc. for Professional Engineering Services related to Arc Flash Study at Bloomington Water Treatment Plant and Evergreen Lake Pump Station, (RFQ 2017-08).

RECOMMENDATION/MOTION: That the Professional Services Contract with Patrick Engineering, Inc. for Professional Engineering Services related to the design of Arc Flash Study at Bloomington Water Treatment Plant and Evergreen Lake Pump Station based on OSHA and National Fire Protection Association Standards for Electrical Safety in the Workplace in the amount of $71,959.04 be approved and authorize the City Manager and City Clerk to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 2.B – Quality water for the long term; Objective 5.A – Well-planned City with necessary services and infrastructure

BACKGROUND: The Water Department is committed to a high degree of safety in the workplace. Many of our safety practices are governed by the Occupational Safety and Health Administration (OSHA), which has established workplace safety standards. Working around electrical equipment requires Personal Protective Equipment (PPE) as specified under OSHA 29CFR 1910.335. The standards for meeting this requirement have been developed by the National Fire Protection Association (NFPA) and is referred to as NFPA 70E, Standard for Electrical Safety in the Workplace.

NFPA 70E includes provisions related to safe work practices and provides guidance related to arc flash. An arc flash hazard is an uncontrolled flow of electrical current through the air that can result in an explosive discharge of high temperature gas or molten metal from the electrical cabinet that can result in substantial damage to equipment and serious human injury or death within the arc flash boundary. An arc flash can occur when a person accidentally comes in contact with energized electrical equipment or improperly maintained or malfunctioning equipment. Conducting an arc flash hazard analysis utilizes procedures developed under NFPA 70E. The arc flash analysis will introduce safety precautions and training to protect workers near electrical hazards.

Patrick Engineering, Inc. was selected using the Professional Services Qualifications Based Selection Process. This process involved:

(1) Sending out Request for Qualifications (RFQ) specific to the project,

(2) Reviewing the submitted Statement of Qualifications based on the criteria outlined in the RFQ and narrowing the nine (9) submittals down to the top three (3) consultants,
(3) Interviewing these three consultants, and
(4) Selecting a top consultant and negotiating a fee with them.

These four tasks are often referred to as a two-step professional services selection process. The City's Procurement Manager reviewed this process and confirmed that the procedure was performed in accordance with applicable standards. In accordance with The Brooks Act - Federal Government Selection of Architects and Engineers (Public Law 92-582), the Illinois Local Government Professional Services Selection Act (50 ILCS 510) and the Architectural, Engineering, and Land Surveying Qualifications Based Selection Act (30 ILCS 535), the Qualifications Based Selection Process must be followed if federal or state grants, loans or any other federal or state monies are used to fund any portion of the project.

A list of the engineering firms that submitted Statements of Qualifications and the three engineering firms that were selected for interviews are attached. Patrick Engineering, Inc. was selected as the best firm to perform Professional Engineering Services for the Water Department based on the proposed staff and their experience related to previous similar projects completed.

The contract amount included in the Professional Service Contract is a not-to-exceed amount. The final overall rates and fees proposed by Patrick Engineering, Inc. are fair, appropriate and competitive for the scope of work included.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Qualifications (RFQ 2017-08) was advertised in The Pantagraph on May 18, 2016. Interviews were held on July 6, 8 & 13, 2016.

FINANCIAL IMPACT: Funding for design and implementation of this project listed as Water Treatment Plant & Lake Evergreen Pump Station Arc Flash Study & Field Implementation, in the amount of $50,000 is included in the FY 2017 Budget under Water Purification - Other Professional & Technical Services account (50100130-70220). Stakeholders can locate this in the Budget Book titled "Other Funds & Capital Improvement Program" on pages 105, 124, 347, 365, and 366. We anticipate the additional required funds of $21,959.04 will be used from a portion of the budget for the 24" Transmission Main Relocation at Shelbourne Drive project that is no longer anticipated to occur this year. If approved, a transfer of $21,959.04 from the Water Transmission & Distribution-Other Professional & Technical Services account (50100120-70220) to the Water Purification-Other Professional & Technical Services account (50100130-70220) will be processed. The entire cost will then fall under the Water Purification-Other Professional & Technical Services account (50100130-70220).

Respectfully submitted for Council consideration.

Prepared by: Scott Hobart, PE, Project Manager

Reviewed by: Robert Yehl, PE, Water Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments:

- Consultant List
- Professional Services Agreement with Patrick Engineering, Inc.
- Patrick Engineering Scope of Work

Motion: That the Professional Services Contract with Patrick Engineering, Inc. for Professional Engineering Services related to the design of Arc Flash Study at Bloomington Water Treatment Plant and Evergreen Lake Pump Station based on OSHA and national Fire Protection Association Standards for Electrical Safety in the Workplace in the amount of $71,959.04 be approved and authorize the City Manager and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

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

ARC FLASH STUDY AT BLOOMINGTON WATER TREATMENT PLANT AND EVERGREEN LAKE PUMP STATION
RFQ NO. 2017-08

Engineering firms providing "Statement of Qualifications" in response to the City's "Request for Qualifications".

1. CDM Smith
2. Clark Dietz Engineers
3. Farnsworth Group, Inc.
4. Herzig Engineering / Cresent Electrical Supply
5. Patrick Engineering, Inc.
6. RDMC Data Center Consultants
7. Rozel LLC
8. Salisbury by Honeywell
9. Stark Safety Consultants

Engineering firms selected for interview following review of all "Statement of Qualifications".

1. CDM Smith
2. Farnsworth Group, Inc.
3. Patrick Engineering, Inc.

ARC FLASH STUDY AT BLOOMINGTON WATER TREATMENT PLANT AND EVERGREEN LAKE PUMP STATION
RFQ NO. 2017-08

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1. CDM Smith
2. Farnsworth Group, Inc.
3. Patrick Engineering, Inc.

CITY OF BLOOMINGTON CONTRACT WITH
Patrick Engineering, Inc.
FOR PROFESSIONAL SERVICES FOR
Arc Flash Study at Bloomington WTP and Evergreen Lake Pump Sta.

THIS AGREEMENT, dated this 24 day of October, 2016, is between the City of Bloomington (hereinafter "CITY") and Patrick Engineering, Inc. (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

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

Section 3. **Payment.** For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR one of the following:

☐ A flat fee of $_____ as set forth in the payment terms attached as Exhibit B.

☑ Fees as set forth in the Payment Terms attached as Exhibit B.

Section 4. **Default and Termination.** Either party shall be in default if it fails to perform all or any part of this Contract. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting party shall be entitled to all remedies, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney's fees and court costs.

Section 5. **Reuse of Documents.** All documents including reports, drawings, specifications, and electronic media furnished by CONTRACTOR pursuant to this Contract are instruments of CONTRACTOR'S services. Nothing herein, however, shall limit the CITY'S right to use the documents for municipal purposes, including but not limited to the CITY'S right to use the documents in an unencumbered manner for purposes of remediation, remodeling and/or construction. CONTRACTOR further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act.

Section 6. **Standard of Care.** Services performed by CONTRACTOR under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

Section 7. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY, its officers, officials, agents and employees from and against liability arising out of CONTRACTOR'S negligent acts, errors, or omissions in performance of services under this Contract. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force.

Section 8. **Insurance Requirements.** CONTRACTOR shall maintain an errors and omissions policy in the amount of $2,000,000.00 and shall further maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits not less than $2,000,000.00. Certificates of insurance shall be provided to CITY and CITY shall be named as an additional insured under the policy.

Section 9. **Representations of Vendor.** CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

Section 10. **Assignment.** Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 11. **Compliance with Laws.** CONTRACTOR agrees that any and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 12. **Compliance with FOIA Requirements**. CONTRACTOR further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR shall be responsible for any damages/penalties assessed to CITY for CONTRACTOR'S failure to furnish all documentation in CONTRACTOR'S possession responsive and related to a request within five (5) days after CITY issues a notice of a request.

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

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

Section 15. **Attorney Fees**. In the event that any action is filed by a party in relation to this contract and the party prevails in court and obtains a court order or judgment as a result of said litigation, the non-prevailing party in the action shall pay to the prevailing party, in addition to the sums that either party may be called on to pay, a reasonable sum for the prevailing party's attorneys' fees and court costs (including expert witness fees).

Section 16. **Paragraph Headings**. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 17. **Term**. The term of this Contract shall be:

- [x] Until all of the services and/or deliverables required to provided within this Contract are completed.
- [ ] From one (1) year from the date of execution.
- [ ] From two (2) years from the date of execution.
- [ ] Other:_____

_____

The Contract shall also be subject to the following renewal terms, if any:_____

_____

Notwithstanding anything herein, the provisions in Sections 7 and 12 shall survive termination.

Section 18. **Counterparts.** This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

By: _____
Its City Manager

Patrick Engineering, Inc.

By: _____
Its_____

ATTEST:

By: _____
City Clerk

By: _____
Its_____

EXHIBIT A
SCOPE OF SERVICES / WORK PROVIDED

See attached Scope of Services.

EXHIBIT B
PAYMENT TERMS

Cost for all employee compensation, overhead, and expenses, plus fixed fee of $8,309.12, with total compensation not to exceed $71,959.04 as detailed in attached Scope of Services.

August 24, 2016

Mr. Robert D. Yehl, P.E., Water Director
603 West Division Street
Bloomington, IL 61701

Subject: **Proposal for Arc Flash Study at the Bloomington Water Treatment Plant and Lake Evergreen Pump Station**

Reference: **Patrick Proposal No. 2B6PE0121**
RFQ #2017-08

Dear Mr. Yehl:

Patrick Engineering Inc. (Patrick) is pleased to submit this proposal to the City of Bloomington to provide Arc Flash Services at the City of Bloomington Water Treatment Plant and the Lake Evergreen Pump Station. There are several codes and/or standards that currently enforce a compliant Arc Flash Hazard Analysis. These major codes include the following:

- ***OSHA 29 CFR 1910.132 (d)*** – Requires employers to assess the workplace to determine hazards and select appropriate personal protective equipment (PPE).
- ***NEC 110.16*** – Requires that switchboards, panelboards, industrial control panels, and motor control centers requiring maintenance, inspection, servicing, etc., be field marked to warn qualified persons of potential electric Arc Flash Hazards.
- ***NFPA 70E 2015*** – Requires that an Arc Flash Hazard study be performed to properly identify and protect operations personnel from injury due to an Arc Flash event. This study shall determine the Arc Flash Hazard boundary and the PPE required to protect qualified persons while working within this boundary.
- ***IEEE 1584*** – This guide to performing Arc Flash Hazard calculations includes the detailed steps on how to perform this analysis and all required steps that should be followed.

PROJECT UNDERSTANDING

Patrick understands that the City of Bloomington is requesting a Short Circuit, Protective Device Coordination, and Arc Flash Study per the NFPA 70E and IEEE 1584 standards for the Water Treatment Plant and the Lake Evergreen Pump Station to become compliant with the current electrical codes and standards associated with Arc Flash labeling.

The output from the Arc Flash Hazard Analysis will consist of the equipment type, Arc Flash boundary, working distance, incident energy (cal/cm^2), and the Personal Protection Equipment (PPE) required. In

addition, a short circuit and coordination study will be provided as part of this effort to increase both the reliability and efficiency of the power distribution system.

PROJECT SCOPE

1. Provide the City of Bloomington Water Department with an Arc-Flash Study to be conducted at both the Bloomington Water Treatment Plant and the Lake Evergreen Pump Station.
2. The anticipated work at the Water Treatment Plant will include:
    a. Field verification of all one-line diagrams included in Attachment A (these drawings were provided by the City of Bloomington as part of the RFQ 2017-08)
    b. Field verify all Electrical Equipment Counts included in Attachment B (these charts were provided by the City of Bloomington as part of RFQ 2017-08)
    c. Field verify all cable sizes, cable lengths, and circuit breaker trip settings for incorporation into the Arc-Flash analysis
    d. Perform Short Circuit, Protective Device Coordination, and Arc-Flash Study utilizing the latest version of the SKM electrical power system analysis software. The Study is to be performed in accordance with latest versions of IEEE 1584 and NFPA 70E. Calculations shall include bolted faults, arc flash faults, incident energy levels, flash protection boundaries, and protective relay settings.
    e. Provide updated CAD drawings showing all electric utility service connections, 2400V equipment, 480V switchboards, 480V switchgear, 480V MCCs, and standby generators.
    f. Provide a detailed report for comments and final submission.
    g. Generate Arc flash labels and install them in field.
    h. Provide Arc flash training.
3. The completion date for this contract will be 6 months after the authorization to proceed.
4. The anticipated work at the Lake Evergreen Pump Station shall be the same as 2. above for the Water Treatment Plant.

PROJECT APPROACH AND DELIVERABLES

Design

1. ***Data Gathering*** – Patrick will perform on-site electrical equipment data gathering with the assistance of Water Department personnel familiar with the electrical equipment. Patrick will coordinate with the City of Bloomington water department the shutdown of any electrical equipment to allow for safe entry for the purpose of data gathering. **It is our intent to work around de-energized equipment whenever possible.**
2. ***PPE –*** Patrick will work with qualified electricians who have the knowledge and training to perform the data gathering while providing and wearing their own appropriate PPE for any work involving energized electrical equipment.
3. ***CAD Drafting***
    a. One line drawings will be provided with the applicable logos and data block through the SKM software. Drawings will be issued in PDF format to the City of Bloomington on 11”x17” paper.

4. AutoCAD one line drawings will be provided with the applicable logos. Drawings will be issued to the City of Bloomington in electronic format from AutoCAD Release 2014 on 24”x36” paper and in PDF format.
5. Notify the City of Bloomington in writing of any required major equipment modifications to accomplish conformance with short circuit and protective device coordination studies. e.g., brief description of nonconformance and recommended modification, and estimated cost, etc.

Arc Flash

1. A detailed short circuit analysis using SKM software modules A_Fault and Device Evaluation in report format.
2. Protective device settings for all protective devices displaying on a SKM One-Line and excel report format.
3. A coordination study using SKM software module Captor and presented on 11″×17″ paper with the TCC, one-line, and protective device data along with a descriptive report.
4. An Arc Flash report identifying bus, protective device settings, and a personal protection equipment table.

Power System Study Report

The Report will include:

1. Short circuit, arc-flash, and protective device coordination study.
2. Results of the short circuit, protective device coordination and arc flash hazard analysis studies shall be summarized in a final report. The report shall include the following sections:
    a. EXECUTIVE SUMMARY including introduction, scope of work and results/recommendations
    b. SHORT CIRCUIT METHODOLOGY analysis results and recommendations, short circuit device evaluation table
    c. PROTECTIVE DEVICE COORDINATION METHODOLOGY and analysis results and recommendation
    d. PROTECTIVE DEVICE SETTINGS TABLE
    e. TIME-CURRENT COORDINATION GRAPHS and recommendations
    f. ARC FLASH HAZARD METHODOLOGY analysis results and recommendation, arc flash boundary distances, working distances, incident energy levels, personal protection equipment levels.
    g. ONE-LINE SYSTEM DIAGRAM
        1. shall be computer generated and will clearly identify individual equipment buses, bus numbers used in the short circuit analysis, cable and bus connections between the equipment, calculated maximum short circuit current at each bus location, device number used in the time-current coordination analysis.
        2. One-line diagram showing protective device ampere ratings and associated designations, cable size & lengths, transformer kVA & voltage ratings, motor & generator kVA ratings, and switchgear/switchboard/panel board designations.
    h. PROTECTIVE DEVICE EVALUATION
        1. Evaluation and comparison of equipment and protective device, comparison to short circuit ratings.

2. b. Evaluation on the adequacy of switchgear, motor control centers, and panelboards bus bars to withstand short circuit stresses

i. COMMENTS AND RECOMMENDATIONS for system improvements.
j. SUMMARY including source of information and assumptions made.

Installation

1. Adjust relay and protective device settings according to the recommended settings table provided by the coordination study.
2. Arc flash label installation to include Arc Flash label drafts (MS Excel software file) identifying the Arc Flash specifics including PPE, incident energy, working distance, and Arc Flash boundary. Actual labels will also be provided after the actual number of labels is determined. Patrick will submit a complete set of labels on bond paper for review and final client approval prior to printing the final labels.
    a. Arc-Flash hazard labels shall be provided for the following equipment:
        1. 2400V equipment
        2. 480V switchgear, switchboards, panelboards, and MCCs
        3. 120/208V panelboards
        4. motor disconnect switches
        5. standby power gen-sets

Training

1. Training shall be provided for City of Bloomington staff. Training shall be conducted at the Bloomington Water Treatment Plant and shall take place during normal business hours. Training will be a minimum of 4 hours, and will include:
    a. Overview of the hazards associated with working on energized electrical equipment.
    b. Overview of the results of the Arc-Flash Study conducted for the Bloomington facilities.
    c. Maintenance procedures in accordance with best practices included in NFPA 70E.
    d. Overview of the Arc-Flash labels and how to select appropriate PPE.
    e. Certificates of Attendance will be provided for use in obtaining continuing education units.
    f. At least one trainer will be an authorized OSHA outreach instructor.

INFORMATION REQUIRED

This proposal assumes that the City of Bloomington will provide a site representative to assist and escort the Patrick personnel, on an as-needed basis, during any on site field investigation. If information is needed but is not available, engineering assumptions will be made based on experience with similar equipment and operations.

PROJECT SCHEDULE
In general, we can complete the review and report for the City of Bloomington in approximately six (6) months after all information is collected and an authorization to proceed is received by Patrick.

FEE
The fee for the work shall be the not-to-exceed amount, without prior written authorization, indicated in the contract documents Cost Plus Fixed Fee cost estimate of $71,959.04. This pricing includes all labor, materials, and expenses, unless otherwise noted, required to complete the project. The fee for the electrical sub-contractor ($7,500) shall be a not-to-exceed allowance and shall be utilized, as needed, on a time and material basis.

AGREEMENT AND AUTHORIZATION
Enclosed with this letter is the City of Bloomington contract. Please sign the contract and return it with this proposal to the undersigned at Patrick Engineering Inc. Receipt of the executed documents will serve as our notice to proceed. This Proposal is valid only when accepted and returned to Patrick Engineering Inc. within 30 days from the date of this letter. **Issuance of a Purchase Order shall be deemed as acceptance of the contract, which is attached to this proposal and made a part hereof.**

We appreciate the opportunity to provide you with this proposal. If you have any questions, please feel free to contact me at your earliest convenience. We are ready to start work upon your approval of our proposal and look forward to continuing our business relationship.

Sincerely,
PATRICK ENGINEERING INC.

Alan M. Hymans, P.E.
Project Technical Lead

Ethan Parks, P.E.
Project Manager

Cc: Howard Firestone, P.E., Vice President
Dan Dragan, P.E., Tech Lead

Enclosure: City of Bloomington Contract
CPFF Forms
RFQ #2017-08

P:\Springfield\Bloomington, City of\21676.xxx WTP and Lake Evergreen PS Arc Flash\01_Admin\1.2_Proposals

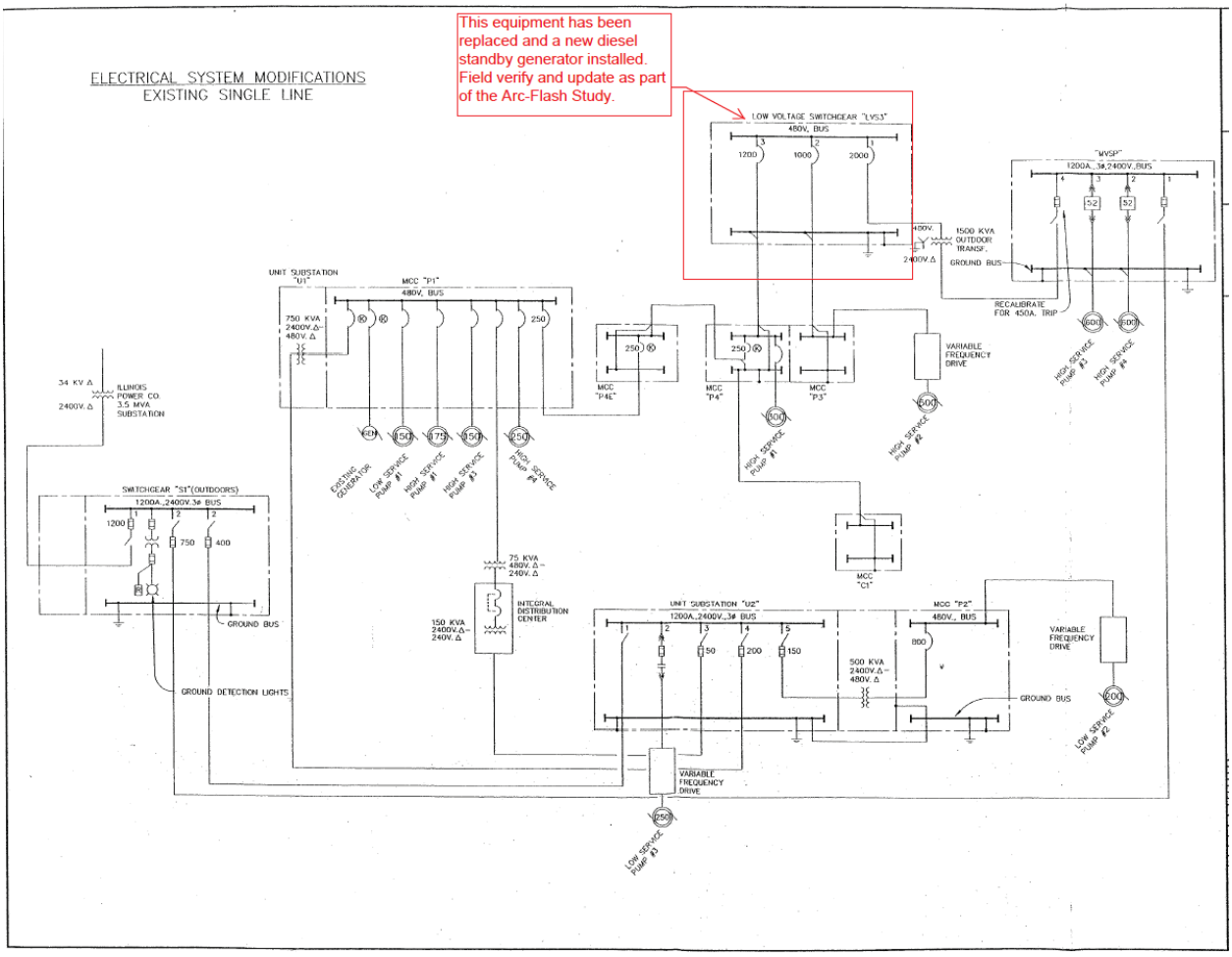
PATRICK
ENGINEERING

Attachment "A"

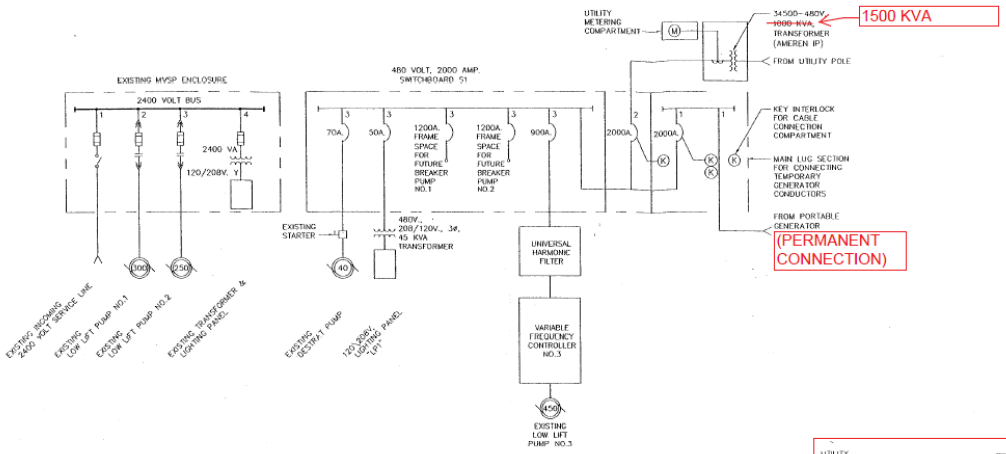
One Line Diagrams
(As furnished by the City of Bloomington as part of RFQ 2017-08)

Water Treatment Plant
Lake Evergreen Pump Station

PATRICK ENGINEERING

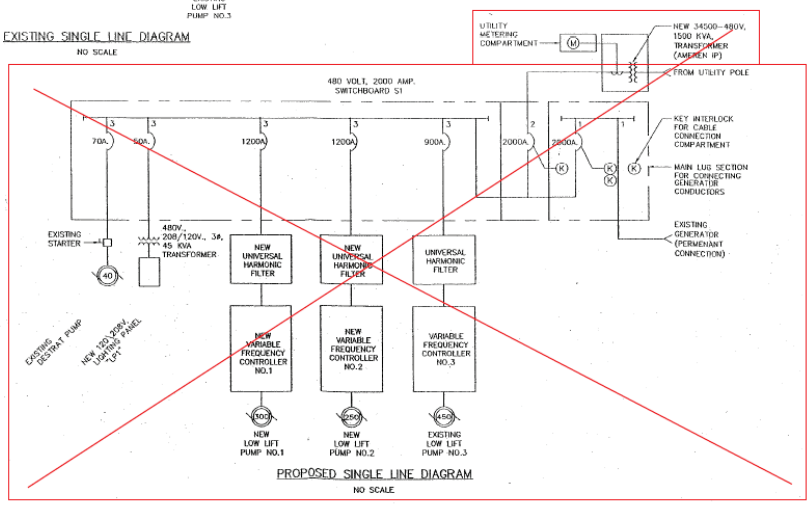


PATRICK ENGINEERING



EXISTING SINGLE LINE DIAGRAM

NO SCALE



PROPOSED SINGLE LINE DIAGRAM

NO SCALE

ELECTRICAL SYSTEM MODIFICATIONS
LAKE EVERGREEN

Attachment “B”

Electrical Equipment Counts
(As furnished by the City of Bloomington as part of RFQ 2017-08)

PATRICK ENGINEERING

CITY OF BLOOMINGTON - WATER DEPARTMENT		
Electrical Equipment Counts	**Water Treatment Plant**	**Lake Evergreen Pump Station**
Utility owned equipment		
Metered services	1	2
Transformers	1	2
Sub-stations: outdoor	1	2
TOTAL:	**3**	**6**
City of Bloomington owned back up/emergency power		
Emergency generator systems	2	1
Manual Transfer Switches	2	1
TOTAL:	**4**	**2**
Equipment >600V		
Transformers with >600V primary voltage (other than utility)	1	1
Complete sub-stations/stand alone switchgear >600V	1	1
Stand alone breaker enclosures >600 (one beaker in one cabinet)	2	1
Trip units and/or relays (both electro-mechanical and solid state/digital) controlling equipment >600V	2	3
MCC>600V	2	1
Individual buckets in all MCC combined	2	2
Stand alone and/or combination motor starters >600V	2	2
Motors >600V	3	2
Wire troughs and/or junction boxes with multiple feeds	2	2
Control cabinets >600V with multiple circuits and/or protective devices and loads	2	2
>2300 - 4 disconnects (annex or old plant)	4	0
TOTAL:	**23**	**17**

PATRICK ENGINEERING

Equipment 480 to 600V		
Transformers with 480V to 600V primary voltage (other than utility)	4	2
Complete sub-stations/stand alone switchgear 480 to 600V	3	1
Stand alone beaker enclosures 480V to 600V (one breaker in one cabinet)	2	0
Distribution panels 480V to 600V	2	0
2 pole and 3 pole breakers in all 480V to 600V distribution panels combined	131	7
MCC 480V to 600V	4	2
Individual buckets in all MCC combined	169	2
Stand alone disconnect switches 480V to 600V (one switch in one cabinet, fused or non-fused)	4	5
Stand alone and/or combination motor starters 480V to 600V	26	3
Motors 480V to 600V	30	1
Wire troughs and/or junction boxes with multiple feeds	2	0
Control cabinets 480V to 600V with multiple circuits and/or protective devices and loads	3	0
480V transfer witch	2	0
Disconnects	30	0
TOTAL:	**412**	**23**
Equipment <480V		
Transformers <48V primary voltage (other than utility)	1	0
Distribution panels <480V	5	1
2 pole and 3 pole breakers in all <480V distribution panels combined	19	2
Control cabinets 480V to 600V with multiple circuits and/or protective devices and loads	1	1
Lighting contactors	5	1
Stand alone disconnect switches <480V (one switch in one cabinet, fused or non-fused)	0	1
TOTAL:	**31**	**6**

PAYROLL ESCALATION TABLE
FIXED RAISES

FIRM NAME	Patrick Engineering Inc.	DATE	08/25/16
PRIME/SUPPLEMENT	Prime	PTB NO.	-

CONTRACT TERM	6	MONTHS	OVERHEAD RATE	157.27%
START DATE	11/1/2016		COMPLEXITY FACTOR	0
RAISE DATE	12/31/2016		% OF RAISE	3.00%

ESCALATION PER YEAR

11/1/2016 - 12/31/2016	1/1/2017 - 4/30/2017			
2 / 6	4 / 6			
= 33.33%	68.67%			
= 1.0200				

The total escalation for this project would be: 2.00%

PAYROLL RATES

FIRM NAME Patrick Engineering Inc. **DATE** 08/25/16
PRIME/SUPPLEMENT Prime
PSB NO. -

ESCALATION FACTOR 2.00%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Principal	$85.00	$86.70
Project Manager	$51.67	$52.70
Senior Engineer	$69.72	$71.11
Project Engineer 3/4	$53.33	$54.40
Senior CAD Designer	$45.00	$45.90
Staff Engineer 3	$38.33	$39.10
Staff Engineer 2	$35.00	$35.70
CAD Designer	$31.75	$32.39
Senior Engineering Tech	$32.00	$32.64
Technical Specialist	$36.06	$36.78
Administrative Assistant	$25.50	$26.01
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00

Subconsultants

FIRM NAME Patrick Engineering Inc. **DATE** 08/25/16
PRIME/SUPPLEMENT Prime
PSB NO. -

NAME	Direct Labor Total	Contribution to Prime Consultant
Bodine Electric	7,500.00	750.00
Cornerstone Training	5,250.00	525.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
Total	12,750.00	1,275.00

COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES

FIRM Patrick Engineering Inc. **DATE** 08/25/16

PSB - **OVERHEAD RATE** 1.5727

PRIME/SUPPLEMENT Prime **COMPLEXITY FACTOR** 0

DBE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	IN-HOUSE DIRECT COSTS (D)	FIXED FEE (E)	Outside Direct Costs (F)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
	Data Gathering	80	2,856.00	4,491.63	910.00	1,056.72				9,314.35	12.94%
	Field Verification	20	918.00	1,443.74	344.00	339.66				3,045.40	4.23%
	Update One-Lines	88	3,700.32	5,819.49	50.00	1,369.12				10,938.92	15.20%
	Studies-SC, CS, AF	160	6,767.74	10,643.63	50.00	2,504.06				19,965.43	27.75%
	Install Labels	24	856.80	1,347.49	100.00	317.02				2,621.31	3.64%
	Set Relays and CB's	20	1,221.67	1,921.33		452.02				3,595.02	5.00%
	Meetings	32	1,847.34	2,905.32	486.00	683.52				5,922.17	8.23%
	Training	16	843.25	1,326.19	50.00	312.00				2,531.44	3.52%
	Cornerstone							5,250.00		5,250.00	7.30%
	Bodine							7,500.00		7,500.00	10.42%
	Subconsultant DL					1,275.00				1,275.00	1.77%
	TOTALS	440	19,011.13	29,898.80	1,990.00	8,309.12	0.00	12,750.00	0.00	**71,959.04**	100.00%

DBE 0.00%

Printed 8/25/2016

PREPARED BY THE CONSULTANT

AVERAGE HOURLY PROJECT RATES

FIRM Patrick Engineering Inc.
PSB -
PRIME/SUPPLEMENT Prime

DATE 08/25/16

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Data Gathering			Field Verification			Update One-Lines			Studies-SC, CS, AF			Install Labels		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	86.70	0																	
Project Manager	52.70	32	7.27%	3.83															
Senior Engineer	71.11	40	9.09%	6.46							8	9.09%	6.46	16	10.00%	7.11			
Project Engineer 3/4	54.40	20	4.55%	2.47															
Senior CAD Designe	45.90	60	13.64%	6.26				20	#######	45.90	40	45.45%	20.86						
Staff Engineer 3	39.10	144	32.73%	12.80										144	90.00%	35.19			
Staff Engineer 2	35.70	104	23.64%	8.44	80	100.00%	35.70										24	#######	35.70
CAD Designer	32.39	40	9.09%	2.94							40	45.45%	14.72						
Senior Engineering T	32.64	0																	
Technical Specialist	36.78	0																	
Administrative Assist	26.01	0																	
		0																	
		0																	
		0																	
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TOTALS		440	100%	$43.21	80	100.00%	$35.70	20	100%	$45.90	88	100%	$42.05	160	100%	$42.30	24	100%	$35.70

AVERAGE HOURLY PROJECT RATES

FIRM Patrick Engineering Inc.
PSB -
PRIME/SUPPLEMENT Prime

DATE 08/25/16

SHEET 2 **OF** 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Set Relays and CB's			Meetings			Training			Cornerstone			Bodine					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	86.70																		
Project Manager	52.70				16	50.00%	26.35	16	100.00%	52.70									
Senior Engineer	71.11	8	40.00%	28.45	8	25.00%	17.78												
Project Engineer 3/4	54.40	12	60.00%	32.64	8	25.00%	13.60												
Senior CAD Designe	45.90																		
Staff Engineer 3	39.10																		
Staff Engineer 2	35.70																		
CAD Designer	32.39																		
Senior Engineering T	32.64																		
Technical Specialist	36.78																		
Administrative Assist	26.01																		
TOTALS		20	100%	$61.08	32	100%	$57.73	16	100%	$52.70	0	0%	$0.00	0	0%	$0.00	0	0%	$0.00

AVERAGE HOURLY PROJECT RATES

FIRM Patrick Engineering Inc.
PSB -
PRIME/SUPPLEMENT Prime

DATE 08/25/16

SHEET 3 **OF** 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	86.70																		
Project Manager	52.70																		
Senior Engineer	71.11																		
Project Engineer 3/4	54.40																		
Senior CAD Designe	45.90																		
Staff Engineer 3	39.10																		
Staff Engineer 2	35.70																		
CAD Designer	32.39																		
Senior Engineering T	32.64																		
Technical Specialist	36.78																		
Administrative Assist	26.01																		
TOTALS		0	0%	$0.00	0	0%	$0.00	0	0%	$0.00	0	0%	$0.00	0	0%	$0.00	0	0%	$0.00

AVERAGE HOURLY PROJECT RATES

FIRM Patrick Engineering Inc.
PSB -
PRIME/SUPPLEMENT Prime

DATE 08/25/16

SHEET 4 **OF** 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	86.70																		
Project Manager	52.70																		
Senior Engineer	71.11																		
Project Engineer 3/4	54.40																		
Senior CAD Designe	45.90																		
Staff Engineer 3	39.10																		
Staff Engineer 2	35.70																		
CAD Designer	32.39																		
Senior Engineering T	32.64																		
Technical Specialist	36.78																		
Administrative Assist	26.01																		
TOTALS		0	0%	$0.00	0	0%	$0.00	0	0%	$0.00	0	0%	$0.00	0	0%	$0.00	0	0%	$0.00

AVERAGE HOURLY PROJECT RATES

FIRM Patrick Engineering Inc.
PSB -
PRIME/SUPPLEMENT Prime

DATE 08/25/16

SHEET 5 **OF** 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	86.70																		
Project Manager	52.70																		
Senior Engineer	71.11																		
Project Engineer 3/4	54.40																		
Senior CAD Designe	45.90																		
Staff Engineer 3	39.10																		
Staff Engineer 2	35.70																		
CAD Designer	32.39																		
Senior Engineering T	32.64																		
Technical Specialist	36.78																		
Administrative Assist	26.01																		
TOTALS		0	0%	$0.00	0	0%	$0.00	0	0%	$0.00	0	0%	$0.00	0	0%	$0.00	0	0%	$0.00

Addendum to Scope of Services

City of Bloomington Water Department

Baseline Consultant Expectations:

1. Quality
    a. The Consultant shall design with constructability and ease of maintenance in mind and consult with the City to determine the required level(s) of performance and service.
    b. The quality of the construction plans shall reflect the percent complete when submitted to the City for review. All plans shall be reviewed for quality assurance / quality control prior to submittal to the City. The City will not design the project and shall resend back to the Consultant if the quality is substandard.
2. Customer Service / Communication
    a. During initial design phases, Consultant will discuss material decisions with the City. Material decisions shall include all major components of the project. For example, pumps, electrical controls, software, pipe materials, pavement designs, signal materials and erosion protection.
    b. Consistent communication with the Project Manager for the City is critical.
    c. Communication through email is preferred for record keeping purpose.
    d. If issues arise that prevent timelines from being met or cause additional costs in the design, it is critical that the consultant contact the City as soon as possible.
    e. Electronic files shall be provided to the City upon completion of the design.
    f. Quantity take-off and calculation sheets shall be provided for construction field inspection.
3. Project Management
    a. Extensive field work throughout the design is expected. An onsite “plan in hand” meeting shall be scheduled with the City during appropriate phases of the design.
    b. Consultants shall be expected to submit plans with sufficient time for City to provide an adequate review of the design. This City review time shall be built into the project schedule up front.
    c. As-built information provided from previous construction plans shall be used to supplement survey data. Comprehensive survey data collection shall be done to verify as much field information as possible.
    d. Consulting contracts shall include a timeline for completion of design. The timeline provided shall allow sufficient time for dealing with outside agencies and any public interaction.
    e. Invoices submitted to the City shall include project percent complete on billing, design and timeline progression.
    f. A monthly status report shall be provided which includes major items completed, major issues, potential extra work, change orders, out of scope issues, information required from the City and other relevant issues.

The Water Department shall hold an exit project interview upon the completion of the project construction. This meeting will discuss how the Consultant has performed in each of these three areas. Unfavorable performances shall impact the Consultant’s selection on future City projects.

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 7G

FOR COUNCIL: October 24, 2016

SUBJECT: Consideration of approving a Resolution waiving the bidding requirements that identifies Helena Chemical as a single source distributor, and enter into an Early Order Program for procurement of Syngenta, BASF, Bayer, and Nufarm (the manufacturers) golf course chemicals and fertilizer products utilized in the management of turf-grass maintenance.

RECOMMENDATION/MOTION: Approve the Resolution waiving the bidding requirements which identifies Helena Chemical as the local distributor for these products the Parks, Recreation and Cultural Arts Department to participate in the Syngenta, BASF, Bayer and Nufarm chemicals "early order discount program" for golf turf grass management for the 2017 golf season (City Fiscal Year 2018), and, further authorize the Mayor and City Clerk to execute the necessary documents.

STRATEGIC PLAN LINK: Goal Five. Great place – Livable, Sustainable City

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

BACKGROUND: Our golf courses are considered to be some of the finest in downstate Illinois. In the most recent Golf Digest Magazine rankings, The Den at Fox Creek received a prestigious 4 ½ star rating (out of 5) which places it alongside only a select few of courses in the state of Illinois in the same fee category to receive the honor. Prairie Vista received a 4 star rating while Highland Park received a 3½ star rating.

The golf courses are regarded by many golfers from across the state as the finest collection of municipal courses south of Interstate 80. Golfers regularly travel from outside of our community to play the courses. The courses annually host events from throughout the state, most notably, the Illinois High School State Finals (IHSA) held at The Den at Fox Creek and Prairie Vista in October of each year. In order to maintain our courses in a manner that is consistent with the expectations of our customers, we need to continue providing quality playing surfaces. One of the primary factors in providing quality playing surfaces is to keep the turf free from disease and insects, which if left untreated, have the potential to do significant damage. Damage to the playing surface/turf would result in a significant loss of rounds and revenue, while also requiring major dollars to reseed the infected areas. Best practices in the golf industry show the most efficient manner to treat turf diseases and insects is to do so in a preventative manner. By utilizing preventative chemical applications, we stay ahead of the diseases and suppress potential outbreaks before they occur.

Each year Syngenta, BASF, Bayer and Nufarm offer an early order program that allows the opportunity to lock in next year's prices at discounted rates. Syngenta and BASF are the two primary manufacturers of chemical and fertilizer products utilized in the management of turf grass in the golf industry. Bayer and Nufarm products are also widely used in the industry with proven success. Through best practices, the golf course maintenance staff has found the products from these companies to provide the desired effects in order to provide a high level of playing conditions demanded by our golfing public. Helena Chemical has become a valued partner of

ours over our years of operation. Helena Chemical currently provides products and services to following municipalities and golf courses: Normal, Decatur, Peoria, Springfield, Champaign and Quincy. The golf courses at Illinois State University and Crestwicke Country Club also use products through Helena Chemical. Entering into the early order program guarantees the discounted price for any additional products from these manufacturers purchased during 2017. Additionally, by participating in the early order program we are offered extended payment terms with payment not due until mid-July on all early order purchases.

Syngenta, BASF, Bayer & Nufarm engage the assistance of local recognized quality turf distributors to assure the delivery, service and billing of their products. These companies operate using an agency pricing model, meaning the price of their chemicals is exactly the same regardless of the distributor chosen. These distributors are contractually obligated to offer these products at set agency prices. For 2017, we intend to utilize Helena Chemical which is located in Warrensburg, IL. Helena Chemical will store the products on their site and deliver to us on an as needed basis saving us space in our golf maintenance facilities. Helena Chemical's local dealership manager is a former golf course superintendent who has worked diligently for us over the years to help improve our golf courses.

There is no statewide contract available for the procurement of these chemicals and fertilizers. The deadline to enter this program is before December 7, 2016. However, maximum discounts are given when products are ordered by October 31st. While other "turf" chemicals are available, our experience is the cost savings realized in the "unit price" of the purchase price are lost as a result of the additional applications that are needed to be as effective as the Syngenta, BASF, Bayer & Nufarm products have proven through field experience. These products provide the weed, fungus and insect free turf that our customers expect to have.

Attachment #1 includes an overview of the early order programs that our chemical vendors offer. Attachment #2 is a letter from Helena Chemical confirming their awareness that the early order is dependent on the FY18 budget being approved.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: City Purchasing Agent

FINANCIAL IMPACT: The golf courses annually spend approximately $200,000 on chemicals and conservatively will realize savings of approximately $24,000 by participating in this early buy program. Funds will be included in the FY 2018 Proposed Budget under the following departments: Highland Park Golf Course, Prairie Vista Golf Course, and The Den at Fox Creek Golf Course under the Other Repair & Maintenance accounts (56406400-70590), (56406410-70590) and (56406420-70590).

Respectfully submitted for Council consideration.

Prepared by:	Jason Wingate, Superintendent of Golf, Parks, Recreation & Cultural Arts
Reviewed by:	Jay Tetzloff Director, Parks, and Recreation and Cultural Arts
Financial & Budgetary review by:	Chris Tomerlin, Budget Analyst Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments:

- Early Order Chemicals Attachment Information Sheet
- Early Order Chemicals Helena Letter
- Early Order Limited Source Form
- Early Order Resolution

Motion: Approve the Resolution waiving the bidding requirements which identifies Helena Chemical as the local distributor for these products the Parks, Recreation and Cultural Arts Department to participate in the Syngenta, BASF, Bayer and Nufarm chemicals "early order discount program" for golf turf grass management for the 2017 golf season (City Fiscal Year 2018), and, further authorize the Mayor and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

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

GreenTrust™ 365 syngenta.

2017 Syngenta GreenTrust 365 Golf and Sports Turf Program

PROGRAM ELIGIBILITY:

Golf courses and Sports Turf Managers who purchase a minimum of $5,000 worth of Qualifying Products during the Early Order Period (October 1, 2016 through December 7, 2016) ("Program Participants") qualify for the GreenTrust™ 365 Golf and Sports Turf Program. Qualifying Products are all products listed on the 2017 GreenTrust 365 Golf and Sports Turf Program Worksheet, when purchased from a Syngenta Authorized Distributor/Agent/Retailer.

PROGRAM DETAILS:

GreenTrust 365 Rebate

Program Participants may earn a rebate on all of their purchases of Qualifying Products during the Program Year (October 1, 2016 through September 30, 2017). Program Participants' yearlong rebate percentage is determined by the dollar value of Qualifying Products they purchase during the Early Order Period, as described in the chart below:

Dollar Value of Qualifying Products Purchased During the Early Order Period	Yearlong Rebate Percentage	GreenTrust Rewards Early Order Period Only		
		GreenTrust 365 Points	Spotlight Brand Points Bonus	Acelepryn® Insecticide Points Bonus
$5,000 to < $10,000	5%	3X October 1X November 1X December	Program Participants that purchase any combination of the "Spotlight Brand Products" (see below) totaling at least $3,500 during the Early Order Period are eligible to receive a one-time offer of 20,000 GreenTrust Rewards points.	Program Participants that purchase at least 2 (two) or more gallons of Acelepryn or 1 (one) ABW Solution during the Early Order Period are eligible to receive a one-time offer of 10,000 GreenTrust Rewards points.
$10,000 to < $20,000	6%			
$20,000 to < $40,000	7%			
$40,000 to < $70,000	8%			
$70,000 to < $100,000	9%			
$100,000 +	10%			

Example: If a Program Participant purchases Qualifying Products with a dollar value of $35,000 during the Early Order Period, they will be eligible to earn a 7% rebate on those purchases and on all future purchases of Qualifying Products they make on or before September 30, 2017.

GreenTrust Rewards

Program Participants' purchases of Qualifying Products during the Early Order Period are also eligible for GreenTrust Rewards. Three (3) Rewards points will be awarded to Program Participants for each dollar spent on Qualifying Products between October 1, 2016 and October 31, 2016. One (1) Rewards point will be awarded to Program Participants for each dollar spent on Qualifying Products between November 1, 2016 and December 7, 2016. Rewards points are redeemable toward GCSAA credits or a variety of gift card options through an online catalog (GreenTrust365.com/Rewards). Rewards points will expire on November 15, 2017.

Register for GreenTrust Rewards points at GreenTrust365.com/Rewards on or before September 30, 2017. *GreenTrust 365 Program Participants that registered for GreenTrust Rewards points in the 2016 Program Year are already members and do not need to re-enroll for the 2017 Program Year.* Members may log on to the Rewards site after January 16, 2017 to view points.

Spotlight Brand Points Bonus

"Spotlight Brand Products" are highlighted in Green on the 2017 Syngenta GreenTrust 365 Golf and Sports Turf Program Worksheet.

Extended Terms: SummerPay

Program Participants also have access to SummerPay™ extended terms. SummerPay extended terms enable Program Participants to defer payment for purchases of Qualifying Agency Products made during the Early Order Period until the summer of 2017. Payment will be due on July 6, 2017.

