



CITY COUNCIL MEETING AGENDA

CITY COUNCIL CHAMBERS

109 E. OLIVE STREET, BLOOMINGTON, IL 61701

MONDAY, August 10, 2015 7:00 P.M.

- 1. Call to order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer**
- 4. Roll Call**
- 5. Public Comment**
- 6. Recognition/Appointments**
 - A. Appointment of Alex Cardona to the Library Board of Trustees.
 - B. Kevin Kothe, P.E., City Engineer named Illinois Government Engineer of the Year by the Illinois Society of Professional Engineers.
 - C. Robert Yehl, P.E., Assistant City Engineer named Outstanding Chapter Member by the Illinois Society of Professional Engineers
- 7. “Consent Agenda”**

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

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

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

- A. Consideration of approving the Council Proceedings of July 27, 2015. *(Recommend that the reading of the minutes of the previous Council Proceedings of July 27, 2015, be dispensed with and the minutes approved as printed).*
- B. Consideration of approving Bills and Payroll. *(Recommend that the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.)*
- C. Consideration of approving an Appointment to the Library Board of Trustees. *(Recommend that Alex Cardona be appointed to the Library Board of Trustees.)*
- D. Consideration of Review and Rejection of Bid for Repair of Bloomington Police Department Administration Office Windows, (Bid 2016-17). *(Recommend that the bid from CAD Construction be rejected.)*
- E. Consideration of approving an Ordinance Amending the FY2016 Budget to Increase the Revenue Account in the amount of \$6,977.64, and accept the 2015 Crime Detection Network Grant in the amount of \$6,977.64 for the purchase of two public safety cameras. *(Recommend that Ordinance be adopted amending the Budget Ordinance to add funds to Account 10015110 - 57350 for increasing revenue, and to Account 10015110-71190 to allow for the increase in expenditure to purchase the cameras, and the 2015 Crime Detection Network Grant in the amount of \$6,977.64 be accepted for the purchase of two public safety cameras.)*
- F. Consideration of approving a one year contract with four (4) annual contract renewal options with Biosolids Management Group for the removal of lime sludge from the storage lagoons at the water treatment facility. *(Recommend that City enter into a one year contract with four (4) annual contract renewal options for the lime sludge removal with Biosolids Management Group of Boone, Iowa at the cost of \$35.63 per dry ton for the first year, \$36.63 for the second year, \$37.63 for the third year, \$38.63 for the fourth and fifth year, and authorizing the Mayor and City Clerk to execute the necessary documents.)*
- G. Consideration of approving a Bid Waiver for the purchase of limited source craft beers for the inaugural Bloomington Beer Fest in the amount of \$29,301.70. *(Recommend that Council waive, as a limited source, the formal bidding process in order to purchase specific craft beers from Marketplace Solutions in the amount of \$20,097.30 and Wolf Distributors in the amount of \$9,204.40 for the inaugural Bloomington Beer Fest.)*

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- H. Consideration of approving an Ordinance for Final Plat for the Second Addition to Shirk Commercial Subdivision, located west of Hershey Road and south of Jumer Drive. *(Recommend that the Ordinance for Final Plat for the Second Addition to Shirk Commercial Subdivision, located west of Hershey Road and south of Jumer Drive be adopted.)*
- I. 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 Davis Lodge. *(Recommend that the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on August 29, 2015 be approved and the Mayor and City Clerk authorized to execute the necessary documents.)*
- J. Consideration of approving a Lake Bloomington Lease Transfer Petition for Lot 4, Block 10 of Camp Potawatomie, from Alvin Schad to James and Diane Koehl. *(Recommend that the Lake Lease Transfer be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)*

8. “Regular Agenda”

- A. Consideration of review and analysis of Bids and Approval of a Contract with CAD Construction, Inc., in the amount of \$232,760 for construction of Flamingo Exhibit at the Miller Park Zoo (Bid #2016-05.) *(Recommend that the contract with CAD Construction Inc., for construction of the Flamingo Exhibit at the Miller Park Zoo through Bid #2016-05 in the amount of \$232,760 be approved, and authorize the Mayor and City Clerk to execute the necessary documents.) (Jay Tetzloff, Director of Parks & Recreation 5 minutes Presentation, Council discussion 10 minutes.)*
- B. Consideration of Waiving the Formal Bidding Process and Authorize the Procurement of a Professional Services Agreement in the amount of \$735,460.00 with F.B. Leopold, Inc. of Zelienople, Pennsylvania, a proprietary filter underdrain manufacturer, for the retrofit of four filters (filter #'s 13, 16, 17 & 18) at the Water Treatment Plant. *(Recommend that the Council waive the formal bidding process and authorize entering into a Professional Services Agreement in the amount of \$735,460.00 with F.B. Leopold, Inc. of Zelienople, Pennsylvania for services to retrofit filters #13, 16, 17, and 18 in the new section of the water plant, and authorize the Mayor and City Clerk to execute the necessary documents.) (Rick Twait, Purification Superintendent 5 minute Presentation, Council discussion 10 minutes)*

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- C. Consideration of approving Economic development incentives (waiver of street tap-on fees) to facilitate development of CHA subdivision property at the southeast intersection of Fox Creek Road and Cabintown Road. *(Recommend that that the City Council, as an economic development incentive, mitigate street tap-on fees, thereby reducing total tap-on fees to \$80,797.19 for streets, water and sewer, plus interest for water and sewer tap-on fees already incurred, with the incentive-waiver contingent upon completion of sale of the property to Villas of Holly Brook and the construction of an assisted living facility, with a total project cost of at least \$4 million, within three years. In the event a \$4 million or greater project is not completed at the property within three years, the full amount of waived street tap-on fees (\$51,096.55) will be due and collectable from the Villas of Holly Brook.) (Austin Grammer, Economic Development Coordinator, 5 minute Presentation, Council discussion 10 minutes.)*
- D. Consideration of a Resolution approving a Property Tax Abatement Incentive for the redevelopment of 312 & 314 North Main Street (the former Mid-City Hotel). *(Recommend that resolution for a proposed property tax abatement agreement for the redevelopment of 312 and 314 North Main Street by Mid-City Properties, LLC be approved and authorize the Mayor and City Clerk to executed the necessary documents.) (Austin Grammer, Economic Development Coordinator, 5 minutes Presentation, 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.

THE ILLINOIS SOCIETY OF PROFESSIONAL ENGINEERS
2015 ANNUAL CONVENTION

AWARDS BREAKFAST & ORDER OF THE ENGINEER CEREMONY

SPONSORED BY

Claude H. Hurley Company, Underwriters Laboratories (UL)
& Zeyn B. Uzman, PE, SE, PEag, F.NSPE

INTRODUCTIONS

AWARD PRESENTATIONS

Honorary Membership

Frederick A. Antonelli, PE / North Suburban Chapter

Illinois Government Engineer of the Year

Kevin Kothe, PE / Bloomington Area Chapter

Outstanding Chapter Member

Dirk Krueger, PE / Salt Creek Chapter

Robert Yehl, PE / Bloomington Area Chapter

ORDER OF THE ENGINEER CEREMONY

*Welcome // Invocation // Order of the Engineer History // Significance of the Ring
Obligation of the Engineer // Receiving of the Ring*

2015 Inductees

Patrick Koudys
Verneta Simon, PE
Cynthia Stranis, PE

AWARDS

HONORARY MEMBERSHIP FREDERICK A. ANTONELLI, PE

Granted to a person who has attained either eminence in engineering or the related sciences, or has rendered outstanding service to the engineering profession. In his 50 years of dedication to ISPE, Fred Antonelli's engineering expertise has greatly impacted the city of Chicago and beyond.

ILLINOIS GOVERNMENT ENGINEER OF THE YEAR KEVIN KOEHE, PE

Awarded to an engineer employed by any State or local governmental agency that employs engineers. Kevin served as City Engineer for Bloomington Engineering Department for 24 years. He has been recognized for his leadership in technological advancements and support of the engineering profession.

OUTSTANDING CHAPTER MEMBER DIRK KRUEGER, PE

Recognizes a chapter member for outstanding services to his/her individual chapter. Dirk is noted for his outstanding service to the Salt Creek Chapter and to ISPE.

OUTSTANDING CHAPTER MEMBER ROBERT YEHL, PE

Recognizes a chapter member for outstanding services to his/her individual chapter. Robert is noted for his outstanding service to the Bloomington Area Chapter and to ISPE.

THE OBLIGATION OF THE ENGINEER

As an engineer, I pledge to practice integrity and fair dealing, tolerance and respect, and to uphold devotion to the standards and the dignity of my profession, conscious always that my skill carries with it the obligation to serve humanity by making the best use of earth's precious wealth. As an engineer, in humility and with the need for divine guidance, I shall participate in none but honest enterprises.

When needed, my skill and knowledge shall be given without reservation for the public good. In the performance of duty and in fidelity to my profession, I shall give the utmost.



CONSENT AGENDA ITEM: 7A

FOR COUNCIL: August 10, 2015

SUBJECT: Consideration of approving the Council Proceedings of July 27, 2015.

RECOMMENDATION/MOTION: That the reading of the minutes of the previous Council Proceedings of July 27, 2015, be dispensed with and the minutes approved as printed.

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

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

BACKGROUND: The Council Proceedings of July 27, 2015, have been reviewed and certified as correct and complete by the City Clerk.

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

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

Recommended by:

A handwritten signature in black ink, appearing to read "David A. Hales", is written over a horizontal line.

David A. Hales, City Manager

Attachments:

- Draft Council Proceedings for July 27, 2015 (Will be provided in an addendum)
-

Motion: That the reading of the minutes of the previous Council Proceedings of July 27, 2015, be dispensed with and the minutes approved as printed.

Motion: _____ Seconded by: _____

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



CONSENT AGENDA ITEM: 7B

FOR COUNCIL: August 10, 2015

SUBJECT: Consideration of approving Bills and Payroll

RECOMMENDATION/MOTION: That the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.

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

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

FINANCIAL IMPACT: Total disbursements to be approved \$ 4,474,436.30. (Payroll total \$ 2,330,621.64 and Accounts Payable total \$ 2,143,814.66).

Respectfully submitted for Council consideration.

Prepared by: Patti-Lynn Silva, Director of Finance

Recommended by:

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

David A. Hales
City Manager

Attachment:

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

Motion: That the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.

Motion: _____ Seconded by: _____

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

CITY OF BLOOMINGTON FINANCE REPORT

Council of August 10, 2015

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
7/31/2015	\$ 269,365.92	\$ 81,068.97	\$ 350,434.89
8/6/2015	\$ 1,306,842.56	\$ 329,668.66	\$ 1,636,511.22
8/7/2015	\$ 263,284.11	\$ 80,578.06	\$ 343,862.17
7/24/2015	\$ (173.38)	\$ (13.26)	\$ (186.64)
Off Cycle Adjustments		\$	\$
		PAYROLL GRAND TOTAL	\$ 2,330,621.64

ACCOUNTS PAYABLE

Date	Bank	Total	PCARD
8/10/2015	AP General	\$ 1,998,958.80	PCARD GRAND TOTAL
	AP BCPA	\$ -	
8/10/2015	AP Comm Devel	\$ 111.95	
	AP IHDA	\$ -	
8/10/2015	AP Library	\$ 51,042.57	WIRES
	AP MFT	\$ -	Date
7/28/2015-8/04/2015	Off Cycle Check Runs	\$ 93,701.34	Total
	AP GRAND TOTAL	\$ 2,143,814.66	\$
			WIRE GRAND TOTAL

TOTAL	\$	4,474,436.30
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Respectfully,

Patti-Lynn Silva
Director of Finance

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

FOR COUNCIL: August 10, 2015

SUBJECT: Consideration of approving an Appointment to the Library Board of Trustees

RECOMMENDATION/MOTION: That Alex Cardona be appointed to the Library Board of Trustees.

STRATEGIC PLAN LINK: Goal 4. Strong neighborhoods.

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

BACKGROUND: I ask your concurrence in the appointment of:

Alex Cardona of 3217 Suffolk Way, Bloomington, IL 61704 to the Board of Library Trustees. He will be completing the unexpired term of Brittany Cornell who submitted her resignation June 24, 2015, and whose term was to expire April 30, 2017. Mr. Cardona's term will be 8/10/15 – 4/30/17. Application is on file in the Administration Office.

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

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration for approval.

Prepared by:

M. Beth Oakley, Executive Asst.

Recommended by:



Tari Renner
Mayor

Attachments:

- Board Roster
-

Motion: That Alex Cardona be appointed to the Library Board of Trustees to complete the unexpired term of Brittany Cornell who submitted her resignation June 24, 2015, and whose term was to expire April 30, 2017.

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			

Library Board of Trustees

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appt	Email	Street	City	Zip	HomePhone	WorkPhone	CellPhone	Applicant	Reappointment
x		Brittany	Cornell	04/30/17	4/14/14	2014		2605 Binghamton Lane	Bloomington	61705				Cardona	resigned 6/24/15
x		Susan	O'Rourke	04/30/17	4/28/14	2014		2613 Kolby Ct	Bloomington	61704					
x		Van	Miller	04/30/16	2/23/15	2015		5 Ridgewood Ter	Bloomington	61701					
x		Carol	Koos	04/30/18	4/13/15	2015		305 Woodland Ave	Bloomington	61701					
x		Michael	Raikes	04/30/18	4/13/15	2015		1520 N Clinton Blvd	Bloomington	61701					
x		Julian	Westerhout	04/30/16	5/26/15	2015		816 E Monroe	Bloomington	61701					
x		Whitney	Thomas	04/30/17	4/14/14	2014		1404 W Elm St	Bloomington	61701					
		Robert	Porter	04/30/18	4/27/15	2015		702 S Moore St.	Bloomington	61701					
x		Emily	Kelahan	04/30/16	5/13/13	2013		401 E Grove St	Bloomington	61701					
	Staff	Georgia	Bouda												

Details:

Term: 3 years

Term Limit per City Code: 3 terms/9 years

Members: 9 members

Number of members the Mayor appoints: 9

Type: Internal

City Code: Chapter 25, Section 3, Section 7

Required by State Statute: Yes

Intergovernmental Agreements:

Funding budgeted from COB for FY2014:

Meetings: 3rd Tues of each month at 5:00pm - Library Quiet Reading Room

Number of Vacancies: 0

Number of Expired Board Members (Blm Appointments only):

Number of Expired Board Members Eligible for Reappointment:

Appointment/Reappointment Notes:

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

FOR COUNCIL: August 10, 2015

SUBJECT: Consideration of Review and Rejection of Bid for Repair of Bloomington Police Department Administration Office Windows, (Bid 2016-17).

RECOMMENDATION/MOTION: That the bid from CAD Construction be rejected.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service.

BACKGROUND: Many windows in the Bloomington Police Department Administration Offices leak during storm events and there is a window with a cracked glass panel. A single bid was received from CAD Construction for the window repairs. Prices are higher than anticipated and approximately \$100,000 above budget.

On July 15, 2015 at 10:00 AM, bids were publicly opened and read for window repairs in the Bloomington Police Department Administrative Offices. Only one (1) bid was received.

<u>Company</u>	<u>Location</u>	<u>Bid</u>	<u>Budget</u>
CAD Construction	Tremont, IL	\$133,757.50	\$30,000

Staff will provide a recommendation for the window repairs at a future Council meeting.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on June 24, 2015 and a pre-bid meeting was held at 11:00 a.m. on July 7, 2015 in the Police Department Administration Office.

FINANCIAL IMPACT:

Funding for this work is included in the FY 2016 Budget under Facilities Maintenance - Repair and Maintenance of Buildings (10015480-70510). Stakeholders can locate this in the FY 2016 Proposed Budget Book titled "Budget Overview & General Fund" on page 269.

Respectfully submitted for Council consideration.

Prepared by: Russel Waller, P.E., Facilities Manger

Reviewed by: Jon Johnston, Procurement Manager

Reviewed by: Stephen Rasmussen, Assistant City Manager

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:

- Record of Bid Opening for Bid No.: 2016 – 17
- City Plan Holder's List, Bid No.: 2016 – 17
- Mailing List for Bid No.: 2016 - 17

Motion: That the bid from CAD Construction be rejected.

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			



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

RECORD OF BID OPENING FOR:

BID #2016-17
POLICE ADMINISTRATION OFFICE WINDOW REPAIRS

DATE: July 15, 2015

TIME: 10:00 a.m.

Received Date & Time & Staff Initials	Bidder's Name	City, State	Mandatory City Documents	Bid Signed	Bid Bond	Addendum #1	Total Price Caulk Windows (35)	Total Price Remove & Re-install Windows (35)	Total Price Remove, Repair, & Re-install Windows (\$)	Total Price Remove & Replace Window (1)	Total Price Repair Window Opening (49)	Total Price Caulking (per Linear foot) (250)	Total Project Cost
7-15-15 9:52am PC	Construction & Design ^{Tronetti}	IL	✓	✓	✓	✓	7822.50	40,845	8145	2775	71,340	2850	133,772.50

WITNESSES:

Andr...
Misty Shaper
Russell Walker
John...

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

Pella Windows & Doors
1407 N Veterans Pkwy Suite B3
Bloomington, IL 61704

Clearly Windows
1701 E Empire St Suite 360
Bloomington, IL 61704

Window World
1716 R T Dunn Dr.
Bloomington, IL 61701

Ace Windows Kitchen & Bath
1202 Eastport Dr,
Bloomington, IL 61704

Eagle Windows Of Bloomington & Normal
1210 Fort Jesse Rd Suite A
Normal, IL 61761

McLean County Glass & Mirror
903 W Locust St.
Bloomington, IL 61701

City of Bloomington Planholder's List

Project: POLICE ADMINISTRATION OFFICE WINDOW REPAIRS

City Project No.: N/A

City Bid No.: 2016-17

#	Business	Contact/Name	Address	Phone #	Fax #	Email address
1	Central IL Plan Room	Krystle Tidyman	1620 S. 5th Street Springfield, IL 62703	217-679-1077	217-544-6570	plans@ciplanroom.com
2	Prime Vendor Inc.	Kimberly Doumit	4622 Cedar Avenue Bldg 5 Suite 124 Wilmington NC 28403	800-746-9554	800-746-8307	bids20@prime-vendor.com
3	Southern Illinois Builder's Association	Sarah Kaczmarowski	1468 Green Mount Road O'Fallon, IL 62269	618-624-9055	618-624-9065	projects@siba-agc.org
4	iSqFt	Nefertiti Brady	420 West Huron Street Chicago, IL 60654	800-364-2059 x 8197	866-570-8187	nbrady@isqft.com
5	CMD	Joe Schremser	30 Technology Parkway S Suite 500 Norcross, GA 30092	770.209.3436	800.774.9097	joe_schremser@cmdgroup.com
6	Pella Windows & Doors Branch 092	Chris Piasse	1407 N. Veterans Pkwy. Ste 3 Bloomington, IL 61704	309-663-7132	309-662-4666	 chrspiass@illiniipella.com
7	Bid Tool	April Knight	14205 N Mopac Expressway Ste 220 Austin TX 78728	800-872-7878 X 2419	630-214-3924	AKnight@cdcnews.com plans@bidtool.net
8	Tarter Construction, LLC	Sandy Barnes	1012 Ekstam Dr., Ste. #1 Bloomington, IL 61704	309-261-9049	309-663-5686	Sandy@tarterconstruction.com
9	CAD Construction, INC.	Nate Zeltwanger	508 E. Pearl St. Unit A-1 Tremont, IL 61568	309-925-2092	309-925-2091	cad.jeff@frontier.com cad.nate@frontier.com
10	Window World of Bloomington	Garreck Sakinis		309-200-5720		gsakinis@windowworld.com

CITY OF
Bloomington ILLINOIS
CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: August 10, 2015

SUBJECT: Consideration of approving an Ordinance Amending the FY2016 Budget to Increase the Revenue Account in the amount of \$6,977.64, and accept the 2015 Crime Detection Network Grant in the amount of \$6,977.64 for the purchase of two public safety cameras.

RECOMMENDATION/MOTION: That Ordinance be adopted amending the Budget Ordinance to add funds to Account 10015110 - 57350 for increasing revenue, and to Account 10015110-71190 to allow for the increase in expenditure to purchase the cameras, and the 2015 Crime Detection Network Grant in the amount of \$6,977.64 be accepted for the purchase of two public safety cameras.

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

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

BACKGROUND: The Bloomington Police Department applied for and received \$6,977.64, from the McLean County Crime Detection Network for the purchase of additional Public Safety Cameras. Staff recommends acceptance of this grant money in budget year FY2016 from the Crime Detection Network intended to fund the purchase of an array of components from various sources to build internally two public safety cameras to be used by the Police Department.

The Police Department has one public safety camera with has been used in various areas to deter crime. This camera was well received by residents of the area and generated requests from citizens to put up in the other areas. Based on the requests, the Police Department applied for this funding and was awarded it. The purchase of the cameras would allow for more of these requests to be answered. These Cameras enhance both public and officer safety.

ATTACHMENTS:

- 2015 CDN Grant Application filed by BPD and approved by CDN
- Police department proposal narrative for the grant (page 1 of 2, page 2 list of specific components and is withheld to assure security)

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT:

The Police revenue account (10015110-57350) - Other Private Grants will be increased by \$6,977.64 to allow for the acceptance of the grant and the expenditure account (10015110 – 71190) – Other Supplies will be increased by the same amount. It is anticipated the final cost of the cameras will be \$7,250 and the difference of \$272.36 will be absorbed with available funds in the Other Supplies expenditure account. The revenue and expenditure will offset each other and there will be no impact to the General Fund.

Respectfully submitted for Council consideration.

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

Reviewed by: Brendan O. Heffner, Chief of Police

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:

- Ordinance
- Exhibit 1
- Application
- Narrative

Motion: That Ordinance be adopted amending the Budget Ordinance to add funds to Account 10015110 - 57350 for increasing revenue, and to Account 10015110-71190 to allow for the increase in expenditure to purchase the cameras, and the 2015 Crime Detection Network Grant in the amount of \$6,977.64 be accepted for the purchase of two public safety cameras.

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. 2015 –

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

WHEREAS, on April 13, 2015 by Ordinance Number 2015-18, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2016, which Ordinance was approved by Mayor Tari Renner on April 14, 2015; and

WHEREAS, a budget amendment is needed as detailed below;

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

Section One: Ordinance Number 2015-18 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2016) is further hereby amended by inserting the following line item and amount presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2015-18 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2015-18.

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

PASSED the 10th day of August, 2015.

APPROVED the ____ day of August, 2015.

APPROVED:

Tari Renner, Mayor

ATTEST:

APPROVED AS TO FORM

Cherry L. Lawson
City Clerk

Jeffery R. Jurgens, Corporation Counsel

Exhibit 1

Account #	Fund	Account Description	Amount
			\$
10015110-57350	General	Police-Other Private Grants	(6,977.64)
			\$
10015110-71190	General	Police-Other Supplies	6,977.64
			\$
		Net Budget Increase:	-

McLean County Crime Detection Network

Request for Financial Assistance

All grants are a maximum of seven thousand five hundred (\$7,500) dollars, per agency, per calendar year. More than one grant may be awarded in a calendar year to a requesting party, as long as the total for the year does not exceed \$7,500.

Please note, anyone submitting a grant should understand that a request may be partially funded. In the case of a partially funded grant, the requesting party must be able to pay the difference or the grant will not be considered.

PLEASE PRINT ALL INFORMATION EXCEPT SIGNATURE LINE

Today's Date: 5/18/15

Revised: Dec. 2014

Name of Group/Unit: Bloomington Police Department

Person responsible for the request:

Name: Jack McQueen
Address: 305 S. East Street Bloomington, IL
Phone: 309-434-2355

Name of Project/Program: Wireless Public Safety Camera Equipment

Exact Dates of Project/Program: Current

Total Funds requested: \$6,977.64

A. Please itemize and prioritize exactly how the funds will be spent. The request must include all supporting invoices/estimates for information on each item of request. Also state exactly how the items/services, etc. will be used as they relate to your local anti-crime project/program. Exactly how the above items will be used in your local anti-crime project/program!

BPD is requesting funding to be used for the purchase of wireless video componets to be used as part of our Public Safety Camera System. Currently, BPD has 1 fully marked, mobile camera system. During the previous year, this mobile camera has been deployed in several high frequency, high crime areas in Blm with great success. It has produced evidence in multiple stabbings, shootings, and street level violent crimes. This camera system is used on a daily basis as both a deterrent and an aid to crime detection and prevention.

B. Have you received funding from the McLean County Crime Detection Network for this project/program in the past? ☐

C. If yes, when and to what extent?

D. Do you receive additional sources of funding for this project/program? ☐

E. If yes, from whom and to what extent?

F. Have you received funding from the Crime Detection Network during the current calendar year, if so when and how much? None

G. To receive funds as a "local anti-crime program", certain criteria must be met. Please answer the following questions regarding your project/program.

1. Is your project/program designed to encourage the public to report incidences of crime to law enforcement agencies and assist such agencies in the apprehension of criminal offenders or a drug alert program or drug task force composed of or created by local law enforcement agencies?

The current mobile camera system has produced evidence in multiple stabbings, shootings, and street level violent crimes.

This camera system is used on a daily basis as both a deterrent and an aid to crime detection and prevention. Evidence obtained from the new mobile camera systems could assist with the apprehension of criminal offenders in a variety of crimes.

2. Explain exactly how your program is structured to assist.

3. Explain who your project/program serves (what groups, demographic groups).

PLEASE INCLUDE ANY SUPPORTIVE INFORMATION THAT WOULD OFFER FURTHER EXPLANATION/SUPPORT FOR YOUR REQUEST.

- Agency receiving a grant must provide receipts or an affidavit evidencing the expenditure of the grant - **NO EXCEPTIONS WILL BE MADE - PLEASE NOTE**
- If this request for funding is approved in whole or part, to who should the check be written and sent?

Bloomington Police Department

THE CRIME DETECTION NETWORK GUIDELINES revised Dec. 2014

1. Grants must be for "local anti-crime programs" which are:
 - (a) programs designed to encourage the public to report incidences of crime to law enforcement agencies and to assist such agencies in the apprehension of criminal offenders; and,
 - (b) drug alert programs or drug task forces composed of or created by local law enforcement agencies.
2. Grants of a maximum of seven thousand five hundred (\$7,500) dollars, per agency, per calendar year may be awarded.
3. All grant requests must be made electronically on this form provided by The Crime Detection Network. Please complete and submit electronically (e-mail). All grant requests must contain sufficient detail to inform The Crime Detection Network Board of Directors of:
 - (a) the nature of the program; and,
 - (b) the precise manner in which the grant funds will be spent.

INCOMPLETE GRANT APPLICATION REQUESTS WILL NOT BE CONSIDERED.

4. An agency receiving a grant must provide receipts or an affidavit evidencing the expenditure of the grant request, PRIOR to the Board reviewing any additional grant from your agency.
5. ALL BOARD OF DIRECTORS DECISIONS ARE FINAL.

APPLICATIONS SHOULD BE COMPLETED AND E-MAILED TO
police@cityblm.org

Crime Detection Network - Funds Request

Bloomington Police Department

Criminal Investigations Division



To: Crime Detection Network, AC Ken Bays, Lt. Greg Scott

From: CIA McQueen, Sgt. Arnold

Date of Information: 05/06/2015

Request: Wireless Public Safety Camera Equipment

Amount Requested: **\$6,977.64**

To whom it may concern,

Our department is requesting consideration for funding to be used for the purchase of additional wireless video components to be used as part of our fledgling Public Safety Camera System. Currently, the Bloomington Police Department has one (1) fully marked, mobile camera system. During the previous year, this mobile camera system has been deployed in several high frequency, high crime areas in Bloomington with great success. It has produced evidence in multiple stabbings, shootings and street level violence crimes. This camera system is used on a daily basis as both a deterrent and an aid to crime detective and prevention.

We are making this funding request to obtain components needed to assemble two (2) additional wireless camera systems for use in Bloomington.

A parts list showing and associated costs can be found on the second page of this document. Thanks in advance for your consideration.

Respectfully submitted,

CIA Jack McQueen / Sgt. Clayton Arnold

Criminal Investigation Division

 CITY OF
Bloomington **ILLINOIS**
CONSENT AGENDA ITEM 7F

FOR COUNCIL: August 10, 2015

SUBJECT: Consideration of approving a one year contract with four (4) annual contract renewal options with Biosolids Management Group for the removal of lime sludge from the storage lagoons at the water treatment facility. (RFP #2016-18)

RECOMMENDATION/MOTION: The City enter into a one year contract with four (4) annual contract renewal options for the lime sludge removal with Biosolids Management Group of Boone, Iowa at the cost of \$35.63 per dry ton for the first year, \$36.63 for the second year, \$37.63 for the third year, \$38.63 for the fourth and fifth year, and authorizing the Mayor and City Clerk to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 4 – City Services delivered in the most cost-effective, efficient manner.

BACKGROUND: The City of Bloomington Water Department recently requested proposals for a five year contract to remove lime sludge from the water treatment plant storage lagoons at the water treatment plant. The City of Bloomington has three sludge lagoons of which two are “full.” Lime sludge is a reusable byproduct of the water softening process. The lime sludge is removed from the sludge lagoon by a contractor and marketed to farmers for pH control of their farmland. This process must take place each year as the water softening process creates about 25,000 lbs. of sludge each day. The lime residuals have a beneficial use in agriculture. The high calcium lime slurry is applied to farm fields to adjust the soil pH to optimum levels. The water content of the lime makes it expensive to truck to fields, but the material reacts more quickly than powdered limestone. The time window for application is from after the crop is harvested to when the ground is frozen or snow covered. Conditions usually become unfavorable toward the end of November, but years can vary.

We received four responses to the bid request. Biosolids Management Group was the lowest bidder on the removal. Below is the breakdown of RFP #2016-18, the four vendors that bid on the Lime Sludge Removal.

Vendor	Initial	1st Renewal	2nd Renewal	3rd Renewal	4th Renewal
Stewart Spreading, Inc.	\$52.72	\$54.30	\$55.93	\$57.60	\$59.33
Oros & Busch Application Technologies, Inc.	\$41.50	\$42.75	\$44.00	\$45.30	\$46.70
Evergreen FS	\$43.00	\$37.60	\$38.40	\$39.20	\$40.00
Biosolids Management Group (1)	\$35.63	\$36.63	\$37.63	\$38.63	\$38.63

The large difference in the four bid prices is due, at least in part, to different removal methods.

INTERESTED PERSONS CONTACTED: None

FINANCIAL IMPACT: This work was included in the Water Department's FY 2016 budget for \$257,500 in the Water Purification - Landfill and Residual Disposal account (50100130-70650). Stakeholders can locate this in the FY 2016 Proposed Budget Book titled "Other Funds & Capital Improvement Program" on page 102.

Respectfully submitted for Council consideration.

Prepared by: Brett Lueschen, Interim Water Director

Reviewed by: Steve Rasmussen, Assistant City Manager

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

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Agreement

Motion: The City enter into a one year contract with four (4) annual contract renewal options for the lime sludge removal with Biosolids Management Group of Boone, Iowa at the cost of \$35.63 per dry ton for the first year, \$36.63 for the second year, \$37.63 for the third year, \$38.63 for the fourth and fifth year, and authorizing the Mayor and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

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

CITY OF BLOOMINGTON
CONTRACT WITH
Biosolids Management Group
FOR
Lime Sludge Removal

THIS AGREEMENT, dated this _____ day of _____, 2015, is between the City of Bloomington (hereinafter "CITY") and Biosolids Management Group (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

Section 2. Incorporation of RFP/RFQ & Proposal Terms. This work was subject to the following procurement initiative by the CITY:
RFP # 2016-18 Lime Sludge Removal _____ (hereinafter "Request")

Accordingly, the provisions of the Request and the proposal submitted by CONTRACTOR (hereinafter collectively referred to as "Procurement Documents" and attached as Exhibit A), shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply.

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

RFP # 2016-18 Lime Sludge Removal _____

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

☐

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

☒

Fees as set forth in the Procurement Documents.

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

Biosolids Management Group

By: _____
Its City Manager

By: _____
Its _____

ATTEST:

By: _____
City Clerk

By: _____
Its _____

EXHIBIT A
SCOPE OF SERVICES / WORK PROVIDED

I. General Information

This proposal will cover the removal of lime sludge, a by-product of the water treatment lime softening process, from the City of Bloomington's ("City") lime storage lagoons for application on agricultural land in a "slurry" form by the Contractor.

II. General Description of Project

This proposal provides for the Contractor to furnish all equipment, materials, labor, coordination, agricultural testing, farmer contacts and agreements, IEPA coordination, and other incidentals as may be necessary to remove lime sludge from the Owner's storage facility located adjacent to and downstream from the Lake Bloomington reservoir. The proposal period is for one (1) years and includes four (4) annual contract renewal options upon mutual agreement between the City and the Contractor.

III. Responsibilities of the Owner

The owner shall provide the following services during the Contractor's performance of any proposed Contract.

1. Provide for a chemical analysis of the composite sludge samples to characterize the sludge to assure that the sludge is not hazardous and meets the IEPA requirements for land application.
 - a. Provide sample bottles to contractor for sludge collection.
 - b. City staff will analyze samples for percent solids and/or specific gravity.
2. Apply for and obtain an IEPA sludge application permit.
3. Other contractual responsibilities as set forth in other portions of the proposed contract.

IV. Responsibilities of the Contractor

The contractor shall provide the following services during the proposed Contract which shall include but not be limited to the following:

1. Remove lime sludge in compliance with the Owner's IEPA Sludge Application Permit.
2. Coordinate individual applications with road authorities and IEPA providing all necessary information and documentation.
3. Contractor must comply with IEPA Standards and practices. If the contractor fails to comply, the contract may be immediately terminated.
4. Employ a responsible person experienced and qualified to review each site's soil conditions, and recommend and ensure proper application rates.
5. Accept sole responsibility for any charges made to farmers or property owners where sludge is applied.
6. Accept sole responsibility for determination of a proper application rate.
7. Collect a one-quart sample from each truckload, analyze the sample for percent solids and/or specific gravity, log the information and report to the Water Treatment Plant the amount of sludge removed each day. Contractor shall provide Owner a copy of their sludge application report form to determine adequacy of information as part of this RFP.
8. The Contractor will provide Owner with split sample(s) upon request.
9. Provide the Owner with a completed sludge user sheet for each application site on a weekly basis until at the end of the application season. The sludge user shall have signed the form.
10. The proposal shall state that the contractor shall keep the sludge storage facility site clean as directed by WTP staff and is totally responsible for all equipment and materials used in this operation that may be kept at the site.
11. The proposal shall state that the contractor will abide by and comply with all applicable governmental laws, regulations and rules in the performance of its activities under the contract.

12. Contractor shall provide sufficient water for cattle utilizing the pasture adjacent to the road easement between the lagoons and main roadway. The owner will provide the water source at the treatment plant.
13. Provide Owner with documentation sufficient to the City of Bloomington that the contractor has all necessary applicable permits to land apply lime-softening sludge.
14. The City estimates that it creates 5,000+/- dry tons of sludge per calendar year. This is only an opinion of probable tonnage and provides no guarantee.
15. The Contractor shall notify the Owner immediately should any spill occur. The clean-up of any spilled lime sludge in any location other than the site shall be the sole responsibility of the contractor at his sole expense, in accordance with all applicable laws and regulations.
16. The Contractor must use an agriculturally accepted method for the application of the lime sludge to the fields and provide a description of how the lime application will be made to agricultural fields.
17. The Contractor must provide a contingency plan that describes how the sludge removal process continues if equipment fails or hauling is interrupted.
18. Upon removal of the lime sludge from the lime sludge lagoon, said sludge shall become the property of the selected Contractor. The Owner shall not be held liable for any illegal dumping of lime sludge and the selected Contractor shall so indemnify the City.
19. Sludge hauling hours shall be between sunup and sundown.
20. The Contractor must remove a minimum of 5,500 pounds of lime sludge material from the lagoons.

V. Terms of the Contract

The proposal will cover remaining of fiscal year 2016 (Date of executed contract – April 30, 2016) and subsequent years. It is intended that the Contractor's operations will occur in the fall season although removal during other times will be permitted. This contract will expire on April 30, 2016. This contract has the option of four (4) annual contract renewals upon mutual agreement of both parties, under the same terms and conditions.

VI. Equipment

- A. The proposal shall address the following issues regarding equipment used to remove lime sludge.
 1. Proposals shall state that the contractor will erect any and all equipment on the site that it may need to liquefy and remove lime sludge.
 2. The contractor shall be allowed to enter upon the sludge storage site at all times during the term of the contract to remove lime sludge.
 3. Costs for the operation and maintenance of the equipment used by the Contractor are the sole responsibility of the Contractor.
 4. All machinery and equipment shall remain the property of the contractor and shall be removed by the Contractor within sixty (60) days following the term of the proposed contract except as otherwise provided in the proposal.
- B. The proposal shall include an inventory of equipment that could be utilized in the lime handling, removal, hauling, and spreading and should include the age of the equipment.

