

CITY OF BLOOMINGTON
COUNCIL MEETING AGENDA
109 E. OLIVE
MONDAY, MARCH 9, 2015 7:00 P.M.

- 1 Call to order**
- 2 Pledge of Allegiance to the Flag**
- 3 Remain Standing for a Moment of Silent Prayer**
- 4 Roll Call**
- 5 Public Comment**
- 6 Recognition/Appointments**
- 7 “Consent Agenda”**

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

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

- A. Council Proceedings of February 23, 2015. (Recommend that the reading of the minutes of the previous Council Proceedings of February 23, 2015, be dispensed with and the minutes approved as printed.)**
- B. Bills and Payroll. (Recommend that the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.)**
- C. Analysis of Bids for the Installation of Vehicle Exhaust Systems. (Recommend that the bid for the Installation of Vehicle Exhaust Removal Systems at Headquarters Fire Station, Station #3, and Station #4 be awarded and contract approved with Hastings Air Energy Control, Inc. of New Berlin, WI not to exceed \$135,000 and the Mayor and City Clerk be authorized to execute the necessary documents.)**

- D. **Illinois Environmental Protection Agency (IEPA) Water Department Operating Permits violation. (Recommend that the Stipulation and Proposal for Settlement be approved, including authorization to pay \$10,260 to the IEPA for the Operating Permits violation, and the Mayor and City Clerk be authorized to execute the necessary documents.)**
 - E. **Supplemental Motor Fuel Tax (MFT) Resolution for Lincoln St. MFT Section 92-00283-00-RP. (Recommend that the Supplemental MFT Resolution, MFT Section 92-00283-00-RP, in the amount of \$432,289.71 be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)**
 - F. **Application of Bloomington Mobil, Inc., d/b/a Bloomington Mobil, located at 1513 Morrissey Dr., requesting a GPBS liquor license which would allow the sale of packaged beer and wine only for consumption off the premises seven (7) days a week. (Recommend that a GPBS liquor license for Bloomington Mobil, Inc., d/b/a Bloomington Mobil, located at 1513 Morrissey Dr., be created, contingent upon compliance with all applicable health and safety codes.)**
 - G. **Suspension of Ordinances to Allow Consumption of Alcohol at Davis Lodge on May 16, 2015. (That the Ordinance be passed.).**
- 8. “Regular Agenda”**
- A. **Approve a Budget Amendment to Accounts (10019180 - 89410), (40100100 - 85100) and (40100100 - 72510) in the General and Capital Improvement and Agreement with Sugar Creek Packing Co. (Recommend that the Agreement with Sugar Creek Packing Co. located at 412 East St. be acquired at an acquisition amount not to exceed \$245,000. be approved, the Ordinance Amending the Budget to Add Funds to Accounts (10019180 - 89410), (40100100 - 85100) and (40100100 - 72510) in the General and Capital Improvement Fund be passed and the Mayor and City Clerk be authorized to execute the necessary documents.) Total 20 minutes. Presentation 5 minutes. Q/A 15 minutes.**
 - B. **Parkland Dedication Fees. (Recommend that Council provide direction to staff on whether to proceed with an Amendment to an Annexation Agreement to waive Parkland Fees in lieu of dedication requirements for the Hawthorne Commercial Subdivision, 12th Addition and Sapphire Lake Subdivision 3rd Addition.) Total 20 minutes. Presentation 5 minutes. Q/A 15 minutes.**
 - C. **Text Amendment to Chapter 21, Refuse Code, Section 300.7. (Recommend that the Text Amendment to Chapter 21, Refuse Code, Section 300.7, be approved and the Ordinance be passed.) Total 20 minutes. Presentation 5 minutes. Q/A 15 minutes.**
- D. **City Manager’s Discussion**
 - E. **Mayor’s Discussion**

- F. City Aldermen's Discussion**
- G. Executive Session - cite section**
- H. Adjournment**
- I. Notes**



FOR COUNCIL: March 9, 2015

SUBJECT: Council Proceedings of February 23, 2015

RECOMMENDATION/MOTION: Recommend that the reading of the minutes of the previous Council Proceedings of February 23, 2015, be dispensed with and the minutes approved as printed.

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

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

BACKGROUND: The Council Proceedings of Council Proceedings of February 23, 2015 have been reviewed and certified as correct and complete by the Chief Deputy Clerk.

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

Renee Gooderham, Interim City Clerk

Recommended by:

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

David A. Hales
City Manager

Attachments: Attachment 1. Draft Council Proceedings for February 23, 2015

Motion: That the reading of the minutes of the previous Council Proceedings of February 23, 2015 be dispensed with and the minutes approved as printed.

Motion: _____ Seconded by: _____

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

**COUNCIL PROCEEDINGS
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS**

The Council convened in regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, February 23, 2015.

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

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

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

Council Absent: Mayor Tari Renner.

City Manager David Hales, Chief Deputy Clerk Renee Gooderham, and Corporate Counsel Jeff Jurgens were also present.

Staff Absent: Tracey Covert, City Clerk.

PUBLIC COMMENT: Mayor Renner opened the Public Comment section of the meeting. He added that there would not be a response from the City under the Public Comment portion of the meeting.

Alton Franklin, 506 Patterson Dr., addressed the Council. He noted that the Marine Corp was celebrating the seventh (70th) anniversary of Iwo Jima. He believed that everyone deserved to be heard. Courtesy was required. He believed Aldermen Stearns and Lower recognized budget spending cuts. There were more cuts available.

Josh Schmidgall, 2212 Beacon Ct., addressed the Council. He cited taxes: utility, local motor fuel, property, amusement video gaming, and liquor.

Patricia Marton, 1114 E Grove St., addressed the Council. She continued to advocate for Elder Abuse awareness. She stated that the Illinois Attorney General's website had a list of resources for same.

Gary Lambert, 3018 E Oakland Ave., addressed the Council. He noted that the Citizens Survey ranked infrastructure second (2nd), public safety was first (1st). He reminded Council that today was tomorrow's yesterday. He had read the proposed budget. He cited USCC capital expenses of \$2.5 million.

Rick Heiser, 810 W. Jefferson, addressed the Council. He believed that employees were treated as replaceable. He was satisfied with their quality of work. He believed that

Gov. Rauner's budget proposal would make matters worse. He anticipated service cuts made, affecting the most vulnerable citizens.

The following was presented:

Appointment of Van Miller to the Bloomington Library Board of Trustees.

Mayor Pro Tem Schmidt introduced Van Miller. Van Miller, 5 Ridgewood Terrace, addressed the Council. He worked in the office of Advancement at IWU. He had resided in the Community for fifteen (15) years. He was excited to serve the Community.

The following was presented:

Reappointment of Vicki Lynn Tilton to the Cultural District Commission.

The following was presented:

SUBJECT: Council Proceedings of February 9, 2015

RECOMMENDATION/MOTION: Recommend that the reading of the minutes of the previous Council Proceedings of February 9, 2015, be dispensed with and the minutes approved as printed.

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

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

BACKGROUND: The Council Proceedings of Council Proceedings of February 9, 2015 have been reviewed and certified as correct and complete by the Chief Deputy Clerk.

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

Renee Gooderham, Chief Deputy Clerk

Recommended by:

David A. Hales
City Manager

Motion by Alderman Painter, seconded by Alderman Hauman that the reading of the minutes of the previous Council Proceedings of February 9, 2015, be dispensed with and the minutes approved as printed.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Bills and Payroll

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

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

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

FINANCIAL IMPACT: Total disbursements to be approved \$4,179,241.89, (Payroll total \$2,211,692.16, PCard total \$142,956.70, Accounts Payable total \$1,824,593.03)

Respectfully submitted for Council consideration.

Prepared by: Patti-Lynn Silva, Director of Finance

Recommended by:

David A. Hales
City Manager

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Appointment to the Bloomington Library Board of Trustees and Reappointment to the Cultural District Commission

RECOMMENDATION/MOTION: That the Appointments be approved.

STRATEGIC PLAN LINK: Goal 4. Strong neighborhoods.

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

BACKGROUND: I ask your concurrence in the appointment of Van Miller of 5 Ridgewood Terrace, Bloomington 61701 to the Bloomington Library Board of Trustees. He will be replacing Monica Brigham who resigned effective January 22, 2015. Van will complete Monica's three (3) year term which will expire April 30, 2017.

I ask your concurrence in the reappointment of Vicki Lynn Tilton of 200 W. Monroe, #501, Bloomington 61701 to the Cultural District Commission. Her three (3) year term will be May 1, 2015 to April 30, 2018.

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

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by:

Beth Oakley, Executive Assistant

Recommended by:

Tari Renner
Mayor

Motion by Alderman Painter, seconded by Alderman Hauman that the Appointments be approved.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Purchase of Sewer Cleaning Truck using the National Joint Powers Alliance joint purchasing Contract Number 022014-FSC and request to approve a Budget Amendment in the FY 2014 Capital Lease in the FY 2015 Budget for the purchase

RECOMMENDATION/MOTION: Recommend that the purchase of one (1) Vactor 2100 Plus using the National Joint Powers Alliance joint purchasing Contract Number 022014-FSC with Coe Equipment Inc., from Rochester, Illinois for the amount of \$312,403 be approved and recommend that the Budget Amendment Ordinance be passed and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: The Street and Sewer Division currently has a 2004 International 7400 with a Vactor sewer cleaning body that was due to be replaced last FY14. Due to budget concerns this purchase was delayed. This unit is used in the daily operation of the Streets and Sewer Division. It is used to clean storm water inlets during heavy rains or snow melt off. It is used in emergencies to clean blockages in City owned sewer pipes that are causing backups in resident's homes. It is utilized in the 30, 60, 90 day maintenance program of the sewer and storm water drainage systems. The program consists of Sewer Cleaning: Catch Basin Cleaning: Jet Rodding/Jet Flushing of sewer lines: Wet Well/Lift Station maintenance: and Storm Line Cleaning. The City's Vactor Sewer Truck has serviced a total of 60,180 feet of sanitary sewer lines in the month of January 2015.

The maintenance cost to date for this unit is \$194,521.20. The unit has had engine issues with the engine. Staff has replaced the head gasket, turbo, water pump, injectors, and thermostat. The fuel tank and body debris screen have rusted through and been repaired. The unit has had steering, A/C, and electrical problems. The body has had issues with the jet rodder pump, front hose reel, and the extendable boom.

Staff has also priced this unit using the State of Minnesota Venture Contract number 390-1112 with a cost of \$383,116.00 and the (SPC) Suburban Purchasing Cooperative Contract number 127 with a cost of \$379,089.00.

National Joint Powers Alliance (NJPA) is a public agency that serves as a member focused cooperative for over 50,000 member agencies nationally. NJPA offers a multitude of cooperatively contracted products, equipment and service opportunities to education and government entities throughout the country.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None.

FINANCIAL IMPACT: Streets and Sewer Division of the Public Works Department had \$306,159.00 budgeted last fiscal year in FY 2014 Capital Lease-Capital Outlay Licensed Vehicles (40110130-72130) the replacement unit will cost \$312,403 the value for the trade in unit is \$65,000.

Respectfully submitted for Council consideration.

Prepared by: Rob Krones - Superintendent of Fleet Maintenance

Reviewed by: Steve Rasmussen, Assistant City Manager

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

ORDINANCE NO. 2015 – 12

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2015**

WHEREAS, on April 21, 2014 by Ordinance Number 2014 - 35, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2015, which Ordinance was approved by Mayor Tari Renner on April 28, 2014; and

WHEREAS, a budget amendment is needed as detailed below;

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

Section One: Ordinance Number 2014 - 35 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2015) is further hereby amended by inserting the following line item and amount presented in ***Exhibit #1*** in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2014 - 35 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2014 - 35.

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

PASSED the 23rd day of February 2015.

APPROVED the 24th day of February 2015.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Exhibit 1

Account #	Fund	Account Description	Amount
40110130-72130	Capital Lease	Police-Capital Outlay Licensed Vehicle	\$312,403
		Net Budget Increase/Decrease	\$312,403

Motion by Alderman Painter, seconded by Alderman Hauman - that the purchase of one (1) Vactor 2100 Plus using the National Joint Powers Alliance joint purchasing Contract Number 022014-FSC with Coe Equipment Inc., from Rochester, Illinois for the amount of \$312,403 be approved and recommend that the Budget Amendment Ordinance be passed and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Extension of the Intergovernmental Agreement for Fire Station Maintenance & Operating Agreement for Fire Station No. 3 and Fire Station No. 6

RECOMMENDATION/MOTION: Recommend that the Extension of the Intergovernmental Agreement for Fire Station Maintenance & Operating Agreement for Fire Station No. 3 and Fire Station No. 6 be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: An Intergovernmental Fire Station Maintenance and Operating Agreement (IGA) exists with Central Illinois Regional Airport (CIRA) that governs the City's occupation and maintenance responsibilities for Fire Station No. 3. This Agreement was entered into in 1995 and is set to expire February 28, 2015. Accordingly, the purpose of the Extension Agreement is to extend the terms of the existing Agreement to March 1, 2016, or to the date on which a new agreement is entered into between the City and CIRA, whichever is the earliest to occur.

The extension is necessary to provide both parties enough time to negotiate and develop an IGA for fire protection services to CIRA from Fire Station #6 and to negotiate the terms upon which the City will remain in possession of the property on which Fire Station #3 currently operates. The original agreement only covers Fire Station No. 3. The IGA Agreement does incorporate Fire Station No. 6, which currently provides Federal Aviation Administration (FAA) required services to CIRA. At the time of the original agreement, Fire Station No. 3 provided the FAA required services to CIRA. As part of the renegotiation of the agreement, City staff anticipates the inclusion of more detailed and updated terms reflecting the current status and costs of the services provided to CIRA.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Lisa A. Petrilli, Sorling Northrup Attorney

Review by: Jeffrey R. Jurgens, Corporation Counsel

Review by: Brian Mohr, Fire Chief

Recommended by:

David A. Hales
City Manager

AGREEMENT EXTENSION

The City of Bloomington (“City”) and the Bloomington-Normal Airport Authority of McLean County, Illinois (“Authority”) agree to extend the Intergovernmental Fire Station Maintenance and Operating Agreement (“Agreement”) originally entered into by the Parties on April 13, 1995.

RECITALS:

WHEREAS, the City and the Authority entered into the Agreement attached hereto as **Exhibit A** with a 20 year term expiring February 28, 2015; and

WHEREAS, the City and the Authority are in the process of negotiating new agreements related to the fire stations currently occupying Authority property; and

WHEREAS, the Parties intend for this Agreement Extension (“Extension”) to provide for Fire Station #3 and Fire Station #6;

WHEREAS, it is necessary to provide for the extension of the existing Agreement while the Parties negotiate the terms of a new agreement;

NOW, THEREFORE, the Parties do agree as follows:

- A. The above recitals shall be incorporated into this Extension.
- B. This Extension shall begin on March 1, 2015 and shall terminate upon the first of the following to occur: (1) March 1, 2016; or (2) the date on which a new intergovernmental agreement related to the maintenance and operation of fire station(s) on the Authority's property has been executed and approved by both Parties.
- C. The following terms and paragraphs shall replace the corresponding terms and paragraphs of the Agreement:

2. City shall continue to occupy, use, and be responsible for maintenance of Fire Station #3 and Fire Station #6. City shall be responsible for all grounds maintenance as well as utilities costs associated with the operation of Fire Station #3 and Fire Station #6.

3. City will furnish Fire Station #6 at least one pumping equipment vehicle equipped for structural fire fighting with a capacity of 1,250 gallons per minute and suitable for structural fire extinguishing both on and off airport premises and such first aid, hose drying facilities, and other appurtenances and equipment as the City may deem necessary for the support of such vehicle, and shall maintain the equipment so supplied by City it in good working condition. City may furnish other equipment as it deems desirable or appropriate to Fire Station #3 and Fire Station #6. Authority shall provide for all necessary Aircraft Rescue and Firefighting vehicles as required by the FAA regulation or deemed necessary to support aircraft rescue and firefighting services. City agrees to, at all times, provide for housing of said Authority vehicles within the confines of Fire Station #6.

4. City shall maintain its own equipment as well as all equipment furnished by Authority under the preceding paragraph hereof. This maintenance shall include all radios equipped in vehicles. As regards maintenance, Authority, at its expense, may arrange for a manufacturer's representative to visit Fire Station #6 to inspect the vehicles and to provide training to the fire fighters and those individuals responsible for maintenance of the Authority vehicle(s).

5. City may use one of Authority's vehicles off of Authority's property for a limited time in the event of an emergency as agreed upon by City and Authority. In the event that a vehicle leaves Authority property to assist in an off-site emergency, City agrees that all remaining Authority vehicles shall remain on Authority property and shall be fully staffed and functional. At no time shall there exist a situation where all Authority provided vehicles are either out of service or located off of Authority property. In the

event that Authority determines that it is necessary or appropriate for it to take possession of any of its vehicles located in Fire Station #6, Authority's Operations Manager or Authority's Director of Aviation shall advise the City's Fire Chief in advance of the need to remove the vehicle.

8. City shall staff Fire Station #6 with fire fighters trained to a sufficient level to meet all of the Federal Aviation Administration requirements as dictated under FAR Part 139. A current copy of FAR Part 139 is attached as an Appendix to this Extension. The parties acknowledge that FAR Part 139 will be revised from time to time by the Federal Aviation Administration and as it is revised, the City agrees to meet the required training standards.

D. In all other respects and to the extent that the terms of this Extension do not conflict, the terms of the Agreement entered into by Parties remains in full force and effect without modification throughout the duration of this Extension. Said Extension shall apply both Fire Station #3 and Fire Station #6 except where indicated.

CITY

AUTHORITY

City of Bloomington

Bloomington-Normal Airport Authority
of McLean County, Illinois

By: Tari Renner

By: Carl Olson

Its: Mayor

Its: Executive Director

ATTEST:

ATTEST:

Tracey Cover

Lynnette Hindman

Its: City Clerk

Its: Executive Secretary

Motion by Alderman Painter, seconded by Alderman Hauman that the Extension of the Intergovernmental Agreement for Fire Station Maintenance & Operating Agreement for Fire Station No. 3 and Fire Station No. 6 be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.**The following was presented:**

SUBJECT: Ratification of Contract with AFSCME Local 699 for the Bloomington Public Library for the period of May 1, 2014 through April 30, 2017

RECOMMENDATION/MOTION: Recommend that the Contract be ratified and the Mayor and City Clerk be authorized to execute the necessary document.

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

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

BACKGROUND: In May 2014 the parties began negotiating the terms for a collective bargaining agreement to replace the Agreement that would expire on April 30, 2014. The expired contract can be located at www.cityblm.org under Human Resources in a folder titled Labor Contracts. A draft of the new Collective Bargaining Agreement has been provided to the Council. On January 21, 2015, the parties reached Tentative Agreement on the issues listed below. The Union has already ratified the Tentative Agreement.

Wages and Benefits

- May 1, 2014 wage increase of 2.25% with retroactivity.
- May 1, 2015 wage increase of 2.25%.
- May 1, 2016 wage increase of 2.25%
- One-time salary adjustment for Library Associate and Library Technical Assistant positions, said adjustment to be effective May 1, 2014.

Health Insurance

- Addition of Affordable Care Act Language

Term of Agreement

- 3 year Agreement

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: City Council and ASSCME Local 699 employees.

FINANCIAL IMPACT: The financial impact of the Tentative Agreements includes:

- Increase in wage tables by 2.25% effective May 1, 2014, increase in wage tables by 2.25% effective May 1, 2015, increase in wage tables by 2.25% effective May 1, 2016. Estimated cost of these wage increases for employees during the term of the contract, excluding longevity increases, is approximately \$164,608.

Respectfully submitted for Council consideration.

Prepared by: Gayle Tucker, Library HR Manager
Reviewed by: Georgia Bouda, Library Director
Legal review by: Jeffrey R. Jurgens, Corporation Counsel
Recommended by:

David A. Hales
City Manager

Motion by Alderman Painter, seconded by Alderman Hauman that the Contract be ratified and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Resolution Regarding Temporary Closing of State Right of Way for Annual Community Events

RECOMMENDATION: Recommend that the Resolution be adopted.

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

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

BACKGROUND: The Illinois Department of Transportation (IDOT) requires that Council adopt a Resolution requesting permission to close or hinder traffic on a State Route.

Typically the City only has two (2) requests each year for parades on a State Route, (US Route 51) which involves the Memorial Day, Labor Day Bike Jaycee Criterium Bike Race and Christmas Parades. IDOT has requested that each municipality that experiences multiple parades on a State Route pass one (1) blanket Resolution at the beginning of each calendar year in order

to minimize paperwork and manpower expenses.

Therefore, staff respectfully requests that Council adopt the Parade Resolution and further, that the Mayor and City Clerk be authorized to execute the necessary document. Upon adoption and execution, the Resolution will be forwarded to IDOT.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Renee Gooderham, Chief Deputy Clerk

Reviewed by: Brian Mohr, Fire Chief
Jim Karch, Director of Public Works
Brendan Heffner, Police Chief

Reviewed as to legal sufficiency: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2015 - 7

RESOLUTION REGARDING TEMPORARY CLOSING OF STATE RIGHT OF WAY ANNUAL COMMUNITY EVENTS

WHEREAS, the City of Bloomington sponsors parades, road races, festivals and other such events which constitute a public purpose; and

WHEREAS, many of these events are held on State rights of way which will require the temporary closure of said highways; and

WHEREAS, Section 4-408 of the Illinois Highway Code, 605 ILCS 5/1-101 et seq., authorizes the State of Illinois Department of Transportation (IDOT) to issue permits to local authorities to temporarily close portions of State Highways for such public purposes.

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

SECTION 1

The City of Bloomington requests an annual permit allowing the temporary closure of State highways for the purpose of conducting various parades, road races, festivals, and other such

events. By receiving an annual permit, the City will be required to notify the Department in writing approximately ten (10) days in advance of all road closures so that all emergency agencies will be notified of the proposed event.

SECTION 2

(A) That traffic from the closed portion of highway shall be detoured over routes with an all-weather surface that can accept the anticipated traffic, which will be maintained to the satisfaction of the Department and which is conspicuously marked for the benefit of traffic diverted from the State highway, except as provided in Subsections (B) and (C) hereof.

(B) That when a marked detour is not provided, police officers or authorized flaggers shall, at the expense of the City of Bloomington, be positioned at each end of the closed section of roadway and at other points as may be necessary to assist in directing traffic through the temporary detour.

(C) That when the roadway is closed for less than 15 minutes, police officers or authorized flaggers, at the expense of the City of Bloomington shall stop traffic for a period not to exceed fifteen (15) minutes and an occasional break shall be made in the procession so that traffic may pass through.

SECTION 3

That the City of Bloomington assumes full responsibility for the direction, protection and regulation of the traffic during the time the detour is in effect.

SECTION 4

That all debris shall be removed by the City of Bloomington prior to reopening the State highway.

SECTION 5

That the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices (MUTCD).

SECTION 6

That the City of Bloomington hereby agrees to assume all liabilities and pay all claims for any damage which shall be occasioned by the closing described above and to hold harmless the State of Illinois from all claims arising from the requested road closings.

SECTION 7

That a copy of this resolution be forwarded to the Illinois Department of Transportation; District 5 Bureau of Operations, 13473 IL Hwy. 133, P. O. Box 610, Paris, Illinois 61944-0610 to serve

as authorization for the City of Bloomington to request highway closures through December 31, 2015.

ADOPTED this 23rd day of February, 2015.

APPROVED this 24th day of February, 2015.

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Painter, seconded by Alderman Hauman that the Resolution be adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Application of Hy-Vee, Inc., d/b/a Hy-Vee C-store, located at 1405 N. Veterans Pkwy., requesting a GPBS liquor license which would allow the sale of packaged beer and wine only for consumption off the premises seven (7) days a week

RECOMMENDATION/MOTION: That a GPBS liquor license for Hy-Vee, Inc., d/b/a Hy-Vee C-store, located at 1405 N. Veterans, be created, contingent upon compliance with all applicable health and safety codes.

STRATEGIC PLAN LINK: Goal 4. Grow the local economy.

STRATEGIC PLAN SIGNIFICANCE: Objective 4.a. Retention and growth of current local business.

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the request of Hy-Vee, Inc., d/b/a Hy-Vee C-store, located at 1405 N. Veterans Pkwy., requesting a GPBS liquor license which would allow the sale of packaged beer and wine only for consumption off the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel and Renee Gooderham, Chief Deputy Clerk and Andrew Cochran, Hy-Vee Store Director, applicant representative.

Staff Absent: Tracey Covert, City Clerk.

Commissioner Renner opened the liquor hearing and noted this request was for the second (2nd) liquor license.

Commissioner Jordan questioned Hy-Vee C-store management. Andrew Cochran, Hy-Vee Store Director, addressed the Commission. The C-store would have different managers from those at the grocery store/restaurant. Same would require BASSETT (Beverage Alcohol Sellers and Servers Education) certification.

Commissioner Jordan questioned minimum employment age. Mr. Cochran stated eighteen (18).

Commissioner Tompkins questioned whether single serve alcoholic beverages. Mr. Cochran responded affirmative.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan to recommend to Council that GPBS liquor license for Hy-Vee, Inc., d/b/a Hy-Vee located at 1403 N. Veterans Pkwy., be approved contingent upon compliance with all health safety codes.

Motion carried (viva voce).

Commissioner Renner stated that this item would appear on the Council's February 23, 2015 Consent Agenda. He encouraged them to attend same.

There being no further business before the Commission, the meeting recessed at 4:14 p.m.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on February 2, 2015 in accordance with City Code. In accordance with City Code, approximately 64 courtesy copies of the Public Notice were mailed on February 2, 2015. In addition, the Agenda for the February 10, 2015 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: Annual fee for a GPBS liquor license is \$1180.

Respectfully submitted for Council consideration.

Prepared by:

Renee Gooderham, Chief Deputy Clerk

Reviewed by:

George D. Boyle, Corporation Counsel

Recommended by

Tari Renner
Mayor

Motion by Alderman Painter, seconded by Alderman Hauman that a GPBS liquor license for Hy-Vee, Inc., d/b/a Hy-Vee C-store, located at 1405 N. Veterans, be created, contingent upon compliance with all applicable health and safety codes.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Application of Hy-Vee, Inc., d/b/a Hy-Vee located at 1403 N. Veterans Pkwy., requesting an RAPS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises and the sale of all types packaged alcohol for consumption off the premises seven (7) days a week

RECOMMENDATION/MOTION: That an RAPS liquor license for Hy-Vee, Inc., d/b/a Hy-Vee, located at 1403 N. Veterans Pkwy, be created, contingent upon compliance with all applicable health and safety codes.

STRATEGIC PLAN LINK: Goal 4. Grow the local economy.

STRATEGIC PLAN SIGNIFICANCE: Objective 4.a. Retention and growth of current local business.

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the request of Hy-Vee, Inc., d/b/a Hy-Vee located at 1403 N. Veterans Pkwy., requesting an RAPS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises and the sale of all types packaged alcohol for consumption off the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel and Renee Gooderham, Chief Deputy Clerk and Andrew Cochran, Hy-Vee Store Director, applicant representative.

Staff Absent: Tracey Covert, City Clerk.

Commissioner Renner opened the liquor hearing and noted that Hy-Vee had two (2) requests for liquor license. Andrew Cochran, Hy-Vee Store Director, addressed the Commission. Mr. Cochran stated the RAPS liquor license would be used for the grocery store and restaurant. The restaurant will be known as Hy-Vee Market Grill and would operate similar to Applebee's. There will be a hostess located at the front handling seating and a full bar available for consumption.

Commissioner Tompkins questioned two (2) applications. Mayor Renner clarified that the requests were for two (2) different locations, requiring two (2) licenses.

Commissioner Tompkins noted the location of a larger alcohol retailer. Mr. Cochran acknowledge same.

Commissioner Jordan questioned precautions taken to separate the restaurant and grocery store. Mr. Cochran responded that essentially the grocery store and restaurant were two (2) separate spaces. The interior spaces were separated by walls with double doors. The restaurant had an exterior entrance separate from the store.

Commissioner Jordan questioned management of both. Mr. Cochran confirmed he would manage both.

Commissioner Jordan noted Hy-Vee's concept was new to the community.

George Boyle, Asst. Corporation Counsel, addressed the Commission. He provided Commissioners with Chapter 6. Alcoholic Beverages. Section 4B. Creation of New License – Findings. He recommended that the Commission refer to same when making recommendations.

Commissioner Tompkins questioned staffing. Mr. Cochran replied that employees would be hired specially for the store or restaurant.

Commissioner Tompkins questioned BASSETT (Beverage Alcohol Sellers and Servers Education) certification. Mr. Cochran stated that he was certified. Same would be a requirement for all management.

Commissioner Jordan questioned alcohol service hours. Mr. Cochran stated that alcohol could be ordered without food. The hours were 6:00 a.m. - 10:00 p.m. Sunday through Thursday and 6:00 a.m. - 11:00 p.m. Friday and Saturday. He noted that BASSETT certification would assist with alcohol only orders.

Commissioner Tompkins questioned video gaming. Commissioner Jordan noted that the lease prohibited gaming.

Commissioner Jordan believed the Council should decide granting the application.

Motion by Commissioner Tompkins, seconded by Commissioner Renner to recommend to Council that an RAPS liquor license for Hy-Vee, Inc., d/b/a Hy-Vee located at 1403 N. Veterans Pkwy., be approved contingent upon compliance with all health safety codes.

Ayes: Commissioners Tompkins and Renner.

Present: Commissioner Jordan.

Motion carried.

Commissioner Renner stated that this item would appear on the Council's February 23, 2015 Consent Agenda. He encouraged them to attend same.

There being no further business before the Commission, the meeting recessed at 4:12 p.m.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on February 2, 2015 in accordance with City Code. In accordance with City Code, approximately 267 courtesy copies of the Public Notice were mailed on February 2, 2015. In addition, the Agenda for the February 10, 2015 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: Annual fee for an RAPS liquor license is \$2,210.

Respectfully submitted for Council consideration.

Prepared by: Renee Gooderham, Chief Deputy Clerk

Reviewed by: George D. Boyle, Corporation Counsel

Recommended by

Tari Renner
Mayor

Motion by Alderman Painter, seconded by Alderman Hauamn that an RAPS liquor license for Hy-Vee, Inc., d/b/a Hy-Vee, located at 1403 N. Veterans Pkwy, be created, contingent upon compliance with all applicable health and safety codes.

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

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

Nays: None.

Motion carried.**The following was presented:**

SUBJECT: One (1) year Extension of Auditors Contract

RECOMMENDATION/MOTION: Recommend that the audit contract with Sikich, LLP for annual audit of the City and US Cellular Coliseum (USCC) and other advisory consulting services as required be extended for one (1) year and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: The City has used Sikich for its annual city-wide audit for the last seven (7) years ending with the fiscal year 2014. Sikich audits the City, USC, and Bloomington Library as part of their annual contract. In April 2013, Council approved a two (2) year extension of the audit contract with Sikich as there were key vacancies within the department, was operating in the Munis post live environment, and was investigating numerous issues.

Sikich has partnered with the City on a variety of scopes of work outside the annual audit including a forensic audit, city-wide cash handling study and multiple organizational assessments. The Finance department respectfully requests an extension of one (1) year to provide continuity for the proposed internal audit program; allowing the internal auditors to leverage the work and documentation of Sikich.

Sikich has agreed to hold their constant fee for one (1) year. Finance plans to hold a competitive bid for audit services in January of 2016.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Sikich has quoted the following fees to extend the contract one (1) year:

	Actual FY2014 Fees	Quoted FY2015 Fees	% increase
City Audit	\$83,200	\$83,200	-0-
U.S.Cellular Coliseum	\$35,900	\$35,900	-0-

Funding for the FY 2015 annual financial statement audits are included in the FY 2016 proposed budget. The City Audit is budgeted under Finance-Auditing Services account (10011510-70090). Stakeholders can locate this in the Proposed FY 2016 Budget Book titled "Budget Overview & General Fund" on page 140. The U.S. Cellular Coliseum Audit is budgeted under City Coliseum-Auditing Services account (57107110-70090). Stakeholders can locate this in the

Proposed FY 2016 Budget Book titled "Other Funds and Capital Improvement Program" on page 151.

Respectfully submitted for Council consideration.

Prepared by: Paulette Hurd, Chief Accountant

Financial & Budgetary review by: Patti-Lynn Silva, Finance Director
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

(ON FILE IN THE CLERK'S OFFICE.)

