



**CITY COUNCIL MEETING AGENDA
CITY HALL COUNCIL CHAMBERS
109 E. OLIVE STREET, BLOOMINGTON, IL 61701
MONDAY, MARCH 14, 2016 7:00 P.M.**

- 1. Call to order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer**
- 4. Roll Call**
- 5. Public Comment**
- 6. Recognition/Appointments**
 - A. Certificate of Achievement for Excellence in Financial Reporting
 - B. Presentation by the Signage Committee, by *Steve Rasmussen, Assistant City Manager, Tricia Stiller, Executive Director of Downtown Bloomington Association, and Russell Francois of Francois & Associates, 10 minutes.*
 - C. Reappointment of Mark Fetzer to the Property Maintenance Review Board.
 - D. Reappointment of Patti-Lynn Silva to the Police Pension Board
 - E. Reappointment of Sanae Ferrier to the Bloomington-Normal Sister City Committee (Japan)
 - F. Recognition of the City of Bloomington by the American Heart Association for Promoting Employee Health and Fitness
- 7. “Consent Agenda”**

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

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

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

- A. Consideration of approving the Council Minutes of February 22, 2016 Regular City Council Meetings, October 26, 2015 Work Session Meeting Minutes, October 12, 2015 Work Session Meeting Minutes, September 12, 2015 Work Session Retreat Meeting Minutes, and the August 12, 2013 City Council Work Session Meeting Minutes. *(Recommend that the reading of the minutes of the previous Council Proceedings of February 22, 2016 Regular City Council Meetings, October 26, 2015 Work Session Meeting Minutes, October 12, 2015 Work Session Meeting Minutes, September 12, 2015 Work Session Retreat Meeting Minutes, and the August 12, 2013 City Council Work Session Meeting Minutes, be dispensed with and the minutes approved as printed.)*
- B. Consideration of approving Bills, Payroll and Electronic Transfers in the amount of \$8,961,580.56. *(Recommend that the bills, payroll and electronic transfers be allowed in the amount of \$8,961,580.56 and orders drawn on the Treasurer for the various amounts as funds are available.)*
- C. Consideration of approving Reappointments to Various Boards and Commissions. *(Recommend that Mark Fetzer be reappointed to the Property Maintenance Review Board, that Patti-Lynn Silva be reappointed to the Police Pension Board and that Sanae Ferrier be reappointed to the Bloomington-Normal Sister City Committee (Japan)).*
- D. Consideration of waiving the formal bidding process of a limited source and enter into a Contract with Lai Ltd., of Rolling Meadows, Illinois, for the supply of two Wemco-Hidrostal Pumps for installation at the Water Treatment Plant. *(Recommend that the Council waive the formal bidding process and enter into a contract with Lai Ltd., in the amount of \$54,372.00, to supplying two Wemco-Hidrostal Pumps for installation at the Water Treatment Plant, and the City Manager and City Clerk be authorized to execute the necessary documents.)*
- E. Consideration of approving the purchase of one scheduled replacement Rear Loading Refuse Truck for the Solid Waste Division of the Public Works Department. *(Recommend approving the purchase of one (1) McNeilus Model 2511: HD 25 Yard Rear Loader body and Kenworth T370 Chassis from McNeilus Truck and Manufacturing Inc. of Dodge Center, Minnesota using the National Joint Powers Alliance contract number 112014-MCN in the amount of \$158,664.00 be approved, the City Manager and City Clerk be authorized to execute the necessary documents.)*
- F. Consideration of adopting an Ordinance approving the Petition from Eastlake, LLC, requesting Annexation and Rezoning of the 16.946 Acre Tracts, mores specifically, Tract 1 includes 16.246 Acres and Tract 2 includes 0.700 Acres to be known as The Grove on Kickapoo Creek, Seventh Addition, commonly located North of Ireland Grove Road and West

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of Township Road 2100 East. *(Recommend that Council adopt the Ordinance approving the petition and to annex and rezone the 16.246 acre tract, and authorize the Mayor and City Clerk to execute the necessary documents.)*

- G. Consideration of adoption of an ordinance for Case SP-01-16 Petition requesting approval of a Special Use Permit for a noncommercial parking lot in the R-2 Mixed Residential District for the property located at 900 and 901 N Roosevelt Ave. *(Recommend that an ordinance be adopted for Case SP-01-16 for the Special Use Permit for a noncommercial parking lot in the R-2 Mixed Residential District on the properties located at 900 and 901 N Roosevelt Ave., and authorize the Mayor and City Clerk to execute the necessary documents.)*
- H. Consideration of the application of PATH, Inc., located at 201 E Grove St., Suite 200, for a Limited Alcoholic Liquor License, Class LA, which would allow the selling and serving of all types of alcohol by the glass for consumption on the premises for a fund raiser to be held on April 7, 2016 from 4:00 p.m. to 12:00 a.m. at the Bloomington Center for the Performing Arts, 600 N. East St. *(Recommend that an LA liquor license for PATH, Inc., d/b/a PATH, Inc., located at 201 E. Grove St., Ste. 200, be approved contingent upon compliance with all health and safety codes.)*
- I. Consideration of approving an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on May 7, 2016. *(Recommend that the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on May 7, 2016 be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.)*
- J. Consideration of approving an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on May 20, 2016. *(Recommend that the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on May 20, 2016 be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.)*
- K. Consideration of approving an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on May 29, 2016. *(Recommend that the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on May 29, 2016 be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.)*
- L. Consideration of approving an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on

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June 4, 2016. *(Recommend that the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on June 4, 2016 be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.)*

- M. Consideration of approving a Resolution waiving the formal bidding process and enter into a Contract for supply and delivery of Cationic and Anionic polymer for water treatment purposes. *(Recommend that the Resolution be approved waiving the formal bid process with Brenntag Mid-South, Inc. for polymers, specialty water treatment chemicals, the polymers be purchased from Brenntag Mid-South, Inc. at the quoted prices of \$0.665 per pound for cationic polymer and \$1.25 per pound for anionic polymer, and the City Manager and City Clerk be authorized to execute the necessary documents.)*

8. “Regular Agenda”

- A. Consideration of a Resolution approving a Contract for the Acquisition of the former Mennonite Hospital / Electrolux property located at 807 North Main Street. *(Recommend Council approve the Resolution approving the contract for the property located at 807 North Main Street be acquired from 3 Kirk Holdings, LLC at an acquisition price of \$1,400,000.00, and the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by David Hales, City Manager and Austin Grammer, Economic and Development Coordinator 5 minutes, and Council discussion 10 minutes.)*
- B. Consideration of approving a Resolution to authorize preliminary action, known as an Inducement Resolution, in connection with the redevelopment of the Commerce Bank and Front N’ Center buildings in downtown Bloomington into a hotel, conference center and restaurant cluster. *(Recommend that the Inducement Resolution in support of a proposed redevelopment project from Bloomington Downtown Redevelopment Partners, LLC be approved and authorize the Mayor and City Clerk to execute the necessary documents.) (Presentation by David Hales, City Manager 5 minutes, and Council discussion 10 minutes)*
- C. Consideration of an Ordinance authorizing a Redevelopment Agreement between the City of Bloomington and BT Bloomington, LLC for the proposed redevelopment of the Colonial Plaza Shopping Center. *(Recommend that the Ordinance approving a Redevelopment Agreement between the City of Bloomington and BT Bloomington, LLC be approved, and authorize the Mayor and City Clerk to execute the necessary documents.) (Presentation by David Hales, City Manager 5 minutes. Council discussion 10 minutes)*
- D. Consideration of approving a Resolution authorizing the submittal for the Multi Year

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General Architectural, Engineering and Land Surveying Services (RFQ 2016-04). *(Recommend that a Resolution authorizing Multi Year General Architectural, Engineering and Land Surveying Services for three years with two one year optional renewals from Baxter & Woodman, BKV Group, BLDD Architects, Clark Dietz, Crawford Murphy & Tilly, Farnsworth Group, Francois & Associates, Hanson Professional Services, Kaskaskia Engineering, Lochmueller Group, Lewis, Yockey & Brown, Midwest Engineering and Shive Hattery be approved, and authorize the Mayor and City Clerk to execute the necessary documents.) (Presentation by Steve Rasmussen, Assistant City Manager and Bob Yehl, Water Director, 5 minutes, and Council discussion 10 minutes).*

- E. Consideration of design for the Fox Creek Bridge replacement at the Union Pacific Railroad. *(Recommend that the Council approve Alternative 2 as the preferred bridge design option and direct staff and Alfred Benesch & Company to proceed with preconstruction work for bridge replacement and street improvements on Fox Creek Road from Danbury Drive to Beich Road.) (Presentation by Jim Karch, 5 minutes, Council discussion 10 minutes.)*

9. City Manager's Discussion

- A. Coliseum Management Contract Update

10. Mayor's Discussion

11. City Aldermen's Discussion

12. Executive Session – Personnel per Section 2(c) 11 of 5 ILCS

13. Adjournment

14. Notes

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6. Recognition/Appointments

- A. Certificate of Achievement for Excellence in Financial Reporting
- B. Presentation by the Signage Committee, *by Steve Rasmussen, Assistant City Manager, Tricia Stiller, Executive Director of Downtown Bloomington Association and Russell Francois of Francois & Associates, 10 minutes*
- C. Reappointment of Mark Fetzer to the Property Maintenance Review Board.
- D. Reappointment of Patti-Lynn Silva to the Police Pension Board
- E. Reappointment of Sanae Ferrier to the Bloomington-Normal Sister City Committee (Japan)
- F. Recognition of the City of Bloomington by the American Heart Association for Promoting Employee Health and Fitness



Government Finance Officers Association
203 N. LaSalle Street - Suite 2700
Chicago, IL 60601

Phone (312) 977-9700 Fax (312) 977-4806

03/10/2016

NEWS RELEASE

For Information contact:
Stephen Gauthier (312) 977-9700

(Chicago)--The Certificate of Achievement for Excellence in Financial Reporting has been awarded to **City of Bloomington** by the Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement has been awarded to the individual(s), department or agency designated by the government as primarily responsible for preparing the award-winning CAFR. This has been presented to:

Patti-Lynn Silva, CPA, Finance Director

The CAFR has been judged by an impartial panel to meet the high standards of the program including demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

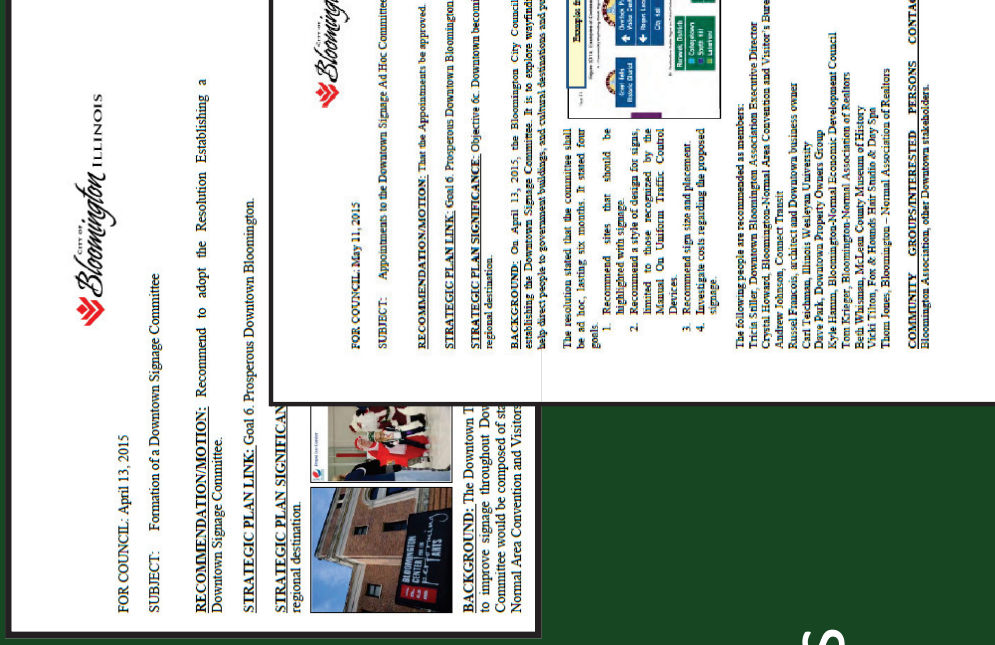
The GFOA is a nonprofit professional association serving approximately 17,500 government finance professionals with offices in Chicago, IL, and Washington, D.C.

Annual Report from the Downtown Signage Committee

March 14, 2016

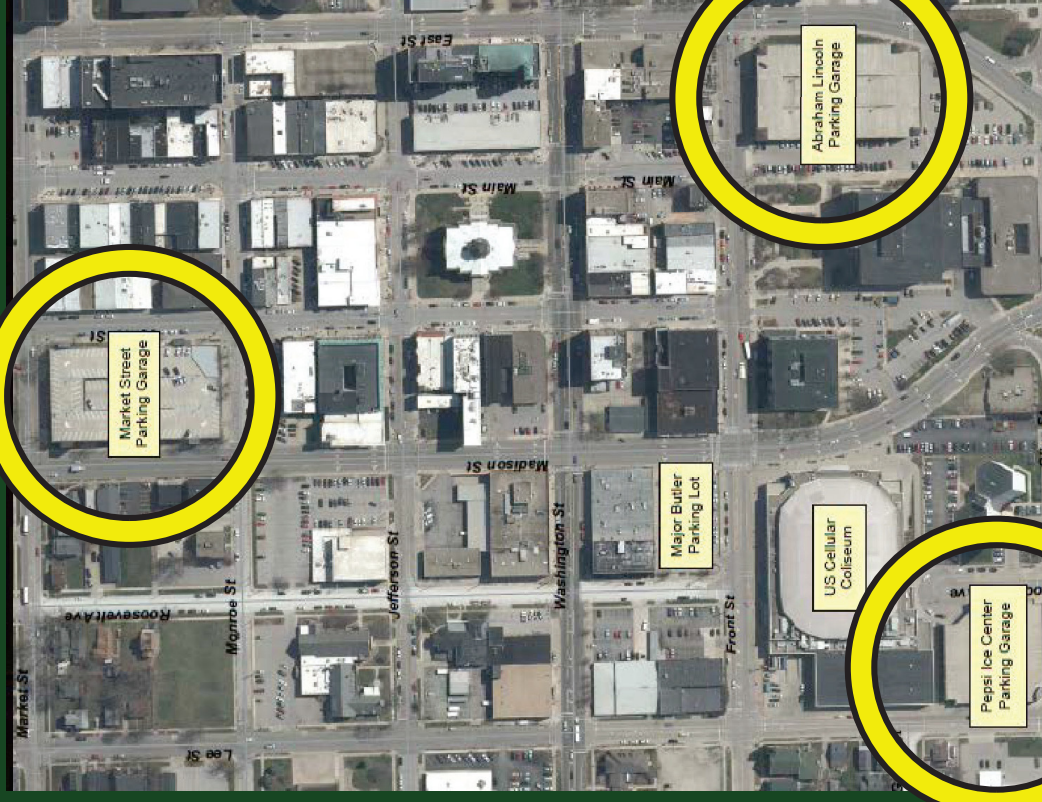
Implementation Documents

- Formation of the Committee
 - April 13, 2015
 - “To improve signage throughout the City’s downtown”
- Committee Appointments
 - May 11, 2015



Work to Date

- Meetings twice a month
 - 15 since appointment
- Effected signage of three city parking garages
- Worked for long-term conceptual wayfinding
- Coordinated with the Town of Normal



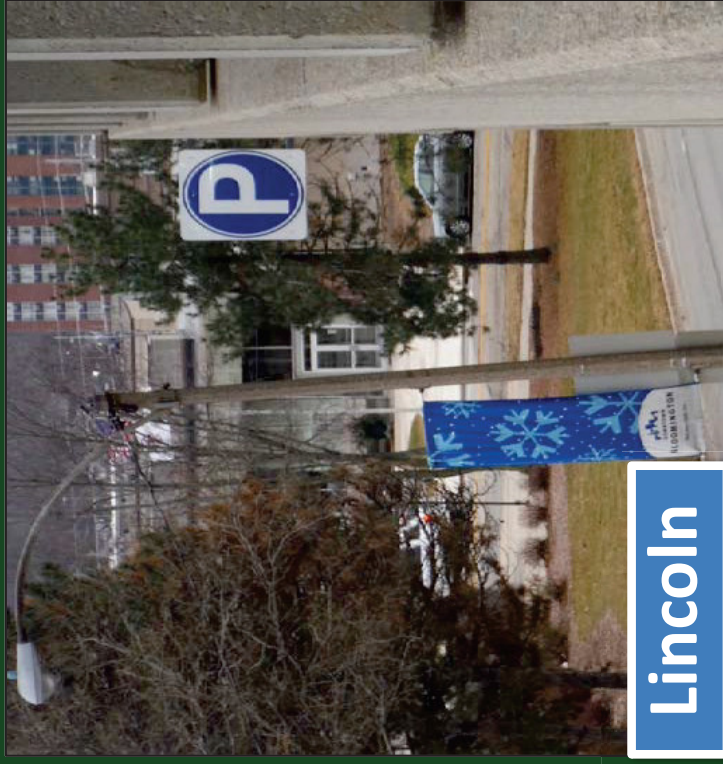
City Parking Decks



Pepsi Ice
Center



Market St.



Lincoln

Purpose of Parking Signage

- Help downtown amenities
- Make the downtown experience more user friendly
- Aid international visitors
- Aid visitor safety



Data on Visitors

- History Museum
- Route 66 Visitors' Center
- US Cellular Coliseum
- BCPA
- Bloomington Public Library
- Castle Theatre
- Arts Center

Financial Cost

- Total cost- \$5,793
 - 9 signs in total
 - Costs shared between the Convention and Visitors Bureau and the City (50/50)
 - Good progress
 - Purchased and installed

ABRAHAM LINCOLN PARKING GARAGE SIGN COST ESTIMATES			
GLASS WINDOW FILMS			
	QTY	UNIT COST	TOTAL
Lincoln Portrait	2	\$300	\$600
Letters	14	\$200	\$2,800
Installation	2	\$200	\$400
	TOTAL INSTALLED COST		\$3,800
PARKING SYMBOL			
	QTY	UNIT COST	TOTAL
Sign	2	\$600	\$1,200
Installation	2	\$400	\$800
	TOTAL INSTALLED COST		\$2,000
LINCOLN PORTRAIT			
	QTY	UNIT COST	TOTAL
Sign	2	\$1,000	\$2,000
Installation	2	\$400	\$800
	TOTAL INSTALLED COST		\$2,800
DECORATIVE LINCOLN SIGN			
	QTY	UNIT COST	TOTAL
Sign	1	\$6,000	\$6,000
Installation	1	\$2,000	\$2,000
	TOTAL INSTALLED COST		\$8,000
VERTICAL PARK SIGN			
	QTY	UNIT COST	TOTAL
Sign	1	\$12,000	\$12,000
Installation	1	\$3,000	\$3,000
	TOTAL INSTALLED COST		\$15,000
		GRAND TOTAL	\$31,600

Moving Forward on Signage

- Committee would like to continue
- Committee requested \$75,000 in 2017 Budget for downtown wayfinding



Moving Forward on Signage

- Propose direction signage for Downtown attractions and governmental buildings
- Thematic coordination with the Town of Normal
- Submit an request for qualifications from wayfinding designers
- Use funds to hire designers and purchase 'pilot' signage

The American Heart Association is proud to recognize

CITY OF BLOOMINGTON

Worksite Name

for promoting employee health and fitness



This workplace has been recognized by the American Heart Association for meeting criteria for employee wellness.

heart.org/fitfriendly



FOR COUNCIL: March 14, 2016

SUBJECT: Consideration of approving the February 22, 2016 Regular City Council Meeting Minutes, the October 26 2015 City Council Work Session Meeting Minutes, October 12, 2015 Work Session Meeting Minutes, the September 12, 2015 Work Session Retreat Meeting Minutes and August 12, 2013 City Council Work Session Meeting Minutes.

RECOMMENDATION/MOTION: That the reading of the minutes of February 22, 2016 Regular City Council Meeting, the October 26 2015 City Council Work Session Meeting Minutes, October 12, 2015 Work Session Meeting Minutes, September 12, 2015 Work Session Retreat Meeting Minutes, and August 12, 2013 Work Session Meeting Minutes be dispensed with and the minutes approved as printed.

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

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

BACKGROUND: The Council Regular City Council Meeting Minutes of February 22, 2016, and the September 12, 2015 City Council Work Session Meeting Minutes have been reviewed and certified as correct and complete by the City Clerk.

The minutes from October 26, 2015 City Council Work Session Meeting Minutes, October 12, 2015 Work Session Meeting Minutes and August 12, 2013 Work Session Meeting Minutes were included on the Council memo for the November 9, 2015 Regular City Council Meeting. However, in reviewing the packet materials from that date, City staff noticed that those minutes were not listed on the November 9, 2015 Council Meeting Agenda. Staff is therefore, bringing the minutes back to Council for approval for the record.

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable

Respectfully submitted for Council consideration.

Prepared by:

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

Recommended by:



David A. Hales, City Manager

Attachments:

- February 22, 2016 Regular City Council Meeting Minutes
- October 26, 2015 Work Session Meeting Minutes
- October 12, 2015 Work Session Meeting Minutes
- September 12, 2015 Work Session Retreat Meeting Minutes
- August 12, 2013, Work Session Meeting Minutes

Motion: That the reading of the minutes of February 22, 2016 Regular City Council Meeting, the October 26 2015 City Council Work Session Meeting Minutes, October 12, 2015 Work Session Meeting Minutes, September 12, 2015 Work Session Retreat Meeting Minutes, and August 12, 2013 Work Session Meeting Minutes, be dispensed with and the minutes approved as printed.

Motion: _____ Seconded by: _____

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

**SUMMARY MINUTES
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS
MONDAY, FEBRUARY 22, 2016; 7:00 P.M.**

1. Call to Order

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, February 22, 2016. The Meeting was called to order by Mayor Renner.

2. Pledge of Allegiance to the Flag

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

3. Remain Standing for a Moment of Silent Prayer

4. Roll Call

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

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

Alderman Absent: Scott Black

Staff Present: David Hales, City Manager, Jeffrey Jurgens, Corporation Counsel, Cherry Lawson, City Clerk and other City staff were also present.

5. Public Comment

Mayor Renner opened the meeting to receive Public Comment. The following individuals provided comments during the meeting.

Richard Veitengruber
Barbara Stuart
Gary Lambert
Alton Franklin
Anthony Grant
Nathan Bridges
Scott Garth
Patricia Marton

6. Recognition / Appointments

The following was presented:

Item 6A. Appointment of Dustin Cawley to the Historic Preservation Commission.

The following was presented:

Item 6B. Appointment of Lea Cline to the Historic Preservation Commission.

The following was presented:

Item 6C. Presentation and Update of Green Top Grocery, Melanie Shellito. (5 minutes)

The following was presented:

7. Consent Agenda

Mayor Renner asked Council whether there were any items they wished to have removed from the Consent Agenda for further discussion.

Alderman Fruin requested Item No. 7G be pulled from the Consent Agenda.

Alderman Lower requested Items No. 7H and No. 7I be pulled from the Consent Agenda.

Motion by Alderman Schmidt, seconded by Alderman Hauman, that the Consent Agenda items be approved with the exception of Items 7G, 7H and 7I.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 7A: Consideration of approving the February 8, 2016 Regular City Council Meeting Minutes.

The following was presented:

Item 7B. Consideration of approving Bills, Payroll and Electronic Transfers in the amount of \$5,142,719.26.

The following was presented:

Item 7C. Consideration of approving Appointments to the Historic Preservation Commission.

The following was presented:

Item 7D. Consideration of approval of the FY 2016 Sewer Rehabilitation Contract, City Bid No. 2016-32.

The following was presented:

Item 7E. Consideration of approving a Professional Services Contract with Maurer-Stutz, Inc. for Professional Engineering Services for the Water Department, RFQ No. 2016-27.

The following was presented:

Item 7F. Consideration of a Resolution Regarding Temporary Closing of State Right of Way for Annual Community Events.

**RESOLUTION NO. 2016 - 03
RESOLUTION APPROVING TEMPORARY CLOSING OF STATE RIGHT OF WAY
ANNUAL COMMUNITY EVENTS**

The following was presented:

Item 7G. Consideration of adopting a Resolution of Support for the Kalamaya Detention Basin Feasibility Study. *Pulled from the Consent Agenda.*

**RESOLUTION NO. 2016 - 04
A RESOLUTION OF SUPPORT AUTHORIZING A FEASIBILITY STUDY OF A
POSSIBLE KALAMAYA DETENTION BASIN BIKE PATH**

The following was presented:

Item 7H. Consideration of adoption of an ordinance for Case SP-06-15 Petition requesting approval of a Special Use Permit for Mini-Warehouses in a B-1 District, Highway Business District for the property located at 1710 RT Dunn Drive. *Pulled from the Consent Agenda.*

The following was presented:

Item 7I. Consideration of adopting a resolution supporting the 2016 Illinois Municipal League's (IML) Legislative Agenda. *Pulled from the Consent Agenda.*

**RESOLUTION NO. 2016 - 05
A RESOLUTION SUPPORTING THE 2016 ILLINOIS MUNICIPAL LEAGUE'S
LEGISLATIVE AGENDA**

The following was presented:

Item 7G. Consideration of adopting a Resolution of Support for the Kalamaya Detention Basin Feasibility Study. *Pulled from the Consent Agenda.*

**RESOLUTION NO. 2016 - 04
A RESOLUTION OF SUPPORT AUTHORIZING A FEASIBILITY STUDY OF A
POSSIBLE KALAMAYA DETENTION BASIN BIKE PATH**

Alderman Fruin believed the Resolution acceptance added another project for the Parks, Recreation and Cultural Arts Department. He suggested prioritizing budgeting for these projects.

Mr. Hales stated same would need to be added to the Parks & Recreation's Master Plan.

Motion by Alderman Fruin, seconded by Alderman Schmidt that the Council approve the Resolution, and authorize the Mayor and City Clerk to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 7H. Consideration of adoption of an ordinance for Case SP-06-15 Petition requesting approval of a Special Use Permit for Mini-Warehouses in a B-1 District, Highway Business District for the property located at 1710 RT Dunn Drive.

**ORDINANCE NO. 2016 - 07
AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR MINI-WAREHOUSES
IN THE B-1 DISTRICT FOR PROPERTY LOCATED AT: 1710 RT. DUNN DRIVE**

Alderman Lower questioned parking arrangements for trailers and trucks, Building appearance, signage on/around the building/property and mobile storage units in the lot. He cited concerns for the neighborhood.

Tom Dabareiner, Community Development Director, stated the signage complies with City code and parking was defined by striped spaces. Adding additional buildings would not be allowed. Alderman Lower questioned whether stacking mobile shipping containers would be allowed. Mr. Dabareiner stated all equipment would be inside the building other than the trucks.

Alderman Lower questioned the use of a Propane tank. Mr. Dabareiner stated that was not part of the proposal but was discussed.

Alderman Schmidt questioned the facilities location. Mr. Dabareiner stated the site was an allowed "Special Use" within a B-1 zoning district. The Zoning Board of Appeals (ZBA) reviewed same. All requirements were met. Alderman Schmidt questioned if same was acceptable according to the Comprehensive Plan. Mr. Dabareiner responded affirmatively.

Alderman Buragas had attended the ZBA meeting on January 20, 2016. She noted that a Public Hearing held by the ZBA provided opportunities for the public to voice their opinions. Letters were mailed to residents/businesses within 500 feet of the property. A sign was at the site notifying the public of potential changes. No one spoke opposed to or in favor of this.

Alderman Lower requested postponing approval. Mayor Renner stated the ZBA had followed City Code.

Alderman Hauman noted the ZBA's landscaping changes were agreed to by the Petitioner.

Motion by Alderman Buragas, seconded by Alderman Hauman, that an ordinance be adopted for Case SP-06-15 for the Special Use Permit for Mini-Warehouses in a B-1 District for the property located at 1710 RT Dunn Drive, and that the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 7I. Consideration of adopting a Resolution supporting the 2016 Illinois Municipal League's (IML) Legislative Agenda.

RESOLUTION NO. 2016 - 05

City Council Regular Meeting Minutes
February 22, 2016; 7:00 PM

A RESOLUTION SUPPORTING THE 2016 ILLINOIS MUNICIPAL LEAGUE'S LEGISLATIVE AGENDA

Alderman Lower questioned the topic "Utility Debts Collected through Property Taxes via Special Assessment" from the Illinois Municipal League (IML) Legislative Agenda for 2016. David Hales, City Manager, stated that IML had put together the legislative lobbying priorities. The Agenda was brought before the Council for approval to discuss at the March 14, 2016 City's Legislative Work Session. Alderman Lower cited concern regarding personal Citizen Property rights, due diligence and equal rights under the law. He believed same was speeding up the process faster than normal and standing in the way of distributing laws.

Motion by Alderman Schmidt, seconded by Alderman Painter, that the resolution be adopted supporting the 2016 Illinois Municipal Agenda, and authorize the Mayor and City Clerk to execute the necessary document.

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

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

Nays: None.

Motion carried.

The following was presented:

8. Regular Agenda:

Item 8A. Consideration of:

- 1. Public Hearing for Approval and Authorization to submit the Community Development Block Grant Program Year 2016-17 Application and Action Plan.**
- 2. Adopt a Resolution Authorizing the Filing of a Community Development Program Application for Program Year 42.**

RESOLUTION NO. 2016 - 06 RESOLUTION AUTHORIZING THE FILING OF A COMMUNITY DEVELOPMENT PROGRAM APPLICATION FOR PROGRAM YEAR FORTY-TWO (42) (MAY 1, 2016- APRIL 30, 2017)

Jennifer Toney, Community Development Grants Coordinator, provided a brief overview. On May 1, 2016, the Community Development Division would begin its Program Year 42 (FY 2016-2017). In the past 41 years, the City had applied for funding under the Federal Community Development Block Grant (CDBG) Program, through the Department of Housing and Urban Development (HUD). HUD required a Master Plan to be filed every five (5) years which was

supplemented each year with an Action Plan. The Draft Action Plan Executive Summary with the listed proposed activities was available for review and public comment through February 29, 2016.

Public Notices were completed: 1.) Pantagraph notice on January 24, 2016; 2.) Path-O-Gram notice on January 25, 2016, February 8, 2016 and February 22, 2016; 3.) Mailing and/or email to local Churches, neighborhood associations and social service providers; 4.) Posted at City Hall, Government Center and Bloomington Housing Authority.

A formal application process for non-housing projects was created this year. Applications were accepted between August 1, 2015 and September 30, 2015. Applications were reviewed for compliance with HUD and other Federal regulations. Letters were mailed in October 2015 for eligible and rejected funding.

HUD required the jurisdiction to pursue the following overall goals: "develop viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities principally for low/moderate-income persons." The expenditure of the CDBG funds must meet the community needs as identified in the Council and HUD approved 2015-2020 Consolidated Plan. Each community choose from a variety of eligible activities to meet the identified needs designated in the Consolidated Plan.

A draft summary of the 2016-2017 Proposed CDBG Activities as part of the Action Plan (i.e. Budget) for Fiscal Year 42, 2016-2017, was provided. The Low/Moderate Income area encompassed portions of five (5) different wards. Projects had taken place in the remaining four (4) wards due to income eligibility. Division activities impacted the City-wide community, not just specific neighborhoods.

Staff recommended that Council: 1.) Approve the attached Resolution authorizing the filing of the Community Development Block Grant Application for 2016-17; 2.) Approve the proposed budget and activities listed in the 2016-17 Action Plan.

Mayor Renner opened and closed the Public Hearing. The following members of the public provided comment:

Mike O'Donnell
Cathy Sprague
Robert Vasquez

Motion by Alderman Hauman, seconded by Alderman Buragas, that the Annual Action Plan for Program Year 42 be approved, the Resolution Authorizing the Filing of a Community Development Program Application for Program Year 42 be approved, and the Mayor and City Clerk authorized to execute the resolution.

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

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

Nays: None.

Recused: Alderman Karen Schmidt.

[8:04 PM Minutes:] Alderman Schmidt left the dais.

[8:05 PM Minutes:] Alderman Schmidt returned to the Meeting.

Motion carried.

The following was presented:

Item 8B. Consideration of approving an Intergovernmental Revenue Sharing Agreement between the County of McLean, the City of Bloomington and the Town of Normal.

Mr. Jurgens, Corporate Council, provided a brief overview. On September 21, 2015, the City Council approved an ordinance increasing, by one percent (1%), the rate of its Home Rule Retailer Occupation Tax and Home Rule Service Occupation Tax to 2.5% beginning January 1, 2016. As part of the ordinance authorizing the one percent (1%) increase, the Council directed .25% be dedicated to McLean County for purposes of mental health and public safety.

To effectuate the transfer of the .25% set forth in Ordinance No. 2015-62, representatives from the County of McLean (County), Town of Normal (Town) and City of Bloomington (City) had been working on an Intergovernmental Agreement to set forth the terms and conditions on the transfer and use of the money.

The County was required to use the shared revenues for: 1.) Debt service relating to the expansion and renovation of the McLean County Law & Justice Center Detention Facilities; 2.) County Government criminal justice services related to expanded and renovated detention facility operations for behavioral health services and 3.) Community behavioral health initiatives, services and programs consistent with the McLean County Behavioral Health Action Plan including provisions for an electronic integrated case-management system to be used by Town and City public-safety agencies.

The McLean County Behavior Health Coordinating Council, with the Town and City representatives, would be created to advise the County on its shared revenues budgeting. Both the City and Town would pay sales tax collected from the increase within 30 days of receipt. The first payment would be April 2016.

The County Special Mental Health and Public Safety Fund account maintains the shared revenues. The County would provide a financial report to the City upon request and annually. The Intergovernmental Agreement term was twenty (20) years.

If there was a law change that materially impacted the City's ability to collect the home-rule sales tax, or a material decrease in the County's need for the sales tax sharing, the agreement was to be renegotiated. If the City lowers the home-rule sales tax to 1.5% or less, the City was

obligated to negotiate, a new agreement which would assist the County in paying its related bond obligations.

The County approved the Intergovernmental Agreement on February 16, 2016, and the Town would consider same on March 12, 2016.

Alderman Mwilambwe questioned the process if an entity did not spend all funding received. Mr. Jurgens stated there is no provision for the funding to be returned to the City. Alderman Mwilambwe questioned future state if conditions improved for Mental Health. Mr. Jurgens stated renegotiations could take place.

Alderman Hauman inquired about the City's representative for the Behavioral Health Coordinating Council. Mr. Jurgens stated an appointment would be made.

Motion by Alderman Schmidt, seconded by Alderman Painter that the Intergovernmental Revenue Sharing Agreement be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 8C. Consideration of adopting three ordinances to establish the proposed Empire Street Corridor Redevelopment Project Area (TIF District).

ORDINANCE NO. 2016 - 08

AN ORDINANCE OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, APPROVING THE TIF REDEVELOPMENT PLAN FOR THE EMPIRE STREET CORRIDOR REDEVELOPMENT PROJECT AREA

ORDINANCE NO. 2016 - 09

AN ORDINANCE OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, DESIGNATING THE PROPOSED EMPIRE STREET CORRIDOR REDEVELOPMENT PROJECT AREA, A REDEVELOPMENT PROJECT AREA PURSUANT TO THE TAX INCREMENT ALLOCATION REDEVELOPMENT ACT

ORDINANCE NO. 2016 - 10

**AN ORDINANCE OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY,
ILLINOIS, ADOPTING TAX INCREMENT ALLOCATION FINANCING FOR THE
EMPIRE STREET CORRIDOR REDEVELOPMENT PROJECT AREA**

Austin Grammer, Economic Development Coordinator, provided a brief overview. The City hired Tax Increment Finance (TIF) consultant, Peckham Guyton Albers & Viets (PGAV), to conduct the required eligibility study and draft the "Empire Street Corridor Redevelopment Project Area Tax Increment Financing Redevelopment Plan" ("the Redevelopment Plan"). Upon determination that eligibility requirements were met for a TIF District, the process was started to formally approve and establish the TIF District.

Per the Tax Increment Allocation Redevelopment Act, Illinois Compiled Statutes, Chapter 65, Section 5/11-74.4-1 et. seq. ("the TIF Act"), as amended, the following required procedural steps have been completed: 1.) An Ordinance (2015-57) proposing the establishment of a TIF District was approved on August 24, 2015; 2.) A Joint Review Board (JRB) was convened on January 6, 2016 to consider the Redevelopment Plan. The JRB voted unanimously to support the Redevelopment Plan and recommended proceeding with establishment of the proposed TIF District; 3.) A Public Hearing, to consider the Redevelopment Plan, was convened and closed on February 8, 2016 and 4.) The required waiting period of no less than fourteen (14) days and no longer than ninety (90) days after the Public Hearing to approve the TIF District had been observed.

Alderman Buragas questioned the impact on District 87. Mr. Grammer stated District 87 High School and Junior High campuses would benefit from surplus funds. The Council could partner with District 87 to fund eligible redevelopment project expenses.

Alderman Lower expressed concern with neighboring areas not receiving redevelopment. He cited Eastland Mall. He believed TIF's did not succeed unless the economy was doing well. David Hales, City Manager, stated a National Shopping Center owner/developer wanted to make an investment in Colonial Plaza and was ready with financing. A Lease Agreement with DICK'S Sporting Goods, Inc. had been executed. He stated discussion had taken place with Eastland Mall representatives. The City could partner with them with reinvestment opportunities.

Mayor Renner stated conversations at Mayoral Conferences emphasize the need to reinvest in vacant areas to prevent increase of crime; loss of jobs, investments and property taxes.

Motion by Alderman Buragas, seconded by Alderman Painter, (1) that the ordinance approving the TIF Redevelopment Plan for the Empire Street Corridor Redevelopment Project Area be approved and authorize the Mayor and City Clerk to execute the necessary documents. (2) That the ordinance designating the proposed Empire Street Corridor Redevelopment Project Area, a Redevelopment Project Area pursuant to the Tax Increment Allocation Redevelopment Act be approved and authorize the Mayor and City Clerk to execute the necessary documents. (3) That the ordinance adopting Tax Increment Allocation Financing for the Empire Street Corridor Redevelopment Project Area be approved and authorize the Mayor and City Clerk to execute the necessary documents.

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

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

Nays: Alderman Lower.

Motion carried.

The following was presented:

Item 8D. Consideration of an ordinance approving an Economic Incentive Agreement to support the retention and expansion of The Kroger Co. in the City of Bloomington.

**ORDINANCE NO. 2016 - 11
ORDINANCE APPROVING AN ECONOMIC INCENTIVE AGREEMENT BETWEEN
THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS AND KROGER
LIMITED PARTNERSHIP I**

Austin Grammer, Economic Development Coordinator provided a brief overview. Kroger Limited Partnership I (Kroger) had a ninety (90) year history in Bloomington-Normal. Same was the area's oldest continuously operating grocer. Kroger operated three (3) stores with a combined annual payroll over \$5.2 million employing over 300 area residents. Kroger's stores rank high on the list of McLean County's top grossing retailers.

Kroger was unable to enlarge its existing store at 1550 E. College Ave. in the Town of Normal. The undeveloped parcel at the southwest corner of Hershey Rd. and College Ave. was determined by Kroger to be an optimal location for the new store. Kroger informed City staff that the site's challenges had been quantified and calculated as follows: 1.) Approximately three (3) acres of additional property would need to be acquired by the developer to align the proposed private drive with the signalized intersection on College Ave.; 2.) An eastbound deceleration lane/right turn lane on College Ave. would need to be constructed to provide safe access to the site for eastbound traffic; 3.) Modifications to the existing signalized intersection were required to tie the development into the existing traffic signal system and 4.) A small wetland on the site would need to be mitigated before construction can commence.

Kroger proposed the construction of a 128,000 square foot Kroger Marketplace and fuel center on the site, a total investment of \$25.7 million. The Economic Incentive Agreement would rebate one third (1/3) of a sales tax rate equal to one percent (1%) sales tax over ten (10) years up to \$2.57 million (10% of the total investment) to offset development costs.

Kroger intended to partner with Connect Transit by installing bus shelters on College Ave. and Hershey Rd. and incorporating sidewalks throughout the development.

Staff was supportive of Kroger's requested incentive and recommended that the Council approve the proposed Economic Incentive Agreement to support the retention and expansion. Kroger had indicated that construction of the new Marketplace store would start as early as the spring/summer of 2016 and the new store would open by the summer/fall of 2017.

Alderman Lower expressed concern for plans with the current Kroger store on Oakland Ave. Mr. Grammer stated Kroger had no plans of vacating same.

Alderman Hauman questioned whether the materials and services to complete the project would be locally purchased or acquired. Brianna Cotman, Kroger Partnership I representative, stated bids would be taken.

Alderman Schmidt questioned if using local labor was encouraged within the agreements. Mr. Grammer agreements were reviewed by Corporation Counsel. Alderman Schmidt commended Kroger for incorporating sidewalks and bus shelters.

Alderman Buragas noted that this would be the first Kroger Marketplace in the State of Illinois and the City was chosen for same. She believed that companies don't recognize the dividing line between the Town and City which was a benefit for all. She commended Kroger for putting much thought into traffic and pedestrian safety.

Alderman Painter stated she was looking forward to the new Marketplace.

Motion by Alderman Painter, seconded by Alderman Hauman, that the ordinance for the proposed Economic Incentive Agreement between the City of Bloomington and Kroger Limited Partnership I be approved, and authorize the Mayor and City Clerk to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 8E. Presentation of the City Manager's Proposed FY 17 Annual and Capital Operating Budget.

Mayor Renner stated the Fiscal Year 2017 Drafted Budget was located on the City's website. Fiscal Year (FY) 2016 ends April 30, 2016. There would be opportunity for Public input at the Mayor's Open Houses or correspondence with Council.

David Hales, City Manager, stated the Budget Workshop would be held on March 12, 2016. Formal Budget Hearing would be held on March 28, 2016. The Budget FY 17 adoption was tentatively set for April 11, 2016.

The overall City financial condition was very strong. The adoption of the one percent (1%) sales tax had allowed a positive budget. The General Fund balance was close to fifteen percent (15%), allowing cash to be paid for Capital equipment purchases. He highlighted the five (5) Council priorities set last year: 1.) Economic Development; 2.) Infrastructure; 3.) Financial Planning; 4.) Reduced Emergency Response Times and 5.) Downtown Implementation Plan. The Budget and Five (5) Year Capital Improvement Program (CIP) would continue to reflect these priorities.

The Home Rules (HR) Sales Tax increase demonstrated the City's commitment to partners and collaborate with other governmental entities. The partnership with Connect Transit would continue to match a pro-rata contribution by the Town of Normal to expand service in the Bloomington/Normal area. He stated funding was requested for B-N Advantage (Advantage). Funding would be set aside for Advantage recommendations/ideas for the City to be competitive and pro-active in retaining, expanding and attracting business. Mr. Hales stated the budget for street resurfacing would double. Priority-based Budgeting initiative was proposed. Each Director would be asked to prioritize the programs they were accountable for in their areas of responsibility along with the current service level. This would validate budget allocated for these programs.

The first (1st) Five (5) Year CIP would be introduced in sixty (60) days. A bond in the amount of \$20 to \$30 million would be part of same. This would allow a large street resurfacing project to begin spring of 2017. Nine (9) months of preparation and coordination would be needed prior to actual work. The second (2nd) CIP project would be Storm Water and Sanitary Sewer. Inflow and infiltration problems were affecting the Sanitary Sewer system. Illinois Environmental Protection Agency (IEPA) was aware of the problem. One hundred (100) miles of approximately one hundred (100) year old sanitary sewer lines in the older part of the City required updating. The five (5) Year CIP could rise to \$50 to \$80 million. Fifty percent (50%) of the outstanding General Obligation (GO) Debt would be paid in ten (10) years.

Patti-Lynn Silva, Finance Director, reviewed the FY 2017 Proposed Budget. The General Fund was 51% of the Budget. Water and General were 62% of the budget. Expenditures were changing by \$20.5 million or eleven percent (11%) from FY 2016. The initiatives built into the budget: 1.) Capital Improvements (Streets, Sidewalks, Facilities, Sewer, Storm and Water Infrastructure); 2.) Capital Equipment & Vehicles (Fire Engines, Police Cars, Mowers, Network Infrastructure); 3.) Funding for the Community (McLean County Mental health, Connect Transit, McLean County History Museum, B-N Advantage); 4.) City Initiatives (Codification of City Code, Zoning Ordinance, Body Worn Cameras, Downtown Parking Evaluation, Operations Facility Evaluation). The change in General Fund expenditures was \$10.2 million or a ten percent (10%) increase. Capital included \$4.8 million for street resurfacing. Payments to other Agencies included \$2.4 million to McLean County Mental Health, \$610,000 to Connect Transit and \$390,000 for B-N Advantage.

Projections for the \$7.4 million deficit were made one (1) year ago. Deficit resolution before the HR Sales Tax showed a \$1,098,159 remaining deficit. Ms. Sylva reviewed the allocation of the one percent (1%) HR Sales Tax or \$9.7 million: 1.) \$2.4 million to Mental Health; 2.) \$2.4 million to Streets Infrastructure; 3.) \$1 million to Connect Transit and B-N Advantage; 4.) \$1.08 million to Capital Improvements; 5.) \$580,000 to Capital Equipment; 6.) \$786,000 to General Fund Operations and 7.) \$1.4 million Contributed to Fund Balance.

She further noted a three (3) year projection had a balanced Budget. The Water Fund had an estimated \$200 million in capital improvement requirements. Master planning was included in the FY 2017 budget. The Sewer Fund had \$90 million and the Storm Water Fund had \$44 million in capital needs as outlined in the Adopted Master Plan. The Sewer and Storm Water rate study would provide funding strategies to address same. The Solid Waste Fund's capital needs were limited to equipment, vehicles and refuse carts.

Alderman Lower questioned the growth of the economy with the added 1% tax. Mr. Hales stated of the two (2) sales taxes, the state one percent (1%) and the HR one percent (1%), one is four percent (4%) and the other is 2.5% above last year.

The following was presented:

City Manager's Discussion

David Hales, City Manager, had no comments.

Mayor Discussion

Mayor Renner stated a few members of Council were going to Washington D.C. for the One Voice trip next week.

City Alderman's Discussion

Alderman Schmidt stated Connect Transit was open to discussions on route stops.

Adjournment

Motion made by Alderman Hauman, seconded by Alderman Schmidt, to adjourn the meeting at 9:24 p.m.

Motion carried (viva voce).

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

**SUMMARY MINUTES OF THE
WORK SESSION CITY COUNCIL MEETING
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS
MONDAY, OCTOBER 26, 2015; 5:00 P.M.**

The Council convened in regular Session in the Council Chambers, City Hall Building, at 5:00 p.m., Monday, October 26, 2015.

1. CALL TO ORDER

The Meeting was called to order by Mayor Renner who directed the City Clerk to call the roll and the following members answered present:

2. ROLL CALL

Aldermen: Kevin Lower, David Sage, Diana Hauman, Joni Painter, Mboka Mwilambwe, Karen Schmidt, Jim Fruin, Amelia Buragas (5:06 PM), Scott Black (5:06 PM), and Mayor Tari Renner.

Staff: City Manager David Hales, City Clerk Cherry L. Lawson and Finance Director Patti-Lynn Silva, Jeffrey Jurgens, Corporate Counsel, Steve Rasmussen, Assistant City Manager, Scott Sprouls, Director of Information Services, Nora Dukowitz, Communication Manager, Georgia Bouda, Library Director, Austin Grammer, Economic Development Coordinator, Nicole Albertson, Human Resources Director, Jim Karch, Director of Public Works, Erin Bethy, A.J. Gallagher (on phone); Todd Schroder, Lauderbach & Amen, LLP

3. PUBLIC COMMENT

No one spoke during Public Comment.

4. DISCUSSION TOPIC

a. Employee Health Insurance Updates (Nicole Albertson, Human Resource Director, Presentation 10 minutes, Council discussion 20 minutes)

Erin Bethy from A.J Gallagher addressed via telephone. Their company was hired by the City of Bloomington in September 2014. The accomplishments included an outlook tool, a Forecast and Reserve Estimate (which is a reported, but not calculated estimate) to be able to project the budget, adding prescription drugs coverage to the rates, reducing the dental rates to the employees by striking a commission to a previous broker that was not disclosed, and employee access to benefit information online. Accomplishments for 2015 included: offered a solution to retirees to save the City money and have not heard any complaints and an Employee and Wellness Committee, which can adapt programs as employee need rises.

For 2016, they recommend a Dependent Eligibility Audit that looks to see that the right people are on the plan that should be on the plan. This should happen in March 2016 and should not cost the City anything. It could potentially save the City 6% to 7% in costs.

Voluntary benefits can also assist with a high deductible gap. They will also be doing a Market Scan and Disruption Analysis to see which doctors are in the network and how people might be affected.

For 2017 and 2018, there may be a few changes, including a Compensation Assessment, prescription drug marketing, and possible other plan changes.

Ms. Albertson noted that Laurie Wollrab, Compensations and Benefits Manager was working to improve rates on stop loss for PPO plan. Ms. Albertson suggested that she or Ms. Bethy work on figures regarding the percentage of the City's increase to healthcare costs, and what percentage of the employee's salary that is.

b. Presentation and discussion regarding the Proposed 2015 Library Estimated Tax Levy (Georgia Bouda, Library Director, Presentation 5 minutes, Council discussion 10 minutes)

Board President Carol Koos, and the Chairman of the Budget and Personnel Committee, Robert Porter were also present. The levy would be for over \$4 million, which represents about 86% of the library's total budget. Ms. Bouda noted that when the economic went bad, a lot more people went to the library, and they expect the use to lessen as the economy is better. The library went from 600,000 to 1.5 million in circulation.

c. Presentation and discussion regarding the Proposed 2015 Estimated Tax Levy (Patti-Lynn Silva, Finance Director, Presentation 5 minutes, Council discussion 10 minutes)

Ms. Silva referred to the Council packet for a brief history of the tax levy. Our property tax values have gone up. She noted that we have not raised the levy significantly since 2010 and in 2012, we actually lowered it. In 2013, we raised it over \$30,000 for library salary increases. The 2014 levy was increased for pensions, but it had a neutral effect on the taxpayer.

The levy is set up flat right now. If we asked for the same amount that we did last year, people would actually see a decrease. Ms. Silva noted that if we could get revenue in without impact to the taxpayer by getting a grant that would be a win-win. It is possible that the tax levy would be frozen for the next couple of years and then it would go to referendum.

Mr. Hales stated that as much as we do not want to raise the tax levy, new growth brings its' own fiscal impact. This is just something to think about. As we go on, we need to identify what those new growth dollars are.

He noted that on November 9, there would be resolution to approve and take a vote on an estimated property tax for 2016. We will bring back this tax levy as presented. At a meeting in December is when the Council would need to adopt a tax levy for 2016. This is a major source of revenue in our General Fund.

d. Police and Fire Pension Fund Contribution for FY 2016 (Patti-Lynn Silva, Finance Director, Todd Schroeder, Actuary, Lauderbach & Amen, LLP, Presentation 10 minutes, Council Discussion 15 minutes).

Mr. Schroeder referred to the Actuarial Report and spoke about information gathering (using actual data from the State of Illinois), benefit cost and when the benefits are going to be paid and how those benefits are paid. He also compared the Statutory Contribution and City Recommended Contributions for Bloomington Fire and Police. The aim is to get the contributions to 100% in thirty (30) years.

He referred to the April 30, 2015 Results and mentioned that they expect a 4% to 5% increase per year on average as total payroll increases over the longtime. When we hire a new employee, we expect that to increase as their salary increases.

Right now, we are at 25 years to pay down unfunded liability. The amounts are going to increase, slowly decrease, and then continue to decrease. Ms. Silva noted that the City would be saving \$90 million over the life of the plan and that should the City should be very proud.

Mr. Hales requested clarification on policy contributions: Where is that money and when do we get to a point where we ramp up our contributions going forward? Ms. Silva stated that we were ahead right now, but at 2019/2020, we are up again. We have earmarked reserve set aside and can figure out how to fund it moving forward.

Mr. Hales requested clarification on the Governmental Accounting Standards Board (GASB) new rules. Mr. Schroeder discussed that GASB is a nationwide body regulates how to report your pensions on your financial statements, so that all states are reported the same. Mr. Schroeder briefly discussed the new rules. Some of the rules are applied this year, sometimes next year. Mr. Hales noted that we would not have to come up with new money for the next few years.

Mr. Schroeder stated that he has met with both the Police and Fire Pension Boards. There were no major concerns that they brought up.

5. ADJOURNMENT

Mayor Renner asked for a motion to adjourn the meeting.

Motion by Alderman Hauman, seconded by Alderman Schmidt, that the meeting be adjourned. Time: 6:12 p.m.

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

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

Nays: None.

Motion carried.

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

**SUMMARY MINUTES OF THE
WORK SESSION CITY COUNCIL MEETING
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS
MONDAY, OCTOBER 12, 2015; 5:45 P.M.**

The Council convened in Work Session in the Council Chambers, City Hall Building, at 5:45 p.m., Monday, October 12, 2015.

1. CALL TO ORDER

The Meeting was called to order by Mayor Renner who directed the City Clerk to call the roll and the following members answered present:

2. ROLL CALL

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

Staff: City Manager David Hales, City Clerk Cherry L. Lawson and Finance Director Patti-Lynn Silva, Jeffrey Jurgens, Corporate Counsel, Steve Rasmussen, Assistant City Manager, Scott Sprouls, Information Technology Services Director, Nora Dukowitz, Communication Manager, Georgia Bouda, Library Director, Austin Grammer, Economic Development Coordinator

3. PUBLIC COMMENT

No one spoke during Public Comment.

4. DISCUSSION TOPIC

a. Fiscal Year 2015 First Quarter Financial Update

Finance Director Patti-Lynn Silva noted that she was pleased so far with the quarter. She referred to the Executive Summary to the General Fund. Revenues are 30% ahead and the revenues are 25% spent. We received a large payment for income tax in May. These trends are good indicators at this snapshot in time.

Mr. Hales noted that this time last year, we were behind in revenue. We have not factored in the closing of Mitsubishi Motors, as well as the State's contribution into our 12 year plan yet. We have several capital projects that are currently on hold due to lack of manpower and are having conversations with project managers to see what we can do to move these projects along. We will report on that in the future.

b. Bloomington Task Force Report of Council Priorities

Alderdwoman Schmidt gave a brief summary of the background—to have an engaged conversation about the budget cuts independently with a few members of the City Council. Alderman Black suggested that the goal be to finish by the end of next fiscal year. Alderman Lower maintained that prioritization was the key with not just the Downtown area, but all of Bloomington.

Alderdwoman Schmidt discussed the additional need for a regular and open process. Alderman Fruin appreciated the teamwork, and believed that the Council needed to “take stuff” off of their plates, including items that may not need Council direction.

Mr. Hales noted that the most critical issue is solid waste. We have made progress on efficiencies, but the deficit continues to grow. This could have immediate impact in helping us balance the budget.

c. November Retreat Discussion

Mayor Renner addressed the Council to ask for specifics of scheduling the retreat. Alderdwoman Hauman volunteered to organize the retreat. Alderman Lower requested clear cut goals and expectations as well as the thought that they may not need an outside person to facilitate. Mayor Renner agreed. Mr. Hales noted that time was of the essence as Lynn Montei has those dates reserved right now. Mayor Renner suggested that Alderdwoman Hauman get some ideas to Council and the Council can meet informally on the details.

d. Solid Waste Efficiencies Report

Steve Rasmussen, Assistant City Manager noted that they reduced personnel in the Solid Waste Department without laying anybody people off. He thanked Patti-Lynn Silva and Nicole Albertson for their assistance. He presented a presentation regarding the Solid Waste Efficiencies Report and discussed Solid Waste Efficiency/Savings Ideas.

There is still a deficit. The Budget Task Force suggested charging for every bucket of bulk at the curb, charging extra for large loads, and making the drop-off center free.

Another suggestion from the Budget Task Force was to increase the amount of the cart. The conclusion was that a small increase would not close this deficit, but it does help a bit. If Solid Waste were to charge a flat rate, it would cover the deficit and they would still be able to offer the \$16 charge for low-income citizens. The expense is in the manpower, and not in the cart.

If Solid Waste were to simply use the General Fund, there would still be a deficit and there would need to be cuts elsewhere in the budget, as well as revenue enhancement. Mr. Rasmussen noted that from the Department cuts mentioned earlier, they were able to reduce the budget by 20%. The earlier figure that he gave to the Budget Task Force included a subsidy from the General Fund. The deficit, without that subsidy, is \$2.7 million.

Mr. Rasmussen suggested that there be a separate ordinance for house clean-out for landlords as the garbage on the side of the road can look unseemly in the neighborhoods. Mayor Renner agreed with the possible ordinance and suggested that Council take the direction on that.

Mr. Hales noted that the staff would be willing to provide the Council with any information needed. We just need majority direction. If we do not hear anything back from the Council, then we can go from what the Budget Task Force recommended. Mayor Renner agreed that that would be a great starting point.

5. ADJOURNMENT

Mayor Renner asked for a motion to adjourn the meeting.

Motion by Alderman Black, seconded by Alderman Hauman, that the meeting be adjourned. Time: 6:54 p.m.

The Mayor directed the clerk to call the roll which resulted in the following:

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

Nays: None.

Motion carried.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

**SUMMARY MINUTES OF THE
WORK SESSION CITY COUNCIL RETREAT MEETING
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS
SATURDAY, SEPTEMBER 12, 2015; 12:30 P.M.**

The Council convened in Work Session at the Den At Fox Creek Golf Course, located at 3002 Fox Creek Road; Bloomington at 12:30 p.m., Saturday, September 12, 2015.

CALL TO ORDER

The Meeting was called to order by Mayor Renner who directed the City Clerk to call the roll and the following members answered present:

ROLL CALL

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

Staff: City Manager David Hales, City Clerk Cherry L. Lawson, Jeffrey Jurgens, Corporate Counsel, Steve Rasmussen, Assistant City Manager, Austin Grammer, Economic Development Coordinator, Brenden Heffner, Police Chief, Jim Karch, Public Works Director, Nicole Albertson, Human Resource Director, and Brian Mohr, Fire Chief.

PUBLIC COMMENT

Mayor Renner opened the meeting to receive public comment.

Bruce Meeks

DISCUSSION TOPIC

Retreat Activities: General discussion and communication exercises with City Council on City matters, including presentation of goals and priorities report, seven point framework report, general discussions on City priorities and goals, discussions on implementation of goals, and future action items and retreats.

Ms. Montei, provided an overview of the Teams that would be making a presentation and stated there will be a Seven Point Framework Report that will be discussed following the presentations. She introduced the Goals/Priorities Team.

Team members: Aldermen David Sage, Kevin Lower, and Scott Black. The Team had a handful of Desired Outcomes, bring forward goals and priorities, right side expectations and resources,

create a culture in Council is present, discuss, adopt and commit to those goals that Council will work toward in FY17 as well as celebrate at year end. Alderman Sage stated, it is best that Council stop and reflect on its work over the course of the last year.

Goals and Priorities Team Report and Recommendations:

Team Intentions and Desired Outcomes

- Bring Clarity to high-level goals and priorities
- Right-size expectations and resources
- Create a culture in which we are present, discuss, adopt and commit to those things we will work on in FY 2017, and celebrate at year end.
- Consistently use the priorities list as the point of reference.

Principles for Goal & Priority Setting

- Be strategic, comprehensive, focus on the integrated big picture. Our commitment is to the well-being of the whole.
- Be grounded in fiscal reality.
- Address the balance of revenues and needs from a multi-year perspective.
- Bring both objective and subjective criteria to policy deliberations.
- Diverse opinion and disagreement is healthy unless it leads to paralysis, either analysis paralysis or avoidance /indecisiveness.
- Be accountable to each other; if there is something objectionable in a proposal, identify it and be part of a solution.
- Be intentional about public engagement. Create legitimate opportunities for public information, inquiry and discourse, diverse in form and accessibility.
- Achieve our goals through partnership and collaboration, with both external partners and colleagues and within the organization.
- Only a majority of elected officials can authorize expenditure of staff or other resources on new, un-adopted initiatives, and it is up to elected officials to garner the needed support.

Review and discuss in small groups the Principles for Goal and Priority Setting outlined on the previous slides, and return to the full group with feedback, additional ideas and recommendations.

Establishing goals and priorities will help the Council navigate several major impending decisions:

- \$7M general fund operating deficit must be addressed by some combination of expenditure cuts, new revenues or increases and eliminating enterprise fund subsidies.
- Major, critical infrastructure needs funding plan through declining bonded indebtedness and/or new revenue.
- Strategic economic development choices that position the City for an improved revenue picture both downtown and throughout the City

Seven High-Level Goals Background

Six high-level goals were selected last November, with the 7th labeled as “a given.” The Team restored *Financially Sound, Accountable Government* to the list of Goals because we came to

realize that this Goal undergirds all decisions, is where the Council spends the majority of its time, and is essential to being a decisive, high-functioning Council. In addition, we note that many priority choices we may consider are found within this category.

Seven High-Level Goals

1. Accountable, fiscally sound government
2. Safety and security
3. Enduring, sound infrastructure
4. Vibrant local economy
5. Revitalized, thriving downtown
6. Healthy, livable neighborhoods
7. Distinctively Bloomington

Development of Priorities

We would be remiss not to mention at this point the newly adopted City of Bloomington Comprehensive Plan, a well-considered 20-year plan that offers many important recommendations. A deliberate approach to identifying what recommendations the City is ready to implement is advisable and should begin. However, that process should not delay identification of currently known and urgently felt priorities that the Council must make part of its deliberations as it poises itself for the major impending decisions identified earlier.

- Data was generated at the November 2013 and 2014 Retreats as an initial step to a prioritization process. The prioritization work was not completed for a variety of reasons.
- The Goals and Priorities Team resurrected and reviewed the data and made what they believe to be important additions, and Department Directors added a few others to bring the data set up-to-date. The Seven Point Framework document catalogues the options, indicating the source of each. There may well be others Council members wish to add.

Alderman Black stated that the Committee of the Whole meetings were confusing to the team in relation to the other meetings of the Council.

Ms. Montei stated, Council and Administration would need to look at its meeting design and have some conversations about its structure. She further commented on goals and efforts that the City could begin to address: Collaboration inter-governmentally, internally collaborating financially, the fiscal burden should not fall on the City it should be shared, and need to revisit whether it would be effective.

The Seven Point Framework for Selection of Priorities was reviewed.

1. Financially sound, accountable, service-oriented government.
2. Safety and Security
3. Enduring, sound infrastructure
4. Vibrant local economy

5. Revitalized, thriving downtown
6. Healthy, livable neighborhoods
7. Distinctively Bloomington

Ms. Montei facilitated the conversation as Council reviewed and discussed the merits of each of the priorities listed on the Framework.

Mayor Renner asked for a motion to recess for a break.

[2:20 PM Minutes]

Motioned by Alderman Schmidt, seconded by Alderman Hauman to recess for a 10 minute break.

Motion carried (Viva voce).

[2:30 PM Minutes] Meeting reconvene.

