



CITY COUNCIL MEETING AGENDA

CITY COUNCIL CHAMBERS

109 E. OLIVE STREET, BLOOMINGTON, IL 61701

MONDAY, FEBRUARY 22, 2016 7:00 P.M.

- 1. Call to order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer**
- 4. Roll Call**
- 5. Public Comment**
- 6. Recognition/Appointments**
 - A. Appointment of Dustin Cawley to the Historic Preservation Commission.
 - B. Appointment of Lea Cline to the Historic Preservation Commission.
 - C. Presentation and Update of Green Top Grocery, Melanie Shellito (*5 minutes*)
- 7. “Consent Agenda”**

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

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

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

- A. Consideration of approving the Council Minutes of February 8, 2016 Regular City Council Meetings. *(Recommend that the reading of the minutes of the previous Council Proceedings of February 8, 2016 Regular City Council Meetings, be dispensed with and the minutes approved as printed.)*
- B. Consideration of approving Bills, Payroll and Electronic Transfers in the amount of \$5,142,719.26. *(Recommend that the bills, payroll and electronic transfers be allowed in the amount of \$5,142,719.26 and orders drawn on the Treasurer for the various amounts as funds are available.)*
- C. Consideration of approving Appointments to the Historic Preservation Commission. *(Recommend that Dustin Cawley and Lea Cline be appointed to the Historic Preservation Commission.)*
- D. Consideration of approval of the FY 2016 Sewer Rehabilitation Contract, City Bid No. 2016-32. *(Recommend that the unit prices from Hoerr Construction, Inc. for the Base Bid and Alternate Bid A1, be accepted, a contract awarded in the amount of \$750,000.00, and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- E. Consideration of approving a Professional Services Contract with Maurer-Stutz, Inc. for Professional Engineering Services for the Water Department, RFQ No. 2016-27. *(Recommend that the Professional Services Contract with Maurer-Stutz, Inc. for Professional Engineering Services for the Water Department, with a term of 12 months an option for the City to extend an additional 12 months, in the amount not-to-exceed \$280,129.92 for the initial 12 month term be approved, and authorize the City Manager and City Clerk to execute the necessary documents.)*
- F. Consideration of a Resolution Regarding Temporary Closing of State Right of Way for Annual Community Events. *(Recommend that the Resolution to Temporarily Close State Right of Ways for Annual Community Events be adopted, and authorize the Mayor and City Clerk to execute the necessary documents.)*
- G. Consideration of adopting a Resolution of Support for the Kalamaya Detention Basin Feasibility Study. *(Recommend that the Council approve the Resolution, and authorize the Mayor and City Clerk to execute the necessary documents.)*
- H. Consideration of adoption of an ordinance for Case SP-06-15 Petition requesting approval of a Special Use Permit for Mini-Warehouses in a B-1 District, Highway Business District for the property located at 1710 RT Dunn Drive. *(Recommend that an ordinance be adopted for Case SP-06-15 for the Special Use Permit for Mini-Warehouses in a B-1 District for the property located at 1710 RT Dunn Drive, and authorize the Mayor and City Clerk to execute the necessary documents.)*

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

- I. Consideration of adopting a resolution supporting the 2016 Illinois Municipal League's (IML) Legislative Agenda. *(Recommend that the resolution be adopted supporting the 2016 Illinois Municipal Agenda, and authorize the Mayor and City Clerk to execute the necessary document.)*

8. "Regular Agenda"

- A. Public Hearing for Approval and Authorization to submit the Community Development Block Grant (CDBG) Program Year 2016-17 Application and Action Plan.
 - (a) Public Hearing for Approval and Authorization to submit the CDBG Application Action Plan
 - (i) Staff Overview *(Presentation by Jennifer Toney, Grants Coordinator, 5 minutes)*
 - (ii) Open Public Hearing
 - (iii) Public Comment
 - (iv) Close Public Hearing
 - (b) *Recommend the Annual Action Plan for Program Year 42 be approved, the Resolution Authorizing the Filing of a Community Development Program Application for Program Year 42 be approved, and the Mayor and City Clerk authorized to execute the resolution.*
- B. Consideration of approving an Intergovernmental Revenue Sharing Agreement between the County of McLean, the City of Bloomington and the Town of Normal. *(Recommend that the Intergovernmental Revenue Sharing Agreement be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by David Hales, City Manager and Jeff Jurgens, Corporation Counsel 5 minutes, Council discussion 10 minutes)*
- C. Consideration of adopting three ordinances to establish the proposed Empire Street Corridor Redevelopment Project Area (TIF District).

Recommend that:

- (1) *That the ordinance approving the TIF Redevelopment Plan for the Empire Street Corridor Redevelopment Project Area be approved and authorize the Mayor and City Clerk to execute the necessary documents.*
- (2) *That the ordinance designating the proposed Empire Street Corridor Redevelopment Project Area, a Redevelopment Project Area pursuant to the Tax Increment Allocation*

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Redevelopment Act be approved and authorize the Mayor and City Clerk to execute the necessary documents.

- (3) *That the ordinance adopting Tax Increment Allocation Financing for the Empire Street Corridor Redevelopment Project Area be approved and authorize the Mayor and City Clerk to execute the necessary documents.*

(Presentation by David Hales, City Manager and Austin Grammer, Economic Development Coordinator 5 minutes, Council discussion 10 minutes.)

- D. Consideration of an Ordinance approving an Economic Incentive Agreement to support the retention and expansion of The Kroger Co. in the City of Bloomington. *(Recommend the Ordinance for the proposed Economic Incentive Agreement between the City of Bloomington and Kroger Limited Partnership I be approved, and authorize the Mayor and City Clerk to execute the necessary documents.). (Presentation by David Hales, City Manager and Austin Grammer, Economic Development Coordinator 5 minutes, Council discussion 10 minutes.)*
- E. Presentation of the City Manager's Proposed FY'17 Annual and Capital Operating Budget. *(Presentation by David Hales, City Manager and Patti-Lynn Sylva, Finance Director 20 minutes, Council discussion 20 minutes)*

- 9. City Manager's Discussion**
- 10. Mayor's Discussion**
- 11. City Aldermen's Discussion**
- 12. Executive Session – *Cite Section***
- 13. Adjournment**
- 14. Notes**

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6. Recognition/Appointments

- A. Appointment of Dustin Cawley to serve on the Historic Preservation Commission.
- B. Appointment of Lea Cline to the Historic Preservation Commission
- C. Presentation and Update of Green Top Grocery, Melanie Shellito (*5 minutes*)



CONSENT AGENDA ITEM: 7A

FOR COUNCIL: February 22, 2016

SUBJECT: Consideration of approving the February 8, 2016 Regular City Council Meeting Minutes.

RECOMMENDATION/MOTION: That the reading of the minutes of February 8, 2016 Regular City Council Meeting, be dispensed with and the minutes approved as printed.

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

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

BACKGROUND: The Council Regular City Council Meeting Minutes of February 8, 2016 have been reviewed and certified as correct and complete by the City Clerk.

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable

Respectfully submitted for Council consideration.

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

Recommended by:

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

David A. Hales, City Manager

Attachments:

- February 8, 2016 Regular City Council Meeting Minutes
-

Motion: That the reading of the minutes of February 8, 2016 Regular City Council Meeting, be dispensed with and the minutes approved as printed.

Motion: _____ Seconded by: _____

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

**SUMMARY MINUTES
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS
MONDAY, FEBRUARY 8, 2016; 7:00 P.M.**

1. Call to Order

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, February 8, 2016. The Meeting was called to order by Mayor Renner.

2. Pledge of Allegiance to the Flag

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

3. Remain Standing for a Moment of Silent Prayer

4. Roll Call

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

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

Staff Present: David Hales, City Manager, Steve Rasmussen, Assistant City Manager, Jeffery Jurgens, Corporation Counsel, Cherry L. Lawson, City Clerk and other City staff were also present.

5. Public Comment

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

Alton Franklin
Judy Stearns
Patricia Marton
Donna Boelen

6. Recognition / Appointments

The following was presented:

Item 6A. Letter of Commendation to Pamela Garrett.

The following was presented:

Item 6B. Appointment of Angelique Racki to serve on the Cultural District Commission.

The following was presented:

Item 6C. Appointment of Gaynett Hoskins to the Bloomington Housing Authority.

The following was presented:

7. Consent Agenda

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

Alderman Buragas requested Item No. 7F be pulled from the Consent Agenda.

Alderman Black and Lower requested Item No. 7K be pulled from the Consent Agenda.

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

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

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

Nays: None.

Motion carried.

The following was presented:

Item 7A: Consideration of approving the January 25, 2016 Regular City Council Meeting Minutes.

The following was presented:

Item 7B. Consideration of approving Bills, Payroll and Electronic Transfers in the amount of \$4,953,913.88.

The following was presented:

Item 7C. Consideration of approving an Appointment to the Cultural District Commission and an Appointment to the Bloomington Housing Authority.

The following was presented:

Item 7D. Consideration of approving a Renewal of the Lease Agreement between the City of Bloomington and the United States Postal Service for the Postal Substation located at 400 N. Center Street in the Market Street Parking Garage.

The following was presented:

Item 7E. Consideration of approving short-term farm leases for the 2016 crop season.

The following was presented:

Item 7F. Consideration of approving an Intergovernmental Agreement for Storm Water Education Program Services with the Town of Normal, McLean County, and the Bloomington-Normal Water Reclamation District for services to be provided by the Ecology Action Center. *Pulled from the Consent Agenda.*

The following was presented:

Item 7G. Consideration of adopting a Resolution approving the Executive Session Minutes of the City Council as provided on 2016 Schedule A, and approve confidentiality of minutes to be retained for an unspecified date.

**RESOLUTION NO. 2016-01
A RESOLUTION REPORTING THE RELEASE AND RETENTION
OF EXECUTIVE SESSION MINUTES**

The following was presented:

Item 7H. Consideration of an application from OSF St. Joseph Medical Center Foundation, located at 2200 E. Washington St., for a Limited Alcoholic Liquor License, Class LA, which would allow the selling and serving of all types of alcohol by the glass for consumption on the premises for a fundraiser to be held on February 26, 2016 from 6:00 p.m. to 8:30 p.m.

The following was presented:

Item 7I. Consideration of the application of Wallace LLC, d/b/a Satio, located at 306 N. Center St. Ste. 102, 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 of packaged alcohol for consumption off premise seven (7) days a week.

The following was presented:

Item 7J. Consideration of the application of B & M 16, Inc., d/b/a Cousin's Restaurant, located at 921 Maple Hill Rd., requesting an RAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week.

The following was presented:

Item 7K. Consideration of approving an Ordinance Amending Chapter 39 of the Bloomington City Code to specify the Electricity Accounts Exempt from Municipal Utility Tax. *Pulled from the Consent Agenda.*

The following was presented:

Item 7L. Consideration of approving a Lake Bloomington Lease Transfer Petition for Lot 7, Block 3 of Camp Iroquois, from Robert J. Hitchen declaration of trust dated October 1, 1997 to Treehouse LLC.

The following was presented:

Item 7F. Consideration of approving an Intergovernmental Agreement for Storm Water Education Program Services with the Town of Normal, McLean County, and the Bloomington-Normal Water Reclamation District for services to be provided by the Ecology Action Center.

Motion by Alderman Painter, seconded by Alderman Black, to approve the Intergovernmental Agreement for Storm Water Education Program Services with the Town of Normal, McLean County, and the Bloomington-Normal Water Reclamation District for services to be provided by the Ecology Action Center.

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

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

Nays: None.

Recused: Alderman Amelia Buragas

[7:30 PM Minutes:] Alderman Buragas left the dais.

[7:31 PM Minutes:] Alderman Buragas returned to the Meeting.

Motion carried.

The following was presented:

Item 7K. Consideration of approving an Ordinance Amending Chapter 39 of the Bloomington City Code to specify the Electricity Accounts Exempt from Municipal Utility Tax.

ORDINANCE 2016-06

**AN ORDINANCE AMENDING CHAPTER 39, ARTICLE X, SECTION 46
OF THE BLOOMINGTON CITY CODE TO SPECIFY EXEMPTIONS
TO THE CITY'S TAX ON THE USE OF ELECTRICITY**

Alderman Black questioned the State Farm tax exemption. David Hales, City Manager, stated that state statute specifically exempts insurance businesses. The State General Assembly provided this exemption.

Motion by Alderman Black, seconded by Alderman Schmidt, that the Amendments to Chapter 39 of the Bloomington City Code be approved.

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

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

Nays: None.

Motion carried.

The following was presented:

8. Regular Agenda:

Item 8A. Public hearing for the Empire Street Corridor Redevelopment Project Area.

Austin Grammar, Economic Development Coordinator, provided a brief overview. On August 24, 2015, Ordinance #2015-57, was adopted by the City Council directing Tax Increment Finance (TIF) consultant Peckham Guyton Albers & Viets (PGAV) to complete a Feasibility Study and Redevelopment Plan for the proposed Empire Street Corridor (ESC) TIF District. The plan was presented by Mike Weber, Director, PGAV, on December 14, 2015.

The TIF Act required the City to hold a public hearing to allow all interested persons or taxing districts the opportunity for verbal or written feedback stating support/objection with the proposal and adoption of the TIF. The TIF Act requires the public hearing to be scheduled at least 45 days after the adoption of an ordinance setting a date and time for the public hearing. At

the December 14, 2015 meeting, Council adopted Ordinance #2015-85 establishing that the required public hearing would be held February 8, 2016 at 7pm.

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

Barry Riley
Donna Bolen
Alton Franklin
Bruce Meeks

Mayor Renner noted that the downtown TIF was established in 1986 and retired in 2009. The Equalized Assessed Value (EAV) in 1986 was \$12,975,000. Twenty (20) years later same was \$30,151,000. He questioned EAV without TIF. The ESC TIF was due to an abandoned strip mall. He believed abandoned strip malls were a source of unemployment, lost sales tax revenue and increase in gang activity.

The following was presented:

Item 8B. Presentation on Bloomington Police Department (BPD) 2015 Annual Report.

Chief Heffner, Chief of Police, provided a brief overview of the 2015 BPD Annual Report. This was an overview of the Uniform Crime Report (UCR) and crime occurrences during calendar year. The Department goals and priorities for 2016 would be outlined.

He referred to Part 1 of the UCR statistics for 2015 was 11.6% lower than 2014 representing 232 fewer reported incidents. Over a two (2) year period this was a drop of 24.9%. Same included serious crimes.

In comparison to other Central Illinois cities, the City remained lower in many of the major Part 1 UCR offenses. There were no reported homicides in 2015. Robberies increased forty percent (40%) from the prior year, but were under the five (5) year average. Motor vehicle thefts were increasing. He believed with public awareness to lock vehicles and take out the keys, this would reduce future incidents. Driving Under the Influence (DUI) arrests remained considerable.

BPD priorities for 2016 include Vehicle Burglaries, Street level violent crimes, Illegal gun possession, Gang crimes, Robbery, Narcotics, Juvenile crime and Residential Burglary.

Goals for 2016 include: Increase number of minority applicants, focus on DUI suppression, reduce juvenile crime, begin body camera trial project, and expand crime fighting technologies to include portable wireless cameras. He noted that the Street Crimes Unit and BPD Social Media had been effective in solving crimes.

Aldermen Black, Fruin, Lower and Sage gave commendations to the Police force.

Chief Heffner stated that an Educational Summit would be held in April 2016 and invited the community to join.

The following was presented:

Item 8C. Consideration of approving the purchase of one E-One 1500gpm Rescue Pumper in the amount of \$683,800 for the Bloomington Fire Department.

Eric Vaughn, Deputy Fire Chief, stated that the new apparatus would be located at Fire Headquarters, 310 N. Lee St. Same was designed to carry additional Emergency Medical Service (EMS) equipment. The goal would be to upgrade to an Advanced Life Support Engine. The addition would improve current deployment response times in the area. Same had the highest call volume. Engines were moved to different stations to extend expected years of service. The addition would place Engine 2 to reserve status. Same had been activated with Engine 4's service removed. The apparatus was anticipated to arrive 270 days after purchase.

A committee consisting of fire department members developed replacement fire engine specifications and provided same to the manufacturers. He noted the specification was developed from a current engine and suggestions from Public Works Fleet Section. Each manufacturer provided specifications meeting the requirements. He explained the Committee review process. The Committee recommended the E-One Vehicle. E-One vehicle's quote was \$700,000, and provided a pre-payment discount of \$16,200.

The apparatus being replaced was a 1995 Pierce Saber 1500gpm pumper (Engine 4). This apparatus was unsafe to operate on the roadway and had extensive rust/corrosion on the frame. Global Emergency Products, Washington, IL (regional Pierce service center) provided a cost estimate to replace the frame rails and cross member for \$90,474.00. This was cost prohibitive. The Department had established a best practice for fire apparatus replacement. Use patterns, miles driven and hours operated were reviewed. It was determined that an apparatus should be replaced every fifteen (15) years. Operating costs begin to outweigh the value of the vehicle after fifteen years.

The HGAC (Houston Galveston Area Council) was a nationally recognized joint purchasing cooperative. The City was a member and had made past purchases. The HGAC utilized a nation-wide bid process for select goods and services.

Engine 4 was declared surplus, disposal would be in compliance with City Code. Staff recommends that the apparatus be listed on PublicSurplus.com and offered/sold on public auction, as is.

Capital leases were short term debt instruments used to purchase equipment, rolling stock needs and limited capital projects. A capital lease was a "full payment lease" because the

payments pay back (amortize) the full cost (including finance costs, overhead and profit margin) of the leased asset to the lessor with little or no dependence on the residual (or salvage) asset value. Leases were intended to be used over one (1) fiscal year. Finance indicated surplus funds from FY14 Capital Lease and FY15 Capital Lease accounts would be used to pay for the Rescue Pumper unit with the balance paid by Fire.

Alderman Hauman questioned the delivery timeline and safety. Mr. Vaughn responded that the squad truck would be utilized until the new equipment arrived. Alderman Hauman questioned the vehicle lifespan. Mr. Vaughn stated twenty (20) years; fifteen (15) years on the front line and five (5) years as backup. This was the national standard.

Alderman Schmidt questioned backup arrangements with the Town of Normal. Mr. Vaughn responded that there was backup arrangement with the Town.

Alderman Sage questioned preventative maintenance procedures. Mr. Vaughn stated training was required to identify maintenance needs. Staff was looking into an undercarriage washer to remove wintertime salt.

Alderman Lower requested purchasing information. Mr. Vaughn stated the vehicle would be purchased through HGAC.

Motion by Alderman Black, seconded by Alderman Lower, that the purchase of one (1) - 2016 E-ONE All Aluminum 1500gpm Rescue Pumper unit mounted on an E-One Quest custom chassis with Cummins ISL 450hp engine, 700 gallon tank, 1500gpm e-Max pump, low hose bed body and loose equipment for the cost of \$683,800, from Banner Fire Equipment, through the Houston-Galveston Area Council (H-GAC) joint purchasing group and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 8D. Consideration of approving a Resolution waving the formal bid process and entering into a contract with Farnsworth Group for the Lake Bloomington Wastewater Facility Plan Update.

**RESOLUTION NO. 2016-02
A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND**

**AUTHORIZING A CONTRACT WITH FARNSWORTH GROUP FOR THE LAKE
BLOOMINGTON WASTEWATER FACILITY PLAN UPDATE AT A COST NOT TO
EXCEED \$49,686.96**

Bob Yehl, Water Director, noted that at the December 21, 2015 City Council Work Session, Lake Bloomington issues were presented and discussed. One of the items presented was related to wastewater (septic/sewer) and a wastewater study.

Farnsworth Group prepared a Facility Plan for evaluation of Wastewater Collection and Treatment Systems at Lake Bloomington in December 2003. The study evaluated various options for a wastewater collection, a treatment/transfer system and suitable life cycle cost analysis options. The 2003 were not undertaken.

All developed leased lots function on septic systems. Industry standards indicate that the average life expectancy of a septic system was between twenty (20) and twenty-five (25) years. The majority of the existing septic systems exceed the life expectancy. Information from the McLean County Health Department indicated that there were approximately 250 septic systems. Approximately 140 were surface discharging septic systems. Wastewater was treated in a surface discharging systems, prior to the discharge and eventually flows into the Lake. Failure of these systems may create additional treatment requirement needs and widespread failure may cause reservoir contamination.

The Farnsworth Group provided an update to the December 2003 study. The study would be utilized to determine next steps, funding identification, system design, and wastewater system. A wastewater system would ensure livability at the lake, as well as remove septic systems reliability that could lead to water source contamination.

Alderman Lower questioned waiving the bid process. Mr. Yehl cited the Farnsworth Group study involvement in 2003, 2008 and 2012. Staff believed remaining with same would be cost effective.

Motion by Alderman Hauman, seconded by Alderman Painter, that the Resolution be approved waiving the formal bid process with Farnsworth Group; that the Water Department's Lake Bloomington Wastewater Facility Plan Update be adopted authorizing the Mayor and City Clerk to sign the Resolution; that the contract with Farnsworth Group be approved up to a maximum amount of \$49,686.96 and authorize the City Manager and City Clerk to execute the agreement, and that the Procurement Manager be authorized to issue a Purchase Order.

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

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

Nays: None.

Recused: Alderman Amelia Buragas

[8:21 PM Minutes:] Alderman Buragas left the dais.

[8:28 PM Minutes:] Alderman Buragas returned to the Meeting.

Motion carried.

The following was presented:

Item 8E. Consideration of approving an Ordinance adopting Text Amendment, Chapter 21, Section 300.7, Refuse Code, regarding free drop-off of bulky waste at the Public Works facility and a fee for all curbside bulk collection.

ORDINANCE 2016-
AN ORDINANCE AMENDING THE CITY CODE PROVISIONS
ON BULK WASTE & BRUSH COLLECTION

Steve Rasmussen, Assistant City Manager, noted that curbside bulky waste collection was among the topics addressed by the Budget Task Force (BTF) in 2015. The BTF proposed that, where feasible, fees, rather than taxes, be used to pay for City services.

The BTF recommended:

- An unspecified amount be charged for the first (1st) end loader bucket of bulky waste collected at the curb. Currently, there was no fee.
- A higher fee be assessed for additional buckets at the same address.
- Free bulky waste drop off at the City facility, 402 S. East St. Currently, the charges were the same for drop-off as for curbside collection.

The belief was that the changes would increase efficiency of Solid Waste services citywide.

The proposed amendment to Chapter 21, Section 300.7, Bulk Waste Collection, would allow two (2) free bucket pick-ups of bulky waste per calendar year. After a customer receives his or her two (2) free buckets, the customer would be charged as follows: 1.) \$20 for the first (1st) end-loader bucket and 2.) \$40 for each additional end-loader bucket. There would be no charge for customers to drop bulky waste off at the City's facility at 402 S. East St.

Key points:

- “Bulky waste” referred to items such as furniture that do not fit in the trash carts. Customers tend to place items on the curb that actually should be placed in trash carts. This increases the amount of refuse left on the curb. The abundance of “bulk” items throughout town was considered unsightly. The first (1st) bucket fee would encourage residents to break down their items when possible and place them in trash carts or recycling carts.

- Bulk and brush curbside services were expensive. At minimum, two (2) crews with twelve (12) total employees collect bulk and brush daily. The cost for the third (3rd) and additional buckets assigns cost to this additional service.
- It was considerably less expensive for residents to use the self-service feature at the drop-off facility. Free drop-off service provides a bulk option for people who were struggling financially.

Administrative aspect:

- The cost of administering the program would rise. Employees document bulk piles when they exceed one (1) end loader bucket. Same would increase as all bulk stops would have to be manually documented then documented again in office. Information would be forwarded to the Water Department for billing. Staffing at the drop off facility would increase to accommodate increased demand.

Mayor Renner questioned possible staff reductions. Mr. Rasmussen responded negatively. Workload would be reassessed.

Alderman Black questioned the communication to residents. Mr. Rasmussen stated the requested effective date of this proposal was May 1, 2016. Staff would work on billing. Communication would be from mass mailings, media and attending neighborhood meetings.

Alderman Buragas questioned less than a full bucket load. Mr. Rasmussen stated same would count as one (1) bucket. Alderman Buragas questioned when the customer moved. Mr. Rasmussen stated that documentation would be per billing address. Alderman Buragas questioned waivers or reduced billing to low income residents. Mr. Rasmussen responded negatively. He noted the reduced fee for carts after application. Alderman Buragas questioned leaves and brush. Mr. Rasmussen stated proposal does not include same.

Alderman Sage questioned the ability to track pickups. Mr. Rasmussen stated pictures would be taken. Jim Karch, Public Services Director, stated the end loader drivers would have a telephone application which would track each pickup location. They were working with Information Services to develop this automation.

Alderman Painter questioned the Ordinance. She stated same would not close budget gaps. She expressed concern. She believed the two (2) free buckets would be difficult to track. She does not support this.

Alderman Lower stated he was not in support of the proposal. He expressed concern with the ability to continue waste pickup; with property values, the ability to sell homes, and the continuation to beautify the City. Alderman Lower questioned if payment for this service was

built into property taxes. He expressed concern for customers who own more than one residence having to pay for each residence. He questioned the use of Smart Phones.

Alderman Fruin questioned whether this can be easy to understand, easy to administer, establishing a consistent fee structure. He believed tracking should be minimal. Alderman Fruin questioned administrative costs due to dual documentation. He believed the Water department would spend more time on billing. He questioned other community's bulk waste tracking and documentation. He favored first (1st) bucket free and \$50 for subsequent buckets with a flat cart fee.

Alderman Mwilambwe expressed concern for the administrative burden. He believed the process should be creditable, cost conscious, with a focus on a clean and efficient service for the community.

Alderman Schmidt had heard residents say they do not use the service often, but they were grateful when needed. Residents had voiced concern about possible abuse. Residents believed the service should be "pay as you go". Alderman Schmidt supported two (2) free pickups at set dates versus anytime throughout the year. She supported neighborhood cleanups similar to those held in the past. Alderman Schmidt questioned drop off site changes. Mr. Rasmussen responded negatively.

Mayor Renner questioned the two (2) free pickups with set dates. He believed some would cause issues as there was no way to predict how long same would last or how much waste would be received.

Alderman Hauman favored providing staff time to develop the process. She would support the Ordinance.

Alderman Sage recommended an Alderman Committee consisting of himself, Aldermen Black and Painter to assist staff with developing options for administrative procedures.

David Hales, City Manager, noted that the process was already in place to begin charging for the second (2nd) bucket. He stated that staff would develop options towards an efficient process using technologies and suggestions provided.

Motion by Alderman Black, seconded by Alderman Schmidt, that this item be tabled to an undetermined date to give City staff time to clarify the administrative procedures of implementing Bulk Waste and Brush Collection.

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

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

Nays: Aldermen Hauman and Lower.

Motion carried.

City Manager's Discussion

David Hales, City Manager, reminded those present, Committee of the Whole would be next Tuesday, February 16, 2016, at 5:30 p.m. The Downtown Redevelopment project would be discussed. Jeff Giebelhausen, President, Strategic Networks, SB Friedman Development Advisors, Ranadip Bose, AICP, Senior Project Manager, and Kathy Field Orr, Management Partner, Kathy Field Orr & Associates would provide a presentation. He requested questions from Council by Friday, February 12, 2016.

Mayor Discussion

Mayor Renner thanked Aldermen Hauman and Fruin for attending Champaign's Downtown Revitalization process discussions.

City Alderman's Discussion

Alderman Fruin noted his appointment to the Cultural District Committee. He questioned two (2) wards representing half of the Cultural District and why the need for same.

Alderman Hauman stated she had asked for that information to be added in case someone was not familiar with an address.

Alderman Fruin requested recusal consistency.

Alderman Schmidt questioned opportunities for TIF questions, at the February 22, 2016 Public Hearing, for Kathy Orr. She requested Ms. Orr's address, the TIF length and effect on District 87.

David Hales, City Manager, stated that at the February 22, 2016 Council meeting three TIF ordinances would be on the agenda. If approved same would activate the TIF. He noted that meetings with Unit 5 and District 87 Superintendents were ongoing. Bloomington High School and Junior High were included in the TIF boundaries. The belief was surplus available would be given to the schools for building improvements. Colonial Plaza would be given a cap of how much TIF increments would be available. Should another development not be ongoing Council had the option to distribute the surplus to the taxing entities.

Alderman Schmidt thanked Steve Rasmussen, Assistant City Manager, for work completed on the Bulk Waste project. She provided a draft Agenda Item Request Form. She requested feedback be given to Aldermen Schmidt, Black and Mwilambwe.

Alderman Lower noted that National Boy Scout's day was February 8, 2016.

Adjournment

Motion made by Alderman Schmidt, seconded by Alderman Hauman, to adjourn the meeting at 9:32 p.m.

Motion carried (viva voce).

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

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

FOR COUNCIL: February 22, 2016

SUBJECT: Consideration of approving Bills, Payroll and Electronic Transfers in the amount of \$5,142,719.26.

RECOMMENDATION/MOTION: That the bills, payroll and electronic transfers be allowed in the amount of \$5,142,719.26, and orders drawn on the Treasurer for the various amounts as funds are available.

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

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

FINANCIAL IMPACT: Total disbursements to be approved \$5,142,719.26 (Payroll total \$2,174,077.60, Electronic Transfers total \$857,879.02, Accounts Payable total \$1,975,769.20, Procurement Cards total \$134,993.44).

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Accounts Payable

Reviewed by: Jon C. Johnson, Procurement Manager

Recommended by:



David A. Hales
City Manager

Attachment:

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

Motion: That the bills, payroll and electronic transfers be allowed in the amount of \$5,142,719.26, and orders drawn on the Treasurer for the various amounts as funds are available.

Seconded by: _____

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

CITY OF BLOOMINGTON FINANCE REPORT					
Council of February 22, 2016					
<u>PAYROLL</u>					
Date	Gross Pay	Employer Contribution	Totals		
2/4/2016	\$ 1,285,497.47	\$ 349,491.57	\$ 1,634,989.04		
2/5/2016	\$ 196,136.56	\$ 72,843.30	\$ 268,979.86		
2/12/2016	\$ 197,537.17	\$ 72,980.60	\$ 270,517.77		
1/29/2016	\$ (380.00)	\$ (29.07)	\$ (409.07)		
Off Cycle Adjustments			\$ -		
		PAYROLL GRAND TOTAL	\$ 2,174,077.60		
<u>ACCOUNTS PAYABLE</u>					
Date	Bank	Total		<u>PCARD</u>	
2/22/2016	AP General	\$ 1,896,452.74		1/5/2016-2/1/2016	\$ 134,993.44
	AP BCPA	\$ -		PCARD GRAND TOTAL	\$ 134,993.44
2/22/2016	AP Comm Devel	\$ 36,795.56			
2/22/2016	AP IHDA	\$ 3,489.26			
2/22/2016	AP Library	\$ 39,031.64		<u>WIRES</u>	
	AP MFT			Date	Total
	Off Cycle Check Runs			12/1/2015-1/31/2016	\$ 857,879.02
	AP GRAND TOTAL	\$ 1,975,769.20		WIRE GRAND TOTAL	\$ 857,879.02
		TOTAL			\$ 5,142,719.26
			Respectfully,		
				Patti-Lynn Silva	
				Director of Finance	

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

FOR COUNCIL: February 22, 2016

SUBJECT: Consideration of approving Appointments to the Historic Preservation Commission

RECOMMENDATION/MOTION: That Dustin Cawley and Lea Cline be appointed to the Historic Preservation Commission

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 appointments of:

Dustin Cawley of 1411 N Clinton Boulevard, Bloomington, IL 61701, to the Historic Preservation Commission. Mr. Cawley will be fulfilling the unexpired term previously held by Julian Westerhout. Dustin will begin his term upon appointment and will serve until 4/30/17. Application is on file in the Administration Office.

Lea Cline of 931 W MacArthur, Bloomington, IL 61701, to the Historic Preservation Commission. Ms. Cline will be fulfilling the unexpired term previously held by Jeffrey Kennedy. She will begin her term upon appointment and will serve until 4/30/17. Application is on file in the Administration Office.

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

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration for approval.

Prepared by:

M. Beth Oakley, Executive Assistant

Recommended by:



Tari Renner
Mayor

Attachments:

- Board Roster

Motion: That Dustin Cawley and Lea Cline be appointed to the Historic Preservation Commission.

Motion: _____ Seconded by: _____

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

CITY OF
Bloomington ILLINOIS
CONSENT AGENDA ITEM NO. 7D

FOR COUNCIL: February 22, 2016

SUBJECT: Consideration of approval of the FY 2016 Sewer Rehabilitation Contract, City Bid No. 2016-32.

RECOMMENDATION/MOTION: That the unit prices from Hoerr Construction, Inc. for the Base Bid and Alternate Bid A1, be accepted, a contract awarded in the amount of \$750,000.00, 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 and sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objectives 2c. Functional, well maintained sewer collection system; 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: Work proposed within this contract includes sanitary sewer cured-in-place pipe lining (CIPP); manhole rehabilitation and lining; and sewer point repairs in various locations throughout the City. The CIPP sewer lining process involves inverting or pulling a resin saturated tube made of polyester, fiberglass cloth or other materials into an existing pipe and curing the resin with hot water to form a tight-fitting and corrosion-resistant pipe. The sewers planned for lining range in diameter from 8” to 24”.

Sewers were selected for rehabilitation based on information obtained from sewer televising, work orders or emergency repairs, and the Sewer Master Plan. The bid package included a base bid for sewer lining and miscellaneous pay items and two alternate bids (A1 & A2) for manhole lining and an alternate bid (B) for main/lateral connection lining. Alternate Bid A1 specified a polymer manhole lining system and Alternate Bid A2 specified the use of a polyurea manhole lining system; contractors could bid one or both of the alternates. All contractors elected to bid on the Alternate A1, polymer lining system, and not Alternate A2. All contractors submitted bids on Alternate B.

The contract allows 150 calendar days for the work to be completed from the issuance of the Notice to Proceed. The selected contractor will be required to provide a Performance Bond and Certificates of Insurance within ten (10) days after receipt of the Notice of Award.

The Public Works Department’s Engineering Division prepared plans and specifications for the FY 2016 Sewer Rehabilitation and the project was advertised for bids beginning on January 21, 2016. Bids were received until 11:00 AM Thursday, February 4, 2016, in the office of the City Clerk. Five bids were received and opened in the City Hall Conference Room. The bid tabulation is attached.

	<u>(Base Bid + Alt. Bid A1)</u>
Hoerr Construction, Inc. (Low Bid)	\$ 672,171.00

Insituform Technologies USA, LLC	\$ 733,587.90
Michels Pipe Services	\$ 682,486.50
SAK Construction, LLC	\$ 767,484.75
Visu-Sewer of Illinois, LLC	\$ 847,683.50

Engineer's Estimate	\$ 711,744.00
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Budget

Sanitary Sewer	Sewer & Manhole Lining Program	\$ 750,000
Total Budget		\$ 750,000

Total Contract Award	\$ 750,000
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Because the project involves lining of sewers at various places in Bloomington, along with an unknown number of point repairs which require excavation, staff recommends awarding a contract for \$750,000. This will allow the City to take advantage of the excellent contract unit prices to add additional CIPP quantities if advantageous and make needed sewer point repairs as they are discovered. The number of point repairs is unknown at this time. A few potential locations have been observed from the available CCTV video. These locations as well as others identified by the pre-installation CCTV will be reviewed and discussed with the selected Contractor to determine if a sewer point repair is needed.

Contingency plan for potential streets initiative

If the City Council decides to initiate a major street resurfacing program similar to the 2014 program, additional funding will be needed for sewer repair and lining. Sewers will be evaluated underneath the streets likely to be resurfaced. This will ensure that newly resurfaced streets are not dug up in the near future for sewer repairs. Public Works will conduct CCTV evaluations followed by repairs and lining as needed.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on January 21, and January 28, 2016, and a pre-bid meeting was held at 11:00 AM on January 28, 2016, in the Public Works Department Conference Room.

FINANCIAL IMPACT: The Sewer Rehabilitation projects are included in the FY 2016 Budget in the Sanitary Sewer-Sewer Construction & Improvements account (51101100-72550). Stakeholders can locate this in the FY 2016 Proposed Budget Book titled "Other Funds & Capital Improvement Program" on pages 140, 252, 336 and 340.

Respectfully submitted for Council consideration.

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

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

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Bid Tabulation
- Contract
- Overall Plan

Motion: That the Council approve Text Amendment to Chapter 37 adjusting the Storm Water Utility fee and that the Council also approve Text Amendments to Chapter 37 adjusting the Sanitary Sewer Fee, the ordinances be passed and that the Mayor and City Clerk execute the necessary documents.

Motion: _____ Seconded by: _____

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

Bid Opening Date: 02/04/2016
 Bid Opening Time: 11:00 AM
 Prepared By: WFS 02/05/2016

LOW BID

ALTERNATE BID A1 - MANHOLE LINER POLYMER LINING SYSTEM

ALTERNATE BID A2 - MANHOLE FIFER POLYURETHANE LINING SYSTEM

ALTERNATE BID B - MAIN/LATERAL CONNECTION CIPP LINING

TOTAL BASE BID + ALT. A1	\$711,744.00	\$672,171.00	\$733,587.00	\$682,486.50	\$767,484.75	\$847,683.30
TOTAL BASE BID + ALT. A2	\$727,644.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL BASE BID + ALT. A1 + ALT. B	\$823,044.00	\$776,571.00	\$865,325.10	\$818,386.50	\$930,294.75	\$958,683.50
TOTAL BASE BID + ALT. A2 + ALT. B	\$838,944.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

AGREEMENT (To Be Completed after Award of Contract)

THIS AGREEMENT, Made and entered into this _____, by and between, _____, first party, also hereinafter referred to as "Contractor", and the City of Bloomington, a municipal corporation, second party.

WITNESSETH:

THAT WHEREAS, the City of Bloomington, did on **January 21, 2016**, by advertisement, call for bids for furnishing all labor and material for the construction of **FY 2016 SEWER REHABILITATION** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **February 4, 2016**, submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **FY 2016 SEWER REHABILITATION** on file in the office of the City Engineer of said City. A copy of which specifications, plans and profiles of said improvement on file in the City Engineer's Office are hereby referred to and made a part hereof by reference, and said first party being the lowest responsible bidder was awarded the contract for the construction of the said improvement, which bid of said Contractor is hereto attached and made a part hereof.

THEREFORE, it is covenanted and agreed upon the part of said first party that in consideration of the amounts to be paid by said City, he will furnish all labor, tools, machinery and materials for the construction of said improvement complete, in accordance with the said plans, profiles and specifications, call for bids, and said contractor's bid, each herein set out and made a part hereof.

And it is also understood and agreed that the Proposal Package, Specifications, Special Provisions, Contractor's Proposal, Contract Bond and Project Addenda hereto attached, and the Plans for **FY 2016 SEWER REHABILITATION** are all essential documents of this contract and are a part hereof.

IT IS FURTHER AGREED that said Contractor will furnish a bond to the City of Bloomington in the penal sum of _____ executed by said contractor and at least two responsible persons as sureties or by some surety company satisfactory to the said City of Bloomington and the City Council, as a guarantee that said Contractor faithfully will perform the work in accordance with this agreement.

Said bond shall be conditioned to save and keep harmless said City from any and all claims, demands, loss, suits, costs, expenses and damages which may be brought, sustained or recovered against said City by reason of any negligence, default or failure of the said contractor in building, constructing or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the City of Bloomington, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

IT IS FURTHER AGREED that said Contractor shall complete all work within 120 calendar days of issuance of the written CONTINGENT NOTICE TO PROCEED.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that whenever the said City may deem necessary, additional or new bond shall be furnished by said Contractor with such sureties as will be satisfactory to the said City Council, as a guarantee that said Contractor will faithfully perform the work in accordance with the terms of this agreement.

IT IS FURTHER AGREED that should said Contractor fail to complete the work within the time herein specified for doing the same, then he shall pay the expense of the City Inspector or Inspectors from the date specified for completion until said work is completed and shall pay to the City all other expenses created by reason of such failure to complete said work in the specified time or by reason of such time being extended.

This agreement shall not be assigned, nor any part of the work subcontracted without the written consent of the City of Bloomington endorsed hereon, and in no case shall such consent relieve the party of the first part from the obligations herein entered into by said party, or change the terms of this agreement.

IT IS FURTHER STIPULATED AND AGREED by and between the parties hereto that all ordinances now in force in the City of Bloomington respecting and regulating public improvement, not in conflict with the terms of this contract, shall be a part and parcel of this contract.

The number of inspectors to be placed on said work shall be determined by the City of Bloomington, but if at any time on account of a disregard of any of the provisions of this contract by the said first party, or on account of the failure

of said first party to faithfully perform the work in accordance with this contract, additional inspectors shall be deemed necessary by said City, the pay of such additional inspectors shall be charged to said Contractor and be deducted from the amount due said Contractor on final settlement under this contract.

The Contractor and all persons employed on the work shall obey the instruction of the City Engineer or the inspector on said work. Any person who shall refuse or neglect to so obey, or who shall be deemed incompetent by said City Engineer or said Inspector shall at once be removed from the work by the Contractor when so required by said Engineer or Inspector.

The City of Bloomington hereby covenants and agrees, in consideration of the faithful performance of the covenants and agreements in this contract specified to be kept and performed by first party, to pay party of the first part, when this contract shall be wholly carried out and completed upon the part of the said Contractor, and when said work shall have been finally accepted by said City of Bloomington, the amounts set forth in first party's bid in manner as herein and in said call for bids provided.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that Contractor is required to comply with all applicable State and Federal laws and regulations, including specifically the Davis Bacon, Copeland Anti-Kickback, Contract Work Hours and Safety Standards Act, Clean Air Act, Debarment and Suspension, Byrd Anti-Lobbying Amendment and Equal Employment Opportunity provisions set forth in the attached Exhibit A.

IT IS FURTHER AGREED AND UNDERSTOOD that the work to be done pursuant to this contract shall be done under the direction and to the satisfaction of the City of Bloomington, and that, except as otherwise provided in the said ordinance or the judgment of the court, said City, except as by law provided, or any officer thereof, shall not be liable for any portion of the expense of said work, nor for any delinquency or persons or property assessed.

This contract and the bond herein provided, shall be signed in triplicate and be subject to the approval of the City of Bloomington.

IN TESTIMONY WHEREOF the said first party has hereunto set his hand and seal, and the City of Bloomington has caused this agreement to be signed by its Mayor, its corporate seal to be attached, and said signing and sealing to be attested by its City Clerk on the day and year first above written.

(Seal)

ATTEST:

Cherry L. Lawson, City Clerk

CITY OF BLOOMINGTON

By: _____
David A. Hales, City Manager

WITNESS:

CONTRACTOR (Seal)

By: _____

EXHIBIT A

DAVIS BACON & COPELAND KICKBACK ACT REQUIREMENTS

(1) Minimum wages:

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
1. Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
 2. The classification is utilized in the area by the construction industry; and
 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 4. With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding: Contractor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the [insert name of grantee] may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records:

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City for transmission to the appropriate agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
1. That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
 2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the City or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees:

(i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to

journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements: The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as may be appropriate or required, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment: A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements: All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards: Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility:

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

CONTRACT WORK HOURS & SAFETY STANDARDS ACT

(1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages: Contractor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

DEBARMENT AND SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

CLEAN AIR ACT

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements, as required by law, in each subcontract exceeding financed in whole or in part with Federal assistance.

EQUAL EMPLOYMENT OPPORTUNITY

(1) *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability.

(2) *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the underlying contract:

(a) *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include,

but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- (b) *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.
 - (c) *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.
- (3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance, modified only if necessary to identify the affected parties.



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

FOR COUNCIL: February 22, 2016

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

RECOMMENDATION/MOTION: That the Professional Services Contract with Maurer-Stutz, Inc. for Professional Engineering Services for the Water Department, with a term of 12 months an option for the City to extend an additional 12 months, in the amount not-to-exceed \$280,129.92 for the initial 12 month term be approved, and authorize the City Manager and City Clerk to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 2b “Quality water for the long term”

BACKGROUND: The Water Department has been operating for a number of years without a in Department Staff Engineer. Though the position has been budgeted in recent fiscal years, the Staff Engineer position has not been filled since late 2009. This staffing shortage contributes to the Department’s backlog of capital improvement projects, as well as planning for future projects and advancements. In addition, the absence of this position hinders the Department to adequately plan and execute these needs while performing the necessary operations and maintenance tasks required to provide safe, plentiful and affordable drinking water to the residents and businesses of the City of Bloomington and surrounding areas.