Motion by Alderman Painter, seconded by Alderman Hauman that the audit contract with Sikich, LLP for annual audit of the City and US Cellular Coliseum (USC) and other advisory consulting services as required be extended for one (1) year and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Renewal of Good Energy Service Agreement

RECOMMENDATION/MOTION: Recommend that the Amendment to the Service Agreement with Good Energy, L.P. be approved and the Resolution be adopted, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1e. Partnering with others for the most cost-effective service delivery.

BACKGROUND: Good Energy was engaged by the City in May of 2012 to provide marketing services for the opt out electricity aggregation program. This contract expired in December of 2014. This Amendment extends that contract for an additional two (2) years so that Good Energy can begin service provider negotiations on our behalf, along with the other forty (40) municipalities in the aggregation consortium, on March 12, 2015. To summarize the fees involved, there are fees that Good Energy receives for their services and a civic contribution that is paid by the electric provider directly back to the City. The fees that Good Energy receives for their services are based on an electricity usage formula and are paid to Good Energy by the electric customers at the rate of $\frac{3}{4}$ of $\frac{1}{10}$ of one cent per kilowatt hour (\$0.00075/kWh). As an example, based on last year's usage, the amount Good Energy would receive for their services to the City would be about \$114,000. The civic contribution that would accrue back to the City would be about \$225,000. The savings realized by residents would be about \$305,000 or about \$17 per year per residential customer.

FINANCIAL IMPACT: Good Energy, L.P., fees will be paid by the selected electricity supplier per kWh (volumetrically) for electricity purchased for the duration of the municipal contract. Such fees will be consistent with those fees paid for other nearby municipalities.

Respectfully submitted for Council consideration.

Prepared by: Stephen Rasmussen, Assistant City Manager

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

AMENDMENT TO THE SERVICES AGREEMENT

This Amendment to the Services Agreement, by and between the City of Bloomington (City), Illinois, located at 109 East Olive Street, Bloomington, Illinois and Good Energy, L.P., with offices located at 232 Madison Avenue, 3rd Floor, New York, NY 10016 (collectively, the "Parties") is hereby entered into as of _____, 2015.

WHEREAS, the Parties entered into a Services Agreement (the "Agreement") on December 1, 2011, a copy of which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the original term of the Agreement expires December 2014; and

WHEREAS, the Parties desire to renew and extend the Agreement under the same terms and conditions contained therein; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and in the Agreement, and other good and valuable consideration given and received, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Agreement shall extended on its original terms and conditions for an additional two (2) years, from January 1, 2015 to December 31, 2016.
2. This Amendment binds the Parties and their successors or assigns.
3. This document, including the attached original Agreement, constitutes the entire agreement between the Parties, superseding any prior understandings, arrangements or agreements whether in writing or oral.
4. All other terms, conditions, and provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates set forth below, to be effective as of the date first set forth above

GOOD ENERGY, L.P.
By: Good Offices Technology Partners, LLC,

CITY OF BLOOMINGTON, ILLINOIS

General Partner

Sign: _____
Print: _____
Title: _____
Date: _____

Sign: _____
Print: Tari Renner
Title: Mayor
Date: February 24, 2015

(EXHIBIT A ON FILE IN THE CLERK'S OFFICE.)

Motion by Alderman Painter, seconded by Alderman Hauman that the Amendment to the Service Agreement with Good Energy, L.P. be approved and the Resolution be adopted, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Analysis of Bids for the Miller Park Zoo Flamingo Exhibit construction

RECOMMENDATION/MOTION: Recommend that the bids be rejected and the project be rebid.

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

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

BACKGROUND: On February 3, 2015 at 11:00 A.M., bids were publicly opened and read for the construction of the Flamingo Exhibit at the Miller Park Zoo.

Four proposals were received from the following companies:

FIRM	Base Bid	Alternate #1	Alternate #2	Alternate #3	Unsuitable Soil
J Spencer Construction	\$331,900	\$13,440	\$12,650	\$3,960	\$133.00
Tarter Construction	\$331,726	\$14,216	\$9,913	\$4,448	\$125.00
English Brothers Company	\$371,690	\$12,172	\$11,440	\$3,355	\$51.75
P.J. Hoerr	\$343,800	\$14,000	\$9,275	\$5,000	\$140.00

Base bids involved the primary construction of the exhibit. Alternate #1 included the fencing for the exhibit. Alternate #2 included the landscaping for the project. Alternate #3 included the wooden screen fence around the Entrance Building air conditioners. Unsuitable soil calculation is for poor soil/engineering fill for this project by the cubic yard.

The budget for the construction is \$196,870 (\$250,000 minus architecture/engineering fees (\$53,130). Since the lowest base bid is \$331,726, the project will need to be changed to have the total cost of the exhibit closer to the budget.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: A request for bids was sent out via normal City Purchasing procedures. Zoo staff also provided a list of construction firms from around the nation. The request was received by thirty-one (31) different groups or individuals. This work was advertised in The Pantagraph on January 8, 2015 and a pre-bid meeting was held at 1:00 PM on January 15, 2015 in the Main Classroom at the Miller Park Zoo.

FINANCIAL IMPACT: Construction for the flamingo exhibit was approved in FY2015. Total cost (design and construction) is \$250,000. The Miller Park Zoological Society is contributing \$100,000 and the City portion will be \$150,000. It is a public-private partnership of which the

Zoo is proud to be a part. By rejecting bids, the Zoo staff intends to keep this project within budget. This council memo will have no financial impact.

Respectfully submitted for Council consideration.

Prepared by: Jay Tetzloff, Superintendent of Zoo and Interim Director of Parks, Recreation, and Cultural Arts

Reviewed by: 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

Alderman Lower questioned tabling the project. David Hales, City Manager, addressed the Council. He questioned the status of submitted proposals. Jeff Jurgens, Corporation Counsel, addressed the Council. He stated that proposals would require pricing expiration review. He recommended formally rejecting proposals submitted and tabling the project indefinitely.

Alderman Black questioned the Miller Park Zoological Society funding. Jay Tetzloff, Zoo Supt., addressed the Council. He believed staff could change the design, lowering costs.

Motion by Alderman Lower, seconded by Alderman Stearns to table the project indefinitely.

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

Ayes: Aldermen Stearns and Lower.

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

Motion failed.

Motion by Alderman Hauman, seconded by Alderman Painter that the bids be rejected and the project be rebid.

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

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

Nays: Aldermen Stearns and Lower.

Motion carried.

The following was presented:

SUBJECT: Award of Internal Audit Services Contract

RECOMMENDATION/MOTION: Recommend that the Contract for Internal Audit Services to Bronner Group, LLC be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: During the FY2015 budget cycle Council restored the proposed internal audit program. The Finance Department explored opportunities to outsource this program conducting a Request For Proposals (RFP) from qualified firms. Finance, Information Services and the Administration Departments interviewed three (3) firms and jointly recommend Bronner Group. The panel chose a full service firm that could partner through this multi-year project.

Bronner Group is a nationally known firm focusing exclusively on public sector clients. For over twenty seven (27) years Bronner Group has been working at the federal, state and local levels. Understanding the need to help clients demonstrate responsible management of public funds and services. Bronner Group is well matched for the City's goals of furthering accountability, transparency, and the desire to enhance operational effectiveness.

Bronner Group began in 1987 and was founded by Gila Bronner, President and CEO (resume attached). Gila is a widely recognized expert on auditor independence, and is a nationally recognized authority on government compliance and oversight, and is a national educator for government executives i.e. governors, mayors, board members, city managers and finance staff. Gila will be serving as the engagement director and will personally implement the City's internal audit program with her team of subject matter experts (SME's). Bronner has praised the City for being on the forefront of internal audit noting that many public sector clients implement audit programs only as mandated by funding or after a major problem is identified. Bronner is excited about establishing an internal audit program, proactively; that can serve as a model for other local agencies and has bid discounted hourly rates.

The addition of internal audit resources will position the City with the appropriate checks and balances but will set a course for enterprise effectiveness. Internal audit casts a wide net of available resources that can be utilized for many purposes and is not limited to only financial

checks and balances but delivers quantitative and qualitative results. Top services provided by internal auditors in 2014 included:

1. Enterprise Risk Management (ERM): generally considered a silver bullet for improving governance and organizational results by identifying key objectives and managing the risks associated with those objectives for effective governance.
2. Business Continuity and Disaster Recovery Programs: establishing a preparedness program is one of the best investments and entity can make providing operational resiliency which is becoming an overarching organizational priority.
3. Information Security and Privacy Efforts: Auditing information security and protection of assets is an organizational risk moving to the forefront. This is a long term assurance effort that is critical.
4. Performance Accountability: provides assurance on the organizations, governance, risk management, and control processes.
5. Quality of Enterprise Information: directly affecting organizational results and should be assessed regularly – information management.
6. IT functions efforts to meet business needs for effectiveness, efficiency, and customer service.
7. Process Management/Continuous Improvement or Six Sigma or LEAN programs.

All of these resources are available and could be considered through the Bronner Group project approach and city-wide risk assessment. Below is a general overview of the project approach:

1. Startup/Project Plan: Roles, responsibilities, and communication protocols will be developed. Governance of the internal audit program will need to be established at the Board level.
2. City-Wide Risk Assessment: Communication with key stakeholders: board members and city staff. Identify universal strategic and operational risks to obtain and understanding of the City's strategic plan objectives and goals. Assess internal and external audit risks related to the City, its operations, and management. Evaluate risks, likelihood, and impact.
3. Developing an Audit Plan: List each internal audit that will be conducted, establish scope and timeframe as directed.
4. Designing the Audit Program: Key stakeholder input to establish shared expectations, review design addresses City's needs.
5. Conducting the Audits: Audit planning, fieldwork, evaluation, preparation of reports, final reports.
6. Communication with Stakeholders: regular and frequent status reports.
7. Post audit follow up and reassessment: Bronner will review and monitor recommendations and corrective action plans on all audits, special projects and other plans developed.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: An RFS was sent out via normal City Purchasing procedures. A total of ten (10) responses were received. This work was advertised in the Pantagraph on September 30, 2014.

FINANCIAL IMPACT: Costs associated with the Internal Audit Program were budgeted in FY 2015 for \$95,000 and subsequently reduced during the budget freeze to \$20,000 in the Other Professional & Technical Services (10011510-70220). Staff anticipates the project to begin in March 2015 and should have ample funds to begin. The FY 2016 budget, as currently proposed, does include \$95,000 for further implementation of the program. See estimated project costs below:

Bronner has bid a discounted blended rate for all staff at \$145/hour plus expenses. Actual hours for this multi-year engagement will be determined by the City Council or its designees.

Phase	Estimated Hours	Cost
Start Up/Project Plan	20	\$2,900
City-Wide Risk Assessment	160	\$23,200
Developing Audit Plan	40	\$5,800
Designing Audit Programs	100	\$14,500
Conducting Audits	400	\$58,000
Communicating with Stakeholders	80	\$11,600
Total	800	\$116,000

Respectfully submitted for Council consideration.

Prepared by: Patti-Lynn Silva, Finance Director

Budgetary review by: Carla Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

(ON FILE IN THE CLERK'S OFFICE.)

Alderman Stearns questioned final budget costs. Patti-Lynn Silva, Finance Director, addressed the Council. She explained that costs were on a per hour basis. First step would be establishing an Audit Committee. A citywide risk management assessment would be conducted. Same would provide a list of possible audits. The Committee would then establish frequency and focus. Completing the phases was \$116,000 including travel.

Alderman Stearns questioned if same had previously been performed by Department Managers. Ms. Silva responded that a formal internal audit had not been conducted. It would review enterprise effectiveness. Alderman Stearns questioned value.

Alderman Black questioned length. Ms. Silva stated same would be a partnership. Bronner worked with only Municipalities. She explained that the review would assess financial and reputational risks. She reminded Council that funding was FY15 budget was restored. The goal was to obtain noncompliance and other risks understanding.

Alderman Black questioned value. Ms. Silva believed that return on investment would provide insight, oversight and reassurance to citizens. This was an outside look at practices. They would provide local, state, and federal compliance checks.

Alderman Sage noted the Information Security and Privacy Efforts provided by Bronner.

Motion by Alderman Hauman, seconded by Alderman Sage that the Contract for Internal Audit Services to Bronner Group, LLC be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: Aldermen Stearns and Lower.

Motion carried.

The following was presented:

SUBJECT: Intergovernmental Agreement for E-Waste Disposal

RECOMMENDATION/MOTION: Recommend that the Intergovernmental Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: The proliferation of electronics in American society also has created a proliferation of old electronics in need of safe disposal. E-Waste contains some materials that can be recycled. It also contains materials that can pollute. Illinois has banned disposal of electronics into landfills. The matter comes to the City Council because of recent developments in which entities collecting E-Waste are facing economic adversity.

As detailed below, the Town of Normal provides E-Waste disposal at its drop-off facility, and not-for-profits and retailers have been involved in the process in Bloomington. The City chose not to become directly involved in E-Waste handling. On principle, it believed it better that the

private sector be empowered to oversee E-Waste and reap benefits for doing so rather than having the City further extend its public services. Given developments in Illinois E-Waste, staff now supports a collaborative effort with Normal and McLean County to offset costs incurred by the Town of Normal.

Regulations and goals: Disposal of old televisions, especially the bulky tube TVs, became a central e-waste issue this autumn. The old bulky sets are known as cathode ray tube televisions (CRTs). It is not economical to recycle e-waste as a whole and CRTs in particular; it represents a cost. Televisions, especially CRTs, are notable in the category of e-waste because of their size but other electronics, such as computer monitors, also have become problematic. To facilitate recycling and safe disposal, states regulate E-Waste and charge electronic manufacturers to reduce the associated cost. Under this concept, the cost of e-waste is passed on to producers. Through their sales of new electronics, companies ultimately pass the cost of E-Waste to electronics consumers. The alternative is to pass the cost of e-waste on to taxpayers. In Illinois, manufacturers must meet goals based on their sales. Once they meet their goals, they no longer have an obligation to fund electronic recycling, reuse and disposal in Illinois. Last year, E-Waste funding from manufacturers dried up in September because manufacturers had met their goals. Consequently, recycling vendors such as Vintage Tech Recycling, serving the Town of Normal, began charging for pickup. In the opinion of City staff, the goals for manufacturers are set too low in Illinois, creating the current situation in which taxpayers must subsidize safe disposal of E-Waste. The Illinois General Assembly and the Governor are reviewing these goals.

There are proposed bills in both the House and the Senate that help to address this funding gap in electronic recycling. The bills are referenced as House Bill 1455 and Senate Bill 797. Summaries of these bills are attached in addition to a single page outline of the issue. The City will be sending a letter of support for these bills since they are in the best interest of the City.

Some not-for-profits also are involved in E-Waste collection because they can receive reimbursement through manufacturers and manufacturer's vendors and make a small profit to help support their work. In Bloomington, Home Sweet Homes Ministries is one such agency. These materials now have become a financial liability, meaning charities no longer can provide these E-Waste collection services. In October 2014, Home Sweet Home Ministries temporarily disconnected its CRT television collection service. The agency told the Pantagraph that it had materials on hand that now will cost it approximately \$3,000 to dispose of at current market conditions. (Ford, Mary Ann, "Electronic recycling program now costing town, non-profit." Pantagraph online October 19, 2014.) This issue is currently being reviewed again by Home Sweet Home Ministries with the freeing up of annual manufacturer quotas on e-waste collection.

The Ecology Action Center (EAC) recently verified that Best Buy is now accepting CRTs up to 32" in size but no console TVs. The EAC has started referring all call-in inquiries on CRT recycling to Best Buy as well as moving it to the top of the E-Waste listings on their website and the top of the list on the poster that is provided to all electronics retailers. This poster education helps them comply with the regulation mandating that they provide information to consumers on recycling options for E-Waste.

The Town of Normal Public Works Department is listed by EAC as an E-Waste drop-off facility that will accept larger tube television sets (CRTs). Bloomington and McLean County residents are able to use this service.

Cost sharing: The proposed legislation would correct problems in the E-Waste system and allow the private sector to continue to handle this effort in Bloomington. For now, Bloomington residents are, to some degree, using the Normal facility at a cost to the Town of Normal. This also is true of non-Twin City residents in McLean County. The staffs of Bloomington, Normal and McLean County governments propose an Intergovernmental Agreement to share E-Waste costs incurred at the Normal drop-off facility. As is the case with other such agreements, the governments are asked to pay based on the share of population in their jurisdictions:

- The City of Bloomington, 45 percent.
- The Town of Normal, 31 percent.
- McLean County, 24 percent.

Normal does not track its E-Waste users by residency, so a breakdown of Normal E-Waste users by community is unavailable. The City encourages Normal to begin tracking its users' residency as a way to enact a data-based Intergovernmental Agreement rather than a Population Based Agreement. Based on existing cost projections the City's share of the costs would be approximately \$50,000 for the 2015 calendar year. This amount may be substantially lower depending on the availability of Vintage Tech (or other similar companies) to dispose of CRT's without cost for a period of time in 2015.

The City and Town of Normal have also received information outside of the competitive Request for Proposals process completed by the Town of Normal from Advanced Technology Recycling (ATR). ATR made a very favorable offer to the Town of Normal. The Town determined that it could not accept an offer from ATR because its deadline for proposals already had passed and ATR approached the Town outside the RFP process. The information letter sent to the City from ATR is attached for reference.

The City and Town of Normal have also received information outside of the competitive bidding process completed by the Town from Advanced Technology Recycling. This information is being reviewed for consideration by both entities. The information letter sent to the City is attached for reference.

Duration: The Intergovernmental Agreement would run January 1, 2015, to December 31, 2015. The City would also have the ability to terminate the agreement at any time by giving sixty (60) days advance written notice.

Administering and documenting: The Town of Normal would administer the E-Waste program and keep documentation to account for all costs. It would send monthly invoices to the City and County.

The agreement comes after discussions through the McLean County Solid Waste Management Technical Committee (represented by all three (3) governments and our not-for-profit partner,

the Ecology Action Center). Staff and officials from other agencies believe this is the most responsible, efficient and beneficial way to confront the E-Waste dilemma. As an aside, also note that the Normal center is notably convenient to Bloomington residents. Warriner Street is located just north of Division Street off Adelaide Street.

Bloomington drop-off: The staff believes the City should provide TV disposal for its residents. The drop-off facility's permit does not allow collection of electronic waste. Obtaining a permit from the Illinois Environmental Protection Agency involves a long and arduous process. An E-Waste permit would require administration and payment for services duplicating those available one quarter of a mile north of the City. This would not be in line with the City's strategic Goal and Objective of City services delivered in the most cost-effective, efficient manner and Partnering with others for the most cost-effective service delivery. Partnership in this instance makes economic and logistical sense.

Ramifications/alternative: If the Agreement is not accepted Normal would have to reassess its E-Waste option. Among those options would be to end E-Waste disposal or exclude City residents from the service. City residents would then have no legal disposal option. Illegal dumping of electronic waste would be one probable outcome.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: McLean County Solid Waste Management Technical Committee, Ecology Action Center, Town of Normal, McLean County, Home Sweet Home Ministries.

FINANCIAL IMPACT: The estimated cost to Bloomington for one (1) calendar year is \$50,000 or \$4,166.67 per month. The proposed contract runs from January 1, 2015 through December 31, 2015 which encompasses the last four (4) months of the City's FY 2015 and the first eight (8) months of the FY 2016. A Budget Amendment is proposed for the final four (4) months of FY 2015 at \$16,667. An increase in the General Fund Transfer to Solid Waste (10019180-89544) transferring to the Solid Waste from General Fund (54404400-85100), and the expense will be incurred under Solid Waste Recycle Transfer fee (54404400-70667) in the amount of \$16,667. The funds for the eight (8) months of FY 2016 will be added to the FY 2016 Final Budget if Council approves the Intergovernmental Agreement.

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Public Works Administration

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

Reviewed by: Steve Rasmussen, Assistant City Manager

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

Legal review by: Jeffrey R. Jurgens, Corporate Counsel

Recommended by:

David A. Hales
City Manager

David Hales, City Manager, introduced this item. He noted that new information had been received. He recommended pulling the agreement. He explained that there was the possibility of a new computer company locating in the City. Same would employ approximately fifty (50) individuals. The company would provide E-waste disposal.

Jim Karch, Public Works Director, addressed the Council. He acknowledged Wayne Aldrich, Town of Normal (TON) Public Works Director and Michael Brown, Ecology Action Center (EAC) Chairman. Mr. Karch provided a brief E-waste history. He noted electronics required special recycling and disposal. Manufactures were required set aside a portion of sales for disposal. There were eighty – five (85) manufactures in Illinois. Manufactures were no longer required to dispose after reaching sale obligations. Habitat for Humanity, Home Sweet Home Ministries and Best Buy offered same. The TON offered same at no cost. The EAC conducted a survey September 2014. The results were that fifty – five (55) counties had lost funding. Mr. Karch noted that companies accepting disposal had decreased from 191 in 2012 to 116 in 2015.

The TON had taken Request for Qualifications October 2014. Vintage Tech, LLC (Vintage) was awarded a one (1) year contract. He noted that there were companies that pay pennies on the pound and possible free services. It was estimated that 2015 would generate 565 E-waste pounds. He recommended and Intergovernmental Agreement with the TON. Budget impact would be \$4,000 for the 2015 calendar year.

Alderman Lower questioned city licensing cost. Mr. Karch responded that the city's transfer point was permitted for E-waste disposal. There would be the cost of retooling and building a larger shed.

Mr. Hales noted that Vintage offered an amendment to the original agreement. They recommended that the City pay \$4,000 for January 2015. February through November 2015 there would be no cost for service. This would allow for passage of House Bill 1455 and Senate Bill 797 to address funding gaps. Mr. Hales recommended amending the original agreement to reflect Vintage's new proposal. He believed same would appear on the TON Council meeting.

Alderman Black noted that landfills were at capacity. The solution was recycling.

Alderman Lower questioned rebid. Mr. Hales responded negatively.

Motion by Alderman Mwilambwe, seconded by Alderman Black that the Intergovernmental Agreement laid over until the March 9, 2015 Council Meeting.

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

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

Nays: None.

Motion carried.

The following was presented:

Crime Statistics Report for 2014.

Brendan Heffner, Police Chief, addressed the Council. He explained that agencies were required to report crime statistics to the Uniform Crime Report (UCR). In 2014 there were 307 fewer reported crimes incidents. This was the lowest year since 1989. The statistics include: homicide, forcible rape, robbery, aggravated assault/battery, burglary, theft, motor vehicle theft and arson. There were a lower overall total of UCR offenses compared to other Central Illinois cities.

He noted that there were a total of three (3) homicides. This was an increase from previous years. Two (2) were solved. In 2013 there were fifty – nine (59) robberies compared to thirty (30) in 2014. He noted that two (2) were solved using YouTube. He thanked Jack McQueen, Crime and Int. Analyst and Sara Mayer, Police Patrol Officer (PPO) for their assistance on Social Media.

There was a trend of juveniles stealing unlocked vehicles. Chief Heffner noted that in some cases keys were left in the vehicles. Driving under the Influence (DUI) enforcement was goal 2, strategy 3 in the 2012 – 2015 BPD Strategic Plan. 2014 had a twelve (12) year high.

Chief Heffner cited the following 2015 crime priorities: develop 2015 - 2018 Strategic Plan, seek internal policy professional accreditation, emphasis on DUI suppression, increase efforts to reduce juvenile crime and offender recidivism, increase minority applications, expand social media use to include the Communication Center, and pro social contacts by PPO's and overall customer service.

He introduced Asst. Chief Clay Wheeler, Operations, Asst. Chief Gary Sutherland, Office of Professional Development, and Asst. Chief Ken Bays, Administration. He believed they were instrumental in the crime incident reductions.

Alderman Lower questioned Veteran recruitment. Chief Heffner responded that same could use veteran points during the hiring process.

Aldermen Sage, Painter, Mwilambwe, Black and Fruin thanked the Police Department for the exceptional job.

Alderman Painter questioned at risk youth. Chief Heffner stated that officers formed a basketball team, playing against the Youth Build team. The department was requesting the hiring of a part time intervention specialist. This individual would reach out to youth and their parents.

Alderman Mwilambwe questioned minority outreach. Chief Heffner noted that recruitment would be from: Social Media, reaching out to Chicago area agencies, speaking with students at ISU and IWU and local churches.

Alderman Black cited concern with youth crime. Chief Heffner stated the department would continue building trust with same.

Alderman Stearns left the dais at 8:33 p.m.

The following was presented:

City Manager's Recommended FY 2016 Budget (May 1, 2015 – April 30, 2016).

David Hales, City Manager, addressed the Council. He noted that there were two (2) volumes of the proposed 2016 Budget available online. He believed that same assisted the community with understanding program services, performance measures and indicators, established accomplishments, issues and concerns. The budget process began August 2014. The budget was a policy document, communication device, operations guide, and financial plan.

Mr. Hales noted that as City Manager he was required under city code and State Statue to present same. Council could make modifications. He noted FY15 budget challenges. There was a \$1.6 million deficit. Staff recommended spending eliminations and postponing projects. FY15 General Fund (GF) would end positively.

Alderman Stearns returned at 8:39 p.m.

FY16 proposed budget was \$186 million or a 1.6% or 1.7% increase. Increases were from the amusement tax, local motor fuel tax, property tax (dedicated to pensions/streets). Mr. Hales noted that \$1.5 million new revenue was required. Sales tax was projected flat. According to tracking, same had declined two to two and half (2 – 2 ½). The labor force was declining which affect hotel motel tax.

The budget was balanced but not sustainable. There were no employee layoffs or resources to maintain service levels. The proposed budget did not address long term emergency capital needs, long term financial planning or a contingency plan (if Governor Rauner's proposal was approved). The Illinois Municipal League (IML) estimated \$3.7 million state funding reduction.

Mr. Hales noted that bonds were paid off saving \$1 million. \$1.5 million was transferred to Solid Waste Program to address the projected FY15 deficit. \$810,000 was transferred from the fund balance to assist with one-time costs.

The FY16 budget recommended no additional full time employees. The proposed part time youth intervention coordinator was funded 100% from a State Farm Grant. The State Motor Fuel Tax would be used for street light repairs. This was estimated at \$500,000. Workman's Compensation causality fund was reduced. Rolling stock expenditures were reduced from \$4.6 million to \$900,000. Capital requests were \$10 million reduced to \$2.4 million. He reminded Council that Faithful & Gould Inc., recommended \$30 million for facility repairs. Facility repair priority would be life/safety.

The General Fund would be reduced to eleven percent (11%) by end of FY15. He requested Council address the Solid Waste deficit. Expenses exceeded revenue.

Mr. Hales noted that the U.S. Cellular Coliseum required \$1.6 million to replace the electronic ribbon and video board. Parts were obsolete. The video board accommodated sports and concerts. Performers wanted up to date equipment.

The utility and property tax increase assisted with police and fire pension financial goals. FY16 would be the second (2nd) year of the five (5) year phase. FY17 there would be \$1.6 million increase.

Citizens wanted a combination of revenue increases/reductions. Mr. Hales believed that a fiscal sustainability strategic plan needed to be established. The plan would be a continuation of priority based budgeting. Staff was working on program and services true costs. There were no recommended programs or service eliminations. He believed same was not sustainable.

He believed there was not enough revenue to address funding deferred maintenance and polices. Economic development had to continue. That Bloomington's amenities remain strong.

Patti Lynn Silva, Finance Director, addressed the Council. She noted the deficit increases in the GF FY16 - FY20. She cited items not included: new full/part time employees, new/expansion of programs and services and no infrastructure or related debt service.

Anticipated major revenue increases were one percent (1%). The local use tax and income tax were expected to decrease. Ms. Silva cited the following GF increases: 1.) charges for Services and Department fees - two percent (2%); 2.) employee salaries - three percent (3%); 3.) medical, life, unemployment insurance, IMRF pension contributions, social and Medicare - 5.5%; 4.) workers compensation, essential training, uniforms - two percent (2%); 5.) material cost for operations - 2.5%; 6.) debt service for rolling stock of equipment - \$20 million; 6.) various GF transfers - \$4.4 million.

Mr. Hales reminded Council that a Budget Work Session would be held on Saturday, March 7, 2015 in the Police Department Osborn Room.

CITY MANAGER'S DISCUSSION: David Hales, City Manager stated his appreciation with the employees and Directors for their professionalism.

MAYOR'S DISCUSSION: Mayor Pro Tem Schmidt reminded Council of the Special Mayoral Open House to be held on Friday, February 28, 2015.

ALDERMEN'S DISCUSSION: Alderman Hauman thanked Aldermen for the interaction on Friday, February 20, 2015.

Motion by Alderman Stearns, seconded by Alderman Painter, that the meeting be adjourned. Time: 9:11 p.m.

Motion carried.

**Renee Gooderham
Chief Deputy Clerk**



FOR COUNCIL: March 9, 2015

SUBJECT: Bills and Payroll

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

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

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

BACKGROUND: The list of bills and payrolls will be posted on the City's website.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Total disbursements information will be provided via addendum.

Respectfully submitted for Council consideration.

Prepared by: Renee Gooderham, Interim City Clerk

Financial & Budgetary review by: Patti-Lynn Silva, Director of Finance

Recommended by:

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

David A. Hales
City Manager

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

Motion: _____ Seconded by: _____

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



FOR COUNCIL: March 9, 2015

SUBJECT: Analysis of Bids for the Installation of Vehicle Exhaust Systems

RECOMMENDATION/MOTION: Recommend that the Bid for the Installation of Vehicle Exhaust Removal Systems at Headquarters Fire Station, Station #3, and Station #4 be awarded and contract approved with Hastings Air Energy Control, Inc. of New Berlin, WI not to exceed \$135,000 and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2 Upgrade City Infrastructure and Facilities

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

BACKGROUND: Firefighters are exposed to harmful by products and toxins. A major area of exposure within fire stations to diesel exhaust fumes from the apparatus and ambulances. Occupational Safety and Health Administration (OSHA) released a Hazard Alert outlining the associated risk of Diesel Exhaust/Diesel Particulate Matter (DE/DPM). (www.osha.gov/dts/hazardalerts/diesel_exhaust_hazard_alert.html) Personnel are routinely exposed to carbon monoxide (CO), nitric oxide (NO), and nitrogen dioxide (NO₂). Prolonged DE/DPM exposure can increase the risk of cardiovascular, cardiopulmonary and respiratory disease and lung cancer.

Engineering controls are the most effective strategy for minimizing worker exposure to DE/DPM. The 2012 Feasibility and Programming Study conducted by Five Bugles Design noted that the City Fire Stations are without Vehicle Exhaust Removal Systems.

The 2013 bids were rejected due to budgetary constraints and high project cost. The funds were rolled over into the current budget year with additional funds added to complete the project.

The Fire Department issued a Request for Proposal (RFP# 2015-43) for Installation of Emergency Vehicle Exhaust Removal System was released in October, 2014. Two (2) proposals were received. Members of the Fire Department, Facilities Manager, and Procurement Division reviewed proposals, interviewed the vendors, and contacted references. Vendors were asked to provide prices for several installation options. The criteria chosen for this project was proposal Option 1a (fire station 1, fire station 3, and fire station 4 using currently assigned apparatus in their current placement). The committee believes that the Hastings Air Energy Control, Inc. Plymovent system provides the design, functionally, flexibility, and price, that will meeting, \$130,291, plus thirteen (13) Safety Disconnect Handles, \$2,860, and \$1,849 of contingency.

Hasting Air Energy Control, Inc. (Plymovent)

Option	Description	Cost
1a	Include Fire Station 1, Fire Station 3, and Fire Station 4 using currently assigned apparatus in their current placement	\$130,291.00
	Optional Equipment – Safety Disconnect Magnetic - \$220.00/drop (13)	\$2,860.00

Midwest Air Pro, Inc. (Nederman)

Option	Description	Cost
1a	Include Fire Station 1, Fire Station 3, and Fire Station 4 using currently assigned apparatus in their current placement	\$150,580.00

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: A request for bids was sent out via normal City Purchasing procedures. The work was published in the The Pantagraph on October 22, 2014. See Attachment 4 for list of Planholders.

FINANCIAL IMPACT: This item is included in the FY 2015 Adopted Budget under Capital Improvement Fund-Building Improvements (40100100-72520). Stakeholders can find this in the FY 2015 Budget Book titled “Other Funds & Capital Improvement Program” on pages 102, 279 and 305.