GREENTRUST 365 PROGRAM TERMS:

- All Program eligibilities and awards are subject to audit, and no rebates will be paid in the event of noncompliance with Program rules. Furthermore, Syngenta is not obligated to provide any rebates without first having received Program Participant's payment for purchases in a timely manner.
- Rebates earned from purchases made during the Early Order Period will be paid by September 22, 2017. Rebates earned from purchases made after the Early Order Period through September 30, 2017 will be paid by November 30, 2017.
- Program Participants may redeem GreenTrust 365 Rebates for credit at a Syngenta Authorized Distributor/Agent/Retailer. This election can be made by May 31, 2017 at GreenTrust365.com/Rebate.
- Acelepryn and Barricade® herbicides on-fertilizer purchases will be included as Qualifying Products. Dollar values for such purchases will be calculated as described on the 2017 GreenTrust 365 Golf and Sports Turf Worksheet. Acelepryn and Barricade on-fertilizer purchases made from October 1, 2016 through May 31, 2017 count toward establishing the yearlong rebate percentage. Email or fax Acelepryn and Barricade on-fertilizer invoices by June 15, 2017 in order for such purchases to count toward establishing the GreenTrust 365 yearlong rebate percentage. Please email invoices to Syngenta.Programs@Syngenta.com or fax them to (800) 494-2634.
- Prices and terms for Syngenta Qualifying Distributor Products are determined by the Syngenta Authorized Distributor/Retailer. Prices and terms for Syngenta Qualifying Agency Products are determined by Syngenta.
- Syngenta reserves the right to modify or discontinue this Program at any time.

Acelepryn, Acelepryn G and Ference are not for Sale, Sale Into, Distribution and/or Use in Nassau, Suffolk, Kings, Queens Counties of New York State. Sale, use and distribution of Medallion SC in Nassau and Suffolk counties in the State of New York is prohibited.

©2016 Syngenta. **Important: Always read and follow label instructions. Some products may not be registered for sale or use in all states or counties and/or may have state specific use requirements. Please check with your local extension service to ensure registration and proper use. Scimitar GC is a Restricted Use Pesticide.** Avid may be used on golf course greens for nematode control in AL, FL, GA, LA, MO, MS, NC, NJ, NM, OH, OK, PA, SC, TN, TX, VA in accordance with the Special Local Needs provisions of the EPA under a FIFRA Section 24(c) registration. You must comply with all of the limitations for use set forth in the 24(c) registration. **Contend is sold as a copack of separately registered products: Contend A and Contend B.** Photos are either the property of Syngenta or used under agreement. The trademarks displayed or otherwise used herein are trademarks of a Syngenta Group Company or respective third party owners.

PAK UP YOUR SAVINGS

2016

FALL SOLUTIONS™

GOLF

MAXIMIZE YOUR EOP SAVINGS

ORDER EARLY EARN THE OCTOBER BONUS

PICK YOUR PAK **(8 - 26% SAVINGS)** & RECEIVE AN ADDITIONAL PAK BONUS

SAVE ON INDIVIDUAL PRODUCTS

BOX IT TOGETHER THEN EARN UP TO **9%** TOTAL PROGRAM REBATE

GNN - 2899 41277986944700

BAYER

HELENA

People...Products...Knowledge...

BASF

We create chemistry

2017 Early Order Program – Turf US

Save on innovative solutions that help ensure championship conditions in 2017. With EOP, it's as simple as 1-2-3.

1 Plan Ahead
Earn up to 33% more rebate dollars by ordering in October. Rebates start with a $2,000 spend.

2 Order Ahead
Order cube solutions designed for your regional needs and get 10% instant savings.

3 Get Ahead
Save 10% with the **Intrinsic**® Fairway Rebate when you purchase selected quantities of **Intrinsic** brand fungicides.

1. Plan Ahead: Earn up to 33% more rebate dollars when you order in October.

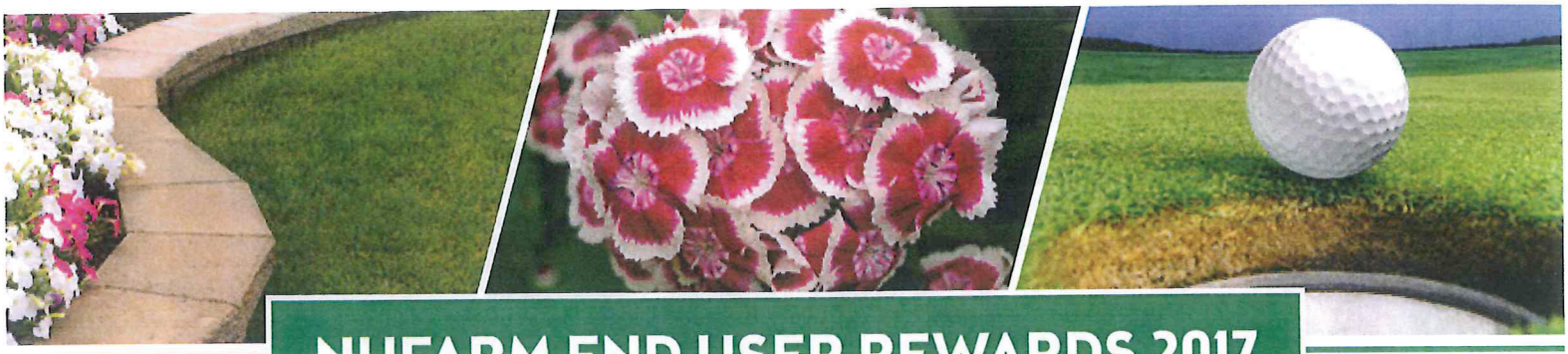
Purchase Total	Oct. 1st - 31st Rebate	Nov. 1st - Dec. 9th Rebate
$2,000 - $6,999	4%	3%
$7,000 - $19,999	7%	5%
$20,000 +	10%	7%

June 9, 2017 terms on all Agency products.

2. Order Ahead: Get 10% instant savings on all specially designed cube solutions.

Cube	Ideal for Turf Type	Cube Contents	Acres Covered	Use Area	Agency Price
Plant Health Cube *Ideal greens/tees cube to provide broad-spectrum foundation for greens*	Cool & Warm	3 Cs – **Lexicon**® **Intrinsic** brand fungicide (4x 21 oz) 1 Cs – **Honor**® **Intrinsic** brand fungicide (1x 36 lbs)	12 12	Greens & Tees	$ 8,476.00
New Innovation Cube *A greens/tees cube that provides BASF's most innovative technology*	Cool & Warm	3 Cs – **Lexicon Intrinsic** brand fungicide (4x 21 oz) 3 Cs – **Xzemplar**® fungicide (4x 11.4 oz)	12 12	Greens & Tees	$ 7,203.00
More Resilience II Cube *Provides a broad greens, tees, and fairway program*	Cool	3 Cs – **Lexicon Intrinsic** brand fungicide (4x 21 oz) 2 Cs – **Xzemplar** fungicide (2x 114 oz) 1 Cs – **Emerald**® fungicide (50x 0.49 lb) 2 Cs – **Trinity**® fungicide (2x 2.5 gal) 3 Cs – **Honor Intrinsic** brand fungicide (36 lbs)	12 40 50 30 36	Greens, Fairways, & Tees	$ 29,159.00
Defend Your Fairways II Cube *Foundational cube for control of dollar spot, brown patch, and summer patch on fairways and tees*	Cool	5 Cs – **Xzemplar** fungicide (2x 114 oz) 6 Cs – **Emerald** fungicide (10x 0.49 lb) 2 Cs – **Trinity**® fungicide (2x 2.5 gal)	100 60 30	Fairways & Tees	$ 25,396.00
Fairway Building Block Cube *Designed to mix and match with additional solutions to build a fairway spray program*	Cool	1 Cs – **Xzemplar** fungicide (2x 114 oz) 2 Cs – **Emerald** fungicide (10x 0.49 lb)	20 20	Fairways & Tees	$ 5,830.00
Honor Fairway Cube *Provides excellent greens, tees, and fairway protection anchored by **Honor Intrinsic** brand fungicide*	Cool	4 Cs – **Honor Intrinsic** brand fungicide (1 x 36 lbs) 1 Cs – **Emerald** fungicide (50x 0.49 lbs)	48 50	Greens, Fairways, & Tees	$ 19,581.00
Greens Foundation Cube *Ideal introductory program to control key diseases on greens*	Cool & Warm	1 Cs – **Lexicon Intrinsic** brand fungicide (4x 21 oz) 2 Cs – **Insignia**® **SC Intrinsic** brand fungicide (4x 30.5 oz) 1 Cs – **Trinity** fungicide (2x 2.5 gal)	4 8 15	Greens & Tees	$ 5,532.00
Naturalized Area Cube *Superior weed control for the growing areas of golf courses dedicated to maintained natural areas*	Cool	1 Cs – **Pendulum**® AquaCap herbicide (1x 15 gal) 1 Cs – **Pylex**® herbicide (4x 8 oz) 1 Cs – **Segment**® herbicide (4x 1 gal) 4 Cs – **Pendulum**® AquaCap herbicide (2x 2.5 gal)	20 21 16 27	Naturalized Areas	$ 3,945.00

3. Get Ahead: Save 10% with the **Intrinsic** Fairway Rebate by purchasing a minimum of 108 pounds of **Honor Intrinsic** brand fungicide or a minimum of 10 gallons of **Insignia SC Intrinsic** brand fungicide.



NUFARM END USER REWARDS 2017

TO RECEIVE PERIOD 1 REWARDS

purchase and take delivery of $3,336 worth or more of eligible Nufarm products from a Nufarm authorized distributor between **Sept 15, 2016 - Oct 28, 2016.**

TO RECEIVE PERIOD 2 REWARDS

purchase and take delivery of $3,336 worth or more of eligible Nufarm products from a Nufarm authorized distributor between **Sept 15, 2016 - Feb 1, 2017.**

MUST REGISTER ONLINE at nufarmrewards.com between Sept 15, 2016 - Feb 1, 2017

Previous registrants will be automatically registered for 2017 • Distributor Credit by 6/30/17

ELIGIBLE PRODUCTS AND REWARDS

SELECTIVE HERBICIDES	PERIOD 1 REWARD	PERIOD 2 REWARD
4-Speed® XT	$5.00/gal	$3.00/gal
BroadStar™	$0.10/lb	$0.05/lb
Change Up™	$5.00/gal	$3.00/gal
Cool Power®	$5.00/gal	$3.00/gal
Escalade® 2	$5.00/gal	$3.00/gal
Horsepower®	$5.00/gal	$3.00/gal
Last Call™	$5.00/gal	$3.00/gal
Manor®	$15.00/case	$5.00/case
Millennium Ultra™ 2	$5.00/gal	$3.00/gal
Prosedge™ 2 *(1.33 oz bottle only)*	$3.00/bottle	$1.50/bottle
Quincept®	$5.00/gal	$3.00/gal
SureGuard® SC	$75.00/gal	$50.00/gal
Triplet® Low Odor	$5.00/gal	$3.00/gal
Velocity®	$15.00/lb	$5.00/lb

Nufarm Grow a better tomorrow.

Get Ahead of the Game

Take Advantage of Helena's Early Order & Honors Program with Additional Bonuses on Wetting Agents, Value Packs & Orders Placed in October

People...Products...Knowledge®...

HELENA
Steve Mulvey
Isabelle Drive
Auburn, IL 62615
Cell: (217)725-4160
Fax: (217) 438-6432

Helena Chemical Company

City of Bloomington 10/11/16

To Whom It May Concern:

This letter is to confirm that Helena Chemical understands that the chemicals ordered during the 2017 Early Order Program are dependent on funds being approved in Fiscal Year 2018.

If any further information is needed, please let us know.

Thank you for your consideration.

Sincerely,

Steve Mulvey

LIMITED SOURCE JUSTIFICATION
(Requester completes Section A and B)

SECTION A –LIMITED SOURCE PURCHASE:
Complete if a purchase is $3,000 or over and due to reasons of previous capital investment, improved public service, long-term operational need, security, patents, copyrights, critical need for responsiveness, proximity, Federal, State or other regulations, necessary replacement parts and/or compatibility, warranty, this procurement justifies a limited source exemption.

Vendor: Helena Chemical Inc.	Amount:$200,000.00	Date: 10/14/2016

Description of item/service: Pre-Order for Chemicals for Golf Courses for the 2017 season - per Council Memo 10/24/2016

Vendor # 705

Justification:
The products are "agency priced" meaning that no distributor is allowed to sell these products for different prices. This pre-order allows the City to save $25,000. The type and blend of chemicals to be purchased are customized to the specific needs and soil composition of the City golf courses and have been field test by golf course staff to successfully maintain the quality and playability of the golf courses.

SECTION B - REQUESTER CERTIFICATION: By submitting this request, I attest that the above justification/information is accurate and complete to the best of my knowledge and that I have no personal or business interests relative to this request.

(Name and Signature of Department Head) — Date: 21 Oct 16

SECTION C –TO BE COMPLETED BY PROCUREMENT OFFICE:
Based on the information provided in Section A and attached supporting documents,
I concur ☒ / do not concur ☐ (see below) with purchase to be a Limited Source.
Do not concur for the following reason(s):

Revised: 02/9/2015

JON C. JOHNSTON 10/14/16

RESOLUTION NO. 2016 –

A RESOLUTION AUTHORIZING WAIVING THE TECHNICAL BIDDING REQUIREMENTS AND APPROVING THE PURCHASE OF CHEMICALS FOR GOLF TURF GRASS MANAGEMENT FOR THE 2017 GOLF SEASON (CITY FISCAL YEAR 2018).

WHEREAS, the City of Bloomington has 3 golf courses (Highland Park Golf Course, Prairie Vista Golf Course and the Den at Fox Creek Golf Course) that are regarded by many golfers from across the state as the finest collection of municipal golf courses south of Interstate 80.

WHEREAS, best practices in the golf industry show the most efficient manner to treat turf diseases and insects is to do so in a preventative manner, by utilizing preventative chemical applications, staying ahead of the diseases to suppress potential outbreaks before they occur.

WHEREAS, each year Syngenta, BASF, Bayer and NuFarm offer an early order program that allows the opportunity to lock in next year's prices at discounted rates and authorizes the Mayor and City Clerk to execute the necessary documents to enter into the early order program.

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

That the recitals set forth above are incorporated herein and City Manager, or designated representatives, are authorized to waive the bidding requirements which identifies Helena Chemical as the local distributor for these products and the Parks, Recreation and Cultural Arts Department participate in the Syngenta, BASF, Bayer and Nufarm chemicals "early order discount program" for golf turf management for the 2017 golf season (City Fiscal Year 2018).

PASSED this _____ day of October 2016.

APPROVED this ____day of October 2016

CITY OF BLOOMINGTON ATTEST:

_____ _____

Tari Renner, Mayor Cherry L. Lawson, C.M.C., City Clerk

APPROVED AS TO FORM:

_____

Jeffrey R. Jurgens, Corporation Counsel

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 7H

FOR COUNCIL: October 24, 2016

SUBJECT: Consideration of adopting an Ordinance approving a Petition from Larry Huffman, for an expedited final plat for ABM Subdivision, located east of Main Street and north of Woodrig Road.

RECOMMENDATION/MOTION: That the Ordinance be passed approving the expedited final plat for ABM Subdivision contingent upon the petitioner providing an executed maintenance agreement for the detention basin located on the property, and that the Mayor and City Clerk be authorized to sign the necessary documents.

STRATEGIC PLAN LINK: Goal 3 Grow the Local Economy

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

BACKGROUND: This final plat consists of two lots located east of Main Street and north of Woodrig Road. The zoning in this area is B-1 Highway Business District.

The proposed final plat splits the current lot (Parcel number 21-16-451-002) into two lots to form Lots 1 and 2. This is being done to prepare the property for sale to two different owners.

City staff has reviewed the right of way and property lines shown on the proposed final plat and has found it in conformance with the previously approved Intersection Design Study for Woodrig Road and Main Street.

The property has a stormwater detention basin on site that will be split by the proposed parcel lines. The owner states he is preparing a maintenance agreement for each property to cover how maintenance of the detention basin is to be divided between the two lots.

The final plat complies with City engineering standards (Manual of Practice and Chapter 24 of City Code) and City staff has no objections to the plan. There are no tap on fees due for this subdivision.

This final plat qualifies for submission under the Expedited Final Plat submission process, Chapter 24, Section 3.5.6 of the Bloomington City Code.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Larry Huffman

FINANCIAL IMPACT: None. All survey and plat costs were paid by Larry Huffman.

Respectfully submitted for Council consideration.

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

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

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

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

Recommended by:

David A. Hales
City Manager

Attachments:

- Attachment 1 - Petition
- Attachment 2 - Ordinance for final plat and easement vacation
- Attachment 3 - Legal Description
- Attachment 4 - School District Certificate
- Attachment 5 - County Clerk's Certificate
- Attachment 6 - Owner's Certificate
- Attachment 7 - Drainage Statement
- Attachment 8 - Final Plat Checklist
- Attachment 9 - Council Map and Final Plat
- Attachment 10 – Surveyor's Certificate
- Attachment 11 – Request From Developer For Waiver of Preliminary Plan Process

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Motion: That the Ordinance be passed approving the expedited final plat for ABM Subdivision contingent upon the petitioner providing an executed maintenance agreement for the detention basin located on the property, and that the Mayor and City Clerk be authorized to sign the necessary documents.

Motion: _____ Seconded by: _____

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

PETITION FOR APPROVAL OF FINAL PLAT

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) Larry Huffman

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

1. That your petitioner(s) is (are) the owner(s) of the freehold or lesser estate thereinof the premises hereinafter legally described in Exhibit(s) A which is attached hereto and made a part hereof by this reference, of is are) a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;

2. That your petitioner (s) seek (s) approval of the Final Plat for the subdivision of said premises to be known and described as ABM Subdivision

3. That your petitioner (s) also seek (s) approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960:

WHEREFORE, your petitioner(s) respectfully pray(s) that said Final Plat for the ABM subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

By:

ORDINANCE NO. 2016 - _____

AN ORDINANCE APPROVING THE FINAL PLAT OF ABM SUBDIVISION

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of ABM Subdivision, legally described in Exhibit A, attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition requests the following exemptions or variations from the provisions of the Bloomington City Code-1960, as amended: waiver of preliminary plan; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided and the Final Plat attached to said Petition was prepared in compliance with requirements of the Bloomington City Code except for said requested exemptions and/or variations; and

WHEREFORE, said exemptions and/or variations are reasonable and in keeping with the intent of the Land Subdivision Code, Chapter 24 of the Bloomington City Code, 1960, as amended:

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

1. That the Final Plat of ABM Subdivision dated September 30, 2016, is hereby approved contingent upon the petitioner providing an executed maintenance agreement for the detention basin located on the property;

2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED THIS 24th DAY OF OCTOBER 2016.

APPROVED THIS __ DAY OF OCTOBER 2016.

CITY OF BLOOMINGTON **ATTEST**

_____ _____

Tari Renner, Mayor Cherry L. Lawson, City Clerk

APPROVED AS TO FORM

_____

Jeffrey R. Jurgens, Corporate Counsel

Exhibit "A"

A part of the Southeast Quarter of Section 16, Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, being the South Half of Lot 13, except a strip of land located in the South Half of Lot 13 in the Subdivision of the Southeast Quarter of Section 16, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois; said strip being of uniform width of 60 feet left of Transit Line No. 1 at Station 316+74.32 on the North property line and extending to Station 318+88; increasing uniformly from a width of 60 feet left of Station 319+82.07 on the North right of way line of the existing public road, except that portion previously described for public use.

Parcel No: 21-16-451-002

SCHOOL DISTRICT CERTIFICATE

This is to certify that I Larry Huffman as Owner/Developer of the property herein described in the Surveyor's Certificate, which will be known as _____ ABM Subdivision, to the best of my knowledge, is located within the boundaries of Community Unit School District # 5 in McLean County, Illinois.

Dated this 6th day of October, 2016.

Owner/Developer

State of Illinois)
)ss.
County of McLean)

I, Sara Busing, a Notary Public in and for the county and State aforesaid, do hereby certify that Larry Huffman personally known to be the same person whose name is subscribed to the foregoing owner's statement, appeared before me, this day, in person and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this 6th day of October, 2016.

Notary Public

My commission expires June 24, 2019.

NOTARY PUBLIC STATE OF ILLINOIS
SARA E BUSING
"OFFICIAL SEAL"
My Commission Expires
June 24, 2019

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF MCLEAN)

I, Kathy Michael, County Clerk of McLean County, State of Illinois, do hereby certify that on the 4th day of October, 2016, there were no delinquent general taxes unpaid, special assessments or delinquent special assessments against the tracts of land shown on the plat of the ABM Subdivision to the City of Bloomington attached to this certificate and described in the Certificate of the Surveyor attached hereto and to said plat.

Kathy Michael
County Clerk, McLean County, Illinois

(SEAL OF SAID COUNTY)

PIN # Parcel ID# 21-16-451-002

OWNER'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, hereby certify that we are the owners of all the premises embodied in the attached Plat of _____ ABM _____ Subdivision to the City of Bloomington, McLean County, Illinois, and that we have caused said Plat to be made and that it is a true and correct plat of " ABM Subdivision " Subdivision to the City of Bloomington, McLean County, Illinois as laid off in lots and streets by David P. Brown Registered Illinois Land Surveyor Number 2725; and we, the undersigned, hereby dedicate and set apart to the City of Bloomington for general utility purposes, (and further dedicated the public use areas as shown on said Plat)*

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this 5th day of OCTOBER, 2016.

(Seal)

*where dedication is required under Section 3.5.

State of Illinois)
)ss.
County of McLean)

I, Sara Busing, a Notary Public in and for the county and State aforesaid, do hereby certify that Patrick Cox personally known to be the same person whose name is subscribed to the foregoing owner's statement, appeared before me, this day, in person and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this 5th day of October, 2016.

Notary Public

My commission expires June 24, 2019.

SARA E BUSING
"OFFICIAL SEAL"
My Commission Expires
June 24, 2019

Updated February 15, 2016

DRAINAGE ACKNOWLEDGEMENT

Steven J. Law, Registered Professional Engineer, and Lyon Parks, Inc. being the owner(s) of the premises heretofore platted by David P. Brown, Illinois Professional Land Surveyor No. 2725 to be and become ABM Subdivision to the City of Bloomington, McLean County, Illinois, do hereby acknowledge that to the best of their knowledge and belief, the drainage of surface waters will not be changed by the construction of said Subdivision or planned unit development or any part thereof; or that if such surface water drainage will be changed, reasonable provisions have been made for collection and diversion of such surface waters into public areas or drains which the owner has a right to use and that such surface waters will be planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to the adjoining property because of the construction of the Subdivision or planned unit development.

I further acknowledge that no portions of the Lots are within the Special Flood Hazard Area, as defined by the Federal Emergency Management Agency.

Steven J. Law

Registered Professional Engineer

OWNER(S): Lyon Parks, Inc.

By: ATTORNEY

ABM Subdivision

Date Prepared: 10/10/16

Shown on Final Plat:		Initial
	Easements shown for all public improvements	TJM
	City Engineer's Signature Block	TJM
	Clerk's Signature Block	TJM
	Areas or facilities to be dedicated to the public	TJM
	Railroad Right of Ways	N/A
	Subdivision Boundaries	TJM
	References to nearest street lines, Township, Sections lines, or monuments.	TJM
	Name of Subdivision	TJM
	Legal Description	TJM
	Existing Parcel Id Number (PIN)	TJM - In Memo
	Surveyor's statement regarding any Special Flood Hazard Areas.	TJM
	Total Acreage	TJM
	Street Names	TJM
	Proposed Lot numbers (consecutively numbered)	TJM
	Front Yard Setbacks	TJM
The following shall be provided:		
	School District Certificate	TJM
	County Clerk's Certificate	TJM
	Owner's Certificate	TJM
	Drainage Statement	TJM
	Owner's Petition	TJM
	Ordinance	TJM
	Utility Company Signoffs	N/A
	Digital PDF Submittal provided to Public Works	TJM
	Digital CAD format submittal provided to Public Works	In Progress
	2 Mylar Copies	
	12 Paper Copies	
The following requirements shall be met:		
	Final plat retains the design characteristics of a valid Preliminary Plan that has not expired	N/A
	Retains the design characteristics of approved public improvement engineering plans and specifications.	TJM
	Final Plat is signed by IL licensed surveyor	TJM
	Plans for all public improvements approved by Public Works	N/A

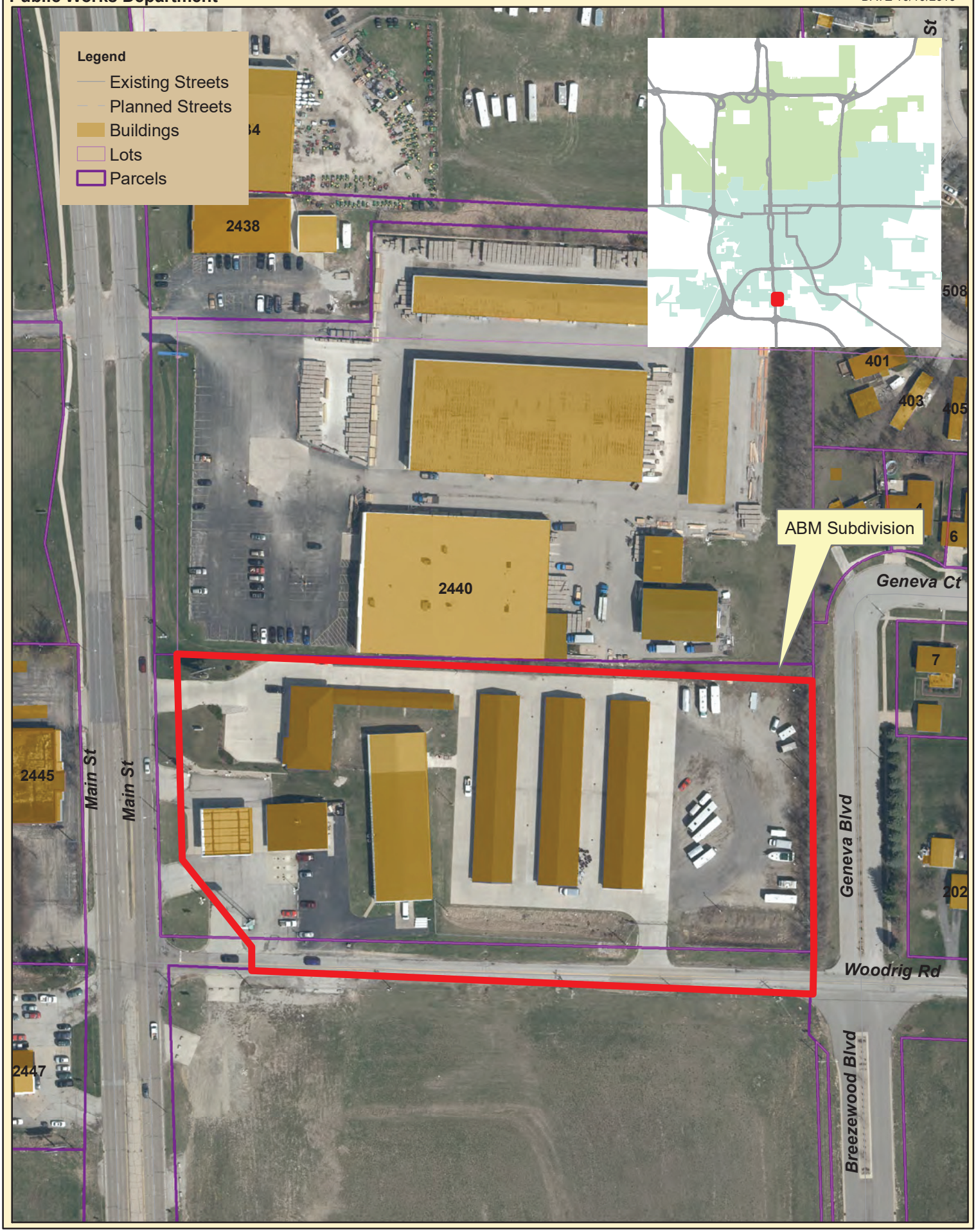
City of Bloomington Illinois

Public Works Department

ABM Subdivision

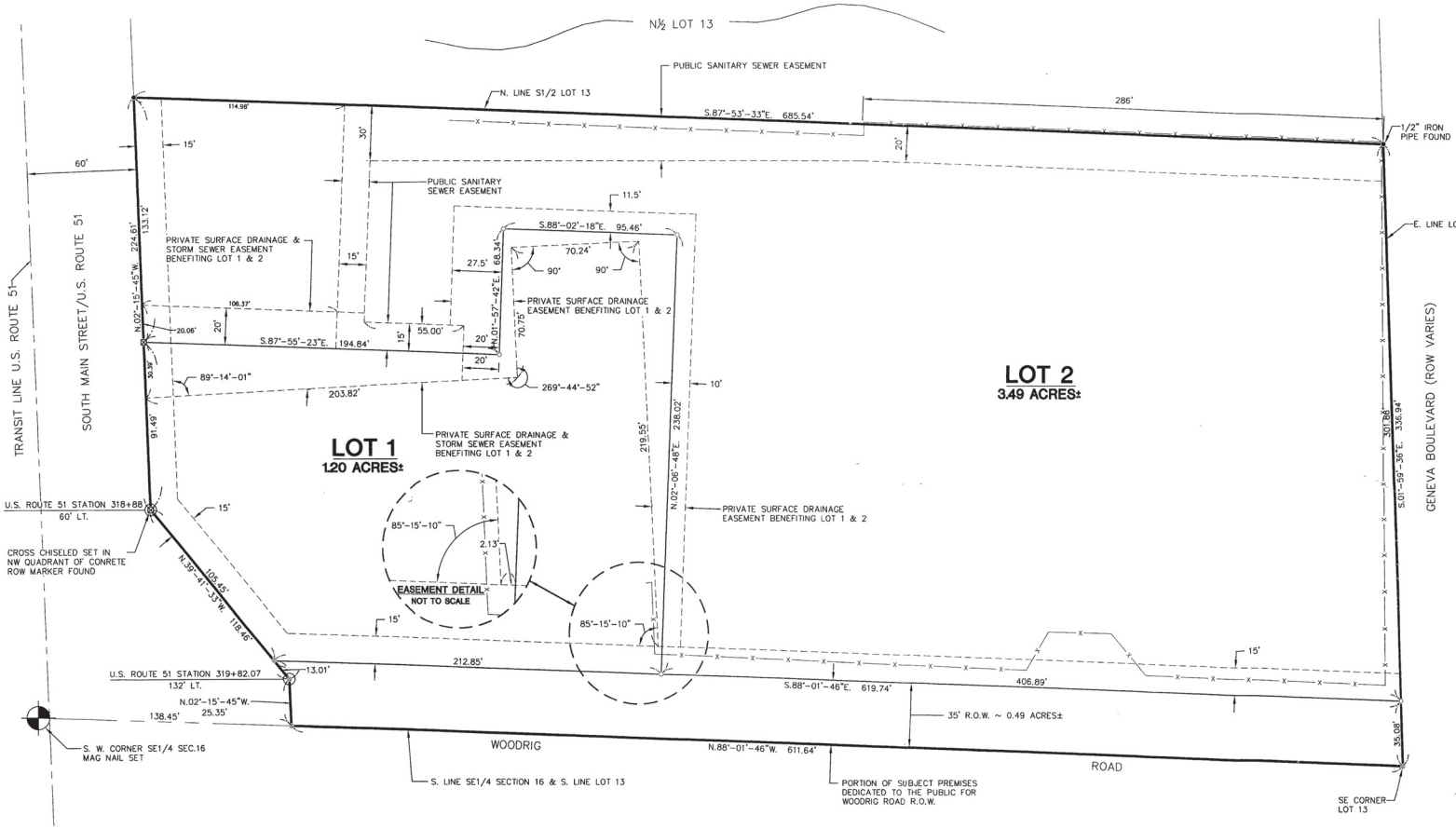
0 60 120 Feet

DATE 10/10/2016



ABM SUBDIVISION

A PART OF THE S.1/2 OF LOT 13 IN THE SE.1/4 OF SECTION 16, T.23N., R.2E., 3PM.
CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS



SCALE: 1" = 30'

30 0 30 60

LEGEND

- BOUNDARY OF SUBJECT PREMISES
- FENCE
- EASEMENT LIMITS
- ● ¾" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
- ○ ⅝" IRON ROD SET
- ⊗ MAG NAIL SET
- ⊠ CROSS CHISELED IN CONCRETE SET

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, David P. Brown, Illinois Professional Land Surveyor No. 2725, do hereby certify that the attached plat of subdivision was surveyed and prepared under my direction, in accordance with the laws of the State of Illinois, and with the Ordinances of the City of Bloomington, for Lyon Parks, Inc and represents the following described property to wit:

A part of the SE1/4 of Section 16, Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, being the S½ of Lot 13 Except a strip of land located in the S½ of Lot 13 in the Subdivison of the SE¼ of Section 16, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, said strip being of uniform width of 60 feet left of Transit Line No 1 at Station 316+74.32 on the North property line and extending to Station 318+88; increasing uniformly from a width of 60 feet left of Station 319+82.07 on the North right of way line of the existing public road, Except that portion previously described for public use.

I further certify that I have subdivided the same in to two (2) lots and public street as shown on the attached plat.

Monuments identify all lot corners as shown on said plat and all measurements are given in feet and decimals thereof All easements designated on said plat are dedicated for the specified private use and/or public utility use designated, or general public utility use, and for the use of community antenna television systems.

Said subdivision is to be known as ABM Subdivision, Bloomington, Illinois.

I further certify that the foregoing plat accompanying this certificate accurately represents the above described property as subdivided.

I further certify that no part of said herein described subdivision is located within a special flood hazard area as identified by the Federal Emergency Management Agency as identified on FIRM Map Number 17113C0503E, Community Panel Number 170490 0503 E dated July 16, 2008.

Lewis, Yockey & Brown, Inc.
Consultng Engineers & Land Surveyors
505 N. Main St.
Bloomington, IL 61701

DAVID P. BROWN
2725
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
BLOOMINGTON, ILLINOIS

9/30/2016
Date

David P. Brown
Illinois Professional Land Surveyor No. 2725
License Expires 11/30/2016

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, Kevin Kothe, City Engineer for the City of Bloomington, Illinois hereby certify that the land improvements described in the annexed plat and the plans and specifications therefore meet the minimum requirements of said City outlined in Chapter 24 of the Bloomington City Code.

Dated at Bloomington, Illinois, this _____ day of _____, 2016.

_____
City Engineer
Bloomington, Illinois

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, Cherry L. Lawson City Clerk of said City, do hereby certify that the foregoing is a true and complete copy of an original final plat of ABM Subdivision presented, passed and approved at a regular meeting of said City Council held on _____ day of _____, 2016, by an affirmative vote of the majority of all members selected to 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 _____ day of _____, A.D. 2016

_____
City Clerk

Lewis, Yockey & Brown, Inc. Consulting Engineers & Land Surveyors Professional Design Firm Registration #184.000806 505 North Main Street ◉Bloomington, Illinois Ph. (309) 829-2552 222 East Center Street ○LeRoy, Illinois Ph. (309) 962-8151 155 South Elm Street ○El Paso, Illinois Ph. (309) 527-2552	Rev.	Bk. 828 Drn. JLL Dsn. App. DPB	**FINAL PLAT** **ABM SUBDIVISION** **CITY OF BLOOMINGTON** **MCLEAN COUNTY, ILLINOIS**

Sheet **1** of 1

5048.01

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, David P. Brown, Illinois Professional Land Surveyor No. 2725, do hereby certify that the attached plat of subdivision was surveyed and prepared under my direction, in accordance with the laws of the State of Illinois, and with the Ordinances of the City of Bloomington, for Lyon Parks, Inc. and represents the following described property to wit:

A part of the SE1/4 of Section 16, Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, being the S½ of Lot 13 Except a strip of land located in the S½ of Lot 13 in the Subdivision of the SE¼ of Section 16, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, said strip being of uniform width of 60 feet left of Transit Line No. 1 at Station 316+74.32 on the North property line and extending to Station 318+88; increasing uniformly from a width of 60 feet left of Station 319+82.07 on the North right of way line of the existing public road, Except that portion previously described for public use.

I further certify that I have subdivided the same in to two (2) lots and public street as shown on the attached plat.

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Said subdivision is to be known as ABM Subdivision, Bloomington, Illinois.

I further certify that the foregoing plat accompanying this certificate accurately

represents the above described property as subdivided.

I further certify that no part of said herein described subdivision is located within a special flood hazard area as identified by the Federal Emergency Management Agency as identified on FIRM Map Number 17113C0503E, Community Panel Number 170490 0503 E dated July 16, 2008.

Lewis, Yockey & Brown, Inc.
Consulting Engineers & Land Surveyors
505 N. Main St.
Bloomington, IL 61701

DAVID P. BROWN
2725
PROFESSIONAL
LAND
SURVEYOR
STATE OF
ILLINOIS
BLOOMINGTON, ILLINOIS

9/30/2016
Date

David P. Brown
Illinois Professional Land Surveyor No. 2725
License Expires 11/30/2016

Lewis, Yockey & Brown, Inc.
Consulting Engineers & Land Surveyors

155 South Elm Street
El Paso, Illinois 61738
Phone: (309) 527-2552
Fax: (309) 527-3230

505 North Main Street
Bloomington, Illinois 61701
Phone: (309) 829-2552
Fax: (309) 827-6861

222 East Center Street
LeRoy, Illinois 61752
Phone: (309) 962-8151
Fax: (309) 962-7503

October 18, 2016

Ms. Cherry Lawson, City Clerk
Bloomington City Hall
109 E. Olive Street
Bloomington, IL 61701

Re: ABM Subdivision
Request for Waiver of Preliminary Plan

Dear Ms. Lawson:

The Developer respectfully requests a waiver of the preliminary plan, submission, review and approval process pursuant to Chapter 24, Sec. 3.5.6(b)(1) of the Bloomington City Code. The reason is, in order to qualify for the expedited final plat. Each proposed lot is currently serviced by individual public water and sanitary sewer facilities, and by private storm water facilities, all previously approved for construction by the City of Bloomington as evidenced by issuance of construction permits. Each proposed lot also maintains independent access to the adjoining public street system.

Please contact me should you require further assistance in these regards.

Very Truly Yours,
Lewis, Yockey & Brown, Inc.

David P. Brown, PLS
President

DPB:kk

Cc: George Boyle, Asst. Corp. Council
Kevin Kothe, City Engineer
5048.01

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 7I

FOR COUNCIL: October 24, 2016

SUBJECT: Consideration of approving an Ordinance setting the Compensation for City Elected Officials.

RECOMMENDATION/MOTION: That the Ordinance Setting the Compensation for City Elected Officials and Amending the City Code Provisions on Compensation be adopted and the Mayor and City Clerk authorized to execute the ordinance.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1c.Engaged residents that are well informed and involved in an open governance process.

BACKGROUND: The Illinois Municipal Code, 65 ILCS 5/3.1-50-10, as well as the Local Government Officer Compensation Act, 50 ILCS 145/1, both provide that the compensation of elected City officials must be set at least 180 days before the beginning of the terms of the officers whose compensation is fixed. Pursuant to Section 5/3.1-50-15, the ordinance fixing the compensation must also specific whether members are compensated at an annual rate or for each meeting of the corporate authorities actually attended if public notice is given.

Currently, the City Code simply states that the City Council shall determine, by ordinance, the future salary compensation of the elected officials. The City's most recent salary ordinance was approved on October 10, 2000. It sets the salary of the Mayor at $12,000 per annum, and each alderman at $4,800 per annum. The amounts are to be paid on a bi-weekly basis.

City staff is recommending the City Code be amended to put the elected official salaries directly in it for both the sake of continuity and transparency. The proposed ordinance would further keep the existing salaries in place. The City's elected officials do not receive any other compensation for their services (e.g., no health insurance, life insurance, retirement benefits like IMRF, etc.).

Pursuant to the City Code, the new terms commence on May 1, 2017. Accordingly, the salaries for this term must be set by November 2, 2016 (i.e., 180 days prior).

It should finally be noted that expense reimbursement is separate from compensation. The Illinois Municipal Code, 65 ILCS 5/3.1-50-15, specifically provides that elected officials may receive reimbursement for expenses incurred by the elected official in the course of performing official duties.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable

FINANCIAL IMPACT: Not applicable

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

Tari Renner

Tari Renner
Mayor

Attachments:

- Ordinance Setting the Compensation for City Elected Officials and Amending the City Code Provisions on Same

---

Motion:

Motion: _____ Seconded by: _____

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

ORDINANCE 2016 - _____

AN ORDINANCE SETTING THE COMPENSATION FOR CITY ELECTED OFFICIALS AND AMENDING THE CITY CODE PROVISIONS ON SAME

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

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

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/3.1-50-10, provides the corporate authorities of a municipality may fix the salaries of all municipal officers holding elected office in an ordinance and such salaries may not be increased nor diminished during that term and shall be fixed at least 180 days before the beginning of the terms of the officers whose compensation is to be fixed; and

WHEREAS, the Local Government Officer Compensation Act, 50 ILCS 145/2, provides that the compensation of elected officials is to be fixed at least 180 days before the beginning of the terms of the offices who compensation is to be fixed; and

WHEREAS, the City Council previously adopted Ordinance 2000-158, which set the salaries of the Mayor and Aldermen, and such has been the standing salary ordinance for the City; and

WHEREAS, the City Council desires to amend the City Code to put the salaries of the elected officials directly within it, and to make such the standing salaries of those elected positions, subject only to future direct amendment of the City Code and in compliance with the 180 day rules established both by the Illinois Municipal Code and the Local Government Officer Compensation Act.

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

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

SECTION 2. That Chapter 2, Article I, Section 11(a) of Bloomington City Code, 1960, as amended, shall be further amended as follows (unless otherwise noted, additions are indicated by underlines; deletions indicated by strikeouts):

Chapter 2: Section 11: Compensation

(a) ~~The City Council, shall determine, by ordinance, the future salary or compensation of the Mayor, the Aldermen, and the City Manager.~~ <u>The salary for the Mayor shall be $12,000, per annum, paid in bi-weekly installments. The salary for each</u>

alderman shall be $4,800, per annum, paid in bi-weekly installments. Expenses incurred by elected officials while performing official duties shall be reimbursed or paid in accordance with the law and policies established by the City. The City Council shall further determine, by ordinance, the future salary or compensation of the City Manager.

SECTION 3. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 4. 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 5. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 6. This ordinance shall be effective immediately after the date of its publication as required by law.

PASSED this _____ day of October, 2016.

APPROVED this _____ day of October, 2016.

APPROVED:

_____
Tari Renner, Mayor

ATTEST:

_____
Cherry L. Lawson, City Clerk

CONSENT AGENDA ITEM NO. 7J

FOR COUNCIL: October 24, 2016

SUBJECT: Consideration of approving an Ordinance Validating and Providing for the Corrected Publication of an Ordinance Amending Chapter 6, Section 7B of the Bloomington City Code Providing for a Graduated Increase in Liquor License Fees.

RECOMMENDATION/MOTION: That the Ordinance be adopted declaring Ordinance No. 2016-35 valid and providing for publication of a corrected copy of the Ordinance to be published within 30 days of passage of the declaratory ordinance.

STRATEGIC PLAN LINK: Goal 1: Financially Sound City Providing Quality Basic Services
Goal 5: Great Place – Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE: Objective 1.a. Budget with adequate resources to defined services and level of services; Objective 5.a. Well-planned City with necessary services and infrastructure.

BACKGROUND: On April 25, 2016, the City Council considered an ordinance that provided for an increase in liquor license fees. The draft ordinance considered by Council spread the fee increases over the next three years. After discussion, Council voted unanimously to pass an ordinance that provided that liquor license fee increases be spread over the next five years. Following the meeting, an incorrect copy of the ordinance was published. The published ordinance spread license fee increases over three years, rather than five years, as had been approved by the Council.

When an ordinance is erroneously published, State law provides that the corporate authorities of the municipality may pass an ordinance declaring the erroneously published ordinance valid and providing for publication of a corrected ordinance within 30 days. The Ordinance before Council reaffirms the validity of the Ordinance passed by Council on April 25, 2016, (2016-35) and mandates publication of a corrected version of the Ordinance conforming to the one passed by Council.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This is a correction to the ordinance and will have no financial impact as the five year increases have already been taken into consideration.

Respectfully submitted for Council consideration.

Prepared by: George D. Boyle, Assistant Corporation Counsel

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments:

- Exhibit A Corrected Ordinance No. 2016-35
- Ordinance

Motion: that the Ordinance be adopted declaring Ordinance No. 2016-35 valid and providing for publication of a corrected copy of the Ordinance to be published within 30 days of passage of the declaratory ordinance.

Motion: _____ Seconded by: _____

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

EXHIBIT A

CORRECTED ORDINANCE NO. 2016-35

AN ORDINANCE AMENDING BLOOMINGTON
CITY CODE CHAPTER 6

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

SECTION 1. That Bloomington City Code Chapter 6 is hereby amended by amending Section 7B to read as follows:

SEC. 7B LICENSE FEES.