Ms. Montei directed Council in completing a prioritization process of tasks that the Council would like to have addressed. That on a high level each Council member nominated (by placing a color dot) on the item that they believed was most important to bring forward as an actionable goal.

1. More vibrant aggressive economic development program (4a)
2. Library and IT forward (7a)
3. Elevate safety and security (2e)
4. Master Plan CIP (3a)
5. Develop and Implement overall (1h)
6. More vibrant aggressive economic development program (4a)
7. Quality life investments
8. Prioritize/creation Downtown Plan (6i)
9. Transportation Planning (7d)
10. Reduce emergency response (2c)
11. Regional efforts (1n)
12. More diversified economy (4e)
13. Long range water planning (3a-2)
14. Active code enforcement (5e)
15. Long term financial planning (1f)
16. Reduce taxes to increase private (4d)
17. Increase public/private partnerships (4h)
18. Customer service – responsiveness – citizens (1l)
19. Ease of building code One Stop Shopping (1m)
20. Staff work life balance (1p)
21. Prioritize and create implementation Park/Recreation Master Plan (7f)

[3:27 PM Minutes:] Aldermen Jim Fruin and David Sage departed the meeting.

Council discussed the next steps in this process in terms of how to move the process forward, as well as the following areas: Cost analysis to be presented during the November Retreat Meeting; Evaluate whether item on the list would cost more of staff time; and other general analysis for Council to review at the November Retreat.

Ms. Montei provided a conclusion statement and thanked Council for its expression of achievement. She thanked the staff and community for coming out to support the Council in its efforts.

Mayor and Council thanked Ms. Montei, City staff, and the community members for coming out to attend the meeting session.

ADJOURNMENT

Mayor Renner asked for a motion to adjourn the meeting.

Motion by Alderman Black, seconded by Alderman Lower to adjourn the meeting.

Motion carried: (Viva Voce).

Meeting Adjourned: 4:05 PM

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

**SUMMARY MINUTES OF THE
WORK SESSION CITY COUNCIL MEETING
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS
MONDAY, AUGUST 12, 2013; 5:42 p.m.**

The Council convened in regular Session in City Hall Building, City Council Chambers, 109 E. Olive Street; Bloomington, at 5:42 p.m., Monday, August 12, 2013.

1. CALL TO ORDER

The Meeting was called to order by the Mayor who directed the City Clerk to call the roll and the following members answered present:

2. ROLL CALL

Aldermen: David Sage, Mboka Mwilambwe, Judy Stearns, Karen Schmidt, Jennifer McDade, Scott Black, Robert Fazzini, Kevin Lower, Jim Fruin and Mayor Tari Renner.

Staff: David Hales, City Manager, David Hales, Tracey Covert, City Clerk and Alex McElroy, Assistant to the City Manager.

3. Draft Downtown Nightlife Project Report (DNPR)

David Hales, City Manager introduced DNPR. He noted highlights and staff involvement.

Alex McElroy, Assistant to the City Manager, addressed the Council. He noted the following downtown concerns: fights, damage to property, underage drinking, pedestrian safety, public urination and overcrowded tavern.

Mr. McElroy questioned the downtown vision. He recommended Council establish a policy for same. Staff had developed four (4) areas of analysis with thirteen (13) actionable items.

The Police Department provided downtown staffing in the areas of public safety including license and code enforcement. Staff suggested a hire back program to cover overtime expenditures. Criminal damage to property was four percent (4%), the majority occurred between 11:00 p.m. and 7:00 a.m. Mr. McElroy noted the most commonly occurring incidents from November 2012 to May 2013. These were fights, illegal consumption of alcohol by a minor, resisting or obstructing arrest and crowd control.

Police Officers and Supervisors recommended the following to assist with same: increase the number of officers at times; assigned an officer to attend the Liquor Commission and the Downtown Bar Association meetings; set clear expectations with tavern owners; continue tavern sweeps and compliance checks; require BASSETT (Beverage Alcohol Sellers and Servers Education); and hold tavern owners accountable. The establishment of an Alcohol Compliance

Unit was recommended. The total policing costs were approximately \$178,000. Mr. McElroy questioned raising liquor license fees to cover same. He noted that the City received two percent (2%) from liquor sales and property taxes.

Alderman Lower arrived at 5:53 p.m.

Chapter 6, Alcoholic Beverages, established license classifications and liquor violation fines. Mr. McElroy noted that fines range from \$250 to \$3,500 for each violation. Planning and Code Enforcement staff visited the downtown to review occupant loads. It was noted that 138 occupant decreases could be accomplished with set capacities. It was suggested that occupant loads be contingent upon previous Ordinance Violations. Mr. McElroy stated that there were thirty (30) downtown establishments with liquor licenses. Fourteen (14) establishments had conditions placed upon them by the Liquor Commission. There was a perception that some restaurants operated as taverns in the late evening hours. Staff recommended conducting an annual audit to ensure license holder satisfy the appropriate requirements for alcohol sales.

In 2006 Taxi Cab owners informed staff that “party buses” were transporting individuals from the Town of Normal to the city’s downtown area on Thursday, Friday, and Saturday nights. Chapter 40, Taxicabs, was amended to include vehicle for hire (party buses) regulations. The establishment of same assisted in discovering renegade vehicles. Staff continues to work on establishing vehicle for hire Hub locations. Mr. McElroy noted that the fee assessment for vehicle for hire should be equitable and reflective of staff time and resources.

In 2008, the Police Department received a grant from State Farm. \$81,000 from same was utilized for the design, testing and implementation of a downtown corridor wireless public safety camera network. The cameras were placed at the 300 through 600 block of N. Main St. Staff recommended continued camera network expansion.

Mr. McElroy requested Council recommendations.

4. ADJOURNMENT

Adjourn 6:47 p.m.

Tari Renner, Mayor

Cherry L. Lawson, City Clerk
for Tracey Covert, former City Clerk

 CITY OF
Bloomington **ILLINOIS**
CONSENT AGENDA ITEM: 7B

FOR COUNCIL: March 14, 2016

SUBJECT: Consideration of approving Bills, Payroll and Electronic Transfers in the amount of \$8,961,580.56.

RECOMMENDATION/MOTION: That the bills, payroll and electronic transfers be allowed in the amount of \$8,961,580.56, and orders drawn on the Treasurer for the various amounts as funds are available.

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

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

FINANCIAL IMPACT: Total disbursements to be approved \$8,961,580.56 (Payroll total \$4,155,155.29, Electronic Transfers total \$1,239,120.52, Accounts Payable total \$3,567,304.75).

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Accounts Payable

Reviewed by: Jon C. Johnson, Procurement Manager

Recommended by:



David A. Hales
City Manager

Attachment:

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

Motion: That the bills, payroll and electronic transfers be allowed in the amount of \$8,961,580.56, and orders drawn on the Treasurer for the various amounts as funds are available.

Motion: _____ Seconded by: _____

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

CITY OF BLOOMINGTON FINANCE REPORT					
Council of March 14, 2016					
<u>PAYROLL</u>					
Date	Gross Pay	Employer Contribution	Totals		
2/18/2016	\$ 1,267,901.88	\$ 349,926.82	\$ 1,617,828.70		
2/19/2016	\$ 211,129.01	\$ 74,954.50	\$ 286,083.51		
2/26/2016	\$ 213,224.41	\$ 76,049.14	\$ 289,273.55		
3/3/2016	\$ 1,260,064.82	\$ 347,361.75	\$ 1,607,426.57		
3/4/2016	\$ 209,690.62	\$ 75,240.45	\$ 284,931.07		
2/18/2016 - 3/3/2016	\$ 67,674.59	\$ 1,937.30	\$ 69,611.89		
Off Cycle Adjustments			\$ -		
		PAYROLL GRAND TOTAL	\$ 4,155,155.29		
<u>ACCOUNTS PAYABLE</u>					
Date	Bank	Total		<u>PCARD</u>	
3/14/2016	AP General	\$ 2,669,110.07			
	AP BCPA	\$ -		PCARD GRAND TOTAL	
3/14/2016	AP Comm Devel	\$ 13,255.00			
3/14/2016	AP IHDA				
3/14/2016	AP Library	\$ 78,968.09		<u>WIRES</u>	
	AP MFT			Date	Total
2/24/2016 - 3/3/2016	Off Cycle Check Runs	\$ 805,971.59		11/30/2015 - 2/29/2016	\$ 1,239,120.52
	AP GRAND TOTAL	\$ 3,567,304.75		WIRE GRAND TOTAL	\$ 1,239,120.52
		TOTAL			\$ 8,961,580.56
			Respectfully,		
				Patti-Lynn Silva	
				Director of Finance	

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

FOR COUNCIL: March 14, 2016

SUBJECT: Consideration of approving Reappointments to Various Boards and Commissions

RECOMMENDATION/MOTION: That Mark Fetzer be reappointed to the Property Maintenance Review Board, that Patti-Lynn Silva be reappointed to the Police Pension Board and that Sanae Ferrier be reappointed to the Bloomington-Normal Sister City Committee (Japan).

STRATEGIC PLAN LINK: Goal 4. Strong neighborhoods.

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

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

Mark Fetzer of 1305 Winterberry Circle, Bloomington, Illinois 61705 to the Property Maintenance Review Board. His current three-year term will expire 4/30/16 and he is eligible for reappointment. His second three (3) year term will be effective 5/1/16 – 4/30/19.

Patti-Lynn Silva of 1701 Glenbridge Road, Bloomington, Illinois 61704 to the Police Pension Board. Her current two-year term will expire 4/30/16 and she is serving as the staff appointment to this Board. Her new two (2) year term will be effective 5/1/16 – 4/30/18.

Sanae Ferrier of 2708 Brunswick Drive, Bloomington, Illinois 61704 to the Bloomington-Normal Sister City Committee (Japan). Her current three-year term will expire 4/30/16 and she is eligible for reappointment. Her third three (3) year term will be effective 5/1/16 – 4/30/19.

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

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration for approval.

Prepared by: M. Beth Oakley, Executive Assistant

Recommended by:



Tari Renner
Mayor

Attachments: Roster

Motion: That Mark Fetzer be reappointed to the Property Maintenance Review Board, that Patti-Lynn Silva be reappointed to the Police Pension Board and that Sanae Ferrier be reappointed to the Bloomington-Normal Sister City Committee (Japan).

Motion: _____ Seconded by: _____

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

Japanese Sister City Committee

Blm Mayor Appointed	Staff/Chair	FirstName	LastName	Expiration	Appointment Date	Year First Appt	Ward	Email	Street	Zip			
x		Robert	Harrison	04/30/17	04/14/14	2014	9	harrison@unit5.org	2810 Greenfield Rd	61704			
x		Steven	Campbell	04/30/17	04/14/14	2014	7	snc8891@comcast.net	10 Marvin Gardens	61701			
x		Teodora	Amloza	04/30/16	05/28/13	2013	8	lamloza@iwu.edu	39 Breckenwood Ct	61704			
x		Donald	Necessary	04/30/16	01/14/13	2013	7	dndnecessary@gmail.com	912 N Madison St, #2	61701			
x		Bob	Clary	4/30/2017	12/22/08	2008		Bob.Clary@bnsistercities.org	3211 Winchester				
x	Chair	Harriett	Steinbach	04/30/17	06/09/08	2008	4	harriett.steinbach@bnsistercities.org	511 E Market St	61701			
x		Sanae	Ferrier	04/30/16		2010	3	sanaesekuchi@hotmail.com	2708 Brunswick Dr	61704			
x		Cindy	Hansen		07/13/15	2009		dwlght_hansen@hotmail.com	422 Standish Dr	61704			
x		Noha	Shawkr	04/30/18	04/13/15	2015	4	nshawkr@julian-nota.org	816 E Monroe	61701			
x		Catrina	Murphy	04/30/18	05/11/15	2014	1	catrina.murphy79@gmail.com	1219 S Mason	61701			

Details:

Term: 3 years
Term Limit per City Code: 3 terms/9 years
Members: 20 members
Number of members the Mayor appoints: 10 (10 appointed by Normal)
Type: Multi-Jurisdictional
City Code:
Required by State Statute: No
Intergovernmental Agreements:
Funding budgeted from COB for FY2014:
Meetings: 1st Monday of each month, 6:30pm in the CIRA Community Room
Number of Vacancies: 1 – Clary
Number of Expired Board Members (Blm Appointments only): 3

Appointment/Reappointment Notes:

Police Pension Board

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Re/Appointment Date	Year First Apt	Email	Street	City	Zip					
	Secretary	Chad	Wamsley	04/30/17	05/01/15	2015	swansley@cityblm.org		Bloomington	61704					
	President	Paul	Swanlund	04/30/17	05/01/15	2015	pswanlund@cityblm.org		Bloomington	61701					
X	Trustee	Pat-Lynn	Silva	04/30/18	03/24/14	2012		109 E. Olive	Bloomington	61704					
	Vice President	Matthew	Dick	04/30/17	05/01/15	2015		1701 Glenbridge Road	Bloomington						
X	Assistant Secretary	Don	Wilkey	04/30/18	04/13/15	2011	dnwilkey59@aol.com	107 Ruth Rd	Bloomington	61701					
	Contact Person/Staff														

Details:

Term: 2 years per email from Paul Swanlund 5/21/15
Term Limit per City Code: None per email from Paul Swanlund 5/21/15
Members: 5 members
Number of members the Mayor appoints: 2
Type: Internal
City Code:
Required by State Statute: Yes, Chapter 40 ILC\$5
Intergovernmental Agreements:
Funding budgeted from COB for FY2014:
Meetings: 3rd Tues of each month at 5:00pm - Police Dept
Other: Per State Statute there are 2 Mayoral appointments, 2 active union employees, 1 police beneficiary/retiree
Number of Vacancies: 0
Number of Expired Board Members (Blm Appointments only): 1
Number of Expired Board Members Eligible for Reappointment: 1

Appointment/Reappointment Notes:

Property Maintenance Review Board

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Appointment Date	Year First Apt.	Ward	Email	Street	City	Zip					
x	Tenant	Philip	Forbes	4/30/17	04/29/14	2014		dforbes@capwar.com	1108 Lockenwitz Lane #3	Bloomington	61704					
x	Contractor	Mark	Felzer	4/30/16	12/09/13	2013	8	mforbes@bnesbom.com	1305 Witherberry Circle	Bloomington	61705					
x	Large Landlord	John	Capodice	4/30/17	03/24/14	2011		john@johncapodiceproperties.com	2827 Capodice Rd	Bloomington	61704					
x	Glizan All large	Julie	Morgan	4/30/17	03/24/14	2011	7	mmorg1967@yahoo.com	705 Ohsara	Bloomington	61701					
x	Small Landlord	Yasara	Burns	4/30/17	03/24/14	2011	7	burns.yasara@gmail.com	809 W Washington St	Bloomington	61701					
x	Contractor	Brent	Moore	4/30/18	05/11/15	2012		brent.moore0@gmail.com	8273 Idlewood Drive	Bloomington	61705					
x	Tenant	Mark	Williams	4/30/16	09/09/13	2013	5	wmark08@yahoo.com	602 Bradley Dr	Bloomington	61704					
	Staff								115 E Washington	Bloomington	61701					
	Staff	Nancy	Tague						115 E Washington	Bloomington	61701					
	Staff								115 E Washington	Bloomington	61701					

Details:

Term: 3 years
Term Limit per City Code: 3 terms/9 years
Members: 7 members
Term Limit per City Code: 3 terms/9 years
Number of members the Mayor appoints: 7
Type: Internal
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 3:00pm - Council Chambers, members given 48 hours+ notice before a meeting
Number of Vacancies: 2
Number of Expired Board Members (Blm Appointments only): 2

Appointment/Reappointment Notes:

CITY OF
Bloomington ILLINOIS
CONSENT AGENDA ITEM NO. 7D

FOR COUNCIL: March 14, 2016

SUBJECT: Consideration of waiving the formal bidding process of a limited source, as outlined in the limited source justification form, and enter into a Contract with Lai Ltd., of Rolling Meadows, Illinois, for the supply of two Wemco-Hidrostal Pumps for installation at the Water Treatment Plant.

RECOMMENDATION/MOTION: That the Council waive the formal bidding process, as outlined in the limited source justification form, and enter into a contract with Lai Ltd., in the amount of \$54,372.00, to supply two Wemco-Hidrostal Pumps for installation at the Water Treatment Plant, and the City Manager and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: The two Wemco-Hidrostal Pumps (sludge pit pumps) at the Water Treatment Plant have failed and needed to be replaced. The existing failed pumps were originally purchased in 1986 and have been rebuilt once previously. To avoid disruption in the process of discharging sludge from the clarifiers, the City of Bloomington is currently renting a portable diesel operated pump from Rain for Rent of Joliet, Illinois.

The Water Treatment process at Lake Bloomington begins with the addition of coagulant chemicals which cause very fine particles (suspended solids) present in the Lake water to clump together, or coagulate. The settled particles form a sludge layer on the bottom of each clarifier, which is pumped to the sludge pit, and further pumped from the sludge pit to the Sludge Lagoons.

There are two Wemco-Hidrostal Pumps located in the sludge pit that discharges the sludge through an eight inch diameter pipe to the lagoons located approximately one half mile away from the Water Treatment Plant. The two Wemco Pumps have been pumping sludge, made up of suspended solids and lime grit, which has caused wear and tear on the pump components. Due to the corrosive nature of the lime grit, part of stainless steel shafts have corroded and are not functioning. The lime made its way to into the housing and contaminated the bearings, resulting into catastrophic bearing failure due to the contamination.

Staff performed a price comparison of repairing the existing pumps and new replacement pumps. The cost of repair for both pumps submitted by Decatur Industrial, is \$33,914.45, while the

replacement cost for two new pump submitted by LAI Ltd., is \$54,372.00. Though the pump replacement quote is larger than the repair estimate, the replacement pump will provide for a longer life span. The existing pumps utilized a packing gland seal, whereas the replacement pumps will incorporate a (water sealed) mechanical seal. Continuous flushing water supply, via ¼” inch tubing, will enter the collar to lubricate the mechanical seals and to prevent the lime grit from making contact with the seals. The water will then exit through the discharge side of the pump. The expected life of the replacement pumps is approximately 7 to 10 years.

This modification is essential to prevent lime grit contamination in the pump shaft and bearings. In addition, this feature will improve the performance, efficiency, and lifespan of the pumps, resulting in a more economical installation in the long term.

The Wemco-Hidrostal pump brand is the only one staff is aware of that is compatible with the existing piping layout, configurations, physical dimensions of the discharge pipe, physical dimension of suction pipe, alignment of the pump discharge to existing pipe interconnections, alignment details of pump suction to the existing pipe interconnections. The material construction of Wemco-Hidrostal pump is specifically made for lime grit application (rotating impeller is made of high chrome materials), the base of the pump is specifically designed for the height of the pump suction and discharge side. Other pump alternatives will not fit on the exact orientations of suction and discharge side of the existing piping layout.

City staff recommends the purchase of two Wemco-Hidrostal Pumps from Lai Ltd., of Rolling Meadows, Illinois. The total cost of two replacement pumps is \$54,372.00

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable

FINANCIAL IMPACT: Upon approval, the procurement will be paid out of Water Purification-Capital Outlay Equipment Other Than Office account (50100130-72140). Funds are available in the budget roll-up accounts for this purchase. The roll-up account includes Water Purification-Plant Construction (50100130-72590). Stakeholders can locate this in the FY 2016 Budget Book titled “Other Funds & Capital Improvement Fund” on page 125.

Respectfully submitted for Council consideration.

Prepared by: Jesus Tubia, Superintendent of Mechanical Services

Reviewed by: Robert Yehl, PE, Water Director

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Decatur Industrial repair estimate (\$33,914.45 total for two pumps)
 - Lai Ltd., replacement quote (\$54,372.00 total for two pumps)
 - Sole Source letter from Weir Specialty Pump (manufacturer of Wemco-Hidrostal Pumps)
 - Limited Source Justification
 - Fig. 1A (Photos of the damaged stainless steel shaft)
 - Recommendation improvement (from Wemco Pump Manufacturer)
 - Contract
-

Motion:

That the Council waive the formal bidding process, as outlined in the limited source justification form, and enter into a contract with Lai Ltd., in the amount of \$54,372.00, to supply two Wemco-Hidrostal Pumps for installation at the Water Treatment Plant, and the City Manager and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

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

Repair & Service Estimate


DECATUR
Industrial Electric

Electro-Mechanical Solutions

1650 E. Garfield Ave. • Decatur, IL 62526 • 800-252-1598 • 217-428-6621

Job: 124553

Cust #: 000634

 CITY OF BLOOMINGTON
 ACCOUNTS PAYABLE
 109 E. OLIVE
 BLOOMINGTON, IL 61701

Ship To #: 000099

 CITY OF BLOOMINGTON
 ACCOUNTS PAYABLE
 109 E. OLIVE
 BLOOMINGTON, IL 61701

Est Date

01/22/16

Cust P.O.#

P.O. Rel#

Misc #

Nameplate Data:

MFG:WIMCO???, MODEL:NO NAME PLATE

Description

Price

-RECORD INCOMING DATA
 -DISASSEMBLE UNIT AS REQUIRED
 -CLEAN AND INSPECT
 -VERIFY ALL MECHANICAL FITS
 -IDENTIFY SPECIFICATIONS FOR UNIT
 -BORE AND SLEEVE BEARING HOUSING LOWER
 -BORE & SLEEVE 3 UPPER BEARING HOUSINGS
 -SUPPLY & INSTALL NEW BEARINGS, PACKING,
 SHAFT, SPACERS, V-RINGS, O-RINGS AND
 HARDWARE
 -PREP PARTS FOR ASSEMBLY
 -REBUILD PUMP PER SPECIFICATIONS
 -VERIFY & ADJUST IMPELLER CLEARANCE
 -IDENTIFY AND DISPOSE OF SCRAP MATERIAL
 -PAINT AND PERFORM QUALITY INSPECTION
 MATERIAL

Total:

17,209.88

Cause of Failure

Replacement Item: AWAITING PRICE FROM OEM

Replacement Price: .00

Our Standard Terms And Conditions Apply.
 Please Let Us Know How To Proceed. Thank You, Landon Baine.

Accepted By: _____

Date: _____

Your Total Source For Electro-Mechanical Solutions

Repair & Service Estimate


DECATUR
Industrial Electric

Electro-Mechanical Solutions

1650 E. Garfield Ave. • Decatur, IL 62526 • 800-252-1598 • 217-428-6621

Job: 124552

Cust #: 000634

 CITY OF BLOOMINGTON
 ACCOUNTS PAYABLE
 109 E. OLIVE
 BLOOMINGTON, IL 61701

Ship To #: 000099

 CITY OF BLOOMINGTON
 ACCOUNTS PAYABLE
 109 E. OLIVE
 BLOOMINGTON, IL 61701

Est Date

01/22/16

Cust P.O.#

P.O. Rel#

Misc #

Total:

16,704.57

Cause of Failure

CONTAMINATION LEAD TO CATASTROPHIC BEARING FAILURE, BROKEN BEARING RACE.

Replacement Item: AWAITING PRICE FROM OEM

Replacement Price: .00

Our Standard Terms And Conditions Apply.

Please Let Us Know How To Proceed. Thank You, Landon Baine.

Accepted By: _____

Date: _____

Your Total Source For Electro-Mechanical Solutions

Weir Specialty Pumps



Quotation Summary

18 Feb 2016

LAI, LTD.
5400 NEWPORT
DRIVE, SUITE 10
ROLLING
MEADOWS, IL
60008

Quotation number: 500709
Revision: 002

Attn: Rich Hussey
E-mail: rhussey@lai-ltd.com

Project: Replacement for S/N 01DW03155-01
Your reference: Bloomington, IL

The following is a price summary for this quotation. Please see item specific pages for more details.

Item number	Service	Size	Unit Price	Unit Freight	Qty	Extended Price
001		SFF4-Y Vertical	\$ 26,725	\$ 461	2	\$ 54,372
Grand Total						\$ 54,372

PUMP FEATURES: All Weir Specialty Pumps are designed to reduce maintenance costs through greater pump reliability and improved mean time between failure.

SCOPE OF SUPPLY: Only that material detailed in this quotation is being offered. No assumptions should be made that anything not specifically specified is included.

QUALITY STANDARDS: Weir Specialty Pumps - Salt Lake City, UT is an ISO 9001-2008 certified plant.

VALIDITY: This offer is valid for 30 days from date issued. Quoted prices will be held firm through shipment if order is released for manufacture within 60 days from order entry date.

PRICE: Price quoted is for all items purchased at one time. In the event of a partial order, we will review and adjust accordingly.

SHIPMENT: Approximately 22 weeks after receipt of approved purchase order and/or final approval of submittal and drawings.

START-UP: Not included.

TERMS AND CONDITIONS: Weir Specialty Pumps General Sales Policy (GSD-30) applies.

PAYMENT TERMS: 100% Net 30 days (subject to credit approval)

**Customer Price Sheet**

Customer	LAI, LTD.	Size / Stages	SFF4-Y Vertical / 1
Item number	001	Pump speed	1,150
Customer reference	Bloomington, IL	Quote number	500709

Totals

Grand Total	\$ 54,372	Lead Time Total	N/A
Pump	\$ 54,372	Total unit weight	860.0 lb

Pump

Qty	Description	Unit Price	Extended Price
2	SFF4-Y Vertical Wet End Pump Options Cast Iron Case Liner Material High Chrome Liner (regulable) Grooved Liner Buna Wet End O-rings Steel Pump Hardware High Chrome Impeller Suction and Discharge Arrangement: Arrangement A Bearing Frame Bearing Frame Cast Iron Bearing Frame BFF2S Bearing Frame Pump Sealing Pump sealing Seal Type: Single Mechanical Seal Chesterton Single Mechanical Seal S10 Cast iron gland housing/backplate Stainless steel gland Driver Motors No Motor Supplied: No Motor Supplied All motors are sized and selected in accordance with Hydraulic Institute Grade 2 - 2B performance test acceptance grades and tolerances which adds 8% to the rated horsepower requirement of the pump. This calculation has not changed the rated horsepower or efficiency shown on the Performance Data Sheet. View the link for more information from Hydraulic Institute. Pump Support Pump Support No Pump Support Protective Coatings Paint manufacturer & type Paint Preparation: Standard paint preparation (clean and blast) WSP Standard Blue Paint - Prime and Top Coat Packing & Shipping Shipping No Boxing WSP Decision Carrier Freight Rates Freight Rates - Illinois: Illinois	\$ 27,186	\$ 54,372



Pump			
Qty	Description	Unit Price	Extended Price
	Material Testing		
	Material Testing		
	No Hardness Testing		
	No Non-Destructive Testing		
	Testing		
	No Testing		
	Weights		
	Bareshaft Pump 860.lbs		
	Baseplate 0.lbs		
	Driver 0.lbs		
	Total Per Unit Weight 860.lbs		

57

Weir Specialty Pumps

P.O. Box 209 (84110-0209)
440 West 800 South
Salt Lake City, UT 84101

Tel: 801-359-8731
Fax: 801-530-7531
www.weirsp.com

ISO 9001:2000 Certified • ISO 14001 Certified

WEMCO PUMP
WEMCO-HIDROSTAL
ROTO-JET PUMP

Date: March 24, 2014

To: City of Bloomington, IL

SUBJECT: Sole Source Supplier

Attention Mr. Tubia,

Thank you for your inquiries with regard to WEMCO pumps and equipment.

WEMCO Pump, in Salt Lake City, Utah, is the manufacturer of WEMCO TORQUE-FLOW recessed impeller pumps and WEMCO HYDROGRITTER grit separation systems; WEMCO-HIDROSTAL screw centrifugal pumps and Prerostal prerotation systems; WEMCO CF chopper pumps; WEMCO Self-Primer pumps; and Wemco Non pumps.

With reference to your particular geographical area, LAI Ltd Environmental is the sole source for all Wemco units and parts. Any other supplier or Principal quoting products using the Wemco name is doing so without our knowledge and/or consent, and we will not be responsible for this activity, nor will we support any supplier other than LAI Ltd in this regard.

For assistance and complete information on all WEMCO pumps, equipment, and parts and service, please contact our exclusive representative in your area:

LAI Ltd.
5400 Newport Drive, Suite 10
Rolling Meadows, IL 60008
Tel: (847) 392-0990

WEMCO Pump is a product line of Weir Specialty Pumps, formerly named EnviroTech Pumpsystems. Our Federal I.D. Number, 87-052-9231, has not changed. If we are favored with an order, we ask that you issue purchase orders to:

Weir Specialty Pumps
c/o LAI Ltd
at the above noted address

Please note that this is a blanket letter, having an expiry date of 24 (twenty four) months From the date that it was written, noted above.

Excellent
Engineering
Solutions



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 & #: Lai Ltd. - #938

Amount: \$54,372.00

Date: 2/23/2016

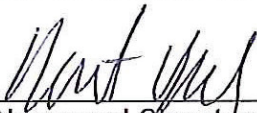
Description of item/service: Replacement Pumps for (two) Wemco-Hidrostal pumps in the sludge pit at the Water Treatment Plant.

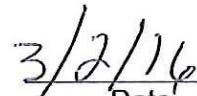
Justification- Explain why this vendor is the only vendor that can perform this work:

The following conditions exist:-

1. The requested brand is the only one staff is aware of that is compatible with the existing piping layout, configurations, physical dimensions of the discharge pipe, physical dimension of suction pipe, alignment of the pump discharge to existing pipe interconnections, alignment details of pump suction to the existing pipe interconnections. The material construction of Wemco-Hidrostal Pump is specifically made for lime grit application (rotating impeller is made of high chrome materials), the base of the pump is specifically designed for the height of the pump suction and discharge side. Other pump alternatives will not fit on the exact orientations of suction and discharge side of the existing piping layout.
2. There is only one vendor capable of supplying Wemco-Hidrostal Pump; see attached sole source letter from manufacturer Weir Specialty Pump, manufacturer of Wemco-Hidrostal Pump in Utah.
3. Lai Ltd. Of Rolling Meadows is the sole supplier for this product in our area. All sales and distribution are handled by Lai Ltd. They possess exclusive rights to supply the equipment as stated in the sole source letter from the manufacturer.

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.

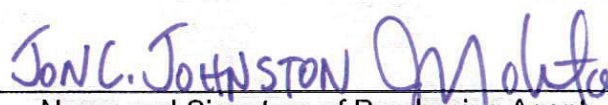

(Name and Signature of Department Head)

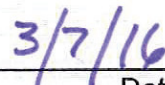

Date

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):


Name and Signature of Purchasing Agent or Designee


Date

Seals in the bearings were broken due to corrosion and contamination causing bearings to be lock out

Corrosion in part of the shaft where packing glands are installed have caused contamination in the bearings



PAGE 1

From: Rich Hussey <rhussey@lai-ltd.com>
To: Jesus Tubia <jtubia@cityblm.org>

Date: Thursday, February 11, 2016 08:04AM
Subject: RE: Bearings Report from vendor

History: ➡ This message has been forwarded.

Jesse –

Feedback from Wemco:

1. Do we have any idea what the concentration of lime is in the grit slurry? The best material for dealing with lime slurry is Hi Chrome, and this pump has been quoted with Hi Chrome wetted parts.

2. We can supply this bearing frame with a mechanical seal. Any mechanical seal used where lime is present should have TC/TC faces, and there should be a water flush line into the seal using potable or effluent, providing the effluent is filtered to 50 microns. The best arrangement is to have the flush water flush through the seal and into the pumpage, but if that is not possible, flushing into and out of the seal is the second best arrangement.

3. Have a look at the attached drawing of the bearing frame. You will see that the pump requires two roller bearings and two angular contact bearings to handle the axial and radial loads generated by the pump configuration. Neither of these types of bearings are available in a sealed configuration as the axial play in the bearings would push any bearing seal out of place. If the bearings are regularly lubricated, and the seal flushwater is directed as noted in item 2 above, the lime, or any of the slurry, should never reach the rolling elements of the bearings.

Sincerely,

Richard Hussey, P.E.

LAI Ltd

5400 Newport Drive, Suite 10

Rolling Meadows, IL 60008

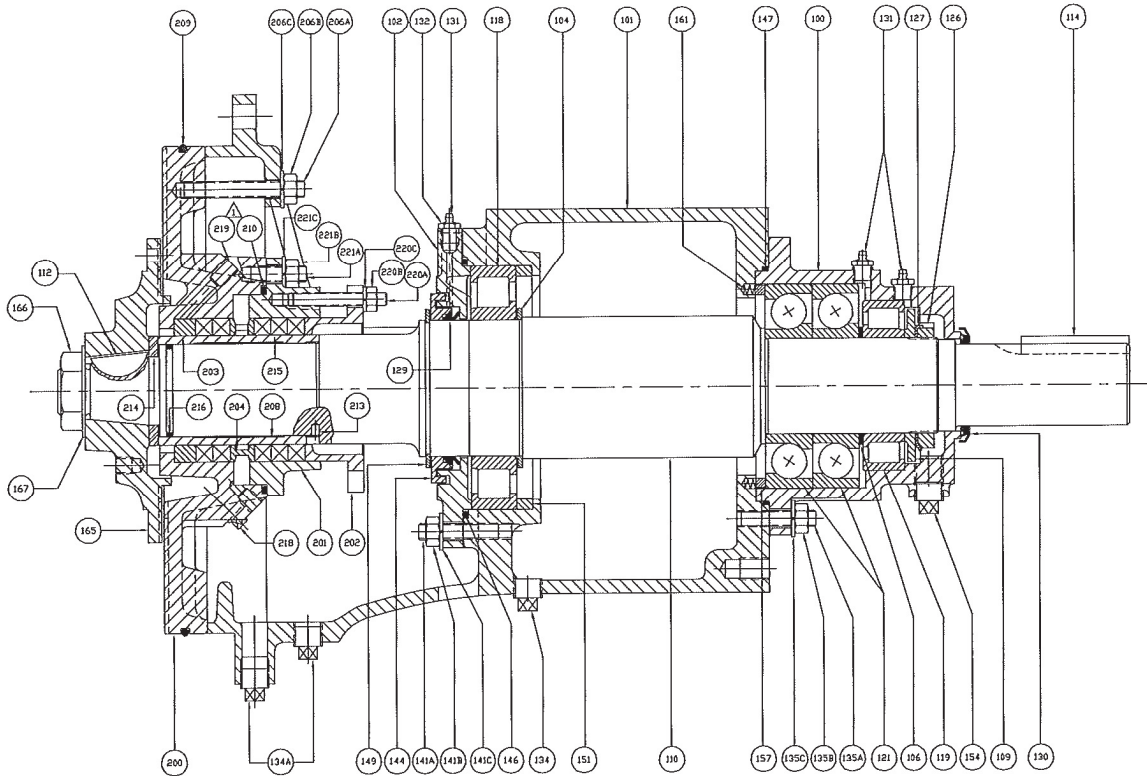
P: 847 392 0990

F: 847 392 1095

C: 847 989 5422 – Best Way to Reach Me

THIS DRAWING HAS A CORRESPONDING pdf FILE. UPDATE pdf WHEN REVISING THIS DRAWING.

71832



SCALE	D
3/4"=1'-0"	
REV	2
71832-2	71832

CITY OF BLOOMINGTON
CONTRACT WITH
Lai Ltd.
FOR
Supplying two Wemco-Hidrostal Pumps

THIS AGREEMENT, dated this _____ day of March _____, 2016, is between the City of Bloomington (hereinafter "CITY") and _____ Lai Ltd. (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

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

Section 3. Payment. For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR: ☒ a lump sum amount of \$ 54,372.00; or ☐ the amount(s) set forth in Exhibit B. Invoices shall be due and payable within 45 days of submission.

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

Section 5. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY, its officers, officials, agents and employees from claims, demands, causes of action and liabilities of every kind and nature whatsoever arising out of or in connection with CONTRACTOR's operations performed under this Contract, except for loss, damage or expense arising from the sole gross negligence or willful misconduct of the CITY or the CITY's agents, servants or independent contractors who are directly responsible to CITY. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY's officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Contract.

Section 6. General Liability Insurance. CONTRACTOR shall maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits shall be less than \$2,000,000.00. Certificates of insurance shall be provided to CITY and CITY shall be named as an additional insured under the policy. Umbrella liability coverage must also be provided in the amount of \$4,000,000 for each occurrence, \$4,000,000 in aggregate.

Section 7. Representations of Vendor. CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

Section 8. Assignment. Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 9. Compliance with Laws. CONTRACTOR and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 10. Prevailing Wage. The following shall apply to this contract:

- ☒ This contract is not for a "public work" and therefore Prevailing Wage does not apply. **Initial:** _____ (City) _____ (CONTRACTOR)
- ☐ This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.
Initial: _____ (City) _____ (CONTRACTOR)

Section 11. Compliance with FOIA Requirements. CONTRACTOR further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from CONTRACTOR actual or alleged violation of the FOIA, or CONTRACTOR failure to furnish all documentation related to a request within five (5) days after CITY issues notice of a request. Furthermore, should CONTRACTOR request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, CONTRACTOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. CONTRACTOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by CONTRACTOR request to utilize a lawful exemption to CITY.

Section 12. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 13. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 14. Attorney Fees. In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

Section 15. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 16. Term. The term of this Contract shall be:

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

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

Notwithstanding anything herein, the provisions in Sections 5 and 11 shall survive termination.

Section 17. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
City Clerk

Lai Ltd.
By: _____
Its_____

By: _____
Its_____

EXHIBIT A
SCOPE OF SERVICES / WORK PROVIDED

Supply Two Wemco-Hidrostal Pumps for installation at the Water Treatment Plant

EXHIBIT B
FEES / COMPENSATION

Lai Ltd., will supply two Wemco-Hidrostral Pumps at the Water Treatment Plant for a total cost of \$54,372.00

CITY OF
Bloomington ILLINOIS
CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: March 14, 2016

SUBJECT: Consideration of approving the purchase of one scheduled replacement Rear Loading Refuse Truck for the Solid Waste Division of the Public Works Department.

RECOMMENDATION/MOTION: Recommend approving the purchase of one (1) McNeilus Model 2511: HD 25 Yard Rear Loader body and Kenworth T370 Chassis from McNeilus Truck and Manufacturing Inc. of Dodge Center, Minnesota using the National Joint Powers Alliance contract number 112014-MCN (with an end date of 12/16/2018) in the amount of \$158,664.00 be approved, the City Manager and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: Solid Waste Division of the Public Works Department has a 2004 International 7400 Rear Loading Refuse Truck with 84,256 miles and 10,123 hours which is due for replacement in Fiscal Year 2016. The maintenance cost to date for this unit is \$165,626.11. Recent repairs include engine, electrical, air brake system, A/C system, wheel bearings and hub. This unit is rusting badly. The exhaust system and transmission cooler lines have been replaced. The packer body is rusted and worn. The hopper liner has been cut out and new steel welded in place. The body had to have metal welded in the sides where the floor meets the walls on both sides. The City of Bloomington collects household refuse, bulky waste, and leaves from resident's homes. This unit is used to pick up refuse from Downtown areas where the automated refuse trucks are unable to maneuver due to their size. It is also used to pick up bulky waste and leaves.

The replaced unit will be declared surplus and be sold on public auction at Publicsurplus.com. It is expected to bring \$15,000.00 at auction. The disposal of this surplus property is in accordance with Chapter 16, Section 57 of the City Code.

NJPA is a nationally recognized joint purchasing cooperative, of which we have been a member and made a number of purchases for several years.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:

FINANCIAL IMPACT: Solid Waste Division of the Public Works Department has budgeted \$186,675.00 for the purchase of this unit in the FY 2016 Capital Lease-Capital Outlay Licensed

Vehicle account (40110133-72130). The new unit will cost \$158,664.00. Stakeholders can locate this in the FY 2016 Budget Book titled "Other Funds & Capital Improvement Fund" on pages 92 and 98.

Respectfully submitted for Council consideration.

Prepared by: Rob Krones, Superintendent of Fleet Maintenance

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

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla Murillo, Budget Manager
Jon C. Johnston, Procurement Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Proposal (Quote # OIY201602151317)
- Specifications
- Photographs

Motion: Recommend approving the purchase of one (1) McNeilus Model 2511: HD 25 Yard Rear Loader body and Kenworth T370 Chassis from McNeilus Truck and Manufacturing Inc. of Dodge Center, Minnesota using the National Joint Powers Alliance contract number 112014-MCN in the amount of \$158,664.00 be approved, the City Manager and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

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



McNeilus Truck and Manufacturing Inc.
524 County Road 34 E
PO Box 70
Dodge Center, MN 55927
5073748684

Mar 07, 2016

City of Bloomington
Attn: Rob Krones
PO Box 3157
Bloomington, IL 61702-3157
USA

Thank you for the opportunity to provide this proposal.

We are pleased to submit the attached quotation for (1) Model 2511: HD 25 yd Rear Loader.

This quotation is comprised of several documents, including:

Cover Letter
Quote Form
Specifications
Terms And Conditions

To place an order in response to this quotation, or if you have any questions, please contact me. We look forward to hearing from you.

Sincerely,

Jeremy Harmon
Refuse Sales Manager
524 County Road 34 E
PO Box 70
Dodge Center, MN 55927
Phone: 5073748684

Email: jharmon@mcneilusco.com



McNeilus Truck and Manufacturing Inc.
524 County Road 34 E
PO Box 70
Dodge Center, MN 55927
5073748684

Quote Number: 0IY201602151317

NJPA CONTRACT # 112014-MCN

Catalog: 16.02.19A

Model 2511: HD 25 yd Rear Loader

Printed: 3/7/2016

Quoted/Sold To:

Delivery Point:

City of Bloomington
PO Box 3157
Bloomington, IL 61702-3157
USA
Attn: Rob Krones
NJPA # 25014

City of Bloomington
401 S. East Street
Bloomington, IL 61701
USA

Total Configured Price	\$157,786
Surcharge	0
Specials	0
FET	0
Freight	878
Extended Warranties	0
Miscellaneous	0
Sales Tax	0
Total Unit Price	\$158,664
Quantity	1
Extended Price	\$158,664
Required Down Payment	

Quantity Discount

Pricing includes all applicable discounts for quantity quoted. Change of quantity ordered may result in revision of price.

Freight Charges

Freight charge is estimated based upon fuel cost at the time of quotation. The charge is subject to change at the time of delivery. Shipping arrangements (when applicable) are made for the convenience of the customer. Seller assumes no responsibility for the equipment in transport.

Taxes

No state or local taxes are included in the prices quoted herein. Any applicable state and local taxes must be added to these prices and paid directly by the purchaser.

Specifications

All specifications are subject to change without notice. Several factors beyond the control of the chassis OEM or McNeilus may result in the substitution of components of equal or greater quality.

Special Options

Special options are subject to engineering application approval.

Terms & Conditions

This quotation assumes and is subject to the standard terms and conditions of London Machinery, Inc, McNeilus Truck and Manufacturing Co. and Oshkosh Corporation, including limitations of warranty.

This quotation is valid until 03/16/2016.
Any order is contingent upon acceptance by McNeilus Truck and Manufacturing Company.

Payment Terms
Due upon receipt

Quotation Currency
All prices are in US Dollars (USD)

Acceptance

By signing and returning this document, you are indicating that you have read and approved the above specification.

Please return this signed quotation and down payment to your McNeilus representative.

If you have any questions, please feel free to contact us.

Authorized Signature

Date



McNeilus Truck and Manufacturing Inc.

524 County Road 34 E
PO Box 70
Dodge Center, MN 55927
5073748684

Quote Number: 0IY201602151317
Rev: 0

Catalog: 16.02.19A
Printed: 3/7/2016

Chassis Type: SPECIAL

Chassis Specification: 14 PKS37 - Kenworth T370 Spec Order

Special Order Chassis:

This quotation includes a special order chassis, described by a separate document attached to this proposal.



McNeilus Truck and Manufacturing Inc.
524 County Road 34 E
PO Box 70
Dodge Center, MN 55927
5073748684

Quote Number: 0IY201602151317
Rev: 0

Catalog: 16.02.19A
Printed: 3/7/2016

Other Chassis Features:

Configuration

DSL	Fuel Type	Diesel
SS	Steering	Street Side Seated Steering

Summary

N	Camera Cables	No Camera Cables Installed
GT300	Engine	Engine Must Be 300 HP Minimum
10PX9	Engine	Paccar PX 9, 2010 Emissions
DC	Mount Location	Dodge Center
Y	PDI	PDI at Dodge Center
897	PTO Type	MTM-Installed Chelsea 897 Ext PTO Con Mesh
DT	Rear Axle	Tandem Rear Axle, Dual Rear Tires
HHM	Rear Suspension	Hendrickson Haulmaax
5	Safety	Fire Extinguisher in Cab, 5 lb.
Y	Safety	Safety Triangle Kit in Cab
ELECT	Throttle Type	Electronic
A35	Transmission	Allison 3500 RDS

McNeilus Body Features:

Body

25R	Capacity	25 yd Heavy Duty Rear Loader
Y	Fenders	Rubber Fender Extension
STD	Floor	Body Longitudinal Width: 33-1/2 inches
STD	Floor	Standard Floor (3/16) AR200
FLD	Ladder	Access Door Ladder, Fold-Up with Shut Down
	Model	Model 2511: HD 25 yd Rear Loader
LH	Side Access Door	Door Hinged Forward, Streetside

Cameras

RC	Backup	Backup Camera, Center of Tailgate
CD	Monitor	Monitor Mount Between Seats
TG	Monitor	Backup Camera Displayed in Reverse
	System Info	SSV Extreme, 7" Color, 4 port, 1 Camera

Hydraulics

SCHR	Filtration	Hydraulic Filter, Schroeder, in tank
SC	Miscellaneous	Schroeder LF-7611 Hyd Sample Port



McNeilus Truck and Manufacturing Inc.
524 County Road 34 E
PO Box 70
Dodge Center, MN 55927
5073748684

Quote Number: 0IY201602151317
Rev: 0

Catalog: 16.02.19A
Printed: 3/7/2016

X	Other	No Optional Hyd Hose Wrap
GEAR	Pump	Hydraulic Pump, Gear Type
SSU	Tank	Hyd Tank, Rect, Steel, Streetside Frame

Lighting

E	Fender	Fender Lights, Rear Facing, LED
1L	Hopper	Hopper Work Lights: 1 LED
UP	Reverse	Reverse Light, 4 inch in upper light bar
TGB	Smart Lights	Smart Lights, (6), 4" on Tailgate and Body Front
LEDE	Type, General	LED, McNeilus Standard (where applicable)

Miscellaneous

Y	Other	Throttle Master in Cab
MTM	Other	Mudflaps, Front: Black w/McNeilus Logo
MTM	Other	Mudflaps, Rear: Black w/McNeilus Logo
TG	Other	Rear Mudflaps Mounted on Tailgate
LOWER	Other	Mount TG in Lower Hole
SPLIT	Other	LoPro controls on dash/console
FOB	Other	Power Distribution Module, Front of Body, Streetside
PRECO	Safety	Preco 1059 Dual Tone Back-up Alarm
36ST	Toolbox	Toolbox, 24Hx36Wx18D Steel
CS	Toolbox	Toolbox Location: Curbside

Paint

TEMP	Category	Standard template
1M	Configuration	Paint Body: One Color
Y	DOT Tape	Yes
BDY	Ladder	Match Body Color
ES	Miscellaneous	English/Spanish Decals and Markings

Residential

CSM	Cart Tipper	Manual Linkage, Curbside
CEN	Cart Tipper	Location: Center
D6220WC	Cart Tipper	Cart Tipper Model: Perkins D6220WC
RECESSED	Cart Tipper	Recessed Mount
TIPPER	Cart Tipper	Tipper(s) to be installed by MTM

Slide/Sweep

CS	Controls	Standard Linkage Curbside
----	----------	---------------------------



McNeilus Truck and Manufacturing Inc.
524 County Road 34 E
PO Box 70
Dodge Center, MN 55927
5073748684

Quote Number: 0IY201602151317
Rev: 0

Catalog: 16.02.19A
Printed: 3/7/2016

Tailgate

3/16	Hopper	Hopper Liner, 3/16 inch AR200
B-TYPE	Load Edge	"B" Type Load Edge
Y	Miscellaneous	Nitrited Slide and Sweep Pin
Y	Miscellaneous	TG/Ejr Valve Throttle Adv
TURN	Miscellaneous	Turnbuckle Lock
ADJ	Miscellaneous	Tailgate Steps, Adjustable 16" to 24"
HD	Type	Heavy Duty Cylinders

Paint Instructions:

Paint Type: Standard template	Cab/Hood Paint: No Cab/Hood Paint
Layout #:	Color 1:
# of Colors: 1	Color 2:
Color 1:	Frame Paint: No Frame Paint
Color 2:	Wheel Paint: No Wheel Paint
Color 3:	Color 1:
Color 4:	Bumper Paint: No Bumper Paint
	Body Clearcoat: No Body Clear Coat

Special Features and Options:

Extended Warranties:

Body	1 Year RL Body Warranty
------	-------------------------

Options Available at Additional Cost (not included in quoted price):

Additional Notes:



McNeilus Truck and Manufacturing Company
HIGHWAY 34 EAST
POST OFFICE BOX 70
DODGE CENTER, MINNESOTA 55927
507-374-6321

Terms and Conditions of Sale Including Limitations of Warranty

Order Placement. All goods and services furnished by McNeilus are governed by these Terms and Conditions of Sale. Placement of order by Buyer shall be in accordance with then current McNeilus procedure. Acceptance by McNeilus of order from Buyer is expressly conditioned upon Buyer acceptance of these Terms and Conditions, including those on the face of the order acceptance, and any provisions of Buyer order or other communication in conflict with these Terms and Conditions are expressly rejected. Stenographic and clerical errors are subject to correction. No additions or modifications shall be valid unless confirmed in writing by McNeilus. McNeilus may supplement or alter these Terms and Conditions of Sale, issue product and/or sale policy announcements, or the like, but no such publication shall supersede any of these Terms and Conditions of Sale. McNEILUS IS NOT BOUND TO FURNISH ITS GOODS OR SERVICES EXCEPT IN ACCORDANCE WITH THE TERMS OF ITS ORDER ACCEPTANCE FORM.

Cancellation. Buyer may cancel the order, in whole or in part, by written notice any time, provided the Buyer pays: a) the cost, including installation and removal costs, of any equipment purchased by McNeilus prior to cancellation for the purpose of filling Buyer order and not usable by McNeilus for making other goods it then manufactures; b) the quoted price for all goods finished and ready to ship; and c) other reasonable costs (including but not limited to the cost of raw materials and goods still in the process of manufacture but unfinished at the time of cancellation) which McNeilus may have incurred in the performance of the order. Notice of cancellation is not effective until received by McNeilus at its corporate address (Highway 34 East, P.O. Box 70, Dodge Center, MN, 55927, U.S.A., ATTN: VP-Finance). If Buyer elects to cancel the order in part, McNeilus may, at its option, within a reasonable time thereafter, cancel the entire order by written notice. If Buyer elects, upon payment of costs of equipment, quoted prices of goods finished and ready to ship and/or costs of raw materials, it may take delivery of the same as provided below.

Price/Delivery. Unless otherwise provided by our quotation or agreed by us in writing, price and delivery terms shall be: a) Trucks and Truck Chassis - ex factory shipping point; and b) Parts - FOB shipping point. All applicable taxes shall be for the account of Buyer. Unless otherwise agreed in writing, we will select the route and manner of shipment, reserve the right to make delivery in installments when necessary, to invoice each installment separately and to expect payment for each installment within our selling terms. All risk of loss shall pass to the Buyer at the point and time of delivery set forth in this paragraph. Prices for goods shall be those in effect on the date of invoice unless otherwise provided by our quotation or agreed to in writing by McNeilus. If McNeilus shall fail to make delivery, or Buyer to accept delivery, according to the agreed upon delivery schedule, the other party may cancel the then remaining balance of the order unless the delay is an excusable delay. Prices are good for only quantities indicated. If shipment or any other act or condition affecting payment for the goods or any part of them shall be delayed on account of Buyer, payment shall be due as if shipment had been made. A reasonable storage charge may be made and such storage shall be at the risk of Buyer.

Payment/Credit/Security. All payments shall be made in US dollars. Payment shall be due upon delivery or as otherwise provided by our quotation, order acceptance, invoice or other writing. We reserve and by its order Buyer grants a security interest in all goods wherever located until payment has been received, and Buyer will promptly execute and deliver documents provided by Seller to perfect such security interest. All orders received are subject to credit approval. Buyer agrees to submit to McNeilus those items reasonably requested in order to establish Buyer credit. McNeilus shall be entitled to charge interest for payments made not in accordance with the stated or agreed upon terms of payment at the stated rate or the highest rate permitted by law, whichever is lower. Whenever McNeilus in good faith deems itself insecure, it may: Cancel any outstanding orders with Buyer and/or hold production/shipment of any unfilled orders; modify or revoke its extension or credit to Buyer; reduce any unpaid debt by enforcing its security interest (and proceeds therefrom); and take any other steps permitted by law and necessary or desirable to secure McNeilus with respect to Buyer payment of goods and services furnished or to be furnished. Buyer will pay McNeilus actual costs of collection incurred, including reasonable attorney fees if McNeilus is required to commence any suit or proceeding for collection of any delinquency. Certificates of Origin for a Vehicle shall be released to Buyer only upon receipt of payment in full by McNeilus unless otherwise agreed upon in writing. Buyer shall permit McNeilus at any reasonable time to make audits of its collateral, including records of shipments, sales, and payment. McNeilus may demand immediate payment for trucks; chassis or parts shipped from Buyer location for which payment has not been received in accordance with agreed payment terms. Buyer shall have no right of offset against amounts owed to McNeilus.

Acceptance. Goods furnished or services performed by McNeilus in all events will be deemed to have been accepted within thirty (30) days after receipt by Buyer, unless rightfully rejected within such period by written notice to McNeilus, by Certified Mail, Return Receipt requested, setting forth all of the defects upon which the rejection is claimed. Claims for factory damage or shortages shall not be considered unless made in writing within ten (10) days after receipt of the goods and accompanied by reference to our bill of lading and invoice numbers. Claims for damage or shortage in transit must be filed by Buyer against carrier unless shipping costs are prepaid. Defective goods shall be held for McNeilus inspection or disposition.

Limited Warranty: Disclaimer. McNeilus warrants that all new and unused goods furnished by McNeilus are free from defect in workmanship and material as of the time and place of delivery by McNeilus in accordance with its Standard Limited Warranty in effect at the date of contract formation. Our obligation under this Limited Warranty is subject to the following qualifications: a) McNeilus or its authorized Dealer shall have been notified of such claimed defect within thirty (30) days of its discovery or such later date as is specified in the Standard Limited Warranty; b) the vehicle shall have been subject only to proper use normal for similar vehicles; and c) it shall have been regularly maintained and serviced in accordance with the Manufacturer Service Manual. No defective part may be returned to the factory without our prior written consent, or that of our authorized representative. Any return must be with transportation prepaid, which may be refunded at the discretion of McNeilus. The Standard Limited Warranty for the goods is incorporated herein by reference. It is the exclusive warranty given by McNeilus. McNEILUS HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, notwithstanding any knowledge of McNeilus regarding the use or uses intended to be made of goods, proposed changes or additions to goods, or any assistance or suggestions that may have been made by McNeilus personnel.

Buyer Remedies. At its option, McNeilus will repair or replace nonconforming goods, or allow a credit for the replacement price of parts.

Exclusions of Incidental and Consequential Damages. In no event shall McNeilus be liable for any incidental, special, indirect, or consequential damages, whether resulting from non-delivery or from negligence of McNeilus or other tort. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory.



McNeilus Truck and Manufacturing Company
HIGHWAY 34 EAST
POST OFFICE BOX 70
DODGE CENTER, MINNESOTA 55927
507-374-6321

Terms and Conditions of Sale Including Limitations of Warranty (Continued)

Excusable Delay. We shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond our control and not occasioned by our fault or negligence and which make our performance impracticable, but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work provided such cause is beyond our reasonable control.

Indemnification. Buyer shall indemnify and hold McNeilus harmless from any and all damages or injury of any kind or nature whatsoever (including, but without limitation, personal injury and death) to all property and persons caused by, resulting from, arising out of or occurring in connection with Buyer sale, installation or use of goods sold or supplied by McNeilus and not caused by the negligence of McNeilus, its employees or agents, or arising out of defects in any such goods.

No Waiver. The failure of McNeilus upon knowledge of any default or violation by Buyer of any of the Terms and Conditions of this agreement to enforce its rights or remedies shall not be construed as a waiver of such default or violation, or of any provision hereof, or of any of its rights or remedies.

Equal Opportunity Employment. We are an Equal Opportunity Employer and have an Affirmative Action Plan on file. We comply with Executive Order No. 11246 dated September 24, 1965 and the Federal Occupational Safety and Health Act of 1970 along with all subsequent amendments. We comply with all other applicable federal, state, and local laws, regulations and ordinances and agree upon request to furnish Buyer a certificate to such effect in such form as is acceptable to both parties.

Entire Agreement and Governing Law. Except as otherwise agreed in writing, this constitutes the entire agreement between us, superseding all prior quotations and understandings, oral or written. Any questions concerning the validity, interpretation or effects of this Agreement are governed by the laws of the State of Minnesota. The rights and obligations of the parties hereunder shall not be governed by the provisions of the 1980 United Nations Convention on Contracts for the International Sales of Goods.

Export Laws. If applicable, performance is subject to U.S. export laws and regulations. Our failure to perform due to such laws and regulations shall not constitute a breach of this agreement.



Rihm Kenworth R200
2108 University Avenue

McNeilus Truck & Mfg / Oshkosh
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524 East Highway Street

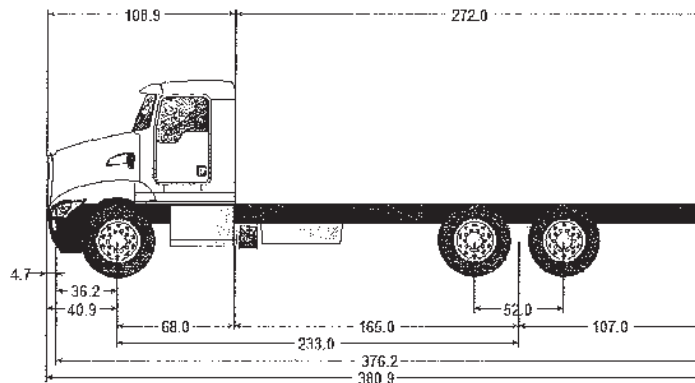
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Prepared for: Ryan Kumpf

Horizontal Dimensions

Model: T300 Series Conventional.

Quote/DTPO/CO Number: Q03720156



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Complete

Model Number: T300 Series Conventional.
Quote/DTPO/CO: Q03720156
Version Number: 37.10



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Fuel Tanks

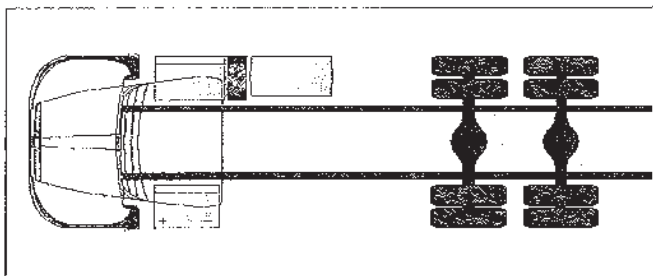
☒ Summary
☐ Right ☐ Left

Location
Under Cab
Back of Cab 1
Back of Cab 2
Between Rats
Across Rats BOC
Clearance
Fuel Tank

Type

Material

Diameter



☒ Top View
☐ Side View

Right Side Available Space: 52.50 in
Left Side Available Space: 116.90 in
Current Wheelbase Space: 233
Required Wheelbase Space: 181

Position	Description	Price	Weight
RH Under	T270/370 Nonpolished 2010 or later DPF/SCR cover	0	0
LH Under	Battery box Steel parallel under w/ aluminum	0	0
RH BOC1	Fuel Tank: 75 US gallon 22in. aluminum BOC	98	36
RH Def Tank	Small round DEF tank, 11 gallons of	250	0

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Quote/DTPO/CO: Q23620016
Version Number: 37.10



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Prepared for: Ryan Kumpf

Vehicle Weight Rating

Front Axle

Component	Code	Description	Weight (lbs)
Axle	2504160	Front Axle 16,000 lbs. Dana Spicer D1600	16,000
Springs	2864022	Front Springs: Taperleaf 14.6K w/ shock absorbers	14,600
Power Steering	2895300	Dual power steering gears: 16K.	16,000
Hubs, Drums	2703016	Front Brake:Bendix 16.5x6 air brake package	16,000
Brakes	2603006	Front brakes included w/ front hub package.	20,000
Tires	4077535	Front tires: Bridgestone M860A 315/80R22.5 20PR.	20,000
Wheels	5042367	Front wheel: Accuride 29300 22.5x9 steel	20,000

Requested Front Axle Rating is 14,600

Front Axle Weight Rating is limited to 14,600 #

Rear Axle

Component	Code	Description	Weight (lbs)
Axle	U 3142160	Dual Meritor RT46-160 rear axle rated at 46K.	44,000
Hubs, Drums	3401002	Dual 46K Air Brake package includes 16-1/2x7 in.	46,000
Service Brakes	3300002	Dual rear brakes included w/rear hub package.	46,000
Spring Brakes	3485207	Spring Brake: 3030 long stroke dual 30 square	52,000
Suspension	U 3742970	Rear suspension: Tandem Hendrickson HMX460 46K.	40,000
Tires	4238681	Rear tires: Goodyear G182 RSD11R22.5 14PR	46,720
Wheels	5242285	Rear wheel: Accuride 50344 22.5x8.25 steel	64,000

Requested Rear Axle Rating is 40,000

The Rear Axle Weight Rating is limited to 40,000 #

Tire rating is based on tire psi. Tire psi is based on the max wheel psi. The tire psi cannot exceed the wheel max psi.

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Quote/DTPO/CO: Q03720156
Version Number: 37.10

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Prepared for: Ryan Kumpf

Frame Rake

Model: T300 Series Conventional.
Quote/DTPO/CO No: Q03720156



The listed heights should be considered approximations due to variations which may occur in component manufacturing processes, spring set, and the way in which the vehicle is loaded.

Component	Code	Name	Laden	Unladen	
Frame:	E054410	Frame Rails: 10-5/8 x 3-1/2 x 5/16 in. Steel to	10.6	10.6	A non-published sales code indicated by a 'U' has been specified. Check with division Applications group if an exact height is required.
Front Spring:	2864022	Front Springs: Taperleaf 14.5K w/ shock absorbers	8.3	10	
FX drop-3.5:	2504160	Front Axle 16,000 lbs. Dana Spicer D1600	0	0	
Height adj:	0000000	No Adjustment	0.0	0.0	
Front Tires:	4077535	Front tires: Bridgestone M880A 315/80R22.5 20PR	19.9	21.1	
Front Frame Height:			38.8	41.7	
Frame:	6054410	Frame Rails: 10-5/8 x 3-1/2 x 5/16 in. Steel to	10.6	10.6	
Suspension:	U3742970	Rear suspension: Tandem Hendrickson HMX	9.7	10.7	
Rear Tires:	4238681	Rear tires: Goodyear G182 RSD11R22.5 14PR	19.6	20.8	
Rear Frame Height:			39.9	42.1	
Frame Rake:			1.1	0.4	
Frame Rake Slope (%):			0.5	0.2	

These characteristics are considered to be out of the standard range:
Laden rake more than 1% of wheelbase from level (positive or negative).