Respectfully submitted for Council consideration.

Prepared by: Eric Vaughn, Deputy Chief

Reviewed by: Brian Mohr, Fire Chief

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: Attachment 1. Hastings Air Energy Control Inc. Bid Document, RFP #2015-43
Attachment 2. Plymovent Safety Disconnect Handle Brochure
Attachment 3. Midwest Air Pro Inc. Bid Documents, RFP #2015-43
Attachment 4. City of Bloomington Planholder's List, City RFP 2015-43
Attachment 5. Contract – Hastings Air Energy Control Inc.

Motion: That the Bid for the Installation of Vehicle Exhaust Removal Systems at Headquarters Fire Station, Station #3, and Station #4 be awarded and contract approved with Hastings Air Energy Control, Inc. of New Berlin, WI not to exceed \$135,000 and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

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

PROPOSAL FORM**COPY****RFP #2015-43****Installation of Emergency Vehicle Exhaust Removal Systems**

The proposer agrees to contract with the City of Bloomington to provide all necessary services, labor, supervision, machinery, tools, apparatus, documents and any other means to do all the work and furnish all the materials specified in the proposal in the manner and time therein as set forth by the proposer and that the proposer will take in full payment the amount set forth hereon. The cost of all labor, material and equipment necessary for the completion of the proposed work, even though not shown or specified, shall be included in the total price for the various items shown herein.

We further agree to complete all of the above work in a complete, neat, and workmanlike manner. Payment of prevailing wage rates as predetermined by the Bloomington City Council pursuant to the Prevailing Wage Ordinance 2014-29 is acknowledged. The proposer certifies by signature below that it has not been barred from contracting with a unit of State or Local government in the State of Illinois as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

DESCRIPTION - NOTE ALL DROPS WITHOUT SAFETY DISCONNECT HANDLES	COST
Option 1	\$ <u>99,587.00</u>
Option 1a	\$ <u>130,291.00</u>
Option 2 - OPTION 1 COST PLUS \$2,930.00 / DROP THROUGH	\$ <u>112,632.00</u>
Option 2a - OPTION 1a COST PLUS \$4,255.00 / BACK-IN	\$ <u>146,266.00</u>
Option 3 - OPTION 1 COST PLUS \$5,929.00 / DROP THROUGH	\$ <u>124,354.00</u>
Option 3a - OPTION 1a COST PLUS \$6,980.00 / BACK-IN	\$ <u>160,987.00</u>

Estimated starting date after award of proposal: 6 WEEKS

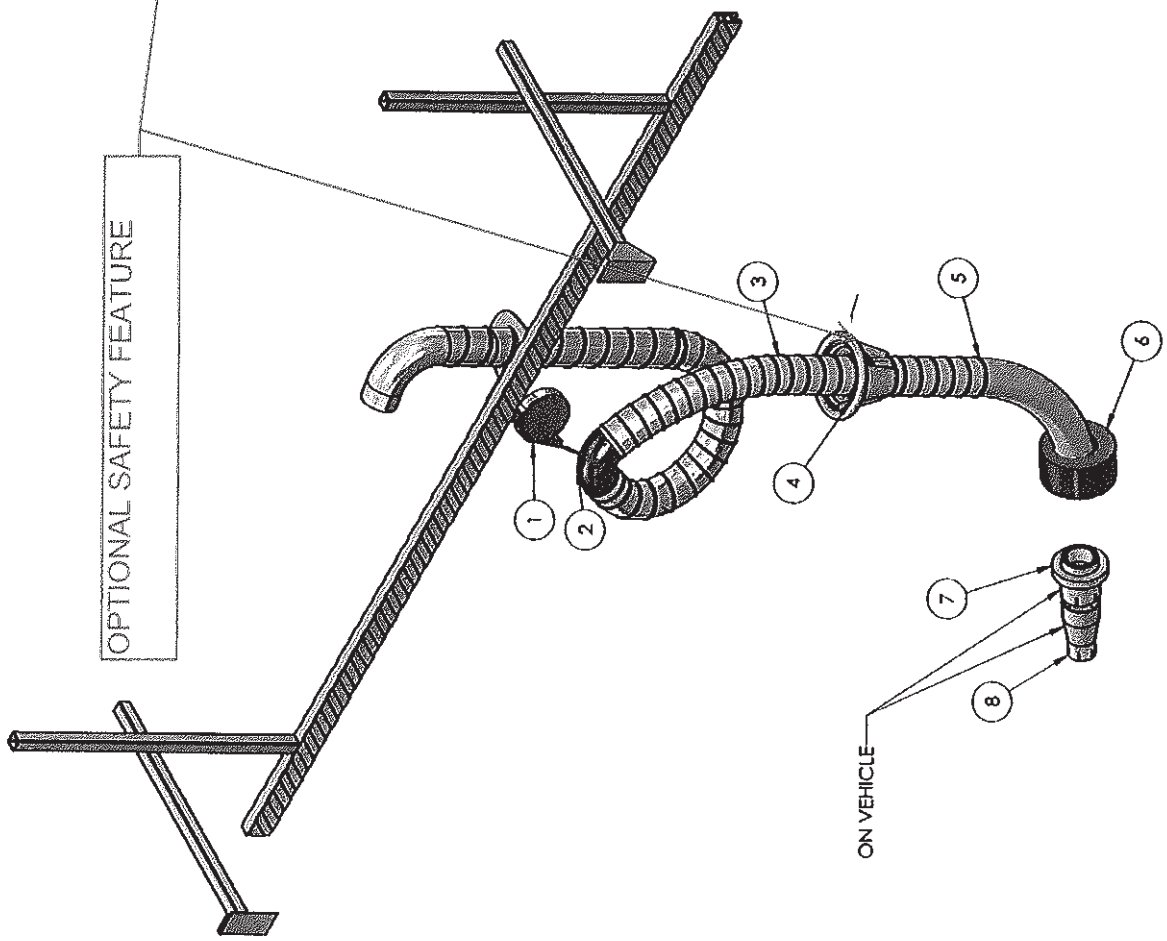
Estimated number of days to completion: 1 WEEK PER STATION

HASTINGS AIR ENERGY CONTROL, INC. Michael Bohrer
Name of Company Authorized Signature

5555 SOUTH WESTLIDGE DRIVE NEW BERLIN WI 53151
Address City State Zip

262-364-0500 262-364-0550
Telephone Number Fax Number

MIKE BOHRER @ HASTINGSADENERGY.COM 11-17-2014
Email Address Date



Part Callout	Part Description	Part #	Price
1	Balancer, Non-Locking	BAL-001P	441.00
2	Metal Saddle	SADL-012	64.00
3	Flex Hose 4" x 25'	FX-CWCW-402	660.00
4	Safety Disconnect Magnetic 4"	DISC-023	220.00
5	Lower Section 4" x 2'	FX-CWCW-401	84.00
6	Magnetic Grabber Assembly	GRAB-018	1,032.00
7	Magnetic Tailpipe Adapter/Connector (Ø 5")	ADAP-110	197.75
	Magnetic Tailpipe Adapter/Connector (Ø 6")	ADAP-126	423.50
8	Magnetic Tailpipe Reducer	ADAP-016	100.98

HASTING AIR ENERGY CONTROL, INC.
 5555 SOUTH WISCONSIN DRIVE
 NEW BETHLEHEM, PA 18061-1900
 P: 800.236.8450
 F: 800.260.9199
 HASTING IS THE LEADING COMPANY IN THE
 INDUSTRY FOR THE DESIGN AND MANUFACTURE
 OF MAGNETIC TAILPIPE ADAPTERS AND
 CONNECTORS. HASTING HAS BEEN
 A LEADER IN THE INDUSTRY FOR
 OVER 20 YEARS.



Magnetic

Revisions
 Date: 11/17/2014
 Created By: 128
 Scale: 128
 Part #: 2412

PLYMVENT®

clean air at work



SAFETY DISCONNECT HANDLE

The ergonomic handle for safe operation of
your exhaust removal system

SAFETY DISCONNECT HANDLE

Plymovent offers a safe solution for operating an exhaust removal system in emergency stations. Designed for functionality and efficiency, the safety disconnect handle is easy to use and represents the next step in safety disconnects. With an uninterrupted airflow through the exhaust removal hose, the exhaust gases are carried out of the breathing zone with maximum efficiency.

FUNCTIONAL DESIGN

The safety disconnect handle is ergonomically-designed for ease of use. The round handle has large grips so that it can be operated even while wearing gloves and can be reached from any angle. The user does not have to bend over to connect the exhaust removal system, thus limiting the risk of exposure to exhaust gases.

The safety disconnect handle is patent pending and was designed with its function in mind. The inside is made of durable steel to withstand high-temperature exhaust gases, while the outside is made of engineered plastics. When operating a pneumatic system, the integrated pneumatic valve is shielded and positioned to allow its simple operation. The safety disconnect handle for a magnetic system does not include the valve, but it does offer benefits like easy operation of the system and the safety disconnect function.

Ergonomic in use and operation, with large grips and easy-to-operate functions

Made of 'scratch-safe' materials resistant to high temperatures

Uninterrupted airflow through the hose

Available for magnetic and pneumatic systems

PLYMOVENT SOURCE CAPTURE SYSTEMS: AN INDUSTRY STANDARD

The safety disconnect handle can be integrated with Plymovent's pneumatic and magnetic exhaust removal systems. A Plymovent system enables you to remove dangerous exhaust gases efficiently, saving you money and assuring clean air at the workplace.

Our philosophy is to provide quality systems that are safe, user-friendly and code-compliant and that will enhance quality of life for your fire fighters and personnel. That is why we have developed a line of source capture systems designed to meet your station's needs. Plymovent is ISO 9001:2008 certified.

Plymovent cares about the air you breathe. We offer products, systems and services which ensure clean air at work, anywhere in the world.

We respect the environment and we deliver high-quality products. Our expertise gained over many years and our genuine commitment to customer requirements enable us to provide precisely the solutions you need.

PLYMOVENT®

clean air at work

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E info.usa@plymovent.com

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Plymovent reserves the right to make design changes.

PNA-FB-1203-062

www.plymovent.com

PROPOSAL FORM

RFP #2015-43

Installation of Emergency Vehicle Exhaust Removal Systems

The proposer agrees to contract with the City of Bloomington to provide all necessary services, labor, supervision, machinery, tools, apparatus, documents and any other means to do all the work and furnish all the materials specified in the proposal in the manner and time therein as set forth by the proposer and that the proposer will take in full payment the amount set forth hereon. The cost of all labor, material and equipment necessary for the completion of the proposed work, even though not shown or specified, shall be included in the total price for the various items shown herein.

We further agree to complete all of the above work in a complete, neat, and workmanlike manner. Payment of prevailing wage rates as predetermined by the Bloomington City Council pursuant to the Prevailing Wage Ordinance 2014-29 is acknowledged. The proposer certifies by signature below that it has not been barred from contracting with a unit of State or Local government in the State of Illinois as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

DESCRIPTION

COST

Proposal Price

\$ 119,080.00

Estimated starting date after award of proposal: JAN. 19, 2015 *

Estimated number of days to completion: FEB 9 OR FEB 16, 2015

* STRUCTURAL & MECHANICAL DECEMBER 1, 2014

MIDWEST AIR PRO, INC
Name of Company

Mike Viola
Authorized Signature

2054 N. NEW ENGLAND CHICAGO IL 60707
Address City State Zip

773 622 4566
Telephone Number

773 637 2216
Fax Number

MIKE.VIOLA@AOL.COM
Email Address

11-18-14
Date



Phone 773-622-4566

Fax 773-637-2216

2054 N New England
Chicago, Illinois 60707

COST SHEET

BLOOMINGTON FIRE DEPARTMENT / Emergency Vehicle Exhaust Removal System

OPTION #1

The proposal price cost of \$119,080.00 is for Station #1 combined with cost for Station #3.

Station #1 includes 1 rail with 2 drops for the medic bay, one rail with one drop for the engine bays, a track at each end of the north bay. The Medic bay will have its own fan. The other three bays will have their own fan. Cost also includes modifying the two ceiling mounted heaters in the medic bay.

Station #3 includes five track systems for back-in pull-out applications.

The base proposal cost of \$119,080.00 includes present and future structural, mechanical and electrical materials with related labor to deliver in working order.

OPTION #1a Total Cost \$150,580.00

Station #4 includes rail with two drops & track @ \$31,500.00

OPTION #2 Total Cost \$157,380.00

Station #1 and Station #3 add one track system each

OPTION #2a Total Cost \$160,880.00

Station #4 add one track

OPTION #3 Same cost as option #2 for 3 additional years

OPTION #3a Same cost as option #2a for 3 additional years

These cost are basically amounts not to exceed. Any deductions also impact bond costs.

City of Bloomington Planholder's List					
Project: Installation of Emergency Vehicle Exhaust Removal Systems					
City Project No. : N/A					
City RFP No.: 2015-43					
# Business	Contact/Name	Address	Phone #	Fax #	Email address
1	Air Vacuum Corporation	P.O. Box 0517 * Dover, New Hampshire 03821- 0517	603.743.4332	603.743.3111	airvac911@yahoo.com , john@airvacuumcorporation.com , sara@airvacuumcorporation.com
2	Air Clearing Specialists	500 S. Polk St., Suite #36, Greenwood, IN 46143	800-881-3565	317-881-9368	acrossman@aol.com
3	Hastings Air Energy Control, Inc.	5555 S Westridge Drive, New Berlin WI 53151 11449 Deerfield Road,	800.236.8450	800.260.9199	DougYoung@HastingsAirEnergy.com
4	Clean Air Concepts	Cincinnati, OH 45242	800-875-5440	513-247-2502	kbogle@magnegrip.com , erossman@magnegrip.com
5	Ward Diesel Filter System	1580 Lake Street, Elmira, NY 14901	607-796-0149	607-739-7092	karen.thrall@warddiesel.com , sally.sprong@warddiesel.com , scott.beecher@warddiesel.com
6	Prime Vendor Inc.	4622 Cedar Avenue, Wilmington NC 28403	800-746-9554	800-746-8307	brds20@prime-vendor.com
7	Bid Tool	14205 N. Mopac, Suite 550, Austin TX 78728	512.634.5991	630-214-3924	T.Lorge@cdcdnews.com , plans@bidtool.net
8	LEDAMARK Inc.	1630 Pawnee Lincoln, NE 68502	402.250.9033		phyllis@ledamark.com , andrew@ledamark.com
9	Nedeman	2064 N New England Chicago, IL 60707	773-622-4566	773-637-2216	mikewtol6@aol.com , acrossman@aol.com
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CITY OF BLOOMINGTON
CONTRACT WITH Hastings Air Energy Control, Inc.
FOR VEHICLE EXHAUST REMOVAL SYSTEM

THIS AGREEMENT, dated this 9 day of March, 2015, is between the City of Bloomington (hereinafter "CITY") and Hastings Air Energy Control, Inc. (hereinafter "Hasting Inc.").

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. Hasting Inc. shall provide the services/work identified on Exhibit A.

Section 4. Payment. For the work performed by Hasting Inc. under this Contract, the CITY shall pay Hasting Inc. \$135,000. Invoices shall be due and payable within 45 days of submission.

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

Section 6. Indemnification. To the fullest extent permitted by law, Hasting Inc. 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 Hasting Inc.'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 7. General Liability Insurance. Hasting Inc. 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.

Section 8. Representations of Vendor. Hasting Inc. hereby represents it is legally able to perform the work that is subject to this Contract.

Section 9. Assignment. Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 10. Compliance with Laws. Hasting Inc. and all work by Hasting Inc. shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 11. 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) _____ (Hasting Inc.)

☒ 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) _____ (Hasting Inc.)

Section 12. Compliance with FOIA Requirements. Hasting Inc. 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 Hasting Inc.. Hasting Inc. agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. Hasting Inc. 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 Hasting Inc. actual or alleged violation of the FOIA, or Hasting Inc. failure to furnish all documentation related to a request within five (5) days after CITY issues notice of a request. Furthermore, should Hasting Inc. request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Hasting Inc. 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. Hasting Inc. 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 Hasting Inc. request to utilize a lawful exemption to CITY.

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

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

Section 15. Attorney Fees. In the event that any action is filed 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 16. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 17. 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

Hastings Air Energy Control, Inc.

By: _____
Its Mayor

By: _____
Its _____

ATTEST:

By: _____
City Clerk

By: _____
Its _____

EXHIBIT A
SCOPE OF SERVICES / WORK PROVIDED

The scope of work shall be as described in RFP #2015-43, Installation of Emergency Vehicle Exhaust Removal Systems, and as specifically identified on pages 32-36 of said RFP.

Proposal Option 1a has been selected for the Scope of Work as described in RFP #2015-43.

All drops will be equipped with Plymovent Safety Disconnect Handle devices.

Systems shall be equipped with Magnetic Grabber nozzle technology.



FOR COUNCIL: March 9, 2015

SUBJECT: Illinois Environmental Protection Agency (IEPA) Water Department Operating Permits violation

RECOMMENDATION/MOTION: Recommend that the Stipulation and Proposal for Settlement be approved, including authorization to pay \$10,260 to the IEPA for the Operating Permits violation, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN SIGNIFICANCE: 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: In the State of Illinois, public water supplies are required to obtain an operating permit from the IEPA for all changes and additions for which a construction permit is required (new or upgraded water main). Compliance with this requirement is expected, usually, within thirty (30) days by either requesting more time, notifying the Agency that the project is cancelled or submitting an operating permit application and satisfactory bacteriological sample results.

On April 8, 2013, the IEPA issued a Violation Notice to the City for failure to obtain 33 different drinking water operating permits, dating back to 2004. In some cases, the project never moved forward and thus a permit was not required, however the IEPA was not notified. In other cases, the necessary paperwork was not properly delivered to the IEPA. The 2013 notice from the IEPA was not processed in a timely manner and accordingly was turned over to the Illinois Attorney General's office. All issues have now been corrected and a settlement agreed upon with the Attorney General's office to account for the processing errors. In addition, the Water Department has adopted a new mechanism for handling IEPA notices and permits for future cases to ensure compliance.

The proposed Stipulation Agreement to resolve this matter, prepared and presented by the Attorney General's office, takes into account the nature of the violations as well as the City's response once staff became aware of the outstanding issues, as well as staff's immediate follow-up with processing the necessary paperwork and implementation of new procedures for the future handling of permits and notices. Although the penalty could be as high as \$50,000 per violation, with the aforementioned factors taken into consideration, the penalty set forth in the stipulation is \$10,260.

City staff is committed to timely responses to the IEPA for not only this matter, but also all others moving forward. At no time was the public safety at risk. This was a matter of paper work that was not finished. The City's Water Department maintains high standards for performance and customer service and staff has now put steps in place that deter such paperwork failures in the future.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None

FINANCIAL IMPACT: The payment of \$10,260 to the IEPA for the Operating Permits violation will be paid out of Water Administration Other Professional Services (50100110-70220). Stakeholders can locate this in the FY 2015 Budget Book titled "Other Funds & Capital Improvement Program" on page 131.

Respectfully submitted for Council consideration.

Prepared by: Brett Lueschen, Interim Water Director

Reviewed by: Steve Rasmussen, Asst. City Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

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

David A. Hales
City Manager

Attachments: Attachment 1. Stipulation Proposal for Settlement

Motion: That the Stipulation and Proposal for Settlement be approved, including authorization to pay \$10,260 to the IEPA for the Operating Permits violation, and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: Seconded by:

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

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

PEOPLE OF THE STATE OF ILLINOIS,	)	
	)	
Complainant,	)	
	)	
v.	)	PCB NO.
	)	(Enforcement)
City of Bloomington, Illinois	)	
an Illinois municipal corporation	)	
	)	
Respondent.	)	

STIPULATION AND PROPOSAL FOR SETTLEMENT

Complainant, PEOPLE OF THE STATE OF ILLINOIS, by LISA MADIGAN, Attorney General of the State of Illinois, the Illinois Environmental Protection Agency (“Illinois EPA”), and City of Bloomington, Illinois (“Respondent”) (“Parties to the Stipulation”), have agreed to the making of this Stipulation and Proposal for Settlement (“Stipulation”) and submit it to the Illinois Pollution Control Board (“Board”) for approval. This stipulation of facts is made and agreed upon for purposes of settlement only and as a factual basis for the Board’s approval of this Stipulation and issuance of relief. None of the facts stipulated herein shall be introduced into evidence in any other proceeding regarding the violations of the Illinois Environmental Protection Act (“Act”), 415 ILCS 5/1 *et seq.* (2012), and the Board’s Regulations, alleged in the Complaint except as otherwise provided herein. It is the intent of the Parties to the Stipulation that it be a final adjudication of this matter.

I. STATEMENT OF FACTS

A. Parties

1. Concurrently with this Stipulation, a Complaint was filed on behalf of the People of the State of Illinois by Lisa Madigan, Attorney General of the State of Illinois, on her own motion and upon the request of the Illinois EPA, pursuant to Section 31 of the Act, 415 ILCS 5/31 (2012), against the Respondent.

2. The Illinois EPA is an administrative agency of the State of Illinois, created pursuant to Section 4 of the Act, 415 ILCS 5/4 (2012).

3. At all times relevant to the Complaint, Respondent was and is an Illinois municipal corporation. At all times relevant to the Complaint, Respondent owned and operated a public water supply facility located at 25515 Waterside Way, Hudson, IL 61748.

4. Respondent is also a “Community Water System” (“CWS”) as that term is defined by Section 611.101 of the Illinois Pollution Control Board’s (“Board”)’s Public Water Supplies Regulations, 35 Ill. Adm. Code 611.101.

5. The Respondent’s water supply serves a population of approximately 77,610 residents via 25,000 service connections.

B. Allegations of Non-Compliance

Complainant contends that the Respondent has violated the following provisions of the Act and Board regulations:

1. Count I: Failure to Obtain Operating Permits

Complainant alleges Respondent completed construction and operated the following additions to their public water supply without first obtaining an operating permit, in violation of

Section 18(a)(3) of the Act, 415 ILCS 5/18(a)(3) (2012); and Sections 602.102 and 652.201 of the Board's Public Water Supplies Regulations, 35 Ill. Adm. Code 602.102 and 652.201 (2012).

- a. 0676-FY2012 Lafayette Street Reconstruction
- b. 0135-FY2012 Engineering Design Plans, Specifications for a Liquid Calcium

Hydroxide Feed System

- c. 0900-FY2011 Tullamore Village
- d. 0870-FY2011 Recarbonation System and Clarifier Building Improvements
- e. 0581-FY2012 IWU New North Classroom Building
- f. 0343-FY2012 Hamilton Road Phase II
- g. 0189-FY2012 Sixth Addition to Brookridge Heights
- h. 0390-FY2011 Advocate Bromenn Eastside Medical Office Building
- i. 0179-FY2011 Six Points Rd. Morris Ave. and Veteran's Parkway Water Main

Replacement

- j. 1234-FY2010 Fox Creek Village Third Addition
- k. 1187-FY2010 Greenwood Avenue Water Main Replacement
- l. 0581-FY2009 Tanner Street-Morris Avenue to Springfield Road
- m. 0518-FY 2009 Ireland Grove Road 20" Water Main Phase II
- n. 1927-FY2007 Interstate Business Park Phase II
- o. 1017-FY2007 City of Bloomington, IL—IDOT Proposed Street Improvements—

Hamilton Rd. and US 51.

- p. 2470-FY2006 Lafayette Park P.U.D.

- q. 0875-FY2008 O'Neal Park Water Main Project
- r. 0051-FY2012 Locust St. CSO Elimination/Water Main Replacement Phase 1

C. Admission of Violations

The Respondent admits to the violation(s) alleged in the Complaint filed in this matter and referenced within Section I.B herein.

D. Compliance Activities to Date

1. On June 27, 2013, Respondent obtained operating permits for the following additions to its water supply system:

- a. 0870-FY2011 Recarbonation System and Clarifier Building Improvements
- b. 0343-FY2012 Hamilton Road Phase II
- c. 0189-FY2012 Sixth Addition to Brookridge Heights
- d. 0390-FY2011 Advocate Bromenn Eastside Medical Office Building
- e. 0179-FY2011 Six Points Rd. Morris Ave. and Veteran's Parkway Water Main

Replacement

- f. 1234-FY2010 Fox Creek Village Third Addition
- g. 1187-FY2010 Greenwood Avenue Water Main Replacement
- h. 0581-FY2009 Tanner Street-Morris Avenue to Springfield Road
- i. 1927-FY2007 Interstate Business Park Phase II
- j. 2470-FY2006 Lafayette Park P.U.D.
- k. 0518-FY 2009 Ireland Grove Road 20" Water Main Phase II

2. On August 21, 2014, Respondent obtained operating permits for the following additions to its water supply system.

a. 0676-FY2012 Lafayette Street Reconstruction

b. 0900-FY2011 Tullamore Village

3. On August 25, 2014, Respondent obtained operating permits for the following additions to its water supply system.

a. 0581-FY2012 IWU New North Classroom Building

4. On October 3, 2014, Respondent obtained operating permits for the following additions to its water supply system.

a. 0135-FY2012 Engineering Design Plans, Specifications for a Liquid Calcium Hydroxide Feed System

5. On October 9, 2014, Respondent obtained operating permits for the following additions to its water supply system.

a. 0051-FY2012 Locust St. CSO Elimination/Water Main Replacement Phase 1

6. On October 29, 2014, Respondent obtained operating permits for the following additions to its water supply system.

a. 0875-FY2008 O'Neal Park Water Main Project

b. 1017-FY2007 City of Bloomington, IL—IDOT Proposed Street Improvements—Hamilton Rd. and US 51.

II. APPLICABILITY

This Stipulation shall apply to and be binding upon the Parties to the Stipulation, and any officer, director, agent, or employee of the Respondent, as well as any successors or assigns of the Respondent. The Respondent shall not raise as a defense to any enforcement action taken pursuant to this Stipulation the failure of any of its officers, directors, agents, employees or successors or assigns to take such action as shall be required to comply with the provisions of this Stipulation. This Stipulation may be used against the Respondent in any subsequent enforcement action or permit proceeding as proof of a past adjudication of violation of the Act and the Board Regulations for all violations alleged in the Complaint in this matter, for purposes of Sections 39 and 42 of the Act, 415 ILCS 5/39 and 42 (2012).

III. IMPACT ON THE PUBLIC RESULTING FROM ALLEGED NON-COMPLIANCE

Section 33(c) of the Act, 415 ILCS 5/33(c) (2012), provides as follows:

In making its orders and determinations, the Board shall take into consideration all the facts and circumstances bearing upon the reasonableness of the emissions, discharges, or deposits involved including, but not limited to:

1. the character and degree of injury to, or interference with the protection of the health, general welfare and physical property of the people;
2. the social and economic value of the pollution source;
3. the suitability or unsuitability of the pollution source to the area in which it is located, including the question of priority of location in the area involved;
4. the technical practicability and economic reasonableness of reducing or eliminating the emissions, discharges or deposits resulting from such pollution source; and
5. any subsequent compliance.

In response to these factors, the Parties to the Stipulation state the following:

1. The violations are of a serious nature, as the permits are required by Illinois EPA to ensure that public water supply additions are safe. Although the projects at issue in this case were subsequently deemed safe by Illinois EPA and therefore granted operating permits, the timely submission of applications for operating permits is necessary to safeguard the total health and welfare of the system.
2. Economic benefit from noncompliance in this matter is de minimis.
3. Operation of the facility was suitable for the area in which it occurred.
4. Obtaining a permit prior to operation of the above mentioned projects and compliance with its terms is both technically practicable and economically reasonable.
5. Respondent has subsequently complied with the Act and the Board Regulations.

IV. CONSIDERATION OF SECTION 42(h) FACTORS

Section 42(h) of the Act, 415 ILCS 5/42(h)(2006), provides as follows:

In determining the appropriate civil penalty to be imposed under . . . this Section, the Board is authorized to consider any matters of record in mitigation or aggravation of penalty, including but not limited to the following factors:

1. the duration and gravity of the violation;
2. the presence or absence of due diligence on the part of the respondent in attempting to comply with requirements of this Act and regulations thereunder or to secure relief therefrom as provided by this Act;
3. any economic benefits accrued by the respondent because of delay in compliance with requirements, in which case the economic benefits shall be determined by the lowest cost alternative for achieving compliance;

4. the amount of monetary penalty which will serve to deter further violations by the respondent and to otherwise aid in enhancing voluntary compliance with this Act by the respondent and other persons similarly subject to the Act;
5. the number, proximity in time, and gravity of previously adjudicated violations of this Act by the respondent;
6. whether the respondent voluntarily self-disclosed, in accordance with subsection i of this Section, the non-compliance to the Agency; and
7. whether the respondent has agreed to undertake a “supplemental environmental project,” which means an environmentally beneficial project that a respondent agrees to undertake in settlement of an enforcement action brought under this Act, but which the respondent is not otherwise legally required to perform.

In response to these factors, the Parties to the Stipulation state as follows:

1. The Respondent failed to obtain an operating permit prior to operating eighteen (18) additions to its public water supply system. The majority of the violations began in 2011 and 2012 and persisted until at least June of 2013. Some violations date back as far as 2006. The majority of the projects in violation have operated for over a year without an operating permit.
2. Respondent was not diligent in attempting to come back into compliance with the Act, Board regulations and applicable federal regulations once the Illinois EPA notified it of its noncompliance. On April 8, 2013 Illinois EPA issued a Violation Notice to Bloomington for failure to obtain drinking water operating permits. On June 15, 2013, Mr. Cummings, Water Director for the City of Bloomington, provided an accounting of the construction permits cited as lacking operating permits. According to this accounting, nine of the projects had been cancelled, four had been cancelled with new construction permits issued, three projects were underway,

four projects were completed and operating permit applications submitted, and thirteen projects were completed with the operating permits to be submitted. Despite promising to submit required operating permit applications for enumerated completed projects by June 21, 2013, multiple operating permit violations remained unresolved. On August 2, 2013, IEPA sent Bloomington a Notice of Intent to Pursue Legal Action Letter. Bloomington did not request a meeting with Illinois EPA.

While eleven of the eighteen operating permit violations were addressed when permit applications were submitted in June of 2013 and approved on June 27, 2013, the rest of the purportedly completed projects continued to operate without operating permits for another year until the Attorney General initiated this enforcement action. However, since the matter has been referred to the Attorney General's Office for enforcement, Respondent has been diligent in attempting to come back into compliance with the Act, Board regulations and applicable federal regulations. The remaining seven permits have been resolved since notifying Respondent of the enforcement action.

3. The economic benefit of noncompliance is de minimis in this matter.

4. Complainant has determined, based upon the specific facts of this matter, that a penalty of Ten Thousand, Two Hundred, and Sixty dollars (\$10,260.00.00) will serve to deter further violations and aid in future voluntary compliance with the Act and Board regulations.

5. Illinois EPA records indicate two previous enforcement actions against Bloomington, both of which were for public water violations.

6. Self-disclosure is not at issue in this matter.

7. The settlement of this matter does not include a supplemental environmental project.

V. TERMS OF SETTLEMENT

A. Penalty Payment

1. The Respondent shall pay a civil penalty in the sum of Ten Thousand, Two Hundred, and Sixty dollars (\$10,260.00) within thirty (30) days from the date the Board adopts and accepts this Stipulation.

B. Stipulated Penalties, Interest and Default

1. If the Respondent fails to make any payment required by this Stipulation on or before the date upon which the payment is due, the Respondent shall be in default and the remaining unpaid balance of the penalty, plus any accrued interest, shall be due and owing immediately. In the event of default, the Complainant shall be entitled to reasonable costs of collection, including reasonable attorney's fees.

2. Pursuant to Section 42(g) of the Act, interest shall accrue on any penalty amount owed by the Respondent not paid within the time prescribed herein. Interest on unpaid penalties shall begin to accrue from the date such are due and continue to accrue to the date full payment is received. Where partial payment is made on any penalty amount that is due, such partial payment shall be first applied to any interest on unpaid penalties then owing.