(a) The annual license fee for each of the classes of licenses shall be as set forth below: ~~listed below shall be the product of the base fee as determined hereafter, times the class factor indicated below. The base fee as of July 1, 1982 shall be $1,000.00.~~

(1) For calendar year 2016, license fees shall be as follows:

(i) CA, EA, RA, ST and TA Class Licenses: $1,760.00;
(ii) CB, EB, RB and TB Class Licenses: $660.00;
(iii) GPA and PA Class License: $960.00, except to the holder of a CA, EA, RA or TA Class License, then 0.00;
(iv) GPB and PB Class License: $730.00, except to the holder of a CB, EB, RB or TB Class License, then $170.00; and except to the holder of a CA, EA, RA or TA, then 0.00;
(v) S Class License: $450.00, except to the holder of a CA and CB Class License, then 0.00;
(vi) MA Class License: $960.00; MB Class License: $660.00;

(2) For calendar years 2017 and 2018, License fees shall be as follows:

(i) CA, EA, RA, ST and TA Class Licenses: $2,100.00;
(ii) CB, EB, RB and TB Class Licenses: $700.00;
(iii) GPA and PA Class License: $1,100.00, except to the holder of a CA, EA, RA or TA Class License, then 0.00;
(iv) GPB and PB Class License: $800.00, except to the holder of a CB, EB, RB or TB Class License, then $200.00; and except to the holder of a CA, EA, RA or TA, then 0.00;
(v) S Class License: $500.00, except the holder of a CA and CB Class License, then 0.00;
(vi) MA Class License: $1,100.00; MB Class License: $700.00;

(3) For calendar years 2019 and 2020, License fees shall be as follows:

(i) CA, EA, RA, ST and TA Class Licenses: $2,400.00;
(ii) CB, EB, RB and TB Class Licenses: $800.00;

(iii) GPA and PA Class License: $1,200.00, except to the holder of a CA, EA, RA or TA Class License, then 0.00;
(iv) GPB and PB Class License: $900.00, except to the holder of a CB, EB, RB or TB Class License, then $225.00; and except to the holder of a CA, EA, RA or TA, then 0.00;
(v) S Class License: $550.00, except the holder of a CA and CB Class License, then 0.00;
(vi) MA Class License: $1,200.0; MB Class License: $750.00;

(4) For calendar year 2021 and thereafter, License fees shall be as follows:

(i) CA, EA, RA, ST and TA Class Licenses: $2,700.00;
(ii) CB, EB, RB and TB Class Licenses: $900.00;
(iii) GPA and PA Class License: $1,300.00, except to the holder of a CA, EA, RA or TA Class License, then 0.00;
(iv) GPB and PB Class License: $1,000.00, except to the holder of a CB, EB, RB or TB Class License, then $300.00; and except to the holder of a CA, EA, RA or TA, then 0.00;
(v) S Class License: $600.00, except the holder of a CA and CB Class License, then 0.00;
(vi) MA Class License: $1,300.00; MB Class License: $850.00;

~~License Class Factor~~

~~CA 1.760~~
~~EA 1.760~~
~~PA .960 except to the holder of RA or TA, then 0.00~~
~~RA 1.760~~
~~ST 1.760~~
~~TA 1.760~~
~~CB .660~~
~~EB .660~~
~~PB .730 except to the holder of RB, TB or FB, then .170; and except to the holder of RA or TA, then 0.00~~
~~RB .660~~
~~TB .660~~
~~S .450 except to the holder of CA and CB, then 0.00~~
~~MA .960~~
~~MB .660~~
~~GPA .960~~
~~GPB .730~~
~~O .000~~

(b) The fee for each Class "LA", "LB", "SA" and "SB" license~~s~~ issued shall be One Hundred Dollars ($100.00) for the first day any such license is in effect and Fifty Dollars ($50.00) for each subsequent day up to a maximum of $500.00 per license. A separate license is required for each premise for which a license is issued. A separate license is also required for each event at a single premise, provided however that a series of performances at a single prem-

ise sponsored, hosted, produced or organized by the same person, entity, group or organization shall be considered a single related event and such related events shall require only one license

(c) The annual license fee for a Class "W" license shall be Seventy-five Dollars ($75.00). ~~Twenty Dollars ($20.00) for an individual and Fifty Dollars ($50.00) for two or more persons who will have a legal relationship between or among themselves for the purpose of providing catering services. These fees shall not be prorated except with the specific approval of the Liquor Commissioner.~~

(d) The fee for each Class “SPA” or “SPB” license issued shall be $500.00 for each season.

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 October, 2016.

APPROVED this _____ day of _____, 2016.

APPROVED:

TARI RENNER
Mayor

ATTEST:

CHERRY L. LAWSON
City Clerk

ORDINANCE NO. 2016-

AN ORDINANCE VALIDATING ORDINANCE NO. 2016-35,
AMENDING CHAPTER 6, SECTION 7B OF THE BLOOMINGTON CITY CODE

WHEREAS, on April 25, 2016, the City Council passed an Ordinance by a vote of 9-0 providing for a gradual increase in liquor license fees commencing January 1, 2017; and

WHEREAS, due to an error in printing, the ordinance published subsequent to the Council meeting did not conform in all respects to the ordinance passed by Council; and

WHEREAS, State law provides that the corporate authorities may by ordinance declare an ordinance that was erroneously published to be valid and may order a corrected copy of the ordinance published within 30 days of passage of the validating ordinance; and

WHEREAS, an ordinance conforming in all respects to the ordinance passed by Council on April 25, 2016, is attached hereto, labelled Exhibit A and titled "Corrected Ordinance No. 2016-35 An Ordinance Amending Bloomington City Code Chapter 6":

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

1. That Ordinance No. 2016-35 is hereby declared to be valid and legally effective as of the effective date of this ordinance. A copy of which is attached hereto.

2. That publication of a corrected copy of said ordinance shall take place within 30 days from the passage of this validating Ordinance.

PASSED this 24th day of October, 2016.

APPROVED this _____ day of _____, 2016.

CITY OF BLOOMINGTON ATTEST

_____ _____

Tari Renner, Mayor Cherry L. Lawson, City Clerk

APPROVED AS TO FORM

_____

Jeffrey R. Jurgens, Corporation Counsel

CONSENT AGENDA ITEM NO. 7K

FOR COUNCIL: October 24, 2016

SUBJECT: Consideration of approving a Lake Bloomington Lease Transfer Petition for Lot 5, Block 24 of Camp Potowatomie, from George F. & Marlene Kahlfeldt to J. Craig & Patria A. Bouas.

RECOMMENDATION/MOTION: That the Lake Lease Transfer be approved, subject to the septic system conditions included in the McLean County Health Department's September 23, 2016 letter, and contingent upon the transferee providing documentation of the sale of the house located on the property, and that the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: The sewage disposal system inspection was completed by Williamson Excavating, LLC on September 17, 2016. The inspection report indicates that a pump and high water alarm float switch were replaced during the inspection because of evidence of restricted flow in the chlorinator.

In addition, the September 23, 2016 McLean County Health Department letter indicates:

- The alarm for the pump is located in the basement. This may remain as is until the septic system is repaired or replaced.

The age of the sewage disposal system is approximately twenty-four (24) years. The McLean County Health Department estimates sewage disposal systems have an average life span of approximately twenty to twenty-five (20-25) years. However, this can be affected greatly by usage patterns of the premises (seasonal versus full time occupancy) and system maintenance. Though useful life of a sewage disposal system can extend past the average life span noted by the McLean County Health Department, Staff cannot accurately estimate the useful life remaining in the existing system.

If the system were to fail, the resident would be responsible for costs associated with repair of the system and there is a possibility, based on the size of the leased lot, that the resident would not have any viable repair / replacement options. Currently, a City owned sanitary sewage collection system does not exist at Lake Bloomington and, therefore, the City is not in a position to assist the resident in the event of sewage disposal system failure.

Staff recommends approval of the lease transfer subject to the septic conditions included in the McLean County Health Department's September 23, 2016 letter.

A review of the McLean County Property Tax Online Inquiry website indicates the property taxes for this property are being paid by George F. Kahlfeldt.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not Applicable.

FINANCIAL IMPACT: This lease transfer will have a neutral financial impact in that the current lease uses the current formula, ($0.40 per $100 of Equalized Assessed Value), for determining the Lake Lease Fee. With this transfer, the lake lease formula will generate about $750.44 per year in lease income. This lake lease income will be posted to Lake Maintenance-Lease Income account (50100140 – 57590). Stakeholders can locate this in the FY 2017 Budget Book titled "Other Funds & Capital Improvement Fund" on page 129.

On December 21, 2015 the City Council approved a modification to the lease language and therefore the lease packet. These changes went into effect January 1, 2016. This lease transfer was submitted to the City for consideration after January 1, 2016, and therefore the lease transfer is subject to the modifications approved by City Council on December 21, 2015.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: Not Applicable

Respectfully submitted for Council consideration.

Prepared by:	Robert D. Yehl, PE, Water Director
Reviewed by:	Steve Rasmussen, Assistant City Manager
Financial & budgetary review by:	Chris Tomerlin, Budget Analyst Carla A. Murillo, Budget Manager
Legal review by:	George D. Boyle, Assistant Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments:

- Existing Lake Lease
- Lake Lease Transfer Petition

- Lake Lease Agreement
- McLean County Health Department Letter & Williamson Septic Inspection Report
- Location Map
- Aerial Map

Motion: That the Lake Lease Transfer be approved, subject to the septic system conditions included in the Mclean County Health Department's September 23, 2016 letter, and contingent upon the transferee providing documentation of the sale of the house located on the property, and that the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

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

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the _____ day of _____, _____ between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and J. CRAIG BOUAS

PATRIA A BOUAS

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

WITNESSETH

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

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

   Lot 5 in Block 24 in Camp Potawatomie according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois. PIN 07-12-207-005

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

3. RENT.

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

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

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

2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ ($.15) per $100

the rent shall be charged at the rate of 40¢ ($.40) per $100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.

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

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

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

4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.

5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.

6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.

7. WATER. Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.

8. GARBAGE. City will provide weekly garbage service at a fee to be set by the. City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.

9. ASSIGNMENT. Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.

10. RULES & REGULATIONS. Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.

11. USE OF AND ACCESS TO LAKE. Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.

12. TREE CUTTING. No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.

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

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

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

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

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

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

City

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

Lessee Name and Mailing Address

J. CRAIG BOUAS
PATRIA A BOUAS
24831 NIGHTHAWK DR
HUDSON IL 61748

Lessee Billing Address

J CRAIG BOUAS
PATRIA A BOUAS
24831 NIGHTHAWK DR
HUDSON IL 61748

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

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

-Lessor-

CITY OF BLOOMINGTON

By: _____
Tari Renner, Mayor

Attest:

_____
Cherry Lawson, City Clerk

-Lessee-

_____
Craig Bouas
Patria Bouas

LAKE BLOOMINGTON LEASE TRANSFER PETITION

That the purchase price and rentals having been paid to the City of Bloomington for:
Lot 5 Block 24 of Camp Potawatomie
I respectfully petition the City Council of the City of Bloomington, Illinois to approve the transfer of the Lease on the above property:
From: George F. + Marlene Kahlfeldt (Sellers Name)
To: J. Craig + Patria A. Bouas (Buyers Name)

George F. Kahlfeldt
Marlene Kahlfeldt (Signatures of Seller)

****

To the Honorable Mayor and City Council of the City of Bloomington, Illinois:
Now comes J. Craig + Patria A. Bouas (Buyer) and respectfully shows that He/She/They became the purchaser of all right, title and interest of George and Marlene Kahlfeldt (Seller) In and to the Lease made on the (Date) _____ upon the above property, all located in McLean County, Illinois, together with all the improvements, buildings and appurtenances thereon situated and thereunto belonging, and that the said (Seller) George F. + Marlene Kahlfeldt has executed deed of transfer of their interest in said premises and an assignment of the Leases therefore your petitioner.

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

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

Respectfully submitted,
J. Craig Bouas
Patria A. Bouas
(Signature of Buyer(s))

****

WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON LOT 5
BLOCK 24 CAMP Potawatomie, OF LAKE BLOOMINGTON.

Now comes the City of Bloomington and gives this, its written consent to the assignment on all right, title and interest of (seller) George and Marlene Kahlfeldt and to the premises known as Lot 5 Block 24 in Camp Potawatomie, McLean County, Illinois and to the leases thereon executed by the City of Bloomington, Illinois.

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

Executed this _____ day of _____, _____.

_____
Tari Renner, Mayor

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the _____ day of July, 2002 between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and GEORGE F. KAHLFELDT and MARLENE KAHLFELDT

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

WITNESSETH

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

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

   Lot 5 in Block 24 in Camp Potawatomie according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

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

3. RENT.

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

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

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

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

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

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

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

4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.

5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.

6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.

7. WATER. Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.

8. GARBAGE. City will provide weekly garbage service at a fee to be set by the. City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.

MEMO

TO: George Drye, Engineering

FROM: Tracey Covert, City Clerk

DATE: July 12, 2002

SUBJECT: Lake Bloomington Lease Transfer

We have received a Petition and Lake Lease Transfer request for Lot 05 in Block 24 in Camp Potawatomie, from Gregory A. And Louanne M. Umland to transfer the lease to George F. And Marlene Kahlfeldt.

Please prepare and submit your report for inclusion to the City Council Meeting of July 22, 2002. The deadline for this meeting is Tuesday, July 16th at noon.

Thank you for your prompt attention to this matter.

cc: Legal Dept.

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

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

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

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

City	Lessee Name and Mailing Address
City of Bloomington City Hall 109 E. Olive Street Bloomington, IL 61701	George F. and Marlene Kahlfeldt 24831 Nighthawk Road Hudson, IL 61748

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

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

-Lessor-

CITY OF BLOOMINGTON

By: _____
Its Mayor

Attest:

_____
City Clerk

-Lessee-

x George F. Kahlfeldt
George F. Kahlfeldt

x Marlene Kahlfeldt
Marlene Kahlfeldt

_____

OFFICE COPY

McLean County
Health Department
Partners in Prevention

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

September 23, 2016

Mr. & Mrs. George Kahlfeldt
24831 Nighthawk
Hudson, IL 61748

Re: Septic Permit #92-8442
Parcel #07-12-207-005
Lot 124, Lake Bloomington – Potowatomie Subdivision

Dear Mr. and Mrs. Kahlfeldt:

On September 21, 2016, this department received a septic system evaluation report from Mr. Rob Williamson, a McLean County licensed private sewage system installer, regarding the above-referenced property. The septic system evaluation was performed on September 17, 2016 and the following deficiencies were noted:

- There was evidence of restricted flow in the chlorinator at the time of the evaluation. This was determined to be caused by the pump not functioning properly and the high water alarm float switch not operating. Mr. Williamson replaced the pump and the high water alarm float switch at the time of the inspection.

- The alarm for the pump is located in the basement. This may remain as is until the septic system is repaired or replaced.

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

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

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

3. The cost of effluent sampling and any additional treatment components needed to keep the system compliant with permit requirements will be the responsibility of the owner of the system.

4. IDPH now requires additional operation and maintenance for on-site wastewater treatment systems repaired or installed after January 1, 2014.

5. Future regulations may be implemented by the Illinois Environmental Protection Agency (IEPA) and/or the Illinois Department of Public Health (IDPH) for systems constructed prior to February 10, 2014.

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

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

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

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

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

In summary, the septic system was installed in 1992 and is now approximately 24 years old. This office considers the average life expectancy of a septic system to be 20 to 25 years.

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

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

Respectfully,

Thomas J. Anderson
Director of Environmental Health

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

TJA:AC:du

AC-0601-16-182

For Office Use Only

Log #: _____

Date Received: _____

EVALUATION REPORT FOR A MCLEAN COUNTY PRIVATE SEWAGE DISPOSAL SYSTEM

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

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

1. Current Owner Information:

Name: *Goerge & Marlene Kahlfeldt*

Address: *24831 Nighthawk*

Hudson, IL 61748

Phone #: Day *309-726-2228* Home - -

2. Requestor Informtion:

Name: *Craig & Terri Bouas*

Address: *1620 Ensign*

Normal, IL 61761

Phone #: Day - - Home - -

3. Property Information:

Parcel Number (Tax ID): ( ) *07-12-207-005* Date Evaluation Performed: *09-17-16*

Address of property evaluated: *24831 Nighthawk, Hudson* Sub. & Lot: _____

Permit available from Health Dept.: Yes ☒ No ☐ Permit #: *92-8442*

4. Interview Information:

Person interviewed: *George Kahlfaldt* Original owner: Yes ☐ No ☒

Age of home (years): *23* Intended for seasonal use: Yes ☐ No ☒

Date last occupied: *currently* Number of occupants: *2*

Has tank ever been pumped: Yes ☒ No ☐ If yes, how often: *1 month ago*

5. Interior Evaluation:

Number of bedrooms: *3* Garbage disposal: Yes ☒ No ☐

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

Water softener discharges to: *n/a* Clothes washer discharges to: *septic*

Dishwasher discharges to: *septic* Hot tub discharges to: *n/a*

Basement plumbing fixtures:

a. *all*

b.

c.

d.

Discharge locations:

a. *septic*

b.

c.

d.

Basement floor drains discharge to: *n/a* Garage floor drains discharge to: *n/a*

Sump pit/pump discharges to: *tile* Downspouts discharge to: *ground surface*

6. Exterior Evaluation Points:

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

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

Tank One: N/A ☐	Yes	No	Tank Two: N/A ☒	Yes	No
Depth of soil to top of tank: *10* inches			Depth of soil to top of tank: inches		
Tank has access within 12" of ground surface	☒	☐	Tank has access within 12" of ground surface	☐	☐
Size: *1500* gallons Type:			Size: gallons Type:		
Meets current code:	☒	☐	Meets current code:	☐	☐
Tank lids in good condition:	☒	☐	Tank lids in good condition:	☐	☐
Inlet baffle in good condition:	☒	☐	Inlet baffle in good condition:	☐	☐
Evidence of solids on inlet baffle:	☐	☒	Evidence of solids on inlet baffle:	☐	☐
Outlet baffle in good condition:	☒	☐	Outlet baffle in good condition:	☐	☐
Evidence of solids on outlet baffle:	☐	☒	Evidence of solids on outlet baffle:	☐	☐
Water standing in outlet:	☐	☒	Water standing in outlet:	☐	☐
Water level below outlet:	☐	☒	Water level below outlet:	☐	☐
Tank needs to be pumped:	☐	☒	Tank needs to be pumped:	☐	☐
Outlet device/filter on tank:	☐	☒	Outlet device/filter on tank:	☐	☐
Type:			Type:		
Back flow into tank from system after pumping: Yes ☐ No ☐ N/A ☐			Back flow into tank from system after pumping: Yes ☐ No ☐ N/A ☐		

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

Depth to top of field: inches to inches

Square feet of field: square feet

	Yes	No
Meets current code sizing requirements:	☐	☐
Seepage standing on ground surface:	☐	☐
Lush vegetation or saturated soil on or near seepage field area:	☐	☐
Evidence that water has ponded over seepage field or the soil is saturated:	☐	☐
Solids or "carry over" material present in the rock or bedding material:	☐	☐

Depth of water in trench : inches

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

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

D. SEEPAGE BED -- This Section N/A ☒

Depth to top of bed: inches to inches

Square feet of bed: square feet

	Yes	No
Meets current code sizing requirements:	☐	☐
Seepage standing on ground surface:	☐	☐
Lush vegetation or saturated soil on or near seepage bed area:	☐	☐
Evidence water has ponded over seepage bed or is soil saturated:	☐	☐
Solids or "carry over" material present in the rock or bedding material:	☐	☐

Depth of water in bed : inches

E. SAND FILTER -- This Section N/A ☐

Minimum soil cover depth to top of sand filter: 15 inches

Square feet of sand filter: 600 square feet

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

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

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

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

G. AEROBIC UNIT -- This Section N/A ☒

Manufacturer: _____ Model number: _____

Size of unit: _____ gallons

	Yes	No
Pump running at time of inspection:	☐	☐
Current maintenance contract in place:	☐	☐
Who is maintenance contract with: _____		
Alarm present:	☐	☐
Alarm location: _____		
Alarm properly working with audio and visual functions:	☐	☐

Unit discharges to: Seepage field ☐ Seepage bed ☐ Sand filter ☐ Other: _____

If other, what method of chlorination is used: _____

Chlorinator with screw on cap present:	☐	☐
Chlorinator tube with corrosion resistant handle present:	☐	☐
Evidence of chlorination:	☐	☐

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

Include all distances as described below.

NOTE: Be sure to attach drawing to this report.

The following distances must be verified to ensure all the information is correct and available in the future.		
***Well or cistern to: N/A ☐**	***Geothermal unit to: N/A ☐**	***Building to:**
Septic tank: feet	Septic tank: feet	Septic tank: feet
Seepage system: feet	Seepage system: feet	Seepage system: feet
Sand filter: feet	Sand filter: feet	Sand filter: feet
Effluent tile: feet	Effluent tile: feet	Effluent tile: feet
Effluent discharge: feet	Effluent discharge: feet	Effluent discharge: feet
Geothermal unit: feet	Aerobic unit: feet	Geothermal unit: feet
Aerobic unit: feet		Aerobic unit: feet
***Water line to:**	***Body of water to: N/A ☐**	
Septic tank: feet	Septic tank: feet	
Seepage system: feet	Seepage system: feet	
Sand fitler: feet	Sand filter: feet	
Effluent tile: Feet	Effluent tile: feet	
Effluent discharge: feet	Effluent discharge: feet	
Aerobic unit: feet	Aerobic unit: feet	

Comments:

This section is to include any maintenance (pumping) repairs or problems in the history of the septic system. Write any observations and/or conclusions made by probing or excavating the seepage field or sand filter. A serial distribution system must include the condition of each level of field or trench.
The septic tank does not need to be pumped at this time but it should be checked regularly and pumped as needed in the future. The pump in the lift station was not working so it was replaced. The high water alarm float switch was not working so it was replaced. The pump station was a three foot diameter manhole five feet deep. It was after the sandfilter so if you count the sand filter holding capacity, it was more than 1.5 times the daily flow. This septic system is 23 years old. The average life of a septic system in McLean County is about 25 years. This septic system appears to be functioning normally at this time.

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

Rob Williamson
Inspector's Name (print)

Signature

09-20-16
Date

Williamson Excavating, LLC
14964 Halsey Road
Heyworth, IL 61745

Invoice

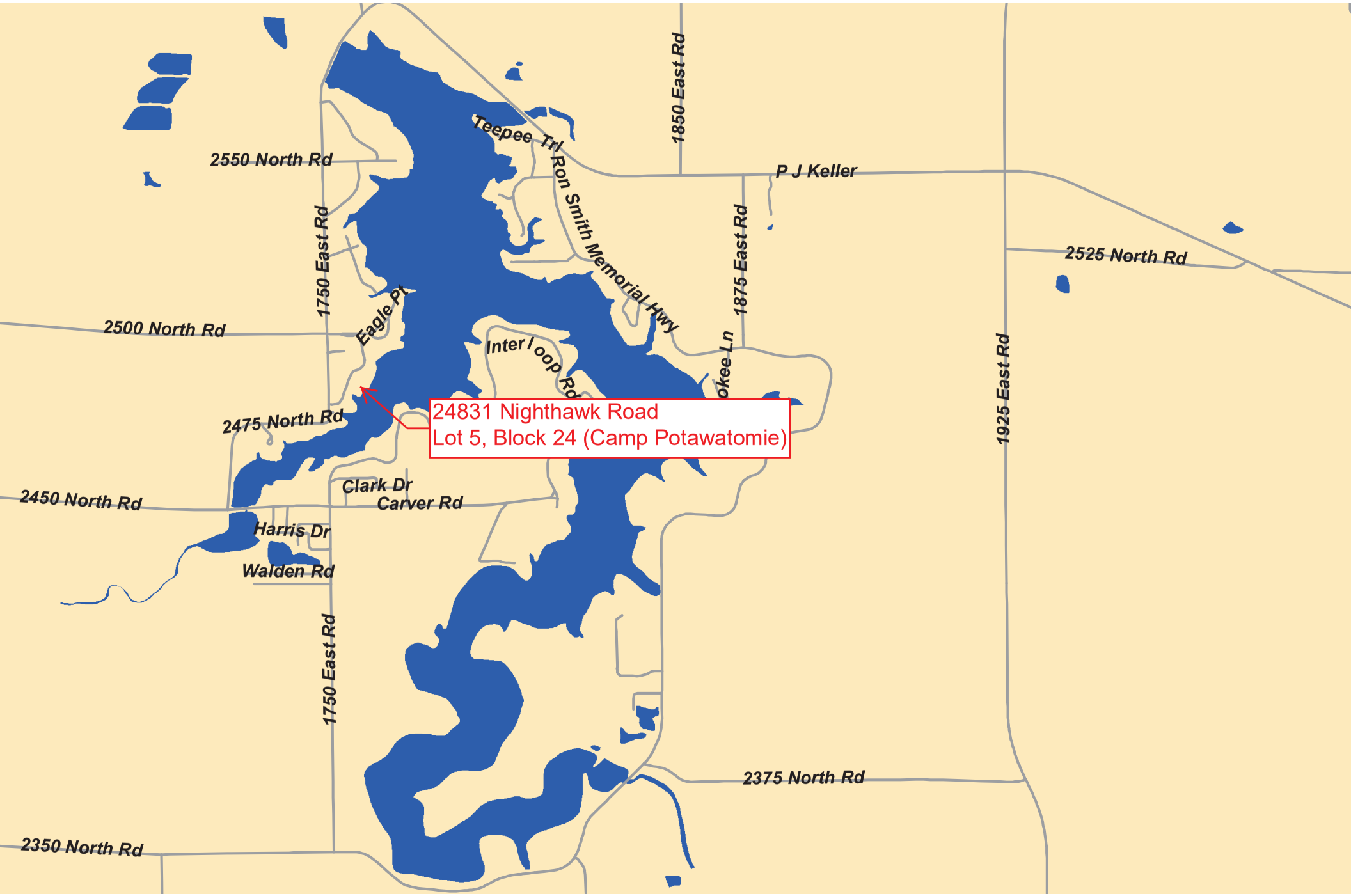
Date	Invoice #
9/21/2016	6348

Bill To
Craig & Terri Bouas 1620 Ensign Normal, IL 61761

P.O. No.	Due Date	Job Name
	9/21/2016	

Quantity	Description	Rate	Amount
1	Septic System Evaluation 24831 Nighthawk Hudson, IL 61748 parcel 07-12-207-005	220.00	220.00
		Total	$220.00

Phone #
(309) 275-3003


24831 Nighthawk Road
Lot 5, Block 24 (Camp Potawatomie)
2550 North Rd
2500 North Rd
2475 North Rd
2450 North Rd
2375 North Rd
2350 North Rd
2525 North Rd
P J Keller
1850 East Rd
1875 East Rd
1750 East Rd
1925 East Rd
Teepee Trl
Ron Smith Memorial Hwy
Eagle Pt
Inter Loop Rd
Clark Dr
Carver Rd
Harris Dr
Walden Rd

24834
24826
Nighthawk Rd
24875
24847
24843
24831
24815
24831 Nighthawk Rd
Lot: 5
Block: 24
Camp: Potawatomie

REGULAR AGENDA ITEM NO. 8A

FOR COUNCIL: October 24, 2016

SUBJECT: Consideration of adopting three ordinances to establish the proposed Downtown-Southwest Redevelopment Project Area (TIF District).

RECOMMENDATION/MOTION:

(1) That the ordinance approving the TIF Redevelopment Plan for the Downtown-Southwest Redevelopment Project Area be approved and authorize the Mayor and City Clerk to execute the necessary documents.

(2) That the ordinance designating the proposed Downtown-Southwest Redevelopment Project Area, a Redevelopment Project Area pursuant to the Tax Increment Allocation Redevelopment Act be approved and authorize the Mayor and City Clerk to execute the necessary documents.

(3) That the ordinance adopting Tax Increment Allocation Financing for the Downtown-Southwest Redevelopment Project Area 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; Goal 6: Prosperous Downtown Bloomington.

STRATEGIC PLAN SIGNIFICANCE: Objective 3a. Retention and growth of current local businesses; 3b. Attraction of new targeted businesses that are the "right" fit for Bloomington; 3c. Revitalization of older commercial homes; 3d. Expanded retail businesses; 3e. Strong working relationship among the City, businesses, economic development organizations. Objective 4c. Preservation of property/home valuations; 4d. Improved neighborhood infrastructure; 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. Objective 6a. More beautiful, clean Downtown area; 6b. Downtown Vision and Plan used to guide development, redevelopment and investments; 6c. Downtown becoming a community and regional destination; 6e. Preservation of historic buildings.

BACKGROUND & OVERVIEW: On May 9, 2016, by adoption of Ordinance #2016-43, the City Council directed Tax Increment Finance (TIF) consultant Peckham Guyton Albers & Viets (PGAV) to complete a Feasibility Study and draft the "Downtown-Southwest Redevelopment Project Area Tax Increment Financing Redevelopment Plan" ("the Redevelopment Plan"). The purpose of the study and plan were to consider the feasibility of establishing a TIF District to support the redevelopment of a three block area in the southwest portion of Downtown Bloomington. Upon determination that this area met the eligibility requirements for a TIF

District, the City Council initiated the process to formally approve and establish the proposed TIF District.

Per the Tax Increment Allocation Redevelopment Act, Illinois Compiled Statutes, Chapter 65, Section 5/11-74.4-1 et.seq. ("the TIF Act"), as amended, the following required procedural steps have been completed:

- Per Ordinance (#2016-86), a meeting of the Joint Review Board (JRB) was convened on September 8, 2016 to consider the Redevelopment Plan. The JRB voted unanimously to support the Redevelopment Plan with all members present voting "aye" and recommending that the Redevelopment Plan be considered by the City Council and that the City Council should proceed with establishing the proposed TIF District.
- Per Ordinance (#2016-86), a public hearing in front of the City Council, to consider the Redevelopment Plan, was convened and closed on October 10, 2016.
- The required waiting period to approve the TIF District (no less than 14 days and no longer than 90 days after the Public Hearing) has been observed.

At this point, all necessary statutory requirements of the TIF Act have been fulfilled, and staff has placed the necessary ordinances on the City Council agenda to approve the Redevelopment Plan and designate the area for tax increment redevelopment financing.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In compliance with the TIF Act, staff has sent the required notifications related to the proposed TIF District to all of the affected taxing bodies, the Illinois Department of Commerce and Economic Opportunity, residents within 750 feet of boundary of the TIF District, and to property owners inside the boundaries of the TIF District. The City also facilitated a meeting of the Joint Review Board on September 8, 2016 and held a Public Hearing on October 10, 2016.

A copy of the Redevelopment Plan was placed on file in the City Clerk's Office on August 10, 2016. Staff also created a webpage on the City's website where the Redevelopment Plan and other information related to the proposed Downtown-Southwest Redevelopment Project Area can be viewed by the public: www.cityblm.org/TIF

FINANCIAL IMPACT: None at this time.

Respectfully submitted for Council consideration.

Prepared by:	Austin Grammer, Economic Development Coordinator
Reviewed by:	Tom Dabareiner AICP, Community Development Director
Financial & budgetary review by:	Chris Tomerlin, Budget Analyst Carla A. Murillo, Budget Manager
Legal review by:	Kathleen Field Orr, Counsel for Economic Development

Recommended by:

David A. Hales
City Manager

Attachments:

- Ordinance approving the TIF Redevelopment Plan for the Downtown-Southwest Redevelopment Project Area.
    - Downtown-Southwest Redevelopment Project Area Tax Increment Financing Redevelopment Plan
- Ordinance designating the proposed Downtown-Southwest Redevelopment Project Area, a Redevelopment Project Area pursuant to the Tax Increment Allocation Redevelopment Act.
    - Downtown-Southwest Redevelopment Project Area Property Identification Number (PIN) List with 2015 EAV
- Ordinance adopting Tax Increment Allocation Financing for the Downtown-Southwest Redevelopment Project Area.

Motions: (1.) That the ordinance approving the TIF Redevelopment Plan for the Downtown-Southwest Redevelopment Project Area be approved and authorize the Mayor and City Clerk to execute the necessary documents. (2.) That the ordinance designating the proposed Downtown-Southwest Redevelopment Project Area, a Redevelopment Project Area pursuant to the Tax Increment Allocation Redevelopment Act be approved and authorize the Mayor and City Clerk to execute the necessary documents. (3.) That the ordinance adopting Tax Increment Allocation Financing for the Downtown-Southwest Redevelopment Project Area be approved and authorize the Mayor and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

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

Ordinance No. 2016_____

AN ORDINANCE OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, APPROVING THE TAX INCREMENT FINANCING REDEVELOPMENT PLAN FOR THE DOWNTOWN-SOUTHWEST REDEVELOPMENT PROJECT AREA

WHEREAS, the Mayor and City Council (collectively, the "*Corporate Authorities*") of the City of Bloomington, McLean County, Illinois (the "*Municipality*"), have determined that the stable economic and physical development of the Municipality is endangered by the presence of blighting factors as often manifested by obsolete structures, by progressive and advanced deterioration of structures and site improvements, structures below minimum code standards, excessive vacancies, inadequate utilities, and by a decline in the equalized assessed value, all of which impair the value of private investments, threaten the sound growth and the tax base of the Municipality and the taxing districts having the power to tax real property in the Municipality (the "*Taxing Districts*"), and threaten the health, safety, morals, and welfare of the public; and,

WHEREAS, the Corporate Authorities have determined that in order to promote and protect the health, safety, morals, and welfare of the public, the blighting factors and conditions in certain parts of the Municipality need to be eradicated and redevelopment of the Municipality be undertaken in order to remove and alleviate adverse conditions, encourage private investment, and restore and enhance the tax base of the Municipality and the Taxing Districts; and,

WHEREAS, the Municipality has authorized an eligibility study to determine whether the proposed Downtown-Southwest Redevelopment Project Area (the "*Proposed Area*") qualifies as a "redevelopment project area" pursuant to the Illinois Tax Increment Allocation Redevelopment Act (the "*TIF Act*") 65 ILCS 5/11-74.4-1, *et seq*.; and,

WHEREAS, the Municipality has heretofore evaluated various lawfully available programs to provide assistance in order to encourage private investment and has determined that the use of tax increment allocation financing is necessary to achieve the redevelopment goals of the Municipality for the Proposed Area; and,

WHEREAS, the Municipality has been advised by PGAV PLANNERS, in August of 2016, that the Proposed Area qualifies as a "redevelopment project area" as a combination "conservation area" and a "blighted area" under Section 11-74.4-3 of the TIF Act; and,

WHEREAS, it is therefore concluded by the Corporate Authorities that the Proposed Area remains qualified as a "conservation area" and as a "blighted "area" under Section 11-74.4-3 of the TIF Act as of the date hereof; and,

WHEREAS, the Municipality has further caused the preparation of and made available for public inspection the Downtown-Southwest Tax Increment Financing Redevelopment Plan which includes a proposed redevelopment plan for the Proposed Area (the "*Plan*"); and,

WHEREAS, the Plan sets forth in writing the program to be undertaken to accomplish the objectives of the Municipality and includes estimated redevelopment project costs for the Proposed Area, evidence indicating that the Proposed Area on the whole has not been subject to growth and development through investment by private enterprise, an assessment of the financial impact of the Proposed Area on and the minimal demand, if any, for services from any taxing district affected by the Plan, the sources of funds to pay costs, the nature and term of any obligations to be issued, the most recent equalized assessed valuation of the Proposed Area, an estimate as to the equalized assessed valuation after redevelopment, the general land uses to apply in the Proposed Area, and a commitment to fair employment practices and an affirmative action plan, and the Plan accordingly complies in all respects with the requirements of the TIF Act; and,

WHEREAS, pursuant to Section 11-74.4-5 of the TIF Act, the Corporate Authorities by an Ordinance 2016-86 adopted on August 22, 2016, called a public hearing (the "*Hearing*") relative to the Plan and the designation of the Proposed Area as a redevelopment project area under the TIF Act, and fixed the time and place for such Hearing for the 10th day of October 2016, at 7:00 p.m., at the Bloomington City Hall, 109 East Olive Street, Bloomington, Illinois; and,

WHEREAS, due notice in respect to such Hearing was given pursuant to Sections 11-74.4-5 and 11-74.4-6 of the TIF Act, said notice, together with a copy of the Plan, was sent to the Taxing Districts and to the Illinois Department of Commerce and Economic Opportunity of the State of Illinois by certified mail on August 23, 2016, was published on September 19, 2016 and September 26, 2016, and sent by certified mail to taxpayers within the Proposed Area on September 23, 2016; and,

WHEREAS, the Municipality has established and published an "interested parties registry" for the Proposed Area in compliance with the requirements of the TIF Act; and,

WHEREAS, the Municipality gave such notice to all persons and organizations who have registered for information with such registry, all in the manner and at the times as provided in the TIF Act; and,

WHEREAS, the Municipality gave due notice of the availability of the Plan to all residents within 750 feet of the boundaries of the Proposed Area, in compliance with the requirements of the TIF Act; and,

WHEREAS, the Municipality convened a Joint Review Board, as required by and in all respects in compliance with the provisions of the TIF Act; and,

WHEREAS, the Joint Review Board met at the time and as required by the TIF Act, and reviewed the public record, planning documents, and a form of a proposed ordinance approving the Plan; and,

WHEREAS, the Joint Review Board adopted by a majority vote an advisory, non-binding recommendation that the Municipality proceed to implement the Plan and designate the Proposed Area as a redevelopment project area under the TIF Act; and,

WHEREAS, the Joint Review Board based its decision on the basis of the Proposed Area satisfying the eligibility criteria defined in Section 11-74.4-3 of the TIF Act, and all as provided in Section 11-74.4-5(b) of the TIF Act; and,

WHEREAS, the Municipality held the Hearing on October 10, 2016 at the Bloomington City Hall, 109 East Olive Street, Bloomington, Illinois at 7:00 p.m.; and,

WHEREAS, at the Hearing, any interested party or affected Taxing District was permitted to file with the Municipal Clerk written objections and was heard orally in respect to any issues embodied in the notice of said Hearing, and the Municipality heard and determined all protests and objections at the Hearing; and

WHEREAS, the Hearing was adjourned on the 10th day of October, 2016; and,

WHEREAS, the Plan, which contains the basis for eligibility set forth the factors which cause the parcels in the Proposed Area to be a conservation area and a blighted area by the Corporate Authorities having reviewed the information concerning such factors presented at the Hearing and are generally informed of the conditions in the Proposed Area which could cause the Proposed Area to be a "conservation area" and a "blighted area" as defined in the TIF Act; and,

WHEREAS, the Corporate Authorities have reviewed evidence indicating that the Proposed Area on the whole has not been subject to growth and development through investment by private enterprise, and have reviewed the conditions pertaining to lack of private investment in the Proposed Area to determine whether private development would take place in the Proposed Area as a whole without the adoption of the proposed Plan and assistance as authorized by the TIF Act; and,

WHEREAS, the Corporate Authorities have reviewed the conditions pertaining to real property in the Proposed Area to determine whether contiguous parcels of real property and improvements thereon in the Proposed Area would be substantially benefited by the proposed Project improvements; and,

WHEREAS, the Corporate Authorities have made an assessment of any financial impact of the Proposed Area on or the minimal demand, if any, for services from any Taxing District affected by the Plan and found that the redevelopment projects proposed by Plan will not cause any significant financial impact or increased demand for facilities or services by any local taxing body; and,

WHEREAS, the Corporate Authorities have reviewed the proposed Plan and the existing comprehensive plan of the Municipality for development as a whole and finds that the proposed Plan conforms to the comprehensive plan of the Municipality.

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

Section 1: Findings. The Corporate Authorities hereby make the following findings:

(a) The Proposed Area is legally described in *Exhibit A*, attached hereto and incorporated herein as if set out in full by this reference. The map of the Proposed Area showing the street location is depicted in *Exhibit B,* attached hereto and incorporated herein as if set out in full by this reference.

(b) There exist conditions which cause the Proposed Area to be subject to designation as a redevelopment project area under the TIF Act and for the parcels included therein to be classified as a conservation area and a blighted area, as defined in Section 11-74.4-3 of the TIF Act.

(c) The Proposed Area on the whole has not been subject to growth and development through investment by private enterprise and would not be reasonably anticipated to be developed without the adoption of the Plan.

(d) The Plan conforms to the comprehensive plan for the development of the Municipality as a whole.

(e) As set forth in the Plan and in the testimony at the public hearing, the estimated date of completion of the Project is December 31, 2040, and the estimated date of the retirement of any obligation incurred to finance redevelopment project costs as defined in the Plan is December 31, 2040.

(f) The parcels of real property in the Proposed Area are contiguous, and only those contiguous parcels of real property and improvements thereon which will be substantially benefited by the proposed Project improvements are included in the Proposed Area.

Section 2: Exhibits Incorporated by Reference. The Plan entitled, *Tax Increment Financing Redevelopment Plan Downtown-Southwest Redevelopment Project Area,* dated August 8, 2016, which was the subject matter of the public hearing held on the 10th day of October, 2016, is hereby adopted and approved. A copy of the Plan, which incorporates the eligibility findings is attached as *Exhibit C*, attached hereto and incorporated herein.

Section 3: Invalidity of Any Section. If any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 4: Superseder and Effective Date. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are repealed to the extent of such conflict, and this Ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and approval as provided by law.

Passed this _____ day of _____, 2016.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2016.

_____
Mayor

Attest:

_____
City Clerk

Published in pamphlet form:

_____, 2016

Exhibit A

Legal Description
Downtown-Southwest Redevelopment Project Area

A part of the SW¼ of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the point of intersection of the north right of way line of West Washington Street and the east right of way line of North Center Street, being the southwest corner of Lot 40 in the Original Town of Bloomington; thence South on the east right of way line of said North Center Street and the southerly extension thereof to the south right of way line of West Front Street; thence West on the south right of way line of said West Front Street to the point of intersection with the southerly extension of the west line of Parcel 3 as described in a Trustee's Deed recorded as Document No. 2015-15491 in the McLean County Recorder of Deeds Office; thence North on said southerly extension, the west line of said Parcel 3 and the northerly extension thereof to the north right of way line of said West Washington Street; thence East on said north right of way line to the Point of Beginning.

Exhibit B

Downtown-Southwest Redevelopment Project Area Boundary Map

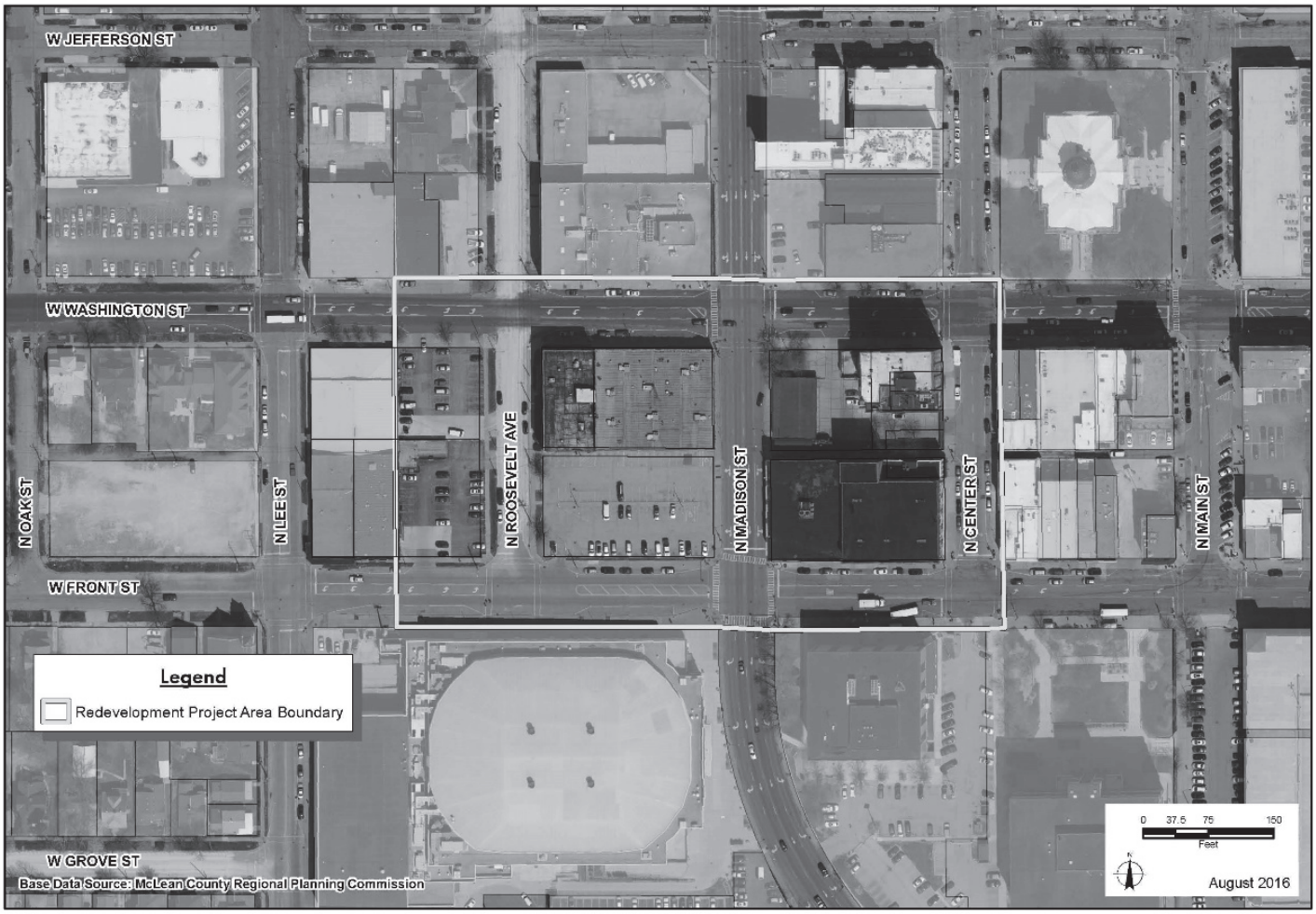


Exhibit C

Tax Increment Financing Redevelopment Plan
Downtown-Southwest Redevelopment Project Area

Tax Increment Financing Redevelopment Plan

Downtown-Southwest Redevelopment Project Area

Prepared for

City of Bloomington, Illinois

Prepared by

PGAV PLANNERS

August 8, 2016

CITY OF BLOOMINGTON, ILLINOIS

MAYOR

Tari Renner

CITY COUNCIL

Kevin Lower, Ward 1
David Sage, Ward 2
Mboka Mwilambwe, Ward 3
Amelia Buragas, Ward 4
Joni Painter, Ward 5
Karen Schmidt, Ward 6
Scott Black, Ward 7
Diana Hauman, Ward 8
Jim Fruin, Ward 9

CITY CLERK

Cherry Lawson

CITY MANAGER

David Hales

COMMUNITY DEVELOPMENT DIRECTOR

Tom Dabareiner

ECONOMIC DEVELOPMENT COORDINATOR

Austin Grammer

SPECIAL TIF COUNSEL

Kathleen Field Orr

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APPENDIX

Attachment A – Ordinance No. 2016-43
Attachment B – Boundary Description
Attachment C – Existing Conditions Photos
Attachment D – Parcel Identification Numbers, Property Owners & 2015 EAV

SECTION I

INTRODUCTION

On May 9, 2016, the Bloomington City Council passed **Ordinance No. 2016-43** providing for a feasibility study and report with respect to the designation of a certain area of the City as a tax increment finance ("TIF") redevelopment project area pursuant to the Illinois Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 *et seq.*, the "TIF Act"). A copy of this Ordinance is contained in this report as **Attachment A** in the **Appendix**).

The area being considered for designation as a "redevelopment project area" under the TIF Act includes two and one-half city blocks bounded by W. Washington Street on the north, N. Center Street on the East, W. Front Street on the south and N. Lee Street on the West. The proposed redevelopment project area is referred to herein as the Downtown-Southwest Redevelopment Project Area (the "Area"). The Area includes the properties proposed for redevelopment into mixed use development that would include residential and commercial uses. Preservation of existing buildings as part of a redevelopment strategy will be considered by the City if such is determined to be desired from an historic preservation standpoint and would be physically and economically viable. It is anticipated that a parking structure will need to be integrated into the redevelopment scheme to ensure the market viability of the project(s). The boundaries of the Area are as shown on **Exhibit A - Redevelopment Project Area Boundary**. Refer also to the **Boundary Description** contained in the **Appendix** as **Attachment B**.

