



**CITY OF
BLOOMINGTON
COUNCIL MEETING
MAY 28, 2019**



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

Recognize individuals, groups, or institutions publically, as well as those receiving a proclamation, declaring a day, event, or person.

PUBLIC COMMENTS

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

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 typically begins with Item No. 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.

PUBLIC HEARING

Items that require receiving public testimony will be placed on the agenda and noticed as a Public Hearing. Individuals have an opportunity to provide public testimony on those items that impact the community and/or residence.

REGULAR AGENDA

All items that provide the Council an opportunity to receive a presentation ask questions of City Staff, deliberate and seek additional information prior to making a decision.

MAYOR AND COUNCIL MEMBERS

Mayor, At-Large - Tari Renner

City Council Members

Ward 1 - Jamie Mathy
Ward 2 - Donna Boelen
Ward 3 - Mboka Mwilambwe
Ward 4 - Julie Emig
Ward 5 - Joni Painter
Ward 6 - Jenn Carrillo
Ward 7 - Scott Black
Ward 8 - Jeff Crabill
Ward 9 - Kim Bray

City Manager - Tim Gleason

Deputy City Manager - Billy Tyus

CITY LOGO DESIGN RATIONALE

The **CHEVRON** Represents:
Service, Rank, and Authority
Growth and Diversity
A Friendly and Safe Community
A Positive, Upward Movement and
Commitment to Excellence!

MISSION, VISION, AND VALUE STATEMENT

MISSION

To lead, serve and uplift the
City of Bloomington

VISION

A Jewel of the Midwest Cities

VALUES

Service-Centered,
Results-Driven,
Inclusive

STRATEGIC PLAN GOALS



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

AGENDA



CITY COUNCIL MEETING AGENDA
CITY HALL COUNCIL CHAMBERS
109 EAST OLIVE STREET, BLOOMINGTON, IL 61701
TUESDAY, MAY 28, 2019, 6:00 PM

1. Call to order
2. Pledge of Allegiance to the Flag
3. Remain Standing for a Moment of Silent Prayer
4. Roll Call
5. Recognition/Appointments
 - A. Proclamation declaring May 2019 "Building Safety Month".
 - B. Proclamation recognizing May 19-25, 2019 as "National Public Works Week".
 - C. Appointments approved by City Council at the May 13, 2019 meeting.
 - i. Reappointment of James Swanson to the John M. Scott Health Care Commission.
 - ii. Appointment of Tyler Noonan to the Board of Zoning Appeals.
 - iii. Appointment of Tim Gleason to the Police Pension Board.
6. Public Comment
7. Consent Agenda
 - A. Consideration and action to approve the Minutes of the May 13, 2019 Regular City Council Meeting, as requested by the City Clerk Department.
(Recommended Motion: The proposed minutes be approved.)
 - B. Consideration and action to approve the Bills, Payroll, Electronic Transfers, and Procurement Card Purchases in the amount of \$6,859,304.32, as requested by the Finance Department. *(Recommended Motion: The proposed Bills, Payroll, Electronic Transfers, and Procurement Card Purchases be approved.)*
 - C. Consideration and action to approve the appointments of Louis Goseland to the Property Maintenance Review Board; Edward Breitweiser, John Corey, and Guadalupe Diaz III to the Transportation Commission, as requested by the Administration Department. *(Recommended Motion: The proposed appointments be approved.)*
 - D. Consideration and action to approve an annual software licensing maintenance payment in the amount of \$188,631.04, and a support agreement with Tyler Technologies for various MUNIS modules, as requested by the Information Services Department. *(Recommended Motion: The proposed payment and support agreement be approved, and Procurement Manager be authorized to issue a purchase order.)*

- E. Consideration and action to approve annual maintenance and support payment in the amount of \$121,189.10 with Tyler Technologies, for the computer-aided dispatch solution used by the Police and Fire Departments, as requested by the Police Department. *(Recommended Motion: The proposed payment be approved, and the Procurement Manager be authorized to issue the purchase order.)*
- F. Consideration and action of an Ordinance Amending Chapter 2 of the City Code to Restructure the Operations of the Board of Fire and Police Commissioners in Relation to Original Appointments of Police Officers and Fire Fighters, as requested by the Human Resource Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- G. Consideration and action of a Resolution waiving the formal bidding requirements and approving an agreement with Heartland Coca-Cola Bottling Company, LLC for citywide beverage services, as requested by the City Clerk Department. *(Recommended Motion: The proposed Resolution be approved.)*
- H. Consideration and action to approve the purchase of Neptune Water Meters and accessories from Ferguson Enterprises, in an amount not to exceed \$1,100,000 for the FY 2020 Water Meter Installation Program, as requested by the Public Works Department. *(Recommended Motion: The proposed purchase be approved, and the Procurement Manager be authorized to issue the purchase order.)*
- I. Consideration and action of an Ordinance Suspending Section 701 of Chapter 31 and Section 26(D) of Chapter 6 of the City Code Prohibiting Alcohol on Public Property as Pertains to the Davis Lodge on June 8, 2019 to allow moderate consumption of alcohol, as requested by the City Clerk Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- J. Consideration and action of a Petition for the Lake Bloomington Lease Transfer of Lot 3, Block 26, in Camp Potawatomie from Wayne A. Steffen and Linda M. Steffen to Marie A. Kaufman, as requested by the Public Works Department. *(Recommended Motion: The proposed Lake Lease, Lease Addendum and Easement Agreement be approved, and that the Mayor and City Clerk be authorized to execute the documents.)*
- K. Consideration and action to approve a settlement with two video gaming establishments, Killarney's Irish Pub and Lakeside Country Club, for failure to obtain a video gaming license from the City in 2018, as requested by the Legal Department. *(Recommended Motion: City staff be authorized to settle the claims against Killarney's Irish Pub and Lakeside Country Club, in an amount of \$750 per terminal.)*

8. Regular Agenda

- A. Consideration and action to ratify a Contract with AFSCME Local 699 who represent workers at the Bloomington Public Library, as requested by the Bloomington Public Library. *(Recommended Motion: The proposed AFSCME Local 699 Library Contract be ratified.) (Brief introduction by Tim Gleason,*

City Manager; Presentation by Jeanne Hamilton, Library Director, 5 minutes; and City Council discussion, 5 minutes.)

- B. Consideration and action of an Ordinance Establishing the Downtown Cultural District and Adopting the Boundaries Thereof, as requested by the Cultural Commission and the Parks, Recreation, Cultural Arts Department. *(Recommended Motion: The proposed Ordinance be approved.) (Brief introduction by Tim Gleason, City Manager; Presentation by Jim Mack, 10 minutes; and City Council discussion, 5 minutes.)*
- C. Consideration and action of a Resolution Approving Acceptance of the Illinois Housing Development Authority's Home Accessibility Program Grant in the amount of \$100,000, and an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2020 in the amount of \$100,000, as requested by the Community Development Department. *(Recommended Motion: The proposed Resolution and Ordinance be approved.)*
- D. Consideration and action of an Ordinance Approving the Memorandum of Understanding II Between the City of Bloomington and Illinois Wesleyan University to Support the Marketing and Redevelopment of the Properties in the 800 Block of North Main Street (Former Mennonite Hospital Redevelopment Project Area), as requested by the Economic Development Department. *(Recommended Motion: The proposed Ordinance be approved.) (Brief overview by Tim Gleason, City Manager; Presentation by Melissa Hon, Director of Economic Development, 5 minutes; and City Council discussion, 5 minutes.)*
- E. Consideration and action of an Ordinance Approving and Authorizing the Execution of an Exclusive Right to Sell Listing Agreement Between the City of Bloomington, Illinois Wesleyan University, and Coldwell Banker Commercial Devonshire Realty (Former Mennonite Hospital Site - 800 North Main Street), as requested by the Economic Development Department. *(Recommended Motion: The proposed Ordinance be approved.) (Brief overview by Tim Gleason, City Manager; Presentation by Melissa Hon, Director of Economic Development, 5 minutes; and City Council discussion, 5 minutes.)*

9. City Manager's Discussion

- A. Finance Director's Report

10. Mayor's Discussion

11. City Aldermen's Discussion

12. Executive Session - *Cite Section*

13. Adjournment

14. Notes

RECOGNITIONS



Council Date: May 28, 2019

COUNCIL AGENDA ITEM NO. 5

Recognition/Appointments

- A. Proclamation declaring May 2019 “Building Safety Month”.
- B. Proclamation recognizing May 19-25, 2019 as “National Public Works Week”.
- C. Appointments approved by City Council at the May 13, 2019 meeting.
 - i. Reappointment of James Swanson to the John M. Scott Health Care Commission.
 - ii. Appointment of Tyler Noonan to the Board of Zoning Appeals.
 - iii. Appointment of Tim Gleason to the Police Pension Board.

PROCLAMATION

Declaring May 2019 Building Safety Month

WHEREAS, our City is committed to recognizing that our growth and strength depend on the safety and economic value of the homes, buildings, and infrastructure that serve our citizens, both in everyday life and in times of natural disaster; and

WHEREAS, our confidence in the structural integrity of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers, and others in the construction industry; and

WHEREAS, modern building codes include safeguards to protect the public from natural disasters such as snowstorms, tornadoes, floods, and earthquakes; and

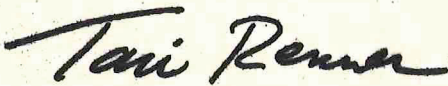
WHEREAS, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety—our local code officials—who assure us of safe, efficient, and livable buildings that are essential to America's prosperity; and

WHEREAS, Building Safety Month 2019 encourages appropriate steps everyone can take to ensure the safety of our built environment, and recognizes that the implementation of safety codes by local and state agencies has saved lives and protected homes and businesses; and

WHEREAS, each year, in observance of Building Safety Month, Americans are asked to consider the commitment to improve building safety and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus, and federal agencies in protecting lives and property;

NOW, THEREFORE, I, *Tari Renner*, Mayor of Bloomington, Illinois, do proclaim May 2019 as:

Building Safety Month



Tari Renner
Mayor



Leslie Yocum
City Clerk

PROCLAMATION

Recognizing National Public Works Week

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and wellbeing of the people of Bloomington; and

WHEREAS, these infrastructure projects, maintenance operations, and essential services could not be provided without the dedicated efforts of public works professionals from state and local governments and the private sector; and

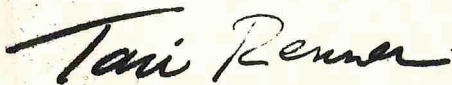
WHEREAS, these public works professionals are responsible for rebuilding, improving, and protecting our nation's transportation system, water supply, water treatment and solid waste systems, and other structures and facilities essential for our citizens; and

WHEREAS, the men and women of the Bloomington Public Works team excel in protecting our infrastructure and the health and safety of residents, businesses, and visitors; and

WHEREAS, these dedicated employees strive to embody the values of Teamwork, Accountability, and Integrity each day while providing superior public service;

NOW, THEREFORE, *I, Tari Renner, Mayor of Bloomington, Illinois, do recognize May 19-25, 2019 as:*

National Public Works Week



Tari Renner
Mayor



Leslie Yocum
City Clerk



ReAppointments

JAMES SWANSON: *John M. Scott Health Care Commission*





Appointments

TYLER NOONAN: Board of Zoning Appeals

TIM GLEASON: Police Pension Board



CONSENT AGENDA



CONSENT AGENDA ITEM NO: 7A

FOR COUNCIL: May 28, 2019

SPONSORING DEPARTMENT: City Clerk

SUBJECT: Consideration and action to approve the Minutes of the May 13, 2019 Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed minutes be approved.

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

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

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

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

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

Tim Gleason,
City Manager

Attachments:

- CLK 1A May 13, 2019 Regular Council Session Minutes



MINUTES

PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL OF BLOOMINGTON, ILLINOIS
MONDAY, MAY 13, 2019 6:00 PM

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 6:00 PM, Monday, May 13, 2019.

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

Aldermen: Jamie Mathy, Donna Boelen, Mboka Mwilambwe, Julie Emig, Joni Painter, Jenn Carrillo, Scott Black, Jeff Crabill, Kim Bray, and Mayor Tari Renner.

Staff Present: Tim Gleason, City Manager; Billy Tyus, Deputy City Manager; Jeffrey Jurgens, Corporation Counsel; Scott Rathbun, Finance Director; Scott Sprouls, Information Services Director; and other City staff were present.

Recognition/Appointments

A. Proclamation declaring May 2019 "Historic Preservation Month".

Sherry Grahling, the Chairperson for the Historic Preservation Committee, came forward to accept the proclamation. She invited Council and the citizens of Bloomington to attend the Historic Preservation Committee's Award Ceremony at the McLean County History on May 14, 2019 at 5:00 PM.

B. Proclamation declaring May 4, 2019 "Comcast Cares Day".

Representatives from Comcast came forward to accept the proclamation. Jim McClure, the Project Manager for this year's Comcast Cares project at Miller Park Zoo, discussed the success of this year's event and stated that 129 people from the community came out to volunteer in the project.

C. Proclamation declaring the Week of May 19 - 25, 2019, as "Emergency Medical Services Week".

Fire Chief Brian Mohr came forward to introduce the team members of Medic 1, the busiest medic response team in Bloomington. Brandon Vaughn, Quinn Hersey, and Matthew Musk came forward to accept the proclamation.

D. Appointments approved by City Council at the April 22, 2019 meeting.

- i. Reappointment of Daniel Freburg, Adriane Powell, and Amanda Weissgerber to the Citizens' Beautification Committee.
- ii. Reappointment of Ronald Crick, Mark Halx, and Kellie Williams to the Cultural Commission.
- iii. Reappointment of Sherry Graehling to the Historic Preservation Commission.
- iv. Reappointment of Arthur Haynes to the Housing Authority Board.

- v. Reappointment of Ky Ajayi and Suresh Krishna to the Human Relations Commission.
- vi. Reappointment of Alicia Henry, Van Miller, and Julian Westerhout to the Library Board of Trustees.
- vii. Reappointment of Justin Boyd and David Stanczak to the Planning Commission.
- viii. Reappointment of Mark Fetzer to the Property Maintenance Review Board.
- ix. Reappointment of Arthur Taylor and Jeffery Woodard to the Public Safety and Community Relations Board.
- x. Reappointment of Cody Hendricks and Ken Ota be reappointed to the Bloomington-Normal Sister City Committee (Japan).
- xi. Appointment of Laura Tepen to the Bloomington Normal Sister City Committee (Japan).
- xii. Appointment of Michael Raikes to the Building Board of Appeals.
- xiii. Appointment of Adam Heenan to the Transportation Commission.

Public Comment

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

Rickielee Benecke	Surena Fish
Heidi Zimmerman	Karla Lane
Laurie Bell	Megan Graf
Margarite Brooks	Scott Stimeling
Jenn Morsch	Ryan Whitehouse
Tamika Matthews	Judy Buchanan

Consent Agenda

Items listed on the Consent Agenda are approved with one motion; Items pulled by Council from the Consent Agenda for discussion are listed separately.

Alderman Mathy made a motion, seconded by Alderman Crabill, that the Consent Agenda, including all the items listed below along with the corrected City Council minutes for April 22, 2019, be approved as presented with the exception of Item 7H.

Item 7A. Consideration of approving the Minutes of the April 22, 2019 Regular City Council Meeting, as requested by the City Clerk Department. *(Recommend the reading of minutes be dispensed and approved as printed.)*

Item 7B. Consideration of approving Bills, Payroll, and Electronic Transfers in the amount of \$8,519,291.51, as requested by the Finance Department. *(Recommend the Bills,*

Payroll, and Electronic Transfers be allowed in the amount of \$8,519,291.51, and orders drawn on the Treasurer for the various amounts as funds are available.)

Item 7C. Consideration of approving Appointments/Reappointment to Various Boards and Commissions as requested by the Administration Department. *(Recommend that Tyler Noonan be appointed to the Board of Zoning Appeals, Tim Gleason be appointed to the Police Pension Board, and James Swanson be reappointed to the John M. Scott Health Care Commission.)*

Item 7D. Consideration of (a) an Ordinance amending the budget to add \$37,662 to Police-Capital Outlay Licensed Vehicles (10015110-72130) and (b) the Purchase of one (1) 2020 Ford Utility Police Interceptor from Currie Motors of Frankfort, IL, using the Northwest Suburban Purchasing Cooperative (Contract #152), to replace Unit P22, in the amount of \$37,662, as requested by the Police Department. *(Recommend that the Ordinance and Purchase be approved, the Mayor and City Clerk be authorized to execute the necessary documents, and the Procurement Manager be authorized to issue a Purchase Order.)*

Item 7E. Consideration of (a) an Ordinance amending the budget to add \$37,797 to Police-Capital Outlay Licensed Vehicles (10015110-72130) and (b) the Purchase of one (1) 2020 Ford Utility Police Interceptor from Currie Motors of Frankfort, IL, using the Northwest Suburban Purchasing Cooperative (Contract #152), to replace Unit P84, in the amount of \$37,797, as requested by the Police Department. *(Recommend the Ordinance and Purchase be approved, the Mayor and City Clerk be authorized to execute the necessary documents, and the Procurement Manager be authorized to issue a Purchase Order.)*

Item 7F. Consideration of an Ordinance approving a Special Use Permit to allow chicken keeping in the R-2 Mixed Residence District for the properties located at 3402 and 3404 East Oakland Avenue, as requested by the Community Development Department. *(Recommend the Ordinance be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

Item 7G. Consideration of the application of Seoul Mama, Inc. d/b/a Seoul Mama, located at 2103 N. Veteran's Parkway, requesting a Class RBS (Restaurant/Beer and Wine/Sunday Sales) liquor license, which would allow the sale of beer and wine by the glass for consumption on the premises seven (7) days a week, as requested by the City Clerk Department. *(Recommend the application of Seoul Mama, Inc. d/b/a Seoul Mama be approved, and the license be issued.)*

Item 7H was pulled from the Consent Agenda by Alderman Mwilambwe so he could recuse himself.

Item 7I. Consideration of a Petition for the Lake Bloomington Lease Transfer of Lot 9, Block 2, in Camp Iroquois from Judith R. Killian, Executor of the John Haushalter Estate, to the petitioner, K & K Lakes, LLC, as requested by the Public Works Department. *(Recommend the Lake Lease Transfer be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

Item 7J. Consideration of approving a settlement agreement in *Jackson, et al., v. City of Bloomington, et al.*, Case No. 17-cv-1046, in the amount of \$55,000.00, as requested by the Legal Department. *(Recommend the settlement in Case No. 17-cv-1046, be approved and the City Manager authorized to execute any and all documents necessary to effectuate the settlement.)*

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

Ayes: Aldermen Mathy, Boelen, Mwilambwe, Emig, Painter, Carrillo, Black, Crabill, and Bray.

Nays: None.

Motion carried.

The following item was pulled from the Consent Agenda by Alderman Mwilambwe:

Item 7H. Consideration of a request by the Board of Trustees of Illinois State University d/b/a Illinois Shakespeare Festival, whose event will be held at the Ewing Cultural Center, located at 48 Sunset Rd., requesting a Class LB (Limited/Beer and Wine) liquor license, which allows the sale of beer and wine by the glass for consumption on the premises on the date of the event, as requested by the City Clerk Department. *(Recommend the request by the Board of Trustees of Illinois State University d/b/a Illinois Shakespeare Festival be approved.)*

Alderman Painter made a motion, seconded by Alderman Carrillo, that Consent Agenda Item 7H be approved as presented.

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

Ayes: Aldermen Mathy, Boelen, Emig, Painter, Carrillo, Black, Crabill, and Bray.

Nays: None.

Recuse: Alderman Mwilambwe (6:48 PM)

Motion carried.

Regular Agenda

The following was presented:

Item 8A. Consideration of an Ordinance to amend the boundaries of the Bloomington Normal McLean County Gibson City Ford County Enterprise Zone to support the expansion of the Brandt Industries manufacturing facility in rural Hudson as requested by the Bloomington-Normal Economic Development Council and the City's Economic Development department.

Tim Gleason, City Manager, gave a brief overview of the item and introduced Mike O'Grady, Interim CEO of the BNEDC.

Mr. O'Grady came forward to address Council. He provided a brief history of Brandt Industries and spoke about the company's future. He supported the expansion by providing details of the request and opened the floor for Council questions.

Mayor Renner asked Mr. O'Grady to explain the benefits and potential costs to the City of Bloomington that could be associated to an Enterprise Zone. Mr. O'Grady responded

accordingly.

Alderman Painter complimented Brandt and the growth that it brings to the area.

Alderman Painter made a motion, seconded by Alderman Bray, to approve the item as presented. No vote was taken as Council discussion continued.

Alderman Carrillo asked whether Mr. O'Grady had an idea on the potential costs associated to the approval of this item. She also asked how the funds awarded are tracked and recommended that tracked funds be reported to Council. Mr. O'Grady responded that he did not have calculations currently, but that he could report back following completed projects as he would receive reports regarding spending.

Alderman Black asked Mr. O'Grady what happens if a single taxing body votes "No" against the expansion at hand. Mr. O'Grady responded that the expansion would fail. He also stated that 800 acres remain unassigned for future expansion of the Enterprise Zone.

Alderman Crabill asked what the economic impact would be for approving the expanded Enterprise Zone. Mr. O'Grady stated that he had heard that jobs had increased by five (5) additional positions and that Brandt has had very successful sales, which also have an impact.

Alderman Mathy complimented Alderman Carrillo questions and recommended that tracking of spending on the backside. Mr. Grady clarified current processes and mentioned that some reporting does occur on the backside. He, too, complimented the idea of tracking those funds better and mentioned he will pass that onto the permanent CEO. Alderman Mathy also mentioned Brandt had approached Heartland Community College about needing trained staff and opportunities of partnering together to train the community and put them to work. Mr. O'Grady stated that the Brandt had not only reached out to Heartland, but also both District 87 and Unit 5 School districts, as well as their Technical Centers. Alderman Black stated that he would be supporting this item.

Alderman Emig asked how many of the 50-people hired by Brandt Industries are from Bloomington. Mr. O'Grady stated that he could not answer her question, but that he liked the idea of tracking information better and would recommend to his successor that additional tracking details be sought in the future.

Alderman Boelen asked whether other ancillary businesses had started in the area. Mr. O'Grady stated that he was aware of one (1) other small business.

Mayor Renner and Mr. O'Grady pointed out a few other economic benefits to the area.

Alderman Painter made a motion, seconded by Alderman Bray that the Ordinance amending Ordinances which established and encompassed contagious portions of territory within the Bloomington Normal McLean County Gibson City Ford County Enterprise Zone (and all amendatory Ordinances thereto) 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 Mathy, Boelen, Mwilambwe, Emig, Painter, Carrillo, Black, Crabill, and Bray.

Nays: None.

Motion carried.

The following was presented:

Item 8B. Consideration of appointing a Mayor Pro Tem for the City of Bloomington, as requested by Administration.

Alderman Carrillo asked for clarification of what happens if the Mayor is incapacitated for longer or no longer able to serve what happens.

Jeffery Jurgens, Corporation Counsel, came forward to address Council. He clarified several differences of voting discretion based on why the Mayor was unable to participate.

Mayor Renner asked for nominations from Council.

Alderman Painter nominated Mwilambwe, seconded by Alderman Bray, that the City Council appoint Alderman Mwilambwe as Mayor Pro Tem.

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

Ayes: Aldermen Mathy, Boelen, Mwilambwe, Emig, Painter, Carrillo, Black, Crabill, and Bray.

Nays: None.

Motion carried.

The following was presented:

Item 8C. Consideration of an Ordinance amending the City Code to clarify references to City Council Member Titles, as requested by Administration.

Alderman Bray asked City Manager, Tim Gleason, how the item ended up on the agenda. Mr. Gleason responded that it was a combination of Aldermanic and staff requests. Alderman Bray then asked Corporation Counsel, Jeffery Jurgens, whether this would create an issue for approval since it did not come through traditional methods of building the agenda via the Council Initiatives process. Mr. Jurgens stated that the City Manager has authority to place items on the agenda and that this item was made through a combination of requests, not causing an issue.

Mayor Renner clarified the traditional procedures.

Alderman Carrillo stressed that she felt the process had been followed and provided history on the original requests.

Alderman Crabill clarified that he had made his request to the City Manager directly and that the City Manager had responded by stating that the request would require an ordinance change.

Alderman Black pointed out that his tenure on Council had included times when Council initiatives were handled in a much more controversial manner. He offered support for the current process used for Council initiatives. He complimented the process and stated that he trusts the City Manager and how items end up on the agenda.

Alderman Mwilambwe thanked Alderman Bray for bringing up the issue. He stressed that traditional processes are understood and that there was no belief that traditional processes had been purposefully negated. He complimented City Manager Gleason on the structure he had brought to Council meetings since being with the City.

Alderman Boelen echoed Alderman Bray and Alderman Mwilambwe. She complimented the process.

Alderman Emig clarified the benefits of tonight's discussion and offered support for the item.

Alderman Painter expressed support for the item.

Alderman Painter made a motion, seconded by Alderman Mathy, that the Ordinance to clarify references to City Council Member Titles be approved, and the Mayor and City Clerk be authorized to execute the Ordinance.

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

Ayes: Aldermen Mathy, Boelen, Mwilambwe, Emig, Painter, Carrillo, Black, Crabill, and Bray.

Nays: None.

Motion carried.

City Manager's Discussion

City Manager Gleason pointed out upcoming calendar events with more information available on the City website. He went on to compliment the Council on attendance at IMRF's Lobby day. He stated that all of Council had been in attendance except two (2) aldermen which had prior calendar conflicts. He went on to discuss the Special Meeting held for Newly Elected Orientation. He discussed the purpose of the meeting and complimented the success

of the meeting.

Mayor's Discussion

Mayor Renner also thanked the IMRF Council attendees. He asked Council and the community keep Scott Lockland, long-time member of our media, and his family in their thoughts and prayers. He went on to mention that the citizens in attendance that spoke on the Connect Transit Board were heard and that he believed the City could partner with the Town of Normal to address diversity on the Connect Transit Board. He emphasized the importance of embracing diversity.

City Aldermen's Discussion

Alderman Black touched on the Connect Transit conversation regarding the need for diversity on the Connect Transit Board (Board). He pointed out that in his experience the members serving on the Board are committed to the people. He clarified that Council was not responsible for Connect Transit Board. He stated that he often refers people directly to the Board. He reminded the citizens that the majority funding of the Board comes from the State of Illinois. He recommended that it be proposed that the bylaws of the Board be revisited and reviewed. He suggested that the Board's size be doubled, rather than minimized. He also discussed ridership opportunities and challenged the Board to show the City what it would cost to offer a free fare system entirely.

Alderman Carrillo echoed Alderman Black in reviewing the Board's bylaws and the possibility of expanding the Board. She thanked the citizens who spoke about the Board and went on to thank Mr. Gleason and staff for the Newly Elected Orientation, onboarding, etc.

Alderman Mwilambwe complimented the Orientation and apologized for not being able to attend but recognized the benefits of the Orientation. He also echoed the need for revisiting the Board and thanked his fellow Council members for voting him as Mayor Pro Tem.

Alderman Mathy expressed support for the Newly Elected Orientation and apologized for not attending. He thanked Alderman Mwilambwe for offering his additional time to be the Mayor Pro Tem and spoke about the new alligator exhibit at Miller Park Zoo. He also complimented Public Works for the extensive road work being completed downtown.

Alderman Bray complimented the Orientation and all the work completed by staff. She offered appreciation to Alderman Black for his bringing up the Connect Transit Board discussion. She discussed term limits applicable to members of Boards and Commissions. She stated that she believed some of the term limit rules were counterintuitive and recommended that the Town of Normal and the City work together on common rules regarding limits.

Mayor Renner clarified that some Boards and Commissions do not allow for term limits and talked about his approach to time limits.

Alderman Bray suggested, in an effort to be consistent, that the City apply term limits in the same manner as the Town of Normal.

Alderman Crabill expressed appreciation for City Manager Gleason and staff for giving up time for the Orientation. He also complimented the onboarding he had received. He discussed the upcoming Kite Fest on Saturday, May 19, 2019 from 11:00 AM to 4:00 PM at Illinois State University's Hancock Stadium. He also stressed the importance of being considerate of vulnerable citizens and having their representatives serve on the Connect Transit Board.

Executive Session

Adjournment

Alderman Black made a motion, seconded by Alderman Carrillo, that the meeting be adjourned. The meeting adjourned at 7:46 PM

Motion carried (viva voce).

Respectfully submitted,

Leslie Yocum
Interim City Clerk



CONSENT AGENDA ITEM: 7B

FOR COUNCIL: May 28, 2019

SPONSORING DEPARTMENT: Finance

SUBJECT: Consideration and action to approve the Bills, Payroll, Electronic Transfers, and Procurement Card Purchases in the amount of \$6,859,304.32, as requested by the Finance Department.

RECOMMENDED MOTION: The proposed Bills, Payroll, Electronic Transfers, and Procurement Card Purchases be approved.

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: Bills, Payroll, Electronic Transfers, and Procurement Card Purchases on file in the City Clerk's Department, available at www.cityblm.org.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Total disbursements to be approved \$6,859,304.32 (Payroll total \$2,613,214.97, Accounts Payable total \$3,026,859.00, Electronic Transfers total \$1,105,073.02, and Procurement Card Purchases total \$114,157.33).

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Frances Watts, Accounts Payable

Reviewed By: Scott Rathbun, Finance Director

Recommended By:

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

Tim Gleason
City Manager

- FIN 1A - Summary Sheet Bills, Payroll, Electronic Transfers, and Procurement Card Purchases Bills & Payroll 052819

CITY OF BLOOMINGTON FINANCE REPORT					
PAYROLL					
Date	Gross Pay	Employer Contribution	Totals		
5/10/2019	\$ 2,099,254.21	\$ 512,432.00	\$ 2,611,686.21		
5/10/2019	\$ 1,368.20	\$ 160.56	\$ 1,528.76		
Off Cycle Adjustments					
		PAYROLL GRAND TOTAL	\$ 2,613,214.97		
ACCOUNTS PAYABLE (WIRES)				PCARDS	
Date	Bank	Total		Date Range	Total
5/28/2019	AP General	\$ 2,392,316.61			
	AP JM Scott			4/1/2019-4/30/2019	\$ 114,157.33
5/28/2019	AP Comm Devel	\$ 13,865.05		PCARD GRAND TOTAL	\$ 114,157.33
5/28/2019	AP IHDA	\$ 540.00			
5/28/2019	AP Library	\$ 36,530.48			
5/28/2019	AP MFT	\$ 6,162.50			
5/8/2019-5/20/2019	Out of Cycle	\$ 577,444.36			
11/30/2018-5/13/2019	AP Bank Transfers	\$ 1,105,073.02			
	AP GRAND TOTAL	\$ 4,131,932.02			
		TOTAL			\$ 6,859,304.32
			Respectfully,		
			F. Scott Rathbun		
			Finance Director		



CONSENT AGENDA ITEM NO. 7C

FOR COUNCIL: May 28, 2019

SPONSORING DEPARTMENT: Administration

SUBJECT: Consideration and action to approve the appointments of Louis Goseland to the Property Maintenance Review Board; Edward Breitweiser, John Corey, and Guadalupe Diaz III to the Transportation Commission, as requested by the Administration Department.

