

REVISED



CITY COUNCIL MEETING AGENDA

CITY COUNCIL CHAMBERS

109 E. OLIVE STREET, BLOOMINGTON, IL 61701

MONDAY, JANUARY 11, 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. State of the City Message. *(Presentation by Mayor Tari Renner, 10 minutes.)*
 - B. Appointment of Jim Fruin to the Bloomington–Normal Area Economic Development Council (EDC).
 - C. The 2015 McLean County Household Hazardous Waste Collection - Post Event Report. *(Presentation by Michael Brown Ecology Action Center Executive Director, 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.)

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- A. Consideration of approving the December 21, 2015 Council Work Session Meeting Minutes, Regular City Council Minutes of December 21, 2015, and the December 14, 2015 Regular City Council Meetings. *(Recommend that the reading of the minutes of the December 21, 2015 Work Session Meeting, the Council Proceedings of December 21, 2015, and the December 14, 2015 Regular City Council Meetings, be dispensed with and the minutes approved as printed.)*
- B. Consideration of approving Bills, Payroll and Electronic Transfers. *(Recommend that the bills, payroll and electronic transfers be allowed and orders drawn on the Treasurer for the various amounts as funds are available.)*
- C. Consideration of approving an Appointment to the Bloomington-Normal Area Economic Development Council (EDC). *(Recommend that Jim Fruin be appointed to the Bloomington-Normal Area Economic Development Council (EDC)).*
- D. Consideration of approving an Intergovernmental Agreement with McLean County for Booking Fees. *(Recommend that Council approve the intergovernmental agreement with McLean County for Booking Fees, and approve the Mayor and City Clerk to sign the necessary documents.)*
- E. Consideration of approving an Intergovernmental Agreement with the Town of Normal Regulating Use of the Police Range Facility. *(Recommend that the intergovernmental agreement with the Town of Normal be approved, in the amount of \$8,221.98, and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- F. Consideration of approving an Intergovernmental Agreement with the County of McLean Regulating Use of the Police Range Facility. *(Recommend that the intergovernmental agreement with the County of McLean be approved, in the amount of \$8,221.98, and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- G. Consideration of designating a 2003 Wheel Coach Ambulance as surplus, and approving vehicle to be listed as surplus on Quad County Fire Equipment website. *(Recommend to allow Quad County Fire Equipment to list as surplus the 2003 Wheel Coach Ambulance on their website.)*
- H. Consideration of approving an agreement with the University of Illinois Veterinary College for Miller Park Zoo for veterinary services. *(Recommend that the Agreement with the University of Illinois for Veterinary Services be approved in the amount up to \$51,000 per year through June 30, 2018, and authorize the City Manager and City Clerk to execute the necessary documents.)*

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- I. Consideration of approving the 2015-2016 rock salt contract with the Illinois Department of Central Management Services. *(Recommend that the unit prices from the Illinois Department of Central Management Services, for rock salt bulk in the amount of \$449,680.00 be accepted, the contract be approved with an effective date of January 11, 2016, and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- J. Consideration and review of Proposals and approval of a Contract with Technical Solutions and Services, Inc. for US Cellular Coliseum Building Automation System Improvements (RFP#2016-15). *(Recommend that the Contract with Technical Solutions and Services, Inc. for US Cellular Coliseum Building Automation System Improvements through RFP # 2016-15 in the amount of \$296,830.00 be approved and authorize the City Manager and City Clerk to execute the necessary documents.)*
- K. Consideration to waive the formal bid process and approve an amendment with Formmaker Software Inc. DBA as KUBRA Data Transfer Ltd extending the current term for twelve months, commencing on January 26th, 2016 and ending on January 31st, 2017, with an option for two additional twelve month extensions. *(Recommend that Council approve waving the formal bid process and approve an the amendment with Formmaker Software, Inc. DBA as KUBRA Data Transfer Ltd that extends the current term for twelve months, commencing on January 26th, 2016 and ending on January 31st, 2017, with an option for two additional twelve month extensions. The services to be performed by KUBRA Data Transfer Ltd will be at the current rates, up to a maximum of \$100,000, and the City Manager and City Clerk be authorized to execute the necessary documents.)*
- L. Consideration of:
- a. Adopting an Ordinance approving a Petition from MCLT TT – 1000 (Tipton Trails Partnership), for an expedited final plat for resubdivision of lots 317-320 Tipton Trails 5th Addition Final Plat.
 - b. Adopting and Ordinance approving a utility easement vacation, located west of Airport Road and north of General Electric Road.
- (Recommend that the Ordinances be passed approving the expedited final plat for resubdivision of lots 317-320 Tipton Trails 5th Addition, and vacating the associated utility easement and that the Mayor and City Clerk be authorized to sign the necessary documents.)*
- M. Consideration of the application of Yumz Asian Cuisine, Inc., d/b/a Yumz Asian Cuisine, located at 120 Krispy Kreme Dr., Ste. 2 requesting an RBS liquor license which would allow the sale of beer and wine only by the glass for consumption on the premises seven (7) days a week. *(Recommend that an RBS liquor license for Yumz Asian Cuisine, Inc., d/b/a Yumz Asian Cuisine, located at 120 Krispy Kreme Dr., Ste. 2, be approved contingent upon: 1.)*

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BASSET certification with ninety (90) days after Council approval and 2.) Compliance with all health safety codes.)

8. “Regular Agenda”

- A. Consideration of adopting an Ordinance Amending Bloomington City Code Chapter 45, Section 900.13 Rental Inspection Program Registration Fees. *(Recommend an Ordinance be adopted amending Bloomington City Code Chapter 45, Section 900.13 Rental Inspection Program Registration Fees and authorize the Mayor and City Clerk to sign the necessary documents.) (Presentation by Tom Dabareiner, Community Development Director 5 minutes, 10 minutes Council discussion).*
- B. Consideration of an adopting an Ordinance approving the PMO Mobile Home Park. *(Recommend the Ordinance be adopted approving the permitting and licensing of the PMO Mobile Home Park if found compliant with the requirements defined in Chapter 43 of the Bloomington Municipal Code, and authorize the Mayor and City Clerk to sign the necessary documents.)(Presentation by Tom Dabareiner, Community Development Director 5 minutes, 10 minutes Council discussion.)*
- C. Consideration of:
 - a. Adopting an Ordinance approving a Budget Amendment.
 - b. Review of Bids and approval of a Contract with Stark Excavating, Inc. for demolition of the Sugar Creek Packing Plant and Havco Building, (Bid#2016-29).

(Recommend an Ordinance approving a Budget Amendment, and approving a Contract with Stark Excavating, Inc. for demolition of the Sugar Creek Packing Plant and Havco Building through Bid 2016-29 in the amount of \$244,722.50 be approved and authorize the City Manager, Mayor and City Clerk to execute the necessary documents.) (Presentation by Steve Rasmussen, Asst. City Manager, 10 minutes, Council discussion 10 minutes.)

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

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6. Recognition/Appointments

- A. State of the City Message. *(Presentation by Mayor Tari Renner, 10 minutes)*
- B. Appointment of Jim Fruin to the Board of Directors for the Bloomington – Normal Area Economic Development Council.
- C. The 2015 McLean County Household Hazardous Waste Collection – Post Event Report. *(Presentation by Michael Brown, Ecology Action Center Executive Director, 5 minutes)*

 CITY OF
Bloomington **ILLINOIS**
CONSENT AGENDA ITEM NO. 6C

FOR COUNCIL: January 11, 2016

SUBJECT: Consideration of receiving the 2015 McLean County Household Hazardous Waste Collection - Post Event Report.

RECOMMENDATION/MOTION: Informational Report only.

STRATEGIC PLAN LINK:

- 1. Financially Sound City Providing Quality Basic Services
- 5. Great Place- Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

- 1d. City services delivered in the most cost-effective, efficient manner
- 1e. Partnering with others for the most cost-effective service delivery
- 5c. Incorporation of “Green Sustainable” concepts into City’s development and plans

BACKGROUND:

According to the 2014 intergovernmental agreement between the Ecology Action Center (EAC), the City of Bloomington, the Town of Normal, and McLean County, the EAC is responsible for the coordination of the Household Hazardous Waste (HHW) collection events in both 2015 and 2017. The need for this particular agreement arose because the traditional state funding sources for HHW collection had become irregular and undependable. In October of 2015 the EAC successfully held the second locally funded HHW collection event in the parking lots of Mitsubishi Motors North America.



1,600 cars passed through the lines to have various hazardous waste materials collected this year, and a total of 2,256 households participated in this year’s event. Over half of which were residents of the City of Bloomington. A record-breaking 27,366 gallons of hazardous waste materials were collected for safe disposal, and 20,500 pounds of electronic waste were collected to be recycled. Both of which are common household materials which many illegally try to dispose of in their household waste or recycling bins.

In addition to the major funders of the collection event, which provided \$140,000 to cover the bulk of the costs, the EAC was able to raise an additional \$42,703 in order to supplement the full cost of the event. The final amount of funds collected exceeded the fundraising goal by over \$2,000. Of the actual event expenses, over 90% go towards waste contractors who actually process the materials for disposal or recycling. The cost of the 2015 event was fully covered with

a \$32,555 budget surplus. These restricted funds will be contributed towards the next HHW collection event which will take place in the Fall of 2017.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Michael Brown, the Executive Director of the Ecology Action Center, submitted the final report to the City.

FINANCIAL IMPACT: The City's cost as a result of the 2014 intergovernmental agreement to support the HHW collection event is \$31,500 per year for three (3) years. The first payment was appropriated in the FY 2015 Budget under Solid Waste – Other Purchased Services (54404400-70690). Stakeholders can locate the current year allocation in the FY 2016 Budget Book titled "Other Funds & Capital Improvement Program" on page 157. FY 2017 will be the final year of financial support according to the current agreement. No additional financial impacts are a result of this report.

Respectfully submitted for Council consideration.

Prepared by: Austin Aldag, Miscellaneous Technician, Public Works

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

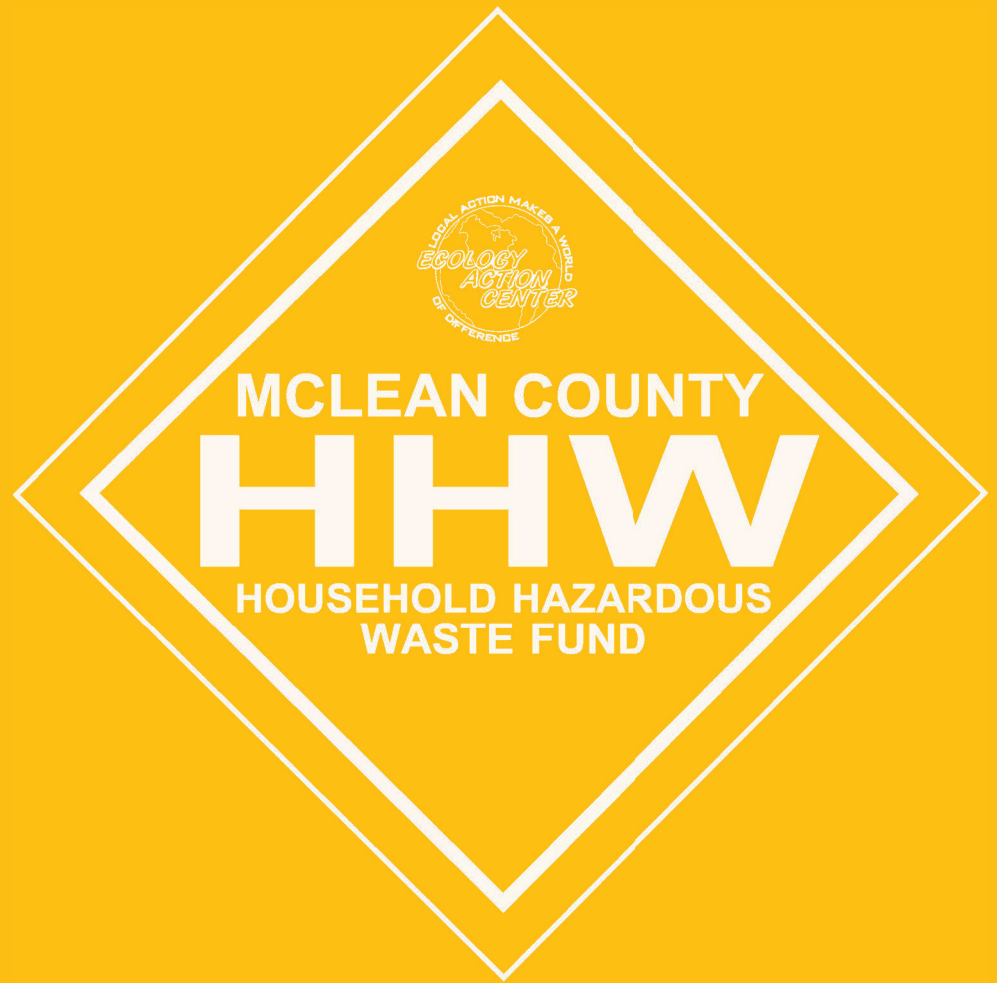
Attachments:

- 2015 McLean County Household Hazardous Waste Collect Post Event Report
- 2014 Intergovernmental Agreement for Household Hazardous Waste Event

Motion: Informational report only.

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			



2015 mclean county household hazardous waste collection

post event report

HHWmclean.org



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- 10 financial
- 13 trends

summary

In October 2015, with a broad base of community support, the Ecology Action Center (EAC) repeated the successful public-private strategy of 2012 and held the second-ever locally funded Household Hazardous Waste Collection for McLean County residents. The event was extremely well attended, with 1,600 cars passing through the lines to have their hazardous waste collected in the vast parking lots at Mitsubishi Motors North America. Yet wait times remained fairly moderate, with the average wait lasting no more than an hour for most event participants.

The effort successfully collected a record-breaking 27,366 gallons of hazardous waste materials for safe disposal in addition to 20,500 pounds of electronic waste for recycling. There was a high rate of "carpooling" of hazardous waste materials in that each car carried the waste of about 1.4 households as many residents take the time to collect materials from their neighbors or coworkers. Nearly 300 hours of volunteer help from almost 100 volunteers assisted the staff of the EAC in setting up, working the event, and then taking it all down.

The City of Bloomington, Town of Normal, and McLean County together acted as the major funders of the collection, providing \$140,000 to cover the costs of the service. The EAC, utilizing their 501(c)(3) nonprofit status, raised another \$42,703 including in-kind contributions from private sources including local businesses, families, and individuals, in order to supplement local government funding and ensure that adequate resources would be available to cover the full costs of the HHW collection. Estimating total costs of a HHW ahead of time can be challenging as it is completely dependent upon the attendance and the types and volumes of materials collected. The EAC set a fundraising goal of \$180,000 for the McLean County HHW Fund which was exceeded by just \$2,000. This more than paid for the costs of the event, leaving \$32,555 in restricted contributions as a jump-start towards paying for the next HHW collection event.

Under a 2014 agreement between the EAC, the City of Bloomington, Town of Normal, and McLean County, the EAC is responsible for the coordination of HHW collections in 2015 and 2017. The need for this agreement arose since the traditional state funding for HHW has become much more irregular and undependable, in contrast to in the past, when the EAC was able to receive Illinois Environmental Protection Agency funding for HHW collections on an annual basis. The EAC still applies for state funding, but is awarded an IEPA collection event much less frequently than in the past.

The EAC acts as the solid waste agency for the City of Bloomington, Town of Normal, and McLean County. In this role, they coordinate community-wide solid waste planning, perform education and outreach to increase recycling, offer an information center and comprehensive recycling listings on their website, and coordinate HHW services for the broader community.

by the numbers



1,600

Cars passed through the event



2,256

Total participating households



27,366

Gallons of Household Hazardous Waste collected



20,500

Pounds of e-waste recycled



291

Hours of work put in by 97 volunteers assisting EAC staff



\$182,703

Total amount raised for the HHW Fund this year including local government funding and in-kind sponsorships



\$150,147

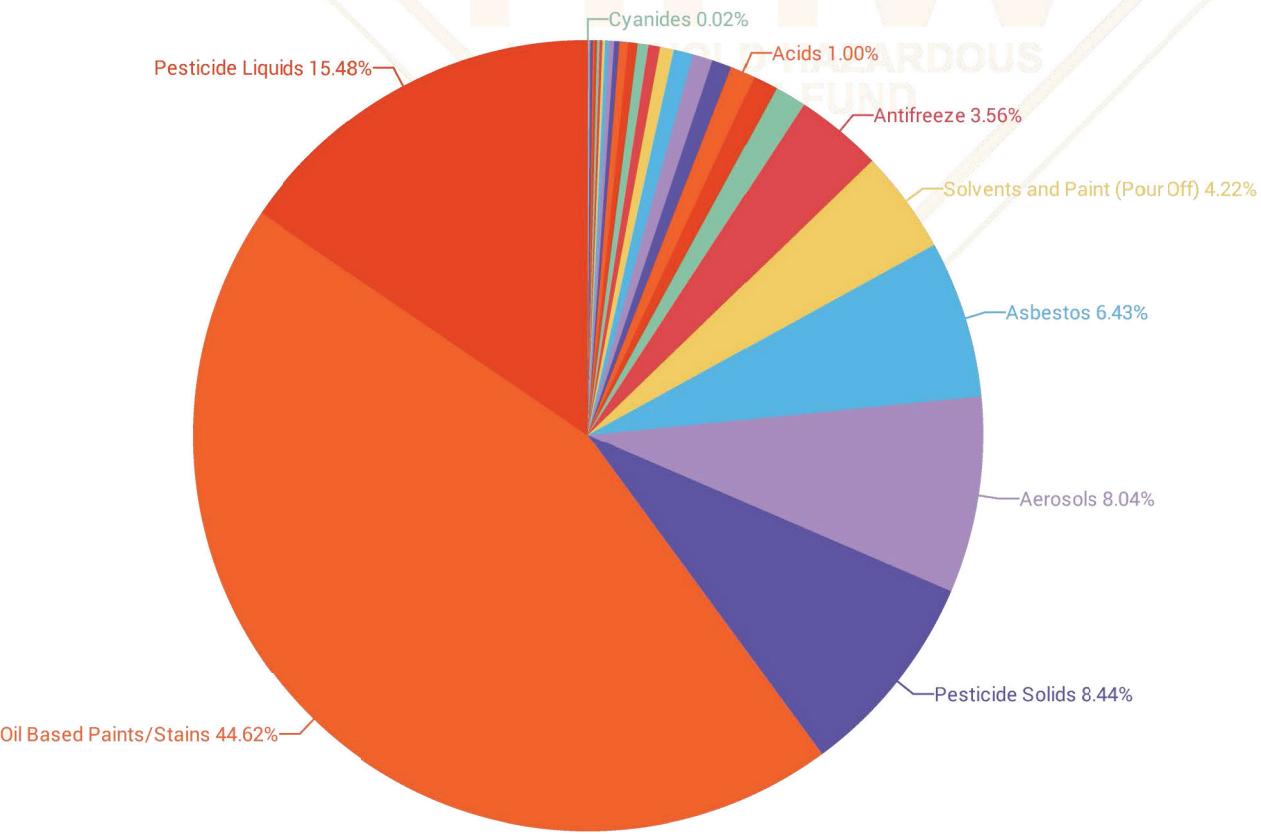
Total cost of the collection, not including staff time



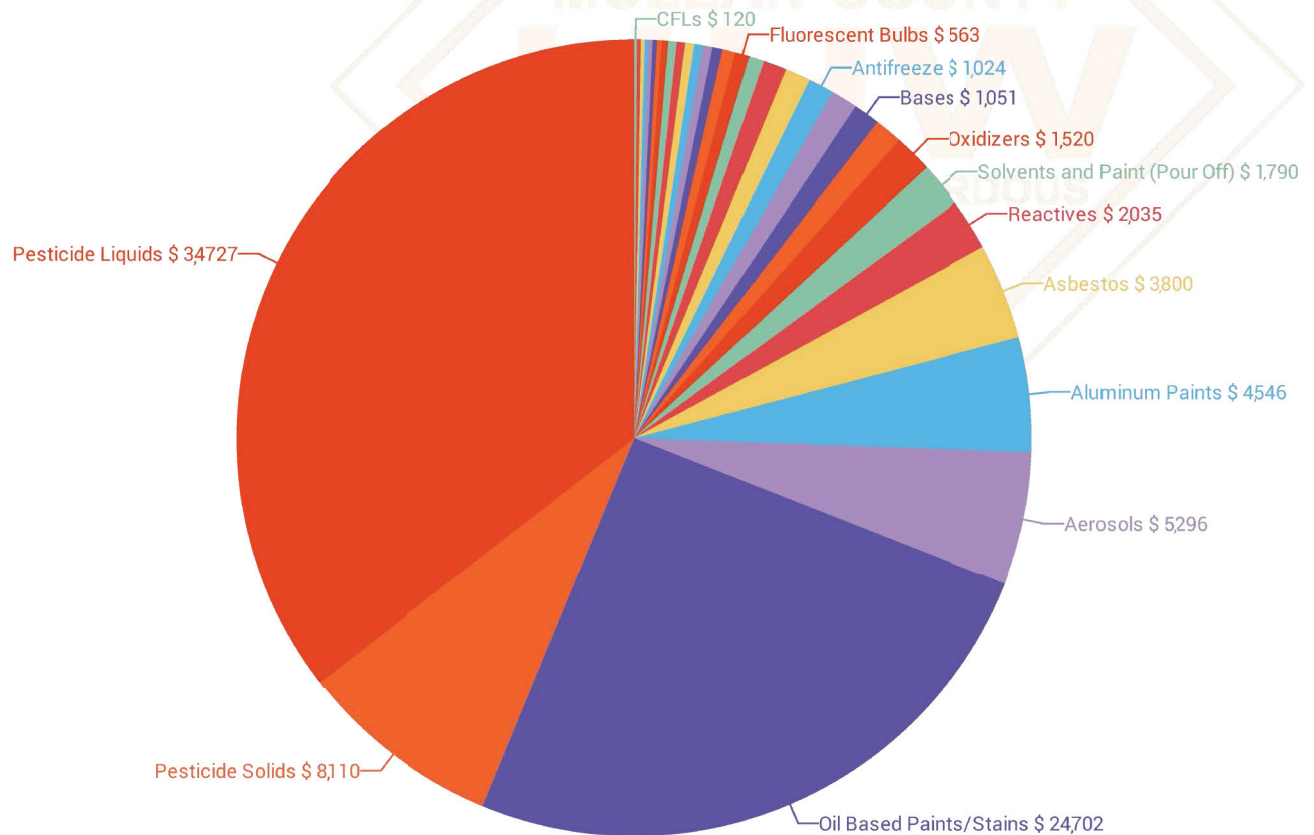
\$32,555

Amount already raised towards the 2017 HHW Collection Event!

materials collected

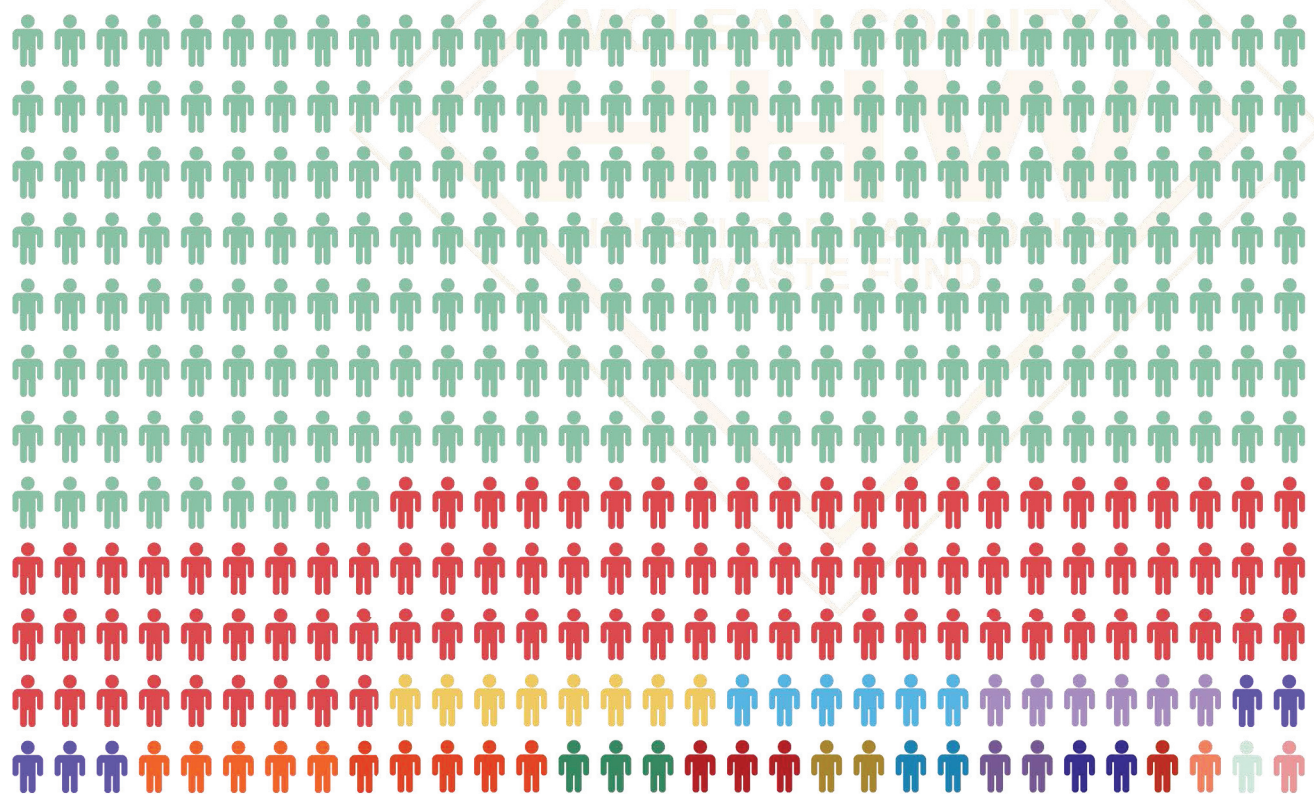


materials collected by volume



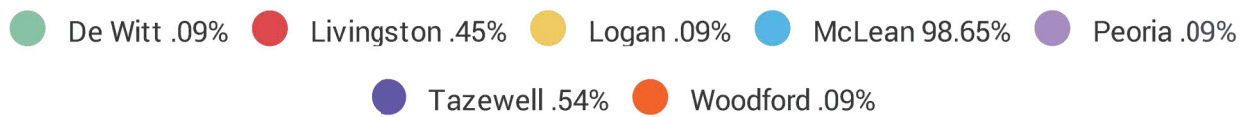
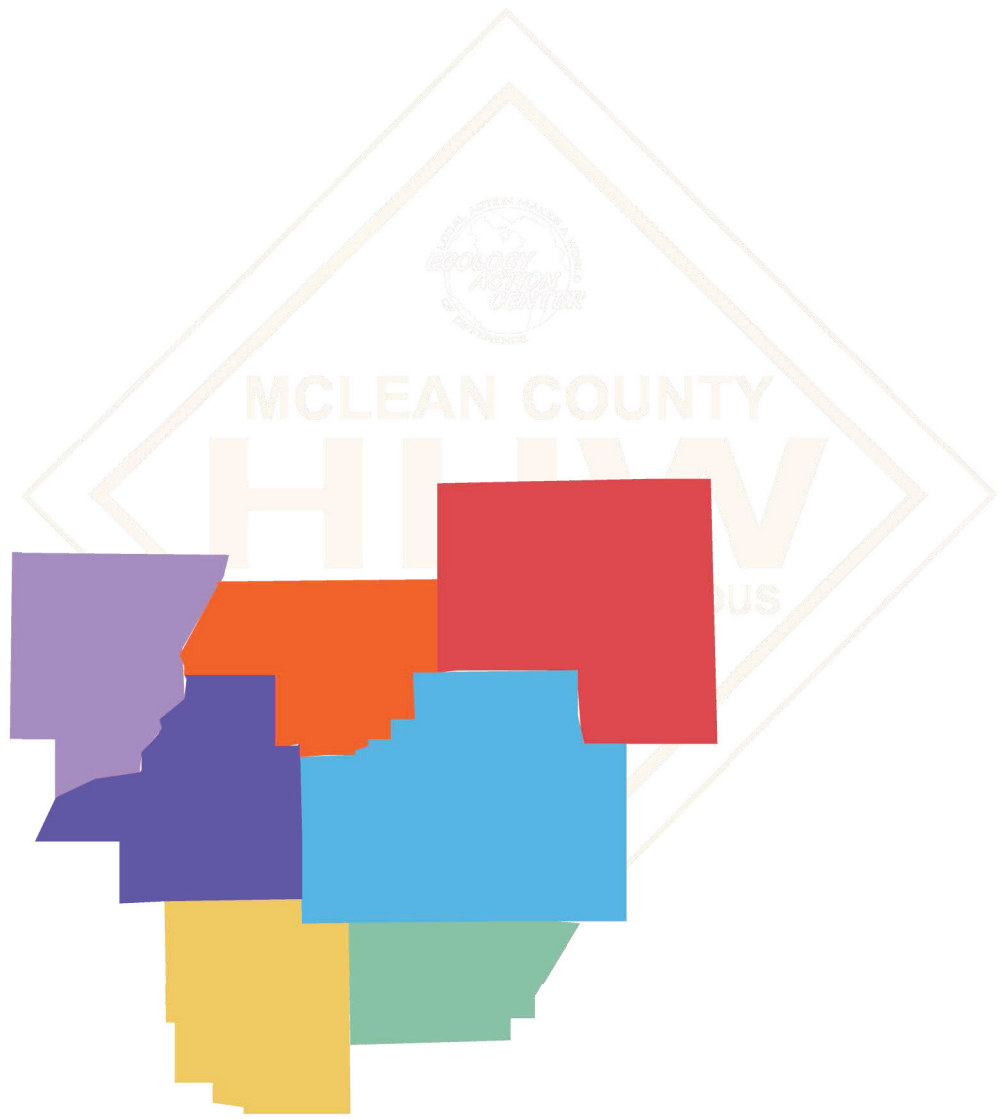
materials collected by cost

attendees



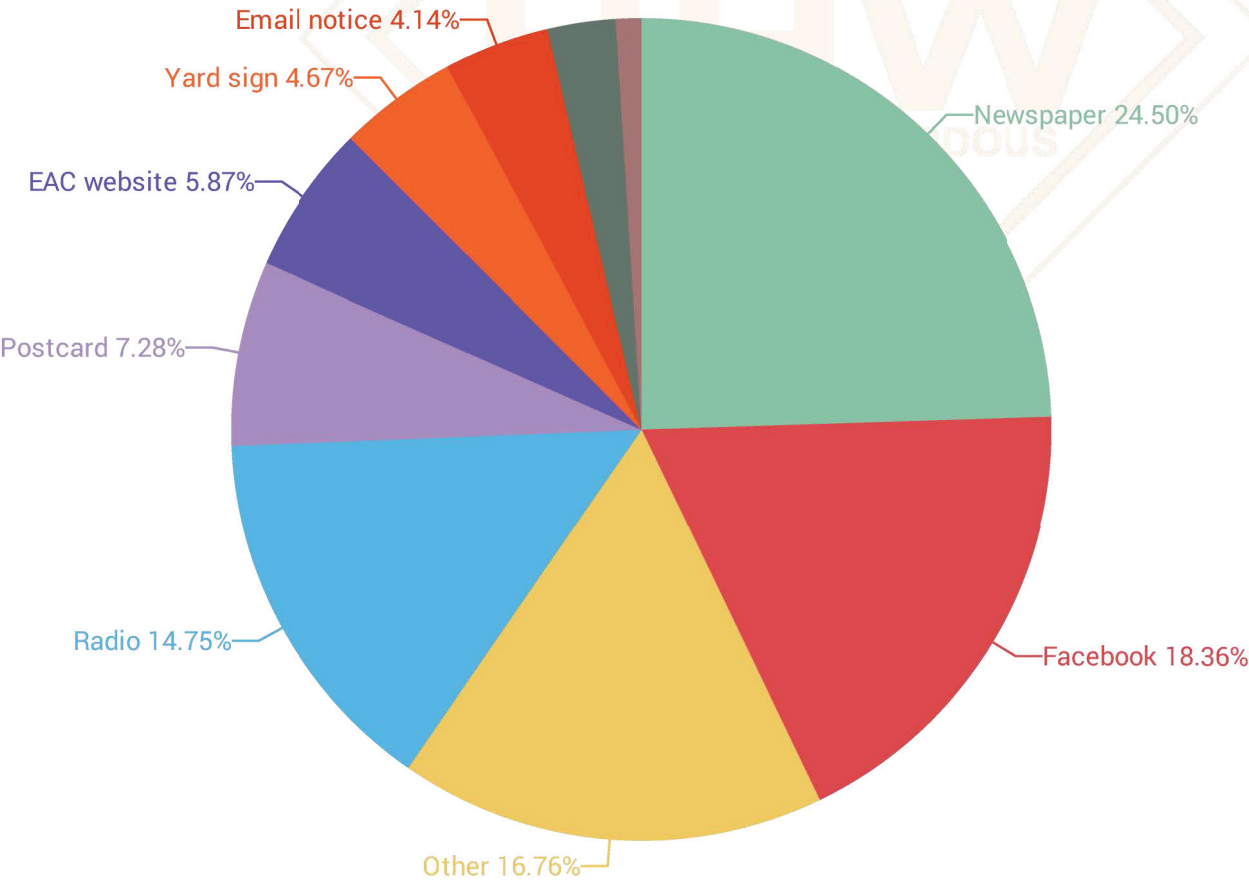
- Bloomington Normal LeRoy Heyworth Hudson Towanda Downs
- Danvers Lexington Carlock Stanford Mclean Colfax Chenoa
- Shirley Gridley Saybrook Arrowsmith Cooksville

event attendees by municipality



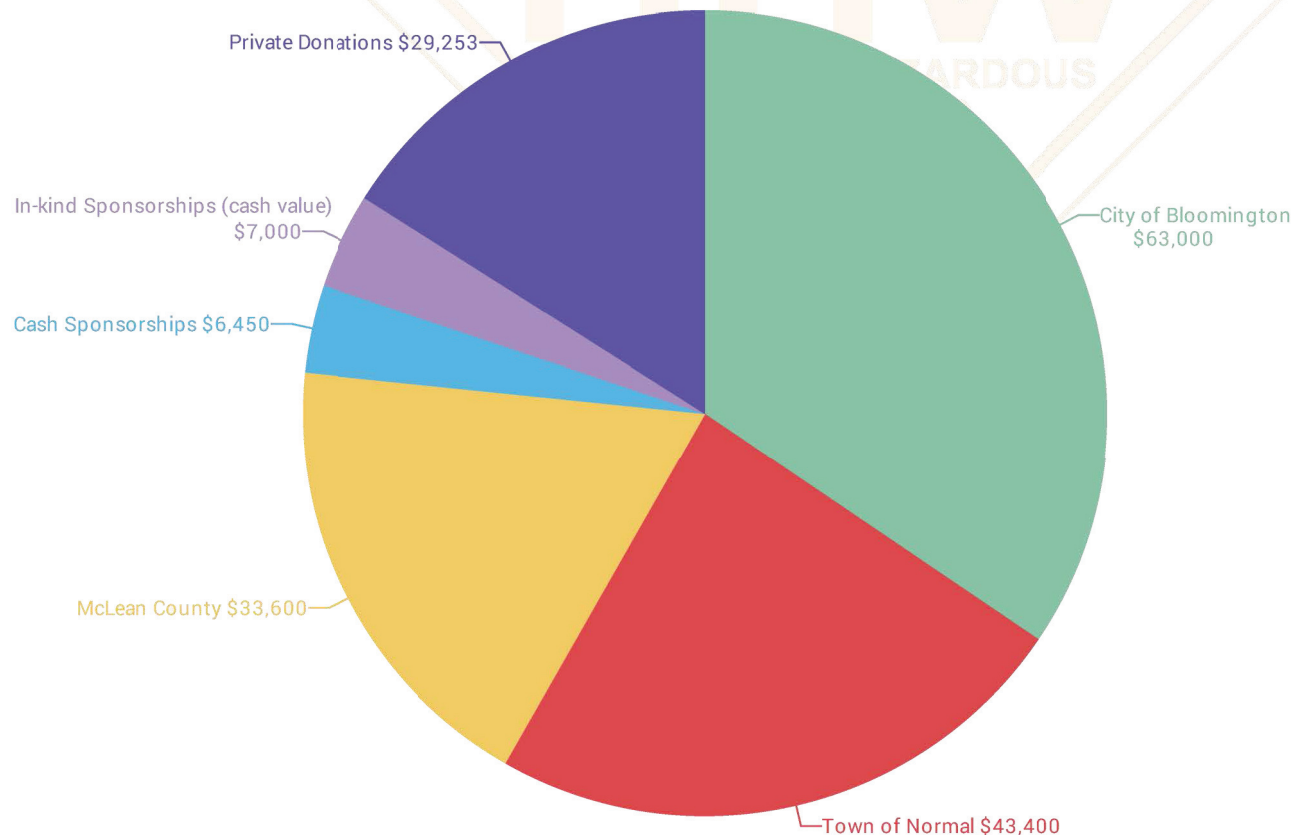
event attendees by county

marketing

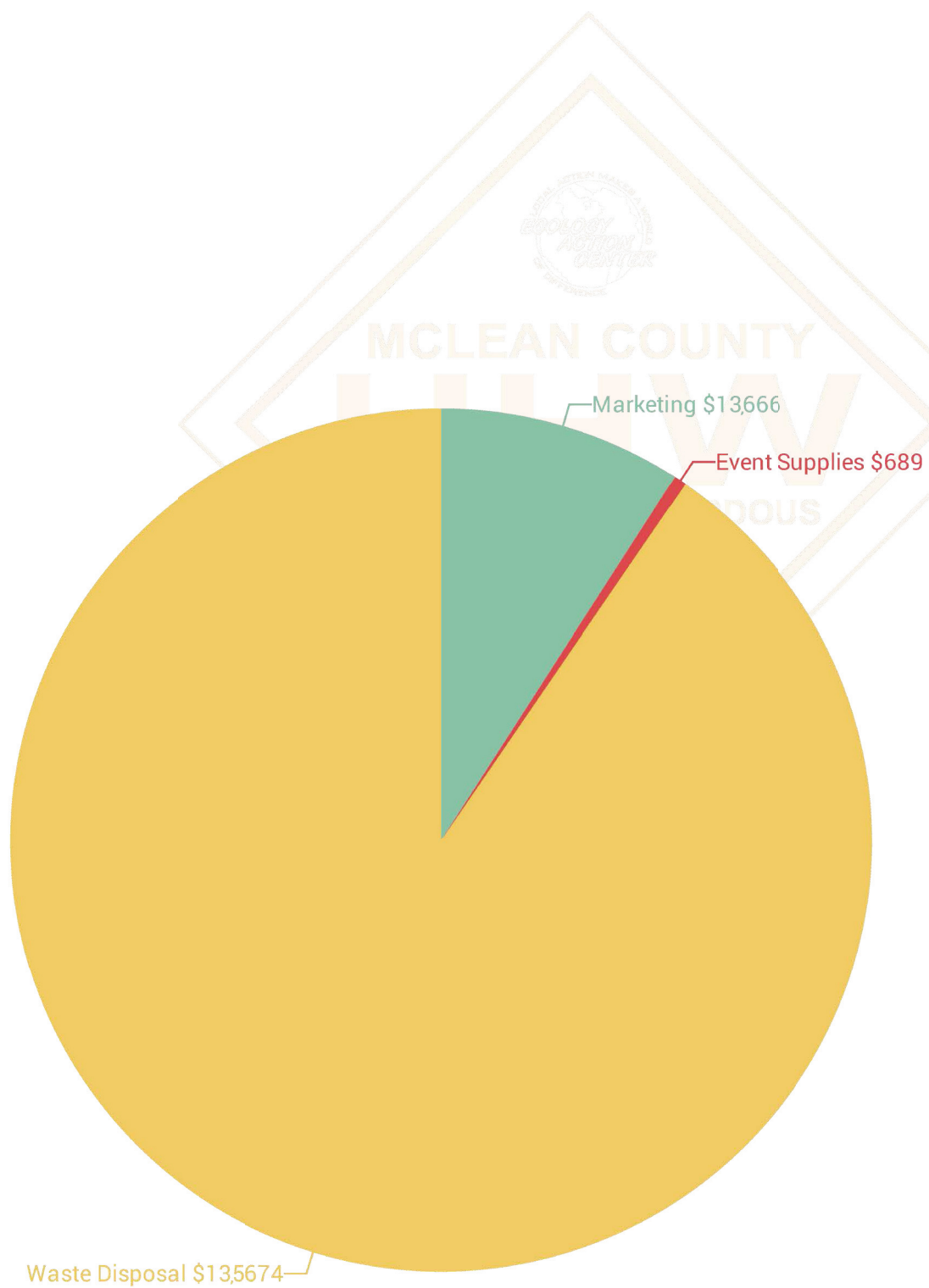


responses to "how did you hear about the HHW event?"

financial



hhw funding



hhw expenses

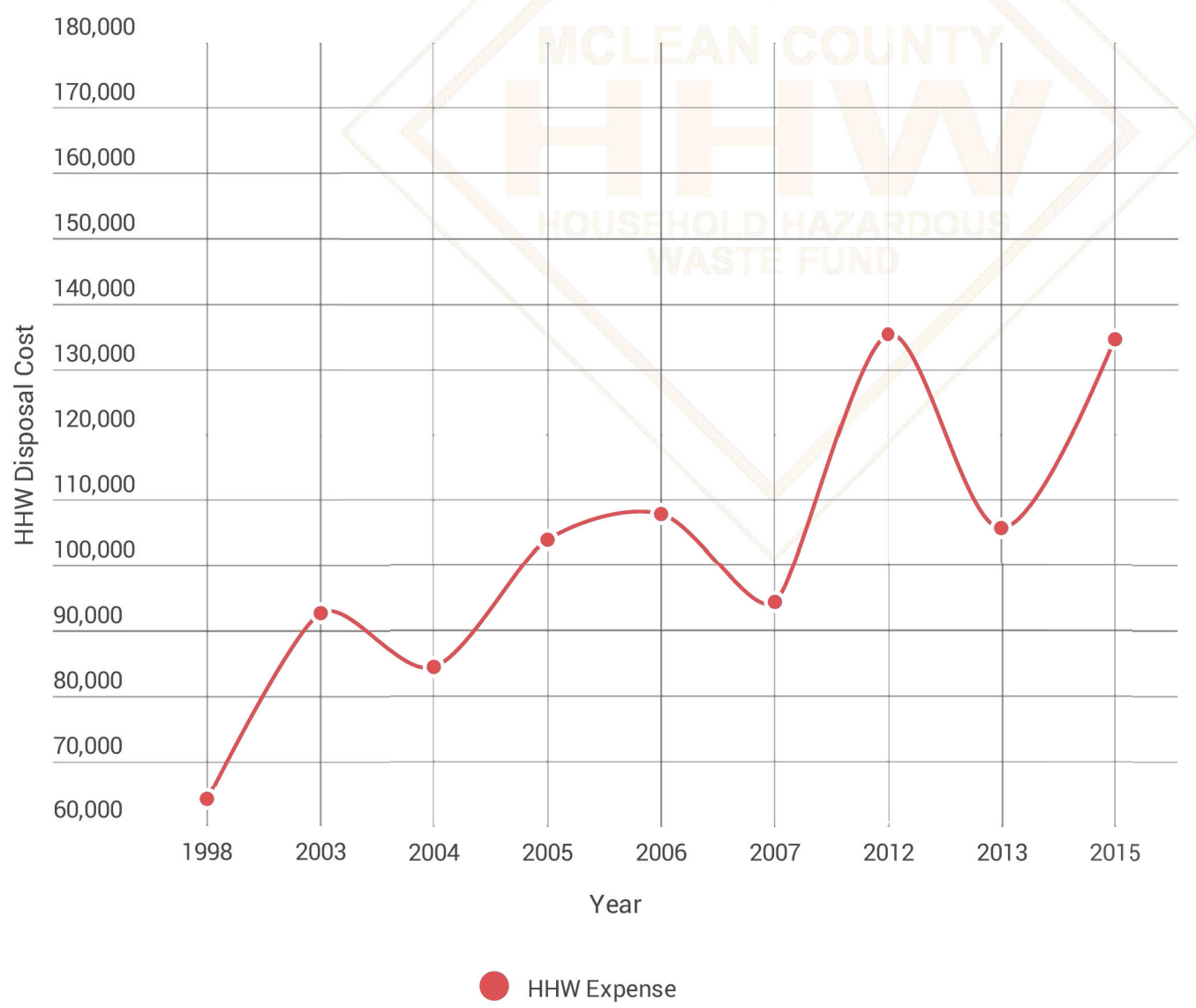
budget

REVENUE	AMOUNT
HHW Program Agreement	
City of Bloomington	\$ 63,000
Town of Normal	\$ 43,400
McLean County	\$ 33,600
Sponsorships	
Cash	\$ 6,450
In-kind Services (cash value)	\$ 7,000
Private Donations	\$ 29,253
TOTAL	\$ 182,703

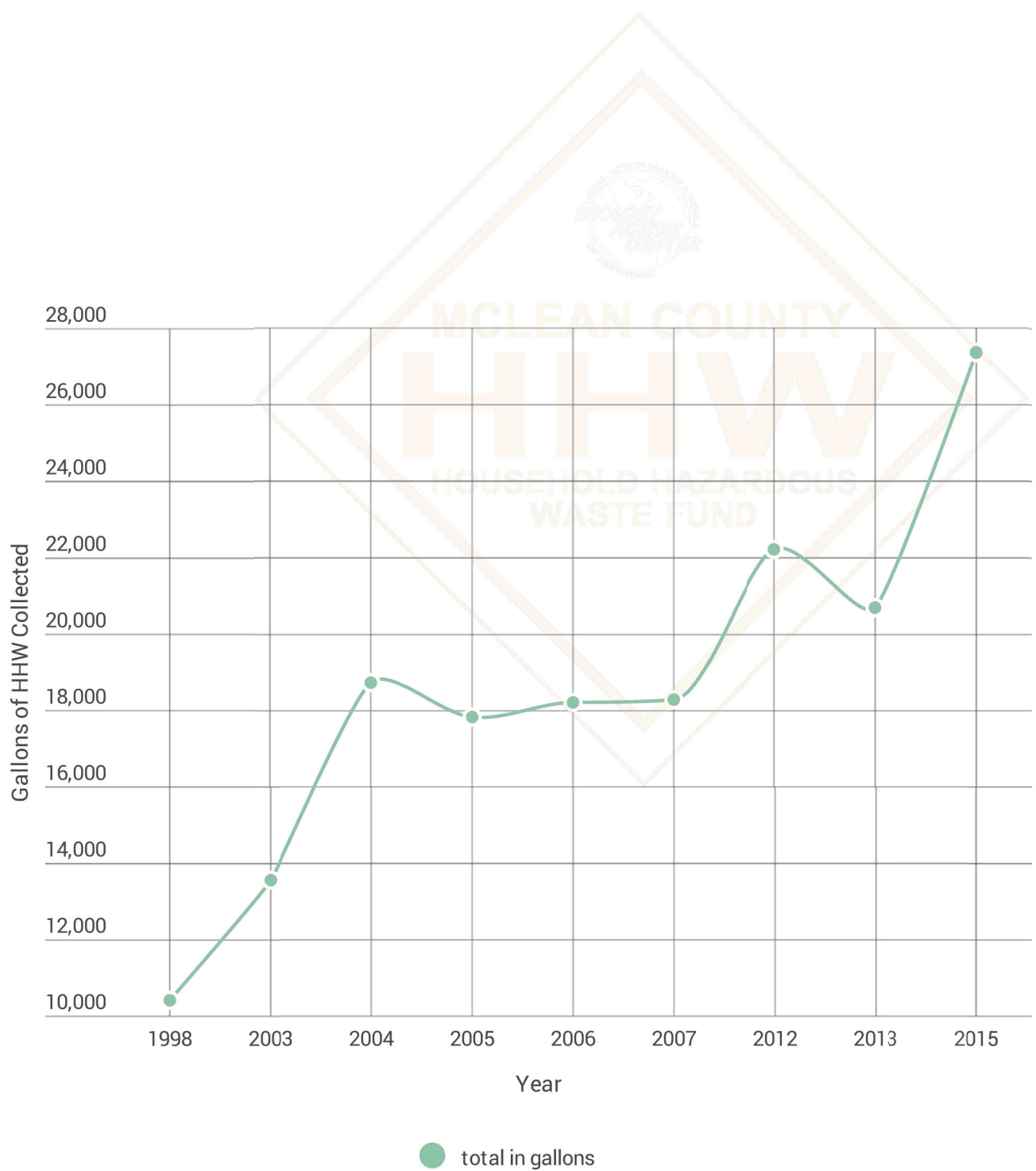
EXPENSE	AMOUNT
Marketing	
Advertising (paid)	\$ 1,937
Advertising (in-kind donation)	\$ 6,000
Videos	\$ 1,230
Direct Mailing	\$ 1,480
Printing	\$ 2,159
Yard Signs	\$ 360
Promotional T-shirts	\$ 500
Credit Card Transaction Fees	\$ 149
Supplies	
Volunteer Food	\$ 150
Portapotties	\$ 400
Banners	\$ 96
Misc Supplies	\$ 13
Waste Contractors	
Hazardous Waste Collection and Disposal	\$ 134,674
Non-hazardous waste disposal (in-kind donation)	\$ 1,000
TOTAL	\$ 150,147

PROFIT/LOSS	\$ 32,555
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trends



disposal costs from 1998-2015



hhw materials collected from 1998-2015

HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM AGREEMENT

This agreement is entered into by and between the City of Bloomington, Town of Normal, and County of McLean (hereinafter referred to as the "City", "Town", and "County") and the Ecology Action Center (hereinafter referred to as the "Center").

A. Purpose of This Agreement:

The purpose of this agreement is to establish a framework for the administration and implementation of the McLean County Household Hazardous Waste Program, hereafter referred to as the "Program", to include coordination of biennial household hazardous waste (HHW) collection events for the City, Town, and County.

B. Period of Agreement:

The agreement commences July 1, 2014 and ends December 31, 2017. This agreement shall be automatically renewed on a calendar year basis unless any party otherwise indicates. Either party may terminate this agreement for any reason with a minimum of sixty (60) days written notice to the other party.

C. Services:

1. City, Town, and County

The City, Town, and County shall:

- a. provide program guidance and oversight through participation on the McLean County Solid Waste Management Program Technical Committee and
- b. provide funding for the project in accordance with item "D" of this agreement.
- c. provide direct assistance with HHW event needs where appropriate including usage of traffic barricades, police for traffic control on public roadways, etc.

2. Center

The Center shall:

- a. coordinate biennial HHW collection events for the residents of the City, Town, and County in Fall 2015 and Fall 2017;
- b. provide the specific HHW coordination services to the City, Town, and County as outlined in Appendix A; and
- c. complete the following reporting requirements: 1) post-collection event reports to Bloomington, Normal, and the McLean County Board Land Use Committee; 2) reporting to the Illinois Environmental Protection Agency if required; 3) periodic reports to the McLean County Solid Waste Management Technical Committee as needed.

D. Project Costs:

1. The annual contract cost of the "Program" will be split by the City, Town, and County proportionally by population using the figures of 45% to represent the City population, 31% to represent the Town population, and 24% to represent the County population.

2. Annual payments of \$31,500 each shall be made by the City by August 1st, pending receipt of an invoice from the Center by July 15th.
3. Annual payments of \$21,700 each shall be made by the Town by August 1st, pending receipt of an invoice from the Center by July 15th.
4. Annual payments of \$16,800 each shall be made by the County by August 1st, pending receipt of an invoice from the Center by July 15th.
5. Upon receipt by the Center, all program funds shall be designated as restricted funds within the "McLean County HHW Fund" held by the Center within a separate banking account.
 - a. Any interest earned by this account will be also be considered restricted funds for HHW purposes.
 - b. The Center will accept public contributions to the "McLean County HHW Fund" to be treated and expended in the same manner.
 - c. In the event of HHW funding received from the Illinois Environmental Protection Agency, said funding will be used prior to expending program funds.
 - d. At the end of the agreement period, unused program funds will be returned to the City, Town, and County unless re-designation for related purposes is mutually agreed upon at that time by all parties.
 - e. It is understood by all parties that payment in support of this agreement is contingent upon availability of Program revenue and/or funds provided through the City, Town, and County General Revenue Funds. Furthermore, it is also understood that the Center's ability to execute this agreement is contingent upon the continued renewal of the "Solid Waste Program Agreement", which provides funding for staff necessary to coordinate this Household Hazardous Waste program.
6. The Center shall save and hold the City, Town, and County, (including its officials, agents and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of action, claims and judgments, resulting from claimed injury, damage, loss or loss of use for any person, including natural persons and any other legal entity or property of any kind (including, but not limited to, choices in action) arising out of or in any way connected with the performance under this agreement, for any costs, expenses, judgments, and attorney's fee paid or incurred or paid for on behalf of the City, Town, and/or County, and/or its agents and employees, by insurance provided by the aforementioned government bodies.
7. This agreement may be modified by mutual consent of the parties hereto and agreed to in writing and does not preclude separate agreements between the Center and individual units of government for additional services.

City of Bloomington

Date

Town of Normal

Date

Art Soren
County of McLean

4/15/2014
Date

Ecology Action Center

Date

APPENDIX A
Services Provided

The Center shall:

- a. perform the following coordination services in providing for a HHW collection every second year of the contract:
 - distribute a request for proposals to potential subcontractors for the collection, transportation and disposal of hazardous and universal wastes;
 - review submitted proposals against criteria outlined in RFP;
 - select and hire qualified and insured hazardous waste service provider or providers;
 - utilize local and/or nonprofit partners where beneficial to reduce service costs, i.e. e-waste collection;
 - identify and secure permission for usage of an appropriate event site;
 - secure permits and/or permission from the Illinois Environmental Protection Agency as required;
 - schedule biennial HHW collection event;
 - recruit and coordinate sufficient personnel to staff the non-hazardous needs of the collection event;
 - publicize biennial collection utilizing traditional and social media;
 - maintain opt-in email notification service to notify community residents of upcoming HHW collection opportunities;
 - adhere to all applicable laws and regulations;
 - design and manage collection events to minimize traffic issues or other hazards on public roadways;
 - promote other regional HHW collection events when open to local residents.
- b. provide for the financial management of the program to include:
 - application for HHW collection funding from the Illinois Environmental Protection Agency or other potential funding sources that become available;
 - solicitation of donations from the general public to the "McLean County HHW Fund" to supplement program funding;
 - the combining of relevant programs as appropriate to avoid duplication and reduce costs and time;
 - accounting of HHW program funds as restricted funds designated for the "McLean County HHW Fund" held in a separate account by the Center.
- c. provide for the administration of the program to include:
 - the submission of biennial reports to the City, Town, and County on the activities conducted in compliance with this agreement;
 - the submission of any required reports to the Illinois Environmental Protection Agency (IEPA);
 - the invoices for services performed in accordance with item "D" of this agreement and;
 - the reporting of program activities to the McLean County Solid Waste Technical Committee and other local government entities as requested.

APPENDIX B
Biennial Program Budget

year	program funding	population percentage	subtotal
2014	Bloomington	45.0%	\$ 31,500
2014	Normal	31.0%	\$ 21,700
2014	McLean County Solid Waste Fund	24.0%	\$ 16,800
2015	Bloomington	45.0%	\$ 31,500
2015	Normal	31.0%	\$ 21,700
2015	McLean County Solid Waste Fund	24.0%	\$ 16,800
2015	Voluntary gate donations		\$ 10,000
2016	Bloomington	45.0%	\$ 31,500
2016	Normal	31.0%	\$ 21,700
2016	McLean County Solid Waste Fund	24.0%	\$ 16,800
2017	Bloomington	45.0%	\$ 31,500
2017	Normal	31.0%	\$ 21,700
2017	McLean County Solid Waste Fund	24.0%	\$ 16,800
2017	Voluntary gate donations		\$ 10,000
	TOTAL		\$ 300,000

year	expenses	subtotal
2015	RHW Disposal	\$ 141,000
2015	Printing	\$ 1,500
2015	Promotions	\$ 6,000
2015	Event Supplies	\$ 1,500
2015	Administration and Coordination	\$ 0
2017	RHW Disposal	\$ 141,000
2017	Printing	\$ 1,500
2017	Promotions	\$ 6,000
2017	Event Supplies	\$ 1,500
2017	Administration and Coordination	\$ 0
	TOTAL	\$ 300,000

* Funded through the McLean County Solid Waste Program

Exhibit A - Contractor Certification For Services

Contractor on behalf of contractor, its principals, and owners with more than a seven and one half percentage interest in Contractor certifies that the following representations are true and correct and further agrees as a condition of doing business with the Town of Normal, City of Bloomington, or County of McLean to require all of Contractor's subcontractors and sub-subcontractors to certify that the following representations are true and correct for each subcontractor and sub-subcontractor:

1. **CONFLICT.** Contractor certifies that no Town of Normal, City of Bloomington, or County of McLean officer or employee has any interest in the proceeds of this contract.
2. **BRIBERY.** Contractor certifies that same has not committed bribery or attempted bribery of an officer or employee of any governmental official whether on the federal, state or local level.
3. **DEBARMENT.** Contractor certifies that same has not been barred from conducting business with any governmental unit whether federal, state or local.
4. **SARBANES-OXLEY.** Contractor certifies that the business entity its officers, directors, partners, or other managerial agents of the business have not been convicted of a felony under the Sarbanes-Oxley Act of 2002 nor have any of the same been convicted of any felony under state or federal securities laws.
5. **BID RIGGING/BID ROTATING.** Contractor certifies that same has not been barred from contracting with any unit of state or local government as a result of a violation of 720 ILCS 5/31B-3 (bid-rigging) or 720 ILCS 5/31B-4 (bid-rotating).
6. **DELINQUENT PAYMENTS.** Contractor certifies that same is not delinquent in the payment of any debt or tax due the State or the Town of Normal, City of Bloomington, or County of McLean.
7. **RECORDS.** Contractor certifies that same shall maintain books and records relating to the performance of this contract as necessary to support amounts charged under the contract for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract.
8. **HUMAN RIGHTS ACTS.** Contractor agrees to comply with applicable provisions of the Town of Normal Human Rights Ordinance, the Illinois Human Rights Act, the U.S. Civil Rights Act and the Americans with Disabilities Act.
9. **NON-DISCRIMINATION.** Contractor certifies that the same is an "Equal Opportunity Employer" as defined by Section 2000 (c) of Chapter 21, Title 42 U.S. Code Annotated and applicable Executive Orders.
10. **DBE.** Contractor certifies that same is or is not (please circle applicable designation) a Minority and Female Business Enterprise as defined by the State of Illinois (30 ILCS 575/et seq.)
11. **PATRIOT ACT.** Contractor certifies that same is in compliance with the Patriot Act and Executive Order 13224 and federal Anti-Money Laundering Control Act of 1986 as amended.
12. **AMERICAN RECOVERY AND REINVESTMENT ACT.** Contractor certifies that same is in compliance with and will continue to comply with the American Recovery and Reinvestment Act of 2009 when federal funds are used pursuant to this Act for the work undertaken by Contractor.
13. **TAXPAYER IDENTIFICATION.** Contractor certifies that its correct Federal Taxpayer Identification Number (Social Security Number or Federal Employer Identification Number) is 37-1157160.
14. To the extent required by Illinois law Contractor agrees to comply with the Illinois Freedom of Information Act and produce upon request public records of the Town of Normal, City of Bloomington, or County of McLean held by such contractor all within the time allowed by law and subject to applicable exemptions allowed by law.

Contractor hereby agrees to defend, indemnify and hold harmless the Town of Normal, City of Bloomington, or County of McLean its officers, employees and agents from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties.

Done this _____ day of _____, 20____.

Ecology Action Center as Contractor

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

FOR COUNCIL: January 11, 2016

SUBJECT: Consideration of approving the December 21, 2015 Council Work Session Meeting Minutes, the Regular City Council Minutes of December 21, 2015, and the December 14, 2015 Regular City Council Meetings.

RECOMMENDATION/MOTION: That the reading of the minutes of the December 21, 2015 Council Work Session Meeting, the Regular City Council Minutes of December 21, 2015, and the December 14, 2015 Regular City Council Meetings, 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 Work Session Meeting Minutes of December 21, 2015, the December 21, 2015 Regular City Council Meeting Minutes, and the December 14, 2015 Regular City Council Meeting, 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:



David A. Hales, City Manager

Attachments:

- December 21, 2015 Work Session Meeting Minutes
- December 21, 2015 Regular City Council Meeting
- December 14, 2015 Regular City Council Meeting

Motion: That the reading of the minutes of the December 21, 2015 Council Work Session Meeting, the Regular City Council Meeting Minutes of December 21, 2015, and the December 14, 2015 Regular City Council Meetings, 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, DECEMBER 21, 2015; 7:00 P.M.**

1. Call to Order

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, December 21, 2015. The Meeting was called to order by Mayor Renner.

2. Pledge of Allegiance to the Flag

The Meeting was opened by Pledging Allegiance to the Flag followed by 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, Diana Hauman, Amelia Buragas, Joni Painter, Scott Black, Mboka Mwilambwe, Jim Fruin, Karen Schmidt and Mayor Tari Renner.

Staff Present: David Hales, City Manager, Steve Rasmussen, Assistant City Manager, George Boyle, Assistant 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 comments. The following individuals provided comments during the meeting.

Gary Lambert
Glen Ludwig
Bruce Meeks
Matt Erickson
Alton Franklin
Aaron Lenny
Chris Johnson
Gay Asberg

6. Recognition / Appointments

The following was presented:

Item 6A. Proclamation declaring December 31, 2015 as, “Reverend Dr. Phenues Bush Day.”

The following was presented:

Item 6B. Presentation of the Annual Report on Library Services for FY15 (Informational Report only) (Presentation by Carol Torrens, Adult Services Manager, Bloomington Public Library 10 minutes.)

The following was presented:

Item 6C. Presentation on, Summer Jobs Program for At-Risk Youth in McLean County and Delinquency Prevention Plan that identifies specific issues within the Community and options for addressing those concerns. (Jason Chambers, McLean County State’s Attorney 10 minutes.)

The following was presented:

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

Mayor Renner requested Item No. 7D be pulled from the Consent Agenda. Alderman Buragas requested Item Nos. 7F and 7G be pulled from the Consent Agenda for further discussion.

Motion by Alderman Hauman, seconded by Alderman Painter that the Consent Agenda items are approved with the exception of Item Nos. 7D, 7F, and 7G.

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

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

Nays: None.

Motion carried.

7. Consent Agenda

Item 7A: Consideration of approving the Council Meeting Minutes of November 23, 2015. (Recommend that the reading of the minutes of the previous Council Work Session Minutes of November 9, 2015 be dispensed with and the minutes approved as presented.)

The following was presented:

Item 7B. Consideration of a approving a preliminary Engineering Services Agreement with the Norfolk Southern Railway Company for the proposed Hamilton Road crossing near Commerce Parkway..) *(Recommend that the agreement with Norfolk Southern Railway Co. for preliminary engineering services in the amount of \$29,420 be approved and the City Manager and City Clerk be authorized to execute the necessary documents.)*

The following was presented:

Item 7C. Consideration of approving a Wireline Crossing Agreement with the Union Pacific Railroad Corporation for installation of roadway and pedestrian lighting to be attached to the railroad bridge at Market Street. *(Recommend that Wireline Crossing Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)*

The following was presented:

Item 7D. Consideration of approving a contract with Blue Cross Blue Shield for the 2016 Stop Loss Insurance for Employee PPO Health Plan. *(Recommend that the Contract with Blue Cross Blue Shield for 2016 individual stop loss coverage on the City's employee PPO health plan be accepted and authorized the Mayor and City Clerk to execute the necessary documents.)* ***Pulled From Consent Agenda***

The following was presented:

Item 7E. Consideration of approving an Ordinance approving a Petition from CD PRYZ, LLC, for an Expedited Final Plat for CAMtek Subdivision, located east of Eastport Drive and North of Empire Street and a Subdivision Construction Agreement. *(Recommend that the Ordinance be approved for the Expedited Final Plat, subject to the Petitioner posting the required bond prior to recording of the final plat and contingent upon the execution of and the Subdivision Construction Agreement by all of the parties, in the form attached hereto or similar form approved by the City Manager, and that the City Manager and Clerk be authorized to execute a Subdivision Construction Agreement as deemed in the best interests of the City.)*

ORDINANCE NO. 2015 -87
AN ORDINANCE APPROVING THE FINAL PLAT OF NATURES TRAIL
SUBDIVISION

The following was presented:

Item 7F. Consideration of adoption of an ordinance for Case SP-04-15 Petition requesting approval of a Special Use Permit for a Two-Family Dwelling for the property located at 1314 Fell Avenue. *(Recommend that an Ordinance be adopted for Case SP-04-15 for the Special Use Permit for a Two-Family Dwelling for the property located at 1314 Fell*

*Avenue, and authorize the Mayor and City Clerk to execute the necessary documents.) **Pulled From Consent Agenda.***

ORDINANCE NO. 2015-88
AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A
Two-Family Residential Use
FOR PROPERTY LOCATED AT: 1314 Fell Avenue

The following was presented:

Item 7G. Consideration of approving an Ordinance Prohibiting the Use of Groundwater as a Potable Water Supply and Approval of Highway Authority Agreement / Leave-in-place Agreement at 1331 N. Linden Street (Ward 7) *(Recommend that the Ground Water Ordinance and Highway Authority Agreement be delayed until a future meeting to allow City staff time to provide additional information for this item to be discussed on a regular agenda of the Council.) Pulled From Consent Agenda.*

ORDINANCE NO. 2015-89
AN ORDINANCE PROHIBITING THE USE OF GROUNDWATER AS
POTABLE WATER SUPPLY BY THE INSTALLATION OR USE OF POTABLE
WATER SUPPLY WELLS OR BY ANY OTHER METHOD

The following was presented:

Item 7H. Consideration of Amending the City Code Provisions on Lake Lease to update the terms, duration, and rental rates. *(Recommend that the Ordinance Amending the City Code on Lake Leases be approved and the Mayor and City Clerk be authorized to execute the Ordinance.)*

The following was presented:

Item 7I. Consideration of approving a Lake Bloomington Lease Transfer Petition for Lot 26, Block 2 of Camp Kickapoo, from Stanley R. Hoselton Trust to Anvil Real Estate, Inc.

The following was presented:

Item 7D. Consideration of approving a contract with Blue Cross Blue Shield for the 2016 Stop Loss Insurance for Employee PPO Health Plan. *Pulled From Consent Agenda*

Mr. Hales stated that the Human Resource Department has been working aggressively to secure a renewal of our individual health plan and stop loss coverage. New this year, the City has the opportunity to achieve some stop loss coverage for the prescription drug plan. The City has the potential through High Mark Insurance to not only save \$21,000 in the premium for the medical, but also for the first time to have stop loss coverage for prescription drugs. For a

\$21,000 savings the City would add, a deductible limit of \$155,000 for prescription drugs, and would have reinsurance for any amount above. However, the City has been running out of time, due to that the City would like to have the Council consider an alternative motion for this item. Mr. Hales read the recommended motion into the record.

Motion by Alderman Fruin, seconded by Alderman Lower that the City Manager be authorized to enter into a contract for 2016 individual stop loss coverage on the City's employee PPO health and prescription drug plan with High Mark Insurance, contingent upon approval of the contractual language as determined by the Corporation Counsel, or in the alternative with Blue Cross Blue Shield for stop loss coverage on the City's employee PPO health plan only if the contractual language with High Mark Insurance is not deemed to be in the City's best interest by the Corporation Counsel.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 7F. Consideration of adoption of an ordinance for Case SP-04-15 Petition requesting approval of a Special Use Permit for a Two-Family Dwelling for the property located at 1314 Fell Avenue. *(Recommend that an Ordinance be adopted for Case SP-04-15 for the Special Use Permit for a Two-Family Dwelling for the property located at 1314 Fell Avenue, and authorize the Mayor and City Clerk to execute the necessary documents.)* ***Pulled From Consent Agenda.***

ORDINANCE NO. 2015-88
AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A
Two-Family Residential Use
FOR PROPERTY LOCATED AT: 1314 Fell Avenue

Alderman Buragas stated, she requested that this item be pulled from the Consent Agenda to commend the Community Development Department, and Fred Wollrab and Carol Sheppard, as this project is considered a success story in bringing back property into productive use, as this is really an asset for our community.

Motion by Alderman Buragas, seconded by Alderman Schmidt that an Ordinance be adopted for Case SP-04-15 for the Special Use Permit for a Two-Family Dwelling for the property located at 1314 Fell Avenue, and authorize the Mayor and City Clerk to execute the necessary documents.)

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

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

Nays: None.

Motion carried.

The following was presented:

Item 7G. Consideration of approving an Ordinance Prohibiting the Use of Groundwater as a Potable Water Supply and Approval of Highway Authority Agreement / Leave-in-place Agreement at 1331 N. Linden Street (Ward 7) *(Recommend that the Ground Water Ordinance and Highway Authority Agreement be delayed until a future meeting to allow City staff time to provide additional information for this item to be discussed on a regular agenda of the Council.)* ***Pulled From Consent Agenda.***

ORDINANCE NO. 2015-89

AN ORDINANCE PROHIBITING THE USE OF GROUNDWATER AS POTABLE WATER SUPPLY BY THE INSTALLATION OR USE OF POTABLE WATER SUPPLY WELLS OR BY ANY OTHER METHOD

Alderman Buragas stated this item deals with an environmental contamination that has occurred in Ward 4. She had been surprised to see this item come forward as there was no prior notice from the City staff regarding this item previously. She expressed concerned that there are a large number of questions that have not been addressed within the scope of the background. There is not sufficient information to make a sound decision on this item tonight. Since this involves public safety, due to contaminated groundwater in a residential area and Sugar Creek, she would prefer that this item be delayed and brought back to and fully brief the Council as to the nature and history of the contamination.

Motion by Alderman Buragas, seconded by Alderman Painter to delay this item to a future date to allow staff to provide Council with historical information, options and action plan for moving forward.

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

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

Nays: None.

Motion carried.

8. Regular Agenda

Item 8A. Consideration of approving Resolutions for the abatements of property taxes for the 2015 Tax Levy. *(Recommend that the Resolutions for the abatement of a total \$6,933.026.29 of property taxes for the 2015 tax levy for debt service and rent payments be adopted, and authorize the Mayor and City Clerk to execute the necessary documents.)*

- A. A Resolution Abating All or a Portion of the Taxes Heretofore Levied To Pay Debt Service on Certain General Obligation Bonds of the City Of Bloomington, Mclean County, Illinois.
- B. A Resolution Abating Tax Levy For Rent Payable Under Lease Agreement Between The Public Building Commission, Mclean County And The City Of Bloomington For The Old Champion Building And The Expansion Of The Parking Garage.

Ms. Silva provided a brief overview of this item and stated that this is standard formality, whereby the Council decides the amount of tax levy, the City will then need to abate the debt service down to that level. If the City does not approve the resolutions, the tax levy increase by that amount.

Motion by Alderman Schmidt seconded by Alderman Mwilambwe that the Resolutions for the abatement of a total \$6,933.026.29 of property taxes for the 2015 tax levy for debt service and rent payments be adopted, and authorize the Mayor and City Clerk to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 8B. Consideration of adoption of an ordinance for Case SP-05-15 Petition requesting approval of a Special Use Permit to allow the operation of an antique store for the property located at 403-405 E. Locust Street. *(Recommend that an Ordinance be adopted for Case SP-05-15 for the Special Use Permit for an antique store at 403-405 E. Locust Street, and authorize the Mayor and City Clerk to execute the necessary documents.)*

ORDINANCE NO. 2015-90
AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A
Antique Store
FOR PROPERTY LOCATED AT: 405 E. Locust Street

Mr. Dabareiner, this is a straight-forward case, that typically an antique store would not be allowed in a residential district. It follows a series of non-conforming uses. Under the Zoning Ordinance, you can follow a non-conforming use with another non-conforming use with a special use.

This case was before the Zoning Board of Appeals for a public hearing and review on November 18, 2015. No citizens, outside of the applicant, spoke in favor; one citizen expressed concern over the impact of a retail use in a residential area but seemed satisfied with a limitation on hours. The Board recommended approval by unanimous vote with the condition that business hours be restricted to not exceed 8:00AM to 6:00PM, Monday through Friday, and 10:00AM to 5:00PM on Saturday and Sunday. This recommendation is largely consistent with staff's position.

Alderman Lower stated, it is his understanding that there are apartment units located within that building where residents are currently residing. Mr. Dabareiner stated that there are two apartments on the upper floor of this building.

Motion by Alderman Black, seconded by Alderman Buragas that an Ordinance be adopted for Case SP-05-15 for the Special Use Permit for an antique store at 403-405 E. Locust Street, and authorize the Mayor and City Clerk to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

City Manager's Discussion

Mr. Hales wished everyone a happy holiday season.

Mayor Discussion

Mayor Renner, Google announced the City of Bloomington has been named the 2015 eCity of Illinois. The eCity Awards recognize the strongest online business community in each state - the digital capitals of America. These cities' businesses are embracing the web to find new customers, connect with existing clients and fuel their local economies. He wished the community a happy holiday season.

City Alderman's Discussion

No comments offered from the Aldermen.

Adjournment

Motion made by Alderman Hauman seconded by Alderman Schmidt to adjourn the meeting at 8:00 p.m.

Motion carried (viva voce).

City of Bloomington

Attest

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

**RECORD OF MOTIONS AND VOTES
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS
MONDAY, DECEMBER 14, 2015; 7:00 P.M.**

1. Call to Order

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, December 14, 2015. The Meeting was called to order by Mayor Renner.

2. Pledge of Allegiance to the Flag

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

3. Remain Standing for a Moment of Silent Prayer

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

4. Roll Call

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

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

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

Staff Absent: David Hales, City Manager.

5. Public Comment

Mayor Renner opened the meeting to receive Public Comment. The following citizens came forward with comments.

Patricia Marton
Bob Clay
Bruce Meeks
Charles Roberts
Sid Kendrick

6. Recognition / Appointments

The following was presented:

Item 6A. Recognition of the following individuals who participated in the Fall 2015 Bloomington 101 Program.

- Olemuel Ashford
- Deborah Brown
- David Burch
- Tara Henry
- George Huonker
- Tejas Jani
- Tahnee Lee Lathrop
- Cherry Lawson
- Y. Margot Mendoza
- Kimberly Mensah
- Tim Mitchell
- Michael O'Donnell
- Marcia Maxon Schwartz
- Sara Taylor
- Robin VanDermay
- Sarah Villafuerte
- Cat Woods

The following was presented:

Item 6B. Appointment of Michael Gorman to the Regional Planning Commission (McLean County).

7. Consent Agenda

The following was presented:

Item 7A: Consideration of approving the Council Meeting Minutes of November 23, 2015.

Mayor Renner called on the Council to see whether any items needed to be pulled from the Consent Agenda for further discussion. No items were pulled from the Consent Agenda for discussion.

Motion by Alderman Painter, seconded by Alderman Schmidt that the items on the Consent Agenda are approved.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 7B. Consideration of approving Bills, Payroll and Electronic Transfers.

The following was presented:

Item 7C. Consideration of approving an Appointment to the Regional Planning Commission (McLean County).

The following was presented:

Item 7D. Consideration of Ratification of Contract with Police Benevolent and Protective Association Unit 21 (patrol) for the period of May 1, 2014 through April 30, 2016.

The following was presented:

Item 7E. Consideration of approving a Memorandum of Understanding for Scott Oglesby.

The following was presented:

Item 7F. Consideration of waiving formal bidding process and approving an EMS Continuing Education and Quality Assurance Service Agreement as a limited source purchase in the amount of \$17,250.

The following was presented:

Item 7G. Consideration of approving a Resolution waiving the formal bid process and purchase of Personal Protective Equipment – Firefighting Turnout Gear in the amount of \$50,700.

RESOLUTION NO. 2015 - 49

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF FIREFIGHTING TURNOUT GEAR FOR THE
FIRE DEPARTMENT FROM MUNICIPAL EMERGENCY SERVICES, INC. AT A
PURCHASE PRICE OF \$50,700**

The following was presented:

Item 7H. Consideration of approving the purchase of one (1) International Dump Truck (unit number R25) for the Solid Waste Division of the Public Works Department using the State of Illinois Joint Purchasing Contract.

The following was presented:

Item 7I. Consideration of approving the purchase for a scheduled replacement of one (1) Dump Truck (unit number W19) for the Water Transmission and Distribution Division of the Water Department.

The following was presented:

Item 7J. Consideration of approval of an ordinance for Case SP-03-15 Petition requesting approval of a Special Use Permit for a Two-Family Dwelling for the property located at 812 E. Chestnut Street.

**ORDINANCE NO. 2015-80
AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A
Two-family dwelling (duplex)
FOR PROPERTY LOCATED AT: 812 E. Chestnut St., Bloomington, IL 61701**

The following was presented:

Item 7K. Consideration of approving an Ordinance for a Petition from Wittenberg Woods II, LLC, requesting approval of a Final Plat for the Wittenberg Woods at Prairie Vista Second Addition, located west of Morris Avenue and north of Lutz Road.

The following was presented:

**ORDINANCE NO. 2015-81
AN ORDINANCE APPROVING FINAL PLAT OF
WITTENBERG WOODS AT PRAIRIE VISTA SECOND ADDITION IN
THE CITY OF BLOOMINGTON, McLean COUNTY, ILLINOIS**

8. Regular Agenda

Item 8A. Public Hearing and Action on Fourth Amendment to Annexation Agreement with David Fedor, as Trustee of McLean County Land Trust CC-1 (Fox Creek).

(a) Public Hearing on Fourth Amendment to Annexation Agreement

- (i) Open Public Hearing
- (ii) Staff Overview (Presentation by Jeff Jurgens, Corporation Counsel, 5 minutes)
- (iii) Public Comment
- (iv) Close Public Hearing

Mayor Renner asked for a motion to open the Public Hearing.

Motion by Alderman Hauman, seconded by Alderman Schmidt to open the Public Hearing to receive comments on this item.

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

Nays: None.

Motion carried.

Mr. Jurgens provided a brief overview of this item stating, an annexation agreement was entered into on or around December 10, 1990, between the City of Bloomington ("City") and David Fedor as successor in interest to Mercer Turner, as Trustee of McLean County Land Trust CC-1 dated September 1, 1993 and to both First of America Trust Company, as trustee of the land trust The Peoples Bank, as trustee of land trust 21-040000 and PBB-232, dated January 25, 1991 ("Owner"). The original annexation agreement was further amended by the parties on February 25, 1991, August 24, 1992 and February 25, 1994

For several months, the City and Owner have been working on a resolution to several outstanding issues associated with the development of the property and have developed this Fourth Amendment to the original annexation agreement to set forth the obligations of the parties. Two of the primary issues addressed involve the payment of an outstanding development fee and work regarding the Pepper Ridge Detention Basin. Section 2 of the Third Amendment required payment of a general development fee, in the amount of \$2,000,000 to be paid in the amount of \$4,000 upon the sale of each R-1B lot sold. However, as a result of the economy, there was a downturn in residential development during the term of the Third Amendment and not enough houses were sold to have the development fee paid. Under the terms of the Fourth Amendment, a payment of \$100,000 is due to the City within 10 days and the Owner must pay the City \$4,000 at the time each R-1B lot is sold by the Owner, but no less than \$5,502.30 per month until the balance of \$462,194 is paid in full.

The original Annexation Plat also set forth the construction of a detention basin known as the Pepper Ridge Detention Basin (“Basin”). The location of the Basin has moved slightly and requires certain improvements prior to acceptance by the City. The Owner has agreed to clean and re-grade the Basin and pay the City \$20,000 for re-seeding.

Public Hearing Comments:

Donna Bolden

Mayor Renner asked for a motion to close the Public Hearing.

Motion by Alderman Black, seconded by Alderman Schmidt to close the Public Hearing to receive comments on this item.

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

Nays: None.

Motion carried.

Item 8A. (b) Consideration of an Ordinance Approving the Fourth Amendment to an Annexation Agreement with David Fedor, as Trustee of McLean County Land Trust CC-1 Dated September 1, 1993. (Council discussion 10 minutes.)

ORDINANCE 2015 - 82
AN ORDINANCE APPROVING THE FOURTH AMENDMENT TO AN ANNEXATION
AGREEMENT WITH DAVID FEDOR, AS TRUSTEE OF McLean COUNTY LAND
TRUST CC-1 DATED SEPTEMBER 1, 1993

Alderman Black asked what would be the outcome if the City did not approve the amendment.