VII. Price

Price will be based upon a base price per dry ton.

VIII. Basis of Payment

- A. Payment shall be based on the number of dry tons removed from the storage facility.
- B. Payments will be in March of the year following the removal of the lime sludge.

- C. Any proposed contract for Fiscal Year 2015 may include a fixed set up charge. Proposals shall include a detailed explanation of set up charge and enumerate all conditions, responsibilities, liabilities, ownership of equipment, and maintenance responsibilities.

IX. Site Restoration

All proposals shall state that within thirty (30) days following the termination of the contract the contractor shall restore and repair any damage caused to the site during the course of its operation and shall restore the site or the sites to their condition existing on the date of the contract, except for improvements constructed by the City for the residual lime removal.

X. Insurance

- A. Any sludge removal contract shall include statements indicating the contractor will obtain general liability insurance in the minimum amount as stated on page 13, naming the City of Bloomington, its officers, employees and agents as additional insured. Contractor will also obtain and maintain Workers Compensation insurance in an amount as required by the State of Illinois.
- B. Any sludge removal contract shall state that the contractor certifies and affirms that there is no conflict in coverage as disclosed between the certificate of insurance and the insurance policy. The successful contractor once a proposal is accepted will be **REQUIRED**, prior to contract signing, to provide written verification of this from the insurer.

XI. Indemnification

All proposals shall include language stating that the Contractor agrees to the fullest extent permitted by law, Contractor shall indemnify and hold harmless the CITY, its officers, officials, agents and employees from claims, demands, causes of action and liabilities of every kind and nature whatsoever arising out of or in connection with the Contractor's operations performed under this contract, except for loss, damage or expense arising from the sole gross negligence or willful misconduct of the CITY or the CITY's agents, servants or independent contractors who are directly responsible to CITY. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY's officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Contract.

XII. Termination or Assignment

- A. All proposed contracts shall state that in the event that the City's performance under the contract violates any of the rules and regulations of said public agencies or interferes with providing of water service to its customers, the City shall have the right to immediately terminate the contract.
- B. All proposed contracts shall state that the contractor shall not sell, assign, transfer or subcontract the contract or any interest therein to any person, firm, or corporation without the written consent of the City of Bloomington.

XIII. References

Persons or Corporations submitting proposals shall provide a list of references to be used to determine the experience and capabilities in performing this type of work. No proposal will be considered unless the party offering it furnishes evidence satisfactory to the City of Bloomington that he has the necessary facilities, ability, and financial resources to fulfill the conditions of a sludge removal contract.

XIV. Experience Handling/Hauling Similar Materials

The Contractor will include in the proposal the length of time of service in handling, removing, hauling, and applying lime sludge or similar materials. *If the materials are not lime based, describe the similar materials.* The Contractor shall provide copies of any or all certifications/classifications required to haul materials.

**EXHIBIT B
PAYMENT TERMS**

DESCRIPTION	COST
Initial Term (Date of Executed Contract-April 30, 2016)	\$_____ (per dry ton)
1 st Renewal (May 1, 2016 – April 30, 2017)	\$_____ (per dry ton)
2 nd Renewal (May 1, 2017 – April 30, 2018)	\$_____ (per dry ton)
3 rd Renewal (May 1, 2019 – April 30, 2020)	\$_____ (per dry ton)
4 th Renewal (May 1, 2020 – April 30, 2021)	\$_____ (per dry ton)

Provide your timeline for mobilization and application: _____



CONSENT AGENDA ITEM NO. 7G

FOR COUNCIL: August 10, 2015

SUBJECT: Consideration of the purchase of limited source craft beers for the inaugural Bloomington Beer Fest in the amount of \$29,301.70.

RECOMMENDATION/MOTION: That Council authorize a limited source purchase of specific craft beers from Marketplace Selections in the amount of \$20,097.30 and Wolf Distributors in the amount of \$9,204.40 for the inaugural Bloomington Beer Fest.

STRATEGIC PLAN LINK: Goal 6. Prosperous Downtown Bloomington

STRATEGIC PLAN SIGNIFICANCE: Objective 6c. Downtown becoming a community and regional destination.

BACKGROUND: Staff respectfully requests approval of the purchase as a limited source with no bid and transfer of funds so that craft beers can be purchased for the Bloomington Beer Fest. Note that staff fully anticipates revenue from ticket and gate sales to offset the purchase as set forth below. Accordingly, this purchase will ultimately be reimbursed.

This year's beer fest will feature over 250 craft beers from 85 different breweries. The BCPA has been generating revenue for the City of Bloomington for the past 5 years through the cooperative presentation of Bruegala, a craft beer tasting and outdoor music event co-sponsored with the Jaycees. The BCPA had no share in the Bruegala alcohol sales; and therefore, had no line item in the 2016 budget to account for the purchase of the beers. When the Jaycees decided they needed to move to a larger venue, BCPA staff polled a cross section of patrons and supporters and determined: a.) that the City did not need to suffer the loss of revenue; b.) that the patrons of this type of event would be interested in a re-branding of a similar craft beer/music fest; c.) utilizing the same model of not-for-profit groups as volunteer pouring teams who would share in the proceeds of the event, community groups could further their own missions by using the event as a fundraiser for their causes.

When BCPA staff decided to move ahead with a beer-tasting event to conjoin with the outdoor summer concert, it was determined that key elements desired in the Bloomington Beer Fest would be the inclusion of a McLean County-produced craft beer...such as something from Distihl...as well as vendors who would be on-site during the event to provide education and background to those attendees desiring a more comprehensive experience. Staff was also looking for some unique and specific beers and found them on the list provided by Marketplace Selections. Additionally, Marketplace Selections was not only willing to provide the on-site education but eager to do so. *"We won't just tell people what kind of hops are in the beer; we can tell them where the hops were grown."* The combination of the improved customer service and the exclusivity of some of the beers prompted the staff to determine Marketplace Selections as the vendor needed for a successful event as envisioned. The Marketplace dba company, Wolf Distributing, is, as we understand it, the sole distributor, for Distihl Brewery.

Staff requests action to be taken at the August 10, 2015 City Council meeting in order to have checks in hand by August 19, 2015. Beer will be delivered to the BCPA on August 20, 2015, one

day prior to the Bloomington Beer Fest to be held on August 21 and 22, 2015. The distributors will not leave the product unless they have a check in hand.

Last year's beer-tasting event, Bruegala, generated ~\$64,000 in gate sales. The BCPA retained for the City of Bloomington ~2/3 of the gate sales or ~\$42,000 of that revenue. This year's event will differ in that the BCPA will be able to retain 100% of the gate for The City of Bloomington. BCPA staff has no way of knowing how much money was generated in the sales of alcohol because that number was not shared nor did the BCPA or the City of Bloomington derive any profits from alcohol sales at Bruegala. Attendance at the 2014 event was ~4,200 people. If only half of the people attending the event purchase \$20 tasting punch cards, \$42,000 in alcohol sales will be generated. In this year's event, once the expense of the alcohol is subtracted from the gross, the net will be divided equally across the number of tables pouring and will benefit local charities manning the tables.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: BCPA staff requested feedback from a wide cross-section of the community to get their input regarding their support of an additional beer tasting/fundraising event. BCPA staff works in conjunction with the advice from the Bloomington Cultural Commission.

FINANCIAL IMPACT: The FY 2016 Budget appropriated \$480,100 in BCPA-Artist Fees under account (10014125-70218-20000). If the purchase is authorized, \$29,301.70 will be transferred to the BCPA – Beverages account (10014125-71750-200000). Stakeholders can locate this in the FY 2016 Proposed Budget Book titled "Budget Overview and General Fund" on page 188.

The purpose of requesting the shift in funds from artist fee to BCPA beverages is to purchase the craft beers that will be taste-tested at the Bloomington Beer Fest to be held in the Ballroom of the Bloomington Center for the Performing Arts on August 21 & 22, 2015. Note this is only a portion of the total budget in this account. The cost of this service will be offset by revenue generated from admission to the event (the gate) and beer tasting ticket sales.

Respectfully submitted for Council consideration.

Prepared by: Tina Salamone, Performing Arts Manager, BCPA

Reviewed by: Jay Tetzloff, Director—Parks, Recreation and
Cultural Arts / Miller Park Zoo

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

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

Recommended by:


David A. Hales
City Manager

Attachments:

- None

Motion: _____

Seconded by: _____

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

CONSENT AGENDA ITEM NO. 7H

FOR COUNCIL: August 10, 2015

SUBJECT: Consideration of approving an Ordinance for Final Plat for the Second Addition to Shirk Commercial Subdivision, located west of Hershey Road and south of Jumer Drive.

RECOMMENDATION/MOTION: That the Ordinance for an Final Plat for the Second Addition to Shirk Commercial Subdivision, located west of Hershey Road and south of Jumer Drive be adopted.

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 one lot located west of Hershey Road and south of Jumer Drive. The zoning in this area is B-1 Highway Business District. The subject final plat creates lot 7 from a portion of lot 2 in Shirk Commercial Subdivision for the office building at 1907 Jumer Drive. This final plat qualifies for submission under the Expedited Final Plat submission process.

The 1999 preliminary plat was submitted by Tiehack Development, Inc. The petition for the subject final plat states that JD Office Park, LLC is the owner of the subject property.

Tap on fees for this subdivision were paid previously with the platting of Shirk Commercial Subdivision. Therefore, no additional tap on fees are required for this subdivision.

All required public improvements for this addition have been constructed with previous additions. No additional public improvements are required for this addition. Therefore, no additional performance guarantees are required for this subdivision.

A solid fence is on the property now to screen the existing development from the residential properties to the south. Any future developments to the east or west will also be required to provide screening as part of an approved building permit.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: JD Office Park, LLC

FINANCIAL IMPACT: None. All survey and plat costs paid by JD Office Park, LLC

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: Carla A. Murillo, Budget Manager

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

Recommended by:



David A. Hales
City Manager

Attachments:

- Final plat checklist
- Location Map
- Electronic copy of the final plat
- Legal description
- Tap on Memo
- Letter of Request for an Expedited Final Plat
- Ordinance

Motion: That the Ordinance for an Final Plat for the Second Addition to Shirk Commercial Subdivision, located west of Hershey Road and south of Jumer Drive be adopted.

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			



2nd Add Shirk Commerical Sub FINAL PLAT CHECKLIST

Date Prepared: 7/28/2015

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	N/A
	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)	
	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	TJM
	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	
	Retains the design characteristics of approved public improvement engineering plans and specifications.	N/A
	Final Plat is signed by IL licensed surveyor	TJM
	Plans for all public improvements approved by Public Works	TJM

Second Addition To Shirk Commercial Subdivision

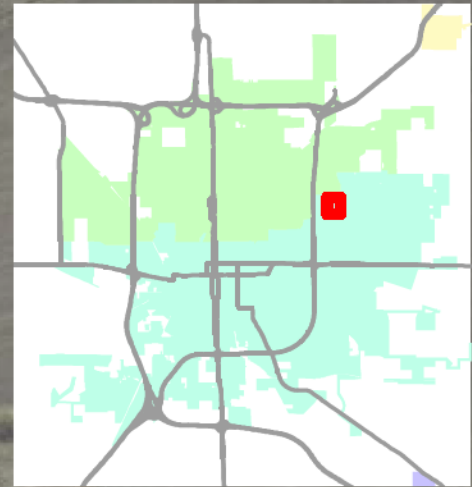


0 125 250 Feet

DATE 07/31/2015

Legend

- Existing Streets
- Planned Streets
- Buildings
- Parcels



Hershey Rd

Jumer Dr

Lot 7, Second Addition to
Shirk Commercial Subdivision

Lot 2,
Shirk Commercial Subdivision

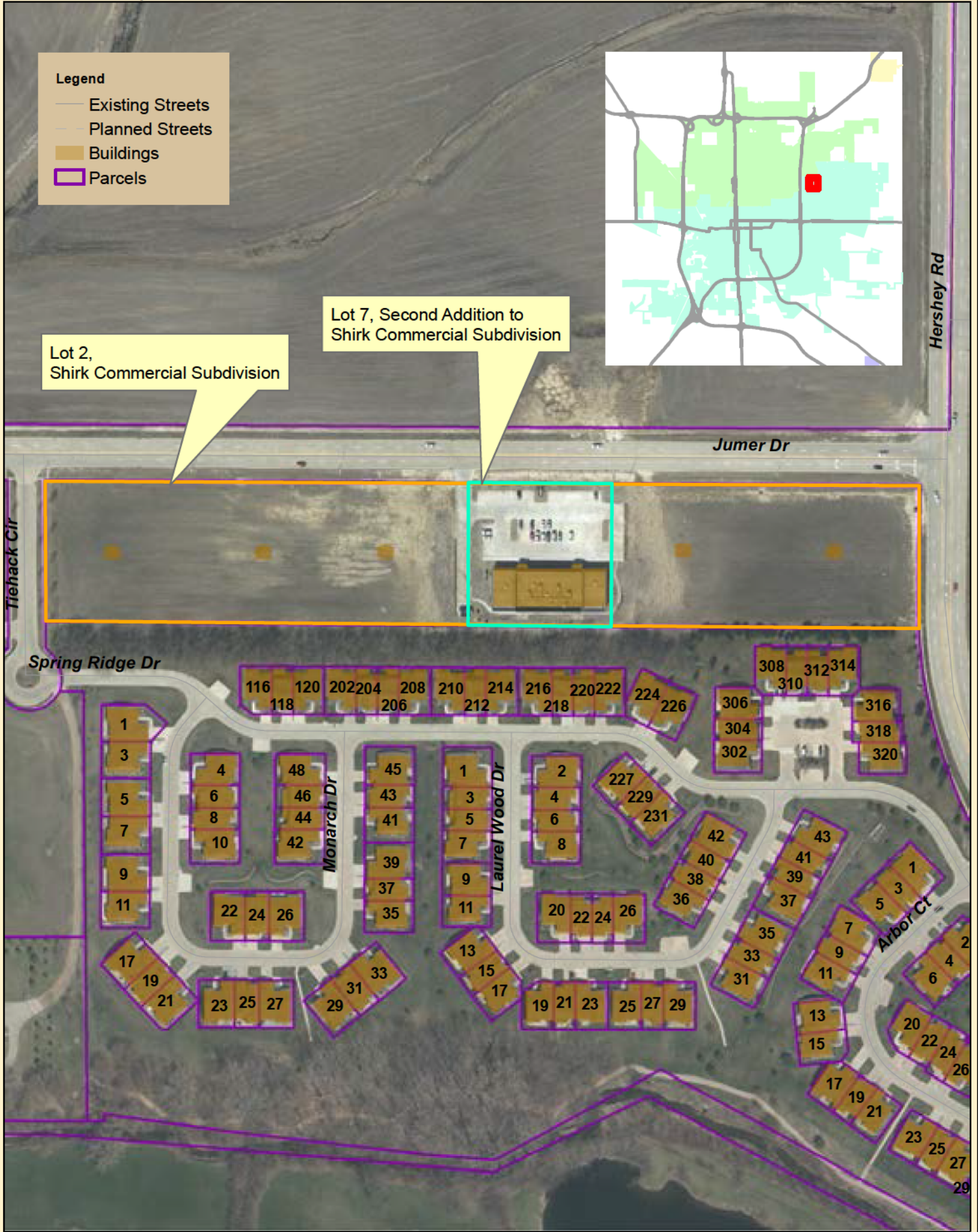
Spring Ridge Dr

Monarch Dr

Laurel Wood Dr

Arbor Ct

Tiehack Cir



SECOND ADDITION TO SHIRK COMMERCIAL SUBDIVISION

PART OF SE 1/4 SEC 26, TOWNSHIP 24 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS

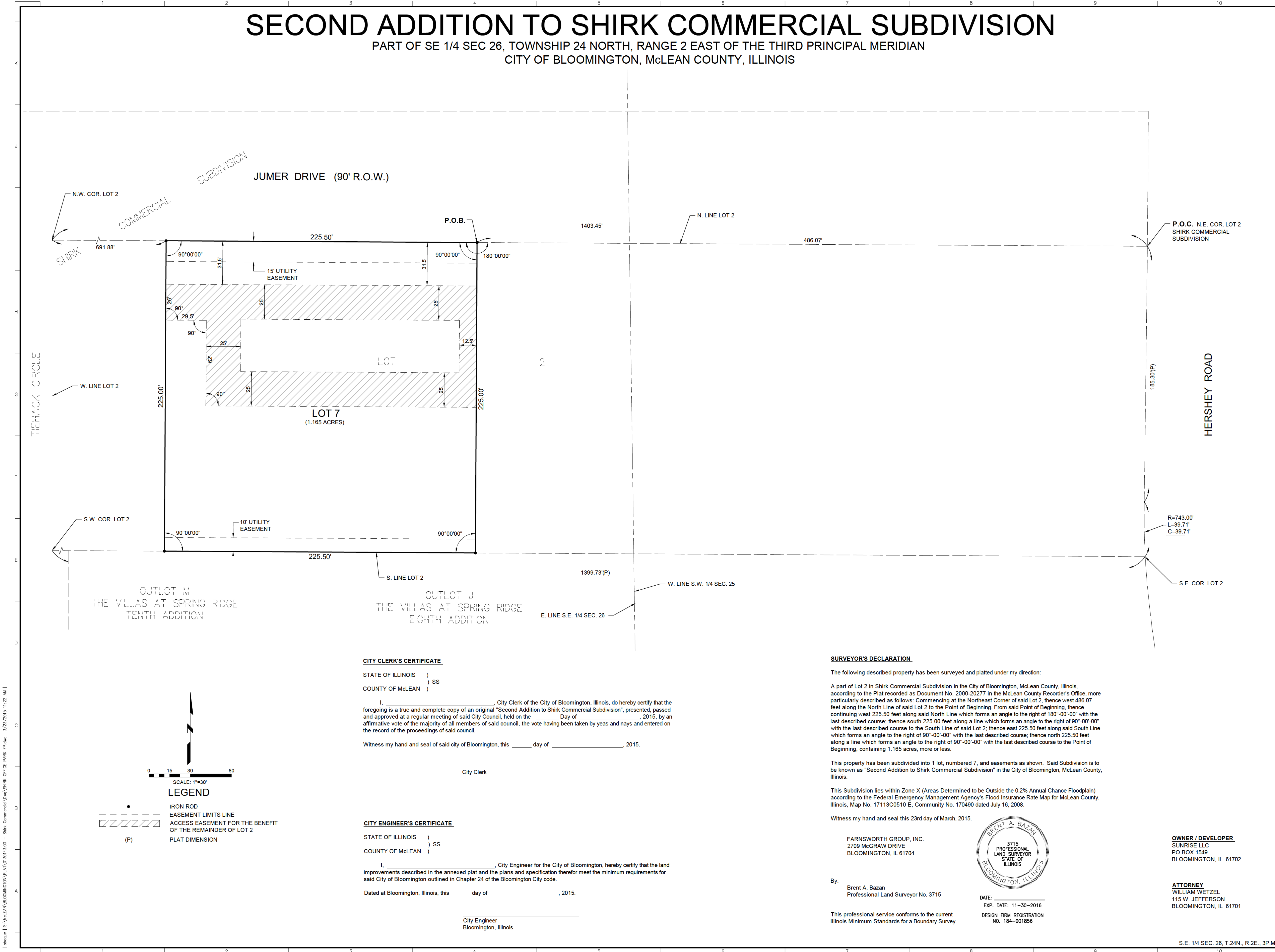


Farnsworth
GROUP

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

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

ISSUE:		
#	Date:	Description:
1	03/23/15	ADDED EASEMENT LANGUAGE



CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF McLEAN) SS

I, _____, City Clerk of the City of Bloomington, Illinois, do hereby certify that the foregoing is a true and complete copy of an original "Second Addition to Shirk Commercial Subdivision", presented, passed and approved at a regular meeting of said City Council, held on the _____ Day of _____, 2015, by an affirmative vote of the majority of all members of said council, the vote having been taken by yeas and nays and entered on the record of the proceedings of said council.

Witness my hand and seal of said city of Bloomington, this _____ day of _____, 2015.

City Clerk

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF McLEAN) SS

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

Dated at Bloomington, Illinois, this _____ day of _____, 2015.

City Engineer
Bloomington, Illinois

SURVEYOR'S DECLARATION

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

A part of Lot 2 in Shirk Commercial Subdivision in the City of Bloomington, McLean County, Illinois, according to the Plat recorded as Document No. 2000-20277 in the McLean County Recorder's Office, more particularly described as follows: Commencing at the Northeast Corner of said Lot 2, thence west 486.07 feet along the North Line of said Lot 2 to the Point of Beginning, From said Point of Beginning, thence continuing west 225.50 feet along said North Line which forms an angle to the right of 180°-00'-00" with the last described course; thence south 225.00 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course to the South Line of said Lot 2; thence east 225.50 feet along said South Line which forms an angle to the right of 90°-00'-00" with the last described course; thence north 225.50 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course to the Point of Beginning, containing 1.165 acres, more or less.

This property has been subdivided into 1 lot, numbered 7, and easements as shown. Said Subdivision is to be known as "Second Addition to Shirk Commercial Subdivision" in the City of Bloomington, McLean County, Illinois.

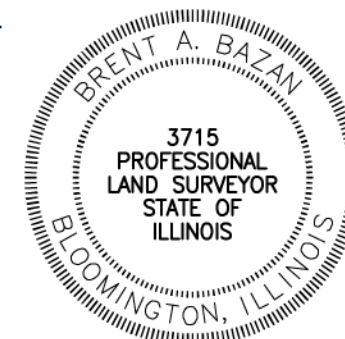
This Subdivision lies within Zone X (Areas Determined to be Outside the 0.2% Annual Chance Floodplain) according to the Federal Emergency Management Agency's Flood Insurance Rate Map for McLean County, Illinois, Map No. 17113C0510 E, Community No. 170490 dated July 16, 2008.

Witness my hand and seal this 23rd day of March, 2015.

FARNSWORTH GROUP, INC.
2709 McGRAW DRIVE
BLOOMINGTON, IL 61704

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

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



DATE: _____
EXP. DATE: 11-30-2016
DESIGN FIRM REGISTRATION
NO. 184-001856

OWNER / DEVELOPER
SUNRISE LLC
PO BOX 1549
BLOOMINGTON, IL 61702

ATTORNEY
WILLIAM WETZEL
115 W. JEFFERSON
BLOOMINGTON, IL 61701

BLOOMINGTON, ILLINOIS

Date: 03-23-15

Design/Drawn: SJB

Reviewed:

Book No.: 2665/26 Field: 05/07/13

Project No.: 0130143.00

SHEET TITLE:

FINAL PLAT

SHEET NUMBER:

1

File No.: 24-8842-2

EXHIBIT "A"

A part of Lot 2 in Shirk Commercial Subdivision in the City of Bloomington, McLean County, Illinois, according to the Plat recorded as Document No. 2000-20277 in the McLean County Recorder's Office, more particularly described as follows: Commencing at the Northeast Corner of said Lot 2, thence west 486.07 feet along the North Line of said Lot 2 to the Point of Beginning. From said Point of Beginning, thence continuing west 225.50 feet along said North Line which forms an angle to the right of 180°-00'-00" with the last described course; thence south 225.00 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course to the South Line of said Lot 2; thence east 225.50 feet along said South Line which forms an angle to the right of 90°-00'-00" with the last described course; thence north 225.50 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course to the Point of Beginning.

MEMORANDUM

July 28, 2015

TO: Cherry Lawson, City Clerk
FROM: Anthony Meizelis,
RE: Second Addition to Shirk Commercial Subdivision
Performance Guarantees and Tap-On Fees

The following are the Performance Guarantee and Tap On fees required from the developer before releasing for recording: **Second Addition to Shirk Commercial Subdivision** approved by City Council on August 10, 2015.

A. Performance Guarantee:

Bonding for the public improvements in this subdivision was previously provided. No additional public improvements are proposed for this Second Addition. Therefore, no performance guarantee is required.

B: Tap-On Fees:

Tap on fees for this parcel were paid previously with the platting of Shirk Commercial Subdivision.

C: Substandard Adjacent Roadway Improvement Payment:

The tap-on fee for Hershey Road Pavement was paid previously with the platting of Shirk Commercial Subdivision. No additional Substandard Street Improvement fee is required.

cc: Jim Karch, Director of Public Works
Kevin Kothe, City Engineer
Patti-Lynn Silva, Finance Dept.
Jeff Jurgens, Legal Dept.
file

LivingstonBarger

Livingston, Barger, Brandt & Schroeder, LLP

BLOOMINGTON OFFICE

115 W. Jefferson Street - Suite 400
Post Office Box 3457
Bloomington, Illinois 61702-3457
(309) 828-5281 • Fax (309) 827-3432

CHAMPAIGN OFFICE

2918 Crossing Court – Suite E
Champaign, Illinois 61822-6163
(217) 351-7479 • Fax (217) 351-6870

Reply to Bloomington Office

August 5, 2015

Bloomington City Clerk's Office
109 E. Olive St.
Bloomington, IL 61701

RE: Second Addition to Shirk Commercial Subdivision

To Whom It May Concern:

Forwarded herewith are the revised Petition and proposed Ordinance relative to the approval of the above-referenced subdivision. We request on behalf of our client that this be approved in accordance with the provisions contained in the Bloomington City Code relating to the expedited Final Plat approval process.

I am also enclosing our firm check in the amount of \$105.00 in payment of the required fee.

It is my understanding that this now will appear on the Council meeting scheduled for August 10, 2015. Thank you for your assistance, and if you need further information or documentation, please contact me.

William C. Wetzel
Thomas M. Barger, III
Christopher L. Nyweide
Richard E. Stites
Peter W. Brandt
Thomas B. Borton
Kirk A. Holman
Michael A. Wozniak
Thomas A. Jennings
Elizabeth B. Megli
Jonathan J. Bobell
Ryne J. Takacs
Joseph R. Wetzel
Rachel J. Brandt
Zane J. Breithaupt
William R. Brandt (Retired)
Herbert M. Livingston (1898 – 1987)
Ralph E. Schroeder (1927 – 1991)
Thomas M. Barger, Jr. (1912 – 1992)
James T. Foley (1931 – 2010)
Susan H. Brandt (1950 – 2010)

August 6, 2015

Page 2

Yours very truly,

William C. Wetzel

WCW/jlg

Enclosures

State of Illinois)
) ss.
County of McLean)

Now come(s) **JD Office Park, LLC**, hereinafter referred to as your petitioner(s), respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A, which is attached hereto and made a part hereof by this reference, 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 seeks approval of the Final Plat for the subdivision of said premises to be known and described as **Second Addition to Shirk Commercial Subdivision**;
3. That your petitioner also seeks approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960:
None.
4. That your petitioner seeks approval of this Final Plat pursuant to the expedited Final Plat approval process provided for the in the Bloomington City Code.

WHEREFORE, your petitioner respectfully prays that said Final Plat for the **Second Addition to Shirk Commercial Subdivision** submitted herewith be approved per the expedited Final Plat procedure provided for in the Bloomington City Code with the exemptions or variations as requested herein.

JD OFFICE PARK, LLC

By: _____
William C. Wetzel, Its Attorney

ORDINANCE NO. _____

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE
SECOND ADDITION TO SHIRK COMMERCIAL 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 the **Second Addition to Shirk Commercial Subdivision**, legally described in Exhibits 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: None; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided and approval of the Final Plat pursuant to the expedited Final Plat approval process is appropriate, and in all respects 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 the **Second Addition to Shirk Commercial Subdivision** and any and all requested exemptions and/or variations be, and the same is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 10th day of August 2015. APPROVED this _____ day of August 2015.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

APPROVED AS TO FORM

City of Bloomington Corporate Counsel

OWNER'S CERTIFICATE

State of Illinois)
) ss.
County of McLean)

KNOW ALL MEN BY THESE PRESENTS, That I, the undersigned, hereby certify that I am the owner of all the premises embodied in the attached Plat of **Second Addition to Shirk Commercial 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 "**Second Addition to Shirk Commercial Subdivision**" to the City of Bloomington, McLean County, Illinois as laid off in lots and streets by Brent A. Bazan of Farnsworth Group, Inc., Registered Illinois Land Surveyor Number 3715, and I, 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, I have hereunto set my hand and affixed my seal this _____ day of _____, 2015.

JD OFFICE PARK, LLC

(Seal)

By: _____
 Kyle Glandon
Its: Manager _____

*where dedication is required under Section 3.5.

State of Illinois)
) ss.
County of McLean)

I, _____, a Notary Public in and for the county and State aforesaid, do hereby certify that Kyle Glandon, Manager of JD Office Park, LLC, 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 _____ day of _____, 2015.

Notary Public

My commission expires _____.

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 _____ day of _____, 2015, there were no delinquent general or special assessments unpaid, special assessments or delinquent special assessments unpaid against the tract of land shown on the plat attached to this certificate and described in the certificate of the Surveyor attached hereto and to said Plat.

County Clerk, McLean County, Illinois

SCHOOL DISTRICT CERTIFICATE

This is to certify that I Kyle Glandon, Manager of JD Office Park, LLC, as Owner/Developer of the property herein described in the Surveyor's Certificate, which will be known as **Second Addition to Shirk Commercial Subdivision**, to the best of my knowledge, is located within the boundaries of Community Unit School District #5, in McLean County, Illinois.

Dated this _____ day of _____, 2015.

Owner/Developer

State of Illinois)
) ss.
County of McLean)

I, _____ a Notary Public in and for the county and State aforesaid, do hereby certify that Kyle Glandon, Manager of JD Office Park, LLC, 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 _____ day of _____, 2015.

Notary Public

My commission expires _____.

CITY OF
Bloomington ILLINOIS
CONSENT AGENDA ITEM: 7I

FOR COUNCIL: August 10, 2015

SUBJECT: 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 Davis Lodge.

RECOMMENDATION/MOTION: That the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on August 29, 2015 be approved and the Mayor and City Clerk authorized to execute the necessary documents.

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

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

BACKGROUND: The Bloomington Liquor Commissioner, Tari Renner, convened a meeting to hear the request of Ron Schmitt and Annie Barry to allow moderate consumption of alcohol at their August 29, 2015 wedding reception to be held at Davis Lodge on July 24, 2015.

Present were Commissioner Tari Renner, George Boyle, Asst. Corporation Counsel, Renee Gooderham, Nanam Myszk, owner/caterer Epiphany Farms and Craig Cahan, Epiphany Farms Manager.

Mr. Cahan stated that Epiphany Farms would cater the wedding reception. Beer and wine only would be served. Approximately 135 guests were anticipated.

Commissioner Renner approved the request of Ron Schmitt and Annie Barry to allow moderate consumption of alcohol at their August 29, 2015 wedding to be held at Davis Lodge.

Commissioner Renner stated that this item would appear on the Council's August 10, 2015 Consent Agenda. He encouraged Mr. Cahan to attend the meeting.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by:

Renee Gooderham, Chief Deputy Clerk

Reviewed by: Cherry L. Lawson, City Clerk

Reviewed by: Brett Lueschen, Interim Water Director

Reviewed by: George D. Boyle, Assistant Corporation Counsel

Recommended by:

Tari Renner
Mayor

Attachments:

- Ordinance
- Request for the Suspension

Motion: That the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on August 29, 2015 be approved, the Mayor and City Clerk authorized to executed 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. 2015 -

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

WHEREAS, Ron Schmitt and Annie Barry are planning to hold their wedding reception at Davis Lodge from 4:00 p.m. to 11:00 p.m. on August 29, 2015; and

WHEREAS, Ron Schmitt and Annie Barry Schaumburg have requested permission from the City to serve beer and wine during this event; and

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

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the wedding reception at Davis Lodge on August 29, 2015 under the conditions set forth in the rental agreement.

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

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

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

PASSED this 10th of August 2015.

APPROVED this ___ day of August 2015.

CITY OF BLOOMINGTON

ATTEST

Tari Renner
Mayor

Cherry L. Lawson
City Clerk

To: "acoffey@cityblm.org" <acoffey@cityblm.org>
From: <akbarry09@gmail.com>
Date: 06/25/2015 04:09PM
Subject: Request to Consume Alcohol at Davis Lodge: 8-29-2015

Hi Andrew,

Thank you for taking the time to review this process with me on the phone. Below is the information you requested for us to be put on the agenda for the July 14 meeting. If you need anything else please let me know.

Date and time of event: August 29, 2015, 4 PM

Location of event: Davis Lodge

If the event location has been reserved: yes, the location has been reserved

Bride and groom names, phone numbers and email addresses:

Annie Barry, 312-493-9142, akbarry09@gmail.com

Ron Schmitt, 309-533-2535, schmitt113@gmail.com

Number of guests expected: 135

Name of catering business that has been selected: Epiphany Farms,
Craig Cahan, craig@epiphanyfarms.com

Thank you,

Annie

Annie Barry
akbarry09@gmail.com
312 493 9142

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

FOR COUNCIL: August 10, 2015

SUBJECT: Consideration of approving a Lake Bloomington Lease Transfer Petition for Lot 4, Block 10 of Camp Potawatomie, from Alvin Schad to James and Diane Koehl.

RECOMMENDATION/MOTION: That the Lake Lease Transfer be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: The sewage disposal system inspection was completed in June 2015. The septic system appears to be functioning normally. The septic tank does not need to be pumped but should be checked regularly. The age of the sewage disposal system is over twenty-five (25) years. The McLean County Health Department estimates sewage disposal systems have an average life span of approximately twenty to twenty-five (20-25) years. However, this can be affected greatly by usage patterns of the premises (seasonal versus full time occupancy) and system maintenance.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: This petition will have a neutral financial impact in that the current lease uses the current formula, (\$0.40 per \$100 of Equalized Assessed Value), for determining the Lake Lease Fee. With this transfer, the lake lease formula will generate about \$243.49 per year in lease income. This lake lease income will be posted to Lake Maintenance-Lease Income Account (50100140 – 57590). Stakeholders can locate this in the FY 2016 Proposed Budget Book titled “Other Funds & Capital Improvement Program” on page 104.

Respectfully submitted for Council consideration.

Prepared by: Connie Fralick, Office Manager

Reviewed by: Brett Lueschen, Interim Water Director

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

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Lake Lease Agreement
- Maps

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

Motion: _____ Seconded by: _____

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

LAKE BLOOMINGTON LEASE TRANSFER REQUEST

The following is a step by step process to be followed in order to insure a timely transfer of the lease for property at Lake Bloomington. Depending upon the time the documents are submitted to the City Clerk's Office, the existence of any problems the staff might discover, and the scheduling of Council Meetings, it could take from 3-5 weeks to process a Lake Bloomington Lease transfer.

1. Prior to submitting the Petition and Lease to the Clerk's Office, the potential lessee should have a licensed septic system installer inspect the septic system and present the septic system inspection results at the same time that the Petition and Lease is submitted to the Clerk's Office.
2. Submit the Petition, two (2) copies of the Lease, and the septic system inspection results to the Clerk's Office and pay a \$100.00 Filing Fee plus the current year's lot rental (if not already paid). Petition and Leases must have original signature(s) before they can be processed.
3. The City Clerk sends copies of all documents to the Water Department and Legal Department for their approval and confirmation that the lease transfer is in order and ready for council action.
4. After receiving approval from the Water Department and Legal Department, the City Clerk will place the Lease Transfer on the next Council Agenda for Council action.
5. After Council approval, the City Clerk will return one (1) signed lease to the Petitioner or their attorney.

PARTICULAR ATTENTION SHOULD BE PAID TO THE FOLLOWING:

1. Section 9 of the Lease pertaining to restrictions on subleasing;
2. Ordinance No. 1983-58 pertaining to prohibition of multiple ownership of Lake Bloomington Lots which prohibits any person from leasing more than one (1) parcel of land at Lake Bloomington.

If you have any questions about this matter, feel free to call us and we shall try to help you in anyway we can. Thank you very much.

Cherry Lawson
City Clerk
(309)434-2240

LAKE BLOOMINGTON LEASE TRANSFER PETITION

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

Lot 4 Block 1 of Camp McLean

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

From: James M. Kahl (Sellers Name)

To: James M. Kahl (Buyers Name)

James M. Kahl

(Signatures of Seller)

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

Now comes James M. Kahl (Buyer) and re-

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

James M. Kahl (Seller) In and

to the Lease made on the (Date) 1/1/1980, 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)

James M. Kahl

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,

James M. Kahl
James M. Kahl

(Signature of Buyer(s))

WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON LOT 4
BLOCK 1 CAMP McLean, 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) James M. Kahl in and to the premises known as Lot 4 Block 1 in Camp McLean, McLean County, Illinois and to the leases thereon executed by the City of Bloomington, Illinois.