During coordination efforts related to this position, the Water Department and Administration discussed measures that will move the Department forward while implementing a pilot project designed to incorporate an outside consultant within the Water Department. The Water Department Staff Engineer is scheduled to be filled in the coming months. The outside consultant will work with the in-house engineer, position to be filled, to assist the backlog of operation and maintenance projects, as well as capital project development and implementation.

The professional services provided by Maurer-Stutz, Inc. have been crafted so that the individual assigned to the Department performs the same functions as a full-time Water Department Staff Engineer. Examples of Professional Services to be provided by the Maurer-Stutz, Inc. day-to-day staff member include, but are not limited to:

1. Manage all facets of City-led Phase I and II engineering projects as assigned, including but not limited to:
 - a. Review deliverables for compliance with departmental policies
 - b. Monitoring the project scope, schedule, and budget
2. Identify and implement all necessary (project related) coordination and communication within and outside the Water Department;
3. Organize regular progress meetings and briefings for City Department(s) where details of project and progress are presented;

4. Facilitate and expedite the resolution of technical issues, drawing upon necessary resources and experts in applicable disciplines;
5. Facilitate the resolution of contractual issues, drawing upon necessary resources within the City;
6. All other work as required to manage, assist and otherwise execute Department-led initiatives and projects, both internal and external.

Initial projects to be assigned may include:

- creating a GIS model of the water system;
- preparing a hydraulic model that will enable intelligent system reliability planning, optimized system operations, and reliable asset analysis and improvement;
- field inspection of water main construction projects, development and management of a ground water source(s);
- development of a water loss audit program;
- review of developer lead projects;
- grant opportunity development and submission;
- and management of FY 2017 Capital projects.

In addition, this pilot project will allow the City to determine the viability of utilizing outside resources to staff Departments when project demands exceed City staff capabilities. The Water Department will monitor progress and success of the project, and provide insights to Administration and other Departments.

Maurer-Stutz, Inc. was selected using the Professional Services Qualifications Based Selection Process. This process involved:

- (1) Distributed Request for Qualifications (RFQ) specific to the project,
- (2) Reviewing the submitted Statement of Qualifications based on the criteria outlined in the RFQ and narrowing the thirteen (13) submittals down to the top three consultants,
- (3) Interviewing these three consultants, and
- (4) Selecting a top consultant and negotiating a fee with them.

These four tasks are often referred to as a two-step professional services selection process. The City's procurement agent reviewed this process and confirmed that the procedure was performed in accordance with applicable standards.

A list of the engineering firms that submitted Statements of Qualifications and the two engineering firms that were selected for interviews are attached. Maurer-Stutz, Inc. was selected as the best firm to perform Professional Engineering Services for the Water Department based on the proposed staff and their experience related to anticipated duties. The proposed day-to-day staff member has the ability to manage, assist and otherwise execute Department-led initiatives and projects, both internal and external, perform field tasks, update GIS data, create a City wide Water model, perform analysis of the water system, as well as complete other anticipated Department needs.

In accordance with The Brooks Act - Federal Government Selection of Architects and Engineers (Public Law 92-582), the Illinois Local Government Professional Services Selection Act (50 ILCS 510) and the Architectural, Engineering, and Land Surveying Qualifications Based Selection Act (30 ILCS 535), the Qualifications Based Selection Process must be followed if

federal or state grants, loans or any other federal or state monies are used to fund any portion of the project.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not Applicable

FINANCIAL IMPACT: Upon City Council approval, budgeted funds are available in FY 2016 to cover the approximate 6 weeks of activity of \$32,322.66. The remaining \$247,807.26 will be encumbered after May 1, 2016 out of the FY 2017 Proposed Budget. \$285,000 is included in both the FY 2017 and FY 2018 Proposed Budgets for this service. Up to a maximum amount of \$560,259.84 over 24 months, upon approval, will be encumbered as follows: \$32,322.66 in FY 2016, \$247,807.26 in FY 2017. If the contract is renewed by the City, \$280,129.92 will be encumbered in FY 2018 out of Water Administration-Engineering Services (50100110-70050). Stakeholders please note that this is included in the FY 2017 Proposed Budget and will be included again in the FY 2018 Proposed Budget if the City decides to renew the contract.

Respectfully submitted for Council consideration.

Prepared by: Robert Yehl, PE, Water Director

Reviewed by: Steve Rasmussen, Assistant City Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Consultant List
- Professional Services Contract

Motion: That the Professional Services Contract with Maurer-Stutz, Inc. for Professional Engineering Services for the Water Department, with a term of 12 months an option for the City to extend an additional 12 months, in the amount not-to-exceed \$280,129.92 for the initial 12 month term be approved, and authorize the City Manager and City Clerk to execute the necessary documents.

Motion: _____

Seconded by: _____

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

PROFESSIONAL ENGINEERING SERVICES FOR THE WATER DEPARTMENT
RFQ NO. 2016-27

Engineering firms providing “Statement of Qualifications” in response to the City’s “Request for Qualifications”.

1. Farnsworth Group, Inc.
2. Lewis, Yockey & Brown, Inc.
3. Maurer-Stutz, Inc.

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

1. Farnsworth Group, Inc.
2. Maurer-Stutz, Inc.

**CITY OF BLOOMINGTON CONTRACT WITH
MAURER-STUTZ, INC.
FOR PROFESSIONAL SERVICES FOR
THE CITY WATER DEPARTMENT**

THIS AGREEMENT, dated this _____ day of February _____, 2016, is between the City of Bloomington (hereinafter "CITY") and MAURER-STUTZ, INC. (hereinafter "CONSULTANT").

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. CONSULTANT shall provide the services/work identified on Exhibit A.

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

- ☐ A flat fee of \$ _____ as set forth in the payment terms attached as Exhibit B.
- ☒ Fees as set forth in the Payment Terms attached as Exhibit B.

Section 4. Default and Termination. Either party shall be in default if it fails to perform all or any part of this Contract. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting party shall be entitled to all remedies, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney's fees and court costs, provided that the court order or judgment specifically awards attorney's fees and court costs to the prevailing party. Either party may also terminate this Contract for any reason by giving 15 days advance written notice. Upon such termination, the City shall only be obligated to pay for the services already performed. No other damages shall be available to either party for the early termination.

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

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

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

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

Section 9. Representations of Vendor. CONSULTANT hereby represents it is legally able to perform the work that is subject to this Contract. CONSULTANT shall work as an independent contractor and no employee relationship shall be created by this Contract.

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

Section 11. Compliance with Laws. CONSULTANT agrees that any and all services by CONSULTANT shall, when performing services for the City, comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 12. Compliance with FOIA Requirements. CCONSULTANT 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 CONSULTANT. CONSULTANT agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONSULTANT shall be responsible for any damages/penalties assessed to CITY for CONSULTANT'S failure to furnish all documentation in CONSULTANT'S possession responsive and related to a request within five (5) days after CITY issues a notice of a request.

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

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

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

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

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

☐ Until all of the services and/or deliverables required to provided within this Contract are completed.

☒ From one (1) year from the date of execution.

☐ From two (2) years from the date of execution.

☐ Other: _____

The Contract shall also be subject to the following renewal terms, if any: ^{The City may extend this Contract} _____

for another 12 months on the same terms and conditions upon giving 30 days written prior to expiration.

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

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

CITY OF BLOOMINGTON

MAURER-STUTZ, INC.

By: _____
Its City Manager

By: _____
Its _____

ATTEST:

By: _____
City Clerk

By: _____
Its _____

EXHIBIT A
SCOPE OF SERVICES / WORK PROVIDED

The City of Bloomington Water Department has retained Maurer-Stutz, Inc. (MSI) to provide the City Water Department with a variety of Engineering Services. Under the terms of the Professional Services Agreement, MSI will provide a staff level engineer ("Consultant Teaming Partner," or "CTP") to work closely with Water Department staff on various Department-led initiatives and projects.

MSI's CTP will be expected to provide services and assist with work tasks similar to Water Department staff. Such professional services shall be provided on-site at City facilities. MSI's CTP will generally be based at the Water Department offices located on Division St., but may provide services at other Water Department facilities such as the Water Treatment Plant, Lake Bloomington and Evergreen Lake and other facilities as required. The nature of the engagement will require MSI's CTP to work in City offices between three (3) to five (5) days a week.

The professional services, through the utilization of other key MSI Consultant staff members as necessary, may include engineering, technical, managerial and administrative services, as well as other work as necessary to assist bringing a wide variety of numerous projects to completion. This work is expected to consist of managing all facets of Phase I and II engineering services, including those related to the distribution, transmission and treatment of water as well as general facilities management. Professional services will involve working directly with City staff and/or its Consultant firm(s).

Examples of Professional Services to be provided by MSI's CTP include, but are not limited to:

1. Manage all facets of City-led Phase I and II engineering projects as assigned, including but not limited to:
 - a. Review deliverables for compliance with departmental policies
 - b. Monitoring the project scope, schedule, and budget
2. Identify and implement all necessary (project related) coordination and communication within and outside the Water Department;
3. Organize regular progress meetings and briefings for City Department(s) where details of project and progress are presented;
4. Facilitate and expedite the resolution of technical issues, drawing upon necessary resources and experts in applicable disciplines;
5. Facilitate the resolution of contractual issues, drawing upon necessary resources within the City;
6. All other work as required to manage, assist and otherwise execute Department-led initiatives and projects, both internal and external.

EXHIBIT B
FEES & PAYMENT TERMS

Fee and payment terms are outlined in the attached.

**PAYROLL ESCALATION TABLE
ANNIVERSARY RAISES**

FIRM NAME
Maurer Stutz Inc

		DATE	02/02/16
		PTB NO.	
CONTRACT TERM START DATE RAISE DATE	12	MONTHS	
	3/1/2016		153.90%
	7/1/2016	OVERHEAD RATE COMPLEXITY FACTOR % OF RAISE	3.00%

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

12

CALCULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

3.00%

The total escalation for this project would be: 3.00%

PAYROLL RATES

FIRM NAME Maurer Stutz Inc DATE 02/02/16

ESCALATION FACTOR 3.00%

CLASSIFICATION	3/1/16 - 6/30/16 CURRENT RATE	7/1/16 - 2/28/17 ESCALATED RATE	3/1/16 - 6/30/16 7/1/16 - 2/28/17
Scott R Hobart	\$41.75	\$43.00	\$28,946.53
Steven P Arahood	\$54.00	\$55.62	\$59,630.28
			\$1,891.08
			\$88,576.80
			\$2,863.08
			\$91,439.88

COST PLUS FIXED FEE

COST ESTIMATE OF CONSULTANT SERVICES

Maurer Stutz Inc

DATE 02/02/16

OVERHEAD RATE	1.539
COMPLEXITY FACTOR	0

[illegible]

DBE

DBE 0.00%

Printed: 2/2/2016

PREPARED BY THE CONSULTANT

**COST PLUS A FIXED FEE
BUDGET ESTIMATE SUMMARY**

Labor Costs =	\$232,165.87
Fixed Fee =	\$33,664.05
Vehicle Use* =	\$14,300.00
TOTAL BUDGET =	\$280,129.92

*Vehicle Use calculated as follows:

1 year engagement (52 weeks per year x 5 days per week = 260 days)
260 days x \$55 per day = \$14,300

Addendum to Scope of Services

City of Bloomington Water Department

Baseline Consultant Expectations:

1. Quality

- a. The Consultant shall design with constructability and ease of maintenance in mind and consult with the City to determine the required level(s) of performance and service.
- b. The quality of the construction plans shall reflect the percent complete when submitted to the City for review. All plans shall be reviewed for quality assurance / quality control prior to submittal to the City. The City will not design the project and shall resend back to the Consultant if the quality is substandard.

2. Customer Service / Communication

- a. During initial design phases, Consultant will discuss material decisions with the City. Material decisions shall include all major components of the project. For example, pumps, electrical controls, software, pipe materials, pavement designs, signal materials and erosion protection.
- b. Consistent communication with the Project Manager for the City is critical.
- c. Communication through email is preferred for record keeping purpose.
- d. If issues arise that prevent timelines from being met or cause additional costs in the design, it is critical that the consultant contact the city as soon as possible.
- e. Electronic files shall be provided to the City upon completion of the design.
- f. Quantity take-off and calculation sheets shall be provided for construction field inspection.

3. Project Management

- a. Extensive field work throughout the design is expected. An onsite "plan in hand" meeting shall be scheduled with the City during appropriate phases of the design.
- b. Consultants shall be expected to submit plans with sufficient time for City to provide an adequate review of the design. This City review time shall be built into the project schedule up front.
- c. As-built information provided from previous construction plans shall be used to supplement survey data. Comprehensive survey data collection shall be done to verify as much field information as possible.
- d. Consulting contracts shall include a timeline for completion of design. The timeline provided shall allow sufficient time for dealing with outside agencies and any public interaction.
- e. Invoices submitted to the City shall include project percent complete on billing, design and timeline progression.
- f. A monthly status report shall be provided which includes major items completed, major issues, potential extra work, change orders, out of scope issues, information required from the City and other relevant issues.

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

CITY OF
Bloomington ILLINOIS
CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: February 22, 2016

SUBJECT: Consideration of adopting a Resolution approving Temporary Closing of State Right of Way for Annual Community Events

RECOMMENDATION: Recommend that the Resolution to Temporarily Close State Right of Ways for Annunal Community Events 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 three (3) 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: Cherry L. Lawson, City Clerk
Brian M. Mohr, Fire Chief
Jim Karch, PE CFM, Director of Public Works
Brendan O. Heffner, Chief of Police

Reviewed as to legal sufficiency: 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:

- Resolution

Motion: Recommend that the Resolution to Temporarily Close State Right of Ways for Annual Community Events be adopted.

RESOLUTION NO. 2016 -

RESOLUTION APPROVING 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 22nd day of February, 2016.

APPROVED this ____ day of February, 2016.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

APPROVED AS TO FORM

Jeffery R. Jurgens, Corporate Counsel

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

FOR COUNCIL: February 22, 2016

SUBJECT: Consideration of adopting a “Resolution of Support” for the Kalamaya Detention Basin Feasibility Study.

RECOMMENDATION/MOTION: That the Council approve the Resolution, and authorize the Mayor and City Clerk to execute the necessary documents.

STRATEGIC PLAN SIGNIFICANCE: Goal 2: Upgrade City Infrastructure and Facilities: City investing in the future of the community.

Goal 5: Great Place to Live—Livable, Sustainable City: City having the capacity to cost effectively serve new developments and residents.

BACKGROUND: Staff requests a “Resolution of Support” authorizing city staff to do a Feasibility Study of a possible Kalamaya Detention Basin bike path to include, but not limited to a study of: Land Ownership, Liability for Volunteers, Multi-use of the area, issues of Railroad Right-Of-Way, and concerns of adjacent Property Owners. Staff time for feasibility amounted to approximate cost of \$3,000 for 35 staff hours.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:

CORBA – Comlara Off-Road Biking Association
Scott Black - Alderman
Karen Schmidt - Alderwoman

FINANCIAL IMPACT: None.

FUTURE OPERATIONAL COSTS ASSOCIATED WITH FACILITY CONSTRUCTION:

To-be-determined by Feasibility Study.

Respectfully submitted for Council consideration.

Prepared by: Eric Veal, Assistant Director of Parks, Rec & Cultural Arts

Reviewed by: Jay Tetzloff, Director of Parks, Rec & Cultural Arts

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

Attachments:

- Resolution
- Aerial Map

Motion: That the Council approve the Resolution, and authorize the Mayor and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

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

RESOLUTION NO. 2016 - __

**A RESOLUTION OF SUPPORT AUTHORIZING A FEASIBILITY STUDY OF A
POSSIBLE KALAMAYA DETENTION BASIN BIKE PATH**

WHEREAS, the Comlara Off-Road Biking Association (CORBA) is requesting to use the Kalamaya Detention Basin for off-road bike riding; and

WHEREAS, the City of Bloomington will properly determine other appropriate public uses such as, walking, fishing, picnics etc.; and

WHEREAS, the Comlara Off-Road Biking Association (CORBA) is requesting to create bike paths at Kalamaya Detention Basin for off-road bike riding with a corps volunteers; and

WHEREAS, the City will research the land ownership of the Kalamaya Detention Basin and surrounding properties through a professional survey; and

WHEREAS, the City will research the liability of volunteers who may work on the Kalamaya Detention Basin bike path project; and

WHEREAS, the City will research the Norfolk and Southern Railroad right-of-way line adjacent to the Kalamaya Detention Basin; and

WHEREAS, the City Council finds it to be in the best interests of the City to approve this Resolution of Support.

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

That the City of Bloomington “Resolution of Support” for the Feasibility Study of the Kalamaya Detention Basin Bike Path be approved.

ADOPTED this 22st day of February, 2016.

APPROVED this __ day of February, 2016.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

APPROVED AS TO FORM

Jeffery R. Jurgens, Corporation Counsel



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

0.2 Miles

0.11

1: 6,859

Printed: 2/16/2016 12:20:45 PM

Notes

CITY OF
Bloomington ILLINOIS
CONSENT AGENDA ITEM NO. 7H

FOR COUNCIL: February 22, 2016

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

RECOMMENDATION/MOTION: That an ordinance be adopted for Case SP-06-15 for the Special Use Permit for Mini-Warehouses in a B-1 District for the property located at 1710 RT Dunn Drive, and that the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: The Special Use Permit is linked to: **Goal 3. Grow the Local Economy:** (a) Retention and growth of current local businesses; (c) revitalization of older commercial homes.

STRATEGIC PLAN SIGNIFICANCE: The Special Use Permit for Mini-Warehouse in the B-1 District encourages economic development in existing buildings, allows for the growth of a local business, and promotes a business friendly community.

BACKGROUND:

The subject site is commonly known as 1710 RT Dunn Drive and is located at the intersection of S. Main Street and S. Veterans Parkway/I-55. The site is the former location of Great Escape home leisure retailer and Tom's Parkway Food Store.

The petitioner is proposing to redevelop the existing 51,543 square foot building into an internal (as opposed to outdoor) self-storage facility. Mini-warehouses in a B-1 district require a special use permit, but the district contemplates this use and the use is compatible with surrounding businesses and properties. The petitioner also proposes a 5,137 square foot retail center, which is considered an accessory use, located within the existing building. The proposal also includes truck and auto rental sales and services (all permitted uses in the B-1 district).

The petitioner originally proposed the additional construction of a new, 1549 square foot, external mini-storage building (Building B) housing approximately ten (10) storage units and fronting Veterans Parkway, but retracted that proposal. Also, the petitioner applied for a variance not to construct a six (6) foot perimeter fence around the property, as required by the zoning ordinance. The petitioner was granted a variance by the Zoning Board of Appeals on January 20, 2016, as all storage will be internal to the building.

ZONING BOARD OF APPEALS

This case was before the Zoning Board of Appeals for a public hearing and review on January 20, 2016. No citizens, outside of the applicant, spoke in favor of the petition; no one spoke in opposition. The Board recommended approval by unanimous vote and included the condition of

additional landscaping surrounding the display parking. This recommendation is consistent with staff's position. The petitioner agreed to adding the landscaped areas.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:

Public notice was published in the Pantagraph in accordance with City Code. In accordance with the Zoning Code (Ordinance No. 2006-137) courtesy copies of the Public Notice were mailed to approximately 22 property owners within 500 feet. In addition, a public notice/identification sign was posted on the property.

FINANCIAL IMPACT: The property has formerly been used as a home leisure retailer and a food store. The financial impact is limited to any change in the amount collected for property taxes.

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by: Tom Dabareiner, Community Development Director

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst

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

Recommended by:



David A. Hales
City Manager

Attachments:

- Ordinance for Special Use Permit
- Exhibit A "Legal Description"
- Exhibit B "Site Plan"
- Petition
- Zoning Board of Appeals Report for 1-20-16
- Zoning Board of Appeals Minutes for 1-20-16
- Map of Notified Neighborhood Property Owners

Motion: That an ordinance be adopted for Case SP-06-15 for the Special Use Permit for Mini-Warehouses in a B-1 District for the property located at 1710 RT Dunn Drive.

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2016-

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR

Mini-warehouses in the B-1 District

FOR PROPERTY LOCATED AT: 1710 RT Dunn Drive

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting a Special Use Permit for mini-warehouses for certain premises hereinafter described in Exhibit A; and

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

WHEREAS, the Bloomington Board of Zoning Appeals, after said public hearing made findings of fact that such Special Use Permit would comply with the standards and conditions for granting such special permitted use for said premises as required by Chapter 44, Section 44.6-30 of the Bloomington, City Code, 1960; and

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

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

1. That the Special Use Permit for **mini-warehouses** on the premises hereinafter described in Exhibit A shall be and the same is hereby approved;
2. That the Special Use includes a condition that the petitioner will have additional landscaping added to the display parking areas as provided in Exhibit B, attached hereto;
3. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 22nd day of February, 2016.

APPROVED this _____ day of _____, 20____.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

EXHIBIT A
Legal Description

LOT 1 IN VETERAN'S PLAZA SUBDIVISION, BEING A PART OF THE
SOUTHWEST ¼ OF SECTION 9, TOWNSHIP 23 NORTH, RANE 2 EAST OF THE
THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF
RECORDED DECEMBER 18, 1998 AS DOCUMENT NO. 98-42986 IN THE CITY OF
BLOOMINGTON, MCLEAN COUNTY, ILLINOIS.

THE ABOVE DESCRIPTION IS THE SAME AS REFERENCED IN THE
COMMITMENT FOR TITLE INSURANCE ISSUED BY CHICAGO TITLE
INSURANCE COMPANY, COMMITMENT NO. 1527980C WITH AN EFECTIVE
DATE OF SEPTEMBER 9, 2015

EXHIBIT A
Legal Description

LOT 1 IN VETERAN'S PLAZA SUBDIVISION, BEING A PART OF THE
SOUTHWEST ¼ OF SECTION 9, TOWNSHIP 23 NORTH, RANE 2 EAST OF THE
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INSURANCE COMPANY, COMMITMENT NO. 1527980C WITH AN EFECTIVE
DATE OF SEPTEMBER 9, 2015

PETITION FOR A SPECIAL USE PERMIT FOR PROPERTY LOCATED AT:

1710 R.T. Dunn Drive; Bloomington, IL 61701

State of Illinois)
)ss.
County of McLean)

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

Now come(s)

Amerco Real Estate Company

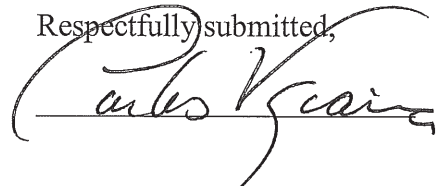
hereinafter referred to as your petitioner(s), respectfully representing and requesting as follows:

1. That your petitioner(s) is (are) the owner(s) of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit(s) A, which is (are) attached hereto and made a part hereof by this reference, or is (are) a mortgagee or vendee in possession, assignee of rents; receiver, executor (executrix); trustee, lease, or any other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That said premises presently has a zoning classification of B-1 under the provisions of Chapter 44 of the Bloomington City Code, 1960;
3. That under the provisions of Chapter 44, Section 44.6-30 of said City Code Self-Storage, are allowed as a special use in a B-1 zoning district;
4. That the establishment, maintenance, or operation of said special use on said premises will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
5. That said special use on said premises will not be injurious to the use and enjoyment of other property in the immediate vicinity of said premises for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
6. That the establishment of said special use on said premises will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the B-1 zoning district;

7. That the exterior architectural treatment and functional plan of any proposed structure on said premises will not be so at variance with either the exterior architectural treatment and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood adjacent to said premises;
8. That adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided to said premises for said special permitted use;
9. That adequate measures have been or will be taken to provide ingress and egress to and from said premises so designed as to minimize traffic congestion in the public streets; and
10. That said special permitted use on said premises shall, in all other respects, conform to the applicable regulations of the B-1 zoning district in which it is located except as such regulations may, in each instance, be modified by the City Council of the City of Bloomington pursuant to the recommendations of the Bloomington Board of Zoning Appeals.

WHEREFORE, your petitioner(s) respectfully pray(s) that said special use for said premises be approved.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Carlos Vizcarra", written over a horizontal line.

Carlos Vizcarra, President
Amerco Real Estate Company

CITY OF BLOOMINGTON
REPORT FOR THE BOARD OF ZONING APPEALS
JANUARY 20, 2016

SUBJECT:	TYPE:	SUBMITTED BY:
SP-06-15 1710 R T Dunn Drive	Special Use to allow mini-warehouses	Katie Simpson, City Planner

REQUEST

The petitioner is seeking a special use to allow mini-warehouses in a B-1 district.

NOTICE

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

GENERAL INFORMATION

Owner and Applicant: Amerco Real Estate Company

PROPERTY INFORMATION

Existing Zoning: B-1, Highway Business District
Existing Land Use: Commercial retail (vacant former The Great Escape)
Property Size: Approximately 5.36 acres
PIN: 21-09-452-002

Surrounding Zoning and Land Uses

Zoning

North: B-1, Highway Business District

South: R-4, Manufactured Home Park District

East: M-1, Restricted Manufacturing District
West: B-1, Highway Business District

Land Uses

North: Various (including Knights of Columbus Hall and pawn shop)
South: Mobile home development (across Veterans Parkway/I-55/Historic RT 66)
East: Vacant land/utility (Unincorporated)
West: Commercial (Veterans & Main Plaza strip center)

Analysis

Submittals

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

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

PROJECT DESCRIPTION

The subject site is commonly known as 1710 R.T. Dunn Drive located east of the intersection of S. Main Street and S. Veterans Parkway. The property was formerly used as a Great Escape retailer and is currently vacant. Surrounding uses in the area include apartments, a day care center, mobile homes, banquet hall, utilities, and commercial retail.

Analysis

The petitioner is proposing to redevelop the existing 51,543 square foot building into a self-storage facility plus a new 1,459 square foot mini-storage building fronting Veterans Parkway. The petitioner also plans to provide sixteen (16) additional parking spaces, nine (9) display and seven (7) customer spaces in front of the existing structure, in addition to the parking provided on the north side of the building.

Mini-warehouses in the B-1 district require a Special Use Permit. Within the existing building, there will be a 5,137 square foot retail center. The proposal also includes truck and auto rental, sales and service (which are permitted uses in the B-1 district). The intent of the B-1 District is to “provide for (1) retail, service and amusement establishments that primarily serve the needs of highway-oriented traffic; and (2) retail, service and amusement uses that are not suitable in other business districts and can benefit from highway and cross-route traffic significantly.” In addition to the Special Use Standards outlined in 44.10-3C, there are additional standards for Mini-warehouses, most notably a minimum fencing/screening requirement of a six (6) foot high fence around the perimeter of the lot.

Action by the Board of Zoning Appeals.

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

- 1. that the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, comfort or general welfare;** the proposed special use is compatible with surrounding uses and will return the property to productive use.
- 2. that the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;** the property was formerly used for retail and has the appropriate facilities (including loading and parking) to allow a storage facility.
- 3. that the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the**

zoning district; no alterations to the exterior of the building are proposed. This area has developed over time with a variety of uses compatible with a storage facility.

4. **that adequate utilities, access roads, drainage and/or necessary facilities have been or will be provided;** utilities and drainage currently exist and will be in compliance with city code.
5. **that adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets;** the site currently has ingress and egress including a dedicated off-street parking lot and loading facilities.
6. **that the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may be modified by the Council pursuant to the recommendations of the Board of Zoning Appeals. (Ordinance No. 2006-137)** compliance with city codes will be adhered to.

STAFF RECOMMENDATION:

Staff finds that the petition has met the Zoning Ordinance's standards required to allow a special use for mini-warehouses. Staff recommends approval of the requested special use in Case SP-06-15. At the time a building permit is issued, the petitioner must demonstrate compliance with all relevant sections of 44.4-7C, 44.7-2, and 44.10-4 regarding landscaping and screening. Staff seeks a condition to add perimeter landscaping and/or landscaping islands with shrubs and/or small trees located around three sides of the Proposed Building B, and to the east, west and north of display parking. As stated in the City's zoning code "the purpose of parking lot landscaping and screening regulations are to achieve the community wide goal of developing the visual appeal of public and private open spaces as stated in the Comprehensive Plan" (44.7-2 G.4 (a)(1)).

Respectfully submitted,

Katie Simpson
City Planner

ATTACHMENTS

- Special Use Application
- Special Use Permit
- Ordinance
- Exhibit A-Legal Description
- Location Map of 1710 RT Dunn Drive
- Aerial, Corporate Boundaries and Zoning Map of 1710 RT Dunn Drive
- Site Plan
- Map with 500ft Neighborhood Notice Buffer
- Notification Mailing List

**MINUTES
ZONING BOARD OF APPEALS
REGULAR MEETING
WEDNESDAY, January 20, 2016, 4:03 P.M.
COUNCIL CHAMBERS, CITY HALL
109 EAST OLIVE ST., BLOOMINGTON, IL**

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

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

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

PUBLIC COMMENT: None

The Board reviewed the minutes from November 18, 2015 and accepted the minutes with modifications. Mr. Briggs noted two non-substantive changes. The minutes as amended were **approved** unanimously.

Chairman Ireland explained the meeting procedures. Mr. Dabareiner stated all items were properly published.

REGULAR AGENDA:

SP-06-15 Public hearing, consideration, review and approval of the petition submitted by Amerco Real Estate Company for: 1) A Special Use for a mini-warehouse under the Municipal Code 44.10-4. All for the property located at 1710 RT Dunn Dr. Zoned B-1, Highway Business District. (Ward 1).

Chairman Ireland noted that the two regular agenda cases are for a special use and for a variance for the same petitioner and location. He cautioned the petitioner to distinguish between the two cases as he makes his presentation. Aaron Freeman, U-Haul Corporation, 1032 Stevenson Drive, Springfield, was sworn in. Mr. Freeman explained he had a brief presentation about the business model for U-Haul which includes environmental sustainability, green buildings, a variety of energy conservation efforts, and extensive recycling of materials. He reviewed the site plan. In the future, it may include a propane distribution center, but this is not in the current proposal. U-Haul promotes truck sharing and these trucks have many sustainability components. Furthermore, the storage space allows a family to live in a more compact home. He described various programs that demonstrate U-Haul's reuse of recycled materials. Mr. Freeman described the proposed store with interior storage and some retail.

When asked by Chairman Ireland about the fence variance, Mr. Freeman noted that U-Haul is withdrawing Building B from the plan to help improve the case for a fence variance, since then all storage would be inside. He called Building B a "billboard" because it is sometimes hard for

people to recognize that there are interior, climate-controlled storage units. Mr. Bullington clarified that the petitioner is keeping the request for variance, but removing Building B from the plans; Mr. Freeman concurred. Mr. Dabareiner indicated that staff is willing to support the fence variance if Building B is withdrawn, as there would be no outdoor storage, which the code identifies as in need of visual protection and security. Mr. Briggs asked whether Building B was simply a sign or intended for storage; Mr. Freeman said the ten storage units in Building B would be available for use.

Mr. Simeone asked about the numbers of trucks on display. Mr. Freeman noted ten vehicles would likely sit in the front, along with equipment in the rear. Mr. Dabareiner noted that the proposal meets the City's parking requirements. Mr. Briggs added his desire that the U-Haul drop-off area would not become cluttered as seen at some thrift shops. No others spoke in favor or against the petition.

Mr. Dabareiner introduced Katie Simpson as the City's new City Planner. After providing some background about herself, Ms. Simpson presented staff's information about the case. She identified the various uses surrounding the property, show photos of and near the site, and presented the proposed site plan and concluded that the proposed use is compatible with the area. She added the desire for additional landscaping around the revised parking areas in the front parking lot. Mr. Dabareiner clarified that even without Building B, the nearby parking row would benefit from additional landscaped areas.

Mr. Dabareiner provided an overview on the variance request, noting that the recommendation will change given the removal of Building B. He reviewed the standards given the revised proposal and recommended in favor of granting the fence variance. Chairman Ireland clarified that staff's recommendation is that no perimeter fence is needed.

Chairman Ireland asked the petitioner if he had further comments. Mr. Freeman agreed to provide the additional landscaping as requested. Mr. Briggs clarified the security measures for access to the building versus the fence and security gate methods outlined in the code; Mr. Freeman provided an overview of their security system.

Chairman Ireland requested a roll call vote on the Special Use, noting that Building B is no longer part of the consideration. The motion was **approved** with five (5) voting in favor and none against with the following votes being cast on roll call: Mr. Brown—Yes; Mr. Bullington—Yes; Mr. Briggs—Yes; Mr. Simeone—Yes; Chairman Ireland—Yes.

Z-01-16 Public hearing, consideration, review and approval of the petition submitted by Amerco Real Estate Company for: 1) A variance not to install a fence where a six (6) foot fence is required for a mini-warehouse under the Municipal Code 44.10-4. All for the property located at 1710 RT Dunn Dr. Zoned B-1, Highway Business District. (Ward 1).

Chairman Ireland requested a roll call vote on the fence variance, noting that Building B is no longer part of the consideration. The motion was **approved** with five (5) voting in favor and none against with the following votes being cast on roll call: Mr. Brown—Yes; Mr. Bullington—Yes; Mr. Briggs—Yes; Mr. Simeone—Yes; Chairman Ireland—Yes.

OTHER BUSINESS:

Chairman Ireland introduced the two items for consideration. Mr. Simeone suggested that the discussion on the City Attorney's role be postponed to the next meeting when Mr. Kearney can be present. There was consensus to do so and place the item on the next agenda.

Discussion turned to the Election of a Vice Chair. Mr. Boyle noted the things a City board or commission can do are governed by state law, ordinances and sometimes by-laws. In the case of the Zoning Board of Appeals, there is no set of by-laws so they are governed by other laws. He distributed relevant copies of Chapter 44. He added that Chapter 44 makes no provision for a Vice Chair, but does ask that an Acting Chairman should be appointed when needed. Mr. Boyle indicated that the group can stick with the Acting Chairman provisions or propose a text amendment that would allow for selection of a Vice Chair. Mr. Simeone said he would like to keep things simple and would like to see an election each year of a Chairman and Vice-Chairman. There was general discussion about former ordinances and amendments and the elective positions desired. Mr. Bullington felt that the Acting Chair seemed to work fine last time and that an ordinance change would simply grant a title to someone in the same functional role; Mr. Briggs concurred, pointing out that the Acting Chair requirement would still be needed if both the Chair and Vice-Chair would be absent. Mr. Simeone repeated his hope for regular elections. There followed general discussion about whether the Chairman position is elected or appointed; Mr. Boyle concluded it is elected. He added that the election could not occur today, but could at a future meeting. Mr. Dabareiner read from Chapter 2 of the code which indicates the need for an annual election for Chairman and a limit for holding the office for two years. Chairman Ireland asked that the next agenda have the election of a new Chairman.

NEW BUSINESS:

None

ADJOURNMENT: 5:04PM

Respectfully,

Tom Dabareiner AICP



1710 RT Dunn-notice area



Mailing addresses for Neighborhood Notifications sent

Name	Street Address	City, State, Zip
% AMEREN SERVICES ILLINOIS POWER CO	1901 CHOUTEAU AVE PO BOX 66149	SAINT LOUIS, MO, 631666149
% AMEREN SERVICES ILLINOIS POWER CO	1901 CHOUTEAU AVE PO BOX 66149	SAINT LOUIS, MO, 631666149
% AMEREN SERVICES ILLINOIS POWER CO	1901 CHOUTEAU AVE	SAINT LOUIS, MO, 631033003
% AMEREN SERVICES ILLINOIS POWER CO	1901 CHOUTEAU AVE PO BOX 66149	SAINT LOUIS, MO, 631666149
% GOPAL B. REDDY PRIYA DEVELOPMENT, LLC	2600 Marketplace Dr	Springfield, IL, 627021467
% MOORE ENTERPRISES JAMES & MARION MOORE TRUSTEES OF THE MOORE LIVING	4425 W Airport Fwy Ste 475	Irving, TX, 750625853
BLOOMINGTON COLUMBIAN HOME ASSOCIATION	1706 R T DUNN DR	BLOOMINGTON, IL, 617018707
BLOOMINGTON COLUMBIAN HOME ASSOCIATION	1706 R T DUNN DR	BLOOMINGTON, IL, 617018707
DEBRA THOMAS	1711 R T DUNN	BLOOMINGTON, IL, 61701
ED PIERCE	1610 RT DUNN DR	BLOOMINGTON, IL, 61701
FACILITIES & ENGINEERING DEPT OF MILITARY AFFAIRS	1301 N MACARTHUR BLVD	SPRINGFIELD, IL, 627022399
FACILITIES & ENGINEERING DEPT OF MILITARY AFFAIRS	1301 N MACARTHUR BLVD	SPRINGFIELD, IL, 627022399
HCRZ	1912 CRIMSON LN	BLOOMINGTON, IL, 617042737
INFINITAL-DUNN LLC	401 N HERSHEY RD	BLOOMINGTON, IL, 617043742
MAIN & VETERANS A GENERAL PARTNERSHIP	1716 R T DUNN DR STE 4	BLOOMINGTON, IL, 617018730
MAIN & VETERANS A GENERAL PARTNERSHIP	1716 R T DUNN DR STE 4	BLOOMINGTON, IL, 617018730
MAIN & VETERANS LLC	1716 R T DUNN DR STE 4	BLOOMINGTON, IL, 617018730
PAUL & CLINT NORD EVANS	1701 EASY ST	BLOOMINGTON, IL, 617016874
PAUL & CLINT NORD EVANS	1701 EASY ST	BLOOMINGTON, IL, 617016874
TOMS DRIVE LLC	205 W RANDOLPH ST STE 1010	CHICAGO, IL, 606066107
TOMS DRIVE LLC	205 W RANDOLPH ST STE 1010	CHICAGO, IL, 606066107
VENDANTA ENTERPRISES LLC	2804 LUKE RD	BLOOMINGTON, IL, 617047032

CITY OF
Bloomington
ILLINOIS

CONSENT AGENDA ITEM NO. 7I

FOR COUNCIL: February 22, 2016

SUBJECT: Consideration of adopting a resolution supporting the 2016 Illinois Municipal League's (IML) Legislative Agenda.

RECOMMENDATION/MOTION: That the resolution be adopted supporting the 2016 Illinois Municipal Agenda, and authorize the Mayor and City Clerk to execute the necessary document.

STRATEGIC PLAN LINK: 5. Great Place – Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE: b. City decisions consistent with plans and policies

BACKGROUND: Since 1913, the Illinois Municipal League (IML) has been the collective voice of cities, villages and towns, currently representing nearly 1,300 communities including the City of Bloomington. By educating members about current legislative issues and advocating on their behalf, the IML ensures that local elected officials and their constituents are represented in the decision-making process.

The IML has established a Legislative Agenda for 2016, focusing on five key areas: Municipal Authority; Municipal Revenue and Taxation; Meetings, Public Records and Notifications; Intergovernmental Cooperation; and Labor Law, Compensation and Employment Benefits. Specifically on this year's agenda are the topics of:

- Automatic Appropriation Authority for Local Funds
- Expansion of Home Rule Eligibility
- Public Safety Pension Reforms
- Public Safety Employee Arbitration Reform
- Federal Definition of "Catastrophic Injury" In PSEBA Law
- Utility Debts Collected Through Property Taxes via Special Assessment
- Nuisance Liens Applied to All Properties Owned By Violator
- Eliminate Pension Spiking
- Correcting Pension Calculation Errors
- Sensible Change to Bidding Municipal Services

As many of these issues are of key importance to the City of Bloomington and other communities throughout the State of Illinois, the City seeks to formally lend its support to the IML's 2016 Legislative Agenda by adoption of a resolution.

In addition to the IML's Agenda, staff plans to bring forward additional items specific to the City of Bloomington for discussion at the City's Legislative Work Session on March 14.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable

FINANCIAL IMPACT: Not applicable

Respectfully submitted for Council consideration.

Prepared by: Nora Dukowitz, Communication 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

Attachments:

- Resolution
- 2016 Illinois Municipal League Legislative Agenda

Motion: That the resolution be adopted supporting the 2016 Illinois Municipal Agenda, and authorize the Mayor and City Clerk to execute the necessary document.

Motion: _____ Seconded by: _____

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

RESOLUTION NO. 2016 -

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

WHEREAS, since 1913, the Illinois Municipal League (IML) has been the collective voice of cities, villages and towns; and

WHEREAS, the IML currently represents nearly 1,300 communities including the City of Bloomington; and

WHEREAS, by educating members about current legislative issues and advocating on their behalf, the IML ensures that local elected officials and their constituents are represented in the decision-making process; and

WHEREAS, The IML has established a Legislative Agenda for 2016, focusing on five key areas; and

WHEREAS, many of the issues included in the IML's 2016 Legislative Agenda are of key importance to the City of Bloomington and other communities throughout the State of Illinois.

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

That the Mayor and the City Council of the City of Bloomington hereby endorse and support the 2016 Illinois Municipal League's Legislative Agenda.

ADOPTED this 22th day of February, 2016.

APPROVED this _____ day of February, 2016.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

APPROVED AS TO FORM

Jeffrey R. Jurgens, Corporation Counsel



2016

IML LEGISLATIVE AGENDA



Educate. Advocate. Empower.

IML Legislative Issue Areas

MUNICIPAL AUTHORITY

The operation of municipalities is a complex task that requires partnerships with both the federal and state government. The enactment of laws and regulations that preempt local authority only hinders the ability of municipal officials to meet the needs of residents and address community problems. Municipal officials must maintain the autonomy necessary to fulfill their appropriate responsibilities to those who elected them.

MUNICIPAL REVENUE AND TAXATION

Illinois municipalities continue to require additional revenues. The League commends the State for the provision of revenue sharing to Illinois municipalities. This successful partnership must be continued in good faith and in recognition that most of the services that benefit Illinoisans are provided by local government. Municipal governments must also have the autonomy to address their local revenue needs.

INTERGOVERNMENTAL COOPERATION

Local governments and Illinois taxpayers benefit from the broad authority that allows local governments to cooperatively pool resources and share services. Service cooperation and consolidation reduces the cost of local governments, eliminates redundancies and appropriates resources wisely and effectively.

MEETINGS, PUBLIC RECORDS AND NOTIFICATIONS

The Illinois Municipal League believes that a vibrant democracy requires the active participation of an engaged citizenry. Citizens elect their local leaders and have an obligation to hold their leaders accountable. The Open Meetings Act, Freedom of Information Act and public notification laws are essential accountability mechanisms. These laws must be balanced to consider staff obligations, personnel information sensitivities, evolving technology and occasional abuses of the process by those seeking public information.

LABOR LAW, COMPENSATION AND EMPLOYMENT BENEFITS

As with the private sector, compensation and benefits decisions involving local government employees are appropriately made by the employer. Wages and benefits must balance the interests of the employee, employer and taxpayer. The General Assembly and Governor must avoid approving policies that increase the costs of municipal compensation, benefits and personnel without providing revenues to offset the financial obligations created by their actions. Existing state labor and employment policies must also be reexamined with the intent of ensuring that local governments can maintain personnel costs at sustainable levels.



The Illinois Municipal League 2016 Legislative Agenda

AUTOMATIC APPROPRIATION AUTHORITY FOR LOCAL FUNDS

Issue:

Annual appropriation authority is required for Motor Fuel Tax (MFT), casino gaming, video gaming, Use Tax and 9-1-1 revenues to be distributed to municipalities. As we learned during the 2015 fiscal year, an annual appropriation requirement can prevent these funds from being distributed, despite the fact that they are non-General Revenue Funds and do not affect state government budgets.

IML Solution:

Amend the Motor Fuel Tax, casino gaming, video gaming, Use Tax and 9-1-1 revenue laws to make them continuing appropriations so funds are automatically distributed (as with Local Government Distributive Fund revenue) without the need for an annual appropriation enactment by the General Assembly and Governor.

EXPANSION OF HOME RULE ELIGIBILITY

Issue:

Municipalities of varying sizes must address similar problems and should have a broad array of powers available to meet community challenges. The Illinois Constitution automatically grants home rule status to municipalities that reach a population threshold in excess of 25,000 residents. Non-home rule communities are granted limited authority compared to home rule communities.

IML Solution:

Grant municipalities with populations in excess of 5,000 residents home rule status. This would provide 173 communities with additional tools that they do not presently possess to address local issues. There are currently 211 home rule communities established either by population or referendum.

PUBLIC SAFETY PENSION REFORMS

Issue:

Public safety pension costs continue to increase and threaten to divert available municipal revenues away from funding other important programs and services intended to secure the health, safety and welfare of municipal residents.