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Version Number: 37.10



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Prepared for: Ryan Kumpf

Vehicle Summary

	Unit	Chassis
Model:	T300 Series Conventional.	Fr Axle Load (lbs): 14600
Type:	FULL TRUCK	Rr Axle Load (lbs): 40000
Description:	PK5 CAR	G.C.W. (lbs): 60000
	Application	Road Conditions:
Intended Serv.:	Refuse hauler. Vehicles	Class A (Highway) 80
	which haul refuse,	Class B (Hwy/Mtn) 10
Commodity:	Refuse/recycled material	Class C (Off-Hwy) 08
	Body	Class D (Off-Road) 02
Type:	Refuse, other	Maximum Grade: 6
Length (ft):	20.0	Wheelbase (in): 233
Height (ft):	12.0	Overhang (in): 107
Max Laden Weight (lbs):	12000	Fr Axle to BOC (in): 68
	Trailer	Cab to Axle (in): 165
No. of Trailer Axles:	0	Cab to EOF (in): 272
Type:		Overall Comb. Length (in): 381
Length (ft):	0.0	
Height (ft):	0.0	Special Req.
Kingpin Inset (in):	0	U.S. Domestic Registry, 50-State
Corner Radius (in):	0	
	Restrictions	
Length (ft):	120	
Width (in):	102	
Height (ft):	15.0	

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.

	Ask your dealer for a quote today, or visit our website @ www.paccarfinancial.com .
	PACCAR Financial offers innovative finance, lease and insurance programs customized to meet your needs.

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Complete

Model Number: T300 Series Conventional.
Quote/DTPO/CO: Q23620016
Version Number: 37.10



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Prepared for: Ryan Kumpf

Data	Code	Description	Weight
Model			
0000310	O	T300 Series Conventional. Electric Door locks LH/RH; Ignition & doors keyed alike; Single electric horn; Single-piece windshield; Electric windshield wipers, 2-speed plus intermittent; Electric windshield washers; Steering wheel 18in. 4-spoke; Glovebox door with locking latch; Dash-mounted cruise control with switches; Turn signal switch with column-mounted dimmer; Standard dash panels include gray w/ burl wood accents; Slate Gray interior primary color; Dark Slate Gray seat color; Floor mat; Inside sunvisor, LH/RH; Door courtesy lights; Under-dash center console with 1 cup holder, 1 ashtray & 1 lighter.	9,764
0070006	O	T370 Class 7: medium-duty Conventional.	0 0
0072000	O	Chassis operation will not include a stationary application. Stationary operation is defined as running the engine under load while stationary at a substantial fraction of engine gross horsepower (60% or greater) for an extended period of time (longer than 5 - 10 minutes).	0 0
0080075	O	Dealer/Customer declines engine w/CARB Idle Emissions Reduction Feature.	0 0
0090017	O	Medium-duty 6x4 automatic.	0 0
0091260	O	Refuse/recycled material	0 0
0093091	O	Refuse hauler. Vehicles which haul refuse, recycled material, etc. Includes Roll-on/roll-off container movement, as well as hauling refuse from transfer stations to landfills. Typically includes operation in landfills, over rough, uneven surfaces. Road usage: any combination, which includes some Class B.	0 0
0095080	O	Refuse, other	0 0
0098025	O	U.S. Domestic Registry, 50-State	0 0

Engine & Equipment

0129500	O	PACCAR PX-9 300 2013 300@2000 285@2200 860@1300. Includes turbo exhaust brake, no code is used. Diagnostic Plug for data link, Oil Cooler, Aluminum Flywheel Housing. N09200 N205 120...Standard Maximum Speed Limit [LSL] N09220 N207 0...Expiration Distance N09240 P09 120...Hard Maximum Speed Limit N09260 P14 64...Maximum Accelerator Pedal Vehicle Speed N09280 P16 0...Accelerator Lower Droop N09300 P19 64...Maximum Cruise Speed N09320 C143 0...Cruise Control Lower Droop	8,919	555
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Data	Code	Description	\$ List	Weight
		N09360 N203 252..Reserve Speed Function Reset Distance		
		N09380 N202 0...Maximum Cycle Distance		
		N09400 N206 10...Maximum Active Distance		
		N09420 N201 0...Reserve Speed Limit Offset		
		N09440 P11 No...Engine Protection Shutdown		
		N09460 P06 No...Gear Down Protection		
		N09480 P26 1400.Max PTO Speed		
		N09500 P02 No...Cruise Control Auto Resume		
		N09520 P04 No...Auto Engine Brake in Cruise		
		N09540 N209 0...Expiration Distance		
		N09560 P520 Yes..Enable Idle Shutdown Park Brake Set		
		N09580 P32 5...Timer Setting		
		N09600 P233 Yes..Enable Impending Shutdown Warning		
		N09620 P234 60...Timer For Impending Shutdown Warning		
		N09640 P516 35...Engine Load Threshold		
		N09680 P33 No...Idle Shutdown Manual Override		
		N09720 P230 Yes..Enable Hot Ambient Automatic Override		
		N09740 P46 40...Low Ambient Temperature Threshold		
		N09760 P56 60...Intermediate Ambient Temperature Threshold		
		N09780 P47 80...High Ambient Temperature Threshold		
1000157	O	Prospector Version 37.1 Replaces 37.0	0	0
1000684	O	Effective VSL Setting NA	0	0
1000857	O	Engine Idle Shutdown Timer Enabled	0	0
1000891	O	Eff EIST NA Expiration Miles Use only with MX and Cummins engines	0	0
1002060	S	Air compressor: Cummins 18.7 CFM, Cummins, PACCAR PX engines.	0	0
1031130	S	Air Cleaner: Dry-type firewall mounted w/filter restriction indicator.	0	0
1105230	O	Fan Hub: Horton 2-Speed for ISL9, ISL-G, PX-8 or PX-9	409	0
1121200	S	Cooling module: 1000 square inches T170/T270/T370/T470. Includes metal surge tank on T170/T270/T370.	0	0
1160205	O	Bug screen: Front of grille on C500 ,T800, T880, and W900. Behind grille on T660, T680, and T300 (Medium Duty).	158	2
1247195	O	RH under cab SCR for PX-8, PX-9 w/single vertical RH SOC tailpipe.	2,335	101
1290136	O	Tailpipe: 5 in. single 36 in. 45 degree curved. For use with any Exhaust other than SCR Independent.	20	1
1323109	O	Fleetguard filter/Water separator FS1003 w/WIF (water in fuel) sensor. For PACCAR PX-8/PX-9 or Cummins ISL engines.	0	0
1504006	O	Block heater, PACCAR 1750 watt 120V for PX-6 and PX-7, 1000 watt for PX-8 and PX-9 or ISL9 engines .	107	2
1816260	S	Alternator: PACCAR 160 amp, brush type	0	0
1821220	S	Batteries: 2 PACCAR GP31 threaded post (700) 1400 CCA dual purpose.	0	0

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Model Number: T300 Series Conventional.
Quote/DTPO/CO: Q23620016
Version Number: 37.10

Data	Code	Description	\$ List	Weight
		12-VOLT LIGHT SYSTEM W/CIRCUIT PROTECTION		
1836100	S	Starter: PACCAR 12 volt electrical system. W/ centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0	0
1900082	O	Multi-function engine connector for body builder interface for Cummins.	42	0
1900976	O	Body Builder Control Harness coiled EOF for customer installed remote throttle and remote PTO controls. Harness includes Remote PTO control and Remote Throttle controls. T680/T880 models do not require 12-way engine connector sales codes. All other models require (1900082 or 1900084).	69	2
1901084	O	Body Builder Battery Power Prewire	80	2
Transmission & Clutch				
2011232	O	Transmission: Allison 3500RDS 6-speed w/PTO drive gear. 5th Gen Controls. Limited to 860 lb.-ft. Includes heat exchanger & oil level sensor. Rugged Duty Series for vocational applications. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions.	11,015	291
2406452	O	Driveline: 2 SPL170XL 1 centerbearing requires 3500057 interaxle driveline.	735	70
2409916	O	One heavy-duty centerbearing crossmember. This option upgrades an existing crossmember. The cost does not include the centerbearing and bracket. Crossmember location will be in accordance with Kenworth engineering standards, using the major components specified on the DTPO.	91	11
2410018	O	Torque converter included w/Allison Transmission.	0	0
2410203	O	Allison FuelSense Base: Includes EcoCal, 5th Gen Controls, and Dynamic Shift Sensing	0	0
2410244	O	J1939 Park Brake Auto Neutral	0	0
2429358	O	Rear transmission support springs for transmission PTO applications are required to ensure that engine flywheel housings are not overloaded when transmission PTO's are installed.	70	0
Front Axle & Equipment				
2504160	O	Front Axle 16,000 lbs. Dana Spicer D1600 Standard track includes cross brace reinforcement under cab	1,682	120
2603006	S	Front brakes included w/ front hub package.	0	0

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Complete

Model Number: T300 Series Conventional.
Quote/DTPO/CO: Q23620016
Version Number: 37.10

Data	Code	Description	\$ List	Weight
2703016	O	Front Brake:Bendix 16.5x6 air brake package for 16K non-driving front axle. Includes cast drums, iron 10-bolt hub pilot LMS hubs, hub caps, oil seals & slack adjusters. For use with 22.5 inch wheels	535	75
2864022	O	Front Springs: Taperleaf 14.6K w/ shock absorbers for use on 2010+ chassis only.	266	80
2895300	O	Dual power steering gears: 16K.	901	77
2899336	O	Power Steering Cooler: Radiator mounted air to oil 2007+ engines only. 2899362 is optional w/ 2006 or 2007 engines.	195	11
Rear Axle & Equipment				
3142160	U	Dual Meritor RT46-160 rear axle rated a t 46K.	10,794	500
3200617	O	Rear Axle Ratio - 6.17.	0	0
3300002	O	Dual rear brakes included w/rear hub package.	0	0
3401002	O	Dual 46K Air Brake package includes 16-1/2x7 in. brakes, cast drums, aluminum 10-bolt hub pilot hubs, slack adjusters and oil seals for use w/ 22.5 in. wheels.	0	0
3485207	O	Spring Brake: 3030 long stroke dual 30 square inches travel; replaces standard 2-1/2 in. travel. Helps keep brakes in adjustment longer.	38	4
3495226	S	Bendix 4S/4M anti-lock brake system.	0	0
3500057	O	Interaxle driveline 1 Dana SPL170XL	400	-4
3532130	O	Wheel Differential Lock for Dana Spicer axles DSP40/DSP41(P)/DSH40(P)/DSH44(P)/D40-155 forward rear axle & rear rear. Under Speed Interlock is standard on T680.	1,793	37
3742970	U	Rear suspension: Tandem Hendrickson HMX 460 46K.	5,896	500
3832315	O	Heavy-duty rear suspension crossmembers for RT403 or HAS402 replacing T3 standard.	15	15
Tires & Wheels				
4077535	O	Front tires: Bridgestone M860A 315/80R22.5 20PR. 42.8 in. diameter, all position. 19.9 in. SLR.	690	94
4238681	O	Rear tires: Goodyear G182 RSD11R22.5 14PR 42.1 in. diameter, all position. 19.6 in. SLR. Code is priced per pair of tires.	664	128
4900008	O	Rear Tire Quantity: 8	0	0
5042367	O	Front wheel: Accuride 29300 22.5x9 steel Steel Armor(TM) powder coat, hub pilot mount. 10000lb. maximum rating. 5-hand holes. Not air disc brake compatible.	398	80
5242285	O	Rear wheel: Accuride 50344 22.5x8.25 steel Steel Armor(TM) powder coat, hub pilot mount. Heavy-duty 5 hand-hole hub pilot mount. Code is priced per pair of wheels.	292	80

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Data	Code	Description	\$ List	Weight
5853906	O	Powder coat white steel wheel. Use in conjunction with front, dual front, rear, spare or lift axle wheel code(s). All wheels on chassis must have same finish color.	0	0
5900008	O	Rear Wheel/Rim Quantity: 8	0	0
Frame & Equipment				
6054410	O	Frame Rails: 10-5/8 x 3-1/2 x 5/16 in. Steel to 309 in. to 380 in. Truck frame weight is 2.91 lb.-in. per pair of rails. Section modulus is 14.80 cu.in., RBM is 1,776,000 in.-lbs per rail. 120,000 PSI yield. Heat treated. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	408	408
6141450	O	Full Steel Insert for 10-5/8 in. or 10-3/4 in. main rail. Insert length is 168 - 348 in. Adds 1,149,000 in.-lb to main rail RBM. Insert weight is 2.05 lb.-in. per pair of rails. Insert length is equal to wheelbase plus rear frame cutoff plus 20.7 in. forward of front axle.	1,694	697
6308715	O	Bumper: Aerodynamic Chrome Requires a bumper setting code.	427	0
6319409	S	40.9 in. Bumper setting. Requires a bumper code.	0	0
6321005	O	Removable Front Tow Hooks: 2.	254	15
6390103	S	Front mudflaps.	0	0
6404406	S	Battery box: Steel parallel under w/ aluminum diamond plate cover w/ step w/ aluminum step brackets.	0	0
6409901	O	Battery box location: LH Side.	0	0
6451059	O	T270/370 Non-polished 2010 or later DPF/SCR cover with cab access step assembly, RH under.	0	0
6490096	O	One bolted aluminum crossmember for center frame: Replacing T3 standard.	90	-11
6490098	O	One bolted aluminum crossmember for rear frame: Replacing T3 standard.	90	-11
6490430	O	One bolted rear cab crossmember: Replacing T3 standard.	128	17
6679995	O	Customer will install structural end-of-frame crossmember before vehicle is placed in service.	0	0
6742009	S	Square end-of-frame w/ o crossmember;non-towing.	0	0
Fuel Tanks & Equip				
7014075	O	Fuel Tank: 75 US gallon 22in. aluminum BOC replace. Class 8 fuel tank includes an anti-siphon device on the filler neck.	98	-36

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Data	Code	Description	\$ List	Weight
7722011	O	Small round DEF tank. 11 gallons of useable volume. The DEF tank will be located on the side you specified. If you have specific configuration or body builder concerns, please utilize the Custom Frame Layout option. Standard capacity is calculated by fuel capacity of the vehicle and will accommodate two diesel fill-ups for every DEF fill-up. For 1:1 DEF fuel fill ratio, add 7889204.	250	0
7889203	O	Standard DEF to fuel fill ratio: 2:1 or greater.	0	0
7889603	O	DEF tank location is on the RH.	0	0
7930075	O	Location: 75 gal fuel tank RH behind cab	0	0
Cab & Equipment				
8024310	S	Cab: Curved Glass Conventional. Cab includes aluminum & fiberglass fully hucked cab w/ all aluminum bulkhead doors & continuous stainless steel piano-style door hinges. Single electric horn standard. Incandescent exterior lights include diagnosable bulb detection and warning. Trailer cable on tractors includes integrity detection. Standard features include multiplex wiring for interior lights, automated pre-trip inspection, short and open check diagnostics. Warning alarm will sound when lights are left on.	0	0
8080137	O	Cab door bearing blocks, top & bottom.	27	0
8090310	S	Hood: Sloped aerodynamic hood includes grill & separate bumper.	0	0
8108010	S	Cab heater: W/integral defrosters & A/C 45,000 btu cab heater. No sleeper heater/AC. Includes 5 mode rotary control. T660 include filter media.	0	0
8201200	O	Adjustable telescoping tilt steering column.	444	10
8205021	U	Flip Valve,Piping:LG Flip Viv to Apply Front and	333	0
8208495	O	Two spare switches: Wired to power.	76	0
8282009	S	Instrument package: Includes speedometer, tachometer, fuel gauge, engine coolant temperature gauge, engine oil pressure, voltmeter. Class 8 also includes primary & secondary air reservoir gauges & an air application gauge. DEF level gauge and warning lamp are included with 2010+ engines. Engine hour meter and outside air temperature readouts are standard. Primary read out will be MPH. Add 8240620 to switch primary scale to KPH in Canada.	0	0
8330003	S	Cab interior: Pinnacle. Includes vinyl headliner & cab back panel, slate gray interior, dark slate gray seats, floormats, LH/RH inside sunvisor & door courtesy lights.	0	0
8410491	O	Driver seat: Kenworth Air cushion Plus HB Mordura Standard features includes 7 in. fore and aft slide adjustment w/isolator, 6-23 degree recline, air suspension with cover, dual armrests, and single chamber air lumbar support. Seat cushion is 20 inches wide w/ 2-position tilt and 2-position front cushion extension. Seat material has a horizontal stitch pattern and is 2-tone in color. Seat back is carpeted and includes a map pocket. Seat is manufactured by National. Includes inside visor and retractable 3-point matching seat belts. Grey seat belts.	132	2

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Data	Code	Description	\$ List	Weight
8478328	O	Rider seat: 2 man bench Mordura. Standard features include 34.5 in. wide 2-tone seat cushion w/ fixed base. Armrests are not available. Seat back is carpeted. Includes inside visor and retractable 3-point matching seat belts. Grey seat belts.	452	61
8490150	O	Seat color: Jet Black.	0	0
8496559	O	Driver and Rider Seat Belts: Orange Seat Belts. Replacing standard color.	42	0
8601420	O	Kenworth Radio with AM/FM/WB	261	4
8700083	O	Under-dash center console: W/2 cup holders, 1 ashtray, 1 lighter, 1 12V outlet & a storage compartment.	86	0
8700144	O	Dome lamp over driver door.	20	0
8700154	O	Self cancelling turn signal: W/head light dimmer switch.	21	0
8800200	S	Cab access contoured grabhandles, LH/RH.	0	0
8832115	O	DAYLITE DOOR: LH/RH INCL RH PEEPER WINDOW	0	0
8841303	O	Single Rectangular Air Horn 23 in. LH Top of Roof Includes Air Horn Cover.	153	6
8850235	O	Dual convex mirror 8.5 inch w/ offset mounting below regular mirror, and non-heated.	41	0
8850300	S	Look-Down, Pass. Door, Stainless 8.5x4.4	0	0
8866101	O	Mirror: Dual Prutsmann mirror 7 in. x 16 in. polished stainless steel, thermostatically controlled. switch located on door pad.	44	0
8869005	S	Mirror brackets 8-1/2 ft load width.	0	0
8879213	O	Electric-powered LH & RH door window lifts. Switch located on door.	111	0
8879911	O	Two corner & one rear cab stationary windows 17.5 in. x 16 in. (two) & 17 in. x 36 in. (one).	541	24
Lights & Instruments				
9010801	S	Headlamps: Halogen Projector Low Beam, Halogen Complex Reflector High Beam	0	0
9020164	S	Marker Lights: with small round base, Five cab roof mounted.	0	0
9030010	S	Turn Signal Lights: Mounted on fender	0	0
9039110	O	Turn Signal Flasher: Kysor solid state.	44	0
9058037	O	Switch & Wiring for Customer-installed Floodlight w/o electrical pass-through - 1st set. Wire coiled BOC/BOS.	105	0
9070138	S	Combination Stop, Tail, Turn & Backup Lights RH & LH.	0	0
9090126	O	Electric Backup Alarm: Meets SAE J994 & OSHA requirements.	103	4

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Data	Code	Description	\$ List	Weight
9090312	O	Body Builder Lighting Harness Coiled End Of Frame For Additional Customer Installed Exterior Lighting. Harness Includes Circuits for Additional Customer Installed Tail Lamps, Turn Lamps, Stop Lamps, and Marker Lamps.	76	0
9090845	O	Circuit Breakers: Replacing fuses. Does not apply to any 5-amp fuse box position. Breakers include stop/brake/turn, tail lamp, high & low beams, marker/clearance lamps, horn, fuel heat, gauges, air dryer, HVAC controls, panel lamps. Some circuits will remain fuses.	34	0
Air Equipment				
9101210	S	Air Dryer: Bendix AD-IS heated.	0	0
Extended Warranty				
9200022	S	Medium-duty Warranty: 1-year/unlimited mi.	0	0
Miscellaneous				
9409852	O	GHG Secondary Manufacturer: Does Not Apply	0	0
9490003	O	Additional lead time required for off highway & /or specialty component truck.	0	0
Paint				
9700000	O	Paint color number. N97020 A - L0006 WHITE N97200 FRAME N0001 BLACK	0	0
9943004	O	Bumper Unpainted	0	0
9943050	O	Day Cab Standard Paint	0	0
9944820	O	1 - Color Paint - Day Cab Color will be White if no other color is specified.	0	0
9965510	S	Base coat/clear coat. The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	0	0

Total Weight

13/88

Prices and Specifications Subject to Change Without Notice.

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CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: March 14, 2016

SUBJECT: Consideration of adopting an Ordinance approving the Petition from Eastlake, LLC, requesting Annexation and Rezoning of the 16.946 Acre Tracts, mores specifically, Tract 1 includes 16.246 Acres and Tract 2 includes 0.700 Acres to be known as The Grove on Kickapoo Creek, Seventh Addition, commonly located North of Ireland Grove Road and West of Township Road 2100 East.

RECOMMENDATION/MOTION: That Council adopt the Ordinance approving the petition and to annex and rezone the 16.246 acre tract, and authorize the Mayor and City Clerk to execute the necessary documents.

STRATEGIC PLAN SIGNIFICANCE: Goal 4.a. – Well-planned City with necessary services and infrastructure.

BACKGROUND: The City Council approved an annexation agreement by and between the City of Bloomington, Deneen Bros. Farms L.L.C., Richard A. Searls Jr., Thomas J. Searls, Richard A. Searls III, Stephen J. Searls, John D. Searls, and Eastlake L.L.C. on September 26, 2005. The proposed annexation and rezoning is in accordance with this agreement The proposed annexation area is immediately East of the Grove on Kickapoo Creek 5TH Addition and will contain Forty-five residential lots and right-of-way for the extension of Willow Creek Road and Staghorne Way and right-of-way for Red Maple Court.

ALDERMANIC COMMITTEE BACKGROUND: None

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: All of the required public hearings on the Annexation Agreement were held by the Bloomington Planning Commission and City Council in September of 2005.

FINANCIAL IMPACT: The future residential properties will generate property tax revenue and annexation fees. There are revenues and costs associated with the entire Grove on Kickapoo Creek Development that are detailed in the approved annexation agreements, and are triggered by construction of utilities or final platting.

Respectfully submitted for Council consideration.

Prepared by: Wardney F. Snarr, PE, Project Engineer

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

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by:

Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Ordinance
- Petition

Motion: That Council adopt the Ordinance approving the petition and to annex and rezone the 16.246 acre tract, and authorize the Mayor and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2016-_____

**AN ORDINANCE ANNEXING CERTAIN TERRITORY AS HEREINAFTER
DESCRIBED TO THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS
AND FOR REZONING**

WHEREAS, the City of Bloomington, Illinois (“City”) is an Illinois home rule municipal corporation existing under the laws of the State of Illinois; and

WHEREAS, the real estate depicted by the Annexation Plat prepared by Brent A. Bazan, Illinois Professional Land Surveyor No. 3715 of the Farnsworth Group on August 28, 2015, and legally described in Exhibit A, attached hereto and incorporated herein, (hereinafter “Property”) is the subject of a certain Annexation Agreement detailed below; and

WHEREAS, the City of Bloomington entered a certain Annexation Agreement dated April 21, 2005, which is by and between the City and Deneen Brothers Farms, LLC. Richard A. Searls, Jr., Thomas J. Searls, Richard A Searls, III, Stephen J. Searls, John D. Searls and Eastlake LLC, and said Annexation Agreement was recorded with the Recorder of Deeds for McLean County, Illinois on September 8, 2006, as Document Number 2006-00011501; and

WHEREAS, said Annexation Agreement provides for rezoning of the Property and the Bloomington Planning Commission, after proper notices were given, conducted Public Hearings on the proposed rezoning and recommended same; and

WHEREAS, the Property was also the subject of a certain Petition for Zoning Map Amendment filed by Eastlake, LLC, and related City of Bloomington, Illinois, Ordinance No. 2011-59 (hereinafter referred to as “2011 Ordinance Rezoning the Gove on Kickapoo Creek Subdivision”) providing that the premises will include “R-1C Single Family Residence District” zoning under the provisions of Chapter 44 of the Bloomington City Code-1960, as amended; and

WHEREAS, the City Council of the City of Bloomington, after proper notices were given, conducted Public Hearings on the Annexation Agreement and 2011 Ordinance Rezoning the Grove on Kickapoo Creek Subdivision; and

WHEREAS, the City Council of the City of Bloomington has determined that the proposed zoning, as established in the Annexation Agreement and 2011 Ordinance Rezoning the Grove on Kickapoo Creek Subdivision follows the general comprehensive plan and development theme heretofore established by the corporate authorities of the City of Bloomington and should be placed in effect as to said Property upon the annexation of same, all as by Statute specifically provided; and

WHEREAS, the Village is authorized to annex the Unincorporated Parcel pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-1; and

WHEREAS, the City Council of said City has the power to pass this Ordinance to annex and rezone the Property described in Exhibit A.

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

SECTION 1. The recitals set forth above are hereby incorporated into this Section 1 as if fully set forth herein.

SECTION 2. That the City Council of the City of Bloomington, Illinois, determines that the Property described in the attached Exhibit A is not within the confines of any municipality of the State of Illinois, but it is however, contiguous to the City of Bloomington.

SECTION 3. That the Property described in this Ordinance is hereby annexed to and does by said Ordinance become a part of the incorporated City of Bloomington, McLean County, Illinois and that the boundary of said City is hereby changed to include the real estate described herein.

SECTION 4. The City Clerk shall be, and is hereby, authorized and directed to record in the Office of the McLean County Clerk promptly after the effective date of this Ordinance, a certified copy of this Ordinance, including an accurate map of the annexed territory in compliance with Section 7-1-8 of the Municipal Code, and any other documents as required by law including affidavits of service as may be required by law. The City Clerk shall be, and is hereby, authorized and directed to notify the Election Authorities, as defined in Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1, and the United States Post Office branches serving the Property of the annexation by registered or certified mail within 30 days after the effective date of this Ordinance. A document of annexation shall also be filed with the County Clerk as required by law.

SECTION 5. That the real estate described in Exhibit A shall be and the same is hereby rezoned from Agricultural District ("A") to Single Family Residence District ("R-1C") in accordance with the Annexation Agreement referred to above and incorporated herein.

SECTION 6. The Official Zoning Map of the said City shall be amended to reflect this change in zoning classification.

SECTION 7. This Ordinance shall take effect immediately upon passage and approval and shall be in full force.

PASSED this 14TH day of March, 2016.

APPROVED this ____ day of March, 2016.

CITYOF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

APPROVED AS TO FORM

Jeffrey R. Jurgens, Corporation Counsel

**EXHIBIT A
LEGAL DESCRIPTION**

Tract 1:

A part of the Southeast Quarter and the Northeast Quarter of Section 9, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows:

Beginning at the Northeast Corner of a 7.50 acre parcel of land conveyed to Rebecca Fish-White by deeds recorded December 7, 2005 as Document No. 2005-36869 and 2005-36870 in the McLean County Recorder's Office. From said Point of Beginning, thence north 1368.88 feet along the East Lines of said Southeast Quarter and said Northeast Quarter which form an angle of 90°-00'-00" as measured from west to north with the North Line of said 7.50 acre parcel to the Southeast Corner of the Northeastern Portion of The Grove on Kickapoo Creek Stream Restoration in the City of Bloomington, Illinois, according to the plat recorded as Document No. 2012-19531 in said Recorder's Office; thence west 238.09 feet along the Southerly Line of said Northeastern Portion of The Grove on Kickapoo Creek Stream Restoration which forms an angle to the right of 90°-00'-00" with the last described course; thence southwest 407.68 feet along the Southeast Line of the Northeastern Portion of Lot 1 in said The Grove on Kickapoo Creek Stream Restoration which forms an angle to the right of 133°-13'-09" with the last described course to the Northernmost Corner of Lot 416 in The Grove on Kickapoo Creek Fifth Addition according to the plat recorded as Document No. 2013-30023 in the said Recorder's Office; thence southeast 300.00 feet along the Northeast Lines of said Lot 416, Willow Creek Road and Lot 415 in said Fifth Addition which form an angle to the right of 90°-00'-00" with the last described course to the easternmost corner of said Lot 415; thence southwest 17.35 feet along the Southeast Line of said Lot 415 which forms an angle to the right of 270°-00'-00" with the last described course to a Point of Curvature; thence southwest 11.30 feet along the Southeast Line of said Lot 415 being the arc of a curve concave to the southeast with a radius of 152.00 feet and the 11.30 foot chord of said arc forms an angle to the right of 177°-52'-14" with the last described course to a Point of Tangency; thence southwest 278.40 feet along the Southeast Lines of Lots 415 through 412, inclusive, in said Fifth Addition which form an angle to the right of 177°-52'-14" with the last described chord to the Easternmost Corner of Lot 411 in said Fifth Addition being a Point of Curvature; thence southwest 126.59 feet along the Southeast Line of said Lot 411 and the Southeast Line of Lot 410 in said Fifth Addition being the arc of a curve concave to the northwest with a radius of 452.00 feet and the 126.18 foot chord of said arc forms an angle to the right of 188°-01'-25" with the last described course to a Point of Tangency; thence southwest 278.34 feet along the Southeast Lines of Lot 410 through Lot 407, inclusive, in said Fifth Addition which form an angle to the right of 188°-01'-25" with the last described chord to the Southernmost Corner of said Lot 407; thence southeast 180.00 feet along the Northeast Line of Lot 395 and the Northeast Line of Staghorne Way in said Fifth Addition which forms an angle to the right of 90°-00'-00" with the last described course to the Easternmost Corner of said Staghorne Way; thence southwesterly 16.80 feet along the Southeasterly Line of said Staghorne Way being the arc of a curve concave to the southeast with a radius of 35.00 feet

and the 16.63 foot chord of said arc forms an angle to the right of $256^{\circ}-15'-10''$ with the last described course to the Northwest Corner of Lot 394 in said Fifth Addition; thence southeast 130.82 feet along the Northerly Line of said Lot 394 which forms an angle to the right of $76^{\circ}-15'-10''$ with the last described chord to the Northeast Corner thereof; thence south 162.62 feet along the East Lines of Lot 394 through Lot 392, inclusive, in said Fifth Addition which form an angle to the right of $242^{\circ}-29'-12''$ with the last described course to the Northwest Corner of said 7.50 acre parcel of land conveyed to Rebecca Fish-White; thence east 605.00 feet along the North Line of said Tract of Land which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course to the Point of Beginning, containing 16.246 acres, more or less.

Tract 2:

All of Township Road 2100 East lying east of and adjacent to the Easternmost Line of said Tract 1 containing 0.7 acre, more or less.

65 ILCS 5/7-1-8
PETITION FOR ANNEXATION AND REZONING
PURSUANT TO THE TERMS OF AN ANNEXATION AGREEMENT
(65 ILCS 5/11-15.1-1)

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

NOW COMES **EASTLAKE, L.L.C.**, an **Illinois Limited Liability Company** (the "Petitioner"), hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That the Petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described on Exhibit A, which is attached hereto and made a part hereof by reference (the "Premises").
2. That the Premises are not within the corporate limits of any municipality but are contiguous with the corporate limits of the City.
3. That no electors reside on said tract.
4. That said Premises presently have a zoning classification of A (Agricultural) under the provisions of the McLean County Zoning Ordinance.
5. That the Premises is the subject of an Annexation Agreement dated April 21, 2005, by and between the City of Bloomington, McLean County, Illinois, a Municipal Corporation (hereinafter, the "City"), and Deneen Brothers Farms, LLC, Richard A. Searls, Jr., Thomas J. Searls, Richard A. Searls, III, Stephen J. Searls, John D. Searls, and the Petitioner.
6. That the Premises is the subject of City of Bloomington Ordinance No. 2011-59, dated December 12, 2011, providing that the premises will include "R-1C Single Family Residence District" zoning under the provisions of Chapter 44 of the Bloomington City Code – 1960, as amended.
7. That the Annexation Plat prepared on August 28, 2015, by Brent A. Bazan, Illinois Professional Land Surveyor No. 3715, is attached hereto and made a part hereof as Exhibit B.
8. That the Petitioner hereby requests that the Honorable Mayor and City Council of the City of Bloomington, McLean County, Illinois, annex said Premises to said City, and amend the Official Zoning Map of said City to reclassify said Premises into the zoning district classification set forth therein.

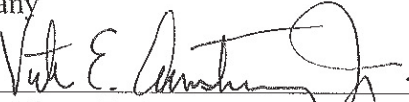
WHEREFORE, your Petitioner respectfully prays that said Premises be annexed to the City of Bloomington, McLean County, Illinois, and that the Official Zoning Map of the City of Bloomington, McLean County, Illinois, be amended by changing the zoning classification of the Premises into the zoning classifications set forth in the Annexation Agreement and Ordinance No. 2011-59.

DATED this 1st day of ~~January~~^{February}, 2016.

PETITIONER:

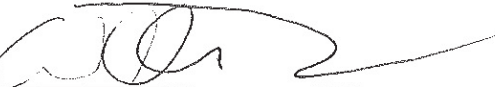
EASTLAKE, L.L.C., an Illinois Limited Liability Company

By:



Victor E. Armstrong, Jr., Its President

Attest:



William C. Doud, Its Secretary

Prepared By:

Elizabeth B. Megli
Livingston, Barger, Brandt & Schroeder, LLP
115 W. Jefferson Street
Suite 400
Bloomington, IL 61701
Telephone: (309) 828-5281
Facsimile: (309) 827-3432
emegli@lbbs.com

EXHIBIT A

Tract 1:

A part of the Southeast Quarter and the Northeast Quarter of Section 9, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows:

Beginning at the Northeast Corner of a 7.50 acre parcel of land conveyed to Rebecca Fish-White by deeds recorded December 7, 2005 as Document No. 2005-36869 and 2005-36870 in the McLean County Recorder's Office. From said Point of Beginning, thence north 1368.88 feet along the East Lines of said Southeast Quarter and said Northeast Quarter which form an angle of $90^{\circ}-00'-00''$ as measured from west to north with the North Line of said 7.50 acre parcel to the Southeast Corner of the Northeastern Portion of The Grove on Kickapoo Creek Stream Restoration in the City of Bloomington, Illinois, according to the plat recorded as Document No. 2012-19531 in said Recorder's Office; thence west 238.09 feet along the Southerly Line of said Northeastern Portion of The Grove on Kickapoo Creek Stream Restoration which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course; thence southwest 407.68 feet along the Southeast Line of the Northeastern Portion of Lot 1 in said The Grove on Kickapoo Creek Stream Restoration which forms an angle to the right of $133^{\circ}-13'-09''$ with the last described course to the Northernmost Corner of Lot 416 in The Grove on Kickapoo Creek Fifth Addition according to the plat recorded as Document No. 2013-30023 in the said Recorder's Office; thence southeast 300.00 feet along the Northeast Lines of said Lot 416, Willow Creek Road and Lot 415 in said Fifth Addition which form an angle to the right of $90^{\circ}-00'-00''$ with the last described course to the easternmost corner of said Lot 415; thence southwest 17.35 feet along the Southeast Line of said Lot 415 which forms an angle to the right of $270^{\circ}-00'-00''$ with the last described course to a Point of Curvature; thence southwest 11.30 feet along the Southeast Line of said Lot 415 being the arc of a curve concave to the southeast with a radius of 152.00 feet and the 11.30 foot chord of said arc forms an angle to the right of $177^{\circ}-52'-14''$ with the last described course to a Point of Tangency; thence southwest 278.40 feet along the Southeast Lines of Lots 415 through 412, inclusive, in said Fifth Addition which form an angle to the right of $177^{\circ}-52'-14''$ with the last described chord to the Easternmost Corner of Lot 411 in said Fifth Addition being a Point of Curvature; thence southwest 126.59 feet along the Southeast Line of said Lot 411 and the Southeast Line of Lot 410 in said Fifth Addition being the arc of a curve concave to the northwest with a radius of 452.00 feet and the 126.18 foot chord of said arc forms an angle to the right of $188^{\circ}-01'-25''$ with the last described course to a Point of Tangency; thence southwest 278.34 feet along the Southeast Lines of Lot 410 through Lot 407, inclusive, in said Fifth Addition which form an angle to the right of $188^{\circ}-01'-25''$ with the last described chord to the Southernmost Corner of said Lot 407; thence southeast 180.00 feet along the Northeast Line of Lot 395 and the Northeast Line of Staghorne Way in said Fifth Addition which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course to the Easternmost Corner of said Staghorne Way; thence southwesterly 16.80 feet along the Southeasterly Line of said Staghorne Way being the arc of a curve concave to the southeast with a radius of 35.00 feet and the 16.63 foot chord of said arc forms an angle to the right of $256^{\circ}-15'-10''$ with the last described course to the Northwest Corner of Lot 394 in said Fifth Addition; thence southeast 130.82 feet along the Northerly Line of said Lot 394 which forms an angle to the right of $76^{\circ}-$

15'-10" with the last described chord to the Northeast Corner thereof; thence south 162.62 feet along the East Lines of Lot 394 through Lot 392, inclusive, in said Fifth Addition which form an angle to the right of $242^{\circ}-29'-12''$ with the last described course to the Northwest Corner of said 7.50 acre parcel of land conveyed to Rebecca Fish-White; thence east 605.00 feet along the North Line of said Tract of Land which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course to the Point of Beginning, containing 16.246 acres, more or less.

Tract 2:

All of Township Road 2100 East lying east of and adjacent to the Easternmost Line of said Tract 1 containing 0.7 acre, more or less.

EXHIBIT B
[See Attached]

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

KNOW ALL MEN BY THESE PRESENTS, that EASTLAKE, L.L.C., an Illinois Limited Liability Company, hereby certifies that it is the owner of the premises described on Exhibit A, attached hereto and incorporated herein, which is the subject of a certain Petition for Annexation to the City of Bloomington, McLean County, Illinois, and for Amendment of the Zoning Map of the City of Bloomington, McLean County, Illinois, which is depicted by the Annexation Plat prepared by Brent A. Bazan, Illinois Professional Land Surveyor No. 3715, on August 28, 2015

IN WITNESS WHEREOF, I have hereunto set my hand this 1 day of ^{February} January, 2016.

EASTLAKE, L.L.C., an Illinois Limited Liability Company

By: Victor E. Armstrong, Jr.
Victor E. Armstrong, Jr., Its President

NOTARY CERTIFICATE

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

I, Elizabeth B. Megli, a Notary Public in and for the county and state aforesaid, do hereby certify that Victor E. Armstrong, Jr., President of Eastlake, L.L.C., an Illinois Limited Liability Company, personally known to be the same person whose name is subscribed to the foregoing Owner's Certificate, appeared before me this day, in person, and acknowledged the execution of this Owner's Certificate as his free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1 day of ^{February} January, 2016.

Shelly R. Devore
Notary Public

My commission expires 2/14/2017.





Illinois Historic
Preservation Agency

1 Old State Capitol Plaza • Springfield, Illinois 62701-1507 • Teletypewriter Only (217) 524-7128

RECEIVED

APR 13 2005

FARNSWORTH GROUP

Voice (217) 782-4836

McLean County
Bloomington

PLEASE REFER TO: IHPA LOG #011083004

11ML449, 11ML450, 11ML451, 11ML452, 11ML453, 11ML454, 11ML455, 11ML456, 11ML457, 11ML458, 11ML459,
11ML460, 11ML461, 11ML462, 11ML463, 11ML464, 11ML465, 11ML466, 11ML467, 11ML468, 11ML469, 11ML470,
11ML471

East Ireland Grove Development/ Bloomington East & Holder, Sections:9 and 16-Township:23N-Range:3E

FARNSWORTH, IEPA-PWS, IEPA-WPC
Development of a Parcel of Land/East Ireland Grove Development

April 12, 2005

Neil Finlen
Farnsworth Group, Inc.
2709 McGraw drive
Bloomington, IL 61704

Dear Mr. Finlen:

Acre(s): 475 Site(s): 23
Archaeological Contractor: PSAP/Kreisa

Thank you for submitting the results of the archaeological reconnaissance. The Illinois Historic Preservation Agency is required by the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420, as amended, 17 IAC 4180) to review all state funded, permitted or licensed undertakings for their effect on cultural resources.

Our staff has reviewed the archaeological Phase I reconnaissance report performed for the project referenced above. The Phase I survey and assessment of the archaeological resources appear to be adequate. Accordingly, we have determined, based upon this report, that with the exception of site 11ML467, no significant historic, architectural, and archaeological resources are located in the surveyed area.

It is our understanding that a 10-acre tract containing site 11ML467 will be set aside, and will not be developed.

According to the information you have provided concerning your proposed project, apparently there is no federal involvement in your project. However, please note that the state law is less restrictive than the federal cultural resource laws concerning archaeology, therefore if your project will use federal loans or grants, need federal agency permits, use federal property, or involve the assistance of federal agencies then your project must be reviewed under the National Historic Preservation Act of 1966, as amended.

Please retain this letter in your files as evidence of compliance with the Illinois State Agency Historic Resources Preservation Act.

Sincerely,

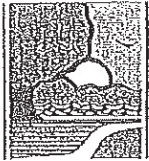
Anne E. Haaker

Anne E. Haaker
Deputy State Historic
Preservation Officer
AEH:DJH

cc: Paul P. Kreisa, Ph.D., Public Service Archaeology Program

BLOOMINGTON EAST AND HOLDER QUADRANGLES
MCLEAN COUNTY - ILLINOIS
7.5 MINUTE SERIES (TOPOGRAPHIC) 1998, 1981

Figure 1. Location of project area.



Illinois Department of
Natural Resources

One Natural Resources Way, Springfield 62702-1270
<http://dnr.state.il.us>

Dept. of Natural Resources

RECEIVED

AUG 03 2004

OREP
Resource Review & Coord.

Rod R. Blagojevich, Governor

Joel Brunevold, Director

CONSULTATION AGENCY ACTION REPORT

(Illinois Administrative Code Title 17 Part 1075)

Division of Resource Review and Coordination

DEC 5 11:04 AM '04

EIG-R

Date Submitted: 7/30/04
If this is a resubmittal, include previous
IDNR response if available.

FOR DEPARTMENT USE ONLY
PROJECT CODE: 080490 DUE DATE: 9/2/04

Applicant: Farnsworth Group (Neil Finlen)
Contact Person: Jon Johnston
Applicant Address: 2709 McGraw Drive
Bloomington, IL 61704

Phone: 309/663-8435
Fax: 309/663-1571
Email: Jjohnston@f-w.com

LOCATION OF PROPOSED ACTION
A MAP SHOWING LOCATION OF PROPOSED ACTION IS REQUIRED

Project Name: East Ireland Grove Development County: McLean
Project Address (if available):
City, State, Zip: Bloomington, IL 61704
Township/Range/Section (e.g. T45N, R9E, S2): 23 N / 3 E / 9 & 16
Brief Description of Proposed Action: Future Development.

Projected Start Date and End Date of Proposed Action: Start: 9/1/04 End: 12/31/05
Will state funds or technical assistance support this action? [Yes | No] If Yes, the Interagency Wetland Policy Act may apply.
Contact funding agency or this Division for Details

Local/State Agency with Project Jurisdiction: IEPA
Contact: Jerry Kuhn
Address: 1021 N. Grand East
Springfield, IL 62794

Phone: 217-782-1724
Fax: 217-782-0075

FOR DEPARTMENT USE ONLY

Are endangered/threatened species of Natural Areas present in the vicinity of the action?
Could the proposed action adversely affect the endangered/threatened species or Natural Area?
Is consultation terminated? YES
Comments:

NO
NO

Evaluated by:

Heather C. Ryan
Division of Resource Review & Coordination (217)785-5500

8/13/04
Date

CITY OF
Bloomington ILLINOIS
CONSENT AGENDA ITEM NO. 7G

FOR COUNCIL: March 14, 2016

SUBJECT: Consideration of adoption of an ordinance for Case SP-01-16 Petition requesting approval of a Special Use Permit for a noncommercial parking lot in the R-2 Mixed Residential District for the property located at 900 and 901 N Roosevelt Ave.

RECOMMENDATION/MOTION: That an ordinance be adopted for Case SP-01-16 for the Special Use Permit for a noncommercial parking lot in the R-2 Mixed Residential District on the properties located at 900 and 901 N Roosevelt Ave., and that the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: The Special Use Permit is linked to: **Goal 4. Strong Neighborhoods:** (d) improved neighborhood infrastructure.

STRATEGIC PLAN SIGNIFICANCE: The Special Use Permit for noncommercial parking lot encourages improved neighborhood infrastructure because the parking lot will reduce the amount of on-street parking from Bent Elementary School faculty and staff.

BACKGROUND:

The subject site is commonly known as 900 and 901 N. Roosevelt Ave. and is located at the intersection of North Roosevelt Avenue and West Walnut Street, near Bent Elementary School. Two vacant and dilapidated houses currently occupy the site. The petitioner proposes to demolish the existing houses and construct an 18 space noncommercial parking lot (approximately 5,525 square feet) to be used by Bent School faculty and staff. The parking lot requires a special use permit since the property is currently zoned residential. The site plan for the proposed parking lot shows compliance with landscaping/screening provisions of the City's Code. Additionally, on February 17, 2016, the Zoning Board of Appeals granted the petitioner two (2) variances, one for a reduced setback and one allowing parking in a front yard, which will allow the petitioner to achieve the desired amount of parking spaces if Council approves the Special Use petition.

The subject site and the surrounding neighborhood were originally established as single-family dwellings. Over the years, the neighborhood changed to accommodate multiple family dwellings, increasing the amount of on-street parking. Bent Elementary School is landlocked and faculty and staff must park on the street. Over the years, the City has received complaints about on-street parking here due to traffic flow problems and the inability of trucks, garbage trucks and snow plows to easily serve the neighboring properties as well as the school. The petitioner is proposing to provide off-street parking to be used by faculty and staff, reducing traffic congestion and ultimately increasing access and pedestrian visibility for motorists.

ZONING BOARD OF APPEALS

This case was before the Zoning Board of Appeals for a public hearing and review on February 17, 2016. Two citizens, outside of the applicant, expressed support for the Special Use petition; one spoke in favor and one shared support via email. One citizen expressed opposition to the petition via email. The Board recommended approval by unanimous vote, 5-0.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:

Public notice was published in the Pantagraph in accordance with City Code. In accordance with the Zoning Code (Ordinance No. 2006-137) courtesy copies of the Public Notice were mailed to approximately 118 property owners within 500 feet. In addition, a public notice/identification sign was posted on the property.

FINANCIAL IMPACT: The properties formerly a single family home and a multi-family building. District #87 acquired both properties in December 2015. District #87 may consider to apply for tax exempt status, resulting in a potential property tax loss for the city. However, the current assessed value of both properties is approximately \$36,000, the loss for the City would be modest, approximately \$500.00.

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by: Tom Dabareiner AICP, Community Development Director

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst
Carla Murillo, Budget Manager

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

Recommended by:



David A. Hales
City Manager

Attachments:

- Ordinance for Special Use Permit
- Exhibit A-Legal Description
- Petition
- Site Plan
- Zoning Board of Appeals Staff Report for 2-17-16
- Zoning Board of Appeals Draft Minutes for 2-17-16
- Notice for Neighborhood Property Owners notified of hearing

Motion: That an ordinance be adopted for Case SP-01-16 for the Special Use Permit for a noncommercial parking lot in the R-2 Mixed Residential District for the property located at 900 and 901 N Roosevelt Ave., and authorize the Mayor and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2016-__

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A

Noncommercial parking lot in the R-2 District

FOR PROPERTY LOCATED AT: 900 & 901 N. Roosevelt

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting a Special Use Permit for a noncommercial parking lot in the R-2 District for certain premises hereinafter described in Exhibit(s) A; and

WHEREAS, the Bloomington Board of Zoning Appeals, after proper notice was given, conducted a public hearing on said petition; and

WHEREAS, the Bloomington Board of Zoning Appeals, after said public hearing made findings of fact that such Special Use Permit would comply with the standards and conditions for granting such special permitted use for said premises as required by Chapter 44, Section 44.10-3C of the Bloomington, City Code, 1960 as amended; and

WHEREAS, the City Council of the City of Bloomington has the power to pass this Ordinance and grant this special use permit.

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

1. That the Special Use Permit for a noncommercial parking lot on the premises hereinafter described in Exhibit(s) A shall be and the same is hereby approved.
2. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 14th day of March, 2016.

APPROVED this _____ day of _____, 20____.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

APPROVED AS TO FORM

Jeffrey R. Jurgens, Corporation Counsel

EXHIBIT A
LEGAL DESCRIPTIONS

900 N. Roosevelt Avenue, Bloomington, Illinois 61701

The South 44 feet of Lot 14 in Block 3 in Allin, Gridley and Pricketts Addition to the City of Bloomington in McLean County, Illinois;

PIN: 21-04-126-009

901 N. Roosevelt Avenue, Bloomington, Illinois 61701,

The South 22 feet of Lot 11 and Lot 14, except the South 44 feet thereof, in Block 3 in Allin, Gridley and Pricketts Addition to the City of Bloomington in McLean County, Illinois;

PIN: 21-04-126-008

ROUTE SLIP-APPROVAL OF SPECIAL USE

Date Rec'd: 7/22/10
Council of: _____

PETITION FOR SPECIAL USE FOR PROPERTY LOCATED AT:

900 & 901 N. Roosevelt Ave.

PETITIONER: Bloomington Public School District #87

ATTORNEY: John Pratt

ATTY. PHONE: 309-828-2302

DOCUMENTS SUBMITTED: CHECK IF YES

Petition X *Rg*

Ordinance X

Legal Description X *Rg*

Original Site Plan & 21 copies X

Filing Fee Pd. (\$125.00) X

Recording Fee Pd. (\$24.00) X

Documents on Disk X *N/A*

*****Processing of Petition*****

Development/Staff Meeting (date) _____ Brd of Zoning Appeals (date) 7/17/10

Date sent to Pantagraph _____ (15 day notice)

Publication Date _____

Publication Fee \$ _____ billed date _____ date pd. _____

Date thirteen (13) copies of site plan & one (1) copy of documents sent to PACE _____

Date taken to County Recorder's Office _____

NOTES: _____

PETITION FOR A SPECIAL USE PERMIT

FOR PROPERTY LOCATED AT

900 AND 901 N. ROOSEVELT, BLOOMINGTON, ILLINOIS

State of Illinois)
)ss.
County of McLean)

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

Now comes the BLOOMINGTON PUBLIC SCHOOLS, DISTRICT 87, BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, hereinafter referred to as your Petitioner, respectfully representing and requesting as follows:

1. That your Petitioner is the owner of the freehold estate of the premises hereinafter legally described in Exhibit A, which is attached hereto and made a part hereof by this reference;
2. That said premises presently has a zoning classification of R-2 under the provisions of Chapter 44 of the Bloomington City Code, 1960;
3. That under the provisions of Chapter 44, Section 44.6-30 of said City Code Parking Lots, are allowed as a special use in a R-2 zoning district;
4. That the establishment, maintenance, or operation of said special use on said premises will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
5. That said special use on said premises will not be injurious to the use and enjoyment of other property in the immediate vicinity of said premises for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
6. That the establishment of said special use on said premises will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the R-2 zoning district;
7. That the exterior architectural treatment and functional plan of any proposed structure on said premises will not be so at variance with either the exterior architectural treatment and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood adjacent to said premises;

8. That adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided to said premises for said special permitted use;
9. That adequate measures have been or will be taken to provide ingress and egress to and from said premises so designed as to minimize traffic congestion in the public streets; and
10. That said special permitted use on said premises shall, in all other respects, conform to the applicable regulations of the R-2 zoning district in which it is located except as such regulations may, in each instance, be modified by the City Council of the City of Bloomington pursuant to the recommendations of the Bloomington Board of Zoning Appeals.

WHEREFORE, your Petitioner respectfully prays that said special use for said premises be approved.

Respectfully submitted,

BLOOMINGTON PUBLIC SCHOOLS,
DISTRICT 87, BLOOMINGTON,
MCLEAN COUNTY, ILLINOIS

By: 
Barry M. Reilly, Superintendent

BENT SCHOOL
PARKING LOT
#00 & 901
N. ROOSEVELT AVE.

BLOOMINGTON, ILLINOIS

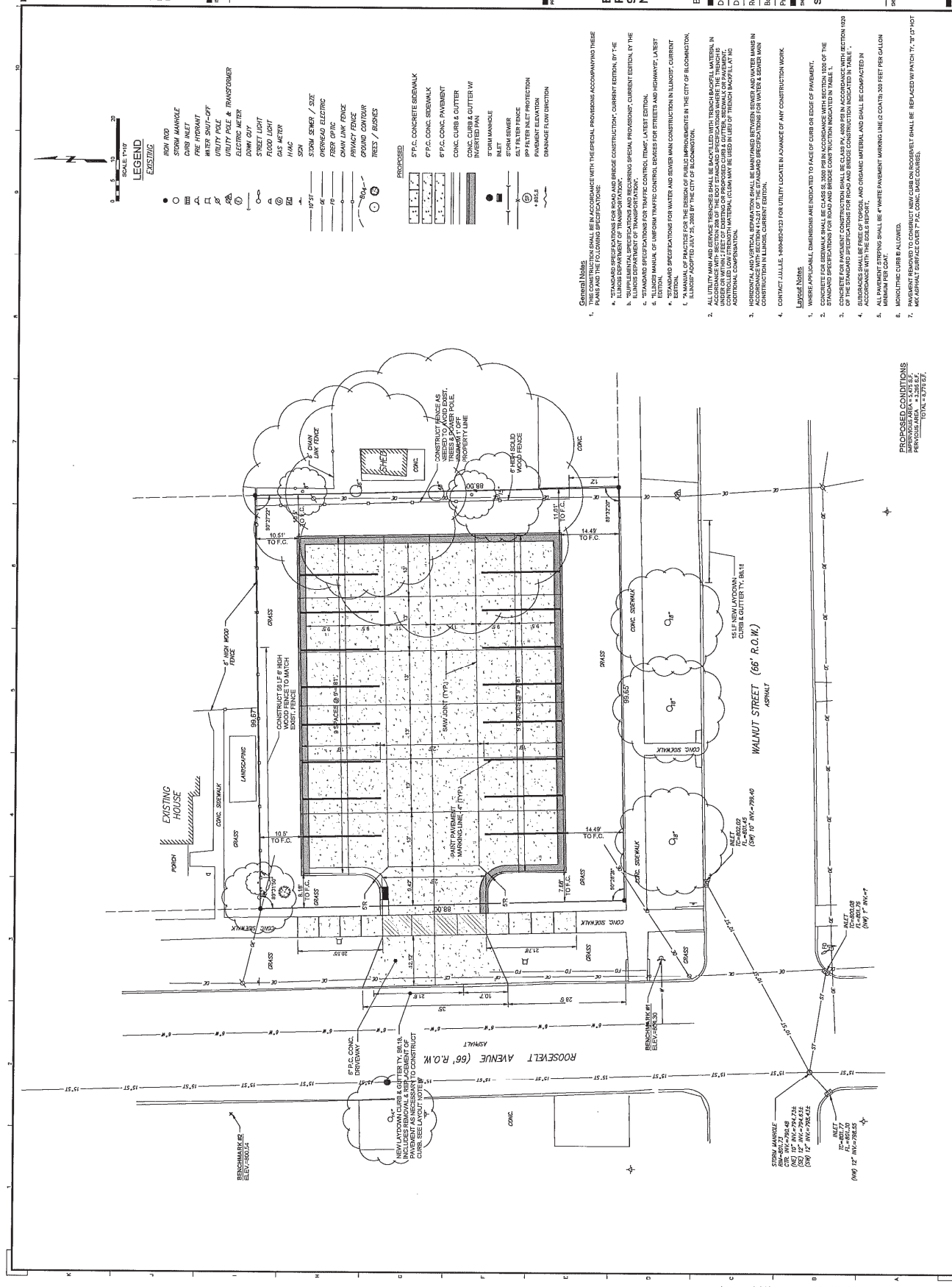
date:	12-29-15
Design/Drawn:	DJM
Reviewed:	DLA
Book No.:	2768/95
Field:	12-3-15
Project No.:	0151412.00

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[illegible]

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**CITY OF BLOOMINGTON
REPORT FOR THE BOARD OF ZONING APPEALS
FEBRUARY 17, 2016**

SUBJECT:	TYPE:	SUBMITTED BY:
SP-01-16 900 & 901 N Roosevelt	Special Use to allow a noncommercial parking lot in an R-2, Mixed Residential District.	Katie Simpson City Planner

REQUEST

The petitioner is seeking a special use to allow a noncommercial parking lot in a R-2, Mixed Residential District.

NOTICE

The application has been filed in conformance with applicable procedural and public notice requirements.

GENERAL INFORMATION

Owner and Applicant: Bloomington Public School, District 87

PROPERTY INFORMATION

Existing Zoning: R-2 Mixed Residential
 Existing Land Use: Single-family dwelling (900 N. Roosevelt) and multiple-family dwelling (901 N. Roosevelt). Both properties are currently vacant.
 Property Size: Approximately 8,712 square feet
 PIN: 21-04-126-009; 21-04-126-008

Surrounding Zoning and Land Uses

Zoning

North: R-2, Mixed Residential District
 South: R-2, Mixed Residential District
 East: R-2, Mixed Residential District
 West: S-2, Public Lands and Institutions District

Land Uses

North: Single-family home
 South: Two-family home
 East: Single-family home
 West: Horatio G. Bent Elementary School

Analysis

Submittals

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

1. Application for Special Use
2. Site Plan
3. Aerial photographs
4. Site visit

PROJECT DESCRIPTION

The subject site is commonly known as 900 & 901 N. Roosevelt Ave located east of Horatio G. Bent Elementary School (Bent School), north of W. Walnut Street and west of N. Madison Street. The properties were formerly used a single and multiple-family dwelling at 900 & 901 N. Roosevelt, respectively, and both are currently vacant. Surrounding uses in the area include single and multiple-family housing and Bent School.

The petitioner is proposing to demolish the existing houses on both properties and construct an eighteen (18) space, noncommercial parking lot (approximately 5,525 square feet) to be used by Bent School Staff. Bent School currently serves 416 students, and has 60 faculty and staff. Faculty, staff and parents currently rely on on-street parking along W. Walnut Street, N. Roosevelt Street, N. Lee Street, and W. Empire Street. W. Empire Street and N. Lee Street are state routes used frequently by large trucks. The proposed parking lot would reduce the number of faculty and staff vehicles parked along the street, and improve overall traffic flow surrounding the school.

Over the years, the City has received complaints about on street parking here due to traffic flow problems, and the inability of trucks and garbage trucks to easily serve the neighboring properties as well as the school.

Analysis

The subject properties are located in a R-2, Mixed Residential District, and a special use permit is needed for a noncommercial parking lot in this district. In addition to the Special Use Standards outlined in 44.10-3C, there are additional requirements for a parking lot as a special use explained in section 44.10-4. The petitioner's site plan shows compliance with these standards including the minimum yard and fencing/screening requirements. The petitioner is also seeking a variance to allow parking in the front yard of a residential lot (44.7-2.C.3(b)) and a front yard setback of seven (7) feet (Section 44.4-5.D).

The existing lots are forty four (44) feet wide and ninety nine (99) feet long. The minimum lot width required in the R-2 District is fifty (50) feet. The existing lots are nonconforming. The proposed construction of the parking lot will create a conforming lot in an R-2 District.

Action by the Zoning Board of Appeals

For each special use application the Zoning Board of Appeals shall report to the Council its findings of fact and recommendations, including stipulations of additional conditions and guarantees, when they are deemed necessary for the protection of the public interest or to meet the standards as specified herein. No special use application shall be recommended by the Zoning Board of Appeals for approval unless such Board shall find:

- 1. That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, comfort or general welfare;** the special use will enhance safety in the area. The petitioner is proposing to construct additional off-street parking for neighboring Bent School Staff which will reduce the amount of on-street parking and congestion along W. Walnut Street., N. Roosevelt Ave and N. Lee Street/I-150. Additionally, this will increase driver visibility of pedestrians, especially children, walking to and from Bent School.

2. **That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;** the special use will complement the neighboring Bent School and reduce the amount of cars parked along N. Roosevelt and W. Walnut. The petitioner's site plan illustrates screening/fencing and landscaping along frontages and near abutting residential properties to increase the aesthetic appeal of the proposed parking lot.
3. **That the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the zoning district;** the special use will not impede normal and orderly development of the surrounding properties, and is to be used exclusively by Bent School Staff which serves families in the immediate area.
4. **That the adequate utilities, access roads, drainage and/or necessary facilities have been or will be provided;** the subject properties have adequate utilities, access and drainage. Design, construction and maintenance shall be in accordance with requirements specified in Section 44.7-2.
5. **That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets;** the proposed ingress and egress is located approximately 50 feet from the intersection of W. Walnut and N. Roosevelt. Additionally, the proposed parking lot will reduce current congestion created from cars parked along the street.
6. **That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may be modified by the Council pursuant to the recommendations of the Zoning Board of Appeals.** The proposed noncommercial parking lot meets the requirements explained in section 44.10-3 and Section 44.10-4. The petitioner is seeking a variance for a seven (7) foot front yard setback. The existing lots are 44 feet wide and considered to be nonconforming, as a minimum width of 50 feet is required in the R-2 District. The construction of the proposed noncommercial lot will remove the two nonconforming lots.

STAFF RECOMMENDATION:

Staff finds that the petition has met the Zoning Ordinance's standards required to allow a special use for a noncommercial parking lot. Staff recommends the Zoning Board of Appeals provide Council with a recommendation to approve the requested special use petition in Case SP-01-16.

Respectfully submitted,

Katie Simpson
City Planner

Attachments:

Agenda Item 6.A.

- Petition for a Special Use Permit
- Exhibit A-Legal Description
- Ordinance
- Location Map of 900 & 901 N. Roosevelt Ave
- Aerial and Zoning Map of 900 & 901 N. Roosevelt Ave
- Site Plan
- Photos of 900 & 901 N. Roosevelt Ave
- Map with 500ft Neighborhood Notice Buffer
- Notification Mailing List

DRAFT MINUTES
ZONING BOARD OF APPEALS
REGULAR MEETING
Wednesday, February 17, 2016, 4:03 P.M.
COUNCIL CHAMBERS, CITY HALL
109 EAST OLIVE ST., BLOOMINGTON, IL

Members present: Chairman Ireland, Mr. Briggs, Mr. Bullington, Mr. Kearney, Mr. Simeone
Members absent: Mr. Brown, Ms. Meek

Also present: Mr. Tom Dabareiner, Community Development Director
Mr. George Boyle, Assistant Corporation Counsel
Ms. Katie Simpson, City Planner

Mr. Dabareiner opened the meeting at 4:03 p.m. and called the roll. With five in attendance, a quorum was present.

SP-01-16. Consideration, review and approval of the petition submitted by Bloomington Public Schools District 87 for (1) a Special Use for a noncommercial parking lot under the Municipal Code 44.10-4. All for the property located at 900 N. Roosevelt Avenue and 901 N. Roosevelt Avenue. (Ward 7).