Mr. Jurgens stated, the City would continue to negotiate some type of an agreement. The City has looked at this as a global settlement and resolution in dealing with Fox Creek and the Hershey Subdivision. With the Hershey Subdivision, the City is getting out of some obligations that the City has (theoretically) that will likely save the organization millions. The Engineering Department has combed through the agreement and have tried to address the issues that exist.

Alderman Black asked whether those millions refer to legal cost and consultants. Mr. Jurgens stated that is correct.

Motion by Alderman Sage seconded by Alderman Lower that Council approve the Ordinance approving the Fourth Amendment to the Annexation Agreement with David Fedor, as

Trustee of McLean County Land Trust CC-1 dated September 1, 1993, and authorize the Mayor and City Clerk to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 8B. Public Hearing and Action on First Amendment to an Annexation Agreement with Hershey Grove, LLC (Hershey Grove).

- (a) Public Hearing on First Amendment to Annexation Agreement
 - (i) Open Public Hearing
 - (ii) Staff Overview (Presentation by Jeff Jurgens, Corporation Counsel, 5 minutes.)
 - (iii) Public Comment
 - (iv) Close Public Hearing

Mayor Renner asked for a motion to open the Public Hearing.

Motion by Alderman Schmidt, seconded by Alderman Painter to open the Public Hearing to receive comments on this item.

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

Nays: None.

Motion carried.

Mr. Jurgens provided a brief overview of this item stating, an annexation agreement was entered into on or around February 11, 2002, between the City of Bloomington (“City”) and Hershey Grove, LLC (“Owner”).

For several months, the City and Owner have been working on a resolution to several outstanding issues associated with the development of the property and have developed this First Amendment to the original annexation agreement to set forth the obligations of the parties. Two of the primary issues involved the extension of Hershey Road and the pursuit of a railroad crossing from the Illinois Commerce Commission, as well as how the Owner would meet the parkland dedication requirements.

Section 14 of the Annexation Agreement required the City to extend Hershey Road to the southern perimeter of the property within 10 years of the making of the Agreement and to apply to the ICC for a crossing permit. The City filed a petition for a crossing with the ICC, but faced strong objection from the Norfolk Southern Railway. Pursuant to the First Amendment, the City will have no further obligations regarding obtaining the railway crossing or extending the road to the southern perimeter of the property.

The Annexation Agreement also provided the Owner could satisfy the park land dedication requirements by making dedication of the area for the Constitutional Trail and from the parcel south of the railway. The Owner has already dedicated the area designated for the Constitutional Trail, but since development is not continuing south of the railway, the City has not actively sought dedication of this area and instead has worked out an agreement with the Owner to make additional trail and sidewalk improvements.

Open Public Hearing

There were no comments from the public.

Mayor Renner asked for a motion to close the Public Hearing.

Motion by Alderman Black, seconded by Alderman Lower to close the Public Hearing to receive comments on this item.

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

Nays: None.

Motion carried.

The following was presented:

Item 8B. (b) Consideration of an Ordinance Approving the First Amendment to an Annexation Agreement with Hershey Grove, LLC. (Council discussion 10 minutes.)

ORDINANCE 2015 - 83

AN ORDINANCE APPROVING THE FIRST AMENDMENT TO AN ANNEXATION AGREEMENT WITH HERSHEY GROVE, LLC

Alderman Hauman stated, she was pleased that the residents of Hershey Grove came to request this type of park and appreciates the Snyder Company for responding to the residents' request, as well as staff having committed the time to process this request.

Alderman Lower stated, these types of projects should not be isolated. That many residents are unaware of the scheduling..., there is ongoing expense each time the City elects to add to the trail head or sidewalks. Those expense comes out of the General Fund.

Mayor Renner stated for clarification, each time the City adds to Constitution Trail there is an added expense as a consequence.

Alderman Lower referenced the park like setting, stating that it is an amenity to the community, that it is not a need for the residents. If the City continues to add to the 45 plus parks, there is an expense associated with it.

Alderman Hauman, for the residents who purchased their homes in that area, there was an expectation of having green space as many other developments.

Motion by Alderwoman Hauman, seconded by Alderman Schmidt That Council approve the ordinance approving the First Amendment to the Annexation Agreement with Hershey Grove, LLC, and authorize the Mayor and City Clerk to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 8C. Public Hearing and Action on Third Amendment to an Annexation Agreement with Charles W. Palmer.

- a) Public Hearing on Third Amendment to Annexation Agreement**
 - (i) Open Public Hearing**
 - (ii) Staff Overview (Presentation by Jeff Jurgens, Corporation Counsel, 5 minutes.)**
 - (iii) Public Comment**
 - (iii) Close Public Hearing**

Mayor Renner asked for a motion to open the Public Hearing.

Motion by Alderman Hauman, seconded by Alderman Schmidt to open the Public Hearing to receive comments on this item.

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

Nays: None.

Motion carried.

Mr. Jurgens provided an overview of this item stating, an annexation agreement was entered into on or around February 13, 1996, between the City of Bloomington (“City”) and Charles W. Palmer (“Owner”). This would be the Third Amendment to the Annexation Agreement which was amended on May 29, 2001, and April 11, 2005, and serves to settle several disputes between the parties regarding the interpretation of certain language and obligations.

Specifically, the Owner filed litigation seeking to mandate the City to extend Mitsubishi Motorway further south, including over Sugar Creek, and abatement of the development fee (\$1,410,000) as required in the Annexation Agreement. The City has estimated the cost to build the bridge, along with the roadway extensions that would be required, would be substantial and a strain on City resources. Accordingly, the parties have negotiated a settlement and wish to enter into this Third Amendment to effectuate the terms of the settlement.

Under the settlement, the City will have no obligation to extend Mitsubishi Motorway and in exchange, the development fee will be reduced to \$50,000.

Open Public Hearing

There were no comments offered.

Mayor Renner asked for a motion to close the Public Hearing.

Motion by Alderman Black, seconded by Alderman Painter to close the Public Hearing to receive comments on this item.

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

Nays: None.

Motion carried.

The following was presented:

Mayor Renner left the meeting at 7:38 p.m. Alderman Schmidt became Mayor Pro Tem.

Item 8C. (b) Consideration of an Ordinance Approving the Third Amendment to An Annexation Agreement with Charles W. Palmer, dated February 13, 1996. (Council discussion 10 minutes.)

ORDINANCE 2015 - 84
AN ORDINANCE APPROVING THE THIRD AMENDMENT TO AN ANNEXATION
AGREEMENT WITH CHARLES W. PALMER

Motion by Alderwoman Sage, seconded by Alderman Hauman that Council approve the ordinance approving the Third Amendment to the Annexation Agreement with Charles W. Palmer, and authorize the Mayor and City Clerk to execute the necessary documents.

Mayor Pro Tem Schmidt directed the Clerk to call the roll which resulted in the following:

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

Nays: None.

Motion carried.

The following was presented:

Item 8D. Presentation of the Empire Street Corridor Redevelopment Project Area Tax Increment Financing Redevelopment Plan and consideration of approving an ordinance to set a date for, and to approve a public notice of a public hearing for the Empire Street Corridor Redevelopment Project Area. (Austin Grammer, Economic Development Coordinator & Mike Weber, Director, PGAV, Presentation 15 minutes, Council discussion 15 minutes.)

ORDINANCE NO. 2015-85
AN ORDINANCE OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY,
ILLINOIS, TO SET A DATE FOR, AND TO APPROVE A PUBLIC NOTICE OF
A PUBLIC HEARING FOR THE EMPIRE STREET CORRIDOR
REDEVELOPMENT PROJECT AREA

Motion by Alderwoman Black, seconded by Alderman Hauman that the ordinance to set a date for, and to approve a public notice of a public hearing for the Empire Street Corridor Redevelopment Project Area be approved and authorize the Mayor and City Clerk to execute the necessary documents.

Mayor Pro Tem Schmidt directed the Clerk to call the roll which resulted in the following:

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

Nays: None.

Motion carried.

The following was presented:

Item 8E. Consideration of approving An Ordinance Levying Taxes for the City of Bloomington, McLean County, Illinois for the Fiscal Year Beginning May 1, 2015 and Ending April 30, 2016 for the City of Bloomington. (Council discussion 10 minutes.)

**ORDINANCE 2015 - 85
AN ORDINANCE LEVYING TAXES FOR THE CITY OF BLOOMINGTON, MCLEAN
COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING MAY 1, 2015 AND
ENDING APRIL 30, 2016 FOR THE CITY OF BLOOMINGTON**

Motion by Alderwoman Painter, seconded by Alderman Hauman the Council approve the 2015 Final Property Tax Levy Ordinance in the amount of \$24,063,066, and authorize the Mayor and City Clerk to execute the necessary documents.

Mayor Pro Tem Schmidt directed the Clerk to call the roll which resulted in the following:

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

Nays: None.

Motion carried.

The following was presented:

Item 8F. City Infrastructure 2015 Projects Status Report (Recommend that the Council receives the Presentation as information only.)

- a. Presentation by Steve Rasmussen, Assistant City Manager, 5 minutes
- b. Presentation by Kevin Kothe, City Engineer, Public Works Division, 5 minutes
- c. Presentation by Bob Yehl, Director, Water Department, 5 minutes
- d. Presentation by Jay Tetzloff, Director of Parks & Recreation, 5 minutes

Mr. Rasmussen stated there are five presentations to be received by the Council from the department heads that are responsible for those City Departments.

Russ Waller, Facilities Manager, Jay Tetzloff, Director of Parks & Recreation, Assistant Police Chief Ken Bays, Kevin Kothe, City Engineer and Bob Yehl, Director of the Water Department.

Mr. Waller provided an update on facility related projects stating, the projects are based on the Facilities Master Plan. The repairs to city facilities are more along the line of being life safety Repairs to the Abraham Lincoln Parking Garage, that approximately \$250,000 was spent on this project. He discussed the replacement of the sprinkler system in the Police garage stating that the cost of that project was \$190,000 that the project is not yet complete as there are still some minor things that needs to be done.

Mr. Tetzloff provided an update on Eagle View Park as they were able to get this project funded and completed. His predecessor, John Kennedy saw this project through to just before leaving. The total cost of this project was \$1,018,636, and \$400,000 was received from State OSLAD Grant. They were able to develop 14.5 acres of parklands.

Mr. Bays provided an update on the Police Shooting Range and the improvements that have been completed, and stated the cost to remove the mold from the shooting range was \$67,000. He thanked the Facilities Department for their assistance. With monies in this budget year, they hope to have the HVAC replaced in the amount of \$40,000.

Mr. Kothe provided an updated on the Sewer work on Market and McLean a 3 foot sewer that the City had lined which was from the 1800. City was able to line the sewer right under residents' home without causing distress. This project cost was approximately \$1.6 million and came out of the Enterprise fund. There was some street surfacing projects that were completed that were budgeted in the 2014 FY. In addition, they had approximately \$2.4 million from Local Motor Fuel Tax to do resurfacing of sidewalks and pavement preservation. He reported on the sewer project on Catherine Street that had no public sewer in that area. He stated that residents were connected to other private resident's sewer systems. This sewer project was paid for from the Community Development Block Grant funds. The other big project were the Master Plans that were approved by the Council in 2015 consisting of: Stormwater & Sanitary Sewers, Sidewalks, and Bicycles. Currently in progress is the Master Plan for the major city streets projects. He discussed some surprise projects that were not planned that dealt with flooding relating issues.

Mr. Yehl report on the progress with the Water Department projects. Lake Bloomington lake wetlands project that was accomplished through a grant with Coke Cola and in-kind donations with the City of Bloomington, Nature Conservatory obtained the grant from Coke Cola which assisted in putting the wetlands in place and watershed. The first project as Water Director was the Shore Stabilization project which was financed through the Enterprise Fund that the Friends of Ever Bloom obtained from Fish and Wildlife. He mentioned the Stream Stabilization project at Lake Evergreen to reduce the erosion; the WTP Filter Retrofit project at the Lake, as well as collaborating with Public Works on the Lake Evergreen Spillway Bridge project. He discussed some mechanical maintenance, distribution and meter services related projects as well.

Alderman Scott stated, on the County Board, the Commission would take a field trip each summer with the Clerk attending so to allow the members to see the projects that the Board had funded that year as well as view the progress. He would welcome the opportunity to do that with the City related projects as some of the employees may wish to see Council show up at some of these projects. He asked that next year a field trip be placed on the calendar for the Council to view some of the projects that were approved.

Mr. Rasmussen thanked the operations department managers and their staff for their hard work in bringing these projects forward.

City Manager's Comments

Mr. Rasmussen commented about Mr. Hales travel back to Bloomington. He reported on leaf collection which was a big issue these past few weeks. The backlog of leaf has been cleaned up and the City is back on schedule. He thanked employees in Public Works, Parks Department and Water Department for their efforts.

Mayor's Comments

Mayor Renner left early due to feeling ill. Alderman Scott stated, Mayor Renner asked him to read a note regarding the Mayor's Open House.

"Those of us listed below have been active members of the Highland Park Golf Course over the past several years. We are retired or at retirement age and really enjoy playing golf at Highland. We would like to have the City officials know how we feel about the golf course future, please keep Highland Golf Course operating in its current manner. Highland is a course that is suited for older folks. It is not too long, not too difficult and is fairly easy to walk and reasonably priced for folks on fixed incomes, and is a great place for young golfers to play and practice, and persons just learning the game. It has fewer water hazards and sand trap holes. Highland Golf Course is a place to encourage families and young people to enjoy the game. Fox Creek is great for advance golfers, and Prairie Vista is a more open course. There is currently no annual fee. Both of these courses are longer and harder to walk. Maybe by charging a higher fee for an electric golf cart, walking the course would be encouraged and revenues would be improved."

Alderman Black stated that over twelve citizens have signed their name to the letter that was read.

Mayor Pro-tem Schultz reminded the public that the second meeting in December is scheduled for December 21, 2015 at 7 PM. Therefore Mayor Renner's Open House will be held on Friday.

Adjournment

Motion made by Alderman Sage seconded by Alderman Buragas to adjourn the meeting at 8:34 p.m.

Motion carried (viva voce).

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

Cherry L. Lawson, City Clerk

**SUMMARY MINUTES OF THE
WORK SESSION CITY COUNCIL MEETING
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS
MONDAY, DECEMBER 21, 2015; 5:21 P.M.**

The Council convened in work Session in the Council Chambers, City Hall Building, at 5:21 p.m., Monday, December 21, 2015.

1. CALL TO ORDER

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

2. ROLL CALL

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

Staff Present: David Hales, City Manager; Jeffery Jurgens, Corporate Counsel; Steve Rasmussen, Assistant City Manager; Brendan Heffner, Police Chief, Cherry Lawson, City Clerk.

3. PUBLIC COMMENT

No one spoke during Public Comment.

4. DISCUSSION TOPIC

A. Lake Bloomington Lease Quality and Related Issues

Steve Rasmussen, Assistant City Manager, addressed the Council. He provided a brief history on the origin of the Lake Bloomington leases. He stated that there were four (4) issues at the Lake which required addressing: 1) Lease payments, 2) Waste Water, 3) Cost of Services rendered and 4) Building permits.

Tenants paid lease payments to the city and taxes to McLean County (County). He noted that the area was unincorporated. Rental rates were established in the 1930's and were low compared to market value. To date, seventy-five percent (75%) of lease end dates do not comply with City Code. The Plan was to update Chapter 23, Lake Bloomington, Section 56, Authority of City to Lease Generally; Term of Lease, Etc. and 58, Authority of City to Negotiate Leases, Receive Down Payments, Etc.

The average septic system lasts twenty to twenty-five (20-25) years. Most systems were beyond life expectancy and had reached maximum capacity. Additional water treatment was

required due to residue from inefficient systems. A short-term solution was placing larger septic systems on city property. A long-term solution was to build a Water Treatment Plant. Pipeline would run around the lake or tie into Bloomington Normal Water Reclamation District (BNWRD) with just nine (9) or ten (10) miles of pipeline. A 2003 study by Farnsworth Engineering required updating.

Rental rates contribute to less than half ($\frac{1}{2}$) of services rendered. The remainder was subsidized from the Water Department Enterprise fund. He noted the following fund recovery options: 1) an intergovernmental agreement for special property tax collection; 2) impose a Home Property Management Owner's Association fee; or 3) raise Water/Refuse fees.

The County and City were working together on approving building permits. The County was responsible for onsite land inspections. The City inspected the water. Staff was requesting a larger role in building inspections to protect the water resources. Mr. Rasmussen cited non-compliant docks as a large issue. Staff was working with the County Building and Zoning to determine new practices for handling building/permitting processes. After which Chapter 23, Lake Bloomington, would be rewritten to clarify the new practices.

Staff proposed the following ordinance changes to Chapter 23, Lake Bloomington, Section 56, Authority of City to Lease Generally; Term of Lease, Etc.: Correct "the year 2032 to January 1, 2131". This would bring the code in compliance with current lease end dates and with the banking and mortgage industry. Section 58, Authority of City to Negotiate Leases, Receive Down Payments, Etc.: changes were to update rental payment terms, new leases or transfers, approval process and establish payment rate opportunities for nonprofit organizations. Mr. Rasmussen noted these were scheduled for Council approval at the December 21, 2015 Regular meeting.

Alderman Fruin questioned road repairs. Mr. Rasmussen stated some were repaired by the Water Department. Exterior roads are managed by County.

B. Bloomington Police Department: Downtown Hireback

Brendan Heffner, Police Chief, addressed the Council. He provided a brief overview of the Downtown Hireback and the issues related to same. Typically during the week there were 20,662 calls for service. Of those, 18,744 occurred Thursday through Saturday. He presented two (2) videos highlighting the benefits of Police presence to mitigate and deter potentially serious situations.

He provided the following options for Downtown Policing Strategies:

- 1) Consider having tavern owners utilize Special Police Service contracts with the City for the Hireback of police officers. Staff did not recommend this option citing liability and safety concerns;
- 2) Liquor establishments enforce proper conduct. Same would be difficult to prove and still required law enforcement;
- 3) Hireback only available for special events. This did not address call volume;

- 4) Explore further fees related to occupancy capacity or other fees;
- 5) Hire additional officers to establish a shift to cover tavern hours; or
- 6) Leave Program Status Quo.

Austin Grammer, Economic Development Coordinator, addressed the Council. He noted the increasing cost to maintain police presence in the Downtown. He had contacted the Illinois Liquor Control Commission for information. The following options were provided:

- 1) Maintain Status Quo;
- 2) Increase the “Base Fee” for Liquor Licenses in the Downtown;
- 3) Establish a Late Hours Liquor License;
- 3-A) Limit to the B3 Zoning Business District/Downtown where the Hireback officers patrol;
- 3-B) Implement a City-wide Late Hours License to spread the cost citywide;
- 4) Increase Liquor License Fees City-Wide to Support the Police Department; or
- 5) Increase the Prepared Food & Beverage Tax .25% City-Wide

He noted the annual cost was \$130,000.

5. ADJOURNMENT

Mayor Renner asked for a motion to adjourn the meeting.

Motion by Alderman Hauman, seconded by Alderman Lower, that the meeting be adjourned. Time: 6:29 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: January 11, 2016

SUBJECT: Consideration of approving Bills, Payroll and Electronic Transfers.

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

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

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

FINANCIAL IMPACT: Total disbursements to be approved \$7,794,423.59 (Payroll total \$4,713,513.48, Electronic Transfers total \$115,206.20, Accounts Payable total \$2,965,703.91).

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Accounts Payable

Reviewed by: Jon C. Johnston, 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 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 January 11, 2016					
<u>PAYROLL</u>					
Date	Gross Pay	Employer Contribution	Totals		
12/10/2015	\$ 1,338,616.91	\$ 326,191.95	\$ 1,664,808.86		
12/11/2015	\$ 236,670.92	\$ 76,735.38	\$ 313,406.30		
12/18/2015	\$ 207,259.78	\$ 72,050.53	\$ 279,310.31		
12/23/2015	\$ 1,249,595.10	\$ 328,223.42	\$ 1,577,818.52		
12/23/2015	\$ 223,249.96	\$ 74,813.99	\$ 298,063.95		
12/31/2015	\$ 199,502.33	\$ 40,125.03	\$ 239,627.36		
12/10/2015-12/28/2015	\$ 335,520.93	\$ 4,957.25	\$ 340,478.18		
Off Cycle Adjustments			\$ -		
		PAYROLL GRAND TOTAL	\$ 4,713,513.48		
<u>ACCOUNTS PAYABLE</u>				<u>PCARD</u>	
Date	Bank	Total			
1/11/2016	AP General	\$ 2,334,803.25			
	AP BCPA	\$ -		PCARD GRAND TOTAL	
1/11/2016	AP Comm Devel	\$ 17,893.15			
1/11/2015	AP IHDA	\$ 1,901.48			
1/11/2015	AP Library	\$ 64,749.15		<u>WIRES</u>	
	AP MFT			Date	Total
12/16/2015-12/29/2015	Off Cycle Check Runs	\$ 546,356.88		12/01/2015-12/31/2015	\$ 115,206.20
	AP GRAND TOTAL	\$ 2,965,703.91		WIRE GRAND TOTAL	\$ 115,206.20
		TOTAL			\$ 7,794,423.59
			Respectfully,		
				Patti-Lynn Silva	
				Director of Finance	

CITY OF
Bloomington ILLINOIS
CONSENT AGENDA ITEM NO. 7C

FOR COUNCIL: January 11, 2016

SUBJECT: Consideration of approving an Appointment to the Bloomington-Normal Area Economic Development Council (EDC)

RECOMMENDATION/MOTION: That Jim Fruin be appointed to the Bloomington-Normal Area Economic Development Council (EDC).

STRATEGIC PLAN LINK: Goal 4. Strong neighborhoods.

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

BACKGROUND: With the recently approved changes to the Bloomington-Normal Area Economic Development Council (EDC), the EDC Board of Directors will be reduced from 46 members to 15, plus 3 ex-officio members. Designated members of the Board of Directors shall include up to twelve (12) members who shall be elected as described in Article 3, Section 2(D), of the Bylaws by the membership at the Annual Meeting. In addition one person will be nominated to serve as a director by the Mayor of the City of Bloomington for a one-year term, one person will be nominated to serve as a director by the Mayor of the Town of Normal for a one-year term, and one person will be nominated to serve as a director by the County Board Chairman of the County of McLean for a one-year term. Three (3) ex-officio Board members will consist of the Town of Normal City Manager, City of Bloomington City Manager and the McLean County Administrator.

Per Bloomington City Code, Chapter 2, Section 31, all members of said Boards and Commissions shall be appointed by the Mayor with the approval of the City Council except where otherwise provided by law or by ordinance.

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

Jim Fruin of 3001 Thornwood, Bloomington, Illinois (Ward 9) to the Bloomington-Normal Area Economic Development Council. Mr. Fruin will serve as a director for a one-year term upon election by the EDC membership at the Annual Meeting.

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: None

Motion: That Jim Fruin be appointed to the Bloomington-Normal Area Economic Development Council.

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: January 11, 2016

SUBJECT: Consideration of approving an Intergovernmental Agreement with McLean County for Booking Fees.

RECOMMENDATION/MOTION: That Council approve the intergovernmental agreement with McLean County for Booking Fees, and approve the Mayor and City Clerk to sign the necessary documents.

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

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

BACKGROUND: For several years an intergovernmental agreement has been in effect between the City of Bloomington and McLean County Sheriff's Department for retention, mug shots, booking, and fingerprinting. This has proven to be an efficient and cost effective booking procedure which has reduced our liability because incarcerated subjects are rarely kept in our facility.

The term of agreement is January 1, 2016-December 31, 2016, renewable on a year to year basis. The fee for booking services has increased by approximately 3% from \$25,572 to \$26,328.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable

FINANCIAL IMPACT: The cost of the agreement for one year is \$26,328 (\$2,194 per month). This cost is budgeted in Police Department-Other Purchased Services account (10015110-70690). This is included in the FY 2016 Adopted Budget and FY 2017 Proposed Budget as this agreement overlaps the City's fiscal year. Stakeholders can locate the FY 2016 Budget in the FY 2016 Budget Book titled "Budget Overview and General Fund" on page 255.

Respectfully submitted for Council consideration.

Prepared by: Marsha Ulrich, Office Manager

Reviewed by: Kenneth Bays, Assistant Chief of Police

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:

- Intergovernmental Agreement

Motion: That Council approve the intergovernmental agreement with McLean County for Booking Fees, and approve the Mayor and City Clerk to sign the necessary documents.

Motion: _____ Seconded by: _____

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

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF McLEAN
AND
THE CITY OF BLOOMINGTON**

Whereas, the City of Bloomington has requested the County of McLean to provide booking services:

And

Whereas, the County of McLean has booking facilities:

And

Whereas, the Constitution of the State of Illinois, Article VII, Section 10 and 5 ILCS 220 et seq. permits and encourages intergovernmental cooperation and agreements;

Now therefore, the parties hereto agree as follows:

1. The County of McLean will perform booking services for the City of Bloomington which services shall include but not be limited to the following: completing all booking forms, finger-printing, taking mug shots, bonding, releasing and transferring persons in custody.
2. The City of Bloomington Police Department shall deliver any individuals taken into custody to the McLean County Detention Facility for booking. The City may bring individuals to the facility twenty-four (24) hours a day, seven (7) days a week, including holidays. The City will complete the necessary paperwork for each person delivered for booking. The County will not accept any individuals needing or asking for medical care. The City will obtain medical care for any individual apparently in need of such care prior to transferring that person to the facility for booking. The City of Bloomington shall have no responsibility for any individuals once they have been transferred to the County for booking, beyond that which may be required by statute.
3. The County shall have full responsibility for all individuals delivered for booking by the City of Bloomington. This responsibility shall include the cost of any medical care administered during the booking process. The County will indemnify and hold the City harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent act performed by the County, its employees and/or agents during the course of booking any individual for the City of Bloomington pursuant to this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
4. The City of Bloomington will indemnify and hold harmless the County of McLean from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent acts performed by the City, its employees or agents prior to transferring an individual to the County for booking. Such action shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
5. The City will pay the County at an annual rate of Twenty Six Thousand Three Hundred and Twenty Eight Dollars and no Cents (\$26,328.00) per year for booking services. The City will pay this fee regardless of whether it uses the County's booking services during any particular month and regardless of the number of individuals it delivers to the County for booking.

6. Total amount due herein shall be paid in twelve (12) equal monthly payments of Two Thousand One Hundred and Ninety Four Dollars and no Cents (\$2,194.00) at the first of each month.
7. The County may terminate this agreement at any time when payments required hereunder have not been paid. The County is relying on this agreement to hire personnel to satisfy its responsibilities under this agreement accordingly the City of Bloomington may not terminate this agreement without giving the County six (6) months notice of its intent to terminate.
8. This agreement shall be in effect from January 1, 2016 through December 31, 2016. Thereafter this agreement may be renewable on a year to year basis subject to adjustments in the amount charged for the services provided.
9. All notices required herein shall be in writing and shall be sent via registered or certified mail return requested or by an overnight courier service to the persons listed below. A notice shall be deemed to have been given when received by the party at the address set forth below.

Notices to Bloomington Police Department shall be sent to:

Brendan Heffner, Chief of Police
Bloomington Police Department
305 S. East
Bloomington, IL 61701

Notices to County of McLean shall be sent to:

Greg Allen, Chief Deputy
McLean County Sheriff's Department
104 West Front Street
P.O. Box 2400
Bloomington, IL 61702-2400

10. Both parties agree to comply with all applicable federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations.
11. This Agreement is to be governed and construed in accordance with the laws of the State of Illinois.
12. The relationship of each party to the other under this Agreement shall be that of Independent Contractor.
13. The failure of either party at any time to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or affect the validity of this Agreement or any part thereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.
14. In the event that any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
15. This Agreement may not be assigned by either party without the prior written consent of the other party.

16. This Agreement shall constitute the entire Agreement between the parties with respect to the subject matter herein supersedes all prior communications and writings with respect to the content of said Agreement.
17. This Agreement may not be modified by either party unless such modification is mutually acceptable to both parties, is reduced to writing and signed by both parties.

The persons signing this Agreement represent and warrant that they have authority to bind their respective parties.

APPROVED:

Tari Renner, Mayor, City of Bloomington

Date

Brendan Heffner, Chief of Police, City of Bloomington

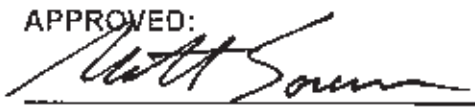
Date

ATTEST:

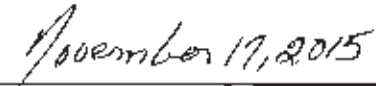
Tracey Covert, City Clerk, City of Bloomington

Date

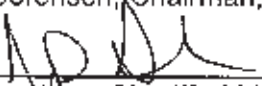
APPROVED:



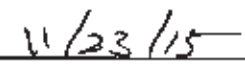
Matt Sorensen, Chairman, McLean County Board



Date

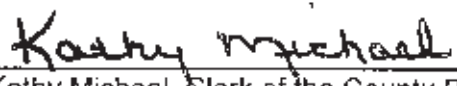


Jon Sandage, Sheriff of McLean County

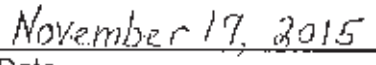


Date

ATTEST:



Kathy Michael, Clerk of the County Board of
McLean County, IL



Date

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

FOR COUNCIL: January 11, 2016

SUBJECT: Consideration of approving an Intergovernmental Agreement with the Town of Normal Regulating Use of the Police Range Facility

RECOMMENDATION/MOTION: That the intergovernmental agreement with the Town of Normal be approved, in the amount of \$8,221.98, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: In July 1992, the McLean County Board granted the City a special use permit to allow a privately owned outdoor shooting range and police training facility on land located fourteen (14) miles east of Bloomington on Rt. 9.

An intergovernmental agreement was signed in September 1994 detailing the policies and procedures to be adhered to in order to provide joint training with the Town of Normal. This standardization of procedures was necessary to provide orderly and safe training at the facility and to comply with the rules of the McLean County Planning and Zoning Commission.

The current intergovernmental agreements expired on December 31, 2015. A new agreement is proposed. The rate for the Town of Normal is \$8,221.98 and represents payment for use from January 1, 2016 to December 31, 2016. This is a one (1) year agreement. There is no rate increase for this contract due to range conditions.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The County of McLean.

FINANCIAL IMPACT: The Town of Normal's payment for use of the Police Range Facility will be recorded in the Police-Town of Normal account (10015110-53350). Stakeholders can locate this in the FY 2016 Budget Book titled "Budget Overview & General Fund" on page 254.

Respectfully submitted for Council consideration.

Prepared by: Marsha Ulrich, Office Manager

Reviewed by: Kenneth Bays, Asst. Chief of Police

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by:

Angela Fyans-Jimenez, Deputy Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Intergovernmental Agreement

Motion: That the intergovernmental agreement with the Town of Normal be approved, in the amount of \$8,221.98, and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

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

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON
AND THE TOWN OF NORMAL
REGULATING THE USE BY THE TOWN OF NORMAL
OF THE POLICE SHOOTING RANGE FACILITY
OF THE CITY OF BLOOMINGTON

WHEREAS, under Article 7, Section 10, of the 1970 Illinois Constitution, units of local government may contract among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the City of Bloomington and the Town of Normal are home rule municipalities under article 7, section 6, of the 1970 Illinois Constitution; and

WHEREAS, the City of Bloomington and the Town of Normal desire to agree on the manner in which Law Enforcement Agencies use the Police Shooting Range owned by the City of Bloomington; and

WHEREAS, the Board of Trustees of the Town of Normal and the Bloomington City Council have, by appropriate actions, authorized this Agreement,

I. STATEMENT OF PURPOSE

The shooting range owned by the City of Bloomington is intended to supply training supplemental to the training required by the Police Training Act (50 ILCS 705/1 et seq.) and the Firearms Training for Peace Officers Act (50 ILCS 710/1, et seq.). The facility is owned by the City of Bloomington and is located in Martin Township in unincorporated McLean County.

II. DEFINITIONS

When used in the Agreement, the following terms shall have the meaning indicated:

"Agency/Agencies": The Town of Normal.

"Chief": The City of Bloomington Chief of Police or his designee.

"Facility": The City of Bloomington Police Shooting Range.

III. ADMINISTRATION

The facility shall be administered by the Chief.

IV. USE OF THE FACILITY

The City of Bloomington shall permit the agencies to use the facility under the following conditions.

A. Scheduling

The agency will submit requests to the Chief by May 1st for the following year. The Chief shall establish a master schedule each year for the use of the facility. The agency will be assigned 25 shooting dates for the year. A proposed schedule will be given to the agency for their review. The agency will be responsible for notifying the Chief of any problems with the scheduled dates. The Chief will issue a final schedule.

Should the agency be unable to use the range during a scheduled time after the final schedule has been issued, the Chief will assign that agency an alternate date if one is available and the agency requests one. Likewise, if the range becomes unavailable on a date scheduled for use by the agency, the Chief will schedule an alternate date if desired. The Chief will assign alternate dates only upon request. The Chief will make every effort to provide 25 shooting dates per year for the agency; however, the agency may receive fewer dates if scheduling problems occur that are beyond the control of the Chief.

The agency may schedule shooting dates in addition to those listed on the master schedule on an as needed basis by contacting the Chief. There shall be no limit on the number of times any agency may use the shooting range during a given year, but requests for use will be subject to range availability. The agency understands and agrees that rescheduling canceled dates from the master schedule shall take precedence over scheduling any additional shooting time.

B. Supervision

The agency shall comply with the conditions of the Special Use Permit for the range property issued by the McLean County Board, a copy of which has been previously supplied and is incorporated herein by reference.

The agency shall be required to provide a range officer who shall be present at all times the agency uses the facility. The use of the facility shall be conditioned on the agency providing the Chief a current list of approved range officers employed by the agency using the range. Failing to provide the list or to keep it current, shall be grounds to refuse to allow the agency to use the facility.

C. Equipment

The agency using the shooting range shall provide their own ammunition, targets, and related equipment.

The indoor range will be limited to use of lead free ammunition only. Any agency using lead ammunition will be responsible for the cost of lead abatement at the facility as well as for any additional losses suffered by the City of Bloomington in relation to the use of

lead ammunition, including loss of use of the facility during such time as needed to abate the property.

D. Damage

The agency using the shooting range shall be responsible for damages that were due to negligence, or misuse of site equipment. Damages associated with regular wear and tear of the equipment are the responsibility of the City of Bloomington.

The range master for the agency shall inspect the shooting range site for any damage at the beginning of each day the range is used by the requesting agency and shall notify the Bloomington Police Department as soon as reasonably possible for such damage. If such notification is not made, the agency shall be billed for any damage discovered at the shooting range site after such agency used the range.

E. Annual Range Preparation

The Bloomington Police Department seeks assistance from the agency in preparing the shooting ranges for annual use. The agency agrees to assign a minimum of one range officer, (if requested) and preferably each Department's head range instructor, for forty (40) hours per year to perform range preparation duties.

V. RANGE FEES/BILLING

The Agency will pay the City of Bloomington an annual fee of eight thousand two hundred twenty-one dollars and ninety-eight cents (\$8,221.98) for use of the facility for 2016. This fee shall be paid on January 1st of 2016 and shall represent payment for use from January 1, 2016 until December 31, 2016.

VI. MAINTENANCE

The City of Bloomington will maintain the current physical facility and upkeep of the property as it is as of January 1st. If the agency cannot use the facility because it is not in operating condition (defined as the ability to qualify by state standards) on a scheduled shooting date, the agency may receive a reduction in the annual fee, but only under the following conditions: there shall be no reduction in the fee if the agency receives 25 shooting dates during the year. If the agency receives fewer than 25 shooting dates a reduction shall be made only for those dates missed because of operational conditions with the facility. To receive a fee reduction under those circumstances the agency must contact the Chief or his designee immediately to report that the facility is not in operating condition and remain at the facility, if requested to do so, until the Chief or his designee can verify and document the problem. The agency entitled to reduction shall receive 1/25th of the annual fee or \$328.88 for each scheduled shooting date missed.

VII. LIABILITY

Each of the parties of this Agreement shall insure themselves or obtain insurance in an aggregate amount of \$1,000,000.00 (one million dollars) per incident for claims or judgments against them arising from the construction, management, operation, or maintenance of the Training Facility established by the agreement. Each party to this Agreement shall indemnify and hold harmless the other parties to this Agreement against all liability arising for injury to person or property resulting from the acts of each party's own employees.

In the event an employee of any jurisdiction which is a party to this Agreement is injured in such a manner as to require the jurisdiction employing said officer to pay claims to said officer under the Worker's Compensation Act, the expenses for such injury shall be borne by the jurisdiction employing the officer and shall not be subject to contribution from the other jurisdiction entering into this Agreement.

Each party to the Agreement shall waive any claims for damages or injury which it may have a right to assert against any other party to this Agreement which arises from the management, operation, or maintenance of the Training Facility established by this Agreement, excepting claims for misappropriation of funds and claims for damages or injury resulting from willful or wanton conduct of an employee of a party to the Agreement.

Nothing in the Agreement is intended to modify or waive the protections each party has under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.).

VIII. AMENDMENT OF AGREEMENT

This Agreement may be amended from time to time as deemed appropriate by the parties to the Agreement. Any party wishing to withdraw is required to give thirty (30) days' notice of such intention to the other parties to this Agreement before December 1st of any year effective January 1st of the following year.

IX. TERM

This Agreement shall remain in full force and effect for a period of one (1) year, beginning on January 1, 2016 and terminating on December 31, 2016. First payment is due January 1, 2016.

X. SEVERABILITY

In the event any portion of this Agreement is held by any court to be unconstitutional or in excess of the powers granted by law to the parties to this Agreement, such ruling or findings shall not void this Agreement, but shall instead be deemed to have severed such provisions from the remainder of this Agreement.

Date

TOWN OF NORMAL

By: _____
Mayor

ATTEST: _____
Normal Town Clerk

Date

CITY OF BLOOMINGTON

By: _____
Mayor

ATTEST: _____
Bloomington City Clerk

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON
AND THE TOWN OF NORMAL
REGULATING THE USE BY THE TOWN OF NORMAL
OF THE POLICE SHOOTING RANGE FACILITY
OF THE CITY OF BLOOMINGTON

WHEREAS, under Article 7, Section 10, of the 1970 Illinois Constitution, units of local government may contract among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the City of Bloomington and the Town of Normal are home rule municipalities under article 7, section 6, of the 1970 Illinois Constitution; and

WHEREAS, the City of Bloomington and the Town of Normal desire to agree on the manner in which Law Enforcement Agencies use the Police Shooting Range owned by the City of Bloomington; and

WHEREAS, the Board of Trustees of the Town of Normal and the Bloomington City Council have, by appropriate actions, authorized this Agreement,

I. STATEMENT OF PURPOSE

The shooting range owned by the City of Bloomington is intended to supply training supplemental to the training required by the Police Training Act (50 ILCS 705/1 et seq.) and the Firearms Training for Peace Officers Act (50 ILCS 710/1, et seq.). The facility is owned by the City of Bloomington and is located in Martin Township in unincorporated McLean County.

II. DEFINITIONS

When used in the Agreement, the following terms shall have the meaning indicated:

“Agency/Agencies”: The Town of Normal.

“Chief”: The City of Bloomington Chief of Police or his designee.

“Facility”: The City of Bloomington Police Shooting Range.

III. ADMINISTRATION

The facility shall be administered by the Chief.

IV. USE OF THE FACILITY

The City of Bloomington shall permit the agencies to use the facility under the following conditions.

A. Scheduling

The agency will submit requests to the Chief by May 1st for the following year. The Chief shall establish a master schedule each year for the use of the facility. The agency will be assigned 25 shooting dates for the year. A proposed schedule will be given to the agency for their review. The agency will be responsible for notifying the Chief of any problems with the scheduled dates. The Chief will issue a final schedule.

Should the agency be unable to use the range during a scheduled time after the final schedule has been issued, the Chief will assign that agency an alternate date if one is available and the agency requests one. Likewise, if the range becomes unavailable on a date scheduled for use by the agency, the Chief will schedule an alternate date if desired. The Chief will assign alternate dates only upon request. The Chief will make every effort to provide 25 shooting dates per year for the agency; however, the agency may receive fewer dates if scheduling problems occur that are beyond the control of the Chief.

The agency may schedule shooting dates in addition to those listed on the master schedule on an as needed basis by contacting the Chief. There shall be no limit on the number of times any agency may use the shooting range during a given year, but requests for use will be subject to range availability. The agency understands and agrees that rescheduling canceled dates from the master schedule shall take precedence over scheduling any additional shooting time.

B. Supervision

The agency shall comply with the conditions of the Special Use Permit for the range property issued by the McLean County Board, a copy of which has been previously supplied and is incorporated herein by reference.

The agency shall be required to provide a range officer who shall be present at all times the agency uses the facility. The use of the facility shall be conditioned on the agency providing the Chief a current list of approved range officers employed by the agency using the range. Failing to provide the list or to keep it current, shall be grounds to refuse to allow the agency to use the facility.

C. Equipment

The agency using the shooting range shall provide their own ammunition, targets, and related equipment.

The indoor range will be limited to use of lead free ammunition only. Any agency using lead ammunition will be responsible for the cost of lead abatement at the facility as well as for any additional losses suffered by the City of Bloomington in relation to the use of

lead ammunition, including loss of use of the facility during such time as needed to abate the property.

D. Damage

The agency using the shooting range shall be responsible for damages that were due to negligence, or misuse of site equipment. Damages associated with regular wear and tear of the equipment are the responsibility of the City of Bloomington.

The range master for the agency shall inspect the shooting range site for any damage at the beginning of each day the range is used by the requesting agency and shall notify the Bloomington Police Department as soon as reasonably possible for such damage. If such notification is not made, the agency shall be billed for any damage discovered at the shooting range site after such agency used the range.

E. Annual Range Preparation

The Bloomington Police Department seeks assistance from the agency in preparing the shooting ranges for annual use. The agency agrees to assign a minimum of one range officer, (if requested) and preferably each Department's head range instructor, for forty (40) hours per year to perform range preparation duties.

V. RANGE FEES/BILLING

The Agency will pay the City of Bloomington an annual fee of eight thousand two hundred twenty-one dollars and ninety-eight cents (\$8,221.98) for use of the facility for 2014. This fee shall be paid on January 1st of 2014 and shall represent payment for use from January 1, 2014 until December 31, 2014.

VI. MAINTENANCE

The City of Bloomington will maintain the current physical facility and upkeep of the property as it is as of January 1st of the agreement year. ~~However, during the term of this Agreement, the City of Bloomington shall remove the gravel on the pistol shooting side and fill it in with concrete, pour a concrete pad for a future "entry house," and increase the size of the rifle range, if feasible.~~ If the agency cannot use the facility because it is not in operating condition (defined as the ability to qualify by state standards) on a scheduled shooting date, the agency may receive a reduction in the annual fee, but only under the following conditions: there shall be no reduction in the fee if the agency receives 25 shooting dates during the year. If the agency receives fewer than 25 shooting dates a reduction shall be made only for those dates missed because of operational conditions with the facility. To receive a fee reduction under those circumstances the agency must contact the Chief or his designee immediately to report that the facility is not in operating condition and remain at the facility, if requested to do so, until the Chief or his designee can verify and document the problem. The agency entitled to reduction shall receive \$280.00 for each scheduled shooting date missed.

VII. LIABILITY

Each of the parties of this Agreement shall insure themselves or obtain insurance in an aggregate amount of \$1,000,000.00 (one million dollars) per incident for claims or judgments against them arising from the construction, management, operation, or maintenance of the Training Facility established by the agreement. Each party to this Agreement shall indemnify and hold harmless the other parties to this Agreement against all liability arising for injury to person or property resulting from the acts of each party's own employees.

In the event an employee of any jurisdiction which is a party to this Agreement is injured in such a manner as to require the jurisdiction employing said officer to pay claims to said officer under the Worker's Compensation Act, the expenses for such injury shall be borne by the jurisdiction employing the officer and shall not be subject to contribution from the other jurisdiction entering into this Agreement.

Each party to the Agreement shall waive any claims for damages or injury which it may have a right to assert against any other party to this Agreement which arises from the management, operation, or maintenance of the Training Facility established by this Agreement, excepting claims for misappropriation of funds and claims for damages or injury resulting from willful or wanton conduct of an employee of a party to the Agreement.

Nothing in the Agreement is intended to modify or waive the protections each party has under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.).

VIII. AMENDMENT OF AGREEMENT

This Agreement may be amended from time to time as deemed appropriate by the parties to the Agreement. Any party wishing to withdraw is required to give thirty (30) days' notice of such intention to the other parties to this Agreement before December 1st of any year effective January 1st of the following year.

IX. TERM

This Agreement shall remain in full force and effect for a period of one (1) year, beginning on January 1, 2014 and terminating on December 31, 2014. First payment is due January 1, 2014.

X. SEVERABILITY

In the event any portion of this Agreement is held by any court to be unconstitutional or in excess of the powers granted by law to the parties to this Agreement, such ruling or findings shall not void this Agreement, but shall instead be deemed to have severed such provisions from the remainder of this Agreement.

Date

TOWN OF NORMAL

By: _____
Mayor

ATTEST: _____
Normal Town Clerk

Date

CITY OF BLOOMINGTON

By: _____
Mayor

ATTEST: _____
Bloomington City Clerk

CITY OF
Bloomington
ILLINOIS

CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: January 11, 2016

SUBJECT: Consideration of approving an Intergovernmental Agreement with the County of McLean Regulating Use of the Police Range Facility

RECOMMENDATION/MOTION: That the intergovernmental agreement with the County of McLean be approved, in the amount of \$8,221.98, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: In July 1992, the McLean County Board granted the City a special use permit to allow a privately owned outdoor shooting range and police training facility on land located fourteen (14) miles east of Bloomington on Rt. 9.

An intergovernmental agreement was signed in September 1994 detailing the policies and procedures to be adhered to in order to provide joint training with the County of McLean. This standardization of procedures was necessary to provide orderly and safe training at the facility and to comply with the rules of the McLean County Planning and Zoning Commission.

The current intergovernmental agreements expired on December 31, 2015. A new agreement is proposed. The rate for the County of McLean is \$8,221.98 and represents payment for use from January 1, 2016 to December 31, 2016. This is a one (1) year agreement. There is no rate increase for this contract due to range conditions.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The County of McLean.

FINANCIAL IMPACT: McLean County's payment for use of the Police Range Facility will be recorded in the Police-McLean County account (10015110-53320). Stakeholders can locate this in the FY 2016 Budget Book titled "Budget Overview & General Fund" on page 254.

Respectfully submitted for Council consideration.

Prepared by: Marsha Ulrich, Office Manager

Reviewed by: Kenneth Bays, Asst. Chief of Police

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

Legal review by: Angela Fyans-Jimenez, Deputy Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Agreement

Motion: That the intergovernmental agreement with the County of McLean be approved, in the amount of \$8,221.98, and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

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

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON
AND THE COUNTY OF MCLEAN
REGULATING THE USE BY THE COUNTY OF MCLEAN
OF THE POLICE SHOOTING RANGE FACILITY
OF THE CITY OF BLOOMINGTON

WHEREAS, under Article 7, Section 10, of the 1970 Illinois Constitution, units of local government may contract among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the City of Bloomington is a home rule municipality under Article 7, section 6, of the 1970 Illinois Constitution; and

WHEREAS, the County of McLean is a unit of local government exercising power under the Illinois Counties Code (55 ILCS 5/1-1001, et seq.); and

WHEREAS, the City of Bloomington and the County of McLean desire to agree on the manner in which Law Enforcement Agencies use the Police Shooting Range owned by the City of Bloomington; and

WHEREAS, the McLean County Board and the Bloomington City Council have, by appropriate actions, authorized this Agreement,

I. STATEMENT OF PURPOSE

The shooting range owned by the City of Bloomington is intended to supply training supplemental to the training required by the Police Training Act (50 ILCS 705/1 et seq.) and the Firearms Training for Peace Officers Act (50 ILCS 710/1, et seq.). The facility is owned by the City of Bloomington and is located in Martin Township in unincorporated McLean County.

II. DEFINITIONS

When used in the Agreement, the following terms shall have the meaning indicated:

"Agency/Agencies": The County of McLean Police Agency.

"Chief": The City of Bloomington Chief of Police or his designee.

"Facility": The City of Bloomington Police Shooting Range.

III. ADMINISTRATION

The facility shall be administered by the Chief.

IV. USE OF THE FACILITY

The City of Bloomington shall permit the agencies to use the facility under the following conditions.

A. Scheduling

The agency will submit requests to the Chief by May 1st for the following year. The Chief shall establish a master schedule each year for the use of the facility. The agency will be assigned 25 shooting dates for the year. A proposed schedule will be given to the agency for their review. The agency will be responsible for notifying the Chief of any problems with the scheduled dates. The Chief will issue a final schedule.

Should the agency be unable to use the range during a scheduled time after the final schedule has been issued, the Chief will assign that agency an alternate date if one is available and the agency requests one. Likewise, if the range becomes unavailable on a date scheduled for use by the agency, the Chief will schedule an alternate date if desired. The Chief will assign alternate dates only upon request. The Chief will make every effort to provide 25 shooting dates per year for the agency; however, the agency may receive fewer dates if scheduling problems occur that are beyond the control of the Chief.

The agency may schedule shooting dates in addition to those listed on the master schedule on an as needed basis by contacting the Chief. There shall be no limit on the number of times any agency may use the shooting range during a given year, but requests for use will be subject to range availability. The agency understands and agrees that rescheduling canceled dates from the master schedule shall take precedence over scheduling any additional shooting time.

B. Supervision

The agency shall comply with the conditions of the Special Use Permit for the range property issued by the McLean County Board, a copy of which has been previously supplied and is incorporated herein by reference.

The agency shall be required to provide a range officer who shall be present at all times the agency uses the facility. The use of the facility shall be conditioned on the agency providing the Chief a current list of approved range officers employed by the agency using the range. Failing to provide the list or to keep it current, shall be grounds to refuse to allow the agency to use the facility.

C. Equipment

The agency using the shooting range shall provide their own ammunition, targets, and related equipment.

The indoor range will be limited to use of lead free ammunition only. Any agency using lead ammunition will be responsible for the cost of lead abatement at the facility as well as for any additional losses suffered by the City of Bloomington in relation to the use of lead ammunition, including loss of use of the facility during such time as needed to abate the property.

D. Damage

The agency using the shooting range shall be responsible for damages that were due to negligence, or misuse of site equipment. Damages associated with regular wear and tear of the equipment are the responsibility of the City of Bloomington.

The range master for the agency shall inspect the shooting range site for any damage at the beginning of each day the range is used by the requesting agency and shall notify the Bloomington Police Department as soon as reasonably possible for such damage. If such notification is not made, the agency shall be billed for any damage discovered at the shooting range site after such agency used the range.

E. Annual Range Preparation

The Bloomington Police Department seeks assistance from the agency in preparing the shooting ranges for annual use. The agency agrees to assign a minimum of one range officer, (if requested) and preferably each Department's head range instructor, for forty (40) hours per year to perform range preparation duties.

V. RANGE FEES/BILLING

The Agency will pay the City of Bloomington an annual fee of eight thousand two hundred twenty-one dollars and ninety-eight cents (\$8,221.98) for use of the facility for 2016. This fee

shall be paid on January 1st of 2016 and shall represent payment for use from January 1, 2016 until December 31, 2016. The fee shall be the same regardless of the number of times the agency uses the facility during the year.

VI. MAINTENANCE

The City of Bloomington will maintain the current physical facility and upkeep of the property as it is as of January 1st. If the agency cannot use the facility because it is not in operating condition (defined as the ability to qualify by state standards) on a scheduled shooting date, the agency may receive a reduction in the annual fee, but only under the following conditions: there shall be no reduction in the fee if the agency receives 25 shooting dates during the year. If the agency receives fewer than 25 shooting dates a reduction shall be made only for those dates missed because of operational conditions with the facility. To receive a fee reduction under those circumstances the agency must contact the Chief or his designee immediately to report that the facility is not in operating condition and remain at the facility, if requested to do so, until the Chief or his designee can verify and document the problem. The agency entitled to reduction shall receive \$280.00 for each scheduled shooting date missed.

VII. LIABILITY

Each of the parties of this Agreement shall insure themselves or obtain insurance in an aggregate amount of \$1,000,000.00 (one million dollars) per incident for claims or judgments against them arising from the construction, management, operation, or maintenance of the Training Facility established by the agreement. Each party to this Agreement shall indemnify and hold harmless the other parties to this Agreement against all liability arising for injury to person or property resulting from the acts of each party's own employees.

In the event an employee of any jurisdiction which is a party to this Agreement is injured in such a manner as to require the jurisdiction employing said officer to pay claims to said officer under the Worker's Compensation Act, the expenses for such injury shall be borne by the jurisdiction employing the officer and shall not be subject to contribution from the other two jurisdictions entering into this Agreement.

Each party to the Agreement shall waive any claims for damages or injury which it may have a right to assert against any other party to this Agreement which arises from the management, operation, or maintenance of the Training Facility established by this Agreement, excepting claims for misappropriation of funds and claims for damages or injury resulting from willful or wanton conduct of an employee of a party to the Agreement.

Nothing in the Agreement is intended to modify or waive the protections each party has under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.).

VIII. AMENDMENT OF AGREEMENT

This Agreement may be amended from time to time as deemed appropriate by the parties to the Agreement. Any party wishing to withdraw is required to give thirty (30) days' notice of such intention to the other parties to this Agreement before December 1st of any year effective January 1st of the following year.

IX. TERM

This Agreement shall remain in full force and effect for a period of one (1) year, beginning on January 1, 2016 and terminating on December 31, 2016. First payment is due January 1, 2016.

X. SEVERABILITY

In the event any portion of this Agreement is held by any court to be unconstitutional or in excess of the powers granted by law to the parties to this Agreement, such ruling or findings shall not void this Agreement, but shall instead be deemed to have severed such provisions from the remainder of this Agreement.

Date

COUNTY OF MCLEAN

By: _____
Chairman, McLean County Board

By: _____
Sheriff, McLean County

Date

CITY OF BLOOMINGTON

By: _____
Mayor

ATTEST: _____
Bloomington City Clerk

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON
AND THE TOWN OF NORMAL
REGULATING THE USE BY THE TOWN OF NORMAL
OF THE POLICE SHOOTING RANGE FACILITY
OF THE CITY OF BLOOMINGTON

WHEREAS, under Article 7, Section 10, of the 1970 Illinois Constitution, units of local government may contract among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the City of Bloomington and the Town of Normal are home rule municipalities under article 7, section 6, of the 1970 Illinois Constitution; and

WHEREAS, the City of Bloomington and the Town of Normal desire to agree on the manner in which Law Enforcement Agencies use the Police Shooting Range owned by the City of Bloomington; and

WHEREAS, the Board of Trustees of the Town of Normal and the Bloomington City Council have, by appropriate actions, authorized this Agreement,

I. STATEMENT OF PURPOSE

The shooting range owned by the City of Bloomington is intended to supply training supplemental to the training required by the Police Training Act (50 ILCS 705/1 et seq.) and the Firearms Training for Peace Officers Act (50 ILCS 710/1, et seq.). The facility is owned by the City of Bloomington and is located in Martin Township in unincorporated McLean County.

II. DEFINITIONS

When used in the Agreement, the following terms shall have the meaning indicated:

“Agency/Agencies”: The Town of Normal.

“Chief”: The City of Bloomington Chief of Police or his designee.

“Facility”: The City of Bloomington Police Shooting Range.

III. ADMINISTRATION

The facility shall be administered by the Chief.

IV. USE OF THE FACILITY

The City of Bloomington shall permit the agencies to use the facility under the following conditions.

A. Scheduling

The agency will submit requests to the Chief by May 1st for the following year. The Chief shall establish a master schedule each year for the use of the facility. The agency will be assigned 25 shooting dates for the year. A proposed schedule will be given to the agency for their review. The agency will be responsible for notifying the Chief of any problems with the scheduled dates. The Chief will issue a final schedule.

Should the agency be unable to use the range during a scheduled time after the final schedule has been issued, the Chief will assign that agency an alternate date if one is available and the agency requests one. Likewise, if the range becomes unavailable on a date scheduled for use by the agency, the Chief will schedule an alternate date if desired. The Chief will assign alternate dates only upon request. The Chief will make every effort to provide 25 shooting dates per year for the agency; however, the agency may receive fewer dates if scheduling problems occur that are beyond the control of the Chief.

The agency may schedule shooting dates in addition to those listed on the master schedule on an as needed basis by contacting the Chief. There shall be no limit on the number of times any agency may use the shooting range during a given year, but requests for use will be subject to range availability. The agency understands and agrees that rescheduling canceled dates from the master schedule shall take precedence over scheduling any additional shooting time.

B. Supervision

The agency shall comply with the conditions of the Special Use Permit for the range property issued by the McLean County Board, a copy of which has been previously supplied and is incorporated herein by reference.

The agency shall be required to provide a range officer who shall be present at all times the agency uses the facility. The use of the facility shall be conditioned on the agency providing the Chief a current list of approved range officers employed by the agency using the range. Failing to provide the list or to keep it current, shall be grounds to refuse to allow the agency to use the facility.

C. Equipment

The agency using the shooting range shall provide their own ammunition, targets, and related equipment.

The indoor range will be limited to use of lead free ammunition only. Any agency using lead ammunition will be responsible for the cost of lead abatement at the facility as well

as for any additional losses suffered by the City of Bloomington in relation to the use of lead ammunition, including loss of use of the facility during such time as needed to abate the property.

D. Damage

The agency using the shooting range shall be responsible for damages that were due to negligence, or misuse of site equipment. Damages associated with regular wear and tear of the equipment are the responsibility of the City of Bloomington.

The range master for the agency shall inspect the shooting range site for any damage at the beginning of each day the range is used by the requesting agency and shall notify the Bloomington Police Department as soon as reasonably possible for such damage. If such notification is not made, the agency shall be billed for any damage discovered at the shooting range site after such agency used the range.

E. Annual Range Preparation

The Bloomington Police Department seeks assistance from the agency in preparing the shooting ranges for annual use. The agency agrees to assign a minimum of one range officer, (if requested) and preferably each Department's head range instructor, for forty (40) hours per year to perform range preparation duties.

V. RANGE FEES/BILLING

The Agency will pay the City of Bloomington an annual fee of eight thousand two hundred twenty-one dollars and ninety-eight cents (\$8,221.98) for use of the facility for 2014. This fee shall be paid on January 1st of 2014 and shall represent payment for use from January 1, 2014 until December 31, 2014.

VI. MAINTENANCE

The City of Bloomington will maintain the current physical facility and upkeep of the property as it is as of January 1st of the agreement year. ~~However, during the term of this Agreement, the City of Bloomington shall remove the gravel on the pistol shooting side and fill it in with concrete, pour a concrete pad for a future "entry house," and increase the size of the rifle range, if feasible.~~ If the agency cannot use the facility because it is not in operating condition (defined as the ability to qualify by state standards) on a scheduled shooting date, the agency may receive a reduction in the annual fee, but only under the following conditions: there shall be no reduction in the fee if the agency receives 25 shooting dates during the year. If the agency receives fewer than 25 shooting dates a reduction shall be made only for those dates missed because of operational conditions with the facility. To receive a fee reduction under those circumstances the agency must contact the Chief or his designee immediately to report that the facility is not in operating condition and remain at the facility, if requested to do so, until the Chief or his designee can verify and document the problem. The agency entitled to reduction shall receive \$280.00 for each scheduled shooting date missed.

VII. LIABILITY

Each of the parties of this Agreement shall insure themselves or obtain insurance in an aggregate amount of \$1,000,000.00 (one million dollars) per incident for claims or judgments against them arising from the construction, management, operation, or maintenance of the Training Facility established by the agreement. Each party to this Agreement shall indemnify and hold harmless the other parties to this Agreement against all liability arising for injury to person or property resulting from the acts of each party's own employees.

In the event an employee of any jurisdiction which is a party to this Agreement is injured in such a manner as to require the jurisdiction employing said officer to pay claims to said officer under the Worker's Compensation Act, the expenses for such injury shall be borne by the jurisdiction employing the officer and shall not be subject to contribution from the other jurisdiction entering into this Agreement.

Each party to the Agreement shall waive any claims for damages or injury which it may have a right to assert against any other party to this Agreement which arises from the management, operation, or maintenance of the Training Facility established by this Agreement, excepting claims for misappropriation of funds and claims for damages or injury resulting from willful or wanton conduct of an employee of a party to the Agreement.

Nothing in the Agreement is intended to modify or waive the protections each party has under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.).

VIII. AMENDMENT OF AGREEMENT

This Agreement may be amended from time to time as deemed appropriate by the parties to the Agreement. Any party wishing to withdraw is required to give thirty (30) days' notice of such intention to the other parties to this Agreement before December 1st of any year effective January 1st of the following year.

IX. TERM

This Agreement shall remain in full force and effect for a period of one (1) year, beginning on January 1, 2014 and terminating on December 31, 2014. First payment is due January 1, 2014.

X. SEVERABILITY

In the event any portion of this Agreement is held by any court to be unconstitutional or in excess of the powers granted by law to the parties to this Agreement, such ruling or findings shall not void this Agreement, but shall instead be deemed to have severed such provisions from the remainder of this Agreement.

Date

TOWN OF NORMAL

By: _____
Mayor

ATTEST: _____
Normal Town Clerk

Date

CITY OF BLOOMINGTON

By: _____
Mayor

ATTEST: _____
Bloomington City Clerk

CITY OF
Bloomington ILLINOIS
CONSENT AGENDA ITEM NO. 7G

FOR COUNCIL: January 11, 2016

SUBJECT: Consideration of designating a 2003 Wheel Coach Ambulance as surplus, and approving vehicle to be listed as surplus on Quad County Fire Equipment website.

RECOMMENDATION/MOTION: The City authorize Quad County Fire Equipment to list as surplus the 2003 Wheel Coach Ambulance on their website for 60 days, and if there is no imminent sale of the unit by that time, that it be otherwise offered for sale through sealed bid or auction (website) that is used for disposal of surplus city vehicles. The City Manager and/or Clerk are authorized to execute any agreements necessary for the disposal of the unit.

STRATEGIC PLAN LINK: Financially Sound City providing Quality basic services.

STRATEGIC PLAN SIGNIFICANCE: City Services delivered in the most cost efficient manner

BACKGROUND: The Fire department placed in service a new ambulance in August of 2015. Placing this ambulance in service allowed us to place an older ambulance in reserve. This in turn is allowing the departments oldest ambulance to become surplus. The Fire Department had Dennis Moore from Quad County Fire Equipment give the department and estimated value of the ambulance. Dennis gave a value estimate of \$13,000 for this ambulance and we will initially list it for this amount. The vehicle has some significant rust on it which may cause the value to lower.

Ambulances are specialized vehicles and it is the feeling of Staff that every effort should be made to get the most money for a used vehicle. Quad County has been able to sell vehicles we have placed on the surplus list, and Staff feels that this is the most prudent route to dispose of the vehicle.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None

FINANCIAL IMPACT: Possible additional revenue to the general fund of \$10,000 to \$13,000 based on Quad County's estimate and if memo is approved. The vehicle would be listed for 60 days and be dependent on a buyer. If there is no response, the vehicle will be put out for sealed bid or the surplus auction website that is used for other surplus city vehicles.

Respectfully submitted for Council consideration.

Prepared by: Eric C. West, Deputy Chief of Operations

Reviewed by: Brian M. Mohr, Fire Chief

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

Motion: The City authorize Quad County Fire Equipment to list as surplus the 2003 Wheel Coach Ambulance on their website for 60 days, and if there is no imminent sale of the unit by that time, that it be otherwise offered for sale through sealed bid or auction (website) that is used for disposal of surplus city vehicles. The City Manager and/or Clerk are authorized to execute any agreements necessary for the disposal of the unit.

Motion: _____ Seconded by: _____

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



CONSENT AGENDA ITEM NO. 7H

FOR COUNCIL: January 11, 2016

SUBJECT: Consideration of approving an agreement with the University of Illinois Veterinary College for Miller Park Zoo for veterinary services.

RECOMMENDATION/MOTION: That the Agreement with the University of Illinois for Veterinary Services be approved in the amount up to \$51,000 per year through June 30, 2018, and authorize the City Manager and City Clerk to execute the necessary documents.

STRATEGIC PLAN SIGNIFICANCE: Objective 5.a. – Well planned City with necessary services and infrastructure.

BACKGROUND: The City's Miller Park Zoo currently utilizes the University of Illinois to provide the veterinary care for the animal collection at the Zoo. This contract is up for approval since the last one expired in June. The recently expired contract stated the Zoo would receive service each week for \$470 and \$0.55 per mile. The new contract included shows a change for the cost of \$529 per visit plus \$0.50 per mile. The new contract entails a 12% increase for visits and 10% decrease for mileage. This contract includes a 5% increase each year the contract is valid. This new contract has also been given to the Scovill Zoo (Decatur) where University of Illinois also provides veterinary care. The true annual cost of this contract is likely to be closer to \$30,000 for weekly visits.

The animal collection at the Zoo requires an expertise that not many in the country possess. The veterinarian must possess a wide range of expertise across all types of animals. In any given day of rounds, a veterinarian may treat a frog, seal, guinea pig, Wallaroo, and goat in one morning. City Staff believe that this contract meets all of the foreseeable needs of the Zoo's animals.

The Miller Park Zoo staff feels that the University of Illinois Veterinary College is the best option for the Zoo because of price and expertise. Zoo Staff has been very pleased with the service the University of Illinois has provided over the last five plus years.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None

FINANCIAL IMPACT: The approved FY 2016 budget includes the portion of this agreement that is in the current fiscal year under the Zoo – Veterinarian Services (10014136-70040). Stakeholders may locate this expenditure on page 226 in the budget book titled "Budget Overview & General Fund". The remaining portion of this contract will be proposed in the FY 2017 Budget.

FUTURE OPERATIONAL COSTS ASSOCIATED WITH NEW FACILITY CONSTRUCTION: Does not apply.

Respectfully submitted for Council consideration.

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

Reviewed by: Steve Rasmussen, ACM

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:

- Agreement with University of Illinois Veterinary College

Motion: That the Agreement with the University of Illinois for Veterinary Services be approved in the amount up to \$51,000 per year through June 30, 2018, 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 Painter			
Alderman Hauman				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Buragas			
Alderman Mwilambwe							
				Mayor Renner			

AGREEMENT BETWEEN
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS AND
MILLER PARK ZOO

The parties to this Agreement are the Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois, on behalf of its Veterinary Teaching Hospital on the Urbana-Champaign campus ("University"), and Miller Park Zoo, a(n) Not-For-Profit Corporation with a principal office at 1020 S Morris Ave, Bloomington, Illinois 61702 ("Client") or ("YOU").

ARTICLE 1. PURPOSE.

Client desires to engage the expertise of University to perform certain services, and University has determined that performing the services will promote one or more of the University's missions of public service, research, teaching, and economic development.

ARTICLE 2. SCOPE OF SERVICES.

2.1. Services to Be Performed. University shall perform the following "Services":

Routine physical examinations of healthy animals to detect early signs of disease, perform treatments and diagnostic procedures as deemed necessary for health care of animals, vaccinate animals, sedations/anesthesia and restraint of intractable animals in order to conduct clinical procedures, including surgery, radiology, teeth cleaning, physical exams, emergency services and other treatments. Train zoo staff to give injections, administer medications, change dressings, etc. Animals may be treated on site at the Zoo or brought to the Veterinary Teaching Hospital in Urbana by Zoo personnel when deemed appropriate. Maintain medical records of all services either at the Zoo or at the Veterinary Teaching Hospital.

2.2. Deliverables. University shall deliver to Client the following reports or other deliverables:

Those services described above as well as medical records indicating findings, diagnostic procedures and treatments with recommendations for continued health maintenance. Receipts for services provided.

2.3. Discrepancies and Omissions. If there are any discrepancies or omissions regarding the scope of Services, University will obtain written clarification from Client before providing the Services at issue.

ARTICLE 3. TERM AND TERMINATION.

3.1. Term. The term of this Agreement shall be July 01, 2015 or from the date signed by the last party to sign this Agreement through June 30, 2018.

3.2. Renewal Options. The parties may renew this Agreement only by written amendment in accordance with Section 9.7. The term, including all renewals, shall not exceed five years. The parties may adjust compensation rates at time of renewal.

3.3. Termination for Cause. A party that defaults in performance or commits a material breach of this contract ("defaulting party") shall have 10 days to cure the default or breach after receiving notice from the other party. The other party may terminate this contract without further notice if the defaulting party fails to cure the breach within the prescribed period, or within an agreed period of time.

3.4. Termination for Convenience. Either party may terminate this Agreement for convenience upon 30 days' prior written notice to the other party.

3.5. Effect of Early Termination. In the event of early termination, Client shall pay University for Services performed to the date of termination and for the cost of all non-cancellable obligations made on Client's behalf.

ARTICLE 4. COMPENSATION.

4.1. Rate of Compensation. Client shall pay University compensation at the rate of \$529 per visit with a 5% increase each year on July 1, plus .50 per mile. Emergency consultations can be provided over the phone, however, emergencies that require an on-site visit will be charged at the per visit rate plus mileage. Emergency services that are performed at VTH will be charged at the established hospital rate consistent with the public/client rate. Maximum of \$51,000 per year, for a maximum total payment of \$153,000 for all Services performed.

4.2. Payment Schedule. Client shall pay University according to the following schedule:

Billed at the time of services

4.3. Remittance Instructions. Not more frequently than monthly, University will submit to Client an invoice for Services performed, including any allowable reimbursable expenses incurred. Within 30 days of its receipt of invoice, Client will remit the total due to University at the address indicated on the invoice. University will not pay interest on Client funds advanced or otherwise held on deposit.

4.4. Late Payments. University will assess a finance charge of 21% per annum (1.75% per month) on the unpaid balance each month. University may refer Client's past due account for collection or may authorize legal action against Client for collection. Client shall be liable for all reasonable collection costs and expenses, including any attorney fees and court costs.

4.5. Suspension of Services. University may suspend performance of Services with five days' written notice for Client's failure to make timely payments. University will resume performance upon Client's payment of all monies owed to University, provided that Client is not otherwise in default of its obligations under this Agreement.

ARTICLE 5. LIABILITY.

5.1. DISCLAIMER. University makes no representations, and disclaims all warranties, express or implied, including any warranties of merchantability, fitness for a particular purpose and non-infringement, regarding all services, goods, and facilities furnished to Client under this Agreement.

1.1. Limitation of Liability. University shall not be liable to Client for any indirect, special, exemplary, consequential, or incidental damages or lost profits arising out of, or relating to, this Agreement, even if University had been advised of the possibility of such damages. University's liability to Client for breach of contract damages shall not exceed the amount of compensation actually paid by Client for Services performed.

1.2. Libelous Matter. Client shall be responsible for all claims and liabilities arising out of any libelous or other unlawful matter contained in data furnished by Client to University.

ARTICLE 6. INSURANCE.

During all times relevant to this Agreement, each party shall maintain general liability insurance, whether through a commercial policy or through a program of self-insurance, with minimum limits of \$1 million per claim and \$3 million aggregate, and shall furnish the other party with evidence of such insurance upon request.

ARTICLE 7. RIGHTS IN WORK PRODUCT.

Title to existing intellectual property used by University in performing the Services shall remain vested in the original owner. Title to all intellectual property conceived or made by University employees and agents in performance of Services shall vest in University. Title to all tangible property made by University employees and agents in performance of Services shall vest in University unless specifically identified as a deliverable under Section 2.2. In such event, title to all deliverable tangible property shall vest in Client upon delivery by University.

ARTICLE 8. THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

Client shall pay all costs and expenses, including royalties and license fees, incident to any third party intellectual property rights required to perform the Services. Client shall indemnify University and its trustees, officers and employees against all third party infringement claims arising from intellectual property rights furnished by Client to University for its use in performing this Agreement.

ARTICLE 9. GENERAL PROVISIONS.

9.1. Force Majeure. A party is excused from performing its obligations under this contract when conditions beyond its control and unforeseen by the parties make its performance commercially impractical, illegal, or impossible. Conditions of excuse include, but are not limited to: natural disasters, strikes, fires, war, terrorism and threats of terrorism, government actions, and acts or omissions of third parties. So long as the conditions continue, the party whose performance is affected shall keep the other party fully informed about the conditions and the prospects of their ending.

9.2. Independent Contractor. The parties are independent contractors with respect to each other. Nothing in this contract is intended to create any association, partnership, joint venture, or agency relationship between them.

9.3. Use of Name. YOU shall not use University's name or protected marks for any commercial purpose without University's advance written consent.

9.4. Headings. Headings in this contract are intended only to assist with readability and are not substantive.

9.5. Severability. If any provision of this contract is held by a court of competent jurisdiction to be unenforceable, the provision shall be severed from this contract so long as severance does not affect the enforceability or essential purpose of the remainder of the contract.

9.6. Assignment. Neither party may assign its obligations under this contract without the prior written consent of the other party.

9.7. Amendments. No modification of this contract shall be effective unless made by a written amendment signed by each party's authorized signatory.

9.8. Compliance with Laws. Each party shall perform its obligations in compliance with all relevant laws governing its performance. Breach of this provision is a material breach of this contract.

9.9. Waiver. The failure of either party to enforce any provision of this contract shall not waive the party's right to later enforce the provision or the contract.

9.10. Non-Exclusivity. This contract is non-exclusive.

UNIVERSITY OF ILLINOIS

URBANA-CHAMPAIGN • CHICAGO • SPRINGFIELD

9.11. Counterparts/Facsimile Signatures. This contract may be signed in counterparts. Facsimile signatures constitute original signatures for all purposes.

9.12. Ambiguities. Any rule of construction that would resolve ambiguities against the drafting party shall not apply in interpreting this contract.

9.13. Notices. To be enforceable, all notices must be in writing and delivered to the party's representative named below by either certified mail, return receipt requested, or commercial carrier with delivery receipt. Notices are effective upon receipt by the designated representative. A party may change its representative at any time by written notice to the other party.

University Representative:

Cindy Dillman

Veterinary Teaching Hospital

2001 S Lincoln

Urbana, IL 61802

217-333-0353

cadillma@illinois.edu

Client Representative:

Miller Park Zoo

Jay Tetzloff

1020 S Morris Ave

Bloomington, Illinois 61702

<NO VALUE ENTERED>

217-421-7435

9.14. Choice of Law. This contract shall be interpreted by application of Illinois law without regard to its conflicts provisions.

9.15. Integration. This contract with its attachments, amendments and incorporated references constitutes the parties' entire agreement regarding the subject matter.

9.16. Authorized Signatories. The individuals signing this contract on a party's behalf represent that they have the requisite authority and intent to bind that party to this contract.

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS

MILLER PARK ZOO

By: _____

By: _____ Printed: _____
Walter K. Knorr, Comptroller

Title: _____

Date: _____

Pre-approved for legal form by LMP 3/7/2011.

 CITY OF
Bloomington **ILLINOIS**
CONSENT AGENDA ITEM NO. 71

FOR COUNCIL: January 11, 2016

SUBJECT: Consideration of approving the 2015-2016 rock salt contract (PSD4018144) with the Illinois Department of Central Management Services.

RECOMMENDATION/MOTION: That the Joint Purchasing Requisition with the Illinois Department of Central Management Services in the amount of \$49,680.00, for rock salt bulk be approved and ratified, and the City Manager 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.d. City services delivered in the most cost-effective, efficient manner.

1.e. Partnering with others for the most cost-effective service delivery

BACKGROUND: Each year, the City enters into a contract through the Illinois Department of Central Management Services (CMS) for the purchase of rock salt for winter street treatment. Through entering such an agreement with the State, the City is able to cost-effectively fill the salt dome in preparations for winter storm events. Historically, the city has used in the range of 9,000 tons of salt per year which it stores in the salt dome. This yearly salt usage can vary significantly depending upon the severity of the winter season.

The City is far from the only governmental entity that is involved in the contract, and the comprehensive list of all governmental entities and community partners that participate in this program stretches over fourteen full pages. Many comparable cities throughout Illinois are included such as: Peoria, Rock Island, Galesburg, Normal, Champaign, and Decatur.



Salt costs have risen in recent years. The cost was \$50.01 per ton for FY14. In this contract (FY16), the salt cost is \$61.60 – a 23 percent jump in two years. The actual salt usage depends on the severity of a given winter, and the City is only obligated to purchase 80 percent of the contracted salt amount of 7,300 tons.

The City does benefit by locking in a price under the State contract and by loading the salt dome with periodic, 500-ton orders. As-needed salt purchases, outside the contract, are always more expensive because they occur during peak demand and, at times, when barge traffic is hindered by ice and transportation costs rise. Salt prices rose to about \$150 per ton last winter, and cities that did not have sufficient supply through a contract were forced to pay it – or leave icy roads untreated.

Although the salt purchase has already been budgeted and staff has historically executed the necessary paperwork to secure the salt, City staff is seeking formal approval of the Joint Purchasing Requisition.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: NA

FINANCIAL IMPACT: The Public Works Department has this expense budgeted in the Snow & Ice Removal - Rock Salt account (10016124-71085) in the amount of \$472,500.00. Stakeholders can locate this in the FY 2016 Budget Book titled “Budget Overview & General Fund” on page 353.

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Technician I, Public Works
Austin Aldag, Miscellaneous Technician, Public Works

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- 2015-2016 Rock Salt, Bulk Contract Information

Motion: That the Joint Purchasing Requisition with the Illinois Department of Central Management Services in the amount of \$49,680.00, for rock salt bulk be approved and ratified, and the City Manager and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

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



ILLINOIS

JOINT PURCHASING REQUISITION CY'15-'16 New Purchase Commitment

PLEASE RETURN TO:

Illinois Department of
Central Management Services
801 Wm. G. Stratton Building
401 S. Spring Street
Springfield, IL 62706
Fax: (217) 782-5187
Email Address for submission:
CMS.BOSS.EC@illinois.gov



No Thank You,
But keep on mailing list.

Opt-Out-> Our unit does not want to participate in the CY' 2015-2016 Contract Procurement.
Notice:-> Please complete and return the Contact information below to remain on the mailing list.

Joint Purchasing #: L0460-0460
Government Unit: City of Bloomington
Mailing Address: P.O. Box 3157
City / State / Zip: Bloomington, IL 61702
County: McLean
Contact Person: Jim Karch
Telephone Number: (309) 434-2225
Fax Number: (309) 434-2201
Contact Email: jkarch@cityblm.org

Date: 3/20/2015

Delivery Point
(Provide Delivery Details To Contract)
(Vendor At Time Of Order Placement)

401 S. East St.
Bloomington, IL
61701
Salt Dome

<- Please provide Email Address

***** Participant, Complete Only One - Either "Table-A" or "Table-B" Below *****

Table A: Complete this table to have the State "SOLICIT BIDS" for your governmental entity		
ITEM DESCRIPTION	BID QUANTITY	UNIT MEASURE
AASHTO M143 Road Salt or Equivalent	(Total Tonnage)	(22 - 25 Ton / Truck)
Rock Salt, Bulk	<u>7300</u>	Tons

Please note your Purchase Commitment Percentage for Total Tonnage Quantity as stated above (choose one):

OPTION 1 ☒ 80% minimum purchase requirement/120% maximum purchase requirement
OPTION 2 ☐ 100% minimum purchase requirement/120% maximum purchase requirement

***** Participant, Complete Only One - Either "Table-A" Above or "Table-B" Below *****

Table B: Complete this table to have the State "RENEW" Requirements for your governmental entity		
ITEM DESCRIPTION	QUANTITY	UNIT MEASURE
AASHTO M143 Road Salt or Equivalent	(Total Tonnage)	(22 - 25 Ton / Truck)
Rock Salt, Bulk	<u> </u>	Tons

Note: Renewal is available ONLY under Contracts PSD 4017724, 4017725, or 4017726 for the CY' 2015-2016 season. Your quantity may not exceed more than a 20% increase of last season's quantity, and price cannot increase more than 10% of last season's price. Other Terms & Conditions of Contract will remain the same as last year. Please Check Contract # Below:
Note Current CMS Contract Number: PSD 4017724 () -or- PSD 4017725 () -or- PSD 4017726 ()

I certify that funds are available for the purchase of the items on this Requisition and that such items are for the sole use of this governmental unit, and not for personal use of any official or individual or re-sale.

In addition, I agree to abide by the Joint Purchasing Procedure established by the Department of Central Management Services.