C. Payment Procedures

All payments required by this Stipulation shall be made by certified check or money order payable to the Illinois EPA for deposit into the Environmental Protection Trust Fund (“EPTF”). Payments shall be sent by first class mail and delivered to:

Illinois Environmental Protection Agency
Fiscal Services
1021 North Grand Avenue East
P.O. Box 19276
Springfield, IL 62794-9276

The name, case number and the Respondent’s federal tax identification number shall appear on the face of the certified check or money order. A copy of the certified check or money order and any transmittal letter shall be sent to:

Elizabeth Dubats
Environmental Bureau
Illinois Attorney General’s Office
500 South Second Street
Springfield, Illinois 62706

D. Future Compliance

1. Respondent shall obtain an operating permit prior to putting into service any new public water supply or addition to an existing water supply for which a construction permit was required, as required by Section 18(a)(3) of the Act, 415 ILCS 5/18(a)(3) (2012); and Sections 602.102 and 652.201 of the Board’s Public Water Supplies Regulations, 35 Ill. Adm. Code 602.102 and 652.201 (2012).

2. Within thirty (30) days of the Board Order accepting this Stipulation and Proposal for Settlement, Respondent shall adopt, maintain, and implement a Standard Operating

Procedure regarding additions and modifications to its public water supply which: clearly delegates reporting responsibilities, establishes a clear chain of authority, requires city employees working on permits to maintain a checklist of regulatory requirements, maintains a calendar of regulatory deadlines, and ensures oversight and accountability over the permit process.

3. Within sixty (60) days of the Board Order accepting this Stipulation and Proposal for Settlement, Respondent shall fill its Water Director vacancy.

4. In addition to any other authorities, the Illinois EPA, its employees and representatives, and the Attorney General, her employees and representatives, shall have the right of entry into and upon the Respondent's facility which is the subject of this Stipulation, at all reasonable times for the purposes of conducting inspections and evaluating compliance status. In conducting such inspections, the Illinois EPA, its employees and representatives, and the Attorney General, her employees and representatives, may take photographs, samples, and collect information, as they deem necessary.

5. This Stipulation in no way affects the responsibilities of the Respondent to comply with any other federal, state or local laws or regulations, including but not limited to the Act and the Board Regulations.

6. The Respondent shall cease and desist from future violations of the Act and Board Regulations that were the subject matter of the Complaint.

E. Release from Liability

In consideration of the Respondent's payment of the \$10,260.00 penalty and its commitment to cease and desist as contained in Section V.D. above, and upon the Board's approval of this Stipulation, the Complainant releases, waives and discharges the Respondent from any further liability or penalties for the violations of the Act and Board Regulations that were the subject matter of the Complaint herein. The release set forth above does not extend to any matters other than those expressly specified in Complainant's Complaint filed concurrently with this Stipulation. The Complainant reserves, and this Stipulation is without prejudice to, all rights of the State of Illinois against the Respondent with respect to all other matters, including but not limited to, the following:

- a. criminal liability;
- b. liability for future violation of state, federal, local, and common laws and/or regulations;
- c. liability for natural resources damage arising out of the alleged violations; and
- d. liability or claims based on the Respondent's failure to satisfy the requirements of this Stipulation.

Nothing in this Stipulation is intended as a waiver, discharge, release, or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the State of Illinois may have against any person, as defined by Section 3.315 of the Act, 415 ILCS 5/3.315, or entity other than the Respondent.

F. Enforcement of Stipulation

1. Upon the entry of the Board's Order approving and accepting this Stipulation, that Order is a binding and enforceable order of the Board and may be enforced as such through any and all available means.

G. Execution of Stipulation

The undersigned representatives for the Parties to the Stipulation certify that they are fully authorized by the party whom they represent to enter into the terms and conditions of this Stipulation and to legally bind them to it.

WHEREFORE, the Parties to the Stipulation request that the Board adopt and accept the foregoing Stipulation and Proposal for Settlement as written.

PEOPLE OF THE STATE OF ILLINOIS, FOR THE ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY

LISA MADIGAN
Attorney General
State of Illinois

LISA BONNETT, Director
Illinois Environmental Protection Agency

MATTHEW J. DUNN, Chief
Environmental Enforcement/
Asbestos Litigation Division

BY: _____

BY: _____
JOHN J. KIM
Chief Legal Counsel

DATE: _____

DATE: _____

Tari Renner, Mayor
City of Bloomington

BY: _____

DATE: _____

Name: _____

Title: _____



FOR COUNCIL: March 9, 2015

SUBJECT: Supplemental Motor Fuel (MFT) Tax Resolution for Lincoln St. MFT Section 92-00283-00-RP

RECOMMENDATION/MOTION: Recommend that the Supplemental MFT Resolution, MFT Section 92-00283-00-RP, in the amount of \$432,289.71 be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services, and Goal 2. Upgrade city infrastructure and facilities. Goal 2 Upgrade City Infrastructure and Facilities.

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City services delivered in the most cost-effective, efficient manner. Objective 2a. Better quality roads and sidewalks.

BACKGROUND: This project involved the construction on new alignment of approximately 1,700 feet of three (3) lane bituminous pavement with curb and gutter. It included traffic signals at the intersection of Lincoln St. & Morrissey Ave. (US Rte. 150). This project has stretched over two (2) decades from conception to completion. The final costs of engineering, right of way acquisition, and construction were all higher than originally anticipated. Final payments have been made to all parties as shown below.

The Public Works Department is making an effort to reconcile older MFT projects with the Illinois Department of Transportation (IDOT). Clark Dietz Engineers has been assisting with same. A recent IDOT audit showed a number of outstanding requirements including this project, an administrative oversight, of having sufficient MFT resolution(s) to cover all the expenses.

	MFT	State	Local
Right-of-Way	\$95,200.00		\$291,064.00
Engineering fees (Farnsworth)	\$235,543.06		
Construction Costs (Rowe)	<u>\$2,501,946.65</u>	<u>\$600,000</u>	<u>\$443,770.52</u>
Total =	\$2,832,689.71	\$600,000	\$734,834.52

MFT Resolutions have been previously approved by Council as follows:

December 9, 1991	\$150,000.00
November 8, 1993	\$62,000.00
August 8, 2005	\$138,400.00
April 14 2008	<u>\$2,050,000.00</u>
Total =	\$2,400,400.00

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: IDOT, District 5.

FINANCIAL IMPACT: In order to finalize the paperwork and close out the project with the IDOT, a Supplemental MFT in the amount of \$432,289.71 is necessary to balance appropriations with actual expenditures. No additional funds are requested or will be expended.

Respectfully submitted for Council consideration.

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

Reviewed by: Steve Rasmussen, Asst. City Manager

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Supplemental Resolution for Improvements by Municipality Under the Illinois Highway Code
Attachment 2. MFT project status

Motion: That the Supplemental MFT Resolution, MFT Section 92-00283-00-RP, in the amount of \$432,289.71 be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

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



Illinois Department of Transportation

Supplemental Resolution for Improvement by Municipality Under the Illinois Highway Code

BE IT RESOLVED, by the Mayor and Council of the

Council or President and Board of Trustees

City of Bloomington Illinois

City, Town or Village

that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
LINCOLN STREET	FAU 6365	BUNN STREET	MORRISSEY AVE. (US RTE 150)

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of Design, Right-of-Way purchase, and Construction on new

alignment of a three lane urban cross section pavement consisting of one through lane in each direction and

a bi-directional left turn lane in the center. The project included storm sewer, sanitary sewer, water main, and

traffic signals at the intersection of Lincoln & Morrissey.

and shall be constructed 35 feet edge to edge wide

and be designated as Section 92-00283-00-RP

2. That there is hereby appropriated the (additional ☒ Yes ☐ No) sum of Four hundred thirty two thousand

two hundred eighty nine ----- and 71/100 Dollars (\$432,289.71) for the

improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by CONTRACT ; and,

Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved

Date

Department of Transportation

Regional Engineer

I, Renee Gooderham, Interim City Clerk in and for the

City of Bloomington

City, Town or Village

County of McLean , hereby certify the

foregoing to be a true, perfect and complete copy of a resolution adopted

by the City Council

Council or President and Board of Trustees

at a meeting on March 9, 2015

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this

day of

(SEAL)

City, Town, or Village Clerk

STATUS OF CLOSE-OUT OF THE CITY OF BLOOMINGTON'S OUTSTANDING MFT PROJECTS
 3/3/2015
 Items CDI has done to date under Phase 2 (14-00352-00-EG).

No.	MFT Number	Priority	Common Name	Change Order (final) Sent	Final Pay Estimate Approved	Material Certification Sent	Material Certification Approved	Final Report Sent	Final Report Approved	Comments
1	99-00319-00-BR	1	Morris Ave Bridge over Goose Creek		5/26/2009	1/28/2014 2/11/2014	TR will verify Matis			hard copy of Final Report in file signed by Russ, was it submitted?
2	02-00325-00-BR	2	Fell Ave Bridge Replacement				Yes	1/29/2014	2/11/2014	DONE !
3	09-00344-00-RS	2	Lincoln (Main to Mercer), Ireland Grove Rd (Bridge to Dover) ERP Project			2/10/2014	TR will verify Matis	3/23/2012		Invoice for 56K mailed to IDOT Nov, 2014.
4	10-00346-00-RS	2	General Maintenance Resurfacing 2010-11			need	TR will verify Matis	2/14/2014		May also need BLR 13210 Req for Chng in Plan. Russ submitted.
5	92-00283-00-RP	3	Lincoln St. (Bunn to Morrissey)	10/16/2014	10/23/2014	need		DRAFT		Supplemental Resolution on March 9, 2015 Council.
6/7	02-00328-00-TL/PV	3	Downtown Intersections (Arena) Improv		Yes		5/20/2008	1/24/2014 10/21/14	10/23/2014	DONE !
8	05-00332-00-PV	3	Mitsubishi Mtwy (Six Pnts to Sugar Crk)	11/5/2014	11/20/2014	need		need		
9	82-00240-00-PV	4	ML King Dr (Oakland to Washington)	NA	NA	NA	NA	Draft in file		(Design & ROW Only - Not Built) Recvd letter & Invoice from LVB. Made timeline for Bob Yehl.
10	93-00295-00-PV	4	Blechy/Hamilton at Veterans Parkway		X		X		10/31/2011	DONE !
11	93-00295-02-PV	4	Hamilton Rd (Greenwood to Timberlake)		X		X		8/4/2011	DONE !
12	93-00295-03-PV	4	Hamilton Rd (Timberlake to Main)		X		X	11/25/2014	1/2/2015	DONE !
13	96-00306-00-SP	4	White Oak Rd & ML King Intersection		X		X	10/3/2011		e-mailed Tim R. 11/7/14 re outstanding needs. Tim replied this project is DONE !
14	96-00314-00-RP	4	Washington St (Clayton to Colton)		4/23/2008		4/16/2008	1/23/2014	2/6/2014	DONE !
15	97-00315-00-RP/TL	4	Airport Rd (IL Rt 9 to Gill)			2/12/2014	Yes		10/23/2014	DONE !
16	03-00327-00-TL	4	Market St. (W Rt 9 and I-55/74 Ramp)					11/7/2014	11/20/2014	DONE !
17	03-00330-00-TL	4	McArthur & Bus US 51 (Main) Signals		Yes	10/20/2014	Yes **	3/11/2008 **	X	DONE !
18	06-00336-00-PV/PT	4	Lafayette St (Maple to Morrissey)	11/14/2014	11/20/2014					
19	07-00339-00-BD	4	904 E. Lincoln St Building Demolition	11/5/2014	11/20/2014	X	X	12/3/2014	1/2/2015	DONE !
20	10-00347-00-PV	4	Hershey Rd Extension (Hamilton to 750' S)	12/12/2014 1/29/2015	12/12/2014 1/29/2015	1/29/2015 2/3/2015				OPEN CONTRACT - DON'T TOUCH
21	11-00348-00-PV	4	Locust - Colton CSO Elimination Phase 1					DRAFT		Matl List Recvd 1/14/15
22	12-00349-00-PV	4	Morris Ave (Fox Hill Apts to Six Pnts)	2/14/2014	5/19/2014			2/14/2014		Russ submitted.
23	12-00350-00-TL	4	Veterans Pkwy Traffic Signal UPS Instl (IDOT Project)	N/A	N/A	N/A	N/A	1/15/2015	2/5/2015	DONE !
24	97-00315-00-TL	4	Airport Rd from Gill to Route 9 Traffic Signals	DUPLICATE #						
26	81-00230-00-PV	4	Veterans Pkwy & Morris (IDOT Project)	N/A	N/A	N/A	N/A	1/26/2015		Final Pay to IDOT 1/26/2015 Council.



FOR COUNCIL: March 9, 2015

SUBJECT: Application of Bloomington Mobil, Inc., d/b/a Bloomington Mobil, located at 1513 Morrissey Dr., requesting a GPBS liquor license which would allow the sale of packaged beer and wine only for consumption off the premises seven (7) days a week

RECOMMENDATION/MOTION: Recommend that a GPBS liquor license for Bloomington Mobil, Inc., d/b/a Bloomington Mobil, located at 1513 Morrissey Dr., be created, contingent upon compliance with all applicable health and safety codes.

STRATEGIC PLAN LINK: Goal 4. Grow the local economy.

STRATEGIC PLAN SIGNIFICANCE: Objective 4.a. Retention and growth of current local business.

BACKGROUND: The applicant appeared before the Liquor Commission at the January 13, 2015 and February 10, 2015 Liquor Commission meetings. Summaries of those proceedings follow.

Bloomington Liquor Commissioner Tari Renner called the Liquor Commission to order on January 13, 2015, to hear the request of Bloomington Mobil, Inc., d/b/a Bloomington Mobil, located at 1513 Morrissey Dr., requesting a GPBS liquor license which would allow the sale of packaged beer and wine only for consumption off the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, and Renee Gooderham, Chief Deputy Clerk and Thagish John and Vijay Musvnurv owners and applicant representatives.

Commissioner Renner opened the liquor hearing and requested that the applicant representatives address this request. Thagish John and Vijay Musvnurv owners and applicant representatives addressed the Commission. Mr. John noted that the location currently held a packaged liquor license.

Commissioner Renner questioned BASSET (Beverage Alcohol Sellers and Servers Education) training and retail sale of alcohol experience. Mr. John responded negatively.

Commissioner Jordan questioned floor plan and insurance. Mr. John stated that floor plan would be the same as the current liquor license holder. He explained that they were currently working with an insurance company.

Commissioner Renner noted that the articles of incorporation were missing.

Commissioner Tompkins noted that the emergency contact sheet listed Ms. Dakes address as the business. Mr. John stated he would provide an updated address.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan to lay over the GPBS liquor license of Bloomington Mobil, Inc., d/b/a Bloomington Mobil, located at 1513 Morrissey Dr., until the next Liquor Commission Meeting on February 10, 2015.

Commissioner Renner reminded the Applicant's that prior to the Liquor Commission meeting the following would have to be completed: 1.)emergency contact address updated; 2.)provide articles of incorporation; 3.)insurance commitment letter; 4.)floor plan; and 5.) commitment to BASSET training.

There being no further business before the Commission, the meeting recessed at 4:27 p.m.

Bloomington Liquor Commissioner Tari Renner called the Liquor Commission to order on February 10, 2015 for the reappearance of Bloomington Mobil, Inc., d/b/a Bloomington Mobil, located at 1513 Morrissey Dr., requesting a GPBS liquor license which would allow the sale of packaged beer and wine only for consumption off the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Assistant Corporation Counsel, Renee Gooderham, Chief Deputy Clerk and ViJay Musunuru Bloomington Mobil owner/operator.

Commissioner Renner opened the liquor hearing and requested that an update be provided. ViJay Musunuru, Bloomington Mobil owner/operator, addressed the Commission. He stated that the bond, BASSETT (Beverage Alcohol Sellers and Servers Education) certifications and floor plan had been provided to the Clerk's Office.

Mr. Musunuru stated that he and two (2) employees had completed BASSETT training.

Commissioner Jordan questioned employee numbers in relation to BASSETT training. Mr. Musunuru replied that all three (3) employees would obtain certification.

Renee Gooderham, Chief Deputy Clerk, addressed the Commission. She verified the submission of bond, liquor liability insurance, BASSETT certification, floor plan and articles of incorporation.

Motion by Commissioner Jordan, seconded by Commissioner Renner that the commission recommend to the City Council creation of a GPBS Liquor License for Bloomington Mobil, Inc., d/b/a Bloomington Mobil, located at 1513 Morrissey Dr., requesting a GPBS liquor license.

Ayes: Commissioner Jordan and Renner.

Present: Commissioner Tompkins.

Motion carried.

Commissioner Renner stated that this item would appear on the Council's March 9, 2015 Consent Agenda. He encouraged them to attend same.

There being no further business before the Commission, the meeting recessed at 4:48 p.m.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on January 5, 2015 in accordance with City Code. In accordance with City Code, approximately three (3) courtesy copies of the Public Notice were mailed on DATE. In addition, the Agenda for the January 13 and February 10, 2015 Meetings of the Liquor Commission were placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: The annual fee for a GPBS liquor license is \$1,180. The Licensee will also be responsible for paying appropriate taxes.

Respectfully submitted for Council consideration.

Prepared by:

Renee Gooderham, Interim City Clerk

Reviewed by:

George D. Boyle, Asst. Corporation Counsel

Recommended by:



Tari Renner
Mayor

Attachments: Attachment 1. Creation of New License - Findings

Motion: That a GPBS liquor license for Bloomington Mobil, Inc., d/b/a Bloomington Mobil, located at 1513 Morrissey Dr., be created, contingent upon compliance with all applicable health and safety codes.

Motion: _____

Seconded by: _____

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

Chapter 6: Section 4B: Creation of New License – Findings

(a) Standard for Creation. The City Council shall not create a new liquor license unless it has previously found that the creation of such license is necessary for the public convenience of residents of Bloomington and is in the best interest of the City of Bloomington. (Ordinance No. 1981-18)

(b) Factual Criteria. In deciding whether creation of a new license is necessary, the City Council shall consider:

- (1) The class of liquor license applied for;
- (2) Whether most of the establishment's anticipated gross revenue will be from sale of alcohol or other resources;
- (3) The character and nature of the proposed establishment;
- (4) The general design, layout and contents of the proposed establishment;
- (5) The location of the proposed establishment and the probable impact of a liquor establishment at that location upon the surrounding neighborhood or the City as a whole giving particular consideration to; (Ordinance No. 2004-2)

(a) the type of license(s) requested in the application;

(b) the nature of the proposed establishment; (Ordinance No. 2004-2)

(c) the location of the building of the proposed establishment in relation to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station with particular emphasis on its entrances/exits, windows and parking facilities; (Ordinance No. 2004-2)

(d) the hours of operation of the proposed establishment; (Ordinance No. 2004-2)

(e) the effect of live entertainment and/or amplified music in the proposed establishment upon persons in the surrounding area, particularly with respect to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station; (Ordinance No. 2004-2)

(f) signs and lights which are visible from the exterior of the proposed establishment;

(g) whether a Sunday license is being requested for the proposed establishment;

(h) the extent to which other businesses are licensed to sell alcoholic beverages at retail in the area under consideration;

(i) whether and what types of alcohol the applicant proposes to sell in single serving sizes for consumption off of the premises. (Ordinance No. 2004-2)

- (6) The probable demand for the proposed liquor establishment in the City;
- (7) The financial responsibility of the applicant;
- (8) Whether the applicant, or (if the applicant is a partnership or corporation) whether any partner, officer or director of the applicant has ever held a liquor license and his or her performance as a licensee; (Ordinance No. 1977-69)
- (9) Whether the applicant intends to furnish live entertainment in the establishment, and if so, the nature of such entertainment;
- (10) Whether the applicant intends to obtain a dancing permit pursuant to Chapter 7 of Bloomington City Code;
- (11) Whether the proposed establishment poses any problem to the Bloomington Police Department or Liquor Commissioner in the enforcement of City Ordinance or State and Federal Law;
- (12) Whether a current City of Bloomington liquor license has been issued for the premises sought to be licensed in the application;
- (13) Whether the premises complies with all pertinent health and safety codes applicable within the City of Bloomington;
- (14) No license shall be created for, or maintained by, an establishment whose primary or major focus is video gaming. In determining whether an establishment's primary or major focus is video gaming, the following factors may be considered.

(a) The layout and design of the establishment, including such factors as:

- 1. the number of video gaming machines relative to the customer seating capacity of the establishment; and
- 2. the square footage of space devoted to video gaming relative to the amount of space devoted to other activities;

(b) Whether the probable revenue derived from the establishment will be primarily from video gaming;

(c) The number of employees at the establishment and their proposed function;

(d) Other relevant factors. (Ordinance No. 2013-13)

(15) The recommendation of the Liquor Commission. (Ordinance No. 2013-13)

(c) All licenses created hereby are subject to issuance by the Mayor in his discretion as provided in 235 ILCS 5/4-4 and Section 37 of this Chapter. (Ordinance No. 2013-13)



FOR COUNCIL: March 9, 2015

SUBJECT: Suspension of Ordinances to Allow Consumption of Alcohol at Davis Lodge on May 16, 2015

RECOMMENDATION/MOTION: That the Ordinance be passed.

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

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

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the request of Laurel Augsburger and Aaron Davis to allow moderate consumption of alcohol at their May 16, 2015 wedding reception to be held at Davis Lodge. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel and Renee Gooderham, Chief Deputy Clerk.

Staff Absent: Tracey Covert, City Clerk.

Commissioner Renner opened the Public Comment section of the meeting. No one came forward to address the Commission.

Commissioner Renner opened the liquor hearing and requested that the requestor address this request. Aaron Davis addressed the Commission. The wedding ceremony and reception would be held at the Davis Lodge on May 16, 2015. Baxter's American Grille, located at 312 E. Empire St., would provide the food and beverage service. Liquor service would be limited to beer and wine only.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that the request of Laurel Augsburger and Aaron Davis to allow moderate consumption of alcohol at the Davis Lodge for their May 16, 2015 wedding reception be approved.

Motion carried, (viva voce).

Commissioner Renner stated that this item would appear on the Council's March 9, 2015 Consent Agenda. He encouraged them to attend same.

There being no further business before the Commission, the meeting recessed at 4:02 p.m.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the February 10, 2015 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, Interim City Clerk

Reviewed by:

George D. Boyle, Asst. Corporation Council

Recommended by:



Tari Renner
Mayor

Attachments: Attachment 1. Ordinance

Motion: That the Ordinance be passed.

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2015 -

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

WHEREAS, Laurel Augsburger and Aaron Davis are planning to hold their wedding reception at the LOCATION Pavilion from 4:00 p.m. to 10:00 p.m. on May 16, 2015; and

WHEREAS, Laurel Augsburger and Aaron Davis have requested permission from the City to serve beer and wine during this event; and

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

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the wedding reception at the Davis Lodge on May 16, 2015 under the conditions set forth in the rental agreement.

Section 2: Except for the date of 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 9th day of March, 2015.

APPROVED this ____th day of March, 2015.

APPROVED:

Tari Renner
Mayor

ATTEST:

Renee Gooderham
Interim City Clerk



FOR COUNCIL: March 9, 2015

SUBJECT: Approve a Budget Amendment to Accounts (10019180 - 89410), (40100100 - 85100) and (40100100 - 72510) in the General and Capital Improvement and Agreement with Sugar Creek Packing Co.

RECOMMENDATION/MOTION: Recommend that the Agreement with Sugar Creek Packing Co. located at 412 East St. be acquired at an acquisition amount not to exceed \$245,000. be approved, the Ordinance Amending the Budget to Add Funds to Accounts (10019180 - 89410), (40100100 - 85100) and (40100100 - 72510) in the General and Capital Improvement Fund be passed and the Mayor 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. Goal 6. Prosperous Downtown Bloomington.

STRATEGIC PLAN SIGNIFICANCE: Objective 2d. Well-designed and well maintained City facilities emphasizing productivity and customer service. 5a. Well-planned City with necessary services and infrastructure. 5e. More attractive city: commercial areas and neighborhoods. 6a. More beautiful, clean Downtown Area. 6b. Downtown Vision and Plan used to guide development, redevelopment, and investments. 6c. Downtown becoming a community and regional destination.

BACKGROUND: The City has considered the purchase of the Sugar Creek Packing Plant located at 412 East St. The property is approximately 36,224 sq. ft. (0.83 acres) in area. The building on the site, (23,648 sq. ft.), includes 2,090 sq. ft. of office space, 20,203 sq. ft. of warehouse space, and 1,335 sq. ft. of miscellaneous space. The original building dates back to about 1920 with additions in 1969, 1971, 1992 and 1997. The building has little area significance, and while it had been zoned manufacturing, it does not lend itself to current market demands for manufacturing space as a result of its age, limited ceiling height, size and location relative to major highways.

The Sugar Creek Packing Co. contracted a Phase I & Phase II Environmental Assessment in 2003. These studies concluded that no levels of deleterious constituents were found which rose to the level of needing remediation based upon Illinois Environmental Protection Agency (IEPA) regulations. The studies also determined that a 1,000 gallon underground storage tank (UST) which used to store waste oil was likely removed from the site but found no conclusive documentation indicating such. An asbestos study dated March 24, 2014 was clean.

Acquisition of the subject property provides a number of options: It could be combined with other City owned parcels in the area to encourage potentially larger or more intense land uses. It could also be used to provide necessary additional parking in the area allowing for upwards of nearly 115 additional parking spaces. According to City Code, the Library and City Hall campuses need a total of 1,090 parking spaces. Currently there are only 457. The site could also

be used as a storm water detention basin servicing Downtown as part of the CSO (Combined Sewer Overflow) elimination project. The site could be combined with construction of a smaller facility and adjacent green space to provide a more aesthetically pleasing area with other nearby public uses.

Update since August 11, 2014 Council meeting: Council approved the purchase at the August 11, 2014 meeting contingent on the acquisition of a No Further Remediation (NFR) letter from the IEPA for the subject property. However, an NFR letter was not obtained and accordingly the purchase was not finalized. In the absence of obtaining an NFR letter, Sugar Creek allowed, and the City decided to pursue some additional environmental samplings to assess the property's environmental standing and determine if the UST is still present. The cost of the additional sampling was \$6,000 and Sugar Creek has lowered its price of the property by \$5,000 to offset those costs.

At staff's request, additional soil sampling was performed at the subject property on January 28, 2015 by Prairie Analytical Systems, Inc. and Ramsey Geotechnical Engineering in partnership with Farnsworth Group. The latest soil samples indicate that the UST was removed based on the findings of pea gravel in the center of the location where the UST was believed to have been located (pea gravel is often used as backfill when a UST is removed).

Staff recommends that the City proceed with the acquisition of the Sugar Creek Packing Plant as originally presented at the August 11, 2014 Council Meeting having found additional environmental issues of significance..

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: IEPA

FINANCIAL IMPACT: The approval of the Budget Amendment will allow a transfer from the General Fund balance for General Fund Transfers to Capital Improvement (10019180 - 89410) and to the Capital Improvement from General Fund (40100100 - 85100). The expenditure will be paid from the Capital Improvement Land account (40100100 - 72510). A lease will be executed after completing the bid process to pay for this purchase. A rough estimate of the debt service is 5 years at 2.35% with biannual payments of \$26,100.

Respectfully submitted for Council consideration.

Prepared by: Austin Grammer, Economic Development Coordinator

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Ordinance
Attachment 2. Exhibit 1
Attachment 3. Exhibit A
Attachment 4. Soil Sampling Investigation
Attachment 5. Map

Motion: That the Agreement with Sugar Creek Packing Co. located at 412 East St. be acquired at an acquisition amount not to exceed \$245,000. be approved, the Ordinance Amending the Budget to Add Funds to Accounts (10019180 - 89410), (40100100 - 85100) and (40100100 - 72510) in the General and Capital Improvement Fund be passed and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2015–

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2015**

WHEREAS, on April 21, 2014 by Ordinance Number 2014 - 35, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2015, which Ordinance was approved by Mayor Tari Renner on April 28, 2014; and

WHEREAS, a budget amendment is needed as detailed below;

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

Section One: Ordinance Number 2014 - 35 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2015) is further hereby amended by inserting the following line item and amount presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2014 - 35 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2014 - 35.

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

PASSED the 9th day of March 2015.

APPROVED the ____ day of March 2015

APPROVED:

Tari Renner
Mayor

ATTEST:

Renee Gooderham
Interim City Clerk

		Exhibit 1	
Account #	Fund	Account Description	Amount
10019180-89410	General	General Fund Transfer-To Capital Improvement	\$ 245,000.00
40100100-85100	Capital Improvement	Capital Improvement-From General Fund	\$ (245,000.00)
40100100-72510	Capital Improvement	Capital Improvement-Land	\$ 245,000.00
		Net Budget Increase/(Decrease):	245,000.00

EXHIBIT A

Tract No. 1:

Lot 2 and 7 feet off the entire South side of Lot 1, all in Block 2 in Flagg's First Addition to Bloomington, being a Subdivision of part of the Southeast 1/4 and part of the Southwest 1/4 of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian, according to the plat thereof recorded January 26, 1858 in Book 34 of Deeds, page 67 and re-recorded in Plat Book 3, page 122, in McLean County, Illinois.

Tract No. 2:

Lot 1 in Block 2 in Flagg's First Addition to the City of Bloomington (except 7 feet off the entire South side thereof), being a part of the Southeast 1/4 and part of the Southwest 1/4 of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian, according to the plat thereof recorded January 26, 1858 in Book 34 of Deeds, page 67 and re-recorded in Plat Book 3, page 122, in McLean County, Illinois.

Tract No. 3:

A tract of land described as follows: Commencing on the East side of Albert Street (now East Street) in the City of Bloomington, 543.50 feet South of Olive Street (formerly Charles Street); thence East 128 feet; thence South to the North line extended East of Lot 1 in Block 2 in Flagg's First Addition to the City of Bloomington; thence West to the East line of Albert Street (now East Street); thence North to the place of beginning, being part of Lot 29 in the Southeast 1/4 of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian, in McLean County, Illinois.



2709 McGraw Drive
Bloomington, Illinois 61704
p 309.663.8435 f 309.663.1571

www.f-w.com | www.greennavigation.com

February 6, 2015

Mr. David Hales
City Manager
City of Bloomington
109 East Olive Street
Bloomington, Illinois 61701

Subject: Soil Sampling Investigation
Former Sugar Creek Packing Company
410 South East Street, Bloomington, Illinois

Dear Mr. Hales:

Farnsworth Group, Inc. in cooperation with Ramsey Geotechnical Engineering completed the soil sampling investigation at the former Sugar Creek Packing Company located at 410 South East Street property on January 28, 2015. After review of the laboratory analysis results and field observations described below, Farnsworth Group, Inc. found no evidence of a contamination plume related to a former underground storage tank. The purpose of the soil sampling investigation was to validate the findings of the 2003 Phase II Environmental Site Assessment for property due diligence.

The soil sampling investigation included five (5) environmental soil borings on the subject property to document the subsurface soil conditions near the location of a former underground storage tank discussed in the 2003 Phase II Environmental Site Assessment completed by PSI. The location of the soil borings can be observed in the attached aerial photograph. Farnsworth Group, Inc. utilized the RKI Instruments EAGLE 2 photoionization detector (PID) to monitor levels of volatile organic compounds (VOCs) throughout the depth of the borings. PID screening results, soil description, visual and olfactory observations were recorded on the attached boring logs.

One (1) soil sample was collected from each soil boring and sent to Prairie Analytical Systems, Incorporated where it was analyzed for chemical levels of benzene, toluene, ethylbenzene, and xylenes (BTEX) as well as polynuclear aromatics (PNAs). The BTEX and PNA compounds are associated with petroleum products including gasoline and diesel. The attached Prairie Analytical Systems, Incorporated laboratory results have been compared to the most stringent Tier 1 Soil Remediation Objectives for Commercial/Industrial Properties from the Illinois Environmental Protection Agency's Tiered Approach to Corrective Action Objectives (TACO). The following field and laboratory result observations were noted:

- Boring 1-28A was conducted to the south of the concrete patch. Resistance was observed at a depth of approximately 7-ft below ground surface similar to the 2003 Phase II borings conducted by PSI. It is believed the resistance is due to historical footings or structures. No elevated PID readings or concentrations above Tier 1 Objectives for Commercial/Industrial properties were observed.
- Boring 1-28B was conducted in the central portion of the concrete patch which is thought to be located on top of the former underground storage tank location. During the boring, pea gravel was observed below the concrete patch down to a depth of approximately 10-ft below ground surface where it transitioned to brown clay. Pea gravel is commonly used a backfill material after an underground storage tank has been removed. With the presence of the concrete patch, pea gravel and no penetration of an underground storage tank, it is likely that the underground storage tank discussed in the 2003 Phase II Assessment was removed from the property. Elevated VOC levels were detected by the PID instrument in the brown clay material beneath the pea gravel. A soil sample collected from the brown clay and analyzed by the laboratory did not contain concentrations above Tier 1 Objectives for Commercial/Industrial properties.
- Boring 1-28C was conducted to the west of the concrete patch to a depth of approximately 11-ft below ground surface. No elevated PID readings were observed. Laboratory results from the soil sample taken at a depth of 10-ft below ground surface indicate a marginal exceedance of benzo(a)pyrene above the Tier 1 Objectives for ingestion exposure pathway for Commercial/Industrial properties.
- Borings 1-28D and 1-28E were conducted to the east and north, respectively, of the concrete patch. No elevated PID readings or concentrations above Tier 1 Objectives for Commercial/Industrial properties were observed.