RECOMMENDED MOTION: The proposed appointments be approved.

STRATEGIC PLAN LINK: Goal 4. Strong Neighborhoods.

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

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

Property Maintenance Review Board: Louis Goseland to the Property Maintenance Review Board. He will be filling the tenant position that has been vacant since 4-30-17 when Brittany Mitchell left office. Louis's term will be effective immediately and will expire 4-30-20, which reflects the original three-year term length, at which time he will be eligible to reapply. Application is on file in the Admin Office.

Transportation Commission: Edward Breitweiser to the Transportation Commission. He is being appointed to his first three-year term which will be effective immediately and will expire 4-30-22, at which time he will be eligible to reapply. Application is on file in the Administration Office.

John Corey to the Transportation Commission. He will be completing the final year of the term previously held by Jill Blair who resigned 4-16-19. John's term will be effective immediately and will expire 4-30-20, at which time he will be eligible to reapply. Application is on file in the Admin Office.

Guadalupe Diaz III to the Transportation Commission. He will be completing the final year of the term previously held by Michael Gorman who resigned 4-30-19. Guadalupe's term will be effective immediately and will expire 4-30-20, at which time he will be eligible to reapply. Application is on file in the Admin Office.

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

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: M. Beth Oakley, Executive Assistant

Recommended by:

A handwritten signature in black ink, appearing to read 'Tim Gleason', with a stylized flourish at the end.

Tim Gleason
City Manager

Attachments:

- ADM 1B Roster Property Maintenance Review Board
- ADM 1C Roster Transportation Commission

Property Maintenance Review Board

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Appointment Date	Ward	Email	Street	City	Zip	Home Phone	Work Phone	Cell Phone	Notes
x	Tenant	Brittany	Mitchell	4/30/17	2016	07/25/16	6								
x	Contractor	Mark	Fetzer	4/30/22	2013	04/22/19									
x - Chair	Large Landlord	John	Capodice	4/30/20	2011	03/13/17									
x	Citizen At Large	Robert	Garcia	4/30/20	2018	02/26/18	2								
x	Small Landlord	Rodney	Smithson	4/30/20	2016	03/27/17	8								
x	Contractor	Kelby	Cumpton	4/30/21	2018	05/14/18	8								
x	Tenant	Mark	Williams	4/30/19	2013	04/11/16	5								resigned 9-4-18
	Staff	Carey	Snedden						115 E Washington	Bloomington	61701		434-2345		
	Staff	Bob	Mehrt						115 E Washington	Bloomington	61701		434-2226		
									115 E Washington	Bloomington	61701		434-2444		

Details:

Term: 3 years
Term Limit per City Code: 3 terms/9 years
Members: 7 members
Number of members the Mayor appoints: 7
Term Expires: 4/30/2020
City Code: Chapter 45, Section 1000.0
Required by State Statute: No
Intergovernmental Agreements: None
Funding budgeted from COB for FY2014: None
Meetings: 4th Thurs of January, April, July & October at 4:00pm - Council Chambers, members given 48 hours* notice before a meeting
Number of Vacancies: 2
Number of Expired Board Members (Bim Appointments only): 1

Appointment/Reappointment Notes: Louis Gosland to fill tenant position vacated by Brittany Mitchell.

Transportation Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date	Ward	Email	Street	City	Zip	Home Phone	Work Phone	Cell Phone	Notes
x	Chair	Michael	Gorman	04/30/20	2017	08/14/17	4								Resigned 4/30/19
x		Katherine	Browne	04/30/19	2017	08/14/17									chose not to reapply
x		Angela	Ballantini	04/30/21	2017	04/23/18	7								
x		Elizabeth	Kooba	04/30/19	2017	08/14/17									chose not to reapply
x		Maureen (Reenie)	Bradley	04/30/21	2017	04/23/18	3								
x	Vice Chair	Jill	Blair	04/30/20	2017	08/14/17	8								Resigned 4-16-19
x	Disabled or serve disabled population	Adam	Heenan	04/30/20	2019	04/22/19	4								
x	Staff	Robert	Ballantini	04/30/21	2019	02/25/19		robertballantini2@gmail.com	202 W Locust, Apt 1009	Bloomington	61701	309-262-2138	434-2427	309-262-2138	
		Phil	Allyn	Traffic Engineer					115 E Washington	Bloomington	61702			309-846-7618	

Details:Br

Term: 3 years
Term Limit per City Code: 3 terms/9 years
Members: 8 members (additional member added 11/26/18 Council Meeting)
Number of members the Mayor appoints: 8
Type: Internal
City Code: Ordinance 2017-49; Chapter 29, Section 300, Article XXVIII
Required by State Statute: No
Intergovernmental Agreements: None
Funding budgeted from COB for FY2014:
Meetings: 3rd Tuesday of each month, 4pm, Council Chambers

Number of Vacancies: 4
Number of Expired Board Members: 2
Number of Expired Board Members Eligible for Reappointment: 2

Appointment/Reappointment Notes: Commission formed 6-12-17, Charter members presented for appointment 8-14-17. Breitweiser filling Kooba vacancy. Corey replacing Blair. Diaz replacing Gorman.

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

FOR COUNCIL: May 28, 2019

SPONSORING DEPARTMENT: Information Services

SUBJECT: Consideration and action to approve an annual software licensing maintenance payment in the amount of \$188,631.04, and a support agreement with Tyler Technologies for various MUNIS modules, as requested by the Information Services Department.

RECOMMENDED MOTION: The proposed payment and support agreement be approved, and Procurement Manager be authorized to issue a purchase order.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City service deliver in the most cost effective and efficient manner.

BACKGROUND: The MUNIS ERP system is critical to the daily operations of every City department. As the ERP system is implemented, it is helping to streamline and automate many service-related processes throughout the City. The maintenance agreement is a key ongoing requirement as it provides technical support and software updates for the system.

Staff is requesting Council approval of the payment to Tyler Technologies for the maintenance agreement for multiple MUNIS modules as a limited source purchase as this software is proprietary to Tyler. This payment provides coverage from May 1, 2019 through April 30, 2020. Modules included in this maintenance agreement request are:

Human Resources Management	Payroll
Bid/Contract Management	General Ledger
Accounts Payable	Accounts Receivable
Budget	General Billing
Treasury Management	Cashiering
Project Accounting	Fleet Management
Facility Management	Work Orders
Tyler Content Manager	Business Licenses
Inventory	Fixed Assets
Utility Billing	Tyler Incident Management
Performance Based Budgeting	Business & Vendor Self Service
Citizen Self Service	Employee Self Service
Employee Expense Reimbursement	CAFR Statement Builder
Maplink (GIS interface)	

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Funds are included in the FY 2020 Budget under the Information Services-Repair/Maintenance Office & Computer Equipment Account (10011610-70530). Stakeholders can locate this in the FY 2020 Proposed Budget Book titled “Budget Overview & General Fund” on page 136.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Scott Sprouls, Information Services Director

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

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read 'Tim Gleason', with a stylized flourish at the end.

Tim Gleason
City Manager

Attachments:

- IS 1B Invoice - Munis Annual Maintenance FY 2020
- IS 1C LSJF - Munis Annual Maintenance FY 2020



Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-256477	04/01/2019	1 of 3

RECEIVED
Date: 5/1/19 - 4/30/20
Name (Print): M. H. Smith
Comments: 10211610-70530-300045

Questions:
Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com



Bill To: CITY OF BLOOMINGTON
ATTN: SCOTT SPROULS
109 E. OLIVE STREET
BLOOMINGTON, IL 61701

Ship To: CITY OF BLOOMINGTON
ATTN: SCOTT SPROULS
109 E. OLIVE STREET
BLOOMINGTON, IL 61701

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
41401	120400		USD	NET45	05/16/2019

Date	Description	Units	Rate	Extended Price
Contract No.: BLOOMINGTON, IL				
	TYLER UNLIMITED CLIENT ACCESS MAINTENANCE	1	4,600.00	4,600.00
	Maintenance: Start: 01/May/2019, End: 30/Apr/2020			
	TYLER FORM PROCESSING SUPPORT	1	3,517.75	3,517.75
	Maintenance: Start: 01/May/2019, End: 30/Apr/2020			
	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP	1	20,262.24	20,262.24
	Maintenance: Start: 01/May/2019, End: 30/Apr/2020			
	SUPPORT & UPDATE LICENSING - PROJECT ACCOUNTING	1	4,609.67	4,609.67
	Maintenance: Start: 01/May/2019, End: 30/Apr/2020			
	SUPPORT & UPDATE LICENSING - BID MANAGEMENT	1	2,786.07	2,786.07
	Maintenance: Start: 01/May/2019, End: 30/Apr/2020			
	SUPPORT & UPDATE LICENSING - REQUISITIONS	1	4,305.72	4,305.72
	Maintenance: Start: 01/May/2019, End: 30/Apr/2020			
	SUPPORT & UPDATE LICENSING - TREASURY MANAGEMENT	1	4,305.72	4,305.72
	Maintenance: Start: 01/May/2019, End: 30/Apr/2020			
	SUPPORT & UPDATE LICENSING - PURCHASE ORDERS	1	6,078.68	6,078.68
	Maintenance: Start: 01/May/2019, End: 30/Apr/2020			
	SUPPORT & UPDATE LICENSING - CONTRACT MANAGEMENT	1	2,786.07	2,786.07
	Maintenance: Start: 01/May/2019, End: 30/Apr/2020			
	SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE	1	5,572.12	5,572.12
	Maintenance: Start: 01/May/2019, End: 30/Apr/2020			
	SUPPORT & UPDATE LICENSING - GENERAL BILLING	1	2,532.80	2,532.80
	Maintenance: Start: 01/May/2019, End: 30/Apr/2020			
	SUPPORT & UPDATE LICENSING - MUNIS OFFICE	1	4,179.09	4,179.09
	Maintenance: Start: 01/May/2019, End: 30/Apr/2020			
	SUPPORT & UPDATE LICENSING - TYLER REPORTING SERVICES	1	7,035.51	7,035.51
	Maintenance: Start: 01/May/2019, End: 30/Apr/2020			
	SUPPORT & UPDATE LICENSING - ROLE TAILORED DASHBOARD	1	4,179.09	4,179.09
	Maintenance: Start: 01/May/2019, End: 30/Apr/2020			
	SUPPORT & UPDATE LICENSING - APPLICANT TRACKING	1	1,393.04	1,393.04
	Maintenance: Start: 01/May/2019, End: 30/Apr/2020			
	SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT	1	2,912.71	2,912.71
	Maintenance: Start: 01/May/2019, End: 30/Apr/2020			
	SUPPORT & UPDATE LICENSING - PAYROLL WITH EMPLOYEE SELF SERVICE	1	5,952.04	5,952.04
	Maintenance: Start: 01/May/2019, End: 30/Apr/2020			
	SUPPORT & UPDATE LICENSING - TYLER CASHIERING	1	8,104.91	8,104.91
	Maintenance: Start: 01/May/2019, End: 30/Apr/2020			



Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-256477	04/01/2019	2 of 3

Questions:

Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com

Bill To: CITY OF BLOOMINGTON
ATTN: SCOTT SPROULS
109 E. OLIVE STREET
BLOOMINGTON, IL 61701

Ship To: CITY OF BLOOMINGTON
ATTN: SCOTT SPROULS
109 E. OLIVE STREET
BLOOMINGTON, IL 61701

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
41401	120400		USD	NET45	05/16/2019

Date	Description	Units	Rate	Extended Price
	SUPPORT & UPDATE LICENSING - BUSINESS LICENSES	1	5,065.56	5,065.56
	Maintenance: Start: 01/May/2019, End: 30/Apr/2020			
	SUPPORT & UPDATE LICENSING - STANDARD FUEL INTERFACE	1	962.46	962.46
	Maintenance: Start: 01/May/2019, End: 30/Apr/2020			
	SUPPORT & UPDATE LICENSING - WORK ORDERS, FLEET & FACILITIES MANAGEMENT	1	7,661.66	7,661.66
	Maintenance: Start: 01/May/2019, End: 30/Apr/2020			
	SUPPORT & UPDATE LICENSING - PERMITS & CODE ENFORCEMENT	1	10,834.68	10,834.68
	Maintenance: Start: 01/May/2019, End: 30/Apr/2020			
	SUPPORT & UPDATE LICENSING - MUNIS MAPLINK	1	4,179.09	4,179.09
	Maintenance: Start: 01/May/2019, End: 30/Apr/2020			
	SUPPORT & UPDATE LICENSING - UTILITY BILLING CIS	1	10,384.40	10,384.40
	Maintenance: Start: 01/May/2019, End: 30/Apr/2020			
	SUPPORT & UPDATE LICENSING - UTILITY BILLING INTERFACE	1	3,343.27	3,343.27
	Maintenance: Start: 01/May/2019, End: 30/Apr/2020			
	SUPPORT & UPDATE LICENSING - FIXED ASSETS	1	6,129.32	6,129.32
	Maintenance: Start: 01/May/2019, End: 30/Apr/2020			
	SUPPORT & UPDATE LICENSING - INTERFACE TO BMI TRACKING	1	962.46	962.46
	Maintenance: Start: 01/May/2019, End: 30/Apr/2020			
	SUPPORT & UPDATE LICENSING - INVENTORY	1	6,129.32	6,129.32
	Maintenance: Start: 01/May/2019, End: 30/Apr/2020			
	SUPPORT & UPDATE LICENSING - PERFORMANCE BASED BUDGETING	1	7,345.07	7,345.07
	Maintenance: Start: 01/May/2019, End: 30/Apr/2020			
	SUPPORT & UPDATE LICENSING - EMPLOYEE EXPENSE REIMBURSEMENT	1	2,279.51	2,279.51
	Maintenance: Start: 01/May/2019, End: 30/Apr/2020			
	SUPPORT & UPDATE LICENSING - TYLER INCIDENT MANAGEMENT	1	7,598.36	7,598.36
	Maintenance: Start: 01/May/2019, End: 30/Apr/2020			
	SUPPORT & UPDATE LICENSING - BUSINESS & VENDOR SELF SERVICE	1	4,305.72	4,305.72
	Maintenance: Start: 01/May/2019, End: 30/Apr/2020			
	SUPPORT & UPDATE LICENSING - CITIZEN SELF SERVICE	1	5,572.12	5,572.12
	Maintenance: Start: 01/May/2019, End: 30/Apr/2020			
	SUPPORT & UPDATE LICENSING - TYLER CONTENT MANAGER SE	1	7,598.36	7,598.36
	Maintenance: Start: 01/May/2019, End: 30/Apr/2020			
	SUPPORT & UPDATE LICENSING - CAFR STATEMENT BUILDER	1	3,166.45	3,166.45
	Maintenance: Start: 01/May/2019, End: 30/Apr/2020			



Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

<i>Invoice No</i>	<i>Date</i>	<i>Page</i>
045-256477	04/01/2019	3 of 3

Questions:
Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com

Bill To: CITY OF BLOOMINGTON
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109 E. OLIVE STREET
BLOOMINGTON, IL 61701

Ship To: CITY OF BLOOMINGTON
ATTN: SCOTT SPROULS
109 E. OLIVE STREET
BLOOMINGTON, IL 61701

<i>Customer No.</i>	<i>Ord No</i>	<i>PO Number</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
41401	120400		USD	NET45	05/16/2019

<i>Date</i>	<i>Description</i>	<i>Units</i>	<i>Rate</i>	<i>Extended Price</i>
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****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal	188,631.04
Sales Tax	0.00
Invoice Total	188,631.04

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A and B)

SECTION A - LIMITED SOURCE PURCHASE:

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

Vendor Name & #: Tyler Technologies Inc
#2002

Amount: \$ 188,631.04

Date: 5/14/2019

Description of item/service: Annual software license maintenance and support renewal covering various modules of the City's MUNIS Enterprise Resource Planning (ERP) system

Justification: Explain why this vendor is the only vendor that can perform this work:

In 2010, the City selected MUNIS, from Tyler Technologies as the Enterprise Resource Planning (ERP) platform and service. The ERP platform provides Financials, Payroll, Human Resource, Community Development, Utility Billing and inventory functionality (among others) city-wide. As such it is critical to keep software maintenance, support and updates active on the system. It is only possible to obtain this maintenance/support for MUNIS directly from Tyler Technologies directly.

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



(Name and Signature of Department Head)

5-14-2019

Date

SECTION C - TO BE COMPLETED BY PROCUREMENT OFFICE:

Based on the information provided in Section A and attached supporting documents,

I concur ☒ I do not concur ☐ (see below) with purchase to be a Limited Source.

Do not concur for the following reason(s):



Name and Signature of Purchasing Agent or Designee

5-14-19

Date

CITY OF
Bloomington ILLINOIS
CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: May 28, 2019

SPONSORING DEPARTMENT: Police Department

SUBJECT: Consideration and action to approve annual maintenance and support payment in the amount of \$121,189.10 with Tyler Technologies, for the computer-aided dispatch solution used by the Police and Fire Departments, as requested by the Police Department.

RECOMMENDED MOTION: The proposed payment be approved, and the Procurement Manager be authorized to issue the purchase order.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City service deliver in the most cost effective & efficient manner.

BACKGROUND: The City has partnered with Tyler Technologies since 2005 to provide a computer-aided dispatch solution for use by the Police and Fire Departments. The computer-aided dispatch system is the key component of the police and fire dispatch center. The system assigns, tracks, and maintains the status of police, fire, and emergency medical personnel in the City. This agreement provides critical 24/7 support and maintenance of the system. It includes updates and enhancements to the product for the term of the agreement. Tyler Technologies merged with New World Systems (NWS) and is the only authorized entity to maintain the NWS software including the provision of software update and support. This agreement covers from May 1, 2019 to April 30, 2020.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Funds are included in the FY 2020 Budget under the Police Communications Center Repair/Maintenance Office & Computer Equipment Account (10015118-70530). Stakeholders can locate this in the FY 2020 Proposed Budget Book titled "Budget Overview & General Fund" on page 191.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Darren R. Wolf, Communications Center Manager

Reviewed By: Clay E. Wheeler, Chief of Police

Reviewed By:

Scott A. Sprouls, Information Services Director

Finance & Budgetary Review By:

Chris Tomerlin, Budget Manager
Scott Rathbun, Finance Director

Legal Review By:

Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read 'Tim Gleason', with a stylized flourish at the end.

Tim Gleason
City Manager

Attachments:

- BPD 1B Tyler Software Maintenance
- BPD 1C Tyler Software Maintenance LSJF

**Remittance:**

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
130-5647	05/01/2019	1 of 2

Questions:

Tyler Technologies - Public Safety
Phone: 1-800-772-2260 Press 2, then 5
Email: ar@tylertech.com



Bill To: CITY OF BLOOMINGTON
ATTN: SCOTT SPROULS
109 E. OLIVE STREET
BLOOMINGTON, IL 61701

Ship To: CITY OF BLOOMINGTON
ATTN: SCOTT SPROULS
109 E. OLIVE STREET
BLOOMINGTON, IL 61701

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
41401	4549		USD	NET45	06/15/2019

Date	Description	Units	Rate	Extended Price
Contract No.: BLOOMINGTON, IL				
	Additional New World MSP for CAD Standard Maintenance- BOLOs	1	3,000.46	3,000.46
	Maintenance Start: 01/May/2019, End: 30/Apr/2020			
	Additional New World MSP for CAD Standard Maintenance - CAD AVL	1	1,838.77	1,838.77
	Maintenance Start: 01/May/2019, End: 30/Apr/2020			
	New World MSP Combined LE/Fire/EMS CAD Standard Maintenance	1	28,712.29	28,712.29
	Maintenance Start: 01/May/2019, End: 30/Apr/2020			
	New World MSP Third Party CAD Interface Standard Maintenance - E-911 Interface	1	3,000.46	3,000.46
	Maintenance Start: 01/May/2019, End: 30/Apr/2020			
	New World MSP Third Party CAD Interface Standard Maintenance - Fire Records Interface	1	6,000.92	6,000.92
	Maintenance Start: 01/May/2019, End: 30/Apr/2020			
	New World MSP Third Party CAD Interface Standard Maintenance -New World State/NCIC Interface	1	5,666.88	5,666.88
	Maintenance Start: 01/May/2019, End: 30/Apr/2020			
	New World MSP Third Party CAD Interface Standard Maintenance - Pre-Arrival Questionnaire Interface	1	3,000.46	3,000.46
	Maintenance Start: 01/May/2019, End: 30/Apr/2020			
	Additional New World MSP for CAD Standard Maintenance - Web CAD Monitor	1	6,667.02	6,667.02
	Maintenance Start: 01/May/2019, End: 30/Apr/2020			
	Dashboards for Law Enforcement Standard Maintenance	1	2,859.86	2,859.86
	Maintenance Start: 01/May/2019, End: 30/Apr/2020			
	Law Enforcement Management Data Mart (^CAD, RMS) Standard Maintenance - Includes 10+ users	1	3,677.53	3,677.53
	Maintenance Start: 01/May/2019, End: 30/Apr/2020			
	New World AVL Mapping Server Standard Maintenance	1	3,313.58	3,313.58
	Maintenance Start: 01/May/2019, End: 30/Apr/2020			
	New World Base CAD/NCIC/Messaging Standard Maintenance	1	0.00	0.00
	Maintenance Start: 01/May/2019, End: 30/Apr/2020			
	New World AVL Interface Standard Maintenance	1	3,588.79	3,588.79
	Maintenance Start: 01/May/2019, End: 30/Apr/2020			
	New World Mobile Standard Maintenance on the RS/6000 - Base Message Switch to State/NCIC(51-100 Units)	1	16,565.86	16,565.86
	Maintenance Start: 01/May/2019, End: 30/Apr/2020			
	Additional New World Standard Maintenance for RS/6000 Message Switch - New World CAD Interface (51-100 units)	1	3,588.79	3,588.79
	Maintenance Start: 01/May/2019, End: 30/Apr/2020			
	New World Fire Mobile Unit Standard Maintenance - Fire CAD via Switch	1	3,313.58	3,313.58
	Maintenance Start: 01/May/2019, End: 30/Apr/2020			

**Remittance:**

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
130-5647	05/01/2019	2 of 2

Questions:

Tyler Technologies - Public Safety
Phone: 1-800-772-2260 Press 2, then 5
Email: ar@tylertech.com

Bill To: CITY OF BLOOMINGTON
ATTN: SCOTT SPROULS
109 E. OLIVE STREET
BLOOMINGTON, IL 61701

Ship To: CITY OF BLOOMINGTON
ATTN: SCOTT SPROULS
109 E. OLIVE STREET
BLOOMINGTON, IL 61701

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
41401	4549		USD	NET45	06/15/2019

Date	Description	Units	Rate	Extended Price
	New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - In-Car Mapping Maintenance Start: 01/May/2019, End: 30/Apr/2020	1	2,650.46	2,650.46
	New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - LE CAD via Switch Maintenance Start: 01/May/2019, End: 30/Apr/2020	1	6,626.14	6,626.14
	New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - Dispatch/Messaging/LE State/NCIC via Switch Maintenance Start: 01/May/2019, End: 30/Apr/2020	1	4,417.43	4,417.43
	New World AVL Interface Standard Maintenance Maintenance Start: 01/May/2019, End: 30/Apr/2020	1	3,975.69	3,975.69
	New World Mobile on MSP Server Integration Standard Maintenance - AVL CAD Interface (51-100 units) Maintenance Start: 01/May/2019, End: 30/Apr/2020	1	3,588.79	3,588.79
	New World Mobile on MSP Server Integration Standard Maintenance - MDT/MCT Base CAD/RMS Interface (51-100 units) Maintenance Start: 01/May/2019, End: 30/Apr/2020	1	3,037.36	3,037.36
	New World Third Party Maintenance - ArcGIS Standard Enterprise Server Integration Maintenance: Start: 01/May/2019, End: 30/Apr/2020	1	441.74	441.74
	New World Third Party Maintenance - CAD Workstations Integration Maintenance: Start: 01/May/2019, End: 30/Apr/2020	1	0.00	0.00
	New World Third Party Maintenance - Mobile In-Car Mapping Integration Maintenance: Start: 01/May/2019, End: 30/Apr/2020	1	1,656.24	1,656.24

****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal	121,189.10
Sales Tax	0.00
Invoice Total	121,189.10

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A and B)

SECTION A - LIMITED SOURCE PURCHASE:

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

Vendor Name & #:

Tyler Technologies # 2002

Amount:

\$121,189.10

Date:

05-16-2019

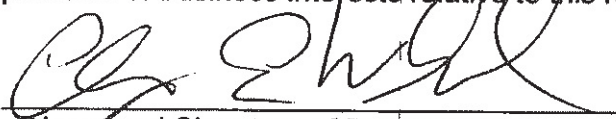
Description of item/service:

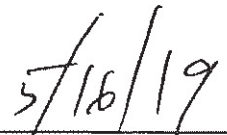
Standard Software Maintenance Agreement

Justification: Explain why this vendor is the only vendor that can perform this work:

In 2005, the City selected Tyler Technologies as the Computer Aided Dispatch (CAD) platform and service. This CAD platform provides critical support for the 24/7 911 emergency communication center and is vital to the day to day operation of the Police and Fire departments. As such, it is critical to keep software maintenance, support and updates active on the system. It is only possible to obtain this maintenance/support for CAD directly from Tyler Technologies directly.

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


(Name and Signature of Department Head)


Date

SECTION C - TO BE COMPLETED BY PROCUREMENT OFFICE:

Based on the information provided in Section A and attached supporting documents,
I concur ☐ / do not concur ☐ (see below) with purchase to be a Limited Source.

Do not concur for the following reason(s):







CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: May 28, 2019

SPONSORING DEPARTMENT: Human Resources

SUBJECT: Consideration and action of an Ordinance Amending Chapter 2 of the City Code to Restructure the Operations of the Board of Fire and Police Commissioners in Relation to Original Appointments of Police Officers and Fire Fighters, as requested by the Human Resource Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

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

STRATEGIC PLAN SIGNIFICANCE: Objectives 1d. City services delivery in the most cost effective, efficient manner and 1e. Partnering with others for the most cost-effective service delivery.

BACKGROUND: The Board of Fire and Police Commissioners of the City of Bloomington ("Commission") derives its power and authority from the Illinois Municipal Code (65 ILCS 5/10-2.1-1 *et seq.*) and the ordinances of the City of Bloomington.

In an effort to streamline the original appointment process and find efficiencies in our recruitment process for hiring new City police officers and fire fighters, City staff is proposing recruitment for the initial eligibility and hiring process be delegated as the responsibility of the City Manager. Accordingly, under the proposed ordinance, while a similar process will be utilized for evaluating and reviewing candidates, the actual initial appointment of police officers and fire fighters would no longer be handled by the Commission.

Recruitment for these departments is critical and one of the key components to successful recruitment is the speed of the process. Allowing for this restructure of authority will allow City staff to build the eligibility lists without the constraint of coordinating the schedules of volunteer members to the Commission and waiting on formal meetings.

The Commission will continue to provide for promotion in the Police and Fire departments on the basis of ascertained merit and seniority in service and examination, and shall provide in all cases where it is practicable that vacancies shall be filled by promotion. Meetings of the commission will be called on an as-needed basis.

The Commission will also continue to provide for a hearing process for both Police and Fire departments.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Board of Fire and Police Commissioners

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Nicole Albertson, Director of Human Resources

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

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read 'Tim Gleason', with a stylized flourish at the end.

Tim Gleason
City Manager

Attachments:

- HR 1B BFPC Ordinance 2019-35

ORDINANCE NO. 2019 - 35

**AN ORDINANCE AMENDING CHAPTER 2 OF THE CITY CODE TO RESTRUCTURE
THE OPERATIONS OF THE BOARD OF FIRE AND POLICE COMMISSIONERS IN RELATION TO
ORIGINAL APPOINTMENTS OF POLICE OFFICERS AND FIRE FIGHTERS**

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

SECTION 1. That Chapter 2 of the Bloomington City Code, 1960, as amended, shall be further amended as set forth in Exhibit A (unless otherwise noted, additions are indicated by underlines; deletions indicated by strikeouts).

SECTION 2. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

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

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

SECTION 5. This ordinance shall be effective immediately after its passage and the date of its publication as required by law.

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

PASSED this 28th day of May, 2019.

APPROVED this ____ day of _____, 2019.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, City Clerk

EXHIBIT A
CHAPTER 2 CODE AMENDMENTS

CHAPTER 2: Section 63: Board of Fire and Police Commissioners

- (a) Establishment. There is hereby created a Board of Fire and Police Commissioners ("Board"), consisting of ~~five~~ three (3) members. Effective May 1, 2014, a person appointed to the Board shall serve a term of three (3) years. This term may be extended after the three (3) years for no more than two (2) additional three (3) year terms. Members of the Board shall serve no more than three (3) consecutive three-year terms (a total of nine (9) years).
- (b) Qualifications. The members of said Board shall possess the qualifications required of other officers of the City, shall take oath or affirmation of office, and give bond in the same manner as other appointive officers of the City. They shall be subject to the removal from office as such other officers.
- ~~(c) Appointment by Board. Such Board of Fire and Police Commissioners shall appoint all officers and members of the Fire and Police Departments of the City, except the Chief of Police and the Chief of the Fire Department, which appointments shall be made by the City Manager. All appointments made by the Board of Fire and Police Commissioners shall be from the rank next below that to which the appointment shall be made, other than that of the lowest rank.~~

~~The Board of Fire and Police Commissioners is authorized to charge application fees as set forth on the Schedule of Fees to each person who desires to submit an application for employment as an entry-level police officer or firefighter. No application for employment as a police officer or firefighter shall be accepted without payment of such application fee. An application fee shall not be required of any person who has previously been on a register of eligibles. No application fee shall be required of police officer applicants seeking to be hired pursuant to subsection (g) of this Section.~~

- (c) Powers and Duties. Except as set forth in this Section 63, Division 2.1 of the Illinois Municipal Code, 65 ILCS 5/10-2.1, entitled Board of Fire and Police Commissioners (hereinafter referred to as "Division 2.1") is adopted by reference, provided that Section 2.1-4 of said Division 2.1 shall not be adopted (except for the mandatory provisions on the maximum probationary employment period for firefighters), and further provided that the provisions of this Section 63 shall supersede the provisions of Division 2.1 where in conflict, and Division 2.1 shall not control where otherwise limited by any applicable collective bargaining agreement.
- (d) Original Appointments. The recruitment for initial eligibility and the hiring process for the original appointments of all offers of the Fire and Police Departments of the City shall be delegated as the responsibility of the City Manager or his/her designee(s) in accordance with the rules and regulations promulgated by the City Manager for the recruitment, selection and hiring of such original appointments which shall be consistent with the general provisions on such appointments contained within Division 2.1. Any provision within Division 2.1 in conflict with this delegation of authority over original appointments shall be superseded by this subsection.