IML Solution:

Non-benefit reforms remain viable options for both short-term cost management and long-term cost reduction because such reforms would not be prohibited by the Illinois Constitution. These reforms would include changing funding requirements, actuarial methodologies and pension fund consolidation.

PUBLIC SAFETY EMPLOYEE ARBITRATION REFORM

Issue:

Arbitrators are rendering decisions in labor disputes that compel local governments to offer wage and benefit awards that exceed available revenues. This results in budgetary difficulties, service reductions and layoffs to other employees.

IML Solution:

Provide additional transparency in the arbitration process and require arbitrators to base decisions primarily on actual available revenues and a municipality's current financial status.

FEDERAL DEFINITION OF "CATASTROPHIC INJURY" IN PSEBA LAW

Issue:

The Public Safety Employee Benefits Act (PSEBA) provides taxpayer-funded, lifetime health insurance benefits to police officers and firefighters, their spouses and dependents up to the age of 26. Eligibility for PSEBA benefits occurs when an employee is "catastrophically injured" while responding to an emergency. The absence of a definition of "catastrophic injury" within the PSEBA statute means that municipalities must pay lifetime health insurance premiums to otherwise able-bodied and employable individuals.

IML Solution:

The ideal solution is to define "catastrophic injury" to mean an injury severe enough to preclude gainful employment. This would entail using the federal definition of "catastrophic injury," which is found in the federal Public Safety Officer Benefits Act (PSOB).

UTILITY DEBTS COLLECTED THROUGH PROPERTY TAXES VIA SPECIAL ASSESSMENT

Issue:

Municipalities, just like businesses, face the problem of collection for services rendered. Each year, water, sewer and other utility bills go unpaid, and the cost for this is unfairly imposed upon other ratepayers. Municipalities may place a lien on the property and await a transfer of ownership, but this could lead to the municipality experiencing long delays in collecting utility debts.

IML Solution:

Allow municipalities the ability to collect unpaid utility debts by filing for a special assessment to be collected as part of the property tax bill.



NUISANCE LIENS APPLIED TO ALL PROPERTIES OWNED BY VIOLATOR

Issue:

Non-home rule municipalities have a difficult time collecting debts associated with removing specified nuisances on a property.

IML Solution:

All municipalities should have the authority to collect the costs for removing nuisances from a property by filing a pre-suit or a judgment lien against all real estate holdings owned by that property owner within the community where the nuisance exists.

ELIMINATE PENSION SPIKING

Issue:

The Illinois Pension Code is susceptible to various practices where pension payments can be increased with unused sick and vacation time, as well as end-of-career salary boosts.

IML Solution:

The correction will require both legislation and an administrative rule change.

The legislative change involves making vacation and sick time distributions non-pensionable by scheduling the distribution to occur 90 to 120 days following separation of service. The rule change involves modifying the definition of “salary” for pension purposes within the administrative code.

CORRECTING PENSION CALCULATION ERRORS

Issue:

The statute that allows for correcting mistakes in pension benefit awards involving public safety employees is flawed in that it allows for correcting clerical and administrative mistakes while making it difficult to correct mistakes that result from benefit miscalculations.

IML Solution:

The same standard that allows for the correction of mistakes in pension benefits for state employees, legislators and judges should be applied to public safety employees. Corrections should apply to any and all benefits that were calculated improperly to the advantage or detriment of the pensioner. Additionally, interest payments should be owed to the pension fund when a mistake inflates a pension benefit in the same manner as the pension fund is obligated to pay interest to the pensioner in the case of an underpayment.

SENSIBLE CHANGE TO BIDDING MUNICIPAL SERVICES

Issue:

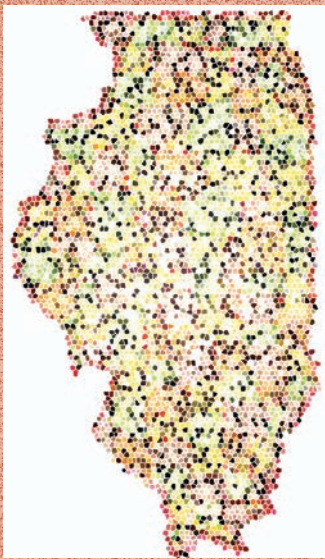
Non-home rule municipalities are prohibited from seeking up-front cost information for services provided by architects, engineers and land surveyors if those services are likely to exceed a cost of \$25,000. This process is known as Qualified Based Selection (QBS). Only after a firm has been selected can a municipality and the selected individual or firm begin negotiations for fees. Using QBS may prevent the local government from finding the best value among firms that meet the necessary qualifications because the traditional bidding system is not allowed.

IML Solution:

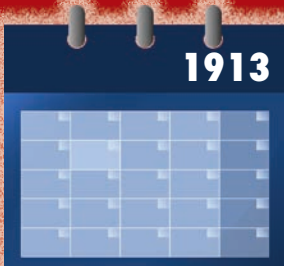
Adopt the federal financial threshold for QBS, which would allow municipalities to use the Request for Qualifications (RFQ) process for projects that cost below \$150,000. This process allows municipalities to use a conventional bidding process for hiring professional services.



IML AT A GLANCE



1,297
COMMUNITIES
REPRESENTED



FOUNDED IN 1913



1,890
2015 CONFERENCE
ATTENDEES

140,096
WEBSITE VISITS
IN 2015



12,776
ANNUAL MAGAZINE
SUBSCRIPTIONS

ABOUT THE IML

Municipalities across Illinois provide critical services that citizens rely upon every day. These local municipalities are uniquely qualified to govern themselves, effectively managing their resources for the benefit of their citizens and the state.

Since 1913, the Illinois Municipal League (IML) has been the collective voice of cities, villages and towns. By educating members about current legislative issues and advocating on their behalf, the IML ensures that local elected officials and their constituents are represented in the decision-making process.

ILLINOIS MUNICIPAL LEAGUE CORE PRINCIPLES

- Maintain Local Control
- Preserve Home Rule Powers
- Oppose Unfunded Mandates
- Preserve the Right of Municipalities to Decide Employee Wages and Benefits
- Protect State-Shared Revenues





Educate. Advocate. Empower.



TOM GRAY
Village President
Chatham
IML President



KAREN DARCH
Village President
Barrington
IML First Vice President



EUGENE WILLIAMS
Village President
Lynwood
IML Sergeant at Arms

Contact Us

Brad Cole, Executive Director

Jenifer L. Johnson, General Counsel

Joe McCoy, Legislative Director

Illinois Municipal League
500 East Capitol Avenue
Springfield, IL 62701
Office: 217.525.1220



www.IML.org



January 4, 2016

CITY OF
Bloomington ILLINOIS
REGULAR AGENDA ITEM NO. 8A

FOR COUNCIL: February 22, 2017

SUBJECT: Consideration of:

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

RECOMMENDATION/MOTION: That the Annual Action Plan for Program Year 42 be approved, the Resolution Authorizing the Filing of a Community Development Program Application for Program Year 42 be approved, and the Mayor and City Clerk authorized to execute the resolution.

STRATEGIC PLAN LINK: Goal #3: Strong Neighborhoods; Goal #2 – Upgrading City Infrastructure

STRATEGIC PLAN SIGNIFICANCE: The Code Enforcement Division and CDBG funding impacts all of the objectives listed under the Strong Neighborhood Goal. Demolishing vacant deteriorated structures discourages crime and preserves property values. Providing vacant lots for new home construction; funds for housing rehabilitation and transitional housing upgrades quality of older housing stock, preserves properties and encourages partnerships with residents and neighborhood associations. Additionally, CDBG funds provide new sewer / water services; better quality of roads and sidewalks which all contribute towards the objectives of Goal #2.

BACKGROUND: On May 1, 2016, the Community Development Division will begin its Program Year 42 (FY 2016-2017). For the past 41 years, the City of Bloomington has applied for funding under the Federal Community Development Block Grant (CDBG) Program, through the Department of Housing and Urban Development (HUD). Since January 25, 2016, a draft of the Program Year 42 Action Plan Executive Summary of proposed activities has been available for review and public comment.

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

- Acquisition / Disposition of Property
- Public Facilities and Improvements
- Demolition
- Public Services
- Rehabilitation
- Code Enforcement
- Economic Development Activities

- Homeownership Assistance
- Relocation
- Planning and Administration

A draft summary of the 2016-2017 Proposed CDBG Activities as part of the Action Plan (i.e. Budget) for Fiscal Year 42, 2016-2017, is provided for your review.

Our Low / Moderate Income area encompasses portions of 5 different wards; in addition, projects have taken place in the remaining 4 wards due to income eligibility. Division activities impact the City-wide community, not just specific neighborhoods.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Copies of the draft Action Plan Executive Summary and notification of the February 22, 2017 Public Hearing were made available for public viewing on the City's web site, at the City Clerk's Office, the Planning and Code Enforcement Office and the Bloomington Public Library.

The public notice and proposed activity list were mailed to over 50 local churches and neighborhood associations located in the Low / Moderate Income areas of the community. The public notice was also sent to the Bloomington Housing Authority for posting at their various properties.

In addition, notification of the availability of the draft Action Plan Executive Summary and February 22, 2016 Public Hearing was published in the January 24, 2016 Pantagraph and PATH sent out the notice January 25, February 8 and February 22 to over 1000 individuals and/or local agencies.

FINANCIAL IMPACT: Delay or lack of approval would result in the loss of approximately \$550,000 in federal grant funds used for several programs benefiting low to moderate income families within the City.

Respectfully submitted for Council consideration.

Prepared by: Jennifer Toney, Grants Coordinator

Reviewed by: Tom Dabareiner AICP, Community Development Director

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Resolution
- Budget
- Overview of Proposed Projects

Motion: That the Annual Action Plan for Program Year 42 be approved by the Council and the Council approve the Resolution Authorizing the Filing of a Community Development Program Application for Program Year 42, and the Mayor and City Clerk authorized to execute the resolution.

Motion: _____ Seconded by: _____

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

RESOLUTION NO. 2016-

RESOLUTION AUTHORIZING THE FILING OF A COMMUNITY DEVELOPMENT
PROGRAM APPLICATION FOR PROGRAM YEAR FORTY-TWO (42)

(May 1, 2016-April 30, 2017)

WHEREAS, it is necessary and in the public interest that the City of Bloomington, otherwise known as the Local Public Agency, avail itself of the financial assistance provided by Title I of the Housing and Community Development Act of 1987, to continue a Community Development Program; and

WHEREAS, it is necessary for the Local Public Agency to certify that it will carry out the provisions of the Housing and Community Development Act of 1974, regulations.

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

That an application on behalf of the City of Bloomington for a grant under said Title I in the amount of \$549,498.00 (estimated) as the full amount available for undertaking and financing the forty-second (42nd) increment of such program is hereby approved: and

1. The City Manager is hereby authorized and directed to execute and to file such application with the Department of Housing and Urban Development; to act as the certifying officer and assure the status of a responsible Federal Official under the National Environmental Protection Act of 1969; to act as the assuring officer for the City of Bloomington that the Local Point Agency shall comply with those items listed on HUD application forms.

2. The Counsel for the Code Enforcement Division is hereby authorized and directed to file legal certification.

3. The Director of Planning and Code Enforcement, Code Enforcement Division, is hereby authorized and directed to provide such additional information and to furnish such documents as may be required on behalf of the Department of Housing and Urban Development, and to act as the authorized correspondent of the City of Bloomington.

4. The City Clerk is hereby authorized and directed to certify such documents as needed by the Department of Housing and Urban Development on behalf of the City of Bloomington.

Adopted this 22nd day of February, 2016.

Approved this ____ day of March, 2016.

Tari Renner
Mayor

Attest: _____
Cherry Lawson
City Clerk

Exhibit #1 - PY42 CDBG Budget Breakdown Per Accounting Code

Account Code	Fund	Organization	Account Name	Revision
22402410-53110	Community Development (CD)	CD Administration	Federal Grants	\$ (549,498.00)
22402410-70220	Community Development (CD)	CD Administration	Other Professional and Technical Services	\$ 11,000.00
22402410-70610	Community Development (CD)	CD Administration	Advertising	\$ 3,000.00
22402410-70632	Community Development (CD)	CD Administration	Professional Development	\$ 3,500.00
22402410-70690	Community Development (CD)	CD Administration	Other Purchased Services	\$ 1,000.00
22402410-71010	Community Development (CD)	CD Administration	Office Supplies	\$ 750.00
22402410-71017	Community Development (CD)	CD Administration	Postage	\$ 750.00
22402410-71410	Community Development (CD)	CD Administration	Books	\$ 400.00
22402410-71420	Community Development (CD)	CD Administration	Periodicals	\$ 350.00
22402430-70632	Community Development (CD)	CD Rehabilitation	Professional Development	\$ 4,000.00
22402430-70642	Community Development (CD)	CD Rehabilitation	Recording Fees	\$ 500.00
22402430-70690	Community Development (CD)	CD Rehabilitation	Other Purchased Services	\$ 3,500.00
22402430-79020	Community Development (CD)	CD Rehabilitation	Rehab Loans	\$ 212,200.00
22402430-79130	Community Development (CD)	CD Rehabilitation	Rehab Grants	\$ 40,000.00
22402440-70651	Community Development (CD)	CD Capital Improvements	Demolition	\$ 144,868.00
22402440-70690	Community Development (CD)	CD Capital Improvements	Demolition/Other	
22402450-70690	Community Development (CD)	CD Community Services	Purchased Services	\$ 20,000.00
22402450-79130	Community Development (CD)	CD Community Services	Other Purchase Services	\$ 30,000.00
			Grants	\$ 73,680.00
			Total Expenses	\$ 549,498.00
			Total CDBG Revenue	\$ (549,498.00)

NOTE: Code 22402410-53110 is an estimate based on FY41 the funding level. Codes 22402430-79020 and 22402440-70651 will be adjusted accordingly should the PY42 funding level be higher or lower.

Community Development will not seek additional funding from the General Fund for these projects. All project expenses will be covered with CDBG funds or Program Income.

AP-35 Projects – 91.220(d)

Introduction

The overriding goal of all projects and activities completed with CDBG funding is to strengthen the quality of life for Bloomington residents and their neighborhoods. The City will continue to utilize CDBG funds to support activities that will work towards this goal. The following projects have been selected for implementation during Program Year 42.

#	Project Name
1	Rehabilitation Grants and Loans
2	Rehabilitation Service Delivery Costs
3	Administration and General Management
4	Demolition Program
5	Public Services
6	Infrastructure/Public Services
7	West Bloomington Revitalization Project

Table 8 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

HUD requires CDBG jurisdictions to expend a minimum of 70% of CDBG funding on low and moderate income persons. The City selects projects with this requirement in mind. Additionally, provided in the 2015-2020 Consolidated Plan supports the need for housing, public service and infrastructure/public facility projects in low-income census tracts. The majority of activities/funding outlined in this Action Plan will benefit households in the West Bloomington Revitalization Project service areas and other low-income areas of the City.

Projects

AP-38 Projects Summary

Project Summary Information

Table 9 – Project Summary

1	Project Name	Rehabilitation Grants and Loans
	Target Area	WEST BLOOMINGTON REVITALIZATION PROJECT AREA Low and moderate income areas outside of West Bloomington Revitalization Project
	Goals Supported	Decent Housing - Rehabilitation West Bloomington Revitalization Project
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$242,200
	Description	This project will provide funding to low and moderate income households for necessary/emergent home repairs. The majority of homeowners will receive assistance in the form of a 0% interest deferred loan with the balance deferred as long as the beneficiary remains owner-occupant of the home. Grants will be provided on a very limited basis. The City will continue its partnership with AMBUCS, providing grants to disabled individuals for accessibility ramps. The budget breakdown is \$217,200 for loans and \$25,000. These totals include estimated funding from PY41 carry-forward and program income for PY42. Should the estimates be higher or lower than anticipated, the totals will be adjusted accordingly.
	Target Date	4/30/2017

	Estimate the number and type of families that will benefit from the proposed activities	Approximately 23 households will receive assistance from this project - 20 loans/3 grants. The variable cost of each project due to scope of work required and fluctuating costs of building materials makes it very difficult to determine an exact number of households. Households with an annual income of 80% or less of the Area Media Income (AMI) are eligible to receive assistance through this program. HUD income guidelines are typically updated in February. The City has a waiting list it will utilize for the activities under this project. Should the list be exhausted during PY42, the application process will be re-opened with new program guidelines. The goal of the new guidelines to put procedures in place that will eliminate residents remaining on a waiting list for several years. The new process will be submitted to HUD for approval prior to implementation. The partnership with AMBUCS will assist disabled individuals.
	Location Description	Activities will take place in the West Bloomington Revitalization Project area and scattered sites throughout the City. See the Maps section of the Appendix for potential 2016-2017 project locations.
	Planned Activities	Scope of work will be limited to moderate rehabilitation on single-family, owner-occupied homes. Homeowners will receive assistance through 0% interest deferred loans. Loan repayment is not required as long as the beneficiary remains the owner-occupant. Homeowners interested in paying off the loan are allowed to make payments under the 0% interest loan terms. Grants will be provided on a very limited basis.
2	Project Name	Rehabilitation Service Delivery Costs
	Target Area	WEST BLOOMINGTON REVITALIZATION PROJECT AREA Low and moderate income areas outside of West Bloomington Revitalization Project
	Goals Supported	Decent Housing - Rehabilitation
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$8,000
	Description	This activity will fund expenses the City incurs while operating the Housing Rehabilitation Loan Program. Examples of expenditures include but are not limited to: rehabilitation staff training, license renewal fees and refresher courses, lead testing, and credit check for loan applicants.
	Target Date	4/30/2017

	Estimate the number and type of families that will benefit from the proposed activities	The number and type of families assisted through this project will be the same as those assisted through the Rehabilitation Loan Program - approximately 20. Numbers will be reported to HUD through the individual rehabilitation activities.
	Location Description	Locations to be determined at a later date.
	Planned Activities	The Rehab Specialist plans to attend the HUD's Environmental Review Training tentatively scheduled for late June in addition to any other pertinent training. Lead testing will be performed on all rehabilitation projects as required per HUD guidelines. The City maintains an account with a credit service which it uses to ensure loan applicants do not have any federal judgments against them making them ineligible to receive federal assistance. Credit score is not used to determine program eligibility.
3	Project Name	Administration and General Management
	Target Area	
	Goals Supported	Decent Housing - Rehabilitation Sustainable Living Environment - Demolition Sustainable Living Environments - Emergency Grant Sustainable Living Environment - Continuum of Care Suitable Living Environment - Public Services Creating Economic Opportunity - Job/Life Skills Suitable Living Environment - Public Facilities West Bloomington Revitalization Project
	Needs Addressed	Affordable Housing Homelessness Non-Housing Community Development
	Funding	CDBG: \$20,750
	Description	This activity is used for expenditures required for general administration of the grant and all its projects. Examples of expenses covered under this project include but are not limited to postage, advertising, professional development, office supplies, and contracted services. Additionally, funding for job and life-skills training for Bloomington Housing Authority residents, required by Section 3, is included in this project for PY42.
	Target Date	4/30/2017

	Estimate the number and type of families that will benefit from the proposed activities	Numbers for this project will be captured from the individual activities.
	Location Description	Not applicable.
	Planned Activities	There will be no specific activities under this project. It will support the overall administration of the CDBG grant.
4	Project Name	Demolition Program
	Target Area	WEST BLOOMINGTON REVITALIZATION PROJECT AREA Low and moderate income areas outside of West Bloomington Revitalization Project
	Goals Supported	Decent Housing - Rehabilitation Sustainable Living Environment - Demolition
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$154,868
	Description	This project will help eliminate slum and blight conditions of deteriorated structures by funding demolition and clearance of accessory structures and/or dwellings. Buildable lots will be donated to organizations such as YouthBuild and Habitat for Humanity for new construction of affordable homes. Non-buildable lots will be donated to not-for-profit organizations for use as green space or equally divided and deeded to adjacent land owners. The project budget includes estimated funding from PY41 carry-forward and program income for PY42. Should the estimates be higher or lower than anticipated, the total will be adjusted accordingly.
	Target Date	4/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	The activities under this project will benefit 5-7 low and/or moderate income families.
	Location Description	Lots are cleared on a spot-basis.
	Planned Activities	Demolition and clearance of 5-7 properties within the limits of the City of Bloomington.

5	Project Name	Public Services
	Target Area	WEST BLOOMINGTON REVITALIZATION PROJECT AREA Low and moderate income areas outside of West Bloomington Revitalization Project
	Goals Supported	Sustainable Living Environments - Emergency Grant Sustainable Living Environment - Continuum of Care Suitable Living Environment - Public Services
	Needs Addressed	Affordable Housing Homelessness Non-Housing Community Development
	Funding	CDBG: \$83,680
	Description	Activities under this project will assist local organizations enhance the quality of life for residents of Bloomington through Public Service projects.
	Target Date	4/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	Then number of program beneficiaries will vary based on each individual public service funded. Based on previous years, we anticipate assisting approximately 1300 program beneficiaries.
	Location Description	Locations will vary depending on the service provided.

	Planned Activities	PATH - Funding to support 2 FTE positions assisting the homeless- Homeless Outreach Worker (\$14,000)/Housing and Benefits Specialists (\$9,680) - Emergency Grant Program (\$20,000) Heartland Head Start - Early Head Start Playground (\$10,000) Mid Central Community Action - Neighborhood Safety and Security/Resident Officer Program (\$5,000) Partners for Community - Recycling Furniture for Families (\$5,000) Peace Meals Senior Nutrition - Congregate and Home-delivery of meals for seniors (\$20,000)
6	Project Name	Infrastructure/Public Services
	Target Area	WEST BLOOMINGTON REVITALIZATION PROJECT AREA Low and moderate income areas outside of West Bloomington Revitalization Project
	Goals Supported	Suitable Living Environment - Public Facilities
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$80,000
	Description	This project will provide funding for roof replacement at 315 Stillwell. The property, owned by Bloomington Housing Authority (BHA), is currently vacant. BHA plans to convert the building from its previous use as a child care center to administration office space. BHA administration is currently located on the first floor of Woodhill Towers and occupies four apartments that will available at an affordable rent once the renovations are completed at 315 Stillwell.
	Target Date	4/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	This project will benefit approximately 1,100 low and moderate income individuals either seeking future assistance or currently receiving housing services from the Bloomington Housing Authority.

	Location Description	315 Stillwell, Bloomington, IL
	Planned Activities	Roof replacement at 315 Stillwell is the only activity planned under this project.
7	Project Name	West Bloomington Revitalization Project
	Target Area	WEST BLOOMINGTON REVITALIZATION PROJECT AREA Low and moderate income areas outside of West Bloomington Revitalization Project
	Goals Supported	Decent Housing - Rehabilitation West Bloomington Revitalization Project
	Needs Addressed	Affordable Housing Non-Housing Community Development
	Funding	CDBG: \$15,000
	Description	This project will support two West Bloomington Revitalization Projects programs - Facade and Tool Library.
	Target Date	4/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	The Facade Program will benefit 7-10 low and moderate homeowners located in the WBRP service area.
	Location Description	Locations for the Facade program are undetermined at this time. The Tool Library is located at 801 W. Washington, Bloomington.
	Planned Activities	The Facade Program will assist 7-10 homeowners with exterior repairs. The majority of repairs will be completed the week of July 4th in conjunction with a program called WorkCamp. WorkCamp, sponsored through a local church, chose to partner with WBRP for the 2016 program. WorkCamp will bring hundreds of youth volunteers to the community to complete up to 80 home improvement projects. While the Facade program focuses on exterior repairs only, WorkCamp is offering interior repairs and maintenance as well. The Tool Library will provide free tool loans to both homeowners and renters. The service is open to everyone but primarily used by Westside residents. In addition to tool loans, the Tool Library will sponsor at least four educational workshops.

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

FOR COUNCIL: February 22, 2016

SUBJECT: Consideration of approving an Intergovernmental Revenue Sharing Agreement between the County of McLean, the City of Bloomington and the Town of Normal.

RECOMMENDATION/MOTION: That the Intergovernmental Revenue Sharing Agreement be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND:

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

To effectuate the transfer of the .25% set forth in Ordinance No. 2015-62, representatives from the County, Town and City have been working on this Intergovernmental Agreement to set forth the terms and conditions on the transfer and use of the money. A few of the key terms of the Intergovernmental Agreement are as follows:

- The County is required to use the shared revenues for only: (1) debt service relating to expansion and renovation of the McLean County Law & Justice Center Detention Facilities; (2) County Government criminal justice services related to expanded and renovated detention facility operations for behavioral health services; and (3) community behavioral health initiatives, services and programs consistent with the McLean County Behavioral Health Action Plan including provisions for an electronic integrated case-management system to be used by Town and City public-safety agencies.
- The McLean County Behavior Health Coordinating Council will be created to help advise the County on its budgeting as it relates to the shared revenues and both the Town and City will have representatives on this Council.

- Both the City and Town will begin paying sales tax collected from the increase that went into effect on January 1, 2016, within 30 days of receipt. The first payment is likely to be received in April 2016.
- The shared revenues are to be maintained in a separate account by the County known as the County Special Mental Health and Public Safety Fund.
- The County will provide a financial report to the City upon request and annually concerning the Fund and its disbursements.
- The term of the Intergovernmental Agreement is 20 years.
- If there is a change in the law that materially impacts the ability of the City to collect the home-rule sales tax, or there is a material decrease in the County's need for the sales tax sharing, the agreement is to be renegotiated in good faith.
- If the City ever lowers the home-rule sales tax to 1.5% or less, the City is obligated to negotiate in good faith a new agreement that assist the County in paying its related bond obligations.

The County approved the Intergovernmental Agreement on February 16, 2016, and the Town is set to consider it on March 12, 2016.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: An opportunity for special public input and presentation on the sales tax increase and proposed revenue sharing with the County was held on September 14, 2015.

FINANCIAL IMPACT: Upon adoption of this agreement the City will transfer to Mclean County .25% of the Home Rule Sales Tax revenue estimated to be \$2.4M annually.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R Jurgens, Corporation Counsel

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

Recommended by:



David A. Hales
City Manager

Attachments:

- Intergovernmental Agreement
-

Motion: That the Intergovernmental Revenue Sharing Agreement 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 Mwilambwe			
Alderman Buragas				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower							
				Mayor Renner			

Intergovernmental Revenue Sharing Agreement

**Between the
County of McLean,
the City of Bloomington, and
The Town of Normal**

This agreement is dated April 1, 2016 and is between the COUNTY OF McLEAN ("County"), the CITY OF BLOOMINGTON ("City"), and the TOWN OF NORMAL ("Town").

WHEREAS, the United States Department of Justice, through a subdivision thereof known as the National Institute of Corrections evaluated the growing number of citizens from our community who suffer from mental illness who find themselves interacting with our community's criminal justice system; and

WHEREAS, the National Institute of Corrections issued two reports on the matter. The first, technical report No. 13J1032 titled *Options & Opportunities* on January 6, 2013, and the second, technical assistance report No. 13J1069 titled *Jail Mental Health Design and Programming* on July 23-26, 2013; and

WHEREAS, the aforementioned reports found that "publicly funded mental health facilities have closed permanently and/or access to outpatient treatment has been reduced to the point where many people have lost access to vitally needed services. As a result, many people suffering from mental illness are incarcerated for the first time and many others are re-incarcerated following stable community living"; and

WHEREAS, technical assistance report No. 13J1069 indicated that "jails have become the primary safety net for people suffering from mental illness. This further exacerbates community barriers causing mentally ill stigma by the added title 'criminal' to these already 'left-out' community members"; and

WHEREAS, the aforementioned reports found that the McLean County Adult Detention Facility ("MCDF") was not designed for nor is it adequately staffed to manage this growing population of mentally ill; and

WHEREAS, specific to our community, the U.S. Department of Justice found that the “current local community mental health delivery system is ineffective in significantly reducing suffering of its citizens or in reducing mentally ill involvement in the criminal justice system. It is clearly unable to provide timely or adequate levels of services to meet the needs of the community without significant changes and determined commitment among government officials and community leaders”; and

WHEREAS, acknowledging this great need of the community, and in an effort to protect and provided necessary services to our citizens, government officials and community leaders convened two interagency, public-private workgroups. These workgroups identified the long-term objective and necessity to “create a community-wide commitment to diversified funding for Mental Health Services”; and

WHEREAS, in an effort to meet that stated necessity, the Town of Normal, City of Bloomington and County of McLean endeavored to provide the funds necessary to achieve such a worthy long-term objective; and

WHEREAS, the Town of Normal and City of Bloomington are home rule units of government and, as such, Article 7, Section 6(a) of the Constitution of the State of Illinois of 1970 provides them the authority to “exercise any power and perform any function pertaining to its government and affairs including” the power “to tax”; and

WHEREAS, sections 8-11-1 and 8-11-5 of the Illinois Municipal Code allow the Town of Normal and the City of Bloomington to impose a Home Rule Retailer occupation Tax and a Home Rule Service Occupation Tax, respectively; and

WHEREAS, neither State statute nor the Illinois Constitution restricts the Town of Normal nor the City of Bloomington from pledging to share with the County a portion of tax revenue received under sections 8-11-1 or 8-11-5 of the Illinois Municipal Code; and

WHEREAS on September 8, 2015, the Town of Normal found that it is in the best interests of the health, safety, and welfare of the citizens of the Town of Normal to increase the rate of its Home Rule Retailer Occupation Tax and Home Rule Service Occupation Tax to 2.5% beginning January 1, 2016 in part to help fund mental-health services; and

WHEREAS, the Town of Normal by ordinance dedicated 10% of its 2.5% Home Rule Retailer Occupation Tax and Home Rule Service Occupation Tax “to the County of McLean for purposes of mental health and public safety”; and

WHEREAS on September 21, 2015, the City of Bloomington found that it is in the best interests of the health, safety and welfare of the citizens of the City of Bloomington to increase the rate of its Home Rule Retailer Occupation Tax and Home Rule Service Occupation Tax to 2.5% beginning January 1, 2016 in part to help fund mental health services; and

WHEREAS, the City of Bloomington by ordinance dedicated 10% of its 2.5% Home Rule Retailer Occupation Tax and Home Rule Service Occupation Tax “to the County of McLean for purposes of mental health and public safety”; and

WHEREAS, the City of Bloomington is a unit of local government as defined in Article VII, Section 1 of the Constitution of the State of Illinois of 1970. The Town of Normal is a unit of local government as defined in Article VII, Section 1 of the Constitution of the State of Illinois of 1970. The County of McLean is a unit of local government as defined in Article VII, Section 1 of the Constitution of the State of Illinois of 1970; and

WHEREAS, pursuant to Article VII, Section 10 of the Constitution of the State of Illinois of 1970, units of local government have the authority to contract or otherwise associate among themselves to obtain or share services and exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, pursuant to Section 5 of the Intergovernmental Cooperation Act (found at 5 ILCS 220/1 *et seq.*), any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking or to combine, transfer, or exercise any powers, functions, privileges, or authority which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be approved by the governing bodies of each party to the contract; and

The parties agree as follows:

Article 1. Definitions, Purpose, and Term

Section 1-1. Definitions. As used in this agreement:

“City Rate Ordinance” means City Ordinance, No. 2105-62, passed on September 21, 2015

“Home Rule Sales Tax” means (i) for the Town, the home rule municipal retailers’ occupation tax and the home rule service occupation tax imposed under Section 25.9-1 of the Municipal Code of the Town of Normal, 1969 and (ii) for the City, the home rule municipal retailers’ occupation tax and the home rule service occupation tax imposed under Chapter 39, Section 130 of the Bloomington City Code.

“IDOR” means the Illinois Department of Revenue.

“Net Tax Proceeds” means the Home Rule Sales Tax proceeds remitted to the Town or City by IDOR under Division 11 of Article 8 of the Illinois Municipal Code from its collection of the Town’s or City’s Sales Tax.

“Pledged Revenue” means the portion of the Net Tax Proceeds remitted to the County by the Town and by the City under Article 2 of this Agreement.

“Town Rate Ordinance” means Town Ordinance, No. 5596, passed on September 8, 2015

Section 1-2. Purpose and intent.

(a) The purpose and intent of this agreement is to memorialize the commitment that the City and Town have made to provide the County with revenues collected from the Town and City’s Home Rule Sales Tax for the County to use solely for the purposes of mental health and public safety. The amount of revenues provided to the County are specified in the City Rate Ordinance and the Town Rate Ordinance and set forth below.

(b) The County agrees to use these revenues exclusively for mental health and public safety purposes as more particularly described in Article III.

Section 1-3. Term. The term of this agreement begins on April 1, 2016 and continues through May 31, 2036.

Article 2. City and Town Obligations

Section 2-1. Payment of Pledged Revenues.

(a) Each month, the City and the Town will pay to the County the Pledged Revenue, as calculated under Section 2-2.

(b) The Pledged Revenue must be remitted within 30 days after the date that the City or the Town receives the Net Tax Proceeds from IDOR.

(c) The obligation of the City or the Town to begin to remit the Pledged Revenue begins on the first month that the City or the Town receives the Net Tax Proceeds from IDOR of Home

Rules Sales Taxes collected at the 2.5% rate. (The parties estimate that the City and the Town will receive these proceeds beginning in April of 2016.) The obligation of the City or the Town to remit the Pledged Revenue continues until that municipality has made a total of 240 monthly payments.

Section 2-2. Calculation of Pledged Revenues.

(a) The parties intend that the amount of the Pledged Revenue remain proportionate to the distribution to the County set forth in the City Rate Ordinance and in the Town Rate Ordinance, which is 10% of the Net Tax Proceeds collected at a rate of 2.5%.

(b) If, in any month, the Home Rule Sales Tax of the City or the Town is collected at the tax rate of 2.5%, then the amount of the Pledged Revenue for that municipality for that month is 10% of the Net Tax Proceeds received by the municipality for that month.

(c) If, in any month, the Home Rule Sales Tax of the City or the Town is collected at a rate other than 2.5%, then the amount of the Pledged Revenue for that municipality for that month is identified in Schedule A attached to this Agreement.

Section 2-3. Changes in Law or Circumstances. The parties agree to negotiate in good faith to amend this agreement accordingly if any of the following occur:

(1) Due to State or federal law, administrative regulations, or referendum, the Town's or the City's ability to impose or receive Home Rule Sales Tax is materially altered; or

(2) There is a material decrease in the County's need for future Pledged Revenues for the expenses set forth in Section 3-2.

Section 2-4. Reduction in Tax Rate.

(a) The parties acknowledge that the County has incurred debt obligations in anticipation of receiving the Pledged Revenue under this agreement.

(b) If, for any reason other than those set forth in Section 2-3, the City or the Town reduces the rate of this Home Rule Sales Tax to a rate of 1.5% or less, then the parties agree to negotiate in good faith to amend this agreement for the purpose of providing funding to the County to assist in the repayment of the County's bond obligations incurred in reliance on this Agreement.

(c) The reduction of a rate under this Section does not relieve the City or Town from providing Pledged Revenues until the Net Tax Proceeds collected on the rate of 1.5% or lower are remitted to the City or Town.

(d) The City or Town will provide the County with advanced notice, as soon as practical, of any intention to reduce the Home Rule Sales Tax rate to an amount of 1.5% or less.

Section 2-5. No obligation to remit other tax proceeds. Nothing in this Agreement obligates the City or the Town to remit to the County any tax proceeds or any other moneys disbursed by IDOR or by the State other than the Home Rule Sales Tax.

Article 3. County Obligations

Section 3-1. Pledged Revenues maintained in separate fund.

(a) During the term of this agreement, the County shall maintain a fund, separate from its other funds, known as the County Special Mental Health and Public Safety Fund.

(b) The County must deposit the Pledged Revenue into the Fund and may not deposit any other monies from any source other than the Pledged Revenue into the Fund.

(c) The County may use monies from the Fund only for the purposes set forth in Section 3-2.

Section 3-2. Use of Pledged Revenues. The County may use the Pledged Revenue only for the following purposes:

(a) Debt service relating to expansion and renovation of the McLean County Law & Justice Center Detention Facilities.

(b) County Government criminal justice services related to expanded and renovated detention facility operations for behavioral health services.

(c) Community behavioral health initiatives, services and programs consistent with the McLean County Behavioral Health Action Plan, including provisions for an electronic integrated case-management system to be used by Town and City public-safety agencies.

Section 3-3. Budgeting of Pledged Revenues. The County shall budget the Pledged Revenue through its normal and customary budgeting process. During the process of budgeting the Pledged Revenue, the County shall seek the advice of the McLean County Behavior Heath Coordinating Council (MCBHCC) which is described in the McLean County Behavioral Health Action Plan. The Town and the City shall nominate one representative, each, to the MCBHCC. The McLean County Board agrees to appoint those nominated by the Town and the City to the MCBHCC.

Section 3-4. Reporting. During the term of the agreement, the County shall provide to the City and Town a financial report upon request and annually providing information on disbursements made from the County Special Mental Health and Public Safety Fund, including type of utilization as outlined in Article III and identification of funded initiatives as outlined in this Article.

Article 4. Default and Remedies

Section 4-1. Default by City or Town. Any of the following acts or omissions by the City or Town constitutes a default:

(a) Failure to remit pledged revenue to the McLean County Treasurer in accordance with the provisions of this Agreement.

(b) Any other failure on the part of the Town or City to comply with the terms of this Agreement.

Section 4-2. Default by County. Any of the following acts or omissions by the County constitutes a default:

(a) Use of Pledged Revenue for any purpose inconsistent with the terms and conditions of this Agreement.

(b) Any other failure on the part of the County to comply with the terms and conditions of this Agreement.

Section 4-3. Notice and opportunity to cure. Any party asserting a default against another party shall deliver written notice to that party of the nature of the alleged default and shall demand performance. The party asserting default may resort to the remedies under Section 4-4 if, within 45 days after the delivery of the default notice, the defaulting party has failed to cure the default in accordance with the demand set forth in the notice.

Section 4-4. Remedies. If, within 45 days after delivery of a default notice under Section 4-3, the defaulting party fails to cure the default in accordance with the demand for performance set forth in the notice, the demanding party, without further notice, may resort to any and all remedies available at law or in equity, including specific performance.

Article 5. General Provisions

Section 5-1. Amendment. This Agreement may be amended only by the mutual consent of all parties provide through the adoption by each party of an ordinance or resolution approving said amendment as provided by law, and by the execution of said amendment by the parties.

Section 5-2. No Third-Party Beneficiaries. This Agreement is for the exclusive benefit and convenience of the parties hereto. No provision of this Agreement shall in any way inure to the benefit of any third person, including the public at large, so as to constitute any such person a

third-party beneficiary of the Agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

Section 5-3. Assignability. The parties may not assign this agreement or any right or obligation thereunder without prior written consent of all the parties, which shall not be unreasonably withheld.

Section 5-4. Integration. This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to the subject matter.

Section 5-5. Severability. If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, that provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain operative and binding on the parties.

Section 5-6. Applicable Law. This Agreement shall be construed in accordance with the laws and decisions of the State of Illinois.

Section 5-7. Notices. All notices herein shall be in writing and shall be deemed to be effective as of the date of actual delivery if by personal delivery or as of the third day from and including the day of posting if mailed by certified or registered mail return receipt requested with postage prepaid. Notices shall be delivered as follows or to any replacement parties as may from time to time be identified by written notice.

To the City:

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

To the Town:

Town of Normal
Attention: City Manager
11 Uptown Circle
Normal, IL 61761

To the County:

McLean County
Attention: County Administrator
115 E. Washington Street, Suite 401
Bloomington, IL 61701

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The parties are signing this agreement as of the date set forth in the introductory clause.

City of Bloomington By: _____ Mayor ATTEST: By: _____ City Clerk	County of McLean By: _____ County Board Chairman ATTEST: By: _____ County Clerk
Town of Normal By: _____ Mayor ATTEST: By: _____ Town Clerk	

SCHEDULE A

Home Rule Sales Tax Rate	Amount of Pledged Revenue
1.50% or below 1.50%	To be determined
1.75%	14.28% of Net Tax Proceeds
2.00%	12.50% of Net Tax Proceeds
2.25%	11.11% of Net Tax Proceeds
2.50%	10% of Net Tax Proceeds
2.75%	9.09% of Net Tax Proceeds
3.00%	8.33% of Net Tax Proceeds
3.25%	7.69% of Net Tax Proceeds
3.50%	7.14% of Net Tax Proceeds
3.75%	6.66% of Net Tax Proceeds
4.00%	6.25% of Net Tax Proceeds
4.25%	5.88% of Net Tax Proceeds
4.50%	5.55% of Net Tax Proceeds
4.75%	5.26% of Net Tax Proceeds
5.00%	5.00% of Net Tax Proceeds
5.25%	4.76% of Net Tax Proceeds
5.50%	4.54% of Net Tax Proceeds
5.75%	4.34% of Net Tax Proceeds
6.00%	4.16% of Net Tax Proceeds

CITY OF
Bloomington ILLINOIS
REGULAR AGENDA ITEM NO. 8C

FOR COUNCIL: February 22, 2016

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

RECOMMENDATIONS/MOTIONS:

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

STRATEGIC PLAN LINK: Goal 3: Grow the Local Economy; Goal 4: Strong Neighborhoods; Goal 5: Great Place – Livable, Sustainable City.

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

BACKGROUND & OVERVIEW: The City hired Tax Increment Finance (TIF) consultant Peckham Guyton Albers & Viets (PGAV) to conduct the required eligibility study and draft the “Empire Street Corridor Redevelopment Project Area Tax Increment Financing Redevelopment Plan” (“the Redevelopment Plan”). The purpose of the study and plan were to consider the feasibility of establishing a TIF District in the Empire Street Corridor. Upon determination that this area met the eligibility requirements for a TIF District, the process was started to formally approve and establish the TIF District.

Per the Tax Increment Allocation Redevelopment Act, Illinois Compiled Statutes, Chapter 65, Section 5/11-74.4-1 et. seq. (“the TIF Act”), as amended, the following required procedural steps have been completed:

- An Ordinance (#57) proposing the establishment of a TIF District was approved on August 24, 2015.
- A Joint Review Board (JRB) was convened on January 6, 2016 to consider the Redevelopment Plan. The JRB voted unanimously to support the Redevelopment Plan with all members voting “aye” and recommending that the Redevelopment Plan be considered by the City Council and that the City Council should proceed with establishing the proposed TIF District.
- A Public Hearing in front of the City Council, to consider the Redevelopment Plan, was convened and closed on February 8, 2016.
- The required waiting period of no less than 14 days and no longer than 90 days after the Public Hearing to approve the TIF District has been observed.

At this point, all necessary statutory requirements of the TIF Act have been fulfilled, and staff has placed the necessary ordinances on the City Council agenda to approve the Redevelopment Plan and designate the area for tax increment redevelopment financing.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In compliance with the TIF Act, staff has sent the required notifications related to the proposed TIF District to all of the affected taxing bodies, the Illinois Department of Commerce and Economic Opportunity, residents within 750 feet of boundary of the TIF District, and to property owners inside the boundaries of the TIF District. The City also facilitated a meeting of the Joint Review Board on January 6, 2016 and held a Public Hearing on February 8, 2016.

A copy of the Redevelopment Plan was placed on file in the City Clerk’s Office on November 30, 2015. Staff also created a webpage on the City’s website where the Redevelopment Plan and other information related to the proposed Empire Street Corridor Redevelopment Project Area can be viewed by the public: www.cityblm.org/TIF

FINANCIAL IMPACT: None at this time.

Respectfully submitted for Council consideration.

Prepared by:	Austin Grammer, Economic Development Coordinator
Reviewed by:	Tom Dabareiner AICP, Community Development Director
Financial & budgetary review by:	Chris Tomerlin, Budget Analyst Carla Murillo, Budget Manager
Legal review by:	Kathleen Field Orr, Counsel for Economic Development
Recommended by:	



David A. Hales
City Manager

Attachments:

- Ordinance approving the TIF Redevelopment Plan for the Empire Street Corridor Redevelopment Project Area.
- Tax Increment Financing Redevelopment Plan – Empire Street Corridor RDA Project
- Ordinance designating the proposed Empire Street Corridor Redevelopment Project Area, a Redevelopment Project Area pursuant to the Tax Increment Allocation Redevelopment Act.
- Property Identification Number (PIN) List, Owner and 2014 EAV
- Ordinance adopting Tax Increment Allocation Financing for the Empire Street Corridor Redevelopment Project Area.