The findings of this investigation were consistent with the 2003 Phase II Assessment. No further action is recommended related to this former underground storage tank.

If you have any questions or require further assistance, please feel free to contact us.

Sincerely,

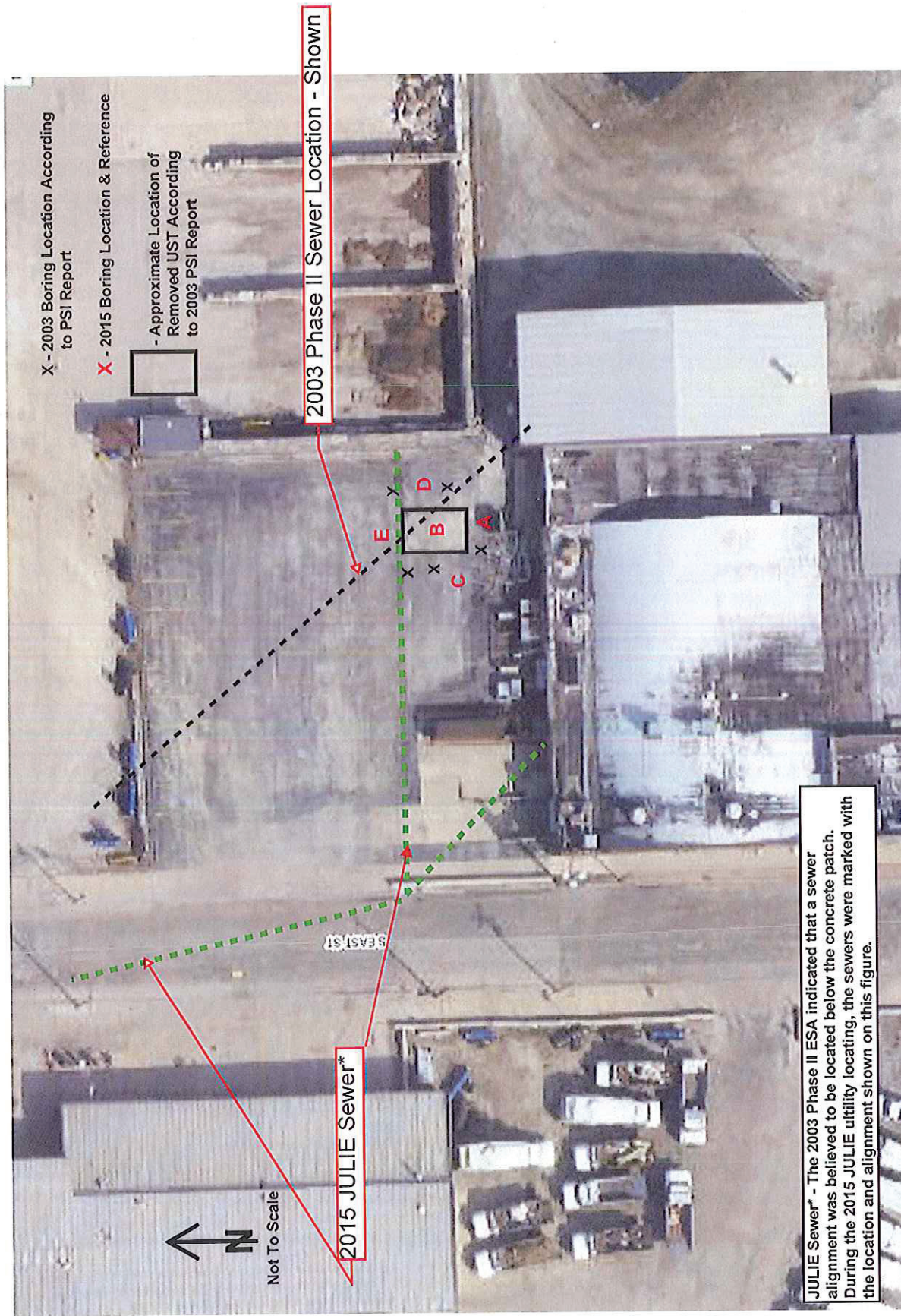
FARNSWORTH GROUP, INC.


Zach Knight
Engineer


Robert Kohlhase
Senior Engineering Manager

Enclosures

CC: Alex McElroy, City of Bloomington Assistant to the City Manager
Austin Grammer, City of Bloomington Economic Development Coordinator



418 South East Street, Bloomington, Illinois
Soil Sampling
Soil Boring Location Map

Former Sugar Creek Packing Company - 410 S. East Street, Bloomington, IL
Soil Sampling Boring Log

Boring 1-28A

Ground Surface

0"-4" Asphalt

4"- 6' Dark Brown Silty Clay, Sand & Gravel

6'-7' Brick/Sand Mix (Refusal at 7')

* No elevated PID Reading

Boring 1-28B

Ground Surface

0"-6" Concrete

6"- 14" Brown Silt/Sand & Gravel CA-06 Base

14"-10' Pea Gravel

10'-13' Brown Clay

*Odor, PID Reading - 252 ppm

Boring 1-28C

Ground Surface

0"-3" Asphalt

3"- 15" Brown Sand & Gravel with Brick & Concrete Fill

15"-11' Dark Brown Silty/Clay with Brick & Concrete Fill

* No elevated PID Reading

Former Sugar Creek Packing Company - 410 S. East Street, Bloomington, IL
Soil Sampling Boring Log

Boring 1-28D

Ground Surface

0"-3" Asphalt

3"- 6" Crushed Limestone CA-06

6"-10' Dark Brown Silty/Clay with Sand & Gravel, Brick Fill

10'-12' Mottled to Dark Brown Silty/Clay with traces of Sand & Gravel

* No elevated PID Reading

Boring 1-28E

Ground Surface

0"-3" Asphalt

3"- 30" Sand & Gravel

30"-5' Brown Silty/Clay with traces of Sand & Gravel

5'-8' Dark Brown Silty/Clay with traces of Sand, Saturated

* No elevated PID Reading

Farnsworth Group		Project: Sugar Creek Soil Sampling: Bloomington		Work Order: 15A0506												
Chemical Name	Exposure Route-Specific Values*		Soil Component of GW Ingestion Route Values*			15A0506-01 Soil Boring 1-28A 01/28/2015	15A0506-02 Soil Boring 1-28B 01/28/2015	15A0506-03 Soil Boring 1-28C 01/28/2015	15A0506-04 Soil Boring 1-28D 01/28/2015	15A0506-05 Soil Boring 1-28E 01/28/2015						
	Ingestion	Inhalation	Class1	Class2	ADL											
BTEX																
SW8260B Rev2 1996 (mg/Kg dry)																
Benzene	100	1.6	0.03	0.17		< 0.00683	< 0.0130	< 0.00374	< 0.0113	< 0.0158						
Ethylbenzene	200000	400	13	19		< 0.00683	< 0.0130	< 0.00374	< 0.0113	< 0.0158						
Toluene	410000	650	12	29		< 0.00683	< 0.0130	< 0.00374	< 0.0113	< 0.0158						
Xylenes (total)	410000	320	150	150		< 0.0205	< 0.0390	< 0.0112	< 0.0338	< 0.0474						
PNAS																
SW8270C (mg/Kg dry)																
Acenaphthene	120000		570	2900		< 0.386	< 0.366	0.609	< 0.359	< 0.397						
Acenaphthylene	61000		85	420		< 0.386	< 0.366	< 0.363	< 0.359	< 0.397						
Anthracene	610000		12000	59000		< 0.386	< 0.366	0.938	< 0.359	< 0.397						
Benzo(a)anthracene	8		2	8		< 0.386	< 0.366	1.49	< 0.359	< 0.397						
Benzo(b)fluoranthene	8		5	25		< 0.386	< 0.366	1.12	< 0.359	< 0.397						
Benzo(k)fluoranthene	78		49	250		< 0.386	< 0.366	0.933	< 0.359	< 0.397						
Benzo(g,h,i)perylene	61000		27000	130000		< 0.386	< 0.366	0.557	< 0.359	< 0.397						
Benzo(a)pyrene	0.8		8	82		< 0.0772	< 0.0732	0.944	< 0.0718	< 0.0793						
Chrysene	780		160	800		< 0.386	< 0.366	1.81	< 0.359	< 0.397						
Dibenz(a,h)anthracene	0.8		2	7.6		< 0.0772	< 0.0732	0.225	< 0.0718	< 0.0793						
Fluoranthene	82000		4300	21000		< 0.386	< 0.366	2.54	< 0.359	< 0.397						
Fluorene	82000		560	2800		< 0.386	< 0.366	0.603	< 0.359	< 0.397						
Indeno(1,2,3-cd)pyrene	8		14	69		< 0.386	< 0.366	0.664	< 0.359	< 0.397						
Naphthalene	41000	170	12	18		< 0.386	< 0.366	< 0.363	< 0.359	< 0.397						
Phenanthrene	61000		210	1100		< 0.386	< 0.366	2.25	< 0.359	< 0.397						
Pyrene	61000		42000	21000		< 0.386	< 0.366	2.53	< 0.359	< 0.397						
Notes:																
* Illinois EPA Tier 1 Soil Remediation Objectives for Commercial/Residential Properties; 35 IAC 742, Appendix B, Table B & IEPA Non-TACO Guidance																
All results are reported as mg/kg-dry unless otherwise noted.																
Bold/Shaded results indicate concentrations exceeding most stringent Tier 1 Values																
Aquamarine shaded values are the most stringent Tier 1 values for Commercial/Industrial Properties																



Thursday, February 5, 2015

Zach Knight
Farnsworth Group
2709 McGraw Drive
Bloomington, IL 61704
TEL: (309) 663-8435
FAX: (309) 663-1571

RE: Sugar Creek Soil Sampling: Bloomington

PAS WO: 15A0506

Prairie Analytical Systems, Inc. received 5 sample(s) on 1/29/2015 for the analyses presented in the following report.

All applicable quality control procedures met method specific acceptance criteria unless otherwise noted.

This report shall not be reproduced, except in full, without the prior written consent of Prairie Analytical Systems, Inc.

If you have any questions, please feel free to contact me at (217) 753-1148.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Kristen Potter".

Kristen A. Potter
Project Manager

Certifications: NELAP/NELAC - IL #100323

1210 Capital Airport Drive	*	Springfield, IL 62707	*	1.217.753.1148	*	1.217.753.1152 Fax
9114 Virginia Road Suite #112	*	Lake in the Hills, IL 60156	*	1.847.651.2604	*	1.847.458.0538 Fax

LABORATORY RESULTS

Client: Farnsworth Group
 Project: Sugar Creek Soil Sampling: Bloomington
 Client Sample ID: Soil Boring 1-28A
 Collection Date: 1/28/15 10:35

Lab Order: 15A0506
 Lab ID: 15A0506-01
 Matrix: Solid

Analyses	Result	Limit	Qual	Units	DF	Date Prepared	Date Analyzed	Method	Analyst
Volatile Organic Compounds by GC-MS									
*Benzene	U	0.00683		mg/Kg dry	1	2/3/15 9:35	2/3/15 18:08	SW8260B Re	BDP
*Ethylbenzene	U	0.00683		mg/Kg dry	1	2/3/15 9:35	2/3/15 18:08	SW8260B Re	BDP
*Toluene	U	0.00683		mg/Kg dry	1	2/3/15 9:35	2/3/15 18:08	SW8260B Re	BDP
*Xylenes (total)	U	0.0205		mg/Kg dry	1	2/3/15 9:35	2/3/15 18:08	SW8260B Re	BDP
Surrogate: 4-Bromofluorobenzene		98 %		75-120		2/3/15 9:35	2/3/15 18:08	SW8260B Re	BDP
Surrogate: 1,2-Dichloroethane-d4		95 %		75-119		2/3/15 9:35	2/3/15 18:08	SW8260B Re	BDP
Surrogate: Toluene-d8		97 %		78-114		2/3/15 9:35	2/3/15 18:08	SW8260B Re	BDP

Semi-Volatile Organic Compounds by GC-MS

*Acenaphthene	U	0.386		mg/Kg dry	1	1/30/15 9:04	2/2/15 19:10	SW8270C	AJD
*Acenaphthylene	U	0.386		mg/Kg dry	1	1/30/15 9:04	2/2/15 19:10	SW8270C	AJD
*Anthracene	U	0.386		mg/Kg dry	1	1/30/15 9:04	2/2/15 19:10	SW8270C	AJD
*Benzo(a)anthracene	U	0.386		mg/Kg dry	1	1/30/15 9:04	2/2/15 19:10	SW8270C	AJD
*Benzo(b)fluoranthene	U	0.386		mg/Kg dry	1	1/30/15 9:04	2/2/15 19:10	SW8270C	AJD
*Benzo(k)fluoranthene	U	0.386		mg/Kg dry	1	1/30/15 9:04	2/2/15 19:10	SW8270C	AJD
*Benzo(g,h,i)perylene	U	0.386		mg/Kg dry	1	1/30/15 9:04	2/2/15 19:10	SW8270C	AJD
*Benzo(a)pyrene	U	0.0772		mg/Kg dry	1	1/30/15 9:04	2/2/15 19:10	SW8270C	AJD
*Chrysene	U	0.386		mg/Kg dry	1	1/30/15 9:04	2/2/15 19:10	SW8270C	AJD
*Dibenz(a,h)anthracene	U	0.0772		mg/Kg dry	1	1/30/15 9:04	2/2/15 19:10	SW8270C	AJD
*Fluoranthene	U	0.386		mg/Kg dry	1	1/30/15 9:04	2/2/15 19:10	SW8270C	AJD
*Fluorene	U	0.386		mg/Kg dry	1	1/30/15 9:04	2/2/15 19:10	SW8270C	AJD
*Indeno(1,2,3-cd)pyrene	U	0.386		mg/Kg dry	1	1/30/15 9:04	2/2/15 19:10	SW8270C	AJD
*Naphthalene	U	0.386		mg/Kg dry	1	1/30/15 9:04	2/2/15 19:10	SW8270C	AJD
*Phenanthrene	U	0.386		mg/Kg dry	1	1/30/15 9:04	2/2/15 19:10	SW8270C	AJD
*Pyrene	U	0.386		mg/Kg dry	1	1/30/15 9:04	2/2/15 19:10	SW8270C	AJD
Surrogate: 2-Fluorobiphenyl		76 %		38-122		1/30/15 9:04	2/2/15 19:10	SW8270C	AJD
Surrogate: Nitrobenzene-d5		81 %		45-136		1/30/15 9:04	2/2/15 19:10	SW8270C	AJD
Surrogate: 4-Terphenyl-d14		84 %		57-122		1/30/15 9:04	2/2/15 19:10	SW8270C	AJD

Conventional Chemistry Parameters

Percent Solids	77.7	0.100		%	1	1/30/15 13:55	2/2/15 8:41	ASTM D2974	DMS
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LABORATORY RESULTS

Client: Farnsworth Group
 Project: Sugar Creek Soil Sampling: Bloomington
 Client Sample ID: Soil Boring 1-28B
 Collection Date: 1/28/15 11:10

Lab Order: 15A0506
 Lab ID: 15A0506-02
 Matrix: Solid

Analyses	Result	Limit	Qual	Units	DF	Date Prepared	Date Analyzed	Method	Analyst
Volatile Organic Compounds by GC-MS									
*Benzene	U	0.0130		mg/Kg dry	1	2/4/15 10:40	2/4/15 11:56	SW8260B Re	AJD
*Ethylbenzene	U	0.0130		mg/Kg dry	1	2/4/15 10:40	2/4/15 11:56	SW8260B Re	AJD
*Toluene	U	0.0130		mg/Kg dry	1	2/4/15 10:40	2/4/15 11:56	SW8260B Re	AJD
*Xylenes (total)	U	0.0390		mg/Kg dry	1	2/4/15 10:40	2/4/15 11:56	SW8260B Re	AJD
Surrogate: 4-Bromofluorobenzene		101 %		75-120		2/4/15 10:40	2/4/15 11:56	SW8260B Re	AJD
Surrogate: 1,2-Dichloroethane-d4		98 %		75-119		2/4/15 10:40	2/4/15 11:56	SW8260B Re	AJD
Surrogate: Toluene-d8		99 %		78-114		2/4/15 10:40	2/4/15 11:56	SW8260B Re	AJD
Semi-Volatile Organic Compounds by GC-MS									
*Acenaphthene	U	0.366		mg/Kg dry	1	1/30/15 9:04	2/2/15 19:46	SW8270C	AJD
*Acenaphthylene	U	0.366		mg/Kg dry	1	1/30/15 9:04	2/2/15 19:46	SW8270C	AJD
*Anthracene	U	0.366		mg/Kg dry	1	1/30/15 9:04	2/2/15 19:46	SW8270C	AJD
*Benzo(a)anthracene	U	0.366		mg/Kg dry	1	1/30/15 9:04	2/2/15 19:46	SW8270C	AJD
*Benzo(b)fluoranthene	U	0.366		mg/Kg dry	1	1/30/15 9:04	2/2/15 19:46	SW8270C	AJD
*Benzo(k)fluoranthene	U	0.366		mg/Kg dry	1	1/30/15 9:04	2/2/15 19:46	SW8270C	AJD
*Benzo(g,h,i)perylene	U	0.366		mg/Kg dry	1	1/30/15 9:04	2/2/15 19:46	SW8270C	AJD
*Benzo(a)pyrene	U	0.0732		mg/Kg dry	1	1/30/15 9:04	2/2/15 19:46	SW8270C	AJD
*Chrysene	U	0.366		mg/Kg dry	1	1/30/15 9:04	2/2/15 19:46	SW8270C	AJD
*Dibenz(a,h)anthracene	U	0.0732		mg/Kg dry	1	1/30/15 9:04	2/2/15 19:46	SW8270C	AJD
*Fluoranthene	U	0.366		mg/Kg dry	1	1/30/15 9:04	2/2/15 19:46	SW8270C	AJD
*Fluorene	U	0.366		mg/Kg dry	1	1/30/15 9:04	2/2/15 19:46	SW8270C	AJD
*Indeno(1,2,3-cd)pyrene	U	0.366		mg/Kg dry	1	1/30/15 9:04	2/2/15 19:46	SW8270C	AJD
*Naphthalene	U	0.366		mg/Kg dry	1	1/30/15 9:04	2/2/15 19:46	SW8270C	AJD
*Phenanthrene	U	0.366		mg/Kg dry	1	1/30/15 9:04	2/2/15 19:46	SW8270C	AJD
*Pyrene	U	0.366		mg/Kg dry	1	1/30/15 9:04	2/2/15 19:46	SW8270C	AJD
Surrogate: 2-Fluorobiphenyl		80 %		38-122		1/30/15 9:04	2/2/15 19:46	SW8270C	AJD
Surrogate: Nitrobenzene-d5		85 %		45-136		1/30/15 9:04	2/2/15 19:46	SW8270C	AJD
Surrogate: 4-Terphenyl-d14		88 %		57-122		1/30/15 9:04	2/2/15 19:46	SW8270C	AJD
Conventional Chemistry Parameters									
Percent Solids	81.8	0.100		%	1	1/30/15 13:55	2/2/15 8:41	ASTM D2974	DMS

LABORATORY RESULTS

Client: Farnsworth Group
 Project: Sugar Creek Soil Sampling: Bloomington
 Client Sample ID: Soil Boring 1-28C
 Collection Date: 1/28/15 11:35

Lab Order: 15A0506
 Lab ID: 15A0506-03
 Matrix: Solid

Analyses	Result	Limit	Qual	Units	DF	Date Prepared	Date Analyzed	Method	Analyst
Volatile Organic Compounds by GC-MS									
*Benzene	U	0.00374		mg/Kg dry	1	2/3/15 9:35	2/3/15 18:37	SW8260B Re	BDP
*Ethylbenzene	U	0.00374		mg/Kg dry	1	2/3/15 9:35	2/3/15 18:37	SW8260B Re	BDP
*Toluene	U	0.00374		mg/Kg dry	1	2/3/15 9:35	2/3/15 18:37	SW8260B Re	BDP
*Xylenes (total)	U	0.0112		mg/Kg dry	1	2/3/15 9:35	2/3/15 18:37	SW8260B Re	BDP
Surrogate: 1,2-Dichloroethane-d4		100 %		75-119		2/3/15 9:35	2/3/15 18:37	SW8260B Re	BDP
Surrogate: Toluene-d8		139 % S2		78-114		2/3/15 9:35	2/3/15 18:37	SW8260B Re	BDP
Semi-Volatile Organic Compounds by GC-MS									
*Acenaphthene	0.609	0.363		mg/Kg dry	1	1/30/15 9:04	2/2/15 20:22	SW8270C	AJD
*Acenaphthylene	U	0.363		mg/Kg dry	1	1/30/15 9:04	2/2/15 20:22	SW8270C	AJD
*Anthracene	0.938	0.363		mg/Kg dry	1	1/30/15 9:04	2/2/15 20:22	SW8270C	AJD
*Benzo(a)anthracene	1.49	0.363		mg/Kg dry	1	1/30/15 9:04	2/2/15 20:22	SW8270C	AJD
*Benzo(b)fluoranthene	1.12	0.363		mg/Kg dry	1	1/30/15 9:04	2/2/15 20:22	SW8270C	AJD
*Benzo(k)fluoranthene	0.933	0.363		mg/Kg dry	1	1/30/15 9:04	2/2/15 20:22	SW8270C	AJD
*Benzo(g,h,i)perylene	0.557	0.363		mg/Kg dry	1	1/30/15 9:04	2/4/15 22:01	SW8270C	AJD
*Benzo(a)pyrene	0.944	0.0726		mg/Kg dry	1	1/30/15 9:04	2/4/15 22:01	SW8270C	AJD
*Chrysene	1.81	0.363		mg/Kg dry	1	1/30/15 9:04	2/2/15 20:22	SW8270C	AJD
*Dibenz(a,h)anthracene	0.225	0.0726		mg/Kg dry	1	1/30/15 9:04	2/4/15 22:01	SW8270C	AJD
*Fluoranthene	2.54	0.363		mg/Kg dry	1	1/30/15 9:04	2/2/15 20:22	SW8270C	AJD
*Fluorene	0.603	0.363		mg/Kg dry	1	1/30/15 9:04	2/2/15 20:22	SW8270C	AJD
*Indeno(1,2,3-cd)pyrene	0.664	0.363		mg/Kg dry	1	1/30/15 9:04	2/4/15 22:01	SW8270C	AJD
*Naphthalene	U	0.363		mg/Kg dry	1	1/30/15 9:04	2/2/15 20:22	SW8270C	AJD
*Phenanthrene	2.25	0.363		mg/Kg dry	1	1/30/15 9:04	2/2/15 20:22	SW8270C	AJD
*Pyrene	2.53	0.363		mg/Kg dry	1	1/30/15 9:04	2/2/15 20:22	SW8270C	AJD
Surrogate: 2-Fluorobiphenyl		84 %		38-122		1/30/15 9:04	2/2/15 20:22	SW8270C	AJD
Surrogate: Nitrobenzene-d5		88 %		45-136		1/30/15 9:04	2/2/15 20:22	SW8270C	AJD
Surrogate: 4-Terphenyl-d14		89 %		57-122		1/30/15 9:04	2/2/15 20:22	SW8270C	AJD
Surrogate: 4-Terphenyl-d14		86 %		57-122		1/30/15 9:04	2/4/15 22:01	SW8270C	AJD
Conventional Chemistry Parameters									
Percent Solids	81.1	0.100		%	1	1/30/15 13:55	2/2/15 8:41	ASTM D2974	DMS

LABORATORY RESULTS

Client: Farnsworth Group
 Project: Sugar Creek Soil Sampling: Bloomington
 Client Sample ID: Soil Boring 1-28D
 Collection Date: 1/28/15 12:00

Lab Order: 15A0506
 Lab ID: 15A0506-04
 Matrix: Solid

Analyses	Result	Limit	Qual	Units	DF	Date Prepared	Date Analyzed	Method	Analyst
Volatile Organic Compounds by GC-MS									
*Benzene	U	0.0113		mg/Kg dry	1	2/4/15 10:40	2/4/15 12:25	SW8260B Re	AJD
*Ethylbenzene	U	0.0113		mg/Kg dry	1	2/4/15 10:40	2/4/15 12:25	SW8260B Re	AJD
*Toluene	U	0.0113		mg/Kg dry	1	2/4/15 10:40	2/4/15 12:25	SW8260B Re	AJD
*Xylenes (total)	U	0.0338		mg/Kg dry	1	2/4/15 10:40	2/4/15 12:25	SW8260B Re	AJD
Surrogate: 4-Bromofluorobenzene		101 %		75-120		2/4/15 10:40	2/4/15 12:25	SW8260B Re	AJD
Surrogate: 1,2-Dichloroethane-d4		101 %		75-119		2/4/15 10:40	2/4/15 12:25	SW8260B Re	AJD
Surrogate: Toluene-d8		100 %		78-114		2/4/15 10:40	2/4/15 12:25	SW8260B Re	AJD
Semi-Volatile Organic Compounds by GC-MS									
*Acenaphthene	U	0.359		mg/Kg dry	1	1/30/15 9:04	2/2/15 20:58	SW8270C	AJD
*Acenaphthylene	U	0.359		mg/Kg dry	1	1/30/15 9:04	2/2/15 20:58	SW8270C	AJD
*Anthracene	U	0.359		mg/Kg dry	1	1/30/15 9:04	2/2/15 20:58	SW8270C	AJD
*Benzo(a)anthracene	U	0.359		mg/Kg dry	1	1/30/15 9:04	2/2/15 20:58	SW8270C	AJD
*Benzo(b)fluoranthene	U	0.359		mg/Kg dry	1	1/30/15 9:04	2/2/15 20:58	SW8270C	AJD
*Benzo(k)fluoranthene	U	0.359		mg/Kg dry	1	1/30/15 9:04	2/2/15 20:58	SW8270C	AJD
*Benzo(g,h,i)perylene	U	0.359		mg/Kg dry	1	1/30/15 9:04	2/2/15 20:58	SW8270C	AJD
*Benzo(a)pyrene	U	0.0718		mg/Kg dry	1	1/30/15 9:04	2/2/15 20:58	SW8270C	AJD
*Chrysene	U	0.359		mg/Kg dry	1	1/30/15 9:04	2/2/15 20:58	SW8270C	AJD
*Dibenz(a,h)anthracene	U	0.0718		mg/Kg dry	1	1/30/15 9:04	2/2/15 20:58	SW8270C	AJD
*Fluoranthene	U	0.359		mg/Kg dry	1	1/30/15 9:04	2/2/15 20:58	SW8270C	AJD
*Fluorene	U	0.359		mg/Kg dry	1	1/30/15 9:04	2/2/15 20:58	SW8270C	AJD
*Indeno(1,2,3-cd)pyrene	U	0.359		mg/Kg dry	1	1/30/15 9:04	2/2/15 20:58	SW8270C	AJD
*Naphthalene	U	0.359		mg/Kg dry	1	1/30/15 9:04	2/2/15 20:58	SW8270C	AJD
*Phenanthrene	U	0.359		mg/Kg dry	1	1/30/15 9:04	2/2/15 20:58	SW8270C	AJD
*Pyrene	U	0.359		mg/Kg dry	1	1/30/15 9:04	2/2/15 20:58	SW8270C	AJD
Surrogate: 2-Fluorobiphenyl		84 %		38-122		1/30/15 9:04	2/2/15 20:58	SW8270C	AJD
Surrogate: Nitrobenzene-d5		87 %		45-136		1/30/15 9:04	2/2/15 20:58	SW8270C	AJD
Surrogate: 4-Terphenyl-d14		89 %		57-122		1/30/15 9:04	2/2/15 20:58	SW8270C	AJD
Conventional Chemistry Parameters									
Percent Solids	82.2	0.100		%	1	1/30/15 13:55	2/2/15 8:41	ASTM D2974	DMS

LABORATORY RESULTS

Client: Farnsworth Group
 Project: Sugar Creek Soil Sampling: Bloomington
 Client Sample ID: Soil Boring 1-28E
 Collection Date: 1/28/15 12:25

Lab Order: 15A0506
 Lab ID: 15A0506-05
 Matrix: Solid

Analyses	Result	Limit	Qual	Units	DF	Date Prepared	Date Analyzed	Method	Analyst
Volatile Organic Compounds by GC-MS									
*Benzene	U	0.0158		mg/Kg dry	1	2/4/15 10:40	2/4/15 12:55	SW8260B Re	AJD
*Ethylbenzene	U	0.0158		mg/Kg dry	1	2/4/15 10:40	2/4/15 12:55	SW8260B Re	AJD
*Toluene	U	0.0158		mg/Kg dry	1	2/4/15 10:40	2/4/15 12:55	SW8260B Re	AJD
*Xylenes (total)	U	0.0474		mg/Kg dry	1	2/4/15 10:40	2/4/15 12:55	SW8260B Re	AJD
Surrogate: 4-Bromofluorobenzene		99 %		75-120		2/4/15 10:40	2/4/15 12:55	SW8260B Re	AJD
Surrogate: 1,2-Dichloroethane-d4		100 %		75-119		2/4/15 10:40	2/4/15 12:55	SW8260B Re	AJD
Surrogate: Toluene-d8		100 %		78-114		2/4/15 10:40	2/4/15 12:55	SW8260B Re	AJD
Semi-Volatile Organic Compounds by GC-MS									
*Acenaphthene	U	0.397		mg/Kg dry	1	1/30/15 9:04	2/2/15 21:34	SW8270C	AJD
*Acenaphthylene	U	0.397		mg/Kg dry	1	1/30/15 9:04	2/2/15 21:34	SW8270C	AJD
*Anthracene	U	0.397		mg/Kg dry	1	1/30/15 9:04	2/2/15 21:34	SW8270C	AJD
*Benzo(a)anthracene	U	0.397		mg/Kg dry	1	1/30/15 9:04	2/2/15 21:34	SW8270C	AJD
*Benzo(b)fluoranthene	U	0.397		mg/Kg dry	1	1/30/15 9:04	2/2/15 21:34	SW8270C	AJD
*Benzo(k)fluoranthene	U	0.397		mg/Kg dry	1	1/30/15 9:04	2/2/15 21:34	SW8270C	AJD
*Benzo(g,h,i)perylene	U	0.397		mg/Kg dry	1	1/30/15 9:04	2/2/15 21:34	SW8270C	AJD
*Benzo(a)pyrene	U	0.0793		mg/Kg dry	1	1/30/15 9:04	2/2/15 21:34	SW8270C	AJD
*Chrysene	U	0.397		mg/Kg dry	1	1/30/15 9:04	2/2/15 21:34	SW8270C	AJD
*Dibenz(a,h)anthracene	U	0.0793		mg/Kg dry	1	1/30/15 9:04	2/2/15 21:34	SW8270C	AJD
*Fluoranthene	U	0.397		mg/Kg dry	1	1/30/15 9:04	2/2/15 21:34	SW8270C	AJD
*Fluorene	U	0.397		mg/Kg dry	1	1/30/15 9:04	2/2/15 21:34	SW8270C	AJD
*Indeno(1,2,3-cd)pyrene	U	0.397		mg/Kg dry	1	1/30/15 9:04	2/2/15 21:34	SW8270C	AJD
*Naphthalene	U	0.397		mg/Kg dry	1	1/30/15 9:04	2/2/15 21:34	SW8270C	AJD
*Phenanthrene	U	0.397		mg/Kg dry	1	1/30/15 9:04	2/2/15 21:34	SW8270C	AJD
*Pyrene	U	0.397		mg/Kg dry	1	1/30/15 9:04	2/2/15 21:34	SW8270C	AJD
Surrogate: 2-Fluorobiphenyl		79 %		38-122		1/30/15 9:04	2/2/15 21:34	SW8270C	AJD
Surrogate: Nitrobenzene-d5		81 %		45-136		1/30/15 9:04	2/2/15 21:34	SW8270C	AJD
Surrogate: 4-Terphenyl-d14		85 %		57-122		1/30/15 9:04	2/2/15 21:34	SW8270C	AJD
Conventional Chemistry Parameters									
Percent Solids	74.3	0.100		%	1	2/2/15 11:05	2/2/15 15:19	ASTM D2974	DMS