~~(e) Rules. Such The Board of Commissioners shall make such rules to effectuate the powers and duties conferred to it by and consistent with this Section 63. and make such appointments and removals except those herein reserved to the City Manager in the Illinois Municipal Code (65 ILCS 5/1-1-1, et seq.), as amended. The Board is authorized to prepare an interim Register of Eligibles of candidates for original appointment to the Police and Fire Departments. Except as otherwise set forth in this Section, the Board shall continue to follow the procedures for original appointments to the Fire and Police Departments set forth in the Illinois Municipal Code.~~

~~(1) The interim Register of Eligibles for the Fire Department will distinguish between the 25 candidates who meet all of the requirements for initial appointment and have obtained the highest combined scores for all tests administered by the Board prior to background investigation and oral interviews, and all other candidates. The Board shall then proceed to conduct background investigations and oral interviews with such 25 candidates and prepare a Register of Eligibles placing such 25 candidates in rank order. If less than 25 candidates meet all of the requirements for initial appointment, the Board shall conduct background investigations on and shall interview all such candidates. Any time after the completion of the initial Register of Eligibles an insufficient number of names remain on the Register to meet the hiring needs of the Fire Department, as indicated to the Board by the Fire Chief, the Board shall conduct background investigations and oral interviews with such candidates which meet all of the requirements for initial appointment and shall prepare a new Register of Eligibles based on such additional testing. The rank order of the new Register of Eligibles shall not give priority to those candidates on the first Register unless the total combined scores of such candidates justify such priority. The procedures shall continue to be followed after every 20 appointments until no candidates remain to be hired from a Register of Eligibles or until the expiration of two years from the date the original Register of Eligibles was approved by the Board, whichever occurs first.~~

~~(2) Police Department. Notwithstanding any provisions of Division 2.1 of Article 10 of the Illinois Municipal Code (65 ILCS 5), the Board is authorized to establish a system of establishing a Register of Eligibles which permits such Register to be updated on such intervals as the Board may authorize. Persons who desire to be added to the Register of Eligibles shall apply on forms approved by the Board and provided to such applicants by City staff. Persons who so apply will be permitted to complete a written examination relating to those matters that will fairly test the capacity of the persons examined to discharge the duties of a police officer; the written examination, in the Board's discretion, may be taken on an online or computerized basis pursuant to such security procedures as the Board may see fit to establish. The Board need not proctor the written examination; it may be administered by such agents as the Board may authorize. The scores on such written examination shall be valid for one year from the date the test is given, at which time the applicant must take another test if he or she wishes to continue to seek employment as a police officer. However, the applicant is permitted to take an additional written examination after six months have elapsed from the date of the previous test; an applicant who does so shall be judged by the results of the latest written examination taken by the applicant. An application fee will be charged to all persons who desire to take the written examination. The City staff is authorized to incorporate all new scores from a written examination into the Register of Eligibles in~~

~~rank order on the first day of the month after the result of the applicant's score on the written examination is known to the Board's agent or agents. The applicant's score will include both the results of the written test and any applicable veteran's points. The Board may authorize background checks, polygraph examinations, and such other procedures which, in the judgment of the Board, fairly test the capacity of the persons examined to discharge the duties of a police officer.~~

~~When the City staff has notice of a vacancy for which the Board is authorized to hire a new police officer, a physical agility test shall be conducted on the candidates who rank highest on the Register of Eligibles. The number of candidates to be tested for physical agility after notice of a vacancy shall be determined by the Board. The results of a physical agility test will be valid for six months. If more than six months have elapsed since a candidate has passed a physical agility test, he or she must retake the test. Upon passing the physical agility test, applicants will be scheduled for an oral interview to be conducted by the Board. Points from the oral interview score will be added to the scores of the candidates. The candidate receiving the highest combined score of written examination, veteran's points and oral examination shall be offered employment as a police officer with the Police Department, subject to passing any physical and psychological examinations which the Board shall authorize to be conducted.~~

~~Nothing in this subsection shall be construed as changing the ability of the Board to hire police officers pursuant to the alternative method of hiring police officers set forth in subsection (g) of this Section.~~

~~Nothing in this subsection shall be construed as changing the age limitations on employment set forth in 65 ILCS 5/10-2.1-6 or establishing criteria for the calculation of veteran's points different from those set forth in 65 ILCS 5/10-2.1-8.~~

- (f) Secretary. Such Board may employ a secretary or may designate one of its own members to act as such. The secretary shall keep the Minutes of the Board's proceedings, shall be custodian of all papers pertaining to the business of the Board, shall keep a record of all examinations held, and shall perform such other duties as the Board shall prescribe.
- (g) Removal, Discharge or Demotion - Investigation of Charges. Except as hereinafter provided, no non-probationary police officer or firefighter shall be removed, discharged, or demoted except for cause, upon written charges, and after an opportunity to be heard in his own defense. The Board of Fire and Police Commissioners shall conduct a fair and impartial hearing of the charges, to be commenced within thirty (30) days of the filing thereof, which hearing may be continued from time to time. In case an officer or member is found guilty, the Board may discharge him, may suspend him not exceeding thirty (30) days without pay, or demote him. The Board may suspend any officer or member pending the hearing with or without pay but not to exceed thirty (30) days. If the Board of Fire and Police Commissioners determines that the charges are not sustained, the officer or member shall be reimbursed for all wages withheld, if any. In the conduct of this hearing, each member of the Board shall have power to administer oaths and affirmations, and the Board shall have power to secure by its subpoena both the attendance and testimony of witnesses and the production of books and papers relevant to the hearing. Except as amended by Ordinance, the Board of Fire and Police Commissioners shall have all of the powers and duties set forth in Division 2.1 in relation

to removal, discharge and demotion, except where in conflict with this Section 63 or other applicable collective bargaining agreement Chapter 24, paragraphs 10-2.1-1 et seq. of the Illinois Revised Statutes.

(h) Alternative Method of Hiring Entry-Level Police Officers and Firefighters. When a vacancy exists in the Police or Fire Departments, the City Manager, at his discretion, may authorize the Chief of Police or the Fire Chief to appoint a person to the position of police officer or firefighter, ~~without regard to whether such person is on the Register of Eligibles by the Board of Fire and Police Commissioners for original appointment as a police officer or firefighter,~~ if the appointee meets the following qualifications:

- (1) In the case of a firefighter, he or she has previous status as a firefighter in the United States of America; in the case of a police officer, he or she has previous post-probationary status as a police officer in the United States of America;
- (2) he or she is currently in good standing in the Police or Fire Department in which the person serves or left the Police or Fire Department in good standing; and
- (3) he or she has substantially equivalent skills and abilities as a City of Bloomington post-probationary police officer or firefighter, as determined by the Chief of Police or Fire Chief.

The Chief of Police or Fire Chief may require applicants to submit themselves to such examination as he or she deems necessary to determine fitness for duties as a police officer or firefighter.

The Chief of Police or Fire Chief shall present the qualifications of any person selected for appointment for the approval of and for appointment by the City Manager ~~Board of Fire and Police Commissioners.~~

No person shall be entitled to appointment as a matter of right under this subsection.



CONSENT AGENDA ITEM NO. 7G

FOR COUNCIL: May 28, 2019

SPONSORING DEPARTMENT: City Clerk

SUBJECT: Consideration and action of a Resolution waiving the formal bidding requirements and approving an agreement with Heartland Coca-Cola Bottling Company, LLC for citywide beverage services, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

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 City of Bloomington utilizes vending machines and concession stands at City-owned facilities and properties to service the beverage needs of citizens and staff. Due to service needs and preferences in beverage companies, the City sought proposals from Coca-Cola and Pepsi only. Both companies submitted proposals which were considered, however, Coca-Cola's proposal offered significantly greater benefits than Pepsi's proposal.

Highlights of the Coke proposal include:

- It will be a five (5) year contract servicing all City owned properties except the Grossinger Motors Arena (the Arena is under contract with Pepsi until December 2019);
- Coke provides a total revenue package in excess of \$100,000 for the term of the contract through various sponsorship fees, commissions and products upon meeting certain volume thresholds;
- Coke will provide dispensing equipment, along with maintenance and repair of said equipment;
- Coke will provide competitive pricing on its products; and
- Customer service requirements are included.

The Coca-Cola contract presented includes not only significant annual financial contributions and commissions on product sold, but it ensures prompt delivery of quality product and puts a focus on customer service. Staff hereby recommend approval of the Coca-Cola contract via bid waiver.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The City shall receive annual payments and commissions based on meeting thresholds of products purchased.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Leslie Yocum, City Clerk

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

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read 'Tim Gleason', with a stylized flourish at the end.

Tim Gleason
City Manager

Attachments:

- CK 1B Resolution 2019- 23 for Bid Waiver Coca-Cola
- CK 1C Coca Cola & City Of Bloomington Contract

RESOLUTION NO. 2019 - 23

**A RESOLUTION AUTHORIZING THE WAIVING OF THE FORMAL BIDDING
REQUIREMENTS AND APPROVING AN AGREEMENT WITH HEARTLAND
COCA-COLA BOTTLING COMPANY, LLC**

WHEREAS, the City utilizes vending machines and concession stands at City-owned facilities and properties to service the beverage needs of citizens and staff; and

WHEREAS, the City has determined that Heartland Coca-Cola Bottling Company, LLC is the most qualified provider of beverage services for those City-owned facilities and properties; and

WHEREAS, the City has determined that the financial offerings and overall customer service focused mentality of Heartland Coca-Cola Bottling Company, LLC are best suited to fit and service the City's needs; and

WHEREAS, due to the preferred status of Heartland Coca-Cola Bottling Company, LLC and the benefits of the proposal submitted, the City Council finds it in the best interests of the City to waive its formal bidding requirements.

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

That the recitals set forth above are incorporated herein and City Manager, or designated representatives, are authorized to execute an agreement with Heartland Coca-Cola Bottling Company, LLC for the beverage services outlined here.

PASSED this 28th day of May 2019.

APPROVED this __ day of _____ 2019.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, City Clerk

BEVERAGE AGREEMENT

Date: May 1, 2019

Parties: **BOTTLER:** Heartland Coca-Cola Bottling Company, LLC
3495 Sangamon Ave
Springfield, IL 62707

ACCOUNT: City of Bloomington
109 E. Olive Street
Bloomington, IL 61701

1. Definitions

(a) “Agreement Year” shall mean each twelve-month period during the Term, as defined below in Section 2, beginning with the first day of the Term.

(b) “Beverages” shall mean all non-alcoholic beverages (i.e., anything consumed by drinking), whether or not such beverages (i) contain nutritive, food, or dairy ingredients, OR (ii) are in a frozen form. This definition applies without regard to the beverage's labeling or marketing. Powders, syrups, grounds (such as for coffee), herbs (such as for tea), concentrates, K-Cups® pods and all other beverage bases from which beverages can be made, and brands and products of water purification and beverage making systems (e.g., Brita®, Soda Stream®, Keurig®) are deemed to be included in this definition. For the avoidance of doubt, “flavor enhancers,” “liquid water enhancers,” and non-alcoholic beverages sold as “shots” or “supplements” are considered Beverages. “Beverage” or “Beverages” shall not include fresh-brewed unbranded coffee and fresh-brewed unbranded tea products, unflavored dairy products, water drawn from the public water supply or unbranded juice squeezed fresh at the Facility/Facilities as defined below.

(c) “Products” shall mean Beverage products purchased directly from Bottler or sold through vending machines owned and stocked exclusively by Bottler.

(d) “Competitive Products” shall mean all Beverages that are not Products.

(e) "Concessionaire" shall mean any current or future third-party food service provider under agreement with Account at the Facility that directly or indirectly relate to the service of Beverages.

(f) “Facility” or “Facilities” shall mean the entire premises of all currently existing and future buildings owned by the City of Bloomington, and includes, without limitation, the grounds, all vending and concession areas, sidelines, benches and locker rooms, branded and unbranded food service outlets, and dining facilities, provided the Grossinger Motors Arena located at 101 S. Madison, Bloomington, IL is not included in this definition of “Facility” or “Facilities.”

2. Term

The term shall be from May 1, 2019 (“Effective Date”) through April 30, 2024. (“Term”) and during the Term Account shall purchase and pay for twenty-one thousand (21,000) cases/gallons of Product (“Total Volume Commitment”) from the Bottler (“Term”). In the event Account has not fulfilled the annual volume commitment of four thousand and two-hundred (4200) cases/gallons of Product (“Annual Volume Commitment”) for the preceding Agreement Year, Bottler shall pay a prorated amount of the annual

installment of the Sponsorship Fees (as defined below in Section 6) at the end of such Agreement Year, and Account shall not receive any unearned portion of the Sponsorship Fees.

3. Advertising Rights

(a) Account hereby grants to Bottler the exclusive right to advertise Beverages and specifically Products (i) at the Facility/Facilities and (ii) in connection with the Facility/Facilities. No permanent or temporary advertising, signage or trademark visibility for Competitive Products will be displayed or permitted anywhere at the Facility/Facilities.

(b) Account agrees that Bottler's advertising shall be positioned at all times in such a manner that the advertising message is in no way obscured (electronically or otherwise) and is clearly visible to the general public. The Products shall be prominently listed on any menu boards located at the Facility/Facilities and all Product dispensing equipment shall be prominently identified with the appropriate trademarks/logos.

(c) Account further agrees that all Products will be dispensed in Bottler's equipment and that no other trademarked equipment, coolers or containers will be permitted on the Facility/Facilities.

4. Sponsorship Rights

(a) Bottler will have the exclusive right to advertise the Products as the "Official" or "Exclusive" soft drink, sports drink, water, tea, energy drink and/or juice or juice drink, etc. of the Facility/Facilities.

(b) Account hereby grants to Bottler a royalty-free license, exclusive for Beverages, to use the trademarks, logos and other intellectual property of the Account and Facility/Facilities ("Account Marks") in connection with the promotion of Products. Such promotion may occur in advertising (TV, radio, and print), packaging, vessels, promotional materials, and point of sale materials for Products and may be in connection with the marks and logos of Bottler's customers.

(c) Account shall not enter into any agreement or relationship whereby any Competitive Products are associated in any manner with Account, the Facility/Facilities, or any of the Account Marks in any advertising or promotional activity of any kind.

5. Product Rights; Equipment

(a) Account hereby grants to Bottler the exclusive right to sell or distribute Beverages at the Facility/Facilities. Account and/or its Concessionaires shall purchase all Products (and cups, lids and carbon dioxide, if applicable) directly from Bottler. No Competitive Products may be sold, dispensed, sampled or served anywhere at the Facility/Facilities.

(b) During the Term, Bottler will loan to Account, at no cost, the Beverage dispensing equipment reasonably required and as mutually agreed upon to dispense Beverages at the Facility/Facilities ("Equipment").

(c) Account represents and warrants that electrical service at the Facility/Facilities is proper and adequate for the installation of Equipment, and Account agrees to indemnify and hold Bottler harmless from any damages arising out of defective electrical services.

(d) Account agrees: (i) it will execute, upon request of Bottler, the Bottler's Equipment Placement Agreement ("EPA"), however, if any of the terms of the EPA are in conflict with the terms of this Agreement, this Agreement will control, (ii) the Equipment may not be removed from the Facility/Facilities without

Bottler's prior written consent, and will be returned to Bottler immediately upon the termination of this Agreement, (iii) the Account and/or its Concessionaires, agents or contractors will not encumber the Equipment in any manner or permit any attachment thereto except as authorized by Bottler, (iv) the Account will be responsible for any loss or damage to the Equipment, reasonable wear and tear excepted, and that (v) no Competitive Products or any other items can be served, stored, displayed or sold on or through any of Bottler's Equipment. Furthermore, if the Equipment is not returned to Bottler immediately upon the termination of this Agreement, Account will pay Bottler a penalty equal to three (3) times the replacement value of the Equipment.

(e) Bottler will provide the Account with reasonable, free maintenance and repair service to the Equipment. Any service necessitated by damage or adjustments to the Equipment resulting from misuse, abuse, failure to follow operating instructions, service by unauthorized personnel will result in a reasonable charge for Bottler's service team to come out to the Facilities and repair such damage ("Service Charges"). Service Charges will include labor, travel time, parts, and administrative costs. All Equipment service will be provided during normal business hours. Bottler shall not be liable for damages of any kind arising out of the delays in rendering service.

(f) Bottler agrees to commercially reasonable efforts to: (i) make quality customer service a priority; (ii) monitor the quantities of Products in Bottler's vending machines and quickly refill such machines; (iii) fulfill Product orders in a timely manner; and (iv) ensure Product provided is not expired and will remove all expired Products (if any) from Bottler's vending machines.

6. Consideration

In consideration of the rights and benefits granted to Bottler hereunder, Bottler agrees to provide Account with the following:

(a) Sponsorship Fees. Bottler agrees to pay Account an aggregate of One-Hundred Thousand-Dollar (\$100,000.00) for the entire Term ("Sponsorship Fees").

The Sponsorship Fees shall be paid in equal annual installments of Twenty-Thousand Dollars (\$20,000.00), and each annual installment shall be payable at the end of the applicable Agreement Year. The Sponsorship Fees shall be deemed earned evenly over the Agreement Year for which they are paid.

In the event Account has not fulfilled the Annual Volume Commitment of four thousand and two-hundred (4200) cases/gallons of Product for the preceding Agreement Year, Bottler shall pay a prorated amount of the annual installment of the Sponsorship Fees at the end of such Agreement Year, and Account shall not receive any unearned portion of the Sponsorship Fees. The prorated amount of the annual installment of the Sponsorship Fees shall be calculated by multiplying the annual installment amount (\$20,000.00) by the percentage of the Annual Volume Commitment that Account has fulfilled.

Account agrees that if, for any reason, there is significant change in the nature or size of Account's business or there is significant change in the volume of Products purchased by Account, then Bottler and Account may discuss to mutually agree upon a reasonable adjustment of Bottler's financial obligations to Account, as set forth in this Agreement, for the remainder of the Term. If the parties are unable to agree after a sixty (60) day period of negotiation, Bottler and/or Account have the right, at their option, to terminate this Agreement.

(b) Commissions. Bottler agrees to pay Account a monthly commission based on the commission rates and prices set forth in Exhibit B.

(c) Pricing. Account shall be entitled to purchase bottle/can/Bag in Box Fountain Products from Bottler in accordance with the price schedule set forth in Exhibit C. Such prices shall remain in effect until April 30, 2020. Thereafter, such prices will be subject to an annual increase of no more than four percent (4%) over the previous Agreement Year's price, except in the event of an increase in a component of Bottler's cost of goods, manufacture or delivery, or increases in taxes, deposits and other government related fees in which case Bottler may increase prices to cover such increased costs. Annual price increases shall occur automatically on May 1.

(d) Rebates. Bottler will pay Account a rebate of (i) One Dollar (\$1.00) for each gallon of Product purchased and paid for by Account for sale at the Facility/Facilities. The Rebates shall be paid quarterly, in arrears, within sixty (60) days after the end of each applicable three-month period each Agreement Year in which the Rebate was earned and will be based on Bottler's case sales records.

(e) Complimentary Product. Each Agreement Year, Bottler shall provide Account with up to one hundred and twenty cases of Dasani and CSD (120) standard physical cases of complimentary Products of Bottler's choosing with an annual estimated retail value of One Thousand Dollars (\$1000.00), as determined in good faith by Bottler ("Complimentary Products"). Such Complimentary Products will be provided to Account upon reasonable advance request. Account must request all available Complimentary Products during the course of each Agreement Year. If Account does not request all available Complimentary Products by the end of each Agreement Year, then any Complimentary Products remaining at the end of each Agreement Year shall be forfeited by Account and retained by Bottler with no further obligation.

(f) In the event Account employs a Concessionaire, Account will cause Concessionaire to purchase from Bottler all requirements for Beverages (and cups, lids and carbon dioxide, if applicable). Such purchases will be made at prices and on terms set forth in Bottler's existing agreement with Concessionaire, if any. If no agreement exists between Concessionaire and Bottler, such purchases will be made at prices and on terms set forth in this Agreement. Account acknowledges that there will be no duplication of allowances, funding or benefits (including pricing) to Account or Concessionaire if Concessionaire has an existing agreement with Bottler.

7. Termination

(a) If Account breaches any of its obligations set forth in this Agreement, then at its option and not as its sole remedy, Bottler may terminate this Agreement if Account fails to cure breach within thirty (30) days of receiving notice from Bottler explaining such breach, and Account shall (i) cooperate with Bottler in the process of retrieving all Equipment (i.e., allowing Bottler to enter the Facilities and remove all Equipment), (ii) pay to Bottler a pro rata portion of the costs of refurbishing and installing the Equipment,.

(b) If Bottler breaches any of its obligations set forth in this Agreement, then at its option and not as its sole remedy, Account may terminate this Agreement if Bottler fails to cure breach within thirty (30) days of receiving notice from Account explaining such breach, and Account shall (i) cooperate with Bottler in the process of retrieving all Equipment (i.e., allowing Bottler to enter the Facilities and remove all Equipment).

(c) Notwithstanding the other provisions of this Agreement, if any federal, state or local law, rule, regulation or order prohibits, restricts or in any manner interferes with the sale or advertising of Beverages at any time during the Term of this Agreement, then at its option and not as its sole remedy, Bottler may terminate this Agreement and Account shall perform the obligations set forth in subclauses (i) through (ii) in Section 7(a) above.

(d) If Account ceases to conduct business at all of the Facilities, becomes insolvent or files for protection under bankruptcy laws, then at its option and not as its sole remedy, Bottler may terminate this Agreement and Account shall perform the obligations set forth in subclauses (i) through (ii) in Section 7(a) above.

(e) Account represents and warrants that it has full right and authority to enter into this Agreement and to grant and convey to Bottler the rights set forth herein. Upon expiration or revocation of such authority, then at its option and not as its sole remedy, Bottler may terminate this Agreement, and Account shall perform the obligations set forth in subclauses (i) through (ii) in Section 7(a) above.

(f) Bottler shall have the right to withhold any complimentary product and any fees and/or funding which may become payable to Account pursuant to this Agreement if: (i) Account has failed to perform its obligations hereunder, (ii) Bottler's rights hereunder have been lost, limited or restricted, or (iii) there exists a bona fide dispute between the parties.

(g) Nothing in this section shall operate to restrict either party's other remedies in the event of a material breach.

8. Governing Law

This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without reference to its conflict of law rules.

9. Compliance with Law

Each of the parties hereto agrees that it will, in its performance of its obligations hereunder, fully comply with all applicable laws, regulations and ordinances of all relevant authorities and shall obtain all licenses, registrations or other approvals required in order to fully perform its obligations hereunder.

10. Retention of Rights

Account shall not obtain, by this Agreement, any right, title or interest in the trademarks of The Coca-Cola Company or Bottler, nor shall this Agreement give Account the right to use, refer to, or incorporate in marketing or other materials the name, logos, trademarks or copyrights of Bottler or The Coca-Cola Company.

11. Confidentiality & Disclosure

Any party who obtains any confidential or proprietary information because of this Agreement shall keep said information confidential and shall not release the same, except as may be required by law. In addition, the parties agree and acknowledge that this Agreement is subject to the Freedom of Information Act and may be disclosed in its entirety.

12. Jury Waiver

EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS IT CONTEMPLATES. THIS WAIVER APPLIES TO ANY ACTION OR LEGAL PROCEEDING, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE.

13. Entire Agreement

This Agreement along with its exhibits contains the entire agreement between the parties with respect to the subject matter hereof. Account may not assign this Agreement without the prior written consent of the Bottler. All amendments to or waivers of this Agreement must be in writing signed by all the parties.

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

BOTTLER

By: _____

Printed Name: _____

Title: _____

Date: _____

ACCOUNT

By: _____

Printed Name: Tim Gleason

Title: City Manager

Date: _____

EXHIBIT B
COMMISSIONS

Customer Facing Machines

<u>Product</u>	<u>Vend Price</u>	<u>Commission Rate</u>
12oz Cans CSD/Non Carb	\$1.25	15%
20oz CSD/Non Carb	\$1.75	15%
20oz Dasani	\$1.75	15%
20oz Powerade	\$2.00	15%
12oz Dasani Sparkling Cans	\$1.25	15%
15oz Can Monster Java	\$3.50	15%
16oz Monster Brands	\$3.50	15%
12oz Minute Maid Juice	\$2.25	15%

Employee Vending Machines

12oz Cans CSD/Non Carb	\$0.75
20oz CSD/Non Carb	\$1.25
20oz Dasani	\$1.25
20oz Powerade	\$1.50
16oz Monster Brands	\$2.50
16oz Full Throttle Brands	\$2.50

Commissions are paid based upon cash collected after deducting taxes, deposits, recycling fees, other handling fees, communication charges and credit and debit card fees, if any. Commissions shall not be payable on any sales from vending machines not filled or serviced exclusively by Bottler. Bottler may adjust the vend prices and/or commission rates as necessary to reflect changes in its costs, including cost of goods. Commissions will be paid each month following the month in which they are earned, with an accounting of all sales and monies in a form reasonably satisfactory to the Account, and shall become immediate property of Account.

*The Vend Price shall increase \$0.25 per Product in Agreement Year 3.

EXHIBIT C
INITIAL PRICE SCHEDULE*
Pricing for each Product below is for standard, full case amounts

Product	Invoice Price	Off- Invoice Rebates
12oz Cans	\$ 9.50	
12oz Can Dasani Sparkling	\$ 11.33	
20oz CSD/ Non-Carb	\$ 21.03	
20oz Dasani	\$ 12.65	
20oz Powerade	\$ 22.29	
18.5oz Gold Peak Tea	\$ 28.98	
13.7 Dunkin Donuts	\$ 41.24	
16oz Monster Brands	\$ 35.81	
12oz Minute Maid Juice	\$ 26.92	
2.5 BIB	\$ 42.05	\$ 1.00
5.0 BIB	\$ 80.70	\$ 1.00

CO2

20 lb. cylinder \$20.27 per cylinder (plus \$90 deposit per tank)

*All prices are per standard physical case and exclusive of taxes, deposits, handling fees, and recycling fees.



CONSENT AGENDA ITEM NO. 7H

FOR COUNCIL: May 28, 2019

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration and action to approve the purchase of Neptune Water Meters and accessories from Ferguson Enterprises, in an amount not to exceed \$1,100,000 for the FY 2020 Water Meter Installation Program, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed purchase be approved, and the Procurement Manager be authorized to issue the purchase order.

STRATEGIC PLAN LINK: Goals 1. Financially Sound City Providing Quality Basic Services; and 2. Upgraded City infrastructure.

STRATEGIC PLAN SIGNIFICANCE: Objectives 1a. Budget with adequate resources to support defined services and levels of services; and 2b. Quality water for the long term.

BACKGROUND: Public Works is recommending approving the purchase of Neptune Water Meters and related accessories from Ferguson Enterprises, as a limited source, in the amount not to exceed \$1,100,000 (see attached price list). The Water Division will use the funding to continue its currently-budgeted, annual Water Meter Installation Program, which utilizes existing staff to replace approximately 3,000 aged and non-radio meters in the system per year and replace meter measuring elements in large meters. In FY 2018, staff began the change-out program to remove aged meters that still have lead in the meter body while changing out the remaining non-radio meters. In addition, the program will include the purchase of compound meters, which takes an innovative approach by combining two metering technologies. In this type of meter, a positive displacement chamber measures low flow, while a turbine chamber records high flow. These meters are an ideal choice for facilities that experience rapid and wide fluctuations in water demand, such as hospitals, universities, residential complexes, manufacturing facilities, or processing facilities.

In addition to continuing the current program, staff is analyzing data related to revenue loss, an expedited meter change-out process, resource allocation, and return on investment. This analysis will also include a determination of whether additional funding is required. Staff would seek Council approval if additional funding is required. However, as the Division has a low stock of water meters at this time, staff needs to order meters to maintain system operations until the analysis is complete.

Water metering technology varies greatly from one manufacturer to another as different technology and proprietary components are used, particularly in the areas of communication of meter reading information. At this point, the reading equipment and interactivity with the utility billing software makes it extremely difficult and cost-prohibitive to invest in more than one type of meter. Simply put, different brands of water meters do not communicate well, if at all, with one another. Therefore, many utilities have settled upon a particular brand of

meter and negotiated the price of the water meters and the related accessories. City Council action on February 28, 2005 (Resolution 2005-33), specifically identified Neptune as the manufacturer of water meters to be used by the City. The City cannot competitively bid water meters of different brands and integrate them into the existing system. Ferguson Waterworks is the only distributor of Neptune products in this region (please see attached Limited Source Letter). The Water Division compared prices from FY 2019 and FY 2020 and found the average increase for meters from Ferguson Enterprises is 3% for FY 2020. See attached for additional information related to item price increases.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Funds totaling \$1,100,000 are included in the FY 2020 Budget under the Water Meter Services-Meters Account (50100150-71730). Stakeholders can locate this in the FY 2020 Proposed Budget Book titled “Other Funds & Capital Improvements” on page 89.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety, and the environment, Objective UEW-1.5. Reliable water supply and distribution system that meets the needs of the current and future residents.

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

Respectfully submitted for Council consideration.

Prepared By: Nick O'Donoghue, Supt. of Meter Services
Michael Hill, Management Analyst

Reviewed By: Robert Yehl, P.E., Asst. Director of Public Works

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

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- PW 1B Limited Source FY 2020 Water Meter Installation Program
- PW 1C Price List FY 2020 Water Meter Installation Program
- PW 1D Price Changes FY 2020 Water Meter Installation Program



NEPTUNE
TECHNOLOGY GROUP

February 11, 2019

Nick O'Donoghue

City of Bloomington
603 West Division St.
Bloomington, IL 61701

Ferguson Waterworks is the sole authorized distributor in Northern Illinois for Neptune RF meter reading equipment, Neptune water meters, Meter Interface Units and parts.