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

Executed this _____ day of _____,

Mayor

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the _____ day of _____

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

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

WITNESSETH

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

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

Lot 47 in Block 66 in Camp Littleton according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

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

3. RENT.

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

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

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

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

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

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

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

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

4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.
5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.
6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.
7. WATER. Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.

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

James & Diane Koehl
335 N 2500 East RD
Cropsey, IL 61731

Lessee Billing Address

335 N 2500 East RD
Cropsey, IL 61731

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

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

-Lessor-

-Lessee-

CITY OF BLOOMINGTON

By: _____
Its Mayor

Attest:

City Clerk

James & Diane Koehl
Diane K Koehl

EVALUATION REPORT FOR A MCLEAN COUNTY PRIVATE SEWAGE DISPOSAL SYSTEM

Log #: _____

Date Received: _____

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

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

1. Current Owner Information:

Name: Alvin J. Schud Living TrustAddress: %Andrew Schud 4483 Hopewell Rd
Wentzville, MO 63385Phone #: Day 636-734-7363 Home _____

2. Requestor Information:

Name: Same

Address: _____

Phone #: Day _____ Home _____

3. Property Information:

Parcel Number (Tax ID): () 07-01-455-004 Date Evaluation Performed: 6-27-15Address of property evaluated: 25205 White Owl Ln. Hudson Sub. & Lot: P 151 White Owl Ln.Permit available from Health Dept.: Yes ☒ No ☐ Permit #: 72-7473

4. Interview Information:

Person interviewed: Julie Schud Original owner: Yes ☐ No ☒Age of home (years): 86 Intended for seasonal use: Yes ☒ No ☐Date last occupied: ? Number of occupants: VacantHas tank ever been pumped: Yes ☒ No ☐ If yes, how often: 2006

5. Interior Evaluation:

Number of bedrooms: 1 Garbage disposal: Yes ☐ No ☒Toilet tanks and other fixtures have evidence of leakage or overflow: Yes ☐ No ☒Water softener discharges to: NA Clothes washer discharges to: NADishwasher discharges to: NA Hot tub discharges to: NA

Basement plumbing fixtures: Discharge locations:

a. NA a. _____

b. _____ b. _____

c. _____ c. _____

d. _____ d. _____

Basement floor drains discharge to: NA Garage floor drains discharge to: NASump pit/pump discharges to: NA Downspouts discharges to: Street

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: 12 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: 1000 gallons Type: Concrete			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:			Back flow into tank from system after pumping:		
Yes ☐ No ☐ N/A ☒			Yes ☐ No ☐ N/A ☐		

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

Depth to top of field: 10 inches to 18 inches

Square feet of field: 375 square feet

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: 0 inches

Yes	No
☒	☐
☐	☒
☐	☒
☐	☒
☐	☒

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

Are the serial distribution relief or "step-down" pipes in compliance with Section 905.60 (d) of the code?

Yes	No
☐	☐

D. SEEPAGE BED -- This Section N/A ☒

Depth to top of bed: inches to inches

Square feet of bed: square feet

Meets current code sizing requirements:

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:

Yes	No
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐

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 ☐

Septic tank: _____ feet
 Seepage system: _____ feet
 Sand filter: _____ feet
 Effluent tile: _____ feet
 Effluent discharge: _____ feet
 Geothermal unit: _____ feet
 Aerobic unit: _____ feet

*Geothermal unit to: N/A ☐

Septic tank: _____ feet
 Seepage system: _____ feet
 Sand filter: _____ feet
 Effluent tile: _____ feet
 Effluent discharge: _____ feet
 Aerobic unit: _____ feet

*Building to:

Septic tank: _____ feet
 Seepage system: _____ feet
 Sand filter: _____ feet
 Effluent tile: _____ feet
 Effluent discharge: _____ feet
 Geothermal unit: _____ feet
 Aerobic unit: _____ feet

*Water line to:

Septic tank: _____ feet
 Seepage system: _____ feet
 Sand filter: _____ feet
 Effluent tile: _____ feet

*Body of water to: N/A ☐

Septic tank: _____ feet
 Seepage system: _____ feet
 Sand filter: _____ feet
 Effluent tile: _____ feet

Comments:

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

This System is forty three years old, the Septic Tank does not need pumped at this time but should be checked every three to five years and pumped as needed. The Seepage Field that was installed in 1972 was added on to the original System which is estimated to be at least one hundred square feet and it is still used and is functional. The System appeared that it would function normally at this time but the Cabin has been vacant for some time and might evaluate differently under normal water usage.

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.

Dale L. Williamson

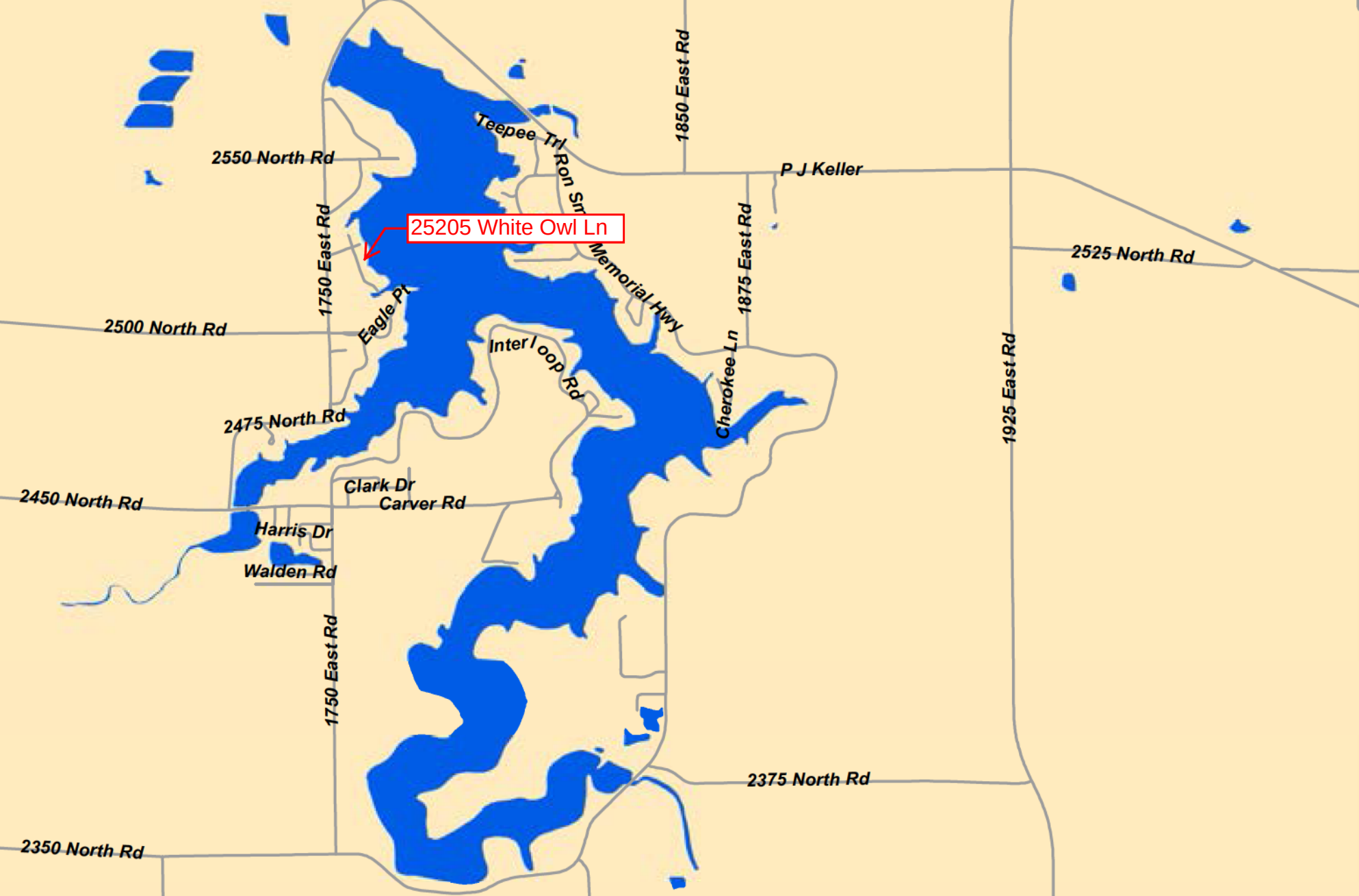
Inspector's Name (print)

Dale L. Williamson

Signature

6-28-15

Date



25205 White Owl Ln

2550 North Rd

1850 East Rd

P J Keller

1750 East Rd

1875 East Rd

2525 North Rd

2500 North Rd

Memorial Hwy

2475 North Rd

Cherokee Ln

Interloop Rd

2450 North Rd

Clark Dr
Carver Rd

Harris Dr

Walden Rd

1750 East Rd

1925 East Rd

2375 North Rd

2350 North Rd



25234

25227

25221

25205

White Owl Ln

25205 White Owl Ln
Lot: 4
Block: 10
Camp: Potawatomie

 CITY OF
Bloomington **ILLINOIS**
REGULAR AGENDA ITEM NO. 8A

FOR COUNCIL: August 10, 2015

SUBJECT: Consideration of approving an Ordinance Amending the FY 2016 Budget and review the analysis of Bids and Approval of a Contract with CAD Construction, Inc., in the amount of \$232,760 for construction of Flamingo Exhibit at the Miller Park Zoo (Bid #2016-05.)

RECOMMENDATION/MOTION: That Ordinance be adopted amending the Budget Ordinance to add funds to the Capital Improvement Account for increasing expenditures and revenues for the contract with CAD Construction Inc., for construction of the Flamingo Exhibit at the Miller Park Zoo through Bid #2016-05 in the amount of \$232,760 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;

STRATEGIC PLAN SIGNIFICANCE: 2d. Well-designed, well-maintained City facilities emphasizing productivity and customer service. 5b: City decisions consistent with plans and policies. 5d. Appropriate leisure and recreational opportunities responding to the needs of the residents.

BACKGROUND: City Council approved the Zoo's Master Plan in 2012. The Flamingo Exhibit is the first exhibit designated from the Zoo's Master Plan. It is estimated that completion of this exhibit will raise the Zoo's attendance by 5%. This recommendation represents the second request for bids. The first set of bids were opened in January 2015 but came in higher than expected and over budget. Initial bids were rejected by City Council. The entire project was reduced in size and re-designed with the goal of producing a quality exhibit for guests, staff and animals but at a lower cost. The amount of concrete was drastically reduced by eliminating the nesting island. The building size was decreased and some of the filtration system was removed but could be added later. In addition to cutting costs, staff was able to ask and receive a \$50,000 gift from the Ewing Zoo Foundation.

COMPANY	BASE BID	ALT. #1 ROOF	ALT #2 PROOFING	ALT #3 FILTER	FILL PER CY	TOTAL	TOTAL w/ ALT. #1 & 3
Diamond Design and Construction	\$256,900	\$15,980	\$3,500	\$3,900	\$125	\$280,280	\$276,780
CAD Construction	\$228,450	\$750	\$5,165	\$3,560	\$150	\$237,925	\$232,760
Tarter Construction	\$241,300	\$3,704	\$5,107	\$3,520	\$175	\$253,631	\$248,524
J Spencer	\$242,880	\$3,370	\$3,805	\$3,570	\$135	\$253,625	\$249,820

Construction							
--------------	--	--	--	--	--	--	--

Base Bid plus Alternates #1 and 3 is recommended for total price of \$232,760. A galvanized roof should last longer than an asphalt shingled roof. There is great value in accepting Alternate #1. By accepting Alternate #3 and replacing the sand filter with a bead filter, the Zoo reduces the cost of media that would have to be replaced and on staff to have to do the work. Bead filters should not ever replace the media. Surface applied waterproofing as Alternate #2 was denied, as staff believe it can be done cheaper than \$3,560 and will do it in-house. In addition to the construction company costs, additional costs will be completed by City staff. These tasks include demolition, landscaping and fence construction. All of these tasks are being completed by City staff to save money on the project.

The construction could begin almost immediately, if approved by City Council. Work performed by CAD Construction will last approximately three months. After 14 years as a union carpenter, CAD Construction was started in 2004 by Kendall Martin as a wood framing carpentry sub-contractor. They have evolved into a small general contractor that self performs carpentry. Kendall's wife, Kerry, is the majority stock holder and is very involved in the administration side of the business. This qualifies CAD as a female owned business. Due to the minority status and certifications, they do a lot of work for the State of Illinois, IDOT, Libraries, and Parks.

They are currently working for the Decatur Park District renovating the building and rebuilding the deck at The Beach House on Lake Decatur (\$765,000). They have 5 Pole Barns in progress for IDOT in district 5 (\$325,000). They are building the animal shelter at DeWitt County (\$291,000). They are finishing up a project at Crop Sciences for the University of Illinois in Champaign/Urbana (\$320,000). They are doing the wood framing and casework installation at the new Hampton Inn in Peoria near Grand Prairie Mall (\$960,000).

Past Projects are Sherman Library Addition (\$750,000), St. Joseph/Ogden Restroom and Concession Building (\$314,000), Morton Park District Restroom and Concession Building (\$194,000), Ball Township Maintenance Building (\$450,000), IDOT Restroom and Storage Building (\$273,800).

Staff will complete the project with an opening in Spring 2016 but provides the winter to offer some sneak-peaks.

With the raised admission price to \$6.95 by \$1 and the predicted 5% boost in attendance, the \$150,000 from the City for the Flamingo Exhibit would be paid for in about two years. In gate admissions alone, a \$76,000 increase is expected in the first year it is open.

Additionally, the Flamingo Exhibit is believed to be a significant sign for the future of the Miller Park Zoo. Fundraising should also benefit, as this is the first exhibit built in eleven years and the first project in the master plan. Staff believe that by showing progress, donors will want to become more involved.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: A request for bids was sent out via normal City of Bloomington Purchasing procedures. Zoo staff also provided a

list of construction firms from around the nation. Thirty different groups or individuals received the request.

This work was advertised in The Pantagraph on June 17, 2015 and a pre-bid meeting was held on July 1, 2015 at the Miller Park Zoo.

FINANCIAL IMPACT:

Construction for the Flamingo Exhibit was approved in fiscal year 2015 as a capital project for a total cost (design and construction) of \$250,000 of which the Miller Park Zoological Society has committed \$100,000. The construction was not awarded in FY2015 and had to be redesigned and re-bid as initial construction bids received were too high. The re-bidding of the construction resulted in final project costs of \$285,890 and the net impact to the city is \$135,890. The Ewing Zoo Foundation has committed \$50,000 to offset increased project costs and minimize the impact to the city originally estimated at \$150,000. A budget transfer is necessary to re-appropriate funds in FY2016 which remained unencumbered at year end 2015.

Below is a summary of the activity year to date:

Description	Cost	Status
Design of Flamingo Exhibit	\$37,920	
Flamingo Project Management	\$15,210	
Construction	\$232,760	
Total Project Cost	\$285,890	
Donations	(\$150,000)	Zoological Society & Ewing Zoo Foundation
Total Cost to the City	\$135,890	

The budget amendment will increase the Capital Improvement Fund line item entitled – Park Construction & Improvement account (40100100-72570) by \$232,760 as and will come from fund balance in the Capital Improvement Fund. It will also increase the Capital Improvement Fund – Other Contributions account (40100100-57390) by \$106,928, which is the remaining donations that will be received in FY 2016.

Respectfully submitted for Council consideration.

Prepared by: Jay Tetzloff, Director of Parks, Recreation
and Cultural Arts / Miller Park Zoo

Reviewed by: Steve Rasmussen, Assistant City Manager

Financial & budgetary review by: Carla Murillo, Budget Manager

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Contract with CAD Construction, Inc.
- Ordinance

Motion: That the contract with CAD Construction Inc., for construction of the Flamingo Exhibit at the Miller Park Zoo through Bid #2016-05 in the amount of \$232,760 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. 2015 –

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

WHEREAS, on April 13, 2015 by Ordinance Number 2015-18, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2016, which Ordinance was approved by Mayor Tari Renner on April 14, 2015; and

WHEREASE, a budget amendment is needed as detailed below;

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

Section One: Ordinance Number 2015-18 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2016) is further hereby amended by inserting the following line item and amount presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2015-18 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2015-18.

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

PASSED the 10th day of August, 2015.

APPROVED the ____ day of August, 2015.

APPROVED:

Tari Renner
Mayor

ATTEST:

APPROVED AS TO FORM

Cherry L. Lawson
City Clerk

Jeffery R. Jurgens
Corporation Counsel

Exhibit 1

Account #	Fund	Account Description	Amount
40110100-72570	Capital Improvement	Use of Fund Balance - increase expenditures	\$232,760.00
40110100-57390	Capital Improvement	Increase revenue budget –remaining donations to be received in FY16	(\$106,928.00)
Net Budget Increase:			\$125,832

CITY OF BLOOMINGTON
CONTRACT WITH
CAD Construction, Inc.
FOR

MILLER PARK ZOO FLAMINGO EXHIBIT CONSTRUCTION

THIS AGREEMENT, dated this _____ day of _____, 2015, is between the City of Bloomington (hereinafter "CITY") and CAD Construction, Inc. (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

Section 2. Incorporation of RFP/RFQ & Proposal Terms. This work was subject to the following procurement initiative by the CITY:
Bid #2016-05 - MPZ Flamingo Exhibit Construction (hereinafter "Request")

Accordingly, the provisions of the Request and the proposal submitted by CONTRACTOR (hereinafter collectively referred to as "Procurement Documents" and attached as Exhibit A), shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply.

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

Bid #2016-05 - MPZ Flamingo Exhibit Construction

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

☐

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

☒

Fees as set forth in the Procurement Documents.

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

CAD Construction, Inc.

By: _____
Its City Manager

By: _____
Its _____

ATTEST:

By: _____
City Clerk

By: _____
Its _____



REGULAR AGENDA ITEM 8B

FOR COUNCIL: August 10, 2015

SUBJECT: Consideration of Waiving the Formal Bidding Process of a limited source and Authorize the Procurement of a Professional Services Agreement in the amount of \$735,460.00 with F.B. Leopold, Inc. of Zelienople, Pennsylvania, a proprietary filter underdrain manufacturer, for the retrofit of four filters (filter #'s 13, 16, 17 & 18) at the Water Treatment Plant.

RECOMMENDATION/MOTION: That the Council waive the formal bidding process and authorize entering into a Professional Services Agreement in the amount of \$735,460.00 with F.B. Leopold, Inc. of Zelienople, Pennsylvania for services to retrofit filters #13, 16, 17, and 18 in the new section of the water plant, and authorize the Mayor and City Clerk to execute the necessary documents.

STRATEGIC PLAN SIGNIFICANCE: Objective 4 – City Services delivered in the most cost-effective, efficient manner

BACKGROUND: The City of Bloomington Water Department replaced two filters earlier this year that had encountered a failure in the underdrain conventional, rapid rate gravity filters. The four filters that we are requesting to replace were installed at the same time that the two filters that failed earlier this year. Staff is seeing the four filters showing signs of failure. Therefore, repairs need to move forward on filters #13, 16, 17, and 18 to restore the treatment capacity of the water plant. These filters will be retrofit with proprietary gravel-less underdrains, provisions for a new air scour backwash system, demolition of the existing underdrain system, installation of the new gravel-less underdrain system, replacement of filter media and incidental construction related to the filter retrofit.

The underdrain is the portion of the filter upon which the supporting gravel of various sizes and the filter sand is placed. The underdrain system supports this filter media and acts as the collection point of the filtered water once it passes through the filtering layers of sand and the support gravel (see attached diagrams). Once there is a failure in the underdrain, this provides for a short circuit in the filtering process and the water to be filtered will take the path of least resistance and move through the filter media in a quicker fashion than other parts of the filter and will be less efficiently filtered or in essence not filtered at all. This can lead to higher cloudiness in the treated water (turbidity) and other possible water quality problems.

An underdrain failure can generally only be determined by removing all the media from the filter and physically inspecting the underdrain. This activity removes the filter from service for several weeks, is costly and time consuming. Much like an underground coal mine collapsing and causing a sink hole on the ground surface, a failed underdrain collapses downward and the filter media on top of the underdrain collapses into the filter underdrain and causes the uniform layers of the filter media to become mixed and essentially a small sink hole forms on top of the filter. Each filter, with two halves or "cells", is capable of filtering a total 2 million gallons per day. If the City encounters peak pumpage and if one of the filters would fail, the Water Treatment Plant would be hampered in its ability to meet peak demands.

The improvement of the rapid rate filters at the Water Treatment Plant is in the Water Plant Master Plan (September 2007) and was planned to coincide with the construction of the filter expansion at the Water Treatment Plant. The expansion project will be deferred to the next fiscal year (FY17).

AECOM, Inc. was retained by the City to design the new underdrain system in the filters for the new portion of the Water Treatment Plant. This was completed with the earlier construction of the underdrains.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None

FINANCIAL IMPACT: The filter expansion project was included in the Water Department's Capital FY 016 budget which in total is budgeted in the amount of \$1,500,000. The expansion project will be deferred to the next fiscal year to allow for the improvement of the rapid rate filters. This will be paid from Water Purification – Water Plant Construction & Improvement – account (50100130-72590). Stakeholders can locate this in the FY 2016 Proposed Budget Book titles “Other Funds & Capital Improvement Program” on pages 103 & 277.

Respectfully submitted for Council consideration.

Prepared by: Brett Lueschen, Interim Water Director

Reviewed by: Steve Rasmussen, Assistant City Manager

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

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

ATTACHMENTS:

- Professional Service Agreement
- Limited Source Letter
- PowerPoint Presentation

Motion: That the Council waive the formal bidding process and authorize entering into a Professional Services Agreement in the amount of \$735,460.00 with F.B. Leopold, Inc. of Zelienople, Pennsylvania for services to retrofit filters #13, 16, 17, and 18 in the new section of the water plant, and 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 Hauman				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Buragas			
Alderman Mwilambwe							
				Mayor Renner			



Xylem Water Solutions USA, Inc.

Wayne Steen
Sr. Sales Engineer

227 South Division Street
Zelienople, PA 16063
Tel: 724-453-2111 Fax: 724-453-2122
Cell: 724-272-2905
Wayne.steen@xyleminc.com

August 4, 2015

Michael Winegard
AECOM
203 East Wacker Drive
Suite 1400
Chicago, IL 60601-5276

Dear: Mr. Winegard,

I am writing to inform you that the Xylem Leopold Type XA® Underdraion and the Xylem Leopold IMS®200 Media Retainer products offered for the Bloomington WTP refurbishment are exclusively manufactured and offered only by Xylem Leopold.

If you need any additional information, please feel free to contact me.



Wayne Steen
Sr. Sales Engineeer

L Enclosures or Attachments

July 2015

Project 60310163

City of Bloomington, IL
Water Treatment Plant
Filter Nos. 13, 16, 17, and 18 Improvements

DOCUMENT 00500

AGREEMENT

THIS AGREEMENT is by and between the **City of Bloomington, Illinois** (hereinafter called "**OWNER**") and **Xylem Water Solutions USA, Inc.** (hereinafter called "**CONTRACTOR**").

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Furnishing and installation of new underdrain and media for Filter Nos. 13, 16, 17, and 18 and all other necessary items and incidentals, for a complete installation.

ARTICLE 2 - PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Water Treatment Plant, Filter Nos. 13, 16, 17, and 18 Improvements

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by AECOM TECHNICAL SERVICES, INC. (AECOM); 303 E. Wacker Drive, Suite 1400; Chicago, Illinois 60601, who is hereinafter called "**ENGINEER**" and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01. Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02. Dates for Substantial Completion and Final Payment

A. The Work will be substantially completed by May 1, 2016, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions by June 1, 2016.

P:\60310163\400-Technical\Specifications\Filter Nos. 13, 16, 17, 18 Improvements\Front End\005000.doc 6/30/2015 8:53 AM

4.03. Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize that Owner shall incur substantial costs and expenses, in addition to those costs and expenses described in paragraph 4.04 of this Article, and that, in the event of any delays, it is difficult for the parties to readily, easily or accurately ascertain, determine or prove the actual loss suffered by the Owner for such additional costs and expenses if the work is not completed on time. Accordingly, instead of requiring proof of such additional costs and expenses, Owner and Contractor agree that, as liquidated damages for the delay, and not as a fine or penalty, the Contractor shall pay to the Owner five-hundred (\$500) dollars for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the work is substantially complete. After Substantial Completion, if the Contractor shall neglect, refuse or fail to complete the remaining work within the time specified in paragraph 4.02 for completion and readiness for final payment, or any proper extension thereof granted by the Owner, Contractor shall pay the owner five-hundred (\$500) dollars for each day that expires after the time specified in paragraph 4.02 for completion and readiness of final payment. In no event shall liquidated damages exceed ten percent (10%) of the contract price.

4.04. Excess Cost of Engineering

A. The CONTRACTOR shall pay to the OWNER any and all engineering and inspection costs and expenses of the type and nature described in the General Conditions and Supplemental Conditions, and such costs and expenses shall be satisfied in the time and manner provided therein. It is expressly understood by the parties that the Contractor is directly liable for such costs and expenses, and that the parties do not intend for such costs and expenses to be covered by the liquidated damages provided in paragraph 4.03 of this article.

ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs below:

A. Lump Sum Item

1. For all Work required for the Filter Nos. 13, 16, 17, and 18 Improvements including required underdrains, filter media, piping, fittings, site work restoration, demolition, and all other necessary items and incidentals, for a complete installation, lump sum of:

Seven Hundred and Thirty Five Thousand Four Hundred Sixty Dollars and Zero Cents
(use words)

\$ 735,460.00
(figures)

July 2015

Project 60310163

City of Bloomington, IL
Water Treatment Plant
Filter Nos. 13, 16, 17, and 18 Improvements

TOTAL CONTRACT AMOUNT

TOTAL OF ALL FOREGOING ITEMS (LUMP SUM ITEM NO. 1, INCLUSIVE)

Seven Hundred and Thirty Five Thousand Four Hundred Sixty Dollars
(use words)
and Zero Cents \$ 735,460.00
(use words) (figures)

As provided in paragraph 11.03 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

B. For all Work, at the price stated in CONTRACTOR's Bid, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing Payment

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments: Retainage

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment once each month during performance of the Work as provided in paragraphs 6.02.A.1. and 6.02.A.2. below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

- a. 90% of Work completed (with the balance being retainage). If Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work has been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made.

6.03 Final Payment

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AGREEMENT

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law in the City of Bloomington, Illinois.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance of the Work.

D. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

F. CONTRACTOR is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive);
 - 2. Performance Bonds (pages 1 to 2, inclusive);
 - 3. Payment Bonds (pages 1 to 2, inclusive);
 - 4. Certificate of Insurance (pages 1 to 2, inclusive)
 - 5. Designation of Subcontractor Form (page 1, inclusive)
 - 6. Contract Compliance Report Letter (page 1, inclusive)
 - 7. Contract Compliance Report Form (pages 1 to 5, inclusive)
 - 8. General Conditions (pages 1 to 42, inclusive);
 - 9. Supplementary Conditions (pages 1 to 14, inclusive);
 - 10. Specifications as listed in the table of contents of the Project Manual;
 - 11. Addenda, inclusive;
 - 12. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed (pages 1 to 1 inclusive);
 - b. Documents submitted by CONTRACTOR prior to Notice of Award;
 - 13. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;
 - c. Change Order(s);
- B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01. *Terms*

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions.
- B. The terms and conditions of the City of Bloomington (including but not limited to the Supplementary and General Conditions) shall supersede the terms and the conditions of the Contractor (see Appendix A).

10.02. *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03. *Successors and Assigns*

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

10.04. *Severability*

- A. Any provisions or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05. *Other*

- A. Buyer and Seller waive against each other, and against the other's officers, directors, members, partners, and employees any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages arising out of, resulting from, or related to the Contract. The parties further agree that the total liability of each party to the other for claims, costs, losses, and damages arising from this Contract shall be limited to the amount established in the Agreement as the Contract Price. The terms of this overall Limitation of Liability (but not the waiver) do not apply to or limit any claim by either party against the other based on the following: (a) costs, losses, or damages asserted by third parties for bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property; or (b) gross negligence or willful misconduct.

July 2015

Project 60310163

City of Bloomington, IL
Water Treatment Plant
Filter Nos. 13, 16, 17, and 18 Improvements

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

City of Bloomington, Illinois

By: _____

[CORPORATE SEAL]

Attest _____

Address for giving notices:

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner - Contractor Agreement.)

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

CONTRACTOR:

Xylem Water Solutions USA, Inc.

By: _____

[CORPORATE SEAL]

Attest Melissa Whiteside
Melissa Whiteside, Executive Administrator
Address for giving notices:

Xylem Water Solutions USA, Inc.
14125 South Bridge Circle
Charlotte, NC 28213

License No. N/A
(Where applicable)

Agent for service of process: _____

(If CONTRACTOR is a corporation, attach evidence of authority to sign).

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

END OF DOCUMENT

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010601

AGREEMENT

July 2015

Project 60310163

City of Bloomington, IL
Water Treatment Plant
Filter Nos. 13, 16, 17, and 18 Improvements

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

Xylem Water Solutions USA, Inc.
(Name of Contractor)

14125 South Bridge Circle, Charlotte, NC 28273
(Address of Contractor)

a Corporation
(Corporation, Partnership or Individual)

hereinafter called Principal, and

ARCH INSURANCE COMPANY

(Name of Surety)

300 Plaza Three, Jersey City, NJ 07311-1107

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

The City of Bloomington, Illinois

hereinafter called OWNER, in the penal sum of Seven Hundred Thirty Five Thousand Four Hundred Sixty

And 00/100 Dollars, (\$ 735,460.00).

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with OWNER, dated the July day of July, 2015, a copy of which is hereto attached and made a part hereof for the construction of:

Filter Nos. 13, 16, 17, and 18 Improvements

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by OWNER, and during the one year guarantee period, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay OWNER all outlay and expense which OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the WORK or to the SPECIFICATIONS.

City of Bloomington, IL
Water Treatment Plant
Filter Nos. 13, 16, 17, and 18 Improvements

Project 60310163

July 2015

PROVIDED FURTHER that no final settlement between OWNER and CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this 7th day of July, 2015.

Witnesses:

Melissa Whiteside
Melissa Whiteside
Andy Fraher
(SEAL)

XYLEM WATER SOLUTIONS USA, INC.

Principal

By:

Wesley Lobo

Vice President

Title

14125 South Bridge Circle, Charlotte, NC 28273

Address

Surety Witnesses:

Cynthia Farrell
Cynthia Farrell
(SEAL)

ARCH INSURANCE COMPANY

Surety

300 Plaza Three, Jersey City, NJ 07311

Surety - Contract Mailing Address

By:

Evangelina L. Dominick
Evangelina L. Dominick Attorney in Fact or Agent

NOTE: Date of bond must not be prior to date of contract. If Contractor is Partnership, all partners shall execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list and be authorized to transact business in the State of Illinois.

PERFORMANCE BOND

2

July 2015

Project 60310163

City of Bloomington, IL
Water Treatment Plant
Filter Nos. 13, 16, 17, and 18 Improvements

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that

XYLEM WATER SOLUTIONS USA, INC.

hereinafter called Principal, and

ARCH INSURANCE COMPANY

300 Plaza Three, Jersey City, NJ 07311-1107

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the City of Bloomington, Illinois

hereinafter called OWNER, in the penal sum of Seven Hundred Thirty Five Thousand Four Hundred Sixty And 00/100 Dollars, (\$735,460.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with OWNER, dated the day of July, 2015, for the construction of:

Filter Nos. 13, 16, 17, and 18 Improvements

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between OWNER and CONTRACTOR shall abridge the right of any beneficiary hereunder, who claim may be unsatisfied.

City of Bloomington, IL
Water Treatment Plant
Filter Nos. 13, 16, 17, and 18 Improvements

Project 60310163

July 2015

IN WITNESS WHEREOF, this instrument is executed in four counterparts, each one of which shall be deemed an original, this 7th day of July, 2015.

(SEAL)

XYLEM WATER SOLUTIONS USA, INC.
PRINCIPAL

By Wesley Lewis, Vice President

ATTEST: Melissa Whiteside
Melissa Whiteside, Executive Administrator

(SEAL)

ARCH INSURANCE COMPANY
SURETY

By Evangelina L. Dominick
Evangelina L. Dominick, Attorney-in-Fact

ATTEST: Vivian Carl
Vivian Carl, Attorney-in-Fact

Approved as to form:

Attorney for OWNER

IMPORTANT: Surety companies executing bonds must hold certificates of authority as acceptable sureties and be authorized to transact business in the State of Illinois.

PAYMENT BOND

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company, except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Annette Leuschner, Debra A. Deming, Angelina L. Dominick, Jessica Iannotta, Kelly O'Malley and Vivian Carl of New York, NY (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as fully and as often as need and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the total sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and apply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are fully certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the future, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 19th day of June, 2015.

Attested and Certified

Arch Insurance Company


Patrick K. Nalls, Secretary

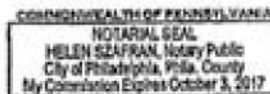


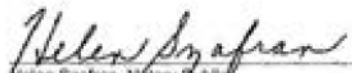

David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Helen Szafran, a Notary Public, do hereby certify that Patrick K. Nalls and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

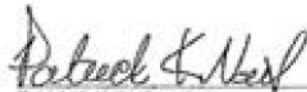



Helen Szafran, Notary Public
My commission expires 10/03/2017

CERTIFICATION

I, Patrick K. Nalls, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated June 19, 2015 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 19th day of June, 2015.


Patrick K. Nalls, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



ARCH INSURANCE COMPANY
STATEMENT OF FINANCIAL CONDITION
DECEMBER 31, 2014

Assets

Cash in Banks	\$ 127,486,649
Bonds owned	2,003,424,640
Stocks	441,536,973
Premiums in course of collection	318,366,265
Accrued interest and other assets	<u>310,044,748</u>
 Total Assets	 <u>\$ 3,200,859,275</u>

Liabilities

Reserve for losses and adjustment expenses	\$ 1,356,487,805
Reserve for unearned premiums	347,898,150
Ceded reinsurance premiums payable	168,613,930
Amounts withheld or retained by company for account of others	199,971,426
Reserve for taxes, expenses and other liabilities	<u>349,520,028</u>
 Total Liabilities	 2,422,491,339
 Surplus as regards policyholders	 <u>778,367,936</u>
 Total Surplus and Liabilities	 <u>\$ 3,200,859,275</u>

By: _____

Senior Vice President, Chief
Financial Officer and Treasurer

Attest: _____

Senior Vice President,
General Counsel and Secretary

State of New Jersey)

) SS

County of Hudson)

Thomas James Ahern, Senior Vice President, Chief Financial Officer and Treasurer and
Patrick Kenneth Nails, Senior Vice President, General Counsel and Secretary being duly sworn,
of ARCH INSURANCE COMPANY, Missouri; and that the foregoing is a true and correct
statement of financial condition of said company, as of December 31, 2014.

Subscribed and sworn to before me, this 10th day of March, 2015

Notary Public

Mary E. Keating

MARY E. KEATING
NOTARY PUBLIC OF NEW JERSEY
ID # 2449626
My Commission Expires 8/29/2016



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/01/2015

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

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

PRODUCER Marsh USA, Inc. 1100 Avenue of the Americas New York, NY 10036 Attn: NewYork.certs@marsh.com Fax: 212-448-0000	CONTACT NAME: PHONE: FAX: E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Allianz Global Risk US Insurance Company NAIC # 30300 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Xylene Water Solutions USA, Inc. Leopold Products 227 South Division Street Zeleneville, PA 16053	

COVERAGES CERTIFICATE NUMBER: NYC-0015340-01 REVISION NUMBER: 1

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

POLICY NO.	TYPE OF INSURANCE	ADD. TERM AND COND.	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO. ACC. ☐ LOC OTHER:					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (See schedule) MED. EXP. (Any one person) PERSONAL & ADV. INJURY GENERAL AGGREGATE PRODUCTS - COMPROP AGG. OTHER:
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ☐ HIRED AUTOS					COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) OTHER:
A	☒ UMBRELLA LIAB. ☒ OCCUR ☐ EXCESS LIAB. ☐ CLAIMS-MADE DED. RETENTION:		ULA 2005264	10/1/2014	10/1/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 OTHER:
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PERSONS COMPARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				PER STATUTE OR OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Bloomington, IL, its employees and officials and RECON Leopold SO #115366 - Filters 13, 16, 17 and 18 Improvements are included as Additional Insured as required by written contract but only as respects Excess Liability of the Named Insured. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract.