LABORATORY RESULTS

Client: Farnsworth Group

Project: Sugar Creek Soil Sampling: Bloomington

Lab Order: 15A0506

Volatile Organic Compounds by GC-MS - Quality Control

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Batch Y000564 - SW 5035A VOA										
Blank (Y000564-BLK1)				Prepared & Analyzed: 02/03/2015						
Benzene	U	0.00500	mg/Kg wet							
Ethylbenzene	U	0.00500	mg/Kg wet							
Toluene	U	0.00500	mg/Kg wet							
Xylenes (total)	U	0.0150	mg/Kg wet							
Surrogate: 4-Bromofluorobenzene	0.0507		mg/Kg wet	0.050000		101	75-120			
Surrogate: 1,2-Dichloroethane-d4	0.0574		mg/Kg wet	0.050000		115	75-119			
Surrogate: Toluene-d8	0.0494		mg/Kg wet	0.050000		99	78-114			
LCS (Y000564-BS1)				Prepared & Analyzed: 02/03/2015						
Benzene	0.0409	0.00500	mg/Kg wet	0.050000		82	80-130			
Ethylbenzene	0.0456	0.00500	mg/Kg wet	0.050000		91	77-132			
Toluene	0.0436	0.00500	mg/Kg wet	0.050000		87	80-130			
Xylenes (total)	0.134	0.0150	mg/Kg wet	0.15000		89	80-130			
Surrogate: 4-Bromofluorobenzene	0.0515		mg/Kg wet	0.050000		103	75-120			
Surrogate: 1,2-Dichloroethane-d4	0.0555		mg/Kg wet	0.050000		111	75-119			
Surrogate: Toluene-d8	0.0481		mg/Kg wet	0.050000		96	78-114			
Matrix Spike (Y000564-MS1)				Source: 15A0528-09	Prepared & Analyzed: 02/03/2015					
Benzene	0.0516	0.00604	mg/Kg dry	0.060378	0.0779	NR	50-140			S
Ethylbenzene	0.0638	0.00604	mg/Kg dry	0.060378	0.184	NR	50-140			S
Toluene	0.0916	0.00604	mg/Kg dry	0.060378	1.49	NR	55-135			S
Xylenes (total)	0.220	0.0181	mg/Kg dry	0.18113	0.898	NR	60-130			S
Surrogate: 4-Bromofluorobenzene	0.0974		mg/Kg dry	0.060378		161	75-120			
Surrogate: 1,2-Dichloroethane-d4	0.0528		mg/Kg dry	0.060378		88	75-119			
Surrogate: Toluene-d8	0.0649		mg/Kg dry	0.060378		107	78-114			
Matrix Spike Dup (Y000564-MSD1)				Source: 15A0528-09	Prepared & Analyzed: 02/03/2015					
Benzene	0.0453	0.00604	mg/Kg dry	0.060378	0.0779	NR	50-140	13	20	S
Ethylbenzene	0.0578	0.00604	mg/Kg dry	0.060378	0.184	NR	50-140	10	20	S
Toluene	0.0872	0.00604	mg/Kg dry	0.060378	1.49	NR	55-135	5	20	S
Xylenes (total)	0.202	0.0181	mg/Kg dry	0.18113	0.898	NR	60-130	9	20	S
Surrogate: 4-Bromofluorobenzene	0.0873		mg/Kg dry	0.060378		145	75-120			
Surrogate: 1,2-Dichloroethane-d4	0.0576		mg/Kg dry	0.060378		95	75-119			
Surrogate: Toluene-d8	0.0625		mg/Kg dry	0.060378		104	78-114			

LABORATORY RESULTS

Client: Farnsworth Group

Project: Sugar Creek Soil Sampling: Bloomington

Lab Order: 15A0506

Volatile Organic Compounds by GC-MS - Quality Control

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
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Batch Y000584 - SW 5035A VOA

Blank (Y000584-BLK1)

Prepared & Analyzed: 02/04/2015

Benzene	U	0.00500	mg/Kg wet							
Ethylbenzene	U	0.00500	mg/Kg wet							
Toluene	U	0.00500	mg/Kg wet							
Xylenes (total)	U	0.0150	mg/Kg wet							
Surrogate: 4-Bromofluorobenzene	0.0498		mg/Kg wet	0.050000		100	75-120			
Surrogate: 1,2-Dichloroethane-d4	0.0477		mg/Kg wet	0.050000		95	75-119			
Surrogate: Toluene-d8	0.0493		mg/Kg wet	0.050000		99	78-114			

LCS (Y000584-BS1)

Prepared & Analyzed: 02/04/2015

Benzene	0.0449	0.00500	mg/Kg wet	0.050000		90	80-130			
Ethylbenzene	0.0451	0.00500	mg/Kg wet	0.050000		90	77-132			
Toluene	0.0438	0.00500	mg/Kg wet	0.050000		88	80-130			
Xylenes (total)	0.132	0.0150	mg/Kg wet	0.15000		88	80-130			
Surrogate: 4-Bromofluorobenzene	0.0493		mg/Kg wet	0.050000		99	75-120			
Surrogate: 1,2-Dichloroethane-d4	0.0518		mg/Kg wet	0.050000		104	75-119			
Surrogate: Toluene-d8	0.0492		mg/Kg wet	0.050000		98	78-114			

LABORATORY RESULTS

Client: Farnsworth Group

Project: Sugar Creek Soil Sampling: Bloomington

Lab Order: 15A0506

Semi-Volatile Organic Compounds by GC-MS - Quality Control

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
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Batch Y000515 - SW 3550B PNA

Blank (Y000515-BLK1)

Prepared: 01/30/2015 Analyzed: 02/02/2015

Acenaphthene	U	0.300	mg/Kg wet							
Acenaphthylene	U	0.300	mg/Kg wet							
Anthracene	U	0.300	mg/Kg wet							
Benzo(a)anthracene	U	0.300	mg/Kg wet							
Benzo(b)fluoranthene	U	0.300	mg/Kg wet							
Benzo(k)fluoranthene	U	0.300	mg/Kg wet							
Benzo(g,h,i)perylene	U	0.300	mg/Kg wet							
Benzo(a)pyrene	U	0.0600	mg/Kg wet							
Chrysene	U	0.300	mg/Kg wet							
Dibenz(a,h)anthracene	U	0.0600	mg/Kg wet							
Fluoranthene	U	0.300	mg/Kg wet							
Fluorene	U	0.300	mg/Kg wet							
Indeno(1,2,3-cd)pyrene	U	0.300	mg/Kg wet							
Naphthalene	U	0.300	mg/Kg wet							
Phenanthrene	U	0.300	mg/Kg wet							
Pyrene	U	0.300	mg/Kg wet							

Surrogate: 2-Fluorobiphenyl	0.563		mg/Kg wet	0.66667		84	38-122			
Surrogate: Nitrobenzene-d5	0.627		mg/Kg wet	0.66667		94	45-136			
Surrogate: 4-Terphenyl-d14	0.618		mg/Kg wet	0.66667		93	57-122			

LCS (Y000515-BS1)

Prepared: 01/30/2015 Analyzed: 02/02/2015

Acenaphthene	0.540	0.300	mg/Kg wet	0.66667		81	50-135			
Acenaphthylene	0.551	0.300	mg/Kg wet	0.66667		83	51-134			
Anthracene	0.534	0.300	mg/Kg wet	0.66667		80	52-117			
Benzo(a)anthracene	0.642	0.300	mg/Kg wet	0.66667		96	50-126			
Benzo(b)fluoranthene	0.749	0.300	mg/Kg wet	0.66667		112	57-134			
Benzo(k)fluoranthene	0.800	0.300	mg/Kg wet	0.66667		120	59-168			
Benzo(g,h,i)perylene	0.839	0.300	mg/Kg wet	0.66667		126	56-147			
Benzo(a)pyrene	0.718	0.0600	mg/Kg wet	0.66667		108	41-133			
Chrysene	0.632	0.300	mg/Kg wet	0.66667		95	52-127			
Dibenz(a,h)anthracene	0.837	0.0600	mg/Kg wet	0.66667		126	60-170			
Fluoranthene	0.601	0.300	mg/Kg wet	0.66667		90	57-130			
Fluorene	0.581	0.300	mg/Kg wet	0.66667		87	47-154			
Indeno(1,2,3-cd)pyrene	0.801	0.300	mg/Kg wet	0.66667		120	59-132			
Naphthalene	0.547	0.300	mg/Kg wet	0.66667		82	40-135			
Phenanthrene	0.562	0.300	mg/Kg wet	0.66667		84	54-126			
Pyrene	0.595	0.300	mg/Kg wet	0.66667		89	57-132			

Surrogate: 2-Fluorobiphenyl	0.559		mg/Kg wet	0.66667		84	38-122			
Surrogate: Nitrobenzene-d5	0.600		mg/Kg wet	0.66667		90	45-136			
Surrogate: 4-Terphenyl-d14	0.614		mg/Kg wet	0.66667		92	57-122			

LABORATORY RESULTS

Client: Farnsworth Group

Project: Sugar Creek Soil Sampling; Bloomington

Lab Order: 15A0506

Conventional Chemistry Parameters - Quality Control

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
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Batch Y000530 - ASTM D2974 Solids

Blank (Y000530-BLK1)

Prepared: 01/30/2015 Analyzed: 02/02/2015

Percent Solids U 0.100 %

Duplicate (Y000530-DUP1)

Source: 15A0471-09

Prepared: 01/30/2015 Analyzed: 02/02/2015

Percent Solids 84.0 0.100 % 84.3 0.3 20

Batch Y000551 - ASTM D2974 Solids

Blank (Y000551-BLK1)

Prepared & Analyzed: 02/02/2015

Percent Solids U 0.100 %

Duplicate (Y000551-DUP1)

Source: 15A0528-18

Prepared & Analyzed: 02/02/2015

Percent Solids 78.2 0.100 % 78.8 0.7 20

LABORATORY RESULTS

Client: Farnsworth Group

Project: Sugar Creek Soil Sampling: Bloomington

Lab Order: 15A0506

Notes and Definitions

- S2 Surrogate recovery exceeds the acceptance criteria due to matrix interference, but there is no observable concentration in associated analyte(s).
- S Spike recovery outside acceptance limits.
- * NELAC certified compound.
- U Analyte not detected (i.e. less than RL or MDL).

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Graphic

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Initial Instructions:

Sugar Creek Packing Co



0 75 150 Feet

DATE 03/02/2015





FOR COUNCIL: March 9, 2015

SUBJECT: Parkland Dedication Fees

RECOMMENDATION/MOTION: Recommend that Council provide direction to staff on whether to proceed with an Amendment to an Annexation Agreement to waive Parkland Fees in lieu of dedication requirements for the Hawthorne Commercial Subdivision, 12th Addition and Sapphire Lake Subdivision 3rd Addition.

STRATEGIC PLAN LINK: Goal 1: Financially Sound City Providing Quality Basic Services. Goal 5: Great Place to Live—Livable, Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 1a: Budget with adequate resources to support defined services and level of services. Objective 5d: Appropriate leisure and recreational opportunities responding to the needs of residents.

BACKGROUND: Council approved the Hawthorne Commercial Subdivision, 12th Addition and Sapphire Lake Subdivision 3rd Addition Final Plats at the January 12, 2015. Included in the packet were memos detailing tap on fees required prior to the release. The developer is now questioning the Parkland Dedication Fee.

There is a long history of Parkland Dedication within the City. City Code chapter 24 section 7.2 and 7.3 speak to parkland dedication and fees in lieu of. Section 7.2 provides as follows:

As a condition of approval of a final plat of a subdivision code, each owner, subdivider or developer or property with a residential zoning classification, shall be required to dedicate land for park and recreational purposes, to serve the immediate and future needs of the residents of the development or to contribute cash in lieu of said actual land dedication, or to make a combination of cash and contribution and land dedication at the election of the City.

On November 26, 2001, Larry Bielfeldt, developer entered into an Annexation Agreement with the City through the Council at a Council Meeting. Section 2E of the agreement states as follows:

Bielfeldt shall meet the Parkland Dedication requirements by dedication of trail right of way and the payment of a fee in lieu based on actual density as determined at final platting rather than maximum density as permitted by City's zoning code. No parkland fees will be collected for areas Zoned C-1 or B-1 unless the land is devoted to residential use.

The City Code, Chapter 24 section 7.2 (c), provides: the City shall apply the population ratio of 1 acre of land for 100 ultimate population with the development or area to be subdivided times the fair market value as established in section 7.3 of this Code.

Fair Market Value (FMV) for this land is based on the purchase of 137.719 acres of the Kelley Farm for \$4,000,000. FMV is \$29,044 per acre. The Sapphire Lake 3rd Addition will be single family homes with a 2.34 population density. Hawthorne 12th Addition will be an assisted living facility with population density of 84 beds. Applying the above code the calculations are:

$2.34 + 84 = 86.34$ population density. FMV is \$29,044. Based on actual density
not maximum
 $\$29,044. * .8634 = \mathbf{\$25,076.59.}$

Mr. Bielfeldt submits that although the Annexation Agreement requires a fee in lieu of be paid for parkland dedication, such provision should be waived since he has dedicated three (3) acres to the City for parkland in the subdivision. Mr. Bielfeldt purchased the property from Frances Kelley through a contract dated April 10, 2001. As part of that contract, he was required to dedicate a certain amount of acreage as a park on the Kelley homestead property. Specifically, Section 12(H) of the contract provided as follows:

Buyer agrees that when he acquires the tract or tracts on which the improvements are located, he will not remove any of the trees located around those improvements and further agrees that he will dedicate at least three actress of the old homestead area located on one or more of the tracts as a public park and will allow Seller, at Seller's expense, to place a memorial stone on such dedicated park land memorializing Seller's family.

Frances Kelley filed a lawsuit against Mr.Bielfeldt to ascertain that parkland dedication, which was made and accepted by the City in 2014. In the final court ordered settlement, Frances Kelley agreed to a smaller dedication of Parkland (approximately 2.41 acres) than the original agreement specified. Mr. Bielfeldt believes that the dedication should be waived due to the agreement/lawsuit with Frances Kelley. As calculated above, the fair market value for this land is \$29,044 per acre.

$\$29,044 * 2.41 = \mathbf{\$69,996.04}$

It is City staff's position that the agreement between Mr. Bielfeldt and Frances Kelley are unrelated. Mr. Bielfeldt had already entered into the agreement with the Kelley family prior to the Annexation Agreement. Accordingly, it is believed the parties intended for Land Dedication under the Kelley contract to be a separate Parkland Dedication.

The potential options for resolving this issue are as follows:

- 1) Require Mr. Biefeldt to pay \$25,076.59 as required by the Annexation Agreement.
- 2) Amend the Annexation Agreement to either permit the donation of the 2.41 acres as an option in lieu of paying a fee or allowing the value of the dedication to offset the fee required.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Developer Larry Bielfeldt and Don Adams, Farnsworth Group.

FINANCIAL IMPACT: Option 1 would result in receiving \$25,076.59 from Mr. Biefeldt which would be placed in the Park Dedication Fund – Property Owner Contribution account (24104100-57320). The City Parks and Recreation Master Update and Approved by Council January of 11, 2010 Defines 8 Neighborhood Planning Areas (NPA). The fees in lieu of land are for NPA 1 area. The fees in lieu of land historically have gone in to the Park Dedication Fund and are managed in accordance with the code to serve the immediate and future recreational needs of the said area. Option 2 would result in the City receiving no revenue.

Respectfully submitted for Council consideration.

Prepared by: David Lamb, Assistant Superintendent of Parks

Reviewed by: Robert Moews, Superintendent of Parks

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Purchase Agreement
Attachment 2. Annexation Agreement
Attachment 3. Sapphire Lake Tap on Fees
Attachment 4. Hawthorne Commercial Tap on Fees
Attachment 5. Kelley Settlement Map
Attachment 6. Sapphire Lake Map
Attachment 7. Hawthorne Commercial Map

Motion: That Council provide direction to staff on whether to proceed with an Amendment to an Annexation Agreement to waive Parkland Fees in lieu of dedication requirements for the Hawthorne Commercial Subdivision, 12th Addition and Sapphire Lake Subdivision 3rd Addition.

Motion: _____

Seconded by: _____

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

Seller Frances S. Kelley

Buyer Larry D. Bielfeldt

353-44-2815
Social Security No. or FEIN

339-28-4462
Social Security No. or FEIN

1021 North Oak Street
Address

3004 G.E. Road
Address

Normal, IL 61761
City/State/Zip

Bloomington, IL 61704
City/State/Zip

David C. Wochner 828-4310
Attorney/Telephone

Frank Miles 828-7331
Attorney/Telephone

308 East Washington Street
Street, P.O. Box

P.O. Box 3067
Street, P.O. Box

Bloomington, IL 61701
City/State/Zip

Bloomington, IL 61701
City/State/Zip

CONTRACT FOR EXCHANGE/SALE OF REAL ESTATE

THIS IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW SHOULD BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT.

THIS AGREEMENT is entered into between Frances S. Kelley, hereinafter referred to as Seller, and Larry D. Bielfeldt, hereinafter referred to as Buyer, who agree as follows:

1. **DESCRIPTION:** Seller owns 138 acres more or less as legally described on Exhibit A attached hereto and made a part hereof. Seller agrees to sell to Buyer and Buyer agrees to buy from Seller, all of the property described on Exhibit A in accordance with the provisions of this agreement.

2. **SEPARATE SALES:** Seller intends to use her best efforts to find replacement property and effect tax deferred simultaneous exchanges; therefore, the parties agree that the property described on Exhibit A will be exchanged with or sold to Buyer over a period of years as six separate tracts defined on Exhibit B attached hereto and made a part hereof. The parties further agree that the exchange or sale of each tract will be completed no later than the March 1 set forth in paragraph 3.

Upon finding replacement property to effect a simultaneous exchange for all or part of one of these six tracts, Seller may require Buyer and Buyer agrees to contract for and to complete

**PLAINTIFF'S
EXHIBIT**

A

the purchase of the replacement property and subsequently exchange it for one or part of one of the tracts before the scheduled March 1 closing date set forth in paragraph 3.

3. **PURCHASE PRICE AND PAYMENT:** The total purchase price for the premises described on Exhibit A is \$4,000,000 which shall be paid in the following manner for each of the six parcels:

TRACT	PRICE PER ACRE	NO. OF ACRES	TOTAL PURCHASE PRICE	CLOSING ON OR BEFORE
#1	\$17,000	55.57±	\$945,000	March 1, 2002
#2	\$44,460	20.58±	\$915,000	March 1, 2003
#3	\$33,796	15.83±	\$535,000	March 1, 2004
#4	\$33,796	15.83±	\$535,000	March 1, 2005
#5	\$33,796	15.83±	\$535,000	March 1, 2006
#6	\$33,796	15.83±	\$535,000	March 1, 2007

In the event Seller elects to require Buyer to purchase a part of one of the six tracts prior to the designated March 1 closing date, in order to complete a simultaneous exchange, the purchase price for that part shall be the price per acre as set forth in this paragraph 3 and the balance of the purchase price for that tract as set forth in this paragraph 3 shall be paid by Buyer when the balance of that tract is conveyed to Buyer.

4. **DOWN PAYMENT:** Upon the execution of this agreement, Buyer shall deposit 5% of the purchase price of Tract #2 (\$45,750) into an interest bearing account (savings, money market or certificate of deposit) at a local financial institution to be titled in the name of Buyer and Seller and bearing Buyer's social security number. No funds may be withdrawn from this account unless both Seller and Buyer authorize the withdrawal in a writing delivered to the financial institution. All interest on the account shall accrue for the benefit of Buyer so long as Buyer is not in default under any of the provisions of this contract. If Buyer defaults on any provision of this contract, the balance in the account and all interest earnings thereon shall be payable to Seller. This down payment may, at Buyer's election, be applied against the purchase price of Tract #2 or against the purchase price of any replacement property which Buyer is required to purchase for Seller pursuant to the exchange provisions of this agreement as the case may be. At all times after the purchase of Tract #2 and until the purchase of Tract #6, Buyer shall maintain a balance in this interest bearing account of \$26,750 representing 5% of the price for each of the remaining tracts. The interest accruing in the account may be withdrawn annually by Buyer so long as he is not in default under any provisions of this agreement. Such withdrawal of interest shall require the written consent of Seller.

5. **EVIDENCE OF TITLE:** Not less than 10 days prior to the closing on each tract, Seller will furnish Buyer with written commitment from a title insurance company duly authorized to do business in Illinois, showing title to said premises subject only to matters to which this sale is subject by the terms hereof and to the customary exceptions contained in owners policies issued by such company. If written commitment discloses defects in title other than matters to which this sale is subject by the terms hereof and the customary exceptions in such policies, then Seller shall have until date for delivery of deed to correct such defects. Owners title policy, in amount of the purchase price for said premises, will be paid for by Seller and issued to Buyer after delivery of deed.

6. **DEED:** Seller will cause title to each of the tracts to be conveyed to Buyer, or to such party as Buyer may direct, by Warranty Deed upon payment being made as herein provided, on or before the date of the closing set forth in paragraph 3 above.

7. **POSSESSION:** Buyer shall be entitled to possession of each tract upon payment for such tract as provided in paragraph 3 above and shall be entitled to all growing crops thereon following such payment; however, Buyer shall reimburse Seller for all of Seller's expenses in planting the growing crop including, but not limited to, fertilizer, seed, chemicals and herbicides. Seller shall retain possession of all other tracts until the date of closing. After reasonable notice to Seller, Buyer shall have the right to go upon any of the tracts for the purpose of surveying the same or conducting soil tests; however, any damage done to Seller's growing crops by Buyer or anyone else at the request of Buyer going upon the premises for the purpose of doing soil tests or surveying the property shall be paid by Buyer to Seller. Nothing herein contained, however, shall give Buyer any right to enter any of the improvements located on the premises until Buyer has paid for the tract on which the improvements are located.

8. **TAXES:** Seller shall pay all real estate taxes for any year on any tract for which Seller gets the farm crop. Buyer shall pay all real estate taxes for any year on any tract for which Buyer gets the growing crop. Buyer shall pay all real estate taxes for each year on any tract on which the closing takes place on the scheduled March 1.

9. **ENCUMBRANCES:**

A. Mortgage, if any, shall be satisfied out of purchase price and released when deed is delivered. Seller's obligation to obtain the mortgage release shall continue until the release is obtained and recorded.

B. Easements and building or use restrictions of record, and zoning and building ordinances, if any, shall not be considered as rendering title unmerchantable or unacceptable, provided same are not violated by the existing improvements or the use thereof.

10. **FINANCING:** Buyer acknowledges that he has the necessary financing to complete the purchase of each of the tracts described herein and that this contract is not subject to him obtaining financing.

11. **SELLER'S WARRANTIES:** Seller hereby provides the following warranties:

- A. No work has been done upon, or materials furnished to, the premises which could give rise to a lien under the Illinois Mechanics' Lien Act;
- B. Additional Warranties: NONE

12. **ADDITIONAL PROVISIONS:**

- A. Words importing the masculine gender include the feminine, words importing the singular number include the plural, and words importing the plural number include the singular;
- B. The covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties;
- C. Notwithstanding the provisions of paragraph 3 relating to the closing dates for the respective tracts, Seller shall have the right to require Buyer to close the purchase of a part or all of each tract prior to the designated March 1 closing date; however, Seller may not require Buyer to close the purchase of any tract more than twelve months in advance of the designated March 1 closing date. However, nothing herein contained shall require Buyer to close on the purchase of any part or all of a tract earlier than 12 months prior to the scheduled March 1 closing date. Seller intends to use her best efforts to locate replacement property prior to the respective closing dates in order to effect a tax free simultaneous exchange for each of the tracts and upon locating such replacement property, Seller will promptly give notice to Buyer and Buyer agrees to close the purchase within thirty (30) days after receipt of such notice so long as it is not earlier than 12 months prior to the scheduled March 1 closing date.
- D. To facilitate Seller's tax free deferred exchanges, it is agreed between Seller and Buyer that at the option of Seller, Buyer will acquire other property of like kind to the property described herein and exchange same to Seller for part or all of the next tract. Trade property may comprise more than one

parcel. Buyer will not be required to incur costs or expenditures in the acquisition of replacement property at the request of Seller in excess of the total cost of the land subject to this agreement except upon satisfactory proof to Buyer that Seller can and will reimburse Buyer for any excess cost for expenditures at final closing. Seller shall have to the date of closing of each tract to select the property Seller desires to receive in exchange. Buyer agrees to acquire legal or equitable title to the replacement property at the request of Seller, so that an exchange may be consummated at the time of closing. In the event that such property cannot be found by the designated March 1 closing date, the sale shall proceed as a sale according to the terms herein set forth or at the election of Seller shall be handled as a non-simultaneous deferred exchange on terms acceptable to Seller and Seller's counsel. Seller shall have the responsibility for examining the title to any replacement property received by Seller to determine whether or not it is merchantable. If Buyer is required by the terms of this agreement to acquire replacement property to exchange for the property Buyer is acquiring hereunder, Buyer shall have no responsibility for any defects in the title to such replacement property unless such defects are caused by an act or condition of Buyer at the time of the exchange. Seller shall at all times remain responsible for the condition of the title to the property ultimately transferred to and desired by Buyer, including such defects as might occur should Seller complete an exchange so that the Buyer receives title from a third party;

- E. The parties anticipate that it will be necessary to survey each tract or portions of each tract in order to have an adequate legal description to be used in all deeds to be executed by Seller. All such surveying costs necessary to have an adequate legal description for conveyancing purposes shall be paid by Buyer;
- F. The parties acknowledge that one or more of the tracts are improved with certain buildings and until Seller has conveyed the title to the tract or tracts on which such buildings are located, Seller shall be entitled to remove any part or all of any such buildings;
- G. Notwithstanding the closing dates set forth in paragraph 2, Seller agrees that Buyer shall have the right to close on the purchase of Tract #6 at any time on or after March 1, 2006;
- H. Buyer agrees that when he acquires the tract or tracts on which the improvements are located, he will not remove any of the trees located around those improvements and further agrees that he will dedicate at least three acres of the old homestead area located on one or more of the tracts as a public park and will allow Seller, at Seller's expense, to place a memorial stone on such dedicated park land memorializing Seller's family;

- I. Buyer acknowledges that no real estate commission is due any party on this transaction and Buyer agrees to indemnify Seller and hold Seller harmless from any obligation to pay any real estate commission in connection with this transaction.

13. **NOTICES, ETC.:** Title commitments, communications or notices with reference to this Contract shall be delivered by or to the parties or their respective attorneys as shown on the first page hereof.

14. **PREPARATION AND APPROVAL:** This Contract was prepared by David C. Wochner, Seller's attorney, and approved by Frank Miles, Buyer's attorney.

15. **SETTLEMENT:** Closing shall be held at the office of Buyer's lending institution, or such place as the parties may agree.

16. **TOXIC OR HAZARDOUS WASTE:** Seller is unaware of any toxic or hazardous waste materials being stored or having been stored on the premises or the existence of any underground fuel storage tanks on the property, and further represents that no notices have been received from the Illinois Environmental Protection Agency or the Illinois Environmental Pollution Control Board or any other governmental entity with regard to a toxic or hazardous waste problem with the property, except as stated in the Residential Real Property Disclosure Report.

17. **ATTORNEY'S FEES AND EXPENSES:** Should either Seller or Buyer be required to incur attorney's fees, costs, and/or other expenses (including expenses of litigation) as a result of the other party's failure to perform any obligation pursuant to the terms of this Contract, then the party so failing to perform shall be liable to the other party for any reasonable attorney's fees, costs, and expenses (including expenses of litigation) incurred by such other party. This provision shall survive closing and delivery of deeds.

18. **LIQUIDATED DAMAGES:** If Buyer defaults, Seller may elect (a) to retain the down payment as full compensation for all loss or (b) to pursue any available remedy.

19. **ENTIRE AGREEMENT:** This contract represents the entire agreement of the parties. Any prior written or oral agreements of the parties regarding the transaction which is the subject of this contract merge with and are superseded by this contract.

THIS IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW SHOULD BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT

IN WITNESS WHEREOF, the parties to these presents have executed several counterparts of this Contract, of equal effect.

SELLER

BUYER

Frances C. Kelley 4/10/01 Larry B. Belfer 3-30-01
Date Date

The above-named designated Escrowee hereby accepts the Escrow on the terms and conditions heretofore set forth.

ESCROWEE

EXHIBIT A TO CONTRACT OF SALE OF REAL ESTATE BETWEEN FRANCES S.
KELLEY AND LARRY D. BIELFELDT

LEGAL DESCRIPTION OF SELLER'S PROPERTY

A part of the Northeast Quarter and a part of the Northwest Quarter of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Northeast Corner of said Northeast Quarter. From said Point of Beginning, thence west along the North Line of said Northeast Quarter 1619.66 feet; thence south 1315.10 feet along a line which forms an angle to the right of 89°-47'-25" with the last described course; thence west 1383.99 feet along the Easterly Extension of the South Line of land conveyed to The Peoples Bank, Trustee of LDB-14 McLean County Land Trust per Warranty Deed recorded March 16, 1995 as Document No. 95-4794 in the McLean County Recorder's Office, the South Line of land conveyed in said Document No. 95-4794 and the South Line of land conveyed to said Trust per Warranty Deed recorded March 30, 1995 as Document No. 95-5683 in said Recorder's Office which form an angle to the right of 270°-34'-11" with the last described course to the Southwest Corner of land conveyed per said Document No. 95-5683; thence south 1306.35 feet along the East Line of "Survey of 355.15 Acres off of the West Side of Section 31" as shown in Plat Book 12, Page 120 in said Recorder's Office which forms an angle to the right of 89°-28'-21" with the last described course to the South Line of the Northwest Quarter of said Section 31; thence east 2991.26 feet along said South Line and the South Line of said Northeast Quarter which form an angle to the right of 90°-53'-20" with the last described course to the Southeast Corner of said Northeast Quarter; thence north 2650.33 feet along the East Line of said Northeast Quarter which forms an angle to the right of 89°-21'-51" with the last described course to the Point of Beginning, ~~containing 430.414 acres.~~

N ←

2650'



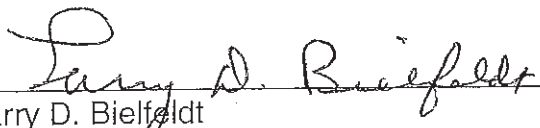
ADDENDUM TO CONTRACT FOR SALE OF REAL ESTATE

The undersigneds, being the Seller and Buyer respectively under that certain contract relating to the sale of approximately 138 acres do hereby agree that in the event of any closing on a part of one of the six tracts that Seller will not be left with a portion of the tract that would be unmarketable pursuant to the zoning codes of the City of Bloomington.

Dated this 11th day of April, 2001.



Frances S. Kelley



Larry D. Bielfeldt

Engineering

STATE OF ILLINOIS)
) SS.
COUNTY OF MCLEAN)

I, Tracey Covert, the duly appointed and qualified City Clerk of the City of Bloomington, Illinois and in said capacity the keeper of the records of the meetings of the City Council, do hereby certify that the foregoing is a true and complete copy of the Annexation Agreement filed by Larry D. Bielfeldt and Frances S. Kelley, providing for the Annexation of Certain Territory as Hereinafter described to the City of Bloomington, McLean County, Illinois, and providing for Rezoning to R-1C, R-2, C-1 and B-1 Zoning District for 137.72 acres of farm land to be known as Hawthorne Commercial Park Subdivision, located south of G. E. Road, west of Towanda Barnes Road, south of Windham Hills Subdivision and north of McGraw Park Subdivision, passed by the affirmative vote of two-thirds (2/3) of all the members provided by law to be elected to the City Council in said City at a Regular Meeting thereof, held on the 26th day of November, 2001 the vote on the passage of said Agreement being taken by ayes and nays and entered upon the journal of the proceedings of said Council. I further certify that the said Annexation Agreement is in full force and effect.

Witness my hand and the seal of the said City this 10th day of December, 2001.