Chairman Ireland noted that SP-01-16 and Z-04-16 are related to the same properties and the presentations may consider both, but the actual vote by the Board members will treat them separately.

John Pratt, counsel for District 87, was sworn in. He introduced Dr. Barry Reilly, District 87 Superintendent, Mr. Cole Monahan, Facilities Director, and Jack Geringer, Principal of Bent Elementary School. Don Adams, from the Farnsworth Group was introduced as their engineer. Several members of the audience were also identified. Mr. Pratt noted appreciation for the City staff's guidance through this process. He added that one staff recommendation is for "denial" but staff agrees that should have read "approval" as the rest of the text indicates.

Mr. Pratt explained District 87 operates Bent School, and the neighborhood has become more congested. One reason he offered was that a number of single family residences have been converted to multi-family residences. He added that the surrounding roads are very busy during the school year, with busses, cars and pedestrians. He believes that purchasing the two properties and converting them to a parking lot would be good for the school and the neighborhood. He reminded ZBA members of similar action taken a few years ago for one of their schools along Washington Street. Mr. Pratt noted the very poor conditions of the houses at both 900 and 901 Roosevelt. He added that District 87 conducted a neighborhood meeting and reviewed the plans; he believes the consensus was this would be a good decision to add off-street parking. He

mentioned several supportive conclusions found in the City staff report and staff's positive recommendations.

Mr. Simeone asked how many parking spaces could be added without the variance; Mr. Pratt replied 16, but noted the school's desire to get as many cars off the street as possible. Mr. Briggs noted he was an itinerant teacher at this school several years ago and can understand the concerns behind this request; he asked Mr. Geringer, who was sworn in by the Chairman, if itinerant staff were still serving the school. Mr. Geringer affirmed that the school continues to have instructors that work different schools depending on the day; he added that reserving one or two spaces for those travelling staff members would be helpful.

Dr. John Lewis, 911 North Roosevelt, was sworn in. He noted his residence's location as it relates to the school's cafeteria and the common entrance used for evening events. He indicated that parking patterns of visitors make it very difficult to get in and out of his driveway. He supports any steps that will help resolve his concern and encouraged District 87 to buy even more land for off-site parking.

Ms. Simpson presented the City staff report. She stated that staff is in favor of the Special Use as recommended for a noncommercial parking lot. Ms. Simpson provided an overview of the area uses and zoning; she described the concern that the Special Use would address. She provided a copy of the parking lot site plan and described the fencing and landscaping intended to screen its impact from neighbors. She reviewed the standards for approval of a Special Use leading to staff's positive recommendation for the Special Use. Ms. Simpson also indicated City staff is in favor of the variances as requested. The setback requested is in line with existing structures along the block, she reported; also, by its nature, parking should be allowed in the front yard. She reviewed the Findings of Fact which led to staff's recommendation of support.

Mr. Briggs asked if the parking lot would be available to the public when otherwise not in use. Dr. Reilly was sworn in and indicated that the parking lot will not be gated off; the intention is to make the lot available for staff and by guests for school functions. He added signage will be placed on the parking lot with wording along these lines.

Chairman Ireland noted the receipt of an email for the Board members indicating "subtle opposition" to the parking lot from Andy Streenz. A second email in support was noted from Martin Rumbold.

Chairman Ireland requested a roll call vote on the Special Use Case SP-01-16, which was **approved** by a 5-0 vote as follows: Mr. Briggs—aye; Mr. Bullington—aye; Mr. Kearney—aye; Mr. Simeone—aye; Chairman Ireland—aye. A positive recommendation will be sent to Council, reported Chairman Ireland.



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

January 27, 2016

Dear Property Owner or Resident:

The City of Bloomington Zoning Board of Appeals will hold a public hearing on **Wednesday, February 17, 2016 at 4:00 p.m. in the City Council Chambers, City Hall, 109 E. Olive Street, Bloomington, Illinois** for a petition submitted by Bloomington Public Schools District #87 requesting 1) a special use for a noncommercial parking lot in an R-2 Mixed Residence District area and 2) a variance to allow a front yard setback of seven (7) feet. The petitioner proposes to demolish the existing residential structures and construct an eighteen (18) space parking lot to be used by, neighboring, Bent School Staff.

Location: 900 N ROOSEVELT

Legal Description: THE SOUTH 44 FEET OF LOT 14 IN BLOCK 3 IN ALLIN, GRIDLEY AND PRICKETTS ADDITION TO THE CITY OF BLOOMINGTON IN MCLEAN COUNTY ILLINOIS. PIN: 21-04-126-009

Location: 901 N ROOSEVELT

Legal Description: THE SOUTH 22 FEET OF LOT 11 AND LOT 14, EXCEPT THE SOUTH 44 FEET THEREOF, IN BLOCK 3 IN ALLIN, GRIDLEY AND PRICKETTS ADDITION TO THE CITY OF BLOOMINGTON IN MCLEAN COUNTY, ILLINOIS. PIN: 21-04-126-008

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

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

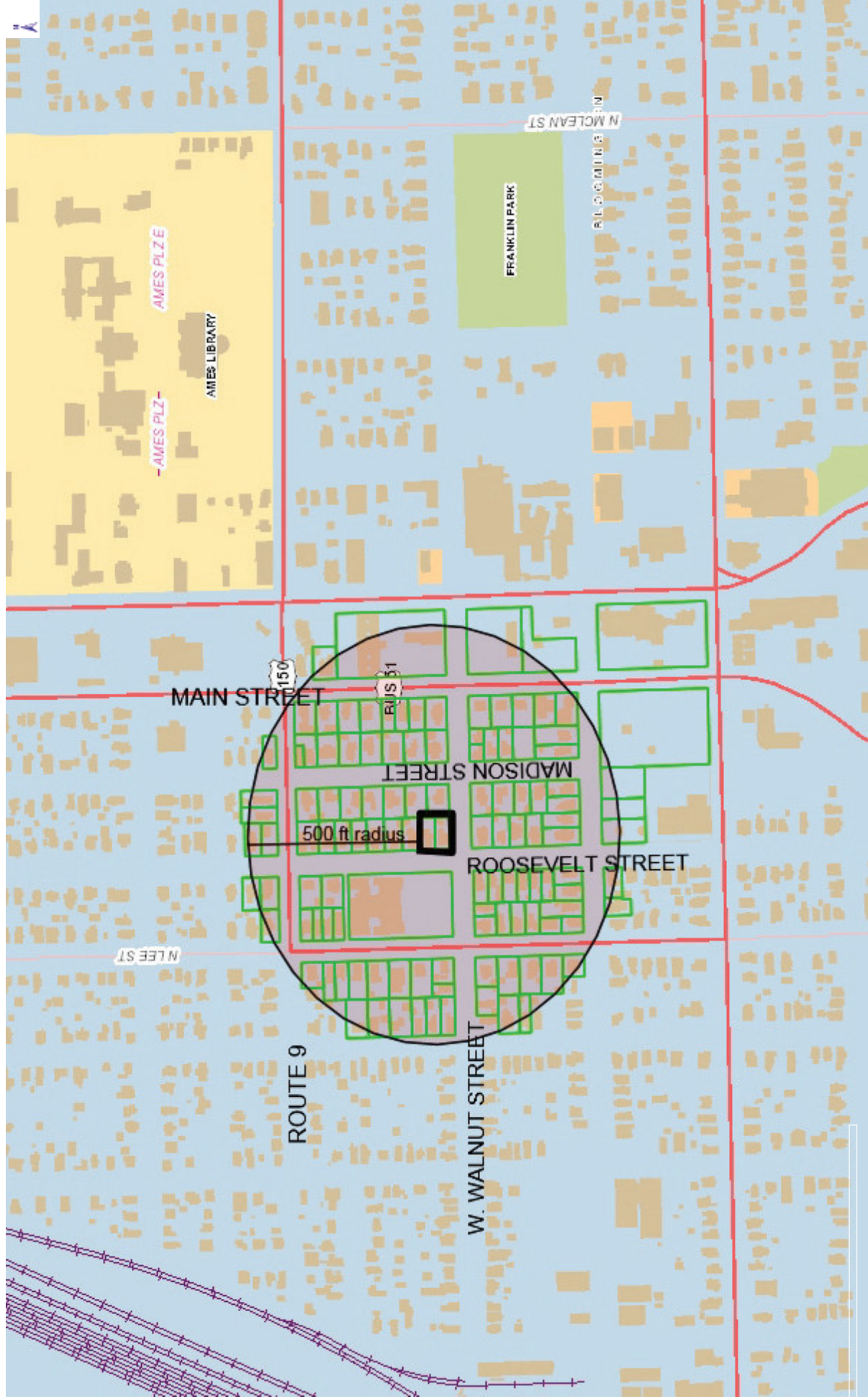
Please note that cases are sometimes continued or postponed for various reasons (i.e lack of quorum, additional time needed, etc.). The date and circumstance of the continued or postponed hearing will be announced at the regularly scheduled meeting. The hearing's agenda will be available at www.cityblm.org.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

Sincerely,

Katie Simpson
City Planner



Location of 900 and 901 N Roosevelt



Notes

Black rectangle = 900 & 901 N Roosevelt
Black circle = Property owners notified within a 500ft radius of subject site

<http://www.McGIS.org/License>

By using any McGIS products or services, you indicate your acceptance of the Licensing Agreement:

0.2 Miles

0.10

1: 6,608

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TONY & DEBORAH ADEKOYA
3 HANEY CT
BLOOMINGTON IL 617014983

PHILIP F ADELEYE
3950 N LAKE SHORE DR APT 1228E
CHICAGO IL 606133446

JOHN ARMSTRONG
12 KLEGGSTONE CIR
BLOOMINGTON IL 617041508

VICTORIA S BAPTISTE
906 N MADISON
BLOOMINGTON IL 61701

JOSEPH W BARTH
916 N MADISON
BLOOMINGTON IL 61701

MICHAEL BARTH
802 N LEE
BLOOMINGTON IL 61701

DAVID BEAN
23977 E 1000 NORTH RD
DOWNS IL 617369427

CHAD BEARD
916 N LEE ST
BLOOMINGTON IL 617012925

ROGER LINDA & JOHN BEHRENS
806 N ROOSEVELT
BLOOMINGTON IL 61701

BLENT LLC
% KEVIN M DRAEGER 202 GRANDVIEW DR
NORMAL IL 61761

BLOOMING GROVE PROPERTIES LLC
25017 WOOD THRUSH CIR
HUDSON IL 617487511

BENT SCHOOL BOARD OF EDUCATION
300 E MONROE
BLOOMINGTON IL 61701

SEAN A BOZARTH
311 S MAIN ST
NORMAL IL 617612968

THOMAS L & ELLEN J BRENNAN
806 N MADISON ST
BLOOMINGTON IL 617012928

ROBERT J BREWE III
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DAVID L & GLORIA BREWER
912 N ROOSEVELT AVE
BLOOMINGTON IL 617012936

JOHN H BROWN
908 N LEE ST
BLOOMINGTON IL 617012925

TODD BUGG
606 N LINDEN ST
NORMAL IL 617611707

MIKE & BRANDIE BURLESON
305 MORGAN DR
HEYWORTH IL 617459216

KAREN BURSELL
914 N Madison St
Bloomington IL 617012930

NICHOLAS BURTON
907 N OAK ST
BLOOMINGTON IL 61701

JESUS & OLGA CABRERA
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BLOOMINGTON IL 617012936

STEPHEN A CAPODICE
707 WOODRIG RD
BLOOMINGTON IL 617045624

CHASE CAVALERA
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BLOOMINGTON IL 617016366

HOLLY CHAPMAN
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BLOOMINGTON IL 617012928

KELLY L CICCOLO
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BLOOMINGTON IL 617013143

RALPH COOPER
406 W WALNUT ST
BLOOMINGTON IL 617012939

HOWARD J COTTON
405 W CHESTNUT ST
BLOOMINGTON IL 617012916

KELBY CUMPSTON
901 N MADISON ST
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WILLIAM L & GRACIE CUSHMAN
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% THORNTONS, INC. DAVID BRIDGERS
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DELTA PROPERTIES INC
1316 E EMPIRE STE 1
BLOOMINGTON IL 61704

DML REAL ESTATE
202 NORTH CENTER STREET SUITE 2
BLOOMINGTON IL 61701

DOUGHERTY PROSPECT LLC
2390 E FEDERAL DR
DECATUR IL 625262159

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NORMAL IL 617613135

KEVIN M DRAEGER
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NORMAL IL 617613135

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NORMAL IL 617615361

JENNIFER R EVANS
910 N MADISON ST
BLOOMINGTON IL 617012930

THOMAS R EWEN
901 SPEAR DR
NORMAL IL 617613153

FAITH BAPTIST CHURCH
804 N CENTER
BLOOMINGTON IL 61701

FAITH BAPTIST CHURCH INC
804 N CENTER
BLOOMINGTON IL 61701

ROBERT D FARMER
809 N LEE
BLOOMINGTON IL 61704

FIRST STATE BANK CUSTODIAN
706 WASHINGTON ST
MENDOTA IL 613421675

G 5 OF MCLEAN COUNTY LLC
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El Paso IL 617381458

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BLOOMINGTON IL 61701

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BLOOMINGTON IL 61701

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CONGREGATION
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BLOOMINGTON IL 617012914

LOIS E KERN
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BLOOMINGTON IL 617012924

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BLOOMINGTON IL 61701

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ELLSWORTH IL 617379469

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SAN FRANCISCO CA 941233812

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M KRUTKE
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KRISTA LEONATTI
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BLOOMINGTON IL 617014547

JOHN T LEWIS
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Bloomington IL 617012935

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BLOOMINGTON IL 617012828

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NORMAL IL 617612836

PATTY SANDOVAL
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BLOOMINGTON IL 617011648

Attn Mark Snyder Sasil Properties LLC
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Western Springs IL 605582108

SASIL PROPERTIES, LLC
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WESTERN SPRINGS IL 605582108

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KEVIN DRAEGER
202 GRANDVIEW DR
NORMAL IL 617613135



CONSENT AGENDA ITEM: 7H

FOR COUNCIL: March 14, 2016

SUBJECT: Consideration of the application of PATH, Inc., located at 201 E Grove St., Suite 200, for a Limited Alcoholic Liquor License, Class LA, which would allow the selling and serving of all types of alcohol by the glass for consumption on the premises for a fund raiser to be held on April 7, 2016 from 4:00 p.m. to 12:00 a.m. at the Bloomington Center for the Performing Arts, 600 N. East St.

RECOMMENDATION/MOTION: That an LA liquor license for PATH, Inc., d/b/a PATH, Inc., located at 201 E. Grove St., Ste. 200, be approved contingent upon compliance with all health and safety codes.

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 February 23, 2016, Bloomington Liquor Commissioner, Tari Renner, called the Special Liquor Hearing to order to hear the request of PATH, Inc., located at 201 E. Grove St., Suite 200, for a Limited Alcoholic Liquor License, Class LA, which would allow the selling and serving of all types of alcohol by the glass for consumption on the premises for a fund raiser to be held on April 7, 2016 from 4:00 p.m. to 12:00 a.m. at the Bloomington Center for the Performing Arts, 600 N. East St.

Present were Commissioner Tari Renner, City Staff; Asst. Corporation Counsel George Boyle, and Renee Gooderham, Chief Deputy Clerk.

Karen Zangerle, PATH'S Executive Director and Applicant's representative, began by informing the Commissioner that this application was for a fundraiser for PATH to be held at the Bloomington Center for the Performing Arts (BCPA), on Thursday, April 7, 2016 from 4:00 p.m. to 12:00 a.m. (midnight). This request was for a Limited License for a nonprofit corporation.

Commissioner Renner questioned catering. Ms. Zangerle explained that top chefs in the area are given a number of ingredients to prepare. Olive Garden donates salad for the event. She noted that last year's event was their largest fundraiser.

The Chefs for PATH Gala was in their eighth (8th) year. Ticket sales would be limited to 300. Ticket price was \$75. Ms. Zangerle noted that there would be two (2) bars. Identification would be requested.

Commissioner Renner did not see any concerns with this event.

Commissioner Renner recommended that an LA liquor license be created for PATH for a fundraiser to be held on April 7, 2016 from 4:00 p.m. until 12:00 a.m. (midnight) at the BCPA, located at 600 N. East St.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the February 23, 2016 Special Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by:

Renee Gooderham, Chief Deputy Clerk

Reviewed by:

George D. Boyle, Assistant Corporation Counsel
Cherry L. Lawson, City Clerk

Recommended by:



Tari Renner
Mayor

Attachments:

- Application

Motion: That an LA liquor license for PATH, Inc., d/b/a PATH, Inc., located at 201 E. Grove St., Ste. 200, be approved contingent upon compliance with all health and safety codes.

APPLICATION FOR CLASS "L" LIMITED ALCOHOLIC LIQUOR LICENSE

Check Appropriate Category ☐ LB (Beer & Wine Only) ☒ LA (all types)

1. Name of Civic, Service, Charitable, Fraternal or Social Organization, Group or Entity seeking license: PATH, Inc.

2. Names and Addresses of 3 to 5 responsible current members, officers or directors of the organization, group or entity:

<u>Karen Zangerle</u>	}	<u>201 E. Grove St., Suite 200, Bloomington, IL 61701</u>
<u>John Enlund</u>		
<u>Beth Dess</u>		

3. Description of location at which the limited alcoholic liquor license will be utilized: Bloomington Center for Performing Arts, 110 E. Mulberry St., Bloomington, IL 61701

4. Is the premises within 100 feet of any church, school, hospital, home for the aged or indigent persons, or for War Veterans, their wives or children? ☐ Yes ☒ No

5. Dates on which the Limited alcoholic liquor license will be utilized: Thursday, April 7, 2016

6. Hours during which alcohol will be sold: 4:00 pm – 12:00 am

7. Description of the activity or event in connection with which the limited alcoholic liquor license will be utilized, specifying the nature of the proposed entertainment, if any: Non-profit fundraiser which includes auctions, tasting rounds and a live cook-off

8. Estimate of number of persons expected to attend: 300

9. Description of the proposed procedures for handling the following:

Sale of Alcoholic Liquor: there will be two cash bars with three bartenders per area
(attach sketch plan showing location of alcohol sales area)

Crowd control: limited ticket sales for event; volunteers & staff will be circulating

Identification Check: adult event; all bartenders are experienced and will check id's

Traffic Check: N/A

Vehicle Parking: event lots and public parking

Pedestrian Control: confined event

Site & Vicinity Cleanup: provided by BCPA staff, PATH staff and volunteers

10. a. Has the civic, service, charitable, fraternal or social organization, group or entity applying for this license been in existence continuously for at least one year? ☒ Yes ☐ No
Date Established 1/1/1971

b. Is the civic, service, charitable, fraternal or social organization, group or entity applying for this license incorporated under the laws of the State of Illinois? ☒ Yes ☐ No
Date Incorporated 10/6/1971

11. Has the civic, service, charitable, fraternal or social organization, group or entity seeking a Limited Alcoholic Liquor License received such a licensee within the past year ☒ Yes ☐ No
If yes, how many? one, for our 2015 event

12. Submit completed application to City Clerk not more than 60 days or less than 30 days prior to the date on which license, if granted, will be utilized.

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

a. Dram Shop Insurance Policy insuring the licensed group, organization or entity, each of the responsible individuals named as co-licensees and as named insureds. The amounts of coverage shall not be less than:

\$100,000 bodily injury per person

\$300,000 bodily injury per occurrence
\$100,000 means of support
\$100,000 property damage

b. Surety bond in the amount of \$2,000 in favor of the City of Bloomington guaranteeing applicants' faithful observance of all of the provisions of the City of Bloomington Liquor Code, State and Federal laws regulating the sale and service of alcohol.

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

d. The \$100/\$150/\$200 nonrefundable license fee.

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

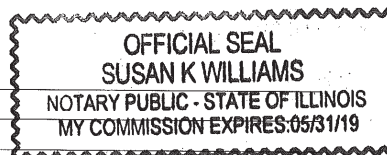
STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

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

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

MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC.

Suren Zangyske
Bess Desch



Subscribed and sworn to before me, a Notary Public, in and for the County of McLean and State of Illinois, at Bloomington, Illinois this 17 day of February, 2016.

My commission Expires: 5-31-19

Susan K Williams
Notary Public

FOR OFFICE USE ONLY

RECOMMEND
APPLICATION BE APPROVED: _____

RECOMMEND
APPLICATION BE DISAPPROVED: _____

REASONS/SPECIAL CONDITIONS: _____

Tari Renna
Mayor/Liquor Commissioner



CONSENT AGENDA ITEM: 7I

FOR COUNCIL: March 14, 2016

SUBJECT: Consideration of approving an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on May 7, 2016.

RECOMMENDATION/MOTION: That the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on May 7, 2016 be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: On February 9, 2016, the Bloomington Liquor Commissioner, Tari Renner, called the Liquor Hearing to order to hear the request of Dan Riddle and Rachel Daugherty to allow moderate consumption of alcohol at their May 7, 2016 wedding reception to be held at Davis Lodge.

Present were Commissioners Tari Renner, Jim Jordan and Geoffrey Tompkins. City staff present were Asst. Corporation Counsel George Boyle, Asst. Police Chief Clay Wheeler and Renee Gooderham, Chief Deputy Clerk.

Dan Riddle and Rachel Daugherty addressed the Commission. Mr. Riddle stated that Lake Rd. Inn in Hudson would cater the reception. Beer and wine only would be served. Approximately 100 guests were anticipated.

Motion by Commissioner Jordan, seconded by Commissioner Tompkins to recommend at the March 14, 2016 City Council meeting approval of the request from Dan Riddle and Rachel Daugherty to allow moderate consumption of alcohol at their May 7, 2016 wedding reception to be held at Davis Lodge.

Motion carried, (viva voce).

Commissioner Renner encouraged Mr. Riddle and Ms. Daugherty to attend the City Council meeting on March 14, 2016.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the February 5, 2016 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Renee Gooderham, Chief Deputy Clerk

Reviewed by: Robert D. Yehl, PE, Water Director
Cherry L. Lawson, City Clerk

Reviewed by: George D. Boyle, Assistant Corporation Counsel

Recommended by:

A handwritten signature in black ink that reads "Tari Renner". The signature is written in a cursive, flowing style.

Tari Renner
Mayor

Attachments:

- Ordinance
- Letter of Request

Motion: That the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on May 7, 2016 be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.

ORDINANCE NO. 2016 – ____

**AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND
SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE FOR A WEDDING
RECEPTION AT DAVIS LODGE ON MAY 7, 2016**

WHEREAS, Dan Riddle and Rachel Daugherty are planning to hold their wedding reception at Davis Lodge from 5:00 p.m. to 11:00 p.m. on May 7, 2016; and

WHEREAS, Dan Riddle and Rachel Daugherty have requested permission from the City to serve beer and wine during this event; and

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

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended as those ordinances pertain to the Davis Lodge, for the duration of the wedding reception at Davis Lodge on May 7, 2016 from 5:00 pm to 11:00 pm.

Section 2: Except for the date set forth in Section 1 of this Ordinance, Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, shall remain in full force and effect. Nothing in this Ordinance shall be interpreted as repealing said Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 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 ____ of March, 2016

APPROVED this ____ day of March, 2016.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

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

APPROVED AS TO FORM

Jeffery R. Jurgens, Corporation Counsel

Dan Riddle

1522 Belclare Rd

Normal IL, 61761

Dear Liquor Commission,

This is a formal request to allow alcohol consumption at the Lake Bloomington Davis Lodge for our wedding, details are listed below in bulleted format:

- Date and Time- May 7, 2016 at 5pm
- Location-Lake Bloomington Davis Lodge
- Location has been Reserved and deposit paid
- Bride-Rachel Daugherty (309)310-1373 rdaugh2@gmail.com
Groom-Dan Riddle (309)532-0095 deriddi@yahoo.com
- Approximately 100 guests will be attending
- Licensed Caterer-Lake Road Inn
Contact-Craig Hanson (309) 747-2558

Thank You For Your Considerations,

Rachel Daugherty and Dan Riddle

Bride and Groom



CONSENT AGENDA ITEM: 7J

FOR COUNCIL: March 14, 2016

SUBJECT: Consideration of approving an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on May 20, 2016.

RECOMMENDATION/MOTION: That the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on May 20, 2016 be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: On February 9, 2016, the Bloomington Liquor Commissioner, Tari Renner, called the Liquor Hearing to order to hear the request of Keith Monkman and Stefanie Loafman to allow moderate consumption of alcohol at their May 20, 2016 wedding reception to be held at Davis Lodge.

Present were Commissioners Tari Renner, Jim Jordan and Geoffrey Tompkins. City staff present were Asst. Corporation Counsel George Boyle, Asst. Police Chief Clay Wheeler and Renee Gooderham, Chief Deputy Clerk.

Stefanie Loafman addressed the Commission. She stated that Times Past Inn would cater the reception. Beer and wine only would be served. Approximately 130 guests were anticipated.

Motion by Commissioner Jordan, seconded by Commissioner Tompkins to recommend at the March 14, 2016 City Council meeting approval of the request from Keith Monkman and Stefanie Loafman to allow moderate consumption of alcohol at their May 20, 2016 wedding reception to be held at Davis Lodge.

Motion carried, (viva voce).

Commissioner Renner encouraged Ms. Loafman to attend the City Council meeting on March 14, 2016.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the February 5, 2016 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Renee Gooderham, Chief Deputy Clerk

Reviewed by: Cherry L. Lawson, City Clerk
Robert D. Yehl, PE, Water Director

Reviewed by: George D. Boyle, Assistant Corporation Counsel

Recommended by:

A handwritten signature in black ink that reads "Tari Renner". The signature is written in a cursive, flowing style.

Tari Renner
Mayor

Attachments:

- Ordinance
- Letter of Request

Motion: That the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on May 20, 2016 be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.

ORDINANCE NO. 2016 – ____

**AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND
SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE FOR A WEDDING
RECEPTION AT DAVIS LODGE ON MAY 20, 2016**

WHEREAS, Keith Monkman and Stefanie Loafman are planning to hold their wedding reception at Davis Lodge from 4:00 p.m. to 12:00 midnight on May 20, 2016; and

WHEREAS, Keith Monkman and Stefanie Loafman have requested permission from the City to serve beer and wine during this event; and

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

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the wedding reception at Davis Lodge on May 20, 2016 from 4:00 p.m. to 12:00 midnight.

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

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

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

PASSED this ____ of March, 2016

APPROVED this ____ day of March, 2016.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

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

APPROVED AS TO FORM

Jeffery R. Jurgens, Corporation Counsel

Bride: Stefanie Leafman

217-638-0809

Groom: Keith Monkman

309-287-2793

Wedding and reception will be held
at the Davis Lodge on May 20, 2016
from 4pm - 12am.

Times Past Inn will be catering
food and beverages.

Approximately 130 guests



CONSENT AGENDA ITEM: 7K

FOR COUNCIL: March 14, 2016

SUBJECT: Consideration of approving an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on May 29, 2016.

RECOMMENDATION/MOTION: That the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on May 29, 2016 be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: On February 9, 2016, the Bloomington Liquor Commissioner, Tari Renner, called the Liquor Hearing to order to hear the request of James Bowers and Jennifer McDade to allow moderate consumption of alcohol at their May 29, 2016 wedding reception to be held at Davis Lodge.

Present were Commissioners Tari Renner, Jim Jordan and Geoffrey Tompkins. City staff present were Asst. Corporation Counsel George Boyle, Asst. Police Chief Clay Wheeler and Renee Gooderham, Chief Deputy Clerk.

James Bowers addressed the Commission. He stated that Hy-Vee would cater the reception. Beer and wine only would be served. Approximately 120 guests were anticipated.

Motion by Commissioner Jordan, seconded by Commissioner Tompkins to recommend at the March 14, 2016 City Council meeting approval of the request from James Bowers and Jennifer McDade to allow moderate consumption of alcohol at their May 29, 2016 wedding reception to be held at Davis Lodge.

Motion carried, (viva voce).

Commissioner Renner encouraged Mr. Bowers to attend the City Council meeting on March 14, 2016.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the February 5, 2016 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Renee Gooderham, Chief Deputy Clerk

Reviewed by: Cherry L. Lawson, City Clerk
Robert D. Yehl, PE, Water Director

Reviewed by: George D. Boyle, Assistant Corporation Counsel

Recommended by:



Tari Renner
Mayor

Attachments:

- Ordinance
- Letter of Request

Motion: That the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on May 29, 2016 be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.

ORDINANCE NO. 2016 – ____

**AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND
SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE FOR A WEDDING
RECEPTION AT DAVIS LODGE ON MAY 29, 2016**

WHEREAS, James Bowers and Jennifer McDade Day are planning to hold their wedding reception at Davis Lodge from 2:00 p.m. to 9:00 p.m. on May 29, 2016; and

WHEREAS, James Bowers and Jennifer McDade have requested permission from the City to serve beer and wine during this event; and

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

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the wedding reception at Davis Lodge on May 29, 2016 from 2:00 p.m. to 9:00 p.m.

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

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

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

PASSED this ____ of March, 2016

APPROVED this ____ day of March, 2016.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

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

APPROVED AS TO FORM

Jeffery R. Jurgens, Corporation Counsel

James Bowers

(309) 205-8095

803 Hester Ave., Normal, IL 61761

bowersjf@gmail.com

February 1, 2016

City Clerk

City of Bloomington

109 E Olive St

Bloomington, IL 61701

Dear City Clerk,

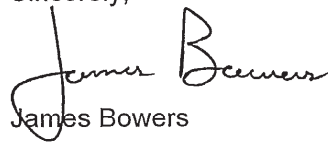
I would like to formally begin the process of obtaining a single event liquor license for beer and wine service for our wedding at the Davis Lodge on May 29, 2016.

Please see the following information regarding our event:

Venue: Davis Lodge at Lake Bloomington
When: May 29, 2016 from 2:00pm until 9:00pm
What: Bowers/McDade Wedding
Groom: James Bowers
Bride: Jennifer McDade
Guests: 120 – (80) over the age of 21 and (40) ages 1-13
Caterer: HyVee - Jessica Gregory; 309-663-3050; 1035cateringmgr@hy-vee.com

If there are any further items required please do not hesitate to ask.

Sincerely,

A handwritten signature in black ink that reads "James Bowers". The signature is written in a cursive style with a large, stylized "J" and "B".

James Bowers



CONSENT AGENDA ITEM: 7L

FOR COUNCIL: March 14, 2016

SUBJECT: Consideration of approving an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on June 4, 2016.

RECOMMENDATION/MOTION: That the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on June 4, 2016 be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: On February 9, 2016, the Bloomington Liquor Commissioner, Tari Renner, called the Liquor Hearing to order to hear the request of Jeremy Hardman and Melissa Day to allow moderate consumption of alcohol at their June 4, 2016 wedding reception to be held at Davis Lodge.

Present were Commissioners Tari Renner, Jim Jordan and Geoffrey Tompkins. City staff present were Asst. Corporation Counsel George Boyle, Asst. Police Chief Clay Wheeler and Renee Gooderham, Chief Deputy Clerk.

Jeremy Hardman and Melissa Day addressed the Commission. HyVee will cater the reception. Beer and wine only will be served. Approximately seventy (70) guests were anticipated.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan to recommend at the March 14, 2016 City Council meeting approval of the request from Jeremy Hardman and Melissa Day to allow moderate consumption of alcohol at their June 4, 2016 wedding reception to be held at Davis Lodge.

Motion carried, (viva voce).

Commissioner Renner encouraged Mr. Hardman and Ms. Day to attend the City Council meeting on March 14, 2016.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the February 5, 2016 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by:

Renee Gooderham, Chief Deputy Clerk

Reviewed by:

Cherry L. Lawson, City Clerk
Robert D. Yehl, PE, Water Director

Reviewed by:

George D. Boyle, Assistant Corporation Counsel

Recommended by:



Tari Renner
Mayor

Attachments:

- Ordinance
- Letter of Request

Motion: That the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on June 4, 2016 be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.

ORDINANCE NO. 2016 – ____

**AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND
SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE FOR A WEDDING
RECEPTION AT DAVIS LODGE ON JUNE 4, 2016**

WHEREAS, Jeremy Hardman and Melissa Day are planning to hold their wedding reception at Davis Lodge from 5:00 p.m. to 10:00 p.m. on June 4, 2016; and

WHEREAS, Jeremy Hardman and Melissa Day have requested permission from the City to serve beer and wine during this event; and

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

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the wedding reception at Davis Lodge on June 4, 2016 from 5:00 p.m. to 10:00 p.m.

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

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

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

PASSED this ____ of March, 2016

APPROVED this ____ day of March, 2016.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

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

APPROVED AS TO FORM

Jeffery R. Jurgens, Corporation Counsel

From: Jeremy Hardman <jhardman13@gmail.com>
To: Renee Gooderham <rgooderham@cityblm.org>

Date: Wednesday, January 06, 2016 08:54AM
Subject: Re: David Lodge Wedding/Liquor License

History: ↩ This message has been replied to.

We have not decided on caterer but we have appointment with times past Inn on Saturday.

On Jan 6, 2016 8:44 AM, "Renee Gooderham" <rgooderham@cityblm.org> wrote:
Jeremy,

Your request will appear on the February 10 Liquor Commission Agenda. Please plan to have someone who can speak on your behalf attend the 4:00 p.m. meeting at City Hall in the Council Chambers (across from the City Clerk's office.)

Who will be catering your event?

Thank you,
Renee Gooderham
Records & Information Manager
(309) 434-2240

-----Jeremy Hardman <jhardman13@gmail.com> wrote: -----

To: rgooderham@cityblm.org, MELISSA <mchoiss76@yahoo.com>
From: Jeremy Hardman <jhardman13@gmail.com>
Date: 01/06/2016 08:36AM
Subject: David Lodge Wedding/Liquor License

Renee-

My name is Jeremy and I stopped by yesterday about getting the approval for Alcohol during our wedding reception at Davis Lodge on Lake Bloomington. The information is below

Date: 6/4/2016
Time: 5pm-10pm
of Guests - Approx. 70

Bride: Melissa Day
217-853-7970
103 S. Karr St.
Heyworth, IL 61745

Groom: Jeremy Hardman
815-910-6706
103 S. Karr St.
Heyworth, IL

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

CITY OF
Bloomington
ILLINOIS

CONSENT AGENDA ITEM NO. 7M

FOR COUNCIL: March 14, 2016

SUBJECT: Consideration of approving a Resolution waiving the formal bidding process and enter into a Contract for supply and delivery of Cationic and Anionic polymer for water treatment purposes.

RECOMMENDATION/MOTION: That the Resolution be approved waiving the formal bid process with Brenntag Mid-South, Inc. for polymers, specialty water treatment chemicals, the polymers be purchased from Brenntag Mid-South, Inc. at the quoted prices of \$0.665 per pound for cationic polymer and \$1.25 per pound for anionic polymer (unit prices remain the same as the current contract), and the City Manager and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: Each year, staff has requested competitive bids for most of the Water Department's annual water treatment chemical needs. However, these bids have historically not included polymers for the water clarification process. The Water Department, through years of exhaustive bench testing and actual use at the water treatment plant, has determined which polymers have worked with the specific water quality that is experienced in our water treatment plant. The polymers used by the City are as follows:

- Cationic polymer; product name: Robin 120, with a typical dosage of ~1.25 - 1.75 parts per million.
- Anionic polymer; product name: Robin 30A, with a typical dosage of ~0.25 - 0.50 parts per million.

The City uses two (2) different types of polymers for two (2) different purposes. Both types are extremely critical in removing particles from the reservoir water that is being treated. The broad difference between the two (2) polymers is that one (1) polymer has a net positive charge (cationic) and the other has a net negative charge (anionic). The cationic polymer is used to neutralize the net negative surface charges of the particles in the reservoir water, which then collide and stick together in large groups of particles, (algae, bacteria, silt, possible disease causing organisms, etc.), which settle out as heavier than water particles and are removed during treatment. The anionic polymer improves the settling characteristics of the heavier than water particles and the minerals (hardness) that are removed during the softening process. Both types of polymers are extremely important in assuring that small particles of potential health significance are removed during treatment.

Polymers are, generally, long chains of carbon groups linked together with other functional groups to "connect" the heavier than water particles and precipitated minerals to improve their settling characteristics. Small changes in formulations can have large effects on treatment

performance. Characteristics of individual water sources and temperature also affect polymer performance.

Many surface water reservoir supplies in Central Illinois use a variation of a class of polymers called poly-diallyldiammonium chloride (polyDADMAC for short). The City uses a low molecular weight version that is currently purchased from Brenntag Mid-South, Inc. The anionic polymer is also purchased from Brenntag Mid-South, Inc. Once a polymer is found that works well for a particular water source and treatment system, utilities generally stay with the product unless reliability of supply or if raw water or polymer characteristics change to where treatment efficiencies change.

The current agreement with Brenntag Mid-South, Inc. expires March 30, 2016. The quoted prices for both polymers (\$0.665 per pound for cationic polymer and \$1.25 per pound for anionic polymer), which includes delivery, remains the same as the current agreement. This memo is the request to enter into a new agreement ending March 31, 2017.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Payment for the purchase of water treatment chemicals are made from the Water Purification-Water Treatment Chemicals account (50100130-71720). It is estimated that expenditures for remainder of FY 2016 under this agreement will be approximately \$9,000 and expenditures in FY 2017 will be approximately \$55,000. Stakeholders can locate this in the FY 2016 Budget Book titled "Other Funds & Capital Improvement Program" on page 125. Stakeholders can locate the FY 2017 portion in the FY 2017 Proposed Budget Book titled "Other Funds & Capital Improvement Program" on page 125.

Respectfully submitted for Council consideration.

Prepared by: Richard M. Twait, Superintendent of Water Purification

Reviewed by: Robert D. Yehl, PE, Water Director

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst
Carla Murillo, Budget Manager
Jon C. Johnston, Procurement Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Resolution No. 2016
- Brenntag Mid-South, Inc. Quote
- Agreement, Brenntag Mid-South, Inc.

Motion: That the Resolution be approved waiving the formal bid process with Brenntag Mid-South, Inc. for polymers, specialty water treatment chemicals, the polymers be purchased from Brenntag Mid-South, Inc. at the quoted prices of \$0.665 per pound for cationic polymer and \$1.25 per pound for anionic polymer (unit prices remain the same as the current contract), and the City Manager and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

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

RESOLUTION NO. 2016 - _____

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING A CONTRACT WITH BRENNTAG MID-SOUTH, INC. FOR THE
PURCHASE OF CATIONIC POLYMER AT \$0.665 PER POUND AND ANIONIC
POLYMER AT \$1.25 PER POUND**

Be It Resolved by the City Council of the City of Bloomington, Illinois,

1. That the bidding process be waived and the City Manager be authorized to Contract with Brenntag Mid-South, Inc. for Cationic Polymer at \$0.665 per pound and Anionic Polymer at \$1.25 per pound.

ADOPTED this 14th day of March, 2016.

APPROVED this ____ day of March, 2016.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

APPROVED AS TO FORM

Jeffrey R. Jurgens, Corporation Counsel

From: Osmel Toledo/Cityblm
To: Rick Twait/Cityblm@Cityblm

Date: Friday, February 19, 2016 07:51AM

Subject: Fw: Pricing

History: ➡ This message has been forwarded.

Hello Rick,

I am forwarding you Brenntag's Polymer Pricing.

Thanks,

Osmel Toledo
Water Plant Operator
City Of Bloomington
309-434-2151

-----Forwarded by Osmel Toledo/Cityblm on 02/19/2016 07:50AM -----

To: Osmel Toledo <otoledo@cityblm.org>
From: Deborah Logan/Mid-South/Brenntag <DLogan@brenntag.com>
Date: 02/19/2016 07:43AM
Subject: Pricing

Hi Osmel,

Brenntag Mid-South is pleased to offer:

Product: ROBIN 120

BMS Product #: 390435

Package: 475 lb drum

Price: \$0.665 per pound

Product: ROBIN 30 A

BMS Product #: 952614

Package: 2300 lb tote

Price: \$1.25 per pound

The price is firm from March 31, 2016 to March 31, 2017. Please let me know if you have any questions and thank you for the opportunity.

Debbie Logan

Sales Representative
Brenntag Mid-South, Inc.
Bartonville, IL
Dlogan@brenntag.com
Office- 309/697-8400
Fax-309/697-9644
Mobile- 309/453-3288

NOTICE OF CONFIDENTIAL COMMUNICATION This communication and any subsequent electronic communication relating to this matter, including any attachments, constitute an "electronic communication" within the meaning of the Electronic Communications Privacy Act, 18 U.S.C.A. §2510 or any similar law of any other jurisdiction. In addition, this and any subsequent electronic communication, and any attachments, may be subject to the attorney-client privilege or be considered attorney work product.

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Please note that any views or opinions presented in this communication or any subsequent communication, including any attachments, are solely those of the author or sender and do not necessarily represent those of Brenntag or its affiliated companies. Neither Brenntag nor any of its affiliated companies accepts any liability for any damage caused by any virus transmitted by any email or its attachments.

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

CITY OF BLOOMINGTON
CONTRACT WITH
Lai Ltd.
FOR
Supplying two Wemco-Hidrostal Pumps

THIS AGREEMENT, dated this _____ day of March _____, 2016, is between the City of Bloomington (hereinafter "CITY") and _____ Lai Ltd. (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

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

Section 3. Payment. For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR: ☒ a lump sum amount of \$ 54,372.00; or ☐ the amount(s) set forth in Exhibit B. Invoices shall be due and payable within 45 days of submission.

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

Section 5. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY, its officers, officials, agents and employees from claims, demands, causes of action and liabilities of every kind and nature whatsoever arising out of or in connection with CONTRACTOR's operations performed under this Contract, except for loss, damage or expense arising from the sole gross negligence or willful misconduct of the CITY or the CITY's agents, servants or independent contractors who are directly responsible to CITY. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY's officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Contract.

Section 6. General Liability Insurance. CONTRACTOR shall maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits shall be less than \$2,000,000.00. Certificates of insurance shall be provided to CITY and CITY shall be named as an additional insured under the policy. Umbrella liability coverage must also be provided in the amount of \$4,000,000 for each occurrence, \$4,000,000 in aggregate.

Section 7. Representations of Vendor. CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

Section 8. Assignment. Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 9. Compliance with Laws. CONTRACTOR and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 10. Prevailing Wage. The following shall apply to this contract:

- ☒ This contract is not for a "public work" and therefore Prevailing Wage does not apply. *Initial:* _____ (City) _____ (CONTRACTOR)
- ☐ This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.
Initial: _____ (City) _____ (CONTRACTOR)

Section 11. Compliance with FOIA Requirements. CONTRACTOR further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from CONTRACTOR actual or alleged violation of the FOIA, or CONTRACTOR failure to furnish all documentation related to a request within five (5) days after CITY issues notice of a request. Furthermore, should CONTRACTOR request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, CONTRACTOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. CONTRACTOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by CONTRACTOR request to utilize a lawful exemption to CITY.

Section 12. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 13. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 14. Attorney Fees. In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

Section 15. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 16. Term. The term of this Contract shall be:

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

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

Notwithstanding anything herein, the provisions in Sections 5 and 11 shall survive termination.

Section 17. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
City Clerk

Lai Ltd.

By: _____
Its_____

By: _____
Its_____

EXHIBIT A
SCOPE OF SERVICES / WORK PROVIDED

Supply Two Wemco-Hidrostal Pumps for installation at the Water Treatment Plant

EXHIBIT B
FEES / COMPENSATION

Lai Ltd., will supply two Wemco-Hidrostral Pumps at the Water Treatment Plant for a total cost of \$54,372.00

CITY OF
Bloomington ILLINOIS
REGULAR AGENDA ITEM NO. 8A

FOR COUNCIL: March 14, 2016

SUBJECT: Consideration of a Resolution approving a Contract for the Acquisition of the former Mennonite Hospital / Electrolux property located at 807 North Main Street.

RECOMMENDATION/MOTION: Council approve the Resolution approving the contract for the property located at 807 North Main Street be acquired from 3 Kirk Holdings, LLC at an acquisition price of \$1,400,000.00, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 3a. Retention and growth of current local businesses; 3b. Attraction of new targeted businesses that are the “right” fit for Bloomington; 3c. Revitalization of older commercial homes; 3d. Expanded retail businesses; 3e. Strong working relationship among the City, businesses, economic development organizations. Objective 4c. Preservation of property/home valuations; 4d. Improved neighborhood infrastructure; Objective 5b. City decisions consistent with plans and policies; 5c. Incorporation of “Green Sustainable” concepts into City’s development and plans; 5e. More attractive city: commercial areas and neighborhoods. Objective 6a. More beautiful, clean Downtown area; 6b. Downtown Vision and Plan used to guide development, redevelopment and investments; 6c. Downtown becoming a community and regional destination; 6e. Preservation of historic buildings.

BACKGROUND & OVERVIEW: The former Mennonite Hospital building located at 807 North Main Street was occupied by The Eureka Co. / Electrolux until 2011 when Electrolux relocated its offices to Charlotte, North Carolina. The owners of Kirk C & D Recycling purchased the subject property and three adjacent parcels from Electrolux in 2011 with the intent to demolish the building, subdivide the primary parcel at 807 North Main, and sell the properties to multiple developers. Recent developments on the adjacent former Electrolux parcels include the Rainstorm Car Wash at 814 North Main and the “Flats on East” apartments at 902 North East Street and 202 East Walnut Street.

Since 2011, the city has been approached by multiple developers who have expressed interest in acquiring the subject property and combining it with the adjacent parcels owned by Illinois Wesleyan University (IWU) with the intent to create a significant mixed-use development on the 4.093 acre block on the east side of Main Street.

Due to a variety of factors, including the need for municipal assistance to help make the proposed projects feasible, no single private developer has taken the steps necessary to acquire the subject property and IWU parcels. With the demolition project ready to conclude later this

spring, it is the owner's intention to proceed with subdividing the subject property and sell the resulting small lots to multiple developers.

Staff has serious concerns that the potential subdividing of the subject property would represent a huge missed opportunity to create a significant development in the northern portion of downtown Bloomington in favor of an uncoordinated piecemeal development. The Kirk family is also interested in seeing their property combined with the IWU parcels as part of a larger development for the benefit of the City as a whole but they can no longer justify retaining ownership of the subject property and need to recoup their investment and move on to other projects. Therefore, it is staff's recommendation that the city acquire the subject property after the demolition project is complete, partner with IWU, establish a Tax Increment Financing (TIF) District around these properties, and market the site to potential developers. It would be the city's intent to attract and support a significant whole-block development to this site that would be supportive of the Council's and public's vision for the downtown, form a link between downtown and the IWU campus, and also respect the historic integrity of the nearby Franklin Park neighborhood.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Appropriate Department Heads and representatives from Administration, Public Works, Community Development, and Finance have provided input on the acquisition of the subject property. Staff has also held meetings with officials from IWU and the owners of neighboring properties regarding the potential acquisition of the subject property. Additional meetings have been held with multiple private developers who have expressed interest in the subject property.

FINANCIAL IMPACT: Budget amendment will be forthcoming.

Respectfully submitted for Council consideration.

Prepared by: Austin Grammer, Economic Development Coordinator

Reviewed by: Tom Dabareiner AICP, Community Development Director

Financial & budgetary review by: Carla Murillo, Budget Manager

Legal review by: Kathleen Field Orr, City TIF Attorney
Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Contract
- Resolution
- Map

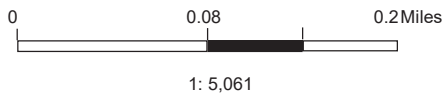
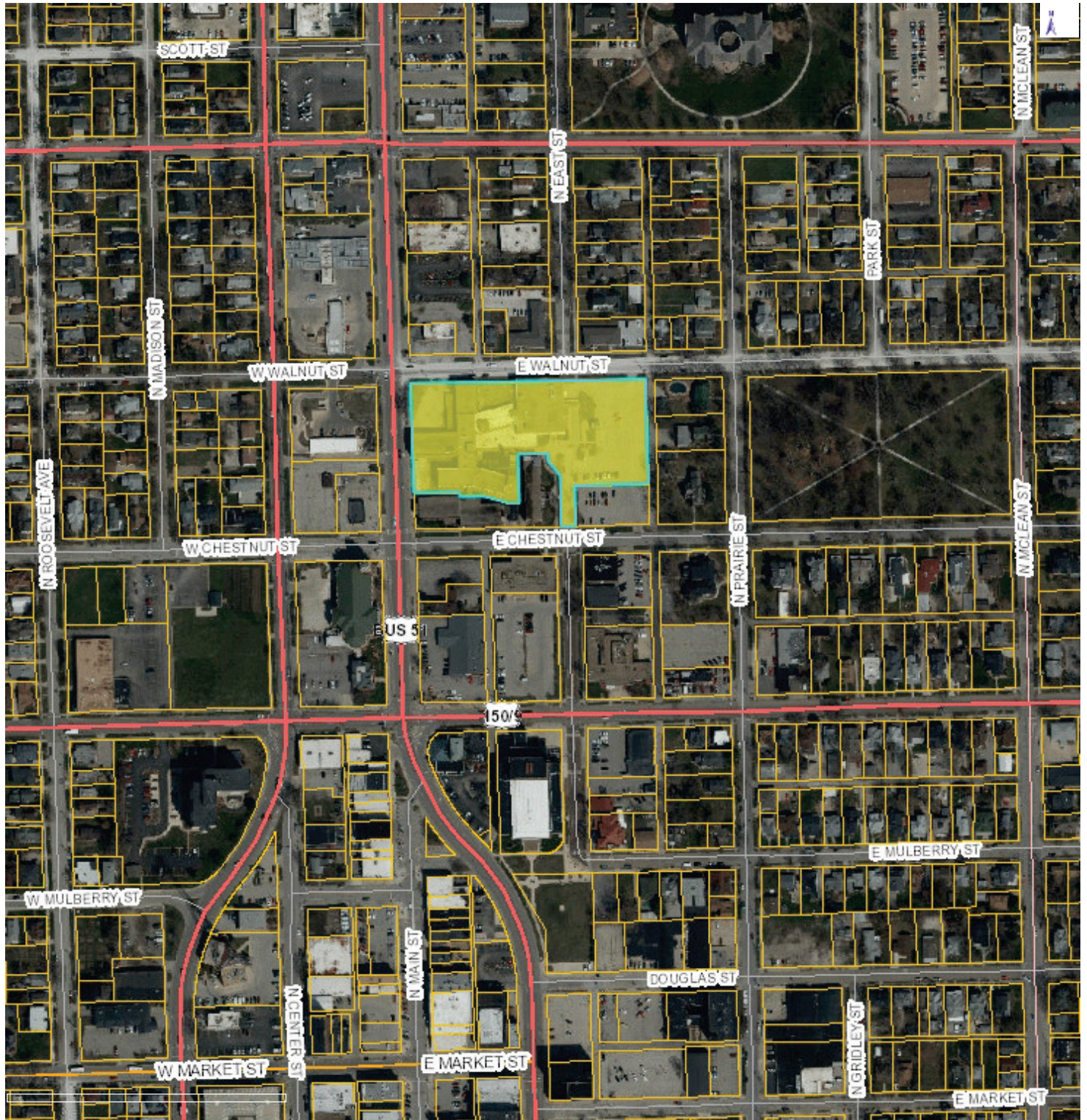
Motion: Council approve the Resolution approving the contract for the property located at 807 North Main Street be acquired from 3 Kirk Holdings, LLC at an acquisition price of \$1,400,000.00, and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

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



Former Electrolux Property – 807 North Main Street



By using any McGIS products or services, you indicate your acceptance of the Licensing Agreement: <http://www.McGIS.org/License>

Notes

CONTRACT TO PURCHASE COMMERCIAL REAL ESTATE

This Contract to Purchase Commercial Real Estate ("Contract") is made this ____ day of _____, 2016, by the 3 KIRK HOLDINGS, LLC, an Illinois limited liability company (hereinafter referred to as "Seller"), and the CITY OF BLOOMINGTON, ILLINOIS, an Illinois municipal corporation, its nominee or assignee, (hereinafter referred to as "Purchaser").

RECITALS

In consideration of the covenants and agreements of the respective parties, as set forth below, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase and take from Seller, the real property situated in Bloomington, McLean County, Illinois, and particularly described as follows: 807 North Main Street, Bloomington, IL, hereinafter referred to as "Real Property".

Legal Description is attached on **Exhibit A** hereto.

All being in Bloomington, McLean County, Illinois.

Tax I.D. #21-04-133-009

Together with all privileges, rights, easements, hereditaments and appurtenances to it.

The Real Property and the foregoing being purchased and described above is referred to hereafter as the "Property."

The following terms, provisions, and conditions are further agreed to:

1. PRICE.

The Purchase Price for the Property is One Million Four Hundred Thousand Dollars and No/Cents (\$1,400,000.00)("Original Purchase Price"), payable in cash, bank check, or by wire at Closing, subject to any adjustments and/or prorations below. Purchaser shall pay Twenty Five Thousand and 00/100 Dollars (\$25,000.00) as earnest money (the "Earnest Money") to be deposited into a title company's "non-interest" bearing escrow account no later than five (5) business days following acceptance of this contract. At Closing, the Purchaser shall be credited toward the purchase price with the earnest money paid. This transaction is not contingent on financing.

2. EVIDENCE OF TITLE.

Seller shall, within thirty (30) days of date of final execution of this Contract (i.e. the date of the last party to sign), deliver to Purchaser a written commitment for owners title insurance in

the amount of the Purchase Price from Chicago Title Insurance Company, to issue at Closing a current ALTA owner's policy of title insurance in an amount equal to the full purchase price of the property,, disclosing merchantable title to the Real Property in Seller, subject only to restrictive covenants of record and easements of record, which do not restrict Purchaser's intended use of the Real Property. and which are acceptable to Purchaser, conveyances or reservations of mineral rights of record, real estate taxes due and payable, and to any liens which may be removed by Seller prior to or at Closing ("Permitted Exceptions"). Purchaser shall have a reasonable time to cause said title commitment to be examined by an attorney. After Closing, Purchaser will be responsible for having the title policy issued. The "Purchaser's search" for the title commitment or policy shall be paid by Purchaser. Seller shall pay for the title insurance premium, Seller's search and any endorsements needed to insure title to the Real Property.

3. CLOSING. Closing shall occur on or before August 15, 2016, or as adjusted by the terms of this Agreement. Possession of the Property shall be given as of the date of closing.

4. DUE DILIGENCE.

Conditions Precedent for Closing. In addition to other contingencies listed in this Contract, Purchaser's obligation to consummate the transaction contemplated by this Agreement shall be subject to satisfaction or waiver of each of the following conditions on or before July 15, 2016, unless the timing to complete the following conditions are prior to July 15, 2016("Due Diligence Period") collectively the "Conditions Precedent."

- (a) **Demolition of Improvements and Inspection.** Seller shall complete the demolition of the improvements on the Property to the satisfaction of Purchaser on or before April 15, 2016. Demolition completion shall be memorialized in writing by the Parties. As part of the demolition, Seller shall repair and replace, the sidewalks on and adjacent to the Property on Main Street which are damaged or destroyed by Seller or Seller's agents. Seller may perform such repair work itself or hire a contractor to perform such work and such work shall be done in accordance with the City of Bloomington Manual of Practice for the Design of Public Improvements in the City of Bloomington, Illinois, Third Addition, July 2005. The "hallways" remaining attached to the IWU Building, shall remain on the property. Seller must provide Purchaser with written confirmation from Illinois Wesleyan University that such hallways have been sealed or otherwise left in a condition acceptable to Illinois Wesleyan University. Seller shall fill and grade the property after demolition in accordance with the City of Bloomington Manual of Practice for the Design of Public Improvements in the City of Bloomington, Illinois, Third Addition, July 2005.
- (b) **Environmental Assessment.** Within ninety (90) days after the requirements of Paragraph 4(a) have been satisfied, Purchaser shall obtain at its cost a Phase I and, in its discretion, a Phase II environmental assessment of the Property. Purchaser shall determine in its sole discretion whether there are any environmental issues or problems that will prevent Purchaser from purchasing the Property. Seller will

cooperate with Purchaser's engineers and supply them any previous environmental studies Seller may be aware of or have in its possession. Purchaser agrees to keep any findings of the environmental assessments confidential from third parties, other than attorneys or financial advisors, unless otherwise compelled to disclose said information by an order of the court or administrative agency.

If the environmental studies can commence prior to the completion of demolition as referenced in 4(a), the Purchaser shall initiate all aspects of the Environmental Studies that can take place concurrently with the demolition. Any delay in the completion of the demolition, as referenced in 4(a), shall extend the 90 day period by one day for each day beyond April 15th, 2016 the substantial completion of the demolition takes.

- (c) **Survey.** Purchaser at its expense may secure a survey of the Property.
- (d) **Unpermitted Title Exceptions or Survey Defects.** Purchaser shall have thirty (30) days after receipt of the title commitment in which to object in writing to Seller any defect, encumbrance, or matter appearing in the title documents or survey. Those matters to which the Purchaser does not so object shall become permitted exceptions. If, within such applicable period, Purchaser notifies Seller of any objection to any defect, encumbrance, or matter shown in the title commitment or of survey defects, Seller shall have thirty (30) days after receipt of such notification of objection, to have the exceptions removed from the commitment or to have the title insurer commit to insure against loss or damage that may be occasioned by such unpermitted exceptions or survey defects. If Seller does not do so, then Purchaser may at any time prior to July 15, 2016 send Seller and Escrow Agent written notice terminating this Agreement, whereupon Escrow Agent shall immediately release the Earnest Money to Purchaser, and neither Purchaser nor Seller shall have any further rights or obligations pursuant to this Agreement.
- (e) **Appraisal.** Within sixty (60) days from the date of final execution of this Agreement, Purchaser may obtain on a commercial appraisal from a licensed appraiser chosen by Purchaser which shows a fair market value meeting or exceeding the Purchase Price.
- (f) **Final Inspection.** At any time forty-eight (48) or less hours prior to the Closing, Purchaser shall be allowed to inspect the Property to ensure that it is in condition comparable to the condition of the Property at the date of the execution of this Contract and that the applicable contingencies have been satisfied. Should such inspection reveal any adverse material change in the condition of the Property since the Contract was signed Seller shall, at its option, cure said adverse material change in condition.

- (g) **Resolution.** Purchaser's adoption of a resolution on or before March 14, 2016 authorizing Purchaser to execute this Contract and to close on this transaction as provided for in this Contract.

Upon failure of any one or more of the above Conditions Precedent, Purchaser may, by written notice to Seller terminate this Contract with no liability to Purchaser and shall receive a full return of the Earnest Money, or, in the case of Paragraph 4(f), proceed to Closing and receive a credit to the Purchase Price for any items not completed by Seller. Failure of Purchaser to give Seller notice of its election shall constitute a waiver by Purchaser of the Conditions Precedent. Purchaser shall have the right unilaterally to waive any Condition Precedent by written notice to Seller

5. TAXES AND SPECIAL ASSESSMENTS

Seller shall pay or has paid all of the prior years' taxes due and owing, including the 2014 taxes and prior years for the Property. The 2015 real estate taxes, payable in 2016, shall be pro-rated to the date of Closing, unless the Closing shall occur in 2016, in which case the Seller shall be responsible for all of the 2015 and the portion of the 2016 real estate taxes, pro-rated to the date of Closing, either or both of which as the case may be, shall be reflected as a credit to the Purchaser at Closing and shall be based on the most recent tax bill or on the best recent information then available in respect to the amount of said taxes, whichever more accurately represents the anticipated amount of said taxes. Seller shall pay any and all confirmed special assessments on the Property, whether due or to become due which were assessed prior to Closing.

6. CONVEYANCE.

At Closing, Purchaser shall pay the Purchase Price to Seller, and Seller shall thereupon execute and deliver to Purchaser a recordable warranty deed to the Property in accordance with the statutes of the State of Illinois, with full release of homestead, if applicable. Seller shall pay for state, county and local transfer or other documentary stamps as may be required by law. Said deed shall be subject to the exceptions set forth in Paragraph 2.

7. ESCROW.

The parties agree the Closing shall take place through escrow. Accordingly, an escrow shall be opened with the title company providing the title insurance. Such instructions as the escrow company may require, not inconsistent with the provisions of this Contract, shall be signed by the parties. Cost of the escrow to be split equally between Purchaser and Seller.

8. TRANSFER OF POSSESSION.

Possession of Property shall be transferred at Closing.

9. REPRESENTATIONS AND WARRANTIES.

Representations and Warranties by Seller. Seller represents and warrants to Purchaser as follows:

- (a) **Hazardous Substances.** Except as disclosed by any environmental assessment provided by Purchaser, and excepting the underground diesel storage tank removed by Seller prior to execution of this Contract, to the best of Seller's knowledge, during Seller's ownership of the Property, (i) no above or below ground gas storage tank is or has been located on the Property, (ii) Seller has not received any written notice from any applicable governmental authority that no substances have been placed or located upon the Property in violation of applicable environmental laws, (iii) there are no pending or past actions by any governmental authority for the environmental clean-up of the real estate, (iv) Seller has no notice of any presence of contamination by a Hazardous Material, as defined below, on the Property, and (iv) Seller has no knowledge of any release or contamination by any Hazardous Substances of any adjacent parcel of real estate including any parcel that would be adjacent but for a public street or alley was lying between it and the Property. Further, To the best of Seller's knowledge, during Seller's ownership of the Property, excepting the underground diesel storage tank removed by Seller prior to execution of this Contract: (i) no Hazardous Materials have been located on the Property or released into the environment, or discharged, placed or disposed of at, on or under the Property; (ii) no underground storage tanks were located on the Property; (iii) the Property has never been used as a dump for waste materials or Hazardous Materials; and (iv) the Property and its uses comply with and at all times have complied with, any applicable governmental law, regulation or requirement relating to environmental and occupational health and safety matters and Hazardous Materials. The term "Hazardous Materials" shall mean any substance, material, waste, gas or particulate matter which is regulated by any local governmental authority, the State of Illinois, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of Illinois law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. §1251 et seq. (33 U.S.C. §1317), (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. (42 U.S.C. §6903), or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq. (42 U.S.C. §9601). The term "Environmental Laws" shall mean all statutes specifically described in the foregoing sentence and all federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

- (b) **Proceedings.** Other than a pending code enforcement action by the City of Bloomington which is known to Purchaser, there is no action, litigation, investigation, condemnation, rezoning or other proceeding of any kind pending or, to the best knowledge of Seller, threatened against Seller or the Property which would have a material and adverse affect on the ability of Seller to perform its obligations under this Agreement, or against any portion of the Property.
- (c) **Title.** That the Seller is and will be, at the time of Closing, the fee simple owner of the Property to be conveyed and that its title thereof will be subject only to the Permitted Exceptions.
- (d) **Special Assessments.** That no notices from any governmental authority concerning the possible imposition of any special taxes or assessments have been issued, and the Property is not now subject to any special assessments.
- (e) **Contracts.** There are no leases or other legal contracts affecting the Property.
- (f) **Condition of Property.** Seller is selling the Property as-is to Purchaser. Seller is not aware of any materially adverse fact regarding the condition of the Property that has not been disclosed in writing to the Purchaser.
- (g) **Corporate Status & Authority.** Seller warrants it is a limited liability company duly organized, validly organized and in good standing under Illinois law and has all corporate power and authority to own the Property and to enter into and perform this Contract. This Contract and such other agreements are the legal, valid and binding agreements of Seller, enforceable according to their respective terms.
- (h) **Operation of Property.** Seller warrants that from the date of Seller's acceptance hereof to the Closing Date or earlier termination of this Agreement, Seller shall sell, encumber or grant any interest in the Property or any part thereof in any form or manner whatsoever, or otherwise perform or permit any act which will diminish or otherwise affect Purchaser's interest under this Contract or in or to the Property or which will prevent Seller's full performance of its obligations hereunder.
- (i) **Water, Sewer and Other Utility Payments.** There are no payments owed for water, sewer, electric, and gas utility serving the Real Property. Seller shall be responsible for payment for its water and sewage usage up until Closing and shall cause said amount to be paid to the appropriate utility, or said amount credited to Purchaser at Closing; if the amounts owed are then known, or shall pay Purchaser said amounts upon demand if said amounts owed are not known until after Closing.
- (j) **Liens or Encumbrances.** There are no liens or encumbrances affecting the Property other than those shown in the title commitment obtained by Seller.