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

Motion: _____ Seconded by: _____

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

Ordinance No. 2016-

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

WHEREAS, the Mayor and City Council (collectively, the “*Corporate Authorities*”) of the City of Bloomington, McLean County, Illinois (the “*Municipality*”), have determined that the stable economic and physical development of the Municipality is endangered by the presence of blighting factors as often manifested by obsolete structures, by progressive and advanced deterioration of structures and site improvements, by a lack of physical maintenance of such structures, excessive vacancies, inadequate utilities, and by a decline in the equalized assessed value, all of which impair the value of private investments, threaten the sound growth and the tax base of the Municipality and the taxing districts having the power to tax real property in the Municipality (the “*Taxing Districts*”), and threaten the health, safety, morals, and welfare of the public; and,

WHEREAS, the Corporate Authorities have determined that in order to promote and protect the health, safety, morals, and welfare of the public, blighting factors and conditions in the Municipality need to be eradicated and redevelopment of the Municipality be undertaken in order to remove and alleviate adverse conditions, encourage private investment, and restore and enhance the tax base of the Municipality and the Taxing Districts; and,

WHEREAS, the Municipality has authorized an eligibility study to determine whether the proposed Empire Street Corridor Redevelopment Project Area (the “*Proposed Area*”) qualifies as a “redevelopment project area” pursuant to the Illinois Tax Increment Allocation Redevelopment Act (the “*TIF Act*”) 65 ILCS 5/11-74.4-1, *et seq.*; and,

WHEREAS, the Municipality has heretofore evaluated various lawfully available programs to provide such assistance and has determined that the use of tax increment allocation financing is necessary to achieve the redevelopment goals of the Municipality for the Proposed Area; and,

WHEREAS, the Municipality has been advised by PGAV PLANNERS, in November of 2015, that the Proposed Area qualifies as a “redevelopment project area” as a “conservation area” under Section 11-74.4-3 of the TIF Act; and,

WHEREAS, it is therefore concluded by the Corporate Authorities that the Proposed Area remains qualified as a “conservation area” under Section 11-74.4-3 of the TIF Act as of the date hereof; and,

WHEREAS, the Municipality has further caused the preparation of and made available for public inspection the Empire Street Corridor Tax Increment Financing Redevelopment Plan which includes a proposed redevelopment plan for the Proposed Area (the “*Plan*”); and,

WHEREAS, the Plan sets forth in writing the program to be undertaken to accomplish the objectives of the Municipality and includes estimated redevelopment project costs for the Proposed Area, evidence indicating that the Proposed Area on the whole has not been subject to growth and development through investment by private enterprise, an assessment of the financial impact of the Proposed Area on or any increased demand for services from any taxing district affected by the Plan, the sources of funds to pay costs, the nature and term of any obligations to be issued, the most recent equalized assessed valuation of the Proposed Area, an estimate as to the equalized assessed valuation after redevelopment, the general land uses to apply in the Proposed Area, and a commitment to fair employment practices and an affirmative action plan, and the Plan accordingly complies in all respects with the requirements of the TIF Act; and,

WHEREAS, pursuant to Section 11-74.4-5 of the TIF Act, the Corporate Authorities by an ordinance #85 adopted on December 14, 2015, called a public hearing (the "*Hearing*") relative to the Plan and the designation of the Proposed Area as a redevelopment project area under the TIF Act, and fixed the time and place for such Hearing for the 8th day of February 2016, at 7:00 p.m., at the Bloomington City Hall, 109 East Olive Street, Bloomington, Illinois; and,

WHEREAS, due notice in respect to such Hearing was given pursuant to Sections 11-74.4-5 and 11-74.4-6 of the TIF Act, said notice, together with a copy of the Plan, was sent to the Taxing Districts and to the Illinois Department of Commerce and Economic Opportunity of the State of Illinois by certified mail on December 18, 2015, was published on January 20, 2016 and January 27, 2016, and sent by certified mail to taxpayers within the Proposed Area on January 26, 2016; and,

WHEREAS, the Municipality has established and published an "interested parties registry" for the Proposed Area in compliance with the requirements of the TIF Act; and,

WHEREAS, the Municipality gave such notice to all persons and organizations who have registered for information with such registry, all in the manner and at the times as provided in the TIF Act; and,

WHEREAS, the Municipality gave due notice of the availability of the Plan to all residents within 750 feet of the boundaries of the Proposed Area, in compliance with the requirements of the TIF Act; and,

WHEREAS, the Municipality convened a Joint Review Board, as required by and in all respects in compliance with the provisions of the TIF Act; and,

WHEREAS, the Joint Review Board met at the time and as required by the TIF Act, and reviewed the public record, planning documents, and a form of a proposed ordinance approving the Plan; and,

WHEREAS, the Joint Review Board adopted by a majority vote an advisory, non-binding recommendation that the Municipality proceed to implement the Plan and designate the Proposed Area as a redevelopment project area under the TIF Act; and,

WHEREAS, the Joint Review Board based its decision on the basis of the Proposed Area satisfying the eligibility criteria defined in Section 11-74.4-3 of the TIF Act, and all as provided in Section 11-74.4-5(b) of the TIF Act; and,

WHEREAS, the Municipality held the Hearing on February 8, 2016 at the Bloomington City Hall, 109 East Olive Street, Bloomington, Illinois at 7:00 p.m.; and,

WHEREAS, at the Hearing, any interested party or affected Taxing District was permitted to file with the Municipal Clerk written objections and was heard orally in respect to any issues embodied in the notice of said Hearing, and the Municipality heard and determined all protests and objections at the Hearing; and

WHEREAS, the Hearing was adjourned on the 8th day of February, 2016; and,

WHEREAS, the Plan, which contains the basis for eligibility set forth the factors which cause the parcels in the Proposed Area to be a conservation area by the Corporate Authorities having reviewed the information concerning such factors presented at the Hearing and are generally informed of the conditions in the Proposed Area which could cause the Proposed Area to be a “conservation area” as defined in the TIF Act; and,

WHEREAS, the Corporate Authorities have reviewed evidence indicating that the Proposed Area on the whole has not been subject to growth and development through investment by private enterprise, and have reviewed the conditions pertaining to lack of private investment in the Proposed Area to determine whether private development would take place in the Proposed Area as a whole without the adoption of the proposed Plan; and,

WHEREAS, the Corporate Authorities have reviewed the conditions pertaining to real property in the Proposed Area to determine whether contiguous parcels of real property and improvements thereon in the Proposed Area would be substantially benefited by the proposed Project improvements; and,

WHEREAS, the Corporate Authorities have made an assessment of any financial impact of the Proposed Area on or any increased demand for services from any Taxing District affected by the Plan and found that the redevelopment projects proposed by Plan will not cause any significant financial impact or increased demand for facilities or services by any local taxing body; and,

WHEREAS, the Corporate Authorities have reviewed the proposed Plan and the existing comprehensive plan of the Municipality for development as a whole and finds that the proposed Plan conforms to the comprehensive plan of the Municipality.

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

Section 1: Findings. The Corporate Authorities hereby make the following findings:

- (a) The Proposed Area is legally described in *Exhibit A*, attached hereto and incorporated herein as if set out in full by this reference. The map of the Proposed Area showing the street location is depicted in *Exhibit B*, attached hereto as and incorporated herein as if set out in full by this reference.
- (b) There exist conditions which cause the Proposed Area to be subject to designation as a redevelopment project area under the TIF Act and for the parcels included therein to be classified as a conservation area, as defined in Section 11-74.4-3 of the TIF Act.
- (c) The Proposed Area on the whole has not been subject to growth and development through investment by private enterprise and would not be reasonably anticipated to be developed without the adoption of the Plan.
- (d) The Plan conforms to the comprehensive plan for the development of the Municipality as a whole.
- (e) As set forth in the Plan and in the testimony at the public hearing, the estimated date of completion of the Project is December 31, 2040, and the estimated date of the retirement of any obligation incurred to finance redevelopment project costs as defined in the Plan is December 31, 2040.
- (f) The parcels of real property in the Proposed Area are contiguous, and only those contiguous parcels of real property and improvements thereon which

will be substantially benefited by the proposed Project improvements are included in the Proposed Area.

Section 2: Exhibits Incorporated by Reference. The Plan entitled, *Tax Increment Financing Redevelopment Plan Empire Street Corridor Redevelopment Project Area*, dated November 20, 2016, which was the subject matter of the public hearing held on the 8th day of February, 2016, is hereby adopted and approved. A copy of the Plan, which incorporates the eligibility findings is attached as *Exhibit C*, attached hereto and incorporated herein.

Section 3: Invalidity of Any Section. If any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 4: Superseder and Effective Date. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are repealed to the extent of such conflict, and this Ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and approval as provided by law.

Passed this 22nd day of February, 2016.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of February, 2016.

Tari Renner, Mayor

Attest:

Cherry L. Lawson, City Clerk

Published in pamphlet form:

_____, 2016

Exhibit A

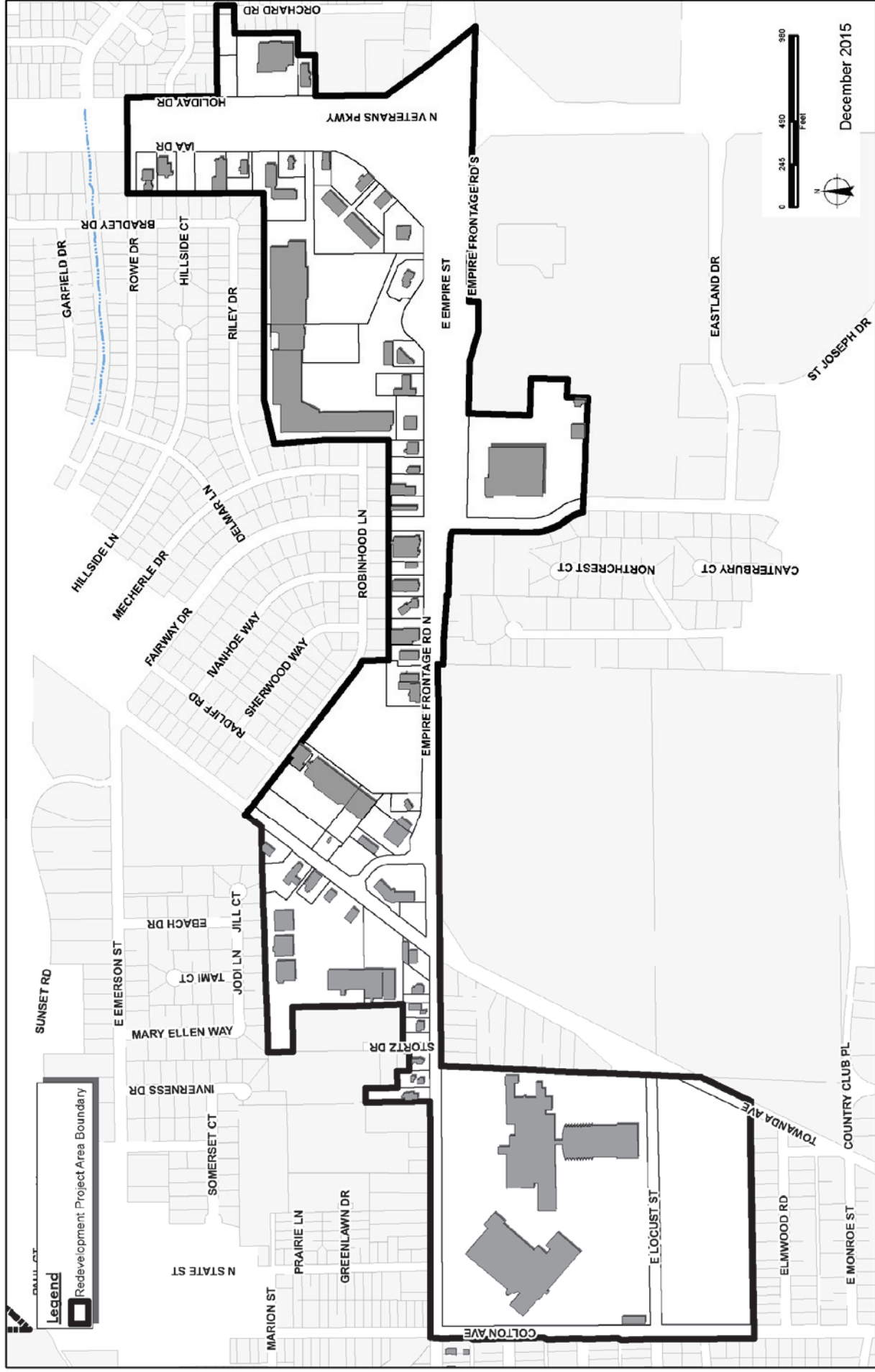
Legal Description of the Redevelopment Project Area

A part of Section 34 and 35 in Township 24 North, Range 2 East and a part of Section 2 and 3 in Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the point of intersection of the west right of way line of Colton Avenue and the north right of way line of Empire Street; thence Easterly on said north right of way line of Empire Street to the southwest corner of a tract of land described in Executor's Deed recorded as Document No. 2015-18668 in the McLean County Recorder of Deeds Office; thence Northerly to the northwest corner of said tract described in Document No. 2015-18668; thence Easterly to the northeast corner of said tract described in Document No. 2015-18668; thence Southerly on the east line of said tract described in Document No. 2015-18668 to the northwest corner of a tract described in a Quit Claim Deed recorded as Document No. 2013-25879 in said Recorder Office; thence Easterly to the northeast corner of said tract described in Document No. 2013-25879; thence Southerly on the east line of said tract described in Document No. 2013-25879 to the northwest corner of the West 115 feet of the East 145 feet of the South 115 feet of Lot 1 in County Clerk's Subdivision of the south end of the SW $\frac{1}{4}$ of Section 34, Township 24 North, Range 2 East of the Third Principal Meridian; thence Easterly on the north line of said West 115 feet of the East 145 feet of the South 115 feet of said Lot 1 to the west right of way line of Stortz Drive; thence Northerly on said west right of way line of Stortz Drive to the point of intersection with the westerly extension of the north line of Greenbriar Subdivision; thence Easterly 253.64 feet on said westerly extension and the north line of said Greenbriar Subdivision; thence Northerly 623.81 feet to a point lying 253.64 feet east of the west line of the SE $\frac{1}{4}$ of said Section 34; thence Westerly 253.64 feet to said west line of the SE $\frac{1}{4}$ of Section 34, said point lying 397.69 feet north of the north right of way line of said Stortz Drive; thence Northerly on said west line of the SE $\frac{1}{4}$ of Section 34 to the south line of Pinebach Subdivision; thence Easterly on said south line of Pinebach Subdivision and the easterly extension thereof to the northwesterly right of way line of Towanda Avenue; thence Northeasterly on said northwesterly right of way line of Towanda Avenue to the point of intersection with the southwest right of way line of Robinhood Lane; thence Southeasterly on said southwest right of way line of Robinhood Lane to the east line of Lot 1 Verizon Empire Street Subdivision; thence Southerly on said east line of said Lot 1 Verizon Empire Street Subdivision to the northwest corner of Lot 148 in Fairway Knolls 2nd Addition; thence Easterly on the north line of Lots 148, 149, 150, 151, 152, 135 and the easterly extension thereof and 134 in said Fairway Knolls 2nd Addition and Lots 500, 501, 502 and 503 in Fairway Knolls 9th Addition to the southeast corner of Fairway Knolls 6th Addition; thence Northerly on the east line of said Fairway Knolls 6th Addition to the point of intersection with the south line of Fairway Knolls 7th Addition; thence Easterly on said south line of Fairway Knolls 7th Addition and Fairway Knolls 10th Addition to the southeast corner of said Fairway Knolls 10th Addition; thence Northerly on the east line of said Fairway Knolls 10th Addition and the east line of Lots 245 and 246 in Fairway Knolls 5th Addition and the northerly extension thereof to the north right of way line of Rowe Drive; thence Easterly on said north right of way line of Rowe Drive and the easterly extension thereof to the east right of way line of Veterans Parkway / Holiday Drive; thence Southerly on said east right of way line of Veterans Parkway / Holiday Drive to the

northwest corner of Lot 9 in Resubdivision of Lot 2 Circle Lanes Subdivision; thence Easterly on the north line of said resubdivision to the northeast corner of Lot 10 in said Resubdivision of Lot 2 Circle Lanes Subdivision; thence Southerly to the southeast corner of said Lot 10; thence Westerly on the south line of said Lot 10 to the northerly extension of the east line of Lot 11 in said Resubdivision of Lot 2 Circle Lanes Subdivision; thence Southerly to the southeast corner of said Lot 11; thence Westerly on the south line of said Lot 11 to the northeast corner of Lot 1 in Makewi Subdivision; thence Southerly to the southwest corner of said Lot 1 Makewi Subdivision; thence Westerly on the south line of said Lot 1 Makewi Subdivision to said east right of way line of Veterans Parkway / Holiday Drive; thence Southerly on the easterly right of way line of Veterans Parkway / Holiday Drive to the south right of way line of Empire Street; thence Westerly on said south right of way line of Empire Street to the northwest corner of Lot 1 in Eastland Mall Subdivision; thence Southerly 345.00 feet on the westerly line of said Lot 1 Eastland Mall Subdivision; thence Easterly 204.87 feet on said westerly line of Lot 1; thence Southerly 228.58 feet on said westerly line; thence Westerly 105.00 feet on said westerly line; thence Southerly 112.00 feet on said westerly line to a line lying 525.04 feet north of and parallel with the south line of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 2, Township 23 North, Range 2 East of the Third Principal Meridian; thence Westerly on said line lying 525.04 feet north of and parallel with the south line of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 2 and the westerly extension thereof to the westerly right of way line of Fairway Drive; thence Northerly on said westerly right of way line of Fairway Drive to the south right of way line of Empire Street; thence Westerly on said south right of way line of Empire Street to the northwest corner of Lot 7 in Country Club View Subdivision; thence Southerly on the west line of said County Club View Subdivision, Maxine Lartz Subdivision, Pershall Subdivision, part of Lot 2 Davis Subdivision, Shepard's Subdivision and the southerly extension thereof to the southeast right of way line of Towanda Avenue; thence Southwesterly on said southeast right of way line of Towanda Avenue to the easterly extension of the south right of way line of a public alley lying north of and adjoining Blocks 4, 5 and 6 in Davis 4th Addition to Bloomington; thence Westerly on said easterly extension and the south right of way line of said alley and the westerly extension thereof to the west right of way line of Colton Avenue; thence Northerly on said west right of way line of Colton Avenue to the Point of Beginning.

Exhibit B

Map of Redevelopment Project Area



Base Data Source: McLean County Regional Planning Commission

Redevelopment Project Area Boundary

Empire Street Redevelopment Project Area

Exhibit C

Empire Street Corridor Redevelopment Plan

Tax Increment Financing Redevelopment Plan

Empire Street Corridor
Redevelopment Project Area

Prepared for

City of Bloomington, Illinois

Prepared by

PGAV **PLANNERS**

November 20, 2015

CITY OF BLOOMINGTON, ILLINOIS

MAYOR

Tari Renner

CITY COUNCIL

Kevin Lower, Ward 1
David Sage, Ward 2
Mboka Mwilambwe, Ward 3

Amelia Buragas, Ward 4
Joni Painter, Ward 5
Karen Schmidt, Ward 6

Scott Black, Ward 7
Diana Hauman, Ward 8
Jim Fruin, Ward 9

CITY CLERK

Cherry Lawson

CITY MANAGER

David Hales

COMMUNITY DEVELOPMENT DIRECTOR

Tom Dabareiner

ECONOMIC DEVELOPMENT COORDINATOR

Austin Grammer

SPECIAL TIF COUNSEL

Kathleen Field Orr

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APPENDIX

Attachment A – Ordinance No. 57
Attachment B – Boundary Description
Attachment C – Existing Conditions Photos
Attachment D – Resolution No. 29
Attachment E – Parcel Identification Numbers, Property Owners and 2014 EAV

SECTION I

INTRODUCTION

On August 24, 2015, the Bloomington City Council passed **Ordinance No. 57** providing for a feasibility study and report with respect to the designation of a portion of the City as a tax increment finance (“TIF”) redevelopment project area pursuant to the Illinois Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 *et seq.*, the “Act”). A copy of this Ordinance is contained in this report as **Attachment A** in the **Appendix**. The area being considered for designation as a TIF area generally includes mostly commercial properties located on north side of East Empire between North Veterans Parkway and Stortz Drive. The area also includes the now vacant Circle Lanes bowling alley on the east side of North Veterans Parkway and the Bloomington High School, Junior High School and the U.S. Postal Service Facility on the south side of East Empire Street. The area is referred to herein as the Empire Street Corridor Redevelopment Project Area (the “Area”). The boundaries of the Area are as shown on **Exhibit A - Redevelopment Project Area Boundary**. Refer also to the **Boundary Description** contained in the **Appendix** as **Attachment B**.

The Area contains approximately 201 acres, including street and alley rights-of-way (net of rights-of-way, 148 acres). There are a total of 65 parcels of real property, of which 64 (98%) have improvements thereon (e.g., buildings, parking areas, etc). Much of the built environment in this Area, including improvements in public right-of-way, suffers from age and physical deterioration. There are also significant amounts of vacant commercial building space in the Area. Not all properties have conditions that would cause them to qualify individually under the definitions contained in the Act. However, the area “on the whole” meets the eligibility requirements of the Act.

The City may consider the use of tax increment financing, as well as other economic development resources as available, to facilitate private and public investment within the Area. It is the intent of the City to induce the investment of significant private capital in the Area, which will serve to renovate or redevelop underperforming and obsolete parcels along the Empire Street Corridor commercial corridor and ultimately enhance the tax base of the community. In addition, considerable public investment will be needed to address the inadequate storm water drainage system in the Area to alleviate flooding within the Area. Furthermore, in accordance with Section 11-74.4-3(n)(5) of the Act, a housing impact study need not be performed because it’s not anticipated that any redevelopment plan to be prepared for the Area will result in the displacement of ten (10) or more inhabited housing units (there are only three residential units in the Area).

The Act sets forth the requirements and procedures for establishing a Redevelopment Project Area. A prerequisite to establishing such is that the Area meets the eligibility requirements of the Act.

The following sections of this report present the findings of eligibility and the Redevelopment Plan and Project for the Area, as well as other findings, evidence, and documentation required by the Act

INSERT EXHIBIT A
Redevelopment Project Area Boundary
(Page 3-4)



Exhibit A - Redevelopment Project Area Boundary

Empire Street Redevelopment Project Area



SECTION II

STATUTORY BASIS FOR TAX INCREMENT FINANCING AND SUMMARY OF FINDINGS

A. Introduction

Tax increment financing (TIF) is a local funding mechanism created by the "Tax Increment Allocation Redevelopment Act" (the "Act"). The Act is found at 65 ILCS 5/11-74.4-1 *et seq.*

As used, herein, the term **Redevelopment Project** means any public and private development project in furtherance of the objectives of a Redevelopment Plan. The term **Redevelopment Project Area** means an area designated by the municipality, which is not less in the aggregate than 1-1/2 acres and in respect to which the municipality has made a finding that there exist conditions that cause the area to be classified as an industrial park conservation area, a blighted area or a conservation area, or a combination of both blighted areas and conservation areas. **Redevelopment Plan** means the comprehensive program of the municipality for development or redevelopment intended by the payment of redevelopment project costs to reduce or eliminate those conditions, the existence of which qualified the Redevelopment Project Area as a "blighted area" or "conservation area" or combination thereof or "industrial park conservation area," and thereby to enhance the tax bases of the taxing districts which extend into the Redevelopment Project Area.

The concept behind the tax increment law is straightforward and allows a municipality to carry out redevelopment activities on a local basis. Redevelopment that occurs in a designated Redevelopment Project Area results in an increase in the equalized assessed valuation ("EAV") of the property and, thus, generates increased real property tax revenues. This increase or "increment" can be used to finance "redevelopment project costs" such as land acquisition, site clearance, building rehabilitation, interest subsidy, construction of public infrastructure, and other redevelopment project costs as permitted by the Act.

The Illinois General Assembly made various findings in adopting the Act; among them were:

1. That there exists in many municipalities within the State blighted, conservation and industrial park conservation areas; and
2. That the eradication of blighted areas and the treatment and improvement of conservation areas by redevelopment projects are essential to the public interest and welfare.

These findings were made on the basis that the presence of blight, or conditions that lead to blight, is detrimental to the safety, health, welfare and morals of the public.

To ensure that the exercise of these powers are proper and in the public interest, the Act specifies certain requirements that must be met before a municipality can proceed with implementing a Redevelopment Plan. One of these requirements is that the municipality must demonstrate that a Redevelopment Project Area qualifies under the provisions of the Act. With the definitions set forth in the Act, a Redevelopment Project Area may qualify either as a blighted area, a conservation area, or a combination of both blighted area and conservation area, or an industrial park conservation area.

B. Summary of Findings

The following findings and evidentiary documentation are made with respect to the proposed Redevelopment Project Area:

1. The Area, as a whole, meets the statutory requirements as a **conservation area**. The Area, it is not yet blighted, but because of a combination of three or more factors specified in the definition of “conservation area” is detrimental to the public safety, health, morals or welfare and such Area may become a blighted area.
2. The Area exceeds the statutory minimum size of 1-1/2 acres.
3. The Area contains contiguous parcels of real property.
4. If this Plan is adopted and implemented by the City, it is reasonable to say that all properties included in the Area would benefit substantially from being included in the Area.
5. The Redevelopment Project Area, as a whole, has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to occur without public assistance. Further evidence of this is presented in Section V and throughout this document.

SECTION III

BASIS FOR ELIGIBILITY OF THE AREA AND FINDINGS

A. Introduction

A Redevelopment Project Area, according to the Act, is that area designated by a municipality in which the finding is made that there exist conditions that cause the area to be classified as a blighted area, conservation area, or combination thereof, or an industrial park conservation area. The criteria and the individual factors defining each of these categories of eligibility are defined in the Act.

This Section documents the relevant statutory requirements and how the subject area meets the eligibility criteria.

B. Statutory Qualifications

The Act defines the factors that must be present in order for an area to qualify for TIF. The following provides the statutory definitions of the qualifying factors relating to a blighted area and a conservation area:

1. Eligibility of a Blighted Area

The Act states that a “...**blighted area**” means any improved or vacant area within the boundaries of a redevelopment project area located within the territorial limits of the municipality where:”¹

- a. **“If improved**, industrial, commercial, and residential buildings or improvements are detrimental to the public safety, health, or welfare because of a combination of five (5) or more of the following factors, each of which is (i) present, with that presence documented to a meaningful extent, so that a municipality may reasonably find that the factor is clearly present within the intent of the Act, and (ii) reasonably distributed throughout the improved part of the Redevelopment Project Area.”

- (1) “Dilapidation. An advanced state of disrepair or neglect of necessary repairs to the primary structural components of buildings, or improvements in such a combination that a documented building condition analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed.”

¹ Emphasis added with bold or underlined text.

- (2) “Obsolescence. The condition or process of falling into disuse. Structures have become ill-suited for the original use.
- (3) “Deterioration. With respect to buildings, defects including, but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters, and downspouts, and fascia. With respect to surface improvements, that the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking, and surface storage areas evidence deterioration, including, but not limited to, surface cracking, crumbling, potholes, depressions, loose paving material, and weeds protruding through paved surfaces.”
- (4) “Presence of structures below minimum code standards. All structures that do not meet the standards of zoning, subdivision, building, fire, and other governmental codes applicable to property, but not including housing and property maintenance codes.”
- (5) “Illegal use of individual structures. The use of structures in violation of applicable federal, State, or local laws, exclusive of those applicable to the presence of structures below minimum code standards.”
- (6) “Excessive vacancies. The presence of buildings that are unoccupied or underutilized and that represent an adverse influence on the area because of the frequency, extent, or duration of the vacancies.”
- (7) “Lack of ventilation, light, or sanitary facilities. The absence of adequate ventilation for light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke, or other noxious airborne materials. Inadequate natural light and ventilation means the absence of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. Inadequate sanitary facilities refers to the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water and kitchens, and structural inadequacies preventing ingress and egress to and from all rooms and units within a building.”
- (8) “Inadequate utilities. Underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines, and gas, telephone, and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the redevelopment project area,

(ii) deteriorated, antiquated, obsolete, or in disrepair, or (iii) lacking within the redevelopment project area.”

- (9) “Excessive land coverage and overcrowding of structures and community facilities. The over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Examples of problem conditions warranting the designation of an area as one exhibiting excessive land coverage are: (i) the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety, and (ii) the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one or more of the following conditions: insufficient provision for light and air within or around buildings, increased threat of spread of fire due to the close proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of reasonably required off-street parking, or inadequate provision for loading and service.”
- (10) “Deleterious land use or layout. The existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses, or uses considered to be noxious, offensive, or unsuitable for the surrounding area.”
- (11) “Environmental clean-up. The proposed redevelopment project area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.”
- (12) “Lack of community planning. The proposed redevelopment project area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan, or that the plan was not followed at the time of the area’s development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards, or other evidence demonstrating an absence of effective community planning.”

- (13) “The total equalized assessed value of the proposed redevelopment project area has declined for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years for which information is available, or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated.”
- b. **“If vacant**, the sound growth of the Redevelopment Project Area is impaired by a combination of two (2) or more of the following factors, each of which is (i) present, with that presence documented to a meaningful extent, so that a municipality may reasonably find that the factor is clearly present within the intent of the Act, and (ii) reasonably distributed throughout the vacant part of the redevelopment project area to which it pertains:”
- (1) “Obsolete platting of vacant land that results in parcels of limited or narrow size, or configurations of parcels of irregular size or shape that would be difficult to develop on a planned basis and in a manner compatible with contemporary standards and requirements, or platting that failed to create rights-of-ways for streets or alleys, or that created inadequate right-of-way widths for streets, alleys, or other public rights-of-way, or that omitted easements for public utilities.”
- (2) “Diversity of ownership of parcels of vacant land sufficient in number to retard or impede the ability to assemble the land for development.”
- (3) “Tax and special assessment delinquencies exist, or the property has been the subject of tax sales under the Property Tax Code within the last five (5) years.”
- (4) “Deterioration of structures or site improvements in neighboring areas adjacent to the vacant land.”
- (5) “The area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the Redevelopment Project Area.”

- (6) “The total equalized assessed value of the proposed Redevelopment Project Area has declined for three (3) of the last five (5) calendar years prior to the year in which the Redevelopment Project Area is designated, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years for which information is available, or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the Redevelopment Project Area is designated.”

2. Eligibility of a Conservation Area

The Act further states that a “... “conservation area” means any improved area within the boundaries of a redevelopment project area located within the territorial limits of the municipality in which **50% or more of the structures in the area have an age of 35 years or more**. Such an area is not yet a blighted area, but because of a combination of three (3) or more of the [13 factors applicable to the improved area] is detrimental to the public safety, health, morals or welfare, and such an area may become a blighted area.” *[Bracketed text replaces “following factors” from the Act.]*

C. Investigation and Analysis of Blighting Factors

In determining whether or not the Area meets the eligibility requirements of the Act, research and field surveys were conducted by way of:

- Contacts with City of Bloomington staff who are knowledgeable of Area conditions and history.
- On-site field examination of conditions within the Area by experienced staff of PGAV.
- Use of definitions contained in the Act.
- Adherence to basic findings of need as established by the Illinois General Assembly in establishing tax increment financing, which became effective January 10, 1977.
- Examination of McLean County real property tax assessment records.

The result and documentation of this effort are summarized below.

D. Analysis of Conditions in the Area

PGAV staff conducted a parcel by parcel survey to document existing conditions in the Area on September 2, 3 and 4, 2015. One of the outcomes of this survey was an inventory of existing land uses in the Area, which are illustrated on **Exhibit B - Existing Land Use Map**. This field work was supplemented with information provided by City staff and an analysis of property assessment data from the City of Bloomington Township Assessor's office. In addition, building occupancy was re-checked on November 19 and 20, 2015. Therefore, the vacancy data reported herein is up to date as of November 20, 2015.

Exhibit C – Summary of Blighting and Conservation Area Factors provides a quantitative breakdown of the various factors. **Exhibit D-1 – Existing Conditions Map** provides a graphic depiction of certain blighting factors that were determined to exist within the Area.

1. Findings on Improved Area

The following presents the findings on the conservation area factors that are present to a meaningful extent within the Area.

- a. Summary of Findings on Age of Structures: Age is a prerequisite factor in determining if all or a portion of a redevelopment project area qualifies as a "conservation area". As is clearly set forth in the Act, 50% or more of the structures in the redevelopment project area must have an age of 35 years or greater in order to meet this criteria. Of the 68 buildings in the Area, 54, or 79%, in the Area are over 35 years old. Building ages for most of the buildings in the Area were obtained from the City of Bloomington Township Assessor's website.² Those that did not have dates in the Assessor's database were determined to be at least 35 years old via examination of historic aerial photos and/or were researched by City staff.
- b. Summary of Findings on Deterioration: Deteriorating conditions were recorded on 36 (53%) of the 68 buildings in the Area. The field survey of exterior building conditions in the Area found structures with various defects such as secondary structural components, including windows, doors, gutters, downspouts, masonry and other fascia materials, etc. These deteriorated buildings are scattered throughout the Area. More common and dispersed throughout the Area were deteriorated site improvements, such as parking lots and driveways.

² <http://www.wevaluebloomington.org/>

INSERT EXHIBIT B
Existing Land Use Map
(Page 13-14)



Exhibit B - Existing Land Use

Empire Street Redevelopment Project Area

Exhibit C
SUMMARY OF BLIGHTING AND
CONSERVATION AREA FACTORS
 Empire Street Redevelopment Project Area
 City of Bloomington, Illinois

	Total	%
No. of improved parcels	64	98%
No. of vacant parcels	1	2%
Total parcels	65	100%
No. of buildings	68	100%
No. of buildings 35 years or older	54	79%
No. housing units	3	
No. housing units occupied	3	
Sub-Area Count	4	100%
IMPROVED LAND FACTORS:		
No. of deteriorated buildings	36	53%
No. of parcels with site improvements that are deteriorated	47	73%
Deteriorated street and/or sidewalk pavement (by Sub-Area)	4	100%
No. of dilapidated buildings	0	0%
No. of obsolete buildings	7	10%
No. of structures below minimum code	nd ¹	
No. of buildings lacking ventilation, light or sanitation facilities	nd ¹	
No. of building with illegal uses	nd ¹	
Approximate total building square footage	1,233,719	
Approximate vacant building square footage	311,107	25%
Approximate taxable building square footage	670,033	
Approximate vacant taxable building square footage	273,552	41%
No. of parcels with excessive land coverage or overcrowding of structures	25	39%
Inadequate utilities (by Sub-Area)	3	75%
Deleterious land use or layout (by Sub-Area)	0	0%
Lack of community planning	0	0%
Declining or Sub-par EAV Growth	YES	
VACANT LAND FACTORS:		
Obsolete platting	1	100%
Diversity of ownership	nd ¹	
Tax delinquencies	nd ¹	
Deterioration of struct. or site improvements in neighboring areas	1	100%
Environmental clean-up	nd ¹	
Declining or sub-par EAV growth	YES	

¹ Not determined.

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**INSERT EXHIBIT D-1
Existing Conditions Map
(Page 17-18)**

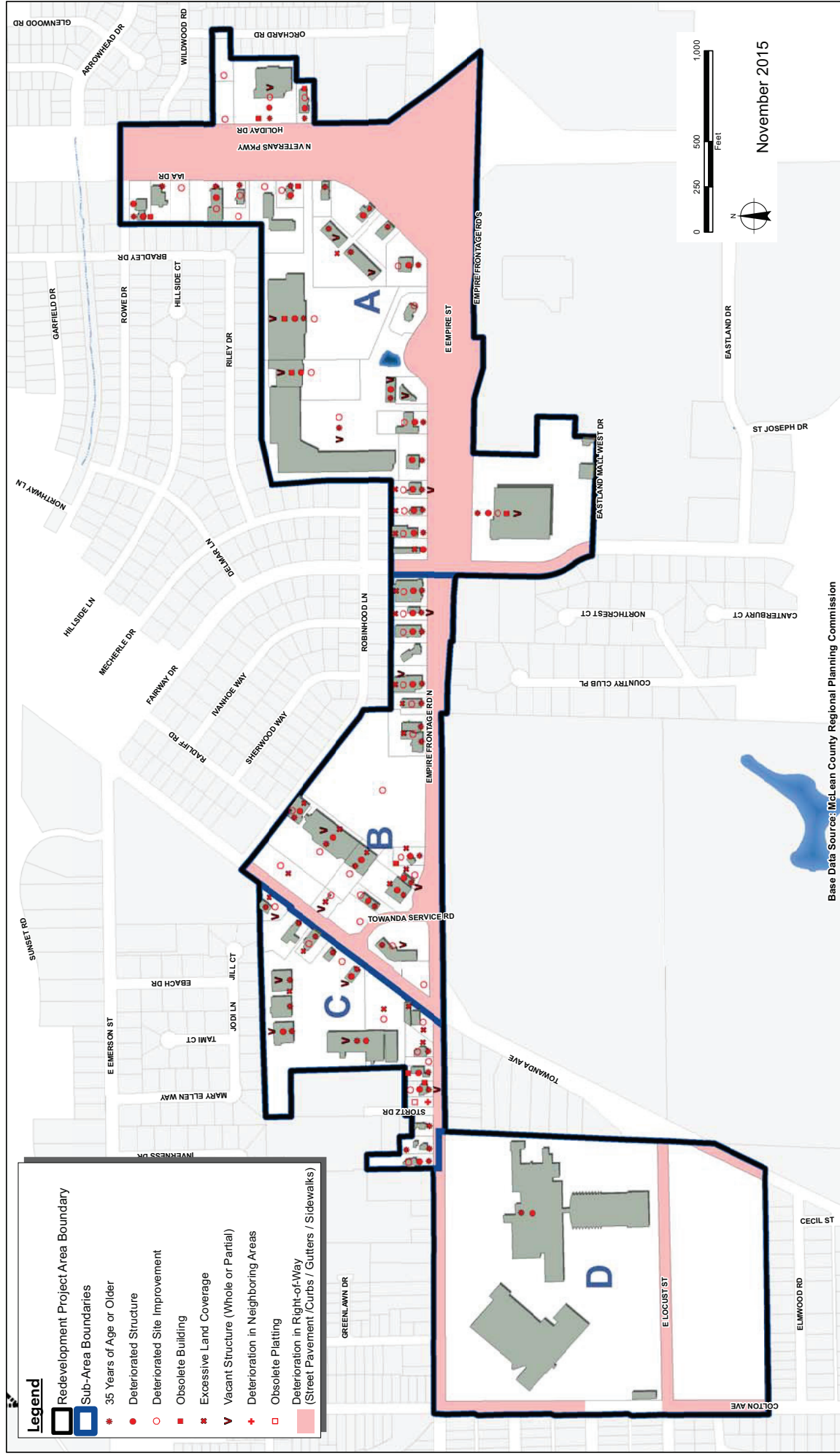


Exhibit D1 - Existing Conditions

Empire Street Redevelopment Project Area

Of the 64 improved parcels, 47 (73%) had deteriorated site improvements. Deteriorated conditions were also found within street rights-of-way. This included deteriorated street pavement, sidewalks and curb and gutters. These conditions within street rights-of-way were found in all of the sub-areas within the Area. **Attachment B** in the **Appendix** provides **photographic evidence** of the conditions found on the properties and within the street rights-of-way located within the Area.

- c. Summary of Findings Regarding Excessive Vacancies: There are about 1.2 million square feet of total building space in the Area. Of that amount, about 670,000 square feet are associated with taxable properties, with the balance being associated with tax exempt parcels (most of it being the High School and Junior High School buildings). The vacancy rate for total building space is significantly high at 25%. However, when isolating the analysis to the taxable buildings, the vacancy rate is an excessively high 41%. In Sub-area A, the rate sores to over 58%. These are very high vacancy rates where the industry norm for healthy commercial properties is a vacancy rate of not more than 5% to 10%.
- d. Summary of Findings Regarding Inadequate Utilities: Much of the Area's buildings are served by 6 inch diameter water mains. In areas with larger buildings (e.g., shopping centers), water mains of 8 inches in diameter or greater are necessary for adequate fire fighting flows. **Exhibit D-2, Existing Water Distribution System**, shows the location of the various sized water mains in the Area and identifies those buildings that are currently known to be served by 6 inch mains. There are multiple instances where there are larger water mains available and existing building services connected to the 6 inch mains should be moved to the larger mains and the 6 inch mains abandoned (see Exhibit D-2). There are other instances where 6" mains should be replaced with 8" mains to resolve currently known poor performance or to assure adequate fire fighting flows. Of the approximately 1.2 million square feet of total building space in the Area, about 364,000 square feet (30%) are served by 6 inch mains. When removing the High School and Junior High School buildings from the total, the amount of building space known to be served by 6 inch mains increases to approximately 46%.

In addition to the inadequately sized water mains, 13 of the 62 fire hydrants (21%) are over 50 years old. The City's Water Department recommends that these hydrants and valves be replaced with new ones.

- e. Summary of Findings Regarding Declining or Lagging Rate of Growth of Total Equalized Assessed Valuation: This factor is applicable to vacant areas as well as improved areas. The total equalized assessed valuation (EAV) for the Area has declined for five (5) out of

the last five (5) years for a total decline of -15% during this time period. This valuation trend has been below the relatively stagnant trend of the balance of the City (up by 1.5%) and significantly below the Consumer Price Index (“CPI”) during this same time period (up by 10.3%). **Exhibit E, Comparison of EAV Growth Rates (2009-2014)** shows the declining EAV of the Area and how this trend compares to the balance of the City and the CPI. To confirm whether or not the Area’s total EAV was skewed by a relatively few properties, the valuation trend was computed for each taxable parcel. **Exhibit F, Annual EAV Change (2009-2014)**, illustrates the trend in value for each taxable parcel of real estate in the Area. This map shows that all of the taxable parcels declined at least four (4) out of the last five (5) years. Clearly, this factor is distributed throughout the Area.

2. Findings on Vacant Land

There is one vacant parcel that constitutes only 0.2 acres of the 148 net acres of land within the Area and, therefore, is inconsequential to the eligibility findings. Nonetheless, the qualifying factors relevant to this vacant parcel include deterioration of structures or site improvements in neighboring areas and the total EAV of the proposed Area has declined for five (5) out the last five (5) years.