Tracey Covert
City Clerk

ANNEXATION AGREEMENT

PURSUANT to legislative authorization found in Article 11 Division 15.1 of the Illinois Municipal Code of 1961, and as an exercise of the Home Rule powers of the City of Bloomington, and for and in consideration of the mutual promises contained herein and other good and valuable consideration, the undersigned CITY OF BLOOMINGTON, ILLINOIS, a Municipal Corporation, hereinafter referred to as "City" and LARRY D. BIELFELDT, hereinafter referred to as "Bielfeldt", AGREE AS FOLLOWS:

I. ANNEXATION PETITION. Bielfeldt, subject to the terms and conditions set forth in this annexation agreement, has petitioned the CITY of Bloomington, requesting annexation of a tract of land described in Exhibit "A" (hereinafter referred to as "the Bielfeldt property") to the corporate limits of the City of Bloomington, Illinois. The City has heretofore published and given such notices and conducted such public hearings as may be required to annex the Bielfeldt property, including specifically a public hearing on this annexation agreement conducted after notice as required by law and ordinance on the 24th day of September, 2001.

II. ANNEXATION. City agrees to adopt an ordinance annexing portions of the Bielfeldt property to the City of Bloomington within 30 days from the date Bielfeldt submits an annexation plat and supporting documentation.

III. ZONING.

Within 30 days of annexation, City agrees to rezone the property as follows:

Tract 1: R1C Single Family Residence District

Tract 2: R-2 Mixed Residence District;

Tract 3: C-1 Office District;

Tract 4: B-1 Highway Business District;

the public hearings required for such rezoning having been held before the Planning Commission of the City of Bloomington on the 10th day of October, 2001 after notice required by law and ordinance.

Proposed Lots 20-29 and 87-99 as depicted on the Preliminary Subdivision Plan described in Article IV of this agreement shall be developed for detached single family. The lots in Tract 2 may be developed for single family detached, single family attached, or duplex at Bielfeldt's election, which election is to be made at final platting.

IV. PRELIMINARY SUBDIVISION APPROVAL. Within 30 days of annexation, City agrees to approve the Preliminary Subdivision Plan of the Bielfeldt property, a copy of which is attached hereto and made a part hereof as Exhibit "C". The public hearing required for such approval, having been held before the Planning Commission of

the City of Bloomington on the 10th day of October, 2001
after notice required by law and ordinance.

V. PUBLIC IMPROVEMENTS. With regard to the approval of the preliminary plan, any final subdivision plat, the installation of public improvements within and serving the Bielfeldt property, and the use and development of the Bielfeldt property during the term of this Agreement, the following agreements and conditions shall apply in place of those that might otherwise apply during subdivision or development of the site:

A. Streets

1. Adjacent Streets and Sidewalks -

a) Towanda-Barnes

1) right of way - Bielfeldt shall have no dedication requirement for Towanda Barnes Road.

2) improvement obligation - Bielfeldt shall have no obligation to pay any adjacent street improvement cost or connection fee for the right to access the Bielfeldt property from Towanda-Barnes.

b) GE Road

1) right of way - Bielfeldt shall have no dedication requirement for GE Road.

2) improvement obligation - Bielfeldt either pay an adjacent street improvement fee of \$65/lineal foot or construct one additional lane on GE Road at final platting of adjacent property. Bielfeldt shall have no obligation for sidewalk.

c) Construction access - City will not object to Bielfeldt taking access from Towanda-Barnes at the location depicted on the preliminary plan.

d) Entrance sign - City agrees to permit outlots for entrance signs at the locations depicted on the preliminary plan, provided the signs do not interfere with safe site distances based on accepted traffic safety standards.

2. Interior Streets -

A. No waivers - all interior streets shall be built in public rights-of-way to City standards.

B. Water -

1. Bielfeldt may tap, extend and utilize existing water mains and shall pay any applicable tap on fees at final platting.

2. Any over sizing of water mains in excess of 8" required by City shall be paid by City.

C. Sanitary Sewer -

1. Bielfeldt may tap, extend and utilize any existing sanitary sewer and shall pay any applicable tap on fees at final platting.

2. Any oversizing of sanitary sewer in excess of that required by the City to serve the subdivision shall be paid by the City.

D. Storm detention. Bielfeldt shall meet the storm water detention requirements for the Bielfeldt property on site

as depicted on the preliminary plan. The basins shall be "wet bottom" basins. Bielfeldt shall dedicate and the City shall accept and maintain the dam structure located in Outlot 176. The rest of the basin shall be privately maintained. The basins shall be started when 15 lots proposed for the Bielfeldt property are final platted and completed when 40 of the lots are occupied.

E. Parkland Dedication - Bielfeldt shall meet the Parkland Dedication requirements by dedication of trail right-of-way and the payment of a fee in lieu based on actual density as determined at final platting rather than maximum density permitted by the City's zoning code. No parkland fee shall be collected for areas zoned C-1 or B-1 unless the land is devoted to residential use.

F. School site dedication - none required.

V. MODEL HOMES. CITY shall allow the construction of up to ten model single family homes on the Bielfeldt property for presentation and sale purposes, provided water, sewer and a gravel base road surface are installed before construction commences. The location of the model homes may change from time to time and place to place as Bielfeldt desires. Notwithstanding the foregoing, no conveyance of title shall take place of any model home until a final subdivision plat is of record for the lot on which said model home is located. No certificate of occupancy shall be issued for any model home until an approved street is in place to provide

access to the lot on which said model home is located.

VI. Bielfeldt, not later than thirty (30) days after the date of annexation of any part of the Bielfeldt property, shall file the necessary petitions to annex that part to the Central Illinois Regional (Bloomington-Normal) Airport Authority and Bloomington and Normal Water Reclamation District.

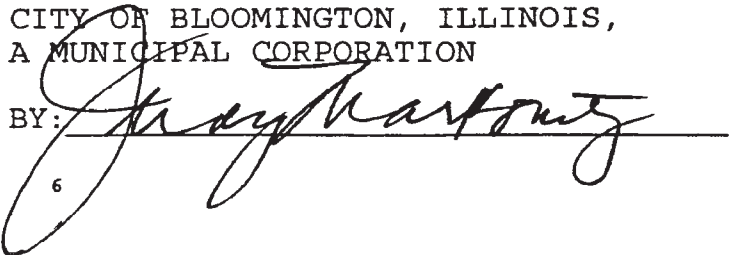
VII. Prior to the declaration of any default or the initiation of any action to enforce, terminate or seek damages for alleged violation or non-compliance of this agreement, the party asserting the breach, default or non-compliance shall give written notice to the other party, specifying the nature of the alleged breach, default or non-compliance and provide a reasonable period of time (not less than 30 days) to cure.

VIII. Except as provided in the agreement, Bielfeldt shall in the use and development of the property comply with all applicable zoning, subdivision, building and mechanical codes of the CITY.

IX. This Agreement is declared to be enforceable by the parties for a period of twenty (20) years from the date of its execution. Said Agreement is further binding upon the present Owners, their heirs, successors or assigns and upon the City of Bloomington's designated corporate authorities and successors in office.

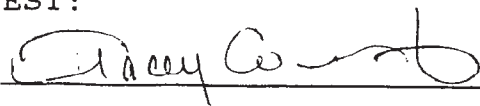
DATED at Bloomington, Illinois, this 27th day of November, 20 .

CITY OF BLOOMINGTON, ILLINOIS,
A MUNICIPAL CORPORATION

BY: 
6

ATTEST:

BY:




Larry D. Bielfeldt

I:\NANCY\LETTER\REALEST\bielfeldt.annexagr

LEGAL DESCRIPTION

A part of the Northeast Quarter and a part of the Northwest Quarter of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Northeast Corner of said Northeast Quarter. From said Point of Beginning, thence west along the North Line of said Northeast Quarter 1619.66 feet; thence south 1315.10 feet along a line which forms an angle to the right of 89°-47'-25" with the last described course; thence west 1383.99 feet along the Easterly Extension of the South Line of land conveyed to The Peoples Bank, Trustee of LDB-14 McLean County Land Trust per Warranty Deed recorded March 16, 1995 as Document No. 95-4794 in the McLean County Recorder's Office, the South Line of land conveyed in said Document No. 95-4794 and the South Line of land conveyed to said Trust per Warranty Deed recorded March 30, 1995 as Document No. 95-5683 in said Recorder's Office which form an angle to the right of 270°-34'-11" with the last described course to the Southwest Corner of land conveyed per said Document No. 95-5683; thence south 1306.35 feet along the East Line of "Survey of 355.15 Acres off of the West Side of Section 31" as shown in Plat Book 12, Page 120 in said Recorder's Office which forms an angle to the right of 89°-28'-21" with the last described course to the South Line of the Northwest Quarter of said Section 31; thence east 2991.26 feet along said South Line and the South Line of said Northeast Quarter which form an angle to the right of 90°-53'-20" with the last described course to the Southeast Corner of said Northeast Quarter; thence north 2650.33 feet along the East Line of said Northeast Quarter which forms an angle to the right of 89°-21'-51" with the last described course to the Point of Beginning. EXCEPT therefrom a tract of land conveyed to the City of Bloomington for a portion of GE Road per Warranty Deed recorded October 25, 1996 as Document No. 96-28276 in the McLean County Recorders Office, containing 137.719 acres.

MEMORANDUM

Date: 1/12/2015
To: Renee Gooderham, City Clerk's Office
From: Ryan L. Otto, P.E.
Re: **Sapphire Lake Subdivision 3rd Addition**
Performance Guarantees and Tap-On Fees

The following are the Performance Guarantee and Tap On fees required from the developer before releasing for recording: **Sapphire Lake Subdivision 3rd Addition**. The final plat is scheduled for Council consideration at the January 12, 2015 Council meeting.

A: Tap-On Fees:

The following tap-on fees are due from per the annexation agreement:

		<u>Fund Code</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
1	G.E. Valley San. Sewer	51101100-54120	\$0.00	\$0.00	\$0.00
2	G.E. Valley Sewer Extn.	51101100-54120	\$135.00	\$74.19	\$209.19
3	G. E. Rd Water Main	50100120-57320	\$0.00	\$0.00	\$0.00
4	G.E. Road (Pavement)	40100100-57320	\$0.00	\$0.00	\$0.00
5	Fee in lieu of Park Land	24104100-57320	\$679.63	\$0.00	\$679.63
6	Fee in lieu of Sidewalk	40100100-57320	\$0.00	\$0.00	\$0.00
	Total				\$888.82

Subdivision area 0.45 acres.

Frontage along G.E. Rd: 0'

of Residential Lots: 1

1) G.E.Valley Sewer: \$281/ac +interest** from 12/76; No fee after 4/28/2008

2) G.E.Valley Sewer Extn.: \$300/ac + interest** from 10/95; = \$300 X 0.45 + \$300 X 0.45 X 0.06 X 9-3/12 years = \$209.93 (CPI Interest = \$74.19, 6% Interest = \$74.93; therefore use CPI Interest)

(3) G.E. Water Main: \$18/ft

(4) G.E. Road Pavement @ \$65/ft (Developer built the additional eastbound outer lane, therefore no charges for GE Rd)

(5) Park Land Dedication Fee = (Persons/Dwelling Unit) X (Dwelling Units) X (1 acre/100 Persons) X Value of Land* = 2.34 X 1 X 1/1000 X \$29,044 = \$679.63

(6) Fee in lieu of Sidewalk

*Value of land computed from purchase price as listed in the Circuit Court of the 11th Judicial Circuit of McLean County's Judgment Order in case of Frances S. Kelley vs. Larry D. Bielfeldt dated June 12, 2013 (137.719 acres for \$4,000,000 or \$29,044/acre).

** Interest calculated based on the lower of 6% simple interest or the CPI calculated on the principal using the BLS inflation calculator at (http://www.bls.gov/data/inflation_calculator.htm)

B: Performance Guarantee

110% of Pamela Drive Sidewalk (102.48' X 4' X \$5/SF X 1.1)

\$ 2,254.56

Total Bond Amount Required **\$ 2,254.56**

Bonds/Guarantees must be in the form(s) and language provided by City Code.

C: Bond for the Improvement of Adjacent Substandard Street (10 years)

None

cc: Jim Karch, Director of Public Works
Kevin Kothe, City Engineer
Robert Moews, Parks
file

MEMORANDUM

Date: 1/12/2015
To: Renee Gooderham, City Clerk's Office
From: Ryan L. Otto, P.E.
Re: **Hawthorne Commercial Subdivision, 12th Addition**
Performance Guarantees and Tap-On Fees

The following are the Performance Guarantee and Tap On fees required from the developer before releasing for recording: **Hawthorne Commercial Subdivision, 12th Addition**. The final plat is scheduled for Council consideration at the January 12, 2015 Council meeting.

A: Tap-On Fees:

The following tap-on fees are due from per the annexation agreement:

		<u>Fund Code</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
1	G.E. Valley San. Sewer	51101100-54120	\$0.00	\$0.00	\$0.00
2	G.E. Valley Sewer Extn.	51101100-54120	\$2,301.00	\$1,264.51	\$3,565.51
3	G. E. Rd Water Main	50100120-57320	\$0.00	\$0.00	\$0.00
4	G.E. Road (Pavement)	40100100-57320	\$0.00	\$0.00	\$0.00
5	Fee in lieu of Park Land	24104100-57320	\$24,396.96	\$0.00	\$24,396.96
6	Fee in lieu of Sidewalk	40100100-57320	\$0.00	\$0.00	\$0.00
	Total				\$27,962.47

Subdivision area 7.67 acres.

Frontage along G.E. Rd: 0'

of Residential Lots: 84 Residents

1) G.E.Valley Sewer: \$281/ac +interest** from 12/76; No fee after 4/28/2008

2) G.E.Valley Sewer Extn.: \$300/ac +interest** from 10/95; = \$300 X 7.67 + \$300 X 7.67 X 0.06 X 9-3/12 years = \$ (CPI Interest = \$1,264.51, 6% Interest = \$1,277.06; therefore use CPI Interest)

(3) G.E. Water Main: \$18/ft

(4) G.E. Road Pavement @ \$65/ft (Developer built the additional eastbound outer lane, therefore no charges for GE Rd)

(5) Park Land Dedication Fee = (Persons) X (Dwelling Units) X (1 acre/100 Persons) X Value of Land* = 84 X 1 X 1/100 X \$29,044 = \$24,396.96

(6) Fee in lieu of Sidewalk

*Value of land computed from purchase price as listed in the Circuit Court of the 11th Judicial Circuit of McLean County's Judgment Order in case of Frances S. Kelley vs. Larry D. Bielfeldt dated June 12, 2013 (137.719 acres for \$4,000,000 or \$29,044/acre).

** Interest calculated based on the lower of 6% simple interest or the CPI calculated on the principal using the BLS inflation calculator at (http://www.bls.gov/data/inflation_calculator.htm)

B: Performance Guarantee

110% of Public Improvements (Woodbine Road Extension and Water Main Extension) -

(Engineer's Estimate = \$146,469) 1.1 X \$146,469 = \$ 161,115.90

Total Bond Amount Required **\$ 161,115.90**

Bonds/Guarantees must be in the form(s) and language provided by City Code.

C: Bond for the Improvement of Adjacent Substandard Street (10 years)

None

cc: Jim Karch, Director of Public Works
Kevin Kothe, City Engineer
Robert Moews, Parks
file

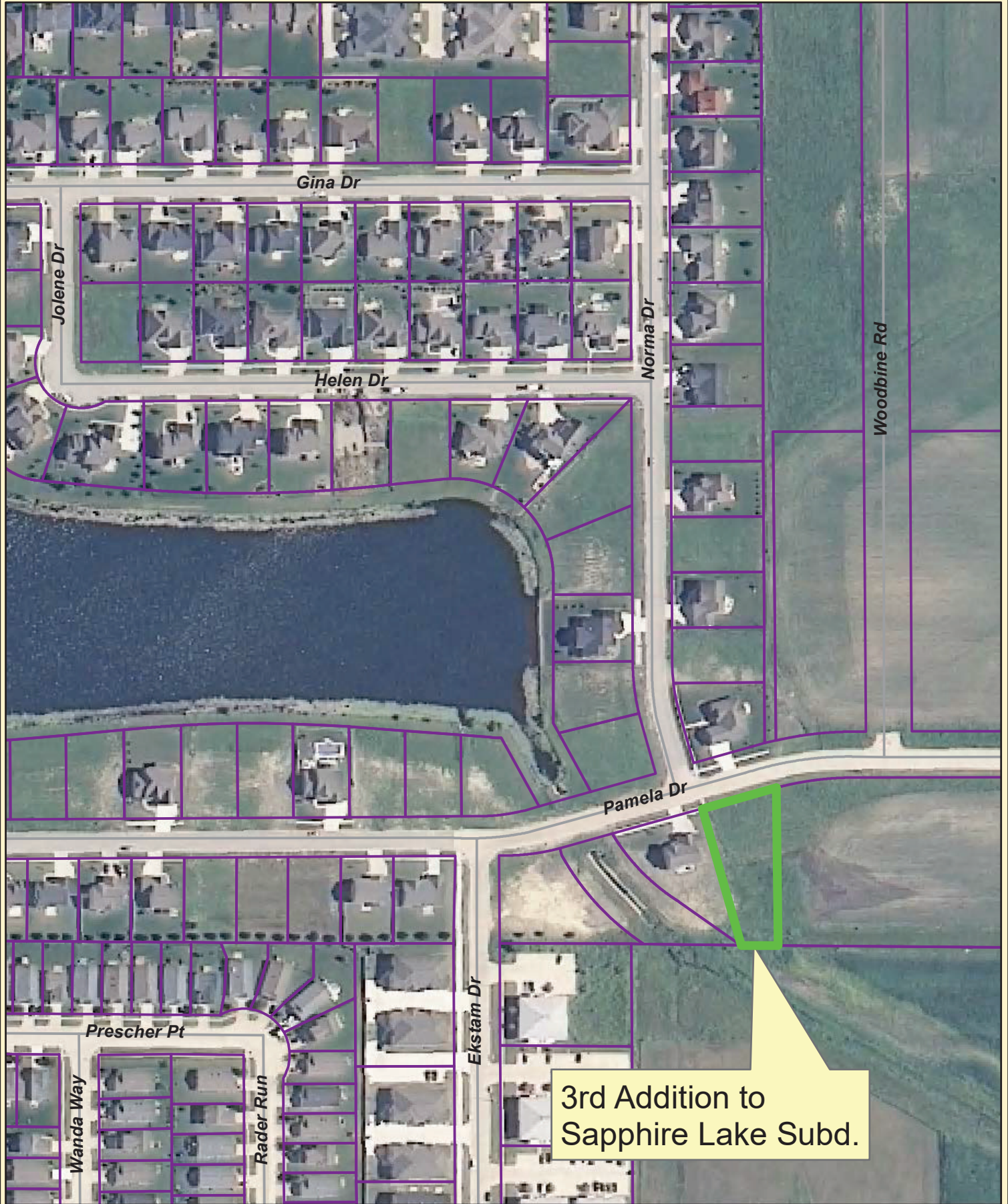


Land from Kelley Settlement



Sapphire Lake Subdivision 3rd Addition - Final Plat

190 95 0 Feet



3rd Addition to
Sapphire Lake Subd.

Hawthorne Commercial Subd. 12th Addition - Final Plat

220 110 0 Feet





FOR COUNCIL: March 9, 2015

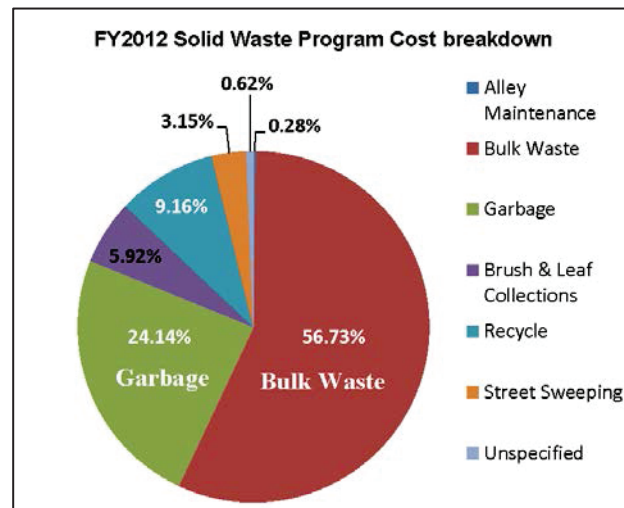
SUBJECT: Text Amendment to Chapter 21, Refuse Code, Section 300.7

RECOMMENDATION/MOTION: Recommend that the Text Amendment to Chapter 21, Refuse Code, Section 300.7, be approved and the Ordinance be passed.

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

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

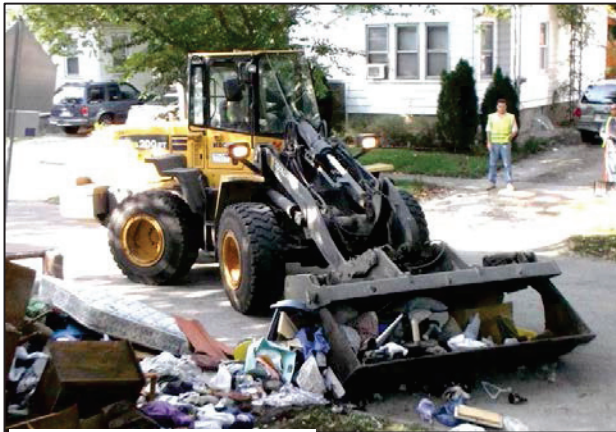
BACKGROUND: The high cost of and low revenue from bulky waste and brush collection drives a funding gap in the Solid Waste Enterprise Fund, which is designated to be a self-supporting fund. The Solid Waste Enterprise Fund is projected to end FY2016 with a \$2.5 million deficit which includes a \$1.5 transfer from the General Fund. This deficit would continue to grow in FY2017 to \$3.6 million under the current rate structure and another General Fund transfer of \$1.5 million. The Text Amendment takes steps to eliminate the funding gap through changes in bulky waste and brush collection services. Those changes are:



From 2013 Solid Waste Analysis Final Draft Report

- Eliminate the first bucket free policy that nearly equates to free, citywide, weekly bulk collection.
- Raise the fee for bulky waste and brush to \$50 per end loader bucket starting April 1, 2015. (One brush bucket is equal to two large grabs or “bites” of an end loader.)
- Increase the bulk and brush fees by 5 percent every two (2) years to offset rising labor costs and other costs, with the first increase taking effect on May 1, 2017.
- Maintain the cart-based refuse fees adopted by the Council in calendar year 2014. The schedule is as follows:
 - ⇒ Currently: 16-gallon cart, \$16 per month; 65-gallon cart, \$18; 95-gallon, \$20.
 - ⇒ As of May 1, 2015: \$16/\$20/\$23.
 - ⇒ As of May 1, 2016: \$16/\$21/\$25.

For multi-family homes, building owners would be billed if the Public Works staff cannot be certain which tenant left the bulk or brush.



A bucket of bulk.



A "bite" of brush.

Staff also is considering community-wide free collections two (2) times per year, once in the spring and once in the fall, which is an operational change not needing an ordinance amendment. The City likely would wait until spring 2016 to conduct the first collection. It will have a better idea how other changes are affecting the budget before undertaking a charge-free program that would carry a large cost to the City.

If bulk changes are accepted by the Council, Bloomington will retain excellent bulky waste and brush service at reasonable fees. The cost for a Solid Waste customer to drop off bulk at the landfill transfer station in west Bloomington is \$89.74 per ton, with a minimum charge per visit of \$89.74. A similar brush comparison was not made because there is no comparable market in the private sector. This is because the City picks up all brush without charging.

The following material takes a historical view on fees and Solid Waste. It supplements materials given to the Council and the public for the March 9, 2015, work session.

Fee history and the funding gap:

Bloomington's bulky waste and brush collection service distinguishes the City's Solid Waste collection from that of most other communities but at a cost of nearly \$3.5 million a year. For most of the history of the service in Bloomington, customers have been charged no fee for bulky waste and brush collection. This labor intensive and equipment-intensive collection work has been paid through General Fund subsidies (taxes).

Taxes once paid for the all Solid Waste service by design of the Council. The Councils philosophy shifted in the new century. The Council instituted a Solid Waste (Refuse) Fee for the first time in FY 2004: \$5 per month per household. It rose to \$7 for FY 2008.

First bulk fee

In 2009, the Council passed a bulk fee of \$25 per end loader bucket for all

In two (2) years the budget had been reduced by ten percent (10%). It was harder and harder to find ways to reduce the number of employees, and reduce expenses without service cuts. Cuts could be made to recycling, reducing bulk pick up to once a month, or reduce the number of police officers.

Council minutes referencing statements by then-Mayor Stockton, 11-9-09

collection over two (2) end loader buckets. The Council also decided in 2009 that the City should stop taking heavy materials such as shingles, sod, dirt, concrete and rock except in cases in which a Solid Waste customer made special arrangements and paid a fee based on the City's actual collection cost. As seen in Council minutes from 2009 (see box above), the Council identified bulk services as a high-cost service, and then Mayor, Steve Stockton said a reduction to periodic collection was one route the City should consider.

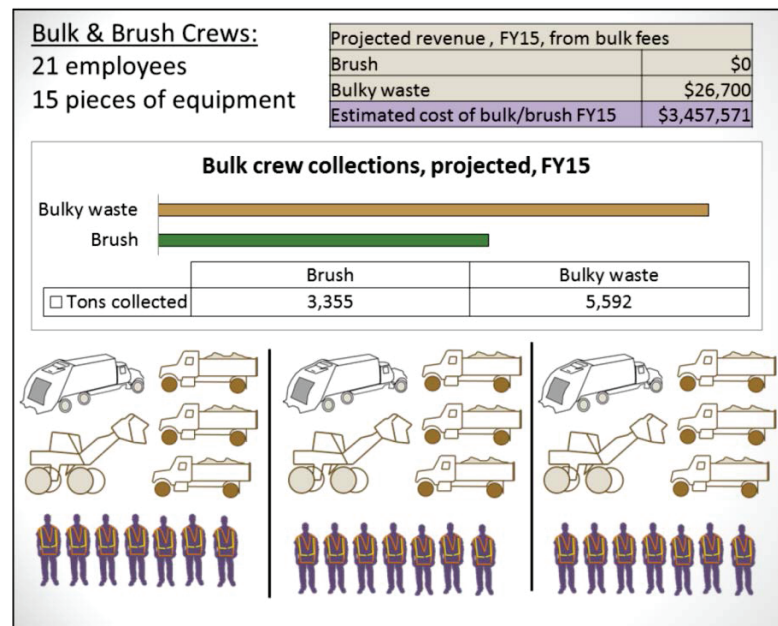
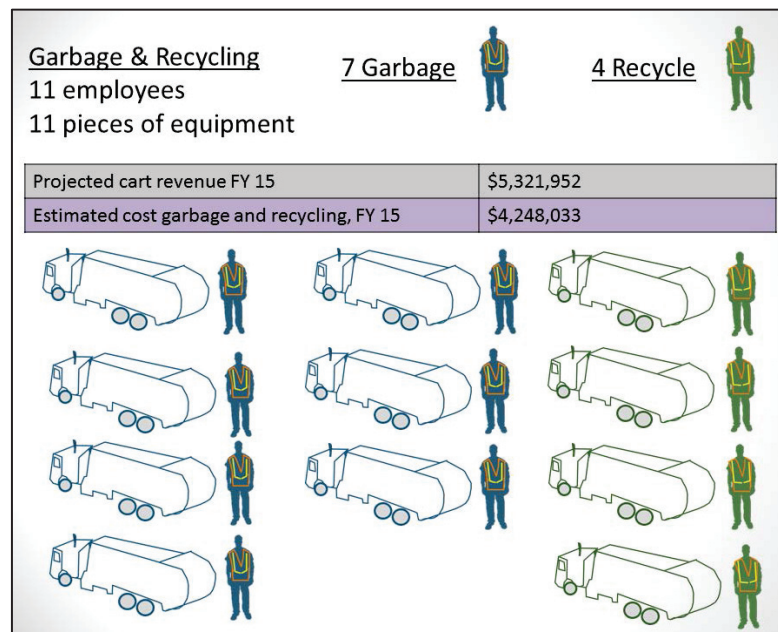
Enterprise Fund: 2011

The Council designated Solid Waste as an Enterprise Fund for FY 2011. Solid Waste should pay for itself without General Fund tax subsidy. The monthly customer fee rose to \$14 in FY 2010 and to \$16 in FY2013, but revenue in Solid Waste continued to fall short of costs.

A Solid Waste Analysis completed in 2013 showed cost of bulky waste and brush pickup was responsible for continued high operations cost in Solid Waste. (See chart.) Staff considered reducing the service level. A year ago, during discussions of the FY 2015 budget, staff prepared for a service reduction through elimination of one (1) of three (3) bulk crews, but the Council decided against the cut.

Cart fee started, bulk fee changed

For FY 2015, the City instituted automated cart collection for garbage. (It had done so for recycling in 2013.) The Council established a tiered rate system in which the monthly fee was set according to the customer's garbage cart size beginning May 1, 2014: \$16 monthly for a 35-gallon cart, \$18 for a 65-gallon cart and \$20 for a 95-gallon cart. The rates increase to \$16/20/23 beginning May 1, 2015, and \$16/21/25 beginning May 1, 2016. For bulk, the first end loader bucket remains free and the second bucket costs \$25. It should be noted here that



many cities provide minimal bulk and brush services and confine most solid waste services to garbage and recycling, as shown in the top diagram on the previous page.

FY 2015 deficit

Midway during the fiscal year, staff determined that the new fee structure would not bring Solid Waste into self-supporting operations. The opposite was true; the funding gap was widening. Staff brought the situation to the Council's attention and staff examined the issues. The results are the recommendations before the Council tonight.

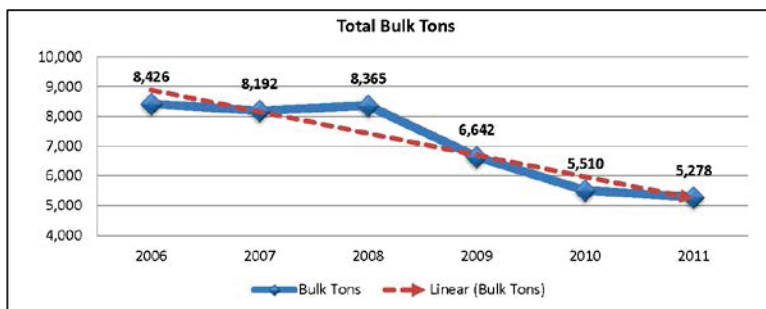
Staff this winter concluded that the core issue was the fee system for bulky waste pickup, the lack of any brush fee and the cost for premium bulky waste and brush collection. The cart fees are expected to generate \$5.3 million in FY 2015, which is about \$1.1 million above the cost of garbage and recycling. The cost of bulky waste and brush collection is projected to cost about \$3.5 million, and revenue produced by bulky waste collection will be insignificant in comparison.

The cart fee cannot sustain the entire Solid Waste program. **The fee would have to rise to about \$30 a month per household.** Staff detects little support among the public for doing so.

Instead, staff proposes to end the free bucket policy, raise the bulk fee to \$50, charge similarly for brush and reduce bulk personnel through job transfers and attrition. Staff ran twenty – nine (29) scenarios through cost revenue formulas. It projects that the \$50 bulk fee will produce revenue and work reduction resulting in a net gain of about \$165,000 in the first year.

The Unknown

While staff generated cost and revenue projections, there are unknowns. The first is consumer behavior. We are estimating that demand for bulk will decrease by 60 percent as a result of the increased cost and the elimination of the free bucket. Actual results may differ, but prior experience



indicates reduction in demand should take place. From 2008 to 2011, the City saw a 38 percent reduction in bulk tonnage, the likely result of the Council instituting a bulk fee and excluding heavy materials including sod, shingles and rock from its regular bulk collection. (See accompanying chart.) The strategy includes management moving employees into other jobs and reducing labor costs through attrition. The rate of attrition is another unknown.

Conclusion:

Recommendations will put the Solid Waste Enterprise Fund on the right course. It will require several months of consumer experience before the City can fully understand how the changes (or any other changes in Solid Waste fees and services) affect the budget.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Staff has conducted multiple public outreaches on the topic of Solid Waste, notably during the study and Solid Waste Analysis headed by Assistant to the City Manager Alex McElroy. More recently, Solid Waste was a table topic during the Citizens' Summit on January 20, 2015. The Public Works Department has availed itself to informal public comment and discussion throughout years of proposals and changes discussed in this memorandum.