Representations and Warranties by Purchaser. Purchaser represents and warrants to Seller as follows:

- (i) **Corporate Status and Authority.** Purchaser, its nominee or assignee will be a company or municipal corporation duly organized, validly existing, and in good standing under applicable law and has all necessary power and authority to conduct its business involving the Property; the execution, delivery and performance of this Agreement will have been duly authorized and this Agreement and such other agreements are the legal, valid, and binding agreements of Purchaser, enforceable according to their respective terms.

10. DELIVERIES.

- (a) **Seller's Pre-Closing Deliveries.** Within fifteen (15) days of execution of this Contract, Seller shall deliver to Purchaser the following documents if they are in Seller's possession:
 - (i) the most recent real estate tax bills pertaining to the Real Property;
 - (ii) any survey of the Real Property in Seller's possession;
 - (iii) as-built drawings of underground utilities (including sewer, gas, water, telephone and electrical service cables) located under the Real Property, if available;
 - (iv) all photographs, reports, bills, invoices and all other documents relating to environmental testing, including soil testing and asbestos abatement for the Property;
 - (v) all documentation, receipts and reports, including inspection reports, relating to the removal of the underground diesel storage tank on the Property, including the names of the contractors involved and all local, state and federal permits relating to such removal; and
 - (v) all prior purchase contracts relating to the Property in Seller's possession and contact information for all contractors, subcontractors and material suppliers used by Seller on the Property, including without limitation, those used on the demolition of the improvements on the Property.
- (b) **Seller's Deliveries at Closing.** At the Closing, Seller shall deliver the following to Purchaser:
 - (i) a recordable Warranty Deed sufficient to vest title in fee simple in Purchaser with payment for all transfer and other documentary stamps;

- (ii) an ALTA Statement, if any, in form required by the Title Insurer;
 - (iii) a letter from the City of Bloomington or other provider of water and sewer service to the Property (or such other evidence satisfactory to Purchaser) stating that there are no due and unpaid amounts for water or sewer service;
 - (iv) such other documents, instruments, certifications and confirmations as may be reasonably required and designated by Purchaser and/or the title company insuring title to fully effect and consummate and insure title of the transactions contemplated hereby;
 - (v) a duly adopted resolution of the Seller authorizing this transaction.
- (c) **Purchaser's Deliveries at Closing.** On the Closing Date, Purchaser shall deliver the following to Seller:
- (i) the Purchase Price;
 - (ii) an ALTA Statement, if any, in form required by the Title Insurer;
 - (iii) such other documents, instruments, certifications and confirmations as may be reasonably required and designated by Seller to fully effect and consummate the transaction contemplated hereby.

11. TAX INCREMENT FINANCING. Purchaser intends that the Property shall be a cornerstone of a plan for redevelopment which shall utilize the benefits afforded by the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et. seq., and without the availability of the benefits of such act, the Purchaser would not proceed with the Closing.

12. BROKER'S COMMISSION.

The parties represent that no real estate brokers have been used and no commission is due in connection with this transaction.

12. ADVICE OF COUNSEL.

Each party has consulted an attorney to review this Agreement prior to its execution. Each party has had the opportunity to be represented by counsel of its choice in negotiating this Contract. This Contract shall therefore be deemed to have been negotiated and prepared at the mutual request, direction, and instruction of the parties, at arm's length, with the advice and participation of counsel, and will be interpreted in accordance with their respective terms without favor to any party.

13. DEFAULT.

- (a) If Seller shall default in the performance of Seller's obligations under this Contract, then Purchaser shall have the right to pursue all rights and remedies available against Seller at law or equity, including but not limited to specific performance and the recovery of all attorney fees and expenses incurred by Purchaser as a result of such default.
- (b) If Purchaser shall default in the performance of Purchaser's obligations under this Contract, then Seller shall have the right to pursue all rights and remedies available against Seller at law or equity and the recovery of all attorney fees and expenses incurred by Purchaser as a result of such default.

14. INTERNAL REVENUE SERVICE FILING.

Seller is responsible for filing Internal Revenue Service Form 1099B for this transaction under the Tax Reform Act of 1986 and Regulations thereunder.

15. NOTICES.

Any notice, request, demand, instruction or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered personally or sent by United States registered or certified mail, return receipt requested, or by overnight express courier, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally or two (2) business days after deposit in the mails, if mailed, or deposit with an overnight express courier. A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

If to Seller: 3 Kirk Holdings, LLC
 Att: Mike Kirk
 10508 E 1400 North Road
 Bloomington, IL 61705
 Phone: (309) 261-2345

With a copy to: Richard Marvel
 405 W. Front Street
 Bloomington, IL 61701
 Phone: (309) 829-9400
 Email: rtm@richmarvel.com

If to Purchaser: City of Bloomington
 Attn: City Manager
 109 E. Olive Street
 Bloomington, IL 61701
 Phone: (309) 434-2210

With a copy to: Jeffrey R. Jurgens
Sorling Northrup
1 North Old State Capitol Plaza, Suite 200
P.O. Box 5131
Springfield, IL 62705
Phone: (217) 544-1144
Fax: (217) 522-3173
Email: jrjurgens@sorlinglaw.com

16. BINDING EFFECT OF AGREEMENT.

This Agreement and the covenants and agreements of it shall bind and inure to the benefit of the parties, and their respective heirs, personal representatives, successors and assigns. Unless the agreement otherwise requires, the covenants of this agreement shall survive the transfer of title.

17. FACSIMILE SIGNATURES/COUNTERPARTS.

The parties agree that a facsimile or pdf signature shall have the same legal force and effect as an original signature. This Contract may be signed in one or more counterparts which when taken together shall constitute one full executed contract.

18. NONMERGER.

The provisions of Paragraph 8, Representation and Warranties and other covenants given herein shall survive Closing and shall not be considered merged into the Deed.

IN WITNESS WHEREOF, the parties have executed this instrument at the place and on the date first above-specified.

PURCHASER:

CITY OF BLOOMINGTON

By: _____
Its: _____

SELLER:

3 KIRK HOLDINGS, LLC

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

EXHIBIT A
LEGAL DESCRIPTION

LEGAL DESCRIPTION OF PROPERTY

Block 6 in the Durley Addition to the City of Bloomington; the North-South vacated alley in said Block 6; the vacated East Street lying between Block 6 and Block 7 in the Durley Addition to the City of Bloomington; and that part of Block 7 in the Durley Addition to the City of Bloomington, lying West of the alley; all in McLEAN COUNTY, ILLINOIS.

EXCEPT:

A part of Block 6, a part of the North-South vacated alley in said in said Block 6 and a part of vacated East Street lying East of and adjacent to said Block 6, all in the Durley Addition to the City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the Southwest corner of said Block 6. From said Point of Beginning, thence East 322.75 feet along the South line of said Block 6 to the Southeast corner thereof; thence East 15.21 feet along the line connecting said Southeast Corner to the Southwest corner of Block 7 in said Durley's Addition, said line forms an angle to the right of 179 degrees 58 minutes 00 seconds with the last described course; thence North 115.55 feet along a line which forms an angle to the right of 90 degrees 04 minutes 56 seconds with the last described course; thence Northwest 41.75 feet along a line which forms an angle to the right of 134 degrees 45 minutes 03 seconds with the last described course; thence North 17.52 feet along a line which forms an angle to the right of 225 degrees 02 minutes 44 seconds with the last described course; thence West 69.10 feet along a line which forms an angle to the right of 90 degrees 15 minutes 04 seconds with the last described course; thence South 107.07 feet along a line which forms an angle to the right of 89 degrees 53 minutes 37 seconds with the last described course; thence West 27.34 feet along a line which forms an angle to the right of 270 degrees 00 minutes 00 seconds with the last described course; thence Northwest 53.38 feet along a line which forms an angle to the right of 196 degrees 39 minutes 32 seconds with the last described course; thence West 56.68 feet along the Easterly Extension of a building wall and along said building wall which form an angle to the right of 162 degrees 59 minutes 25 seconds with the last described course; thence North 9.81 feet along a line which forms an angle to the right of 270 degrees 07 minutes 36 seconds with the last described course; thence West 104.69 feet along a line which forms an angle to the right of 90 degrees 11 minutes 55 seconds with the last described course to the West line of said Block 6; thence South 80.24 feet along said West line which forms an angle to the right of 89 degrees 37 minutes 08 seconds with the last described course to the Point of Beginning, in McLEAN COUNTY, ILLINOIS.

AND ALSO EXCEPT:

The South 91.50 feet of Lots 10 and 11 in Block 7 in the Durley Addition to the City of Bloomington, and all that part of the East 14 feet of vacated East Street in the City of Bloomington, lying West of and adjacent to the West line of said Block 7, with said East 14 feet being bounded on the South by the Westerly Extension of the South line of said Block 7 and on the North by the Westerly Extension of the North line of the South 91.50 feet of said Lots 10 and 11, all being in McLEAN COUNTY, ILLINOIS.

2014 Real Estate Tax Payable in 2015: \$35,961.50

Tax Parcel No.: 21-04-133-009

(Includes assessment on existing improvements to be removed.)

A RESOLUTION APPROVING A CONTRACT TO PURCHASE COMMERCIAL REAL ESTATE LOCATED AT 807 NORTH MAIN STREET, BLOOMINGTON, ILLINOIS

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

WHEREAS, 3 Kirk Holdings, LLC (hereinafter the “Owner”), the Owner of the property commonly known as 807 North Main Street, Bloomington, Illinois (hereinafter the “Property”), formerly the site of Mennonite Hospital and then the Eureka Co. / Electrolux, desires to sell said Property; and,

WHEREAS, the City Council of the City has determined it to be in the best interest of the City and its residents to acquire the Property for future commercial development in accordance with the terms and conditions set forth in the Contract to Purchase Real Estate attached hereto and made a part hereof (the “Contract”).

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

Section 1. That the above recitals are hereby incorporated into the body of this Resolution and restated as though set forth herein.

Section 2. That the Contract for the purchase of the Property (commonly known as 807 North Main Street) is hereby approved and the Mayor and City Clerk of Bloomington are authorized to execute and deliver the Contract and the Mayor, City Clerk and City Manager are hereby authorized to undertake any action necessary to implement its terms.

Section 3. That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

Passed by the Mayor and City Council of the City of Bloomington, Illinois, this ____ day
of _____, 2016.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Tari Renner, Mayor

Attest:

Cherry Lawson, City Clerk

CITY OF
Bloomington ILLINOIS
REGULAR AGENDA ITEM NO. 8B

FOR COUNCIL: March 14, 2016

SUBJECT: Consideration of approving a Resolution to authorize preliminary action, known as an Inducement Resolution, in connection with the redevelopment of the Commerce Bank and Front N' Center buildings in downtown Bloomington into a hotel, conference center and restaurant cluster.

RECOMMENDATION/MOTION: That the Inducement Resolution in support of a proposed redevelopment project from Bloomington Downtown Redevelopment Partners, LLC be approved and authorize the Mayor and City Clerk to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 3a. Retention and growth of current local businesses; 3b. Attraction of new targeted businesses that are the “right” fit for Bloomington; 3c. Revitalization of older commercial homes; 3d. Expanded retail businesses; 3e. Strong working relationship among the City, businesses, economic development organizations. Objective 4c. Preservation of property/home valuations; 4d. Improved neighborhood infrastructure; Objective 5b. City decisions consistent with plans and policies; 5c. Incorporation of “Green Sustainable” concepts into City’s development and plans; 5e. More attractive city: commercial areas and neighborhoods. Objective 6a. More beautiful, clean Downtown area; 6b. Downtown Vision and Plan used to guide development, redevelopment and investments; 6c. Downtown becoming a community and regional destination; 6e. Preservation of historic buildings.

BACKGROUND & OVERVIEW: At the February 16, 2016 Committee of the Whole meeting, consultants from SB Freidman Development Advisors presented their findings related to their review of the hotel / conference center / restaurant cluster redevelopment project proposed by Downtown Bloomington Redevelopment Partners, LLC (BDRP) for the Commerce Bank, Front N' Center, and Elks Lodge buildings in downtown Bloomington. While SB Friedman’s analysis of the BDRP proposal determined that the conceptual project could be financially feasible with limited municipal assistance, a complete development team and program has not yet been assembled by BDRP. Consultants from SB Freidman recommended that the City Council approve an Inducement Resolution in support of BDRP’s proposed project and request that a complete development team and program be assembled.

Consultants from SB Freidman also recommended that the City Council initiate the creation of a Tax Increment Finance (TIF) District and Business District (BD) in downtown Bloomington that would include the subject properties so that those economic development tools can be in place to support BDRP’s proposed redevelopment project.

The proposed Inducement Resolution outlines a number of requirements that BDRP will need to meet in order to continue negotiations regarding municipal assistance for the proposed project. Once the requirements are met, staff will again review BDRP's proposal to determine whether municipal assistance is needed, and if needed, staff will negotiate a redevelopment agreement with BDRP for review and approval by the City Council.

The passage of the proposed Inducement Resolution is necessary to allow BDRP's eligible expenses incurred before the establishment of the proposed TIF District and BD to be eligible for reimbursement should the proposed TIF District and BD be established and a Redevelopment Agreement be approved by the City Council. The Inducement Resolution has been prepared and reviewed by the City's TIF Attorney, Kathleen Field Orr & Associates, and is attached.

City staff recommends the Inducement Resolution be approved so that BDRP can continue its work to secure a developer / hotel operator for the proposed downtown hotel with the assurance that the City Council is supportive of the project at this early stage.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Appropriate Department Heads have provided input on the proposed redevelopment of the Commerce Bank, Front N' Center, and Elks Lodge buildings. Additional meetings have been held with neighboring property owners, interested local and national developers and commercial real estate brokers.

FINANCIAL IMPACT: The proposed Inducement Resolution does not legally bind the city to financially support BDRP in any way. Should BDRP's final development proposal not meet the approval of the City Council, the city will not be obligated to provide any reimbursement for expenses incurred by BDRP or be obligated to establish the proposed South Downtown TIF District or South Downtown Hospitality Business District for the benefit of BDRP.

Respectfully submitted for Council consideration.

Prepared by: Austin Grammer, Economic Development Coordinator

Reviewed by: Tom Dabareiner AICP, Community Development Director

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

Legal review by: Kathleen Field Orr, City TIF Attorney

Recommended by:



David A. Hales
City Manager

Attachments:

- MCRPC GIS map highlighting BDRP proposed redevelopment site.
- Inducement Resolution.

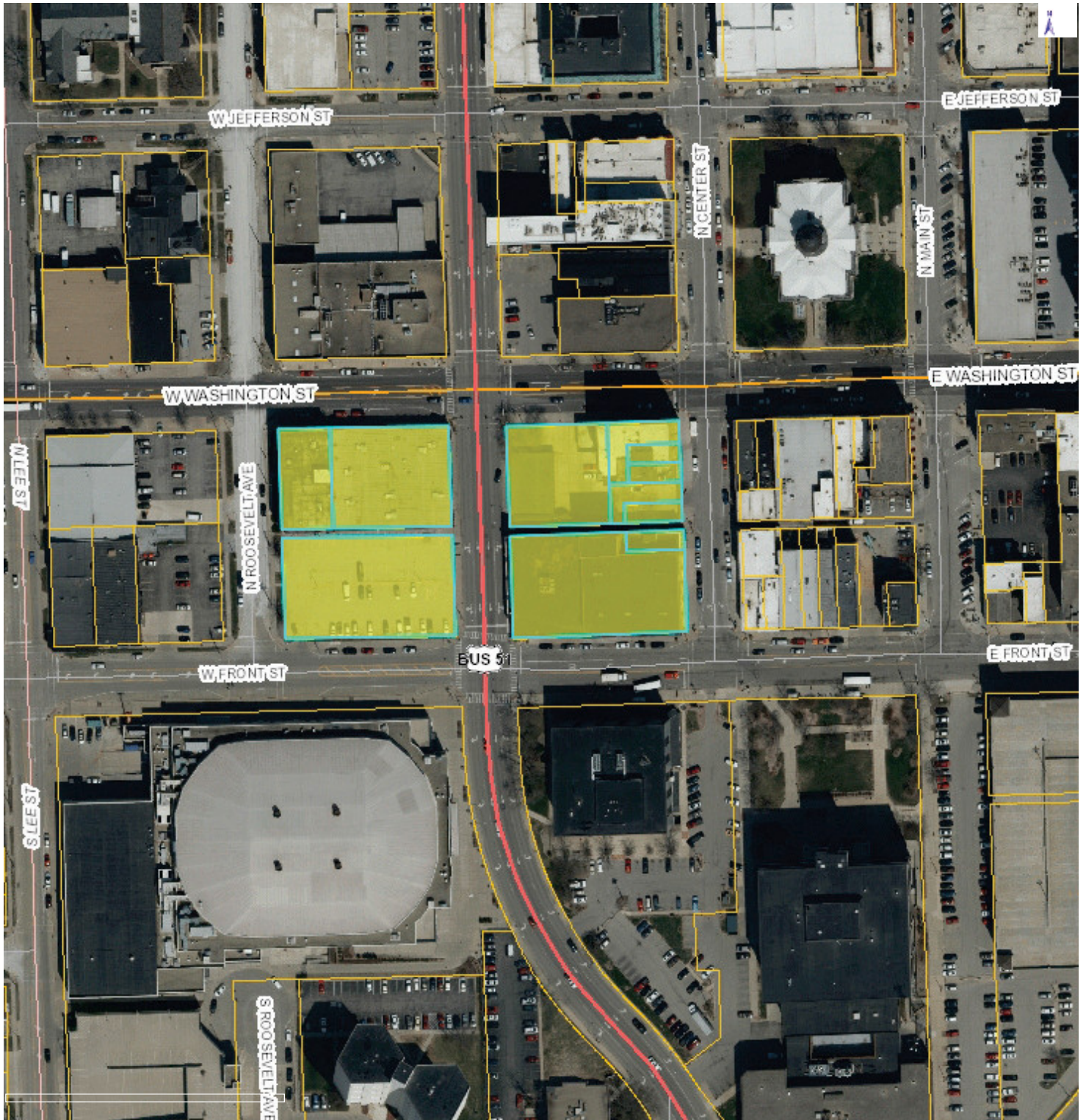
Motion: That the Inducement Resolution in support of a proposed redevelopment project from Bloomington Downtown Redevelopment Partners, LLC be approved and authorize the Mayor and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

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



BDRP Proposed Redevelopment Site



0 0.04 0.1 Miles
1: 2,530

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Notes

Printed: 2/26/2016 9:56:06 AM

Resolution No. 2016-_____

**A RESOLUTION IN SUPPORT OF A PROPOSED REDEVELOPMENT PROJECT FROM
BLOOMINGTON DOWNTOWN REDEVELOPMENT PARTNERS, LLC**

WHEREAS, the City of Bloomington, McLean County, Illinois (the “*City*”) is a duly organized and validly existing home rule municipality pursuant to Article VII, Section 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, the Mayor and City Council of the City (the “*Corporate Authorities*”) have determined that one of their primary goals as a local unit of government is to promote the health, safety and welfare of its citizens by encouraging private investment in industry and business in order to enhance the City’s tax base, ameliorate blight and provide job opportunities for its residents; and,

WHEREAS, Bloomington Downtown Redevelopment Partners, LLC (the “*Developer*”) has proposed the redevelopment of the Commerce Bank and Front N Center buildings into a 129 room hotel, conference center and restaurant cluster (the “*Proposed Project*”) within the City’s “Downtown District,” which Proposed Project could enhance the vitality of the central business district of the City given its strategic location adjacent location to the historic downtown square; and,

WHEREAS, the administration of the City has conducted a preliminary review of the Proposed Project including (collectively, the “*Preliminary Plans*”):

- (a) Preliminary Concept plans for the Proposed Project including floor plans for the hotel and convention center;
- (b) Estimated costs of the Proposed Project including both hard and soft costs;
- (c) A proposed capital structure;

(d) Projected revenues from all sources, including hotel taxes, food and beverage taxes, sales taxes, real estate taxes; and

(e) Projected net operating income;

and,

WHEREAS, the Developer has advised the City that the Proposed Project shall require financial assistance from the City for certain costs to be incurred in connection with the Proposed Project, which costs would constitute “Redevelopment Project Costs” as such term is defined in the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* (the “*TIF Act*”) or “Business District Project Costs” under the Business District Development and Redevelopment Law, 65 ILCS 5/11074.3-1 *et seq.* (the “*BD Act*”) and, therefore, has requested the City to proceed to consider the designation of its Downtown District as a “Redevelopment Project Area” pursuant to the TIF Act and the designation of a “Business District” pursuant to the BD Act; and,

WHEREAS, this Resolution is intended to:

(a) allow the Developer to incur certain costs relating to the Proposed Project that may be considered Redevelopment Project Costs and/or Business District Project Costs prior to the approval of any redevelopment agreement with the Developer;

(b) require the Developer to provide the City with the data hereinafter set forth in order to permit the Corporate Authorities to determine if the Proposed Project is economically viable; and,

(c) allow the costs incurred by the City in connection with its review of the Preliminary Plans, its review of the additional data hereinafter itemized and the designation of a

Redevelopment Project Area and a Business District to be considered Redevelopment Project Costs and/or Business District Project Costs as defined by the TIF Act and the BD Act.

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

Section 1. The City Council hereby directs the City Manager to request the Developer to provide the following data for its review on or before May 31, 2016:

- (a) Evidence of Site Control;
- (b) Letters of commitment from an appropriately experienced and acceptable hotel developer;
- (c) Financing commitments from acceptable lenders, tax credit buyers, and cash equity investors;
- (d) Lease or other commitments from appropriate other tenants;
- (e) Franchising agreement for an acceptable hotel brand;
- (f) Detailed plans and specifications for the development acceptable to the City Manager;
- (g) Construction and development costs prepared in sufficient detail by a general contractor or professional cost estimator; and,
- (h) Revised, final financial projections of net operating income, tax generation, and other factors.

Section 2. The City Council hereby authorizes the administration and its redevelopment consultant to review all data submitted by the Developer to determine appropriate levels of support from the City, if any, necessary to achieve economic feasibility.

Section 3. The City Manager is hereby authorized to initiate the preparation of an Eligibility Report and Redevelopment Plan in order to proceed with the designation of a

Redevelopment Project Area pursuant to the TIF Act and a Business District pursuant to the BD Act covering the City's Downtown District.

Section 4. The City Manager is authorized to initiate such other studies and analyses as necessary to support creation of these districts including without limitation and required appraisals, environmental assessments, and redevelopment consulting costs, all to be reimbursable as eligible Redevelopment Project Costs and Business District Project Costs as permitted by the TIF Act and the BD Act.

Section 5. That the Corporate Authorities may also consider expenditures in connection with the Proposed Project incurred by the Developer prior to its approval of the Proposed Project and the execution of a redevelopment agreement with the Developer, to be expenditures that are Redevelopment Project Costs as defined by the TIF Act and Business District Project Costs as permitted by the BD Act.

Section 6. The City Manager is hereby directed to deliver to the City Council a final recommendation as to the appropriate levels of support from the City, if any, in order to permit the development of the Proposed Project to proceed to completion.

Section 7. That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

Passed by the Mayor and City Council of the City of Bloomington, Illinois, this ____ day
of _____, 2016.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Mayor

Attest:

City Clerk

CITY OF
Bloomington ILLINOIS

REGULAR AGENDA ITEM NO. 8C

FOR COUNCIL: March 14, 2016

SUBJECT: Consideration of an Ordinance authorizing a Redevelopment Agreement between the City of Bloomington and BT Bloomington, LLC for the proposed redevelopment of the Colonial Plaza Shopping Center.

RECOMMENDATION/MOTION: That the Ordinance approving a Redevelopment Agreement between the City of Bloomington and BT Bloomington, LLC be approved, and authorize the Mayor and City Clerk to execute the necessary documents.

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

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

BACKGROUND & OVERVIEW: On August 24, 2015 the City Council approved an Inducement Resolution authorizing BT Bloomington, LLC (the owner of the vacant Kmart building and the Colonial Plaza Shopping Center) to proceed with preliminary work related to the redevelopment of the Colonial Plaza Shopping Center. The Inducement Resolution allowed for BT Bloomington, LLC’s TIF-eligible expenses incurred before the establishment of a TIF District and the approval of the proposed Redevelopment Agreement be considered eligible for reimbursement. The City Council formally approved the Empire Street Corridor TIF District on February 22, 2016.

Since the approval of the Inducement Resolution, BT Bloomington, LLC has been working diligently to secure multiple national retailers to fill the vacant Kmart building and the other vacant spaces in the shopping center. To date, Dick’s Sporting Goods, Five Below, Home Goods, Carter’s Oshkosh B’gosh and Designer Shoe Warehouse (DSW) have all signed leases or letters of intent to lease space in portions of Colonial Plaza controlled by BT Bloomington, LLC. Additionally, national retailer PetsMart has expressed interest in the vacant Circuit City building which is under separate ownership. The attached marketing brochure indicates the proposed locations for these retailers in the shopping center.

The proposed Redevelopment Agreement formalizes the economic development incentives that have been negotiated between City staff and BT Bloomington, LLC to support the redevelopment project. The attached Ordinance and Redevelopment Agreement have been prepared and reviewed by the City's TIF Attorney, Kathleen Field Orr & Associates.

City staff recommends approval of the Ordinance and Redevelopment Agreement so that BT Bloomington, LLC can continue with the redevelopment of the Colonial Plaza Shopping Center. If not for the proposed economic development incentives, BT Bloomington, LLC's redevelopment plans would likely not be economically viable. Without major renovations to the vacant Kmart building, it is possible only mid to low-tier retailers could be attracted to the site which could result in the further decline of the shopping center and adjacent properties in the Empire Street corridor.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Appropriate Department Heads have provided input on the proposed redevelopment of Colonial Plaza. Additional meetings have been held with neighboring property owners, interested local and national retailers and commercial real estate brokers. Requests for new retailers to locate in the city have been received from Bloomington residents and members of the general public through the Retailer Request Form on the City's website.

FINANCIAL IMPACT: The terms outlined in the Redevelopment Agreement are in compliance with the City's Economic Development Incentive Guidelines and have been crafted to protect the City from any unforeseen circumstances and to motivate the developer to quickly fill the shopping center with high quality tenants:

- A **minimum investment** of \$10 million is required.
- The total amount of **municipal assistance is capped** / limited to \$4 million.
- Should the minimum investment of \$10 million not be reached by the developer, **the total of amount of municipal assistance will be the lesser of 36.52% of the actual documented investment (the "Reimbursable Project Costs")** thereby allowing the City to benefit from any potential savings the developer is able to achieve in the event the redevelopment project is less costly than originally estimated.
- The City agrees to support the project through **rebates of new / increased revenues generated by the project, only if those revenues materialize:**
 - The developer will be rebated one third (1/3) of the sales tax revenues generated by **"New To The City Retailers"** that locate in spaces owned by the developer in the shopping center for **a period of ten (10) years up to \$2,190,008 or 20% of the actual Reimbursable Project Costs.**
 - The developer will be rebated **75% of the newly created incremental property tax** paid by the developer as a result of improvements made to the property by the developer by employing the economic development tool of Tax Increment

Financing (the proposed Empire Street Corridor TIF District) for up to 20 years for the balance of the Reimbursable Project Costs remaining after the end of the 10 year sales tax rebate period.

- Upon the completion of the redevelopment project and the achievement of the Minimum Gross Annual Sales Requirement, the City will issue a Note to the developer in the amount of the Reimbursable Project Costs. The Note will bear interest at the rate of 3.5%. **The Note will be backed solely from the sales tax revenue and property tax increment generated from the developer's property and NOT by the full faith and credit of the City. Should the source revenues be insufficient to cover the Note, the City will NOT be obligated to make up the difference from any other fund of the City or revenue source.** As soon as new property tax increment is generated and available for rebating through the TIF District, 75% of the new increment will be rebated to the developer combined with the sales tax increment to pay down the Note as quickly as possible.
- A “**Minimum Gross Annual Sales Requirement**” has also been established which motivates the developer to secure leases with high performing retailers to ensure the “Tenants New to the City” achieve combined gross sales of not less than \$20 million a year which will generate sales tax revenues for the City to offset the loss of Kmart and the other retailers which have vacated the shopping center in recent years. In the event the Minimum Gross Annual Sales Requirement is not met during any year while the City is making payments on the Note, **payment will be suspended until such a time as the Minimum Gross Annual Sales Requirement is achieved.** A one year cure period is outlined in the agreement to allow the developer time to secure a replacement retailer / tenant should one vacate the shopping center.

As set forth in the proposed Redevelopment Agreement, BT Bloomington LLC is to lease approximately 50,000 square feet of space in the Colonial Plaza Shopping Center to Dick's Sporting Goods (DSG) for a term of not less than ten (10) years. The DSG store is anticipated to open in late 2016 along with additional retailers new to the City. The combined annual gross sales of the new retailers (including DSG) is required to be a minimum of \$20 million, however, based on information provided by the developer and verified by data from the National Retail Federation, the proposed new retailers are anticipated to generate annual gross sales in excess of \$35 million resulting in sales tax revenue payable to the City in excess of \$1.2 million per year.

Per the terms of the Redevelopment Agreement, the City will commit to rebate to the developer one-third (1/3) of the 3.5% sales tax generated by the new to the City retailers in the shopping center for up to ten (10) years or up to \$2,190,008 (or 20% of the actual Reimbursable Project Costs). Based on calculations made by the Office of Economic Development, net of the proposed incentive, the City can anticipate the collection of approximately \$9.8 million in sales tax revenue from the proposed development during the 10 year term of the sales tax rebate component of the incentive. Additionally, the City will receive 100% of any Prepared Food and Beverage or Package Liquor Tax revenue generated by any new retailers that locate in the shopping center should such a retailer offering those products open in the shopping center as those municipal taxes are not included in the proposed Redevelopment Agreement.

Respectfully submitted for Council consideration.

Prepared by: Austin Grammer, Economic Development Coordinator

Reviewed by: Tom Dabareiner AICP, Community Development Director

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

Legal review by: Kathy Field Orr, Special Legal Counsel on Economic Development

Recommended by:



David A. Hales
City Manager

Attachments:

- Office of Economic Development Incentive Packet
- Ordinance Authorizing the Redevelopment Agreement
- Redevelopment Agreement and Associated Exhibits

Motion: That the Ordinance approving a Redevelopment Agreement between the City of Bloomington and BT Bloomington, LLC be approved, and authorize the Mayor and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

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



Office of Economic Development

Economic Development Incentive Application

BT Bloomington, LLC
(Colonial Plaza Shopping Center)

March 14, 2016

Table of Contents:

- A. Incentive Application
- B. Office of Economic Development Review of the Proposed Incentive
- C. Council Meeting Presentation
 - I. Colonial Plaza Marketing Brochure – Mid-America Asset Management, Inc.
 - II. MCRPC GIS Parcel Map of Colonial Plaza Shopping Center
 - III. Redevelopment Project Renderings
 - IV. Preliminary Site Plan
- D. Redevelopment Agreement & Ordinance



Commercial Incentive Application

Note: The filing and discussion of this application form does not indicate a level of interest in making incentives available to the described project. Furthermore, project must meet all local, state and federal rules and regulations as applicable.

The completed form and attached documentation will be evaluated against the criteria outlined within the City of Bloomington Economic Development Incentive Guideline. These principles include:

- Economic incentives considered by the City must provide a distinct financial return to the City.
- Economic incentives considered by the City must be initiated by the formal application process.
- Economic incentives considered by the City should be derived from new incremental revenue sources unless the 'but for' theory is proven and the City will benefit from a distinct financial return.
- Economic incentives considered by the City must be of an appropriate amount and extend over an appropriate amount of time as related to the proposed project.
- Economic incentives considered by the City will be provided on a project basis.
- Economic incentives considered by the City will be subject to a development agreement inclusive of performance based measurements and appropriate claw back provisions.
- Economic incentives considered by the City will be subject to conformity with applicable State and Federal provisions.
- Economic incentives considered by the City will not be considered on a retroactive basis.

Proposals which satisfy the basic criteria will then be evaluated more thoroughly by the staff of the City of Bloomington. Additional due diligence may be required to confirm assertions made in the application and priority will be placed on projects that meet the following criteria:

- Economic incentives considered by the City must generate a positive community impact.
- Economic incentives considered by the City must demonstrate a documented and verified need for public subsidy.
- Economic incentives considered by the City must enhance the overall quality of life of the citizens of the City of Bloomington in order to promote economic growth.

Please provide as much information as possible. You may attach supplemental files; however, the inclusion of other required documents should be in addition to completing the following form, rather than in place of filling out all sections. Only completed applications will be accepted and evaluated.

If you have questions regarding the application or requested information, please contact:

Austin Grammer, Economic Development Coordinator, City of Bloomington
109 E Olive Street, Bloomington IL 617601
Phone: (309) 434.2611 agrammer@cityblm.org



Commercial Incentive Application

I. Taxpayer Information

Name of Taxpayer Seeking Abatement: *BT Bloomington, LLC*

Mailing Address: *200 Witmer Road, Suite 200, Horsham, Pennsylvania 19044*

Name of authorized to represent taxpayer making application: *Michael P. Markman, President*

Address of Authorized representative: *200 Witmer Road, Suite 200, Horsham, Pennsylvania 19044*

Telephone & Fax number of authorized representative: *215-938-7300*

Provide a brief description of the Taxpayer's business, including company history, product(s), facilities, sales and corporate growth, and corporate employment. Also discuss any applicable future growth, planned expansions, and/or corporate diversification.

BET Investments owns, manages, develops, and leases mid-rise office buildings, office parks, retail complexes, apartment buildings, and flex office/industrial space throughout the United States. The company's portfolio has grown to more than 5 million square feet. Integral to BET Investments' success is the "hands-on" involvement of the principals Bruce E. Toll and Michael P. Markman and a core group of professionals with complementary skills in real estate acquisitions, development, property management, finance and law.

BET Investments' spectrum of real estate expertise includes land development, management, leasing/legal and joint ventures. With a reputation for excellence and a financial ability to make quick decisions in an ever-expanding geographic area, we welcome opportunities to bring expertise and value to the challenges of real estate development.

BET responds to the challenges of a constantly evolving real estate market by understanding and anticipating the forces that shape developments - not just today, but years down the road. As a result, BET evaluates new developments for their potential to create long-term value as well as generating an immediate return on investment.

Actively involved at every step of the process, BET's development team builds value through zoning, financing, design, construction, leasing, and management. BET tailors its approach to projects by creatively working with financial institutions, municipalities, sellers, consultants, and tenants to structure and implement deals that work.



Commercial Incentive Application

Project Profile

Provide an estimated project schedule including (when applicable):

- Closing of purchase
- Permitting
- Environmental Assessment and/or Remediation of Activities
- Construction Start
- Construction Completion
- Occupancy of facilities
- Purchase and installation of equipment
- Other pertinent dates, as appropriate

BET Investments, Inc. acquired the Colonial Plaza Shopping Center in 2002.

The following is an estimated timeline for the Project:

Start: November 1, 2015

Complete: December 31, 2016

Sponsor/Developer: *BT Bloomington, LLC & BET Investments, Inc.*

Project Street Address: *1608 East Empire*

City, State & Zip Code: *Bloomington, IL 61701*

County: *McLean*

Project type (Commercial Real Estate, Business, Equipment): *Retail Shopping Center*

Sq. ft. of project: *Total GLA: 240,805 Square Feet*

Total Project Cost/Investment: *\$10,950,043.00*

Total Incentive Requested: *\$4,000,000.00*

Census Tract Code: *17113001200;12;3*

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

The redevelopment project consists of building, façade, and common area upgrades to re-tenant the former K-Mart store and other vacancies at the Colonial Plaza Shopping Center with reputable regional and national tenants.



Commercial Incentive Application

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

The property is known as the Colonial Plaza Shopping Center. K-Mart, the anchor tenant, closed in January 2015 adding over 88,000 square feet of vacant space to the existing 70,816 square feet of vacant space in the shopping center (including the vacant and separately owned Circuit City building). The former K-Mart space lacks loading docks and modern mechanical systems which prohibit the attraction of quality retailers to fill the space.

Will the project require additional municipal services or facilities? No

If yes, please explain: NA

II. For Projects seeking tax abatement for Commercial Real Estate development

Development Team

Please list all of members of the development team, their contact information and their role in the development process. If more than four members are on the team, please attach the additional contact information separately.

Name: Michael Markman and Peter Clelland
Address: BET Investments, Inc. 200 Witmer Road, Suite 200
Phone Number: 215-938-7300
Role: Developer

Name: Matt Emerson
Address: Herschman Architects Inc., 25001 Emery Road, Suite 400
Phone Number: 216-223-3200
Role: Architectural Project Manager

Name: Eilerson Development Corp
Address: 1660 Huguenot Road, Midlothian, Virginia 23113
Phone Number: 804-897-0900
Role: Construction Project Manager

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

Herschman Architects is a national architecture and engineering firm specializing in retail, industrial and commercial design that provides a full spectrum of design, production, development and construction administration services. The firm has a staff of 80 people including architects, designers, engineers, interior designers and administrators with offices in Cleveland, Ohio; Tucson, Arizona; and Los Angeles, California.



Commercial Incentive Application

Herschman Architects is a regular attendee of the AIA National Convention, SPECS, Global Shop, Retail Construction Expo, ICSC RECON, and Centerbuild and is a member of numerous professional associations including the American Institute of Architects (AIA), National Council of Architectural Registration Boards (NCARB), National Council of Examiners for Engineering and Surveying (NCEES), American Society of Interior Designers (ASID), National Association of Industrial and Office Properties (NAIOP), International Code Council (ICC), Construction Specification Institute (CSI) and International Council of Shopping Centers (ICSC).

Herschman Architects is a member of the United States Green Building Council (USGBC) and active in developing sustainable initiative programs with clients. The firm has many award winning designers on staff which have been recognized by Visual Merchandising & Store Design (VMSD), Chain Store Age, Retail Construction Magazine, NAIOP, ASID, and Association of Retail Environments (ARE).

Herschman Architects is experienced in retail store and new shopping center design, shopping center remodeling, big-box retail and mall renovations. Herschman Architects works directly with many national and local developers and retailers.

Eilerson Development Corp (EDC) was founded in 1990 with the objective of providing the highest quality construction management services that would be fully focused upon its clients. Shortly after its founding, EDC was awarded the ongoing development and construction management of a premiere office and research park in southwestern Virginia that today houses over one million square feet in more than twenty-five buildings.

In the years since, EDC has grown to become one of the most respected construction companies in the country, with a geographic reach that covers the entire Eastern United States, and a diversity of expertise in project types that includes retail, office, higher education, theaters, research & development, and grocery. EDC is consistently ranked as a Top 20 Construction Firm nationally, and has put in place over 25 million square feet with an annual project value well in excess of \$100 million.

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

The redevelopment project consists of building, façade, common area upgrades to re-tenant the former K-Mart store and other vacancies at the Colonial Plaza Shopping Center with reputable regional and national tenants. The former K-Mart store will be divided into four leasable spaces, including a single 50,000 square foot space for a new Dick's Sporting Goods store. A portion of the former K-Mart store will be demolished to make way for loading docks to serve the Dick's store and the other retailers that will fill the remaining space in this part of the shopping center. Retailer specific façade improvements will also



Commercial Incentive Application

be constructed. New HVAC systems and new roofing will be installed as needed. The parking lot will be improved to provide better traffic flow. The pylon signs around the shopping center will be replaced.

Total Investment for real estate component of project: \$10,950,043

III. Determination of need for incentive

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

The lease rates and terms that desirable national and regional retailers are willing to agree to in order to locate in this shopping center in the Bloomington market do not justify the extraordinary redevelopment costs that BT Bloomington, LLC would incur to bring about the desired transformation of the shopping center. The projected redevelopment costs meet or exceed the cost of the new construction that BET Investments, Inc. has encountered in recent projects in other markets where retailers are willing to pay comparable or higher rents and enter into longer leases. If not for the requested incentive, the proposed redevelopment project would not be considered. Instead, the former K-Mart space would be leased in mostly as-is condition to a single retailer under a short term lease. This single retailer would not create the desired synergy that could drive the leasing of the many other vacant spaces in the shopping center.

IV. Community Impact

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

Yes: ☒X_____ No: _____

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

City of Bloomington staff has advised BET Investments, Inc. that the Colonial Plaza shopping center is located in a "Tier One priority focus area" for in-fill development and redevelopment to "support the goals of compact development, leveraging Bloomington's investment in city services, and keeping growth contiguous to the City" as outlined in the City's 2015 Comprehensive Plan.

Provide a 3-year history of employment levels at the project location:

BET Investments, Inc. does not track employment data for the tenants of our owned or managed properties.



Commercial Incentive Application

Will the project create new jobs that can employ local residents?

Yes: ☒ No: ☐

If yes, please provide information about the businesses current and projected employees.

New retailers which are not already operating in Bloomington or in Bloomington-Normal opening in Colonial Plaza will create new jobs for the community. At this time, specific details related to the number of positions relocated / created or wages cannot be determined.

What is the value of benefits in comparison to base pay?

At this time, specific details related to wages and benefits cannot be determined.

Identify the type(s) of work or position(s) of the new employees that will be newly hired:

The types of work will likely include customer service and retail management positions and will be specific to the retailers which locate in the shopping center.

Will the project provide goods and services not immediately available to the community?

Yes: ☒ No: ☐

If yes, please explain:

Retailers that are not currently operating in the Bloomington-Normal community are likely to locate in the shopping center. As many national and regional retailers have proprietary in-house brands and unique product offerings, new goods and services will be made available to the community by these new retailers. Additionally any existing retailer that relocates to a larger space in the shopping center may be able to offer an expanded array of products than it had previously.

Will the project result in greater demand for local goods and services, resulting in indirect job creation for residents of the community?

Yes: ☒ No: ☐

If yes, please explain:

The construction phase of the redevelopment project and the ongoing maintenance of the shopping center has the potential to employ local contractors which could boost the local economy. The potential for the local sourcing of products that will be sold by the retailers that will locate in the shopping center is not able to be calculated at this time.



Commercial Incentive Application

Will the project provide vital community services to residents of the community?

Yes: _____ No: X _____

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

Yes: X _____ No: _____

If yes, explain:

A large percentage of the former K-Mart building will be reused which can be considered an adaptive reuse of an existing building. Colonial Plaza has been a frequent stop for the City of Bloomington Library bookmobile and the shopping center is located on a Connect Transit bus route.

If applicable, will the building follow the Green Building Code?

Yes: _____ No: X _____

If applicable, will the building be LEED certified?

Yes: _____ No: X _____

If yes, certification level: NA

Will materials and services necessary to the completion of the project be purchased and/or acquired by local Bloomington-Normal area businesses?

Yes: X _____ No: _____

If yes, what percentage: *The exact percentage of locally sourced materials and services for this project is unknown at this time.*

Application completed by: *Michael Markman and Peter Clelland*

Project Role: *Developer*

Contact Information: *215-938-7300*

Date Completed: *June 25, 2015*

**Review of the Proposed Incentive for BT Bloomington, LLC
for Compliance with the City's Economic Development Policies
March 14, 2016**

The proposed incentive for BT Bloomington, LLC is in compliance with the City's Economic Development Strategic Plan and Economic Development Incentive Guidelines, both of which were approved by the City Council on October 22, 2012. Specifically, the Economic Development Strategic Plan is supportive of the proposed incentive in accordance with the following Goals and Objectives:

- **Goal 1. Retail Retention & Recruitment:** Initiate retail retention and recruitment efforts that will expand the commercial tax base in such a way so as to enhance municipal operations and relieve the burden on individual tax payers.
 - ✓ **Objective B:** Exercise efforts to attract and recruit commercial retailers so as to improve upon shopping center occupancy rates and encourage revitalization of older commercial properties.
 - ✓ **Objective D:** Participate in networking opportunities sponsored by organizations like the International Council of Shopping Centers (ICSC) and the McLean County Chamber of Commerce whereby relationships can be forged and productive dialogue can be initiated with retail professionals including leasing agents, brokers, managing companies and business and property owners.
- **Goal 6. Quality of Life:** Enhance the overall quality of life of the citizens of the City of Bloomington in order to promote economic growth.
 - ✓ **Objective C:** Encourage a range of commercial retail and service businesses to meet local resident needs and serve visitors to the City of Bloomington.
- **Goal 7. Prosperous Community:** Ensure that investment in economic development will add economic value and increase employment within the City.
 - ✓ **Objective A:** Increase the commercial and industrial tax base by actively working towards initiatives that positively impact business taxes including, but not limited to, property taxes, sales taxes, food and beverage taxes and hotel/motel taxes.

Additionally, the City's Economic Development Incentive Guidelines are supportive of the proposed incentive in accordance with the following Goals and Objectives:

- **Goal 1. Strategic Use of Incentives:** Economic incentives considered by the City must provide a distinct financial return to the City.
 - ✓ **Objective D:** Economic incentives considered by the City of Bloomington will additionally factor in the economic impact an incentive to a specific applicant has to revitalize a particular area of the City beyond just the applicant's property.
- **Goal 2. Incentive Application Process:** Economic incentives considered by the City must be initiated by the formal application process.
 - ✓ **Objective A:** Requests for economic development assistance must be in the form of a completed Application.

- **Goal 3. Incentive Sources and Uses:** Economic incentives considered by the City should be derived from new incremental revenue sources unless the ‘but for’ theory is proven and the City will benefit from a distinct financial return.
 - ✓ **Objective A:** For projects that are requesting sales or property tax rebate incentives, only those City revenues which are directly accrued on an annual basis by the proposed project, will be considered for use to assist in the development or redevelopment activities and costs.
 - ✓ **Objective B:** Incremental revenues are those which annually result from the proposed project in excess of current City revenues being generated from the project site or area.
 - ✓ **Objective C:** Projects that involve relocation of an existing activity from one location to another within the boundaries of Bloomington-Normal should be accompanied by a testimonial whereby the affected business’ operations would not continue ‘but for’ the alternate location.
- **Goal 4. Incentive Guidelines:** Economic incentives considered by the City of Bloomington must be of an appropriate amount and extend over an appropriate amount of time as related to the proposed project.
 - ✓ **Objective A:** Normally, not more than 20% of the total project cost will be supported by incentive revenues.
- **Goal 5. Incentive Limitations:** Economic incentives considered by the City of Bloomington will be provided on a project basis.
 - ✓ **Objective A:** For multi-phase projects, or those having multiple buildings, assistance will be provided based on the overall development program and channeled through a single development agreement with the prime developer.
- **Goal 6. Incentive Terms and Agreements:** Economic incentives considered by the City of Bloomington will be subject to a development agreement inclusive of performance based measurements and appropriate claw back provisions.
 - ✓ **Objective A:** All project assistance from the City will be provided based on a negotiated development project agreement between the City and the developer and is subject to performance based measurements as adopted by the City Council.
 - ✓ **Objective B:** The agreement will contain a cost recovery process whereas in the event that the assisted project fails prior to the completion of the period covered by the incentive, claw back measurements will ensue to ensure recovery of assistance.
- **Goal 7. State and Federal Regulations:** Economic incentives considered by the City of Bloomington will be subject to conformity with applicable State and Federal provisions.
 - ✓ **Objective B:** Projects proposed within a TIF District shall be subject to the provisions of the Illinois Tax Increment Allocation Redevelopment Act (TIF Act, 65 ILCS 5/11-74, 4-1), as amended.
- **Goal 8. State and Federal Regulations:** Economic incentives considered by the City of Bloomington will be subject to conformity with applicable State and Federal provisions.
 - ✓ **Objective A:** No assistance will be provided to any project for expenditures incurred prior to the adoption of the ordinances required to implement the project.

COLONIAL PLAZA

NWC VETERANS PARKWAY & ROUTE 9 | BLOOMINGTON, IL

**MAJOR
REDEVELOPMENT
IN PROCESS**



PLANNED SUMMER 2016 OPENING



*All photos are for illustration
purposes only

SAMANTHA SCHNELL

T: 630.954.7220

F: 630.954.7306

sschnell@midamericagr.com

DICK SPINELL

T: 630.954.7364

F: 630.954.7306

dspinell@midamericagr.com



MID-AMERICA®
Asset Management, Inc.

COLONIAL PLAZA

PROPERTY FEATURES

Major shopping center redevelopment opportunity underway with planned mid 2016 re-grand opening. Join Dick's Sporting Goods, Ashley Furniture and Five Below

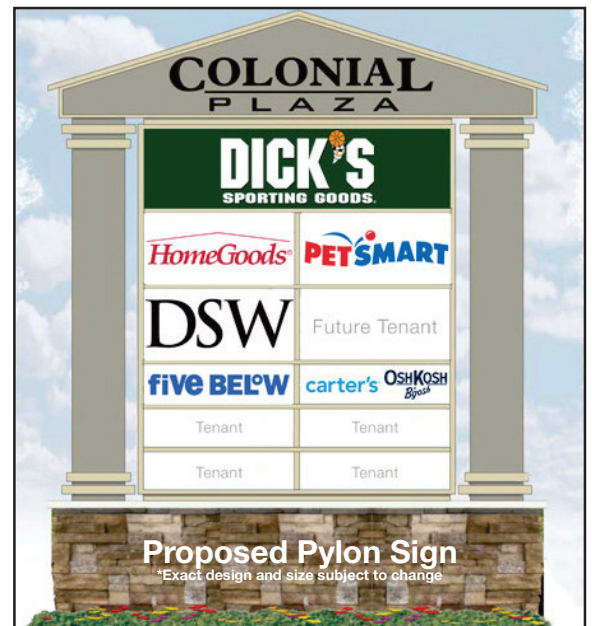
Located in the heart of Bloomington trade area directly across from Eastland Mall and nearby State Farm Corporate headquarters (15,000 employees)

Convenient access via Interstate Route 35, Route 55 and 74, US Route 51 and State Route 9

Proximate to Illinois State University (enrollment of over 20,000 students) and Illinois Wesleyan University (enrollment of 2,100 students)

St Joseph Medical Center is a 149 bed, not-profit medical facility located just north of the shopping center

Bloomington is the county seat of McLean County, which is the largest County in Illinois



*All photos are for illustration purposes only



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Asset Management, Inc.

MAJOR REDEVELOPMENT IN PROCESS

+/- 8,000 - 25,000 SF AVAILABLE



Suite	Tenant	SF
A1	Na-Na Thai	3,374
A2	Head 2 Toe Nail Salon	3,000
A3	Fiesta Ranchera	4,994
A4	Available	4,200
A5	Sun Loan	1,525
A6-A7	Available	8,438
A8-A9	Premium Pet	6,531
A10	Available	3,037
A14	Available	4,528
A15-B1	Ashley Furniture	31,573
B2	Available	25,850
B3	DSW	16,337
B4	Cato Fashions	4,500

Suite	Tenant	SF
C1	PetSmart	23,400
D1a	Dick's Sporting Goods	49,957
D1b	HomeGoods	22,200
D1c	Five Below	10,352
D1d	Carter's/OshKosh B'gosh	7,005
E1	Available (Former Restaurant)	4,264
E5	Available	1,056
E6	Available	1,056

Suite	Tenant	SF
Outlot 01	Firestone	8,696
Outlot 02	Available	4,500
Outlot 03	McDonalds	3,246

Available Lease Out



MID-AMERICA®
Asset Management, Inc.

COLONIAL PLAZA

BLOOMINGTON, IL DEMOGRAPHICS

TRADE AREA DEMOGRAPHICS



224,590
Est. Population



87,816
Est. Households



\$115,098
Est. Average Income



195,347
Est. Daytime Population

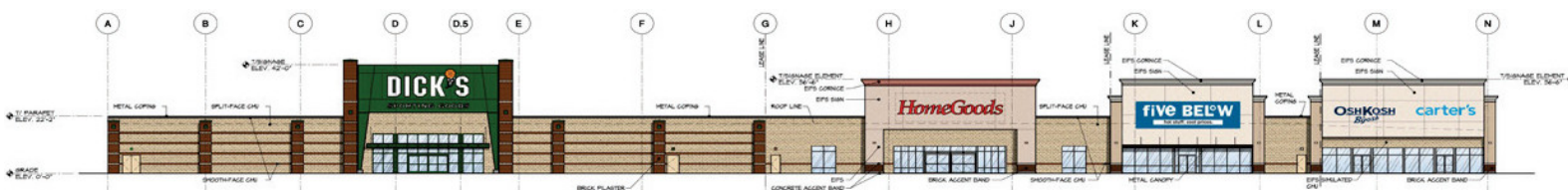
WITHIN A 5 MILE RADIUS



*All photos are for illustration purposes only

TRADE AREA DEMOGRAPHICS

3 Mile	5 Mile	7 Mile
94,154 Est. Population	131,433 Est. Population	138,974 Est. Population
37,429 Est. Households	52,655 Est. Households	55,471 Est. Households
\$76,550 Est. Average Income	\$75,747 Est. Average Income	\$78,092 Est. Average Income
101,941 Est. Daytime Population	114,942 Est. Daytime Population	118,098 Est. Daytime Population



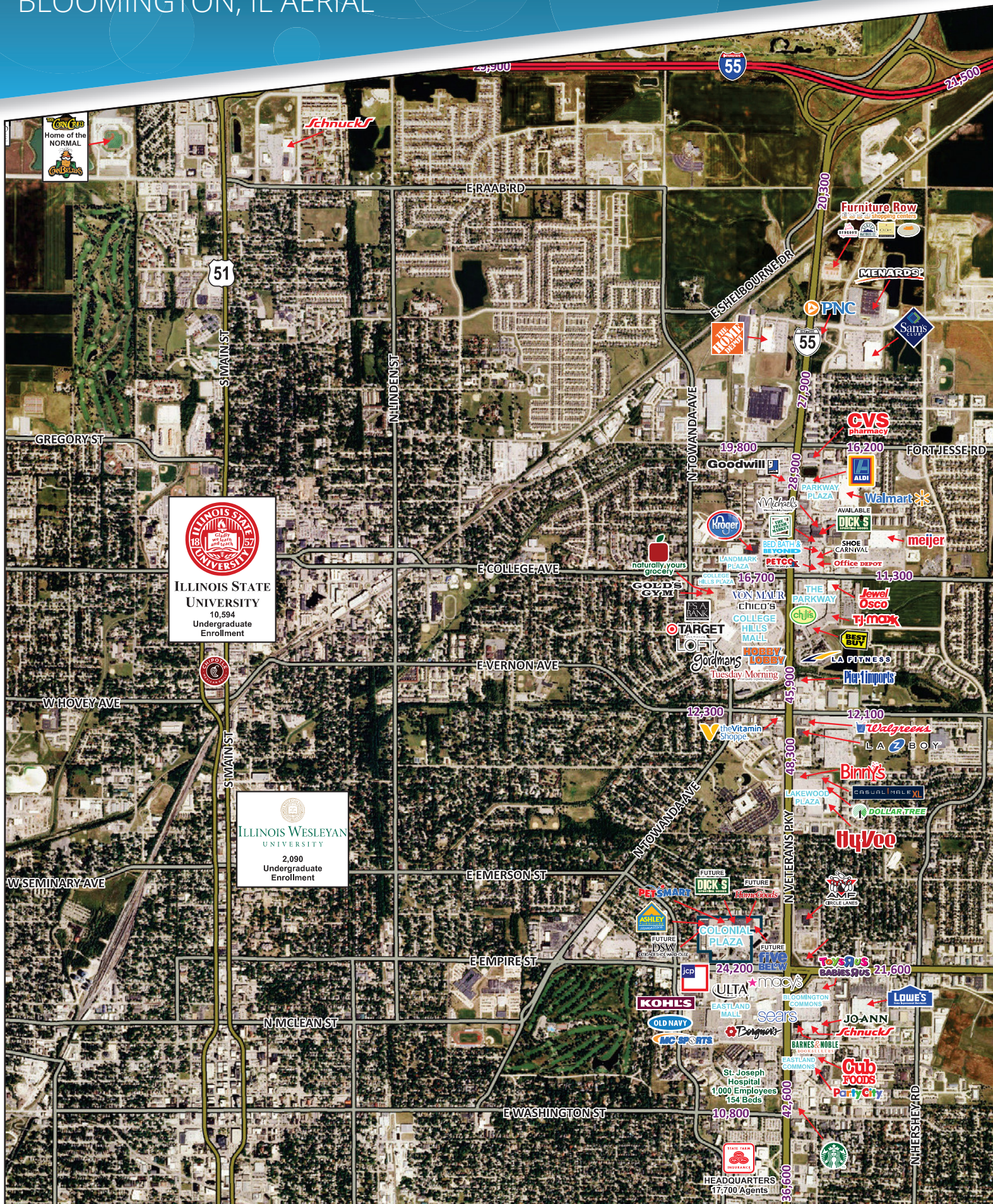
NEW FACADE RENDERING



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Asset Management, Inc.