SIGNATURE OF AUTHORIZED OFFICIAL OR AGENT

Printed on Recycled Paper

TITLE

Jim Karch
3/19/15

Public Works Director



ILLINOIS

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

Tom Tyrrell, Director

Bruce Rauner, Governor

August 15, 2015

Dear Joint Purchasing Participant:

Subject: 2015 - 2016 Rock Salt, Bulk Contract Information

In completing the 2015 - 2016 Rock Salt season contract re-procurement, the State of Illinois did not encounter the types of supply-related issues experienced in the previous seasons. We have made every effort to secure Road Salt at the best available price for participants in our contract solicitation, and gladly report the State was able to obtain an offer for your location requirements through the State's procurement efforts.

We again recommend that participating agencies and governmental entities examine their application rates and roadway priorities in order to minimize next season's maintenance program cost while also ensuring the safety of the public.

Enclosed is a copy of the requisition you submitted to us for the purchase of rock salt. The information from the requisition, including purchase commitment, can be used to submit your requirements to this year's contract vendor:

Contract: PSD 4018144
Cargill Incorporated Salt Division
24950 Country Club Blvd., # 450
North Olmsted, OH 44070
Phone (800) 600-7258

Term: August 2015 - August 2016
FEIN Number: 41-0177680

Contact: Government Services

Your unit is Contract Line No: 490 / Price per ton F.O.B. destination, is \$ 61.60
Emergency pickup of salt from vendor's warehouse is not made available in this contract.

The additional price per ton to have rock salt delivered in trucks equipped with coal/grain chute openings in the tailgate to permit controlled off-loading of rock salt onto conveyors was not provided for by this vendor in this season's procurement process.

You are responsible for issuing your own purchase order document to the vendor. Orders may be placed with the vendor via telephone, with a written or fax confirmation to follow immediately. *You are strongly encouraged to order and store as much salt as possible in order to help prevent potential salt shortages this winter.* Also, you must place orders in full truckload (typically 22-25 tons) delivery quantities or multiples of such.



Your governmental unit is responsible for ensuring that the 80 or 100 percent minimum guaranteed purchase commitment (as noted on your Requisition) is met before the end of the winter season, June 30, 2016. The vendor is required to furnish not less than 120-percent (if needed) of the contract quantity by March 1, 2016. Your governmental unit is responsible for processing vendor invoices in a timely manner.

Delivery shall be made as soon as possible after vendor receipt of order by phone or mail. The maximum time from receipt of order to the actual delivery for orders placed between December 1, 2015 through April 1, 2016 shall not exceed seven working days, unless as modified in the Order Guidelines herein..

For orders placed between December 1, 2015 and April 1, 2016, if a vendor is unable to make delivery within the order timeline, local governmental units shall have the right to retain as liquidated damages, not as a penalty, 5.% per working-day on the undelivered portion of the order, but not to exceed 50.%. For orders placed prior to 9:00 a.m. on a given day, that day to be considered as the first calendar day of the seven-day delivery period. For an order placed after 9:00 a.m. on a given day, the following day shall be considered as the first calendar day of the seven day delivery period.

CMS reserves the right to mitigate application of liquidated damages imposed against a vendor, in the event of orders exceeding the maximum percentages outlined below:

An agency may order up to 20.% of their awarded contract tonnage in any given week and vendor shall deliver within 7 working-days after receipt of order. Quantity ordered above the 20.% threshold shall have an extended deliver time of one-working-day for each one-percentage-point above the 20.% guideline. For example, if an agency orders 25.% of their awarded total 100 ton, delivery of the first 20 ton (20.%) shall be within 7 working-days after receipt of order, the remaining 5 ton should be delivered within 12 working-days after receipt of order.

If after seven working-days of liquidated damages assessment, the vendor has still failed to deliver, local governmental unit shall have the right to terminate an order and purchase road salt or abrasives from another source, or take action consistent with public safety as needed to continue daily business. Any and all additional costs incurred may be collected from the original vendor, in addition to liquidated damages, by participant's legal action.

All deliveries shall be covered with approved weatherproof materials. The vendor shall ensure that delivery person inspects the inside of the trailer and that all salt is removed from the trailer before leaving a delivery point. The vendor will ensure all weights and measures shown on delivery tickets are correct. Local governmental units reserve the right to require that delivery trucks occasionally be directed to a scale in the vicinity of the delivery point as a check on delivered truckloads.



ILLINOIS

Bruce Rauner, Governor

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

Tom Tyrrell, Director

Deliveries of rock salt containing any foreign material such as mud, rocks, grader teeth, wood, tarpaulins, etc., may be rejected at the delivery site. In the event that any foreign material is discovered in dumped deliveries, the salt and foreign matter may be reloaded onto the cartage hauler's truck by the local governmental unit and returned for credit, or the vendor shall immediately ship a specification compliant load of replacement salt, or issue a refund to the governmental unit consistent with the contract price.

In December 2015, the contract vendor shall have in place stockpile(s) located in or near Illinois covering the tonnage awarded for the northern regions of the State, and in January of 2016 the contract vendor shall have in place stockpile(s) in or near to Illinois covering the total tonnage awarded for all regions of the State. At our discretion, we will inspect the stockpiles to ensure that these stockpiles are in sufficient quantities, and that vendor commitments to the stockpiles are with the users of this contract.

Enhanced rock salt 2015 - 2016 season availability:

The Department of Central Management Services surveyed vendors for availability of an enhanced rock salt option in the invitation for bid, and received an offering from Cargill Salt Division. Locations interested in this enhanced salt option must call the vendor for product availability information and to facilitate potential ordering arrangements.

Their product is made available to any joint purchasing participant awarded in the Cargill Salt Division Contract as an up-charge per ton option and would be added to your order as a separate line item. Contact Roger Wilson Ponc: 920-889-3583 for salt availability details.

The enhanced salt product features additional pre-treatment of approved road salt with a product providing enhanced melting performance, with reduced corrosion and clumping.

It is hoped that this information will be beneficial to you in the utilization of this contract. If you have any further questions concerning the rock salt contract, please feel free to contact me at (217) 782-8091.

Sincerely,

Wayne Hsley, CBBP, Buyer
Bureau of Strategic Sourcing

GovSalt.doc



CONSENT AGENDA ITEM NO. 7J

FOR COUNCIL: January 11, 2016

SUBJECT: Consideration and review of Proposals and approval of a Contract with Technical Solutions and Services, Inc. for US Cellular Coliseum Building Automation System Improvements (RFP#2016-15).

RECOMMENDATION/MOTION: That the Contract with Technical Solutions and Services, Inc. for US Cellular Coliseum Building Automation System Improvements through RFP # 2016-15 in the amount of \$296,830.00 be approved and authorize the City Manager and City Clerk to execute the necessary documents.

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

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

BACKGROUND: At the February 9, 2015 meeting, City Council approved the U.S. Cellular Coliseum Energy Evaluation and Retro-Commissioning project and to fund at least the minimum required measures determined by the Smart Energy Design Assistance Center (SEDAC) Public Sector Retro-Commission Program. The program assists public sector facilities with identifying low-cost to no-cost energy saving improvements that will have an estimated payback period of 1.5 years or less. Funding for the evaluation and administrative portions of the program is provided through the Department of Commerce and Economic Opportunity (DCEO). Funding for the improvements recommended by the evaluation is entirely the facility owner's responsibility and at least \$10,000 of the improvements must be completed within 10 months of the evaluation or by March 31, 2016, whichever date arrives first.

Two proposals were received for the US Cellular Coliseum Building Automation System Improvements that include the Retro-Commissioning Measures. A summary of the received proposal costs is shown in the following table.

US Cellular Coliseum Building Automation System Improvements (RFP 2016-15)

VENDOR	TOTAL PROPOSAL
Technical Solutions & Services, Inc.	\$296,830.00
Entec Services, Inc.	\$537,000.00

As indicated in the attached US Cellular Coliseum Retro-Commissioning Report and summarized in the Table 1 below, implementation of the four Retro-Commissioning Measures (RCxM) should result in an annual energy cost savings of approximately \$133,874. The resulting payback for implementation of all four RCxMs is approximately 1.05 years.

Table 1 - Preliminary Savings Estimates (Retro-Commissioning Report)

RCx		Projected Annual Savings							Implement-	Payback
		Electric Savings	Electric Demand	Electric Cost	Natural Gas	Natural Gas	Total	Facility		
	PG-1: ARENA / CONCOURSE									
	PG-2: KITCHEN /									
3	SCHEDULE OFFICE HVAC	62,232	-4.4	\$2,62	17,50	\$11,15	\$13,78	3.1%	\$4,65	0.34
4	OPTIMUM START OF AIR	21,366	4.0	\$1,21	3,052	\$1,946	\$3,165	0.7%	\$10,7	3.40
Target Return (SPB < 1.5yr)		1,057,8	-1.4	\$49,0	133,3	\$84,98	\$133,8	30%	\$140,	1.05

The payback period shown in Table 1 is based on approximate implementation costs. Actual implementation costs are provided in the two submitted proposals. The proposal from Technical Solutions & Services, Inc. provided separate costs for the base Building Automation System Upgrade and for each of the four RCxMs. Entec's proposal did not provide separate costs. Despite this submittal variation, both proposals are valid. In order to implement the four RCxMs, the Building Automation System needs to be substantially upgraded. The upgrade is necessary due to missing, damaged or obsolete components and installation of new components required for the RCxMs. Since the upgrades are inherent to the entire project, Entec included all work in a single cost. Technical Solutions & Services, Inc. split out the upgrade cost even though it's necessary in order to implement the RCxMs.

Table 2 shows actual implementation costs from the Technical Solutions & Services, Inc. proposal. In order to accurately show the payback period, the Building Automation System upgrade cost was prorated and added to each of the RCxM costs.

Table 2 - Savings Estimates (Technical Solutions & Services RFP Proposal)

RCxM No.	Measure Description	Projected Annual Savings							Implement-ation Cost (\$)	Payback (Years)
		Electric Savings (kWh)	Electric Demand Savings Average (kW/Mo)	Electric Cost Savings (\$)	Natural Gas Savings (therms)	Natural Gas Cost Savings (\$)	Total Cost Savings	Facility Cost Savings (%)		
1	PG-1: ARENA / CONCOURSE AIR SYSTEM MANAGEMENT	864,721	-3.6	\$40,034	88,582	\$56,464	\$96,293	21.4%	\$132,609	1.38
2	PG-2: KITCHEN / RESTAURANT AIR SYSTEM MANAGEMENT	109,507	2.6	\$5,218	24,188	\$15,418	\$20,636	4.6%	\$58,135	2.82
3	SCHEDULE OFFICE HVAC AIR SYSTEM	62,232	-4.4	\$2,625	17,500	\$11,155	\$13,780	3.1%	\$13,261	0.96
4	OPTIMUM START OF AIR HANDLERS	21,366	4.0	\$1,219	3,052	\$1,946	\$3,165	0.7%	\$92,826	29.33
Target Return (SPB < 1.5yr) Package 3,5		1,057,827	-1.4	\$49,096	133,322	\$84,983	\$133,874	30%	\$296,830	2.22

As shown in Table 2, the payback period for all RCxMs except #4 increased slightly. The payback period for #4 is somewhat misleading. As indicated earlier, the Building Automation System upgrade is necessary regardless of which RCxMs are implemented. The value of implementing all RCxMs is indicated by the 2.22 year payback period for the entire project. As a result, proceeding with all four RCxMs is recommended.

As indicated earlier, at least \$10,000 of the recommended improvements must be completed by March 31, 2016. Although the entire scope of work cannot be completed by that date, the project

specifications require at least one of the four RCxMs be completed by March 31, 2016. This will satisfy the SEDAC Public Sector Retro-Commission Program. The specifications require the remaining improvements to be completed by December 31, 2016.

In addition to the energy reduction cost savings, the project has other benefits. The improvements will increase efficiencies by reducing the amount of time staff need to be onsite to monitor and adjust the buildings heating, cooling, ventilation and ice maintenance systems. The improvements will allow programs to be created and adjusted that automatically initiate or deactivate systems components associated with events and programs at the facility. The upgrade will be an open protocol system which allows trained operators to make program adjustments. This minimizes future costs required to have contractors make these adjustments. The project specifications also require training for relevant City staff who will operate the system. These additional benefits create cost savings beyond the energy savings.

Both proposals were reviewed by Jim McNally, who performed the energy evaluation and prepared the Retro-Commissioning Report. Mr. McNally believes both companies are competent and capable of performing the required work. Technical Solutions & Services, Inc. installed the Building Automation System at the Bloomington Center for the Performing Arts (BCPA) and has an ongoing maintenance agreement with the City. BCPA and other relevant City staff are pleased with the system and service provided by Technical Solutions & Services, Inc.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on October 28, 2015 and a pre-proposal meetings were held on-site on November 4, 2015 at 10:00 a.m. and on November 12, 2015 at 1:00 p.m.

FINANCIAL IMPACT: The Retro-Commissioning Application required at least \$10,000 worth of recommended improvements be implemented within 10 months of the evaluation or by March 31, 2016. There is a financial consequence if the recommended improvements are not completed. As shown on the attached correspondence from Robert Irmiger of the 360 Group, the City will be required to pay for the evaluation costs if the recommended improvements are not performed. The approximate cost for the evaluation is \$30,000 to \$65,000. Implementation of the recommended improvements is preferred and is included in the approved FY 2016 Budget through the following individual projects that are part of the overall Building Automation System Improvements. All of the projects listed below are included in the FY 2016 Capital Lease-Buildings account (40110133-72520).

Project	Budget Amount
Building Automated System	\$ 50,000.00
Modifications to the Smoke Control System	\$ 175,000.00
Test, Balance & Commission Smoke Control System	\$ 35,000.00
Repairs to HVAC, Chiller, Plumbing & Electrical (\$200,000 total)	\$ 36,830.00
Total Budget	\$ 296,830.00

Stakeholders can locate these on the FY 2016 Budget Book titled "Other Funds & Capital Improvement Program" on pages 251, 293, 320 and 322-324.

Respectfully submitted for Council consideration.

Prepared by: Russel Waller, PE, Facilities Manager

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:



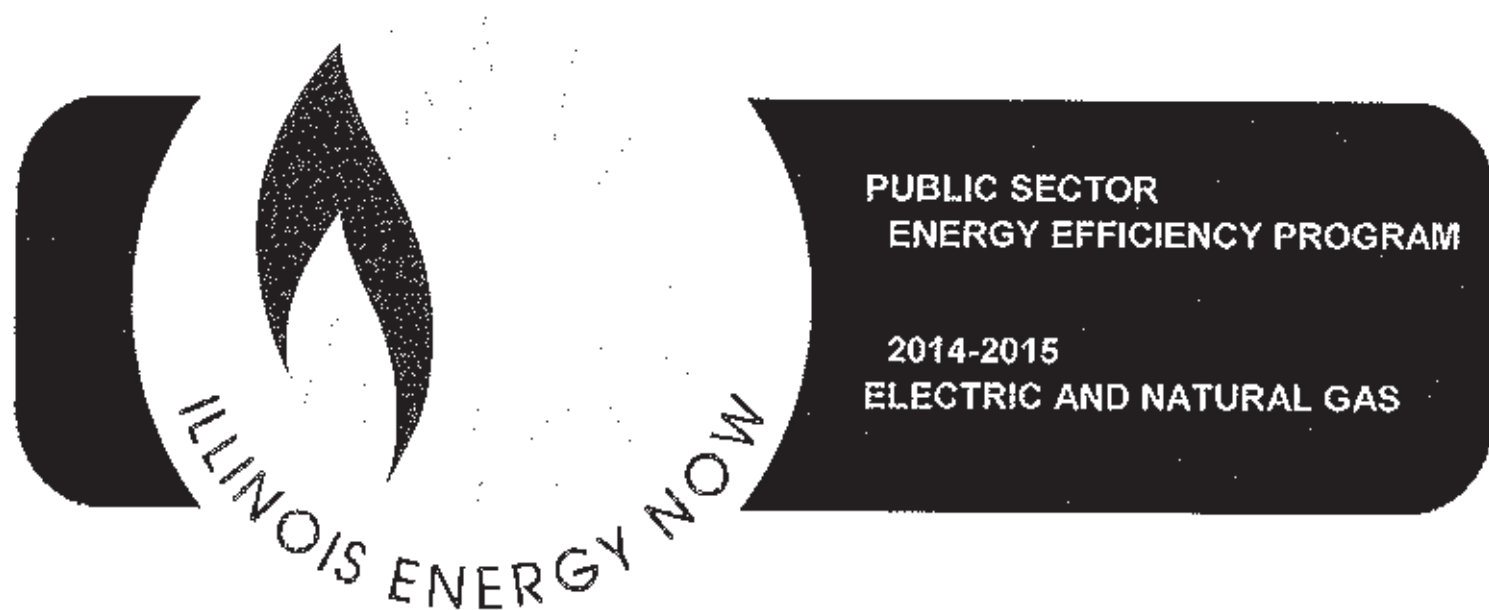
David A. Hales
City Manager

Attachments: Retro-Commissioning Application
Robert Irmiger Correspondence
Retro-Commissioning Report
City Plan Holder's List, RFP No. 2016 – 15
Proposal Forms for RFP No. 2016 – 15
Contract for RFP No. 2016 – 15

Motion: That the Contract with Technical Solutions and Services, Inc. for US Cellular Coliseum Building Automation System Improvements through RFP # 2016-15 in the amount of \$296,830.00 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			



PUBLIC SECTOR RETRO-COMMISSIONING PROGRAM APPLICATION

**PROGRAM YEAR 7: 2014-2015
START DATE: JUNE 1, 2014**

**FOR
LOCAL GOVERNMENT, PUBLIC
COMMUNITY COLLEGES, PUBLIC
AND STATE/FEDERAL**

Conducted by the Smart Energy Design Assistance Center (SEDAC)



**Illinois
Department of Commerce
& Economic Opportunity**

Pat Quinn, Governor
Adam Pollet, Director



**SMART
ENERGY
DESIGN
Assistance Center**

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GUIDELINES

Background

The purpose of Illinois Department of Commerce & Economic Opportunity (DCEO) Public Sector RCx Program is to help public sector clients (including units of local government, K-12 school districts, community colleges, public universities, and state buildings) identify low-cost to no-cost energy saving improvements that will have an estimated total payback of 1.5 years or less. Instead of focusing attention on capital improvements, the program offers retro-commissioning guidance by identifying measures to improve the control, scheduling, and operation of a building so it can meet peak performance. The end result: significant energy and demand savings that, in many cases, also improve occupant comfort and productivity.

The Smart Energy Design Assistance Center (SEDAC) manages the Illinois DCEO's Public Sector Retro-Commissioning (RCx) Program. SEDAC is an applied research program at the University of Illinois at Urbana-Champaign. The 360 Energy Group is a collaborative partner working with SEDAC.

The RCx services are delivered through a "service-incentive" program. This means the retro-commissioning analysis is the incentive to the customer and is fully funded by Illinois Department of Commerce & Economic Opportunity (DCEO) in partnership with investor-owned utilities. Participants are expected to cover the costs associated with implementing the measures recommended by the retro-commissioning analysis (\$10,000 minimum requirement), arranging implementation in a timely matter, attending meetings, assisting Retro-commissioning Service Providers (RSPs) in acquiring facility information, and tracking implementation expenses. Incentives for RCx measures beyond the \$10k required investment, and any capital improvements such as lighting or HVAC upgrades, may be available under DCEO's Public Sector Standard Incentive Program or Custom Incentive Program (www.ILEEPS.org).

Eligibility

Eligibility for the 2014-2015 DCEO Public Sector Retro-Commissioning Program is limited to public buildings that:

- Receive electrical delivery service from Ameren Illinois or ComEd, regardless of their choice of supplier. Public buildings receiving natural gas from Ameren Illinois, Nicor Gas, North Shore Gas, or Peoples Gas may also be eligible for inclusion of natural gas savings measures.
- Are at least 5 years old and have a building size of at least 150,000 (gross) square feet*
- Have a functioning building automation system and the client agrees to provide BAS access to the RCx provider.
- Have an energy use index (indices) showing a potential to produce significant electrical and natural gas savings through RCx.

** Newer and smaller buildings with a high energy savings potential may be considered on a case by case basis.*

In reviewing program applications, the Program Administrator will give preference to facilities with the following characteristics.

- High annual energy savings potential
- Gross square footage of the building at least 150,000 square feet
- Are more than 5 years old
- The presence of an existing and functional building automation system (BAS) with direct digital control (DDC)
- Strong commitment by the facility owner to implement RCMs and to be actively involved in the retro-commissioning process. Active involvement will include:
 - Providing access to the facility
 - Providing time for facility personnel to interface with the Retro-Commissioning Service Provider
 - Providing and assisting with the reporting, and collection of, information pertaining to the retro-commissioning of the facility
 - Administratively prioritizing and championing the RCx effort with facility staff
- No planned major system renovations or retrofits
- Accessible and up to date building documentation and records

To be considered for the program, applicants must:

- Submit a notice of interest (NOI) form
- Submit RCx application (after approval of NOI)—*assistance is available from SEDAC*
- Provide energy bills for 1 to 2 years
- Present up-to-date as-built drawings

Successful applicants must express agreement to:

- Commit funding (minimum \$10,000 implementation requirement) to participate in the process
- Begin implementation of measures in the current fiscal year (ending May 31, 2015)
- Upon receipt of RCx plan, implement at least \$10,000 worth of selected measures within 10 months, or by March 31st, 2016, whichever deadline arrives first

Incentives:

The Retro-Commissioning (RCx) Program is a "service-incentive" program. This means the retro-commissioning analysis and implementation technical assistance is itself the incentive to the customer and is funded by the Illinois Department of Commerce and Economic Opportunity (DCEO) in partnership with investor-owned utilities.

In the program, retro-commissioning services are conducted exclusively by either SEDAC staff or pre-approved service providers. The SEDAC covers RCx service costs at 100% provided that:

- Implementation of at least one measure is initiated during the same program year (by May 31, 2015)
- At least \$10,000 worth of selected measures are implemented within 10 months or by March 31, 2016

For projects that are not completed within this timeline, the customer will be expected to reimburse SEDAC for the full cost of any completed RCx planning costs, program-funded investigation activities, and verification report costs.

Program participants are expected to cover the costs associated with contracting or arranging for the implementation of recommended measures, attending meetings, and assisting RSPs in acquiring facility information. Other DCEO incentives may be available for measures implemented beyond the required \$10,000 investment and clients are encouraged to investigate. However, any matching contributions made toward efficiency measures incentivized through DCEO's other programs may not be double-counted as contributions toward the \$10,000 RCx expense total.

Retro-Commissioning Service Provider

A qualified Retro-Commissioning Service Provider (RSP) team will be provided by the program administrator to conduct the retro-commissioning services at no cost to the customer.

During the retro-commissioning process, the facility's staff will assist the RSP in acquiring access and information regarding the building systems, operation, controls system, and any other pertinent information necessary to identify and evaluate potential retro-commissioning measures. The RSP will use the information gathered from site visits and equipment data trends to generate the Retro-Commissioning Plan.

The RSP is not responsible for implementing the Retro-Commissioning Plan measures. However, the RSP will provide guidance and technical assistance during the Implementation Phase to aid in the successful implementation of the selected measures. Implementation of the retro-commissioning measures is the responsibility of the facility owner.

Upon completion of the customer's implementation activities, the RSP will return to inspect the facility to verify the installation and proper operation of the retro-commissioning measures. The RSP will prepare and submit the Verification Report that summarizes the final findings and impacts from the project.

Facility Owner

The facility owner shall make available to the RSP a competent facility representative who is knowledgeable in the building systems, equipment, and operation. The individual shall provide the RSP access to the building, its Building Automation System (BAS), and any pertinent building documentation necessary to develop a thorough understanding of the operation, systems, equipment, and use of the building. The facility staff will collaborate with the RSP to identify measures acceptable to the facility.

The estimated time commitment from the customer to support the retro-commissioning effort is likely to total 60 to 100 hours of a senior facility manager over the 18- to 24-month project duration.

The facility owner is responsible for implementing the selected retro-commissioning measures. The owner may exercise the option to subcontract the effort to a contractor or use their own staff to complete the work. Additionally, the owner is responsible for gathering contractor invoices or tracking in-house labor and equipment costs for implementation efforts.

Select facilities may be visited by an independent program evaluator after the verification phase. The facility owner is expected to cooperate with evaluator inquiries.

The Retro-Commissioning Process

The RCx program is an 18-24 month program. As part of the program, SEDAC will assign a qualified Retro-Commissioning Service Provider to conduct the retro-commissioning analysis at no cost to the customer.

The RCx Service Provider will perform a building assessment to diagnose problems and identify a range of RCx measures that will have an estimated combined simple payback of 1.5 years or less based on electric and natural gas savings¹. Once the recommendations are received, the facility owner must select retro-commissioning measures to implement and will have 10 months (or until March 31, 2016, whichever deadline arrives first), from receipt of recommendations, to implement at least \$10,000 of agreed upon measures. After the measures are implemented, the RCx expert will revisit the site to verify measures have been completed and will re-evaluate facility trending data.

The Retro-Commissioning Program consists of four major stages.

1. Application Phase
2. Planning, Investigation, and Recommendation (PIR) Phase
3. Implementation Phase
4. Verification Phase

1. Application Phase (approx. 3-4 weeks)

The retro-commissioning application phase begins with a pre-screening process. Interested clients must fill out a DCEO Public Sector RCx Notice of Interest (NOI) form to be considered for the program.

Once the NOI form is received, SEDAC will confirm eligibility of the project with the client. If eligible, SEDAC will assign a potential Retro-Commissioning Service Provider (if one has not been identified) to the project to develop a Scope of Work² and support the client in completing the RCx project application.

As part of the scope of work, SEDAC will direct the potential RSP to conduct a brief preliminary walkthrough of the property to assess energy savings potential for the building. Once both the RCx Project Application and Scope of Work are complete, the client will be notified within two weeks of project's acceptance or rejection.

In cases where a participant application is not accepted for enrollment, the applicant will be given the specific reasons the application was not accepted (e.g. the facility is not a good candidate for retro-commissioning because there are several major equipment renovations that should be completed prior to retro-commissioning). In addition, the customer will be directed to the appropriate DCEO programs (e.g. the Public Sector Electric Efficiency Standard and Custom Incentive Program for capital investment projects).

¹ The RCx study may also highlight energy savings opportunities found outside the scope of this project. These energy savings opportunities that are not part of the RCx process will be provided in a separate section of the RCx report.

² In the cases where SEDAC performs the RCx analysis in house, a formal scope of work during the application phase will not be required.

- **Customer Role:** Complete Notice of Intent and Application
- **RSP Role:** Develop Scope of Work, Assist Client with RCx Project Application
- **Deliverable:** Program Acceptance or Rejection
- **Duration:** 3 to 4 weeks

2. Planning, Investigation, and Recommendation Phase (PIR) (approx. 3-5 months)

Following acceptance of a project into the program and selection of an RSP, the Planning, Investigation, and Recommendation (PIR) phase begins. This phase commences with a project kick-off meeting with the owner representative, the customer's facility staff and contractors, the RSP, and SEDAC. As part of this phase, the RSP will then conduct detailed site assessments, diagnostic testing, and trending analyses to evaluate current facility operating procedures and equipment functionality. The findings are used to generate the Retro-Commissioning Plan for the project and assess potential measures and project economies. The Planning, Investigation & Recommendation Phase typically takes three to five months to complete³.

The Retro-Commissioning Plan establishes the framework and direction for the Implementation Phase. Upon its completion, another meeting is held with the owner representative and engineering staff to review the scope of the plan and the impacts and economics of the identified potential measures. The primary goal is to commit to spending at least \$10,000 for selected retro-commissioning measures that result in a bundled estimated simple payback of 1.5 years or less.

At the completion of this phase, the facility owner selects measures for implementation, which are noted on a Customer Selection Form that is submitted to DCEO with the Plan. Implementation of at least one measure must begin before May 31, 2015, and at least \$10,000 worth of selected measures must be implemented within 10 months or by March 31, 2016, whichever deadline arrives first.

- **Customer Role:** Provide building documentation and support RSP's information collection process. Complete Customer Selection Form provided in Retro-Commissioning Plan. Collect invoices, document in-house labor.
- **Deliverable:** Retro-Commissioning Plan, Completed Initial Customer Selection Form
- **Duration:** 3-5 months

3. Implementation Phase (approx. 2-10 months)

The Implementation Phase is the phase in which RCx measures are carried out. Throughout the Implementation Phase, the retro-commissioning measures and associated costs, savings, and economic impacts will be updated and summarized in the Customer Selection Form. In the event that additional retro-commissioning measures are discovered or existing measures are modified, the RSP will update the Customer Selection Form and review such measures with the owner.

³ Due to the nature of some measures (i.e. seasonal considerations with testing HVAC equipment), this phase may extend beyond five months. Extensions must be pre-approved by the DCEO Program Administrator.

The implementation team includes the facility engineers, operational staff, and the mechanical, electrical, and controls contractors. The goal of this phase is to fully implement all agreed-upon retro-commissioning measures and stand ready for final verification.

The implementation costs used to calculate project economics under the program of the measures are based upon reasonable, estimated market costs as determined solely by the program team. Resources to obtain estimated market costs include, but are not limited to: industry accepted project estimation resources, vendor quotes, or professional judgment. The customer is afforded the flexibility to utilize in-house staff or an outside contractor to implement retro-commissioning measures. Final implementation costs may vary from the estimated market costs; however, the actual implementation costs will be utilized to support RCx program requirements.

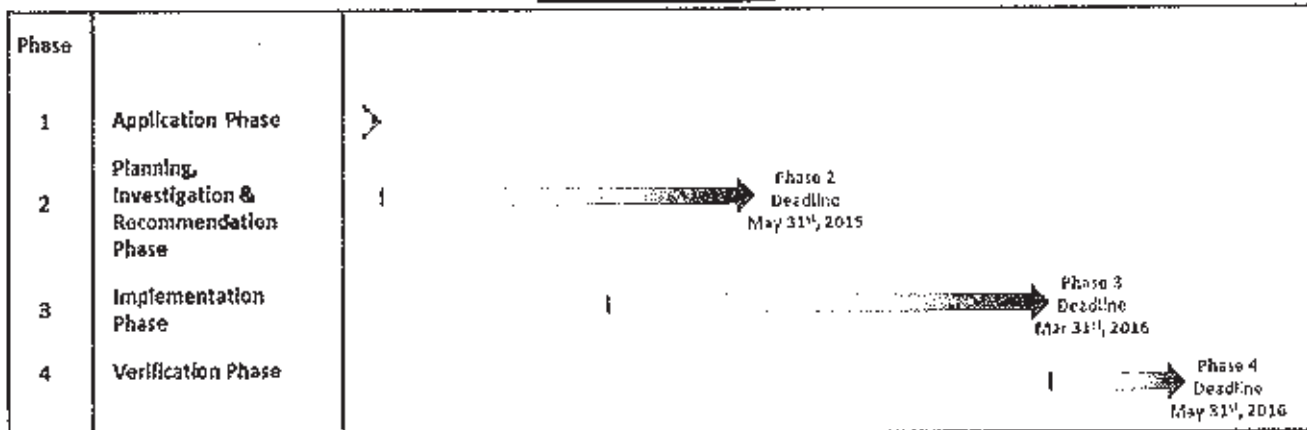
- **Customer Role:** Contract or arrange for implementation activities, and manage completion of recommended measures.
- **RSP Role:** Provide assistance to client, update customer selection form (if applicable), collect proof of RCM initiation.
- **Deliverable:** Implementation of Retro-commissioning Measures
- **Duration:** 2-10 months, depending on the month in which Implementation activities commence.

4. Verification Phase (*approx. 3-weeks-2 months*)

During the Verification Phase, the RSP evaluates facility trending data (from the building BAS, facility sub-meters, or utility meter) and revisits the site to verify that measures have been properly completed (e.g. new control strategies are functioning properly, repairs have been made, etc). The RSP then prepares and submits the Verification Report that summarizes the final findings and impacts from the project.

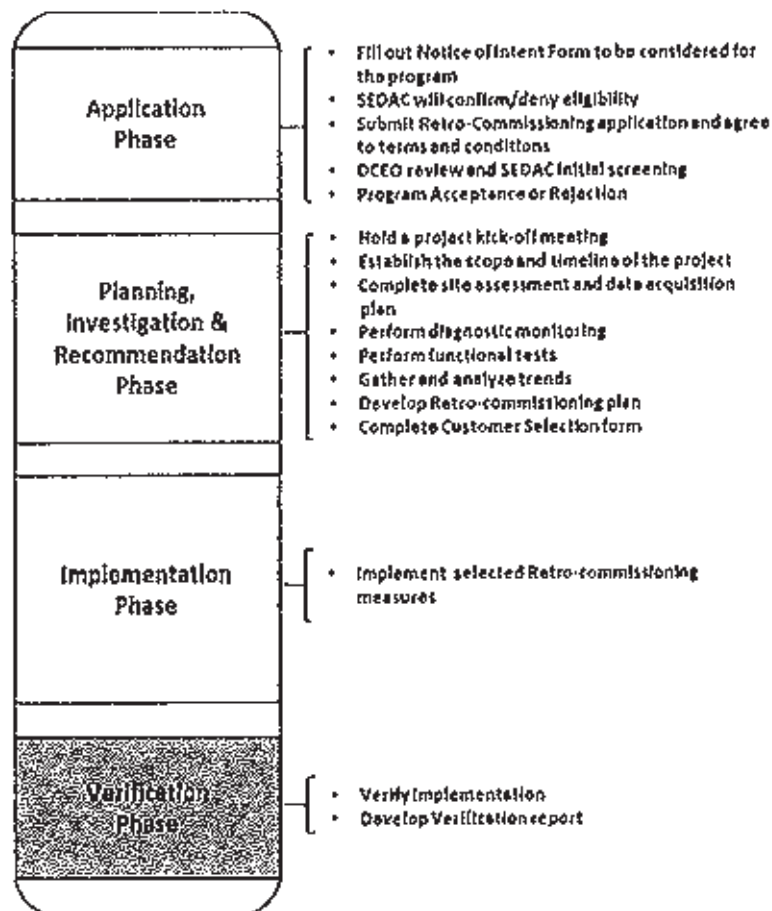
- **Customer Role:** Support RSP's verification process
- **Deliverable:** Verification Report and Verified Customer Selection Form
- **Duration:** 3 weeks-2 months, depending on the month in which Verification activities are completed.

Project Timeline



Note: Implementation of selected measures to meet minimum \$10,000 requirement must be completed within 10 months from receipt of the Retro-Commissioning Plan or before March 31st, 2016, whichever deadline arrives first.

Retro-Commissioning Process Overview





PUBLIC SECTOR

RETRO-COMMISSIONING PROGRAM • 2014-2015

APPLICATION

The Public Sector Retro-Commissioning (RCx) Program is available to qualifying public sector customers within the Commonwealth Edison and Ameren Illinois Utilities service areas. The goal of this program is to help facility owners identify and implement opportunities to improve the efficiency of major energy systems and reduce energy costs without adversely affecting facility or system operations.

Pre Application Checklist

Please confirm you meet the following minimum eligibility requirements before submitting an application to participate in the program:

- ☒ Are you an Ameren Illinois or Commonwealth Edison electricity delivery services customer, regardless of which electric supplier you have chosen to purchase power from?
- ☒ Are you an Ameren Illinois, Nicor Gas, North Shore Gas, or Peoples Gas natural gas delivery services customer?
- ☒ Is your building a public facility, such as government, municipal, or public school?
- ☒ Is your building at least 5 years old and exceeds 150,000 ft² in gross space?⁴
- ☒ Does your building have an existing and functional building automation system (BAS)?

IF SELECTED FOR PARTICIPATION, CAN YOU ACCEPT THE FOLLOWING RESPONSIBILITIES?

- ☒ Are you willing to commit to spending at least \$10,000 on the implementation of selected retro-commissioning measures?
- ☒ Are you willing to provide access to the facility and time for facility personnel to interface with the retro-commissioning service provider during all phases of the project?
- ☒ Are you willing to provide and assist with the reporting and collection of information pertaining to the operation of the facility during all phases of the project? Additionally, if applicable, will you make every effort to allow the RSP access to the BAS?
- ☒ Are you willing to initiate implementation of at least one mutually selected retro-commissioning measure according to the scope and procedures outlined by SEDAC no later than May 31, 2015 and implement at least \$10,000 worth of selected measures within 10 months, or by March 31st, 2016, whichever deadline arrives first?

NEXT STEPS

If you answered yes to the above questions, please complete this application and submit it to SEDAC for consideration. In reviewing your application, SEDAC will look for evidence that cost-effective retro-commissioning opportunities exist at your facility. SEDAC's decision regarding selection of program applicants and the retro-commissioning program will be final and binding for all parties.

⁴ Preferably, the facility should be at least 5 years old and exceed 150,000 (gross) square feet. However, newer and smaller buildings with a high energy savings potential may be considered.



PUBLIC SECTOR

RETRO-COMMISSIONING PROGRAM • 2014-2015

Customer Acceptance of Application Terms

By signing below, I certify that:

- ☒ The information contained in this application is accurate and complete to the best of my knowledge, and I will provide additional information if requested;
- ☒ I have read and understood the obligations of program participants, including the commitment of \$10,000 to implement selected retro-commissioning measures, and I agree to make a good faith effort to comply with all requirements if selected for participation in the program;
- ☒ Ameren Illinois, Commonwealth Edison, Nicor Gas, North Shore Gas or Peoples Gas may release historical account data to the program administrator – including SEDAC (University of Illinois/360 Energy Group, LLC) and the assigned Retro-Commissioning Service Provider – for the facility under consideration.

(Signature of individual with authority to bind applicant to these terms required)

Signature: _____

Name (printed): _____

Title: _____

Date: _____

Submit Completed Applications To:

For SEDAC RCx service, please send this completed application to:

312-264-2379 (fax) or RCx@SEDAC.org (email)

Questions may be directed to:

Robert Imiger, 360EG SEDAC Program Manager
312-546-9961 (voice) or robert@SEDAC.org (email)

Contact Information

Facility name: US Cellular Coliseum		Facility owner name: City of Bloomington (Illinois)	
Facility address: 101 South Madison Street			
City: Bloomington		State: Illinois	Zip: 61701
Federal Employer Identification Number (FEIN): 376001563			
Project contact name: Jim Appio		Project contact title: Associate General Manager - Operations	
Project contact phone: 309-434-2665		Project contact fax: 309--434-2667	
Project contact email: jimappio@uscellularcoliseum.com			
Property manager: n/a		Property Management Firm: n/a	
Facility engineer: Russ Waller		Facility engineer firm: City of Bloomington	
Program referred to you by: Jim McNally, P.E. - McNally Engineers Ltd.			

General Facility Information

Facility name: US Cellular Coliseum		
Facility type: Ice rink, stadium		
Year of Construction: 2006	Number of Floors: 3	
Total floor area (ft ²): 180,000	Total conditioned area (ft ²): 180,000	% currently occupied: 100%

Electric Utility Account Info

Delivery company: ☒ Ameren ☐ ComEd	
Supply company (if different from delivery company): Homefield	
Account number(s): 62844-76009	Meter number(s): 07798534
Total annual electricity use (kW/yr): 4,765,143 kWh (2013)	Total annual electric cost (\$): \$343,046 (2013)
Electric peak demand (kW): 1,299 KW (2011)	Month of electric peak demand: July

Natural Gas Utility Account Info

Delivery company: ☐ Ameren ☒ Nicor Gas ☐ North Shore Gas ☐ Peoples Gas	
Supply company (if different from delivery company):	
Account number(s): 5620669770 0	Meter number(s): 1508833
Total annual gas use (therms/yr): 178,535 therms (2013)	Total annual gas cost (\$): \$97,639 (2013)

Facility General Description

Outline the major facility space types, their scheduling, and typical occupant density (e.g. 10,000 ft², 24 hour computer center that is unoccupied).

Describe the major interior loads of the facility and identify any that dictate how the HVAC system is operated. (Add additional rows as necessary.)

Space / Location	Type	# of Occupants	Scheduled Hours and Days of Occupancy
US Cellular Ice (Bowl)	Hockey stadium	Seats 5,000-hockey	Varies with scheduled events.
Pepsi Ice	Public ice rink	300	7AM-11PM (7 days/week)
Administrative	Offices		8AM-5PM (also occupied during schedul

Briefly describe past energy efficiency projects or studies completed for the facility.

SEDAC Level-III study, Lighting: T5 fixtures added at Bowl for non-event use.

Describe any currently planned energy efficiency, renovation, or equipment replacement/upgrade projects for the facility.

Present plans are to get the building HVAC & controls back to being fully operational.

Are there any scheduling issues that could affect the retro-commissioning work (e.g. major renovations or equipment replacements/upgrades)?

No

Facility Staff

Please identify key individuals responsible for the operation of the facility and state how long they have held their current positions.

Contact Name	Position	Years in this Position	Facility Responsibilities
Jim Appio	Asst. GM- Ops.	9 years	in charge of maintaining the facility
Brandon Scheirer	Facility Engr.	1.5 years	HVAC and control maintenance

Please indicate the level of access and capability the chief facility engineer, staff, and/or controls contractor have to interact with the facility's building automation system (BAS) (select one):

- ☐ None
- ☐ Some (e.g. able to adjust set points and schedules)
- ☒ Full (e.g. able to modify control logic and trend facility data)

Indicate what training resources are available to the facility staff (check all that apply):

- ☐ None
- ☐ In-house
- ☒ Manufacturer or vendor courses
- ☐ Utility courses
- ☐ College/vocational schools
- ☐ Professional associations
- ☐ Other: _____

Describe the facility manager's and staff's receptiveness to and interest in improving the energy efficiency of the facility.

Very interested in reducing energy use.

Is anyone tracking on-going energy use?

Monthly electricity and gas use is put into a spreadsheet.

If accepted into the program, designate individuals that will act as a part of the owner's project team and the amount of discretionary time to assist in the retro-commissioning process:

Position	Name	Amount of Time to Assist (per week)
Building Chief Engineer:	Brandon Scheirer	3-4 hrs/week
Operations Manager:	Jim Applo	2-3 hours/week
Safety Manager:		
Sustainability Coordinator:		
Internal Controls Specialist:		
External Controls Contractor:		
Others:		

Building Automation System

Identify the type and manufacturer of the facility's building automation system (BAS). If the facility does not have a BAS, please indicate.

JCI Metasys

Is the BAS capable of trending and storing data for numerous points simultaneously?

Yes

When is the BAS likely to be replaced or receive a major upgrade?

Not in near future

What components of the facility are controlled with direct digital control (DDC) equipment?

Fan Start/Stop, damper modulation, AHU and space temperature setpoint & control, valve modulation, Chilled & hot water temperature setpoint & control. Lighting control in ice rinks, public corridors, and concourse areas.

What components of the facility are controlled, not just actuated, pneumatically?

None

Summarize any peak load shedding strategies currently being used.

None

Is the BAS managed internally or through an external controls contractor? internally

If managed externally, please provide the following:

Controls Contractor Contact Info	
Company name:	Name of primary contact person:
Contact phone:	Contact email address:

Equipment Inventory

Please complete the following table listing the facilities major HVAC and lighting system components. Add more rows as necessary.

Equipment	Type	Size	Age
Cooling equipment			
Chiller 1 (example)	Centrifugal	300 tons	15 years
Chiller-1 (brine)	CIMCO	80 tons	8 years
Chiller-2 (brine)	CIMCO	80 tons	8 years
Chiller-3 (brine)	CIMCO	80 tons	8 years
Heat Rejection equipment			
Cooling Tower 1 (example)	Open, cross flow, induced draft	350 tons	15 years
Cooling tower-1	BAC centrifugal fan type	240 tons	8 years
Heating Equipment			
Boiler 1 (example)	Hot water condensing	1200 MBH	15 years
Boiler-1	(atmospheric)	1630 MBH	8 years
Boiler-2	(atmospheric)	1630 MBH	8 years
Air handling equipment			
AHU 1 (example)	VAV w/hot water reheat	25,000 CFM	5 years
There are 17 RTUs in the building	CV w/ gas-fired heat & DX cooling	167,500 cfm	8 years
See attached Air Handler table.			

Air Handlers

US Cellular Coliseum
Bloomington, Illinois

Tag	Type Serves	Supply Air (CFM)	Fan Motor HP	Htg	AC
	TOTALS	167,500	207.5		
AHU-1	Bowl		75	Gas-fired	DX
AHU-2	Bowl		75	Gas-fired	DX
AHU-3	Lockers		5	Gas-fired	DX
AHU-4	Lockers		5	Gas-fired	DX
AHU-5	Pepsi Ice Dehumidifier		7.5	Gas-fired	
AHU-6	Admin Offices		5	Gas-fired	DX
AHU-7	Event Level Offices			Gas-fired	DX
AHU-8	Concourse		1	Gas-fired	DX
AHU-9	Concourse		1	Gas-fired	DX
AHU-10	Offices		3	Gas-fired	DX
AHU-11	Bldg Ofc		5	Gas-fired	DX
AHU-13	Kitchen		10	Gas-fired	DX
AHU-14	Sound Room		3	Gas-fired	DX
AHU-15	Entry		3	Gas-fired	DX
AHU-16	Rest. Dining Area		3	Gas-fired	DX
AHU-17	N. Suite Level Corridor		3	Gas-fired	DX
AHU-18	S. Suite Level Corridor		3	Gas-fired	DX

Domestic water heating equipment			
DHW 1 (example)	Natural gas fired	20,000 BTUH	10 years
DWH-1 & DWH-2 (showers)	Natural gas	400 MBH each	8 years
ZWH-1 & ZWH-2 (for Zambonis)	Natural Gas	200 MBH each	8 years
5 electric wtr htrs (for concessions)	Electric	18 KW each	8 years
Lighting systems			
Main office area (example)	32W T8s w/electronic ballasts	40% of occupied ft2	4 years
Main Ice (Bowl)	1000 Watt MH	40% of bldg	8 years
Pepsi Ice	32W T8s w/elect ballast hibay fixtures	20% of bldg	4 years
Other areas	32W T8s w/ elect ballast 2x4 lay-in fixt	40% of bldg	8 years

Outline the current control strategies of the facility's HVAC and lighting systems.

Strategy	Description
Cooling Equipment	
What is the operating schedule of major cooling equipment?	Ice making: Available all year. RTUs have their own DX cooling system available on demand.
What is the chilled water supply temperature set point?	15 F to 8 F
What is the condenser water set point? Is it reset?	dnw
Are there VFDs on the cooling tower fans?	No. There are 2-speed motors.
Describe the cooling equipment staging strategy.	Staging is to maintain brine temp. at setpoint.
Describe the use of any air-side or water-side economizers.	Compressor heat is used for underfloor (under ice) heating.
Heating Equipment	
What is the operating schedule of major heating equipment?	Available at all times in the year.
What is the maximum operating temperature?	180 Deg F
Describe the heating equipment staging strategy.	Boilers staged to maintain setpoint temp.
What is the entering and leaving water temperature? Is it reset?	yes
What is the flow rate?	don't know
What is the maximum working pressure?	12 psi
Air Handling Equipment	
Does the HVAC system have an automatic shutdown?	Yes. However it is not used due to problems.
Is an optimum start/stop strategy used?	No
Is the air distribution system VAV or CV?	CV
Are the VAV boxes Fan Powered?	n/a
For VAV systems, what is the supply static pressure set point?	n/a
For VAV systems, is a supply static pressure reset strategy used? If yes, please indicate the strategy(ies) used.	n/a
Are VAV terminal units DDC controlled through a global controller?	n/a
Do the VAV terminal units' DDC controllers have capability to be scheduled?	n/a

Does the facility use a zone temperature setback/setup strategy?	no.
What is the supply air temperature set point during the summer?	55 F
Is a supply air temperature reset strategy used? If yes, please indicate the strategy(ies) used. If there is not enough room on the application, please attach information to the application.	No.
What type of reheat does the air distribution system have, if any?	Hot water coils. Also, there are perimeter htg and unit heaters.
What is the heating energy source (e.g. gas, electric)?	gas
How is outdoor air intake controlled?	fixed min oa. w/economizer control.
What is the minimum outside air fraction setting?	15%
Is the system equipped with zone isolation devices for minimizing energy use in off-peak hours?	No. However there are 18 separate RTUs in the building which can be controlled separately.
Is there exhaust air heat recovery?	Yes. There are air-side heat recovery units in the locker
Domestic water heating equipment	
What is the hot water set point temperature?	115-120 F.
Is there a circulating pump on the domestic hot water system? If so, is its operation scheduled?	Yes. It operates continuously.
Lighting systems	
Describe the lighting system controls and current scheduling.	Manual. Pepsi Ice & Main Ice lights OFF when unoccupied. Corridors and other large public areas' lights are controlled via the BAS.

Additional Questions

Describe the age and availability of any as-built drawings and sequences of operation for the facility's HVAC system?

All drawings are available in paper and digital forms. Sequences of operation may not be available.

What is currently the most prominent issue related to operation of the HVAC and lighting systems, and how is it being managed?

The biggest problem is keeping building pressure from going negative. There is 120,000cfm of exhaust fans installed. Some operate continuously. There is about 167,500 cfm of air handlers--72% OA. It is managed by running RTUs continuously.

Summarize problems or opportunities for improvement that currently exist related to the HVAC and lighting systems.

The problem: How to dial down HVAC systems between events (i.e. to reduce space temperature and AHU air flow while not allowing condensation to form on building surfaces, and not allow building pressure to become negative relative to the outside.)

What is the primary source of occupant complaints within the facility?

Certain areas have +/- 13 Degree F temperature swings.

Describe any opportunities for improved operation and maintenance procedures at the facility.

Procedures are to be developed around properly functioning HVAC and Control systems. In support of this, a Master Event Schedule concept is being explored.

What are your top 5 priorities for facility operation?

1. Control building pressure
 2. Get all exhaust fans fully functioning on BAS. (Control and Status signals)
 3. Temperature control at concert events (have difficulty keeping the space cool). It appears to be a control issue.
 4. Get airside economizers to function.
 5. Better control of humidity.
-

What are your facility's energy efficiency or sustainability goals?

It is desired to achieve setback conditions during non-event periods. It is estimated that savings in excess of 25% may be attainable.

Are you willing to incorporate new procedures (such as equipment scheduling) into facilities operation?

Yes.

From: Robert Irmiger <robert@360eg.com>
To: "rwaller@cityblm.org" <rwaller@cityblm.org>

Date: Wednesday, January 21, 2015 02:55PM
Subject: IL Energy Now RCx program follow-up

Hi Russ,

Per our conversation today, below you will find references for past retro-commissioning projects completed in the IL Energy Now RCx program (frmly the SEDAC RCx program). Additionally, re: penalty for not implementing measures, while the full cost of the study is dependent on a number of factors, we are comfortable with a maximum liability (not to exceed) of \$65,000 for the City of Bloomington on the US Cellular project. Please note that this value could be lower and would likely fall in the range of \$30,000 - \$65,000 for the US Cellular Coliseum project. Per our conversation, the implementation cost minimum is well below this value at \$10,000.

As a friendly reminder, the RCx program is designed help public entities overcome one of the biggest project hurdles, which is the initial planning and identification of energy opportunities – as such, the program helps public entities overcome this hurdle by taking on the financial risk of the initial engineering analysis at no-cost to the client. If for any reason we do not identify enough energy savings opportunities within the total package simple payback of 1.5 yrs or less, your facility would not be required to meet the \$10,000 commitment, but would be asked to make a good faith effort in implementing energy savings measures.

References:

Logan County Courthouse (Lincoln, IL)

Jan Schumacher

217.737.8401

jschumacher@co.logan.il.us

Illinois School for the Deaf (Jacksonville, IL)

Chuck Black

217.370.6145

Charles.black@illinois.gov

Normal Children's Discovery Museum (Normal, IL)*

John Schoenbrun

309.824.5477

jschoenbrun@normal.org

Note: While I spoke to John Schoenbrun recently, this project was completed in 2009 and is one of our older and smaller projects.

Please let me know if you need any further information.

Thanks,



Robert Irmiger, Program Manager

360 Energy Group, LLC

8770 West Bryn Mawr Avenue, Suite 1300, Chicago, Illinois 60631, USA

Ph. 1.312.546.9961 • Fx. 1.312.264.0657 • robert@360eg.com • www.360eg.com

Co-Administering the Smart Energy Design Assistance Program • www.SEDAC.org



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DCEO ILLINOIS ENERGY NOW

Retro-Commissioning Plan



Illinois Energy Now Retro-Commissioning Plan U.S. Cellular Coliseum

Facility Address: 101 South Madison Street, Bloomington, Illinois 61701

SEDAC RCx Service Provider: Jim McNally PE, McNally Engineers Ltd, Lindenhurst, IL

Published: May 10th, 2015



Illinois
Department of Commerce
& Economic Opportunity



SEDAC
SMART ENERGY DEMAND ASSISTANCE CENTER

DISCLAIMER

This report was prepared as the result of work by McNally Engineers Ltd, a contractor for the [Smart Energy Design Assistance Center](#) (SEDAC). It does not necessarily represent the views of the University of Illinois, its employees, or the State of Illinois. The SEDAC, the State of Illinois, its employees, contractors and subcontractors make no warrant, express or implied, and assume no legal liability for the information in this report; nor does any party represent that the uses of this information will not infringe upon privately owned rights. SEDAC is sponsored by the [Illinois Department of Commerce and Economic Opportunity's Illinois Energy Now](#) (IEN) Program in partnership with investor-owned utilities to achieve energy efficiency savings in buildings throughout the State of Illinois. This report has not been approved or disapproved by the Illinois Department of Commerce and Economic Opportunity (DCEO) nor has the Department passed upon the accuracy or adequacy of the information in this report.

The intent of this Retro-Commissioning Plan is to provide a reasonably accurate calculation of potential energy and demand savings. Actual results will vary. The City of Bloomington, IL shall independently evaluate any advice or suggestions provided in this report. In no event will McNally Engineers Ltd, 360 Energy Group, LLC, SEDAC, or Illinois DCEO be liable for the failure of the customer to achieve a specified amount of energy or demand savings, the operation of the customer's facilities, or any incidental or consequential damages of any kind in connection with this report or the installation of evaluated measures. All savings and cost estimates in the report are for informational purposes, and are not to be construed as a design document or as guarantees.

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EXECUTIVE SUMMARY

The Smart Energy Design Assistance Center (SEDAC) performed a Retro-Commissioning (RCx) analysis of US Cellular Coliseum located in Bloomington, IL. The program is funded through the Illinois Department of Commerce and Economic Opportunity Public Sector RCx Program and purpose is to help public sector clients identify low-cost to no-cost energy saving improvements that will have an estimated total payback of 1.5 years or less.

Target Return (SPB < 1.5yr) RCxM Package Summary:

This report identifies four (4) Retro-Commissioning Measures (RCxMs). The implementation costs presented in this report are estimated based on contractor quotes and reviewed by the RSP's engineering staff.

Based on the preliminary findings detailed in Table 1, if the City of Bloomington implements the Target Return RCxM Package with a 1.05 year payback, they can expect to see an estimated annual energy savings of:

Electricity: 1,057,827 kWh	26 % electricity savings
Natural Gas: 133,322 Therms	58.5 % natural gas savings
Overall Energy Savings: 16,942,590 kBtu	43 % overall energy savings
Cost Savings: \$133,874	30 % cost savings
IEN Incentives Available: \$ 102,205	73 % Project Cost

Cost Savings



Table 1: Preliminary Savings Estimates

RCxM No.	Measure Description	Measure Interaction ²	Projected Annual Savings						Implementa- tion Cost (S)	Available DCEO Incentives (S)	SPB Without Incentives (Years)	RCxM Packages	
			Electric Savings (kWh)	Electric Demand Savings Average (kW/Mo) ¹	Electric Cost Savings (S)	Natural Gas Savings (therms)	Natural Gas Cost Savings (S)	Total Cost Savings (S)	Facility Cost Savings (%)			Program RCxM Package (X) ³	Total RCxM Package (X)
1	PG-1: ARENA / CONCOURSE AIR SYSTEM MANAGEMENT	NONE	864,721	-3.6	\$40,034	88,582	\$56,464	\$96,293	21.4%	\$77,423	1.07	X	X
2	PG-2: KITCHEN / RESTAURANT AIR SYSTEM MANAGEMENT	None	109,507	2.6	\$5,218	24,188	\$15,418	\$20,636	4.6%	\$16,722	1.08	X	X
3	SCHEDULE OFFICE HVAC AIR SYSTEM	None	62,232	-4.4	\$2,625	17,500	\$11,155	\$13,780	3.1%	\$0	0.34	X	X
4	OPTIMUM START OF AIR HANDLERS	RCxM-1, -2, -6, -7	21,366	4.0	\$1,219	3,052	\$1,946	\$3,165	0.7%	\$8,060	3.40	X	X
Target Return (SPB < 1.5yr) Package ^{4,5}			1,057,827	-1.4	\$49,096	133,322	\$84,983	\$133,874	30%	\$102,205	1.05		
All RCxM Package ^{4,5}			1,057,827	-1.4	\$49,096	133,322	\$84,983	\$133,874	30%	\$102,205	1.05		

1. Electric Demand Savings Average is calculated separately first by determining electrical demand reduction individually for each of the 12 months corresponding to peak demand times of the facility, as expected to be reflected on the utility bills, and then averaging these values. If the customer is not assessed demand charges, then costs savings associated with the Electric Demand Savings Average will be zero.

2. Interaction occurs when savings potential for an RCxM is reduced due to savings overlap from implementation of other RCxMs. Measure interactions are noted in this column.

3. Target Return RCxM Package maximizes energy savings potential and meet the 1.5 year overall payback requirement.

4. Where measures are mutually exclusive, only the measure with the highest energy savings potential has been chosen for RCxM packages.

5. All packages consider full interactive effects between the constituent measures.

Note: While program participants are allowed to apply for Illinois DCEO standard and custom incentives for retro-commissioning measures identified in this analysis, participants cannot count any measures for which DCEO incentives were received towards their minimum \$10,000 implementation cost requirement. For more information about DCEO's standard and custom incentives, please go to: www.illinoisenergy.org

Table 2: Brief Description of RCxMs

#	Description
RCxM-1	Pressure Group-1: ARENA / CONCOURSE AIR SYSTEM MANAGEMENT The main arena is connected to the surrounding concourse and the locker rooms by several passageways. The arena, concourse, and locker rooms form Pressure Group (PG-1). By design, return air from the concourse air handlers is drawn from the Arena. This in turn causes unwanted outside air to pass through the Arena. Also, there are 25 exhaust fans connected to Pressure Group #1 exhausting a total of 53,700 CFM-E. The total fan motor power is 18.9HP. Of the total exhaust fans, 34,000 CFME is exhausted directly from the Concourse. Supply air handlers #1, 2, 4, 8, & 9 condition and supply outside air to PG-1. The goal of this measure is to allow the Arena and Concourse air systems to operate at greatly reduced outside air quantities when not required by an event and when the space is unoccupied. For a given Event, the BAS would start appropriate exhaust fans and air handlers, and control OA dampers to minimize outside air when not needed. The control system would limit the minimum outside air to keep the dew point temperature of air in the Arena at or above the coldest building element. Dew point control would only be in effect if the space dew point temperature were near the estimated coldest building element temperature. Thirty control mode sets have been identified. These describe fan operation, outside air, exhaust air, setpoint temperatures & RH. Conditions. Control Modes are used to build “Event Days” which define HVAC operation for specific Event Types. Event Days are scheduled. Event Days are presently limited to the Arena and Concourse, however, the use could be expanded to defining the entire building’s BAS schedules with a single entry.
RCxM-2	Pressure Group-2: KITCHEN / RESTAURANT AIR SYSTEM MANAGEMENT Presently the kitchen hood exhaust fans run continuously [at 14,000 cfm]. The supply fans (AHU-13 & MAU-1) can provide 12,975 cfm outside air at [slightly lower] design conditions. The goal of this measure is to allow kitchen air systems to operate at greatly reduced outside air quantities when the kitchen is not fully occupied. The stated reason for continuous exhaust fan operation is to combat fumes emitted by the grill pilot lights. [As part of this measure, investigate converting the gas grills to spark ignition.] Other elements of the solution include adding VFDs to an exhaust fan and MAU-1 as well as a control strategy to minimize OA when possible and to keep the air pressure difference between the kitchen and restaurant at or near 0" H2O.
RCxM-3	OFFICE HVAC AIR SYSTEM MANAGEMENT Several air handling units serve largely office functions of the building. This measure deals with adding scheduled HVAC system start/stop control. The affected units are AHU-6, -7, -10, -11, & -14. These HVAC systems presently run continuously in the Occupied Mode.

RCxM-4	ADD OPTIMUM START FOR AIR HANDLERS The building automation system has a basic scheduling system; optimum start of air handlers is apparently not implemented. With scheduled-start of air handlers, the operator usually selects a safe start time which in temperate weather can be very conservative resulting in starts several hours in advance of occupancy. The optimum start function determines when to start the system such that at the time of occupancy the space is at setpoint temperature. The following [14] air handlers are included in this measure: AHU-1, -2, -6, -7, -8, -9, -10, -11, -13, -14, -16, -17, and -18.
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INTRODUCTION

The purpose of Illinois Department of Commerce & Economic Opportunity (DCEO) Public Sector RCx Program is to help public sector clients identify low-cost to no-cost energy saving improvements that will have an estimated total payback of 1.5 years or less. Instead of focusing attention on capital improvements, the program offers retro-commissioning guidance by identifying measures to improve the control, scheduling, and operation of a building so it can meet peak performance. The end result: significant energy and demand savings that, in many cases, also improve occupant comfort and productivity.

The Smart Energy Design Assistance Center (SEDAC) manages the Illinois DCEO's Public Sector Retro-Commissioning (RCx) Program. SEDAC is an applied research program at the University of Illinois at Urbana-Champaign. The 360 Energy Group is a collaborative partner working with SEDAC.

The RCx analysis is fully funded by Illinois Department of Commerce & Economic Opportunity (DCEO). Participants are expected to cover the costs associated with implementing the measures recommended by the retro-commissioning analysis (\$10,000 minimum requirement), arranging implementation in a timely matter, attending meetings, and assisting Retro-commissioning Service Providers (RSPs) in acquiring facility information.

The RCx program is a 1.5-2 year program and consists of four major stages, including:

- Application Phase
- Planning, Investigation, and Recommendation (PIR) Phase
- Implementation Phase
- Verification Phase

PROJECT OBJECTIVES

Most buildings have never gone through a formal, systematic commissioning or quality assurance process, and are likely performing below their potential. Retro-commissioning is designed to assist in improving building performance, and in the process capture the energy and demand savings opportunities. Retro-commissioning not only identifies problems due to design flaws or events that occurred during construction, just as traditional commissioning of a new building does, but it also identifies and recommends solutions to problems that have developed during the building's existence.

Efficient operation of existing major building systems presents a significant potential for energy and demand savings, usually with little or no capital investment. A key goal of the retro-commissioning process involves achieving this efficient operation. Retro-commissioning seeks to assist with equipment and system functionality, and optimizing their integrated operation to reduce energy waste and improve building performance and occupant comfort.

The goals of the retro-commissioning effort are as follows:

1. Reduction in peak electrical demand and related costs.
2. Reduction in annual electrical and gas consumption and annual costs.
3. Improved building system control and occupant comfort.

PROJECT SCOPE

When the application is approved by the program, the retro-commissioning process begins with the Planning, Investigation, and Recommendation Phase (PIR), which consists of identification of project objectives, targeting of systems for improvements, and defining tasks and responsibilities. During this phase, the RSP conducted detailed site assessments, diagnostic testing, and trending analyses, as necessary to evaluate current facility operating procedures and equipment functionality. The findings were used to generate a Retro-Commissioning Plan for the project and to assess potential measures and project economics. At the completion of the PIR phase, the facility owner will select measures for implementation, which are noted on a Customer Selection Form that is submitted to DCEO with the Plan.

The Implementation Phase begins immediately following the conclusion of the PIR Phase. During the Implementation Phase the RCx measures are carried out. Throughout the Implementation Phase, the retro-commissioning measures and associated costs, savings, and economic impacts will be updated and summarized in the Customer Selection Form. In the event that additional retro-commissioning measures are discovered or existing measures are modified, the RSP will update the Customer Selection Form and review such measures with the owner.

The Verification Phase follows the Implementation Phase. During the Verification Phase, the RSP will re-evaluate facility trending data (from the building BAS, facility sub-meters, or utility meter), revisit the site to verify that measures have been properly completed (e.g. new control strategies are functioning properly, repairs have been made, etc.), and that the projected savings are not affected. In the event that the projected savings are affected, the RSP will recalculate the new savings figures.

To be eligible for the retro-commissioning service, the customer must commit to the following for participation in the DCEO Retro-Commissioning program:

- Commit to spending at least \$10,000 to implement agreed upon retro-commissioning measures (RCxMs)¹
- Begin implementation of measures in the current fiscal year (ending May 31, 2015)
- Upon receipt of RCx plan, implement at least \$10,000 worth of selected measures within 10 months, or by March 31st, 2016, whichever deadline arrives first.
- For projects that are not completed within this timeline, the customer will be expected to reimburse SEDAC for the full cost of the RCx analysis and program funded activities.

Retro-commissioning does not address fire and life safety or basic equipment safety controls. Additionally, the retro-commissioning service does not provide services for new construction or to meet commissioning requirements of other incentive programs offered by the DCEO.

¹ While program participants are allowed to apply for Illinois DCEO standard and custom incentives for retro-commissioning measures identified in this analysis, participants cannot count any measures for which DCEO incentives were received towards their minimum \$10,000 implementation cost requirement. For more information about DCEO's standard and custom incentives, please go to: www.illinoisenergy.org

ENERGY METRICS

The following table presents basic information about the building. The electricity and natural gas prices are provided by Coliseum's management as the price is constantly changing based on the market. Additional utility bill history and analysis is provided in Appendix-A and Appendix-B.

Table 3: Building Energy Information

Area Information	
Total floor space (SF)	180,000
Total gross floor space (SF)	180,000
Electric Information	
Electric Supply Company and Account Number	Homefield 62844-76009
Electric Delivery Company & Account Number	Ameren 62844-76009
Electric Meter Numbers	1
Rate Schedule	DS - Lg General Svc (DS-4) 1000 kW And Above
Annual Electric Usage (kWh) (2014)	4,756,234
Peak demand (kW)	1,299
Annual Electric Cost (\$)	\$306,730
Average Non-Blended Electric Cost/kWh (\$)	\$0.046
kW/SF	0.0072
Natural Gas Information	
Gas Supply Company and Account Number	Nicor 5620669770 0
Gas Delivery Company & Account Number	Nicor 5620669770 0
Gas Meter Number	1508833
Rate Schedule	N/A
Annual Gas Usage (Therms) (Dec '13 -Nov '14)	225,395
Annual Gas Cost (\$)	\$143,672
Average Gas Cost/Therm (\$)	\$0.6374
Building Energy Intensities	
kBtu/SF	215.4
\$/SF	\$2.50
KWH/SF/Yr	26.4
Therms/SF/Yr	1.25

Values calculated by the RSP based on utility bill information provided by the client.

ENERGY CONSUMPTION BREAKDOWN BY END USE

Based on the energy analysis of the facility, the following is an estimated breakout of energy use and cost for the BASELINE period (2014).

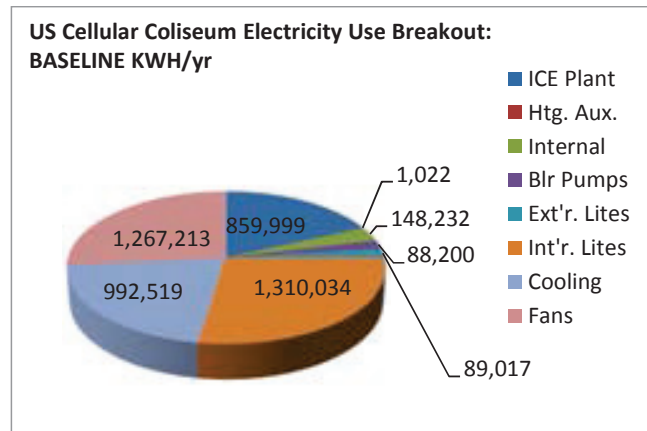


Figure 1A: Electricity Consumption by End Use

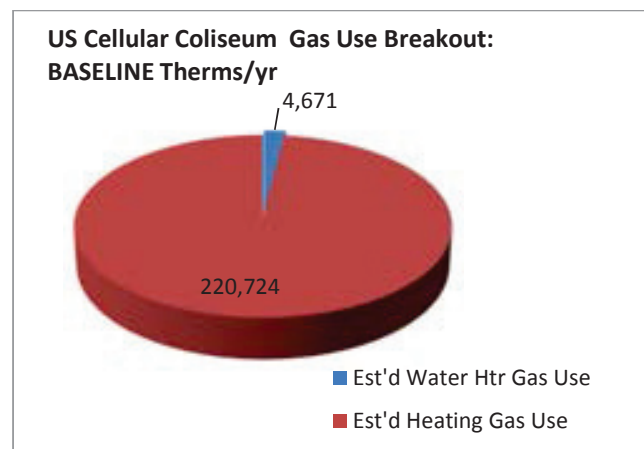


Figure 1B: Natural Gas Consumption by End Use

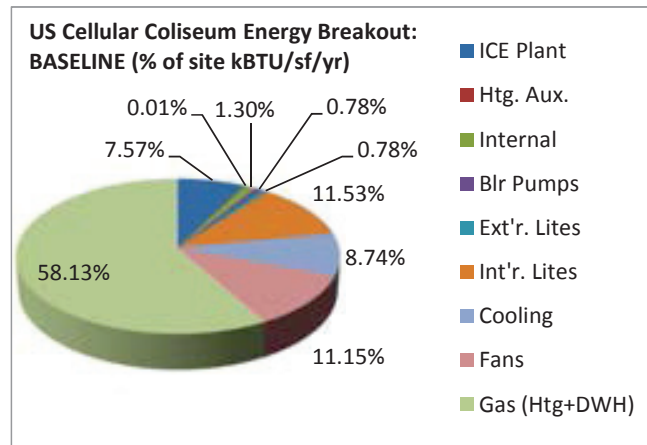


Figure 1C: Site Energy Consumption by End Use

Table 4: Baseline Energy Breakout (2014)

BASELINE Breakout												
item	Units		TOTALS	ICE Plant	Htg. Aux.	Internal	Blr Pumps	Ext'r. Lites	Int'r. Lites	Cooling	Fans	Gas (Htg+DWH)
Electric	KWH	Base-line Est.	4,756,234	859,999	1,022	148,232	88,200	89,017	1,310,034	992,519	1,267,213	
Gas	Thrms	Actual	225,395									225,395
Site Energy	KBTU		38,772,514	2,935,175	3,487	505,914	301,026	303,815	4,471,145	3,387,467	4,324,996	22,539,487
	KBTU/sf		215.40	16.31	0.02	2.81	1.67	1.69	24.84	18.82	24.03	125.22
Site Energy	%		100.0%	7.57%	0.01%	1.30%	0.78%	0.78%	11.53%	8.74%	11.15%	58.13%
	Annual Cost (\$)		\$453,869	\$54,591	\$66	\$9,796	\$5,829	\$5,883	\$81,757	\$65,073	\$83,747	\$147,127
rev. 5/3/15												

Energy Use Index

There are no Energy Use Indices for buildings of this nature. An Energy Star score is unavailable. What is provided instead is a comparison of the facility's performance from 2011 through 2014.

Table 5: Coliseum: Annual Energy Use Comparison (2011-2014)

	Calendar	Electricity			Gas		
	Year	KWH	Delta KWH	Delta %	Therms	Delta thrms	Delta %
	2010						
TARGET	2011	3,882,064	-874,170	-18.38%	79,145	-120,420	-60.34%
	2012	4,283,708	-472,526	-9.93%	117,513	-82,052	-41.12%
	2013	5,117,997	361,763	7.61%	178,536	-21,029	-10.54%
	2014	4,756,234	0	0.00%	199,565	0	0.00%

Note:

Calendar year 2011 [TARGET] uses is 18.4% less power and 60.3% less gas than the 2014 [BASELINE] year.

What is noticed is a steady increase in electricity and gas use from 2011 through 2014.

The target of the retro-commissioning effort is to return the Coliseum to its 2011 levels of energy use – or better.

BUILDING AND ENERGY SYSTEMS DESCRIPTION

GENERAL

General Building Information

The US Cellular Coliseum is a three-story structure containing a multi-purpose arena seating between 5,000 and 7,000 people – depending on the event. The arena is capable of hosting professional hockey, basketball, football, motorcycle ice racing, concerts, and concerts with pyrotechnics.

Adjacent the Arena is the Community Ice Rink. The rink is in operation generally from 6AM until 11:30PM. A simple thermostat set at 55F (constant) is used to control the air handler. At the time of the on-site survey in March, the thermometer on the thermostat read 58F.)

Also included are administrative offices, a restaurant with commercial kitchen (which is open for business 3 or 4 days per week – coinciding with events in the Arena). A bar, and food vendor stands are along the concourse; they also are in operation when there is an event.

The building was built in 2006 as one construction project.

The building is 180,000 square feet. All of the building is heated. All of the building is air conditioned except the community ice rink which is cooled by the ice itself.

Area Breakdown

AHU Zone	Type Serves	Floor Area (sf)	Occupancy Schedule
	TOTALS	188,790	
AHU-1	Arena	40,225	Varies w/ Event (3-to-4 events per wk.)
AHU-2	Arena	40,225	Varies w/ Event (3-to-4 events per wk.)
AHU-3	Lockers	5,200	Varies w/ Event and practice sessions
AHU-4	Lockers	11,640	6AM-11PM 7days/wk
AHU-5	Pepsi Ice Dehumidifier (Community Rink)	22,400	6AM-11PM 7days/wk
AHU-6	Admin Offices	2,980	6AM-6PM M-F
AHU-7	Event Level Offices	13,200	Varies w/ Event
AHU-8	S. Concourse	10,040	Varies w/ Event
AHU-9	N. Concourse	12,700	Varies w/ Event
AHU-10	Offices	2,200	Varies w/ Event
AHU-11	Bldg Ofc	3,200	Varies w/ Event

	AHU-13	Kitchen	1,500	Varies w/ Event	
	AHU-14	Sound Room	680	Varies w/ Event	
	AHU-15	Entry	1,800	Varies w/ Event	
	AHU-16	Rest. Dining Area	3,900	Varies w/ Event	
	AHU-17	N. Suite Level Corridor	7,300	Varies w/ Event	
	AHU-18	S. Suite Level Corridor	9,600	Varies w/ Event	
	MAU-1	Kitchen Make-up Air		Varies w/ Event	
Occupancy Hockey Games: Up to 5,000 people Basketball games: Up to 5,000 people Concerts: Up to 7,000 people For evening events, the event setup can start at 8:00AM and the event can end at 10PM. Administration: 20 people Community Rink: Up to 200 people (skaters and fans)					

ENVELOPE

Walls

Mostly insulated concrete panel construction. Condition is excellent.

Estimated U-value: 0.15

Estimated wall area: 107,278 sf

Windows / Doors

Windows were found mostly around the north concourse. Windows are dual glazed.

Condition: excellent.

Estimated glass area: 4,220 sf (4%)

Estimated glass U-value: 0.64 BTU/(Hr*Sf*(delta Deg-F))

Doors are glass with steel frames.

Condition: Excellent.

Floor

Floors are concrete.

Estimated U-value: N/A

Roof

Major roof spans are steel deck held up by deep steel long-span trusses.

Estimated roof area: 108,850 sf

Estimated U-value: 0.12

Condition: Excellent.

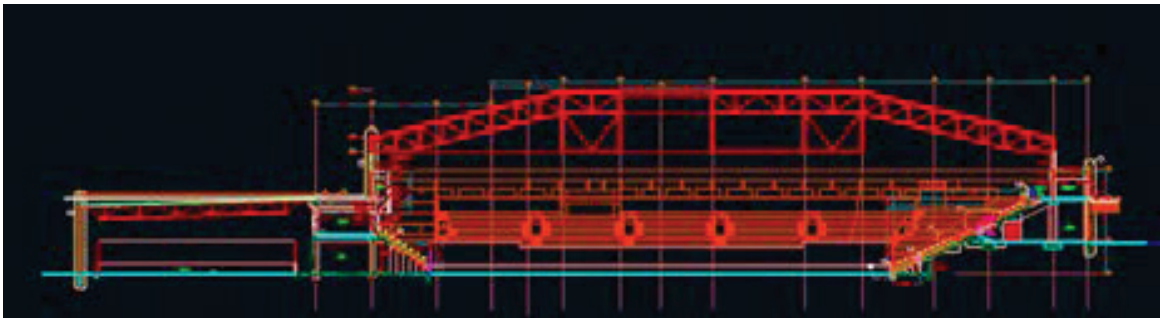


Figure 2- Section Through Coliseum Showing Community Rink (left) and Arena (right)

BUILDING EQUIPMENT***Central HVAC Cooling and Chilled Water Distribution System***

Building space air conditioning is done via rooftop units. A separate, central ice-making system circulates cold brine (16F) to make ice in the two ice rinks.

Central Ice-making System**Chillers**

The CIMCO chillers in the building are for the purpose of making ice for the Coliseum and community ice rinks. The HVAC rooftop units each have their own cooling systems, generally reciprocating. The CIMCO system is a package containing the three compressors, heat exchangers, evaporator and condenser pumps. The system maintains ice in the rinks at 22F. It circulates 15 F brine to do so.

A small portion of the heat from the chiller system is sent to tubes under the ice to keep the soil from freezing (and thereby heaving). Under floor Warm brine is heated from a separate heat exchanger utilizing heat from condenser side of system.

The soil temperature under the ice is kept at about 40 F. The bulk of the chiller waste heat is expelled to the atmosphere via the cooling tower.

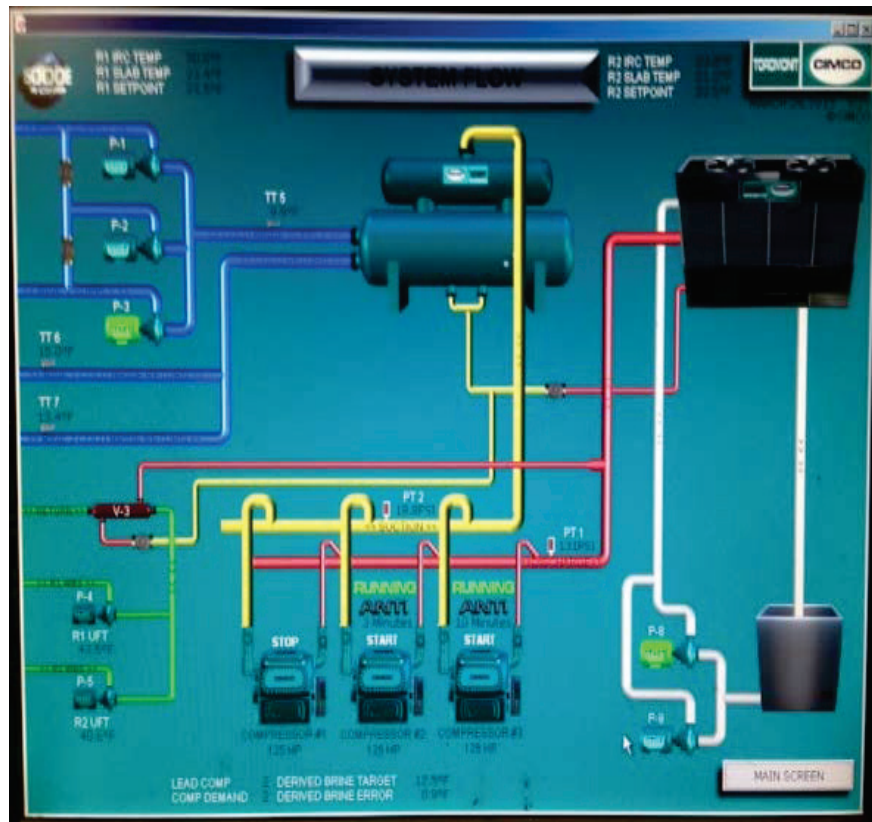


Figure 3- CIMCO Ice-making System Schematic Diagram

Table 6: Chiller Equipment

Equipment Tag	Type	Capacity	Age (years)
C-1	Screw type ammonia compressor	125 hp/ 80 Tons	9
C-2	Screw type ammonia compressor	125 hp/ 80 Tons	9
C-3	Screw type ammonia compressor	125 hp/ 80 Tons	9
RP-1	CIMCO Refrigeration pump	515 Gals/ 10hp	9
BP-1	Brine Pump	50 hp	9
BP-2	Brine Pump (standby)	50 hp	9
BP-1	Brine Pump	20 hp	9
CP-1	Condenser water Pump	10 hp	9
CP-2	Condenser water Pump	10 hp	9
WBP-1	Warm Brine Pump	5 hp	9
WBP-2	Warm Brine Pump	5 hp	9
WBP-3	Warm Brine Pump	2 hp	9

Ice-making equipment is enabled when there is ice in the arena or community rink. The client mentioned that the ice was out of the community rink for only about two weeks; and the ice was out of the Arena for about one month (August).