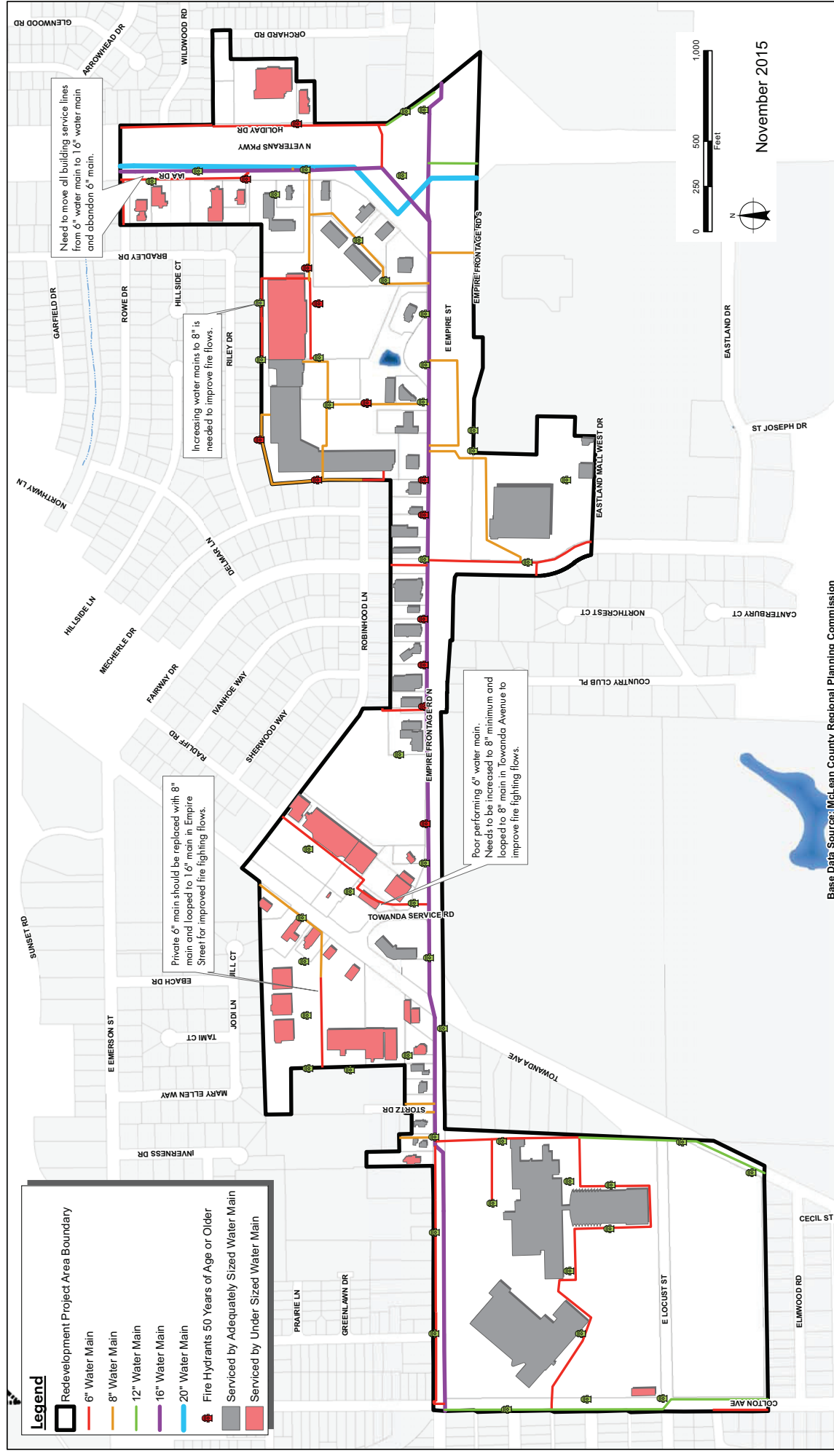
Exhibit E
Comparison of EAV Growth Rates (2009-2014)
 Empire Street Redevelopment Project Area
 City of Bloomington, Illinois

Tax Year	EAV of Redevelopment Project Area	Balance of City ¹	Area Growth Rate Less Than Balance of City?	CPI ²	Area Growth Rate Less Than CPI?
2009	\$ 16,335,626	\$ 1,755,991,193		214.537	
2010	\$ 15,367,257	\$ 1,783,797,302		218.056	
Annual Percent Change	-5.9%	1.6%	YES	1.6%	YES
2011	\$ 15,234,984	\$ 1,784,899,298		224.939	
Annual Percent Change	-0.9%	0.1%	YES	3.2%	YES
2012	\$ 14,141,099	\$ 1,747,564,266		229.594	
Annual Percent Change	-7.2%	-2.1%	YES	2.1%	YES
2013	\$ 13,998,915	\$ 1,747,572,888		232.957	
Annual Percent Change	-1.0%	0.0%	YES	1.5%	YES
2014	\$ 13,911,107	\$ 1,781,564,346		236.736	
Annual Percent Change	-0.6%	1.9%	YES	1.6%	YES

¹ Total City EAV minus EAV of Redevelopment Project Area.

² Consumer Price Index for All Urban Consumers. Source: U.S. Bureau of Labor Statistics

**INSERT EXHIBIT D-2
Existing Water Distribution System
(Page 21-22)**



INSERT EXHIBIT F
Annual EAV Change (2009-2014)
(Page 23-24)

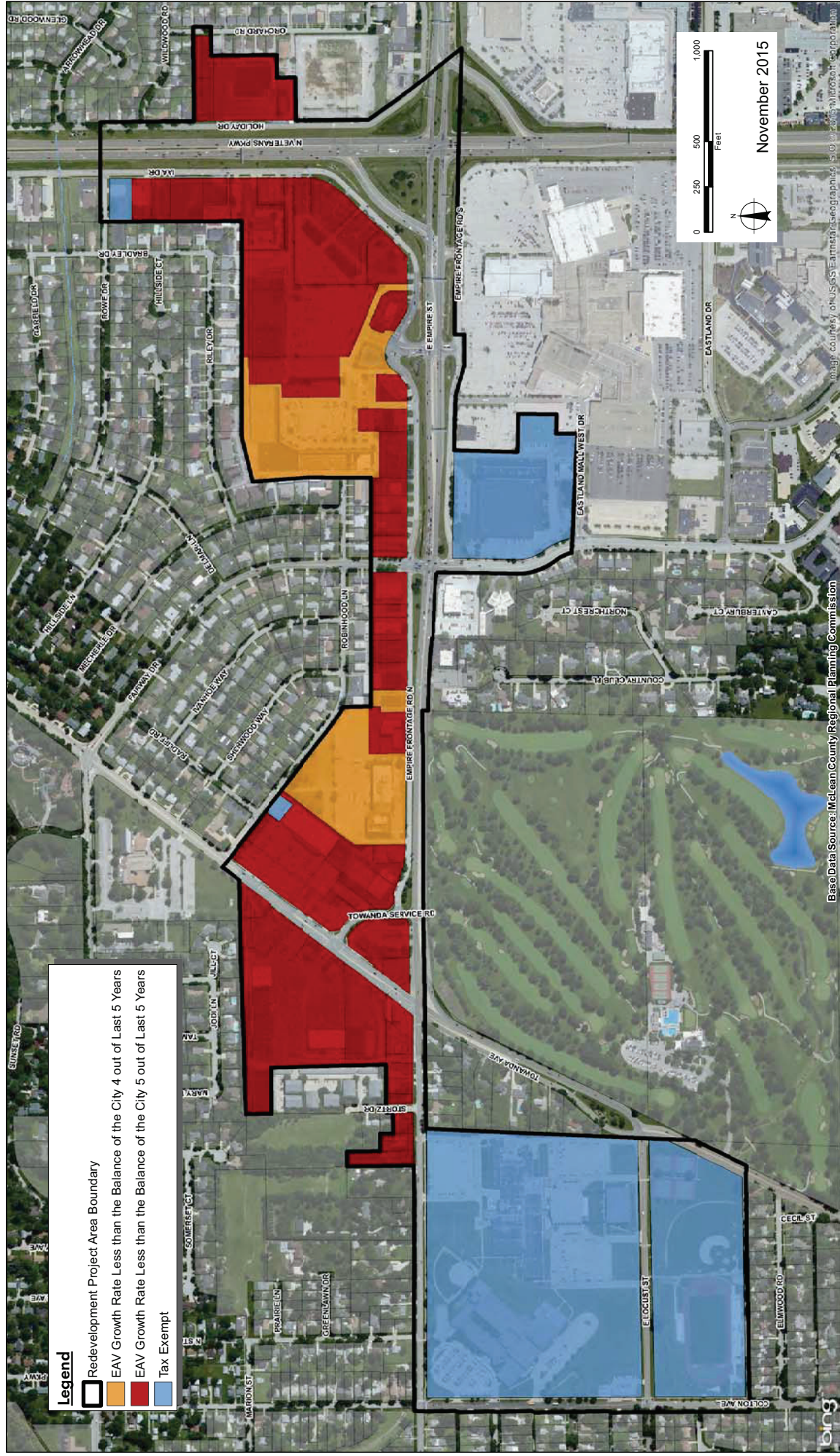


Exhibit F - Annual EAV Change by Parcel (2009-2014)

Empire Street Redevelopment Project Area

E. Summary of Eligibility Factors for the Area

The study found that the Area contains conditions that qualify it as a **conservation area**. The following summarizes the existence of the most predominant blighting/conservation factors existing within the Area:

- **Age** – Of the 68 buildings located in the Area 54 (79%) are greater than 35 years old, which exceeds the statutory threshold of 50% (prerequisite for a “conservation area”).
- **Deterioration** – 53% of the buildings and 73% of parcel site improvements exhibit signs of deterioration as defined in the Act. Deteriorated conditions were also found within public right-of-way (including street pavement, sidewalks, curb and gutters).
- **Excessive Vacancies** – 25% of the total building space in the Area were found to be vacant during the field survey, which is a significantly high vacancy rate. However, when isolating building vacancy to taxable properties, the vacancy rate increases to an excessively high 41%.
- **Inadequate utilities** – Approximately 63% of the total building space in the Area are served by 6 inch diameter water mains. The existing 6 inch water mains within the three shopping centers on the north side of Empire Street should be upgraded to 8” and looped back to other existing 8” or larger mains, where appropriate, to improve fire fighting flows. Also, existing building service connections to 6 inch mains should be relocated to available 8 inch or larger mains located in the Area.
- **Sub-par EAV trends** – The growth in the Area’s EAV has declined (5) out of the last five (5) years.

This study finds that the Area contains conditions that qualify it as a **conservation area**, as this term is defined in the Act, and that these conditions that may lead to blight without a program of intervention to induce private and public investment in the Area. The qualifying conditions that exist in the Area are detrimental to the Area, as a whole, and the long-term interests of the taxing districts. The various projects contemplated in this tax increment program will serve to reduce or eliminate these deficiencies and enhance the tax base of all overlapping taxing authorities.

Therefore, it is concluded that public intervention is necessary because of the conditions documented herein and the lack of private investment, on the whole, within in the Area. The City Council should review this analysis and, if satisfied with the findings contained herein, proceed with the adoption of these findings in conjunction with the adoption of a Redevelopment Plan and

establishment of the Redevelopment Project Area, pursuant to the Act. Once in place, the goal will be to use TIF to incent private investment that will ultimately improve property values over the long term.

SECTION IV

REDEVELOPMENT PLAN

A. Introduction

This section presents the Redevelopment Plan and Project for the Empire Street Corridor Redevelopment Project Area. Pursuant to the Tax Increment Allocation Redevelopment Act, when the finding is made that an area qualifies as a conservation area, blighted area, or a combination of conservation and blighted area, a redevelopment plan must be prepared. A **Redevelopment Plan** is defined in the Act as "the comprehensive program of the municipality for development or redevelopment intended by the payment of redevelopment project costs to reduce or eliminate those conditions the existence of which qualified the redevelopment project area as a 'blighted area' or 'conservation area' or combination thereof and thereby to enhance the tax bases of the taxing districts which extend into the Redevelopment Project Area".

B. General Land Uses to Apply

The proposed general land uses to apply to the Area is presented on **Exhibit G**, entitled **General Land Use Plan**. The land use designations reflect, for the most part, existing land uses and the Land Use Plan contained in the "Comprehensive Plan 2035", as adopted by the City Council on August 24, 2015. These general land uses would also be permitted uses in the applicable zoning district classifications of the properties in the Area. An alternate land use proposed is the "Institutional/Commercial Alternate", which envisions the continuation of existing U.S. Postal facility indefinitely, but if redeveloped, the alternate use is recommended. The commercial alternate proposal makes sense as a logical expansion of the Eastland Mall development.

C. Objectives

The objectives of the Redevelopment Plan are:

1. Reduce or eliminate those conditions that qualify the Area as eligible for tax increment financing by carrying out the Redevelopment Plan to renovate existing buildings, reduce building vacancies, selective redevelopment of properties, upgrade the water distribution system and other public works improvements.
2. Prevent the recurrence of blighting conditions.
3. Enhance the real estate tax base for the City and all overlapping taxing districts through the implementation and completion of the activities identified herein.

4. Encourage and assist private investment in the redevelopment of the Area through the provision of financial assistance as permitted by the Act.
5. Provide for safe and efficient traffic circulation within the Area.
6. Complete all public and private actions required in this Redevelopment Plan in an expeditious manner.

D. Program Policies to Accomplish Objectives

The City has determined that it is appropriate to provide limited financial incentives for private investment within the Area. It has been determined, through redevelopment strategies previously utilized by the City and communications between property owners and prospective developers and the City, that tax increment financing constitutes a key component of leveraging private investment within the Area. The City will incorporate appropriate provisions in any redevelopment agreement between the City and private investors to assure that redevelopment projects achieve the objectives stated herein and accomplish the various redevelopment projects described below.

E. Redevelopment Projects

To achieve the Plan objectives and the overall project proposed in the Plan, a number of public and private activities will need to be undertaken, including a combination of private developments and public investment in infrastructure improvements. Improvements and activities necessary to implement the Plan may include the following:

1. Private Redevelopment Activities:

- a. *Building repairs, renovation and retrofitting existing private buildings:* Improvements to existing private buildings is encouraged. The first such project that is expected to occur as a result of this TIF program is the renovation and retrofitting of approximately 50,000 square feet of the now vacant Kmart store.
- b. *Demolition of existing buildings:* Demolition of existing buildings is anticipated to advance private redevelopment projects as well, particularly as part of efforts to reposition retail and mixed use development to meet market demands. For example, the vacant former Circle Lanes is not likely to be reused as a bowling alley based on interest expressed by prospective developers of this property.

INSERT EXHIBIT G
General Land Use Plan
(Page 29-30)

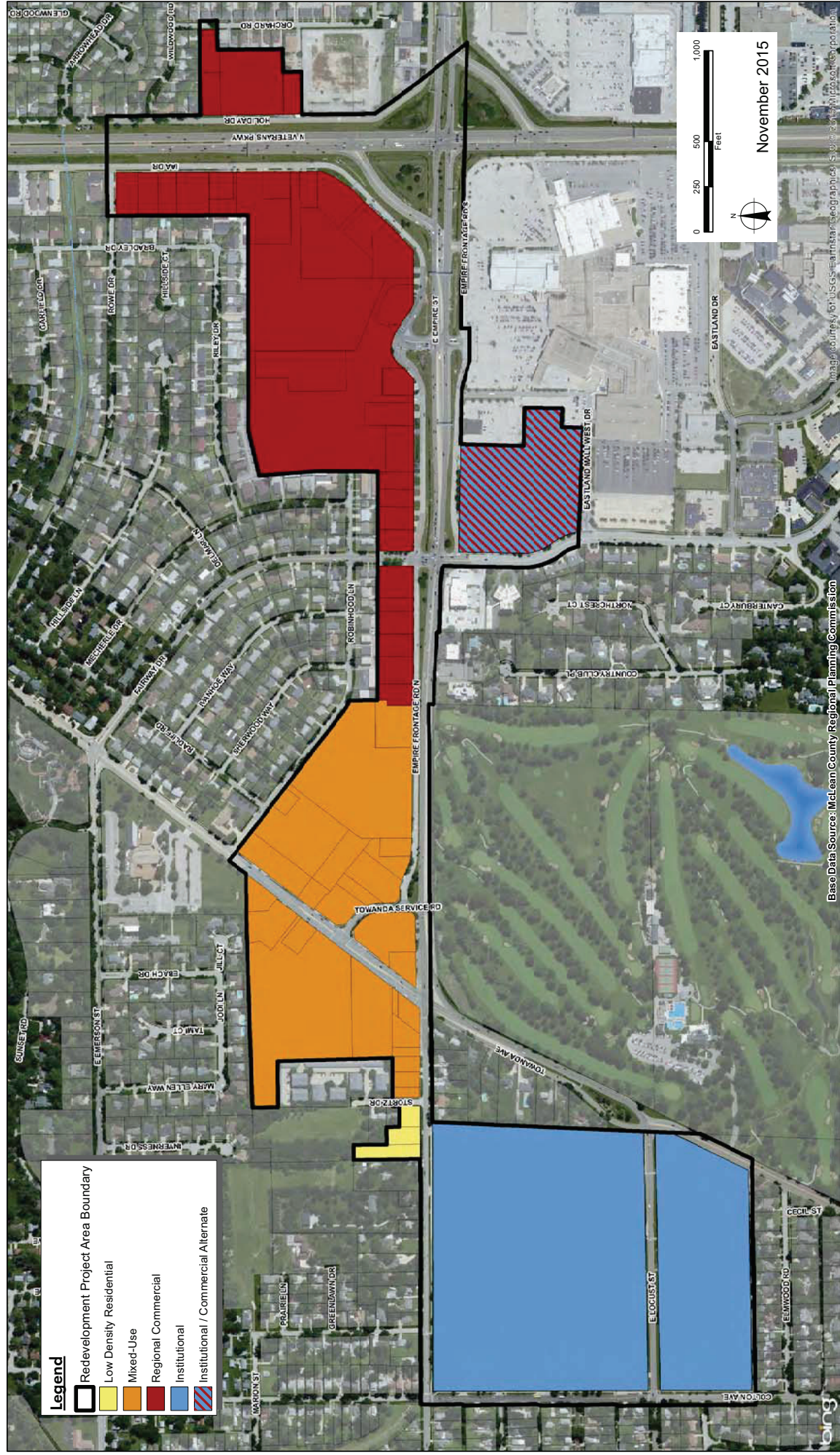


Exhibit G - General Land Use Plan

Empire Street Redevelopment Project Area



- a. *Construction of private buildings:* Construction of new commercial and/or mixed use buildings is anticipated as part of private redevelopment projects. The most notable property immediately available for new development is the site of the former GTE/Verizon office building, which has been demolished and the property is currently listed for sale.

2. Public Redevelopment Activities:

Public improvements and support activities will be used to induce and complement private investment in the Area. These may include, but are not limited to, the following activities:

- a. *Land assembly and site preparation:* In order to facilitate redevelopment, it may be necessary for TIF to help finance land acquisition or to assist in the relocation of existing businesses, site preparation, building demolition, environmental remediation, and other steps to prepare sites for development.
- b. *Public works improvements:* Improvements to streets and sidewalks, upsizing of water mains and replacement of old fire hydrants, installation of streetscape amenities such as landscaping, way finding signage, and other public space enhancements.
- c. *Marketing of properties and promoting development opportunities:* The City will help to promote the opportunities available for investment in the Area.
- d. *Other programs of financial assistance as may be provided by the City:* The Act defines eligible redevelopment project costs that are summarized in Section F below. The City's involvement with redevelopment activities may include all those authorized by the Act, as needed.

3. Land Assembly & Displacement Certificate:

To achieve the objectives of the Plan, land assembly by the City and eventual conveyance to private entities may be necessary to attract private development interest. Therefore, property located within the Area may be acquired by the City or private parties, as necessary, to implement a specific public or private redevelopment project. It is not anticipated that such property assembly would include the displacement of inhabited housing units located in the Area. There are three residential properties located within the Area, across from the High School.

Displacement Certificate:

Pursuant to Sections 11-74.4-3 (n) (5) and 11-74.4-4.1 (b) of the Act, by adoption of this Redevelopment Plan by the City, the City hereby certifies that this Redevelopment Plan will not result in the displacement of more than nine (9) inhabited residential units.

F. Estimated Redevelopment Project Costs

The estimated costs associated with the eligible public redevelopment activities are presented in **Exhibit H**, on the following page, entitled **Estimated Redevelopment Project Costs**. This estimate includes reasonable or necessary costs incurred, or estimated to be incurred, in the implementation of this Redevelopment Plan. These estimated costs are subject to refinement as specific plans and designs are finalized and experience is gained in implementing this Redevelopment Plan and do not include public financing costs or interest payments that may be incurred in conjunction with redevelopment projects.

In addition to the proposed TIF funding, the City may seek the assistance of various State of Illinois Departments (Department of Transportation, Department of Commerce and Economic Opportunity, etc.), or appropriate agencies of the Federal Government to assist in funding site preparation, infrastructure, or other required projects or improvements. To the extent additional funds can be secured from the State of Illinois, or any Federal program or other public or private sources, the City may use such funding sources in furtherance of the Redevelopment Plan and Project.

G. Description of Redevelopment Project Costs

Costs that may be incurred by the City in implementing the Redevelopment Plan may include project costs and expenses as itemized in Exhibit H, subject to the definition of “redevelopment project costs” as contained in the Act, and any other costs that are eligible under said definition included in the “Contingency” line item. Itemized below is the statutory listing of “redevelopment project costs” currently permitted by the Act. Note that some of the following narrative has been paraphrased (see full definitions in the Act).

1. **Costs of studies, surveys, development of plans and specifications, wetland mitigation plans, implementation and administration of the Redevelopment Plan**, including but not limited to staff and professional service costs for architectural, engineering, legal, environmental, financial, planning or other services, subject to certain limitations:

- a. There are limitations on contracts for certain professional services with respect to term, services, etc.
- b. Annual administrative costs shall not include general overhead or administrative costs of the municipality that would still have been incurred by the municipality if the municipality had not designated a Redevelopment Project Area or approved a Redevelopment Plan.

Exhibit H

ESTIMATED REDEVELOPMENT PROJECT COSTS

Empire Street Corridor Redevelopment Project Area
 City of Bloomington, Illinois

Description	Estimated Cost
A. Public Works or Improvements <i>(Construction of streets, curb and gutters, utilities, and other public improvements)</i>	\$2,100,000
B. Property Assembly <i>(Acquisition of land and site preparation)</i>	\$6,500,000
C. Building Rehabilitation/Retrofit	\$9,700,000
D. Relocation costs	\$200,000
E. Taxing District Capital Costs	\$100,000
F. Job Training	\$100,000
G. Interest Costs Incurred by Developers <i>(30% of interest costs)</i>	\$100,000
H. Planning, Legal & Professional Services	\$500,000
I. General Administration	\$200,000
J. Financing Costs	See Note 3
K. Contingency	\$2,000,000
Total Estimated Costs	\$21,500,000

Notes:

1. All costs shown are in 2015 dollars.
2. Adjustments may be made among line items within the budget to reflect program implementation experience.
3. Municipal financing costs such as interest expense, capitalized interest and cost of issuance of obligations are not quantified herein. These costs are subject to prevailing market conditions and will be considered part of the total redevelopment project cost if and when such financing costs are incurred.
4. Private redevelopment costs and investment are in addition to the above.
5. The total estimated redevelopment project costs shall not be increased by more than 5% after adjustment for inflation from the date of the Plan adoption, per subsection 11-74.4.5 (c) of the Act.

- c. Marketing costs are allowable if related to marketing sites within the Redevelopment Project Area to prospective businesses, developers and investors.
2. **Property assembly costs**, including but not limited to **acquisition of land** and other property, real or personal or interest therein, **demolition of buildings, site preparation**, site improvements that serve as an engineered barrier addressing ground level or below ground level environmental contamination, including but not limited to parking lots and other concrete or asphalt barriers, and the clearing and grading of land.
3. **Costs of rehabilitation**, reconstruction or repair or remodeling of **existing public or private buildings, fixtures and leasehold improvements**; and the cost of replacing an existing public building if, pursuant to the implementation of a redevelopment project, the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment; including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification.
4. **Costs of the construction of public works or improvements**, including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification, except that on and after November 1, 1999, redevelopment project costs shall not include the cost of constructing a new municipal public building principally used to provide offices, storage space, or conference facilities or vehicle storage, maintenance, or repair for administrative, public safety, or public works personnel and that is not intended to replace an existing public building as provided under paragraph (3) of subsection (q) of Section 11-74.4-3 of the Act unless either
 - a. the construction of the new municipal building implements a redevelopment project that was included in a Redevelopment Plan that was adopted by the municipality prior to November 1, 1999; or
 - b. the municipality makes a reasonable determination in the Redevelopment Plan, supported by information that provides the basis for that determination, that the new municipal building is required to meet an increase in the need for public safety purposes anticipated to result from the implementation of the Redevelopment Plan.
5. **Cost of job training and retraining projects**, including the cost of “welfare to work” programs implemented by businesses located within the Redevelopment Project Area.

6. **Financing costs**, including but not limited to, all necessary and incidental expenses **related to the issuance of obligations** (see definition of “obligations” in the Act), and which may include payment of interest on any obligations issued thereunder including interest accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding thirty-six (36) months thereafter, and including reasonable reserves related thereto.
7. To the extent the municipality by written agreement accepts and approves the same, all or a portion of a **taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the Redevelopment Plan and project**. The above stated clause is from the definition of “redevelopment project costs” in the Act. The Act also defines “**taxing districts’ capital costs**” in subsection 11-74.4-3 (u) thereof; to wit: “... means those costs of taxing districts for capital improvements that are found by the municipal corporate authorities **to be necessary and directly result from the redevelopment project.**”
8. **Relocation costs** to the extent that a municipality determines that relocation costs shall be paid or it is required to make payment of relocation costs by Federal or State law or in order to satisfy Subsection 11-74.4-3 (n) (7) of the Act (re: federal Uniform Relocation Assistance and Real Property Acquisition Policies Act requirements).
9. **Payments in lieu of taxes** (not common; see definition in Act).
10. **Costs of job training**, retraining, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields **leading directly to employment, incurred by one or more taxing districts**, provided that such costs:
 - a. are related to the establishment and maintenance of additional job training, advanced vocational education or career education or career education programs for persons employed or to be employed by employers located in a Redevelopment Project Area; and
 - b. when incurred by a taxing district(s) other than the municipality, are set forth in a written agreement between the municipality and the taxing district or taxing districts, which agreement describes the programs to be undertaken, including but not limited to the number of employees to be trained, a description of the training and services to be provided, the number and types of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the terms of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40 and 3-40.1 of the Public Community

College Act, and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of the School Code.

11. **Interest costs incurred by a redeveloper** related to the construction, renovation or rehabilitation of a redevelopment project provided that:
 - a. such costs are to be paid directly from the special tax allocation fund established pursuant to this Act;
 - b. such payments in any one year may not exceed 30% of the annual interest costs incurred by the redeveloper with regard to the redevelopment project during that year;
 - c. if there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this paragraph, then the amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund;
 - d. the total of such interest payments paid pursuant to this Act may not exceed 30% of the total (i) cost paid or incurred by the redeveloper for the redevelopment project, plus (ii) redevelopment project costs, excluding any property assembly costs and any relocation costs incurred by a municipality pursuant to this Act;
12. Unless explicitly stated in the Act, the cost of **construction of new privately owned buildings shall not be an eligible redevelopment project cost.**
13. **None of the redevelopment project costs enumerated above shall be eligible redevelopment project costs if those costs would provide direct financial support to a retail entity initiating operations in the Redevelopment Project Area, while terminating operations at another Illinois location within 10 miles of the Redevelopment Project Area but outside the boundaries of the Redevelopment Project Area municipality.** For purposes of this paragraph, termination means closing of a retail operation that is directly related to the opening of the same operation or like retail entity owned or operated by more than 50% of the original ownership in a Redevelopment Project Area; **but it does not mean closing an operation for reasons beyond the control of the retail entity, as documented by the retail entity, subject to a reasonable finding by the municipality that the current location contained inadequate space, had become economically obsolete, or was no longer a viable location for the retailer or serviceman.**
14. No cost shall be a redevelopment project cost in a redevelopment project area if used to demolish, remove, or substantially modify a historic resource, after August 26, 2008 (the

effective date of Public Act 95-934), unless no prudent and feasible alternative exists.

"Historic resource" for the purpose of this item (14) means

- a. place or structure that is included or eligible for inclusion on the National Register of Historic Places or
- b. contributing structure in a district on the National Register of Historic Places.

This item (14) does not apply to a place or structure for which demolition, removal, or modification is subject to review by the preservation agency of a Certified Local Government designated as such by the National Park Service of the United States Department of the Interior.

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SECTION V

OTHER FINDINGS AND REQUIREMENTS

A. Conformance with Comprehensive Plan

The General Land Use Plan in this Redevelopment Plan (see Exhibit G) conforms to the City of Bloomington's "Comprehensive Plan 2035", adopted August 24, 2015. The principal land uses include regional commercial, mixed use and institutional. However, the General Land Use Plan contained herein recognizes the possible redevelopment of the U.S. Postal facility, located on the south side of East Empire Street, into commercial use. This TIF Redevelopment Plan will also address one of areas identified as "Opportunities for Infill Development or Redevelopment" as shown on Figure 6-3 of the Comprehensive Plan 2035. Furthermore, TIF funding can help implement corridor enhancements, as shown on the aforementioned Figure 6-3, with respect to the portion of the Empire Street corridor located within the TIF Project Area.

B. Area, on the Whole, not Subject to Growth and Development

The Area, on the whole, has not been subject to growth and development through investment of private enterprise. Upon examination of equalized assessed valuation (EAV) data for the Area, the lack of investment is evident by the decline in EAV (see **Exhibit I, EAV Trends (2009-2014)**). In aggregate, the Area declined in value by nearly 15% between 2009 and 2014, or an annualized rate of nearly -3%. Furthermore, the excessive building vacancies associated with taxable properties within the Area, as identified in Section III of this Plan, reflects a lack of growth and investment. The evidence presented herein clearly shows that the Area, as a whole, lacks private investment. Significant private investment will be needed to achieve a level of revitalization that elevates commercial property values that are commensurate with comparable healthy commercial properties in the region.

Exhibit I
EAV Trends (2009-2014)
 Empire Street Redevelopment Project Area
 City of Bloomington, Illinois

	2009	2014	Change	Percent	Annual Percent Rate
Redevelopment Project Area ¹	\$ 16,335,626	\$ 13,911,107	\$ (2,424,519)	-14.84%	-2.97%
Balance of City ²	\$ 1,755,991,193	\$ 1,781,564,346	\$ 25,573,153	1.46%	0.29%
CPI - All Urban Consumers ³	214.54	236.74	22.20	10.35%	2.07%

¹Equalized Assessed Valuation (EAV) of the Redevelopment Project Area

²Citywide EAV minus the EAV of the Redevelopment Project Area

³Consumer Price Index for All Urban Consumers. Source: U.S. Bureau of Labor Statistics

C. Would Not be Developed “but for” Tax Increment Financing

The City has found that the Area would not reasonably be developed without the use of tax increment revenues. The City further commits that such incremental revenues will be utilized for the development and revitalization of the Area as provided in the Act. Underscoring the economic need for municipal financial assistance in the form of tax increment financing is the certainty that there will not be commitments for private development and revitalization without the City's commitment to provide such municipal financial assistance. Even with public financial assistance, redevelopment projects will be a challenge. Furthermore, the eligibility factors documented in this Plan contribute to the “but for” argument. These conditions discourage private investment and will likely worsen as buildings continue to age further. This has been borne out in the City's attempts to attract property owner/developer/tenant interest to renovate and reoccupy vacant commercial space in the various shopping centers located within TIF Area.

The need for public financial assistance was confirmed by passage of **Resolution No. 29** by the City Council on August 24, 2015 (see **Attachment D** in the **Appendix**). After months of negotiations between the City and BT Bloomington, LLC (the “Developer”), the Developer committed to renovating and retrofitting the vacant former Kmart space in Colonial Plaza for occupancy by a Dick's Sporting Goods and other new tenants to be determined. In exchange for this commitment by the Developer, the City agreed to pursue the establishment of a TIF redevelopment project area to include Colonial Plaza. Resolution No. 29 further states the intention for the City and Developer to enter into a formal agreement that would include, among other things, a commitment to dedicate a portion of property tax increment generated by the project and a portion of future sales taxes to reimburse the Developer for a portion of the building renovation/retrofit cost. It is anticipated that these types of public/private partnerships will be necessary to induce private investment in other renovation and/or redevelopment projects throughout the Area.

D. Assessment of Financial Impact

The City finds that the Plan and Redevelopment Projects proposed by this Plan will not place significant additional demands on facilities or services for any local taxing body. Currently, police and fire services and facilities appear to be adequate for the foreseeable future. In addition, the City and Joint Review Board will monitor the progress of the TIF program and its future impacts on all local taxing bodies. In the event significant adverse impacts are identified that increase demands for facilities or services in the future, the City will consider utilizing tax increment proceeds or other appropriate actions, to the extent possible, to assist in addressing the needs.

E. Estimated Date for Completion of the Redevelopment Projects

The estimated date for completion of the Redevelopment Project or retirement of obligations issued shall not be later than December 31st of the year in which the payment to the City Treasurer, as provided in subsection (b) of Section 11-74.4-8 of the Act, is to be made with respect to ad valorem taxes levied in the 23rd calendar year after the year in which the ordinance approving the Area is adopted.

F. Most Recent Equalized Assessed Valuation

The most recent total EAV for the Area has been determined by City to be \$13,911,107, based on McLean County's 2014 tax year (payable 2015) property assessment data. A table with **Parcel Identification Numbers and 2014 EAV** is located in the **Appendix** as **Attachment E**. This is accompanied by maps showing the location of the parcels within the Redevelopment Project Area. After adoption of the TIF Plan, establishing the boundaries of the Redevelopment Project Area and adopting tax increment financing for said Area by the City Council, the City will make a request to the County Clerk of McLean County to certify the base EAV for each parcel of real estate located within the Area.

G. Redevelopment Valuation

Contingent on the adoption of this Plan and commitment by the City to the redevelopment program described herein, the City anticipates that the private redevelopment investment in the Area will increase the EAV of the Area by \$12 to \$13 million (2015 dollars) upon completion of renovation and redevelopment projects. Note however, that the renovation and redevelopment projects will likely occur over an extended time period. It may take the balance of the life of the TIF district to reach this estimated EAV increase.

H. Source of Funds

The primary source of funds to pay for redevelopment project costs associated with implementing this Plan shall be funds collected pursuant to tax increment financing to be adopted by the City. Under such financing, tax increment revenue resulting from an increase in the EAV of property in the Area shall be allocated to a special fund each year (the "Special Tax Allocation Fund"). The assets of the Special Tax Allocation Fund shall be used to pay redevelopment project costs and retire any obligations incurred to finance redevelopment project costs.

In order to expedite implementation of this Redevelopment Plan and construction of the public improvements, the City, pursuant to the authority granted to it under the Act, may issue bonds or

other obligations to pay for the eligible redevelopment project costs. These obligations may be secured by future revenues to be collected and allocated to the Special Tax Allocation Fund.

If available, revenues from other economic development funding sources, public or private, may be utilized. These may include State and Federal programs, local retail sales tax, applicable revenues from any adjoining tax increment financing areas, and land disposition proceeds from the sale of land in the Area, as well as other revenues. The final decision concerning redistribution of yearly tax increment revenues may be made a part of a bond ordinance.

I. Nature and Term of Obligations

Without excluding other methods of City or private financing, the principal source of funding will be those deposits made into a Special Tax Allocation Fund to be established by action of the City's City Council for the purpose of depositing monies received from the taxes on the increased EAV (above the initial EAV) of real property in the Area. These monies may be used to reimburse private or public entities for the redevelopment project costs incurred or to amortize obligations issued pursuant to the Act for a term not to exceed 20 years bearing an annual interest rate as permitted by law. Revenues received in excess of 100% of funds necessary for the payment of principal and interest on bonds or payment of other obligations and not needed for any other redevelopment project costs or early bond retirement shall be declared as surplus and become available for distribution to the taxing bodies to the extent that this distribution of surplus does not impair the financial viability of the any projects. One or more bond issues may be sold at any time in order to implement this Redevelopment Plan.

J. Fair Employment Practices and Affirmative Action

The City will ensure that all private and public redevelopment activities are constructed in accordance with fair employment practices and affirmative action by any and all recipients of TIF assistance.

K. Reviewing and Amending the TIF Plan

This Redevelopment Plan may be amended in accordance with the provisions of the Act. Also, the City shall adhere to all reporting requirements and other statutory provisions.

APPENDIX

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ATTACHMENT A

City of Bloomington Ordinance No. 57

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**AN ORDINANCE OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS
PROVIDING FOR A FEASIBILITY STUDY AND REPORT WITH RESPECT TO THE
DESIGNATION OF A CERTAIN AREA AS A TAX INCREMENT FINANCING
REDEVELOPMENT PROJECT AREA
(*Empire Street*)**

WHEREAS, the City of Bloomington, McLean County, Illinois (the “*City*”), is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the Illinois Municipal Code, as from time to time supplemented and amended; and,

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1 et seq., as from time to time amended (the “*TIF Act*”), the Mayor and City Council of the City (the “*Corporate Authorities*”) are empowered to undertake the development or redevelopment of a designated area within the municipal boundaries of the City in which existing conditions permit such area to be classified as a “blighted area” as defined in Section 11.74.4-3(a) of the TIF Act; and,

WHEREAS, the legislative purpose of the TIF Act is to encourage development through the use of incremental tax revenues derived from an increase in assessed values in the eligible areas by assisting with development or redevelopment project costs, thereby eliminating adverse and detrimental conditions that erode the tax base both within an eligible area and adjacent to such area; and,

WHEREAS, the Corporate Authorities desire to conduct a feasibility study of certain properties within the corporate boundaries of the City in order to determine the eligibility of said properties as a “redevelopment project area” pursuant to the provisions of the TIF Act, which properties are generally within an area along Empire Street, and bounded on the west by Elder

Street, on the east by Orchard Road, on the north by Rowe Drive, and on the south by Elmwood Road (the “*Area*”) as shown on the map attached hereto and made a part hereof by reference as *Exhibit A*; and,

WHEREAS, the Corporate Authorities have determined that Peckham Guyton Albers & Viets possess the necessary skills and experience to determine if the Area qualifies as a “redevelopment project area” under the TIF Act and to prepare a redevelopment plan and desires to authorize Peckham Guyton Albers & Viets to undertake a feasibility study and to prepare such reports as required with respect to the eligibility of the Area as a tax increment financing redevelopment project area.

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

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

Section 2. The Mayor is directed to authorize Peckham Guyton Albers & Viets to undertake a feasibility study to determine the eligibility of the Area as a “redevelopment project area” under the TIF Act; and, to prepare a report with respect to the eligibility of the Area under the Act; and, to present a plan for development and redevelopment incorporating all of the matters required by the TIF Act. The Mayor is further authorized to execute and deliver any and all documents to Peckham Guyton Albers & Viets in the possession of the City, as deemed necessary to accomplish said tasks.

Section 3. The purpose of the report and plan is to allow the City to consider adoption of the TIF Act in order to enhance its tax base as well as the tax base for any other taxing district that has jurisdiction, provide new job opportunities for its residents, attract sound and stable

commercial growth, and improve the general welfare and prosperity of the community. Pursuant to the TIF Act, once the City adopts tax increment financing, all real estate tax revenue attributable to any increase in the assessment of property included in the redevelopment project area is distributed to the City for reinvestment in the respective Area for certain purposes permitted by the TIF Act.

Section 4. The City hereby agrees to reimburse itself for the costs incurred in connection with all studies and reports for the Area in the event the TIF Act is adopted by the City and incremental real estate taxes are available for payment of such costs pursuant to the TIF Act.

Section 5. The Corporate Authorities may consider paying for certain redevelopment project costs, as defined by the TIF Act, from incremental real estate taxes in the Special Tax Allocation Fund, as defined by the TIF Act, established for the Area through the issuance of bonds, in the event the TIF Act is adopted. Such redevelopment project costs may include costs of studies, surveys, plans, architectural and engineering services, acquisition of land, rehabilitation of existing buildings, construction of public works, bond issuance costs, and such other items as permitted by the TIF Act.

Section 6. The City Clerk shall cause copies of this Ordinance to be mailed by certified mail or delivered by messenger to all taxing districts that would be affected by such designation in accordance with the provisions of Section 11-74.4-4.1 of the TIF Act, and that the municipal officer who can be contacted for any and all questions, comments, suggestions, or requests for information be directed to:

Tom Dabareiner
Community Development Director
City of Bloomington
115 East Washington Street, Suite 201
Bloomington, IL 61702-3157
Office: 309-434-2226

Section 7. This Ordinance shall be in full force and effect from and after its passage and approval.

ADOPTED this 24th day of August 2015, pursuant to a roll call vote as follows:

AYES: 8

NAYS: 1

ABSENT: 0

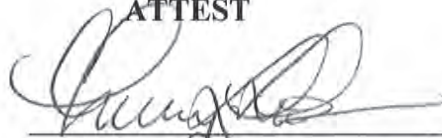
APPROVED by me this 24th day of August, 2015.

CITY OF BLOOMINGTON



Tari Renner, Mayor

ATTEST

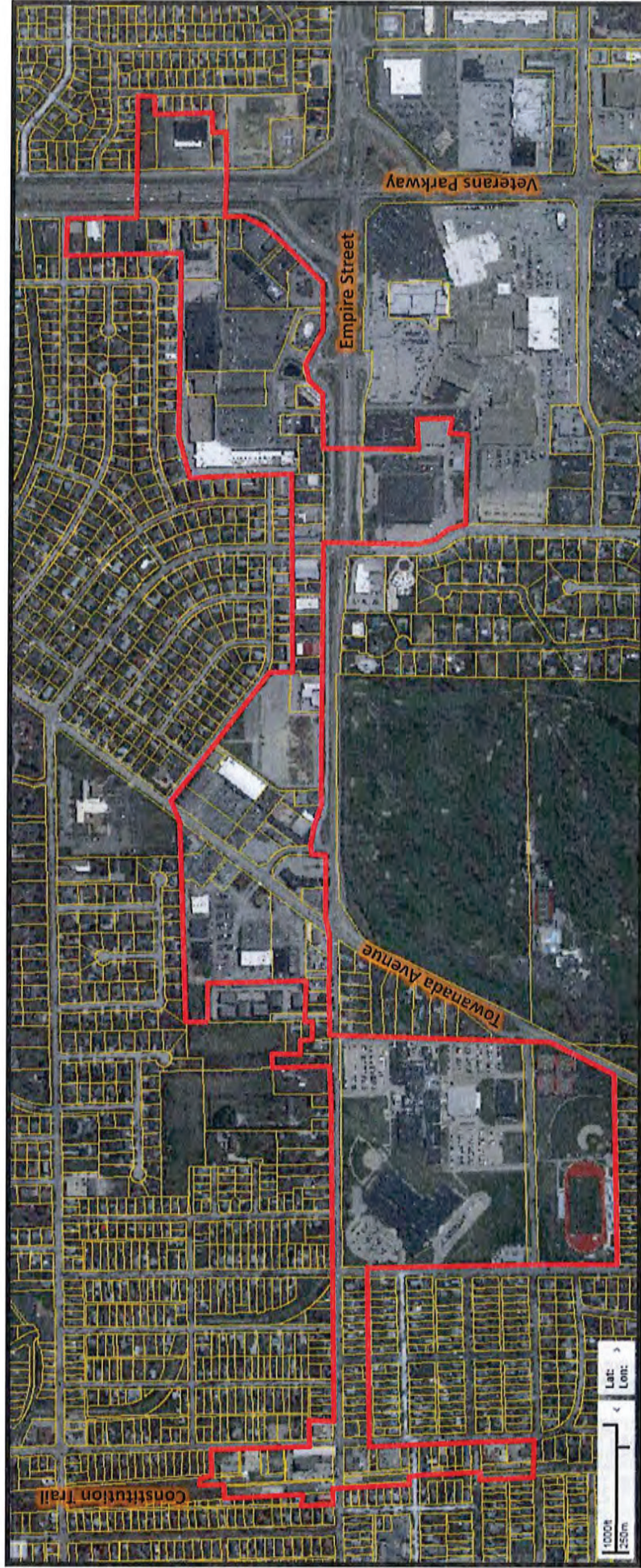


Cherry L. Lawson, City Clerk

EXHIBIT A

Map of proposed Empire Street Tax Increment Financing Project Area

EXHIBIT A:
Map of proposed Empire Street Tax Increment Financing Project Area



ATTACHMENT B

Boundary Description

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Empire Street Corridor Redevelopment Project Area

Legal Description

A part of Section 34 and 35 in Township 24 North, Range 2 East and a part of Section 2 and 3 in Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the point of intersection of the west right of way line of Colton Avenue and the north right of way line of Empire Street; thence Easterly on said north right of way line of Empire Street to the southwest corner of a tract of land described in Executor's Deed recorded as Document No. 2015-18668 in the McLean County Recorder of Deeds Office; thence Northerly to the northwest corner of said tract described in Document No. 2015-18668; thence Easterly to the northeast corner of said tract described in Document No. 2015-18668; thence Southerly on the east line of said tract described in Document No. 2015-18668 to the northwest corner of a tract described in a Quit Claim Deed recorded as Document No. 2013-25879 in said Recorder Office; thence Easterly to the northeast corner of said tract described in Document No. 2013-25879; thence Southerly on the east line of said tract described in Document No. 2013-25879 to the northwest corner of the West 115 feet of the East 145 feet of the South 115 feet of Lot 1 in County Clerk's Subdivision of the south end of the SW $\frac{1}{4}$ of Section 34, Township 24 North, Range 2 East of the Third Principal Meridian; thence Easterly on the north line of said West 115 feet of the East 145 feet of the South 115 feet of said Lot 1 to the west right of way line of Stortz Drive; thence Northerly on said west right of way line of Stortz Drive to the point of intersection with the westerly extension of the north line of Greenbriar Subdivision; thence Easterly 253.64 feet on said westerly extension and the north line of said Greenbriar Subdivision; thence Northerly 623.81 feet to a point lying 253.64 feet east of the west line of the SE $\frac{1}{4}$ of said Section 34; thence Westerly 253.64 feet to said west line of the SE $\frac{1}{4}$ of Section 34, said point lying 397.69 feet north of the north right of way line of said Stortz Drive; thence Northerly on said west line of the SE $\frac{1}{4}$ of Section 34 to the south line of Pinebach Subdivision; thence Easterly on said south line of Pinebach Subdivision and the easterly extension thereof to the northwesterly right of way line of Towanda Avenue; thence Northeasterly on said northwesterly right of way line of Towanda Avenue to the point of intersection with the southwest right of way line of Robinhood Lane; thence Southeasterly on said southwest right of way line of Robinhood Lane to the east line of Lot 1 Verizon Empire Street Subdivision; thence Southerly on said east line of said Lot 1 Verizon Empire Street Subdivision to the northwest corner of Lot 148 in Fairway Knolls 2nd Addition; thence Easterly on the north line of Lots 148, 149, 150, 151, 152, 135 and the easterly extension thereof and 134 in said Fairway Knolls 2nd Addition and Lots 500, 501, 502 and 503 in Fairway Knolls 9th Addition to the southeast corner of Fairway Knolls 6th Addition; thence Northerly on the east line of said Fairway Knolls 6th Addition to the point of intersection with the south line of Fairway Knolls 7th Addition; thence Easterly on said south line of Fairway Knolls 7th Addition and Fairway Knolls 10th Addition to the southeast corner of said Fairway Knolls 10th Addition; thence Northerly on the east line of said Fairway Knolls 10th Addition and the east line of Lots 245 and 246 in Fairway Knolls 5th Addition and the northerly extension thereof

to the north right of way line of Rowe Drive; thence Easterly on said north right of way line of Rowe Drive and the easterly extension thereof to the east right of way line of Veterans Parkway / Holiday Drive; thence Southerly on said east right of way line of Veterans Parkway / Holiday Drive to the northwest corner of Lot 9 in Resubdivision of Lot 2 Circle Lanes Subdivision; thence Easterly on the north line of said resubdivision to the northeast corner of Lot 10 in said Resubdivision of Lot 2 Circle Lanes Subdivision; thence Southerly to the southeast corner of said Lot 10; thence Westerly on the south line of said Lot 10 to the northerly extension of the east line of Lot 11 in said Resubdivision of Lot 2 Circle Lanes Subdivision; thence Southerly to the southeast corner of said Lot 11; thence Westerly on the south line of said Lot 11 to the northeast corner of Lot 1 in Makewi Subdivision; thence Southerly to the southwest corner of said Lot 1 Makewi Subdivision; thence Westerly on the south line of said Lot 1 Makewi Subdivision to said east right of way line of Veterans Parkway / Holiday Drive; thence Southerly on the easterly right of way line of Veterans Parkway / Holiday Drive to the south right of way line of Empire Street; thence Westerly on said south right of way line of Empire Street to the northwest corner of Lot 1 in Eastland Mall Subdivision; thence Southerly 345.00 feet on the westerly line of said Lot 1 Eastland Mall Subdivision; thence Easterly 204.87 feet on said westerly line of Lot 1; thence Southerly 228.58 feet on said westerly line; thence Westerly 105.00 feet on said westerly line; thence Southerly 112.00 feet on said westerly line to a line lying 525.04 feet north of and parallel with the south line of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 2, Township 23 North, Range 2 East of the Third Principal Meridian; thence Westerly on said line lying 525.04 feet north of and parallel with the south line of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 2 and the westerly extension thereof to the westerly right of way line of Fairway Drive; thence Northerly on said westerly right of way line of Fairway Drive to the south right of way line of Empire Street; thence Westerly on said south right of way line of Empire Street to the northwest corner of Lot 7 in Country Club View Subdivision; thence Southerly on the west line of said Country Club View Subdivision, Maxine Lartz Subdivision, Pershall Subdivision, part of Lot 2 Davis Subdivision, Shepard's Subdivision and the southerly extension thereof to the southeast right of way line of Towanda Avenue; thence Southwesterly on said southeast right of way line of Towanda Avenue to the easterly extension of the south right of way line of a public alley lying north of and adjoining Blocks 4, 5 and 6 in Davis 4th Addition to Bloomington; thence Westerly on said easterly extension and the south right of way line of said alley and the westerly extension thereof to the west right of way line of Colton Avenue; thence Northerly on said west right of way line of Colton Avenue to the Point of Beginning.