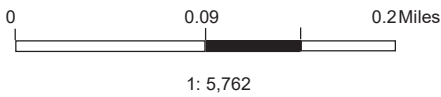
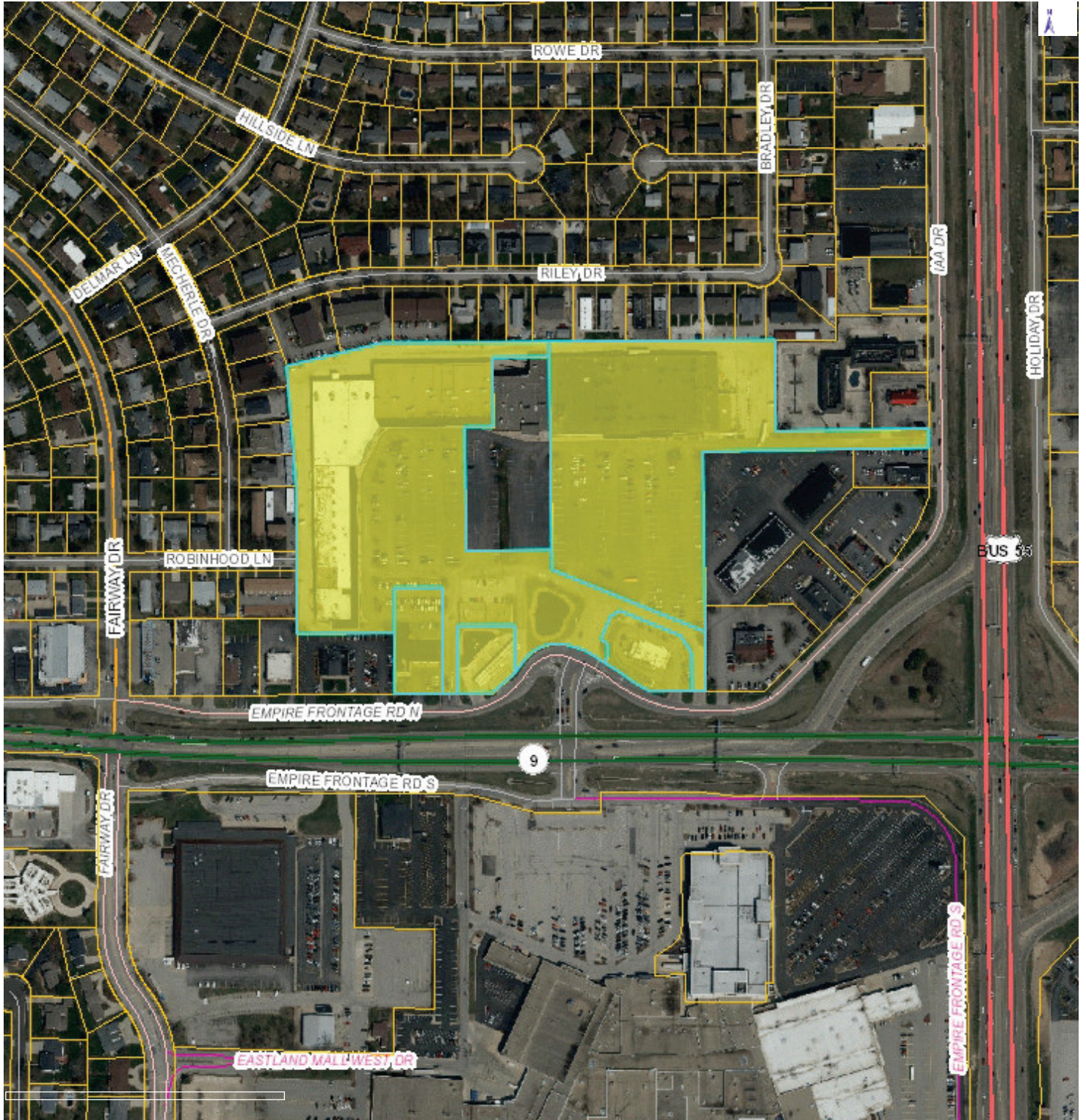
COLONIAL PLAZA

BLOOMINGTON, IL AERIAL





BT Bloomington, LLC - Colonial Plaza Shopping Center



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Notes

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CITY OF
Bloomington
ILLINOIS

BT Bloomington, LLC

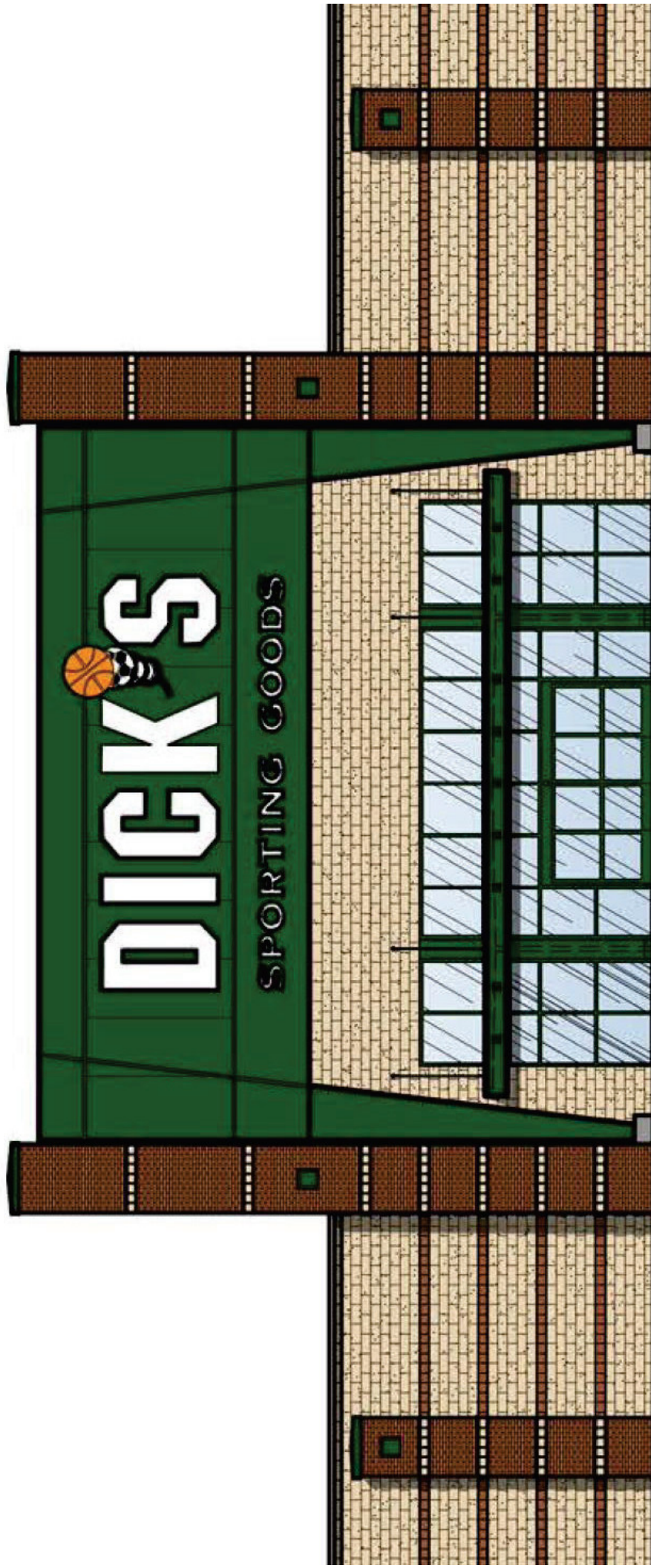
**Consideration of an Ordinance authorizing a
Redevelopment Agreement between the
City of Bloomington and BT Bloomington, LLC
for the proposed redevelopment of the
Colonial Plaza Shopping Center.**

City of Bloomington Office of Economic Development

March 14, 2016



1 | OVERALL FRONT (SOUTH) ELEVATION
1/8" = 1'-0"

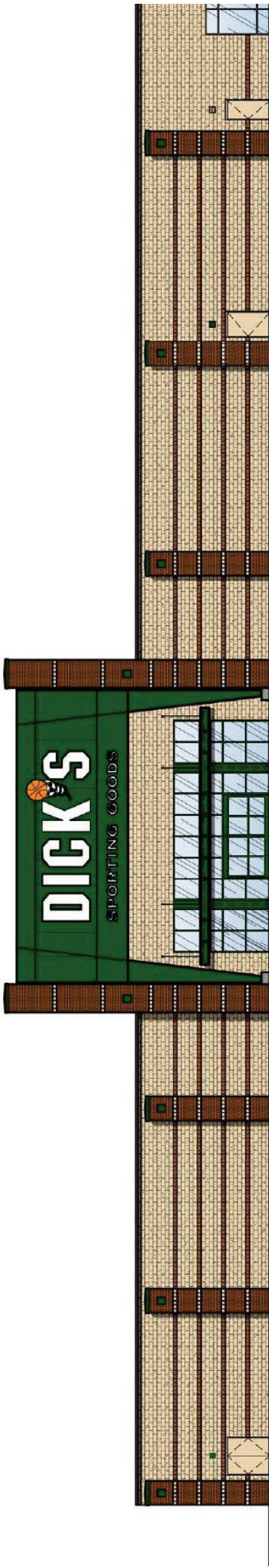


ELEVATIONS



HERSCHMAN ARCHITECTS

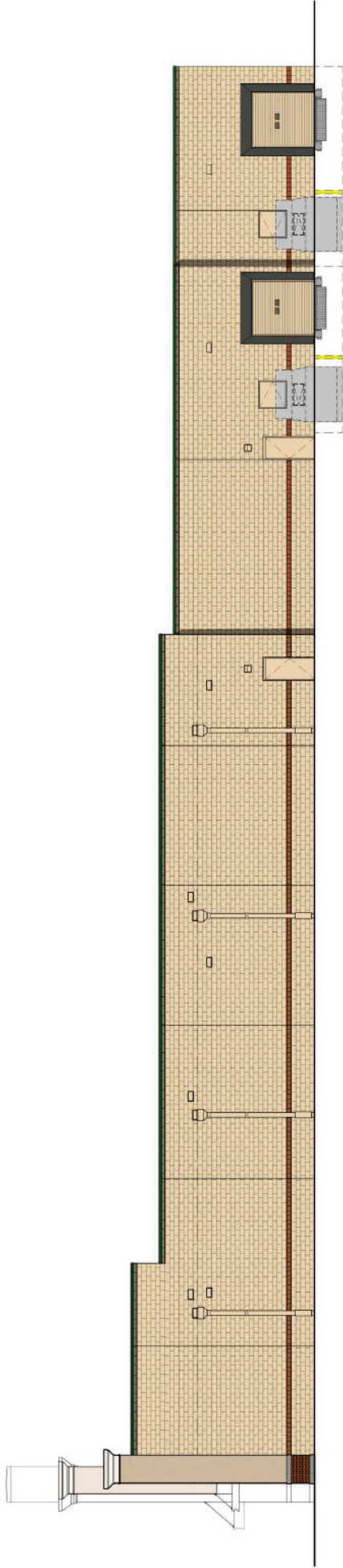
02.19.16



1 | OVERALL FRONT (SOUTH) ELEVATION
1/16" = 1'-0"

ELEVATIONS

HERSCHMAN ARCHITECTS
02.19.16

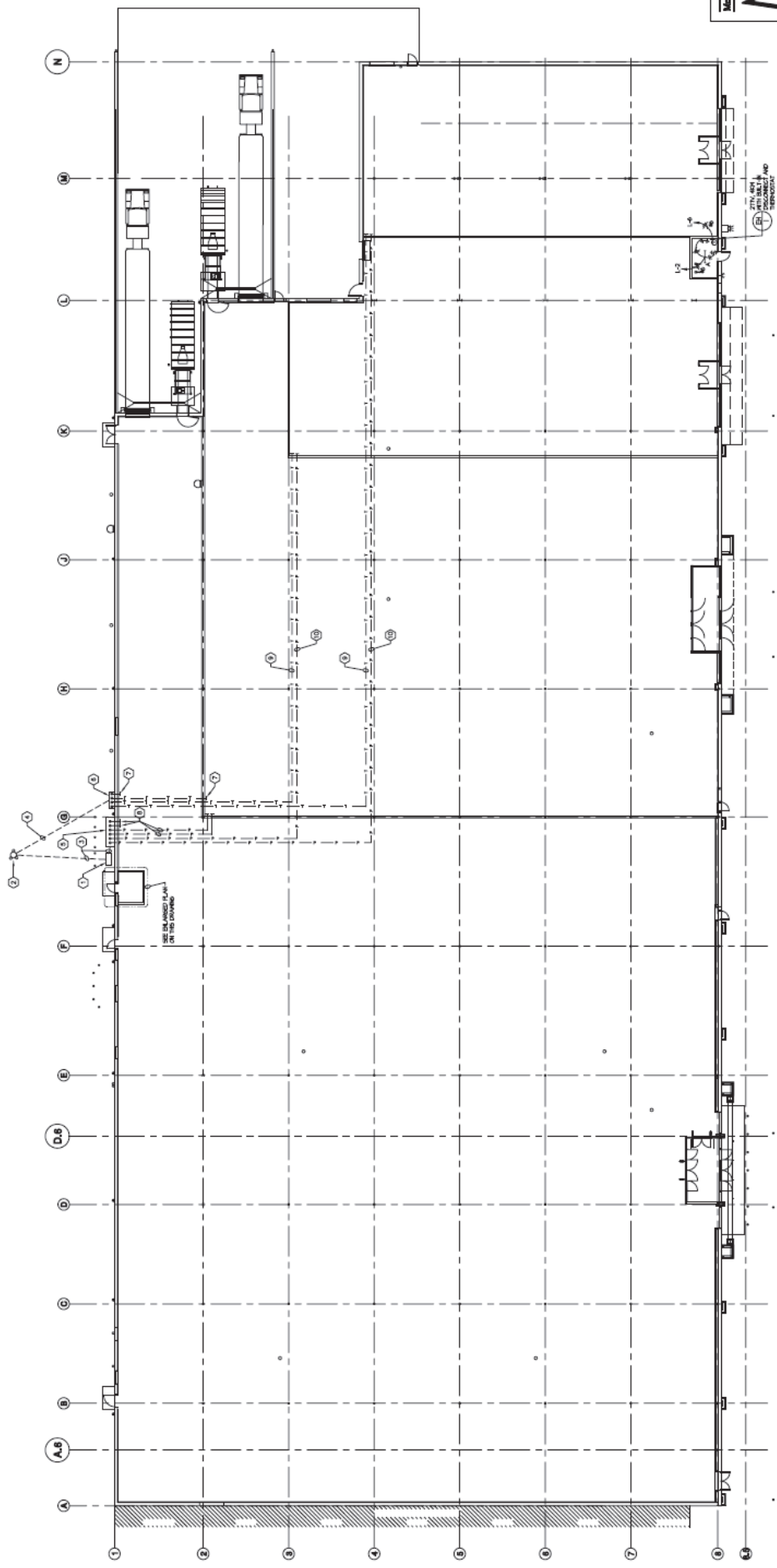


1 | SIDE (EAST) ELEVATION
1/8" = 1'-0"

ELEVATIONS

HERSCHMAN ARCHITECTS
02.19.16





ELECTRICAL
UTILITY PLAN
1/8" = 1'-0"

CONTRACTOR MUST VERIFY
ALL DIMENSIONS AND
LOCATIONS IN FIELD

McHenry & Associates Incorporated

MC&A

Consulting Engineers est. 1980
28001 Emory Road, Suite 600
Hennepin Heights, Ohio 44128
Phone: 216-233-8800
Fax: 216-233-8806
Email: mca@mcenyassociates.com
Black Registration No. 194-07874

0 40 80
GRAPHIC SCALE IN FEET

Ordinance No. _____

ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT
by and between
THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS
and
BT BLOOMINGTON, LLC
(Colonial Plaza)

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

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

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

WHEREAS, the City has identified certain commercial areas within its municipal boundaries where the existence of certain factors, such as excessive vacancies, deteriorating buildings, and deteriorating site improvements, if not addressed, shall result in a disproportionate expenditure of public funds, decline of the City’s tax base and loss of job opportunity for its residents; and,

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the “*TIF Act*”) and the City’s authority and powers as a home rule unit, the Corporate Authorities are empowered to undertake the development and redevelopment of designated areas within its municipal limits in which existing conditions permit such areas to be classified as a “conservation area” as defined in Section 11.74.4-3(a) of the TIF Act; and,

WHEREAS, on August 24, 2015, the Corporate Authorities authorized Peckham Guyton Alberts & Viets (“*PGAV*”) to conduct a feasibility study within the corporate boundaries of the City (the “*Feasibility Study*”) in order to determine the eligibility of a specific area for designation as a “redevelopment project area” (the “*Project Area*”) pursuant to the provisions of the TIF Act; and,

WHEREAS, BT Bloomington, LLC, an Illinois limited liability company (the “*Developer*”) is the owner of property commonly known as the Colonial Plaza (the “*Subject Property*”) and is prepared to redevelop and invest approximately \$10,000,000 in the Subject Property in order to reduce existing vacancies and attract new retail businesses which do not currently operate in the City, however, the Developer has informed the City that its ability to proceed with the redevelopment shall require financial assistance from the City; and,

WHEREAS, in order to induce the Developer to proceed with the needed improvements to the Subject Property, the City is prepared to make certain commitments to the Developer upon satisfaction of certain commitments from the Developer, and to reimburse the Developer for certain costs incurred in connection with redevelopment of the Subject Property from revenues available to the City upon the designation of a “Redevelopment Project Area” pursuant to the

TIF Act, all as hereinafter set forth in the Redevelopment Agreement attached hereto and made a part hereof.

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 preambles are hereby incorporated herein as if fully restated.

Section 2. That the Redevelopment Agreement by and between the City of Bloomington, McLean County, Illinois and BT Bloomington, LLC (Colonial Plaza) is hereby approved and the Mayor and City Clerk are hereby authorized to execute said Redevelopment Agreement and to undertake any and all actions as may be required to implement its terms.

Section 3. That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

YEAS: _____

NAYS: _____

ABSENT: _____

Passed this _____ *day of* _____, 2016.

APPROVED:

Mayor

Attest:

City Clerk

REDEVELOPMENT AGREEMENT
by and between
THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS
and
BT BLOOMINGTON, LLC
(Colonial Plaza)

THIS REDEVELOPMENT AGREEMENT is entered into this ____ day of _____ 2016, by and between the City of Bloomington, McLean County, Illinois, an Illinois municipal corporation (the “*City*”), and BT Bloomington, LLC, an Illinois limited liability company (the “*Developer*”).

PREAMBLES

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

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

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

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

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

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the "*TIF Act*") and the City's authority and powers as a home rule unit, the Mayor and City Council of the City (the "*Corporate Authorities*") are empowered to undertake the development and redevelopment of designated areas within its municipal limits in which existing conditions permit such areas to be classified as a "conservation area" as defined in Section 11.74.4-3(a) of the TIF Act; and,

WHEREAS, on August 24, 2015, the Corporate Authorities authorized Peckham Guyton Alberts & Viets ("*PGAV*") to conduct a feasibility study within the corporate boundaries of the City (the "*Feasibility Study*") in order to determine the eligibility of a specific area for designation as a "redevelopment project area" (the "*Project Area*") pursuant to the provisions of the TIF Act; and,

WHEREAS, the proposed Project Area includes real estate owned by the Developer and commonly known as Colonial Plaza, 1500 East Empire Street in the City (the "*Subject Property*") legally described on *Exhibit A*; and,

WHEREAS, as a result of the Feasibility Study, PGAV has determined that the proposed Project Area, including the Subject Property, qualifies as a "conservation area" under the TIF Act and, therefore, as directed by the Corporate Authorities has proceeded with the preparation of a redevelopment plan to set the goals and objectives of the City and all other matters required by the TIF Act to address and eliminate the blighting factors which qualified the proposed Project Area as a conservation area; and,

WHEREAS, the Developer, as the owner of the Subject Property, has advised the City that it is prepared to redevelop and renovate the Subject Property, as hereinafter described, at a cost of approximately \$10,000,000 thereby reducing existing vacancies and attracting new retail businesses which do not currently operate in the City (*“Tenants New to the City”*), however, the Developer has also informed the City that its ability to proceed with the needed improvements to the Subject Property shall require financial assistance from the City for certain costs to be incurred for such improvements; and,

WHEREAS, the Developer is prepared to make commitments to the City regarding the renovation and redevelopment of the Subject Property and the re-tenanting thereof with Tenants New to the City as hereinafter set forth; and,

WHEREAS, in order to induce the Developer to proceed with the needed improvements to the Subject Property, the City is prepared to make certain commitments to the Developer, upon satisfaction of the commitments of the Developer, and to reimburse the Developer for certain costs incurred in connection with required improvements to the Subject Property from revenues available to the City upon the adoption of the TIF Act as applicable to the Subject Property as well as a portion of incremental sales taxes to be generated by Tenants New to the City, all as hereinafter set forth; and,

WHEREAS, given the current condition of the Subject Property, the Corporate Authorities believe that its renovation and redevelopment is in the best interest of the City and the health, welfare and prosperity of its residents.

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

Section 1. Incorporation of Recitals.

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

Section 2. Obligations of the Developer.

A. On or before April 30, 2016, the Developer shall have submitted to the City a memorandum of an executed lease with Dick's Sporting Goods ("*DSG*") for approximately 50,000 square feet of the Subject Property ("*DSG's Store*") for a term not less than ten (10) years.

B. On or before June 30, 2016, the Developer shall have commenced construction of all improvements mandated by the lease by and between the Developer and DSG at the Subject Property and have completed such improvements in accordance with all applicable City Codes and laws of the State of Illinois and have been issued a certificate of occupancy by the City on or before December 31, 2016, for DSG's Store.

C. The Developer hereby covenants that, in addition to the improvements to DSG's Store, it shall undertake improvements to all other retail spaces at the Subject Property and improve the existing signage in order to attract Tenants New to the City, all of which (including DSG's Store) shall require an investment in the Subject Property of approximately \$10,000,000 (the "*Project*").

The Developer shall use its best efforts to enter into leases with Tenants New to the City to operate at the Subject Property in order to achieve annual sales of DSG and Tenants New to the City of not less than \$20,000,000 (the "*Minimum Gross Annual Sales Requirement*") and to maintain the Minimum Gross Annual Sales Requirement throughout the term of this Agreement.

D. The Developer covenants and agrees to maintain the Subject Property in accordance with all applicable City Codes and laws of the State of Illinois and to pay, or timely appeal, when due, all fees, taxes, fines, or other amounts due to the City pursuant to its ordinances and City Code or due to the County or the State of Illinois.

E. Upon execution of this Agreement, the Developer agrees to submit to the City an estimated budget for the Project and, upon completion of the Project and issuance of certificates of occupancy for no less than 60,000 square feet at the Subject Property, to submit to the City an itemized list of all costs incurred in connection with the Project (the “*Project Costs*”) to substantiate that Project Costs total approximately \$10,000,000.

F. The Developer covenants and agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* (the “*Prevailing Wage Act*”), as may be required.

Section 3. City’s Obligations.

A. The City hereby covenants and agrees to undertake all procedures as required by the TIF Act to designate the Subject Property as a “redevelopment project area” pursuant to the TIF Act.

B. Upon satisfaction of all of the commitments of the Developer as hereinabove set forth and for so long as the Developer achieves the Minimum Gross Annual Sales Requirement (subject to the right of a cure period as set forth in Section 4 hereof), the City hereby agrees to reimburse the Developer for Redevelopment Project Costs as defined in the TIF Act in an amount equal to the lesser of: (i) 36.52% of the total Project Costs; or (ii) \$4,000,000 in Redevelopment Project Costs as defined in the TIF Act (the “*Reimbursable Project Costs*”) from the following sources:

- (i) A total amount equal to the lesser of 20% of the Reimbursable Project Costs or \$2,190,008 from 33 1/3% of the 1% Retailers' Occupation Tax and 33 1/3% of the City's 2.5% Home Rule Sales Tax, effectively 1.16655% (the "*City's Sales Taxes*") for a period of ten (10) years, commencing March 1, 2018 from the sales for the prior calendar year 2017 by DSG and the Tenants New to the City and on March 1 thereafter with the last payment being due March 1, 2027.
- (ii) The Developer shall also receive 75% of the Incremental Taxes generated by the Subject Property, as hereinafter defined, as a result of adopting the TIF Act as applicable to the Subject Property, for a term of twenty (20) years to pay the difference of the total amount of City's Sales Taxes rebated to the Developer and the total of the Reimbursable Project Costs.

For purposes of this Agreement "Incremental Taxes" shall mean the amount of ad valorem taxes, if any, paid in respect of the Subject Property and its improvements which is attributable to the increase in the equalized assessed value of the Subject Property and its improvements over the initial equalized value of the Subject Property.

C. If for any reason the City fails to designate the Subject Property as a Redevelopment Project Area under the TIF Act, the total of the Reimbursable Project Costs shall be paid by rebating 100% of the City's Sales Taxes generated by DSG and the Tenants New to the City for a period of ten (10) years.

D. The City further agrees upon completion of the Project and having achieved the Minimum Gross Annual Sales Requirement on or before December 31, 2017, the City shall issue a Note in the form attached hereto as *Exhibit B* and made a part hereof for a term not to exceed (i) the earlier of the estimated date of completion of the redevelopment plan prepared on behalf of the City by PGAV; (ii) or twenty (20) years, in the amount of the Reimbursable Project Costs due hereunder payable annually solely from the sources as stated in (b) above with interest at the rate of three and one half percent (3 1/2%) with the first payment due March 1, 2018, provided

that no notice of default pursuant to Section 7 hereof has been issued and remains outstanding. Annual payments shall be first applied to outstanding accrued interest and thereafter to principal.

So long as no notice of an event default has been issued and is outstanding, payments on the Note shall be made to the Developer solely from the sources provided in Section 3(B) above commencing March 1, 2018.

Section 4. Cure Period.

Notwithstanding the foregoing, in the event the Minimum Gross Annual Sales Requirement is not met in any calendar year during the term of this Agreement, the Developer shall be entitled to a one-year “cure period” (but only one “cure period” during the term of this Agreement) which shall not be deemed a default pursuant to Section 7 hereunder for the one-year the Minimum Annual Sales Requirement is not met.

Section 5. Pledged Funds.

(a) Upon adoption of the TIF Act, the City shall establish a special tax allocation fund for the Project Area, as required by the TIF Act (the “STAF”) into which the City shall deposit Incremental Taxes as received from the Project Area as a result of the adoption of the TIF Act.

(b) On December 1 of each year [or, if later, that date which is ten (10) days following the date upon which the City receives Incremental Taxes from the final installment of real estate taxes], seventy-five percent (75%) of the Incremental Taxes with respect to the Subject Property shall be transferred and deposited into the Colonial Plaza Subaccount of the STAF (which Subaccount shall be automatically created by the ordinance approving this Agreement) and used solely to reimburse the Developer for approved Reimbursable Project Costs in accordance with this Agreement.

(c) On March 1 of each year during the term of this Agreement, the City shall deposit the City's Sales Taxes into the Colonial Plaza Sub-Account to use to reimburse the Developer for Reimbursable Project Costs in accordance with the terms, conditions and limitations of this Agreement.

(d) The deposits into the Colonial Plaza Sub-Account as hereinabove directed, shall be collectively hereinafter referred to as "Pledged Funds".

Section 6. Procedures for and Application of Reimbursement to the Developer.

(a) The Developer shall advance all funds and all costs necessary to construct and complete the Project.

(b) So long as no notice of default has been issued and the default has not been cured and the Minimum Annual Sales Tax Requirement has been met for the prior calendar year, and the Developer shall have submitted to the City Manager a written statement in the form attached to this Agreement as Exhibit C (a "*Request for Reimbursement*") setting forth the amount of payment and the specific Reimbursable Project Costs for which reimbursement is sought, accompanied by such bills, paid receipts, contracts, invoices, lien waivers or other evidence as the City Manager shall reasonably require to evidence the right of the Developer to reimbursement in an amount no to exceed the Reimbursable Project Costs. All receipts shall contain the date of service, type of service, location of service, amount due, name/address/telephone number of the service provider and other information as necessary to establish the identity of the provider, type of service and amount invoice/paid. The City Manager or his designated agent shall have twenty (20) days after receipt of any Request for Reimbursement from the Developer to approve or disapprove any of the expenditures for which reimbursement is sought. If said Request for Reimbursement is not approved, the City Manager

shall provide to the Developer a written explanation setting forth the reason or reasons for the denial. Provided, however, the only reasons for disapproval of any expenditure for which reimbursement is sought shall be that (i) such expenditure is not a Redevelopment Project Cost under the TIF Act; (ii) such expenditure is not an expenditure included in the itemized list of Redevelopment Project Costs submitted by the Developer pursuant to Section 2(E) hereof; (iii) such expenditure was not incurred and the construction was not completed by the Developer in accordance with the Legal Requirements (as hereinafter defined) and the provisions of this Agreement, including without limitation all permits issued by the City; or (iv) there is an outstanding notice of default for failure to comply with the Legal Requirements and/or the provisions of this Agreement.

(c) For purposes of this Agreement, Legal Requirements shall mean all applicable ordinances, regulations and laws of the City, State and Federal government, all permits, licenses and the terms of this Agreement.

Section 7. Remedies – Liability.

(a) If, in the City's judgment, the Developer is in material default of this Agreement, the City shall provide the Developer with a written statement indicating in adequate detail any failure on the Developer's part to fulfill its obligations under this Agreement. Except as required to protect against further damages, the City may not exercise any remedies against the Developer in connection with such failure until thirty (30) days after giving such notice. A default not cured as provided above shall constitute a breach of this Agreement, unless the City grants the Developer additional time to accomplish the cure. Any failure or delay by the City in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a

waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

(b) If the Developer materially fails to fulfill its obligations under this Agreement after notice is given by the City and any cure periods described in paragraph (a) above have expired, the City may elect to suspend payment on the Note or exercise any right or remedy it may have at law or in equity, including the right to specifically enforce the terms and conditions of this Agreement. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act shall be filed by or against the Developer, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Developer insolvent or unable to pay the Developer's debts, or the Developer makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Developer or for the major part of the Developer's property, the City may elect, to the extent such election is permitted by law and is not unenforceable under applicable federal bankruptcy laws, but is not required, with or without notice of such election and with or without entry or other action by the City, to forthwith terminate this Agreement.

(c) If, in the Developer's judgment, the City is in material default of this Agreement, the Developer shall provide the City with a written statement indicating in adequate detail any failure on the City's part to fulfill its obligations under this Agreement. The Developer may not exercise any remedies against the City in connection with such failure until thirty (30) days after giving such notice. A default not cured shall constitute a breach of this Agreement. Any failure or delay by the Developer in asserting any of its rights or remedies as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

(d) In addition to any other rights or remedies, a party may institute legal action against the other party to cure, correct or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to the equitable remedy of an action for specific performance; provided, however, no recourse under or upon any obligation contained herein or for any claim based thereon shall be had against the City, its officers, agents, attorneys, representatives or employees in any amount or in excess of any specific sum agreed to be paid by the City hereunder, and no liability, right or claim at law or in equity shall be attached to or incurred by the City, its officers, agents, attorneys, representatives or employees in any amount in excess of any specific sums agreed by the City to be paid hereunder and any such claim is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the City. Notwithstanding the foregoing, in the event either party shall institute legal action against the other party because of a breach of any agreement or obligation contained in this Agreement, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

Section 8. Term.

Unless earlier terminated pursuant to Section 7, the term of this Agreement shall commence on the date of execution and end upon the earlier of payment in full of interest and principal on the Note, or (ii) March 1, 2037.

Section 9. Verification of Tax Increment, Verification of City Sales Taxes.

The Developer shall use its best efforts to cooperate with the City in obtaining copies of all real estate tax bills for the Subject Property bills payable in 2016, and paid in each subsequent year during the term of this Agreement for the Subject Property.

The Developer shall use its best efforts to obtain copies of the returns to the Illinois Department of Revenue by the Tenants New to the City operating at the Subject Property to ascertain the amount of the City's Sales Taxes remitted to the State of Illinois. In the event verifiable information on the City's Sales Taxes remitted by the Tenants New to the City operating at the Subject Property is not available to the City, payments due to the Developer may be delayed until such time as the information is available to the City. A delay in payment to the Developer as a result of lack of information to calculate the amounts of the City's Sales Taxes due and hereunder, shall not be deemed a default by the City of its obligations under this Agreement.

Section 10. Time; Force Majeure.

Time is of the essence of this Agreement, provided, however, a party shall not be deemed in material breach of this Agreement with respect to any obligations of this Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party ("*Force Majeure*"). If one of the foregoing events shall occur or either party shall claim that such an event shall have occurred, the party to whom such claim is made shall investigate same and consult with the party making such claim regarding the same and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to

the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was caused by such Force Majeure.

Section 11. Assignment.

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

Section 12. Developer's Indemnification.

The Developer shall indemnify and hold harmless the City, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly from the failure of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee thereof is hired by the Developer) to timely pay any contractor, subcontractor, laborer or materialman; from any default or breach of the terms of this Agreement by the Developer; or from any negligence or reckless or willful misconduct of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Developer). The Developer shall, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the City, its agents, officers, officials or employees in any such action, the Developer shall, at its own expense, satisfy and discharge the same. This paragraph shall not apply, and the Developer shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the City or any of its officers, agents, employees or contractors.

Section 13. Waiver.

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

Section 14. Severability.

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

Section 15. Notices.

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

To the Developer : BT Bloomington, LLC
c/o BET Investments, Inc.
200 Witmer Road
Suite 200
Horsham, Pennsylvania 19044
Attention: Gregory F. Gambel, Jr., General Counsel

With a copy to: Richard Klawiter
DLA Piper LLP
203 North LaSalle Street
Suite 1900
Chicago, Illinois 60601

To the City : City Manager
City of Bloomington
109 East Olive Street
Bloomington, Illinois 61702

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

Corporation Counsel
City of Bloomington
109 East Olive Street
Bloomington, Illinois 61702

Section 16. Successors in Interest.

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

Section 17. No Joint Venture, Agency or Partnership Created.

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

Section 18. No Discrimination – Construction.

The Developer for itself and its successors and assigns agree that in the construction of the improvements on the Subject Property provided for in this Agreement the Developer shall

not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.

Section 19. Amendment.

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

Section 20. Counterparts.

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

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

City of Bloomington, McLean County, an Illinois
municipal corporation

By: _____
Mayor

Attest:

City Clerk

BT Bloomington, LLC, an Illinois limited liability
company

By: _____
President

Attest:

Secretary

Exhibit A

Legal Description of Subject Property

Lot 1 in Colonial Plaza Subdivision to the City of Bloomington, according to the plat thereof recorded August 8, 1994, as Document No. 94-21218, in McLean County, Illinois.

METES AND BOUNDS LEGAL DESCRIPTION OF SAID LOT 1

A part of the Southwest Quarter of Section 35, Township 24 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at a point which is the Southwest Corner of a tract of land conveyed to Martin Oil Service, Inc., an Illinois Corporation, recorded on March 18, 1954, as Document No. 22235, McLean County, Illinois, said Southwest Corner also being the Southeasternmost Corner of Lot 1 in Colonial Plaza Subdivision, according to Plat recorded August 8, 1994, as Document No. 94-21218, McLean County, Illinois. From said Point of Beginning, thence south $87^{\circ}-47'-00''$ west, 143.03 feet along the North Right-of-Way Line of S.B.I. Route 9 (FA Rte 10) (said North Right-of-Way Line also being the South Line of said Lot 1); thence northwest 89.67 feet along said North Right-of-Way Line (said North Right-of-Way Line also being the South Line of said Lot 1) and also being the arc of a curve concave to the northeast with a radius of 333 feet and the 89.40 foot chord of said arc bears north $60^{\circ}-30'-59''$ west, to a point of reverse curve; thence northwest 120.64 feet along said North Right-of-Way Line (said North Right-of-Way Line also being the South Line of said Lot 1) being an arc of a curve concave to the southwest with a radius of 360.09 feet and the 120.08 foot chord of said arc bears north $60^{\circ}-38'-12''$ west; thence north $74^{\circ}-40'-16''$ west, 37.21 feet along said North Right-of-Way Line (said North Right-of-Way Line also being the South Line of said Lot 1) to a point of curve; thence northwest, west and southwest 135.33 feet along said North Right-of-Way Line (said North Right-of-Way Line also being the South Line of said Lot 1) and also being the arc of a curve concave to the southeast with a radius of 109 feet and the 126.80 foot chord of said arc bears south $69^{\circ}-45'-41''$ west, to a point of tangency; thence south $34^{\circ}-11'-38''$ west, 38.70 feet along said North Right-of-Way Line (said North Right-of-Way Line also being the South Line of said Lot 1); thence south $47^{\circ}-20'-17''$ west, 79.32 feet along said North Right-of-Way Line (said North Right-of-Way Line also being the South Line of said Lot 1); thence south $87^{\circ}-49'-00''$ west, 256.10 feet along said North Right-of-Way Line (said North Right-of-Way Line also being the South Line of said Lot 1) to a point lying 256 feet east of the Southeast Corner of Lot 503 in the Ninth Addition to Fairway Knolls in the City of Bloomington, Illinois; thence north $2^{\circ}-11'-00''$ west, 158 feet along the West Line of said Lot 1 (said West Line also being parallel with the East Line of Lot 503 in said Ninth Addition); thence south $87^{\circ}-49'-00''$ west, 256 feet along the South Line of said Lot 1 to the Southwest Corner of said Lot 1 being also on the East Line of said Lot 503; thence north $2^{\circ}-11'-00''$ west, 385 feet along the West Line of said Lot 1 (said West Line also being the East Line of said Lot 503 and the East Line of the Sixth Addition to Fairway Knolls, Bloomington, Illinois); thence north $6^{\circ}-47'-00''$ west, 312.98 feet along the West Line of said Lot 1 (said West Line also being the East Line of said Sixth Addition) to the Northwest Corner thereof (said Northwest Corner also being the Southwest Corner of Lot 330 in the Seventh Addition to Fairway Knolls, Bloomington, Illinois); thence north $74^{\circ}-38'-00''$ east, 259.04 feet along the North Line of said

Lot 1 (said North Line also being the South Line of said Seventh Addition); thence north $87^{\circ}-46'-00''$ east, 1028.66 feet along the North Line of said Lot 1 (said North Line also being the South Line of the Seventh Addition to Fairway Knolls and also the South Line of the Tenth Addition to Fairway Knolls, Bloomington, Illinois); thence south $2^{\circ}-45'-00''$ east, 237.83 feet along the East Line of said Lot 1 to a point which is 50 feet normally distant north from the North Line of said Martin Oil Service Inc. Tract; thence north $87^{\circ}15'-00''$ east, 400 feet along the North Line of said Lot 1 (said North Line also being parallel with the North Line of said Martin Oil Service Inc. Tract) to a point which is 60 feet west of the West Right-of-Way Line of Veterans Parkway (FA Route 5); thence south $2^{\circ}-45'-00''$ east, 50 feet along the East Line of said Lot 1 to the Northeast Corner of said Martin Oil Service Inc. Tract; thence south $87^{\circ}-15'-00''$ west, 592.15 feet along the South Line of said Lot 1 (said South Line also being the North Line of said Martin Oil Service Inc. Tract); thence south $2^{\circ}-45'00''$ east, 624 feet along the East Line of said Lot 1 (said East Line also being the West Line of said Martin Oil Service Inc. Tract) to the Point of Beginning, excepting therefrom the following:

A part of the Southwest Quarter of Section 35, Township 24 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, described as follows: Commencing at a point which is the Southwest Corner of a tract of land conveyed to Martin Oil Service, Inc., an Illinois Corporation, recorded on March 18, 1954, as Document No. 22235, McLean County, Illinois, said Southwest Corner also being the Southeasternmost Corner of Lot 1 in Colonial Plaza Subdivision according to Plat recorded August 8, 1994, as Document No. 94-21218, McLean County, Illinois. From said Point of Commencement thence north $2^{\circ}-45'-00''$ west, 624 feet along the East Line of said Lot 1 (said East Line also being the West Line of said Martin Oil Service Inc. Tract); thence north $87^{\circ}-15'-00''$ east, 592.15 feet along the South Line of said Lot 1 to the Northeast Corner of said Martin Oil Service Inc. Tract; thence north $2^{\circ}-45'-00''$ west, 50 feet along the East Line of said Lot 1; thence south $87^{\circ}-15'-00''$ west, 400 feet along the North Line of said Lot 1 (said North Line also being 50 feet north of and parallel with the North Line of said Martin Oil Service Inc. Tract); thence north $2^{\circ}-45'-00''$ west, 237.83 feet along the East Line of said Lot 1; thence south $87^{\circ}-46'-00''$ west, 592.55 feet along the North Line of said Lot 1 (said North Line also being the South Lines of the Seventh and Tenth Additions to Fairway Knolls); thence south $2^{\circ}-48'-18''$ east, 38.14 feet to the Northeast Corner of Lot 2 in said Colonial Plaza Subdivision, said Northeast Corner being the Point of Beginning. From said Point of Beginning, thence south $2^{\circ}-48'-18''$ east, 503.69 feet along the East Line of said Lot 2 to the Southeast Corner thereof; thence south $87^{\circ}-11'-42''$ west, 224.00 feet along the South Line of said Lot 2 to the Southwest Corner thereof; thence north $2^{\circ}-48'-18''$ west, 323.56 feet along the West Line of said Lot 2; thence north $87^{\circ}-11'-42''$ east, 75 feet along the North Line of said Lot 2; thence north $2^{\circ}-48'-18''$ west, 180.13 feet along the West Line of said Lot 2 to the Northwest Corner thereof; thence north $87^{\circ}-11'-42''$ east, 149 feet along the North Line of said Lot 2 to the Point of Beginning.

Said property contains 878,635 square feet, more or less = 20.171 acres, more or less.

NOTE

CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

SPECIAL TAX INCREMENT REVENUE NOTE

Empire Street Tax Increment Redevelopment Project Area

§ _____, 2016

WHEREAS, pursuant to its powers and in accordance with the requirements of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, (the “TIF Act”), the Mayor and City Council of the City of Bloomington, McLean County, Illinois (the “Corporate Authorities”) pursuant to Ordinance Nos. _____, _____ and _____, adopted on _____, 20____, designated a Redevelopment Project Area and approved a Redevelopment Plan for the redevelopment of the Redevelopment Project Area known as the Empire Street Redevelopment Project Area and adopted the TIF Act as applicable to the Redevelopment Project Area; and,

WHEREAS, on _____, 2016, the Corporate Authorities approved a certain Redevelopment Agreement (the “Redevelopment Agreement”) with BT Bloomington, LLC, an Illinois limited liability company (the “Developer”) the terms and provisions of which are incorporated herein by reference, pertaining to the renovation

and redevelopment of certain property, legally described therein and commonly known as Colonial Plaza (the “Subject Property”), which Redevelopment Agreement provided for reimbursement to the Developer of certain “Reimbursable Project Costs” as defined by the TIF Act, to be incurred by the Developer in connection with the renovation and redevelopment of the Subject Property (the “Project”); and,

WHEREAS, pursuant to Section 3 of the Redevelopment Agreement, the City promised to reimburse the Developer an amount equal to the lesser of 36.52% of the total costs of the Project or \$4,000,000 (the “Reimbursement Amount”) from City’s Sales Taxes as defined in the Agreement for a period not to exceed ten (10) years commencing in the year 2018 and Incremental Taxes both of which are defined as Pledged Funds and limited by the terms of the Redevelopment Agreement. The City has agreed to issue this Note with interest at the rate of three and one-half percent (3 ½%) per annum in the outstanding Reimbursement Amount as hereinafter set forth.

NOW, THEREFORE, the City, by and through the Corporate Authorities, covenants and agrees as follows:

1. *Incorporation of recitals and definitions of terms.* The foregoing recitals are incorporated into this Note as if they were fully set forth in this *Section 1*.

2. *Promise to pay.* Subject to the terms, conditions and limitations contained in the Redevelopment Agreement, the City promises to pay to the order of the Developer, when and as provided in the Redevelopment Agreement, the Reimbursement Amount of \$_____, together with interest on the balance of such principal sum outstanding from time to time at the rate of three and one-half percent (3 ½%) per annum.

3. *Pledge of, and lien on, Incremental Taxes deposited in the STAF.* THIS NOTE SHALL BE PAYABLE SOLELY FROM PLEDGED FUNDS AS SET FORTH IN THE REDEVELOPMENT AGREEMENT AND SUBJECT TO THE TERMS AND CONDITIONS OF SAID REDEVELOPMENT AGREEMENT.

4. *Payments.* So long as the no event of default is outstanding and the Redevelopment Agreement is in full force and effect, payments on account of the indebtedness evidenced by this Note shall be made annually as set forth in the Redevelopment Agreement by check payable to the order of the Developer and mailed to the Developer at such address as the Developer may designate in writing from time to time.

5. *Limited obligation of the City.* THIS NOTE IS NOT SECURED BY THE FULL FAITH AND CREDIT OF THE CITY AND IS NOT PAYABLE OUT OF ANY FUND OF THE CITY OTHER THAN THE PLEDGED FUNDS. THIS NOTE CONSTITUTES A LIMITED OBLIGATION OF THE CITY, AND ALL PAYMENTS DUE UNDER THIS NOTE SHALL BE PAYABLE SOLELY FROM PLEDGED FUNDS AND SUBJECT TO THE TERMS AND CONDITIONS OF THE REDEVELOPMENT AGREEMENT.

6. *Default.* If Pledged Funds are available to make any payment required by this Note, and the Redevelopment Agreement is in full force and effect, and if the City thereafter fails to make such payment, the City shall be deemed to be in default under this Note. After any default, the Developer may bring an action in any court of competent jurisdiction to enforce payment of this Note, provided that the Developer shall have first given the City notice of its intent to bring such action and thirty (30) days to cure any such default. Failure of the Developer to exercise its right to bring an action to remedy a default hereunder shall not constitute a waiver of its right to bring an action to remedy any subsequent default.

7. *Miscellaneous.*

(a) If any provision of this Note is found by a court of competent jurisdiction to be in violation of any applicable law, and if such court should declare such provision to be unlawful, void or unenforceable as written, then it is the intent of the City and the Developer that such provisions shall be given full force and effect to the fullest possible extent that is legal, valid and enforceable, that the remainder of this Note shall be construed as if such unlawful, void or unenforceable provision was not contained herein, and that the rights, obligations and interests of the City and the Developer shall continue in full force and effect.

(b) This Note may not be assigned by the Developer.

(c) Any notice, request, demand, instruction or other document to be given or served hereunder shall be addressed, delivered and deemed effective as provided in the Development Agreement.

(d) The provisions of this Note shall not be deemed to amend the provisions of the Redevelopment Agreement in any respect. To the extent of any conflict or inconsistency between the provisions of the Redevelopment Agreement and the provisions of this Note, the Redevelopment Agreement shall in all instances supersede and control.

This Note is executed as of _____, 201__.

City of Bloomington, an Illinois municipal
corporation

By: _____
Mayor

Attest:

City Clerk

Exhibit C

Form of Request for Reimbursement

REQUEST FOR REIMBURSEMENT

City of Bloomington
c/o City Manager
109 East Olive Street
Bloomington, Illinois 61702
Attn: City Manager

Re: Redevelopment Agreement, dated _____, 2016 (the “Agreement”), by and between the City of Bloomington, McLean County, an Illinois municipal corporation and BT Bloomington, LLC, an Illinois limited liability company (collectively the “Developer”)

Dear Sir:

You are requested to disburse funds pursuant to Section 6 of the Redevelopment Agreement described above in the amount(s) and for the purpose(s) set forth in this Request for Reimbursement. The terms used in this Request for Reimbursement shall have the meanings given to those terms in the Redevelopment Agreement.

1. Amount to be Disbursed: \$ _____, an amount not in excess of the Reimbursable Project Costs as defined in the Agreement.
2. The amount requested to be disbursed pursuant to this Request for Reimbursement will be used to reimburse the Developer for those Reimbursable Project Costs detailed in Schedule 1 attached to this Request for Reimbursement with paid invoices, bills of sale and mechanic lien waivers.
3. The undersigned certifies that:
 - (I) the amounts included in 1 above were made or incurred or financed and were necessary for the development of the Subject Property and were made or incurred in accordance with the construction contracts, plans and specifications heretofore in effect;
 - (ii) the amounts paid or to be paid, as set forth in this Request for Reimbursement, represents a part of the funds due and payable for Reimbursable Project Costs;
 - (iii) the expenditures for which amounts are requisitioned represent proper Reimbursable Project Costs.
 - (iv) the moneys requisitioned are not greater than those necessary to reimburse the Developer for its funds actually advanced for Reimbursable Project Costs.
 - (v) the Developer is not in default under the Redevelopment Agreement and nothing has occurred to the knowledge of the Developer that would prevent the performance of its obligations under the Redevelopment Agreement.

Date: _____

By: BT Bloomington, LLC

President

APPROVED:
City of Bloomington, McLean County, an Illinois
municipal corporation

Date: _____

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

FOR COUNCIL: March 14, 2016

SUBJECT: Consideration of approving a Resolution authorizing the submittal for the Multi Year General Architectural, Engineering and Land Surveying Services (RFQ 2016-04).

RECOMMENDATION/MOTION: That a Resolution establishing and selecting the firms in general architectural, engineering, and land surveying that are deemed to be the most qualified to perform services to the City, for a three-year period with the option to requalification for two additional one-year periods, be approved, and authorize the Mayor and City Clerk to execute the necessary documents.

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

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

BACKGROUND: Historically, the City of Bloomington has selected professional firms to provide architectural, engineering and land surveying services on an individual project basis. Most of these selections were performed using the Professional Services Quality Based Selection Process. This process involves: (1) Sending out Request for Qualifications (RFQ), (2) Reviewing the submitted Statement of Qualifications based on the criteria outlined in the RFQ and narrowing the list to a few consultants, (3) Interviewing these consultants, and (4) Selecting the top consultants. To minimize individual bias, the process is performed by a committee of at least four individuals associated with the project, typically City staff. The process is very time consuming and expends considerable resources, especially when done on a project-by-project basis.

In order to increase staff efficiency, reduce limited resource expenditures and expedite the backlog of infrastructure maintenance and repair projects, this multi-year general architectural, engineering and land surveying services RFQ was pursued. The purpose of this RFQ is to provide a list of professional firms that can be readily utilized for various projects throughout the City. Three to four firms were selected for each of the following categories; Architectural, Structural Engineering, Utility Infrastructure, Pavements, Traffic Control & Signals, Land Surveying and Environmental. The categories were determined based on the past projects within City departments that often use consultants. The selected consultants can be utilized in any department, but most utilization will be from Facilities, Parks, Recreation & Cultural Arts, Public Works and Water.

Since the consultants have already been selected through the quality based selection process, when a specific project arises under one of these categories, staff will determine the most qualified for the specific project staff and then attempt to negotiate favorable contractual terms with the most qualified firm. If the contractual terms or price cannot be agreed upon, staff will

then start negotiating with the firm deemed to be the second most qualified for the project (and so on). Once staff has a recommended contract, the formal approval will go through the City's standard process for approval of contracts. Utilizing this system, City staff estimates that projects will start three to four months quicker than in the past.

In addition to the aforementioned benefits, this RFQ may reduce strain on City budgets by maximizing our ability to seek grants for projects. In accordance with The Brooks Act - Federal Government Selection of Architects and Engineers (Public Law 92-582), the Illinois Local Government Professional Services Selection Act (50 ILCS 510) and the Architectural, Engineering, and Land Surveying Qualifications Based Selection Act (30 ILCS 535), the Quality Based Selection Process must be followed if federal or state grants, loans or any other federal or state monies are used to fund any portion of the project.

As indicated, all of the firms were selected using the Professional Services Quality Based Selection Process. The City's procurement agent was involved in this entire process to ensure that the procedure was performed in accordance with applicable standards. A list of the engineering firms that submitted Statements of Qualifications and the engineering firms that were selected for interviews are attached. The selected architectural, engineering and land surveying companies and the professional services category for which they were selected is also attached. Note that the City's Local Preference Ordinance is not applicable to this process as the legal and federal requirements require strict adherence to selection of such professionals based on qualifications.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Qualifications was advertised in The Pantagraph on December 4, 2015. Interviews were held in the Public Works Conference Room on February 10, 12 & 17, 2016.

FINANCIAL IMPACT: Adoption of this resolution has no immediate financial impact. Contracts for projects initiated from this RFQ will be implemented in accordance with the City's procurement policy.

Respectfully submitted for Council consideration.

Prepared by:	Russel Waller, Facilities Manager
Reviewed by:	Jon Johnston, Procurement Manager Bob Yehl, Water Director Ryan Otto, Assistant City Engineer Steve Rasmussen, Assistant City Manager
Financial & Budgetary review by:	Chris Tomerlin, Budget Analyst Carla A. Murillo, Budget Manager
Legal review by:	Jeffrey R. Jurgens, Corporation Counsel
Recommended by:	



David A. Hales
City Manager

Attachments:

- SOQ Submittal List
- Interview List
- Selected Firms
- Resolution

Motion: That a Resolution establishing and selecting the firms in general architectural, engineering, and land surveying that are deemed to be the most qualified to perform services to the City, for a three-year period with the option to requalification for two additional one-year periods, be approved, and authorize the Mayor and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

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

**MULTI YEAR GENERAL ARCHITECTUAL, ENGINEERING &
LAND SURVEYING SERVICES (RFQ 2016-04)
SUBMITTAL LIST**

- 1 Baxter & Woodman**
- 2 BKV Group**
- 3 BLDD Architects**
- 4 Clark Dietz Engineers**
- 5 Crawford, Murphy & Tilly**
- 6 Farnsworth Group, Inc.**
- 7 Francois & Associates**
- 8 Fuhrmann Engineering**
- 9 Hanson**
- 10 Hampton, Lenzini & Renich**
- 11 Henneman Engineering**
- 12 Hermann & Associates, LLC**
- 13 Kaskaskia Engineering Group**
- 14 Lochmueller Group**
- 15 Lewis, Yockey & Brown, Inc.**
- 16 Midwest Engineering**
- 17 Pearson Design Group**
- 18 Shive Hattery**
- 19 Terra Engineering Ltd.**

**MULTI YEAR GENERAL ARCHITECTUAL, ENGINEERING &
LAND SURVEYING SERVICES (RFQ 2016-04)
INTERVIEW LIST**

FIRM	LOCATION
1 Baxter & Woodman	Chicago, IL
2 BKV Group	Chicago, IL
3 BLDD Architects	Bloomington, IL
4 Clark Dietz Engineers	Champaign, IL
5 Crawford, Murphy & Tilly	Peoria, IL
6 Farnsworth Group, Inc.	Bloomington, IL
7 Francois & Associates	Bloomington, IL
8 Hanson	Peoria, IL
9 Kaskaskia Engineering Group	Peoria, IL
10 Lochmueller Group	Troy, IL
11 Lewis, Yockey & Brown, Inc.	Bloomington, IL
12 Midwest Engineering	East Peoria, IL
13 Shive Hattery	Bloomington, IL

MULTI YEAR GENERAL ARCHITECTUAL, ENGINEERING & LAND SURVEYING SERVICES (RFQ 2016-04) SELECTED COMPANIES								
	Company	Architectural	Structural	Utility	Pavements	Traffic	Survey	Environmental
1	Baxter & Woodman		X	X				
2	BKV Group	X						
3	BLDD Architects	X						
4	Clark Dietz Engineers					X		
5	Crawford, Murphy & Tilly			X				
6	Farnsworth Group, Inc.		X	X	X	X	X	X
7	Francois & Associates	X						
8	Hanson		X		X	X		X
9	Kaskaskia Engineering Group							X
10	Lochmueller Group					X		
11	Lewis, Yockey & Brown, Inc.						X	
12	Midwest Engineering		X	X	X			
13	Shive Hattery	X					X	X

RESOLUTION NO. 2016 - _____

A RESOLUTION ESTABLISHING THE FIRMS IN GENERAL ARCHITECTURAL, ENGINEERING AND LAND SURVEYING THAT ARE DEEMED TO BE THE MOST QUALIFIED TO PERFORM SERVICES TO THE CITY FOR A THREE-YEAR PERIOD, WITH THE OPTION FOR REQUALIFICATION FOR TWO ADDITIONAL ONE-YEAR PERIODS

WHEREAS, the City of Bloomington, Illinois (“City”) is a home-rule municipality operating and existing under the laws of Illinois and its home-rule authority; and

WHEREAS, properly maintained public streets, sidewalks, sewers, water mains, buildings, parks, equipment, facilities and other infrastructure are vital to the public health, public safety, and economic vitality of the community; and

WHEREAS, the City Council has adopted the City of Bloomington Streets, Sidewalks, Sewers, Lighting, Bicycle, Parks, Miller Park Zoo and Facilities Master Plans; and

WHEREAS, the maintenance and repair projects identified in these master plans often require professional architectural, engineering and land surveying services; and

WHEREAS, the City issued a request for qualifications for the general architectural, engineering and land surveying services and have ranked the firms deemed to be the most qualified to said services to the City; and

WHEREAS, the City Council finds it to be in the best interest of the City to designate and select firms that are the most qualified to perform general architectural, engineering and land surveying services to the City.

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

SECTION 1. The recitals set forth above are incorporated in this Section 1 as if fully stated herein.

SECTION 2. The City Council hereby determines that firms, as outlined on Exhibit A, are deemed to be the most qualified to provide services in the stated fields of general architecture, engineering, and land surveying services to the City and are hereby selected accordingly. These firms include: Baxter & Woodman, BKV Group, BLDD Architects, Clark Dietz, Crawford, Murphy & Tilly, Farnsworth Group, Francois & Associates, Hanson Professional Services, Kaskaskia Engineering, Lochmueller Group, Lewis, Yockey & Brown, Midwest Engineering and Shive Hattery (collectively “Firms”)

SECTION 3. The Firms outlined above and in Exhibit A shall be and are deemed the most qualified to provide the respective and identified professional services to the City. For any given project where the City needs to utilize an outside professional within the architectural, en-

gineering and/or land surveying fields, it shall utilize the list attached as Exhibit A and within said fields rank the firms that would be most qualified to perform the services for the specific project. City staff shall then negotiate with the firm it ranks as most qualified and if an agreement is reached on contractual terms and price, the proposed firm contract shall be recommended for selection and approval. If an agreement cannot be reached as to contractual terms and price the firm ranked as the most qualified, it shall then begin negotiating with the next highest ranked firm and this process shall continue until an agreement can be reached.

SECTION 4. The determination of qualifications set forth herein shall be valid for three-years, although upon re-submission of qualifications, City staff may extend the qualifications of any of the firms listed on Exhibit A for two additional one-year periods. Re-qualification and extension of either period shall be demonstrated by written correspondence to the firm from the City's procurement manager.

SECTION 5. In the event that any section, clause, provision, or part of this Resolution 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 6. This Resolution shall be effective immediately.

ADOPTED this 14th day of March, 2016.

APPROVED this _____ day of March, 2016.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

APPROVED AS TO FORM

Jeffrey R. Jurgens, Corporation Counsel

EXHIBIT A
SELECTED COMPANIES PER FIELD OF SERVICE

MULTI YEAR GENERAL ARCHITECTUAL, ENGINEERING & LAND SURVEYING SERVICES (RFQ 2016-04) SELECTED COMPANIES								
	Company	Architectural	Structural	Utility	Pavements	Traffic	Survey	Environmental
1	Baxter & Woodman		X	X				
2	BKV Group	X						
3	BLDD Architects	X						
4	Clark Dietz Engineers					X		
5	Crawford, Murphy & Tilly			X				
6	Farnsworth Group, Inc.		X	X	X	X	X	X
7	Francois & Associates	X						
8	Hanson		X		X	X		X
9	Kaskaskia Engineering Group							X
10	Lochmueller Group					X		
11	Lewis, Yockey & Brown, Inc.						X	
12	Midwest Engineering		X	X	X			
13	Shive Hattery	X					X	X

CITY OF
Bloomington ILLINOIS
REGULAR AGENDA ITEM NO. 8E

FOR COUNCIL: March 14, 2016

SUBJECT: Consideration of approving Alternate 2 design for the Fox Creek Bridge replacement at the Union Pacific Railroad.

RECOMMENDATION/MOTION: That the Council approve Alternative 2 as the preferred bridge design option and direct staff and Alfred Benesch & Company to proceed with preconstruction work for bridge replacement and street improvements on Fox Creek Road from Danbury Drive to Beich Road.

STRATEGIC PLAN LINK: 2. Upgrade City Infrastructure and Facilities and 4. Strong Neighborhoods.

STRATEGIC PLAN SIGNIFICANCE: 2a. Better quality roads and sidewalks and 4a. Residents feeling safe in their homes and neighborhoods.

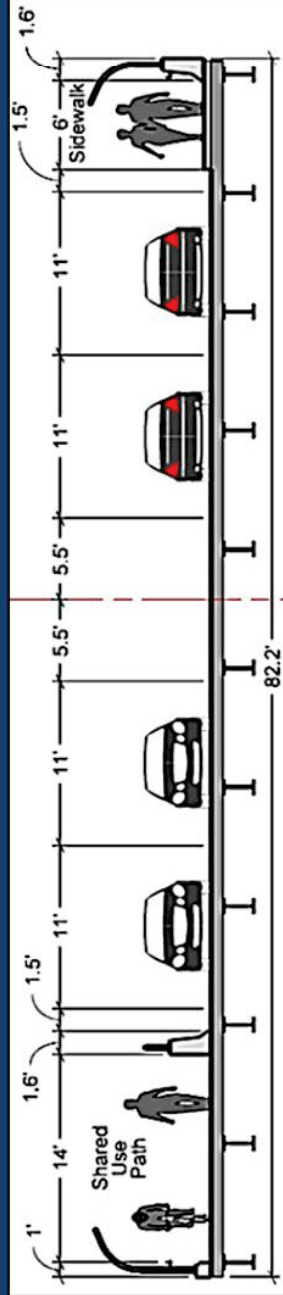
BACKGROUND: Fox Creek Road is the primary access point for neighborhoods in the southwest corner of Bloomington. The bridge over the Union Pacific Railroad currently has two lanes and no accommodations for pedestrians and bicyclists. The bridge is inadequate for current and future needs of the community, as are the sections of street west and east of it. This stretch, from Danbury Drive to Beich Road, is the remaining section of Fox Creek Road south corridor in need of widening and other improvements and is exhibiting both pavement and shoulder deterioration.

The City Council hired Alfred Benesch & Company, Chicago, in March 2014 as project consulting engineer. Benesch developed five alternatives. It used three criteria -- performance, public acceptance, and cost. Benesch narrowed the selection to two alternatives, Alternative 2 and Alternative 4, and presented them at a public meeting. Benesch concluded that Alternative 2 is the preferred option, and staff concurs. Alternative 2 also ranked higher than 4 in the public acceptance criterion. Staff requests Council concurrence before staff and Benesch proceed with additional planning and design phases. Benesch continued services are covered in the 2014 contract.

Both Alternatives have high performance for vehicular traffic and pedestrian and cyclist traffic. It should be noted that these improvements will serve a growing area, with access to parks and three schools, for decades to come.

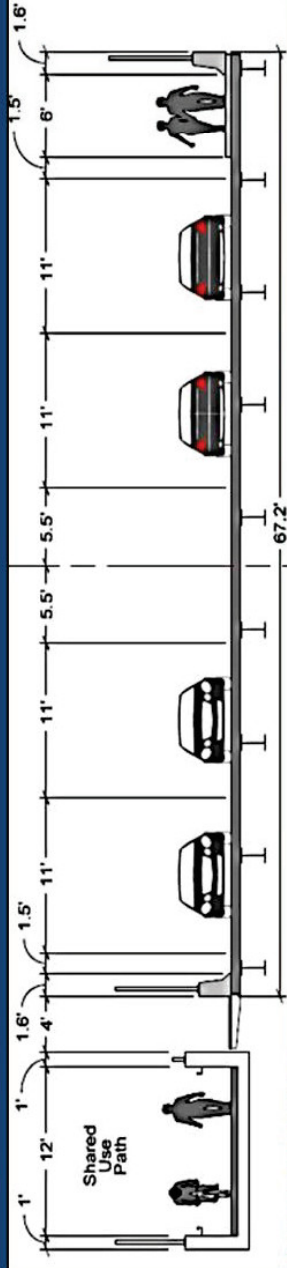


Alternative 2



Five-lane bridge; 14-foot shared path on north side; 6-foot sidewalk on south side.

Alternative 4



Five lane bridge 6-foot sidewalk on south; 2nd bridge with 12-foot shared path on north side.

Why Alternative 2 and not Alternative 4?

- The primary difference between Alternative 2 and Alternative 4 is that Alternative 4 consists of two bridges – one dedicated to pedestrians-cyclist shared use. However, the pedestrian-bicyclist bridge in Alternative 4 provides marginal advantage over Alternative 2 in terms of safety and aesthetics. The pedestrian bridge wouldn't be a decorative, stylized bridge, and it would have to be linked to the vehicular bridge by a metal barrier fence so that no gap exists between the bridges. The barrier would collect trash and be difficult to clean and maintain.
- Alternative 4 would cost more to maintain and repair. Alternative 2 may cost slightly more to construct, but construction estimates for the two options are nearly identical.
- Alternative 4 would cause a traffic bottleneck during construction, which would last more than a year. Bridge construction would reduce traffic to one lane. Eastbound and westbound vehicles would take turns, regulated by traffic signals. The addition of the signals, plus added maintenance and operation cost, would add up to \$200,000 to the project. The other option during construction would be a full detour of Fox Creek Road traffic to Six Points Road, but staff believes the resulting disruptions to traffic and the increases in response times for police and fire protection would be unacceptable.
- Alternative 2 would allow two-way traffic during construction.
- The bike-pedestrian sidepath for Alternative 2 is two feet wider.

Next Steps:

1. Negotiations with Union Pacific Railroad and the Illinois Commerce Commission (ICC). The City wants to build a shorter bridge than exists today by building embankments on either side of the railway. This requires the approval of the ICC. If the City-Benesch plan for a single-span bridge (80 feet) is approved under Alternative 2, estimated bridge cost is about \$1.8 million. If the ICC requires the bridging of the entire railroad right of way (160 feet, three spans), estimated cost is \$2.8 million.
2. Final design and construction plans based on the ICC's decision, plus purchase of right-of-way.
3. Bidding, hiring of contractor.
4. Estimated Construction, anticipated to begin in 2018 and lasting 12 to 18 months. The most recent GCPF construction schedule shows the Fox Creek project programmed in the ICC's FY 2018 budget which begins on 7/1/2017. This timing will likely result in a Fall 2017 or Spring 2018 construction start. This estimated schedule differs from the preliminary schedule outlined in the Benesch report due to the timing and availability of the ICC Grade Crossing Protection Funds (GCPF). Final construction schedule will be determined by the ICC GCPF availability and may be impacted by State budget concerns.

Cost and sources of money

Preliminary cost estimates show Alternative 2 and Alternative 4 have similar dollar costs. Alternative 2 provides a wider surface and slightly more expensive construction but Alternative 4 poses construction problems with detouring and would cost more to maintain and repair. The cost total for the project will depend on whether the railroad and the ICC allow a shorter bridge.

Sixty percent (60%) of the bridge cost will be covered by a state grant from the Grade Crossing Protection Fund. This will equal about \$1 million for a single span bridge, and \$1.4 million to \$1.7 million for a three-span bridge. The remainder of the project will be funded by Bloomington's portion of the state Motor Fuel Tax.

	3 span bridge (160')	Single Span (80')
Bridge cost		
Alternative 2	\$2,846,215	\$1,768,373
Alternative 4	\$2,607,310	\$1,705,026
Roadway cost		
Alternative 2	\$3,273,000	\$3,273,000
Alternative 4	\$3,486,000	\$3,486,000
Total– bridge and roadway		
Alternative 2	\$7,344,000	*\$6,050,000
Alternative 4	\$7,282,000	\$6,200,000
<i>*Recommended</i>		

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Benesch project team and Bloomington Public Works hosted a public meeting on March 11, 2015, at Pepper Ridge Elementary School. Written comments were accepted then and after the meeting.

FINANCIAL IMPACT: None at this time. To date the City has invested approximately \$120,000 for the bridge and roadway design work; the current contract with Alfred Benesch includes an additional \$350,000 to finish project design. Right-of-way purchases in FY 2017 are estimated at approximately \$50,000. This project is proposed to be funded in the FY 2018 Proposed Motor Fuel Tax Budget at a cost of \$5,950,000. Included in this funding is an estimate of \$1,060,000 in state grant funding. If this council memo is approved, additional funding will need to be budgeted in FY 2018.