When the ice is in, its additional dehumidification load requires the building air conditioning systems be available.

Cooling Tower

The cooling tower removes heat from the three ice-making chillers (C-1, C-2, and C-3).

Table 7: CIMCO Cooling Tower Equipment

Equipment Tag	GPM	Capacity (Tons)	Fan Power (hp)	VFD (Y/N)
CT-1		240	30	2-speed motor

Table 8: Ice Plant System Operation

	Mon-Fri	Sat	Sun	Holidays	Breaks
Time Enabled	24 hrs	24 hrs	24 hrs	24 hrs	24 hrs
Time Disabled					

Central HVAC Heating and Hot Water or Steam Distribution System

Boiler and Hot Water Heating Pumps

Two (2) Raypak natural gas fired boilers (model H3-1631) supply 140F-180F (adjusted as a function of outside air) hot water for perimeter baseboard and unit heaters throughout the building. Their AFUE is stated at 81.5%.

Heating hot water is circulated by two 10hp pumps. Electric Unit Heaters (UHs) are located in the Janitor Rooms and 7 perimeter restrooms. The Community Rink has had 4 natural gas fired Hanging Unit Heaters installed to add supplemental heating during events when the rink is covered. These are only used about 7 days a year.

The heating temperature is 70 degrees during occupied periods. During the base line periods (2013 and 2014) very little temperature setback was done.

Table 9: Boiler Equipment

Equipment Tag	Type	Capacity (MBH)	Age (years)
B-1	Natural Gas, Atmospheric	1,630	9
B-2	Natural Gas, Atmospheric	1,630	9

Table-10: Heating Hot Water Pumps

Equipment Tag	Service	GPM	HP	Head (ft)	VFD (Y/N)
HWP-1	Heating Hot Water		10		N
HWP-2	Heating Hot Water		10		N
HWP-3	Boiler Circ.		2		N
HWP-4	Boiler Circ.		2		N

Table 11: Boiler and HW Pump Operation

	Mon-Fri	Sat	Sun	Holidays	Breaks
Time Enabled	24 hrs	24 hrs	24 hrs	24 hrs	24 hrs
Time Disabled					

Air Distribution Systems

Air Handling Units

The facility has 18 roof top units to provide to provide heating, ventilation, and air conditioning. These units have natural gas burners for heating and electric compressors for cooling. The units are controlled by a Johnson Controls (JCI) Energy Management system with operation based on occupancy schedules and forecast conditions. A list is provided below.

Table 12: AHU Equipment

Tag	Type Serves	Supply Air (CFM)	Design OA (CFM)	Fan Motor HP	Clg. Cap'y. (MBH)	Htg. Output (MBH)	S-Fan VFD?	R-Fan VFD?	Manufacturer	Pressure Group (PG-x)
	TOTALS	174,545	81,920	213	8,599	8,334	6	5		
AHU-1	Arena	45000	20000	75	2965	2187	Y	Y	Engineered Air	1
AHU-2	Arena	45000	20000	75	2965	2187	Y	Y	Engineered Air	1
AHU-3	Lockers	2500	2500	5	137	158			Carrier	3
AHU-4	Lockers	6500	6500	5	313	312	Y	Y	Carrier	1
AHU-5	Community Rink Dehumidifier	5000	1650	7.5		506			Munters	3
AHU-6	Admin Offices	3000	500	5	100	144			Carrier	2
AHU-7	Event Level Offices	3000	960		100	144	Y		carrier	
AHU-8	S. Concourse	15000	6000	1	562	474	Y	Y	Engineered Air	1
AHU-9	N. Concourse	15000	6000	1	562	474	Y	Y	Engineered Air	1
AHU-10	Offices	1600	180	3	50	92			Carrier	
AHU-11	Bldg Ofc	3000	500	5	100	144			Carrier	
AHU-13	Kitchen	8000	6630	10	272	290			Engineered Air	2
AHU-14	Sound Room	1200	200	3	36	92			Carrier	
AHU-15	Entry	4000	1000	3	120	179			Carrier	3
AHU-16	Rest. Dining Area	7200	1750	3	217	292			Carrier	2
AHU-17	N. Suite Level Corridor	1600	545	3	50	92			Carrier	4
AHU-18	S. Suite Level Corridor	1600	660	3	50	92			Carrier	4
MAU-1	Kitchen Make-up Air	6345	6345	5		475			Greenheck	2

Floor plans showing the areas covered by the air handling units are given in the figures below.

US Cellular Coliseum: Plan-L1 -HVAC

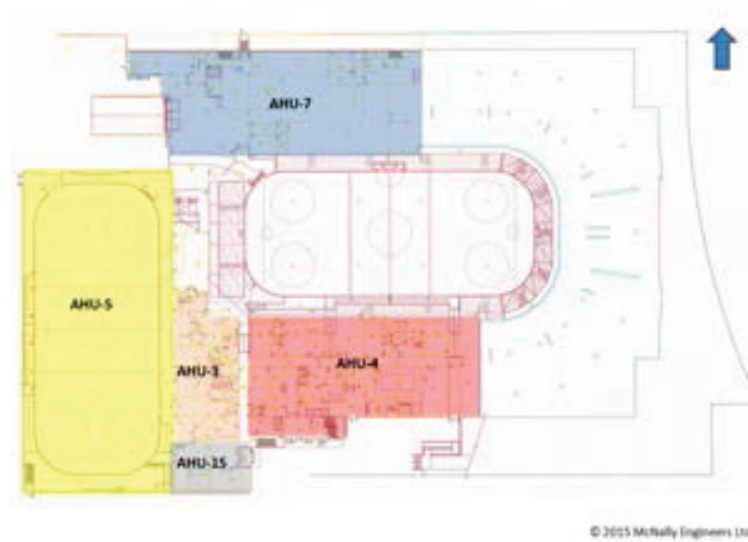


Figure 4- Coliseum Plan Level-1

US Cellular Coliseum: Plan-L2 -HVAC

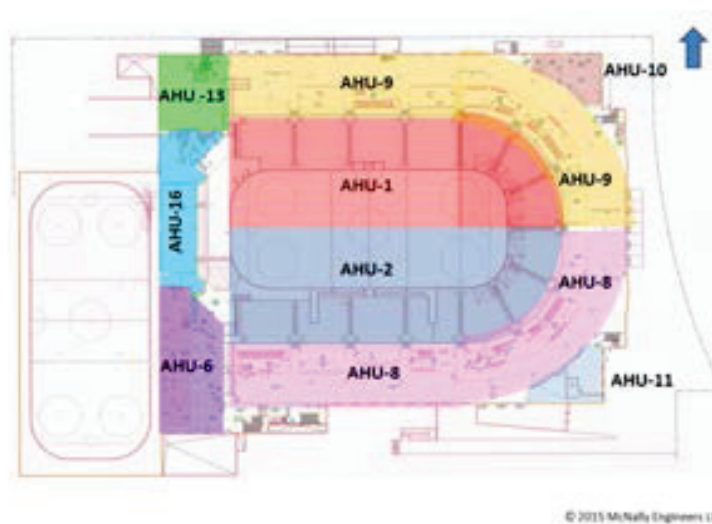


Figure 5- Coliseum Plan Level-2

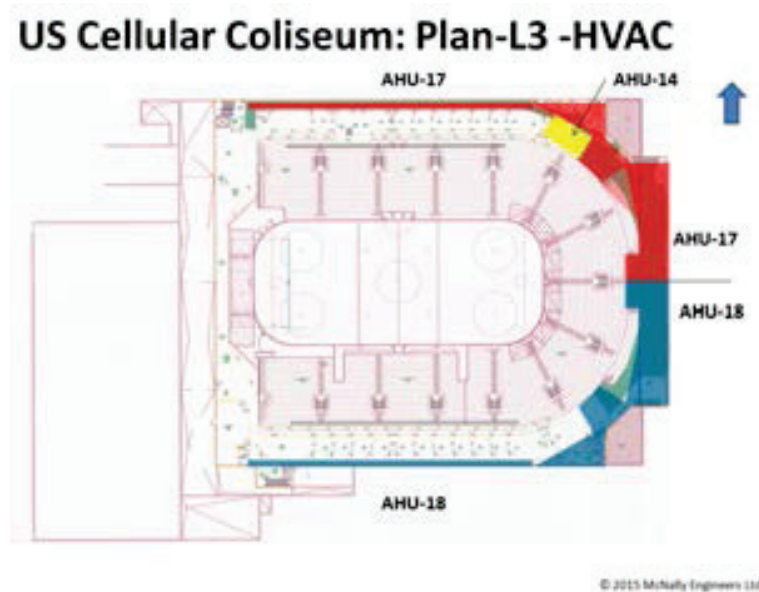


Figure 6- Coliseum Plan Level-3

Pressure Zones

Managing the introduction of outside air in the building has been an issue. Five somewhat independent Pressure Groups have been identified. They are shown in the figure below.

Pressure Group #1 is of prime concern. It includes the arena, the surrounding concourse areas, and the locker rooms. Open passageways connecting these areas make them a single pressure zone. It is to be noted that Pressure Group #1 air handlers #1, 2, 7, 8, & 9 already have speed drives [recently] installed. The speed drives are said to be connected to the automation system and can be manually set. At this point they are all set at 60 Hertz (100%). These speed drives are expected to play a part in the management of outside air in the arena.

Pressure Group #2 includes the kitchen and the restaurant. The main issue is management of the kitchen exhaust and makeup air units. It can easily be negative, but during the on-site survey, it was positive (i.e. too much make-up air) as witnessed by the swinging doors between kitchen and restaurant being propped open towards the restaurant.

Pressure Group #3 includes the Community Ice rink and supporting locker and office areas.

Pressure Group #4 is the skybox corridor area. It contains two supply air handling units.

Pressure Group #5 is the Administrative office area.

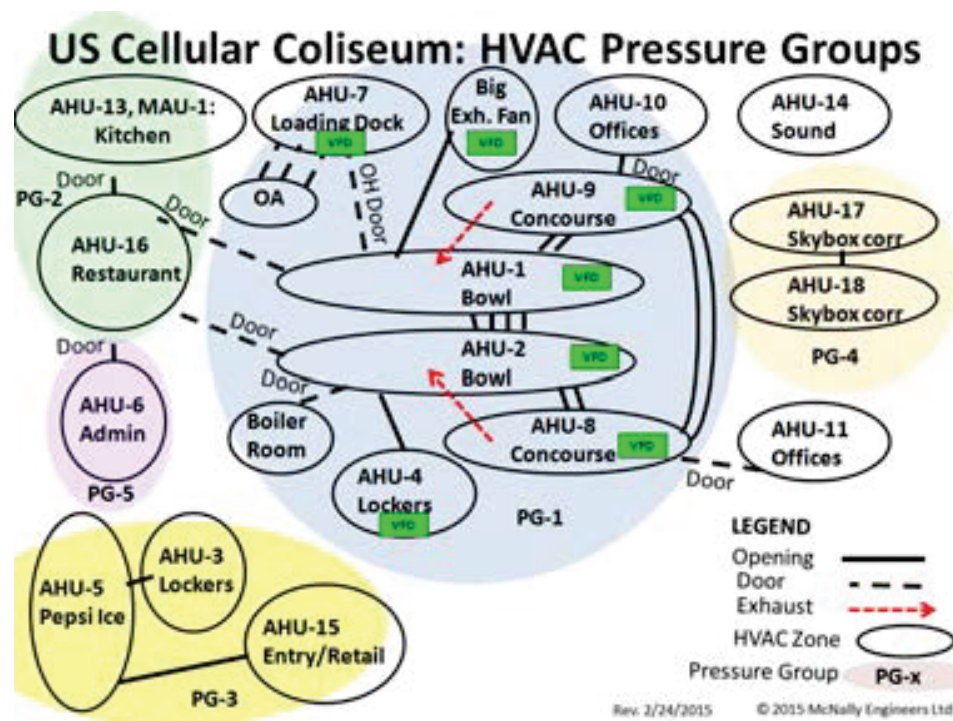


Figure 7: HVAC Pressure Groups

Table 13: Air Handler Operations

	Mon-Fri	Sat	Sun	Holidays	Breaks
Time Enabled	24 hrs	24 hrs	24 hrs	24 hrs	24 hrs
Time Disabled					

Exceptions: Air handler serving the Administrative Offices (AHU #6) are turned off at night. On at 6AM, OFF at 6PM unless there is an event. Event shut off time: 11PM.

Air handlers AHU-6, AHU-10, and AHU-11 have zones. The others are single zone.

Supply units and exhaust fans per each Pressure Group are shown in the table below.

Table 14: Air Handlers and Exhaust Fans per Pressure Group**Pressure Groups**

PG-ID	Description	Supply Units					Exhaust fans		
		No. Supply units	CFM-S	S. Fan HP	Clg Capy (MBH)	Htg Capy (MBH)	No. Exhaust units	CFM-E	Exh. Fan HP
	Totals	16	170,345	204.5	8,463.0	8,098.0	42	96,835	36.7
1	Arena/ Concourse	8	134,100	165.0	7,617.0	6,014.0	25	53,700	19
2	Kitchen/Restaurant	3	21,545	18.0	489.0	1,057.0	7	15,440	9
3	Pepsi Ice	3	11,500	15.5	257.0	843.0	5	20,444	7
4	Skybox Corr	2	3,200	6.0	100.0	184.0	5	7,251	2
5	Admin Offices	1	3,000	5.0	100.0	144.0	0	0	0

Exhaust Fans

Forty-two (42) exhaust fans have been identified. Nineteen (19) of which are connected to the BAS with start/stop control; twenty-three (23) are not connected. For various reasons (i.e. toilet odors, pilot light fumes from kitchen equipment and vendor cooking equipment on the concourse area) the exhaust fans run continuously. Over 94,000 cfm of exhaust has been identified.

Table 15: Exhaust Fans

Exhaust Fans							
Tag	Serves	Type	Exhaust Air (CFM)	Fan Motor HP	AHU Area	Pressure Group (PG-x)	How Controlled
	TOTALS		96,835	36.7			
EF-1	Concourse	Wom. Toilet (2116)	1,600	0.33	9	1	BAS
EF-2	N. Concourse	Toilet (2219,2120)	2,675	0.75	9	1	BAS
EF-3	S. Concourse	Toilet (2210,2211)	2,270	0.50	8	1	BAS
EF-4	Club	Mens Toilet (2207)	2,340	0.75	7	1	BAS
EF-6	Club	Bar Exh (2206)	1,520	0.33	9	1	Manual
EF-7	N. Concourse	concession (2411,2412)	3,000	0.75	9	1	Manual
EF-8	N. Concourse	concession (2117)	2,000	1.50	9	1	Manual
EF-9	N. Concourse	concession (2101)	5,760	2.00	9	1	Manual
EF-10	S. Concourse	concession (2201)	5,760	2.00	8	1	Manual
EF-11	S. Concourse	concession-#5 (2304)	2,000	1.50	8	1	Manual
EF-13	Concourse	Toilet (3123,3124,3125)	1,235	0.25	17	1	BAS
EF-16	Ice Plant	1421	5,000	2.00	1	1	BAS
EF-17	Loading Dock	1401	10,000	3.00	1	1	BAS
EF-18	Garbage Rm	1409	750	0.17	7	1	BAS

EF-21	Zamboni Rm	1403	1,500	0.33	1	1	Manual
EF-24	Pantry	3408	480	0.17	1	1	Manual
EF-25	Pantry	3202	360	0.17	1	1	Manual
EF-26	Electric Room	2108	100	0.05	8	1	Manual
EF-27	Electric Room	3122	100	0.05	1	1	Manual
EF-28	Electric Room	3310	100	0.05	1	1	BAS
EF-29	Mechanical Rm.	3308	1,300	0.33	1	1	BAS
EF-30	Electric Room	3407	100	0.05	1	1	Manual
EF-31	Main Elec. Rm.	1411	2,000	0.34	7	1	BAS
EF-38	Concession-#4	2212	1750	1.5	8	1	Manual
EF-42	New Exhaust Fan	Arena			1	1	Manual
EF-12	Toilet	Toilet (2405,2407)	1,140	0.25	8	2	Manual
EF-32	Main Kitchen	2410	700	0.50	13	2	Manual
EF-33	Main Kitchen	2410	1,950	1.50	13	2	BAS
EF-35	Main Kitchen	2410	3,675	2.00	13	2	BAS
EF-36	Main Kitchen	2410	4,300	3.00	13	2	BAS
EF-37	Kitchen	2322	225	0.05	13	2	Manual
EF-22	Community Rink	1361	15,000	5.00	5	3	Manual
EF-23	Community Rink	1361	5,000	1.50	5	3	Manual
EF-39	Janitor		157	0.05	15	3	Manual
EF-40	Equipment	1225	137	0.05	3	3	Manual
EF-41	Skate Rental		150	0.05	3	3	Manual
EF-5	Toilet	Toilets (3204,3206,3207)	1,110	0.25	18	4	BAS
EF-14	S. Pvt. Suites	General Exh (3219)	3,200	0.75	18	4	BAS
EF-15	N. Pvt. Suites	General Exh (3106)	2,600	0.75	17	4	BAS
EF-19	Toilet	Toilets (3403)	116	0.05	18	4	BAS
EF-20		General Exh (3305,3307)	225	0.05	17	4	Manual

Domestic Hot Water

Domestic hot water is generated by two 400 gallon each natural gas fired hot water heaters. Water temperature is maintained at about 120°F. A small circulating pump is used to distribute the hot water.

Table 16: Domestic Water Heaters

Equipment Tag	Type	Capacity (MBH)	Mfgr	Model	Age (years)
DHW-1	Gas-fired	399 MBH	TurboPower	500 P 400A-TP	9
DHW-2	Gas-fired	399MBH	TurboPower	501 P 400A-TP	9

Lighting Systems

Interior Lighting

Arena (a.k.a. “The Bowl”).

Fifty-five (55) 1000W metal halide lights illuminate the Arena rink. Twelve (12) 8 lamp T5HO high bay fixtures have been added for use during rink maintenance to avoid lighting the metal halide fixtures.

All the metal halide lights are on during hockey games. One-half of the metal halide fixtures are on during practices. The T5s are used for event set-ups and maintenance or to supplement the MHs during practices or events. The seating area is illuminated by 14 360 Watt fluorescent pendant units containing 8 42 Watt T42 lamps.

Some incandescent lighting is used at the Arena seating exits.

Community Rink

The Community Rink has had 60 T5HO 6 lamp high bay fixtures installed to replace the original 400 Watt MH units.

Offices

The office areas have four-foot, 32-Watt T8 lamps in 2, 3 and 4 lamp fixtures.

Corridors

Fluorescent PL lamps are used in can fixtures in the corridors.

Dressing Rooms

Flood lamps are used in some dressing rooms.

Exit

Exit lights are all 2 watt LED units.

Lighting Control System

Major spaces such as the Arena and Community Rink have a separate lighting control system. It allows lighting to be scheduled. Both the Arena and Community Rink managers use the lighting control system.

The following table (excerpted from the 2013 SEDAC Level III evaluation) provides room level details of lighting in the building.

Table 17: Lighting Survey

US Coliseum								Comments	Consumption	Space	Occupied
ROOM	FC READING	LAMP TYPE	LAMPS/FIXTURE	# OF FIXTURES	Fixture WATTS	Control	Occupancy Sensor Poss?		WWh/yr	Type	Hours/Year
Bowl Rink		F T5 4 ft High Bay	8	12	432		N		7559	Office	2250
Bowl Rink		1000 WMH	1	28	1080		N		66225	Boat	2190
Bowl Rink		1000 WMH	1	27	1080		N		31930	Other	1460
Bowl Rink Seating		T42	8	14	360		N		6019	Mech Room	800
Suites		N	1	3	22		Y	23 Suites	1952	Extr/emer	8790
Suites		F PL Can	1	4	39		Y	23 Suites	3929	Community R	3600
Booths		F PL Can	1	3	82		Y	2 Booths	539	Unoccupied	100
Booths		F PL Can	1	3	82		Y		539	Other 2	1096
Group Sales		N	2	6	22		N	2	299	Ticket Sales	1750
Group Sales		F PL Can	2	9	39		N	2	766		
AV Room		On Track Lights	1	13	75		N		1060		
Stairs		T42L2H1	1	2	48		N		841		
Stairs		F T8 2X4	2	12	68		N		6097		
Exterior Wall Mount		100 WMH	1	38	112		N		18041		
Exterior Canopy Mount		LED	1	48	7		N		1472		
Restroom		F PL Can	1	3	39	WS	Y	2	117		
Restroom		F T8 2X4	1	1	36	WS	Y	2	38		
Restroom		F PL Can	1	4	39	WS	Y	2	196		
Restroom		F T8 2X4	2	2	62	WS	Y	2	124		
Restroom		F PL Can	1	1	39	WS	Y	2	39		
Restroom		F T8 2X4	1	1	62	WS	Y	2	62		
Restroom		F PL Can	1	2	39	WS	Y		39		
Restroom		F T8 2X4	1	2	62	WS	Y		62		
Restroom		F PL Can	1	1	39	WS	Y		20		
Restroom		F T8 2X4	2	1	62	WS	Y		21		
Restroom		F T8 2X4	1	1	36	WS	Y		18		
Concn Room		F T8 2X4	3	1	81	WS	Y		8		
Pertry		F T8 2X4	2	4	88	WS	Y	2	508		
Storage		F T8 2X4	2	1	62	WS	Y		6		
Corridor Private Level		F PL Can	1	24	39				1028		
Devator Lobby		F PL Can	1	1	39				43		
Refrigerator Area		F T8 2X4	2	6	64	WS	Y		701		
Electrical Room		F T8 2X4	2	2	64	WS	Y	2	26		
Mechanical Room		F T8 2X4	2	6	64	WS	Y		38		
Janitor Room		F T8 2X4	2	1	68	WS	Y		6		
Restroom		F T8 2X4	2	1	68	WS	Y		64		
Con around Seats		T42L2H1	1	126	99		N		13245		
Stairs to Seats		N	1	4	28		N	13	1424		
Electrical Room		F T8 2X4	3	2	81	WS	Y		18		
SelfStorage		F T8 2X4	3	3	81	WS	Y		425		
Ticket Sales Office		F T8 2X4	2	2	62	WS	Y	2	434		
Ticket Sales		F T8 2X4	2	11	62				1194		
Concession 1		F T8 2X4	3	7	81				821		
Concession 2		F T8 2X4	3	7	81				821		
Concession 3		F T8 2X4	3	7	81				821		
Club Bar		F PL Can	1	6	39				258		
Women's Restroom		F T8 2X4	2	5	36	WS	Y		318		
Women's Restroom		F T8 2X4	2	1	62	WS	Y		68		
Men's RR		F T8 2X4	2	8	68	WS	Y		318		

ROOM	FC READING	LAMP TYPE	LAMPS/FIXTURE	# OF FIXTURES	Fixture WATTS	Control	Occupancy Sensor Poss?	Comments	kWh/yr
Men's RR		F T8 2X4	2	1	62	WS	Y		68
Women's Restroom		F T8 2X4	2	5	58	WS	Y		318
Women's Restroom		F T8 2X4	2	2	62	WS	Y		136
Women's Restroom		F T8 2X4	2	5	58	WS	Y		318
Women's Restroom		F T8 2X4	2	2	62	WS	Y		136
Men's RR		F T8 2X4	2	2	58	WS	Y		127
Men's RR		F T8 2X4	2	2	62	WS	Y		136
Family RR		F T8 2X4	2	2	58	WS	Y		127
First Aid		F T8 2X4	2	2	58	WS	Y		127
Club Men's RR		F T8 2X4	2	3	62	WS	Y		204
Club Men's RR		F T8 2X4	1	6	36	WS	Y		237
Club Men's RR		F PL Can	1	1	36	WS	Y		43
Club Women's RR		F T8 2X4	2	3	62	WS	Y		204
Club Women's RR		F PL Can	1	1	36	WS	Y		43
Family RR		F T8 2X4	2	2	58	WS	Y		127
Men's RR		F T8 2X4	2	2	62	WS	Y		136
Men's RR		F T8 2X4	1	2	36	WS	Y		79
Men's RR		F PL Can	1	1	36	WS	Y		43
Women's Restroom		F T8 2X4	2	2	62	WS	Y		136
Women's Restroom		F PL Can	1	1	36	WS	Y		43
US Coliseum Offices		F T8 2X4	2	2	62	WS	Y	8	2232
US Coliseum Kitchen		F T8 2X4	2	2	62	WS	Y		279
Conf/BBQ/Off/Recept		F T8 2X4	2	2	62	WS	Y	4	1118
US Coliseum Gen Office		F T8 2X4	2	18	62				2811
A. Gen. Mgr. Office		F T8 2X4	2	3	62	WS	Y		419
Restaurant/Party Room		F PL Can	1	60	36		N		2962
Kitchen		F T8 2X4	3	17	81		N		1808
Community Rink		F T5 4 ft High Bar	6	60	324		N		70966
Storage		F T8 Strip	4	14	124		N		174
Storage		F T8 Strip	1	10	34		N		34
Open Storage		F T8 Strip	4	14	124		N		174
Corridors		F T8 2X4	3	21	61		N		3725
Workshop		F T8 2X4	3	8	61		N		1419
Water Entry Room		F T8 2X4	3	3	81	WS	Y		24
Event/Ment Offices		F T8 2X4	2	2	62	WS	Y	2	568
Ice Plant		F T8 2X4	3	11	81	WS	N		446
Comm Closet		F T8 2X4	3	1	81	WS	Y		8
Offices		F T8 2X4	3	17	81		N		138
Comm/Elev Mac. Room		F T8 2X4	3	1	81	WS	Y	2	16
Vestibule		F T8 2X4	2	2	58		N		254
Main Elec Room		F T8 2X4	3	9	81	WS	N		365
Patch Room		F T8 2X4	3	1	81	WS	Y		8
Garbage Room		F T8 2X4	3	4	81	WS	N		162
Building Control		F T8 2X4	3	2	81	WS	Y		355
Event Marshalling		F T8 2X4	3	45	81		N		1823
Event Marshalling		MPH	1	2	78		N		78
Zamboni Room		F T8 2X4	3	8	81	WS	Y		2,838
Water Treatment		F T8 2X4	3	3	81	WS	Y		24

ROOM	FC READING	LAMP TYPE	LAMPS/FIXTURE	# OF FIXTURES	Fixture WATTS	Control	Occupancy Sensor Poss?	Comments	kWh/yr
Storage		F T8 2X4	3	3	81	WS	Y		24
Storage		F T8 2X4	4	4	124	WS	Y		50
Offical's Dressing Room		F T8 2X4	2	1	62	WS	Y		58
Offical's Dressing Room		F T8 2X4	2	1	68	WS	Y		64
Offical's Dressing Room		F PL Can	1	1	82	WS	Y		90
Police & Holding		F T8 2X4	3	2	81	WS	Y		177
Production Office		F T8 2X4	3	3	81	WS	Y		266
Video Room		F T8 2X4	2	1	58	WS	Y		64
Video Room		IN Trac Lights	1	8	75	WS	Y		657
Exercise		F T8 2X4	2	12	82		N		1,029
Home Dressing Area		F T8 2X4	2	4	62		N		543
Home Dressing Area		F T8 2X4	3	10	81		N		1,774
Home Dressing Area		F T8 2X4	2	1	58		N		127
Home Dressing Area		IN Flood	1	2	75		N		329
Home Dressing Area		F PL Can	1	20	82		N		3,592
Visitor Dressing Area		F T8 2X4	2	4	62		N		272
Visitor Dressing Area		F T8 2X4	2	2	58		N		127
Visitor Dressing Area		F T8 2X4	3	15	81		N		1,330
Visitor Dressing Area		F PL Can	1	5	82		N		440
Storage		F T8 2X4	4	4	124	WS	Y		50
Storage		F T8 2X4	4	1	124	WS	Y		12
Media Work Room		F T8 2X4	2	3	62	WS	Y		204
Elev Mac. Room 2		F T8 2X4	3	1	81	WS	Y		8
Janitor Room		F T8 2X4	3	1	81	WS	Y		8
Family RR		F T8 2X4	2	1	58	WS	Y		64
Multi Purpose Room		F PL Can	1	10	82	WS, WS	Y	6 & 4	896
MWF Event Staff		F T8 2X4	2	3	62	WS	Y	2	180
Event Dressing Rooms		F T8 2X4	3	7	81		N	2	567
Event Dressing Rooms		F PL Can	1	1	82		N	2	82
Elevator Lobby		F T8 2X4	2	2	62				276
Elevator Lobby		F PL Can	1	1	39				88
Vestibule		F PL Can	1	8	82				1,470
PD Entrance Lobby		F PL Can	1	13	39				1,851
PD Corridor		F T8 2X4	2	4	62				905
Skate Rental		F T8 2X4	3	4	81	WS	Y		1,183
PD Retail		F T8 2X4	3	8	81				2,365
Sec/Info		F T8 2X4	2	3	62				679
Office		F T8 2X4	3	2	81	WS	Y		591
Office		F T8 2X4	3	5	81	WS	Y		1,774
Concession		F T8 2X4	3	2	81	WS	Y		591
Storage		F T8 2X4	3	1	81	WS	Y		8
Meeting/Party Room		F T8 2X4	2	3	62	WS	Y		93
Dressing Room		F T8 2X4	3	1	81			4	162
Dressing Room Shower		F PL Can	1	1	82			2	82

ROOM	FC READING	LAMP TYPE	LAMPS/FIXTURE	# OF FIXTURES	fixture WATTS	Control	Occupancy Sensor Poss?	Comments	kWh/yr
Dressing Rm Washroom		F T8 2X4	3	2	81	WS	Y		81
Dressing Rm Washroom		F T8 2X4	2	2	58	WS	Y		58
Stars Dressing Room		F T8 2X4	2	2	62	WS	Y	2	124
Stars Dressing Room		F T8 2X4	2	1	58	WS	Y	2	58
Stars Dressing Room		F PL Can	1	1	82	WS	Y	2	82
Men's RR		F T8 2X4	2	2	82	WS			453
Men's RR		F T8 2X4	3	1	81	WS			298
Men's RR		F T8 2X4	1	2	36	WS			263
Women's Restroom		F T8 2X4	2	1	82	WS			228
Women's Restroom		F T8 2X4	3	1	81	WS			298
Women's Restroom		F PL Can	1	1	82	WS			299
Exit Lights		LED Exit	1	70	2				1226
									0
									0
									0
Total									298,060 kWh

Exterior Lighting

Exterior illumination is provided by 38 wall-mounted, single lamp 100-Watt metal halide fixtures, and 48 canopy-mounted LED fixtures. Exterior lights are on at dusk and off at daybreak.

Building Automation System

The building automation system is Johnson Metasys [DDC]. It was installed when the building was initially constructed; it is nine years old. Equipment that can be controlled by the BAS is indicated on the equipment tables. Generally there is start/stop control of air handlers, pumps, boilers, chillers, and some exhaust fans. The custom-built air handlers [AHU # 1, 2, 8, 9, & 13] also have Metasys control of dampers, valves, and positioning control of retrofit VFDs.)

The points the staff would like added are manually controlled exhaust fans, variable control of fan speed drives.

The building staff has limited knowledge and limited permissions to make changes to the building automation system. Over the years, the BAS has fallen into disuse as sensors and controllers have broken. This is in the process of being remedied to some extent in the fy-14/15 fiscal year. Their overall satisfaction with the system is not high at present. The system is capable of performing the enhancements envisioned in this RCx project.

RETRO-COMMISSIONING MEASURES

The retro-commissioning measures (RCxMs) identified and investigated during the Planning, Investigation, and Recommendation (PIR) Phase are summarized below. Included in this analysis is a list of low-to-no cost improvements to the facility operation that, as a package, have a payback of 1.5 years or less. The measures were identified through site observations, discussions with facility personnel, and review of utility bills over the last four years.

The energy savings calculations were developed using TMY3 weather data and Energy Plus for all weather-related measures.

The power usage was obtained from Ameren (in 15-minute increments for the last two years.).

RCxM #1:Pressure Group-1: ARENA / CONCOURSE AIR SYSTEM MANAGEMENT

ANNUAL SAVINGS			
	Quantity	Unit	Cost Savings
Electricity	864,721	kWh	\$40,034
Average Monthly Demand	-3.6	kW	-\$205
Natural Gas	88,581	therms	\$56,464
Total			\$96,293
Project Cost w/o DCEO Incentives			\$103,231
Simple Payback w/o DCEO Incentives (years)			1.07

DCEO INCENTIVES	
Standard Incentives Capped at 75% of project cost	\$0
Custom SPB must be between 1 and 7 years; capped at 75% of project cost	\$77,423
Incentive as % of Project Cost	75.0%
Project Cost with DCEO Incentives	\$25,808
Simple Payback with DCEO Incentives (years)	0.27

Existing Operation	Proposed Operation
The main Arena is connected to the surrounding concourse by several passageways into the grand stands. The arena and concourse form a Pressure Group (PG-1). By design, Concourse return air fans draw air from the Arena thereby increasing outside air requirements of Arena air handlers. There are 25 exhaust fans connected to Pressure Group #1 exhausting a total of 53,605 CFM-E. Exhaust fans draw air from the Concourse. The total exhaust fan motor power is 18.9HP. Supply air handlers #1, 2, 8, & 9 condition and supply outside air to PG-1. The goal of this measure is to allow the arena and concourse air systems to operate at greatly reduced outside air quantities when not required by an event and when the space is unoccupied. Because of concerns about fumes from pilot light flames in concession areas, avoiding high humidity in the Arena, and avoiding high negative pressure in the building, the supply and exhaust fans have been operating continuously.	The goal of this measure is to allow the Arena and Concourse air systems to operate at greatly reduced outside air quantities when not required by an event and when the space is Unoccupied. An "Event Day" is divided into "Unoccupied", "Pre-event", and "Event" modes. Concourse AHUs #8 and #9 would have outside air, return air, and exhaust air dampers controlled separately - dictated by outside air conditions and type of occupancy. For a given Occupancy, the BAS would start appropriate exhaust fans and air handlers, and control OA dampers to maintain the needed outside air for the occupancy type. The goal is to keep relative humidity (RH) in the Arena at or below the maximum allowed. RH control would only be in effect if the space RH were near or above the maximum. This measure would allow the Arena and Concourse air systems to operate at greatly reduced outside air quantities when not required by an event and when the space is unoccupied. For a given Event, the BAS would start appropriate exhaust fans and air handlers, and control OA, RA, & EA dampers and fan speed drives (VFDs) to maintain a neutral-to-positive air pressure in the Arena. The control system would limit the minimum outside air to keep relative humidity (RH) in the Arena at or below the maximum allowed. RH control would only be in effect if the space RH were near or above the maximum. The system would distinguish between "ice in" and "ice out" conditions. This measure should reduce fan power and outside air quantities. Reduced outside air should lower heating and cooling energy use. A User Interface would facilitate use of the Event Days.
Basis for Energy Savings	Reducing supply and exhaust fan operation will reduce fan power consumption. It will also reduce heating and cooling outside air quantities and reduce heating and air conditioning energy.
Affected Equipment	Supply and Exhaust fans in Pressure Group-1. See tables in Scope of Work, below.
Feasibility	Each element of the solution is fairly straightforward. There may be a cost challenge if there are not extra BAS points nearby.
Trended Variables	Arena space temperature Arena relative humidity. Arena occupancy. Concourse space temperature

	Concourse east entry occupancy				
	Concourse east entry lighting				
	Lite Bar occupancy				
	Lite Bar lighting				
Cost Breakdown and Source	RCxM-1: Pressure Group-1: Arena/Concourse HVAC System Management				
	Materials:		qty	unit cost	Cost
	Add BAS ON/OFF control w/feedback to eight (8) exhaust fans EF-6, 7, 8, 9, 10, 11, 21, and 38.		16	\$200	\$3,200
	Configure 8 BAS AI points to system		8	\$300	\$2,400
	Provide 8 current sensors		8	\$125	\$1,000
	Modify AHU-1 & AHU-2 to use fan VFDs. Modulate down to 33%.		2	\$1,500	\$3,000
	Modify AHU-1,2,8,9 chiller and gas heat controls as needed to allow air flow modulation.		4	\$3,000	\$12,000
	Misc wire, conduit, fittings		1	\$2,000	\$2,000
		Sub-total			\$23,600
		contingency			
		%	10%		\$2,360
		Sub-total			\$25,960
	Labor:				
	Install 8 ON/OFF wiring to exhaust fan unit starters		8	\$400	\$3,200
	Install 8 Current sensors wire to AI points on controller		8	\$400	\$3,200
	Configure 8 New BAS DO, and 8 AI points to system		16	\$250	\$4,000
	Add "Event Day" Schedule Groups & Interface		4	\$1,500	\$6,000
	Add "Event Day"Schedule script		1	\$5,000	\$5,000
	Add control logic-software framework & linkage		1	\$2,000	\$2,000
	Add basic heating, cooling, economizer, high humidity override logic (apply existing)		1	\$2,000	\$2,000
	Add ability to position OA, RA & ExA dampers separately.		2	\$1,000	\$2,000
	Apply to AHU-1, AHU-2, AHU-8, AHU-9 existing controls		4	\$1,000	\$4,000
	Test each unit		4	\$1,500	\$6,000
		Sub-total			\$37,400
		contingency			
		%	10%		\$3,740
		Sub-total			\$41,140
		item	Cost	Margin	Sell
		Materials	\$25,960	35%	\$39,938
	Labor	\$41,140	35%	\$63,292	
	Totals	\$67,100		\$103,231	
	Source: McNally Engineers' industry knowledge.				

**DCEO
Incentives**

A custom DCEO Incentive was contemplated. For measures with paybacks between 1 and 7 years, the incentive is based on \$.12/KWH/yr of electricity savings and \$3.00/therm/yr of gas savings. The award is capped at 75% of the project cost. The Incentive for this measure is \$77,423. The details are shown below.

DCEO incentives

gas savings	\$3.00 /therm/yr	\$265,744.94
elect savings	\$0.12 /kwh/yr	\$103,766.54
Max incentive	75% of project cost	\$77,423.08

Maximum Incentive Rate for Custom Program.

Custom Incentives

Electric Natural Gas

Incentive \$0.12/kWh \$3.00/therm

Payback 1 - 7 years 1 - 7 years

Custom Projects are subject to cost effectiveness evaluation.

**Scope of
Work****Introduction:**

Presently, **Pressure Group-1** has supply fans AHU-1, 2, 4, 7, 8, 9, 10, and 25 exhaust fans (see tables below).

PG-1 Supply AHUs

AHU Tag	Type Serves	Floor Area (sf)	Supply Air (CFM)	Design OA (CFM)	Fan Motor HP
	TOTALS	133,430	134,100	60,140	165
AHU-1	Arena	40,225	45,000	20,000	75
AHU-2	Arena	40,225	45,000	20,000	75
AHU-4	Lockers	11,640	6,500	6,500	5
AHU-7	Event Level Offices	13,200	3,000	960	
AHU-8	S. Concourse	10,040	15,000	6,000	1
AHU-9	N. Concourse	12,700	15,000	6,000	1
AHU-10	Offices	2,200	1,600	180	3
AHU-11	Bldg Ofc	3,200	3,000	500	5

PG-1 Exhaust Fans					
Tag	Serves	Type	Exhaust Air (CFM)	Fan Motor HP	AHU Area
	TOTALS		53,700	18.9	
EF-1	Concourse	Wom. Toilet (2116)	1,600	0.33	9
EF-2	N. Concourse	Toilet (2219,2120)	2,675	0.75	9
EF-3	S. Concourse	Toilet (2210,2211)	2,270	0.50	8
EF-4	Club	Mens Toilet (2207)	2,340	0.75	7
EF-6	Club	Bar Exh (2206)	1,520	0.33	9
EF-7	N. Concourse	concession (2411,2412)	3,000	0.75	9
EF-8	N. Concourse	concession (2117)	2,000	1.50	9
EF-9	N. Concourse	concession (2101)	5,760	2.00	9
EF-10	S. Concourse	concession (2201)	5,760	2.00	8
EF-11	S. Concourse	concession-#5 (2304)	2,000	1.50	8
EF-13	Concourse	Toilet (3123,3124,3125)	1,235	0.25	17
EF-16	Ice Plant	1421	5,000	2.00	1
EF-17	Loading Dock	1401	10,000	3.00	1
EF-18	Garbage Rm	1409	750	0.17	7
EF-21	Zamboni Rm	1403	1,500	0.33	1
EF-24	Pantry	3408	480	0.17	1
EF-25	Pantry	3202	360	0.17	1
EF-26	Electric Room	2108	100	0.05	8
EF-27	Electric Room	3122	100	0.05	1
EF-28	Electric Room	3310	100	0.05	1
EF-29	Mechanical Rm.	3308	1,300	0.33	1
EF-30	Electric Room	3407	100	0.05	1
EF-31	Main Elec. Rm.	1411	2,000	0.34	7
EF-38	Concession-#4	2212	1750	1.5	8
EF-42	New Exhaust Fan	Arena			1

This measure's primary goal is to reduce exhaust air quantities and fan motor energy use. Presently, exhaust fans and the supply units run continuously at full (60 Hertz) speed.

Goals:

- Not to remove conditioned air from the Arena unless there is an Event.
- Concourse: To minimize the use of outside air when there is no Event.
- Concourse: To set back [set up] space temperature when there is no Event.

These Goals require:

- Independent control of OA, RA, & EA dampers in Concourse air handlers AHU-8 and AHU-9.
- The ability to run fans in AHU-1, AHU-2, AHU-8, and AHU-9 at reduced speed [using existing VFDs] without compromising heating or cooling systems.

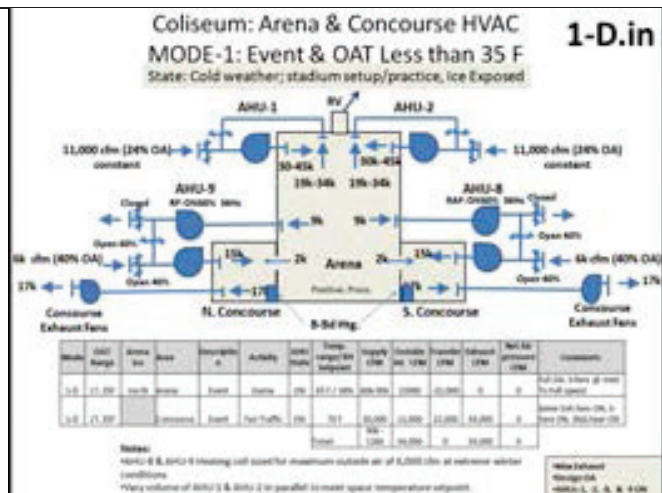
Snapshots (30 Modes of Operation):

The thirty modes of operation given in Appendix G show Arena and Concourse HVAC system outside air, supply air, exhaust air, transfer air, and setpoint temperatures for each mode. The control modes are listed below.

CONTROL MODES IDENTIFIED

Mode ID	Mode Description	OA Temperature	Arena Ice
Mode 1A.in	Night (Unoccupied)	Less than 35F	Ice in
Mode 1A.out	Night (Unoccupied)	Less than 35F	Ice out
Mode 1B.in	Daytime: No event	Less than 35F	Ice in
Mode 1B out	Daytime: No event	Less than 35F	Ice out
Mode 1C.in	Pre-event	Less than 35F	Ice in
Mode 1C out	Pre-event	Less than 35F	Ice out
Mode 1D.in	Event	Less than 35F	Ice in
Mode 1D out	Event	Less than 35F	Ice out
Mode 1E.in	Pyrotechnics/Ice racing	Less than 35F	Ice in
Mode 1E out	Pyrotechnics/Ice racing	Less than 35F	Ice out
Mode ID	Mode Description	OA Temperature	Arena Ice
Mode 2A.in	Night (Unoccupied)	Between 35F & 75F	Ice in
Mode 2A.out	Night (Unoccupied)	Between 35F & 75F	Ice out
Mode 2B.in	Daytime: No event	Between 35F & 75F	Ice in
Mode 2B out	Daytime: No event	Between 35F & 75F	Ice out
Mode 2C.in	Pre-event	Between 35F & 75F	Ice in
Mode 2C out	Pre-event	Between 35F & 75F	Ice out
Mode 2D.in	Event	Between 35F & 75F	Ice in
Mode 2D out	Event	Between 35F & 75F	Ice out
Mode 2E.in	Pyrotechnics/Ice racing	Between 35F & 75F	Ice in
Mode 2E out	Pyrotechnics/Ice racing	Between 35F & 75F	Ice out
Mode ID	Mode Description	OA Temperature	Arena Ice
Mode 3A.in	Night (Unoccupied)	Greater than 75F	Ice in
Mode 3A.out	Night (Unoccupied)	Greater than 75F	Ice out
Mode 3B.in	Daytime: No event	Greater than 75F	Ice in
Mode 3B out	Daytime: No event	Greater than 75F	Ice out
Mode 3C.in	Pre-event	Greater than 75F	Ice in
Mode 3C out	Pre-event	Greater than 75F	Ice out
Mode 3D.in	Event	Greater than 75F	Ice in
Mode 3D out	Event	Greater than 75F	Ice out
Mode 2E.in	Pyrotechnics/Ice racing	Greater than 75F	Ice in
Mode 3E out	Pyrotechnics/Ice racing	Greater than 75F	Ice out

An example of a Control Mode [Mode 1-D.in] is shown below.



The Control Modes may be arranged into Event Days for specific events. The table below shows two examples of this.

Event Day			
Hockey game		Ice in	Winter weather
Mode ID	Mode Description	Time start	Time Stop
Mode 1A.in	Night (Unoccupied)	Midnight	11:00AM
Mode tbd.in	Warmup	11:00AM	1:00PM
Mode 1C.in	Pre-event	1:00PM	4:00PM
Mode 1D.in	Event	4:00PM	10:00PM
Mode 1A.in	Night (Unoccupied)	10:00PM	Midnight

Event Day			
Concert		Ice out	Spring
Mode ID	Mode Description	Time start	Time Stop
Mode 2A.out	Night (Unoccupied)	Midnight	7:00AM
Mode tbd.out	Warmup	7:00AM	8:00AM
Mode 2B.out	Setup	8:00AM	1:00PM
Mode 2C.out	Pre-event	1:00PM	6:00PM
Mode 2D.out	Event	6:00PM	10:00PM
Mode 1A.out	Night (Unoccupied)	10:00PM	Midnight

Develop a number of Event Day Templates to be selected by ID number when scheduling a specific date.

Hardware:**Materials:**

BAS ON/OFF control w/feedback to eight (8) exhaust fans EF-6, 7, 8, 9, 10, 11, 21, and 38.

Provide 8 BAS AI points to system

8 current sensors

Control:**Add “Event Day” Schedule Groups**

“Event Day” Schedule Groups would allow AHUs, air quantities, dampers, and Exhaust fans to be scheduled together to support an Event Mode.

1-Add BAS Controls and Interface to support each Control Mode given in Appendix G.

2-Add BAS User Interface to allow adding, editing, & deleting of Control Modes and Standard Event Days

3-Start and stop AHUs and Exhaust fans based on Master Event Day Schedule.

4-The Pyrotechnic Control Modes are to be invoked manually when needed.

5-Outside air quantities are to remain constant even though supply fan speed changes.

VFD Supply Fan Speed Adjustment

-1. Cooling Mode. Space temperature control. Adjust fan speed to maintain constant space temperature setpoint (i.e. 72F). At minimum fan speed, throttle cooling coil to maintain space temperature.

-2. Heating Mode. Space temperature control. Adjust supply fan speed to maintain constant space temperature setpoint (i.e. 70F). When at minimum fan speed adjust heating coil to maintain space temperature.

High Humidity Override

-1. High Humidity Override: If Arena has ‘Ice In’ and the space humidity is above the high limit, close Arena outside air dampers and invoke the “Sub-cool/Reheat” mode to dehumidify the space.

Concourse Space Temperature @ Unoccupied Periods

When Area is in the Unoccupied mode,

-1. Perimeter baseboard heating (in concourse) will operate to maintain setback temperature.

-2. If space temperature continues to fall below Unoccupied Setpoint, Supply fans will cycle to maintain setback temperature. OA dampers will be closed.

Exhaust Fans @ Unoccupied Periods

-1. Exhaust fans are to be put in the UNOCCUPIED Mode when supply air systems are put in the UNOCCUPIED Mode. Generally, the UNOCCUPIED mode signals a unit to be turned OFF.

However, if there are unacceptable odors and/or chemical build-up during Unoccupied periods (with exhaust fans OFF), selected exhaust fans may be defined to have a duty cycle added during Unoccupied periods (i.e. run selected exhaust fan 5 minutes every hour).

Supporting Graphs and Photographs

Concourse Space Temperature: The figure below shows that the Concourse around the Arena has temperatures ranging from about 66F during an unoccupied period to about 72F during occupancy. This information was used in the energy model of the building.

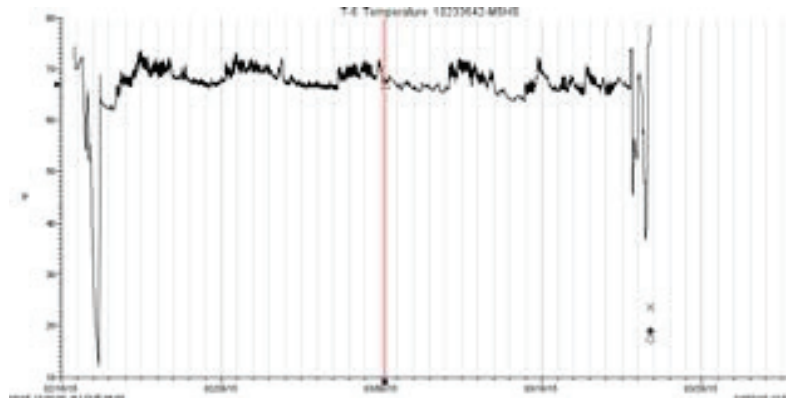


Figure -8: Space Temperature at Concourse East Entrance (2/18/15-thru-3/23/15)

Arena Space Dry Bulb and Dew Point Temperatures: The figure below shows that the Arena's dry bulb space temperature is generally kept at about 66 F. When there is an event, it is raised to about 68 F for hockey, and about 72 F for basketball or a concert. The dew point temperature is seemingly erratic; however, it was shown to correlate very closely with the ambient (outside) dew point temperature. The Arena space dry bulb temperature controller should have a dew point override in it.

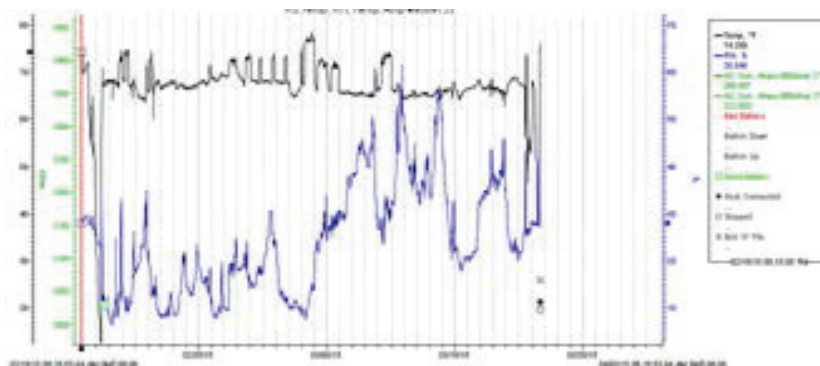


Figure-9: Space Dry Bulb and Dew Point Temperatures at Arena (2/18/15-thru-3/23/15)

RCxM #2: Pressure Group-2:KITCHEN/RESTAURANT AIR SYSTEM MANAGEMENT

ANNUAL SAVINGS			
	Quantity	Unit	Cost Savings
Electricity	109,507	kWh	\$5,070
Average Monthly Demand	3	kW	\$148
Natural Gas	24,188	therms	\$15,418
Total			\$20,636
Project Cost w/o DCEO Incentives			\$22,296
Simple Payback w/o DCEO Incentives (years)			1.08

DCEO INCENTIVES	
Standard Incentives Capped at 75% of project cost	\$0
Custom SPB must be between 1 and 7 years; capped at 75% of project cost	\$16,722
Incentive as % of Project Cost	75.0%
Project Cost with DCEO Incentives	\$5,574
Simple Payback with DCEO Incentives (years)	0.27

<i>Existing Operation</i>	<i>Proposed Operation</i>
The kitchen hood exhaust fans run continuously [at 14,075 cfm]. The supply fans (AHU-13 & MAU-1 can provide 12,975 cfm outside air at design conditions. The stated reason for continuous exhaust fan operation is to combat the fumes emitted by the grill pilot lights.	Recommendation: The goal of this measure is to allow kitchen air systems to operate at greatly reduced outside air quantities when the kitchen is not fully occupied. This measure will allow kitchen exhausts to be turned on when needed. Only as much make-up air as is needed will be delivered. An OFF-sweep at 10PM and 11pm will turn supply and exhaust fans OFF. During the Unoccupied (OFF) periods, a single exhaust fan will run at low speed (i.e. 10%) to remove pilot light fumes and other odors. This should reduce fan energy by one-half or more and outside air by two-thirds or more.
Basis for Energy Savings	Reducing exhaust fan operation will reduce exhaust fan power consumption. It will also reduce heating and cooling outside air quantities and reduce heating and air conditioning energy.
Affected Equipment	Exhaust fans EF-32, 33, 34, 35, 36, and 37 and supply units AHU-13 and MAU-1 are affected.
Feasibility	Each element of the solution is fairly straightforward. There may be a cost challenge if there are not extra BAS points nearby.

Trended Variables	None. It was observed that the kitchen air pressure was negative. It was observed that the kitchen air systems were in full operation even though the building was for the most part empty. The kitchen and restaurant were in operation during an Arena event. This was verified by discussion with the facility personnel.																																																																																								
Cost Breakdown and Source	RCxM-2: ADD KITCHEN OUTSIDE AIR MANAGEMENT Materials: <table><tr><td></td><td>qty</td><td>unit cost</td><td>Cost</td></tr><tr><td>Manual ON/OFF switches with running lights</td><td>6</td><td>\$200</td><td>\$1,200</td></tr><tr><td>Differential pressure sensor</td><td>1</td><td>\$500</td><td>\$500</td></tr><tr><td>VFD: 2 HP</td><td>2</td><td>\$800</td><td>\$1,600</td></tr><tr><td>Add BAS I/O points to 3 exhaust fans (3DO points, 3 DI points)</td><td>6</td><td>\$300</td><td>\$1,800</td></tr><tr><td>Current sensors</td><td>3</td><td>\$125</td><td>\$375</td></tr><tr><td>Wire, conduit, misc.</td><td>1</td><td>\$700</td><td>\$700</td></tr><tr><td>Sub-total</td><td></td><td></td><td>\$6,175</td></tr><tr><td>contingency</td><td>10%</td><td></td><td>\$618</td></tr><tr><td>Sub-total</td><td></td><td></td><td>\$6,793</td></tr></table> Labor: <table><tr><td>Rough-in (wiring, conduit, panels)</td><td>6</td><td>\$400</td><td>\$2,400</td></tr><tr><td>Add 3 New INPUT BAS points to system</td><td>3</td><td>\$300</td><td>\$900</td></tr><tr><td>Add 3 New OUTPUT BAS points to system</td><td>3</td><td>\$300</td><td>\$900</td></tr><tr><td>Add control logic.</td><td>1</td><td>\$2,000</td><td>\$2,000</td></tr><tr><td>Test</td><td>4</td><td>\$200</td><td>\$800</td></tr><tr><td>Sub-total</td><td></td><td></td><td>\$7,000</td></tr><tr><td>contingency</td><td>10%</td><td></td><td>\$700</td></tr><tr><td>Sub-total</td><td></td><td></td><td>\$7,700</td></tr></table><table><tr><td>item</td><td>Cost</td><td>Margin</td><td>Sell</td></tr><tr><td>Materials</td><td>\$6,793</td><td>35%</td><td>\$10,450</td></tr><tr><td>Labor</td><td>\$7,700</td><td>35%</td><td>\$11,846</td></tr><tr><td>Totals</td><td>\$14,493</td><td></td><td>\$22,296</td></tr></table> Source: McNally Engineers' industry knowledge.		qty	unit cost	Cost	Manual ON/OFF switches with running lights	6	\$200	\$1,200	Differential pressure sensor	1	\$500	\$500	VFD: 2 HP	2	\$800	\$1,600	Add BAS I/O points to 3 exhaust fans (3DO points, 3 DI points)	6	\$300	\$1,800	Current sensors	3	\$125	\$375	Wire, conduit, misc.	1	\$700	\$700	Sub-total			\$6,175	contingency	10%		\$618	Sub-total			\$6,793	Rough-in (wiring, conduit, panels)	6	\$400	\$2,400	Add 3 New INPUT BAS points to system	3	\$300	\$900	Add 3 New OUTPUT BAS points to system	3	\$300	\$900	Add control logic.	1	\$2,000	\$2,000	Test	4	\$200	\$800	Sub-total			\$7,000	contingency	10%		\$700	Sub-total			\$7,700	item	Cost	Margin	Sell	Materials	\$6,793	35%	\$10,450	Labor	\$7,700	35%	\$11,846	Totals	\$14,493		\$22,296
	qty	unit cost	Cost																																																																																						
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Totals	\$14,493		\$22,296																																																																																						
DCEO Incentives	A custom DCEO Incentive was contemplated. For measures with paybacks between 1 and 7 years, the incentive is based on \$.12/KWH/yr of electricity savings and \$3.00/therm/yr of gas savings. The award is capped at 75% of the project cost. The Incentive for this measure is \$16,722. The details are shown below. DCEO incentives <table><tr><td>gas savings</td><td>\$3.00</td><td>/therm/yr</td><td>\$72,563.84</td></tr><tr><td>elect savings</td><td>\$0.12</td><td>/kwh/yr</td><td>\$13,140.85</td></tr><tr><td>Max incentive</td><td>75%</td><td>of project cost</td><td>\$16,722.12</td></tr></table>	gas savings	\$3.00	/therm/yr	\$72,563.84	elect savings	\$0.12	/kwh/yr	\$13,140.85	Max incentive	75%	of project cost	\$16,722.12																																																																												
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Max incentive	75%	of project cost	\$16,722.12																																																																																						

	Maximum Incentive Rate for Custom Program. Custom Incentives Electric Natural Gas Incentive \$0.12/kWh \$3.00/therm Payback 1 - 7 years 1 - 7 years Custom Projects are subject to cost effectiveness evaluation. Please note that if a measure receives incentives, it cannot be counted towards the \$10,000 spending commitment.
Scope of Work	Introduction: Presently, exhaust fans EF-32, 33, 34, 35, 36, and 37 serve the main kitchen. For the most part, they serve exhaust hoods, and the dishwasher. This measure's goal is to reduce exhaust air quantities and run times. Presently, exhaust fans and the supply units run continuously. Hardware: Provide ON/OFF switches with running light for each of the six exhaust fans. Kitchen staff is expected to turn on only the exhaust fans needed. Provide a differential pressure sensor across the kitchen/restaurant wall. Provide a VFD on EF-34. Add BAS ON/OFF control to EF-32, 33, and 37. (EF-34, 35, & 36 are already on the BAS.) Control: When the BAS senses an exhaust fan is energized, start AHU-13 and modulate OA damper to provide neutral pressure at the DP sensor. If more OA is needed, turn on MAU-1 and modulate OA Dampers in AHU-13 and MAU-1 in parallel to provide neutral pressure at the DP sensor. If both units are running and required OA is less than 50%, unit MAU-1 may be turned OFF. Units AHU-13 and MAU-1 are both connected to the BAS. Unit AHU-13 is to be scheduled ON and OFF. Unit MAU-1 (make-up air unit) is to be started and stopped in support of AHU-13 when more OA is needed, as described above. If AHU-13 is started and there is no significant exhaust fan operation, the OA damper will modulate to provide 0 pressure difference across the DP pressure sensor. When AHU-13 is to be stopped, Unit MAU-1 and all exhaust fans are to be stopped also. When the Zone is in the OFF mode, EF-34 is to be started at VFD setting of 10% (adjustable) of full Hertz.

Supporting Graphs and Photographs



Figure-10 : Main Kitchen Doors Held Open by Air Pressure Imbalance

RCxM #3: OFFICE AREA HVAC AIR SYSTEM MANAGEMENT

ANNUAL SAVINGS			
	Quantity	Unit	Cost Savings
Electricity	62,232	kWh	\$2,881
Average Monthly Demand	-4	kW	-\$256
Natural Gas	17,500	therms	\$11,155
Total			\$13,780
Project Cost w/o DCEO Incentives			\$4,654
Simple Payback w/o DCEO Incentives (years)			0.34

DCEO INCENTIVES	
Standard Incentives Capped at 75% of project cost	\$0
Custom SPB must be between 1 and 7 years; capped at 75% of project cost	\$0
Incentive as % of Project Cost	0.0%
Project Cost with DCEO Incentives	\$4,654
Simple Payback with DCEO Incentives (years)	0.34

<i>Existing Operation</i>	<i>Proposed Operation</i>
The office areas in this measure are conditioned by AHUs -6, -7, -10, -11, & -14. They operate continuously; the setpoint space temperature is 72F. They have a total air flow of 11,800 cfm, a total fan horsepower of 16 HP, a total heating capacity of 616 MBH, and a total cooling capacity of 386 MBH. Three of the units are connected to Pressure Group-1 (Arena).	Recommendation: The goal of this measure is to schedule AHU-6, -7, 10, -11, & -14 operation to mimic actual operation; to save energy by shutting systems OFF during unoccupied periods; and to allow space temperature setback in winter and setup in summer.

Basis for Energy Savings	Scheduling unit operation will reduce fan power use. It will also reduce ventilation loads, and reduce heating and air conditioning energy. Occupancy Based on observation, office areas, are occupied from 9A-6p M-F and also during events Events were observed to occur 3 to 4 times per week. No event: Say 7A-5P M-F Event: Say 7A-Mid Present HVAC Operation: - Fans operate 24 hours/day, every day. - Space temperature was constant at 71 F Proposed HVAC Operation: AHUs operate as follows -No event 6A-6P M-F -Event 6A-Mid Space temperature is 72 F during occupancy When unoccupied, space temperature is setback to 60F (Winter) When unoccupied, space temperature is setup to 80F (Summer)																													
	Affected Equipment Air handlers AHU-6, -7, 10, -11, & -14 are affected.																													
	Feasibility This measure is very feasible. Start/Stop scheduling of these units is already in the building automation system.																													
	Trending Plan This was verified by observation and with discussion with the facility personnel.																													
	Cost Breakdown and Source RCxM-3: OFFICE HVAC AIR SYSTEM MANAGEMENT <table><tr><td>New Materials:</td><td></td><td>qty</td><td>unit cost</td><td>Cost</td><td></td></tr><tr><td>None</td><td></td><td>0</td><td>\$0</td><td>\$0</td><td></td></tr><tr><td></td><td>Sub-total</td><td></td><td></td><td></td><td>\$0</td></tr><tr><td></td><td>contingency</td><td>10%</td><td></td><td></td><td>\$0</td></tr><tr><td></td><td>Sub-total</td><td></td><td></td><td></td><td>\$0</td></tr></table> Labor:	New Materials:		qty	unit cost	Cost		None		0	\$0	\$0			Sub-total				\$0		contingency	10%			\$0		Sub-total			
New Materials:		qty	unit cost	Cost																										
None		0	\$0	\$0																										
	Sub-total				\$0																									
	contingency	10%			\$0																									
	Sub-total				\$0																									

	Develop Start/Schedules for each AHU.		5	\$200	\$1,000	
	Insert values into each AHU's table		5	\$150	\$750	
	Test		5	\$100	\$500	
	Revise		5	\$100	\$500	
		Sub-total				\$2,750
		contingency	10%			<u>\$275</u>
		Sub-total				\$3,025

Supporting Graphs and Photographs

The high utility bills in the Baseline year, the statements by the client, and the Energy Plus building simulation model all support the continuous operation of HVAC systems during the Baseline period.

Table-18 : RCxM-3: Air Handling Units Included

RCxM-3 Supply AHUs											
AHU Tag	Type Serves	Floor Area (sf)	Supply Air (CFM)	Design OA (CFM)	Fan Motor HP	Heating	AC	Clg Capy (MBH)	Htg. Output (MBH)	Manufacturer	Pressure Group (PG-x)
	TOTALS	22,260	11,800	2,340	16			386	616		
AHU-6	Admin Offices	2,980	3,000	500	5	Gas-fired	DX	100	144	Carrier	5
AHU-7	Event Level Offices	13,200	3,000	960		Gas-fired	DX	100	144	carrier	1
AHU-10	Offices	2,200	1,600	180	3	Gas-fired	DX	50	92	Carrier	1
AHU-11	Bldg Office	3,200	3,000	500	5	Gas-fired	DX	100	144	Carrier	1
AHU-14	Sound Room	680	1,200	200	3	Gas-fired	DX	36	92	Carrier	

RCxM #4: ADD OPTIMUM START FOR AIR HANDLERS

ANNUAL SAVINGS			
	Quantity	Unit	Cost Savings
Electricity	21,366	kWh	\$989
Average Monthly Demand	4	kW	\$230
Natural Gas	3,052	therms	\$1,946
Total			\$3,165
Project Cost w/o DCEO Incentives			\$10,746
Simple Payback w/o DCEO Incentives (years)			3.40

DCEO INCENTIVES	
Standard Incentives Capped at 75% of project cost	\$0
Custom SPB must be between 1 and 7 years; capped at 75% of project cost	\$8,060
Incentive as % of Project Cost	75.0%
Project Cost with DCEO Incentives	\$2,687
Simple Payback with DCEO Incentives (years)	0.85

<i>Existing Operation</i>		<i>Proposed Operation</i>
During the 2014 Baseline period, the air handlers were left ON continuously. Arena. Presently (2015), when an event is scheduled in the Arena, the space temperature and RH conditions are implemented at 12:01AM the <u>day before</u> the event. That is to say, for an evening event, the space would have 1-3/4 days to become conditioned. The target space temperature for concerts is 72F. The target space condition for hockey games is 65F at 38% RH.		Recommendation: Optimum Start Routine. This measure builds on RCxM-1 which includes using the automation system to schedule events. An optimum start routine that would control space temperature from the time the fan system was scheduled OFF until the fan system was next scheduled ON. During the OFF period, the routine would continually determine the lowest [winter mode] unoccupied setpoint temperature such that if the unit were started it would have the space temperature at the Occupied setpoint when the fan was scheduled to be ON. Arena. The data logger monitoring of temperature and RH in the Arena showed that the HVAC system in heating mode can raise Arena space temperature about 6 degrees F in one hour. At this rate, the space could be conditioned in much less time than presently allotted. Other spaces in the building could also make use of optimum start to reduce HVAC system run-time at occupied space temperatures.
Basis for Energy	This measure would save energy due to reduced hours of operation of HVC equipment. It would also save energy due to more hours at lower space temperatures in winter and more hours at higher space temperatures in summer.	

Savings																																																																																																					
Affected Equipment	Affected systems are marked with “X“ in the table below. RCxM-4: Air Handling Units affected <table><tr><th>Included in RCxM-4</th><th>AHU Tag</th><th>Type Serves</th><th>Supply Air (CFM)</th><th>RCXM-4 Supply Air (CFM)</th></tr><tr><td>14</td><td>18</td><td>TOTALS</td><td>174,545</td><td>156,545</td></tr><tr><td>X</td><td>AHU-1</td><td>Arena (When ice is out.)</td><td>45,000</td><td>45,000</td></tr><tr><td>X</td><td>AHU-2</td><td>Arena (When ice is out.)</td><td>45,000</td><td>45,000</td></tr><tr><td></td><td>AHU-3</td><td>Lockers</td><td>2,500</td><td>0</td></tr><tr><td></td><td>AHU-4</td><td>Lockers</td><td>6,500</td><td>0</td></tr><tr><td></td><td>AHU-5</td><td>Pepsi Ice [Dehumidifier]</td><td>5,000</td><td>0</td></tr><tr><td>X</td><td>AHU-6</td><td>Admin Offices</td><td>3,000</td><td>3,000</td></tr><tr><td>X</td><td>AHU-7</td><td>Event Level Offices</td><td>3,000</td><td>3,000</td></tr><tr><td>X</td><td>AHU-8</td><td>S. Concourse</td><td>15,000</td><td>15,000</td></tr><tr><td>X</td><td>AHU-9</td><td>N. Concourse</td><td>15,000</td><td>15,000</td></tr><tr><td>X</td><td>AHU-10</td><td>Offices</td><td>1,600</td><td>1,600</td></tr><tr><td>X</td><td>AHU-11</td><td>Bldg Ofc</td><td>3,000</td><td>3,000</td></tr><tr><td>X</td><td>AHU-13</td><td>Kitchen</td><td>8,000</td><td>8,000</td></tr><tr><td>X</td><td>MAU-1</td><td>Kitchen Make-up Air</td><td>6,345</td><td>6,345</td></tr><tr><td>X</td><td>AHU-14</td><td>Sound Room</td><td>1,200</td><td>1,200</td></tr><tr><td></td><td>AHU-15</td><td>Entry</td><td>4,000</td><td>0</td></tr><tr><td>X</td><td>AHU-16</td><td>Rest. Dining Area</td><td>7,200</td><td>7,200</td></tr><tr><td>X</td><td>AHU-17</td><td>N. Suite Level Corridor</td><td>1,600</td><td>1,600</td></tr><tr><td>X</td><td>AHU-18</td><td>S. Suite Level Corridor</td><td>1,600</td><td>1,600</td></tr></table>	Included in RCxM-4	AHU Tag	Type Serves	Supply Air (CFM)	RCXM-4 Supply Air (CFM)	14	18	TOTALS	174,545	156,545	X	AHU-1	Arena (When ice is out.)	45,000	45,000	X	AHU-2	Arena (When ice is out.)	45,000	45,000		AHU-3	Lockers	2,500	0		AHU-4	Lockers	6,500	0		AHU-5	Pepsi Ice [Dehumidifier]	5,000	0	X	AHU-6	Admin Offices	3,000	3,000	X	AHU-7	Event Level Offices	3,000	3,000	X	AHU-8	S. Concourse	15,000	15,000	X	AHU-9	N. Concourse	15,000	15,000	X	AHU-10	Offices	1,600	1,600	X	AHU-11	Bldg Ofc	3,000	3,000	X	AHU-13	Kitchen	8,000	8,000	X	MAU-1	Kitchen Make-up Air	6,345	6,345	X	AHU-14	Sound Room	1,200	1,200		AHU-15	Entry	4,000	0	X	AHU-16	Rest. Dining Area	7,200	7,200	X	AHU-17	N. Suite Level Corridor	1,600	1,600	X	AHU-18	S. Suite Level Corridor	1,600	1,600
Included in RCxM-4	AHU Tag	Type Serves	Supply Air (CFM)	RCXM-4 Supply Air (CFM)																																																																																																	
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X	AHU-18	S. Suite Level Corridor	1,600	1,600																																																																																																	
Feasibility	Each element of the solution is fairly straightforward. The concept of optimum start is well documented. Rates of rise of each air handler are needed, but these can be obtained with space temperature trends.																																																																																																				
Trended Variables	None. Based on conversations with Coliseum personnel, inspection of electric and gas bills, and energy analysis modeling, it was confirmed that the building systems, with a few small exceptions, were ON continuously during the Baseline period (2014). The Optimum Start Routine would enhance the Event Day capability described in RCXM-1.																																																																																																				

Cost Breakdown and Source	RCxM-4: ADD AIR HANDLER OPTIMUM START TO BAS																			
	New Materials:		qty	unit cost	Cost															
	None		0	\$0	\$0															
		Sub-total			\$0															
		<u>contingency</u>	10%		<u>\$0</u>															
		Sub-total			\$0															
	Labor:																			
	Develop Optimum start control logic		1	\$2,500	\$2,500															
	Insert into each AHU'a control sequence		14	\$175	\$2,450															
	Test		14	\$100	\$1,400															
	Sub-total			\$6,350																
	<u>contingency</u>	10%		<u>\$635</u>																
	Sub-total			\$6,985																
	<table><tr><td>item</td><td>Cost</td><td>Margin</td><td>Sell</td></tr><tr><td>Materials</td><td>\$0</td><td>35%</td><td>\$0</td></tr><tr><td>Labor</td><td>\$6,985</td><td>35%</td><td>\$10,746</td></tr><tr><td>Totals</td><td>\$6,985</td><td></td><td>\$10,746</td></tr></table>				item	Cost	Margin	Sell	Materials	\$0	35%	\$0	Labor	\$6,985	35%	\$10,746	Totals	\$6,985		\$10,746
item	Cost	Margin	Sell																	
Materials	\$0	35%	\$0																	
Labor	\$6,985	35%	\$10,746																	
Totals	\$6,985		\$10,746																	
	Source: McNally Engineers' industry knowledge.																			
DCEO Incentives	The measure is eligible for a Standard DCEO Incentive of \$0.16 per controlled watt, up to 75% of measure cost. This measure controls 55,521W, and is eligible for up to \$8,883.36 of incentives. However, this is to be capped at \$4,781, which is 75% of measure cost. Please note that if a measure receives incentives, it cannot be counted towards the \$10,000 spending commitment.																			
Scope of Work	The Optimum Start Routine Requires the following from the BAS: - Space temperatures - Outside air temperature - Rate of rise/drop at full heat or cool at morning startup Labor: Develop Optimum start control logic Insert into each AHU's control sequence Test																			

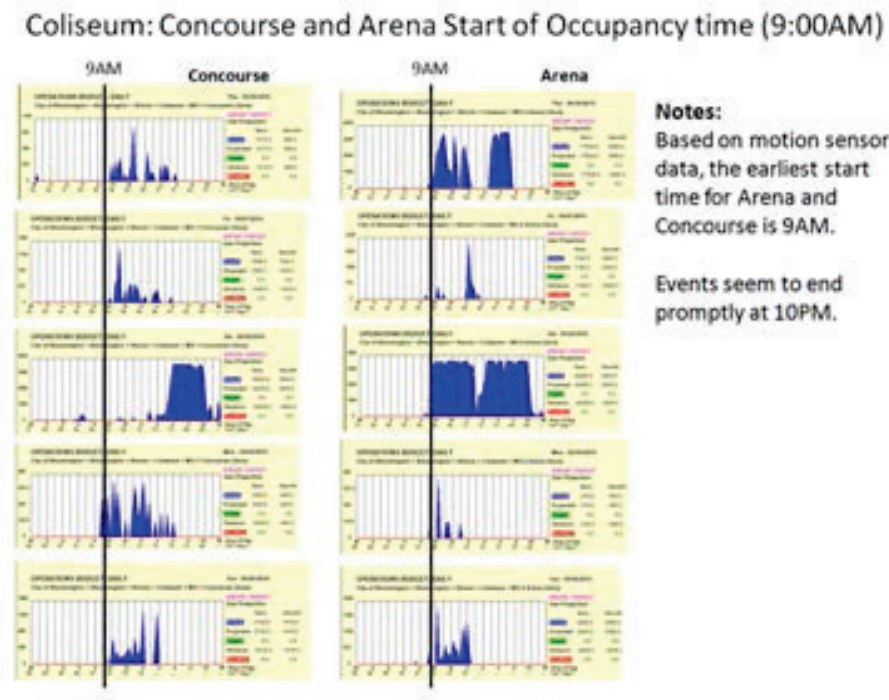
Supporting Graphs and Photographs

Figure-11: Concourse and Arena Start of Occupancy (4/30/15-thru-5/4/15)

Table-19 : RCxM-4: Temperature Setpoints, Hours of Operation

Temperature Profiles								
	Before RCx			RCxM-1 (Arena), RCxM-2 (Kitchen), RCxM-3 (Offices)		RCxM-4 (Opt. Start)		
Space	Winter	Summer	Air Flow	Winter	Summer	Wntr. Start hr	Sumr. Start hr	Additional Hrs OFF in AM
Arena: No event	65F all day	65F all day	VFD=100%	60F all day	65F all day	N/A	N/A	N/A
Arena: Hockey	65F all day	65F all day	VFD=100%	60F 0-7a, 65F 7a-11p	65F 0-7a, 65F 7a-11p	9am	9am	2hrs
Arena: Concert, Football, Basketball	65F 0-6a, 72F 6Mid	65F 0-6a, 72F 6-Mid	VFD=100%	60F 0-7a, 72F 7a-11p	65F 0-7a, 72F 7a-11p	9am	9am	2hrs
Concourse: No Event	72F all day	72F all day	VFD=100%	60F 0-7a, 70F 7a-5p	80F 0-7a, 72F 7a-5p	9am	9am	2hrs
Concourse: Event	72F all day	72F all day	VFD=100%	60F 0-7a, 70F 7a-11p	80F 0-7a, 72F 7a-11p	9am	9am	2hrs
Kitchen, Restaurant: No Event	72F all day	72F all day	MUA-1 ON	60F all day	80F all day	N/A	N/A	N/A
Kitchen, Restaurant: Event	72F all day	72F all day	MUA-1 ON	60F 0-Nn, 72F Nn-10p	80F 0-Nn, 72F Nn-10p	2pm	2pm	2hrs
Offices: No Event	72F all day	72F all day		60F 0-7a, 72F 7a-6p	80F 0-6a, 72F 6a-6p	9am	9am	2hrs
Offices: Event	72F all day	72F all day		60F 0-7a, 72F 7a-11p	80F 0-7a, 72F 7a-11p	9am	9am	2hrs
Commercial Rink	56F all day	56F all day (no A/C)				N/C	N/C	N/C

AHU Operation Profiles								
	Before RCx			RCxM-1 (Arena), RCxM-2 (Kitchen), RCxM-3 (Offices)		RCxM-4 (Opt. Start)		Additional Hrs OFF in AM
Space	Winter	Summer	Air Flow	Winter	Summer	Wntr. Start hr	Sumr. Start hr	
Arena: No event	ON all day	ON all day	VFD=100%	OFF w/LoTmp Ovrd	OFF w/HiTmp Ovrd	N/A	N/A	N/A
Arena: Hockey	ON all day	ON all day	VFD=100%	OFF 0-7a, ON 7a-11p	OFF 0-7a, ON 7a-11p	9am	9am	2hrs
Arena: Concert, Football, Basketball	ON all day	ON all day	VFD=100%	OFF 0-7a, ON 7a-11p	OFF 0-7a, ON 7a-11p	9am	9am	2hrs
Concourse: No Event	ON all day	ON all day	VFD=100%	OFF w/LoTmp Ovrd	OFF w/HiTmp Ovrd	9am	9am	2hrs
Concourse: Event	ON all day	ON all day	VFD=100%	OFF 0-7a, ON 7a-11p	OFF 0-7a, ON 7a-11p	9am	9am	2hrs
Kitchen, Restaurant: No Event	ON all day	ON all day	MUA-1 ON	OFF w/LoTmp Ovrd	OFF w/HiTmp Ovrd	N/A	N/A	N/A
Kitchen, Restaurant: Event	ON all day	ON all day	MUA-1 ON	OFF 0-Nn, ON Nn-10p	OFF 0-1p, ON Nn-10p	2pm	2pm	2hrs
Offices: No Event	ON all day	ON all day		OFF 0-7a, ON 7a-6p	OFF 0-7a, ON 7a-6p	9am	9am	2hrs
Offices: Event	ON all day	ON all day		OFF 0-7a, ON 7a-11p	OFF 0-7a, ON 7a-11p	9am	9am	2hrs
Commercial Rink	ON 6a-11p every day	ON 6a-11p every day				N/C	N/C	N/C

ADDITIONAL MEASURES

This section details the additional measures which are either capital in nature or require additional investigation. Capital investment type measures are not considered part of the RCx service and will not be investigated further through this funded service. In addition, capital measure costs and all measures outlined in this section are not to be included toward the Minimum Customer Implementation Commitment.

1. Application of desiccant wheel technology to Arena

Discussion: Desiccant Wheel Technology Applied to Arena

During this project there was some discussion about the application of desiccant wheel for Arena dehumidification.

The Community Rink uses a desiccant wheel to remove moisture from the space. It also does not have air conditioning; yet the space temperature is kept in the low 60's.

The desiccant wheel is impregnated with a moisture absorbing material. Air from the rink is passed through it; moisture is removed; the air is returned to the rink drier but also about 12 degrees F hotter. As the wheel continues to turn, the desiccant has hot air pass through it. The hot dry air drives moisture from the wheel thereby regenerating it. The hot, moist air is expelled into the atmosphere. See figure below.