CERTIFICATE HOLDER City of Bloomington 603 West Division Street Bloomington, IL 61701	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Ryan O'Connor
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/08/2015

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

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

PRODUCER Aon Risk Services Northeast, Inc. New York NY office 199 Water Street New York NY 10038-3553 USA	CONTACT NAME PHONE (A/C, H/L, E/F) (800) 283-7322 FAX (A/C, H/L) (800) 963-6001 E-MAIL ADDRESS
INSURED Xylem Water solutions USA, Inc. Leopold Products 227 South Division Street Bloomington IL 61701 USA	INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company 22667 INSURER B: ACE Fire Underwriters Insurance Co. 10702 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 570058631871 REVISION NUMBER:

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

LINE	TYPE OF INSURANCE	ACORD FORM NO.	POLICY NUMBER	POLICY EFF. DATE	POLICY EXPI. DATE	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		25L027335495 SIR applies per policy terms & conditions	10/11/2014	10/11/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$1,000,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOD AGG \$2,000,000 SIR \$1,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS UMBRELLA LIMIT ☐ OCCUR EXCESS LIMIT ☐ CLAIMS-MADE DED ☐ RETENTION		15A H08829259	10/11/2014	10/11/2015	COMBINED SINGLE LIMIT (EA ACCIDENT) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/OWNER EXCLUDED (Mandatory in IL) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WLC43015821 WC All other States SCPC43015833 WC WI only	10/11/2014	10/11/2015	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Insured Schedule, may be attached if more space is required)
RE: Leopold SO No. 115366, Project No. 60310563, Filters 13, 16, 17 and 18 Improvements. City of Bloomington, IL, its employees and officials and ACORD are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions.

CERTIFICATE HOLDER City of Bloomington 603 West Division Street Bloomington IL 61701 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast Inc</i>
---	---

ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT

Named Insured Xylem Inc.			Endorsement Number 25
Policy Symbol XSL	Policy Number G27338495	Policy Period 10/31/2014 to 10/31/2015	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

The following is added to Section II.2 – Who Is An Insured:

- e. Any person or organization that you are required to include as an additional insured under this policy because of a written contract that:

- 1) Is in effect during this policy period; and
- 2) Was executed prior to the "occurrence" of the "bodily injury" or "property damage"; and
- 3) Qualifies as an "insured contract" as defined in this policy.

Any such person or organization is an additional insured only for "bodily injury" and "property damage" resulting from:

- a. "your work" that you do for that additional insured pursuant to such contract; or
- b. "your product" distributed or sold to that additional insured pursuant to such contract; and

such person is only an additional insured for "occurrences" taking place during the period of time required by such contract or until the end of the policy period, whichever is sooner.

However:

- i) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- ii) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract:

- x. The insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract; and
- y. This endorsement shall not increase the Limits of Insurance stated in the Declarations under Item 3. Limits of Insurance pertaining to the coverage provided herein.

Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless the written contract specifically requires that this insurance apply on a primary or non-contributory basis.

In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions.

Authorized Representative

**ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured Xylem Inc.			Endorsement Number 4
Policy Symbol ISA	Policy Number H08829299	Policy Period 10/31/2014 to 10/31/2015	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
 AUTO DEALERS COVERAGE FORM
 MOTOR CARRIER COVERAGE FORM
 EXCESS BUSINESS AUTO COVERAGE FORM
 EXCESS TRUCKERS COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
 2. Any of your "employees" or agents.
 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Authorized Representative

Regular Agenda Item 8B

Retrofit of the four remaining filter
underdrains at the Main
Process Building at the Bloomington
Water Treatment Plant

The underdrain systems for some of the filters at the Water Treatment Plant began to show signs of failure. Council approved the replacement of the underdrains for two failed filters with Leopold gravel less underdrains in February, 2015. The retrofit of the two filters was completed in May, 2015. Item 7H requests approval for retrofitting the four remaining filters at the Main Process Building.



The Leopold gravel less underdrain system (left) replaces the original 1987 clay underdrain system (right). The clay system requires an 18" thick layer of support media. The new system uses a special cap, instead of support media. The extra depth afforded by the new system will allow deeper layers of filter media, resulting in improved performance.

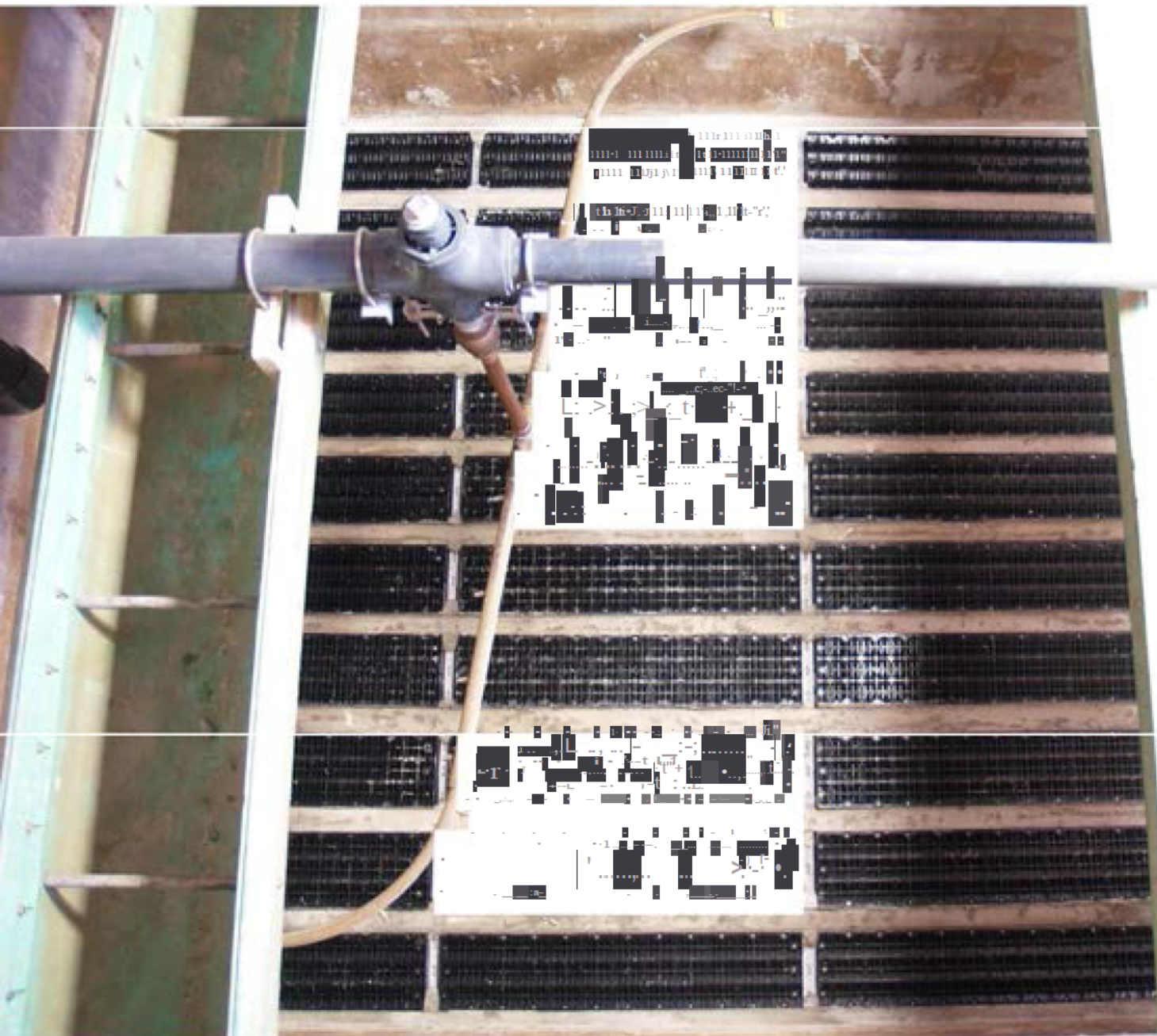


11/07/2013

Close up of the gravelless cap that was used in the filter underdrain replacements. Very small openings in the cap allow filtered water to flow downward, while keeping the filter media in place. The new system allows the use of air assisted backwash, which cleans the filter better and with less water and energy use than water only backwash.



This photo shows the replacement filter underdrain system prior to media replacement.





05/28/2015 10:02 AM

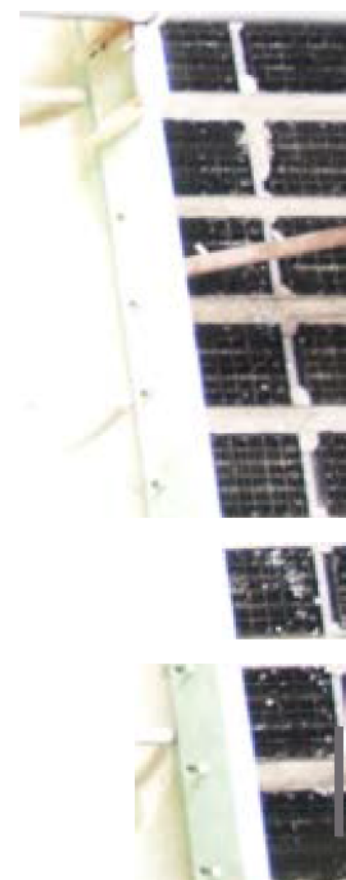
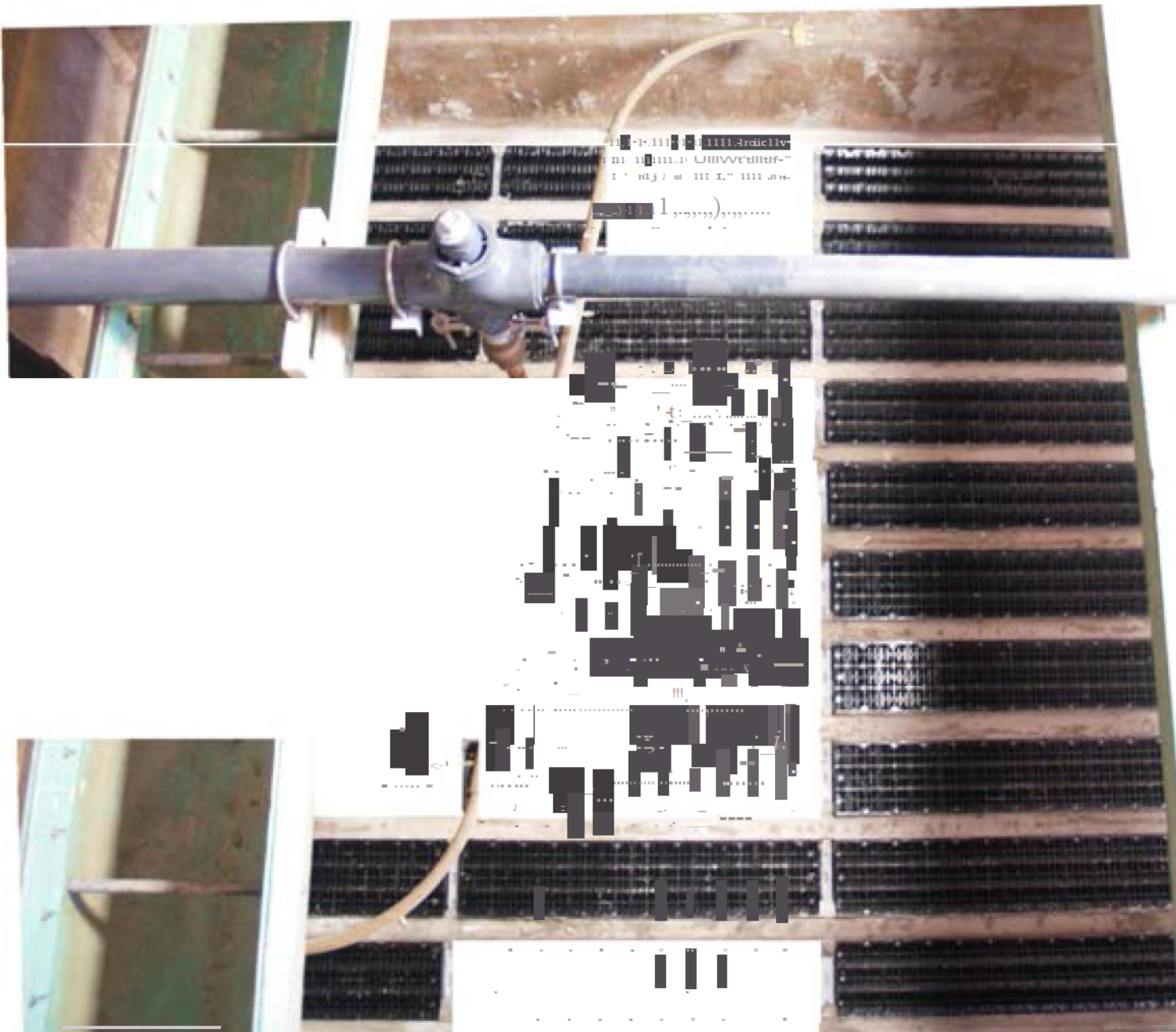
Sand media is added to the filter.



Granular activated carbon is then added to complete the filter system.



Thanks



 CITY OF
Bloomington **ILLINOIS**
REGULAR AGENDA ITEM NO. 8C

FOR COUNCIL: August 10, 2015

SUBJECT: Consideration of approving economic development incentives (mitigation of street tap-on fees) to facilitate development of Columbian Homes Association (CHA) subdivision property at the southeast intersection of Fox Creek Road and Cabintown Road.

RECOMMENDATION/MOTION: That the City Council, as an economic development incentive, mitigate street tap-on fees, thereby reducing total tap-on fees to \$80,797.19 for streets, water and sewer, plus interest for water and sewer tap-on fees already incurred, with the incentive-waiver contingent upon completion of sale of the property to Villas of Holly Brook and the construction of an assisted living facility, with a total project cost of at least \$4 million, within three years. In the event a \$4 million or greater project is not completed at the property within three years, the full amount of waived street tap-on fees (\$51,096.55) will be due and collectable from the Villas of Holly Brook.

STRATEGIC PLAN LINK: 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE: 3b. Attraction of new targeted businesses that are the “right” fit for Bloomington.

BACKGROUND: Columbian Homes Association (CHA) subdivision is an undeveloped 2.7-acre subdivision owned by Knights of Columbus Council 574, a fraternal organization active in the community since 1901. The organization wishes to sell the property at no profit to itself, and the new owner would build an assisted living facility.

Substantial reduction of tap-on fees would help facilitate the sale of and land development on the site, resulting in an increase in City property tax revenue that will eventually offset any revenue lost from a reduction of tap-on fees. Additionally, the Knights of Columbus is not in a financial position to pay the existing fees, so in reality the City is receiving no tap-on fees and minimal property tax revenue currently. Fees are past due and gathering interest.



The Knights of Columbus had purchased property at the southeast intersection of Fox Creek Road and Cabintown Road with plans to build a new hall there. However, membership shifted direction and decided instead to locate along the centrally located Dunn Drive. The Knights of Columbus representatives note that the group has never requested infrastructure upgrades and never intended to develop the Fox Creek site once its plans for a new hall changed.

The Knights of Columbus has tried to sell the property, but had difficulty in large part because uncommonly high tap-on fees owed to the City made the sale economically unviable. The property is unusual in that streets on three sides of the subdivision have been converted from rural roads to urban streets – Fox Creek Road and west-east and south-north portions of Cabintown Road. The resulting street tap-on fees are \$137,576. Total tap-on fees owed, plus interest, is \$175,461.89, according to calculations made by Public Works in April. Staff has been told that the current proposed sale price of the land is \$195,500 which staff has been told is less than the amount the Knights of Columbus originally paid for the property.

On April 27, 2015, the Knights requested a tap-on fee reduction to \$40,398.60.

Staff recommended, instead, that the Council waive only the portion of the street tap-on fees related to streets not accessed by a developed site. It would reduce the street tap-on fee to \$42,911.30 and the total fees to \$80,797.19 if the development only accessed Fox Creek Road. See the street tap-on fee map at right.

A motion paralleling the Knights of Columbus request was defeated by a 6-2 vote. A second motion passed 8-0 and reads as follows:

“Motion by Alderman Sage, seconded by Alderman Hauman To Discount the Tap-On and Connection fees for the Columbian Homes Association (CHA) subdivision by \$94,664.70 and setting the amount due to \$80,797.19 contingent upon: 1.) execution of an Agreement between the Knights of Columbus and the City Manager providing for the Sale and Development of the property for a Business Use within two (2) years of Execution of the Agreement that will generate at least \$26,000 per year in Tax Revenue to the City and Authorizing the City Manager to Execute such an Agreement in a form Approved by same, and 2.) upon the Property being Re-Zoned to a Single Lot with Connection only to Fox Creek Rd.”

Reason for new staff recommendation: At the time of the April meeting, the CHA land sale was tentative. Staff was aware that Villas of Holly Brook, an established regional owner and operator of assisted living facilities, was in negotiation for at least two other prospective sites. The April staff recommendation focused on fee relief to the Knights of Columbus based on the uncommon amount of subdivision land fronting upgraded road. Since then, plans have solidified at the CHA site. Villas is ready to close on the sale and proceed with the project, but Villas wishes to access Cabintown Road north-south as well as Fox Creek Road. Charging an additional \$51,096.55 for access via Cabintown Road (north-south) would be a deal-breaker, according to representatives

Street tap-on fees



of the Knights and the Villas. Staff now recommends that total tap-on fees remain at \$80,797.19 but that the development be allowed to access Fox Creek Road and Cabintown Road north-south.

At this time, Villas of Holly Brook does not plan to access Cabintown Road east-west, therefore the street tap on fee for Cabintown Road east-west is not being assessed. Should Villas of Holly Brook or any future owner of the subject property request access to Cabintown Road east-west in the future, the tap on fee for Cabintown Road east-west would be applicable at that time.

Not a precedent for fee reduction: The incentive in this case should not be perceived as a precedent for fee waivers. While exceptions exist, staff believes that the fees and fee implementation are fair.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: n/a

FINANCIAL IMPACT:

Because the development is still in its early phases, it is not possible to forecast with certainty the projected increase in property taxes payable to the City that will result from the development of a \$4 million to \$4.5 million assisted living facility on the subject property. The developer has experience with constructing numerous identical single level facilities on larger parcels in other communities, while the Bloomington property will require the new design of a two-level facility because of the subject property's modest size.

What can be known for certain is that the reduction of the tap-on fees to the proposed amount will spur the sale of this undeveloped parcel to a developer with a proven track record for building and operating assisted living facilities throughout Central Illinois. By requiring that an assisted living facility is constructed at this site within three years of the date of purchase, and at a minimum documented investment of \$4 million, the City will be on course to recoup its investment in City funded improvements to Cabintown Road and Fox Creek Road more quickly than if the subject property continued to remain undeveloped. To further ensure that in the future the City recoups the fees waived today, an additional requirement is recommended that in the event a \$4 million or greater project is not completed at the property within three years, the full amount of waived street tap-on fees (\$51,096.55) will be due and collectable from the Villas of Holly Brook.

Additional benefits to the City would result from increased sales tax collection generated by the initial construction activity including building materials purchased from local lumberyards and fuel and snacks purchased by the contractors from the Casey's Gas station across the street from the subject property. The City would also benefit from increased sales tax collection from the future purchases of the projected 55 employees of the new assisted living facility as they spend their earnings in the City at local retailers.

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Public Works Administration
Austin Grammer, Economic Development Coordinator

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

Reviewed by: Steve Rasmussen, Assistant City Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

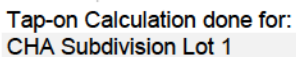
Attachments:

- Spreadsheets showing calculations of fees, Public Works Department, April 7, 2015

Motion: That the City Council, as an economic development incentive, mitigate street tap-on fees, thereby reducing tap-on fees to \$80,797.19 for streets, water and sewer, plus interest for water and sewer tap-on fees already incurred, with the incentive-waiver contingent upon completion of sale of the property to Villas of Holly Brook and the construction of an assisted living facility with a total project cost of at least \$4 million dollars within three years. In the event a \$4 million or greater project is not completed at the property within three years, the full amount of waived street tap-on fees (\$51,096.55) will be due and collectable from the Villas of Holly Brook.

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			



Calculated by:

Property address:

2018 Fox Creek Road / 2109 Cabintown Road

PIN:

21-17-302-021

[illegible]

*CPI - Consumer Price Index as calculated by http://www.bls.gov/data/inflation_calculator.htm

This calculation is an estimate as of the date above, and is valid through
The tap on fee calculation shall be recalculated at the time it is due.

4/30/2015



Tap-on Calculation done for:
CHA Subdivision Lot 2

Date: 4/7/2015

Calculated by: TJM 4/7/2015
Property address: 2016 Fox Creek Road
PIN: 21-17-302-022

Property characteristics	
Area (acres)	0.49
Fox Creek Rd Frontage (feet)	139.95
Cabintown Rd e-w Frontage (ft)	0
Cabintown Rd n-s Frontage (ft)	0

												Totals		
Fee	File	Principal/unit	Unit	Annual Simple Interest	Interest From Date	Term in Months	Interest/unit	Num Units	Unit	Principal	Interest	Principal + Interest	*CPI	Lowest
Southwest Sanitary Sewer	S-24	\$350.00	/AC	6%	Feb-80	422	\$738.50	0.49	Acres	\$171.50	\$361.87	\$533.37	\$488.53	\$488.53
Ham.-Cabintown-Fox Creek San Sew	S-5D	\$3,550.00	/AC	6%	Feb-04	134	\$2,378.50	0.49	LF	\$1,739.50	\$1,165.47	\$2,904.97	\$2,161.46	\$2,161.46
WM along Fox Creek Rd	W-16B	\$28.00	/LF					139.95		\$3,918.60	\$0.00	\$3,918.60		\$3,918.60
WM along e-w Cabintown Rd	W-7	\$28.00	/LF					0		\$0.00	\$0.00	\$0.00		\$0.00
WM along n-S Cabintown Rd	W-7	\$5.00	/LF	6%	Dec-69	544	\$13.60	0		\$0.00	\$0.00	\$0.00		\$0.00
Fox Crk Rd-Cabintown Rd. Pvmnt.		\$145.00	/LF					139.95		\$20,292.75	\$0.00	\$20,292.75		\$20,292.75
Fee inlieu of Stormwater	(Developer to provide onsite det)	\$0.00								\$0.00	\$0.00	\$0.00		\$0.00
												Total	\$26,861.34	

*CPI - Consumer Price Index as calculated by http://www.bls.gov/data/inflation_calculator.htm

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Tap-on Calculation done for:
CHA Subdivision Lot 3

Date: 4/7/2015

Calculated by: TJM 4/7/2015
Property address: 2105 Cabintown Road / 2019 Cabintown Road
PIN: 21-17-302-023

Property characteristics	
Area (acres)	1.65
Fox Creek Rd Frontage (feet)	0
Cabintown Rd e-w Frontage (ft)	300.47
Cabintown Rd n-s Frontage (ft)	211.4

												Totals		
Fee	File	Principal/unit	Unit	Annual Simple Interest	Interest From Date	Term in Months	Interest/unit	Num Units	Unit	Principal	Interest	Principal + Interest	*CPI	Lowest
Southwest Sanitary Sewer	S-24	\$350.00	/AC	6%	Feb-80	422	\$738.50	1.65	Acres	\$577.50	\$1,218.53	\$1,796.03	\$1,645.05	\$1,645.05
Ham.-Cabintown-Fox Creek San Sew	S-5D	\$3,550.00	/AC	6%	Feb-04	134	\$2,378.50	1.65	LF	\$5,857.50	\$3,924.53	\$9,782.03	\$7,278.37	\$7,278.37
WM along Fox Creek Rd	W-16B	\$28.00	/LF	0%				0		\$0.00	\$0.00	\$0.00		\$0.00
WM along e-w Cabintown Rd	W-7	\$28.00	/LF					300.47		\$8,413.16	\$0.00	\$8,413.16		\$8,413.16
WM along n-S Cabintown Rd	W-7	\$5.00	/LF	6%	Dec-69	544	\$13.60	211.4		\$1,057.00	\$2,875.04	\$3,932.04	\$6,760.25	\$3,932.04
Fox Crk Rd-Cabintown Rd. Pvmnt.		\$145.00	/LF					511.87		\$74,221.15	\$0.00	\$74,221.15		\$74,221.15
Fee inlieu of Stormwater	(Developer to provide onsite det)	\$0.00								\$0.00	\$0.00	\$0.00		\$0.00
												Total	\$95,489.77	

*CPI - Consumer Price Index as calculated by http://www.bls.gov/data/inflation_calculator.htm

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CITY OF
Bloomington ILLINOIS
REGULAR AGENDA ITEM NO. 8D

FOR COUNCIL: August 10, 2015

SUBJECT: Consideration of a Resolution approving a Property Tax Abatement Incentive for the redevelopment of 312 & 314 North Main Street (the former Mid-City Hotel).

RECOMMENDATION/MOTION: That the resolution for a proposed property tax abatement agreement for the redevelopment of 312 and 314 North Main Street by Mid-City Properties, LLC be approved and authorize the Mayor and City Clerk to executed 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; 3c. Revitalization of older commercial homes. Objective 4b. Upgraded quality of older housing stock; 4c. Preservation of property/home valuations. Objective 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: Mid-City Properties, LLC is the owning entity for the historic Mid-City Hotel building located at 312 and 314 North Main Street. The project includes the renovation of the second and third floors of the building to construct six new residential apartment units subject to the approval of the property tax abatement agreement presented before the City Council.

This redevelopment project will create a minimum investment of \$847,000 into taxable property and would serve to further revitalize a historic building in Downtown Bloomington, an area highlighted as an Economic Development Target Area by the City Council in October of 2012.

To make the project financially feasible and thus begin the construction phase of the planned renovation project, Mid-City Properties, LLC is requesting an abatement of new incremental real estate taxes owed on the subject property post renovation. The property tax abatement, if approved by the taxing bodies, would allow Mid-City Properties, LLC to pay a portion of the new increment of property tax during the first five (5) years of operation of the new residential apartment units. Throughout the abatement period, the property taxes will gradually increase at a rate that would permit Mid-City Properties, LLC to generate a market-rate of return. At the end of the proposed abatement period, all taxing bodies would begin to collect the full amount of post-investment property taxes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In addition to appropriate Department Heads and representatives from Public Works, PACE, Finance, Fire, Water and Police all having received the information and been invited to a comprehensive discussion on the application, the National Development Council, Downtown Bloomington Association, and Assessor for the Town of the City of Bloomington have been partners throughout the incentive application process. In addition to conducting informal meetings and communications with the aforementioned entities, the property tax abatement agreement will also be considered by the following committee and boards: McLean County Finance Committee, District 87 School Board, Bloomington Normal Airport Authority Board, McLean County Board, Heartland Community College Board, Bloomington, Public Library, City of Bloomington Township Board, and the Bloomington Normal Water Reclamation District Board.

FINANCIAL IMPACT – PROPERTY TAX ABATEMENT: According to the National Development Council, which conducted a full financial analysis of the developer and the project in question (including a three year review of personal and business financial statements), this incentive is necessary to make the project financially viable. As proposed, this arrangement serves to strengthen the project's financial position by filling the identified financial gap.

As structured, the proposed five year property tax abatement agreement protects the taxing bodies by guaranteeing that they will collect the existing pre-project level of property taxes (estimated to be \$19,382.03) *plus* an additional increment equal to \$20,608.29 over the five year term of the proposed abatement agreement (\$39,990.32 total). The City is relying on the analysis by the National Development Council for the fiscal impact.

Staff believes the proposed property tax abatement is worthy of consideration by the Council. But for the proposed property tax abatement, this renovation project would not take place.

Respectfully submitted for Council consideration.

Prepared by: Austin Grammer, Economic Development Coordinator

Reviewed by: Steve Rasmussen, Assistant City Manager

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

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Resolution

- Proposed Property Tax Abatement Agreement
- Incentive Packet

Motion: That the resolution for a proposed property tax abatement agreement for the redevelopment of 312 and 314 North Main Street by Mid-City Properties, 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			



Office of Economic Development

Economic Development Incentive Application

Mid-City Properties, LLC

312 & 314 North Main Street

August 10, 2015

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- B. Incentive Application
- C. Incentive Application Scoring Form
- D. Project Map
- E. Property Tax Assessment
- F. Project Renderings
- G. Property Tax Abatement Calculations
- H. Property Tax Abatement Resolution and Agreement

MEMORANDUM

TO: AUSTIN GRAMMER
FROM: ELIZABETH AU
SUBJECT: 312 314 N MAIN STREET
DATE: JULY 17, 2015
CC:

DEVELOPMENT ANALYSIS- 312 314 N MAIN STREET

The City of Bloomington Economic Development Office requested the National Development Council (NDC) conduct a review of a proposed development located at 312 314 N Main Street and review the need for an economic incentive. This memo outlines the assumptions given from the City and the developer and makes observations and recommendations regarding the appropriateness of the subsidy. All information and recommendations are subject to the information and due diligence provided by the City and the developer.

Review of Due Diligence:

- 1) Development Budget: The total development budget, per the developer, is \$847, 274 with hard costs running at \$765,203 with soft costs totaling \$82,071. The budget submitted by the developer contains most of the items needed to complete the project, however a few observations should be noted. First, the budget currently does not include a contingency amount. Typically for a rehabilitation project, a contingency amount of 10% of the hard costs should be set aside to ensure projects can be completed in the face of unforeseen development events. There also does not appear to be an amount listed for a developer fee. Generally a market developer fee is approximately 10%-15% of the total development budget. A developer fee is a responsible expense that can provide a cushion in case things go wrong in the development process. However, given that the proposed incentive will only occur if the project is completed, all of the risk will be borne by the developer.
- 2) Financing: The developer submitted an email from First Farmers Bank for a loan a total of \$750,000 at 4.25% fixed for 5 years and amortized over 20 years. The email did not contain the banks underwriting criteria, however it does appear that the proposed structure allows for the DCR of 1.18 with the tax abatement already calculated into the NOI. Prior to signing the development agreement, the City should request the formal term sheet from the bank outlining the underwriting criteria and the loan terms.
- 3) Pro forma: The development will contain four, two bedroom units at \$1,100.00 per month and two, two deluxe bedroom units at \$1,200.00 per month. The development will contain two commercial spaces renting for \$1,500.00 and \$2,000 per month bringing in an additional \$42,000 in income annually. Vacancy and credit loss is estimated at 5%. Expenses were estimated at \$56,880 which includes \$13,740 in taxes (without tax abatement), \$5,400 for insurance, \$7,200.00 management expenses, \$1,200.00 for advertising, \$2,400.00 for legal expenses, \$4,800.00 for maintenance, \$3,600.00 for utilities, \$14,400.00 for replacement

reserves and \$3,600.00 for miscellaneous expenses. The development has a Net Operating Income of \$66,660 with a tax abatement and \$56,880 without a tax abatement. With a loan of \$750,000 and an equity contribution from the developer of \$97,274, cash flow to the developer without a tax abatement is \$465 at a 0.48% return.

Analysis:

In analyzing the financial viability of the development, there does appear to be a financing gap. With a total development budget of \$847,274, a bank loan of \$750,000, the development does not yield enough cash flow to justify the \$97,274 in equity required to complete the project.

Recommendations:

The tax abatement proposed would be structured to improve the cash flow from the development that would justify the developer to contribute the equity required to complete the project. Starting at \$3,960 annually and increasing by 3% every year after for five years, would allow the developer to realize a cash-on-cash rate of return of 10.53% which is approximately a market return.

Additionally, the City could provide incentives that would lower the development cost thus reducing the equity required by the developer for the project. The City could explore waiving or reducing permitting fees or providing façade grant funds for the project. By lowering the development costs and the equity required, that would additionally improve the cash flow yielding a market return for the developer.

• Taxpayer Information

Name of Taxpayer Seeking Abatement: MID-CITY PROPERTIES, LLC

Mailing Address: 312 NORTH MAIN STREET BLOOMINGTON, IL 61701

Name of authorized to represent taxpayer making application: GAYE WIKE-BECK

Address of Authorized representative: 401 SOUTH MCLEAN STREET BLOOMINGTON, IL 61701

Telephone & Fax number of authorized representative: 309-838-6213 FAX 309-827-4726

Provide or attach brief description of the Taxpayer's organization and operations, including history, previous development projects, experience and growth.

MID-CITY PROPERTIES, LLC IS A LIMITED LIABILITY CORPORATION ESTABLISHED IN NOVEMBER OF 2012. MID-CITY IS THE OVERSEER OF 312-314 NORTH MAIN STREET BLOOMINGTON, IL BEING HELD PRIVATELY BY GAYE WIKE-BECK SINCE 1989. IT/SHE HAS OVERSEEN THE DEVELOPMENT OF AND UPGRADES TO THE EXTERIOR OF THE BUILDING AS WELL AS THE MAINTENANCE OF RENTALS AT BOTH 312 AND 314. GAYE HAS HAD MANY YEARS EXPERIENCE IN REHABBING, BOTH AT HER PRIVATE RESIDENCE AND ALSO WITH THE 312-314 STREET LEVEL SPACES.

Project Profile

Provide an estimated project schedule including (when applicable):

- Closing of purchase - PURCHASED BUILDING IN 1989
- Permitting - UPON CITY APPROVAL OF PLANS
- Environmental Assessment and/or Remediation of Activities - WILL COMPLY WITH RRP GUIDELINES
- Construction Start - AS SOON AS ALL PERMITS AND APPROVALS ARE GIVEN. WINTER OF 2014-2015 IS THE GOAL.
- Construction Completion - SPRING/SUMMER OF 2015
- Occupancy of facilities - UPON COMPLETION SPRING-SUMMER 2015

- Other pertinent dates, as appropriate –

Sponsor/Developer: BOB VERICELLA

Project Street Address: 312-314 NORTH MAIN STREET

City, State & Zip Code: BLOOMINGTON, IL 61701

County: McLEAN

Project type (Commercial Real Estate, Business, Equipment): RESIDENTAL APARTMENTS

Sq. ft. of project: 7750

Total Project Cost/Investment: ~~XXXXXXX \$300,000.00~~ \$847,000

Total Abatement Requested: \$300,000.00 (THIS WAS DERIVED FROM THE DIFFERENCE ON REAL ESTATE TAXES PAID BEFORE AND AFTER COMPLETION OF PROJECT. THE PROJECTED DIFFERENCE IN REAL ESTATE TAXES AFTER COMPLETION WILL APPROXIMATELY \$25,432.78 ANNUALLY. WHEN THE TIF WAS ACTIVE IT USUALLY HAD A SPAN OF 23 YEARS. WITH THOSE CALCULATIONS, I TOOK THE \$25,432.78 TIMES 12 YEARS TO ARRIVE AT \$305,193.36. HENCE, THE \$300,000.00.

11 Digit Census Tract Code: TAX ID # 21-04-193-009

Please provide a narrative that describes the project in specific detail:

THE PROJECT INCLUDES REDEVELOPING THE SECOND AND THIRD FLOORS INTO SIX, TWO BEDROOM, TWO STORY TOWNHOMES EACH WITH A BATH AND A HALF. ALL TOWNHOMES WITH BE ACCESIBLE FROM THE SECOND FLOOR WITH AN INTERIOR STAIR CASE TO LEAD TO THE THIRD FLOOR BEDROOMS. EACH UNIT IS SELF CONTAINED WITH WASHER AND DRYER IN EACH UNIT. WE WILL ATTEMPT TO KEEP AS MUCH AS THE HISTORIC OLD BUILDING CHARM BY UTILIZING EXISTING FLOORS AND BRICK WALLS WHERE AND WHEN APPLICABLE.

How is the property currently being used, and what is the condition of the property?

THE SECOND AND THIRD FLOORS ARE CURRENTLY IN PRETTY MUCH THE SAME CONDITION AS WHEN THE PREVIOUS OWNER CLOSED DOWN THE MID CITY HOTEL IN THE MID SIXTIES. UPDATES WOULD INCLUDE NEW WINDOWS ON THE EAST AND WEST EXPOSURES, TUCK POINTING TO THE BUILDING, AND GUTTERS INSTALLED IN 2005. A NEW TOMKAT ROOF WAS INSTALLED IN 1999. THERE HAVE BEEN A FEW INTERIOR WALLS REMOVED ON THE SECOND FLOOR, BUT THE THIRD FLOOR IS UNTOUCHED AND IN THE SAME CONFIGURATION AS WHEN BUILT IN 1901 AS A HOTEL. THE SPACE IS CURRENTLY BEING USED SPORADICALLY FOR GHOST TOURS ON THE SECOND AND THIRD FLOORS, WITH THE STREET

LEVELS BEING RENTED OUT CONTINUOUSLY FOR OVER 25 YEARS. BECKS FAMILY FLORIST HAS OCCUPIED THE SPACE AT 312 SINCE 1989, AND 314 IS CURRENTLY RENTED OUT TO MID CITY SALON. BOTH 312 AND 314 STREET LEVEL SPACES HAVE BEEN IMPROVED.