Ferguson is authorized by Neptune to submit an offer for Neptune water meters and related products.

Thank you for your interest in Neptune products. If you have any questions, please contact your local Ferguson representative T. J. Rodebaugh at 815-341-4772, your local Neptune representative Pat Prasifka, at 334-391-6128, or Neptune's bid department at 334-283-6555.

Sincerely,

Lawrence M. Russo
VP, Finance

LMR/jsk



FERGUSON WATERWORKS #2521
1720 STATE ST
DEKALB, IL 60115-2617

Phone: 815-756-2800
Fax: 815-756-2877

Deliver To:
From: Tj Rodebaugh
Comments:

17:39:36 APR 26 2019

Page 1 of 2

FERGUSON WATERWORKS #2516

Price Quotation
Phone: 815-756-2800
Fax: 815-756-2877

Bid No: B117016
Bid Date: 02/11/19
Quoted By: RDR

Cust Phone: 309-434-2334
Terms: NET 10TH PROX

Customer: CITY OF BLOOMINGTON
METERS
WATER DEPARTMENT
603 W DIVISION ST
BLOOMINGTON, IL 61701

Ship To: CITY OF BLOOMINGTON
METERS
WATER DEPARTMENT
603 W DIVISION ST
BLOOMINGTON, IL 61701

Cust PO#:

Job Name: 2019 METERS

Item	Description	Quantity	Net Price	UM	Total
NED2A11RDF3	LF 5/8 T10 MTR V4 R900I CF	1	239.350	EA	239.35
NED2B11RDF3	LF 5/8X3/4 T10 MTR V4 R900I CF	1	239.350	EA	239.35
NED2C11RDF3	LF 3/4 T10 MTR V4 R900I CF	1	309.640	EA	309.64
NED2D11RDF3	LF 3/4 SL T10 MTR V4 R900I CF	1	309.640	EA	309.64
NED2F11RDF3	LF 1 T10 MTR V4 R900I CF	1	388.570	EA	388.57
NED2H11RDF3	LF 1-1/2 T10 MTR V4 R900I CF	1	770.730	EA	770.73
NED2J11RDF3	LF 2 T10 MTR V4 R900I CF	1	931.710	EA	931.71

COMPOUNDS					

NEC2ARWF3	2 HP T/F CMPD MTR V4 R900I CF PIT	1	2064.530	EA	2064.53
NEC3BRWF3	3 T/F CMPD MTR V4 R900I CF PIT	1	3137.190	EA	3137.19
NEC3CRWF3	4 T/F CMPD MTR V4 R900I CF PIT	1	3991.740	EA	3991.74
NEC3DRWF3	6 T/F CMPD MTR V4 R900I CF PIT	1	6535.540	EA	6535.54

NRD2F13	REG 5/8 T10 V4 R900I CF INSIDE	1	205.170	EA	205.17
NRD2F23	REG 3/4 T10 V4 R900I CF INSIDE	1	205.170	EA	205.17
NRD2F33	REG 1 T10 V4 R900I CF INSIDE	1	205.170	EA	205.17
NRD2F43	REG 1-1/2 T10 V4 R900I CF INSI	1	205.170	EA	205.17
NRD2F53	REG 2 T10 V4 R900I CF INSIDE	1	205.170	EA	205.17
NRW2F13	REG 5/8 T10 V4 R900I CF	1	219.700	EA	219.70
NRW2F23	REG 3/4 T10 V4 R900I CF PIT	1	219.700	EA	219.70
NRW2F33	REG 1 T10 V4 R900I CF PIT	1	219.700	EA	219.70
NRW2F43	REG 1-1/2 T10 V4 R900I CF PIT	1	219.700	EA	219.70
NRW2F53	REG 2 T10 V4 R900I CF PIT	1	219.700	EA	219.70
NRW5F13	REG 1-1/2&2 HPT V4 R900I CF PIT	1	219.700	EA	219.70

HPT METERS					

NET4ARWF3	2 HP TURBINE MTR V4 R900I CF PIT	1	1013.220	EA	1013.22
NET4BRWF3	3 HP TURBINE MTR V4 R900I CF PIT	1	1619.830	EA	1619.83
NET4CRWF3	4 HP TURBINE MTR V4 R900I CF PIT	1	1828.100	EA	1828.10

Fax: 815-756-2877

17:39:36 APR 26 2019

Reference No: B117016

SP-NEP7D1RWF3	6 SS V4 CF PROTECTUS W/ T10 BYPASS	1	13760.790	EA	13760.79
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Net Total:	\$39483.98
Tax:	\$0.00
Freight:	\$0.00
Total:	\$39483.98

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

FERGUSON WATERWORKS
TOP 10 MOST PURCHASED ITEMS AS OF 4/30/19

ITEM NAME	FY19	FY20	% CHANGE
LF 5/8 T10 MTR V4 R900I CF	\$232.37	\$239.50	3.07%
REG 5/8 T10 V4 R900I CF INSIDE	\$199.19	\$205.17	3.00%
LF 3/4 T10 MTR V4 R900I CF	\$300.62	\$309.64	3.00%
REG 3/4 T10 V4 R900I CF INSIDE	\$199.19	\$205.17	3.00%
2 HP T/F CMPD MTR V4 R900I CF PIT	\$2,004.41	\$2,064.53	3.00%
LF 1 T10 MTR V4 R900I CF	\$377.25	\$388.57	3.00%
REG 1 T10 V4 R900I CF INSIDE	\$199.19	\$205.17	3.00%
3 HP T/F CMPD MTR V4 R900I CF PIT	\$3,137.19	\$3,137.19	0.00%
4 HP T/F CMPD MTR V4 R900I CF PIT	\$3,991.74	\$3,991.74	0.00%
6 HP T/F CMPD MTR V4 R900I CF PIT	\$6,535.54	\$6,535.34	0.00%

CITY OF
Bloomington
ILLINOIS

CONSENT AGENDA ITEM NO. 71

FOR COUNCIL: May 28, 2019

SPONSORING DEPARTMENT: City Clerk

SUBJECT: Consideration and action of an Ordinance Suspending Section 701 of Chapter 31 and Section 26(D) of Chapter 6 of the City Code Prohibiting Alcohol on Public Property as Pertains to the Davis Lodge on June 8, 2019 to allow moderate consumption of alcohol, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

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: On May 14, 2019, the Bloomington Liquor Commissioner, Tari Renner, called a hearing to order to hear the request from Janet Wiser to allow moderate consumption of alcohol on June 8, 2019, for a Birthday Celebration to be held at Davis Lodge.

Present were: Commissioners Tari Renner, Lindsey Powell, Jim Jordan; Staff present: George Boyle, Asst. Corporation Counsel, Asst. Police Chief Dan Donath, and Leslie Yocum, City Clerk.

Janet Wiser addressed the Commission. Approximately 50 guests are anticipated to attend the event that will be catered by Lake Road Inn. Wine and beer will be served. The event will be held from 6:30 P.M. until 10:30 P.M.

Motion by Commissioner Powell, seconded by Commissioner Jordan to recommend at the May 28, 2019, City Council meeting, approval of the request from Janet Wiser and suspension of the appropriate ordinances to allow moderate consumption of alcohol on June 8, 2019, for a Birthday Celebration to be held at Davis Lodge.

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

Ayes: Commissioners Powel, Jordan and Renner.

Nays: None.

Motion carried.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the May 14, 2019, Meeting of the Liquor Commission was placed on the City's web site.

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:

Respectfully submitted for Council consideration.

Prepared By: Amanda Mohan, Records & Licensing Specialist

Reviewed By: Leslie Yocum, City Clerk

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager

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

Recommended by:

A handwritten signature in black ink, appearing to read 'Tim Gleason', with a stylized flourish at the end.

Tim Gleason
City Manager

Attachments:

- CLK 1B Request
- CLK 1C Ordinance 2019 - 36



CITY OF
Bloomington
ILLINOIS

**REQUEST FOR
BEER/WINE AT A
CITY OWNED
PROPERTY**

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

APPLICANT INFORMATION

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

Janet Wiser - Host of event

Applicant Contact Information:

Phone Number: 309- [REDACTED] Email Address: [REDACTED]@yahoo.com
Address: [REDACTED]
City: Hudson State: IL Zip Code: 61748

CATERER INFORMATION

Name of Caterer: Lake Road Inn Contact Number: 309-530-5889
Address: 25106 N. 1750 East Rd.
City: Hudson State: IL Zip Code: 61748

EVENT INFORMATION

Type of Event: 65th Birthday Celebration
Date/Time of Event: June 8, 2019
Number of Attendees: 50-60

Have you secured a date with the venue checked above? ☒ YES ☐ NO

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

Janet P. Wiser
Applicant Signature

4/22/19
Date

OFFICE USE ONLY

Liquor Commission Date: 05.14.19

➤ Date Approved for Council: _____

City Council Meeting Date: 05.22.19

➤ Date Council Approved: _____

➤ Ordinance Number: _____

Confirmed Reservation and Deposit with Event Location: ☒ YES ☐ NO

Caterer has a Current City of Bloomington License: ☒ YES ☐ NO

Water/Parks Departments have been notified: ☒ YES ☐ NO

Date Received: 04.22.19 Staff Initials: alana



Water Division
115 E. Washington St.
Bloomington, IL 61702-3157
www.cityblm.org/publicworks
Phone: (309) 434-2225
Fax: (309) 434-2201

Dear Event Coordinator:

The City has restrictions regarding alcohol consumption at a City facility and in a City park. This includes the Miller Park Pavilion and Lake Bloomington Davis Lodge. The restrictions include that the event must be catered, i.e. no cash bar, and alcohol is limited to beer and wine only. Individuals are not allowed to provide or serve their own alcohol.

Anyone wishing to consume alcohol at a City facility must make that request in writing to the City Clerk's office. This request should be submitted 45 days in advance of the event.

The request must include the following information:

- Date and time of event
- Location of event
- If the event location has been reserved
- Bride and groom names, phone numbers and email addresses
- Contact information for any other individual representing the organizers
- Number of guests expected
- Name of catering business that has been selected.

The request will be presented to the Liquor Commission at their meeting which is held on the second Tuesday of each month at 4:00 p.m. in the Council chambers. A representative of the organizer must be present at this meeting.

If the Commission approves the request, it will then be scheduled for the next possible Council meeting. Under City ordinance, the Council must pass an ordinance which suspends the City Code to allow alcohol consumption for a specific day and time period.

If the event is approved by Council, the City Clerk will contact the licensed caterer to arrange for the proper license to be issued.

If you have any questions and/or require any additional information, please contact me at 309/434 – 2240. Thank you.

Sincerely,

City Clerk

DATED this 23 day of June, 20 19

Janet P. Waser

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

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

RULES FOR RENTING DAVIS LODGE

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

YOU ARE RESPONSIBLE FOR CLEANING UP

BEFORE LEAVING, THE FOLLOWING SHOULD BE DONE:

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

Maintenance or Cleaning Questions or Related Problems

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

Phone: (309) 434-2163

After Hours

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

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

Police Emergencies: County 911

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

Signature required: _____

Date: _____

Janet P. Wiser

4/23/19

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

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

OTHER STRUCTURE AGREEMENT FOR DAVIS LODGE

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

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

Signature: _____

Date: 4/22/19

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

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

RELEASE AND HOLD HARMLESS AGREEMENT

March 15, 2017

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

DATED this 23 day of April 2019

RENTAL DATE (S):

Signature Required:

Mailing Address:

Janet Wiser
[Redacted]
Hudson, IL 61748

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

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

CITY OF BLOOMINGTON IL
109 E OLIVE STREET
BLOOMINGTON, IL 61701

04/22/2019

15:09:56

CREDIT CARD

MC SALE

Card #	XXXXXXXXXXXX1003
Chip Card:	MasterCard
AID:	A0000000041010
ATC:	0027
ARQC:	6BB78D84FDB90F5A
SEQ #:	1
Batch #:	417
INVOICE	2
Approval Code:	27076P
Entry Method:	Chip Read
Mode:	Issuer

SALE AMOUNT	\$500.00
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CUSTOMER COPY

ORDINANCE NO. 2019 - 36

AN ORDINANCE SUSPENDING SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE PROHIBITING ALCOHOL ON PUBLIC PROPERTY AS PERTAINS TO THE DAVIS LODGE ON JUNE 8, 2019

WHEREAS, Janet Wiser desires to allow moderate consumption of alcohol on June 8, 2019, for a Birthday Celebration to be held at Davis Lodge at Lake Bloomington from 6:30 P.M. to 10:30 P.M.; and

WHEREAS, Janet Wiser has requested permission from the City to serve beer and wine during this event; and

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

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

Section 1: Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended as those ordinances pertain to the Davis Lodge at Lake Bloomington, on June 8, 2019 from 6:30 P.M. to 10:30 P.M.

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

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

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

PASSED this 28th day of May 2019.

APPROVED this ____ day of May 2019.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, Interim City Clerk



CONSENT AGENDA ITEM NO. 7J

FOR COUNCIL: May 28, 2019

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of a Petition for the Lake Bloomington Lease Transfer of Lot 3, Block 26, in Camp Potawatomie from Wayne A. Steffen and Linda M. Steffen to the petitioner, Marie A. Kaufmann, as well as an addendum and an easement agreement, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Lake Lease, Lease Addendum and Easement Agreement be approved, and that the Mayor and City Clerk be authorized to execute the 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 Public Works Department is recommending the approval of a Petition for the Lake Bloomington Lease Transfer of Lot 3, Block 26, in Camp Potawatomie from Wayne A. Steffen and Linda M. Steffen to the petitioner, Marie A. Kaufmann. Lot 3 has a residence, a septic system, and a dock.



The septic system for the leased premises was installed in 1955, and is now approximately 63 years old. The McLean County Health Department considers the average life expectancy of a septic system to be 20-25 years. The sewage disposal system letter from the McLean County Health Department was completed on October 8, 2018. This letter provides regulation requirements for surface discharging septic installations. In addition, the evaluation report, dated October 4, 2018, indicates that the existing system is undersized by current Health Department regulations. The seepage field is currently 200 square feet too small and the septic tank is 450 gallons too small.

Due to the size deficiencies and current location of the existing septic system, the Public Works Department is requiring that the septic system be replaced utilizing current McLean County Health Department codes and regulations within six (6) months of transfer. Due to the size of the home in relation to the leased lot, there was not sufficient area on the previously leased lot for the installation of a new septic system. Therefore, the Public Works Department is leasing an additional portion of marginal land, so that the new leased lot will contain the septic system. As a consequence of having to replace the septic system, three City of Bloomington owned trees will be negatively impacted by the construction of the new septic

system. Tree assessments, utilizing Illinois Arborist Association standards, were completed. The proposed lessee made payment for the impacted trees on May 17, 2019, in the amount of \$3,260.00.

The lease rate for this lot has increased from \$0.40 per \$100.00 of Equalized Assessed Value (EAV) to \$1.20 per \$100.00 of Equalized Assessed Value, which is reflected in the attached Proposed Lease Agreement, Section 3(A)(3).

There is currently a boat dock on the subject lot. Pursuant to Ordinance 2018-87, passed by the City Council on October 8, 2018, boat docks are allowed on leased lots with a residence and a valid lease with the City of Bloomington, so long as they obtain a permit. The proposed Lessee has agreed to apply for a permit within 6 months of entering into the lease. (See the attached lease addendum).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The City will receive an annual rent of \$1,656.24 for Lot 3 based on its EAV of \$138,020 under the new lease rate of \$1.20 cent per \$100 EAV, as well as receive \$128.28 annually for garbage collection. Lease revenue is posted into the Water Lake Maintenance Lease Income account (50100140-57590). The Garbage Collection fee is recorded in the Lake Maintenance-Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY 2020 Proposed Budget Book titled "Other Funds & Capital Improvements" on page 86.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment. Objective UEW-1.5. Reliable water supply and distribution system that meets the needs of the current and future residents.

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

Respectfully submitted for Council consideration.

Prepared By: Joseph M. Darter, Property Manager
Michael Hill, Management Analyst

Reviewed By: Brett Lueschen, Operations Manager

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

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

Recommended by:

Tim Gleason
City Manager

Attachments:

- PW 2B Current Lease Lake Lease Transfer Steffen to Kaufmann

- PW 2C Clerk Memo Lake Lease Transfer Steffen to Kaufmann
- PW 2D Petition Lake Lease Transfer Steffen to Kaufmann
- PW 2E MCHD Evaluation Lake Lease Transfer Steffen to Kaufmann
- PW 2F Kaufmann Lease Final Lake Lease Transfer Steffen to Kaufman
- PW 2G Lease Addendum Lake Lease Transfer Steffen to Kaufman
- PW 2H Location Map Lake Lease Transfer Steffen to Kaufmann
- PW 2I Unrecorded Plat Map Lake Lease Transfer Steffen to Kaufmann
- PW 2J Structure Map Lake Lease Transfer Steffen to Kaufmann
- PW 2K Photographs Lake Lease Transfer Steffen to Kaufmann
- PW 2L Lot Line Extension Map Steffen to Kaufmann
- PW 2M Easement Agreement City of Bloomington to Kaufmann

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the 17th day of DECEMBER, 1997 between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called "City," and LINDA + WAYNE STEFFEN

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

WITNESSETH

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

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

Lot 3 in Block 26 in Camp POTAWATOMIE, according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

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

3. RENT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City

Lessee Name and Mailing Address

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

Wayne & Linda Steffen
RR #1 Box 188
Hudson, IL 61748

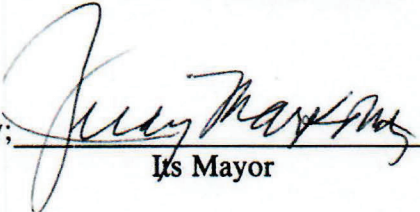
18. BINDING EFFECT. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

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

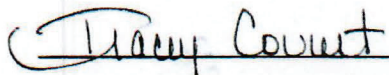
-Lessor-

-Lessee-

CITY OF BLOOMINGTON

By: 
Its Mayor

Attest:



Wayne a. Steffen
Linda Steffen

MEMO

TO: Bob Yehl, Water Dept.
FROM: Amanda Mohan, Records and Licensing Specialist
DATE: November 16, 2018
SUBJECT: Lake Bloomington Lease Transfer

A Petition and Lake Lease Transfer request has been submitted for Lot 3, Block 26 in Camp Potawatomie from Wayne A. Steffen and Linda M. Steffen to the petitioner, Marie A. Kaufman. Attached please find the Lake Lease Transfer documents.

The City will receive an annual rent of \$552.08 for Lot 3 based on its' EAV of \$138,020 under the current lease rate of .40 cent per \$100 EAV, as well as receive \$128.28 annually for garbage collection. Lease revenue is posted into the Water Lake Maintenance Lease Income account (50100140-57590). Stakeholders can locate this in the FY 2018 Budget Book titled "Adopted Other Funds Budget" on page 144. The PIN number is 07-12-205-005.

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

If you have any questions or require additional information, please contact the Clerk's Office.

Thank you for your prompt attention to this matter.

cc: Legal Dept.

LAKE BLOOMINGTON LEASE TRANSFER PETITION

That the purchase price and rentals having been paid to the City of Bloomington for:
Lot 3 Block 26 of Camp Potawatomie

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

From: Wayne A. Steffen and Linda M. Steffen

(Sellers Name)

To: Marie A. Kaufmann

(Buyers Name)

Wayne A. Steffen
Linda M. Steffen

(Signatures of Seller)

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

Now comes Marie A. Kaufmann

(Buyer) and re-

spectfully shows that ~~He/She/They~~ became the purchaser of all right, title and interest of
Wayne A. Steffen and Linda M. Steffen

(Seller) In and

to the Lease made on the (Date) 12/17/1997 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

Wayne A. Steffen and Linda M. Steffen

(Seller)

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

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

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

Respectfully submitted,

x Marie A. Kaufmann

(Signature of Buyer(s))

WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON LOT 3
BLOCK 26 CAMP POTAWATOMIE, OF LAKE BLOOMINGTON.

Now comes the City of Bloomington and gives this, its written consent to the assignment on all right, title and interest of (seller) Wayne A. Steffen and Linda M. Steffen in and to the premises known as Lot 3 Block 26 in Camp Potawatomie, McLean County, Illinois and to the leases thereon executed by the City of Bloomington, Illinois.

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

Executed this _____ day of _____.

, Mayor



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

October 8, 2018

Mr. & Mrs. Wayne Steffen
1611 Whitmer Court
Bloomington, IL 61704

Re: Septic Permit #55-7308
Parcel #07-12-205-005
Lot 3, Lake Bloomington - Potowatomie Subdivision

Dear Mr. & Mrs. Steffen:

On October 5, 2018, this department received a septic system evaluation report from Mr. Dale Williamson, a McLean County licensed private sewage system installer, regarding the above-referenced property. The septic system evaluation was performed on October 4, 2018 and the following deficiencies were noted:

- The hot tub discharges to the ground surface. This may remain as is until the septic system is repaired or replaced or a nuisance condition is created.
- The basement floor drain discharges to a tile. The floor drain cannot be used as a discharge point for sewage producing fixtures such as sinks, laundry waste or showers.
- The septic tank is a minimum of 450 gallons too small. This may remain as is until the septic system is repaired or replaced.
- A portion of the seepage field is installed up to 12" deeper than allowed by code. This may remain as is until the septic system is repaired or replaced.
- The seepage field is a minimum of 200 square feet too small. This may remain as is until the septic system is repaired or replaced.

In summary, the septic system was installed in 1955 and is now approximately 63 years old. This office considers the average life expectancy of a septic system to be 20 to 25 years. The property has been vacant and may evaluate differently under normal use conditions.

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

Mr. & Mrs. Wayne Steffen
October 8, 2018
Page 2

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

Respectfully,



Thomas J. Anderson
Director of Environmental Health

cc: Mr. Dale Williamson, Williamson Farm Drainage II, LLC
Mr. Rick Twait, City of Bloomington
Mr. & Mrs. Andrew Kaufman

TJA:AC:hm

AC-0601-18-229

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

For Office Use Only

Log #: _____
Date Received: _____

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

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

1. Current Owner Information:

Name: Wayne A. & Linda M. Steffen

Address: 1611 Whitmer Ct.

Bloomington, IL. 61704

Phone #: Day: 309-808-1634 Home: _____

2. Requestor Information:

Name: Andrew S. & Marie A. Kaufmann

Address: 4 Eastwood Ct.

Towanda, IL. 61776

Phone #: 309-831-8394 Home: _____

3. Property Information:

Parcel Number (Tax ID): 07-12-205-005

Date Evaluation Performed: 10-4-18

Address of property evaluated: 17515 Sandpiper St. Hudson Sub. & Lot: Camp Potawatomie 3

Permit available from Health Dept.: Yes ☒ No ☐ Permit Number: 55-7308

4. Interview Information:

Person interviewed: Wayne

Original owner: Yes ☐ No ☒

Age of home (years): 60

Intended for seasonal use: Yes ☐ No ☒

Date last occupied: 7-28-18

Number of occupants: Vacant

Has tank ever been pumped: Yes ☒ No ☐

If yes, how often: Every 2 years

5. Interior Evaluation:

Number of bedrooms: 3

Garbage disposal: Yes ☐ No ☒

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

Water softener discharges to: NA

Clothes washer discharges to: Septic

Dishwasher discharges to: Septic

Hot tub discharges to: Surface

Basement plumbing fixtures:

Discharge locations:

a. All

a. Septic

b. _____

b. _____

c. _____

c. _____

d. _____

d. _____

Basement floor drains discharge to: Tile

Garage floor drains discharge to: NA

Sump pit/pump discharges to: NA

Downspouts discharge to: Surface

6. **Exterior Evaluation Points:**

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

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

Tank One: N/A ☐	Yes	No	Tank Two: N/A ☒	Yes	No
Depth of soil to top of tank: 28 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: 550 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: 11 inches to 36 inches

Square feet of field: 400 square feet

	Yes	No
Meets current code sizing requirements:	☐	☒
Seepage standing on ground surface:	☐	☒
Lush vegetation or saturated soil on or near seepage field area:	☐	☒
Evidence that water has ponded over seepage field or the soil is saturated:	☐	☒
Solids or "carry over" material present in the rock or bedding material:	☐	☒
Depth of water in trench: 0 inches		

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

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

D. **SEEPAGE BED -- This Section N/A** ☒

Depth to top of bed: _____ inches to _____ inches

Square feet of bed: _____ square feet

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

E. SAND FILTER -- This Section N/A ☒

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

Square feet of sand filter: _____ square feet

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

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

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

G. AEROBIC UNIT -- This Section N/A ☒

Manufacturer: _____ Model number: _____

Size of unit: _____ gallons

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

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 sixty years old, the Septic Tank does not need to be pumped at this time but should be checked every three to five years and pumped as needed. The System is undersized by current Health Department Regulations. The System appeared that it was functioning normally at this time but the house has been vacant 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 of how the sewage disposal system may function at any time in the future.

Dale L. Williamson
Inspector Name (print)

Dale L. Williamson
Signature

Date: October 4, 2018

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the 28th day of May, 2019

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

(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 , Towanda, County of McLean, State of Illinois, hereinafter called "Lessee,"

WITNESSETH

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

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

Lot 3 in Block 26 in Camp Potawtomie 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, as well as that additional proposed lease area designated in the Plat of Survey attached as Exhibit A.

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

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

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

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

~~1) If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of 15¢ (\$.15) per \$100 of equalized assessed value (hereafter EAV) for said property, including land and improvements, as determined by the Supervisor of Assessments of~~

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

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

3) If the Lessee is not eligible for the 15¢ (\$.15) or 40¢ (\$.40) per \$100 EAV rental rate, the rent shall be charged at the rate of \$1.20 per \$100 EAV.

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

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

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

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

improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.

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

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

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

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

City

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

Lessee Name and Mailing Address

Maria A. Kaufmann
4 Eastwood Court
Towanda, IL 61776

Lessee Billing Address

Maria A. Kaufmann
4 Eastwood Court
Towanda, IL 61776

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

EXHIBIT A

PLAT OF SURVEY

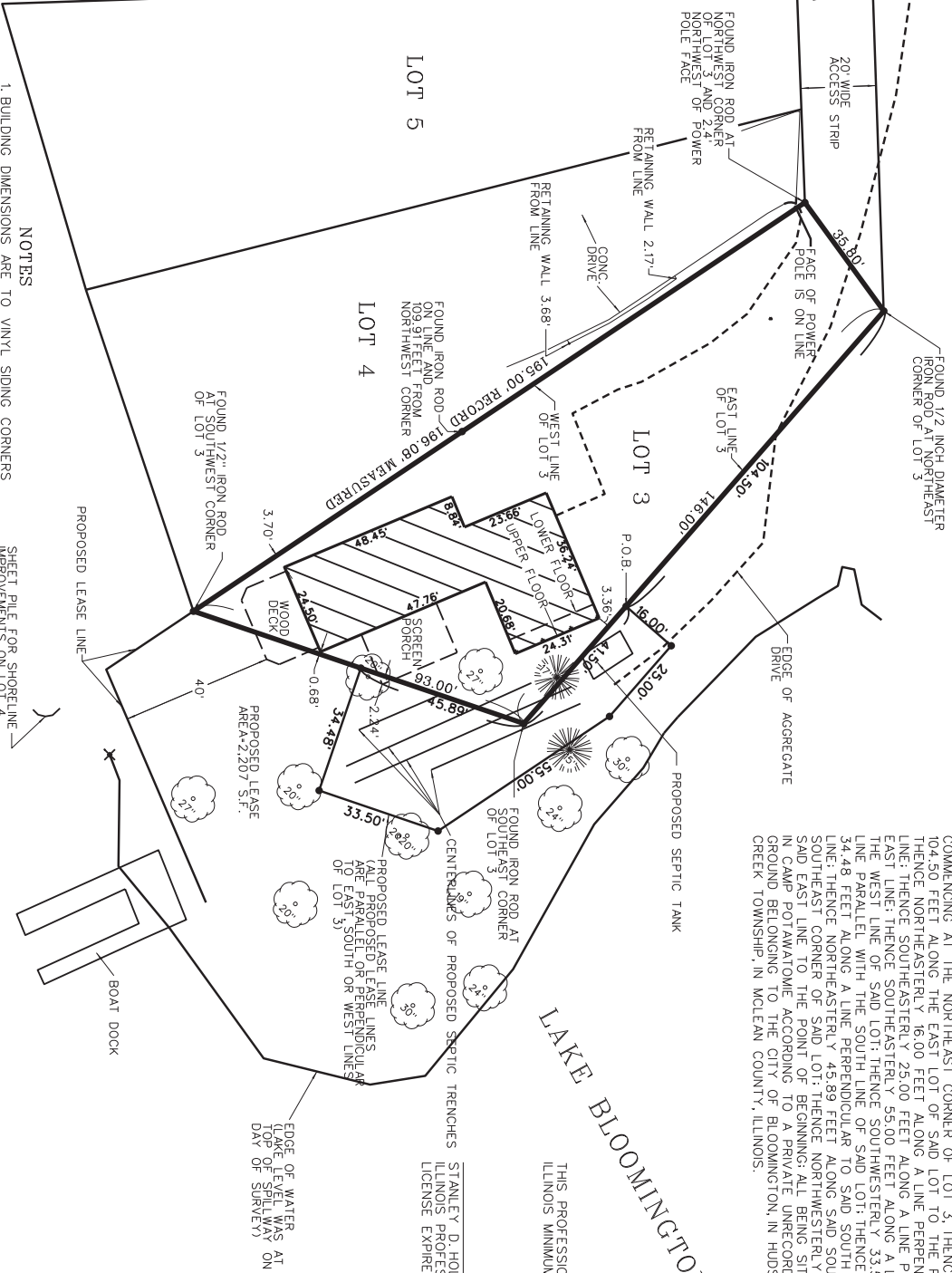
LOT 3 IN BLOCK 26 IN CAMP POTAWATOMIE ACCORDING TO A PRIVATE UNRECORDED PLAT OF THE GROUND BELONGING TO THE CITY OF BLOOMINGTON, IN HUDSON AND MONEY CREEK TOWNSHIP, IN MCLEAN COUNTY, ILLINOIS.