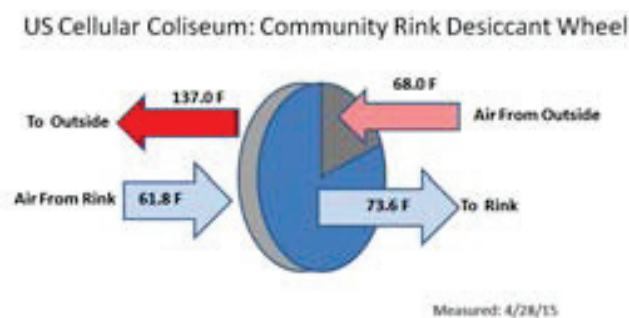


Figure-12: AHU-5 Community Rink (Desiccant Wheel) performance (4/28/15)

For the Community Rink, the desiccant wheel is an appropriate solution. The space is only used as an ice rink. Not many spectators are present; outside air requirements are low; the ice itself provides the cooling; perfect conditions for desiccant dehumidification.

The Arena, on the other hand, has to accommodate 5,000-7,000 spectators. It is a multi-purpose facility. In addition to hockey, there are concerts, basketball, football, exhibits, not to mention motorcycle ice racing and pyrotechnics.

Applied to the Arena, much of the time a desiccant dehumidification solution would be unneeded or ineffective. The times it would help in the Arena are when the ice is IN and it is night or there is no event or pre-event occurring, the building is closed to the outside (i.e. the overhead door to the dock is closed, the outside air dampers are closed, the Concourse air handlers are OFF, and Concourse exhaust fans are OFF).

IMPLEMENTATION ASSISTANCE

While the City of Bloomington can rely on McNally Engineers Ltd to assist with certain implementation assistance activities, DCEO disallows assistance with certain implementation activities due to potential conflict of interest. Please refer to the table below for additional information:

Examples of Acceptable SEDAC RCx Service Provider Implementation Activities

Acceptable Implementation Activities	Non-Acceptable Implementation Activities
• Conducting monthly progress calls to assist clients with implementation questions • Referring clients to the DCEO Trade Ally list, located at: http://www.erc.uic.edu/tradeallies/browse.php, to help clients find contractors or companies that sell energy efficiency products and services • Clarifying scopes of work to contractors	• Developing engineering design drawings, stamping drawings, or otherwise assuming responsibility of the applicant's design team • Developing Invitation to Bid • Recommending specific contractors • Recommending specific brand products • Selling additional services • Installing products (other than data loggers as needed for verification) • Obtaining further contractor quotes

FUNDING OPPORTUNITIES

Listed below are various opportunities for the City of Bloomington to consider.

Illinois DCEO Public Sector Energy Efficiency Program

Illinois DCEO provides incentive funding to public sector facilities (including local governments, public school districts, and community colleges) located in Com Ed, Ameren Illinois, Nicor Gas, North Shore Gas and Peoples Gas delivery territories for energy efficiency improvements.

DCEO's 'standard' program provides incentives for particular lighting, motor, air conditioning and refrigeration equipment, while DCEO's 'custom' program provides incentives for additional energy saving measures not specified by the standard program.

June 1, 2014, was the start date for electric Program Year 7/gas Program Year 4. This Program Year will close on May 31, 2015. Funding is available on a first-come, first-served basis. April 1, 2015 is the deadline to submit a pre-approval application. The final application, reflecting the measures and equipment installed, must be submitted by May 8, 2015. Guidelines for the program, including details on eligibility, as well as worksheet and application examples, can be found at: www.illinoisenergy.org.

Public Sector Special Incentives

Take advantage of these special Illinois Energy Now incentives to maximize the return on investment for energy efficiency projects at your public facility. To learn more about eligibility and deadlines, click on each opportunity title to be directed to the specific webpage.

Incentives	Information	Contact
Sweet Deal Bonus	<u>October 31, 2014:</u> Receive an additional incentive of 10% on all qualifying standard and custom projects that are 100% complete by October 31, 2014 <u>February 14, 2015:</u> Receive an additional incentive of 5% on all qualifying standard and custom projects that are 100% complete by February 14, 2015	217-785-5081
Partner Bonus Coupon	Receive an additional 15% qualifying incentive when you attend a DCEO Trade Ally Event, SEDAC Workshop, complete a SEDAC Energy Assessment, and participate in MEEA's STEP Program. Coupons can only be applied to 100% complete Standard, Custom, or Boiler System Efficiency projects by April 1, 2015. <i>Please note: Applicants can't pair Partner Bonus Coupons with any Sweet Deal Bonus towards projects.</i>	217-785-5081

Clean Water Energy Efficiency Bonus	Receive a custom incentive of \$0.36 per annual kWh saved for qualifying High Efficiency Aeration System projects at waste water treatment plants	217-785-5081
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Public Sector Application Assistance

Do you need help applying for DCEO Incentives? Take advantage of any of these Illinois Energy Now application assistance programs to further maximize the incentives for your project, and explore the energy and cost savings opportunities in your public facility. To learn more about eligibility and deadlines, click on each opportunity title to be directed to the specific webpage.

Application Assistance Provider	Information	Contact
Illinois Association of County Board Members	Provides free application assistance to counties to help maximize DCEO incentives for energy efficiency projects.	217-741-2489
Metropolitan Mayors Caucus	- The Caucus has partnered with 360 Energy Group to administer funding from DCEO to help local governments update and retrofit public facilities to improve energy efficiency and save money through technical and application assistance. <i>Please note: Only facilities located in ComEd, Nicor Gas, North Shore Gas or Peoples Gas territories are eligible. .</i>	800-401-0360

Public Sector Additional Programs and Offerings

Are you looking for more energy efficiency opportunities? Take advantage of any of these Illinois Energy Now programs and offerings to further explore the energy and cost savings opportunities in your public facility. To learn more about eligibility and deadlines, click on each opportunity title to be directed to the specific webpage.

Programs/Offerings	Information	Contact
<u>Boiler System Efficiency Program</u>	Provides technical assistance in reducing natural gas consumption through implementing energy efficient improvements to boilers. Managed by the Energy Resource Center.	312-996-4490
<u>Building Operator Certification (BOC) Program</u>	Offers training for maintenance and operations staff on energy saving operational strategies. Managed by the Midwest Energy Efficiency Alliance.	312-587-8390
<u>Combined Heat and Power Pilot (CHP) Program</u>	Provides cash incentives for CHP projects that increase energy efficiency in public facilities. Managed by the Energy Resource Center.	312-996-4490
<u>Energy Performance Contracting</u>	Offers public facilities technical assistance in designing, installing and financing energy improvement projects through a performance contract that guarantees energy savings.	217-785-5081
<u>Lights for Learning</u>	Offers free educational presentations and fundraising opportunities to advance Illinois students awareness of energy efficiency. Managed by the Midwest Energy Efficiency Alliance.	312-587-8390
<u>New Construction Design Assistance Program</u>	Provides design advice and incentive guidance to encourage new buildings or reconstructions to increase energy efficiency beyond the Illinois Energy Conservation Code for Commercial Buildings. Managed by SEDAC.	800-214-7954
<u>Savings Through Efficiency Products (STEP) Program</u>	Provides qualified Illinois public facilities with free, easy to install energy efficient products. Managed by the Midwest Energy Efficiency Alliance.	312-587-8390

Trade Ally – Contractors and Installers

Do you need to find someone to help you get the job done? Here is a list of several websites that provide information on qualified providers for project implementation.

- DCEO: <http://www.erc.uic.edu/tradeallies/index.php>
- Ameren: <http://www.actonenergy.com/for-contractors/non-residential-contractors>
- ComEd: <https://www.comed.com/business-savings/contractors/Pages/default.aspx>
- Nicor Gas: <http://www.nicorgasrebates.com/find-a-contractor>

Illinois Clean Energy Community Foundation

The Illinois Clean Energy Community Foundation provides grants for energy efficiency improvements and renewable energy projects: [Please note: Eligibility for ICECF programs vary based on building type. http://www.illinoiscleanenergy.org/](http://www.illinoiscleanenergy.org/)

Database of State Incentives for Renewables and Efficiency

For information on state and federal rebates and tax credits, see Database of State Incentives for Renewables and Efficiency (DSIRE): <http://www.dsireusa.org>

APPENDIX A: UTILITY BILLING HISTORY

The monthly electricity and natural gas consumption is shown in the following tables.

Billed Electricity Usage

Table A1: Billed Electricity Use

BASE Year												
2014	Ameren IP							Homefield			Electric	
Period	Const'n.	Total Cost	Taxes	Cons Cost	Fixed Cost	Demand Cost	Blended Rate	Const'n.	Total Cost	Rate	Total Cost	Blended Rate
	[KWH]	[\$]	[\$]	[\$]	[\$]	[\$][KW +kVar]		[KWH]	[\$]	[\$/kwh]	[\$]	[\$/kwh]
Jan-Feb	364,694	\$7,098.56	\$1,232.31	\$554.33	\$211.26	\$5,100.66	\$0.019	364,694	\$16,298.17	\$0.045	\$23,396.73	\$0.064
Feb-Mar	360,344	\$7,618.35	\$1,322.55	\$547.72	\$211.26	\$5,536.82	\$0.021	360,344	\$16,103.77	\$0.045	\$23,722.12	\$0.066
Mar-Apr	320,694	\$6,822.99	\$1,184.47	\$487.45	\$211.26	\$4,939.80	\$0.021	320,684	\$14,331.81	\$0.045	\$21,154.80	\$0.066
Apr-May	282,760	\$6,718.85	\$1,166.39	\$429.80	\$211.26	\$4,911.40	\$0.024	282,760	\$12,636.55	\$0.045	\$19,355.40	\$0.068
May-Jun	422,178	\$8,064.68	\$1,400.03	\$641.71	\$211.26	\$5,811.68	\$0.019	422,177	\$18,687.09	\$0.044	\$26,751.77	\$0.063
Jun-Jul	399,595	\$7,889.21	\$1,369.57	\$607.38	\$211.26	\$5,701.00	\$0.020	399,595	\$17,857.90	\$0.045	\$25,747.11	\$0.064
Jul-Aug	347,792	\$7,434.46	\$1,290.62	\$528.64	\$211.26	\$5,403.93	\$0.021	347,792	\$15,542.82	\$0.045	\$22,977.28	\$0.066
Aug-Sept	528,702	\$9,536.28	\$1,655.50	\$803.63	\$211.26	\$6,865.89	\$0.018	528,701	\$23,627.65	\$0.045	\$33,163.93	\$0.063
Sept-Oct	471,247	\$7,996.46	\$1,388.19	\$716.30	\$211.26	\$5,680.72	\$0.017	471,274	\$21,652.81	\$0.046	\$29,649.27	\$0.063
Oct-Nov	443,686	\$8,428.33	\$1,463.16	\$674.40	\$211.26	\$6,079.51	\$0.019	443,868	\$19,836.46	\$0.045	\$28,264.79	\$0.064
Nov-Dec	389,054	\$6,858.88	\$1,190.70	\$591.36	\$211.26	\$4,865.56	\$0.018	389,054	\$17,389.82	\$0.045	\$24,248.70	\$0.062
Dec-Jan	425,291	\$9,291.45	\$1,613.00	\$646.44	\$211.26	\$6,820.75	\$0.022	425,291	\$19,006.25	\$0.045	\$28,297.70	\$0.067
Totals	4,756,037	\$93,758.50	\$16,276.48	\$7,229.18	\$2,535.12	\$67,717.73	\$0.020	4,756,234	\$212,971.10		\$306,729.60	\$0.064

Table A2: Historic Electricity Use (2011-2014)

2011	Ameren IP		Homefield			
Period	Consumpt'n.	Total Cost	Consumpt'n.	Total Cost	Rate	Total Cost
	[KWH]	[\$]	[KWH]	[\$]	[\$/kwh]	[\$]
Jan-Feb	361,330					\$0.00
Feb-Mar	330,942					\$0.00
Mar-Apr	299,664					\$0.00
Apr-May	238,232					\$0.00
May-Jun	300,066					\$0.00
Jun-Jul	341,519					\$0.00
Jul-Aug	321,232					\$0.00
Aug-Sept	292,205					\$0.00
Sept-Oct	348,643					\$0.00
Oct-Nov	335,261					\$0.00
Nov-Dec	349,916					\$0.00
Dec-Jan	363,054					\$0.00
Totals	3,882,064		0			\$0.00
2012	Ameren IP		Homefield			

Period	Consumpt'n.	Total Cost	Consumpt'n.	Total Cost	Rate	Total Cost
	[KWH]	[\$]	[KWH]	[\$]	[\$/kwh]	[\$]
Jan-Feb	356,673	\$7,416.96	380,696.47	\$15,334.36		\$22,751.32
Feb-Mar	321,026	\$9,075.37	342,351.72	\$13,575.18		\$22,650.55
Mar-Apr	347,727	\$9,099.45	370,617.16	\$14,649.51		\$23,748.96
Apr-May	264,614	\$8,342.70	282,216.41	\$12,427.83		\$20,770.53
May-Jun	288,359	\$8,406.90	308,133.07	\$13,305.31		\$21,712.21
Jun-Jul	397,949	\$9,027.39	426,601.00	\$22,855.14		\$31,882.53
Jul-Aug	262,420	\$6,623.03	281,014.72	\$13,808.57		\$20,431.60
Aug-Sept	271,121	\$6,815.96	289,745.32	\$12,082.63		\$18,898.59
Sept-Oct	352,647	\$8,192.59	375,996.99	\$14,359.54		\$22,552.13
Oct-Nov	387,148	\$7,786.68	412,820.86	\$17,593.61		\$25,380.29
Nov-Dec	369,974	\$7,442.42	394,602.56	\$16,181.97		\$23,624.39
Dec-Jan	392,423	\$7,764.38	418,912.18	\$17,283.38		\$25,047.76
Totals	4,012,081	\$95,993.83	4,283,708	\$183,457.03		\$279,450.86

2013		Ameren IP		Homefield		
Period	Consumpt'n.	Total Cost	Consumpt'n.	Total Cost	Rate	Total Cost
	[KWH]	[\$]	[KWH]	[\$]	[\$/kwh]	[\$]
Jan-Feb	334,692	\$7,531.26	357,367.53	\$15,481.71		\$23,012.97
Feb-Mar	213,214	\$7,299.00	334,322.45	\$15,084.09		\$22,383.09
Mar-Apr	260,265	\$7,100.00	277,487.82	\$13,667.71		\$20,767.71
Apr-May	309,776	\$8,209.21	330,289.09	\$18,041.75		\$26,250.96
May-Jun	316,615	\$7,125.99	337,923.70	\$16,215.44		\$23,341.43
Jun-Jul	486,990	\$9,506.49	520,747.39	\$25,998.50		\$35,504.99
Jul-Aug	501,174	\$9,443.42	535,328.89	\$24,431.32		\$33,874.74
Aug-Sept	605,595	\$11,885.52	647,932.51	\$31,631.20		\$43,516.72
Sept-Oct	593,531	\$11,591.21	633,306.20	\$29,161.55		\$40,752.76
Oct-Nov	394,126	\$7,477.54	394,126.00	\$17,613.49		\$25,091.03
Nov-Dec	342,344	\$7,566.51	342,344.00	\$15,299.35		\$22,865.86
Dec-Jan	406,821	\$7,273.12	406,821.00	\$18,410.32		\$25,683.44
Totals	4,765,143	\$102,009.27	5,117,997	\$241,036.43		\$343,045.70

**BASE
Year**

2014		Ameren IP		Homefield		Electric
Period	Consumpt'n.	Total Cost	Consumpt'n.	Total Cost	Rate	Total Cost
	[KWH]	[\$]	[KWH]	[\$]	[\$/kwh]	[\$]
Jan-Feb	364,694	\$7,098.56	364,694.00	\$16,298.17	\$0.04469	\$23,396.73
Feb-Mar	360,344	\$7,618.35	360,344.00	\$16,103.77	\$0.04469	\$23,722.12
Mar-Apr	320,694	\$6,822.99	320,684.00	\$14,331.81	\$0.04469	\$21,154.80
Apr-May	282,760	\$6,718.85	282,760.00	\$12,636.55	\$0.04469	\$19,355.40
May-Jun	422,178	\$8,064.68	422,177.00	\$18,687.09	\$0.04426	\$26,751.77
Jun-Jul	399,595	\$7,889.21	399,595.00	\$17,857.90	\$0.04469	\$25,747.11
Jul-Aug	347,792	\$7,434.46	347,792.00	\$15,542.82	\$0.04469	\$22,977.28
Aug-Sept	528,702	\$9,536.28	528,701.00	\$23,627.65	\$0.04469	\$33,163.93
Sept-Oct	471,247	\$7,996.46	471,274.00	\$21,652.81	\$0.04595	\$29,649.27
Oct-Nov	443,686	\$8,428.33	443,868.00	\$19,836.46	\$0.04469	\$28,264.79
Nov-Dec	389,054	\$6,858.88	389,054.00	\$17,389.82	\$0.04470	\$24,248.70
Dec-Jan	425,291	\$9,291.45	425,291.00	\$19,006.25	\$0.04469	\$28,297.70
Totals	4,756,037	\$93,758.50	4,756,234	\$212,971.10		\$306,729.60

LEGEND

= estimate

= target

= Base Year

Billed Natural Gas Usage**Table A3: Billed Gas Use**

BASE Year Gas			
Period	Year	Gas Use	Total Cost
		[Therms]	[\$]
Dec-Jan	2013	40,660.26	\$21,910.61
Jan-Feb	2014	47,728.86	\$28,714.09
Feb-Mar	2014	25,265.40	\$19,312.59
Mar-Apr	2014	18,191.15	\$14,406.62
Apr-May	2014	7,239.84	\$5,823.88
May-Jun	2014	7,501.48	\$6,031.18
Jun-Jul	2014	4,972.03	\$3,996.30
Jul-Aug	2014	5,010.86	\$4,019.78
Aug-Sept	2014	12,014.11	\$8,061.55
Sept-Oct	2014	13,850.39	\$7,761.66
Oct-Nov	2014	14,691.32	\$2,024.61
Nov-Dec	2014	28,269.17	\$21,608.64
Totals		225,395	\$143,671.51
		unit cost>>>	\$0.6374 \$/therm

Table A4: Historic Gas Use (2011-2014)

2011	Nicor		
Period	Gas Use	Total Cost	Gas Rate
	[Therms]	[\$]	[\$/therm]
Jan-Feb	18716.64	\$12,103.92	\$0.65
Feb-Mar	12590.92	\$7,486.45	\$0.59
Mar-Apr	6289.92	\$3,854.39	\$0.61
Apr-May	2220.80	\$1,488.36	\$0.67
May-Jun	1711.26	\$1,206.75	\$0.71
Jun-Jul	1711.26	\$1,214.77	\$0.71
Jul-Aug	1213.82	\$919.21	\$0.76
Aug-Sept	2541.16	\$1,790.52	\$0.70
Sept-Oct	6859.92	\$4,334.84	\$0.63
Oct-Nov	9892.63	\$5,985.30	\$0.61
Nov-Dec	14025.60	\$8,023.00	\$0.57
Dec-Jan	20087.55	\$11,051.11	\$0.55
	97861.48	\$59,458.62	\$0.65

2012	Nicor		
Period	Gas Use	Total Cost	Gas Rate
	[Therms]	[\$]	[\$/therm]
Jan-Feb	18716.64	\$8,936.14	\$0.48
Feb-Mar	14833.39	\$6,338.58	\$0.43
Mar-Apr	7246.84	\$3,013.29	\$0.42
Apr-May	4738.55	\$1,731.85	\$0.37
May-Jun	3654.76	\$1,458.18	\$0.40
Jun-Jul	3398.98	\$1,610.37	\$0.47
Jul-Aug	2527.50	\$1,334.28	\$0.53
Aug-Sept	2905.45	\$1,557.76	\$0.54
Sept-Oct	8445.14	\$4,209.69	\$0.50
Oct-Nov	11613.71	\$5,792.53	\$0.50

Nov-Dec	13154.81	\$6,895.77	\$0.52
Dec-Jan	26277.22	\$13,941.57	\$0.53
Totals	117,513	\$56,820.01	\$0.484

2013 Nicor			
Period	Gas Use	Total Cost	Gas Rate
	[Therms]	[\$]	[\$/therm]
Jan-Feb	16,641.56	\$8,483.64	\$0.510
Feb-Mar	27,370.90	\$13,935.10	\$0.509
Mar-Apr	15,812.68	\$8,797.32	\$0.556
Apr-May	8,364.61	\$5,164.65	\$0.617
May-Jun	4,815.84	\$3,137.15	\$0.651
Jun-Jul	8,411.46	\$4,922.07	\$0.585
Jul-Aug	3,667.30	\$4,922.07	\$1.342
Aug-Sept	5,776.56	\$2,878.14	\$0.498
Sept-Oct	9,465.36	\$4,585.23	\$0.484
Oct-Nov	15,256.76	\$7,718.22	\$0.506
Nov-Dec	22,292.66	\$11,185.03	\$0.502
Dec-Jan	40,660.26	\$21,910.61	\$0.539
Totals	178,535.95	\$97,639.23	\$0.547

2014 Nicor			
Period	Gas Use	Total Cost	Gas Rate
	[Therms]	[\$]	[\$/therm]
Jan-Feb	47,728.86	\$28,714.09	\$0.602
Feb-Mar	25,265.40	\$19,312.59	\$0.764
Mar-Apr	18,191.15	\$14,406.62	\$0.792
Apr-May	7,239.84	\$5,823.88	\$0.804
May-Jun	7,501.48	\$6,031.18	\$0.804
Jun-Jul	4,972.03	\$3,996.30	\$0.804
Jul-Aug	5,010.86	\$4,019.78	\$0.802
Aug-Sept	12,014.11	\$8,061.55	\$0.671
Sept-Oct	13,850.39	\$7,761.66	\$0.560
Oct-Nov	14,691.32	\$2,024.61	\$0.138
Nov-Dec	28,269.17	\$21,608.64	\$0.764
Dec-Jan	14,830.83	\$8,506.32	\$0.574
Totals	199,565	\$130,267.22	\$0.653

LEGEND

= estimate

= target

= Base

Year

BASE Year Gas			
Period	Year	Gas Use	Total Cost
		[Therms]	[\$]
Dec-Jan	2013	40,660.26	\$21,910.61
Jan-Feb	2014	47,728.86	\$28,714.09
Feb-Mar	2014	25,265.40	\$19,312.59
Mar-Apr	2014	18,191.15	\$14,406.62
Apr-May	2014	7,239.84	\$5,823.88
May-Jun	2014	7,501.48	\$6,031.18
Jun-Jul	2014	4,972.03	\$3,996.30
Jul-Aug	2014	5,010.86	\$4,019.78
Aug-Sept	2014	12,014.11	\$8,061.55
Sept-Oct	2014	13,850.39	\$7,761.66
Oct-Nov	2014	14,691.32	\$2,024.61
Nov-Dec	2014	28,269.17	\$21,608.64
Totals		225,395	\$143,671.51

unit cost>>>	\$0.6374	\$/therm
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APPENDIX B: UTILITY BILL ANALYSIS

Utility data for the building is presented in the following graphs. Figure B-1 shows monthly electricity consumption for calendar years 2011 through 2014. (This raw data is presented in Appendix A.) Electricity and gas usage rises sharply in 2013 and remains at that level through 2014.

Figure B-1: Monthly Electricity Use Comparison (2011-2014)

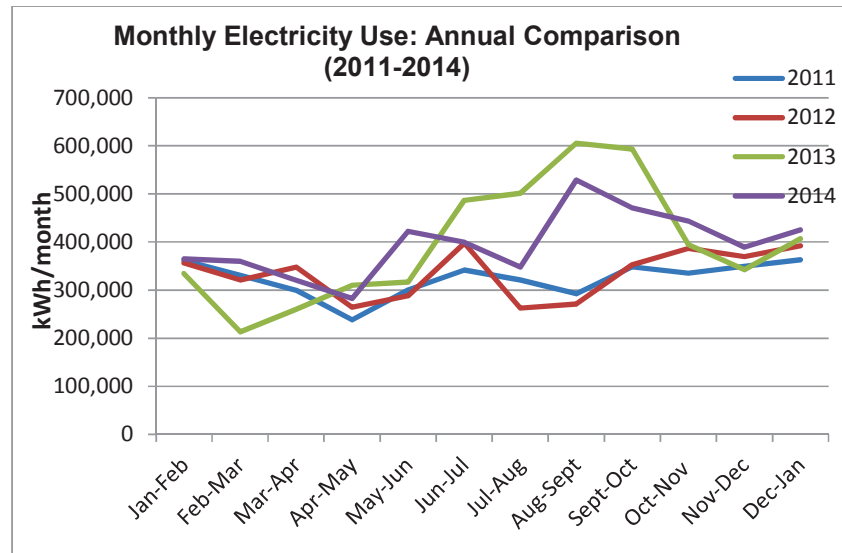


Figure B-2: Annual Electricity Use Comparison (2011-2014)

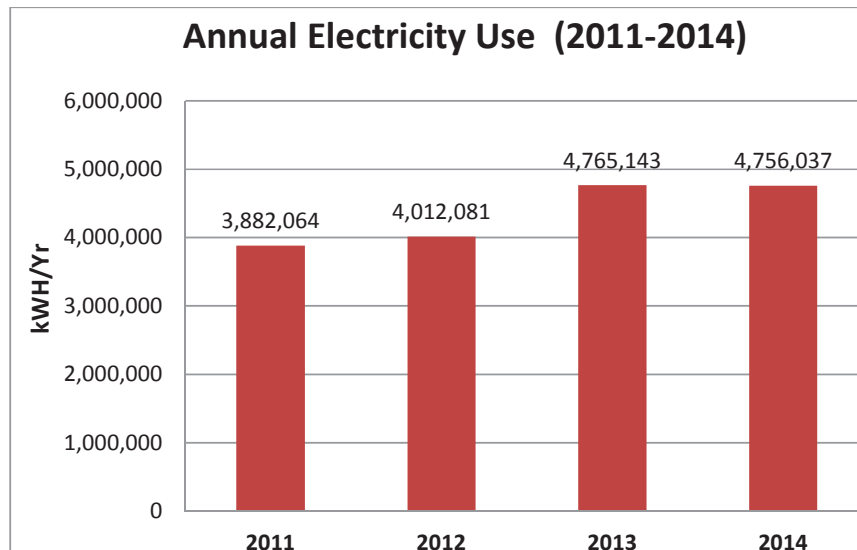
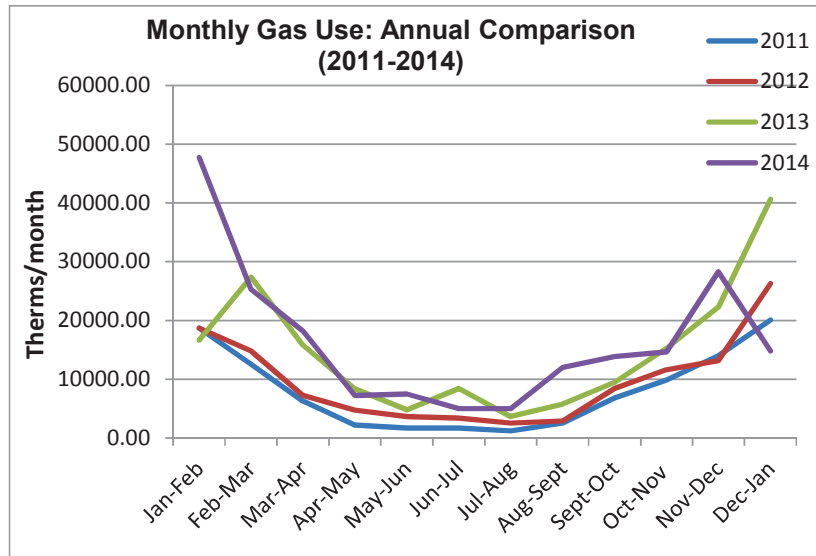
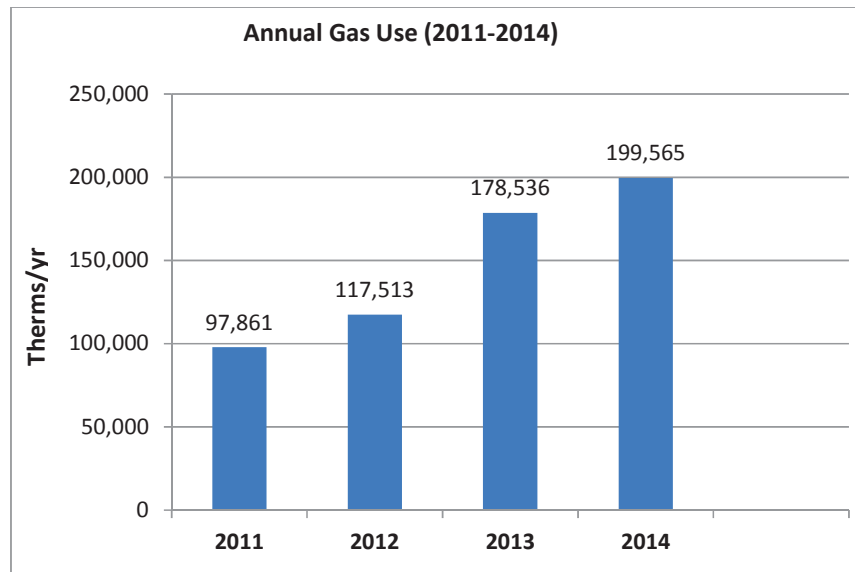


Figure B-3: Monthly Gas Use Comparison (2011-2014)**Figure B-4: Annual Gas Use Comparison (2011-2014)**

Analysis.

Electricity usage rose sharply in 2013 and remained at that level through 2014. Similarly, Figure B-3 which indicates monthly variations in natural gas consumption also shows gas usage is higher in 2013 and 2014 as compared to 2011 and 2012. Note the “bump” in gas use in Feb-Mar 2013. It remains at this higher rate of use through Nov-Dec 2014. This increase is consistent with the change in operation following broken chiller compressors subsequent to the installation of speed drives on the air handlers (i.e. AHU-1, -2, -9, -9) in 2012 (i.e. the major air systems were allowed to run continuously at full speed.). The annual effect is shown in Figure B-4 -- a significant rise in annual gas consumption.

Building Automation System Contribution

Also part of the excess energy use problem was the building automation system’s scheduling. When a system was scheduled OFF, it remained OFF until it was manually restarted. This annoying characteristic contributed to not scheduling HVAC system operation. The BAS is used to manually start and stop equipment.

Estimated Electricity Use of Ice Plant

Fifteen-minute interval data of the main power feed was obtained from Ameren. It facilitated evaluation of electricity profiles. The profiles enabled the electricity use of the Ice Plant to be estimated.

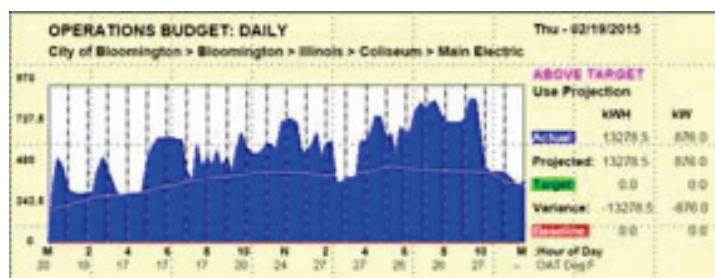


Figure B-5: Coliseum Main Power Daily Profile (2/19/2015)

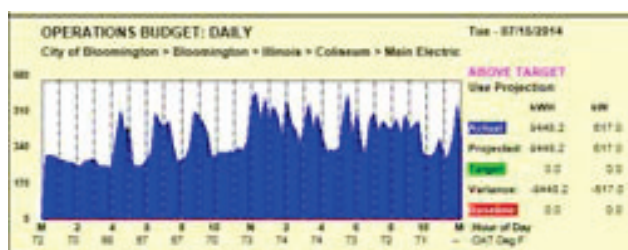


Figure B-6: Coliseum Main Power Daily Profile (7/15/2014)

The CIMCO ice making system was in operation all of the 2014 base year. The ice plant operates in an ON or OFF fashion. Because there are multiple chillers which can modulate the ice plant electricity draw does vary.

The upshot of the ice plant operation is that it has a distinctive profile. Because of the On/OFF operation of the ice plant and the continuous operation of the HVAC system during the Base period, it was possible to estimate the electricity use of the ice plant. See table below in which 14 days are evaluated.

The method used to estimate each day was to visually determine when the ice plant was in operation using 15-minute interval data obtained from Ameren (the local electric utility). The estimated Ice Plant daily electric consumption values of the sample days was averaged. It was 2,570.4 KWH/day.

The difference of the average daily KWH use for the month of the sample and the actual total daily KWH for the sample day was taken. It showed that the sample days were 7.95% higher than average.

The annualized average sample of Ice Plant consumption was, accordingly, adjusted downward by 7.95% to account for the samples being taken on higher than average days.

Table B-1: Estimate Ice Plant Annual Electricity Use

**Estimated Annual Ice Plant
Electricity Use**

1/1/2014			Actual Daily Peak	Actual Total Daily	Actual Daily	Actual Daily	ICE Daily	ICE Daily	Actual Total Month Day Avg	Actual Month Low	Actual Month Hi	Day-Daily Avg
No	Date	DOY	kw	kwh	Tlo	Thi	iceKWH	iceKW	Modayavg kwh	MoLowKW	MoHiKW	Delta DailyKWH
1	1/10/2014	10	914	14525	30	48	1925	200	12324.2	651	917	2200.8
2	2/18/2014	49	835	11995	39	52	1910	320	12745.4	691	1015	-750.4
3	3/15/2014	74	890	14020	49	60	1695	260	12053.5	701	900	1966.5
4	4/21/2014	111	655	8817	68	76	1438	320	8956.8	523	780	-139.8
5	5/28/2014	148	939	15512	76	85	3185	330	11475.9	547	1150	4036.1
6	6/19/2014	170	982	18478	80	91	2873	250	14829.5	607	1083	3648.5
7	6/28/2014	179	792	13819	78	85	2160	300	14829.5	607	1083	-1010.5
8	7/25/2014	206	550	9053	72	77	1810	220	10683.9	566	946	-1630.9
9	8/31/2014	243	1054	20418	79	85	2715	350	15171.7	598	1174	5246.3
10	9/7/2014	250	890	16402	73	82	2700	340	16606.9	790	1142	-204.9
11	10/7/2014	280	970	15950	62	74	3673	350	15434.7	742	1054	515.3
12	11/17/2014	321	758	12718	28	35	3310	300	13345.0	737	955	-627.0
13	12/14/2014	348	739	13149	53	55	2943	330	12424.7	679	924	724.3
14	2/19/2015	50	876	13278	17	29	3648	350	12745.4	703	1015	532.6
Averages			846	14152.4	57.4	66.7	2570.4	301.4	13116.2	653.0	1009.9	1036.2
Annualized			5,165,636				938,180		4,787,416			
Actual Annual			4,756,234						4,756,234			
Difference			409,402						31,182			
% difference			8.61%				adjust by 7.95%		0.66%		7.95%	

Adjusted
annual KWH

863,575

The figures below show selected days of 2014. The Ameren Main Power data is the Blue curve. The estimated Ice Plant Power is the Green Curve. The net Building Power is the Red curve.

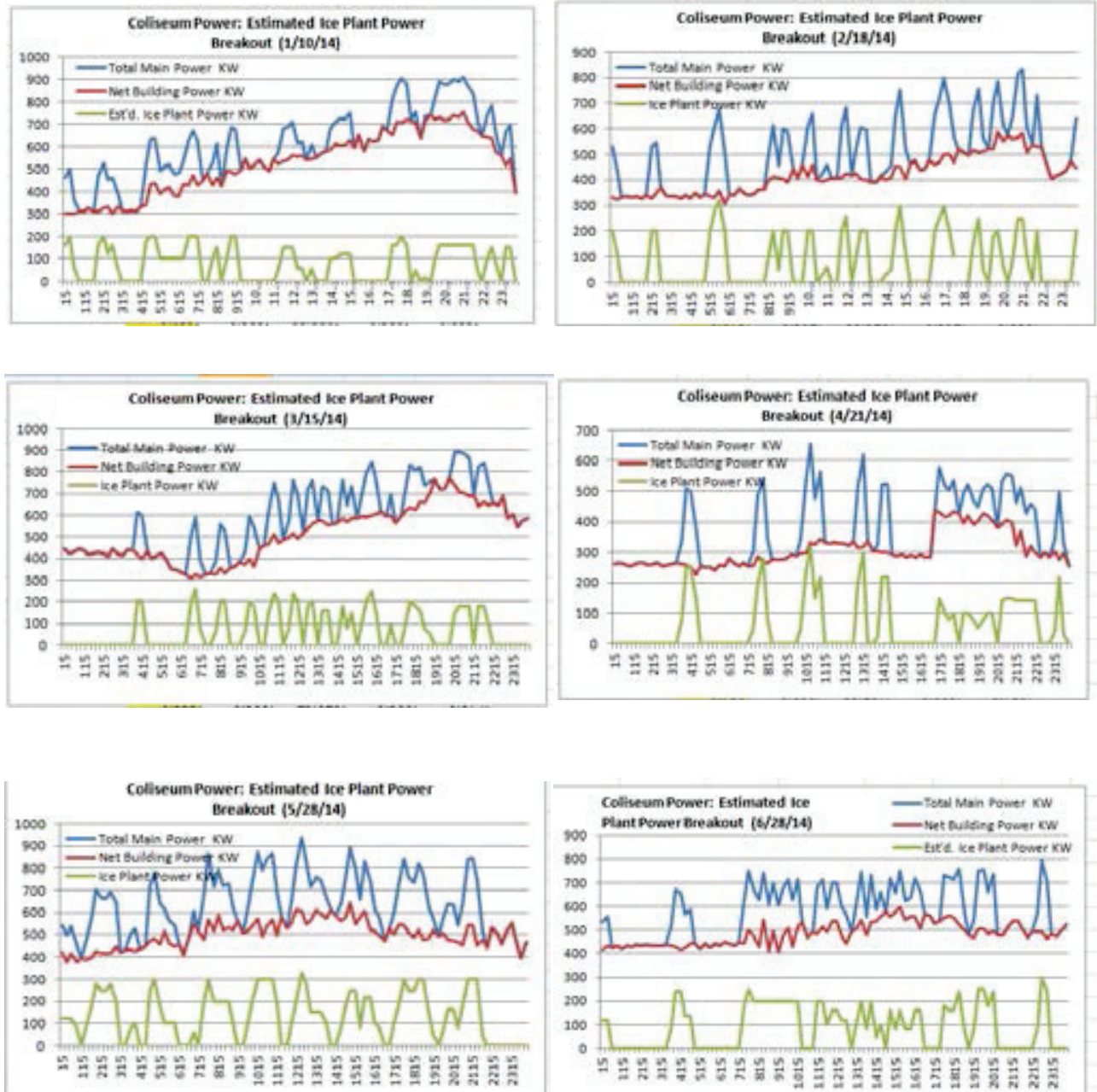


Figure B-7: Estimated Ice Plant Power (January, 2014 – June, 2014)

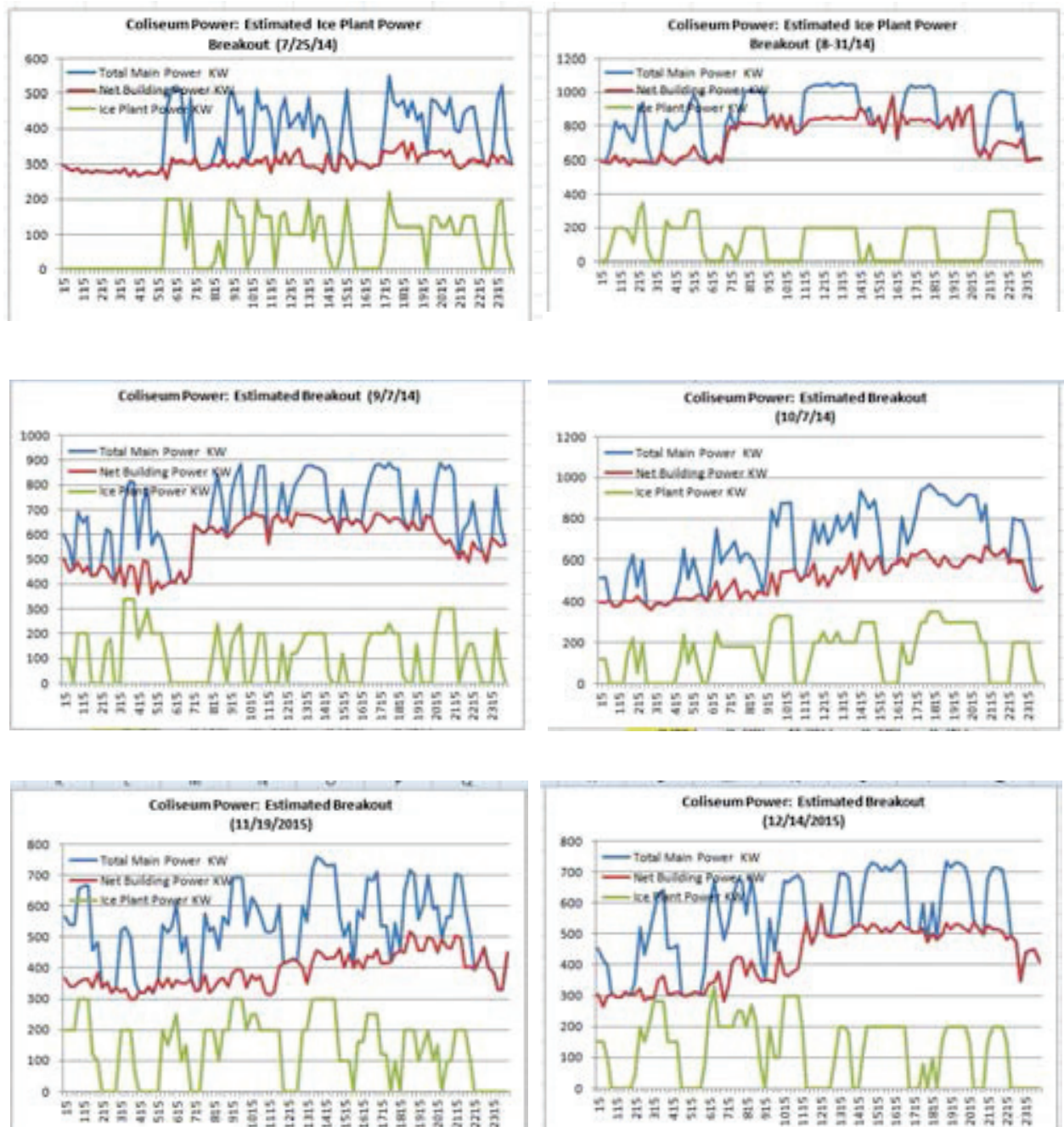


Figure B-8: Estimated Ice Plant Power (July , 2014 – December, 2014)

APPENDIX C: VALIDATION PLAN

The validation approach for the building is to monitor space temperature, power use, and occupancy to determine if the building is being operated efficiently. By monitoring main power and ice plant power, it is possible to “net out” building power. By monitoring occupancy in the Arena and Concourse, it is possible to know when [high energy-using] events occur and when the Arena and Concourse HVAC systems should be in Unoccupied Mode.

Coliseum: Main Power & Ice Plant Power Profiles (4/2/15 – 4/9/15)

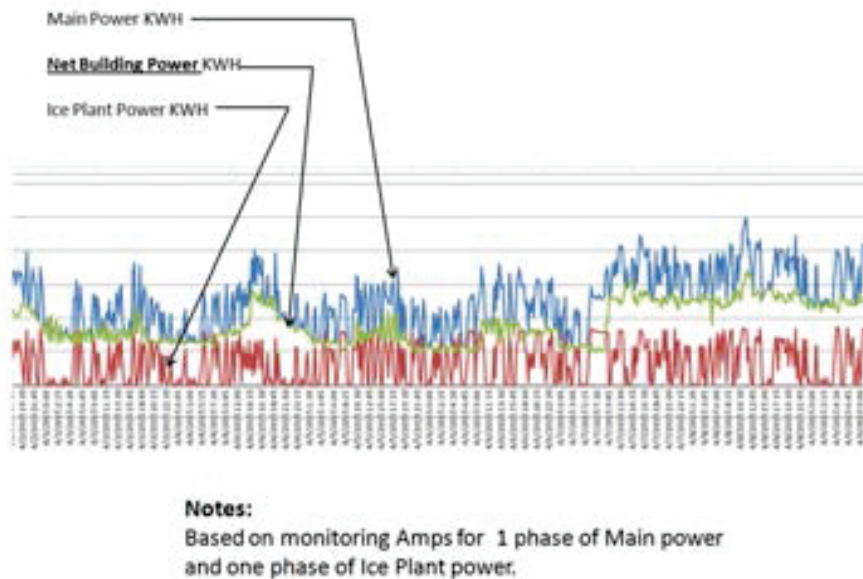


Figure C-1: Monitor Main Power & Ice Plant Power to Net Building Power (4/2/15-4/9/15)

Points of Monitoring

Power.

It is necessary to break out the power used for **ice-making**. Accordingly, a sub-meter is to be installed on that feeder.



Figure C-2: Ice Plant Breaker

Interval **main power** data has been acquired in 15-minute intervals for the last two years (2013-2014) from Ameren.

Temperatures

Selected space temperatures in the Arena, Concourse, and Lite Bar were monitored using temporary data loggers.

Occupancy

Occupancy sensors (especially in the arena and concourses) are to be used to determine actual occupancy. They should also allow differentiation between practice periods and spectator-attended games.

APPENDIX D: LOGGER DATA EVALUATION

Data collected from Onset data Loggers is evaluated in this section. The location of the loggers deployed is given in the figure below. Loggers were deployed from 2/19/15 through 3/22/15.

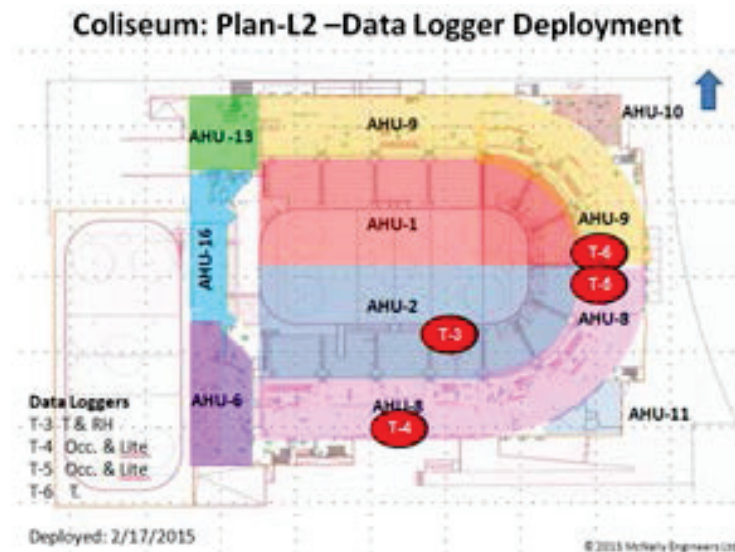


Figure D-1: Coliseum: First Data Logger Deployment Locations (2/17/2015)

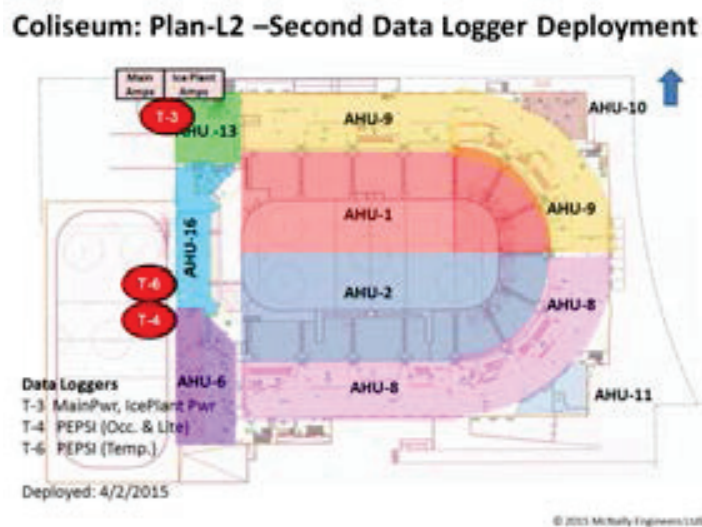


Figure D-2: Coliseum: Second Data Logger Deployment Locations (4/2/2015)

Occupancy

Occupancy sensors were placed in the Lite Bar and at the East Main Entrance. The sensors at both locations were able to identify when events were in progress as well as give an indication when the events were over.

The overall graphic of the Lite Bar Occupancy Sensor is given in the figure below.

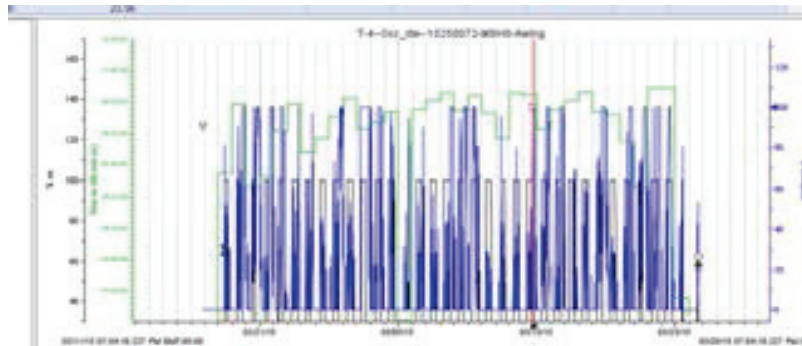


Figure D-3: Coliseum: Lite Bar Occupancy Sensor Data (2/19/15--3/22/15)

The overall graphic of the East Main Entrance Occupancy Sensor is given in the figure below.

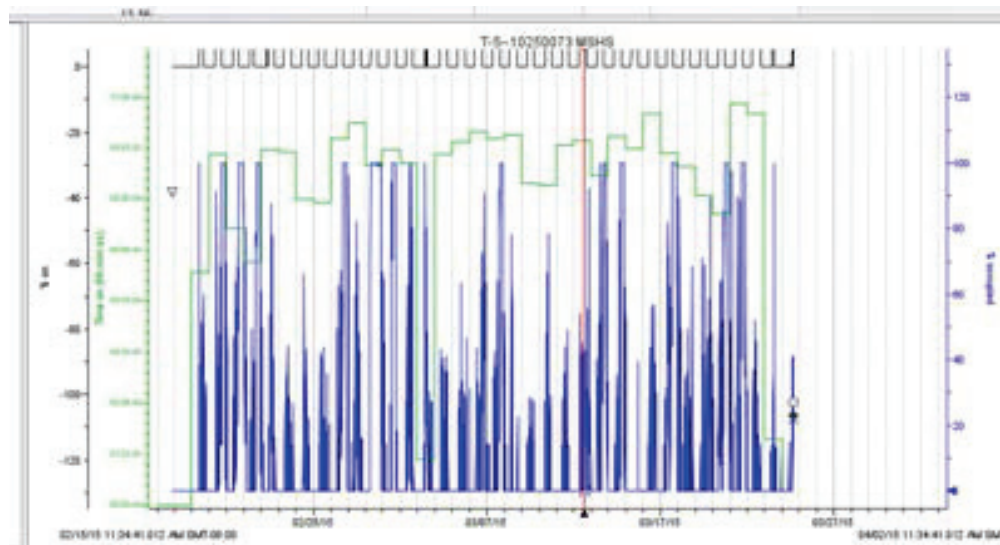


Figure D-4: Coliseum: East Main Entry Occupancy Sensor Data (2/19/15--3/22/15)

The occupancy data was able to distinguish non-event days, and to determine various event types (i.e. concerts or basketball, hockey). See table below.

Table D-1: Coliseum Arena: Daily Occupancy & Temperatures (2/19/15--3/22/15)

Temperature and Dew Point Conditions in Arena and Outside						
Date	DOW	Lite Bar Days Occupied (T4 ssr.)	East Entry Days Occupied (T5 ssr.)	Arena low F	Arena high F	Activity Type (a guess)
2/19/2015	Thu	Evening	Evening	68	72	Concert
2/20/2015	Fri	Evening	Evening	74	74	Concert
2/21/2015	Sat	Evening	Evening	64	71	Concert
2/22/2015	Sun	Aftn.	Aftn.	68	72	Concert
2/23/2015	Mon			67	67	
2/24/2015	Tue			67	67	
2/25/2015	Wed			67	67	
2/26/2015	Thu	Evening	Evening	68	71	Concert
2/27/2015	Fri			68	68	
2/28/2015	Sat	All Day	All Day	73	73	Concert
3/1/2015	Sun	Aftn.	Aftn.	69	72	Concert
3/2/2015	Mon		Workers	68	71	
3/3/2015	Tue	Evening	Workers	67	72	Concert
3/4/2015	Wed			67	73	
3/5/2015	Thu			64	64	
3/6/2015	Fri	Evening	Workers	77	77	Concert
3/7/2015	Sat	Evening	Evening	72	72	Concert
3/8/2015	Sun	Morning		71	71	Concert
3/9/2015	Mon			65	65	
3/10/2015	Tue			65	65	
3/11/2015	Wed			65	65	
3/12/2015	Thu	Evening		73	73	
3/13/2015	Fri	Evening	Evening	67	67	Hockey
3/14/2015	Sat	Evening	Evening	66	66	Hockey
3/15/2015	Sun			65	65	
3/16/2015	Mon			65	65	
3/17/2015	Tue	Evening	Evening	66	66	Hockey
3/18/2015	Wed			65	65	
3/19/2015	Thu	Evening		66	66	
3/20/2015	Fri	Evening	Evening	66	66	Hockey
3/21/2015	Sat	Morn. & Evng.	Evening	66	66	Hockey
3/22/2015	Sun	Noon		68	68	
	Low			64	64	
	Average			67.7	68.8	
	High				77	

Space Temperature

The overall graphic of the East Main Entrance Space Dry Bulb temperature is given in the figure below.

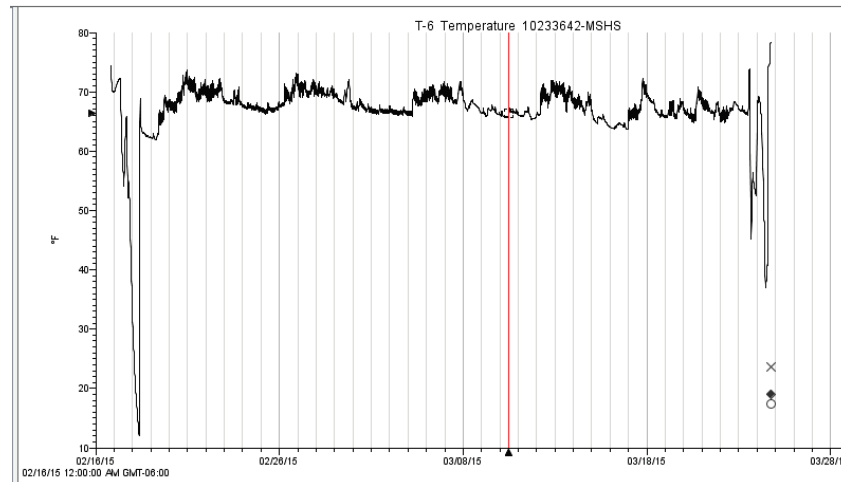


Figure D-5: Coliseum: East Main Entry (Concourse) Space Temperature Data (2/19/15--3/22/15)

It was noted that there were not significant temperature setbacks in the Concourse. This is probably because the Concourse has perimeter hot water baseboard heating which was not set back during unoccupied periods.

The overall graphic of the Arena Space Dry Bulb and Dew Point Temperatures is given in the figure below.

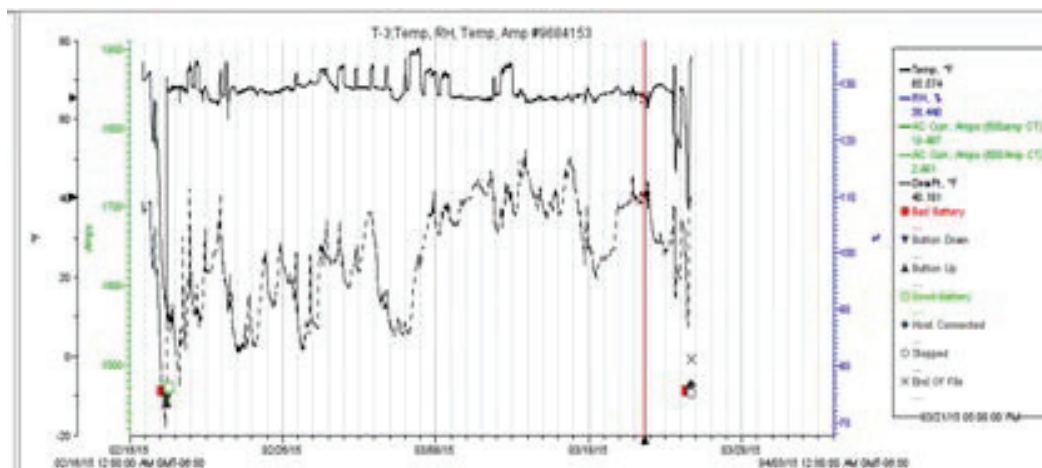


Figure D-6: Coliseum: Arena Space Temperature & Dew Point Data (2/19/15--3/22/15)

It was noted that the space dry bulb temperature was raised to low 70's during some performances, and that it was kept in mid 60's for other events. The dew point temperature is driven by the outside air dew point temperature.

Dew Point and Condensation on Building Surfaces

Regarding dew point conditions in an ice rink, it was noted that condensation on building surfaces was to be avoided. For this reason, the humidity data collected was expressed in terms of dew point temperature. The dew point temperature is the temperature at which condensation on a cold surface begins. The table below, which gives inside and outside temperatures and dew point, was developed to evaluate if this was a problem in the Arena during the monitoring period.

Table D-2: Coliseum: Arena Space & Outside Temperature & DP Data (2/19/15--3/22/15)

Temperature & Dew Point Conditions in Arena and Outside										
Date	DOW	Arena low F	Arena high F	Arena DPT (F)	Outside low F	Outside high F	Outside DPT (F)	Delta DPT (F)	Estimated Inside Surface Low Temp (F)	Estimated Inside Low T Surface Above Inside DPT (F)
Col A	Col B	Col C	Col D	Col E	Col F	Col G	Col H	Col I	Col J	Col K
2/19/2015	Thu	68	72	25	-4	9	-11	36	32	7
2/20/2015	Fri	74	74	10	1	26	3	7	37.5	27.5
2/21/2015	Sat	64	71	26	17	36	21	5	40.5	14.5
2/22/2015	Sun	68	72	23	5	27	6	17	36.5	13.5
2/23/2015	Mon	67	67	13	-1	16	-7	20	33	20
2/24/2015	Tue	67	67	14	2	34	9	5	34.5	20.5
2/25/2015	Wed	67	67	18	18	34	17	1	42.5	24.5
2/26/2015	Thu	68	71	20	7	21	13	7	37.5	17.5
2/27/2015	Fri	68	68	5	-6	17	-3	8	31	26
2/28/2015	Sat	73	73	16	3	24	12	4	38	22
3/1/2015	Sun	69	72	25	18	27	19	6	43.5	18.5
3/2/2015	Mon	68	71	18	13	28	16	2	40.5	22.5
3/3/2015	Tue	67	72	36	26	37	31	5	46.5	10.5
3/4/2015	Wed	67	73	15	13	31	10	5	40	25
3/5/2015	Thu	64	64	9	2	15	1	8	33	24
3/6/2015	Fri	77	77	21	0	29	10	11	38.5	17.5
3/7/2015	Sat	72	72	35	28	50	31	4	50	15
3/8/2015	Sun	71	71	36	31	46	33	3	51	15
3/9/2015	Mon	65	65	40	31	52	37	3	48	8
3/10/2015	Tue	65	65	44	36	55	40	4	50.5	6.5
3/11/2015	Wed	65	65	46	34	59	42	4	49.5	3.5
3/12/2015	Thu	73	73	41	29	57	35	6	51	10
3/13/2015	Fri	67	67	46	38	57	44	2	52.5	6.5
3/14/2015	Sat	66	66	42	43	61	42	0	54.5	12.5
3/15/2015	Sun	65	65	39	32	65	38	1	48.5	9.5
3/16/2015	Mon	65	65	49	48	75	46	3	56.5	7.5
3/17/2015	Tue	66	66	40	34	57	31	9	50	10
3/18/2015	Wed	65	65	25	30	45	22	3	47.5	22.5
3/19/2015	Thu	66	66	31	32	52	30	1	49	18
3/20/2015	Fri	66	66	39	36	45	37	2	51	12
3/21/2015	Sat	66	66	40	36	59	38	2	51	11
3/22/2015	Sun	68	68	31	30	56	28	3	49	18
Low		64	64	5	-6	9	-11	0	31	3.5
Average		67.7	68.8	28.7	20.7	40.7	22.5	6.2	44.2	15.5
High		77	77	49	48	75	46	36	56.5	27.5

An evaluation of the data shows that the inside dew point tracks outside dew point closely. Inside dew point is greater than outside dew point (as would be expected due to ice in the rink and occupants at events). See Figure below.

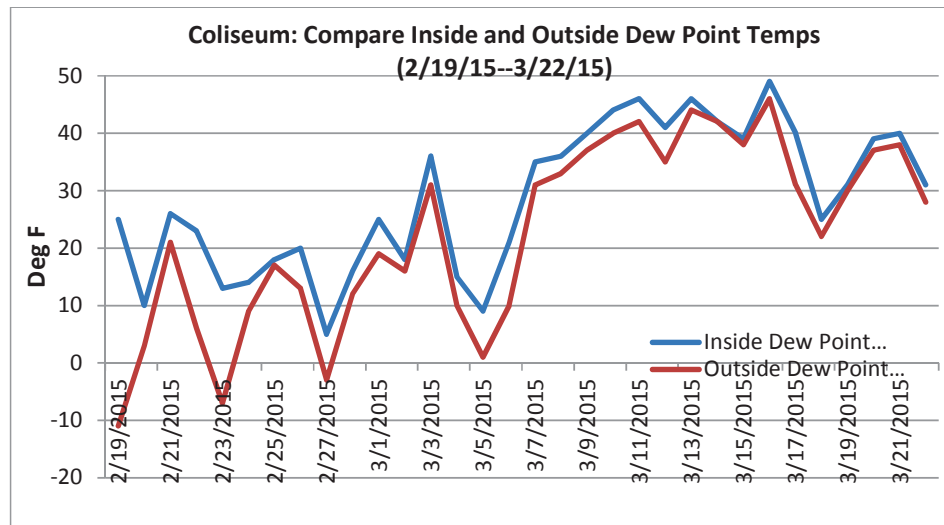


Figure D-7: Coliseum: Arena & Outside Dew Point temperatures (2/19/15--3/22/15)

To get a sense if this were a problem, inside dew point was compared to an estimated inside surface temperature. The inside surface would be, perhaps, a steel roof member. The approach used was to estimate that the inside surface temperature was the average of the inside and outside air daily low temperatures. In the figure below, it shows that the estimated inside surface temperature was on average over 15 Degrees F higher than the inside dew point.

The temperature range of the collected data spanned winter, spring, and light summer weather.—**without condensation concerns**. See figure below which plots Inside Dew Point and Estimated Inside Surface Temperature. In the evaluation above, the dew point temperature was a minimum of 3.5 deg F above the estimated minimum building surface temperature (**no dew**). It's average was 15.5 degrees F above the dew point.

Conclusion: This condition should not result in condensation for the data set collected.

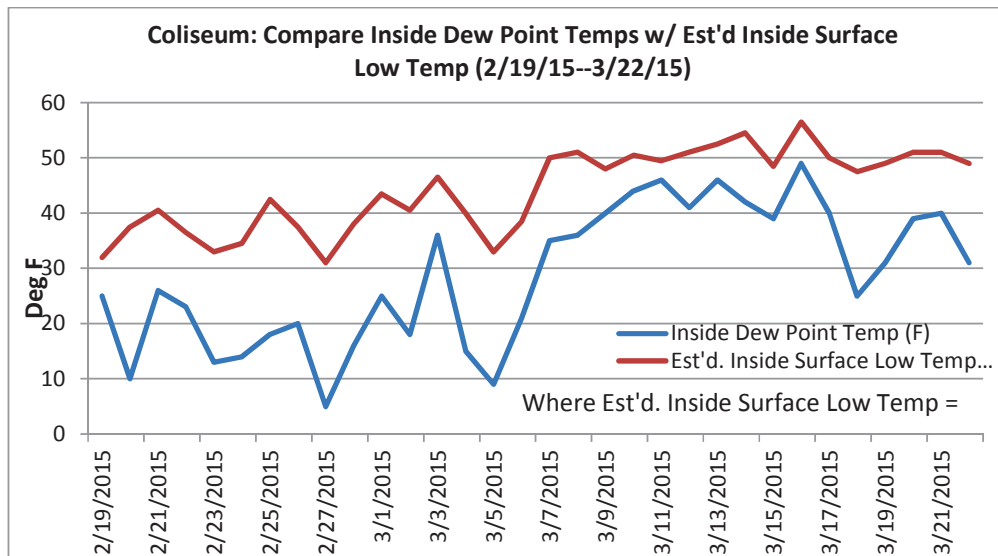


Figure D-8: Coliseum Arena: Compare Inside Dew Point and Est'd Inside Surface Temperatures (2/19/15--3/22/15)

Suggested Actions:

1-Concourse: Suggest lowering night setback temperature in the Concourse.

2-Arena: This investigation also prompted the addition of a High Dew Point Override to the Arena controller sequence. (See RCxM-2.)

APPENDIX E: ENERGY PLUS

The technique used to determine coil energy loads at HVAC systems was to employ Energy Plus – a software program sponsored by the Department of Energy. It is quite comprehensive; its ancestry goes back more than 30 years.

The nature of the energy-saving measures at the US Cellular Coliseum lent itself to an energy simulation approach to energy analysis.

The goal of the simulation was to calculate hot and chilled water coil air handler loads for each zone of the building.

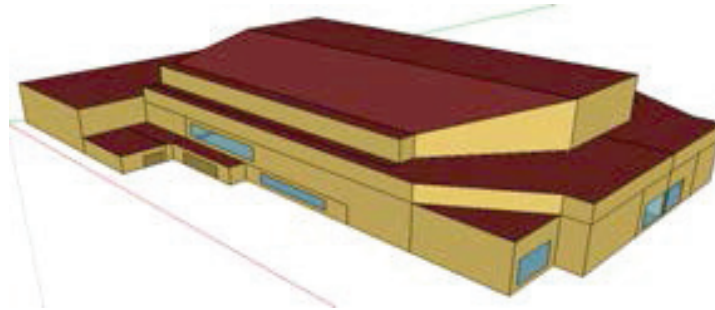


Figure E-1- Energy Plus Model of US Cellular Coliseum (from Southeast)

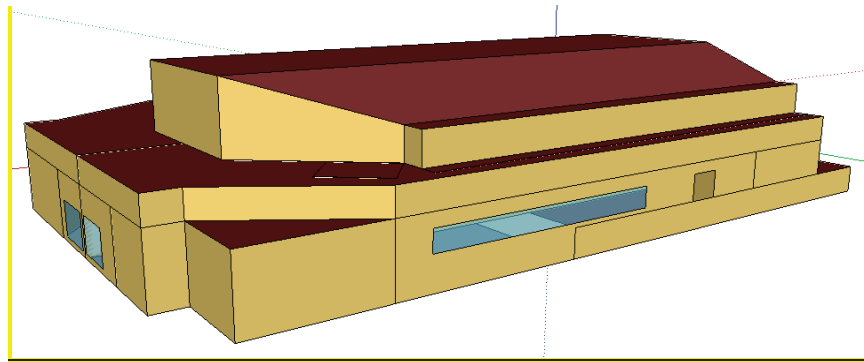


Figure E=2- Energy Energy Plus Model of US Cellular Coliseum (From Northeast)

The Energy Plus computer program was used to simulate the performance of the heating, ventilation, and air conditioning equipment at the Coliseum. A comprehensive 16-zone model of the facility was

developed. The building envelope (walls, roof, and windows) was defined, as were lights, occupants, and internal loads. Hourly weather data from National Weather Service was used (Bloomington, Illinois). The energy use of the facility is calculated each hour for a one-year period. The effects of the sun, clouds, internal and external space temperatures, operation of lights and internal equipment are all considered by the program. The figure below shows how Energy Plus was used to identify energy savings of the various projects being proposed.

Major parameters used to define the Base model for the Coliseum are shown below.

Table E-1A: Coliseum Energy Plus Model Major Parameters

EP AHU Zones and Air Flows

EP Zone	Description	EP ID	AHU ID	PG ID	EP Flr Area (SF)	Adj. Flr Area (SF)	Height (ft)	S-Air (CFM)	Design OA (CFM)	Exhaust (CFM)	Exhaust (% of Supply) ¹	Lighting (Watts)
					166,415	180,000		174,545	81,920	77,895	44.6%	296,054
1	Arena & Seating	57871B	1,2	1	63,100	68,251	60	90,000	40,000	0	0.0%	118900
2	Lockers (Comm Rink)	B4B6AE	3	3	5,285	5,716	12	2,500	2,500	287	11.5%	6216
3	Lockers (Arena)	710682	4	1	11,640	12,590	12	6,500	6,500	0	0.0%	12618
4	Community Rink	7AD18D	5	3	22,423	24,253	30	5,000	1,650	20,000	400.0%	70956
5	Admin Ofcs	BEF1BC	6	5	2,876	3,111	12	3,000	500	0	0.0%	6557
6	LL Storage (North)	1E5DE5	7	1	13,190	14,267	16	3,000	960	5,090	169.7%	13096
7	South Concourse	C98FFD	8	1	10,793	11,674	12	15,000	6,000	13,020	86.8%	14044
8	North Concourse	856C7F	9	1	6,906	7,470	12	15,000	6,000	16,555	110.4%	14327
10	S. Triangle (Ofcs)	52176E	10		3,171	3,430	12	3,000	500	0	0.0%	1628
9	N. Triangle (Tix)	4BA7FE	11	1	2,209	2,389	12	1,600	180	0	0.0%	1038
11	Kitchen	39132D	13	2	1,514	1,638	12	14,345	12,975	14,300	99.7%	1508
12	Audio/Visual	8455CE	14		781	845	12	1,200	200	0	0.0%	1068
13	Entry (Comm Rink)	FAD0E7	15	3	1,814	1,962	14	4,000	1,000	157	3.9%	7780
14	Restaurant	B4C793	16	2	3,903	4,222	12	7,200	1,750	0	0.0%	2562
15	N. Skybox Corr	116F9B	17	4	9,572	10,353	12	1,600	545	4,060	253.8%	1208
16	S. Skybox Corr.	8F28B0	18	4	7,238	7,829	12	1,600	660	4,426	276.6%	1209
Ext	Exterior											21339

1. Note: Exhaust fans run continuously per Coliseum personnel.

Table E-1B: Coliseum Energy Plus Model Major Parameters

EP Zone	Description	Vent Rate (CFM/SF)	CFM OA/psn	Air Cond Est Tons	SF/Ton	OA CFM (@ 15%)	Min OA CFM Lrg of Exh & 15%	Max AHU Design Winter OA CFM	Peo-ple	Liting KW	Intern' l Elect kw	Volume (cu ft)
				563	320	26,182	95,301	81,920	7,764	280.0	72.0	5,485,782
1	Arena & Seating	1.43	5.71	213.3	320	13,500	13,500	40,000	7,000	118.900	27.30	3,786,000
2	Lockers (Comm Rink)	0.47	33.33	17.9	320	375	375	2,500	75	6.216	2.287	63,420
3	Lockers (Arena)	0.56	65.00	39.3	320	975	975	6,500	100	12.618	5.036	139,680
4	Community Rink	0.22	13.20	75.8	320	750	20,000	1,650	125	70.956	9.701	672,690
5	Admin Ofcs	1.04	20.00	9.7	320	450	450	500	25	6.557	1.244	34,512
6	LL Storage (North)	0.23	64.00	44.6	320	450	5,090	960	15	13.096	5.707	211,040
7	South Concourse	1.39	34.29	36.5	320	2,250	13,020	6,000	175	14.044	4.670	129,516
8	North Concourse	2.17	40.00	23.3	320	2,250	16,555	6,000	150	14.327	2.988	82,872
10	S. Triangle (Ofcs)	0.95	100.00	10.7	320	450	450	500	5	1.628	1.372	38,052
9	N. Triangle (Tix)	0.72	36.00	7.5	320	240	240	180	5	1.038	0.956	26,508
11	Kitchen	9.47	1,297.50	5.1	320	2,152	14,300	12,975	10	1.508	0.655	18,168
12	Audio/Visual	1.54	50.00	2.6	320	180	180	200	4	1.068	0.338	9,372
13	Entry (Comm Rink)	2.21	66.67	6.1	320	600	600	1,000	15	7.780	0.785	25,396
14	Restaurant	1.84	43.75	13.2	320	1,080	1,080	1,750	40	2.562	1.689	46,836
15	N. Skybox Corr	0.17	54.50	32.4	320	240	4,060	545	10	1.208	4.141	114,864
16	S. Skybox Corr.	0.22	66.00	24.5	320	240	4,426	660	10	1.209	3.132	86,856
Ext	Exterior									5.240		

Energy Plus was used to evaluate the effects of temperature deadbands, set-backs, seasonal setpoint adjustments, and HVAC system shut-down on nights and weekends.

As the natural gas and electricity use of the facility was known, the Energy Plus model of the facility was tuned to obtain that quantity of annual gas consumption. Once this was done, the effects of certain conservation measures were determined by making changes to the base model and noting the changes in energy use.

More information on Energy Plus may be found at: <http://www.eere.energy.gov/buildings/energyplus>

Finally, the estimated coil energy savings for the measures investigated are shown below.

Results

The Energy Plus model of US Cellular Coliseum, Bloomington IL was tuned to mimic the Coliseum's utility bills. The figure below shows the model compared to the utility bills.

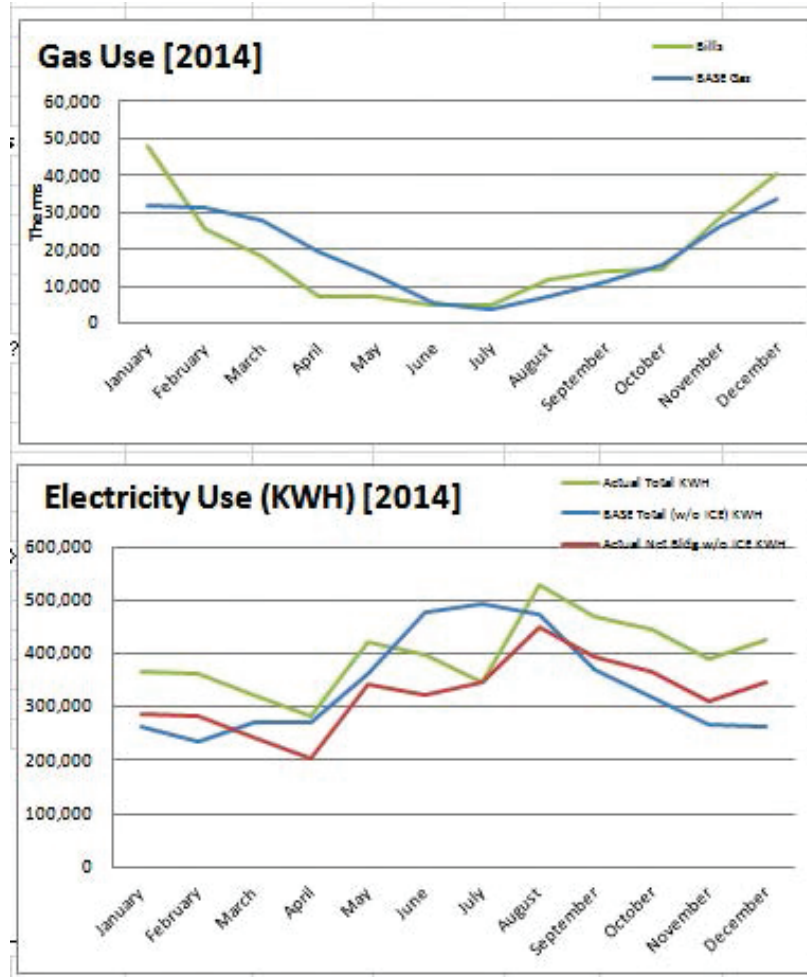


Figure E-3 Coliseum: Comparison of Utility Bills with Energy Plus BASE2 Simulation

APPENDIX F: OPTIMUM START APPROACH

Optimum Start Approach

When a zone is in the Unoccupied mode, the central controller shall continually recalculate and reset the space temperature setpoint such that at the end of the Unoccupied Mode the space temperature shall be at the setpoint temperature of the Mode which follows. The technique shall be based on the rate of space temperature rise as a function of outside air temperature. Two reference points shall be used to determine this rate of rise. See commentary below for discussion of this technique.

Discussion of Optimum Start Technique

The Optimum Start technique is based on linear interpolation/extrapolation between two observed conditions of space temperature rise or drop at startup. For heating, inputs would be deg F/hour of space temp. rise at outside air condition X at two conditions (i.e. at 10F OAT and 40F OAT). Cooling would be the logical opposite. See figure below for Inputs.

☒ Show Advanced Settings

Advanced

Range Stops
 Temp. Max Heating Setpoint 72 °F Temp. Min Cooling Setpoint 73 °F

Recovery

	Cool	Heat
OAT at Min Ramp	90 °F	0 °F
Min Ramp Rate	3 °F/hr	5 °F/hr
OAT at Max Ramp	70 °F	40 °F
Max Ramp Rate	6 °F/hr	8 °F/hr

Recover Lead Time Information:

-  Cool Ramp Starts at 1.50 to 2.17 hours before OCC
-  Heat Ramp Starts at 1.92 to 2.50 hours before OCC

Figure F-1: Optimum Start Inputs

The system would use this information to continuously re-calculate the hours before startup and the setpoint temperature needed at that time such that the system would be at Occupied space temperature at the time of Occupancy [or at the Shoulder-Unoccupied space setpoint temperature if that Mode followed the Unoccupied Mode]. During the heating ramp up if conditions changed such that the space would arrive at setpoint before occupancy, the system would revert to unoccupied mode with revised setback temperature.

Implementation of the optimum start ramp up may be made by continually resetting the Setback Space Temperature setpoint subject to a minimum (adjustable) setback setpoint (i.e. 55F).

Characteristics of this technique. Space temperature may rise and may pause during the rise. During severe cold weather, it would not be allowed to drop as low as during less severe weather. The full capability of the system(s) to raise the space temperature quickly would be utilized. Temperature ramp ups could be of short duration. Ventilation air would not be used during ramp ups.

Examples of these characteristics are in the temperature trend figure below. Notice how it prevents the space temperature from going too low when very cold.

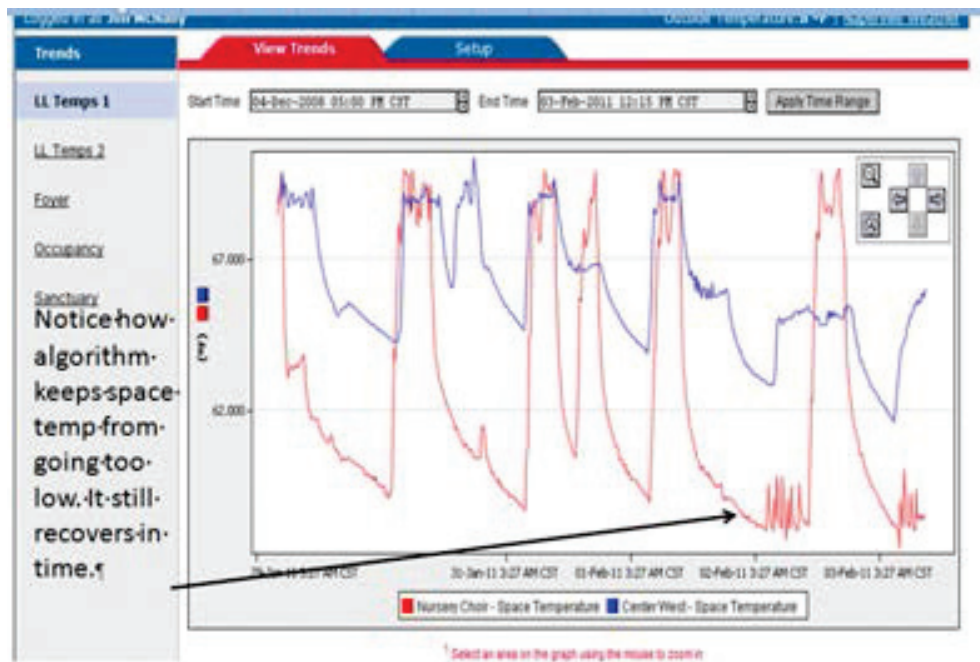


Figure F-2: Trend Showing Desired Characteristics of “Revised Optimum Start”

APPENDIX G: RCXM-1 OPERATIONS SNAPSHOTS

RCxM-1: Arena and Concourse HVAC Operations

The Arena and Concourse HVAC units operate together. The many open passageways between the two areas as well as the fact that the return air of the Concourse units are drawn from the Arena.