Please provide a description of the residential units being developed, including a description, either sales price or rent information and expenses. Please also provide a pro forma.

EACH UNIT IS A TWO BEDROOM, TWO STORY TOWN HOUSE, WITH A BATH AND A HALF AND IN UNIT WASHER/DRYER. UTILIZING ORIGINAL WOOD FLOORS WHEN AND WHERE POSSIBLE, EXPOSED BRICK WHEN AND WHERE USABLE. AN OPEN CONCEPT WILL BE USED AND KITCHENS AND BATHS WILL HAVE GRANITE COUNTERTOPS. BATHS WILL HAVE TILE AND WOOD FLOORS IN THE REST OF THE UNITS.

RENTS WILL BE BETWEEN \$800.00 AND \$1200.00 PER UNIT.

PERFORMA ATTACHED

Will the project require additional municipal services or facilities?

Yes: ☒ No: ☐

If yes, please explain:

ELECTRIC AND WATER SERVICES

- For Projects seeking tax abatement for Real Estate development

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: GAYE WIKE-BECK
Address: 401 SOUTH McLEAN STREET
BLOOMINGTON, IL 61701
Phone Number: 309-838-6213
Fax Number: 309-827-4726
Email: GLBECK2@AOL.COM

Role: BUILDING OWNER

Name: BOB VERICELLA

Address: 125 SOUTH BELLMONT
BLOOMINGTON, IL 61701

Phone Number: 309-275-4331

Fax Number: 309-454-8678

Email: VRCELLA2@MSN.COM

Role: GENERAL CONTRACTOR

Name: ~~XXXXXXXXXXXX~~ Gary Bonnell

Describe the development team and its capacity to successfully complete the project:

MR. VERICELLA HAS SUCCESSFULLY COMPLETED THE RENOVATIONS OF FIVE SIMILAR DOWNTOWN PROJECTS TO DATE. HE HAS TEN YEARS EXPERIENCE HIS FIELD, HAS A GOOD CITY REPUTATION, AND OWNS AND MANAGES FOUR DOWNTOWN PROPERTIES.

WHILE THIS IS THE FIRST LARGE SCOPE RENOVATION FOR THE BUILDING OWNER, SHE HAS MANAGED TO SUCCESSFULLY REHAB HER OWN HOME AND MANAGE A SUCCESSFUL BUSINESS IN DOWNTOWN BLOOMINGTON FOR MORE THAN 30 YEARS.

What physical changes will be made to develop or rehabilitate the property and how will the subject property be used?

THERE WILL BE NO OUTWARD CHANGES TO THE FACADE OF THE BUILDING. ALL CHANGES, EXCEPT FOR PAINT AND CLEANUP WILL BE INTERIOR. THE INTERIOR WILL BE GUTTED AND TRANSFORMED INTO SIX, TWO BEDROOM, TWO STORY TOWNHOMES THAT WILL BE RENTED.

Total Investment for real estate component of project:

Attach a detailed project cost estimate including, but not limited to:

- Purchase of real estate and improvements
- Site preparation
- Demolition
- Construction of new structures
- Infrastructure improvements

- Architecture & Engineering fees
- Development Fees
- Other fees or costs, when applicable
- General Contractor

- Determination of need for incentive

Please describe whether the project could move forward or not without the existence of the incentive.

NO

- Occupancy Information

Is this an owner-occupied, renter-occupied or mixed tenancy project?

- Owner-occupied
- Renter-occupied - X
- Mixed tenancy

Describe the intended or targeted market for this project. (i.e. household size, income levels, tenant mix, special needs, etc.)

TARGET TENANT IS A PROFESSIONAL SINGLE/COUPLE, WITH INCOME LEVELS IN THE \$30,000 AND UP BRACKETS. NO CHILDREN, NO SMOKING, NO PETS.
NO SPECIAL NEEDS ARE ANTICIPATED.

If owner-occupied housing, identify the targeted sale price(s).

N/A

If renter-occupied, identify the targeted rental rate(s)

\$800.00 TO \$1200.00 PER UNIT

- Community Impact

Is this project part of a larger, comprehensive revitalization plan sponsored by local government planners and/or local economic development groups?

Yes: _____ No: ____X____

If yes, please describe how the project is related to the plan and if the project is one of the first undertaken.

Does the project create environmental sustainable outcomes through green building concepts, location near mass transit, adaptive reuse of existing building or materials, etc.?

Yes: ☒ No: ☐

If yes, explain:

NEAR BUSINESSES AND BUS STOPS. WE WILL ALSO BE REUSING / REPURPOSING BUILDING INTO APARTMENTS USING AS MUCH EXISTING MATERIALS AS THE PROJECT ALLOWS.

If applicable, will the building be LEED certified?

- ☒ No - X
- ☐ Yes

If yes, certification level: _____

Application completed by: GAYE WIKE-BECK

Project Role: BUILDING OWNER

Contact Information: 309-838-6213

Date Completed: 08-10-2014

In addition to the application, the following due diligence items should be submitted with the application.

- Documentation demonstrating ownership or control of subject property.
- Resumes for all development team members.
- Attach detailed project development budget.
- Project design and specifications.
- Documentation showing commitment of other financing.
- Attach pro forma outlining income and expenses.



Residential Incentive Scoring Sheet

Company Name: Mid-City Properties, LLC

Application Date: September, 2014

1. Economic need for tax abatement (Mandatory)



"In analyzing the financial viability of the development, there does appear to be a financing gap. With a total development budget of \$847,274, a bank loan of \$750,000, the development does not yield enough cash flow to justify the \$97,274 in equity required to complete the project."
(NDC Memo)

2. Project cost per unit.

40

Up to \$70,000	5 points
\$70,001 to \$90,000	10 points
\$90,001 to \$100,000	20 points
\$100,001 to \$120,000	30 points
\$120,000 +	40 points

3. Rehabilitation, reuse and/or expansion of existing structure(s). (If yes, 2 points)

2

4. Investment made in a targeted area such as the Downtown Central Business District, Enterprise Zone or highlighted sector on Economic Development Target Area Map, and in an appropriate location as determined by the Comprehensive Area Plan.
(If yes, 2 points)

2

5. Project is appropriate and desirable for the area, (i.e. design, density, occupancy). (0-15 points)

15



Residential Incentive Scoring Sheet

6. Owner occupied versus rental.		
Owner	10 points	5
Rental	5 points	
7. Intended tenant(s)/owner(s).		
21-50% of units for HH earning <80% AMI	5 points	5
>50% of units for HH earning <80% AMI	10 points	
8. Project is part of a larger, comprehensive revitalization plan sponsored by local government. (2 points)		2
9. Project includes environmental sustainable outcomes. (2 points)		2
Total points		73

SCORING

<u>Score</u>	<u>Max. Length of Deduction</u>
10 or less points	1 year
11 to 20 points	2 years
21 to 30 points	3 years
31 to 40 points	4 years
41+	5 years

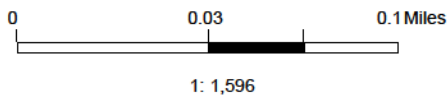


Mid-City Properties, LLC - 312 & 314 North Main Street



Legend

- Parcels
- Interstates
- US_Highways
- State_Highways
- County_Highways
- Minor_Arterial
- Major_Collector
- Minor_Collector
- Local_Road_Street
- Alleys
- Private_Streets
- Railroad
- County



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Notes

Assessment Data

[Ownership History](#)
[Assessment History](#)
[Permit History](#)
[Property Characteristics](#)
[Picture](#)
[New Search](#)
[Home](#)

ID: 43 21-04-193-009
 Name: MIDCITY PROPERTIES LLC
 Address 1:
 Address 2: 312 N MAIN
 City, St., Zip: BLOOMINGTON , IL , 61701

Prop. Address	312-314 N MAIN		
Sale Date	2/4/1993	Adjustment	0
Sale Price	15000	Adj. Sales Price	15000
Updated	3/23/2015 2	Adj. Ratio	189.31
Use Code	C 0060	Flag	3
School Dis	087	Financing	1
Tax Code	4001	Sale Use	12
Current Tax Rate	0.0811422	Document	93/4098
Current EAV	47773	Deed	15/4327
NH	100	Previous SD	11/15/1989
Assmt Year	2014 S/A	Previous SP	92000
Land	10413	Previous Ratio	0
Farmland	0	Homestead	0
Building	37360	Senior	0
Farm Bldg	0	Frozen Amount	0
Total	47773	HIE	N/A 0
Permit Date	4/11/2012	Permit Number	M1200496
Permit Amount	35000	Permit For	UPGRADE FOR WOMENS BOUTIQUE
Comment	3/23/15-QC-Deed		
Reason for change	COMMERCIAL REVALUATION		
Legal	GRAY'S SUBN LOT 1 & 2 & E1/2 VAC ALLEY LYG W & ADJ & N1/2 VAC ALLEY LYG S & ADJ		

Reports

Residential Assessment Comparables ▼

Submit

View Current Tax Bill

View Map

ID: 43 21-04-193-009
 Name: BECK, GAYE
 Address 1:
 Address 2: 312 N MAIN
 City, St., Zip: BLOOMINGTON , IL , 61701

PROSPECTIVE VALUATION F/2015

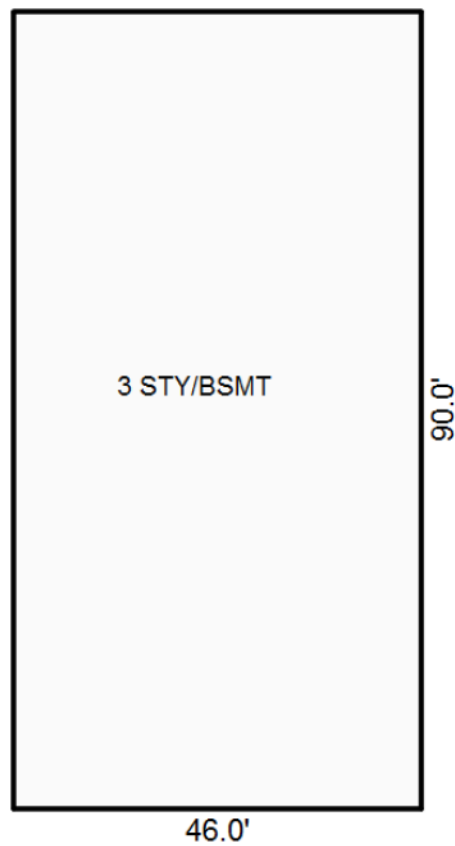
VALUE ESTIMATE OF PROPOSED RENOVATION: \$525,000

Prop. Address	312-314 N MAIN		
Sale Date	2/4/1993	Photo	
Sale Price	15000	Adj. Sales Price	15000
Updated	3/5/1993 1	Adj. Ratio	189.31
Use Code	C 0060	Flag	3
School Dis	087	Financing	1
Tax Code	4001	Sale Use	12
Current Tax Rate	0.079845	Document	93/4098
Current EAV	\$47,773	Deed	N/A
NH	100	Previous SD	11/15/1989
Assmt Year	2015	Previous SP	92000
PROSPECTIVE Land	\$10,413	Previous Ratio	0
PROSPECTIVE Building	164,587	Senior	0
PROSPECTIVE Total	\$175,000	HIE	N/A 0
Permit Date	4/11/2012	Permit Number	M1200496
Permit Amount	35000	Permit For	UPGRADE FOR WOMENS BOUTIQUE
Scope of Assignment	PROSPECTIVE VALUATION BASED ON PROPOSED RENOVATION OF SECOND AND THIRD FLOORS INTO COMMERCIAL RESIDENTIAL SPACE – CONVERT INTO 6 2 BR, 2 BA APARTMENTS. CURRENT VALUATION BASED ON NO ACTIVITY ON UPPER FLOORS.		
Intended User / Intended Use	CITY OF BLOOMINGTON / DISCUSSION OF POTENTIAL TAX BENEFITS FOR PROPERTY BASED ON RENOVATION. NOT TO BE USED BY ANY OTHER PERSON OR FOR ANY OTHER PURPOSE		
Legal	GRAY'S SUBN LOT 1 & 2 & E1/2 VAC ALLEY LYG W & ADJ & N1/2 VAC ALLEY LYG S & ADJ		
Date	10/14/14		
Prepared by	Timothy A. Jorczak, AAS		

PHOTO



CURRENT SKETCH



312-314 N. MAIN
TOTAL SF. USABLE 4140

RETAIL USE

CURRENT PRC

9/4/2013

COMMERCIAL PROPERTY RECORD CARD

www.assessor-blm.com

21-04-193-009		Property Use	Retail Store	Blgd No	1 of 1			
Foundation	Brick	Mezzanine	None	No Fixtures	13	GFSF	4140	
Frame	No Frame	Mezz SF	0	Const Quality	Average	GJA	4140	
Floor Stru	Wood Joist X 10	Int Walls	Wood Studs	Condition	Average	Gross Unusable	8280	
Roof	Rolled-Builtup	Ext Walls	Brick	Built	1905	No Fireplaces	0	
Roof Stru	Wood Truss	Ext Wall Area	10608	Eff Age	0	Pool	No	
Roof Insul	No	Int Finish	Drywall	Depreciation	55	Sprinkled	No	
Basement	FullPart Finish	Floor Cov	Carpet	Obsolescence	Functional	% Finished	100	
SF Fin Bmnt	1100	Ceiling	Plaster	No Stories	3	OH Door Dim 1		
SF Crawl	0	Electrical	Rigid Conduit	AvgHt	13	OH Door Dim 2		
SF Slab	0	Power Wire	No	Perimeter	272	OH Door Dim 3		
		Lighting	Flourescent	Wall Area	15.2	Door Size 1	0	
		Heating	Gas Forced Air	No Units	2	Door Size 2	0	
		Cooling	Evaporative	Unit Type	Shops	Door Size 3	0	
		Water	Central	Mixed BR		Elevator	N/A	
Appraiser Notes	8/19/13 TAJ: 314 portion of building is vacant and available for lease.						Elev Cap	0
	9/5/13 TAJ: Upper floors are old Mid State Hotel, in poor shape. Building is divided into two units with separated basements.						Water Det	1

10/14/14

COMMERCIAL PROPERTY RECORD CARD

www.assessor-blm.com

21-04-193-009

AKA

312-314 N MAIN

BECK, GAYE

312 N MAIN BLOOMINGTON IL 61701

Use Code	Tax Code	Tax Rate	Multiplier	School Dis	NH	Lot Front	Lot Depth	Lot Shape
C 0000	4001	0.079845	1	007	100	51	99	Rectangular

Assmt Year	Land	Farmland	Building	Farm Bld	Total
2014 S/A	10413	0	37360	0	47773

Sale Date	Doc #	Sale Price	Ratio	Flag	Deed	Prev SD	Prev SP
02/04/93	93/4598	\$15,000	189.31	3		11/15/89	\$92,000

Assessment History Report

Assmt Year	Land	Building	Total
2014	10413	37360	47773
2013 S/A	10413	37360	47773
2013	10528	37772	48300
2012 S/A	10528	37328	47856
2012	10609	37614	48223
2011 S/A	10653	36480	48333
2011	10653	36480	48333
2010 S/A	10653	36480	48333
2010	10653	36480	48333
2009 S/A	10653	36480	48333

Legal
GRAY'S SUBN LOT 1 & 2 & E 1/2 VAC ALLEY LYG W & ADJ & N 1/2 VAC ALLEY LYG S & ADJ

Zoning	NH	Lot FF	Lot Depth	Location	Lot Shape	Lot SF	Acres	Property Use	# Bldgs
B3	100	51	99	Interior	Rectangular	5005	0.1149	Retail Store	1
Parking	# Park Units		Paving		SF Paving				
None	0		None		0				

Current Building Permit Information

04/11/12 M120049 35000 UPGRADE FOR WOMENS BOUTIQUE

Comment

INCOME VALUATION APPROACH TO PROPOSED RENOVATIONS

LEASE COMPARABLES



710 Eldorado [Snapshot](#)
 Bloomington, IL
 Free Standing Building Retail Layout (Open) Office, Storage
 2 Restrooms

3,712 SF
 \$12 /SF/Year
 1 Space
 3,712 SF Bldg
 Free Standing Bldg



314 B N. Stillwell [Snapshot](#)
 Bloomington, IL
 Former Butternut Thirt Shop. Open space with loading area

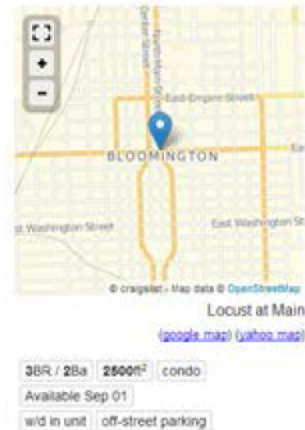
2,000 SF
 \$9.75 /SF/Year
 1 Space
 2,000 SF GLA
 Neighborhood Center



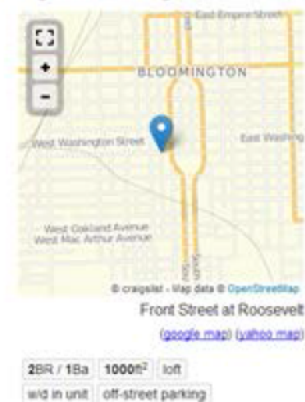
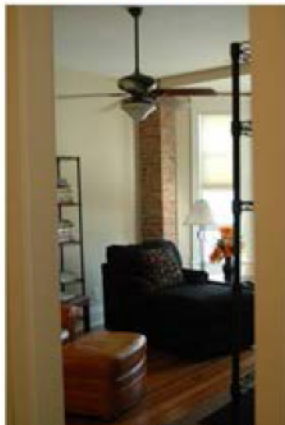
Kroger Shopping Center
 Bloomington, IL
 Former hardware store, adjacent to Krogers

5,000 - 10,069 SF
 \$8 /SF/Year
 1 Space
 10,069 SF GLA
 Neighborhood Center

★ \$1300 / 3br - 2500ft² - Downtown Condo-Roommate needed



★ \$1000 / 2br - 1000ft² - Luxury 2 Bedroom Loft in Downtown Bloomington (bloomington)



RealtyRates.com INVESTOR SURVEY - 1st Quarter 2014*						
RETAIL - FREE STANDING						
Item	Input					OAR
Minimum						
Spread Over 10-Year Treasury	0.76%	DCR Technique	1.18	0.046343	0.90	4.90
Debt Coverage Ratio	1.18	Band of Investment Technique				
Interest Rate	3.48%	Mortgage	90%	0.046343	0.041709	
Amortization	40	Equity	10%	0.079756	0.007976	
Mortgage Constant	0.046343	OAR				4.97
Loan-to-Value Ratio	90%	Surveyed Rates				5.13
Equity Dividend Rate	7.98%					
Maximum						
Spread Over 10-Year Treasury	5.23%	DCR Technique	1.83	0.127607	0.60	13.97
Debt Coverage Ratio	1.83	Band of Investment Technique				
Interest Rate	9.82%	Mortgage	60%	0.127607	0.076564	
Amortization	15	Equity	40%	0.172724	0.069090	
Mortgage Constant	0.127607	OAR				14.57
Loan-to-Value Ratio	60%	Surveyed Rates				13.93
Equity Dividend Rate	17.27%					
Average						
Spread Over 10-Year Treasury	2.99%	DCR Technique	1.50	0.072185	0.75	8.10
Debt Coverage Ratio	1.50	Band of Investment Technique				
Interest Rate	5.71%	Mortgage	75%	0.072185	0.054138	
Amortization	28	Equity	25%	0.121592	0.030398	
Mortgage Constant	0.072185	OAR				8.45
Loan-to-Value Ratio	75%	Surveyed Rates				10.70
Equity Dividend Rate	12.16%					

*4th Quarter 2013 Data

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Capitalization Rate Tools

Mortgage Equity Analysis					
Mortgage Constant*		Loan Ratio		Contributions	
0.127634	x	60.0%	=	7.66%	
Equity Yield Rate		Equity Ratio			
17.27%	x	40%	=	6.91%	
				14.57%	
Less Equity Buildup:					
Loan ratio x percent paid off* x sinking fund factor (SFF)					
60.0%	x	87.89%	x	0.02080	= -1.10%
Adjustment for Depreciation or Appreciation:					
Plus depreciation (or minus appreciation) x SFF					
		-50.0%	x	0.02080	= -1.04%
Capitalization Rate				=	12.43%

Debt Coverage Ratio Analysis					
Debt Coverage Ratio x Loan to Value Ratio x Mortgage Constant ^{***}					
1.83	x	60.0%	x	0.12763	= 0.14014
Capitalization Rate				=	14.01%

* Investment Holding Period:	14
*** Mortgage Constant Variables:	Rate: 9.82% Term: 15

Valuation Analysis

Prepared By: Michael Ireland
Analysis Date: 01/01/14
Property Address: 314-316 N. Main St.
Square Foot Area: 12,420

Unit	Income	Calculation Method	# Units or SF Size	Annual	% of PGI
Retail Space 1	\$10.00	\$/SF	2,520	\$25,200	19.7%
Retail Space 2	\$10.00	\$/SF	1,620	\$16,200	12.7%
2 BR - 2 BA Apartments	\$1,200.00	\$/Mo.	6	\$86,400	67.6%

Potential Gross Income (PGI):			\$127,800	100.0%
Vacancy and Collection Loss:	15.00%		\$19,170	
Other Income:				
Effective Gross Income (EGI):			\$108,630	85.0%

Expenses	Amount \$ or %	Calculation Method	Annual	\$/SF
Estimated Expenses	40%	% of EGI	\$43,452	\$3.50

Expense ratio blended to reflect difference between apartment (50%) and Retail (30%).

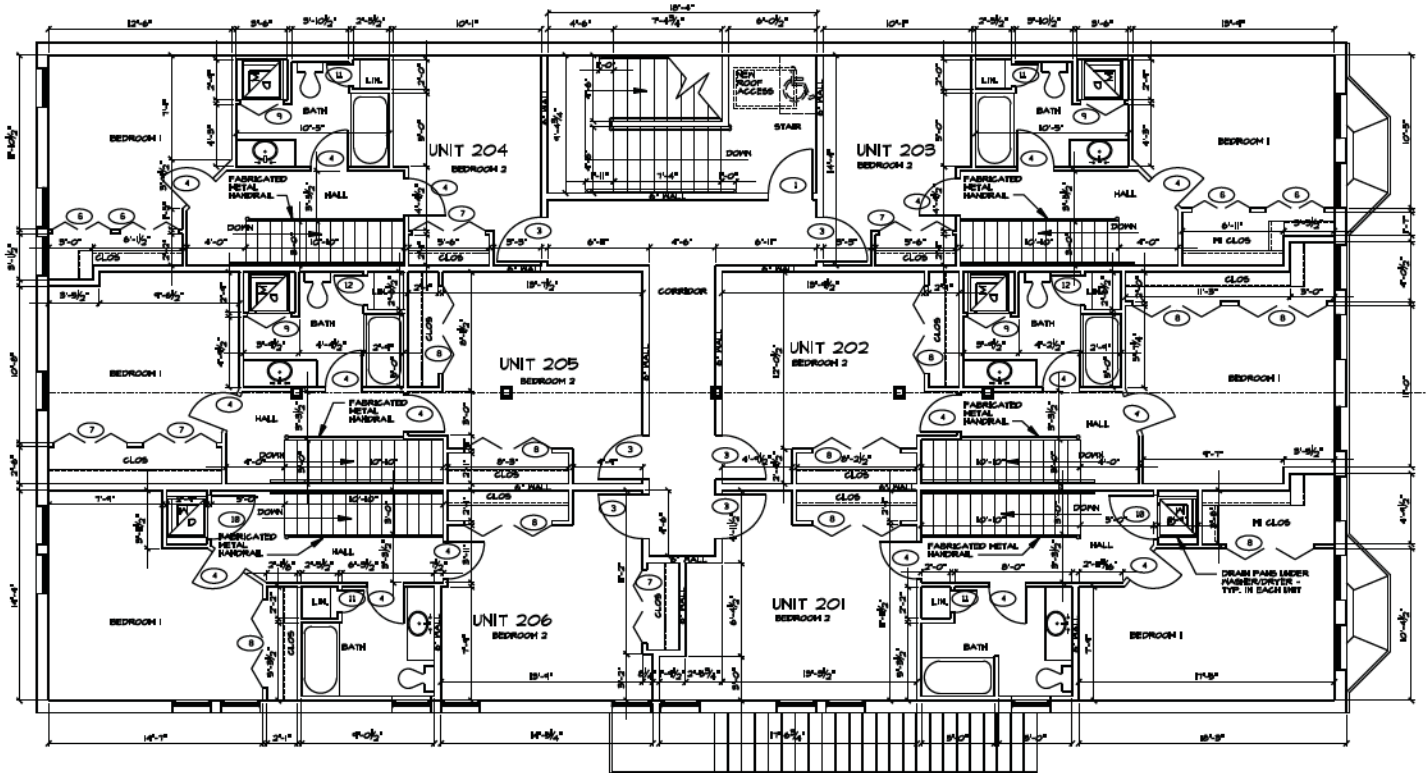
Vacancy and collection loss reflects blended rate between retail (20%) and apartment (5%).

Total Expenses:			\$43,452	\$3.50
Expense Ratio (Expenses/EGI):			40.0%	
Reim bur sable Expenses:				

Net Operating Income (NOI):	\$65,178	\$5.25
Capitalization Rate:	12.50%	
Value:	\$521,424	\$41.98
Rounded:	\$525,000	\$42.27

EQUITY

	Subject	Equity Comp 1	Equity Comp 2	Equity Comp 3	Equity Comp 4
Parcel ID	21-04-193-009	21-04-178-012	21-04-178-005	21-04-183-009	21-04-189-011
Address	312-314 N MAIN	608 N MAIN	626 N MAIN	513 N MAIN	401 N MAIN
Property Use	Retail Store	Restaurant/Tavern	Retail Store	Mixed	Mixed
Zoning	B3	B3	B3	B3	B3
Frame	No Frame	No Frame	No Frame	No Frame	No Frame
# Units	8	2	1	4	3
# Stories	3	2	1	3	3
GUA	12420	3344	2614	12408	3932
Unit Type	2 Bedroom	2 Bedroom	N/A	1 Bedroom	2 Bedroom
Land AV	\$10,413	\$4,814	\$17,326	\$11,285	\$6,259
Bldg AV	\$164,587	\$50,919	\$25,151	\$142,129	\$35,212
Bldg AV*3/SF	\$39.76	\$45.68	\$28.86	\$34.36	\$26.87
Total AV*3/SF	\$42.27	\$50.00	\$48.75	\$37.09	\$31.64



THIRD FLOOR - BEDROOMS AND BATHS
SCALE 1/4" = 1'-0"

GARY BONNELL, ARCHITECT

1630 N. ELSTON ST. SUITE 200
CHICAGO, ILLINOIS 60642
PHONE (312) 828-1971
EMAIL: gbonnell@earthlink.net

ILLINOIS #001-34481 EXP. 11/30/2016 WISCONSIN #0233 EXP. 7/31/2016



ARCHITECTURE

PHOENIX MID CITY LOFTS
316 N MAIN ST
BLOOMINGTON, IL 61701

DATE: _____

DESIGNED BY: _____

SHEET: _____

A-2



SEAL DATE: _____

City of Bloomington Office of Economic Development
Property Tax Abatement Calculations
Project: Redevelopment of 312 & 314 North Main by Mid-City Properties, LLC
July 31, 2015

City of Bloomington Township Assessor's Final Value Estimate: **\$525,000.00**
Equalized Assessed Value (1/3 of Final Value): **\$174,982.50**

Property Tax Estimates

	2014 EAV	Post Development
Property Equalized Assessed Valuation	\$47,773.00	\$174,982.50

Property Tax	2014 Tax Rate	Existing Collection	Post Development
McLean County	0.90133	\$430.59	\$1,577.17
City of Bloomington Township	0.12541	\$59.91	\$219.45
City of Bloomington	1.06782	\$510.13	\$1,868.50
B-N Water Reclamation District	0.17216	\$82.25	\$301.25
Bloomington-Normal Airport Authority	0.13655	\$65.23	\$238.94
District 87 Schools	4.95303	\$2,366.21	\$8,666.94
City of Bloomington Library	0.25323	\$120.98	\$443.11
Heartland Community College District 540	0.50469	\$241.11	\$883.12
TOTALS	8.11422	\$3,876.41	\$14,198.47
Newly Created Annual Increment:			\$10,322.06

City of Bloomington Office of Economic Development
Project: Redevelopment of 312 & 314 North Main by Mid-City Properties, LLC
Property Tax Abatement Calculations
July 31, 2015

	Existing EAV	Post Development
Property Equalized Assessed Valuation	\$47,773.00	\$174,982.50

Property Tax Summary

Taxing Body	Current Annual Property Tax	Projected Newly Created Property Tax Increment	Projected Annual Property Tax (Base + Increment)	Tax Rate	Taxing Body Percentage Of Total Tax Bill
McLean County	\$430.59	\$1,146.58	\$1,577.17	0.90133	11.11%
City of Bloomington Township	\$59.91	\$159.53	\$219.45	0.12541	1.55%
City of Bloomington	\$510.13	\$1,358.37	\$1,868.50	1.06782	13.16%
B-N Water Reclamation Dist	\$82.25	\$219.00	\$301.25	0.17216	2.12%
BLM-NRM Airport Auth	\$65.23	\$173.70	\$238.94	0.13655	1.68%
CUSD 87 Bloomington	\$2,366.21	\$6,300.72	\$8,666.94	4.95303	61.04%
City of Bloomington Library	\$120.98	\$322.13	\$443.11	0.25323	3.12%
Heartland Community College	\$241.11	\$642.01	\$883.12	0.50469	6.22%
Total	\$3,876.41	\$10,322.06	\$14,198.47	-	-
Over 5 Year Incentive Period	\$19,382.03	\$51,610.29	\$70,992.33	-	-

Abatement to Developer

Year	Current Annual Property Tax	Projected Newly Created Property Tax Increment	Projected Annual Property Tax (Base + Increment)	Percentage Abatement of Increment	Projected Property Tax Abated	Annual Property Tax Paid By Developer
1	\$3,876.41	\$10,322.06	\$14,198.47	99.19%	\$10,238.45	\$3,960.01
2	\$3,876.41	\$10,322.06	\$14,198.47	98.42%	\$10,158.97	\$4,039.49
3	\$3,876.41	\$10,322.06	\$14,198.47	97.64%	\$10,078.46	\$4,120.01
4	\$3,876.41	\$10,322.06	\$14,198.47	96.84%	\$9,995.88	\$4,202.58
5	\$3,876.41	\$10,322.06	\$14,198.47	96.03%	\$9,912.27	\$4,286.19
TOTALS	\$19,382.03	\$51,610.29	\$70,992.33	-	\$50,384.03	\$20,608.29

Property Tax Paid To The Taxing Bodies

	Current Annual Property Tax	Projected Newly Created Property Tax Increment	Projected Annual Property Tax Revenue (With Development)		Projected Property Tax Abated	Property Tax Revenue During Abatement Period
5 YEAR GRAND TOTALS	\$19,382.03	\$51,610.29	\$70,992.33		\$50,384.03	\$20,608.29

McLean County

Year	Current Annual Property Tax	Projected Newly Created Property Tax Increment	Projected Annual Property Tax Revenue (With Development)	Percentage Abatement of Increment	Tax Abated	Property Tax Revenue During Abatement Period
1	\$430.59	\$1,146.58	\$1,577.17	99.19%	\$1,137.29	\$439.88
2	\$430.59	\$1,146.58	\$1,577.17	98.42%	\$1,128.46	\$448.71
3	\$430.59	\$1,146.58	\$1,577.17	97.64%	\$1,119.52	\$457.65
4	\$430.59	\$1,146.58	\$1,577.17	96.84%	\$1,110.35	\$466.82
5	\$430.59	\$1,146.58	\$1,577.17	96.03%	\$1,101.06	\$476.11
TOTALS	\$2,152.96	\$5,732.89	\$7,885.85		\$5,596.67	\$2,289.18

City of Bloomington Township

Year	Current Annual Property Tax	Projected Newly Created Property Tax Increment	Projected Annual Property Tax Revenue (With Development)	Percentage Abatement of Increment	Tax Abated	Property Tax Revenue During Abatement Period
1	\$59.91	\$159.53	\$219.45	99.19%	\$158.24	\$61.20
2	\$59.91	\$159.53	\$219.45	98.42%	\$157.01	\$62.43
3	\$59.91	\$159.53	\$219.45	97.64%	\$155.77	\$63.68
4	\$59.91	\$159.53	\$219.45	96.84%	\$154.49	\$64.95
5	\$59.91	\$159.53	\$219.45	96.03%	\$153.20	\$66.25
TOTALS	\$299.56	\$797.67	\$1,097.23		\$778.71	\$318.51

City of Bloomington

Year	Current Annual Property Tax	Projected Newly Created Property Tax Increment	Projected Annual Property Tax Revenue (With Development)	Percentage Abatement of Increment	Tax Abated	Property Tax Revenue During Abatement Period
1	\$510.13	\$1,358.37	\$1,868.50	99.19%	\$1,347.37	\$521.13
2	\$510.13	\$1,358.37	\$1,868.50	98.42%	\$1,336.91	\$531.59
3	\$510.13	\$1,358.37	\$1,868.50	97.64%	\$1,326.31	\$542.19
4	\$510.13	\$1,358.37	\$1,868.50	96.84%	\$1,315.44	\$553.05
5	\$510.13	\$1,358.37	\$1,868.50	96.03%	\$1,304.44	\$564.06
TOTALS	\$2,550.65	\$6,791.84	\$9,342.49		\$6,630.47	\$2,712.02

B-N Water Reclamation District

Year	Current Annual Property Tax	Projected Newly Created Property Tax Increment	Projected Annual Property Tax Revenue (With Development)	Percentage Abatement of Increment	Tax Abated	Property Tax Revenue During Abatement Period
1	\$82.25	\$219.00	\$301.25	99.19%	\$217.23	\$84.02
2	\$82.25	\$219.00	\$301.25	98.42%	\$215.54	\$85.71
3	\$82.25	\$219.00	\$301.25	97.64%	\$213.84	\$87.41
4	\$82.25	\$219.00	\$301.25	96.84%	\$212.08	\$89.17
5	\$82.25	\$219.00	\$301.25	96.03%	\$210.31	\$90.94
TOTALS	\$411.23	\$1,095.02	\$1,506.25		\$1,069.00	\$437.25

BLM-NRM Airport Authority

Year	Current Annual Property Tax	Projected Newly Created Property Tax Increment	Projected Annual Property Tax Revenue (With Development)	Percentage Abatement of Increment	Tax Abated	Property Tax Revenue During Abatement Period
1	\$65.23	\$173.70	\$238.94	99.19%	\$172.30	\$66.64
2	\$65.23	\$173.70	\$238.94	98.42%	\$170.96	\$67.98
3	\$65.23	\$173.70	\$238.94	97.64%	\$169.61	\$69.33
4	\$65.23	\$173.70	\$238.94	96.84%	\$168.22	\$70.72
5	\$65.23	\$173.70	\$238.94	96.03%	\$166.81	\$72.13
TOTALS	\$326.17	\$868.52	\$1,194.69		\$847.89	\$346.81

CUSD 87 Bloomington

Year	Current Annual Property Tax	Projected Newly Created Property Tax Increment	Projected Annual Property Tax Revenue (With Development)	Percentage Abatement of Increment	Tax Abated	Property Tax Revenue During Abatement Period
1	\$2,366.21	\$6,300.72	\$8,666.94	99.19%	\$6,249.69	\$2,417.25
2	\$2,366.21	\$6,300.72	\$8,666.94	98.42%	\$6,201.17	\$2,465.76
3	\$2,366.21	\$6,300.72	\$8,666.94	97.64%	\$6,152.03	\$2,514.91
4	\$2,366.21	\$6,300.72	\$8,666.94	96.84%	\$6,101.62	\$2,565.31
5	\$2,366.21	\$6,300.72	\$8,666.94	96.03%	\$6,050.59	\$2,616.35
TOTALS	\$11,831.06	\$31,503.62	\$43,334.68		\$30,755.10	\$12,579.58

City of Bloomington Library

Year	Current Annual Property Tax	Projected Newly Created Property Tax Increment	Projected Annual Property Tax Revenue (With Development)	Percentage Abatement of Increment	Tax Abated	Property Tax Revenue During Abatement Period
1	\$120.98	\$322.13	\$443.11	99.19%	\$319.52	\$123.58
2	\$120.98	\$322.13	\$443.11	98.42%	\$317.04	\$126.07
3	\$120.98	\$322.13	\$443.11	97.64%	\$314.53	\$128.58
4	\$120.98	\$322.13	\$443.11	96.84%	\$311.95	\$131.15
5	\$120.98	\$322.13	\$443.11	96.03%	\$309.34	\$133.76
TOTALS	\$604.88	\$1,610.66	\$2,215.54		\$1,572.39	\$643.15

Heartland Community College

Year	Current Annual Property Tax	Projected Newly Created Property Tax Increment	Projected Annual Property Tax Revenue (With Development)	Percentage Abatement of Increment	Tax Abated	Property Tax Revenue During Abatement Period
1	\$241.11	\$642.01	\$883.12	99.19%	\$636.81	\$246.31
2	\$241.11	\$642.01	\$883.12	98.42%	\$631.87	\$251.25
3	\$241.11	\$642.01	\$883.12	97.64%	\$626.86	\$256.26
4	\$241.11	\$642.01	\$883.12	96.84%	\$621.73	\$261.39
5	\$241.11	\$642.01	\$883.12	96.03%	\$616.53	\$266.59
TOTALS	\$1,205.53	\$3,210.07	\$4,415.60		\$3,133.80	\$1,281.80

**A RESOLUTION OF THE CITY OF BLOOMINGTON, ILLINOIS,
ABATING CITY PROPERTY TAX**

WHEREAS, the City of Bloomington (the “*City*”) is a home rule municipality pursuant to Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois with full power and authority to perform any function pertaining to its government and affairs; and,

WHEREAS, tax abatement is a tool often used as an incentive to induce business retention, business expansion and new development resulting in community revitalization; and,

WHEREAS, the promise of financial assistance can make the difference in a developer’s decision regarding the location of a project or the eagerness to expand or initiate a project; and,

WHEREAS, Mid-City Properties, LLC, an Illinois limited liability company (the “*Developer*”) has requested real estate tax abatements on the part of the local taxing districts in order to undertake the renovation of a portion of certain property which has been vacant for many years by constructing a multi-unit rental property with six (6) residential units above two (2) existing ground floor commercial spaces (the “*Project*”) on property commonly known as 312 and 314 North Main Street (the “*Subject Property*”) which is located in the area known as “Downtown Bloomington”; and,

WHEREAS, the Developer has advised the City that without the real estate tax abatements as requested, this undertaking will not be economically viable; and,

WHEREAS, all parties believe the economic development impact of this proposed project will ultimately be advantageous to the community as a whole due to the

capital investment by the Developer and the resulting job opportunity, neighborhood revitalization, and the increase in the tax base of all of the taxing districts; and,

WHEREAS, the Developer has submitted a plan for the construction of the Project, on the Subject Property, a site of which a portion has remained vacant for many years; and,

WHEREAS, the current equalized assessed value of 312 and 314 North Main Street (the “*Subject Property*”) is described in *Exhibit A* attached hereto; and,

WHEREAS, Article 18 of the Illinois Revenue Code, 35 ILCS 200/18-165(a), provides that:

“Any taxing district upon a majority vote of its governing authority may, after the determination of the assessed valuation of its property, order the clerk of that county to abate any portion of its taxes on the following types of property:

(1) *Commercial and industrial.*

(A) The property of any commercial or industrial firm. . . . The abatement shall not exceed a period of ten (10) years and the aggregate amount of abated taxes for all taxing districts combined shall not exceed \$4,000,000[.]”