DESCRIPTION OF PROPOSED LEASE AREA

COMMENCING AT THE NORTHEAST CORNER OF LOT 3, THENCE SOUTHEASTERLY 104.50 FEET ALONG THE EAST LOT TO THE POINT OF BEGINNING; THENCE NORTHEASTERLY 16.00 FEET ALONG A LINE PERPENDICULAR TO SAID EAST LINE; THENCE SOUTHEASTERLY 25.00 FEET ALONG A LINE PARALLEL WITH SAID EAST LINE; THENCE SOUTHEASTERLY 55.00 FEET ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOT; THENCE SOUTHWESTERLY 33.50 FEET ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT; THENCE NORTHEASTERLY 34.48 FEET ALONG A LINE PERPENDICULAR TO SAID SOUTH LINE TO SAID SOUTH LINE; THENCE NORTHEASTERLY 45.89 FEET ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF SAID LOT; THENCE NORTHEASTERLY 41.50 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING; ALL BEING SITUATED IN BLOCK 26 IN CAMP POTAWATOMIE ACCORDING TO A PRIVATE UNRECORDED PLAT OF THE GROUND BELONGING TO THE CITY OF BLOOMINGTON, IN HUDSON AND MONEY CREEK TOWNSHIP, IN MCLEAN COUNTY, ILLINOIS.



1750 EAST ROAD



THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

STANLEY D. HOLZHAUSER
ILLINOIS PROFESSIONAL LAND SURVEYOR #35-3300
LICENSE EXPIRES 11/30/2020

NOTES

1. BUILDING DIMENSIONS ARE TO VINYL SIDING CORNERS
- - SET • 5 REBAR UNLESS OTHERWISE NOTED

SHEET PILE FOR SHORELINE IMPROVEMENTS ON LOT 4

PLAT OF SURVEY

LOT 3 IN BLOCK 26
CAMP POTAWATOMIE
LAKE BLOOMINGTON



HOLZHAUSER
SURVEYING
(815) 842-1720

JOB #	19504	DATE	03/04/19	SCALE	1"=30'
SURV.	SDH	DRAWN	SDH	DESIGN	
FILE #	MCLEAN CTY., LAKE BLOOMINGTON				
				SHEET #	1 OF 1

LEASE ADDENDUM

This Lease Addendum is entered into by and between the City of Bloomington, McLean County, Illinois, a Municipal Corporation, (hereinafter, "Lessor") and Marie A. Kaufmann, (hereinafter, "Lessee") and is intended by the parties to be incorporated into and made a part of the lake lot lease between the parties for Lot 3 in Block 26 in Camp Potawatomie and enforceable under the terms of said lease.

1. Lessee shall install a new septic system on the leased premises that is compliant with McLean County code within six months of the parties having entered into the lot lease. The septic system must be contained entirely within the leased lot.

2. Lessee shall apply for a Lake Bloomington boat dock permit within six months of the parties having entered into the lot lease.

3. This supplemental lease agreement shall be enforceable under the terms of the lease it supplements in the same manner and to the same extent as the terms of the lease.

LESSOR:

City of Bloomington,
a Municipal Corporation

By: _____
Tari Renner, Mayor

ATTEST: _____
Leslie Yocum, City Clerk

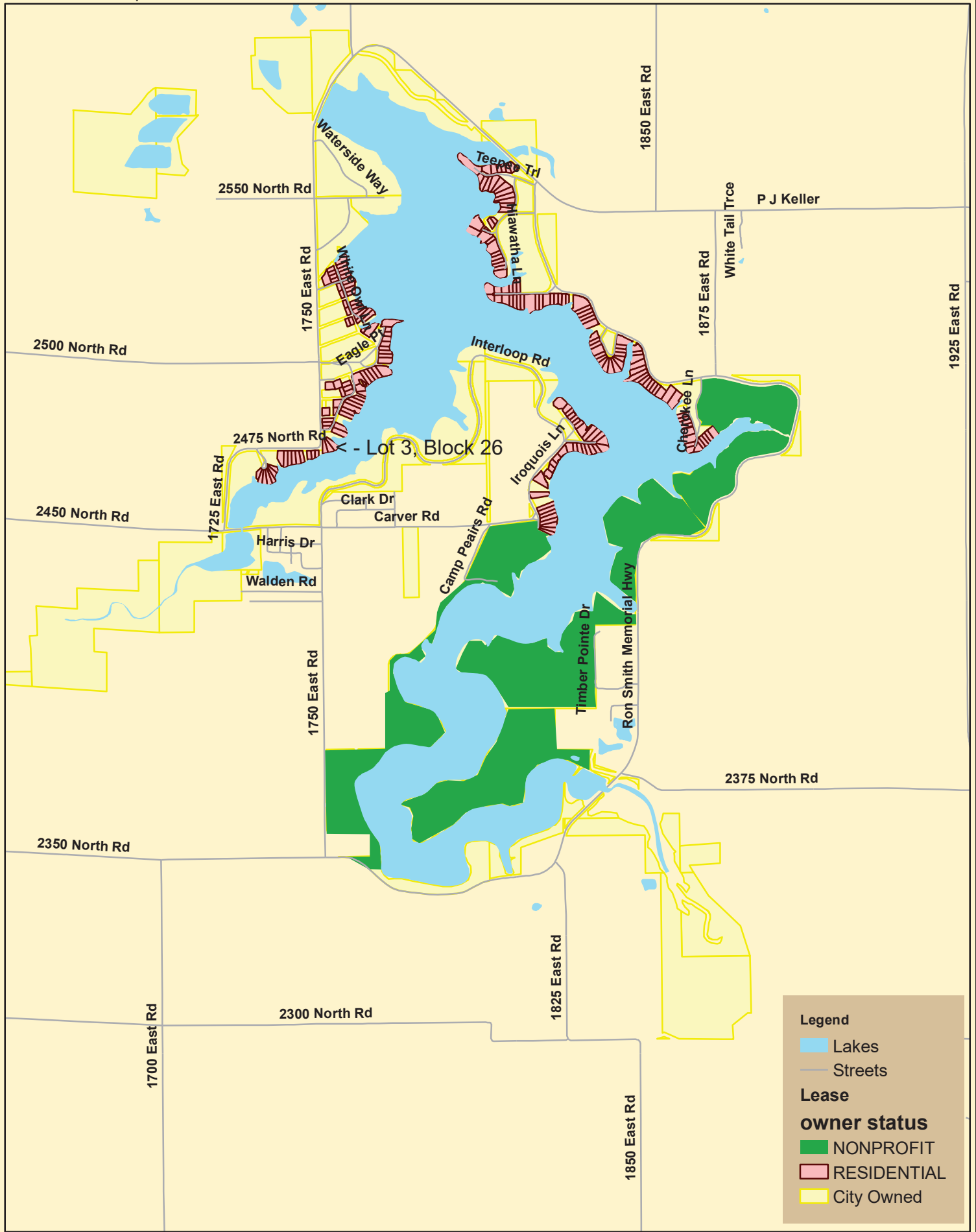
LESSEE:

Marie A. Kaufmann

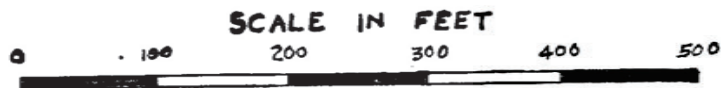
Lake Bloomington Lease Map



0 1,000 2,000 Feet



ON WEST SHORE OF LAKE BLOOMINGTON



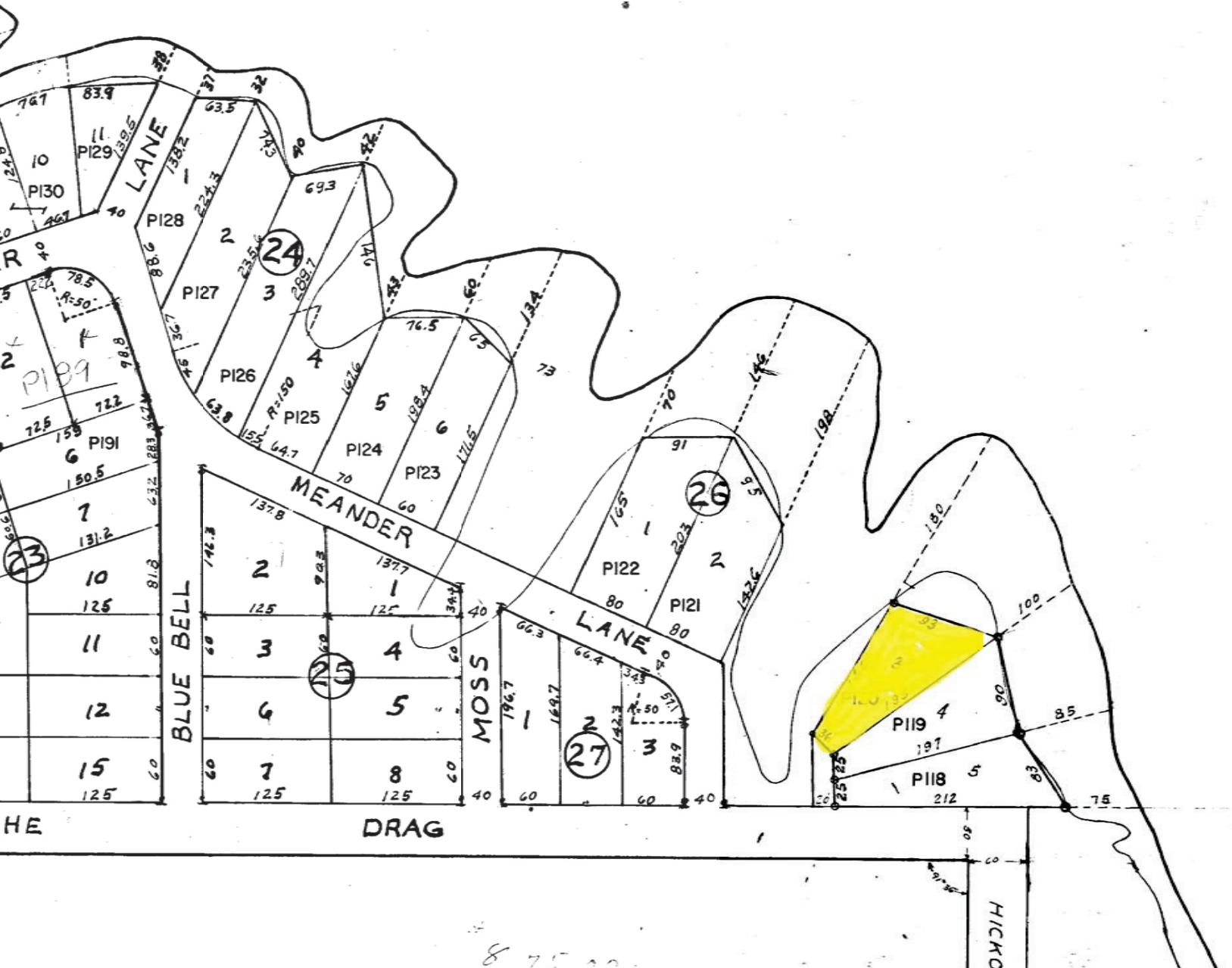
Note: 1 Denotes 3' R.R. Rails
Planted 3' in Ground
X = Iron Pins

Jan. 1957

RE-SURVEY BLK'S 21x22 1936

PI59 = MAILING ADDRESS 1/86

RE-SURVEY of LOTS 10 & 11
BLK. 22 1940



17515 Sandpiper Lane Structure Map



McGIS does not guarantee the accuracy of the information displayed. Only on-site verification or field surveys by a licensed professional land surveyor can provide such accuracy. Use for display and reference purposes only.

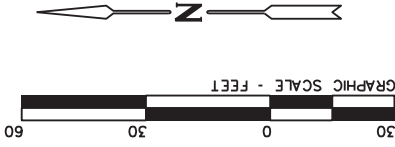






PLAT OF SURVEY

LOT 3 IN BLOCK 26 IN CAMP POTAWATOMIE, ACCORDING TO A PRIVATE UNRECORDED PLAT OF THE GROUND BELONGING TO THE CITY OF BLOOMINGTON, IN HUDSON AND MONEY CREEK TOWNSHIP, IN MCLEAN COUNTY, ILLINOIS.



DESCRIPTION OF PROPOSED LEASE AREA

COMMENCING AT THE NORTHEAST CORNER OF LOT 3, THENCE SOUTHEASTERLY 104.50 FEET ALONG THE EAST LOT OF SAID LOT TO THE POINT OF BEGINNING; THENCE NORTHEASTERLY 16.00 FEET ALONG A LINE PERPENDICULAR TO SAID EAST LINE; THENCE SOUTHEASTERLY 25.00 FEET ALONG A LINE PARALLEL WITH SAID EAST LINE; THENCE SOUTHEASTERLY 55.00 FEET ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOT; THENCE SOUTHWESTERLY 33.50 FEET ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT; THENCE NORTHWESTERLY 34.48 FEET ALONG A LINE PERPENDICULAR TO SAID SOUTH LINE TO SAID SOUTH LINE; THENCE NORTHEASTERLY 45.89 FEET ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF SAID LOT; THENCE NORTHWESTERLY 41.50 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING; ALL BEING SITUATED IN BLOCK 26 IN CAMP POTAWATOMIE ACCORDING TO A PRIVATE UNRECORDED PLAT OF THE GROUND BELONGING TO THE CITY OF BLOOMINGTON, IN HUDSON AND MONEY CREEK TOWNSHIP, IN MCLEAN COUNTY, ILLINOIS.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

STANLEY D. HOLZHAUER
ILLINOIS PROFESSIONAL LAND SURVEYOR #35-3300
LICENSE EXPIRES 11/30/2020

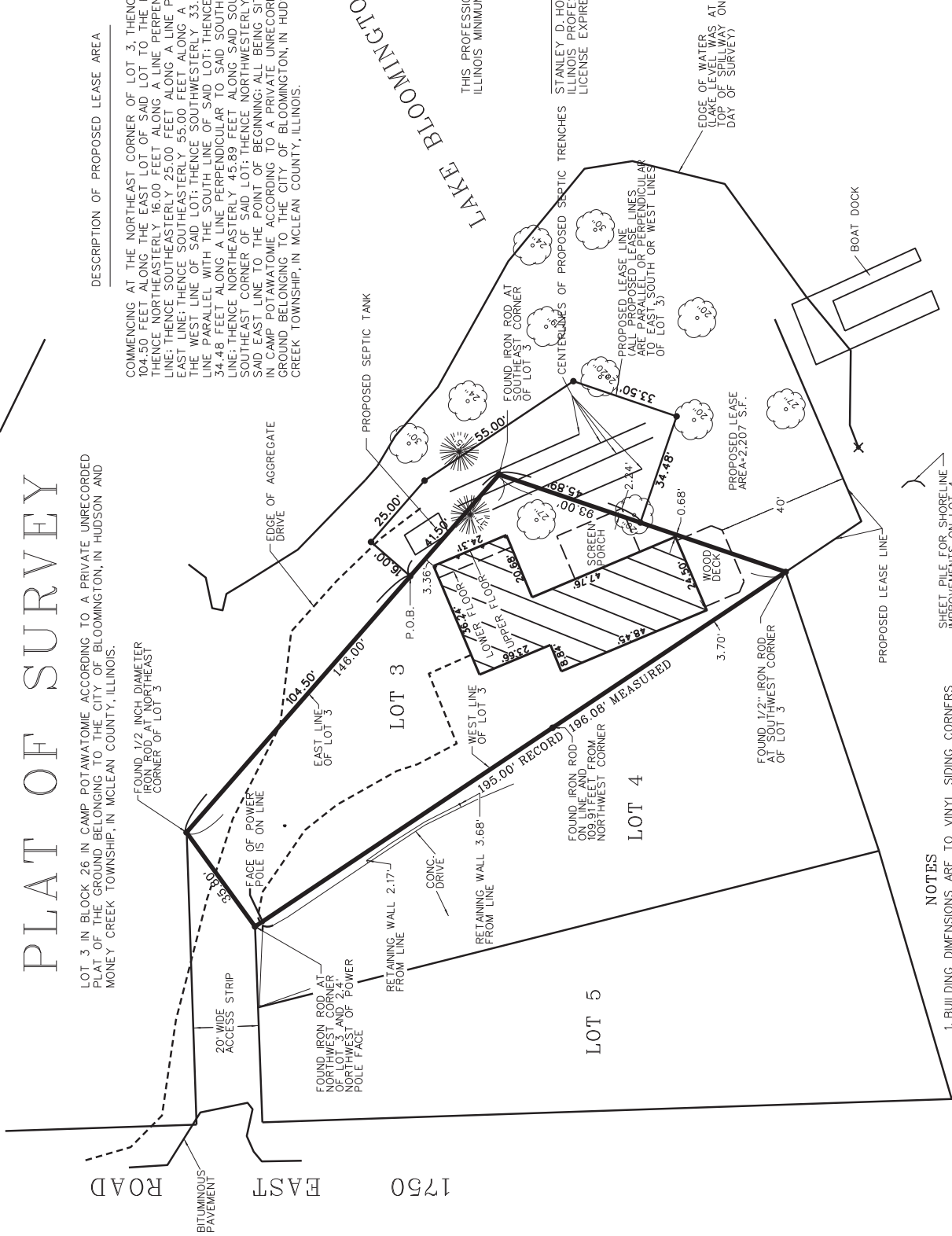
PLAT OF SURVEY

LOT 3 IN BLOCK 26
CAMP POTAWATOMIE
LAKE BLOOMINGTON



**HOLZHAUSER
SURVEYING**
(815) 842-1720

JOB	19504	DATE	03/04/19	SCALE	1"=30'
SURV	SDH	DRAWN	SDH	DESIGN	
FILE	MCLEAN CTY., LAKE BLOOMINGTON				SHEET 1 OF 1



NOTES

1. BUILDING DIMENSIONS ARE TO VINYL SIDING CORNERS
- - SET #5 REBAR UNLESS OTHERWISE NOTED

SHEET PILE FOR SHORELINE IMPROVEMENTS ON LOT 4

EASEMENT AGREEMENT FOR CONSTRUCTION, MAINTENANCE,
& REPLACEMENT OF DECK – 17515 SANDPIPER, HUDSON, ILLINOIS

THIS AGREEMENT made and entered into this 30th day of May, 2019, is by and between Marie A. Kaufmann, of Towanda, Illinois, Party of the First Part; and the City of Bloomington, of McLean County, Illinois, Party of the Second Part and is supplemental, contingent upon the lease between the parties approved the City Council of the City of Bloomington on May 28, 2019, (hereinafter, “the lease”):

WHEREAS, the Party of the First Part is the holder of a long-term lease with the City of Bloomington whereby she leases the following described real estate, legally described as follows:

COMMENCING AT THE NORTHEAST CORNER OF LOT 3, THENCE SOUTHEASTERLY 104.50 FEET ALONG THE EAST LINE OF SAID LOT TO THE POINT OF BEGINNING; THENCE NORTHEASTERLY 16.00 FEET ALONG A LINE PERPENDICULAR TO SAID EAST LINE; THENCE SOUTHEASTERLY 25.00 FEET ALONG A LINE PARALLEL WITH SAID EAST LINE; THENCE SOUTHEASTERLY 55.00 FEET ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOT; THENCE SOUTHWESTERLY 33.50 FEET ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT; THENCE NORTHWESTERLY 34.48 FEET ALONG A LINE PERPENDICULAR TO SAID SOUTH LINE TO SAID SOUTH LINE; THENCE NORTHEASTERLY 45.89 FEET ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF SAID LOT; THENCE NORTHWESTERLY 41.50 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING; ALL BEING SITUATED IN BLOCK 26 IN CAMP POTAWATOMIE ACCORDING TO A PRIVATE UNRECORDED PLAT OF THE GROUND BELONGING TO THE CITY OF BLOOMINGTON, IN HUDSON AND MONEY CREEK TOWNSHIP, IN MCLEAN COUNTY, ILLINOIS, commonly known as 17515 Sandpiper, Hudson, Illinois; and

WHEREAS, the above described real estate is further shown on a plat of survey prepared by surveyor Stanley D. Holzhauer which is attached hereto as Schedule A; and,

WHEREAS, the attached plat of survey of the leased premises shows that a portion of the footprint of current deck lies outside of the boundary line of the area leased to First Party; and

WHEREAS, the current deck is in disrepair and is not currently in compliance with the standards of the City of Bloomington building code; and,

WHEREAS, First Party desires to replace, use and maintain the deck in its current location even though a portion of the footprint of said deck lies outside the leased area; and,

WHEREAS, Second Party is willing to permit First Party to rebuild, use, and maintain the deck within the original footprint upon certain conditions

NOW, THEREFORE, in consideration of these mutual covenants and agreements it is agreed as follows:

1. First Party shall be permitted by Second Party to rebuild the current deck so long as the replacement deck is constructed within an area no larger than the current footprint and so long as said replacement takes place within one year of the date of the creation of this easement.

2. First Party agrees to obtain all necessary permits from the City of Bloomington and the construction of the deck shall comply with the City of Bloomington building code.

3. First Party shall be permitted to repair and maintain the deck at all times during the term of the lease.

4. The easement created by this agreement shall exist until the earlier of the following events:

- (a) termination of the lease; or
- (b) replacement or removal of the deck occurring more than one year after the creation of this easement.

5. First Party agrees to hold Second Party harmless for all responsibility for the construction and ongoing maintenance of the deck and shall indemnify Second Party for any and all liability for any injuries or accidents arising out the construction, maintenance, and use of the deck.

6. This agreement supersedes all prior written or oral agreements and may be recorded at the discretion of First Party in the Office of the Recorder of Deeds of McLean County, Illinois.\

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year first above written.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART
CITY OF BLOOMINGTON, IL

Marie S. Kaufmann

By: _____,
_____, Title

Attest: _____
City Clerk

STATE OF ILLINOIS)
) ss.
County of _____)

I, the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY, that MARIE S. KAUFMANN, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this _____ day of _____, A.D. 2019.

Notary Public

STATE OF ILLINOIS)
) ss.
County of _____)

I, the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY, that _____ as _____ (title) of/for the City of Bloomington, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this _____ day of _____, A.D. 2019.

Notary Public

CITY OF
Bloomington ILLINOIS
CONSENT AGENDA ITEM NO. 7K

FOR COUNCIL: May 28, 2019

SPONSORING DEPARTMENT: Legal

SUBJECT: Consideration and action to approve a settlement with two video gaming establishments, Killarney's Irish Pub and Lakeside Country Club, for failure to obtain a video gaming license from the City in 2018, as requested by the Legal Department.

RECOMMENDED MOTION: City staff be authorized to settle the claims against Killarney's Irish Pub and Lakeside Country Club, in an amount of \$750 per terminal.

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: On February 27, 2018, the City Council adopted an ordinance requiring establishments having video gaming terminals to obtain a City of Bloomington video gaming license. At that time, no fee was established by the City, however all establishments operating video gaming were required to apply for and obtain a license from the City by March 1, 2018.

The City recently updated its provisions on video gaming licenses to require an annual fee along with the license. When enacting these provisions, the City became aware that two establishments had failed to obtain the necessary license in 2018. Since the two establishments held the necessary licenses from the State of Illinois and had operational video gaming when the licensing ordinance was enacted, they are eligible to receive a video gaming license. As a result of the violation, City staff is recommending each location be fined \$750 per terminal for the year in which they operated without a City license. This exceeds the current licensure fees but is significantly less than the potential minimum fines (i.e., \$100 per day) under the ordinance.

The two establishments at issue are Killarney's Irish Pub and Lakeside Country Club. Killarney's Irish Pub operates two video gaming terminals and its fine will therefore be \$1,500. Lakeside Country Club operates five video gaming terminals and its fine will therefore be \$3,750.

With the recent implementation of fees for video gaming licenses, the City now has in place the necessary procedures to quickly identify any establishments operating without a license. As this licensure program is no longer new to the City and internal procedures are now in place to identify issues, the City anticipates taking stronger, quicker and more aggressive actions against any establishment that would fail to obtain the necessary City license in the future.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the fines totaling \$5,250 will be receipted into the Non-Departmental-Liquor Fines and Penalties account (10010010-55050). Stakeholders can locate this in the FY 2020 Proposed Budget Book titled “Budget Overview & General Fund” on page 111.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Jeffrey R. Jurgens, Corporation Counsel

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

Recommended by:

A handwritten signature in black ink, appearing to read 'Tim Gleason', with a stylized flourish at the end.

Tim Gleason
City Manager

REGULAR AGENDA



REGULAR AGENDA ITEM NO. 8A

FOR COUNCIL: May 28, 2019

SPONSORING DEPARTMENT: Library

SUBJECT: Consideration and action to ratify a Contract with AFSCME Local 699 who represent workers at the Bloomington Public Library, as requested by the Bloomington Public Library.

RECOMMENDED MOTION: The proposed AFSCME Local 699 Library Contract be ratified.

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

STRATEGIC PLAN SIGNIFICANCE: Objectives 1d. City services delivery in the most cost effective, efficient manner and 1e. Partnering with others for the most cost-effective service delivery.

BACKGROUND: On March 15, 2019, Local 699 and Library staff began negotiating the terms of a collective bargaining agreement to succeed the agreement that expired on April 30, 2019. The expired agreement can be located at www.cityblm.org under Human Resources in a folder titled Labor Contracts. The parties were able to reach a Tentative Agreement, the Union ratified the Tentative Agreement on May 14, 2019, and the Library Board approved the Tentative Agreement on May 21, 2019. Highlights from the Tentative Agreement include:

Term of Agreement

3-year agreement

Sick Leave Buy Back

In October 2018, the City Council passed Ordinance 2018-96 in support of finding a way to ease the financial impact associated with Sick Leave Buy Back. We believe this agreement, if approved, will bring significant savings to the City and Library as it will effectively end future sick leave buy back-related accelerated pension payments and reduce the artificial inflation of employee pensions for this employee group after May 1, 2020. This City Council goal was accomplished through what we would call a fair give and take between both parties and an appreciated willingness by Local 699 to modify the timing of how accrued sick leave is paid to eligible employees.

Employees will be allowed to retire/resign and receive eligible Sick Leave Buy Back (SLBB) payments in accordance with the current payout practice through April 30, 2020 if they provide notice by October 31, 2019. Any employee who fails to provide such notice or leaves after May 1, 2020 shall be paid out for sick leave in a manner which does not incur an Accelerated Payment from Sick Leave Buy Back from IMRF. Employees leaving prior to April

30, 2020, who have Sick Leave Buy Back paid out under the current practice, who do not draw their pension immediately will result in a future Accelerated Payment when the employee applies for their pension.

Sick Leave Buy Back maximums increased to 1,440 hours for employees hired prior to May 1, 1997 and 75% of 960 hours for employees hired from May 1, 1997 through April 30, 2010. Employees must have at least 350 hours of sick leave to be eligible for Sick Leave Buy Bank. Supplemental Sick Leave for IMRF Creditable Service accrued prior to April 30, 2020, may be used to reach the Sick Leave Buy Back maximums. No new Supplemental Sick Leave for IMRF Creditable Service will be accrued after April 30, 2020. As of May 1, 2020, all bargaining unit employees who are at the maximum allowable Sick Leave balance (960) will have up to 50% (4 hours) paid monthly into a Retirement Health Savings (RHS) Account.

Please note that Accelerated Payments may be prompted through other payments such as overtime and vacation.

Wages

All bargaining unit employees will receive an across the board increase effective May 1, 2019 of 1.25%.

Effective November 1, 2019, employees not electing to retire/resign under the current Sick Leave Buy Back practice, will receive an additional increase of 1.25%, retroactive to May 1, 2019. Employees who are not eligible for SLBB will receive a \$250 one-time bonus and those employees eligible for SLBB (but not leaving prior to April 30, 2020) will receive a \$750 one-time bonus.

Effective May 1, 2020, all bargaining unit employees, with the exception of custodians, will receive an across the board increase of 3%. Full time Custodian pay will move to \$17.00 per hour and part time custodian pay will move to \$14.45 per hour.

Effective May 1, 2021, all bargaining unit employees will receive an across the board increase of 2.5%.

Effective January 1, 2022, shelver pay will move to \$12 per hour (reflecting the IL minimum wage increase).

Insurance

A Health Savings Account (HSA) eligible PPO (High Deductible Health Insurance Plan) was added as of 1/1/2020, as a Health Insurance option for the bargaining unit employees. The union agreed the City has an exclusive right to alter or amend the HSA plan, seed contributions, etc. The parties agreed to the Enhanced Vision Insurance changes.

Leave Benefits

Holidays - The Library will be closed the Friday after Thanksgiving Day and it will be considered an 8-hour holiday for full time staff.

Vacation Leave - All vacation requests may be submitted up to one year in advance.

Sick Leave - Care for the illness of spouses, children, and parents of employees qualifies for sick leave.

Bereavement Leave - Adjusted from three days (at any time) to four consecutive days for immediate family members and the addition of one day for the loss of an aunt, uncle, niece or nephew.

FMLA Leave - Allows for the employee to reserve a week of paid time off when using paid time off concurrently with FMLA.

Miscellaneous Items

Housekeeping - Corrected miscellaneous typos and replaced/eliminated outdated terms.

Seasonal Employees - The Library is now able to have up to four year-round seasonal (temporary) positions that are not covered by the bargaining unit.

Dues - If a union member requests to change their membership/dues status, the Library will notify the Union Representatives.

Training and Education - When a part-time employee moves to a full-time position, their part-time service will be prorated to count towards eligibility requirements for tuition reimbursement.

Uniforms - Updated language regarding the number of custodial uniforms provided.

Union Orientation - Updated language regarding time allocated for union orientation.

Bookmobile - Extends the time allowed to obtain a CDL.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Library Board and AFSCME Local 699

FINANCIAL IMPACT:

- **Rate Increase:** Increase in hourly rates over the three-year term of this contract will result in an anticipated cost of approximately \$121,800 related to the previous year's base (this cost may be lower based on vacancy savings):
 - FY20 costs of \$37,100 were included in the FY20 budget.
 - FY21 costs of \$45,600 will be included in the FY21 budget process.
 - FY22 costs of \$39,100 will be included in the FY22 budget process.
- **One-Time Bonus:** The one-time bonus for employees ineligible for Sick Leave Buy Back is estimated at \$13,250, with those eligible estimated at \$7,500. Both will be paid in FY2020. These costs were not included in the FY20 adopted budget. It is anticipated vacancy savings will partially offset this increase, with the remainder accommodated by Operational budget management.