The Area contains approximately 6.4 acres, including street and alley rights-of-way (2.6 acres net of rights-of-way). There are a total of 13 parcels of real property, all of which have improvements thereon (e.g., buildings, parking areas, etc.). A building located on one of the parcels has been divided into 49 different Parcel Identification Numbers ("PINs") as it was previously converted into a condominium development. It is treated as one parcel since all of the said PINs are under the same ownership. Much of the built environment in the Area, including improvements in public right-of-way, suffers from advanced age, physical deterioration and obsolescence.

The City may consider the use of tax increment financing, as well as other economic development resources as available, to facilitate private investment within the Area. It is the intent of the City to induce the investment of significant private capital in the Area, which will serve to renovate and/or redevelop obsolete buildings within the Area and ultimately enhance the tax base of the community. Furthermore, in accordance with Section 11-74.4-3(n)(5) of the TIF Act, a housing impact study need not be performed since the City has expressly stated in this Plan that it is not reasonably expected that the proposed redevelopment plan will result in the displacement of ten (10) or more inhabited housing units. Certification of this claim is provided in Section IV of this report.

The TIF Act sets forth the requirements and procedures for establishing a Redevelopment Project Area and a Redevelopment Plan. The following sections of this report present the findings of eligibility and the Redevelopment Plan and Project for the Area, as well as other findings, evidence, and documentation required by the TIF Act.

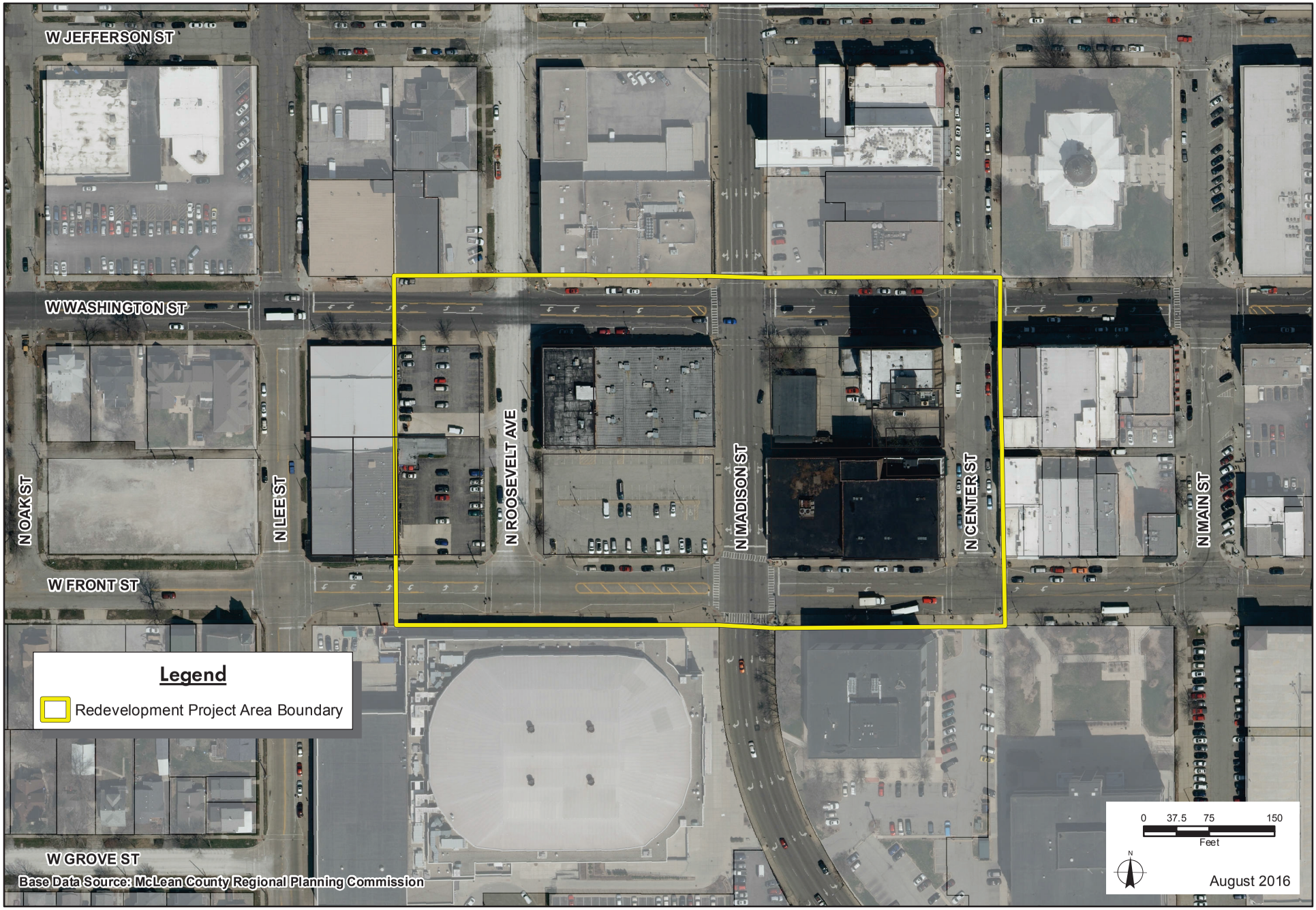

Exhibit A - Redevelopment Project Area Boundary

Downtown-Southwest Redevelopment Project Area

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SECTION II

STATUTORY BASIS FOR TAX INCREMENT FINANCING AND SUMMARY OF FINDINGS

A. Introduction

The TIF Act defines the term **Redevelopment Project** to be any public and/or private development project in furtherance of the objectives of a Redevelopment Plan. The term **Redevelopment Project Area** means an area designated by the municipality, which is not less in the aggregate than 1-1/2 acres and in respect to which the municipality has made a finding that there exist conditions that cause the area to be classified as an industrial park conservation area, a blighted area or a conservation area, or a combination of both blighted areas and conservation areas. **Redevelopment Plan** means the comprehensive program of the municipality for development or redevelopment intended by the payment of redevelopment project costs to reduce or eliminate those conditions, the existence of which qualified the Redevelopment Project Area as a "blighted area" or "conservation area" or combination thereof or "industrial park conservation area," and thereby enhancing the tax bases of the taxing districts which extend into the Redevelopment Project Area.

The concept behind the tax increment law is straightforward and allows a municipality to carry out redevelopment activities on a local basis. Redevelopment that occurs in a designated Redevelopment Project Area results in an increase in the equalized assessed valuation (EAV) of the property and, thus, generates increased real property tax revenues. This increase or "increment" can be used to finance "redevelopment project costs" such as land acquisition, site clearance, building rehabilitation, interest subsidy, construction of public infrastructure, and other redevelopment project costs as permitted by the TIF Act.

The Illinois General Assembly made various findings in adopting the TIF Act; among them were:

1. That there exists in many municipalities within the State blighted, conservation and industrial park conservation areas; and

2. That the eradication of blighted areas and the treatment and improvement of conservation areas by redevelopment projects are essential to the public interest and welfare.

These findings were made on the premise that the presence of blight, or conditions that lead to blight, is detrimental to the safety, health, welfare and morals of the public.

To ensure that the exercise of these powers is proper and in the public interest, the TIF Act specifies certain requirements that must be met before a municipality can proceed with implementing a

Redevelopment Plan. One of these requirements is that the municipality must demonstrate that a Redevelopment Project Area qualifies under the provisions of the TIF Act. With the definitions set forth in the TIF Act, a Redevelopment Project Area may qualify either as a blighted area, a conservation area, or a combination of both blighted area and conservation area, or an industrial park conservation area.

B. Summary of Findings

The following findings and evidentiary documentation are made with respect to the proposed Redevelopment Project Area:

1. The Area as a whole meets the statutory requirements as a ***combination blighted area and conservation area***. Furthermore, the factors necessary to make these findings exist to a meaningful extent and are distributed throughout the Area.

2. The Area exceeds the statutory minimum size of 1-1/2 acres.

3. The Area contains contiguous parcels of real property.

4. If this Plan is adopted and implemented by the City, it is reasonable to say that all properties included in the Area would benefit substantially from being included in the Area.

5. The Redevelopment Project Area, as a whole, has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to occur without public assistance. Further evidence of this is presented in Section V and throughout this document.

SECTION III

BASIS FOR ELIGIBILITY OF THE AREA AND FINDINGS

A. Introduction

A Redevelopment Project Area, according to the TIF Act, is that area designated by a municipality in which the finding is made that there exist conditions that cause the area to be classified as a blighted area, conservation area, or combination thereof, or an industrial park conservation area. The criteria and the individual factors defining each of these categories of eligibility are defined in the TIF Act.

This Section documents the statutory requirements for eligibility and how the subject area meets the eligibility criteria.

B. Statutory Qualifications

The TIF Act defines the factors that must be present in order for an area to qualify as a Redevelopment Project Area. The statutory definitions of the qualifying factors relating to a blighted area and a conservation area are as follows:

1. Eligibility of a Blighted Area

The TIF Act states that a "…"**blighted area**" means any improved or vacant area within the boundaries of a redevelopment project area located within the territorial limits of the municipality where:" [1]

a. "**If improved**, industrial, commercial, and residential buildings or improvements are detrimental to the public safety, health, or welfare because of a combination of five (5) or more of the following factors, each of which is (i) present, with that presence documented to a meaningful extent, so that a municipality may reasonably find that the factor is clearly present within the intent of the Act, and (ii) reasonably distributed throughout the improved part of the Redevelopment Project Area:"

(1) "Dilapidation. An advanced state of disrepair or neglect of necessary repairs to the primary structural components of buildings, or improvements in such a combination that a documented building condition analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed."

[1] Emphasis added with bold or underlined text.

(2) "Obsolescence. The condition or process of falling into disuse. Structures have become ill-suited for the original use.

(3) "Deterioration. With respect to buildings, defects including, but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters, and downspouts, and fascia. With respect to surface improvements, that the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking, and surface storage areas evidence deterioration, including, but not limited to, surface cracking, crumbling, potholes, depressions, loose paving material, and weeds protruding through paved surfaces."

(4) "Presence of structures below minimum code standards. All structures that do not meet the standards of zoning, subdivision, building, fire, and other governmental codes applicable to property, but not including housing and property maintenance codes."

(5) "Illegal use of individual structures. The use of structures in violation of applicable federal, State, or local laws, exclusive of those applicable to the presence of structures below minimum code standards."

(6) "Excessive vacancies. The presence of buildings that are unoccupied or under-utilized and that represent an adverse influence on the area because of the frequency, extent, or duration of the vacancies."

(7) "Lack of ventilation, light, or sanitary facilities. The absence of adequate ventilation for light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke, or other noxious airborne materials. Inadequate natural light and ventilation means the absence of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. Inadequate sanitary facilities refers to the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water and kitchens, and structural inadequacies preventing ingress and egress to and from all rooms and units within a building."

(8) "Inadequate utilities. Underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines, and gas, telephone, and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the redevelopment project area, (ii) deteriorated, antiquated, obsolete, or in disrepair, or (iii) lacking within the redevelopment project area."

(9) "Excessive land coverage and overcrowding of structures and community facilities. The over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Examples of problem conditions warranting the designation of an area as one exhibiting excessive land coverage are: (i) the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety, and (ii) the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one or more of the following conditions: insufficient provision for light and air within or around buildings, increased threat of spread of fire due to the close proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of reasonably required off-street parking, or inadequate provision for loading and service."

(10) "Deleterious land use or layout. The existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses, or uses considered to be noxious, offensive, or unsuitable for the surrounding area."

(11) "Environmental clean-up. The proposed redevelopment project area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area."

(12) "Lack of community planning. The proposed redevelopment project area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan, or that the plan was not followed at the time of the area's development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards, or other evidence demonstrating an absence of effective community planning."

(13) "The total equalized assessed value of the proposed redevelopment project area has declined for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar

years for which information is available, or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated."

2. Eligibility of a Conservation Area

The TIF Act further states that a "... "conservation area" means any improved area within the boundaries of a redevelopment project area located within the territorial limits of the municipality in which **50% or more of the structures in the area have an age of 35 years or more**. Such an area is not yet a blighted area, but because of a combination of three (3) or more of the [13 factors applicable to the improved area] is detrimental to the public safety, health, morals or welfare, and such an area may become a blighted area." *[Bracketed text replaces "following factors" from the TIF Act.]*

C. Investigation and Analysis of Blighting Factors

In determining whether or not the Area meets the eligibility requirements of the TIF Act, research and field surveys were conducted by way of:

- Contacts with City of Bloomington officials who are knowledgeable of Area conditions and history.
- On-site field examination of conditions within the Area by experienced staff of PGAV in conjunction with a City building inspector.
- Use of definitions contained in the TIF Act.
- Adherence to basic findings of need as established by the Illinois General Assembly in establishing tax increment financing, which became effective January 10, 1977.
- Examination of McLean County real property tax assessment records.

To ensure that the exercise of these powers is proper and in the public interest, the TIF Act specifies certain requirements that must be met before a municipality can proceed with implementing a redevelopment project. One of these is that the municipality must demonstrate that the Area qualifies. An analysis of the physical conditions and presence of blighting factors relating to the Area was commissioned by the City. The result and documentation of this effort are summarized below.

D. Analysis of Conditions in the Area and Findings

PGAV staff conducted a parcel by parcel survey to document existing conditions in the Area on June 15 and 16, 2016. This field work was supplemented with discussions with City staff and analysis of property assessment data from McLean County. One of the outcomes of the field work was an inventory of existing land uses in the Area, which are illustrated on **Exhibit B - Existing Land Use**. **Exhibit C – Summary of Blighting and Conservation Area Factors** provides a quantitative breakdown of the various factors. **Exhibit D – Existing Conditions** provides a graphic depiction of certain blighting and conservation area factors that were determined to exist within the Area. A blighting factor that relates to property valuation trends is presented later in this Section.

1. Summary of Findings on Age of Structures: Age is a prerequisite factor in determining if all or a portion of a redevelopment project area qualifies as a "conservation area". As is clearly set forth in the TIF Act, 50% or more of the structures in the redevelopment project area must have an age of 35 years or greater in order to meet this criteria. All but one of the buildings were determined to be over 35 years old (the 1993 addition to the northwest side of the Commerce Bank building being the one building not over 35 years old). Building ages were obtained from the City of Bloomington Township Assessor's website.[2] The one building in Sub-Area A (401 W. Front Street) did not have a building age in the Assessor's data. It was determined to be at least 35 years old via City staff examination of historic aerial photos upon which it was determined to be present on a 1964 aerial photograph. The current owner of said building believes it was built in 1961.

2. Summary of Findings on Deterioration: Deteriorating conditions were recorded on 11 of the 13 (85%) parcels within the Area. The field survey of building conditions in the Area found structures with major defects in the secondary structural components, including windows, doors, gutters, downspouts, masonry, other fascia materials, interior finishes, interior walls and ceilings, etc. A considerable amount of the deterioration found in the interior of buildings was caused by water damage. These deteriorated buildings are predominant in Sub Areas B and C of the Area. All of the surface parking lots in Sub Areas A and B have deteriorated pavements. Deteriorated streets, sidewalks and/or curb and gutters were present in all three Sub Areas. **Attachment C** in the **Appendix** provides photographic evidence of the conditions found on these properties and within the public rights-of-way.

3. Summary of Findings on Obsolescence: Six of the nine buildings (67%) clearly suffer from obsolescence. When taken in context of building square feet, over 136,000 square feet of

[2] http://www.wevalueblomington.org/

building space (85%) is contained in these obsolete buildings (Front N Center, Commerce Bank and the former Elks Lodge).

All of this space had become ill-suited for the original uses and subsequent reuses with respect to the Front N Center and former Elks Lodge building, with the latter having been originally built as an automobile dealership. The Commerce Bank group of buildings is no longer suitable as a bank headquarters and sits mostly vacant. The excessive vacancies associated with the all of these buildings is clear evidence of disuse and thus, obsolescence. Recent appraisal reports for these properties by a MAI certified appraiser hired by the City opines on the issue of obsolescence as well:

1. Front N Center Property Appraisal Report: "In our opinion, the subject building has severe functional obsolescence owing to the lack of functioning mechanical systems, lack of a functioning elevator, apparent severe deterioration of the roof and physical structure, and apparent contamination associated with asbestos containing flooring. Another functional issue is column spacing, which detracts from renovation potential" (Finch, 16). [3]

2. Commerce Bank Property Appraisal Report: "In our opinion, there is Functional Obsolescence associated with the lack of exterior and interior ADA accessibility throughout the subject building. The small floor plates and relatively low wall [ceiling] heights for the upper floors limit the physical feasibility of converting the office areas to other uses. The lack of functional elevators, lack of HVAC equipment for most of the building, lack of sprinklers, and lack of accessible restrooms substantially diminish the functionality of the subject office building. The client has provided information provided by the owner in 2013 regarding potential costs for addressing most of these elements of functional obsolescence. The owner's cost estimated in 2013 was $1,655,816 to upgrade elevators, upgrade plumbing throughout the building, improve ADA accessibility, renovate the ground floor office area, address asbestos risk and install HVAC systems throughout the building. Radical changes and consolidations/mergers within the banking industry have rendered this type of early 1900s local bank headquarters building obsolete and very difficult to market. The drive through teller building and associated facilities and equipment will be functionally obsolete following the anticipated near term departure of the existing bank tenant. It is not reasonably anticipated that another bank user would occupy the ground floor space and drive through facilities" (Finch, 17 & 18). [4]

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[3] Finch, Brian A., MAI, and Paul R. Finch. Appraisal Report: Front N Center Building. Appraisal date May 25, 2016; report date June 27, 2016. Print. Prepared for City of Bloomington. Used with permission of Brian A. Finch.
[4] Finch, Brian A., MAI, and Paul R. Finch. Appraisal Report: Commerce Bank Building. Appraisal date May 25, 2016; report date July 1, 2016. Print. Prepared for City of Bloomington. Used with permission of Brian A. Finch.

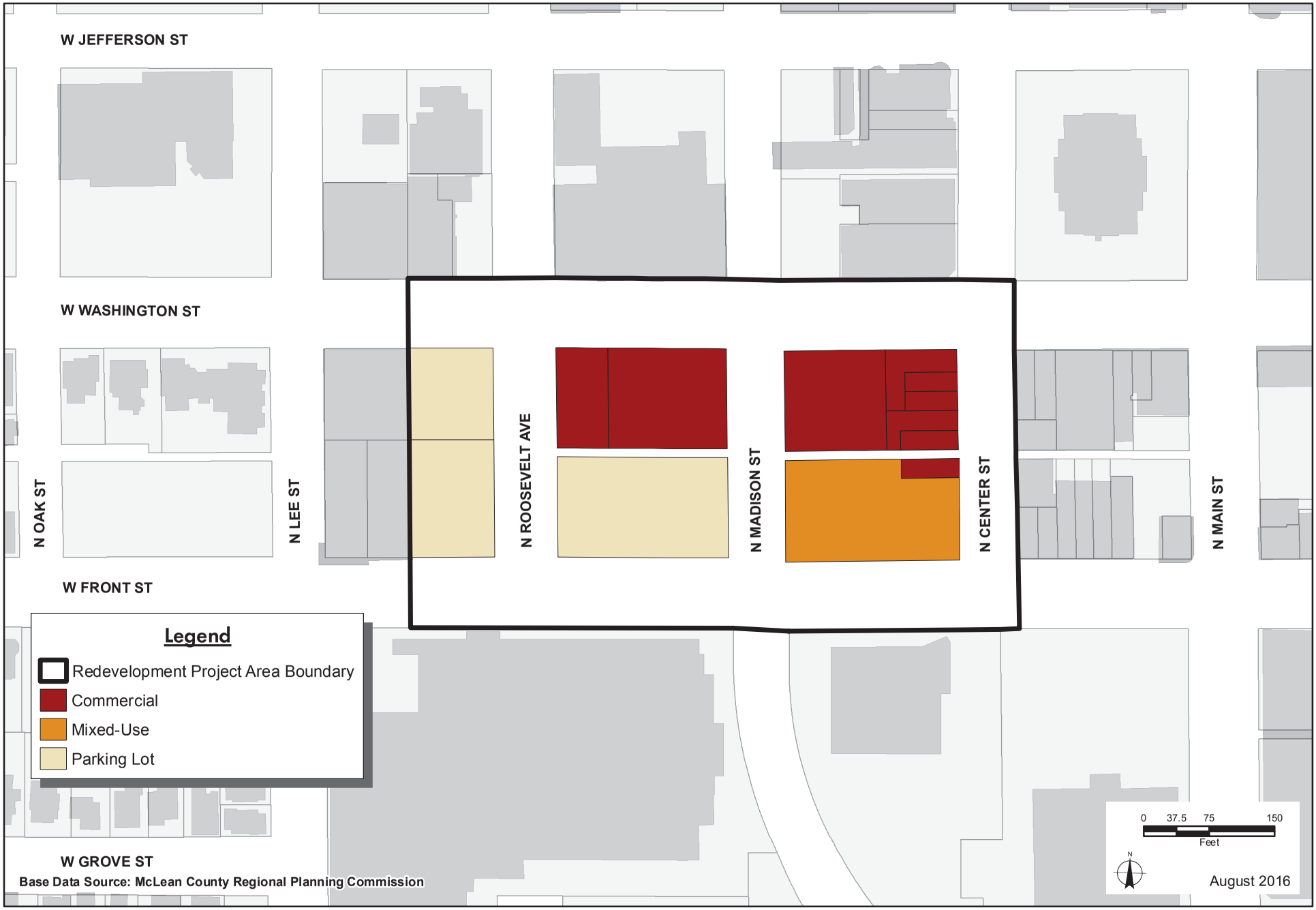

Exhibit B - Existing Land Use

Downtown-Southwest Redevelopment Project Area

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Exhibit C

SUMMARY OF BLIGHTING AND CONSERVATION AREA FACTORS

Downtown-Southwest Redevelopment Project Area
City of Bloomington, Illinois

	Total	%
No. of improved parcels	13	100%
No. of vacant parcels	0	0%
Total parcels	13	100%
No. of buildings	9	100%
No. of buildings 35 years or older	8	**89%**
No. housing units	18	
No. housing units occupied	0	
Sub-Area Count	3	100%
IMPROVED LAND FACTORS:		
No. of parcels with building and/or site improvements that are deteriorated	11	**85%**
Deteriorated street and/or sidewalk pavement (by Sub-Area)	3	**100%**
No. of dilapidated buildings	0	0%
No. of obsolete buildings	6	**67%**
No. of structures below minimum code	6	**67%**
No. of buildings lacking ventilation, light or sanitation facilities	2	22%
No. of building with illegal uses	nd [1]	
Approximate total building square footage	160,174	
Approximate vacant building square footage	135,731	**85%**
No. of parcels with excessive land coverage or overcrowding of structures	13	**100%**
Inadequate utilities (by Sub-Area)	3	**100%**
Deleterious land use or layout (by Sub-Area)	0	0%
Lack of community planning	0	0%
Declining and/or Sub-par EAV Growth	**YES**	

[1] Not determined.

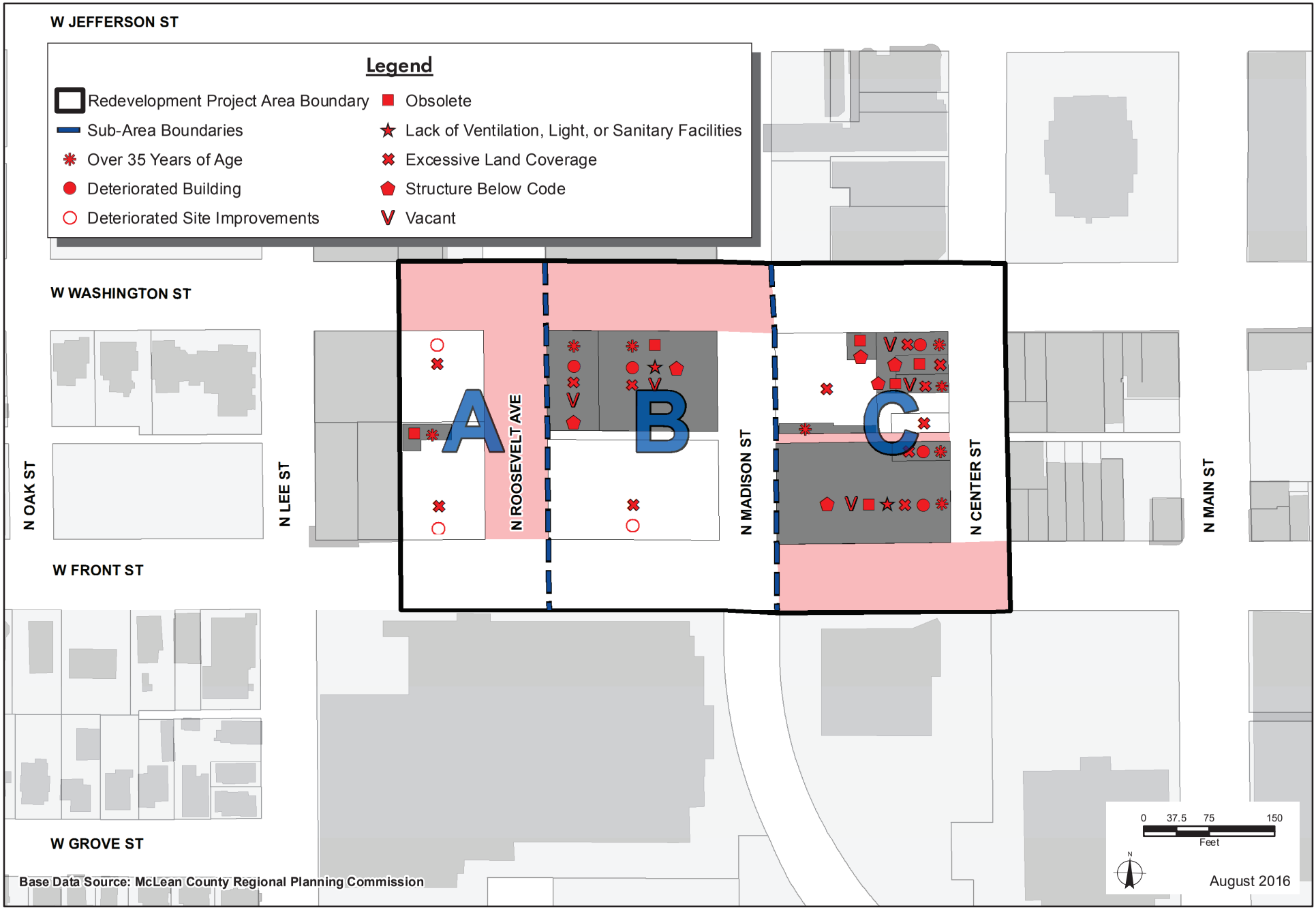

Exhibit D - Existing Conditions

Downtown-Southwest Redevelopment Project Area

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3. Former Elks Lodge Appraisal Report: " In our opinion, there is Functional Obsolescence attributable to the lack of windows and the cost to demolish all interior walls, fixtures, HVAC systems, repair the roof as needed, and address any mold or rust that may remain upon the structure following demolition" (Finch 16). [5]

Obsolete buildings, particularly from square footage standpoint, are predominant in Sub Areas B and C.

4. Summary of Findings Regarding Structures Below Minimum Code Standards:

The City's Building Official accompanied PGAV staff during the field survey on June 15th and conducted a brief inspection of all but the DUI Countermeasures building. Various code deficiencies were found in six of the nine (67%) buildings in the Area. Code deficiencies included electrical, plumbing, building items and lack of or non-functioning fire suppression sprinklers. In addition, ADA accessibility was determined to be lacking in the Front-N-Center building and the Commerce Bank buildings. ADA accessibility may be lacking in the other buildings in the Area, but was not confirmed.

Structures below minimum code standards are predominant in Sub Areas B and C.

5. Summary of Findings Regarding Excessive Vacancies: Of the approximate 160,000 square feet of building space within the Area, approximately 135,700 square feet (85%) are vacant. This is an excessive level of vacant building space. Five of the eight buildings in the Area have excessive vacancies as follows:

- Front N Center building 100% vacant
- Commerce Bank building:
  - Main (original) building 76% vacant
  - 3 story south addition 80% vacant
- Former Elks Lodge building 100% vacant
- Golden Rule building 47% vacant

Excessive vacancies are predominant in Sub Areas B and C.

6. Summary of Findings Regarding Excessive Land Coverage: All of the properties have excessive land coverage. Excessive land coverage is characterized by a large percentage of

[5] Finch, Brian A., MAI, and Paul R. Finch. Appraisal Report: Former Elks Lodge. Appraisal date May 25, 2016; report date July 11, 2016. Print. Prepared for City of Bloomington. Used with permission of Brian A. Finch.

building and paving coverage on each parcel. Little or no landscaping is provided, and there is an obvious lack of adequate off-street parking and loading areas. Excessive land coverage is clearly present within all three Sub Areas.

7. Summary of Inadequate Utilities: The City's Department of Public Works has determined that there are deficiencies in the combined sewers that serve the Area. They are some of the oldest sewers in the City dating back to the late 19th Century. The City has been systematically repairing and lining these sewers on a prioritized basis, including the repair and lining of the 24-inch combined sewer that runs south-north through the Area under N. Madison Street in June/July of this year. However, the existing 12-inch/18-inch combined sewers running west-east under W. Washington Street and 12-inch combined sewer running under W. Front Street have not been repaired and lined.

   In addition to the inadequate combined sewer system, the existing 4-inch water main under W. Front Street is substandard by todays water utility standards. Depending the actual redevelopment scheme and phasing, it may or may not be practical to tap into the existing 12-inch or 16-inch water main under W. Washington Street or the 10-inch water main under N. Madison Street. Absent these connection options, certain redevelopment projects may be able to tap into the 6-inch main under N. Center Street. If these options are not available, then the 4-inch main under W. Front Street will need to be upsized. Therefore, it would be prudent to plan for the replacement of the 4-inch main with a larger water main (size to be determined). These existing utilities within the Area are displayed on **Exhibit E**, **Existing Combined Sewers and Water Mains**.

   Of the seven fire hydrants in the Area, five are very old and should be required to be replaced when redevelopment projects take place. Such aged hydrants are regularly replaced by the City instead of being repaired when they break or leak.

8. Summary of Findings Regarding Declining or Lagging Rate of Growth of Total Equalized Assessed Valuation: This factor is applicable to vacant areas, as well as improved areas. The total equalized assessed valuation (EAV) for the Area has declined for three (3) out of the last five (5) years; has not kept pace with the balance of the City for five (5) out of the last five (5) years; and has not kept pace with the Consumer Price Index (CPI) for five (5) of the last five (5) calendar years. A comparison of EAV for the Area and the CPI is shown in **Exhibit F, Comparison of EAV Growth Rates (2010-2015)**.

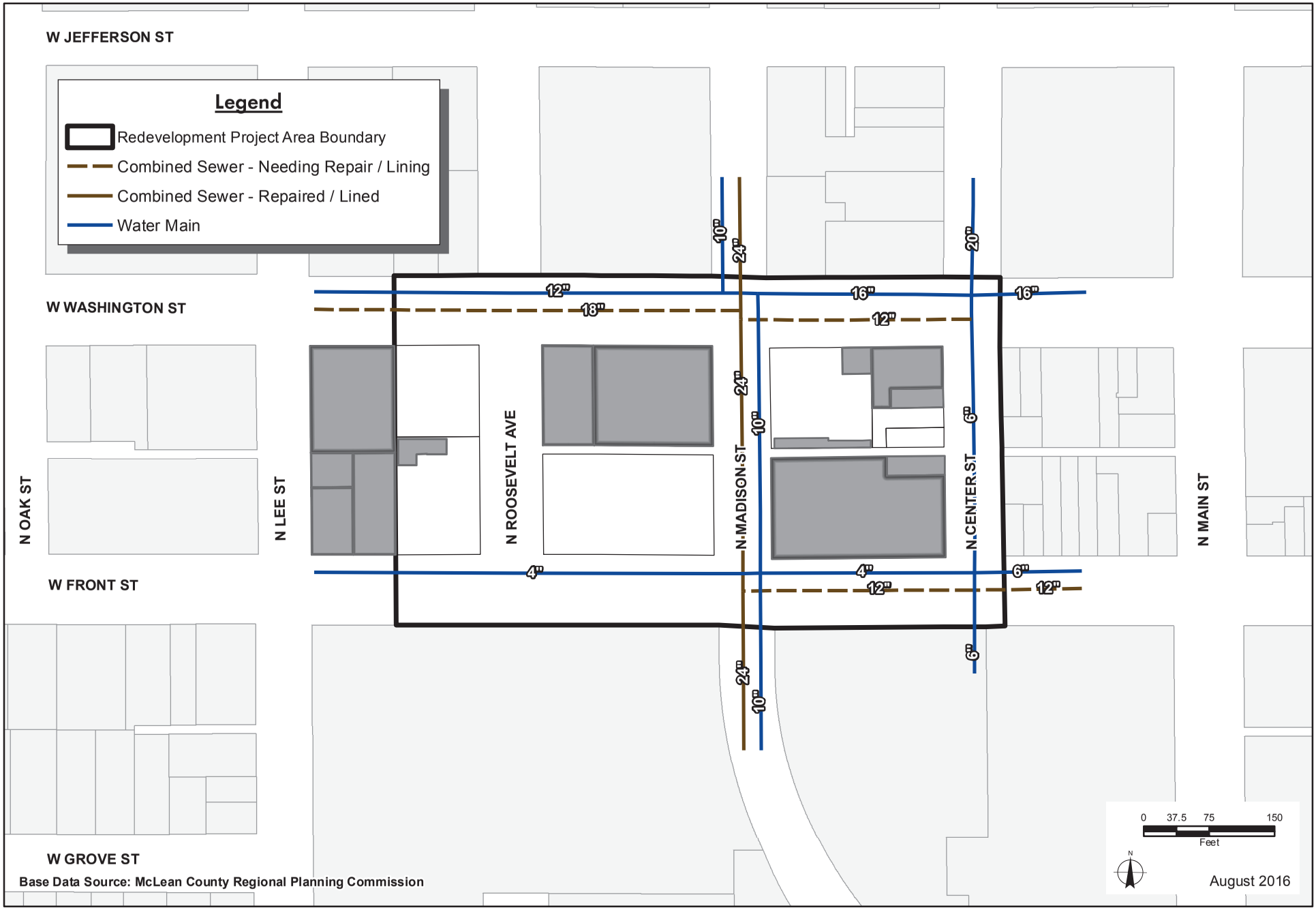

Exhibit E - Existing Combined Sewers and Water Mains

Downtown-Southwest Redevelopment Project Area

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To confirm that the Area's total EAV trends were distributed throughout the Area, the valuation trend was computed for each taxable parcel. **Exhibit G, Annual EAV Change by Parcel (2010-2015)**, illustrates the trend in value for each taxable parcel of real estate in the Area. This map shows that all of the taxable parcels declined at least four (4) out of the last five (5) years. Clearly, this factor is distributed throughout the Area.

Exhibit F
Comparison of EAV Growth Rates (2010-2015)
Downtown-Southwest Redevelopment Project Area
City of Bloomington, Illinois

Tax Year	EAV of Redevelopment Project Area	Balance of City [1]	Area Growth Rate Less Than Balance of City?	CPI [2]	Area Growth Rate Less Than CPI?
2010	$ 1,318,957	$ 1,797,845,602		218.056	
2011	$ 965,380	$ 1,799,168,902		224.939	
Annual Percent Change	-26.8%	0.1%	YES	3.2%	YES
2012	$ 943,918	$ 1,760,761,448		229.594	
Annual Percent Change	-2.2%	-2.1%	YES	2.1%	YES
2013	$ 756,824	$ 1,760,814,979		232.957	
Annual Percent Change	-19.8%	0.0%	YES	1.5%	YES
2014	$ 756,824	$ 1,794,718,629		236.736	
Annual Percent Change	0.0%	1.9%	YES	1.6%	YES
2015	$ 756,824	$ 1,810,861,534		237.017	
Annual Percent Change	0.0%	0.9%	YES	0.1%	YES

[1] Total City EAV minus EAV of Redevelopment Project Area.
[2] Consumer Price Index for All Urban Consumers. Source: U.S. Bureau of Labor Statistics

While the EAV trend analysis indicates an unhealthy trend in the tax base, the nominal property values are particularly low as well. Using the 2015 assessed values for all of the taxable properties within the Area, the aggregate fair market (appraised) value taxable real estate computes to be $2.27 million or an average of $14.27 per square foot of building space. By way of comparison, the State Farm building at 112 E. Washington has a fair market value of $49.73 per square foot (built in 1929). When isolating this analysis to the buildings containing the most blighting factors (Front N Center, Commerce Bank and the former Elks Lodge), the fair market value tumbles to $8.62 per square foot of building space. This group of buildings, which constitute 86% of the building space in the Area, generates only $20,217 in real property taxes for the Bloomington CUSD 87 (2015 tax year). That's $0.15 per square foot of building space in annual property tax revenue for the School District. The aforementioned State Farm building generates $0.85 per square foot of building space in annual property tax

revenue for the School District, or 5.7 times that generated by the Front N Center, Commerce Bank and former Elks Lodge properties combined.

E. Summary of Eligibility Factors for the Area

This study finds that the Area contains conditions that qualify it as a ***blighted area and a conservation area***. There are at least five blighting factors clearly present and reasonably distributed among the properties within Sub Areas B and C, as documented in Subsection D above and the photographs contained in Attachment C in the Appendix. Also, by virtue of all of the buildings in the Area being older than 35 years old, along with at least three blighting factors being present throughout the Area, it qualifies as a *conservation area*. The following summarizes the existence of the predominant blighting factors existing within the Area:

- ***Age*** – All but one of the nine buildings located in the Area are greater than 35 years old, which exceeds the statutory threshold of 50% (prerequisite for a "conservation area").

- ***Deterioration*** – Deteriorated buildings and/or site improvements are predominant in all three Sub Areas (11 of the 13 parcels within the entire Area).

- ***Obsolescence*** – Six of the nine buildings in the Area are obsolete constituting approximately 136,000 square feet or 85% of the total building space in the Area. Obsolescence is predominant in Sub Areas B and C.

- ***Excessive vacancies*** – 85% of the approximate 160,000 square feet of building space in the Area is vacant. This factor is predominant in Sub Areas B and C.

- ***Structures below minimum code standards*** – six of the nine buildings within the Area were determined by the City's Building Official to have code deficiencies.

- ***Excessive land coverage*** – All of the improved parcels in the Area have excessive land coverage. This factor is predominant in all three Sub Areas.

- ***Inadequate Utilities*** – The 12-inch and 18-inch combined sewers under W. Washington Street are over 100 years old and need to be repaired and lined. The 4-inch water main under W. Front Street is of inadequate size and should to be replaced with a larger diameter main to be determined based on needs of the redevelopment project(s).

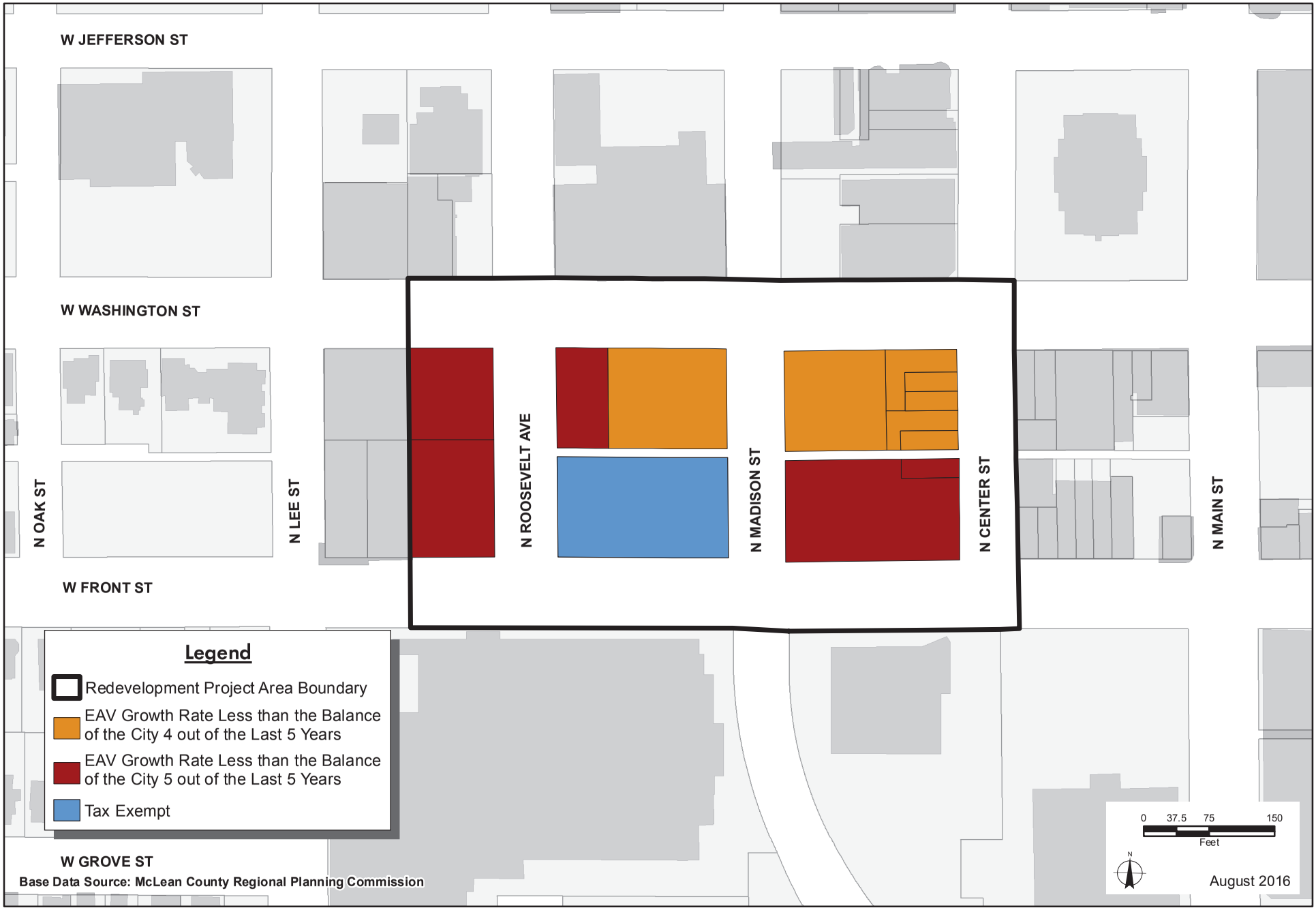

Exhibit G - Annual EAV Change by Parcel (2010-2015)

Downtown-Southwest Redevelopment Project Area

PGAV PLANNERS

City of Bloomington Illinois

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- ***Sub-par EAV trends*** – The Area's EAV has declined for three (3) out of the last (5) years; has not kept pace with the balance of the City for five (5) out of the last five (5) years; and has failed to keep pace with inflation for five (5) out of the last five (5) years.

This study finds that the Redevelopment Project Area contains conditions that qualifies the entire Area as a "conservation area" and a portion of it as a "blighted area", as these terms are defined in the TIF Act, and that these parcels will likely continue to exhibit blighted conditions or such conditions may lead to further blight without a program of intervention to induce private and public investment in the Area. The portions of Area meeting the blighted area definition includes the north half of Sub Area B and the entirety Sub Area C. These are the Sub Areas that include the Front N Center building, the former Elks Lodge and the Commerce Bank properties, with the latter being five parcels taken as a whole. These parcels make up approximately 53% of the total area of parcels located within the Area (net of street rights-of-way)

The qualifying conditions that exist are detrimental to the Area, as a whole, and the long-term interests of the taxing districts. The various projects contemplated in this tax increment program will serve to reduce or eliminate these deficiencies and ultimately lead to a stronger tax base for all overlapping taxing districts.

Therefore, it is concluded that public intervention is necessary because of the conditions documented herein and the lack of private investment in the Area. The City Council should review this analysis and, if satisfied with the findings contained herein, proceed with the adoption of these findings in conjunction with the adoption of the Redevelopment Plan and establishment of the Redevelopment Project Area.

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SECTION IV

REDEVELOPMENT PLAN

A. Introduction

This section presents the Redevelopment Plan and Project for the Downtown-Southwest Redevelopment Project Area. Pursuant to the Tax Increment Allocation Redevelopment Act, when the finding is made that an area qualifies as a conservation, blighted, combination of conservation and blighted areas, or industrial park conservation area, a Redevelopment Plan must be prepared. A **Redevelopment Plan** is defined in the TIF Act as "the comprehensive program of the municipality for development or redevelopment intended by the payment of redevelopment project costs to reduce or eliminate those conditions the existence of which qualified the Redevelopment Project Area as a 'blighted area' or 'conservation area' or combination thereof or 'industrial park conservation area', and thereby to enhance the tax bases of the taxing districts which extend into the Redevelopment Project Area".

B. General Land Uses to Apply

The proposed general land uses to apply to the Area include mixed-use development involving commercial and residential uses. The potential uses include:

- Residential
- Commercial (office, restaurant, retail)
- Hotel
- Public facilities (including transit and/or parking facilities)

C. Objectives

The objectives of the Redevelopment Plan are to:

1. Reduce or eliminate those conditions that qualify the Area as eligible for tax increment financing by carrying out the Redevelopment Plan.

2. Prevent the recurrence of blighting conditions.

3. Enhance the real estate tax base for the City and all overlapping taxing districts through the implementation and completion of the activities identified herein.

4. Encourage and assist private investment in the redevelopment of the Area through the provision of financial assistance as permitted by the TIF Act.

5. Provide for safe and efficient traffic circulation within the Area.

6. Complete all public and private actions required in this Redevelopment Plan in an expeditious manner.

D. Program Policies to Accomplish Objectives

The City determined that it is appropriate to provide limited financial incentives for private investment within the Area. It was determined, through redevelopment strategies previously utilized by the City and communications between prospective land buyers/developers and the City, that tax increment financing constitutes a key component of leveraging private investment within the Area. The City will incorporate appropriate provisions in any redevelopment agreement between the City and private investors to assure that redevelopment projects achieve the objectives stated herein and accomplish the various redevelopment projects described below.

E. Redevelopment Projects

To achieve the Plan objectives and the overall project proposed in the Plan, a number of public and private activities will need to be undertaken, including a combination of private developments and public investment in infrastructure improvements. Improvements and activities necessary to implement the Plan may include the following:

1. Private Redevelopment Activities:

a. *Building repairs, renovation and retrofitting existing buildings*. Improvements to existing contributing historic buildings is encouraged, including improvements to contributing historic buildings, if such improvements can be accomplished in a way that are physically and economically viable. These improvements may include the renovating/retrofitting of the now mostly vacant Commerce Bank building and further renovation and repairs to the Golden Rule building.

b. *Demolition of existing buildings*. Demolition of existing buildings, particularly obsolete buildings, is anticipated to advance private mixed-use redevelopment projects.

c. *Construction of private buildings*. Construction of new buildings is anticipated as part of private redevelopment projects.