The Arena is a multi-purpose space. It accommodates ice hockey, football, basketball, concerts, motorcycle ice racing, pyrotechnic displays, and exhibits.

Environmentally, there are two distinct use types to be accommodated:

- Hockey (aka “ice in”)
- Non-hockey (aka “ice out”)

The goal of this retro-commissioning measure is to provide adequate environmental conditions for the various use types and to minimize energy use during the non-event periods. This has been done by defining the following operations types:

- Night (aka “Unoccupied”)
- Day: No Event
- Pre-event (accommodates warm-up, cool down, setup, practice. Spectators not present.)
- Event (Full air flows, outside air, exhausts at specified space temperatures)
- Fume Control (Quickly remove motorcycle and pyrotechnic fumes from the building.)

Operations snapshots are given for three outside air conditions:

- Outside air temperature is less than 35F
- Outside air temperature is between 35F and 75F
- Outside air temperature is greater than 75F

The thirty snapshots are summarized in the table below.

Table G-1: Event Day Control Modes

CONTROL MODES IDENTIFIED

Mode ID	Mode Description	OA Temperature	Arena Ice
Mode 1A.in	Night (Unoccupied)	Less than 35F	Ice in
Mode 1A.out	Night (Unoccupied)	Less than 35F	Ice out
Mode 1B.in	Daytime: No event	Less than 35F	Ice in
Mode 1B.out	Daytime: No event	Less than 35F	Ice out
Mode 1C.in	Pre-event	Less than 35F	Ice in
Mode 1C.out	Pre-event	Less than 35F	Ice out
Mode 1D.in	Event	Less than 35F	Ice in
Mode 1D.out	Event	Less than 35F	Ice out
Mode 1E.in	Pyrotechnics/Ice racing	Less than 35F	Ice in
Mode 1E.out	Pyrotechnics/Ice racing	Less than 35F	Ice out
Mode ID	Mode Description	OA Temperature	Arena Ice
Mode 2A.in	Night (Unoccupied)	Between 35F & 75F	Ice in

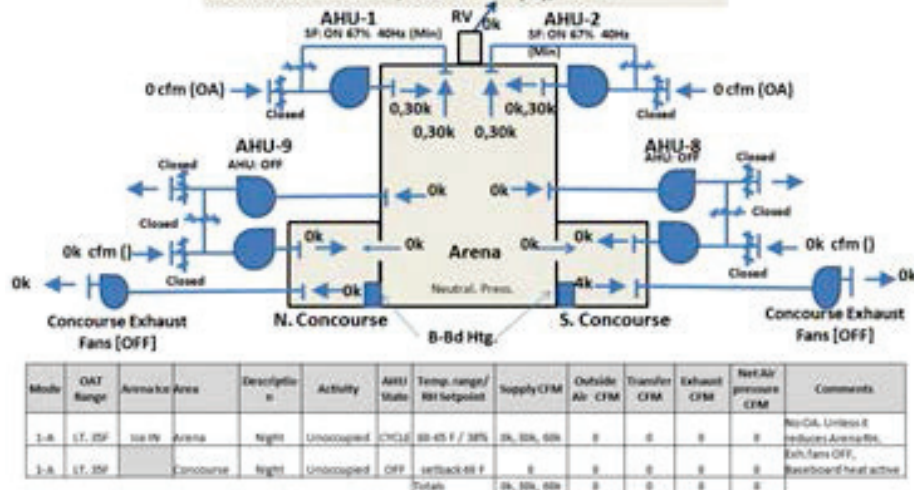
Mode 2A.out	Night (Unoccupied)	Between 35F & 75F	Ice out
Mode 2B.in	Daytime: No event	Between 35F & 75F	Ice in
Mode 2B out	Daytime: No event	Between 35F & 75F	Ice out
Mode 2C.in	Pre-event	Between 35F & 75F	Ice in
Mode 2C out	Pre-event	Between 35F & 75F	Ice out
Mode 2D.in	Event	Between 35F & 75F	Ice in
Mode 2D out	Event	Between 35F & 75F	Ice out
Mode 2E.in	Pyrotechnics/Ice racing	Between 35F & 75F	Ice in
Mode 2E out	Pyrotechnics/Ice racing	Between 35F & 75F	Ice out
Mode ID	Mode Description	OA Temperature	Arena Ice
Mode 3A.in	Night (Unoccupied)	Greater than 75F	Ice in
Mode 3A.out	Night (Unoccupied)	Greater than 75F	Ice out
Mode 3B.in	Daytime: No event	Greater than 75F	Ice in
Mode 3B out	Daytime: No event	Greater than 75F	Ice out
Mode 3C.in	Pre-event	Greater than 75F	Ice in
Mode 3C out	Pre-event	Greater than 75F	Ice out
Mode 3D.in	Event	Greater than 75F	Ice in
Mode 3D out	Event	Greater than 75F	Ice out
Mode 2E.in	Pyrotechnics/Ice racing	Greater than 75F	Ice in
Mode 3E out	Pyrotechnics/Ice racing	Greater than 75F	Ice out

The snapshots that follow graphically illustrate the combinations of these conditions.

Coliseum: Arena & Concourse HVAC MODE-1: Night & OAT Less than 35 F

1-A.in

State: Cold weather; stadium empty, Ice In

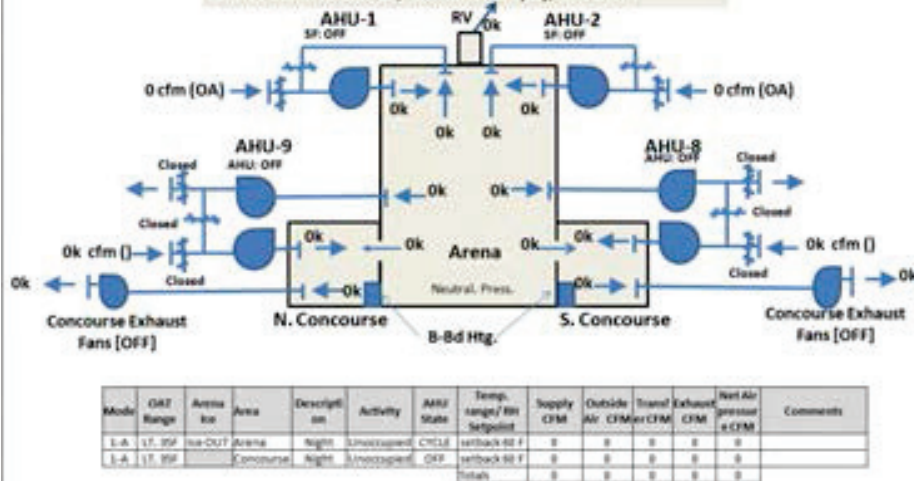
**Notes:**

- No outside air
- AHU-1 & AHU-2 cycle to meet setback space temperature.
- AHU-8, AHU-9 OFF. Concourse heated by baseboard heat.

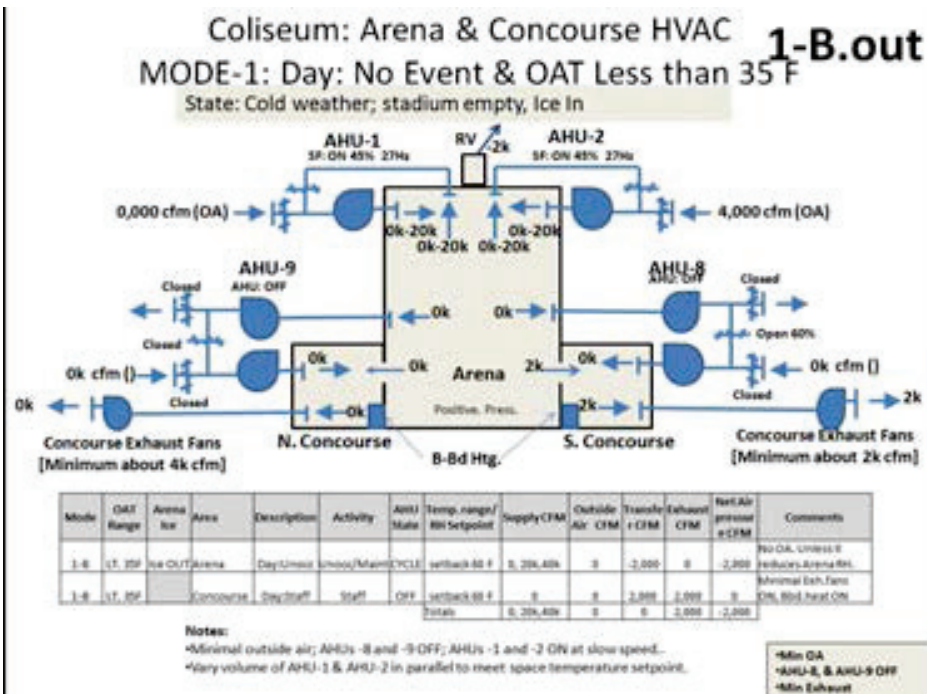
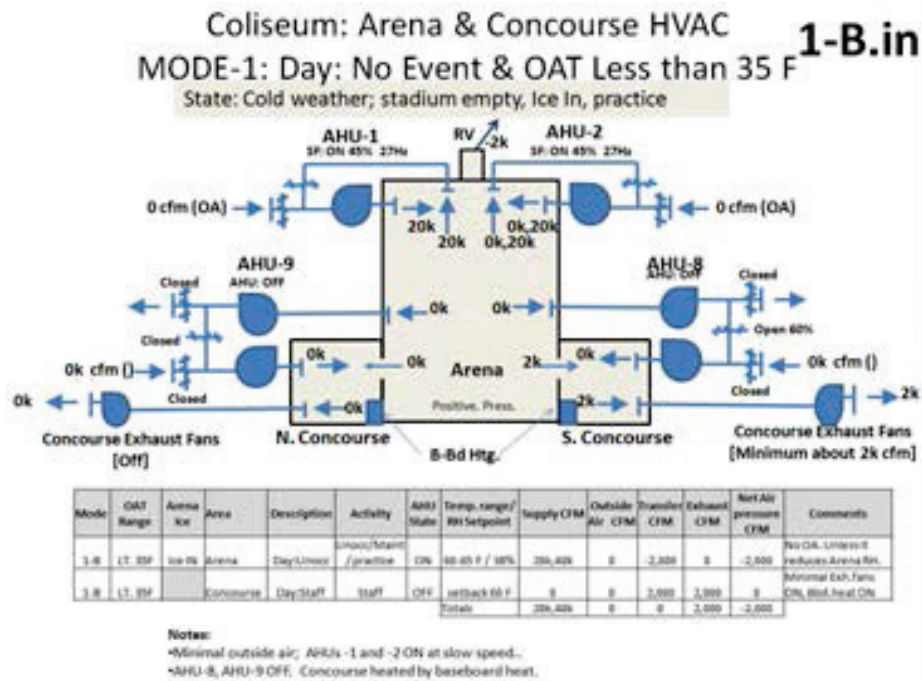
Coliseum: Arena & Concourse HVAC MODE-1: Night & OAT Less than 35 F

1-A.out

State: Cold weather; stadium empty, Ice Out

**Notes:**

- No outside air
- AHU-1 & AHU-2 cycle to meet setback space temperature.
- AHU-8, AHU-9 OFF. Concourse heated by baseboard heat.

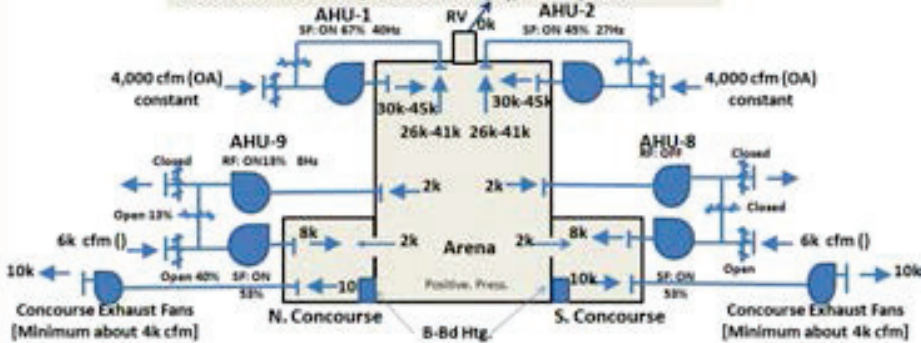


Coliseum: Arena & Concourse HVAC

MODE-1: Pre-Event & OAT Less than 35 F

1-C.in

State: Cold weather; stadium empty, Ice Exposed



Mode	OAT Range	Arena Ice	Description	Activity	AHU State	Temp. range/ RH Setpoint	Supply CFM	Outside Air CFM	Transfer CFM	Exhaust CFM	Net Air pressure CFM	Comments
1-C	LT, 35F	Ice In	Arena	Pre-event Setup/practice	ON	60 F / 35%	80k, 90k	8000	-4,000	0	0	Some OA, S-fans @ med. speed
1-C	LT, 35F		Concourse	Pre-event Setup	ON	70 F	15,000	12,000	8,000	20,000	0	Some Exh. fans ON, S-Fans ON, Bld. Heat ON
Totals							79k, 100k	20,000	0	20,000	0	

Notes:

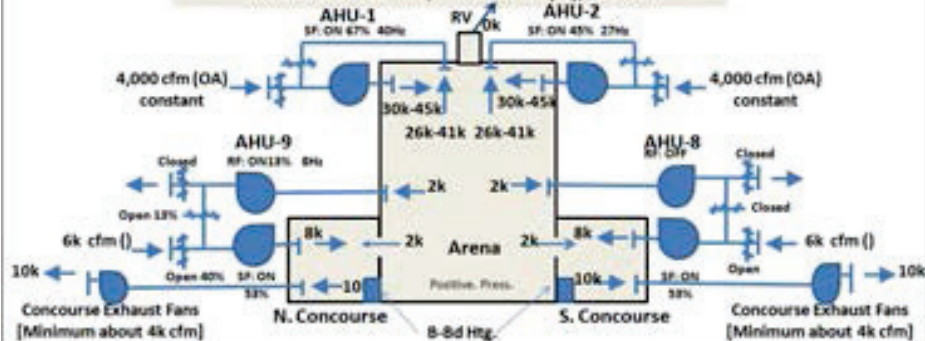
- *Heating coil sized for maximum outside air of 6,000 cfm at extreme winter conditions.
- *Exhaust at about 60%, AHUs -8 and -9 ON at reduced speed
- *Vary volume of AHU-1 & AHU-2 in parallel to meet space temperature setpoint.

Coliseum: Arena & Concourse HVAC

MODE-1: Pre-Event & OAT Less than 35 F

1-C.out

State: Cold weather; stadium empty, Ice Out

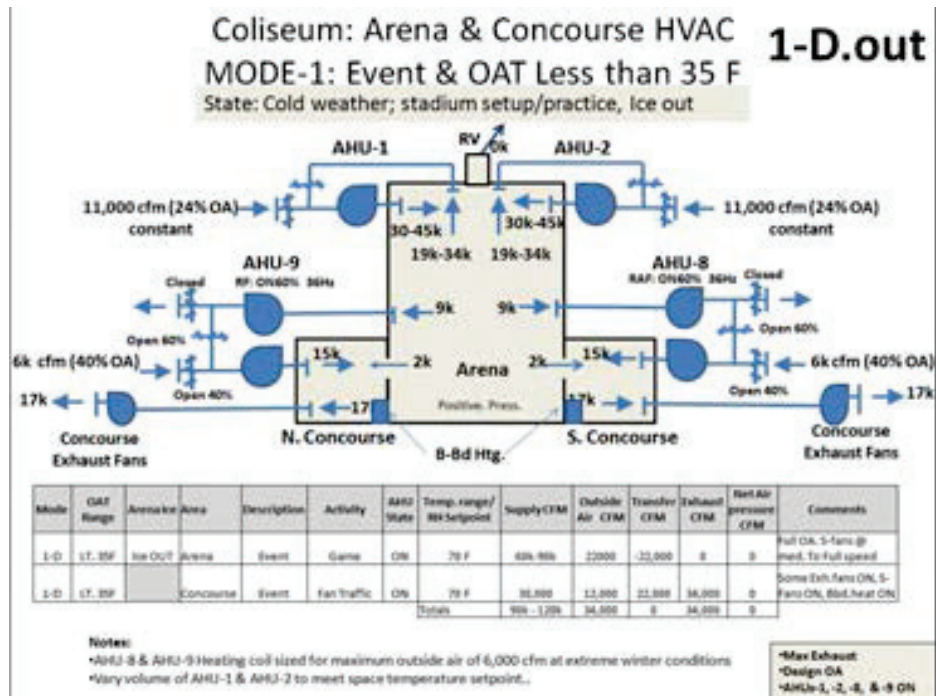
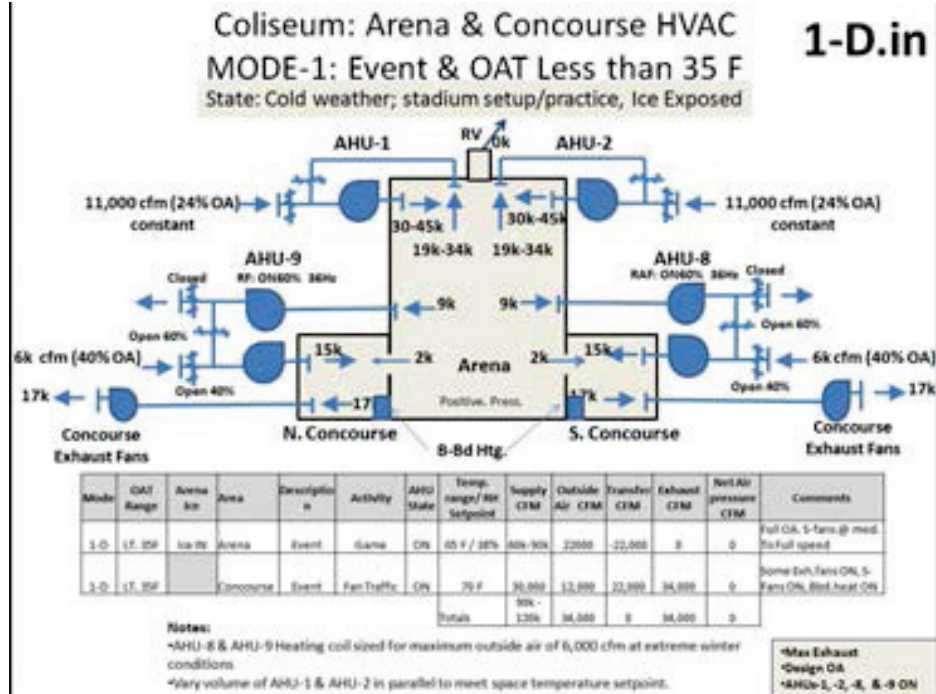


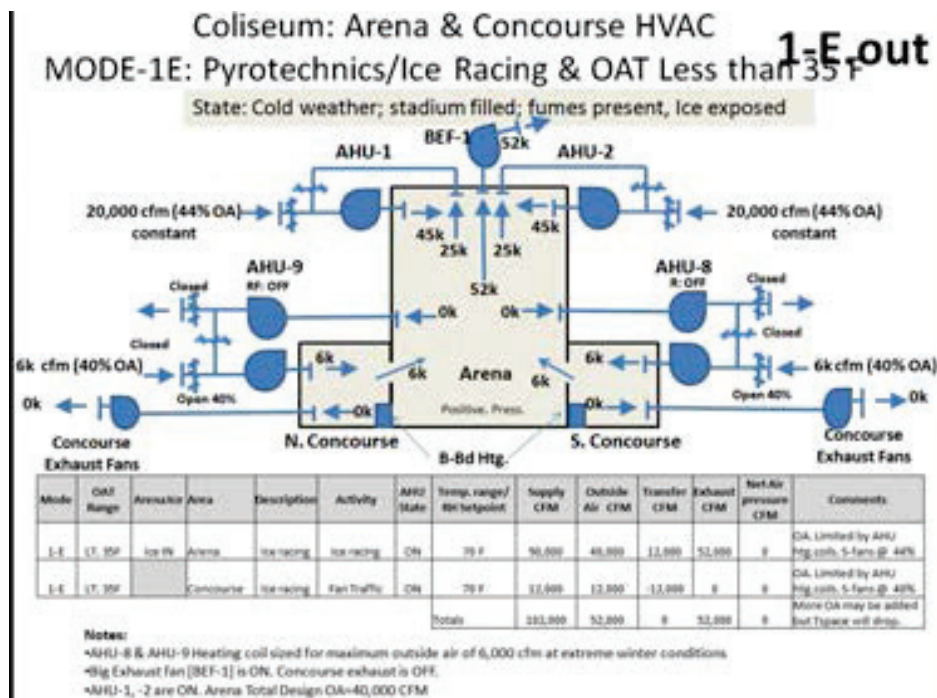
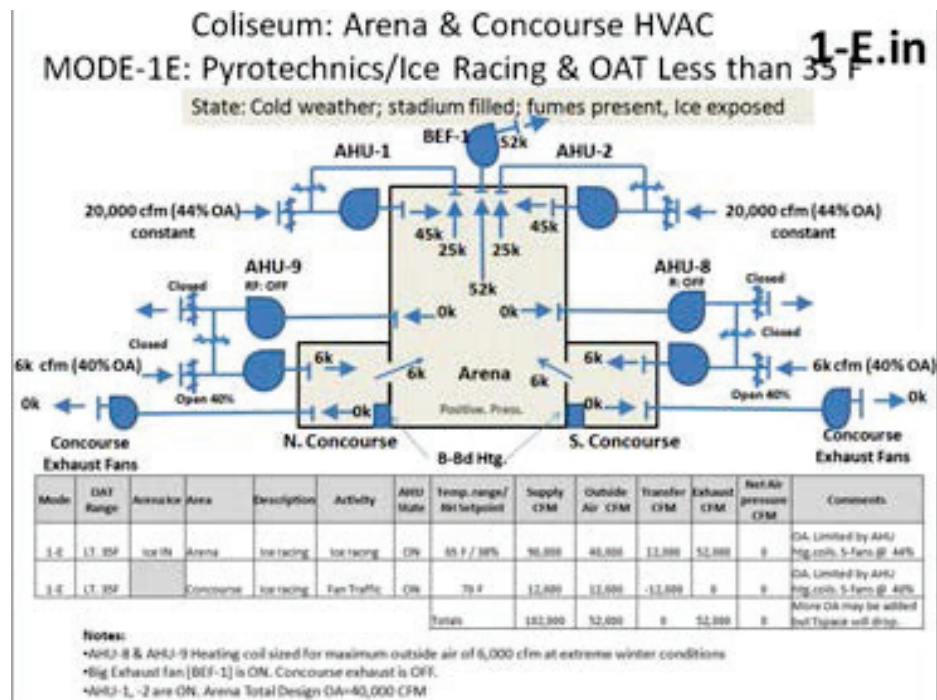
Mode	OAT Range	Arena Ice	Description	Activity	AHU State	Temp. range/ RH Setpoint	Supply CFM	Outside Air CFM	Transfer CFM	Exhaust CFM	Net Air pressure CFM	Comments
1-C	LT, 35F	Ice Out	Arena	Pre-event Setup/practice	ON	70 F	80k, 90k	8000	-4,000	0	0	Some OA, S-fans @ med. speed
1-C	LT, 35F		Concourse	Pre-event Setup	ON	70 F	15,000	12,000	8,000	20,000	0	Some Exh. fans ON, S-Fans ON, Bld. Heat ON
Totals							79k, 100k	20,000	0	20,000	0	

Notes:

- *Heating coil sized for maximum outside air of 6,000 cfm at extreme winter conditions.
- *Exhaust at about 60%, AHUs -8 and -9 ON at reduced speed
- *Vary volume of AHU-1 & AHU-2 in parallel to meet space temperature setpoint.

*Some Exhaust
 *Some OA
 *AHUs -1, -2, -8, & -9 ON at low flow



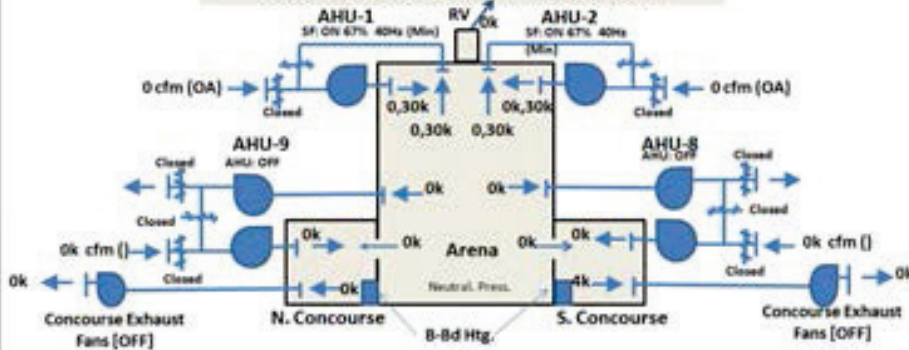


Coliseum: Arena & Concourse HVAC

MODE-2: Night & OAT Between 35 F and 75F

2-A.in

State: Mild weather; stadium empty, Ice In



Mode	OAT Range	Arena for Area	Description	Activity	AHU State	Temp. range / RH Setpoint	Supply CFM	Outside Air CFM	Transfer CFM	Exhaust CFM	Net Air pressure CFM	Comments
1-A	35F - 75F	Ice In	Arena	Night	Unoccupied	CYCLE 60-65 F / 50% Setback 60 F /	0k, 30k, 60k	0	0	0	0	No OA, unless it reduces Arena RH. Exh. fans OFF, Baseboard heat active
1-A	35F - 75F		Concourse	Night	Unoccupied	OFF	0	0	0	0	0	
Totals							0k, 30k, 60k	0	0	0	0	

Notes:

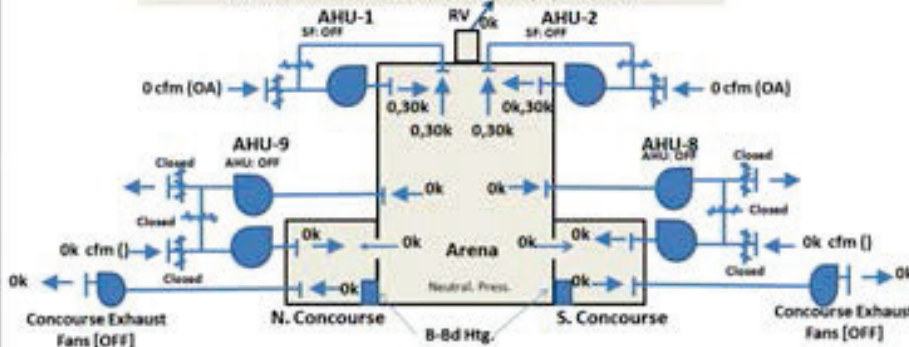
- No outside air
- AHU-1 & AHU-2 cycle to meet setback space temperatures.
- AHU-8, AHU-9 OFF. Concourse heated by baseboard heat.

Coliseum: Arena & Concourse HVAC

MODE-2: Night & OAT Between 35 F and 75F

2-A.out

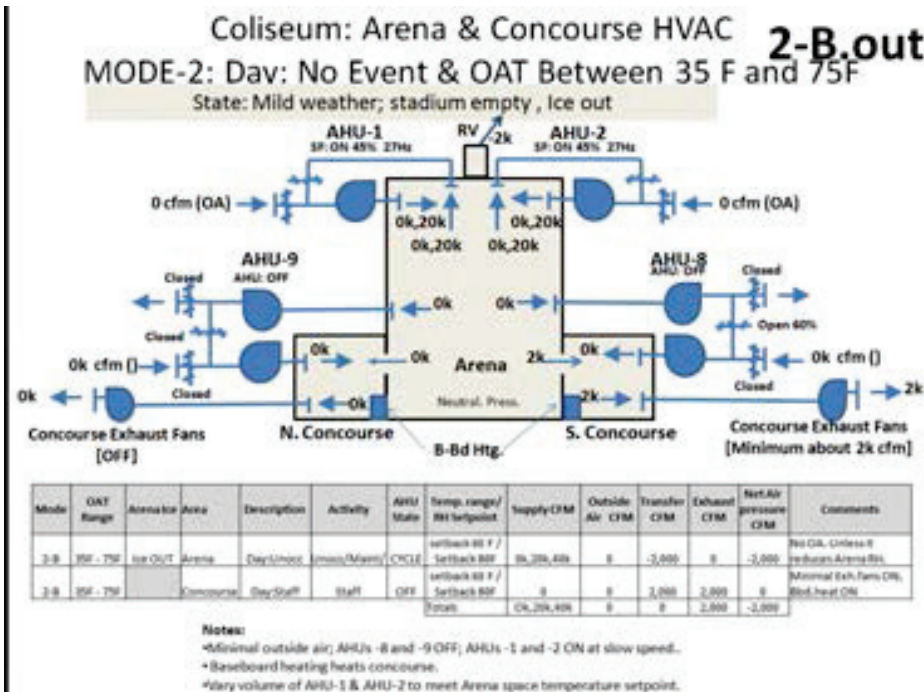
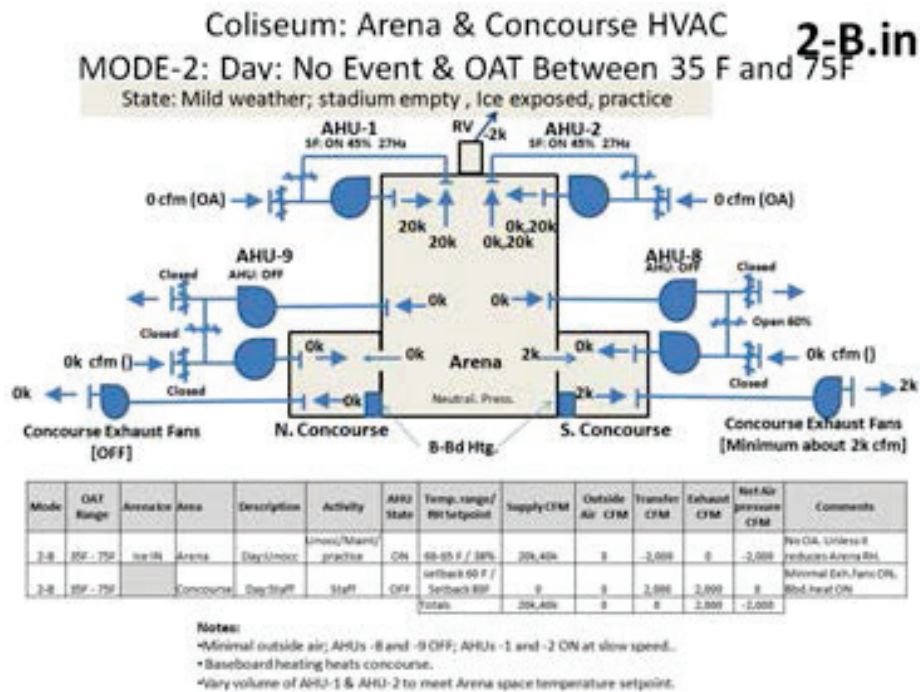
State: Mild weather; stadium empty, Ice out



Mode	OAT Range	Arena for Area	Description	Activity	AHU State	Temp. range / RH Setpoint	Supply CFM	Outside Air CFM	Transfer CFM	Exhaust CFM	Net Air pressure CFM	Comments
2-A	35F - 75F	Ice Out	Arena	Night	Unoccupied	CYCLE 60-65 F / 50% Setback 60 F /	0k, 30k, 60k	0	0	0	0	Exh. fans OFF, Baseboard heat active
2-A	35F - 75F		Concourse	Night	Unoccupied	OFF	0	0	0	0	0	
Totals							0k, 30k, 60k	0	0	0	0	

Notes:

- No outside air; AHUs -8 and -9 OFF; AHUs -1 and -2 are OFF unless setback conditions are reached.
- Baseboard heating heats Concourse.

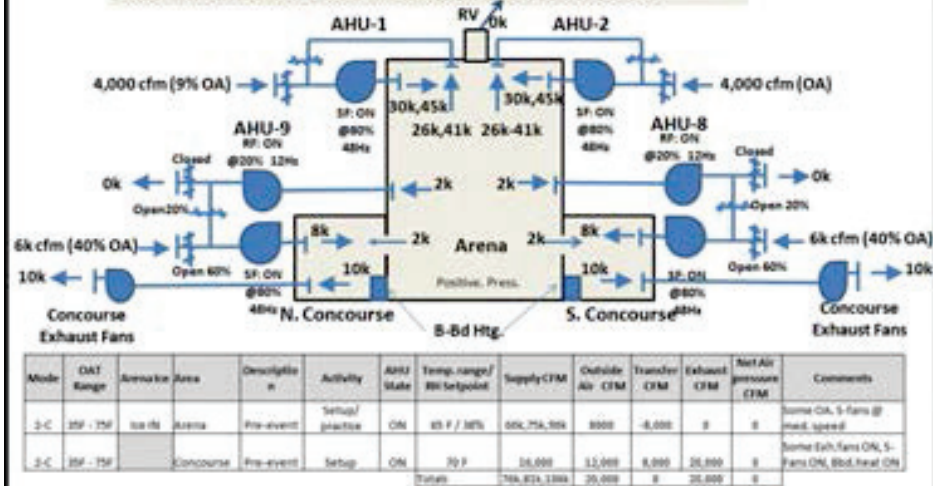


Coliseum: Arena & Concourse HVAC

MODE-2: Pre-Event & OAT Between 35 F and 75F

State: Mild weather; stadium setup/practice, Ice exposed

2-C.in

**Notes:**

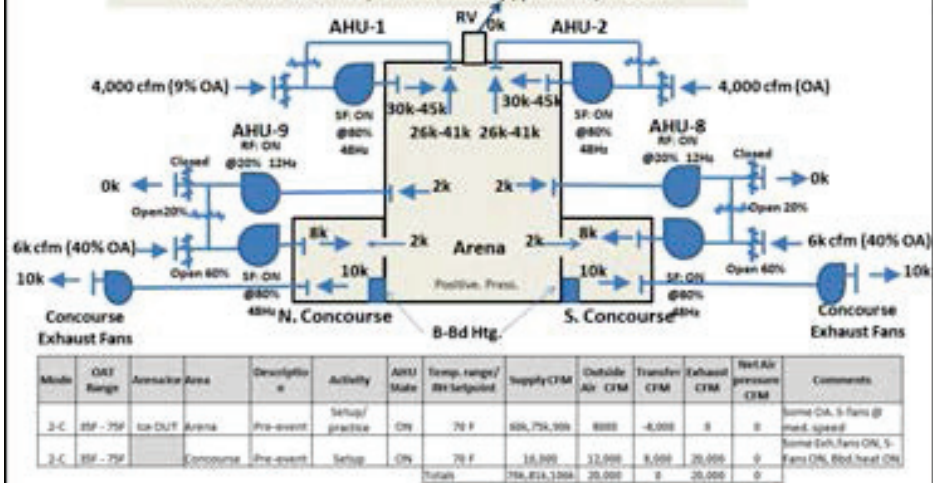
- *All Systems ON but at lower air flows and lower outside air.
- *Vary volume of AHU-1 & AHU-2 to meet space temperature setpoint.

Coliseum: Arena & Concourse HVAC

MODE-2: Pre-Event & OAT Between 35 F and 75F

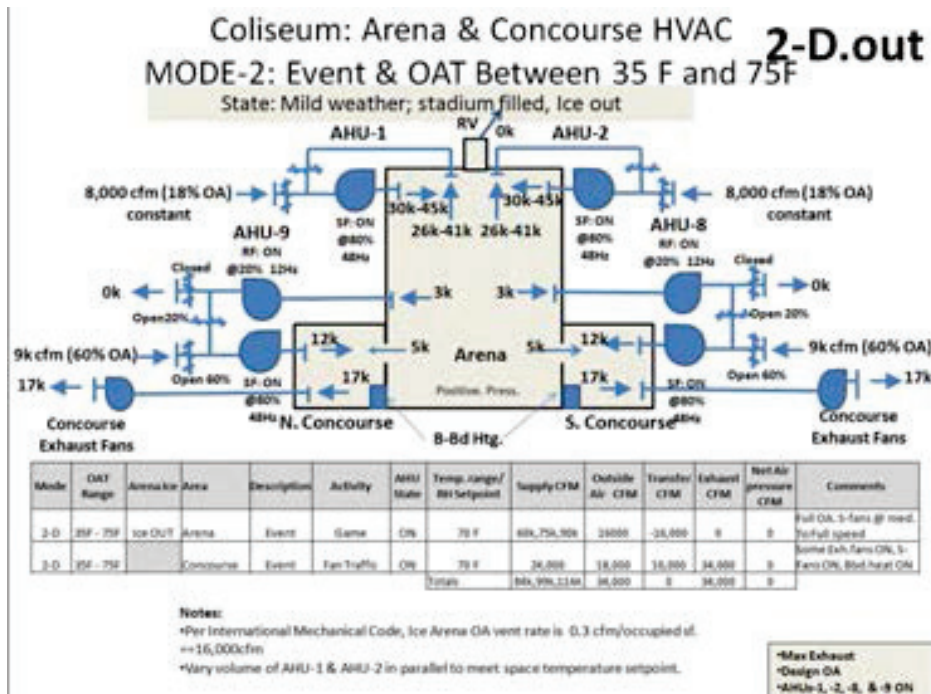
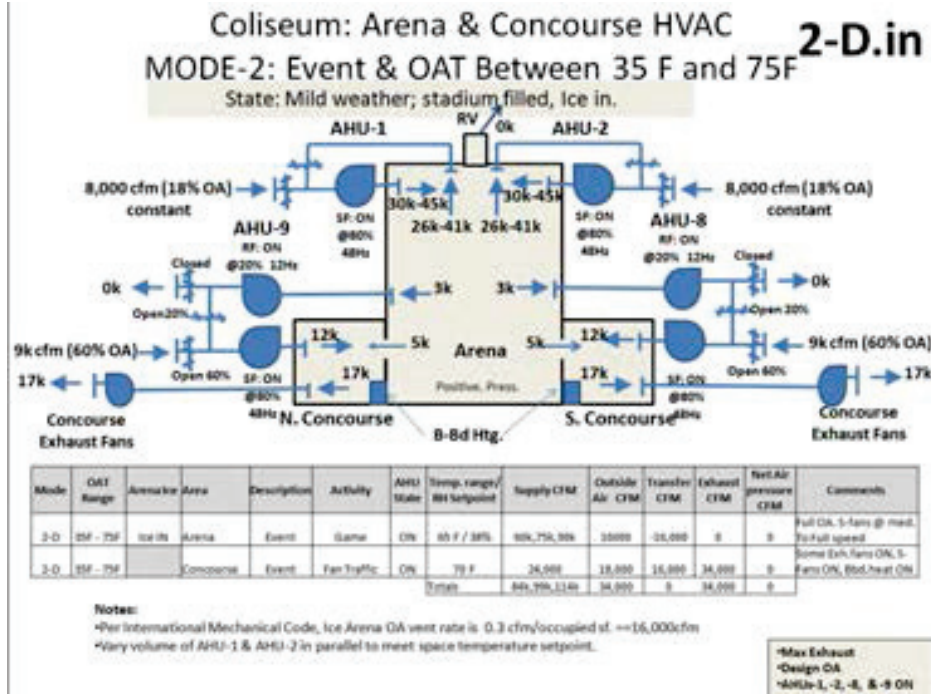
State: Mild weather; stadium setup/practice, Ice out

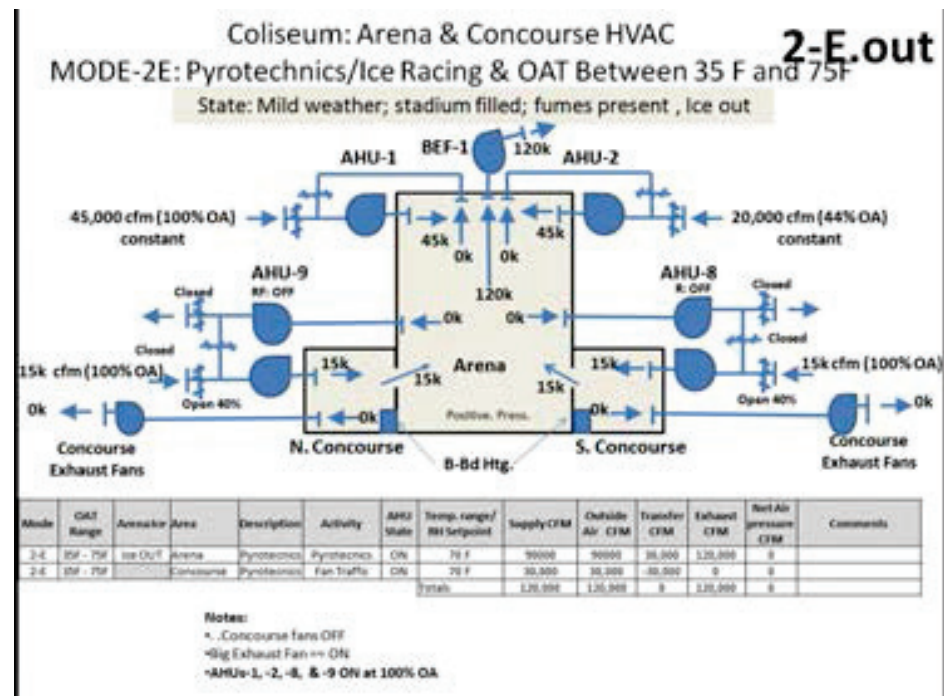
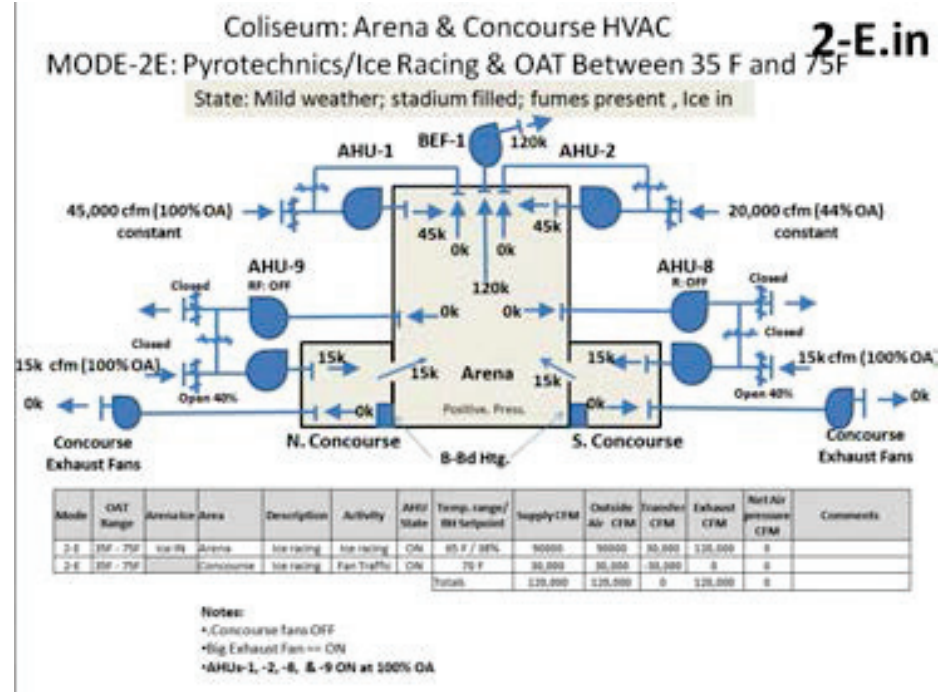
2-C.out

**Notes:**

- *All Systems ON but at lower air flows and lower outside air.
- *Vary volume of AHU-1 & AHU-2 to meet space temperature setpoint.

*Some Exhaust
 *Some OA
 *AHU-1, -2, -8, & -9 ON at low flow

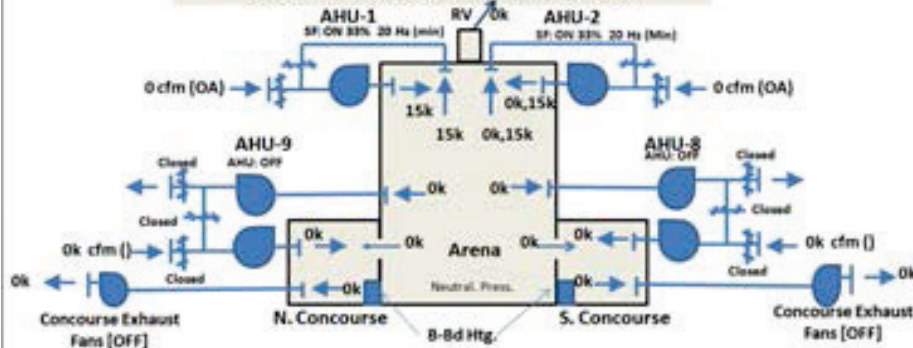




Coliseum: Arena & Concourse HVAC MODE-3: Night & OAT Greater than 75 F

3-A.in

State: Hot weather; stadium empty, Ice in



Mode	OAT Range	Arena Ice Area	Description	Activity	AHU State	Temp. range/ RH Setpoint	Supply CFM	Outside Air CFM	Transfer CFM	Exhaust CFM	Net Air pressure CFM	Comments
3-A	GT, 75F	Ice in	Arena	Night	Unoccupied	ON	45 F / 30%	15k, 30k	0	0	0	No OA, Unless it induces Arena RH.
3-A	GT, 75F		Concourse	Night	Unoccupied	CLOSE	Set up: 80 F	0k, 4k, 14k	0	0	0	Exh. fans OFF.
Totals							15k, 40k	0	0	0	0	

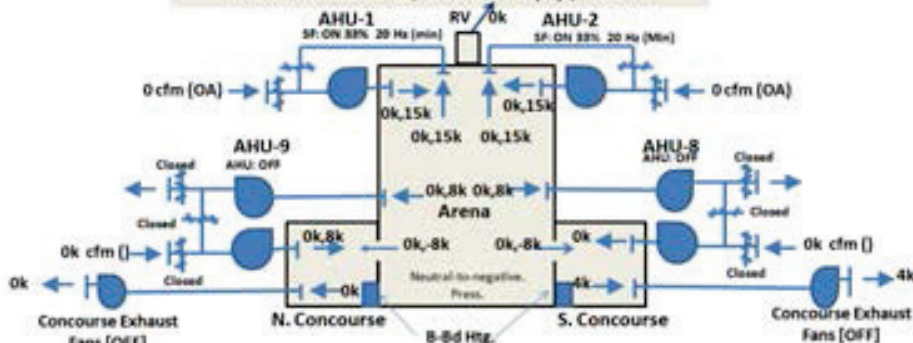
Notes:

- No outside air; AHUs -8 and -9 OFF, cycle ON at high space temp
- AHUs -1 and -2 ON at slow speed.
- Vary volume of AHU-1 & AHU-2 to meet space temperature setpoint.

Coliseum: Arena & Concourse HVAC MODE-3: Night & OAT Greater than 75 F

3-A.out

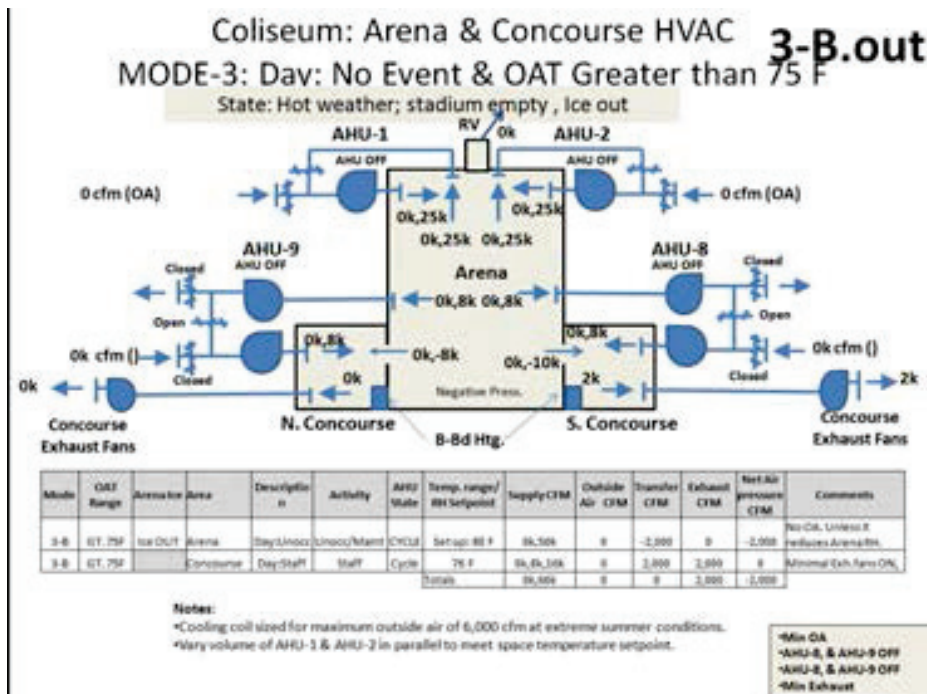
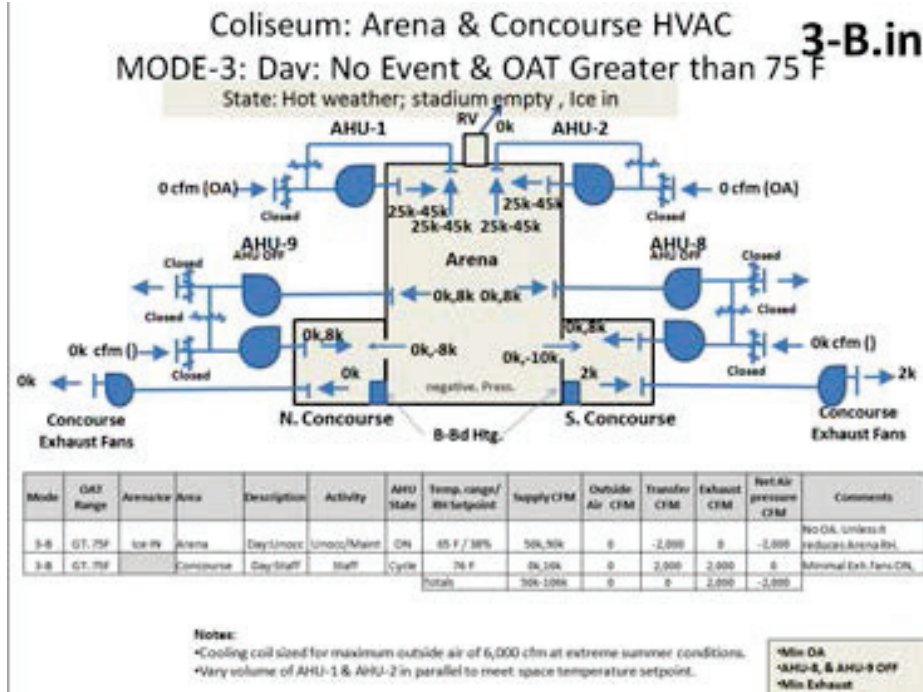
State: Hot weather; stadium empty, Ice out

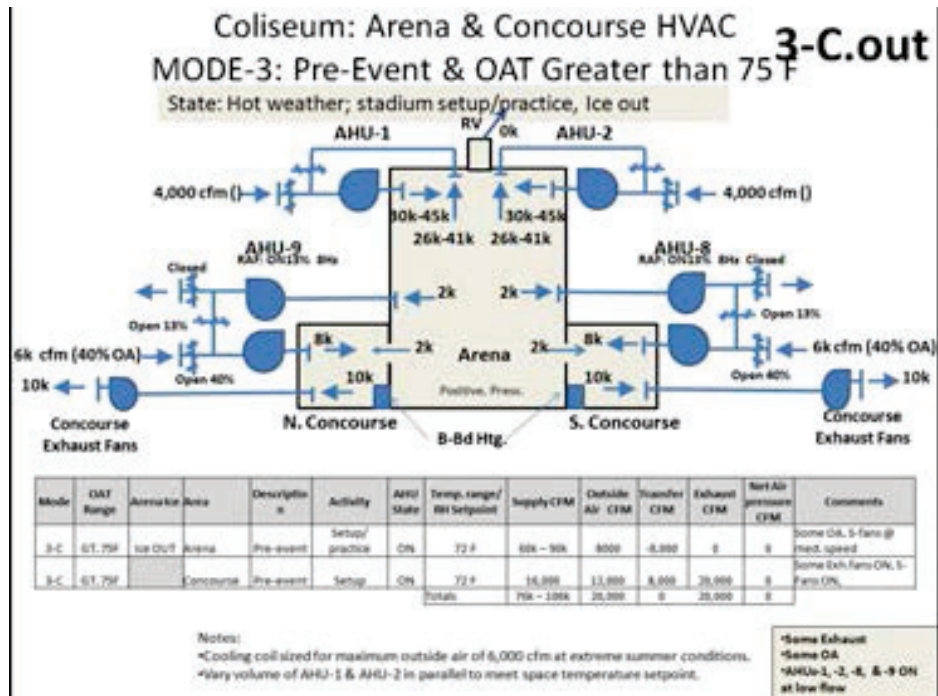
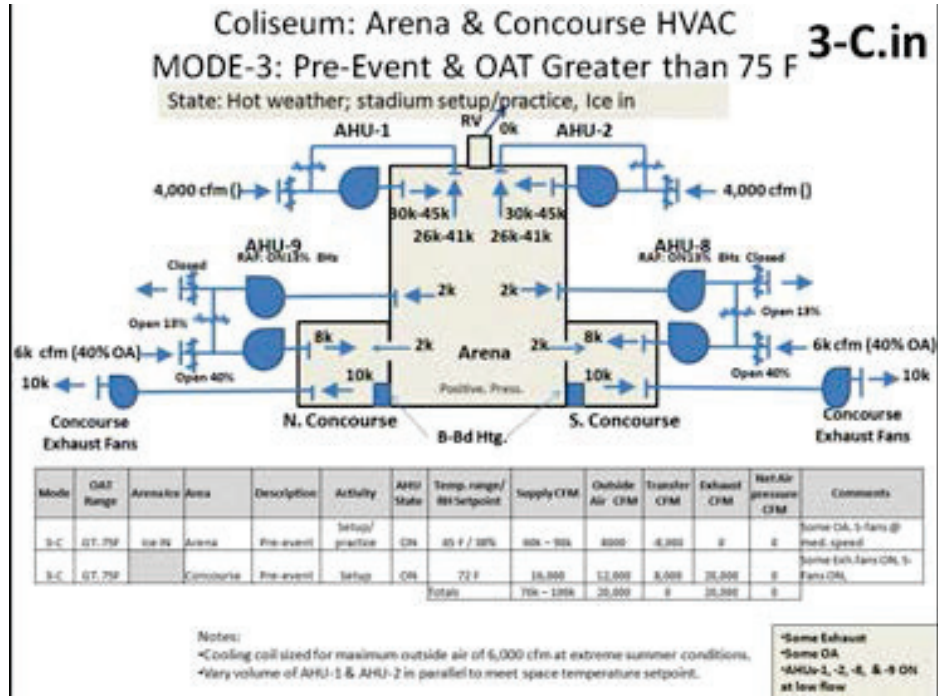


Mode	OAT Range	Arena Ice Area	Description	Activity	AHU State	Temp. range/ RH Setpoint	Supply CFM	Outside Air CFM	Transfer CFM	Exhaust CFM	Net Air pressure CFM	Comments
3-A	GT, 75F	Ice Out	Arena	Night	Unoccupied	CLOSE	Set up: 80 F	0k, 30k	0	0	0	No OA, Unless it induces Arena RH.
3-A	GT, 75F		Concourse	Night	Unoccupied	CLOSE	Set up: 80 F	0k, 4k, 14k	0	0	0	Exh. fans OFF.
Totals							0, 40k	0	0	0	0	

Notes:

- No outside air; AHUs -8 and -9 OFF; AHUs -1 and -2 are OFF. But cycle if setup temp is reached

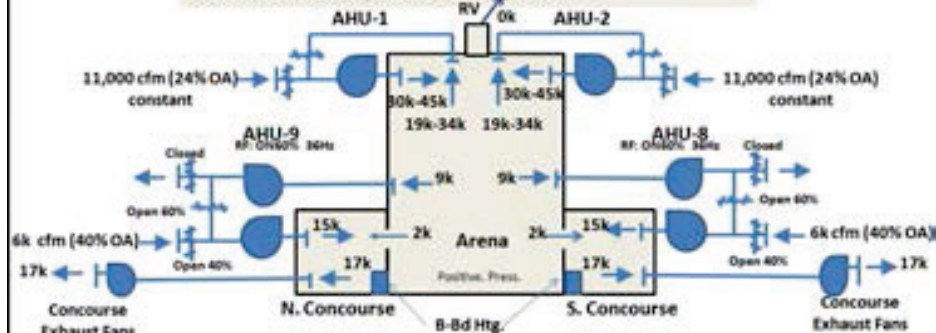




Coliseum: Arena & Concourse HVAC MODE-3: Event & OAT Greater than 75 F

3-D.in

State: Hot weather; stadium filled, Ice in



Mode	OAT Range	Area/Zone	Description	Activity	AHU State	Temp. range/ Bld Setpoint	Supply CFM	Outside Air CFM	Transfer CFM	Exhaust CFM	Net Air pressure CFM	Comments
3-D	61.7-75F	Ice IN	Arena	Event	Game	ON 65 F / 30%	60k-90k	22,000	-22,000	0	0	Pull OA, S-Fans @ med. To Full speed
3-D	61.7-75F		Concourse	Event	Fan Traffic	ON 72 F	36,000	12,000	22,000	34,000	0	Some Exh. Fans ON, S-Fans ON, Bld. heat ON
Totals							96k - 120k	34,000	0	34,000	0	

Notes:

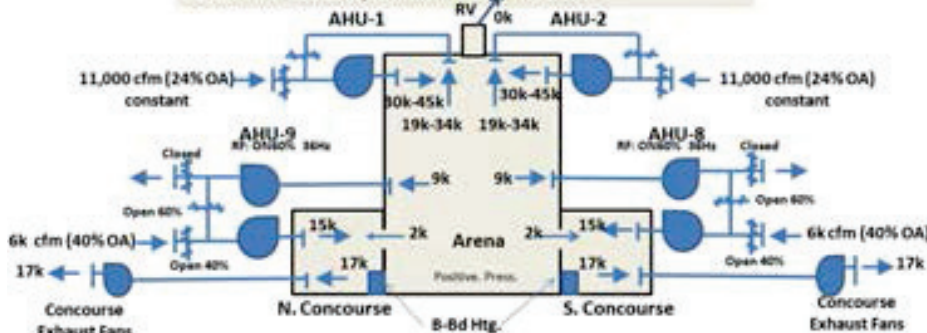
- Cooling coil sized for maximum outside air of 6,000 cfm at extreme summer conditions.
- Vary volume of AHU-1 & AHU-2 in parallel to meet space temperature setpoint.

•Max Exhaust
•Design OA
•AHUs-1, -2, -8, & -9 ON

Coliseum: Arena & Concourse HVAC MODE-3: Event & OAT Greater than 75 F

3-D.out

State: Hot weather; stadium filled, Ice out



Mode	OAT Range	Area/Zone	Description	Activity	AHU State	Temp. range/ Bld Setpoint	Supply CFM	Outside Air CFM	Transfer CFM	Exhaust CFM	Net Air pressure CFM	Comments
3-D	61.7-75F	Ice OUT	Arena	Event	Game	ON 72 F	60k-90k	22,000	-22,000	0	0	Pull OA, S-Fans @ med. To Full speed
3-D	61.7-75F		Concourse	Event	Fan Traffic	ON 72 F	36,000	12,000	22,000	34,000	0	Some Exh. Fans ON, S-Fans ON, Bld. heat ON
Totals							96k - 116k	34,000	0	34,000	0	

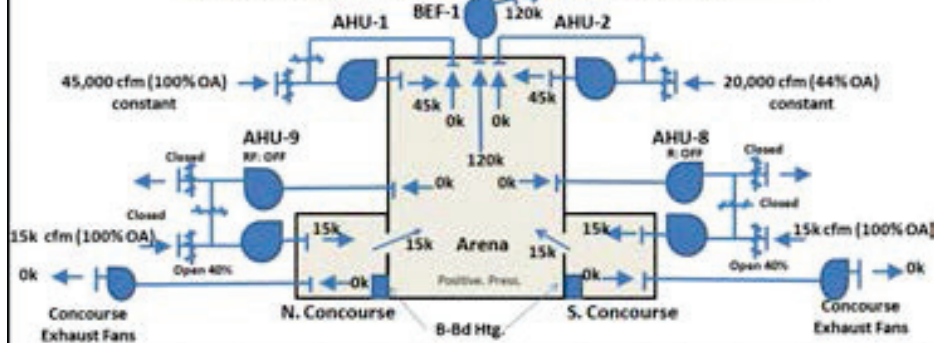
Notes:

- Cooling coil sized for maximum outside air of 6,000 cfm at extreme summer conditions.

•Max Exhaust
•Design OA
•AHUs-1, -2, -8, & -9 ON

Coliseum: Arena & Concourse HVAC MODE-3E: Pyrotechnics/Ice Racing & OAT Greater than 75 F **3-E.in**

State: Hot weather; stadium filled; fumes present, Ice in



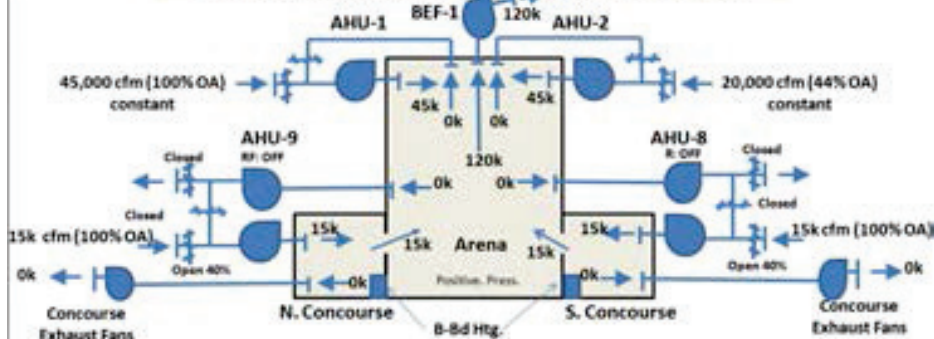
Mode	OAT Range	Arena for Arena	Description	Activity	AHU State	Temp. range/ RH Setpoint	Supply CFM	Outside Air CFM	Transfer CFM	Exhaust CFM	Net Air pressure CFM	Comments
3-E	GT 75F	Ice In	Arena	Ice racing	Ice racing	ON	85 F / 35%	90,000	90,000	30,000	120,000	0
3-E	GT 75F	Concourse	Ice racing	Fan Traffic	ON	72 F	30,000	30,000	30,000	0	0	
Totals							120,000	120,000	0	120,000	0	

Notes:

- *Concourse fans OFF
- *Big Exhaust Fan == ON
- *AHUs 1, 2, 8, & 9 ON at 100% OA

Coliseum: Arena & Concourse HVAC MODE-3E: Pyrotechnics/Ice Racing & OAT Greater than 75 F **3-E.out**

State: Hot weather; stadium filled; fumes present, Ice out



Mode	OAT Range	Arena for Arena	Description	Activity	AHU State	Temp. range/ RH Setpoint	Supply CFM	Outside Air CFM	Transfer CFM	Exhaust CFM	Net Air pressure CFM	Comments
3-E	GT 75F	Ice Out	Arena	Ice racing	Ice racing	ON	72 F	90,000	90,000	30,000	120,000	0
3-E	GT 75F	Concourse	Ice racing	Fan Traffic	ON	72 F	30,000	30,000	30,000	0	0	
Totals							120,000	120,000	0	120,000	0	

Notes:

- *Concourse fans OFF
- *Big Exhaust Fan == ON
- *AHUs 1, 2, 8, & 9 ON at 100% OA

City of Bloomington Planholder's List

Project: US Cellular Coliseum Building Automation System Improvements

City Project No.: N/A

City RFP No.: 2016-15

#	Business	Contact/Name	Address	Phone #	Fax #	Email address
1	Technical Solutions & Services, Inc	William J. Schulz	140 Thunderbird Lane, East Peoria, IL 61611	309-266-8774	309-266-8424	wschulz@tssi.net
2	CI Plan Room	Krystle Tidyman	1620 S. 5th Street Springfield, IL 62703	217-679-1077	217-544-6570	plans@ciplanroom.com
3	iSqFt	Nefertiti Brady	420 West Huron Street Chicago, IL 60654	800-364-2059 x 8197	866-570-8187	nbrady@ISQFT.com
4	Siemens Industry, Inc.	Scott Schuetz	14 Currency Drive Bloomington, IL 61704	309-664-2494	309-664-2466	scott.schuetz@siemens.com
5	Environmental Control Solutions, Inc.	ERIK FEHL	201 Spring Street, Peoria, IL 61603	309-683-5252	309-713-1800	efehl@ecsi-alc.com
6	ENTEC Services, INC	Jason Lopez	4300 Entec Drive, Bartonville, IL 61607	309.697.2122	309.697.8119	jlopez@entec-solutions.com
7	Johnson Controls	Tim Durdle	3850 N. Main St. E. Peoria, IL. 61611	309-427-2856	309-427-2829	tim.durdle@jci.com
8	SCADAware	Scott Dappen	1602 Rhodes Lane Bloomington, IL 61704	309-665-0135	309-665-0975	dappen@scadaware.com
9	MEP Infrastructure Solutions, Inc.	Sharon Aurelio Romero	180 N Stetson Ave, Suite 1500 Prudential Plaza Two Chicago, IL 60601	312.279.1185 ext 315		saurelio@mepisinc.com

PROPOSAL FORM

RFP # 2016-15

US CELLULAR COLISEUM BUILDING AUTOMATION SYSTEM IMPROVEMENTS

We, the undersigned, agree to provide improvements to the US Cellular Coliseum Building Automation System per the specifications at the proposal prices below. We further agree to provide all services as required in the Specifications, General Requirements, and Instructions to Vendors.

BAS UPGRADE (OPTION A)

ITEM	COST
Building Automation System Upgrade	\$246,690.00
RCxM-1: Arena / Concourse Air System Management	\$22,400.00
RCxM-2: Kitchen / Restaurant Air System Management	\$9,820.00
RCxM-3: Office HVAC Air System Management	\$2,240.00
RCxM-4: Add Optimum Start for Air Handlers	\$15,680.00
TOTAL PROPOSAL (OPTION A)	\$296,830.00

BAS IMPROVEMENT (OPTION B)

ITEM	COST
Building Automation System Improvement	No proposal
RCxM-1: Arena / Concourse Air System Management	Please see the
RCxM-2: Kitchen / Restaurant Air System Management	attachments at the
RCxM-3: Office HVAC Air System Management	end of proposal
RCxM-4: Add Optimum Start for Air Handlers	for details
TOTAL PROPOSAL (OPTION B)	No proposal

Note: The City reserves the right to choose Option A, Option B and any combination of the Retro-Commissioning Measures (RCxMs). The City also reserves the right to reject all proposals.

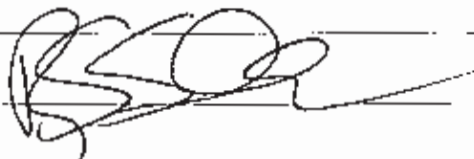
Company: Technical Solutions & Services Inc.

Address: 140 Thunderbird Lane

City: East Peoria State: IL Zip: 61611

Phone: (309) 266-8774

Date: 11/24/15

Authorized Signature: 

I. Proposal with Cost Based on Services Requested

PROPOSAL FORM

RFP # 2016-15

US CELLULAR COLISEUM BUILDING AUTOMATION SYSTEM IMPROVEMENTS

We, the undersigned, agree to provide improvements to the US Cellular Coliseum Building Automation System per the specifications at the proposal prices below. We further agree to provide all services as required in the Specifications, General Requirements, and Instructions to Vendors.

BAS UPGRADE (OPTION A)

ITEM	COST
Building Automation System Upgrade	SEE
RCaM-1: Arena / Concourse Air System Management	Attached
RCaM-2: Kitchen / Restaurant Air System Management	Proposal - Page 4
RCaM-3: Office HVAC Air System Management	
RCaM-4: Add Optimum Start for Air Handlers	
TOTAL PROPOSAL (OPTION A)	\$ 537,000.00

BAS IMPROVEMENT (OPTION B)

ITEM	COST
Building Automation System Improvement	
RCaM-1: Arena / Concourse Air System Management	
RCaM-2: Kitchen / Restaurant Air System Management	
RCaM-3: Office HVAC Air System Management	
RCaM-4: Add Optimum Start for Air Handlers	
TOTAL PROPOSAL (OPTION B)	

Note: The City reserves the right to choose Option A, Option B and any combination of the Retro-Commissioning Measures (RCaMs). The City also reserves the right to reject all proposals.

Company: ENTEC Services, Inc.

Address: 4300 ENTEC Drive

City: Peoria State: IL Zip: 61607

Phone: (309) 697-2122

Date: November 24, 2015

Authorized Signature Thomas L. Ward

CITY OF BLOOMINGTON
CONTRACT WITH
Technical Solutions & Services, Inc.
FOR

US Cellular Coliseum Building Automation System Improvements

THIS AGREEMENT, dated this _____ day of January _____, 2016, is between the City of Bloomington (hereinafter "CITY") and Technical Solutions & Services, Inc. (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

Section 2. Incorporation of Bid/RFP/RFO & Proposal Terms / Prevailing Wage. This work was subject to the following procurement initiative by the CITY:
USCC Building Automation System Improvements (RFP 2016-15) (hereinafter "Request")

Accordingly, the provisions of the Request and the proposal submitted by CONTRACTOR (hereinafter collectively referred to as "Procurement Documents" and attached as Exhibit A), shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply. This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

Section 3. Description of Services. CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: Building Automation System Improvements and Retro-Commissioning Measures

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

- ☐ A flat fee of \$ _____ as set forth in the Procurement Documents.
- ☒ Fees as set forth in the Procurement Documents.

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

Technical Solutions & Services, Inc.

By: _____
Its City Manager

By: _____
Its _____

ATTEST:

By: _____
City Clerk

By: _____
Its _____

CITY OF
Bloomington
ILLINOIS

CONSENT AGENDA ITEM NO. 7K

FOR COUNCIL: January 11, 2016

SUBJECT: Consideration to waive the formal bid process and approve an amendment with Formmaker Software Inc. DBA as KUBRA Data Transfer Ltd extending the current term for twelve months, commencing on January 26th, 2016 and ending on January 31st, 2017, with an option for two additional twelve month extensions.

RECOMMENDATION/MOTION: Staff recommends that Council approve waving the formal bid process and approve an the amendment with Formmaker Software, Inc. (d/b/a as KUBRA Data Transfer Ltd) that extends the current term for twelve months, commencing on January 26, 2016 and ending on January 31, 2017, with an option for two additional twelve month extensions. The services to be performed by KUBRA Data Transfer Ltd will be at the current rates, up to a maximum of \$100,000, and the City Manager and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: The City originally entered into a contract with DocuCorp International, Inc., predecessor to Formmaker Software Inc. DBA as Kubra Data Transfer Ltd., in 1998. The City has maintained our contractual relationship with KUBRA since 1998 through execution of several multi-year extensions, the most recent being a three (3) year extension in January 2013. Kubra annually processes and prints approximately 365,000 utility bills for the City at a rate of approximately \$88,000 per year.

Kubra supplies the following external utility billing services -

- A supported file is exported from Springbrook (City's internal utility billing software) in which Kubra translates into the City's physical utility bill using Kubra's DAP file system (this file format is exclusive to Kubra).
- Kubra prints all utility bills, completes any stuffing (inserts, return envelopes), and mails the bills to the City's customers.
- Kubra also maintains an electronic database of the billing statements. This contract also covers any fixes to corrupted data shall it occur, as well as troubleshooting and technical support for the billing process.

In the near future the City will be planning for the conversion of the internal utility billing software from Springbrook to Munis. The billing service provider will be reviewed and evaluated more closely during the conversion from Springbrook to Munis. A Request for Proposal for external utility billing services will be performed as part of the conversion planning process. Switching now from Kubra to another utility billing service provider at this time would

require significant programming changes and great costs to the City, which in turn would not be cost effective for the remaining time the City will be utilizing Springbrook as our internal utility billing software.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: In FY 2016 fund were budgeted in the following accounts: Water Administration Printing and Binding (50100110-70611) and Water Administration-Postage (50100110-71017). Funds for FY 2017 will be included in the proposed budget as this agreement covers a portion of two fiscal years. Stakeholders can locate this in the FY 2016 Budget Book titled “Other Funds & Capital Improvement Program” on page 114.

Respectfully submitted for Council consideration.

Prepared by: Nick O’Donoghue, Superintendent of Meter Services

Reviewed by: Robert D. Yehl, Water Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Proposed Formmaker Software, Inc. January 2016 Amending Agreement
- Formmaker Software, Inc. November 2012 Agreement
- DocuCorp International, Inc. (predecessor to KUBRA) Agreement

Motion: Staff recommends that Council approve waving the formal bid process and approve an the amendment with Formmaker Software, Inc. (d/b/a as KUBRA Data Transfer Ltd) that extends the current term for twelve months, commencing on January 26, 2016 and ending on January 31, 2017, with an option for two additional twelve month extensions. The services to be performed by KUBRA Data Transfer Ltd will be at the current rates, up to a maximum of \$100,000, and the City Manager and City Clerk be authorized to execute the necessary documents.

Motion: _____

Seconded by: _____

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

AMENDING AGREEMENT

Made as of the 11th day of January, 2016.

B E T W E E N:

FORMSMAKER SOFTWARE, INC. DBA as KUBRA Data Transfer Ltd., a corporation
incorporated under the laws of the State of New York, (the "**Provider**")

- AND -

City of Bloomington, IL (the "**Customer**")

WHEREAS:

(a) Docucorp International, Inc. (which was acquired by the Provider) and the Customer entered into a services agreement effective October, 1998, as amended (the "**Agreement**"); and

(b) The Provider and the Customer wish to further amend the Agreement as provided herein.

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the Provider and Customer agree as follows:

1. The Agreement is hereby amended as follows:

The Agreement shall be extended for twelve months commencing on January 26th, 2016 and ending on January 31st, 2017 (this "**Extension Term**"). The Extension Term shall automatically renew and extend for two successive twelve (12) month terms (each a "**Renewal Term**"), commencing at the conclusion of the Extension Term or the preceding Renewal Term, unless written notice of the termination is given by either party to the other at least ninety (90) days prior to the end of the Extension Term or Renewal Term.

2. All Fees and Charges, including transaction and consumable, are to remain constant throughout the Extension Term. Pricing may change within the Renewal Term, as the Provider reserves the right to increase or decrease the prices for Consumable Elements in accordance with the industry index as established through public articles from pulp and paper mills. Notwithstanding the foregoing, the Provider shall not increase the prices for Consumable Elements on an annual basis by more than the lesser of (i) six percent (6%), or (ii) the rates provided in the Consumer Price Index.

3. Any terms which are not specifically defined herein, shall have the same meaning as set out for such terms in the Agreement.

4. The parties acknowledge that, except as specifically amended herein, all terms and conditions of the Agreement remain unamended and in full force and effect.

5. This Amending Agreement may be executed in any number of counterparts. A party may send a copy of its executed counterpart to the other party by electronic transmission instead of delivering a signed copy original of that counterpart. Each executed counterpart (including each copy sent by electronic transmission) shall be deemed to be an original and all executed counterparts taken together shall constitute one agreement.

IN WITNESS WHEREOF the parties have executed this Amending Agreement.

PROVIDER: **FORMSMAKER SOFTWARE, INC.**
DBA as KUBRA Data Transfer Ltd.

CUSTOMER: **City of Bloomington**

By: _____

By: _____

Printed Name: RICK WATKIN

Printed Name: David A. Hales

Title: PRESIDENT & CEO

Title: City Manager

Date: _____

Date: _____

ATTEST

By: _____

Cherry L. Lawson, City Clerk

AMENDMENT AGREEMENT

Made as of the 13th day of November, 2012.

BETWEEN:

FormMaker Software, Inc a corporation incorporated under the laws of the State of Texas,
doing business as "KUBRA", (the "Provider")

- AND -

City of Bloomington, IL, (the "Customer")

WHEREAS:

(a) DocuCorp International, Inc. (which was acquired by the Provider) and the Customer entered into a services agreement effective October, 1998, as amended on February 6, 2001 and December 1st, 2009 (the "Agreement"); and

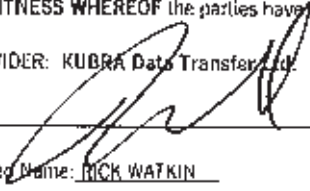
(b) The Provider and the Customer wish to further amend the Agreement as provided herein.

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the Provider and Customer agree as follows:

1. The Agreement is hereby amended as follows:
 - (a) By adding updated pricing exclusive to Professional Services hours set out in Appendix 1: Pricing Notes attached hereto.
 - (b) The existing Agreement (including Addendum #1 and #2) will renew for an additional term of three (3) years effective of the date of execution of this Amending Agreement
2. Any terms which are not specifically defined herein, shall have the same meaning as set out for such terms in the Agreement.
3. The parties acknowledge that, except as specifically amended herein, all terms and conditions of the Agreement remain unamended and in full force and effect.
4. This Amending Agreement may be executed in any number of counterparts. A party may send a copy of its executed counterpart to the other party by electronic transmission instead of delivering a signed copy original of that counterpart. Each executed counterpart (including each copy sent by electronic transmission) shall be deemed to be an original and all executed counterparts taken together shall constitute one agreement.

IN WITNESS WHEREOF the parties have executed this Amending Agreement.

PROVIDER: KUBRA Data Transfer, Inc.

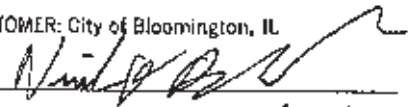
By: 

Printed Name: RICK WATKIN

Title: PRESIDENT & CEO

Date: 01-25-13

CUSTOMER: City of Bloomington, IL

By: 

Printed Name: NICK D'DONOGHUE

Title: Superintendent of Meter Services

Date: 1-24-13

Appendix I
Pricing Notes

- Post implementation Professional Services hours are billed out at \$165.00 per hour for adjustments to the in-production system. An estimate will be created with respect to the number of billable hours required and a statement of work signed prior to work commencing.
- Adjustments to the in-production system requiring less than 4 hours of total professional services can be managed online within our online support case application.
- Provider reserves the right to increase consumable pricing (paper and envelopes) based on an industry wide increase which is established through public articles from at least two pulp and paper mills.
- Black is considered a color if pre-printed on the form but not if dynamically printed on the document.
- Form definitions do not support form "bleeds" (there must be a white margin)
- Colors can be used on front and back of the form but are limited to 4 colors in total (i.e. 4/0 or 2/2).
- Customized consumable orders support a minimum 3 month order and inventory time period – situations outside of these requirements require special pricing.
- Requirements to order or change consumables prior to depletion of current stock will result in additional fees (cost to destroy existing stock and/or premium fee for low volume consumable orders)
- Upon termination of the agreement Customer is required to pay for any consumable inventory at the noted fees referenced within this schedule.
- KUBRA is not responsible for the delivery timelines within the postal system and can only control and adhere to SLA with regards to the receipt, production, print, insertion and mail finishing services supported within our solution.
- Requirements to destroy inserts or stock will result in a destruction fee – reference Applicable schedule
- In the event that changes are required that would alter the scope defined by this proposal and the subsequent contracted SOW, a Project Change Request ("PCR") will be initiated.
- Client must leverage KUBRA and the then current pricing specific to the consumable elements of the KUBRABCS solution

J. Overholser

DocuCorp International, Inc.