- Cost Avoidance (SLBB): Library management staff anticipates a number of retirements as a result of this new language, as 4 employees within the bargaining unit could leave the Library by 4/30/20 and have their SLBB paid in a way that would positively impact their pension benefit. However, by making this change there will be least 9 bargaining unit employees who, when retiring from the Library, will have SLBB payments made in a way that will not impact their pension. At least one IMRF Accelerated Payment for a Library union employee was almost \$55,000. That said, long-term cost savings is significant.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Jeanne Hamilton, Library Director

Reviewed By: Angie Brown, Asst. Human Resources Manager

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

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

CITY OF
Bloomington ILLINOIS
REGULAR AGENDA ITEM NO. 8B

FOR COUNCIL: May 28, 2019

SPONSORING DEPARTMENT: Parks, Recreation, and Cultural Arts

SUBJECT: Consideration and action of an Ordinance Establishing the Downtown Cultural District and Adopting the Boundaries Thereof, as requested by the Cultural Commission and the Parks, Recreation, Cultural Arts Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK: Goals 5. Great Place - Livable, Sustainable City and 6. Prosperous Downtown Bloomington.

STRATEGIC PLAN SIGNIFICANCE: Objectives 6b. Downtown Vision and Plan used to guide development, redevelopment and investments and 6c. Downtown becoming a community and regional destination.

BACKGROUND: As their mission states, the Bloomington Cultural Commission, through advocacy, education and support, is dedicated to inspiring accessible and diverse artistic and cultural experiences, thus enhancing the value of the community's creative and economic life. To this end, the Cultural Commission was tasked with establishing a Cultural District in Downtown Bloomington.

A Cultural district, particularly one designed to serve as an incubator of creativity, is real evidence the City is embracing a new economic driver. Cultural districts serve to inform, enlighten, and attract the whole community, but also represent an important economic initiative that serves the larger creative industry. The creative industry, as recognized by the American for the Arts, is one of the fastest growing sectors of the U.S. economy, and staff wishes to maximize these opportunities for funding of the BCPA and Creativity Center.

A Cultural District designation provides the City of Bloomington with additional opportunities for grants from private enterprises and philanthropic organizations; and it is easier to seek funding in particular, if such formal designation is given. *Our Town* and *Art Works* by the National Endowment for the Arts and the Infrastructure and Capacity Building Challenge by the National Endowment for the Humanities are specific grants that require a cultural district designation.

A cultural district is a geographic area that has a concentration of cultural facilities, activities and assets. It is a walkable area that is easily identifiable to visitors and residents and serves as a center of cultural, artistic and economic activity. A cultural district may contain galleries, live performance venues, theaters, artist studios, museums, arts centers, arts schools, and public art pieces. A cultural district may also contain businesses like restaurants, banks, or

parks whose primary purpose is not arts, but that regularly creates opportunities for the public to encounter the arts.

The Cultural Commission developed the following criteria for cultural districts and applied them to determine the most appropriate demographic area for the Downtown Cultural District in the City of Bloomington:

- Be well-defined, geographically contiguous and have a distinct identity as a vibrant cultural hub.
- Be walkable and/or accessible, and attractive to locals and visitors alike.
- Focus on an existing cultural anchor such as a major art institution, art and entertainment businesses, an area or business with arts and cultural activities or cultural or artisan production.
- Offer a variety of ongoing cultural experiences.
- Encourage and include artist collaboration and participation in events, planning and educational activities.
- Be distinguished by unique resources that clearly contribute to the quality of life of the community, including its cultural, economic and workforce development.

The Commission also used the following goals for determining the District:

- Have an economic impact on the city, attracting businesses, tourists, and local residents.
- Develop a wide range of public and private support to include national and regional grants.
- Establish and sustain strong collaborations with arts and non-arts organizations, including individual artists.
- Attract artists, creative entrepreneurs, and cultural enterprises.

At the August 23, 2018 Cultural Commission meeting, a motion passed 6 to 3 in favor of recommending the following as boundaries for Bloomington's Downtown Cultural District:

- Front Street between N. Madison Street and N. Prairie Street.
- N. Prairie Street between E. Front Street and E. Washington Street.
- E. Washington Street to the East side of Withers Park.
- North side of Withers Park to N. East Street.
- North on N. East Street to Douglas Street.
- Douglas Street between N. East Street and N. Prairie Street.
- N. Prairie Street between Douglas Street and E. Locust Street.
- E. Locust Street between N. Prairie Street and N. East Street.
- N. East Street between E. Locust Street and E. Chestnut Street.
- E. Chestnut Street between N. East Street and N. Main Street.
- N. Main Street between E. Chestnut Street and W. Locust Street.
- W. Locust Street between N. Center Street and N. Main Street.
- N. Center Street between W. Locust Street and W. Monroe Street.
- W. Monroe Street between N. Center Street and N. Madison Street.
- N. Madison Street between W. Monroe Street and W. Front Street.



Commissioners opposed to the recommendation considered the boundaries too narrow in scope.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Bloomington Community Development Department - Planning Division; Bloomington Parks, Recreation and Cultural Arts Department; Friends of the BCPA; Cultural Commission; McLean County Area Arts Round Table; McLean County Arts Center; informal downtown artists' group meetings; various members of the former Downtown Business Association; and City Administration.

FINANCIAL IMPACT: The ordinance encourages investments in and around Downtown Bloomington.

COMMUNITY DEVELOPMENT IMPACT: Goal ACH-1. Create a unique identity for the Bloomington area arts and culture scene, Objective ACH-1.1. Designate and promote Downtown Bloomington as the arts, culture, and entertainment district locally and regionally; Goal ACH-2. Increase the visibility of the Bloomington arts and cultural scene, Objective ACH-2.1. Increase community awareness; and Goal ACH-3. Support and promote arts and culture in the community, Objective ACH-3.2. Advocate at local, state and federal levels for continued support of the arts in the community.

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

Respectfully submitted for Council consideration.

Prepared By: James Mack, BCPA Manager

Reviewed By: Jay Tetzloff, Director, Parks, Recreation & Cultural Arts

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

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- PRCA 1B Ordinance 2019 - 37 Cultural Commission's Cultural District Recommendation

ORDINANCE NO. 2019 - 37

AN ORDINANCE ESTABLISHING THE DOWNTOWN CULTURAL DISTRICT AND ADOPTING THE BOUNDARIES THEREOF

WHEREAS; pursuant to Article 11, Division 45.1 of the Illinois Municipal Code, municipalities may establish cultural centers within the municipality. Such cultural centers may be devoted to the exhibition of works of art, the conduct of programs of music and the performing arts, the establishment of museums, the exhibition of historical objects, the presentation of dramatic productions, and other exhibitions and performances enhancing the cultural and intellectual level of the community; and

WHEREAS; the City's Strategic Plan includes a guiding principle of creating choices for entertainment and recreation, including cultural and arts programs, events and activities and goals for appropriate leisure and recreational opportunities responding to the needs of residents as well as establishing Downtown Bloomington as a regional destination for entertainment; and

WHEREAS; the City's Downtown Bloomington Strategy includes as part of its economic development plan building upon the presence of the Bloomington Center for the Performing Arts as well as various artist galleries, to further enhance the arts and cultural amenities within Downtown; and

WHEREAS; the Cultural Commission was established to serve as an advisory body to the Mayor and City Council, the City Manager, and other City officials in creating, supporting, and maintaining cultural activities within the city of Bloomington; and

WHEREAS; the Cultural Commission through advocacy, education and support, is dedicated to inspiring accessible and diverse artistic and cultural experiences, thus enhancing the value of the community's creative and economic life; and

WHEREAS; the Cultural Commission has determined a Cultural District should: (1) be well-defined, geographically contiguous and have a distinct identity as a vibrant cultural hub; (2) be walkable and/or accessible, and attractive to locals and visitors alike; (3) focus on an existing cultural anchor such as a major art institution, art and entertainment businesses, an area or business with arts and cultural activities or cultural or artisan production; (4) offer a variety of ongoing cultural experiences; (5) encourage and include artist collaboration and participation in events, planning and educational activities; and (6) be distinguished by unique resources that clearly contribute to the quality of life of the community, including its cultural, economic and workforce development; and

WHEREAS; the Cultural Commission has determined the goal of a Cultural District should be to: (1) have an economic impact on the city, attracting businesses, tourists, and local residents; (2) develop a wide range of public and private support to include national and regional grants; (3) establish and sustain strong collaborations with arts and non-arts organizations, including individual artists; and (4) attract artists, creative entrepreneurs, and cultural enterprises; and

WHEREAS; the Cultural Commission recommends the establishment of the Downtown Cultural District in accordance with the boundaries described in Exhibit A and the map in Exhibit B; and

WHEREAS; the City Council of the City of Bloomington has the power to pass this Ordinance.

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

1. The Downtown Cultural District is established according to the description and map attached in Exhibits A and B shall be and the same is hereby approved.
2. Be it further resolved that the Mayor and City Clerk are herein authorized to execute any documents needed to establish the Downtown Cultural District.
3. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 28th day of May 2019.

APPROVED this _____ day of _____ 2019.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, City Clerk

Exhibit A
Downtown Cultural District Described

- Front Street between N. Madison Street and N. Prairie Street.
- N. Prairie Street between E. Front Street and E. Washington Street.
- E. Washington Street to the East side of Withers Park.
- North side of Withers Park to N. East Street.
- North on N. East Street to Douglas Street.
- Douglas Street between N. East Street and N. Prairie Street.
- N. Prairie Street between Douglas Street and E. Locust Street.
- E. Locust Street between N. Prairie Street and N. East Street.
- N. East Street between E. Locust Street and E. Chestnut Street.
- E. Chestnut Street between N. East Street and N. Main Street.
- N. Main Street between E. Chestnut Street and W. Locust Street
- W. Locust Street between N. Center Street and N. Main Street.
- N. Center Street between W. Locust Street and W. Monroe Street.
- W. Monroe Street between N. Center Street and N. Madison Street.
- N. Madison Street between W. Monroe Street and W. Front Street.



REGULAR AGENDA ITEM NO. 8C

FOR COUNCIL: May 28, 2019

SPONSORING DEPARTMENT: Community Development

SUBJECT: Consideration and action of a Resolution Approving Acceptance of the Illinois Housing Development Authority's Home Accessibility Program Grant in the amount of \$100,000, and an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2020 in the amount of \$100,000, as requested by the Community Development Department.

RECOMMENDED MOTION: The proposed Resolution and Ordinance be approved.

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

STRATEGIC PLAN SIGNIFICANCE: Objective E. Partnering with others for the most cost effective service delivery.

BACKGROUND: In October 2017, the McLean County Regional Planning Commission released the BN Home Regional Housing Study. The intent of the study was to identify current and future housing needs in the region and provide direction for future housing policy. One area of the survey addresses the housing needs of individuals with special populations. The three special needs populations called out in the study are the very low income, elderly and persons with disabilities.

In the Fall of 2018, the Office of Grants Administration submitted an application through a new funding source to support home accessibility and mobility rehabilitation. The Illinois Housing Development Authority's Home Accessibility Program (HAP) is designed to help specific populations with the home rehabilitation assistance they require in order to avoid premature institutionalization and remain in their home. HAP assistance is limited to persons over age 60 with a physical limitation and/or persons with a physical or mental impairment. Program beneficiaries with an annual income at or below 50% of the Area Median Income will receive priority. Unlike IHDA's Single Family Rehabilitation program, HAP assistance can be provided on rental units.

HAP can provide up to \$25,000 in assistance at each property. IHDA offers the assistance through a 0% interest, 5-year forgivable mortgage, forgiven at the rate of 1/60th per month. In addition to what may be considered traditional rehabilitation, HAP can support installation of specialized equipment such as a stair lift and pay for extended warranties to cover future equipment repairs/replacement.

IHDA requires the City to only accept referrals for HAP from local agencies funded by the Illinois Department of Human Services and/or Illinois Department of Aging. During the

application process, the Grants Coordinator secured commitments from PATH, Marcfirst, Sarah Bush Lincoln Health Center/Peace Meals, and Life Center for Independent Living to partner in this effort.

Due to the timing of the HAP grant application and award notice, staff did not originally include the grant funding in the FY2020 budget. In order to move forward with the program, funds in the amount of \$100,000 must be appropriated for use. HAP expenses are reimbursed at 100%. Revenues will match expenses.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Marcfirst, Life Center for Independent Living, PATH, Peace Meals and McLean County Regional Planning Commission.

FINANCIAL IMPACT: If approved, grant revenues will increase directly in relation to the expenditures resulting in a “net zero” financial impact to the City’s General Fund. Please see Exhibit 1D for the accounts related to the budget amendment to accept and manage this grant.

Reimbursement of staff time for both administrative and rehabilitation service delivery will reduce General Fund expenses. All other project expenditures are reimbursed at 100% with no match required.

COMMUNITY DEVELOPMENT IMPACT: Goal H-1: Ensure the availability of safe, attractive and high quality housing stock to meet the needs of all current and future residents of Bloomington. Goal H-1.2: Ensure an adequate supply of affordable housing for low to moderate income households. Goal H-1.3: Create a life long community by fostering housing stock that meets all the needs of residents of all ages and abilities.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: NA

Respectfully submitted for Council consideration.

Prepared By: Jennifer Toney, Grants Coordinator

Reviewed By: Bob Mahrt, Community Development Director

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

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- CD 1B Resolution 2019 - 24 IHDA Home Accessibility Program
- CD 1C Ordinance 2019 - 38 Conditional Commitment Letter - IHDA Home Accessibility Program
- CD 1D Exhibit - IHDA Home Accessibility Program Budget Amendment
- CD 1E IHDA Conditional Commitment Letter - Home Accessibility Program
- CD 1F HAP Letter of Support - LIFECL
- CD 1G HAP Letter of Support - Marcfirst
- CD 1H HAP Letter of Support - Peace Meals

RESOLUTION NO. 2019 - 24

**A RESOLUTION APPROVING ACCEPTANCE OF THE ILLINOIS HOUSING DEVELOPMENT
AUTHORITY'S HOME ACCESSIBILITY PROGRAM GRANT**

WHEREAS, the City of Bloomington applied for and was awarded Home Accessibility Program (HAP) funding in the amount of \$100,000, which will allow the City to offer at least three low-to-moderate income residents the opportunity to complete home rehabilitation for the purpose of increasing accessibility; and

WHEREAS, the City Council finds it in the best interest of the City to accept the IHDA HAP Grant in the amount of \$100,000.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Bloomington, Illinois that the Illinois Housing Development Authority's Home Accessibility Program Grant is hereby accepted and that the Mayor is authorized to execute any necessary documents, including the Conditional Commitment Letter to effectuate acceptance of the Grant.

PASSED this 28th day of May 2019.

Approved this ____ day of ____ 2019.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, City Clerk

ORDINANCE NO. 2019 - 38

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2020**

WHEREAS, on April 8, 2019 by Ordinance Number 2019-23, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2020, which Ordinance was approved by Mayor Tari Renner on April, 9, 2019; and

WHEREAS, a Budget Amendment is needed as detailed below;

Consideration to approve acceptance of the Illinois Housing Development Authority's (IHDA) Home Accessibility Program (HAP) grant in the amount of \$100,000, by Resolution authorizing the Mayor and City Clerk to sign and execute the Conditional Letter of Commitment and other grant documents as requested by the Community Development Department - Office of Grants Administration; and

Consideration of approving an Ordinance amending the Fiscal Year 2020 Budget in the amount of \$100,000 to adjust the IHDA fund, as requested by the Community Development Department - Office of Grants Administration.

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

Section One: Ordinance Number 2019- 23 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2020) 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 2019-23 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2019-23.

Section Three: This Ordinance shall be in full force and effect upon its passage and approval and publication as required by law.

PASSED this 28th day of May 2019.

APPROVED this ____ day of May 2019.

CITY OF BLOOMINGTON:

ATTEST:

Tari Renner, Mayor

Leslie Yocum, City Clerk

FY 2020 Budget Amendment-Exhibit

Account #	Fund	Account Description	Amount	Comments
22502520-53110-57000	IHDA	Federal Grants	\$ (100,000.00)	
22502520-70093-57000	IHDA	Bank Fees	\$ 60.00	
22502520-70642-57000	IHDA	Recording Fees	\$ 112.00	
22502520-70690-57000	IHDA	Other Purchased Services	\$ 7,000.00	
22502520-79020-57000	IHDA	Loans	\$ 88,828.00	
22502520-89154-57000	IHDA	Transfer to Code Enforcement	\$ 4,000.00	
10015430-85225	General	From IHDA Fund	\$ (4,000.00)	
10010010-79196	General	Contribution to Fund Balance	\$ 4,000.00	
Net Transaction:			\$ -	



111 E. Wacker Drive
Suite 1000
Chicago IL, 60601
312.836.5200

May 14, 2019

The Honorable Tari Renner
City of Bloomington
109 E. Olive Street
Bloomington, Illinois 61701

Re: Conditional Commitment Letter (this “Letter”)
Home Accessibility Program, Round 2
City of Bloomington (STF-51531)

Dear Mayor Renner:

The Illinois Housing Development Authority (“IHDA”) is the program administrator of the Illinois Affordable Housing Program (the “Program”), as that program is authorized by the Illinois Affordable Housing Act, 310 ILCS 65/1 *et seq.*, as amended from time to time (the “Trust Fund Act”), and the rules promulgated under the Trust Fund Act, as amended and supplemented from time to time (the “Rules”). All capitalized terms used in this Letter and not otherwise defined shall have the meanings established in the Trust Fund Act, and if not defined there, the meanings established in the Rules.

City of Bloomington, an Illinois unit of local government (“Sponsor”), has applied to IHDA for, and IHDA agrees to make, funds available in the maximum amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00) (the “Funds”) from the Illinois Affordable Housing Trust Fund (the “Trust Fund”), pursuant to Section 8 of the Trust Fund Act, to make mortgage loans (“Loans”) to (i) certain Low Income Households (defined as a household income at or below 80% of the area median income) with elderly and/or disabled homeowners in connection with making the accessibility modification improvements and repairs (the “Rehabilitation”) to their home (the “Households”) or (ii) approved and qualified landlords (the “Landlords(s)”) to assist Low Income elderly and/or disabled tenants (the “Tenant(s)”) in connection with the Rehabilitation to the Landlords’ property (the “Property”) for up to a total of four (4) residences (the “Residences”), located in Bloomington, Illinois, to be identified at a later date (the “Project”). The provision of the Funds shall be subject to the contingencies, terms and conditions set forth below.

A. CONTINGENCIES: IHDA’s performance of its obligations under this Letter is contingent upon:

1. Availability of Appropriations (30 ILCS 500/20-60). IHDA shall use its best efforts to secure sufficient appropriations to fund the Loans. However, IHDA’s obligations hereunder shall cease immediately, without penalty, if: (a) the Illinois General

Assembly fails to make an appropriation sufficient to pay such obligations; (b) adequate funds are not appropriated or granted to IHDA by the Illinois General Assembly to allow IHDA to fulfill its obligations under this Letter; or (c) funds appropriated are de-appropriated or not allocated, or if funds needed by IHDA, at IHDA's sole discretion, are insufficient to complete the Project. IHDA shall give the Sponsor notice of insufficient funding as soon as practicable. The Sponsor's obligation to perform shall cease upon receipt of the notice.

2. **Other contingencies.** IHDA's performance of its obligations under this Letter, dated as of the date set forth above, is also contingent upon the Sponsor's completion or satisfaction of each and all of the terms and conditions listed below to IHDA's sole satisfaction.

IHDA's performance is also contingent upon its determination, in its sole discretion, on the Closing Date (as hereinafter defined) and each date thereafter upon which Funds are to be disbursed, that the (i) funds received from all sources listed above, plus any additional funds provided by the Sponsor or any other funding source, will be sufficient to complete the Rehabilitation of the Residences constituting the Project; and (ii) the Sponsor, its constituent or related entities, or its members, shareholders or other related individual, not being in default under the terms of any other loan or grant made by IHDA under the Trust Fund or any other IHDA program, or not having been in default under the terms of any other loan or grant made by IHDA under any IHDA program and failed to cure that default.

B. **GENERAL CONDITIONS:** This Letter and the Funds shall be subject to the terms and conditions of the Trust Fund Act, the Rules, the Illinois Housing Development Act, 20 ILCS 3805/1 *et seq.*, as amended from time to time (the "Act"), and the rules, policies and procedures now or hereafter adopted by IHDA pursuant to the Act, all as amended and supplemented from time to time. In addition, the Sponsor shall review and become familiar with the program requirements as set forth in that certain Trust Fund Home Accessibility Program Manual (the "Program Manual"). The Program Manual shall be incorporated into this Letter by this reference and is available electronically upon request.

C. **TERMS AND CONDITIONS OF THE FUNDS:** The provision of the Funds shall be subject to the following terms and conditions:

1. **Amount of Funds.** The Funds shall be in the amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00).

2. **Conditions of Funds.**

a. **Homeowners.** As set forth above, Sponsor shall use the Funds to make Loans to Low Income Households with elderly and/or disabled homeowners (i) shall not exceed Twenty-Five Thousand and No/100 Dollars (\$25,000.00), (ii) bear no interest, (iii) have a term of five (5) years (the "Term"), and (iv) be forgiven at the rate of one-sixtieth (1/60th) of the amount of the Loan at the end of each month throughout the Term. The unforgiven, outstanding amount of each Loan shall be payable in full upon the earlier of (w)

the sale or transfer of the Residence, other than by inheritance to a co-owner of the Residence or by operation of law upon the death of a joint tenant owner or to a spouse as a result of a divorce of co-owners or (x) the Residence is no longer the principal residence of the Household or (y) a refinancing of the Residence resulting in the Household being allowed to receive a cash payment. In the instance of a repayment of a Loan due to the sale of the Residence, the repayment will be further limited to the amount available from the net proceeds of the sale.

b. Landlords. Sponsor shall use the Funds to make Loans to the Landlords. Each Loan shall (i) shall not exceed Twenty-Five Thousand and No/100 Dollars (\$25,000.00), (ii) bear no interest, (iii) have a term of five (5) years (the “Term”), and (iv) be forgiven at the rate of one-sixtieth (1/60th) of the amount of the Loan at the end of each month throughout the Term. The Landlord shall rent the property to Low Income Tenants for a period of not less than five (5) years. The unforgiven, outstanding amount of each Loan shall be payable in full upon the earlier of (w) the sale or transfer of the Residence, other than by inheritance to a co-owner of the Residence or by operation of law upon the death of a joint tenant owner or to a spouse as a result of divorce of co-owners or (x) the Property is no longer being rented to a Low Income Tenant or (y) a refinancing of the Residence resulting in the Landlord being allowed to receiving a cash payment. In the instance of a repayment of a Loan due to the sale of the Residence, the repayment will be further limited to the amount available from the net proceeds of the sale.

3. Closing Date. The closing of the Funds shall occur at such time (the “Closing Date”) as: (i) the Sponsor has satisfied all of the requirements set forth in this Letter, as determined in IHDA’s sole discretion; and (ii) IHDA has issued its internal closing memo. Unless otherwise agreed in writing by the parties, the Closing Date shall be no later than July 31, 2019 (the “Outside Closing Date”). **If the closing of the Funds does not occur on or before the Outside Closing Date, this Letter shall terminate and shall not be extended.**

4. Purpose of Funds. The Sponsor shall enter into a funding agreement (the “Funding Agreement”) with IHDA setting forth the terms and conditions governing the disbursement and use of the Funds. The Funding Agreement shall contain provisions including, but not limited to, the following:

a. Use of Funds. The Sponsor shall use the Funds to make Loans to Households approved by the Sponsor to participate in the Project. The proceeds of the Loans shall be used only for accessibility modification improvements to the Residences and to address any other health and safety issues of the property. Funds may not be used for institutional properties, but must be for independently-owned residences.

b. Conditions of Loans. As set forth herein in **Paragraph C.2**, along with the other conditions provided, the Loans shall not exceed Twenty-Five Thousand and No/100 Dollars (\$25,000.00). Each Loan shall be governed by a Note and a Mortgage.

c. Project Completion Date. All Loans shall be made no later than twenty-four (24) months after the Closing Date (the “Termination Date”). Any portion of the Funds not

expended by the Sponsor as of the Termination Date shall not be available for distribution to the Sponsor.

5. Disbursement Date. Funds will be disbursed upon submission of payout documentation acceptable to IHDA, as more fully described in the Program Manual.

6. Funds Documents. Prior to the closing of the Funds, the Sponsor shall deliver to IHDA three (3) original copies of the Funding Agreement executed by the Sponsor and such other documents as IHDA may reasonably require, in its sole discretion. This Letter, the Funding Agreement, and all other documents governing or securing the Funds are collectively referred to in this Letter as, the “Funding Documents”.

7. Sponsor’s Eligible Fees.

a. The Sponsor may retain a maximum of seven percent (7%) of the Funds for reimbursement of administrative costs (as further described in the Program Manual); provided however, that such administrative costs are eligible costs to be determined IHDA in its sole discretion.

b. The Sponsor may retain a portion of the Funds to pay for the administrative costs of each Loan (“Project Delivery”) (as further described in the Program Manual) in an amount not to exceed fifteen percent (15%) of the respective Loan; provided however, that the costs for Project Delivery are eligible costs to be determined by IHDA in its sole discretion.

8. Other Showings. Not less than ten (10) business days prior to the closing of the Funds, the Sponsor shall, at its sole cost and expense, deliver to IHDA, the following documents, in form and substance satisfactory to IHDA:

a. Resolution or ordinance of the Sponsor, certified by the clerk or other authorized municipal official acceptable to the Authority, within thirty (30) days of the Closing Date, authorizing the Project and the execution of the Funding Agreement and any other documents in connection with the Project; Certificate of Incumbency of the Sponsor indicating those officers and/or officials who are authorized to execute and deliver the Funding Agreement and any other documents in connection with the Project, with specimen signatures of those officers and/or officials, certified by an authorized officer or official of the Sponsor, as of a date within thirty (30) days prior to the Closing Date;

b. Participant Selection Plan;

c. Drug-Free Workplace Certification in the form attached to this Letter as **Exhibit A**;

d. A Taxpayer Identification Number Certification in the form attached hereto as **Exhibit B**; and

e. Any and all other documents and showings requested by IHDA or its counsel, in their sole discretion.

9. Privacy Act Certification. The Sponsor certifies, to the best of his or her knowledge and belief, that the undersigned has adopted and implemented and will enforce an Information Security Policy (“Privacy Policy”) that: (a) complies with the Gramm-Leach-Bliley Act (the “GLB Act”); (b) complies with the Federal Trade Commission’s established policies and procedures for safeguarding information for applicants’ and individual participants (“Participants”) of the Project (the “Safeguard Rule”); (c) includes appropriate measures to dispose of applicants’ and Participants’ information in compliance with the foregoing (the “Disposal Rule”); and (d) complies with the Personal Information Act (the “PIP Act”) (the GLB Act, the Safeguard Rule, the Disposal Rule and the PIP Act shall be collectively referred to herein as the “Privacy Legislation”).

The Sponsor additionally certifies, to the best of his or her knowledge and belief, that the undersigned’s Privacy Policy: (a) creates a form of privacy notice that is in compliance with the Privacy Legislation (“Privacy Notice”); (b) requires that the Privacy Notice be delivered to all individuals prior to a relationship being established with and prior to the applicant disclosing any nonpublic personal information to the Sponsor regardless of whether or not a loan is extended to this individual; (c) directs that the Privacy Notice be sent by mail to the last known address or delivered in person to all of the existing Participants under the Project and yearly thereafter for the duration of the relationship with the Participants; (d) provides that if the Sponsor changes its Privacy Policy that the Sponsor will need to provide a new, revised Privacy Notice reflecting the changes to the Privacy Policy to the Participants; and (e) complies with all of the requirements set forth in that certain Notice Regarding Privacy Act delivered to the Sponsor by the Authority.

The Sponsor acknowledges that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

D. LIMITATIONS ON USE OF THE PROJECT. All of the Residences shall be occupied by Low Income Households with elderly and/or disabled homeowners. A copy of the current income guidelines is available on IHDA’s website at <http://www.ihda.org/my-community/revitalization-programs/>. The Sponsor shall obtain evidence, satisfactory to IHDA, of each prospective Household’s income prior to the disbursement of any Loan.

E. GENERAL PROVISIONS.

1. **Assignment.** This Letter is not assignable by the Sponsor, in whole or in part.
2. **Termination.** If the closing of the provision of the Funds does not take place on or before the Outside Closing Date, this Letter shall immediately terminate and be of no further force and effect.
3. **No Personal Liability.** No member, officer, agent or employee of IHDA or the Advisory Commission, or their successors and assigns, shall be liable personally concerning any matters arising out of or in relation to the undertakings or obligations set forth in this Letter.

4. **Indemnification of IHDA.** The Sponsor agrees to defend and indemnify and hold harmless IHDA from and against any and all damages, including, but not limited to, any past, present or future claims, actions, causes of action, suits, demands, liens, debts, judgments, losses, costs, liabilities and other expenses, including, but not limited to, reasonable attorneys' fees, costs, disbursements, and other expenses, that IHDA may incur or suffer by reason of or in connection with the Project. The Sponsor further agrees that IHDA, if it so chooses, shall have the right to select its own counsel with respect to any such claims. The obligations of the Sponsor under this **Paragraph E.4** shall survive the provision of the Funds.

5. **State Debt.** By signing and accepting this Letter, the Sponsor is hereby declaring and certifying that it and its affiliates and related entities are not delinquent in the payment of any debt to the State of Illinois (or if delinquent, has entered into a deferred payment plan to pay the debt) and the Sponsor and its affiliates and related entities acknowledge that IHDA may declare this Letter null and void if this certification is false or if the Sponsor, its affiliates or related entities later becomes delinquent and has not entered into a deferred payment plan to pay off the debt.

6. **Time for Acceptance.** The terms and conditions of this Letter shall not become effective unless the Sponsor unconditionally accepts it by executing three (3) copies of this Letter in the space provided below and returning two (2) original copies to Monika Bobo, c/o the Illinois Housing Development Authority, 111 East Wacker Drive, Suite 1000, Chicago, Illinois 60601, within sufficient time so that she actually receives them within fourteen (14) days of the date of this Letter. If not accepted unconditionally and received by IHDA as provided above, this Letter shall automatically become void and of no legal effect.