2. Public Redevelopment Activities:

Public improvements and support activities will be used to induce and complement private investment in the Area. These may include, but are not limited to, the following activities:

a. *Land assembly and site preparation*. In order to facilitate redevelopment, it may be necessary for TIF to help finance land acquisition or to assist in site preparation, including building demolition, environmental remediation, and other steps to prepare sites for development.

b. *Public works improvements*: Improvements to streets and sidewalks, upsizing of water mains and replacement of old fire hydrants, repair and lining of sewers, installation of streetscape amenities such as landscaping, way finding signage, and other public space enhancements.

c. *Additional public parking.* Construction of a parking structure(s) to meet future parking demand in the Project Area.

d. *Marketing of properties and promoting development opportunities*. The City will help to promote the opportunities available for investment in the Area.

e. *Other programs of financial assistance as may be provided by the City*. The TIF Act defines eligible redevelopment project costs that are summarized in Section F below**.** The City's involvement with redevelopment activities may include all those authorized by the TIF Act, as needed.

3. Land Assembly, Displacement Certificate, and Relocation Assistance:

To achieve the objectives of the Plan, land assembly by the City and eventual conveyance to private entities may be necessary to attract private development interest. Therefore, property located within the Area may be acquired by the City or private parties, as necessary, to implement a specific public or private redevelopment project. Such property assembly may include the displacement of inhabited housing units located in the Area (see below).

Displacement Certificate:

There are no inhabited residential units located within the Area as of the date of fieldwork (June 15, 2016). Pursuant to Sections 11-74.4-3 (n) (5) and 11-74.4-4.1 (b) of the TIF Act, by adoption of this Redevelopment Plan by the City, the City hereby certifies that this Redevelopment Plan will not result in the displacement of more than nine (9) inhabited residential units.

F. Estimated Redevelopment Project Costs

The estimated costs associated with the eligible public redevelopment activities are presented in **Exhibit H**, on the following page, entitled **Estimated Redevelopment Project Costs**. This estimate includes reasonable or necessary costs incurred, or estimated to be incurred, in the implementation of this Redevelopment Plan. These estimated costs are subject to refinement as specific plans and designs are finalized and experience is gained in implementing this Redevelopment Plan and do not include public financing costs or interest payments that may be incurred in conjunction with redevelopment projects.

In addition to the proposed TIF funding, the City may seek the assistance of various State of Illinois Departments (Department of Transportation, Department of Commerce and Economic Opportunity, etc.), or appropriate agencies of the Federal Government to assist in funding site preparation, infrastructure, or other required projects or improvements. To the extent additional funds can be secured from the State of Illinois, or any Federal program or other public or private sources, the City may use such funding sources in furtherance of the Redevelopment Plan and Project.

G. Description of Redevelopment Project Costs

Costs that may be incurred by the City in implementing the Redevelopment Plan may include project costs and expenses as itemized in Exhibit G, subject to the definition of "redevelopment project costs" as contained in the TIF Act, and any other costs that are eligible under said definition included in the "Contingency" line item. Itemized below is the statutory listing of "redevelopment project costs" currently permitted by the TIF Act **[bold typeface added for emphasis]**. Note that some of the following narrative has been paraphrased (see full definitions in the TIF Act).

1. **Costs of studies, surveys, development of plans and specifications, wetland mitigation plans, implementation and administration of the Redevelopment Plan**, including but not limited to staff and professional service costs for architectural, engineering, legal, environmental, financial, planning or other services, subject to certain limitations:

    a. There are limitations on contracts for certain professional services with respect to term, services, etc.

    b. Annual administrative costs shall not include general overhead or administrative costs of the municipality that would still have been incurred by the municipality if the municipality had not designated a Redevelopment Project Area or approved a Redevelopment Plan.

c. Marketing costs are allowable if related to marketing sites within the Redevelopment Project Area to prospective businesses, developers and investors.

Exhibit G

ESTIMATED REDEVELOPMENT PROJECT COSTS
Downtown-Southwest Redevelopment Project Area
City of Bloomington, Illinois

Description	Estimated Cost
A. Public Works or Improvements *(Construction of public parking structure and other public improvements)*	$7,500,000
B. Property Assembly *(Acquisition of property, building demolition and site preparation)*	$2,600,000
C. Building Rehabilitation/Retrofit	$4,100,000
D. Relocation costs	$500,000
E. Taxing District Capital Costs	$100,000
F. Job Training	$100,000
G. Interest Costs Incurred by Developers *(30% of interest costs)*	$2,500,000
H. Planning, Legal & Professional Services	$500,000
I. General Administration	$200,000
J. Financing Costs	7,300,000
K. Contingency	$2,500,000
Total Estimated Costs	**$27,900,000**

Notes:

1. All costs shown are in 2016 dollars.
2. Adjustments may be made among line items within the budget to reflect program implementation experience.
3. Private redevelopment costs and investment are in addition to the above.
4. The total estimated redevelopment project costs shall not be increased by more than 5% after adjustment for inflation from the date of the Plan adoption, per subsection 11-74.4.5 (c) of the Act.

2. **Property assembly costs**, including but not limited to **acquisition of land** and other property, real or personal or interest therein, **demolition of buildings**, **site preparation**, site improvements that serve as an engineered barrier addressing ground level or below ground level environmental contamination, including but not limited to parking lots and other concrete or asphalt barriers, and the clearing and grading of land.

3. **Costs of rehabilitation**, reconstruction or repair or remodeling of **existing public or private buildings, fixtures and leasehold improvements**; and the cost of replacing an

existing public building if, pursuant to the implementation of a redevelopment project, the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment; including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification.

4. **Costs of the construction of public works or improvements**, including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification, except that on and after November 1, 1999, redevelopment project costs shall not include the cost of constructing a new municipal public building principally used to provide offices, storage space, or conference facilities or vehicle storage, maintenance, or repair for administrative, public safety, or public works personnel and that is not intended to replace an existing public building as provided under paragraph (3) of subsection (q) of Section 11- 74.4- 3 of the TIF Act unless either:

   a. the construction of the new municipal building implements a redevelopment project that was included in a Redevelopment Plan that was adopted by the municipality prior to November 1, 1999; or

   b. the municipality makes a reasonable determination in the Redevelopment Plan, supported by information that provides the basis for that determination, that the new municipal building is required to meet an increase in the need for public safety purposes anticipated to result from the implementation of the Redevelopment Plan.

5. **Cost of job training and retraining projects**, including the cost of "welfare to work" programs implemented by businesses located within the Redevelopment Project Area.

6. **Financing costs**, including but not limited to, all necessary and incidental expenses **related to the issuance of obligations** (see definition of "obligations" in the TIF Act), and which may include payment of interest on any obligations issued thereunder including interest accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding thirty-six (36) months thereafter, and including reasonable reserves related thereto.

7. To the extent the municipality by written agreement accepts and approves the same, all or a portion of a **taxing district's capital costs** resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the Redevelopment Plan and project.

8. **Relocation costs** to the extent that a municipality determines that relocation costs shall be paid or it is required to make payment of relocation costs by Federal or State law or in order to satisfy Subsection 11-74.4-3 (n) (7) of the TIF Act (re: federal Uniform Relocation Assistance and Real Property Acquisition Policies Act requirements).

9. **Payments in lieu of taxes** (not common; see definition in TIF Act).

10. **Costs of job training**, retraining, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, **incurred by one or more taxing districts**, provided that such costs:

    a. are related to the establishment and maintenance of additional job training, advanced vocational education or career education or career education programs for persons employed or to be employed by employers located in a Redevelopment Project Area; and

    b. when incurred by a taxing district(s) other than the municipality, are set forth in a written agreement between the municipality and the taxing district or taxing districts, which agreement describes the programs to be undertaken, including but not limited to the number of employees to be trained, a description of the training and services to be provided, the number and types of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the terms of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40 and 3-40.1 of the Public Community College Act, and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of the School Code.

11. **Interest costs incurred by a redeveloper** related to the construction, renovation or rehabilitation of a redevelopment project provided that:

    a. such costs are to be paid directly from the special tax allocation fund established pursuant to this TIF Act;

    b. such payments in any one year may not exceed 30% of the annual interest costs incurred by the redeveloper with regard to the redevelopment project during that year;

    c. if there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this paragraph, then the amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund;

    d. the total of such interest payments paid pursuant to the TIF Act may not exceed 30% of the total (i) cost paid or incurred by the redeveloper for the redevelopment project, plus

(ii) redevelopment project costs, excluding any property assembly costs and any relocation costs incurred by a municipality pursuant to the TIF Act;

12. Unless explicitly stated in the TIF Act, the cost of **construction of new privately owned buildings shall not be an eligible redevelopment project cost**.

13. **None of the redevelopment project costs enumerated above shall be eligible redevelopment project costs if those costs would provide direct financial support to a retail entity initiating operations in the Redevelopment Project Area, while terminating operations at another Illinois location within 10 miles of the Redevelopment Project Area but outside the boundaries of the Redevelopment Project Area municipality**. For purposes of this paragraph, termination means closing of a retail operation that is directly related to the opening of the same operation or like retail entity owned or operated by more than 50% of the original ownership in a Redevelopment Project Area; but it does not mean closing an operation for reasons beyond the control of the retail entity, as documented by the retail entity, subject to a reasonable finding by the municipality that the current location contained inadequate space, had become economically obsolete, or was no longer a viable location for the retailer or serviceman.

14. No cost shall be a redevelopment project cost in a redevelopment project area if used to demolish, remove, or substantially modify a historic resource, after August 26, 2008 (the effective date of Public Act 95-934), unless no prudent and feasible alternative exists. "Historic resource" for the purpose of this item (14) means

    a. place or structure that is included or eligible for inclusion on the National Register of Historic Places or

    b. contributing structure in a district on the National Register of Historic Places.

    This item (14) does not apply to a place or structure for which demolition, removal, or modification is subject to review by the preservation agency of a Certified Local Government designated as such by the National Park Service of the United States Department of the Interior.

SECTION V
OTHER FINDINGS AND REQUIREMENTS

A. Conformance with Comprehensive Plan

Development projects proposed to be undertaken in implementing this Redevelopment Plan conform to the City of Bloomington's "Comprehensive Plan 2035", adopted August 24, 2015. The Future Land Use Plan, as shown on Figure II-3 of this Comprehensive Plan designates the entire Area as "Mixed – Use". In addition, this TIF Plan is consistent with several of the stated objectives contained in the Downtown section of the Comprehensive Plan, including:

- D-1.1g – Prioritize mixed use development/redevelopment projects for the Downtown area.
- D-1.1h – Continue to develop, promote and provide incentives for property owners or developers to reinvest in Downtown.
- D-1.4a – Encourage inclusion of residential units in mixed use development.

B. Area, on the Whole, not Subject to Growth and Development

There has been very limited investment that would constitute as growth and development within the Area (e.g., recent renovation work on the DUI Countermeasures building that totaled $55,700 since 2009 based on the City's building permit records). The lack of Area-wide investment in growth and development is indicative, in part, by the fact that the tax base of the Area has fallen since 2010 by approximately $562,000 or minus 42.6% (see **Exhibit I**, **EAV Trends (2010-2015)**). For the Area as a whole, this trend is a bit deceptive. The six parcels of real estate comprising the Commerce Bank operations accounted for approximately 95% of this decline. Nonetheless, if these parcels were excluded from the trend analysis, the EAV for the Area has still declined by over 4% or an annualized decline of near 1.0%. Furthermore, the excessive building vacancies within the Area, as quantified in Section III of this Plan, reflects a lack of growth and investment. The evidence presented herein clearly shows that the Area, as a whole, lacks private investment. Significant private investment will be needed to achieve a level of revitalization that eliminates the blighting factors that are present and substantially elevate property values.

C. Would Not be Developed "but for" Tax Increment Financing

The City has found that the Area would not reasonably be developed without the use of tax increment revenues. The City further commits that such incremental revenues will be utilized for the development and revitalization of the Area as provided in the TIF Act. Underscoring the economic need for municipal financial assistance in the form of tax increment financing is the certainty that there will not be commitments for private development and revitalization without the City's

commitment to provide such municipal financial assistance. Even with public financial assistance, redevelopment projects will be a challenge. Furthermore, the eligibility factors documented in this Plan contribute to the "but for" argument. These conditions discourage private investment and will likely worsen as buildings continue to age further and building vacancies remain. The need for public financial assistance, including TIF, has been borne out several times over the past two years where the City has entertained redevelopment proposals from a broker/developer facilitator from East Peoria. Multiple redevelopment options have been presented to the City, all of which included requests for public financial assistance to make the projects financially feasible. The City also retained S.B. Friedman & Company of Chicago to evaluate one of the more recent proposals to develop a hotel and conference center within the Area. Their analysis of the proposal confirmed that a substantial financial feasibility gap does exist, albeit lower than what the developer was asking for in terms of public assistance.

Exhibit I
EAV Trends (2010-2015)
Downtown Southwest Redevelopment Project Area
City of Bloomington, Illinois

	2010	2015	Change	Percent	Annual Percent Rate
Redevelopment Project Area[1]	$ 1,318,957	$ 756,824	$ (562,133)	-42.62%	-10.51%
RPA (less Commerce Bank parcels)[2]	$ 632,047	$ 606,440	$ (25,607)	-4.05%	-0.82%
Balance of City[3]	$1,797,845,602	$1,810,861,534	$ 13,015,932	0.72%	0.14%
CPI - All Urban Consumers[4]	218.06	237.02	18.96	8.70%	1.68%

[1]Equalized Assessed Valuation (EAV) of the Redevelopment Project Area ("RPA").
[2]Value of Redevelopment Project Area less values associated with the 6 Commerce Bank parcels.
[3]City wide EAV minus the EAV of the Redevelopment Project Area.
[4]Consumer Price Index for All Urban Consumers. Source: U.S. Bureau of Labor Statistics.

D. Assessment of Financial Impact

The City finds that the Plan and Redevelopment Projects proposed by this Plan will not place significant additional demands on facilities or services for any local taxing body. Currently, police and fire services and facilities appear to be adequate for the foreseeable future. In addition, the City and Joint Review Board will monitor the progress of the TIF program and its future impacts on all local taxing districts. In the event significant adverse impacts are identified that increase demands for facilities or services in the future, the City will consider utilizing tax increment proceeds or other appropriate actions, to the extent possible, to assist in addressing the needs.

E. Estimated Date for Completion of the Redevelopment Projects

The estimated date for completion of the Redevelopment Project or retirement of obligations issued shall not be later than December 31st of the year in which the payment to the City Treasurer, as provided in subsection (b) of Section 11-74.4-8 of the TIF Act, is to be made with respect to ad valorem taxes levied in the 23rd calendar year after the year in which the ordinance approving the Area is adopted.

F. Most Recent Equalized Assessed Valuation

The most recent total EAV for the Area has been determined by the City to be $756,824, based on McLean County's 2015 tax year (payable 2016) property assessment data. A table with **Parcel Identification Numbers and 2015 EAV** is located in the **Appendix** as **Attachment E**. This is accompanied by a map showing the location of the parcels within the Redevelopment Project Area. After adoption of the TIF Plan, establishing the boundaries of the Redevelopment Project Area and adopting tax increment financing for said Area by the City Council, the City will make a request to the County Clerk of McLean County to certify the base EAV for each parcel of real estate located within the Area.

G. Redevelopment Valuation

Contingent on the adoption of this Plan and commitment by the City to the redevelopment program described herein, the City anticipates that the private redevelopment investment in the Area will increase the EAV of the Area by $6 to $8 million (2016 dollars) upon completion of the redevelopment projects.

H. Source of Funds

The primary source of funds to pay for redevelopment project costs associated with implementing this Plan shall be funds collected pursuant to tax increment financing to be adopted by the City. Under such financing, tax increment revenue resulting from an increase in the EAV of property in the Area shall be allocated to a special fund each year (the "Special Tax Allocation Fund"). The assets of the Special Tax Allocation Fund shall be used to pay redevelopment project costs and retire any obligations incurred to finance redevelopment project costs.

In order to expedite implementation of this Redevelopment Plan and construction of the public improvements, the City, pursuant to the authority granted to it under the TIF Act, may issue bonds or other obligations to pay for the eligible redevelopment project costs. These obligations may be secured by future revenues to be collected and allocated to the Special Tax Allocation Fund.

If available, revenues from other economic development funding sources, public or private, may be utilized. These may include State and Federal programs, local retail sales tax, applicable revenues

from any adjoining tax increment financing areas, and land disposition proceeds from the sale of land in the Area, as well as other revenues. The final decision concerning redistribution of yearly tax increment revenues may be made as part of a bond ordinance.

I. Nature and Term of Obligations

Without excluding other methods of City or private financing, the principal source of funding will be those deposits made into the Special Tax Allocation Fund of monies received from the taxes on the increased EAV (above the initial EAV) of real property in the Area. These monies may be used to reimburse private or public entities for the redevelopment project costs incurred or to amortize obligations issued pursuant to the TIF Act for a term not to exceed 20 years bearing an annual interest rate as permitted by law. Revenues received in excess of 100% of funds necessary for the payment of principal and interest on the bonds and not needed for any other redevelopment project costs or early bond retirements shall be declared as surplus and become available for distribution to the taxing districts to the extent that this distribution of surplus does not impair the financial viability of the any projects. One or more bond issues may be sold at any time in order to implement this Redevelopment Plan.

J. Fair Employment Practices and Affirmative Action

The City will insure that all private and public redevelopment activities are constructed in accordance with fair employment practices and affirmative action by any and all recipients of TIF assistance.

K. Reviewing and Amending the TIF Plan

This Redevelopment Plan may be amended in accordance with the provisions of the TIF Act. Also, the City shall adhere to all reporting requirements and other statutory provisions.

APPENDIX

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ATTACHMENT A

Bloomington City Council Ordinance No. 2016-43
Downtown-Southwest Redevelopment Project Area

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Ordinance No. 2016 - 43

AN ORDINANCE OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS PROVIDING FOR A FEASIBILITY STUDY AND PLAN WITH RESPECT TO THE DESIGNATION OF A CERTAIN AREA AS A TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA
(Downtown – Southwest)

WHEREAS, the City of Bloomington, McLean County, Illinois (the "*City*"), is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the Illinois Municipal Code, as from time to time supplemented and amended; and,

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1 et seq., as from time to time amended (the "*TIF Act*"), the Mayor and City Council of the City (the "*Corporate Authorities*") are empowered to undertake the development or redevelopment of a designated area within the municipal boundaries of the City in which existing conditions permit such area to be classified as a "blighted area" and / or "conservation area" as defined in Section 11.74.4-3(a) of the TIF Act; and,

WHEREAS, the legislative purpose of the TIF Act is to encourage development through the use of incremental tax revenues derived from an increase in assessed values in the eligible areas by assisting with development or redevelopment project costs, thereby eliminating adverse and detrimental conditions that erode the tax base both within an eligible area and adjacent to such area; and,

WHEREAS, on March 14, 2016, pursuant to Resolution No. 2016-09, the Corporate Authorities authorized a feasibility study of certain properties within the corporate boundaries of the City in order to determine the eligibility of said properties as a "redevelopment project area" pursuant to the provisions of the TIF Act which properties are generally within a three city block

area bounded by Washington Street to the north, N. Center Street to the east, Front Street to the south and N. Lee Street to the west (the "Area") as shown on the map attached hereto and made a part hereof by reference as Exhibit A; and,

WHEREAS, the Corporate Authorities have determined that Peckham Guyton Albers & Viets possess the necessary skills and experience to determine if the Area qualifies as a "redevelopment project area" under the TIF Act and to prepare a redevelopment plan and desires to authorize Peckham Guyton Albers & Viets to undertake a feasibility study and to prepare such reports as required with respect to the eligibility of the Area as a tax increment financing redevelopment project area.

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

Section 1. The foregoing recitals are incorporated and made a part of this Ordinance as if fully set forth in this Section.

Section 2. The City Manager is directed to authorize Peckham Guyton Albers & Viets to undertake a feasibility study to determine the eligibility of the Area as a "redevelopment project area" under the TIF Act; and, to prepare a report with respect to the eligibility of the Area under the Act; and, to prepare a plan for development and redevelopment incorporating all of the matters required by the TIF Act. The City Manager are further authorized to execute and deliver any and all documents as deemed necessary to accomplish said tasks.

Section 3. The purpose of the report and plan is to allow the City to consider adoption of the TIF Act in order to enhance its tax base as well as the tax base for any other taxing district that has jurisdiction, provide new job opportunities for its residents, attract sound and stable commercial growth, and improve the general welfare and prosperity of the community. Pursuant

to the TIF Act, once the City adopts tax increment financing, all real estate tax revenue attributable to any increase in the assessment of property included in the redevelopment project area is distributed to the City for reinvestment in the respective Area for certain purposes permitted by the TIF Act.

Section 4. The City hereby agrees to reimburse itself for the costs incurred in connection with all studies and reports for the Area in the event the TIF Act is adopted by the City and incremental real estate taxes are available for payment of such costs pursuant to the TIF Act.

Section 5. The Corporate Authorities may consider paying for certain redevelopment project costs, as defined by the TIF Act, from incremental real estate taxes in the Special Tax Allocation Fund, as defined by the TIF Act, established for the Area through the issuance of bonds, in the event the TIF Act is adopted. Such redevelopment project costs may include costs of studies, surveys, plans, architectural and engineering services, acquisition of land, rehabilitation of existing buildings, construction of public works, bond issuance costs, and such other items as permitted by the TIF Act.

Section 6. The City Clerk shall cause copies of this Ordinance to be mailed by certified mail or delivered by messenger to all taxing districts that would be affected by such designation in accordance with the provisions of Section 11-74.4-4.1 of the TIF Act, and that the municipal officer who can be contacted for any and all questions, comments, suggestions, or requests for information be directed to:

Austin Grammer,
Economic Development Coordinator
City of Bloomington
115 East Washington Street, Suite 201
Bloomington, IL 61702-3157
Office: 309-434-2226

Section 7. This Ordinance shall be in full force and effect from and after its passage and approval.

ADOPTED this 9th day of May 2016, pursuant to a roll call vote as follows:

AYES: 8 (Aldermen Mwilambwe, Sage, Schmidt, Painter, Buragas, Black, Hauman, Fruin)

NAYS: 1 (Alderman Lower)

ABSENT: 0

APPROVED by me this 9th day of May, 2016.

CITY OF BLOOMINGTON

Tari Renner, Mayor

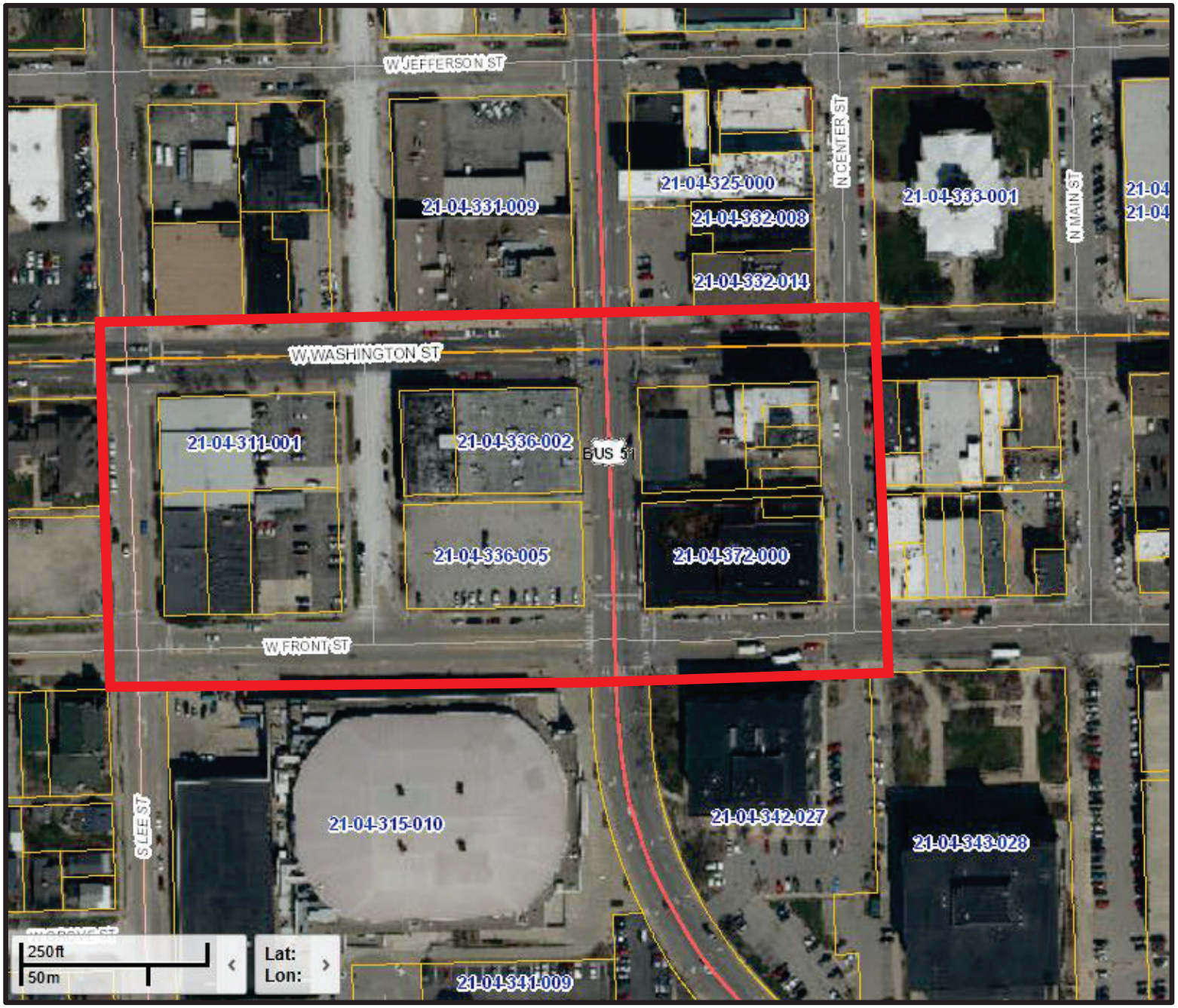
ATTEST

Cherry L. Lawson, City Clerk

EXHIBIT A

Map of proposed Downtown – Southwest TIF Study Area

Exhibit A: Downtown – Southwest TIF Study Area



ATTACHMENT B

Boundary Description
Downtown-Southwest Redevelopment Project Area

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4018.89
JS
8/2/16

Legal Description
Downtown-Southwest Redevelopment Project Area

A part of the SW¼ of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the point of intersection of the north right of way line of West Washington Street and the east right of way line of North Center Street, being the southwest corner of Lot 40 in the Original Town of Bloomington; thence South on the east right of way line of said North Center Street and the southerly extension thereof to the south right of way line of West Front Street; thence West on the south right of way line of said West Front Street to the point of intersection with the southerly extension of the west line of Parcel 3 as described in a Trustee's Deed recorded as Document No. 2015-15491 in the McLean County Recorder of Deeds Office; thence North on said southerly extension, the west line of said Parcel 3 and the northerly extension thereof to the north right of way line of said West Washington Street; thence East on said north right of way line to the Point of Beginning.

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ATTACHMENT C

Existing Conditions Photos

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PHOTOGRAPHS OF EXISTING CONDITIONS

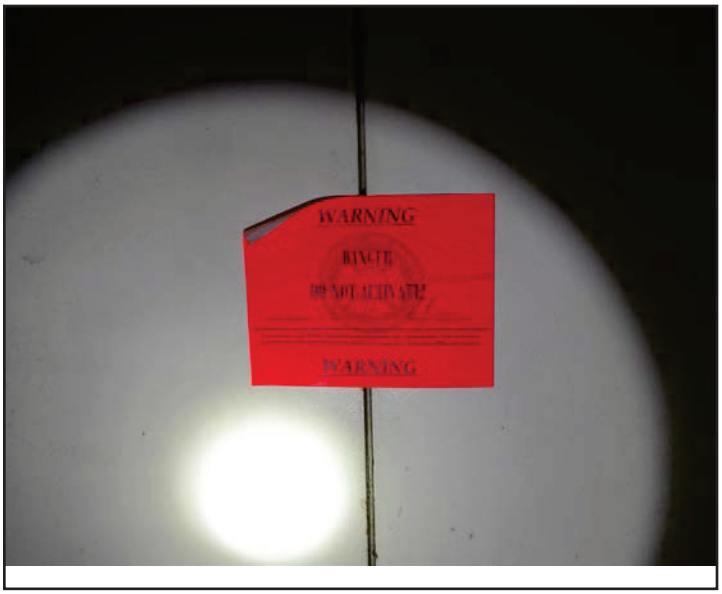
Downtown-Southwest Redevelopment Project Area

On June 15th, 2016 PGAV PLANNERS staff conducted a field review of the properties and improvements located inside the Downtown-Southwest Redevelopment Project Area (the "Area"). The following pages contain a series of photographs taken during this site visit, which PGAV PLANNERS believes to be representative of the conditions of the Area.

102 North Center Street (Front N Center Building)

The following pages contain pictures of interior and exterior conditions found at 102 North Center Street.

The Front N Center Building is in the heart of downtown Bloomington and is completely vacant.



The elevators in the Front N Center Building have been removed from service.

The ceiling on the ground floor of the Front N Center Building is deteriorated. (1st Floor)

Floor tiles have became dislodged inside of the Front N Center Building. The flooring is suspect for containing asbestos. (1st Floor)

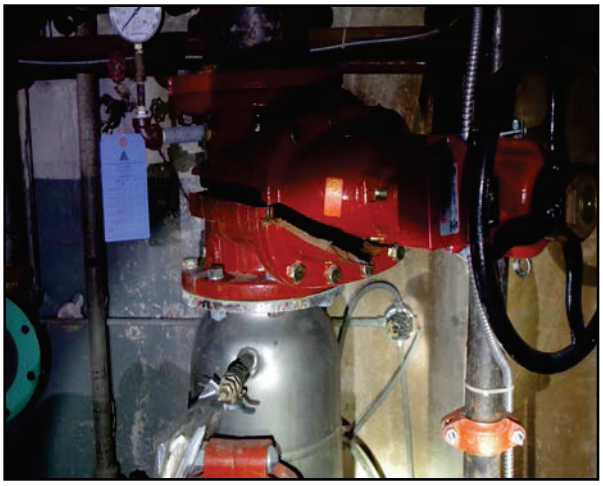
102 North Center Street (Front N Center Building) (cont'd)

Left & Right: Water damage to the interior of the Front N Center Building has led to the plaster ceiling collapsing. (Lower Level)

Left: Standing water in the room containing the main electrical service. (Lower Level)

Left: Broken glass on the floor of the Front N Center Building. (Lower Level)

Right: The water main supply in the Front N Center Building is severely damaged and inoperable. (Lower Level)



102 North Center Street (Front N Center Building) (cont'd)

Left: Standing water in the lower level of the Front N Center building.

Right: Rear loading doors accessing the lower level of Front N Center do not seal the building from the weather or rodents.

Right: Water damaged floor tiles that have become loose. (2nd Floor)

Left & Right: The wood floor in the Front N Center building is buckling. (1st Floor)

102 North Center Street (Front N Center Building) (cont'd)

Left: The wood floor on the second story of the Front N Center Building is buckling.

Right: Warped and water damaged tiles on the second story of the Front N Center Building. Note: underlying wood floor is buckling.

Left: The plaster ceiling on the second floor of the Front N Center Building has almost completely collapsed.

Right: Water damage to the upper floor apartments on the Front N Center Building.

Left: Water damage to the upper floor apartments on the Front N Center Building.

Right: Standing water on the roof of the Front N Center Building.

102 North Center Street (Front N Center Building) (cont'd)

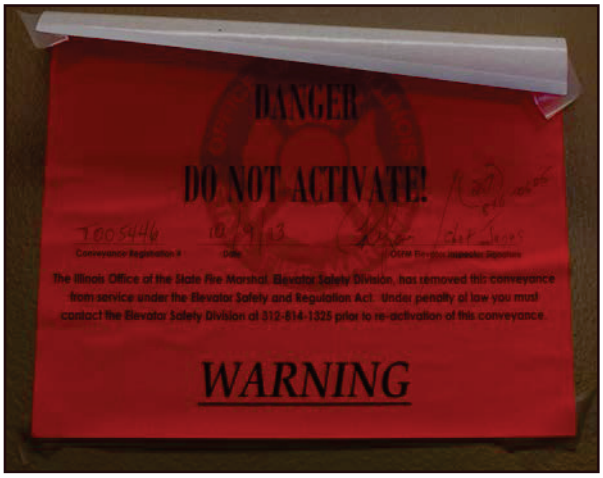
Left: Water damage to the upper floor apartments on the Front N Center Building.

Right: The bricks and mortar on the upper level of the Front N Center Building are deteriorated.

Right: Rusted and inoperable HVAC equipment on the roof of the Front N Center Building.

120 North Center Street (Commerce Bank Building)

The following pages contain pictures of interior and exterior conditions found at 120 North Center Street.



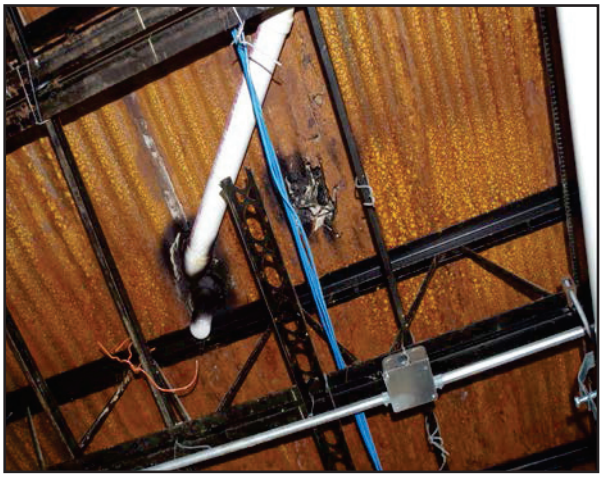
Left: The elevators in the Commerce Bank Building have been removed from service.

Right: Water penetrating the basement ceiling of the Commerce Bank Building has resulted in the formation of mineral stalactites.

120 North Center Street (Commerce Bank Building) (cont'd)

Left: The Commerce Bank Building located at 120 North Center Street is mostly vacant.

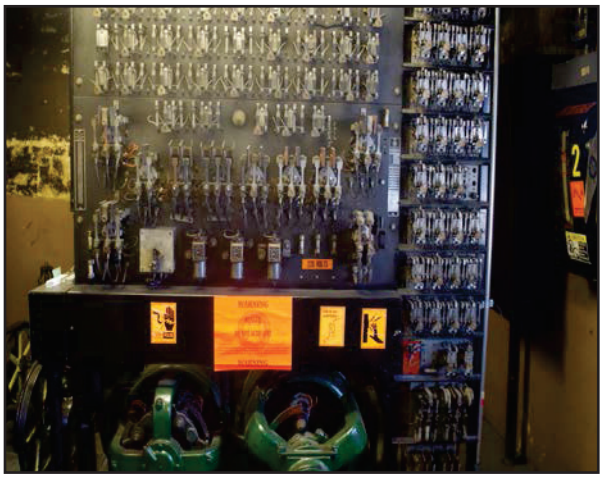
Right: The corrugated metal roof enclosing the HVAC system is rusted.



Right: Discolorations to the floor of the Commerce Bank Building due to a leaking radiant heater.

Left & Right: The basement ceiling in the Commerce Bank Building has substantial water damage. Note: the crumbling concrete is exposing the steel reinforcing.

120 North Center Street (Commerce Bank Building) (cont'd)



Left: The elevator controller in the Commerce Bank Building isn't covered, presenting a risk of shock if power is turned on.

Right: The finish on the exterior of the bricks is peeling off, spalling the face of the bricks with it. (Commerce Bank Building)

110 North Madison Street (Former Elks Lodge)

The following pages contain pictures of interior and exterior conditions found at 110 North Madison Street.

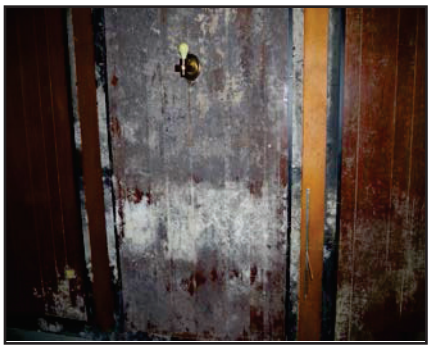
Left: The former Elks Lodge at 110 North Madison is completely vacant.

Right: Mold on the floor and wall of the former Elks Lodge.

Left: Mold on the ceiling of the former Elks Lodge.

Right: Ceiling tiles in the former Elks Lodge are collapsing due to water damage.

110 North Madison Street (Former Elks Lodge) (cont'd)



Above: Mold and evidence of water damage on the interior of the former Elks Lodge Building.

Below: Water on the floor of the former Elks lodge due to roof leaks.

Below: Water damage around the roof access of the former Elks Lodge.

Below: The interior wood floor of the former Elks lodge is buckling.

Left: The front door on the former Elks Lodge is rusted exposing exterior elements and allowing access for rodents.

Right: The exterior coating and bricks on the former Elks Lodge are deteriorated.

316 West Washington Street (Golden Rule Building)

This page contains pictures of interior and exterior conditions found at 316 West Washington Street.

Left: Standing water in the basement of the Golden Rule Building.

Right: Water damage to the ceiling in the attic of the Golden Rule Building.

Left: Water damage to the interior of the Golden Rule Building.

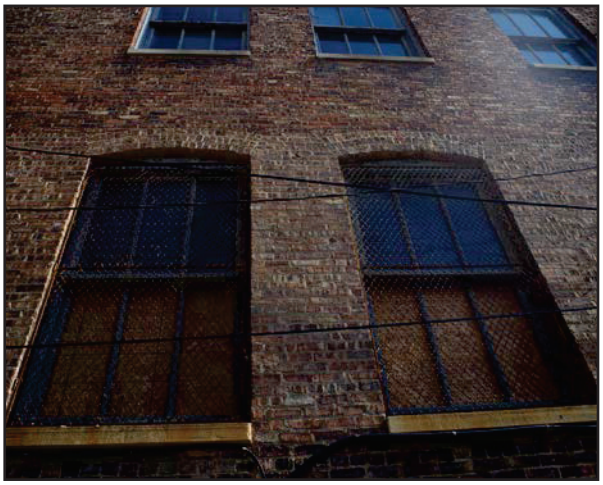
Right: The chimney on the Golden Rule Building is deteriorated and in need of tuckpointing.

110 North Center Street (DUI Countermeasures, Inc Office Building)

This page contains pictures of the exterior conditions found at 110 N. Center Street.

Left: Moss growing on the side of 110 N. Center next to a missing downspout.

Right: Boarded up windows on 110 N. Center.



Parking Lot and Right-of-Way Conditions

This page contains pictures of parking lots and right-of-ways found throughout the area.

Above: The parking lot at 301 W. Front has deteriorated pavement.

Below: The sidewalk along Front St., between Madison and Center, is deteriorated.

Above: The parking lot in the rear of 402 W. Washington is deteriorated.

Below: The sidewalk and curbing along N. Roosevelt are deteriorated.

Above: The paving in the parking lots covers the entire parcel, not meeting landscaping requirements.

Below: Deteriorated pavement and curbing along N. Center Street.

Left: A deteriorated alley between N. Center St and N. Madison St.

Right: The edge of the pavement along N. Roosevelt is deteriorated.

ATTACHMENT D

Parcel Identification Numbers, Property Owner & 2015 EAV

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Property Identification Number (PIN) List & 2015 EAV

Downtown - Southwest Redevelopment Project Area

City of Bloomington, Illinois

Map Locator No.	Parcel ID No. (PIN)	Property Owner	2015 EAV
1	21-04-311-001*	JRH REVOCABLE LIVING TRUST	$ 20,717
2	21-04-311-004	JRH REVOCABLE LIVING TRUST	$ 46,490
3	21-04-336-001	SUSAN TEMPLE	$ 279,817
4	21-04-336-002	CONSOLIDATED PROPERTIES (Huff)	$ 80,016
5	21-04-336-005	CITY OF BLOOMINGTON	$ -
6	21-04-337-001	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 28,717
7	21-04-337-002	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 74,000
8	21-04-337-003	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 3,667
9	21-04-337-004	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 36,666
10	21-04-337-005	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 3,667
11	21-04-337-006	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 3,667
12	21-04-337-007	GARY MORRIS	$ 17,877
13	21-04-372-001	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 4,608
13	21-04-372-002	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 1,540
13	21-04-372-003	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 1,812
13	21-04-372-004	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 6,154
13	21-04-372-005	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 2,089
13	21-04-372-006	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 1,718
13	21-04-372-007	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 1,718
13	21-04-372-008	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 1,331
13	21-04-372-009	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 1,641
13	21-04-372-010	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 2,031
13	21-04-372-011	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 2,703
13	21-04-372-012	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 2,703
13	21-04-372-013	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 2,389
13	21-04-372-014	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 771
13	21-04-372-015	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 5,228
13	21-04-372-016	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 1,826
13	21-04-372-017	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 1,086
13	21-04-372-018	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 1,699
13	21-04-372-019	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 2,766
13	21-04-372-020	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 2,766
13	21-04-372-021	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 2,526
13	21-04-372-022	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 7,513

13	21-04-372-023	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$	16,508
13	21-04-372-024	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$	4,707
13	21-04-372-025	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$	1,294
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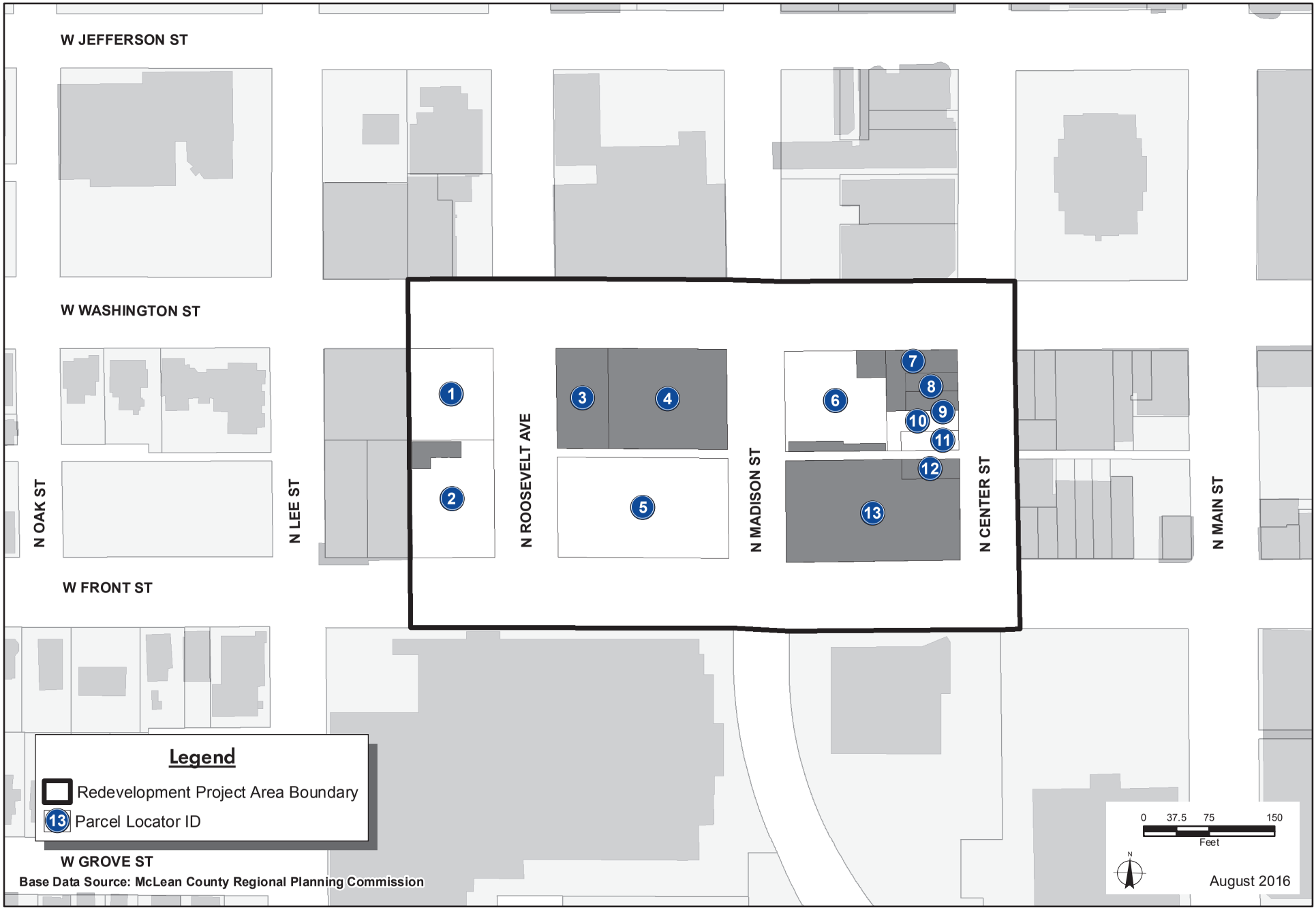
13	21-04-372-029	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$	2,619
13	21-04-372-030	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$	3,007
13	21-04-372-031	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$	4,385
13	21-04-372-032	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$	4,310
13	21-04-372-033	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$	2,887
13	21-04-372-034	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$	2,082
13	21-04-372-035	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$	3,246
13	21-04-372-036	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$	3,523
13	21-04-372-037	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$	4,752
13	21-04-372-038	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$	4,560
13	21-04-372-039	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$	819
13	21-04-372-040	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$	2,367
13	21-04-372-041	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$	4,236
13	21-04-372-042	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$	4,271
13	21-04-372-043	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$	4,022
13	21-04-372-044	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$	2,575
13	21-04-372-045	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$	4,256
13	21-04-372-046	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$	3,292
13	21-04-372-047	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$	4,600
13	21-04-372-048	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$	4,493
13	21-04-372-049	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$	969
		TOTAL		**$756,824**

* Only eastern half of parcel located in Project Area. Value reflects apportionment of land at 50% of total.



Parcel Locator

Downtown-Southwest Redevelopment Project Area

PGAV PLANNERS

City of Bloomington Illinois

Ordinance No. 2016-_____

AN ORDINANCE OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, DESIGNATING THE PROPOSED DOWNTOWN-SOUTHWEST REDEVELOPMENT PROJECT AREA, A REDEVELOPMENT PROJECT AREA PURSUANT TO THE TAX INCREMENT ALLOCATION REDEVELOPMENT ACT

WHEREAS, it is desirable and in the best interests of the citizens of the City of Bloomington, McLean County, Illinois (the "*Municipality*"), for the Municipality to implement tax increment allocation financing pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1, *et seq.* (the "*TIF Act*"), for a redevelopment plan as set forth in the *Tax Increment Financing Redevelopment Plan Downtown-Southwest Redevelopment Project Area* (the "*Plan*") within the municipal boundaries of the Municipality and within a proposed redevelopment project area (the "*Area*"), described in *Section 1* of this Ordinance; and,

WHEREAS, the Mayor and City Council of the Municipality (collectively, the "*Corporate Authorities*") have heretofore by ordinance adopted and approved the Plan, which Plan was identified in such Ordinance and was the subject, along with the Area designation hereinafter made, of a public hearing held on the 10th day of October, 2016, at the Bloomington City Hall, 109 East Olive Street, Bloomington, Illinois, and it is now necessary and desirable to designate the Area as a "redevelopment project area" pursuant to the TIF Act.