WHEREAS, the Developer has estimated that the Project shall require an investment of \$847,000.00 to undertake and complete the Project; and,

WHEREAS, the Developer has requested that the City grant its request for a real estate tax abatement as permitted by Illinois law, provided that the Developer satisfy all of the terms and conditions as set forth in the Tax Abatement Agreement attached hereto and made a part hereof (the “*Agreement*”); and,

WHEREAS, the City is willing to grant such real estate tax abatement to the Developer in accordance with the terms and conditions set forth in the Agreement.

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

Section 1. The Tax Abatement Agreement by and between the City and Mid-City Properties, LLC, an Illinois limited liability company, in the form attached hereto, is hereby approved and the Mayor is hereby authorized and directed to execute said Agreement on behalf of the City.

Section 2. The McLean County Clerk is hereby ordered to abate that portion of real estate taxes levied by the City against the Subject Property as follows:

1. For real estate taxes payable in the year 2019, the portion levied by the City over and above \$521.13
2. For real estate taxes payable in the year 2020, the portion levied by the City over and above \$531.59
3. For real estate taxes payable in the year 2021, the portion levied by the City over and above \$542.19
4. For real estate taxes payable in the year 2022, the portion levied by the City over and above \$553.05
5. For real estate taxes payable in the year 2023, the portion levied by the City over and above \$564.06

subject, however, to cancellation and termination upon written notice from the City Clerk of a default by the Developer under the Tax Abatement Agreement.

Section 3. The real estate tax abatement provided in Section Two shall terminate immediately upon written notice from the City Clerk that, at any time after July 1, 2017, a default has occurred on the part of the Developer which has not been cured.

Section 4. Any statutory reference contained herein shall include any and all amendments thereto and replacements thereof.

Section 5. This Resolution shall be in full force and effect upon its passage, approval, and publication as provided by law.

PASSED by the City Council of the City of Bloomington, McLean County, Illinois, this 10th day of August, 2015.

APPROVED this _____ day of August, 2015.

AYES:_____ NAYS:___ ABSENT:_____

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

APPROVED AS TO FORM

Jeffery R. Jurgens, Corporate Counsel

Exhibit A

Current equalized assessed value of 312 and 314 North Main Street						
Parcel ID	Assessment Year	Land	Farm Land	Building	Farm Building	Total
21-04-193-009	2014	\$10,413	\$0	\$37,360	\$0	\$47,773

TAX ABATEMENT AGREEMENT

THIS TAX ABATEMENT AGREEMENT (the “*Agreement*”) is made this 10th day of August 2015, between the City of Bloomington, McLean County, Illinois (the “*City*”) and Mid-City Properties, LLC (the “*Developer*”), an Illinois limited liability company of Bloomington, Illinois.

P R E A M B L E S

WHEREAS, The City of Bloomington (the “*City*”) is a home rule municipality pursuant to Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois with full power and authority to perform any function pertaining to its government and affairs; and,

WHEREAS, real estate tax abatement is a tool often used as an incentive to induce business retention, business expansion and new development resulting in community revitalization; and;

WHEREAS, Section 18-165 of the Illinois Revenue Code, [35 ILCS 200/18-165(a)(1)(C)], provides that:

“Any taxing district upon a majority vote of its governing authority may, after the determination of the assessed valuation of its property, order the clerk of that county to abate any portion of its taxes on the following types of property:

Commercial and industrial.

[c] The property of any commercial or industrial firm. . . . The abatement shall not exceed a period of ten (10) years and the aggregate amount of abated taxes for all taxing districts combined shall not exceed \$4,000,000[.]”

WHEREAS, the promise of financial assistance can make the difference in a developer's decision regarding the location of a project or the eagerness to expand or initiate a project; and,

WHEREAS, Mid-City Properties, LLC, an Illinois limited liability company (the "*Developer*") has requested real estate tax abatements on the part of the local taxing districts in order to undertake the renovation of a portion of certain property which has been vacant for many years by constructing a multi-unit rental property with six (6) residential units above two (2) existing ground floor commercial spaces (the "*Project*") on property commonly known as 312 and 314 North Main Street (the "*Subject Property*") which is located in the area known as "Downtown Bloomington."

WHEREAS, the Developer has advised the City that the Project shall result in an investment of no less than \$847,000.00, including the cost of acquisition, to undertake and complete the Project and that without real estate tax abatements, the Project would not be economically viable; and,

WHEREAS, the Developer has requested that the City grant its request for a real estate tax abatement as permitted by Illinois law, provided that the Developer satisfy all of the terms and conditions as set forth in this Tax Abatement Agreement (the "*Agreement*"); and,

WHEREAS, the City believes that the economic impact of this Project will be beneficial by resulting in job opportunity, neighborhood revitalization and an increase in the tax base of all of the affected taxing districts and, therefore, is willing to grant such real estate tax abatement to the Developer in accordance with the terms and conditions set forth in the Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual undertakings herein contained and other valuable consideration, the parties hereby agree as follows:

Section 1. The foregoing preamble are hereby adopted as if fully set forth herein.

Section 2. The parties hereby agree that the Subject Property is identified as tax parcel 21-04-193-009 (the “*Tax Parcel*”), and is .115 acres in size and the current equalized assessed value is described in *Exhibit A* attached hereto. For purposes of this Agreement, the “Base EAV” of the Subject Property will be deemed to be the 2014 assessed value of the Tax Parcel.

Section 3. City hereby agrees to adopt a Resolution, in the form attached hereto as *Exhibit A* (the “*Resolution*”), directing the County Clerk to abate that portion of the real estate taxes levied by the City against the Subject Property as follows:

1. For real estate taxes payable in the year 2019, the portion levied by the City over and above \$521.13
2. For real estate taxes payable in the year 2020, the portion levied by the City over and above \$531.59
3. For real estate taxes payable in the year 2021, the portion levied by the City over and above \$542.19
4. For real estate taxes payable in the year 2022, the portion levied by the City over and above \$553.05
5. For real estate taxes payable in the year 2023, the portion levied by the City over and above \$564.06

Said abatement shall be for a period of five (5) years, as stated in the Resolution. The City agrees to adopt and file any other documents that may be required from time to time to effectuate said abatements, including (*if necessary*) annual abatement resolutions.

Section 4. The Developer hereby agrees, on or before June 1, 2017, to construct the Project, being six (6) new residential units above two (2) existing ground floor commercial spaces for a total investment of no less than \$847,000.00.

Section 5. The Developer hereby covenants and agrees to submit to the City on or before July 1, 2017, the following items, to-wit: paid invoices (including statements at least monthly for development and general contractor fees), bills, contracts (including the agreement of the parties relative to acquisition of the Subject Property), lien waivers or other evidence as may be requested by the City to demonstrate an investment of no less than \$847,000 to complete the Project.

Section 7. This Agreement is subject to termination by the City after sixty (60) days written notice at any time during the term of this Agreement in the event of any one of the following:

1. The Developer has failed to demonstrate that it has invested at least \$847,000 for improvements related to the Subject Property, including, without limitation, acquisition costs, site work, building construction, costs and fees, and equipment (purchased and installed).
2. The Developer has failed to complete the Project on or before June 1, 2017.

Section 8. The Developer covenants and agrees, warrants and represents that it shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, charters, statutes, codes, orders, policies and procedures relating to the Subject Property.

Section 9. For so long as this Agreement shall remain in full force and effect, the Developer agrees to provide access to and authorize inspection of the Subject Property upon request of the City to ensure that the improvements are made according to the specifications and conditions of this Agreement.

Section 10. In the event this Agreement is terminated due to the Developer's breach of any provision of this Agreement, then all taxes abated by the City pursuant to this Agreement shall be repaid to the City within thirty (30) days of City's request therefore. Additionally, the City shall direct the County Clerk not abate any of the City's levy of property taxes of the Subject Property.

Section 11. The City may extend the date set forth in Section 7 a.2 of this Agreement, if the Developer reasonably demonstrates the necessity for any such extension(s).

Section 12. This Agreement may not be assigned without the written approval of the City, which approval will not be unreasonably withheld.

Section 13. The Agreement constitutes the entire contract between the parties hereto, and no oral statements or promises and no understanding not embodied in this writing shall be valid or binding. Any modification of this Agreement shall be in writing and executed with the same formality as this Agreement.

Section 14. The term of this Agreement shall commence upon execution by the parties hereto and continue until the earlier of: (i) receipt of a total of \$4,000,000 in tax rebates from all affected taxing districts; or, (ii) December 31, 2023.

Section 15. This Agreement shall be governed by the laws of the State of Illinois. It is agreed by the parties that if any party commences suit, action or any other legal

proceeding against the other, the venue shall be the Circuit Court of McLean County, Illinois. Each prevailing party in such suit, action, or proceeding has a right to recover from any adverse party, its attorney's fees, court costs, and other costs of litigation.

Section 16. Any notice required under this Agreement shall be given to the respective parties as follows:

To the Developer:

Mid-City Properties, LLC
Attn: Gaye Beck
312 N Main Street
Bloomington, Illinois 61701

To the City:

City of Bloomington
Attn: Austin Grammer
109 East Olive Street
Bloomington, Illinois 61702

with a copy to:

Kathleen Field Orr & Associates
Attn: Kathleen Field Orr
53 West Jackson Blvd., Suite 964
Chicago, Illinois 60604

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

City of Bloomington, McLean County, an Illinois
municipal corporation

By: _____
Tari Renner, Mayor

Attest:

Cherry L. Lawson, City Clerk

Mid-City Properties, LLC, an Illinois limited
liability company

By: _____



**CITY OF BLOOMINGTON
COUNCIL MEETING AGENDA ADDENDUM I
109 E. OLIVE STREET, BLOOMINGTON, IL 61701
MONDAY, August 10, 2015 7:00 P.M.**

CONSENT AGENDA ITEM NO. 7A

FOR COUNCIL: August 10, 2015

SUBJECT: Consideration of approving the Council Proceedings of July 27, 2015. (Minutes are attached)

**REGULAR CITY COUNCIL MEETING SESSION
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS
MONDAY, JULY 27, 2015; 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, July 27, 2015. The meeting was called to order by Mayor Renner.

2. Pledge of Allegiance to the Flag

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

3. Remain Standing for a Moment of Silent Prayer

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

4. Roll Call

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

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

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

5. Public Comment

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

Mayor Renner noted that eleven (11) Comment Cards were received.

The following individuals provided comments during Public Comment:

Patricia Martin
Gary Lambert
Cleo Miksell
Justin Miller
Mack Arnold
Bob Rewerts
John Pratt

Donna Bolen
David Gronemeier
Alton Franklin
Dwayne Turner

6. Recognition/Appointments

The following was presented:

Item 6A. Proclamation declaring August 8, 2015 as, “Heartland Head Start Recognition Day.”

The following was presented:

Item 6B. Appointment of Kiasha Henry to the Cultural District Commission

The following was presented:

Item 6C. Award of Certificate – Tyler J. Elston, Police Officer

The following was presented:

Item 6D. Award of Certificate – Joseph M. Rizzi, Police Officer

The following was presented:

Item 6E. Award of Certificate – Joshua M. Jacobs, Police Officer

The following was presented:

Item 6F. Alejandro O. Vasquez, Jr., Police Officer

7. “Consent Agenda”

Alderman Schmidt requested Item 7D, Consideration of clarifying designated terms of appointment for the Library Trustees Appointed in April 2014 be pulled from the Consent Agenda for discussion.

Alderman Fruin requested Item 7G, Consideration of review and analysis of Bids and Approval of a Contract with Bodine Electric of Decatur in the amount of \$50,000 for Emergency Traffic Signal Repair FY 2016 (Bid #2016-11) be pulled from the Consent Agenda for discussion.

Alderman Fruin requested Item 7H, Consideration of review and analysis of Bids and Approval of a Contract with Bodine Electric of Decatur in the amount of \$150,000 for Traffic Signal Maintenance FY 2016 (Bid #2016-10) be pulled from the Consent Agenda for discussion.

Alderman Lower requested Item 7L, Consideration of approving an Agreement for Regional Planning Services with McLean County Regional Planning Commission (MCRPC) in the amount of \$54,212.00 be pulled from the Consent Agenda for discussion.

Mayor Renner requested a motion on the Consent Agenda with the exception of items 7D, 7G, 7H, and 7L.

Motion by Alderman Painter, seconded by Alderman Hauman to approve the Consent Agenda as presented with the exception of Items 7D, 7G, 7H, and 7L.

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

Nays: None.

Motion carried.

Item 7A: Consideration of approving the Council Proceedings of July 13, 2015, Special Session of May 4, 2015 and Work Session Meeting of May 11, and April 27, 2015.

Motion by Alderman Painter, seconded by Alderman Hauman that the reading of the minutes of the previous Council Proceedings of July 13, 2015 be dispensed with and the minutes approved as printed.

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

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

Nays: None

Motion carried.

RECOMMENDATION/MOTION: That the reading of the minutes of the previous Council Proceedings of July 13, 2015, Special Session of May 4, 2015 and Work Session Meeting of May 11, and April 27, 2015 be dispensed with and the minutes approved as printed.

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

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

BACKGROUND: The Council Proceedings of July 13, 2015, Special Session of May 4, 2015 and Work Session Meeting of May 11, and April 27, 2015 have been reviewed and certified as correct and complete by the City Clerk.

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration for approval.

Prepared by: Cherry Lawson, City Clerk

Recommended by:

David Hales,
City Manager

The following was presented:

Item 7B: Consideration of approving Bills and Payroll.

Motion by Alderman Painter, seconded by Alderman Hauman that the Bills and Payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.

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

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

Nays: None.

Motion carried.

RECOMMENDATION/MOTION: That the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.

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

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

FINANCIAL IMPACT: Total disbursements to be approved \$5,327,220.50. (Payroll total \$2,304,383.71 and Accounts Payable total \$ 2,882,531.69).

Respectfully submitted for Council consideration.

Prepared by: Patti-Lynn Silva, Director of Finance

Recommended by:

David Hales
City Manager

The following was presented:

Item 7C: Consideration of approving an Appointment to the Cultural District Commission.

Motion by Alderman Painter, seconded by Alderman Hauman that Kiasha Henry be appointed to the Cultural District Commission.

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

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

Nays: None.

Motion carried.

RECOMMENDATION/MOTION: That Kiasha Henry be appointed 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: ask your concurrence in the appointment of:

Kiasha Henry of 702 W Mill Street, Bloomington, IL 61701 to the Cultural District Commission. Her three (3) year term will be 5/1/15 – 4/30/18. 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,

Prepared by: M. Beth Oakley, Executive Asst.

Recommended by:

Tari Renner
Mayor

The following was presented:

Item 7D: Consideration of clarifying designed of terms of appointment for the Library Trustees Appointed in April 2014. PULLED FROM THE CONSENT AGENDA

RECOMMENDATION/MOTION: That the following designated terms of the Library Trustees appointed in April 2014 be approved and the records of the City be corrected to reflect said terms: (1) Brittany Cornell (5/1/14 – 4/30/17); (2) Monica Brigham (subsequently replaced by Van Miller) (4/14/14 – 4/30/16); (3) Susan O’Rourke (5/1/14 – 4/30/17); and (4) Whitney Thomas (4/14/14 – 4/30/17).

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

BACKGROUND:

In the spring of 2014, there were four positions in need of appointment on the Library Board. On April 14, 2014, Brittany Cornell was re-appointed to a three-year term. At that same meeting, the Council Memo showed Whitney Thomas and Monica Brigham being appointed to three-year terms. A fourth name was submitted for a three-year term, but that name was withdrawn. Accordingly, on April 28, 2014, the fourth appointment was made, namely Susan O’Rourke. The Council Memo for this appointment also shows a three-year appointment.

Notwithstanding that all four appointments made in April 2014 were shown on the Council Memos as three-year appointments, one of the appointments was only to fill the remainder of Joni Painter’s term and should have shown an expiration of April 30, 2016. Accordingly, one of the individuals appointed in April 2014 must be given a term ending April 30, 2016.

To clarify the terms of appointment, the Mayor desires to designate the terms as follows:

TRUSTEE	TERM EXPIRATION
Brittany Cornell	4/30/17

Monica Brigham (subsequently replaced by Van Miller)	4/30/16
Susan O'Rourke	4/30/17
Whitney Thomas	4/30/17

FINANCIAL IMPACT: None

Respectfully submitted for Council consideration.

Prepared by: M. Beth Oakley, Executive Assistant

Recommended by:

Tari Renner, Mayor

The following was presented:

Item 7E: Consideration of approving the renewal of the 2004 Variable Bond Repurchase Agreement.

Motion by Alderman Painter, seconded by Alderman Hauman the renewal agreement for the 2004 Bond Repurchase be approved and authorize the Mayor and City Clerk to execute all necessary documents.

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

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

Nays: None.

Motion carried.

RECOMMENDATION/MOTION: That the renewal agreement for the 2004 Bond Repurchase be approved and authorize the Mayor and City Clerk to execute all necessary documents.

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

BACKGROUND: This stand by repurchase agreement with JP Morgan is a guarantee for the remarketing of our 2004 variable rate bonds. Variable rate bonds can be redeemed by an investor anytime and need to be re-sold or re-marketed to achieve a long term investment. JP Morgan buys back bonds that cannot be re-marketed guarantying the investment. The City investment in the variable rate instrument has provided approximately \$3.0 million in interest rate savings while interest rates are at a historical low. The current agreement expires in October of this year. Without a standby repurchase agreement in place, the City runs the risk of paying for redeemed bonds which could be up to the outstanding principal estimated at \$8,977,875.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: JP Morgan Bank is paid 65 basis points on the outstanding principal balance quarterly estimated at \$58,000 for FY2016 and are budgeted in the 2004 Multi-Project Bond Redemption-Other Purchased Services account (30620620-70690). Stakeholders can locate this in the FY 2016 Proposed Budget Book titled “Other Funds & Capital Improvement Program” on page 67. JP Morgan fees were \$55,131.41 in FY2015.

Respectfully submitted for Council consideration.

Prepared by: Patti-Lynn Silva, Finance Director

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

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:

David Hales
City Manager

The following was presented:

Item 7F: Consideration of review and analysis of Bids and Approval of a Contract with George Gildner, Inc. in the amount of \$350,000 for Emergency Utility Repair FY 2016 (Bid #2016-09).

Motion by Alderman Painter, seconded by Alderman Hauman that the unit prices and Contract with George Gildner, Inc. for Emergency Utility Repair FY 2016 through Bid #2016-09 in the amount of \$350,000 be approved, and authorize the Mayor and City Clerk to execute the necessary documents.

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

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

Nays: None.

Motion carried.

RECOMMENDATION: That the unit prices and Contract with George Gildner, Inc. for Emergency Utility Repair FY 2016 through Bid #2016-09 in the amount of \$350,000 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 and sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 2c. Functional, well maintained sewer collection system and 5a. Well planned City with necessary services and infrastructure.

BACKGROUND: This contract includes sanitary sewer, storm sewer, force main, pump station, water main, and other City utility repairs that are emergencies. This work is beyond the capability of City crews due to the lack of necessary equipment or manpower. The budget for the Emergency Utility Repair FY 2016 contract is \$350,000. A list of projects completed and in progress under the previous fiscal year contract is attached.

Bids for the Emergency Utility Repair FY 2016 contract were received until 1:30 p.m. Monday, July 13, 2015, in the office of the City Clerk. Two (2) bids were received and opened in the City Council Chambers. A bid tabulation is attached. Since the project involves maintenance of City utilities throughout the current fiscal year and all maintenance locations are not currently known, a contract for the entire budget amount will be awarded.

George Gildner, Inc.	\$ 274,500.00	Low Bid
Stark Excavating, Inc.	\$ 278,625.00	

Budget

Storm Water	\$ 100,000.00
Sanitary Sewer	\$ 200,000.00
Water	<u>\$ 50,000.00</u>
Total Budget	\$ 350,000.00

The number of bidders for this project increased from one (1) in FY 2015 to two (2) in FY 2016. The table below outlines differences in the hourly rates received in FY 2016 and FY 2015. As shown, several of the low bidder hourly rates were reduced, thereby providing an economic benefit to the City.

<u>Labor / Item</u>	<u>FY 2016 Hourly Rate *</u>	<u>FY 2015 Hourly Rate *</u>	<u>Difference (FY16 - FY 15)</u>
Cement Mason	\$67.00	\$65.00	\$2.00
Laborer	\$71.00	\$73.25	-\$2.25
Operating Engineer	\$81.00	\$90.00	-\$9.00
Plumber	\$80.00	\$75.00	\$5.00
Truck Driver	\$58.00	\$72.00	-\$14.00

* Hourly Rates are those of the Low Bidder.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on June 29 and July 6, 2015, and a pre-bid meeting was held at 10:00 a.m. on July 6, 2015, in the Public Works Department Conference Room.

FINANCIAL IMPACT: The City has \$350,000 included in the FY 2016 Budget for Emergency Utility Repair. \$50,000 is included in the Water Transmission & Distribution-Repair/Maintenance Infrastructure Account (50100120-70550), \$200,000 in the Sanitary Sewer-Emergency Sanitary Sewer Account (51101100-70551) and \$100,000 in the Storm Water-Emergency Storm Sewer Account (53101100-70552). Stakeholders can locate these in the FY 2016 Proposed Budget Book titled “Other Funds & Capital Improvement Plan” on pages 100, 112 and 119 respectively.

Respectfully submitted for Council consideration.

Prepared by: Robert D. Yehl, P.E., Assistant City Engineer

Reviewed by: Jim Karch, P.E., CFM, Director of Public Works
Steve Rasmussen, ICMA-CM, Assistant City Manager

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

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:

David Hales
City Manager

The following was presented:

Item 7G: Consideration of review and analysis of Bids and Approval of a Contract with Bodine Electric of Decatur in the amount of \$50,000 for Emergency Traffic Signal Repair FY 2016 (Bid #2016-11). PULLED FROM THE CONSENT AGENDA.

RECOMMENDATION/MOTION: That the unit prices and Contract with Bodine Electric of Decatur for Emergency Traffic Signal Repair FY 2016 through Bid #2016-11 in the amount of \$50,000 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 and sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 2a. Better quality roads and sidewalks and 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: This contract includes traffic signal mast arm, controller and other signal equipment repairs or replacements that are emergencies, and other related emergency work on City electric and traffic signal facilities. Emergencies primarily include signal equipment

damage or knockdowns from accidents or storms. This work is beyond the capability of City crews due to the lack of necessary equipment or manpower. The budget for the Emergency Traffic Signal Repair FY 2016 contract is \$50,000. A list of projects completed and in progress under the previous fiscal year contract is attached.

Bids for the Emergency Traffic Signal Repair FY 2016 contract were received until 1:30 p.m. Monday, July 13, 2015, in the office of the City Clerk. Two (2) bids were received and opened in the City Council Chambers. A bid tabulation is attached. Since the project involves maintenance of City utilities throughout the current fiscal year and all maintenance locations are not currently known, a contract for the entire budget amount will be awarded.

The addenda issued for this project indicates the requirement for prospective bidders to sign and return acknowledgment of receipt of the addenda to the City prior to submission of their proposal and to include a signed complete copy of the addendum in their proposal submission. The addenda further indicates that failure to perform either of these may be grounds for rejection of the prospective bidder's proposal.

The proposal submitted by Bodine Electric of Decatur did not include a complete copy of the addenda as required and outlined in the project instruction to bidders and within the addenda itself. Bodine Electric of Decatur submitted their addendum acknowledgement via email to City staff prior to the proposal submittal date. Given that Bodine Electric of Decatur submitted acknowledgement of the addenda prior to the proposal submittal date and that the addenda only provided general information, Staff recommends waiving the technicality associated with Bodine of Decatur not submitting complete copies of the addendum in their proposal booklets.

Bodine Electric of Decatur	\$ 23,001.75	Low Bid
Champaign Signal and Lighting	\$ 25,175.00	
Budget	\$ 50,000.00	

The number of bidders for this project increased from one (1) in FY 2015 to two (2) in FY 2016, including a company that had not previously submitted a bid for a City project. The table below outlines differences in the hourly rates received in FY 2016 and FY 2015. As shown, one of the low bidder hourly rates was reduced, thereby providing an economic benefit to the City.

<u>Labor / Item</u>	<u>FY 2016 Hourly Rate *</u>	<u>FY 2015 Hourly Rate *</u>	<u>Difference (FY16 - FY 15)</u>
Electrician	\$115.00	\$160.00	-\$45.00
Laborer	\$0.01	\$0.01	\$0.00
Operating Engineer	\$0.01	\$0.01	\$0.00
Truck Driver	\$0.01	\$0.01	\$0.00

* Hourly Rates are those of the Low Bidder.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on June 29 and July 6, 2015, and a pre-bid meeting was held at 10:00 a.m. on July 6, 2015, in the Public Works Department Conference Room.

FINANCIAL IMPACT: The City has \$50,000 included in the FY 2016 Budget for Emergency Traffic Signal Repair in the Engineering-Contracted Traffic Signal Account (10016210-70662). Stakeholders can locate this in the FY 2016 Proposed budget Book titled “Budget Overview & General Fund” on page 304.

Respectfully submitted for Council consideration.

Prepared by: Robert D. Yehl, Assistant City Engineer

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

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

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:

David Hales
City Manager

The following was presented:

Item 7H: Consideration of review and analysis of Bids and Approval of a Contract with Bodine Electric of Decatur in the amount of \$150,000 for Traffic Signal Maintenance FY 2016 (Bid #2016-10). PULLED FROM THE CONSENT AGENDA

RECOMMENDATION/MOTION: That the unit prices and Contract with Bodine Electric of Decatur for Traffic Signal Maintenance FY 2016 through Bid #2016-10 in the amount of \$150,000 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 and sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objectives 2a. Better quality roads and sidewalks and 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: This contract includes traffic signal mast arm, controller and other signal equipment repairs or replacements that are not emergencies and other work on City electric and traffic signal facilities. This work is beyond the capability of City crews due to the lack of necessary equipment or manpower. The budget for the Traffic Signal Maintenance FY 2016 contract is \$150,000. A list of projects completed and in progress under the previous fiscal year contract is attached.

Bids for the Traffic Signal Maintenance FY 2016 contract were received until 1:30 p.m. Monday, July 13, 2015, in the Office of the City Clerk. Two (2) bids were received and opened in the City Council Chambers. A bid tabulation is attached. Since the project involves maintenance of City utilities throughout the current fiscal year and all maintenance locations are not currently known, a contract for the entire budget amount will be awarded.

The addenda issued for this project indicates the requirement for prospective bidders to sign and return acknowledgment of receipt of the addenda to the City prior to submission of their proposal and to include a signed complete copy of the addendum in their proposal submission. The addenda further indicates that failure to perform either of these may be grounds for rejection of the prospective bidder's proposal.

The proposal submitted by Bodine Electric of Decatur did not include a complete copy of the addenda as required and outlined in the project instruction to bidders and within the addenda itself. Bodine Electric of Decatur submitted their addendum acknowledgement via email to City staff prior to the proposal submittal date. Given that Bodine Electric of Decatur submitted acknowledgement of the addenda prior to the proposal submittal date and that the addenda only provided general information, Staff recommends waiving the technicality associated with Bodine of Decatur not submitting complete copies of the addendum in their proposal booklets.

Bodine Electric of Decatur	\$ 60,005.00	Low Bid
Champaign Signal and Lighting	\$ 69,500.50	

Budget	\$ 150,000.00
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The number of bidders for this project increased from one (1) in FY 2015 to two (2) in FY 2016, including a company that had not previously submitted a bid for a City project. The table below outlines differences in the hourly rates received in FY 2016 and FY 2015. As shown, one of the low bidder hourly rates was reduced, thereby providing an economic benefit to the City.

<u>Labor / Item</u>	<u>FY 2016 Hourly Rate *</u>	<u>FY 2015 Hourly Rate *</u>	<u>Difference (FY16 - FY 15)</u>
Electrician	\$100.00	\$145.00	-\$45.00
Laborer	\$0.01	\$0.01	\$0.00
Operating Engineer	\$0.01	\$0.01	\$0.00
Truck Driver	\$0.01	\$0.01	\$0.00

* Hourly Rates are those of the Low Bidder.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on June 29 and July 6, 2015, and a pre-bid meeting was held at 10:00 a.m. on July 6, 2015, in the Public Works Department Conference Room.

FINANCIAL IMPACT: The City has \$150,000 included in the FY 2016 Budget for Traffic Signal Maintenance in the Engineering-Contracted Traffic Signal Account (10016210-70662).

Stakeholders can locate this in the FY 2016 Proposed budget Book titled “Budget Overview & General Fund” on page 304.

Respectfully submitted for Council consideration.

Prepared by: Robert D. Yehl, P.E., Assistant City Engineer

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

Reviewed by: Steve Rasmussen, ICMA-CM, Assistant City Manager

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

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:
David Hales
City Manager

The following was presented:

Item 7I: Consideration of review and analysis of Bids and Approval of a Contract with George Gildner, Inc. in the amount of \$400,000 for Utility Maintenance FY 2016 (Bid #2016-08).

Motion by Alderman Painter, seconded by Alderman Hauman that the unit prices and Contract with George Gildner, Inc. for Utility Maintenance FY 2016 through Bid #2016-08 in the amount of \$400,000 be approved, and authorize the Mayor and City Clerk to execute the necessary documents.

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

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

Nays: None.

Motion carried.

RECOMMENDATION/MOTION: That the unit prices and Contract with George Gildner, Inc. for Utility Maintenance FY 2016 through Bid #2016-08 in the amount of \$400,000 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 and sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objectives 2c. Functional, well maintained sewer collection system and 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: This contract includes sanitary sewer, storm sewer, force main, pump station, water main, and other City utility repairs that are not emergencies. This work is beyond the capability of City crews due to the lack of necessary equipment or manpower. The budget for the Utility Maintenance FY 2016 contract is \$400,000. A list of projects completed and in progress under the previous fiscal year contract is attached.

Bids for the Utility Maintenance FY 2016 contract were received until 1:30 p.m. Monday, July 13, 2015, in the office of the City Clerk. Three (3) bids were received and opened in the City Council Chambers. A bid tabulation is attached. Since the project involves maintenance of City utilities throughout the current fiscal year and all maintenance locations are not currently known, a contract for the entire budget amount will be awarded.

George Gildner, Inc.	\$ 325,800.00	Low Bid
Stark Excavating, Inc.	\$ 326,965.50	
Hoerr Construction, Inc.	\$ 349,654.50	

Budget	
Storm Water	\$ 100,000.00
Sanitary Sewer	\$ 200,000.00
Water	<u>\$ 100,000.00</u>
Total Budget	\$ 400,000.00

The number of bidders for this project increased from two (2) in FY 2015 to three (3) in FY 2016. The table below outlines differences in the hourly rates received in FY 2016 and FY 2015. As shown, several of the low bidder hourly rates were reduced, thereby providing an economic benefit to the City.

<u>Labor / Item</u>	<u>FY 2016</u> <u>Hourly Rate *</u>	<u>FY 2015</u> <u>Hourly Rate *</u>	<u>Difference</u> <u>(FY16 - FY 15)</u>
Cement Mason	\$67.00	\$70.00	-\$3.00
Laborer	\$70.00	\$70.00	\$0.00
Operating Engineer	\$80.00	\$81.00	-\$1.00
Plumber	\$80.00	\$82.00	-\$2.00
Truck Driver	\$57.00	\$60.00	-\$3.00

* Hourly Rates are those of the Low Bidder.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on June 29 and July 6, 2015, and a pre-bid meeting was held at 10:00 a.m. on July 6, 2015, in the Public Works Department Conference Room.

FINANCIAL IMPACT: The City has \$400,000 included in the FY 2016 Budget for Utility Maintenance. \$100,000 is included in the Water Transmission & Distribution-Repair

/Maintenance Infrastructure Account (50100120-70550), \$200,000 in the Sanitary Sewer-Repair/Maintenance Infrastructure Account (51101100-70550) and \$100,000 in the Storm Water-Repair/Maintenance Infrastructure Account (53101100-70550). Stakeholders can locate these in the FY 2016 Proposed Budget Book titled “Other Funds & Capital Improvement Plan” on pages 100, 112 and 119 respectively.

Respectfully submitted for Council consideration.

Prepared by: Robert D. Yehl, P.E., Assistant City Engineer

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

Reviewed by: Steve Rasmussen, ICMA-CM, Assistant City Manager

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

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:

David Hales
City Manager

The following was presented:

Item 7J: Consideration of review and analysis of Bids and Approval of a Contract with George Gildner, Inc. in the amount of \$125,000 for Grading & Seeding FY 2016 (Bid #2016-12).

Motion by Alderman Painter, seconded by Alderman Hauman that the unit prices and Contract with George Gildner, Inc. for Grading & Seeding FY 2016 through Bid #2016-12 in the amount of \$125,000 be approved, and authorize the Mayor and City Clerk to execute the necessary documents.

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

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

Nays: None.

Motion carried.

RECOMMENDATION/MOTION: That the unit prices and Contract with George Gildner, Inc. for Grading & Seeding FY 2016 through Bid #2016-12 in the amount of \$125,000 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 and sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service and 5e. More attractive City: commercial areas and neighborhoods.