7. **Publicity.** IHDA reserves the right to publicize the issuance of this Letter and the provision of the Funds. The Sponsor agrees that IHDA may use photographs of the interior and exterior of the Project for its future marketing and public relations purposes. The Sponsor shall notify IHDA immediately of any formal publicity in connection with the Project that is arranged or promoted by the Sponsor or any other party participating in the financing or development of the Project. Formal publicity includes, but is not limited to, participation in news conferences and media events such as ground breaking and dedication ceremonies. IHDA shall have the right to approve the dates of any formal publicity events and the content of any media releases for such events. The use of IHDA's name in any signage, advertising or in any other manner is subject to IHDA's prior written consent.

8. **Survival of Obligations.** The Sponsor's obligations as set forth in this Letter shall survive the Closing Date and the Sponsor shall continue to cooperate with IHDA and furnish any documents, exhibits or showings required. In the event of a conflict between this Letter and the Funding Agreement, IHDA shall determine which document shall control.

9. **Notices.** Any notice, demand, request or other communication which any party may desire or may be required to give to any other party under this Letter shall be given in writing, at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified United States mail, postage prepaid, return receipt requested.

The Sponsor:

City of Bloomington
109 E. Olive Street
Bloomington, Illinois 61701
Attn: The Honorable Tari Renner

IHDA:

Illinois Housing Development Authority
111 East Wacker Drive, Suite 1000
Chicago, Illinois 60601
Attn: Legal Department

Such addresses may be changed by notice to the other party given in the same manner as provided in this Letter. Any notice, demand, request or other communication sent pursuant to subsection (a) shall be served and effective upon such personal service. Any notice, demand, request or other communication sent pursuant to subsection (b) shall be served and effective one (1) day after deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subsection (c) shall be served and effective three (3) days after proper deposit with the United States Postal Service.

10. Errors and Omissions. IHDA reserves the right in its sole and absolute discretion, to change or insert terms and conditions contained in this Letter which are incorrect or which were omitted herein, based upon errors and omissions of the Authority.

11. Counterparts. This Letter may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Letter must be produced or exhibited, be the Letter, but all such counterparts shall constitute one and the same instrument. IHDA reserves, in its sole and absolute discretion, the right to require original signatures or to rely on facsimile transmissions or photocopies of facsimile transmissions and the Sponsor, hereby waives any rights to object to the validity of their signature based upon IHDA's determination as aforesaid.

REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS

Very truly yours,

**ILLINOIS HOUSING DEVELOPMENT
AUTHORITY**

By: _____
Audra Hamernik, Executive Director

Signed on _____, 2019

Approved as to form:

By: _____
Maureen G. Ohle, General Counsel

By: _____
Nandini Natarajan, Chief Financial Officer

Accepted by the Sponsor this

____ day of _____, 2019

CITY OF BLOOMINGTON,
an Illinois not-for-profit corporation

By: _____
Name: _____
Its: _____

Exhibits:

A: Drug-Free Workplace Certification

B: Taxpayer Identification Number Certificate

EXHIBIT A

STATE OF ILLINOIS

Drug Free Workplace Certification

This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment from contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, “grantee” or “contractor” means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of the issuing of the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee’s or contractor’s workplace;
- (2) Specifying the actions that will be taken against employees for violations of such prohibition; and
- (3) Notifying the employees that, as a condition of employment on such contract or grant, the employee will:
 - A. abide by the terms of the statement; and
 - B. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

- (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by paragraph (a) hereof to each employee engaged in the performance of the contract or grant and posting the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under subparagraph (3) of paragraph (a) hereof from an employee, or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

CITY OF BLOOMINGTON

Printed Name of Organization

Signature of Authorized
Representative

Tari Renner, Mayor _____
Printed Name and Title

Date: _____

EXHIBIT B

TAXPAYER IDENTIFICATION NUMBER

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).
 - If you are an individual, enter your name and SSN as it appears on your Social Security Card.
 - If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
 - If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a on the business name line and enter the owner's SSN or EIN.
 - If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
 - For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: _____

Business Name: City of Bloomington, IL

Taxpayer Identification Number:

Social Security Number _____

OR

Employer Identification Number 37-6001563

Legal Status (check one):

☐ Individual

☐ Governmental

☐ Sole Proprietor

☐ Nonresident alien

☐ Partnership

☐ Estate or trust

☐ Legal Services Corporation

☐ Pharmacy (Non-Corp.)

☐ Tax-exempt

☐ Pharmacy/Funeral Home/Cemetery (Corp.)

☐ Corporation providing or billing
classification)

medical and/or health care services

☐ Limited Liability Company (select applicable tax

☐ D = disregarded entity

☐ C = corporation

☐ P = partnership

☐ Corporation NOT providing or billing
medical and/or health care services

Signature: _____

Date: _____

BLOOMINGTON OFFICE

2201 EASTLAND DRIVE, SUITE 1
BLOOMINGTON, IL 61704

PHONE: 309/663-5433
TOLL FREE: 888/543-3245
FAX: 309/663-7024



PONTIAC OFFICE

320 WEST MADISON STREET
PONTIAC, IL 61764

PHONE: 815/844-1132

Jennifer Toney
City of Bloomington Community Development Department - Office of Grants
Administration
109 E. Olive St.
Bloomington, IL 61701

Dear Jennifer:

Thank you for the invitation to partner with the City of Bloomington on the proposed Home Accessibility Program. As an organization dedicated to advocating for the rights and responsibilities of persons with disabilities, we serve as a contact point for people with disabilities, their families, and the community in locating available services and products such as affordable, accessible housing. Through information and referral we offer guidance in locating available services and products as well as tips on how to access such services and products. We are pleased with the possibility of being able to add the City to our referral list for housing modifications.

One of our core services is to provide transitional services for people with disabilities. The goal is to prevent individuals with disabilities from entering institutional settings and helping those in nursing homes or other institutional settings transition out to housing of their choice. Home modifications are often required in order to meet the client's individual needs and create an environment favorable for independence.

We typically have needs for 5-7 home modification projects each year. The primary request we receive from residents is for assistance with accessibility ramps. We refer these clients to AMBUCS and the City's CDBG program if they cannot afford the cost of building materials. Beyond ramps, most of the requests we receive are for bathroom modifications and chair lifts. We are thrilled that all of these modifications are eligible under the Home Accessibility Program.

We look forward to working with the City to make the Home Accessibility Program a success in our community.

Sincerely,

Rickielee Benecke, Executive Director



November 28, 2018

Jennifer Toney, BS, MCHES
Grants Coordinator
Community Development Department
City of Bloomington
109 E. Olive
Bloomington, IL 61701

Dear Jennifer:

Thank you for the invitation to partner with the City of Bloomington on the proposed Home Accessibility Program. This program will be extremely beneficial to our clients as we strive to provide them a continuum of services and supports throughout their lifetime including those required to meet their residential needs. It is estimated that 75% of individuals with developmental disabilities require some sort of home modification or assistive technology in order to live successfully in their communities. For our lower income clients, these items are often too costly to obtain making it difficult to meet housing needs.

One of the primary goals of Marcfirst's residential program is to provide an array of housing options that enable families to remain close to their adult children while providing the adult child with the opportunity to maintain their independence and choice in where and with whom they live. For our families with smaller children, we endeavor to provide them with the tools they require to keep their children safe and independent in their home environment. As the cost of housing and services continues to rise each year, it becomes increasingly more difficult to meet these needs.

The 2017 Bloomington-Normal Regional Housing Study indicates there is a shortage of affordable housing for specific populations including those with very low income, the elderly and persons with disabilities. We definitely see a shortage of safe, affordable housing units that meet our client needs. By partnering with the City on programs such as the Home Accessibility Program, we can begin to close the very wide gap between the supply and demand for affordable, accessible units. We are thrilled with the new opportunities the Home Accessibility Program will create for our clients.

Sincerely,



Laura Furlong
CEO Marcfirst



November 30, 2018

Jennifer Toney
Grants Coordinator
Community Development Department
City of Bloomington
109 E. Olive
Bloomington, IL 61701

Dear Ms. Toney:

I am writing in support of your application to the Illinois Housing Development Authority for Home Accessibility Program funds. The addition of HAP funds would greatly enhance the network of supportive services in your community, especially with consideration to the older adults among the population.

Through Peace Meal my experiences with the senior population of Bloomington span over twenty-five years. I have seen the positive impact that home based services have on the community and those who call this area home. Individuals who are able to receive modifications to their home are able to utilize community-based services such as Peace Meal and maintain continued safety and independence, minimizing the need to nursing home placement.

Peace Meal case managers provide an in-home needs assessment to all of our home delivered meal clients in Bloomington. We frequently encounter clients who have modification needs for continued safe living in their own homes. These clients would be better able to maintain their independence with the addition of items such as grab bars or lift chairs. More extensive accessibility modifications such as lowering counters or installing ramps would be life changing for those who are seeking to remain at home and independent.

I strongly support this program and encourage the Illinois Housing Development Authority to give careful consideration to your proposal for funds.

Sincerely,

A handwritten signature in black ink, appearing to read "Barbra D. Wylie".

Barbra D. Wylie, Project Director
SBL Peace Meal Senior Nutrition Program

Peace Meal Senior Nutrition Program

915 Lincoln Avenue, Charleston, IL 61920-3005

1-800-543-1770 • 217-345-1800 • fax 217-345-1809 • www.sarahbush.org



REGULAR AGENDA ITEM NO. 8D

FOR COUNCIL: May 28, 2019

SPONSORING DEPARTMENT: Economic Development

SUBJECT: Consideration and action of an Ordinance Approving the Memorandum of Understanding II Between the City of Bloomington and Illinois Wesleyan University to Support the Marketing and Redevelopment of the Properties in the 800 Block of North Main Street (Former Mennonite Hospital Redevelopment Project Area), as requested by the Economic Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK: Goals 3: Grow the Local Economy; 4: Strong Neighborhoods; 5: Great Place - Livable, Sustainable City; 6: Prosperous Downtown Bloomington.

STRATEGIC PLAN SIGNIFICANCE: Objectives 3a. Retention and growth of current local businesses; 3b. Attraction of new targeted businesses that are the “right” fit for Bloomington; 3d. Expanded retail businesses; 3e. Strong working relationship among the City, businesses, economic development organizations; 4c. Preservation of property/home valuations; 4d. Improved neighborhood infrastructure; 5b. City decisions consistent with plans and policies; 5c. Incorporation of “Green Sustainable” concepts into City’s development and plans; 5e. More attractive city: commercial areas and neighborhoods; 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.

BACKGROUND: On July 9, 2018, the City and Illinois Wesleyan University (“IWU”) entered into a memorandum of understanding (the “Original MOU”; Ordinance 2018-56) to support the marketing and redevelopment of the former Mennonite hospital site in the 800 block of North Main Street (the “Project Area”). The Original MOU called for the City to issue a formal request for proposals to solicit private developer interest in the Project Area.

During the drafting of the Original MOU, City staff and IWU representatives envisioned a process wherein the City and IWU would contract with a licensed commercial real estate brokerage firm to assist with the marketing of the Project Area and solicitation of proposals from private developers. To that end, on October 31, 2018, the City issued RFQ #2019-12 requesting statements of qualifications for commercial real estate marketing services for the Project Area. Upon the close of that RFQ, representatives from the City and IWU interviewed the respondents to the RFQ. Coldwell Banker Commercial Devonshire Realty (the “Broker”) was determined by the City and IWU representatives to be well qualified.

Subsequent to the adoption of the Original MOU, multiple macroeconomic factors have impacted the commercial real estate market both nationally and locally. Through conversations with the Broker, City staff and representatives from IWU determined that it

would be prudent for the City and IWU to terminate the Original MOU and replace it with the proposed Memorandum of Understanding II (the “New MOU”) which more clearly articulates the mutually agreed upon plan of action with the Broker for the marketing of the Project Area.

The New MOU updates and replaces the Original MOU with the majority of the terms remaining unchanged. New terms include detail regarding the City and IWU jointly entering into the proposed listing agreement with the Broker and detail outlining the splitting of the Broker’s commission between the City and IWU. The term of the New MOU will run until May 31, 2021 to align with the term of the proposed listing agreement with the Broker. Additionally, the overall formatting of the New MOU document has been improved in comparison to the Original MOU with certain sections that detailed related topics now combined for ease of interpretation.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: City staff and IWU representatives have met with multiple commercial real estate brokers, multiple representatives of local, regional, and national retailers, and with multiple development firms to discuss the potential redevelopment of the Project Area. Meetings have also been held with multiple residents of the Franklin Park neighborhood and business owners adjacent to the Project Area.

FINANCIAL IMPACT: There is no immediate financial impact to the City as a result of approval of the proposed New MOU. Funds are budgeted in the City’s Economic Development Professional and Technical Services account (10019170-70220) which can be used to assist the Broker as the City Manager deems necessary to implement the New MOU and better position the Project Area for private redevelopment. Stakeholders can locate this account in the FY2020 Proposed Budget Book titled “Budget Overview & General Fund” on page 250. The City’s costs related to the marketing of the Project Area are TIF-eligible costs for which the City could seek reimbursement if the potential North Main Street / Chestnut Street TIF District is ultimately established.

COMMUNITY DEVELOPMENT IMPACT: The Project Area is identified in the Comprehensive Plan 2035 as a “Tier 1 Development Priority” (Figure 1-3 map, page 20). Redevelopment of the Site would further the following goals and objectives of the Comprehensive Plan 2035:

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

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

ED-4.3 Facilitate and enhance pedestrian-friendly neighborhood centers to support mixed use developments

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

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

Goal D-1 Continue to build a healthy Downtown that offers a range of employment, retail, housing, cultural and entertainment opportunities for all.

D-1.2 Pursue catalyst projects that can serve as additional Downtown anchors

D-1.4 Develop a wide variety of Downtown housing options

Goal D-2 Market and promote the unique brand and image of Downtown Bloomington.

D-2.1 Identify and designate gateways to Downtown [North Main Street]

Goal D-6 Reinforce the connections between Downtown and adjacent neighborhoods.

D-6.1 Encourage development on sites that will link Downtown with surrounding neighborhoods

D-6.3 Pursue public-private development opportunities with major employers seeking employee housing near offices

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

Respectfully submitted for Council consideration.

Prepared By: Austin Grammer, Economic Development Coordinator

Reviewed By: Melissa Hon, Economic Development Director

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

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- ECON DEV 1B Ordinance 2019 - 39 IWU City MOU II 800 N Main St
- ECON DEV 1C IWU City MOU II for 800 N Main Street
- ECON DEV 1D MOU Exhibit A IWU City MOU II 800 North Main St

ORDINANCE NO. 2019 - 39

**AN ORDINANCE APPROVING THE MEMORANDUM OF UNDERSTANDING II
BETWEEN THE CITY OF BLOOMINGTON AND ILLINOIS WESLEYAN UNIVERSITY
TO SUPPORT THE MARKETING AND REDEVELOPMENT OF THE PROPERTIES
IN THE 800 BLOCK OF NORTH MAIN STREET
(Former Mennonite Hospital Redevelopment Project Area)**

WHEREAS, the City of Bloomington, McLean County, Illinois (the “City”) is a duly organized and validly existing home-rule municipality created in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970 and as such may exercise any power and perform any function pertaining to its government and affairs; and,

WHEREAS, by the adoption of Resolution 2016-08 on March 14, 2016, the Mayor and City Council of the City (the “Corporate Authorities”) determined it to be in the best interest of the City and its residents for the City to acquire three (3) acres of real estate located at 807 North Main Street (the “City Parcel”) for future commercial development; and,

WHEREAS, Illinois Wesleyan University, Bloomington, Illinois (“IWU”) is the owner of two parcels of real estate (the “IWU Parcels”), which when taken together, comprise approximately 1.093 acres, and are located adjacent to the City Parcel; and,

WHEREAS, the combination of the City Parcel and the IWU Parcels represents an approximately 4.1 acre infill redevelopment site in the 800 block of North Main Street (the “Project Area”) which was the site of Mennonite Hospital from 1920 to 1997; and,

WHEREAS, the Corporate Authorities adopted Ordinance 2016-45 on May 16, 2016 which authorized PGAV, the City’s Tax Increment Financing (“TIF”) consultant, to conduct a TIF feasibility study of the Project Area to support the establishment of the potential North Main Street / Chestnut Street Redevelopment Project Area (the “Potential TIF District”); and,

WHEREAS, on November 28, 2016, PGAV presented the findings of the feasibility study to the Corporate Authorities, determining that the Potential TIF District qualified for TIF as a “conservation area” and a “blighted area” (pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, et seq., as from time to time amended) and the Corporate Authorities then adopted Ordinance 2016-126 which authorized PGAV to proceed with drafting a Redevelopment Plan for the Potential TIF District; and,

WHEREAS, the City and IWU entered into a Memorandum of Understanding which was approved by the Corporate Authorities of the City on July 10, 2018 by way of Ordinance 2018-56 (the “Original MOU”) in which the City and IWU to partnered in the marketing effort of the Project Area to attract a significant commercial development to the Project Area with the goal to eliminate the blighting conditions which still remain to this day; and,

WHEREAS, the Corporate Authorities find it to be in the best interest of the City and its residents for the City and IWU to continue to partner in the marketing effort of the Project Area, however, due to recent macroeconomic factors impacting the commercial real estate

industry both locally and nationally, a renewed partnership between the City and IWU related to the Project Area is now necessary.

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

Section 1. The foregoing recitals are incorporated and made a part of this Ordinance as if fully set forth in this section.

Section 2. That the Memorandum of Understanding which was approved by the Corporate Authorities of the City on July 10, 2018 by way of Ordinance 2018-56 is hereby terminated and is no longer in force or effect.

Section 2. The attached Memorandum of Understanding II between the City and IWU to support the marketing and redevelopment of the properties in the 800 block of North Main Street is hereby approved and the City Manager is hereby authorized to execute and deliver any and all documents as deemed necessary to implement its terms.

Section 3. The City Manager is hereby directed to and authorized to undertake such additional studies and obtain such additional professional and legal services as deemed necessary by the City Manager in furtherance of the marketing of the Project Area in accordance with the City's Procurement Policies.

Section 4. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

Section 5. This Ordinance shall be in full force and effect immediately after its approval and publication as required by law.

ADOPTED this 28th day of May 2019.

APPROVED this ____ day of ____ 2019.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, City Clerk

MEMORANDUM OF UNDERSTANDING II
by and between
THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS
and
ILLINOIS WESLEYAN UNIVERSITY
to
SUPPORT THE MARKETING AND REDEVELOPMENT
OF THE PROPERTIES IN THE 800 BLOCK OF NORTH MAIN STREET
(Former Mennonite Hospital Redevelopment Project Area)

WHEREAS, this Memorandum of Understanding (“MOU”), which supersedes all prior agreements by and between the City of Bloomington, McLean County, Illinois, an Illinois municipal corporation (the “City”), and Illinois Wesleyan University (“IWU”) (together the “Parties”) related to the topic of the MOU, sets forth the terms and understanding between the Parties pursuant to the joint marketing and redevelopment of certain properties as defined in Exhibit A (the “Project Area”) which are independently owned and exclusively controlled by the City and IWU, respectively, and which, when taken together, comprise approximately 4.093 acres in the 800 block of North Main Street in the City of Bloomington; and,

WHEREAS, the City and IWU entered into a Memorandum of Understanding which was approved by the Corporate Authorities of the City on July 9, 2018 by way of Ordinance 2018-56 (the “Original MOU”); and,

WHEREAS, due to recent macroeconomic factors impacting the commercial real estate market both nationally and locally, the City and IWU mutually desire to terminate the Original MOU and partner together under this MOU to better promote the redevelopment of the Project Area; and,

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

Section 1. Incorporation of Recitals.

- A.** All of the recitals contained in the Preambles to this MOU are hereby incorporated into this MOU as though restated in this Section.
- B.** The Parties agree that the Original MOU is hereby terminated and shall have no force and effect upon the execution of this MOU.

Section 2. Background

- A.** The Parties feel that it would be mutually beneficial to encourage the redevelopment of the Project Area.
- B.** Since the Project Area includes parcels owned by the Parties respectively, the Parties believe that it is desirable to jointly seek redevelopment proposals for the Project

Area and that jointly listing the Project Area with a commercial real estate broker is the preferred method for soliciting said proposals.

- C. The Project Area is located within the study area for the potential North Main Street / Chestnut Street Tax Increment Finance District (“TIF District”) north of downtown Bloomington. If the potential TIF District is established by the City, then the redevelopment of the Project Area may be eligible for redevelopment incentives from the City which are available to the City by the TIF Act.
- D. The majority of the parcel in the Project Area owned by the City (the “City Parcel”) is comprised of a grass area. This grass area was the former site of a medical building, which was originally the core of the former Mennonite Hospital complex, but has been demolished. The remainder of the City Parcel is currently improved with an asphalt parking lot (the “City Parking Lot”). The City Parcel totals approximately 3 acres.
- E. The two parcels in the Project Area owned by IWU (the “IWU Parcels”) are currently improved with a parking lot (the “IWU Parking Lot”), a former dormitory building, and a former long-term healthcare facility (collectively, the “IWU Buildings”). The IWU Parking Lot and IWU Buildings were all a part of the former Mennonite Hospital complex. The IWU Buildings are currently vacant and are scheduled to be demolished by IWU in the near future. The IWU Parcels total approximately 1.093 acres.

Section 3. Listing Agreement

- A. **City RFQ:** On October 31, 2018, the City issued RFQ #2019-12 requesting statements of qualifications for commercial real estate marketing services for the Project Area. Upon the close of that RFQ, representatives from the City and IWU interviewed the respondents to the RFQ. Coldwell Banker Commercial Devonshire Realty (the “Broker”) was determined by the City and IWU representatives to be well qualified.
- B. **Purpose for Listing Agreement:** It is agreed by the Parties, that concurrent with the adoption of this MOU, the Parties will jointly enter into an Exclusive Right to Sell Listing Agreement (the “Listing Agreement”) with Broker with the ultimate goal to:
 - i. Market the Project Area to private developers.
 - ii. Identify redevelopment options that will ensure the planned and cohesive redevelopment of the Project Area for the benefit of both the City and IWU.
 - iii. Seek out private developer proposals for the redevelopment of the Project Area.

- C. Broker Marketing Materials:** Representatives of both the City and IWU will review and approve Broker's marketing materials for the Project Area prior to public issuance.
- D. Proposal Vetting:** Broker shall provide copies of developer proposals to the Parties. The Parties will keep this information confidential while the proposals are under review. The City will be responsible for all expenses associated with the vetting of any responses / proposals from private developers.
- E. Assist the Broker:** The Parties will make reasonable and appropriate efforts to assist Broker in its effort to market the Project Area to potentially interested parties. IWU will make available to Broker any and all information about the IWU Parcels deemed necessary by Broker to market the Project Area. The City will make available to Broker any and all information about the City Parcel deemed necessary by Broker to market the Project Area.
- F. General Guidelines for Redevelopment:** The Parties will direct Broker to specify that private developer proposals should conform to the following general guidelines:
- i. Proposals will preferably include new, mixed-use structures with ground floor retail / commercial and upper-story residential units. Residential units should be market-rate and should not be targeted to college students or to senior citizens.
 - ii. Proposals should be transit-oriented and pedestrian friendly.
 - iii. Proposals should ideally be submitted by a single, master developer, with a comprehensive plan for the entire Project Area.
 - iv. Proposals may include the rededication and reconstruction of East Street, as public right of way between Walnut Street and Chestnut Street.
 - v. Proposals should be sensitive to the historic character of the adjacent Franklin Square neighborhood, a designated historic district listed on the National Register of Historic Places.

Notwithstanding the aforesaid general guidelines, the Parties reserve the right to jointly consider and, where appropriate, approve private developer proposals presented by Broker which may not necessarily meet each of the aforesaid general guidelines.

- G. Term of Listing Agreement:** The Listing Agreement shall become effective upon the date fully executed by the Parties and will terminate eighteen (18) months after the date fully executed (the "Listing Term"). In the event the Parties do not provide Broker with written notice three (3) months prior to the end of the Listing Term, then the Listing Agreement will automatically renew for an additional six (6) months. The Listing Agreement may be terminated by the Parties with sixty (60) days written notice to Broker, with or without cause, by vote of the governing boards of the Parties.

- H. Broker Commission:** It is agreed between the Parties that Broker's commission shall be split based upon the Parties' percentage of land ownership as follows: City shall pay 73.30% of the commission due Broker and IWU shall pay the remaining 26.70% of the commission due Broker. This commission split shall be detailed in the Listing Agreement.

Section 4. Use of the Parking Lots

- A.** As the IWU Parking Lot and the City Parking Lot are adjacent and interconnected, and, until such a time as a redevelopment of the Project Area commences, it would be beneficial to both the City and IWU for these parking lots to be used by members of the public attending events at the IWU campus or at nearby City-owned facilities. Therefore, IWU and the City agree that both Parties may make use of either Parties' Parking Lot at any time and for any purpose throughout the term of this MOU.
- B.** The City, at its option and cost, may cause for improvements to be made to the IWU Parking Lot, including, but not limited to, restriping or patching. Any improvements made by the City to the IWU Parking Lot shall be approved by IWU in a writing prior to being made by the City or the City's contractor.
- C.** The City, at its option and cost, may cause for the removal of snow or other debris from the IWU Parking Lot in order to make both parking lots available for use.
- D.** The Parties further agree that either party will be responsible for insurance and all other maintenance of its respective parking lot throughout the term of this MOU.
- E.** IWU hereby grants the City access to the IWU Parcels for the forgoing purposes.

Section 5. IWU Buildings

- A.** The IWU Buildings are currently registered under the City's Neighborhood Perseveration Ordinance (NPO). IWU agrees to maintain the IWU Buildings in accordance with the NPO.
- B.** To better prepare the site for redevelopment, IWU commits to commence the demolition of the IWU Buildings prior to the sale or transfer of the IWU Parcels. IWU shall secure appropriate permits and approvals from the City prior to commencement of the demolition.

IWU shall be responsible for all costs associated with the demolition of the IWU Buildings. The City will cooperate with IWU in providing access to the IWU Parcels from the City Parcel. IWU shall be responsible for costs associated with restoration of the City Parcel after the completion of the demolition of the IWU Buildings.

Section 6. Duration

- A.** This MOU is at-will and may be modified by mutual consent of authorized officials from the City and IWU.
- B.** This MOU shall be effective upon signature by the authorized officials from the City and IWU and will remain in effect until modified or terminated by any one of the Parties by mutual consent.
- C.** In the absence of mutual agreement by the authorized officials from the City and IWU this MOU shall end on May 31, 2021.
- D.** Nothing in this MOU shall be deemed, construed or interpreted as binding either Party to undertake any form of redevelopment of the Project Area or any part thereof. Likewise, nothing herein shall be deemed, construed or interpreted as prohibiting either Party from independently undertaking redevelopment of that Party's owned parcels. Neither Party shall be deemed bound to enter into an agreement to undertake or participate in any redevelopment project unless and until both Parties agree to all terms and conditions of any such redevelopment project and all such terms and conditions have been reduced to a separate writing which is signed by the Parties.

[Signature page to follow]

IN WITNESS WHEREOF, the City and IWU have caused this MOU to be executed by their duly authorized officers or manager(s) as of the date set forth below.

City of Bloomington, McLean County, Illinois

By: _____
City Manager

ATTEST

By: _____
City Clerk

Date: _____

Illinois Wesleyan University

By: _____

Title: _____

Date: _____

ATTEST

By: _____

Title: _____

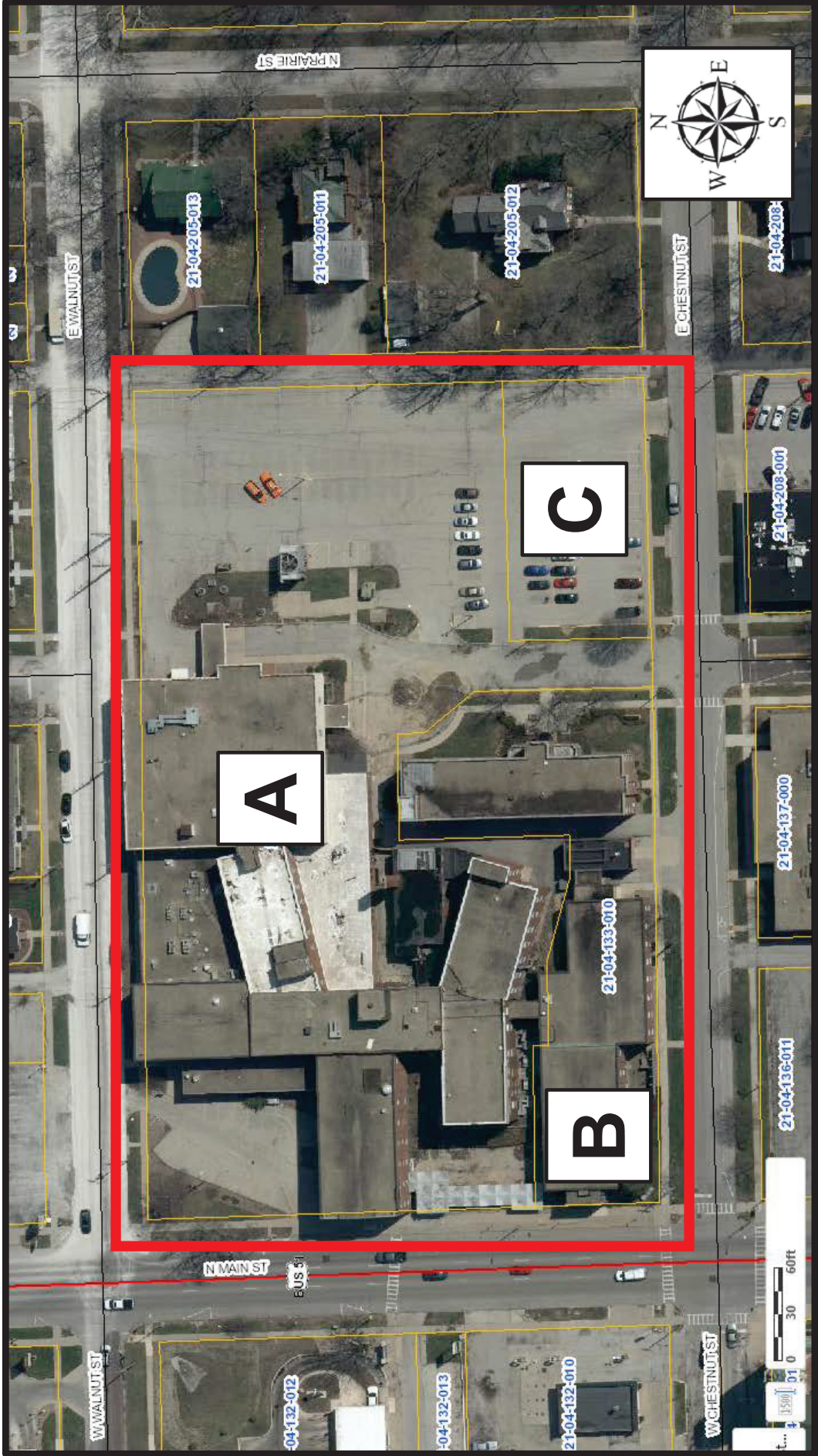
Date: _____

[Exhibit A follows this page and is an integral part of this MOU in the context of use.]