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

***Section 1*: *Area Designated*.** The Area, as described in *Exhibit A*, attached hereto and incorporated herein as if set out in full by this reference, is hereby designated as a redevelopment project area pursuant to Section 11-74.4-4 of the TIF Act. The map of the Area showing the street

location is depicted in *Exhibit B*, attached hereto and incorporated herein as if set out in full by this reference.

Section 2: Determination of Total Initial Equalized Assessed Valuation; Parcel Identification Numbers Identified. It is hereby expressly found and determined that the year the County Clerk of the County of McLean, Illinois (the "*County Clerk*"), shall use for determining the total initial equalized assessed valuation of the Area is tax year 2015. It is further hereby expressly found and determined that the list of the parcel tax identification numbers for each parcel of property included in the Area, listed in *Exhibit C*, attached hereto and incorporated herein, is a true, correct, and complete list of said numbers for said parcels of property.

Section 3: Transmittal to County Clerk. The City Clerk is hereby expressly directed to transmit to the County Clerk a certified copy of this Ordinance, which includes a legal description of the Area, a map of the Area, identification of the year that the County Clerk shall use for determining the total initial equalized assessed value of the Area, and a list of the parcel tax identification numbers for each parcel of property included in the Area.

Section 4: Invalidity of Any Section. If any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 5: Superseder and Effective Date. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are repealed to the extent of such conflict, and this Ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and approval as provided by law.

Passed this _____ day of _____, 2016.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2016.

_____
Mayor

Attest:

_____
City Clerk

Published in pamphlet form:

_____, 2016

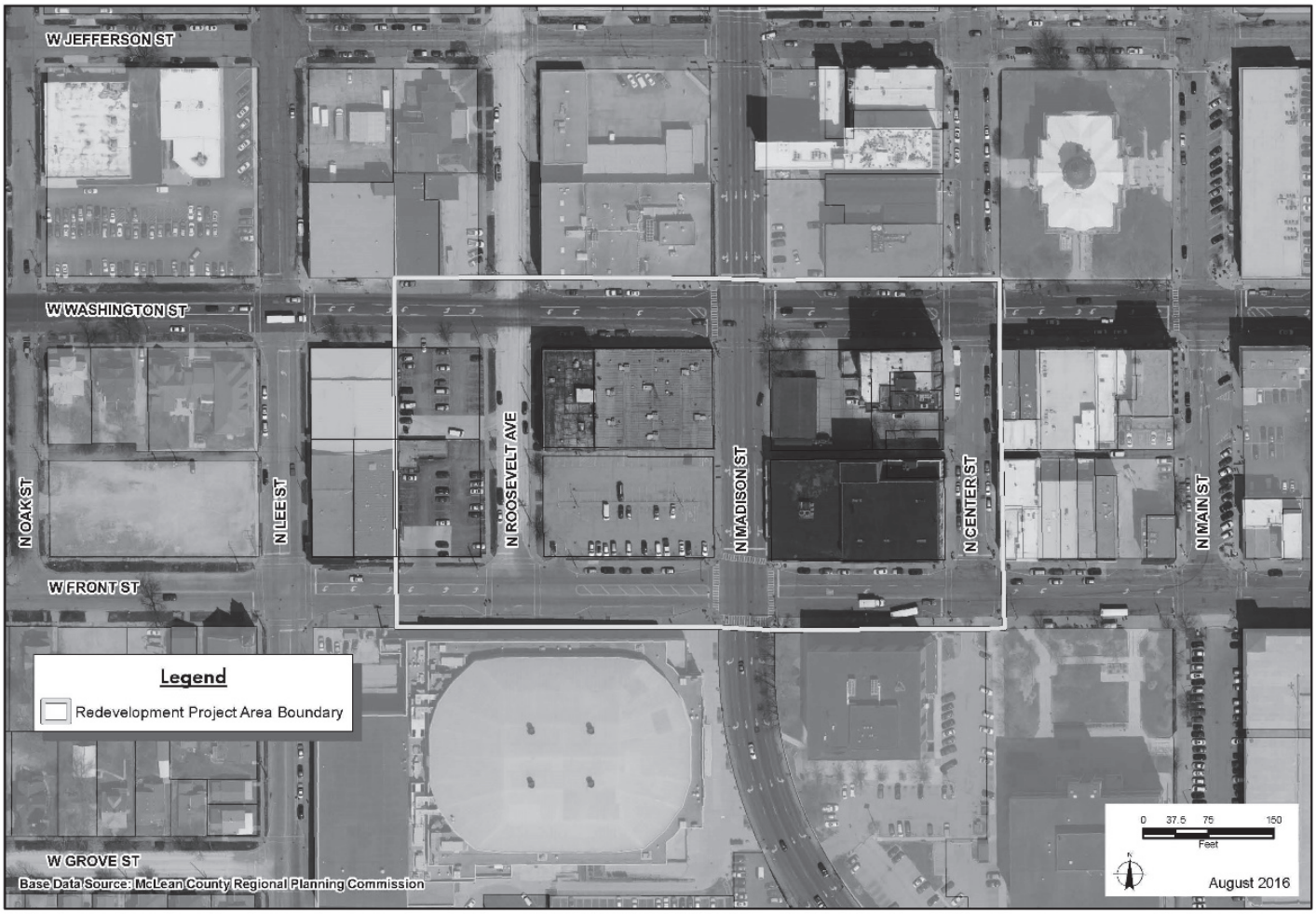
Exhibit A

Legal Description
Downtown-Southwest Redevelopment Project Area

A part of the SW¼ of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the point of intersection of the north right of way line of West Washington Street and the east right of way line of North Center Street, being the southwest corner of Lot 40 in the Original Town of Bloomington; thence South on the east right of way line of said North Center Street and the southerly extension thereof to the south right of way line of West Front Street; thence West on the south right of way line of said West Front Street to the point of intersection with the southerly extension of the west line of Parcel 3 as described in a Trustee's Deed recorded as Document No. 2015-15491 in the McLean County Recorder of Deeds Office; thence North on said southerly extension, the west line of said Parcel 3 and the northerly extension thereof to the north right of way line of said West Washington Street; thence East on said north right of way line to the Point of Beginning.

Exhibit B

Downtown-Southwest Redevelopment Project Area Boundary Map



STATE OF ILLINOIS)
) SS.
COUNTY OF MCLEAN)

CERTIFICATE

I, Cherry Lawson, City Clerk of the City of Bloomington, County of McLean and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No._____:

"AN ORDINANCE OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, DESIGNATING THE PROPOSED DOWNTOWN-SOUTHWEST REDEVELOPMENT PROJECT AREA, A REDEVELOPMENT PROJECT AREA PURSUANT TO THE TAX INCREMENT ALLOCATION REDEVELOPMENT ACT,"

which was adopted by the Mayor and City Council of the City of Bloomington on the _____ day of _____, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Bloomington this _____ day of _____, 2016.

_____
Cherry Lawson, City Clerk

Property Identification Number (PIN) List & 2015 EAV

Downtown - Southwest Redevelopment Project Area

City of Bloomington, Illinois

Map Locator No.	Parcel ID No. (PIN)	Property Owner	2015 EAV
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2	21-04-311-004	JRH REVOCABLE LIVING TRUST	$ 46,490
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13	21-04-372-022	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 7,513

EXHIBIT C (Page 2 of 2)

13	21-04-372-023	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$	16,508
13	21-04-372-024	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$	4,707
13	21-04-372-025	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$	1,294
13	21-04-372-026	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$	3,728
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13	21-04-372-034	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$	2,082
13	21-04-372-035	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$	3,246
13	21-04-372-036	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$	3,523
13	21-04-372-037	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$	4,752
13	21-04-372-038	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$	4,560
13	21-04-372-039	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$	819
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13	21-04-372-046	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$	3,292
13	21-04-372-047	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$	4,600
13	21-04-372-048	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$	4,493
13	21-04-372-049	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$	969
		TOTAL		**$756,824**

* Only eastern half of parcel located in Project Area. Value reflects apportionment of land at 50% of total.

Ordinance No. 2016-_____

AN ORDINANCE OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, ADOPTING TAX INCREMENT ALLOCATION FINANCING FOR THE DOWNTOWN-SOUTHWEST REDEVELOPMENT PROJECT AREA

WHEREAS, it is desirable and in the best interests of the citizens of the City of Bloomington, McLean County, Illinois (the "*Municipality*"), for the Municipality to adopt tax increment allocation financing pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1, *et seq.* (the "*TIF Act*"); and,

WHEREAS, pursuant to the TIF Act, the Mayor and City Council of the Municipality (collectively, the "*Corporate Authorities*") have heretofore approved the Downtown-Southwest Redevelopment Plan for the Downtown-Southwest Redevelopment Project Area (the "*Plan*") as required by the TIF Act by passage of an ordinance and have heretofore designated the Downtown-Southwest Redevelopment Project Area (the "*Area*") as required by the TIF Act by passage of an ordinance and have otherwise complied with all other conditions precedent required by the TIF Act.

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

Section 1: Tax Increment Financing Adoption. The TIF Act is hereby adopted to pay redevelopment project costs, as defined in the TIF Act and as set forth in the Plan, within the Area, as legally described in *Exhibit A*, attached hereto and incorporated herein. The map of the Area showing the street location is depicted in *Exhibit B*, attached hereto and incorporated herein as if set out in full by this reference.

Section 2: Allocation of Ad Valorem Taxes. Pursuant to the TIF Act, the ad valorem taxes, if any, arising from the levies upon taxable real property in the Area as listed in *Exhibit C* attached hereto and incorporated herein, by taxing districts and tax rates determined in the manner provided in Section 11-74.4-9(c) of the TIF Act each year after the effective date of this Ordinance until the project costs and obligations issued in respect thereto have been paid, shall be divided as follows:

(a) That portion of taxes levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the lower of the current equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract, or parcel of real property in the Area, shall be allocated to and when collected shall be paid by the county collector to the respective affected taxing districts, in the manner required by law in the absence of the adoption of tax increment allocation financing.

(b) That portion, if any, of such taxes which is attributable to the increase in the current equalized assessed valuation of each lot, block, tract, or parcel of real property in the Area over and above the initial equalized assessed value of each property in the Area, shall be allocated to and when collected shall be paid to the municipal treasurer or to his designee, who shall deposit said taxes into a special fund, hereby created, and designated the "City of Bloomington Downtown-Southwest Tax Increment Redevelopment Project Area Special Tax Allocation Fund" of the Municipality, and such taxes shall be used for the purpose of paying Project costs and obligations incurred in the payment thereof.

Section 3: Invalidity of Any Section. If any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 4: Superseder and Effective Date. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are repealed to the extent of such conflict, and this Ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and approval as provided by law.

Passed this _____ day of _____, 2016.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2016.

_____
Mayor

Attest:

_____
City Clerk

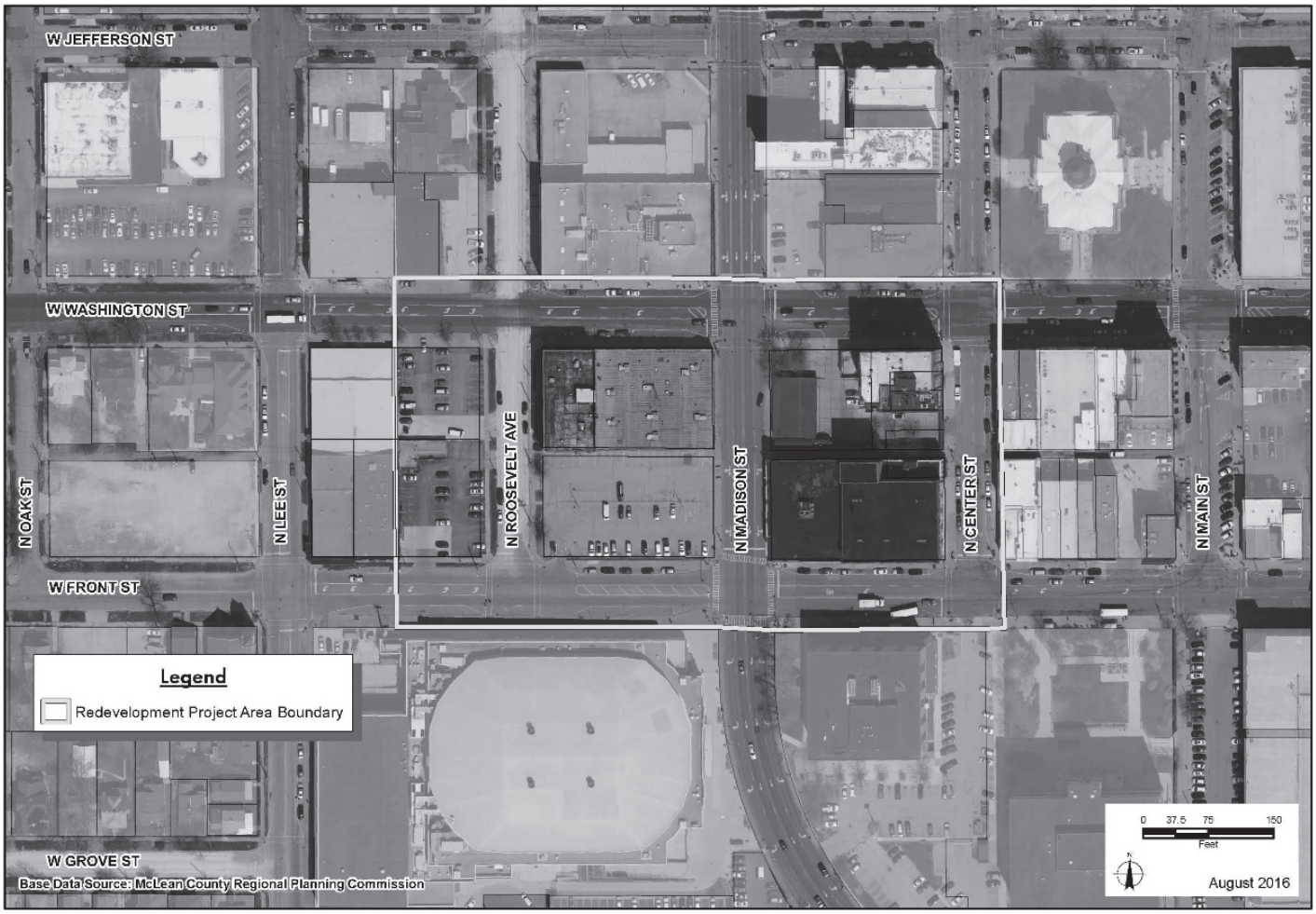
Exhibit A

Legal Description
Downtown-Southwest Redevelopment Project Area

A part of the SW¼ of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the point of intersection of the north right of way line of West Washington Street and the east right of way line of North Center Street, being the southwest corner of Lot 40 in the Original Town of Bloomington; thence South on the east right of way line of said North Center Street and the southerly extension thereof to the south right of way line of West Front Street; thence West on the south right of way line of said West Front Street to the point of intersection with the southerly extension of the west line of Parcel 3 as described in a Trustee's Deed recorded as Document No. 2015-15491 in the McLean County Recorder of Deeds Office; thence North on said southerly extension, the west line of said Parcel 3 and the northerly extension thereof to the north right of way line of said West Washington Street; thence East on said north right of way line to the Point of Beginning.

Exhibit B

Downtown-Southwest Redevelopment Project Area Boundary Map



Property Identification Number (PIN) List & 2015 EAV

Downtown - Southwest Redevelopment Project Area

City of Bloomington, Illinois

Map Locator No.	Parcel ID No. (PIN)	Property Owner	2015 EAV
1	21-04-311-001*	JRH REVOCABLE LIVING TRUST	$ 20,717
2	21-04-311-004	JRH REVOCABLE LIVING TRUST	$ 46,490
3	21-04-336-001	SUSAN TEMPLE	$ 279,817
4	21-04-336-002	CONSOLIDATED PROPERTIES (Huff)	$ 80,016
5	21-04-336-005	CITY OF BLOOMINGTON	$ -
6	21-04-337-001	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 28,717
7	21-04-337-002	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 74,000
8	21-04-337-003	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 3,667
9	21-04-337-004	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 36,666
10	21-04-337-005	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 3,667
11	21-04-337-006	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 3,667
12	21-04-337-007	GARY MORRIS	$ 17,877
13	21-04-372-001	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 4,608
13	21-04-372-002	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 1,540
13	21-04-372-003	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 1,812
13	21-04-372-004	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 6,154
13	21-04-372-005	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 2,089
13	21-04-372-006	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 1,718
13	21-04-372-007	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 1,718
13	21-04-372-008	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 1,331
13	21-04-372-009	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 1,641
13	21-04-372-010	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 2,031
13	21-04-372-011	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 2,703
13	21-04-372-012	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 2,703
13	21-04-372-013	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 2,389
13	21-04-372-014	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 771
13	21-04-372-015	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 5,228
13	21-04-372-016	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 1,826
13	21-04-372-017	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 1,086
13	21-04-372-018	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 1,699
13	21-04-372-019	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 2,766
13	21-04-372-020	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 2,766
13	21-04-372-021	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 2,526
13	21-04-372-022	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$ 7,513

EXHIBIT C (Page 2 of 2)

13	21-04-372-023	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$	16,508
13	21-04-372-024	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$	4,707
13	21-04-372-025	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$	1,294
13	21-04-372-026	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$	3,728
13	21-04-372-027	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$	2,797
13	21-04-372-028	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$	2,600
13	21-04-372-029	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$	2,619
13	21-04-372-030	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$	3,007
13	21-04-372-031	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$	4,385
13	21-04-372-032	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$	4,310
13	21-04-372-033	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$	2,887
13	21-04-372-034	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$	2,082
13	21-04-372-035	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$	3,246
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13	21-04-372-049	CONSOLIDATED PROPERTIES LLC 120 (Huff)	$	969
		TOTAL		**$756,824**

* Only eastern half of parcel located in Project Area. Value reflects apportionment of land at 50% of total.

REGULAR AGENDA ITEM NO. 8B

FOR COUNCIL: October 24, 2016

SUBJECT: Consideration of an Ordinance approving a Redevelopment Agreement between the City of Bloomington and Milan Hotels (Magnus Hotels LLC) for its proposed acquisition and redevelopment of the Baymont Inn & Suites at 604 ½ IAA Drive.

RECOMMENDATION/MOTION: That the Ordinance approving a Redevelopment Agreement between the City of Bloomington and Magnus Hotels LLC 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; 3b. Attraction of new targeted businesses that are the "right" fit for Bloomington; 3c. Revitalization of older commercial homes; 3d. Expanded retail businesses; 3e. Strong working relationship among the City, businesses, economic development organizations. Objective 4c. Preservation of property/home valuations; 4d. Improved neighborhood infrastructure; 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 & OVERVIEW: Milan Hotels, an owner / operator of over 20 hotels in the United States, has requested municipal assistance to offset the extraordinary costs related to its proposed $5.875 million acquisition and renovation of the 103 room Baymont Inn & Suites at 604 ½ IAA Drive into a 96 room "Best Western Plus" hotel. City staff with the assistance of PGAV, the City's Economic Development Consulting firm, have thoroughly reviewed the developer's request for municipal assistance and have determined that the project as proposed would not procced if not for the incentive outlined in the proposed Redevelopment Agreement. Staff recommends Council approval of the Ordinance approving the Redevelopment Agreement as the proposed project is congruent with the both the objectives of the Empire Street Corridor Redevelopment Plan and the goals of the City's 2035 Comprehensive Plan, and is in compliance with the City's Economic Development Strategic Plan and Incentive Guidelines.

The subject property was included in the boundaries of the Empire Street Corridor TIF District as it was found to have deteriorated site improvements and is located adjacent to other properties in the TIF District which were found to contain additional qualifying blighting factors. The hotel on the subject property was constructed as a Hampton Inn & Suites in 1986 and operated under that flag until 2004 when it was reflagged as a Baymont Inn & Suites, the flag which it continues to operate under today. The current owner / operator of the subject property has experienced financial difficulties going back as far as 2011 and is presently behind in payments of both

property tax and Hotel / Motel Tax and the property is falling into a state of disrepair due to a lack of investment as documented in the attached pictures of the existing conditions of the property.

As part of the Redevelopment Agreement, Milan Hotels will be required to pay any and all back real estate and Hotel / Motel Tax owed as well as acquire and upgrade the property to the standards required by Best Western Hotels & Resorts to achieve the "Best Western Plus" designation. In addition to the requirements to renovate the property, Milan Hotels will also be required to comply with all local, state, and federal codes and laws, including payment of property tax and Hotel / Motel Tax throughout the term of the agreement.

Additional information regarding the proposed project can be found in the attached Economic Development Incentive Application Binder. The proposed Redevelopment Agreement formalizes the economic development incentives that have been negotiated between City staff and Milan Hotels to support the redevelopment project. The attached Ordinance and Redevelopment Agreement have been prepared and reviewed by the City's TIF Attorney, Kathleen Field Orr & Associates.

City staff recommends approval of the Ordinance and Redevelopment Agreement so that Milan Hotels can procced with acquiring and renovating the subject property which would continue the City's efforts to enhance the vitality of the Empire Street Corridor. If not for the proposed municipal assistance package, Milan Hotels would not acquire the subject property and the condition of the Baymont Inn & Suites could continue to deteriorate further.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Appropriate City staff members have provided input on the proposed renovation of the subject property. Additional meetings have been held with neighboring property owners which have indicated that the proposed project would improve the attractiveness of the surrounding commercial neighborhood and the highly visible Veterans Parkway / Empire Street intersection. The proposed project would likely lead to additional leisure and business travelers patronizing the nearby retail stores and restaurants which would be beneficial for the many businesses in this area.

FINANCIAL IMPACT: The terms outlined in the Redevelopment Agreement are in compliance with the City's Economic Development Incentive Guidelines and have been crafted to protect the City from any unforeseen circumstances and to motivate the developer to acquire and promptly renovate the subject property and reopen it as an upper midscale hotel:

- The total amount of **municipal assistance is capped** / limited to $675,000 based on a **minimum investment** of $5.875 million. Should the minimum investment of $5.875 million not be expended by the developer**, the total amount of municipal assistance will be recalculated to be 11.5% of the actual documented investment** thereby allowing the City to benefit from any potential savings the developer is able to achieve in the event the redevelopment project is less costly than originally estimated. The language in the redevelopment agreement outlining these terms is a form of a "lookback provision."

- The $675,000 incentive is targeted to assist the developer in **offsetting the extraordinary costs encountered in the proposed project**. Specifically, the existing hotel property is in need of significant repairs to the parking lot and grounds, a new roof is needed, and the current configuration of the lobby is not ADA compliant. When combined, these three deficiencies and the associated costs to cure them present a barrier to redeveloping the property in a profitable manner for the developer.

- The City agrees to support the project through **rebates of new / increased revenues generated by the project, only if those revenues materialize, and on a "pay as you go" basis:**

    - The developer will be rebated the Hotel / Motel Tax generated on the subject property on a sliding scale: 100% for the first thirty-six (36) months of operation, then reduced to 75% for the next twenty-four (24) months, then further reduced to fifty percent (50%) for the remaining sixty (60) months**.**

    - Simultaneous to the rebating of Hotel / Motel Tax, for up to ten (10) years the developer will also be rebated **75% of the newly created incremental property tax** paid by the developer resulting from the increased EAV of the subject property due to the improvements made to the property by the developer. Property tax increment will be collected by the City via the existing Empire Street Corridor TIF District.

    - **The municipal incentive will be sourced solely from the Hotel / Motel Tax revenue and property tax increment generated at the subject property, NOT by the full faith and credit of the City. Should the source revenues be insufficient to cover the incentive during the term of the Redevelopment Agreement, the City will NOT be obligated to make up the difference from any other fund of the City or revenue source.**

As set forth in the proposed Redevelopment Agreement, Milan Hotels (Magnus Hotels LLC) will acquire and renovate the subject property into a Best Western Plus which is anticipated to result in a property with a higher EAV than the present Baymont Inn & Suites and an improved hotel property that can command a higher Average Daily Room Rate (ADR). Based on the projected investment into the existing building and grounds and the resulting increase in EAV, and taking into account both conservative ADR and projected occupancy levels, the subject property is anticipated to generate Hotel / Motel Tax revenue and property tax revenue sufficient to cover the $675,000 municipal incentive in less than ten years. Additionally, it is anticipated that the City will retain approximately $175,000 in Hotel / Motel Tax revenue during the ten year time period of the agreement while the subject property will also generate approximately $30,000 in uncommitted TIF increment during the same ten year period which would be retained in the Empire Street Corridor TIF fund.

Respectfully submitted for Council consideration.

Prepared by: Austin Grammer, Economic Development Coordinator

Reviewed by: Tom Dabareiner AICP, Community Development Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Kathleen Field Orr, Counsel for Economic Development

Recommended by:

David A. Hales
City Manager

Attachments:

- Economic Development Incentive Application Binder: Milan Hotels
- Ordinance Approving the Redevelopment Agreement
- Redevelopment Agreement and Associated Exhibits

Motion: That the Ordinance approving a Redevelopment Agreement between the City of Bloomington and Magnus Hotels LLC be approved, and authorize the Mayor and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

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

CITY OF Bloomington ILLINOIS

Office of Economic Development

Economic Development Incentive Application Binder

Milan Hotels / Magnus Hotels LLC

Renovation of the Baymont Inn & Suites (former Hampton Inn & Suites) at 604 ½ IAA Drive into a Best Western Plus

October 24, 2016

Table of Contents:

A. Incentive Application and Exhibits:
   I. Milan Hotels Incentive Application
   II. Best Western Property Improvement Plan (PIP)
   III. Résumé of Lead Developer Nishith Jobalia
   IV. Letter of Support from Pekin Community Bank
   V. Best Western Hotels & Resorts Corporate Timeline

B. Baymont Inn & Suites Existing Conditions and Delinquent Tax Documentation:
   I. 604 ½ IAA Drive Tax Year 2015 Payable 2016 Property Tax Bill
   II. Letter from City Attorney to Skyway Hospitality, LLC
   III. City legal filling against Skyway Hospitality, LLC
   IV. 604 ½ IAA Drive Existing Conditions Photographs

C. PGAV Review of the Proposed Project Memorandum

D. Office of Economic Development Review of the Proposed Incentive

E. City Council Meeting Presentation

F. Economic Development Incentive Agreement & Ordinance

Commercial Incentive Application

I. Taxpayer Information

Name of Taxpayer Seeking Incentive: *Magnus Hotels/Milan Hotels LLC*

Mailing Address: *604 ½ IAA Drive, Bloomington IL 61701*

Name of authorized to represent taxpayer making application: *none*

Address of Authorized representative: *as above*

Telephone & Fax number of authorized representative: *ph: 309-686-7600 fx: 309-686-0686*

Provide a brief description of the Taxpayer's business, including company history, product(s), facilities, sales and corporate growth, and corporate employment. Also discuss any applicable future growth, planned expansions, and/or corporate diversification.

With ownership and management experience of more than 20 hotels all over the country and with 3 hotels under construction in Nashville TN, we are proud to bring Best Western to Bloomington, Illinois. We are confident of the economic growth after stabilization of business. Best Western will serve both corporate and leisure travelers during their travels to Bloomington.

Project Profile

In a separate document titled "Project Profile", provide an estimated project schedule including (when applicable):

- Closing of purchase
- Permitting
- Environmental Assessment and/or Remediation of Activities
- Construction Start
- Construction Completion
- Occupancy of facilities
- Purchase and installation of equipment
- Other pertinent dates, as appropriate

Commercial Incentive Application

Sponsor/Developer: *Nish Jobalia*

Project Street Address: *604 ½ IAA DR*

City, State & Zip Code: *Bloomington IL. 61701*

County: *McLean*

Project type (Commercial Real Estate, Business, Equipment): *Business (Hotel)*

Sq. ft. of project: *53,295 feet*

Total Project Cost/Investment: *$5,875,000.00*

Total Incentive Requested: *$750,000.00*

11 Digit Census Tract Code:

Please provide a narrative that describes the project in specific detail:

The entire hotel will undergo a major renovation. The remodel will include exterior of the hotel including parking lot, landscaping and roofline. The entire porte-cochere will be redesigned with new straight lines giving the entrance modern look and meeting the property improvement plan of the Best Western Inn Hotel standard. The remodel will include exterior paint and improving side walk and fence. The entire lobby and rooms includes replacing carpet, furnishings and FF&E package. New sign package and lighting package around the building will give an appealing look to the entire area. Swimming pool area will be revitalized and beautified to Best Western standards.

How is the property currently being used and what is the condition of the property?

Currently the property is in a sad stage and the building is not kept by the current owner. Even the taxes (Hotel Motel and Property taxes) are not getting paid to the city. There is an almost 2 foot hole in the concrete parking lot that is very dangerous and has not been fixed for more than a year.

Commercial Incentive Application

Will the project require additional municipal services or facilities?

Yes: _____ No: ____X_____

If yes, please explain:

II. <u>For projects seeking municipal assistance for Commercial Real Estate development</u>

Development Team

Please list all of members of the development team, their contact information and their role in the development process. If more than four members are on the team, please attach the additional contact information separately.

Name: *Gayln Clark*
Address: *141 Catherine St, East Peoria, IL 61611*
Phone Number: *309- 698-8282*
Fax Number:
Email:
Role: *Contractor*

Name: *Ravi Wadhwa*
Address: *2002 W War Memorial Dr, Peoria IL 61614*
Phone Number: *309-686-7600*
Fax Number: *309-686-0686*
Email: *baymontpgm@hotmail.com*
Role: *Member*

Name: *Nish Jobalia*
Address: *2002 W War Memorial Dr, Peoria IL 61614*
Phone Number: *309-686-7600*
Fax Number: *309-686-0686*
Email: *nish@milanhotelsllc.com*
Role: *Developer*

Describe the development team and its capacity to successfully complete the project:

Gayln Clark is the owner of Clark Construction of East Peoria, Illinois. He has successfully completed many hotel remodel and upgrade projects. Clark Construction has built the PAR A Dice Hotel in Peoria IL from ground up. Also, Clark Construction just finished a 180 room project named Blue Chip Hotel Casino in Michigan City Indiana. Nish Jobalia has the knowledge of brand standards and requirements to meet Best Western expectations delivered from the contractor.

What physical changes will be made to develop or rehabilitate the property and how will the subject property be used?

The entire roof will be redesigned with a parapet roof. The landscaping will be completely beautified all around the building improving the curb appeal. The swimming pool deck will be repaired and resurfaced. The entire building will be painted with 3 approved colors from the Best Western design plan. The property will go under a major renovation outside and inside the building. The parking lot will be fixed with new concrete and new stripes. The new FF&E package will be installed in all the rooms. The lobby will be completely redesigned. We will add space to the breakfast room and fitness room. New spaces will be created for meeting room and board room with bringing the current room count down from 103 rooms to 95 rooms. The bathrooms will be completely redesigned and remodeled as well.

Total Investment for real estate component of project: *$2.5 million*

Complete the corresponding budget worksheet, sources and uses statement and proforma, if applicable. Templates will be provided in Microsoft Excel format. The aforementioned documents will include, but are not limited to:

- Purchase of real estate and improvements
- Site preparation
- Demolition
- Construction of new structures
- Infrastructure improvements
- Architecture & Engineering fees

III. <u>For projects seeking incentive for new manufacturing equipment</u>

Total cost of new manufacturing and research & development equipment: *N/A*

Attach an itemized list of the proposed equipment acquisitions and the cost of each item. *N/A*

Describe the productive use of the proposed equipment acquisitions: *N/A*

Date new equipment is to be installed: *N/A*

Will the new equipment have an impact on the environment?

Yes: _____ No: _____X___

If yes please attach a detailed explanation.

Commercial Incentive Application

IV. Determination of need for incentive

Please describe whether the project could move forward or not without the existence of the incentive.

Please see the attached shortfall excel sheet. Proforma has been sent to PGAV.

V. Community Impact

Is this project part of a larger, comprehensive revitalization plan sponsored by local government planners and/or local economic development groups?

Yes: ____X____ No: _____

If yes, please describe how the project is related to the plan and if the project is one of the first undertaken.

Subject property is included in the Empire Street TIF District. The proposed renovation is congruent with the TIF plan.

Provide a 3-year history of employment levels at the project location:

Typically, a hotel of around 100 rooms employs between 23 to 25 people of which at least 13 to 15 people are full time employees. For last 3 years this hotel has employed 12 to 14 people of which only 3 people are full time.

Commercial Incentive Application

Will the project create new jobs that can employ local residents?

Yes: ___X_____ No: _____

If yes, please provide information about the businesses current and projected employees.

Employee Information	Current Employees	Projected Employees
Full-time employees (35+ hours/week)	3	13
Part – time employees	10	15
Average hours of part-time employees	20	25
Men		
Women		
African-American		
Latino		
Other/Racial Ethnic Minority		
Salary below $20,000		
Salary between $20,000 - $40,000		20-27
Salary between $40,000 - $60,000		1 (General Manager)
Salary above $60,000		
Paid Holidays		Yes
Paid Vacation		Yes
Paid Sick Days		No
Health Insurance		No
Dental Insurance		No
Employee Information	**Current Employees**	**Projected Employees**
Insurance for Dependents		No
Long –term disability		No
Short-term disability		No
401 (K)/Other Retirement		No
Child Care		No
Education/Training		No
Life Insurance		No

What is the value of benefits in comparison to base pay? *N/A*

Identify the type(s) of work or position(s) of the new employees that will be newly hired:

General Manager, Sales Manager, Front Desk Manager, Front desk clerks, Head of Housekeeping, Housekeepers, Groundskeeper, Maintenance Engineer, Breakfast attendant.

Commercial Incentive Application

Will the project provide goods and services not immediately available to the community?

Yes: ___X_____ No: _____

If yes, please explain:

There is not currently a Best Western in Bloomington-Normal

Will the project result in greater demand for local goods and services, resulting in indirect job creation for residents of the community?

Yes: ___X_____ No: _____

If yes, please explain:

As the Best Western will be providing a comfortable stay to both corporate and leisure travelers, nearby restaurants and stores in Eastland Mall and Empire Crossing will be positively affected.

Will the project provide vital community services to residents of the community?

Yes: _____ No: ____X_____

If yes, please explain: *N/A*

Does the project create environmental sustainable outcomes through green building concepts, location near mass transit, adaptive reuse of existing building or materials, etc.?

Yes: __X_____ No: _____

If yes, explain:

Proposed project is a renovation of an existing building and in-fill development. Subject property is located on a Connect Transit bus route.

If applicable, will the building follow the Green Building Code?

Yes: _____ No: _____x____

If applicable, will the building be LEED certified?

Yes: _____ No: __x_____

If yes, certification level: _____

Commercial Incentive Application

Will materials and services necessary to the completion of the project be purchased and/or acquired by local Bloomington-Normal area businesses? *Yes.*

If yes, what percentage: *20 to 25%*

Application completed by: *Nish Jobalia*

Project Role: *Developer*

Contact Information: *Nish@milanhotelsllc.com*

Date Completed: *August 29, 2016*

Bloomington Best Western Improvement Plan

95 Rooms Total	Number	Per Room	Amount	
Furniture Package Two Queen Bed (Install)	43	$2,350.00	$101,050.00	
Furniture Pakage King with Installation	52	$2,350.00	$122,200.00	
Mattress Two Queen bed installed	43	$972.00	$41,796.00	
Mattress King room installed	52	$559.00	$29,068.00	
Bedding package Two Queen bed installed	43	$334.00	$14,362.00	
(Skirt Scarff and Bed Base) installed				
Bedding Package King	52	$202.00	$10,504.00	
Lamp Package Two Queen bedroom & Install	43	$210.00	$9,030.00	
Lamp package King room & Installation	52	$210.00	$10,920.00	
Carpet/Pad in the rooms with Installation	95	$575.00	$102,500.00	
Bathroom	95	$1,900.00	$180,875.00	
TV	103	$549.00	$56,547.00	
Drapes and Cornice board	103	$400.00	$41,200.00	
Art Work in Rooms	206	$75.00	$15,450.00	
Wall Sconce in coridor	90	$100.00	$9,000.00	
Soft Good fro the room	95	$350.00	$33,250.00	
TOTAL				$777,752.00
A/C in rooms	103	$520.00	$53,560.00	
Corridor Carpet	3		$55,000.00	
Lobby Upgrade	1	$150,000.00	$150,000.00	
Portcaher Upgrade	1	$125,000.00	$125,000.00	
Landscaping	1	$60,000.00	$60,000.00	
Outside paint	1	$150,000.00	$150,000.00	
Inside repaint of the rooms	103	$850.00	$87,550.00	
Parking lot Upgrade	1	$200,000.00	$200,000.00	
New Sign Package	1	$45,000.00	$45,000.00	
PMS System	1	$20,000.00	$20,000.00	
Pool		$25,000.00	$25,000.00	
Corridor Wallpaper/ Room paint	3	$25,000.00	$75,000.00	
New Roof	1	$400,000.00	$400,000.00	
General Condition and profit (Construction)			$283,274.00	
Total				$1,729,384.00
				$2,507,136.00
Purchase price			$2,500,000.00	
(Baymont Inn Bloomington)				$5,007,136.00
Intrest carry and Fees				$778,051.80
				$5,785,187.80
Down Payment			$1,100,000.00	
Financing by Bank			$2,900,000.00	

251 Chatfield Way
Franklin, TN 37067

931-728-2663 - Phone
931-728-9642 - Fax
jobalianish@gmail.com

Nishith Jobalia

Objective

To acquire and help grow in hospitality Industry.

Experience

1991-Present

Sought successful partnerships with appropriate investors.

Put together financial statistics for acquiring properties.

Work with real estate brokerage companies to identify suitable acquisition candidates.

Work with investment banks to acquire financing to complete a purchase.

Established several limited partnerships.

Build portfolio of properties valued at $17 million

Established relationships with management teams to manage the acquired properties.

Formed and became partner of

JDB Management company LLC (35%)
Mannat Hotels / Hermitage Inn (33.5%)
MSM Hotels LLC / Best Western Inn (Dalton) (25%)
MPNS Hotels LLC/ Best Western (21%)
Moksha Hotels LLC D/B/A Super 8 Airport (35%)
MSS Hotels LLC D/B/A Howard Johnson (33.33%)
Mukam Hotels LLC D/B/A Country Inn & Suites (20%)
Milan Hotel LLC/DBA Baymount Inn & Suites Peoria
Milap Hotels LLC/ DBA Hampton Inn
Milap Hotel LLC/DBA Holiday Inn Express & Suites
Mantra Hotels LLC/ DBA BestWestern Brentwood Inn
Mukta Hotels LLC/DBA Baymont Inn & Suites

2007- Present Mukam Hotels LLC/ Country Inn & Suite Nashville
C.F.O./ Operating Member

- Overseen a $1 million renovation.
- Have increased revenue by 10% year on year.
- Helped reduced debt cost of the property by refinancing loan.

2003-Present **MPNS LLC/ Best Western Inn** **Franklin,TN**

C.F.O:

- Executed purchase of property with favorable loan agreement.
- Increased revenue by 17% in 2012.
- Overseen a $500,000 renovation as per B/W requirements.
- Projected for total revenue increase for this year by 18%

2002-Present **MNS Hotels LLC/Best Western** **Dalton/GA**

C.F.O./GM:

- Renovated the property as per Best Western Standard
- Work with contractor and purchaser for upgrading property
- Projection for 2005 and 2006 up 10%

2001-2012 **MPR LLC / Days Inn** **Tampa, FL**

Financial Advisor

Help reduce expenses from $1.7 Million to $1.3 Million.

Established better sales organization.

Help with marketing effort.

Control the renovation cost.

Help reduce the cost of insurance and property tax.

1995–2014 **Mala LLC** **Manchester, TN**

President

Increased sales from $625 thousand to $830 thousand.

Converted franchise from Comfort Inn to Ramada Inn.

Increased earnings by 23%.

Maintained Gold Key status of the property for 3 years in a row.

Leased operations such as restaurant and lounge.

Completed general management training program through Cendant corporation.

1991-2001 **Scottish Inn** **Manchester, TN**

Owner / General Manager

Managed staff of 15 employees.

Increased revenue from $500 thousand to $750 thousand.

Managed day-to-day operation of the company

Established good relationship with the franchise company

Achieved the highest level of customer satisfaction

Put together marketing plan and execute the plan by successful advertising campaign.

Education

1980-1985 Bombay University Mumbai, India
B.S., Accounting and Business Management.

References

First National Bank 1814 Hillsboro Blvd, Manchester TN 37355
Contact: Mr. Tom Allen Phone: 931-728-4444

Pekin Community Bank
A Division of Morton Community Bank

October 10, 2016

David A. Hales
City Manager
City of Bloomington
109 E Olive Street
Bloomington, IL 61701-3157

Dear Mr. Hales,

Please use this letter as a letter of support for the TIF incentive application for Magnus Hotels, LLC that will be presented to the City Council in October 2016. This is an investment group that I have had a banking relationship with for the past eight years. They are very good operators and have grown the revenues at the Peoria location by 48% over that time period. I am confident that they will achieve their projections, and that this property on Veterans Drive will be an excellent redevelopment project for the City of Bloomington.

As you know, the costs to do the major renovation that is proposed are very high. The Best Western Plus brand is an upper mid scale brand as rated by the Smith Travel Agency. Over the past few months as they gathered the data on what must be changed to achieve this brand, the costs kept going up. Even with the large investment the bank is willing to make and the large investment of cash being made by the owners, there is still a shortfall. This conversion to a higher rated hotel had a great deal of costs that a normal renovation would not require. The TIF benefits are needed to complete this transaction and will be used to close the financing gap created by the extraordinary costs of this renovation.

I appreciate the City of Bloomington and especially the City Manager and Economic Development Coordinator for working hard to find a solution to this shortage and bridge the financing gap with the proposed incentive package. I am confident this will be a successful investment for the City.

Best Regards,

Andrew J. Sparks
Executive Vice President
Morton Community Bank

BEST WESTERN TIMELINE & STORY

Below are some highlights from the history of Best Western International.

2015	Best Western announces GLō℠, a broad-midscale boutique concept designed for secondary, suburban and highway markets. GLō is a broad-midscale new construction brand that offers a hip, boutique-style experience for savvy travelers who expect the best in value, design and comfort.
2014	Best Western announces Vīb℠, an urban boutique concept focused on style, technology and engagement and BW Premier Collection℠, a soft brand of carefully selected, high-quality hotels in global primary markets
2012	Best Western introduces advanced cleaning technologies at its North American properties, becoming the first hotel brand to empower housekeeping staff to set a new standard for guest care through the use of UV wands, black lights and clean remote.
2012	Best Western introduces BEST WESTERN PLUS EXECUTIVE RESIDENCY℠, an upper-midscale hotel whose flexible spaces, stylish design, and brand signature elements come together to create an enriching extended stay experience guests.
2011	Best Western celebrates its 65th birthday introducing BEST WESTERN®, BEST WESTERN PLUS® and BEST WESTERN PREMIER® descriptors to the North American market. The World's Biggest Hotel Family® tagline is introduced in the United States and Canada.
2010	Best Western passes ballot approving three descriptors - BEST WESTERN®, BEST WESTERN PLUS® and BEST WESTERN PREMIER®.
2008	Best Western launches new Atrea prototype.
2008	The Gold Crown Club® International Program celebrates its 20th Anniversary and is renamed Best Western Rewards®.
2007	Best Western begins using online surveys to keep track of customer satisfaction, one of the first steps in leading the industry in superior customer care.
2007	The hotel chain is named a Preferred Lodging Partner of AAA/CAA, and begins a multi-year partnership with Harley-Davidson®.
2006	Best Western celebrates its 60th Anniversary with the 1946 Room Rate Promotion, where lucky guests are provided with a special one-night charge of $5.40 - the approximate value of overnight accommodations six decades ago, when the company got its start.
2005	Best Western begins averaging $1 million in bookings per day through bestwestern.com.
2004	Best Western launches the hotel industry's largest High-Speed Internet Access (HSIA) initiative with the fastest implementation. In just eight months, the company establishes free wireless or hard-wired HSIA in some portion of the public areas, and at least 15 percent of rooms, at all of its North American properties.

2004	Best Western becomes the first-ever Official Hotel of NASCAR®.
2003	Best Western introduces the Best Western Premier® descriptor in Europe and Asia.
2002	Best Western China launches, beginning a decade of intense development in that country.
2001	Best Western Asia head office opens in Bangkok, Thailand, covering most of the continent and the Middle East.
1995	Best Western introduces its first listings on the Internet. Full information on 150 member properties, including photographs, becomes instantly available via personal home computer.
1995	Best Western opens its first property in Israel, establishing its presence in the Middle East.
1995	Best Western expands into Botswana, Zimbabwe and South Africa.
1994	Best Western establishes its presence in India.
1993	A brand identity study recommends the adoption of a new Best Western logo and identity. On Nov. 30, the members approve the adoption of a new logo and officially retire the Gold Crown logo.
1993	Best Westerns open in Japan, Venezuela, Russia and Lithuania.
1992	Best Western expands into South America with its first property in Brazil. Development also begins in Turkey.
1990	Best Western welcomes Greece into the family.
1988	The Gold Crown Club® International Program for frequent travelers launches. Within a year, it acquires more than 200,000 members and sales of more than $40 million.
1987	Best Western welcomes Norway into the family.
1986	Best Western welcomes Portugal into the family.
1985	Best Western welcomes Spain into the family.
1984	Best Western welcomes Belgium, Finland and the Netherlands into the family.
1982	Best Western welcomes Denmark and Italy into the family.
1981	In August, a satellite reservations center is established inside the Arizona Center for Women (ACW), a minimum-security correctional facility in Phoenix. This innovative venture, employing inmates as reservations sales agents, answers the chain's business need for a flexible workforce. The program brings numerous awards and worldwide attention to Best Western.
1981	Best Western welcomes Austria, France, Sweden, Switzerland and Germany into the family.
1980	Best Western membership rises to 2,654 hoteliers worldwide.
1979	Best Western accommodates 15 million guests and generates $1 billion in room sales.
1978	Best Western welcomes Great Britain and Ireland into the family.