ATTACHMENT C

Existing Conditions Photos

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PHOTOGRAPHS OF EXISTING CONDITIONS

Empire Street Redevelopment Project Area

Bloomington, Illinois

On September 2nd-4th, 2015 PGAV PLANNERS staff conducted a field review of the properties and improvements located inside the Empire Street Redevelopment Project Area (the "Area"). The following pages contain a series of photographs taken on these dates, which PGAV PLANNERS believes to be representative of the conditions of the Area.

Deterioration (Structures)

The following pages contain pictures of structures exhibiting deterioration.



The photos on this page illustrate interior water damage inside of the vacant AMF Circle Lanes, bowling alley. (1225 Holiday Drive)

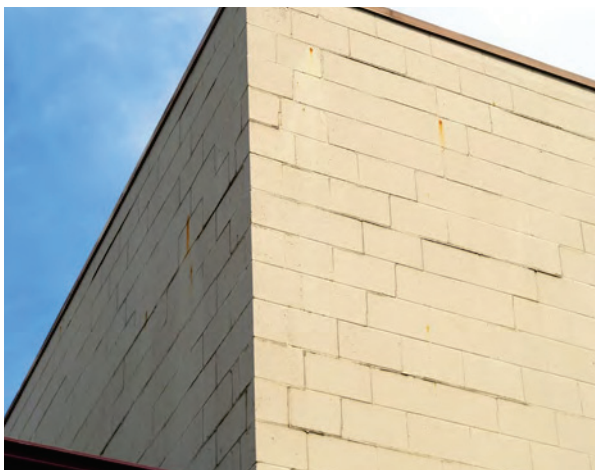


PHOTOGRAPHS OF EXISTING CONDITIONS

Empire Street Redevelopment Project Area

Bloomington, Illinois

Deterioration (Structures) (cont'd)



Left & Right: Step cracking in the exterior concrete block walls. (1215 Holiday Drive)



Left & Right: Deteriorated wood shingles on the roof of Kep's Country Kitchen. (506 IAA Drive)



Left & Right: Cracking in the concrete block walls of the former K--Mart. (1608 East Empire Street)



PHOTOGRAPHS OF EXISTING CONDITIONS

Empire Street Redevelopment Project Area

Bloomington, Illinois

Deterioration (Structures) (cont'd)



Left: A crack in the concrete block wall allowing light to pass through K-Mart. (1608 East Empire Street)



Right: Water damage to the interior ceiling tiles. (1500 East Empire Street)



Left: Step cracking in the rear of the former K-Mart. (1608 East Empire Street)



Right: The shingles on the roof of the Moose Lodge are deteriorated. (614 IAA Drive)



Left: The chimney cap on the Moose Lodge has rusted and stained the entire chimney. (614 IAA Drive)



Right: Cracking in the exterior brick wall of the Moose Lodge. (614 IAA Drive)

PHOTOGRAPHS OF EXISTING CONDITIONS

Empire Street Redevelopment Project Area

Bloomington, Illinois

Deterioration (Structures) (cont'd)



Left: The siding on Bandana's BBQ is deteriorated. (502 IAA Drive)



Right: Water damage to the interior ceiling tiles of the former Circuit City. (1500 East Empire Street, Suite 1A)



Left: The roof of Garden of Paradise is missing shingles. (1412 East Empire Street)



Right: Cracking in the brick chimney of GCE Solutions. (1408 East Empire Street)



Left & Right: The windows sills at Bloomington High School are rusted and deteriorated. (1200 East Locust Street)



PHOTOGRAPHS OF EXISTING CONDITIONS

Empire Street Redevelopment Project Area

Bloomington, Illinois

Deterioration (Structures) (cont'd)



Left: Water damage on the interior of Bloomington High School. (1200 East Locust Street)



Right: The windows sills at Bloomington High School are rusted and deteriorated. (1200 East Locust Street)



Left: Water seeping through the foundation wall of the boiler room at Bloomington High School. (1200 East Locust Street)



Right: The door on Horine's Piano is deteriorated. (1336 East Empire Street)



Right: Cracking in the exterior brick wall of this multi-tenant building. (1328 East Empire Street)

PHOTOGRAPHS OF EXISTING CONDITIONS

Empire Street Redevelopment Project Area

Bloomington, Illinois

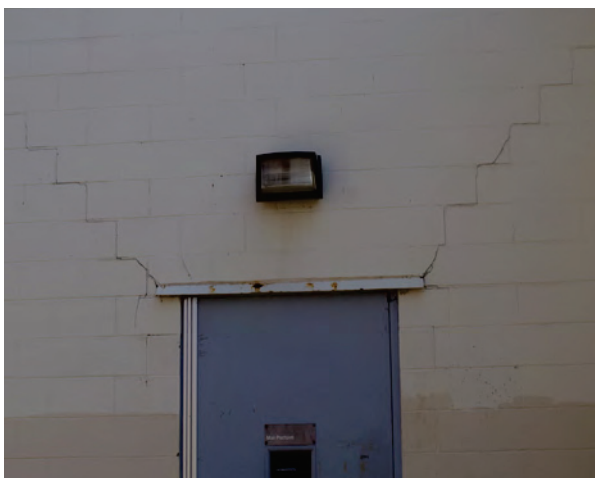
Deterioration (Structures) (cont'd)



Left: The metal building, at the rear of this multi-tenant commercial building, is dented and the gutters and siding are rusted. (1328 East Empire Street)



Right: The wood veneer on the Dollar General is rotted and peeling off. (1209 Towanda Avenue)



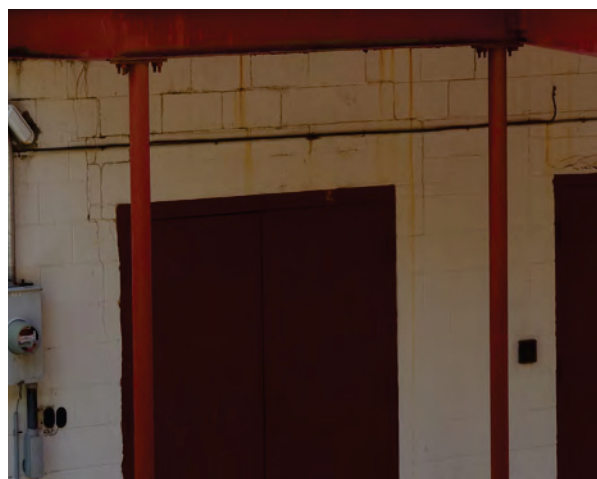
Left: Step cracking in the concrete block walls of the post office. (1211 Towanda Avenue)



Right: Rust from the roof of the Community Players Theatre is staining the gutters. (201 Robinhood Lane)



Left: The shingles on this vacant home, that has been converted into an office, are deteriorated. (1234 Empire Street)



Right: The concrete block wall in the rear of this Towanda Plaza building is deteriorated. (1228 Towanda Avenue)

PHOTOGRAPHS OF EXISTING CONDITIONS

Empire Street Redevelopment Project Area

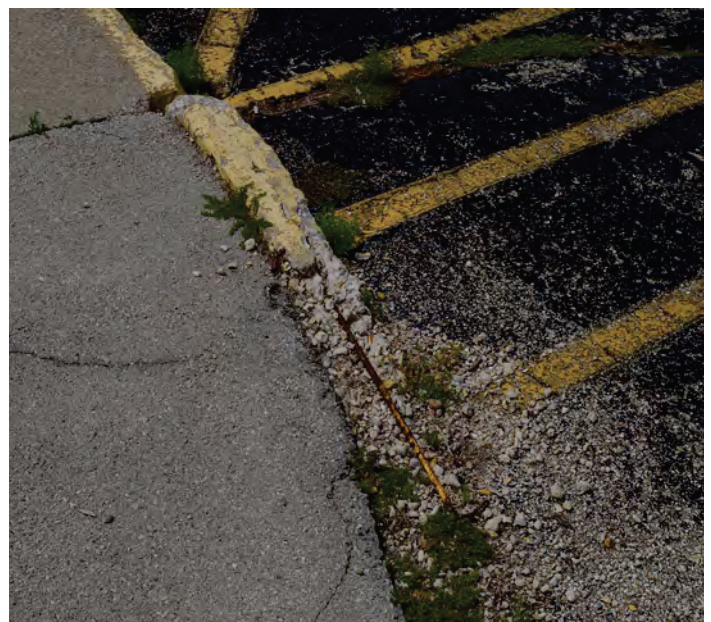
Bloomington, Illinois

Deterioration (Site Improvements)

The following pages contain pictures of deteriorated site improvements.



Above: The parking lot at the former bowling alley is deteriorated. (1225 Holiday Drive)



Above: Deteriorated curbing on the lot of the former bowling alley. (1225 Holiday Drive)

PHOTOGRAPHS OF EXISTING CONDITIONS

Empire Street Redevelopment Project Area

Bloomington, Illinois

Deterioration (Site Improvements) (cont'd)



Above: The parking lot and retaining wall in the rear of the vacant K-Mart are deteriorated. (1608 East Empire Street)

Below: The retaining wall on the west side of the vacant K-Mart property. (1608 East Empire Street)



Below: The gate at the rear entrance of 1608 East Empire Street is severely deteriorated.



Below: The parking lot for Cash Loans on Car Titles is deteriorated. (604 IAA Drive)



Left: The pavement around this storm drain at the Baymont Inn is broken and inlet cover is sinking. (604 IAA Drive)

Right: This landscape retaining wall is leaning and deteriorated. (1412 East Empire Street)



PHOTOGRAPHS OF EXISTING CONDITIONS

Empire Street Redevelopment Project Area

Bloomington, Illinois

Deterioration (Site Improvements) (cont'd)



Left & Right:
Deteriorated pavement in the parking area for 1205 Towanda Avenue.



Left: The fence surrounding the post office distribution center is deteriorated. (1511 East Empire Street)



Right: The concrete of this stairwell at Bloomington High School is disintegrating.



Left & Right: The parking lot for Rooms Direct is deteriorated. (1344 East Empire Street)

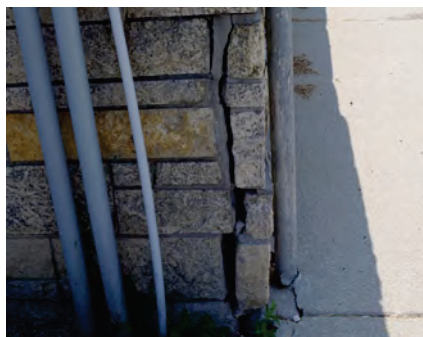


PHOTOGRAPHS OF EXISTING CONDITIONS

Empire Street Redevelopment Project Area

Bloomington, Illinois

Deterioration (Site Improvements) (cont'd)



Above: A deteriorated retaining wall located on the west side of the Delta Communities property. (1316 East Empire Street)

Below: A deteriorated landscape retaining wall at Towanda Plaza. (1212 Towanda Avenue)



Below: The rear parking area at the post office is deteriorated. (1212 Towanda Avenue)



Below: The Arby's parking lot is deteriorated. (1240 East Empire Street)



Left & Right: The pavement at this vacant residential conversion is severely deteriorated. (1234 East Empire Street)



PHOTOGRAPHS OF EXISTING CONDITIONS

Empire Street Redevelopment Project Area

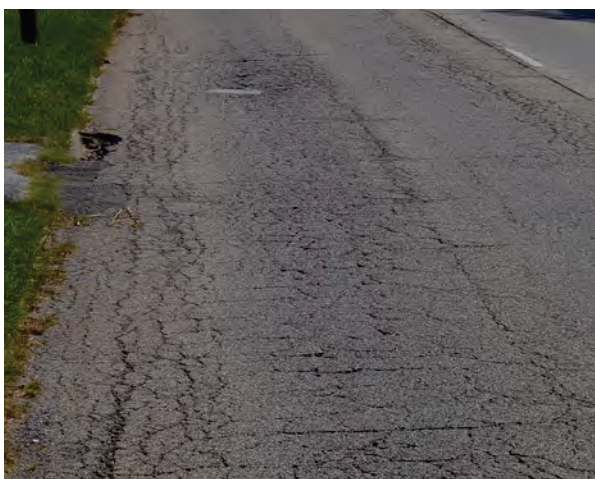
Bloomington, Illinois

Deterioration (Right-of-Way)

The following pages contain pictures of deterioration in public right-of-way (Sidewalk, street pavement and/or curb and gutters).



Left & Right: The street pavement along north and south bound IAA Drive is deteriorated.



Left: The street pavement along Empire in front of Bloomington High School is deteriorated.



Right: The curbing for the median along Fairway Drive is severely deteriorated.



Left: The pavement along Fairway Drive is deteriorated.



Right: Deteriorated pavement at the intersection of Empire and Towanda.

PHOTOGRAPHS OF EXISTING CONDITIONS

Empire Street Redevelopment Project Area

Bloomington, Illinois

Deterioration (Right-of-Way) (cont'd)



Left: A deteriorated sidewalk along IAA Drive.

Right: The pavement along Empire Frontage Road South is deteriorated.



Left: The edge of pavement and the apron entering Colonial Plaza from the south are deteriorated.

Right: The apron leading from IAA Drive to the eastern entrance Colonial Plaza is severely deteriorated.



PHOTOGRAPHS OF EXISTING CONDITIONS

Empire Street Redevelopment Project Area

Bloomington, Illinois

Deterioration (Right-of-Way) (cont'd)



Left: The curve transitioning IAA Drive from north-south bound orientation to east-west is deteriorated.

Right: pavement along Empire Frontage Road South, in front of the mall, is deteriorated.



Excessive Vacancies

The following pages contain pictures of several of the unoccupied structures throughout the Area.



Left: The vacant former AMF Bowling Alley. (1225 Holiday Drive)

Right: The vacant former K-Mart. (1608 East Empire)



PHOTOGRAPHS OF EXISTING CONDITIONS

Empire Street Redevelopment Project Area

Bloomington, Illinois

Excessive Vacancies (cont'd)



Left: The vacant former Circuit City. (1500 East Empire Street, Suite 1A)



Right: A vacant former filling station. (1504 East Empire Street)



Left: A partially vacant office building. (1408 East Empire Street)



Right: The post office distribution center is mostly vacant. (1511 East Empire Street)



Left: A vacant former filling station. (1220 Towanda Avenue)



Right: Vacancy in one of the office buildings in Towanda Plaza. (1228 Towanda Avenue)

PHOTOGRAPHS OF EXISTING CONDITIONS

Bloomington, Illinois

Empire Street Redevelopment Project Area

Excessive Coverage

The following pages contain pictures of parcels of inadequate size or shape for their current uses. This has created complete paving of parcels to accommodate parking needs, complete absence of landscaping and setbacks; pavement abutting sidewalks; etc.



Left: Due to inadequate size of the lot of 508 IAA Drive, the entire parcel was paved to provide sufficient parking and drive lanes.

Right: The shipping and receiving area behind Colonial Plaza is of inadequate size for delivery trucks to easily maneuver.



Left: Due to inadequate size of the lots for the Moose Lodge and Minerva, the entire parcels were paved to provide sufficient parking and drive lanes.

Right: Due to inadequate size of the lots for the GCE Solutions and Kabobs, the entire parcels were paved to provide sufficient parking and drive lanes.



Left: The Arby's parking lot and drive through goes all the way to the edge of Towanda Plaza. (I.e. to the curb for the road)

Right: Due to inadequate size of the lots for Tattoo the Future and the vacant residential conversion, the entire parcels were paved to provide sufficient parking and drive lanes.



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ATTACHMENT D

City of Bloomington Resolution No. 29

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Resolution No. 29

**A RESOLUTION OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS
TO INDUCE THE REDEVELOPMENT OF CERTAIN PROPERTY
WITHIN A PROPOSED TAX INCREMENT FINANCING
REDEVELOPMENT PROJECT AREA
(Colonial Plaza)**

WHEREAS, the Mayor and City Council (the “Corporate Authorities”) of the City of Bloomington, McLean County, Illinois (the “City”), on August 24, 2011, authorized Peckham Guyton Albers & Viets to proceed to prepare a Redevelopment Plan and eligibility report for a proposed redevelopment project area (the “*Project Area*”) generally located along Empire Street in order to implement tax increment financing for the payment and financing of redevelopment project costs incurred within the proposed Project Area, as authorized by the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., (the “*TIF Act*”); and,

WHEREAS, the City has been informed by BT Bloomington, LLC (the “*Developer*”), that the Developer owns and intends to redevelop certain commercial property included within the proposed Project Area (the “*Subject Property*”), commonly known as the Colonial Plaza Shopping Center, 1500 East Empire Street, Bloomington, Illinois, and identified by permanent index numbers 14-35-355-017; 14-35-355-018; 14-35-355-019 and 14-35-378-010 and intends to renovate the Subject Property for current commercial uses which require loading docks, improved signage and substantial tenant “build-outs” at a cost of approximately \$10,000,000 (the “*Project*”); and,

WHEREAS, the Developer has also informed the City that the ability to undertake the Project on the Subject Property shall require financial assistance from the City for certain costs that would be incurred in connection with the acquisition and development, which costs would constitute “Redevelopment Project Costs” as such term is defined in the TIF Act; and,

WHEREAS, the Developer would like to incur certain costs in connection with the renovation and redevelopment of the Subject Property prior to the adoption of the TIF ordinances, as applicable to the Subject Property and the approval of an ordinance authorizing the execution of a redevelopment agreement with the City, wherein reimbursement for such costs may be considered as redevelopment project costs subject to certain terms and conditions; and,

WHEREAS, the Developer is prepared to make certain commitments to the City regarding the renovation and redevelopment of the Subject Property and the re-tenanting thereof with retailers not currently doing business in the City as hereinafter set forth; and;

WHEREAS, the City is prepared to make certain commitments to the Developer, upon satisfaction of the commitments of the Developer, to reimburse the Developer for certain costs incurred in connection with the Project from revenues available to the City as a result of the adoption of the TIF ordinances, as applicable to the Subject Property as well as a portion of incremental sales taxes to be generated by retailers not currently operating in the City, all as hereinafter set forth; and,

WHEREAS, the Developer desires to proceed with the Project and also desires that certain costs related to the Project to be reimbursed with revenues available to the City as a result of its adoption of the TIF ordinances, as applicable to the Subject Property to be able to qualify for consideration as redevelopment project costs that can be reimbursed to the extent such costs constitute "Redevelopment Project Costs" as such term is defined in the TIF Act; and,

WHEREAS, this Resolution is intended to allow the Developer to incur certain costs relating to the redevelopment and renovation of the Subject Property that may be considered "Redevelopment Project Costs" as such term is defined in the TIF Act, prior to the adoption of

the TIF ordinances, as applicable to the Subject Property and the approval of an ordinance authorizing the execution of a redevelopment agreement pertaining to the Subject Property, subject to the conditions as hereinafter set forth in this Resolution.

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

Section 1. That the above recitals are incorporated herein and made a part hereof.

Section 2. The Developer is prepared to make the following commitments to the City regarding the redevelopment and renovation of the Subject Property:

- (a) On or before September 30, 2015, the Developer shall have entered into a lease with Dick's Sporting Goods for approximately 50,000 square feet ("*DSG*") of the Subject Property;
- (b) All improvements required to permit DSG to operate shall commence and be completed in accordance with all applicable City Codes and laws of the State of Illinois;
- (c) In addition to DSG, the Developer shall enter into leases with retailers to operate at the Subject Property who are not currently operating within the City's corporate borders (the "*Tenants New to the City*");
- (d) The combined annual sales of DSG and the Tenants New to the City shall be no less than \$20,000,000; provided, that in any calendar year combined annual sales of said retailers fall below \$20,000,000, the Developer shall be entitled to a one-year "cure period" (but only one "cure period" during the term of the agreement to be executed by the City and the Developer) and if the sales for any other year fall below

\$20,000,000 all payments of interest in the reimbursements due from the City as evidenced by a "Note" as hereinafter defined, shall be suspended until a showing of a year in which the sales are no less than \$20,000,000 per year.

- (e) The Subject Property shall be maintained in accordance with all applicable City Codes and laws of the State of Illinois.

Section 3. Upon satisfaction of all of the commitments of the Developer as hereinabove set forth, the City hereby makes the following commitments to the Developer:

- (a) The City shall reimburse the Developer an amount equal to the lesser of 36.52% of the total cost of renovation of the Subject Property or \$4,000,000 (the "Project Costs") from the following sources:
 - (i) An amount equal to the lesser of 20% of the Project Costs or \$2,190,008 ("*Pledged Amount Sales Tax Rebate*") from 33 1/3% of the 1% Retailers' Occupation Tax and the 2.5% Home Rules Sales Tax (together the "*City's Sales Taxes*") shall be rebated to the Developer for a period of ten (10) years, commencing with the year 2017 from the sales for the prior year 2016 by DSG and the Tenants New to the City.
 - (ii) The Developer shall also receive 75% of the incremental real estate taxes as a result of adopting the TIF ordinances as applicable to the Subject Property, for a term of twenty (20) years to pay the difference of the total amount of City's Sales Taxes rebated to the Developer and the total of the Project Costs.
- (b) The City shall also issue a Note to the Developer for a 20-year term in the amount of the Project Costs, which Note shall bear interest of 3.5% and be issued upon completion of the Project and occupancy by DSG and Tenants New to the City. All payments on the Note shall be subject to and conditioned upon compliance with the terms of a redevelopment agreement. In the event annual sales fall below \$20,000,000 for any year during the term of the Note (other than the one year cure period), interest on the Note shall be suspended until such sales return to \$20,000,000.
- (c) The terms hereinabove set forth shall be incorporated into a Redevelopment Agreement by and between the City and the Developer within 45 days of the approval of this Resolution by the City Council.

- (d) If for any reason the City fails to designate the Subject Property as a Redevelopment Project Area under the TIF Act, the entire Project Costs shall be paid by rebating 100% of the City's Sales Taxes generated by DSG and the Tenants New to the City for a period of ten (10) years pursuant to a Sales Tax Agreement.

Section 4. That portion of any financial assistance to be rendered to the Developer by the City from revenues available as a result of the adoption of the TIF Act as applicable to the Subject Property, shall be contingent upon the authority, restrictions, terms and conditions imposed by the TIF Act.

Section 5. That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

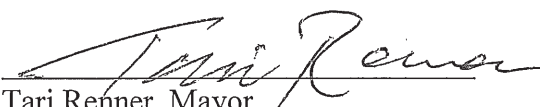
Passed by the City Council of the City of Bloomington, Illinois, this 24th day of August, 2015.

AYES: 9

NAYS: None

ABSENT: None

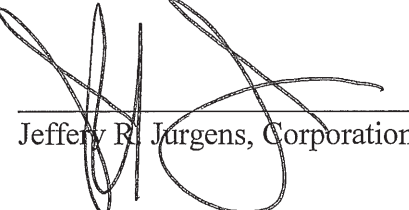
CITY OF BLOOMINGTON


Tari Renner, Mayor

ATTEST


Cherry L. Lawson, City Clerk

APPROVED AS TO FORM


Jeffery R. Jurgens, Corporation Counsel

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ATTACHMENT E

Parcel Identification Numbers, Property Owners and 2014 EAV

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Property Identification Number (PIN) List, Owner and 2014 EAV

Empire Street Redevelopment Project Area
City of Bloomington, Illinois

Map Locator No.	Parcel ID No. (PIN)	Property Owner	2014
1	21-03-126-001	BOARD OF EDUCATION	\$ -
2	14-34-379-037	ASBURY ESTATE, MAURINE A	\$ 68,970
3	14-34-379-016	COX, MARGARET M	\$ 40,091
4	14-34-379-014	MULLIKEN, DORENE E	\$ 49,022
5	14-34-452-001	MCLT FSB-1200	\$ 8,216
6	14-34-452-002	MCLT FSB-1200	\$ 44,574
7	14-34-452-003	REGIONS BANK TRUST DEPARTMENT	\$ 40,344
8	14-34-452-004	MC LT FSB-1200	\$ 12,098
9	14-34-452-005	O'ROURKE, THOMAS J %REDBIRD PROPERTY MGT INC	\$ 105,262
10	14-34-452-007	TOWANDA PLAZA REDBIRD PROPERTY MANAGEMENT INC	\$ 117,802
11	14-34-452-006	TOWANDA PLAZA REDBIRD PROPERTY MANAGEMENT INC	\$ 43,727
12	14-34-451-010	STORTZ, G BARRY-TRUSTEE	\$ 293,843
13	14-34-451-046	TOWANDA PLAZA REDBIRD PROPERTY MANAGEMENT INC	\$ 1,342,677
14	14-34-451-013	TOWANDA PLAZA REDBIRD PROPERTY MANAGEMENT INC	\$ 109,084
15	14-34-451-043	FIRST FINANCIAL BANK	\$ 212,394
16	14-34-451-009	ILLINI BANK	\$ 81,724
17	14-34-453-002	E EMPIRE LLC	\$ 9,672
18	14-34-453-005	E EMPIRE LLC	\$ 106,995
19	14-34-480-001	ABELES, RICHARD A	\$ 97,087
20	14-34-480-029	ABELES, RICHARD A	\$ 668,354
21	14-34-480-028	COMMUNITY PLAYERS	\$ -
22	14-34-480-004	ABELES, RICHARD A	\$ 48,398
23	14-34-480-005	ABELES, RICHARD A	\$ 278,370
24	14-34-480-006	MARATHON PETROLEUM COMPANY LP	\$ 82,550
25	14-34-480-022	KEEGAN, ROBERT F & STACIA R	\$ 127,406
26	14-34-480-026	GUTTCHOW, TODD & KIM	\$ 200,307
27	14-34-480-025	PRITTS, LAWRENCE	\$ 84,921
28	14-34-480-008	SEEMAN, CHAD	\$ 82,708
29	14-34-480-030	GROUP OF 5 INVESTMENTS II LC	\$ 373,309
30	14-34-480-031	DELTA COMMUNITY COMPANIES LLC	\$ 224,529
31	14-34-480-018	OREAR, PAMELA D	\$ 124,497
32	14-34-480-019	AMT PROPERTIES	\$ 204,711
33	14-34-480-020	PALMER, ROBERT	\$ 56,667
34	14-34-480-021	CLOTHIER, KENNETH J	\$ 161,870
35	14-35-352-004	NAMOFF, MEGAN A	\$ 62,683
36	14-35-352-005	NAMOFF, MEGAN A	\$ 364,015
37	21-02-103-006	UNITED STATES POST OFFICE	\$ -
38	14-35-354-012	SEEMAN ENTERPRISES LLC	\$ 105,330
39	14-35-354-008	MONSTER PROPERTIES LLC	\$ 185,180
40	14-35-354-009	CUSHMAN, CHRISTOPH	\$ 96,430
41	14-35-354-010	MARS GROUP INC	\$ 123,205
42	14-35-354-011	NOTTOLI TRUST, JOHN G	\$ 203,577
43	14-35-355-017	GMAC	\$ 145,083
44	14-35-355-018	GMAC	\$ 70,093
45	14-35-355-019	GMAC	\$ 2,113,047
46	14-35-378-012	RJ RUST INC	\$ 279,112
47	14-35-378-013	CC PROPERTIES LLC, %FARM BUREAU LIFE INS CO	\$ 296,394
48	14-35-378-010	GMAC	\$ 1,143,142
49	14-35-378-009	LUIS TRABB-PARDO & SHARMAN J HILFINGER TRUST	\$ 175,711
50	14-35-378-008	MAROTT PARTNERSHIP	\$ 139,694
51	14-35-378-005	SADIKU, NAIM & NAJDA	\$ 427,143
52	14-35-378-007	PARDO-TRABB, LUIS & SHARMAN JANE HILFINGER	\$ 239,604
53	14-35-378-006	TRABB-PARDO TRUST, LUIS & SHARMON HILFINGER	\$ 131,417
54	14-35-377-022	HARMON, GERALD	\$ 111,485
55	14-35-377-025	PATEL, BHARAT	\$ 687,500
56	14-35-377-018	AMEREN IP	\$ 38,223
57	14-35-377-019	AMEREN IP	\$ 78,865
58	14-35-377-017	LOYAL ORDER OF MOOSE	\$ 220,230
59	14-35-377-016	LOYAL ORDER OF MOOSE	\$ 80,998
60	14-35-377-015	AMT PROPERTIES	\$ 117,868
61	14-35-377-014	BLOOMINGTON FAIRWAY KNOLLS CHURCH NAZARENE	\$ -
62	14-35-451-019	AMF BOWLING CENTER ATTN REAL ESTATE DEPARTMENT	\$ 45,689
63	14-35-451-020	AMF BOWLING CENTER ATTN REAL ESTATE DEPARTMENT	\$ 28,827
64	14-35-451-021	AMF BOWLING CENTER ATTN REAL ESTATE DEPARTMENT	\$ 524,461
65	14-35-452-014	ALLEN, OTIS	\$ 173,922
TOTAL			\$ 13,911,107

Ordinance No. 2016-

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

WHEREAS, it is desirable and in the best interests of the citizens of the City of Bloomington, McLean County, Illinois (the “*Municipality*”), for the Municipality to implement tax increment allocation financing pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1, *et seq.* (the “*TIF Act*”), for a development and redevelopment plan as set forth in the *Tax Increment Financing Redevelopment Plan, Empire Street Corridor Redevelopment Project Area* (the “*Plan*”) within the municipal boundaries of the Municipality and within a proposed redevelopment project area (the “*Area*”), described in *Section 1* of this Ordinance; and,

WHEREAS, the Mayor and City Council of the Municipality (collectively, the “*Corporate Authorities*”) have heretofore by ordinance adopted and approved the Plan, which Plan was identified in such ordinance and was the subject, along with the Area designation hereinafter made, of a public hearing held on the 8th day of February, 2016, at the Bloomington City Hall, 109 East Olive Street, Bloomington, Illinois, and it is now necessary and desirable to designate the Area as a “redevelopment project area” pursuant to the TIF Act.

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

Section 1: Area Designated. The Area, as legally described in *Exhibit A*, attached hereto and incorporated herein as if set out in full by this reference, is hereby designated as a redevelopment project area pursuant to Section 11-74.4-4 of the TIF Act. The map of the Area

showing the street location is depicted in *Exhibit B*, attached hereto and incorporated herein as if set out in full by this reference.

Section 2: Determination of Total Initial Equalized Assessed Valuation; Parcel Identification Numbers Identified. It is hereby expressly found and determined that the year the County Clerk of the County of McLean, Illinois (the “*County Clerk*”), shall use for determining the total initial equalized assessed valuation of the Area is tax year 2015 (pay 2016). It is further hereby expressly found and determined that the list of the parcel tax identification numbers for each parcel of property included in the Area, listed in *Exhibit C*, attached hereto and incorporated herein, is a true, correct, and complete list of said numbers for said parcels of property.

Section 3: Transmittal to County Clerk. The City Clerk is hereby expressly directed to transmit to the County Clerk a certified copy of this Ordinance, which includes a legal description of the Area, a map of the Area, identification of the year that the County Clerk shall use for determining the total initial equalized assessed value of the Area, and a list of the parcel tax identification numbers for each parcel of property included in the Area.

Section 4: Invalidity of Any Section. If any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 5: Superseder and Effective Date. All ordinances, resolutions, motions, or orders in conflict *Section* with this Ordinance are repealed to the extent of such conflict, and this Ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and approval as provided by law.

Passed this 22nd day of February, 2016.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of February 2016.

Tari Renner, Mayor

Attest:

Cherry L. Lawson, City Clerk

Published in pamphlet form:

_____, 2016

Exhibit A

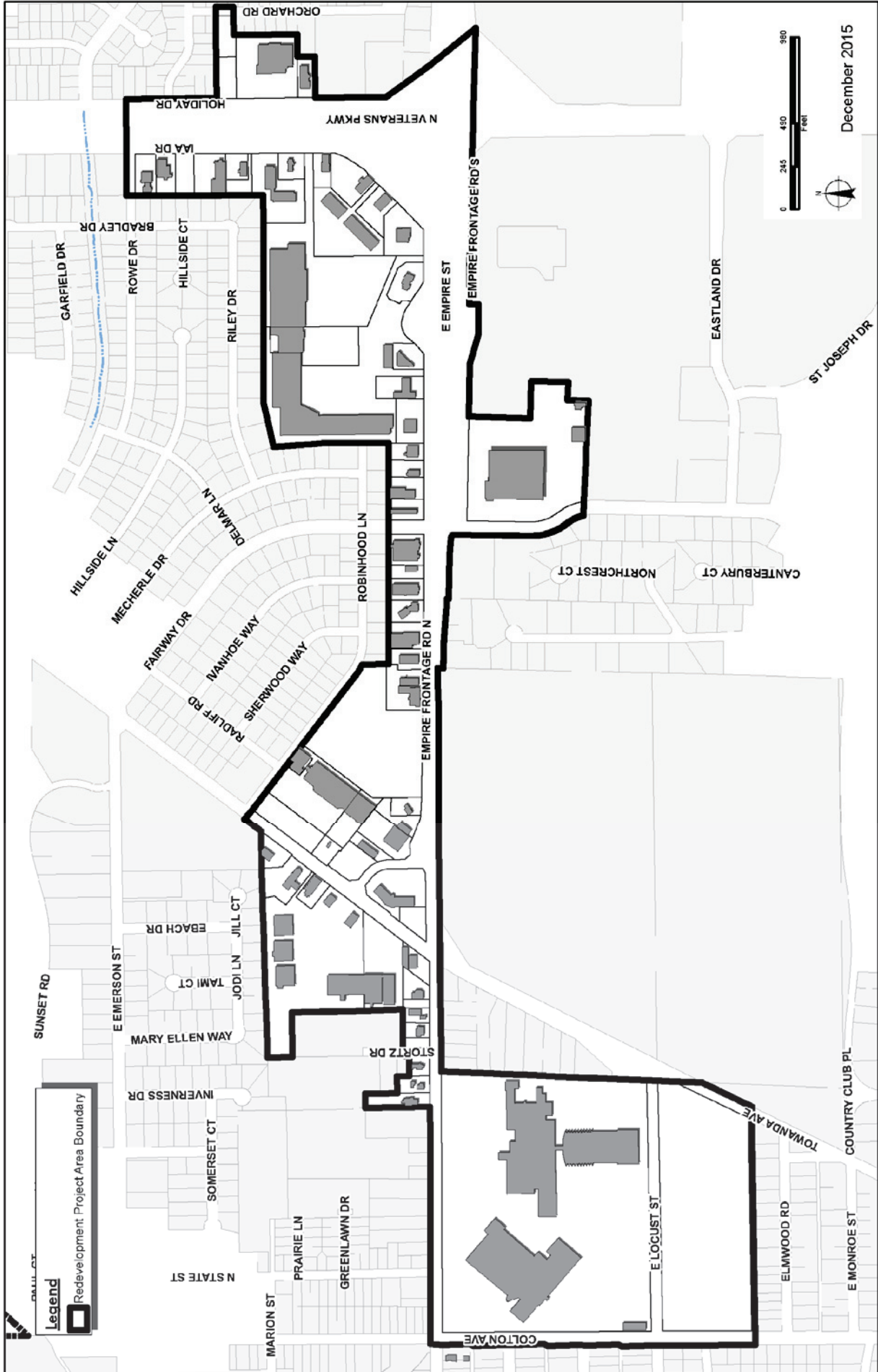
Legal Description of Redevelopment Project Area

A part of Section 34 and 35 in Township 24 North, Range 2 East and a part of Section 2 and 3 in Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the point of intersection of the west right of way line of Colton Avenue and the north right of way line of Empire Street; thence Easterly on said north right of way line of Empire Street to the southwest corner of a tract of land described in Executor's Deed recorded as Document No. 2015-18668 in the McLean County Recorder of Deeds Office; thence Northerly to the northwest corner of said tract described in Document No. 2015-18668; thence Easterly to the northeast corner of said tract described in Document No. 2015-18668; thence Southerly on the east line of said tract described in Document No. 2015-18668 to the northwest corner of a tract described in a Quit Claim Deed recorded as Document No. 2013-25879 in said Recorder Office; thence Easterly to the northeast corner of said tract described in Document No. 2013-25879; thence Southerly on the east line of said tract described in Document No. 2013-25879 to the northwest corner of the West 115 feet of the East 145 feet of the South 115 feet of Lot 1 in County Clerk's Subdivision of the south end of the SW $\frac{1}{4}$ of Section 34, Township 24 North, Range 2 East of the Third Principal Meridian; thence Easterly on the north line of said West 115 feet of the East 145 feet of the South 115 feet of said Lot 1 to the west right of way line of Stortz Drive; thence Northerly on said west right of way line of Stortz Drive to the point of intersection with the westerly extension of the north line of Greenbriar Subdivision; thence Easterly 253.64 feet on said westerly extension and the north line of said Greenbriar Subdivision; thence Northerly 623.81 feet to a point lying 253.64 feet east of the west line of the SE $\frac{1}{4}$ of said Section 34; thence Westerly 253.64 feet to said west line of the of the SE $\frac{1}{4}$ of Section 34, said point lying 397.69 feet north of the north right of way line of said Stortz Drive; thence Northerly on said west line of the SE $\frac{1}{4}$ of Section 34 to the south line of Pinebach Subdivision; thence Easterly on said south line of Pinebach Subdivision and the easterly extension thereof to the northwesterly right of way line of Towanda Avenue; thence Northeasterly on said northwesterly right of way line of Towanda Avenue to the point of intersection with the southwest right of way line of Robinhood Lane; thence Southeasterly on said southwest right of way line of Robinhood Lane to the east line of Lot 1 Verizon Empire Street Subdivision; thence Southerly on said east line of said Lot 1 Verizon Empire Street Subdivision to the northwest corner of Lot 148 in Fairway Knolls 2nd Addition; thence Easterly on the north line of Lots 148, 149, 150, 151, 152, 135 and the easterly extension thereof and 134 in said Fairway Knolls 2nd Addition and Lots 500, 501, 502 and 503 in Fairway Knolls 9th Addition to the southeast corner of Fairway Knolls 6th Addition; thence Northerly on the east line of said Fairway Knolls 6th Addition to the point of intersection with the south line of Fairway Knolls 7th Addition; thence Easterly on said south line of Fairway Knolls 7th Addition and Fairway Knolls 10th Addition to the southeast corner of said Fairway Knolls 10th Addition; thence Northerly on the east line of said Fairway Knolls 10th Addition and the east line of Lots 245 and 246 in Fairway Knolls 5th Addition and the northerly extension thereof to the north right of way line of Rowe Drive; thence Easterly on said north right of way line of Rowe Drive and the easterly extension thereof to the east right of way line of Veterans Parkway / Holiday Drive; thence Southerly on said east right of way line of Veterans Parkway / Holiday Drive to the northwest corner of Lot 9 in Resubdivision of Lot 2 Circle Lanes Subdivision; thence Easterly on

the north line of said resubdivision to the northeast corner of Lot 10 in said Resubdivision of Lot 2 Circle Lanes Subdivision; thence Southerly to the southeast corner of said Lot 10; thence Westerly on the south line of said Lot 10 to the northerly extension of the east line of Lot 11 in said Resubdivision of Lot 2 Circle Lanes Subdivision; thence Southerly to the southeast corner of said Lot 11; thence Westerly on the south line of said Lot 11 to the northeast corner of Lot 1 in Makewi Subdivision; thence Southerly to the southwest corner of said Lot 1 Makewi Subdivision; thence Westerly on the south line of said Lot 1 Makewi Subdivision to said east right of way line of Veterans Parkway / Holiday Drive; thence Southerly on the easterly right of way line of Veterans Parkway / Holiday Drive to the south right of way line of Empire Street; thence Westerly on said south right of way line of Empire Street to the northwest corner of Lot 1 in Eastland Mall Subdivision; thence Southerly 345.00 feet on the westerly line of said Lot 1 Eastland Mall Subdivision; thence Easterly 204.87 feet on said westerly line of Lot 1; thence Southerly 228.58 feet on said westerly line; thence Westerly 105.00 feet on said westerly line; thence Southerly 112.00 feet on said westerly line to a line lying 525.04 feet north of and parallel with the south line of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 2, Township 23 North, Range 2 East of the Third Principal Meridian; thence Westerly on said line lying 525.04 feet north of and parallel with the south line of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 2 and the westerly extension thereof to the westerly right of way line of Fairway Drive; thence Northerly on said westerly right of way line of Fairway Drive to the south right of way line of Empire Street; thence Westerly on said south right of way line of Empire Street to the northwest corner of Lot 7 in Country Club View Subdivision; thence Southerly on the west line of said County Club View Subdivision, Maxine Lartz Subdivision, Pershall Subdivision, part of Lot 2 Davis Subdivision, Shepard's Subdivision and the southerly extension thereof to the southeast right of way line of Towanda Avenue; thence Southwesterly on said southeast right of way line of Towanda Avenue to the easterly extension of the south right of way line of a public alley lying north of and adjoining Blocks 4, 5 and 6 in Davis 4th Addition to Bloomington; thence Westerly on said easterly extension and the south right of way line of said alley and the westerly extension thereof to the west right of way line of Colton Avenue; thence Northerly on said west right of way line of Colton Avenue to the Point of Beginning.