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Engineering Technician I

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Value Planning Design Study by Alfred Benesch & Company.

Motion: That the Council approve Alternative 2 as the preferred bridge design option and direct staff and Alfred Benesch & Company to proceed with preconstruction work for bridge replacement and street improvements on Fox Creek Road from Danbury Drive to Beich Road.

Motion: _____ Seconded by: _____

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

FOX CREEK ROAD DANBURY DRIVE TO BEICH ROAD



Value Planning Design Study

OCTOBER 2014

UPDATED NOVEMBER 2015

TEAM MEMBERS

SPECIAL THANKS TO:

RYAN OTTO | CITY OF BLOOMINGTON

KEVIN KOTHE | CITY OF BLOOMINGTON

ROBERT YEHL | CITY OF BLOOMINGTON

TEAM

LAURA MCGOVERN, PE | BENESCH

RYAN THADY, PE, AVS | BENESCH

MICHAEL MAGNUSON, PE, PTOE, AVS | BENESCH

COLIN COAD, PE, AVS | BENESCH

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EXECUTIVE SUMMARY

STUDY PURPOSE

The Fox Creek Road improvements will create new infrastructure and facilities that will be a part of the community for the next 20 to 40 years and beyond. It will also be a significant investment of public funds. The project needs to meet both the safety and mobility needs of the community, while being a prudent investment of funds, providing value and benefit.

The Fox Creek Road improvements will create new infrastructure and facilities that will be a part of the community for the next 20 to 40 years and beyond.

Early design decisions have a significant effect on final project costs, impacts to the surrounding properties and the level of disruption during construction. Developing and evaluating a range of design solutions early in the process will focus the design process and arrive at an optimized solution that meets the City's need and provides the best value. The Fox Creek Road Feasibility & Value Planning Study accomplishes this objective. The study process utilizes value engineering principles and concepts to evaluate and rank the alternatives. Value engineering is a creative process that the private sector has utilized for decades to improve product design and meet customer needs. The federal government requires value engineering studies on all large-scale/ large investment public infrastructure projects.

ALTERNATIVES

The study identifies and evaluates five potential improvement alternatives along with two structural alternatives for spanning the Union Pacific Railroad (UPRR). The table below summarizes the alternatives:

Project Alternatives

Alternative	Design Concept
1	Minimum build. Single multi-use path
2	Full build. Five lane section, multi-use path (north side) and sidewalk (south side)
3	Five lane roadway with multi-use path (north side) and shoulder (south side). 4 lane bridge (path on north side only)
4	Same as Alternative 2 with separate pedestrian/bike bridge over UPRR (north side)
5	Rehabilitate existing bridge (EB lanes and sidewalk) construct new bridge for westbound lanes and pedestrian/bike traffic

Structure Type Options (applicable to all alternatives)

Alternative	Design Concept
1	Three span (similar to existing)
2	80 foot span (meet min. UPRR requirements)

EVALUATION

Benesch evaluated each alternative utilizing their Value Planning methodology that looks at a project in terms of Performance (quantifiable and measurable), Acceptance (stakeholders and public sentiment) and Cost. A successful project is a balance of all three of these measures. The various measures and the ranking/rating methodology is explained in the report. This process resulted in the following recommendations:

Performance (P) – Alternative 2 (full build) and Alternative 4 (separate pedestrian/ bike bridge) achieve the same ranking from a performance standpoint.

Acceptance (A)– Alternative 2 (full build) ranks the highest, followed very closely by Alternative 4 (separate pedestrian/ bike bridge). The acceptance measures incorporate driver comfort (disruption during construction). The roadway bridge in Alternative 2 is wider and therefore can be constructed under traffic whereas Alternative 4 has a more narrow roadway bridge (bike path is on a separate structure) that would require a detour during construction.

Cost (C) – Alternative 5 (rehabilitate existing bridge) is the most economical alternative. The primary reason for the lower cost is that this alternative postpones replacement of this structure into the future. From a life-cycle cost perspective, this alternative may not be the most optimum.

PUBLIC INVOLVEMENT

The project team held a public meeting on March 11, 2015. Benesch presented the design alternatives, discussing pros and cons of each. Special attention was drawn to the alternatives that rated highest in the Value Planning evaluation process: Alternative 2 and Alternative 4. 13 comments were received as a result of the meeting.

RECOMMENDATIONS

A combined index of all three measures (performance, acceptance and cost) identifies alternative 2 and 4 as ranking so close that they are effectively the same. Alternative 5 ranks closely behind 2 and 4 however, due to life cycle cost concerns and the introduction of a guardrail/bridge end attenuator in the center, Alternative 5 is not being recommended for implementation. Alternatives 1 and 3 received the lowest ranking and are not recommended.

Alternatives 2 (full build) and 4 (separated pedestrian/bike bridge) rank very similarly for performance and acceptance and are very close in cost. The comments generated from the public meeting do not indicate a clear public preference for Alternative 2 or

Alternative 4. Based on the higher construction cost and potential for a full detour and/or single-lane operation with signals for Alternative 4, Alternative 2 is the preferred design alternative. Benesch recommends that the City proceed with Alternative 2.

For the roadway structure over the UPRR it is recommend that an 80 foot span design be advanced with the UPRR and Illinois Commerce Commission (ICC). It performs equally as the three span bridge and is substantially less in cost (\$1,000,000 less). A three span bridge should only be considered if it is imposed by the UPRR and ICC as a requirement for approval.

Figure E1 presents a summary of cost for Alternative 2.

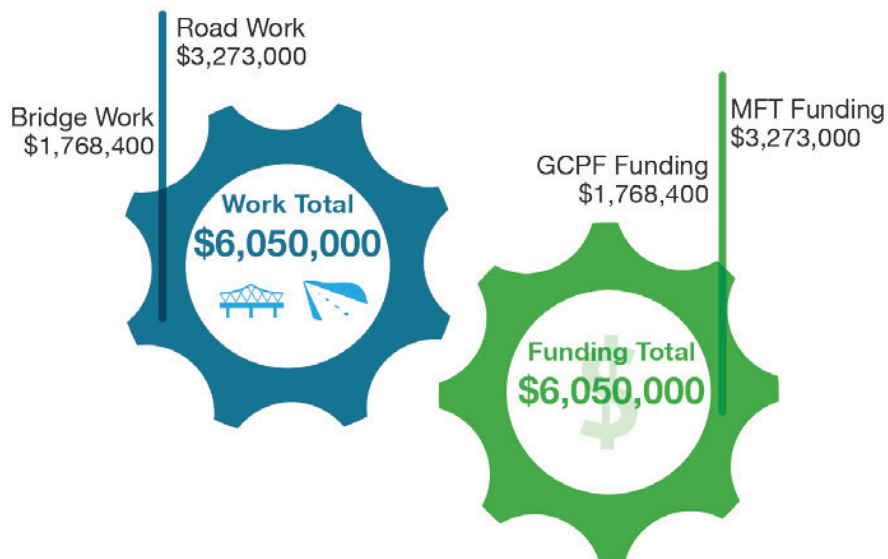


Figure E1: Summary of cost for Alternative 2

1 PROJECT UNDERSTANDING

1.1 INTRODUCTION

The City of Bloomington has identified the need to improve Fox Creek Road between Danbury Drive and Beich Road to address current and forecasted vehicular, pedestrian and bicycle traffic. This project includes improving the existing Fox Creek Road Bridge over the Union Pacific Railroad (UPRR). Alfred Benesch & Company (Benesch) is developing preliminary and final engineering (including a Value Planning study) to identify the specific improvements needed for the project. The project is located in the southwest quadrant of the City (Fig. 1.1).



Figure 1.1 Project Location Map

Fox Creek Road generally consists of a four-lane section (two lanes in each direction) to the east and to the west of the project limits. Within the project limits, Fox Creek Road is two lanes (one lane in each direction), creating a geometric bottleneck for through traffic. The bridge over the UPRR is narrow and does not accommodate pedestrians or bicyclists. The bridge currently spans over one high-speed track owned by the UPRR.

This rail line accommodates both freight and Amtrak passenger service. A water main hangs from the bridge on the south side. The bridge is a three span (43'-9", 61'-3", 43'-9") structure with an existing minimum clearance of 24.95 feet between the top of rail and the bottom of the structural steel. The west project limit is (approximately) Monica Lane, and the east project limit is the bridge over US Route 51/Interstate 55/ Interstate 74 (US-51/I-55/I-74).

There are two intersections within the project area that will be improved as part of this project: Fox Creek Road at Beich Road, and Fox Creek Road at Danbury Drive. Both Danbury Drive and Beich Road intersect at horizontal curve locations on Fox Creek Road. Beich Road is a northeast/southwest arterial that parallels I-55 and the UPRR to the south, serving as an important continuous route for several unincorporated areas, including Shirley and Funks Grove. Beich Road “tees” into Fox Creek Road just west of the US-51/I-55/I-74 overpass. The entrance to Bellas Landscaping is the north leg of the intersection, offset slightly to the west from Beich Road. Danbury Drive provides access to the Pepper Ridge residential community south of Fox Creek Road and Pepper Ridge Elementary School. The north leg of the intersection of Danbury Drive at Fox Creek Road is Basil Way, a private road for Danbury Court, another residential community.

The Constitution Trail, a regional multi-use trail, is located on the west side of Beich Road and on the north side of Fox Creek Road east of Beich Road.

Adjacent land use within the project area includes a number of residential subdivisions, several commercial facilities, and a public park. The Pepper Ridge Elementary school is located southwest of the project area off of Danbury Drive. The following facilities are located north of Fox Creek Road between Danbury Drive and Beich Road: Town & Country Kennel Club, American Legion and a Bloomington Township Municipal Building. Bellas Landscaping is located north of Fox Creek Road at the Beich Road intersection.

1.2 PROJECT PURPOSE AND NEED

Fox Creek Road is an important east-west collector roadway linking existing and emerging residential areas in the south and western areas of the City with the central section. It is one of only three routes that cross US-51/I-55/I-74. It also provides a grade separated crossing of the Union Pacific/ Amtrak high-speed railroad corridor. While the existing two-lane roadway adequately services current traffic, future growth and development will result in a degradation in operations.



In addition, the existing roadway does not provide separate pedestrian/bicycle facilities across the UPRR creating an existing operational problem.

The City's Comprehensive Plan identifies future new residential growth to the south and west that will rely on Fox Creek Road as the primary access into the central sections of the City. The Long Range Transportation Plan 2040 for the Bloomington-Normal Urbanized Area also identifies the need to accommodate future growth and improve Fox Creek Road within the project limits.

The Comprehensive Plan identifies primarily low to medium density residential growth occurring in the areas surrounding Fox Creek Road with the exception of a small area of high density residential along County Highway 32 (Co. Rd 1000 N). This future development will be served by Beich Road, Fox Creek Road and eventually the extension of the Mitsubishi Motorway. For future traffic estimate purposes on this project, the land areas identified in the Comprehensive Plan adjacent to existing Fox Creek Road and its future extension to the south were included in the traffic estimates (see Fig. 1.2). This area encompasses approximately 615 acres of land.

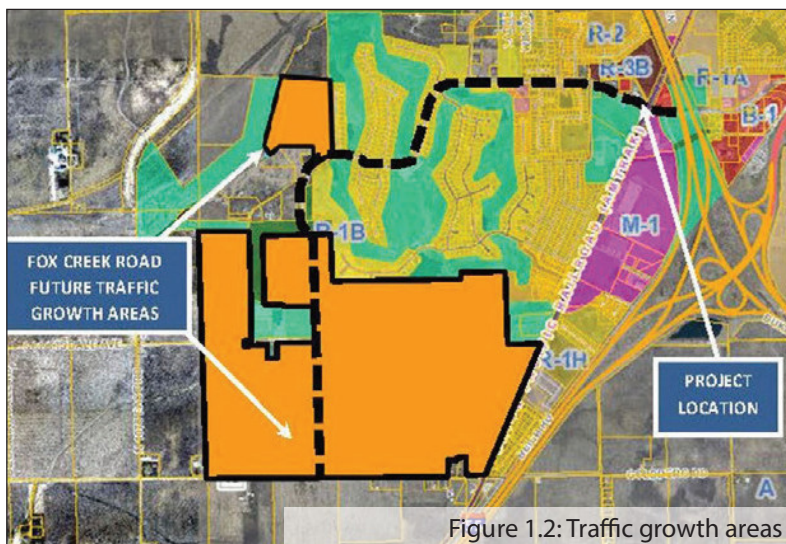


Figure 1.2: Traffic growth areas

The current zoning ordinance defines “low” to “medium” residential as between two and four units per acre (R1A and R1B respectively) and “high density” is six acres per acre (R2). These densities are applicable to lot sizes (after subdivision) and therefore not all 615 acres could be developed. Assuming 30 percent of the available area will be utilized for roadways, easements, detention, open space, etc., the area of “developable” land is approximately 430 acres. The following density mix was used for trip generation purposes:

Land Use	Density	No. of Units
Single Family Residential	45% at 2 units/acre	387
Single Family Residential	45% at 4 units/acre	774
Multi-Family Residential	10% at 6 units/acre	258

Utilizing the Institute of Transportation Engineers' (ITE) Trip Generation, 8th Edition, and assuming an internal capture rate of five percent (5%), future traffic estimates were developed. Traffic was distributed between both Fox Creek Road and Beich Road as some of the future development area will utilize Beich Road since it will provide a more direct route to Fox Creek Road at US-51/I-55/I-74. Existing and future traffic volumes are provided on Exhibit 1 and Exhibit 2 in the Appendix A.

The results of the above traffic forecasts in combination with existing volumes yield a forecasted 2040 two-way Design Hourly Volume (DHV) of approximately 1,670 vehicles on Fox Creek Road between Danbury Drive and Beich Road. Based on capacity analyses and Illinois Department of Transportation (IDOT) Bureau of Local Roads and Streets (BLRS) Manual policy, Fox Creek Road warrants improvement to two through lanes in each direction by the year 2040. In addition, within the design year horizon, traffic signals will be warranted at both locations. Currently the Fox Creek Road/Danbury Drive intersection meets the Peak Hour Warrant (Warrant 3) with reductions for major street speed limit in excess of 40 miles per hour (mph). The Beich Road intersection also currently meets the Peak Hour Warrant based on volumes, however, it should be noted that the majority of the minor street volume is northbound right-turning traffic.

1.3 VALUE PLANNING PROCESS

There are a myriad of potential design solutions to address the purpose and need for this project and meet the required roadway, railroad and environmental policies required for the project. Ensuring that the design solution is the right solution for the City of Bloomington requires a structured process to identify, develop and evaluate potential solutions to ensure that the significant capital investment required for this project will not only meet the project requirements, but also represent a high-value and prudent investment of those funds. To meet this objective, a Value Planning study was conducted as part of this feasibility study.

Value Planning (VP) develops a range of design solutions for a project and then evaluates those alternatives to arrive at a preferred design that meets engineering performance measures, satisfies the project stakeholders and provides the most value for the anticipated cost. One of the primary advantages of a VP study is the efficient vetting of a wide range of solutions that will stand up to the scrutiny of decision makers and the public. VP is based on the same process that has been utilized in the private sector for decades to improve product design and delivery. A multi-disciplinary team works together to:

1. Identify the project's stakeholders and the constraints, needs and desires
2. Distills the project down to basic functions
3. Brainstorms design ideas to accomplish the project functions
4. Assembles ideas into alternatives
5. Evaluates the alternatives based on performance (engineering measures), acceptance (by the stakeholders) and relative cost

Through this process, Benesch explored a wide range of possible solutions for improving Fox Creek Road and the bridge over the UPRR.

1.4 PROJECT STAKEHOLDERS

In order to develop a high-value solution that meets the Purpose and Need, the VP team needs to understand who the stakeholders are and what they expect. Stakeholders are those who determine if the project is a success or a failure. These include Owners, who typically fund all or a portion of the project, Users, who actively use or maintain the project, and Others, who are financially affected by, environmentally concerned about or are otherwise affected by the project. For the Fox Creek Road project, since IDOT, Illinois Commerce Commission (ICC) and railroad funding is involved, there are multiple owners of this project. The VP team brainstormed a list of 40 stakeholders for this project (see Fig. 1.3).

STAKEHOLDERS

The following is a list of Owners, Users and Stakeholders identified by the VE Team.

1. City of Bloomington
2. IDOT Bureau of Local Roads, BDE, BRR
3. Union Pacific Railroad
4. Park District
5. Connect Transit ("K Aqua" bus route)
6. Illinois Commerce Commission
7. Pepper Ridge Elementary School
8. Bellas Landscaping
9. Casey's General Store
10. IBEW Local 97
11. Bloomington Township (municipal building)
12. American Legion
13. Town and Country Kennel Club
14. Fox Hollow residences
15. Pepper Ridge residences
16. Danbury Court residences
17. Cornbelt Energy
18. Comcast
19. Frontier Communications
20. Ameren
21. Cirbn
22. Level 3 Communications
23. MCI
24. Nicor Gas
25. Sprint
26. Bloomington Sanitary and Water
27. Emergency Service providers
28. Passenger Traffic
29. Pedestrians
30. Cyclists (local and regional)
31. Truck Traffic on Fox Creek Road
32. Truck Traffic on Beich Road
33. Local Traffic - Vehicles
34. Local Traffic - Pedestrians
35. Local Traffic - Cyclists
36. US Representative
37. IL Representative
38. Disabled Community
39. County Board
40. Pepper Ridge Park users

Figure 1.3: List of Stakeholders

1.5 CONSTRAINTS, NEEDS AND DESIRES

Each stakeholder's expectations for the project are grouped into constraints, needs and desires. These terms are defined for the VP study as follows:

- Constraints include legal requirements, standards of the owner(s), physical conditions of the site and commitments to stakeholders.
- Needs include expectations that must be fulfilled by the project if constraints are not violated, and limitations or restrictions that are imposed by stakeholders (can be violated).
- Desires include expectations that should be fulfilled if cost is not a factor.

The VP team assembled an initial list of 48 constraints, needs and desires, which is shown below.

LIST OF CONSTRAINTS, NEEDS AND DESIRES

CONSTRAINTS:

1. Accommodate current non-motorized traffic demand
2. Provide 11' lane width
3. One lane in each direction
4. 8% max roadway grade
5. Mitigate impacts to local businesses
6. Mitigate impact to local residents
7. Maintain Pepper Ridge park access
8. Maintain emergency access during construction
9. Maintain access for residents during construction
10. Maintain access for businesses during construction
11. Maintain drainage
12. Match Ex. Fox Creek Road cross-section over I-55/I-74

NEEDS:

13. Accommodate future non-motorized traffic demand
14. Provide grade separated shared use path
15. Maintain access to local businesses
16. Maintain access for local residents
17. Provide 8' Shared use path on N side
18. Three lane section
19. 45 MPH design speed
20. Maintain connectivity to Constitution Trail
21. Minimize impacts to local businesses
22. Minimize impact to local residents
23. Maintain drainage during construction
24. Minimize impacts to park (bleachers, ball fields, lighting)
25. Mitigate impacts to park (bleachers, ball fields, lighting)

DESIRES:

26. Maintain direct access to local businesses
27. Maintain direct access for local residents
28. Provide sidewalk on south side
29. Two lanes in each direction
30. Five lane section
31. 5% max roadway grade
32. Provide connectivity between shared use path and park
33. Minimize utility impacts/relocations
34. Avoid Impacts to local businesses
35. Avoid impacts to local residents
36. Minimize ROW acquisition
37. Provide direct access for residents during construction
38. Provide direct access for businesses during construction
39. Provide aesthetic elements
40. Avoid impacts to park (bleachers, ball fields, lighting)

1.6 FUNCTION LOGIC DIAGRAM

Function analysis, a keystone of value planning/value engineering, defines a project or product by the basic, discrete functions it performs rather than its components. On roadway projects, emphasis typically is placed on quantities and unit costs rather than defining the cost of those elements of the project that accomplish the project's purpose (function). This can lead to inefficient designs and unnecessary impacts. In function analysis, the answer to the question, "What does it do?" defines the functions of the project. This enables the team to focus on what the project does. When defining the functions of the project, each function is a required action described by an active verb and a descriptive noun. For example, one function of the project is "*Protect Traffic*", since this is an important part of a successful and dependable roadway and bridge project. Following this process, the overall function of a project is assembled into a Function Logic diagram. The Function Logic Diagram for the Fox Creek Road project identifies the Project Task as "*Improve Traffic Flow*" where traffic is defined as both vehicular and pedestrian/bicycle. The Basic Function is then "*Satisfy Road Capacity*" and "*Satisfy Non-Motorized Traffic*." All other functions (and costs) are attributable to supporting this function or other functions that are part of the basic function. For example, satisfying the railroad's requirements is not part of the Basic Function, but are necessary to satisfy that particular stakeholder. The costs associated with meeting railroad requirements are needed, but above the basic function of the project. The Function Logic diagram for the project is shown on the next page as Fig. 1.4.

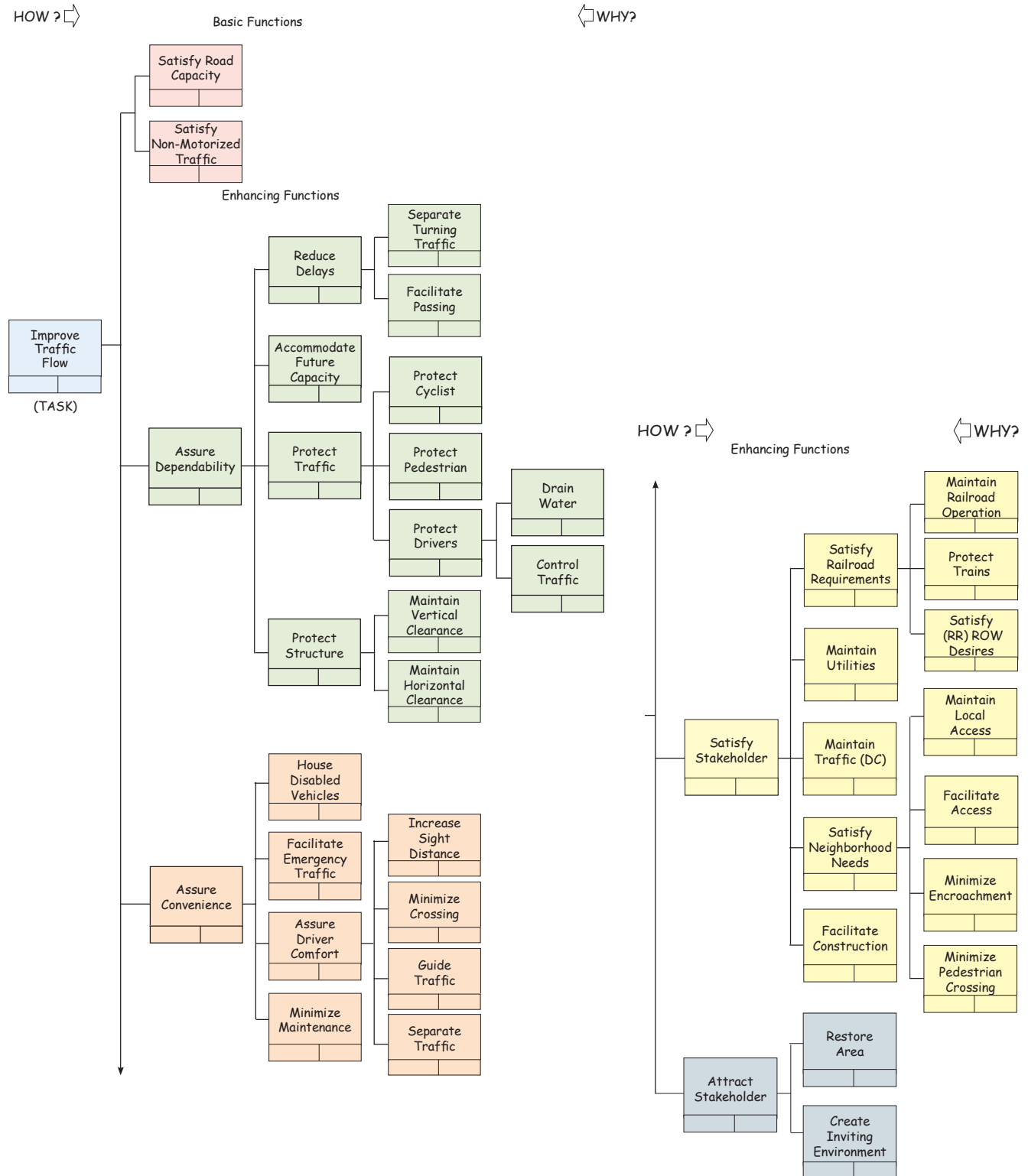


Figure 1.4: Project Function Logic Diagram

2 ALTERNATIVES DEVELOPED

2.1 SPECULATION AND IDEA SCREENING

Armed with a thorough understanding of the project stakeholders, their expectations, and what the project must accomplish, the VP team brainstormed ideas for how to fulfill the project functions. During the idea session, a wide range of concepts were explored, focusing on individual elements of the project (such as a pedestrian/bicyclist facility's potential size/location) as well as elements that affect the project on a larger scale (such as the alignment of Fox Creek Road and where it crosses the UPRR). To keep the creativity flowing, no ideas were rejected at this time in the process, and the team assembled a list of 79 ideas.

When the team felt that they had captured enough ideas to accurately represent the full range of possible solutions, they evaluated the ideas. They rejected some because they were unreasonable, too costly, or it was apparent that another idea was superior. The remaining “accepted” ideas became the building blocks for a set of design alternatives.

2.2 ALTERNATIVES

Next, the team mixed and matched ideas to build alternatives. Each alternative meets the purpose and need of the project without violating the constraints. Five alternatives were developed; each is detailed in the following section of the report. A brief description of each alternative follows:

Alternative 1:	Minimum build-out.
Alternative 2:	Maximum reasonable build-out, providing as many desirable features as possible.
Alternative 3:	Provide shoulder on south side of Fox Creek Road. Keep the shoulder across the bridge, so that a five-lane section can be accommodated in the future.
Alternative 4:	Same as Alt. 2, but with a separated shared-use path bridge and a minimum shared-use path width.
Alternative 5:	Maintain the existing bridge for two eastbound lanes and build new bridge for two westbound lanes and a shared-use path.

Some design elements are common to all alternatives. For example, there is no need to alter or vary the roadway profile since there is sufficient clearance over the UPRR to accommodate a new bridge (with structure depth as needed).

A number of brainstormed ideas concerned the bridge over the UPRR and address the type of bridge, span length, etc. The alternatives presented below do not vary the bridge type. Each alternative could be paired with different bridge options. Bridge design options are discussed after the alternatives.

Alternative 1

This alternative represents the minimum facility that meets the primary function of the project, conveying all users of the right-of-way with sufficient capacity.

Key Points

- 4 lane roadway section
- 4 lane section held through bridge
- Ped/bike facilities only on north side
- Slight centerline shift to north
- Curb & gutter on north side
- Shoulder on south side

See Exhibit 3 in the Appendix A for a plan view of Alternative 1

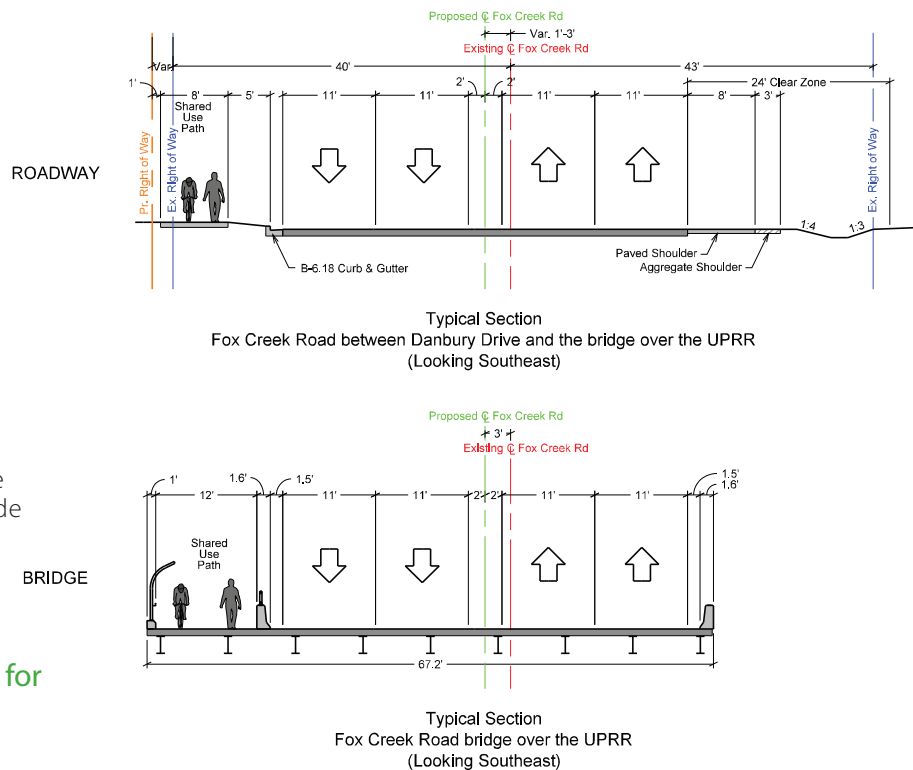


Figure 2.1: Alternative 1 typical sections

Vehicle Accommodations (highway capacity)

The proposed alignment of Fox Creek Road approximately matches the existing. The horizontal curves at Danbury Drive and Beich Road are softened to eliminate the need for superelevation, per current IDOT policy values. At the bridge, there is a three-foot centerline shift to the north to facilitate the maintenance of traffic on the existing and proposed bridges during construction.

Two lanes in each direction are proposed to meet future traffic demand. A 4' painted median separates the directional traffic, meeting IDOT policy. A shoulder and an adjacent ditch are proposed on the south side of Fox Creek Road. Curb and gutter (and associated drainage facilities) are proposed on the north side of Fox Creek Road, minimizing the right-of-way acquisition from adjacent properties.

At its intersection with Danbury Drive, Fox Creek Road widens to a five-lane section, providing eastbound/westbound left-turn lanes. The south leg of the intersection is reconstructed to provide a designated right-turn lane and a through/left-turn lane, improving traffic operations and meeting the forecasted traffic demand.

At its intersection with Beich Road, two lanes in each direction are provided on Fox Creek Road. The inside lane for the eastbound and westbound directions operates as a through/left lane.

Pedestrian/bicyclist Accommodations (Ped/bike capacity)

An 8' shared-use path is proposed on the north side of Fox Creek Road. This is the minimum allowed width for a shared pedestrian/bicyclist path, and comfortably accommodates up to 100 users in the peak hour per IDOT policy. This proposed facility connects to the existing shared-use paths on the north side of Fox Creek Road at the east and west project limits. Pepper Ridge Park users wishing to use the shared-use path would cross Fox Creek Road at Danbury Drive.

Figure 2.1 illustrates the Alternative 1 typical sections.

Constructability

No detour is required. The proposed centerline alignment shift to the north allows bridge construction to take place in two stages (as opposed to three, if the proposed centerline matched existing). In the first stage, traffic remains on the existing bridge while a portion of the proposed bridge is constructed on the north side. In the second stage, traffic is shifted to the newly constructed portion of the bridge (which will include temporary barrier walls), the existing bridge is removed, and the remainder of the proposed bridge is constructed. Pavement construction will be staged as needed to maintain traffic flow in the configuration required for bridge construction.

Figure 2.2 demonstrates the two-stage bridge construction and maintenance of traffic.

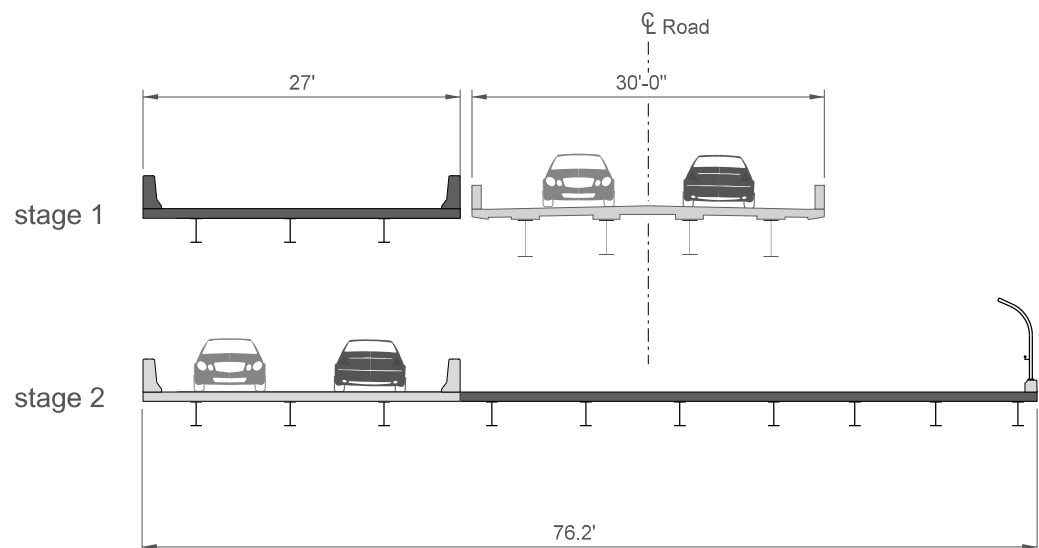


Figure 2.2: Two-stage bridge construction and maintenance of traffic.

Alternative 2

This alternative represents “full build” scenario.

Key Points

- 5 lane roadway section
- 5 lane section held through bridge
- Ped/bike facilities on both sides
- Match existing centerline
- Curb & gutter on both sides

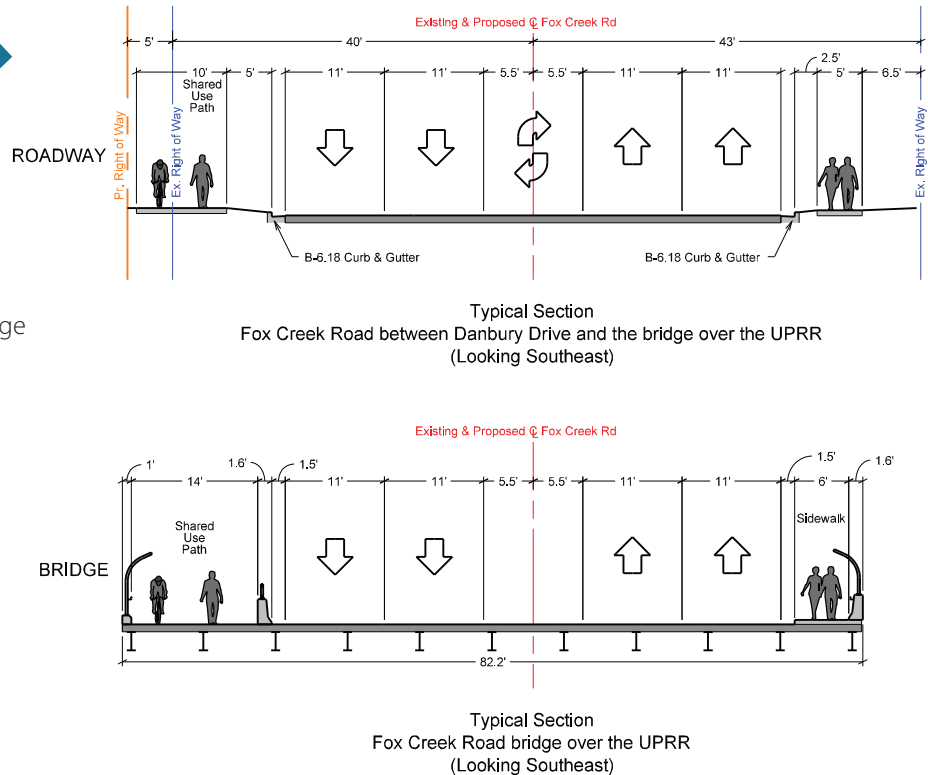


Figure 2.3: Alternative 2 typical sections

Vehicle Accommodations (highway capacity)

The proposed midblock centerline alignment of Fox Creek Road matches the existing centerline. The horizontal curves at Danbury Drive and Beich Road are softened to eliminate the need for superelevation, per current IDOT policy values.

Proposed Fox Creek Road consist of a five-lane section: two lanes in each direction with a center turn lane, facilitating mid-block left-turns.

The five-lane section is held through the intersection with Danbury Drive to the west, providing eastbound/westbound left-turn lanes at the intersection. The south leg of the intersection is reconstructed to provide a designated right-turn lane and a through/left-turn lane, improving traffic operations and meeting the forecasted traffic demand.

At its intersection with Beich Road, two lanes in each direction are provided on Fox Creek Road. The inside lane for the eastbound and westbound directions operates as a through/left lane. However, the edge-of-pavement geometry is set to tie into a future five-lane interstate bridge, at which time the eastbound and westbound intersection approaches will consist of two through-lanes and a left-turn lane (full five-lane section).

Pedestrian/bicyclist Accommodations (Ped/bike capacity)

A 10' shared-use path is provided on the north side of Fox Creek Road. Per IDOT policy, this facility can comfortably accommodate up to 300 users per hour.

A 5' sidewalk is provided on the south side of Fox Creek Road, and is carried across the bridge as a 6' sidewalk adjacent to the back of curb. This provides a convenient facility for park users and eliminates the need for eastbound pedestrians to backtrack to the Danbury Drive intersection before crossing the bridge.

Figure 2.3 illustrates the Alternative 2 typical sections.

Constructability

No detour is required. The proposed bridge width allows construction to take place in two stages, similar to Alternative 1. Pavement construction will be staged as needed to maintain traffic flow in the configuration required for bridge construction.

See the Technical Memorandum dated January 8, 2015 in Appendix B for additional information.



Figure 2.4: Alternative 2 rendering, looking southeast at the proposed bridge

Alternative 3

This alternative represents a “middle” build-out scenario, combining a shifted centerline and a shoulder to accommodate a future five-lane section across the bridge, but providing only a minimal-width shared-use path for pedestrian/bicyclist accommodation.

Key Points

- 5 lane roadway section
- 4 lane bridge section (min. median on bridge, but with shoulder)
- Ped/bike facilities only on north side
- 6.5' centerline shift to north
- Shoulder on south side
- Curb & gutter on north side

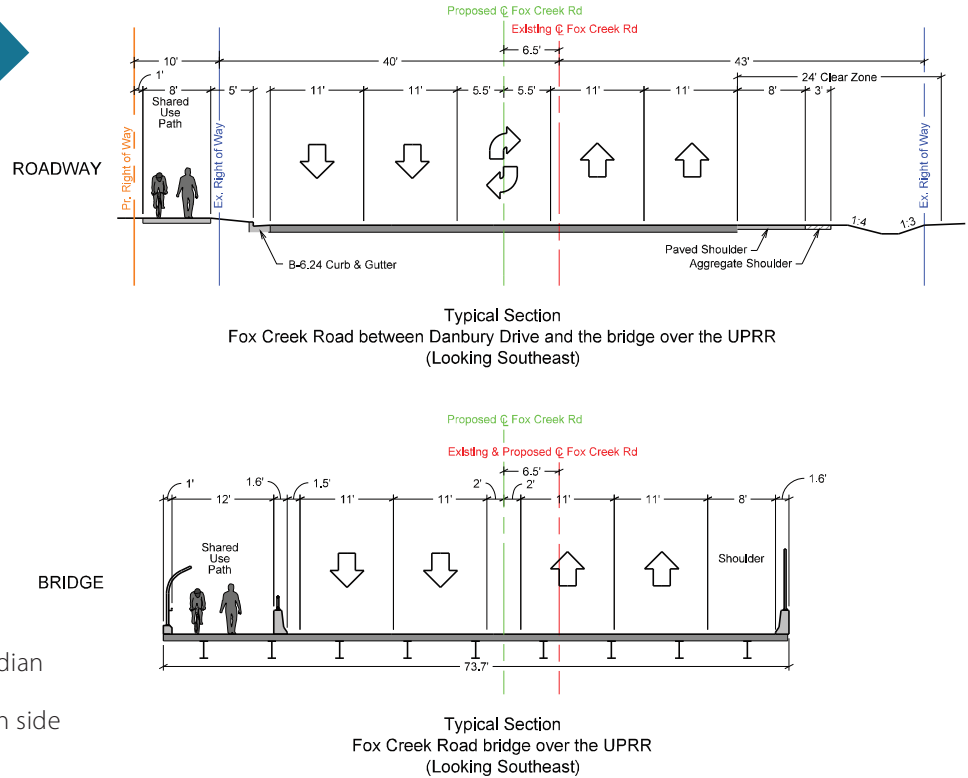


Figure 2.5: Alternative 3 typical sections

Vehicle Accommodations (highway capacity)

The proposed midblock centerline alignment of Fox Creek Road is shifted 6.5' north of the existing centerline. The horizontal curves at Danbury Drive and Beich Road are softened to eliminate the need for superelevation.

Midblock, Fox Creek Road is a five-lane section: two lanes in each direction with a center turn lane. The center turn lane is tapered down to a 4' painted median as it crosses the bridge.

A shoulder is proposed on the south side of Fox Creek Road. The shoulder is held across the bridge, and the bridge is designed to match the existing four-lane section at the east project limit, and also accommodate a future five-lane build-out of the interstate bridge without any additional (railroad) bridge modifications. The future build-out would require some roadway reconstruction between the two bridges and northwest of the railroad bridge.

The five-lane section is held through the intersection with Danbury Drive to the west, providing left-turn lanes at the intersection. The south leg of this intersection is expanded to accommodate a through/left lane and a right-turn lane.

At its intersection with Beich Road, two lanes in each direction are provided on Fox Creek Road. The inside lane for the eastbound and westbound direction operates as a through/left lane.

Pedestrian/bicyclist Accommodations (Ped/bike capacity)

An 8' shared-use path is proposed on the north side of Fox Creek Road, connecting to the existing path at the east and west project limits. The proposed shoulder on the south side of Fox Creek Road offers a paved space outside of the travel lanes for pedestrians/bicyclists who choose to stay on the south side of Fox Creek Road.

Figure 2.5 illustrates the Alternative 3 typical sections.

Constructability

No detour is required. The proposed bridge width allows construction to take place in two stages, similar to Alternative 1. Pavement construction will be staged as needed to maintain traffic flow in the configuration required for bridge construction.

Alternative 4

This alternative is the same as Alternative 2 except that there is a separate shared-use path bridge from the roadway bridge over the railroad. Using a pre-fabricated pedestrian/bicyclist bridge offers a potential cost savings over a single combined roadway/path bridge. The gap between bridges is provided for maintenance and inspection.

Key Points

- 5 lane roadway section
- 5 lane section held through bridge
- Separate shared-use path bridge that can be constructed first
- Ped/bike facilities on both sides
- Match existing centerline
- Curb & gutter on both sides

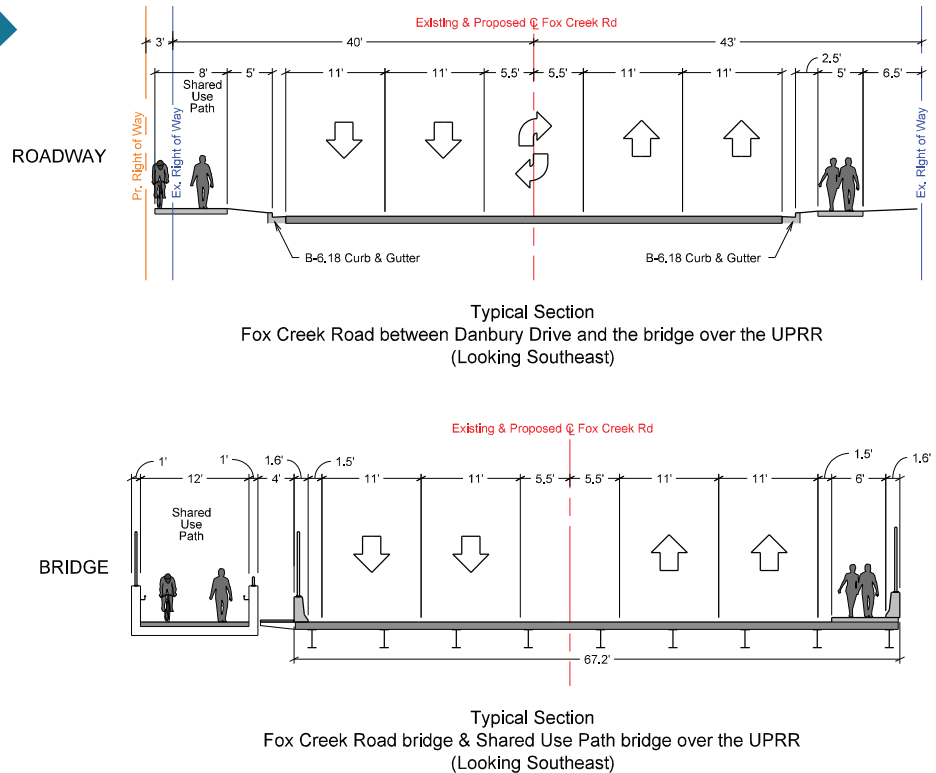


Figure 2.6.: Alternative 4 typical sections

Vehicle Accommodations (highway capacity)

The proposed roadway geometry is identical to Alternative 2.

Pedestrian/bicyclist Accommodations (Ped/bike capacity)

The proposed pedestrian/bicyclist accommodations are the same as Alternative 2, except that the shared-use path is 8'-wide instead of 10'. An advantage of Alternative 4 is the potential to construct the pedestrian/bike bridge now, providing an immediate benefit prior to full funding of the project. A disadvantage to this layout would be the need for a horizontal barrier between the vehicle bridge and the pedestrian bridge to protect the rail traffic below. This barrier would require additional maintenance compared to Alternative 2.

Figure 2.6 illustrates the Alternative 4 typical sections.

Constructability

A detour is required. The proposed roadway bridge is centered with the existing bridge, and is wider by 18.6' on each side. This 18.6' is not sufficient to accommodate two lanes during construction. Detoured traffic would cross the UPRR via the at-grade crossing on 6 Points Road (County Road 1200 N) or

via the grade separation on County Road 32 (1000 N). 6 Points Road offers the nearest grade separation to cross US-51/I-55/I-74.

If a detour is determined to be unacceptable, the proposed alignment of Fox Creek Road could be adjusted to provide a centerline shift to the north of 9.4', which would allow two-stage maintenance of traffic on the existing and proposed bridge. This shift reduces the potential for re-using the existing pavement, and there are additional impacts to properties north of Fox Creek Road.

See the Technical Memorandum dated January 8, 2015 in Appendix B for additional information.



Figure 2.7.: Alternative 4 rendering, looking southeast at the proposed bridge

Alternative 5

This alternative attempts to minimize bridge construction cost by continuing to use the existing bridge for the eastbound lanes and building a new two-lane bridge for the westbound lanes.

Key Points

- 5 lane roadway section
- Maintain existing bridge for EB lanes
- Construct new bridge for WB lanes and SUP
- Ped/bike facilities on both sides
- Postpones future cost to replace existing bridge
- Centerline shifted north
- Curb & gutter on both sides

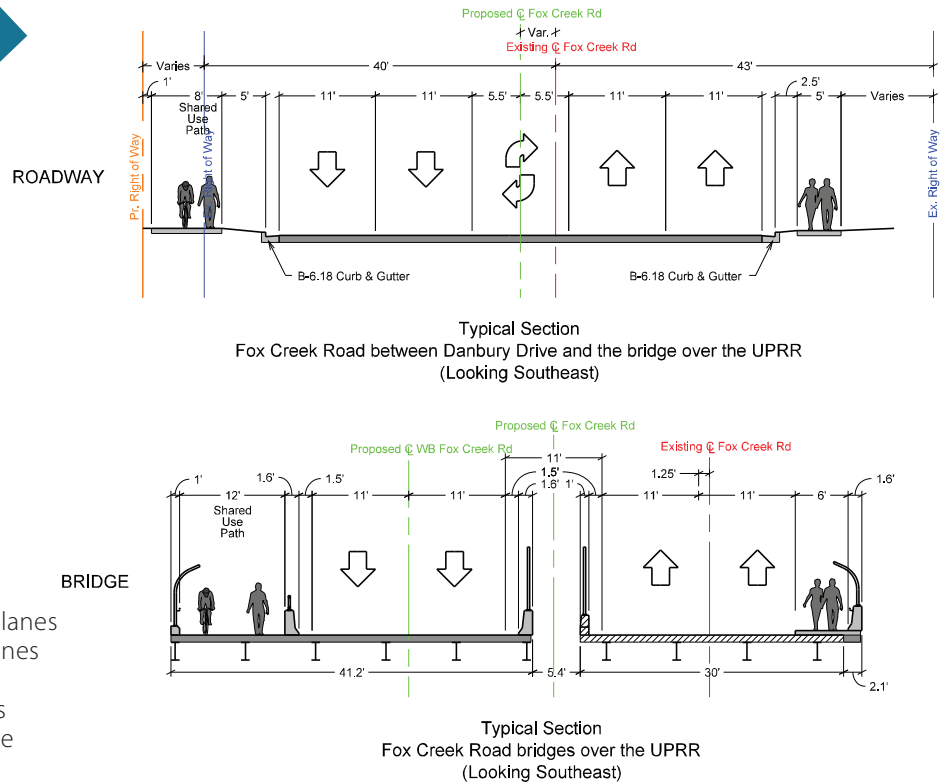


Figure 2.8.: Alternative 5 typical sections

Vehicle Accommodations (highway capacity)

The proposed midblock centerline alignment of Fox Creek Road is skewed from the existing centerline alignment, shifting the roadway to the north. The roadway reaches its farthest offset at the bridge over the UPRR, where the existing bridge is used for the two proposed eastbound lanes and a new bridge is constructed for the two westbound lanes. The gap between the two bridges is protected by guardrail and impact attenuators. The existing bridge deck would be repaired/rehabilitated as necessary.

The horizontal curves at Danbury Drive and Beich Road are softened to eliminate the need for superelevation, per current IDOT policy values.

Fox Creek Road consist of a five-lane section: two lanes in each direction with a center turn lane, facilitating mid-block left-turns.

The five-lane section is held through the intersection with Danbury Drive to the west, providing eastbound/westbound left-turn lanes at the intersection. The south leg of this intersection is reconstructed to provide a through/left lane and a right-turn lane.

At its intersection with Beich Road, two lanes in each direction are provided on Fox Creek Road. The inside lane for the eastbound and westbound direction operates as a through/left lane. However, the edge-of-pavement geometry is set to tie into a future five-lane interstate bridge, at which time the westbound intersection approach will consist of two through-lanes and a left-turn lane (full five-lane section).

Pedestrian/bicyclist Accommodations (Ped/bike capacity)

An 8' shared-use path is provided on the north side of Fox Creek Road. Per IDOT policy, this facility can comfortably accommodate up to 100 users per hour.

A 5' sidewalk is provided on the south side of Fox Creek Road. The existing bridge may be modified to accommodate a 6' sidewalk adjacent to the back of curb. This provides a convenient facility for park users and eliminates the need for eastbound pedestrians to backtrack to the Danbury Drive intersection before crossing the bridge.

Figure 2.8 illustrates the Alternative 5 typical sections.

Constructability

No detour is required. This alternative provides an advantage over the others in constructability, since existing traffic can be maintained on the existing bridge throughout the full construction of the proposed bridge.

Existing Bridge Discussion

The existing bridge appears to be in good shape and with proper maintenance it can likely be in service for the next 20 years. The existing bridge width is 30'-0". With a new proposed sidewalk, the total required width is 32.1'. The existing bridge can be utilized for one-way eastbound traffic and a new bridge will be built for the westbound traffic and a shared-use path. There are various options to use part of or all of the existing bridge, which are discussed in the following table.

	Option	Response	Reason
1.	Extend the deck by 2.1' at the south end of the bridge.	Requires further investigation	The cantilever length will be increased from 3' to 5.1'. The cantilever length would require special approval from the IDOT bridge office.
2.	Extend the deck by 1.05' on either side.	Requires further investigation	The cantilever length will be increased from 3' to 4.05' on either side. The cantilever length is large and would require special approval from the IDOT bridge office.
3.	Replace Superstructure	Reject	In all three options, the railroad may object to the existing 63.1' for the old bridge and 70' for the new bridge. In addition the cost difference may not justify this option.
4.	Omit the proposed sidewalk. Use existing bridge as is	Accept	Railroad cannot object since there is no construction of existing bridge.

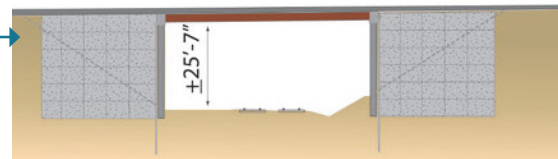
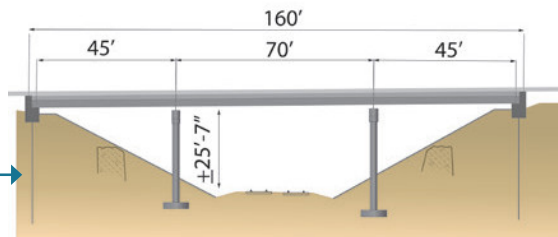
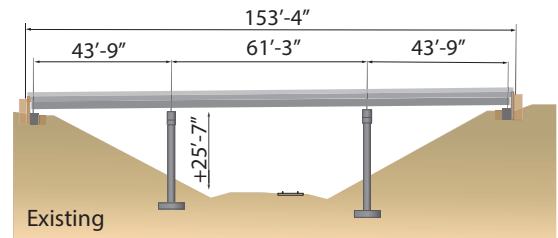
Bridge Alternatives

As mentioned previously, the proposed bridge span arrangements are independent of the alternatives. Possible span arrangements discussed in this section. The existing bridge is a three-span 43'-9"/61'-3"/43'-9" structure. The total length is 153'-4" measured between backs of abutments. Currently, one UPRR (high speed) track passes beneath Fox Creek Road. The existing vertical clearance is 24'-11". The ICC requires a design minimum clearance of 23'-6".

Based on current UPRR standards, a minimum of 25' must be provided from the track centerline to the nearest pier/abutment/crash wall, and a minimum of 20' must be provided between adjacent tracks (measured between track centerlines). The existing bridge can accommodate one track but not two under these criteria. Based on UPRR requirements, the proposed bridge needs to accommodate two tracks, which requires a minimum span length of 70'.

For the proposed bridge, three options were developed:

1. Three span 45'/70'/45'
2. Single Span 160'
3. Single Span 80'



The cost of a 160' single-span adds a premium of \$200,000 more than the three-span arrangement. The existing three-span bridge structures "span" the existing UPRR right-of-way (ROW). While it represents an ideal case for the UPRR, spanning the entire UPRR ROW is very costly and adds approximately \$1,000,000 to the cost of the project. Even with provisions for a second track and service road, an 80-foot single span structure meets minimum required UPRR clearances. While an 80-ft span structure results in the abutments and embankment (retained with MSE walls) located within the UPRR ROW, the railroad is in a deep "cut" section and it is unlikely that the UPRR would use this area in the future. Benesch recommends that the City of Bloomington initiate discussions with both the ICC and UPRR based on an 80 ft. span bridge to reduce project costs.

The 160' single span option would require raising the profile of Fox Creek Road by approximately 3' to meet the minimum vertical clearance over the railroad. The other span options do not require any adjustment to the profile.



Example of a similar-looking bridge
Source: Precast Solutions Article, Sprint 2011 Issue

This span arrangement discussion is applicable to all five alternatives. However, for Alternative 5, the existing bridge would remain in addition to the new bridge. As noted above, the existing bridge span cannot accommodate two tracks under current railroad design clearance criteria.

2.3 COST

The team prepared preliminary cost estimates for each alternative. Costs are provided for two bridge span arrangements: a three-span bridge 160' long and a single span bridge 80' long. For roadway construction, it was assumed that the entire roadway would be reconstructed. In the final project design, portions of Fox Creek Road may be widened and resurfaced, which would reduce cost.

COST SUMMARY

Alternative	Width	3 Span 160' Long		Single Span (80')	
		Comparative Cost	Cost Per SQ FT	Comparative Cost	Cost Per SQ FT
Bridge					
1	67.16	\$2,407,310	\$224.03	\$1,583,026	\$294.64
2	82.16	\$2,846,215	\$216.51	\$1,768,373	\$269.04
3	73.66	\$2,638,711	\$223.89	\$1,649,363	\$279.89
4	67.16	\$2,457,310	\$228.68	\$1,555,026	\$289.43
5	41.16	\$1,313,954	\$199.52	\$895,075	\$271.83
Roadway					
1		\$3,177,000		\$3,177,000	
2		\$3,273,000		\$3,273,000	
3		\$3,185,000		\$3,185,000	
4		\$3,486,000		\$3,486,000	
5		\$3,190,000		\$3,190,000	
Total					
1		\$6,702,000		\$5,713,000	
2		\$7,344,000		\$6,050,000	
3		\$6,989,000		\$5,802,000	
4		\$7,132,000		\$6,050,000	
5		\$5,405,000		\$4,903,000	

Note: total includes 20% contingency

Alternative 5 is the least-cost alternative, since bridge construction is significantly reduced by re-using the existing bridge. Alternative 2 is the highest-cost alternative, since it provides all the desirable design features (i.e., it is the “maximum reasonable build” alternative). The total cost difference between the least and the most costly alternatives is approximately \$1.7 million for the three-span bridge option and \$1.1 million for the single span bridge option.

3 EVALUATION OF ALTERNATIVES

3.1 PERFORMANCE, ACCEPTANCE AND COST

After developing a set of alternatives that span the range of possible solutions, the team ranked and rated the alternatives.

In this process, each alternative is compared against the others in three categories: “performance” criteria, “acceptance” criteria and cost. These measurement categories answer the questions, “Will it work?”, “Will it be acceptable?” and “Is it affordable?” Successful implementation of a project requires achieving a balance of performance, acceptance and cost.

Performance criteria measure how well an alternative meets the functions of the project. They are measurable. An example of a performance criterion is the roadway capacity of each alternative. In the performance category, the team evaluated each alternative based on the following measures:

1. *Highway capacity* – how well are vehicles conveyed through the project area?
2. *Pedestrian/bike capacity* – how well are pedestrians and bicyclists conveyed through the project area?
3. *Vehicular access* – how easy is it for vehicles to access their destination within the project area?
4. *Driver comfort* – does the driver experience a sense of wellbeing through the project, based on widths, potential hazards and sight distance?
5. *Railroad capacity* – how well does the alternative accommodate UPRR’s needs for future expansion?

Acceptance criteria indicate how well it will be perceived as a good or bad alternative to the stakeholders. These are subjective and consider the stakeholders’ perception or feelings. An example of an acceptance criterion is “local user acceptance”, which assesses how the local users will react to each alternative. In the acceptance category, team evaluated each alternative based on the following performance measures:

1. *Constructability* – how easily can the alternative be constructed?
2. *Impact to properties* – does the alternative negatively impact adjacent properties through right-of-way acquisition, grading or other alterations?

3. *Local user acceptance* – how will the local users (adjacent residents and businesses feel about the alternative?
4. *Railroad acceptance* – will the UPRR and ICC accept the proposed design?
5. *Maintenance* – how easily can the proposed design be maintained?

The third comparative measure is cost. The team used the preliminary cost estimates for each alternative (presented in Section 2.3), plotting them on a graph and assigning rankings through straight-line interpolation.

An alternative demonstrates value when it can reliably perform all the needed functions, is acceptable to the stakeholders and comes at a reasonable cost.

3.2 RANKING AND RATING

It is important to note that assigning values to the criteria is often subjective. It is conducted as a team activity to incorporate different points of view, reaching a consensus on ranking values to create a fair and reasonable evaluation. The end goal is to use the ratings of each alternative for performance, acceptance and cost to point to the highest value alternative.

Performance

Since one performance criterion may be more important to the success of the project than another, the team assigned weights (values between 1 and 10) to the performance criteria. Next, they ranked the existing condition and each alternative (from 1 to 5) based on each criterion. The results are shown in the following table:

Performance Rating														
Excellent = 5 Very Good = 4 Good = 3 Acceptable = 2 Poor = 1 Unacceptable = 0		Weight of Importance	Existing Condition		Min Build Alt. 1		Max Build Alt. 2		Middle Build Alt. 3		Separate Ped/Bike Bridge Alt. 4		Re-use Existing Bridge Alt. 5	
			Rating	Weighted Rating	Rating	Weighted Rating	Rating	Weighted Rating	Rating	Weighted Rating	Rating	Weighted Rating	Rating	Weighted Rating
Criteria		(1-10)	(1-5)		(1-5)		(1-5)		(1-5)		(1-5)		(1-5)	
1	Highway Capacity	10	1.0	10.0	3.0	30.0	5.0	50.0	5.0	50.0	5.0	50.0	5.0	50.0
2	Pedestrian/SUP Capacity	9	0.0	0.0	3.0	27.0	5.0	45.0	4.0	36.0	5.0	45.0	4.0	36.0
3	Vehicular Access	6	1.0	6.0	2.0	12.0	5.0	30.0	4.0	24.0	5.0	30.0	4.0	24.0
4	Driver Comfort	7	1.0	7.0	3.0	21.0	5.0	35.0	3.0	21.0	5.0	35.0	4.0	28.0
5	RR Capacity	6	2.0	12.0	5.0	30.0	5.0	30.0	5.0	30.0	5.0	30.0	2.0	12.0
Total Weighted Rating		38		35		120		190		161		190		150
Average Weighted Rating			0.92		3.16		5.00		4.24		5.00		3.95	

The existing condition received the lowest average weighted rating, while Alternatives 2 (maximum reasonable reconstruction) and four (4 lanes + shoulder on bridge) received the highest. This results aligns with the expectations, since the existing condition does not meet the functions that the project proposes to achieve, while Alternatives 2 and 4 are excellent solutions for achieving the desired functions.