FINANCIAL IMPACT: Financial analysis of the above staff recommendation projects a modest a gain of \$165,000 in FY 2016 and \$86,500 in FY2017. These projections use predictions of consumer behavior such as growth in customer base of 400 per year based to population growth trends and additional utilization of 35 gallon carts as monthly rates increase. Further a significant assumption made is the reduction of bulk waste pickups will reduce by 60%. It is not possible to understand the true financial impact at this time. However, Finance does endorse the staff recommendation presented within and believes this is a viable solution for the fund to become solvent in the long term.

Respectfully submitted for Council consideration.

Prepared by:	Stephen Arney, Public Works Administration
Reviewed by:	Jim Karch, PE, CFM, Director of Public Works
Reviewed by:	Steve Rasmussen, Assistant City Manager
Financial & Budgetary review by:	Patti-Lynn Silva, Finance Director
Legal review by:	Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Proposed Text Amendment.
Attachment 2: Summary of Citizens' Summit discussions.

Motion: That the Text Amendment to Chapter 21, Refuse Code, Section 300.7, be approved and the Ordinance be passed.

Motion: _____ Seconded by: _____

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

ORDINANCE 2015 - ____

**AN ORDINANCE AMENDING THE CITY CODE PROVISIONS
ON BULK WASTE & BRUSH COLLECTION**

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

SECTION 1. That Chapter 21, Section 300.7 of Article III of the Bloomington City Code, 1960, as amended, shall be further amended as follows (unless otherwise noted, additions are indicated by underlines; deletions indicated by strikeouts):

Section 300.7: Bulk Waste and Brush Collection.

Bulk waste, ~~and~~ building waste and brush may be collected by the City under rules established by the Director of Public Works and approved by the City Manager, but only with respect to bulk waste, ~~or~~ building waste or brush generated or created by the occupant or owner of residential property, with proper permits, as needed and in compliance with this section. The City will not collect bulk waste, ~~or~~ building waste or brush generated or created by any contractor, subcontractor or other person for hire and/or bartering. For collection under this section, the City shall charge fifty dollars (\$50.00) per loader bucket for bulky and/or building waste. The City shall also charge fifty dollars (\$50.00) per brush bucket, which shall constitute two full front end loader grabs, commonly called "bites." The amounts set forth herein shall automatically increase by 5% on May 1 of each odd-numbered year, with the first increase taking effect on May 1, 2017. The City will not collect any sod, concrete, bricks or shingles unless the ~~resident~~ person who participates in the bulk waste collection program requests a pickup of such sod, concrete, bricks or shingles. After such a request is made, the City will pick up such sod, concrete, or shingles and will charge the resident for the actual cost of the pickup and disposal of such material ~~for anything beyond thirty-five pounds of material.~~ The determination by the City of the weight of the material and cost for disposal of same shall be final. ~~The City will charge the resident twenty-five (\$25.00) dollars per loader bucket for anything collected over one loader bucket weekly.~~ For bulky waste, building waste and brush collection at multi-family residences, the charges set forth herein shall be due and payable from unit responsible for the disposal material. However, if the City cannot ascertain with certainty the person and unit address responsible for the materials, the property owner shall be charged and responsible for the disposal costs.

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

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

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

SECTION 5. This ordinance shall be effective on April 1, 2015, after the date of its publication as required by law.

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

PASSED this 9th day of March, 2015.

APPROVED this ____ day of March, 2015.

APPROVED:

Tari Renner
Mayor

ATTEST:

Renee Gooderham
Interim City Clerk

From the Flipcharts

Parks, Recreation and Cultural Arts

- Promote use on more projects – increase fees
- Use Miller Park for more private one on one on empty zoo days
- Golf paths –
- Golf courses – go down to less, use land for tax generating revenue – Raise fees
- Variable fee structure based on income on special needs program with caps and review on what someone pays
- BCPA – Increase fee, increase use of building
- Constitution Trail – do upgrades
- Miller Park – upgrade pavilion
- New subdivision – all infrastructure paid by developer – change city codes
- City maintains, developer pays

- Cut 12 employees
- Reduce zoo/BCPA subsidies
- Raise zoo admission fees
- Set fixed amount to subsidize & let Department come up w/ the difference
- Privatize golf courses (franchise)
- Find private \$\$\$ (sponsorship) for the zoo/BCPA
- Raise rental fees for sports fields

- Would City consider selling the Coliseum?
- Can the City reach out to businesses (local), for funds that have been allocated?
- Can we get companies to advertise inside rec. facilities?
- Where is the need at?
- Raise user fees on places like Miller Park Pav. ie: weddings
- Where is demand for services; ie ice rink
- Possibly raise service fees
- Review the programs to determine usage fees. Survey the attendees of the programs.
- Look at \$581.593 and see where funds are going
- *Are some of the fees too low?
- * Lack of marketing on what is available in this community?
 - What would marketing costs be? What is current marketing?
- Improvements to buildings would be an investment
- Cost effective
- Use friends of the zoo to create benefactors
- Why is the City of Blmgtm supporting “regional attractions”?
- Combine Bloomington & Normal Parks & Recs./District
- Vary fees based on where you live
- Naming rights of BCPA
- Is there a threshold of attendance that we are not losing money on events?
- Review ticket prices
- Are we doing a good enough job promoting and marketing events?
- 557 total events per year at the BCPA

- Encourage feedback for people using services
- Has the city asked for patron list from Civic Center & Krannert Center
- Dinner shows
- Market to college students

Public Safety

- Personnel – Fire
 - Supervisor to subordinate ratio
 - 1:1.5
 - SOP in fire standards?
 - Staffing part of negotiations?
 - 130 staff cut in 2009
 - Didn't fill positions
- Cut expenses
- Make gov't more efficient
- Don't higher/increase taxes
- Quality of service needs maintained
- Response time needs addressed
- 8 hr. shift – 7 days/wk?
- COB firefighters not equal to Chicago FD
- Weight room
- Putting out fires
- Paramedics outsourced?
- Audit from independent organization on how time is being spent in FD
 - Are performance standards being meant?
- Is this a state problem or city problem?
- Can't cut Public Safety
- How do we address building needs?
- What's being done w/ empty fire station?
- Response times are not what they should be
- Opportunities to share empty fire station
- Where are response times lowest?
 - Northeast
- Blm & Nrml building library together – union vs non union
- Reciprocity agreements?
- Human life is more important
- Airport – station
- Pension
 - Reducing head count
 - Minimum eligibility
 - How do we increase – state law
 - Do we reduce head count, increase efficiency, proximity?
 - Layers of management?
 - Public Works, for ex.
 - Need to start looking at unnecessary layers
 - Police & FD are specifically trained; need to preserve these ees.

- Why do we have a communications specialist for both police & fire?
 - Who are essential & who can we combine?
 - Blm has more unions than Nrml
 - Going to have reduce/get rid of so many unions. Will not be easy.
 - # of ees doesn't make a company better
 - For ex. Postal Service
 - Have to limit how much we structure upward
 - Do we have to have a certain # of Srgts & Lts?
 - Police has a flatter structure
 - NFPA – Best Practices
 - Smaller span of control in the “hazard zone”
 - Does our response time depend on lean staffing?
 - Are there *proximity levels of mgmt. that can be “leaned” out?
 - Thank you to HQ for a fire one of the members had in '09
 - Are all of the searg. In police necessary?
 - We are down 5 police officers – what if we had a riot?
 - Is police required for staffing like Fire?
 - What is the biggest driver of OT?
-
- Reconcile budget shortfalls
 - Sell unused station/property?
 - Eliminate unnecessary spending in non core services? (quality of life)
 - Prioritize budget for core issues first!
 - Not enough info to make informed decision on lowering response times
 - Pensions –
 - Priorities
 - Capital improvements
 - Core services
 - Pensions
-
- Empty building (Six Points) to sell?
 - Federal dollars
 - Add another station
 - Shared station
 - Buildings need updating
 - Prioritize needs versus wants
 - Intelligent traffic signals to lower response times = less stations needed long term
 - Possible joint or shared sources
 - Co-ordinate changes with adjoining towns
 - Find a solid funding source
 - Release some mandates on the city from the state
 - Prioritize -> Proactive funding (save on instere cost\$)
 - Citizen interactions
 - Cost of livings?
 - Holding line on hiring and spending increases
 - Outsourcing of jobs that will not require pensions?

Solid Waste

- Excess bags, piles ->
 - Is it enforced?
 - City follow-up
- Suggest pick-up same day as recycling
- Some heavy users put out disproportionate amount, others never
 - Charge for it beyond a certain amount/frequency (e.g. more than one)
- Recycling
 - Need opportunities for businesses to participate
 - Municipal system we have good for quality of life
 - Incentivize recycling for everyone – residences, businesses
- Garbage
 - Evaluate new system after 6 months -> has it happened?
 - Density
 - Municipal system convenient, better than many other communities
 - Greater differential between 35/65/95 gallon containers
- Snow Removal
 - Requirement for residents and businesses to clear sidewalks
 - Enforcement
 - Revenue generation
 - Electronics
 - Cooperate w/ other governmental entities
 - Change state law
 - Incentives to recycle
 - Increase fee for additional bulk waste “bucket”
 - Enforce regulations re trash, bulk containers, quantity
 - Encourage recycling by increasing fees for garbage pick-up (35/65/95)
 - Cooperate w/ Normal
 - Business recycling
- Bulk pick-up is a problem:
 - Who is/isn't paying for it?
 - How is it being picked up? (specifically, Bloomington process vs Normal's process)
 - Number of vehicles used vs. drop-off facility?
 - No schedule for bulk waste
 - Limit to once a month
 - Rentals: Private contractors
 - Landlord education of responsible waste disposal
 - Crews need to enforce the billing for the extra work they do for residents (not packing correctly)
 - Get rid of limits on loads per day at drop-off facility
 - Out-source bulk pick-up
 - Distinctions between residential/commercial bulk pick-up
 - Separate thought process and practices for recycling vs. other solid waste vs. bulk
 - Increase charge for “2nd bucket” pick-up so it's in line w/ what it costs

- Eliminate bulk waste pickup
 - Privatize bulk waste if it can't be made self sufficient
 - Would elimination reduce pension liability
 - Do reductions in union staff impact contracts?
 - Can bulk waste equipment be repurposed if program is eliminate?
 - What would it take to make bulk waste program self-sufficient?
 - Can it be reduced to the point where it is self sufficient?
 - Keep "drop off" location for bulk waste & possibly expand this location
 - Entire table concurs on this point
 - 8 for 8
-
- Privatize waste removal
 - Individuals pay separate find own source to contract
 - City contract with private company
 - Can just bulk be contracted out
 - Limit bulk to less pick-ups
 - Get ballpark costs from private companies
 - Quit hiring consultants
 - Cut down
-
- Solid waste fees 30% short
 - Fines
 - Greater enforcement of codes
 - Higher -> Bulk waste cost for rental properties
 - Less frequent pick up for bulk waste
 - Increase recycle

Idea "Parking Lot"

- Cap total property tax at 1% of property value
- Have a group of ILL mayors go to Spfld and lobby legislature to remove public services pensions out of state constitution. Possible amendment.
- Establish a Park District. Move zoo, Parks & Rec, Coleisum, to that District
- Accountability for contracted work
- More quality control on road work & other contracted work
- Section 8 housing?
 - What advantages
- Enforce clearing sidewalks after snow storm – Keep better track of landlords & their properties – Can surprise inspections be done? Unfortunately there are “slumlords” & renters are afraid to complain

Other Written Questions/Comments

- Comments from neighbors – street repair, water mains/sewers (major concern from everyone who contacted me), housing complex on Oakland – use metal garbage cans – couldn't they have city carts, slowdown on spending of Const. Trail/parks/zoo, how to control panhandlers in neighborhood, some neighbors can't afford 50/50 on sidewalks
- You can state the rental owner are okay
- Eliminate sticks for extra bags – just charge people for extra bags not in garbage cans
- How come there is no mention of Economic Development in all the documents. Did I miss it?
- What percent of seats at the BCPA and Colliseum are filled for each seat?
- Thanks Tina. BCPA 550 venues per year, how many are "free" gratus, how many are fees, please respond to Jim Fruin
- Didn't have the opportunity to say this – In terms of revenue streams, we, as a city, do a poor job in collecting code violation fees. I have never been in a city that lets things slide like they do here – if a citizen doesn't meet the expectations of the law, they need to pay the legal fine.
- This has been a great experience and I applaud the council for this initiative. It was also worthwhile to meet taxpayers from other wards and listen to their comments from a perspective different than mine. I hope this assists the council in successfully accomplishing completion of the 2016 budget.
- Unclear in statement, articulate cost/benefit/analysis, need to distinguish bulk waste program from recycling participations, work on enhancing citizen responsibility, communicate widely info, pickup dates, kinds of pickup, alternatives to curbside, hire professional grant-getter, re: raising fees: needs-based exemptions coordinate with county, McLean County Regional Planning
- (I was at solid waste table. I've thought of some more possibilities to save money.) Increase liquor license fees substantially; increase OTB fees; charge downtown bars a lot for extra policing needed for unruly patrons; increase local gas tax for road improvements; charge private groups that make heavy use of city parks (ie private football taking over parks on weekends); submit ambulance bills promptly to insurers; increase fines for ordinance violations; eliminate K-9 unit due to new marijuana laws – will no longer be effective in drug searches; increase trash cart fees, especially for larger carts; abandon school resource offices; no staff should take home city vehicles unless job takes them out on overnight emergencies; increase water charges; increase golf fees; no need for another fire station; discourage urban sprawl. Force developers to bear the cost of streets, sewers, sidewalks; note: we live in one of the richest countries in the world. We are the top 1% -> whining about taxes is a luxury for people whose needs are mostly well met. Change Coliseum management. Demand accountability; increase retirement age for police & fire; resist calls for an east side library branch; hire fewer expensive consultants. When they mess up (garbage cart predictions) do not rehire them; hire another full-time inspector to check for property ordinance violations – place liens on properties that are constantly out of compliance; keep the zoo & programs for children -> not everything is about the \$, and our youngest citizens didn't have a voice tonight
- Why does CIAM report not match auditors report which shows 100,000s in losses? Which shows 100,000s in losses? Why is income (revenue) not known for point of sale? Colliseum! I don't have my notes but I believe there were areas pointed out where possible fraud or abuse could take place – Have these loopholes been closed? ie petty cash being used for employee loans, refer to BLNews for Dianas outline of the report, need to look @ more cuts, cut wasteful spending and don't say there isn't any.



ADDENDUM I

BLOOMINGTON CITY COUNCIL AGENDA

MARCH 9, 2015

ADDITION TO CONSENT AGENDA

- Item 7B. Bills and Payroll. (Recommend that the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.) *City Council Memorandum and attachment.*

ADDITION TO REGULAR AGENDA

- Item 8A. Approve a Budget Amendment to Accounts (10019180 - 89410), (40100100 - 85100) and (40100100 - 72510) in the General and Capital Improvement and Agreement with Sugar Creek Packing Co. (Recommend that the Agreement with Sugar Creek Packing Co. located at 412 East St. be acquired at an acquisition amount not to exceed \$245,000. be approved, the Ordinance Amending the Budget to Add Funds to Accounts (10019180 - 89410), (40100100 - 85100) and (40100100 - 72510) in the General and Capital Improvement Fund be passed and the Mayor and City Clerk be authorized to execute the necessary documents.) *Attachment 6: Agreement to Purchase.*



FOR COUNCIL: March 9, 2015

SUBJECT: Bills and Payroll

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

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

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

FINANCIAL IMPACT: Total disbursements to be approved \$4,190,865.56, (Payroll total \$2,239,073.37, Accounts Payable total \$1,951,792.19)

Respectfully submitted for Council consideration.

Prepared by: Patti-Lynn Silva, Director of Finance

Recommended by:

David A. Hales
City Manager

(ON FILE IN CLERK'S OFFICE)

Attachment: Attachment 1. Bills and Payroll on file in the Clerk's office. Also available at www.cityblm.org.
Attachment 2. Summary Sheet Bills and Payroll Report

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

Motion: _____ Seconded by: _____

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

Council of March 09, 2015

Date	Gross Pay	Employer Contribution	Totals
2/27/2015	\$ 212,526.63	\$ 75,518.62	\$ 288,045.25
3/5/2015	\$ 1,265,175.39	\$ 333,004.30	\$ 1,598,179.69
3/6/2015	\$ 225,341.02	\$ 78,207.56	\$ 303,548.58
			\$ -
			\$ -
			\$ -
2/27/2015-3/5/2015	\$ 43,312.81	\$ 5,987.04	\$ 49,299.85
Off Cycle Adjustments			\$ -
PAYROLL GRAND TOTAL			\$ 2,239,073.37

Date	Bank	Total
3/9/2015	AP General	\$ 1,856,601.41
	AP BCPA	
3/9/2015	AP Comm Devel	\$ 14,809.57
	AP IHDA	
3/9/2015	AP Library	\$ 40,024.71
	AP MFT	
2/25/2015-3/02/2015	Off Cycle Check Runs	\$ 40,356.50
	AP GRAND TOTAL	\$ 1,951,792.19
	PCARD GRAND TOTAL	
	WIRES	
	Date	Total \$ -
	WIRE GRAND TOTAL	

TOTAL	\$	4,190,865.56
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Patti-Lynn Silva
Director of Finance

AGREEMENT TO PURCHASE

This Agreement between the CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, a municipal corporation organized under the laws of the State of Illinois, whose mailing address is 109 East Olive Street, P.O. Box 3157, Bloomington, Illinois 61702-3157 (the "Buyer") and SUGAR CREEK PACKING CO., an Ohio corporation with principal offices at 495 Old Chillicothe Road S.E., Washington Court House, Ohio 43160 (the "Seller").

Seller agrees to sell and Buyer agrees to buy, upon the terms and conditions set forth herein, all of Seller's rights, title and interest in the real estate commonly known as the Sugar Creek Packing Co. facility, located at 410 South East Road, Bloomington, Illinois, and legally described on Exhibit A attached hereto (the "Property").

Section 1. Down Payment, Price and Terms:

Buyer will deposit with Cornerstone Title Agency, LLC the sum of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) (the "Down Payment") within three (3) days after this Agreement has been signed by both parties, which shall be held in trust in a non-interest-bearing account and applied on the Purchase Price when the transaction is closed; or, if Seller fails or refuses to perform Seller's part of this Agreement, the Down Payment shall be returned to Buyer; or if Buyer fails or refuses to perform Buyer's part of this Agreement, the Down Payment shall be delivered to Seller. Such delivery or return of the Down Payment shall not in any way prejudice the rights of either party to any remedy for such failure or refusal.

The purchase price shall be Two Hundred Forty-Five Thousand and No/100 Dollars (\$245,000.00), due and payable from Buyer to Seller at closing.

Section 2. Method of Payment:

Buyer shall pay the purchase price in cash, cashier's check, certified funds or the equivalent.

Section 3. Closing:

This Agreement shall be closed within fifteen (15) days of the completion of the Inspection Period (as defined below in Section 9). Seller shall surrender possession of the Property to Buyer at the time of closing.

Section 4. Closing Costs:

Unless otherwise stated, closing costs are to be paid as follows: 1) Seller shall pay all Seller's existing loans, liens and related costs affecting the sale of the Property, Seller's settlement fees, the balance on any leased items that remain with the Property, and title insurance policy fees and costs; and 2) Buyer shall pay transfer taxes, deed recording fees, hazard and other required insurance, and Buyer's settlement fees.

Section 5. Conveyance:

At closing Seller shall convey and transfer the Property to Buyer by warranty deed subject to the exceptions permitted herein. At the same time the purchase price shall be paid and all documents relative to the transaction shall be signed and delivered.

Section 6. Items Included or Excluded:

Included, if present, as part of the Property sale are: all real estate, buildings, improvements, appurtenances (easements, rights of way and privileges) and fixtures. Fixtures include all things which are attached to the structure(s) by nails, screws, or other permanent fasteners, including, but not limited to, all of the following, if present: attached light fixtures and bulbs, heating and cooling equipment and thermostats, plumbing fixtures and equipment, all doors, all windows and screens, all security system components and controls, all fencing, and landscaping and outdoor lighting.

Section 7. Title Evidence:

Upon acceptance of this Agreement, Seller shall within thirty (30) days furnish at Seller's expense a commitment for an owner's title guaranty policy issued by a company licensed to issue the same for the county in which the Property is located for the amount of the purchase price, subject to, but not limited to, the following: (a) all taxes and special assessments now a lien, levied, or confirmed after the date hereof, (b) building, use and occupancy or restrictions, if any, (c) zoning laws and ordinances, (d) easements of record or in place affecting the Property, if any, (e) drainage ditches, feeders and laterals, if any, (f) conveyances or reservations of coal, minerals and mining rights, if any, of record, (g) mortgage or other lien that may be eliminated at closing by application of the purchase price and (h) rights of tenants in possession.

Buyer or Buyer's attorney shall within a reasonable time after receiving such title evidence deliver to Seller a report in writing specifying any objections made to the title. If material objections made to the title in such report are not cured within twenty (20) days after such report is so delivered, this Agreement shall, at Buyer's option, be void. Buyer may, nevertheless, elect to take such title as it then is, and in such case, Seller shall convey the Property as agreed.

Section 8. Survey:

Buyer, at its expense, shall obtain within thirty (30) days of the date of this Agreement a staked survey of the Property. Upon Seller's written request, Buyer shall furnish a copy of the survey to Seller. Such survey shall show the location and course of all visible and recorded easements and rights-of-way, access to public rights-of-way, the location of the building and improvements on the subject Property (including fences, if any) to be within the lot lines and not encroaching over any setback line or easement, and no encroachments of buildings or other improvements from adjoining properties. If said survey shows improper location of improvements or encroachments and Buyer is unable to obtain title insurance protection, against any loss resulting from such improper location or encroachment, Buyer may, at Buyer's option, declare this Agreement null and void.

Section 9. Inspection:

From the date of this Agreement and continuing for a period of sixty (60) days from receipt of the documents described below ("Inspection Period"), Buyer, its employees and agents, shall have the right to inspect:

(a) The Property, including the right to make such physical investigations and studies of the structural and mechanical aspects of the Property as well as any environmental impacts in any way associated with the Property, as Buyer shall deem necessary, provided that Buyer shall hold Seller harmless from any claims or liabilities based upon accidents, injuries or damages sustained by virtue of Buyer's inspection pursuant to this Paragraph.

(b) The leases relating to the Property.

(c) All contracts of the Property.

(d) All notices of changes in assessed valuation relating to the Property for the current or subsequent tax year, if any, in possession of the Seller, and the current real estate tax bill(s) covering the Property.

(e) All statements and invoices for the past year covering all utilities (electricity, gas and water) relating to the Property.

(f) All insurance policies insuring the Property and the improvements and personal property located thereon which may be assumed by Buyer.

Seller agrees to cooperate in all respects to facilitate Buyer's inspection and agrees to promptly make available all documents, books and records necessary to permit the inspections described herein and, to the extent such records are available. If Buyer shall advise Seller at any time prior to the expiration of the Inspection Period that Buyer, in its sole discretion, elects not to proceed with the transaction contemplated hereunder, this Agreement shall thereupon terminate and neither party hereto shall have any further rights against the other. In the absence of written notice from Buyer to Seller prior to expiration of the Inspection Period that Buyer has noted any concerns of conditions of the Property, which are unacceptable to Buyer, this contingency shall be deemed waived. Buyer shall not suffer or permit any mechanic's liens to attach to the Property, and Buyer shall hold Seller harmless from any and all claims and liabilities based upon accidents or injuries sustained by virtue of Buyer's possession or use of the Property pursuant to any and all inspections of the Property pursuant to this Agreement.

Section 10. Performance:

This is an enforceable Agreement placing specific obligations on the Buyer and Seller. Either party is entitled to all legal remedies available under law or equity, including suit for specific performance or damages.

Section 11. Environmental Matters:

Seller warrants that Seller has not used the Property nor any portion thereof for the production, release, or disposal of hazardous or toxic wastes or materials as defined by any federal, state, or local law, ordinance or regulation relating to environmental conditions, including, but not limited to, soil and groundwater conditions, and that Seller and any tenant on the Property has not generated, stored, handled or otherwise dealt with hazardous or toxic waste, substance or material and will not do so prior to closing. Buyer represents and warrants that it shall independently investigate and analyze to its satisfaction, and at its own expense, the environmental condition, value and the profitability of the Property. Buyer acknowledges and agrees that Buyer shall be purchasing the Property in an "AS IS" "WHERE IS" and "WITH ALL FAULTS" condition at the date of closing with respect to environmental matters.

Section 12. Prorations, Taxes and Assessments:

At closing, Buyer shall become responsible for the payment of taxes on the Property. Seller shall remain responsible and obligated for paying any and all real estate taxes, as well as any other special assessments, due prior to closing and as prorated and detailed herein. If not already paid by Seller, Buyer will receive a credit for the 2014 taxes (payable in 2015) prorated to the date of closing hereunder, based on the most recent tax bill and Seller's share thereof shall be deducted from the purchase price due from Buyer to Seller. Buyer shall thereafter pay the 2014 taxes (payable in 2015) and subsequent year's taxes, as applicable.

Section 13. Risk of Loss:

This Agreement is subject to the State of Illinois Uniform Vendor and Purchaser Risk Act (765 ILCS 65/1), which provides, in general, that the Seller shall bear the risk of loss until transfer of possession or receipt of deed, whichever occurs first.

Section 14. Seller's Representations, Warranties and Covenants:

Seller hereby represents, warrants and covenants to Buyer as to the following matters, each of which is warranted to be true and correct as of the date hereof, and also to be true and correct as of the date of closing.

(a) Seller is the sole owner of the Property and has full right and authority to transfer such title to Buyer.

(b) Seller has the power and authority to execute this Agreement and to perform the obligations imposed on Seller hereunder.

(c) There are no matters of litigation, administrative actions or arbitration pending or threatened against Seller with respect to the Property or against the Property, and Seller has no knowledge of any environmental defect or problem in or on the Property.

Section 15. Operations on the Property:

Seller agrees that, during the time between the execution of this Agreement and the date of closing, it shall not grant any leases, easements or licenses on the Property and shall not improve the Property or erect any structures or improvements thereon or in any manner change the Property without Buyer's prior written consent.

Section 16. Buyer's Representations and Warranties:

Buyer hereby represents and warrants to Seller as to the following matters, each of which is warranted to be true and correct as of the date hereof, and also to be true and correct as of the date of closing.

- (a) Buyer has the legal capacity to enter into this Agreement.
- (b) There are no matters of litigation, administrative actions or arbitration pending or threatened against Buyer with respect to the subject matter of this Agreement

Section 17. Brokers:

Seller represents and warrants to Buyer that it has not utilized the service of any real estate broker, salesperson or finder in connection with this Agreement or the transaction contemplated hereby.

Section 18. Default:

In the event that Buyer shall fail to perform any of the covenants on their part hereby made and entered into, Seller may pursue such remedies as are available either at law or in equity, including suit for specific performance or damages. In the event of default hereunder by Seller (other than failure to provide merchantable title or a title guaranty policy as aforesaid, in which event Buyer may either (a) take title subject to said defects or (b) have refunded all payments made by him hereunder, in which event neither party shall have any further right against the other), Buyer may pursue such remedies as are available at law or in equity, including suit for specific performance or damages.

Section 19. General Conditions and Stipulations:

(a) Buyer acknowledges and agrees that, other than a representation or warranty expressly set forth in this Agreement and expressly surviving the closing (subject to any limitations on survival provided herein), the Property is sold "AS IS" "WHERE IS" and "WITH ALL FAULTS" and neither Seller, nor any agent or representative of Seller, has made, nor is Seller liable for or bound in any manner by any express or implied warranties, guarantees, promises, statements, inducements, representations or information pertaining to the Property or any part thereof, the physical condition, environmental condition, income, expense or operations of the Property, the uses which can be made of the same or any other matter or thing with respect thereto. Without limiting the foregoing, Buyer acknowledges and agrees that, other than a representation or warranty expressly set forth in this Agreement and expressly surviving the closing (subject to any limitations on survival provided herein), Seller is not liable for or bound by (and Buyer has not relied upon) any oral or written statements, representations or financial statements pertaining to the Property furnished by Seller or any employee, agent, consultant or other person representing or purportedly representing Seller. Buyer further acknowledges, agrees and represents that, other than a representation or warranty expressly set forth in this Agreement and expressly surviving the closing (subject to any limitations on survival provided herein), Buyer shall be purchasing the Property in an "AS IS" "WHERE IS" and "WITH ALL FAULTS" condition at the date of closing with respect to the structural and mechanical elements of the

improvements, the physical and environmental condition of the Property, the fire-life safety systems and the furniture, fixtures and equipment located thereon or attached thereto, which are being conveyed pursuant to this Agreement, and Buyer, hereby releases Seller from any and all obligations, liabilities, claims, demand, suits, causes of action, damages, judgments, costs and expenses relating to any of the structural and mechanical elements of the improvements, the physical and environmental condition of the Property, the fire-life safety systems and the furniture, fixtures and equipment located thereon or attached thereto, which are being conveyed pursuant to this Agreement, subject to Buyer's rights provided herein for a breach of any representation or warranty expressly set forth in this Agreement and expressly surviving the closing (subject to any limitations on survival provided herein). Buyer also represents that, without limiting any of Buyer's rights contained herein or in a closing document or the representations, warranties and covenants set forth herein, as of the closing date, it shall have independently investigated, analyzed and appraised to its satisfaction the value and the profitability of the Property. Buyer acknowledges that, to the extent required to be operative, the disclaimers of warranties contained in this section are "conspicuous" disclaimers for purposes of any applicable law, rule, regulations or order. The provisions of this Section shall survive the closing.

(b) Time shall be considered to be of the essence of this Agreement. This Agreement shall extend to and be obligatory upon the heirs, successors and assigns of the parties hereto. If there be more than one Seller or Buyer, the word "Seller" or "Buyer" wherever used herein shall, respectively, be construed to mean Sellers or Buyers, and the necessary grammatical plural changes shall in all cases be assumed as though in each case fully expressed.

(c) All notices and demands herein required or given hereunder shall be in writing. The mailing of any such notice or demand to Seller or to Buyer at their respective addresses set forth herein shall be considered sufficient service thereof.

(d) This Agreement contains all the terms and conditions agreed upon by the parties, and supersedes all oral agreements, regarding the subject matter of this Agreement and may only be amended or altered in writing signed by all parties.

(d) This Agreement may be executed on one or more counterparts by any of the parties hereto which, taken collectively, shall bind the parties as if a single document has been executed by all of them.

(e) This Agreement shall be construed and interpreted in accordance with, and governed by, the laws of the State of Illinois.

IN WITNESS WHEREOF, Buyer and Seller have made and executed this Agreement this _____ day of _____, 2015.

BUYER:

CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

By: _____
Tari R. Renner, Mayor

Attest: _____
Renee Gooderham, Interim City Clerk

SELLER:

SUGAR CREEK PACKING CO.

By: _____

Attest: _____

EXHIBIT A

Tract No. 1:

Lot 2 and 7 feet off the entire South side of Lot 1, all in Block 2 in Flagg's First Addition to Bloomington, being a Subdivision of part of the Southeast 1/4 and part of the Southwest 1/4 of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian, according to the plat thereof recorded January 26, 1858 in Book 34 of Deeds, page 67 and re-recorded in Plat Book 3, page 122, in McLean County, Illinois.

Tract No. 2:

Lot 1 in Block 2 in Flagg's First Addition to the City of Bloomington (except 7 feet off the entire South side thereof), being a part of the Southeast 1/4 and part of the Southwest 1/4 of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian, according to the plat thereof recorded January 26, 1858 in Book 34 of Deeds, page 67 and re-recorded in Plat Book 3, page 122, in McLean County, Illinois.

Tract No. 3:

A tract of land described as follows: Commencing on the East side of Albert Street (now East Street) in the City of Bloomington, 543.50 feet South of Olive Street (formerly Charles Street); thence East 128 feet; thence South to the North line extended East of Lot 1 in Block 2 in Flagg's First Addition to the City of Bloomington; thence West to the East line of Albert Street (now East Street); thence North to the place of beginning, being part of Lot 29 in the Southeast 1/4 of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian, in McLean County, Illinois.