1977	To meet the demands of rapid growth, a multi-million dollar Best Western International Headquarters complex is designed and built in northeast Phoenix.
1977	The phrase "World's Largest Lodging Chain" becomes a part of Best Western's corporate identification and advertising theme. The tagline later changes to "The World's Largest Hotel Chain".
1976	Best Western Mexico launches, bringing more than 100 properties in Mexico and Central America into the fold.
1975	Best Western begins to expand overseas, entering Australia and New Zealand.
1974	Best Western decides to drop its referral organization image, eliminates the word "motel" from its name and begins directly competing directly with other full-service lodging chains.
1972	Properties are required to accept six major credit cards. Reservations that are charged are considered "guaranteed" and rooms have to be held for the entire night. Properties have the right to bill for "no-show" clients.
1966	The entire membership, Best Western and Best Eastern, unites under the Best Western name. a seven-person Board of Directors is elected by regional members to provide leadership and make policy decisions. Guertin retires.
1966	The organization moves it's headquarters from Long Beach, CA, to Phoenix, AZ. The Board decides to relocate because of savings involved in centralizing operations and the potential for further expanding membership services.
1966	A major expansion of Best Western services is announced. Changes include establishing a new reservations center offering toll-free service for business commuters, travel agents and vacationers through arrangements with American Express; increasing membership standards; opening sales offices in Washington D.C., Montreal, Phoenix and Seattle; establishing tie-ins with airlines and representatives from other transportation industry organizations and investigating stronger infiltration of tour and business meeting markets.
1964	The group of motels east of the Mississippi River is incorporated as Best Eastern Inc.
1963	Best Western is the largest motel chain in the industry with 699 member properties and 35,201 rooms.
1962	Best Western has the only hospitality reservations service covering the entire United States.
1962	Best Western begins using the crown logo with a rope border to identify member properties.
1951	In a guest editorial published in American Motel Magazine, Guertin speaks of the importance of advertising properties to the general traveling public. This is considered a very revolutionary approach in the lodging industry.
1946	Best Western Motels is founded by M.K. Guertin, a hotelier with 23 years of experience in the business. The chain begins as an informal link between properties with each hotel recommending other lodging establishments to travelers. The "referral system" consists of phone calls from one desk operator to another.

MCLEAN COUNTY
ILLINOIS

Information for Parcel 14-35-377-025, Tax Year 2015

Generated 10/13/16 at 18:26:34

Property Information

Tax Year
2015

Tax Code
4001

Township
CITY OF BLOOMINGTON

Neighborhood

Property Class
0060-Improved Commercial

Land Use

Tax Status
Taxable

Lot Size

Net Taxable Value
687,500

Tax Rate
8.380370

Total Tax
$57,615.04

Site Address
604 1/2 IAA DR
BLOOMINGTON, IL 61701

Owner Name and Address
PATEL, BHARAT
604 1/2 IAA DR
BLOOMINGTON, IL

Mailing Name and Address
PATEL, BHARAT
604 1/2 IAA DR
BLOOMINGTON, IL

Legal Description
MORAN SUB LOTS 1 & 2

Payments

Installment	Date Due	Tax Billed*	Penalty Billed	Cost Billed	Drainage Billed	Total Billed	Amount Paid	Total Unpaid
First	06/01/2016	$28,807.52	$1,296.34	$0.00	$0.00	$30,103.86	$30,103.86	$0.00
Second	09/01/2016	$28,807.52	$864.23	$10.00	$0.00	$29,681.75	$0.00	$29,681.75
Total		$57,615.04	$2,160.57	$10.00	$0.00	$59,785.61	$30,103.86	$29,681.75

*** Please use $57,615.04 for income tax purposes.**

Payment Detail

Installment	Receipt Number	Date Paid	Paid By	Amount
First	2015060001	08/29/2016	National Tax Search	$30,103.86
Total				**$30,103.86**

Tax Sales

Year	Type	Date Sold	Date Paid
2013	Tax Sale	10/29/2014	11/10/2014
2010	Tax Sale	11/01/2011	12/02/2011
2009	Tax Sale	11/05/2010	06/16/2011

*** Contact the County Clerk for more information**

SORLING NORTHRUP
ATTORNEYS

Reply To:

1 North Old State Capitol
Plaza, Suite 200
P.O. Box 5131
Springfield, IL 62705

P: 217-544-1144
F: 217-522-3173

www.sorlinglaw.com

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401 S.W. Water Street
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Peoria, IL 61602

P: 309-674-1144
F: 309-671-4368

August 5, 2016

NOTICE OF TAX LIABILITY

Skyway Hospitality, LLC
Baymont Inn
604 IAA Drive
Bloomington, IL 61701

The City of Bloomington Finance Department sent you a letter notifying you of a delinquency in your Hotel/Motel tax. You were sent a final notice by the City on July 13, 2016, warning that if full payment including late fees and interest was not received by the City within 10 days of the letter your account would be turned over to its Legal Department for collection. To date, the City has not received payment in full.

Our records indicate that you are currently delinquent in payments for the following months: July, November, December, 2014, January - December, 2015 and January - April, 2016

The City estimates the total balance you now owe is $64,925.66. This total includes $54,084.70 in unpaid taxes, $4,236.80 in late penalties, and $7,808.42 in interest.

City of Bloomington Ordinances provide: (i) that the City may bring suit to recover all taxes, penalties, and interest owed to it for failure to pay taxes, (ii) that the City may impose a lien for the amount of any tax imposed against all the real and personal property of any person to whom a final assessment has been imposed, and (iii) that the City has the authority to enter into installment contracts for repayment of the tax.

This is your **LAST** opportunity to enter into such an installment contract to repay the taxes, penalties, and interest owed. Please contact our office within ten days of the date of this letter to discuss such repayment. **If the City Legal Department does not hear from you within ten (10) days of this letter, we will file the complaint enclosed herein.**

Yours truly,

Gregory E. Moredock
cc: City of Bloomington Finance Department

4331736 08/04/2016

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT

McLEAN COUNTY, ILLINOIS

FILED
SEP 12 2016
McLEAN COUNTY
CIRCUIT CLERK
COPY

CITY OF BLOOMINGTON,	)	
	)	
Plaintiff	)	
	)	
vs.	)	16-L-120
	)	
Skyways Hospitality, LLC	)	FIRST CASE MANAGEMENT CONFERENCE
d/b/a Baymont Inn	)	BEFORE JUDGE Foley
	)	SET ON 3/03/17 AT 9:00 AM/PM.
Defendant	)	

COMPLAINT

Now comes, City of Bloomington by its attorney and for its Complaint against Skyways Hospitality, LLC, d/b/a Baymont Inn, states as follows:

Count 1: Failure to Pay Tax

1. Defendant owns and operates a business located at 604 1/2 IAA Drive in Bloomington, Illinois ("Business").

2. The Business is engaged in renting hotel and/or motel rooms within the City of Bloomington.

3. The City of Bloomington is a home rule municipality and has enacted a tax upon the use and privilege of renting a hotel or motel room, hereafter the "Hotel/Motel Tax", found in Chapter 39, Section 25 *et seq.* of Bloomington City Code, pursuant to the authority granted it by Article VII Section 6 of the Illinois Constitution.

4. Defendant has the duty to collect and account for the Hotel/Motel Tax levied by the City and is required to remit said taxes to the City monthly.

5. Defendant engaged in renting hotel or motel rooms within the City for the following months: July, November, December, 2014, January - December, 2015 and January - June, 2016

6. Neither Defendant nor any person or entity acting on Defendant's behalf filed a Hotel/Motel Tax return or paid the Hotel/Motel Tax due on or before the last day of the month following the date the liability for the tax arose.

7. Neither Defendant nor any person or entity acting on Defendant's behalf has filed such a return or paid any of the tax due as of the date of filing this Complaint.

8. City sent Defendant Notice of Tax Liability on August 5, 2016, a copy of which Notice is attached hereto and incorporated herein by reference.

9. In addition to the Hotel/Motel Tax, Defendant owes a penalty of 5% of the tax due and interest at the rate of 1.5% per month.

10. Defendant owes $57,387.51 plus interest and penalties for a total of $70,536.95 for the Hotel/Motel Tax.

WHEREFORE, the City of Bloomington requests this court to enter a judgment against Defendant in the amount of $70,536.95, plus costs, and to order said judgment paid to Plaintiff by a date certain.

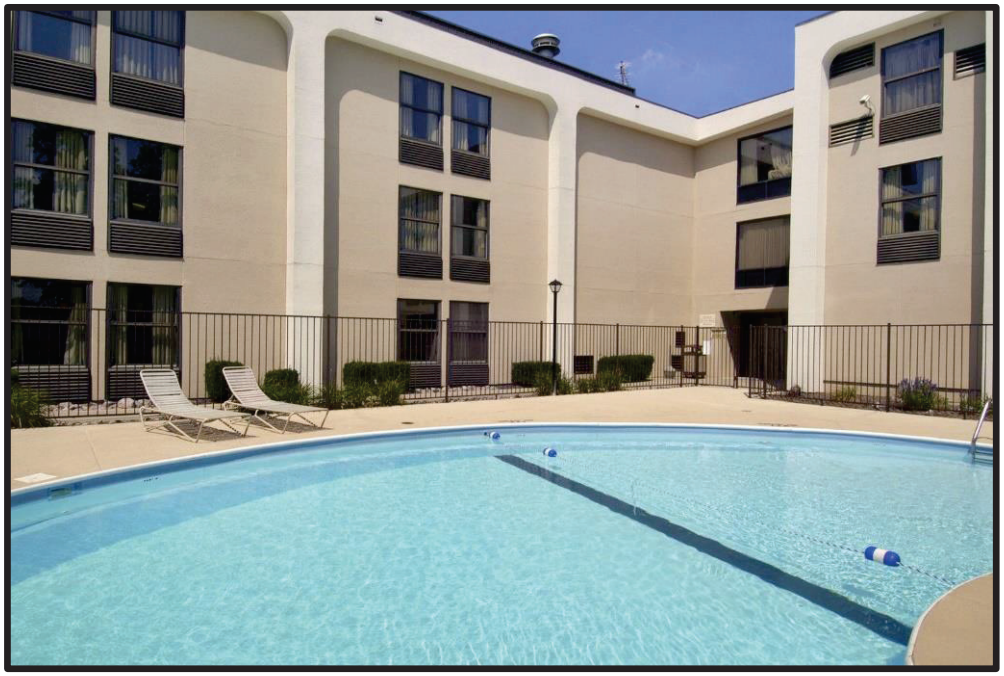
CITY OF BLOOMINGTON

By:_____
Its Attorney

Gregory E. Moredock
Legal Department
City of Bloomington
109 East Olive Street
Bloomington, IL 61701
(309) 434-2213

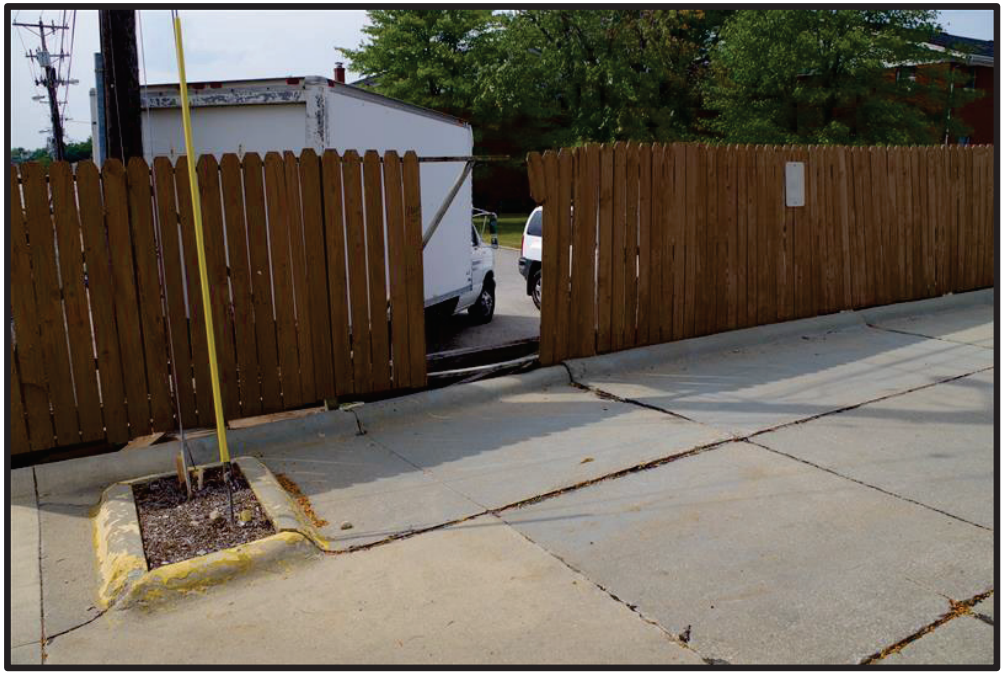
604 ½ IAA Drive – Baymont Inn & Suites – Existing Conditions (www.baymontinns.com)

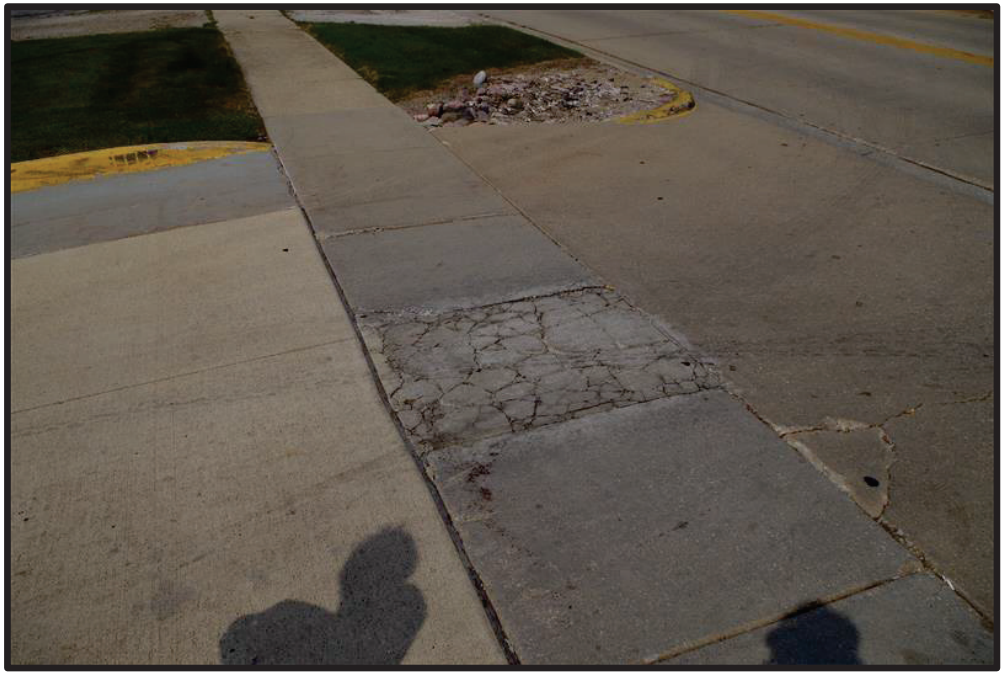
604 ½ IAA Drive – Baymont Inn & Suites – Existing Conditions (www.baymontinns.com)



604 ½ IAA Drive – Baymont Inn & Suites – Existing Conditions (PGAV, September 2, 2015)

604 ½ IAA Drive – Baymont Inn & Suites – Existing Conditions (PGAV, September 2, 2015)





604 ½ IAA Drive – Baymont Inn & Suites – Existing Conditions (PGAV, September 2, 2015)

MEMORANDUM

Re:	Milan Hotels, LLC Commercial Incentive Application	**To:**	Austin Grammer, MBA Economic Development Coord. City of Bloomington, IL
Date:	10/4/2016	**From:**	Mike Weber
		CC:	File 81227

We have reviewed the Commercial Incentive Application that the City received from Milan Hotels, LLC (the "Developer"), dated August 29, 2016, along with updated financial projections and other information submitted at various dates thereafter. We have the following comments and recommendations.

1. The applicant proposes purchasing the existing 103-room Baymont Inn on IAA Drive and renovate it into a 95-room limited service hotel with the Best Western flag.

2. We understand that the hotel is on the brink of foreclosure and is delinquent on the payment of hotel occupation sales taxes to the City. A check of the County Treasurer's website on October 4, 2016 shows penalties being applied to the property tax bill for non-payment of the 2nd half of the tax bill that is past due. The Developer states that they are making the monthly mortgage payments on behalf of the current property owner.

3. The proposal involves more than "furniture, fixture and equipment" (FF&E) replacement and repainting. The proposal includes other significant expenses, including roof replacement costs that involves a roofline change from a mansard style to parapet configuration, changing the roof profile of the porta-cochere, renovation of the pool, repairs to the parking lot and new signage. The hotel would be completely shut down during construction, which is estimated to take about 12 months.

4. The property is located within the recently established Empire Street Corridor TIF district, and therefore, would be eligible for TIF incentives subject to a TIF agreement between the City and the Developer. Remember that the TIF district was established to induce significant private investment in underperforming properties within the district.

5. The **Developer's stated estimated total project costs is about $5.785 million** broken down as follows:

a.	Property acquisition	$2,500,000
b.	FF&E	$777,752
c.	Building & site improvements	$1,729,384
d.	Interest carry	$196,550
e.	1st year working capital	$188,849
f.	Years 2-4 projected operating losses	$392,653

6. We used an industry average multiplier of 3.0 times room revenue to estimate the value for a limited service hotel property to determine the approximate ADR performance that would support the $2.5 million property acquisition costs stated above. At a 65% average occupancy rate, the $2.5 million value of a 103-room hotel would be supported by an ADR of just $34.00. Thus, this order-of-magnitude evaluation suggests that the property is not overpriced, even though the Bloomington Township Assessor has this property appraised at approximately $2.1 million.

7. After review of the project cost estimates, we made several corrections were made and the general conditions and profit on construction costs was reduced to the industry norm of 15%. Also, we don't agree with including the projected operation losses as part of the project costs. With these changes, **we revised the estimated total project costs to be approximately $5.1 million**. The total of FF&E and construction costs equates to approximately $25,000 per room.

8. PGAV ran several iterations of a **project financial pro-forma** using the Developer's revenue and expense figures plus two other scenarios that included incentives in the form of TIF reimbursements and sharing of hotel taxes:

    a. **Scenario A**: Use the Developer's revenue and expense estimates with the following financial incentives incorporated:

        i. 75% reimbursement of tax increment generated by the property.
        ii. Share hotel taxes:
            1. 100% year 2 & 3
            2. 75% Year 4
            3. 50% Year 5
            4. 25% Year 6-10

b. **Scenario B**: Revised the Developer's assumptions on "Average Daily Rates" (ADR) by increasing it by $5.00 for years 2 through 6. We thought that these higher ADRs could be achievable. We also reduced several of the expense line items to be more realistic in terms of industry norms and reduced the Developer's estimated increase in property taxes to be more in line with hotel property assessments in Bloomington. Also, equity in the project was increased from 19% to 25%. The same financial incentives as Scenario A were incorporated.

We used an investment time horizon of 11 years. The results revealed very anemic cash on cash returns (or "return on equity") using the Developer's estimates and under Scenario A. Using the Developer's estimates, the overall ROE in this time horizon was about 2.9% annually. Incorporating the financial incentives (Scenario A), this improved to 6.5% annually, still below the level that could attract the necessary equity given the level of risk on this type of commercial property. With the adjustments made in the assumption under Scenario B, the overall ROE increases to 9.7%, certainly not robust, but on the cusp of rendering a "go" investment decision.

9. The Best Western flag is considered a chain "midscale" lodging product by Lodging Magazine. The Best Western brand is being updated and there seems to be greater marketing efforts to get the message out to consumers. There was discussion of obtaining a Best Western "Plus" flag, which is the next level up at "upper midscale". However, the Developer claimed that going to this level would add about $600,000 to the project costs and without a commensurate increase in ADR, it would not be feasible.

Conclusions and Recommendations:

1. The existing Baymont Inn is at the stage where a hotel is typically in need of FF&E replacement and facility refreshment. In order to maintain a franchise, such reinvestment is typically necessary every 10 to 15 years. A significant portion of what the Developer is proposing is just that, but there are extraordinary expenses as well.

2. Incentivizing private investment in redevelopment projects is not intended to reduce costs to the point where the benefiting entity is put in a more competitive position than its business peers. Incentives should be structured so as to achieve the results of mitigating or avoiding conditions that may lead to blight such as

vacant and unmaintained buildings. In doing so, such incentives can also close the "gap" between a project being not financially feasible to feasible.

3. Under the circumstances at hand, one option would be to let the market take its course. This would likely lead to foreclosure and perhaps a tax lien on the property. This could also lead to the building remaining vacant for some time and becoming further deteriorated. One of, if not the only upside to this option is that the ultimate sale price of the property may become lower than the current $2.5 million price tag.

4. The other option would be to try to rescue the property by incentivizing a new owner to take over the hotel and invest a significant sum to revitalize it. If this is the course the City chooses, we recommend the following:

    a. Keep incentive package for a hotel project to a term of 10 years or less.

    b. Limit the incentive level to not more than 20% of the total project costs, unless other extraordinary costs, not already identified, justify an increase.

    c. With respect to TIF, contribute not more than 75% of the tax increment so that there will be increment for other needs within the TIF district.

    d. TIF will not likely generate a large revenue stream with respect to this property. The rebate of hotel operators' occupation sales tax, under the City's home rule authority, will likely be necessary to reach a level of 20% of the total project costs. We suggest a declining sliding scale for sharing such tax because the need for cash flow will be greater in the early years versus the later years.

Review of the Proposed Incentive for Milan Hotels (Magnus Hotels LLC)
for Compliance with the City's Economic Development Goals, Plans, and Guidelines
October 24, 2016

The proposed incentive for Milan Hotels (Magnus Hotels LLC) is in compliance with 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. The proposed incentive is congruent with the City of Bloomington Comprehensive Plan 2035 ("Bring it on Bloomington") which was adopted by the City Council on August 24, 2015. The proposed incentive is also congruent with the Redevelopment Plan for the Empire Street Corridor TIF District which was approved by the City Council on February 22, 2016.

A. The Economic Development Strategic Plan is supportive of the proposed incentive in accordance with the following Goals and Objectives:

- **Goal 1. Retail Retention & Recruitment:** Initiate retail retention and recruitment efforts that will expand the commercial tax base in such a way so as to enhance municipal operations and relieve the burden on individual tax payers.
  - ✓ **Objective B:** Exercise efforts to attract and recruit commercial retailers so as to improve upon shopping center occupancy rates and encourage revitalization of older commercial properties.

- **Goal 7. Prosperous Community:** Ensure that investment in economic development will add economic value and increase employment within the City.
  - ✓ **Objective A:** Increase the commercial and industrial tax base by actively working towards initiatives that positively impact business taxes including, but not limited to, property taxes, sales taxes, food and beverage taxes and hotel/motel taxes.
  - ✓ **Objective B:** Provide normal and customary incentives to new and existing businesses that locate within the City and create jobs.

B. The Economic Development Incentive Guidelines are supportive of the proposed incentive in accordance with the following Goals and Objectives:

- **Goal 1. Strategic Use of Incentives:** Economic incentives considered by the City must provide a distinct financial return to the City.
  - ✓ **Objective A:** Developer will be required to provide either an affidavit to support their "but for" claim or proof of a competing incentive offer from a location outside of McLean County.
  - ✓ **Objective B:** Careful consideration will be given in order to evaluate the financial situation of the developer and attest to the legitimacy, or lack thereof, of said affidavit.
  - ✓ **Objective D:** 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.

- **Goal 2. Incentive Application Process:** Economic incentives considered by the City must be initiated by the formal application process.
  - ✓ **Objectives A:** Requests for economic development assistance must be in the form of a completed application.
  - ✓ **Objective B:** Applications must be accompanied by detailed financial information that demonstrates the anticipated revenue that the project is expected to generate and also includes a 'sources and uses statement'.

- **Goal 3. Incentive Sources and Uses:** Economic incentives considered by the City should be derived from new incremental revenue sources unless the 'but for' theory is proven and the City will benefit from a distinct financial return.
  - ✓ **Objective A:** For projects that are requesting sales or property tax rebate incentives, only those City revenues which are directly accrued on an annual basis by the proposed project, will be considered for use to assist in the development or redevelopment activities and costs.

- **Goal 4: Incentive Guidelines:** Economic incentives considered by the City of Bloomington must be of an appropriate amount and extend over an appropriate amount of time as related to the proposed project.
  - ✓ **Objective A:** Normally, not more than 20% of the total project cost will be supported by incentive revenues.
  - ✓ **Objective B:** Total project cost is the cost of development of the project including all land, site, and public infrastructure, and building and site amenity costs necessary to constitute an operating commercial or industrial project.

- **Goal 6. Incentive Terms and Agreements:** Economic incentives considered by the City of Bloomington will be subject to a development agreement inclusive of performance based measurements and appropriate claw back provisions.
  - ✓ **Objective A:** All project assistance from the City will be provided based on a negotiated development project agreement between the City and the developer and is subject to performance based measurements as adopted by the City Council.

- **Goal 7. State and Federal Regulations:** Economic incentives considered by the City of Bloomington will be subject to conformity with applicable State and Federal provisions.
  - ✓ **Objective B:** Projects proposed within a TIF Districts shall be subject to the provisions of the Illinois Tax Increment Allocation Redevelopment Act (TIF Act, 65 ILCS 5/11-74, 4-1), as amended.

- **Goal 8. Incentives for Future Development:** Economic incentives considered by the City of Bloomington will not be considered on a retroactive basis.
  - ✓ **Objective A:** No assistance will be provided to any project for expenditures incurred prior to the adoption of the ordinances required to implement the project.

C. The City of Bloomington Comprehensive Plan 2035 ("Bring it on Bloomington") lists the subject property as a "**Tier 1 Site:** Vacant and under-utilized land for infill development or redevelopment within the City." Further, the Comprehensive Plan is supportive of the proposed incentive in accordance the following goals:

ED-1.2 Leverage community assets in attracting business.

ED-1.2i Offer financial incentives to attract new businesses that meet one or more of the following criteria

c) located on infill/redevelopment sites

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-4.2d Develop incentives to encourage private reinvestment in targeted neighborhoods, including funding resources and infrastructure to make private reinvestment feasible.

ED-4.2e Target efforts to improve areas identified in the redevelopment areas map, prioritizing as opportunities are presented.

ED-4.2f Improve the appearance of the City's primary entrances.

D. The Redevelopment Plan for the Empire Street Corridor TIF District is supportive of the proposed incentive in accordance the six objectives of the plan:

1. Reduce or eliminate those conditions that qualify the Area as eligible for tax increment financing by carrying out the Redevelopment Plan to renovate existing buildings, reduce building vacancies, selective redevelopment of properties, upgrade the water distribution system and other public works improvements.

2. Prevent the recurrence of blighting conditions.

3. Enhance the real estate tax base for the City and all overlapping taxing districts through the implementation and completion of the activities identified in the Redevelopment Plan.

4. Encourage and assist private investment in the redevelopment of the Area through the provision of financial assistance as permitted by the Act.

5. Provide for safe and efficient traffic circulation within the Area.

6. Complete all public and private actions required in this Redevelopment Plan in an expeditious manner.

Consideration of an Ordinance approving a Redevelopment Agreement with Milan Hotels / Magnus Hotels LLC to support the renovation of the hotel at 604 ½ IAA Drive into a Best Western Plus

City of Bloomington Office of Economic Development

October 24, 2016

604 ½ IAA Drive: Subject Property Location

604 ½ IAA Drive: History:

1981 – 1985: Mini Golf Course
1986 – 2004: Hampton Inn & Suites
2005 – 2016: Baymont Inn & Suites

BW | Best Western®
Hotels & Resorts

BW Best Western®

BW Best Western PLUS®

BWP PREMIER BEST WESTERN

Precedent Images of Hampton Inn to Best Western Plus Conversions

Precedent Images of Hampton Inn to Best Western Plus Conversions

Sample Best Western Lobby

Sample Best Western Hotel Room

1948

1950

1962

1964

1966

1974

1982

1985

1991

1993

2001

2004

2010

2014

2015

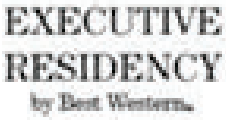
2015

2015

2015

2015

2015



2016

2016

Best Western Hotels & Resorts Recognized for Excellence

- **Best Western Ranked Number One Midscale Hotel, 2014 Business Travel News Chain Survey.**
- **Best Western Plus Ranked Number One Upper Midscale Hotel, 2014 & 2015 Business Travel News Chain Survey.**
- **Best Western Named AAA/CAA Partner of the Year since 2008.**
- **bestwestern.com Named Best Hotel Website by Compuware 2011-2015.**
- **Best Western Rewards Voted Top Three Best Hotel Loyalty Program by U.S. News & World Report and J.D. Power & Associates.**
- **Best Western Rewards received American Express Loyalty Award for Excellence in 2014.**
- **More than 1,800 Best Western hotels globally received TripAdvisor Certificate of Excellence awards in 2015.**

Municipal Risk Spectrum: Financing Mechanisms

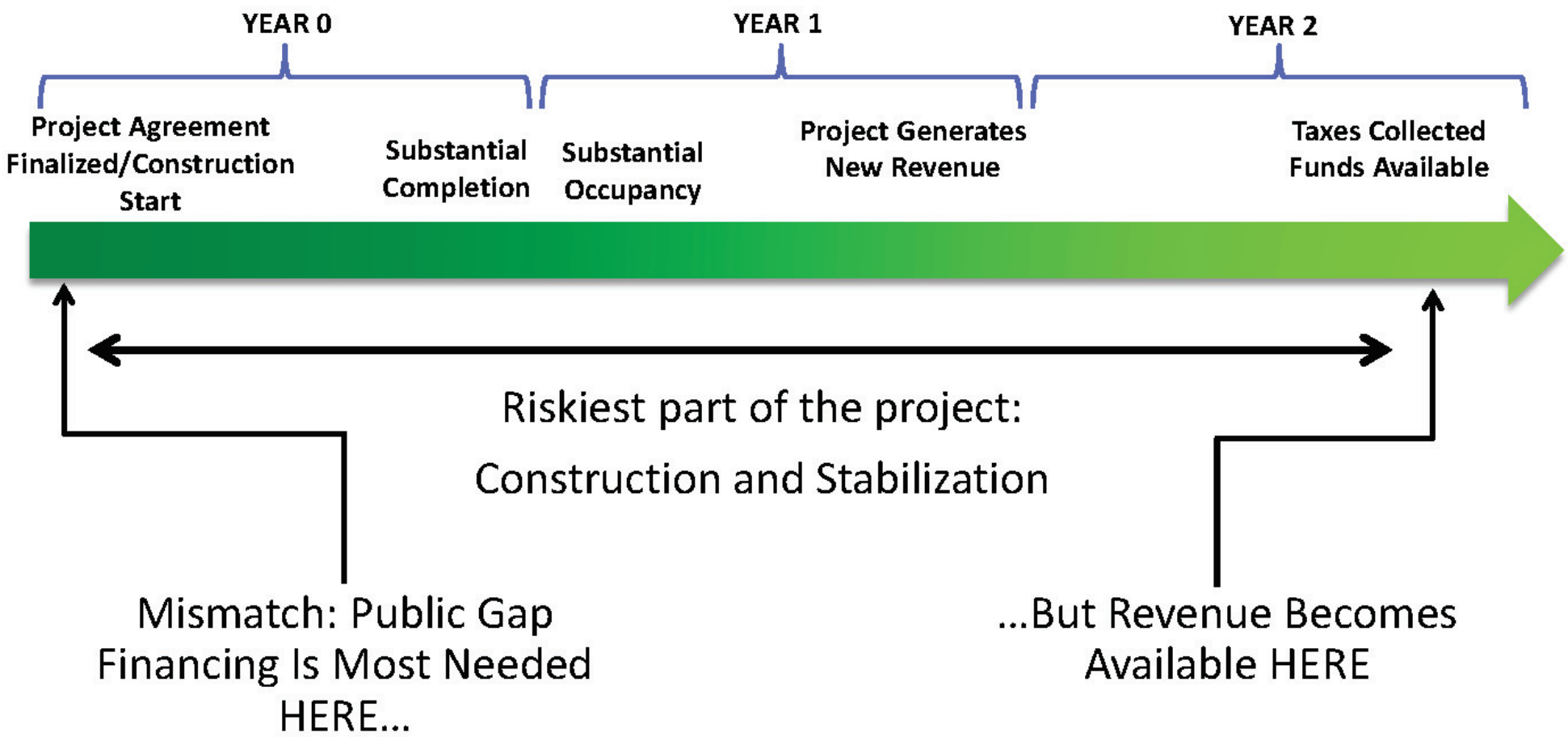
Lesser Risk → **Greater Risk**

Developer Note	Revenue Bond	Alternate Revenue Bond with Special Tax Backing	Alternate Revenue Bond with GO Backing
Revenues from Project itself; only to the extent they can be financed & materialize	Other Special Revenue Pledges (e.g., Special Assessment; Area-Wide Pledge)	Other Municipal Revenue Sources Affecting General Fund (e.g., sales tax, hotel tax)	Full Municipal Faith and Credit

Higher Financing Costs ← **Lower Financing Costs**

Mixing approaches can balance risk and cost

Fundamental Timing Problem



Ordinance No. _____

ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS AND MAGNUS HOTELS LLC

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

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq*., as from time to time amended (the "*TIF Act*") and the City's authority and powers as a home rule unit, the Mayor and City Council (collectively, the "*Corporate Authorities*") are empowered to undertake the development and redevelopment of designated areas within the City's municipal limits in which existing conditions permit such areas to be classified as a "blighted area" or a "conservation area" as defined in Section 11.74.4-3(a) of the TIF Act; and,

WHEREAS, pursuant to their powers and in accordance with the requirements of the TIF Act, the Corporate Authorities of the City pursuant to Ordinance Nos. 2016-08, 2016-09, and 2016-10, respectively, adopted by the Corporate Authorities on February 22, 2016, approved a redevelopment plan and project (the "*Redevelopment Plan*"), setting forth a plan for the development, redevelopment and revitalization of a redevelopment project area; designated a redevelopment project area known as the Empire Street Corridor Redevelopment Project Area (the "*Project Area*"); and, adopted tax increment financing for the Redevelopment Project Area; and,

WHEREAS, the Project Area includes a certain parcel of real estate improved with a 103 room hotel d/b/a Baymont Inn located at 604½ IAA Drive in the City which property is legally described on *Exhibit A* (the "*Subject Property*"); and,

WHEREAS, Magnus Hotels LLC (the "*Developer*") has advised the City that it is prepared to acquire the Subject Property to redevelop and transform the Baymont Inn into a Best Western Plus Hotel, as hereinafter described, at a cost of approximately $5,875,000 including $2,500,000 in acquisition costs, $2,700,000 estimated for renovation costs and $675,000 in financing and other costs (the "*Project*"), however, the Developer has also informed the City that its ability to proceed with the acquisition and renovation of the Subject Property shall require financial assistance from the City for certain costs to be incurred to acquire, construct and complete the Project; and,

WHEREAS, given the current deteriorated condition of the Subject Property and in order to induce the Developer to undertake the Project, the Corporate Authorities have determined that it is in the best interests of the City, and the health, safety, and welfare of the residents of the City, for the City to reimburse the Developer for certain eligible redevelopment project costs; and,

WHEREAS, the Corporate Authorities have determined that the Project to be undertaken by the Developer will be in furtherance of the Redevelopment Plan, thereby providing economic development and commercial business opportunities within the City, enhancing the tax base of the City and other taxing districts, and adding to the welfare and prosperity of the City and its inhabitants.

NOW, THEREFORE, **BE IT ORDAINED** by the Mayor and City Council of the City of Bloomington, McLean County, Illinois that the Redevelopment Agreement by and between the City of Bloomington, McLean County, Illinois and Magnus Hotels LLC, as 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 and to undertake any and all actions as may be required to implement its terms.

This Ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and approval as provided by law.

PASSED this _____ day of _____, 2016.

APPROVED:

_____
Mayor

AYES: _____

NAYS: _____

ABSENT: _____

Attest:

_____
City Clerk

REDEVELOPMENT AGREEMENT
by and between
THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS
and
MAGNUS HOTELS LLC
(*Best Western Plus Hotel*)

THIS REDEVELOPMENT AGREEMENT is entered into this ____ day of _____ 2016, by and between the City of Bloomington, McLean County, Illinois, an Illinois municipal corporation (the "*City*"), and Magnus Hotels LLC, an Illinois limited liability company (the "*Developer*").

PREAMBLES

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

WHEREAS, the Mayor and City Council of the City (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 deteriorating site improvements, 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, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq*., as from time to time amended (the "*TIF Act*") and the City's authority and powers as a home rule unit, the Corporate Authorities are empowered to undertake the development and redevelopment of designated areas within the City's municipal limits in which existing conditions permit such areas to be classified as a "blighted area" or a "conservation area" as defined in Section 11.74.4-3(a) of the TIF Act; and,

WHEREAS, on August 24, 2015, the Corporate Authorities authorized Peckham Guyton Alberts & Viets ("*PGAV*") to conduct a feasibility study of certain properties within the corporate boundaries of the City in order to determine the eligibility of a specific area for designation as a "redevelopment project area" (the "*Project Area*") pursuant to the provisions of the TIF Act and as a result of that said feasibility study determined that the Project Area qualified as a "conservation area" under the TIF Act; and,

WHEREAS, on February 22, 2016, the Corporate Authorities passed Ordinance Nos. 2016-08, 2016-09 and 2016-10 approving a redevelopment plan for the Project Area; designating the Project Area as the "Empire Street Corridor Redevelopment Project Area"; and, adopting the TIF Act as applicable to the Project Area; and,

WHEREAS, the Project Area includes a certain parcel of real estate improved with a 103 room hotel d/b/a Baymont Inn located at 604½ Iaa Drive in the City which property is legally described on *Exhibit A* (the "*Subject Property*"); and,

WHEREAS, the Developer has advised the City that it is prepared to acquire the Subject Property to redevelop and transform the Baymont Inn into a Best Western Plus Hotel, as hereinafter described, at a cost of approximately $5,875,000 including $2,500,000 in acquisition costs, $2,700,000 estimated for renovation costs and $675,000 in financing and other costs (the "*Project*"), however, the Developer has also informed the City that its ability to proceed with the acquisition and renovation of the Subject Property shall require financial assistance from the City for certain costs to be incurred to acquire, construct and complete the Project; and,

WHEREAS, the Developer is prepared to make commitments to the City regarding the renovation and redevelopment of the Subject Property as hereinafter set forth and upon satisfaction of such commitments, the City is prepared to reimburse the Developer for certain costs incurred in connection with the Project from revenues available to the City as authorized by the TIF Act as well as a portion of incremental hotel/motel taxes to be generated by the operation of a renovated hotel at the Subject Property, all as hereinafter set forth; and,

WHEREAS, given the current deteriorated condition of the Subject Property, the Corporate Authorities believe that its renovation and redevelopment is in the best interest of the City and the health, welfare and prosperity of its residents.

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 if restated in this Section.

Section 2. General Conditions for Financial Assistance.

It is understood and agreed by the parties hereto that the commitments by the City as set forth in this Agreement are contingent upon the following:

A. That the Subject Property is renovated and remodeled in accordance with the standards outlined in Best Western Hotels & Resorts' New Construction & Conversions Design Guidelines revised February 2016 ("*Best Western Design Guidelines*"); and, at the completion of the Project, Best Western Hotels & Resorts shall designate the Subject Property a "Best Western Plus".

B. That reimbursement by the City to the Developer shall be in an amount not to exceed the lesser of (i) 11.5% of the total costs of the Project; or (ii) $675,000 of the "redevelopment project costs" as defined in the TIF Act ("*Redevelopment Project Costs*").

C. That the source of revenue for reimbursement by the City of Redevelopment Project Costs shall be limited to the Hotel/Motel Tax and incremental property taxes generated by the Subject Property, only to the extent those revenues materialize, and shall be rebated on a "pay as you go" basis for a maximum period of ten (10) years. The ten-year period of the incentive shall commence upon the awarding of a certificate of occupancy by the City's Community Development Department.

Section 3. Obligations of the Developer.

A. On or before December 31, 2016, the Developer shall have acquired the Subject Property and deliver to the City for its approval, such plans for the redevelopment and renovation of the Subject Property as deemed sufficient to meet the Best Western Design Guidelines.

B. On or before June 30, 2017, the Developer shall have commenced construction of the Project in accordance with the plans as approved by the City and on or before December 31,

2017; have completed the Project in accordance with the approved plans, all applicable City Codes and the laws of the State of Illinois; and, have been issued a certificate of occupancy by the City to commence operation of a Best Western Plus Hotel.

C. On or before December 31, 2017, the Developer shall provide the City with its certification and authorization from Best Western International, Inc., to operate a Best Western Plus Hotel at the Subject Property.

D. The Developer agrees to commence operation of a Best Western Plus Hotel on or before March 31, 2018, and to deliver to the City an itemized list of all costs incurred in connection with the Project, accompanied by such receipts, contracts, invoices, lien waivers and such other documents as necessary to evidence the total costs actually expended by the Developer for the acquisition, construction and completion of the Project (the "*Project Costs*").

E. The Developer covenants and agrees to maintain the Subject Property in accordance with all applicable City Codes and laws of the State of Illinois and to pay, when due, all fees, taxes, fines, or other amounts due to the City pursuant to its ordinances and City Code, due to the County, the State of Illinois or the United States.

F. The Developer covenants and agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq*. (the "*Prevailing Wage Act*"), as may be required.

G. At all times during the term of this Agreement, the Developer covenants and agrees to comply with all applicable ordinance, permits, licenses and regulations of the City and all applicable laws of the State of Illinois and the Federal government.

H. The Developer shall pay any and all delinquent and outstanding real estate taxes on the Subject Property and all outstanding and unpaid "Hotel/Motel Tax", as hereinafter defined, from hotel operations of the Baymont Inn at the Subject Property.

Section 4. City's Obligations.

A. Upon receipt of an itemized list of the Project Costs, the City shall calculate the amount to be reimbursed to the Developer, said amount being the lesser of 11.5% of the total Project Costs or $675,000 (the "*Reimbursable Amount*"), but only for such costs as are eligible Redevelopment Project Costs as defined by the TIF Act.

B. Upon satisfaction of all of the obligations of the Developer as hereinabove set forth in Section 3 and for so long as no notice of default has been issued to the Developer and remains outstanding pursuant to Section 7 hereof, the City agrees to reimburse the Developer for Redevelopment Project Costs as defined in the TIF Act in an amount not to exceed the Reimbursable Amount from the following sources:

(i) Seventy-Five Percent (75%) of the Incremental Taxes, as hereinafter defined as a result of the adoption of the TIF Act as applicable to the Subject Property; and,

(ii) One Hundred Percent (100%) of the six percent (6%) Tax Upon the Use and Privilege of Renting a Hotel or Motel Room, as imposed by Chapter 39, Article VIII, Sections 25 through 31 of the Bloomington City Code (the "*Hotel/Motel Tax*"), for a period of three (3) years commencing upon the issuance of a certificate of occupancy for the Subject Property; then seventy-five percent (75%) of the Hotel/Motel Tax for the following twenty-four (24) months; and finally, fifty percent (50%) of the Hotel/Motel Tax for an additional sixty (60) months or less if the Reimbursable Amount has been paid.

For purposes of this Agreement "Incremental Taxes" shall mean the amount of ad valorem taxes, if any, paid in respect of the Subject Property and its improvements which is attributable to the increase in the equalized assessed value of the Subject Property and its improvements over the initial equalized value of the Subject Property.

Section 5. Pledged Funds.

A. The City has established a special tax allocation fund for the Project Area, as required by the TIF Act (the "*STAF*") into which the City shall deposit Incremental Taxes as received from the Project Area as a result of the adoption of the TIF Act.

B. On December 1 of each year [or, if later, that date which is ten (10) days following the date upon which the City receives Incremental Taxes from the final installment of real estate taxes], seventy-five percent (75%) of the Incremental Taxes received by it with respect to the Subject Property shall be transferred and deposited into the Best Western Plus Hotel Subaccount of the STAF (which Subaccount shall be automatically created by the ordinance approving this Agreement) and used solely to reimburse the Developer for approved Reimbursable Project Costs in accordance with this Agreement.

C. Each month during the term of this Agreement, the City shall deposit the Hotel/Motel Tax remitted by the Developer into the Best Western Sub-Account to use to reimburse the Developer for Redevelopment Project Costs in accordance with the limitations hereinabove set forth.

D. The deposits into the Best Western Plus Hotel Sub-Account as hereinabove directed, shall be collectively hereinafter referred to as "Pledged Funds".

Section 6. Procedures for and Application of Reimbursement to the Developer.

(a) The Developer shall advance all funds and all costs necessary to construct and complete the Project.

(b) So long as no notice of default has been issued and such default has not been cured on the condition that the Developer had submitted to the City an itemization of all costs incurred in connection with the Project pursuant to Section 3(c) hereof the City shall reimburse

the Developer for Redevelopment Project Costs on or before December 15 each year during the term of this Agreement from all Pledged Funds deposited in the Best Western Hotel Sub-Account since the prior date of reimbursement to the Developer until the earlier of: (i) payment in full of the Reimbursable Amount; or, (ii) the tenth (10th) anniversary of the date the certificate of occupancy is issued for the Subject Property.

Section 7. 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 in adequate detail 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. A default not cured as provided above shall constitute a breach of this Agreement, unless the City grants the Developer additional time to accomplish the cure. 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 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. If any voluntary or involuntary petition or similar pleading under any section or sections 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 as 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, to the extent such election is permitted by law and is not unenforceable under applicable federal bankruptcy laws, but is not required, with or without notice of such election and with or without entry or other action by the City, to forthwith terminate this Agreement.

C. 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. A default not cured shall constitute a breach of this Agreement.

D. Any failure or delay by the City or the Developer in asserting any of their respective 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 either of them 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 under or upon any obligation contained herein or for any claim based thereon 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 hereunder, 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. Notwithstanding the foregoing, in the event either party shall institute legal action against the other party because of a breach of any agreement or obligation contained in this Agreement, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

Section 8. Term.

Unless earlier terminated pursuant to Section 7, the term of this Agreement shall commence on the date of execution and end upon the earlier of payment in full of the Reimbursable Amount to the Developer as provided in Section 4 B. or the tenth (10th) anniversary of the issuance of a certificate of occupancy for the Subject Property.

Section 9. Verification of Tax Increment.

The Developer shall use its best efforts to cooperate with the City in obtaining copies of all real estate tax bills for the Subject Property bills payable in 2016, and paid in each subsequent year during the term of this Agreement for the Subject Property.

Section 10. 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 obligations of this Agreement on such party's part to be performed 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 shall occur or either party shall claim that such an event shall have occurred, the party to whom such claim is made shall investigate same and consult with the party making such claim regarding the same 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 caused by such Force Majeure.

Section 11. Assignment.

This Agreement, title to Subject Property or change of the management company of the Best Western Plus Hotel may not be assigned by the Developer without the prior written consent of the City.