Acceptance

The team assigned weights of importance to the acceptance criteria, and ranked the alternatives based on each criterion. The results are shown in the following table:

Acceptance Rating														
Excellent = 5 Very Good = 4 Good = 3 Acceptable = 2 Poor = 1 Unacceptable = 0		Weight of Importance	Existing Condition		Min Build Alt. 1		Max Build Alt. 2		Middle Build Alt. 3		Separate Ped/Bike Bridge Alt. 4		Re-use Existing Bridge Alt. 5	
			Rating	Weighted Rating	Rating	Weighted Rating	Rating	Weighted Rating	Rating	Weighted Rating	Rating	Weighted Rating	Rating	Weighted Rating
Criteria		(1-10)	(1-5)		(1-5)		(1-5)		(1-5)		(1-5)		(1-5)	
1	Constructability	8	5.0	40.0	3.0	24.0	3.0	24.0	3.0	24.0	4.0	32.0	4.0	32.0
2	Impact to Properties	9	5.0	45.0	4.0	36.0	3.0	27.0	2.0	18.0	3.0	27.0	2.0	18.0
3	Local User Acceptance	10	1.0	10.0	2.0	20.0	4.0	40.0	3.0	30.0	2.5	25.0	2.0	20.0
4	RR Acceptance	6	1.0	6.0	3.0	18.0	3.0	18.0	3.0	18.0	3.0	18.0	1.0	6.0
5	Maintenance	7	2.0	14.0	3.0	21.0	3.0	21.0	3.0	21.0	2.5	17.5	2.0	14.0
Total Weighted Rating		40		115.0		119.0		130.0		111.0		119.5		90.0
Average Weighted Rating			2.88		2.98		3.25		2.78		2.99		2.25	

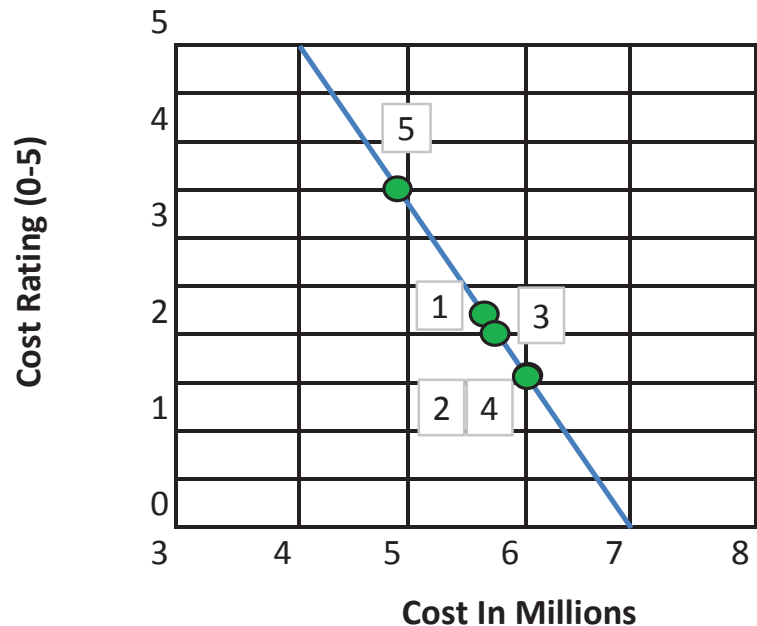
Alternative 5 (maintain existing bridge + build new) received the lowest average weighted rating in acceptance. While being very “constructable”, it is rated low in the other categories due to the following factors: it has a greater impact to properties (i.e., right-of-way acquisition and grading); it requires median guardrail and impact attenuators; it does not provide the railroad with sufficient horizontal clearance for two tracks; and, by continuing to use the existing bridge, it will require more maintenance than the other alternatives.

On the other end of the spectrum, Alternative 2 rated the highest due to the following factors: the proposed bridge is wide enough to accommodate two-stage construction; the impact to adjacent properties is average (compared to other alternatives); the wide shared-use path promotes pedestrian and bicyclist comfort; the proposed bridge can meet the railroad requirements; and maintenance will be an improvement over the existing condition and Alternative 5.

It is notable that Alternative 4 (4 lanes + shoulder on bridge) was rated almost as high as Alternative 2. This is due to the following factors: it is easy to construct, since traffic would be detoured; the required right-of-way acquisition is average (compared to other alternatives); for local user acceptance, the separated shared-use path bridge creates a higher level of pedestrian and bicyclist comfort, but this is offset by the need to detour traffic; the proposed bridge can meet the railroad requirements; and maintenance will be an improvement over the existing condition and Alternative 5.

COST

The team plotted the preliminary costs associated with each alternative on a straight-line graph. A cost of \$1 million was assigned the highest ("excellent") rating, while a cost of \$7 million was assigned the lowest ("unacceptable") rating. The existing condition is assigned a rating of 5, since there is no construction cost associated with it. The cost rating graph is shown below:



Ratings Summary

The following table summarizes the ratings results for performance, acceptance and cost. First, the average weighted rating is summarized for each of the three measures. Next, the average value of the performance, acceptance and cost (P, A and C) ratings is reported for each alternative, assuming the importance of P, A and C are equal. This equality is indicated by the “1, 1, 1” shown below “P, A, C”. Finally, a sensitivity analysis is calculated by weighting either P, A or C by a value of two. For example, providing weights of “2, 1, 1” for P, A and C respectively, this answers the question, “what if performance is twice as important as acceptance and cost?”

Rating Summary									
				Existing Condition	Alternative 1	Alternative 2	Alternative 3	Alternative 4	Alternative 5
Ratings	Performance - P			0.9	3.2	5.0	4.2	5.0	3.9
	Acceptance - A			2.9	3.0	3.3	2.8	3.0	2.3
	Cost - C			5.0	2.2	1.6	2.0	1.6	3.5
	P	A	C						
Value Indicator	1	1	1	2.9	2.8	3.3	3.0	3.2	3.2
	2	1	1	2.4	2.9	3.7	3.3	3.6	3.4
	1	2	1	2.9	2.8	3.3	2.9	3.1	3.0
	1	1	2	3.4	2.6	2.9	2.8	2.8	3.3

The final results indicate that Alternative 2 receives the highest overall rating if performance, acceptance and cost are weighted equally. Alternative 4 ranks very close behind Alternative 2.

3.4 PUBLIC INVOLVEMENT

The project team held a public meeting on March 11, 2015, to present and discuss the design alternatives. The meeting consisted of a presentation, a brief question and answer session and one-on-one discussion. The presentation included an overview of the five design alternatives analyzed. Alternatives 1, 3 and 5 were dismissed, citing the primary factors contributing to their low Value Planning evaluation of alternatives. Alternatives 2 and 4 were presented on board for further review and discussion after the presentation.

Thirty-five attendees signed in. Thirteen comments were received: 11 written at the meeting and two received via email

subsequent to the meeting. The comments are included in the Appendix, and are summarized as follows:

- One comment (8%) indicates support of Alternative 2 over Alternative 4.
- Seven comments (54%) indicate support of Alternative 4 over Alternative 2.
- Five comments (38%) do not indicate a preference of either alternative, but provide concerns and opinions related to the project area as a whole. One of these comments does not support the alternatives presented and suggests reevaluating the design, noting that alleviating the geometric bottleneck will promote high speeds through the corridor.
- Six comments (46%) request that the speed limit be decreased along Fox Creek Road.

Based on the comments received and the discussions held with the project team at the public meeting, the large majority of public input was in favor of the project and in support of at least one of the design alternatives presented.

4 RECOMMENDATION

The Fox Creek Road Value Planning Design Study process utilizes value engineering principles and concepts to evaluate and rank five project alternatives and two structure-type alternatives. Value engineering is a creative process that the private sector has utilized for decades to improve and meet customer needs. The federal government requires value engineering studies on all large-scale/ large investment public infrastructure projects. Benesch evaluated each alternative utilizing their Value Planning methodology that looks at a project in terms of Performance (quantifiable and measurable aspects), Acceptance (stakeholders and public sentiment) and Cost. A successful project is a balance of all three of these measures.

A combined index of all three measures (performance, acceptance and cost) identifies alternative 2 and 4 as ranking so close that they are effectively the same. Alternative 5 ranks closely behind 2 and 4. However, due to life cycle cost concerns and the introduction of a guardrail/ bridge end attenuator in the center, Alternative 5 is not being recommended for implementation. Alternatives 1 and 3 received the lowest rankings and are not recommended for implementation.

The project team held a public meeting on March 11, 2015, to present the five alternatives and to gain public input on Alternatives 2 and 4. Roughly half (7 out of the 13) of the comments generated from the public meeting indicate a preference of Alternative 4 over Alternative 2, while the rest (6 out of the 13) indicate a preference for Alternative 2 or no preference at all. The written comments received indicate that no residents prefer closing the road for a detour.

Alternatives 2 (full build) and 4 (separate pedestrian/bike bridge) rank very similarly for performance and acceptance and are very close in cost. The potential for additional construction cost and/or driver delay associated with Alternative 4, as outline in the memorandum presented in Appendix B, make that alternative less desirable. Alternative 4 would also require increased maintenance due to the horizontal barrier between the roadway and the pedestrian bridge. Alternative 2 can avoid an undesirable detour or single-lane traffic operation (with temporary signals) as compared to Alternative 4. Although the comments received from the public do not indicate a clear choice of one alternative or the other, the issues stated above make Alternative 2 the reasonable choice.

For the roadway structure over the UPRR it is recommend that an 80 foot span design be advanced with the UPRR and Illinois Commerce Commission (ICC). It performs equally as the three span bridge and is substantially less in cost (\$1,000,000 less). A three-span bridge should only be considered if it is imposed by the UPRR and ICC as a requirement for approval.

The following is a preliminary estimated project schedule. Railroad coordination and the ICC Grade Crossing Protection Fund process is anticipated to be the critical path. Preparation of plans and specifications can be concurrent with railroad and ICC coordination. The estimated construction start date is subject to change based on funding availability.

- Finalize preliminary design
- Initial railroad coordination and preliminary ICC coordination – 3 months
- Formal ICC process – 6 months
- IDOT approvals – 3 months
- Final documents, advertisement and letting – 2 months
- Construction start: Spring 2017

Figure 4.1 presents a summary of cost for Alternative 2.

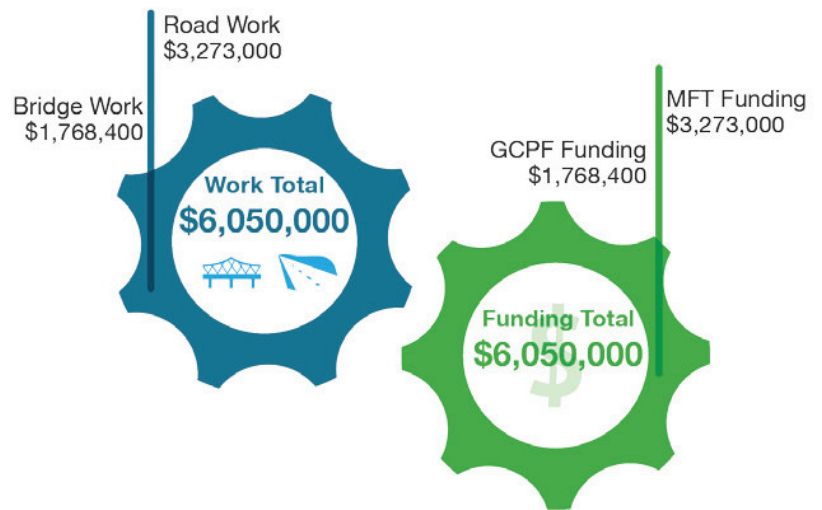


Figure 4.1: Summary of cost for Alternative 2



Figure 4.2: Alternative 2 rendering, looking southeast at the proposed bridge

A APPENDIX

Appendix A contains Exhibits 1 through 3

Fox Creek Rd, Bloomington, IL

Existing Peak Hour Traffic Volumes

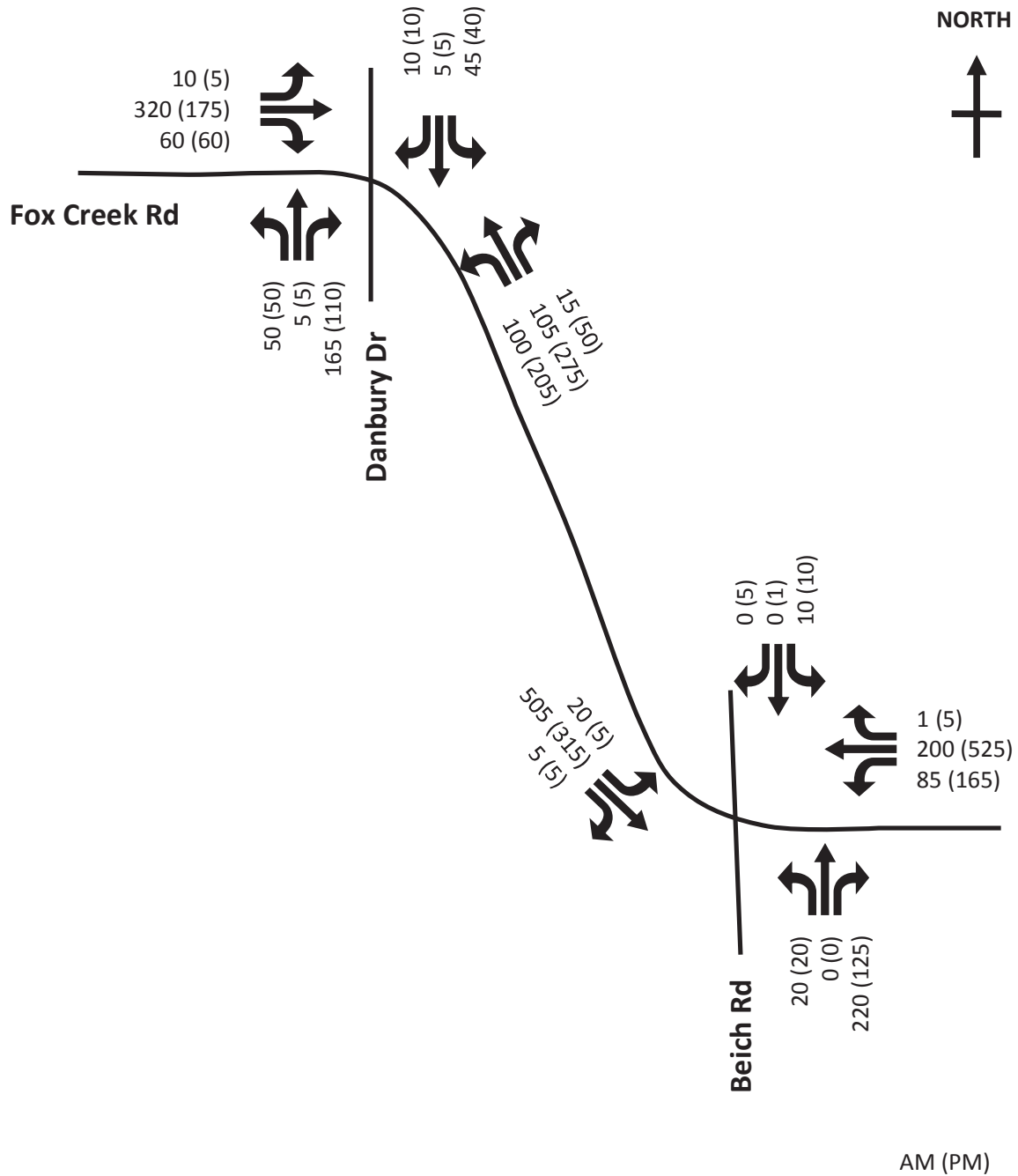


Exhibit 1



Fox Creek Rd, Bloomington, IL

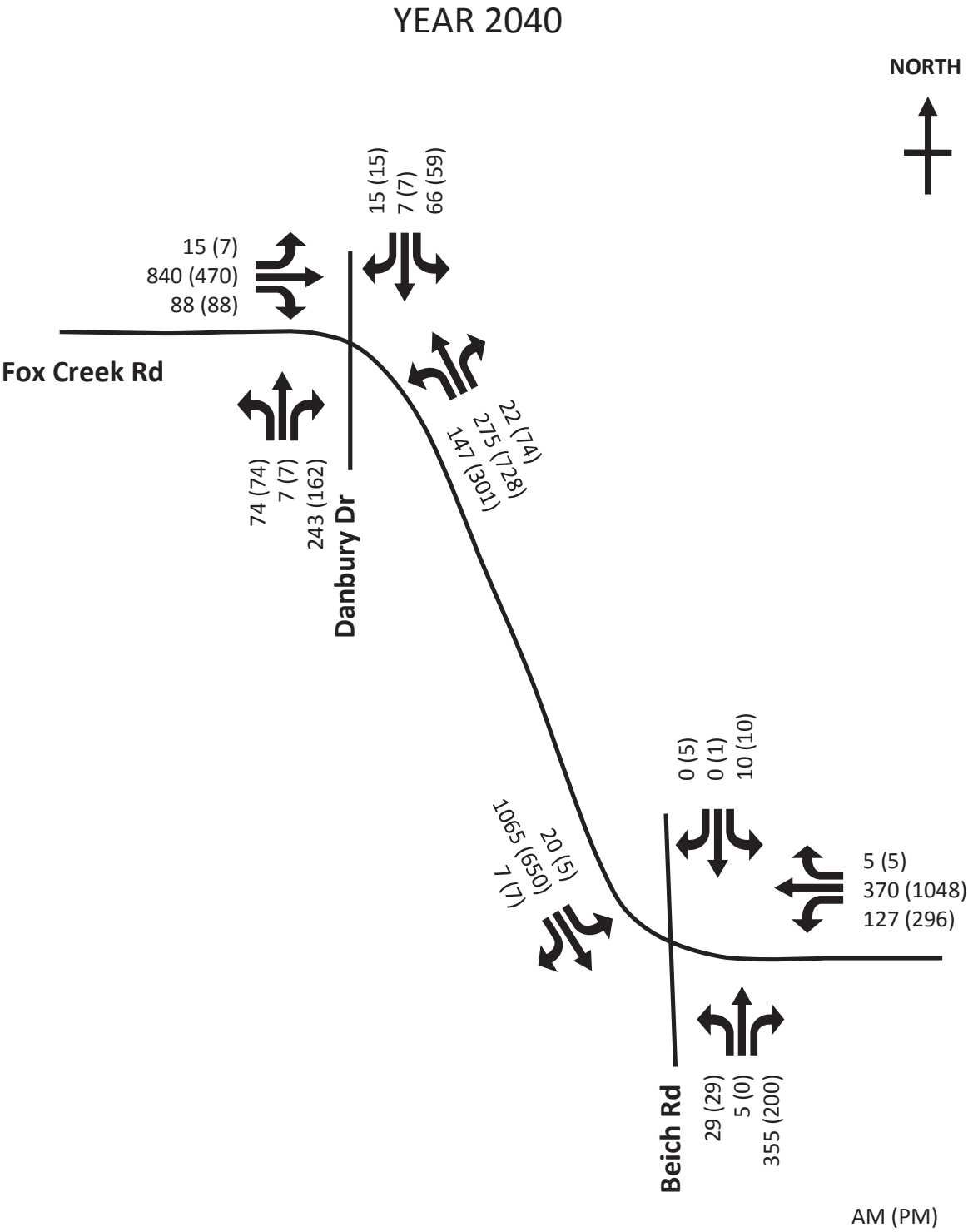


Exhibit 2



Alternative 1
Sheet 1 of 2

Fox Creek Road
Improvement



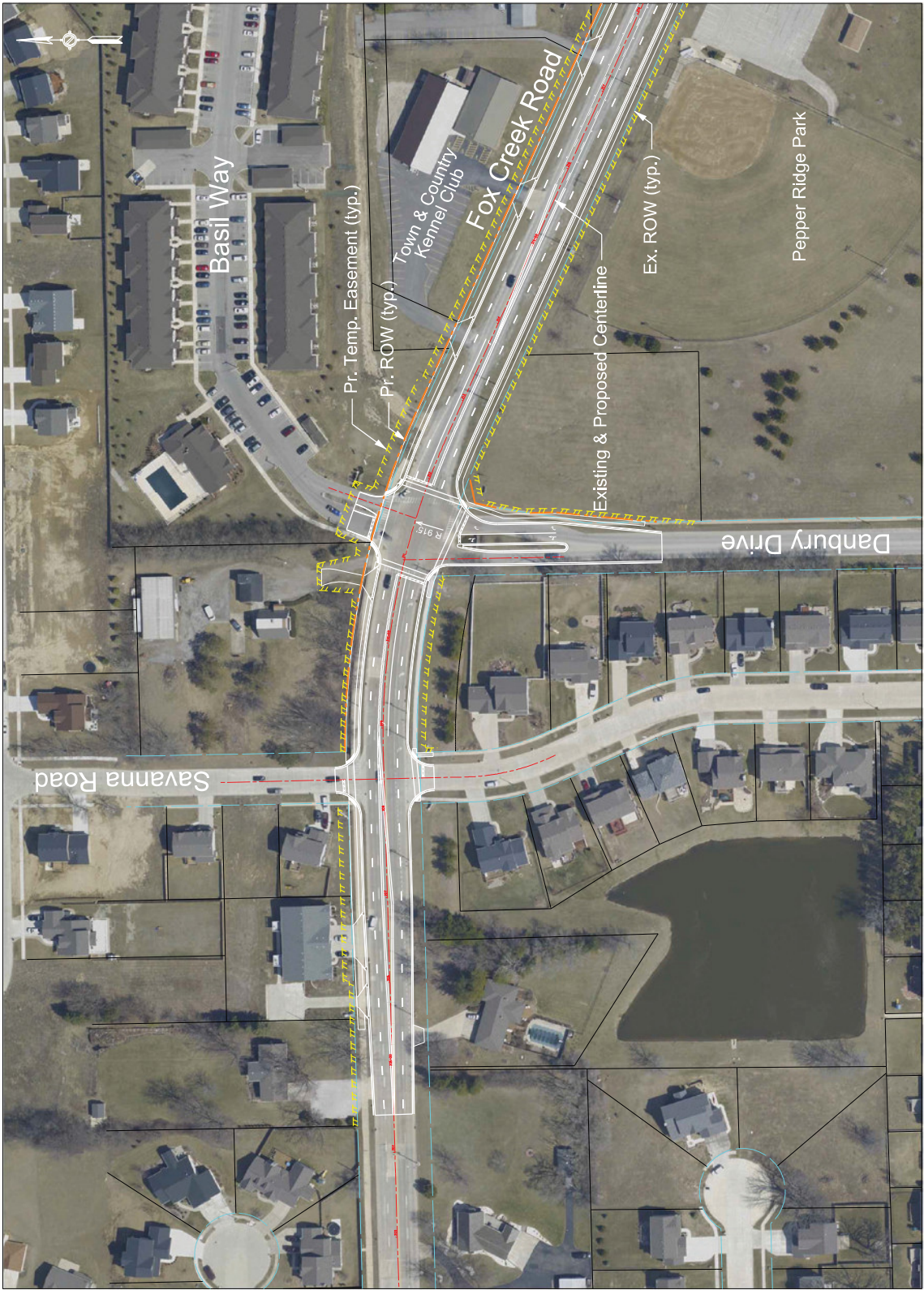
Exhibit 3 (continued)



Alternative 1
Sheet 2 of 2

Fox Creek Road
Improvement





Alternative 2
Sheet 1 of 2

Fox Creek Road
Improvement



City of Bloomington



Exhibit 3 (continued)



Alternative 2
Sheet 2 of 2

Fox Creek Road
Improvement





Alternative 3
Sheet 1 of 2

Fox Creek Road
Improvement



Exhibit 3 (continued)



Alternative 3
Sheet 2 of 2

Fox Creek Road
Improvement





Alternative 4
Sheet 1 of 2

Fox Creek Road
Improvement



City of Bloomington



Exhibit 3 (continued)



Alternative 4
Sheet 2 of 2

Fox Creek Road
Improvement





Alternative 5
Sheet 1 of 2

Fox Creek Road
Improvement



Exhibit 3 (continued)



Alternative 5
Sheet 2 of 2

Fox Creek Road
Improvement



B APPENDIX



Technical Memorandum

TO: Ryan Otto, PE (City of Bloomington)

FROM: Ryan Thady, PE
Mike Magnuson, PE, PTOE, LEED AP
Colin Coad, PE

SUBJECT: Fox Creek Road Improvement
Maintenance of Traffic for design alternatives

DATE: January 8, 2015 (*updated November 2, 2015*)

The City of Bloomington retained Alfred Benesch & Company (Benesch) to perform engineering services for the reconstruction of Fox Creek Road between Danbury Drive and Beich Road, including the reconstruction of the Fox Creek Road bridge over the Union Pacific Railroad (UPRR). The existing facility consists of one lane in each direction without pedestrian accommodations. Benesch completed a “Feasibility & Value Planning Study” report, developing and analyzing five alternatives using Value Planning methodology that accommodate the (projected) future traffic, including pedestrians and bicyclists. The City of Bloomington and Benesch met and discussed the report on December 9, 2014. Based on the analysis presented in the report, two of the five alternatives presented provide a high-value design and will be carried forward for further analysis and potential public review. The proposed improvement widens Fox Creek Road to eliminate a geometric bottleneck along the corridor and connects a gap in the City’s bicycle trail network.

The purpose of this memorandum is to summarize the two design alternatives to be carried forward and to present the maintenance of traffic options associated with each. The following sections provide a summary of these two alternatives: “Alternative 2” and “Alternative 4”.

The proposed bridge design has not yet been coordinated with the UPRR and the Illinois Commerce Commission (ICC). The preferred design is a single 80-ft span, which can accommodate a future second track. However, UPRR and ICC may require additional clearances within their right-of-way, affecting the bridge cost.

Based on preliminary estimates and an 80-ft single span bridge, the construction cost for both alternatives is approximately \$6,050,000. If the UPRR and ICC require a larger bridge (160-ft, 3-span), the construction cost may increase by approximately \$1,300,000.

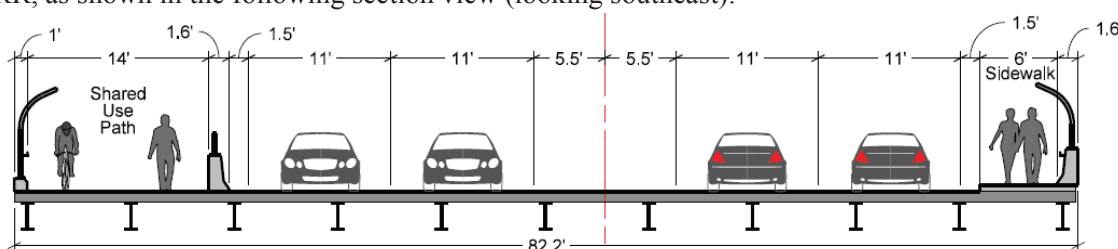




Alternative 2: Single Bridge for Vehicles, Pedestrians and Bicyclists

Vehicle, pedestrian and bicyclist accommodations

Fox Creek Road is widened from one lane in each direction to two, with a two-way left-turn lane median. The centerline of the proposed roadway matches the existing location. A sidewalk (5-ft) is provided on the south side of the roadway, and a shared-use path (10-ft) is provided on the north side. An exhibit is attached to this memorandum showing a plan view of this alternative. This lane configuration, the sidewalk and the shared-use path are carried across the proposed bridge over the UPRR, as shown in the following section view (looking southeast):



The fences and the barrier wall separating the vehicles from the shared-use path could be aesthetically enhanced.

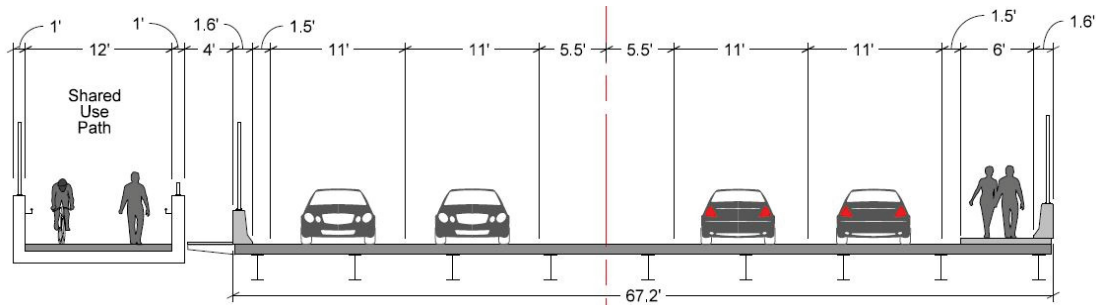
Construction

While a traffic detour during construction is an option, no long term detour is required since the proposed bridge is wide enough to maintain one lane of traffic in each direction. The bridge can be constructed while shifting traffic twice.

See the attached bridge typical sections exhibit for Alternative 2 preliminary maintenance of traffic (MOT) staging.

Alternative 4: Separate Bridges for Vehicles/Pedestrians and Bicyclists/Pedestrians

Outside of the bridge, the design of Fox Creek Road in Alternative 4 matches Alternative 2, except the shared-use path width is 8-ft instead of 10-ft. A roadway bridge is constructed for the vehicles and the sidewalk on the south side. A separate bridge is constructed for the shared-use path. An exhibit is attached to this memorandum showing a plan view of this alternative. The following section view (looking southeast) shows the typical bridge section for this alternative:



Note: the proposed bridge typical section shown above is modified and discussed further in the following section (see “Alternative 4c” below).

By constructing the shared-use path bridge as an independent structure, the users feel a greater sense of separation (and therefore safety) from the vehicles. The separate structure also offers opportunities for aesthetic differentiation. Additionally, since the shared-use path bridge can be constructed independently of the roadway bridge, it may be constructed in the immediate future to meet the immediate need for pedestrian/bicyclist accommodations, while the roadway bridge may be constructed at a later time.

Construction

There are three options for maintaining traffic during the construction of this design alternative:

1. *Alternative 4a:* Detour traffic during construction of the new bridge. Detoured traffic would cross the UPRR via the at-grade crossing on 6 Points Road (County Road 1200 N). The attached exhibit provides a map of the detour route. Based on an origin of the Fox Creek Road/Danbury Drive intersection and a destination of Fox Creek Road/Veterans Parkway, the calculated adverse travel distance caused by the detour is 2.5 miles. This is option is labeled “Alternative 4a” in the attached bridge typical section exhibit.
2. *Alternative 4b:* Install temporary traffic signals and provide one-lane operation across the bridge. One temporary traffic signal would be located at the intersection of Fox Creek Road/Beich Road, and the second temporary signal would be located approximately at the Pepper Ridge Park entrance off of Fox Creek Road. During the peak traffic hours this results in Level of Service “F” with an average delay of approximately 2.5 minutes for eastbound vehicles in the morning and westbound vehicles in the evening. The maximum delay experienced may be much longer. Queue lengths would be long, extending west of Danbury Drive for eastbound traffic and as far as Springfield Road for westbound traffic. We estimate that the installation of temporary traffic signals would cost approximately \$150,000. This is option is labeled “Alternative 4b” in the attached bridge typical section exhibit.
3. *Alternative 4c:* Widen the proposed bridge by approximately 7-ft to the south to provide sufficient width to maintain one lane in each direction during construction (similar to Alternative 2). This additional bridge width could be allotted to the sidewalk on the south side, providing a





wide (approximately 12-ft clear) space and a barrier between the pedestrians and the vehicles. Constructing the extra bridge width would incur an additional cost of approximately \$160,000. During construction, temporary pavement would be required on the south side of Fox Creek Road on both sides of the bridge to maintain traffic, which would incur an additional cost of approximately \$40,000. This option is labeled “Alternative 4c” in the attached bridge typical section exhibit.

Summary and Recommendation

The Value Planning and Feasibility Study report concluded that two design alternatives provide similar high-value results. These two alternatives have been further reviewed in the context of maintaining traffic (MOT) during construction. This memorandum summarizes the results of that analysis, which includes three options for MOT for Alternative 4: 4a, 4b, and 4c. The following table summarizes the costs and MOT impacts associated with the alternatives discussed.

Alternative	Preliminary Estimated Construction Cost	Maintenance of Traffic
2	\$6,050,000	Maintain traffic on existing & proposed bridge during construction
4a	\$6,050,000	Detour
4b	\$6,200,000	Maintain traffic on existing & proposed bridge during construction using temporary signals with one lane bidirectional operation
4c	\$6,250,000	Construct wider bridge to maintain traffic on existing & proposed bridge during construction

We are requesting that Bloomington City staff review the information presented in this memorandum and determine a preferred Alternative 4 option: 4a, 4b or 4c. We recommend that Alternative 2 and the preferred Alternative 4 option be presented to the public for comment. Subsequent to the public meeting, a final preferred alternative can be carried forward in the design process.



Exhibits

- Alternative 2 plan view (2 sheets)
- Alternative 4 plan view (2 sheets)
- Alternative 2 bridge typical sections & MOT
- Detour route
- Alternative 4a bridge typical sections & MOT
- Alternative 4b bridge typical sections & MOT
- Alternative 4c bridge typical sections & MOT



Alternative 2
Sheet 1 of 2

Fox Creek Road
Improvement





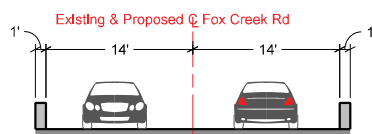
Alternative 2
Sheet 2 of 2

Fox Creek Road
Improvement

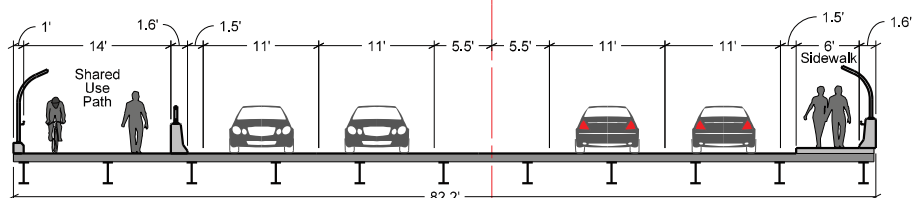


Alternative 2

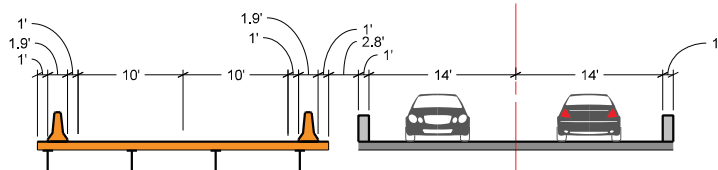
Existing Bridge:



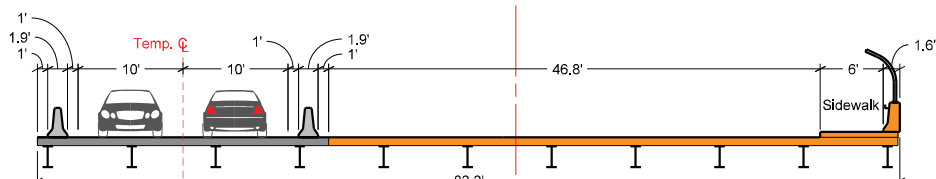
Proposed Bridge:



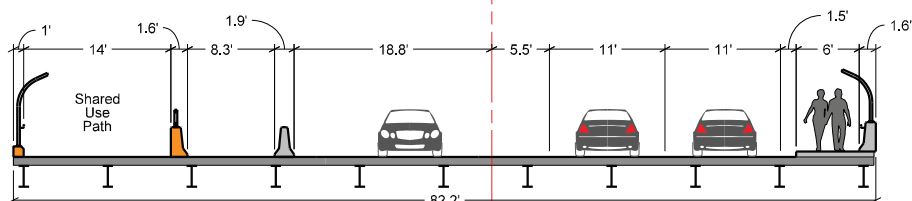
Stage 1 MOT:



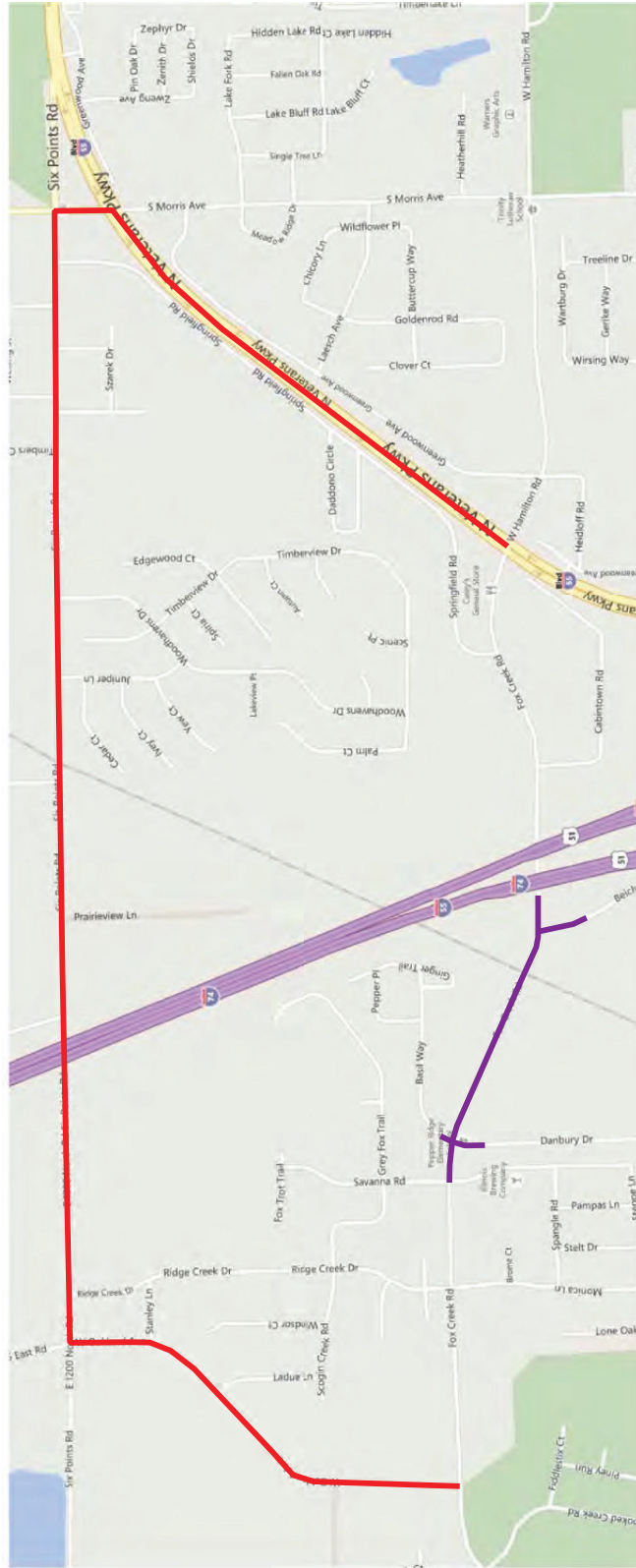
Stage 2 MOT:



Stage 3 MOT:



Maintenance of Traffic: Construction Detour Route



Legend

- Approximate Construction Limits
- Designated Detour Route



City of Bloomington



Fox Creek Road Improvement

Detour Route





Alternative 4
Sheet 1 of 2

Fox Creek Road
Improvement





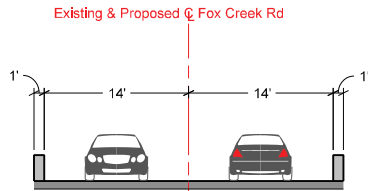
Alternative 4
Sheet 2 of 2

Fox Creek Road
Improvement

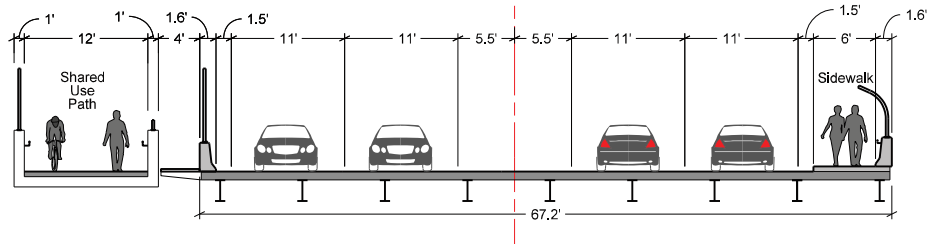


Alternative 4a

Existing Bridge:



Proposed Bridge:



Maintenance of traffic: detour north to 6 Points Road



Fox Creek Road Improvement

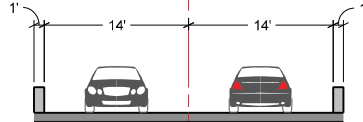
Alternative 4a Bridge Typical Sections



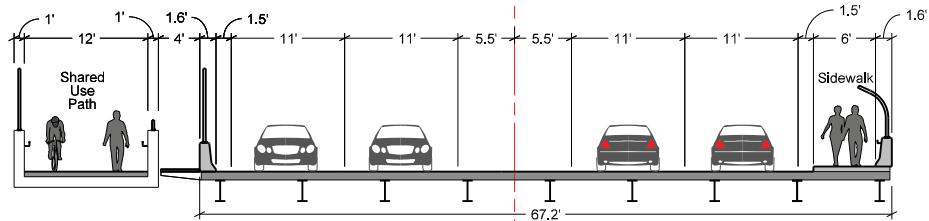
Alternative 4b

Existing & Proposed @ Fox Creek Rd

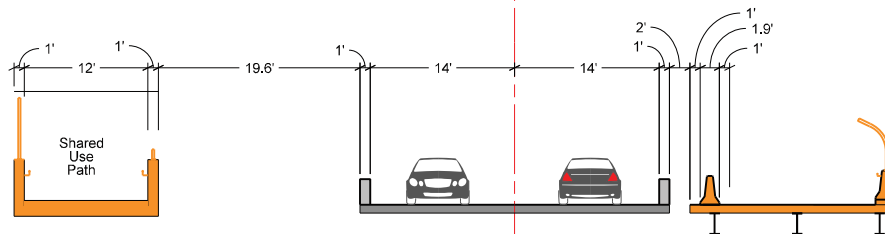
Existing Bridge:



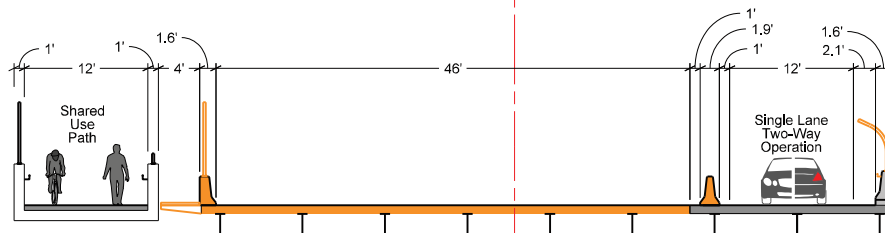
Proposed Bridge:



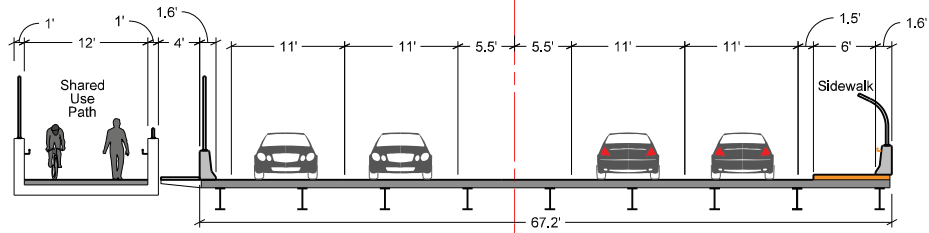
Stage 1 MOT:



Stage 2 MOT:



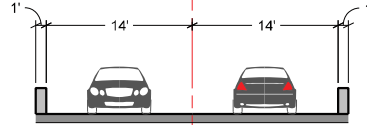
Stage 3 MOT:



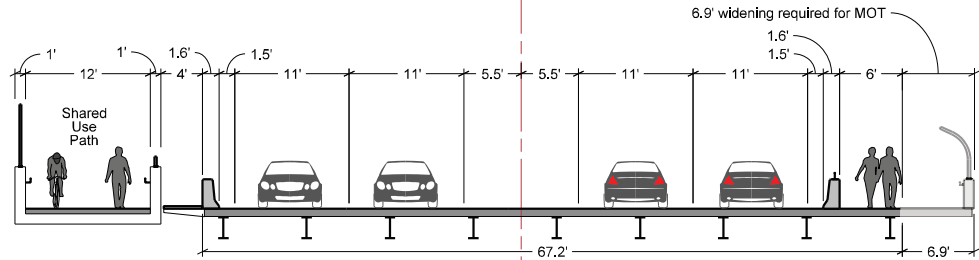
Alternative 4c

Existing & Proposed $\odot$ Fox Creek Rd

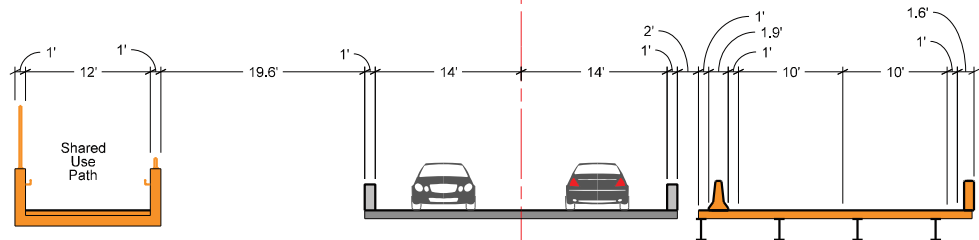
Existing Bridge:



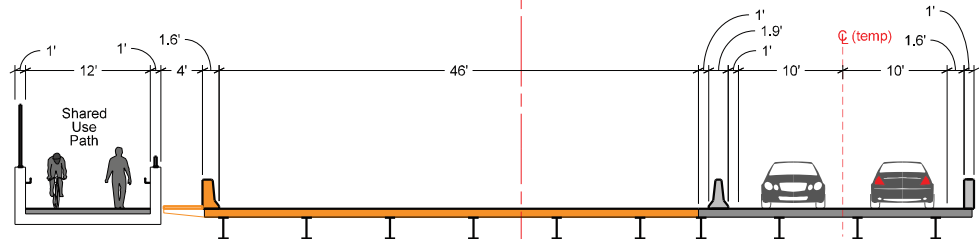
Proposed Bridge:



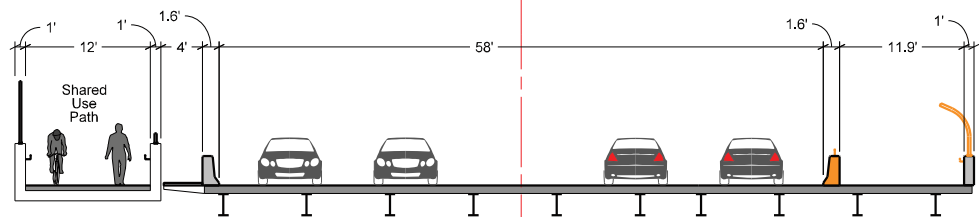
Stage 1 MOT:



Stage 2 MOT:



Stage 3 MOT:



C APPENDIX



City of Bloomington

Public Meeting Comment Form

**Fox Creek Road Improvement
March 11, 2015**

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- Submit your written comment at the Public Meeting
- Email your comment to FoxCreekRoad@benesch.com
- Mail to the engineering consultant, at the following address: Alfred Benesch & Company
Attn: Ryan Thady
205 N. Michigan Ave., Suite 2400
Chicago, IL 60601
- Deliver your comment to the City of Bloomington Public Works Department located at 115 E. Washington St.

Comment:

MAY EXPERIENCE IN NORMAL HAS BEEN THAT
THE BARRIERS ON LINDEN & VERNON HAVE
BEEN VERY ADEQUATE AND I THINK THE
SPACE BETWEEN THE PROPOSED 2 BRIDGES
WOULD POTENTIALLY BE A BIGGER HAZARD
THANK YOU FOR THE NICE PRESENTATION
I WOULD SUPPORT OPTION #2

Name: DAN STEADMAN - FRIENDS OF CONSTITUTION TRAIL

Address: 1112 BROADWAY NORMAL

Email: DWSTEAD63@GOTMAIL.COM





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- Deliver your comment to the City of Bloomington Public Works Department located at 115 E. Washington St.

Comment:

In the interests of pedestrian safety over all future growth a accommodated and aesthetics, it seems to me that Alternative 4 is the clear choice. Thank you for the opportunity to learn more about the plans and for the opportunity to voice my opinion

Name: Todd Tothorok

Address: 30 Pebblebrook Court

Email: ToddTothorok@hotmail.com





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Comment:

I prefer alternative 4 for 2 reasons

① earlier finish date for walkway/path

② extra barrier between pedestrians/cyclists and the speed demons crossing the bridge

other ^{intermediary} concerns - ① lower speed limit to 35

② ^{install temp} flashing lights for crossing from Beich to North Side of Fox Creek - very dangerous section

Name: Christine Howe

Address: 16 Fuller Ct

Email: howe.negocio@comcast.net



benesch

lots of distracting signs pole
at Beich/Fox Creek going east - Traffic is moving over to rt line too soon + Traffic from Beich now going east moving to left lane too soon. unnecessary waiting lines in am





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205 N. Michigan Ave., Suite 2400
Chicago, IL 60601
- Deliver your comment to the City of Bloomington Public Works Department located at 115 E. Washington St.

Comment:

I prefer alternative 4 because it gives more buffer to the northern pathway. I also hope the speed limit can be reduced to 40 so its consistent the whole length of Fox Creek Rd. Lighting can also be improved from Birch Rd through to Danbury Dr.

Name:

Susan Turner

Address:

2503 Kinney Run Bldg.

Email:

StiWu92@Frontier.com





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Chicago, IL 60601
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Comment:

Fox Creek Rd will be a segment of the longest E-W Road in Bloomington. Veterans has no sidewalks. So for \$100,000 more, Alternative 4 is the easy choice. Divide that by 40 years and it's \$2500/year for a proper upgrade.

Name: Dan Deneen
 Address: 2219 W. Oakland Ave.
 Email: dandeneen@ilaw202.com





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Chicago, IL 60601
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Comment:

Thank you!
We support Alternative #4

Name: KEVIN CALLIS

Address: 10 Pebblebrook CT BEN 05

Email: KEVINCALLIS3@gmail.com





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Comment:

increased lanes will only increase average speed down through (such as Airport Rd)
Bottle neck actually regulates speed better speed limit is only as good as how it is enforced.
I believe this project is overspending and other alternatives should be considered.
A separate pathway (similar to option 4) would provide better safety by forcing pedestrians/cyclists
to use. even with path way over 174 bridge. I still see people on the road itself.
And (close (Any) to Fox creek will create unavoidable issues for me personally w/
my work sched. I drop my daughter off at Pepper Ridge as early as Daycare will
allow me in order to start my commute and arrive at work on time. leaving earlier
is not an option as I cannot force the school to accept my daughter any earlier
stop/put at Danbury will only create in needed congestion

Name: Joe Bunch

Address: 2807 Essington St

Email: jrbunch1981@gmail.com





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Chicago, IL 60601
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Comment:

Both options 2 & 4 are acceptable to me, 4 would be ideal considering the minimal difference in cost
my primary concern in the interim of this project would be lowering the speed limit through this area as well as through Fox creek Subdivision to the west and to the east up to veterans. There is a day care center, bus stop, park entrance and a major crossing area from Danbury Apts to Pepperidge Ridge School in this area.

Name: Steve Schuette

Address: 2830 Rocksbury Dr.

Email: Steve.cardinals@gmail.com





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- Mail to the engineering consultant, at the following address:

Alfred Benesch & Company
 Attn: Ryan Thady
 205 N. Michigan Ave., Suite 2400
 Chicago, IL 60601
- Deliver your comment to the City of Bloomington Public Works Department located at 115 E. Washington St.

Comment:

which ever option is quickest!

Name: JOHN BAUBY

Address: _____

Email: _____





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Attn: Ryan Thady
205 N. Michigan Ave., Suite 2400
Chicago, IL 60601
- Deliver your comment to the City of Bloomington Public Works Department located at 115 E. Washington St.

Comment:

✓ SIDEWALKS ON NORTH AND SOUTH SIDE
OF FOX CREEK IS A GREAT IDEA

Name: HANS PETERSON

Address: 2323 ROCKSWORTH BLVD CHICAGO IL 60654

Email: _____





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Bellas Landscaping

Comment:

Over all AMAZING designs. Much needed improvement.
- Confirm security fence is installed to protect our property 24/7 as it is now.
- Also as discussed - when east bound, we need something to help us enter our property to the north.
* Reduce Speed limits till Project is complete to 35mph

Name: Justin Bellas 261-6973

Address: 2405 Fox Creek Rd

Email: Justin@bellaslandscaping.com




BELLASLANDSCAPING

Fox Creek Road Improvement

3/16/2015

Bellas Landscaping
 2405 Fox Creek Rd
 Bloomington, IL 61705
 309-827-5263

Justin Bellas
 309-261-6973
justin@bellaslandscaping.com

Our number one concern is when heading eastbound on Fox Creek and trying to turn left (north) onto our property at 2405 Fox Creek Rd. We understand that there can't be a dedicated turn lane for us, but there must be something in place to protect our employees, customers, and the community. Most of our trucks pull trailers which makes it even more difficult to cross two oncoming lanes, unprotected. Another issue is the current speed limit of 45 mph. This is rather fast for the area, but we understand that lowering the speed limit may only congest traffic and make the overall issues worse.

In order to maintain a safe intersection, there needs to at least be a turn light eastbound on Fox Creek Rd.

Maybe you could make the north lane of the eastbound traffic an optional straight and left turn into our property, because really, either way, in the end, if we have a truck east bound needing to turn into our property, it's really the same thing. All it does is make the average commuter aware that at some point there may be trucks or traffic sitting in the north lane of the eastbound traffic.

Also just as you have the south lane of the westbound traffic with the option to turn left or go straight, can't you do that for the north lane of the east bound traffic? This would simplify everything!

I honestly think the reason this option wasn't included in the design was that the engineering firm was unaware of the actual traffic count in and out of our business. If there was the 30 or so traffic count that was figured, this would be understandable, but as of today we are easily 5 to 7 times that, let alone what it may be in years to come.

Over time, people may pick up on this and use the south lane more during our busy time of the day, knowing that the north lane for eastbound traffic is going to be free. We honestly deal with that daily. Right now, when we are facing east at the intersection waiting for the

west bound traffic to clear so we can turn north into our property, the cars behind us stack up quickly, and they fly around us to the south, heading east right through the intersection, even though there isn't a true lane for them. At this time, they can't see eastbound traffic turning south onto Biech road creating a huge issue. This has caused countless close calls.

With all the information proposed, we feel that the safest option would be to make the north lane of the eastbound traffic with the option to turn north into our place with posted signs. It's going to happen either way, so I think it should be smart to correct from the start. Official turn/straight lane along with a protected turn light of some kind is needed. As everyone agreed this road work isn't to fix the current issues at hand, but to help limit issues for the next 40 years. If this design flaw isn't taken care of before the design and bid packages are completed, we will have these issues for 40+ years.

Traffic count information for our drive:

On a typical day we have about 30 employees that show up to work around or before 7am. Then about 15-20 trucks, most being large 2 ton trucks with trailers, or pick-ups with trailers, leave between 7:30-7:45. Both these times, when they show up to work and leave for their project sites, it can be considered high traffic time.

We store all materials and equipment at this location, and it's not uncommon for crews to come back 2-3 times throughout the day to get materials or equipment. Another major factor is we receive 4-6 semi delivery a week of bulk materials and supplies. Semis need more time to get into and out of our property. At the end of the day (4:30 -5:30), all 30+ employees leave for the night. Again this is at high traffic time. As discussed in the meeting, this isn't to fix traffic and safety concerns for the short term, but for the next 40 years. We know we will grow and expand in years to come and the amount of traffic in and out of this location will increase dramatically compared to today's number. We think our average traffic count is 175+ a day.

Approach: As of now we have an incline to exit our property, but we also accounted for this by making a large section of concrete to be level with the road so our trucks can quickly and safely exit the intersection. We need to be sure that at the completion of the project that we still have a flat section of concrete for our trucks to sit on so we don't have heavy trucks and trailers sitting on the incline waiting to exit.

During construction: We need to be sure we can access our property during the construction 24/7. This is also the same for semi deliveries. We understand that with all good things there comes bad, and we are more than willing to work around the construction and willing to help in any way. We ask that they re-pour our entrance in two sections or have a temporary drive installed while the concrete is curing. The grade cannot get any steeper on our drive than it is right now as trucks and trailers are very close to dragging now due to the grade changes from the top flat section of concrete and the flat section of parking lot. Can the engineers confirm that with the changes to our entrance that the overall grade of our concrete drive from the entrance to our parking lot will not change for the worse?

Tree: There is a large oak tree on the south west section of our property which is near the property line and in the construction easement. We are perfectly fine with this tree being removed, if needed. We think it may make the construction process easier and the final grade will transition much more easily with no restrictions.



Fence and gate: We have a 6 ft. tall commercial grade chain length fence on all property lines. We understand that the fence will need to be removed for construction. The same day the fence is removed we need a similar size & quality temporary fence installed. Before our fence and gate were installed, we were robbed several times, vandalized, and trespassed upon frequently. Since the entire property was fenced in and the gate was installed, we have had no issues. With this being said, we want to be sure that the land is always 100% fenced including the gate. If the gate and fence are removed, we ask that upon the completion of the project, they be reinstalled as they are today.

One thing we would like to discuss with the engineering firm and the city, is to see if there is any way to have the fence installed along the trail rather than being on the property line down below grade.

We can meet in person to discuss further. We have found it is very difficult to mow and maintain the hillside grass due to the fence. Since this is actually City of Bloomington's property that we are maintaining because they never kept up on the trash pickup or mowing, we feel that installing the fence next to the trail and not on the property line would have more eye appeal, and more importantly, would be a safer option. This would keep the fence more level compared to its current state where it follows the hillside.

Sign- Just last year we installed a new sign at the entrance to our shop. Due the construction and our lane being moved, this sign will likely also need to be moved. Is this something that is covered in the cost of the project? We have large footing to support the sign, and if this does need to be moved, we will need new footings poured when the new entrance is completed. There may be more to this whole section once we get a detailed design and things are actually in place, but this is our main concern for this area.

Street light- We currently have a street light at our entrance. Due to the placement of the proposed new entrance, this light will need to be removed. I am thinking that the intersection will be well lit, so we may not need this light on our entrance anyway, but want to be sure.

Other things to consider and know. We have power running along our drive to our sign for the transformer which powers the low voltage lights that illuminate the business sign. This power is also installed to power an operator for the gate to open and shut it. There is a well along the west side of our drive about half way between the entrance and our parking lot. This is just outside the proposed construction easement but we want to make sure it is known that it was in the area in case the easement area is increased.

Finally, as discussed in the meeting, and we think most people agreed this may help. Is there any way that from now to the completion of the project that the road speed limit could be reduced to the suggested speed of 35 mph. This may save a life. Cars speed through this area already, so if the speed limit is reduced to 35 mph, then maybe people will actually keep it under 45 mph. We have actually had a patrol car use our entrance to catch speeders and many of them were going upper 50's to even 60+ mph.

Closing: The proposed design is great. We think the engineering firm and the city did a wonderful job on this so far. Everyone at the meeting was thrilled with what was proposed and just like us, we think most would agree it is even better than we thought it would be. This is going to make a great impact in this area of town. With the rate of road traffic and foot traffic increasing every day, someone is bound to be killed in his area without a road/bridge improvement. We just hope that nothing happens between now and when it is completed! We are hoping that the project does start in 2017 and that we have mild weather over 17/18 so they can keep on it through most of the winter.

Coad, Colin C.

From: Daniel Keefe <danielekeefe@gmail.com>
Sent: Tuesday, March 24, 2015 7:15 AM
To: Fox Creek Road Email
Subject: FOX CREEK RD & BRIDGE IMPROVEMENTS: DANBURY TO BEICH

Thank you very much for presenting these designs at Pepper Ridge school. Personally, I prefer Alternate 4 - with the separate walking path bridge - for aesthetic and safety reasons. That being said, anything will be a huge improvement over existing conditions. The bridge is such a safety hazard. I am hopeful the city will consider lowering the speed limit along Fox Creek Road between now and when the new bridge is complete.

Just one question about the intersection design at Danbury: Was any consideration given to building a modern roundabout there as opposed to a signaled intersection? I understand there will be busy times on school days (mornings and mid-afternoons), but at other times a modern roundabout at that oddly-angled large intersection would seem to suit normal traffic flow well; slow people down without necessarily requiring stops. I've seen them implemented well in Europe and other parts of the country, although they're still a bit of an oddity here. Just curious.

Thanks again,
Dan Keefe



ALFRED BENESCH & COMPANY

ADDENDUM



CITY COUNCIL MEETING AGENDA

CITY HALL COUNCIL CHAMBERS

109 E. OLIVE STREET, BLOOMINGTON, IL 61701

MONDAY, MARCH 14, 2016 7:00 P.M.

Correction to the online council packet to replace the Agreement attachment for item No. 7M.

7. “Consent Agenda”

- M. Consideration of approving a Resolution waiving the formal bidding process and enter into a Contract for supply and delivery of Cationic and Anionic polymer for water treatment purposes. *(Recommend that the Resolution be approved waiving the formal bid process with Brenntag Mid-South, Inc. for polymers, specialty water treatment chemicals, the polymers be purchased from Brenntag Mid-South, Inc. at the quoted prices of \$0.665 per pound for cationic polymer and \$1.25 per pound for anionic polymer, and the City Manager and City Clerk be authorized to execute the necessary documents.)*

CITY OF BLOOMINGTON
CONTRACT WITH
Brenntag Mid-South, Inc.
FOR

Robin 120 cationic polymer & Robin 30A anionic polymer

THIS AGREEMENT, dated this _____ day of March _____, 2016, is between the City of Bloomington (hereinafter "CITY") and _____ Brenntag Mid-South, Inc. (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

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

Section 3. Payment. For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR: ☐ a lump sum amount of \$ _____; or ☒ the amount(s) set forth in Exhibit B. Invoices shall be due and payable within 45 days of submission.

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

Section 5. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY, its officers, officials, agents and employees from claims, demands, causes of action and liabilities of every kind and nature whatsoever arising out of or in connection with CONTRACTOR's operations performed under this Contract, except for loss, damage or expense arising from the sole gross negligence or willful misconduct of the CITY or the CITY's agents, servants or independent contractors who are directly responsible to CITY. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY's officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Contract.

Section 6. General Liability Insurance. CONTRACTOR shall maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits shall be less than \$2,000,000.00. Certificates of insurance shall be provided to CITY and CITY shall be named as an additional insured under the policy. Umbrella liability coverage must also be provided in the amount of \$4,000,000 for each occurrence, \$4,000,000 in aggregate.

Section 7. Representations of Vendor. CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

Section 8. Assignment. Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 9. Compliance with Laws. CONTRACTOR and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 10. Prevailing Wage. The following shall apply to this contract:

- ☒ This contract is not for a "public work" and therefore Prevailing Wage does not apply. *Initial:* _____ (City) _____ (CONTRACTOR)
- ☐ This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.
Initial: _____ (City) _____ (CONTRACTOR)

Section 11. Compliance with FOIA Requirements. CONTRACTOR further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from CONTRACTOR actual or alleged violation of the FOIA, or CONTRACTOR failure to furnish all documentation related to a request within five (5) days after CITY issues notice of a request. Furthermore, should CONTRACTOR request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, CONTRACTOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. CONTRACTOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by CONTRACTOR request to utilize a lawful exemption to CITY.

Section 12. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 13. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 14. Attorney Fees. In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

Section 15. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 16. Term. The term of this Contract shall be:

☐ Until all of the services and/or deliverables required to provided within this Contract are completed.

☐ From one (1) year from the date of execution.

☐ From two (2) years from the date of execution.

☒ Other: March 31, 2016 through March 31, 2017

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

Notwithstanding anything herein, the provisions in Sections 5 and 11 shall survive termination.

Section 17. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
City Clerk

Brenntag Mid-South, Inc.

By: _____
Its _____

By: _____
Its _____

EXHIBIT A
SCOPE OF SERVICES / WORK PROVIDED

Cationic polymer; product name: Robin 120, with a typical dosage of ~1.25 - 1.75 parts per million.

Anionic polymer; product name: Robin 30A, with a typical dosage of ~0.25 - 0.50 parts per million.

EXHIBIT B
FEES / COMPENSATION

Please see attachment (Brenntag Mid-South, Inc. quote)