Master Processing Services Agreement

This Master Processing Services Agreement (the "Agreement") is made and entered into this 22nd day of September, 1998 ("Effective Date"), by and between DocuCorp International, Inc. (hereinafter "DocuCorp"), with principal offices at 5910 N. Central Expressway, Suite 800, Dallas, Texas, 75206-3140, and City of Bloomington (hereinafter "Customer"), with principal offices at 401 1/2 Southeast Street, Bloomington, Illinois, 61704.

Services Provided. During the term of this Agreement, Customer agrees to purchase from DocuCorp, system processing, print, finish and mailing services for Customer and its affiliates and subsidiaries in conjunction with their customer billing and communication as further detailed on the corresponding Addendum(s) attached hereto and by this reference made a part of this Agreement (individually, an "Addendum," and collectively, the "Addenda"). DocuCorp agrees to provide such services and/or products as set forth herein, to Customer and its affiliates and subsidiaries, upon the terms and conditions and for the consideration stated herein.

- Processing using the Document Automation Platform (DAP)
- Print, Finish and Mail Services
- Consumable Storage and Maintenance
- DAP Electronic Archive
- Postal Bar Coding and Presorting

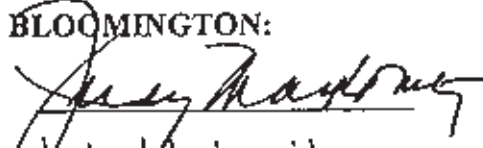
Initial Term. This Agreement shall be effective for a period of three (3) years, beginning on the first day of actual billing production however in no event later than six (6) months after the Effective Date unless mutually agreed in writing by DocuCorp and Customer.

Renewal. This Agreement shall automatically renew for additional terms of one (1) year each at the expiration of the initial or any renewal terms unless written notice of nonrenewal is given by either party to the other not less than ninety (90) days prior to the initial expiration or any renewal date.

Terms. Customer and DocuCorp agree to be bound by the Terms and Conditions and all Addenda attached hereto.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives.

CITY OF BLOOMINGTON:

By: 
Print Name: Judy Markowitz
Title: Mayor
Date: October 9, 1998

DOCUCORP INTERNATIONAL, INC.:

By: _____
Print Name: _____
Title: _____
Date: _____

General Terms and Conditions

1. **Performance.** DocuCorp shall use due care in processing all work submitted by Customer and at its expense, shall rerun or credit any job which cannot be used in the normal course of business due to errors made by DocuCorp. If DocuCorp fails to supply acceptable quality services and products to Customer and DocuCorp has been given written notice of such problems and has failed to correct same within thirty (30) days, Customer shall have the right to terminate this Agreement. Quality assurance procedures and service level are set forth in Addendum #2.

2. **Media and Delivery of Data.** DocuCorp is capable of receiving data on diskette or magnetic tape and electronically. All media and communication costs are the Customer's responsibility. If Customer furnishes media which are in unsatisfactory condition for processing or which contain incorrect, incomplete or corrupt data, Customer shall be required to pay for any services supplied by DocuCorp to correct the data. In the event such DocuCorp services are required, the DocuCorp billing rate shall be that of Application Programming as set forth in Addendum #1 to this Agreement.

3. **Invoice Terms.** INVOICES SHALL BE DUE AND PAYABLE UPON RECEIPT. Any amount not paid within thirty (30) days of invoice shall bear interest at the rate of two (2%) percent per month (or fraction thereof), or the maximum legal rate, whichever is higher, until paid. If Customer fails to pay any amount when due, DocuCorp may, upon written notice (i) terminate this agreement, (ii) suspend performance, and (iii) declare any unpaid balances immediately due. Customer shall be liable for all costs and expenses, including reasonable attorneys' fees, incurred by DocuCorp to enforce collection of any amounts due DocuCorp.

4. **Pricing.** DocuCorp may, commencing on the first anniversary of the Effective Date and each successive anniversary, increase its prices based upon the annual increase in the US Consumers Price Index "All Cities Urban", however, such increase shall not be more than even (7%) percent above the price in effect for the previous twelve (12) months. All price changes are effective sixty (60) days after written notice by DocuCorp to the Customer.

5. **Systems Development.** DocuCorp will develop all required systems, job programs and forms (if applicable) on a time and materials basis as set forth with an estimate in the applicable supplemental Addendum. Any changes to the agreed upon job requirements will be done at a minimum charge per change as set forth in the applicable Addendum.

6. **Ownership of Software.** All computer software developed and/or utilized by DocuCorp in conjunction with DocuCorp's service, whether or not Customer has been charged for such software, and all updates, modifications, enhancements and derivative works of such software and all copies thereof shall be and remain the sole property of DocuCorp. In the event the services to be provided by DocuCorp require the use of DocuCorp's proprietary software by the Customer or at the Customer's location, the Customer shall be required to enter into DocuCorp's standard Software License Agreement.

7. **Force Majeure.** DocuCorp will maintain offsite backups of Customer's data and software; however, neither party shall be held responsible for any delay or failure in performance for causes beyond its reasonable control, including without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, power failures, earthquakes or other disasters, natural or otherwise.

8. **Changes and Modifications.** Customer may modify specifications for any particular application by furnishing revised specifications in writing to DocuCorp which completely replaces the previous specifications. If such a modification increases the cost to DocuCorp of performing the required application, then notwithstanding the limitations or requirements of Section 4, hereof, DocuCorp may immediately increase its prices accordingly, such increase to be effective immediately upon receipt of written notice thereof by Customer. DocuCorp shall set forth in writing and in reasonable detail the basis for calculating any such increase in cost. DocuCorp's calculation shall be conclusive and binding upon Customer if Customer directs DocuCorp to proceed with such work. Any service performed, not listed in this Agreement, will be invoiced at DocuCorp's then prevailing rates. In the event such DocuCorp services are required, the DocuCorp billing rate shall be that of Application Programming as set forth in Addendum #1 to this Agreement.

9. Confidentiality of Information.

a) **Confidential Information.** DocuCorp agrees that all information furnished to DocuCorp by Customer, including without limitation financial statements, Customer lists and other Customer information ("Confidential Information") shall be deemed confidential and shall be kept in strict confidence under appropriate safeguards. The term "Confidential Information" for purposes of this Section 9 does not include any information which (1) as shown by written records, was lawfully in the possession of DocuCorp prior to Customer's disclosure of such information to DocuCorp, provided that the source of such information was not bound by a confidentiality agreement with Customer in respect thereof, or (2) is generally available to the public other than as a result of disclosure by DocuCorp or its directors, officers, employees, agents, representatives, or others acting on its behalf ("DocuCorp's Representatives") or (3) required to be disclosed by any court or government authority of competent jurisdiction.

b) **Limitation on Use of Confidential Information Lists.** Without the prior written consent of Customer, DocuCorp shall not, directly or indirectly, (1) disclose or reveal any of the Confidential Information to any person, firm, or entity except to a limited number of DocuCorp's Representatives who are actively and directly participating in the services provided under this Agreement, each of whom shall be informed by DocuCorp of the confidential nature of the Confidential Information, and shall agree not to disclose such Confidential Information, or (2) use the Confidential Information in any way detrimental to Customer or for any purpose other than in connection with this Agreement. In any event, DocuCorp shall be responsible for the disclosure of any Confidential Information by any of DocuCorp's Representatives not in accordance with this Agreement.

c) **Return of Confidential Information at Termination.** At the termination of this Agreement or upon the written request of Customer and payment of any amounts due DocuCorp under this Agreement, DocuCorp shall deliver promptly to Customer all written or tangible material containing or reflecting any of the Confidential Information, without retaining any copies, summaries, analyses, or extracts thereof. All documents, memoranda, notes, and other writings whatsoever prepared by DocuCorp or DocuCorp's Representatives based on the information contained in the Confidential Information shall be destroyed by DocuCorp.

d) **Customer's Injunctive Relief.** DocuCorp agrees and acknowledges that the Confidential Information and related materials and knowledge contain valuable proprietary information of Customer, the improper disclosure of which would cause irreparable injury to Customer. Accordingly, DocuCorp agrees that in the event of an intentional violation or threatened violation by it of its confidentiality obligations hereunder, Customer will be entitled to seek injunctive relief from any court of competent jurisdiction.

e) **Survival.** DocuCorp and Customer agree that, notwithstanding any other provisions of this Agreement to the contrary, this Section 9 shall survive the termination of this Agreement.

General Terms and Conditions

(Continued)

10. Limitation of Liability. Liability on the part of DocuCorp for loss, destruction or damage by breakage, leakage, theft or accidental causes shall be limited to replacement with equivalent media and reprocessing of any printed materials lost or destroyed, at no additional charge to Customer. Customer is responsible for maintaining proper backup of source material sent to DocuCorp until DocuCorp has returned the original media. Except as specifically provided in this Agreement, DocuCorp shall have no liability for damages resulting or claimed to have resulted from erroneous or incomplete compilation, processing or transmission of information or data. In no event shall DocuCorp be liable to Customer for indirect, incidental, special or consequential damages (including without limitation, liability of Customer to third parties) arising out of this Agreement, and in no event shall DocuCorp's liability exceed an amount equal to twice the average monthly amount which has been paid to DocuCorp for processing and providing applicable services hereunder for the immediately preceding four (4) months or, with respect to goods and supplies, the price paid DocuCorp for the particular goods and/or supplies involved. Postage or shipping charges shall not be included in any such calculations, or shall any after-expense for which Customer is to reimburse DocuCorp.

11. EXPRESS DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES HEREIN SET FORTH, NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE MADE BY DocuCorp FOR ANY SERVICES PERFORMED OR PRODUCTS PROVIDED HEREUNDER.

12. Examination. Upon twenty-four (24) hours advance written notice auditors representing Customer or any regulatory agency which is required to audit or examine the services of Customer may review, on DocuCorp premises, the services provided Customer hereunder, provided that such review is during DocuCorp's normal business hours. With the exception of general observation visits, Customer shall reimburse DocuCorp for all expenses incurred in connection with any such review and shall take full responsibility for any delay in Customer's processing schedule.

13. Notices. All notices given hereunder shall be in writing and shall be sent by regular mail postage prepaid to the parties at the addresses set forth on the signature page hereof, or to such other addresses of which either party may give notice. Notice shall be effective upon receipt.

14. Assignment. This Agreement is between DocuCorp and Customer. Neither DocuCorp or Customer shall have the right (whether by operation law or otherwise) to assign this Agreement or delegate performance to any third party without the prior written consent of the other party; such consent shall not be unreasonably withheld. Any such assignment or delegation without DocuCorp's consent shall be void and of no effect; provided, however, that any such attempted assignment or delegation shall constitute a material breach of this Agreement, allowing DocuCorp the nonexclusive remedy of immediately terminating this Agreement without penalty to DocuCorp. DocuCorp shall not unreasonably withhold or delay its consent where such assignment is to a purchaser of all or substantially all of Customer's assets or where such assignment is to a corporation controlled by, controlling, or under common control with Customer, where such corporation has substantial assets.

15. Construction. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and shall be binding upon the parties hereto and shall be enforceable as though such invalid or unenforceable provision were not contained herein.

16. Entire Agreement. This Agreement and Addenda hereto constitute the entire Agreement between Customer and DocuCorp with respect to the subject matter hereof and shall supersede any inconsistent or additional terms in Customer's purchase orders or other documents submitted to DocuCorp or from DocuCorp. This Agreement may be amended only by a written instrument executed by both parties.

Addendum # 1
to
DocuCorp International, Inc.
Master Processing Services Agreement

This Addendum supplements the Service Agreement (the "Agreement") signed by DocuCorp and Customer. The following services will be provided by DocuCorp to Customer. The conversion of data transmitted via electronic communication, or delivered on magnetic media, to printed format and the distribution of data, and related services described below at the prices stated below.

DESCRIPTION AND PRICE SCHEDULE

Prepaid Postage

If individual mailings qualify for automated rates (always 500+ pieces):

Customer will set up an account with the United States Postal Service (USPS) for postage payment with a minimum of three (3) weeks of estimated postage. DocuCorp will use envelopes with pre-printed Postal Indicia that will be used by the USPS for automatic debiting of this account each day. In the event adequate postage monies are not received, DocuCorp may apply, at its sole discretion, the postage necessary to complete the job. A handling charge of one and one-half percent (1.5%) will be applied to any postage monies advanced by DocuCorp.

If individual mailings do not qualify for automated rates: (not always 500+ pieces) :

Customer will place on deposit with DocuCorp an amount equal to two months postage usage for the purpose of prepaying metered mail. This amount will be returned in full at the completion of the contract. DocuCorp will bill Customer monthly for postage actually used.

Processing, Print, Finish and Mail Costs.

<i>Al La Carte Item</i>	<i>Price</i>
Processing Fees - For Every Image Printed – Includes equipment and software required to process and print images. (Per Image or Impression - [i.e. 1 page duplex is 2 Images])	.0250
Printing Image Fees - Printing fee for printing of B&W documents on standard paper (Per Image or Impression)	.0350
Automated Folding & Insertion of Documents - For each document automatically folded and inserted by the finishing equipment. - First Page - Next Page	.0350 .0250
Automated Insertion of Return Envelope or Marketing Insert - For every piece automatically inserted by the automated folding and insertion finishing equipment. (Per Piece Inserted)	.0200
Electronic CASS Certification for Postal Discounts - Process Name & Address against CASS certified software for address verification and Post-Net bar-code, sort in zip code order and prepare for mailing to receive postal discounts. (Per Address)	.0250

Addendum # 1
to
DocuCorp International, Inc.
Master Processing Services Agreement

Al La Carte Item	Price
Archive Fees - Generation of Archive returned to Customer for Retrieving electronic copies of printed pages. This price does include the transactional license for the retrieval software (DAP Archive Retrieval). This fee must be included in all processing runs. If this service is discontinued, the software must be returned and not used for any past or future archive. (Per Image or Impression - i.e. 1 page duplex is 2 images)	.0150
Job Setup Charge - Fee for setting up Processing, Printer Trays, and Folding Equipment. (Per Run)	25.00
Manual Function - Any manual functions not covered in the services above requested by the customer; such as bulk packaging, special handling, etc. (Per Hour)	25.00
Consumables Inventory Management & Storage - Maintain supplies inventory (1 quarter's quantity recommended). (Per Pallet, Per Month)	15.00

Minimum Monthly Service Charge. "Minimum Monthly Service Charge" shall mean the minimum monthly charge to be paid by Customer in the event the monthly cost paid by Customer to DocuCorp for monthly services fails to equal or exceed the minimum amounts as provided in this Addendum #1. Effective from the first month of statement production through the term of this Agreement, Customer shall pay DocuCorp monthly for services. In the event that the monthly cost for services described above in the "Processing, Print, Finish and Mail Costs" section of this Addendum is less than \$3,500 in any given month, DocuCorp will bill the Customer a Minimum Monthly Service Charge of \$3,500 for this service.

Use of Recycled Paper Surcharge. Customer shall pay a 15% surcharge on the "Printing Image Fees" and the "Automatic Folding and Insertion of Document" charge and the Minimum Monthly Service Charge will be increased to \$15,000 for the use of recycled paper. DocuCorp will only use 100% laser capable recycled paper at its print centers and all paper consumable supplies are subject to approval and pricing by DocuCorp.

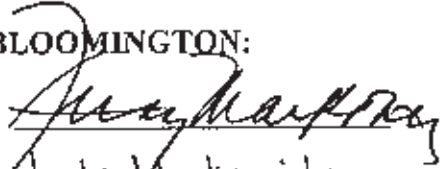
Paper Consumable Supplies. Paper consumable supplies such as pre-printed paper, outer envelopes, return envelope, etc. can be provided at an additional cost by DocuCorp to Customer. Prices, terms and conditions based on Customer's specific needs will be agreed in writing and attached to the Master Processing Services Agreement as an addendum.

Additional Fees. The above pricing schedule covers the processing, print, finish and mail for documents (images) of moderate complexity. Documents of extremely high complexity, including images containing more than two graphs, complex logos or graphics, etc., will be charged at an additional fee for processing and printing. This additional fee will be assessed by document and volume prior to placing the document into production. This additional fee must be agreed to in writing by DocuCorp and Customer prior to entering the document into production.

Addendum # 1
to
DocuCorp International, Inc.
Master Processing Services Agreement

IN WITNESS WHEREOF, the parties have caused this addendum to the Master Processing Services Agreement to be executed by their duly authorized representatives.

CITY OF BLOOMINGTON:

By: 
Print Name: Judy Markowitz
Title: Mayor
Date: October 9, 1998

DOCUCORP INTERNATIONAL, INC.:

By: _____
Print Name: _____
Title: _____
Date: _____

Addendum #2
to
DocuCorp International, Inc.
Processing Services Agreement

Quality Assurance Procedures and Service Level

The following procedures may be modified from time to time as business needs change or to improve the quality and service levels.

Data handling:

1. On Wednesday of each week, Customer will transmit a file to DocuCorp by 11:59 PM EST. Each file received will be logged into a File Receipt Log.
2. Each file will contain header and trailer records with control information, including a sequential file number and the number of records contained on the file. Each file should also contain the cycle date on the header record.
3. As each file is processed, DocuCorp will ensure that the file's sequential number is one greater than the last file processed and that the number of records on the file balance to the count in the file header or trailer record.

Processing control:

1. At each step in the DocuCorp processing, the number of statements read in will be balanced to the number output from the previous step.
2. The bills will use an indicia or be metered, depending on Customer's postal preference. If Customer cannot meet Postal Service's requirements for postal discounts, DocuCorp can presort the transactions by zip and produce the appropriate postal reports to obtain the best postage rates.
3. The data will be grouped into batches of 1000 bills (this number may be altered as experience indicates, to facilitate handling).
 - a. A job control ticket will be completed for each batch indicating the number of bills included and the input file number used to produce the group.
 - b. A "Check List" will be created for each batch listing each bill in the batch in sequence of printing.
4. Each batch will be reviewed for quality of print (toner density and consistency). Documents will be reprinted if necessary.

Addendum # 2
to
DocuCorp International, Inc.
Processing Services Agreement

5. Each group will go to a finishing station for automated folding and inserting.
- a. The automated finishing process be controlled by OMR marks printed on the bill that cause:
- 1) accumulation of multiple page bills (if any).
 - 2) sequence checking to prevent double feeds.
 - 3) each bill to be folded
 - 4) the inclusion of a return envelope.
 - 5) the inclusion of any marketing materials
 - 6) the application of postage if no indicia is used.
- b. The job control ticket and check list will be marked as complete and accurate and initialed by the finisher. Job tickets and check lists will be filed by processing date.
6. The mail will be delivered to the Post Office by 7:00 PM, EST.

Service Level:

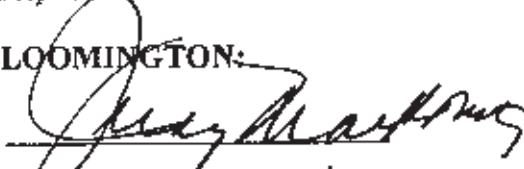
DocuCorp will follow the above procedures and agrees to meet or exceed the following standards:

1. DocuCorp will produce accurate and complete bills with appropriate toner coverage 99.5% of the time. Customer may measure the above by a) seeding the mail with bills that are mailed to Customer, or b) accumulating bills returned by the customer or the post office, or c) auditing and reviewing an actual production cycle at DocuCorp's facilities. The percentage shall be calculated by dividing the number of errors by the number of bills produced.
2. DocuCorp will deliver all bills to the Post Office the business day following receipt of Customer's file 95% of the time and by the second business day 100% of the time, provided that file is received by DocuCorp by 11:59 PM EST and that the processing cycle is not delayed at Customer's request.

Should DocuCorp not perform to the above standards over a month, Customer will notify DocuCorp of such non-performance. If in the quarter following notification of non-performance DocuCorp again does not meet the above standards, Customer shall have the right to terminate the processing services agreement without penalty.

IN WITNESS WHEREOF, the parties have caused this addendum to the Master Processing Services Agreement to be executed by their duly authorized representatives.

CITY OF BLOOMINGTON:

By: 
Print Name: Cheryl Markowitz
Title: Mayor
Date: October 9, 1998

DOCUCORP INTERNATIONAL, INC.:

By: _____
Print Name: _____
Title: _____
Date: _____

CITY OF BLOOMINGTON, ILLINOIS

FINANCE DEPARTMENT - PURCHASING DIVISION
CITY HALL BUILDING
P.O. BOX 3157 BLOOMINGTON, ILLINOIS 61702-3157
FAX 309-829-4010

PURCHASE ORDER

No. 17860

THIS PURCHASE ORDER NUMBER MUST BE SHOWN ON
ALL CARTONS, CORRESPONDENCE AND INVOICES.

NUMBER 3271 DATE

SHIP TO:

TO: DocuCorp INTERNATIONAL

2300 WINDY RIDGE PKWY SUITE 400 N
ATLANTA GA 30339

- ☐ 109 E. Olive
☐ 322 S. Main
☐ 401 S. East
☒ 401 1/2 S. East
☐ 310 N. Lee

- ☐ 1020 S. Morris
☐ 1813 S. Springfield
☐ 1613 S. Main
☐

OTHER

TAX EXEMPT NO. E9994-9903-01

DATE REQUIRED

SHIP F.O.B. BLOOMINGTON, ILLINOIS
INSIDE DELIVERY

ACCOUNT CODE	PROJECT CODE	QUANTITY ORDERED	QUANTITY RECEIVED	DESCRIPTION	UNIT COST	TOTAL COST
				BLANKET PURCHASE ORDER		
X50110-70990	96618			OUTSOURCING OF THE CITY OF BLOOMINGTON'S WATER BILLING PER COUNCIL ACTION 9/28/1998		
				THREE YEAR CONTRACT/ \$2,250.00 FOUR TIMES MONTHLY		
				ESTIMATED ANNUAL COST OF \$108,000.00		
ACKNOWLEDGEMENT						

DATE RECEIVED

RECEIVED BY

REQUISITION INITIATED BY

APPROVED BY

George A. Dye, ENG & WATER PT. HEAD

Kin Cravens 1/28/99 PURCHASING AGENT

NO MERCHANDISE ACCEPTED UNTIL ACKNOWLEDGEMENT COPY RETURNED
THE CITY WILL NOT BE RESPONSIBLE FOR SUPPLIES DELIVERED WITHOUT A PURCHASE ORDER.

WE ARE AN EQUAL OPPORTUNITY EMPLOYER

ACKNOWLEDGEMENT COPY RETURN TO PURCHASER

**AMENDMENT NUMBER 1
TO
TO APPLICATION SERVICE PROVIDER AGREEMENT**

This Amendment Number 1 to DocuCorp International, Inc. Application Services Provider Agreement is hereby made and entered into as of the 6th day of February, 2001 ("Amendment Number 1 Effective Date"), and amends that certain Application Service Provider Agreement, dated February 16th, 2001 (hereinafter referred to as the "Agreement"), by and between DocuCorp International, Inc., (hereinafter referred to as "DocuCorp") and City of Bloomington (hereinafter referred to as "Customer").

RECITALS

WHEREAS, Customer and DocuCorp have heretofore entered into the Agreement whereby DocuCorp provides certain processing, print, finish and mailing services to Customer; and

WHEREAS, Customer and DocuCorp agree that DocuCorp shall provide additional services pursuant to the term of the Agreement; and

WHEREAS, the parties wish to amend Agreement in a manner and to the extent hereinafter set forth.

NOW, THEREFORE, Customer and DocuCorp agree as follows:

The processing, print, finish and mail cost provisions of Addendum #1 to the Agreement shall be supplemented to add the services and the respective price for such services described below pursuant to the terms of the Agreement:

<i>Al La Carte</i> Item	Price
Archive Generation/Population Fee – Fee for the generation and population of an electronic archive for Customer. (Per image or impression)	.005
Archive Storage Fee – Fee for storage of the electronic archive on magnetic, spinning media for access over the Internet. This fee is calculated on a per page image basis for storage of such image/impression. (Per image or per impression)	.015
Additional Archive Storage Fee - Fee for storing any images beyond the one (1) calendar year period as described above. This fee is charged on a per image/impression per month basis. (Per image or impression).	.0015

02/07/01 10:24 FAX 309 434 2201

CITY OF BLOOMINGTON

003

EXCEPT to the extent provided hereinabove, and the Agreement shall in all other respects, remain unchanged and shall continue in full force with respect to the license granted herein.

IN WITNESS WHEREOF, Customer and DocuCorp have caused this Amendment Number 1 to the Agreement to be executed by their duly authorized representatives and to become effective on the Amendment Number 1 Effective Date.

DOCUCORP INTERNATIONAL, INC.**CITY OF BLOOMINGTON**

By: _____

By: George Drye

Name: _____

Name: Dir. of ENG & WATER

Title: _____

Title: GEORGE DRYE

Date: _____

Date: 2-6-01

AMENDMENT NUMBER 1 TO TO APPLICATION SERVICE PROVIDER AGREEMENT

This Amendment Number 1 to DocuCorp International, Inc. Application Services Provider Agreement is hereby made and entered into as of the 6th day of February, 2001 ("Amendment Number 1 Effective Date"), and amends that certain Application Service Provider Agreement, dated Febr. 6th 2001 (hereinafter referred to as the "Agreement"), by and between DocuCorp International, Inc., (hereinafter referred to as "DocuCorp") and City of Bloomington (hereinafter referred to as "Customer").

RECITALS

WHEREAS, Customer and DocuCorp have heretofore entered into the Agreement whereby DocuCorp provides certain processing, print, finish and mailing services to Customer; and

WHEREAS, Customer and DocuCorp agree that DocuCorp shall provide additional services pursuant to the term of the Agreement; and

WHEREAS, the parties wish to amend Agreement in a manner and to the extent hereinafter set forth.

NOW, THEREFORE, Customer and DocuCorp agree as follows:

The processing, print, finish and mail cost provisions of Addendum #1 to the Agreement shall be supplemented to add the services and the respective price for such services described below pursuant to the terms of the Agreement:

Al La Carte Item	Price
Archive Generation/Population Fee - Fee for the generation and population of an electronic archive for Customer. (Per image or impression)	.005
Archive Storage Fee - Fee for storage of the electronic archive on magnetic, spinning media for access over the Internet. This fee is calculated on a per page image basis for storage of such image/impression. (Per image or per impression)	.015
Additional Archive Storage Fee - Fee for storing any images beyond the one (1) calendar year period as described above. This fee is charged on a per image/impression per month basis. (Per image or impression).	.0015

EXCEPT to the extent provided hereinabove, and the Agreement shall in all other respects, remain unchanged and shall continue in full force with respect to the license granted herein.

IN WITNESS WHEREOF, Customer and DocuCorp have caused this Amendment Number 1 to the Agreement to be executed by their duly authorized representatives and to become effective on the Amendment Number 1 Effective Date.

DOCUCORP INTERNATIONAL, INC.

CITY OF BLOOMINGTON

By: _____

By: George Drye

Name: _____

Name: Dir of ENG & WATER

Title: _____

Title: GEORGE DRYE

Date: _____

Date: 2-6-01

CITY OF
Bloomington ILLINOIS
CONSENT AGENDA ITEM NO. 7L

FOR COUNCIL: January 11, 2016

SUBJECT: Consideration of:

- A. Adopting an Ordinance approving a Petition from MCLT TT – 1000 (Tipton Trails Partnership), for an expedited final plat for resubdivision of lots 317-320 Tipton Trails 5th Addition Final Plat
- B. Adopting an Ordinance approving a utility easement vacation, located west of Airport Road and north of General Electric Road.

RECOMMENDATION/MOTION: That the Ordinances be passed approving the expedited final plat for resubdivision of lots 317-320 Tipton Trails 5th Addition, and vacating the associated utility easement and that the Mayor and City Clerk be authorized to sign the necessary documents.

STRATEGIC PLAN LINK: Goal 3 Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE: a. Retention and growth of current local businesses

BACKGROUND: This final plat consists of three lots located west of Airport Road and north of General Electric Road. The zoning in this area is R1-C High Density Single-Family Residence District.

The proposed final plat creates three lots from what used to be four lots -- lots 317-320 in Tipton Trails Subdivision Fifth Addition. The resubdivision complies with City engineering standards and City staff has no objections to the plan. However, an easement would run down the middle of one of the lots (lot 328) if the final plat is approved. This would block development of the lot. Therefore, the petitioner, Tipton Trails Partnership, wishes to have the easement “vacated.” The City does not use this easement, and Public Works has received letters from public utilities stating the same. The public utilities have no objection to vacation of the easement.

This final plat qualifies for submission under the Expedited Final Plat submission process, Chapter 24, Section 3.5.6 of the Bloomington City Code.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: MCLT TT – 1000 (Tipton Trails Partnership)

FINANCIAL IMPACT: None. All survey and plat costs were paid by MCLT TT – 1000 (Tipton Trails Partnership)

Respectfully submitted for Council consideration.

Prepared by: Anthony J. Meizelis P.E., Civil Engineer I
Stephen Arney, Engineering Technician I

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

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

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

Recommended by:



David A. Hales
City Manager

Attachments:

- Petition
- Ordinance for final plat and easement vacation
- Exhibit A: Legal Description
- School District Certificate
- County Clerk's Certificate
- Owner's Certificate
- Drainage Statement
- Final Plat Checklist
- Council Map
- Final Plat
- Utility Easement Vacation Signoff Letters
- Request for Preliminary Plan Waiver Letter

Motion: That the Ordinances be passed approving the expedited final plat for resubdivision of lots 317-320 Tipton Trails 5th Addition, and vacating the associated utility easement and that the Mayor and City Clerk be authorized to sign the necessary documents.

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2016-_____

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE
RESUBDIVISION OF LOTS 317-320 IN TIPTON TRAILS SUBDIVISION FIFTH
ADDITION AND VACATING AN EASEMENT**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for Approval of the Final Plat of the Resubdivision of Lots 317-320 in Tipton Trails Subdivision Fifth Addition, legally described in Exhibit A attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition requests no exemptions or variations from the provisions of the Bloomington City Code 1960, as amended; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided and the Final Plat attached to said Petition was prepared in compliance with the requirements of the Bloomington City Code;

WHEREAS, said Petition requests the vacation of a 10-foot (10') wide utility easement described in Note 2 of the document entitled Final Plat, dated November 16, 2015, and attached hereto and incorporated herein by reference:

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

1. That the Final Plat of the Resubdivision of Lots 317-320 in Tipton Trails Subdivision Fifth Addition, dated November 16, 2015, is hereby approved.
2. That the strip of 10-foot (10') wide utility easement described in Note 2 of the document entitled Final Plat, dated November 16, 2015, is hereby vacated.
3. That this Ordinance shall be in full force and effective as of the time of its passage this 11th day of January, 2016.

PASSED THIS 11th DAY OF JANUARY, 2016.

APPROVED THIS ____ DAY OF JANUARY, 2016.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

APPROVED AS TO FORM

Jeffrey R. Jurgens, Corporate Counsel

EXHIBIT A

Description of Property

Lots 317, 318, 319 and 320 in Tipton Trails Fifth Addition, according to the plat thereof recorded September 20, 2004, as Document No. 2004-32009 in the McLean County Recorder's Office, in the City of Bloomington, McLean County, Illinois.

State of Illinois)
)ss.
County of McLean)

Now comes MCLT TT – 1000 (Tipton Trails Partnership) hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

- WHEREFORE, your petitioner respectfully prays that said Final Plat for the Resubdivision of Lots 317-320 in Tipton Trails Subdivision Fifth Addition and said vacation of certain utility easements as shown thereon, submitted herewith be approved with the exemptions or variations as requested herein.

By: MCLT TT – 1000 (Tipton Trails Partnership)

State of Illinois

)

)SS.

)

R. Michael / LL

SCHOOL DISTRICT CERTIFICATE

This is to certify that I _____ as Owner/Developer of the property herein described in the Surveyor's Certificate, which will be known as Resubdivision of Lots 317-320 in Tipton Trails Subdivision Fifth Addition, to the best of my knowledge, is located within the boundaries of Community Unit School District No. 5 in McLean County, Illinois.

Dated this _____ day of _____, 20 _____.

R. Michael H. L.
Owner/Developer

State of Illinois)
)ss.

County of McLean)

I, Patti A. Gregory, a Notary Public in and for the county and State aforesaid, do hereby certify that R. Michael H. L. personally known to be the same person whose name is subscribed to the foregoing owner's statement, appeared before me, this day, in person and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this 7th day of December, 2015.

Patti A. Gregory
Notary Public

My commission expires 4.27.2019.



COUNTY CLERK'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

I, Kathy Michael, County Clerk of McLean County, State of Illinois, do hereby certify that on the 12 day of November, 2015, there were no delinquent general or special assessments unpaid, special assessments or delinquent special assessments unpaid against the tract of land shown on the plat attached to this certificate and described in the certificate of the Surveyor attached hereto and to said Plat.

14-25-476-017

-018
-019
-020

FILED
MCLEAN COUNTY, ILLINOIS

NOV 12 2015

Kathy Michael
COUNTY CLERK

Kathy Michael
County Clerk, McLean County, Illinois

OWNER'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, hereby certify that we are the owners of all the premises embodied in the attached Plat of Resubdivision of Lots 317-320 in Tipton Trails Subdivision Fifth Addition to the City of Bloomington, McLean County, Illinois, and that we have caused said Plat to be made and that it is a true and correct plat of "Resubdivision of Lots 317-320 in Tipton Trails Subdivision Fifth Addition" to the City of Bloomington, McLean County, Illinois as laid off in lots and streets by Brent Bazan Registered Illinois Land Surveyor Number 3715; and we, the undersigned, hereby dedicate and set apart to the City of Bloomington for general utility purposes.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this
__ __ day of __ __, 20__.

Printed Name: R MICHAEL HUNDMAN

Signature: R Michael HL

State of Illinois)
)ss.
County of McLean)

I, Patti A. Gregory, a Notary Public in and for the county and State aforesaid, do hereby certify that R Michael Hundman personally known to be the same person whose name is subscribed to the foregoing owner's statement, appeared before me, this day, in person and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this 7th day of December, 2015.

Patti A. Gregory
Notary Public

My commission expires 4.27.2019



DRAINAGE STATEMENT

I, Jeffrey M. Gastel, Registered Professional Engineer, and MCLT TT-1000 being the owner of the premises heretofore platted by Brent A. Bazan, Illinois Professional Land Surveyor No. 3715, to be and become "Resubdivision of Lots 317-320 in Tipton Trails Subdivision Fifth Addition " in the City of Bloomington, McLean County, Illinois, do hereby state that to the best of their knowledge and belief, the drainage of surface waters will not be changed by the construction of said Subdivision or any part thereof; or that if such surface waters drainage will be changed, reasonable provision has been made for collection and diversion of such surface waters into public areas or drains which the Subdivider has a right to use and that such waters will be planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to the adjoining property because of the construction of the Subdivision.

I further state that no lots are within the Special Flood Hazard Area, as identified by the Federal Emergency Management Agency.



Jeffrey M. Gastel
Registered Professional Engineer No. 51694

OWNER:

BY: Ken Verkle



Resubdivision Lots 317-320 Tipton Trails 5th Addition Final Plat

Date Prepared: 11/23/2015

Shown on Final Plat:		Initial
	Easements shown for all public improvements	TJM
	City Engineer's Signature Block	TJM
	Clerk's Signature Block	TJM
	Areas or facilities to be dedicated to the public	N/A
	Railroad Right of Ways	N/A
	Subdivision Boundaries	TJM
	References to nearest street lines, Township, Sections lines, or monuments.	
	Name of Subdivision	TJM
	Legal Description	TJM
	Existing Parcel Id Number (PIN)	TJM
	Surveyor's statement regarding any Special Flood Hazard Areas.	TJM
	Total Acreage	TJM
	Street Names	TJM
	Proposed Lot numbers (consecutively numbered)	TJM
	Front Yard Setbacks	TJM
The following shall be provided:		
	School District Certificate	TJM
	County Clerk's Certificate	TJM
	Owner's Certificate	TJM
	Drainage Statement	TJM
	Owner's Petition	TJM
	Ordinance	TJM
	Utility Company Signoffs	TJM
	Digital PDF Submittal provided to Public Works	
	Digital CAD format submittal provided to Public Works	
	2 Mylar Copies	
	12 Paper Copies	
The following requirements shall be met:		
	Final plat retains the design characteristics of a valid Preliminary Plan that has not expired	TJM
	Retains the design characteristics of approved public improvement engineering plans and specifications.	TJM
	Final Plat is signed by IL licensed surveyor	TJM
	Plans for all public improvements approved by Public Works	N/A



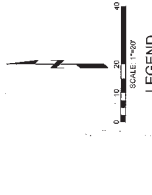
RESUBDIVISION OF LOTS 317-320 IN TIPTON TRAILS SUBDIVISION FIFTH ADDITION

PART OF S.E. 1/4 SECTION 25, TOWNSHIP 24 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS



Farnsworth
GROUP
2709 MCGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(815) 883-8435 / info@fng.com

Engineers | Architects | Surveyors | Scientists
BRIAN
Date: _____
Description: _____



UTILITY EASEMENT HEREBY VACATED

SURVEYOR'S DECLARATION

The following described property has been surveyed and plotted under my direction:
Lot 317, 318, 319 and 320 in Tipton Trails Fifth Addition according to the plat thereof recorded September 20, 2004 as Document No. 2004-3209 in the McLean County Recorder's Office, in the City of Bloomington, McLean County, Illinois. The property has been subdivided into 3 lots, numbered 327, 328, 329 and easements as shown. Said Subdivision is to be recorded in the Public Records of the County of McLean, Illinois, with Subdivision Fifth Addition in the City of Bloomington, McLean County, Illinois, containing 0.562 acres, more or less.

This Subdivision lies within Zone 3 Areas Determined to be Outside the 0.2% Annual Chance Floodplain according to the Federal Emergency Management Agency's Flood Insurance Rate Map for McLean County, Illinois, Community No. 710490, Map No. 171152031B, with a revised date of July 16, 2006.

Witness my hand and seal this 18th day of November, 2015.

FARNSWORTH GROUP, INC.
BLOOMINGTON, ILLINOIS 61704

By:
Brian J. Jullis
Professional Land Surveyor No. 3715
Exp. Date: 11-30-2015
Resident Firm Registration No. 184-02655



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

NOTE

1. Dimensions shown along curved lot lines are chord distances.
2. The lot utility easement located along the Southeast Line of Lot 319 and the 5-foot utility easement located along the Southeast Line of Lot 320 are hereby vacated by this plat.
3. This subdivision encumbrances Parcel Nos.:
14-25-476-017
14-25-476-018
14-25-476-019
14-25-476-020

CITY CLERK'S CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF MCLEAN) SS

I, _____, City Clerk of the City of Bloomington, Illinois, do hereby certify that this is a true and correct copy of an original Resubdivision of Lots 317-320 in Tipton Trails Subdivision Fifth Addition, Document No. 2015-1463, recorded in the Public Records of the County of McLean, Illinois, on this _____ day of _____, 2015, and that the property of all numbers is duly covered, the whole having been taken by year and day and related with the proper survey of said county.

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

City Clerk

CITY ENGINEER'S CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF MCLEAN) SS

I, _____, City Engineer for the City of Bloomington, Illinois, do hereby certify that the land represented on this map is the same as that shown on the original plat of the subdivision, and that the same is in compliance with the requirements of Chapter 14 of the Illinois Code of Ordinances, and that the same is in compliance with the requirements of the City of Bloomington.

City Engineer

City Engineer

Owner/Client:
MCLETT - 1500
1716 RT Dunn Drive
Bloomington, IL 61701
815-883-8435

SHEET TITLE

FINAL PLAT

Project No.: 0151463.00

Book No.: Field

Date: 11-18-15

Design/Drawn: DJM

Reviewed:

Shet Number

1

Fig No.: 24-9125



Public Works Department
ENGINEERING DIVISION
115 E. Washington St., PO BOX 3117
Bloomington, IL 61702-3157
Phone: 309-434-2225
Fax: 309-434-2201

November 19, 2015

C. Neil Finlen, P.E.
Farnsworth Group, Inc.
2709 McGraw Drive
Bloomington, IL 61701

Subject: Tipton Trails 5th Addition – Resubdivision
Utility Easement Vacation Signoff

Dear Mr. Finlen:

City of Bloomington Public Works and Water departments have reviewed the proposed vacation of the easement between lots 318 and 319 in Tipton Trails 5th re-subdivision in Bloomington Illinois.

The City of Bloomington does not have any facilities in this easement and has no objections to the vacation as proposed.

Should you have any questions, please contact us.

Sincerely,

A handwritten signature in cursive script, appearing to read "Anthony J. Meizelis".

Anthony J. Meizelis, P.E.
Civil Engineer I

cc: Jim Karch, Director of Public Works
Kevin Kothe, City Engineer
Bob Yehl, Director of Water
Brett Lueschen, Superintendent of Water Distribution
File



Count on Corn Belt!
Your Local Energy Resource

Your Touchstone Energy® Cooperative

November 19, 2015

C. Neil Finlen, P.E.
Farnsworth Group, Inc
2709 McGraw Drive
Bloomington, Illinois 61704

RE: Easement vacation.

Mr. Finlen,

We cannot speak for other utilities in regards to easement needs in this area. Corn Belt Energy has no objection to vacation of the easement area as described in your "Resubdivision of lots 317-320 in Tipton Trails Subdivision Fifth Addition" plat in Tipton Trails Subdivision at the South end of Sinclair Court.

Respectfully,

CORN BELT ENERGY CORPORATION

A handwritten signature in black ink, appearing to read "Jason Cotner". The signature is fluid and cursive, with a large, looping initial "J".

Jason Cotner
Field Engineer

Connor, Greg

From: Gangloff, Adam <adam.r.gangloff@ftr.com>
Sent: Thursday, November 19, 2015 2:12 PM
To: Connor, Greg
Cc: French, Torrey
Subject: RE: Tipton Trails 5th Resubdivision Plat
Attachments: Easement Vacation November 9th 2015.pdf

Attached is a letter saying that Frontier has no objection to the vacation of the easement. Frontier will remain in the 15' back easement of lots 318 & 319.

Adam Gangloff
Frontier - Network Engineering
109 E. Market St.
Bloomington, IL 61701
309.557.1378

From: French, Torrey
Sent: Wednesday, November 18, 2015 3:35 PM
To: Gangloff, Adam <adam.r.gangloff@ftr.com>
Subject: FW: Tipton Trails 5th Resubdivision Plat

FYI.

Torrey R. French

Engineer-Network Senior
Frontier Communications-Central Region
109 East Market Street
Bloomington, IL 61701
309-827-1715
torrey.french@frontier.com

"You can help you!"

From: Connor, Greg [<mailto:gconnor@F-W.com>]
Sent: Wednesday, November 18, 2015 3:25 PM
To: Thompson, Dean W <DThompson5@ameren.com>; Gonsalves, Josh S <JGonsalves@ameren.com>; Marty Behrens <mbehrens@ameren.com>; Matt McKinney <MMcKinney@agresources.com>; Ron Hopkins <hopkins@cornbeltenergy.com>; Jason Cotner <jcotner@cornbeltenergy.com>; French, Torrey <Torrey.French@ftr.com>; Vonbrethorst, James <James_Vonbrethorst@cable.comcast.com>
Cc: Finlen, Neil <nfinlen@F-W.com>; Bazan, Brent <bbazan@F-W.com>
Subject: Tipton Trails 5th Resubdivision Plat

Good afternoon,

Please find attached the Resubdivision Plat of lots 317-320 in Tipton Trails Subdivision Fifth Addition in Bloomington. Please make notice of note #2 that the 10' existing easement is hereby vacated by this plat. Please let me know if any of you have facilities in this easement as they will have to relocate to the new easement now provided on

Connor, Greg

From: Eric Sadler <esadler@aglresources.com>
Sent: Thursday, November 19, 2015 10:01 AM
To: Connor, Greg
Subject: RE: Tipton Trails 5th Resubdivision Plat

Greg,

Good morning, I have reviewed the proposed plat of vacation. It doesn't appear that Nicor Gas has any facilities located within this area. As a result, Nicor Gas doesn't have any objections to the vacation. If you have any questions please feel free to contact me.

Regards,

Eric L. Sadler

Eric L. Sadler, CFM
Land Management Agent
Land Services Department

Nicor Gas Company
1844 W. Ferry Rd.
Naperville, IL 60563

Internal Extension: 83729
Office: 630-388-3729
Fax: 630-983-8725

esadler@aglresources.com



Nicor Gas™

An AGL Resources Company



Natural Gas

AGL Resources Company

From: Connor, Greg [<mailto:gconnor@f-w.com>]
Sent: Wednesday, November 18, 2015 3:25 PM
To: Thompson, Dean W; Gonsalves, Josh S; Marty Behrens (mbehrens@ameren.com); Matt McKinney; Ron Hopkins; Jason Cotner (jcotner@cornbeltenergy.com); French, Torrey; Vonbrethorst, James
Cc: Finlen, Neil; Bazar, Brent
Subject: Tipton Trails 5th Resubdivision Plat

Good afternoon,

Please find attached the Resubdivision Plat of lots 317-320 in Tipton Trails Subdivision Fifth Addition in Bloomington. Please make notice of note #2 that the 10' existing easement is hereby vacated by this plat. Please let me know if any of you have facilities in this easement as they will have to relocate to the new easement now provided on



December 7, 2015

Farnsworth Group
2709 McGraw Drive
Bloomington, Illinois 61704
Attn: C. Nell Finlen, P.E.; Principal

Re: Utility Easement Vacation, Tipton Trails 5th Addition, Bloomington, IL.

To Whom It May Concern:

This letter serves as acknowledgement that Comcast Cable Communications, Inc., having no facilities located thereon and anticipating no future need thereof, hereby disclaims all right, title, and interest it may have in and to the following public utility easement:

The ten-foot wide utility easement situated along the common property line of adjacent Lots number 318 and 319 in Tipton Trails Subdivision Fifth Addition in the City of Bloomington, McLean County, Illinois.

This disclaimer is not intended to and shall not in any way affect any easements which Comcast and/or its affiliates have a right to use, except as to the premises hereinabove specifically described.

Respectfully yours,

A handwritten signature in cursive script that reads "Robert L. Schuller, Jr.".

Robert L. Schuller, Jr.
Central Division Director of Construction

By:

A handwritten signature in cursive script that reads "Frank Gautier".

Frank Gautier
Sr. Right-Of-Way Engineer
(630) 600-6348

January 6, 2016

Ms. Cherry Lawson, City Clerk
Bloomington City Hall
109 E. Olive St.
Bloomington, IL 61701

Subject: Tipton Trails Lot Resubdivision
Request for Waiver of Preliminary Plan

The Developers respectfully request a waiver of the preliminary plan, submission, review, and approval process pursuant to Chapter 24, Sec. 3.5.6(b)(1) of the Bloomington City Code. The reason is, in order to qualify for the expedited final plat. The project simply changes 4 zero lot line properties to 3 single family lots, thus decreasing the overall density.

The utility plans have been submitted and approved by the Engineering Department per code. Should you have any questions, please advise.

Very truly yours,

FARNSWORTH GROUP, INC.



C. Neil Finlen, P.E.
Principal

cc: George Boyle, Asst. Corp. Council
Kevin Kothe – City Engineer
Mike Hundman – Developer
Ken Verkler – Developer
Todd Bugg - Attorney

CITY OF
Bloomington ILLINOIS
CONSENT AGENDA ITEM NO. 7M

FOR COUNCIL: January 11, 2016

SUBJECT: Consideration of the application of Yumz Asian Cuisine, Inc., d/b/a Yumz Asian Cuisine, located at 120 Krispy Kreme Dr., Ste. 2 requesting an RBS liquor license which would allow the sale of beer and wine only by the glass for consumption on the premises seven (7) days a week.

RECOMMENDATION/MOTION: That an RBS liquor license for Yumz Asian Cuisine, Inc., d/b/a Yumz Asian Cuisine, located at 120 Krispy Kreme Dr., Ste. 2, be approved contingent upon: 1.) BASSET certification within ninety (90) days after Council approval and 2.) Compliance with all health safety codes.

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

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

BACKGROUND: The Bloomington Liquor Commissioner, Tari Renner, called the hearing to order to hear the request of Yumz Asian Cuisine, Inc., d/b/a Yumz Asian Cuisine, located at 120 Krispy Kreme Dr., Ste. 2 requesting an RBS liquor license which would allow the sale of beer and wine only by the glass for consumption on the premises seven (7) days a week.

Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan, George Boyle, Asst. Corporation Counsel and Renee Gooderham, Chief Deputy Clerk, Joyce Chook, Joyce Chook, applicant representative, for Yumz Asian Cuisine, Inc.

Joyce Chook, applicant representative, Yumz Asian Cuisine, Inc., addressed the Commission. She stated that Yumz Asian Cuisine was requesting to serve beer and wine only. The business was currently operating as a restaurant.

Commissioner Renner questioned familiarity with Chapter 6, Alcoholic Beverages. Ms. Chook acknowledged same. He questioned BASSET (Beverage Alcohol Sellers and Servers Education) certification. Ms. Chook stated that BASSET certification had not been taken yet. The plan was to take same through an online course.

Commissioner Jordan questioned the number of employees. Ms. Chook replied forty-five (45).

Commissioner Renner recommended a motion that was contingent upon proof of BASSET certification within ninety (90) days.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that the application of Yumz Asian Cuisine, Inc., d/b/a Yumz Asian Cuisine, located at 120 Krispy Kreme Dr., Ste. 2 requesting an RBS liquor license which would allow the sale of beer and wine only by the glass for consumption on the premises seven (7) days a week be approved contingent upon: 1.) BASSET certification with ninety (90) days after Council approval and 2.) Compliance with all health safety codes.

Motion carried, (viva voce).

Commissioner Renner stated that this item would appear on the Council's January 11, 2016, Consent Agenda. He encouraged Ms. Chook to attend.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on November 30, 2015 in accordance with City Code. In accordance with City Code, approximately 59 courtesy copies of the Public Notice were mailed on November 30, 2015. In addition, the Agenda for the December 8, 2015 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: The annual fee for an RBS liquor license is \$1,110.

Respectfully submitted for Council consideration.

Prepared by:

Renee Gooderham, Chief Deputy Clerk

Reviewed by:

Cherry L. Lawson, City Clerk

George D. Boyle, Assistant Corporation Counsel

Recommended by



Tari Renner
Mayor

Attachments:

- Chapter t: Section 4B Creation of New License - Findings
- Liquor License Questionnaire
- License Application for the Sale of Alcoholic Beverages
- License Application for Sunday Sales of Alcoholic Beverages

Motion: That an RBS liquor license for Yumz Asian Cuisine, Inc., d/b/a Yumz Asian Cuisine, located at 120 Krispy Kreme Dr., Ste. 2, be approved contingent upon: 1.) BASSET certification with ninety (90) days after Council approval and 2.) Compliance with all health safety codes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Date _____

Emergency Call-In Listings

Yuanz Asian Cuisine Inc Yuanz Asian Cuisine
Individual/Partnership/Corporation/LLC D/B/A
120 Krispy Kreme Dr #2 Bloomington IL 61704
Address of Business

Business Phone Number _____

Please list those responsible for Building Security for the above establishment. At least one person must live within McLean County. No security companies/firms allowed.

Name Fook Lin Chok Phone 309-531-4550
Address 711 S. Sesame St Bloomington IL 61704

Name Joyce Chok Phone 309-531-4550
Address 711 S. Sesame St Bloomington IL 61704

Name _____ Phone _____
Address _____

Name _____ Phone _____
Address _____

Building Owner:
Name Corporate Commons Management LLC c/o m/lbg Commercial Real Estate Phone 309-693-3000
Address 211 W. Cornerstone Court Peoria Illinois 61614

LIQUOR LICENSE QUESTIONNAIRE

TO THE APPLICANT:

On August 28, 1972, the Bloomington City Council enacted Ordinance No. 1972-57 revising standards for issuance of liquor licenses. The Ordinance, in addition to providing for an increase in the number of licenses, reflected a change in public attitude toward liquor licenses. Rather than lucrative privileges to be bought or sold, they are viewed as potential tools for community development, which can be an asset to the community. Consequently, licenses will be approved, not as a matter of right, but only where a need can be shown to exist and where the issuance of a license for a particular kind of establishment is supportive of and consistent with sound community planning. The following questions and the answers thereto can be of significant value in allowing the Liquor Commission to make an intelligent assessment of your application. Your cooperation in completing it as fully and in as much detail as possible is appreciated.

The questions in the Questionnaire apply equally to yourself and any partner, or any officer or director of a corporation. If more space is needed to answer any question completely, use additional paper.

1. LEGAL REQUIREMENTS:

- | | | |
|-----|--|------------|
| (a) | Have you attained the age of 21 years? | <u>yes</u> |
| (b) | Have you been a resident of the City of Bloomington for one year? | <u>yes</u> |
| (c) | Are you a citizen of the United States? | <u>no</u> |
| (d) | Are you a person of good character and reputation? | <u>yes</u> |
| (e) | Have you ever been convicted of a felony under the laws of the United States or any state? | <u>no</u> |
| (f) | Have you ever been convicted of being the keeper, or are you now the keeper of a house of prostitution? | <u>no</u> |
| (g) | Have you ever been convicted of pandering or any other crime opposed to decency and morality? | <u>no</u> |
| (h) | Have you ever had a Bloomington liquor license revoked for any cause? | <u>no</u> |
| (i) | (If applicant is a corporation). Is a holder of over 5% of corporate stock ineligible to hold a liquor license for any reason other than citizenship or residence? | <u>no</u> |
| (j) | Is the Manager of the establishment ineligible to hold a liquor license for any reason other than citizenship or residence? | <u>no</u> |

- (k) Have you ever been convicted of a violation of any federal or state law concerning the manufacture, possession or sale of alcoholic liquor? NO
- (l) Do you own or have a valid lease to the premises for which the license is sought? Yes
- (m) Are you eligible for a state retail liquor dealer's license? NO
- (n) Is the establishment located within 100' of any church, school, hospital, home for aged or indigent persons or war veterans, their wives or children? NO

2. NATURE OF LICENSE:

- (a) What class liquor licenses are you seeking? RBS
- (b) What type of establishment do you intend to operate with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop). restaurant
- (c) State the significance of a liquor license to your establishment, present or future. Beer and wine offered as an adult complement to meals, helping to attract adults and families. Especially to help support dinner sales.
- (d) How will a liquor license of the kind requested benefit the City of Bloomington and its residents? Our restaurant will enhance the City of Bloomington by offering a culturally different family restaurant offering diverse menu for lunch and dinner. There isn't currently available in general area
- (e) Upon what facts do you base your answers to the previous question? Professional Restaurant Experience coupled with market and competitive research.
- (f) Do you intend to furnish live entertainment in the establishment to be licensed? NO
- (g) If you answer "YES" to the previous question, state the nature of such entertainment. _____
- (h) Will most of the establishment's gross revenue come from sources other than sale of alcohol? Yes

- (i) If you answered "YES" to the previous question, from what sources will such revenue be derived? Good Prepared Food Fresh on Site
- (j) Do you intend to obtain and use a dance license? NO
- (k) If establishment is not in operation, attach a drawing showing:
 (1) General design of establishment;
 (2) Where alcohol is to be distributed and/or served. by glass & canner to Dining Table

3. IMPACT OF ESTABLISHMENT:

- (a) State the location of the establishment. The Shoppe @ Corporate Common 1700 Kipp, Kipp Dr. & 17th Birmingham AL 35204
- (b) What hours will the establishment be open? 11am - 9:30pm
- (c) What type or types of building(s) adjoin the establishment? located in a strip mall building adjoining a clothing store and cosmetics store
- (d) If any adjoining buildings are office or commercial, approximately what hours are they open for business? 10am - 8:30pm
- (e) If adjoining buildings are predominately residential, are they single or multi-family and what other business establishments are in the area? Commercial Development not Residential
- (f) Describe streets immediately adjoining the establishment (e.g. Approximate width, one or two-way, parking restrictions, etc.) Primary Commercial Roadways adjoining major retail/commercial building cluster with no on street parking and sufficient off street lot parking available
- (g) How much additional traffic do you expect the establishment with a liquor license to generate? Additional Larger Dinner Business
- (h) Describe on and off street parking facilities to handle traffic anticipated. off street parking provided immediately in front and adjacent restaurant
- (i) How many establishments with liquor licenses are located within the immediate area of your establishment? zero adjoining 1 - 1/2 mile or less
- (j) What do you estimate to be the demand for your establishment in the area in which it is or will be located? Proposed Site is formerly a restaurant with no directly comparable restaurant in the general area

(k) Upon what facts do you base your answer to the previous question? At least 20 years combined restaurant experience coupled with market and competitive research.

4. RESPONSIBILITY:

- (a) If establishment is presently in operation, attach a financial statement of the establishment's last fiscal year. NO
- (b) If establishment is not presently in operation, attach a statement showing your assets and liabilities (or if a corporation, the assets and liabilities of the corporation).
- (c) Do you now or have you ever had a Bloomington liquor licenses? NO
- (d) If you answer to the previous question is "YES", how many times have you been found guilty by the Bloomington Liquor Commission of violating Bloomington's liquor ordinance? _____

DATED this _____ day of _____, 20____.

SIGNED:

FOOK VIN CHOOK
(Name)
111 S. Sesame St.
(Address)
Bloomington 61704. IL
(City) (State)

(Name)

(Address)

(City) (State)

(Name)

(Address)

(City) (State)

LICENSE APPLICATION
For the Sale of Alcoholic Beverages

TO THE LOCAL LIQUOR CONTROL COMMISSIONER OF THE CITY OF BLOOMINGTON,
McLEAN COUNTY, ILLINOIS:

1. Application is herein made a CLASS RBS LICENSE to sell Malt Vinous Beverages, pursuant to Chapter 6 of the Bloomington City Code 1960.

2. The undersigned applicant is ___ an individual; ___ a partnership; X a corporation; (Check one)

A. If an individual: Name _____ Age _____

Address _____

Legal resident of City of Bloomington for more than One (1) year? Yes ___ No ___

B. If a partnership: Following are the names of all partners who are entitled to share in any profit of the business:

Name: _____ Address: _____

Legal resident of City of Bloomington for more than One (1) year? Yes ___ No ___

Name: _____ Address: _____

Legal resident of City of Bloomington for more than One (1) year? Yes ___ No ___

C. If a corporation, state whether same is organized for profit X or nonprofit ___, under laws of the State of Illinois

Date of incorporation 10/15/2015

Objects of incorporation according to Charter of corporation.
(by separate sheet if necessary)

(Attach additional information

Following are the names and addresses of all officers and directors of the said corporation and if the majority of stock is 100 % owned by one person, his name and address:

Name: Fook Lin Chook Title or position: President

Address: 111 S. Sesame St City/State/Zip Bloomington IL 61704

Name: _____ Title or position: _____

Address: _____ City/State/Zip _____

Name: _____ Title or position: _____

Address: _____ City/State/Zip _____

Name: _____ Title or position: _____
Address: _____ City/State/Zip _____

3. This application is for renewal of license now held _____ or an original application X (Check one)

4. Location and description of the premises or place of business to be operated under this license

120 E. Spuytenwyck Drive #2 Bloomington IL @ The Shoppes at Corporate Commons

A. Trade Name Yummy Asian Cuisine

5. Is this location within 100 feet of any church, school, hospital, home of aged, or indigent persons, or for War Veterans, their wives, or children? Yes _____ No X

6. Does the place of business have access to any other portion of the same building or structure which is used for dwelling or lodging purposes, and which is permitted to be used or kept accessible for use by the public? Yes _____ No X

7. Is it proposed to sell food in this place of business? Yes X No _____

8. Is applicant or any partner, officer, director, or majority stockholder engaged in the business of manufacturing or bottling malt vinous beverages or is the agent or any such person or corporation, or is a jobber of malt or vinous beverages? Yes _____ No X

9. Has applicant, or any partner, officer, director, or majority stockholder ever been convicted of a felony, or of the violation of any law relating to the prohibition of the sale of intoxicating liquors, or any other crime or misdemeanor, (other than minor traffic violations)? Yes _____ No X If yes, fully explain.

10. Has any other license issued to individual applicant, or to any partner, officer, director, or majority stockholder, issued for sale of alcoholic beverages, ever been revoked? Yes _____ No X If yes, give further details.

11. Has a similar application ever been refused for cause that has been made by any of the foregoing persons? Yes _____ No X

12. Is the applicant herein, the owner of the premises for which this license is sought? Yes _____ No X

13. If no, the name of the building owner: Name Corporate Commons Investment LLC c/o Major Commercial Real Estate

Address 2411 W. Cornerstone Court, Peoria Illinois 61614

Term of written lease, from (date) 01/01/2019 to 12/31/2020

(Copy of Lease attached)

14. Do you know of any reasons whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code 1960 in connection with the proposed sale of alcoholic beverages?

Yes _____ No X

Applicants and each of them jointly and severally, including all partners, officers, directors, or majority stockholders, hereinafter named and whose signatures are affixed to this application, agree and acknowledge that they and each of them fully understand that any license issued hereunder may be revoked in accordance with the Ordinance of this City.

Dated this _____ day of _____, _____

A. (Individual)

Individual's signature

B. (Partnership)

Business Name

(All Partners of applicant)

C. (Corporation) Yummy Asian Cuisine, Inc.

(Corporate Name)

Fred W. Clark

(President of Corporation)

Attest:

MB
(Secretary)

And the following officers, directors, or majority stockholder:

STATE OF ILLINOIS,

COUNTY OF McLEAN

)
) SS
)

being first duly sworn on their respective oaths say that they comprise all of the owners, partners, officers, directors, or majority stockholders of the above named applicant in accordance with definitions of the Bloomington City Code; that they and each of them have read and signed the foregoing application for license, know the contents thereof, and that all the statements made therein are true.

Subscribed and Sworn to before me this 23rd day of November 2015.

My commission expires on 12/04 2018.

(Notary Public)

Tereasa Renee Gooderham



LICENSE APPLICATION
FOR SUNDAY SALE OF ALCOHOLIC BEVERAGES

TO: The Liquor Control Commissioner of the City of Bloomington, McLean County, Illinois

NAME OF APPLICANT Yung Tsan Cuisine Inc. (Fook Lin Cheuk)
Hereinafter referred to as the "Applicant" represents to the Bloomington Liquor Commission the following:

1. A CLASS RES LIQUOR LICENSE is currently held by or is being applied for by the Applicant and it authorizes or will authorize the liquor sales on Monday-Saturday.
2. The Applicant herein requests a CLASS S LICENSE to authorize the operation of the Applicant's liquor establishment on Sundays in the same manner as is or will be authorized by and during the valid period of the license referred to in Paragraph 1 hereof.
3. The Applicant and each and every partner, officer, director, majority stockholder or agent thereof, agree and acknowledge the following:
 - (a) Any license issued hereunder may be revoked in accordance with the Ordinances of the City of Bloomington;
 - (b) All persons who are employed by or who have an ownership interest in the Applicant will testify under oath to all competent, relevant, and material questions propounded to any of them in any hearing conducted by the local Liquor Commissioner;
 - (c) Failure of any person to testify according to the provisions of subsection (b) shall be sufficient reason for suspension or revocation of any license which may be issued pursuant to this Application; and
 - (d) The Applicant will furnish, upon request from the Liquor Commissioner, any books and/or records of its business operations which are relevant to the question of whether such Applicant qualifies or has qualified at any time for the basic license or for the license which may be issued pursuant to this Application.

Dated this _____ day of _____, 20____.

A. (Individual)

(Name)

B. (Partnership)

(Business Name)

All partners of applicant: _____

44443 Asian Cuisine, Inc.
(Corporate Name)

OFFICIAL SEAL
TERESA RENEE GOODERHAM
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 12/04/18

REGULAR AGENDA ITEM NO. 8A

FOR COUNCIL: January 11, 2016

SUBJECT: Consideration of adopting an Ordinance Amending Bloomington City Code Chapter 45 Section 900.13 Rental Inspection Program Registration Fees.

RECOMMENDATION/MOTION: That an Ordinance be adopted amending Bloomington City Code Chapter 45, Section 900.13 Rental Inspection Program Registration Fees and authorize the Mayor and City Clerk to sign the necessary documents.

STRATEGIC PLAN LINK: The fee amendment is linked to Goal 1) Financially Sound City Providing Quality Basic Services and Objective a) Budget with adequate resources to support defined services and level of services; and, Goal 4) Strong Neighborhoods and Objectives a) Residents feeling safe in their homes and neighborhoods, b) Upgraded quality of older housing stocks and c) Preservation of property/home valuations.

STRATEGIC PLAN SIGNIFICANCE: The fee changes will provide revenue adequate for maintaining routine inspections, follow-up inspections and court appearances to preserve and improve a good quality of rental housing within the City.

BACKGROUND: The current fees are sufficient to cover costs for one rental inspector. The City has inspection responsibility for about 3,100 buildings (parcels), which average four rental units (premises) each and totaling more than 12,000 units. Having just one inspector means rental buildings and units, which per the ordinance should receive an annual inspection, are inspected once every three or more years (about 900 buildings per year). Given that lag, significant deterioration may occur during the gap, sometimes enough to create cumulative life-safety concerns for these residents.

Of the buildings remaining in the current inspection queue, more than 85% have been failing due to at least one life-safety concern or several maintenance concerns. More routine inspections are valuable because problems need to be resolved to prevent further deterioration. Also, some tenants are afraid to make complaints to Community Development regarding the condition of their apartments for fear of retribution by their landlords. Others are unaware of the process for making property maintenance complaints to the City. Neighboring properties feel the impact of a deteriorating rental building next door, affecting property values and livability—sometimes becoming victim to the infestations and garbage debris issues which start next door.

The current fees distinguish between those buildings requiring inspection and those that do not. A \$35.00 annual registration fee is charged properties not needing an inspection because they are either new or performed well in a prior inspection which exempts them from further inspections. A \$135.00 fee is charged buildings subject to the inspection because of recent or current inspection failures, whether or not the building is inspected that year. Apartment buildings with three or more units receive an additional \$25.00 per unit registration fee. Under the proposed fee structure all buildings are charged \$65.00 and apartment buildings see an additional \$5.00 per unit registration fee. This is a simpler formula for everyone participating and provides an easier, accurate projection of revenue.

The increase in the number of inspectors will bring the program to slightly more than one inspection every 1.5 years, which is a marked improvements.

FINANCIAL IMPACT: If the new fee structure is approved, the registration fees paid to support the ordinance-mandated program will increase from about \$125,000 anticipated in the current fiscal year to \$248,800 in FY 2017 as estimated by Community Development. These are estimates and will be monitored during the FY 2017 Budget, if approved, to adjust the projection or out years as necessary.

	Proposed Fee	Estimated Full Year Revenue
3,100 Buildings	\$65	\$201,500
9,460 Per Unit Charge for Apt Buildings	\$ 5	\$ 47,300
		\$248,800

	Estimated Full Year Expense
Rental Inspector II (2 positions)	\$161,071
Support Staff IV	\$ 46,257
Legal	\$ 30,000
	\$237,328

Net Positive Revenue	\$ 11,472
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Respectfully submitted for Council consideration.

Prepared by: Tom Dabareiner, Director of Community Development

Reviewed by: Steve Rasmussen, Assistant City Manager

Financial & Budgetary review by: Carla Murillo, Budget Manager

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

Recommended by:



David A. Hales, City Manager

Motion: That an Ordinance be adopted amending Bloomington City Code Chapter 45, Section 900.13 Rental Inspection Program Registration Fees and authorizing the Mayor and City Clerk to sign the necessary documents.

Motion: _____

Seconded by: _____

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

ORDINANCE 2016 - ____

**AN ORDINANCE AMENDING THE CITY CODE PROVISIONS
ON FEES FOR RENTAL INSPECTIONS**

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

Section 1. That Chapter 45, Section 900.13(a) of Article II of the Bloomington City Code, 1960, as amended, shall be further amended as follows (unless otherwise noted, additions are indicated by underlines; deletions indicated by strikeouts):

Chapter 45: Section 900.13: Fees.

(a) The City shall assess the following fees for registrations and inspections required by this Section:

1. ~~\$30.00~~ \$65.00 per building or, if more than one rented condominium unit is contained within a building, then \$65.00 per rented condominium unit per building for buildings having a rating of "A" or "B" at the time of the adoption of this Ordinance and for those buildings receiving an acceptable rating as defined in Section 900.2(a);
2. ~~\$130.00 for the first two units for buildings rated "C" or "D" at the time of the adoption of this Ordinance or receiving an unacceptable rating as defined in Section 900.2(f).~~ An additional \$5.00 per unit shall be assessed for buildings with 3 or more units;
3. Missed inspection fee: ~~\$50.00~~ \$75.00 per building or condominium for each missed inspection.
4. Second re-inspection appointment fee: ~~\$50.00~~ \$100.00 per building.
5. Late fees on billing statements: 10% interest per month on outstanding balances per Section 900.8.

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

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

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

SECTION 5. This ordinance shall be effective 10 days after its passage and publication.

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

PASSED this 11th day of January, 2016.

APPROVED this ____ day of January, 2016.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

APPROVED AS TO FORM

Jeffery R. Jurgens, Corporation Counsel



REGULAR AGENDA ITEM NO. 8B

FOR COUNCIL: January 11, 2016

SUBJECT: Consideration of adopting an Ordinance approving the PMO Mobile Home Park site plan.

RECOMMENDATION/MOTION: That an Ordinance be adopted to approve the site plan of the PMO Mobile Home Park.

STRATEGIC PLAN LINK: Goal 4) Strong Neighborhoods and Objectives a) Residents feeling safe in their homes and neighborhoods

STRATEGIC PLAN SIGNIFICANCE: The approval of a new mobile home park will expand housing opportunities for a range of new and relocated residents.

BACKGROUND: On July 27, 2015, the City Council considered a similar ordinance approving the site plan for the same property. The Council agreed with staff's recommendation that a storm water agreement was needed between the petitioner and the neighboring mobile home park as to how stormwater management issues will be handled. Lacking that documentation, the Council voted against approving the mobile home park site plan.

Since the July 27 meeting, agreement has been reached between the two mobile home parks on the stormwater question. Legal, Public Works and Community Development staff have reviewed the agreement and determined that it addresses the concerns staff had originally over the issue of stormwater management. A signed, executed copy is attached. With this agreement, all conditions are met to approve a site plan and qualify the property to apply for a license as a mobile home park in the City of Bloomington.

FINANCIAL IMPACT: Property-specific, small increases in property taxes.

Respectfully submitted for Council consideration.

Prepared by: Tom Dabareiner, Director of Community Development

Reviewed by: Steve Rasmussen, Assistant City Manager

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

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

Recommended by:



David A. Hales

City Manager

ATTACHMENTS:

1. Meeting minutes from July 27, 2015 Council Meeting.
2. Copy of the private two-party storm water agreement.
3. Ordinance

Motion: That an Ordinance be adopted to approve the site plan of the PMO Mobile Home.

Motion: _____ Seconded by: _____

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

Partial Minutes from the July 27, 2015 City Council Meeting

The following was presented.

Item 8B: Consideration of adopting an ordinance for Case No. MPH-01-15 Petition requesting approval of a Site Plan for PMO Properties Manufactured Home Park, for the property located east of Greyhound Road approximately 220' south of E. Hamilton Road, and approximately 7.98 acres.

Motion by Alderman Sage, seconded by Alderman Hauman As recommended by City staff, deny the recommendation of the Plan Commission and request an ordinance be brought back before the City Council approving the Site Plan for PMO Properties Manufactured Home Park conditioned upon a written signed agreement be executed between the two mobile home park owners which will allow conveyance of storm water from the developing park into the already developed park as well as for maintenance for this private storm water system.

Tom Dabareiner, Director of Community Development provided a PowerPoint Presentation on this item (*PowerPoint Presentation is on file in the Clerk's Office*). He stated that this matter started out as a code enforcement matter over an unlicensed mobile home park, known as PMO Properties. Three of the four conditions were not met that were related to the license for approval of the site plan. The fourth deals with a unique circumstance. One condition was not met/three continuances were granted, the Planning Commission ultimately voted approval in a split vote despite the continuances.

He stated that the two options before the Council is: Option 1: Option 1: As recommended by the Plan Commission, adopt an ordinance for Case MPH-01-15 for a Site Plan for PMO Properties Manufactured Home Park, for the property described in Exhibit A.

Option 2: As recommended by City staff, deny the recommendation of the Plan Commission and request an ordinance be brought back before the City Council approving the Site Plan for PMO Properties Manufactured Home Park conditioned upon a written signed agreement be executed between the two mobile home park owners which will allow conveyance of storm water from the developing park into the already developed park as well as for maintenance for this private storm water system.

Mr. Dabareiner stated that there were four conditions that the applicant would have to meet; three of which were immediately addressed in the first meeting. The final condition would address the maintenance of the drainage system that flows from the PMO Properties into retention that is located on the Cardinal Ridge property. That drainage system is private, not a public system. He explained that when a system is under one ownership, it is very clear and easy that whenever there is a problem, you would go to the one owner. A piece of the drainage system became available (uncertain as to why) and is under a new ownership; however, it relies on the exact same storm system and use of the retention area. Staff Recommendation is that the fourth condition be attached, that Council send it back to the Planning Commission with that condition to be resolved.

Partial Minutes from the July 27, 2015 City Council Meeting

Mayor Renner asked Mr. Dabareiner for his recommendation on this case. Mr. Dabareiner stated that Staff's Recommendation is that Council rejects the recommendation of the Planning Commission, which was a mixed vote, and send it back to resolve the issues that remains regarding the drainage system.

Alderman Sage stated that he had a conversation with City Engineer Kevin Kothe and discussed the drainage issue. He stated that we need to have a line of sight back to both owners of the system so that the City can work with the owners.

Alderman Black stated if Council were to approve this item as the motion is presented, what would be the repercussion for the residents that live in that area.

Mr. Dabareiner stated achieving an agreement on shared maintenance concern is generally a normal process. The difficulty is when two parties do not agree. We have an existing park that does experience problems, and the engineering study confirms—the question is it working today. The City's ultimate goal is to protect the current and future residents. The City would like to see the PMO Properties developed as a mobile home park. We need to ensure that all systems are operating properly and accountability when there are concerns.

Alderman Black stated that should there be no agreement between both parties, what happens next?

Mr. Dabareiner stated that the City will then proceed with the code enforcement case that it has against the PMO Properties that formed a mobile park without having a license, nor meeting the requirements to obtain a license.

Alderman Buragas stated this is a slightly unusual situation, because the City had a comprehensive look at this due to the nature of the parcels which were once unified. Now, we have a situation whereby a smaller parcel where the infrastructure was developed thinking it was a part of the other...The typical development path, if it were a separate parcel, the storm water retention would be dealt with separately. They would be required to tap on or build a facility. She stated that the City does not have this scenario before them, and the residents are caught in the middle of this unfortunate situation, and are at the mercy of a direct competitor of getting storm water relief. She agrees that we have an obligation to ensure that these properties are well maintained, and do not have drainage issues. However, it is troubling that the smaller development is at the mercy of the larger one that has no interest in cooperating. She asked whether the City has any regulatory power to bring both parties to the table to resolve the issue.

Mr. Dabareiner stated that the City will enforce its code as problems arise with the development. As of now, it is all in timing and protecting the current residents. PMO properties do have options but may not be financially feasible, like providing their own retention on site.

Alderman Lower inquired as to the cost to build a retention system in the mobile park. He ask whether the City would be able to assist PMO in coming to an agreement where it is financially viable for them to pursue.

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Mr. Dabareiner stated an agreement would need to be reached regarding the maintenance. At that time, the case would likely be closed. However, not convinced that a conversation has taken place regarding the issue. The City has continued to work with both parties in this process rather than take the extreme measure of taking PMO to court.

Alderman Hauman stated that she had attended several Planning Commission Meetings and she does not want to see the City get into a situation where the residents of either of the mobile home parks blaming the City for water related issues.

Alderman Schmidt referenced some of the residents who spoke during public comment that they would likely be forced out of their homes. She asked whether that could occur with the current residents.

Mr. Dabareiner stated that is an entirely different process. PMO Properties is not a legal mobile home park. It does not mean that it is absent of all residential in the future. As a stand-alone mobile park it would not work under the current regulations.

Alderman Schmidt stated at some point, residents will need to leave the area that they have called home.

Mr. Dabareiner stated that there are other options and acquisitions to address the drainage issue.

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

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

Nays: None

Motion carried.

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RECOMMENDATION/MOTION:

Option 1: As recommended by the Plan Commission, adopt an ordinance for Case MPH-01-15 for a Site Plan for PMO Properties Manufactured Home Park, for the property described in Exhibit A.

Option 2: As recommended by City staff, deny the recommendation of the Plan Commission and request an ordinance be brought back before the City Council approving the Site Plan for PMO Properties Manufactured Home Park conditioned upon a written signed agreement be executed between the two mobile home park owners which will allow conveyance of storm water from the developing park into the already developed park as well as for maintenance for this private storm water system.

STRATEGIC PLAN LINK: The amended preliminary plan is linked to Goal 3, Grow the Local Economy and Objective A, Retention and growth of current local businesses.

STRATEGIC PLAN SIGNIFICANCE: The reinstated and amended preliminary plan will facilitate the objective of retention of local businesses. This includes the developer as well as the building trades that will be associated with locating new homes in the manufactured home park.

BACKGROUND:

The subject site is identified as the PMO Properties Manufactured Home Park. It is located east of Greyhound Road approximately 220' south of East Hamilton Road. It has four existing manufactured homes however the vast majority of the manufactured home park is undeveloped. The four homes were allowed to be placed there by the owner prior to obtaining a license to operate the mobile home park.

The proposed manufactured home park is a result of being separated from the larger mobile home park to the south and the east. The street layout and the general development of the park as proposed is acceptable however one concern that staff has pertains to maintenance of the private drainage system. When the park was under one ownership storm water was the responsibility of just one owner. With the separation of the park into two parcels with separate ownership there needs to be an agreement between the two owners regarding the conveyance of storm water to from the developing park into the already developed park as well as for maintenance thereof. The owners of the two parks have not settled on any agreement.

PLANNING COMMISSION

This case was before the Planning Commission for a public hearing and review on February 25, March 25, April 22, and June 24, 2015. Staff explained issues to be addressed which were a drainage agreement, setback variances, removal of street barriers and the need for an on-site office. The City Engineer explained that staff's concern is if there is a problem with conveyance or drainage the city would have limited actions to take where the new mobile home park residents are impacted. The only issue remaining at the June 24, meeting pertained to drainage; all of the other conditions were successfully addressed.

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The petitioner's attorney claims that a drainage agreement is not necessary for the approval of the site plan. The developer's engineer indicated the storm water system for the development was correctly designed and constructed to adequately handle the storm water at the time the original park approval. He also believes that any problems pertaining to storm water are on the developed mobile home park's property.

One citizen spoke in favor of the project stating more development will prevent dumping. Two audience members spoke in opposition. A representative for the owner stated the storm water may become a problem because many more homes will increase the impervious surface and indicated they cannot sign an agreement without seeing detailed engineering plans. One citizen stated there is already flooding and something needs to be done at least on that edge of the PMO property where the water is standing.

Staff recommended to the Planning Commission approval condition upon complying with the following:

1. There be a written signed agreement between the two mobile home park owners which will allow conveyance of storm water from the developing park into the already developed park as well as for maintenance for this private storm water system. *This agreement has not been provided.*
2. The removal of barriers which prevent traffic from moving between the two mobile home parks. *The developer has removed the barriers.*
3. Approval of the requested variances. *The variances have been approved.*
4. Revise the site plan and provide an on-site office for the mobile home park. *The developer has agreed to provide the office.*

Therefore the above items 2, 3, and 4 have all been resolved. Staff recommends to the City Council approval condition upon complying with the following:

1. There be a written signed agreement between the two mobile home park owners which will allow conveyance of storm water from the developing park into the already developed park as well as for maintenance for this private storm water system.

The Planning Commission recommended approval without any further conditions by a vote of 5-3. This recommendation is inconsistent with staff's position and inconsistent with the Planning Commission acting twice to continue the hearing while waiting for an agreement.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:

Public notice was published in the Pantagraph in accordance with City Code. In accordance with the Zoning Code (Ordinance No. 2006-137), courtesy copies of the Public Notice were mailed to approximately 55 property owners or residents within 500 feet. In addition, a public notice/identification sign was posted on the property.

FINANCIAL IMPACT:

Partial Minutes from the July 27, 2015 City Council Meeting

If the reinstated and amended preliminary plan is approved, there should be an increase in property taxes for the city as the site is developed.

Respectfully submitted for Council consideration.

Prepared by: Mark Woolard, City Planner

Reviewed by: Tom Dabareiner, Director of Community Development

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

McLean Arnold
Attorney at Law
709 E. Douglas Street
Bloomington, IL 61701
Phone: 309-827-8212
Fax: 309-828-1908
Email: arnoldlawoffice@frontier.com

Arnold Law Office

Fax

To: GEORGE BOYLE From: MC LEAN ARNOLD
Fax: 434-2316 Date: October 9, 2015
Phone: _____ Pages: Cover plus 5 pages
Re: PMO ORDINANCE VIOLATION CC: ROBERT REWERTS 862-6264

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

MESSAGES: _____ Faxed for your information, action or response.