Exhibit B

Map of Redevelopment Project Area



Base Data Source: McLean County Regional Planning Commission

Redevelopment Project Area Boundary

Empire Street Redevelopment Project Area

Exhibit C

List of the Parcel Tax Identification Numbers for Each Parcel of Property Included in the Area

Property Identification Number (PIN) List, Owner and 2014 EAV

Empire Street Redevelopment Project Area

City of Bloomington, Illinois

Map Locator No.	Parcel ID No. (PIN)	Property Owner	2014
1	21-03-126-001	BOARD OF EDUCATION	\$ -
2	14-34-379-037	ASBURY ESTATE, MAURINE A	\$ 68,970
3	14-34-379-016	COX, MARGARET M	\$ 40,091
4	14-34-379-014	MULLIKEN, DORENE E	\$ 49,022
5	14-34-452-001	MCLT FSB-1200	\$ 8,216
6	14-34-452-002	MCLT FSB-1200	\$ 44,574
7	14-34-452-003	REGIONS BANK TRUST DEPARTMENT	\$ 40,344
8	14-34-452-004	MC LT FSB-1200	\$ 12,098
9	14-34-452-005	O'ROURKE, THOMAS J %REDBIRD PROPERTY MGT INC	\$ 105,262
10	14-34-452-007	TOWANDA PLAZA REDBIRD PROPERTY MANAGEMENT INC	\$ 117,802
11	14-34-452-006	TOWANDA PLAZA REDBIRD PROPERTY MANAGEMENT INC	\$ 43,727
12	14-34-451-010	STORTZ, G BARRY-TRUSTEE	\$ 293,843
13	14-34-451-046	TOWANDA PLAZA REDBIRD PROPERTY MANAGEMENT INC	\$ 1,342,677
14	14-34-451-013	TOWANDA PLAZA REDBIRD PROPERTY MANAGEMENT INC	\$ 109,084
15	14-34-451-043	FIRST FINANCIAL BANK	\$ 212,394
16	14-34-451-009	ILLINI BANK	\$ 81,724
17	14-34-453-002	E EMPIRE LLC	\$ 9,672
18	14-34-453-005	E EMPIRE LLC	\$ 106,995
19	14-34-480-001	ABELES, RICHARD A	\$ 97,087
20	14-34-480-029	ABELES, RICHARD A	\$ 668,354
21	14-34-480-028	COMMUNITY PLAYERS	\$ -
22	14-34-480-004	ABELES, RICHARD A	\$ 48,398
23	14-34-480-005	ABELES, RICHARD A	\$ 278,370
24	14-34-480-006	MARATHON PETROLEUM COMPANY LP	\$ 82,550
25	14-34-480-022	KEEGAN, ROBERT F & STACIA R	\$ 127,406
26	14-34-480-026	GUTTCHOW, TODD & KIM	\$ 200,307
27	14-34-480-025	PRITTS, LAWRENCE	\$ 84,921
28	14-34-480-008	SEEMAN, CHAD	\$ 82,708
29	14-34-480-030	GROUP OF 5 INVESTMENTS II LC	\$ 373,309
30	14-34-480-031	DELTA COMMUNITY COMPANIES LLC	\$ 224,529
31	14-34-480-018	OREAR, PAMELA D	\$ 124,497
32	14-34-480-019	AMT PROPERTIES	\$ 204,711
33	14-34-480-020	PALMER, ROBERT	\$ 56,667
34	14-34-480-021	CLOTHIER, KENNETH J	\$ 161,870
35	14-35-352-004	NAMOFF, MEGAN A	\$ 62,683
36	14-35-352-005	NAMOFF, MEGAN A	\$ 364,015
37	21-02-103-006	UNITED STATES POST OFFICE	\$ -
38	14-35-354-012	SEEMAN ENTERPRISES LLC	\$ 105,330
39	14-35-354-008	MONSTER PROPERTIES LLC	\$ 185,180
40	14-35-354-009	CUSHMAN, CHRISTOPH	\$ 96,430
41	14-35-354-010	MARS GROUP INC	\$ 123,205
42	14-35-354-011	NOTTOLI TRUST, JOHN G	\$ 203,577
43	14-35-355-017	GMAC	\$ 145,083
44	14-35-355-018	GMAC	\$ 70,093
45	14-35-355-019	GMAC	\$ 2,113,047
46	14-35-378-012	RJ RUST INC	\$ 279,112
47	14-35-378-013	CC PROPERTIES LLC, %FARM BUREAU LIFE INS CO	\$ 296,394
48	14-35-378-010	GMAC	\$ 1,143,142
49	14-35-378-009	LUIS TRABB-PARDO & SHARMAN J HILFINGER TRUST	\$ 175,711
50	14-35-378-008	MAROTT PARTNERSHIP	\$ 139,694
51	14-35-378-005	SADIKU, NAIM & NAJDA	\$ 427,143
52	14-35-378-007	PARDO-TRABB, LUIS & SHARMAN JANE HILFINGER	\$ 239,604
53	14-35-378-006	TRABB-PARDO TRUST, LUIS & SHARMON HILFINGER	\$ 131,417
54	14-35-377-022	HARMON, GERALD	\$ 111,485
55	14-35-377-025	PATEL, BHARAT	\$ 687,500
56	14-35-377-018	AMEREN IP	\$ 38,223
57	14-35-377-019	AMEREN IP	\$ 78,865
58	14-35-377-017	LOYAL ORDER OF MOOSE	\$ 220,230
59	14-35-377-016	LOYAL ORDER OF MOOSE	\$ 80,998
60	14-35-377-015	AMT PROPERTIES	\$ 117,868
61	14-35-377-014	BLOOMINGTON FAIRWAY KNOLLS CHURCH NAZARENE	\$ -
62	14-35-451-019	AMF BOWLING CENTER ATTN REAL ESTATE DEPARTMENT	\$ 45,689
63	14-35-451-020	AMF BOWLING CENTER ATTN REAL ESTATE DEPARTMENT	\$ 28,827
64	14-35-451-021	AMF BOWLING CENTER ATTN REAL ESTATE DEPARTMENT	\$ 524,461
65	14-35-452-014	ALLEN, OTIS	\$ 173,922
TOTAL			\$ 13,911,107

Ordinance No. 2016-

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

WHEREAS, it is desirable and in the best interests of the citizens of the City of Bloomington, McLean County, Illinois (the “*Municipality*”), for the Municipality to adopt tax increment allocation financing pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1, *et seq.* (the “*TIF Act*”); and,

WHEREAS, pursuant to the TIF Act, the Mayor and City Council of the Municipality (collectively, the “*Corporate Authorities*”) have heretofore approved the Empire Street Corridor Redevelopment Plan for the Empire Street Corridor Redevelopment Project Area (the “*Plan*”) as required by the TIF Act by passage of an ordinance and have heretofore designated the Empire Street Corridor Redevelopment Project Area (the “*Area*”) as required by the TIF Act by passage of an ordinance and have otherwise complied with all other conditions precedent required by the TIF Act.

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

Section 1: Tax Increment Financing Adoption. The TIF Act is hereby adopted to pay redevelopment project costs, as defined therein and as set forth in the Plan, within the Area, as legally described in *Exhibit A*, attached hereto and incorporated herein. The map of the Area showing the street location is depicted in *Exhibit B*, attached hereto and incorporated herein as if set out in full by this reference.

Section 2: Allocation of Ad Valorem Taxes. Pursuant to the TIF Act, the ad valorem taxes, if any, arising from the levies upon taxable real property in the Area by taxing districts and tax rates determined in the manner provided in Section 11-74.4-9(c) of the TIF Act each year after the effective date of this Ordinance until the project costs and obligations issued in respect thereto have been paid, shall be divided as follows:

- (a) That portion of taxes levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the lower of the current equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract, or parcel of real property in the Area, shall be allocated to and when collected shall be paid by the county collector to the respective affected taxing districts, in the manner required by law in the absence of the adoption of tax increment allocation financing.
- (b) That portion, if any, of such taxes which is attributable to the increase in the current equalized assessed valuation of each lot, block, tract, or parcel of real property in the Area over and above the initial equalized assessed value of each property in the Area, shall be allocated to and when collected shall be paid to the municipal treasurer or to his or her designee, pursuant to Section 207A of the Revenue Act of 1939 of the State of Illinois, as amended, who shall deposit said taxes into a special fund, hereby created, and designated the “City of Bloomington Empire Street Corridor Tax Increment Redevelopment Project Area Special Tax Allocation Fund” of the Municipality, and such taxes shall be used for the

purpose of paying Project costs and obligations incurred in the payment thereof.

Section 3: Invalidity of Any Section. If any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 4: Superseder and Effective Date. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are repealed to the extent of such conflict, and this Ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and approval as provided by law.

Passed this 22nd day of February, 2016.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of February, 2016.

Tari Renner, Mayor

Attest:

Cherry L. Lawson, City Clerk

Exhibit A

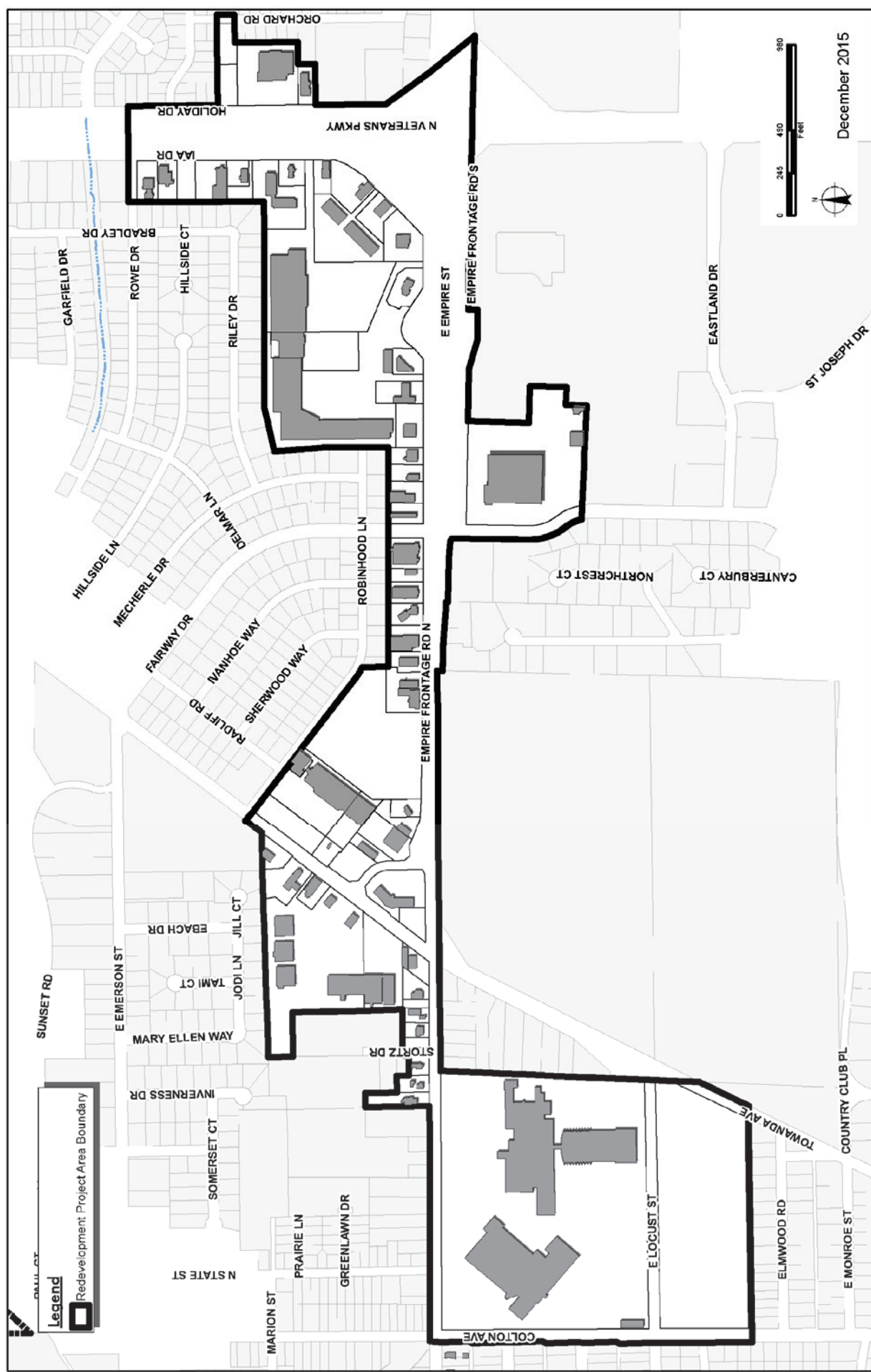
Legal Description of the Redevelopment Project Area

A part of Section 34 and 35 in Township 24 North, Range 2 East and a part of Section 2 and 3 in Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the point of intersection of the west right of way line of Colton Avenue and the north right of way line of Empire Street; thence Easterly on said north right of way line of Empire Street to the southwest corner of a tract of land described in Executor's Deed recorded as Document No. 2015-18668 in the McLean County Recorder of Deeds Office; thence Northerly to the northwest corner of said tract described in Document No. 2015-18668; thence Easterly to the northeast corner of said tract described in Document No. 2015-18668; thence Southerly on the east line of said tract described in Document No. 2015-18668 to the northwest corner of a tract described in a Quit Claim Deed recorded as Document No. 2013-25879 in said Recorder Office; thence Easterly to the northeast corner of said tract described in Document No. 2013-25879; thence Southerly on the east line of said tract described in Document No. 2013-25879 to the northwest corner of the West 115 feet of the East 145 feet of the South 115 feet of Lot 1 in County Clerk's Subdivision of the south end of the SW $\frac{1}{4}$ of Section 34, Township 24 North, Range 2 East of the Third Principal Meridian; thence Easterly on the north line of said West 115 feet of the East 145 feet of the South 115 feet of said Lot 1 to the west right of way line of Stortz Drive; thence Northerly on said west right of way line of Stortz Drive to the point of intersection with the westerly extension of the north line of Greenbriar Subdivision; thence Easterly 253.64 feet on said westerly extension and the north line of said Greenbriar Subdivision; thence Northerly 623.81 feet to a point lying 253.64 feet east of the west line of the SE $\frac{1}{4}$ of said Section 34; thence Westerly 253.64 feet to said west line of the SE $\frac{1}{4}$ of Section 34, said point lying 397.69 feet north of the north right of way line of said Stortz Drive; thence Northerly on said west line of the SE $\frac{1}{4}$ of Section 34 to the south line of Pinebach Subdivision; thence Easterly on said south line of Pinebach Subdivision and the easterly extension thereof to the northwesterly right of way line of Towanda Avenue; thence Northeasterly on said northwesterly right of way line of Towanda Avenue to the point of intersection with the southwest right of way line of Robinhood Lane; thence Southeasterly on said southwest right of way line of Robinhood Lane to the east line of Lot 1 Verizon Empire Street Subdivision; thence Southerly on said east line of said Lot 1 Verizon Empire Street Subdivision to the northwest corner of Lot 148 in Fairway Knolls 2nd Addition; thence Easterly on the north line of Lots 148, 149, 150, 151, 152, 135 and the easterly extension thereof and 134 in said Fairway Knolls 2nd Addition and Lots 500, 501, 502 and 503 in Fairway Knolls 9th Addition to the southeast corner of Fairway Knolls 6th Addition; thence Northerly on the east line of said Fairway Knolls 6th Addition to the point of intersection with the south line of Fairway Knolls 7th Addition; thence Easterly on said south line of Fairway Knolls 7th Addition and Fairway Knolls 10th Addition to the southeast corner of said Fairway Knolls 10th Addition; thence Northerly on the east line of said Fairway Knolls 10th Addition and the east line of Lots 245 and 246 in Fairway Knolls 5th Addition and the northerly extension thereof to the north right of way line of Rowe Drive; thence Easterly on said north right of way line of Rowe Drive and the easterly extension thereof to the east right of way line of Veterans Parkway / Holiday Drive; thence Southerly on said east right of way line of Veterans Parkway / Holiday Drive to the northwest corner of Lot 9 in Resubdivision of Lot 2 Circle Lanes Subdivision; thence Easterly on

the north line of said resubdivision to the northeast corner of Lot 10 in said Resubdivision of Lot 2 Circle Lanes Subdivision; thence Southerly to the southeast corner of said Lot 10; thence Westerly on the south line of said Lot 10 to the northerly extension of the east line of Lot 11 in said Resubdivision of Lot 2 Circle Lanes Subdivision; thence Southerly to the southeast corner of said Lot 11; thence Westerly on the south line of said Lot 11 to the northeast corner of Lot 1 in Makewi Subdivision; thence Southerly to the southwest corner of said Lot 1 Makewi Subdivision; thence Westerly on the south line of said Lot 1 Makewi Subdivision to said east right of way line of Veterans Parkway / Holiday Drive; thence Southerly on the easterly right of way line of Veterans Parkway / Holiday Drive to the south right of way line of Empire Street; thence Westerly on said south right of way line of Empire Street to the northwest corner of Lot 1 in Eastland Mall Subdivision; thence Southerly 345.00 feet on the westerly line of said Lot 1 Eastland Mall Subdivision; thence Easterly 204.87 feet on said westerly line of Lot 1; thence Southerly 228.58 feet on said westerly line; thence Westerly 105.00 feet on said westerly line; thence Southerly 112.00 feet on said westerly line to a line lying 525.04 feet north of and parallel with the south line of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 2, Township 23 North, Range 2 East of the Third Principal Meridian; thence Westerly on said line lying 525.04 feet north of and parallel with the south line of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 2 and the westerly extension thereof to the westerly right of way line of Fairway Drive; thence Northerly on said westerly right of way line of Fairway Drive to the south right of way line of Empire Street; thence Westerly on said south right of way line of Empire Street to the northwest corner of Lot 7 in Country Club View Subdivision; thence Southerly on the west line of said County Club View Subdivision, Maxine Lartz Subdivision, Pershall Subdivision, part of Lot 2 Davis Subdivision, Shepard's Subdivision and the southerly extension thereof to the southeast right of way line of Towanda Avenue; thence Southwesterly on said southeast right of way line of Towanda Avenue to the easterly extension of the south right of way line of a public alley lying north of and adjoining Blocks 4, 5 and 6 in Davis 4th Addition to Bloomington; thence Westerly on said easterly extension and the south right of way line of said alley and the westerly extension thereof to the west right of way line of Colton Avenue; thence Northerly on said west right of way line of Colton Avenue to the Point of Beginning.

Exhibit B

Map of the Redevelopment Project Area



Redevelopment Project Area Boundary

Empire Street Redevelopment Project Area

CITY OF
Bloomington
ILLINOIS

REGULAR AGENDA ITEM NO. 8D

FOR COUNCIL: February 22, 2016

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

RECOMMENDATION/MOTION: That the ordinance for the proposed Economic Incentive Agreement between the City of Bloomington and Kroger Limited Partnership I be approved, and authorize the Mayor and City Clerk to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 3: Grow the Local Economy; Goal 4: Strong Neighborhoods; Goal 5: Great Place – Livable, Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 3a. Retention and growth of current local businesses; 3d. Expanded retail businesses; 3e. Strong working relationship among the City, businesses & economic development organizations. Objective 4c: Preservation of property/home valuations; Objective 5b: City decisions consistent with plans and policies; 5c. Incorporation of “Green Sustainable” concepts into City’s development and plans; 5e: More attractive city: commercial areas and neighborhoods.

BACKGROUND & OVERVIEW: In 1883 Barney Kroger opened his first grocery store in downtown Cincinnati, Ohio. By 1902 the Kroger Grocery and Baking Company had grown to 40 stores. In 1929 there were over 5,575 Kroger stores across the Midwest, including four stores in Bloomington-Normal. According to records obtained from the McLean County Museum of History, Kroger has a 90 year history in Bloomington-Normal and is the area's oldest continuously operating grocer.

Today, The Kroger Co. operates over 2,600 stores in 34 states and was recently ranked by the National Retail Federation as the world’s third-largest retailer behind Wal-Mart and Costco. Locally, The Kroger Co. operates three stores with a combined annual payroll over \$5.2 million employing over 300 area residents (many are members of the United Food & Commercial Workers International Union Local 536) and Kroger’s stores rank highly on the list of McLean County’s top grossing retailers.

In early 2015, representatives from Kroger’s real estate division contacted the City’s Office of Economic Development regarding available development sites in the City for a proposed new Kroger “Marketplace” store which would serve as Kroger’s flagship store in the Bloomington-Normal market. Due to space limitations, Kroger is unable to enlarge the footprint of its existing store at 1550 East College Ave in Normal which is of insufficient size to support the store’s growing sales and accommodate Kroger’s expanded product line.

After considering multiple potential development sites in both the Town and the City, the undeveloped parcel at the southwest corner of Hershey Road and College Avenue was determined by Kroger to be the optimal location for the new store; however the site presented a number of challenges. Staff encouraged Kroger to continue its due diligence regarding this site cognizant that economic development incentives could be available to assist in overcoming the site's challenges.

In late 2015, Kroger informed City staff that, with the assistance of the firm's local civil engineering consultant and with further negotiations with the property owner, the site's challenges have been quantified and calculated as follows: 1) Approximately three (3) acres of additional property will need to be acquired by the developer to align the proposed private drive with the signalized intersection on College Avenue; 2) An eastbound deceleration lane / right turn lane on College Avenue will need to be constructed to provide safe access to the site for eastbound traffic; 3) Modifications to the existing signalized intersection are required to tie the development into the existing traffic signal system; and 4) A small wetland on the site will need to be mitigated before construction can commence.

The Kroger Co. is now proposing the construction of a 128,000 square foot Kroger Marketplace and fuel center on the site, which would represent a total investment of \$25.7 million, contingent on the approval of an Economic Incentive Agreement whereby the City would rebate one third (1/3) of a sales tax rate equal to 1% sales tax over ten (10) years up to \$2.57 million (10% of the total investment) to offset the extraordinary costs of development at this site. Based on sales projections provided by The Kroger Co. and verified by data from the National Retail Federation, the proposed Marketplace store is anticipated to generate various sales tax revenues payable to the City in excess of \$10 million over the ten year term of the proposed Economic Incentive Agreement.

Additionally, Kroger has indicated that it intends to partner with Connect Transit by installing bus shelters on College Avenue and Hershey Road and incorporating sidewalks throughout the development in support of sustainable transportation options for bus riders, bicyclists, and walkers throughout the community and nearby residents. Recent research by real estate firm Zillow has found that home values increase over time when a grocery retailer with an abundant offering of natural / organic products locates in an existing neighborhood. Kroger's "Simple Truth" line of natural and organic foods along with its other in-house brands will likely be a welcome addition to the nearby residential neighborhoods near the proposed development site and support residential property values in the area for years to come.

Furthermore, the proposed development site was highlighted in the 2015/2035 Comprehensive Plan (Adopted by the City Council on August 24, 2015) as a "Tier One" priority focus area for in-fill development and redevelopment to "support the goals of compact development, leveraging Bloomington's investment in city services, and keeping growth contiguous to the City." The Comprehensive Plan recommends that incentives be offered to promote in-fill development over greenfield development on the fringe of the city, bolstering staff's support for the requested incentive.

Overall, staff is supportive of Kroger's requested incentive and recommends that the Council approve the proposed Economic Incentive Agreement to support the retention and expansion of The Kroger Co. in the City of Bloomington. If approved, Kroger has indicated that construction of the new Marketplace store could start as early as the spring/summer of 2016 and the new store could open by the summer/fall of 2017.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The appropriate Department Heads and representatives from Public Works, Community Development, Finance, and Water participated in a comprehensive discussion regarding the proposed development. A required rezoning of the property from M-1 "Restricted Manufacturing District" to B-1 "Highway Business District" will be considered at the Planning Commission meeting on February 25, 2016 and a Public Hearing will be held at that meeting regarding the rezoning request.

FINANCIAL IMPACT: The proposed incentive is in compliance with the City's Economic Development Strategic Plan and Economic Development Incentive Guidelines, both of which were approved by the City Council on October 22, 2012. Additional details are included in the attached Incentive Packet.

As set forth in the proposed Economic Incentive Agreement, The Kroger Co. has agreed to purchase approximately 18 acres of land in the City and construct a 128,000 square foot retail store on or before December 31, 2018. Kroger will be required to provide the City with evidence of a total investment of \$25 million and the continued employment of 160 persons at the store throughout the term of the agreement. The City will commit to rebate to Kroger one-third (1/3) of a sales tax rate equal to 1% sales tax generated by Kroger's retail operations on the site for up to ten (10) years or up to \$2,570,000, whichever occurs first. As stated earlier, the proposed store is anticipated to generate sales tax revenue payable to the City in excess of \$10 million over the ten year term of the proposed Economic Incentive Agreement. Net of the proposed incentive, the City can expect to collect approximately \$8.3 million in sales tax revenue from the proposed development during the 10 year term of the incentive. Additionally, the City will receive Motor Fuel Tax revenue from the proposed fuel center.

The proposed Kroger Marketplace will be a relocation of the existing store at 1550 East College Ave in Normal, so the new store is anticipated to bring along a loyal base of customers and the cannibalization of sales at existing grocery stores in Bloomington should be limited. As residential development in the City continues to expand to the east and north east, having an additional quality grocer like Kroger at the northern most end of the City's Veterans Parkway retail corridor will help the City to capture grocery spending that results from new residential development in this area of the City.

The City and other taxing districts, including McLean County Unit District No. 5 and Heartland Community College will also benefit from this development through an increase in property tax revenue. The 34.53 acre subject property is an undeveloped parcel that has been farmed for many years. Based on calculations performed by the City's Office of Economic Development, when compared to other recently developed retail property in the area, the proposed development could generate in excess of \$225,000 of property taxes annually which would be shared between the

various taxing districts (Note: property taxes are not a component of the proposed incentive agreement with The Kroger Co. and will be fully distributed to the taxing districts).

The agreement contains a section that is commonly referred to as a “claw back” provision. In the event that The Kroger Co. ceases operation of its retail store prior to the minimum ten (10) year commitment, the retailer will be obligated to repay to the City a prorated portion of the sales tax rebate payments that have been issued up until that time. Given the significance of Kroger’s proposed new investment in Bloomington which includes the purchase of land and the construction of a new building of which the company will retain ownership, and Kroger’s documented history of operating each of its Bloomington-Normal locations for between 30 to nearly 60 years before relocating to a new site within the community, and Kroger’s proven track record of success on both the local and national level, it is unlikely that Kroger will leave this site before the end of the ten (10) year agreement term. This clause is included to protect the City from any unforeseen circumstances.

Respectfully submitted for Council consideration.

Prepared by: Austin Grammer, Economic Development Coordinator

Reviewed by: Tom Dabareiner, Community Development Director

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

Legal review by: Kathleen Field Orr, Counsel for Economic Development

Recommended by:



David A. Hales
City Manager

Attachments:

- Office of Economic Development Incentive Packet
- Ordinance Authorizing the Economic Incentive Agreement
- Economic Incentive Agreement and Associated Exhibits

Motion: That the ordinance for the proposed Economic Incentive Agreement between the City of Bloomington and Kroger Limited Partnership I be approved, and authorize the Mayor and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

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



Office of Economic Development

Economic Development Incentive Application

Kroger Limited Partnership I

February 22, 2015

Table of Contents:

- A. Incentive Application
- B. Office of Economic Development Review of the Proposed Incentive
- C. Council Meeting Presentation
 - I. The Kroger Co. By The Numbers
 - II. History of Kroger in Bloomington-Normal
 - III. Kroger Marketplace Overview
 - IV. Project Renderings
 - V. Preliminary Site Plan & Landscape Plan
- D. Economic Development Incentive Agreement & Ordinance



Commercial Incentive Application

Note: The filing and discussion of this application form does not indicate a level of interest in making incentives available to the described project. Furthermore, project must meet all local, state and federal rules and regulations as applicable.

The completed form and attached documentation will be evaluated against the criteria outlined within the City of Bloomington Economic Development Incentive Guideline. These principles include:

- Economic incentives considered by the City must provide a distinct financial return to the City.
- Economic incentives considered by the City must be initiated by the formal application process.
- Economic incentives considered by the City should be derived from new incremental revenue sources unless the 'but for' theory is proven and the City will benefit from a distinct financial return.
- Economic incentives considered by the City must be of an appropriate amount and extend over an appropriate amount of time as related to the proposed project.
- Economic incentives considered by the City will be provided on a project basis.
- Economic incentives considered by the City will be subject to a development agreement inclusive of performance based measurements and appropriate claw back provisions.
- Economic incentives considered by the City will be subject to conformity with applicable State and Federal provisions.
- Economic incentives considered by the City will not be considered on a retroactive basis.

Proposals which satisfy the basic criteria will then be evaluated more thoroughly by the staff of the City of Bloomington. Additional due diligence may be required to confirm assertions made in the application and priority will be placed on projects that meet the following criteria:

- Economic incentives considered by the City must generate a positive community impact.
- Economic incentives considered by the City must demonstrate a documented and verified need for public subsidy.
- Economic incentives considered by the City must enhance the overall quality of life of the citizens of the City of Bloomington in order to promote economic growth.

Please provide as much information as possible. You may attach supplemental files; however, the inclusion of other required documents should be in addition to completing the following form, rather than in place of filling out all sections. Only completed applications will be accepted and evaluated.

If you have questions regarding the application or requested information, please contact:

Austin Grammer, Economic Development Coordinator, City of Bloomington
109 E Olive Street, Bloomington IL 617601
Phone: (309) 434.2611 agrammer@cityblm.org



Commercial Incentive Application

I. Taxpayer Information

Name of Taxpayer Seeking Incentive: *Kroger Limited Partnership I*

Mailing Address: *1014 Vine Street, Cincinnati, Ohio 45202-1100*

Name of authorized to represent taxpayer making application: *Rita Williams, Director, Economic Incentives and Credits*

Address of Authorized representative: *1014 Vine Street, Cincinnati, Ohio 45202-1100*

Telephone & Fax number of authorized representative: *513-762-1425*

Provide a brief description of the Taxpayer's business, including company history, product(s), facilities, sales and corporate growth, and corporate employment. Also discuss any applicable future growth, planned expansions, and/or corporate diversification.

The Kroger Co. is one of the world's largest grocery retailers operating 2,623 grocery retail stores in 34 states. The Kroger Co. Family of Stores formats include grocery and multi-department stores, discount, convenience stores and jewelry stores. We operate under nearly two dozen banners, all of which share the same belief in building strong local ties and brand loyalty with our customers.

Project Profile

Provide an estimated project schedule including (when applicable):

- Closing of purchase
- Permitting
- Environmental Assessment and/or Remediation of Activities
- Construction Start
- Construction Completion
- Occupancy of facilities
- Purchase and installation of equipment
- Other pertinent dates, as appropriate

The project includes the relocation of the existing Kroger Store J-347 from 1550 E. College Avenue in Normal to the southwest corner of College Avenue and Hershey Road in Bloomington.

Proposed new store would be Approximately 125,000 square feet.



Commercial Incentive Application

The following is an estimated timeline for the Project:

Ground Breaking: Early Spring 2017

Store Grand Opening: Early Spring 2018

Sponsor/Developer: *Kroger Limited Partnership I*

Project Street Address: *Southwest corner of College Avenue and Hershey Road*

City, State & Zip Code: *Bloomington, IL 61704*

County: *McLean*

Project type (Commercial Real Estate, Business, Equipment): *Grocery Store & Fuel Center*

Sq. ft. of project: *Approximately 125,000 square foot store on roughly 15 acres*

Total Project Cost/Investment: *\$25,000,000*

Total Incentive Requested: *\$2,570,000.00*

Census Tract Code: *17113001200;5:04*

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

The project includes the relocation of the existing Kroger Store J-347 from 1550 E. College Avenue to the currently undeveloped site at the southwest corner of College Avenue and Hershey Road. The existing store is 53,964 square feet in size and is a typical mid-size Kroger grocery store. The original Kroger Store J-347 opened in 1976 at the west end of what is now known as Landmark Mall in a 30,975 square foot space. Kroger Store J-347 was enlarged during a move to the east end of Landmark Mall in 1994 where the store currently operates today. The proposed new store would be 125,000 square feet and will follow Kroger's successful "Marketplace" concept.

The Marketplace concept is a shopping experience that combines healthy food choices with a complete home store. The Marketplace concept allows The Kroger Co. to offer a wider variety of food options, with expanded fresh produce and health food departments as well as non-traditional grocery store products unique to this store concept including: Home décor items, Nature's Market – a dedicated area for all natural and organic product, Clothing, Jewelry, Floral, Pharmacy and an in-store Starbucks. A fuel center is also proposed to be located at the northeast corner of the property.



Commercial Incentive Application

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

The proposed development site is a greenfield site that has been actively farmed for many years. A residential subdivision is located to the east, Meijer and a church are to the north, a medical clinic is to the west, and a new office park is located to the south.

Will the project require additional municipal services or facilities? Yes

If yes, please explain:

Connections to existing City utilities including water and sanitary sewer will be required. This infrastructure is already in place around the perimeter of the property. Additionally, a tie-in to the existing College Avenue traffic signal on the northern border of the property will be required to convert the traffic signal to a four-way intersection in order to serve the development site.

II. Determination of need for incentive

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

Operating in a highly competitive market, Kroger is continually looking to reduce its operating costs and increase business efficiencies. Due to increased cost of capital and the company's required commitment to its shareholders, Kroger locations are constantly competing for internal funding, capital improvements, and investments in human capital. Each new store has to be approved by the Capital Committee prior to construction. The Higher-than-market development costs for this proposed project are inhibiting the ability to secure corporate approval of the proposed Bloomington Marketplace store. The requested incentive will assist with an improved cost structure for internal competition and the ability for this project to move forward.



Commercial Incentive Application

III. Community Impact

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

Yes: ☒X_____ No: _____

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

City of Bloomington staff has advised The Kroger Co. that the proposed development site on College Avenue is a "Tier One priority focus area" for in-fill development and redevelopment to "support the goals of compact development, leveraging Bloomington's investment in city services, and keeping growth contiguous to the City" as outlined in the City's 2015/2035 Comprehensive Plan.

Will the project create new jobs that can employ local residents?

Yes: ☒X_____ No: _____

If yes, please provide information about the businesses current and projected employees.

Kroger Store J-347 currently employs 85 part-time and 55 full-time associates. The proposed Marketplace store is projected to employ 180 part-time and 120 full-time associates resulting in 95 new part-time positions and 65 new full-time positions.

What is the value of benefits in comparison to base pay?

Due to the competitive nature of the grocery store industry, this information is confidential.

Identify the type(s) of work or position(s) of the new employees that will be newly hired:

The types of work will include customer service and retail management positions.

Will the project provide goods and services not immediately available to the community?

Yes: ☒X_____ No: _____

If yes, please explain:

Kroger Markeplace stores carry over 52,000 SKUs (products), many of which are not typically found in a traditional sized Kroger stores. Kroger's proprietary-in house brands (Kroger, Big K®, Wholesome@Home™, Fresh Selections by Kroger®, Home Sense®, Comforts for Baby®, Private Selection™ and Simple Truth®. Plus, P\$T...™, Check This Out..., and Heritage Farm™) represent over 10,000 quality



Commercial Incentive Application

products that can only be found at the Kroger Co. Family of Stores and will be offered in greater quantities and in a wider selection at the proposed Bloomington Kroger Marketplace store.

Will the project result in greater demand for local goods and services, resulting in indirect job creation for residents of the community?

Yes: ☒ No: ☐

If yes, please explain:

The construction phase of the project and the ongoing maintenance of the Marketplace store have the potential to employ local contractors which could boost the local economy. Kroger is also committed to sourcing locally grown and made products. The proposed Marketplace store will permit the offering of an increased quantity of locally sourced products.

Will the project provide vital community services to residents of the community?

Yes: ☒ No: ☐

The proposed Marketplace store will include a Kroger Pharmacy and The Little Clinic. The Little Clinic is a walk-in clinic focused on treating minor illnesses by nurse practitioners and physician assistants offering health and wellness services to customers 18 months or older at an affordable fee.

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

Yes: ☒ No: ☐

If yes, explain:

As the proposed development site is a greenfield site, it is not currently directly served by Connect Transit, however, three Connect Transit routes (Pink, Brown, and Purple) are in close proximity. The Kroger Co. has an established track record of partnering with local transit systems to assist with the routing of public transportation to provide increased access to Kroger stores for the benefit of the entire community.

Additionally, The Kroger Co. takes great pride in its commitment to environmental sustainability and strives to incorporate energy efficient equipment in all Kroger stores.

If applicable, will the building follow the Green Building Code?

Yes: ☐ No: ☒



Commercial Incentive Application

If applicable, will the building be LEED certified?

Yes: _____ No: ____X____

If yes, certification level: *NA*

Will materials and services necessary to the completion of the project be purchased and/or acquired by local Bloomington-Normal area businesses?

Yes: ____X____ No: _____

If yes, what percentage: *The exact percentage of locally sourced materials and services for this project is unknown at this time.*

Application completed by: *Rita Williams, Director, Economic Incentives and Credits*

Project Role: *Financial Advisor*

Contact Information: *513-762-1425*

Date Completed: *October 21, 2015*

**Review of the Proposed Incentive for The Kroger Co.
for Compliance with the City's Economic Development Policies
February 22, 2016**

The proposed incentive for The Kroger Co. is in compliance with the City's Economic Development Strategic Plan and Economic Development Incentive Guidelines, both of which were approved by the City Council on October 22, 2012. Specifically, the Economic Development Strategic Plan is supportive of the proposed incentive in accordance with the following Goals and Objectives:

- **Goal 1. Retail Retention & Recruitment:** Initiate retail retention and recruitment efforts that will expand the commercial tax base in such a way so as to enhance municipal operations and relieve the burden on individual tax payers.
 - ✓ **Objective A:** Assist existing retail businesses with operational and expansion strategies in order to secure the foundation and stimulate growth of current retailers.
- **Goal 7. Prosperous Community:** Ensure that investment in economic development will add economic value and increase employment within the City.
 - ✓ **Objective B:** Provide normal and customary incentives to new and existing businesses that locate within the City and create jobs.

Additionally, the City's Economic Development Incentive Guidelines are supportive of the proposed incentive in accordance with the following Goals and Objectives:

- **Goal 3. Incentive Sources and Uses:** Economic incentives considered by the City should be derived from new incremental revenue sources unless the 'but for' theory is proven and the City will benefit from a distinct financial return.
 - ✓ **Objective A:** For projects that are requesting sales or property tax rebate incentives, only those City revenues which are directly accrued on an annual basis by the proposed project, will be considered for use to assist in the development or redevelopment activities and costs.
 - ✓ **Objective C:** Projects that involve relocation of an existing activity from one location to another within the boundaries of Bloomington-Normal should be accompanied by a testimonial whereby the affected business' operations would not continue 'but for' the alternate location.
- **Goal 4: Incentive Guidelines:** Economic incentives considered by the City of Bloomington must be of an appropriate amount and extend over an appropriate amount of time as related to the proposed project.
 - ✓ **Objective A:** Normally, not more than 20% of the total project cost will be supported by incentive revenues.
 - ✓ **Objective B:** Total project cost is the cost of development of the project including all land, site, and public infrastructure, and building and site amenity costs necessary to constitute an operating commercial or industrial project.
- **Goal 6. Incentive Terms and Agreements:** Economic incentives considered by the City of Bloomington will be subject to a development agreement inclusive of performance based measurements and appropriate claw back provisions.
 - ✓ **Objective A:** All project assistance from the City will be provided based on a negotiated development project agreement between the City and the developer and is subject to performance based measurements as adopted by the City Council.
 - ✓ **Objective B:** The agreement will contain a cost recovery process whereas in the event that the assisted project fails prior to the completion of the period covered by the incentive, claw back measurements will ensue to ensure recovery of assistance.



CITY OF
Bloomington
ILLINOIS



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

City of Bloomington Office of Economic Development

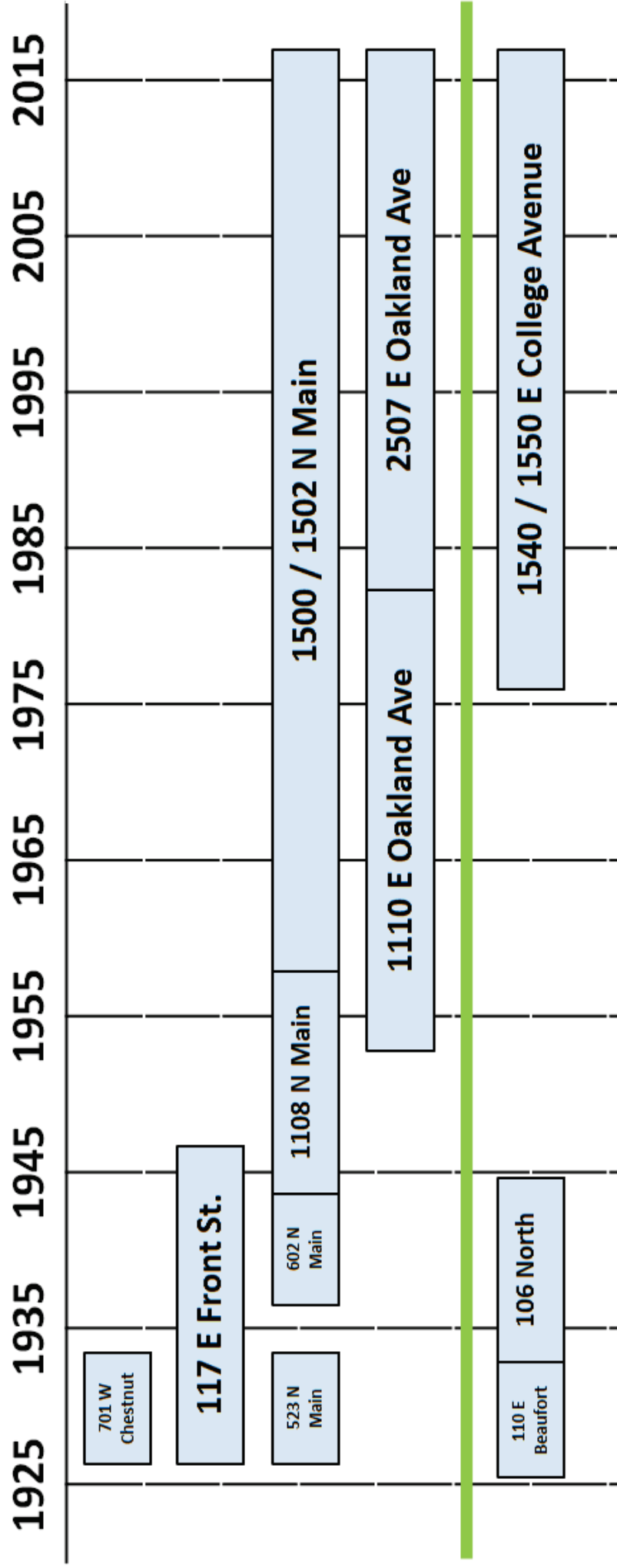
February 22, 2016

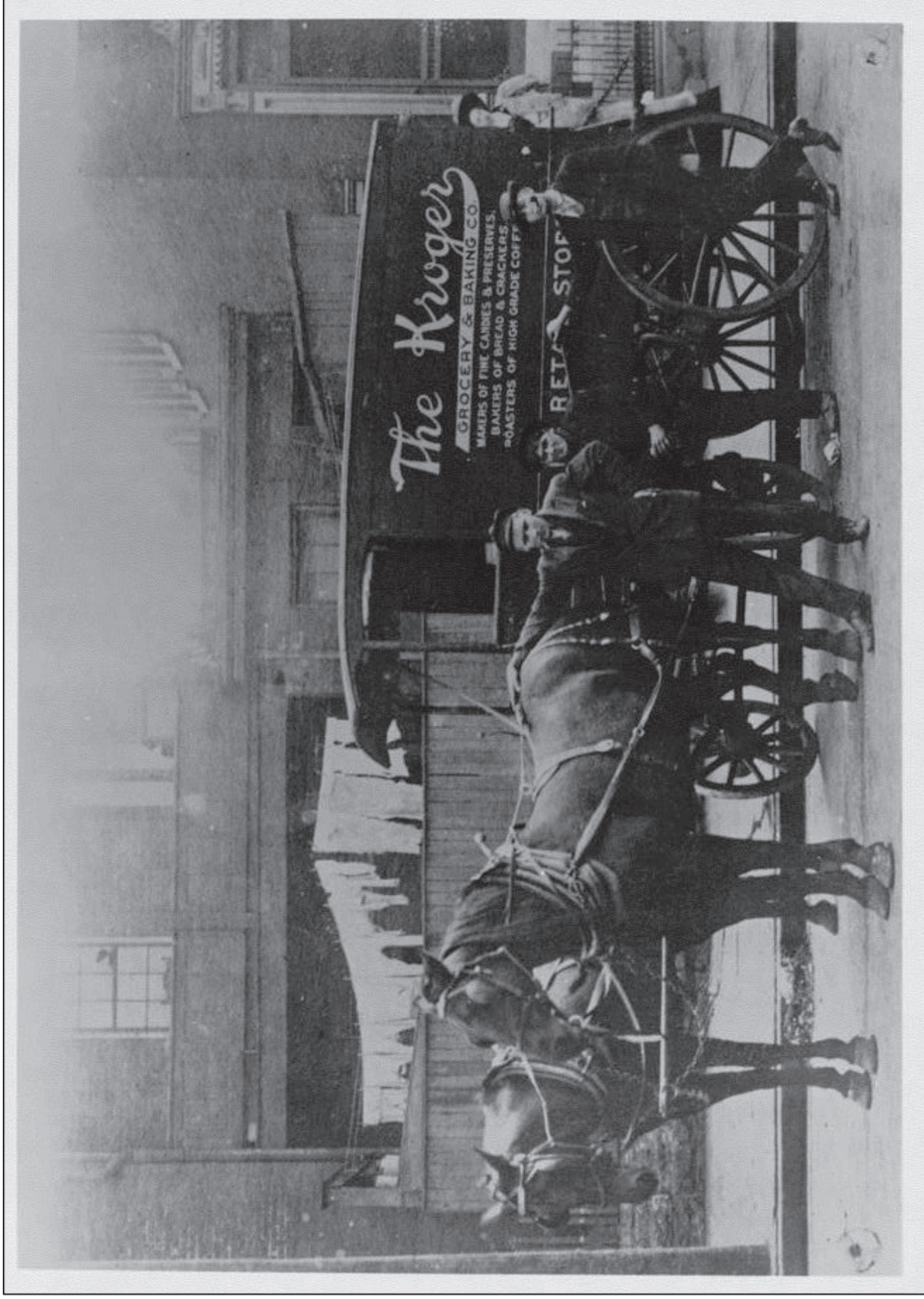


The Kroger Co. is the largest full-service grocery retailer in the United States.