BACKGROUND: This contract includes grading, shaping, seeding, fertilizer application, erosion control installation and other related work on City owned properties. This work is beyond the capability of City crews due to the lack of necessary equipment or manpower. The budget for the Grading & Seeding FY 2016 contract is \$125,000. A list of projects completed and in progress under the previous fiscal year contract is attached.

Bids for the Grading & Seeding FY 2016 contract were received until 1:30 p.m. Monday, July 13, 2015, in the office of the City Clerk. Three (3) bids were received and opened in the City Council Chambers. A bid tabulation is attached. Since the project involves maintenance of City utilities throughout the current fiscal year and all maintenance locations are not currently known, a contract for the entire budget amount will be awarded.

George Gildner, Inc.	\$ 98,400.00	Low Bid
Stark Excavating, Inc.	\$ 99,386.50	
Rowe Construction	\$ 121,500.00	

Budget	
Storm Water	\$ 25,000.00
Sanitary Sewer	<u>\$ 100,000.00</u>
Total Budget	\$ 125,000.00

The number of bidders for this project remained at three (3) for both FY 2015 and FY 2016. The table below outlines differences in the hourly rates received in FY 2016 and FY 2015. As shown, one of the low bidder hourly rates was reduced, thereby providing an economic benefit to the City.

<u>Labor / Item</u>	<u>FY 2016</u> <u>Hourly Rate *</u>	<u>FY 2015</u> <u>Hourly Rate *</u>	<u>Difference</u> <u>(FY16 - FY 15)</u>
Laborer	\$70.00	\$70.00	\$0.00
Operating Engineer	\$81.00	\$81.00	\$0.00
Truck Driver	\$57.00	\$60.00	-\$3.00

* Hourly Rates are those of the Low Bidder

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on June 29 and July 6, 2015, and a pre-bid meeting was held at 10:00 a.m. on July 6, 2015, in the Public Works Department Conference Room.

FINANCIAL IMPACT: The City has \$125,000 included in the FY 2016 Budget for grading and seeding. \$100,000 is included in the Sanitary Sewer-Grading and Seeding Account (51101100-70580) and \$25,000 is included in the Storm Water-Grading and Seeding Account (53103100-70580). Stakeholders can locate these in the FY 2016 Proposed Budget Book titled “Other Funds & Capital Improvement Plan” on pages 112 and 119 respectively.

Respectfully submitted for Council consideration.

Prepared by: Robert D. Yehl, P.E., Assistant City Engineer
Reviewed by: Jim Karch, P.E., CFM, Director of Public Works

Reviewed by: Steve Rasmussen, ICMA-CM, Assistant City Manager

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

Legal review by: Jeffery R. Jurgens, Corporation Counsel
Recommended by:

David Hales
City Manager

The following was presented:

Item 7K: Consideration of approving Quad County Fire Equipment to broker the disposal of the City’s surplus 1991 Pierce Fire Truck.

Motion by Alderman Painter, seconded by Alderman Hauman that the City allow Quad County Fire Equipment to list the surplus 1991 Pierce Fire Truck on their website and sell it at the highest price possible.

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

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

Nays: None.

Motion carried.

RECOMMENDATION/MOTION: That the City allow Quad County Fire Equipment to list the surplus 1991 Pierce Fire Truck on their website and sell it at the highest price possible.

STRATEGIC PLAN LINK: Financially Sound City providing Quality Basic Services.

STRATEGIC PLAN SIGNIFICANCE: City Services delivered in the most cost-efficient manner.

BACKGROUND: A new Fire Truck was purchased and put into service in June of 2015. With the purchase of this truck unit F22 was designated as surplus. The Fire Department had Dennis Moore from Quad County Fire Equipment give the Department and estimated value of the truck. The value, \$9,000-\$12,000, is due to the condition of the vehicle. There is extensive rust on the frame of the vehicle and the aerial device needs around \$6,500 in repairs.

In accordance with City Code (Chapter 16, Section 57, Part G, Subparts 1-3) the “Purchasing Agent” may dispose of surplus City property whose value is between \$1,000.01 & \$19,999.99 without submitting a report to the City Council when one of three pre-approved methods are used. Those means of disposal are public auction, solicitation of sealed bids and the transfer to another “agency”. Alternatively, the purchasing agent may request the City Council’s authorization to dispose of the surplus property in another manner.

Because fire trucks are specialized vehicles, and in the opinion of the staff, that every effort should be made to get the most money for a used vehicle. Quad County has been able to sell the last two trucks we have placed on the surplus list with a satisfactory price and in a reasonable amount of time. Staff believes that this is the most prudent route to dispose of the vehicle.

It is Staff recommendation that the City “listed” the apparatus with Quad County for a period of 60 days and if at the end of that time the truck has not been sold, the Procurement Manager is authorized to undertake any needed actions to dispose of the apparatus in a reasonable manner. A report of activities undertaken in that regard will be provided to the City Manager.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None.

FINANCIAL IMPACT: Additional revenue for the General Fund in the amount of \$9,000-\$12,000 is possible.

Respectfully submitted for Council consideration.

Prepared by: Les Siron, Deputy Chief of Operations

Reviewed by: Rob Krones, Superintendent of Fleet Maintenance
Jim Karch, PE CFM, Director of Public Works

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

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

The following was presented:

Item 7L: Consideration of approving an Agreement for Regional Planning Services with McLean County Regional Planning Commission (MCRPC) in the amount of \$54,212.00. PULLED FROM THE CONSENT AGENDA.

RECOMMENDATION/MOTION: That the Agreement with the McLean County Regional Planning Commission (MCRPC) for the Regional Planning Services Agreement in the amount of \$54,212.00 be approved, and authorize the Mayor and City Clerk to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1e. Partnering with others for the most cost-effective service delivery.

BACKGROUND: The McLean County Regional Planning Commission has been providing long term planning for the City of Bloomington, Town of Normal and McLean County for many years. Their functions include such things as long range transportation needs, comprehensive plans, public mapping services, etc. The three government entities as well as state and federal grants provide the operational funding for the commission.

Over the past several years, the City has seen its contribution to the McLean County Regional Planning Commission fluctuate, which has included two past fiscal years (2009 and 2010) where no payment was required (the Commission used some of its reserves to lessen the financial burden of the City, Town and County in the slow economy). For FY 2016, the McLean County Regional Planning Commission set the City's contribution at \$54,212.00.

<u>Fiscal Year</u>	<u>City Contribution</u>
FY 2009	\$0
FY 2010	\$0
FY 2011	\$23,023
FY 2012	\$24,244
FY 2013	\$23,239
FY 2014	\$27,868
FY 2015	\$55,457
FY 2016	\$54,212

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable

FINANCIAL IMPACT: The FY 2016 Budget appropriated \$62,000 in the Planning-To McLean County Regional Planning Account (10015420-75025) of the Community Development Department. Stakeholders can locate this in the FY 2016 Proposed Budget Book titled “Budget Overview & General Fund” on page 257. The payment is \$7,788 less than the appropriation or 12.5% below budget.

Respectfully submitted for Council consideration.

Prepared by: Nancy Tague, Office Manager of Community Development

Reviewed by: Tom Dabareiner AICP, Community Development Director

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

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

The following was presented:

Item 7M: Consideration of approving an Agreement for Animal Control Warden Services with McLean County Board of Health in the amount of \$103,440.

Motion by Alderman Painter, seconded by Alderman Hauman that the agreement with McLean County Board of Health in the amount of \$103,440; payable at \$8,620 per month for animal warden services be approved and authorize the Mayor and City Clerk to execute the necessary documents.

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

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

Nays: None.

Motion carried.

RECOMMENDATION/MOTION: That the agreement with McLean County Board of Health in the amount of \$103,440; payable at \$8,620 per month for animal warden services be approved and authorize the Mayor and City Clerk to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: A partnership with Animal Control will provide cost effective service delivery to the citizens.

BACKGROUND: For the past several years, an intergovernmental agreement has been in effect between the City of Bloomington and McLean County Board of Health whereby the Board of Health assumes all responsibilities for the duties of animal control on a 24-hour a day basis within the corporate limits of the City of Bloomington and will enforce all Illinois animal control laws and City Ordinances relating to animals. The Town of Normal has a similar agreement for these services. Specific services and conditions are outlined in the attached intergovernmental agreement. The agreement reflects a 2% increase. The total for the year is \$103,440, payable at \$8,620 a month.

This intergovernmental agreement is renewable on a year to year basis and will be in effect from May 1, 2015 through April 30, 2016, and renewable on May 1st of each additional year.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None.

FINANCIAL IMPACT: Stakeholders can locate this in the FY 2016 Proposed Budget Book titled "Budget Overview & General Fund" on page 211 under the Police Administration-Other Purchased Services Account (10015110-70690).

Respectfully submitted for Council consideration.

Prepared by: Marsha Ulrich, Office Manager, Police Department

Reviewed by: Kenneth Bays, Assistant Chief of Police

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

Legal review by: Angela Fyans-Jimenez, Deputy Corporation Counsel

Recommended by:

David A. Hales
City Manager

Item 7N: Consideration of approving an Agreement with McLean County Board of Health for Animal Shelter in the amount of \$36,255.

Motion by Alderman Painter, seconded by Alderman Hauman that the Agreement with McLean County Board of Health for use of the McLean County Animal Shelter in the

amount of \$36,255, payable monthly in the amount of \$3,021 and authorize the Mayor and City Clerk to execute the necessary documents.

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

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

Nays: None.

Motion carried.

RECOMMENDATION/MOTION: That the Agreement with McLean County Board of Health for use of the McLean County Animal Shelter in the amount of \$36,255, payable monthly in the amount of \$3,021 and authorize the Mayor and City Clerk to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: A partnership with McLean County Animal Shelter will provide cost effective service delivery to the citizens.

BACKGROUND: For the past several years the city of Bloomington and the McLean County Health Department have had an agreement wherein the County Board of Health provides shelter for stray animals. The Town of Normal has a similar agreement. The present contract expired April 30, 2015.

For the period May 1, 2015 through April 30, 2016, the proposed contract by the McLean County Board of Health is \$36,255, a 2% increase payable monthly at \$3,021.

This agreement is renewable on a year to year basis and will be in effect from May 1, 2015 through April 30, 2016, and renewable on May 1st of each additional year.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None.

FINANCIAL IMPACT: Stakeholders can locate this in the FY 2016 Proposed Budget Book titled "Budget Overview & General Fund" on page 211 under the Police Administration-Other Purchased Services Account (10015110-70690).

Respectfully submitted for Council consideration.

Prepared by:	Marsha Ulrich, Office Manager, Police Department
Reviewed by:	Kenneth Bays, Assistant Chief of Police

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

Legal review by:

Angela Fyans-Jimenez, Deputy Corporation Counsel

Recommended by:

David A. Hales
City Manager

The following was presented:

Item 7O: Consideration of approving the purchase of one (1) Emergency Response Vehicle for the Fire Department using the Suburban Purchasing Cooperative Contract Number 122 from Currie Motors, Frankfort, IL in the amount of \$34,352.00.

Motion by Alderman Painter, seconded by Alderman Hauman that the City purchase one (1) 2016 Ford Utility Police Interceptor using the Suburban Purchasing Cooperative Contract Number 122 from Currie Motors, Frankfort, IL in the amount of \$34,352.00 for the Fire Department be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

RECOMMENDATION/MOTION: That the City purchase one (1) 2016 Ford Utility Police Interceptor using the Suburban Purchasing Cooperative Contract Number 122 from Currie Motors, Frankfort, IL in the amount of \$34,352.00 for the Fire Department be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 4 – City Services delivered in the most cost-effective, efficient manner.

BACKGROUND: Currently there is a 2005 Mitsubishi Endeavor to be replaced in this Fiscal Year Budget. This unit has 57,255 miles on it at this time. Normal replacement is 10 years or 100,000 miles. This unit is used as a first responding vehicle to provide emergency service. The unit has high idle time that causes more engine wear and needs to be replaced at the 10 year time period. Staff recommends the pursuit rated vehicle because of its heavy duty design features. It has a Safety Canopy with Roll Over Sensor and Roll Curtain Air bag, Anti-Lock brakes with Advanced Trac and Traction Control. The unit is equipped with external engine oil cooler to extend component life. Total maintenance cost for the Endeavor is \$9,911.64 to date. Staff will

move the Endeavor in to the Motor Pool to be used for travel and training to replace a 2000 Ford Crown Vitoria. Staff respectfully requests to have the replaced unit declared surplus and be sold on public auction at Publicsurplus.com it is expected to be worth \$1,200.00.

The Suburban Purchasing Cooperative is a joint purchasing program sponsored by the Northwest Municipal Conference (NWMC), DuPage Mayors & Managers Conference (DMMC) South Suburban Mayors and Managers Association (SSMMA), and Will County Governmental League (WCGL). Together the SPC represents 156 municipalities and townships in northeastern Illinois. The following entities are eligible to participate in the SPC joint purchasing programs: Municipalities, Townships, Counties, Fire Protection Districts, Park Districts, Libraries, School Districts and Non-Profit Organizations. The SPC exemplifies the benefits of intergovernmental cooperation on a regional basis.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: This is budgeted in the FY 2016 Capital Lease – Licensed Vehicles account (40110133-72130). Stakeholders can locate this in the FY 2016 Proposed Budget Book titled “Other Funds & Capital Improvement Program” on pages 79 & 81.

Respectfully submitted for Council consideration.

Prepared by: Rob Krones, Superintendent of Fleet Maintenance
Eric Vaughn, Deputy Chief of Administration

Reviewed by: Brian Mohr, Fire Chief
Jim Karch, PE CFM, Public Works Director

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

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:

David Hales
City Manager

The following was presented:

Item 7P: Consideration of approving an Ordinance Amendment to Chapter 29, Article XXI, Section 180 of the City Code Pertaining to the Major Butler Lot, and the related Lease Agreement.

Motion by Alderman Painter seconded by Alderman Hauman that the Ordinance Amendments to Chapter 29 of the City Code be adopted, the Lot Use and Lease Agreements be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

RECOMMENDATION/MOTION: That the Ordinance Amendments to Chapter 29 of the City Code be adopted, the Lot Use and Lease Agreements be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: The existing City Code provisions provide for limited free parking within the Major Butler Parking Lot. A few nearby property and business owners have inquired about leasing spaces in the lot. To gauge the interest in leasing spaces in the lot, the Downtown Business Association assisted City Staff with an informal survey. Thirty letters were sent to adjacent and downtown property and business owners. Of the fourteen responses provided; two preferred converting the lot to monthly lease, eight indicated changing the lot from 2 to 4 hours of free parking, two indicated retain current conditions and two indicated no interest. The complete survey and results are attached. Staff also performed a lot utilization evaluation for a two week time period in April. The number of vehicles parked in the lot at 10:00 am and 2:00 pm were recorded. Results of the evaluation are attached and indicate that the lot is under-utilized. Based on the survey and utilization results, staff is recommending that spaces at the north end of the lot be made available for lease and the time limit for free parking in the remainder of the lot be increased to 4 hours. A map of the downtown public parking facilities is attached and additional downtown parking information is provided in the Parking Policy Framework, Section IV, of the Downtown Bloomington Strategy located at <http://www.cityblm.org/modules/showdocument.aspx?documentid=6034>

The lot is also used for events held at the U.S. Cellular Coliseum in accordance with various contracts and practices of Central Illinois Arena Management. Parking fees are charged for many of these events which also generates revenue for the City. To avoid conflicts and document coordination responsibilities, the attached Use Agreement and Lease Agreement have been created. Execution of the Use Agreement, approval of the Lease Agreement and adoption of the City Code Amendment are necessary to proceed.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Central Illinois Arena Management, Downtown Business Association and Adjacent Downtown Business and Property Owners.

FINANCIAL IMPACT: Lease of the spaces at the north end of the lot will generate revenue for the City. Currently, the lease of five spaces have been requested which will generate \$3,000

annually. The lease of all eighteen spaces at the north end of the lot would provide an annual revenue of \$10,800. Revenue from the lease of the spaces will be recorded in the Parking-Monthly Parking Fees Account (10015490-54520). Stakeholders can locate this account in the FY 2016 Proposed Budget Book titled “Budget Overview & General Fund” on page 279.

Respectfully submitted for Council consideration.

Recommended by:

Prepared by: Russell Waller, P.E., Facilities Manger

Reviewed by: Stephen Rasmussen, Assistant City Manager

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

Legal review by: Jeffery R. Jurgens, Corporation Counsel

David Hales
City Manager

Item 7P: Consideration of approving an Ordinance Amendment to Chapter 29, Article XXI, Section 180 of the City Code Pertaining to the Major Butler Lot, and the related Lease Agreement.

Motion by Alderman Painter, seconded by Alderman that the Ordinance Amendments to Chapter 29 of the City Code be adopted, the Lot Use and Lease Agreements be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented.

RECOMMENDATION/MOTION: That the Ordinance Amendments to Chapter 29 of the City Code be adopted, the Lot Use and Lease Agreements be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: The existing City Code provisions provide for limited free parking within the Major Butler Parking Lot. A few nearby property and business owners have inquired about leasing spaces in the lot. To gauge the interest in leasing spaces in the lot, the Downtown Business Association assisted City Staff with an informal survey. Thirty letters were sent to adjacent and downtown property and business owners. Of the fourteen responses provided; two preferred converting the lot to monthly lease, eight indicated changing the lot from 2 to 4 hours of free parking, two indicated retain current conditions and two indicated no interest. The complete survey and results are attached. Staff also performed a lot utilization evaluation for a two week time period in April. The number of vehicles parked in the lot at 10:00 am and 2:00 pm were recorded. Results of the evaluation are attached and indicate that the lot is under-utilized. Based on the survey and utilization results, staff is recommending that spaces at the north end of the lot be made available for lease and the time limit for free parking in the remainder of the lot be increased to 4 hours. A map of the downtown public parking facilities is attached and additional downtown parking information is provided in the Parking Policy Framework, Section IV, of the Downtown Bloomington Strategy located at <http://www.cityblm.org/modules/showdocument.aspx?documentid=6034>

The lot is also used for events held at the U.S. Cellular Coliseum in accordance with various contracts and practices of Central Illinois Arena Management. Parking fees are charged for many of these events which also generates revenue for the City. To avoid conflicts and document coordination responsibilities, the attached Use Agreement and Lease Agreement have been created. Execution of the Use Agreement, approval of the Lease Agreement and adoption of the City Code Amendment are necessary to proceed.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Central Illinois Arena Management, Downtown Business Association and Adjacent Downtown Business and Property Owners.

FINANCIAL IMPACT: Lease of the spaces at the north end of the lot will generate revenue for the City. Currently, the lease of five spaces have been requested which will generate \$3,000 annually. The lease of all eighteen spaces at the north end of the lot would provide an annual revenue of \$10,800. Revenue from the lease of the spaces will be recorded in the Parking-Monthly Parking Fees Account (10015490-54520). Stakeholders can locate this account in the FY 2016 Proposed Budget Book titled "Budget Overview & General Fund" on page 279.

Respectfully submitted for Council consideration.

Prepared by: Russell Waller, P.E., Facilities Manger

Reviewed by: Stephen Rasmussen, Assistant City Manager

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

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Item 7Q: Consideration of adoption of an ordinance for Case No. V-01-15 petition requesting the approval of a vacation of a public alley and to retain a public utility easement which is located at west of Linden Street, north of Empire Street residential properties.

Motion by Alderman Painter, seconded by Alderman Hauman that an ordinance for Case V-01-15 for the vacation of a public alley and to retain a public utility easement for land located west of Linden Street, north of Empire Street residential properties.

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

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

Nays: None.

Motion carried.

The following was presented.

RECOMMENDATION/MOTION: Adopt an ordinance for Case V-01-15 for the vacation of a public alley and to retain a public utility easement for land located west of Linden Street, north of Empire Street residential properties.

STRATEGIC PLAN LINK: The alley vacation is linked to Goal 1, Financially Sound City Providing Quality Basic Services, Objective D, and City services delivered in a most cost-effective, efficient manner.

STRATEGIC PLAN SIGNIFICANCE: The vacation will facilitate the objective of providing cost-effective and efficient city services by not having to administer ownership and control of the alley when the alley is not used for public access to the adjacent properties.

BACKGROUND:

The City of Bloomington desires to vacate a north-south alley and retain an easement in the same location for utilities. The alley has residential homes to the east and north across Emerson Street. West of the alley the land is heavily wooded and adjacent to the Constitutional Trail. The ownership of the alley will be transferred just to the residential land owners to the east. No land will be transferred to the land owner to the west since it is right of way for the Constitutional Trail. This alley continues to the south where it is not part of this petition but is part of another alley vacation petition. This separate petition is also being requested at this same meeting.

The alley is not used for access to a public street. The homes east of the alley have driveway access to Linden Street. The alley is only used for private utilities and there is a request to retain a utility easement. The easement being retained will allow the utility companies to continue the operation and maintenance of their utilities. Thus the utility companies were not contacted in this case.

The vacation of streets and alleys is governed by the Illinois Municipal Code. Specifically, Section 11-91-1 of the Illinois Municipal Code allows the corporate authorities to vacate any street or alley when it is deemed to be in the public interest. This must be done by ordinance and passed by an affirmative vote of three-fourths of the alderman then holding office. Accordingly, a vote of 7 is required for passage of the ordinance to vacate the property. In addition, Section 11-91-1 provides the ordinance vacating may provide it shall not become effective until the abutting property owner pays compensation in an amount, as determined by the corporate authorities, to be the fair market value of the property acquired or of the benefits which will accrue to them by reason of the vacation.

In this case, the City is the petitioner seeking to vacate the alley. In such situations, the City does not seek compensation for the vacation. Regardless, the property being vacated is situated in such a manner that it would little benefit to the adjoining property owners.

PLANNING COMMISSION

This case was before the Planning Commission for a public hearing and review on May 27, 2015. Staff explained how the alley is not used for access and the assessor's office has indicated there will not be an increase in property values when the land is added to the residential properties. Two citizens inquired about as to property values and restrictions to the alley. Staff explained no permanent structures would be allowed but a fence, patio, or garden would be allowed. No one else from the public spoke regarding the petition. The Planning Commission voted to recommend approval of the vacation by a vote of 9-0. This recommendation is consistent with staff's position.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:

Public notice was published in the Pantagraph in accordance with City Code. In accordance with City Code, courtesy copies of the Public Notice were mailed to approximately 17 adjacent property owners. In addition a public notice/identification sign was posted on the property.

FINANCIAL IMPACT:

If the alley vacation is approved, there should be no change in city revenues but a slight decrease in the cost of providing services.

Respectfully submitted for Council consideration.

Prepared by: Mark Woolard, City Planner

Reviewed by: Tom Dabareiner, Director of Community Development

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst

Carla A. Murillo, Budget Manager

Legal review by:

Jeffery R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

The following was presented.

Item 7R: Consideration of adoption of an ordinance for Case No. V-02-15 petition requesting the approval of a vacation of a public alley located west of Linden Street and North of Empire Street commercial properties.

Motion by Alderman Painter, seconded by Alderman Hauman, that Council adopt an ordinance for Case V-02-15 for the vacation of a public alley for land located west of Linden Street, north of Empire Street commercial properties.

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

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

Nays: Alderman Schmidt

Motion carried.

RECOMMENDATION/MOTION: Adopt an ordinance for Case V-02-15 for the vacation of a public alley for land located west of Linden Street, north of Empire Street commercial properties.

STRATEGIC PLAN LINK: The alley vacation is linked to Goal 1, Financially Sound City Providing Quality Basic Services, Objective D, and City services delivered in a most cost-effective, efficient manner. The vacation is also linked to Goal 3, Grow the Local Economy and Objective D, Expanded Retail Businesses.

STRATEGIC PLAN SIGNIFICANCE: The vacation will facilitate the objective of providing cost-effective and efficient city services by not having to administer to ownership and control of the alley when the alley is not used for public access to the adjacent property. The vacation will facilitate the objective of expanded retail businesses by allowing a business to more fully use the property without the awkward location of the public alley.

BACKGROUND: Lextel, Inc. desires to vacate an alley that runs north-south and east-west. The alley to be vacated is nearly surrounded by the petitioner's own property. The vacation of the alley only impacts the petitioner who does not need the alley for access as there is direct access to Linden Street to the east and Empire Street to the south. This alley continues to the

north where it is not part of this petition but is part of another alley vacation petition requested by the City of Bloomington. This separate petition is also being requested at this same meeting.

There are no public utilities in the alley. The utility companies have responded to a request for comments. Frontier North Inc., Comcast, Nicor, Corn Belt Energy, all have no objections to the vacation. Ameren stated they do not have any objections to the vacation but they do have facilities in the alley. They stated the facilities are currently not serving anyone and they can remove such but at the petitioner's expense.

The vacation of streets and alleys is governed by the Illinois Municipal Code. Specifically, Section 11-91-1 of the Illinois Municipal Code allows the corporate authorities to vacate any street or alley when it is deemed to be in the public interest. This must be done by ordinance and passed by an affirmative vote of three-fourths of the alderman then holding office. Accordingly, a vote of 7 is required for passage of the ordinance to vacate the property. In addition, Section 11-91-1 provides the ordinance vacating may provide it shall not become effective until the abutting property owner pays compensation in an amount, as determined by the corporate authorities, to be the fair market value of the property acquired or of the benefits which will accrue to them by reason of the vacation.

Current staff policy is to determine the fair market value of property to be vacated by utilizing a formula of 3 times the estimated assessed land valuation (per square foot) of the adjoining property times the square feet of the area to be vacated ($3 \times \text{Land EAV} \times \text{Sq. Ft.}$). City staff brought an initial draft of a Street & Alley Vacation Policy to the City Council in July 2014. This policy has since been updated to reflect comments previously made by the Council and is recommended for adoption at a future meeting.

In this case, the parcel contains 1.781 acres and the land EAV is \$17,698 (or \$53,094 when multiplied by 3). This creates a square foot price of \$.68. Staff estimates the portion to be vacated at 6,090 square feet. The compensation under the formula would therefore be \$4,167 and staff recommends same as the fair market value of the property being vacated.

PLANNING COMMISSION: This case was before the Planning Commission for a public hearing and review on May 27, 2015. Staff explained how the alley is not used for access to a public street and the petitioner owns the adjacent land. The petitioner's attorney spoke and explained how the alley is useless and any utilities in there are not being used. No one else from the public spoke regarding the petition. The Planning Commission voted to recommend approval of the vacation by a vote of 9-0. This recommendation is consistent with staff's position subject to payment of compensation in the amount of \$4,167.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph in accordance with City Code. In addition a public notice/identification sign was posted on the property.

FINANCIAL IMPACT: If the alley vacation is approved, there could be any increase in property taxes and a slight decrease in the cost of providing services. The City will also receive compensation for the property being vacated.

Respectfully submitted for Council consideration.

Prepared by: Mark Woolard, City Planner

Reviewed by: Tom Dabareiner, Director of Community Development

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

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales,
City Manager

The following was presented.

Item 7D: Consideration of clarifying designed of terms of appointment for the Library Trustees Appointed in April 2014.

Alderman Schmidt stated that she requested this item be pulled as the information that was provided within the council memo was in error and required clarification. She stated that the terms of office for the Trustees are as follows: (1) Brittany Cornell (5/1/14 – 4/30/17); (2) Monica Brigham (subsequently replaced by Van Miller) (4/14/14 – 4/30/16); (3) Susan O'Rourke (5/1/14 – 4/30/17); and (4) Whitney Thomas (5/1/14 – 4/30/17).

Motion by Alderman Schmidt to approve this item as amended, seconded by Alderman Painter that the terms of office for the Trustees are as follows: (1) Brittany Cornell (5/1/14 – 4/30/17); (2) Monica Brigham (subsequently replaced by Van Miller) (4/14/14 – 4/30/16); (3) Susan O'Rourke (5/1/14 – 4/30/17); and (4) Whitney Thomas (5/1/14 – 4/30/17).

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

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

Nays: None.

Motion carried.

Item 7G: Consideration of review and analysis of Bids and Approval of a Contract with Bodine Electric of Decatur in the amount of \$50,000 for Emergency Traffic Signal Repair FY 2016 (Bid #2016-11).

Item 7H: Consideration of review and analysis of Bids and Approval of a Contract with Bodine Electric of Decatur in the amount of \$150,000 for Traffic Signal Maintenance FY 2016 (Bid #2016-10).

Alderman Fruin requested to make the motion for Items 7G and 7H together as the items involves the same company.

Motion by Alderman Fruin that Items 7G and 7H be approved as presented by staff and bids awarded to Bodine Electric in Decatur for Emergency Traffic Signal Repair FY 2016 through Bid #2016-11 in the amount of \$50,000 and Traffic Signal Maintenance FY 2016 through Bid #2016-10 in the amount of \$150,000 be approved, Alderman Black seconded the motion.

Alderman Fruin stated that it is hard for the Council to understand why the City does not receive more participation from local bidders for these contracts. He referenced the two bidders who submitted a bid from Decatur and from Champaign. Alderman Fruin stated that it is his belief that there are qualified electrical contractors in the Bloomington/Normal community, McLean County that can perform this type of work. He asked whether the City's Procurement Department are doing everything that can be done to attract local bidders. He answered that the normal response is that staff is doing what they can do to attract all bidders, that companies have to be willing to submit a bid for a project to be considered. Alderman Fruin stated that we need to do more to attract local bidders to do business in Bloomington/Normal.

Mr. Hales stated that he does not know all of the specifics for electrical contractors. He understands that the community has recently lost a contractor Last Electric which was one of the bidders. Mr. Hales stated that staff do work to get the information out to the public whenever there is a City related project.

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

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

Nays: None.

Motion carried.

Item 7L: Consideration of approving an Agreement for Regional Planning Services with McLean County Regional Planning Commission (MCRPC) in the amount of \$54,212.00.

Alderman Lower stated, a number of citizens have asked him what will those funds be used for, and how much are directed to the Comprehensive Plan. He asked for clarification of the McLean County Regional Planning Commission and whether it is a federally mandated agency.

Mayor Renner replied, stating that the City has to have some agency in order to seek grants and other opportunities from. Mayor Renner provided historical facts relating to the agency and its operations.

Alderman Lower stated that like most federal agencies, there are conditions attached. He asked whether there are any conditions with this agency that the City needs to be aware of.

Mayor Renner stated that when a person or governmental entity receives grant funding, there are reporting standards that have to be adhered to.

Alderman Lower asked who was receiving these funds, how are the funds being paid out and what is it funding?

Mr. Hales commented about the question that Alderman Schmidt submitted for clarification. He stated that the City staff did provide to the Council a copy of the FY 2016 Unified Work Program for McLean County Regional Planning Commission. In essence the report highlights those projects that the County will work on during this next fiscal year. He directed the Council to review pages 6 and 7. The key issue for its operations is, the majority of the funding comes from the State of Illinois Department of Transportation. They have very significant grant and looks at specific programming that will benefit the community. Mr. Hales stated that the County is carrying the majority of the funding for this program. That, the remainder of the funds comes from each of the following: McLean County, Town of Normal and the City of Bloomington.

Mr. Hales stated that the City has been a major beneficiary of the program in the past year, because they were able to assist in paying for the Comprehensive Plan without additional funding from the City; with the exception of annual allocation of funding. This year one of the upcoming significant projects will be in the Town of Normal, as they will update their Comprehensive Plan.

Motion by Alderman Black, seconded by Alderman Schmidt that the Agreement with the McLean County Regional Planning Commission (MCRPC) for the Regional Planning Services Agreement in the amount of \$54,212.00 be approved, and authorize the Mayor and City Clerk to execute the necessary documents.

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

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

Nays: None.

Motion carried.

8. “Regular Agenda”

Item 8A: Consideration of denial of an ordinance for Case No. Z-04-15 requesting the approval of a Rezoning from R-1C, Single-Family Residence District to R-2, Mixed Residence District for the property at 1314 Fell Avenue.

Motion by Alderman Buragas, seconded by Alderman Hauman that the City Council *affirm* the recommendation of the Planning Commission to deny the request to rezone the property at 1314 Fell Avenue from R-1C to R-2.

Tom Dabareiner, Director of Community Development provided a PowerPoint Presentation related to the Denial of a Rezoning of 1314 Fell Avenue from R-1C Single-Family Residence to R-2 Mixed Use Residence. (*PowerPoint Presentation is on-file in the Clerk’s Office.*)

Alderman Buragas inquired should the Council moves forward with rezoning, would it be consistent with the recommendations that were made within the Draft Comprehensive Plan for this area.

Mr. Dabareiner stated that the Draft Comprehensive Plan keeps this area as single-family.

Alderman Schmidt stated that she appreciates an older neighborhood that has come a long way to revitalize the area. Ten years ago, she was inside of the property. She stated that this property has been vacant for over a decade. At that time, it had already started showing signs of mold, and other signs of wear. She expressed that it is often difficult to have a neighborhood when there are vacant homes on the block. The Council has an opportunity in front of them that changes the zoning; she understands the rejection of the community to deny the rezoning. She discussed the Pillsbury architecture of the area; that rezoning efforts are being proposed by someone who has a very good track record of restoration and rehabilitation of rental properties. She expressed her concern that this rezoning effort may be a missed opportunity to continue growth in this neighborhood.

Alderman Schmidt stated that she is challenging the neighbors within this community to come together to look at other options for this property.

Alderman Painter stated that she agrees totally with Alderman Schmidt comments. However, the neighbors seem to come out of nowhere to have this property to be have this property to become a multi-family unit. She echoed Alderman Schmidt’s comments that the neighbors do need to come together to look at other options for this home, and/or meet with the developers for this property.

Alderman Fruin stated that he agrees with everything that has been already stated thus far. He stated that the petitioner, Mr. Barasella has done great things for this community. It is unfortunate that the Council does not have a solution for this issue. However, if no restoration is done on this building, it will continue to decay and become an eye-sore for that neighborhood.

Mayor Renner echoed the comments of Alderman Fruin, stating that he, too, has seen some of the work performed by Mr. Barasella that his work is absolutely stunning.

Alderman Buragas stated that she is familiar with this area of the community, as all of the homes within this area were designed as single-family dwellings. That had always been the plan and the intention of this neighborhood. She stated that unfortunately this area went through a period whereby there was a policy change and the residents believed that the best way to save our older neighborhoods was to allow for the properties to be subdivided and turned into multiple dwelling apartments. She stated that with the benefit of reflection, it is not a good way save our older neighborhoods, but to hasten their demise.

Alderman Buragas stated that the neighbors in this neighborhood worked very hard to maintain their home as well as the preservation of that area by changing those policies, and to rezone it back to R-1C single-family residential community. She stated that other residents are working very hard to restore these properties back to a single-family dwelling such as the Gronemeier's and others.

Alderman Buragas stated that some of the higher unit homes have reduced in an effort to offer a higher quality product. Residents are concern with preserving the older neighborhoods, that some of the surrounding areas are on the National Registry. She stated that she has two reasons for supporting the denial of the rezoning for the following: 1) The community would be going backwards as the neighborhood has worked very hard to restore homes to single-family dwellings. If this property is permitted to rezone, it would set a precedence for others to seek the same in the future, as there is a profit to be made from rezoning these properties and making them multi-family units. 2) This is a small test for the Council with regard to the Bloomington Comprehensive Plan, as Council will be faced with these tough decisions in the future—where there will be some short term gain for the long-term good of the area.

Alderman Buragas stated that this is what the Council is seeing with this draft Bloomington Comprehensive Plan that this is the best option for this neighborhood. As provided in the draft Comprehensive Plan, the plan is to maintain the integrity of this community as a single family. She stated that the Council, as a small test, need to stick with the recommendation of the Comprehensive Plan. To put this into perspective, not everyone lives in an older neighborhood and understand how these rezoning efforts undermine the continuity and quality of life of neighborhoods; we are looking at the 'unplanned density' of multi-family housing. It is not about rental versus non-rental housing. The City has many beautiful rental unit housing opportunities within our neighborhoods that are well maintained; that is not the issue.

Alderman Buragas posed this question, for those residents that live in the suburbs. If a developer decided to place a multi-family unit dwelling in your neighborhood, how would that

make you feel when it is done in an unplanned manner. From a planning perspective, we need to plan for and integrate density and not try to retrofit it.

Alderman Lower stated that he supports the comments of other Aldermen, that this particular property would require a great deal of restoration, and does not appear to be a viable single-family unit of housing. He stated that he has had many conversations with local builders in the area including the Gronemeier's, it is unfortunate that it has sat for this length of time decaying. It is, however, the City responsibility to look at zoning concerns that the citizens bring forward.

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

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

Nays: Alderman Schmidt

Motion carried.

RECOMMENDATION/MOTION: That the City Council *affirm* the recommendation of the Planning Commission to deny the request to rezone the property at 1314 Fell Avenue from R-1C to R-2.