_____ Please telephone to discuss

_____ A copy will be sent by mail

_____ A copy will not be sent by mail

COMMENTS:

George: Please find a complete and fully executed copy of the Storm Sewer Maintenance Agreement as per the City's request. Unless I hear from you I will presume City Council can approve our site plan now.

IMPORTANT

This transmission is intended only for the use of the individual or entity to which it is addressed, and may contain confidential and legally privileged information and communications. If the reader of this message is not the intended recipient, or the employee or agent responsible for forwarding it to the intended recipient, you are hereby notified that reading, disseminating, distributing, or copying this transmission is strictly prohibited. If you have received this transmission in error, please notify the Arnold Law Office immediately by telephone, and return the original transmission to us at the above address via the U.S. Postal Service. Thank You.

STORM SEWER MAINTENANCE AGREEMENT

THIS STORM SEWER MAINTENANCE AGREEMENT ("Agreement") is entered into this ____ day of _____, 2015, by and among the MP SOUTHGATE MHP, LLC, a Delaware limited liability company ("MP Southgate"), and PMO PROPERTIES, LLC, an Illinois limited liability company ("PMO").

RECITALS

WHEREAS, MP Southgate owns the Cardinal Ridge Mobile Home Community located on that certain real property in Bloomington, Illinois legally described on *Exhibit A* of this Agreement (the "MP Property");

WHEREAS, PMO owns that certain real property legally described on *Exhibit B* of this Agreement (the "PMO Property");

WHEREAS, PMO desires to develop a mobile home community on the PMO Property (the "PMO Development");

WHEREAS, the MP Property and PMO Property are adjoining and adjacent to one another and prior to the ownership by MP Southgate and PMO, the two parcels were under a sole owner (the "Prior Owner");

WHEREAS, at the time of development of the MP Property the Prior Owner constructed a private storm water sewer system serving both the MP Property and the PMO Property. The MP Property is the downstream property to which the PMO Property drains. The parcels share the use of two drainage swales generally located in the areas depicted on *Exhibit C*, attached hereto, and the storm water detention pond (the "Shared Facilities") and the main drainage from the PMO Property is through a 48 inch concrete drainage pipe running from the PMO Property to the MP Property (the "Drainage Pipe"). The Shared Facilities and the portion of the Drainage Pipe located on the MP Property are hereinafter referred to as the "Storm Sewer Facilities" and are generally depicted on *Exhibit C* of this Agreement;

WHEREAS, no agreement exists regarding the maintenance or operation of the Storm Sewer Facilities;

WHEREAS, as condition to the City's approval of the PMO Development, PMO is required to enter into this Agreement;

WHEREAS, both parties to this Agreement seek to clarify their respective responsibilities related to Storm Sewer Facilities maintenance; and,

WHEREAS, both parties to this Agreement seek to share in the cost of maintaining the Storm Sewer Facilities, as further described below.

AGREEMENT

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals and Exhibits Incorporated. The Recitals set forth above and all attached exhibits are, by this reference, incorporated into and deemed a part of this Agreement.

2. Description of Storm Sewer Facilities. The Storm Sewer Facilities are generally located as shown and described on *Exhibit C* attached hereto.

3. Purpose of this Agreement. The purpose of this Agreement is to set forth the terms and conditions upon which MP Southgate and PMO share in the maintenance and cost of the Storm Sewer Facilities.

4. Proportionate Share of Maintenance Costs. The parties to this Agreement agree that each party's proportionate share is based on the acreage of MP Property relative to the acreage of PMO Property. The MP Property is 60.96 acres and the PMO Property is 7.98 acres, resulting in MP Southgate's proportionate share equaling 88% and PMO's proportionate share equaling 12% of the total.

- i. The above proportionate shares apply to all future maintenance of the Storm Sewer Facilities, unless an exception and modification is agreed to by both parties.
- ii. Notwithstanding the foregoing to the contrary, the parties proportionate shares shall not apply to the one time dredging and improvement of the two drainage swales, the cost of which shall be shared as follows:
 - a. PMO and/or its agents will dredge and improve the two drainage swales at a cost and pursuant to plans agreed upon by both parties; and
 - b. MP Southgate will pay PMO two-thirds (2/3) of such costs within thirty (30) days following a receipt of a written invoice from PMO.

5. PMO Responsibilities. PMO shall:

- i. Share in the cost of maintaining the Storm Sewer Facilities on a proportionate basis, as provided herein.
- ii. Maintain all storm water improvements located on the PMO Property in a good and operative condition.

6. MP Southgate Responsibilities. MP Southgate shall:

- i. Share in the cost of maintaining the Storm Sewer Facilities on a proportionate basis, as provided herein.
- ii. Maintain the Storm Water Facilities and all other storm water improvements located on the MP Property in a good and operative condition.

7. Temporary Construction Easement. MP Southgate hereby conveys to PMO a temporary easement on, over and across the Easement Area for the sole purpose of grading and sloping, removal of trees and shrubbery, the operation of equipment, the movement of a working force, and all such other work as reasonable or necessary to perform and complete the improvement of the drainage swales pursuant to the plans approved by MP Southgate and PMO. PMO and its agents, servants, employees, consultants, contractors and subcontractors (collectively, "PMO's Agents") shall have the right to enter upon the Easement Area for the purposes permitted by this Agreement. PMO shall enter upon the Easement Area at its sole risk and hazard, and PMO and its successors and assigns, hereby release MP Southgate from any and all claims relating to the condition of the Easement Area and the entry upon the Easement Area by PMO and PMO's Agents. All easement rights granted in this Section 7 shall terminate upon the earlier of the completion of the work described above or December 31, 2015. In performing the work, PMO will comply with all present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any building, zoning and land use laws. In performing the work, PMO will keep the MP Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under PMO, and PMO will indemnify, hold harmless and agree to defend MP Southgate from any liens that may be placed on the MP Property and/or the property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under PMO or any of PMO's Agents. Any such liens must be released of record within fifteen (15) days of being filed.

8. Payments. MP Southgate shall bill PMO on a periodic basis (which may be on an occurrence basis or quarterly or annually, in the discretion of the MP Southgate) for the costs of improving and maintaining the Storm Water Facilities, which may include but are not limited to routine maintenance, repair, reconstruction and replacement. All payments due hereunder shall be payable within 30 days of receipt of a written invoice from MP Southgate, unless otherwise

specified in such notice, and shall be payable in the amount and manner specified in such notice, which may include imposition of late fees, penalties or charges.

9. Default in Payments and Lien Rights. If any party to this Agreement fails to perform any of its payment obligations under this Agreement, in whole or in part, the non-defaulting party to whom such payment obligation is due shall make demand for such payment from the defaulting party in writing. If the defaulting party has not cured such payment in ten (10) days, the non-defaulting party owed such sum may proceed to take such action as shall be necessary to cause payment to be made including a lawsuit for payment in a court of competent jurisdiction or the exercise of its lien rights set out herein. If defaulting party shall not pay the sum owed within ten (10) days after receipt of the written demand for payment, interest shall accrue upon any unpaid amounts at a rate of fifteen per cent (15%) per annum. Notwithstanding anything to the contrary contained in this Agreement, each party to this Agreement shall be liable and responsible for the obligations, covenants, agreements and responsibilities created by this Agreement and for any judgment rendered hereon only to the extent of its respective interest in the land and improvements on the MP Property or the PMO Property, as the case may be.

10. Cooperation in Good Faith. MP Southgate and PMO agree to use good faith efforts to cooperate with each other and shall execute such affidavits, certificates, applications or other documents deemed reasonable and necessary to complete the obligations contemplated in this Agreement.

11. Indemnity. Each party hereto hereby indemnifies any other and holds the other harmless from and against any loss, cost, damage, claim or expense, including reasonable attorneys' fees and expenses, incurred by the indemnified party as a result of (a) any death or injury to persons or damage to property occurring in connection with the indemnifying party's work or use of the property of the other and (b) any breach of the indemnifying party's representations, warranties and covenants contained in this Agreement. The indemnifying party shall not be required to indemnify on account of the gross negligence or willful misconduct by the non-indemnifying party or its successors, assigns, partners, employees, invitees, licensees, agents, tenants and representatives. In no event shall either party have any responsibility for the care or protection of any vehicle parked upon or traversing such party's property for access, ingress or egress to that of the other party.

12. Further Assurances. In case at any time after the execution of this Agreement any further action is reasonably necessary to carry out the purposes of this Agreement or the transactions contemplated by this Agreement, the parties shall upon reasonable request of the other take such actions.

13. Notices. All notices or other communications required or desired to be given hereunder shall be in writing and shall be deemed duly given within three (3) business day when mailed by first class, registered or certified mail, postage prepaid or upon receipt if delivered by nationally recognized overnight carrier and addressed as follows:

To MP Southgate: MP SOUTHGATE MUP, LLC
1908 Main Street
Kansas City, Missouri 64108
Attn: Jay Oades

With a copy to: White Goss, a Professional Corporation
4510 Belleview, Suite 300
Kansas City, Missouri 64111
Attn: Ryan Cook

To PMO Properties: PMO Properties, LLC
2405 E. Empire Street
Bloomington, IL 61704
Attn: Bob Rewerts, Sr.

With a copy to: Arnold Law Offices
709 E. Douglas Street
Bloomington, IL 61701
Attn: McLean Arnold

14. Complete Agreement. This Agreement shall constitute the complete agreement between the parties and any modification shall be in writing and signed by all parties. All exhibits referenced in this Agreement are incorporated by such reference as if set forth in full in the text of this Agreement.

15. Agreement for Exclusive Benefit of Parties. Except as otherwise provided herein, the provisions of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any other person, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person. Nothing herein shall be construed to create any rights in or for the benefit of any lessee of any part of the MP Property or the PMO Property.

16. Severability. Any provision of this Agreement which is not enforceable according to law will be severed therefrom, and the remaining provisions shall be enforced to the fullest extent permitted by law.

17. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

18. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

19. Authority. The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement.

20. Costs. Except as may be otherwise provided herein, each party shall bear its own costs in the performance of its respective obligations under this Agreement.

21. Covenants Run with the Land. It is intended that the covenants, easements, agreements, promises and duties of each party as set forth in this Agreement shall be construed as covenants and that, to the fullest extent legally possible, all such covenants shall run with and be enforceable against both the covenantor and the land or constitute equitable servitudes as between the property of the respective covenantor, as the servient tenement, and the property of the respective covenantee, as the dominant tenement. Such covenants shall terminate upon termination or expiration of this Agreement. Nothing herein contained shall be deemed to be a grant or dedication of any portion of the MP Property or the PMO Property to or for the general public or for any public purposes whatsoever, it being the intention of the parties hereto that this Agreement shall be strictly limited to and for the purposes herein expressed.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

MP SOUTHGATE MHP, LLC

By: [Signature]

Name: Christopher D. [Signature]

Title: Authorized Signer

ACKNOWLEDGEMENT

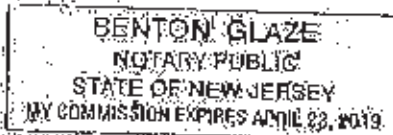
STATE OF New Jersey)
COUNTY OF Union) ss.

Before me personally appeared Christopher D. [Signature] of MP Southgate MHP, LLC, to me personally known to be the individual described in and who executed the foregoing instrument on behalf of such municipality as duly authorized and as his free act and deed.

WITNESS my hand and official seal this 14th day of September, 2015.

[Signature]
Notary Public

My Commission Expires: 4/23/2019



PMO Properties, LLC

By: *Bob Rewerts*

Bob Rewerts, Sr.

ACKNOWLEDGEMENT

STATE OF Illinois)
) ss.
COUNTY OF McLean)

Before me personally appeared Bob Rewerts, Sr. of PMO Properties, LLC, to me personally known to be the individual described in and who executed the foregoing instrument on behalf of such limited liability company as duly authorized and as his free act and deed.

WITNESS my hand and official seal this 8th day of October, 2015.My Commission Expires: 2-24-2017*Mary B Walther*
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF MP PROPERTY

Real estate (and improvements thereon) located in Bloomington, McLean County, Illinois, described more particularly as:

PARCEL 1:

A PART OF THE SOUTH 145 FEET OF LOT 1 AND 2 LYING EAST OF THE EAST LINE OF THE WEST 9 ACRES OF THE SOUTH 20 ACRES OF LOTS 1 AND 2; THE WEST 9 ACRES OF THE SOUTH 20 ACRES OF LOTS 1 AND 2; ALL OF LOT 7, 10 AND 11; A PART OF THE NORTH 1 ROD OF LOT 12; ALL OF THAT PART OF LOT 9 LYING WEST OF LANE'S SUBDIVISION; ALL OF THAT PART OF LOT 14 AND 15 LYING NORTH OF A LINE THAT IS 310 FEET NORTH OF ALL THE NORTH LINE OF CAUDELL'S SUBDIVISION; AND A PART OF LOTS 5 AND 6, ALL IN THE SCHOOL COMMISSIONERS SUBDIVISION OF THE SOUTHEAST ¼ OF SECTION 16, TOWNSHIP 23 NORTH RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF BLOOMINGTON, MCLEAN COUNTY ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 16, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS; THENCE SOUTH 02 DEGREES 40 MINUTES 03 SECONDS EAST 517.44 FEET ON AND ALONG THE EAST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 16 TO THE NORTHEAST CORNER OF THE SOUTH 145 FEET OF PART OF LOTS 1 AND 2 IN SCHOOL COMMISSIONERS SUBDIVISION OF SAID SOUTHEAST ¼ OF SECTION 16 LYING EAST OF THE EAST LINE OF THE WEST 9 ACRES OF THE SOUTH 20 ACRES OF SAID LOTS 1 AND 2, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 02 DEGREES 40 MINUTES 03 SECONDS EAST 40.00 FEET ON AND ALONG SAID EAST LINE OF THE SOUTHEAST ¼ OF SECTION 16 TO THE POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF THAT PART OF THE SAID SOUTH 145 FEET OF LOTS 1 AND 2 CONVEYED TO GLEN ANDERSON, ET AL, RECORDED ON AUGUST 7, 1967 AS DOCUMENT NO. 67-5202; THENCE NORTH 88 DEGREES 41 MINUTES 56 SECONDS WEST 421.53 FEET ON AND ALONG THE SAID EASTERLY EXTENSION AND THE NORTH LINE OF THE SAID TRACT CONVEYED TO GLEN ANDERSON, ET AL, IN SAID DOCUMENT NO. 67-5202, TO THE NORTHWEST CORNER OF SAID ANDERSON TRACT; THENCE SOUTH 01 DEGREES 39 MINUTES 20 SECONDS EAST 105.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT CONVEYED TO GLEN ANDERSON, ET AL; THENCE NORTH 88 DEGREES 03 MINUTES 20 SECONDS WEST 777.2 FEET TO THE NORTHEAST CORNER OF LOT 7 IN SAID SCHOOL COMMISSIONERS SUBDIVISION IN THE SOUTHEAST ¼ OF SECTION 16; THENCE SOUTH 02 DEGREES 37 MINUTES 55 SECONDS EAST 667.32 FEET ON AND ALONG THE EAST LINE OF SAID LOT 7 TO THE NORTHWEST CORNER OF LOT 9 IN SCHOOL COMMISSIONERS SUBDIVISION IN SAID SOUTHEAST ¼ OF SECTION 16; THENCE SOUTH 88 DEGREES 51 MINUTES 17 SECONDS EAST 479.36 FEET ON AND ALONG THE NORTH LINE OF SAID LOT 9 TO THE NORTHWEST CORNER OF LANE'S SUBDIVISION RECORDED AS DOCUMENT NO. 58984; THENCE SOUTH 03 DEGREES 01 MINUTES 21 SECONDS EAST 664.77 FEET TO THE SOUTHWEST CORNER OF LANE'S SUBDIVISION ON THE SOUTH LINE OF SAID LOT 9; THENCE NORTH 89 DEGREES 04 MINUTES 54 SECONDS WEST 482.37 FEET ON AND ALONG THE SOUTH LINE OF LOT 9 TO THE NORTHEAST CORNER OF LOT 15 IN SAID SCHOOL COMMISSIONERS SUBDIVISION OF THE SOUTHEAST ¼ OF SECTION 16; THENCE SOUTH 02 DEGREES 39 MINUTES 32 SECONDS EAST 93.24 FEET ON AND ALONG THE EAST LINE OF SAID LOT 15 TO A POINT WHICH IS 310.00 FEET NORTH OF THE NORTH LINE OF CAUDELL'S SUBDIVISION IN THE SOUTHEAST ¼ OF SAID SECTION 16, AS MEASURED AT

RIGHT ANGLE FROM THE NORTH LINE OF SAID CAUDELL'S SUBDIVISION; THENCE NORTH 88 DEGREES 33 MINUTES 58 SECONDS WEST 1375.45 FEET PARALLEL TO THE SAID NORTH LINE OF CAUDELL'S SUBDIVISION TO THE WEST LINE OF LOT 14 IN SAID SCHOOL COMMISSIONERS SUBDIVISION OF THE SOUTHEAST ¼ OF SECTION 16; THENCE NORTH 03 DEGREES 15 MINUTES 11 SECONDS WEST 738.11 FEET ON AND ALONG THE WEST LINE OF SAID LOT 14 IN SAID SCHOOL COMMISSIONERS SUBDIVISION OF THE SOUTHEAST ¼ OF SECTION 16; TO THE SOUTH LINE OF THE NORTH 1 ROD OF LOT 12 IN SAID SCHOOL COMMISSIONERS SUBDIVISION OF THE SOUTHEAST ¼ OF SECTION 16; THENCE NORTH 88 DEGREES 47 MINUTES 07 SECONDS WEST 145.64 FEET ON THE SOUTH LINE OF SAID NORTH 1 ROD OF LOT 12; THENCE NORTH 02 DEGREES 22 MINUTES 41 SECONDS WEST 463.71 FEET; THENCE SOUTH 88 DEGREES 48 MINUTES 06 SECONDS EAST 846.20 FEET TO THE EAST LINE OF LOT 6 AND THE WEST LINE OF LOT 7 IN SAID SCHOOL COMMISSIONERS SUBDIVISION OF THE SOUTHEAST ¼ OF SECTION 16, SAID POINT ALSO BEING 447.34 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 6; THENCE NORTH 02 DEGREES 23 MINUTES 06 SECONDS WEST 233.92 FEET TO THE SOUTHWEST CORNER OF LOT 2; THENCE NORTH 02 DEGREES 24 MINUTES 59 SECONDS WEST 631.40 FEET ON AND ALONG THE WEST LINE OF SAID LOT 2 TO THE NORTH LINE OF THE SOUTH 20 ACRES OF LOTS 1 AND 2 IN SAID SCHOOL COMMISSIONERS SUBDIVISION OF THE SOUTHEAST ¼ OF SECTION 16; THENCE SOUTH 87 DEGREES 56 MINUTES 17 SECONDS EAST 620.30 FEET ON AND ALONG SAID NORTH LINE OF SOUTH 20 ACRES OF LOTS 1 AND 2; THENCE SOUTH 02 DEGREES 23 MINUTES 25 SECONDS EAST 489.97 FEET ON AND ALONG THE EAST LINE OF THE WEST 9 ACRES OF THE SOUTH 20 ACRES OF SAID LOTS 1 AND 2, TO THE NORTHWEST CORNER OF THE SOUTH 145 FEET OF THAT PART OF LOTS 1 AND 2 LYING EAST OF THE EAST LINE OF SAID WEST 9 ACRES OF THE SOUTH 20 ACRES OF SAID LOTS 1 AND 2, THENCE SOUTH 88 DEGREES 23 MINUTES 03 SECONDS EAST 758.68 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH AN INGRESS/EGRESS AND WATER EASEMENT:

DATED JULY 7, 1998 AND RECORDED AS DOCUMENT NO. 98-22957 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 16, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS; THENCE SOUTH 02 DEGREES 40 MINUTES 03 SECONDS EAST 517.44 FEET ON AND ALONG THE EAST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 16 TO THE NORTHEAST CORNER OF THE SOUTH 145 FEET OF PART OF LOTS 1 AND 2 IN SCHOOL COMMISSIONERS SUBDIVISION OF SAID SOUTHEAST ¼ OF SECTION 16, LYING EAST OF THE EAST LINE OF THE WEST 9 ACRES OF THE SOUTH 20 ACRES OF SAID LOTS 1 AND 2; THENCE NORTH 88 DEGREES 23 MINUTES 03 SECONDS WEST 758.68 FEET; THENCE NORTH 02 DEGREES 23 MINUTES 25 SECONDS WEST 489.97 FEET ON AND ALONG THE EAST LINE OF THE WEST 9 ACRES OF THE SOUTH 20 ACRES OF LOTS 1 AND 2 IN SCHOOL COMMISSIONERS SUBDIVISION OF THE SOUTHEAST ¼ OF SECTION 16; THENCE NORTH 87 DEGREES 56 MINUTES 11 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTH 20 ACRES OF SAID LOTS 1 AND 2, 620.30 FEET; THENCE SOUTH 02 DEGREES 24 MINUTES 59 SECONDS EAST 631.40 FEET, ON AND ALONG THE WEST LINE OF SAID LOT 2, TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 02 DEGREES 23 MINUTES 06 SECONDS EAST 233.92 FEET ALONG THE EAST LINE OF LOT 6 AND THE WEST LINE OF LOT 1 IN SAID SCHOOL COMMISSIONERS SUBDIVISION; THENCE NORTH 88 DEGREES 48 MINUTES 06 SECONDS WEST 846.20 FEET; THENCE SOUTH 02 DEGREES 20 MINUTES 05 SECONDS EAST 267.12 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 02 DEGREES 20 MINUTES 05 SECONDS EAST 34.08 FEET; THENCE NORTH 88 DEGREES 48

MINUTES 06 SECONDS WEST 263.66 FEET; THENCE NORTH 88 DEGREES 50 MINUTES 16 SECONDS WEST 154.39 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE NORTH LINE OF THE HOUGHTON SCHOOL LOT, WHICH POINT IS 88 FEET EAST OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH 81 DEGREES 58 MINUTES 57 SECONDS WEST 221.67 FEET ALONG SAID EXTENSION AND ALONG SAID NORTH LINE TO THE NORTHWEST CORNER OF SAID HOUGHTON SCHOOL SITE, SAID CORNER ALSO BEING ON THE EAST RIGHT OF WAY LINE OF E. A. ROUTE 2, SAID RIGHT OF WAY BEING RECORDED JANUARY 7, 1979 AS DOCUMENT NO. 70-89; THENCE NORTH 13 DEGREES 39 MINUTES 06 SECONDS WEST 40.00 FEET ALONG SAID EAST RIGHT OF WAY LINE; THENCE NORTH 79 DEGREES 20 MINUTES 54 SECONDS EAST 38.17 FEET; THENCE NORTHEASTERLY 174.29 FEET ON A TANGENTIAL CURVE CONCAVE TO THE SOUTH AND A RADIUS OF 563.14 FEET, SUBTENDED BY A CHORD WITH A BEARING OF NORTH 88 DEGREES 12 MINUTES 54 SECONDS EAST 173.60 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHEASTERLY 175.55 FEET ON A CURVE CONCAVE TO THE NORTHEAST AND A RADIUS OF 1709.58 FEET, SUBTENDED BY A CHORD WITH A BEARING OF SOUTH 85 DEGREES 51 MINUTES 36 SECONDS EAST 175.47 FEET TO THE POINT OF TANGENT, THENCE SOUTH 88 DEGREES 48 MINUTES 06 SECONDS EAST 261.83 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

ACCESS EASEMENT FOR INGRESS AND EGRESS DATED NOVEMBER 10, 2004 AND RECORDED DECEMBER 2, 2004 AS DOCUMENT NO. 2004-00039960, IN FAVOR OF SOUTH PARK MOBILE HOME SALES, INC., AN ILLINOIS CORPORATION OVER AND ACROSS THE FOLLOWING LAND:

A TRACT OF LAND 30 FEET OF EVEN WIDTH, BEING A PART OF LOT 2 IN SCHOOL COMMISSIONERS SUBDIVISION OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 16, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, LYING 15 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE TO WIT:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 2 IN SCHOOL COMMISSIONERS SUBDIVISION OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 16; THENCE NORTH 02 DEGREES 24 MINUTES 59 SECONDS WEST 235.77 FEET ON THE WEST LINE OF SAID LOT 2 TO THE POINT OF BEGINNING; THENCE NORTHEASTERLY 59.48 FEET ON A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 235.00 FEET, CENTRAL ANGLE OF 14 DEGREES 30 MINUTES 06 SECONDS AND A CHORD OF 59.32 FEET BEARING NORTH 79 DEGREES 10 MINUTES 25 SECONDS EAST FROM THE LAST DESCRIBED COURSE; THENCE NORTH 86 DEGREES 25 MINUTES 28 SECONDS EAST 38.21 FEET TO THE POINT OF TERMINATION.

PARCEL 3:

ACCESS EASEMENT FOR INGRESS AND EGRESS DATED NOVEMBER 10, 2004 AND RECORDED DECEMBER 2, 2004 AS DOCUMENT NO. 2004-00039961, IN FAVOR OF SOUTHGATE ESTATES, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY OVER AND ACROSS THE FOLLOWING LAND:

A TRACT OF LAND 30 FEET OF EVEN WIDTH, BEING A PART OF LOT 3, 5 AND 6 IN SCHOOL COMMISSIONERS SUBDIVISION OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 16, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF BLOOMINGTON,

MCLEAN COUNTY, ILLINOIS, LYING 15 FEET ON EACH SIDE OF THE FOLLOWING CENTERLINE TO WIT:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 2 IN SCHOOL COMMISSIONERS SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 16; THENCE NORTH 02 DEGREES 24 MINUTES 59 SECONDS WEST 235.77 FEET ON THE WEST LINE OF SAID LOT 2 TO THE POINT OF BEGINNING; THENCE SOUTHWESTERLY 58.02 FEET ON A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 235.00 FEET, CENTRAL ANGLE OF 14 DEGREES 08 MINUTES 45 SECONDS AND A CHORD OF 57.37 FEET BEARING SOUTH 64 DEGREES 50 MINUTES 59 SECONDS WEST FROM THE LAST DESCRIBED COURSE; THENCE SOUTH 57 DEGREES 46 MINUTES 37 SECONDS WEST 382.24 FEET; THENCE SOUTHWESTERLY 34.06 FEET ON A TANGENTIAL CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 146.13 FEET, CENTRAL ANGLE OF 32 DEGREES 57 MINUTES 33 SECONDS AND A CHORD OF 82.91 FEET BEARING SOUTH 74 DEGREES 15 MINUTES 23 SECONDS WEST FROM THE LAST DESCRIBED COURSE; THENCE NORTH 89 DEGREES 15 MINUTES 50 SECONDS WEST 252.30 FEET; THENCE SOUTHWESTERLY 21.68 FEET ON A TANGENTIAL CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 55.00 FEET, CENTRAL ANGLE OF 22 DEGREES 35 MINUTES 19 SECONDS AND A CHORD OF 21.54 FEET BEARING SOUTH 79 DEGREES 26 MINUTES 30 SECONDS WEST FROM THE LAST DESCRIBED COURSE; THENCE SOUTH 68 DEGREES 08 MINUTES 51 SECONDS WEST 10.67 FEET; THENCE SOUTHWESTERLY 21.68 FEET ON A TANGENTIAL CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 55.00 FEET BEARING SOUTH 79 DEGREES 26 MINUTES 30 SECONDS WEST FROM THE LAST DESCRIBED COURSE; THENCE NORTH 89 DEGREES 15 MINUTES 50 SECONDS WEST 224.50 FEET TO THE POINT OF TERMINATION ON THE EAST RIGHT OF WAY LINE OF GREYHOUND DRIVE AS DEDICATED IN SOUTHGATE COMMERCIAL PLAZA SUBDIVISION 6TH ADDITION.

ALL IN MCLEAN COUNTY, ILLINOIS

Commonly known as: 2402 22nd Street, Bloomington, Illinois 61704

Permanent Index Number(s): 21-16-426-012

EXHIBIT B

LEGAL DESCRIPTION OF PMO PROPERTY

Legal Description of Subject Premises

A part of Lot 11 in Southgate Commercial Plaza Subdivision and a part of Lot 3, 5 and 6 in School Commissioners Subdivision of the SE $\frac{1}{4}$ of Section 16, all 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 southwest corner of Lot 11 in Southgate Commercial Plaza Subdivision 5th Addition; thence S.89°-15'-50"E, 270.47 feet on the south line of said Lot 11; thence N.60°-42'-35"E, 812.14 feet to the southeast corner of Lot 14 in said Southgate Commercial Plaza Subdivision 5th Addition on the east line of Lot 3 in School Commissioners Subdivision of the SE $\frac{1}{4}$ of Section 16; thence S.02°-24'-59"E, 403.14 feet to the southeast corner of said Lot 3, also being the northeast corner of Lot 6 in School Commissioners Subdivision in the SE $\frac{1}{4}$ of said Section 16; thence S.02°-23'-06"E, 233.92 feet on the east line of said Lot 6; thence N. 08°-48'-06"W, 846.20 feet; thence N.02°-22'-41"W, 163.13 feet; thence N.89°-15'-50"W, 150.22 feet to the east right of way line of Greyhound Road as dedicated in Southgate Commercial Plaza Subdivision 6th Addition; thence N.02°-22'-41"W, 60.09 feet on the east right of way line of said Greyhound Drive to the Point of Beginning, containing 7.98 acres, more or less, with assumed bearings given for description purposes only.

Also see site plan provided

ORDINANCE NO. 2016 - __

**AN ORDINANCE APPROVING THE SITE PLAN OF THE
PMO PROPERTIES MANUFACTURED HOME PARK**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition for approval of the Site Plan of PMO Properties Manufactured Home Park, legally described in Exhibit(s) A attached hereto and made a part hereof by this reference;

WHEREAS, said Petition requests the following exemptions or variations from the provisions of the Bloomington City Code, 1960, as amended:

See Exhibit B

and;

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and the Site Plan attached to said Petition was prepared in compliance with the requirements of the Bloomington City Code except for said requested exemptions and/or variations; and

WHEREFORE, said exemptions and/or variations are reasonable and in keeping with the intent of the Land Subdivision code, Chapter 24 of the Bloomington City Code, 1960, as amended.

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

1. That the Site Plan of the PMO PROPERTIES~ Manufactured Home Park and any and all requested exemptions and/or variations be, and the same is hereby approved.
2. That this Ordinance shall be in full force and effective as the time of its passage on this 11th day of January, 2016.

Approved this _____ day of January 2016.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

APPROVED AS TO FORM

Jeffery R. Jurgens, Corporation Counsel

Petition for Approval of Site Plan for a Manufactured Home

EXHIBIT A

Legal Description of Subject Premises

A part of Lot 11 in Southgate Commercial Plaza Subdivision and a part of Lot 3, 5 and 6 in School Commissioners Subdivision of the SE1/4 of Section 16, all 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 southwest corner of Lot 11 in Southgate Commercial Plaza Subdivision 5th Addition; thence S.89°-15'-50"E. 270.47 feet on the south line of said Lot 11; thence N.60°-42'-35"E. 812.14 feet to the southeast corner of Lot 14 in said Southgate Commercial Plaza Subdivision 5th Addition on the east line of Lot 3 in School Commissioners Subdivision of the SE1/4 of Section 16; thence S02°-24'-59" E. 403.14 feet to the southeast corner of said Lot 3, also being the northeast corner of Lot 6 in School Commissioners Subdivision in the SE1/4 of said Section 16; thence S.02°-23'-06"E. 233.92 feet on the east line of said Lot 6; thence N, 88°-48'-06"W. 846.20 feet; thence N.02°-22'-41"W. 163.13 feet; thence N.89°-15'-50"W. 150.22 feet to the east right of way line of Greyhound Road as dedicated in Southgate Commercial Plaza Subdivision 6th Addition; thence N.02°-22'-41" W. 60.09 feet on the east right of way line of said Greyhound Drive to the Point of Beginning, containing 7.98 acres, more or less, with assumed bearings given for description purposes only.

Petition for Approval of Site Plan for a Manufactured Home

EXHIBIT B

1. Request waiver to allow 10' setback from project site boundary where 25' is otherwise required per code along the entire east project site boundary.
2. Request waiver to allow 15' setback from project site boundary where 25' is otherwise required per code along the entire south project site boundary.
3. Request waiver to allow 15' setback from project site boundary where 25' is otherwise required per code along the entire west project site boundary adjoining Pad Site 1 & 2.
4. Request waiver of code requirement to construct sump pump drain lines as dwelling units will not have basements.

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

FOR COUNCIL: January 11, 2016

SUBJECT: Consideration of:

- A. Adopting an Ordinance approving a Budget Amendment
- B. Review of Bids and approval of a Contract with Stark Excavating, Inc. for demolition of the Sugar Creek Packing Plant and Havco Building, (Bid#2016-29).

RECOMMENDATION/MOTION: An Ordinance approving a Budget Amendment and approving a Contract with Stark Excavating, Inc., as the lowest responsible and responsive bidder, for demolition of the Sugar Creek Packing Plant and Havco Building through Bid 2016-29 in the amount of \$244,722.50 be approved and authorize the City Manager, Mayor and City Clerk to execute the necessary documents.

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

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

BACKGROUND: At the March 9, 2015 meeting, City Council approved the purchase of the Sugar Creek Packing Plant with the intent of demolishing the building. Demolition of the adjacent Havco Building has been planned for several years and is included in the approved FY2016 budget. Given the buildings close proximity, a contract for demolition of both buildings was pursued. A summary of the received bids follows.

BIDDER	TOTAL BID	LOCAL PREFERENCE REDUCTION	ADJUSTED BID (Local Preference Evaluation Only)
Demolition Excavating Group	\$205,600.00 ¹	\$0.00	\$205,600.00
Stark Excavating, Inc.	\$244,722.50	\$9,788.90	\$234,933.60
American Demolition	\$429,200.00	\$0.00	\$429,200.00

Note 1: Read as \$187,600.00 during the bid opening due to a tabulation error.

The project bid documents included the recently adopted Local Preference Purchasing Policy. Stark Excavating, Inc. was the only bidder that met the policy criteria. The corresponding bid reduction is for bid evaluation purposes only and is reflected in the preceding table. Despite Stark Excavating's Local Preference bid reduction, Demolition Excavating Group remained the low bidder financially. However, as set forth below, Demolition Excavating Group failed to provide evidence of all of the criteria and accordingly is not the lowest responsible bidder.

None of the bidder's submittals were entirely complete. Apprenticeship and Training program

registrations and Subcontractor lists were missing. As noted above, there was also an error in Demolition Excavating Group's bid tabulation. Since the project includes asbestos abatement and other specialty services, subcontractor lists were important for bid evaluation. The two low bidders were asked to submit bid clarifications in order to address the issues. Both bidders complied with the request on subcontractors and bid clarification documents are attached.

As to proof of apprenticeship and training programs, Stark Excavating's clarification included copies of their apprenticeship and training program certificates. Demolition Excavating Group's clarification, however, indicated only that apprenticeship and training program certification has been applied for and that it would have the certification prior to the award of the contract. Several weeks have now passed and the certification was never provided. Note the applicable Prevailing Wage Ordinance adopted by the City Council provides contractors must provide proof of participation in apprenticeship and training programs as a prerequisite to contracts in excess of \$100,000. This is further a requirement that was detailed in the bid packet.

Subcontractors provided in the clarification documents were also evaluated for their ability to perform the requested services. Demolition Excavating Group indicated Rich Sewer & Drain would perform the sewer televising inspection required by the specifications. Rich Sewer & Drain's website includes a list of equipment they own, which includes Ridgid SeeSnake 200 ft. Sewer Camera. The Operators Manual for the SeeSnake indicates the equipment is ideal for inspecting 2" to 12" pipes. The sewer which requires inspection for this project is a 60" diameter sewer. Stark Excavating's subcontractor for performing sewer inspections is Harbaugh Construction Services. This contractor has performed sewer inspection services for the City in the past and has the equipment needed to inspect a 60" sewer. Accordingly, the subcontractor to be utilized by Stark has the necessary equipment to perform the work.

If Demolition Excavating Group had submitted the required apprenticeship certification, staff would have further verified whether its listed subcontractor had the desired and necessary equipment to do the work. Accordingly, although staff's independent review raised concerns with their ability to do the work, this would have been verified. Additional due diligence and review of the company would have also been performed prior to a bid recommendation.

Evaluation of the original submittals and subsequent clarification documents indicate that Stark Excavating, Inc. is the apparent lowest responsible and responsive bidder for the project. The references provided in Stark Excavating's submittal were contacted as part of the evaluation process. Contacted references provided positive reviews of Stark Excavating's project performance, quality and adherence to schedule.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on November 9, 2015 and a pre-bid meeting was held on-site at 10:00 a.m. on November 13, 2015.

FINANCIAL IMPACT: The approved FY2016 budget includes \$100,000 for demolition of the Havco Building under the FY 2016 Capital Lease - Buildings (40110133-72520). Stakeholders can locate this in the FY 2016 Budget Book titled "Other Funds & Capital Improvement Program" on pages 251, 291 and 309-310. A budget amendment in the amount of \$144,722.50 is necessary for the remaining portion of the contract. An increase of \$144,722.50 in the General Fund Transfer-To Capital Improvement Fund account (10019180-89410) and to the Capital Improvement Fund-From General Fund account (40100100-85100) of

\$144,722.50. Finally, an increase in the Capital Improvement-Buildings account (40100100-72520) will complete the amendment and is the account the additional funds will be expended from for the demolition.

Respectfully submitted for Council consideration.

Prepared by: Russel Waller, PE, Facilities Manager
Jon Johnston, Procurement Manager

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:

- City Plan Holder's List, Bid No.: 2016 – 29
- Bid Tab for Bid No.: 2016 – 29
- Bid Evaluation for Bid No.: 2016 – 29
- Bid Clarification for Bid No: 2016 – 29
- Contract for Bid No.: 2016 – 29
- Budget Amendment Ordinance
- Budget Amendment Exhibit
- Budget Amendment effect on Fund Balance

Motion: That an Ordinance approving a Budget Amendment, and approving a Contract with Stark Excavating, Inc. for demolition of the Sugar Creek Packing Plant and Havco Building through Bid 2016-29 in the amount of \$244,722.50 be approved and authorize the City Manager, 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			

City of Bloomington Planholder's List

Project: SCPP & HAVCO Demo

City Project No.: N/A

City Bid No.: 2016-29

#	Business	Contact/Name	Address	Phone #	Fax #	Email address
1	iSqFt c/o Cushing	Nefertiti Brady	420 West Huron Street Chicago, IL 60654	800-364-2059 x8197	866-570-8187	nbrady@isqft.com
2	Stark Excavating Inc	Makenzi Peyton		309-828-5034 x236	309-829-3897	mpeyton@starkcompanies.com
3	CDO Trucking, Inc	Chris Ohl	2618 W Moss Ave Peoria, IL 61604	309 637-3820	309 637-3820	cdotrkr9119@sbcglobal.net
4	American Demolition Corporation	Kim High	305 Ramona Avenue Elgin, IL 60120	847-608-0010	847-608-0060	khhigh@adc-il.com
5	Denovo	Dominick DiSilvio	1884 E. Fabyan Pkwy Batavia, IL 60510	630-406-1586		ddisilvio@denovogrp.com
6	Capodice		1800 Bunn St, Bloomington, IL 61704	309-828-1927		dcexcavating@gmail.com
7	NES Incorporated	Andrew Carter		708-476-3065		acarter@nesincorp.com
8	Otto Baum Co., Inc.	Kris Swanson	866 N. Main St. Morton, IL 61550	309-266-7114	309-263-1050	krisswanson@ottobaum.com
9	Razmus Demolition Services, LLC	Mike Schupp	13200 US Hwy 36 Chrisman, IL 61924	217-822-3237	217-269-2304	estimator@razmusdemolitionservices.com m.krazmus.rds@gmail.com
10	Ideal Environmental Engineering, Inc.	Janelle Weber	2904 Tractor Lane Bloomington, IL 61704	309-828-4259	309-828-5735	jweber@idealenvironmental.com
11	Steve's Trucking, Inc.	Brad Gunter	4621 E Fitzgerald Rd Decatur, IL 62521	217/428-6116	217/428-9680	stevestruckinginc@gmail.com
12	Environmental Demolition Group, LLC.	Joseph G. Hummel Jr	3520 Turfway Road Erlanger, Kentucky 41018	859-363-4863	513-484-8866	JHummel@Edgllc.biz
13	Dynamic Contracting	Steven Kastel		630 918-4904		dynamic1contracting@gmail.com stevenkastel@gmail.com
14	Midwest Environmental Consulting Services, Inc	Blake Mellecker	4 Bonnie Lane Yorkville, IL 60560	630.553.3989	630.553.3990	brmellecker@mec-us.com

City of Bloomington Planholder's List

Project: SCPP & HAVCO Demo

City Project No.: N/A

City Bid No.: 2016-29

#	Business	Contact/Name	Address	Phone #	Fax #	Email address
15	Demolition Excavating Group Inc.	Daniel Saal	805 S. Adams St Manito, IL. 61546	309-968-3366	309-968-6247	dg6247@centurytel.net
16	S&S Excavating	Ken Hayse	2122 East Salisbury Rd Scheller, IL 62883 PO Box 726	618/315-5341		khayse.agribus1@gmail.com
17	River City Demolition	Josh Runyon	Peoria, IL 61652	309-673-8938	309-676-1415	joshrcdemolition@yahoo.com
18	Midwest Construction Services, LLC	Monica Snyder	9574 N. Industrial Drive Saint John, IN 46373	219-365-8802	219-365-8812	msnyder@mcs-in.com
19	Mexus industrial demolition	Joel Moske	4201 Sand Hill Rd Springfield, IL 62702	217 622 3163		mexusdemo@gmail.com



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

RECORD OF BID OPENING FOR:

BID # 2016-29

SUGAR CREEK PACKING PLANT & HAVCO BUILDING DEMOLITION

DATE: November 24, 2015

TIME: 10:00 a.m.

Rec'd Date & Time and Staff Initials	Bidder's Name	City, State	Mandatory City Documents	Bid Signed	Bid Bond	Affidavit #1	Complete HAVCO Building Demo Unit Price	Complete HAVCO Building Demo Total Price	Complete Sugar Creek Packing Plant Demo Unit Price	Complete Sugar Creek Packing Plant Demo Total Price	Tabulating Inspection of Combined Sewers Unit Price	Tabulating Inspection of Combined Sewers Total Price	TOTAL BID
11-24-15 9:43am	Stark	Bloomington, IL	✓	✓	✓	✓	67,000	67,000	140,000	140,000	2.25	2722.50	244,722.50
	American Demo Corp	Elgin, IL		✓	✓	✓	85,000	85,000	285,000	285,000	20.00	24,200	409,200.00
	DeG Inc	Manly, IL	✓	✓	✓	✓	33,500	33,500	136,500	136,500	600.00	600.00	187,600.00

WITNESSES:

[Signature]
[Signature]
[Signature]

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

City of Bloomington, Illinois
Sugar Creek Packing Plant & Havco Building Demolition
 Bid 2016-29
BID EVALUATION

Low Bid

Item	Units	Qty	Demolition Excavating Group		Stark Excavating		American Demolition	
			Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
Complete HAVCO Building Demolition	L.S.	1	\$ 33,500.00	\$ 33,500.00	\$ 67,000.00	\$ 67,000.00	\$ 85,000.00	\$ 85,000.00
Complete Sugar Creek Packing Plant Demolition	L.S.	1	\$ 136,500.00	\$ 136,500.00	\$ 140,000.00	\$ 140,000.00	\$ 285,000.00	\$ 285,000.00
Televising Inspection of Combined Sewers	L.F.	1,210	\$ 0.4959	\$ 600.00	\$ 2.25	\$ 2,722.50	\$ 20.00	\$ 24,200.00
Utility Disconnect Allowance	L.S.	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
Contingency Item - Additional Asbestos Abatement Allowance (T&M)	-	-		\$ 10,000.00		\$ 10,000.00		\$ 10,000.00
Contingency Item - Combined Sewer Reparation Allowance (T&M)	-	-		\$ 10,000.00		\$ 10,000.00		\$ 10,000.00
Bid Totals				\$ 205,600.00		\$ 244,722.50		\$ 429,200.00
Local Preference Reduction (Evaluation Only)				\$ -		\$ 9,788.90		\$ -
Adjusted Bid (Local Preference Evaluation Only)				\$ 205,600.00		\$ 234,933.60		\$ 429,200.00

BID CLARIFICATION REQUEST

TO: Demolition Excavating Group, Inc.
FROM: Russel Waller, Facility Manager
DATE: December 1, 2015
SUBJECT: Sugar Creek Packing Plant & HAVCO Building Demolition

The City of Bloomington is requesting clarification of the bid submitted for the Sugar Creek Packing Plant & HAVCO Building Demolition (Bid #2016-29). Please provide the following information by Friday, December 4, 2015 at 4 pm Central Time.

1. In accordance with the City's Prevailing Wage requirements (Resolution 2015-25), please provide proof of participation in apprenticeship and training programs approved and registered with the U.S. D.O.L. B.A.T.
2. Please provide a list of sub-contractors expected to be utilized for this project as requested on page 10 of the Bid Packet.
3. Please provide proof of the Local Preference Purchasing Policy Certification provided on page 14 of the Bid Packet.
4. There is an \$18,000 discrepancy between the calculated and declared bid amounts; \$205,600 calculated and \$187,600 declared. Please provide concurrence with the attached corrected Bid Form.

Only written communication regarding these issues will be accepted. Verbal communication between bidders and City Staff is prohibited.

Thank You

RESOLUTION NO. 2015 - 25

A RESOLUTION OF THE CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS ASCERTAINING THE PREVAILING RATES OF WAGES FOR LABORERS, WORKERS AND MECHANICS ENGAGED IN PUBLIC WORKS WITH THE CITY OF BLOOMINGTON

WHEREAS, the Prevailing Wage Laws, 820 ILCS 130/1 et seq., as amended, require that each public body awarding any construction contract for public work or doing such work by day labor shall ascertain the general prevailing hourly rates of wages for employees engaged on such work; and

WHEREAS, “public work”, as defined in the Prevailing Wage Law, includes commercial or industrial projects financed in whole or in part through the issuance of revenue bonds by the City of Bloomington under authority of the Industrial Project Bond Act or Home Rule Ordinance or financed in whole or in part through other public funds, without regard to what person or entity formally contracts for such work; and

WHEREAS, the statutes further provide that said rates be published, publicly posted and/or kept available for inspection by any interested party in the Office of the Secretary of State and Labor Department; and

WHEREAS, the City of Bloomington believes Prevailing Wage Law should apply to private commercial economic development projects directly supported by public funds, including projects supported by Tax Increment Financing or tax incentives of any kind; and

WHEREAS, the City of Bloomington believes that contractors awarded contracts for public work as defined by state statute and this Resolution should, as a prerequisite to such contract, provide proof of participation in apprenticeship and training programs approved and registered with the United States Department of Labor’s Bureau of Apprenticeship and Training for all construction contracts in excess of \$100,000.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bloomington, County of McLean, State of Illinois that the prevailing wages as established and regularly updated by the Illinois Department of Labor are incorporated herein by reference as the prevailing rates of hourly wages in the City of Bloomington, Illinois for the laborers, workers and mechanics specified therein who are engaged in the construction of public works within the jurisdiction of this municipality; and

BE IT RESOLVED that the prevailing wages as established and regularly updated by the Illinois Department of Labor, as show on the attached McLean County Prevailing Wage for June 2015, shall be paid to laborers, workers and mechanics specified therein when such persons perform work on private commercial economic development projects directly supported by public funds, including projects supported by Tax Increment Financing or tax incentives of any kind; and

BE IT RESOLVED that contractors shall submit to the City on a monthly basis all certified payroll records for prevailing wage work performed by contractor employees and subcontractors. The certified payroll records must include the following for each employee employed on the project: Name, Address, Telephone Number, Social Security Number, Job Classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day. The contractor shall submit these records with a signed statement that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate and that the contractor is aware that filing records known to be false is a Class B misdemeanor offense; and

BE IT RESOLVED that contractors awarded contracts for public work as defined by state statute and this Resolution should, as a prerequisite to such contract, provide proof of participation in apprenticeship and

training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all construction contracts in excess of \$100,000; and

BE IT RESOLVED that nothing herein contained shall be construed to apply said prevailing hourly rates of wages in the locality to any work or employment other than public works or private commercial economic development projects directly supported by public funds as defined in the Act and this Resolution; and

BE IT RESOLVED that contractors awarded contracts for public work as defined by state statute and this Resolution should, as a prerequisite to such contract, obtain the current prevailing wage rates from the Illinois Department of Labor and regularly check for updated prevailing wage rates during the entire duration of said contract for the locality; and

BE IT RESOLVED that the City Clerk shall mail a copy of this Resolution to any employer, any association of employers, and to any person or association of employees who have filed or do file their names and addresses with the Clerk requesting copies of any determination under said law of the particular rates and of the particular classes of persons whose wages will be affected by such rates; and

BE IT RESOLVED that the City Clerk shall promptly file a certified copy of this Resolution with the Department of Labor of the State of Illinois; and

BE IT RESOLVED that the City Clerk, as required by law, shall cause to be published in a newspaper of general circulation within the area of this municipality a notice of this Resolution and that it is the effective prevailing wage determination of this public body.

ADOPTED this 13th day of July, 2015

APPROVED this 13th day of July, 2015

CITY OF BLOOMINGTON

ATTEST

Karen Schmidt, Mayor Pro-Tem

T. Renee Gooderham, Deputy Clerk

APPROVED AS TO FORM

Jeffery R. Jurgens, Corporate Counsel

SECURITY: The contractor represents and warrants to the City that neither it nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or an entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated or Blocked Person. The contractor further represents and warrants to the City that the contractor and its principals, shareholders, members, partners, or affiliates as applicable, are not directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as Specially Designated National and Blocked Person. The contractor hereby agrees to defend, indemnify and hold harmless the City of Bloomington, and all City elected or appointed officials, officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranties.

PURCHASE EXTENSION:

This contract shall be offered for purchases to be made by other governmental units within the State of Illinois as authorized by the Government Joint Purchasing Act. All purchases and payments made under this authority shall be made directly by the governmental unit to the vendor. The City shall not be responsible in any way for such purchase orders or payments. All terms and conditions of this contract shall apply to all orders placed by another governmental unit.

SUBCONTRACTORS:

The Contractor shall perform at least 60% of the work on this project. Specialty work that cannot be readily performed by the Contractor can be completed by a subcontractor. A list of all subcontractors expected to be utilized on this project shall be included in the proposal. The City reserves the right to reject any subcontractor. All contract requirements are also applicable to subcontractors.

LOCAL PREFERENCE PURCHASING POLICY CERTIFICATION

The City of Bloomington has adopted a local preference purchasing policy. Under the terms of the policy local contractors and vendors may be granted a pre-determined preference in competitive bidding situations. Bids from qualified local bidders may receive the following adjustment to the submitted bid:

1. 5% up to a maximum of \$2,500 on bids of \$10,000 up to \$50,000;
2. 4% up to a maximum of \$10,000 on bids of up to \$250,000;
3. 3% up to a maximum of \$30,000 on bids of up to \$1,000,000; and
4. \$50,000 on bids of over \$1,000,000.

For purposes of comparison and consideration in awarding contracts the preferential discount will be applied to the low bid of all qualified local bidders when determining the lowest responsible bid. The City Council reserves the right to waive or amend the local preference purchasing policy in connection with any bid, when it deems it in the best interest of the citizens of Bloomington.

A Local Bidder is defined as any business that meets all of the following criteria:

1. The business has established and maintained a physical presence within the County of McLean, via the ownership or lease of a building or a portion of a building for a period of not less than 12 consecutive months; and
2. The business employs a minimum of two full time employees at the McLean County location and those employees spend the majority of their work day and work week at the McLean County location; and
3. The business is legally authorized to conduct business within the State of Illinois and the County of McLean.

The undersigned hereby certifies to the City of Bloomington that it is a Local Bidder as defined above and qualifies for the Local Bidder Preference pursuant to the City of Bloomington Local Preference Purchasing Policy.

Daniel Send 4/19/15
Print Name & Date

Daniel Send
Authorized Signature

Demolition & Excavating Group
Company Name

BID FORM

BID # 2016-29

SUGAR CREEK PACKING PLANT & HAVCO BUILDING DEMOLITION

We, the undersigned, agree to perform the services included herein for the City of Bloomington, Illinois, at the bid prices shown below, and to supply all services as required in the requirements and Instructions to Bidders. We further agree to deliver the equipment completely assembled and in operating condition FOB Bloomington, Illinois, freight prepaid. The completion date shall be no later than **March 31, 2016**.

The bidder certifies by signature below that it has not been barred from contracting with a unit of State or Local government in the State of Illinois as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended. We further agree to complete all of the above work in a complete, neat, and workmanlike manner.

Payment of prevailing wage rates as predetermined by the Bloomington City Council pursuant to the Prevailing Wage Ordinance 2014-58 is acknowledged.

ITEM	UNIT	QTY	UNIT PRICE	TOTAL PRICE
Complete HAVCO Building Demolition	L.S.	1	\$33,500	\$33,500
Complete Sugar Creek Packing Plant Demolition	L.S.	1	\$136,500	\$136,500
Televising Inspection of Combined Sewers	L.F.	1210	\$0.496 \$600	\$600
Utility Disconnect Allowance	L.S.	1	\$15,000	\$15,000
Contingency Item - Additional Asbestos Abatement Allowance (T&M)				\$10,000
Contingency Item - Combined Sewer Reparation Allowance (T&M)				\$10,000
TOTAL BID				\$205,600 \$187,600.00

Demolition Excavating Group Inc.
Firm


Authorized Signature

805 S. Adams St.
Address

Manito IL 61546
City State Zip

309-968-6245
Phone Number

11/18/15
Date

Email Address: dg6247@centurytel.net

From: "Daniel Saal" <dg6247@centurytel.net>
To: "Russel Waller" <rwaller@cityblm.org>

Date: Monday, December 07, 2015 11:05AM
Subject: RE: SCPP & HAVCO Building Demolition (Bid 2016-29)

History:  This message has been forwarded.

Russel,

I have all the information ready to send you.

We will be subbing the asbestos to:

Thornburg Abatement

Thornburgh Companies

6280 Knox Industrial Drive

Saint Louis, MO 63139

Brandon Grippi

217-299-2081

Pipe inspection:

Rich Sewer & Drain

Rich

712 S Clayton St,

Bloomington, IL 61701

309-660-9487

And after looking at it we aren't in the local purchasing policy. I do apologize I had someone new fill out the bid doc's.

Also she just put in my total bid w/o adding the two contingency items and the utility allowance. I should have read over her bid documents a bit closer but I was in Indiana and she read them to me over the phone. I had signed them before she completed them. The \$205,600 would be the correct bid.

On the apprenticeship and training we have applied with the Associated Builders and Contractors to become compliant with that. We will have our cert. before the award of the contract.

Daniel Saal

Project Coordinator

P.O. BOX 506
MANITO, IL. 61546



PH. 309.968.3366
FAX 309.968.6247

From: Russel Waller [mailto:rwaller@cityblm.org]
Sent: Monday, December 07, 2015 9:57 AM
To: Daniel Saal
Cc: Jon C Johnston; Jeff Jurgens; Joshua Ftacek
Subject: RE: SCPP & HAVCO Building Demolition (Bid 2016-29)

Daniel;

I didn't receive the requested clarifications via email.

Did you mail them or decide not to respond?

Thanks

Russ Waller

Facility Manager

City of Bloomington

ph: (309) 434-2492

-----"Daniel Saal" <dg6247@centurytel.net> wrote: -----

To: "Russel Waller" <rwaller@cityblm.org>
From: "Daniel Saal" <dg6247@centurytel.net>
Date: 12/03/2015 08:14AM
Subject: RE: SCPP & HAVCO Building Demolition (Bid 2016-29)

Russ,

I received the email. I will send a response today.

Daniel Saal

P.O. BOX 506
MANITO, IL. 61546



PH. 309.968.3366
FAX 309.968.6247

From: Russel Waller [mailto:rwaller@cityblm.org]
Sent: Tuesday, December 01, 2015 3:42 PM
To: dg6247@centurytel.net
Cc: Jon C Johnston; Jeff Jurgens; Joshua Ftacek
Subject: SCPP & HAVCO Building Demolition (Bid 2016-29)

Please respond to the attached bid clarification request.

Also, please acknowledge receipt of the email.

Thank You.

Russ Waller
Facility Manager
City of Bloomington
ph: (309) 434-2492

This message has been scanned for malware by Websense. www.websense.com

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Ridgid K-750 Drum Machine and Ridgid K-470 Drum Machine

These two machines will allow us to clean out sewer lines, from 1 1/2" all the way through 8" lines. *We also have smaller machines that allow us to clean out all smaller sized drains that are blocked, from tubs to P-traps.

Milwaukee Pro Press

If you have a copper fitting leaking that you just can't get the water to stop, the Pro Press will allow us to use special fittings that will go onto the pipe and press the fittings on... No flame or solder needed!

Ridgid 21893 SeekTech SR-20 Line Locator

The locating tool works with the reel and camera -- or on its own. In the 200ft sewer camera reel, there is a transmitter that will allow the locator to find it anywhere underground, or in

concrete, ultimately providing us the depth and location of your problem. On its own, we are able to locate and map out the destination of water, gas, electric, and cable lines underground or in concrete.

Ridgid Seesnake **200ft Self-Leveling** **Sewer Camera**

This machine will allow us to look into and record the inside of your sewer line onto a DVD. Viewing the inside of your sewer line will give us a clear visual of any breaks, collapses, or sewer bellying, so that we may narrow down what may be giving you problems.

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Our Equipment



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These two machines will allow us to clean out sewer lines, from 1 1/2" all the way through 8" lines. *We also have smaller machines that allow us to clean out all smaller sized drains that are blocked, from tubs to P-traps.



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The locating tool works with the reel and camera -- or on its own. In the 200ft sewer camera reel, there is a transmitter that will allow the locator to find it anywhere underground, or in concrete, ultimately providing us the depth and location of your problem. On its own, we are able to locate and map out the destination of water, gas, electric, and cable lines underground or in concrete.



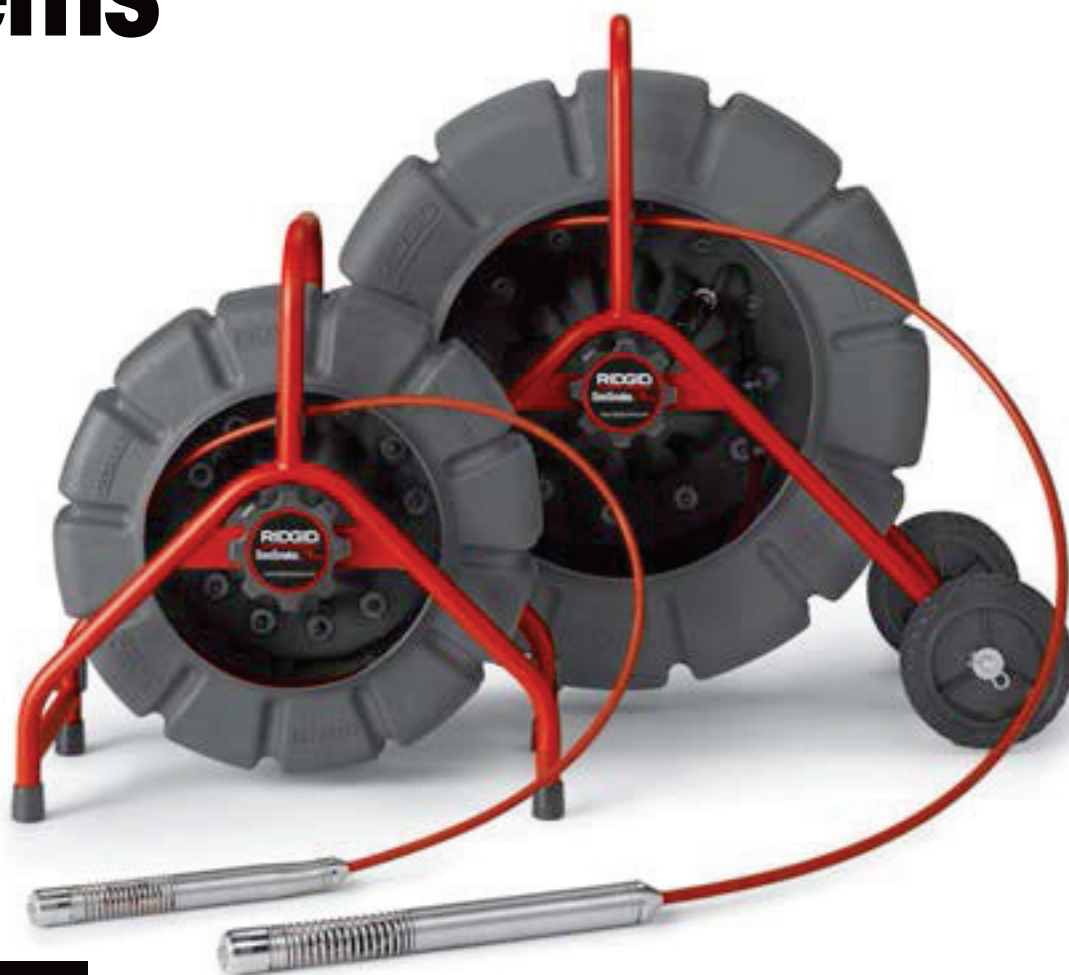
Ridgid Seesnake 200ft Self-Leveling Sewer Camera

This machine will allow us to look into and record the inside of your sewer line onto a DVD. Viewing the inside of your sewer line will give us a clear visual of any breaks, collapses, or sewer bellying, so that we may narrow down what may be giving you problems.





SeeSnake® Standard and Mini Pipe Inspection Systems



⚠ WARNING!

Read this Operator's Manual carefully before using this tool. Failure to understand and follow the contents of this manual may result in electrical shock, fire and/or serious personal injury.

Trade Tool is an Authorized Service Center and a
Ridgid Pro Platinum distributor
www.tradetoolsupply.com
503.221.8665

gloves or a rag. They can become wrapped around the cable, causing hand injuries. Only wear latex or rubber gloves under RIDGID Drain Cleaner Gloves. Do not use damaged drain cleaning gloves.

- **Practice good hygiene.** Use hot, soapy water to wash hands and other exposed body parts exposed to drain contents after handling or using drain inspection equipment. Do not eat or smoke while operating or handling drain inspection equipment. This will help prevent contamination with toxic or infectious material.
- **Turn OFF camera when not in use.** This will prolong the unit's life and avoid excessive heat buildup.

Description, Specifications And Standard Equipment

Description

The RIDGID® SeeSnake® Pipe Inspection system is a durable reel and camera system that helps you diagnose and locate problems in drain and sewer systems. The SeeSnake family of diagnostic equipment includes Standard and Mini reels and camera heads, a choice of camera control, video display and recording options and a locating system to help you quickly pinpoint problems underground. Every component in the SeeSnake system has been engineered and tested to ensure rugged and reliable operation on the kinds of jobs you encounter every day. **SeeSnake Pipe Inspection Cameras are ideal for inspecting 2" to 12" (Standard SeeSnake) and 1.5" to 8" (Mini SeeSnake) drain lines.** Their flexible camera heads can negotiate multiple hard 90° bends. The fiberglass-reinforced pushrod is flexible enough to easily travel through bends, yet stiff enough to push the camera head **up to 325' (Standard SeeSnake) and 200' (Mini SeeSnake).** The scene as viewed by the camera is transmitted to a viewing screen and may be recorded to DVD, VCR, SD or USB storage device, depending on the Camera Control Unit employed.

A self-leveling camera head is also available on the Standard SeeSnake to help keep the image upright for the viewer.

The Count*Plus* component enables the display of real-time distance measurement and custom text overlays on the video screen which can also be recorded with the video as an overlay.

Specifications

Available Cable Lengths:

- Mini SeeSnake200' (61 m)
- Standard SeeSnake200' (61 m) and 325' (99 m)

Reel & Frame Weight:

- Mini SeeSnake24.5 lbs. (11.1 Kg) with 200' cable
- Standard SeeSnake42 lbs. (19 Kg) with 200' cable
53 lbs. (24 Kg) with 325' cable

Reel & Frame Dimensions:

- Mini SeeSnake20 x 11 x 23 in.
(51 x 28 x 58 cm)
- Standard SeeSnake32 x 14 x 30 in.
(81 x 36 x 76 cm)

Power Source120V/60 Hz, 230V/50 Hz, or 14-16VDC, depending on CCU

Pushrod DiameterMini SeeSnake: 0.315"
(0.8 cm)
Standard SeeSnake: 0.43"
(1.1 cm)

Camera Type.....NTSC/PAL (color) video format

Camera Size & Weight:

- Mini SeeSnake1.66 x 1.18 in., 2.5 oz.
(42 mm x 30 mm, 69 g)
- Standard SeeSnake1.80 x 1.38 in., 4.2 oz.
(46 mm x 35 mm, 113 g)

Depth RatingCameras waterproof to 330'
(100 m)

Camera Resolution:

- Color camera.....494 NTSC/582 PAL

Lighting:

- Mini SeeSnake6 white high-power LED's
- SeeSnake6 white high-power LED's

Operating Environment:

- Temperature32°F to 104°F (0°C to 40°)
- AltitudeUp to 6560 ft.(2000 m)
- Transient Over
- Voltage.....Installation Categories II
(1500V phase to Earth)

Pollution Degree 2

SeeSnake Pipe Inspection Systems are protected under one or more of the following patents: 5,457,288, 5,808,239, 5,939,679, 6,545,704, 6,831,679, 6,697,102, 6,958,767, 6,862,945, 6,908,310 and other patents pending.

Standard Equipment

- Camera Reel with Pushrod
- Camera Head
- Count*Plus*
- Centering Guides (standard star, ball-type and Roller Dolly) and C-Rings (for holding Star Guides onto spring assembly)

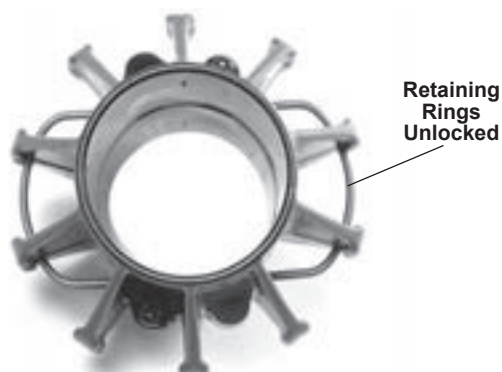


Figure 18 – Retaining Rings Unlocked

NOTE! Spring must not be over tightened on the camera head. Over tightening will cause the end closest to the camera head to rise, and may prevent the ball guide from sliding onto the spring.



Figure 19 – Slide Ball Guide Over Spring and Lock Retaining Rings

Installing the Roller Dolly

For larger pipes (4.5" or larger) using the Standard SeeSnake, you can also choose to use the Roller Dolly guide. The Roller Dolly guide is especially useful for long straight inspections such as in city service lines.

To install the Roller Dolly, open the top and bottom retaining rings on the guide using a flat-tipped screwdriver.



Figure 20 – Opening The Roller Dolly Retaining Rings

Slide the Roller Dolly over the camera head to the desired position and press the retaining rings closed.



Figure 21 – Roller Dolly Installed

To remove the Roller Dolly, use the tip of a flat-tipped screwdriver to lift the retaining rings to their open position and slide the guide off the spring assembly.

Pre-Operation Inspection

⚠ WARNING



Before each use, inspect your SeeSnake System camera and reel and correct any problems to reduce the risk of serious injury from electrical shock or other causes and prevent machine damage.

1. With the SeeSnake unplugged from the camera control unit, inspect the system cable and plug for damage or modifications. If any damage or modification is found, do not use the tool until it has been properly repaired or replaced.
2. Clean any dirt, oil or other contamination from the SeeSnake, especially from the frame, to prevent the unit from slipping from your grip while transporting or using.
3. Inspect the SeeSnake for any broken, worn or missing, misaligned or binding parts, or any other condition which might prevent safe, normal operation. Confirm that the unit is properly assembled. Make sure the cable drum rotates freely and the drum brake works correctly.

BID CLARIFICATION REQUEST

TO: Stark Excavating, Inc.
FROM: Russel Waller, Facility Manager
DATE: December 1, 2015
SUBJECT: Sugar Creek Packing Plant & HAVCO Building Demolition

The City of Bloomington is requesting clarification of the bid submitted for the Sugar Creek Packing Plant & HAVCO Building Demolition (Bid #2016-29). Please provide the following information by Friday, December 4, 2015 at 4 pm Central Time.

1. In accordance with the City's Prevailing Wage requirements (Resolution 2015-25), please provide proof of participation in apprenticeship and training programs approved and registered with the U.S. D.O.L. B.A.T.
2. Please provide a list of sub-contractors expected to be utilized for this project as requested on page 10 of the Bid Packet.

Only written communication regarding these issues will be accepted. Verbal communication between bidders and City Staff is prohibited.

Thank You

RESOLUTION NO. 2015 - 25

A RESOLUTION OF THE CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS ASCERTAINING THE PREVAILING RATES OF WAGES FOR LABORERS, WORKERS AND MECHANICS ENGAGED IN PUBLIC WORKS WITH THE CITY OF BLOOMINGTON

WHEREAS, the Prevailing Wage Laws, 820 ILCS 130/1 et seq., as amended, require that each public body awarding any construction contract for public work or doing such work by day labor shall ascertain the general prevailing hourly rates of wages for employees engaged on such work; and

WHEREAS, “public work”, as defined in the Prevailing Wage Law, includes commercial or industrial projects financed in whole or in part through the issuance of revenue bonds by the City of Bloomington under authority of the Industrial Project Bond Act or Home Rule Ordinance or financed in whole or in part through other public funds, without regard to what person or entity formally contracts for such work; and

WHEREAS, the statutes further provide that said rates be published, publicly posted and/or kept available for inspection by any interested party in the Office of the Secretary of State and Labor Department; and

WHEREAS, the City of Bloomington believes Prevailing Wage Law should apply to private commercial economic development projects directly supported by public funds, including projects supported by Tax Increment Financing or tax incentives of any kind; and

WHEREAS, the City of Bloomington believes that contractors awarded contracts for public work as defined by state statute and this Resolution should, as a prerequisite to such contract, provide proof of participation in apprenticeship and training programs approved and registered with the United States Department of Labor’s Bureau of Apprenticeship and Training for all construction contracts in excess of \$100,000.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bloomington, County of McLean, State of Illinois that the prevailing wages as established and regularly updated by the Illinois Department of Labor are incorporated herein by reference as the prevailing rates of hourly wages in the City of Bloomington, Illinois for the laborers, workers and mechanics specified therein who are engaged in the construction of public works within the jurisdiction of this municipality; and

BE IT RESOLVED that the prevailing wages as established and regularly updated by the Illinois Department of Labor, as show on the attached McLean County Prevailing Wage for June 2015, shall be paid to laborers, workers and mechanics specified therein when such persons perform work on private commercial economic development projects directly supported by public funds, including projects supported by Tax Increment Financing or tax incentives of any kind; and

BE IT RESOLVED that contractors shall submit to the City on a monthly basis all certified payroll records for prevailing wage work performed by contractor employees and subcontractors. The certified payroll records must include the following for each employee employed on the project: Name, Address, Telephone Number, Social Security Number, Job Classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day. The contractor shall submit these records with a signed statement that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate and that the contractor is aware that filing records known to be false is a Class B misdemeanor offense; and

BE IT RESOLVED that contractors awarded contracts for public work as defined by state statute and this Resolution should, as a prerequisite to such contract, provide proof of participation in apprenticeship and

training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all construction contracts in excess of \$100,000; and

BE IT RESOLVED that nothing herein contained shall be construed to apply said prevailing hourly rates of wages in the locality to any work or employment other than public works or private commercial economic development projects directly supported by public funds as defined in the Act and this Resolution; and

BE IT RESOLVED that contractors awarded contracts for public work as defined by state statute and this Resolution should, as a prerequisite to such contract, obtain the current prevailing wage rates from the Illinois Department of Labor and regularly check for updated prevailing wage rates during the entire duration of said contract for the locality; and

BE IT RESOLVED that the City Clerk shall mail a copy of this Resolution to any employer, any association of employers, and to any person or association of employees who have filed or do file their names and addresses with the Clerk requesting copies of any determination under said law of the particular rates and of the particular classes of persons whose wages will be affected by such rates; and

BE IT RESOLVED that the City Clerk shall promptly file a certified copy of this Resolution with the Department of Labor of the State of Illinois; and

BE IT RESOLVED that the City Clerk, as required by law, shall cause to be published in a newspaper of general circulation within the area of this municipality a notice of this Resolution and that it is the effective prevailing wage determination of this public body.

ADOPTED this 13th day of July, 2015

APPROVED this 13th day of July, 2015

CITY OF BLOOMINGTON

ATTEST

Karen Schmidt, Mayor Pro-Tem

T. Renee Gooderham, Deputy Clerk

APPROVED AS TO FORM

Jeffery R. Jurgens, Corporate Counsel

SECURITY: The contractor represents and warrants to the City that neither it nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or an entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated or Blocked Person. The contractor further represents and warrants to the City that the contractor and its principals, shareholders, members, partners, or affiliates as applicable, are not directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as Specially Designated National and Blocked Person. The contractor hereby agrees to defend, indemnify and hold harmless the City of Bloomington, and all City elected or appointed officials, officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranties.

PURCHASE EXTENSION:

This contract shall be offered for purchases to be made by other governmental units within the State of Illinois as authorized by the Government Joint Purchasing Act. All purchases and payments made under this authority shall be made directly by the governmental unit to the vendor. The City shall not be responsible in any way for such purchase orders or payments. All terms and conditions of this contract shall apply to all orders placed by another governmental unit.

SUBCONTRACTORS:

The Contractor shall perform at least 60% of the work on this project. Specialty work that cannot be readily performed by the Contractor can be completed by a subcontractor. A list of all subcontractors expected to be utilized on this project shall be included in the proposal. The City reserves the right to reject any subcontractor. All contract requirements are also applicable to subcontractors.

United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services
Bureau of Apprenticeship and Training

Certificate of Registration

International Union of Operating Engineers, Local #649
Peoria, Illinois

For the Trades -- Operating Engineer, Repairer, Heavy Equipment,
Plant Equipment Operator

Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

December 31, 1978

Revised: January 10, 2007

IL007780006

Registration No.



L. F. Chao

Secretary of Labor

Anthony S. Swager

Administrator, Apprenticeship Training, Employer and Labor Services

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Illinois Laborers & Contractors IATP

Mt. Sterling, Illinois

For the Trade - Construction Craft Laborer

*Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

February 3, 1997

Date Revised February 11, 2009

IL001-970001

Registration No.



A. X. Chao
Secretary of Labor

William D. Swasey
Administrator, Office of Apprenticeship

United States Department of Labor Office of Apprenticeship Training, Employer and Labor Services Bureau of Apprenticeship and Training

Certificate of Registration Illinois Teamsters/Employers Apprenticeship & Training Fund Affiliated with Joint Councils 25 & 65

Joliet, Illinois
 For The Trade of Construction Driver
 Registered as part of the National Apprenticeship Program
 in accordance with the basic standards of apprenticeship
 established by the Secretary of Labor



June 28, 2005
 Date Revised: January 25, 2008

IL015050004

Registration No.

L. L. Chao
 Secretary of Labor

Anthony S. Sweeney
 Administrator, Apprenticeship Training, Employer and Labor Services

United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services
Bureau of Apprenticeship and Training

Certificate of Registration

Local 18 Joint Apprenticeship Training Fund

Peoria, Illinois

Cement Mason

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship

established by the Secretary of Labor

Registered May 10, 2007

Date Revised April 7, 2008

16006-070004

Registration No.



S. L. Chao

Secretary of Labor

Anthony Dunge

Administrator, Apprenticeship Training, Employer and Labor Services

United States Department of Labor
Bureau of Apprenticeship and Training

Certificate of Registration

PEORIA IRON WORKERS JOINT APPRENTICESHIP COMMITTEE
EAST PEORIA, ILLINOIS

FOR THE TRADE OF
IRON WORKER

*Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*



MAY 27, 1964
REVISED: APRIL 26, 1983
DATE

007-0006
REGISTRATION NO.

For Book

SECRETARY OF LABOR

Thomas J. Heyner

DIRECTOR, BUREAU OF APPRENTICESHIP AND TRAINING

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Iron Workers Local # 380 IATC

Gibson City, Illinois

*Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

Date June 26, 1968
Revised February 8, 2011

Registration No. IL006-680001



Walter J. Elias
Secretary of Labor

AA V Lull
Administrator, Office of Apprenticeship

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Mid-Central Illinois Regional Council of Carpenters JATC

Pekin, Illinois

For the Trades of: Carpenter, Millwright & Floor Coverer(Layer)

*Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

February 14, 1946

Date *Revised: November 26, 2014*

IL0064460002

Registration No.



W. E. C. G.

Secretary of Labor

A. V. Hall

Administrator, Office of Apprenticeship

SUBCONTRACTORS



1. Harbaugh Construction Services
2. Kam Services, Inc.
3. Zeschke Septic Cleaning

**CITY OF BLOOMINGTON
CONTRACT WITH
STARK EXCAVATING, INC.
FOR**

SUGAR CREEK PACKING PLANT & HAVCO DEMOLITION

THIS AGREEMENT, dated this 11th day of January _____, 2016, is between the City of Bloomington (hereinafter "CITY") and STARK EXCAVATING, INC. (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

Section 2. Incorporation of Bid/RFP/RFO & Proposal Terms / Prevailing Wage. This work was subject to the following procurement initiative by the CITY: Sugar Creek Packing Plant & HAVCO Bldg Demolition (Bid 2016-29) (hereinafter "Request")

Accordingly, the provisions of the Request and the proposal submitted by CONTRACTOR (hereinafter collectively referred to as "Procurement Documents" and attached as Exhibit A), shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply. This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

Section 3. Description of Services. CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: Complete demolition of the Sugar Creek Packing Plant and HAVCO Building.

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

☐

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

☒

Fees as set forth in the Procurement Documents.

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

STARK EXCAVATING, INC.

By: _____
Its City Manager

By: _____
Its _____

ATTEST:

By: _____
City Clerk

By: _____
Its _____

ORDINANCE NO. 2015 –

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

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

WHEREASE, a budget amendment is needed as detailed below;

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

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

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

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

PASSED the 11th day of January, 2016.

APPROVED the ____ day of January, 2016.

APPROVED:

Tari Renner
Mayor

ATTEST:

APPROVED AS TO FORM

Cherry L. Lawson
City Clerk

Jeffery R. Jurgens
Corporation Counsel

Exhibit 1

Account #	Fund	Account Description	Amount
10010010-40000	General	Use of Fund Balance	\$ (144,722.50)
10019180-89410	General	General Fund Transfer-To Capital Improvement	\$ 144,722.50
40100100-85100	Capital Improvement	Capital Improvement-From General Fund	\$ (144,722.50)
40100100-72520	Capital Improvement	Capital Improvement-Buildings	\$ 144,722.50
Net Budget Increase/(Decrease):			-

FY 2016 BUDGET AMENDMENTS PROJECTED EFFECT ON FUND BALANCE

GENERAL FUND

Council Approved

	Description of Item	Totals
4/30/2015	Opening Audited General Fund Balance	\$ 12,074,719
8/24/2015	Consideration of a Budget Amendment and review and analysis of Bids and approval of a Contract with PIPCO Companies Ltd for replacement of the Fire Sprinkler System in the Bloomington Police Department Garage , (Bid#2016-20).	\$ (188,100)
10/26/2015	Approve a Budget Amendment to transfer \$50,000 from the General Fund to Administration – Community Relations for the City’s portion of the Museum of History Capital Campaign Contribution.	\$ (50,000)
1/11/2016	Consideration of a Budget Amendment and review of Bids and approval of a Contract with Stark Excavating, Inc. for demolition of the Sugar Creek Packing Plant and Havco Building, (Bid#2016-29).	\$ (144,723)
		\$ 11,691,897
	Percentage of Fund Balance in relationship to Approved Budget of FY 2016 General Fund Expenditures in the amount of \$94,553,780	12.37%

Note: This exhibit assumes that budgeted revenues and expenditures will be received and disbursed as budgeted for FY 2016 and therefore,these projections are subject to change.