Kroger in Bloomington – Normal: 1926 – Today





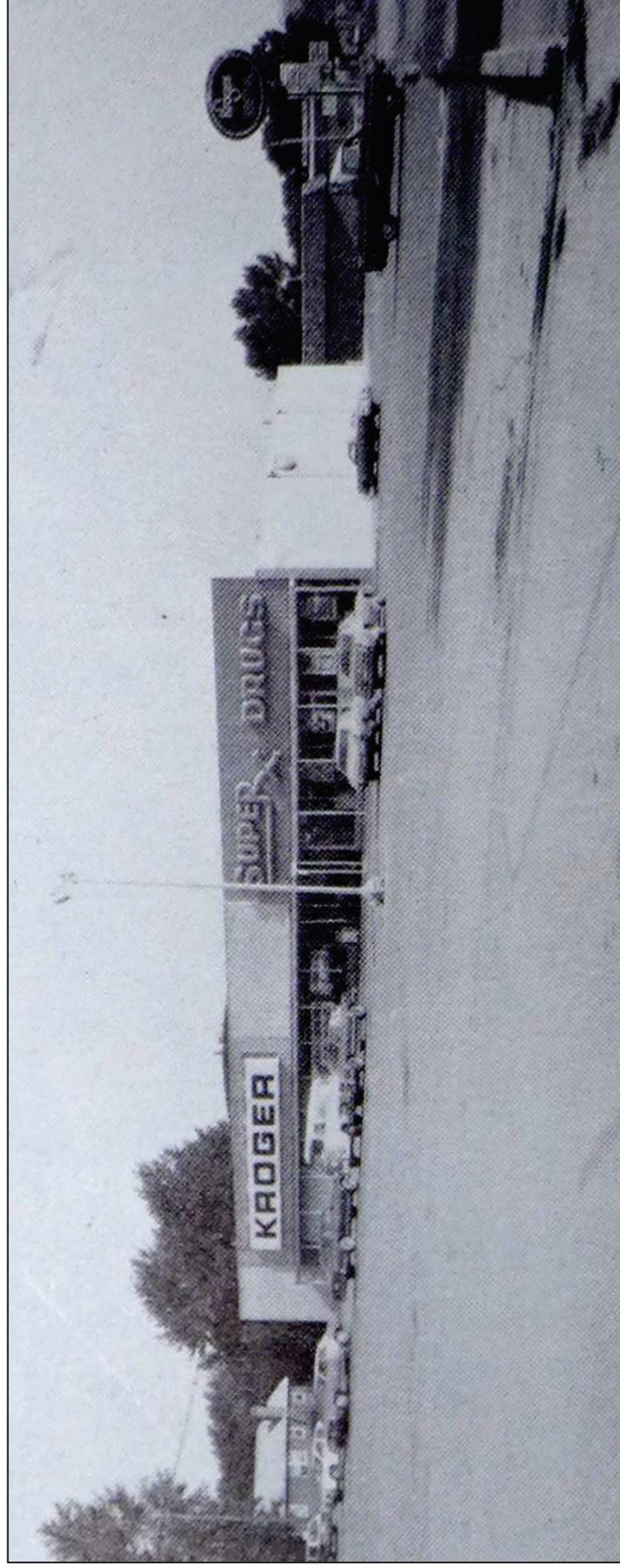
Kroger Grocery & Baking Co. Delivery Wagon, Circa 1925
Source: Quincy, IL Public Library Digital Archive



Kroger Grocery & Baking Co. - East Street, Bloomington, IL - 1927
(Now Site of Abraham Lincoln Parking Garage)
Source: McLean County History Museum



Kroger 1500 North Main Street, Bloomington, IL – 1956
Source: McLean County History Museum / Pantagraph Archives



Kroger 1500 North Main Street, Bloomington, IL – 1982
Source: Old House Society “Then & Now”



42,000 Square foot Kroger at 2507 E Oakland Avenue, Bloomington, IL – December 1981
Source: McLean County History Museum / Pantagraph Archives



Kroger 1500 North Main Street, Bloomington, IL – 2010
Source: Flickr

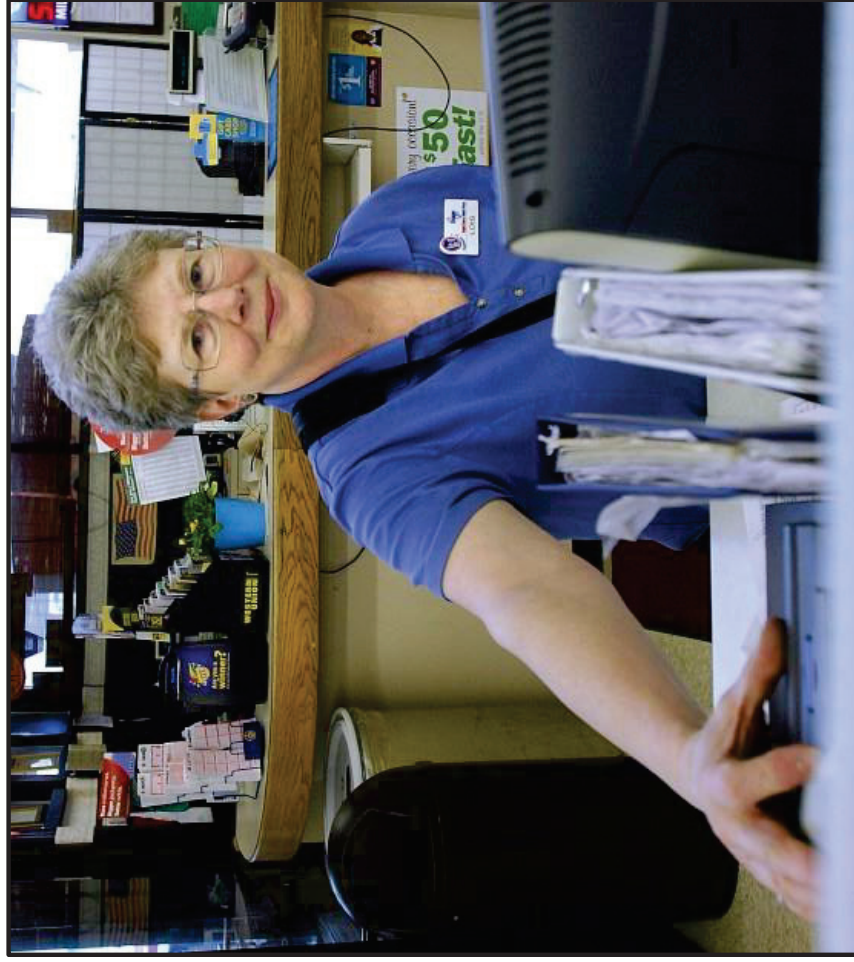


Kroger Store Manager Steve Sula at 2507 E Oakland Avenue, Bloomington, IL – January 1984
Source: McLean County History Museum / Pantagraph Archives



Doug and Linda Grinstead at their retirement party on February 23, 2012. The Hudson couple, store managers at the Kroger stores on North Main Street and East Oakland Avenue, respectively, met at a Kroger store back in 1980.

Source: The Pantagraph



Lois Kincaid, at the Kroger store on East Oakland Avenue on March 29, 2012, retired after nearly 45 years with Kroger.

Source: The Pantagraph



Proposed 128,000 square foot Kroger Marketplace
and fuel center at the southwest corner of
College Avenue and Hershey Road.

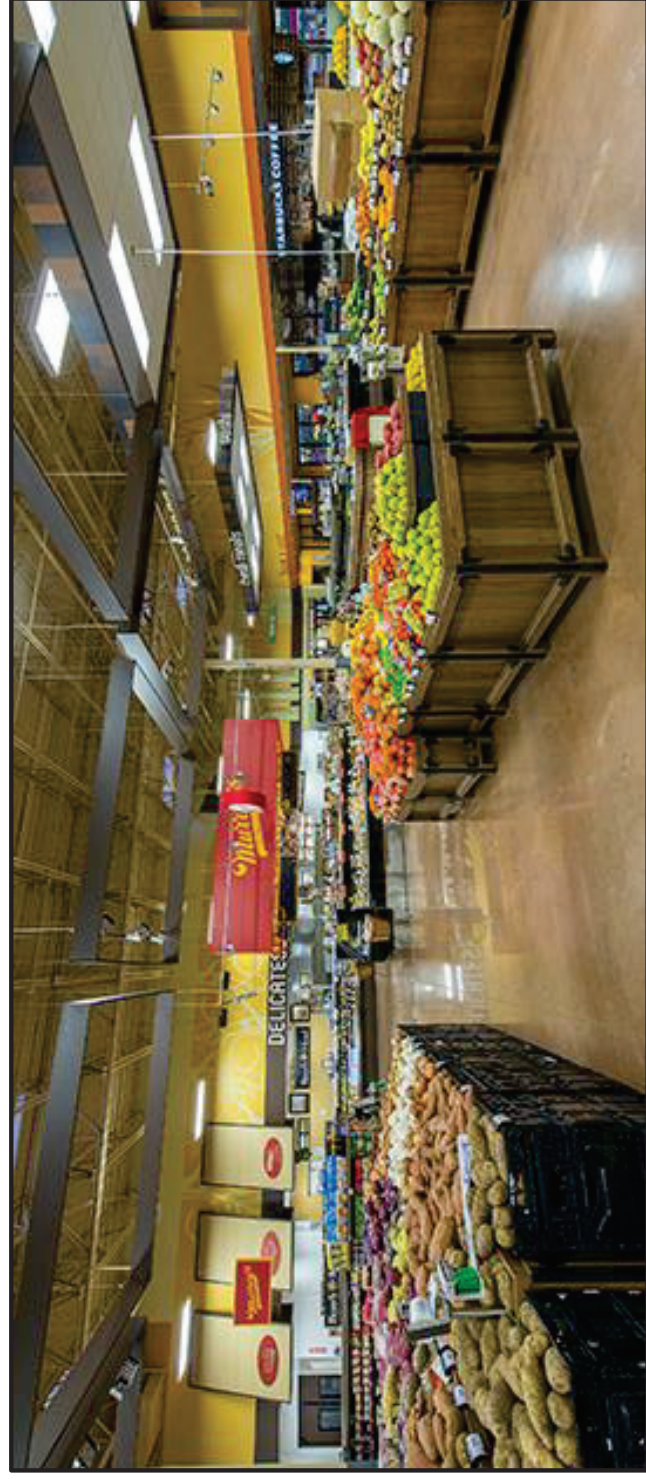
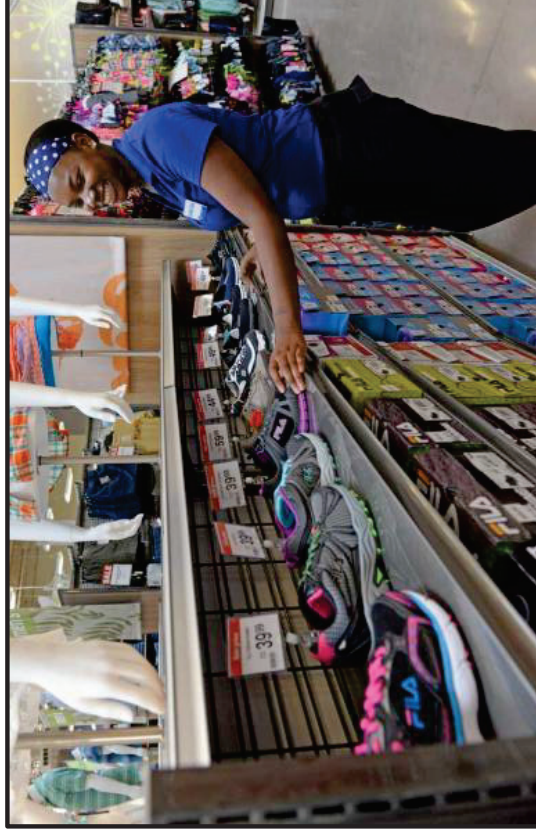
Proposed total investment of \$25.7 million.



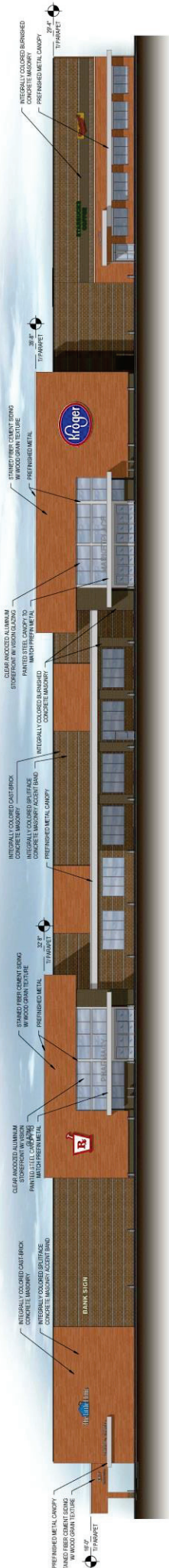
Marketplace

Marketplace stores offer full-service grocery, pharmacy and health & beauty care departments as well as an expanded fresh food offering and general merchandise areas that include apparel, home goods and toys.

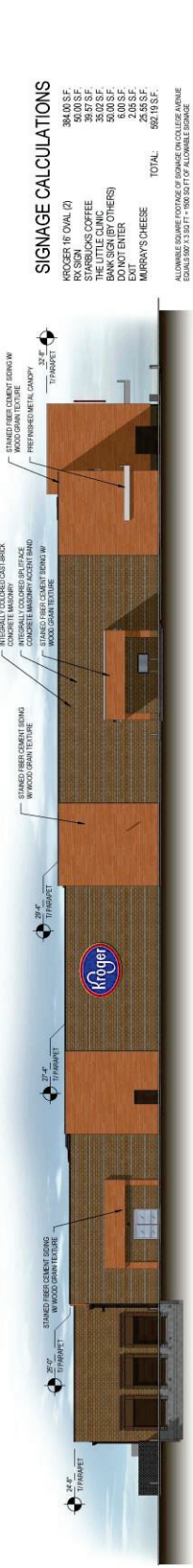
Marketplace stores typically range in size from 100,000 to 130,000 square feet, and require an average investment of \$20-22 million, including real estate.







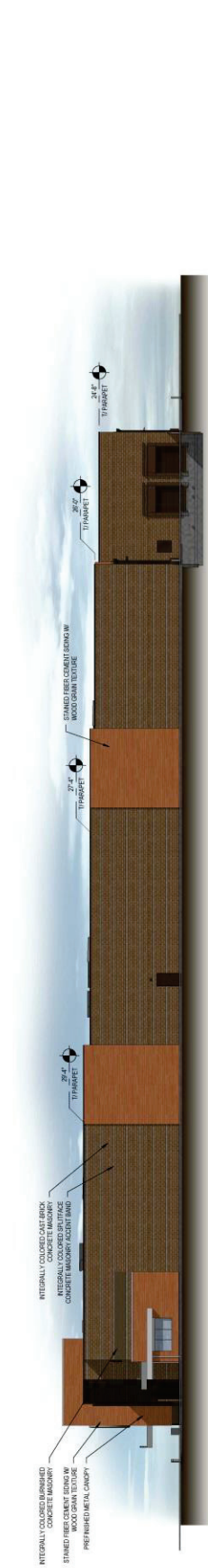
FRONT ELEVATION



SIDE ELEVATION



BACK ELEVATION



SIDE ELEVATION

SIGNAGE CALCULATIONS

KROGER 16 OVAL (2)	384.00 S.F.
STANBROOKS COFFEE	36.00 S.F.
THE LITTLE CLINIC	36.00 S.F.
BANK SIGN (BY OTHERS)	9.00 S.F.
STANBROOKS COFFEE	36.00 S.F.
EXIT	2.00 S.F.
MURRAY'S CHEESE	25.55 S.F.
TOTAL	552.15 S.F.

ALLOWABLE SQUARE FOOTAGE OF SIGNAGE ON COLLEGE AVENUE
EQUALS 597.13 SQ. FT. = 199.38 FT. OF ALLOWABLE SIGNAGE
EQUALS 247.47 SQ. FT. = 123.86 FT. OF ALLOWABLE SIGNAGE



Kroger Store J747

Bloomington, IL

516343

February 1, 2016



Kroger Store J747

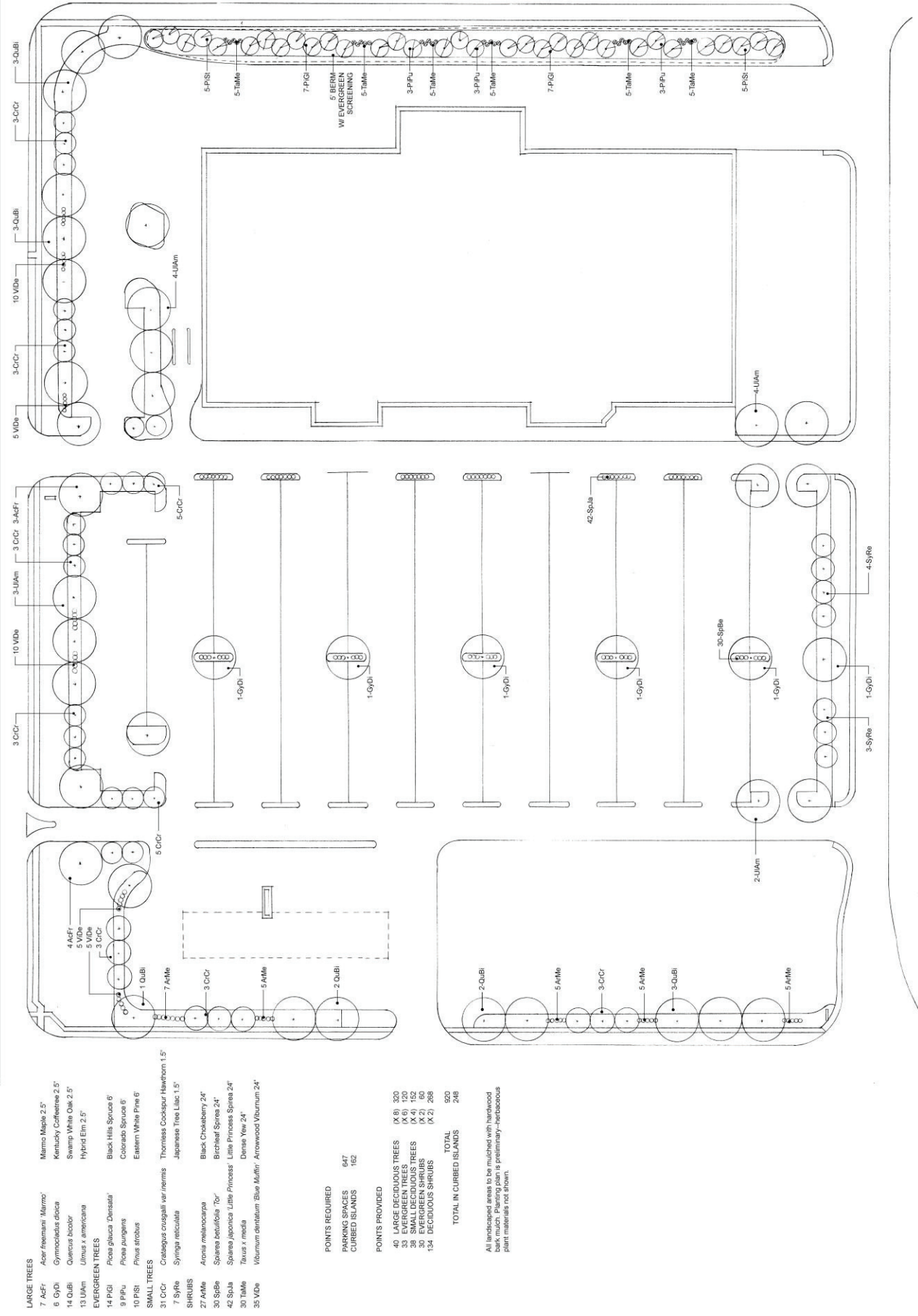
February 1, 2016

Bloomington, IL

516343



www.greenview.com



Ordinance No. _____

**ORDINANCE APPROVING AN ECONOMIC INCENTIVE AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS AND
KROGER LIMITED PARTNERSHIP I**

WHEREAS, the City of Bloomington, McLean County, Illinois (the “*City*”), is a home-rule unit of local government organized under the laws of the State of Illinois and is authorized to enter into economic incentive agreements in order to encourage the development or redevelopment of land within the corporate limits of the City; and,

WHEREAS, the City has identified certain commercial areas within its municipal boundaries where private development or redevelopment would significantly improve its tax base and the tax base of all of the affected taxing districts and provide new job opportunities for its citizens; and,

WHEREAS, the City has received a proposal from Kroger Limited Partnership I, 1014 Vine Street, Cincinnati, Ohio 45202, an Ohio limited partnership (the “*Developer*”) to acquire the undeveloped property located at the southwest corner of College Avenue and Hershey Road in the City (the “*Subject Property*”) and construct a new 128,000 square foot retail center (the “*Project*”); and,

WHEREAS, in order to proceed with the Project, the Developer is required to invest over \$25,700,000 into the Project which should, upon completion and once in operation, provide over 165 full-time and part-time jobs; and,

WHEREAS, the Developer had advised the City that there are extraordinary costs to be incurred in order to proceed with the Project and without financial assistance from the City, the Project is not economically viable; and,

WHEREAS, the Mayor and City Council of the City have determined that in order to induce the Developer to acquire the Subject Property, it is in the best interest of the City to provide some financial assistance to the Developer for these extraordinary costs to be incurred in connection with the Project, in accordance with the terms and conditions as set forth in the attached Economic Incentive Agreement.

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

Section 1. That the Economic Incentive Agreement by and between the City of Bloomington, McLean County, Illinois and Kroger Limited Partnership I, an Ohio limited partnership, attached hereto and made a part hereof, is hereby approved and the Mayor and City Clerk are hereby authorized to execute and deliver said Agreement on behalf of the City.

Section 2. The Mayor and City Clerk are hereby authorized and directed to undertake any and all actions as may be required to implement the terms of said Agreement.

Section 3. This Ordinance shall be in full force and effect immediately upon its passage by the Mayor and City Council and approval as provided by law.

PASSED this ____ day of _____, _____

APPROVED this ____ day of _____, _____

Mayor

ATTEST:

City Clerk

ECONOMIC INCENTIVE AGREEMENT
by and between
THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS
and
KROGER LIMITED PARTNERSHIP I

THIS ECONOMIC INCENTIVE AGREEMENT (the “*Agreement*”) is entered into this _____ day of _____ 2016, by and between the City of Bloomington, Illinois, an Illinois municipal corporation (the “*City*”), and Kroger Limited Partnership I, 1014 Vine Street, Cincinnati, Ohio 45202, an Ohio limited partnership (the “*Developer*”).

PREAMBLES

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

WHEREAS, the Mayor and City Council of the City (the “*Corporate Authorities*”) have acknowledged that one of the primary goals of local government is to promote the health, safety and welfare of its citizens by encouraging private investment in industry, business and housing in order to enhance the City’s tax base, ameliorate blight and provide job opportunities for its residents; and,

WHEREAS, the Corporate Authorities have also acknowledged that in order to accomplish its goal to promote the health, safety and welfare of its citizens, there is often a need for economic assistance to address some of the extraordinary measures required to accomplish private investment in industry, business and housing; and,

WHEREAS, the City has identified certain commercial areas within its municipal boundaries where private development or redevelopment would significantly improve its tax base

and the tax base of all of the affected taxing districts and provide new job opportunities for its citizens; and,

WHEREAS, the City has received a proposal from the Developer to acquire the undeveloped property located at the southwest corner of College Avenue and Hershey Road in the City and construct a new 128,000 square foot grocery store and retail center (the “*Project*”); and,

WHEREAS, in order to proceed with the Project, the Developer is required to invest over \$25,700,000 in the Project and which Project, upon completion and once in operation, shall provide over 165 full-time and part-time jobs; and,

WHEREAS, the Developer has advised the City that there are extraordinary costs to be incurred in order to proceed with the Project due to the need for extensive site improvements and wetland issues and without financial assistance from the City, the Project is not economically viable; and,

WHEREAS, the Corporate Authorities have reviewed the proposal from the Developer and its cost to acquire the land for the Project and the significant cost to construct the Project and have determined that it is in the best interest of the City and the health, safety and welfare of its residents, for the City to provide some financial assistance to the Developer for these extraordinary costs to be incurred in connection with the Project, upon the terms, conditions and limitations as hereinafter set forth.

NOW, THEREFORE, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Section 1. Incorporation of Recitals.

All of the recitals contained in the Preambles to this Agreement are hereby incorporated into this Agreement as though restated in this Section.

Section 2. The Project.

A. On or before December 31, 2016, the Developer covenants and agrees to acquire the property located at the southwest corner of College Avenue and Hershey Road, legally described on *Exhibit A* attached hereto (the “*Subject Property*”) for the purpose of constructing the Project, being no less than a 128,000 square foot grocery store and retail center as more fully described below and notify the City of the date of acquisition of title.

B. The Developer covenants and agrees that subsequent to the acquisition of the Subject Property, the Developer shall deliver or cause to be delivered to the City plans and specifications for the Project and commence construction of the Project or cause the construction of the Project to commence, in accordance with the plans and permits as finally approved by the City on or before December 31, 2016, which approval shall not be unreasonably withheld or delayed.

C. On or before December 31, 2018, the Developer covenants and agrees to complete construction of the Project or cause the completion of the Project and commence operation of the 128,000 square foot grocery store and retail center to include a pharmacy, a coffee shop, and a stand-alone fuel center (the “*Marketplace*”) and to continue to operate the Marketplace at the Subject Property throughout the term of this Agreement. It is understood and agreed that the offerings to be included in the Marketplace at the Subject Property may change from time to time as the Developer deems necessary to meet the demands of its customers.

D. Developer covenants that the Project shall require an investment of no less than \$25,700,000 (excluding inventory but inclusive of fixtures, equipment, and all soft costs) and upon completion the Developer shall deliver to the City a certified list of the costs incurred in connection

with the Project verifying an investment of no less than \$25,700,000 by the Developer at the Subject Property in order to commence the operation of the Marketplace.

E. Developer covenants and agrees, throughout the term of this Agreement to maintain the Subject Property and operate the Marketplace in conformance with all applicable City Codes and laws of the State of Illinois.

F. The Developer covenants and agrees that it shall provide a total of over 165 combined full-time and part-time jobs throughout the term of this Agreement in the operation of the Marketplace. Solely by way of example, Developer would satisfy the job requirement if Developer employed 110 persons on a full-time basis and 56 persons on a part-time basis.

G. The Developer covenants and agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* (the “*Prevailing Wage Act*”), if and to the extent the Developer’s receipt of funds from the City pursuant to this Agreement causes the Developer to become subject to the Prevailing Wage Act.

Section 3. Obligations of the City.

A. Provided that the Developer has satisfied the requirements set forth in Section 2 above, the City covenants and agrees to reimburse the Developer solely from the sources set forth in Section 3 (C) in an amount equal to the lesser of: (i) ten percent (10%) of the total cost of the acquisition of the Subject Property and the construction of the Project (excluding fixtures, equipment, inventory and all soft costs but including land acquisition and costs incurred to construct infrastructure, structural and nonstructural building improvements, and exterior site or aesthetic improvements) (hereinafter “*Project Costs*”); or, (ii) \$2,570,000 limited to the term and from the source as hereinafter provided.

B. To establish a right of reimbursement the Developer shall:

1. On or before the opening date of the Marketplace, provide the City with a list of all Project Costs incurred in connection with the acquisition of the Subject Property and construction of the Project;

2. Continue to operate the Marketplace at the Subject Property throughout the term of this Agreement.

C. Pursuant to the laws of the State of Illinois, the City is authorized to impose a tax on the transfer of personal property to a purchaser and the transfer of personal property as an incident to any service. Such taxes must be collected by the seller or the provider of the services and remitted to the Illinois Department of Revenue (“IDOR”). The City currently imposes a municipal retailers’ occupation tax, a municipal service occupation tax, a home rule municipal retailers’ tax and a home rule service occupation tax (collectively, the “Sales Taxes”) which will be remitted to IDOR by the commercial operations at the Subject Property (the “Businesses”) and then distributed by IDOR to the City. As the total cumulative percentage rate of Sales Taxes may change from time to time, the City shall annually calculate the amount of Sales Taxes received from IDOR and then share with the Developer an amount equal to no more and no less than 33 ½% (effectively .3333%) of an amount equal to a rate of Sales Taxes of no more and no less than one percent (1%) as levied on each purchase or transfer of personal property sold by the Businesses during the prior twelve months, less any administrative fee retained by IDOR (the “Developer’s Share”). So long as no notice of default has been issued to the Developer pursuant to Section 15 of this Agreement that remains outstanding, the City shall pay annually to the Developer as reimbursement of Project Costs, commencing on the first anniversary date of the last day of the month in which the Marketplace opens (“Anniversary Date”), the Developer’s Share of the Sales Taxes generated by Businesses received by the City for the twelve month period that precedes

each Anniversary Date (and also inclusive for the first payment under this Agreement of any partial month after the Marketplace opens) and continue to reimburse the Developer's Share generated from Businesses operating at the Subject Property until the first to occur: (i) the tenth (10th) Anniversary Date; or, (ii) receipt by the Developer of an amount equal to the lesser of: (i) ten percent (10%) of the Project Costs; or, (ii) \$2,570,000. The City shall make any payment due to Developer pursuant to this Section no later than thirty (30) days following each Anniversary Date.

D. Throughout the term of this Agreement, the Developer shall provide the City with copies of the monthly reports submitted to the Illinois Department of Revenue of the Retailers' Municipal Use and Occupation Taxes paid by the Businesses in connection with the operation of the Businesses at the Subject Property, or, alternatively or in addition, each of the Businesses shall provide the City a completed and executed Authorization to Release Sales Tax Information to Local Governments that enable the City to receive information regarding the Sales Taxes from the Illinois Department of Revenue.

E. In the event the Developer ceases to operate the Marketplace at the Subject Property at any time during the term of this Agreement, other than a temporary cessation of operations for reasonable business purposes such as remodeling or as a result of a force majeure, the Developer covenants and agrees to repay the City for amounts paid by the City as reimbursement of Project Costs according to the following schedule:

<u>Year of Termination of Operations</u>	<u>Percentage of Prior Amounts Received by Developer to be Repaid to City</u>
<u>2018</u>	<u>100%</u>

<u>2019</u>	<u>100%</u>
<u>2020</u>	<u>90%</u>
<u>2021</u>	<u>80%</u>
<u>2022</u>	<u>70%</u>
<u>2023</u>	<u>60%</u>
<u>2024</u>	<u>50%</u>
<u>2025</u>	<u>40%</u>
<u>2026</u>	<u>30%</u>
<u>2027</u>	<u>20%</u>
<u>2028</u>	<u>10%</u>

F. The City shall treat this Agreement as an agreement to share or rebate occupation taxes and shall timely comply with the reporting requirements of 65 ILCS § 5/8-11-21.

G. If the City receives a request pursuant to the Illinois Freedom of Information Act for information provided by the Developer, the City shall immediately notify the Developer, providing a copy of the request, and the Developer shall have the opportunity after receipt of such notice from the City to notify the City that it consents to the request. If requested by the Developer, the City shall refuse to disclose the information and shall not thereafter disclose the information without the consent of the Developer unless compelled to do so by court order. In the event that action is ever commenced against the City pursuant to the Illinois Freedom of Information Act or similar statute as a result of withholding any documents provided by the Developer at the request of the Developer, the Developer agrees to indemnify and hold the City harmless with respect to any attorney's fees or costs or judgments imposed on or incurred by the City as a result of such action. The Developer understands and agrees that the provisions of this Agreement shall be a matter of public record, as shall any and all payments to the Developer pursuant to this Agreement, and any information required to be disclosed and not redacted by the City pursuant to 65 ILCS § 5/8-11-21.

Notwithstanding any provision in this Agreement regarding notice, the City shall provide any notice required by this Section by electronic mail delivery to [insert email] and [insert email] as promptly as possible within twenty-four (24) hours of receipt on any business day and shall provide duplicate hard copy notice to the Developer pursuant to Section 10 and the Developer shall provide any notice required by this Section by electronic mail delivery to [insert email] as promptly as possible within two (2) business days and shall provide duplicate hard copy notice to the City pursuant to Section 10. Failure on the part of the Developer to provide the City with a notice or a response, shall be deemed as granting the City the use of its sole discretion as to the release of the requested information.

Section 4. Term.

Unless earlier terminated pursuant to Section 15 hereof, the term of this Agreement shall commence on the date of execution and end on the first to occur: (i) the City's payment to Developer pursuant to Section 3 (C) of this Agreement of any amounts due as of the 10th Anniversary Date; or, (ii) the receipt by the Developer of the lesser of: (1) ten percent (10%) of the Project Costs; or, (2) \$2,570,000 (the "*Termination Date*").

Section 5. No Liability of City to Others for Developer's Expenses.

The City shall have no obligation to pay Project Costs or to make any payments to any person other than the Developer, or its successors or assigns, nor shall the City be obligated to pay any contractor, subcontractor, mechanic, or materialman providing services or materials to the Developer for the construction and development of the Project.

Section 6. Time; Force Majeure.

Time is of the essence of this Agreement; provided, however, a party shall not be deemed in material breach of this Agreement with respect to any of such party's obligations to be

performed under this Agreement, if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, war, fuel shortages, accidents casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party ("*Force Majeure*"). If one of the foregoing events occurs or either party claims that such an event occurred, the party to whom such claim is made shall investigate and consult with the party making such claim, and the party to whom such claim is made shall grant any extension reasonably requested by the party making such claim for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was reasonably caused by such Force Majeure.

Section 7. Assignment.

This Agreement may not be assigned by the Developer without the prior written consent of the City, which consent shall not be unreasonably withheld; provided, the Developer may assign this Agreement to an affiliate of the Developer without the consent of the City. The Developer's conveyance of the Subject Property to any unrelated grantee without the prior written consent of the City shall be an event of default under this Agreement.

Section 8. Developer Indemnification.

The Developer shall indemnify and hold harmless the City, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs, and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's

fees) which may arise directly or indirectly from the failure of the Developer, or any contractor, subcontractor, agent, or employee thereof (so long as such contractor, subcontractor, agent, or employee thereof is hired by the Developer) to timely pay any contractor, subcontractor, laborer, or materialman, from any default or breach of the terms of this Agreement by the Developer; or from any negligence or reckless or willful misconduct of the Developer or any contractor, subcontractor, agent, or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Developer). The Developer shall, at its own cost and expense, appear, defend, and pay all charges of attorneys, costs, and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the City, its agents, officers, officials, or employees in any such action, the Developer shall have no obligation whatsoever, with respect to any damages or judgment arising from any acts of negligence or reckless or willful misconduct on the part of the City or any of its officers, agents, employees, or contractors.

Section 9. Waiver.

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right or remedy does so in writing. No such waiver shall obligate such party to waive any right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies.

Section 10. Notices.

All notices, demands, requests, consents, approvals, or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party, or an officer, agent, or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting,

if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To the Developer: Kroger Limited Partnership I
1014 Vine Street
Cincinnati, Ohio 45202
Corporate Tax Department
Attn: Economic Incentives and Credits

To the City: City Manager
City of Bloomington
109 E. Olive Street
Bloomington, Illinois 61702

Corporate Counsel
City of Bloomington
109 E. Olive Street
Bloomington, Illinois 61702

With a copy to: Kathleen Field Orr
Kathleen Field Orr & Associates
53 West Jackson Boulevard
Suite 964
Chicago, Illinois 60604

Section 11. Successors in Interest.

This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

Section 12. No Joint Venture, Agency, or Partnership Created.

Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

Section 13. No Discrimination – Construction.

The Developer, or its successors or assigns, agrees that with respect to the development of the Project it shall not discriminate against any employee or applicant for employment because of

race, color, religion, sex or national origin. The Developer shall employ applicants and treat employees during employment without regard to their race, creed, color, religion, sex or national origin, including but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising and solicitations or advertisements for employees; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices, which may be provided by the City, setting forth the provisions of this nondiscrimination clause.

Section 14. Severability.

If any section, subsection, term, or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term, or provision of this Agreement, or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 15. Remedies – Liability.

(a) If, in the City's judgment, the Developer is in material default of this Agreement, the City shall provide the Developer with a written statement indicating any failure on the Developer's part to fulfill its obligations under this Agreement. Except as required to protect against further damages, the City may not exercise any remedies against the Developer in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the Developer diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to

constitute a breach of this Agreement. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the City in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

(b) If the Developer materially fails to fulfill its obligations under this Agreement after notice is given by the City and any cure periods described in paragraph (a) above have expired, the City may elect to terminate this Agreement or exercise any right or remedy it may have at law or in equity, including the right to specifically enforce the terms and conditions of this Agreement.

(c) If prior to completion of the Project, any voluntary or involuntary petition or similar pleading under any section of any bankruptcy or insolvency act shall be filed by or against the Developer; or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Developer insolvent or unable to pay the Developer's debts; or the Developer makes an assignment for the benefit of its creditors; or a trustee or receiver is appointed for the Developer or for the major part of the Developer's property; the City may elect, but is not required to, terminate this Agreement with or without notice, to the extent permitted by law and enforceable under applicable federal bankruptcy laws. In order to terminate this Agreement for any reason described in this sub-section (c), the City's sole obligation shall be to record a Certificate of Default with the McLean County Recorder's Office, executed by the Mayor or the City Manager, stating that this Agreement is terminated pursuant to the provisions of this Section 15(c), in which event this Agreement shall *ipso facto* automatically become null and void and of no further force and effect.

(d) If, in the Developer's judgment, the City is in material default of this Agreement, the Developer shall provide the City with a written statement indicating in adequate detail any

failure on the City's part to fulfill its obligations under this Agreement. The Developer may not exercise any remedies against the City in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the City diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. Any failure or delay by the Developer in asserting any of its rights or remedies as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

(e) If the City materially fails to fulfill its obligations under this Agreement after notice is given by the Developer and any cure periods described in paragraph (d) above have expired, the Developer may elect to terminate this Agreement or exercise any right or remedy it may have at law or in equity, including the right to specifically enforce the terms and conditions of this Agreement.

(f) In addition to any other rights or remedies, a party may institute legal action against the other party to cure, correct, or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to, the equitable remedy of an action for specific performance; provided, however, no recourse for any claim under or upon any obligation contained in this Agreement shall be had against the City, its officers, agents, attorneys, representatives, or employees, in any amount or in excess of any specific sum agreed to be paid by the City pursuant to this Agreement; and no liability, right, or claim at law or in equity shall be attached to or incurred by the City, its officers, agents, attorneys, representatives, or employees in any amount in excess of any specific sums agreed by the City to

be paid hereunder, and any such claim is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the City.

(f) The rights and remedies of the parties are cumulative and the exercise by a party of one or more such rights or remedies shall not preclude the exercise, at the same time or different times, of any other rights or remedies for the same default or for any other default by the other party.

Section 16. This Agreement and all matters pertaining hereto shall be governed by Illinois law and any dispute arising herefrom shall be litigated in the county wherein the Subject Property is located.

Section 17. Amendment.

This Agreement, and any exhibits attached to this Agreement, may be amended only in a writing signed by all parties with the adoption of any ordinance or resolution of the City approving the amendment, as provided by law, and by execution of the amendment by the parties or their successors in interest. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the Project.

Section 18. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

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

City of Bloomington, McLean County, an Illinois
municipal corporation

By: _____
Mayor

Attest:

City Clerk

Kroger Limited Partnership I, an Ohio
Limited Partnership

By: _____

Attest:

Secretary

Exhibit A

LEGAL DESCRIPTION

17.540± ACRES

A PART OF LOT 10 IN THE RESURVEY OF LOT 8 OF THE SHIRK SURVEY, SAID LOT 10 BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 25 AND THE SOUTHEAST QUARTER OF SECTION 26, ALL IN TOWNSHIP 24 NORTH, RANGE 2 EAST OF THE 3RD PRINCIPAL MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF COLLEGE AVENUE AND THE WEST RIGHT OF WAY LINE OF HERSHEY ROAD SAID POINT BEING ON THE NORTH LINE OF LOT 10 LYING 43 FEET WEST OF THE NORTHWEST CORNER OF THE LAND CONVEYED TO THE TIEHACK CORPORATION PER WARRANTY DEED RECORDED JULY 28, 1995 AS DOCUMENT NO. 95-15400 IN THE MCLEAN COUNTY RECORDER'S OFFICE, SAID POINT BEING THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE S00°43'10"W, ALONG THE WEST RIGHT OF WAY LINE OF HERSHEY ROAD, A DISTANCE OF 937.07 FEET TO THE NORTH RIGHT OF WAY LINE OF JUMER DRIVE; THENCE N89°40'19"W, A DISTANCE OF 839.55 FEET; THENCE N48°16'32"E, A DISTANCE OF 42.59 FEET; THENCE N00°19'41"E, A DISTANCE OF 785.14 FEET; THENCE N09°09'48"W, A DISTANCE OF 69.69 FEET; THENCE N27°31'17"W, A DISTANCE OF 64.76 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF COLLEGE AVENUE; THENCE S89°40'19"E, ALONG THE SOUTH RIGHT OF WAY LINE OF COLLEGE AVENUE, A DISTANCE OF 459.13 FEET; THENCE S89°17'43"E, ALONG THE SOUTH RIGHT OF WAY LINE OF COLLEGE AVENUE, A DISTANCE OF 396.95 FEET TO THE POINT OF BEGINNING, CONTAINING 17.540 ACRES, MORE OR LESS, SITUATE, LYING AND BEING IN THE COUNTY OF MCLEAN AND STATE OF ILLINOIS.



Regular Agenda Item No. 8E.

Subject: Presentation of the City Manager's Proposed FY'17 Annual and Capital Operating Budget. *(Presentation by David Hales, City Manager and Patti-Lynn Sylva, Finance Director 20 minutes, Council discussion 20 minutes)*