Exhibit A

[Exhibit A – Former Mennonite Hospital Redevelopment Project Area Map Attached]

Exhibit A Former Mennonite Hospital Redevelopment Project Area



Parcel	PIN	Owner	Acres
A	21-04-133-009	City of Bloomington	3.00
B	21-04-133-010	Illinois Wesleyan University	.738
C	21-04-205-014	Illinois Wesleyan University	.355

CITY OF
Bloomington ILLINOIS
REGULAR AGENDA ITEM NO. 8E

FOR COUNCIL: May 28, 2019

SPONSORING DEPARTMENT: Economic Development

SUBJECT: Consideration and action of an Ordinance Approving and Authorizing the Execution of an Exclusive Right to Sell Listing Agreement Between the City of Bloomington, Illinois Wesleyan University, and Coldwell Banker Commercial Devonshire Realty (Former Mennonite Hospital Site - 800 North Main Street), as requested by the Economic Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK: Goals 3: Grow the Local Economy; 4: Strong Neighborhoods; 5: Great Place - Livable, Sustainable City; 6: Prosperous Downtown Bloomington.

STRATEGIC PLAN SIGNIFICANCE: Objectives 3a. Retention and growth of current local businesses; 3b. Attraction of new targeted businesses that are the “right” fit for Bloomington; 3d. Expanded retail businesses; 3e. Strong working relationship among the City, businesses, economic development organizations; 4c. Preservation of property/home valuations; 4d. Improved neighborhood infrastructure; 5b. City decisions consistent with plans and policies; 5c. Incorporation of “Green Sustainable” concepts into City’s development and plans; 5e. More attractive city: commercial areas and neighborhoods; 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.

BACKGROUND: To stimulate developer interest in the City and Illinois Wesleyan University (“IWU”) properties in the 800 block of North Main Street, staff recommends approval of the proposed Exclusive Right to Sell Listing Agreement with Coldwell Banker Commercial Devonshire Realty (“CBCDR”). Below is a summary of key events related to these properties:

- On March 14, 2016, the City Council adopted Resolution 2016-08 which approved a contract to purchase three (3) acres of real estate located at 807 North Main Street (the “City Parcel”) from 3 Kirk Holdings, LLC for \$1,400,000. The City Parcel and two other adjacent parcels owned by Illinois Wesleyan University (the “IWU Parcels”) comprise 4.093 acres (the “Site”). The Site formerly housed the core of the Mennonite Hospital campus. The Site is prime for in-fill redevelopment along the heavily traveled Main Street / Business Route 51 / Historic Route 66 corridor between Downtown Bloomington and the Illinois Wesleyan University campus and is in close proximity to the Illinois State University Campus and the Advocate BroMenn Medical Center in Normal.
- On May 16, 2016, the City Council adopted Ordinance 2016-45 which authorized PGAV, the City’s TIF consultant, to conduct a TIF Feasibility/Eligibility Study of the Site to

support the establishment of the potential North Main Street / Chestnut Street Redevelopment Project Area (the “Potential TIF District”).

- On November 2, 2016, the City took possession of the City Parcel after the seller’s completion of the demolition of the former medical building on the City Parcel as required in the purchase contract.
- On November 28, 2016, PGAV presented the findings of the TIF Feasibility/Eligibility Study to the City Council. PGAV found that the Potential TIF District qualified for TIF as both a “conservation area” and a “blighted area.” The City Council then adopted Ordinance 2016-126 which authorized PGAV to proceed with drafting a Redevelopment Plan for the Potential TIF District. The TIF Feasibility/Eligibility Study is available on the City’s website (www.cityblm.org/TIF). The Redevelopment Plan is still in draft form pending a viable private development proposal.
- On July 9, 2018, the City Council adopted Ordinance 2018-56 approving a memorandum of understanding (“MOU”) between the City and IWU to support the marketing and redevelopment of the Site. Through discussions between IWU representatives and City staff in developing the MOU, it was determined that the City should lead an effort to initiate a request for proposals to find a qualified commercial real estate brokerage firm to assume responsibility for marketing the Site on behalf of the City and IWU.
- On October 31, 2018, staff issued RFQ #2019-12 requesting statements of qualifications for commercial real estate marketing services for the 800 block of North Main Street. Upon the close of that RFQ, staff interviewed the respondents to the RFQ. Coldwell Banker Commercial Devonshire Realty (“CBCDR”) was selected by staff to be qualified for this assignment.
- City staff have maintained a listing for the Site on the national commercial real estate marketing service CoStar.com. Staff have also held discussions with multiple developers about the Site. At this time, no formal development proposals are under consideration.

Upon approval of the proposed Listing Agreement, CBCDR broker Ryan Murphy will assume responsibility for marketing the Site and will present proposals from developers in accordance with the guidelines outlined in the MOU. Staff in the City’s Economic Development Department plan to work closely with Mr. Murphy to support his efforts to market the Site and solicit proposals from well-qualified and experienced developers meeting the guidelines outlined in the MOU:

- Proposals will preferably include new, mixed-use structures with ground floor retail / commercial and upper-story residential units. Residential units should be market-rate and should not be targeted to college students or to senior citizens.*
- Proposals should be transit-oriented and pedestrian friendly.*
- Proposals should ideally be submitted by a single, master developer, with a comprehensive plan for the entire Project Area / Site.*

- iv. *Proposals may include the rededication and reconstruction of East Street, as public right of way between Walnut Street and Chestnut Street.*
- v. *Proposals should be sensitive to the historic character of the adjacent Franklin Square neighborhood, a designated historic district listed on the National Register of Historic Places.*

The Ordinance approving the agreement directs the City Manager to review all proposals in conjunction with representatives from IWU, reject any proposals deemed unworthy of further consideration, and forward to the City Council any proposals deemed worthy by the City Manager and IWU to warrant formal consideration. When a qualified developer / proposal has been submitted by CBCDR to the City, City staff will thoroughly vet it and present it to IWU and the City Council for formal consideration. The vetting process will include the evaluation of any request for incentives made by a developer. The City's Guidelines for the Utilization of Tax Increment Financing and the City's Economic Development Incentive Guideline (Resolution 2018-38 -- June 25, 2018) will be followed when vetting any developer's request for incentives.

The term of the proposed Listing Agreement is eighteen (18) months with an optional six (6) month extension. City Staff and IWU believe this to be a reasonable term given the size and location of the Site as well as the current commercial real estate climate for the desired uses. The ordinance approving the agreement provides the City Manager with the flexibility to grant CBCDR the six (6) month extension.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: City staff and IWU representatives have met with multiple commercial real estate brokers, multiple representatives of local, regional, and national retailers, and with multiple development firms to discuss the potential redevelopment of the Site. Meetings have also been held with multiple residents of the Franklin Park neighborhood and business owners adjacent to the Site.

FINANCIAL IMPACT: No immediate direct budgetary impact would result from approval of the proposed agreement. CBCDR is to only receive payment of the agreed upon \$100,000.00 commission upon the sale of the Site to a private developer. The commission due to CBCDR is to be split based on percentage of land ownership as follows: the City will pay 73.30% and IWU will pay the remaining 26.70%. In the event the City or IWU lease, trade, exchange, or donate the Site to the City or to IWU, or to a third-party developer or charitable or not for profit organization, the \$100,000.00 commission to CBCDR would also be due.

CBCDR's proposal is a predefined commission structure as opposed to a variable or percentage commission. The \$100,000.00 commission is equivalent to a 6% commission for the Site using an estimated value of \$1.67 million (or \$9.35 per square foot). As there are multiple types of deal structures/incentives that could ultimately be employed by the City and IWU to assist with the private redevelopment of the Site, CBCDR's proposed predefined commission is supported by City staff and IWU.

The ordinance approving the agreement also provides approval to the City Manager to incur expenses on behalf of the City and IWU related to the Site should staff determine a need to hire specialty consultants to address site-specific concerns and vet developer proposals in accordance with the City's Procurement Policies.

Both the commission and further study expenses, if needed, would be paid from the City's Economic Development Technical and Professional Services account (10019170-70220). Stakeholders can locate this account in the FY 2020 Proposed Budget Book titled "Budget Overview & General Fund" on page 250. The City could potentially seek reimbursement for such expenses if the Potential TIF District is established for the Site.

COMMUNITY DEVELOPMENT IMPACT: The Site is identified in the Comprehensive Plan 2035 as a "Tier 1 Development Priority" (Figure 1-3 map, page 20). Redevelopment of the Site would further the following goals and objectives of the Comprehensive Plan 2035:

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

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

ED-4.3 Facilitate and enhance pedestrian-friendly neighborhood centers to support mixed use developments

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

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

Goal D-1 Continue to build a healthy Downtown that offers a range of employment, retail, housing, cultural and entertainment opportunities for all.

D-1.2 Pursue catalyst projects that can serve as additional Downtown anchors

D-1.4 Develop a wide variety of Downtown housing options

Goal D-2 Market and promote the unique brand and image of Downtown Bloomington.

D-2.1 Identify and designate gateways to Downtown [North Main Street]

Goal D-6 Reinforce the connections between Downtown and adjacent neighborhoods.

D-6.1 Encourage development on sites that will link Downtown with surrounding neighborhoods

D-6.3 Pursue public-private development opportunities with major employers seeking employee housing near offices

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

Respectfully submitted for Council consideration.

Prepared By: Austin Grammer, Economic Development Coordinator

Reviewed By: Melissa Hon, Economic Development Director

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

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read 'Tim Gleason', with a stylized, looping flourish at the end.

Tim Gleason
City Manager

Attachments:

- ECON DEV 2B Ordinance 2019 - 40 Broker Contract 800 N Main
- ECON DEV 2C Broker Contract 800 N Main

ORDINANCE NO. 2019 - 40

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF
AN EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT BETWEEN
THE CITY OF BLOOMINGTON, ILLINOIS WESLEYAN UNIVERSITY,
AND COLDWELL BANKER COMMERCIAL DEVONSHIRE REALTY
(Former Mennonite Hospital Site - 800 North Main Street)**

WHEREAS, the City of Bloomington, McLean County, Illinois (the “City”) is a duly organized and validly existing home-rule municipality created in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970 and as such may exercise any power and perform any function pertaining to its government and affairs; and,

WHEREAS, by the adoption of Resolution 2016-08 on March 14, 2016, the Mayor and City Council of the City (the “Corporate Authorities”) determined it to be in the best interest of the City and its residents for the City to acquire three (3) acres of real estate located at 807 North Main Street (the “City Parcel”) for future commercial development; and,

WHEREAS, Illinois Wesleyan University, Bloomington, Illinois (“IWU”) is the owner of two parcels of real estate (the “IWU Parcels”), which when taken together, comprise approximately 1.093 acres, and are located adjacent to the City Parcel; and,

WHEREAS, the combination of the City Parcel and the IWU Parcels represents an approximately 4.1 acre infill redevelopment site in the 800 block of North Main Street (the “Site”) which was the site of Mennonite Hospital from 1920 to 1997; and,

WHEREAS, the Corporate Authorities adopted Ordinance 2016-45 on May 16, 2016 which authorized PGAV, the City’s Tax Increment Financing (“TIF”) consultant, to conduct a TIF feasibility study of the Site to support the establishment of the potential North Main Street / Chestnut Street Redevelopment Project Area (the “Potential TIF District”); and,

WHEREAS, on November 28, 2016, PGAV presented the findings of the feasibility study to the Corporate Authorities, determining that the Potential TIF District qualified for TIF as a “conservation area” and a “blighted area” (pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, et seq., as from time to time amended) and the Corporate Authorities then adopted Ordinance 2016-126 which authorized PGAV to proceed with drafting a Redevelopment Plan for the Potential TIF District; and,

WHEREAS, on July 9, 2018, the Corporate Authorities adopted Ordinance 2018-56 approving a memorandum of understanding between the City and IWU to support the marketing and redevelopment of the Site (the “MOU”); and,

WHEREAS, in furtherance of the goals and objectives of the MOU, on October 31, 2018, the City initiated a public request for qualifications in order to identify providers of commercial real estate marketing services for the Site via Request for Qualifications #2019-12; and,

WHEREAS, the result of the City's public request for qualifications process was the selection of Coldwell Banker Commercial Devonshire Realty ("CBCDR") as the most qualified applicant; and,

WHEREAS, CBCDR is duly experienced in marketing commercial real estate and advising municipalities in the development process; and,

WHEREAS, the City desires to engage CBCDR as its exclusive consultant, advisor and broker, and further desires to grant to CBCDR the exclusive right to list the Site as for sale and market it to developers, investors, and tenants.

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

Section 1. The foregoing recitals are incorporated and made a part of this Ordinance as if fully set forth in this section.

Section 2. The Exclusive Right to Sell Listing Agreement by and between the City of Bloomington, Illinois Wesleyan University, and Coldwell Banker Commercial Devonshire Realty (the "Agreement"), in substantially the form attached hereto as Exhibit A is hereby approved and the City Manager is hereby authorized to execute and deliver any and all documents as deemed necessary to implement the terms of the Agreement.

Section 3. The City Manager is hereby directed to and authorized, at the City Manager's sole discretion, to exercise any extensions to the term of the Agreement as detailed in section 1 "Listing Term".

Section 4. The City Manager is hereby directed to:

- A. Review and vet any and all development proposals arising from the Agreement.
- B. In consultation with IWU, reject any and all proposals determined by the City Manager to not be worthy of consideration.
- C. Forward on to the Corporate Authorities and IWU any and all proposals which the City Manager determines to warrant formal consideration.

Section 5. The City Manager is hereby directed to and authorized to undertake such additional studies and obtain such additional professional and legal services as deemed necessary by the City Manager, all in accordance with the City's procurement policies and procedures, in furtherance of the marketing of the Site.

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

Section 7. This Ordinance shall be in full force and effect immediately after its approval and publication as required by law.

ADOPTED this 28th day of May, 2019.

APPROVED this ____ day of ____, 2019.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, City Clerk



DEVONSHIRE REALTY
P. O. Box 140
Champaign, IL 61824-0140

EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2019, by and between CBCDR LLC d/b/a COLDWELL BANKER COMMERCIAL DEVONSHIRE REALTY (Broker) and CITY OF BLOOMINGTON, ILLINOIS and ILLINOIS WESLEYAN UNIVERSITY (collectively "Owner").

In consideration of Owner's acceptance of the services to be performed by Broker and the commissions to be paid by Owner, the parties agree that Broker is granted the exclusive right to market and sell the commercial real estate (**Property**) more particularly described and upon the terms as follows:

PROPERTY ADDRESS: 801-807 N. Main & 208 E. Chestnut, Bloomington, Illinois 61701

PROPERTY TAX IDENTIFICATION NUMBERS: 21-04-133-009, 21-04-133-010, 21-04-205-014

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the parties agree as follows:

1. **LISTING TERM:** This Agreement shall become effective upon the date fully executed and will terminate eighteen (18) months after the date fully executed. In the event Owner does not provide Broker with written notice three (3) months prior to the end of the Listing Term, then this Agreement will automatically renew for an additional six (6) months. This Agreement may be terminated by the Owner with sixty (60) days written notice to Broker, with or without cause, by vote of the governing boards of the Owner.

2. **COMMISSION:** In the event (i) a contract to purchase, develop or lease the Property is executed by the Owner and a Buyer, Developer, or Lessee (hereinafter referred to as "Buyer") during the term of this Agreement; or (ii) if Owner contributes or conveys the Property to a partnership, joint venture or other business entity; or (iii) if Owner is a corporation, partnership or other business entity and an interest in said business entity is transferred, whether by merger, outright purchase or otherwise, in lieu of the sale of the Property, then, without incurring commission to another broker, **Owner shall pay Broker a commission of One Hundred Thousand Dollars and no/100 (\$100,000.00);** which commission shall be paid at the time Owner and buyer (successors and assigns) close on the Property or interest and title to the Property or an interest in the Property is transferred.

The commission due to Broker by the Owner shall be split based on their percentage of land ownership as follows: City of Bloomington, Illinois shall pay 73.30% of the commission due Broker and Illinois Wesleyan University shall pay the remaining 26.70% of the commission due Broker.

Owner also agrees to pay the commission to Broker if a contract is executed within six (6) months after termination of this Agreement to a prospect submitted by Broker during the term of this Agreement, or to anyone with whom Owner dealt during the term of this Agreement. Within five (5) days after the termination of the Agreement, Broker shall submit to Owner at the address listed herein via certified mail, a list of prospects (**Prospect List**) that Broker submitted to the Owner or Owner's Property during the term of the Agreement. The Prospect List shall serve as notice to Owner and formal registration of those prospects which may earn Broker a commission in the event that the Property is sold to a prospect during the six (6) month period. Broker's failure to submit a Prospect List shall not waive any rights to commissions that may be due Broker under this Agreement. In addition, Broker's submittal of the Prospect List shall not waive any rights to commissions that may be due for those leases executed by anyone with whom Owner dealt during the term of the Agreement.

The full commission is payable at closing. If no closing occurs as a result of buyer's default, Broker will waive the commission and this Agreement will continue for the balance of the term, but if the closing fails to occur as a result of Owner's default or the failure of Owner to act in good faith and due diligence toward closing on the sale or exchange of the Property or an interest in the Property, then the commission under this Agreement will become immediately due.

3. **EXCHANGES:** The term "sale" shall include any exchange or trade to which Owner consents. In the event that Owner exchanges or trades the Property through the services of Broker or during the term of this Agreement, Broker shall be entitled to the same commission as stated in paragraph 2. as though the Owner had sold the Property. The Owner acknowledges that there may be tax consequences arising out of the exchange or trade of the Property and is advised to seek competent tax advice if the Owner chooses to do so.

4. **CONTRIBUTED PROPERTY:** If the Owner donates the Property to a charitable or not for profit organization, a commission as stated in paragraph 2. will be due.

5. **LEASE:** In the absence of a separate Exclusive Agency Listing Agreement for the Lease of the Property, and in the event the Owner executes a contract to lease the Property through the services and efforts of Broker, or during the term of this Agreement, including the six (6) month period after the termination of the Agreement if the prospect was submitted to Owner in the Prospect List per paragraph 2. or to anyone whom Owner dealt with during the term of the Agreement, then, without incurring commission to another broker, Owner shall pay Broker a commission as stated in paragraph 2. Said commission shall be paid at the time Owner and tenant (successors and assigns) enter into said lease.

6. **AGENCY DISCLOSURES:** Broker designates **Ryan Murphy (Owner's Designated Agent)**, as a sales associate affiliated with Broker, to act as the only legal agent of Owner for purposes of marketing the Property under this Agreement to the exclusion of all brokers or salespersons employed by or affiliated with Broker, unless and until Broker notifies Owner in writing to the contrary.

Broker reserves the right to name additional Designated Agents. If additional Designated Agents are named, Broker agrees to notify Owner in writing within a reasonable time. If other brokers or salespersons

employed by or affiliated with Broker are designated as the legal agents of the prospective buyer of the Property, then Broker agrees to instruct each of the designated brokers or salespersons to act exclusively for the party they have been designated to represent and not to share or attempt to obtain information not appropriate to share or obtain with representatives of adverse parties.

7. **COOPERATING AGENTS / BROKERS:** Owner understands and agrees that other salespersons affiliated with Broker, other than Owner's Designated Agent(s), may represent the actual or prospective buyer (**Buyer's Agent**) of Owner's property. Further, Owner understands and agrees that if the Property is sold through the efforts of a sales associate affiliated with Broker who represents the Buyer, the other sales associate affiliated with Broker will be acting as a Buyer's designated agent.

Owner acknowledges that potential buyers may elect to employ the services of a different licensed real estate broker or sales associate as their own agent. Broker is authorized to show the Property to prospective buyers represented by Buyer's Agent and Broker, in its sole discretion, may pay a part of the above commission to Buyer's Agent or other cooperating agents. Broker is authorized in its sole discretion to determine with which brokers it will cooperate, and the amount of compensation that it will offer cooperating brokers in the sale of the Property.

8. **DUAL AGENCY:** Owner acknowledges that Broker may represent prospective Buyers as well as Owner and Broker agrees as such to provide Owner with a Disclosure and Consent to Dual Agency form for Owner to execute if Owner agrees to the dual agency.

9. **BROKER'S DUTIES:** Broker shall use its best efforts to produce a Buyer ready, willing, and able to purchase, develop or lease the Property at terms acceptable to Owner; shall assist to the extent requested by Owner, in negotiating the terms of and filling out a real estate purchase agreement; and comply with all applicable laws in performing its duties. Accept delivery of and present to the Owner offers and counteroffers to buy, sell, or lease the Owner's property or the property the Owner seeks to purchase or lease; assist the Owner in developing, communicating, negotiating, and presenting offers, counteroffers, and notices that relate to the offers and counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived; and answer the Owner's questions relating to the offers, counteroffers, notices, and contingencies. Broker shall seek proposals from a Buyer in conformance with the following guidelines:

i. Proposals will preferably include new, mixed-use structures with ground floor retail / commercial and upper-story residential units. Residential units should be market-rate and should not be targeted to college students or to senior citizens.

ii. Proposals should be transit-oriented and pedestrian friendly.

iii. Proposals should ideally be submitted by a single, master developer, with a comprehensive plan for the entire Project Area.

iv. Proposals may include the rededication and reconstruction of East Street, as public right of way between Walnut Street and Chestnut Street.

v. Proposals should be sensitive to the historic character of the adjacent Franklin Square neighborhood, a designated historic district listed on the National Register of Historic Places.

10. **OWNER'S COVENANTS:** Owner agrees to cooperate with Broker, its agents and cooperating brokers fully with respect to Broker's efforts to market and sell the Property. Owner agrees to refer to Broker all inquiries received relating to the sale of the Property and to conduct all negotiations with prospective buyers of the Property through Broker. Owner further agrees to furnish Broker any information concerning the Property as Broker may reasonably request from time to time.

The Owner represents and warrants that it is either the owner of the Property, the beneficiary under the land trust that owns the Property or is the authorized agent of the Owner who has the power and authority to enter into this Contract on behalf of the legal or beneficial owner of the Property.

11. **CONDITION OF PROPERTY:** Broker is not charged with the custody of the Property, nor its management, upkeep or repair. Owner understands that the information furnished by Owner to Broker will be used to advertise Owner's property to the public and it is necessary that the information is accurate. Owner acknowledges that Owner may be liable to a buyer for any latent or hidden undisclosed defects in the Property that are known to Owner and not disclosed to a buyer.

Owner agrees to disclose to Broker and prospective buyers all information that Owner has or may obtain regarding the Property. Broker is authorized to disclose all such information to prospective buyers. Owner agrees to indemnify and save harmless Broker and its officers, employees and agents against any and all actions, claims, damages and liabilities (a) relating to the condition of the Property; (b) pertaining to the presence and location of asbestos, PCB transformers, underground storage tanks and any hazardous or contaminated substances in, on or around the Property and any damage or injury to person or Property resulting from or occurring in, on or about the Property.

Owner agrees to keep the Property in good repair / condition during the term of the Agreement.

12. **INDEMNIFICATION:** Owner agrees to indemnify, defend and hold Broker and its sales agents harmless from any and all claims, disputes, litigation, judgments, and costs (including reasonable attorney's fees) arising from Owner's breach of this Agreement, from any incorrect information or misrepresentation supplied by Owner to Broker or from any material facts, including latent defects, that are known to Owner and that Owner fails to disclose to Broker or any of its sales agents.

13. **MARKETING:** Owner authorizes Broker to place and remove listing signs on or from the Property and to advertise through various print media, the internet or other similar means or media and to photograph the same and use such photographs in the negotiations of a sale. Owner further authorizes Broker

and or cooperating brokers to conduct showings of the Property and grants Broker and or cooperating brokers access to the Property to show the same at reasonable hours.

14. **DEFAULT:** In the event either party fails to perform it's obligations under this Agreement and if it becomes necessary for either party to retain an attorney or initiate any legal proceedings in order to secure conformance with this Agreement, then in addition to all other sums either party may be entitled to recover, either party shall also be entitled to recover court costs, reasonable attorney fees, pre-judgment and post-judgment interest and all other costs incurred by either party in connection therewith. Owner acknowledges that Broker shall have all rights granted to Brokers under the Illinois Commercial Real Estate Broker Lien Act.

15. **EARNEST MONEY:** Earnest money deposited by a prospective buyer shall be held in escrow until closing with the Escrowee allowed to retain expenses incurred for Owner and to pay the earnest money into court in the event of a dispute. IN THE EVENT THAT OWNER RETAINS THE EARNEST MONEY, OR ANY PART THEREOF AS A RESULT OF THE PROSPECTIVE TENANTS DEFAULT, THEN BROKER IS ENTITLED TO ONE-HALF (1/2) OF THE AMOUNT OWNER RECEIVES LESS ANY EXPENSES OR LOSSES OWNER MAY HAVE AS A RESULT OF THE TENANT DEFAULT.

16. **NONDISCRIMINATION:** THE PARTIES ACKNOWLEDGE THAT IT IS ILLEGAL FOR EITHER OWNER OR BROKER TO REFUSE TO DISPLAY OR SELL THE PROPERTY TO ANY PERSON BECAUSE OF HIS RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, OR PHYSICAL DISABILITY.

17. **AMENDMENTS IN WRITING:** No amendment or alterations in the terms of this Agreement will be valid or binding unless made in writing and signed by Owner and Broker.

18. **ACKNOWLEDGMENT:** All persons signing below have read and understand this Agreement.

19. **BINDING EFFECT:** This Agreement shall be binding upon the heirs, successors, administrators and assigns of the parties hereto.

20. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

21. **EXECUTION AND COUNTERPARTS:** This contract contains the entire agreement of the parties and cannot be changed except by their written consent. This Agreement supersedes all prior agreements and understandings between the Owner and Broker with respect to the Property. This Agreement may be executed in any number of counterparts, each and all of which shall be deemed for all purposes to be one agreement.

22. **MISCELLANEOUS:** If more than one Owner or buyer is involved, the pronouns and grammatical structure shall be understood to conform.

**OWNER: CITY OF BLOOMINGTON,
ILLINOIS**

By: _____

Name: _____

Title: _____

Phone: _____

Fax: _____

Dated: _____

E-mail: _____

BROKER: CBCDR, LLC

By: _____

Name Ryan Murphy

Title: Designated Agent

Phone: 217-840-7953

Fax: 217-352-5513

Dated: _____

E-mail: ryan.murphy@cbcdr.com

OWNER: ILLINOIS WESLEYAN UNIVERSITY

By: _____

Name: _____

Title: _____

Phone: _____

Fax: _____

Dated: _____

E-mail: _____

**COLDWELL BANKER COMMERCIAL DEVONSHIRE REALTY
DISCLOSURE AND CONSENT TO DUAL AGENCY
COMMERCIAL**

NOTE TO CONSUMER: THIS DOCUMENT SERVES THREE PURPOSES. FIRST, IT DISCLOSES THAT A REAL ESTATE LICENSEE MAY POTENTIALLY ACT AS A DUAL AGENT, THAT IS, REPRESENT MORE THAN ONE PARTY TO THE TRANSACTION. SECOND, THIS DOCUMENT EXPLAINS THE CONCEPT OF DUAL AGENCY. THIRD, THIS DOCUMENT SEEKS YOUR CONSENT TO ALLOW THE REAL ESTATE LICENSEE TO ACT AS A DUAL AGENT ONLY WITH YOUR CONSENT. BY CHOOSING TO SIGN THIS DOCUMENT, YOUR CONSENT TO DUAL AGENCY REPRESENTATION IS PRESUMED.

The undersigned CBCDR, LLC (Licensee), the designated agent, and any subsequent designated agent(s) may undertake a dual representation (represent both the seller or landlord and the buyer or tenant) for the sale or lease of property
800 Block of North Main Street, Bloomington, Illinois (property address)

The undersigned acknowledge they were informed of the possibility of this type of representation. Before signing this document, please read the following:

Representing more than one party to a transaction presents a conflict of interest since both clients may rely upon Licensee's advice and the client's respective interests may be adverse to each other. Licensee will undertake this representation only with the written consent of ALL clients in the transaction.

Any agreement between the clients as to a final contract price and other terms is a result of negotiations between the clients acting in their own best interests and on their own behalf. You acknowledge that Licensee has explained the implications of dual representation, including the risks involved, and understand that you have been advised to seek independent advice from your advisors or attorneys before signing any documents in this transaction.

What a Licensee Can Do For Clients When Acting as a Dual Agent

1. Treat all clients honestly.
2. Provide information about the property to the buyer or tenant.
3. Disclose all latent material defects in the property that are known to Licensee.
4. Disclose financial qualification of the buyer or tenant to the seller or landlord.
5. Explain real estate terms.
6. Help the buyer or tenant to arrange for property inspections.
7. Explain closing costs and procedures.
8. Help the buyer compare financing alternatives.
9. Provide information about comparable properties that have sold so both clients may make educated decisions on what price to accept or offer.

What a Licensee Cannot Disclose to Clients When Acting as a Dual Agent

1. Confidential information that Licensee may know about the clients, without that client's permission.
2. The price the seller or landlord will take other than the listing price without permission of the seller or landlord.
3. The price the buyer or tenant is willing to pay without permission of the buyer or tenant.
4. A recommended or suggested price the buyer or tenant should offer.
5. A recommended or suggested price the seller or landlord should counter with or accept.

If either client is uncomfortable with this disclosure and dual representation, please let Licensee know. You are not required to sign this document unless you want to allow the Licensee to proceed as a Dual Agent in this transaction.

By signing below, you acknowledge that you have read and understand this form and voluntarily consent to the Licensee acting as a Dual Agent (that is, to represent BOTH the seller or landlord and their buyer or tenant) should that become necessary.

CLIENT: _____
(Seller/Lessor)

CLIENT: _____
(Seller/Lessor)

CLIENT: _____
(Buyer/Lessee)

CLIENT: _____
(Buyer/Lessee)

DATE: _____

DATE: _____

LICENSEE: _____