Section 12. Developer's 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 or agent or employee thereof (so long as such contractor, subcontractor or 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 or 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, at its own expense, satisfy and discharge the same. This paragraph shall not apply, and the Developer shall have no obligation whatsoever, 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 13. 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 14. 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 15. 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 : Nish Jobalia
Magnus Hotels LLC
604 ½ IAA Drive
Bloomington, Illinois 61701

With a copy to:

To the City : City Manager
City of Bloomington
109 East Olive Street
Bloomington, Illinois 61702

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

Corporation Counsel
City of Bloomington
109 East Olive Street
Bloomington, Illinois 61702

Section 16. 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 17. 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 18. No Discrimination – Construction.

The Developer for itself and its successors and assigns agree that in the construction of the improvements on the Subject Property provided for in this Agreement the Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.

Section 19. Amendment.

This Agreement, and any exhibits attached to this Agreement, may be amended only in a writing signed by all the parties with the adoption of any ordinance or resolution of the City approving said amendment, as provided by law, and by execution of said 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 subject matter hereof.

Section 20. 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.

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: _____
Mayor

Attest:

_____
City Clerk

Magnus Hotels LLC, an Illinois limited liability company

By: _____
President

Attest:

_____
Secretary

Exhibit A

Legal Description of Subject Property

REGULAR AGENDA ITEM NO. 8C

FOR COUNCIL: October 24, 2016

SUBJECT: Consideration of the analysis of Bids and Approval of the FY 2017 Sewer Rehabilitation Contract, City Bid No. 2017-17.

RECOMMENDATION/MOTION: That the unit prices from Hoerr Construction, Inc. for the Base Bid and Alternate Bid A be accepted, and a contract awarded in the amount of $1,695,000.00, and the City Manager and City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objectives 2c. Functional, well maintained sewer collection system; 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: Work proposed within this contract includes sanitary sewer cured-in-place pipe lining (CIPP), manhole rehabilitation and lining, sewer point repairs in various locations throughout the City. The CIPP sewer lining process involves inverting or pulling a resin saturated tube made of polyester, fiberglass cloth or other materials into an existing pipe and curing the resin with hot water to form a tight-fitting, and corrosion-resistant pipe. The sewers planned for lining range in diameter from 8" to 36". Sewers were selected for rehabilitation based on information obtained from sewer televising, work orders or emergency repairs, and the Sewer Master Plan. This contract will cover emergencies repairs. Therefore, some locations that will be rehabilitated with this contract are unknown at this time. The bid package included a base bid for sewer lining and miscellaneous pay items and two alternate bids (A & B) for manhole lining. Alternate Bid A specified a polymer manhole lining system and Alternate Bid B specified the use of a polyurea manhole lining system; contractors could bid one or both or neither of the alternates. All contractors elected to bid on the Alternate A, polymer lining system, and not Alternate B.

The contract allows 180 calendar days for the work to be completed from the issuance of the Notice to Proceed. The selected contractor will be required to provide a Performance Bond and Certificates of Insurance within ten (10) days after receipt of the Notice of Award. The required Performance Bond to the City in the penal sum of $1,695,000 is a guarantee that the work will be completed according to the contract. As a part of this Contract the liner is warrantied for one year after completion.

Since 2012, including 2017 contract, the City of Bloomington has awarded CCTV contracts for approximately 45 miles, or 13%, of the 335 miles of combo and sanitary sewers. It is important to be proactive while televising with CCTV contracts to determine the condition of the existing sewer system, because of the high cost of sewer point repairs. In addition, to the televising on

these contracts the City receives a detailed pipe assessment and rating utilizing a standardize system call the NASSCO Pipeline Assessment Certification Program® (PACP®). The sewer rehabilitation contracts prioritize the sewers that require CIPP lining based on when the roads will be resurfaced, PACP assessment, and the location of the sewer under major city routes. If the City can determine the conditions and potential failures in the sewer system before the road fails, there is a good chance that point repairs and road failures would be minimized from lining with a structural CIPP liner. The average point repair can cost up to $12,000, or more, and the City could line over 500 feet of 8" sewer with the same money. The Sewer Master Plan has recommended spending $3,250,000 annually to rehabilitate the City's sewer system along with additional staffing needs (FTEs) of 2.5. CCTV analysis and sewer rehabilitation is related to the amount of street resurfacing. The sewer work is performed prior to the street resurfacing to avoid need for sewer repairs on newly resurfaced streets.

The Public Works Department's Engineering Division prepared plans and specifications for Bid # 2017-17. This bid letting was advertised in The Pantagraph on September 20, 2016 and September 27, 2016. A pre-bid meeting was conducted at 1:30 PM on September 27, 2016, in the Public Works Department Conference Room. Bids were opened and read aloud on October 6, 2016.

	(Base Bid + Alt. Bid A)
Hoerr Construction, Inc. (Low Bid)	**$ 1,408,292.00**
Insituform Technologies USA, LLC	$ 1,513,378.50
Michels Pipe Services	$ 1,499,801.00
SAK Construction, LLC	$ 1,679,559.50
Visu-Sewer of Illinois, LLC	$ 1,715,958.00
Inland Water Pollution Control, Inc.	$ 1,603,477.00
Layne Inliner, LLC	$ 1,730,160.00
Engineer's Estimate	$ 1,467,020.00

Budget

Sanitary Sewer	Sewer & Manhole Lining Program	$ 1,500,000
	Sewer Engineering Services	$195,000
Total Budget		**$ 1,695,000**
Total Contract Award		**$ 1,695,000**

Since the project involves lining of sewers throughout the City along with an unknown number of point repairs which require excavation, staff recommends awarding a contract for $1,695,000. This will allow the City to take advantage of the excellent contract unit prices to add additional CIPP quantities if advantageous and make needed sewer point repairs as they are discovered. The number of point repairs is unknown at this time. A few potential locations have been observed from the available CCTV video. These locations as well as others identified by the pre-installation CCTV will be reviewed and discussed with the selected Contractor to determine if a sewer point repair is needed.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:
The project was publicly solicited.

FINANCIAL IMPACT: The Sewer & Manhole Lining Program was appropriated in the FY 2017 Budget in Sewer Fund - Sewer Construction & Improvement account (51101100-72550) for $1,500,000. The remaining $195,000 will be funded by other capital projects that will not be completed in FY 2017. The two projects are the Broadmoor Sanitary Sewer/Footing Drain Survey and the Valley Sewer Maizefield CSO Elimination. Both of these projects were budgeted in Sewer – Engineering Services account (51101100-70050) for $125,000 and $70,000. Stakeholders can locate this in the FY 2017 Proposed Budget Book titled "Other Funds & Capital Improvement Program" on pages 142, 275, 388, 390 and 391.

Respectfully submitted for Council consideration.

Prepared by: Wardney F. Snarr, PE, Project Engineer

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments:
- Bid Tabulation
- Contract
- Overall Plan
- Completed Sewer Lining Map

Motion: That the unit prices from Hoerr Construction, Inc. for the Base Bid and Alternate Bid A be accepted, and a contract awarded in the amount of $1,695,000.00, and the City Manager and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Buragas				Alderman Painter			

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

CITY OF BLOOMINGTON

FY 2017 SEWER REHABILITATION

PROJECT NO. # 50-18-53006-17-00

CITY BID NO. 2017-17

BID TABULATION

Bid Opening Date: 10/06/2016
Bid Opening Time: 1:30 PM
Prepared By: WFS 10/06/2016

Attended By: Ward Snarr, Ryan Otto, Misty Shafer, Renee Gooderham

LOW BID

BASE BID

ITEM	DESCRIPTION	UNIT	APPROX QTY	*ENGINEERS ESTIMATE* UNIT COST	*ENGINEERS ESTIMATE* TOTAL	**Hoerr Construction Inc.** UNIT COST	**Hoerr Construction Inc.** TOTAL	Insituform Technologies USA, LLC UNIT COST	Insituform Technologies USA, LLC TOTAL	Michels Pipe Services, a div. of MICHELS CORPORATION UNIT COST	Michels Pipe Services, a div. of MICHELS CORPORATION TOTAL	SAK Construction,LLC UNIT COST	SAK Construction,LLC TOTAL	Visu-Sewer of Illinois, LLC UNIT COST	Visu-Sewer of Illinois, LLC TOTAL	Inland Water Pollution Control, Inc. UNIT COST	Inland Water Pollution Control, Inc. TOTAL	Layne Inliner, LLC UNIT COST	Layne Inliner, LLC TOTAL
1	8" Dia. Cured-In-Place Pipe (CIPP)	LF	1162	$22.00	$25,564.00	$21.00	$24,402.00	$21.00	$24,402.00	$23.50	$27,307.00	$24.00	$27,888.00	$31.00	$36,022.00	$28.00	$32,536.00	$38.00	$44,156.00
2	10" Dia. Cured-In-Place Pipe (CIPP)	LF	566	$25.00	$14,150.00	$24.00	$13,584.00	$21.00	$11,886.00	$24.00	$13,584.00	$24.25	$13,725.50	$35.00	$19,810.00	$29.00	$16,414.00	$41.00	$23,206.00
3	12" Dia. Cured-In-Place Pipe (CIPP)	LF	5349	$30.00	$160,470.00	$28.00	$149,772.00	$29.00	$155,121.00	$28.00	$149,772.00	$34.00	$181,866.00	$37.00	$197,913.00	$39.00	$208,611.00	$42.00	$224,658.00
4	15" Dia. Cured-In-Place Pipe (CIPP)	LF	2547	$42.00	$106,974.00	$40.00	$101,880.00	$40.50	$103,153.50	$43.00	$109,521.00	$42.00	$106,974.00	$58.00	$147,726.00	$52.00	$132,444.00	$56.00	$142,632.00
5	18" Dia. Cured-In-Place Pipe (CIPP)	LF	426	$60.00	$25,560.00	$59.00	$25,134.00	$63.00	$26,838.00	$58.00	$24,708.00	$78.00	$33,228.00	$79.00	$33,654.00	$114.00	$48,564.00	$74.00	$31,524.00
6	24" Dia. Cured-In-Place Pipe (CIPP)	LF	936	$82.00	$76,752.00	$80.00	$74,880.00	$88.00	$82,368.00	$82.00	$76,752.00	$103.00	$96,408.00	$118.00	$110,448.00	$118.00	$110,448.00	$94.00	$87,984.00
7	36" Dia. Cured-In-Place Pipe (CIPP)	LF	2860	$130.00	$371,800.00	$124.00	$354,640.00	$151.00	$431,860.00	$140.00	$400,400.00	$187.00	$534,820.00	$171.00	$489,060.00	$141.00	$403,260.00	$150.00	$429,000.00
8	Traffic Control and Protection	LS	1	$20,000.00	$20,000.00	$17,000.00	$17,000.00	$14,000.00	$14,000.00	$15,000.00	$15,000.00	$20,000.00	$20,000.00	$15,000.00	$15,000.00	$20,000.00	$20,000.00	$40,000.00	$40,000.00
9	Mobilization	LS	1	$23,000.00	$23,000.00	$17,000.00	$17,000.00	$46,000.00	$46,000.00	$42,857.00	$42,857.00	$40,000.00	$40,000.00	$25,000.00	$25,000.00	$15,000.00	$15,000.00	$67,500.00	$67,500.00
10	Point Repairs	LS	1	$500,000.00	$500,000.00	$500,000.00	$500,000.00	$500,000.00	$500,000.00	$500,000.00	$500,000.00	$500,000.00	$500,000.00	$500,000.00	$500,000.00	$500,000.00	$500,000.00	$500,000.00	$500,000.00
11	Service Lateral Reinstatement	EA	250	$125.00	$31,250.00	$100.00	$25,000.00	$100.00	$25,000.00	$153.00	$38,250.00	$55.00	$13,750.00	$150.00	$37,500.00	$48.00	$12,000.00	$50.00	$12,500.00
12	Removal of Protruding Lateral Connections	EA	100	$250.00	$25,000.00	$200.00	$20,000.00	$75.00	$7,500.00	$203.00	$20,300.00	$100.00	$10,000.00	$150.00	$15,000.00	$163.00	$16,300.00	$250.00	$25,000.00
				TOTAL BASE BID	$1,380,520.00		$1,323,292.00		$1,428,128.50		$1,418,451.00		$1,578,659.50		$1,627,133.00		$1,515,577.00		$1,628,160.00

ALTERNATE BID A - MANHOLE LINER POLYMER LINING SYSTEM

ITEM	DESCRIPTION	UNIT	APPROX. QTY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
A1	Manhole Liner Polymer Lining System, ≤3' Diameter	VERTICAL FT	50	$280.00	$14,000.00	$275.00	$13,750.00	$280.00	$14,000.00	$267.00	$13,350.00	$333.00	$16,650.00	$291.50	$14,575.00	$288.00	$14,400.00	$340.00	$17,000.00
A2	Manhole Liner Polymer Lining System, 4' Diameter	VERTICAL FT	250	$290.00	$72,500.00	$285.00	$71,250.00	$285.00	$71,250.00	$272.00	$68,000.00	$337.00	$84,250.00	$297.00	$74,250.00	$294.00	$73,500.00	$340.00	$85,000.00
				TOTAL ALT. BID A	$86,500.00		$85,000.00		$85,250.00		$81,350.00		$100,900.00		$88,825.00		$87,900.00		$102,000.00

ALTERNATE BID B - MANHOLE LINER POLYUREA LINING SYSTEM

ITEM	DESCRIPTION	UNIT	APPROX. QTY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
B1	Manhole Liner Polyurea Lining System, ≤3' Diameter	VERTICAL FT	50	$425.00	$21,250.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
B2	Manhole Liner Polyurea Lining System, 4' Diameter	VERTICAL FT	150	$425.00	$63,750.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
				TOTAL ALT. BID B	$85,000.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00

TOTAL BASE BID + ALT. A	$1,467,020.00	$1,408,292.00	$1,513,378.50	$1,499,801.00	$1,679,559.50	$1,715,958.00	$1,603,477.00	$1,730,160.00
TOTAL BASE BID + ALT. B	$1,465,520.00	$1,323,292.00	$1,428,128.50	$1,418,451.00	$1,578,659.50	$1,627,133.00	$1,515,577.00	$1,628,160.00

AGREEMENT

THIS AGREEMENT, Made and entered into this **_____,** by and between**, Hoerr Construction, Inc.,** first party, also hereinafter referred to as "Contractor", and the City of Bloomington, a municipal corporation, second party.

WITNESSETH:

THAT WHEREAS, the City of Bloomington, did on **September 20, 2016,** by advertisement, call for bids for furnishing all labor and material for the construction of **FY2017 SEWER REHABILITATION** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **Thursday, October 6, 2016**, submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **FY2017 SEWER REHABILITATION** on file in the office of the City Engineer of said City. A copy of which specifications, plans and profiles of said improvement on file in the City Engineer's Office are hereby referred to and made a part hereof by reference, and said first party being the lowest responsible bidder was awarded the contract for the construction of the said improvement, which bid of said Contractor is hereto attached and made a part hereof.

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

And it is also understood and agreed that the Proposal Package, Specifications, Special Provisions, Contractor's Proposal, Contract Bond and Project Addenda hereto attached, and the Plans for **FY2017 SEWER REHABILITATION** are all essential documents of this contract and are a part hereof.

IT IS FURTHER AGREED that said Contractor will furnish a bond to the City of Bloomington in the penal sum of **$1,695,000.00** executed by said contractor and at least two responsible persons as sureties or by some surety company satisfactory to the said City of Bloomington and the City Council, as a guarantee that said Contractor faithfully will perform the work in accordance with this agreement.

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

IT IS FURTHER AGREED that said Contractor shall complete all work within **180 calendar days** of issuance of the written NOTICE TO PROCEED.

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

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

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

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

The number of inspectors to be placed on said work shall be determined by the City of Bloomington, but if at any time on account of a disregard of any of the provisions of this contract by the said first party, or on account of the failure of

said first party to faithfully perform the work in accordance with this contract, additional inspectors shall be deemed necessary by said City, the pay of such additional inspectors shall be charged to said Contractor and be deducted from the amount due said Contractor on final settlement under this contract.

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

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

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

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

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

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

(Seal)

ATTEST;

_____
City Clerk

CITY OF BLOOMINGTON

By:_____
City Manager

WITNESS:

CONTRACTOR (Seal)

_____

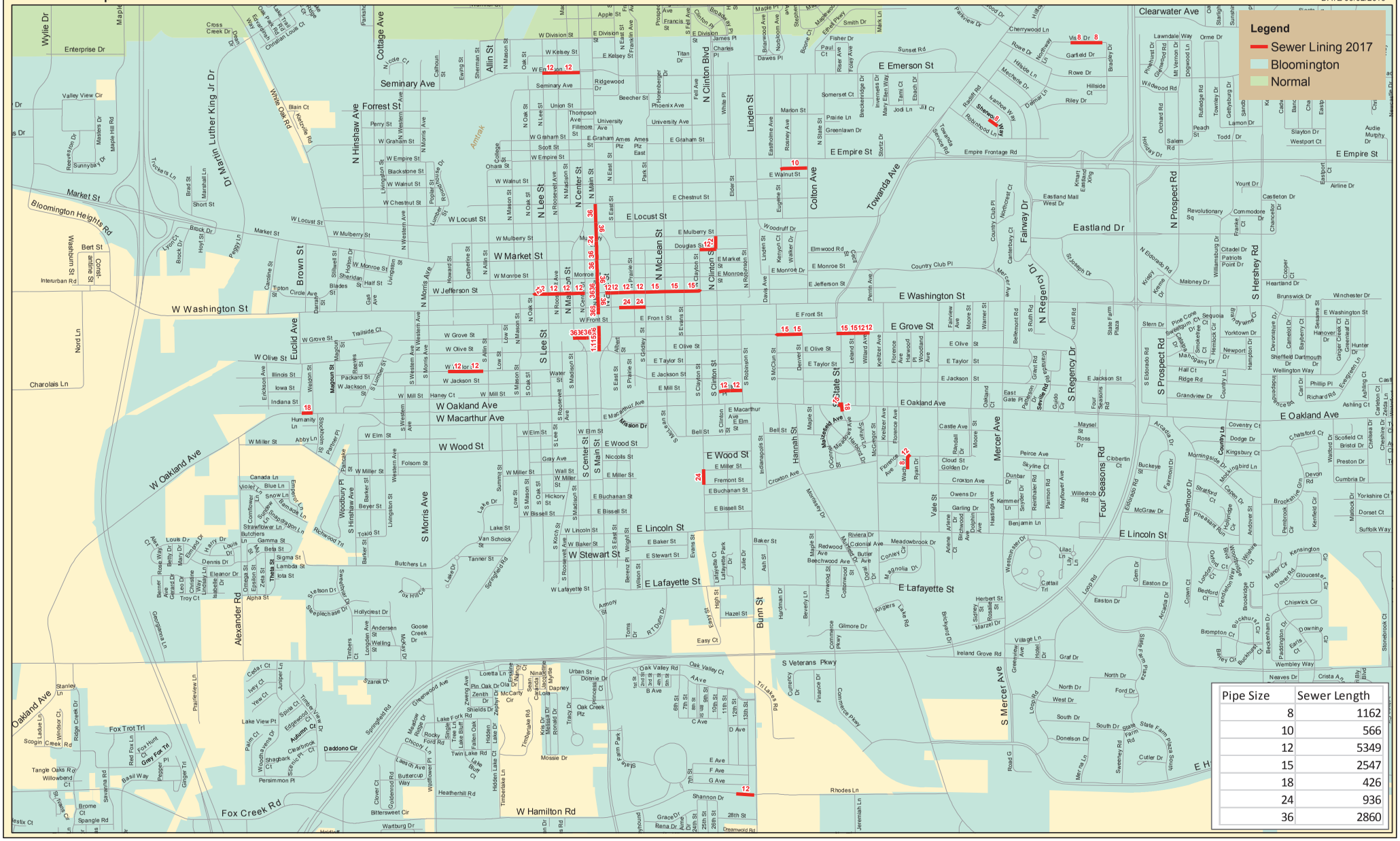
CITY OF Bloomington ILLINOIS

Public Works Department

FY 2017 Sewer Lining

0 1,500 3,000 6,000 Feet

DATE 09/02/2016



Pipe Size	Sewer Length
8	1162
10	566
12	5349
15	2547
18	426
24	936
36	2860

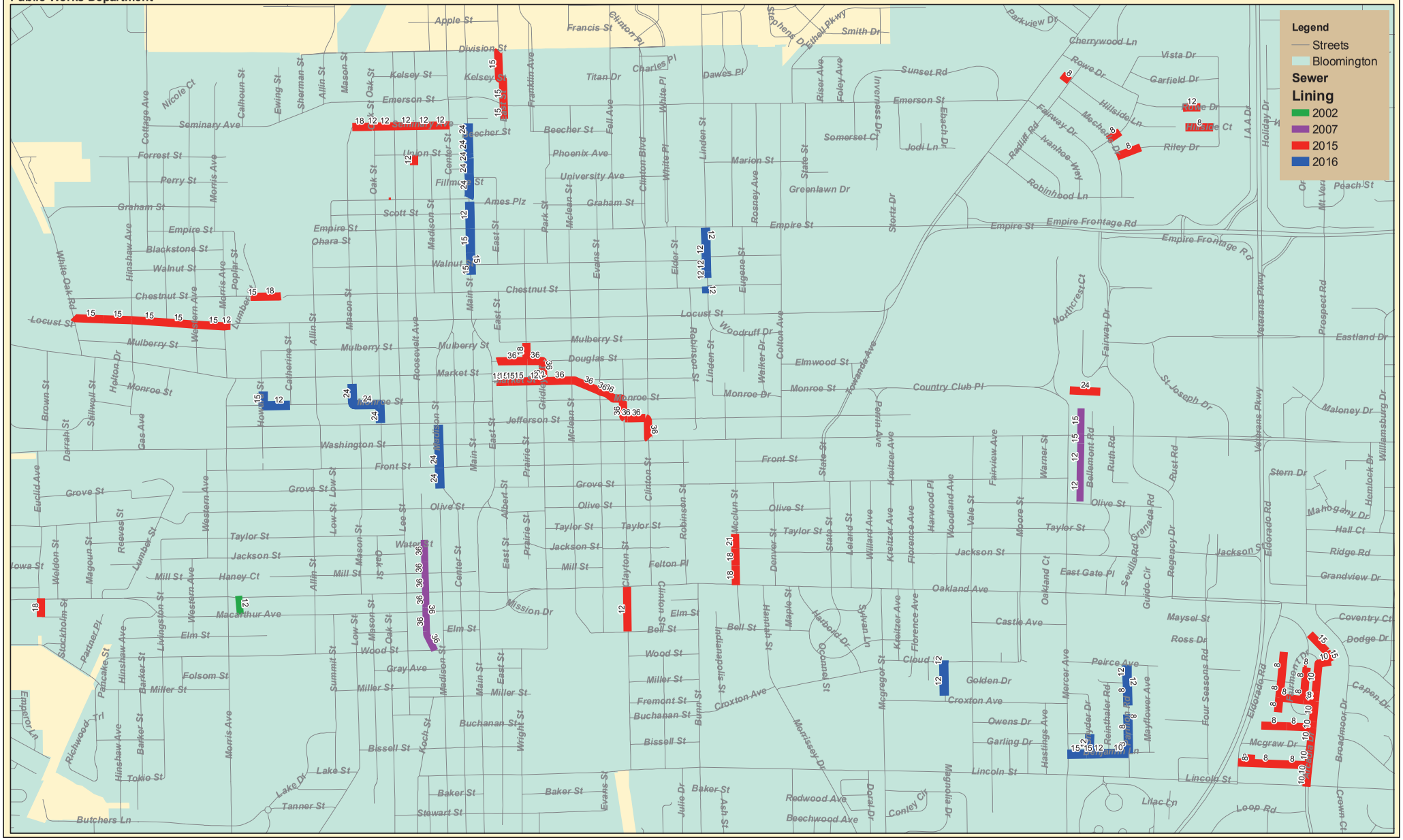
CITY OF Bloomington ILLINOIS

Public Works Department

Completed Sewer Lining

0 850 1,700 3,400 Feet

DATE 07/08/2016



REGULAR AGENDA ITEM NO. 8D

FOR COUNCIL: October 24, 2016

SUBJECT: Consideration of the analysis of Proposals and Approval of the FY 2017 CCTV Sewer Inspection Contract, City Bid No. 2017-16.

RECOMMENDATION/MOTION: That the prices from Hoerr Construction, Inc. for the base bid and additive alternates be accepted, and the contract be awarded in the amount of $175,000.00 and the City Manager and City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objectives 2c. Functional, well maintained sewer collection system; 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: Work proposed within this contract includes CCTV sanitary sewer inspection and heavy and light sewer cleaning in various locations throughout the City. Sewers were selected for televising and cleaning based on information obtained from prior sewer televising work or emergency repairs. Pipes that may impact next year's street resurfacing program were also included. This contract will cover emergencies repairs. Therefore, some locations that will be rehabilitated with this contract are unknown at this time. The proposal includes pay items for sewer televising, cleaning, and miscellaneous pay items and an alternative technology section. Contractors were not required to provide pricing for the additive alternate technology pay items.

The contract allows 120 calendar days for the work to be completed from the issuance of the Notice to Proceed. The selected contractor will be required to provide a Performance Bond and Certificates of Insurance within ten (10) days after receipt of the Notice of Award.

Since 2012, including 2017 contract, the City of Bloomington has awarded CCTV contracts for approximately 45 miles, or 13%, of the 335 miles of combo and sanitary sewers. It is important to be proactive televising with CCTV contracts to determine the condition of the existing sewer system, because of the high cost of sewer point repairs. In addition, to the televising on these contracts the City receives a detailed pipe assessment and rating utilizing a standardize system call the NASSCO Pipeline Assessment Certification Program® (PACP®). If the City can determine the conditions and potential failures in the sewer system before the road fails, there is a good chance that a point repair would not be needed, because the failing pipe could be lined with CIPP. The average point repair can cost up to $12,000, or more, and the City could line over 500 feet of 8" sewer with the same money. CCTV analysis and sewer rehabilitation is related to the amount of street resurfacing. The sewer work is performed prior to the street resurfacing to avoid need for sewer repairs on newly resurfaced streets.

The Public Works Department's Engineering Division prepared plans and specifications for the FY 2017 CCTV Sewer Inspection and the project was advertised for proposals beginning on September 20 and September 27. Proposals were received until 1:30 PM Monday, October 6, 2016, in the office of the City Clerk. Three proposals were opened in the City Hall Conference Room. The proposal tabulation is attached.

G.A. Rich & Sons, Inc.	$	155,282.50
Michels Pipe Services	$	310,570.25
National Power Rodding Corp.	$	176,881.80
Hoerr Construction, Inc. (Low Proposal)	**$**	**135,976.20**
Engineer's Estimate	$	154,636.00

BUDGET:

Sanitary Sewer - Sanitary CCTV Evaluations	$	200,000.00

Amount to be Awarded for FY 2017 CCTV Sewer Inspection - $ 175,000

It is recommended to award the $175,000 in budgeted funds to this contract. The Public Works Department staff will work with the contractor to limit the contract costs to the awarded and budgeted amount.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on September 20 and September 27, 2016, and a pre-bid meeting was held at 2:30 PM on September 27, 2015, in the Public Works Department Conference Room.

FINANCIAL IMPACT: Funds for the Sanitary CCTV Evaluations were included in the FY 2017 Budget in the amount of $200,000 under Sewer - Sewer Engineering Services account (51101100-70050). Stakeholders can locate this item in the FY 2017 Budget Book titled "Other Funds & Capital Improvement Program" on pages 141, 275, 388, 392 and 393.

Respectfully submitted for Council consideration.

Prepared by: Ward F. Snarr, PE, Project Engineer

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments:

- Bid Tabulation
- Contract Agreement
- Overview Map

Motion: That the prices from Hoerr Construction, Inc. for the base bid and additive alternates be accepted, and the contract be awarded in the amount of $175,000.00 and the City Manager and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

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

CITY OF BLOOMINGTON

FY 2017 CCTV SEWER INSPECTION

PROJECT NO. # 50-18-53007-17-00

CITY BID NO. 2017-16

Proposal Tabulation

Proposal Opening Date: 10/6/2016
Proposal Opening Time: 1:30 PM
Prepared By: WFS 10/6/2016

Attended By: Ward Snarr, Ryan Otto, Misty Shafer, Renee Gooderham

				Engineer's Estimate		G.A. Rich & Sons, Inc.		Michels Pipe Services		National Power Rodding Corp.		**Recommended Proposal** **Hoerr Construction, Inc.**	
ITEM	DESCRIPTION	UNIT	APPROX QTY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	CCTV Sewer Inspection, 6" TO 12" DIA	LF	25590	$2.25	$57,577.50	$1.70	$43,503.00	$2.75	$70,372.50	$3.35	$85,726.50	$1.60	$40,944.00
2	CCTV Sewer Inspection, 13" TO 18" DIA	LF	16071	$3.00	$48,213.00	$1.75	$28,124.25	$4.75	$76,337.25	$3.35	$53,837.85	$1.70	$27,320.70
3	CCTV Sewer Inspection, 19" TO 24" DIA	LF	2697	$3.50	$9,439.50	$2.25	$6,068.25	$6.50	$17,530.50	$3.35	$9,034.95	$1.90	$5,124.30
4	CCTV Sewer Inspection, 25" TO 36" DIA	LF	744	$4.00	$2,976.00	$3.00	$2,232.00	$11.00	$8,184.00	$3.35	$2,492.40	$2.30	$1,711.20
5	CCTV Sewer Inspection, 37" TO 96" DIA	LF	786	$5.00	$3,930.00	$5.00	$3,930.00	$67.00	$52,662.00	$5.35	$4,205.10	$3.50	$2,751.00
6	Heavy Duty Sewer Cleaning, 6" TO 12" DIA	LF	4500	$2.00	$9,000.00	$2.75	$12,375.00	$2.25	$10,125.00	$0.01	$45.00	$2.75	$12,375.00
7	Heavy Duty Sewer Cleaning, 13" TO 18" DIA	LF	2000	$2.50	$5,000.00	$3.65	$7,300.00	$5.75	$11,500.00	$0.01	$20.00	$3.90	$7,800.00
8	Heavy Duty Sewer Cleaning, 19" TO 24" DIA	LF	1000	$3.50	$3,500.00	$5.50	$5,500.00	$8.50	$8,500.00	$2.01	$2,010.00	$6.80	$6,800.00
9	Heavy Duty Sewer Cleaning, 25" TO 36" DIA	LF	1000	$4.00	$4,000.00	$8.25	$8,250.00	$13.00	$13,000.00	$2.01	$2,010.00	$10.00	$10,000.00
10	Traffic Control and Protection	LS	1	$6,000.00	$6,000.00	$30,000.00	$30,000.00	$11,059.00	$11,059.00	$7,500.00	$7,500.00	$16,200.00	$16,200.00
11	Mobilization	LS	1	$5,000.00	$5,000.00	$8,000.00	$8,000.00	$31,300.00	$31,300.00	$10,000.00	$10,000.00	$4,950.00	$4,950.00
					$154,636.00		$155,282.50		$310,570.25		$176,881.80		**$135,976.20**
												As Read:	$135,885.50

ADDITIVE ALTERNATE SEWER LATERAL INSPECTION PROPOSAL
(Contractors Must Bid on this Alternate)

DESCRIPTION	UNIT	APPROX. QTY	UNIT COST		UNIT COST		UNIT COST		UNIT COST		UNIT COST	
Sewer Lateral Inspection with Lateral Launch Camera	EA	30	$350.00		$350.00		$478.00		$350.00		$350.00	

ADDITIVE ALTERNATE PROTRUDING TAP REMOVAL PROPOSAL
(Contractors Must Bid on this Alternate)

DESCRIPTION	UNIT	APPROX. QTY	UNIT COST		UNIT COST		UNIT COST		UNIT COST		UNIT COST	
Removal of Protruding Lateral Connections	EA	15	$425.00		$500.00		$418.00		$650.00		$350.00	

SUBMITTED ADDITIVE ALTERNATE TECHNOLOGY PROPOSALS
(Contractors were not required to submit prices on these items)

		National Power Rodding Corp.				Hoerr Construction, Inc.			
		ADDITIONAL UNIT PRICE PER LINEAR FOOT FOR :				ADDITIONAL UNIT PRICE PER LINEAR FOOT FOR :			
DESCRIPTION	UNIT	SONDE	SONAR	3D LASER	MULTI	SONDE	SONAR	3D LASER	MULTI
6" TO 12" DIA Sewers	LF	$ 3.50		$ 7.00		$ 3.50			
13" TO 18" DIA Sewers	LF	$ 3.50		$ 7.00		$ 3.50			
19" TO 24" DIA Sewers	LF	$ 3.50	$ 6.00	$ 7.50	$ 15.00	$ 3.50			
37" TO 24" DIA Sewers	LF	$ 3.50	$ 6.00	$ 7.50	$ 15.00	$ 4.50			
25" TO 36" DIA Sewers	LF	$ 3.50	$ 6.00	$ 8.00	$ 15.00	$ 6.50			

G.A. Rich & Sons, Inc. & Tele Scan, Inc. did not submit prices for the additive alternate technology items.

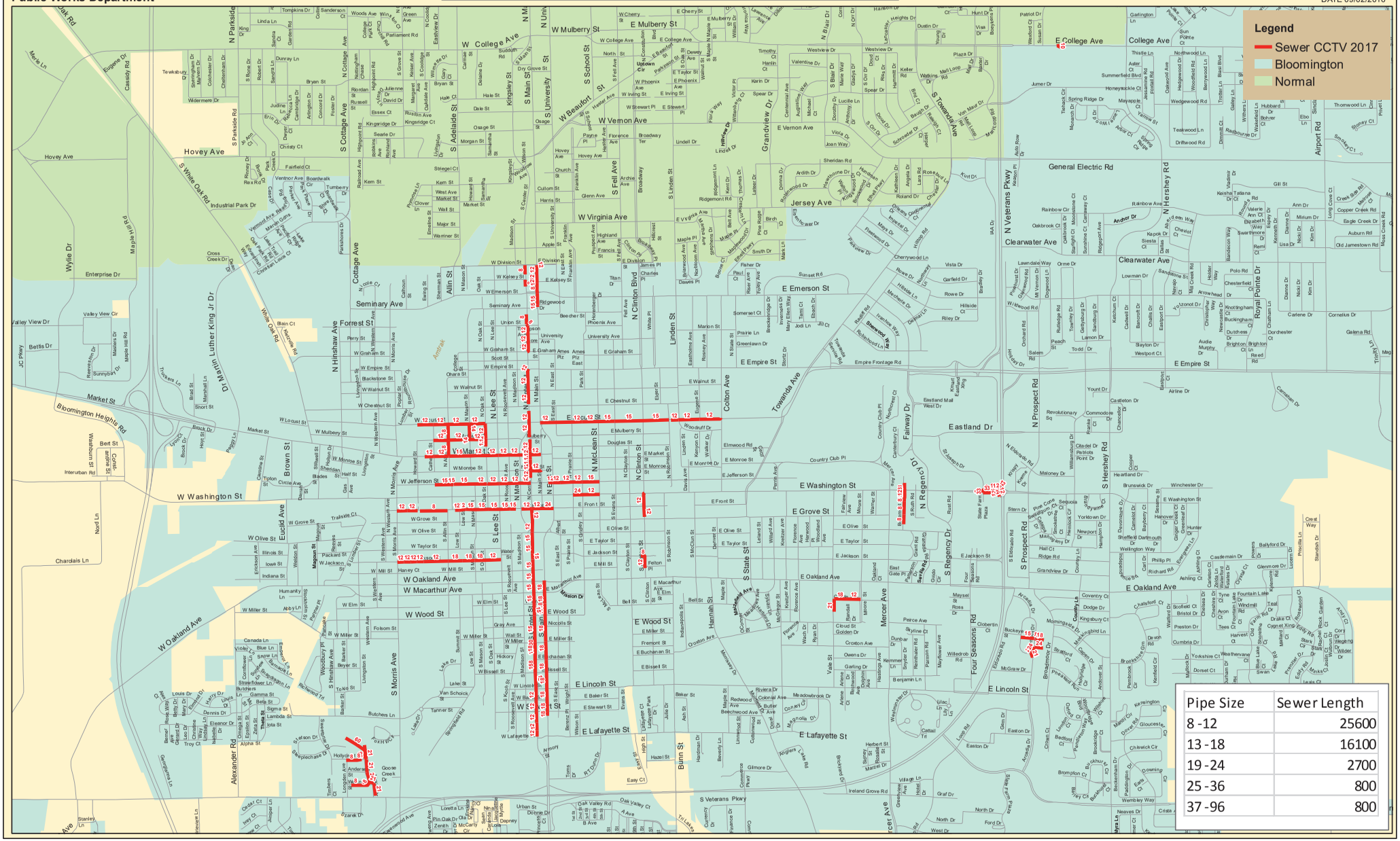
CITY OF Bloomington ILLINOIS

Public Works Department

FY 2017 Sewer CCTV

0 1,700 3,400 6,800 Feet

DATE 09/02/2016



Pipe Size	Sewer Length
8 -12	25600
13 -18	16100
19 -24	2700
25 -36	800
37 -96	800

AGREEMENT

THIS AGREEMENT, Made and entered into this **_____,** by and between**, Hoerr Construction, Inc.,** first party, also hereinafter referred to as "Contractor", and the City of Bloomington, a municipal corporation, second party.

WITNESSETH:

THAT WHEREAS, the City of Bloomington, did on **September 20, 2016,** by advertisement, call for bids for furnishing all labor and material for the construction of **FY 2017 CCTV SEWER INSPECTION** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **Tuesday, October 6, 2016**, submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **FY 2017 CCTV SEWER INSPECTION** on file in the office of the City Engineer of said City. A copy of which specifications, plans and profiles of said improvement on file in the City Engineer's Office are hereby referred to and made a part hereof by reference, and said first party being the lowest responsible bidder was awarded the contract for the construction of the said improvement, which bid of said Contractor is hereto attached and made a part hereof.

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

And it is also understood and agreed that the Proposal Package, Specifications, Special Provisions, Contractor's Proposal, Contract Bond and Project Addenda hereto attached, and the Plans for **FY 2017 CCTV SEWER INSPECTION** are all essential documents of this contract and are a part hereof.

IT IS FURTHER AGREED that said Contractor will furnish a bond to the City of Bloomington in the penal sum of **$175,000.00** executed by said contractor and at least two responsible persons as sureties or by some surety company satisfactory to the said City of Bloomington and the City Council, as a guarantee that said Contractor faithfully will perform the work in accordance with this agreement.

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

IT IS FURTHER AGREED that said Contractor shall complete all work within **120 calendar days** of issuance of the written NOTICE TO PROCEED.

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

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

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

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

The number of inspectors to be placed on said work shall be determined by the City of Bloomington, but if at any time on account of a disregard of any of the provisions of this contract by the said first party, or on account of the failure of

said first party to faithfully perform the work in accordance with this contract, additional inspectors shall be deemed necessary by said City, the pay of such additional inspectors shall be charged to said Contractor and be deducted from the amount due said Contractor on final settlement under this contract.

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

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

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

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

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

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

(Seal)

ATTEST;

_____
City Clerk

CITY OF BLOOMINGTON

By:_____
City Manager

WITNESS:

CONTRACTOR (Seal)

_____

REGULAR AGENDA ITEM NO. 8E

FOR COUNCIL: October 24, 2016

SUBJECT: Consideration of approving Resolution in support of Privately-Funded Renovations to the Creativity Center and Long-term Maintenance to the Facility.

RECOMMENDATION/MOTION: That the Resolution approving Privately-Funded Renovations to the Creativity Center and Long-term Maintenance to the Facility; be approved and authorize the Mayor and City Clerk to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2 – Upgrade City Infrastructure and Facilities. Goal 5 – Great Place – Livable, Sustainable City. Goal 6 – Prosperous Downtown Bloomington

STRATEGIC PLAN SIGNIFICANCE: Objective 2 d. - Well-designed, well maintained City facilities emphasizing productivity and customer service. Objective 5 d. - Appropriate leisure and recreational opportunities responding to the needs of residents. Objective 6 c. - Downtown becoming a community and regional destination

BACKGROUND & OVERVIEW:

Situated directly north of the Bloomington Center for the Performing Arts (BCPA), the Creativity Center was envisioned as a part of Bloomington's Master Plan for a Cultural District. Today the Creativity Center is being used for a variety of arts education programs and two administrative offices. The BCPA has established widespread use of the building to bolster fundraising efforts for its eventual renovation.

On February 22, 2010, the City Council awarded a $173,000, design services contract to the Farnsworth Group for renovations to the Creativity Center, of which $149,808 was paid. It should be noted that while consensus was reached by Council on aspects of the Creativity Center project throughout its history, there have been differing viewpoints on the long-term future of the facility. Based on 2011 construction estimates, as well as City staff cost projections, the total renovation costs were estimated at $5,200,000. Fundraising efforts will continue through the "Friends of the BCPA", a 501(c)(3) group formed in 2015.

Privately raised funds that total $492,577.61 are being held by the Illinois Prairie Community Foundation and $459,234.80 being held by the City in donations that were raised pursuant to fundraising activities that can be used for this renovation project. Some of these funds may be earmarked for specific renovations within the project scope. An additional U.S. Department of Housing and Urban Development grant in the amount of $133,000 is also available that can only be used for this project.

The City Facilities Division inspected the Creativity Center, and currently the roof and HVAC are in need of immediate repairs for continued usage. Staff is requesting City Council support to

use privately raised funds to begin fixing the HVAC and roof. This would include securing more privately raised funds to complete the Creativity Center project, and that the City be responsible for future maintenance of the facility post-renovation.

The Creativity Center will be a place where artists and arts groups can come together as stakeholders in a common shared home. It will also be a place where not-yet-artists can understand the creative process and find their voice and their value. The center will also drive traffic Downtown, contributing to the revitalization of Downtown Bloomington.

This topic was presented for discussion at the Committee of the Whole Meeting on October 17, 2016. There was a general consensus from that discussion to bring this item forward for council consideration.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:
Cultural District Commission, Friends of the BCPA, Downtown Bloomington Association, Area Arts Round Table, Illinois Wesleyan University, West-Side Revitalization Project, McLean County Art Center, McLean County Regional Planning Commission

FINANCIAL IMPACT: At this time no additional funds are required. Private funds already raised will be used for HVAC, Roof, and Updated Design. Then additional funds will be secured for total renovation. Post-renovation costs to the City would include janitorial services and building maintenance. At this time, this is an informational presentation with no financial impact but will need to be evaluated when City funds are expended.

Respectfully submitted for Council consideration.

Prepared by: Prepared by: Eric Veal – Assistant Director of Parks, Recreation & Cultural Arts

Reviewed by:
Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments:

- Resolution

Motion: That the Resolution approving Privately-Funded Renovations to the Creativity Center and Long-term Maintenance to the Facility; be approved and authorize the Mayor and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

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

RESOLUTION NO. 2016- _____

RESOLUTION IN SUPPORT OF PRIVATELY-FUNDED RENOVATIONS TO THE CREATIVITY CENTER AND LONG-TERM MAINTENANCE TO THE FACILITY

WHEREAS, on November 10, 2003, the Bloomington City Council unanimously approved the purchase of the former physicians building at 107 E. Chestnut Street, for what is now known as the Creativity Center, for $1,625,000; and

WHEREAS, the Creativity Center is currently home to the BCPA and American Passion Play main offices and annual community programming including; Walk-In/Bike-Out, BCAI School of Arts, Music Lessons, Dance and Theater Rehearsals, Cultural Commission Meetings, Artist Residencies, Downtown Bloomington Initiatives, City Human Resources training room, and seasonal programming including Miller Park Summer Theatre Rehearsals, Student Spotlight Workshops, Not-In-Our-Town Projects and Holiday Spectacular storage and rehearsals; and

WHEREAS, on February 22, 2010, the City Council awarded a $173,000, design services contract to the Farnsworth Group for renovations to the Creativity Center of which $149,808 was paid; and

WHEREAS, the renovations would be expansive and completely reform the Creativity Center into a state of the art facility for practices, performances and programming, as well as office space for arts programs; and

WHEREAS, based on construction estimates from the Farnsworth Group, as well as City staff costs projections, the total renovation costs were estimated in 2011 to be $5,200,000; and

WHEREAS, in light of budget constraints, the City has been attempting to raise funds to move the renovation project forward; and

WHEREAS, there is approximately $492,577 being held by the Illinois Prairie Community Foundation and approximately $459,234 being held by the City in donations that were raised pursuant to fundraising activities, for a total of approximately $951,811 that can be used for the renovation project; and

WHEREAS, a Housing and Urban Development grant in the amount of $133,000 is also available that can only be used for the renovation project; and

WHEREAS, some donors to the Cultural District Capital Campaign that have donated to this project have indicated a desire for the renovations to either move forward or to have their donations returned; and

WHEREAS, fundraising efforts for the renovations can continue through the "Friends of the BCPA", a 501(c) (3) group formed in 2015; and

WHEREAS, prior to City staff moving forward with the renovation project, including, expenditure of the donated funds on the project and the encouragement of continued fundraising, direction is needed from the City Council; and

WHEREAS, the continued viability of the Creativity Center, as well as the concept of further renovations, was discussed as part of the recent Budget Task Force evaluation of City resources and expenditures; and

WHEREAS, since the Budget Task Force discussions, the financial condition of the City has been raised, making continued maintenance of such a facility more viable; and

WHEREAS, the City Council is not currently in favor of additional City funds being utilized for the renovations of the Creativity Center, however, it is supportive of its renovation through private donations and grants; and

WHEREAS, the City Facilities Division inspected the Creativity Center and the roof and HVAC is in need of immediate repairs for continued usage; and

WHEREAS, the City Council is supportive of the raised funds being utilized to repair the roof and HVAC at the Creativity Center as a first step in the renovation project; and

WHEREAS, the City Council expresses its support for future phased improvements to the Creativity Center based on the ability for such improvements to be funded by private donations; and

WHEREAS, the City Council acknowledges the benefits to having a renovated Creativity Center in downtown Bloomington, and what it will add to the City's Parks, Recreation & Cultural Arts programs; and

WHEREAS, as the Creativity Center continues to be used by the City for its Parks, Recreation & Cultural Arts programs, and is renovated for expansion of its programs and offerings, the City Council acknowledges and supports its responsibility to pay for maintenance of the facility.

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 Bloomington City Council supports the renovation of the Creativity Center by private donation and hereby approves the use of previously raised Capital Campaign and HUD Grant funds to move forward on Creativity Center renovation project in phases as funding allows. The City of Bloomington will continue to maintain the facility in line with other City facilities.

Section 3. This Resolution shall be in full force and effect immediately after its passage and approval.

APPROVED by the City Council of the City of Bloomington, McLean County, Bloomington, Illinois, October _____, 2016, by a vote of ____ to ____.

_____
Tari Renner, Mayor

_____
Cherry Lawson, City Clerk

Adopted this _____ day of_____, 2016.