STRATEGIC PLAN LINK: The denial of the rezoning is linked to Goal 4, Strong Neighborhoods and Objective A, Residents feel safe in their homes and neighborhoods, and Objective C. Preservation of property/home valuations.

STRATEGIC PLAN SIGNIFICANCE: The denial of the rezoning will facilitate the above objective A. by not increasing nuisance complaints, vandalism, congestion and traffic associated with multi-family housing. The property values of a predominately single-family neighborhood will be maintained by denying rezoning.

BACKGROUND:

At the July 13, 2015 City Council Meeting, the council voted to delay this item until the July 27, 2015 Regular City Council Meeting. At its June 22, 2015 meeting, the council voted 8-0 to delay consideration of this while staff met with the petitioner to consider the range of options for the property.

RJV Properties, LLC desires the rezoning to enable the conversion of a long-vacant house to multi-family housing. The existing building is currently vacant, but more than 15 years ago it was a legal non-conforming rooming house. Legal nonconforming uses are discouraged in the Zoning Code from continuing to operate and once gone, are not permitted to return under the current code.

The property is designated low/medium density residential in the Comprehensive Plan and is inconsistent with the proposed rezoning. The existing zoning for the subject property is R-1C, as well as what is to the north, south and west. Across Fell Avenue the zoning is the less dense R-1B Single Family District. R-1B is very compatible with R-1C since both districts allow single-family and do not allow multi-family. The neighborhood use is predominately single-family. The neighborhood has eight two-family and 58 single-family residences. The neighborhood contains a single 4-unit building. Thus the requested R-2 zoning district is inconsistent with the adjacent and nearby zoning and land uses.

If approved the R-2, Mixed Residence District will be a one parcel zoning district and considered a “spot zone.” Generally a zoning district should contain multiple parcels. This is to assure more compatible land uses and cohesive neighborhoods.

There would be a negative impact to nearby uses from a potential multi-family use on the subject property. It would alter the character of the neighborhood as a predominately single-family and secondarily two-family neighborhood. The change would result in an increase in neighborhood density and could create more noise, traffic and other nuisances in the neighborhood that neighbors have properly believed would instead remain stable.

PLANNING COMMISSION

This case was before the Planning Commission for a public hearing and review on May 27, 2015. Staff explained how the rezoning is incompatible with the nearby land uses and zoning as well as create a spot zone. The petitioner explained the property’s recent history and his intention of having apartments for young professionals. Two citizens spoke in favor of the rezoning stating the previous use did not create neighborhood trouble. Six citizens spoke in opposition to and eight letters opposing the rezoning were submitted. Their comments pertained to the following: other apartment buildings have been converted to single-family and we should not go backward, the subject site was built as a single-family, and apartments are not in the interest of the neighborhood and there are other profitable options. Other opposing comments were the neighborhood is predominately single-family and if rezoned then one can do anything that is allowed in the R-2 District. They said it would be a spot zone, and it is not the fault of the neighborhood that the owner did not do his due diligence. Neighbors in opposition also stated the rezoning would diminish property values; harm the neighborhood history, beauty and cohesion; add traffic; and, create conflicts where renters are not attached to the neighborhood. The Planning Commission voted to recommend denial of the rezoning by a vote of 6-2. This recommendation is consistent with staff’s position.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:

Public notice was published in the Pantagraph in accordance with City Code. In accordance with the Zoning Code (Ordinance No. 2006-137), courtesy copies of the Public Notice were mailed to approximately 83 property owners within 500 feet. In addition, public notice/identification signs were posted on the property.

FINANCIAL IMPACT:

If the rezoning is denied there should be no change to city revenues.

Respectfully submitted for Council consideration.

Prepared by: Mark Woolard, City Planner

Reviewed by: Tom Dabareiner, Director of Community Development

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

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

The following was presented.

Item 8B: Consideration of adopting an ordinance for Case No. MPH-01-15 Petition requesting approval of a Site Plan for PMO Properties Manufactured Home Park, for the property located east of Greyhound Road approximately 220' south of E. Hamilton Road, and approximately 7.98 acres.

Motion by Alderman Sage, seconded by Alderman Hauman As recommended by City staff, deny the recommendation of the Plan Commission and request an ordinance be brought back before the City Council approving the Site Plan for PMO Properties Manufactured Home Park conditioned upon a written signed agreement be executed between the two mobile home park owners which will allow conveyance of storm water from the developing park into the already developed park as well as for maintenance for this private storm water system.

Tom Dabareiner, Director of Community Development provided a PowerPoint Presentation on this item (*PowerPoint Presentation is on file in the Clerk's Office*). He stated that this matter started out as a code enforcement matter over an unlicensed mobile home park, known as PMO Properties. Three of the four conditions were not met that were related to the license for approval of the site plan. The fourth deals with a unique circumstance. One condition was not met/three continuances were granted, the Planning Commission ultimately voted approval in a split vote despite the continuances.

He stated that the two options before the Council is: Option 1: Option 1: As recommended by the Plan Commission, adopt an ordinance for Case MPH-01-15 for a Site Plan for PMO Properties Manufactured Home Park, for the property described in Exhibit A.

Option 2: As recommended by City staff, deny the recommendation of the Plan Commission and request an ordinance be brought back before the City Council approving the Site Plan for PMO Properties Manufactured Home Park conditioned upon a written signed

agreement be executed between the two mobile home park owners which will allow conveyance of storm water from the developing park into the already developed park as well as for maintenance for this private storm water system.

Mr. Dabareiner stated that there were four conditions that the applicant would have to meet; three of which were immediately addressed in the first meeting. The final condition would address the maintenance of the drainage system that flows from the PMO Properties into retention that is located on the Cardinal Ridge property. That drainage system is private, not a public system. He explained that when a system is under one ownership, it is very clear and easy that whenever there is a problem, you would go to the one owner. A piece of the drainage system became available (uncertain as to why) and is under a new ownership; however, it relies on the exact same storm system and use of the retention area. Staff Recommendation is that the fourth condition be attached, that Council send it back to the Planning Commission with that condition to be resolved.

Mayor Renner asked Mr. Dabareiner for his recommendation on this case. Mr. Dabareiner stated that Staff's Recommendation is that Council rejects the recommendation of the Planning Commission, which was a mixed vote, and send it back to resolve the issues that remains regarding the drainage system.

Alderman Sage stated that he had a conversation with City Engineer Kevin Kothe and discussed the drainage issue. He stated that we need to have a line of sight back to both owners of the system so that the City can work with the owners.

Alderman Black stated if Council were to approve this item as the motion is presented, what would be the repercussion for the residents that live in that area.

Mr. Dabareiner stated achieving an agreement on shared maintenance concern is generally a normal process. The difficulty is when two parties do not agree. We have an existing park that does experience problems, and the engineering study confirms—the question is it working today. The City's ultimate goal is to protect the current and future residents. The City would like to see the PMO Properties developed as a mobile home park. We need to ensure that all systems are operating properly and accountability when there are concerns.

Alderman Black stated that should there be no agreement between both parties, what happens next?

Mr. Dabareiner stated that the City will then proceed with the code enforcement case that it has against the PMO Properties that formed a mobile park without having a license, nor meeting the requirements to obtain a license.

Alderman Buragas stated this is a slightly unusual situation, because the City had a comprehensive look at this due to the nature of the parcels which were once unified. Now, we have a situation whereby a smaller parcel where the infrastructure was developed thinking it was a part of the other...The typical development path, if it were a separate parcel, the storm water retention would be dealt with separately. They would be required to tap on or build a facility. She stated that the City does not have this scenario before them, and the residents are caught in

the middle of this unfortunate situation, and are at the mercy of a direct competitor of getting storm water relief. She agrees that we have an obligation to ensure that these properties are well maintained, and do not have drainage issues. However, it is troubling that the smaller development is at the mercy of the larger one that has no interest in cooperating. She asked whether the City has any regulatory power to bring both parties to the table to resolve the issue.

Mr. Dabareiner stated that the City will enforce its code as problems arise with the development. As of now, it is all in timing and protecting the current residents. PMO properties do have options but may not be financially feasible, like providing their own retention on site.

Alderman Lower inquired as to the cost to build a retention system in the mobile park. He ask whether the City would be able to assist PMO in coming to an agreement where it is financially viable for them to pursue.

Mr. Dabareiner stated an agreement would need to be reached regarding the maintenance. At that time, the case would likely be closed. However, not convinced that a conversation has taken place regarding the issue. The City has continued to work with both parties in this process rather than take the extreme measure of taking PMO to court.

Alderman Hauman stated that she had attended several Planning Commission Meetings and she does not want to see the City get into a situation where the residents of either of the mobile home parks blaming the City for water related issues.

Alderman Schmidt referenced some of the residents who spoke during public comment that they would likely be forced out of their homes. She asked whether that could occur with the current residents.

Mr. Dabareiner stated that is an entirely different process. PMO Properties is not a legal mobile home park. It does not mean that it is absent of all residential in the future. As a stand-alone mobile park it would not work under the current regulations.

Alderman Schmidt stated at some point, residents will need to leave the area that they have called home.

Mr. Dabareiner stated that there are other options and acquisitions to address the drainage issue.

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

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

Nays: None

Motion carried.

RECOMMENDATION/MOTION:

Option 1: As recommended by the Plan Commission, adopt an ordinance for Case MPH-01-15 for a Site Plan for PMO Properties Manufactured Home Park, for the property described in Exhibit A.

Option 2: As recommended by City staff, deny the recommendation of the Plan Commission and request an ordinance be brought back before the City Council approving the Site Plan for PMO Properties Manufactured Home Park conditioned upon a written signed agreement be executed between the two mobile home park owners which will allow conveyance of storm water from the developing park into the already developed park as well as for maintenance for this private storm water system.

STRATEGIC PLAN LINK: The amended preliminary plan is linked to Goal 3, Grow the Local Economy and Objective A, Retention and growth of current local businesses.

STRATEGIC PLAN SIGNIFICANCE: The reinstated and amended preliminary plan will facilitate the objective of retention of local businesses. This includes the developer as well as the building trades that will be associated with locating new homes in the manufactured home park.

BACKGROUND:

The subject site is identified as the PMO Properties Manufactured Home Park. It is located east of Greyhound Road approximately 220' south of East Hamilton Road. It has four existing manufactured homes however the vast majority of the manufactured home park is undeveloped. The four homes were allowed to be placed there by the owner prior to obtaining a license to operate the mobile home park.

The proposed manufactured home park is a result of being separated from the larger mobile home park to the south and the east. The street layout and the general development of the park as proposed is acceptable however one concern that staff has pertains to maintenance of the private drainage system. When the park was under one ownership storm water was the responsibility of just one owner. With the separation of the park into two parcels with separate ownership there needs to be an agreement between the two owners regarding the conveyance of storm water to from the developing park into the already developed park as well as for maintenance thereof. The owners of the two parks have not settled on any agreement.

PLANNING COMMISSION

This case was before the Planning Commission for a public hearing and review on February 25, March 25, April 22, and June 24, 2015. Staff explained issues to be addressed which were a drainage agreement, setback variances, removal of street barriers and the need for an on-site office. The City Engineer explained that staff's concern is if there is a problem with conveyance or drainage the city would have limited actions to take where the new mobile home park residents are impacted. The only issue remaining at the June 24, meeting pertained to drainage; all of the other conditions were successfully addressed.

The petitioner's attorney claims that a drainage agreement is not necessary for the approval of the site plan. The developer's engineer indicated the storm water system for the development was correctly designed and constructed to adequately handle the storm water at the time the original park approval. He also believes that any problems pertaining to storm water are on the developed mobile home park's property.

One citizen spoke in favor of the project stating more development will prevent dumping. Two audience members spoke in opposition. A representative for the owner stated the storm water may become a problem because many more homes will increase the impervious surface and indicated they cannot sign an agreement without seeing detailed engineering plans. One citizen stated there is already flooding and something needs to be done at least on that edge of the PMO property where the water is standing.

Staff recommended to the Planning Commission approval condition upon complying with the following:

1. There be a written signed agreement between the two mobile home park owners which will allow conveyance of storm water from the developing park into the already developed park as well as for maintenance for this private storm water system. *This agreement has not been provided.*
2. The removal of barriers which prevent traffic from moving between the two mobile home parks. *The developer has removed the barriers.*
3. Approval of the requested variances. *The variances have been approved.*
4. Revise the site plan and provide an on-site office for the mobile home park. *The developer has agreed to provide the office.*

Therefore the above items 2, 3, and 4 have all been resolved. Staff recommends to the City Council approval condition upon complying with the following:

1. There be a written signed agreement between the two mobile home park owners which will allow conveyance of storm water from the developing park into the already developed park as well as for maintenance for this private storm water system.

The Planning Commission recommended approval without any further conditions by a vote of 5-3. This recommendation is inconsistent with staff's position and inconsistent with the Planning Commission acting twice to continue the hearing while waiting for an agreement.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:

Public notice was published in the Pantagraph in accordance with City Code. In accordance with the Zoning Code (Ordinance No. 2006-137), courtesy copies of the Public Notice were mailed to approximately 55 property owners or residents within 500 feet. In addition, a public notice/identification sign was posted on the property.

FINANCIAL IMPACT:

If the reinstated and amended preliminary plan is approved, there should be an increase in property taxes for the city as the site is developed.

Respectfully submitted for Council consideration.

Prepared by: Mark Woolard, City Planner

Reviewed by: Tom Dabareiner, Director of Community Development

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

The following was presented.

Item 8C: Consideration of approving a Recapture Agreement with Tucci for the Construction of Improvements Beneficial to the Public in the Ewing & Evans Subdivision.

Corporate Counsel Jeff Jurgens provided a brief overview of this item, stating that Illinois Law requires any residential property within 300 feet of a public sanitary sewer connect to that sanitary sewer for new systems, or when an existing system has failed. That is the premise that the City is operating under. Historically the City, when there has been areas within the City that have developed, and the need to construct a sanitary sewer, the City has been in the business of assuming the cost for the construction; the City would recoup some of the money from the adjacent land owners. Due to the City's current financial situation, the City is no longer in the business of doing that. Approximately two years ago, there was a situation where Pamela Tucci wanted to construct a house at 1504 East Emerson it was within 300 feet of an existing sanitary sewer. Therefore, the law would have required her to connect to that system. Ms. Tucci had her contractor to contact the City staff—one of the items that was discussed, was the potential of a Recapture Agreement. A Recapture Agreement provides where one person installs an infrastructure to which others may benefit, the person then ask the other neighboring person to pay a portion of that shared infrastructure.

Mr. Jurgens stated that City staff advised the contractor that it is something that could be considered; however, the City Council has the ultimate decision-making authority to approve such an agreement. As of this date, the sanitary sewer has already been constructed as well as the house. Tonight, we would like to have the opportunity to hear from the representatives from the homeowner that is requesting a Recapture Agreement, as well as the two neighboring property owners and their representatives to address the Council, and to answer any questions that you may have.

Elizabeth Migley representative for the homeowner, Pamela Tucci stated that the synopsis that Mr. Jurgens provided was accurate, explained that in 2013, Ms. Tucci was interested in constructing a residence and was told that she would need to extend the sanitary sewer across Emerson to her property. Based upon the amount of extension that was constructed, it would have potentially serve her property as well as three other parcels, two of which are owned by one owner. At the time of considering the cost, Ms. Tucci and her contractor were in discussion, and understood that a Recapture Agreement would be available and in part made her decision based upon her understanding that the Recapture Agreement would be available to recapture a portion of the cost. That unfortunately when there are not enough parcels to participate in system, the cost per parcel increases. Ms. Tucci and the City continued discussion over several months to come to some agreement that both parties could accept. The agreement was finally reached; however, Ms. Tucci learned that concerns were expressed by the other owners of the neighboring parcels.

Ms. Migley stated that they had contacted the landowners in excess of eight times to discuss the concerns that they had expressed, and to try and resolve the issues that were of concern. In some instances, she and Ms. Tucci were provided with information with clarification of those concerns. They had attempted to respond to some of the concerns expressed, ex: lien language (removed), interest rate that would have been applied as of the date the agreement was signed until payment (also removed) however, interest payment would be due when there was a delay in payment after the triggering obligation occurred, and the City removed a fee that was included. The agreement was submitted back to the City and have not received a response, other than an ongoing representation of an objection to the agreement. The triggering events that Ms. Tucci has no control over includes health department and the Illinois Environmental Protection Agency which requires a connection to the sanitary sewer in the event it is within 300 feet. The City requires the extension of the sewer per the requirements of the health department. The extension was constructed and is currently in use. The concern is that there is an impact on private development in the event the City turns course...in this situation, a Recapture Agreement is not acceptable. At this point, Ms. Tucci finds that it is appropriate, in light of the policy that were in place; as there were no policies relating to Recapture Agreements—the ongoing negotiations with the City, as well as the efforts in to resolve the concerns of the neighboring land owners, the Recapture Agreement that was prepared for Ms. Tucci is appropriate. To suggest that the adjoining landowners do not have to pay a cost to have the benefit of that sewer is inappropriate and unfair.

Ms. Migley stated that she understands that the City Council may choose to object the Recapture Agreement. If that occurs, Ms. Tucci is prepared to retain the sewer extension as a private sewer. Should that occur, she believes there would be two options for Ms. Tucci to pursue. Option 1: In order for the City to retain that sewer, eminent domain or a purchase would have to occur. Option 2: Ms. Tucci would retain it as a private sewer, and should the adjoining landowners experience any problems with their current septic system that requires them to connect, they would come to Ms. Tucci or a subsequent owner to seek approval to connect to her sewer. At which point, the connection fee would be determined. The most beneficial process would be to have a Recapture Agreement whereby everyone understands the rules and the expense involved.

Jay Reese, representing Kevin and Jennifer Kingston, and Katy Craft, representing Patricia Manahan. Mr. Reese stated that the Recapture Agreement as provided this evening is correct as drafted and recommended by City staff to not approve this document. There are many reasons why this document so not be approved by Council, some of those reasons were stated within the Council memos, and some of the reasons were not. The issues that are of concern to Kevin and Jennifer Kingston: This not a usual Recapture Agreement, it is an Annexation Agreement, whereby undeveloped land is sought to be annexed into the City. This is an agreement that will benefit one party, Pamela Tucci. She wanted to build a home on a vacant lot, and the only way that she could do this was to extend sewer across the Kevin and Jennifer Kingston property. There were no easements granted by the Kingston's or Ms. Manahan to allow Ms. Tucci to cross over into their property with the sewer extension. Only one person actually benefitted from this extension, and that is Pamela Tucci. The Kingston's and Ms. Manahan get the benefit of paying to Ms. Tucci a rather large sum of over \$37,000 per lot for the development for something that they do not require nor need. The Recapture Agreement was never agreed to by anyone. It was discussed, and there was language that was changed between Ms. Tucci and City Staff; however, nothing was ever presented and agreed upon. Ms. Tucci and her representative have brought this matter forward to the Council for a rendering of a decision that is being forced upon the neighboring landowners. The cost of the extension was something that Ms. Tucci fully understood that she would have to bear the full cost if she wanted to build a house on that lot. The cost that have been presented to the Council are estimated cost, not actual.

Ms. Craft stated that she concurs with the statement by Mr. Reese that Ms. Manahan was presented with a letter by Ms. Tucci outlining the cost associated with the extended sewer and was shock when she received the agreement with the proposed amount, which was the first notice that Ms. Manahan had received from Ms. Tucci that she may have any financial responsibility for this sewer. That not having prior notice, meaning you are not a part of the process; not having access to the bids or any other materials, it is thrust upon you.

Alderman Painter stated she has seen this issue come forward since January. The City should not be involved in this dispute between Pamela Tucci and BJ Armstrong. The City of Bloomington has been paid for the infrastructure that has been provided—it is over as far as the City is concerned. The taxpayers should not be responsible for this, and neither should Ms. Tucci's neighbors. The contractors should have finalized the details before he proceeded with this very expensive project. The process worked entirely backwards in this situation. First, they should have notified Ms. Manahan and the Kingston's that a house was being built that requires a sewer to be installed, and would impact their future options of replacing their current septic tank. The buyers and the neighbors should have worked out the terms of the Recapture Agreement. Next, the sewer should have been installed. Lastly, you would build the house. Instead, the house was built first, the sewer was install after the house was built; and then the neighbors were notified that they would have to pay three-fourths of their neighbors' sewage system which cost approximately \$148,000. The original agreement stipulated, at any time Pat or Kevin septic systems failed within the next 20 years, (the septic systems are old and are on borrowed time); they would be required to tap into any sanitary sewer systems within 300 feet as provided by the Plumbing Code. The agreement also stated that a lien would be placed on Pat and Kevin's property until their septic system failed, and had to tap into the sewer. The contract

further stated that a rate of four percent per annum would be charged to Pat and Kevin beginning two years after the completion and acceptance of the City of Bloomington said improvements. The agreement also stated that Ms. Tucci could charge an additional two percent of the recapturable amount payable to the City of Bloomington for the administrative cost associated with the Recapture Agreement.

Alderman Painted stated in addition there were attorney fees payable to Liz Migley, Attorney “responsible for trying to recapture” the benefit for the beneficiary that the beneficiaries find neither beneficial nor necessary. The City’s Corporate Counsel has reworked the contract, but it is still not acceptable. Pat and Kevin Kingston were taken by surprise with this totally surprisingly situation, all of the attorney fees and sleepless nights, they are still expected to pay for the lion’s share of their neighbors’ sewer system, plus the tap on fees. There is nothing right about this and it needs to end! This is an unfair and predatory contract!

Motion by Alderman Painter, seconded by Alderman Lower that the agreement authorizing reimbursement for the Construction of Improvements Beneficial to the Public in the Ewing & Evans Subdivision not be approved.

Alderman Black stated he concur with the remarks of Alderman Painter stated that this situation has taken away a great amount of City staff time. He asked whether the City would be in a position to ‘recapture’ from the amount of time that the City of Bloomington has been involved with this dispute.

Mr. Jurgens stated that he has been in communication with Public Works and there is likely to be other situations known that have had sanitary sewers built. The City is working on bringing forth a policy that provides some guidelines for handling similar situations in the future. From staff perspective, the City wants to encourage developers to perform this type of work, as oppose the City of Bloomington handling this. However, the City will need some clear parameters to work within. When the City was in the business of installing sanitary sewer systems, the City did not recoup one hundred percent (100%) of the cost that was paid. The highest amount that the City did charge was approximately \$15,000, as a tap on fee to the system.

Alderman Fruin stated that there was some miscommunication in this process, and ask whether the neighbors could go through arbitration to resolve this issue.

Mr. Jurgens stated that this issue is between the landowners, not the City. It is the City’s position that it would not be proper to maintain this as a private system.

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

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

Nays: None

Motion carried.

RECOMMENDATION/MOTION: That the agreement authorizing reimbursement for the Construction of Improvements Beneficial to the Public in the Ewing & Evans Subdivision not be approved.

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

STRATEGIC PLAN SIGNIFICANCE:
Objective 1c.

BACKGROUND: In September 2013 the developer's engineer for the residential home construction at 1504 E. Emerson Street approached the City regarding availability of public sanitary sewer adjacent the property. Illinois State law, and therefore the City of Bloomington, requires that any residential property within 300 feet of a public sanitary sewer be connected to the public sanitary sewer. Public sanitary sewer was available within 300 feet of the residential lot but did not extend to the lot itself. Historically, the City has extended the public sewers utilizing public monies and recaptured the expenditure in the future through tap-on fees. City fund balances did not allow this historic process to occur for this location. It was proposed that City staff and the property owner would negotiate a recapture agreement benefiting the property owner if the property owner agreed to install the public sanitary sewer required for this development.

The home at 1504 E. Emerson Street was constructed for Pamela Tucci. The sanitary sewer extension has now been completed at a total cost of \$148,478.82. In addition to benefiting Ms. Tucci's property, however, the extension also has the potential to benefit other properties along E. Emerson Street, including Lots 7, 8, and 9 (hereinafter "Benefitting Properties"). Accordingly, Ms. Tucci is seeking a recapture agreement with the City wherein the other Benefitting Properties will be required to pay a percentage share of the cost as a condition of any final plat of subdivision or before any building permits related to repair and/or installation of a septic system are issued to the Benefitting Properties. The Recapture Agreement does not create a liability on the part of the City to make payments to Ms. Tucci unless payments are actually received from a Benefitted Property. In addition, Ms. Tucci bears all costs of enforcing and defending the implementation of the Recapture Agreement and holds the City harmless and must pay any damages assessed as a result of the enforcement of the Recapture Agreement. The City is further not required to bring suit to collect money from the Benefitted Properties. Under the proposed agreement, however, a lien, will be filed to show the recapture amount due.

The Recapture Agreement is valid until the recapture amount has been paid or for 20 years, whichever occurs first. Recapture of a percentage share of public infrastructure that is fronted by one developer, but that benefits other property owners, is a common practice among both home rule and non-home rule municipalities.

Since initially bringing this matter forward several months ago, there has been substantial discussion on the recapture with legal counsel for Ms. Tucci, as well as the "benefitted" property owners who oppose the agreement. Based on the proposed recapture agreement, the benefitted

property owners would be required to pay \$37,119.71 per property as their “recapture” portion of the project in the event that a currently working septic system on the property fails or is in need of repair. When the City was in a position to finance these improvements, staff believes the most expensive reimbursement it ever charged was approximately \$15,000. Staff also reports that often the costs charged were discounted, meaning that the City absorbed a portion of the sanitary sewer construction costs.

Notwithstanding the high costs, City staff is also concerned in this situation that the house was built prior to construction of the sanitary sewer and both were constructed prior to entering into a baseline agreement for recapture with the City. Initial estimates of the construction were also approximately 25% lower than the actual construction costs. Finally, there were apparent communication issues between the petitioner and the neighboring property owners that resulted in at least a claim of lack of notification. These concerns factor into the City staff’s recommendation to not approve the recapture agreement as presented.

As the City’s current financial situation will unlikely permit the City to resume construction of such necessary improvements in the foreseeable future, staff believes it is important to encourage such private development along with reasonable recapture possibilities from benefited properties. While a policy is currently being drafted and will be brought before the Council in the future for action, staff will ultimately recommend any such recapture agreements: (1) be limited to 10 years in duration; (2) the recapture amount be based per acre up to a maximum of \$15,000 per parcel; and (3) interest be charged at 4% or CPI, whichever is less. The policy may also include a mechanism for developers to petition the City Council to share in a portion of construction costs not covered. However, the City’s level of participation, if any, would remain in its sole discretion.

Accordingly, if the City Council desires to enter into a recapture agreement in this situation, City staff recommends utilizing the above criteria and limitations (i.e., lower the total recoverable payment per property to \$15,000, a 10 year recoverable period, etc.). If the City Council desires to consider such an agreement, City staff will work on revisions to the terms and bring back a new agreement for consideration and approval. That said, in discussions with legal counsel for Ms. Tucci, they believe it is important to recover the total project costs and accordingly are requesting the Council to consider the attached agreement. It should be noted that the “per property costs” in this project are much higher because only one side of the street benefited (the other side of the street already had a sewer connection). Accordingly, there were only four properties to split the costs.

Finally, an additional consideration for the Council in future situations where a sanitary sewer must be constructed in an already developed area would be to utilize a Special Service Area (“SSA”). Under the concept of utilizing an SSA, the City would perform and pay for the construction, but then recoup the expenses by placing an additional property tax on the parcels within the benefited area. Notice and a public hearing are required prior to establishment of an SSA. Further, a formal objection process exists wherein 51% of the electors and 51% may object and stop the formation of the SSA.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The property owners impacted by the sewer expansion and recapture agreement have been notified and provided a copy of the proposed agreement.

FINANCIAL IMPACT: Not applicable

Respectfully submitted for Council consideration.

Prepared by: Jeffery R. Jurgens, Corporation Counsel

Review by: Jim Karch, Director, Public Works Department

Recommended by:

David A. Hales
City Manager

The following was presented.

Item 8D: Consideration of adopting an Ordinance approving an Amended and Restated Lease Agreement with Public Building Commission and McLean County regarding the Government Center and the Abraham Lincoln Parking Garage and Levy of Required Rent Payments.

Mr. Jurgens provided a brief overview of this item stating, in November 1988 a lease was entered into with the Public Building Commission and the County whereby the City jointly leased the Government Center and the Abraham Lincoln Parking Garage. The City has participated in the agreement since 1988. As the Council memo provides the County is looking to amend the lease with the Public Building Commission, so that they can address some of the other facilities, and ensure that the funding source is in place to fund the improvements on the Abraham Lincoln Garage as well as the Government Center. As part of the overall lease, the City is not a party to that; so the City has brought forward an Amended and Restated Lease Agreement for the Council's consideration.

Motion by Alderman Fruin, seconded by Mwilambwe that an ordinance approving an Amended and Restated Lease Agreement to be entered into between Public Building Commission of McLean County, McLean County, Illinois, as lessor, and The County of McLean, Illinois, and the City of Bloomington, McLean County, Illinois, as lessees, and providing for the levy and collection of a direct annual tax sufficient to pay the rent payable by the City under such Amended and Restated Lease Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None

Motion carried.

RECOMMENDATION/MOTION: That an ordinance approving an Amended and Restated Lease Agreement to be entered into between Public Building Commission of McLean County, McLean County, Illinois, as lessor, and The County of McLean, Illinois, and the City of Bloomington, McLean County, Illinois, as lessees, and providing for the levy and collection of a direct annual tax sufficient to pay the rent payable by the City under such Amended and Restated Lease Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service.

BACKGROUND: The City and McLean County currently jointly lease the Government Center facility and Abraham Lincoln Parking Garage from the Public Building Commission (PBC). The County recently undertook an effort to restructure this lease arrangement with the PBC to expand its scope to additional properties, including the potential jail expansion, as well as to take into account long term maintenance responsibilities for the facilities. As a result, all parties must renew its lease obligations and accordingly an Amended and Restated Lease Agreement is being presented for approval.

This lease will not materially change expense for the City. However, the current lease is set to expire in 2021 with an ownership reversion back to the City and County at that time. Under the new lease, the term goes to 2033 and levies an operation and maintenance amount only starting in 2022 as the capital portion will be completed in 2021. Currently, the City and County enter into an amendment every year to account for the operation and maintenance expenses (which is added onto the base rental payment). For the purposes of the revised lease, the parties have calculated operation and maintenance based on past experience and increased it by CPI over the course of the lease.

The renewal of the lease will also give the City the opportunity to work out new operation and maintenance agreements for both the Government Center and the Abraham Lincoln Parking Garage. Talks had previously been underway on new arrangements for the operation of these joint facilities, including the potential establishment of oversight/management committees and better sharing of information. Several revisions to the operation and maintenance agreement had also previously been deemed necessary to account for expenses associated with the garage. Accordingly, staff believes the Amended and Restated Lease Agreement provides a great opportunity to finalize the new operation and maintenance agreements and ensure costs are appropriately shared.

The Public Building Commission Act requires, as part of any lease involving a public building commission, that the public body set a tax levy to establish a dedicated source to pay the rental payments under the lease. Although the City has previously enacted such an ordinance (and abates the property tax each year), a new tax levy is required and provided as part of the ordinance. This levy constitutes an increase (see chart below), but only because the operation and maintenance numbers are now included in this base lease, as opposed to adding a separate amount by amendment each year. Accordingly, the City should see no net increase in its payment for rent or operation and maintenance of the jointly owned facilities. Note that these are the amounts that must officially be levied to reflect the total debt service, but not what the City's expense is estimated to be. The previous tax levies under this lease were historically abated and the expenses paid utilizing other City funds.

LEVY YEAR	TAX PER ORIGINAL LEASE	ADJUSTMENT IN TAX DUE TO AMENDED AND RESTATED LEASE	TAX PER AMENDED AND RESTATED LEASE
2015	\$1,148,685	\$ 831,550	\$1,980,235
2016	1,147,401	843,273	1,990,674
2017	1,148,685	855,172	2,003,857
2018	1,148,685	867,250	2,015,935
2019	1,139,392	879,509	2,018,901
2020	286,157	891,951	1,178,108
2021	24,600	904,581	929,181
2022		917,399	917,399
2023		930,410	930,410
2024		943,616	943,616
2025		957,021	957,021
2026		970,626	970,626
2027		984,435	984,435
2028		998,452	998,452
2029		1,012,679	1,012,679
2030		1,027,119	1,027,119
2031		1,041,776	1,041,776
2032		1,056,652	1,056,652
2033		1,071,752	1,071,752

Pursuant to various bond requirements associated with the original lease, it should be noted that the City and County share joint and several liability for the rental payments owed to the PBC for the joint facilities. Accordingly, in the event of one parties inability to pay, such issues will have to be worked out directly by the parties and this may be addressed in a subsequent operation and maintenance agreement.

In sum, the County is pursuing the Amended and Restated Lease Agreement to ensure new facilities that it will individually own and operate, can be financed under the Act, as well as to modify the process handing operation and maintenance associated with the jointly owned facilities. The City should not see any net increases in its expenses toward the jointly owned facilities, however this does provide the opportunity for improved operation and maintenance agreements.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A.

FINANCIAL IMPACT: This amended and restated agreement will be applicable to the City in fiscal year 2017 budget, 2016 calendar year for the 2015 levy year. It is the City's intent to abate lease payments in the property tax levy. The lease maintenance & operation payments will continue to be budgeted in the Government Center & Abraham Lincoln City Budgets.

Respectfully submitted for Council consideration.

Prepared by: Jeffery R. Jurgens, Corporation Counsel

Financial Review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Recommended by:

David A. Hales
City Manager

9. City Manager's Discussion

Mr. Hales stated that City staff attended a Senior Official's Workshop where the topic was Emergency Preparedness at nearly no cost to the City, the Federal Government pays for the entire training program. One of the initiatives that we do have is to continue to move forward in positioning the City of Bloomington for an Operation Plan update, but engage in some worthwhile and needed training, tabletop. This will position the City to be fully prepared in all aspects for any natural or man-made hazards in the future. He acknowledged Assistant City Manager Steve Rasmussen and Fire Chief Brian Moore both worked together to prepare this training for the Senior Officials to participate.

10. Mayor's Discussion

Mayor Renner stated he and Mayor Koos were surprised to learn about the closing of the Mitsubishi plant. On Friday, a joint news conference was held, and following a mayor's and city manager meeting as the goal was to follow-up with our state representatives to clarify all of the details surrounding the closure of the plant. With concerns of the economy across the country and abroad, the City was not aware of this surprise news. Conversations were had with Detroit automakers to determine whether there was any interest in coming into Bloomington/Normal communities to take over the facility. It is possible; however, not certain.

Mayor Renner stated the President of Heartland Community College has offered to assist with some form of a retraining program to assist the workers in transitioning into other fields of opportunity.

11. City Aldermen's Discussion

Alderman Fruin stated that he and Alderman Hauman were acquainted with each other. He commented on how society places labels on things and community, suggesting that the community take time to learn about one another rather than placing a label on that person or situation. He commented about the block where Commerce Bank sits that this subject has not been discussed in a couple of months. Council has discussed the City's facilities in the past and some of our buildings are in need of repair. He is supportive of having a hotel in the downtown area on the block where Commerce Bank currently sits. There is no connection between the Library and the Museum at their present location. There has been some discussion about moving the Library to the block where Commerce Bank is situated. A meeting of the Council should be held to discuss the future of the Library, as well as the City's golf courses and the management of them.

Alderman Buragas discussed unfunded mandates as they are imposed on us by the federal government or state level government. A specific program that the City of Bloomington has implemented, but has been an issue for our residents on a weekly basis is the Rental Inspection Property Program. This is a program that was implemented in 2003 and was intended to pay for itself; it never has. The City of Bloomington has not been in a position to fully fund it from the General Fund or other sources. This program has been implemented, but we [City] has never given it an opportunity to succeed. It has created a great deal of frustration from residents who are aware of this program and expect it to perform, and are frustrated when it does not. This has in terms created a great deal of frustration for City staff as they cannot perform the duties under this program without resources. In seeing the frustration from both sides, it is time for the City Council to step in and take some action. We need to make some decisions on whether we are going to fully fund this program or under fund it. That is not an acceptable outcome as we the City will offer service at a certain level responsibility, we need to ensure that we can achieve those service levels.

Alderman Schmidt stated the original intent of the Rental Inspection Program was to deal with issues on a complaint basis. She concurs with Alderman Buragas' comments that the City does need to fully fund and staff this program, or discontinue the program. She suggested having a conversation with McLean County Landlord Association about their experiences with the program that they have in place.

12. Executive Session – Pursuant to Section 2(c) (12) of 5 ILCS 120

Adjournment:

[9:01 PM]

Motion by Alderman Hauman, seconded by Alderman Schmidt to adjourn the meeting.

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

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

Nays: None

Motion carried, (viva voce).

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk